File No. 180681 Committee Item No. 11
Board Item No. 15

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation Committee **Date** September 24, 2018

Board of Supervisors Meeting **Date** October 23, 2018

Cmte	Board	
☐	☐	Motion
☐	☐	Resolution
☒	☒	Ordinance
☒	☒	Legislative Digest
☐	☐	Budget and Legislative Analyst Report
☐	☐	Youth Commission Report
☐	☐	Introduction Form
☐	☐	Department/Agency Cover Letter and/or Report
☐	☐	MOU
☐	☐	Grant Information Form
☐	☐	Grant Budget
☐	☐	Subcontract Budget
☐	☐	Contract/Agreement
☐	☐	Form 126 – Ethics Commission
☐	☐	Award Letter
☐	☐	Application
☒	☒	Public Correspondence

OTHER **(Use back side if additional space is needed)**

☒	☒	Referral CEQA 070318
☒	☒	Referral PC 070318
☒	☒	Referral SBC 070318
☒	☒	Referral FYI 070318
☒	☒	DA India Basin CCSF 062918
☒	☒	Finance Plan 062918
☒	☒	DA Workforce Agmt 062918
☒	☒	Housing Plan 062918
☒	☒	India Basin Transportation Plan Final
☒	☒	Phase Applications 062918
☒	☒	Executed India Basin MOU
☒	☒	Referral CEQA 073018
☒	☒	Referral SBC 073018
☒	☒	Referral PC 073018
☒	☒	Referral FYI 073018

☒	☒	CEQA Determination 080218
☒	☒	PLN Transmittal Memo 080218
☒	☒	PC Resolution No. 20250 072618
☒	☒	PC Resolution No. 20251 072618
☒	☒	PLN Executive Summary 072618
☒	☒	CPC Memo 072618
☒	☒	PC Motion No. 20248 072618
☒	☒	Revised PLN Transmittal 080718
☒	☒	Revised PC Reso No. 20251 072618
☒	☒	Revised Executive Summary 072618
☒	☒	Revised PC Motion No. 20248
☒	☒	Attachment B -MMRP July 2018
☒	☒	Standards and Guidelines 070618
☒	☒	MMRP July 2018
☒	☒	Revised CPC Memo 072618
☒	☒	DA India Basin 080918
☒	☒	Hearing Notice 092418
☒	☒	Comm Rpt Memo 092518
☒	☒	Comm Rpt Memo 100218
☐	☒	PLN MEMO 10/01/18
☐	☒	BAY AREA QUALITY MEMO 10/01/18
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Completed by: Erica Major **Date** September 27, 2018
Completed by: Erica Major **Date** 10/15/18

[Development Agreement - India Basin Investment LLC - India Basin Project - Innes Avenue at Griffith Street]

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

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

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

Section 1. Project Findings.

The Board of Supervisors makes the following findings:

(a) California Government Code Sections 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within the jurisdiction of the city, county, or city and county.

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

(c) India Basin Investment LLC, a California limited liability company ("Developer") owns the approximately 14.7 acre site along Innes Street, between Earl and Griffith Streets, and holds options to purchase an additional 2.4 acres of adjacent land (the "Developer Property"). The City owns approximately 6.2 acres of open space along the shoreline, adjacent to the Developer Property, together with various street areas (the "City Property", together with the Developer Property, the "Project Site").

(d) Developer filed an application with the City's Planning Department for approval of a development agreement relating to the Project Site (the "Development Agreement") under Chapter 56. A copy of the Development Agreement is on file with the Clerk of the Board in File No. 180681.

(e) The Developer proposes a mixed use development on the Project Site that will include a new publicly accessible network of improved parkland and open space and a mixed-use urban village, including up to 1,575 dwelling units, approximately 676,052 square feet (15.5 acres) of publicly accessible open space, and approximately 59,500 square feet of public and private open space, as well as approximately 209,106 square feet of commercial space and up to 1,800 off-street parking spaces, all as more particularly described in the Development Agreement (the "Project").

(f) As set forth in the Development Agreement, the City agrees to initiate the process to vacate portions of Hudson Avenue, Griffith Street, Arelious Walker Drive and Earl

Street and, following any vacation and satisfaction of any applicable City conditions, to convey the underlying land to Developer in connection with the land assembly required for the Project (the "Street Vacation Actions"). In return, Developer will convey certain land to the City.

(g) Concurrently with this Ordinance, the Board is taking a number of actions in furtherance of the Project, as generally described in the Development Agreement, including Exhibit E to the Development Agreement (the "Approvals").

(h) While the Development Agreement is between the City, acting primarily through the Planning Department, and Developer, other City agencies retain a role in reviewing and issuing certain later approvals for the Project. Later approvals include approval of subdivision maps and plans for horizontal improvements and public facilities, design review and approval of new buildings, actions relating to the Street Vacations Actions, and acceptance of Developer's dedications of horizontal improvements and parks and open spaces for City maintenance and liability under the Subdivision Code. As a result, affected City agencies have consented to the Development Agreement.

(i) The Project is anticipated to generate an annual average of approximately 3,505 construction jobs and, upon completion, approximately 477 on-site jobs and 833 total jobs, with an approximately $4.3 million annual increase in general fund revenues to the City. In addition to the significant housing, jobs, urban revitalization, and economic benefits to the City from the Project, the City has determined that development of the Project under the Development Agreement will provide additional benefits to the public that could not be obtained through application of existing City ordinances, regulations, and policies. Additional public benefits to the City from the Project include: (1) an increase in affordable housing that exceeds amounts otherwise required and will equal twenty five percent (25%) of the total number of housing units for the Project; (2) workforce obligations, including significant training, employment and economic development opportunities as part of the development

and operation of the Project; (3) construction and maintenance of the publicly accessible open space, totaling approximately eleven (11) acres of parks and the improvement of existing City Property along the shoreline; (4) child care space to serve not less than 40 children; and (5) sea level rise improvements as part of the development, and future funding for additional future sea level rise improvements; all as further described in the Development Agreement. The Development Agreement will eliminate uncertainty in the City's land use planning for the Project Site and secure orderly development.

(j) In particular, the City intends to create a series of contiguous, integrated waterfront parks, including both the India Basin Open Space and the Big Green, as well as the neighboring 900 Innes and India Basin Shoreline Park (collectively, the "India Basin Park System"), for the benefit of the southeast community and the residents of San Francisco and California at large. The City further intends to connect the India Basin Park System to the Northside Park, when completed as part of the Candlestick/Hunters Point Shipyard development project.

(k) Funding for maintenance of the India Basin Park System will include special taxes under a community facilities district (CFD) to be formed by Developer and the City, as more particularly described in the Financing Plan attached to the Development Agreement. The CFD funds also will be available to pay for future sea level rise improvements.

(l) To assemble the land for the Project development, including the City's no-cost acquisition of land from Developer for the Big Green, the City, the State Lands Commission and Developer will enter into a public trust exchange agreement, substantially in the form attached to the Development Agreement (the "Public Trust Exchange Agreement"). The City will record a land use covenant against specified lands subject to the public trust that will be placed under the Port's jurisdiction for purposes of the trust, but that will be maintained and operated by the Recreation and Park Department.

Section 2. CEQA Findings.

On July 26, 2018, by Motion No. 20248, the Planning Commission certified as adequate, accurate and complete the Final Environmental Impact Report ("FEIR") for the Project pursuant to the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) ("CEQA"). A copy of Planning Commission Motion No. 20248 is on file with the Clerk of the Board of Supervisors in File No. 180681. Also on July 26, 2018, by Motion No. 20248, the Planning Commission adopted findings, including a rejection of alternatives and a statement of overriding considerations (the "CEQA Findings") and a Mitigation Monitoring and Reporting Program ("MMRP"). The Planning Department issued a memorandum dated October 10, 2018 to address certain revisions to air quality mitigation measures for the Project. Specifically, the October 10, 2018 memorandum recommended amending Mitigation Measures M-AQ-1a: Minimize Off-Road Construction Equipment Emissions and M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators, to require diesel powered equipment to use renewable diesel to the extent feasible These Motions and the October 10, 2018 memorandum are on file with the Clerk of the Board of Supervisors in File No. 180681. In accordance with the actions contemplated herein, this Board has reviewed the FEIR, the memorandum and related documents, and adopts as its own and incorporates by reference as though fully set forth herein the CEQA Findings, including the statement of overriding considerations, and the MMRP, as revised by the October 10, 2018 memorandum.

Section 3. General Plan and Planning Code Section 101.1(b) Findings.

(a) The Board of Supervisors shall consider companion legislation that adopts public necessity findings of Planning Code Section 302 and General Plan amendments. A copy of the companion legislation is on file with the Clerk of the Board of Supervisors in File No. 180681 and is incorporated herein by reference.

(b) For purposes of this Ordinance, the Board of Supervisors finds that the Development Agreement will serve the public necessity, convenience and general welfare for the reasons set forth in the companion legislation identified in subsection (a).

(c) For purposes of this Ordinance, the Board of Supervisors finds that the Development Agreement is in conformity with the General Plan, as proposed to be amended, and the eight priority policies of Planning Code Section 101.1 for the reasons set forth in the companion legislation identified in subsection (a).

Section 4. Public Trust Findings.

The Board of Supervisors finds that this resolution and the Project ~~is~~ are consistent with and furthers the purposes of the common law public trust and statutory trust under the Burton Act (Stats. 1968, ch. 1333), as follows:

(a) Approximately 2.63 acres of the City Property, consisting of portions of Fairfax Avenue, Evans Avenue and Arelious Walker Drive (formerly Fitch Street), lie waterward of the historic ordinary high tide line and, as such, are subject to the public trust and held within the administration and control of the Port Commission in accordance with the Burton Act and the City Charter (but this land is managed by the Recreation and Park Department as part of the India Basin Open Space). An additional approximately 9 acres of City Property~~, of disputed trust status,~~ consists of streets under the jurisdiction of the Department of Public Works with disputed trust status, and parcels within the existing India Basin Open Space under the jurisdiction of the Recreation and Park Department and the Department of Public Works that are free of the trust or have disputed trust status.

(b) The Developer Property includes filled lands that are not subject to the public trust and lands that are of disputed status.

(c) As the public trust is presently configured, most of the lands on or adjacent to the shoreline are either free of the trust or have uncertain trust status. At the same time, the

filled lands proposed for private development are further inland and cut off from the water, and therefor are not useful to the public trust, yet they are encumbered with disputed trust claims. The Developer Property has remained undeveloped and inaccessible for decades, despite its waterfront location and adjacency to the existing waterfront parks.

(d) The proposed public trust exchange would eliminate all trust title uncertainties within the Project Site and will facilitate the improvement and expansion of the India Basin Open Space. The exchange would not remove any existing trust property from the Burton Act trust, but the public trust would see a net gain of filled lands that will be useful to the trust. As required under the Development Agreement and the SUD, all lands exchanged into the public trust will be used for public open space, habitat restoration and water-oriented uses, all of which are consistent with the Burton Act. The proposed trust exchange ~~settlement~~ will consolidate the public trust lands along the water for open space and public access, providing significant benefits to the public trust over existing conditions.

(e) As set forth in the Public Trust Exchange Agreement, the lands to be freed from the public trust ~~claims~~ have been filled and reclaimed, are cut off from access to the waters of San Francisco Bay, constitute a relatively small portion of the lands granted to the City and County of San Francisco and are not needed or required for the promotion of the public trust or the Burton Act trust. In addition, the Project would not cause a substantial interference with public trust uses and purposes by virtue of the exchange. The lands or interests in lands to be impressed with the public trust have an economic value equal to or greater than that of the lands or interests in lands that will be freed from the public trust, and are useful for the particular trust purposes specifically authorized in the Burton Act.

Section 5. Development Agreement.

(a) The Board of Supervisors approves all of the terms and conditions of the Development Agreement, in substantially the form on file with the Clerk of the Board of

Supervisors in File No. 180681, subject to the consent of the Port Commission, the Municipal Transportation Agency, the San Francisco Public Utilities Commission and the Recreation and Park Commission.

(b) The Board of Supervisors approves and authorizes the execution, delivery and performance by the City of the Development Agreement as follows: (i) the Director of Planning and (other City officials listed thereon) are authorized to execute and deliver the Development Agreement, with signed consents of the Port Commission, the Municipal Transportation Agency, the San Francisco Public Utilities Commission, the Recreation and Park Commission, and the San Francisco Fire Department, and (ii) the Director of Planning and other applicable City officials are authorized to take all actions reasonably necessary or prudent to perform the City's obligations under the Development Agreement in accordance with the terms of the Development Agreement. Without limiting the foregoing, (A) the Port Director, the Recreation and Park Department General Manager, and the Director of Property are authorized to execute and perform all City obligations under the Public Trust Exchange Agreement substantially in the form attached to the Development Agreement, including the conveyance of all of the City's rights, title and interest in the exchange lands to the State for purposes of effectuating the exchange in the manner provided in the Public Trust Exchange Agreement, and (B) the Director of Public Finance and the Controller are authorized to take all preliminary actions required to form the CFD as described in the Financing Plan, provided the actual CFD formation documents and issuance of debt will be subject to the review and approval of the Board of Supervisors.

(c) The Director of Planning, at his or her discretion and in consultation with the City Attorney, is authorized to enter into any additions, amendments or other modifications to the Development Agreement that the Director of Planning determines are in the best interests of the City and that do not materially increase the obligations or liabilities of the City or materially

decrease the benefits to the City as provided in the Development Agreement. The Port Director and the Recreation and Park Department General Manager, at their discretion and in consultation with the City Attorney, are authorized to enter into any additions, amendments or other modifications to the Public Trust Exchange Agreement that they determine are in the best interests of the City and that do not materially increase the obligations or liabilities of the City or materially decrease the benefits to the City as provided in the Public Trust Exchange Agreement.

Section 6. Board Authorization and Appropriation.

By approving the Development Agreement, the Board of Supervisors authorizes the Controller and City Departments to accept the funds paid by Developer as set forth therein, and to appropriate and use the funds for the purposes described therein. The Board expressly approves the use of the development impact fees as set forth in the Development Agreement, and waives or overrides any provision in Article 4 of the City Planning Code and Article 10 of the City Administrative Code that would conflict with the uses of these funds as described in the Development Agreement.

Section 7. City Administrative Code Conformity and Waivers.

In connection with the Development Agreement, the Board of Supervisors finds that the City has substantially complied with the requirements of Administrative Code Chapters 14B and 56, and waives any requirement to the extent not strictly followed. The Development Agreement shall prevail in the event of any conflict between the Development Agreement and City Administrative Code Chapters 14B and 56, and without limiting the generality of the foregoing, the following provisions of City Administrative Code Chapters 14B and 56 are waived or deemed satisfied as follows:

(a) The Project comprises approximately 28 acres and is the type of large multi-phase and/or mixed-use development contemplated by the City Administrative Code and therefore satisfies the provisions of Chapter 56, Section 56.3(g).

(b) The provisions of Development Agreement and the Workforce Agreement attached to the Development Agreement as Exhibit P shall apply in lieu of the provisions of City Administrative Code Chapter 14B, Section 14B.20, and Chapter 56, Section 56.7(c).

(c) The provisions of the Development Agreement regarding any amendment or termination, including those relating to "Material Change," shall apply in lieu of the provisions of Chapter 56, Section 56.15 and Section 56.18.

(e) The provisions of Chapter 56, Section 56.20 have been satisfied by the Memorandum of Understanding between Developer and the Office of Economic and Workforce Development for the reimbursement of City costs, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 180681.

(f) The Board of Supervisors waives the applicability of Section 56.4 (Application, Forms, Initial Notice, Hearing) and Section 56.10 (Negotiation Report and Documents).

Section 8. Planning Code Waivers; Ratification.

(a) The Board of Supervisors finds that the impact fees and other exactions due under the Development Agreement will provide greater benefits to the City than the impact fees and exactions under Planning Code Article 4 and waives the application of, and to the extent applicable exempts the Project from, impact fees and exactions under Planning Code Article 4 on the condition that Developer pays the impact fees and exactions due under the Development Agreement.

(b) The Board of Supervisors finds that the Transportation Plan attached to the Development Agreement includes a Transportation Demand Management Plan ("TDM Plan") and other provisions that meet the goals of the City's Transportation Demand Management

Program in Planning Code Section 169 and waives the application of Section 169 to the Project on the condition that Developer implements and complies with the TDM Plan.

(c) The Board of Supervisors finds that the Design Standards and Guidelines attached to the Development Agreement sets forth sufficient standards for streetscape design and waives the requirements of Planning Code Section 138.1 (Streetscape and Pedestrian Improvements) and Public Works Code Section 806(d) (Required Street Trees for Development Projects).

(d) All actions taken by City officials in preparing and submitting the Development Agreement to the Board of Supervisors for review and consideration are hereby ratified and confirmed, and the Board of Supervisors hereby authorizes all subsequent action to be taken by City officials consistent with this Ordinance.

Section 9. Other Administrative Code Waivers.

The requirements of the Workforce Agreement attached to the Development Agreement shall apply and shall supersede, to the extent of any conflict, the provisions of Administrative Code: (i) Chapter 82.4 (Coverage); (ii) Chapter 23, Article II (Interdepartmental Transfer of Real Property); and (iii) Chapter 23, Article VII (Prevailing Wage, Apprenticeship, and Local Hire Requirements), but only to the extent any of the foregoing provisions are applicable to the conveyance of vacated streets from the City to Developer and the other land conveyances contemplated by the Development Agreement.

Section 10. Subdivision Code Waivers.

The Public Improvement Agreement, as defined in the Development Agreement, shall include provisions consistent with the Development Agreement and the applicable requirements of the Municipal Code and the Subdivision Regulations regarding extensions of time and remedies that apply when improvements are not completed within the agreed time.

Code Section 1348 (Failure to Complete Improvements within Agreed Time).

Section 11. Effective and Operative Date.

This Ordinance shall become effective 30 days from the date of passage. This Ordinance shall become operative only on (and no rights or duties are affected until) the later of (a) 30 days from the date of its passage, or (b) the date that Ordinance _____, Ordinance _____, and Ordinance _____have become effective. Copies of these Ordinances are on file with the Clerk of the Board of Supervisors in File Nos. 180816 180680 and 180681.

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

By: _____
Charles Sullivan
Deputy City Attorney
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FILE NO. 180681

REVISED LEGISLATIVE DIGEST
(Amended in Board, 10/16/2018)

[Development Agreement - India Basin Investment LLC - India Basin Project - Innes Avenue at Griffith Street]

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

Existing Law

California Government Code sections 65864 et seq. (the "Development Agreement Statute") and San Francisco Administrative Code Chapter 56 ("Chapter 56") authorize the City to enter into a development agreement regarding the development of real property. There are no amendments to existing law.

Background Information

India Basin Investment LLC, a California limited liability company ("Developer"), has proposed a mixed-use development project for the approximately 28-acre site along Innes Street, between Earl and Griffith Streets. The proposed project includes the construction of new streets and infrastructure, up to 1,575 dwelling units (25% affordable), and approximately 15.5 acres of publicly accessible open space, including approximately 6 acres along the Bay shoreline currently owned by the City. To assemble the land and to remove the public trust from certain development parcels, the parties intend to enter a public trust exchange agreement with the State Lands Commission. To fund future maintenance of the park lands and future sea level rise improvements, the parties intend to form a community facilities district (CFD).

City staff has negotiated a development agreement with Developer for a term of 15 years, with two extension options for another 15 years. Under the development agreement, Developer

will attain the vested right to develop the Project in return for specified community benefits, including the affordable housing, parks, and workforce commitments made by Developer. Approval of the ordinance would allow City staff to enter into the development agreement and the public trust exchange agreement, and waive specified provisions of the Administrative Code, Planning Code, and Subdivision Code for the Project.

By separate legislation, the Board is considering a number of other actions in furtherance of the Project, including amendments to the City's General Plan, Planning Code, and Zoning Map.

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Appeal of Planning Case No. 2014-002541ENV

India Basin Mixed Use Project

DATE:	October 10, 2018
TO:	Angela Calvillo, Clerk of the Board of Supervisors
FROM:	Lisa M. Gibson, Environmental Review Officer – (415) 575-9032
	Joy Navarrete, Principal Environmental Planner - (415) 575-9040
	Michael Li, Environmental Coordinator - (415) 575-9107
	Wade Wietgrefe, Principal Planner – (415) 575-9050
RE:	BOS File No. 180841, Planning Department Case No. 2014-002541ENV –Appeal of the Certification of the Environmental Impact Report for the India Basin Mixed Use Project
HEARING DATE:	October 16, 2018 (Continued from September 25 and October 2, 2018)
ATTACHMENTS:	Attachment A - Memorandum to the Board of Supervisors, *Revisions to air quality mitigation measures for the India Basin Mixed-Use Project, Planning Department Case No. 2014-002541ENV,* October 2, 2018. Attachment B – Modification to Design Standards and Guidelines
PROJECT SPONSOR:	BUILD San Francisco Recreation and Park Department Supervisor Cohen (legislative sponsor)
APPELLANT:	Mikhail Brodsky on behalf of Archimedes Banya SF and 748 Innes Ave. HOA Bradley Angel on behalf of Greenaction for Health & Environmental Justice

INTRODUCTION:

Summary of Key Events at October 2, 2018 Board Hearing on India Basin EIR Appeal

On October 2, 2018, the Board of Supervisors (the "Board") conducted an appeal hearing regarding the Planning Commission's ("Commission's") certification of the Environmental Impact Report ("EIR") for the India Basin Mixed-Use Project ("proposed project") under the California Environmental Quality Act. On the day of the hearing, a staff member of the Bay Area Air Quality Management District ("Air District") informed Planning Department ("Department") staff that Air District staff would attend the

hearing to present oral comments including recommendations for additional air quality mitigation measures that could be considered for the proposed project.

In response, in the hours before the hearing, Department staff prepared a memorandum that described how the construction air quality mitigation measures in the EIR could be revised to reflect the Air District's recommendation that diesel-powered equipment be fueled with renewable diesel fuel (see Attachment A). Planning staff distributed that memorandum, dated October 2, 2018, to the Board at the hearing, where it was also presented to the appellants. The Board conducted the hearing and closed public comment, continuing the hearing to October 16, 2018 to allow for the public and the Board to consider the information presented at the hearing and to take further public testimony on the air quality analysis and the potential mitigation relating to air quality.

Purpose of This Memorandum

The purpose of this memorandum is to: 1) provide greater context for the Air District's comments; 2) clarify the intent of the Department's October 2, 2018 memorandum; 3) describe how the Board may elect to incorporate the Air District's recommended language as part of its consideration of whether to approve the proposed project, and how taking such action would not affect the adequacy of the EIR or require recirculation; and 4) justify why the air quality analysis in the EIR, as certified by the Commission, complies with the requirements of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code. As indicated below, the comments raised by the Air District do not indicate the possibility of any new significant impact or increase in the severity of an impact, or the existence of a feasible mitigation measure considerably different from others previously analyzed that would lessen the proposed project's impacts, but that the project sponsor declines to adopt. Therefore, the Department recommends that the Board uphold the EIR, and then consider proposed revisions to the mitigation measures as part of the project approvals to further reduce the significant air quality impacts. The proposed minor revisions to the existing mitigation measures, if supported by the Board, would not require recirculation of the EIR under CEQA.

PROJECT DESCRIPTION:

Department staff previously submitted appeal response memoranda on September 17, 2018 ("Original Appeal Response") and on September 21, 2018 ("Supplemental Appeal Response"), addressing concerns raised in two appeal letters.[1] Please refer to the Department's Original Appeal Response, dated September 17, 2018, for a description of the Project.

[1] San Francisco Board of Supervisors File No. 180841.

CEQA REQUIREMENTS:

As it relates to EIR certification, CEQA Guidelines section 15090(a) state that:

> Prior to approving a project the lead agency shall certify that:
>
> (1) The final EIR has been completed in compliance with CEQA.
>
> (2) The final EIR was presented to the decision-making body of the lead agency, and that the decision-making body reviewed and considered the information contained in the final EIR prior to approving the project; and
>
> (3) The final EIR reflects the lead agency's independent judgment and analysis.

As it relates to EIR recirculation, CEQA Guidelines section 15088.5(a) states that:

> a lead agency is required to recirculate an EIR when significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review but before certification. As used in this section, the term "information" can include changes in the project or environmental setting as well as additional data or other information. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. "Significant new information" requiring recirculation include, for example, a disclosure showing that:
>
> (1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
>
> (2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
>
> (3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project's proponents decline to adopt it.
>
> (4) The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. [Citation omitted.]

Given the purpose of this memo, criteria 2 and 4 are not relevant and are not discussed further.

PLANNING DEPARTMENT AND AIR DISTRICT COORDINATION

Planning Department Notification to Air District during Environmental Review Process for Proposed Project

Consistent with standard practice for EIRs, the Department solicited comments from the Air District on two occasions during the environmental review process for the India Basin EIR. The Department first requested comment from the Air District by mailing a Notice of Availability of the EIR Notice of Preparation (comment period of June 1 to July 1, 2016). Next, the Department sent the Air District the Notice of Availability of the Draft EIR (comment period of September 13 to October 30, 2017). In addition, the Department sent these documents to the State Clearinghouse, which coordinates the state-level review of environmental documents. The Air District did not comment on the project during either of these EIR comment periods or at any time before certification of the EIR.

Air District Comments Subsequent to EIR Certification

As noted above, on October 2, 2018, Air District staff indicated for the first time that they planned to attend the Board hearing and make recommendations, modifications, and additions to the proposed mitigation measures relating to air quality.[2] Following this initial contact by Air District staff, and in response to the recommendations that were communicated to Department staff by telephone in the hours before the hearing, Department staff promptly prepared a memorandum describing minor revisions to two air quality mitigation measures for consideration by the Board at the hearing on the CEQA appeal. The minor revisions would require the use of renewable diesel for all diesel-powered equipment under the control of the property owner and used during construction and operation (see Attachment A.) At the hearing, Department staff indicated that these minor revisions did not speak to the adequacy of the EIR or revise the EIR in any way. Certain adverse unavoidable air quality impacts would occur with or without these revisions. As a result, if the Board denies the CEQA appeal, it would need to make a statement of overriding considerations as part of any project approval action. In short, if the CEQA appeal is denied, the Board may wish to consider whether to make the minor revisions as part of the project approval actions. Department staff also noted that the project sponsor has agreed to the proposed revisions.[3]

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[2] Air District staff contacted the Department at 4 pm on October 1, 2018—the day before the Board appeal hearing – to provide a heads up that they would have comments on the EIR, but they did not provide any specifics details about the nature of their comments.

[3] To the extent the October 2, 2018 memorandum to the Board suggested that the revisions to mitigation measures M-AQ-1a and M-AQ 1e would be made by revising the DEIR, that was incorrect. Under Chapter 31, when an EIR is appealed, the Board may affirm or reverse the EIR by a majority vote. (See Admin. Code, Section 31.16(b)(8).) If the Board finds the EIR was adequate, accurate and objective, reflecting the independent judgment and analysis of the City, and completed in compliance with CEQA, it can affirm certification of the EIR. Under Chapter 31, the Board cannot revise the EIR. However, the Board can revise the mitigation measures at the time of project approval actions, under Pub. Resources Code Section 21081 and CEQA Guidelines Section 15091 (CEQA Findings).

AIR QUALITY ANALYSIS IN THE EIR:

Consistent with standard practice, the Department relied upon Air District guidance for the India Basin EIR, except that the Department used more health protective thresholds of significance for local air pollution. Based on modeling, including a health risk analysis, the EIR identified significant regional criteria air pollutant and local substantial pollutant concentration impacts. The Department identified six mitigation measures to reduce impacts. However, given the magnitude of some impacts and the uncertainty of full implementation of some of the mitigation measures, the Department identified the impacts would be significant and unavoidable with mitigation.

AIR DISTRICT STAFF COMMENTS ON INDIA BASIN EIR:

On October 2, 2018, the day of the appeal hearing, Air District staff telephoned Department staff and indicated their general support of infill, mixed use development. In addition, Air District staff recommended refinements of mitigation measures to further reduce the project's significant and unavoidable impact related to fine particulate matter, referred to in the EIR as $PM_{2.5}$. Since 2010, the Air District provided comment letters to the Department in connection with seven projects subject to CEQA.[4] With the exception of referencing biodiesel on one project and in their guidance document, the Air District has never made the recommendation listed below in connection with any prior project in the City nor does the Air District include these recommendations in their current Air Quality Guidelines.

Air District staff stated those recommendations as follows:

For Construction:

(1) if use of Tier 4 off-road engines is not available, use bio or renewable diesel with lower tiered engines,

(2) investigate the availability of Tier 4 pile drivers and cranes for shoreline work, and

(3) review changes recently made to the Air District's Regulation 6 regarding construction mitigation measures and confirm that the project has incorporated all feasible construction mitigations.

For Operations:

(1) investigate the availability of hybrid or alternative fueled delivery trucks and electrification of loading docks, and

(2) continue to investigate ways to reduce exposure to toxic air pollutants in existing buildings, such as through measures like the Central SoMa improvement strategy to explore a retrofit funding program for existing buildings.

Air District staff did not raise concerns regarding the adequacy of the EIR's air quality analysis and did not identify any new significant air quality impacts not already disclosed in the EIR. The Department's responses to each suggestion are provided below.

[4] Refer to http://www.baaqmd.gov/plans-and-climate/california-environmental-quality-act-ceqa/ceqa-comment-letters for those letters.

PLANNING DEPARTMENT RESPONSE TO AIR DISTRICT COMMENTS:

Department staff, with assistance from the proposed project's air quality consultants and the project sponsor, have evaluated all the above recommendations and determined that, aside from the two exceptions mentioned below in Planning responses 1 and 4, the recommendations are either: 1) already included in the proposed project, 2) already included in the mitigation measures, 3) already included through existing regulatory requirements, 4) infeasible, and/or 5) the Department will continue to work with the Air District on such strategies. The following provides a discussion of each of the recommended measures.

Air District Recommendation 1: For construction, if use of Tier 4 engines is not available, use bio or renewable diesel

Planning Response 1: The Board could incorporate this recommendation into Mitigation Measures M-AQ-1a and M-AQ-1e as part of its consideration of whether to approve the project.

Existing Mitigation Measure M-AQ-1a: Minimize Off-Road Construction Equipment Emissions ("off-road equipment measure") requires all off-road equipment that cannot be electrically powered to comply with Tier 4 final emissions standards, which are the most stringent emissions standards in the country. Although Tier 4 equipment is becoming more available, the demand for such equipment is also increasing. Past project sponsors have expressed concerns that the availability of Tier 4 equipment continues to be limited. Recognizing this, Mitigation Measure M-AQ-1a requires the sponsor to comply with the next cleanest available piece of equipment when Tier 4 equipment is not available.

Air District staff recommended use of biodiesel, Department staff does not recommend biodiesel for this project because biodiesel may increase the significant and unavoidable oxides of nitrogen emissions. The Air Board's evaluation of biodiesel concludes that biodiesel fuel results in a reduction in particulate matter, but also increases oxides of nitrogen emissions.[5] Because use of biodiesel may actually result in increases in oxides of nitrogen emissions, which are significant and unavoidable for the proposed project, and because renewable diesel would result in a reduction in both particulate matter and oxides of nitrogen, Department staff does not recommend use of biodiesel.

Air District staff also recommended use of renewable diesel. Notwithstanding the existing requirements of the off-road equipment measure, the Board could consider amending Mitigation Measure M-AQ-1a and Mitigation Measure M-AQ-1e to require that all diesel engines be fueled with renewable diesel, while allowing for exceptions. In response to concerns about the availability of renewable diesel raised at the October 2, 2018 Board hearing, Department staff conducted the following additional analysis to assess the feasibility of requiring that all diesel engines be fueled with renewable diesel. Renewable diesel fuel is fuel derived from non-petroleum renewable resources, which can include plant-based sources, or recycled fats and oils. Renewable diesel has the potential to reduce particulate matter emissions by about 30 percent and oxides of nitrogen (NOx) emissions by 10 percent,[6] compared to petroleum diesel. Renewable diesel's combustion quality results in similar or better vehicle performance compared to

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[5] California Environmental Protection Agency, *Staff Report: Multimedia Evaluation of Biodeisel, May 2015*. This document is available at: https://ww2.arb.ca.gov/sites/default/files/2018-08/Biodiesel_Multimedia_Evaluation_5-21-15.pdf. Accessed October 3, 2018.

[6] California Environmental Protection Agency, 2015, *Staff Report: Multimedia Evaluation of Renewable Diesel*, Available at: https://www.arb.ca.gov/fuels/diesel/altdiesel/20150521RD_StaffReport.pdf, Accessed: October 3, 2018.

conventional diesel and can be used in diesel vehicles without any engine modifications.[7] Between 2011 and 2016, renewable diesel use in California has increased from less than 2 million to more than 250 million gallons per year.[8]

There are no retail locations for renewable diesel in San Francisco, and only one retailer, Propel Fuels, sells such diesel in the Bay Area, sold as diesel HPR. There are seven Propel Fuels locations within the Bay Area, which includes three locations in San Jose, and locations in Redwood City, Fremont, Oakland and Berkeley. Outside the Bay Area, there are 11 Propel Fuels stations in the greater Sacramento area.[9] The Propel Fuel stations are part of other retail gas stations and are open 24 hours a day, 365 days a year. As of October 3, 2018, the average monthly price per gallon of standard diesel[10] and the current daily price of diesel HPR[11] were similar.

The project sponsor has indicated a willingness to agree to the minor revisions to Mitigation Measure M-AQ-1a and Mitigation Measure M-AQ-1e, which are detailed in Attachment A. Given there is only one retailer in the Bay Area, Propel Fuels, there could be unforeseen constraints that prohibit use of renewable diesel such as supply or production constraints, particularly as it relates to on-road haul trucks.[12] Therefore, taking all the considerations above, Department staff believes that use of renewable diesel is feasible, but the measure should include exceptions to this requirement.

Should the Board choose to incorporate these revisions as part of project approvals, mitigation measures M-AQ-1a and M-AQ-1e would not be considerably different from those previously analyzed, the project sponsor agrees to adopt it and the minor revisions would not result in a new significant impact. Further, because the project sponsor is willing to implement the revised mitigation measures, the revisions do not meet the requirements for recirculation under CEQA Guidelines section 15088.5.

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[7] U.S. Department of Energy, 2017, *Biodiesel Basics*, Available at: https://www.afdc.energy.gov/uploads/publication/biodiesel_basics.pdf, Accessed: October 3, 2018.

[8] California Air Resources Board, 2018, *Public Hearing to Consider Proposed Amendments to the low Carbon Fuel Standard Regulation and to the Regulation on Commercialization of Alternative Diesel Fuels, Staff Report: Initial Statement of Reasons,* Available at: https://www.arb.ca.gov/regact/2018/lcfs18/isor.pdf, Accessed: October 3, 2018.

[9] Propel Fuels Locations, Available at: https://propelfuels.com/locations, Accessed: October 3, 2018.

[10] U.S. Energy Information Administration, *California No. 2 Diesel Retail Prices, Dollars per Gallon*, Available: https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2D_PTE_SCA_DPG&f=M, Accessed: October 3, 2018. Average September price: $3.97 per gallon.

[11] Propel Fuels iPhone Application, Diesel HPR Prices. Accessed: October 3, 2018. Price on October 3, 2018: $3.99 per gallon.

[12] Based on communications with the San Francisco Public Utilities Commission staff, using renewable diesel for on-road haul trucks (as specified in the minimize on-road construction equipment emissions mitigation measures) is more challenging than using it for off-road equipment (as specified in the off-road equipment measure). For example, renewable diesel refueling vendors can come to a construction site to refuel off-road equipment. On-road trucks travel throughout the region and state. A truck driver may not encounter a renewable diesel refueling station along their shortest path of travel between their origin and destination or they may not require refueling their tank prior to coming to the construction site.

Air District Recommendation 2: For construction, investigate the availability of Tier 4 pile drivers and cranes for shoreline work.

Planning Response 2: This measure is already required as part of Mitigation Measure M-AQ-1a.

Mitigation measure M-AQ-1a in the India Basin EIR requires all off-road equipment that cannot be electrically powered to comply with Tier 4 final emissions standards. This requirement is applicable to pile drivers and cranes and is therefore already included in the EIR.

Air District Recommendation 3: For construction, review changes recently made to the Air District's Regulation 6 regarding construction mitigation measures and confirm that the project has incorporated all feasible construction mitigations.

Planning Response 3: This measure is already required as part of existing regulatory requirements to which the proposed project would be subject.

Regulation 6, adopted by the Air District in August 2018 relates to particulate matter. Regulation 6 includes rules 1 through 6 that are related to specific types of uses (commercial cooking equipment, wood burning devices, metal recycling and shredding operation, emissions from refineries, and road dust). Should the occupants of the commercial and retail businesses include commercial cooking or wood burning devices (such as wood-fired ovens), those uses would be required to comply with Regulation 6. Regulation 6, Rule 6 limits particulate matter in the form of fugitive dust from large construction sites greater than 1 acre. The proposed project's construction activities would be required to comply with this regulation in addition to the City's Construction Dust Control Ordinance.

Regulation 6 is focused primarily on enforcement and determination of a violation of particulate matter for facilities or operations subject to the regulation. Regulation 6, Rule 6 does not identify specific measures that are required to be implemented to reduce fugitive dust. In contrast, the Dust Control Ordinance is focused on having the best available control technologies on the proposed project site prior to any earth disturbing work. The Draft EIR discusses the requirements of the construction dust control ordinance beginning on page 3.7-45. The proposed project is required to have a dust control plan approved by the Department of Public Health. Public Health will review the dust control plan to ensure that sufficient measures are included to reduce visible dust during construction of the proposed project. Draft EIR page 3.7-45 lists the minimum requirements of the dust control plan. To make sure the Plan reduces dust as intended, Public Health will require particulate dust monitors during construction to record particulate levels. Public Health will respond to concerns regarding compliance with the construction dust control ordinance and, if necessary, Public Health will coordinate with the Department of Building Inspection to issue violations. Compliance with the City's Construction Dust Control Ordinance is based on visual observations of whether airborne dust on the site crosses the property line.

Air District Recommendation 4: For operation, investigate the availability of hybrid or alternative fueled delivery trucks and electrification of loading docks

Planning Response 4: Control of future third-party delivery services is not considered feasible, and the project sponsor will incorporate electrification of loading docks or an equivalent technology for the grocery store as part of the proposed project.

As a mostly residential project, the project would not generate a substantial number of delivery truck trips. The proposed project is estimated to generate approximately 231 daily truck trips. During the years 2020 through 2022, the analysis assumes construction-related and operational emissions would overlap. The analysis estimates emissions to be the greatest in 2020 for oxides of nitrogen and in 2021 for $PM_{2.5}$. In 2020, the proposed project would generate approximately 141.4 pounds per day of oxides of nitrogen, and, in 2021, the proposed project would generate approximately 10.9 pounds per day of $PM_{2.5}$. Of this amount, the analysis estimates approximately 3.3 and 0.6 of oxides of nitrogen and $PM_{2.5}$ pounds per day, respectively, from those daily truck trips.

The City has no authority to regulate vehicular emissions; vehicle emissions are regulated at the state and federal level. In addition, while the EIR estimates the number of daily truck trips, the company or source of future deliveries at the project site cannot be known or regulated. Future commercial and residential tenants of the project site would dictate the types and source of products to the project site, which the project sponsor and the City would not have the ability to control. Therefore, the Department did not investigate the availability of hybrid or alternative fueled delivery trucks further as this recommendation is considered infeasible.

While overall emissions from daily delivery trucks would be small, emissions from transportation refrigeration units would be even smaller.[13] Despite this, the project sponsor has agreed to incorporate electrification of loading docks or an equivalent technology for the grocery store as part of the design standards and guidelines (refer to Attachment B).

Air District Recommendation 5: Continue to investigate ways to reduce exposure to toxic air pollutants in existing buildings, such as measures to explore a retrofit funding program for existing buildings.

Planning Response 5: Although retrofitting of existing buildings is currently considered infeasible, the Department will continue to work with the community and the Air District on this and other toxic air pollutant reduction strategies.

The project site is almost entirely undeveloped. On the 700 Innes property, there are no existing buildings or structures except for a single house that the project sponsor intends to relocate and another structure that the project would demolish. On the 900 Innes site, which the City owns, no residences or sensitive receptors exist. The Planning and Public Health departments, in coordination with the Air District, are developing a comprehensive citywide plan to protect human health from the negative effects of air pollution in a Community Risk Reduction Plan. One of the goals of this plan is to reduce exposure to harmful air pollutants. The Plan would establish the policy foundation to explore mechanisms to fund the retrofit of existing buildings or provide air filtration devices. However, there are many challenges to retrofitting existing buildings: some buildings would require substantial upgrades to their heating and

[13] Based on modeling of the effectiveness of this type of measure for Potrero Power Station Mixed-Use Development Project, as shown in that project's draft EIR.

ventilation systems; buildings may need to be appropriately weatherized to ensure that outdoor air intrusion is limited; and existing buildings may face other environmental conditions that need to be abated, such as mold or lead paint removal.[14] As of October 2017, no occupied residential buildings in San Francisco have been fully retrofitted to comply with the article 38 air filtration requirement.[15]

In summary, the Planning and Public Health departments, with Air District coordination, are exploring various ways to provide air filtration devices to existing buildings through the Community Risk Reduction Plan, including those buildings in locations within health vulnerable zip codes, like the India Basin area and other areas of the city with potential existing and future sources of pollution (e.g., Central SoMa). The Department welcomes additional opportunities to collaborate with the Air District on ways to reduce exposure to air pollutants.

PLANNING DEPARTMENT COORDINATION WITH AIR DISTRICT TO REDUCE THE ADVERSE EFFECTS OF DEVELOPMENT ON AIR QUALITY:

At the October 2, 2018 Board hearing, members of the Board raised questions about the level of coordination between the Department and the Air District regarding environmental review and air quality policy. The Department would like to assure the Board that the Department and the Air District routinely coordinate on environment review of projects, as well as a variety of initiatives aimed at reducing the adverse effects of development on air quality. As a representative of the Air District noted at the October 2, 2018 hearing, the Air District did receive notice from the Department regarding the India Basin EIR, and their lack of comment was not due to a failure to coordinate. The following is a summary of collaborative efforts between these parties.

Environmental Review

When analyzing air quality impacts under CEQA, the Department relies on Air District guidance and resources. In some cases, the Department modifies Air District approaches for analyzing impacts to achieve the most health protective results. In those cases, the Department consults with the Air District regarding such modifications and seeks concurrence. For example, as it relates to localized air pollution, the Department uses more health protective thresholds of significance for determining project contributions to impacts than the Air District. The Department uses these thresholds in locations where existing air quality is poor or where a high percentage of residents are health vulnerable, such as in the India Basin zip code. The Air District supports the Department's use of more health protective thresholds.

In instances where project characteristics warrant a health risk analysis that is different than a typical, mixed use project, the Department consults with the Air District regarding methodologies, impacts, and mitigation measures outside the formal consultation process (e.g., data centers, San Francisco Public Utilities Commission Biosolids Digesters Facilities Project, and computational fluid dynamic modeling conducted for the 429 Beale street project).

[14] Jonathan Piakis, "Re: Central SoMa AQ Mitigation Measures," Email message to Elizabeth White (SF Planning Department), October 20, 2017.

[15] Timothy Nagata, "Central SoMa – Another request for DBI assistance from Planning Dept," Email message to Elizabeth White (SF Planning Department), November 9, 2017.

Policy Initiatives

The Air District and the Department routinely coordinate on a variety of initiatives aimed at reducing the adverse effect of development on air quality. The public health benefits of these efforts extend to communities in the India Basin project vicinity. Examples include policy development such as enhanced ventilation requirements in new development (article 38 of the health code), the clean construction ordinance (chapter 25 of the environment code, requiring public projects to reduce emissions at construction sites), the transportation demand management program (section 169 of the planning code, to reduce vehicle miles traveled generated by new development projects), and greenhouse gas reduction strategy. For these policies, Air District staff came to hearings or wrote a letter to indicate support of such policies. The Air District is currently providing technical air quality modeling support to the Department in the development of a Community Risk Reduction Plan, which is a comprehensive citywide plan to protect human health from the negative effects of air pollution within San Francisco. Further, the Air District recommends such measures for other communities in their own guidance documents.[16]

CONCLUSION:

The Department reviewed the recommendations of the Air District in the context of the overall air quality analysis included in the EIR. The Department maintains that the EIR's air quality analysis meets the requirements of CEQA. It is accurate, thorough and complete, and studies all potential air quality impacts resulting from construction and operation of the proposed project. The EIR imposes all feasible mitigation measures to alleviate those impacts. For those reasons, the Department respectfully requests that the Board reject the appeals and uphold certification of the EIR.

The Board may wish to consider, in its project approval actions, specifically in the CEQA Findings and adoption of the MMRP, incorporating additional recommendations from Air District staff, resulting in minor revisions to existing mitigation measures and design standards and guidelines as part of the project approval documents. All other recommendations are either 1) already included in the proposed project, 2) already included in the mitigation measures, 3) already included through existing regulatory requirements, 4) are infeasible, and/or 5) the Department will continue to work with the Air District on such strategies.

Following review of the comments submitted by the Air District, the Department has determined that the comments, which relate to an impact that was identified in the EIR, do not constitute new information that has deprived the public of a meaningful opportunity to comment upon a substantial environmental effect of the project; they do no raise any new significant impacts, nor a substantial increase the severity of already identified impacts; nor do they raise a feasible way to mitigate or avoid such an effect that the project's proponents have declined to implement. As a result, the Air District's comments do not require that the EIR be recirculated pursuant to CEQA Guidelines section 15088.5.

[16] Example is Bay Area Air Quality Management District, Planning Healthy Places, A Guidebook for Addressing Local Sources of Air Pollutants in Community Plan, May 2016, http://www.baaqmd.gov/~/media/files/planning-and-research/planning-healthy-places/php_may20_2016-pdf.pdf?la=en.

ATTACHMENT A

SAN FRANCISCO
PLANNING DEPARTMENT

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DATE: **October 2, 2018**

TO: **San Francisco Board of Supervisors**

FROM: **Michael Li, Environmental Planning**
Joy Navarrete, Environmental Planning
Jessica Range, Environmental Planning

RE: **Revisions to air quality mitigation measures for the India Basin Mixed-Use Project, Planning Department Case No. 2014-002541ENV**

In response to comments regarding the use of renewable diesel for the India Basin Mixed-Use Project, the following revisions are made to Mitigation Measures M-AQ-1a: Minimize Off-Road Construction Equipment Emissions and Mitigation Measure Mitigation Measure M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators to require deisel powered equipment to use renewable deisel to the extent feasible. Use of renewable diesel would further reduce the significant and unavoidable nitrogen oxide emissions and $PM_{2.5}$ emissions during construction and operation, but not to less than significant levels. Renewable diesel R100 has the potential to reduce particulate matter emissions by about 30 percent and NO_X emissions by 10 percent.[1] Revisions to the below mitigation measures do not require recirculation of the EIR in accordance with CEQA Guidelines section 15088.5.

The following revision is made to Mitigation Measure M-AQ-1a in Table S-2 beginning on Draft EIR page S-29 and on Draft EIR page 3.7-39. New text is shown in double underline; deleted text is shown in ~~strikethrough~~:

Mitigation Measure M-AQ-1a: Minimize Off-Road Construction Equipment Emissions

The project sponsors shall comply with the following requirements:

A. Construction Emissions Minimization Plan. *Before a construction permit is issued for each project phase or property, as applicable, the project sponsors shall submit construction emissions minimization plans to the Environmental Review Officer (ERO) or the ERO's designated representative for review and approval. The construction emissions minimization plans shall detail compliance with the following requirements:*

[1] California Environmental Protection Agency, *Staff Report: Multimedia Evaluation of Renewable Diesel*, May 2015. This document is available at: http://www.arb.ca.gov/fuels/multimedia/meetings/RenewableDieselStaffReport_Nov2013.pdf.

(1) All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements:

a) Where access to alternative sources of power is reasonably available, portable diesel engines shall be prohibited.

b) Where portable diesel engines are required because alternative sources of power are not reasonably available, all off-road equipment shall have engines that meet either EPA or ARB Tier 4 Final off-road emission standards. If engines that comply with Tier 4 Final off-road emission standards are not commercially available, then the project sponsor shall provide the next cleanest piece of off-road equipment as provided by the step-down schedules in Table M-AQ-1a-1.

i. For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 Final engines taking into consideration factors such as (i) critical-path timing of construction; (ii) geographic proximity to the project site of equipment; and (iii) geographic proximity of access to off-haul deposit sites.

ii. The project sponsor shall maintain records concerning its efforts to comply with this requirement.

c) <u>All diesel powered engines subject to this mitigation measure and mitigation measures M-AQ-1b and M-AQ-1c shall be fueled with renewable diesel (at least 99 percent renewable diesel or R99). Exceptions to this requirement may be granted if the project sponsor has submitted information providing evidence to the satisfaction of the ERO that renewable diesel is not feasible for a particular piece of equipment or not commercially available in the SFBAAB. With respect to renewable diesel, "commercially available" shall mean the availability taking into consideration factors such as: (i) critical path timing of construction, (ii)geographic proximity of fuel source to the project site; and (iii)cost of renewable diesel is within 10 percent of Low Sulfur Diesel #2 market price.</u>

TABLE M-AQ-1a-1
OFF-ROAD EQUIPMENT COMPLIANCE STEP-DOWN SCHEDULE

Compliance Alternative	*Engine Emissions Standard*	*Emissions Control*
1	*Tier 4 Interim*	*N/A*
2	*Tier 3*	*ARB Level 3 VDECS*
3	*Tier 2*	*ARB Level 3 VDECS*

***How to use the table**: If the requirements of (A)(1)(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the*

project sponsor not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met, etc.

(2) The project sponsor shall require in its construction contracts that the idling time for off-road and on-road equipment be limited to no more than 2 minutes, except as provided in exceptions to the applicable State regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, and Chinese) in designated queuing areas and at the construction site to remind operators of the 2-minute idling limit.

(3) The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.

(4) The construction emissions minimization plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include but are not limited to equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used.

(5) The project sponsor shall keep the construction emissions minimization plan available for public review on-site during working hours. The project sponsor shall post at the perimeter of the project site a legible and visible sign summarizing the requirements of the plan. The sign shall also state that the public may ask to inspect the construction emissions minimization plan at any time during working hours, and shall explain how to request inspection of the plan. Signs shall be posted on all sides of the construction site that face a public right-of-way. The project sponsor shall provide copies of the construction emissions minimization plan to members of the public as requested.

B. Reporting. *Quarterly reports shall be submitted to the ERO or the ERO's designated representative indicating the construction phase and off-road equipment information used during each phase, including the information required in A(4).*

(1) Within 6 months of the completion of construction activities, the project sponsor shall submit to the ERO or the ERO's designated representative a final report summarizing construction activities. The final report shall indicate the start and

end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4).

C. Certification Statement and On-site Requirements. *Before the start of construction activities, the project sponsor must certify that it is in compliance with the construction emissions minimization plan, and that all applicable requirements of the plan have been incorporated into contract specifications.*

The following revision is made to Mitigation Measure M-AQ-1e Table S-2 on Draft EIR page S-34 and on Draft EIR page beginning on page 3.7-50. New text is shown in double underline; deleted text is shown in ~~strikethrough~~:

Mitigation Measure M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators

To reduce operational NO_X and PM emissions under the proposed project or variant, the project sponsors, as applicable, shall require in applicable contracts that the operational backup diesel generators:

(1) comply with ARB Airborne Toxic Control Measure emissions standards for model year 2008 or newer engines; and

(2) meet or exceed one of the following emission standards for particulate matter: (A) Tier 4 final certified engine or (B) Tier 4 interim or Tier 3 certified engine that is equipped with an ARB Level 3 VDECS. A nonverified diesel emissions control strategy may be used if the filter has the same PM reduction as the identical ARB-verified model and BAAQMD approves of its use~~.~~; and

(3) be fueled with renewable diesel, R99, if commercially available. "Commercially available" shall mean the availability taking into consideration factors such as: (i) critical path timing of construction, (ii)geographic proximity of fuel source to the project site; and (iii)cost of renewable diesel is within 10 percent of Low Sulfur Diesel #2 market price.

The project sponsors, as applicable, shall submit documentation of compliance with the BAAQMD NSR permitting process (Regulation 2, Rule 2, and Regulation 2, Rule 5) and the emissions standard requirement of this measure to the Planning Department for review and approval before a permit for a backup diesel generator is issued by any City agency.

Once operational, all diesel backup generators shall be maintained in good working order for the life of the equipment and any future replacement of the diesel backup generators shall be required to be consistent with these emissions specifications. The

operator of the facility at which the generator is located shall maintain records of the testing schedule for each diesel backup generator for the life of that diesel backup generator. The facility operator shall provide this information for review to the Planning Department within 3 months of a request for such information.

ATTACHMENT B

Modification to the India Basin Design Standards and Guidelines

The India Basin Design Standards and Guidelines (DSG) Section 3.3.2 “Site-Wide Greenhouse Gas Emissions” will be updated at page 218 to add the following:

“***3.3.2.5 Electrified Loading Docks For Grocery Store*** Incorporate electrification of loading docks or equivalent technology for the grocery store.”

BOARD of SUPERVISORS

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July 3, 2018

File Nos. 180680 & 180681

Lisa Gibson
Environmental Review Officer
Planning Department
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Dear Ms. Gibson:

On June 26, 2018, Supervisor Cohen introduced the following proposed legislations:

File No. 180680

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the south-east part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 180681

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust

findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

These legislations are being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

for By: Alisa Somera, Legislative Deputy Director
Land Use and Transportation Committee

Attachment

c: Joy Navarrete, Environmental Planning
Laura Lynch, Environmental Planning

CEQA clearance under Planning Dept. Case No. 2014-00254ENV India Basin Mixed-Use Project EIR certified by the SF Planning Commission on July 26, 2018.

Joy Navarrete

Digitally signed by Joy Navarrete
DN: cn=Joy Navarrete, o=Planning, ou=Environmental Planning, email=joy.navarrete@sfgov.org, c=US
Date: 2018.08.01 16:17:44 -07'00'

MEMORANDUM OF UNDERSTANDING # 001
Proposed India Basin Project

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") dated as of September 2, 2014, is made by and between the San Francisco Office of Economic and Workforce Development ("OEWD"), San Francisco Department of City Planning (the "Planning Department"), San Francisco Recreation and Parks Department ("SFRPD"), the San Francisco Municipal Transportation Agency ("SFMTA"), San Francisco County Transportation Authority ("Transportation Authority") the San Francisco Department of Public Works ("DPW"), the San Francisco Public Utilities Commission ("SFPUC"), the San Francisco Mayor's Office of Housing and Community Development ("MOHCD") and the San Francisco Department of the Environment ("SF Environment") (collectively, the City and County Agencies"), and India Basin Investments LLC ("IBI") in connection with a proposed public-private development project in and around an approximately 14-acre property owned by IBI and located in the India Basin neighborhood of San Francisco.

RECITALS

This MOU is made with regard to the following facts, intentions and understandings:

A. On April 23, 2014, IBI met with senior planning staff to present their vision for the future development of their approximately 14-acre property into a vibrant mixed-use village, incorporating a mix of housing, commercial, institutional, office, retail and recreational uses, and a new public multi-use park on the India Basin waterfront. The property is located in the heart of India Basin surrounding Aurelius Walker Street, a dead-end cul-de-sac. It is generally bounded by Innes Avenue and Earl Street to the northwest and San Francisco Bay to the southeast, and referred to herein as the "the IB Project." (See attached Exhibit A Site Map). To execute their vision, IBI proposes to undertake a comprehensive community-based planning and urban design effort that will ultimately involve changing the existing zoning and height limits, providing public benefits and new services within the development site and building substantial new infrastructure to service the area.

B. The IB Project contemplates construction of approximately 1,400,000 gross square feet (gsf) of building area within a form-based design for Design for Development Document that will allow for a flexible range of uses, including residential, commercial, institutional, office, and retail space. The project also contemplates contributing toward transit, bicycle, traffic, and pedestrian infrastructure improvements designed to improve transportation throughout the neighborhood, but especially along Innes Avenue and the shoreline. Finally, IBI anticipates partnering with the San Francisco Recreation and Parks Department to substantially improve, expand and maintain existing parkland in the area, and designing and implementing the Blue-Greenway. It is important to note the final scope of the Village is not fixed at this early stage in the public process. Accordingly, the parties understand and agree that the IB Project may be refined and modified through the community and stakeholder review, environmental review, and planning processes.

C. IBI intends to seek approval of a Development Agreement or a Disposition and Development Agreement, (the "DA" or "DDA"), Special Use District (the "SUD"), and a General Plan Amendment for the IB Project, all of which will require, at a minimum, review by the City's Planning Commission and the approval of the Board of Supervisors. This MOU establishes a structure for City and County Agencies to manage this process.

D. The DA or DDA is anticipated to include a variety of supplementary appendices, including but not limited to a Vision Plan, Open Space and Public Realm Plan, Transportation Plan, Resiliency/Infrastructure Plan and a Design for Development document (the "DA Appendices"), which would describe the public benefits and infrastructure improvements to be provided by the IB Project in exchange for development rights to construct the IB Project.

E. The SUD ordinance and supplementary Design for Development document will provide requirements and design guidelines pertaining the architecture, urban design, and site planning of the IB Project, as well as detail the process by which the design of individual phases and/or parcels at the IB Project are approved.

F. As a preliminary matter, IBI and the City and County Agencies seek to work reasonably and cooperatively to define an initial package of public benefits and infrastructure improvements that exceed those that would otherwise be required under existing zoning and planning requirements, are financially feasible and socially desirable, and are consistent with the City's General Plan policies, while acknowledging that the future Village documents and agreements will be subject to the review and approval of various City boards and commissions, including but not limited to the City's Board of Supervisors acting in its sole discretion.

G. Chapter 56 of the San Francisco Administrative Code specifies the process for filing an application for a DA with the Planning Department as well as specifying all of the internal City Agency review of a proposed DA or DDA. Accordingly, this MOU is intended to provide a framework by which OEWD and the Planning Department will determine the appropriate costs for reviewing and processing all of the components of the DA or DDA, including the DA or DDA Appendices and SUD described above, as set forth in S.F. Administrative Code Chapter 56 (collectively, the "DA or DDA Costs"). The parties agree that all DA or DDA Costs will be paid in quarterly installments as set forth below and will be used to reimburse the City and County Agencies for the work performed under this MOU.

H. IBI will file an application for a DA or DDA, unless such requirements are waived by the City. Notwithstanding any requirement to file an application, IBI and the City recognize that OEWD and the Planning Department are already working collaboratively with IBI to determine the appropriate scope of the DA or DDA, including the initial package of proposed public benefits and infrastructure improvements. Therefore, this MOU is also intended to provide a mechanism by which IBI will reimburse the City and County Agencies for staff time and materials expended on any component of the DA or DDA, DA or DDA Appendices and SUD either in lieu of, or in furtherance of, IBI filing an application for a DA or DDA under Chapter 56 of the Administrative Code.

I. OEWD, SFRPD and the Planning Department agree that the success of this effort is predicated on careful coordination between the traditional real estate economic analysis and negotiation functions of OEWD, the park design, programming and stewardship role of SFRPD and the traditional land use and urban design functions of the Planning Department. Accordingly, each agency will appoint a Project Manager to oversee their respective roles in the DA or DDA formation process.

J. It is also understood by the parties that OEWD, in cooperation with the Planning Department, may waive certain requirements of the existing Development Agreement ordinance as set forth in Chapter 56 of the Administrative Code, or may propose a series of procedural amendments to improve the review and approval process, including potential changes to the DA or DDA application and processing fee approval provisions. Nevertheless, it is the intention of the parties to this MOU to conform to the existing application and approval procedure set forth in Chapter 56 unless and until such time that the Development Agreement process is modified through legislative action.

AGREEMENT

The City and County Agencies, as applicable, and IBI agree to the following:

1. Establishing a DA or DDA Processing Budget, Reimbursement Process and Schedule. OEWD, working in consultation with the Planning Director, has prepared an initial budget (the "IB DA or DDA Reimbursement Budget") for the time and materials required of City and County Agencies to prepare, process and review the proposed DA or DDA, the DA or DDA Appendices, and the SUD ordinance. In addition, OEWD working cooperatively with the Planning Department and IBI shall prepare a schedule for the work and deliverables required by IBI and City and County Agencies to prepare the DA or DDA, the DA or DDA Appendices, and the SUD ordinance (the "IB DA or DDA Schedule"). OWED and IBI shall routinely update the IB DA Schedule to reflect new information and after key milestones are met. In satisfaction of S.F. Administrative Code Chapter 56, IBI shall reimburse all invoices submitted by OEWD to IBI on a quarterly basis and consistent with the IB DA or DDA Reimbursement Budget. The IB DA or DDA Reimbursement Budget is intended to reimburse the City and County Agencies for the costs associated with Tasks A through K described in this MOU ("Tasks A-K" the "Tasks").

2. Term Sheet. OEWD, working in close consultation with the Planning Director, shall act as the lead representative of the City and County Agencies in negotiating the contents of a nonbinding Term Sheet; provided each City and County Agency shall contribute personnel as desired by its director. The Term Sheet shall generally describe the IB Project and its proposed public benefits, including its proposed affordable housing program, infrastructure and transportation improvements, and open space and recreational facilities, and shall define other key terms and conditions of the DA or DDA. It shall also describe the proposed private benefits being granted to IBI above and beyond the development potential conveyed under existing zoning ("Task A").

3. Negotiations. OEWD, working in close consultation with the Planning Director, shall act as the lead representative of the City and County Agencies in negotiating the substance of the

DA or DDA and DA or DDA Appendices with IBI, and shall consult with the City and County Agencies in negotiations with IBI; provided each City Agency shall contribute personnel as selected by its director ("Task B").

4. Drafting. OEWD, in conjunction with the Office of the City Attorney and IBI, shall draft the Term Sheet and DA or DDA, consulting with the Planning Director and City and County Agencies with respect to the items that affect each City Agency. IBI's consultants and architects shall prepare the DA or DDA Appendices in consultation with OEWD ("Task C").

5. SFRPD. The SFRPD Director shall appoint a SFRPD Project Manager who shall coordinate all SFRPD efforts related to the feasibility, redesign and integration of India Basin Shoreline Park, the India Basin Open Space, the 900 Innes Avenue acquisition site, the IB Project site and other India Basin waterfront parcels to create a regional waterfront park to be formally named at a later date and herein referred to as (the "India Basin Park"). The goal of the India Basin Park is the creation of more publicly accessible well-programmed and well-managed waterfront parkland in India Basin and the accelerated build out of the Blue Greenway. This vision may be accomplished through a variety of partnerships and financing mechanisms including, but not limited to, the formation of an area-wide assessment district and reconfiguration of public right-of-ways, City-owned parcels and privately-owned parcels. However, in no event will any transaction result in less public parkland than currently exists today. Ultimately, the India Basin Park partnership will expand publicly owned land in India Basin. Because SFRPD has a special interest in the creation of the India Basin Park, IBI and SFRPD are entering into a separate MOU to memorialize their roles and scope of work (Task "D").

6. Planning Department. The Planning Director shall appoint a Planning Project Manager who shall coordinate all Planning Department efforts related to the preparation of the contents of the DA or DDA and DA or DDA Appendices. The Project Manager shall coordinate the submission of the Environmental Evaluation application (the "EE") which IBI will submit in September of 2014. The Planning Department shall work cooperatively with OEWD and IBI to determine the contents of the SUD ordinance and a Design for Development document and DA or DDA Appendices. The SUD ordinance and Design for Development document shall provide the development standards and design guidelines for the design of the streets, open space, and buildings located within the IB Project. The Planning Department shall also work cooperatively with the City and County Agencies to determine whether the proposed street design standards are feasible and desirable ("Task D"). The Planning Department Division of Major Environmental Analysis ("MEA") shall prepare the Environmental Impact Report for the IB Project, and may consult from time to time with the City and County Agencies regarding the environmental review. The costs of staff time and materials for all of MEA's tasks associated with the environmental review of the IB Project shall not be reimbursed by this Agreement or the DA Fee, but shall instead be reimbursed by the environmental review application fees paid by IBI to MEA (Task "E").

7. SFMTA. SFMTA shall work cooperatively with IBI and the City and County Agencies as necessary to identify and analyze the feasibility and desirability of the transportation improvements proposed by the IB Project, including but not limited to the creation of new

vehicular entrances to India Basin, the construction of new bikeways, and improved and enhanced transit improvements to the Innes Avenue corridor, in order to assist OEWD and IBI in the preparation of a Transportation Plan and Phasing Plan to be included as part of the DA or DDA ("Task F").

8. SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY. The Transportation Authority shall work cooperatively with IBI and the City and County Agencies as necessary to provide guidance on, and review and comment on the Transportation Plan and Phasing Plan to be included as part of the DA or DDA ("Task G"). The Transportation Authority shall provide guidance about how the Transportation Plan and Phasing Plan can support and/or be reflected in countywide transportation planning and programming decisions. ("Task G")

9. MOHCD. MOHCD shall work cooperatively with IBI and the City and County Agencies as necessary to identify and analyze the feasibility and desirability of the Below Market Rate (BMR) affordable housing program proposed by the IB Project in order to assist OEWD and IBI in the preparation of a Affordable Housing Plan to be included as part of the DA or DDA ("Task H").

10. SFPUC. SFPUC shall work cooperatively with IBI and the City and County Agencies as necessary to identify and analyze the feasibility and desirability of the infrastructure improvements proposed by the IB Project, including but not limited to the development of a best practices stormwater management plan, the installation of alternate energy sources such as photovoltaic cells, and the provision of recycled water, in order to assist OEWD and IBI in the preparation of a Resiliency and Infrastructure Plan to be included as part of the DA or DDA("Task I").

11. DPW. The DPW is responsible to assure all dedicated infrastructure elements including streets, sewers, water, street furnishings etc. will meet City Standards and codes. DPW shall work cooperatively with IBI and the City and County Agencies as necessary to identify and analyze the feasibility and desirability of the infrastructure improvements proposed by the IB Project, in order to assist OEWD and IBI in the preparation of an Resiliency and Infrastructure Plan to be included as part of the DA or DDA ("Task J").

12. SF Environment. SF Environment shall work cooperatively with IBI and the City and County Agencies as necessary to identify and analyze the feasibility and desirability of the building technology, utility, and infrastructure improvements proposed by the India Basin Project, including but not limited to the development of a best practices stormwater management plan, the installation of alternate energy sources such as photovoltaic cells, and the provision of recycled water, in order to assist OEWD and IBI in the preparation of the Resiliency and Infrastructure Plan to be approved as part of the DA or DDA ("Task K").

13. Reimbursement.

(a) Tasks A-K. OEWD shall collect invoices from the City and County Agencies on a monthly basis (or such alternative period as agreed to by the parties) showing the actual costs incurred by the City and County Agencies during the applicable period to conduct Tasks A-K, including reasonable costs incurred by the City Attorney's Office for drafting and review of any

necessary documentation for these tasks. These invoices shall indicate the hourly rate for each City Agency staff member at that time, the total number of hours spent by each City Agency staff member on the Tasks during the invoice period, any additional costs incurred by the City and County Agencies and a brief non-confidential description of the work completed. OEWD will use reasonable efforts to get an accounting of time and costs from each City Agency; provided, however, if OEWD is unable to obtain such accounting it may send an invoice to IBI without such accounting without losing any right to include the accounting in a future invoice. IBI shall pay the invoiced amount within 30 calendar days of receipt from OEWD; provided, however, (i) that the maximum amount payable for Tasks A-K shall not exceed the IB DA or DDA Reimbursement Budget, (ii) in the event that City's costs and expenses exceed the amounts set forth in the approved IB DA or DDA Reimbursement Budget, then, notwithstanding anything in this MOU to the contrary, City shall have the right to suspend additional work on all Tasks until the parties reach agreement on any additional payments to be made by IBI to complete Tasks A-K, including any amounts due by IBI for work previously performed, and (iii) in the event the parties cannot reach agreement on a revised budget, or if IBI fails to pay any amounts due and owing hereunder, then City shall have the right to terminate this MOU without cost or liability.

(b) Any DA or DDA Costs shall be paid in quarterly installments over the total period required for preparation of a final DA or DDA and SUD ordinance or as otherwise agreed to by the parties, and shall be subject to any necessary governmental approvals. Upon receipt of any installment, the IB DA or DDA Reimbursements shall be held by City in an account known as the IB DA or DDA Fund. OEWD shall be responsible for coordinating billing by the City and County Agencies, so that IBI receives a single statement from the City with the costs and fees of all City and County Agencies for Tasks performed under this MOU. The billing process and procedure set forth in Section 13 above shall continue to apply, subject to any revisions as may be agreed to by the parties or required as part of a governmental approval of the DA or DDA Fee; provided, however, amounts due from City shall be deducted from the IB DA or DDA Fund. In the event that City's costs and expenses exceed the amounts set forth in the IB DA or DDA Fund, then, notwithstanding anything in this MOU to the contrary, City shall have the right to suspend additional work until the parties reach agreement on any additional payments to be made by IBI to the IB DA or DDA Fund.

14. Schedule. The City and County Agencies and IBI shall make reasonable efforts to complete the Tasks described in this MOU in accordance with the schedule set forth in Appendix A.

15. City Limitation. All Tasks under this MOU are subject to the City's agreement on a fee or reimbursement mechanism for the proposed work. Nothing in this MOU shall obligate the City or County Agencies to expend funds or other resources except for funds that have been expressly agreed upon herein for Task A or in subsequent written addenda to this MOU, nor shall anything in this MOU be construed as a limitation on any party's authority to contribute staff, funds or other resources to the processing, review and consideration of the IB Project.

16. No Liability; Termination. The parties are entering into this MOU in order to cooperate on the preliminary work to be performed with respect to the IB Project as described above. The

parties understand and agree that the City would not be willing to enter into this MOU if it could result in any liability or cost to the City. Accordingly, in the event that IBI believes that the City has violated any of the terms of this MOU, IBI's sole remedy shall be to terminate this MOU. IBI shall be responsible for costs incurred by any of the City or County Agencies leading prior to its termination notification. Furthermore, any party shall have the right to terminate this MOU with respect to its participation in the Tasks described in this MOU at any time without cost or liability by providing notice of termination to the other parties.

17. City Discretion. The City and County Agencies acknowledge and agree that under this MOU, the City and County Agencies are not committing themselves or agreeing to approve any land use entitlements or undertake any other acts or activities relating to the subsequent independent exercise of discretion by the City and County Agencies, the Planning Commission, the Board of Supervisors, the Mayor, or any other agency, commission or department of the City, and that the IB Project documents and approvals are subject to the prior approval of City and County Agencies, the Planning Commission, Board of Supervisors, and the Mayor, each in their sole and absolute discretion. Notwithstanding anything to the contrary herein, the City and County Agencies, and each of their respective boards, commissions, departments, and officials, each shall exercise their sole discretion over all matters relating to the IB Project over which it has jurisdiction consistent with legal requirements, customary practices, and public health, safety, convenience and welfare, and each shall retain, at all times, their respective authority to take any action under its jurisdiction consistent with the foregoing.

18. Environmental Review. The final project ultimately proposed by the City and County Agencies and IBI shall be subject to a process of thorough public review and input and all necessary and appropriate approvals; that process must include environmental review under CEQA before a City Agency, Commission, Board or any other City decision-maker may consider approving the project; and the project will require discretionary approvals by a number of government bodies after public hearings and environmental review. Nothing in this MOU commits, or shall be deemed to commit, the City or the City and County Agencies to approve or implement any project, and they may not do so until environmental review of the project as required under CEQA has been completed. Accordingly, all references to "Village" in this MOU shall mean the proposed project subject to future environmental review and consideration by the City. The City and any other public agency with jurisdiction over any part of the project shall have the absolute discretion before approving the project to: (i) make such modifications to the project as may be necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to avoid or substantially reduce significant environmental impacts; (iii) require the implementation of specific measures to mitigate any specific impacts of the project; (iv) balance the benefits of the project against any significant environmental impacts before taking final action if such significant impacts cannot otherwise be avoided; and (v) determine whether or not to proceed with the project.

19. Notices. Unless otherwise indicated elsewhere in this MOU, all written communications sent by the parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To OEWD:

Anne Taupier
Project Manager
San Francisco Office of Economic and Workplace Development
City Hall, Room 448
One Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Phone: 415-554-6614
Email: Anne.Taupier@sfgov.org

To Planning Department:

John Rahaim
Director
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103
Phone: 415-558-6372
Email: John.Rahaim@sfgov.org

To SFMTA:

Edward D. Reiskin
Director of Transportation
San Francisco Municipal Transportation Agency
One South Van Ness Avenue, 7th Floor
San Francisco, CA 94103-5417
Phone: 415-701-4720
Email: Ed.Reiskin@sfmta.com

To SFCTA:

Tilly Chang
Executive Director
San Francisco County Transportation Authority
1455 Market Street, 22nd Floor
San Francisco, CA 94103
Phone: 415-522-4800
Email: Tilly.Chang@sfcta.org

To MOHCD:

Olson Lee
Director
Mayor's Office of Housing
1 South Van Ness, 5th floor
San Francisco, CA 94103
Phone: 415-701-5513
Email: Olson.M.Lee@sfgov.org

To SFDPW:

Mohammed Nuru
Director
San Francisco Department of Public Works
1 Dr. Carlton B. Goodlett Place
City Hall, Room 348
San Francisco, CA 94102
Phone: 415-554-6920
Fax: 415-554-6944
Email: Mohammed.Nuru@sfdpw.org

To SFPUC:

Harlan Kelly
General Manager
San Francisco Public Utilities Commission
1155 Market Street, 11th Floor
San Francisco, CA 94103
Phone: 415-554-1600
Fax: 415-554-3110
Email: hkelly@sfwater.org

To SF Environment:

Deborah O. Raphael
Director
San Francisco Department of the Environment
1455 Market Street, Suite 1200
San Francisco, CA 94103
Phone: 415-355-3703
Email: Deborah.Raphael@sfgov.org

To: SFRPD:

Phil Ginsburg
Director
San Francisco Recreation and Parks Department
McLaren Lodge
Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117
Phone: 415-831-2700
Email: Phil.Ginsburg@sfgov.org

To India Basin:

Michael Yarne
India Basin Investments, LLC
315 Linden Street
San Francisco, California 94102
Phone: 415-551-7612
Email: Michael@buildinc.biz

With a copy to:

Gibson, Dunn & Crutcher
555 Mission Street, Suite 3000
San Francisco, CA 94105
Attn: Neil Sekri
Phone: 415-393-8334
Fax: 415-374-8405
Email: nsekri@gibsondunn.com

Any notice of default must be sent by registered mail.

20. California Political Reform Act. The parties acknowledge that payments pursuant to this MOU from IBI to OEWD are payments to the City, not to any individual employee or officer of the City, and that the payments therefore are not "income" to any City employee or officer under the California Political Reform Act, California Government Code Section 81000, *et seq.*

21. Notification of Limitations on Contributions. IBI 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 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. IBI 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.

22. No Joint Liability. Nothing in this MOU shall be construed as giving a party the right or ability to bind other parties and nothing in this MOU shall be construed to create any joint liability with regard to, or as a result of, the activities undertaken by any of the parties, their employees, officers and/or agents. All employees, officers and/or agents of a party shall remain employees, officers and/or agents of that party and shall be subject to the laws, procedures, rules and policies governing that party's employees, officers and/or agents.

23. Sunshine. IBI understands and agrees that under the City's Sunshine Ordinance (S.F. Administrative Code Chapter 67) and the State Public Records Law (Gov't Code section 6250 et seq.) apply to this MOU and any and all records and materials submitted to the City in connection with this MOU.

24. Miscellaneous. (a) This MOU may be modified only in writing and by mutual consent of all parties. (b) This MOU shall become effective when signed by all authorized representatives of the City and County Agencies and IBI. It shall remain in effect for each party until terminated in writing by such party, or for the City and County Agencies collectively, by OEWD. (c) There are no intended third party beneficiaries of this MOU. The parties acknowledge and agree that this MOU is entered into for their benefit and not for the benefit of any other party. (d) This MOU shall be governed by the applicable laws of California. (e) This MOU contains all of the representations and the entire agreement between the parties with respect to the subject matter of this MOU. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to such subject matter are superseded in total by this MOU.

IN WITNESS WHEREOF, The parties have executed this AGREEMENT on the date set forth herein.

City and County of San Francisco, a municipal corporation, acting by and through its SAN FRANCISCO OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT

By: _____
Todd Rufo, Director

SAN FRANCISCO PLANNING DEPARTMENT

By: _____
John Rahaim, Director

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

By: _____

Edward D. Reiskin, Director of Transportation

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

By: _____
Tilly Chang, Director

SAN FRANCISCO MAYOR'S OFFICE OF HOUSING & COMMUNITY DEVELOPMENT

By: _____

Kate Hartley, Deputy Director

SAN FRANCISCO DEPARTMENT OF THE ENVIRONMENT

By: _____
Deborah O. Raphael, Director

SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

By: _____

Mohammed Nuru, Director

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

By: _____

Harlan Kelly, General Manager

SAN FRANCISCO RECREATION AND PARKS DEPARTMENT

By: _____

Phil Ginsburg, Director

INDIA BASIN INVESTMENTS, LLC

By: _____

Michael Yarne, MANAGING MEMBER

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

By: _____
Heidi J. Gewertz, Deputy City Attorney

Mayoral Matters Pending (as of July 11, 2018)

1.	170205	Ordinance	Ordinance amending the Administrative Code to require a citywide project labor agreement applicable to certain public work or improvement projects with projected costs over $1,000,000 or where delay in completing the project may interrupt or delay services or use of facilities that are important to the City's essential operations or infrastructure.	**Commented [AP1]:** TBD
2.	170273	Ordinance	Ordinance amending the Public Works Code to allow the use of microtrenching to install fiber-optic cables in the sidewalk portion of the public right-of-way; and affirming the Planning Department's determination under the California Environmental Quality Act.	**Commented [AP2]:** Decline sponsorship
3.	170861	Ordinance	Ordinance amending Ordinance No. 244-16, regarding a Project Partnership between the U.S. Army Corps of Engineers and the Port to allow federal dredging of the Central Basin adjacent to Pier 70, to: 1) change the project dredging depth from 32 feet to 35 feet; 2) increase the estimated initial project cost from $8,971,000 to $11,690,000; 3) increase the Port's 25% project contribution from $2,242,740 to $2,922,500; 4) change the frequency of maintenance dredging from every four years to every two years, and at an estimated cost of $2,080,000 instead of $1,026,000 for each maintenance dredge ep...	**Commented [AP3]:** sponsor
4.	170878	Resolution	Resolution of Intention to establish Sub-Project Area G-2, Sub-Project Area G-3 and Sub-Project Area G-4 of City and County of San Francisco Infrastructure Financing District No. 2 (Port of San Francisco, Pier 70); to call a public hearing on April 17, 2018, on the establishment and to provide public notice thereof; and affirming the Planning Department's determination, and making findings under the California Environmental Quality Act.	**Commented [AP4]:** sponsor
5.	170879	Resolution	Resolution of Intention to Issue Bonds in an Amount Not to Exceed $273,900,000, $196,100,000 and $323,300,000 for Sub-Project Area G-2, Sub-Project Area G-3 and Sub-Project Area G-4, respectively, City and County of San Francisco Infrastructure Financing District No. 2 (Port of San Francisco, Pier 70); and affirming the Planning Department's determination, and making findings under the California Environmental Quality Act.	**Commented [AP5]:** sponsor
6.	170880	Resolution	Resolution of Intention to establish City and County of San Francisco Infrastructure and Revitalization Financing District No. 2 (Hoedown Yard, Pier 70) on land within the City and County of San Francisco commonly known as the Hoedown Yard to finance the construction of affordable housing within Pier 70 and Parcel K South; to provide for future annexation; to call a public hearing on April 17, 2018, on the formation of the district and to provide public notice thereof; determining other matters in connection	**Commented [AP6]:** sponsor

therewith; and affirming the Planning Department's determination, and making findings ...

7. 170881 Resolution Resolution authorizing and directing the Executive Director of the Port of San Francisco, or designee thereof, to prepare an infrastructure financing plan for City and County of San Francisco Infrastructure and Revitalization Financing District No. 2 (Hoedown Yard, Pier 70); determining other matters in connection therewith; and affirming the Planning Department's determination, and making findings under the California Environmental Quality Act.

Commented [AP7]: sponsor

8. 170882 Resolution Resolution of intention to issue bonds for City and County of San Francisco Infrastructure and Revitalization Financing District No. 2 (Hoedown Yard, Pier 70); determining other matters in connection therewith; and affirming the Planning Department's determination, and making findings under the California Environmental Quality Act.

Commented [AP8]: sponsor

9. 171139 Ordinance Ordinance amending the Building Code to require new commercial buildings of 25,000 square feet or more and new residential buildings of three units or more to provide a dedicated telecommunications space in a centrally located place in the building and to install fiber-ready cabling that is connected to an approved telecommunications network; affirming the Planning Department's determination under the California Environmental Quality Act; making findings of local conditions under the California Health and Safety Code; and directing the Clerk of the Board of Supervisors to forward the legislate...

Commented [AP9]: Decline sponsorship

10. 171320 Resolution Resolution authorizing and approving a Lease with NPU, Inc., a California corporation, for the United States Old Mint at 88 Fifth Street, at the monthly base rent of $20,000; requiring tenant to be responsible for all utilities and services, participation rent of 50% of venue rental fees and $2,500 per ticketed event, for a two year term to commence upon approval by the Board of Supervisors and Mayor through July 31, 2019, with three one-year options to extend; adopting findings under the California Environmental Quality Act, Public Resources Code, Section 21000 et seq.; and making findings th...

Commented [AP10]: sponsor

11. 180184 Ordinance Ordinance amending the Administrative and Planning Codes to give effect to the Central South of Market Area Plan, encompassing an area generally bounded on its western portion by Sixth Street, on its eastern portion by Second Street, on its northern portion by the border of the Downtown Plan Area (an irregular border that generally jogs along Folsom, Howard and Stevenson Streets), and on its southern portion by Townsend Street; making approval findings under the California Environmental Quality Act, including adopting a statement of overriding considerations; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code,

Commented [AP11]: sponsor

Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

12. 180185 Ordinance Ordinance amending the Zoning Map of the Planning Code to create the Central South of Market (SoMa) Special Use District and make other amendments to the Height and Bulk District Maps and Zoning Use District Maps consistent with the Central SoMa Area Plan, encompassing an area generally bounded on its western portion by Sixth Street, on its eastern portion by Second Street, on its northern portion by the border of the Downtown Plan Area (an irregular border that generally jogs along Folsom, Howard and Stevenson Streets), and on its southern portion by Townsend Street; affirming the Planning De... **Commented [AP12]:** sponsor

13. 180316 Ordinance Ordinance amending the Administrative Code to allow members of the Successor Agency Commission to be eligible to participate in the City's Health Service System. **Commented [AP13]:** sponsor

14. 180425 Resolution Resolution receiving and approving the annual report for the Tourism Improvement District and Moscone Expansion District for FY2016-2017, submitted as required by the Property and Business Improvement District Law of 1994 (California Streets and Highways Code, Sections 36600, et seq.), Section 36650, and the District's management agreement with the City, Section 3.4. **Commented [AP14]:** sponsor

15. 180445 Ordinance Proposed Budget and Appropriation Ordinance appropriating all estimated receipts and all estimated expenditures for the Airport Commission, Board of Appeals, Department of Building Inspection, Child Support Services, Office of County Education, Department of the Environment, Law Library, Municipal Transportation Agency, Port, Public Library, San Francisco Public Utilities Commission, Residential Rent Stabilization and Arbitration Board, and Retirement System as of May 1, 2018, for FYs 2018-2019 and 2019-2020. **Commented [AP15]:** sponsor

16. 180446 Ordinance Proposed Annual Salary Ordinance enumerating positions in the Proposed Budget and Appropriation Ordinance for the Airport Commission, Board of Appeals, Department of Building Inspection, Child Support Services, Office of County Education, Department of the Environment, Law Library, Municipal Transportation Agency, Port, Public Library, San Francisco Public Utilities Commission, Residential Rent Stabilization and Arbitration Board, and Retirement System as of May 1, 2018, for FYs 2018-2019 and 2019-2020. **Commented [AP16]:** sponsor

17. 180453 Ordinance Ordinance amending the Business and Tax Regulations and Planning Codes to create the Central South of Market Housing Sustainability District (encompassing an area generally bounded on its western portion by Sixth Street, on its eastern portion by Second Street, on its northern portion by the border of the Downtown Plan Area (an irregular border that generally tracks Folsom, Howard, or Stevenson Streets), and on its southern **Commented [AP17]:** sponsor

			portion by Townsend Street) to provide a streamlined and ministerial approval process for certain housing projects within the District meeting specific labor, on-site affor...	
18.	180571	Ordinance	Ordinance adopting a question to appear on the November 6, 2018 ballot regarding the proposed ordinance to incur $425,000,000 of bonded debt of the City and County to finance the construction, reconstruction, acquisition, improvement, demolition, seismic strengthening and repair of the Embarcadero Seawall and other critical infrastructure, and related costs necessary or convenient for the foregoing purposes.	**Commented [AP18]:** sponsor
19.	180584	Ordinance	Ordinance amending the Planning Code and the fees set forth in Ordinance No. 149-16 to clarify the fees applicable to projects with no or very low construction cost and to change the fees for transportation analysis; and affirming the Planning Department's determination under the California Environmental Quality Act, making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and adopting findings of public necessity, convenience, and welfare under Planning Code, Section 302.	**Commented [AP19]:** sponsor
20.	180588	Ordinance	Ordinance de-appropriating $6,174,381 from permanent salaries, and appropriating $6,174,381 to Police Department to support increases in Workers' Compensation expenditures for FY2017-2018.	**Commented [AP20]:** sponsor
21.	180613	Ordinance	Ordinance amending the Planning Code to allow square footage of baseline office space that is converted to non-office uses to be available for allocation under the Office Development Limit Program and requiring Zoning Administrator written determination for such space; affirming the Planning Department's determination under the California Environmental Quality Act; making findings of public necessity, convenience, and welfare under Planning Code, Section 302; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.	**Commented [AP21]:** sponsor
22.	180615	Ordinance	Ordinance amending the Administrative Code to require City departments to report information to the Public Utilities Commission regarding water conservation efforts.	**Commented [AP22]:** sponsor
23.	180622	Resolution	Resolution declaring the intention of the Board of Supervisors to establish City and County of San Francisco Special Tax District No. 2018-1 (Central SoMa), and determining other matters in connection therewith.	**Commented [AP23]:** sponsor
24.	180623	Resolution	Resolution declaring the intention of the Board of Supervisors to incur bonded indebtedness and other debt for City and County of San Francisco Special Tax District No. 2018-1 (Central SoMa), and determining other matters in connection therewith.	**Commented [AP24]:** sponsor
25.	180643	Ordinance	Ordinance amending the Planning Code to streamline affordable housing project review by eliminating a Planning Commission	**Commented [AP25]:** sponsor

Discretionary Review hearing for 100% affordable housing projects upon delegation by the Planning Commission; to provide for Planning Department review of large projects located in C-3 (Downtown Commercial) Districts and for certain minor alterations to Historical Landmarks and in Conservation Districts; to consolidate, standardize, and streamline notification requirements and procedures, including required newspaper notice, in Residential, Commercial, and Mixed-Use Distric...

26. 180647 Resolution Resolution authorizing the acceptance and expenditure of California State Senate Bill 1 Local Partnership Program formulaic funding in the amount of $4,189,000 for San Francisco Public Works' street resurfacing projects for FYs 2017-2018 and 2018-2019.

Commented [AP26]: sponsor

27. 180662 Resolution Resolution authorizing the Office of the Assessor-Recorder to apply for a County Assessor's Grant Program from the California State Department of Finance in the amount of $2,250,000 ($750,000 for FY2018-2019, $750,000 for FY2019-2020, and $750,000 for FY2020-2021) for the period of July 1, 2018, through June 30, 2021.

Commented [AP27]: sponsor

28. 180663 Resolution Resolution retroactively authorizing the Recreation and Park Department to accept and expend a grant in the amount of approximately $124,614 from the San Francisco Parks Alliance to fund community events, staff development, recreation programming, and other activities that occurred in FY2016-2017, for the period of July 1, 2016, through June 30, 2017; and waiving indirect costs.

Commented [AP28]: sponsor

29. 180682 Resolution Resolution declaring the intent of the City and County of San Francisco ("City") to reimburse certain expenditures from proceeds of future bonded indebtedness; authorizing the Director of the Mayor's Office of Housing and Community Development ("Director") to submit an application and related documents to the California Debt Limit Allocation Committee ("CDLAC") to permit the issuance of residential mortgage revenue bonds in an aggregate principal amount not to exceed $60,000,000 for 88 Broadway Street; authorizing and directing the Director to direct the Controller's Office to hold in trust an...

Commented [AP29]: sponsor

30. 180683 Resolution Resolution adopting the Mitigation Monitoring and Reporting Program under the California Environmental Quality Act for an affordable housing project at Seawall Lot 322-1 (the "Port Property" or the "Development") along with an affordable housing project on city-owned property at 735 Davis Street (collectively, the "Project"); affirming the Port Commission's Public Trust findings; adopting findings that the Project is consistent with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and approving and authorizing the execution of a Ground Lease for the Property w...

Commented [AP30]: sponsor

31. 180684 Resolution Resolution declaring the intent of the City and County of San Francisco ("City") to reimburse certain expenditures from proceeds of future bonded indebtedness; authorizing the Director of the Mayor's Office of Housing and Community Development ("Director") to submit an application and related documents to the California Debt Limit Allocation Committee ("CDLAC") to permit the issuance of residential mortgage revenue bonds in an aggregate principal amount not to exceed $30,000,000 for 735 Davis Street; authorizing and directing the Director to direct the Controller's Office to hold in trust an a...

Commented [AP31]: sponsor

32. 180685 Resolution Resolution approving the jurisdictional transfer of City property at 735 Davis Street, Assessor's Parcel Block No. 0140, Lot No. 008, from Public Works to the Mayor's Office of Housing and Community Development for affordable housing; approving the transfer price of $0; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and authorizing other actions in furtherance of this Resolution, as defined herein.

Commented [AP32]: sponsor

33. 180686 Resolution Resolution approving and authorizing the execution of an Option to Ground Lease for a term to commence following Board approval through June 30, 2019, with a 12-month option to extend, providing 735 Davis Senior, L.P. the right to ground lease the City owned parcel located at 735 Davis Street (Assessor's Parcel Block No. 0140, Lot No. 008) ("Property") with annual base rent of $15,000 for a term of 75 years with one 24-year extension option, in order to construct a 100% affordable, 53-unit multifamily rental housing development for low-income to moderate-income seniors and formally homeless...

Commented [AP33]: sponsor

34. 180687 Resolution Resolution authorizing the execution and delivery of a multifamily housing revenue note in one or more series in an aggregate principal amount not to exceed $35,715,500 for the purpose of providing financing for the construction of an 81-unit multifamily rental housing project known as "490 South Van Ness Avenue"; approving the form of and authorizing the execution of a funding loan agreement providing the terms and conditions of the loan from the funding lender to the City and the execution and delivery of the note; approving the form of and authorizing the execution of a borrower loan agreem...

Commented [AP34]: sponsor

35. 180688 Resolution Resolution approving and authorizing a long term Ground Lease with 490 SVN Housing Associates, LP, on City owned land at 490 South Van Ness Avenue ("Property") for a term of 75 years, to commence following Board approval, with one 24-year extension option, and with an annual based rent of $15,000 in order to construct a 100% affordable, 80-unit multifamily rental housing development (plus one manager unit) for low-income persons ("Project"); adopting findings that the Ground Lease is consistent with the California Environmental Quality Act, the General Plan,

Commented [AP35]: sponsor

and the priority policies of Planni...

36. 180732 Ordinance Ordinance amending the Police Code to authorize the Chief of Police, or the Chief's designee, to provide signed verification of preapplication meetings for neighborhood-restricted liquor licenses.

Commented [AP36]: sponsor

37. 180737 Resolution Resolution authorizing designated City and County officials to execute and file on behalf of the City and County of San Francisco any actions necessary for the purpose of obtaining State and Federal financial assistance under various grant programs, including: the Federal Fiscal Year 2018 Urban Areas Security Initiative Grant, the Federal Fiscal Year 2018 State Homeland Security Grant Program, the 2018 Emergency Management Performance Grant, and the 2018 Local Government Oil Spill Contingency Plan Grant Program.

Commented [AP37]: TBD

SAN FRANCISCO
PLANNING DEPARTMENT

Memo to the Planning Commission

HEARING DATE: AUGUST 23, 2018

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Case No.:	**2014-002541 DVA**
Project Address:	**India Basin Mixed Use Project**
Existing Zoning:	M-1 (Light Industrial) M-2 (Heavy Industrial) NC-2 (Small Scale Neighborhood Commercial) P (Public) 40-X and OS (Open Space) Height and Bulk Districts
Proposed Zoning:	NC-2, MUG, P India Basin Special Use District (SUD) 20/160-IB, OS
Block/Lot:	Various Lots on Blocks 4596, 4597, 4605, 4606, 4607, 4620, 4621, 4622, 4629A, 4630, 4631, 4644, 4645, and 4646
Project Sponsor:	India Basin Investment, LLC (aka BUILD)
Staff Contact:	Joshua Switzky – (415) 575-6815 Joshua.Switzky@sfgov.org

Recommendation: **Approval**

On July 26, 2018, the Commission took the following actions regarding the India Basin Mixed-Use Project ("Project"): (1) adoption of the FEIR; (2) Adoption of CEQA findings; (3) approval of General Plan Amendments; (4) adoption of General Plan Findings and Planning Code section 101.1 Findings (incorporated into the GPA approval Resolution); (5) approval of Planning Code and Map Amendments; (6) adoption of Shadow findings under Planning Code Section 295; and (7) approval of the India Basin Design Standards and Guidelines ("DSG").

The Planning Commission was provided a presentation on the proposed Development Agreement at the July 26, 2018 hearing, and the previous draft of the DA was included in that hearing's packet. Staff had indicated that the Planning Commission would not be asked to take action on the DA until the August 23, 2018 hearing.

This packet includes an updated draft of the DA including all attachments, along with a draft approval Resolution and draft Ordinance. The updates to the draft DA since the version provided prior to the July 26 hearing include but are not limited to:

- Addition of DA language in 4.1.1 referencing sustainability elements identified in the DSG as key community benefits
- Updates to Phasing Plan (Exh. N), including addition of language providing for City first-right-of-refusal option to lease 5,000 commercial space for additional community facilities or public uses
- Access and Maintenance Requirements for Privately-Owned Community Improvements (Exh. M-2)

- Finance Plan (Exh. G)
- Workforce Plan (Exh. R)

The original Executive Summary is also included for informational purposes.

Attachments:
Executive Summary (July 19, 2018)
Draft Development Agreement Resolution
Draft Development Agreement Ordinance
Draft Development Agreement and Exhibits, excluding Design Standards & Guidelines document (Exhibit F) approved by Commission on July 26

Executive Summary

HEARING DATE: JULY 26, 2018

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Case No.:	**2014-002541ENV GPA PCA MAP DEV CWP SHD**
Project Address:	**India Basin Mixed Use Project**
Existing Zoning:	M-1 (Light Industrial) M-2 (Heavy Industrial) NC-2 (Small Scale Neighborhood Commercial) P (Public) 40-X and OS (Open Space) Height and Bulk Districts
Proposed Zoning:	NC-2, MUG, P India Basin Special Use District (SUD) 20/160-IB, OS
Block/Lot:	Various Lots on Blocks 4596, 4597, 4605, 4606, 4607, 4620, 4621, 4622, 4629A, 4630, 4631, 4644, 4645, and 4646
Project Sponsor:	Recreation and Park Department and India Basin Investments, LLC.
Staff Contact:	Mathew Snyder – (415) 575-6891 Mathew.Snyder@sfgov.org

SUMMARY

On July 26, 2018, the Planning Commission ("Commission") will consider a series of approval actions related to the proposed India Basin Mixed-Use Project ("Project"). The Commission has previously reviewed the Project as part of: 1) informational hearings on June 21, 2018 and March 9, 2017; and 2) the Draft Environmental Impact Report ("DEIR") on October 19, 2017. The Project has also been discussed at Commission in the context of the Southern Bayfront Strategy in multiple informational hearings. The Commission's action on the Project will include the following:

1. Certification of the Final Environmental Impact Report ("FEIR") prepared for the Project pursuant to the California Environmental Quality Act (Pub. Resources Code §§ 21,000 et seq., "CEQA"), the guidelines implementing CEQA (14 Cal. Code Regs. §§ 15,000 et seq., "CEQA Guidelines"), and the Chapter 31 of the City's Administrative Code;
2. Adoption of CEQA Findings, including a Mitigation and Monitoring Plan ("MMRP");
3. Recommendation to the Board of Supervisors to approve General Plan Amendments to amend the Bayview Hunters Point Area Plan, the Commerce and Industry Element, the Urban Design Element and the Recreation and Open Space Element as further described below;
4. Adopt General Plan and Planning Code Section 101.1 Consistency Findings;
5. Recommendation to the Board of Supervisors to approve Zoning Map Amendments and Planning Code Text Amendments to reclassify the site and establish the India Basin Special Use District ("SUD");
6. Approval of the Design Standards and Guidelines ("DSG");

7. Approval of the Development Agreement ("DA") (Note: Approval of the DA will be continued to August 23, 2018 for final action); and

8. Adoption of Shadow Findings (Planning Code Section 295)

PROJECT DESCRIPTION

The India Basin site (the "Site") is located within the Bayview Hunters Point neighborhood just northwest of the Hunters Point Shipyard and northeast of Hunters Point Hill. The Project analyzed under the India Basin Mixed-Use Project EIR included two main components: (1) 900 Innes Avenue and the India Basin Shoreline Park, which is being development by the Recreation and Park Department (RPD), and (2) 700 Innes and the India Basin Open Space (PRD property), which is being developed by BUILD, together encompassing 38.24 acres. The CEQA Certification and CEQA Findings are for the entire Site.

However, except for a portion of the proposed rezoning under the Planning Code Map Amendments, all other entitlement actions described here are related to the 700 Innes property developed by BUILD. The Build component, in turn, is comprised of private land owned by Build (17.2 acres), the India Basin Open Space, an RPD property that borders the site along almost the entire waterfront (6.2 acres), and unimproved right-of-way (ROW) (5.94 acres) for a total of 29.26 acres.

The proposed project (the "Project") will be built in up to three phases with residential, commercial, and open space uses in each phase along with a new street network. BUILD will also improve the India Basin Open Space") that borders the site along almost the entire waterfront into enhanced wetlands, a boardwalk, and a beach. Except for one residential structure located on Earl Street, which is proposed to be relocated within the Site, there are no current active uses on the Site.

The proposal consists of up to 3,462,550 gross square feet of total new development, including: 1,506,324 gsf of residential space (up to 1,575 units), 209,106 gsf of non-residential space, up to 1,800 vehicle spaces and 1,575 bicycle spaces, and 676,052 sq. ft. (15.5 acres) of new or improved publicly accessible open space, including the approximately 5-acre "Big Green" and an enhanced India Basin Open Space, among other public plazas, promenades and open areas. The commercial space could include office development, possible community / institutional uses, smaller scale PDR, and retail uses.

The Project would be divided up into three main geographic areas: (1) the Hillside, located on the southern portion of the site that slopes downward from Innes to New Hudson (a newly proposed street); (2) the Flats, the flat portion of the site east of New Hudson; and (3) the Cove, located at the northern portion of the site. Three shared, centralized, mostly subterranean garages are proposed to be constructed under each of these three areas.

Heights of buildings would range between 20 feet and 160 feet and would generally step with the site's terrain down toward the water. A majority of the buildings would be 4, 5, and 6 stories in height. The buildings closest to the Bay would include between 8 and 12 "micro parcels" ranging from 20-25 feet wide with a maximum height limit of 30 feet. Buildings taller than 80 feet would be limited to two 160-foot tall buildings -- one located at the primary entrance to the Site on Arelious Walker and Innes Avenue and the other located in the Cove at New Hudson Avenue.

The Big Green would be an approximately 5.5-acre, publicly owned and accessible open space supporting grasslands, a wet meadow, and recreational areas such as a children's play area, an off-leash dog area, a

stormwater bioretention ponds, swales, and planters. The Big Green will be permanently deeded to the City and will be transferred to the jurisdiction of the Port of San Francisco ("the Port"); it will be managed by the Recreation and Parks Commission under an agreement with the Port. The Recreation and Parks Commission owns the adjacent India Basin Open Space.

The shoreline would include wetlands and natural areas suitable for existing and new habitats, diverse ecologies and waterfront access. A terraced boardwalk and overlooks are proposed at the top of the bank allowing visitors to experience the dynamic tidal marshes without disturbing the habitat. Located on the East shoreline of the Project midway up the bank would be a perched sand area (the "Perched Beach") that provides recreational amenities at the Bay's edge. Adjacent to the perched beach will be a building housing concessions, rentals, and amenities for the public that will serve the southern section of the park. The Cove Terrace, another publicly owned open space, would offer an urban waterfront experience.

Immediately adjacent to the Big Green would be the primary public gathering space, a centrally located hardscaped plaza area that would be used as a public market ("The Public Market"). The Public Market, which would be privately owned but publicly accessible, would include flexible pavilions designed to be modular and evolve over time providing seating, shade, community spaces and stalls for local vendors and artisans, as well as restrooms and other park amenities.

Other privately owned publicly accessible open spaces would include the Town Triangle, a plaza and secondary gathering space for residents and visitors to the Flats and Hillside; the Transit Plaza, a multi-modal transportation hub at Innes Ave and Arelious Walker, and several intimate pocket plazas, and public access easements and laneways that will break up the large (600') blocks.

The Project's circulation and open space would be designed to connect with and complement the adjacent planned public open spaces that flank the Site on either side, specifically at 900 Innes (a property owned by the San Francisco Recreation and Parks Department ("RPD")) and Hunters Point Shipyard's Northside Park.

ENVIRONMENTAL REVIEW

On September 17, 2017, the Department published the India Basin Mixed-Use Project Draft Environmental Impact Report ("DEIR") for public review (Case No. 2014-002541ENV). The DEIR was available for public comment until October 30, 2017.

On October 19, 2017, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the DEIR.

On July 11, 2017, the Department published a Comments and Responses document, responding to comments made regarding the DEIR.

On July 26, 2018, the Commission will consider certification of the Final Environmental Impact Report ("FEIR") for the Project, and will determine if it is adequate, accurate and complete.

In addition, on July 26, 2018, the Commission must adopt the CEQA Findings for the FEIR, prior to the approval of the Project (See Case No. 2014-002541GPA PCA MAP DVA CWP).

HEARING NOTIFICATION

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Classified News Ad	20 days	July 6, 2018	July 4, 2018	22 days
Posted Notice	n/a	Not Required	n/a	n/a
Mailed Notice	20 days	July 6, 2018	July 6, 2018	20

PUBLIC COMMENT

The Project Sponsor has engaged in a robust community outreach program throughout the development of the Project, which has been under development for many years. Build's public engagement has included, but has not been limited to, the convening of two community working groups, one to discuss the immediate India Basin community's interests and concerns, and the other to discuss the greater Bayview community's interests and concerns. Build's community engagement included roughly 125 community meetings, workshops and presentations, including the two working groups above, presentations to the Bayview Hunters Point CAC, the Hunters Point Shipyard CAC, the India Basin Neighborhood Associations meetings, and the Planning Commission.

Recently, some community members have expressed concern regarding the heights of the Project, particularly regarding the two structures that would reach 160-feet in height (see further discussion below).

The owner of 748 Innes, the Russian Banya Baths, have expressed concern about the proposed heights of immediate adjacent buildings, and the soil conditions of the site.

Some community members have expressed a desire to see, as a part of the community benefits package associated with the DA, funds be made available to the Bayview community for general community development in addition to those currently delineated in the Community Benefits Package.

PLANNING COMMISSION REQUIRED ACTIONS FOR THE PROJECT

As summarized above, the Commission must take several actions to approve the Project. These actions include:

Certification of the FEIR and adoption of CEQA Findings.

General Plan Consistency Findings

The Commission must adopt findings of General Plan consistency for all approval and implementation actions related to the project. These findings are included in the first approval action being considered by the Commission, which is consideration of the ordinance to amend the General Plan.

General Plan

The subject General Plan Amendments would amend: (1) the Bayview Hunters Point Area Plan by removing Policy 1.6 and Figure 6, which identifies the majority of 700 Innes as industrial; (2) Urban Design Element Map 4 by establishing maximum heights consistent with the proposal; (3) Commerce and Industry Element Map 3 by removing the industrial designation on the site; (4) Recreation and Open

Space Element Policy 2.4 by removing the reference to the India Basin Shoreline Plan, a previous plan that was proposed but never officially adopted.

Planning Code Map and Text Amendment – India Basin Special Use District (SUD)
On June 21, 2018, Supervisor Malia Cohen initiated the ordinance that would amend the Planning Code to establish the India Basin SUD and make other conforming Code amendments.

The SUD will provide specific land use and development controls for the project site, which encompasses the Build property at 700 Innes Avenue, the public rights-of-way within the boundaries of the site and the surrounding India Basin Open Space. The India Basin SUD sets forth the zoning requirements for the site, including:

- Uses, including allowed uses per parcel and ground floor requirements;
- Building Standards, including Off-Street Parking, Bicycle Parking, Dwelling Unit Exposure, Open Space for Dwelling Units, Permitted Obstructions and Signage;
- Incorporation by reference of the Design Controls document, which contains additional standards and guidelines for development of the site

In addition, the SUD outlines the design review process for the Development Phases, Vertical Improvements and Minor/Major Modifications to Building Standards. The Design Review procedures include:

- Phase Approval: An overarching "Phase application" will be submitted to the Department for approval in accordance with a Development Agreement ("DA"). The Phase approval would assure that the Master Developer is moving forward with infrastructure and community improvements at the same time as the development of the buildings (Vertical Improvements). The Phase approval is required before Planning can begin review on a specific Vertical Improvement.
- Design Review and Approval of Vertical Improvements and Privately-Owned Horizontal Improvements: Design review and applications for Vertical Improvements (new construction of a building or any later expansion/major alteration or addition to a previously-approved building) and Privately-Owned Horizontal Improvements (eg Town Triangle, Public Market) will be submitted to Planning. Planning staff shall review these applications for consistency with the SUD and the DSG. The Planning Director shall have discretion over minor modifications (deviation of less than 10 percent from any dimensional or numerical standard in the SUD and the DSG), while the Planning Commission shall review and approval any major modification. Other than major modifications, the Planning Director would approve all Vertical Improvements and Privately-Owned Horizontal Improvements.

Zoning Map Amendments
The same ordinance introduced on June 21, 2018 by Supervisor Malia Cohen would also amend the Zoning Map and Height and Bulk District Map for the project site. As indicated above, the Site would be included within the new India Basin SUD. The portion of the project that is planned for development would also be rezoned from its underlying M-1(Light-Industrial) designation to MUG (Mixed-Use General) as a way to indicate its intent of mixed-use and not light industrial development.

Notwithstanding the underlying MUG designation, the requirements outlined in the new SUD would control. The Zoning Map amendment would also rezone the RPD land from any remnants of NC-2, M-1 and M-2 zoning to P (Public) to indicate its intended public use.

The entire site is currently within a 40-X Height and Bulk designation. The portion of the site slated for development would be rezoned to a 20/160-IB Height and Bulk District, which would, in turn, refer to the India Basin SUD for fine-grained height regulations. The portion of the site currently within RPD jurisdiction would be rezoned with an "OS" (Open Space) Height and Bulk Designation, to again, indicate its planned use for open space.

Design Standards and Guidelines Document (DSG)

The DSG articulates a vision and goals for the character of the overall project, and provides specificity on aspects of land use, building frontage, open space, streets and streetscapes, parking and loading, buildings, lighting, and signage. The scope of the DSG is expansive, and includes standards and guidelines for each topic area. The following is a summary of the main chapters of the DSG:

- *Land Use:* The site would be divided up into several sub-land use zones that would indicate a breadth of allowable land uses or set aside a zone for publicly accessible recreation and open space. Land use zones would vary in their flexibility with the larger sites along Innes (also referred to as the Hillside and Cove) allowing a wider range of uses. Zones further into the interior of the site would be more restrictive to residential uses to varying degrees. Certain ground floor land uses, such as retail and other active uses, would also be required in some contexts, particularly along primary pedestrian streets, such as New Hudson, which is envisioned as the site's main retail street.

  Open Space Network: The Project will create or improve approximately 15 acres including the Big Green, Public Market, Town Triangle, and several smaller plazas and pathways throughout.

  Streets and Streetscapes: The Project will establish a new street network, which will connect the project site to the larger City and the Hunters Point neighborhood. The street will be designed in compliance with the India Basin Transportation Plan and Infrastructure Plans, both of which are adopted along with the DA.

- *Parking and Loading:* The DSG allows for the construction of a maximum of 1,800 parking spaces in below grade or fully wrapped parking structures. The parking is proposed to be provided in three shared structures that will also provide public parking for those visiting the new open space resources.

- *Buildings:* The Project establishes standards and guidelines for massing and architecture, streetwall, building base and ground floor, facades and materiality, projections, roofs, residential building elements and open space, garages and service entry design, and sustainability. The DSG emphasizes design considerations for pedestrians by including robust requirements for activation, modulation, and scaling building frontages with respect to the scale and function of the adjacent street or open space.

Development Agreement (DA)

The Development Agreement (DA) is a contract between the City and the developer (Build) that vests to the Developer master entitlement to construct the project in exchange for public benefit obligations of the developer above and beyond those provided by typical code-compliant projects. The DA "runs with the land" for a period of 25 years (i.e. transfers to any new parties, in case that Build sells all or part of the land, including future HOAs). Among other things, the DA gives the master developer the right to develop the Project in phases in accordance with the DA, requires certain public benefits, describes the application of existing and future City laws, and establishes fees and exactions. Key provisions of the DA include:

- *Open Space:* Creation or improvement of approximately 14 acres of public open space, including improvement of RPD's India Basin Open Space, creation of the Big Green and dedication to RPD, Public Market and Town Triangle as well as publicly accessible plazas, bicycle trails and pedestrian pathways and spaces throughout the site.
- *Affordable Housing:* The Project would create a significant amount of affordable housing units. The affordable housing plan will facilitate development of 25% of all residential units built within the project site as below market rate units, inclusionary units or in lieu fee units. A minimum of 319 affordable units will be built as either on-site inclusionary or in dedicated parcels within the site. The project may fee out on up to 300 market-rate units, generating an in-lieu fee for up to 75 offsite affordable units that can be satisfied through either new construction or acquisition rehabilitation exclusively in Supervisor District 10.
- *Sustainability and Sea Level Rise Protection:* The Project would implement sustainability measures to enhance livability, health and wellness, mobility and connectivity, climate protection, resource efficiency, and ecosystem stewardship and provide funding sources through the formation of a Community Facilities (Special Tax) District that the City will use to implement protections along the Southern Bayfront shoreline from future sea level rise.
- *Maintenance of Public Spaces and other Areas:* A separate services-only Community Facilities (Special Tax) District will be established to provide approximately $1.5 million annual private financing by the project for the cost of long-term management and maintenance of public spaces and certain portions of public rights-of-way with improvements that exceed basic city standards.
- *Transportation:* The Project would construct major new transportation infrastructure and would contribute toward other transportation and other infrastructure critical to serving India Basin through payment of a Transit Impact Fee, estimated at approximately $10 million. The Project includes a robust Transportation Demand Management program with a requirement to reduce single occupancy vehicle trips by 20% from baseline metrics. This requirement was identified as part of the environmental review process.
- *Jobs & Workforce Development Program:* The Project will implement a robust workforce commitment program to encourage local business participation, including LBE participation goal of 17% as established by the City's Contract Monitoring Division as well as participation in the City's First Source Hiring Requirements. The sponsor will further provide resources to support community-based organizations that provide barrier removal services and job readiness training for individuals within at-risk populations.
- *Community Facilities.* If requested, the Project will make available to the City up to 5,000 gsf of space at market rate for community facilities.

In conjunction with the Development Agreement, it is proposed that the Board of Supervisors would approve various transactional documents, including the State Lands Trust Exchange Agreement, which is an agreement between the master developer and the Port. Other City agencies retain a role in reviewing and issuing later approvals for the Project (for example, subdivision of the site and construction of infrastructure and other public facilities), as memorialized in the DA and other implementing documents. It is also proposed as part of approval of the DA that the City will consent to waive or modify certain procedures and requirements under existing Codes in consideration of alternative provisions in the DA.

Shadow Impact Finding (Section 295)

Pursuant to Planning Code Section 295, no net new shadow is allowed to be created by new development on any property under the jurisdiction of, or designated for acquisition by, Recreation and Park Department property unless the Planning Commission, in consultation with Recreation and Park's General Manager and the Recreation and Park Commission, makes findings that the new shadows are insignificant and not adverse to the use of the park property. Incorporated into the environmental review for the Project is a detailed shadow analysis prepared pursuant per Department standards. The analyses describe net new shadows[1] cast on adjacent parks (India Basin Open Space, India Basin Shoreline Park, and 900 Innes) by the Project. For the Project, the EIR found the new shadows to be insignificant and not adverse to use of the parks. Planning staff is requesting that the Planning Commission adopt Shadow Impact Findings for the entire site to enable development to move forward as provided for in the DA, DSG and SUD and obviating the need for separate shadow analyses and multiple Commission actions for each future building permit.

Consistent with the EIR, Planning staff finds that the shadow impacts are neither significant nor adverse. The draft Motion for the shadow findings detail the additional percentage of additional shadow would be added to the respective open spaces. The respective open spaces are not subject to the maximum cap of shadow. Additional shadow is permitted on these open spaces as long as the new shadow would not adversely affect use of the park.

ISSUES AND OTHER CONSIDERATIONS

- The India Basin Mixed-Use Project is one of the Southern Bayfront Strategy projects. The Southern Bayfront Strategy is a framework the City has used to negotiate several large scale master development sites that are being developed under development agreements. Staff has concluded that the DA negotiated for Build meets the goals of the Southern Bayfront Strategy to deliver community benefits in the way of contributing to a high quality waterfront, community facilities and affordable housing particularly suited for the India Basin context.
- A portion of the proposed Big Green and India Basin Open Space will become subject to the State Lands Trust. Therefore, the Port technically would have jurisdiction over the property. The Port

[1] Net new shadow is quantified as "net new shadow hours", which is calculated as the area of new shadow created by new development times the hours that such shadows are cast over the course a day. New shadow impacts are only considered for buildings over 40-feet.

will enter into an agreement with RPD to operate and manage the Big Green. of the park assets and would be treated as any other RPD property.

- As noted above, there has been community concern expressed about the heights some of the taller buildings and the precedent that could be set for later development in nearby areas. BUILD has provided alternative development scenarios as part of the EIR review process that shifted the development away from the 160-foot tall buildings to other portions of the site. Staff has concluded that these alternative scenarios would create a less desirable built environment with bulkier podium buildings that would have negative impact to the quality of the streets and adjacent open spaces, including potentially greater shadows on the new public open space. Removing portions of the taller buildings without replacing them elsewhere would result in fewer units, thereby reducing the production of much needed housing, and requiring community benefits be reduced commensurate with the reduction in development. Notably, the current entire privately-owned site is zoned uniformly for development under M-1 at 40 feet with no bulk limitations; the current proposal dedicates several acres of this land permanently for public open space to augment the Bayview's public waterfront open space, enabled by shifting this development capacity to upland portions of the site.
- As noted above, Build has convened over 125 community meetings and presentations regarding this Project. They have convened two separate working groups to discuss issues and concerns of neighbors in the immediate neighborhood and one for the larger Bayview.

REQUIRED COMMISSION ACTION

In order for the Project to proceed, the Commission must:

1) Certify the FEIR pursuant to the CEQA;
2) Adopt CEQA Findings, including a statement of overriding considerations and a MMRP";
3) Recommend that the Board of Supervisors approve the ordinance amending the General Plan including amendments to the Bayview Hunters Point Area Plan, the Urban Design Element, the Recreation and Open Space Element, and the Commerce and Industry Element;
4) Recommend that the Board of Supervisors approve the ordinance amending the Planning Code to establish the India Basin Special Use District, and amend the associated Zoning Maps;
5) Adopt the proposed the India Basin Design Standards and Guidelines document;
6) Recommend that the Board of Supervisors approve the Development Agreement (DA) for the Project; and
7) Make master Shadow Impact Findings under Section 295 of the Planning Code.

BASIS FOR RECOMMENDATION

- The Project will add a substantial number of housing units, including affordable housing units in an underutilized site along the Bayshore while dedicating and improving substantial waterfront acreage to the City to augment the public open space system in an area lacking in such amenities and waterfront access.

- The site is currently underutilized, and the addition of new ground-floor retail spaces, new streets and public amenities, and publicly-accessibly open spaces will enliven the streetscape and will provide new access to the waterfront.
- The Design Standards and Guidelines document will provide specific guidance for the character of the overall Project, resulting in high-quality architecture, extensive streetscape and public realm improvements, and abundant publicly-accessible open space.
- The Development Agreement will provide substantial public benefits in areas including affordable housing, funding for transportation improvements, workforce development, and historic preservation, among other benefits.
- The Project is, on balance, consistent with the Goals, Policies, and Objectives of the General Plan.

RECOMMENDATION: Recommend to the Board of Supervisors approval of the General Plan Amendments, Planning Code Text and Map Amendments, the DA (to be scheduled August 23, 2018), and adoption of approval of the DSG.

Attachments:

General Plan Amendments

Draft Resolution
Draft Ordinance
Exhibit: General Plan Maps with notated proposed changes

Planning Code Text and Map Amendments

Draft Resolution
Draft Ordinance
Exhibit: Zoning Maps with notated proposed changes

Development Agreement

Draft Resolution
Draft Ordinance
Draft Development Agreement

Shadow Findings

Draft Motion
Shadow Study

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SAN FRANCISCO
PLANNING DEPARTMENT

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Planning Commission Resolution No.

HEARING DATE: AUGUST 23, 2018

Case Nos.:	2014-002541ENV PCA MAP DVA CWP India Basin Mixed-Use Project and 900 Innes Avenue
Zoning:	Existing: NC-2 / M-1 / M-2 / P 40-X Height and Bulk Proposed: NC-2 / Mixed Use General (MUG) India Basin Special Use District 20/160 – IB Height and Bulk
Blocks/Lots:	4644/001-018, 004, 004A, 005, 005S, 006, 006A, 007, 008, 009, 010, 010A, 010B, 010C, 011; 4631/001, 002; 4620/001, 002; 4607/025, 024; 4596/ 026; 4597/ 026; 4606/ 026, 100; 4621/016, 018, 021, 100, 101; 4630/005, 007, 100; 4645/001, 003A, 004,006, 007, 007A, 010, 010A, 011, 012, 013; 4630/002; 4645/014, 015
Project Sponsor:	India Basin Investment, LLC c/o BUILD 315 Linden Street San Francisco, CA 94102
Staff Contact:	Joshua Switzky – (415) 575-6815 Joshua.Switzky@sfgov.org

RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND INDIA BASIN INVESTMENT LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, FOR A CERTAIN REAL PROPERTY GENERALLY BOUNDED BY INNES AVENUE ON THE SOUTHWEST, THE GRIFFITH STREET RIGHT-OF-WAY ON THE NORTHWEST, THE SAN FRANCISCO BAY ON THE NORTHEAST AND THE EARL STREET RIGHT-OF-WAY ON THE SOUTHEAST (LARGELY EXCLUDING PARCELS WITH STRUCTURES), ALTOGETHER CONSISTING OF APPROXIMATELY 24 ACRES, FOR A 30-YEAR TERM AND ADOPTING VARIOUS FINDINGS, INCLUDING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

WHEREAS, Chapter 56 of the San Francisco Administrative Code sets forth the procedure by which a request for a development agreement will be processed and approved in the City and County of San Francisco.

WHEREAS, the Development Agreement would enable the India Basin Mixed-Use Project ("Project"). The Project proposal includes developing approximately, 1,575 units, 209,000 of commercial

use, 1,800 off street parking space, 1,575 bicycle parking spaces, and 15.5 acres of publicly accessible open space. The Project also includes construction of transportation and circulation improvements, new and upgraded utilities and infrastructure, geotechnical and shoreline improvements and other green infrastructure.

WHEREAS, the Board will be taking a number of actions in furtherance of the Project, including the adoption of the India Basin Special Use District ("SUD") which refers to an associated Design Standards and Guidelines document ("DSG"), and Zoning Map amendments, which together outline land use controls and design guidance for both horizontal and vertical development and improvements to the site.

WHEREAS, in furtherance of the Project and the City's role in subsequent approval actions relating to the Project, the City and India Basin Investment LLC (Developer) negotiated a development agreement for development of the Project site, a copy of which is attached as Exhibit A (the "Development Agreement").

WHEREAS, the City has determined that as a result of the development of the Project site in accordance with the Development Agreement, clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies, as more particularly described in the Development Agreement. The Development Agreement will eliminate uncertainty in the City's land use planning for the Project site and secure orderly development of the Project site consistent with the DSG.

WHEREAS, the Development Agreement shall be executed by the Director of Planning, and City Attorney subject to prior approval by multiple City Commissions and the Board of Supervisors.

WHEREAS, on July 26, 2018, the Planning Commission reviewed and considered the Final EIR for the India Basin Project ("FEIR") and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the FEIR for the Project in compliance with the California Environmental Quality Act ("CEQA"), the CEQA Guidelines and Chapter 31 by Motion No. 20247.

WHEREAS, on July 26, 2018, the Commission by Motion No. 20248 approved CEQA Findings, including adoption of a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2014-002541ENV, for approval of the Project, which findings and MMRP are incorporated by reference as though fully set forth herein.

WHEREAS, on July 26, 2018, by Motion No. 20251 the Commission adopted findings in connection with its consideration of, among other things, the adoption of amendments to the Planning Code, under CEQA, the State CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code and made certain findings in connection therewith, which findings are hereby incorporated herein by this reference as if fully set forth.

WHEREAS, on July 26, 2018, by Motion 20250, the Commission adopted findings regarding the Project's consistency with the General Plan and Planning Code Section 101.1, including all other approval actions associated with the project therein, which findings are hereby incorporated herein by this reference as if fully set forth.

WHEREAS, on August 23, 2108, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the proposed Development Agreement.

WHEREAS, the Planning Commission finds that holding this hearing to recommend approval of the Development Agreement to the Board of Supervisors after the hearing where it recommended approval of the Planning Code and Map Amendments furthers the public interest, by giving the public full notice and ample opportunity to consider the Development Agreement.

WHEREAS, as a part of the requirements of the Development Agreement, the Project Sponsor has committed to implementing a Transportation Plan / Transportation Demand Management Plan, that among other commitments, includes a goal of reducing estimated aggregate daily one-way vehicle trips associated with the 700 Innes and India Basin Open Space properties by at 20 percent compared to the aggregate daily one-way vehicle trips identified in the project-related Transportation Impact Study. The Mitigation Monitoring Reporting Program requires that such trips be reduced by at least 15 percent, therefore the new 20 percent target is consistent with this requirement.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission hereby recommends that the Board of Supervisors approve the Development Agreement, in substantially the form attached hereto as Exhibit A.

AND BE IT FURTHER RESOLVED, that the Commission finds that the application, public notice, Planning Commission hearing, and Planning Director reporting requirements regarding the Development Agreement negotiations contained in Administrative Code Chapter 56 required of the Planning Commission and the Planning Director have been substantially satisfied in light of the regular meetings held for the last two and a half years, the multiple public informational hearings provided by the Planning Department staff at the Planning Commission, the information contained in the Director's Report regarding the India Basin Development Agreement negotiations, and the mailed and published notice issued for the Development Agreement.

AND BE IT FURTHER RESOLVED, that the Commission authorizes the Planning Director to take such actions and make such changes as deemed necessary and appropriate to implement this Commission's recommendation of approval and to incorporate recommendations or changes from the Port Commission, San Francisco Municipal Transportation Agency (SFMTA) Board of Directors, the San Francisco Public Utilities Commission (SFPUC), the Recreation and Park Commission (RPD) and/or the Board, provided that such changes taken as a whole do not materially increase any obligations of the City or materially decrease any benefits to the City contained in the Development Agreement attached as Exhibit A.

I hereby certify that the Planning Commission ADOPTED the foregoing Resolution on Thursday, August 23, 2018.

Jonas P. Ionin

Commission Secretary

AYES:

NAYS:

ABSENT:

ADOPTED:

[Development Agreement - India Basin Investment LLC - India Basin Project - Innes Avenue at Griffith Street]

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

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

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

Section 1. Project Findings.

The Board of Supervisors makes the following findings:

(a) California Government Code Sections 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within the jurisdiction of the city, county, or city and county.

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

(c) India Basin Investment LLC, a California limited liability company ("Developer") owns the approximately 14.7 acre site along Innes Street, between Earl and Griffith Streets, and holds options to purchase an additional 2.4 acres of adjacent land (the "Developer Property"). The City owns approximately 6.2 acres of open space along the shoreline, adjacent to the Developer Property, together with various street areas (the "City Property", together with the Developer Property, the "Project Site").

(d) Developer filed an application with the City's Planning Department for approval of a development agreement relating to the Project Site (the "Development Agreement") under Chapter 56. A copy of the Development Agreement is on file with the Clerk of the Board in File No. _____.

(e) The Developer proposes a mixed use development on the Project Site that will include a new publicly accessible network of improved parkland and open space and a mixed-use urban village, including up to 1,575 dwelling units, and 676,052 square feet (15.5 acres) of publicly accessible open space, and approximately 59,500 square feet of public and private open space, all as more particularly described in the Development Agreement (the "Project").

(f) As set forth in the Development Agreement, the City agrees to initiate the process to vacate portions of Hudson Avenue, Griffith Street, Arelious Walker Drive and Earl Street and, following any vacation and satisfaction of any applicable City conditions, to convey the underlying land to Developer in connection with the land assembly required for the Project

(the "Street Vacation Actions"). In return, Developer will convey certain land to the City.

(g) Concurrently with this Ordinance, the Board is taking a number of actions in furtherance of the Project, as generally described in the Development Agreement, including Exhibit D to the Development Agreement (the "Approvals").

(h) While the Development Agreement is between the City, acting primarily through the Planning Department, and Developer, other City agencies retain a role in reviewing and issuing certain later approvals for the Project. Later approvals include approval of subdivision maps and plans for horizontal improvements and public facilities, design review and approval of new buildings, actions relating to the Street Vacations Actions, and acceptance of Developer's dedications of horizontal improvements and parks and open spaces for City maintenance and liability under the Subdivision Code. As a result, affected City agencies have consented to the Development Agreement.

(i) The Project is anticipated to generate an annual average of approximately ___ construction jobs and, upon completion, approximately ____ net new permanent jobs and an approximately $_____ annual increase in general fund revenues to the City. In addition to the significant housing, jobs, urban revitalization, and economic benefits to the City from the Project, the City has determined that development of the Project under the Development Agreement will provide additional benefits to the public that could not be obtained through application of existing City ordinances, regulations, and policies. Additional public benefits to the City from the Project include: (1) an increase in affordable housing that exceeds amounts otherwise required and will equal twenty five percent (25%) of the total number of housing units for the Project; (2) workforce obligations, including significant training, employment and economic development opportunities as part of the development and operation of the Project; (3) construction and maintenance of the publicly accessible open space, totaling approximately eleven (11) acres of parks and the improvement of existing City Property along

the shoreline; (4) child care space to serve not less than 50 children; and (5) sea level rise improvements as part of the development, and future funding for additional future sea level rise improvements; all as further described in the Development Agreement. The Development Agreement will eliminate uncertainty in the City's land use planning for the Project Site and secure orderly development.

(j) In particular, the City intends to create a series of contiguous, integrated waterfront parks, including both the India Basin Open Space and the Big Green, as well as the neighboring 900 Innes and India Basin Shoreline Park (collectively, the "India Basin Park System"), for the benefit of the southeast community and the residents of San Francisco and California at large. The City further intends to connect the India Basin Park System to the Northside Park, when completed as part of the Candlestick/Hunters Point Shipyard development project.

(k) Funding for maintenance of the India Basin Park System will include special taxes under a community facilities district (CFD) to be formed by Developer and the City, as more particularly described in the Financing Plan attached to the Development Agreement. The CFD funds also will be available to pay for future sea level rise improvements.

(l) To assemble the land for the Project development, including the City's no-cost acquisition of land from Developer for the Big Green, the City, the State Lands Commission and Developer will enter into a public trust exchange agreement, substantially in the form attached to the Development Agreement (the "Public Trust Exchange Agreement"). The City will record a land use covenant against specified lands subject to the public trust that will be placed under the Port's jurisdiction for purposes of the trust, but that will be maintained and operated by the Recreation and Park Department.

Section 2. CEQA Findings.

On _____, by Motion No. _____, the Planning Commission certified as

adequate, accurate and complete the Final Environmental Impact Report ("FEIR") for the Project pursuant to the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) ("CEQA"). A copy of Planning Commission Motion No. _____ is on file with the Clerk of the Board of Supervisors in File No. _____. Also on _____, by Motion No. _____, the Planning Commission adopted findings, including a rejection of alternatives and a statement of overriding considerations (the "CEQA Findings") and a Mitigation Monitoring and Reporting Program ("MMRP"). These Motions are on file with the Clerk of the Board of Supervisors in File No. _____. In accordance with the actions contemplated herein, this Board has reviewed the FEIR and related documents, and adopts as its own and incorporates by reference as though fully set forth herein the CEQA Findings, including the statement of overriding considerations, and the MMRP.

Section 3. General Plan and Planning Code Section 101.1(b) Findings.

(a) The Board of Supervisors shall consider companion legislation that adopts public necessity findings of Planning Code Section 302 and General Plan amendments. A copy of the companion legislation is on file with the Clerk of the Board of Supervisors in File No. _____ and is incorporated herein by reference.

(b) For purposes of this Ordinance, the Board of Supervisors finds that the Development Agreement will serve the public necessity, convenience and general welfare for the reasons set forth in the companion legislation identified in subsection (a).

(c) For purposes of this Ordinance, the Board of Supervisors finds that the Development Agreement is in conformity with the General Plan, as proposed to be amended, and the eight priority policies of Planning Code Section 101.1 for the reasons set forth in the companion legislation identified in subsection (a).

Section 4. Public Trust Findings.

At a public hearing on _____, 2018, the Port Commission consented to the

Development Agreement and approved the Public Trust Exchange Agreement, subject to Board of Supervisors' approval, finding that the Project would be consistent with and further the purposes of the common law public trust and statutory trust under the Burton Act (Stats. 1968, ch. 1333) by Resolution No. _____, a copy of which is in Board File No. _____. The Board of Supervisors adopts and incorporates in this Ordinance the Port Commission's public trust findings.

Section 5. Development Agreement.

(a) The Board of Supervisors approves all of the terms and conditions of the Development Agreement, in substantially the form on file with the Clerk of the Board of Supervisors in File No. _____.

(b) The Board of Supervisors approves and authorizes the execution, delivery and performance by the City of the Development Agreement as follows: (i) the Director of Planning and (other City officials listed thereon) are authorized to execute and deliver the Development Agreement, with signed consents of the Port Commission, the Municipal Transportation Agency, the San Francisco Public Utilities Commission, the Recreation and Park Commission, and the San Francisco Fire Department, and (ii) the Director of Planning and other applicable City officials are authorized to take all actions reasonably necessary or prudent to perform the City's obligations under the Development Agreement in accordance with the terms of the Development Agreement. Without limiting the foregoing, (A) the Port Director, the Recreation and Park Department General Manager, and the Director of Property are authorized to execute and perform all City obligations under the Public Trust Exchange Agreement substantially in the form attached to the Development Agreement, and (B) the Director of Public Finance and the Controller are authorized to take all preliminary actions required to form the CFD as described in the Financing Plan, provided the actual CFD formation documents and issuance of debt will be subject to the review and approval of the

Board of Supervisors.

(c) The Director of Planning, at his or her discretion and in consultation with the City Attorney, is authorized to enter into any additions, amendments or other modifications to the Development Agreement that the Director of Planning determines are in the best interests of the City and that do not materially increase the obligations or liabilities of the City or materially decrease the benefits to the City as provided in the Development Agreement. The Port Director and the Recreation and Park Department General Manager, at their discretion and in consultation with the City Attorney, are authorized to enter into any additions, amendments or other modifications to the Public Trust Exchange Agreement that they determine are in the best interests of the City and that do not materially increase the obligations or liabilities of the City or materially decrease the benefits to the City as provided in the Public Trust Exchange Agreement.

Section 6. Board Authorization and Appropriation.

By approving the Development Agreement, the Board of Supervisors authorizes the Controller and City Departments to accept the funds paid by Developer as set forth therein, and to appropriate and use the funds for the purposes described therein. The Board expressly approves the use of the development impact fees as set forth in the Development Agreement, and waives or overrides any provision in Article 4 of the City Planning Code and Article 10 of the City Administrative Code that would conflict with the uses of these funds as described in the Development Agreement.

Section 7. City Administrative Code Conformity and Waivers.

In connection with the Development Agreement, the Board of Supervisors finds that the City has substantially complied with the requirements of Administrative Code Chapters 14B and 56, and waives any requirement to the extent not strictly followed. The Development Agreement shall prevail in the event of any conflict between the Development Agreement and

City Administrative Code Chapters 14B and 56, and without limiting the generality of the foregoing, the following provisions of City Administrative Code Chapters 14B and 56 are waived or deemed satisfied as follows:

(a) The Project comprises approximately 28 acres and is the type of large multi-phase and/or mixed-use development contemplated by the City Administrative Code and therefore satisfies the provisions of Chapter 56, Section 56.3(g).

(b) The provisions of Development Agreement and the Workforce Agreement attached to the Development Agreement as Exhibit P shall apply in lieu of the provisions of City Administrative Code Chapter 14B, Section 14B.20, and Chapter 56, Section 56.7(c).

(c) The provisions of the Development Agreement regarding any amendment or termination, including those relating to "Material Change," shall apply in lieu of the provisions of Chapter 56, Section 56.15 and Section 56.18.

(e) The provisions of Chapter 56, Section 56.20 have been satisfied by the Memorandum of Understanding between Developer and the Office of Economic and Workforce Development for the reimbursement of City costs, a copy of which is on file with the Clerk of the Board of Supervisors in File No. _____.

(f) The Board of Supervisors waives the applicability of Section 56.4 (Application, Forms, Initial Notice, Hearing) and Section 56.10 (Negotiation Report and Documents).

Section 8. Planning Code Waivers; Ratification.

(a) The Board of Supervisors finds that the impact fees and other exactions due under the Development Agreement will provide greater benefits to the City than the impact fees and exactions under Planning Code Article 4 and waives the application of, and to the extent applicable exempts the Project from, impact fees and exactions under Planning Code Article 4 on the condition that Developer pays the impact fees and exactions due under the Development Agreement.

(b) The Board of Supervisors finds that the Transportation Plan attached to the Development Agreement includes a Transportation Demand Management Plan ("TDM Plan") and other provisions that meet the goals of the City's Transportation Demand Management Program in Planning Code Section 169 and waives the application of Section 169 to the Project on the condition that Developer implements and complies with the TDM Plan.

(c) The Board of Supervisors finds that the Design Standards and Guidelines attached to the Development Agreement sets forth sufficient standards for streetscape design and waives the requirements of Planning Code Section 138.1 (Streetscape and Pedestrian Improvements) and Public Works Code Section 806(d) (Required Street Trees for Development Projects).

(d) All actions taken by City officials in preparing and submitting the Development Agreement to the Board of Supervisors for review and consideration are hereby ratified and confirmed, and the Board of Supervisors hereby authorizes all subsequent action to be taken by City officials consistent with this Ordinance.

Section 9. Other Administrative Code Waivers.

The requirements of the Workforce Agreement attached to the Development Agreement shall apply and shall supersede, to the extent of any conflict, the provisions of Administrative Code: (i) Chapter 82.4 (Coverage); (ii) Chapter 23, Article II (Interdepartmental Transfer of Real Property); and (iii) Chapter 23, Article VII (Prevailing Wage, Apprenticeship, and Local Hire Requirements), but only to the extent any of the foregoing provisions are applicable to the conveyance of vacated streets from the City to Developer and the other land conveyances contemplated by the Development Agreement.

Section 10. Subdivision Code Waivers.

The Public Improvement Agreement, as defined in the Development Agreement, shall include provisions consistent with the Development Agreement and the applicable

requirements of the Municipal Code and the Subdivision Regulations regarding extensions of time and remedies that apply when improvements are not completed within the agreed time. Accordingly, the Board of Supervisors waives the application to the Project of Subdivision Code Section 1348 (Failure to Complete Improvements within Agreed Time).

Section 11. Effective and Operative Date.

This Ordinance shall become effective 30 days from the date of passage. This Ordinance shall become operative only on (and no rights or duties are affected until) the later of (a) 30 days from the date of its passage, or (b) the date that Ordinance _____, Ordinance _____, and Ordinance _____have become effective. Copies of these Ordinances are on file with the Clerk of the Board of Supervisors in File Nos. _____ and _____.

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

By: _____
Charles Sullivan
Deputy City Attorney
n:\spec\as2018\1700370\01285387.docx

FILE NO. 180681

LEGISLATIVE DIGEST

[Development Agreement - India Basin Investment LLC - India Basin Project - Innes Avenue at Griffith Street]

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

Existing Law

California Government Code sections 65864 et seq. (the "Development Agreement Statute") and San Francisco Administrative Code Chapter 56 ("Chapter 56") authorize the City to enter into a development agreement regarding the development of real property. There are no amendments to existing law.

Background Information

India Basin Investment LLC, a California limited liability company ("Developer"), has proposed a mixed-use development project for the approximately 28-acre site along Innes Street, between Earl and Griffith Streets. The proposed project includes the construction of new streets and infrastructure, up to 1,575 dwelling units (25% affordable), and approximately 15.5 acres of publicly accessible open space, including approximately 6 acres along the Bay shoreline currently owned by the City. To assemble the land and to remove the public trust from certain development parcels, the parties intend to enter a public trust exchange agreement with the State Lands Commission. To fund future maintenance of the park lands and future sea level rise improvements, the parties intend to form a community facilities district (CFD).

City staff has negotiated a development agreement with Developer for a term of 15 years, with two extension options for another 15 years. Under the development agreement, Developer will attain the vested right to develop the Project in return for specified community benefits,

including the affordable housing, parks, and workforce commitments made by Developer. Approval of the ordinance would allow City staff to enter into the development agreement and the public trust exchange agreement, and waive specified provisions of the Administrative Code, Planning Code, and Subdivision Code for the Project.

By separate legislation, the Board is considering a number of other actions in furtherance of the Project, including amendments to the City's General Plan, Planning Code, and Zoning Map.

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RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO

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

AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND INDIA BASIN INVESTMENT LLC

FOR PROPERTY AT INNES BETWEEN EARL AND GRIFFITH STREETS

Block ____: Lots _____

TABLE OF CONTENTS

Page

ARTICLE 1 DEFINITIONS 4

ARTICLE 2 EFFECTIVE DATE; TERM 13

Section 2.1 Effective Date 13
Section 2.2 Term 13

ARTICLE 3 GENERAL RIGHTS AND OBLIGATIONS 14

Section 3.1 Development of the Project 14
Section 3.2 Development Process 14
Section 3.3 Approval of Subdivision Maps 16
Section 3.4 Design Review and Objective Requirements 16
Section 3.5 Design Review of Parks and Open Spaces within India Basin Open Space and Big Green 16
Section 3.6 Construction of Public Improvements and Privately-Owned Community Improvements 17
Section 3.7 Contracting for Public Improvements 18
Section 3.8 Maintenance and Operation of Public Improvements by Developer and Successors 18
Section 3.9 Maintenance and Operation of Privately-Owned Community Improvements 18
Section 3.10 [Intentionally Omitted] 19
Section 3.11 Non-City Regulatory Approvals for Public Improvements 19
Section 3.12 Continuing City Obligations 20
Section 3.13 Public Financing 20
Section 3.14 Public Power 21
Section 3.15 Workforce. 21

ARTICLE 4 PUBLIC BENEFITS; DEVELOPER OBLIGATIONS AND CONDITIONS TO DEVELOPER'S PERFORMANCE 21

Section 4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations 21
Section 4.2 Conditions to Performance of Associated Community Benefits 22
Section 4.3 No Additional CEQA Review or General Plan Consistency Findings Required 22
Section 4.4 Nondiscrimination 24
Section 4.5 City Cost Recovery 24
Section 4.6 Prevailing Wages and Working Conditions 25
Section 4.7 Indemnification of City 25

ARTICLE 5 VESTING AND CITY OBLIGATIONS 26

Section 5.1 Vested Rights 26
Section 5.2 Existing Standards 26

Section 5.3 Criteria for Later Approvals 27
Section 5.4 Strict Building Code Compliance 27
Section 5.5 Denial of a Later Approval 28
Section 5.6 New City Laws 28
Section 5.7 Impact Fees and Exactions 30
Section 5.8 Changes in Federal or State Laws 31
Section 5.9 No Action to Impede Approvals 32
Section 5.10 Estoppel Certificates 32
Section 5.11 Existing, Continuing Uses and Interim Uses 32
Section 5.12 Costa-Hawkins Rental Housing Act 33
Section 5.13 Taxes 33

ARTICLE 6 NO DEVELOPMENT OBLIGATION 34

Section 6.1 No Development Obligation 34
Section 6.2 Real Estate Transfers 34
Section 6.3 Potential Payments for Real Property; Indemnification 35
Section 6.4 Street Vacations 35
Section 6.5 Public Trust 36
Section 6.6 Reserved Easements 36

ARTICLE 7 MUTUAL OBLIGATIONS 37

Section 7.1 Notice of Completion, Revocation or Termination 37
Section 7.2 General Cooperation; Agreement to Cooperate 37
Section 7.3 Third Party Challenges 38
Section 7.4 Good Faith and Fair Dealing 39
Section 7.5 Permits to Enter City Property 39
Section 7.6 Other Necessary Acts 39

ARTICLE 8 PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE 39

Section 8.1 Annual Review 39
Section 8.2 Review Procedure 39

ARTICLE 9 ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES 41

Section 9.1 Enforcement 41
Section 9.2 Meet and Confer Process; Non-Binding Arbitration 41
Section 9.3 Default 41
Section 9.4 Remedies 42
Section 9.5 Time Limits; Waiver; Remedies Cumulative 43
Section 9.6 Attorneys' Fees 43

ARTICLE 10 FINANCING; RIGHTS OF MORTGAGEES 44

Section 10.1 Developer's Right to Mortgage 44
Section 10.2 Mortgagee Not Obligated to Construct 44
Section 10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee 44
Section 10.4 Mortgagee's Option to Cure Defaults 45
Section 10.5 Mortgagee's Obligations with Respect to the Property 45
Section 10.6 No Impairment of Mortgage 45

Section 10.7 Cured Defaults 46
ARTICLE 11 AMENDMENT; TERMINATION; EXTENSION OF TERM 46
Section 11.1 Amendment or Termination 46
Section 11.2 Early Termination Rights 46
Section 11.3 Termination and Vesting 46
Section 11.4 Amendment Exemptions 46
Section 11.5 Extension Due to Legal Action or Referendum 47
ARTICLE 12 TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE. 47
Section 12.1 Permitted Transfer of this Agreement 47
Section 12.2 Notice of Transfer 48
Section 12.3 Release of Liability 48
Section 12.4 Responsibility for Performance 48
Section 12.5 Constructive Notice 49
Section 12.6 Rights of Developer 49
ARTICLE 13 DEVELOPER REPRESENTATIONS AND WARRANTIES 49
Section 13.1 Interest of Developer; Due Organization and Standing 49
Section 13.2 No Inability to Perform; Valid Execution 49
Section 13.3 Conflict of Interest 49
Section 13.4 Notification of Limitations on Contributions 50
Section 13.5 Other Documents 50
Section 13.6 No Bankruptcy 50
ARTICLE 14 MISCELLANEOUS PROVISIONS 50
Section 14.1 Entire Agreement 50
Section 14.2 Incorporation of Exhibits 50
Section 14.3 Binding Covenants; Run With the Land 51
Section 14.4 Applicable Law and Venue 51
Section 14.5 Construction of Agreement 51
Section 14.6 Project Is a Private Undertaking; No Joint Venture or Partnership 51
Section 14.7 Recordation 52
Section 14.8 Obligations Not Dischargeable in Bankruptcy 52
Section 14.9 Survival 52
Section 14.10 Signature in Counterparts 52
Section 14.11 Notices 52
Section 14.12 Limitations on Actions 53
Section 14.13 Severability 53
Section 14.14 MacBride Principles 53
Section 14.15 Tropical Hardwood and Virgin Redwood 53
Section 14.16 Sunshine 53
Section 14.17 Non-Liability of City Officials and Others 53
Section 14.18 Non-Liability of Developer Officers and Others 54
Section 14.19 No Third Party Beneficiaries 54

EXHIBITS

A. Developer Property Legal Description

B. India Basin Open Space Legal Description

C. Map Depicting the Big Green

D. Public ROWs Legal Description

E. List of Approvals

F. Design Standards and Guidelines

G. Financing Plan

H. Housing Plan

I. Infrastructure Plan

J. Land Use Plan

K. MMRP

L. Parks and Open Space Plan

M. Privately-Owned Community Improvements

M-1 Map of Privately-Owned Community Improvements

M-2 Regulations Regarding Access and Maintenance of Certain Privately-Owned Community Improvements

N. Phasing Plan and Phasing Diagram

O. Map of Public Improvements

P. Public Trust Exchange Agreement

Q. Transportation Exhibit

R. Workforce Agreement

S. Development Phase Application

T. Design Review of RPD Park Parcels

U. Applicable Impact Fees and Exactions

V. Map Showing Streets to be Vacated and Transferred to Developer

W. Map Showing Land Transfers

X. Form of Quitclaim Deed

Y. Form of Grant Deed

Z. Port/RPD Open Space Covenant

AA. Form of Notice of Completion and Termination

BB. Form of Permits to Enter City Property

CC. Form of Assignment and Assumption Agreement

DD. Map Showing Location of Stormwater Easements

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND INDIA BASIN INVESTMENT LLC

THIS DEVELOPMENT AGREEMENT dated for reference purposes only as of this ____ day of _____, 2018, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), acting by and through its Planning Department, and India Basin Investment LLC, a California limited liability company ("**Developer**"), pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the Administrative Code. The City and Developer are also sometimes referred to individually as a "**Party**" and together as the "**Parties**." Capitalized terms not defined when introduced shall have the meanings given in Article 1.

RECITALS

This Agreement is made with reference to the following facts:

A. Developer owns the approximately 14.71 acre site along Innes Street, between Earl and Griffith Streets, composed of mostly undeveloped and open land. Additionally, Developer holds recorded options to purchase an additional approximately 2.46 acres of land, that include six buildings and structures covering approximately 20,250 square feet of the site, all located on the real property more particularly described on Exhibit A (the "**Developer Property**").

B. The City owns the approximately 6.2 acre open space along the shoreline, adjacent to the Developer Property, all on real property more particularly described on Exhibit B (the "**India Basin Open Space**"). A portion of the India Basin Open Space is under the jurisdiction of the Recreation and Park Department ("**RPD**"), and a portion is under the jurisdiction of the Port of San Francisco ("**Port**"). In connection with this Agreement, the India Basin Open Space, together with the property generally depicted on Exhibit C (the "**Big Green**"), will be placed under Port jurisdiction for public trust purposes but operated, maintained and managed by RPD.

C. The City also owns 5.94 acres of developed and undeveloped public right-of-ways, consisting of partially paved east-west Earl and Griffith Streets, the paved cul-de-sac Arelious Walker, and the unpaved and fenced off Hudson Street, all on real property more particularly described on Exhibit D (the "**Public ROWs**"; and together with the Developer Property and the India Basin Open Space, collectively, the "**Project Site**").

D. The Developer proposes a mixed use development on the Project Site that will include a new publicly accessible network of improved parkland and open space and a mixed-use urban village, including up to 1,575 dwelling units, and 676,052 sq. ft. (15.5 acres) of publicly accessible open space, as more particularly set forth in the Approvals (the "**Project**").

E. The Project is anticipated to generate an annual average of approximately 3,505 construction jobs during construction and, upon completion, approximately 833 net new

permanent on-site jobs, and an approximately $4.3 million annual increase in general fund revenues to the City.

F. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 *et seq.* (the "**Development Agreement Statute**"), which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property. Pursuant to Government Code Section 65865, the City adopted Chapter 56 of the Administrative Code ("**Chapter 56**") establishing procedures and requirements for entering into a development agreement pursuant to the Development Agreement Statute. The Parties are entering into this Agreement in accordance with the Development Agreement Statute and Chapter 56.

G. In addition to significant housing, jobs, and economic benefits to the City from the Project, the City has determined that as a result of the development of the Project in accordance with this Agreement additional clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. Major additional public benefits to the City from the Project include: (1) an increase in affordable housing that exceeds amounts otherwise required and will equal twenty five percent (25%) of the total number of housing units for the Project; (2) workforce obligations, including significant training, employment and economic development opportunities as part of the development and operation of the Project; (3) construction and maintenance of the publicly accessible open space, totaling approximately twelve (12) acres; (4) delivery of child care space to serve not less than 40 children, as set forth in the Phasing Plan; (5) sea level rise improvements as part of the development, and future funding for additional future sea level rise improvements, each as further described in this Agreement; and (6) a design prioritizing and promoting travel by walking, biking, and transit for new residents, tenants, employees, and visitors.

H. Through this Agreement, the City intends to create a series of contiguous, integrated waterfront parks, including both the India Basin Open Space and the Big Green, for the benefit of this southeast community and the residents of San Francisco and California at large. In addition, the City, through RPD as co-project sponsor under the India Basin EIR, intends to develop and improve the neighboring 900 Innes and India Basin Shoreline Park, each as described in the India Basin EIR (the India Basin Open Space, the Big Green, 900 Innes, and India Basin Shoreline Park collectively referred to as the "**India Basin Park System**"). The City intends to add additional land to the India Basin Park System in the future by connecting it to an adjacent shoreline park, currently referred to as the Northside Park, which will be completed as part of the Candlestick/Hunters Point Shipyard development project. Upon the City's acquisition of the Northside Park, the City will include that property as part of the India Basin Park System managed and operated by RPD. In the future, this park system may also include shoreline areas of the PG&E Hunter's Point power plant.

I. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in a way as to fully comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*; "**CEQA**"), the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq.*); "**CEQA Guidelines**"), the

Development Agreement Statute, Chapter 56, the Planning Code, the Enacting Ordinance and all other applicable Laws in effect as of the Effective Date. This Agreement does not limit the City's obligation to comply with applicable environmental Laws, including CEQA, before taking any discretionary action regarding the Project, or the Developer's obligation to comply with all applicable Laws in connection with the development of the Project.

J. The Final Environmental Report ("**FEIR**") prepared for the Project and certified by the Planning Commission on July 26, 2018, together with the CEQA findings (the "**CEQA Findings**") and the Mitigation Measures adopted concurrently therewith and set forth in the MMRP, comply with CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code. The FEIR thoroughly analyzes the Project and Project alternatives, and the Mitigation Measures were designed to mitigate significant impacts to the extent they are susceptible to feasible mitigation. The information in the FEIR and the CEQA Findings were considered by the City in connection with approval of this Agreement.

K. On July 26, 2018, the Planning Commission held a public hearing on this Agreement and the Project, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission adopted the CEQA findings and determined among other things that the FEIR thoroughly analyzes the Project, and the Mitigation Measures are designed to mitigate significant impacts to the extent they are susceptible to a feasible mitigation, and further determined that the Project and this Agreement will, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, and the policies set forth in Section 101.1 of the Planning Code (together the "**General Plan Consistency Findings**"). The information in the FEIR and the CEQA Findings has been considered by the City in connection with this Agreement.

L. On August __, 2018, the Planning Commission held a public hearing on this Agreement and the Project, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission approved the Development Agreement and made a final recommendation to the Board of Supervisors, which included the General Plan Consistency Findings.

M. On _____, 2018, the Board of Supervisors, having received the Planning Commission's recommendations, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board made the CEQA Findings required by CEQA, approved this Agreement, incorporating by reference the General Plan Consistency Findings.

N. On _____, 2018, the Board adopted Ordinance Nos. [_____], amending the Planning Code, Zoning Map, and General Plan, and adopted Ordinance No. [_____], approving this Agreement (File No. [_____]) and authorizing the Planning Director to execute this Agreement on behalf of the City (the "**Enacting Ordinance**"). The Enacting Ordinance took effect on _____, 2018.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1
DEFINITIONS

In addition to the definitions set forth in the above preamble paragraph, Recitals and elsewhere in this Agreement, the following definitions shall apply to this Agreement:

"**Administrative Code**" means the San Francisco Administrative Code.

"**Additional Community Facilities**" has the meaning set forth in the Financing Plan.

"**Affiliate**" means any Person directly or indirectly Controlling, Controlled by or under Common Control with the other Person in question.

"**Agreement**" means this Development Agreement, the Exhibits which have been expressly incorporated herein and any amendments thereto.

"**AMI**" means the unadjusted median income levels derived from the U.S. Department of Housing and Urban Development on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.

"**Annual Review Date**" has the meaning set forth in Section 8.1.

"**Applicable Laws**" has the meaning set forth in Section 5.2 (where not capitalized, "applicable Law" has its plain meaning and refers to Laws as otherwise defined herein).

"**Approvals**" means the City approvals and entitlements listed on Exhibit E, including Later Approvals to the extent included pursuant to Section 5.1.

"**Assignment and Assumption Agreement**" has the meaning set forth in Section 12.2.

"**Associated Community Benefits**" is defined in Section 4.1.

"**Big Green**" means the real property described in Exhibit C.

"**BMR Units**" means the Inclusionary Units and the 100% Affordable Units (each as defined in the Housing Plan).

"**Board of Supervisors**" or "**Board**" means the Board of Supervisors of the City and County of San Francisco.

"**Building**" or "**Buildings**" means each new building that is constructed on the Project Site as part of this Agreement.

"**CC&Rs**" has the meaning set forth in Section 3.9.

"**CEQA**" has the meaning set forth in Recital I.

"**CEQA Findings**" has the meaning set forth in Recital J.

"**CEQA Guidelines**" has the meaning set forth in Recital I.

"**CFD**" has the meaning set forth in the Financing Plan.

"**CFD Law**" has the meaning set forth in the Financing Plan.

"**Chapter 56**" has the meaning set forth in Recital F.

"**City**" means the City as defined in the opening paragraph of this Agreement. Unless the context or text specifically provides otherwise, references to the City means the City acting by and through the Planning Director or, as necessary, the Planning Commission or the Board of Supervisors.

"**City Agency**" or "**City Agencies**" means the City departments, agencies, boards, commissions, and bureaus that execute or consent to this Agreement, or are controlled by persons or commissions that have executed or consented to this Agreement, that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project, or any improvement located on or off the Project Site, including, without limitation, the City Administrator, Planning Department, MOHCD, RPD, Port, SFPUC, OEWD, SFMTA, Public Works, DBI, together with any successor City agency, department, board, or commission. Nothing in this Agreement shall affect the jurisdiction under the City's Charter of a City department that has not approved or consented to this Agreement in connection with the issuance of a Later Approval. The City actions and proceedings subject to this Agreement shall be through the Planning Department, as well as affected City Agencies (and when required by applicable Law, the Board of Supervisors).

"**City Attorney's Office**" means the Office of the City Attorney of the City and County of San Francisco.

"**City Costs**" means the actual and reasonable costs incurred by a City Agency in preparing, adopting or amending this Agreement, in performing its obligations or defending its actions under this Agreement or otherwise contemplated by this Agreement, as determined on a time and materials basis, including reasonable attorneys' fees and costs but excluding work, hearings, costs or other activities contemplated or covered by Processing Fees; provided, however, City Costs shall not include any costs incurred by a City Agency in connection with a City Default or which are payable by the City under Section 9.6 when Developer is the prevailing party.

"**City Parties**" has the meaning set forth in Section 4.7.

"**City Report**" has the meaning set forth in Section 8.2.2.

"**City-Wide**" means all real property within the territorial limits of the City and County of San Francisco, not including any property owned or controlled by the United States or by the State of California and therefore not subject to City regulation.

"**CMA**" is defined in Section 12.1.

"**Commence Construction**" means (i) for vertical Buildings, the start of physical construction of the applicable Building foundation, and (ii) for Infrastructure and Parks and Open Spaces, the start of physical construction of the Infrastructure or the Parks and Open Spaces, as applicable, in accordance with the Public Improvement Agreement.

"**Community Benefits**" has the meaning set forth in Section 4.1.

"**Complete**" and any variation thereof shall mean, as applicable, that (i) a specified scope of work has been substantially completed in accordance with approved plans and specifications, (ii) with regard to applicable Privately-Owned Community Improvements, the City Agencies or Non-City Responsible Agencies with jurisdiction over any required permits have issued all final approvals required for the contemplated use, and (iii) with regard to any Public Improvement, the City Engineer determines the Public Improvement has been completed to his or her satisfaction and is ready for its intended use, and the City Engineer issues a Determination of Completion, in accordance with the Subdivision Code and any applicable Public Improvement Agreement.

"**Continuing Obligation**" has the meaning set forth in Section 3.12.

"**Control**" means, with respect to any Person, any of the following: (i) the possession, directly or indirectly, of the power to direct or cause the direction of the day to day management, policies or activities of such Person whether through ownership of voting securities, by contract or otherwise (excluding customary limited partner or non-managing member approval rights); (ii) the ownership (direct or indirect) of more than fifty percent (50%) of the profits or capital of another Person; (iii) a successor, or an acquirer of all or substantially all of the assets of such Person; or (iv) the ownership (direct or indirect) of more than fifty percent (50%)of the ownership interest of such Person (whether shares, partnership interests, membership interest or other equity, and whether one or more classes thereof). "Controlled," "Controlling," and "Common Control" have correlative meanings.

"**Default**" has the meaning set forth in Section 9.3.

"**Design Guidelines**" means the Design Standards and Guidelines attached as Exhibit F, as may be amended from time to time.

"**Design Review Application**" has the meaning set forth in Section 3.4.

"**Developer**" has the meaning set forth in the opening paragraph of this Agreement, and shall also include (i) any Transferee as to the applicable Transferred Property, and (ii) any Mortgagee or assignee thereof that acquires title to any Foreclosed Property but only as to such Foreclosed Property.

"**Development Agreement Statute**" has the meaning set forth in Recital F, as in effect as of the Effective Date.

"**Development Parcel**" means a parcel within the Project Site on which a building will be constructed, as set forth in a Subdivision Map.

"**Development Phase**" has the meaning set forth in Section 3.2.1.

"**Effective Date**" has the meaning set forth in Section 2.1.

"**Enacting Ordinance**" has the meaning set forth in Recital M.

"**Existing Standards**" has the meaning set forth in Section 5.2.

"**Existing Uses**" means all existing lawful uses of the existing buildings and improvements (and including, without limitation, pre-existing, non-conforming uses under the Planning Code) on the Project Site as of the Effective Date, as the same may be modified by the Approvals and any Later Approvals.

"**Facilities Special Taxes**" has the meaning set forth in the Financing Plan.

"**Federal or State Law Exception**" has the meaning set forth in Section 5.8.1.

"**FEIR**" has the meaning set forth in Recital J.

"**Finally Granted**" means (i) any and all applicable appeal periods for the filing of any administrative or judicial appeal challenging the issuance or effectiveness of any of the Approvals, this Agreement or the FEIR shall have expired and no such appeal shall have been filed, or if such an administrative or judicial appeal is filed, the Approvals, this Agreement or the FEIR, as applicable, shall have been upheld by a final decision in each such appeal without adverse effect on the applicable Approval, this Agreement or the FEIR and the entry of a final judgment, order or ruling upholding the applicable Approval, this Agreement or the FEIR and (ii) if a referendum petition relating to this Agreement is timely and duly circulated and filed, certified as valid and the City holds an election, the date the election results on the ballot measure are certified by the Board of Supervisors in the manner provided by the Elections Code reflecting the final defeat or rejection of the referendum.

"**Financing Plan**" means the plan attached to this Agreement as Exhibit G.

"**First Certificate of Occupancy**" shall mean the first certificate of occupancy (such as a temporary certificate of occupancy) issued by DBI for a portion of the Building that contains residential units or leasable commercial space. A First Certificate of Occupancy shall not mean a certificate of occupancy issued for a portion of the residential or commercial Building dedicated to a sales office or other marketing office for residential units or leasable commercial space.

"**Foreclosed Property**" is defined in Section 10.5.

"**General Plan Consistency Findings**" has the meaning set forth in Recital K.

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

"**Impact Fees and Exactions**" means any fees, contributions, special taxes, exactions, impositions, and dedications charged by the City, whether as of the date of this Agreement or at any time thereafter during the Term, in connection with the development of projects, including

but not limited to transportation and transit fees, child care fee or in-lieu fees, housing (including affordable housing) fees, dedications or reservation requirements, and obligations for on-or off-site improvements. Impact Fees and Exactions shall not include the Mitigation Measures, Processing Fees, taxes or special assessments or school district fees, SFPUC Capacity Charges and any fees, taxes, assessments impositions imposed by Non-City Agencies, all of which shall be due and payable by Developer as and when due in accordance with applicable Laws.

"**India Basin Open Space**" means the real property described in Exhibit B.

"**Infrastructure**" means the infrastructure to be constructed by Developer as described in the Infrastructure Plan.

"**Infrastructure Design Exceptions Memo**" is defined in Section 5.2.1.

"**Infrastructure Plan**" means the infrastructure plan attached as Exhibit I.

"**Land Use Plan**" means the land use plan attached as Exhibit J.

"**Later Approval**" means (i) any other land use approvals, entitlements, or permits from the City or any City Agency other than the Approvals, that are consistent with the Approvals (except as expressly noted) and are necessary or advisable for the implementation of the Project or the Associated Community Benefit, including without limitation, all approvals required under the SUD or as otherwise set forth in the Municipal Code, demolition permits, grading permits, site permits, Building permits, lot line adjustments, sewer and water connection permits, major and minor encroachment permits, street and sidewalk modifications, street improvement permits, permits to alter, certificates of occupancy, transit stop relocation permits, subdivision maps, improvement plans, lot mergers, lot line adjustments, and re-subdivisions. A Later Approval shall also include any amendment to the foregoing land use approvals, entitlements, or permits, or any amendment to the Approvals that are sought by Developer and approved by the City in accordance with the standards set forth in this Agreement.

"**Law(s)**" means the Constitution and laws of the United States, the Constitution and laws of the State of California, the laws of the City and County of San Francisco, and any codes, statutes, rules, regulations, or executive mandates thereunder, and any State or Federal court decision (including any order, injunction or writ) thereunder. The term "**Laws**" shall refer to any or all Laws as the context may require.

"**Law Adverse to City**" is defined in Section 5.8.4.

"**Law Adverse to Developer**" is defined in Section 5.8.4.

"**Litigation Extension**" has the meaning set forth in Section 11.5.

"**Losses**" has the meaning set forth in Section 4.7.

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

"**Maintenance Matrix**" shall have the meaning set forth in the Financing Plan.

"**Master HOA**" has the meaning set forth in Section 3.9.

"**Material Change**" means any modification that would materially alter the rights, benefits or obligations of the City or Developer under this Agreement that is not consistent with the Project SUD or that (i) extends the Term, (ii) changes the permitted uses of the Project Site, (iii) reduces Community Benefits, (iv) increases the maximum height, density, bulk or size of the Project (except to the extent permitted under the SUD), (v) increases parking ratios, or (vi) reduces the Applicable Impact Fees and Exactions.

"**Mitigation Measures**" means the mitigation measures (as defined by CEQA) applicable to the Project as set forth in the MMRP or that are necessary to mitigate adverse environmental impacts identified through the CEQA process as part of a Later Approval.

"**MMRP**" means that certain mitigation monitoring and reporting program attached as Exhibit K.

"**MOHCD**" means the Mayor's Office of Housing and Community Development.

"**Mortgage**" means a mortgage, deed of trust, or other lien on all or part of the Project Site to secure an obligation made by the applicable property owner.

"**Mortgagee**" means (i) any mortgagee or beneficiary under a Mortgage, and (ii) a person or entity that obtains title to all or part of the Project Site as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action.

"**Municipal Code**" means the San Francisco Municipal Code.

"**New City Laws**" has the meaning set forth in Section 5.6.

"**Non-City Agency**" means Federal, State, and local governmental agencies that are independent of the City and not a Party to this Agreement.

"**Objective Requirements**" has the meaning set forth in Section 3.4.

"**OEWD**" means the San Francisco Office of Economic and Workforce Development.

"**Official Records**" means the official real estate records of the City and County of San Francisco, as maintained by the City's Assessor-Recorder's Office.

"**Ongoing Maintenance Services**" has the meaning set forth in the Financing Plan.

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

"**Parks and Open Space Plan**" means the parks and open space plan attached as Exhibit L.

"**Parks and Open Spaces**" means all of the public open spaces developed in accordance with the Land Use Plan and the Parks and Open Space Plan, but not including the privately owned, publicly accessible open spaces identified on Exhibit M.

"**Party**" and "**Parties**" has the meaning set forth in the opening paragraph of this Agreement and shall also include any Transferee (each during its period of ownership of all or part of the Project Site).

"**Phasing Goals**" has the meaning in Section 3.2.4.

"**Phasing Diagram**" means the phasing diagram attached as part of Exhibit N.

"**Phasing Plan**" means the phasing plan attached as Exhibit N.

"**Plan Documents**" means the Land Use Plan, Infrastructure Plan, Phasing Plan, Housing Plan, Parks and Open Space Plan, Transportation Exhibit and Transportation Plan, Financing Plan, Design Guidelines and this Development Agreement, as any of the foregoing are amended from time to time.

"**Planning Code**" means the San Francisco Planning Code.

"**Planning Commission**" means the Planning Commission of the City and County of San Francisco.

"**Planning Department**" or "**Planning**" means the Planning Department of the City and County of San Francisco acting through the Planning Director or authorized staff.

"**Planning Director**" means the Director of Planning of the City and County of San Francisco.

"**Privately-Owned Community Improvements**" shall mean those facilities and services that are privately-owned and privately-maintained, at no cost to City, for the public benefit, that are not dedicated to the City. The Privately-Owned Community Improvements are shown generally on Exhibit M-1 and further described in the Design Guidelines. Privately-Owned Community Improvements include the Public Market and Parcel Breaks (as shown in the Phasing Plan and the Infrastructure Plan), pedestrian paths and bicycle lanes, storm drainage facilities, open spaces, and community or recreation facilities to be built on land owned and retained by Developer and, in some cases, on land that is dedicated to the City.

"**Processing Fees**" means the standard fee imposed by the City upon the submission of an application for a permit or approval, which is not an Impact Fee or Exaction, in accordance with the City practice on a City-Wide basis.

"**Project**" means the mixed use development project as described in Recital D and the Approvals, including the Associated Community Benefits, together with Developer's rights and obligations under this Agreement.

"**Project Site**" has the meaning set forth in Recitals A, B, and C and as more particularly described in Exhibits A, B, C and D.

"**Project Special Taxes**" has the meaning set forth in the Financing Plan.

"**Project SUD**" means Planning Code Section 249.__ as adopted by the Board in Ordinance No. _____.

"**Proportionality Requirement**" has the meaning set forth in Section 3.2.4.

"**Public Health and Safety Exception**" has the meaning set forth in Section 5.8.1.

"Public Improvements" means the facilities, both on- and off-site, to be improved, constructed and dedicated by Developer and, upon Completion in accordance with this Agreement, accepted by the City. Public Improvements include the streets within the Project Site shown on Exhibit O, and all Infrastructure and public utilities within the accepted streets (such as electricity, water and sewer lines but excluding any non-municipal utilities), as well as sidewalks, bicycle lanes, street furniture, and paths and intersection improvements (such as curbs, medians, signaling, traffic controls devices, signage, and striping). The Public Improvements also include the Parks and Open Spaces, the SFPUC Infrastructure, and the SFMTA Infrastructure. The Public Improvements do not include Privately-Owned Community Improvements or, if any, privately owned facilities or improvements in the public right of way.

"**Public Improvement Agreement**" means an agreement between the City and Developer for the completion of required Public Improvements in the public right of way.

"**Public Trust Exchange Agreement**" has the meaning set forth in Section 6.5. A draft of the Public Trust Exchange Agreement is attached as Exhibit P.

"**Qualified Project Costs**" has the meaning set forth in the Financing Plan.

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

"**RPD Park Parcel**" means a parcel of land within the India Basin Open Space or the Big Green as identified in the Land Use Plan and Parks and Open Space Plan.

"**Services Special Taxes**" has the meaning set forth in the Financing Plan.

"**SFMTA**" means the San Francisco Municipal Transportation Agency.

"**SFMTA Infrastructure**" means the Public Improvements to be designed and constructed by Developer that the SFMTA will operate and maintain upon Completion in accordance with this Agreement and Board of Supervisor acceptance, as identified in the Infrastructure Plan.

"**SFPUC**" means the San Francisco Public Utilities Commission.

"**SFPUC Capacity Charges**" means all water and sewer capacity and connection fees and charges payable to the SFPUC, as and when due in accordance with applicable City requirements.

"**SFPUC Infrastructure**" means the Public Improvements to be designed and constructed by Developer that the SFPUC will operate and maintain upon Completion in accordance with this Agreement and Board of Supervisor acceptance, as identified in the Infrastructure Plan.

"**Stormwater Easements**" as defined in Section 6.7.

"**Subdivision Code**" means the San Francisco Subdivision Code and Subdivision Regulations.

"**Subdivision Regulations**" means subdivision regulations adopted by Public Works from time to time, including exceptions granted by the Director in accordance therewith.

"**Subdivision Map**" means any map that Developer submits for the Developer Property under the Subdivision Map Act and the Subdivision Code, which may include tentative or vesting tentative subdivision maps, final or vesting final subdivision maps and any tentative or final parcel map, or transfer map, including phased final maps to the extent authorized under an approved tentative subdivision map.

"**Subdivision Map Act**" means the California Subdivision Map Act, California Government Code §§ 66410 *et seq.*

"**Term**" has the meaning set forth in Section 2.2.

"**Third-Party Challenge**" means any administrative, legal or equitable action or proceeding instituted by any party other than the City or Developer challenging the validity or performance of any provision of this Agreement, the Project, the Approvals or Later Approvals, the adoption or certification of the FEIR or other actions taken pursuant to CEQA, or other approvals under Laws relating to the Project, any action taken by the City or Developer in furtherance of this Agreement, or any combination thereof relating to the Project or any portion thereof.

"**Transfer," "Transferee" and "Transferred Property**" have the meanings set forth in Section 12.1, and in all events excludes (1) a transfer of ownership or membership interests in Developer or any Transferee, (2) grants of easement or of occupancy rights for existing or completed Buildings or other improvements (including, without limitation, space leases in Buildings), and (3) the placement of a Mortgage on the Project Site.

"**Transferable Infrastructure**" means items of Infrastructure consisting of (1) final, primarily behind the curb, right-of-way improvements, including, sidewalks, light fixtures, street furniture, landscaping, and driveway cuts for a development parcel, and (2) utility laterals built within a development parcel or to connect the development parcel to the adjacent right of way.

"**Transitional Open Spaces**" shall mean those privately owned, publicly accessible open spaces identified on Exhibit M, to be maintained in accordance with Section 3.9.

"**Transportation Exhibit**" means the Transportation Exhibit attached as Exhibit Q.

"**Transportation Plan**" means Attachment 1 to the Transportation Exhibit.

"**Utility Infrastructure**" means Public Improvements for utility systems that serve the Project Site, including subsurface systems for power, stormwater, sewer, domestic water, recycled water, AWSS, and above-ground facilities, such as streetlights, stormwater controls, and switchgears. Utility Infrastructure excludes telecommunications infrastructure and any privately owned utility improvements.

"**Vertical Development**" means planning, design, and construction or rehabilitation of buildings and other structures on the Project Site.

"**Vested Elements**" has the meaning set forth in Section 5.1.

"**Workforce Agreement**" means the Workforce Agreement attached as Exhibit R.

ARTICLE 2
EFFECTIVE DATE; TERM

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

Section 2.2 Term. The initial term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for seventeen (17) years thereafter (the "**Initial Term**"), unless earlier terminated as provided herein, provided that the Initial Term shall be extended for each day of a Litigation Extension. If Developer starts construction of a Development Phase during the Initial Term and thereafter continues to diligently prosecutes the Development Phase to completion, and is not then in material default under this Agreement, then Developer shall have the right to extend the term of this Agreement for an additional eight (8) years (the "**First Extended Term**") by delivering to City, at any time during the last year of the Initial Term, a notice of extension. The 8-year extension shall be automatic upon Developer's delivery of the extension notice unless Developer is in material default at the time it sends the notice, in which case City may reject the notice by written notice of rejection to Developer, subject to Developer's notice and cure rights under this Agreement. For purposes of exercising the First Extended Term, a material default shall mean if, as of the date of the extension notice, (i) Developer has received a notice of Default under Section 9.3 that has not been cured, (ii) the Project has failed to provide sufficient affordable housing credits to meet the then-applicable milestone under the Housing Plan, or (iii) any Development Phase has failed to meet its Parks and Open Spaces requirements as and when required under the Phasing Plan, and in either case, Developer has not cured such failure in accordance with the provisions of the Housing Plan or Phasing Plan, as applicable, as of the effective date of the First Extended Term. Developer shall have the potential ability to extend the term of this Agreement for an additional five (5) years (the "**Second Extended Term**") by delivering to the City, at any time during the last year of the

First Extended Term, a notice of extension. The decision to grant or deny the Second Extended Term shall be made by the Planning Director in his or her sole discretion. The term of this Agreement (the "**Term**") shall mean the Initial Term plus, if applicable, the First Extended Term and the Second Extended Term. The term of any conditional use permit, planned unit development, any tentative Subdivision Map, and any subsequent subdivision map shall be for the longer of (x) the Term (as it relates to the applicable parcel) or (y) the term otherwise allowed under the Subdivision Map Act or conditional use/planned unit development approval, as applicable.

ARTICLE 3
GENERAL RIGHTS AND OBLIGATIONS

Section 3.1 Development of the Project. Developer shall have the vested right to develop the Project in accordance with and subject to the provisions of this Agreement, including upon issuance the Later Approvals, and the City shall consider and process all Later Approvals for development of the Project in accordance with and subject to the provisions of this Agreement. The Parties acknowledge (i) that Developer has obtained all Approvals from the City required to Commence Construction of the Project, other than any required Later Approvals and (ii) that Developer may proceed in accordance with this Agreement with the construction and, upon completion, use and occupancy of the Project as a matter of right, subject to the attainment of any required Later Approvals and any Non-City Approvals as set forth in this Agreement.

Section 3.2 Development Process.

3.2.1 Phases. The Parties anticipate that the Project will be developed in phases described in the Phasing Plan (each, a "**Development Phase**" and collectively, the "**Development Phases**"), in the manner described in this Section 3.2. The Parties acknowledge that Developer cannot guarantee the exact timing in which Development Phases will be constructed and whether certain development will be constructed at all. Such decisions depend on numerous factors that are not within the control of Developer or the City, such as market absorption and demand, interest rates, availability of financing, competition and other similar factors. Developer shall have the right to develop the Project in Development Phases in such order and time as determined by Developer in the exercise of its business judgment, but subject to the requirements of this Agreement with respect to Associated Community Benefits. Prior to the commencement of the each Development Phase, Developer shall submit to the Planning Department an application (a "**Development Phase Application**") in accordance with the procedures and requirements set forth in Exhibit S.

3.2.2 Boundaries. The proposed boundaries of each Development Phase is generally shown in the Phasing Plan. Final boundaries of each Development Phase will be established through Subdivision Maps, together with boundaries of all parcels within each Development Phase.

3.2.3 Associated Public Benefits. Because the Project will be built out over a number of years, the amount and timing of the Associated Community Benefits, including the Infrastructure and the Parks and Open Spaces, are allocated by Development Phase in

accordance with the Plan Documents, including the Phasing Plan. The scope and timing of Infrastructure that is associated with specific parcels or Buildings, will be reviewed and approved by the City through the Subdivision Map approval process, but must be consistent with the Approvals. Privately-Owned Community Improvements and Parks and Open Spaces will be provided as set forth in the Phasing Plan and the Parks and Open Space Plan. Associated Community Benefits related to Affordable Housing, workforce requirements, and transportation plans and programs will be delivered as set forth in the Housing Plan, Workforce Agreement, and Transportation Exhibit, respectively.

3.2.4 Phasing Goals. The Phasing Plan and the Housing Plan reflect the requirement that Associated Community Benefits, including Public Improvements, affordable housing, Parks and Open Spaces, and Privately-Owned Community Improvements, must be provided proportionately with the development of market-rate housing and commercial-office uses taking into account the Project as a whole (the "**Proportionality Requirement**"). So long as this Proportionality Requirement is satisfied, the City shall consider the following additional phasing goals (together with the Proportionality Requirement, collectively, the "**Phasing Goals**") when considering Developer's request for changes to the Phasing Plan:

(a) Rational Development. Associated Community Benefits should be developed in an orderly manner and consistent with the Plan Documents. Finished portions of the Project should be generally contiguous.

(b) Appropriate Development. Horizontal development should be timed to coordinate with the needs of vertical development. Completed Infrastructure must provide continuous reliable access and utilities to then-existing visitors, residents, and businesses.

(c) Market Timing. The boundaries and mix of uses within the Development Phase should be designed to minimize unsold inventory of Development Parcels.

(d) Flexibility. Flexibility to respond to market conditions, cost and availability of financing, and economic feasibility should be provided.

3.2.5 Changes to Phasing. The Parties agree that many factors, including general economic conditions, the local housing, office, and retail markets, capital markets, general market acceptability, and local tax burdens will determine the rate at which various residential and commercial uses within the Project can be developed and absorbed. Developer may request changes to the Phasing Plan at any time, including changes to the proposed boundaries of a Development Phase and the timing for delivery of Associated Community Benefits, by submitting a written request to the Planning Director with a statement explaining the reasons for the proposed changes and how the changes remain consistent with the Phasing Goals, including the Proportionality Requirement.

3.2.6 City Approval. In considering whether to approve Developer's requested changes, the Planning Director will consider whether the changes are consistent with the Phasing Goals, including the Proportionality Requirement if the change would delay the production of

Associated Community Benefits or require a reallocation of Associated Community Benefits due to a change in the proposed boundaries of development parcels. The Planning Director may approve such change if, after consulting with all affected City Agencies and the City Attorney, he or she determines that the modified Phasing Plan meets the Phasing Goals, including the Proportionality Requirement. Any material change to the Phasing Plan that does not meet the Phasing Goals, as determined by the Planning Director, will require the approval of the Planning Commission after consultation with the affected City Agencies.

Section 3.3 Approval of Subdivision Maps. Developer shall obtain a Tentative Subdivision Map and enter into a Public Improvement Agreement before beginning to construct any Infrastructure or Building within a Development Phase. Developer is not required to obtain one Subdivision Map for the entire Project Site, but can obtain multiple maps, one for each phase of development, as desired.

Section 3.4 Design Review and Objective Requirements. The Approvals include the Project SUD, the Plan Documents and the Design Guidelines to ensure that the urban, architectural, and landscape design of the Buildings, public realm and Public Improvements at the Project Site will be of high quality and appropriate scale, include sufficient open space, and promote the public health, safety, and general welfare. The design review procedures applicable to all new Buildings and Privately-Owned Community Improvements shall be as set forth in the Project SUD. Design review procedures applicable to Parks and Open Spaces within the RPD Park Parcel will be as set forth in Section 3.5. The City shall review and approve, disapprove, or approve with recommended modifications any design review application under the Project SUD (a "**Design Review Application**") in accordance with the requirements of this Agreement and the procedures specified in the Project SUD, as the same may be amended from time to time. Notwithstanding anything to the contrary in this Agreement, the City may exercise its reasonable discretion in approving the aspects of a Design Review Application that relate to the qualitative or subjective requirements of the Design Guidelines, including the choice of building materials and fenestration. In considering a Design Review Application and any Later Approval for those aspects of a proposed Building or Privately-Owned Community Improvement that meet the quantitative or objective requirements of the Design Guidelines and the other Plan Documents (the "**Objective Requirements**"), including without limitation, the Building's proposed height, bulk, setbacks, streetwalls, location of uses and size of such uses, and amount of open space and parking, the City acknowledges and agrees that (i) it has exercised its discretion in approving the Project SUD, the Plan Documents and the Design Guidelines, and (ii) any proposed Design Review Application or Later Approval that meets the Objective Requirements shall not be rejected by the City based on elements that conform to or are consistent with the Objective Requirements, so long as the proposed Building or and Privately-Owned Community Improvements meets the Building Code as set forth in Section 5.4 (Strict Building Code Compliance).

Section 3.5 Design Review of Parks and Open Spaces within India Basin Open Space and Big Green. Before the City may issue any construction permit for any Parks and Open Spaces located within the India Basin Open Space or the Big Green, RPD must have first approved the schematic design and construction documents for the applicable Parks and Open Spaces in accordance with Exhibit T and the SUD.

Section 3.6 Construction of Public Improvements and Privately-Owned Community Improvements.

3.6.1 Construction. Developer shall undertake the design, development, and installation of the Public Improvements and Privately-Owned Community Improvements at no cost to City (other than the public financing set forth in the Financing Plan). Public Improvements shall be designed and constructed, and shall contain those improvements and facilities, as reasonably required by the applicable City Agency that is to accept, and in some cases operate and maintain, the Public Improvement in keeping with the then-current citywide standards and requirements of the City Agency as if it were to design and construct the Public Improvement on its own at that time, subject to such exceptions and non-standard elements or features set forth in the Infrastructure Design Exceptions Memo, or as otherwise approved by Public Works or the applicable City Agency in accordance with this Agreement and the Subdivision Code. Without limiting the foregoing, Developer shall complete all Public Improvements and Privately-Owned Community Improvements in accordance with the applicable Plan Documents, and in a good and diligent manner, without material defects, in accordance with City-approved construction documents. Before the start of work on any Public Improvements, Developer shall enter into a Public Improvement Agreement with Public Works, and provide adequate security consistent with the Subdivision Code and the applicable Public Improvement Agreement (which may include bonds, letters of credit, or other security satisfactory to the City and meeting the requirements of the Subdivision Code).

3.6.2 Regulatory Approvals. Developer shall obtain all necessary permits and approvals (including approval of all design and construction plans) from any responsible agencies having jurisdiction over each Public Improvement and Privately-Owned Community Improvement. Without limiting the foregoing, (i) the SFMTA must approve all of the plans and specifications for Public Improvements that are under SFMTA jurisdiction as provided in the SFMTA Consent, (ii) the SFPUC must approve all of the plans and specifications for the SFPUC Infrastructure as provided in the SFPUC Consent, and (iii) Public Works must approve all of the plans and specifications for all streets and sidewalks and improvements in the Public ROWs. In deciding whether to approve, conditionally approve, or deny, each City Agency is subject to the requirements of the Plan Documents and this Agreement, including Sections 5.3 and 5.5.

3.6.3 Timing for Completion of Public Improvements and Privately-Owned Community Improvements. All Public Improvements that are required to serve a new Building (as identified in the Infrastructure Plan and Phasing Plan) must be Completed and accepted by the Board of Supervisors on or before issuance of the First Certificate of Occupancy for that Building; provided, however, that upon Developer's request, the City will allow the issuance of Certificates of Occupancy for Buildings prior to acceptance of the associated Public Improvements if (1) the City Engineer has issued a Determination of Completion for the applicable Public Improvement, and (2) Developer and the City have entered into an agreement reasonably acceptable to the Public Works Director governing the use of and liability for the applicable Public Improvements until accepted by the Board of Supervisors. The Parties agree to work in good faith to enter into such agreements as may be needed to ensure that City's process for acceptance of Public Improvements does not delay the issuance of Certificates of Occupancy when the Public Infrastructure is Completed and ready for its intended use. Privately-Owned Community Improvements and all Parks and Open Spaces expressly identified in the Phasing

Plan must be Completed in accordance with the times for Completion set forth in the Phasing Plan. If Developer fails to complete the applicable Public Improvements or Privately-Owned Community Improvements within such time frame, the City may decide not to issue a certificate of occupancy or Later Approval in accordance with Section 9.4.4.

3.6.4 Dedication and Acceptance of Public Improvements. Developer shall provide the City with an offer of dedication for all Public Improvements, with fee title to public right of way (or an easement, if acceptable to the City), within the Development Phase in accordance with the Subdivision Code, and the applicable Public Improvements Agreement and Subdivision Map conditions of approval. At any time after Completion, Developer shall make a written request to the City to initiate acceptance of such Public Improvements in accordance with the Subdivision Code, the Public Improvements Agreement, and this Agreement, including, but not limited to, the Infrastructure Design Exceptions Memo. With any such request, Developer shall satisfy all prerequisites and conditions to acceptance and submit all needed materials associated with the request. Following Developer's submittal of all required materials, each applicable City Agency having jurisdiction will diligently and expeditiously process the acceptance request and introduce complete acceptance packages to the Board of Supervisors.

Section 3.7 Contracting for Public Improvements. In connection with all of the Public Improvements, Developer shall engage a contractor that is duly licensed in California and qualified to complete the work (the "**Contractor**"). The Contractor shall contract directly with Developer pursuant to an agreement to be entered into by Developer and Contractor (the "**Construction Contract**"), which shall: (i) be a guaranteed maximum price contract; (ii) require contractor to maintain bonds and insurance for the benefit of Developer and the City in accordance with the Subdivision Code; (iii) require the Contractor to obtain and maintain customary insurance, including workers compensation in statutory amounts, Employer's liability, general liability, and builders all-risk; (iv) release the City from any and all claims relating to the construction, including but not limited to mechanics liens and stop notices; (v) subject to the rights of any Mortgagee that forecloses on the property, include the City as a third party beneficiary, with all rights to rely on the work, receive the benefit of all warranties, and prospectively assume Developer's obligations and enforce the terms and conditions of the Construction Contract as if the City were an original party thereto; and (vi) require that the City be included as a third party beneficiary, with all rights to rely on the work product, receive the benefit of all warranties and covenants, and prospectively assume Contractor's rights in the event of any termination of the Construction Contract, relative to all work performed by the Project's architect and engineer.

Section 3.8 Maintenance and Operation of Public Improvements by Developer and Successors. Ongoing Maintenance Services of the Maintained Facilities will be paid by Services Special Taxes from the CFD in accordance with the Financing Plan.

Section 3.9 Maintenance and Operation of Privately-Owned Community Improvements. Developer or its Transferee shall own, operate, and maintain in good and workmanlike condition, and otherwise in accordance with all applicable laws and any applicable permits, at no cost to City, all Privately-Owned Community Improvements except for the Transitional Open Spaces, which shall be maintained as Maintained Facilities under the Financing Plan. At a minimum, all Privately-Owned Community Improvements shall be

maintained in accordance with the requirements of Exhibit M-2. In order to ensure that all such Privately-Owned Community Improvements (other than the Transitional Open Spaces) are maintained as required, Developer shall record a declaration of covenants, conditions, and restrictions in a form approved by the Planning Director and the City Attorney ("**CC&Rs**") against the residential lots within the Project Site but excluding any sites that are intended for dedication to the City, that requires the master homeowner's association ("**Master HOA**") to maintain and repair such Privately-Owned Community Improvements in perpetuity, with appropriate homeowners' dues to provide the necessary funding. The CC&Rs may be recorded against lots within the Project Site in phases, but in each instance before commencement of construction of the applicable Buildings. Notwithstanding anything to the contrary contained in any Master HOA governing document, Developer or its Transferee shall make commercially reasonable efforts to enforce the maintenance and repair obligations of the Master HOA during the Term. The CC&Rs shall expressly provide the City with the right to enforce the maintenance and repair provisions of the CC&Rs.

Section 3.10 [Intentionally Omitted].

Section 3.11 Non-City Regulatory Approvals for Public Improvements. The Parties acknowledge that certain Public Improvements and Privately-Owned Community Improvements, most particularly the proposed outfall of stormwater from the Project Site to the Bay and in water construction, require the approval of federal and state governmental agencies that are independent of the City and not a Party to this Agreement ("**Non-City Responsible Agencies**"). The Non-City Responsible Agencies may, at their sole discretion, disapprove installation of such Public Improvements, making such installation impossible. The City will cooperate with reasonable requests by Developer to obtain permits, agreements, or entitlements from Non-City Responsible Agencies for each such improvement, and as may be necessary or desirable to effectuate and implement development of the Project in accordance with the Approvals (each, a "**Non-City Regulatory Approval**"). The City's commitment to Developer under this Section 3.11 is subject to the following conditions:

(a) Throughout the permit process for any Non-City Regulatory Approval, Developer shall consult and coordinate with each affected City Agency in Developer's efforts to obtain the Non-City Regulatory Approval, and each such City Agency shall cooperate reasonably with Developer in Developer's efforts to obtain the Non-City Regulatory Approval;

(b) Developer shall not agree to conditions or restrictions in any Non-City Regulatory Approval that could create: (1) any obligations on the part of any City Agency, unless the City Agency agrees to assume such obligations at the time of acceptance of the Public Improvements; or (2) any restrictions on City-owned property (or property to be owned by City under this Agreement), unless in each instance the City, including each affected City Agency, has previously approved the conditions or restrictions in writing, which approval may be given or withheld in its sole discretion; and

(c) Developer shall bear all costs associated with applying for, obtaining, and complying with any necessary Non-City Regulatory Approval, and any

and all conditions or restrictions imposed as part of a Non-City Regulatory Approval. Developer shall pay or otherwise discharge any fines, penalties, or corrective actions imposed as a result of Developer's failure to comply with any Non-City Regulatory Approval.

Section 3.12 Continuing City Obligations. Certain Non-City Regulatory Approvals may include conditions that entail special maintenance or other obligations that continue after the City accepts the dedication of Public Improvements (each, a "**Continuing Obligation**"). Standard maintenance of Public Improvements, in keeping with City's existing practices, shall not be deemed a Continuing Obligation. Developer must notify all affected City Agencies in writing and include a clear description of any Continuing Obligation, and each affected City Agency must approve the Continuing Obligation in writing in its sole discretion before Developer agrees to the Non-City Regulatory Approval and the Continuing Obligation. Upon the City's acceptance of any Public Improvements that has a Continuing Obligation that was approved by the City as set forth above, the City will assume the Continuing Obligation and notify the Non-City Responsible Agency that gave the applicable Non-City Regulatory Approval of this fact.

Section 3.13 Public Financing.

3.13.1 Financing Districts. Developer and City agree to form a CFD under the CFD Act to finance Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services, as described in the Financing Plan. The City agrees not to (i) initiate proceedings for any new or increased special tax or special assessment that is targeted or directed at the Project Site except as provided in the Financing Plan, or (ii) take any other action that is inconsistent with the Financing Plan without Developer's consent. Any and all costs incurred by the City in forming a CFD shall be City Costs. The terms and conditions of any CFD must be consistent with the specifications in the Financing Plan. Developer shall not, at any time, contest, protest, or otherwise challenge the formation of the CFDs or the issuance of additional bonds or other financing secured by Project Special Taxes, or the application of bond proceeds or Project Special Taxes. Once established, Developer shall not institute, or cooperate in any manner with, proceedings to repeal or reduce the Project Special Taxes. The provisions of this Section shall survive the expiration of this Agreement, and Developer shall include the requirements of this Section in the Master CC&Rs (or, if the Master CC&Rs have not yet been created and recorded, in the sale documents for any sale of all or part of the Property).

3.13.2 Limitation on New Districts. The City will not form any new financing or assessment district over any portion of the Project Site unless the new district applies to similarly-situated property City-Wide or Developer gives its prior written consent to or requests the proceedings.

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

Section 3.14 Public Power. Within six (6) months after the Effective Date, Developer will provide the SFPUC with all Project information the SFPUC requires to determine the feasibility of providing electric service to the Project Site (the "**Feasibility Study**"). The SFPUC will complete the Feasibility Study within six (6) months after the date that Developer provides to the SFPUC all Project information needed to complete the Feasibility Study. Developer agrees that if the SFPUC determines it is feasible to provide electricity for the Project Site, then the SFPUC will be the exclusive power provider to the Project Site. The SFPUC power will be provided under the SFPUC's Rules and Regulations Governing Electric Service and at rates that are comparable to rates in San Francisco for comparable service from other providers.

Section 3.15 Workforce. Developer shall require project sponsors, contractors, consultants, subcontractors, and subconsultants, as applicable, to undertake workforce development activities in both the construction and end use phases of the Project in accordance with the Workforce Agreement.

ARTICLE 4
PUBLIC BENEFITS; DEVELOPER OBLIGATIONS AND CONDITIONS TO DEVELOPER'S PERFORMANCE

Section 4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations. The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits to the City beyond those achievable through existing Laws, including, but not limited to, those set forth in this Article 4 (the "**Community Benefits**"). The City acknowledges and agrees that a number of the Community Benefits would not be otherwise achievable without the express agreement of Developer under this Agreement. Developer acknowledges and agrees that, as a result of the benefits to Developer under this Agreement, Developer has received good and valuable consideration for its provision of the Community Benefits, and that the City would not be willing to enter into this Agreement without the Community Benefits. Payment or delivery of each of the Community Benefits is tied to the construction of each of the Development Phases and/or commercial and residential development as described in the Phasing Plan and the Plan Documents, including the Public Improvements, Privately-Owned Community Improvements and the affordable housing under the Housing Plan (each, an "**Associated Community Benefit**"). The timing for delivery of the Associated Community Benefits will be as set forth in each applicable Plan Document. Time is of the essence with respect to the Completion of all Associated Community Benefits.

4.1.1 Associated Community Benefits. Developer shall provide the Associated Community Benefits identified in the following attachments to the Development Agreement (collectively, the "**Community Benefit Programs**"):

(a) the Infrastructure Plan (including all of the Public Improvements and the Privately-Owned Community Improvements);

(b) the Parks and Open Space Plan and the Phasing Plan;

(c) the Housing Plan;

(d) the Transportation Exhibit;

(e) the Sustainability Program, as described in the Design Guidelines; and

(f) the Workforce Agreement.

Section 4.2 Conditions to Performance of Associated Community Benefits. Except to the extent expressly stated otherwise in an applicable Plan Document, Developer's obligation to perform each Associated Community Benefit is expressly conditioned upon each and all of the following conditions precedent:

(a) All Approvals for the applicable Development Phase to which the Associated Community Benefit is tied shall have been Finally Granted;

(b) Developer shall have obtained all Later Approvals necessary to Commence Construction of the applicable Development Phase to which the Associated Community Benefit is tied, and the same shall have been Finally Granted, except to the extent that such Later Approvals have not been obtained or Finally Granted due to the failure of Developer to timely initiate and then diligently and in good faith pursue such Later Approvals; and

(c) Developer shall have Commenced Construction of the Development Phase to which the Associated Community Benefit applies.

Whenever this Agreement requires completion of an Associated Community Benefit at or before a specified date or milestone, and that date or milestone is passed without completion of the Associated Community Benefit, the City may withhold certificates of occupancy and Later Approvals in accordance with Section 9.4.4.

Section 4.3 No Additional CEQA Review or General Plan Consistency Findings Required. The Parties acknowledge that the FEIR prepared for the Project complies with CEQA, and that the Project is consistent with the City's General Plan. The Parties further acknowledge that:

(a) the FEIR contains a thorough analysis of the Project and possible alternatives;

(b) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project;

(c) the Board of Supervisors adopted CEQA Findings, including a statement of overriding considerations in connection with the Approvals, pursuant to CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. Accordingly, the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested under this Agreement. The City shall rely on the FEIR, to the greatest extent possible in accordance with applicable Laws, in all future discretionary actions

related to the Project; provided, however, that nothing shall prevent or limit the discretion of the City to conduct additional environmental review in connection with any Later Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA; and

(d) the General Plan Consistency Findings are intended to support all Later Approvals that are consistent with the Project Approvals. To the maximum extent practicable, Planning will shall rely exclusively on the General Plan Consistency Findings when processing and reviewing all Later Approvals, including schematic review under the SUD, proposed Subdivision Maps, and any other actions related to the Project requiring General Plan determinations; provided Developer acknowledges that the General Plan Consistency Findings do not limit the City's discretion in connection with any Later Approval that requires new or revised General Plan consistency findings because of amendments to any Project Approval or Material Changes or that is analyzed in the context of a future General Plan amendment that is a non-conflicting New City Law.

4.3.2 Compliance with CEQA Mitigation Measures. Developer shall comply with all Mitigation Measures imposed as applicable to the Project except for any Mitigation Measures that are expressly identified as the responsibility of a different party or entity. Without limiting the foregoing, Developer shall be responsible for the completion of all Mitigation Measures identified in the MMRP as the responsibility of the "owner" or the "project sponsor," but not with Mitigation Measures identified in the MMRP as the obligation of "RPD" or the "City." The Parties expressly acknowledge that the FEIR and the associated MMRP are intended to be used in connection with each of the Later Approvals to the extent appropriate and permitted under applicable Law. To the extent necessary, Developer shall incorporate the requirements of the MMRP into any sale of all or part of the land to any vertical developer. Nothing in this Agreement shall limit the discretion of the City to conduct additional environmental review in connection with any Later Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA, or the ability of the City to impose conditions on any discretionary actions relating to a Material Change, including conditions determined by the City to be necessary to mitigate adverse environmental impacts.

4.3.3 Sidewalks and Streets. By entering into this Agreement, the City's Board of Supervisors and the City Agencies have reviewed and approved the sidewalk, street, and alley widths and general right of way configurations with respect to location and relationship of major elements, including curbs, bicycle facilities, parking, loading areas, and landscaping, as set forth in the Infrastructure Plan, including without limitation the Infrastructure Design Exceptions Memo, and the Design Guidelines, as consistent with the City's central policy objective to ensure street safety for all users while maintaining adequate clearances, including for fire apparatus vehicles. No City Agency with jurisdiction may object to a Later Approval for any Building or any Infrastructure based upon the proposed width of a sidewalk, street, or alley unless such objection is based upon the applicable City Agency's reserved authority to review engineering design or other authority under State law. In the case of such objection, then within five (5) business days of the objection being raised (whether raised formally or informally), representatives from Developer, Public Works, the Planning Department and the objecting City Agency shall meet and confer in good faith to attempt to find a mutually satisfactory resolution

to the objection. If the matter is not resolved within fourteen (14) days following the objection, then the Planning Director shall notify the Clerk of the Board of Supervisors and the members of the Board of Supervisors' Land Use and Transportation Committee. The City Agencies and Developer agree to act in good faith to resolve the matter quickly and in a manner that does not conflict with the City policy, Approvals, this Agreement, or applicable Law. For purposes of this Section, "engineering design" means professional engineering work as set forth in the Professional Engineers Act, California Business and Professions Code sections 6700 *et seq.*

Section 4.4 Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate against any employee, City employee working with Developer's contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

Section 4.5 City Cost Recovery.

4.5.1 Developer shall timely pay to the City all Impact Fees and Exactions applicable to the Project or the Project Site as set forth in Section 5.7 (Fees and Exactions).

4.5.2 Developer shall timely pay to the City all Processing Fees applicable to the processing or review of applications for the Approvals and Later Approvals.

4.5.3 Developer shall pay to the City all City Costs incurred in connection with the drafting and negotiation of this Agreement, defending the Approvals and Later Approvals, and in processing and issuing any Later Approvals or administering this Agreement (except for the costs that are covered by Processing Fees), within sixty (60) days following receipt of a written invoice complying with Section 4.5.4 from the City.

4.5.4 OEWD shall provide Developer on a quarterly basis (or such alternative period as agreed to by the Parties) a reasonably detailed statement showing costs incurred by OEWD, the City Agencies, and the City Attorney's Office, including the hourly rates for each City staff member at that time, the total number of hours spent by each City staff member during the invoice period, any additional costs incurred by the City Agencies and a brief non-confidential description of the work completed (provided, for the City Attorney's Office, the billing statement will be reviewed and approved by OEWD but the cover invoice forwarded to Developer will not include a description of the work). OEWD will use reasonable efforts to provide an accounting of time and costs from the City Attorney's Office and each City Agency in each invoice; provided, however, if OEWD is unable to provide an accounting from one or more of such parties, then OEWD may send an invoice to Developer that does not include the charges of such party or parties without losing any right to include such charges in a future or supplemental invoice but subject to the twelve (12) month deadline set forth below in this Section 4.5.4. Developer's obligation to pay the City Costs shall survive the termination of this

Agreement. Developer shall have no obligation to reimburse the City for any City Cost that is not invoiced to Developer within twelve (12) months from the date the City Cost was incurred. The City will maintain records, in reasonable detail, with respect to any City Costs and upon written request of Developer, and to the extent not confidential, shall make such records available for inspection by Developer.

4.5.5 If Developer in good faith disputes any portion of an invoice, then within sixty (60) days following receipt of the invoice Developer shall provide notice of the amount disputed and the reason for the dispute, and the Parties shall use good faith efforts to reconcile the dispute as soon as practicable. Developer shall have no right to withhold the disputed amount. If any dispute is not resolved within ninety (90) days following Developer's notice to the City of the dispute, Developer may pursue all remedies at law or in equity to recover the disputed amount.

Section 4.6 Prevailing Wages and Working Conditions. Certain contracts for work at the Project Site may be public works contracts if paid for in whole or part out of public funds, as the terms "public work" and "paid for in whole or part out of public funds" are defined in and subject to exclusions and further conditions under California Labor Code sections 1720–1720.6. In connection with the Project, Developer shall comply with all California public works requirements as and to the extent required by State Law. In addition, Developer agrees that all workers performing labor in the construction of public works (including the Public Improvements) under this Agreement will be: (1) paid not less than the Prevailing Rate of Wages as defined in Administrative Code section 6.22 and established under Administrative Code section 6.22(e), (2) provided the same hours, working conditions, and benefits as in each case are provided for similar work performed in San Francisco County in Administrative Code section 6.22(f), and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61. Any contractor or subcontractor performing a public work or constructing Improvements must make certified payroll records and other records required under Administrative Code section 6.22(e)(6) available for inspection and examination by the City with respect to all workers performing covered labor. City's Office of Labor Standards Enforcement ("**OLSE**") enforces labor laws, and OLSE shall be the lead agency responsible for ensuring that prevailing wages are paid and other payroll requirements are met in connection with the work, as more particularly described in the Workforce Agreement.

Section 4.7 Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims ("**Losses**") arising or resulting directly or indirectly from (i) any third party claim arising from a Default by Developer under this Agreement, (ii) Developer's failure to comply with any Approval, Later Approval or Non-City Approval, (iii) the failure of any improvements constructed pursuant to the Approvals or Later Approvals to comply with any Applicable Laws, including Existing Standards, (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring on the Project Site (or the public right of way adjacent to the Project Site) in connection with the construction by Developer or its agents or contractors of any improvements pursuant to the Approvals, Later Approvals or this Agreement, (v) a Third-Party Challenge instituted against the City or any of the City Parties, (vi) any dispute between Developer, its contractors or subcontractors relating to the construction of any part of the Project,

(vii) any claim relating to the Public Trust Exchange Agreement, including any claim by the State against the City relating to the condition of the property transferred to the State, and (viii) any dispute between Developer and any Transferee or any subsequent owner of any of the Project Site relating to any assignment of this Agreement or the obligations that run with the land, or any dispute between Developer and any Transferee or other person relating to which party is responsible for performing certain obligations under this Agreement, each regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City or any of the City Parties, except to the extent that any of the foregoing indemnification obligations is void or otherwise unenforceable under applicable Law, and except to the extent such Loss is the result of the negligence or willful misconduct of the City Parties. The foregoing indemnity shall include, without limitation, reasonable attorneys' fees and costs and the City's reasonable cost of investigating any claims against the City or the City Parties. All indemnifications set forth in this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 5
VESTING AND CITY OBLIGATIONS

Section 5.1 Vested Rights. By the Approvals, the City has made a policy decision that the Project, as described in and as may be modified in accordance with the Approvals, is in the best interests of the City and promotes the public health, safety, and welfare. Developer shall have the vested right to develop the Project as set forth in this Agreement, including without limitation, with the following vested elements: the locations and numbers of Buildings proposed, the land uses and parcelization, height and bulk limits, including the maximum density, intensity, and gross square footages, the permitted uses, the provisions for open space, vehicular access, and parking, (collectively, the "**Vested Elements**"; provided the Existing Uses on the Project Site shall also be included as Vested Elements). The Vested Elements are subject to and shall be governed by Applicable Laws. The expiration of any Building permit or Approval shall not limit the Vested Elements, and Developer shall have the right to seek and obtain subsequent Building permits or approvals, including Later Approvals, at any time during the Term, any of which shall be governed by Applicable Laws. Each Later Approval, once granted, shall be deemed an Approval for purposes of this Section 5.1.

Section 5.2 Existing Standards. The City shall process, consider, and review all Later Approvals in accordance with (i) the Approvals, (ii) the San Francisco General Plan, (iii) the Municipal Code (including the Subdivision Code), and all other applicable City policies, rules, and regulations, as each of the foregoing is in effect on the Effective Date ("**Existing Standards**"), as the same may be amended or updated in accordance with permitted New City Laws as set forth in Section 5.6 (New City Laws), (iii) California and federal law, as applicable, and (iv) this Agreement, including the Plan Documents (collectively, "**Applicable Laws**"). The Enacting Ordinance contains express waivers and amendments to Chapter 56 consistent with this Development Agreement.

5.2.1 No Implied Waiver of Codes. Nothing in this Agreement, including the Infrastructure Plan, constitutes an implied waiver or exemption of the Subdivision Code or the Public Works Code. Any waiver or exemption from these codes must be specifically identified in a memorandum attached to the Infrastructure Plan and the waiver and exemption must be

explicit (the "**Infrastructure Design Exceptions Memo**"). In order to effect such a waiver and exemption, the Infrastructure Design Exceptions Memo must: (i) identify the applicable section of the Code, (ii) identify the specific project component necessitating the waiver or exemption, including how it will not comply with the Code, (iii) identify the portions of the Infrastructure Plan discussing such project component, and (iv) provide an explanation for the waiver or exemption. To the extent there is a conflict between the Subdivision Code or the Public Works Code or other applicable City standards and any drawing or text in the Infrastructure Plan, the Code section shall control (subject to the vesting provisions of this Agreement) except as specified in the Infrastructure Design Exceptions Memo. For any waiver or exemption not specifically identified in the Infrastructure Design Exceptions Memo, Developer shall comply with the City's existing processes to seek any necessary waivers or exemptions. The City's failure to enforce any part of the Subdivision Code or Public Works Code shall not be deemed a waiver of its right to do so thereafter, but it shall not override the Approvals standards set forth in Sections 3.2.6, 5.2, 5.3, and 5.4.

Section 5.3 Criteria for Later Approvals. Developer shall be responsible for obtaining all required Later Approvals before the start of any construction. The City, in granting the Approvals and vesting the Project through this Agreement, is limiting its future discretion with respect to Later Approvals to the extent that they are consistent with the Approvals and this Agreement. The City shall not disapprove applications for Later Approval based upon an item or element that is consistent with the Approvals, or impose new conditions that conflict with the Approvals, and shall consider all such applications in accordance with its customary practices (subject to the requirements of this Agreement). The City may subject a Later Approval to any condition that is necessary to bring the Later Approval into compliance with Applicable Laws. For any part of a Later Approval request that has not been previously reviewed or considered by the applicable City Agency (such as additional details or plans), the City Agency shall exercise its discretion consistent with the Municipal Code, the Approvals and otherwise in accordance with City's customary practice (but subject to the requirements of this Agreement). Nothing in this Agreement shall preclude the City from applying New City Laws for any development not within the definition of the "Project" under this Agreement.

Section 5.4 Strict Building Code Compliance.

5.4.1 City-Wide Building Codes. Except as otherwise provided in Section 5.4.2 and Section 4.3.3, when considering any application for a Later Approval, the City or the applicable City Agency shall apply the applicable provisions, requirements, rules, or regulations (including any applicable exceptions) that are contained in the San Francisco Building Codes, including the Public Works Code, Subdivision Code, Mechanical Code, Electrical Code, Green Building Code, Housing Code, Plumbing Code, Fire Code, or other uniform construction codes applicable on a City-Wide basis.

5.4.2 Applicability of Utility Infrastructure Standards. Nothing in this Development Agreement will preclude the City from applying then-current standards and New City Laws for Utility Infrastructure for each Later Approval if: (i) the standards for Utility Infrastructure as applied, City-Wide, are compatible with, and would not require a material modification to previously approved plans for the work (*e.g.*, changes that would involve the redesign of plans or documents that were previously approved), and (ii) the deviations are

compatible with, and would not require any retrofit, material modification (including construction of new supplementary systems or improvements), removal, reconstruction or redesign of what was previously built as part of the Project. If Developer claims that the City's request for changes to design or construction documents violates the preceding sentence, it will submit to the City reasonable documentation to substantiate its claim, including bids, cost estimates, or other supporting documentation. The Parties agree to meet and confer for a period of not less than thirty (30) days to resolve any dispute regarding application of this Section. If the Parties do not agree following the meet and confer period, Developer may seek judicial relief for any City violation of the limitations imposed by this Section.

Section 5.5 Denial of a Later Approval. If the City denies any application for a Later Approval that implements a Building that is part of the Project, the City must specify in writing the reasons for such denial and shall suggest modifications required for approval of the application. Any such specified modifications shall be consistent with Applicable Laws, and City staff shall approve the application if it is subsequently resubmitted for City review and corrects or mitigates, to the City's reasonable satisfaction, the stated reasons for the earlier denial in a manner that is consistent and compliant with Applicable Laws and does not include new or additional information or materials that give the City a reason to object to the application under the standards set forth in this Agreement.

Section 5.6 New City Laws. All future changes to Existing Standards and any other Laws, plans or policies adopted by the City or adopted by voter initiative after the Effective Date ("**New City Laws**") shall apply to the Project and the Project Site except to the extent they conflict with this Agreement or the terms and conditions of the Approvals. In the event of such a conflict, the terms of this Agreement and the Approvals shall prevail, subject to the terms of Section 5.8 (Changes in Federal or State Laws). All references to any part of the Municipal Code in this Agreement shall mean that part of the Municipal Code (including the Administrative Code) in effect on the Effective Date, with such changes and updates as are adopted from time to time, except for any changes or updates that conflict with this Agreement as set forth in Section 5.6.1.

5.6.1 New City Laws shall be deemed to conflict with this Agreement and the Approvals if they:

(a) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage or number of proposed Buildings (including the number of residential dwelling units) or change the location of proposed Buildings or change or reduce other improvements from that permitted under the Approvals;

(b) limit or reduce the height or bulk of the Project, or any part thereof, or otherwise require any reduction in the height or bulk of individual Buildings or other improvements that are permitted as part of the Project under the Approvals;

(c) limit, reduce or change the amounts of parking and loading spaces or location of vehicular access, parking or loading from that permitted under the Approvals, except as provided in the TDM Plan (defined in the Transportation Plan);

(d) limit any land uses for the Project from that permitted under the Approvals or the Existing Uses;

(e) except as provided in this Agreement, limit, control or delay in more than an insignificant manner the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Project, including the demolition of existing buildings at the Project Site, except as expressly set forth in this Agreement;

(f) require the issuance of permits or approvals by the City other than those required under the Existing Standards, except for (i) permits or approvals required on a City-Wide basis that relate to construction of improvements and do not prevent construction of the applicable aspects of the Project that would be subject to such permits or approvals as and when intended by this Agreement, and (ii) permits that replace (but don't expand the scope or purpose of) existing permits;

(g) materially limit the availability of public utilities, services or facilities, or any privileges or rights to public utilities, services, or facilities for the Project;

(h) impose any ordinance, resolution, or regulation that controls commercial or residential rents or purchase prices charged within the Project or on the Project Site, except as such imposition is expressly required by this Agreement;

(i) materially and adversely limit the processing or procuring of applications and approvals of Later Approvals that are consistent with Approvals;

(j) increase the percentage of required affordable or BMR Units, change the AMI percentage levels for the affordable housing pricing or income eligibility, change the requirements regarding unit size, finishes, or unit type, control or limit home owner association or common area dues or amenity charges, or increase the amount or change the configuration of required open space; or

(k) impose new or modified Impact Fees and Exactions other than as permitted under Section 5.7 (Fees and Exactions).

5.6.2 Developer shall have the right, from time to time and at any time, to file Subdivision Map applications (including phased final map applications and development-specific condominium map or plan applications) with respect to some or all of the Project Site, and shall subdivide, reconfigure, or merge parcels within the Project Site as required to complete the Project before starting construction of the Project. The specific boundaries of parcels shall be set by Developer and approved by the City during the subdivision process. Nothing in this Agreement shall authorize Developer to subdivide or use any of the Project Site for purposes of sale, lease, or financing in any manner that conflicts with the Subdivision Map Act or with the Subdivision Code. Nothing in this Agreement shall prevent the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps so long as such changes do not conflict with the provisions of Applicable Laws or with the Approvals.

5.6.3 Developer may elect to have a New City Law that conflicts with this Agreement applied to the Project or the Project Site (or in the case of a Transferee, to the portion of the Project site owned by the Transferee) by giving the City written notice of its election to have a New City Law applied, in which case such New City Law shall be deemed to be an Existing Standard as to the Project or portion of the Project Site, as applicable; provided, however, that if the application of the New City Law would be a Material Change to the City's obligations under this Agreement, the application of the New City Law will require the concurrence of any affected City Agencies.

Section 5.7 Impact Fees and Exactions.

5.7.1 Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in Section 5.7, and the City shall not impose any new Processing Fees or Impact Fees and Exactions on the development of the Project or impose new fees or exactions for the right to develop the Project (including required contributions of land, public amenities, or services) except as set forth in this Agreement. The Parties acknowledge that the provisions contained in Section 5.7 are intended to implement the intent of the Parties that Developer have the right to develop the Project pursuant to specified and known criteria and rules, and that the City receive the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties, and obligations, except as specifically provided in this Agreement.

5.7.2 Impact Fees and Exactions.

(a) During the Initial Term, as extended by a Litigation Extension (if any), (1) the only Impact Fees and Exactions that will apply to the Project will be the Impact Fees and Exactions listed on Exhibit U (the "**Applicable Impacts Fees and Exactions**"), and (2) the rates of the Applicable Impact Fees and Exactions as applied will be subject to annual escalation in accordance with the methodology currently provided in Planning Code Section 409 from the Effective Date to the date that the Applicable Impact Fee and Exaction is paid (the "**Annual Adjustment**").

(b) During the First Extended Term, Developer shall be subject to all increases in the rates of the Applicable Impact Fees and Exactions to the extent that such increases are applied City-Wide; provided, however, that any such increases shall be limited to the lesser of (i) a 10% increase from the applicable rate in place the immediately preceding year, and (ii) the rate otherwise generally applicable based on then current City standards.

(c) During the First Extended Term , Developer shall also be subject to any new Impact Fees and Exactions that apply to the Project so long as the new Impact Fee and Exaction is (i) generally applicable on a City-Wide Basis for similar land uses, and (ii) not redundant as to the Project of a fee, dedication, or requirement that is imposed under this Agreement; i.e. any fee, dedication, or requirement related to affordable housing, open space, transportation sustainability, child care, or sea-level rise.

(d) During the Second Extended Term, all Impact Fees and Exactions in effect at the time of assessment shall apply to any development on the Project Site.

5.7.3 Processing Fees. Developer shall pay all Processing Fees in effect, on a City-Wide basis, at the time that Developer applies for a Later Approval for which such Processing Fee is payable in connection with the applicable part of the Project.

Section 5.8 Changes in Federal or State Laws.

5.8.1 City's Exceptions. Notwithstanding any provision in this Agreement to the contrary, each City Agency having jurisdiction over the Project shall exercise its discretion under this Agreement in a manner that is consistent with the public health and safety and shall at all times retain its respective authority to take any action that is necessary to protect the physical health and safety of the public (the "**Public Health and Safety Exception**") or reasonably calculated and narrowly drawn to comply with applicable changes in Federal or State Law affecting the physical environment (the "**Federal or State Law Exception**"), including the authority to condition or deny a Later Approval or to adopt a new Law applicable to the Project so long as such condition or denial or new regulation (i)(a) is limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public, or (b) is required to comply with a Federal or State Law and in each case not for independent discretionary policy reasons that are inconsistent with the Approvals or this Agreement and (ii) is applicable on a City-Wide basis to the same or similarly situated uses and applied in an equitable and non-discriminatory manner. Developer retains the right to dispute any City reliance on the Public Health and Safety Exception or the Federal or State Law Exception. If the Parties are not able to reach agreement on such dispute following a reasonable meet and confer period, then Developer or City may seek judicial relief with respect to the matter.

5.8.2 Changes in Federal or State Laws. If Federal or State Laws issued, enacted, promulgated, adopted, passed, approved, made, implemented, amended, or interpreted after the Effective Date have gone into effect and (i) preclude or prevent compliance with one or more provisions of the Approvals or this Agreement, or (ii) materially and adversely affect Developer's or the City's rights, benefits, or obligations under this Agreement, then such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State Law. In such event, this Agreement shall be modified only to the extent necessary or required to comply with such Law, subject to the provisions of Section 5.8.4, as applicable.

5.8.3 Changes to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute. No amendment of or addition to the Development Agreement Statute that would affect the interpretation or enforceability of this Agreement or increase the obligations or diminish the development rights of Developer hereunder, or increase the obligations or diminish the benefits to the City hereunder shall be applicable to this Agreement unless such amendment or addition is specifically required by Law or is mandated by a court of competent jurisdiction. If such amendment or change is permissive rather than mandatory, this Agreement shall not be affected.

5.8.4 Effect on Agreement. If any of the modifications, amendments or additions described in Section 5.8 would materially and adversely affect the construction, development, use, operation, or occupancy of the Project as currently contemplated by the Approvals, or any material portion thereof, such that the Project, or the applicable portion thereof, becomes economically infeasible (a "**Law Adverse to Developer**"), then Developer shall notify the City and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. If any of the modifications, amendments or additions described in Section 5.8 would materially and adversely affect or limit the Community Benefits (a "**Law Adverse to the City**"), then the City shall notify Developer and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. Upon receipt of a notice under this Section 5.8.4, the Parties agree to meet and confer in good faith for a period of not less than sixty (60) days in an attempt to resolve the issue. If the Parties cannot resolve the issue in sixty (60) days or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. If the Parties remain unable to resolve the issue following such mediation, then either party shall have the right to seek available remedies at law or in equity to maintain the benefit of the bargain or alternatively to seek termination of this Agreement if the benefit of the bargain cannot be maintained in light of the Law Adverse to Developer or Law Adverse to the City.

Section 5.9 No Action to Impede Approvals. Except and only as required under Section 5.8, the City shall take no action under this Agreement nor impose any condition on the Project that would conflict with this Agreement or the Approvals. An action taken or condition imposed shall be deemed to be in conflict with this Agreement or the Approvals if such actions or conditions result in the occurrence of one or more of the circumstances identified in Section 5.6.1.

Section 5.10 Estoppel Certificates. Developer may, at any time, and from time to time, deliver notice to the Planning Director requesting that the Planning Director certify to Developer, a potential Transferee, or a potential lender to Developer, in writing that to the best of the Planning Director's knowledge: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, and if so amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information; (iii) Developer is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe therein the nature and amount of any such Defaults; and (iv) the findings of the City with respect to the most recent annual review performed pursuant to Section 8.1 (Annual Review). The Planning Director, acting on behalf of the City, shall execute and return such certificate within forty-five (45) days following receipt of the request.

Section 5.11 Existing, Continuing Uses and Interim Uses. The Parties acknowledge that the Existing Uses are lawfully authorized uses and may continue as such uses may be modified by the Project, provided that any modification thereof not a component of or contemplated by the Project is subject to Planning Code Section 178 and the applicable provisions of Article 5 (Vesting and City Obligations). Developer may install interim or temporary uses on the Project Site, which uses must be consistent with those uses allowed under the Project's zoning and the Project SUD.

Section 5.12 Costa-Hawkins Rental Housing Act.

5.12.1 Non-Applicability of Costa-Hawkins Act to BMR Units. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Rental Housing Act, California Civil Code sections 1954.50 et seq. (the "**Costa-Hawkins Act**") and San Francisco Administrative Code section 37.2(r)(5) provide for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit that meets the definition of new construction, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (section 1954.52(b)). Based upon the language of the Costa-Hawkins Act and the terms of this Agreement, the Parties agree that the Costa-Hawkins Act and section 37.2(r)(5) do not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. This Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because this Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). The City and Developer would not be willing to enter into this Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code section 1954.52(b) for the reasons set forth in Section 5.12.

5.12.2 General Waiver Regarding BMR Units. Developer, on behalf of itself and all of its successors and assigns of all or any portion of the Project Site, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of this Agreement related to the establishment of the BMR Units under the Costa-Hawkins Act or section 37.2(r)(5) (as they may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under Law, the Parties acknowledge that they are important elements of the consideration for this Agreement and the Parties should not have the benefits of this Agreement without the burdens of this Agreement. Accordingly, if Developer challenges the application of this covenant and waiver, then such breach will be an Event of Default and City shall have the right to terminate this Agreement as to the portion of the Project under the ownership or control of Developer.

5.12.3 Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of Section 5.12 in any and all assignment and assumption agreements, and any and all recorded restrictions, for any portion of the Project Site that includes or will include BMR Units.

Section 5.13 Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute or initiate proceedings for any new or increased special tax or special assessment for a land-secured financing district (excluding the Project Special Taxes under the CFD Act contemplated by this Agreement and excluding business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site unless the new district is City-Wide, or Developer gives its prior written

consent to or requests such proceedings, (ii) Developer and the City shall not take any other action that is inconsistent with the Financing Plan without the other Party's consent, and (ii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted solely at all or any part of the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any portion thereof, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

ARTICLE 6
NO DEVELOPMENT OBLIGATION

Section 6.1 No Development Obligation. There is no requirement that Developer initiate or complete development of the Project, subject to the requirement to provide the Associated Community Benefits (including the Public Improvements and the Privately-Owned Community Improvements) in accordance with this Agreement if Developer elects to Commence Construction and pursue to Completion a particular Development Phase as provided in the Phasing Plan and the Housing Plan. There is also no requirement that development be initiated or completed within any period of time or in any particular order, subject to the requirements relating to the Associated Community Benefits. The development of the Project is subject to numerous factors that are not within the control of Developer or the City, such as availability of financing, interest rates, access to capital, and similar factors. Except as expressly required by this Agreement, the City acknowledges that Developer may develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment. In *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), the California Supreme Court ruled that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development and controlling the parties' agreement. It is the intent of the Parties to avoid such a result by acknowledging and providing for the timing of development of the Project in the manner set forth herein. Accordingly, the Parties agree that except for the construction phasing required by Section 3.2, the Plan Documents (including deadlines for the completion of Associated Community Benefits), the Phasing Plan, the Housing Plan, the Mitigation Measures, and any express construction dates set forth in a Later Approval, (i) Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment, and (ii) that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement, and that without such a right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute, Chapter 56 and this Agreement. Notwithstanding the above, the City retains authority to reject any Developer request for temporary or interim Public Improvement or deferral of the construction of the permanent Public Improvement, and can require permanent Public Improvements with each Development Phase.

Section 6.2 Real Estate Transfers. Upon Developer's request, the City will vacate the streets shown on Exhibit V and transfer fee title to such streets to Developer upon satisfaction of all conditions for vacation and transfer, including Board of Supervisor approval of the vacation as required under the Subdivision Code and any City's receipt of any payments due under Section 6.3. In connection with the Trust Exchange, Developer shall transfer certain real

property to the City as generally shown on Exhibit W. The City shall also have the right to accept from Developer temporary or permanent easements, as needed, in a form approved by the applicable City Agency and the City Attorney, for utility lines to be owned by the City. In addition, upon completion of the Public Infrastructure on Developer-owned property that will be owned, maintained, and operated by the City, Developer shall transfer fee title to the underlying real property to the City when required under the applicable Public Improvement Agreement. Developer shall prepare all maps and legal descriptions as required to effectuate the proposed real estate transfers subject to the approval of the Director of Property (and, where applicable, the Public Works Director), which will not be unreasonably withheld. Following satisfaction of all conditions to closing, including the vacation and abandonment of any public rights and the relocation of any utilities in such real property, the City shall convey any real property to Developer, by quitclaim deed in the form attached as Exhibit X and Developer shall convey any real property to the City by grant deed in the form attached as Exhibit Y. Developer shall accept any City property strictly in its "as is" condition, without representation or warranty, and releases the City from any liability relating to the condition of the Property. Each Party shall have the right to perform physical, title, and other customary due diligence before accepting title to exchanged land, and shall have the right to object to the condition of the property, including the environmental condition, in its sole discretion. It shall be a condition precedent to the City's acceptance of any real property that the City obtain title insurance, at Developer's sole cost, in form and from an issuer reasonably acceptable to City in the amount of the fair market value of the land. Developer shall have the right, but not the obligation, to obtain title insurance for the real property that it accepts at Developer's sole cost. If the accepting Party objects to the condition of the real property, including any title exceptions, then the Parties shall meet and confer for a period of thirty (30) days, or such longer period as may be agreed to by the Parties, to try to reach a reasonable resolution. It is the Parties' intent that Developer shall pay all reasonable costs of remedying any objectionable property condition. If the Parties are not able to reach resolution, then neither Party shall be required to complete the real property transfer.

Section 6.3 Potential Payments for Real Property; Indemnification. If any real property exchange under this Agreement results in a net loss of acreage for the City (not including any submerged lands), then Developer shall pay to the City the fair market value of the real property loss at the time of transfer based on the then-current use of the property so transferred, as determined by appraisal and approved by City's Director of Property. The City shall not be required to pay for any net gain in real property; provided, however, such gain can be applied against future real property transfers for purposes of determining whether there has been a net loss as described above; provided, further, that any such gain shall be considered an Associated Community Benefit. Notwithstanding any such credit against future transfers, the City will not be required to reimburse any payments made for real property in connection with a previous transfer. Developer shall Indemnify the City against any and all Losses relating to real property conveyed by Developer to City under this Agreement, including but not limited to any Loss relating to the presence of hazardous materials in or on the real property at the time of transfer to the City.

Section 6.4 Street Vacations. The Parties acknowledge that all applicable City agencies having jurisdiction have reviewed and approved the proposed street vacation actions as shown on Exhibit V. As a result, the City hereby waives any requirement that the proposed

street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC).

Section 6.5 Public Trust. To effectuate the planned reconfiguration of lands within the Project Site that are or may be held subject to the public trust for commerce, navigation, and fishery (the "**Public Trust**"), the City, acting through the Port, RPD, and the Director of Real Estate, and Developer agree to enter into a separate title settlement, public trust exchange and boundary line agreement with the California State Lands Commission ("**State Lands**") substantially in the form attached as Exhibit P (the "**Public Trust Exchange Agreement**"). The Public Trust Exchange Agreement provides that the Public Trust exchange as described therein (the "**Public Trust Exchange**") shall occur in one or two phases upon the satisfaction of certain conditions. A map showing the areas that will be removed from the Public Trust and the areas that will become subject to the Public Trust as part of the Public Trust Exchange is attached to the Public Trust Exchange Agreement. The City cannot transfer to Developer any lands that are (or may be) presently subject to the Public Trust until the Public Trust is removed from the land under the Exchange Agreement. The City and Developer shall each use reasonable efforts to satisfy the conditions and diligently and timely complete the Public Trust Exchange under the Public Trust Exchange Agreement to achieve a configuration of Public Trust and non-Public Trust lands substantially similar to that set forth in the Public Trust Exchange Agreement as and when needed to enable Developer to develop the Project, provided before closing (i) each Party shall have approved the condition of title and the condition of the real property as set forth in Section 6.2, (ii) the Port and RPD shall have entered into an MOU that defines the roles and responsibilities of each with respect to the lands subject to the Public Trust, and (iii) Developer shall have obtained its first Development Phase Approval. Developer shall initiate and complete, at no cost to the City, all mapping and legal descriptions and take such additional actions as may be needed to effectuate the Public Trust Exchange. At the Trust Exchange closing, the City shall record an open space covenant in the form of Exhibit Z to ensure RPD operation and management for park and open space uses of those portions of the India Basin Open Space and Big Green to be exchanged into the Public Trust and placed under Port jurisdiction for public trust purposes. The Parties acknowledge that, in accordance with the Public Trust Exchange Agreement, the governing body of State Lands (the State Lands Commission) must approve the Public Trust Exchange Agreement and certain conditions required by the Exchange Act must be satisfied before closing. Neither Developer nor the City shall engage in any activities that would be reasonably expected to jeopardize the parties' ability to satisfy the conditions for closing as set forth in the Exchange Act or the Public Trust Exchange Agreement. The City shall not be required to complete the Public Trust Exchange if Developer is in Default, or has not completed all mapping, surveys, and legal descriptions necessary, or has not paid or committed to pay all costs required to effectuate the closing. Promptly following the Public Trust Exchange, Developer and City will enter into a permit to enter in the form of Exhibit BB for the real property that will become the Big Green in order to provide Developer use of this site for construction staging and completion of the Big Green, and to require Developer maintenance of this real property until the Big Green is Completed.

Section 6.6 Reserved Easements. In connection with the Public Trust Exchange, Developer will reserve certain easements for stormwater improvements and outfalls over portions of the Big Green and India Basin Open Space as generally shown on Exhibit DD (collectively, the "**Stormwater Easements**"). City will reasonably cooperate with Developer

with the documentation and conveyance of such easements to insure that the Stormwater Easements are in place before the Public Trust is placed on the applicable real property.

ARTICLE 7
MUTUAL OBLIGATIONS

Section 7.1 Notice of Completion, Revocation or Termination. Within thirty (30) days after any early revocation or termination of this Agreement (as to all or any part of the Project Site), the Parties agree to execute a written statement acknowledging such revocation or termination, signed by the appropriate agents of the City and Developer, and record such instrument in the Official Records. In addition, within thirty (30) days after Developer's request, when one or more Development Phases and all of the Associated Community Benefits and Infrastructure tied to those Development Phases have been completed, the City and Developer shall execute and record a notice of completion in the form attached as Exhibit AA for the applicable property.

Section 7.2 General Cooperation; Agreement to Cooperate. The Parties agree to cooperate with one another to expeditiously implement the Project in accordance with the Approvals, any Later Approvals and this Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of this Agreement, the Approvals and any Later Approvals are implemented. Except for ordinary administrative costs of the City, nothing in this Agreement obligates the City to spend any sums of money or incur any costs other than City Costs or costs that Developer reimburses through the payment of Processing Fees.

7.2.1 Specific Actions by the City. The City actions and proceedings subject to this Agreement shall be through the Planning Department, and/or the affected City Agencies (and when required by applicable Law, the Board of Supervisors), and shall include instituting and completing proceedings for temporary or permanent closing or occupancy, widening, modifying or changing the grades of streets and other necessary modifications of the streets, the street layout, and other public or private rights-of-way, including streetscape improvements, encroachment permits, improvement permits, and any requirement to abandon, remove, and relocate public utilities (and, when applicable, City utilities) as identified in the Approvals and Later Approvals.

7.2.2 Role of Planning Department and RPD. The Parties agree that the Planning Department will act as the City's lead agency to facilitate coordinated City review of applications for Later Approvals relating to development of the Project on the Developer Property, and RPD will act as the City's lead agency to facilitate coordinated City review of applications for Later Approvals relating to development of the Project on the India Basin Open Space and Big Green. As such, Planning Department and RPD staff will, as applicable: (i) work with Developer to ensure that all such applications are technically sufficient and constitute complete applications and (ii) interface with City Agency staff responsible for reviewing any application under this Agreement to ensure that City Agency review of such applications are concurrent and that the approval process is efficient and orderly and avoids redundancies. Public Works shall be the City's lead agency for all actions subject to the Subdivision Map Act.

7.2.3 City Agencies.

(a) Review of Applications. Developer will submit each application for Later Approvals, including Design Review Applications and applications for the design and construction of Public Improvements (including Parks and Open Spaces) and Mitigation Measures, to the applicable City Agencies. Each City Agency, including the Port, RPD, PUC, SFMTA, SFFD, Public Works, and MOHCD, will process expeditiously and with due diligence all submissions, applications and requests by Developer for Later Approvals, including all permits, approvals, agreements, plans, and other actions that are necessary to implement the Project. Each City Agency will review submittals made to it for consistency with this Agreement, and will use good faith efforts to coordinate with any other applicable City Agency to determine completeness within thirty (30) days and to provide comments and make recommendations to Developer within sixty (60) days of the City Agency's receipt of the complete application. If the City Agency disapproves an application and Developer subsequently resubmits, the City Agency, will have an additional 30 days for review from receipt of the resubmittal (which period will include consultation with other City Agencies to the extent requested by the City Agency). This procedure will continue until the City Agency approves the amended application. Without limiting the foregoing, City agrees to use good faith efforts to process all Tentative Subdivision Map applications in accordance with the time limits set forth in the Executive Directive 17-02 dated September 27, 2017.

(b) Review Standards. In considering any application, the City Agencies (i) will not impose requirements or conditions that are inconsistent with this Agreement, or impose new conditions that conflict with the Development Agreement, including any Plan Document or Approval, and (ii) will not disapprove the application or require any revisions to any application based on items that conform to and are consistent with this Agreement, including the Infrastructure Design Exceptions Memo. Any City Agency denial of an application shall include a statement of the reasons for such denial. Developer will work collaboratively with the City Agencies to ensure that such application is discussed as early in the review process as possible and that Developer and the City Agencies act in concert with respect to these matters.

Section 7.3 Third Party Challenges. In the event of any Third-Party Challenge, the Parties shall cooperate in defending against such challenge. The City shall promptly notify Developer of any Third-Party Challenge instituted against the City. Developer shall assist and cooperate with the City at Developer's own expense in connection with any Third-Party Challenge. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of the Third-Party Challenge, at the City Attorney's sole discretion. Developer shall reimburse the City for its actual costs incurred in defense of the action or proceeding, including but not limited to the time and expenses of the City Attorney's Office (at the non-discounted rates then charged by the City Attorney's Office) and any consultants; *provided, however*, (i) Developer shall have the right to receive monthly invoices for all such costs, and (ii) Developer may elect to terminate this Agreement, and the Parties will thereafter seek to have the Third-Party Challenge dismissed. Developer shall have no obligation to reimburse any City costs incurred after the date of dismissal. The filing of any Third Party Challenge shall not delay or stop the development, processing, or construction of the Project or

the issuance of Later Approvals unless the third party obtains a court order preventing the activity.

Section 7.4 Good Faith and Fair Dealing. The Parties shall cooperate with each other and act in good faith in complying with the provisions of this Agreement and implementing the Approvals and any Later Approvals. In their course of performance under this Agreement, the Parties shall cooperate and shall undertake such actions as may be reasonably necessary to implement the Project as contemplated by this Agreement, including such actions as may be necessary to satisfy or effectuate any applicable conditions precedent to the performance of the Community Benefits.

Section 7.5 Permits to Enter City Property. Subject to the rights of any third party, the rights of the public and the City's reasonable agreement on the scope of the proposed work and insurance and security requirements, RPD or the Director of Property, as applicable, shall grant permits to enter City-owned property under their respective jurisdiction, including the Big Green, in the form attached as Exhibit BB, including, without limitation, provisions regarding release, waivers, and indemnification in keeping with the City's standard practices, so long as the same is consistent with Applicable Law, and otherwise on commercially reasonable terms, in order to permit Developer to enter City-owned property as necessary to construct the Project or comply with or implement the Approvals or other requirements in this Agreement.

Section 7.6 Other Necessary Acts. Each Party shall use good faith efforts to take such further actions as may be reasonably necessary to carry out this Agreement, the Approvals and any Later Approvals, in accordance with the terms of this Agreement (and subject to all applicable Laws) in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder.

ARTICLE 8
PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

Section 8.1 Annual Review. Pursuant to Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code (as of the Effective Date), at the beginning of the second week of each January following final adoption of this Agreement and for so long as the Agreement is in effect (the "**Annual Review Date**"), the Planning Director shall commence a review to ascertain whether Developer has, in good faith, complied with the Agreement. The failure to commence such review in January shall not waive the Planning Director's right to do so later in the calendar year. The Planning Director may elect to forego an annual review if no significant construction work occurred on the Project Site during that year, or if such review is otherwise not deemed necessary.

Section 8.2 Review Procedure. In conducting the required initial and annual reviews of Developer's compliance with this Agreement, the Planning Director shall follow the process set forth in this Section 8.2.

8.2.1 Required Information from Developer. Within sixty (60) days following request by the Planning Director, Developer shall provide a letter to the Planning Director explaining, with appropriate backup documentation, Developer's compliance with this

Agreement for the preceding calendar year, including, but not limited to, compliance with the requirements regarding Community Benefits. The burden of proof, by substantial evidence, of compliance is upon Developer. The Planning Director shall post a copy of Developer's submittals on the Planning Department's website.

8.2.2 City Report. Within forty (40) days after Developer submits such letter, the Planning Director shall review the information submitted by Developer and all other available evidence regarding Developer's compliance with this Agreement, and shall consult with applicable City Agencies as appropriate. All such available evidence, including final staff reports, shall, upon receipt by the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether Developer has complied with the terms of this Agreement (the "**City Report**"), and post the City Report on the Planning Department's website. If the Planning Director finds on the basis of substantial evidence that the Developer has not complied in good faith with the terms and conditions of this Agreement, then the City may pursue available rights and remedies in accordance with this Agreement and Chapter 56. The City's failure to initiate or to timely complete the annual review shall not be a Default and shall not be deemed to be a waiver of the right to do so at a later date. All costs incurred by the City under Section 8.2 shall be included in the City Costs.

8.2.3 Effect on Transferees. If Developer has effected a Transfer so that its interest in the Project Site has been divided between Developer and Transferees or between or among Transferees, then the annual review hereunder shall be conducted separately with respect to Developer and each Transferee, but there can be no more than one master Developer/Transferee for each Development Phase. If portions of the Project Site are divided within a Development Phase to more than one Developer, then the Developers within the Development Phase shall jointly submit the materials required by this Article 8 and the City review process will proceed as one for the whole Development Phase. Notwithstanding the foregoing, the Planning Commission and Board of Supervisors shall make its determinations and take its action separately with respect to each Developer and each Transferee, as applicable, pursuant to Administrative Code Chapter 56. If the Board of Supervisors terminates, modifies, or takes such other actions as may be specified in Administrative Code Chapter 56 and this Agreement in connection with a determination that an individual Developer or a Transferee has not complied with the terms and conditions of this Agreement, such action by the Planning Director, Planning Commission, or Board of Supervisors shall be effective only as to the Party (and its Affiliates) as to whom the determination is made and the portions of the Project Site in which such Party (and its Affiliates) has an interest. In other words, even when the review process is bundled for multiple Developers/Transferees in a Development Phase, any action determination of noncompliance or default will be made only against the defaulting Party (and its Affiliates).

8.2.4 Default. The rights and powers of the City under Section 8.2 are in addition to, and shall not limit, the rights of the City to terminate or take other action under this Agreement on account of the commission by Developer of a Default.

ARTICLE 9
ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

Section 9.1 Enforcement. As of the date of this Agreement, the only Parties to this Agreement are the City and Developer. Except as expressly set forth in this Agreement (for successors, Transferees and Mortgagees), this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

Section 9.2 Meet and Confer Process; Non-Binding Arbitration. Before sending a notice of default in accordance with Section 9.3, the Party which may assert that the other Party has failed to perform or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than ten (10) business days, to respond to or cure such alleged failure. If the Parties cannot resolve the issue in ten (10) days or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. The meet and confer and non-binding arbitration process shall not be required (i) for any failure to pay amounts due and owing under this Agreement or (ii) if a delay in sending a notice pursuant to Section 9.3 would impair, prejudice, or otherwise adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request that such meeting and conference occur within three (3) business days following the request and if, despite the good faith efforts of the requesting Party, such meeting has not occurred within seven (7) business days of such request, then such Party shall be deemed to have satisfied the requirements of this Section 9.2 and may proceed in accordance with the issuance of a notice of default under Section 9.3

Section 9.3 Default. The following shall constitute a "**Default**" under this Agreement: (i) the failure to make any payment within sixty (60) days following notice that such payment was not made when due and demand for compliance; and (ii) the failure to perform or fulfill any other material term, provision, obligation, or covenant of this Agreement and the continuation of such failure for a period of sixty (60) days following notice and demand for compliance. Notwithstanding the foregoing, if a failure can be cured but the cure cannot reasonably be completed within sixty (60) days, then it shall not be considered a Default if a cure is commenced within said 60-day period and diligently prosecuted to completion thereafter. Any notice of default given by a Party shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured (if at all). Notwithstanding any other provision in this Agreement to the contrary, if Developer conveys or transfers some but not all of the Project or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore there is more than one Party that assumes obligations of "Developer" under this Agreement, there shall be no cross-default between the separate Parties that assumed Developer obligations. Accordingly, if a Transferee Defaults, it shall not be a Default by any other Transferee or Party that owns a different portion of the Project Site; provided, a Developer may be impacted by another Developer's Default based on City's right to withhold certificates of occupancy and Later Approvals as set forth in Section 9.4.4. For purposes of this Article 9, a Party shall include all of its Affiliates who have an ownership interest in a portion of the Project Sites, and therefore any termination or other remedy against that Party may include the same remedy against all such Affiliates.

Section 9.4 Remedies.

9.4.1 Specific Performance. Subject to, and as limited by, the provisions of Sections 9.4.3, 9.4.4, and 9.5, in the event of a Default, the remedies available to a Party shall include specific performance of this Agreement in addition to any other remedy available at law or in equity.

9.4.2 Termination. Subject to the limitation set forth in Section 9.4.4, in the event of a Default, and following a public hearing at the Board of Supervisors regarding such Event of Default and proposed termination, the non-defaulting Party may elect to terminate this Agreement by sending a notice of termination to the other Party, which notice of termination shall state the Default. Any such termination shall be effective upon the date set forth in the notice of termination, which shall in no event be earlier than ninety (90) days following delivery of the notice. Consistent with Sections 9.3 and 12.3, there are no cross-defaults under this Agreement, and therefore if there is more than one "Developer" (as it relates to different parts of the Project Site), then any termination of this Agreement for Default will be limited to the Developer that sent or received the termination notice together with its Affiliates; provided, the foregoing will not limit the City's right to withhold certificates of occupancy or Later Approvals to non-defaulting Developer (i) Project-wide when the Interim Requirements for affordable housing are not met by an Interim Measurement Date as set forth in the Housing Plan, or (ii) within the same Development Phase when the Parks and Open Spaces are not Completed when required under Section 3 of the Phasing Plan with regard to each applicable Development Phase, subject to all cure rights under this Agreement, the Housing Plan, and the Phasing Plan. The Party receiving the notice of termination may take legal action available at law or in equity if it believes the other Party's decision to terminate was not legally supportable.

9.4.3 Limited Damages. The Parties have determined that except as set forth in this Section 9.4.3, (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a Default hereunder, and (iii) equitable remedies and remedies at law, not including damages but including specific performance and termination, are particularly appropriate remedies for enforcement of this Agreement. Consequently, Developer agrees that the City shall not be liable to Developer for damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: (1) either Party shall have the right to recover actual damages only (and not consequential, punitive, or special damages, each of which is hereby expressly waived) for a Party's failure to pay sums to the other Party as and when due under this Agreement, but subject to any express conditions for such payment set forth in this Agreement, (2) the City shall have the right to recover actual damages for Developer's failure to make any payment due under any indemnity in this Agreement, (3) to the extent a court of competent jurisdiction determines that specific performance is not an available remedy with respect to an unperformed Associated Community Benefit, the City shall have the right to monetary damages equal to the costs that the City incurs or will incur to complete the Associated Community Benefit as determined by the court less any amounts actually collected by the City in exercising rights to security held by the City, (4) either Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 9.6, and (5) the City shall have the right to

administrative penalties or liquidated damages if and only to the extent expressly stated in an Exhibit to this Agreement or in the applicable portion of the San Francisco Municipal Code incorporated into this Agreement. For purposes of the foregoing, "**actual damages**" means the actual amount of the sum due and owing under this Agreement, with interest as provided by Law, together with such judgment collection activities as may be ordered by the judgment, and no additional sums.

9.4.4 City Processing/Certificates of Occupancy. The City shall not be required to process any requests for approval or take other actions under this Agreement during any period in which payments due the City from Developer are past due; provided, however, if Developer has conveyed or transferred some but not all of the Project or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore, there is more than one party that assumes obligations of "Developer" under this Agreement, then the City shall continue to process requests and take other actions as to the other portions of the Project so long as the applicable Developer as to those portions is current on payments due the City. The City shall have the right to withhold certificates of occupancy for a Building or to withhold issuance of Later Approvals (i) Project-wide if the Interim Requirements for affordable housing are not met by an Interim Measurement Date as set forth in the Housing Plan, or (ii) within a Development Phase if the Parks and Open Spaces are not Completed when required under Section 3 of the Phasing Plan with regard to that Development Phase, subject to all cure rights under this Agreement, the Housing Plan, and the Phasing Plan. Nothing in the foregoing limits City's rights and remedies under this Agreement for Default if Developer fails to initiate a cure and diligently prosecute such cure to completion.

Section 9.5 Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any condition or failure of performance, including a Default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other condition, action, or inaction or cover any other period of time other than any condition, action, or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action, or inaction, and the performance of the same or any other term or provision contained in this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

Section 9.6 Attorneys' Fees. Should legal action be brought by either Party against the other for a Default under this Agreement or to enforce any provision herein, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs. For purposes of this Agreement, "**reasonable attorneys' fees and costs**" means the reasonable fees and expenses of counsel to the Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants, and fees billed for law clerks, paralegals, librarians, and others not admitted to the bar but performing services under the supervision of an

attorney. The term "**reasonable attorneys' fees and costs**" shall also include, without limitation, all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Agreement, the reasonable fees of attorneys of City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the Law for which the City Attorney's Office's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

ARTICLE 10
FINANCING; RIGHTS OF MORTGAGEES

Section 10.1 Developer's Right to Mortgage. Nothing in this Agreement limits the right of Developer to mortgage or otherwise encumber all or any portion of the Project Site for the benefit of any Mortgagee as security for one or more loans. Developer represents that the only Mortgage on the Project Site is for the benefit of Encinal Partners II, LLC, a Nevada limited liability company.

Section 10.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement (except as set forth in this Section 10.2 and Section 10.5), a Mortgagee, including any Mortgagee who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, or conveyance or other action in lieu thereof, or other remedial action, shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or any part thereof or to guarantee such construction or completion. The foregoing provisions shall not be applicable to any party who, after a foreclosure, conveyance or other action in lieu thereof, or other remedial action, obtains title to some or all of the Project Site from or through the Mortgagee, or any other purchaser at a foreclosure sale other than the Mortgagee itself, on which certain Associated Community Benefits must be completed as set forth in Section 4.1. Nothing in this Section 10.2 or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any Mortgagee or any other person or entity to devote the Project Site or any part thereof to any uses other than uses consistent with this Agreement and the Approvals, nothing in this Section 10.2 shall be deemed to give any Mortgagee or any other person or entity the right to construct any improvements under this Agreement (other than as set forth above for required Community Benefits or as needed to complete improvements that have already begun) unless or until such person or entity assumes Developer's obligations under this Agreement.

Section 10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each Mortgagee having a Mortgage on the real property which is the subject of the breach or default who has previously made a written request to the City therefor, at the last address of such Mortgagee specified by such Mortgagee in such notice. In addition, if such breach or default remains uncured for the period permitted with respect thereto under this Agreement, the City shall deliver a notice of such failure to cure such breach or default to each such Mortgagee at such applicable address. A delay or failure by the

City to provide such notice required by this Section 10.3 shall extend for the number of days until notice is given, the time allowed to the Mortgagee for cure. In accordance with Section 2924b of the California Civil Code, the City requests that a copy of any notice of default and a copy of any notice of sale under any Mortgage be mailed to the City at the address for notices under this Agreement. Any Mortgagee relying on the protections set forth in this Article 10 shall send to the City a copy of any notice of default and notice of sale.

Section 10.4 Mortgagee's Option to Cure Defaults. After receiving any notice of failure to cure referred to in Section 10.3, each Mortgagee shall have the right, at its option, to commence within the same period as the Developer to remedy or cause to be remedied any Default, plus an additional period of: (a) ninety (90) days to cure a monetary Default; and (b) one hundred eighty (180) days to commence to cure a non-monetary event of default which is susceptible of cure by the Mortgagee without obtaining title to the applicable property and thereafter diligently pursue to completion. If an event of default is not cured within the applicable cure period, the City nonetheless shall refrain from exercising any of its remedies with respect to the event of default if, within the Mortgagee's applicable cure period: (i) the Mortgagee notifies the City that it intends to proceed with due diligence to foreclose the Mortgage or otherwise obtain title to the subject property; and (ii) the Mortgagee commences foreclosure proceedings within sixty (60) days after giving such notice, and thereafter diligently pursues such foreclosure to completion; and (iii) after obtaining title, the Mortgagee diligently proceeds to cure those events of default: (A) which are required to be cured by the Mortgagee and are susceptible of cure by the Mortgagee, and (B) of which the Mortgagee has been given notice by the City. Any such Mortgagee or Transferee of a Mortgagee who shall properly complete the improvements relating to the Project Site or applicable part thereof shall be entitled, upon written request made to the Agency, to a Certificate of Completion.

Section 10.5 Mortgagee's Obligations with Respect to the Property. Notwithstanding anything to the contrary in this Agreement, no Mortgagee shall have any obligations or other liabilities under this Agreement unless and until it acquires title by any method to all or some portion of the Project Site (referred to hereafter as "**Foreclosed Property**"). A Mortgagee that, by foreclosure under a Mortgage, acquires title to any Foreclosed Property shall take title subject to all of the terms and conditions of this Agreement, to the extent applicable to the Foreclosed Property, including any claims for payment or performance of obligations which are due as a condition to enjoying the benefits of this Agreement and shall have all of the rights and obligations of Developer under this Agreement as to the applicable Foreclosed Property, including completion of the Associated Community Benefits if and to the extent required under Section 4.1. Upon the occurrence and continuation of an uncured default by a Mortgagee or Transferee in the performance of any of the obligations to be performed by such Mortgagee or Transferee pursuant to this Agreement, the City shall be afforded all its remedies for such uncured default as provided in this Agreement.

Section 10.6 No Impairment of Mortgage. No default by Developer under this Agreement shall invalidate or defeat the lien of any Mortgagee. No foreclosure of any Mortgage or other lien shall defeat, diminish, render invalid or unenforceable or otherwise impair Developer's rights or obligations under this Agreement or constitute a default under this Agreement.

Section 10.7 Cured Defaults. Upon the curing of any event of default by any Mortgagee within the time provided in this Article 10 the City's right to pursue any remedies with respect to the cured event of default shall terminate.

ARTICLE 11
AMENDMENT; TERMINATION; EXTENSION OF TERM

Section 11.1 Amendment or Termination. This Agreement may only be amended with the mutual written consent of the City and Developer; provided that following a Transfer, the City and Developer, or any Transferee, may amend this Agreement as it affects Developer or the Transferee and the portion of the Project Site owned by Developer or the Transferee without affecting other portions of the Project Site or other Transferees. Other than upon the expiration of the Term and except as provided in Sections 2.2, 9.4.2, and 11.2, this Agreement may only be terminated with the mutual written consent of the Parties. Any amendment to this Agreement that does not constitute a Material Change may be agreed to by the Planning Director (and, to the extent it affects any rights or obligations of a City department, with the approval of that City Department). Any amendment that is a Material Change will require the approval of the Planning Director, the Planning Commission, and the Board of Supervisors (and, to the extent it affects any rights or obligations of a City department, after consultation with that City department). The determination of whether a proposed change constitutes a Material Change shall be made, on City's behalf, by the Planning Director following consultation with the City Attorney and any affected City Agency.

Section 11.2 Early Termination Rights. Developer shall, upon thirty (30) days prior notice to the City, have the right, in its sole and absolute discretion, to terminate this Agreement in its entirety at any time if Developer does not Commence Construction on any part of the Project Site by the date that is eight (8) years following the Effective Date, as extended by Litigation Delay.

Section 11.3 Termination and Vesting. Any termination under this Agreement shall concurrently effect a termination of the Approvals with respect to the terminated portion of the Project Site, except as to any Approval pertaining to a Building that has Commenced Construction in reliance thereon. In the event of any termination of this Agreement by Developer resulting from a Default by the City and except to the extent prevented by such City Default, Developer's obligation to complete the Associated Community Benefits shall continue as to the Building that has Commenced Construction and all relevant and applicable provisions of this Agreement shall be deemed to be in effect as such provisions are reasonably necessary in the construction, interpretation, or enforcement to this Agreement as to any such surviving obligations. The City's and Developer's rights and obligations under this Section 11.3 shall survive the termination of this Agreement.

Section 11.4 Amendment Exemptions. No issuance of a Later Approval, or amendment of an Approval or Later Approval, shall by itself require an amendment to this Agreement. And no change to the Project that is permitted under the Project SUD shall by itself require an amendment to this Agreement. Upon issuance or approval, any such matter shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in the amendment or Later Approval). Notwithstanding the foregoing, if

there is any direct conflict between the terms of this Agreement and a Later Approval, or between this Agreement and any amendment to an Approval or Later Approval, then the Parties shall concurrently amend this Agreement (subject to all necessary approvals in accordance with this Agreement) in order to ensure the terms of this Agreement are consistent with the proposed Later Approval or the proposed amendment to an Approval or Later Approval. The Planning Department, together with each affected City Agency, shall have the right to approve changes to the Project, including the Plan Documents, in keeping with its customary practices and the Project SUD, and any such changes shall not be deemed to conflict with or require an amendment to this Agreement or the Approvals so long as they do not constitute a Material Change. Any such change or update to the Plan Documents shall be maintained on file with the Planning Department. If the Parties fail to amend this Agreement as set forth above when required (*i.e.*, when there is a Material Change), however, then the terms of this Agreement shall prevail over any Later Approval or any amendment to an Approval or Later Approval that conflicts with this Agreement.

Section 11.5 Extension Due to Legal Action or Referendum. If any litigation is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this Agreement or any Approval (including but not limited to any CEQA determinations or any Later Approvals), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of this Agreement and all Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a "**Litigation Extension**"). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

ARTICLE 12
TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

Section 12.1 Permitted Transfer of this Agreement. At any time, Developer shall have the right to convey, assign, or transfer all of its right, title and interest in and to all or part of the Project Site (a "**Transfer**") without the City's consent, provided (a) that it also transfers to such party (the "**Transferee**") all of its interest, rights, or obligations under this Agreement with respect to such portion of the Project Site (the "**Transferred Property**"), and (b) there shall not be more than one Developer in an approved Development Phase that assumes responsibility for completion of the Public Improvements in that Development Phase (including the portions of the Parks and Open Spaces to be completed in that Development Phase but excluding the Transferable Infrastructure intended for completion with Vertical Improvements). Notwithstanding anything to the contrary in this Agreement, if Developer Transfers one or more parcels such that there are separate Developers within the Project Site, then the obligation to perform and complete the Associated Community Benefits for a Development Parcel shall be either (i) the sole responsibility of the applicable Transferee (*i.e.*, the person or entity that is the Developer for the legal parcel on which the Building is located) or (ii) the sole responsibility of the Developer, as set forth in a Development Phase Approval; provided, however, that (A) any ongoing obligations (such as open space operation and maintenance) may be transferred to a residential, commercial, or other management association ("**CMA**") on commercially reasonable terms so long as the CMA has the financial capacity and ability to perform the obligations so

transferred, and (B) each Developer must, on its own, satisfy the requirements of the Workforce Agreement as applied to its portion of the Project. Multiple Developers must coordinate on the housing data tables and maps as set forth in the Housing Plan and on the annual review process in Article 8.

Section 12.2 Notice of Transfer. Developer shall provide not less than ten (10) days' notice to the City before any proposed Transfer of its interests, rights, and obligations under this Agreement, together with a copy of the assignment and assumption agreement for that parcel (the "**Assignment and Assumption Agreement**"). The Assignment and Assumption Agreement shall be in recordable form, in substantially the form attached as Exhibit CC (including the indemnifications, the agreement and covenant not to challenge the enforceability of this Agreement, and not to sue the City for disputes between Developer and any Transferee) and any material changes to the attached form will be subject to the review and approval of the Director of Planning, not to be unreasonably withheld or delayed. The Director of Planning shall use good faith efforts to complete such review and grant or withhold approval within thirty (30) days after the Director of Planning's receipt of such material changes. Notwithstanding the foregoing, any Transfer of Community Benefit obligations to a CMA as set forth in Section 12.1 shall not require the transfer of land or any other real property interests to the CMA.

Section 12.3 Release of Liability. Upon recordation of any Assignment and Assumption Agreement (following the City's approval of any material changes thereto if required pursuant to Section 12.2), the assignor shall be released from any prospective liability or obligation under this Agreement related to the Transferred Property, except for obligations retained by the assignor as specified in the Assignment and Assumption Agreement, and the assignee/Transferee shall be deemed to be "Developer" under this Agreement with all rights and obligations related thereto with respect to the Transferred Property. Subject to the City's rights under Section 9.4.4, if a Transferee Defaults under this Agreement, such default shall not constitute a Default by Developer or any other Transferee with respect to any other portion of the Project Site and shall not entitle the City to terminate or modify this Agreement with respect to such other portion of the Project Site.

Section 12.4 Responsibility for Performance. The City is entitled to enforce each and every such obligation assumed by each Transferee directly against the Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert as a defense against the City's enforcement of performance of such obligation that such obligation (i) is attributable to Developer's breach of any duty or obligation to the Transferee arising out of the Transfer or the Assignment and Assumption Agreement or any other agreement or transaction between Developer and the Transferee, including any obligation retained by Developer to complete affordable housing or parks within the applicable Development Phase, or (ii) relates to the period before the Transfer. The foregoing notwithstanding, the Parties acknowledge and agree that a failure to complete a Mitigation Measure, affordable housing, or certain Parks and Open Spaces may, if not completed, delay or prevent a different party's ability to start or complete a specific Building or improvement under this Agreement if and to the extent the completion of the Mitigation Measure, the affordable housing, or the completion of the Parks and Open Spaces is a condition

to the other party's right to proceed, as specifically described in the Mitigation Measure, the Housing Plan and the Phasing Plan, and Developer and all Transferees assume this risk.

Section 12.5 Constructive Notice. Every person or entity who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project Site is, and shall be, constructively deemed to have consented to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site. Every person or entity who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project Site and undertakes any development activities at the Project Site, is, and shall be, constructively deemed to have consented and agreed to, and is obligated by all of the terms and conditions of this Agreement (as such terms and conditions apply to the Project Site or applicable portion thereof), whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site.

Section 12.6 Rights of Developer. The provisions in this Article 12 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements or licenses to facilitate development of the Project Site, (ii) encumbering the Project Site or any portion of the improvements thereon by any Mortgage, (iii) granting an occupancy leasehold interest in portions of the Project Site, (iv) entering into a joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, or (v) transferring all or a portion of the Project Site pursuant to a foreclosure, conveyance in lieu of foreclosure, or other remedial action in connection with a Mortgage.

ARTICLE 13
DEVELOPER REPRESENTATIONS AND WARRANTIES

Section 13.1 Interest of Developer; Due Organization and Standing. Developer represents that it is the fee owner of the Project Site, with the right and authority to enter into this Agreement. Developer is a California limited liability company, duly organized and validly existing and in good standing under the Laws of the State of California. Developer has all requisite power to own its property and authority to conduct its business as presently conducted. Developer represents and warrants that there is no Mortgage, existing lien or encumbrance recorded against the Project Site that, upon foreclosure or the exercise of remedies, would permit the beneficiary of the Mortgage, lien or encumbrance to eliminate or wipe out the obligations set forth in this Agreement that run with applicable land.

Section 13.2 No Inability to Perform; Valid Execution. Developer represents and warrants that it is not a party to any other agreement that would conflict with Developer's obligations under this Agreement and it has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement and the agreements contemplated hereby by Developer have been duly and validly authorized by all necessary action. This Agreement will be a legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with its terms.

Section 13.3 Conflict of Interest. Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter,

Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the California Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the Term.

Section 13.4 Notification of Limitations on Contributions. Through execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

Section 13.5 Other Documents. To the current actual knowledge of _____ and _____, no document furnished by Developer to the City with its application for this Agreement nor this Agreement contains any untrue statement of material fact or omits a material fact necessary to make the statements contained therein, or herein, not misleading under the circumstances under which any such statement shall have been made.

Section 13.6 No Bankruptcy. Developer represents and warrants to the City that Developer has neither filed nor is the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or Laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Developer's knowledge, no such filing is threatened.

ARTICLE 14
MISCELLANEOUS PROVISIONS

Section 14.1 Entire Agreement. This Agreement, including the preamble paragraph, Recitals and Exhibits, and the agreements between the Parties specifically referenced in this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein.

Section 14.2 Incorporation of Exhibits. Except for the Approvals, which are listed solely for the convenience of the Parties, each Exhibit to this Agreement is incorporated herein and made a part hereof as if set forth in full. Each reference to an Exhibit in this Agreement shall mean that Exhibit as it may be updated or amended from time to time in accordance with the terms of this Agreement.

Section 14.3 Binding Covenants; Run With the Land. Pursuant to Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and, subject to the provisions of this Agreement, including without limitation Article 12, their respective heirs, successors (by merger, consolidation, or otherwise), and assigns, and all persons or entities acquiring the Project Site, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise), and assigns. Subject to the provisions of this Agreement, including without limitation Article 12, all provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable Law, including but not limited to California Civil Code Section 1468.

Section 14.4 Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the Laws of the State of California. All rights and obligations of the Parties under this Agreement are to be performed in the City and County of San Francisco, and the City and County of San Francisco shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

Section 14.5 Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both the City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. Each reference in this Agreement to this Agreement or any of the Approvals shall be deemed to refer to this Agreement or the Approvals as amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. In the event of a conflict between the provisions of this Agreement and Chapter 56, the provisions of this Agreement will govern and control.

Section 14.6 Project Is a Private Undertaking; No Joint Venture or Partnership. The development proposed to be undertaken by Developer on the Project Site is a private development. The City has no interest in, responsibility for, or duty to third persons concerning any of the improvements. Developer shall exercise full dominion and control over the Project Site, subject only to the limitations and obligations of Developer contained in this Agreement. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between the City and Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by Developer hereunder. If there is more than one entity that comprises Developer, the obligations and liabilities under this Agreement imposed on each member or entity that comprises Developer shall be joint and several.

Section 14.7 Recordation. Pursuant to the Development Agreement Statute and Chapter 56, the Clerk of the Board of Supervisors shall have a copy of this Agreement recorded in the Official Records within ten (10) days after the Effective Date of this Agreement or any amendment thereto, with costs to be borne by Developer.

Section 14.8 Obligations Not Dischargeable in Bankruptcy. Developer's obligations under this Agreement are not dischargeable in bankruptcy.

Section 14.9 Survival. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect except for any provision which, by its express terms, survive the expiration or termination of this Agreement.

Section 14.10 Signature in Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

Section 14.11 Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Either Party to this Agreement may at any time, upon notice to the other Party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To City:

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

with a copy to:

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

To Developer:

_____
[insert address]

Section 14.12 Limitations on Actions. Pursuant to Section 56.19 of the Administrative Code, any decision of the Board of Supervisors made pursuant to Chapter 56 shall be final. Any court action or proceeding to attack, review, set aside, void, or annul any final decision or determination by the Board of Supervisors shall be commenced within ninety (90) days after such decision or determination is final and effective. Any court action or proceeding to attack, review, set aside, void or annul any final decision by (i) the Planning Director made pursuant to Administrative Code Section 56.15(d)(3) or (ii) the Planning Commission pursuant to Administrative Code Section 56.17(e) shall be commenced within ninety (90) days after said decision is final.

Section 14.13 Severability. Except as is otherwise specifically provided for in this Agreement with respect to any Laws which conflict with this Agreement, if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect unless enforcement of the remaining portions of this Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

Section 14.14 MacBride Principles. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 *et seq.* The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Developer acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

Section 14.15 Tropical Hardwood and Virgin Redwood. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

Section 14.16 Sunshine. Developer understands and agrees that under the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (California Government Code Section 250 *et seq.*), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. To the extent that Developer in good faith believes that any financial materials reasonably requested by the City constitutes a trade secret or confidential proprietary information protected from disclosure under the Sunshine Ordinance and other Laws, Developer shall mark any such materials as such. When a City official or employee receives a request for information that has been so marked or designated, the City may request further evidence or explanation from Developer. If the City determines that the information does not constitute a trade secret or proprietary information protected from disclosure, the City shall notify Developer of that conclusion and that the information will be released by a specified date in order to provide Developer an opportunity to obtain a court order prohibiting disclosure.

Section 14.17 Non-Liability of City Officials and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official, or agent of City or other City Parties shall be personally liable to Developer,

its successors and assigns, in the event of any Default by City, or for any amount which may become due to Developer, its successors and assigns, under this Agreement.

Section 14.18 Non-Liability of Developer Officers and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, officer, employee, official, partner, employee, or agent of Developer or any affiliate of Developer shall be personally liable to City, its successors and assigns, in the event of any Default by Developer, or for any amount which may become due to City, its successors and assign, under this Agreement.

Section 14.19 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
John Rahaim
Director of Planning

Approved on _____, 2018
Board of Supervisors Ordinance No. _____

Approved:

By: _____
Naomi Kelly, City Administrator

By: _____
Mohammed Nuru, Director of Public Works

DEVELOPER:

India Basin Investment LLC, a California limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan, Deputy City Attorney

EXHIBIT A

Developer Property Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

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

PARCEL ONE:

LOTS 4, 17, 21, 22, AND 23, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF EAST INDIA BASIN BUSINESS PARK, BEING A PORTION OF THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION AND A PORTION OF SALT MARSH AND TIDE LAND SURVEY, SAN FRANCISCO, STATE OF CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON MAY 4, 1988 IN BOOK "Y" OF MAPS AT PAGES 18 AND 19.

EXCEPTING THEREFROM THAT PORTION OF LOT 17 DESIGNATED AS PARCEL "C" AND THAT PORTION OF LOT 22 DESIGNATED AS PARCEL "D", AS SHOWN ON SAID MAP.

ASSESSOR'S PARCEL NOS.: LOT 100, BLOCK 4606; LOTS 5 AND 100, BLOCK 4630; LOTS 16, 18 (PORTION), 100 AND 101, BLOCK 4621; LOTS 1 AND 2 (PORTION), BLOCK 4620; LOT 25 (PORTION), BLOCK 4607

PARCEL TWO:

LOT 12 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF EAST INDIA BASIN BUSINESS PARK, BEING A PORTION OF THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION AND A PORTION OF SALT MARSH AND TIDE LAND SURVEY, SAN FRANCISCO, STATE OF CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON MAY 4, 1988 IN BOOK "Y" OF MAPS AT PAGES 18 AND 19.

ASSESSOR'S PARCEL NOS.: LOTS 9, 10 AND 10-A, BLOCK 4644

PARCEL THREE:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF HUDSON AVENUE, DISTANT THEREON 150 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF HUDSON AVENUE 200 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 200 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING LOTS 3 AND 4 AND A PORTION OF LOT 5, BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 10-C, BLOCK 4644

PARCEL FOUR:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF FITCH STREET WITH THE SOUTHWESTERLY LINE OF DAVIDSON AVENUE; RUNNING THENCE SOUTHEASTERLY AND ALONG SAID LINE OF DAVIDSON AVENUE 600 FEET TO THE NORTHWESTERLY LINE OF EARL STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY AND ALONG SAID NORTHWESTERLY LINE OF EARL STREET 200 FEET TO

THE NORTHEASTERLY LINE OF EVANS AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY AND ALONG SAID LINE OF EVANS AVENUE 600 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY AND ALONG SAID SOUTHEASTERLY LINE OF FITCH STREET 200 FEET TO SAID SOUTHWESTERLY LINE OF DAVIDSON AVENUE AND THE POINT OF BEGINNING.

BEING LOT NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 24 IN BLOCK 74, TIDE LANDS, AND BEING THE WHOLE OF SAID TIDE LANDS BLOCK NO. 74.

EXCEPTING THEREFROM:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF FITCH STREET AND THE NORTHEASTERLY LINE OF EVANS AVENUE; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 600.00 FEET; THENCE NORTH 51°10'45" WEST 310.909 FEET; THENCE NORTHWESTERLY TANGENT TO THE PRECEDING COURSE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 11°12'53" THROUGH AN ARC LENGTH OF 293.603 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, NON-TANGENT TO THE PRECEDING CURVE SOUTH 35°31'39" WEST 63.215 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS.: LOTS 1, 2, 3, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, BLOCK 4596

PARCEL FIVE:

PARCEL A:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF EARL STREET AND THE SOUTHWESTERLY LINE OF CUSTER AVENUE; RUNNING THENCE NORTHWESTERLY AND ALONG SAID LINE OF CUSTER AVENUE 200 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE NORTHEASTERLY LINE OF DAVIDSON AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID LINE OF DAVIDSON AVENUE 200 FEET TO THE NORTHWESTERLY LINE OF EARL STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF EARL STREET 200 FEET TO THE POINT OF BEGINNING.

BEING A PART OF BLOCK NO. 65, TIDE LANDS.

PARCEL B:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF DAVIDSON AVENUE AND THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY AND ALONG SAID LINE OF DAVIDSON AVENUE 350 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 200 FEET TO THE SOUTHWESTERLY LINE OF CUSTER AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF CUSTER AVENUE 350 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID LINE OF FITCH STREET 200 FEET TO THE POINT OF BEGINNING.

BEING LOTS 8 TO 21, INCLUSIVE, IN BLOCK NO. 65, TIDE LANDS.

ASSESSOR'S PARCEL NOS.: LOTS 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23 AND 24, BLOCK 4587

PARCEL SIX:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF DAVIDSON AVENUE AND THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF FITCH STREET 200 FEET TO THE NORTHEASTERLY LINE OF EVANS AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF EVANS AVENUE 600 FEET TO THE SOUTHEASTERLY LINE OF GRIFFITH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF GRIFFITH STREET 133 FEET AND 7 INCHES TO THE SOUTHERLY LINE OF INDIA STREET; THENCE EASTERLY ALONG SAID LINE OF INDIA STREET 103 FEET AND 8 INCHES TO THE SOUTHWESTERLY LINE OF DAVIDSON AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF DAVIDSON AVENUE 520 FEET AND 5 INCHES TO THE POINT OF BEGINNING.

BEING BLOCK NO. 75, ACCORDING TO THE MAP OF THE SALT MARSH AND TIDE LAND SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

EXCEPTING THEREFROM:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE NORTHEASTERLY LINE OF EVANS AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE NORTH 54°28'21" WEST 300.168 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTHEASTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 35°31'39" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 93°44'04" THROUGH AN ARC LENGTH OF 179.957 FEET; THENCE SOUTHEASTERLY AND ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 10°37'58" THROUGH AN ARC LENGTH OF 185.577 FEET TO SAID NORTHWESTERLY LINE OF FITCH STREET; THENCE NON-TANGENT TO THE PRECEDING CURVE ALONG SAID NORTHWESTERLY LINE, SOUTH 35°31'39" WEST 80.616 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS.: LOTS 1, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 AND 25, BLOCK 4597

PARCEL SEVEN:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF EVANS AVENUE AND THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF FITCH STREET 200 FEET TO THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF FAIRFAX AVENUE 600 FEET TO THE SOUTHEASTERLY LINE OF GRIFFITH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF GRIFFITH STREET 200 FEET TO THE SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID LINE OF EVANS AVENUE 600 FEET TO THE POINT OF BEGINNING.

BEING BLOCK 103, ACCORDING TO THE MAP OF THE SALT MARSH AND TIDE LAND SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE FROM SAID POINT OF BEGINNING NORTH 54°28'21" WEST 296.037 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 33°51'05" WEST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 6°42'47" THROUGH AN ARC LENGTH OF 175.748 FEET; THENCE TANGENT TO THE PRECEDING CURVE SOUTH 40°33'53" WEST 24.523 FEET TO THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 170.832 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 43°17'33" EAST 131.203 FEET; THENCE SOUTH 54°28'21" EAST 89.337 FEET; THENCE NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 70°22'44" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 27°56'44" THROUGH AN ARC LENGTH OF 34.148 FEET TO THE ABOVE DESCRIBED NORTHWESTERLY LINE OF FITCH STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 47.744 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS.: LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 25, BLOCK 4606

PARCEL EIGHT:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE AND THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHWESTERLY ALONG SAID LINE OF GRIFFITH STREET 200 FEET TO THE NORTHEASTERLY LINE OF GALVEZ AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID LINE OF GALVEZ AVENUE 600 FEET TO THE NORTHWESTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF FITCH STREET 200 FEET TO THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF FAIRFAX AVENUE 600 FEET TO THE POINT OF BEGINNING.

BEING ALL OF FRACTIONAL BLOCK NO. 116, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION, AND ALL OF FRACTIONAL BLOCK NO. 116, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 289.608 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE SOUTH 54°28'21" EAST 105.883 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 32°31'03" EAST 44.888 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73°43'21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE NORTHEASTERLY, NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 29°07'46" EAST ON THE

ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 21.954 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 40°33'53" EAST 62.786 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF GALVEZ AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 277.721 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 112.551 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTHEASTERLY, NORTH 55°14'30" EAST 40.680 FEET; THENCE NORTH 32°31'03" EAST 117.040 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73°43'21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE SOUTHWESTERLY, NON-TANGENT TO THE PRECEDING COURSE, FROM A TANGENT THAT BEARS SOUTH 29°07'46" WEST ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 11°53'54" THROUGH AN ARC LENGTH OF 22.843 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75 FEET AND A CENTRAL ANGLE OF 30°54'51" THROUGH AN ARC LENGTH OF 40.467 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 3°09'09" THROUGH AN ARC LENGTH OF 55.024 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS.: LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 19 AND 20, BLOCK 4621

PARCEL NINE:

LOT 3, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 23, PAGE 27, FILED MARCH 26, 1982 IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF HUDSON AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 207.857 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 100.00 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 35°31'39" EAST 50.000 FEET; THENCE NORTH 55°14'30" EAST 159.339 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF GALVEZ AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54°28'21" WEST 110.162 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 56°07'27" WEST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 6°12'55" THROUGH AN ARC LENGTH OF 108.476 FEET; THENCE SOUTHWESTERLY ON A COURSE NON-TANGENT TO THE PRECEDING CURVE, SOUTH 35°31'39" WEST 100.725 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO.: LOT 6, BLOCK 4630

PARCEL TEN:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 200 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF INNES AVENUE 25 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 25 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 4-A, BLOCK 4644

PARCEL ELEVEN:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 225 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF INNES AVENUE 25 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 25 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING PART OF LOT 13 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 5, BLOCK 4644

PARCEL TWELVE:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 225 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF INNES AVENUE 25 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 25 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF LOT 12 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 6-A, BLOCK 4644

PARCEL THIRTEEN:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 150 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF INNES STREET 75 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 75 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING LOT 11 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 7, BLOCK 4644

PARCEL FOURTEEN:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 250 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF INNES AVENUE 50 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 50 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 12 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 6, BLOCK 4644

PARCEL FIFTEEN:

PARCEL A:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF CUSTER AVENUE AND THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY AND ALONG SAID LINE OF CUSTER AVENUE 200 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 200 FEET TO THE SOUTHWESTERLY LINE OF BURKE AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF BURKE AVENUE 200 FEET TO THE NORTHWESTERLY LINE OF EARL STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID LINE OF EARL STREET 200 FEET TO THE POINT OF BEGINNING.

BEING LOT NOS. 1, 2, 3, 4, 5, 6, 23 AND 24, BLOCK 39, TIDE LANDS.

PARCEL B:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF CUSTER AVENUE, DISTANT THEREON 200 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY AND ALONG SAID LINE OF CUSTER AVENUE 400 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF FITCH STREET 127 FEET AND 8 INCHES TO THE SOUTHERLY LINE OF INDIA STREET; THENCE EASTERLY ALONG SAID LINE OF INDIA STREET 112 FEET AND 11 INCHES TO THE SOUTHWESTERLY LINE OF BURKE AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF BURKE AVENUE 313 FEET AND 3-1/2 INCHES TO A LINE DRAWN NORTHEASTERLY FROM THE POINT OF BEGINNING AT A RIGHT ANGLE TO THE NORTHEASTERLY LINE OF CUSTER AVENUE; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 39, SALT MARSH AND TIDE LANDS.

ASSESSOR'S PARCEL NOS.: LOTS 1 AND 1-A, BLOCK 4579

PARCEL SIXTEEN:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF ARTHUR AVENUE WITH THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF EARL STREET 200 FEET TO THE NORTHEASTERLY LINE OF BURKE AVENUE; THENCE NORTHWESTERLY AND ALONG SAID LINE OF BURKE AVENUE 417 FEET AND 5 INCHES TO THE SOUTHERLY LINE OF INDIA STREET; THENCE EASTERLY ALONG SAID LINE OF INDIA STREET 312 FEET AND 2-1/2 INCHES TO THE SOUTHWESTERLY LINE OF ARTHUR AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF ARTHUR AVENUE 177 FEET AND 9 INCHES TO THE POINT OF BEGINNING.

BEING BLOCK NO. 32 OF TIDE LANDS.

ASSESSOR'S PARCEL NOS.: LOTS 1-13 INCLUSIVE, BLOCK 4572

LEGAL DESCRIPTION (AB 4644, LOT 10B)

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

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF HUDSON AVENUE DISTANT THEREON 200 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY AND ALONG SAID LINE OF HUDSON AVENUE 50 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 50 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF LOTS NOS. 5 AND 6 IN BLOCK NO. 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

LEGAL DESCRIPTION (AB 4644, LOT 8)

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

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE DISTANT THEREON 75 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF INNES AVENUE 75 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 75 FEET; AND THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE NORTHEASTERLY LINE OF INNES AVENUE AND THE POINT OF COMMENCEMENT.

BEING LOT 10, BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S LOT 008; BLOCK 4644

EXHIBIT B

India Basin Open Space Legal Description

EXHIBIT B

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, IN THE COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TRACT ONE:

ALL THOSE CERTAIN LANDS GRANTED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, BY DEED RECORDED NOVEMBER 20, 1987 IN REEL E 474 OF OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT IMAGE 876, AS INSTRUMENT NO. E091188, DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF HUDSON AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 207.857 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 100.000 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 35°31'39" EAST 50.000 FEET; THENCE NORTH 55°14'30" EAST 159.339 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF GALVEZ AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54°28'21" WEST 110.162 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 56°07'27" WEST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 6°12'55" THROUGH AN ARC LENGTH OF 108.476 FEET; THENCE SOUTHWESTERLY ON A COURSE NON-TANGENT TO THE PRECEDING CURVE, SOUTH 35°31'39" WEST 100.725 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK 146, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO. : LOT 007, BLOCK 4630

PARCEL TWO:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF GALVEZ AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 277.721 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 112.551 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTHEASTERLY, NORTH 55°14'30" EAST 40.680 FEET; THENCE NORTH 32°31'03" EAST 117.040 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION, THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73°43'21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE SOUTHWESTERLY, NON-TANGENT TO THE PRECEDING COURSE, FROM A TANGENT THAT BEARS SOUTH 29°07'46" WEST ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 11°53'54" THROUGH AN ARC LENGTH OF 22.843 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75 FEET AND A CENTRAL ANGLE OF 30°54'51" THROUGH AN ARC LENGTH OF 40.467 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 3°09'09" THROUGH AN ARC LENGTH OF 55.024 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 116, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION, AND PORTION OF FRACTIONAL BLOCK NO. 116, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ASSESSOR'S PARCEL NO. : LOT 021, BLOCK 4621 (PORTION)

PARCEL THREE:

EXHIBIT B
(Continued)

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE, DISTANT THEREON SOUTH 54° 28' 21" EAST 289.608 FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE SOUTH 54° 28' 21" EAST 105.883 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 32° 31' 03" EAST 44.888 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73° 43' 21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE NORTHEASTERLY, NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 29° 07' 46" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 11° 26' 06" THROUGH AN ARC LENGTH OF 21.954 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 40° 33' 53" EAST 62.786 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 116, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION, AND PORTION OF FRACTIONAL BLOCK NO. 116, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ASSESSOR'S PARCEL NO. : LOT 021, BLOCK 4621 (PORTION)

PARCEL FOUR:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE FROM SAID POINT OF BEGINNING NORTH 54°28'21" WEST 296.037 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 33°51'05" WEST ON THE ARC OR A CURVE TO THE RIGHT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 6°42'47", THROUGH AN ARC LENGTH OF 175.748 FEET; THENCE TANGENT TO THE PRECEDING CURVE SOUTH 40°33'53" WEST 24.523 FEET TO THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 170.832 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 43°17'33" EAST 131.203 FEET; THENCE SOUTH 54°28'21" EAST 89.337 FEET; THENCE NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 70°22'44" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 27°56'44" THROUGH AN ARC LENGTH OF 34.148 FEET, TO THE ABOVE DESCRIBED NORTHWESTERLY LINE OF FITCH STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 47.744 FEET TO THE POINT OF BEGINNING.

BEING BLOCK 103, ACCORDING TO MAP OF THE SALT MARSH AND TIDE LANDS SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT OF SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

ASSESSOR'S PARCEL NO. : LOT 026, BLOCK 4606

PARCEL FIVE:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE NORTHEASTERLY LINE OF EVANS AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE NORTH 54°28'21" WEST 300.168 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTHEASTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 35°31'39" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 93°44'04" THROUGH AN ARC LENGTH OF 179.957 FEET; THENCE SOUTHEASTERLY AND ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 10°37'58" THROUGH AN ARC LENGTH OF 185.577 FEET TO SAID NORTHWESTERLY LINE OF FITCH STREET; THENCE NON-TANGENT TO THE

EXHIBIT B
(Continued)

PRECEDING CURVE ALONG SAID NORTHWESTERLY LINE, SOUTH 35°31'39" WEST 80.616 FEET TO THE POINT OF BEGINNING.

BEING BLOCK NO. 75, ACCORDING TO MAP OF THE SALT MARSH AND TIDE LANDS SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT OF SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

ASSESSOR'S PARCEL NO.: LOT 026, BLOCK 4597

PARCEL SIX:

BEGINNING AT THE INTERSECTION OE THE SOUTHEASTERLY LINE OE FITCH STREET AND THE NORTHEASTERLY LINE OE EVANS AVENUE; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 600.00 FEET; THENCE NORTH 51°10'45" WEST 310.909 FEET; THENCE NORTHWESTERLY TANGENT TO THE PRECEDING COURSE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OE 1500 FEET AND A CENTRAL ANGLE OE 11°12'53" THROUGH AN ARC LENGTH OF 293.603 FEET TO SAID SOUTHEASTERLY LINE OE FITCH STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, NON-TANGENT TO THE PRECEDING CURVE SOUTH 35°31'39" WEST 63.215 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 74, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ASSESSOR'S PARCEL NO. : LOT 026, BLOCK 4596

PARCEL SEVEN:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF EARL STREET AND THE SOUTHWESTERLY LINE OF EVANS AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54°28'21" WEST 600.000 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 35°31'39" WEST 47.743 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTHEASTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 27°11'12" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 27°58'45" THROUGH AN ARC LENGTH OF 34.142 FEET; THENCE NON-TANGENT TO THE PRECEDING CURVE SOUTH 54°28'21" EAST 320.000 FEET; THENCE SOUTH 33°54'59" EAST 42.720 FEET, THENCE SOUTH 54°28'21" EAST 35.160 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE ALONG LAST SAID LINE SOUTH 73°43'21" EAST 190.020 FEET TO THE ABOVE DESCRIBED NORTHWESTERLY LINE OF EARL STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 22.360 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 104, SALT MARSH AND TIDE LANDS SURVEY, AND PORTION OF FRACTIONAL BLOCK NO. 104, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO. : LOT 024, BLOCK 4607

PARCEL EIGHT:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF EARL STREET, SAID POINT BEING DISTANT SOUTH 35° 31' 39" WEST 22.360 FEET FROM THE SOUTHWESTERLY LINE OF EVANS AVENUE, SAID POINT OF BEGINNING BEING A POINT ON THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE FROM SAID POINT OF BEGINNING ALONG SAID NORTHWESTERLY LINE, SOUTH 35° 31' 39" WEST 62.648 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 54° 28'

EXHIBIT B
(Continued)

21" WEST 179.395 FEET TO A POINT ON THE ABOVE DESCRIBED LINE OF JURISDICTION; THENCE ALONG LAST SAID LINE SOUTH 73° 43' 21" EAST 190.020 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 104, SALT MARSH AND TIDE LANDS SURVEY, AND ALL OF THE FRACTIONAL BLOCK NO. 104, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO: LOT 25, BLOCK 4607 (PORTION)

PARCEL EIGHT - A:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF FITCH STREET, DISTANT THEREON NORTH 35° 31' 39" EAST 2.39 FEET FROM THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE NORTHERLY TANGENT TO THE PRECEDING COURSE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 46° 53' 43" THROUGH AN ARC LENGTH OF 40.92 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 109° 41' 33" THROUGH AN ARC LENGTH OF 134.02 FEET TO SAID NORTHWESTERLY LINE OF FITCH STREET, THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 35° 31' 39" WEST 149.87 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 104, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ALSO BEING PARCEL A, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988, IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS.

PARCEL EIGHT - B:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF FITCH STREET, DISTANT THEREON NORTH 35° 31' 39" EAST 2.39 FEET FROM THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE NORTHEASTERLY TANGENT TO THE PRECEDING COURSE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50 FEET TO A CENTRAL ANGLE OF 46° 53' 43" THROUGH AN ARC LENGTH OF 40.92 FEET; THENCE NORTHEASTERLY AND NORTHERLY TANGENT TO THE PRECEDING CURVE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 109° 41' 33" THROUGH AN ARC LENGTH OF 134.02 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 35° 31' 39" WEST 149.87 FEET TO THE POINT OF BEGINNING

BEING A PORTION OF FRACTIONAL BLOCK NO. 103, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ALSO BEING PARCEL B, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS.

TRACT TWO:

ALL THOSE CERTAIN LANDS GRANTED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, BY QUITCLAIM DEED RECORDED NOVEMBER 20, 1987 IN REEL E474 OF OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT IMAGE 884, AS INSTRUMENT NO. E091189, DESCRIBED AS FOLLOWS:

PARCEL ONE:

EXHIBIT B
(Continued)

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF GALVEZ AVENUE, DISTANCE NORTH 54° 28' 21" WEST, 238.395 FEET FROM THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54° 28' 21" WEST 110.162 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE FROM A TANGENT THAT BEARS NORTH 56° 07' 27" EAST NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 4° 49' 34" THROUGH AN ARC LENGTH OF 84.230 FEET TO THE NORTHEASTERLY LINE OF GALVEZ AVENUE; THENCE NON-TANGENT TO THE PRECEDING CURVE, ALONG SAID NORTHEASTERLY LINE, SOUTH 54° 28' 21" EAST, 112.551 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 55° 14' 30" WEST, 84.91 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF GALVEZ AVENUE, FORMERLY 7TH AVENUE, AND FORMERLY GLADSTONE AVENUE, AN OPEN PUBLIC STREET.

PARCEL TWO:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE, DISTANT THEREON NORTH 54° 28' 21" WEST, 204.509 FEET FROM THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 34° 28' 21" WEST, 105.883 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40° 33' 53" EAST 80.310 FEET TO THE NORTHEASTERLY LINE OF SAID FAIRFAX AVENUE; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 54° 28' 21" EAST, 170.832 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 77° 30' 53" WEST, 107.629 FEET TO THE POINT OF BEGINNING.

BEING PORTION OF FAIRFAX AVENUE, FORMERLY 6TH AVENUE, AN OPEN PUBLIC STREET.

EXCEPTING THEREFROM, ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THAT CERTAIN ACT OF THE LEGISLATURE (THE "BURTON ACT") SET FORTH IN CHAPTER 1333 OF THE STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON TERMS AND PROVISIONS SET FORTH THEREIN.

PARCEL THREE:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EVANS AVENUE AND THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE SOUTH 35° 31' 39" WEST, 80 FEET TO THE SOUTHWESTERLY LINE OF SAID EVANS AVENUE; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 54° 28' 21" WEST, 600 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 35° 31' 39" W., 47.741 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, NON-TANGENT TO THE PRECEDING COURSE, FROM A TANGENT THAT BEARS NORTH 27° 16' 01" WEST NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 54° 24' 21" THROUGH AN ARC LENGTH OF 66.469 FEET TO THE NORTH WESTERLY LINE OF SAID FITCH STREET; THENCE NON-TANGENT TO THE PRECEDING CURVE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE NORTH 35° 31' 39" EAST, 47.741 FEET TO SAID SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 54° 28' 21" WEST, 296.037 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTHEASTERLY, NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 33° 51' 05" EAST ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 02° 44' 12" AN ARC LENGTH OF 71.647 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 04° 24' 44" THROUGH AN ARC LENGTH OF 8.471 FEET TO THE NORTHEASTERLY LINE OF EVANS AVENUE; THENCE NON-TANGENT TO THE PRECEDING CURVE ALONG SAID NORTHEASTERLY LINE SOUTH 54°

EXHIBIT B
(Continued)

28' 21' EAST, 100.168 FEET TO SAID NORTHWESTERLY LINE OF FITCH STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35° 31' 39" EAST, 80.616 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE, NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 40° 06' 19" EAST SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 01° 36' 17" THROUGH AN ARC LENGTH OF 28.008 FEET; THENCE TANGENT TO THE PRECEDING CURVE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 01° 27' 49" THROUGH AN ARC LENGTH OF 38.317 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE NON-TANGENT TO THE PRECEDING CURVE ALONG SAID SOUTHEASTERLY LINE SOUTH 35° 31' 39" WEST, 63.215 FEET TO THE SAID NORTHEASTERLY LINE OF EVANS AVENUE; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 54° 28' 21" EAST, 600 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF EVANS AVENUE, FORMERLY 5TH AVENUE, AN OPEN PUBLIC STREET AND ALSO BEING PORTION OF FITCH STREET, AN OPEN PUBLIC STREET.

EXCEPTING THEREFROM, ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THAT CERTAIN ACT OF THE LEGISLATURE (THE "BURTON ACT") SET FORTH IN CHAPTER 1333 OF THE STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON TERMS AND PROVISIONS SET FORTH THEREIN.

TRACT THREE:

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL "N", AS SAID PARCEL IS SHOWN ON THAT MAP ENTITLED, "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", FILED IN BOOK "W" OF MAPS, PAGES 66 THROUGH 72, INCLUSIVE, OFTEN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FITCH STREET (F), LYING NORTHEASTERLY OF ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012–95 OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995 (FORMERLY FITCH STREET) AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS, AND THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF CUSTER AVENUE (3RD).

BEING A PORTION OF AN OPEN PUBLIC STREET.

EXCEPTING THEREFROM, ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THAT CERTAIN ACT OF THE LEGISLATURE (THE "BURTON ACT") SET FORTH IN CHAPTER 1333 OF THE STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT C

Map Depicting the Big Green

EXHIBIT C: BIG GREEN

07.20.2018

EXHIBIT D

Public ROWs Legal Description

LEGAL DESCRIPTION

PARCEL ONE

"PORTION OF ARELIOUS WALKER DRIVE TO BE VACATED"

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

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF ARELIOUS WALKER DRIVE (64.00 FEET WIDE), DISTANT THEREON 100.00 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 100.00 FEET TO THE SOUTHWESTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 64.00 FEET TO THE NORTHWESTERLY LINE OF SAID ARELIOUS WALKER DRIVE; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF ARELIOUS WALKER DRIVE 100.00 FEET TO A POINT DISTANT THEREON 100.00 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF INNES AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 64.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

PARCEL TWO

"PORTION OF GRIFFITH STREET TO BE VACATED"

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

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF GRIFFITH STREET (64.00 FEET WIDE) WITH THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID LINE OF GRIFFITH STREET 280.00 FEET TO THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE AT A RIGHT ANGLE NORTHWESTERLY, ALONG SAID NORTHEASTERLY LINE OF HUDSON AVENUE 64.00 FEET TO THE NORTHWESTERLY LINE OF SAID GRIFFITH STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF GRIFFITH STREET 280.00 FEET TO SAID NORTHEASTERLY LINE OF INNES AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF INNES AVENUE 64.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF GRIFFITH STREET

PARCEL THREE

"PORTION OF HUDSON AVENUE TO BE VACATED"

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

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF GRIFFITH STREET (64.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 80.00 FEET TO THE NORTHEASTERLY LINE OF SAID HUDSON AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF HUDSON AVENUE 1,264.00 FEET TO THE NORTHWESTERLY LINE OF EARL STREET (64.00 FEET WIDE); THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF EARL STREET 80.00 FEET TO THE SOUTHWESTERLY LINE OF SAID HUDSON AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF HUDSON AVENUE, 1,264.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF HUDSON AVENUE

PARCEL FOUR

"PORTION OF EARL STREET TO BE VACATED"

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

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF EARL STREET (64.00 FEET WIDE), DISTANT THEREON 100.00 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE 855.00 FEET TO A POINT DISTANT THEREON 85.00 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF EVANS AVENUE (80.00 FEET WIDE); THENCE AT A RIGHT ANGLE SOUTHEASTERLY 64.00 FEET TO THE SOUTHEASTERLY LINE OF SAID EARL STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF EARL STREET 855.00 FEET TO A POINT THAT IS ON A LINE THAT IS PERPENDICULAR FROM THE POINT OF BEGINNING; THENCE AT A RIGHT ANGLE NORTHWESTERLY, ALONG LAST SAID LINE 64.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF EARL STREET

PARCEL FIVE

"PORTION OF ARELIOUS WALKER DRIVE TO BE VACATED"

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

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF ARELIOUS WALKER DRIVE (64.00 FEET WIDE) WITH THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 528.12 FEET TO A POINT ON THE NORTHERLY LINE OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA TO THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION PURSUANT TO CHAPTER 325, STATUES OF 1863-4; THENCE AT A DEFLECTION ANGLE OF $109^{0}14'58''$ TO THE LEFT ALONG LAST SAID LINE 67.79 FEET TO THE NORTHWESTERLY LINE OF SAID ARELIOUS WALKER DRIVE; THENCE AT A DEFLECTION ANGLE OF $70^{0}45'02''$ TO THE LEFT ALONG SAID NORTHWESTERLY LINE 505.77 FEET TO SAID NORTHEASTERLY LINE OF HUDSON AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF HUDSON AVENUE 64.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

PARCEL SIX

"PORTION OF ARELIOUS WALKER DRIVE TO BE VACATED"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL "N", AS SAID PARCEL IS SHOWN ON THAT MAP ENTITLED, "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", FILED IN BOOK "W" OF MAPS, PAGES 66 THROUGH 72, INCLUSIVE, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF ARELIOUS WALKER DRIVE (64.00 FEET WIDE), DISTANT THEREON 505.77 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE), SAID POINT OF BEGINNING BEING ON THE NORTHERLY LINE OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA TO THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION PURSUANT TO CHAPTER 325, STATUES OF 1863-4; THENCE ALONG SAID NORTHWESTERLY LINE OF ARELIOUS WALKER DRIVE AND ALONG THE SOUTHEASTERLY LINE OF PARCEL A, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS, 184.23 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 64.00 TO THE NORTHWESTERLY LINE OF PARCEL B, AS SAID PARCEL IS SHOWN ON SAID "MAP OF EAST INDIA BASIN BUSINESS PARK"; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID LINE OF PARCEL B AND ALONG THE SOUTHEASTERLY LINE OF SAID ARELIOUS WALKER DRIVE 161.88 FEET TO A POINT ON SAID NORTHERLY LINE OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA TO THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION; THENCE ON A DEFLECTION ANGLE OF $70^{0}45'02"$ TO THE RIGHT, ALONG SAID LAST REFERENCED LINE 67.79 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THAT CERTAIN ACT OF THE LEGISLATURE ("THE BURTON ACT") SET FORTH IN CHAPTER 1333 OF THE STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON TERMS AND PROVISIONS SET FORTH THEREIN.

PARCEL SEVEN

"PORTION OF ARELIOUS WALKER DRIVE TO BE VACATED"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL B, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF ARELIOUS WALKER DRIVE (64.00 FEET WIDE), DISTANT THEREON 562.39 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE), SAID POINT OF BEGINNING BEING THE MOST SOUTHERLY CORNER OF SAID PARCEL B; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL B 127.61 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 25.44 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF ARELIOUS WALKER DRIVE, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 70.00 FEET AND WHOSE RADIUS POINT BEARS ON A DEFLECTION ANGLE OF $145^{0}08'54"$ FROM THE PREVIOUS COURSE; THENCE ALONG SAID SOUTHEASTERLY LINE OF ARELIOUS WALKER DRIVE THE FOLLOWING COURSES AND DISTANCES: ALONG LAST SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $81^{0}44'49"$, AN ARC LENGTH OF 99.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $46^{0}53'42"$, AN ARC LENGTH OF 40.92 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

PARCEL EIGHT

"PORTION OF ARELIOUS WALKER DRIVE TO BE VACATED"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL A, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF ARELIOUS WALKER DRIVE (64.00 FEET WIDE), DISTANT THEREON 562.39 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE), SAID POINT OF BEGINNING BEING THE MOST SOUTHERLY CORNER OF SAID PARCEL A; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL A 127.61 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 25.44 FEET TO A POINT ON THE NORTHWESTERLY LINE OF ARELIOUS WALKER DRIVE, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 70.00 FEET AND WHOSE RADIUS POINT BEARS ON A DEFLECTION ANGLE OF $145^{0}08'54"$ FROM THE PREVIOUS COURSE; THENCE ALONG SAID NORTHWESTERLY LINE OF ARELIOUS WALKER DRIVE THE FOLLOWING COURSES AND DISTANCES: ALONG LAST SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $81^{0}44'49"$, AN ARC LENGTH OF 99.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $46^{0}53'42"$, AN ARC LENGTH OF 40.92 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

EXHIBIT E

List of Approvals

Final approval actions by the City and County of San Francisco Board of Supervisors for the India Basin Mixed-Use District Project

1. **Ordinance [_____] (File No. [_____])**: (1) Approving a Development Agreement between the City and County of San Francisco and BUILD Inc.; (2) waiving or modifying certain provisions of the Administrative Code, Planning Code, Subdivision Code, and Zoning Map; and (3) adopting findings under the California Environmental Quality Act, public trust findings, and findings of consistency with the General Plan and Planning Code priority policies.

2. **Ordinance [_____] (File No. [_____])**: Amending the Planning Code and the Zoning Map to add the India Basin Mixed Use Project Special Use District.

3. **Ordinance [_____] (File No. [_____])**: Amending the General Plan to refer to the India Basin Mixed Use Project Special Use District.

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

1. **R No. [_____]**: [_____]: Consenting to a Development Agreement between the City and BUILD, Inc., including a draft Compromise Title Settlement and Land Exchange Agreement for India Basin with the State Lands Commission.

2. **R No. [_____]**: Approving an Open Space Covenant regarding those portions of the India Basin Open Space and Big Green to be exchanged into the Public Trust and placed under SF Port jurisdiction but managed and operated by RPD.

Final and Related Approval Actions of City and County of San Francisco Planning Commission (referenced by Motion Number "M No." or Resolution Number "R No.")

1. **M No. [_____]**: Certifying the Final Environmental Impact Report for the India Basin Mixed-Use District Project.

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

3. **R No. [_____]**: Recommending to the Board of Supervisors approval of the General Plan Amendments.

4. **R No. [_____]**: Recommending to the Board of Supervisors approval of amendments to the Planning Code and a Zoning Map amendment to establish the India Basin Special Use District.

5. **M No. [_____]**: Approving the India Basin Design Standards and Guidelines.

6. **R No. [_____]**: Recommending to the Board of Supervisors approval of a Development Agreement between the City and BUILD Inc.

7. **[R] No. [_____]**: Approving determination that shadows from buildings exceeding 40 feet in height will have no adverse effect on parks subject to Section 295 of the Planning Code.

Final and Related Approval Actions of City and County of San Francisco Recreation and Park Commission (referenced by Motion Number "M No." or Resolution Number "R No.")

1. **[M] No. [_____]**: Consenting to consultation with RPD's general manager on the effect of the proposed project or variant on shadow on parks subject to Section 295 of the Planning Code.

2. **[R] No.** Consenting to a Development Agreement between the City and BUILD, Inc., including a draft Compromise Title Settlement and Land Exchange Agreement for India Basin with the State Lands Commission.

3. **R No. [_____]**: Approving an Open Space Covenant regarding those portions of the India Basin Open Space and Big Green to be exchanged into the Public Trust and placed under SF Port jurisdiction but managed and operated by RPD.

Final and Related Approval Actions of Other City and County of San Francisco Boards, Commissions, and Departments:

1. San Francisco Municipal Transportation Agency (SFMTA) **Resolution Number [_____]** consenting to a Development Agreement between the City and BUILD Inc., including Transportation Exhibit and Infrastructure Plan.; and approving the Interagency Cooperation Agreement.

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

EXHIBIT F

Design Standards and Guidelines

[Included in previous Commission submittal.]

Exhibit G

Financing Plan

Exhibit G

FINANCING PLAN

(INDIA BASIN)

FINANCING PLAN
(INDIA BASIN)

This FINANCING PLAN (India Basin) (the "**Financing Plan**") implements and is part of the Development Agreement. As used in this Financing Plan, capitalized terms used herein have the definitions given to them in Section 3.2.

1. OVERVIEW

1.1 Project Purposes

(a) Purpose of Financing Plan. The purpose of this Financing Plan is to establish the contractual framework for mutual cooperation between the City and Developer necessary to implement the Project. Accordingly, City shall take all actions reasonably necessary, and Developer shall cooperate reasonably with the efforts of:

(i) City to form the requested CFD, adopt the RMA, levy Facilities Special Taxes and Services Special Taxes within the CFD, and issue CFD Bonds to pay, as applicable, Qualified Project Costs, Ongoing Maintenance Services, and, when authorized pursuant to Section 2.8, Additional Community Facilities.

(ii) City to finance Baseline Maintenance Services without Services Special Taxes and to finance Ongoing Maintenance Services with Services Special Taxes in the manner described in this Financing Plan.

2. COMMUNITY FACILITIES DISTRICT FINANCING

2.1 Formation of the CFD

(a) Formation. Developer shall submit a petition to the City for formation of the CFD over the Project Site so that the CFD is established by the Board of Supervisors before approval by City of the first tentative subdivision map for the Project. City shall establish the CFD pursuant to this Financing Plan upon the submission by the Developer of such petition. Developer acknowledges that the CFD Goals will prevail over any inconsistent terms in this Financing Plan, unless the Board of Supervisors in its sole discretion approves a waiver of the CFD Goals. The CFD may include separate tax zones, consistent with the Development Phases under the Development Agreement. In addition, Developer and City may mutually agree to identify property for future annexation and additional public capital facilities for the Project to be financed under the CFD Act in the CFD formation proceedings. So long as such CFD complies in all material respects with the terms and conditions set forth in this Financing Plan, Developer agrees to vote in favor of the formation of the CFD, and shall not transfer any portion of the Project Site before formation of the CFD

without the Transferee expressly agreeing to also vote in favor of the formation of the CFD consistent with this Section and the Financing Plan.

(b) Taxable Parcels. Developer and City intend that Project Special Taxes will be levied against all Taxable Parcels for the purposes described in this Financing Plan and agree that all Exempt Parcels will be exempt from Project Special Taxes.

(c) Petition.

(i) Developer shall petition City under the CFD Act to establish the CFD over the Project Site, except as otherwise agreed to by the City and Developer. In its petition, Developer may include proposed specifications for the CFD, including Facilities Special Tax rates, Services Special Tax rates and any proposed tax zones within the CFD, the identity of any property to be annexed into the CFD at a later date (if any). In its petition, the Developer shall have the discretion to propose Project Special Tax rates, subject to compliance with Section 2.3(d).

(ii) Following City's receipt of a petition, Developer and City will meet with City's public financing consultants to determine reasonable and appropriate terms of the proposed CFD as set forth in Developer's petition to the extent consistent with this Financing Plan.

(d) Authorized Uses. The CFD shall be authorized to finance Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services, irrespective of the geographic location of the improvements financed or maintained.

(e) Joint Community Facilities Agreements. Under the CFD Act, City may be required to enter into a joint community facilities agreement with another Governmental Entity that will own or operate any of the authorized improvements. City and Developer agree that they will take all steps necessary to procure the authorization and execution of any required joint community facilities agreement with a Governmental Entity other than City before the issuance of any CFD Bonds that will finance authorized improvements that will be owned or operated by such Governmental Entity other than City.

(f) Notice of Special Tax Lien. Project Special Taxes will be secured by recordation in the Official Records of continuing liens against all Taxable Parcels in the CFD.

2.2 Scope of CFD-Financed Costs

(a) Authorized Costs. The CFD may finance only Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services.

2.3 Parameters of CFD Formation

(a) Cooperation. Developer and City agree to cooperate reasonably in developing the RMA for the CFD that is consistent with this Financing Plan and, to the extent consistent with this Financing Plan, Developer's petition. Developer and City will each use good-faith reasonable efforts at all times to furnish timely to the other, or to obtain and then furnish to the other, any information necessary to develop the RMA, such as legal boundaries of the property to be included and Developer's plans for the types, sizes, numbers, and timing for construction of Buildings, within the CFD.

(b) RMA Consultants and Approval. The RMA for the CFD will be: (i) developed by City's special tax consultant, in consultation with Developer and City's staff and other consultants; (ii) consistent with Developer's petition to the extent consistent with this Financing Plan; and (iii) subject to approval of the Board of Supervisors in the resolution of formation. Project Special Taxes on any Taxable Parcel must not exceed any applicable maximum or minimum rate specified in the CFD Goals and this Financing Plan, unless otherwise approved by the Board of Supervisors and Developer.

(c) Priority Administrative Costs. In the formation process for the CFD, City and Developer will agree on the amount of annual CFD administrative costs that will have first priority for payment by Project Special Taxes based on: (i) actual administration costs of other community facilities districts of the City; and (ii) the CFD's complexity and size.

(d) Project Special Taxes. The RMA will create two categories of special taxes: the Facilities Special Tax and the Services Special Tax. The RMA shall specify Facilities Special Tax rates for Developed Property and Services Special Tax rates for Developed Property. The Project Special Tax rates for Developed Property may vary based on sizes, densities, types of Buildings to be constructed, and other relevant factors when the CFD is formed. The RMA will establish Facilities Special Tax rates assuming that any First Tranche CFD Bonds issued will have a debt service coverage-ratio of one hundred ten percent (110%), unless City and Developer approve a higher ratio to market the First Tranche CFD Bonds effectively. The RMA shall also establish Facility Special Tax rates for Undeveloped Property. There shall be no levy of Services Special Taxes on Undeveloped Property. In its petition, the Developer shall have the discretion to propose Project Special Tax rates that are consistent with the following:

(i) The Total Tax Obligation that results from the Developer's selection of the Project Special Tax rates (the "**Developer-Selected Percentage**") shall not satisfy the following (herein, the "**Base Facilities Special Tax Rates**"):

(A) the Developer-Selected Percentage for rental residential properties may not be lower than 1.60% based on projected sales prices and calculated at the time of the resolution of intention to form the CFD; and

(B) the Developer-Selected Percentage for for-sale residential

properties may not be lower than 1.63% based on projected sales prices and calculated at the time of the resolution of intention to form the CFD.

(ii) the Services Special Tax rates on Taxable Parcels of residential and commercial property, based on projected sales prices and calculated at the time of the resolution of intention to form the CFD, may not be lower than necessary to generate $1,500,000 for Ongoing Maintenance Services in Fiscal Year 2018-19 dollars, (the "**Base Services Special Tax Rate**").

(e) Escalation of Special Tax Rates. For the Facilities Special Tax, the RMA will provide for annual increases in the Facilities Special Tax rates of 2% annually. For the Services Special Tax, the RMA shall provide for annual increases that shall be the lesser of (i) the percentage change in CPI or some other acceptable index, or (ii) 5%; provided, however, that no escalation of the Services Special Tax shall occur until the July 1 immediately following the issuance of the first temporary certificate of occupancy for a Building in the CFD.

(f) Priority for Annual Levy of Facilities Special Taxes. The RMA will provide for the levy of Facilities Special Taxes at the maximum Facilities Special Tax rate beginning in the initial year of the levy and continuing for a period of time determined by the City. Thereafter, the City shall levy Facilities Special Taxes each remaining year of its term to fund debt service (not including capitalized interest), administrative costs, Qualified Project Costs, Ongoing Maintenance Costs (following the CFD Conversion Date), and, when authorized pursuant to Section 2.8, Additional Community Facilities to be financed by the CFD (collectively, the "**Facilities Special Tax Requirement**") according to the priorities set forth in the Indenture, until the Facilities Special Tax Requirement is fully satisfied. The RMA must reflect the priorities set forth below:

(i) First, Facilities Special Taxes will be levied on each Taxable Parcel of Developed Property up to the maximum Facilities Special Tax rate, regardless of whether City has issued CFD Bonds or the debt service requirements for any existing CFD Bonds, before applying any capitalized interest.

(ii) Second, to the extent the funds to be collected under clause (i) will not be sufficient to satisfy the Special Tax Requirement in full after application of any capitalized interest, Facilities Special Taxes will be levied proportionately on each Taxable Parcel of Undeveloped Property, up to one hundred percent (100%) of the applicable maximum Facilities Special Tax rate until the Special Tax Requirement (excluding amounts to fund Ongoing Maintenance Costs which may not be levied on Undeveloped Property) is satisfied.

(g) Use of Remainder Taxes.

(i) Developer and City contemplate that, within the CFD, Qualified Project Costs will be paid from Remainder Taxes both before and after the issuance of CFD Bonds for the CFD and after the final maturity of any CFD Bonds for the CFD. Accordingly, the RMA will provide that Remainder Taxes may be used to finance Qualified Project Costs and, following the CFD Conversion Date, Ongoing Maintenance Costs and Additional Community Facilities. Annually, on or before October 1 of each year, the City shall deposit Remainder Taxes in the Remainder Taxes Project Account for the CFD.

(ii) Prior to the CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account shall be applied to pay Qualified Project Costs . After the CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account shall be applied to finance Additional Community Facilities and Ongoing Maintenance Costs at the discretion of the City.

(h) No Pledge for Debt Service. Remainder Taxes deposited in the Remainder Taxes Project Account will not be deemed or construed to be pledged for payment of debt service on any CFD Bonds, and neither Developer nor any other Person will have the right to demand or require that City or Fiscal Agent, as applicable, use funds in the Remainder Taxes Project Account to pay debt service. Prior to the CFD Conversion Date, any amounts in the Remainder Taxes Project Account that are not needed to pay a requisition from the Developer that has been approved for reimbursement of Qualified Project Costs may be used by the City to pay debt service on any CFD Bonds, CFD administrative costs or replenish a debt service reserve account for any CFD Bonds.

(i) Prepayment. The RMA will include provisions allowing a property owner within the CFD that is not in default of its obligation to pay Facilities Special Taxes to prepay Facilities Special Taxes in full or in part based on a formula that will require payment of the property owner's anticipated total Facilities Special Tax obligation; provided. Prepaid Facilities Special Taxes will be placed in a segregated account in accordance with the applicable Indenture. The RMA and the Indenture will specify the use of prepaid Facilities Special Taxes. The Services Special Tax may not be prepaid.

(j) Amendment to RMA. The RMA must be consistent with this Financing Plan. Nothing in this Financing Plan will prevent an amendment of the RMA for the CFD under its terms or under Change Proceedings as described in this Financing Plan.

(k) Reducing Facilities Special Tax Rates Before Issuance of First Tranche CFD Bonds. The RMA shall contain a provision that allows Developer to request that the Total Tax Obligation be recalculated and Facilities Special Tax rates be reduced (subject to City consent, not to be reasonably withheld) before any First Tranche CFD Bonds are issued so that the Total Tax Obligation does not exceed the Developer-Selected Percentage based on the actual or projected sales prices of Taxable Parcels at the time of recalculation, but only as long as such reduction does

not reduce the Services Special Tax rates below the Base Services Special Tax Rate or the Facilities Special Tax rates below the Base Facilities Special Tax Rate. If expressly permitted and defined in the RMA, any such reduction of the Facilities Special Tax rates in the CFD may be done administratively without the vote of the qualified CFD electors before First Tranche CFD Bonds for the CFD are issued, but only as long as such reduction does not reduce the Facilities Special Tax rates below the Base Facilities Special Tax Rate. If expressly permitted and defined in the RMA, a reduction in one taxing category does not have to be proportionate to the reduction in any other taxing category (i.e., disproportionate reductions may be expressly allowed in the RMA). If the maximum Facilities Special Tax rate is permanently reduced, City will record timely an appropriate instrument in the Official Records.

2.4 Issuance of CFD Bonds

(a) Issuance. Subject to approval of the Board of Supervisors, City, on behalf of the CFD, intends to issue First Tranche CFD Bonds for purposes of this Financing Plan, but only upon the written request of the Developer. Developer may submit written requests that City issue First Tranche CFD Bonds, specifying requested issuance dates, amounts, and main financing terms. Following Developer's request, Developer and City will meet with City's public financing consultants to determine reasonable and appropriate issuance dates, amounts, and main financing terms that are consistent with this Financing Plan.

(b) Payment Dates. So that Remainder Taxes may be calculated on the same date for all CFD Bonds, each issue of CFD Bonds shall have interest payment dates of March 1 and September 1, with principal due on September 1.

(c) Value-to-Lien Ratio. The appraised or assessed value-to-lien ratio required for each First Tranche CFD Bond issue will be three to one (3:1), unless otherwise required by the CFD Act or the mutual agreement of Developer and City.

(d) Coverage Ratio. All First Tranche CFD Bonds will have a debt service coverage-ratio of one hundred ten percent (110%), unless otherwise agreed to by City and Developer.

(e) Term. Subject to Section 2.8, First Tranche CFD Bonds will have a term of not less than thirty (30) years and not more than forty (40) years unless Developer and City agree otherwise.

(f) Second Tranche CFD Bonds. After the CFD Conversion Date for the CFD, City has the right in its sole discretion to issue Second Tranche CFD Bonds in the CFD as set forth in this Financing Plan.

2.5 Use of Proceeds

(a) First Tranche CFD Bond Proceeds. Subject to Tax Laws, the CFD Act, and the CFD Goals, First Tranche CFD Bond proceeds will be used in the following order of priority: (i) to fund required reserves and pay costs of issuance;

(ii) to fund capitalized interest amounts, if any is requested by the Developer; and (iii) to pay outstanding Qualified Project Costs and, when authorized pursuant to Section 2.8(b), outstanding Additional Community Facilities. Any First Tranche CFD Bond proceeds remaining after the deposits required by the preceding clauses (i) and (ii) will be deposited into the CFD Bonds Project Account as designated in the Indenture .

(b) Qualified Project Costs; Additional Community Facilities. By this Financing Plan, City pledges the proceeds of First Tranche CFD Bonds on deposit in CFD Bonds Project Accounts or as otherwise provided in the applicable Indenture and, subject to Sections 2.3(g), all Remainder Taxes on deposit in the Remainder Taxes Project Account to finance Qualified Project Costs and, when authorized pursuant to Section 2.8, Additional Community Facilities. In furtherance of this pledge, City shall levy Facilities Special Taxes in each Fiscal Year in strict accordance with the RMA and this Financing Plan.

(c) Priority of Proceeds Prior to CFD Conversion Date. Subject to Tax Laws and the CFD Act, prior to the CFD Conversion Date, the proceeds of First Tranche CFD Bonds and Remainder Taxes shall be applied for the following purposes in the following priority:

(i) Qualified Project Costs and, when authorized pursuant to Section 2.8(b), outstanding Additional Community Facilities;

(ii) For repair and replacement of improvements that comprise Project Costs; and

(iii) To be held as a reserve for Additional Community Facilities.

(d) Prohibited Uses of Proceeds. Prior to the CFD Conversion Date, the proceeds of First Tranche CFD Bonds and Remainder Taxes shall not be used to finance all or any part of (i) 900 Innes, (ii) India Basin Shoreline Park, or (iii) any Ongoing Maintenance Services.

2.6 Miscellaneous CFD Provisions

(a) Change Proceedings. Subject to the limitations in this Financing Plan, Tax Law and the CFD Act, and so long as the proposed changes do not adversely affect the issuance or amount of Second Tranche CFD Bonds or the application, timing of receipt, or overall amount of Remainder Taxes to pay Additional Community Facilities pursuant to Section 2.8, City will not reject unreasonably Developer's request to conduct Change Proceedings under the CFD Act to: (i) make any changes to the RMA, including amending the rates and method of apportionment of Facilities Special Taxes (subject to maintaining the Base Special Tax Rates); (ii) increase or decrease the authorized bonded indebtedness limit within the CFD; (iii) annex property into the CFD; (iv) add additional public capital facilities for the Project; or (v) take other actions reasonably requested by Developer. For purposes of this Section 2.6(a), Developer acknowledges that any reduction in the Services

Special Tax rates below the Base Services Special Tax Rates and any reduction in the Facilities Special Tax rates below the Base Facilities Special Tax Rates through Change Proceedings shall require the consent of City, which may be granted in its discretion. Except as set forth in the previous sentence, for purposes of this Section 2.6(a), City agrees that none of the following changes will be deemed to adversely affect the ability of City to issue Second Tranche CFD Bonds or apply the Remainder Taxes to Additional Community Facilities pursuant to Section 2.8: (x) increasing the Project Special Tax rates in an RMA for any land use classification; (y) increasing the authorized bonded indebtedness limit; and (z) authorizing the financing of additional public capital facilities for the Project.

(b) Maintaining Levy of CFD Financing. Under section 3 of article XIIIC of the California Constitution, voters may, under certain circumstances, vote to reduce or repeal the levy of special taxes in a community facilities district. However, Section 9 of article I of the California Constitution prohibits the passage of a law resulting in an impairment of contract. The purpose of this Section 2.6(b) is to give notice that: (i) the Development Agreement (including this Financing Plan) is a contract between Developer and the City; (ii) the financing of the Qualified Project Costs and the Additional Community Facilities through the application of CFD Bond proceeds (which are secured by Facilities Special Taxes) and Remainder Taxes is an essential part of the consideration for the Development Agreement; (iii) the financing of Ongoing Maintenance Services through the application of Services Special Taxes is an essential part of the consideration for the Development Agreement; and (iv) any reduction in City's ability to levy and collect Project Special Taxes would materially impair the Development Agreement. To further preserve the Development Agreement, City agrees that: (y) until all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, it will not initiate or conduct proceedings under the CFD Act to reduce the Project Special Tax rates without Developer's written consent or if not otherwise legally compelled to do so (e.g., by a final order of a court of competent jurisdiction); and (z) if the voters adopt an initiative ordinance under section 3 of article XIIIC of the California Constitution that purports to reduce, repeal, or otherwise alter the Project Special Tax rates before all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, City will meet and confer with Developer to consider commencing and pursuing reasonable legal action to preserve City's ability to comply with this Financing Plan.

(c) Covenant to Foreclose. City will covenant with CFD bondholders to foreclose the lien of delinquent Facilities Special Taxes consistent with the general practice for community facilities districts in California and otherwise as determined by City in consultation with its underwriter or financial advisor for the CFD indebtedness and other consultants, subject to applicable laws.

(d) Reserve Fund Earnings. The Indenture for each issue of First Tranche CFD Bonds will provide that earnings on any reserve fund that are not then needed to replenish the reserve fund to the reserve requirement will be transferred to: (i) the CFD Bonds Project Account for allowed uses until it is closed in accordance

with the Indenture; then (ii) the debt service fund held by the Fiscal Agent under the Indenture.

(e) Authorization of Reimbursements. City will take all actions necessary to satisfy section 53314.9 of the Government Code or any similar statute subsequently enacted to use First Tranche CFD Bond proceeds and Remainder Taxes to reimburse Developer for: (i) CFD formation and First Tranche CFD Bond issuance deposits; and (ii) advance funding of Qualified Project Costs.

(f) Material Changes to the CFD Act. If material changes to the CFD Act after the Reference Date make CFD Bonds or Facilities Special Taxes unavailable or severely impair their use as a source for financing the Qualified Project Costs or Additional Community Facilities or Services Special Taxes unavailable or severely impair their use as a source of financing for Ongoing Maintenance Services, City and Developer will negotiate in good faith as to a substitute public financing program equivalent in nature and function to CFDs.

(g) CFD Goals. Until the CFD Conversion Date for the CFD, the City shall not change or amend the CFD Goals as they apply to the CFD if such changes or amendments adversely impact the Project or are inconsistent with this Financing Plan unless such changes or amendments are required under the Mello-Roos Act or other controlling State or federal law or, with respect to the CFD, as otherwise approved by Developer in its sole discretion.

(h) Private Placement of CFD Bonds. Subject to Board of Supervisors approval, upon Developer's written request, City shall consider CFD Bonds in a private placement to a small number of investors (which may include Developer and its Affiliates). In connection with any such private placement, City and the investors may agree upon terms regarding the security of the CFD Bonds other than as required by this Agreement, including, but not limited to, the 3:1 value-to-lien ratio of Section 2.4(c); provided, however, any CFD Bonds must have a debt service coverage-ratio of one hundred ten percent (110%) unless City consents to a lower amount. Consistent with the CFD Goals, the City will consider the appropriate categories of investors for any such CFD Bonds.

(i) No Credit Enhancement. So long as the value of property in the CFD is at least equal to the required value-to-lien ratio, the City shall not require the Developer or any property owner in the CFD to provide a letter of credit or other credit enhancement as security for the payment of the Facilities Special Taxes in the CFD.

(j) Acquisition Agreement. Contemporaneously with the formation of the CFD, Developer and City will enter into the Acquisition and Reimbursement Agreement that will apply to the acquisition and construction of the authorized improvements for the CFD. The Acquisition and Reimbursement Agreement shall be structured so that it is automatically applicable to any financing by special taxes levied in, or CFD Bonds issued for, all phases of the Project, without requiring any modifications to the Acquisition and Reimbursement Agreement or any further

approvals by the City. The Acquisition and Reimbursement Agreement shall contain an acknowledgment by the City and Developer as to the following:

(i) Developer may be constructing authorized improvements before CFD Bond proceeds and Remainder Taxes (herein, "**Funding Sources**") will be used to acquire them are available;

(ii) The City will inspect such improvements and process payment requests even if Funding Sources for the amount of pending payment requests are not then sufficient to satisfy them in full;

(iii) Authorized improvements may be conveyed to and accepted by the City or other Governmental Entity before the applicable payment requests are paid in full;

(iv) If the City or other Governmental Entity accepts authorized improvements before the applicable payment requests are paid in full, the unpaid balance will be paid when sufficient Funding Sources become available, and the Acquisition and Reimbursement Agreement will provide that the applicable payment requests for such improvements accepted by the City or other Governmental Entity may be paid: (A) in any number of installments as Funding Sources become available; and (B) irrespective of the length of time payment is deferred; and

(v) Developer's conveyance or dedication of authorized improvements to the City or other Governmental Entity before the availability of Funding Sources to acquire such improvements is not a dedication or gift, or a waiver of Developer's right to payment of such improvements under this Financing Plan or the Acquisition and Reimbursement Agreement.

(k) No Other Land-Secured Financings. Except to the extent required by law, other than the CFD, City shall not initiate formation of any land-secured financing district involving the levy of special taxes or assessments over any portion of the property in the Project without Developer's written consent which may be given in its sole discretion.

2.7 Ongoing Service Maintenance

(a) Baseline Maintenance Costs. The Parties agree that the Baseline Maintenance Costs shall be the sole responsibility of the City and shall not be paid for with Services Special Taxes without the consent of Developer during the term of the Development Agreement.

(b) Maintenance Budget. Not later than May 1 of each year following the Maintenance Commencement Date, City shall prepare a preliminary budget of the Estimated Maintenance Costs for the immediately succeeding Maintenance Period. The Estimated Maintenance Costs shall be determined by (i) estimating the costs of the Ongoing Maintenance Services to be incurred during the immediately succeeding Maintenance Period and (ii) subtracting (A) any funds and revenues that are received

for maintenance purposes, and (B) any funds on deposit in the Ongoing Maintenance Account that are not committed to the payment of Ongoing Maintenance Services during the current Maintenance Period.

(c) Delivery of Maintenance Budget. During the term of the Development Agreement, upon completion by City, the preliminary budget will promptly be delivered to Developer for review. Developer shall have fifteen (15) days to review and comment on the preliminary budget. City will duly evaluate and implement the reasonable suggestions made by Developer, and City shall distribute a final version of the budget to Developer (as finalized, the "**Maintenance Budget**"). The Maintenance Budget must be completed by no later than July 1 in any given year.

(d) Covenants. Developer agrees to establish covenants, conditions, and restrictions approved by the City, to be recorded in the Official Records before any portion of the Project Site is sold, obligating every owner of a Taxable Parcel in the Project Site to pay in perpetuity an amount equivalent to the Services Special Taxes if for any reason the CFD or its taxing powers are ever eliminated or reduced for any reason, including any vote of the qualified electors in the CFD.

2.8 CFD Limitations

(a) City and Developer agree that the CFD will be formed so that the proceeds of CFD Bonds and Remainder Taxes may be applied to accomplish, as applicable, the following goals in the manner set forth in this Financing Plan: to finance (i) Qualified Project Costs; (ii) Additional Community Facilities; and (iii) Ongoing Maintenance Services. To accomplish these goals, and subject to the limitations set forth in this Section 2.8, and in light of the Base Special Tax Rates and the CFD Goals:

(i) the CFD will be authorized to finance the Qualified Project Costs, Ongoing Maintenance Services and the Additional Community Facilities;

(ii) the term for levying Facilities Special Taxes will be established at no more than 84 years from the first issuance of CFD Bonds in the CFD, or such higher amount agreed to by the City and Developer;

(iii) the amount of authorized bonded indebtedness will be established to allow the issuance of the First Tranche CFD Bonds to finance Qualified Project Costs and the Second Tranche CFD Bonds to finance Additional Community Facilities; and

(iv) the Services Special Taxes will be levied in perpetuity.

(b) Until the CFD Conversion Date, CFD Bonds will be issued exclusively to finance Qualified Project Costs unless Developer, in its sole discretion, consents in writing to the issuance of CFD Bonds for the CFD to finance Additional

Community Facilities. After the CFD Conversion Date, City may issue CFD Bonds to finance Additional Community Facilities.

(c) City and Developer agree that, within the CFD, City shall not be obligated to issue First Tranche CFD Bonds (including refunding bonds) with a final maturity of later than the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds in the CFD without the approval of Board of Supervisors in its sole discretion. Unless City and Developer agree otherwise, any CFD Bonds issued to refund First Tranche CFD Bonds shall comply with applicable provisions of the CFD Act pursuant to which refunding bonds will not result in a reduction of the total authorized amount of the bonded indebtedness of the CFD and, in any event, the final maturity date of the refunding bonds shall not exceed the latest maturity date of the First Tranche CFD Bonds being refunded. The previous sentence shall not prevent the issuance of a series of First Tranche CFD Bonds for new money and refunding purposes, so long as the portion of the First Tranche CFD Bonds attributable to the refunding purpose meets the requirements of the previous sentence.

3. INTERPRETATION; DEFINITIONS

3.1 Interpretation of Agreement

(a) Development Agreement. This Financing Plan is a part of the Development Agreement and is subject to all of its general terms, including the rules of interpretation.

(b) Inconsistent Provisions. Developer and City intend for this Financing Plan to prevail over any inconsistent provisions relating to the financing structure for the Project and their respective financing-related obligations in any other document related to the Project.

3.2 Defined Terms

(a) Definitions. The following terms have the meanings given to them below or are defined where indicated.

"**Acquisition and Reimbursement Agreement**" means the agreement between Developer and City governing the terms of City's acquisition of authorized improvements and reimbursement of Qualified Project Costs, as the same may be modified or amended from time to time.

"**Additional Community Facilities**" means any public facilities that benefit or serve the Project Site and that may be financed by the City with Second Tranche CFD Bonds and Remainder Taxes under applicable law and in the manner set forth in this Financing Plan, including Future Sea Level Rise Improvements.

"**Affiliate**" is defined in the Development Agreement.

"**Base Facilities Special Tax Rate**" is defined in Section 2.3(d)(iv).

"**Base Services Special Tax Rate**" is defined in Section 2.3(d)(ii).

"**Base Special Tax Rates**" means, collectively, the Base Facilities Special Tax Rate and the Base Services Special Tax Rate.

"**Baseline Maintenance Costs**" means the costs to provide maintenance services to the City Maintained Facilities consistent with City custom for similar facilities throughout the City.

"**Board of Supervisors**" is defined in the Development Agreement.

"**Building**" means any structure to be constructed within the CFD, including structures that contain Taxable Parcels, commercial, industrial, science and technology, research and development, and office uses.

"**CFD**" means a community facilities district formed over all of the Project Site that is established under the CFD Act to finance Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services.

"**CFD Act**" means the San Francisco Special Tax Financing Law (Admin. Code ch. 43, art. X), which incorporates the Mello-Roos Act, as amended from time to time.

"**CFD Bonds**" means one or more series of bonds (including refunding bonds) secured by the levy of Facilities Special Taxes in the CFD, including First Tranche CFD Bonds and Second Tranche CFD Bonds.

"**CFD Bonds Project Account**" means the funds or accounts, however denominated, held by the Fiscal Agent under an Indenture containing the CFD Bond proceeds to be used to finance Qualified Project Costs and, when authorized pursuant to Section 2.8, Additional Community Facilities.

"**CFD Conversion Date**" means the earliest to occur of (i) the date that all Qualified Project Costs have been paid or reimbursed to Developer for the Project as a whole, or (ii) the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds in the CFD.

"**CFD Goals**" the Local Goals and Policies for Community Facilities Districts, approved by Board of Supervisors Resolution No. 387-09 in effect on the Reference Date, and, subject to Section 2.6(g), as amended from time to time.

"**CFD Maintained Facilities**" means the facilities identified on the Maintenance Matrix as being maintained by the Services Special Tax.

"**Change Proceedings**" means proceedings under section 53332 of the Mello-Roos Act initiated by Developer's petition.

"**City**" means the City and County of San Francisco.

"**City Maintained Facilities**" means the facilities identified on the Maintenance Matrix as being maintained by the City or other Governmental Entity.

"**Development Agreement**" means the Development Agreement by and between City and Developer relative to the India Basin Project.

"**Developed Property**" means, for both the Facilities Special Tax and the Services Special Tax, in any Fiscal Year, an assessor's parcel of Taxable Property for which a temporary certificate of occupancy has been issued on or before June 30 of the preceding Fiscal Year.

"**Developer**" is defined in the Development Agreement.

"**Estimated Maintenance Cost**" means the estimated costs of the Ongoing Maintenance Services for a Maintenance Period, as determined pursuant to Section 2.7(a).

"**Exempt Parcel**" means the Public Property. Exempt Parcel does not include an assessor's parcel that, immediately prior to the acquisition by City or other Governmental Entity, was a Taxable Parcel that City or any other Governmental Entity acquires by gift, devise, negotiated transaction, or foreclosure (including by way of credit bidding), or an assessor's parcel that, immediately prior to the acquisition by City, was a Taxable Parcel that City acquires under any right of reverter.

"**Facilities Special Tax**" means a special tax levied under the RMA that will be used to finance Qualified Project Costs and, following the CFD Conversion Date, Additional Community Facilities and Ongoing Maintenance Services, or to secure CFD Bonds the proceeds of which are used to finance Qualified Project Costs and Additional Community Facilities, including all delinquent Facilities Special Taxes collected at any time by payment or through foreclosure proceeds.

"**Financing Plan**" means this Financing Plan.

"**First Tranche**" means one or more series of CFD Bonds (including refunding bonds) issued prior to the CFD Conversion Date and secured by the levy of Facilities Special Taxes in the CFD.

"**Fiscal Agent**" means the fiscal agent or trustee under an Indenture.

"**Fiscal Year**" means the period commencing on July 1 of any year and ending on the following June 30.

"**Funding Sources**" is defined in Section 2.6(j).

"**Future Sea Level Rise Improvements**" means future improvements deemed necessary or appropriate by City to ensure that the shoreline, public facilities, and public access improvements will be protected should sea level rise at or near the Project Site.

"**Governmental Entity**" is defined in the Development Agreement.

"**Indenture**" means one or more indentures, trust agreements, fiscal agent agreements, financing agreements, or other documents containing the terms of any indebtedness that is secured by a pledge of and to be paid from Facilities Special Taxes.

"**Maintenance Budget**" is defined in Section 2.7(b).

"**Maintenance Commencement Date**" means the date that the first vertical development within the Project Site is Completed.

"**Maintenance Matrix**" means the India Basin Improvement Matrix agreed to the Parties before final formation of the CFD. A preliminary form of the Maintenance Matrix is attached to this Financing Plan as Exhibit A.

"**Maintenance Period**" means, in each year, the one-year period commencing July 1 and ending on June 30.

"**Mello-Roos Act**" means the Mello-Roos Community Facilities Act of 1982 (Cal. Gov't Code §§ 53311-53368), as amended from time to time.

"**Official Records**" is defined in the Development Agreement.

"**Ongoing Maintenance Account**" means a separate account created by City and maintained by City to hold all Services Special Taxes collected from the CFD to be used for financing Ongoing Maintenance Services during the applicable Maintenance Period, or to fund service reserves for future repair and replacement that are part of the normal maintenance operations.

"**Ongoing Maintenance Services**" means operation and maintenance of the CFD Maintained Facilities.

"**Person**" is defined in the Development Agreement.

"**Principal Payment Date**" means, (i) if CFD Bonds have not yet been issued for the CFD, September 1 of each year, and (ii) if CFD Bonds have been issued for the CFD, the calendar date on which principal or sinking fund payments on the CFD Bonds

are, in any year, payable (for example, if the principal amount of CFD Bonds are payable on September 1, the Principal Payment Date shall be September 1, regardless of whether principal payments are actually due in any particular year).

"**Project**" is defined in the Development Agreement.

"**Project Costs**" means the hard and soft costs of the following improvements: **[NTD: discuss CFD financing of privately-owned improvements]**

a. Public Streets (Griffith Street, New Hudson Avenue, Arelious Walker Drive, Earl Street, Beach Lane, Fairfax Lane, and Spring Plan)
b. All public and private utilities on the Project Site (including, but not limited to the stormwater treatment facilities and outfall, decentralized non-potable water reuse system, storm drain, domestic water, non-potable water, and joint trench facilities including sanitary sewer mains).
c. Public Open Space located within the 700 Innes Property (Big Green) and India Basin Open Space (including, but not limited to wetland enhancement, perched beach, boardwalk, and recreation areas).
d. Transitional Open Spaces – Privately owned, publicly accessible open spaces (including but not limited to Cove Terrace, Earl Path, Town Triangle, Transit Plaza, and East Shoreline)
e. Internal privately-owned publicly accessible open spaces (plazas pathways and stairs)
f. Innes Avenue street and intersection improvement between Griffith and Earl Streets.

"**Project Site**" is defined in the Development Agreement.

"**Project Special Taxes**" means, collectively, the Facilities Special Taxes and the Services Special Taxes in the CFD.

"**Public Property**" is defined in the Development Agreement.

"**Qualified**" when used in reference to Project Costs means the Project Costs and other authorized capital public facility costs, each to the extent authorized to be financed under the CFD Act, Tax Laws (if applicable), and this Financing Plan.

"**Reference Date**" is defined in the Development Agreement.

"**Remainder Taxes**" means, in each year, as of the day following the Principal Payment Date for the CFD, all Facilities Special Taxes collected prior to such date in the CFD in excess of the total of: (a) debt service on the outstanding CFD Bonds for the CFD due in the current calendar year, if any; (b) priority and any other reasonable administrative costs for the CFD payable in that Fiscal Year; (c) amounts levied to

replenish the applicable reserve fund as of the Principal Payment Date, including amounts reserved for reasonable anticipated delinquencies, if any, and (d) amounts needed to pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support and rebate payments on the Bonds.

"**Remainder Taxes Project Account**" is a separate account created by or on behalf of City for the CFD and maintained by or on behalf of City to hold all Remainder Taxes for the CFD to be used as set forth in this Financing Plan.

"**RMA**" means the rate and method of apportionment of special taxes for the CFD, adopted in accordance with the CFD Act.

"**Second Tranche**" means one or more series of CFD Bonds issued after the CFD Conversion Date and secured by the levy of Facilities Special Taxes in the CFD.

"**Special Tax Requirement**" is defined in Section 2.3(f).

"**Services Special Tax**" means a special tax levied in perpetuity under the RMA that will be used to finance Ongoing Maintenance Services, including all delinquent Services Special Taxes collected at any time by payment or through foreclosure proceedings. The Services Special Tax may be levied on Developed Property only.

"**State**" is defined in the Development Agreement.

"**Tax Laws**" means the Internal Revenue Code of 1986, as amended, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under said Internal Revenue Code.

"**Taxable Parcel**" means a lot or parcel within the CFD shown on an assessor's parcel map with an assigned assessor's parcel number that is not an Exempt Parcel.

"**Transitional Open Spaces**" has the meaning set forth in the Development Agreement.

"**Total Tax Obligation**" means, with respect to a Taxable Parcel at the time of calculation, the sum of: (a) the ad valorem taxes actually levied or projected to be levied if the Taxable Parcel were developed at the time of calculation; (b) the Project Special Tax Rates levied or projected to be levied if the Taxable Parcel were developed at the time of calculation; (c) all installments of special assessments if the Taxable Parcel were developed at the time of calculation; and (d) all other special taxes (based on assigned special tax rates) or assessments secured by a lien on the Taxable Parcel levied or projected to be levied if the Taxable Parcel were developed at the time of calculation.

"**Undeveloped Property**" means, in any Fiscal Year, Taxable Parcels in the CFD that are not Developed Property.

EXHIBIT A

MAINTENANCE MATRIX

EXHIBIT H

Housing Plan

EXHIBIT H TO DEVELOPMENT AGREEMENT

HOUSING PLAN

(INDIA BASIN)

TABLE OF CONTENTS

Page

1. DEFINITIONS 1
2. HOUSING DEVELOPMENT 4
   - 2.1. Residential Development at Full Build-Out 4
   - 2.2. Interim Residential Development 4
   - 2.3. Failure to Achieve Interim Requirements 5
   - 2.4. Development Process 5
3. 100% AFFORDABLE HOUSING PARCELS 7
   - 3.1. Conveyance to Affordable Housing Developer 7
   - 3.2. Affordable Housing Conveyance Agreement 7
   - 3.3. Credit for 100% Affordable Units 7
   - 3.4. No Other Developer Obligations 8
4. INCLUSIONARY HOUSING REQUIREMENTS 8
   - 4.1. Market-Rate Projects 8
   - 4.2. Financing 8
   - 4.3. Credit for Inclusionary Units 8
   - 4.4. Procedures for Monitoring and Enforcement 8
   - 4.5. Marketing 9
   - 4.6. Planning Code Section 415 9
   - 4.7. Outreach 10
5. INDIA BASIN AFFORDABLE HOUSING FEE 10
   - 5.1. Payment of India Basin Affordable Housing In-Lieu Fee 10
   - 5.2. Calculation of Fee 10
   - 5.3. Payment of Fee 10
   - 5.4. Use of Fees 11
6. PARKING REQUIREMENTS 11
   - 6.1. Parking Charge 11
7. MISCELLANEOUS 11
   - 7.1. Third-Party Beneficiaries 11
   - 7.2. Notices to MOHCD 11

SUMMARY

This Affordable Housing Plan (also referred to as the Housing Plan in the Development Agreement) is to ensure that at least 25% of all Residential Units built for the Project are affordable. Developer shall satisfy this requirement in any combination of the following options: (1) by conveying up to three (3) Development Parcels, at no cost, to an affordable housing developer for the construction of up to one hundred eighty (180) 100% Affordable Units; (2) by constructing on-site Inclusionary Units within Market-Rate Projects; and (3) by paying the India Basin Affordable Housing In-Lieu Fee on up to 300 Market-Rate Residential Units (which will, if paid on 300 Market-Rate Residential Units, be considered the equivalent of 75 Inclusionary Units as described below) . In recognition of the phased development of the Project, this Affordable Housing Plan requires that interim milestones be met before issuance of every 250th Temporary Certificate of Occupancy for a Residential Unit (or Building containing such Residential Unit) within the Project Site.

In addition, this Affordable Housing Plan establishes maximum affordability levels for 100% Affordable Units and Inclusionary Units. At each of the interim milestones and upon full build out of the Project Site, (1) the rental rate for the affordable Rental Units must not exceed, on average, a rate that is affordable to households earning one hundred ten percent (110%) of AMI, and (2) the purchase price for the affordable For Sale Units must not exceed, on average, an amount that is affordable to households earning one hundred twenty percent (120%) of AMI.

All in lieu fees generated by the Project Site will be applied by MOHCD to affordable housing in Supervisorial District 10.

1. DEFINITIONS.

The following terms in this Housing Plan have the meanings given to them below. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Affordable Housing Plan.

"**100% Affordable Housing Parcel**" means a Development Parcel that Developer elects to convey to an Affordable Housing Developer for construction of a 100% Affordable Housing Project.

"**100% Affordable Housing Project**" means the building that an Affordable Housing Developer builds on a 100% Affordable Housing Parcel in which all of the Residential Units are restricted to an Affordable Housing Cost, with the exception of the manager's unit. The inclusion of associated and ancillary uses, such as ground floor retail, child care, social services, parking, or other tenant-serving uses will not affect the designation of the building as an Affordable Housing Project.

"**100% Affordable Units**" means the Residential Units restricted to an Affordable Housing Cost and located within a 100% Affordable Housing Building. All of the requirements in this Affordable Housing Plan that apply to Inclusionary Units shall apply to the 100% Affordable Units, with the exception that they will not be located within a Market-Rate Project.

"**4% LIHTC**" means tax credits available for affordable housing development under the Tax Code.

"**Affordable Housing Conveyance Agreement**" is defined in Subsection 3.2 (Affordable Housing Conveyance Agreement).

"**Affordable Housing Cost**" means (a) with respect to a Rental Unit, a monthly rental charge (including the Utility Allowance applicable to the Household Size of such Rental Unit but excluding Parking Charges) that does not exceed thirty percent (30%) of the maximum Area Median Income percentage permitted for the applicable type of Residential Unit, based upon Household Size; and

(b) with respect to a For-Sale Residential Unit, a purchase price based upon (i) the AMI restriction applicable to such For-Sale Residential Unit, (ii) total payment of no more than thirty-three percent (33%) of gross monthly income, including payments for taxes, insurance, homeowner or association's fees and related costs, (iii) a mortgage interest rate that is the ten (10) year rolling average of 30-year interest rate data provided by Freddie Mac, and (iv) a ten percent (10%) down payment assumption. An Affordable Housing Cost will not exceed an amount that is twenty percent (20%) below the average rental charge or sales price for market-rate units within Supervisorial District 10. The methodology for determining Affordable Housing Cost shall be as set forth in the MOHCD Manual, as updated from time to time, except to the extent it conflicts with the above definition.

"**Affordable Housing Developer**" means a qualified developer selected by Developer and reasonably approved by MOHCD to develop an 100% Affordable Housing Parcel.

"**AMI**" or "**Area Median Income**" when used in reference to Inclusionary Units and 100% Affordable Units means the current unadjusted median income for the San Francisco area as published by HUD, adjusted solely for Household Size. If HUD ceases to publish the AMI data for San Francisco for eighteen (18) months or more, MOHCD and Developer will make good faith efforts to agree on other publicly available and credible substitute data for AMI.

"**Deferral Surcharge**" is defined in Subsection 6.3 (Payment of Fee).

"**Development Parcel**" means a Market-Rate Parcel or a 100% Affordable Housing Parcel.

"**Final Affordable Percentage**" is defined in Subsection 2.1(b) (Final Affordable Percentage).

"**Final Completion of all Residential Projects**" means the date that a Temporary Certificate of Occupancy has been issued for all Residential Units to be developed on the Project Site under the Development Agreement, covering all Development Parcels.

"**Final Requirements**" means the Final Affordable Percentage is met, at the Maximum Average AMI, at the Completion of the 1,250th all Residential Unit and at all times thereafter.

"**First Construction Document**" means the first building permit or site permit and addendum for Buildings that authorizes its construction to begin, and expressly excluding any construction permit for site preparation (*e.g.,* demolition or relocation of existing structures, excavation and removal of contaminated soils, fill, grading, soil compaction and stabilization, and construction fencing and other security measures).

"**For-Rent**" or "**Rental Unit**" means a Residential Unit that is not a For Sale Unit."**For-Sale**" or "**Sale Unit**" means a Residential Unit that is intended at the time of completion of construction to be offered for sale, e.g., as a condominium, for individual unit ownership, and then is sold to an individual or household.

"**household**" means one or more related or unrelated individuals who live together in a Residential Unit as their primary dwelling.

"**Household Size**" means the number of persons in a household occupying a Residential Unit as calculated under the MOHCD Manual.

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

"**In Lieu Fee Credit**" is defined in Section 5.2(a) (Calculation and Timing of Fee).

"**Inclusionary Unit**" means a Residential Unit constructed in a Market-Rate Project with a Restrictive Covenant that (i) for a Rental Unit, is restricted to an Affordable Housing Cost not exceeding an AMI that, when averaged with the For-Rent 100% Affordable Units and other For-Rent Inclusionary Units does not exceed the Maximum Average AMI for Rental Units, and (ii) for a For Sale Unit, is

restricted to an Affordable Housing Cost not exceeding an AMI that, when averaged with For-Sale 100% Affordable Units and other For-Sale Inclusionary Units, does not exceed the Maximum Average AMI for For-Sale Units.

"**India Basin Affordable Housing In-Lieu Fee**" is defined in Subsection 5.1 (Payment of India Basin Affordable Housing In-Lieu Fee).

"**Interim Affordable Housing Construction Deadline**" is defined in Subsection 3.2(c) (Affordable Housing Conveyance Agreement).

"**Interim Affordable Percentage**" is defined in Subsection 2.2(b)(i) (Required Interim Threshold).

"**Interim Measurement Date**" is defined in Subsection 2.2(b) (Required Interim Threshold).

"**Interim Requirements**" means that the Interim Affordable Percentage and the applicable Maximum Average AMI requirements of Section 2.2 are satisfied on each Interim Measurement Date.

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

"**Market-Rate Parcel**" means a Development Parcel other than a 100% Affordable Housing Parcel on which development of residential use is permitted.

"**Market-Rate Project**" means a Residential Project constructed by Developer that contains Market-Rate Units, and potentially Inclusionary Units, and may include other uses permitted under the SUD.

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

"**Market-Rate Unit**" means any Residential Unit constructed within the Project Site that is not subject to affordability restrictions under this Affordable Housing Plan.

"**Marketing and Operations Guidelines**" is defined in Subsection 5.5(a) (Generally).

"**Maximum Affordable Housing AMI**" is defined in Subsection 3.2(d) (Affordable Housing Conveyance Agreement).

"**Maximum Average AMI**" is defined in Subsection 2.1(b) (Final Affordable Percentage and Affordability Levels).

"**Minimum 100% Affordable Units**" is defined in Subsection 3.2(c) (Affordable Housing Conveyance Agreement).

"**MOHCD Manual**" is defined in Subsection 5.4(a) (Procedures for Monitoring and Enforcement).

"**Parking Space**" means a parking space constructed by or on behalf of Developer or an Affordable Housing Developer.

"**Residential Project**" means any Building that includes Residential Units.

"**Residential Unit**" means a room or suite of two or more rooms that is designed for residential occupancy for 32 consecutive days or more, including provisions for sleeping, eating and sanitation, for not more than one family.

"**Restrictive Covenant**" means a recorded document permanently encumbering a Market-Rate Project or a 100% Affordable Housing Project that (i) for Market-Rate Project, specifies the number and location of Inclusionary Units and required affordability levels in accordance with this Affordable Housing Plan, and (ii) for a 100% Affordable Housing Project, specifies that all of the Residential Units (other than the manager's unit) are restricted to an Affordable Housing Cost. The form of the Restrictive Covenants shall generally be consistent with the forms used by MOHCD under Section 415, with such modifications (i) as needed to conform to this Affordable Housing Plan, and (ii) to limit the term and to make other adjustments as needed for any Inclusionary Units or 100%

Affordable Units that are financed with 4% LIHTC. Any other material deviations from MOHCD's forms will be subject to MOHCD's review and approval.

"**Section 415**" means the City's Inclusionary Affordable Housing Program (Planning Code sections 415 and 415.1 through 415.11), as amended from time to time.

"**Substantially Completed**" means, with respect to any Residential Unit a Temporary Certificate of Occupancy has been issued for such Residential Unit.

"**Utility Allowance**" means a dollar amount determined in a manner acceptable to the California Tax Credit Allocation Committee, which may include an amount published periodically by the San Francisco Housing Authority or successor based on standards established by HUD, for the cost of basic utilities for households, adjusted for Household Size. If both the San Francisco Housing Authority and HUD cease publishing a Utility Allowance, then Developer may use another publicly available and credible dollar amount approved by MOHCD.

2. HOUSING DEVELOPMENT

2.1. Residential Development at Full Build-Out.

(a) Total Residential Units. The maximum number of Residential Units permitted on the Project Site is one thousand five hundred seventy-five (1,575) Residential Units.

(b) Final Affordable Percentage and Affordability Levels. Upon Final Completion of all Residential Projects, (i) the sum of the Inclusionary Units, the 100% Affordable Units and the In Lieu Fee Credits equals or exceeds twenty-five percent (25%) of the total number of Residential Units constructed on the Project Site (the "**Final Affordable Percentage**"), (ii) for Rental Units, the 100% Affordable Units and Inclusionary Units, taken together, are restricted, on average, at an Affordable Housing Cost that does not exceed one hundred ten percent (110%) of AMI, and (iii) for For-Sale Units, the 100% Affordable Units and Inclusionary Units, taken together, are restricted, on average, at an Affordable Housing Cost that does not exceed one hundred twenty (120%) of AMI (clauses (ii) and (iii), in either case, the "**Maximum Average AMI**").

(c) All Residential Units with a Temporary Certificate of Occupancy shall be counted toward the "total number of Residential Units constructed on the Project Site" for purposes of calculating the Interim Affordable Percentage and the Final Affordable Percentage, as applicable. All Inclusionary Units and 100% Affordable Units will be counted for purposes of calculating the Maximum Average AMI at each Interim Measurement Date and at Final Completion of all Residential Projects.

2.2. Interim Residential Development.

(a) Phasing Effect. The Parties understand that, in connection with the Project phasing, Developer will have flexibility in assigning affordability restrictions and permitting payment of the India Basin Affordable Housing In Lieu Fee on Development Parcels, so long as the Interim Requirements and the Final Requirements are satisfied.

(b) Interim Requirements. Upon the issuance of a Temporary Certificate of Occupancy for the Residential Units described in Table 2.2(b) below (each, an "**Interim Measurement Date**"):

(i) The sum of the Inclusionary Units, 100% Affordable Units (including, without limitation, the Upfront Credits) and In Lieu Fee Credits, as a percentage of the total Residential Units within the Project Site that are Substantially Completed (or, in the case of the In Lieu Fee Credits, for which the India Basin Affordable Housing In-Lieu Fee has been paid), must equal or exceed the interim affordable percentage described in Table 2.2(b) below (each, an "**Interim Affordable Percentage**"); and

(ii) The Maximum Average AMI of the Inclusionary and the 100% Affordable Rental Units that are Substantially Completed, and the Maximum Average AMI as applied to For-Sale Units that are Substantially Completed, must be satisfied.

(iii) Notwithstanding the language in subsection (i) above regarding Substantial Completion, tor purposes of determining whether the Interim Requirements have been satisfied, Developer shall be given credit for 100% Affordable Units in accordance with Section 3.3.

Table 2.2(b): Interim Affordable Percentage

Upon issuance of a Temporary Certificate of Occupancy for:	Interim Affordable Percentage must equal or exceed:
250th Residential Unit	20.0%
500th Residential Unit	20.0%
750th Residential Unit	22.5%
1,000th Residential Unit	22.5%
1,250th Residential Unit, and at all times thereafter	25.0%
1,500th Residential Unit	25.0%

2.3. Failure to Achieve Interim Requirements. If the Interim Requirements are not satisfied on an Interim Measurement Date, then the City will have no obligation to issue Temporary Certificates of Occupancy or Later Approvals unless and until (i) the issuance of a Temporary Certificate of Occupancy would cause the Interim Requirements to be met (*e.g.*, issuance to a Market-Rate Project containing the requisite Inclusionary Units), (ii) MOHCD has approved, in its sole discretion, a development plan designed to achieve the applicable Interim Requirements within the next Development Parcels, or (iii) in the case of a failure to achieve an Interim Affordable Percentage, Developer has paid the India Basin Affordable Housing In-Lieu Fee on a sufficient number of Residential Units to cause the Interim Affordable Percentage to be satisfied. Notwithstanding the foregoing to the contrary, in no event shall a Temporary Certificate of Occupancy or Later Approval be withheld for any 100% Affordable Housing Project. For the avoidance of doubt, if Developer elects to pay the India Basin Affordable Housing In-Lieu Fee pursuant to clause (iii) above with respect to a Market-Rate Project containing Inclusionary Units, and thereafter obtains a Temporary Certificate of Occupancy for such Inclusionary Units, then for purposes of calculating the Interim Affordable Percentage and the Final Affordable Percentage, Developer shall receive credit for both the India Basin Affordable Housing In-Lieu Fee and the Inclusionary Units.

2.4. Development Process.

(a) Phases of Development. Developer proposes to construct the Project in discrete Development Phases, as more particularly described in the Development Agreement, subject to revision in accordance with the Development Agreement. Because of the flexibility provided to Developer under this Affordable Housing Plan, Developer shall not transfer any real property within the Project Site without identifying, with specificity, (i) the minimum and maximum number of Residential Units that will be developed on the real property transferred, (ii) the required number or

percentage of Inclusionary Units and 100% Affordable Units, and the maximum AMI levels for the Inclusionary Units and 100% Affordable Units (iii) the number of In-Lieu Fee Credits available to the transferee, and (iv) otherwise comply with all applicable provisions of the Development Agreement, including Article 12. For each approved Development Phase, there shall be no more than one (1) Developer responsible for Completion of the Infrastructure (other than the Transferable Infrastructure), and that Developer will also be responsible for gathering and providing to City the information required to complete the housing data table and map in subparagraph (b) below. Upon any transfer of the entirety of a Development Phase, the Developer responsible for Completion of the Infrastructure (other than the Transferable Infrastructure) in such Development Phase will reasonably cooperate and provide information as required to all other Developers, as needed, to complete their respective housing data tables. Finally, if there is more than one (1) Developer within a Development Phase (or the Project), each such Developer acknowledges and understands the City's rights and remedies for failure to meet the Interim Requirements as set forth in Section 2.3 hereof and Sections 9.4.2 and 9.4.4 of the Development Agreement, and therefore that it may be impacted by the City's right to withhold Temporary Certificates of Occupancy and Later Approvals in accordance with Section 2.3 hereof and Sections 9.4.2 and 9.4.4 of the Development Agreement based upon the failure of another Developer within the Project to satisfy the Interim Requirements.

(b) Housing Data Table. To track Developer's obligations under this Affordable Housing Plan, at the time Developer submits a Development Phase application to the City, it will provide the Planning Director with a housing data table and map that tracks Developer's obligations hereunder. The housing data table will be subject to the MOHCD Director's approval, not to be unreasonably withheld. In addition, the MOHCD Director may review and provide comments on the map. Whenever Developer changes the development program in a manner that changes the information in a previously approved housing data table or map, it will update the housing data table or map and provide a copy to MOHCD with an explanation of the changes. Each map will show the proposed location of the Residential Units in the Development Phase by type (i.e., Market-Rate Unit, Inclusionary Unit, 100% Affordable Unit), and any proposed application of In-Lieu Fee Credits. Each housing data table must include the following information:

(i) An estimate, based on then-current market conditions, of the number of Residential Units to be constructed in the current Development Phase (including the number of Inclusionary and 100% Affordable Units and In-Lieu Fee Credits) and, to the extent known, the anticipated housing tenure (rental vs. ownership);

(ii) The number of Residential Units anticipated to be constructed in all prior Development Phases for which Developer has obtained a Tentative Subdivision Map approval but for which the City has not issued a Temporary Certificate of Occupancy;

(iii) The number of Residential Units in all prior Development Phases for which the City has issued a Temporary Certificate of Occupancy and the proposed housing tenure (rental vs. ownership) of those Residential Units;

(iv) The sum of the following taken as a percentage of the total Residential Units within the Project Site as of the date of the applicable Housing Data Table submittal: (a) the Inclusionary Units for which a Temporary Certificate of Occupancy has been issued, (b) 100% Affordable Units for which a Temporary Certificate of Occupancy has been issued; (c) Upfront Credits taken in accordance with Section 3.3; (d) the number of Residential Units for which the India Basin Affordable Housing In-Lieu Fee has been paid; and (e) the Inclusionary Units and 100% Affordable Units that do not have a temporary certificate of occupancy but for which a Restrictive Covenant has been recorded.

(v) The average AMI calculated separately for Rental Projects and For Sale Projects for (i) all 100% Affordable Units that have obtained a Temporary Certificate of Occupancy as of the date of the applicable Housing Data Table, (ii) all Inclusionary Units that have obtained a Temporary Certificate of Occupancy as of the date of the applicable Housing Data Table, (iii) the number of Residential Units for which the India Basin Affordable Housing In-Lieu Fee has been paid as of the date of the applicable Housing Data Table; and (iv) the AMI levels for 100% Affordable Units and Inclusionary Units that do not have a Temporary Certificate of Occupancy but for which a Restrictive Covenant has been recorded.

To the extent any of the above information is estimated at the time of the Development Phase Application, Developer will not transfer a parcel that will include Residential Units to another Developer without providing to MOHCD an update to the housing data table and map that describes the affordable housing obligations relating to the transferred property, together with the most current information regarding Developer's plan to satisfy the applicable Interim Requirements by the next Interim Measurement Date.

3. 100% AFFORDABLE HOUSING PARCELS

3.1. Conveyance to Affordable Housing Developer. Developer may elect to convey up to three (3) Development Parcels to an Affordable Housing Developer for the development of a 100% Affordable Housing Project containing up to one hundred eighty (180) 100% Affordable Units in the aggregate. Developer shall receive credit in accordance with this Article 3 towards the Final Affordable Percentage, the Interim Affordable Percentage, and the Maximum Average AMI for the 100% Affordable Units constructed or to be constructed on such Affordable Housing Parcel.

3.2. Affordable Housing Conveyance Agreement. The conveyance of an 100% Affordable Housing Parcel (either in fee or ground lease) will be pursuant to a written conveyance or option agreement (an "**Affordable Housing Conveyance Agreement**"), pursuant to which, among other things, Developer and the Affordable Housing Developer covenant and agree that:

(a) Developer shall convey the 100% Affordable Housing Parcel (or other right of control) to the Affordable Housing Developer at no cost, excluding payment of customary transaction costs;

(b) the Affordable Housing Developer shall construct and obtain a Temporary Certificate of Occupancy for a minimum number of 100% Affordable Units to be set forth in such Affordable Housing Conveyance Agreement (the "**Minimum 100% Affordable Units**"); and

(c) the Affordable Housing Developer shall rent or sell, as applicable, the 100% Affordable Units at levels affordable to households with incomes not exceeding a maximum AMI to be set forth in such Affordable Housing Conveyance Agreement (the "**Maximum Affordable Housing AMI**") for the life of the Affordable Housing Project.

3.3. Credit for 100% Affordable Units. For purposes of calculating whether the Interim Affordable Percentage and the Maximum Average AMI have been satisfied as of any Interim Measurement Date, Developer shall receive credit for the 100% Affordable Units in either of the following manners, at Developer's election:

(a) Upon Conveyance. (i) One-third (1/3) of the Minimum 100% Affordable Units (the "**Upfront Credits**"), at the Maximum Affordable Housing AMI, upon conveyance of the 100% Affordable Housing Parcel to an Affordable Housing Developer and recordation of a Restrictive Covenant memorializing the requirements as set forth in the Affordable Housing Conveyance Agreement; and (ii) the remainder of the 100% Affordable Units actually constructed, at the affordability levels at which the 100% Affordable Units are actually offered to the public, upon

issuance of a Temporary Certificate of Occupancy for the applicable 100% Affordable Housing Project; or

(b) Upon Commencement. All of the 100% Affordable Units to be constructed within the 100% Affordable Housing Project upon (i) commencement of vertical construction (following conveyance and the recordation of a Restrictive Covenant), and (ii) delivery to MOHCD of security in form and substance acceptable to MOHCD.

3.4. No Other Developer Obligations. Developer's sole obligations with respect to development of 100% Affordable Housing Projects on the 100% Affordable Housing Parcels are those set forth in this Article and any Affordable Housing Conveyance Agreement. Nothing in this Affordable Housing Plan requires Developer to contribute funds to MOHCD or any other person to complete the 100% Affordable Housing Projects. But failure to commence or complete a 100% Affordable Housing Project may impact Developers within the Project Site if, as a result, the Interim Requirements are not satisfied by an Interim Measurement Date.

4. INCLUSIONARY HOUSING REQUIREMENTS

4.1. Market-Rate Projects. Developer may elect, but shall not be obligated to, provide Inclusionary Units within one or more Market-Rate Projects, so long as the Interim Requirements and the Final Requirements of this Affordable Housing Plan are otherwise satisfied as and when required hereunder. Within any such Market-Rate Project, there will be no minimum number of Inclusionary Units nor any maximum affordability level so long as the Interim Requirements are met by each Interim Measurement Date, and the Final Requirements are met on a Project Site-wide basis. Any such election shall be memorialized in a recorded Restrictive Covenant prior to commencement of construction.

4.2. Financing. Developer is responsible for financing the development of the Inclusionary Units included within the Market-Rate Projects and may access financing sources, including sources of below market rate housing financing, to the extent the Market-Rate Project qualifies for any such available financing. The City has no obligation to provide any funding to any Market-Rate Project or Affordable Housing Project under this Affordable Housing Plan.

4.3. Credit for Inclusionary Units. Upon issuance of a Temporary Certificate of Occupancy for any Inclusionary Unit, Developer shall receive credit under this Affordable Housing Plan for such Inclusionary Unit, at the affordability level set forth in the applicable Restrictive Covenant.

4.4. Procedures for Monitoring and Enforcement.

(a) Subject to clause (b) of this Subsection, procedures for renting or selling an Inclusionary Unit must conform to the *City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual*, as amended from time to time (the "**MOHCD Manual**").

(b) To the extent that the MOHCD Manual (as it may be amended from time to time) is inconsistent with or conflicts with the specific requirements of this Affordable Housing Plan, this Affordable Housing Plan will prevail. Accordingly, MOHCD agrees that a Developer of a Market-Rate Project may proceed under the following provisions.

(i) All Inclusionary Units must be on the Project Site. Developer will have no off-site option.

(ii) Units shall be designated in accordance with Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing Program).

(iii) Parking spaces shall be made available to households renting Inclusionary Units at the same ratio of Parking Spaces to Market-Rate Units in the applicable Market-

Rate Project. All parking spaces made available to households renting Inclusionary Units will be offered and priced in accordance with the MOHCD Manual.

(c) The maximum monthly parking rate for an Inclusionary Unit will be equal to the ratio of the Inclusionary Unit's rent as compared to rent for an equivalent (determined by factors including square footage, number of bedrooms, and location within the Market-Rate Project) Market-Rate Unit. For example, if the equivalent Market-Rate Unit's monthly rent is $3,000 and the Inclusionary Unit's monthly rent is $1,500, the permitted parking rate for a tenant in the Inclusionary Unit would be fifty percent (50%) of market-rate Parking Charge. Parking Charges may be adjusted in concert with market rate adjustments, but no more than annually.

4.5. Marketing.

(a) Generally. Developer may not market or rent Market-Rate Units (excluding those within a Market-Rate Project containing no Inclusionary Units), Inclusionary Units or 100% Affordable Units until MOHCD has approved, in its reasonable discretion, the following: (i) Marketing and Operations Guidelines, which must include any preferences required by the MOHCD Manual or this Affordable Housing Plan; (ii) conformity of the proposed Affordable Housing Cost for Inclusionary Units with this Affordable Housing Plan; and (iii) project-specific eligibility and income qualifications for tenant households (collectively, "**Marketing and Operations Guidelines**").

(b) Marketing and Operations Guidelines.

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

(ii) MOHCD will review and grant or withhold its approval of each set of Marketing and Operations Guidelines in its reasonable judgment within thirty (30) days after it is delivered. All marketing, outreach and sales or lease procedures shall be in compliance with the MOHCD Manual, except to the extent a deviance is approved by MOHCD as part of the Marketing and Operations Guidelines.

(c) Restrictive Covenant. Each Restrictive Covenant for a Market-Rate Parcel to be developed as a Market-Rate Rental Project must include the following.

(i) the total number of Residential Units and the number and location of the Inclusionary Units, with the maximum AMI level for each Inclusionary Unit, that the Vertical Developer intends to build on the Market-Rate Parcel;

(ii) a requirement to provide and maintain the Inclusionary Units at the specified AMI levels for the life of the Market-Rate Rental Project;

(iii) for Rental Units, a covenant to keep the Inclusionary Units as Rental Units for a period that is the greater of (A) the life of the Market-Rate Rental Project and (B) fifty-five (55) years from issuance of a Temporary Certificate of Occupancy for such Inclusionary Units; and

(iv) the City as a third party beneficiary, with the right to enforce the restrictions and receive attorneys' fees and costs in any enforcement action.

4.6. Planning Code Section 415. Due to the detail set forth in this Affordable Housing Plan, and the differences between the City's inclusionary program under Section 415 and this Affordable Housing Plan, the Parties have not imposed all of the requirements of Section 415 into this Agreement. However, the Parties acknowledge and agree that (i) the location of the Inclusionary Units within a Market-Rate Project shall be approved by the City in accordance with the standards and practices established for Section

415, (ii) all Inclusionary Units and 100% Affordable Units will be subject to the lottery system established by MOHCD under Section 415, (iii) MOHCD will monitor and enforce the requirements applicable to Inclusionary Units under this Article 4 in accordance with Planning Code Section 415.9, except that all references to Section 415 will be deemed to refer to the requirements under this Affordable Housing Plan, and (iv) to the extent there are implementation issues that have not been addressed in this Housing Plan, then the provisions of Section 415 and the MOHCD Manual shall govern and control such issues. To the extent Section 415 is incorporated into and applies to actions under this Affordable Housing Plan, it will mean Section 415 as it is amended from time to time, except to the extent any amendment conflicts with the express provisions of this Affordable Housing Plan.

4.7. Outreach. Given the Project's Site's location, the Parties desire that, to the greatest extent permitted by MOHCD's then-applicable policies and procedures, pre-marking and marketing programs for Inclusionary Units constructed on the Market-Rate Parcels target residents of Supervisorial District 10 and/or residents residing within one-half (0.5) miles of the Project Site. In addition, the Parties desire that residents of District 10 and residents residing within one-half (0.5) miles of the Project Site be given the maximum neighborhood preference for leasing or acquisition, as applicable, of Inclusionary Units permitted under MOHCD's then-applicable policies and procedures.

5. INDIA BASIN AFFORDABLE HOUSING FEE.

5.1. Payment of India Basin Affordable Housing In-Lieu Fee. Developer may elect to pay an affordable housing fee (the "**India Basin Affordable Housing In-Lieu Fee**") on not more than 300 Residential Units in the aggregate. In consideration of these requirements, in the event of any inconsistencies regarding the collection of fees under Section 415 from the Project Site and this Agreement, then this Agreement will prevail.

5.2. Calculation and Timing of Fee.

(a) The initial India Basin Affordable Housing In-Lieu Fee rate will be $61 per gross square foot, payable on those Residential Units for which Developer elects to pay the India Basin Affordable Housing In-Lieu Fee. Upon payment of the India Basin Affordable Housing In-Lieu Fee, Developer will receive credit (an "**In Lieu Fee Credit**") equal to one quarter, or twenty-five percent (25%), of an Inclusionary Unit. In other words, In Lieu Fee Credits paid for every four (4) Residential Units will equal one Inclusionary Unit for purposes of the Interim Requirements and the Final Requirements. There will be no AMI calculation as it relates to the In Lieu Fee Credits and, for purposes of calculating the Maximum Average AMI at any time, only the AMI levels on the Inclusionary and 100% Affordable Units will be considered.

(b) During the Initial Term (as extended by Litigation Extension, if any), the India Basin Affordable Housing In-Lieu Fee rate will be adjusted annually in accordance with Planning Code section 409(b) (as section 409(b) is in effect as of the Effective Date), based on the Annual Infrastructure Construction Cost Inflation Estimate (AICCIE) published by Office of the City Administrator's Capital Planning Group and approved by the Capital Planning Committee. Adjustments after the Initial Term (as extended by Litigation Extension, if any) will be made as set forth in Section 5.7 of the Development Agreement.

5.3. Payment of Fee. The City will collect the India Basin Affordable Housing In-Lieu Fee from Developer as a condition to issuance of the First Construction Document for each Market-Rate Project for which Developer has elected to pay the India Basin Affordable Housing In-Lieu Fee; provided, however, if then permitted under Section 415, Developer may elect to defer payment of the India Basin Affordable Housing In-Lieu Fee to a due date prior to the issuance of the first certificate of occupancy subject to payment of any deferral surcharge then required by Section 415 (the "**Deferral Surcharge**"). The India Basin Affordable Housing In-Lieu Fee and the Deferral Surcharge, if applicable, shall be payable to DBI's Development Fee Collection Unit for application as set forth in Section 5.4 of this Affordable Housing Plan.

5.4. Use of Fees. MOHCD will use all India Basin Affordable Housing In-Lieu Fees collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD. Any Deferral Surcharge shall be deposited into the Citywide Affordable Housing Fund.

6. PARKING REQUIREMENTS

6.1. Parking Charge.

(a) Discretion to Set Rates. Developer (for Market-Rate Parcels) will determine, in its sole discretion, the parking charge for Parking Spaces within the applicable Market-Rate Parcel, subject to Subsection 6.1(b) (Limitations on Rates).

(b) Limitations on Rates. Developer must not charge renters or owners of Inclusionary Units any fees, charges, or costs, or impose rules, conditions, or procedures on such renters or owners that do not equally apply to all market-rate renters or owners. In addition, the parking charge for all Inclusionary Units and for 100% Affordable Units will determined in accordance with the MOHCD Manual.

7. MISCELLANEOUS

The following provisions apply to this Agreement in addition to those in Article 14 of the Development Agreement (Miscellaneous Provisions).

7.1. Third-Party Beneficiaries. The Parties agree that the City, acting through MOHCD, is a third-party beneficiary of this Affordable Housing Plan, with the same rights and obligations as if it were a party. Except to the extent set forth in the immediately preceding sentence, there are no express or implied third-party beneficiaries of this Affordable Housing Plan.

7.2. Notices to MOHCD. Notices given under this Affordable Housing Plan are governed by [Section 14.11 (Notice) of the Development Agreement]. Notices to MOHCD must be addressed as specified below.

To MOHCD:	Mayor's Office of Housing and Community Development 1 South Van Ness Avenue, Floor 5 San Francisco, CA 94102 Attn: Director
With a copy to:	Dennis J. Herrera, Esq. City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Attn: RE/Finance

7.3. Severability. If any provision of this Affordable Housing Plan, or its application to any Person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Affordable Housing Plan or the application of such provision to any other Person or circumstance, and the remaining portions of this Affordable Housing Plan shall continue in full force and effect. Without limiting the foregoing, in the event that any applicable law prevents or precludes compliance with any term of this Affordable Housing Plan, the Parties shall promptly modify this Affordable Housing Plan to the extent necessary to comply with such law in a manner that preserves, to the greatest extent possible, the benefit to each of the Parties. In connection with the foregoing, the

Parties shall develop an alternative of substantially equal, but not greater, cost to Developer or material increase in Developer's obligations, and substantially equal, but not less, benefit to City.

EXHIBIT I

Infrastructure Plan

INDIA BASIN

INFRASTRUCTURE PLAN

August 10, 2018

Compiled By:

BKF Engineers

BKF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

Authors:

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TABLE OF CONTENTS

1. INTRODUCTION / PROJECT DESCRIPTION 1
1.1 Purpose 1
1.2 Project Description 1
1.3 Land Use 2
1.4 Infrastructure Plan Overview 3
1.5 Property Acquisition, Dedication, and Easements 4
1.6 Project Datum 5
1.7 Master Plans 5
1.8 Conformance with EIR and Entitlements 5
1.9 Applicability of Codes and Standards 5
1.10 Project Phasing 6
1.11 Acceptance of Phased Infrastructure 7
1.12 Operation and Maintenance 7

2. SUSTAINABILITY 8

3. ENVIRONMENTAL REMEDIATION 10

4. DEMOLITION, DECONSTRUCTION AND BUILDINGS TO REMAIN 11
4.1 Scope of Demolition 11
4.2 Demolition Phasing 11
4.3 Historic Buildings 11
4.4 Buildings to Remain 11

5. SEA LEVEL RISE 12
5.1 Sea Level Rise Introduction 12
5.2 Adaptive Management Approach 12
5.3 Initial Infrastructure Design 13
5.3.1 Building Pads 13
5.3.2 Open Space 13
5.3.3 Storm Water System Design 14
5.4 Infrastructure Adaptation for Future Sea Level Rise 14
5.4.1 Building Pads 14
5.4.2 Open Space 14
5.4.3 Stormwater System 14
5.4.4 Stormwater Management 14
5.5 Sea Level Rise Monitoring Program 15
5.5.1 Decision Making Framework 15
5.5.2 Funding Mechanism 15

6. GEOTECHNICAL CONDITIONS 16
6.1 Existing Site Geotechnical Conditions 16
6.2 Site Geotechnical Approach 18
6.3 Phases/Schedule of Design Level Geotechnical Investigations 20

7. SITE GRADING 21
7.1 Existing Site Conditions 21
7.2 Proposed Grading Requirements 21
7.2.1 Roadway Areas 21
7.3 Proposed Site Grading Design 22
7.4 Proposed Site Grading Conforms 22
7.5 Overland Release 23
7.6 Sea Level Rise Monitoring and Adaptation 23
7.7 Cut and Fill Quantities 24
7.8 Phases of Site Earthwork 24

8. STREET AND TRANSPORTATION SYSTEMS 25
8.1 Street and Transportation System Overview 25
8.2 Public Transportation 25
8.3 Public Streets 26
8.3.1 Public Street Layout and Parcelization 28
8.4 Streetscape Design Considerations 30
8.4.1 Traffic Calming 30
8.4.2 Fire Department Access 31
8.4.3 Street Pavement Structural Section 31
8.4.4 Streetlights 32
8.4.5 Utility Separation 32
8.5 Traffic Control and Signalization 34
8.5.1 Jennings Street/Evans Avenue (Intersection 2) 34
8.5.2 Hudson Avenue/Hunters Point Boulevard/Hawes Street (Intersection 3) .34
8.5.3 Hunters Point Boulevard/Innes Avenue (Intersection 4) 35
8.5.4 Innes Avenue/Griffith Street (Intersection 5) 35
8.5.5 Innes Avenue/Arelious Walker Drive (Intersection 6) 35
8.5.6 Innes Avenue/Earl Street (Intersection 7) 36
8.5.7 On-site Traffic Control and Signalization 36
8.6 Public Bike and Pedestrian Systems 36
8.7 Acceptance of Improvements 36
8.8 Phasing of Improvements 37
8.9 SFMTA Infrastructure 37

9. OPEN SPACE AND PARKS 39
9.1 Proposed Public Parks 39
9.2 Phasing, Operation and Maintenance 39

10. LOW PRESSURE POTABLE WATER SYSTEM 41
10.1 Existing Low Pressure Water System 41
10.2 Proposed Low Pressure Water System 41
10.2.1 Project Demands 41
10.2.2 Project Supply 41
10.2.3 Proposed Distribution System 42
10.3 Low Pressure Water System Phasing 42

11. NON-POTABLE WATER SYSTEM 44
11.1 Existing Recycled Water System 44
11.2 Proposed Non-Potable Water System 44
11.2.1 Project Demands 44
11.2.2 Parcel-Based Graywater 45
11.2.3 District DNWRS 45
11.2.3.1 Proposed Non-Potable Water Supply 46
11.2.3.2 Proposed Distribution System 46
11.3 Non-Potable Water System Phasing 47

12. AUXILIARY WATER SUPPLY SYSTEM (AWSS) 48
12.1 Existing AWSS Infrastructure 48
12.2 Potential AWSS Infrastructure 48
12.3 AWSS Regulations and Requirements 48
12.4 AWSS Phasing 48

13. SEPARATED SEWER SYSTEM 50
13.1 Existing Sewer System 50
13.1.1 Service Area 50
13.1.2 Existing Demands 50
13.1.3 Gravity Collection System 50
13.1.4 Pump Station 50
13.2 Proposed Sanitary Sewer System 51
13.2.1 Drainage Areas 51
13.2.2 Sanitary Sewer Flows 52
13.2.3 Proposed Gravity Collection System 52
13.2.4 Pump Station 53
13.2.5 On-Site Treatment 53
13.2.6 Solids Management 54
13.3 Separated Sewer System Phasing 55
13.4 Ownership & Maintenance 55

14. STORMWATER SYSTEM 57
14.1 Existing Stormwater System 57
14.2 Proposed Storm Drain System 58
14.2.1 Drainage Areas 58
14.2.2 Stormwater Collection System 60
14.2.3 Stormwater Treatment Pump Station 62
14.2.4 Outfalls 63
14.2.5 Trash Capture 63
14.3 Sea Level Rise Monitoring and Adaptation 64
14.4 Storm Drain System Phasing 64
14.5 Ownership and Maintenance 64

15. STORMWATER MANAGEMENT 66
15.1 Existing Stormwater Management System 66

15.2 Proposed Stormwater Management System 66
15.3 Sea Level Rise Monitoring and Adaption 68
15.4 Stormwater Management Phasing 69
15.5 Ownership & Maintenance 69

16. DRY UTILITY SYSTEMS 70
16.1.1 Existing Dry Utility Systems 70
16.1.2 Electric 70
16.1.3 Natural Gas 70
16.1.4 Communication 70
16.1.5 Proposed Dry Utility Systems 70
16.1.6 Electric 70
16.1.7 Natural Gas 72
16.1.8 Communication 72
16.1.9 District Microgrid and Renewable Energy Variants 72
16.2 Dry Utility Phasing 73

FIGURES AND ATTACHMENTS

Figure 1.0	Ownership
Figure 7.0	Conceptual Grading Plan
Figure 7.1	Roadway Sawtooth Grading
Figure 8.0	Parcels and Utility Easements
Figure 8.1	Site Plan
Figure 8.2	Roadway Sections
Figure 8.3	Roadway Sections
Figure 8.4	Typical Utility Plan and Section
Figure 8.5	Proposed Off-Site Intersection Improvements
Figure 9.0	Proposed Parks and Plaza
Figure 10.0	Low Pressure Water Location
Figure 11.0	Non-Potable Water Location
Figure 13.0	Proposed Sanitary Sewer System
Figure 14.0	Proposed Storm Drain System
Figure 14.1	Overland Release
Figure 14.2	Diversion Structure Schematic Details
Figure 14.3	Proposed Outfalls Schematic Details
Figure 15.0	Proposed Water Quality Facilities
Figure 15.1	Private Stormwater Quality Details
Figure 16.0	Joint Trench Location
Attachment A	India Basin – Public Infrastructure Design Exceptions and Modifications Memorandum

1. INTRODUCTION / PROJECT DESCRIPTION

1.1 Purpose

This Infrastructure Plan is an exhibit to the Development Agreement (DA) between co-project sponsors BUILD and the City of San Francisco or its Assignees (Developer). The Infrastructure Plan defines the infrastructure improvements required to construct the India Basin Development Project (Project), and identifies the responsibilities of the City and the Developer for design, construction and operation of the Infrastructure, including elements of sustainability, environmental remediation, demolition, grading, street and transportation systems, open space and parks, low pressure potable water system, Non-Potable water system, auxiliary water supply system, separated sewer system, stormwater system, stormwater management, and dry utility systems. The area encompassing these infrastructure improvements consists of approximately 29.26 acres owned by the Developer and the City, which is being redeveloped pursuant to the DA.

1.2 Project Description

The project as described in the project Environmental Impact Report prepared for the City of San Francisco Planning Department is co-sponsored by the Developer and the RPD and includes four distinct areas.

Table 1.0: Development Areas

Development Areas	Responsibility	Area (acres)*
India Basin Shoreline Park	RPD	5.60
900 Innes	RPD	3.98
India Basin Open Space	Developer	6.20
700 Innes	Developer	22.42
Total		38.20

*Acreage include current ROWs, most of which will be vacated and incorporated into the Project.

This Infrastructure Plan addresses the Developer's infrastructure obligation associated with 700 Innes and India Basin Open Space development areas only. References within this

document to Project refer to 700 Innes and India Basin Open Space Development areas, and Project Site refers to 700 Innes and India Basin Open Space land.

The 700 Innes site is approximately 22.42 acres that includes 17.12 acres of property controlled by the Developer and 5.30 acres of developed and undeveloped public rights of way. The site is generally bounded by Innes Avenue to the south, the eastern extent of Earl Street to the east, the western extent of Griffith Street to the West and the India Basin Open Space parcel to the north.

The India Basin Open Space includes approximately 6.2 acres owned by RPD that will be improved by the Developer as part of the redevelopment of the 700 Innes site. The India Basin Open Space site is an "L" shaped parcel that is bounded by the 700 Innes site and the Bay.

1.3 Land Use

Development of Project is envisioned to include a significant quantity of new multi-family residential units in a mixed-use setting. Land Use Designations and Permitted and Conditional Uses within each category are detailed in Chapter 4 of the India Basin Design Standards and Guidelines. The total development program appropriate for the site is being studied through the Environmental Impact Report (EIR). Development program limits and other requirements will be confirmed through the DA.

For the purposes of this Infrastructure Plan, the land use program at the Project is anticipated to include residential, commercial, retail, and institutional/educational uses. The Project has been planned with two options; a residential project and a commercial variant. The table below describes the program breakdown for these two options, plus the associated development being planned for the India Basin Open Space Area.

PROPOSED RESIDENTIAL PROJECT

Program	Development
Residential	1575 units
Commercial/Retail	209,106 sf

MAXIMUM COMMERCIAL VARIANT

Program	Development
Residential	500 units
Commercial/Retail	1,000,000 sf
Institutional/Education	50,000 sf

1.4 Infrastructure Plan Overview

This Infrastructure Plan describes and governs the construction and development of Infrastructure to be provided by the Developer for the Project, including associated off-site improvements needed to support the project. The Project will use the San Francisco Subdivision Regulations (Subdivision Regulations) as the basis for design standards, criteria, specifications, and acceptance procedures for Project Infrastructure. Developer acknowledges that the Infrastructure Plan proposes various novel concepts and non-standard features, designs, and public improvements that do not comply with City standards. The City retains its authority and discretion to grant exceptions to established standards, the Subdivision Regulations, and Municipal Code requirements, and to approve, approve subject to conditions, or reject these concepts and non-standard elements based on Developer's submission of additional analysis and detailed design. The India Basin Public Infrastructure Design Exceptions and Modifications Memorandum, attached hereto as Attachment A represents the Project Sponsor's initial request for design exceptions and modifications to various City regulations, standards, and specifications. City agencies will consider this request and other subsequent requests on a case-by-case basis at the time when Developer submits the level of detailed design and analysis that will enable City agencies to comprehensively evaluate whether to approve, approve with conditions, or reject such requests. Notwithstanding any design described or shown in this Infrastructure Plan or in the Design Standards and Guidelines that may be associated with exceptions or modifications sought in the abovementioned Memorandum, the Memorandum is not binding on the Developer or the City, but is attached for illustrative purposes only.

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

This Infrastructure Plan focuses on the Infrastructure required to build the Project as described in the Project EIR. The EIR also includes a Project variant, which may or may not be implemented; this variant is also described, but is not a required component of the Infrastructure.

1.5 Property Acquisition, Dedication, and Easements

The mapping, street vacations, property acquisition, dedication and acceptance of streets and other Infrastructure improvements will occur through the Subdivision Map process in accordance with the San Francisco Subdivision Code (Subdivision Code) and Subdivision Regulations. Except as otherwise noted, Infrastructure described in this Infrastructure Plan shall be constructed within the public right-of-way. The City, on a case-by-case basis and in its discretion, may allow dedicated permanent easements or Memorandum of Understanding (MOU) between City Departments within public open space areas to provide for access to and maintenance of Infrastructure facilities. Infrastructure improvements proposed in the public right of way or in an easement/MOU within public open space will be documented through Improvement Plans which will be submitted to the City for approval.

Developer shall install public utilities within easements, if the City allows such easements, in accordance with applicable City regulations. City policies for public acquisition and acceptance within any such dedicated public service easement areas, including provisions for maintenance access, shall apply.

A tentative map will be prepared for the Developer obligation area (700 Innes and India Basin Open Space). Following tentative map approval for each phase of street improvements Developer shall submit final maps with Improvement Plans for the public right of way and other required public improvements prior to permits for each phase of Infrastructure.

Developer also may elect to apply for a permit to construct required public improvements independent of a subdivision map or prior to Final Map approval, and City, in its discretion, may approve, approve with conditions, or reject such a permit. Final maps for each parcel (or groups of parcels) will be submitted for each development project.

1.6 Project Datum

All elevations referred to herein are based on CCSF 2013 NAVD88 Vertical Datum (SFVD13).

1.7 Master Plans

Each Infrastructure system described herein has been more fully described and evaluated in Draft Master Utility Plans (MUPs), which the Developer has simultaneously submitted to the City as reference information for the Infrastructure Plan. These MUPs identify the key design criteria and provide more detailed layouts of each Infrastructure system. The Infrastructure Plan will be approved by the City as part of the DA approval process. Approval of this Infrastructure Plan does not imply approval of the MUPs, which the City shall approve after DA execution and prior to submittal of Improvement Plans for the first phase of development. Developer acknowledges that City review and approval of the MUPs may result in amendments to this Infrastructure Plan or conditions associated with the design of any Improvements identified in the MUPs.

1.8 Conformance with EIR and Entitlements

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

1.9 Applicability of Codes and Standards

This Infrastructure Plan incorporates by reference the India Basin DSGand other approved Project documents. This Infrastructure Plan as stated in section 1.1 includes the infrastructure necessary to support the site plan presented in the DSG and intends to concisely provide the

infrastructure that will be needed to support the development. This Infrastructure Plan may be materially modified to the extent such modifications are in conformance with the Subdivision Regulations and applicable City standards and are mutually agreed to by the City and the Developer consistent with the terms of the DA.

1.10 Project Phasing

It is anticipated that the Developer will develop the Project in several phases as outlined in India Basin Proposed Phasing Memorandum submitted concurrently with this IP and subject to the approval process outlined in the DA. Each Phase will include Development Parcel(s) and associated Infrastructure to serve the incremental build-out of the Project. Phase Infrastructure defined as infrastructure necessary to support each phase of improvement throughout the Project will be presented in Improvement Plans and associated Public Improvement Agreement for each Phase to be approved by the City prior to filing a final map for the associated Development Parcel(s). Interim infrastructure will either be constructed to City standards for acceptance or owned and operated by developer, and will be determined prior to permit approval. The parties acknowledge that certain improvements, as described in this Infrastructure Plan, such as abatement, demolition, environmental management, grading, and geotechnical improvements, may be required or desired at an earlier stage of development and in advance of specific Phase Infrastructure. The Project will coordinate on interim improvements necessary to support Project phasing prior to submittal of construction documents for that phase. The parties will cooperate in good faith in determining the scope and timing of such advance Infrastructure, so as not to delay the construction of Development Parcels and associated Phase Infrastructure.

Demolition or abandonment of existing Infrastructure and construction of each proposed Development Parcel and associated Phase Infrastructure will impact site accessibility. During construction of each Development Parcel and associated phase Infrastructure, Developer, at its own cost, shall provide and maintain interim access for emergency vehicles, subject to San Francisco Fire Department (SFFD) requirements, and for utility maintenance equipment, subject to San Francisco Public Utilities Commission (SFPUC) requirements. Within streets that

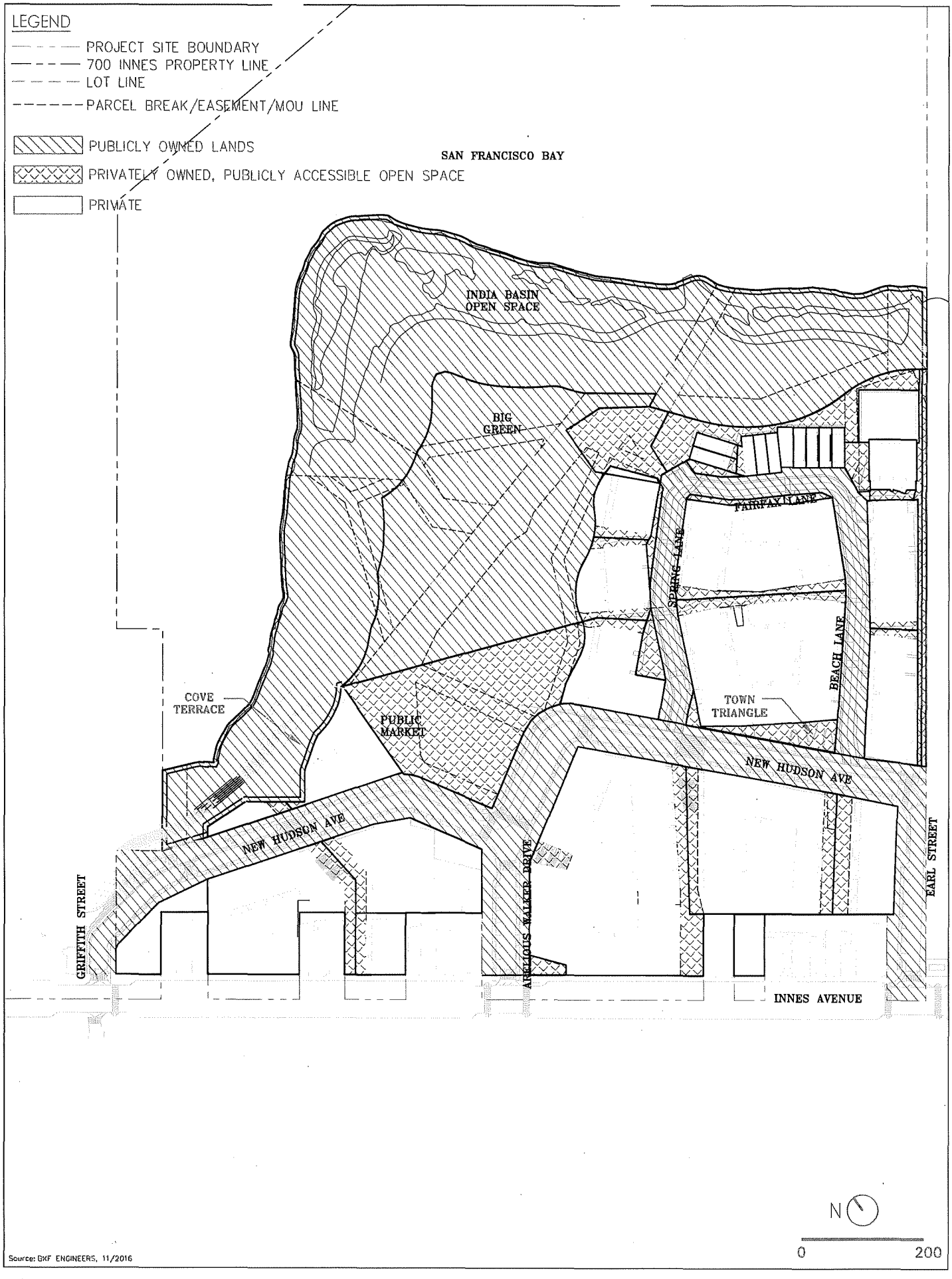
remain open, Public Works, in its discretion, may authorize Developer, at Developer's cost, to maintain pedestrian access on at least one side of the street where such street is adjacent to an active construction area.

1.11 Acceptance of Phased Infrastructure

The City shall accept full, complete, and functional streets as designed to serve the needs of the associated Phase of development for purposes of City maintenance and liability within the public right-of way in accordance with the Subdivision Code and Subdivision Regulations.

1.12 Operation and Maintenance

With the exception of certain improvements identified in the Finance Plan's Maintenance Matrix to be privately maintained, the City will be responsible for maintenance of improvements installed by the Developer upon acceptance, unless City, in its discretion, agrees to an alternate arrangement. Determination of Completion for improvements will be required prior to acceptance. All privately maintained improvements in the public right-of-way shall be subject to a Major Encroachment Permit approved no later than the first final subdivision map for development purposes.


LEGEND
PROJECT SITE BOUNDARY
700 INNES PROPERTY LINE
LOT LINE
PARCEL BREAK/EASEMENT/MOU LINE
PUBLICLY OWNED LANDS
PRIVATELY OWNED, PUBLICLY ACCESSIBLE OPEN SPACE
PRIVATE
SAN FRANCISCO BAY
INDIA BASIN OPEN SPACE
BIG GREEN
FAIRFAX LANE
SPRING LANE
BEACH LANE
TOWN TRIANGLE
COVE TERRACE
PUBLIC MARKET
NEW HUDSON AVE
NEW HUDSON AVE
GRIFFITH STREET
ARELIOUS WALKER DRIVE
EARL STREET
INNES AVENUE
N
0
200
Source: GKF ENGINEERS, 11/2016

2. SUSTAINABILITY

San Francisco is a city where environmental awareness, technology, innovation, and culture weave together to create unique opportunities for site design. India Basin is a neighborhood defined by social and environmental drivers that compel this development to be responsive to global and local challenges as well as resilient against infrastructure failure and catastrophic events. The unique site conditions and scale of the development enable it to leverage district-wide strategies to achieve a meaningful and measurable reduction in environmental impact. Urban and ecological systems are integrated to enhance the community's social, economic and environmental goals.

The Project is located within its own watershed. The Project goals are to support a landscape that can remain adaptable to the future changes in climate with less frequent, but larger, storm events. In addition, the landscape and infrastructure will be set up to mitigate the Project from flooding and impacts due to sea level rise. Enhancing water quality is also an important aspect of the Project where the removing metals and sediment through landscaped treatment methods reduces further downstream impacts.

The Project is focused on reducing the environmental impact of greenhouse gas emissions (GHG) from transportation and building energy use while creating a resilient community. Expansion of the City's existing transit systems are proposed to connect the Project to other districts through a network of pedestrian, bicycle, and bus routes and the site design includes a comprehensive network of pathways to promote a pedestrian-oriented district. The Project is targeting a Net Zero Energy Public Realm through on-site renewable energy and the Project will look to further reduce GHG emissions by potentially sourcing GHG-free electricity through renewable energy purchases. To create a resilient community, the Project is looking at strategies that will enable the community to maintain reduced operations and provide community support in a disaster event, including onsite renewables, an independent microgrid, and battery storage. These approaches will all be supported by efficient buildings that exceed code minimum energy performance.

A more detailed explanation of the sustainability features of the Project can be found in the 3.0 District Sustainability and resilience as well as Section 6.5 Energy Efficiency Building Design of the Design Standards and Guidelines.

3. ENVIRONMENTAL REMEDIATION

Hazardous materials remediation actions for this property necessary to support site uses will be carried out consistent with site remediation plans approved by the San Francisco Department of Public Health (DPH) pursuant to Article 22A of the San Francisco Public Health Code, also known as the Maher Ordinance. The Maher Ordinance requires the Developer to retain the services of a qualified professional to prepare a site history report (typically a Phase Environmental Site Assessment (ESA)) that meets the requirements of the Maher Ordinance. The Phase I ESA would determine the potential for site contamination and level of exposure risk associated with the proposed Project. Based on that information, the Developer may be required to conduct soil and/or groundwater sampling and analysis. Where such analysis reveals the presence of hazardous substances in excess of state or federal standards, the Developer is required to submit a site mitigation plan (SMP) to DPH or other appropriate state or federal agency(ies), and to remediate any site contamination in accordance with an approved SMP prior to the issuance of any building permit. Both a Phase 1 and Phase 2 ESA have been prepared for the 700 Innes Property and India Basin Open Space, which are discussed in Chapter 3.16 Hazards and Hazardous Materials of the EIR.

4. DEMOLITION, DECONSTRUCTION AND BUILDINGS TO REMAIN

4.1 Scope of Demolition

There are currently five buildings and structures on the 700 Innes property. Under both the proposed Project and the variant, Developer would demolish the four buildings at 838-840 Innes Avenue and 888 Innes Avenue, and would relocate the historic building at 702 Earl Street, which is currently used as a residence, to the northern portion of the 700 Innes property closer to the shoreline. At the northwest corner of the property, Developer would remove an existing pier and eight associated creosote-treated piles. Also on the 700 Innes property, Developer shall create 0.1 acres of tidal marshland.

4.2 Demolition Phasing

The demolition and deconstruction of buildings on 700 Innes will be conducted as part of Phase 1 of the Project.

4.3 Historic Buildings

Table 2-2. Existing Buildings on the Project Site

Name of Building/Address	gsf	Historic Status	Existing Uses	To Remain?
702 Earl Street	11,000	CRHR eligible	Residential; workshop/studio[1]	Yes/ relocated
838–840 Innes Avenue	26,000	CRHR ineligible	Residential (rear unit); vacant (front unit)	No
888 Innes Avenue	3,750	Not CRHR eligible	Industrial/ production	No

Notes: CRHR = California Register of Historical Resources; gsf = gross square feet

[1] The 702 Earl Street Building would be relocated to a northeastern location on the 700 Innes property, closer to the shoreline.

Source: RPD and BUILD, 2016

4.4 Buildings to Remain

The building at 702 Earl Street will be relocated to the northern portion of the Project, and no other buildings on the Project Site will remain.

5. SEA LEVEL RISE

5.1 Sea Level Rise Introduction

In March 2013, the Sea-Level Rise Task Force of the Coastal and Ocean Working Group of the California Climate Action Team (CO-CAT) released their State of California Sea-Level Rise Guidance Document based on the National Research Council (NRC) report Sea-Level Rise for the Coasts of California, Oregon, and Washington. The NRC report contains sea level rise projections for the years 2030, 2050, and 2100 relative to year 2000. CO-CAT recommends the use of these projections for planning waterfront projects and that sea level rise values for planning be selected based on risk tolerance and adaptive capacity. This guidance has been largely adopted by state agencies including the Bay Conservation and Development Commission (BCDC) in formulating their policies for adaptation to sea level rise. Also, in December 14, 2015, the City released the Guidance for Incorporating Sea Level Rise into Capital Planning in San Francisco. City sea level rise evaluation is similar to NRC (2012) reported values for San Francisco. Table 5.1 summarizes these sea level rise (SLR) projections, including the low and high range values, for the San Francisco Bay area provided in NRC (2012) and the City (2014).

Table 5.1: Sea Level Rise Projections for San Francisco, California (feet)

Time Period	Low	Projected	High
2000-2030	0.14	0.47	0.97
2000-2050	0.40	0.92	1.99
2000-2100	1.39	3.02	5.46

5.2 Adaptive Management Approach

The adaptive management approach for the development footprint, open space, and shoreline protection were developed based on the following primary criteria:

- Reserve the entire 100-foot shoreline band for public access and open space;
- Set buildings and immovable facilities high enough such that adaptations would not be necessary even for conservative estimates of SLR by the NRC;

- Elevate the designated Bay Trail such that adaptations would not be necessary for even conservative estimates of sea level rise for the year 2050 by the NRC; and
- Elevate the other public amenities (boardwalks, trails, overlooks, beaches, etc.) such that adaptations would not be necessary over the next 20 to 30 years.

The above criteria demonstrate that no adaptations to the end of century are necessary for the development footprint. Adaptations for the open space areas will be implemented before SLR reaches 2 feet compared to current sea levels."

5.3 Initial Infrastructure Design

Coastal flooding at the site includes two components: 1) combined high water and wave action along the perimeter shoreline, and 2) extreme still water elevations. Because the inland areas are not subject to wave action, the flood elevations for the inland areas are dictated by the one percent chance still water level.

5.3.1 Building Pads

Building pads are inboard of the shoreline and will be designed based on the one percent chance still water elevation, plus an allowance for 66 inches of SLR and extreme conditions in the amount of 42 inches, for a total of 108 inches, plus 6 inches of freeboard.

5.3.2 Open Space

Developer shall design open space and associated public access improvements to address the one percent chance total water level (1% TWL) or the 1% chance extreme still water elevation (1% SWL). The minimum open space elevation for upland open space will be based on the applicable flood elevation, 1% TWL or 1% SWL, plus an allowance for 66 inches of SLR and extreme conditions in the amount of 42 inches, for a total of 108 inches, plus 6 inches of freeboard. The shoreline open space will be based on the applicable flood elevation, 1% TWL or 1% SWL, plus an allowance for 24 inches of SLR. The minimum elevation may vary along the shoreline based on shoreline orientation, type, use and the proposed adjacent land use. It should be noted that the open space design may be dynamic and may include areas that extend to the Bay side of the existing shoreline and

include some features which are below the minimum grades discussed here, such as the seasonal and tidal wetlands, beaches, trails, and overlooks.

5.3.3 Storm Water System Design

The storm water system will be designed to conform to the requirements of the Subdivision Regulations.

5.4 Infrastructure Adaptation for Future Sea Level Rise

5.4.1 Building Pads

Building pad grades will be set to accommodate the highest projections of SLR for 2100 and adjustments are not anticipated. SLR beyond an elevation that may impact building pads will require perimeter and storm water system improvements to protect the structures.

5.4.2 Open Space

For SLR values greater than the 2050 high estimate, the open space and associated public access designs will provide the ability to make future changes if over topping becomes a nuisance or hazardous at some locations, including in the seasonal and tidal wetlands, beaches, trails, and overlooks, or if other modifications are required, such as conversion of seasonal wetlands from fresh to brackish/tidal marsh, adjustments to living shoreline, boat ramp launch adjustment, etc. The appropriate type of adjustments will be determined through the decision making framework described below and may include increasing the shoreline elevations through the construction of small berms, the addition of low walls, or other appropriate measures.

5.4.3 Stormwater System

Developer shall design the stormwater system to accommodate the highest projections of SLR for 2100. See Section 14.3 for further discussion.

5.4.4 Stormwater Management

Stormwater management features are hydraulically linked to the stormwater system, and are designed using the same tide elevations as the hydraulic studies completed for the

stormwater system. The Developer shall design stormwater Best Management Practices (BMPs) to accommodate the highest projections of SLR for 2100. The BMPs are located and graded such that they are not impacted by highest projections of SLR for 2100.

5.5 Sea Level Rise Monitoring Program

As part of the Project, and as further described in the DA, there will be a Community Facilities District (CFD) that will fund the creation of a monitoring program to review and synthesize SLR estimates prepared for San Francisco Bay by the National Oceanic Atmospheric Administration and State Agencies. The CFD funds will also be used for periodic review of updated sea level rise guidance from Local, State, Federal ~~and local~~ regulatory agencies.

5.5.1 Decision Making Framework

When the data from the monitoring program demonstrates that SLR in San Francisco Bay has exceeded (or will soon exceed) the allowances designed for in the initial improvements, or if flooding issues due to SLR occur on a regular basis, CFD funds will provide budget for improvements to protect the Project from flooding and periodic wave overtopping. The administrator of the CFD funds shall make the decision on which improvements are acceptable at the time improvements are required and the responsible entity shall apply for and obtain all necessary permits from all affected local, State, and federal agencies and construct said improvements. The decision as to which solution to implement will depend on a variety of factors, including, but not limited to:

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

5.5.2 Funding Mechanism

The Project's financing plan includes a mechanism (CFD) to create project-generated funding that will be dedicated to paying monitoring and flood protection improvements necessary to implement the Adaptive Management Strategy.

6. GEOTECHNICAL CONDITIONS

The geotechnical conditions are based on the preliminary geotechnical investigation by Langan Treadwell Rollo for the proposed development, dated September 4, 2014. The report summarizes existing site conditions, geological and geotechnical site conditions, and presents preliminary conclusions and recommendations for the Project. The preliminary conclusions and recommendations are based on a review of the existing subsurface data and a preliminary geotechnical investigation, and are not intended for design. Design level investigation(s) should be performed for the Project. Elevations in the Geotechnical Conditions section reference SFVD13 datum.

6.1 Existing Site Geotechnical Conditions

The Project Site is primarily east of the edge of the historic San Francisco shoreline. It was filled between 1946 and 1968; only a small portion of the Project Site is west of the historic shoreline. In general, the site is blanketed by fill, underlain by Bay Mud, sand, Old Bay Clay and bedrock. The characteristics of each soil layer are summarized below:

Fill – The Project Site is blanketed by 16 to 41 feet of fill, extending to elevations ranging from 15 to -26 feet; fill thickness increases towards the bay. The fill consists primarily of loose to medium dense sand with varying amounts of silt, clay, gravel, concrete, brick and wood fragments. The fill includes isolated layers of stiff to hard clay.

Bay Mud – A weak and compressible marine clay and silt deposit, referred to as Bay Mud, underlies the fill. This layer ranges from 2 to 55 feet in thickness where explored within the Project Site and includes occasional layers of clayey sand. The Bay Mud layer is soft to stiff, and extends to depths ranging from 36 feet (Elevation -18 feet) to 83 feet (Elevation -76 feet). Bay Mud was not encountered in the borings west of Hudson Avenue. Based on consolidation tests performed on representative samples, the Bay Mud has a compression ratio of 0.12 to 0.26, and is slightly overconsolidated (primary settlement under the existing conditions is complete).

Sand – In general, the Bay Mud is underlain by relatively incompressible dense sand with varying amounts of clay and silt. The sand layer is about 5 to 33 feet thick and extends to depths ranging from 16 feet (Elevation 15 feet) to 98 feet (Elevation -91 feet). The sand near the bay includes 4- to 6-foot thick layers of very stiff to hard clay. The top 5 to 10 feet of the sand layer in some areas of the site consists of medium dense clayey sand.

Old Bay Clay – A medium stiff to hard clay and silt layer, locally known as Old Bay Clay, is present beneath the native sand. The thickness of the clay layer varies across the site from 9 to 50 feet (bottom of the clay between Elevation -12 and -139 feet). The Old Bay Clay slopes down and becomes thicker in the northeast corner of the site towards the bay. Consolidation test results indicate the Old Bay Clay is generally overconsolidated. Locally, the top of the Old Bay Clay layer is normally consolidated[1].

Residual Soil – The Old Bay Clay is underlain by strong, relatively incompressible residual soil (completely weather rock) consisting of very stiff to hard clay and very dense sand and gravel. The residual soil is 3 to 14 feet thick.

Bedrock – Bedrock of the Franciscan Complex consisting of shale, sandstone and serpentinite, underlies the residual soil. The bedrock surface slopes steeply from the ground surface west of the site to a depth of 23 feet near Innes Avenue (Elevation 8 feet), and slopes down to a depth of 149 feet (Elevation -143.5 feet) near the eastern side of the site. The bedrock encountered is moderately to closely fractured, soft to hard, plastic to moderately strong, and deeply to moderately weathered.

Groundwater – The groundwater at the site is likely at the elevation of the water in the Bay. Groundwater was measured in several of the boreholes at depths 7 feet to 33 feet (Elevation 0 and -7 feet, respectively). A pore water dissipation test in one of the exploration

[1] Normally consolidated soil has been loaded to a pressure equal to the existing overburden pressure.

points indicates groundwater is at 17 feet bgs (Elevation -6 feet). Monitoring wells on an adjacent site indicate groundwater along Earl Street is at Elevation -5 to -7 feet. The groundwater level at the Project Site is anticipated to vary a few feet seasonally and with the fluctuations in the water level of the San Francisco Bay. Based on the available groundwater level measurements the high groundwater level at the site is likely near Elevation -5 feet.

6.2 Site Geotechnical Approach

The main geotechnical issues at the Project Site are:

- the presence of uncontrolled fill across the site
- anticipated ground displacements within the fill and sand below the Bay Mud during a major earthquake on a nearby active fault
- presence of weak, compressible Bay Mud
- ground settlement under the anticipated building loads and new fill
- shoreline stability

During a major earthquake on a nearby active fault ground displacements (vertical and lateral) within the fill may be on the order of six inches. Lateral soil movement is anticipated within the northeastern portion of the site. About six inches of vertical, earthquake-induced ground settlement could occur within the Project Site; locally, total, earthquake-induced ground settlement could be on the order of 12 inches. Differential, earthquake-induced, vertical ground settlement might be on the order of four inches over a horizontal distance of 50 feet.

Consolidation of the Bay Mud and Old Bay Clay under the weight of the existing fill is nearly complete. However, the onsite fill was placed without mechanical effort/compaction. Structures supported on onsite fill will be subjected to excessive ground settlements induced by earthquake and building loads; in addition, differential settlement within the fill will be abrupt and erratic. Therefore, onsite fill should not be relied upon for foundation support.

To eliminate the need of a buttress, consisting of soil cement columns, that provided resistance gains lateral soil movement, the building structures will be at least 50 feet from the

edge of the soil that is susceptible to lateral spreading. To mitigate the magnitude of anticipated ground deformations under the design earthquake and building loads, the proposed structures will be supported on deep foundations gaining support in competent soil, generally encountered beneath the fill and Bay Mud. In addition to the building loads, piles in areas with liquefaction potential will be designed for the downdrag forces imposed by liquefaction-induced settlement in the fill and within some of the native sand below the Bay Mud. Lightweight, one-story structures may be supported on a stiffened mat foundation provided the mat is designed for the large anticipated differential ground settlement. Alternatively, lightweight structures may be supported on deep foundations.

A temporary surcharge program can be used to reduce the anticipated ground settlement from consolidation of the Bay Mud under the weight of new fill during the design life of the utilities. A temporary surcharge program includes placement of engineered fill and wick drains over the proposed utility areas. A horizontal drain (drain rock wrapped in filter fabric or a prefabricated drainage panel)/horizontal trench drains, will be placed over the site grades prior to placement of the surcharge fill. Wick drains are typically installed in a triangular or square pattern through the fill and Bay Mud, allowing water squeezed out of the Bay Mud to migrate into the horizontal drainage system beneath the surcharge. Water from the horizontal drain(s) is directed to a suitable collection system. The height of the fill, duration of fill placement, and wick drain spacing are dependent on the subsurface conditions beneath the proposed utility areas, feasibility of wick drain installation, and time allocated for the surcharge program. The surcharge program is designed by the Project's geotechnical engineer. The soil parameters needed for the design of the temporary surcharge program are determined by the Project's geotechnical engineer during the design level geotechnical investigation.

Another option to reduce the anticipated consolidation settlement of the Bay Mud under the weight on new fill is to use lightweight fill if the City, in its discretion, allows such fill. The unit weight of lightweight fill typically ranges from 30 to 50 pounds per cubic foot. To balance the weight of new fill, onsite soil would need to be removed and replaced with lightweight fill. The

depth of onsite soil to be removed and replaced with lightweight fill would vary across the utility areas, and should be evaluated by the Project's geotechnical engineer during the design level geotechnical investigation.

The stability of the shoreline outside the building areas will be evaluated during the design level phase of the proposed structures and mitigation measures be implemented, if needed.

6.3 Phases/Schedule of Design Level Geotechnical Investigations

The Project geotechnical approach is based on a preliminary geotechnical investigation. Design level geotechnical investigations should be performed by the Project for each phase of development, phased to match the four planned development phases. However, the design phase of the geotechnical investigations for the structures adjacent to the 50-foot offset from the area susceptible to lateral soil movement should be performed prior to the four planned development phases, to confirm the offset. Similarly, the design level geotechnical investigation for the stability of the shoreline should be performed prior to the four planned development phases to confirm the anticipated shoreline deformations are acceptable and no additional mitigation measures are required. The Developer will provide geotechnical investigations for each phase results to necessary permitting agencies for review and comment concurrent with construction document review and permitting process.

7. SITE GRADING

7.1 Existing Site Conditions

The site's highest elevations are along Innes Avenue and range from approximately 62 FeetSFVD13 at Earl Street to 33 feet at Griffith Street. The site generally slopes down steeply to New Hudson Avenue and then more gently to the San Francisco Bay shoreline top of bank at approximately 5 feet.

7.2 Proposed Grading Requirements

The Developer's Infrastructure obligations include the design and construction of the proposed grading plan within the areas identified in Table 1.2. A description of the grading design for the Project is included below. The conceptual grading plan for the Project is shown on Figure 7.0.

7.2.1 Roadway Areas

Some streets will be graded using a "saw tooth" design with a minimum 0.5% slope between grade breaks. Saw toothed grading alternates between high and low points creating a pattern resembling the edge of a saw. This pattern allows for positive drainage in the streets while maintaining minimal elevation differences between the high and low points. See Figure 7.1 for illustration of saw tooth grading.

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

The "saw tooth" grading plan will provide overland release paths by increasing the elevation of the high points so that the downstream high point elevation of the flow line in the gutter is equal to or lower than the top of curb elevation at the upstream low point. This overland release design will protect the new building finished floors from storm/tides larger than the 5-year event or system maintenance issue such as blocked catch basin or pipes. This will continue through the downstream basins until there is capacity in the

storm system or storm water is released to the open space. The new building finish floor elevations will be above the back of walk/right of way elevation and therefore protected from flooding. Also some areas of the site are straight graded and direct overland flow to open space areas or the bay.

7.3 Proposed Site Grading Design

The Developer will be responsible for the design and construction of the proposed grading plan for the India Basin Site. Proposed grading designs for the development will match the existing south to north drainage pattern of the existing site. Proposed site grading will ensure proper overland release and provide Americans with Disabilities Act (ADA) accessible pathways throughout and adjacent to the site by providing a new street grid that connects the existing Innes Avenue at the south with interconnected pathways and open spaces throughout the site. Multiple accessible paths of travel will connect the adjacent property to the east with the adjacent property to the west. Griffith Street, Arelious Walker Drive, and Earl Street will provide accessible paths of travel from Innes Avenue to the south, to the open spaces and shoreline to the north. Across the site, the base layer grades of 2 percent and top layer grades of less than 5 percent are provided as a priority item, where feasible. As required due to site constraints, public access areas with slopes exceeding 5 percent but less than 8.33 percent will comply with Code requirements. The conceptual grading plan for the India Basin Site is included in Figure 7.0.

7.4 Proposed Site Grading Conforms

Conceptual grading design generally conforms to the existing grades along the interface with Innes Avenue and existing buildings on the southwest edge of the Project. At the western boundary of the Project, the existing segment of Griffith Street will be reconstructed and result in a medium grade differential, requiring the placement of 10 to 15 feet of fill to provide overland release and drainage. At the eastern edge of the Project, the development will be raised resulting in a large grade differential at New Hudson Avenue and conformance at the Bay Trail. At the north edge of the Project, the site will conform to the existing bank with the

exception of the northwest facing shoreline that will be reconstructed with stepped terraces and sloped banks ultimately begin installed.

Accessible paths of travel and sidewalks within the Project site will be provided to join and be coordinated with accessible paths of travel adjacent to and bordering the Project that connect to the adjacent Innes Avenue and proposed parks. To accommodate the grade differential between the proposed adjacent park to the west, stepped terraces or retaining walls will ultimately be installed. Retaining walls will be part of a minor encroachment permit and will be owned and maintained by the CFD. To accommodate the grade differential between the proposed adjacent park to the east, a sloped buffer zone will be installed.

As more detailed designs are developed during the improvement plan review process of the Project, the grading at conforms may require adjustment and refinement based on future coordination with SFPW.

7.5 Overland Release

In the existing condition, the lowest elevations at the site are located at the northeast corner. The Project will have multiple release points throughout the site. In the event of flooding in this vicinity the flood will release east of the intersection of Griffith Street and New Hudson Avenue to the open space marsh lands area and ultimately to the San Francisco Bay. The treatment areas in the open space will release through the north end of site into the bay, and the Flats area will release through Beach Lane and Spring Lane to the Perched Beach area and eventually to the Bay.

7.6 Sea Level Rise Monitoring and Adaptation

The monitoring program established in section 5.5 will require periodic preparation of a report funded by the CFD, on the progress of the adaptive management strategy. The report will be prepared no less than every five years and more frequently if required by regulators. The report will include:

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

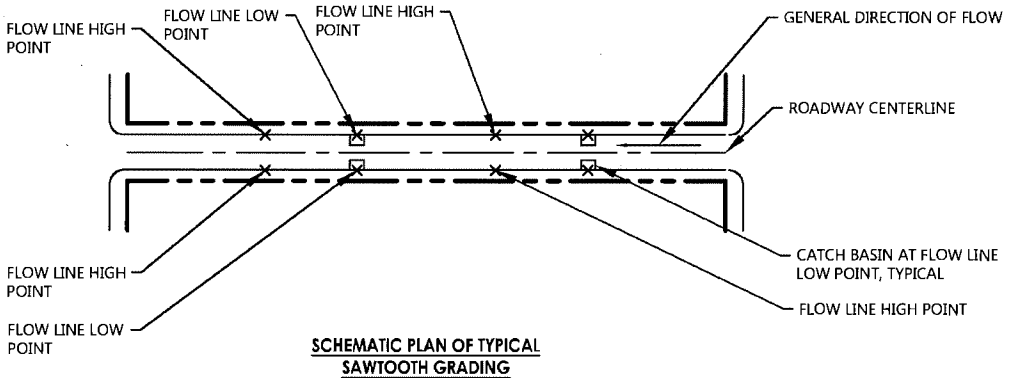
7.7 Cut and Fill Quantities

Cut up to 350,000 cubic yards; import fill up to 195,583 cubic yards.

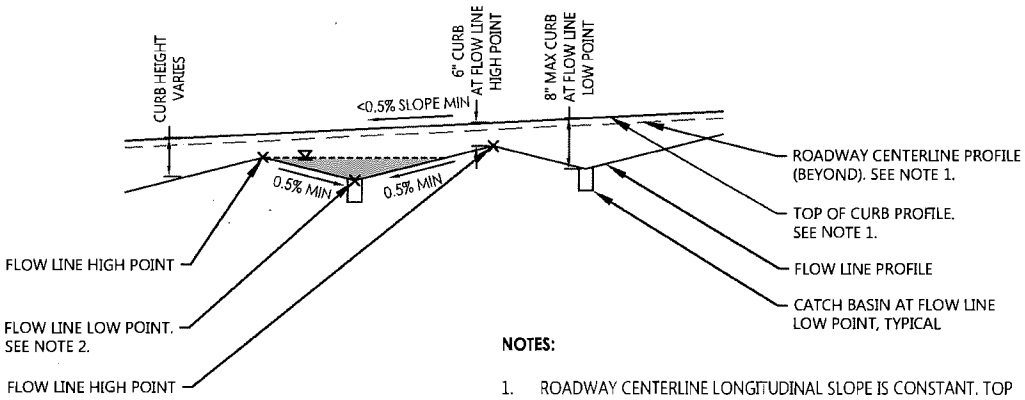
7.8 Phases of Site Earthwork

The Developer will grade the Project Site based on the principle of adjacency and as needed to facilitate a specific proposed Development Phase and consistent with the requirements of the DA. Each Development Phase will conform to the existing grades as close to the edge of the Development Phase area as possible while maintaining the integrity of the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Interim grading will be constructed and maintained by the Developer as necessary to maintain existing facilities impacted by proposed Development Phases.

LEGEND
PROJECT SITE BOUNDARY
700 INNES PROPERTY LINE
LOT LINE
SLOPE (ARROW POINTS DOWNHILL)
SAN FRANCISCO BAY
INDIA BASIN OPEN SPACE
BIG GREEN
PUBLIC MARKET
FAIRFAX LANE
SPRING LANE
BEACH LANE
NEW HUDSON AVE
NEW HUDSON AVE
GRIFFITH STREET
ARELIOUS WALKER DRIVE
EARL STREET
INNES AVENUE
LP 18
LP 18
LP 21
LP 20
LP 26.5
LP 29.5
N
0
200
Source: BKF ENGINEERS, 11/2016



SCHEMATIC PLAN OF TYPICAL SAWTOOTH GRADING



OPTION 1

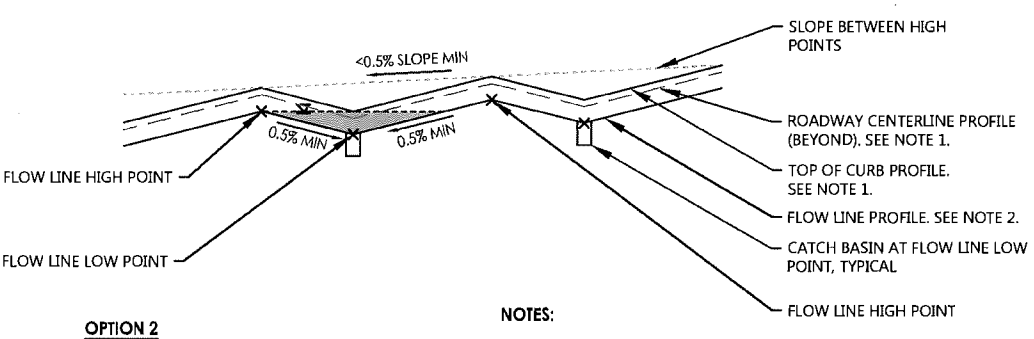
SCHEMATIC PROFILE OF FLOWLINE SAWTOOTH GRADING WITH CONSTANT SLOPE CENTERLINE AND TOP OF CURB

NOTES:

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

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

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



OPTION 2

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

NOTES:

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

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

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PLOT DATE: 08-11-17
PLOTTED BY: bbpe

Source: BKF ENGINEERS, 11/2016

8. STREET AND TRANSPORTATION SYSTEMS

8.1 Street and Transportation System Overview

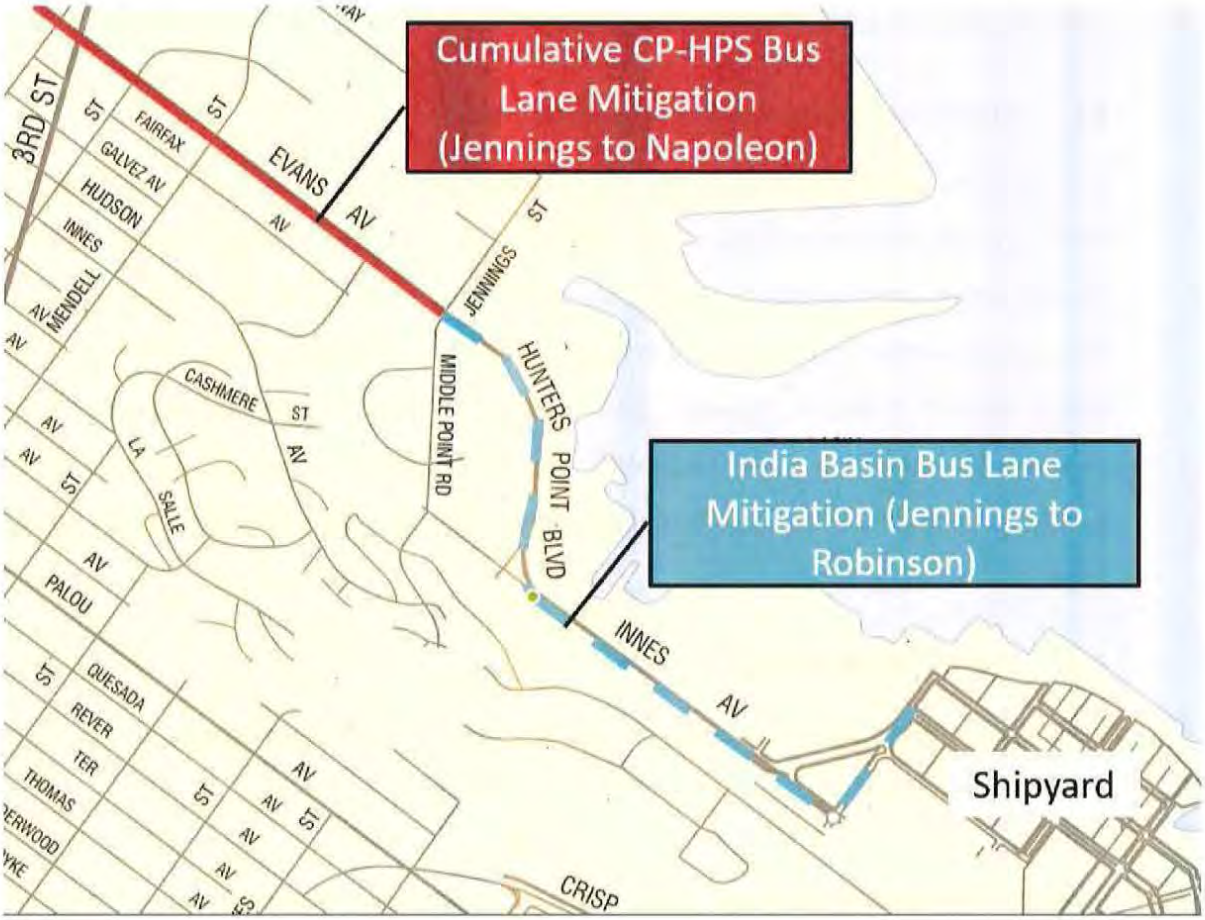
Following the guidelines and best practices detailed in the San Francisco Better Streets Plan (BSP), and the recommendations elaborated in the India Basin Transportation Action Plan (IBTAP), access and circulation at India Basin are considered holistically – integrating transit, bike, and pedestrian routes along with automobile, service and emergency vehicle access. The robust network of streets, laneways, pedestrian paths, trails, boardwalks, terraces, stairs and promenades creates a highly walkable, pedestrian-priority precinct that links into the surrounding neighborhood, connecting the Project Site to greater Bayview Hunters Point, and beyond.

8.2 Public Transportation

The site will eventually be served by several bus lines that run along Innes Ave, including the 44, 48 and HPX lines.

The City will be responsible for converting the curbside travel lane in each direction of the Evans Avenue—Hunters Point Boulevard—Innes Avenue—Donahue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections, to improve bus travel speed and travel time reliability along the corridor. The geographic extent is shown in the figure below.

The Developer shall fund, and the SFMTA shall implement, with the approval of all required agencies, this conversion prior to the time the Project would result in an increase in transit travel time above the threshold of significance as described in the Project EIR, as determined through SFMTA monitoring. The Project will provide electricity to locations on Innes adjacent to the Project that are identified for Muni shelters. The final design will be determined by the SFMTA and construction of the design element will be subject to the City Traffic Engineer's final review and approval.



Other recommendations detailed in the IBTAP – including configuration of stop locations to access Northside Park (proposed park SE of project site), 900 Innes, and India Basin Shoreline Park – are currently being studied by SFMTA. Many of these transit improvements will be implemented as part of the Hunters Point Shipyard and Candlestick Point redevelopment effort.

The SFMTA ultimately will determine existing and planned transit access based on growth and development in the area.

8.3 Public Streets

The Developer will be responsible for the design and construction of public and private streets and other right-of-ways. Improvements will generally include the following:

- Pavement section
- Concrete curbs and gutters
- Concrete sidewalk and curb ramps
- Traffic control signs and striping
- Traffic signals
- Street lighting
- Street landscaping and trees
- Stormwater management facilities (may include such methods as landscape strips, and small bio-retention areas)
- Street furnishings (includes, but are not limited to, benches, trash cans, bike support facilities and pedestrian scale lighting)
- Accessible on-street passenger loading zones with adjacent street level passenger
- Loading aisles and curb ramps
- Accessible on-street parking spaces with adjacent curb ramps

The proposed primary point of entry into the site is Arelious Walker Drive, with Earl Street and Griffith Street serving as secondary points of entry. New Hudson Avenue provides the primary circulation route and retail corridor for the Project. Each of these access routes incorporates a pedestrian and/or transit friendly path to the site.

Arelious Walker Drive provides a generous pedestrian entry, bike sharing, and a transit plaza at the intersection with Innes Avenue. Widened sidewalk and bike sharing will be on the south side of the street with street parking on the north side.

Earl Street with its large trees marks the entry to the Project Site and creates a generous pedestrian zone. The northwest side of the street provides on-street parking and drop off adjacent to the potential school.

Griffith Street is the northernmost entry street and forms the interface with India Basin Shoreline Park. Griffith Street provides a generous pedestrian-oriented entry and clearly defined gateway to the Project Site.

New Hudson Avenue offers a dedicated two-lane class 1 bikeway that is separated from the vehicular zone by a 3' planted buffer and 2" curb, serving as the primary bicycle access to the site. The right-of-way configuration features pedestrian-orientated treatments with generous sidewalk dimensions and ample zone for planting and furnishings to enable a robust public realm. New Hudson Avenue links the primary public spaces of the Project Site including the Public Market, Town Triangles, and the Big Greento each other and adjacent properties as shown in Figure 9.0, Proposed Parks and Plazas.

New Hudson Avenue is the access way to the Flats neighborhood of the Project Site, encompassing Beach Lane, Fairfax Lane, and Spring Lane. All three streets in the Flats are considered Shared Public Ways as described in the BSP – accommodating requirements for infrequent, low-volume vehicular access in a one way loop while maintaining flexible community use and prioritizing pedestrians. Developer shall record a notice, acceptable to the City, against all properties adjacent to Shared Public Ways concerning flooding potential. The design intent is to calm traffic moving through this area to create a safe environment for pedestrians that encourages public recreational use and socialization. In order to prioritize pedestrian use of the entire right of way over vehicles and bicycles, these streets have a smaller width than other streets throughout the site and are designated as one way streets with entrance from New Hudson Avenue onto Beach Lane. The Flats are not meant to be highly traveled by vehicles and therefore no on-street parking has been designated other than designated drop off and delivery zones.

8.3.1 Public Street Layout and Parcelization

The street layout for the Project advances the vision of the BSP and demonstrates best practices for multifunctional networks. The Project's access and mobility improvements

integrate transit, bike, and pedestrian routes alongside automobile, emergency vehicle access, and scale-appropriate maintenance routes.

Parcels shall connect with public right-of-ways and/or open spaces through a circulation network comprised of publicly-accessible paths, throughways, and clear widths that are in accordance with accessibility standards that would be equivalent to public routes. Parcels are illustrated in Figure 8.0 Parcel and Setbacks Plan. Public street cross section locations are identified on Figure 8.1 and public street cross sections are shown on Figures 8.2 and 8.3. Dimensions within the right-of-ways are also provided in Table 8.0.

Table 8.0: Right-of-Way Dimensions

Street	Right-of-Way Width (feet)	Street Elements with Width(feet)
Griffith Street	44.5	3.5 BF(NW)/10-13 TL/13-15 TL/15 SW(SE)
Arelious Walker Drive	78	23 SW(NW)/ 7 P /11-13 TL/13-15 TL /22 SW(SE)
Earl Street	46*-64	15-25 SW(NW)/8 P/10-12 TL/13-15TL/0 SW**-10 SW(SE)
New Hudson Avenue	65-94	15 SW(N)/6 B/6 B/ 3-15 BF/ 10-13 TL/10-13 TL/ 15-26 SW(S)
Beach Lane	40-41.5	9 SW(NW)/ 10 DR/10 TL/6.5 SW(SE)/ 4.5-6 BIO
Fairfax Lane	40-41.5	9 SW(NE)/ 10 DR/10 TL/6.5 SW(SW)/ 4.5-6 BIO
Spring Lane	40-41.5	9 SW(NW)/ 10 DR/10 TL/6.5 SW(SE)/ 4.5-6 BIO

*Right-of-way dedicated by Project varies with sidewalk width

** Portion of the sidewalk shifts into Northside Park as Earl Street transitions northeast from Innes Avenue. Sidewalk location is tentative and pending approval from Northside Park.

Abbreviations

ROW	Right-of-Way	B	Bike Lane
TL	Travel Lane	BF	Buffer
SW	Sidewalk	DR	Drop off/Loading
BIO	Bioretention	N	North
S	South	E	East
W	West		

8.4 Streetscape Design Considerations

8.4.1 Traffic Calming

Traffic calming measures will be provided as part of an effort to create pedestrian-friendly streets and improve safety and access for non-vehicular modes of travel. Proposed traffic calming measures include raised crosswalks and curb extensions. In addition a shared public way is proposed for the streets in Flats area, which is the cluster of development north of New Hudson Avenue and east of Arelious Walker Drive, including Spring Lane, Fairfax Lane, and Beach Lane.

Raised crosswalks are proposed at pedestrian crossings along Griffith Street, New Hudson Avenue, Arelious Walker Drive and Earl Street. At these locations the street pavement areas will be raised to match curb heights adjacent to the intersections and crosswalks. If accessibility guidelines and overland release requirements cannot be met at the raised intersection, the Project will review options for incorporating an at-grade crossing with accessible curb ramps at these locations. The design for these intersections and crosswalks will be coordinated with and is subject to the approval of the SFPUC, SFPW, the SFMTA, and the SFFD, each in their respective discretion. Designs will incorporate measures to minimize maintenance and reduce the potential for dirt, silt and other debris to settle within the crosswalks. Raised crosswalks will be constructed to conform to applicable San Francisco PW accessibility guidelines and Americans with Disabilities Accessibility Guidelines (ADAAG).

Curb extensions provide additional room for pedestrians at key locations. Developer shall design curb extensions to maximize pedestrian space and minimize crossing distances as much as feasible, while allowing for vehicle movement. Developer shall construct curb extensions to conform to the San Francisco PW Standard Plan for Curb Bulb. The SFPUC also shall review and approve the plan for such extensions to ensure that there are no utility conflicts. Curb extensions that modify sidewalk widths on existing City Streets will be subject to City approval and required legislation to document change.

The **shared public way** in the Flats is intended to prioritize pedestrians and maximize flexibility for neighborhood activity while accommodating requirements for vehicular access in a low-volume one-way loop serving residents of the neighborhood. The shared public way will conform to all applicable codes and standards (or obtain any required exceptions and design modifications) and be constructed to comply with BSP guidelines for shared public ways. The shared public ways slope to one side with a flush curb on the high side of the roadway and a four-inch curb at the low side of the roadway. Bioretention and drain inlets will be provided on the low side of the roadway. Developer shall record a notice, acceptable to the City, against all properties adjacent to Shared Public Ways concerning flooding potential. Sections for the shared public ways are included in the Roadway and Utility Section Supplement.

8.4.2 Fire Department Access

Fire trucks will utilize the entire travel way for turning movements at intersections. Intersections will be designed to provide 7 feet clear when fire trucks enter on-coming travel lanes.

Developer shall submit to the City for its initial review the final street layouts and cross sections during the Phase applications. The City's approval the final street layouts and cross sections shall occur as part of its review and approval of 100% design Improvement Plans. As part of this process, SFFD shall review and approve final configurations for conformance to the Fire Code. Refer to Vehicle Turning Supplement prepared by BKF Engineers (submitted concurrently with Infrastructure Plan) for detailed fire truck turning studies through proposed roadway network.

8.4.3 Street Pavement Structural Section

The structural section for new on-grade roadways will comply with requirements of the Subdivision Code. Roadway cross sections will consist of eight inches of Portland Cement Concrete and two-inch asphalt concrete wearing surface. Alternative cross sections such

as asphalt wearing surface over Class 2 aggregate base, decorative paving, and porous paving may be used if approved by SFPW and other affected City departments. The City shall own and maintain standard roadways. City, in its own discretion, may agree to own alternative materials or non-standard improvements, but a private entity shall maintain all such alternative materials or non-standard improvements subject to a City-approved major encroachment permit or equivalent agreement.

City shall own and maintain City-standard curb and gutter. City, in its own discretion, may agree to own sidewalks and non-standard curb conditions such as flush curbs at shared public ways, but a private entity shall maintain all such alternative materials or non-standard improvements subject to a City-approved major encroachment permit or equivalent agreement.

8.4.4 Streetlights

The Developer will design, layout, and install all proposed streetlights for the Project. Street lighting shall comply with City standards for photometric light levels and acceptable fixtures. Developer shall install streetlights selected from the SFPUC streetlight catalogue unless the SFPUC approves an alternate fixture. All lighting, whether street level or pedestrian-scale, shall be of adequate height to avoid conflicts with City services such as debris collection. Where possible, the electrical service for the streetlights will be located outside the joint trench (refer to Section 16.3). Any pedestrian-scale lighting shall be the maintenance responsibility of a private entity subject to a City-approved major encroachment permit or equivalent agreement unless the SFPUC agrees to assume ownership and maintenance of such lighting.

8.4.5 Utility Separation

Utility main layout and separations will be designed in accordance with the Subdivision Regulations and SFPUC utility standards, as appropriate. Utility separation requirements are presented in Table 8.4 Horizontal Utility Main Separation Matrix and shown on Figure 8.4.

Table 8.4: Horizontal Utility Main Separation

Utility Separation	Storm Sewer	Sanitary Sewer	Sanitary Sewer Force Main	Potable Water (LPW)	Auxiliary Water Supply System (AWSS)	Non-Potable Water
Face of Curb	4.5' clear to OD (Ref 2, copied LPW)	4.5' clear to OD (Ref 2, copied LPW)	4.5' clear to OD (Ref 2, copied LPW)	4.5' clear to OD (Ref 2)	4.5' clear to OD (Ref 2, copied LPW)	4.5' clear to OD (Ref 2, copied LPW)
Storm Drain		3.5' min clear OD to OD (Ref 1)	3.5' min clear OD to OD (Ref 1)	4' clear OD to OD (Ref 1 & 3)	3.5' min clear OD to OD (Ref 1)	3.5' min clear OD to OD (Ref 1)
Sanitary Sewer		---	3.5' min clear OD to OD (Ref 1)	10' clear OD to OD (Ref 3)	3.5' min clear OD to OD (Ref 1)	3.5' min clear OD to OD (Ref 1)
Sanitary Sewer Force Main		---	---	10' clear OD to OD (Ref 3)	3.5' min clear OD to OD (Ref 1)	3.5' min clear OD to OD (Ref 1)
Potable Water (LPW)		---	---	---	4' clear OD to OD (Ref 1 & 3)	4' clear OD to OD (Ref 1 & 3)
Auxiliary Water Supply System		---	---	---	---	3' clear to OD pipe (Ref 1)

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

Ref 2: SFPUC, Water Enterprise City Distribution division -Detail CDD-LP-001B, Sheet 2, Dated October 2017

Ref 3: CA Code of Regulations Title 22 Section 64572

OD: Outside edge of pipe

8.5 Traffic Control and Signalization

As shown in Figure 8.5 and described below, the Developer will be responsible for all design and construction funding of new traffic signals and other intersection improvements identified in this Section 8.5 unless specified otherwise. Traffic signals shall be designed by and constructed to the specifications of the SFMTA and SFPW, unless otherwise authorized by SFMTA and SFPW.

8.5.1 Jennings Street/Evans Avenue (Intersection 2)

The intersection of Jennings Street/Evans Avenue is currently all-way stop-controlled and will be signalized by others as part of the Shipyard project. The Project EIR recommends reconfiguring the southbound and eastbound approaches at this intersection upon construction of the first phase of development of the Project. The southbound approach will be modified to include a 100-foot left turn pocket, which will require restricting parking on the west side of the street, removing approximately five parking spaces. The eastbound approach will be reconfigured from one shared through/left lane, one through lane, and one 100-foot left turn pocket to one 100-foot left turn pocket, one through lane, and one shared through/right turn lane. No additional right-of-way will be required for the modifications on the eastbound approach.

8.5.2 Hudson Avenue/Hunters Point Boulevard/Hawes Street (Intersection 3)

Installation of a new traffic signal at the intersection of Hudson Avenue/Hunters Point Boulevard/Hawes Street will be performed as part of the RPD project. Additionally, the Developer shall construct a design element at this intersection to protect cyclists making left turns at the multi-lane signalized intersection of Hunters Point Boulevard/Hudson Avenue from the right bike lane on southbound Hunters Point Boulevard to the cycletrack on Hudson Avenue. This design element will not be necessary in the event that a Class 1 cycletrack is provided along the east side of Hunters Point Boulevard north of the

intersection with Hudson Street prior to buildout of the Project. The design element would include one of the following two measures:

Installation of a bicyclist left-turn lane with separate bicycle signal heads and an accompanying dedicated signal phase for the maneuver, or installation of a two-stage turn queue box; which is a space where cyclists can wait at the far side of an intersection, adjacent to the crosswalks and visible to other roadway users after crossing in one direction. Cyclists could then cross the other direction of the intersection when the signal changes.

The final design will be determined by the SFMTA. Design and construction of the design element will be subject to final review and approval of the City Traffic Engineer.

8.5.3 Hunters Point Boulevard/Innes Avenue (Intersection 4)

The Recreation and Park Department as part of the Park development will be responsible for installing a new traffic signal at the intersection of Hunters Point Boulevard/Innes Avenue as part of the Project. Design and construction of the proposed signal will be subject to final review and approval of the City Traffic Engineer.

8.5.4 Innes Avenue/Griffith Street (Intersection 5)

The intersection of Innes Avenue/Griffith Street will be signalized as part of the Project. This improvement will include the provision of a new eastbound left-turn lane along Innes Avenue at the Innes Avenue/Griffith Street intersection. Design and construction of the proposed signal will be subject to final review and approval of the City Traffic Engineer.

8.5.5 Innes Avenue/Arelious Walker Drive (Intersection 6)

The intersection of Innes Avenue/Arelious Walker Drive will be signalized as part of the Project. This improvement will include the provision of a new eastbound left-turn lane along Innes Avenue at the Innes Avenue/Griffith Street intersection. Design and construction of the proposed signal will be subject to final review and approval of the City Traffic Engineer.

8.5.6 Innes Avenue/Earl Street (Intersection 7)

The intersection of Innes Avenue/Earl Street will be signalized as part of the Project. This improvement will include the provision of a new eastbound left-turn lane along Innes Avenue at the Innes Avenue/New Griffith Street intersection. Construction of the proposed signal will be subject to final review and approval of the City Traffic Engineer.

8.5.7 On-site Traffic Control and Signalization

Traffic calming and stop-controlled intersections, rather than signalization, are the primary strategy for on-site traffic control. Stop signs will be added as part of the Project at some of the intersections, with final locations to be coordinated with the City and based on a traffic sight distance requirements and Project phasing. If implemented, stop signs on city streets will require legislation from SFMTA Board and traffic calming may also require SFMTA Board and/or public hearing.

8.6 Public Bike and Pedestrian Systems

The Developer will design, layout and install public bike and pedestrian paths throughout the Project Site. Bike and pedestrian systems will conform to all applicable codes and standards. Ownership and maintenance of bike and pedestrian pathways will be per the Finance Plan's Maintenance Matrix. For design elements and conceptual location of bike and pedestrian paths, refer to the Design Standards and Guidelines.

8.7 Acceptance of Improvements

Upon acceptance of the new and/or improved public streets by the City, responsibility for the operation and maintenance of the City-standard public right-of-ways and streetscape elements will be designated as defined in the various City of San Francisco Municipal Codes and Maintenance Matrix. Acceptance of water, storm drain, sewer, streetlight and power infrastructure shall be subject to SFPUC approval. Improvements in the Right-of-way approved by SFPUC for treatment of public streets shall be accepted and maintained by the City. Proposed water, storm drain and sewer infrastructure shall be designed to facilitate future access for maintenance. The SFPUC shall review proposals for surface improvements above

and near proposed public water, sewer, storm drain, streetlight and power infrastructure on a case-by-case basis to ensure that future access for maintenance and replacement is preserved.

As outlined in the Maintenance Matrix, a private entity shall maintain and restore the non-standard street pavement materials, including decorative paving, within the raised intersection and raised crosswalk subject to a City-approved major encroachment permit or equivalent agreement. Restoration shall include replacement of the pavement markings within areas with special striping or decorative treatments.

8.8 Phasing of Improvements

The 700 Innes and India Basin Open Space properties will be developed over phases and shall comprise vertical and horizontal improvements to the existing site.

Phasing of improvements will align development of parcels and open space to provide for adequate access, necessary utilities, water drainage, required mitigation, and early activation of shared amenities during build-out as defined by the Project. Phasing shall comply with the requirements elaborated in the Development Agreement, Exhibit N "Phasing Plan and Phasing Diagram".

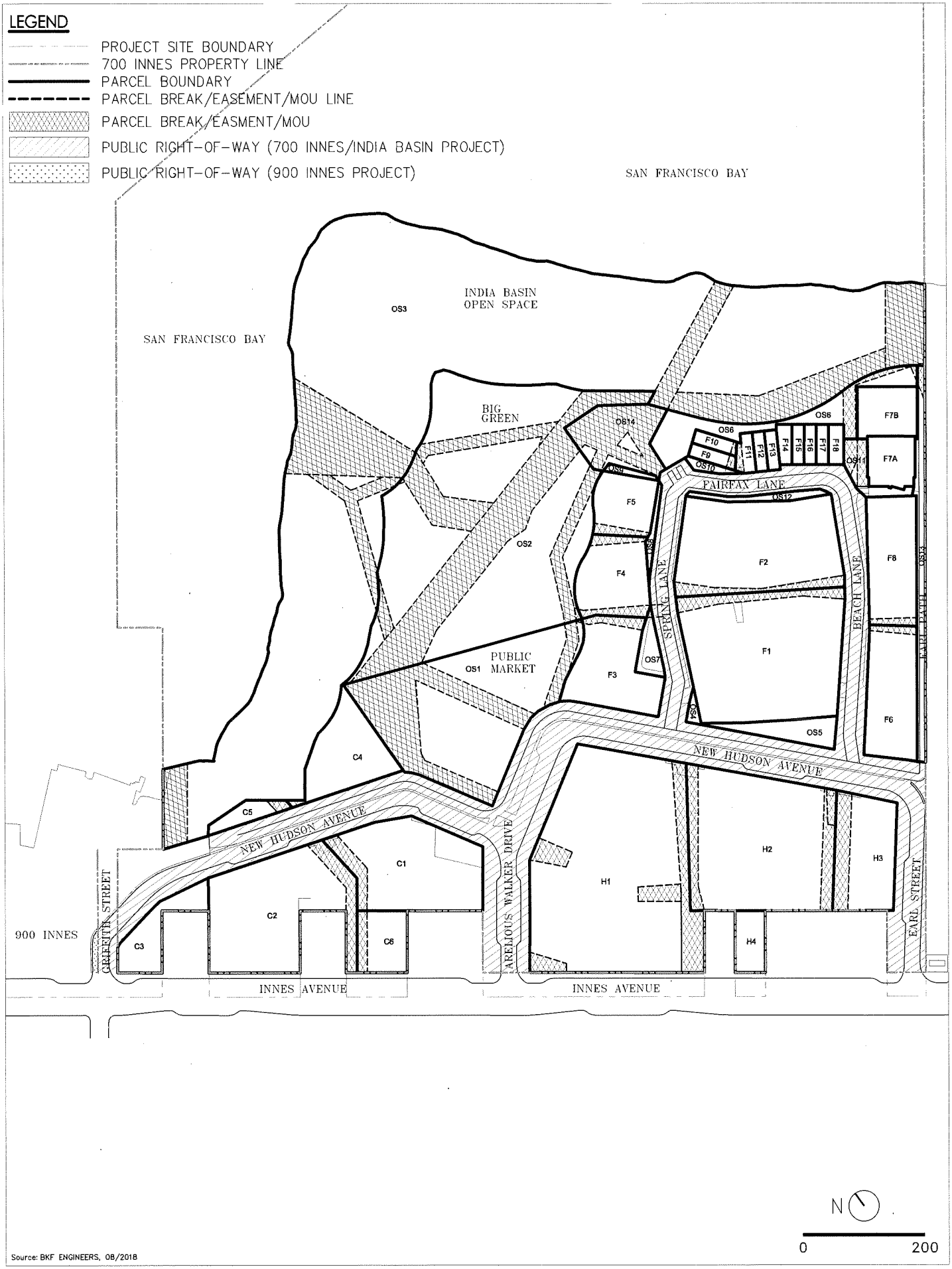
8.9 SFMTA Infrastructure

Where required, and where implemented in accordance with SFMTA standards, the following list of infrastructure items includes items to be owned, operated, and maintained by the SFMTA within public right-of-ways:

- Signals and Signal Interconnects, including Muni Bus Prioritization signals
- TPS signal preempt detectors
- Conduit containing TPS signal cables
- Transit shelters
- Paint – poles and asphalt delineating coach stops
- Asphalt painting for transit lanes
- Departure prediction ("NextBus") monitors and related communications equipment

- Bicycle racks
- Crosswalk striping, except for areas with a raised intersection/crosswalk or with painted concrete special striping or other special decorative treatment
- Bike lane and facility striping
- APS/Pedestrian crossing signals
- Street Signs

The Developer shall design and construct all street and traffic signs as well as pavement markings to the specifications and approvals of the SFMTA.


LEGEND
PROJECT SITE BOUNDARY
700 INNES PROPERTY LINE
PARCEL BOUNDARY
PARCEL BREAK/EASEMENT/MOU LINE
PARCEL BREAK/EASMENT/MOU
PUBLIC RIGHT-OF-WAY (700 INNES/INDIA BASIN PROJECT)
PUBLIC RIGHT-OF-WAY (900 INNES PROJECT)
SAN FRANCISCO BAY
INDIA BASIN OPEN SPACE
OS3
SAN FRANCISCO BAY
BIG GREEN
OS14
OS6
F7B
F7A
F10
F9
F11
F12
F13
F14
F15
F16
F17
F18
OS10
OS11
OS8
FAIRFAX LANE
OS12
F5
OS2
F4
OS9
SPRING LANE
F2
BEACH LANE
F8
OS13
EARL PATH
PUBLIC MARKET
OS1
F3
OS7
F1
OS4
F6
OS5
NEW HUDSON AVENUE
C4
C5
NEW HUDSON AVENUE
C1
H2
H3
ARELIOUS WALKER DRIVE
H1
GRIFFITH STREET
900 INNES
C2
C3
C6
H4
EARL STREET
INNES AVENUE
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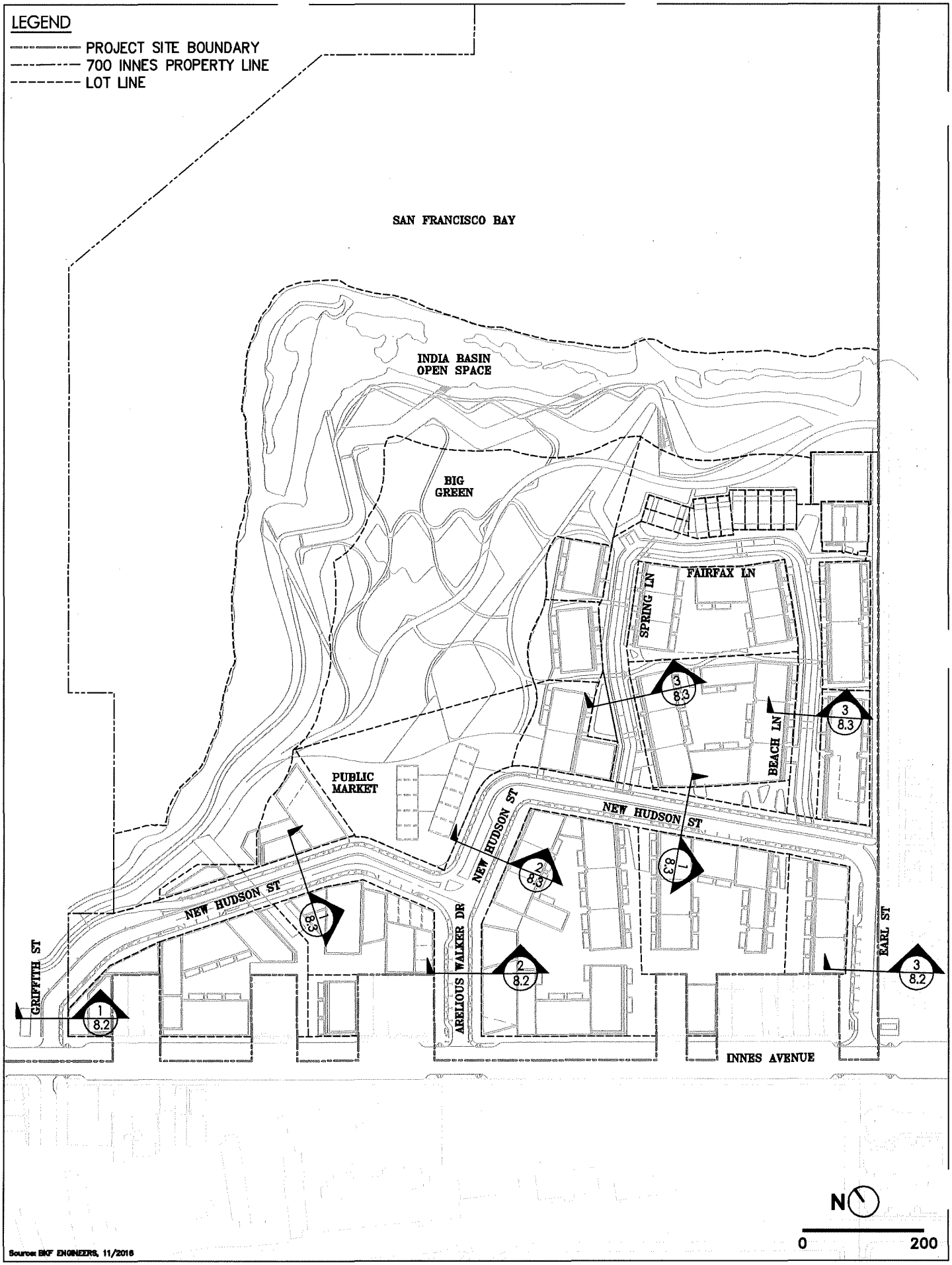

Source: BKF ENGINEERS, 11/2016

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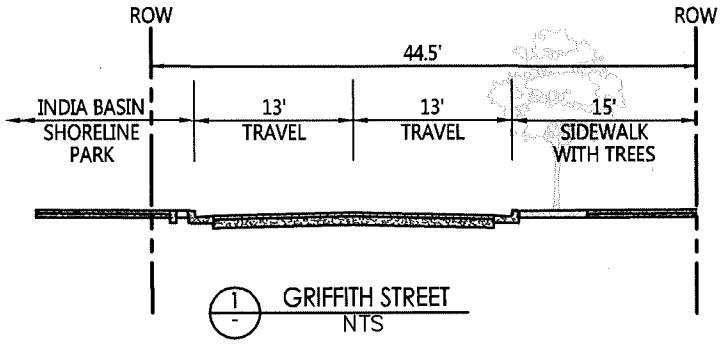
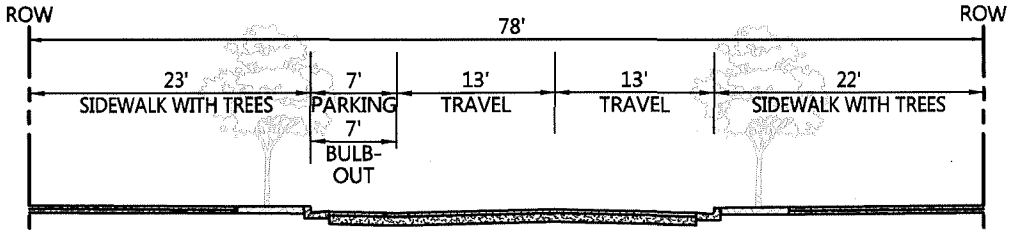
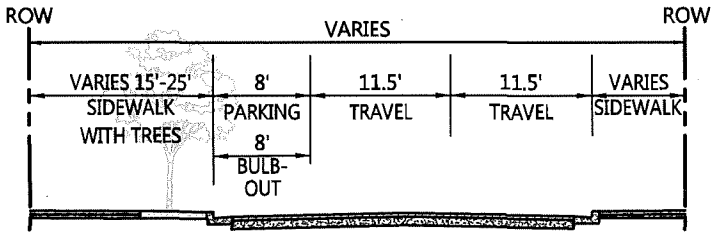


1 - GRIFFITH STREET
NTS



2 - ARELIOUS WALKER DRIVE
NTS



3 - EARL STREET
NTS

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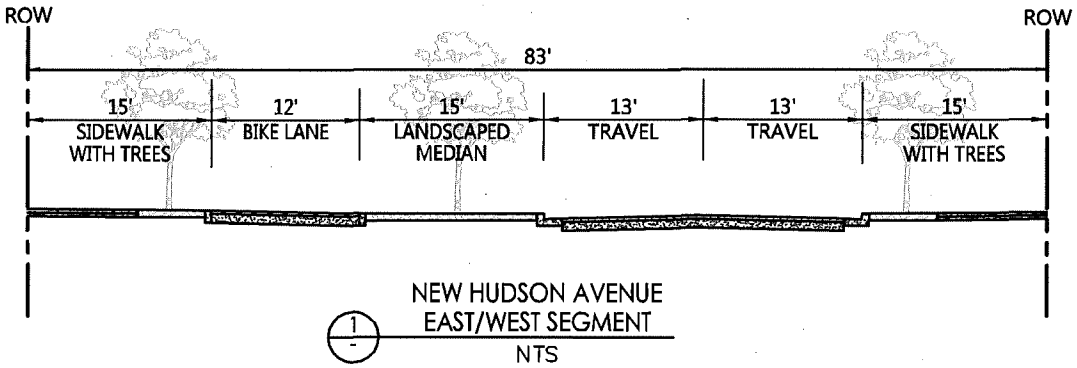
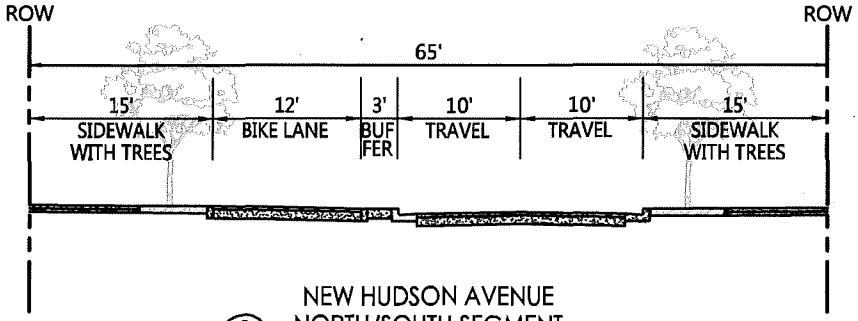
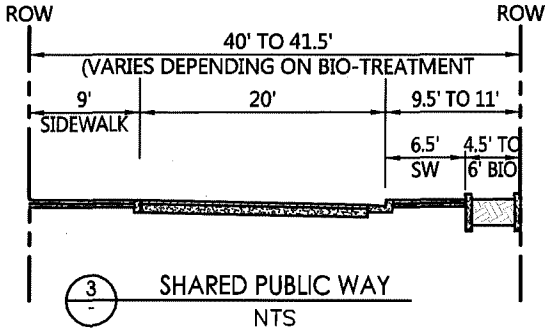


1 - NEW HUDSON AVENUE EAST/WEST SEGMENT
NTS



2 - NEW HUDSON AVENUE NORTH/SOUTH SEGMENT
NTS



3 - SHARED PUBLIC WAY
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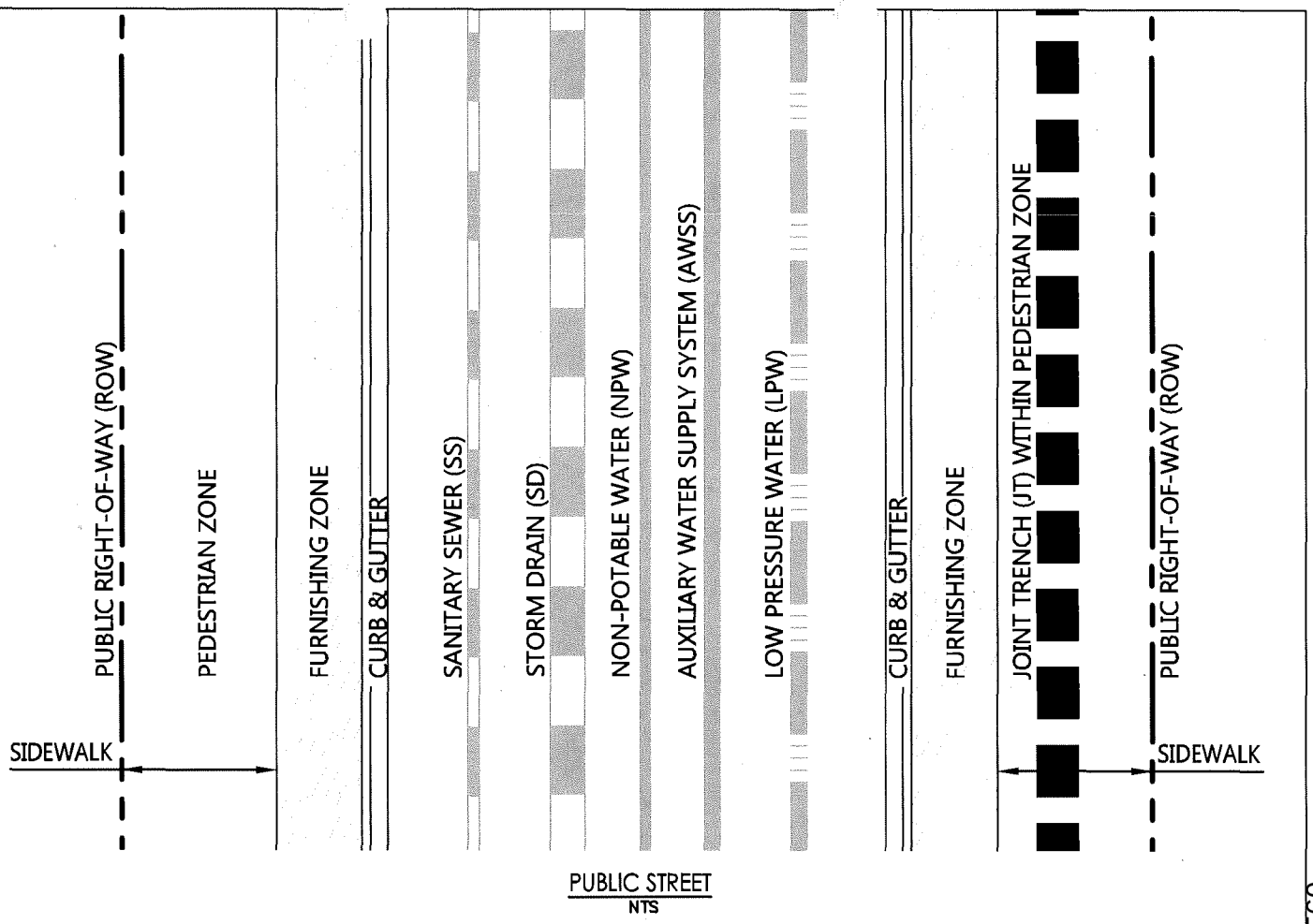
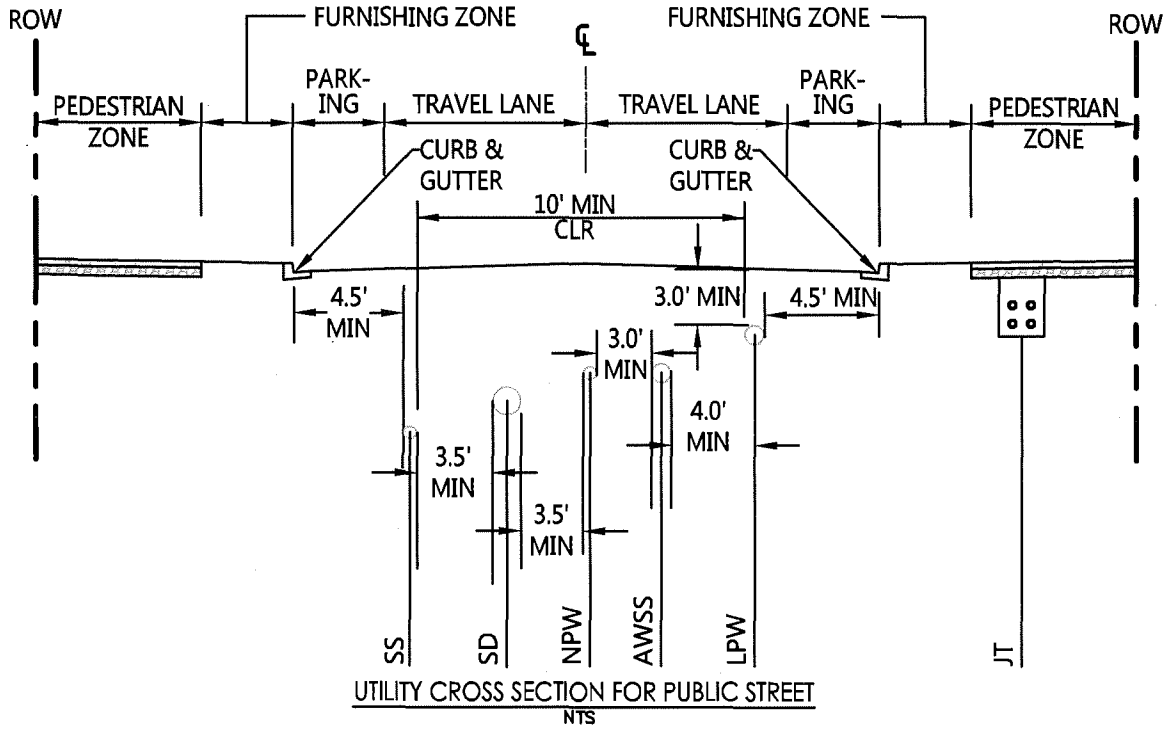


PUBLIC STREET
NTS



UTILITY CROSS SECTION FOR PUBLIC STREET
NTS

Source: BKF ENGINEERS, 11/2016

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...ing14\140068\DWG\Exhibits\Infrastructure Plan\PLOTTED SHEETS\Figure 8.1 Typical Utility Plan and Sectio
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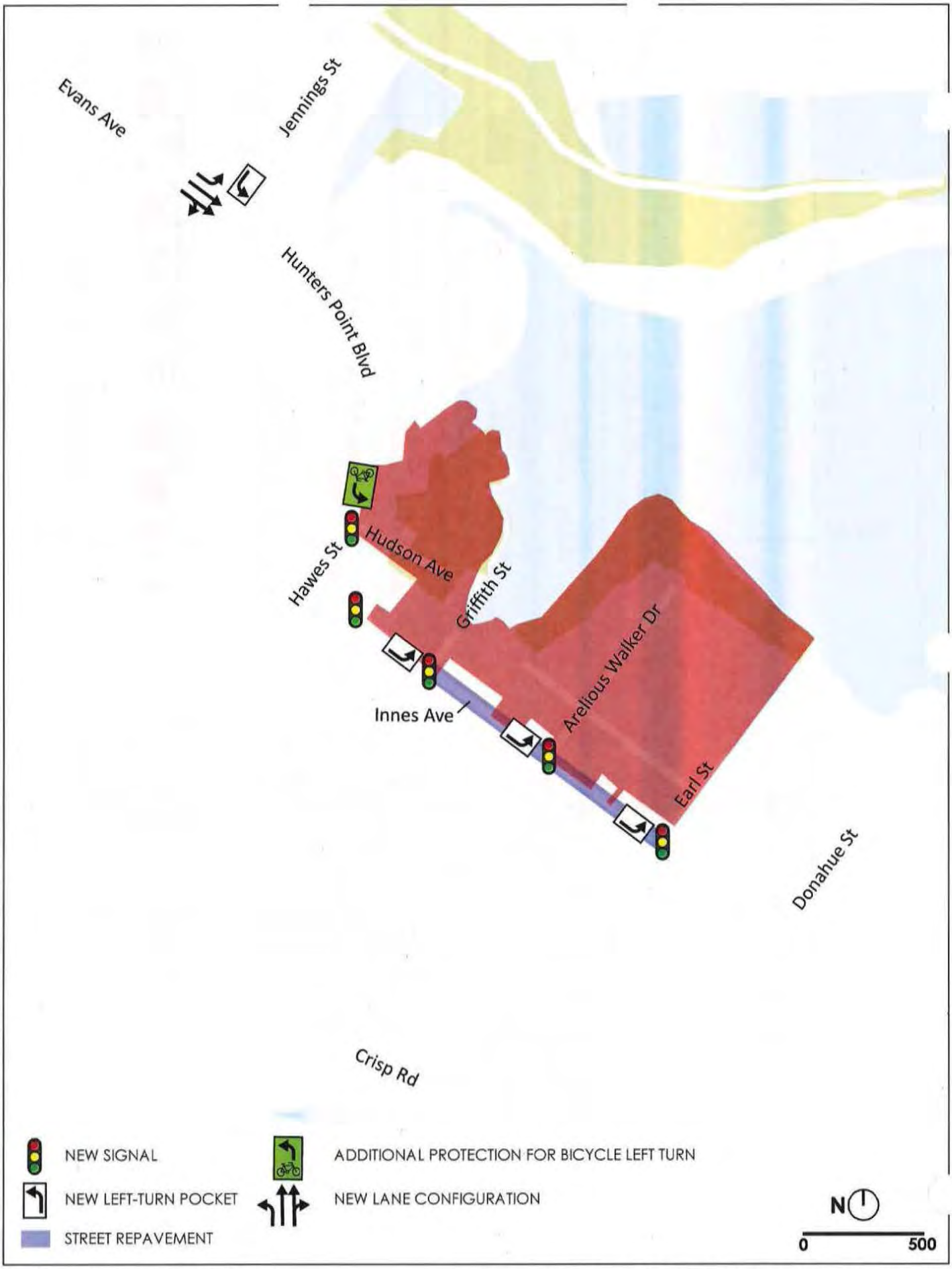
FIGURE 8.4: TYPICAL UTILITY PLAN AND SECTION



INDIA BASIN INFRASTRUCTURE PLAN

FIGURE 8.5: PROPOSED OFF-SITE INTERSECTION IMPROVEMENTS

9. OPEN SPACE AND PARKS

9.1 Proposed Public Parks

The Developer will construct one major public park—a new upland park known as the Big Green, in combination with an existing shoreline park known as the India Basin Open Space—and one major public plaza known as the Public Market Plaza as part of the Project. Land swap or parcel boundary realignment from State Lands and the City will be required to build the Big Green as proposed in the Design Standards and Guidelines. Stormwater management features will be incorporated into the park to treat stormwater generated on-site, promote site sustainability goals, and achieve compliance with the City SMR. Where feasible, blackwater management facilities may be incorporated into the park to treat blackwater, graywater and/or rain water generated from the Project, promote site sustainability goals, and achieve compliance with San Francisco Health Code Article 12C. Figure 9.0 identifies the locations and areas of the proposed public parks at the Project Site. Wetlands will be incorporated into the park as mitigation for removed waters of the United States in the form of seasonal wetlands currently located on the Project Site. Park and Plaza improvements, which may include natural areas, play areas, public art and installations, a human-powered boat launch, trails and overlooks, an off-leash dog run, small to medium public pavilions, and gardens are described in detail in the Design Standards and Guidelines. Developer shall design and install these park and infrastructure improvements, including stormwater collection facilities, stormwater management facilities, blackwater management facilities, irrigation systems, drinking fountains, and fire hydrants, per applicable City standards. Park design shall be reviewed and approved by the Recreation and Park Department and as required by law. In addition, SFPW, and SFPUC prior to permit issuance shall inspect the parks and infrastructure improvements for compliance with the approved plans prior to being sanctioned for use. Stormwater Control Plan(s) for public improvement permits must be approved prior to issuance by SFPW.

9.2 Phasing, Operation and Maintenance

The Developer will construct the park improvements in phases to match the need for parkland generated by each of the phases in the Project DA, as well as the availability of utilities to each

park area. The maintenance of improvements within the parks, including stormwater management facilities within the park, will be funded through a mix of public and private sources and completed in part by the Recreation and Park Department and private contractors, as described in the DA. Phasing of stormwater management facilities to be located in open space and parks is defined in Section 15.4.

10. LOW PRESSURE POTABLE WATER SYSTEM

10.1 Existing Low Pressure Water System

Existing low pressure water (LPW) service to the Project Site is provided by a water supply, storage and distribution system owned and operated by SFPUC. The system provides domestic water supply and low-pressure fire hydrants. The existing LPW system includes an 8-inch and a 16-inch water main on Innes Avenue which will remain and two 8-inch water lines on Arelious Walker Drive that the Developer will remove or abandon with Project development.

10.2 Proposed Low Pressure Water System

10.2.1 Project Demands

The Project water demands are identified in Table 10.0 for the Proposed Residential Project and the Maximum Commercial Variant, and are also included in the Low Pressure Water Master Plan (LPWMP). The LPWMP outlines the Project's methods used for calculating domestic water demands, including specific unit water demands used.

Table 10.0: Project Domestic Water Demands

	Residential Project	Commercial Variant
Average Day Demand (ADD)	132 gpm	107 gpm
Maximum Day Demand (MDD) (Peaking Factor 1.2)	158 gpm	128 gpm
Peak Hour Demand (PHD) (Peaking Factor 2.65)	350 gpm	284 gpm
Required Fire Flow	Varies-3,125 gpm max	Varies-3,125 gpm max
Maximum Day Demand (MDD + Fire Flow)	Varies-3,283 gpm max	Varies-3,253 gpm max

10.2.2 Project Supply

As required by the California Water Code, SFPUC prepared and approved a Water Supply Assessment (WSA) for the Project, and approved the WSA through Resolution 18-0107 on June 26, 2018. SFPUC concluded that there are adequate water supplies to serve the

Project and cumulative retail water demands during normal years, single dry years, and multiple dry years over a 20-year planning horizon.

10.2.3 Proposed Distribution System

The Developer's infrastructure obligations include the design and construction of the proposed LPW distribution system within the areas described in Section 1.2. The proposed LPW distribution system is shown in Figure 10.0. The proposed LPW distribution system will connect to the existing LPW system at Innes Avenue and will be located within the paved area of the streets.

Vertical and horizontal separation distances between adjacent sewer system, stormwater system, non-potable water and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02. Figure 8.0 shows typical utility alignment and roadway sections.

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

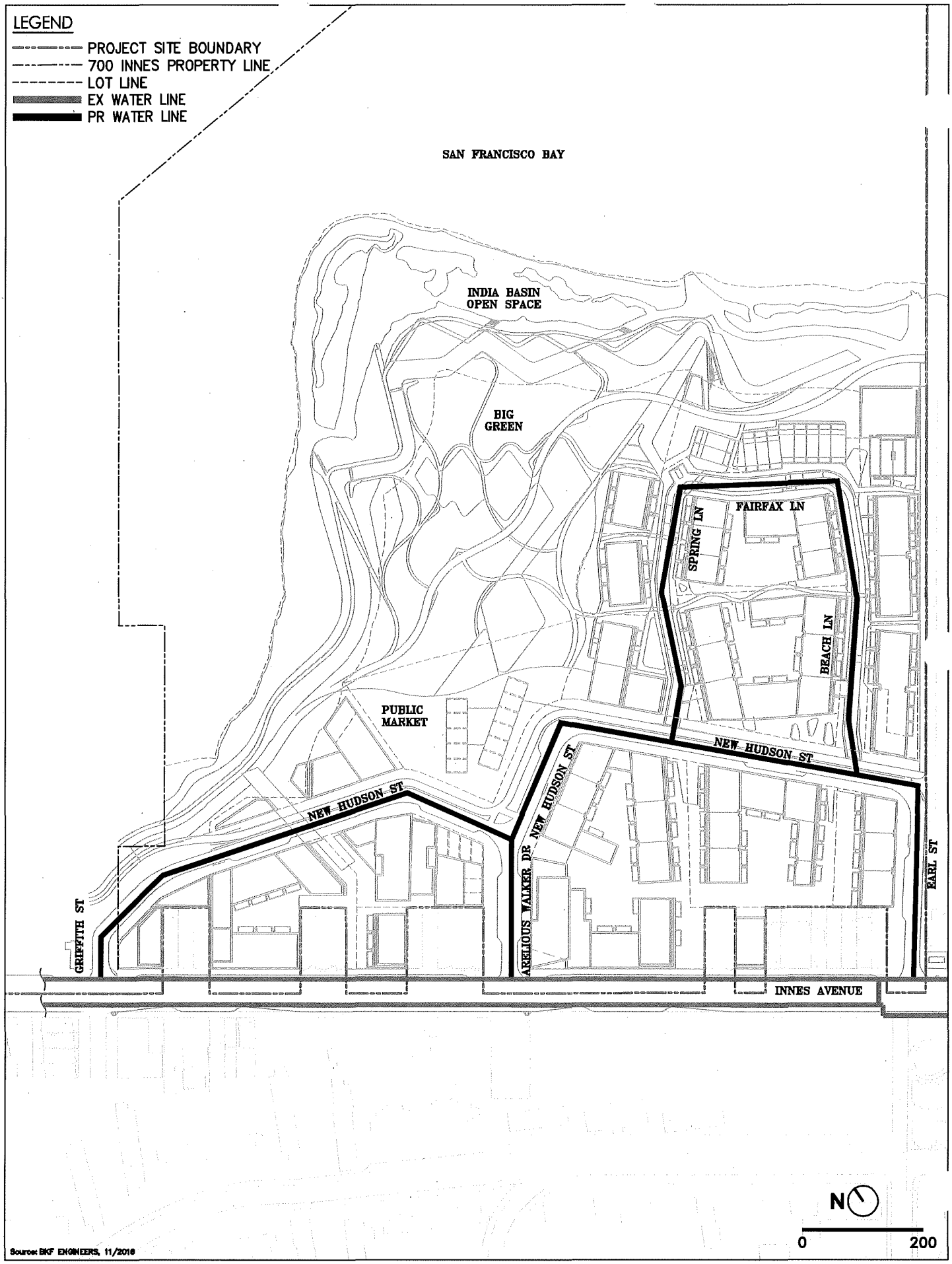
10.3 Low Pressure Water System Phasing

The Developer will design and construct the new LPW system based on the principle of adjacency, and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. Each new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system. Developer shall design and construct repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase. Temporary LPW systems will be constructed, owned, and maintained by the Developer as necessary to maintain existing LPW facilities impacted by proposed Development Phases.

The SFPUC will be responsible for maintenance of existing SFPUC-owned LPW facilities. Impacts to improvements installed with previously constructed portions of the Project due to

the designs of other phases will be the Developer's responsibility and addressed prior to approval of the construction documents for the new Phase.

For each Development Phase, the Developer will provide a Low Pressure Water Utility Report describing and depicting the existing LPW infrastructure and the proposed phased improvements (permanent and interim if applicable) and demonstrate to SFPUC's satisfaction that the Development Phase will provide the required pressure and flow.



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11. NON-POTABLE WATER SYSTEM

The Project Site is within the Designated Recycled Water Use Area as determined by San Francisco Public Works Code Article 22. The Project's non-potable water-use will comply with San Francisco Health Code Article 12C, and also minimize the Project's overall use of potable water. Required uses for non-potable water (NPW) include toilet flushing and irrigation. The Project also plans to use NPW to meet building cooling demands, as well as to irrigate adjacent parklands if the Recreation and Park Department, in its sole discretion, determines that this is acceptable and can reach an agreement with the Developer to address this use.

11.1 Existing Recycled Water System

The Project is located within the City's designated recycled water (RW) use area, however a City recycled water system is not currently available within or near the Project Site.

11.2 Proposed Non-Potable Water System

The Project will either implement parcel-based graywater reuse systems or a district-wide Decentralized Non-Potable Water Reuse System (DNWRS) to comply with San Francisco Health Code Article 12C. The Developer's Infrastructure obligations include the design and construction of either the DNWRS or a NPW distribution system as shown in Figure 11.0, further described in Section 11.2.3.

11.2.1 Project Demands

The Project NPW demands are identified in Table 11.2 and in the Non-Potable Water Master Plan (NPWMP). The NPWMP outlines the Project's methods used for calculating non-potable water demands, including specific unit water demands used.

Table 11.0: Project Non-Potable Water Demands

	Residential Project	Commercial Variant
Average Day Demand (ADD)	42 gpm	54 gpm
Max Day Demand (MDD) (Peaking Factor 1.4)	59 gpm	76 gpm
Peak Hour Demand (PHD) (Peaking Factor 3.0)	126 gpm	162 gpm

11.2.2 Parcel-Based Graywater

A City source of RW is not available at the Project Site. Should the Project proceed with parcel-based graywater to address NPW demands, each parcel will implement graywater reuse to supply NPW demands within the building. In the event the irrigation of parks and open space can be provided with pipes from adjacent buildings, the Project would file an application for an exemption from requirements for RW in the proposed roadway network, and a RW distribution network would not be installed if the exemption is granted. In the event an exemption is not granted, a RW distribution system would be installed with cross-connections to the LPW system within the site, but not extending outside Project Site.

11.2.3 District DNWRS

The DNWRS system, if implemented, will be located north of the Public Market and west of Spring Lane in the Big Green. The DNWRS may collect blackwater, graywater, and/or rainwater from the Project, and will include the following in one centralized location: feed tank, trash trap, bioreactor, disinfection and storage tank, and possibly heat recovery. Wastewater flows in excess of the non-potable demand will be discharged to the municipal sewer. Liquid waste from the reactor is assumed to be discharged to municipal sewer or be hauled away by truck to a location permitted to accept liquid waste, in compliance with the hazardous Materials Business Plans for Wastewater Treatment and Reuse Systems. If liquid waste is discharged to municipal system, approval from SFPUC. Trash trap waste is assumed to be disposed of with other landfill waste. The DNWRS will be enclosed and odor control unit(s) will be installed and vented to the atmosphere. The footprint of the facility will be approximately 10,000 to 20,000 square feet and will be sized for a total capacity up to 150,000 gallons per day (depending on final Project demands) and designed to allow expansion of the treatment capacity by phase.

Should the Project proceed with the Decentralized Non-Potable Water Reuse System, the following would apply:

11.2.3.1 Proposed Non-Potable Water Supply

With a DNWRS, NPW will be supplied by a DNWRS that will divert flows from the sewer system, treat these flows, and generate NPW for use on site. Excess sewer flow would be pumped to Innes Avenue for discharge to the City's sewer system in Innes Avenue. The diversion of sewer flows to the DNWRS will require approval from San Francisco Waste Water Enterprises and agreement with SFPUC.

11.2.3.2 Proposed Distribution System

Under the DNWRS scenario, the Developer's Infrastructure obligation includes the design and construction of the proposed non-potable water distribution system within the Project Site as shown on Figure 11.0. A private entity may own and operate the NPW system once complete with a Major Encroachment Permit, or alternatively, the Developer may explore the possibility that the SFPUC would own and operate the NPW distribution system. The NPW system consists of the backbone improvements - such as NPW mains, fittings, and valves – but does not include the service laterals, meters, and appurtenant installations. Developer may request to defer installation of laterals in certain cases where the adjacent vertical development will lag the infrastructure construction. The City, in its discretion and subject to a case-by-case determination and any conditions deemed appropriate, may approve such a request as an exception.

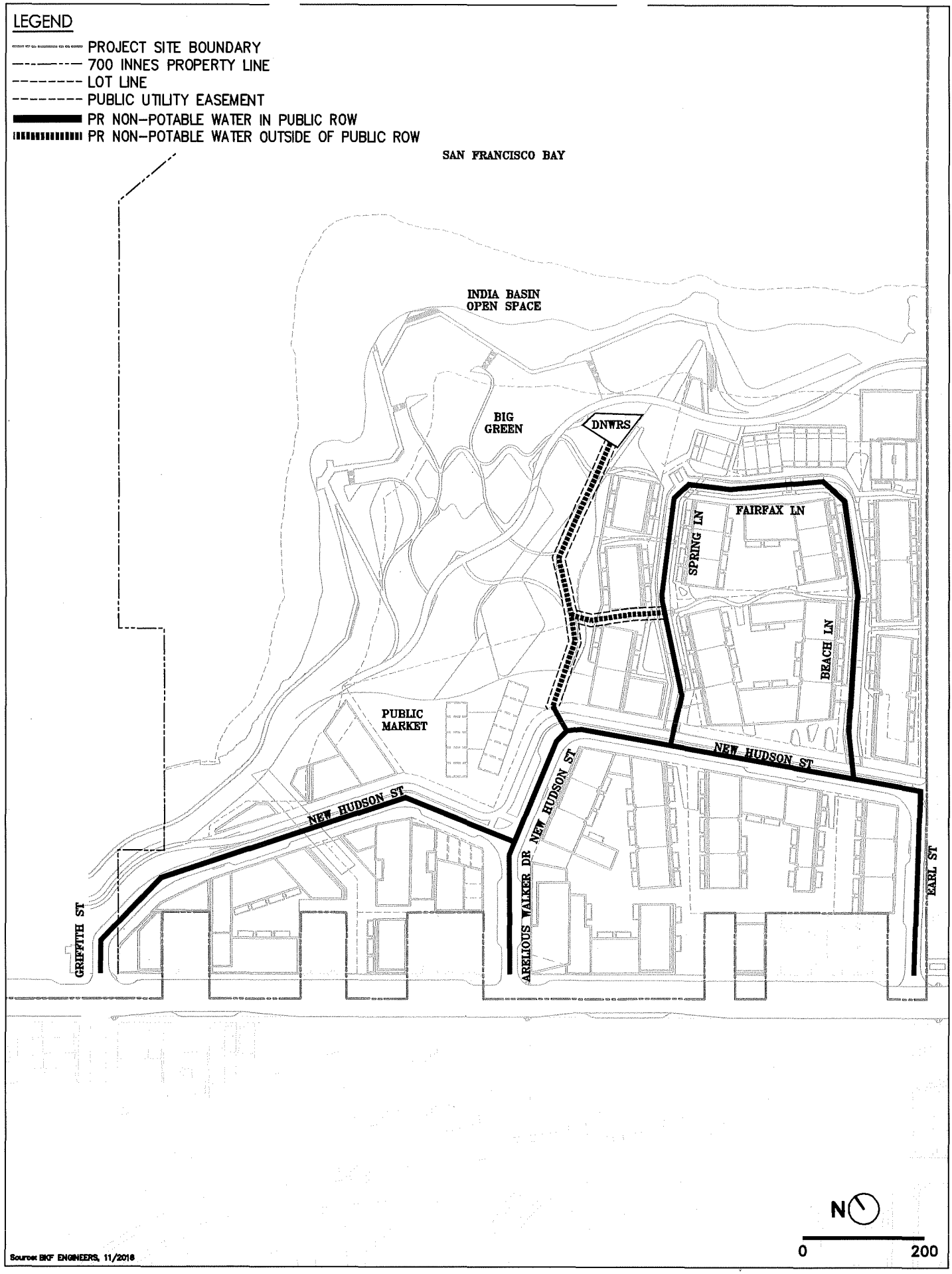
Vertical and horizontal separation distances between sanitary sewer system, storm drain system, NPW and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02 and the Subdivision Regulations. Utility Section Supplement showing each proposed street section with proposed utilities is submitted concurrently with this Infrastructure Plan. Figure 8.4 shows typical utility alignment and roadway sections.

11.3 Non-Potable Water System Phasing

The Developer will design and install the new NPW system based on the principle of adjacency, and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. Each new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system.

The operator of a DNWRS will be responsible for the new, phased NPW facilities once construction of the improvements is complete, and a major encroachment permit will be needed for the NPW distribution system. Developer shall be responsible for impacts to improvements installed with previously constructed portions of the Project due to the designs of other phases. Developer shall address such impacts to City's satisfaction prior to approval of the construction documents for the new Phase.

For each Development Phase, the Developer will provide a Non-Potable Water Utility Report describing and depicting the existing NPW infrastructure and the proposed phased improvements and demonstrate that the Development Phase will provide the required pressure and flow.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LOT LINE
PUBLIC UTILITY EASEMENT
PR NON-POTABLE WATER IN PUBLIC ROW
PR NON-POTABLE WATER OUTSIDE OF PUBLIC ROW
SAN FRANCISCO BAY
INDIA BASIN OPEN SPACE
BIG GREEN
DNWRS
FAIRFAX LN
SPRING LN
BEACH LN
PUBLIC MARKET
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NEW HUDSON ST
NEW HUDSON ST
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Source: BKF ENGINEERS, 11/2018

12. AUXILIARY WATER SUPPLY SYSTEM (AWSS)

12.1 Existing AWSS Infrastructure

The SFPUC, in cooperation with the SFFD, owns and operates the Auxiliary Water Supply System (AWSS), a high-pressure, non-potable water distribution system dedicated to fire suppression that is particularly designed for reliability after a major seismic event. Currently there is an AWSS main in Evans Avenue which does not extend to Project frontage.

12.2 Potential AWSS Infrastructure

AWSS will be constructed east of the Project Site in Innes Avenue by the Candlestick-Hunters Point Shipyard Development. The AWSS Study dated January 23, 2009 included potential AWSS expansion areas extending AWSS from Evans Avenue along Innes Avenue to the eastern frontage of the Project Site, which could be connected to the Candlestick-Hunters Point Shipyard Development improvements.

12.3 AWSS Regulations and Requirements

New developments within the City must meet the fire suppression objectives that were developed by SFPUC and SFFD. The SFPUC and SFFD work with developers to determine post-seismic event fire suppression requirements during the planning phases of each project. Requirements will be determined based on building density, fire flow, pressure requirements, City objectives for fire suppression following a seismic event, and proximity of new facilities to existing AWSS facilities. AWSS improvements (if required) will be located in public right-of-way, on City property, or on private property within a public easement, as approved by SFPUC on a case-by-case basis.

12.4 AWSS Phasing

The Developer will design and install the new AWSS based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. Each new Development Phase will connect to the existing

systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system.

Impacts to improvements installed with previously constructed portions of the Project due to the designs of other phases will be Developer's responsibility and addressed prior to approval of the construction documents for the new Development Phase.

13. SEPARATED SEWER SYSTEM

13.1 Existing Sewer System

The Project Site is located in the City's MS4 area. Approximately half of the Project Site is located within the separate storm and sewer system area and the other half is within the combined sewer area. The existing separated sewer system in place consists of a 12-inch gravity line and a 6-inch sewer force main in Arelious Walker Drive.

13.1.1 Service Area

The Project Site is located on an approximately 23.1 acre site in the Bayview Hunters Point neighborhood, consisting of 6.2 acres of Open Space and 16.9 acres of private parcels and platted streets.

13.1.2 Existing Demands

Based on the October 13th, 2016 memorandum by Sherwood Design Engineers, the existing sanitary sewer generation averages 4,472 gallons per day and a maximum demand of 10 gallons per minute.

13.1.3 Gravity Collection System

The existing sewer system consists of a 12-inch gravity line which drains to the 21-inch combined sewer main in Innes Avenue, flowing east to west and ultimately increasing to a 30-inch main continuing west to the wastewater treatment plant at Arelious Walker Drive.

13.1.4 Pump Station

There is an existing pump station at the end of Arelious Walker Drive to pump wastewater into the force main for discharge into an SFPUC manhole at the intersection with Innes Avenue,which were never conveyed to the SFPUC and are currently unused (the lots created when Arelious Walker Drive was constructed have never been developed). There is no pump within the pump station; and the system will be demolished as part of the Project.

13.2 Proposed Sanitary Sewer System

Stormwater will be managed separately from wastewater as it is the intent to change the designation of the Project Site to be fully encompassed by the MS4 separate sewer area (see Section 14). To serve the Project, a dedicated sanitary sewer (SS) collection system will be constructed throughout the Project Site and will be offered for dedication to the SFPUC for ownership and maintenance.

As noted in Section 11, the project will either construct a DNWRS or will construct NPW reuse systems at each building. Should the Project not proceed with implementation of the DNWRS, NPW distribution mains will be temporarily connected to the LPW system located in Innes Avenue until RW is supplied to the Project Site by the City.

The current design assumes that a DNWRS will be constructed, and that the majority of the wastewater generated will be treated and reused in the on-site NPW system. The DNWRS will only treat wastewater needed to meet on-site NPW demands. Excess wastewater will be pumped to Innes Avenue for discharge to the City's sewer system in Innes Avenue.

Wastewater generation, collection infrastructure, and treatment and discharge volumes to City infrastructure for both scenarios are described in the following sections.

13.2.1 Drainage Areas

Due to the site topography, the Project Site will be divided into three main sewersheds, as shown in Figure 13.0. All sewersheds ultimately culminate at the location of the DNWRS. A diversion structure will route the required flow to serve non-potable demands to the DNWRS (See Section 11.2—Proposed Non-Potable System). One pump station, located adjacent to the DNWRS, will pump sewer flows that are not diverted to the DNWRS for on-site treatment to the existing sewer in Innes Avenue (See Section 13.2.4).

All gravity piping, force mains and pump stations will be sized to match anticipated sanitary sewer flows as further described in Sections 13.2.2 through 13.2.5.

13.2.2 Sanitary Sewer Flows

Wastewater generation is driven by potable and NPW demands outlined in Sections 10 and 11, respectively. Average Dry Weather Flows (ADWF) are assumed to be 95% of the total interior water demand (based on an average of 5% consumptive water uses across all building-use categories). ADWF, Peak Dry Weather Flows (PDWF), Average Wet Weather Flows (AWWF), and Peak Wet Weather flows (PWWF) are shown in Table 13.0. Detailed sanitary sewer flow calculations can be found in the Sanitary Sewer Master Plan.

TABLE 13.0: PROJECT SANITARY SEWER FLOWS

Parameter		Residential Project	Commercial Variant
Average Dry Weather Flows (ADWF),	95% of Interior Water Demand	148,570 gpd	112,580 gpd
Peak Dry Weather Flows (PDWF)	PDWF = 3 * ADWF	445,700 gpd	337,730 gpd
Average Wet Weather Flows (AWWF)	AWWF = ADWF + infiltration	175,990 gpd	139,990 gpd
Peak Wet Weather Flows (PWWF)	PWWF = PDWF + infiltration	473,120 gpd	365,140 gpd

13.2.3 Proposed Gravity Collection System

The public sewer systems will be designed per Subdivision Regulations and SFPUC standards. In subdivision processing, including the review and approval of Improvement Plans, the Developer shall propose the precise location and final design of the wastewater systems. This proposal shall be consistent with this Infrastructure Plan and regulatory requirements, including the SFPUC design standards and specifications.

A conceptual layout and preliminary sizing of the proposed wastewater collection system is shown on Figure 13.0. The minimum allowable SS pipe size (8 inches) will be sufficient to convey PWWF for the majority of the gravity SS mains throughout the Project Site. The maximum pipe size is 12 inches. Refer to the Sanitary Sewer Master Plan (SSMP) for detailed information on sanitary sewer design criteria, hydraulic calculations and methodology.

13.2.4 Pump Station

One pump station is currently proposed and will be sized to convey the peak flow as described below. The proposed pump station will be located adjacent to the DNWRS, at the termination point for all on-site sewer lines. This station will pump sewer flows that are not diverted to the DNWRS for on-site treatment into a force main that will connect to the existing combined sewer in Innes Avenue. The proposed pump station location is shown in Figure 13.0. The pump station shall be built to Hydraulic Institute (HI) standards and will include duplex pumps, alarm systems and integrated emergency backup power.

The pump station and force main will be sized to handle the PWWF for the Project at full-buildout to ensure both have adequate capacity to accommodate all wastewater production during times when there is limited demand for NPW or the DNWRS is taken off line for maintenance. PWWFs for the entire Project are presented in Table 13.2 and will require installation of a 6-inch force main between the pump station and Innes Avenue.

TABLE 13.2: PUMP STATION AND FORCE MAIN PEAK FLOW RATES

Contributing Sewershed	Force Main Pipe Diameter (in)	Project Scenario	PWWF (gpm)	PWWF Total Dynamic Head (ft)
All	6	Residential	329	60.1
		Commercial	254	66.7

In the event that the pump station fails, adequate storage will be included for two days of the peak day volume.

13.2.5 On-Site Treatment

A DNWRS is proposed in the location shown on Figure 13.0. The wastewater treatment process will meet California Code of Regulations (CRC). The treated wastewater must meet SF Department of Public Health's water quality requirements for blackwater per Health Code Article 12C for tertiary disinfected NPW intended for unrestricted reuse application including: landscape irrigation, cooling tower make-up and toilet flushing. Monitoring of

and reporting on treatment performance as well as system controls and operations will meet local and state standards.

Average daily flows to be treated at the DNWRS are driven by the Project Site's NPW demands; the remaining site-generated wastewater will be discharged to the City's combined sewer. Alternatively, this wastewater could be treated for export offsite in a district scale NPW reuse scheme. This water would be available for neighboring park parcels or others to purchase, and would require an agreement with adjacent owners/projects if the system is private operated.

Table 13.3 indicates the anticipated average daily flows treated on-site versus discharged off-site to the public sewer. Detailed analysis is included in the SSMP.

TABLE 13.3: ON-SITE TREATMENT AND DISCHARGE TO CITY SEWER

	Residential Project	Commercial Variant
On-site Treatment, gpd (% of Total Site WW)	74,030 (48%)	92,804 (76%)
Discharge off-site, gpd (% of Total Site WW)	81,609 (52%)	28,999 (24%)

13.2.6 Solids Management

The management of solids will be carefully considered as part of the DNWRS design. It is anticipated that screenings will be washed and compacted as part of the unit operation. These solids, consisting of items such as rags and plastics, will be contained in a roll-off bin system and hauled offsite periodically. Should an activated sludge process be selected, primary sedimentation will not be required and the majority of the solids produced will be biological solids wasted from the activated sludge process. In this case, a waste activated sludge pumping system would return these solids to the municipal sanitary sewer system for treatment at the Southeast Treatment Plant. Should a fixed film process (e.g., recirculating packed bed filter, treatment wetlands) be selected, the majority of solids produced onsite will be primary solids. These solids would be periodically removed from primary sedimentation tanks via pump-out ports. These solids can be removed from the

site in vactor trucks or liquefied and pumped into the municipal sanitary sewer based on a mutually agreed upon arrangement between the Developer and the City.

13.3 Separated Sewer System Phasing

The Developer will design and install the new sanitary sewer system based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary sanitary sewer may be constructed and maintained by the Developer as necessary to maintain service to existing buildings.

13.4 Ownership & Maintenance

All sanitary sewer conveyance and pump station infrastructure will be publicly owned and located within the public ROW, City-owned property, or a utility easement. All utility easements and fee dedications will require SFPUC review and approval on a case-by-case basis.

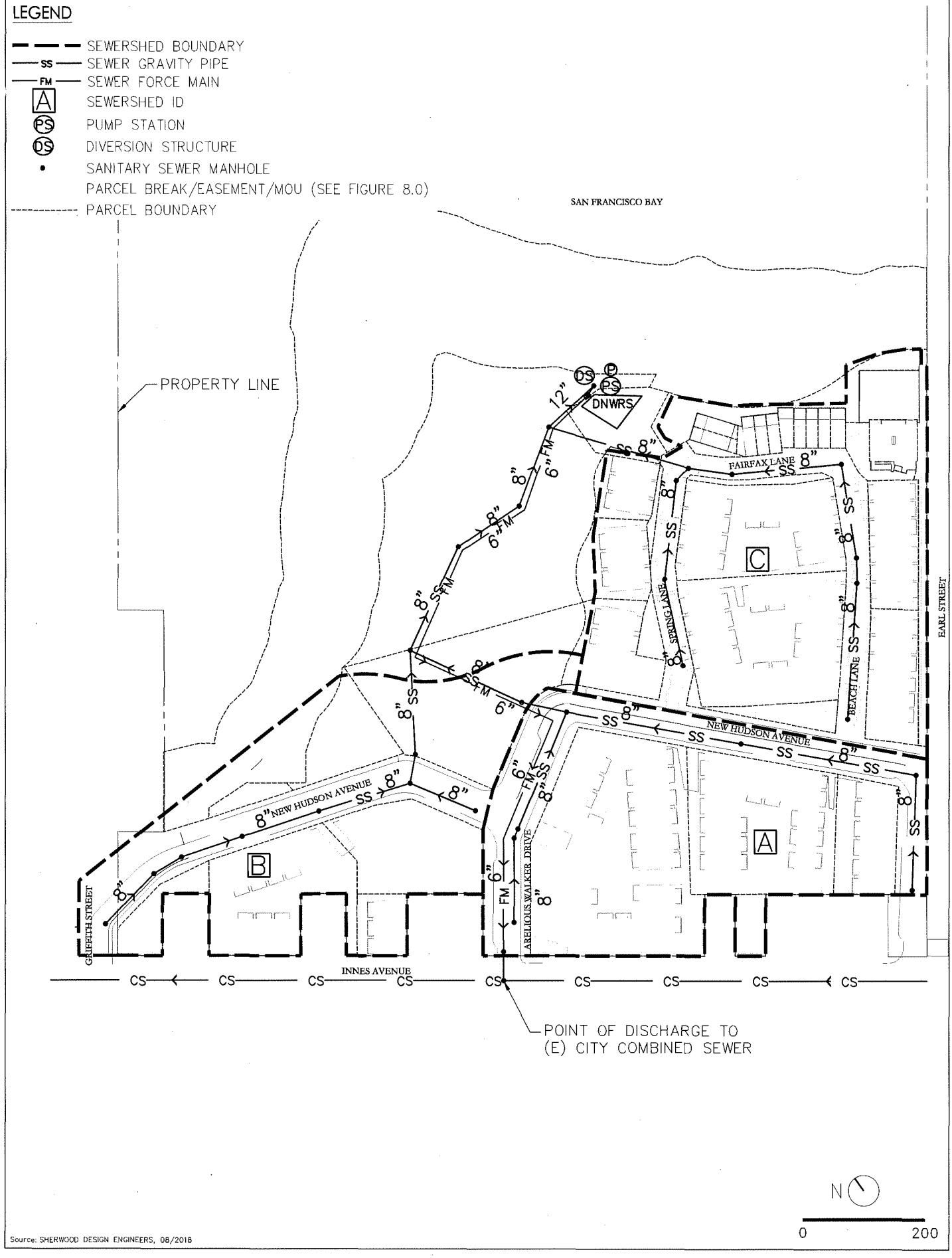
Ownership of on-site wastewater treatment infrastructure (DNWRS, diversion structure and associated infrastructure) will be determined during the first Development Phase; several arrangements are possible and will be evaluated as the Project progresses. All ownership and O&M arrangements will comply with requirements of Article 12C of the City and County of San Francisco Health Code. The ownership and maintenance alternatives being evaluated include:

- 3rd Party: The Developer would be responsible for contracting a 3rd party to own and operate the DNWRS. The Community Facilities District would pay for on-going operation of the DNWRS by the 3rd party contractor.

- City owned & operated: The DNWRS would be offered for dedication to SFPUC and, if accepted, the SFPUC would own and maintain the facility.

In the event that at the time of infrastructure permitting recycled water is available to the Project, on-site wastewater treatment infrastructure would likely not be constructed. In this alternative, recycled water would be provided via this presumably public infrastructure.

In all scenarios, all SS conveyance infrastructure will be publicly owned and located within the public ROW, public utility easement, or MOU. The pump station will be publicly owned and located on property owned in fee by the City.



Source: SHERWOOD DESIGN ENGINEERS, 08/2018

14. STORMWATER SYSTEM

14.1 Existing Stormwater System

The Project Site is primarily undeveloped and the entire site slopes to the north from Innes Avenue toward the Bay. This slope varies from five to ten percent between Innes Avenue and the New Hudson Avenue right-of-way, where it then flattens to between one and two percent. The dry land portions of the site terminate at an eight- to ten-foot high embankment at the edge of the Bay. Within the flatter area below New Hudson Avenue, several small mounds of dumped fill rise between 15 and 20 feet above the surrounding terrain, all located on the east side of Arelious Walker Drive.

Approximately half of the Project Site, including all of Arelious Walker Drive, is currently located within the MS4 area, as designated by the SFPUC. The only storm drain infrastructure on the site is a series of catch basins and 12-inch storm drain line in Arelious Walker Drive. This line flows downhill to an inactive pump station inside a locked utility fence adjacent to the Bay, from which the project survey indicates a 14-inch force main connects this system up to the Innes Avenue combined sewer at the intersection with Arelious Walker Drive.[2] There is an existing 36" concrete stormwater outfall located just north of Arelious Walker Drive extending through existing wetlands adjacent to the San Francisco Bay. It is uncertain if this structure is in use. The structure will be demolished as part of the Project. Given that the Arelious Walker Drive storm drain system is the only existing facility on the undeveloped portions of the Project Site, the majority of rainfall is currently either absorbed into the ground or runs off as overland sheet flow to the Bay shoreline. There are no records of storm drain connections for the existing improved properties, but it is assumed the runoff from building roofs and front yard areas is discharged through lateral connections to the Innes Avenue combined sewer. Because the terrain drops away sharply from Innes, the rear portions of these

[1] It is noted that a pumped stormwater connection to the City sewer is not consistent with the SFPUC Separate Sewer (MS4) Area designation that covers nearly half of the Project Site, including all of Arelious Walker Drive, thus confirming the fact that these improvements were never conveyed to the SFPUC.

lots most likely drain north to the vacant part of the site and the Bay. The existing storm drain infrastructure described above is shown in site survey included in Appendix A.

14.2 Proposed Storm Drain System

The Project plans to collect all stormwater runoff in a storm drain network for discharge to the San Francisco Bay (The Bay). This will require expanding the extent of the City's NPDES Phase II Municipal Separate Storm Sewer System (MS4) Permit. The MS4 permit sets the stormwater treatment requirements per the San Francisco Bay Region of the California Regional Water Quality Control Board (CRWQCB). The Project proposes to change the MS4 boundary such that the Project Site is fully encompassed by the MS4 permit to discharge treated stormwater to The Bay. The Developer is responsible for initiating and completing the application, providing a schedule and plan, and identifying all new outfalls.

Stormwater conveyance infrastructure is described in this section; Section 15 includes further detail on stormwater quality management.

14.2.1 Drainage Areas

The Project consists of multiple blocks of mixed-use development, with residential and commercial buildings surrounding courtyards built on podiums, as described in Section 1. These improvements, which include new public roadways on both existing and reconfigured right-of-ways, will be spread along the entire Innes Avenue frontage and extend almost to the Bay along the Project Site's easterly boundary. The remainder of the Project will be a combination of public and privately owned open space (referred to as "The Big Green") along the Bay shoreline and in the northwestern part of the Project Site. Table 14.0 summarizes the planned land cover for both the Commercial and Residential variants described in Section 1, which do not vary despite the difference in land use.

TABLE 14.0
Proposed Land Cover

	Pervious Area		Impervious Area		Total Area	
	Ac	%	Ac	%	Ac	%
Developed Areas[1]	1.7	10%	15.4	90%	17.1	100%
India Basin Open Space	5.4	90%	0.6	10%	6.0	100%

[1] "Developed Areas" includes private parcels and Public Right-of-Way. A more detailed breakdown is included in Table 15.0.

The Project Site is divided into four main watersheds, labeled A-D in Figure 14.0. The conveyance system, outfall locations and water quality features associated with watershed are summarized below. Specific design criteria and methodology for sizing of collection and stormwater conveyance systems are detailed in the Stormwater Collection and Treatment Master Plan.

Watershed A:

Stormwater runoff from watershed A will be conveyed in a gravity storm drain system sized to convey the 5-year storm event and discharge to the Bay at outfall Y. Water quality events requiring treatment will be diverted to the Big Green for treatment in centralized bioretention areas. Runoff from storm events exceeding the 5-year event up to the 100-year event will flow overland through public streets and across the Big Green and discharge into the Bay.

Watershed B:

Stormwater runoff from watershed B will be conveyed in gravity storm drain pipe network Stormwater runoff from watershed B will be conveyed in gravity storm drain pipe network sized to convey the 5-year storm event to outfall Y. Within Watershed B, runoff from the water quality events will be diverted to the Big Green for treatment in a centralized bioretention basin. Due to site grading considerations, Watershed B may require a stormwater treatment pump station to convey the water quality event to the centralized bioretention basin in the Big Green. Flows in excess of the 5-year storm event, up to the 100-year storm event, will be conveyed overland within public streets to the low point on

the west end of New Hudson Avenue (Figure 14.1). From this low point, stormwater will be routed safely through an overland flow easement to discharge into the Bay.

Watershed C:

Stormwater from private parcels in Watershed C will be directed to private bioretention facilities to receive treatment prior to entering the piped storm drain system. Stormwater runoff from the Shared Public Way ROW (See Figure 8.3) will be treated in publicly owned roadside bioretention planters prior to entering the piped storm drain system. See figure 15.2 for a typical roadside bioretention detail. Storm events exceeding the water quality event will bypass into a gravity storm drain system sized to convey the 100-year storm. The storm drain system serving watershed C will discharge to the Bay at outfall Y. The storm drain system within watershed C is designed to convey the 100-year storm (rather than the 5-year storm) because the Shared Public Way street design limits overland conveyance of large storms within the street section.

Watershed D:

Stormwater from private parcels in Watershed D will be directed to private bioretention facilities to receive treatment prior to entering the piped storm drain system. Stormwater runoff from the Shared Public Way ROW will be treated in publicly-owned roadside bioretention areas (Figure 15.2) prior to entering the piped storm drain system. As within Watershed C, the Shared Public Way street design proposed in this area necessitates a collection and conveyance system sized to convey the 100-year storm.

The Big Green:

Stormwater runoff within the Big Green will be collected into the piped storm drain system, designed to handle the 5-year storm event.

14.2.2 Stormwater Collection System

A summary of the storm drain system is provided below. Refer to the Stormwater Collection and Treatment Master Plan for detailed information on collection and conveyance system design, hydraulic criteria and modeling.

Collection and Piped Conveyance System

A separate storm drain system (carrying no wastewater) will be constructed in all proposed streets within the Project Site sized to convey, at a minimum, the 5-year storm (See Figure 14.0). Piped storm drain conveyance in the "Flats," will be designed to carry the runoff from a 100-year storm given that the Shared Public Way street design proposed for this area will limit opportunities for overland conveyance of large storms.

All piped conveyance infrastructure will be designed to meet National, State and City requirements. The location of catch basins and drainage inlets within public streets, as well as minimum pipe sizes required to accommodate runoff from a 5-year storm, will be in accordance with SFPW and SFPUC requirements. Discharge of runoff from all storm events will be to the Bay at two proposed outfalls, described below.

Overland Flow (100-yr Flood Event)

The street sections are designed to have the capacity to convey runoff from the 100-year storm event, without overtopping the street's curbs and flooding private property. The exceptions are Spring, Beach and Fairfax Lanes in "The Flats" (Watershed C & D) where, due to the Shared Public Way street design described in Section 8, the piped collection and conveyance system are sized for the 100-year storm event. These streets only need to be designed to have the capacity to convey the flow resulting from a water main break within the street section (under the assumption that the nearest inlet could be entirely blocked). Table 14.1 includes the design flow in comparison to street capacity for the street sections shown in Figure 14.0.

At downhill cul-de-sacs and sumps, overland surface drainage channels located within dedicated easements/MOU shall be provided if necessary to convey water safely to the

Bay and prevent flooding of adjoining property. See Figure 14.1 for the overland release strategy. Easements require SFPUC approval on a case-by-case basis.

Within the Big Green (RPD-owned land), the developer will work out the necessary rights to ensure overland flow paths are maintained within this land.

Table 14.1
Overland Flow Calculations

Section ID (Figure 14.1)	Street Name	100-yr Peak Flow Q (cfs)	Water Main Break Q (cfs)	Street Capacity Q_{max} (cfs)
1	New Hudson Avenue	29.5*	10	29.6
2	Arelious Walker	4.8	10*	27.7
3	Earl Street	1.8	10*	27.7
4	Spring Lane	NA (Storm drain sized to carry flow)	10*	17.4
5	Beach Lane		10*	15.2
6	Fairfax Lane		10*	10.5

*Indicates controlling flow condition

14.2.3 Stormwater Treatment Pump Station

Due to grading and earthwork constraints, a stormwater treatment pump station may be needed to lift the water quality storm event into the centralized bioretention basin located within the Big Green. The inclusion of a treatment pump station will be avoided if possible, and will require approval by the City during the Master Utility Plan review and approval process. If a stormwater treatment pump station is needed, it would be privately owned and maintained with funds from the Community Facilities District (CFD), along with Big Green stormwater quality infrastructure (See Section 14.5).

A diversion structure (Figure 14.1) will be designed to divert the water quality storm events to the potential stormwater treatment pump station, while bypassing higher flows directly to the gravity conveyance system discharging at Outfall Y. The peak flow rate that would need to be conveyed by the treatment pump station is estimated to be 0.92 cfs (415 gpm), pending SFPUC review and approval.

14.2.4 Outfalls

Two outfalls are proposed to be constructed along the shoreline. The recommended outfall elevation for both outfalls is 9.0-feet NAVD88. This elevation ensures the outfalls will be accessible and maintainable at current the Mean Tide Level of 3.3-feet, as well as at future Mean Tide Level considering the highest projections of SLR for 2100 (66-inches), which corresponds to a future Mean Tide Level of 8.8-feet.

The outfall elevation and design also considers the existing shoreline condition and elevation of the marsh plain. Both outfalls will be designed as direct pipe discharges, and include appropriate measures for shoreline erosion protection. The proposed outfall elevation is high enough to allow for installation of 1 to 2-feet of riprap for energy dissipation, and low enough to minimize the potential for erosion at the transitional slope from the Big Green down to the Marsh Plain.

See Figure 14.3 for schematic details of the two proposed outfalls. The developer is responsible for permitting all new outfalls.

14.2.5 Trash Capture

The Project must comply with Track 1 of the State Water Board's adopted Trash Amendments. To comply, full capture systems shall be included throughout the entire stormwater system to control trash from being discharged into receiving waters. Full capture systems for storm drains are defined as treatment controls (either a single device or a series of devices) that trap all particles 5 mm or greater and has a design treatment capacity that is either: a) of not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm in the sub-drainage area, or b) appropriately sized to, and designed to carry at least the same flows as, the corresponding storm drain.

All trash capture designs shall be incorporated into all design submittals for review and approval by SFPUC Regulatory Compliance Staff. Prior to installation the full capture systems must be certified by the Executive Director, or designee, of the State Water Board. Uncertified systems will not be accepted by the City. To request certification, the Developer

shall work with the SFPUC to develop a certification request letter, including supporting documentation, to the State Water Board's Executive Director. The Executive Director or designee is responsible for issuing a written response either approving or denying the proposed certification.

14.3 Sea Level Rise Monitoring and Adaptation

Refer to Section 5 of this report for a description of the anticipated SLR elevations.

The storm drain design considers the highest projections of SLR for 2100 (66 inches). The system is designed to discharge by gravity under these future conditions, while maintaining the hydraulic gradeline (HGL) at a minimum of 2 feet below the ground surface as required by the Subdivision Regulations. Additional description of the system and hydraulic modeling is provided in the Stormwater Collection and Treatment Master Plan.

14.4 Storm Drain System Phasing

The Project will design and install the new SD System based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the ProjectDA. Each new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. The outfall associated with the storm drain conveyance system shall be constructed in the same phase. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary SD connections may be constructed and maintained by the Developer as necessary to maintain service to existing buildings.

14.5 Ownership and Maintenance

The primary conveyance features of the storm drain system are proposed as publicly owned and maintained utility lines, inclusive of the outfalls to the Bay. Within the public streets in Watersheds A & B, the public storm drain system will collect all private parcel and public ROW runoff and convey it to water quality treatment facilities located within the Big Green. All

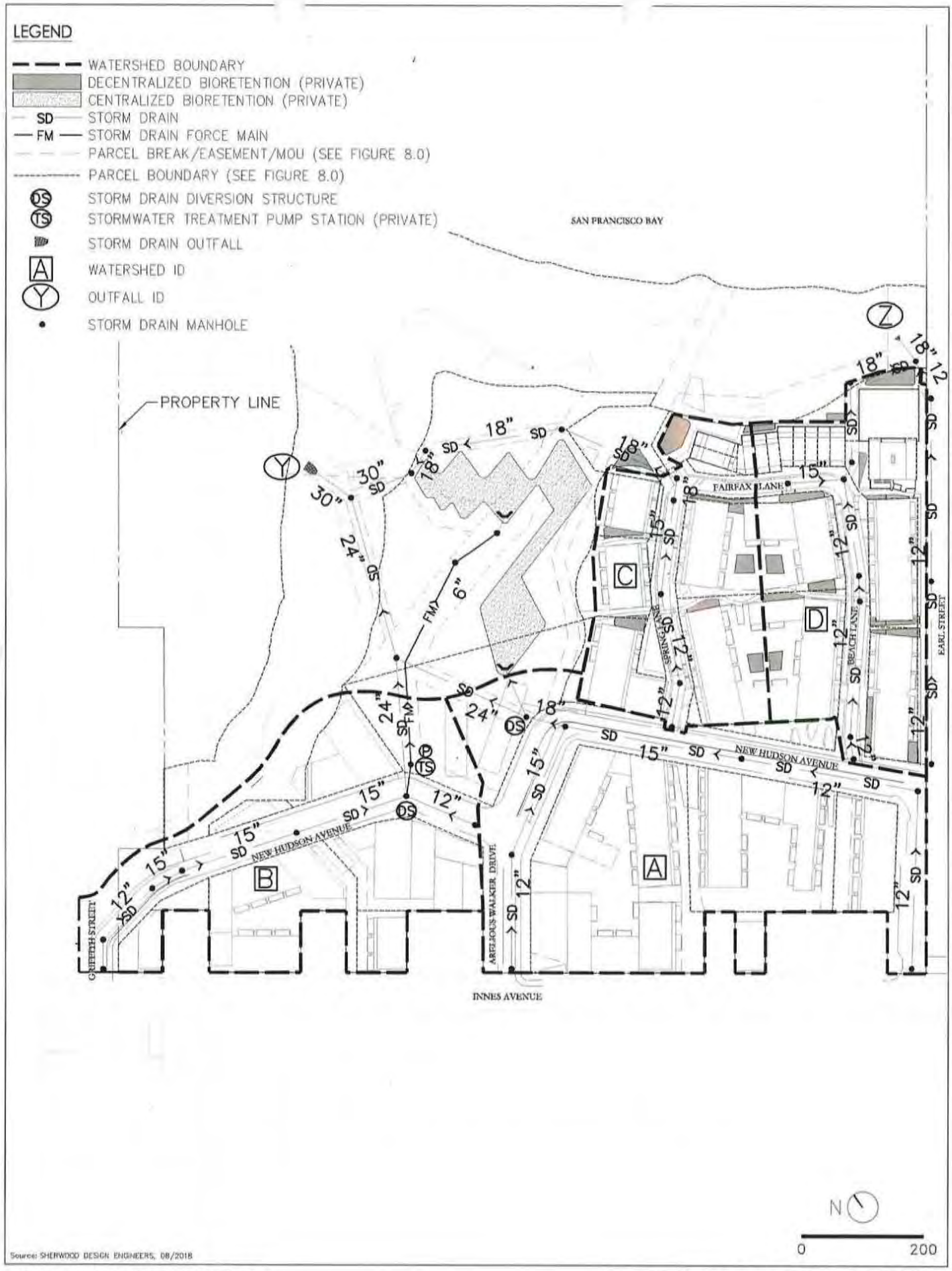
stormwater collection infrastructure, including the overflow to the Bay, will be publicly owned and located within public utility easements when not located within a public right of way.

Water quality facilities (after the diversion structure) within the Big Green will be privately owned and maintained by the Project subject to an easement. These centralized bioretention facilities will provide treatment of the water quality storm event in accordance with RWQCB standards, and as described in Section 15. All storm drain pipes located downstream of the public streets, including the outfalls connecting the treatment facilities to the Bay, will be publicly owned and located in public utility easements.

Within Watersheds C & D, runoff from private parcels will be treated in LID BMPs within the development, and then discharged to public storm drains located in adjacent public right-of-ways. The parcel-based BMPs and associated storm drain connection laterals will be privately owned and maintained by the project. Runoff from public right-of-ways will be treated in roadside bioretention planters and will be publicly owned and maintained.

All public utility easements require SFPUC approval on a case-by-case basis.

Ongoing maintenance of all privately owned stormwater infrastructure will be paid for by the maintenance entity (Community Facilities District) set up by the Developer and subject to approval from the City.


LEGEND
WATERSHED BOUNDARY
DECENTRALIZED BIORETENTION (PRIVATE)
CENTRALIZED BIORETENTION (PRIVATE)
SD STORM DRAIN
FM STORM DRAIN FORCE MAIN
PARCEL BREAK/EASEMENT/MOU (SEE FIGURE 8.0)
PARCEL BOUNDARY (SEE FIGURE 8.0)
OS STORM DRAIN DIVERSION STRUCTURE
TS STORMWATER TREATMENT PUMP STATION (PRIVATE)
STORM DRAIN OUTFALL
A WATERSHED ID
Y OUTFALL ID
STORM DRAIN MANHOLE
SAN FRANCISCO BAY
PROPERTY LINE
FAIRFAX LANE
NEW HUDSON AVENUE
GRIFFITH STREET
ARELIOUS WALKER DRIVE
INNES AVENUE
EARL STREET
SPRING LANE
BEACH LANE
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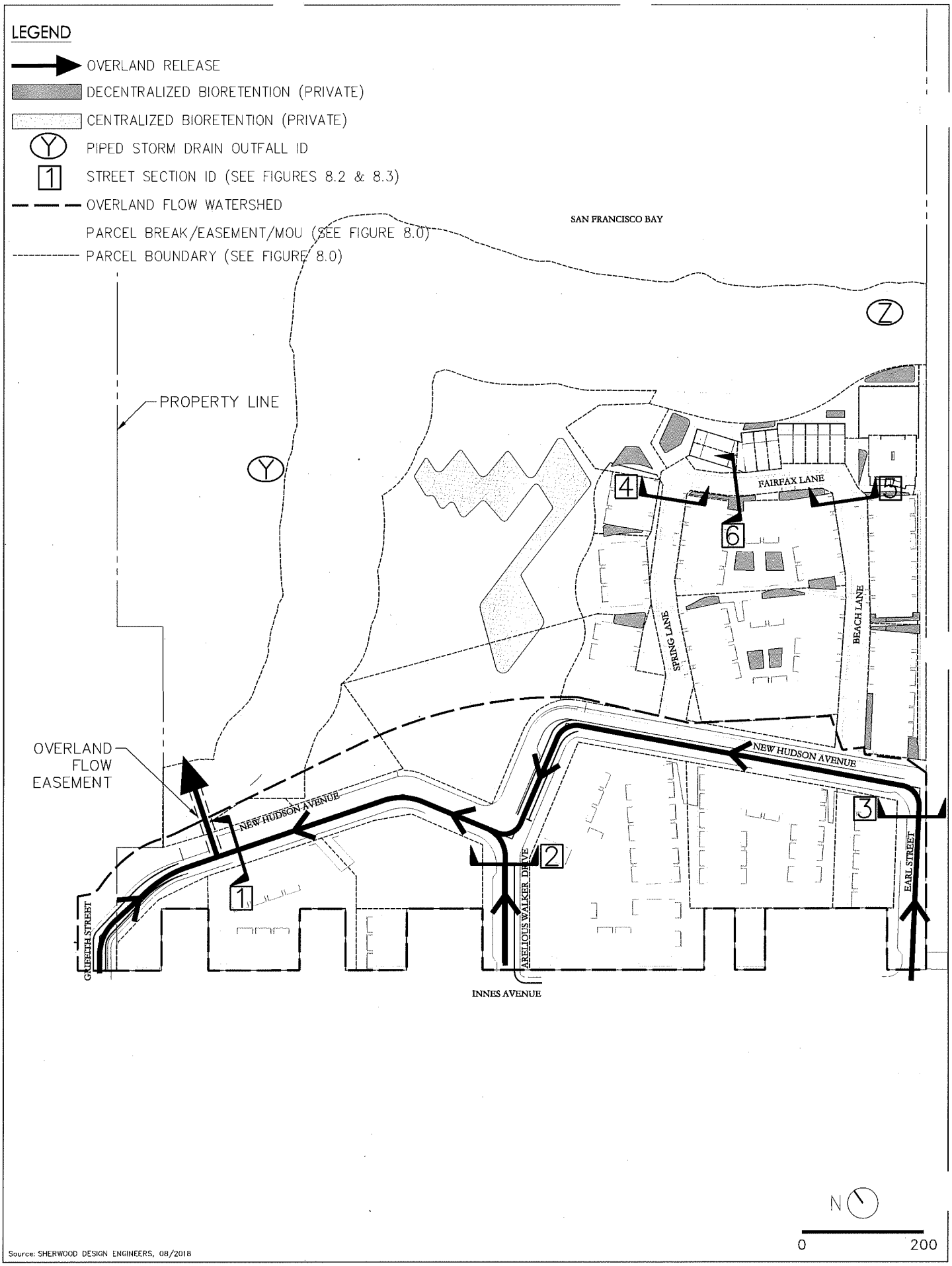
Source: SHERWOOD DESIGN ENGINEERS, 08/2018



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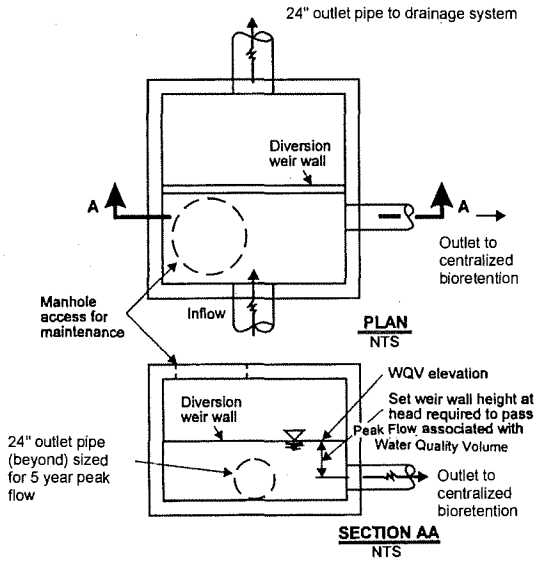
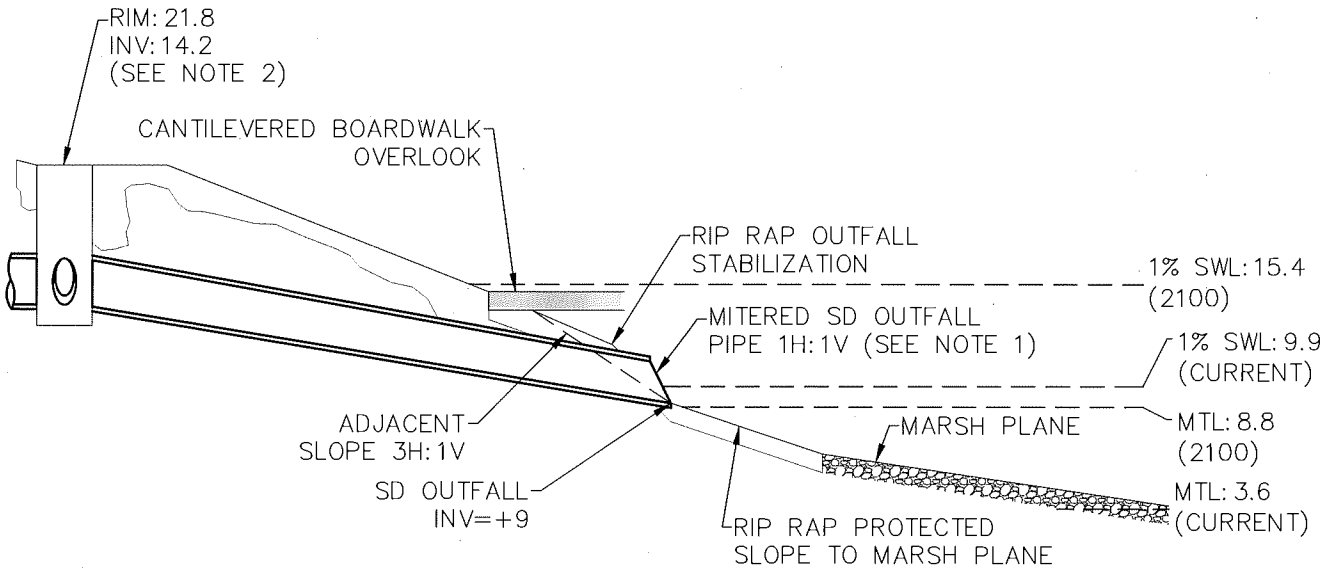
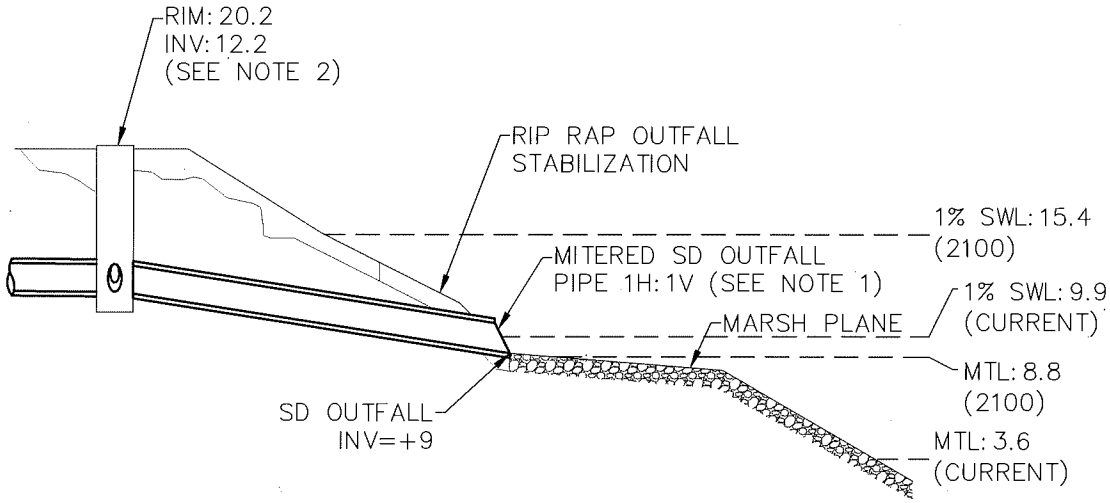


STORM DRAIN DIVERSION STRUCTURE
SCALE: NTS



OUTFALL Y



OUTFALL Z

NOTES:
1. CONCRETE WINGWALLS OR OTHER APPROVED STABILIZATION METHOD REQUIRED AT OUTFALL.
2. TRASH CAPTURE REQUIRED UPSTREAM OF FINAL MH PRIOR TO OUTFALL STRUCTURE.
3. TIDEFLEX GATE (OR APPROVED EQUAL) REQUIRED TO PREVENT FLOW FROM THE BAY.
4. GRATES REQUIRED AT END OF PIPES TO RESTRICT ENTRANCE.

PROJECTED TIDE ELEVATIONS WITH SEA LEVEL RISE					
TIDE BENCHMARK	SLR	MEAN LOW WATER (MLW)	MEAN TIDE LEVEL (MTL)	MEAN HIGHER HIGH WATER (MHHW)	1% STILL WATER LEVEL (1% SWL)
CURRENT	--	0.7	3.3	6.5	9.9
2100	66 in	6.2	8.8	12.0	15.4

NOTE: ALL ELEVATION VALUES ON NAVD88 DATUM

N

0 200

Source: SHERWOOD DESIGN ENGINEERS, 08/2018

15. STORMWATER MANAGEMENT

15.1 Existing Stormwater Management System

There is no existing Stormwater Management System.

15.2 Proposed Stormwater Management System

Stormwater will be treated prior to discharge, primarily through biofiltration, in accordance with SFPUC and Regional Water Quality Control Board requirements. Estimated treatment areas in Table 15.0 are based on planning level calculation to achieve full compliance with the SMO and achieve treatment volume for the 90% percentile 24-hour storm. It is expected the total area needed for biofiltration will be between four and five percent of the total Project Site, or between 1 and 1.2 acres. See Figure 15.0. The piped storm drainage network, described in Section 14, will convey storm water from the watersheds to water quality facilities.

All stormwater treatment facilities are currently designed as lined bioretention basins. Per the Project's geotechnical report, the lower portions of the site, which are all underlain by significant amounts of imported fill, are likely susceptible to liquefaction and lateral spreading. As a result, it is conservatively assumed that concentrated infiltration of stormwater could worsen these conditions. Additionally, there are concerns with stormwater infiltration given the potential of contaminated and/or poorly draining soils in these areas. For these reasons, all bioretention facilities will be lined and include a perforated underdrain to convey treated stormwater to storm drain outfalls permitted through a California State Water Resource Control Board MS4 permit.

All stormwater bioretention facilities will be designed per SFPUC design standards. These features will treat urban runoff through the vertical flow of water from a ponded surface through planting and amended soils at a rate of 5 inches per hour per local regulations.

Centralized Treatment at the "Big Green"

Runoff generated from the water quality storm event generated from both public streets and private parcels between Innes Avenue and New Hudson Avenue (Watersheds A and

B), will be treated in the centralized bioretention basins A and B, located within the private open space in the northwest quadrant of the site (see Figure 15.0). Because the centralized treatment facilities on the Big Green will be designed and sized to provide treatment for all runoff from watersheds A and B, the developer will not be required to provide any stormwater treatment measures on their private parcels within those watersheds.

Decentralized Treatment:

In Watersheds C and D, treatment for private parcels will occur in decentralized facilities distributed throughout the watersheds (See Figure 15.2 and 15.3). Runoff from private parcels will be treated separately from public ROW runoff.

Private parcels: Runoff from private parcels will be treated in privately owned decentralized stormwater quality BMPs integrated into the site design. Depending on the location, these treatment areas could be designed as either bioretention basins at-grade or bioretention planters on podium (Figure 15.1), or other acceptable treatment BMP per SFPUC review and approval. These features will include overflows to bypass storm events larger than the water quality event into the gravity storm drain system, which is sized to convey the 100-year storm.

Figure 15.1 includes typical details for bioretention treatment on private parcels.

Shared Public Way ROW: Stormwater runoff from the Shared Public Ways will be treated in publicly-owned roadside bioretention planters with curb inlets along the gutter. The water quality event will be diverted into these bioretention planters for treatment prior to entering the piped storm drain system. The roadside bioretention planters will be designed as in-line facilities with no overflow structure. Trench drain outlets on the downstream end of the planters will allow stormwater to overflow back into the street once they reach maximum ponding elevation. During storm events exceeding the water quality event, the planters will fill up with stormwater which will bypass additional stormwater along the gutter and directly into storm drain catch basins and gravity storm drain system sized to collect the 100-year storm.

Figure 8.3 indicates the location of the roadside bioretention in the Shared Public Ways. Figure 15.2 includes typical details for roadside bioretention planters. Depending on the width of the roadside bioretention planters, it is anticipated that the planters will be located along approximately 30 to 45% of the total roadway length (Table 15.0).

Table 15.0
Planning-Level Water Quality Summary

Water-shed ID	Watershed Area sf	Impervious Area[1] sf	Pervious Area sf	Runoff Volume Requiring Treatment cu ft	Estimated Required Treatment Area[2] sf	Estimated Proposed Treatment Area sf
Centralized Treatment (private parcels and public ROW)						
A	281,900	253,700	28,200	15,997	12,000	-
B	197,200	177,500	19,700	10,793	8,400	
Total	**479,100**	**431,200**	**47,900**	**26,790**	**20,400**	**33,000**
Decentralized Treatment (Private Parcels only)						
C	103,200	93,000	10,200	6,264	4,380	7,600
D	131,900	118,900	13,300	7,884	5,580	9,600
Total	**235,100**	**211,900**	**23,500**	**14,148**	**9,960**	**16,000**

Decentralized Treatment (Shared Public Way ROWs: Spring, Fairfax & Beach Lanes)

Water-shed ID	Roadway Length ft	Bioretention Planting Width ft	Required Treatment Area sf	% of Road Length %
C	540	3.5	790	42%
		5	850	30%
D	590	3.5	860	42%
		5	890	30%

[1]Assumed 90% impervious area for preliminary calculations. Pervious areas include landscaping on grade, planters on podium and other pervious surfaces specified in the SFPUC *MS4 BMP Sizing Calculator for Water Quality.*
[2]Minimum area required for water quality treatment to meet RWQCB MS4 requirements

15.3 Sea Level Rise Monitoring and Adaption

Refer to Section 5 of this report.

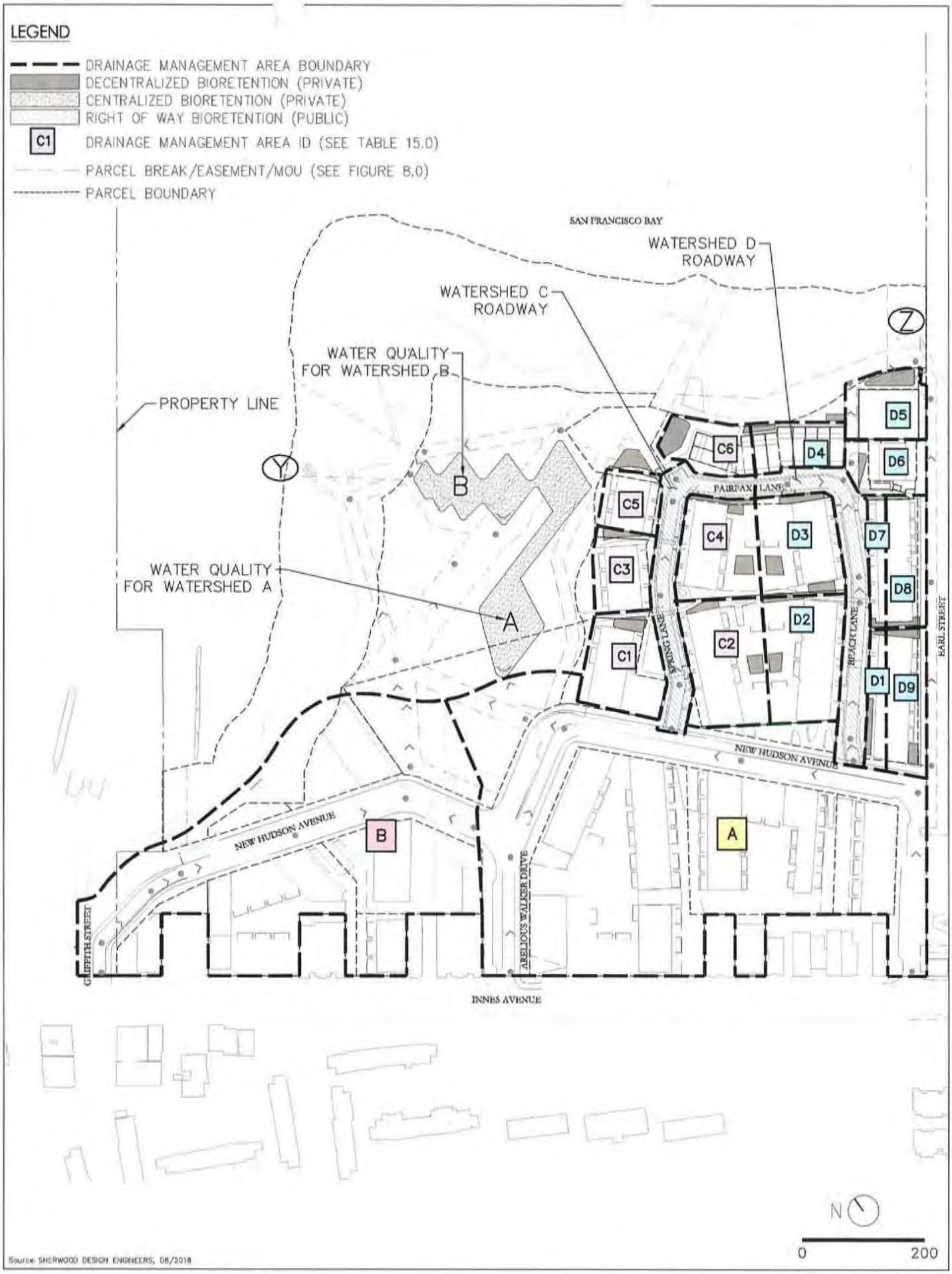
15.4 Stormwater Management Phasing

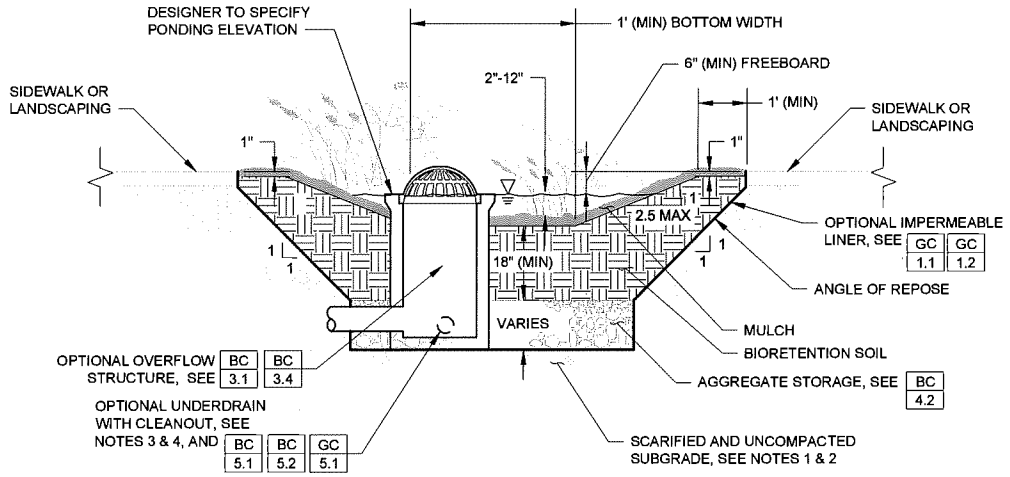
The Developer will design and install stormwater management facilities in accordance with the SMO for each Phase. The phasing will be based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. The centralized treatment facilities must be fully operational prior to the acceptance of any privately or publicly managed development areas; including acceptance of associated public ROW improvements by the City, or Certificate of Completion (CFC) of associated private parcels. The outfall associated with the storm drain conveyance system must be constructed in the same phase. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary SD connections may be constructed and maintained by the Developer as necessary to maintain service to existing buildings subject to City approval. The project team will submit a 'Green Infrastructure and Construction Phasing a Sequencing Plan' for review and approval by the SFPUC as part of the associated Stormwater Control Plan.

15.5 Ownership & Maintenance

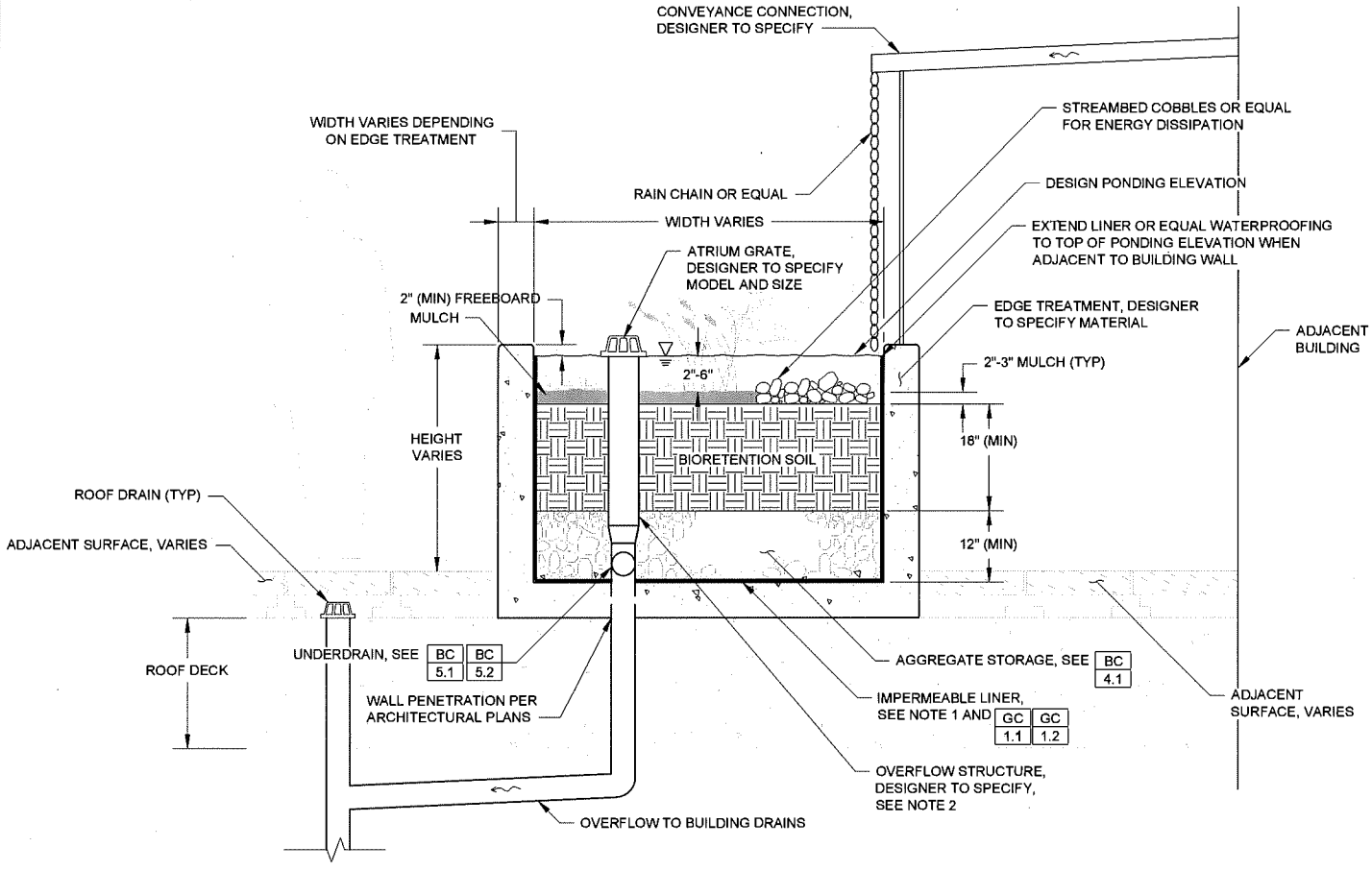
The centralized water treatment facility in the Big Green will be privately owned and operated. Decentralized bioretention facilities on private parcels within watersheds C&D (The Flats) will also be privately owned and operated. Roadside bioretention planters in Shared Public Way ROWs will be publicly owned and maintained. These planters are located within, and treat stormwater runoff from the public right-of-way only.

See Section 14.5 for further information on ownership and maintenance of the storm drain system.


LEGEND
DRAINAGE MANAGEMENT AREA BOUNDARY
DECENTRALIZED BIORETENTION (PRIVATE)
CENTRALIZED BIORETENTION (PRIVATE)
RIGHT OF WAY BIORETENTION (PUBLIC)
C1
DRAINAGE MANAGEMENT AREA ID (SEE TABLE 15.0)
PARCEL BREAK/EASEMENT/MOU (SEE FIGURE 8.0)
PARCEL BOUNDARY
SAN FRANCISCO BAY
WATERSHED D ROADWAY
WATERSHED C ROADWAY
WATER QUALITY FOR WATERSHED B
PROPERTY LINE
WATER QUALITY FOR WATERSHED A
Z
Y
B
A
C1
C2
C3
C4
C5
C6
D1
D2
D3
D4
D5
D6
D7
D8
D9
FAIRFAX LANE
SPRING LANE
BEACH LANE
EARL STREET
NEW HUDSON AVENUE
NEW HUDSON AVENUE
GRIFFITH STREET
ARELIOUS WALKER DRIVE
INNES AVENUE
N
0
200
Source: SHERWOOD DESIGN ENGINEERS, 08/2018



SFPUC GREEN STORMWATER INFRASTRUCTURE TYPICAL DETAIL BB 2.1
BIORETENTION BASIN (PARCEL SECTION)
SCALE: NTS



SFPUC GREEN STORMWATER INFRASTRUCTURE TYPICAL DETAIL BP 5.7
BIORETENTION PLANTER (PLANTER ON STRUCTURE SECTION)
SCALE: NTS

16. DRY UTILITY SYSTEMS

16.1.1 Existing Dry Utility Systems

16.1.2 Electric

Existing 12kV distribution utilities in the greater subject Project area are served from Pacific Gas and Electric (PG&E) Substation P. Within the Project site there are overhead and underground PG&E 12kV distribution systems and overhead and underground secondary distribution and service systems for various voltages below 600V.

16.1.3 Natural Gas

The site is currently served from an existing 4-inch PG&E gas main on Innes Avenue.

16.1.4 Communication

Existing AT&T and Comcast facilities exist on Innes Avenue in underground duct banks. Existing City of San Francisco Communication Department of Technology Information Services (DTIS) facilities consist of overhead lines and cables in underground conduits.

16.1.5 Proposed Dry Utility Systems

The Developer's Infrastructure obligations include the design and construction of the proposed dry utility systems to serve the development, as shown on Figure 16.0.

16.1.6 Electric

Energy delivery for the Project will be served from SFPUC PE 12kV local distribution systems. Off-site electric distribution improvements for SFPUC utilities may be necessary when existing system thermal limitations, reliability criteria, and economical capacities are exceeded. This is subject to utility perceived limitations. Off-site improvements for PG&E provided WDT capacity may include additional substation transformer capacity, distribution feeder additions, larger conductors and or new local circuits as required. Off-site improvements for SFPUC PE may include application to PG&E for an increase of WDT capacity at their Innes Avenue and Earl Street WDT switchgear location, as well as some or all of the improvements mentioned above.

Noteworthy is the communication of realistic anticipated loads to the SFPUC early in the development process, so that any system improvement work may be identified, designed and constructed to meet occupancy dates as required. PG&E overhead 12kV facilities exist on the Innes Avenue Project frontage. Undergrounding these facilities may be required as a condition of project approval, and would be done so per the applicable CPUC Rule 20 tariff.

Advanced planning of the SFPUC electric distribution system should include PG&E undergrounding on Innes Avenue, and integration or separation/demarcation of facilities owned by separate utilities, to avoid conflicts in service.

SFPUC PE on-site project distribution system interconnection points shall be provided on the periphery of the Project Site; per the SFPUC PE Rules and Regulations Governing Electric Service, Distribution Line Extensions and Service Line Extensions. Electric distribution facilities of adequate capacity that provide interconnection on the periphery or limits of the Project should be provided by the SFPUC at no cost to the developer. This includes design, construction and land rights procurement for any electric utility distribution improvements off-site. Please note that SFPUC is sensitive to the investment of capital to provide service where load is speculative. Some negotiation or cost sharing may be necessary for atypical load forecasts.

The total cumulative peak coincident power demand (design) for the Project at full build out is about out is about 5.4 MVA (design) for the residential variant; and 7.2MVA (design) for the commercial variant. This value is based on interpretation of general use data provided and historical PG&E load data for the project specific climate zone. Two SFPUC PE 12kV distribution interconnections (feeders) are suggested for reliability if the projected peak demand is realized. These loads will be phased in over a period of approximately 6 years as the Project builds out.

16.1.7 Natural Gas

The gas distribution system is planned to be an element of a joint or common trench system which would include electric, phone, cable TV and streetlight facilities. The joint trench distribution system is shown on Figure 16.0. On some streets, in order to provide 10 feet between proposed building structures and gas piping systems, gas mains may require separation from the joint trench into a gas-only trench. The Developer will be responsible for construction of gas mains within the proposed roadway network.

16.1.8 Communication

The communications systems are planned to be an element of a joint trench or common trench system which would include electric, gas and streetlight facilities.

AT&T, Comcast and DTIS will provide new service for proposed improvements as participants in the joint trench system. Facilities will be placed in franchised areas. The Project will be responsible for trench cost to accommodate AT&T, Comcast and DTIS as well as AT&T and DTIS substructures. Some of the Project AT&T costs may be reimbursable based on applied tariffs. Comcast will provide the placement of their facilities at their own expense.

16.1.9 District Microgrid and Renewable Energy Variants

Solar photovoltaic arrays could be located on various project rooftops and interconnected with a proposed Project microgrid system to serve as a site-side (demand side) distribution system capable of balancing captive supply and demand resources. The Project microgrid would reduce energy losses in transmission and distribution, increasing efficiency of the electric delivery system. The Project microgrid can be backed up by the Project electric system and would not necessarily supply all Project demand. If the Project proceeds with this variant, Developer shall comply with all additional legislative and regulatory requirements.

16.2 Dry Utility Phasing

The Project will design and install the new Joint Trench (JT) system based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary JT may be constructed and maintained by the Developer as necessary to maintain service to existing buildings subject to City approval.

LEGEND
PROJECT SITE BOUNDARY
700 INNES PROPERTY LINE
LOT LINE
PR JOINT TRENCH
SAN FRANCISCO BAY
INDIA BASIN OPEN SPACE
BIG GREEN
FAIRFAX LN
SPRING LN
BEACH LN
PUBLIC MARKET
NEW HUDSON ST
NEW HUDSON ST
NEW HUDSON ST
GRIFFITH ST
ARELIOUS WALKER DR
EARL ST
INNES AVENUE
N
0
200
Source: BKF ENGINEERS, 11/2016

ATTACHMENT A

India Basin – Public Infrastructure Design Exceptions and Modifications

BKF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

MEMORANDUM

Date: 07/24/2018 **BKF Job Number: 20140069**

Deliver To: **Courtney Pash, Build**
Victoria Lehman, Build

From: **Ryan Bernal, BKF**
Mona Sadeghian, BKF

Subject: **India Basin – Public Infrastructure Design Exceptions and Modifications**

The following memorandum summarizes the proposed India Basin Development Street and Utility Infrastructure that would require design modifications or exceptions to City and County of San Francisco design standards and specifications. Incorporation of these design modifications and exceptions into the project is predicated on a careful review of site constraints, enhancing pedestrian, bicycle and vehicular circulation and safety, and sustainable infrastructure goals. Additional information and context on the design components included below can be found in India Basin Infrastructure Plan (IP) and Design Standard and Guidelines (DSG).

I. Streets and Transportation Infrastructure

Designed for consistency with the City and County of San Francisco Better Streets Plan (BSP) and the San Francisco Subdivision Regulations (Subdivision Regulations), the India Basin Development includes an integrated street network blending pedestrian, bicycle, and vehicular modes of travel with enhanced infrastructure and amenities. In an effort to provide a safe and sustainable streetscape environment, proposed infrastructure elements would require design modifications and exceptions to the Subdivision Regulations, which are outlined below. Typical street sections are included in the Roadway and Utility Section Supplement submitted concurrently with this document.

A. Components of Public Streets

i. Sidewalk Width

Streets have varied sidewalk widths depending on adjacent land uses, connections to open spaces, bicycle facilities, stormwater treatment requirements, and loading needs that are accommodated within the right-of-way. The following streets have sidewalks with irregular or varying widths.

Earl Street Sidewalk width varies within the project boundary and will extend outside the boundary into the future Northside Park in order to maintain a 6' clear throughway.

[Subdivision Regulations, Page 55, Appendix B, XII - Recommended Design of Streets, Blocks, and Lots, Section B – Constituent Parts, 2 - Sidewalks.]

ii. **Curb Heights**

City Standard curb heights will be installed generally throughout the site. The following Streets are proposed with non-standard curb types to facilitate enhanced pedestrian circulation:

- Beach Lane
  - 4-inch curb and gutter on the South side of the street
  - Flush curb on the North side of the Street
- Fairfax Lane
  - 4-inch curb and gutter on the West side of the street
  - Flush curb on the East side of the Street
- Spring Lane
  - 4-inch curb and gutter on the South side of the street
  - Flush curb on the North side of the Street
- New Hudson Avenue
  - Mountable curbs at Median – Delineates the bicycle lanes from the vehicular travel lanes
  - 4-inch curb adjacent to the bicycle lane

[Subdivision Regulations, Page 68, Appendix B, XIV-Recommended Types of Pavement, Section D – Curbs.
Standard Curbs as presented in CCSF DPW Standard Plans are 6 to 8-inches.]

iii. **Paving Surfaces**

Alternative paving materials may be used for new roadways and sidewalks if approved by SFDPW. Potential non-standard materials include asphalt wearing surface over Class 2 aggregate base, decorative concrete paving, unit pavers, and porous paving. Alternative materials proposed will be owned by SFDPW and maintained by an Independent Maintenance Entity to be established by the project.

iv. **Traffic Restrictions**

Traffic studies indicate that the project's internal streets will be low-traffic volume streets. On SPW where heavy traffic volumes are not anticipated, vehicular traffic shall only be permitted one-way northbound, from intersection of New Hudson and Beach Lane, through Fairfax Lane and Spring Lane.

B. Traffic Calming

Proposed traffic calming elements for the project street rights-of-way include raised intersections, raised crosswalks, bulb-outs, and narrowed lane widths to accommodate bicycle infrastructure and promote lower speeds.

i. **Raised Intersections and Raised Crosswalks**

As part of the pedestrian and bicycle focused planning, traffic calming elements are proposed to improve non-vehicular traffic safety and access. At raised crosswalk and intersection locations, the street pavement areas will be raised as much as 6 inches to match the adjacent curb heights. In addition, decorative treatments and enhanced paving are proposed to provide a visual cue

to drivers and increase visibility of pedestrians and bicyclists. Final grades are dependent on overland release feasibility studies to be completed as part of the Master Utility Plans and final Construction Documents.

Raised intersections are proposed at the following locations:

- The intersection of Arelious Walker, New Hudson Avenue

Raised crosswalks are proposed at the following locations:

- Griffith Street at New Hudson Avenue
- Hudson Street midblock at Cove Terrace
- New Hudson-Avenue at North corner of Parcel H1
- New Hudson Avenue mid-block
- New Hudson Avenue at Earl Street

[Standards for raised intersections and crosswalks do not exist and will require review and approval by the SFPW]

II. Utility Infrastructure

A. Utility Layout Requirement Modifications

Due to constraints within the project site, modifications to standard spacing, and locations of utilities will be requested. A design exception to utility standards and requirements must be approved by the department with authority over each utility. The sanitary sewer system, storm drainage system, Low Pressure Water system, Auxiliary Water Supply System, and Non-Potable Water system's non-standard design may receive authorization per the process outlined in the Subdivision Regulations. Approval of this Infrastructure Plan does not constitute authorization of any utility-related design exceptions.

i. Shared Public Way

Due to the narrow Right of Way widths in the Share Public ways:

- Sewer and Storm Drain mains are installed at 3.5-feet minimum separations and Manholes are offset to avoid conflicts, as shown on Utility Section Supplement
- Non-Potable water main is placed under the sidewalk
- Sewer manhole is less than 4-feet away from face of curb
- Domestic water line is less than 4.5-feet away from face of curb

[Subdivision Regulations, Page 61, Appendix B, XII- Recommended Design of Streets, Blocks, and Lots, Section B - Constituent Parts, 10 - Utility Separation, Diagram 2 - Surface utilities designed with a separated sewer system.]

B. Stormwater Collection & Management

i. **Shared Public Ways:**

- **Stormwater Collection:** Because of the aforementioned non-standard street design in the Shared Public ways, these streets (Beach, Fairfax and Spring Lanes) will not have the capacity to convey the 100-year storm event overland within the street section as required by the Subdivision Regulations. As such, the stormwater collection and conveyance system is designed for the 100-year storm event, rather than the standard 5-year event. Inlet spacing and pipe sizes are designed to accommodate the larger storm event.
- **Stormwater Treatment:** Stormwater from the Shared Public Ways (Beach, Fairfax and Spring Lanes) will be treated in public roadside bioretention planters designed in accordance with City standards. Due to the shared street design, these roadside planters will be located at back-of-sidewalk, rather than the standard location between the street and the sidewalk. This configuration will require trench drains to cross the sidewalk at several locations. All trench drain grates/covers will comply with ADA accessibility requirements.

[Subdivision Regulations, Page 63, Appendix B, XIV – Recommended Types of Pavements, Section C - Street Guidelines, 5 - Surface Drainage]

ii. **Big Green Centralized Treatment:**

- Stormwater runoff from the public rights-of-ways New Hudson Avenue and Arelious Walker Drive will be collected together with untreated stormwater runoff from private parcels south of New Hudson Avenue. Stormwater treatment for the combined public/private runoff will occur in a private centralized bioretention facility located within the Big Green. Water quality facilities within the Big Green will be privately owned and maintained by the project. Ongoing maintenance of all privately owned stormwater facilities will be paid for by the maintenance entity (Community Facilities District) set up by the Developer.

C. Sanitary Sewer System

- The project proposes a diversion structure to withdraw sewage from the public sanitary sewer system to supply the proposed Decentralized Non-potable Water Reuse System (DNWRS).

[Standards for this diversion structure do not exist and will require review and approval by the SFPUC.]

III. San Francisco Fire Department Exceptions

The exceptions mentioned hereafter have been discussed and coordinated with the Fire department and are documented in the San Francisco Fire Department Exceptions Memorandum.

A. Shared Public Ways

- Trees to be planted within the 26' Emergency Vehicle Staging (Staging) zone but outside of the 20' Emergency Vehicle Access (EVA) zone. Trees are to be spaced at 100' to allow staging between trees.
- The 26' wide Staging zone may overlap with the 6' wide pedestrian throughway, however the 20' wide EVA does not overlap with the dedicated pedestrian zone.
- Shared Public Way is to be a one way vehicular street.
- Passenger drop off zones are to be provided within the 20' wide EVA.

B. Earl Street

- A 23' wide continuous EVA will be provided through Earl Street. Buildings will be served by a 26' wide staging area on adjacent streets: New Hudson Avenue and Innes Avenue.

EXHIBIT J

Land Use Plan

INDIA BASIN
SHORELINE PARK
INNES AVENUE
GRIFFITH
NEW HUDSON
SPRING LN.
FAIRFAX LN.
ARELIOUS WALKER
NEW HUDSON
BEACH LN.
EARL STREET
NORTHRIDGE ROAD
KISKA ROAD
FUTURE
NORTHSIDE
PARK
Mixed Use
Residential Mixed-Use
Multi-Family Residential
Public Market / Town Triangle
Privately Owned Open Space
Public - Open Space / Shoreline
0'
125'
250'
375'

EXHIBIT K

MMRP

EXHIBIT K: MITIGATION MONITORING AND REPORTING PROGRAM

AUTHORITY

This Environmental Mitigation Monitoring and Reporting Program (MMRP) has been prepared pursuant to California Environmental Quality Act (known as CEQA [Public Resources Code Sections 21000 et seq.]) Section 21081.6 to provide for the monitoring of mitigation measures required of the India Basin Mixed-Use Project, as set forth in the Draft Environmental Impact Report (Draft EIR) prepared for the Project. This report will be kept on file in the offices of the San Francisco Planning Department (Planning Department), 1650 Mission Street, Fourth Floor, San Francisco, CA, 94103.

If any mitigation measures are not being implemented as to any property within the project site, the Agency and/or City may pursue corrective action against the responsible party for such property identified in Table 1 of this MMRP. Penalties that may be applied include, but are not limited to, the following: (1) a written notification and request for compliance; (2) withholding of permits; (3) administrative fines; (4) a stop-work order; (5) criminal prosecution and/or administrative fines; (6) forfeiture of security bonds or other guarantees; and (7) revocation of permits or other entitlements. These corrective actions shall only be applied against the applicable responsible party identified in Table 1 of this MMRP. To the extent any mitigation measure applies to all project sponsors, the corrective actions shall only be applied against the applicable project sponsor for the affected property for which the mitigation measure is not being implemented.

MONITORING SCHEDULE

Prior to the issuance of building permits, while detailed development plans are being prepared for approval by Agency and/or City staff, Agency and/or City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the project construction, development, and design phases. Agency and/or City staff will prepare or cause to be prepared reports identifying compliance with mitigation measures. Once construction has begun and is underway, monitoring of the mitigation measures associated with construction will be included in the responsibilities of designated Agency and/or City staff, who shall prepare or cause to be prepared reports of such monitoring no less than once a month until construction has been completed. Once construction has been completed, the Agency and/or City will monitor the project as deemed necessary.

CHANGES TO MITIGATION MEASURES

Any substantive change in the monitoring and reporting plan made by Agency and/or Planning Department staff shall be reported in writing to the City Environmental Review Officer. Reference to such changes shall be made in the monthly/yearly Environmental Mitigation Monitoring Report prepared by Planning Department staff. Modifications to the mitigation measures may be made by Planning Department staff subject to one of the following findings, documented by evidence included in the record:

1. The mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program is no longer required because the significant environmental impact identified in the Draft EIR has been found not to exist, or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment, or other factors.

OR

2. The modified or substitute mitigation measure to be included in the Mitigation Monitoring and Reporting Program either provides corrections to text without any substantive change in the intention or meaning of the original mitigation measure, or provides a level of environmental protection equal to or greater than that afforded by the mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program; and the modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to or greater than those which were considered by the responsible hearing bodies in their decisions on the Final EIR and the proposed project; and the modified or substitute mitigation measures are feasible, and the Planning Department, through measures included in the Mitigation Monitoring and Reporting Program or other City procedures, can assure their implementation.

FORMAT OF MITIGATION MONITORING MATRIX

Table 1: Mitigation Monitoring and Reporting Program on the following pages identifies the environmental issue areas for which monitoring is required, the required mitigation measures, the timeframe for monitoring, and the responsible implementing and monitoring agencies. Table 2: Improvement Measure Monitoring and Reporting Program outlines optional measures that are intended to improve an impact that was found by the Planning Department to be less than significant. Improvement measures are not requirements, however, the project sponsors or the Planning Department may elect to implement them.

DEFINITIONS

City's Environmental Review Officer—The Environmental Review Officer at the San Francisco Planning Department, referred to herein as "ERO."

Project sponsors—BUILD, the San Francisco Recreation and Parks Department (RPD), or any other individual who or business that constructs urban land uses. This term shall be construed to mean the subsequent developer(s) who constructs or extends urban land uses through subdivision of land and construction or alteration of structures.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
MITIGATION MEASURES FOR THE INDIA BASIN MIXED-USE PROJECT				
Aesthetics Mitigation Measures				
Mitigation Measure M-AE-3: Implement Good Lighting Practices The project sponsor of the 700 Innes property shall develop a lighting plan for that property, subject to approval by the Planning Department, to address light spillover during operation of the proposed project or variant. The lighting plan shall include the following measures, which would reduce the impact of new lighting sources at the 700 Innes property: • Professionally recommended lighting levels for each activity shall be designed by a professional electrical consulting engineer to meet minimum illumination levels while preventing over-lighting and reducing electricity consumption. • The location, height, cutoff, and angle of all lighting shall be correctly focused on the project site to avoid directing light at neighboring areas. Shielded fixtures with efficient light bulbs shall be used in uncovered parking areas to prevent any glare and light spillage beyond the property line.	Project sponsor of 700 Innes property and contractor	Before the issuance of first temporary certificate of occupancy.	Planning Department to approve lighting plan, Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities for the applicable project sponsor have ended and the Department of Building Inspection has signed off on implementation of the final approved lighting plan.
Cultural Resources Mitigation Measures				
Mitigation Measure M-CR-1a: Prepare and Implement Historic Preservation Plans and Ensure that Rehabilitation Plans Meet Performance Criteria The project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History and is on the Planning Department's qualified consultant list. This professional shall prepare, and the project sponsors shall implement, a historic preservation plan (HPP) for each of the three historical resources identified on the project site. Each HPP shall consider the historic resource evaluation reports prepared for this project. The HPPs shall incorporate rehabilitation recommendations for protecting character-defining features of the historical resources to be retained and shall include the following elements: • **Historic Preservation Protective Measures.** Each HPP shall be prepared and implemented to aid in preserving those portions of the historical resource that would be retained and/or rehabilitated as part of the project. The HPP shall establish measures to protect the character-defining features from construction equipment that may inadvertently come in contact with the resource. If deemed necessary upon further assessment of the resource's condition, the plan shall include the preliminary stabilization before	Project sponsors/ qualified engineer and/or architectural historian consultant at the direction of the ERO.	Prior to issuance of applicable site permits for each identified historical resource, a HPP shall be prepared. Planning Department Preservation staff shall review and approve the HPP.	A professional architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards and is on the Planning Department's qualified consultant list shall provide progress reports on the implementation of the HPP to the Planning Department throughout the construction period. In addition, the project sponsors shall ensure that the contractor(s) follows the HPP.	Considered complete with regard to each applicable historic resource after construction activities implementing approved HPP for the affected historic resources have ended and the final progress report has been submitted and approved by the Planning Department.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
construction to prevent further deterioration or damage. Specifically, the protection measures shall incorporate construction specifications for the proposed project that require the construction contractor(s) to use all feasible means to avoid damage to historical resources, including but not necessarily limited to the following: – staging equipment and materials as far as possible from historic buildings to avoid direct impact damage; – maintaining a buffer zone when possible between heavy equipment and historical resource(s) as identified by the Planning Department; – appropriately shoring excavation sidewalls to prevent movement of adjacent structures; – ensuring adequate drainage; and ensuring appropriate security to minimize risks of vandalism and fire. • **Relocation Plan for 702 Earl Street.** The HPP for 702 Earl Street shall include a relocation plan to be reviewed and approved by the Planning Department to ensure that character-defining features of the building will be retained. The relocation plan shall include required qualifications for the building relocation company ensuring that the relocation is undertaken by a company that is experienced in moving historic buildings of a similar size and/or structural system as 702 Earl Street. The relocation plan shall ensure that the building will be moved without disassembly and that the building will be separated from its existing foundation without irreparably damaging the character-defining historic fabric of the building. • **Rehabilitation and Retention Plan for India Basin Scow Schooner Cultural Landscape.** The HPP for the cultural landscape shall finalize the designs for the Shipwright's Cottage, and the Tool Shed interpretative structure, if included in the final design. It shall also include a plan for rehabilitation of the Marineway rails. • **New Construction and Maintenance Guidelines for the India Basin Scow Schooner Cultural Landscape.** The HPPs for the India Basin Scow Schooner Cultural Landscape shall establish protocols for the ongoing protection of the character-defining features of the cultural landscape and guidelines to evaluate all future development proposals within the cultural landscape. These guidelines shall include the following: – New construction and site development within or adjacent to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape shall be compatible with the character of the cultural landscape and shall				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
maintain and support the landscape's character-defining features. – New construction shall draw its form, materials, and color palette from the historic texture and materials of the cultural landscape. – New construction shall be contextually appropriate in terms of massing, size, scale, and architectural features, not only with the remaining historic buildings, but with one another. – New construction shall comply with the Secretary of the Interior's Rehabilitation Standard No. 9: "New Addition, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the integrity of the property and its environment." – A building and structural maintenance plan shall be developed to ensure that the character-defining structures of the cultural landscape are maintained. – A planting and landscape maintenance plan shall be developed to provide ongoing protection of character-defining landscape features of the cultural landscape that will be rehabilitated and/or protected by the project, such as open areas and circulation routes. The plan shall provide guidelines for landscape design within the cultural landscape that maintains the historic and industrial character of the landscape. • **Salvage.** Each HPP for the Shipwright's Cottage and the India Basin Scow Schooner Cultural Landscape shall further investigate and incorporate preservation recommendations regarding the salvage of historic materials for reuse and/or interpretation. The recommendations in the HPPs shall include but not be limited to the following: – Materials to be salvaged from the interior of the Shipwright's Cottage and recommendations for reusing those materials. – Materials to be salvaged from both contributing and noncontributing features of the India Basin Scow Schooner Boatyard Vernacular Cultural landscape, and recommendations for either incorporating such materials into the proposed new construction on the India Basin Shoreline Park property or otherwise reusing those materials. For each HPP, the HPP, including any specifications, monitoring schedule, and other supporting documents, shall be incorporated into the site permit application's plan sets. Planning Department Preservation staff shall review and approve the HPP before a site permit, demolition permit, or any other permit is issued by the San Francisco Department of Building Inspection for				

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the rehabilitation of historical resources. The Planning Department shall not issue building permits associated with historical resources until Preservation staff concur that the designs conform to the SOI Standards for Rehabilitation, except for the Tool Shed interpretive structure and the Boatyard Office Building, if included in the final design. Should alternative materials be proposed for replacement of historic materials, they shall be in keeping with the size, scale, color, texture, and general appearance, and shall be approved by Planning Department Preservation staff. The performance criteria shall ensure retention of the character-defining features of each historical resource, as identified in the HPP, which in turn shall be developed in accordance with the HRE developed for the project (San Francisco, 2017b). The project sponsors shall ensure that the contractor(s) follows the HPP. Furthermore, in accordance with the HPP's reporting and monitoring requirements, the consultant architectural historian shall conduct regular periodic inspections of the historical resources under rehabilitation during project construction activities to ensure compliance with the HPP and adherence to the SOI Standards for Rehabilitation. The consultant architectural historian shall provide progress reports to the Planning Department throughout the construction period.				
Mitigation Measure M-CR-1h: Document Historical Resources To reduce adverse effects on historical resources, before the start of demolition, rehabilitation, or relocation, the project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History. This professional shall prepare written and photographic documentation of the three historical resources identified on the project site. The specific scope of the documentation shall be reviewed and approved by the Planning Department but shall include the following elements: • **Measured Drawings.** A set of measured drawings shall be prepared that depict the existing size, scale, and dimension of the historical resources. Planning Department Preservation staff will accept the original architectural drawings or an as-built set of architectural drawings (e.g., plan, section, elevation). Planning Department Preservation staff will assist the consultant in determining the appropriate level of measured drawings. • **Historic American Buildings/Historic American Landscape Survey–Level Photograph.** Either Historic American Buildings/Historic American Landscape Survey (HABS/HALS) standard large-format or digital	Project sponsors/ qualified architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued for each project sponsor.	All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.	Considered complete as to each affected historic resource after all documentation has been reviewed and approved by the Planning Department and final written and photographic documentation is submitted to interested parties for the affected historic resource. This will be done before the demolition or site permits are issued for each affected historic resource.

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photography shall be used. The scope of the digital photographs shall be reviewed by Planning Department Preservation staff for concurrence, and all digital photography shall be conducted according to the latest National Park Service (NPS) standards. The photography shall be undertaken by a qualified professional with demonstrated experience in HABS photography. Photograph views for the data set shall include: – contextual views; – views of each side of the building and interior views, where possible; – oblique views of the building; and – detail views of character-defining features, including features on the interior. All views shall be referenced on a photographic key. This photographic key shall be on a map of the property and shall show the photograph number with an arrow to indicate the direction of the view. Historic photographs shall also be collected, reproduced, and included in the data set. **HABS/HALS Historical Report.** A written historical narrative and report shall be provided in accordance with the HABS Historical Report Guidelines. In addition, video recordation shall be undertaken before demolition or site permits are issued. The project sponsor shall undertake video documentation of the affected historical resource and its setting. The documentation shall be conducted by a professional videographer, one with experience recording architectural resources. The documentation shall be narrated by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate) set forth by the Secretary of the Interior's Professional Qualification Standards (36 Code of Federal Regulations Part 61). The documentation shall include as much information as possible—using visuals in combination with narration—about the materials, construction methods, current condition, historic use, and historic context of the historical resource. Archival copies of the video documentation shall be submitted to the Planning Department, and to repositories including but not limited to the San Francisco Public Library, the Northwest Information Center of the California Historical Information Resource System, and the California Historical Society. Further, a Print-on-Demand softcover book shall be produced that includes the content from the historical report, historical photographs, HABS/HALS photography, measured drawings, and field notes. The Print-on-Demand book shall be made available to the public for distribution. The project sponsor shall transmit such documentation to the History Room of the San Francisco Public Library, San Francisco Architectural Heritage, the				

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Planning Department, the San Francisco Maritime National Historic Park, and the Northwest Information Center. The HABS/HALS documentation scope will determine the requested documentation type for each facility, and the projects sponsors will conduct outreach to identify other interested groups. All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.				
Mitigation Measure M-CR-1c: Develop and Implement an Interpretative Plan The project sponsors shall facilitate the development of an interpretive program focnsed on the history and environmental setting of each historical resource identified on the project site. This program shall be initially outlined in an interpretive plan subject to review and approval by the Planning Department. The interpretative program shall inclnde but not be limited to the installation of permanent on-site interpretive displays or screens in publicly accessible locations. The plan shall inclnde the proposed fornat and location of the interpretive content, as well as high-qnality graphics and written narratives to be incorporated. Historical photographs, including some of the large-format photographs required by Mitigation Measure M-CR-1b, may be used to illustrate the history. Salvaged materials as required by Mitigation Measure M-CR-1a should also contribute to the interpretative program. The interpretative program should also coordinate with other interpretative displays currently proposed along the Bay, specifically those that focus on shipbuilding at Potrero Point to the north. The interpretative program should also coordinate with maritime or other relevant interpretation programs in San Francisco, such as the San Francisco Maritime National Historic Park and its sailing program that includes the 1891 scow schooner Alma. The interpretative plan should also explore contributing to digital platforms that are publicly accessible, such as the History Pin website or an iPhone application. The primary goal is to educate visitors about the property's historical themes, associations, and lost contributing features within broader historical, social, and physical landscape contexts.	Project sponsors/ qualified architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued for each project sponsor.	Interpretive plan shall be subject to review and approval by the Planning Department.	Considered complete after the interpretive program has been installed and approved by the Planning Department.

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Mitigation Measure M-CR-1d: Retain the Boatyard Office Building If feasible, character-defining features of the Boatyard Office building shall be retained by RPD in order to ensure that the building remains a significant feature of the cultural landscape. This would include retention of a portion of the roof form, wood frame structure, and wood cladding so that the massing of the building is still expressed. For example, this may include retention of an open-frame or partially open-frame roof structure with wide eaves supported by a wood frame structure with a portion of the structure clad in retained or replaced-in-kind wood cladding. If possible, the porthole openings on the southeast and southwest façade shall be retained. The amount of the wood cladding and roof structure to be retained will depend upon additional condition assessments of the building, public safety concerns, seismic requirements, visibility and sight lines in relation to park design, and RPD programming.	Project sponsor for the 900 Innes property/ qualified structural engineer and/or architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued.	Planning Department to monitor RPD and project contractor compliance.	Considered complete after construction activities have ended.
Mitigation Measure M-CR-1e: Vibration Protection Plan Where construction activity involving pile driving and other heavy equipment and vehicles would occur in proximity to any historical resources, the project sponsors shall undertake a monitoring program to minimize damage to adjacent historic buildings and to ensure that any such damage is documented and repaired. The monitoring program, which shall apply within 150 feet where pile driving would be used and within 35 feet of other heavy equipment operation, shall include the following components: Prior to the start of any ground-disturbing activity, the project sponsors shall engage a historic architect or qualified historic preservation professional to undertake a pre-construction survey of historical resource(s) identified by the San Francisco Planning Department within 150 feet of planned construction to document and photograph the buildings' existing conditions. The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff. The qualified consultant shall submit an existing conditions documentation scope and vibration monitoring plan to San Francisco Planning Department Preservation staff for review and approval. Based on the construction and condition of the resource(s), a structural engineer or other qualified entity shall establish a maximum vibration level that shall not be exceeded at each historical resource, based on existing	Project sponsors/ qualified acoustical/ vibration consultant at the direction of the Planning Department Preservation staff.	Before demolition or site permits are issued and during construction.	The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff.	Considered complete as to each project sponsor after construction activities for the applicable Project Sponsor have ended and the final monitoring report has been submitted.

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conditions, character-defining features, soils conditions and anticipated construction practices in use at the time (0.12 inch per second, peak particle velocity [PPV], consistent with Federal Transit Administration guidance). To ensure that vibration levels do not exceed the established standard, a qualified acoustical/vibration consultant shall monitor vibration levels at each historical resource within 150 feet of planned construction and shall prohibit vibratory construction activities that generate vibration levels in excess of the standard. Should vibration levels be observed in excess of the standard, construction shall be halted and alternative construction techniques put in practice. (For example, pre-drilled piles could be substituted for driven piles, if soil conditions allow; smaller, lighter equipment could possibly also be used in some cases.) The consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site. Should damage to a historical resource occur as a result of ground-disturbing activity on the site, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity on the site.				
Mitigation Measure M-CR-2a: Undertake an Archeological Testing Program Based on the results of the archeological investigation completed for the proposed project and variant, the remains of two ships, the *Bay City* and the *Caroline*, occur within the study area. Both sets of remains are contributing elements to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape. The proposed Marineway would cross over the identified remains of the *Caroline,* and the viewing platform would be placed over the remains of the *Bay City*. The foundation system of the Marineway and viewing platform have not been fully developed, but the potential exists for piles required for the structure to be driven through the buried vessels. There is also a reasonable presumption that additional archeological resources beyond the remains of the *Bay City* and *Caroline* may be present in the study area. Such currently undiscovered resources could include other ship hulks associated with the Hunters Point Ship Graveyard (which in turn would be contributing elements to the vernacular cultural landscape) and both prehistoric and historic-period archeological sites. As such, the following measures shall be undertaken to avoid any significant adverse effect from the proposed project or variant on buried archeological resources. The project sponsors shall retain the services of an archeological consultant from	Project sponsors/ qualified archeological consultant at the direction of the ERO.	Prior to the issuance of site permits and initiation of construction, during construction, and after the conclusion of all construction activities.	The ERO to review and approve an archeological testing plan and a final archeological resources report.	The ERO to review and approve an archeological testing plan for the applicable project site before the start of construction. Depending on the findings of the archeological testing program, intermittent reports may be submitted by the qualified archeological consultant for each phase of construction within the applicable project site. The final archeological resources report will be submitted after the conclusion of all construction activities.

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the rotational Qualified Archeological Consultants List (QACL), maintained by the Planning Department's archeologist. The project sponsors shall contact the Planning Department archeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program, if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO.				
Archeological monitoring and/or data recovery programs required by this measure could suspend project construction for up to 4 weeks. At the direction of the ERO, the suspension of construction can be extended beyond 4 weeks only if such a suspension is the only feasible means to reduce the potential effects on a significant archeological resource, as defined in State CEQA Guidelines Sections 15064.5(a) and 15064.5(c), to less than significant with mitigation.				
Consultation with Descendant Communities. Upon discovery of an archeological site associated with Native Americans, the overseas Chinese, or other potentially interested descendant groups, an appropriate representative of the descendant group and the ERO shall be contacted. The descendant group's representative shall be given the opportunity to monitor archeological field investigations of the site and to consult with the ERO regarding appropriate archeological treatment of the site, data recovered from the site, and if applicable, any interpretative treatment of the associated archeological site. A copy of the final archeological resources report shall be provided to the representative of the descendant group.				
Archeological Testing Plan. The archeological consultant shall prepare and submit to the ERO for review and approval an archeological testing plan (ATP). The archeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archeological resource(s) that could be adversely affected by the proposed project or variant, the testing method to be used, and the locations recommended for testing. The purpose of the archeological testing program shall be to determine the presence or absence of archeological resources to the extent possible, and to identify and evaluate whether any archeological resource encountered on the site constitutes a historical resource under CEQA.				

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At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the ERO. If the archeological consultant finds, based on the archeological testing program, that significant archeological resources may be present, the ERO acting in consultation with the archeological consultant shall determine whether additional measures are warranted. Additional measures that may be undertaken include further archeological testing, archeological monitoring, and/or an archeological data recovery program. If the ERO determines that a significant archeological resource is present and that the proposed project or variant could adversely affect the resource, then one of the following measures shall be implemented, at the discretion of the project sponsors, depending on the location of the resource: • The proposed project or variant shall be redesigned to avoid any adverse effect on the significant archeological resource. OR • A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater significance for interpretation than for research and that interpretive use of the resource is feasible. **Archeological Monitoring Program.** If the ERO acting in consultation with the archeological consultant determines that an archeological monitoring program (AMP) shall be implemented, the archeological monitoring program shall include the following provisions, at a minimum: • The archeological consultant, the project sponsors (depending on the location of the resource and/or area of concern), and the ERO shall meet and consult on the scope of the archeological monitoring program a reasonable amount of time before the start of any project-related soil-disturbing activities. The ERO, in consultation with the archeological consultant, shall determine which project activities shall be subject to archeological monitoring. A single AMP or multiple AMPs may be produced to be consistent with project phasing. In most cases, any soil-disturbing activities, such as demolition, foundation removal, excavation, grading, installation of utilities, foundation work, pile driving (e.g., foundation, shoring), and site remediation, shall require archeological monitoring because of the risk these activities pose to potential archeological resources and their depositional context. • The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), shall explain how to identify evidence of the expected resource(s), and shall identify the appropriate protocol in case of the appareut discovery of an archeological resource.				

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• The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits. • The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis. • If an intact archeological deposit is encountered, all soil-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition, excavation, pile driving, and other construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (e.g., foundation, shoring) the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archeological consultant shall immediately notify the ERO of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO. Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO. Intermittent reports shall be submitted for each phase of construction. **Archeological Data Recovery Program**. The archeological data recovery program shall be conducted in accordance with an archeological data recovery plan (ADRP). The archeological consultant, project sponsors (dependent on location of resource requiring implementation of this mitigation measure), and ERO shall meet and agree regarding the scope of the ADRP before preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO for each phase of construction or for the overall construction effort. The ADRP shall identify how the proposed data recovery program would preserve the significant information the archeological resource is expected to contain. That is, the ADRP shall identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, will be limited to the portions of the historical property that can be adversely affected by the proposed project or				

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variant. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical. The scope of the ADRP shall include: • descriptions of proposed field strategies, procedures, and operations; • a description of the selected cataloguing system and artifact analysis procedures; • a description of and rationale for field and post-field discard and deaccession policies; • consideration of an on-site/off-site public interpretive program during the course of the ADRP; • recommended security measures to protect the archeological resource from vandalism, looting, and unintentionally damaging activities; • a description of the proposed report format and distribution of results; and • a description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. **Final Archeological Resources Report**. The archeological consultant shall submit a draft final archeological resources report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. The FARR will be submitted after the conclusion of all construction activities that are required for the entire project. Information that can put any archeological resource at risk shall be provided in a separate removable insert within the final report. Once approved by the ERO, copies of the FARR shall be distributed as follows: • The Northwest Information Center shall receive one copy. • The ERO shall receive a copy of the transmittal of the FARR to the Northwest Information Center. • The Environmental Planning division of the Planning Department shall receive one bound, one unbound, and one unlocked searchable PDF copy on CD of the FARR, along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the NRHP/CRHR. In instances of high public interest in or the high interpretive value of the resource, the ERO may reqnire a different final report content, format, and distribution than that presented above.				

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Mitigation Measure M-CR-3a: Implement Legally Required Measures in the Event of Inadvertent Discovery of Human Remains The following measures shall be implemented in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and the ERO, and in the event of the Coroner's determination that the human remains are Native American remains, notification of the Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archeological consultant, project sponsors, ERO, and MLD shall have up to but not beyond 6 days of discovery to make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (State CEQA Guidelines Section 15064.5([d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept recommendations of an MLD. The archeological consultant shall retain possession of any Native American human remains and associated or unassociated burial objects until completion of any scientific analyses of the human remains or objects as specified in the treatment agreement if such as agreement has been made or, otherwise, as determined by the archeological consultant and the ERO.	Project sponsors/ construction contractor/ archeological consultant, at the direction of the ERO.	During construction in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials.	The Planning Department to monitor sponsor and contractor compliance.	In the event of the discovery of human remains and associated burial-related cultural materials, considered complete after reburial or permanent disposition of any discovered human remains and burial-related cultural materials and approval of the final archeological resources report.

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Mitigation Measure M-CR-4a: Implement Tribal Cultural Resources Interpretive Program If the ERO determines that preservation in place of the tribal cultural resource pursuant to Mitigation Measure M-CR-2a, "Undertake an Archeological Testing Program," is both feasible and effective, then the archeological consultant shall prepare an archeological resource preservation plan (ARPP). Implementation of the approved ARPP by the archeological consultant shall be required when feasible. If the ERO determines that preservation in place of the tribal cultural resource is not a sufficient or feasible option, then the project sponsors shall implement an interpretive program of the tribal cultural resource in consultation with affiliated Native American tribal representatives. An interpretive plan produced in consultation with affiliated Native American tribal representatives, at a minimum, and approved by the ERO would be required to guide the interpretive program. The plan shall identify proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays.	Project Sponsors and qualified archeological consultant.	During construction.	Planning Department.	Considered complete after the archeological resource preservation plan or interpretive plan of the tribal cultural resource in consultation with affiliated Native American tribal representatives have been approved by the ERO and implementation of preservation or interpretive program.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Transportation and Circulation Mitigation Measures				
Mitigation Measure M-TR-3P: Implement Transit Capacity Improvements (Proposed Project) The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described below would mitigate the transit capacity impact of the proposed project to less than significant. • **Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point/Hunters Point Shipyard Phase II Transportation Plan is in Operation** The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O'Shaughnessy for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O'Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. This increased frequency is set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors' funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the proposed project, all transit trips generated at the project site result from the proposed development at the 700 Innes property. Under Option 1, the increased frequency on the 44 O'Shaughnessy would result in increased passenger capacity along the route (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold. Mitigation Measure M-TR-3P, Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.	Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)	Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour). Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the	SFMTA (Option 1) or project sponsor of the 700 Innes property (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.	Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• **Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART. A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan's transit service improvements are in place. If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni route is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors for the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni route. Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the proposed project above the 85 percent utilization threshold, with a 20 percent contingency factor. Mitigation Measure M-TR-3P, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.		significant impact (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour)		

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-TR-3V: Implement Transit Capacity Improvements (Variant) The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described would mitigate the transit capacity impact of the variant to less than significant. • **Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O'Shaughnessy and 48 Quintara–24th Street (which will replace the 19 Polk's route along Evans Avenue, Hunters Point Boulevard, and Innes Avenue) for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O'Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. The frequency of the 48 Quintara–24th Street shall be increased from every 15 minutes to every 10 minutes during both the a.m. and p.m. peak periods. These increased frequencies are set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors' funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the variant, all transit trips generated at the project site result from the proposed development at the 700 Innes property. Under Option 1, the increased frequency on the 44 O'Shaughnessy and 48 Quintara–24th Street would result in increased passenger capacity along these routes (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold. Mitigation Measure M-TR-3V, Option 1 would be implemented prior to the issuance of building permits for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit	Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)	Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour). Option 2 would be implemented prior to the issuance of the Temporary	SFMTA (Option 1) or project sponsor of 700 Innes property (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.	Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction. • **Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required,, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART. A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan's transit service improvements are in place. If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni routes is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors of the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni routes. Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the variant above the 85 percent utilization threshold, with a 20 percent contingency factor.		Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour)		

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-TR-3V, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.				
Mitigation Measure M-TR-8V: Implement Passenger Loading Strategies for the School (Variant) Once school enrollment reaches 22 students, the school proposed for the 700 Innes property under the variant shall provide and enforce a pick-up/drop-off 'an subject to review and approval by SFMTA to minimize disruptions to affic, bicycle, and pedestrian circulation associated with school pick-up/drop-off activities and ensure safety for all modes. This plan shall include elements such as the size and location of loading zone(s), parking monitors, staggered drop-offs, a number system for cars, one-way circulation, encouragement of carpools/ride-sharing, and a safety education program. The safety education program shall be targetcd at school students, guardians, and staff, as well as residents and businesses near the school site. Informational materials targeted to guardians and nearby residents and employees shall focus on the importance of vehicular safety, locations of school crossings, and school zone speed limits and hours.	Project sponsor for 700 Innes property and school administrator.	Once school enrollment reaches 22 students, the project sponsors and school administrator are required to submit a pick-up/drop-off plan to SFMTA for approval.	School administrator and SFMTA.	Plan is required once school enrollment reaches 22 students and is deemed complete once the plan is approved by SFMTA and the plan is implemented and enforced.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-C-TR-2: Implement Transit-Only Lanes SFMTA shall convert one of the two travel lanes in each direction of the Evans Avenue–Hunters Point Boulevard–Innes Avenue–Donohue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/ Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections. The transit-only lanes would be located in the curbside lanes, similar to those identified for Evans Avenue between Third Street and Jennings Street as part of the CPHPS EIR, and would improve bus travel speed and travel time reliability along the corridor. The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first. The SFMTA shall monitor transit service and travel time along the corridor to assess when this threshold is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA. The project sponsors' fair-share portion of this cumulative mitigation measure under either the proposed project or the variant shall be based on the relative proportion of vehicle-trips contributed by the proposed project or the variant to cumulative traffic conditions such that mitigation would be needed. In this case, the fair share was determined by calculating the ratio of the total trips added by the project at the three study intersections adjacent to the 700 Innes property to the sum of eastbound and westbound throngh traffic without the project. Since the impact would occur during both the weekday a.m. and p.m. peak periods, the higher of the ratios for each individual peak period was conservatively selected to determine the fair-share contribution. This fair-share contribution would be 38 percent for the proposed project and 50 percent for the variant. Responsibility among the project sponsors for the four properties would then be further subdivided based on the relative proportion of vehicle-trips generated by each of the four properties. In this case, 1 percent of the vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property.	SFMTA	The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first.	SFMTA	The SFMTA shall monitor transit service and travel time along the corridor to assess when the threshold in M-C-TR-2 is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Noise Mitigation Measures				
Mitigation Measure M-NO-2a: Implement Noise Control Measures during Project Construction The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures at all project site properties during construction: • Power construction equipment shall be equipped with best available state-of-the-art noise-shielding and muffling devices. All equipment shall be properly maintained to prevent the generation of additional noise attributable to worn or improperly maintained parts. • Stationary-source construction equipment that may have a flexible location on-site (e.g., generators and compressors) shall be located to maintain the greatest feasible distance from sensitive land uses, and unnecessary idling of equipment shall be prohibited. • Where construction activities are to occur within 100 feet of a noise-sensitive receptor, either an existing off-site receptor or a future on-site receptor, a temporary noise barrier that will break the line of sight between the construction equipment and the sensitive receptor shall be placed to provide a minimum of 3-5 dBA noise reduction at the exterior of the noise-sensitive receptor.	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.
Mitigation Measure M-NO-2b: Implement Noise Control Measures for Pile Driving The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures for pile driving at all project site properties during construction: • When pile driving is to occur within 600 feet of a noise-sensitive receptor (e.g., residential use), alternative quiet-pile driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible (based on soil/strata and other conditions as reviewed by and approved by the project engineer). Alternative quiet-pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled-displacement. At the noise-sensitive receptor, noise from non-impact type pile-driving methodology shall not exceed an hourly L_{eq} equal to the applicable ambient + 10 dBA standard. • When applied within 600 feet of a noise-sensitive receptor (e.g., residential use), impact-type pile driving equipment shall be properly fitted with an intake and exhaust muffler and a sound-attenuating shroud, as specified by	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the manufacturer. The net effect of these noise control and sound-attenuating measures, which can also include a temporary sound barrier, shall provide sufficient noise reduction, relative to a non-shrouded operating impact pile-driving process, so that hourly L_{eq} noise from the pile-driving equipment at the noise-sensitive receptor does not exceed the applicable ambient + 10 dBA standard.				
Mitigation Measure M-NO-3: Design Future Noise-Generating Uses near Residential Uses to Minimize the Potential for Noise Conflicts Future noise-generating land uses shall be designed to minimize the potential for sleep disturbance at any future nearby residential uses (700 Innes) or existing nearby offsite residential receptors. Design approaches such as the following could be incorporated into future development plans for future noise-generating land uses to minimize the potential for noise conflicts from such uses with on-site sensitive receptors. • **Design of Future Noise-Generating Uses.** To reduce potential conflicts between sensitive receptors and new noise-generating land uses located adjacent or nearby to these receptors, exterior facilities such as loading areas/docks, trash enclosures, and surface parking lots shall be located on the sides of buildings facing away from existing or planned sensitive receptors (residences). If this is not feasible, these types of facilities shall be enclosed or equipped with appropriate noise shielding. • **Stationary Equipment Noise Controls.** Noise attenuation measures shall be incorporated into all stationary equipment (including HVAC equipment, and emergency generators if present) installed on all buildings that include such stationary equipment. These noise attenuation measures shall be incorporated as necessary to meet noise limits specified in Section 2909 of the Police Code. Interior noise limits shall be met under both existing and future noise conditions, accounting for foreseeable changes in noise conditions in the future (i.e., changes in on-site building configurations). Noise attenuation measures can include providing sound enclosures/barriers, adding roof parapets to block noise, increasing setback distances from sensitive receptors, providing louvered vent openings, locating vent openings away from adjacent commercial uses, and restricting generator testing to the daytime hours.	Project sponsors and construction contractor.	Prior to the issuance of a building permit for each commercial/office building.	Planning Department	Considered complete after submittal and approval of construction plans by the Planning Department.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-NO-6: Implement Vibration Mitigation Measure for Pile Driving The project sponsor shall implement the following vibration control measure for pile driving during project construction: • When pile driving is to occur within 150 feet of a noise-sensitive receptor (e.g., residential use), alternative low-vibration driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible, based on soil/strata and other conditions as reviewed by and approved by the project engineer. Alternative pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled displacement. • If the receiving land use is a historic structure, the project sponsor shall implement vibration monitoring during the vibration-causing process and/or equipment to ensure that measured levels (e.g., vibration velocity) at the receptor are compliant with the 0.12 in/sec peak particle velocity (PPV) standard. If measured vibration levels are found to exceed this standard, the process shall be suspended to assess the occurrence of damage and implement vibration isolation enhancements (e.g., trenches, shoring, etc.) as deemed necessary to enable compliant vibration levels upon resumption of activity. If damage to a building(s) occurs, the building(s) shall be remediated to its pre-construction condition at the conclusion of gronnd-disturbing activity.	Project sponsors/ project engineer/ construction contractor, and Planning Department.	Prior to pile-driving activities on the 900 Innes property, India Basin Open Space, and 700 Innes properties.	Planning Department	Considered complete after the completion of all pile-driving activities.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Air Quality Mitigation Measures				
Mitigation Measure M-AQ-1a: Minimize Off-Road Construction Equipment Emissions The project sponsors shall comply with the following requirements: A. **Construction Emissions Minimization Plan.** Before a construction permit is issued for each project phase or property, as applicable, the project sponsors shall submit construction emissions minimization plans to the Environmental Review Officer (ERO) or the ERO's designated representative for review and approval. The construction emissions minimization plans shall detail compliance with the following requirements: (1) All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements: a) Where access to alternative sources of power is reasonably available, portable diesel engines shall be prohibited. b) Where portable diesel engines are required because alternative sources of power are not reasonably available, all off-road equipment shall have engines that meet either EPA or ARB Tier 4 Final off-road emission standards. If engines that comply with Tier 4 Final off-road emission standards are not commercially available, then the project sponsor shall provide the next cleanest piece of off-road equipment as provided by the step-down schedules in Table M-AQ-1a-1. i. For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 Final engines taking into consideration factors such as (i) critical-path timing of construction; (ii) geographic proximity to the project site of eqnipment; and (iii) geographic proximity of access to off-haul deposit sites. ii. The project sponsor shall maintain records concerning its efforts to comply with this requirement.	Project sponsors and ERO or ERO's designated representative.	The construction emissions minimization plan shall be submitted and approved before a construction permit is issued for each project phase or property.	The Planning Department, ERO, or the ERO's designated representative for review and approval.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule

TABLE M-AQ-1a-1
OFF-ROAD EQUIPMENT COMPLIANCE STEP-DOWN SCHEDULE

Compliance Alternative	*Engine Emissions Standard*	*Emissions Control*
1	*Tier 4 Interim*	*N/A*
2	*Tier 3*	*ARB Level 3 VDECS*
3	*Tier 2*	*ARB Level 3 VDECS*

How to use the table: If the requirements of (A)(1)(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met, etc.

(2) The project sponsor shall require in its construction contracts that the idling time for off-road and on-road equipment be limited to no more than 2 minutes, except as provided in exceptions to the applicable State regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, and Chinese) in designated queuing areas and at the construction site to remind operators of the 2-minute idling limit.

(3) The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.

(4) The construction emissions minimization plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include but are not

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
limited to equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used.				
(5) The project sponsor shall keep the construction emissions minimization plan available for public review on-site during working hours. The project sponsor shall post at the perimeter of the project site a legible and visible sign summarizing the requirements of the plan. The sign shall also state that the public may ask to inspect the construction emissions minimization plan at any time during working hours, and shall explain how to request inspection of the plan. Signs shall be posted on all sides of the construction site that face a public right-of-way. The project sponsor shall provide copies of the construction emissions minimization plan to members of the public as requested.				
B. Reporting. Quarterly reports shall be submitted to the ERO or the ERO's designated representative indicating the construction phase and off-road equipment information used during each phase, including the information required in A(4).				
(1) Within 6 months of the completion of construction activities, the project sponsor shall submit to the ERO or the ERO's designated representative a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4).				
C. Certification Statement and On-site Requirements. Before the start of construction activities, the project sponsor must certify that it is in compliance with the construction emissions minimization plan, and that all applicable requirements of the plan have been incorporated into contract specifications.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1b: Minimize On-Road Construction Equipment Emissions The project sponsors shall include in all construction contracts a requirement for construction contractors to implement the following measures to reduce construction haul truck emissions, to the extent commercially available (taking into consideration such factors as critical-path timing and geographic proximity). **A. Engine Requirements** 1) All on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used in connection with the project site (such as haul trucks, water trucks, dump trucks, and concrete trucks) shall be model year 2010 or newer, where feasible in light of commercial availability. **Construction Emissions Minimization Plan.** As part of the construction emissions minimization plan identified above in Mitigation Measure M-AQ-1a, Section A, the construction contract shall state, in reasonable detail, how the contractor shall meet the requirements of Section A. 1) The construction emissions minimization plan shall include the model year of the heavy-duty trucks with a gross vehicle weight rating of 19,500 pounds or greater and estimates of the expected fuel usage (or miles traveled or hours of operation, as relevant) for the on-road haul truck fleet. For on-road trucks using alternative fuels, the description shall also specify the type of alternative fuel being used. 2) See Mitigation Measure M-AQ-1a, Section A, Part 5. **C. Reporting.** See Mitigation Measure M-AQ-1a, Section B. **D. Monitoring.** See Mitigation Measure M-AQ-1a, Section C.	Project sponsors, construction contractors, and ERO or ERO's designated representative.	Prior to the issuance of building permits and on-going during construction.	Planning Department.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1c: Utilize Best Available Control Technology for In-Water Construction Equipment The project sponsors shall include in construction contracts a requirement to implement the following measures to reduce emissions from in-water equipment: A. **Engine Requirements** 1) The construction barge shall have engines that meet or exceed EPA marine engine Tier 3 emissions standards, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). 2) The project sponsors shall also ensure that the construction work boat engines shall be model year 2005 or newer or meet NO_X and PM emissions standards for that model year, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). **B. Construction Emissions Minimization Plan.** As part of the construction emissions minimization plan identified above under Mitigation Measure M-AQ-1a, Section A, the contractor shall state, in reasonable detail, how the contractor shall meet the requirements of Section A. 1) The construction emissions minimization plan shall include estimates of the construction timeline by phase, with a description of how each piece of in-water equipment (e.g., barge engines, work boats) required for every construction phase will comply with the engine requirements stated above. The plan shall also include expected fuel usage and hours of operation for in-water equipment. For in-water equipment using alternative fuels, the description shall also specify the type of alternative fuel being used. 2) See Mitigation Measure M-AQ-1a, Section A, Part 5. **C. Reporting.** See Mitigation Measure M-AQ-1a, Section B. **D. Monitoring.** See Mitigation Measure M-AQ-1a, Section C.	Project sponsors, construction contractors, and ERO or ERO's designated representative.	Prior to the issuance of building permits and on-going during construction.	Planning Department.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1d: Offset Emissions for Construction and Operational Ozone Precursor (NOx and ROG) Emissions Before the first construction permit is issued, the project sponsors, with oversight of the ERO or the ERO's designated representative, shall implement one of the following measures: (1) Directly fund or implement specific emissions offset project(s) within the SFBAAB to achieve the one-time reduction of 6 tons of ozone precursor emissions. This amount is intended to offset the maximum emissions year during construction or operations (or overlapping construction and operations) that would exceed the 10 tons per year thresholds for each NOx and ROG, which would occur during operations of the fully built project. Specifically, the worst-case mitigated operational emissions are associated with the variant and are estimated at 11.96 tons per year of ROG emissions and 14 tons per year of NOx emissions, which would exceed the 10-tons NOx and ROG annual thresholds by 1.96 tons and 4 tons, respectively. Thus, the combined ozone precursor emissions (NOx and ROG) would exceed the annual 10-tons threshold in total by 5.96 tons and requires an offset of 6 tons of NOx and ROG emissions. To qualify under this mitigation measure, the specific offset project(s) shall result in 6 tons of NOx and ROG emissions reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements. Preferred offset project(s) are implemented locally within the City and County of San Francisco. Before implementation of the offset project(s), the project sponsors shall obtain the ERO's approval of the offset project(s) by providing documentation of the associated estimated reduction amount of NO_X and ROG emissions (in tons per year) within the SFBAAB. The project sponsors shall also notify the ERO within 6 months of completion of the offset project(s) for verification. or (2) Pay a one-time mitigation emissions offset fee to the BAAQMD Bay Area Clean Air Foundation to fund BAAQMD's reduction effort in the SFBAAB of 6 tons of ozone precursor emissions. Specifically, the worst-case mitigation offset fee is associated with the variant offset amount of 6 annual tons of combined NO_X and ROG emissions and will be at a cost per ton consistent with Appendix G of the Carl Moyer grant guidelines in effect at the date of the first construction permit issuance . This fee is currently estimated to be $30,000 per weighted ton per year of ozone precursor emissions (plus a 5 percent administrative fee). The mitigation offset fee shall fund one or more emissions reduction projects within the SFBAAB.	Project sponsors and the ERO or the ERO's designated representative.	Prior to the issuance of the first construction permit.	Planning Department, ERO, or the ERO's designated representative.	Considered complete once the project sponsors notify the ERO within 6 months of completion of the offset project(s) for verification, or after the project sponsors provide documentation of offset fee payment to the ERO.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
This one-time fee is intended to fund reduction project(s) for purposes of offsetting the estimated annual tonnage of combined construction and operational emissions under the variant buildout scenario, which is conservatively assumed to occur in 2022. The project sponsors shall also provide documentation of offset fee payment to the ERO. Acceptance of this fee by BAAQMD shall serve as acknowledgment and a commitment by BAAQMD to one or more emissions reduction project(s) within one year of receipt of the mitigation fee to achieve the emissions reduction objectives specified above. BAAQMD shall provide documentation to the ERO and to the project sponsors describing the emission reduction project(s) funded by the mitigation fee, including the amount of emissions of ROG and NO_X reduced (in tons per year) within the SFBAAB from the emissions reduction project(s). If any portion of the mitigation offset fee remains unspent after implementation of the emission reduction project(s), the project sponsors shall be entitled to a refund in that amount from BAAQMD. To qualify under this mitigation measure, the specific emissions reduction project(s) shall result in emission reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements. If the project sponsors commit to the land use assumptions consistent with the proposed project (rather than with the variant) for the term of the development agreement, the one-time reduction of 6 tons of ozone precursor emissions listed above under (1) and (2) shall be reduced to a one-time reduction of 3 tons of ozone precursor emissions. This 3 tons reduction amount is intended to offset the maximum emissions year conservatively assumed to occur during the second year of proposed project construction in 2019. Specifically, the mitigated construction related NOx emissions for the proposed project are estimated at 12.60 tons, which would exceed the 10-tons threshold by 2.6 tons and require an offset of 3 tons of NOx.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators To reduce operational NO_X and PM emissions under the proposed project or variant, the project sponsors, as applicable, shall require in applicable contracts that the operational backup diesel generators: (1) comply with ARB Airborne Toxic Control Measure emissions standards for model year 2008 or newer engines; and (2) meet or exceed one of the following emission standards for particulate matter: (A) Tier 4 final certified engine or (B) Tier 4 interim or Tier 3 certified engine that is equipped with an ARB Level 3 VDECS. A nonverified diesel emissions control strategy may be used if the filter has the same PM reduction as the identical ARB-verified model and BAAQMD approves of its use. e project sponsors, as applicable, shall submit documentation of compliance th the BAAQMD NSR permitting process (Regulation 2, Rule 2, and Regulation 2, Rule 5) and the emissions standard requirement of this measure to the Planning Department for review and approval before a permit for a backup diesel generator is issued by any City agency. Once operational, all diesel backup generators shall be maintained in good working order for the life of the equipment and any future replacement of the diesel backup generators shall be required to be consistent with these emissions specifications. The operator of the facility at which the generator is located shall maintain records of the testing schedule for each diesel backup generator for the life of that diesel backup generator. The facility operator shall provide this information for review to the Planning Department within 3 months of a request for such information.	Project sponsor and construction contractor.	Prior to issuance of a permit for each backup diesel generator.	Project sponsor shall submit documentation of compliance to the Planning Department for review and approval within 3 months of a request for such information.	Considered complete upon review and approval of documentation by Planning Department staff.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1f: Prepare and Implement Transportation Demand Management To reduce operational mobile source emissions, the project sponsors shall prepare and implement a transportation demand management (TDM) plan. The TDM plan shall have a goal of reducing estimated aggregate daily one-way vehicle trips associated with the 700 Innes and India Basin Open Space properties by at least 15 percent compared to the aggregate daily one-way vehicle trips identified in the project-related Transportation Impact Study dated July 2017 and the Supplement to the Transportation Impact Study, dated April 27, 2018, (together, the "Final Transportation Impact Study") and included in EIR Appendix D as calculated before the imposition of TDM measures. To ensure that this reduction goal could be reasonably achieved, the project sponsors shall have a TDM plan with a goal of reducing the daily one-way vehicle trips to and from the project site by 15 percent for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, relative to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the Final Transportation Impact Study as calculated before the imposition of TDM measure. The calculations shall use the baseline scenario trip generation rates contained in the Final Transportation Impact Study until the point at which SFMTA provides 1,000 passenger capacity per weekday PM peak hour along Innes Avenue, at which point the calculations shall use the Cumulative scenario trip rates in the Final Transportation Impact Study. There shall be a transportation management association that would be responsible for the administration, monitoring, and adjustment of the TDM plan. The project sponsors shall be responsible for monitoring implementation of the TDM plan and proposing adjustments to the plan if its goal is not being achieved, in accordance with the following provisions. The TDM plan may include but is not limited to the types of measures summarized below by way of example. Actual TDM measures selected should include those from the City's adopted TDM Program Standards, which describe the scope and applicability of candidate measures in detail and include: • **Active Transportation**: Streetscape improvements to encourage walking, secure bicycle parking, shower and locker facilities for cyclists, subsidized bikeshare memberships for project occupants, bicycle repair and maintenance services, and other bicycle-related services.	Project sponsors of 700 Innes and India Basin Open Space properties and transportation consultant to prepare the TDM Plan, which will be implemented by the TDM Coordinator and building management and will be binding on all development parcels within 700 Innes and India Basin Open Space properties.	TDM Coordinator and/or project sponsors to prepare TDM Plan and submit to Planning Department and SFMTA staff prior to approval of the site permit application for first building. The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building. The TDM plan shall remain a componeut of the proposed project and variant to be implemented for the duration of the proposed project or variant.	TDM Coordinator to submit the TDM Plan to Planning Department And SFMTA staff for review and approval. Transportation Coordinator to submit monitoring report per reporting periods to Planning Department staff and implement TDM Plan Adjustments (if required).	The TDM Plan is required for the duration of the proposed project or variant. Monitoring reports would be on-going during project buildout, or until eight consecutive reporting periods show that the fully-built project has met its reduction goals. If after eight reporting periods the sponsor achieves TDM Plan reduction goal, the eighth monitoring report can be deemed the final TDM Plan report. However, if the TDM Plan reductions cannot be met, the project sponsors can elect to pay an additional offset fee. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• **Car-Share**: Car-share parking spaces and subsidized memberships for project occupants. • **Delivery**: Amenities and services to support delivery of goods to project occupants. • **Family-Oriented Measures**: On-site childcare and other amenities to support the use of sustainable transportation modes by families. • **High-Occupancy Vehicles**: Carpooling/vanpooling incentives and shuttle bus service. • **Information and Communications**: Multimodal wayfinding signage, transportation information displays, and tailored transportation marketing services. • **Land Use**: On-site affordable housing and healthy food retail services in underserved areas. **Parking**: Unbundled parking, short-term daily parking, parking cash-out offers, and reduced off-street parking supply. The TDM plan shall describe each measure, including the degree of implementation (e.g., how long will it be in place, how many tenants or visitors it will benefit, on which locations within the site it will be placed) and the population that each measure is intended to serve (e.g., residential tenants, retail visitors, employees of tenants, visitors). The TDM plan shall commit to monitoring of vehicle trips to and from the project site to determine the plan's effectiveness, as described in "TDM Plan Monitoring and Reporting" below. The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building. The TDM plan shall be submitted to the Planning Department for approval to ensure that components of the plan intended to meet the reduction target are shown in the plan and/or ready to be implemented upon the issuance of each certificate of occupancy. The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant. **TDM Plan Monitoring and Reporting**: The TDM Coordinator shall collect data, prepare monitoring reports, and submit them to the Planning Department. To ensure that the goal of reducing by at least 15 percent the aggregate daily one-way vehicle trips is reasonably achievable, the project sponsor shall				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
monitor daily one-way vehicle trips for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, and shall compare these vehicle trips to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the project's Final Transportation Impact Study. **Timing**. The TDM Coordinator shall collect monitoring data and shall begin submitting monitoring reports to the Planning Department 18 months after issuance of the first certificate of occupancy for buildings that are at least 75 percent occupied on the 700 Innes property that include off-street parking or the establishment of surface parking lots or garages. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until five consecutive reporting periods show that the fully built project has met the reduction goal. From that point on, monitoring data shall be submitted to the Planning Department once every three years. Each trip count and survey (see below for description) shall be completed within 30 days after the end of the applicable reporting period. Each monitoring report shall be completed within 90 days after the applicable reporting period. The timing of monitoring reports shall be modified so that a new monitoring report is submitted 12 months after adjustments are made to the TDM plan to meet the reduction goal, as may be required under the "TDM Plan Adjustments" heading, below. In addition, the Planning Department may modify the timing of monitoring reports as needed to consolidate this requirement with other monitoring and/or reporting requirements for the proposed project or variant, such as annual reporting under the proposed project's or variant's development agreement. **Term**. The project sponsors shall monitor, submit monitoring reports, and make plan adjustments until the earlier of: (i) the expiration of the development agreement, or (ii) the date the Planning Department determines that the reduction goal has been met for up to eight consecutive reporting periods. **Components:** The monitoring and reporting, including trip counts, surveys and travel demand information, shall include the following components or comparable alternative methodology and components, as approved, accepted or provided by Planning Department staff: (1) Trip Count and Intercept Survey: Provide a site-wide trip count and intercept survey of persons and vehicles arriving and leaving the project site for no less than two days during the reporting period between 6:00 a.m. and 8:00 p.m. One day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during one week				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
without federally recognized holidays, and another day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during another week without federally recognized holidays. The trip count and intercept survey shall be prepared by a qualified transportation or survey consultant, and the Planning Department shall approve the methodology prior to the Project Sponsors conducting the components of the trip count and intercept survey. The Planning Department anticipates it will have a standard trip count and intercept survey methodology developed and available to project sponsors at the time of data collection.				
(2) Travel Demand Information: The above trip count and survey information shall be able to provide the travel demand analysis characteristics (work and non-work trip counts, origins and destinations of trips to/from the project site, and modal split information), as outlined in the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review, October 2002, or subsequent updates in effect at the time of the survey.				
(3) Documentation of Plan Implementation: The TDM coordinator shall work in conjunction with the Planning Department to develop a survey (online or paper) that can be reasonably completed by the TDM coordinator and/or Transportation Management Association (TMA) staff members to document implementation of TDM program elements and other basic information during the reporting period. The project sponsors shall include this survey in the monitoring report submitted to the Planning Department.				
(4) Assistance and Confidentiality: The Planning Department will assist the TDM coordinator with questions regarding the components of the monitoring report and will assist the TDM coordinator in determining ways to protect the identity of individual survey responders.				
TDM Plan Adjustments. The project sponsors shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal. The TDM plan adjustments shall be made in consultation with Planning Department staff and may require refinements to existing measures (e.g., change to subsidies, increased bicycle parking), inclusion of new measures (e.g., a new technology), or removal of existing measures (e.g., measures shown to be ineffective or induce vehicle trips). If the Planning Department determines that the reduction goal has been met for eight consecutive reporting				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
periods, the TDM Plan in place at the time of the eighth consecutive successful reporting period shall be considered the final TDM Plan. If the monitoring results from three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, the TDM plan adjustments shall occur within 270 days after the last consecutive reporting period. The TDM plan adjustments shall occur until the monitoring results of three consecutive reporting periods demonstrate that the reduction goal is achieved. If after implementing TDM plan adjustments, the project sponsors have not met the reduction goal for up to eight consecutive reporting periods, as determined by the Planning Department, then the project sponsors may, at any time thereafter, elect to use another means to address the shortfall in meeting the TDM plan reduction target. Specifically, in additiou to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations. The anticipated shortfall shall be based on the shortfall that occurred in the most recently monitored year. Calculations of emissions to be offset shall be based on the total amount of emissions anticipated to be reduced by achieving the 15 percent TDM goal, adjusted for the actual percentage of aggregate daily one-way vehicle trip reduction achieved in the most recently monitored year. After paying this additional offset fee, the project sponsors shall continue to monitor, report and adjust their TDM Plan in accordance to this Mitigation Measure M-AQ-1f, to ensure that the shortfall from the reduction goal does not increase significantly over time for the duration of the term defined herein. At the end of that term, the project sponsors' monitoring, reporting, and adjusting obligations of MM-AQ-1f shall terminate, but the project sponsors shall continue to implement the final TDM Plan for the life of the project. The final TDM Plan shall be either a) the TDM Plan that met the reduction goal for eight consecutive reporting periods; or b) if the project sponsors have paid an additional offset fee, the TDM plan that achieved the highest reduction goal for any reporting period.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Wind Mitigation Measures				
Mitigation Measure M-WI-1a: Wind Impact Analysis and Mitigation for Buildings 100 Feet or Greater in Height During Partial Buildout With the goal of preventing a net increase in hazardous wind hours beyond those identified by prior wind tunnel testing conducted for this EIR during project construction, prior to obtaining a building permit for any project or variant building within the project site proposed to be at least 100 feet in height, the project sponsors shall undertake or cause their construction contractor(s) to undertake a wind impact analysis for such proposed building. a. The wind impact analysis shall be conducted by a qualified wind consultant approved by the Planning Department's Environmental Review Officer (ERO). The wind consultant shall review the proposed building design taking into account the building design and feasible mitigation required by Mitigation M-WI-1c. The wind consultant shall provide a qualitative analysis of whether the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR. The analysis shall compare the exposure, massing, and orientation of the proposed building to the same building in the representative massing models for the proposed project or variant. The comparison shall also analyze the potential wind impacts of the proposed building relative to existing conditions, those identified in the discussion of operational wind hazards, and to the City's wind hazard criterion. The existing conditions in this analysis shall be considered to include any existing buildings at the site, the as-built designs of all previously completed structures, and the then-current designs of approved but as-yet-unbuilt structures that would be completed by the time of occupancy of the subject building. b. If the qualified wind consultant determines that the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, but in the consultant's professional judgment, temporary measures would reduce such impact, the consultant shall notify the ERO and the building applicant. The consultant's professional judgment may be informed by the use of "desktop" analytical tools, such as computer tools relying on results of prior wind tunnel testing for the proposed project and other projects (i.e., "desktop" analysis does not include new wind tunnel testing). The analysis shall include consideration	Project sponsors, construction contractor, wind consultant, and Planning Department.	Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.	Planning Department, project sponsors, and wind consultant.	Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by mitigation measure M-WI-1a. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department for review and approval by the ERO, and this mitigation measure shall be considered complete upon the Planning Department and ERO's review and approval of the Wind Safety Plan.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
of wind location, duration, and speed of wind. The building applicant shall propose temporary measures to reduce wind hazards under partial build-out conditions to the extent feasible. Such temporary measures include but are not limited to the following measures: • At building corners, introduce hard landscaping such as localized porous/ solid screens, soft landscaping such as localized trees, or hedge plantings. • Install semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas. • Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. • Introduce temporary canopies and cabanas at outdoor seating areas. The wind consultant shall then reevaluate the building design(s) taking into account the temporary measnres. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by this mitigation measure, no further review would be required.				
c. If the qualified wind consultant is unable to demonstrate that temporary measures would reduce wind hazard impacts under partial build-out conditions to less-than-significant levels, then wind tunnel testing or an equivalent method of quantitative evaluation shall be required. The proposed building shall be wind tunnel tested using a model that represents the proposed building in the context of existing partial build-ont conditions. The testing shall include test points deemed appropriate by the consultant and agreed upon by the Planning Department to determine the wind performance of the building, such as building entrances and sidewalks. If the wind tunnel testing determines that the building's design, including temporary measures, would increase the hours of wind hazard or the extent of area subject to hazardous winds under partial build-out conditions beyond those identified for full build-out conditions by prior wind testing conducted for this EIR, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall propose feasible mitigation strategies including any of the above measures to reduce				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
wind hazards. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not create a net increase in hazardous wind hours or locations under partial build-out conditions beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, no further review would be required. d. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department and the ERO. The Wind Safety Plan shall include recommendations for site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. Site safety precautions can include, but not be limited to any of the following: • warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; and • identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds. The project sponsors shall ensure by conditions of approval for any construction activity, and the Planning Department shall ensure by conditions of approval for building permits and site permits, that the project sponsors and the subsequent building developer(s) cooperate to implement and maintain all measures and precautions identified by the wind consultant.				
Mitigation Measure M-WI-1b: Temporary Wind Reduction Measures during Construction For the active construction areas, the wind consultant may identify those construction sites that would be especially exposed to strong winds. The consultant may recommend construction site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. The objective of these precautions shall be to minimize risks and prevent injuries to workers and the public from stacked materials, such as shingles and sheets of plywood, that can be picked up and carried by strong winds, and from temporary signage, siding or roofing, or light structures that could be detached and carried by the wind. As part of construction site safety planning, the project sponsors shall require, as a condition of contracts, that contractors consider all potential wind-related risks to the public from their construction activities, and shall develop a safety	Project sponsors and construction contractor.	Wind safety plan would be prepared prior to issuance of grading, excavation, or demolition permits. The wind safety plan shall be in effect during construction activities and until the final certificate of occupancy is granted.	Planning Department.	Considered complete after the final certificate of occupancy for the last building is granted.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
plan to address and control all such risks related to their work. The safety plan could include but not be limited to measures such as: • warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; • identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds; and • installing semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas.				
Mitigation Measure M-WI-1c: Reduce Effects of Ground-Level Hazardous Winds through Ongoing Review In order to mitigate to the extent feasible new wind hazards created with full build-out under the proposed project or variant identified by prior wind testing, a wind impact analysis by a qualified wind consultant shall be required prior to building permit issuance for any building more than 100 feet tall. The purpose of this supplemental wind impact analysis would be to prevent the total duration of wind hazard exceedances across the project site from exceeding the total duration of wind hazard exceedances under full build-out conditions with the proposed project or variant determined in the Wind Tunnel Report, included in EIR Appendix H, based on the prior wind tunnel testing undertaken by BMT Fluid Mechanics (BMT). Based on the Wind Tunnel Report, the total number of wind hazard exceedance hours shall not exceed 767 hours. • The proposed building(s) shall be wind tunnel tested using a model that represents the current proposed building(s) defined as the building configurations assumed in the Wind Tunnel Report updated to reflect the design of any constructed buildings at the site and the as-built designs of all approved but yet unbuilt structures .The testing shall include the test points previously studied (see Table 3.9-1). If the wind tunnel testing determines that the building's design would increase the total duration of hazardous winds from the conditions identified in the Wind Tunnel Report, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall then propose feasible mitigation strategies, including any architectural features, to reduce the total duration of wind hazards. – At building corners, introduce hard landscaping such as localized porous/ solid screens, soft landscaping such as localized trees, or hedge plantings.	Project sponsors, construction contractor, wind consultant, and Planning Department.	Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.	Planning Department, project sponsors, and wind consultant.	Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not exceed the total number of wind hazard exceedance hours (767 hours) identified in prior wind tunnel testing conducted for the proposed project in the EIR.

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– Introduce canopies along building façades at the pedestrian level. – Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. – Introduce parapets, canopies, and cabanas at outdoor seating areas. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not increase the total duration of hazardous winds identified in prior wind tunnel testing conducted for this EIR, no further design modifications would be required. • If the wind consultant determines that even after the modifications of the design that the building(s) would result in greater than 767 wind hazard exceedance hours, the wind consultant shall work with the project sponsors, architect, and/or landscape architect to identify specific additional feasible measures that may include landscaping features and street furniture that would reduce the total duration of wind hazards to the extent feasible. The ability of the design alterations to reduce the wind hazard to the extent feasible shall be demonstrated by subsequent wind tunnel testing of the modified design and landscaping that compares the modified building design and landscaping to the wind hazard exceedance hours of 767 hours for the proposed project, no further review is required.				

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Biological Resources Mitigation Measures				
Mitigation Measure M-BI-1a: Prepare and Implement a Hydroacoustic Monitoring Program for Special-Status Fish and Marine Mammals Before the start of construction, the project sponsors shall prepare a hydroacoustic monitoring plan and obtain approval from NMFS. The plan shall be provided to NMFS for review and approval before construction. The plan shall provide details regarding the estimated underwater sound levels expected, sound attenuation methods, methods used to monitor and verify sound levels during pile-driving activities, and management practices to be taken to reduce pile-driving sound in the marine environment to below NMFS thresholds for injury to fish, as feasible, and below NMFS thresholds for marine mammals. The plan shall include but not be limited to the following measures for special-status fish: • All steel pilings shall be installed with a vibratory pile driver to the deepest depth practicable. An impact pile driver may be used only where necessary to complete installation of the steel pilings, in accordance with seismic safety or other engineering criteria. • The smallest pile driver and minimum force necessary shall be used to complete the work. • The hammer shall be cushioned using a 12-inch-thick wood block during all impact hammer pile-driving operations to the extent feasible. • A bubble-curtain, air barrier, or similar technology shall be employed during all impact pile-driving activities. • A "soft start"[1] technique shall be employed upon initial pile-driving activities every day to allow fish an opportunity to vacate the area. • During impact pile driving, the contractor shall limit the number of strikes per day to the minimum necessary to complete the work. • No pile driving shall occur at night. • During impact pile driving, a qualified fish biologist shall monitor the project site for fish that exhibit signs of distress. If fish are observed rising to the surface, work shall be halted by the biologist, and the cumulative SEL up to	Project sponsors, with direction from NMFS.	Prior to the start of pile driving in the Bay.	Project sponsors to prepare a hydroacoustic monitoring plan and obtain approval from NMFS.	Considered complete upon review and approval of the sound attenuation and monitoring plan by NMFS and after the conclusion of all in-water pile driving activities.

[1] Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 20 minutes.

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that point shall be examined. If the cumulative SEL is close to or exceeds the threshold, then pile-driving activities will cease until the next day. • All pile-driving and pile-removal activity shall be monitored by a NMFS-approved biological monitor before and during all pile driving. The biological monitor shall maintain a monitoring log of daily pile-driving activities, any field sound measurements, fish sightings, and implementation of soft-start and shutdown requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile removal activities). • The hydroacoustic monitoring program shall incorporate NMFS-recommended work windows to avoid impacts on special-status fish species that have the potential to occur at the project site during only certain portions of the year. This includes limiting work between December 1 and May 31 to avoid impacts on steelhead and green sturgeon, and monitoring for herring spawning events in the vicinity of the project site between December 1 and February 29. In the event that monitoring identifies a herring spawning event that could be affected by project-related construction activities, all in-water work shall be temporarily halted. In-water work shall not resume until a qualified biologist determines that no additional impact on spawning herring would occur. The project sponsors shall coordinate with the NMFS Office of Protected Resources pursuant to the Marine Mammal Protection Act to develop an appropriate plan and monitoring program for potential effects to species during noise generating work. The plan shall include but not be limited to the following measures for marine mammals: • Zones of influence shall be based on the estimated NMFS injury threshold contours for the different marine mammals. These zones of influence may be modified, based on subsequent analysis of the actually proposed piles, equipment, and activity before construction, but only with the approval of NMFS. • Hydroacoustic monitoring according to the hydroacoustic monitoring plan shall be completed during initial pile driving to verify projected isopleths for pile driving and removal. The plan shall require real-time hydroacoustic monitoring for a sufficient number of piles to determine and verify modeled noise isopleths. The safety zones established before construction may be modified, based on field measurements of different pile-driving activity, if the field measurements indicate different threshold contours than estimated				

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before construction, but only with the approval of NMFS. • During pile-driving and pile-removal activity, a NMFS-approved marine mammal observer would monitor the work area for marine mammal presence. If a marine mammal is observed in or swimming into an unauthorized zone of influence, work would stop until the animal was observed, or determined to be, outside of the area of potential injury. • A "soft start"[2] technique shall be employed each day upon commencement of pile-driving activity, any time after pile-driving activity ceases for more than 1 hour, and any time after pile-driving activity shuts down because a marine mammal has entered a safety zone. • All pile-driving and pile-removal activity shall be monitored by an NMFS-approved biological monitor before and during all pile driving to inspect the work zone and adjacent Bay waters for marine mammals and implement the safety zone requirements described above. The biological monitor shall maintain a monitoring log of daily pile-driving activities; any field sound measurements; marine mammal sightings; and implementation of soft-start, shutdown, and safety-zone requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile-removal activities).				
Mitigation Measure M-BI-1b: Implement Avoidance and Minimization Measures for Special-Status Species The project sponsors and the project construction contractor(s) they procure shall implement the following avoidance and minimization measures for special-status species: • **Implement a Worker Environmental Awareness Program (WEAP):** An education program shall be developed and implemented by a qualified biologist and attended by all construction personnel performing demolition or ground-disturbing work before such work commences on-site. Upon completion of the program, employees shall sign a form stating that they attended the training session and understand all conservation and protection measures. All future construction personnel shall be required to attend the presentation (either an in-person presentation or a recording of the prior presentation) and sign the form before beginning work on the project site. The signed forms shall be kept on file for the duration of construction and	Project sponsors, construction contractor, and qualified wildlife biologist.	Worker Environmental Awareness Program shall be developed and implemented prior to receiving a grading, demolition, or excavation permit. Other measures ongoing during construction.	Planning Department.	Considered complete after the conclusion of construction activities and after the Worker Environmental Awareness Program attendance forms are provided to the Planning Department.

[2] Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers will initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 15 minutes.

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provided to the City and County of San Francisco upon request. The WEAP shall include but not be limited to education on: (a) applicable State and federal laws, environmental regulations, project permit conditions, and penalties for noncompliance; (b) special-status plant and animal species with the potential to be encountered on or in the vicinity of the project site during construction; (c) avoidance measures and a protocol for encountering special-status species, including a communication chain; (d) preconstruction surveys and biological monitoring requirements associated with each phase of work and at specific locations within the project site (e.g., shoreline work), as biological resources and protection measures will vary depending on the location of work on the site, the time of year, and the type of construction activity; (e) known sensitive resource areas in the project vicinity that are to be avoided and/or protected, as well as approved project work areas, access roads, and staging areas; and (f) BMPs (e.g., straw wattles or spill kits) and their locations around the project site for erosion and species exclusion, in addition to general housekeeping requirements. • **Avoid Attracting Predators:** To eliminate attractions for predators, all food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in solid, closed containers (trash cans) and removed from the entire construction site at the end of each working day. • **Avoid Entanglement:** Tightly woven fiber netting or similar material shall be used at the project site for erosion control or other purposes to ensure that individuals are not trapped. This limitation shall be communicated to the contractor through use of special provisions included in the bid solicitation package. Plastic monofilament netting (erosion control matting) or similar material shall not be used at the project site because special-status species may become entangled or trapped in it.				

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Mitigation Measure M-BI-1c: Prepare and Implement a Vegetation Restoration Plan and Compensatory Mitigation • To restore temporarily affected habitat, the project sponsors shall prepare and implement a vegetation restoration plan with detailed specifications for minimizing the introduction of invasive weeds and restoring all temporarily disturbed areas, and shall ensure that the contractor successfully implements the plan. The plan shall indicate the best time of year for seeding to occur. To facilitate preparation of the plan, the project sponsors shall ensure that, before construction, a botanist (experienced in identifying sensitive plant species in the project area) performs additional preconstruction surveys of the areas to collect more detailed vegetation composition data, including species occurrence, vegetation characterization (e.g., tree diameter size), and percent cover of plant species. Photo documentation shall be used to show pre-project conditions. The minimum weed control and restoration measures and the success criteria to be included in the vegetation restoration plan are described below. **Invasive Weed Control Measures** Invasive weeds readily colonize soils that have been disturbed by grading or other mechanical disturbance. The project sponsors shall incorporate the following measures into the construction plans and specifications to prevent the spread of invasive weeds into nearby areas: (a) Construction equipment shall arrive at the project area free of soil, seed, and plant parts to reduce the likelihood of introducing new weed species. (b) Any imported fill material, soil amendments, gravel, etc., required for construction and/or restoration activities that would be placed within the upper 12 inches of the ground surface shall be free of vegetation and plant material. (c) Certified, weed-free, imported erosion-control materials (or rice straw in upland areas) shall be used exclusively, as applicable (this measure concerns biological material and does not preclude the use of silt fences and other measures). (d) The environmental awareness training program for construction personnel shall include an orientation regarding the importance of preventing the spread of invasive weeds. (e) To reduce the seed bank in weed-dominated ruderal areas, the	Project sponsors, qualified botanist (experienced in identifying sensitive plant species in the project area), and USFWS/CDFW, if necessary.	Ongoing during construction.	Planning Department to review and approve a vegetation restoration plan.	Considered complete after the vegetation restoration plan is reviewed and approved by the Planning Department, after permanently affected areas have been mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW, and after a qualified biologist has monitored the re-vegetated areas for a period of 5 years, or as otherwise determined by the applicable resource agencies.

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contractor shall mow, disk, apply spot-applications of herbicide to weeds, and/or remove weeds, as appropriate (i.e., before seed set and dispersal) and before surface clearing and site preparation. (f) Before tracked and heavy construction equipment leaves the project area, any accumulation of plant debris, soil, and mud shall be washed off the equipment or otherwise removed on-site, and air filters shall be blown out. (g) No invasive species shall be used in any restoration seeding. (h) Implementation of these measures during construction and site restoration activities shall be verified and documented by a biological or environmental monitor. **Minimum Restoration Measures** Restoration areas are portions of the project area that would be disturbed during project-related construction activities but would subsequently be restored to their preconstruction conditions, or better. No soil containing plant materials may be used for revegetation to avoid inadvertent introduction of nonnative plant pathogens like phytophthora (*Phytophthora* sp.). To restore temporarily disturbed areas, the project sponsors shall ensure the following: (a) Native coastal scrub and tidal marshland areas shall be reseeded with a native seed mix or replanted with native stock. (b) For any tree to be removed, RPD and BUILD shall ensure that replacement trees are planted within or in the vicinity of the project area as follows: • Trees shall be replaced within the first year after the completion of construction or as soon as possible in an area where construction is completed, during a favorable time of year as determined by an arborist or biologist with experience in restoration. • Selection of replacement sites and installation of replacement plantings shall be supervised by an arborist or biologist with experience in restoration. Irrigation of tree plantings during the initial establishment period shall be provided as deemed necessary by an arborist or biologist with experience in restoration. • An arborist or biologist with experience in restoration shall monitor new plantings at least once a year for 5 years or as otherwise determined by the applicable resource agencies.				

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• Any replacement plantings installed as remediation for failed plantings shall be planted as stipulated here for original plantings, and shall be monitored for 5 years after installation, or as otherwise determined by the applicable resource agencies.				
Minimum Success Criteria				
Unless the applicable resource agencies determine that different but equivalent or more stringent criteria should be applied, the success criteria for restoring temporarily disturbed areas shall be as follows:				
(a) All temporarily disturbed areas shall be restored to approximately their baseline condition. Vegetation cover shall be at least 70 percent of the baseline; that is, absolute cover of the revegetation site shall be no less than 70 percent of the baseline absolute cover of native and naturalized species (i.e., excluding target invasives). Cover in the revegetation site shall contain no more than 10 percent absolute cover of target invasives or no more cover of invasives than the baseline, whichever is greater.				
(b) Vegetation in restoration areas shall be functional, fully established, and self-sustaining as evidenced by successive years of healthy vegetative growth; observed increase in vegetative cover, canopy cover, and/or plant height; and successful flowering, seed set, and/or vegetative reproduction over the 5-year monitoring period.				
(c) Revegetation work shall start within 1 year of construction completion.				
(d) Revegetation shall be monitored at least once a year for 5 years or as otherwise determined by the applicable resource agencies.				
(e) Individual native trees shall have 65 percent survivorship by the fifth monitoring year.				
(f) Restoration areas shall be monitored for target invasive plants quarterly in the first 5 years after replanting. If invasive plants are found during the 5-year monitoring period, they shall be removed as necessary to support meeting the cover and vegetation composition success criteria.				
(g) Monitoring and maintenance shall continue until the minimum success criteria specified in parts (a) through (e) are met, or as otherwise determined by the applicable resource agencies.				
Compensatory Mitigation				
The project sponsors shall fully compensate for permanent losses of developed open water, open water, seasonal wetland, wetland swale, tidal marsh including areas of bare ground and beach, and nonwetland waters				

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(2.11 acres total) as defined in Table 3.1-5. In addition, the project sponsors shall fully compensate the permanent loss of native coastal scrub (0.77 acre). Compensatory mitigation may occur through the creation of habitat on-site at any of the four project site properties, or through purchase of credits at an off-site mitigation bank. Permanently affected areas shall be mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW.				
Mitigation Measure M-BI-1d: Avoid Ridgway's Rail Habitat During the Nesting Season To the extent feasible, the start of construction activities within 700 feet of Heron's Head Park shall be scheduled to avoid the Ridgway's rail nesting season. The nesting season for Ridgway's rail extends from February 1 through August 31. If construction must occur during the Ridgway's rail nesting season, the following measures shall be implemented: (a) A USFWS-approved protocol-level survey for Ridgway's rail (following the June 2015 USFWS Survey Protocol) shall be conducted in Ridgway's rail habitat (Heron's Head Park) within 700 feet of planned construction activities. (b) If Ridgway's rail activity centers are detected, the findings shall be reported to USFWS and project activities occurring within 700 feet of Ridgway's rail activity centers shall be limited to the period from September 1 through January 31, outside of the Ridgway's rail nesting season.	Project sponsors and a qualified wildlife biologist (if necessary).	Ongoing during construction within 700 feet of Heron's Head Park between February 1 and August 31.	USFWS and Planning Department	If construction activities within 700 feet of Heron's Head Park occurs between September 1 and January 31, M-BI-1d shall be considered complete upon review and approval of construction schedule by Planning Department. If construction activities within 700 feet of Heron's Head Park occurs between February 1 and August 3, M-BI-1d shall be considered complete upon reporting the findings of a USFWS-approved protocol-level survey for Ridgway's rail to USFWS prior to the start of construction.

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Mitigation Measure M-BI-1e: Avoid Nests during Bird Nesting Season To the extent feasible, the start of construction activities shall be scheduled to avoid the nesting season. The nesting season for most birds, including most raptors, extends from February 1 through August 31. If construction must occur during the nesting season, the following measures shall be implemented: (a) Preconstruction surveys for nesting birds shall be conducted by a qualified biologist no more than 14 days before the initiation of construction and demolition activities. During these surveys, the qualified biologist shall inspect all potential nesting habitats (e.g., trees, shrubs, grasslands, and buildings) within 300 feet of impact areas for raptor nests and within 100 feet of impact areas for nests of nonraptors. If an active nest (i.e., a nest with eggs or young, or any completed raptor nest attended by adults) is found sufficiently close to work areas to be disturbed by these activities, the qualified biologist shall determine the extent of a disturbance-free buffer zone to be established around the nest until the young are fledged or the nest is otherwise abandoned as determined by a qualified biologist (typically 250 feet for raptors and 50–100 feet for other species), to ensure that no nests of species protected by the Migratory Bird Treaty Act and California Fish and Game Code would be disturbed during project implementation. (b) If construction activities are not initiated until after the start of the nesting season, potential nesting substrate (e.g., bushes, trees, grasses, and other vegetation) that is scheduled to be removed by the project may be removed before the start of the nesting season (e.g., before February 1) to reduce the potential for initiation of nests.	Project sponsors, construction contractor, and a qualified wildlife biologist (with CDFW/ USFWS consultation, if necessary).	Ongoing during construction between February 1 and August 31.	Contractor/wildlife biologist/Planning Department: Contractor to provide detailed construction schedule to Planning Department to confirm affected activities fall outside nesting season or removal of trees and/or structures occurs outside breeding season. If necessary, wildlife biologist to complete a memorandum detailing the survey effort and results and submit the memorandum to the project sponsors and Planning Department staff within 7 days of survey completion and no more than 14 days before the initiation of construction and demolition activities. Planning Department staff to review and approve report.	If construction would occur outside of nesting bird season, M-BI-1e shall be considered complete upon review and approval of construction schedule by Planning Department. If construction would occur during nesting bird season, M-BI-1e shall be considered complete upon review and approval of nesting surveys by Planning Department.

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Hydrology and Water Quality Mitigation Measures				
Mitigation Measure M-HY-1a: Monitor Turbidity during Construction The project sponsors shall require their construction contractor to monitor turbidity associated with construction of the pier and floating dock and removal of piles and old piers. The contractor shall prepare a turbidity monitoring plan, including product information on monitoring equipment, proposed monitoring locations, and procedures to follow if turbidity increases above background levels. The turbidity monitoring plan shall include the following provisions: (1) Before beginning work, the contractor shall monitor turbidity and light levels at the level of the eelgrass, or other as deemed appropriate by the resource agencies if no eelgrass is present, to establish a baseline. The contractor shall also set buoys out to establish background water quality monitoring points upstream and downstream of the site (based on existing currents and tides at the site). The contractor shall monitor turbidity and light at low, middle, and high tides during typical work hours for several days before beginning work. The project sponsor's contract owner's representative will review and approve the background monitoring station locations before monitoring. (2) During removal of the piles, the contractor shall monitor turbidity and light levels no less than daily or as required by the project's or variant's 401 water quality certification issued by the San Francisco Bay RWQCB or other applicable permits, at the same locations as required for baseline monitoring, as well as within the work area. The contractor shall notify the lead inspector or other on-site individual overseeing the contractor immediately when there is an exceedance of the required water quality criteria (turbidity and light levels) that have been established either in the 401 water quality certification or with the San Francisco Bay RWQCB. If the lead inspector or other identified individual determines, in coordination with the environmental compliance manager, that water quality criteria have been exceeded, demolition activities must cease until turbidity is reduced to meet the criteria. In the event an exceedance occurs, a silt curtain or floating debris booms may be deployed to contain suspended materials and prevent their broader dispersal. The deployment of these additional measures shall be contingent on whether conditions (e.g., water depth, substrate materials, wave action) are appropriate, as determined by the lead inspector.	Project sponsors and construction contractor, through coordination with the RWQCB.	Contractor shall monitor turbidity and light levels of the water prior to receiving a grading, demolition, or excavation permit. Other monitoring activities shall be ongoing during construction.	Planning Department or other City agency, in consultation with the RWQCB, to review and approve the turbidity monitoring plan.	Considered complete when the turbidity monitoring plan has been reviewed and approved by the Planning Department and after the end of construction activities.

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Mitigation Measure M-HY-1b: Implement Pile Removal Best Management Practices One of the following two separate procedures shall be utilized to remove piles based on information regarding local sediment conditions: • If there is reason to believe that the sediment is contaminated beyond the typical ambient levels of various in-Bay pollutants other than creosote, which is inferred to be present, the construction contractor shall cut the piling at the mudline. • If there is no reason to believe the sediment is contaminated beyond typical ambient levels, the contractor shall attempt to remove each piling in its entirety by pulling the piling straight out. The decision regarding the method of removal also depends on the condition of the piling. Generally, the construction contractor shall be prohibited from using vibration or a back-and-forth, rocking movement intended to snap the piling because this generally increases turbidity. Moreover: • If, before the contractor attempts to remove an entire piling, visual inspection of the pilings indicates that the pilings lack the necessary integrity to be pulled without splintering, crumbling, or otherwise disintegrating, the contractor shall instead cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. • If, during attempts to use direct pulls on the piling to remove it, the piling breaks at a level higher than 2 feet below the mudline, the contractor shall cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. Because the condition of the piles' structural integrity is not fully nor precisely known, RPD or, for the 700 Innes property, BUILD shall investigate pile integrity after submitting the various permitting documents to the regulatory agencies. A brief memorandum on that investigation (referred to below as the "removal memo") shall be delivered to the agencies to inform them of the pile conditions and the expectation of whether pilings can be removed by pulling without crumbling. The following practices shall be followed during pile removal efforts: • Pilings and other debris may be removed from land or require removal from the water using barge-mounted equipment. For non-land-based removal of piles, the following measures shall be implemented to the extent feasible:	Project sponsors and construction contractor, RWQCB, USACE.	Ongoing during pile removal activities.	Planning Department or other City agency, in consultation with the RWQCB, USACE, or U.S. Coast Guard, to review and approve the methodology for the post-demolition diver survey.	Considered complete after the Planning Department has reviewed and approved the post-demolition diver survey results.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– Removal of the pilings and other debris shall be carried out using an excavator mounted on a shallow-draft barge equipped with both grappling and shearing attachments. Shallow-draft barges generally require at least 5 feet of water above the sea floor or any submerged debris. Depending on specific site conditions and the construction barge chosen, it may be possible to float the barge into position at high tides, let it settle on the intertidal mudflats to continue working at low tides, and then be lifted by the next high tide. – Existing eelgrass or oyster beds shall be avoided. – The barge shall be designed to prohibit sediment or debris from falling back into the water. The work surface on the barge deck shall include a containment basin for piles, concrete, and any mud or sediment removed during pulling. Upon removal from substrate, the piles shall be moved expeditiously from the water into the containment basin. – When depths limit access to barges or sensitive resources are present, piles may be manually cut by divers using a pneumatic or hydraulic saw or shears. – Once the piles are cut, they may be towed out to deeper water to a waiting barge or to a landside staging area for loading and removal. • The holes left after pile removal shall not be actively filled. Attempting to fill the holes would lead to increased sediment disturbance and unnecessary increases in turbidity. It is expected that sediment deposition will rapidly fill in any holes that are left. • The removed piles, as well as any decking or other materials, shall be loaded onto a barge and/or transported back to the contractor's staging area where the concrete shall be separated from the other materials and recycled or disposed of off-site as appropriate at a permitted facility. • Once the removed debris is on land, the pilings and planks shall be cut to 5-foot lengths and dried out before being hauled to a landfill for disposal. • The removed piles shall be placed into containment basins that will collect the water, residual creosote, and other materials that may drain off of them. The collected water will eventually evaporate, and the residual creosote and other materials shall be placed into barrels for disposal at an appropriate Class 2 landfill. • The removal method(s) utilized for each site shall be described in the removal memo.				

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Jetting away the sediments around the piles is prohibited. Where the method selected is expected to generate concrete chips or dust in the water, a special curtain shall be deployed around the individual pile so the contractor may capture any concrete pieces for off-site disposal. • Intentional breaking of timber piles above the mudline is prohibited. • The piles shall not be shaken, hosed off, stripped or scraped off, or left hanging to drip, nor shall any other action be taken with the intent of cleaning or removing adhering material from the pile. • Any sediment accumulated from the pile removal operations shall be assumed to contain creosote and shall be contained and eventually tested and disposed off-site in an appropriate landfill. • Upon completion of demolition and removal of the pilings (and any associated wharfing or decking), the contractor shall perform a post-demolition diver survey in the project area. The survey shall document the quantity and type of pilings stubs above the mudline and the condition of the Bay floor, and shall identify the quantities and types of debris from previous operations and/or from the demolition activities that remain on the Bay floor. • The contractor shall submit the results of the survey to RPD or, for the 700 Innes property, to BUILD for approval, with descriptions of its approach to removal of the piling stubs and debris. RPD (or BUILD) may elect to leave some debris in place if it has established eelgrass growing on it. After this submittal is approved, the contractor can proceed with removal of piling stubs and debris. • Identified piling stubs shall be cut off at 2–3 feet below the mudline if possible. • Bay floor debris including fallen timber piles, steel piping, concrete, and other miscellaneous items shall be removed as they are encountered during demolition activities. • All Bay floor debris within the project limits that is not treated with creosote shall be removed unless such removal would involve disturbing eelgrass. Timber piles that are not shown on the design plans but are encountered during operations shall be removed. Other items not shown on the design plans or mentioned in the specifications, but that are encountered during the contractor's operations, shall be brought to the attention of the lead engineer. The lead engineer shall determine the disposition of the items. • All removed debris shall be transported to the contractor's staging area and recycled or disposed at a permitted landfill facility.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• The contractor owner shall confirm that Bay floor debris has been removed by conducting a post-construction side-scan sonar study. • Existing concrete slabs and concrete debris along the shoreline shall be left in place to avoid destabilizing the embankment. All other timber and metal debris along shoreline shall be removed and disposed. • The following BMPs shall be used to prevent the release of hazardous wastes and minimize creosote release, sediment disturbance, and generation of total suspended solids during demolition operations: – Install a floating surface boom to capture floating surface debris. – Keep all equipment (e.g., bucket, steel cable) out of the water and grip piles above the waterline. – Slowly lift the pile from the sediment and through the water column. – Dispose of all removed timber piles, floating surface debris, sediment spilled on work surfaces, and all containment supplies at a permitted upland disposal site that accepts creosote-treated wood and materials contaminated with creosote. • The following BMPs shall be implemented by the construction contractor for handling creosote-containing materials, spill prevention and containment, erosion and sedimentation prevention, and monitoring requirements: – During demolition activities, a floating boom and skirt shall be deployed around the project site and absorbent booms and pads shall be provided on marine vessels on-site. – Silt fences, straw wattles, and other measures determined appropriate for erosion and sediment control shall be implemented in upland areas. – Waste at the demolition site, such as discarded demolition materials, chemicals, litter, and sanitary waste, shall be properly controlled. – Vessel fueling shall be required at the contractor's staging area or at an approved docking facility. No cross-vessel fueling shall be allowed. Marine vessels generally shall contain petroleum products within tankage that is internal to the hulls of the vessels. All deck equipment shall be equipped with drip pans to contain leaks and spills. All fuels and lubricants aboard the work vessels shall have a double containment system. Chemicals used in the project area and on marine vessels shall be stored using secondary containment.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-HY-1c: Use Clamshell Dredges To reduce resuspension of sediments and impacts on water quality when conducting dredging activities, clamshell dredges shall be used for all dredging activities. Using clamshell dredges causes dredged material to descend rapidly through the water column to the Bay bottom, with only a small amount of sediment remaining suspended, thus resulting in minimal turbidity impacts.	Project sponsors and construction contractor.	Prior to obtaining a grading, excavation, and demolition permit, and ongoing during construction.	Planning Department or other City agency to ensure compliance with this measure prior to approving a grading, excavation, and demolition permit.	Considered complete once the project sponsors and contractor demonstrate to the satisfaction of the Planning Department that Clamshell Dredges will be used.
Hazards and Hazardous Materials Mitigation Measures				
Mitigation Measure M-HZ-2a: Prepare and Implement a Site Mitigation Plan for Areas Above the Mean High-Water Line Before obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line, the project sponsors shall comply with the requirements of San Francisco Health Code Article 22A, by causing a qualified person to prepare and submit a site mitigation plan to DPH for review and approval. The project sponsors shall implement the approved site mitigation plan. At a minimum, the site mitigation plan shall: • Establish appropriate site-specific cleanup targets, to be reviewed and approved by DPH, that are protective of human health and environment based on the proposed future land use(s). At a minimum, these targets shall be eqnal to, or more protective, than the following: – For the India Basin Shoreline Park, 900 Innes, and India Basin Open Space properties: The HHSLs (for land to be used for recreational purposes) or the EHSLs (for land to be used for tidal marsh or wetlands) as established in the draft site mitigation plan (RPD, 2017a). – For the 700 Innes property: San Francisco Bay RWQCB ESLs for residential use. • Delineate the extent of soil and/or groundwater contamination at levels exceeding the plan's cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The site mitigation plan should include figures and drawings showing areas and depths of soil excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A, including:	Project sponsors and construction contractor.	Prior to obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line.	Department of Public Health to review and approve the plans listed in M-HZ-2a.	Considered complete once the final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– Removal of soil and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul. – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. The tracking of dirt by trucks leaving the project site shall be minimized by cleaning the wheels upon exit and cleaning the loading zone and exit area as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil, followed by a cap of clean soil or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan (HASP) to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
regular health and safety meetings, and to the project sponsors. The HASP shall be submitted to DPH at least 2 weeks before the beginning of construction activities. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				
• Require preparation of a deep foundation plan that will specify construction and soil handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment.				
• Require preparation and implementation of required construction-related documents, including odor and noise control measures and a SWPPP.				
• Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction, and that complies with San Francisco Health Code Article 22B. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529.				
• Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Include a commitment to prepare and certify a final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.				
Mitigation Measure M-HZ-2b: Prepare and Implement a Nearshore Sediment and Materials Management Plan for Areas Below the Mean High-Water Line Before obtaining a permit for any work Bayward of the MHW line, the project sponsors and their construction contractors shall prepare and implement a nearshore sediment and materials management plan. The plan shall identify, as appropriate, such measures as sediment excavation, containment, or treatment of the hazardous materials, monitoring and follow-up testing, and procedures for safe handling and transportation of any materials removed from the nearshore. is plan shall be submitted to the relevant permitting agencies for their /iew and approval, before work begins below the MHW line. The plan shall: • Establish appropriate site-specific cleanup targets for nearshore sediment that are protective of tidal marsh habitat. The cleanup targets must be approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency. At a minimum, these targets shall be equal to, or more protective, than the EHSLs established in the draft site mitigation plan (RPD, 2017a). • Delineate the extent of nearshore sediment contamination at levels exceeding the plan's cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The plan should include figures and drawings showing areas and depths of sediment excavation or treatment, waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A of the San Francisco Health Code, including: – Removal of sediments and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul.	Project sponsors and construction contractors.	A nearshore sediment and materials plan shall be prepared prior to obtaining any permit from the City for development activities involving work Bayward of the MHW line.	San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency shall review and approve the nearshore sediment and materials management plan. A licensed industrial hygienist shall review and approve a HASP. BAAQMD shall review and approve an asbestos dust mitigation plan for India Basin Shoreline Park.	Considered complete once the HASP, asbestos dust mitigation plan, and nearshore sediment and materials management plan is reviewed and approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency, and after the final project report documenting implementation of the nearshore sediment and materials management plan and its provisions is reviewed by these agencies.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-removal confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated sediments, followed by a cap of clean sediments or hard surface materials; operation and maintenance protocols for any disturbance of contaminated sediments; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529.				
• Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP.				
• Require preparation of a deep foundation plan that will specify construction and sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying sediments or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment.				
• Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures,. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan.				
• Include a commitment to prepare and certify a final project report documenting implementation of the nearshore sediment and materials management plan and its provisions after completion of site earthwork has been completed and any required mitigating measures have been installed.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-HZ-2c: Prepare and Implement a Remedial Action Plan for the 900 Innes Property Before obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan approved by the San Francisco Bay RWQCB. The RAP must specify the actions that will be implemented to remediate the significant environmental or health and safety risks caused or likely to be caused by the presence of the identified release of hazardous materials in light of project activities. All recommendations of the RAP that affect project design shall be implemented and incorporated into the detailed design of the proposed project or variant. As appropriate and consistent with requirements in San Francisco Health Code Articles 22A and 22B and San Francisco Bay RWQCB standards, the plan and its implementation shall at a minimum: • Establish appropriate site-specific cleanup targets that are protective of human health and the environment, based on the proposed future land use(s). At a minimum, the cleanup targets shall be equal to or more protective than the remedial action goals established in the conceptual RAP (RPD, 2017f). In the conceptual RAP, remedial action goals for upland areas are based on HHSL for recreation use; remedial action goals for offshore sediments are based on a review of COPCs identified at the property, comparative ecological screening values, and published action goals that have been adopted at other nearby tidal restoration projects. • Delineate the extent of soil, sediment, and/or groundwater contamination at levels exceeding the plan's cleanup targets. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The RAP should include figures and drawings showing areas and depths of soil and sediment excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, including: – Removal of soil, sediment, and other materials shall be performed by a licensed engineering contractor with a Class A license and hazardous substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic	Project sponsor of the 900 Innes property and construction contractor.	Prior to obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan.	San Francisco Bay RWQCB shall review and approve the remedial action plan.	Considered complete once the final project report documenting implementation of the remedial action plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
sheeting pending relocation, segregation, or off-haul. – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil/sediment, followed by a cap of clean soil/sediment or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils/sediment; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP. • Require preparation of a deep foundation plan that will specify construction and soil/sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil/sediment or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for respouding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan. • Include a commitment to prepare and certify a final project report documenting implementation of the RAP and its provisions after site earthwork has been completed and any required mitigating measures have been installed.				

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Aesthetics Improvement Measure				
Improvement Measure I-AE-1: Prepare and Implement Construction Staging, Access, and Parking Plan to Reduce Impacts on Visual Character/Quality During Construction. As an improvement measure to further reduce impacts of project construction activities on the visual character/quality of the site, construction documents should require all construction contractors to provide for the cleanliness of construction equipment stored or driven outside of the limits of the construction work area. Construction equipment, including equipment used for staging, should be parked on the project site. Staging areas should be screened from view at street level with solid wood fencing or a green fence for areas under construction for extended periods of time. Before the issuance of building ermits, the project sponsors (through the construction ntractor[s]) should submit a construction staging, access, and rking plan to the San Francisco Department of Building Inspection for review and approval. Construction worker vehicles should not be parked at on-street parking spaces.	Project sponsor and contractor	Before the issuance of building permits and during construction.	Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities have ended.
Transportation and Circulation Improvement Measures				
Improvement Measure I-TR-2V: Reconfigure Southbound Approach at Jeunings Street/Evans Avenue/Middle Point Road under the Variant To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the southbound Jennings Street approach of the Jennings Street/Evans Avenue/Middle Point Road intersection to include a 100-foot left-turn pocket. Adding this turn pocket to the intersection would require that SFMTA restrict parking along the west side of Jennings Street, resulting in the removal of approximately five parking spaces. The project sponsors should fund their fair-share cost of the design and implementation of this improvement. Responsibility for funding the implementation of the improvement measure under the variant would be based on the relative contribution of each of the four project site properties to the increase in traffic volumes at the intersection. At this	SFMTA, in coordination with FivePoint (developer of the Shipyard project)	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-TR-2V	SFMTA	Project sponsor's obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property. FivePoint (developer of the Shipyard project) has committed to signalizing the intersection as part of the Shipyard project, and the improvements described above should be coordinated with this effort. Should the changes required at this location as part of the Shipyard project be completed before a decision to implement the proposed left-turn pocket, the project sponsors would be responsible for funding and implementing the improvement measure.				
Improvement Measure I-TR-6: Implement Queue Abatement Strategies It should be the responsibility of the owner/operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces (excluding loading and carshare spaces) to ensure that recurring vehicle queues do not occur regularly on the public right-of-way. A vehicle queue is defined as one or more vehicles (destined to the parking facility) blocking any portion of any public street, alley, or sidewalk for a consecutive period of three minutes or longer on a daily or weekly basis. If a recurring queue occurs, the owner/operator of the parking facility should employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable). Suggested abatement methods include, but are not limited to, the following: redesign of facility to improve vehicle circulation and/or on-site queue capacity; employment of parking attendants; installation of "LOT FULL" signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of off-site parking facilities or shared parking with nearby uses; use of parking occupancy sensors and signage directing drivers to available spaces; travel demand management strategies such as additional	Property owner/garage operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces, and Planning Department.	On-going through the life of the project.	The owner/operator of the parking garage and the Planning Department.	On-going through the life of the project.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
bicycle parking, customer shuttles, or delivery services; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking. If the Planning Director, or his or her designee, reasonably believes that a recurring queue is present, the Planning Department should notify the property owner in writing. The Property Owner would have no less than 45 days to take reasonable measures to abate the queues. If, after 45 days, the Planning Director, or his or her designee, reasonably believes, upon further examination, that the abatement measures have not been effective, then the Planning Director may suggest additional measures or may request that the owner/operator hire a qualified transportation consultant to evaluate the conditions at the site for no less than 7 days. The consultant would prepare a monitoring report to be submitted to the Planning Department for review. If the Planning Department determines that a recurring queue does exist, the facility owner/operator would have 90 days from the date of the written determination to implement measures to abate the queue.				
Improvement Measure I-TR-7: Implement an Active Loading Management Plan If the project sponsor for the 700 Innes property proposes to provide fewer loading spaces than required under the Special Use District (SUD) for the proposed project or variant, the project sponsor should, at their discretion, develop an Active Loading Management Plan for review and approval by the Planning Department to address operational loading activities. The Active Loading Management Plan would facilitate efficient use of loading spaces and may incorporate the following ongoing actions to address potential ongoing loading issues: • Direct residential and commercial tenants to schedule all move-in and move-out activities and deliveries of large items (e.g., furniture) with the management for their respective building(s). • Direct commercial and retail tenants to schedule deliveries, to the extent feasible. • Reduce illegal stopping of delivery vehicles by directing	Project sponsor for 700 Innes, building operator, Planning Department, and SFMTA.	If implemented, the final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage.	The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward.	If implemented, monitoring of the Final Active Loading Management Plan would be required until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
building lobby attendants and retail tenants to notify any illegally stopped delivery personnel (i.e., in the red zones) that delivery vehicles should be parked in the on-street commercial loading spaces. • Design the loading areas to include sufficient storage space for deliveries to be consolidated for coordinated deliveries internal to project facilities (i.e., retail and residential). • Design the loading areas to allow for unassisted delivery systems (i.e., a range of delivery systems that eliminate the need for human intervention at the receiving end), particularly for use when the receiver site (e.g., retail space) is not in operation. Examples include the receiver site providing a key or electronic fob to loading vehicle operators, which enables the loading vehicle operator to deposit the goods inside the business, or in a secured area that is separated from the business but accessible from a public ROW. A final Active Loading Management Plan and all subsequent revisions, if implemented, would be reviewed and approved by the Planning Department. The Final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage. The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals. The content of the evaluation report would be determined by Planning Department staff, in consultation with SFMTA, and generally may include an assessment of on-site and on-street loading conditions, including actual loading demand, observations of loading operations, and an assessment of how the project meets this improvement measure. The evaluation report would be reviewed by Planning Department staff, who would make the final determination whether there are conflicts associated with loading activities. In the event of such conflicts, the project sponsors may propose modifications to the above Final Active Loading Management				

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Plan requirements to reduce conflicts and improve performance under the Plan (such as hour and day restrictions or restrictions on the number of loading vehicle operations permitted during certain hours). The project sponsors would submit any proposed modifications to the Plan for review and approval by the Planning Department.				
Improvement Measure I-TR-10: Implement Construction Management Strategies As an improvement measure to further reduce impacts of project construction activities, the project sponsors should implement the following measures: • **Prepare a Traffic Control Plan for Construction.** To reduce potential conflicts between construction activities and pedestrians, transit, and automobiles during construction activities, the project sponsors should require that the construction contractor(s) prepare a traffic control plan for major phases of construction (e.g., demolition, construction, or renovation of individual buildings). The project sponsors and their construction contractor(s) should meet with relevant City agencies to coordinate feasible measures to reduce traffic congestion during major construction phases, including temporary relocation of transit stops and other measures to reduce potential traffic and transit disruption and to ensure bicycle and pedestrian safety in the immediate vicinity of the project site. For any work within the public right-of-way, the contractor would be required to comply with SFMTA's Regulations for Working in San Francisco Streets, which establish rules and permit requirements to assure that construction activities are completed safely and with the least possible interference with pedestrians, bicyclists, transit, and vehicular traffic. [The construction time frames of the major phases may overlap with those of other development projects adjacent to the project site. Should overlapping occur, the project sponsors should coordinate with City agencies through the Transportation Advisory Staff Committee and the adjacent developer(s) to minimize the severity of any disruption to adjacent land uses and transportation facilities by overlapping construction-related transportation impacts. The project	Project sponsors and construction contractor.	The traffic control plan(s) would be prepared prior to each major phase of construction. Provisions to require contractors to adopt measures to reduce single-occupant vehicle mode share among construction workers would be included as part of construction contracts. Updates on project construction for nearby residents and adjacent businesses would be conducted on a regular basis via a newsletter and/or website.	SFMTA	Project sponsor's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
sponsors, in conjunction with the adjacent developer(s), could propose a construction traffic control plan that includes measures to reduce potential construction traffic conflicts to the extent feasible and commercially reasonable in light of noise regulations, labor and contract requirements, available daylight hours, and critical-path construction schedules. The plan could include measures such as coordinating material drop-offs and offering collective worker parking and transit to the job site. • **Reduce Single-Occupant-Vehicle Mode Share for Construction Workers.** To minimize parking demand and vehicle-trips by construction workers, the project sponsors should require that the construction contractor include methods in the construction traffic control plan to encourage workers to walk, bicycle, carpool, or use transit to access the project site. • **Provide Project Construction Updates to Adjacent Residents and Businesses.** To minimize construction impacts on access for nearby residences, institutions, and businesses, the project sponsors should provide regular updates on project construction to nearby residents and adjacent businesses via a newsletter and/or website. The updates could describe construction activities, peak construction vehicle activities (e.g., concrete pours), and travel lane closures.				
Improvement Measure I-C-TR-1: Reconfigure Eastbound Approach at Jennings Street/Evans Avenue/Middle Point Road To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under either the proposed project or the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the eastbound Evans Avenue approach of the Jennings Street/Evans Avenue/Middle Point Road intersection from one 100-foot left-turn pocket, one shared through/left lane, and one shared through/right lane to one 100-foot left turn pocket, one through lane, and one shared through/right lane. No additional right-of-way would be required to implement this improvement. The project sponsors should fund their fair-share cost of the design and implementation of this improvement.	SFMTA.	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-C-TR-1.	SFMTA	Project sponsors' obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Responsibility for funding the implementation of this improvement measure would be based on the relative contribution of each of the four properties to the increase in traffic volumes at the intersection. At this location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property.				
This improvement is feasible pending endorsement and subsequent funding commitment from SFMTA.				

EXHIBIT L

Parks and Open Space Plan

EXHIBIT L: PARKS AND OPEN SPACES

07.11.2018

EXHIBIT M

Privately-Owned Community Improvements

GRIFFITH STREET
NEW HUDSON AVENUE
OS1
OS14
PB5
PB6
FAIRFAX LANE
PB4
PB9
SPRING LANE
PB3
PB7
BEACH LANE
OS13
ARELIOUS WALKER DRIVE
NEW HUDSON AVENUE
PB2
OS5
PB8
TP
PB1
EARL STREET
LEGEND
PARCEL BREAK LINE
PARCEL BOUNDARY
PRIVATELY-OWNED PUBLICLY ACCESSIBLE OPEN SPACES
PRIVATELY-OWNED PUBLICLY ACCESSIBLE PARCEL BREAKS
① CHILDCARE FACILITY
② GROCERY STORE
③ COMMUNITY FACILITY / LIBRARY
OS1/PM1: PUBLIC MARKET
OS5/TT: TOWN TRIANGLE
OS13: EARL PATH
OS14: RECYCLED WATER PARCEL
TP: TRANSIT PLAZA
PB1-PB9: PARCEL BREAKS
PRIVATELY-OWNED COMMUNITY IMPROVEMENTS
08.06.2018

Exhibit M-2

Regulations Regarding Access and Maintenance of Certain Privately-Owned Community Improvements

These Regulations Regarding Access and Maintenance of Certain Privately-Owned Community Improvements ("Regulations") shall govern the use, maintenance, and operations of those certain Privately-Owned Community Improvements that are designed as Full Public Access (each, a "Full Public Access Improvement" and collectively, the "Full Public Access Improvements"). The Full Public Access Improvements are the Privately-Owned Public Spaces (as defined in Paragraph 5 of this Exhibit), including the Town Triangle (OS1),Transit Plaza, the publicly accessible portions of OS 14, and Public Market (all as defined in the Phasing Plan and the *India Basin Design Standards and Guidelines*) and those sidewalks, bike paths, and pedestrian paths within the Project Site, including Earl Path and the Parcel Breaks (as defined in the Phasing Plan and the *India Basin Design Standards and Guidelines*), not dedicated to the City.

1. Public Use. Upon completion of the Full Public Access Improvements in accordance with the Development Agreement and the Phasing Plan, Developer or successor Master HOA shall offer the Full Public Access Improvements for the use, enjoyment and benefit of the public for open space and recreational purposes only including, without limitation, leisure, social activities, picnics and barbecues, playgrounds, sports, and authorized special events, as applicable and as set forth in these Regulations: provided, however, that Developer may use the Full Public Access Improvements for temporary construction staging related to adjacent development (during which time the subject Full Public Access Improvement shall not be used by the public) to the extent that such construction is in accordance with this Development Agreement, the Approvals, and any Later Approvals.

2. No Discrimination. Developer shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, gender, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, or acquired immune deficiency syndrome, acquired or perceived, in the use, occupancy, tenure, or enjoyment of the Full Public Access Improvements.

3. Maintenance Standard. The Full Public Access Improvements shall be operated, managed, and maintained in a clean and safe condition in accordance with the anticipated and foreseeable use thereof.

4. Temporary Closure. Developer shall have the right, without obtaining the prior consent of the City or any other person or entity, to temporarily close any or all of the Full Public Access Improvements to the public from time to time for one of the following two reasons. In each instance, such temporary closure shall continue for as long as Developer reasonably deems necessary to address the circumstances below:

a. Emergency. In the event of an emergency or danger to the public health or safety created from whatever cause (including, but not limited to, flood, storm, fire, earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest, unlawful assembly, or loitering), Developer may temporarily close the Full Public Access Improvements (or affected portions thereof) in any manner deemed necessary or desirable to promote public safety, security, and the protection of persons and property; or

b. Maintenance and Repairs. Developer may temporarily close the Full Public Access Improvements (or affected portions thereof) in order to make any repairs or perform any maintenance as Developer, in its reasonable discretion, deems necessary or desirable to repair, maintain, or operate the Full Public Access Improvements; provided such closure may not impede emergency vehicle access.

5. Operation of the Privately Owned Public Spaces. Operation of the Privately Owned Public Spaces (defined below) shall be subject to the additional requirements of this Paragraph. For the purposes of these Regulations, the "Privately Owned Public Spaces" means each of the following Full Public Access Improvements: (1) Town Triangle; and (2) Public Market. Each of the Privately Owned Public Spaces are described in more detail in the Phasing Plan and the *India Basin Design Guidelines and Standards*.

a. Hours of Operation. The Privately Owned Public Spaces shall be open and accessible to the public for a minimum of seven (7) days per week during the daylight hours, unless reduced hours are (i) approved in writing by the City, (ii) otherwise expressly provided for in this Agreement (including, without limitation, Paragraphs 4 and 5(b) of these Regulations), or (iii) reasonably imposed by Developer, with the City's reasonable consent, to address security concerns. No person shall enter, remain, stay, or loiter in the Privately Owned Public Spaces when the Privately Owned Public Spaces are closed to the public, except persons authorized in conjunction with a Special Event or other temporary closure, or authorized service and maintenance personnel. The Transit Plaza will be open twenty (24) four hours per day, seven (7) days per week, except for closures permitted under Paragraph 4 above. The publicly accessible portions of OS 14 will be open during the same hours as the Big Green, except for closures permitted under Paragraph 4 above.

b. Special Events. Developer shall have the right to close temporarily to the public all or portions of a Privately Owned Public Spaces for a period of up to forty-eight (48) consecutive hours in connection with the use of the subject Privately Owned Public Space for a private special event such as fundraisers, picnics, community sponsored events, weddings, and small protests (each, a "Special Event" and collectively, "Special Events"). All Special Events must comply with all applicable laws. Prior to closing any Privately Owned Public Spaces for a Special Event, a notice of the closure shall be posted at all major entrances to the

subject Privately Owned Public Spaces for a period of seventy-two (72) hours prior to the Special Event. Developer may require payment of a permit fee or other charge for use of the Privately Owned Public Spaces for Special Events. Developer shall not schedule more than two (2) Full Closure Special Events per Privately Owned Public Space per month throughout the year, if such Special Event requires closure of more than forty (40) percent the entire Privately Owned Public Space. Developer shall not schedule more than five (5) Partial Closure Special Events per Privately Owned Public Space per month throughout the year, if such Partial Closure Special Events per Privately Owned Public Space per month throughout the year, if such Partial Closure Special Event requires the closure of up to forty (40) percent of the area of the Privately Owned Public Space or less. Developer shall have the right to exceed these numbers with the City's consent, not to be unreasonably withheld.

c. Public Events.

i. Members of the public or other entities sponsoring public events ("Event Sponsors") shall have the right to request the use of the Privately Owned Public Spaces for privately- or publicly-sponsored special events, including meetings, receptions, seminars, lectures, concerts, art displays, exhibits, demonstrations, marches, conventions, parades, gatherings, and assemblies, that do not require the closure of the Privately Owned Public Spaces to the public (collectively, "Public Events"). All Public Events must be approved in advance by Developer and are subject to any required approvals or permits from applicable City Agencies with jurisdiction over the Public Event. It shall be the sole responsibility of the requesting member of the public to obtain any such required permits or approvals. Developer may require payment in the form of a permit fee or other charge for use of the Privately Owned Public Spaces for Public Events, so long as the permit fee and/or use charge do not exceed the reasonable costs for administration, maintenance, security, liability, and repairs associated with such event. Developer shall post via the web a clear explanation of the application process and criteria for review and approval of such Public Events and send copies of such criteria and application forms to the Planning Director for the purpose of each Department publishing such criteria and application forms if they so choose.

ii. Good Neighbor Policies. Event Sponsors shall manage the Privately Owned Public Spaces in accordance with the following good neighbor policies during the times of use: the quiet, safety, and cleanliness of the space and its adjacent area shall be maintained in accordance with these Regulations; proper and adequate storage and disposal of debris and garbage shall be provided; noise and odors, unless otherwise permitted, shall be contained within immediate area of the Privately Owned Public

Spaces so as not to be a nuisance to neighbors; notices shall be prominently displayed during events that urge patrons to leave the Privately Owned Public Spaces premises and neighborhood in a quiet, peaceful, and orderly fashion and to please not litter or block driveways in the neighborhood (such notices shall be removed promptly after each event); and the Event Sponsors or its employees or volunteers shall walk a 100-foot radius from the Privately Owned Public Spaces sometime within thirty (30) minutes after the event and shall pick up and dispose of any discarded beverage containers and other trash left by patrons.

d. Signs. Developer shall post signs at the major public entrances to the Full Public Access Improvements (excluding sidewalks, bike paths, and pedestrian paths), that each a is privately-owned public open space ("POPOS") in accordance with all laws and signage requirements clearly indicating the public right to use the space in accordance with these Regulations, setting forth the applicable regulations imposed by these Regulations, hours of operation, and a telephone number to call regarding security, management or other inquiries.

6. Permissive Use. Developer may post at each entrance to the Full Public Access Improvements, or at intervals of not more than 200 feet along the boundary, signs reading substantially as follows: "Right to pass by permission, and subject to control of owner: Section 1008, Civil Code." Notwithstanding the posting of any such sign, no use by the public nor any person of any portion of the Full Public Access Improvements for any purpose or period of time shall be construed, interpreted, or deemed to create any rights or interests to or in the Full Public Access Improvements other than the rights and interests expressly granted in this Development Agreement. The right of the public or any person to make any use whatsoever of the Full Public Access Improvements or any portion thereof is not meant to be an implied dedication for the benefit of, or to create any rights or interests in, any third parties.

7. Arrest or Removal of Persons. Developer shall have the right (but not the obligation) to use lawful means to effect the removal of any person or persons who creates a public nuisance, who otherwise violates the applicable rules and regulations, or who commits any crime including, without limitation, infractions or misdemeanors in or around the Full Public Access Improvements.

8. Project Security During Period of Non-Access. Developer shall have the right to block entrances to install and operate security devices and to maintain security personnel in and around the Full Public Access Improvements to prevent the entry of persons or vehicles during the time periods when public access to the Full Public Access Improvements or any portion thereof is restricted or not permitted pursuant to this Development Agreement. Developer's proposal to install permanent architectural features that serve as security devices such as gates and fences shall be subject to design review as detailed in the Development Agreement and the Project SUD (including SFFD, as appropriate).

9. Removal of Obstructions. Developer shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object or thing left or deposited on the Full Public Access Improvements deemed to be an obstruction, interference, or restriction of use of the Full Public Access Improvements for the purposes set forth in this Agreement, including, but not limited to, personal belongings or equipment abandoned in the Full Public Access Improvements during hours when public access is not allowed pursuant to these Regulations.

10. Temporary Structures. Subject to Developer's right to use the Full Public Access Improvements for temporary construction staging related to adjacent development as set forth in Paragraph 1 of this Exhibit, no trailer, tent, shack, or other outbuilding, or structure of a temporary character, shall be used on any portion of the Full Public Access Improvements at any time, either temporarily or permanently; provided, however, that Developer may approve the use of temporary tents, booths, and other structures in connection with Public Events or Special Events.

EXHIBIT N

Phasing Plan and Phasing Diagram

INDIA BASIN PHASING PLAN

1. PHASING GENERALLY

1.1 Generally. The purpose of this Phasing Plan is to ensure that Developer delivers the Associated Community Benefits proportionately with the development of market-rate housing and commercial-office uses taking into account the Project as a whole. As such, subject to any modifications to this Phasing Plan approved in accordance with Section 3.2.5 and 3.2.6 of the Development Agreement, (1) affordable housing must be delivered with certain levels of development in accordance with the Housing Plan; (2) transportation and transit improvements must be delivered as set forth in the Transportation Plan; (3) Infrastructure, including access and utilities (including storm water controls) necessary to accommodate development of a particular Development Phase or development blocks within a Phase will be provided in accordance with Section 3 below, as finally determined by the City in connection with a Development Phase Approval for each applicable Development Phase; (3) Privately-Owned Community Improvements will be provided with a particular residential or commercial building block or project building within a Development Phase as described in Section 3 below; and (4) Parks and Open Spaces must be delivered in connection with certain levels of development within a Development Phase as described in Section 3 below. This Phasing Plan is focused on development phasing, and does not override or supersede any of the specific requirements of the Plan Documents, including the Infrastructure Plan, or the Mitigation Measures.

1.2 Development Phases. The attached Phasing Diagram identifies the following three Development Phases:

- Hillside
- Flats
- Cove

As provided in Section 3.2.1 of the Development Agreement, Developer may develop the Development Phases in such order and time as determined by Developer in the exercise of its sole and subjective business judgment, but subject to the requirements of the Development Agreement with respect to Associated Community Benefits.

2. AFFORDABLE HOUSING

Affordable housing will be delivered alongside market rate housing, in accordance with the terms and conditions of the Housing Plan.

3. INFRASTRUCTURE, PRIVATELY-OWNED COMMUNITY IMPROVEMENTS AND PARKS AND OPEN SPACE BY DEVELOPMENT PHASE

3.1 HILLSIDE

3.1.1 Infrastructure. Improvement plans submitted to the City for development of Hillside must include the following elements:

(a) Streets and Transportation. Hillside includes construction of Arelious Walker (from Innes to New Hudson), New Hudson (from Arelious Walker to Earl Street) and Earl Street (from New Hudson to Innes Avenue) and all associated Infrastructure, as further described below. Construction of this portion of New Hudson Avenue will include installation of the two-way separated cycle track. This Development Phase includes construction of all improvements to the intersection at Innes and Arelious Walker Streets, including crosswalks, sidewalks, installation of traffic signals and striping of a left turn lane. It will also include construction of all intersection improvements at Earl and Innes Streets.

(b) Utilities. Hillside will include storm drain (SD), domestic water (DW), non-potable water (NPW) and joint trench (JT) facilities, including a sanitary sewer (SS) main collecting in Arelious Walker Drive and connecting to the pump station constructed as part of the Decentralized Non-Potable Water Reuse System (DNWRS; shown as OS14 on the Phasing Diagram[1]). The DNWRS and pump station analyses are included in the India Basin Sanitary Sewer System Master Utility Plan and Storm Drain System Master Utility Plan set forth in the Infrastructure Plan. Hillside will also include a SS force main connecting Infrastructure in the Big Green to the combined sewer main in Innes Avenue. Water mains, storm drain lines, and joint trench facilities constructed in this Development Phase will connect to the existing infrastructure in Innes Avenue. The SD mains in New Hudson Avenue and Arelious Walker Drive will drain to Infrastructure in the Big Green for treatment and outfall to the Bay. The existing utilities in Earl Street will stay functioning to serve the existing buildings.

3.1.2 Privately-Owned Community Improvements.

(a) Scope of Improvements. Hillside will include the following Privately-Owned Community Improvements.

(i) Parcel Break 1 (PB1);

(ii) Parcel Break 2 (PB2); and

(iii) Transit Plaza (TP).

[1] All references to Parcels, Parcel Breaks (PB), Open Spaces (OS) and Transit Plaza (TP) in this Exhibit are as shown in the Phasing Diagram.

(b) Implementation and Schedule of Performance.

(i) Developer must include the portion of Parcel Break 1 and Parcel Break 2 that lies within each Parcel (i.e. Parcel H1, H2 or H3) within Hillside on the tentative subdivision map that includes that Parcel.

(ii) Developer must include the Transit Plaza on the tentative subdivision map that includes Parcel H1.

(iii) Conditions of approval on each tentative map for Parcel H1, H2 and H3, as applicable, will require the recordation of CC&Rs before the issuance of the first temporary certificate of occupancy ("**TCO**") for a building constructed on Parcel H1, H2, or H3, allowing the public to use the Transit Plaza, and the portion of Parcel Break 1 and Parcel Break 2 that lies within the applicable Parcel, subject to customary and reasonable rules and regulations for the life of the Project. Responsibility for Parcel Break 1 and 2 may be allocated in its entirety to the HOAs for either adjacent Parcel as set forth in the first CC&Rs recorded, or such responsibility may be shared among the two Parcels. Responsibility for the Transit Plaza will remain with the H1 Parcel.

(iv) Developer must complete the Hillside Privately-Owned Community Improvements in accordance with the following schedule:

(1) Developer must substantially complete the portion of Parcel Break 1 and Parcel Break 2 that lies within each Parcel (i.e. Parcels H1, H2 and H3) as a condition to the City's issuance of the first TCO for a building constructed on that Parcel that abuts the Parcel Break.

(2) Developer must substantially complete Transit Plaza as a condition to the City's issuance of the TCO for the closest adjacent building to be constructed on Parcel H1.

3.1.3 Parks and Open Space

(a) Scope of Improvements. Hillside will include the following Parks and Open Spaces:

(i) Public Market (OS1);

(ii) Central Big Green (POS2); and

(iii) Recycled Water Parcel (OS14).

(b) Schedule of Performance.

(i) Developer must substantially compete the Central Big Green (POS2) and Recycled Water Parcel (OS14) as a condition to the City's issuance of a TCO for the dwelling unit that represents 50% of the dwelling units in Hillside.

(ii) Developer must substantially complete the Public Market (OS1) as a condition to the City's issuance of a TCO for the dwelling unit that represents 75% of the dwelling units in Hillside.

(c) Remedies.

(i) If Developer fails to substantially complete the applicable Parks and Open Space within the time required under Section 3.1.3(b) above, the City may withhold TCOs or Later Approvals within the Hillside Development Phase unless Developer (i) has completed at least 75% of the applicable Parks and Open Space and (ii) provides the City with a letter of credit or other equivalent security reasonably approved by the RPD Director in consultation with the City Attorney in an amount equal to 125% of the estimated cost to complete the applicable Parks and Open Space. At no point will TCOs or Later Approvals within Hillside Development Phase the be issued if the applicable Parks and Open Space have not been at least 50% completed, but Developer and the City may meet and confer regarding a lower percentage of Completion of the applicable Parks and Open Space if Developer provides a corresponding increase in the amount of security acceptable to the City in its sole discretion. In City's consideration of a lower percentage of completion and required security, City shall take into account conditions and circumstances that may have affected the Phase that are beyond Developer's reasonable control (other than failure to obtain financing or have adequate funds, increases in costs, changes in market conditions, or the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for a permit).

3.2 FLATS

3.2.1 Infrastructure. Improvement plans submitted to the City for development of Flats must include the following elements:

(a) Streets and Transportation. Flats includes construction of the Shared Public Ways (i.e., Spring Lane, Fairfax Lane, and Beach Lane).

(b) Utilities. The Shared Public Ways in the Flats will have SD, SS, DW, NPW, and JT installed in accordance with the Infrastructure Plan. Domestic and non-potable water mains as well as JT facilities will connect to the Infrastructure already in place in New Hudson Avenue. The SD main on Beach Lane connects to a SD line on Perched Beach and eventually to Outfall Z draining to the Bay. The SD main in Spring Lane will connect to an SD line in the Big Green which drains to the Bay through Outfall Y.

3.2.2 Privately-Owned Community Improvements.

(a) Scope of Improvements. The Flats will include the following Publicly-Owned Community Improvements.

(i) The Town Triangle (shown on the Phasing Diagram as OS5).

(ii) Parcel Break 4 (shown on the Phasing Diagram as PB4).

(iii) Parcel Break 5 (shown on the Phasing Diagram as PB5).

(iv) Parcel Break 6 (shown on the Phasing Diagram as PB6).

(v) Parcel Break 7 (shown on the Phasing Diagram as PB7).

(vi) Parcel Break 8 (shown on the Phasing Diagram as PB9).

(vii) Parcel Break 9 (shown on the Phasing Diagram as PB9).

(viii) Earl Path (shown on the Phasing Diagram as OS13)

(b) Implementation and Schedule of Performance.

(i) Developer must include the Town Triangle on the first tentative subdivision map to be submitted that includes Parcel F1.

(ii) Developer must include the applicable Parcel Break on the first tentative subdivision map that includes a development parcel that abuts such Parcel Break.

(iii) Developer must include Earl Path (OS13) on the first tentative subdivision map submitted that includes either Parcel F6 or Parcel F8.

(iv) Conditions of approval on each tentative subdivision map will require the recordation of CC&Rs before the issuance of the first TCO for a building constructed on a development parcel within the Flats, allowing the public to use the applicable portion of the Parcel Break, Town Triangle and Earl Path (as applicable) within the boundaries of such development parcel, subject to customary and reasonable rules and regulations, for the life of the Project. Responsibility for each Parcel Break may be allocated in its entirety to the HOAs for any adjacent Parcel as set forth in the first CC&Rs recorded, or such responsibility may be shared among the applicable Parcels. Maintenance of the Town Triangle and Earl Path will be funded with CFD Proceeds in accordance with the Financing Plan.

(v) Developer must complete the Flats Privately-Owned Community Improvements in accordance with the following schedule:

(1) Developer must substantially complete each Parcel Break located within a development parcel as a condition to the City's issuance of

the first TCO for a building constructed within that development parcel that abuts the Parcel Break.

(2) Developer must substantially complete the Town Triangle as a condition to the City's issuance of the first TCO for a building constructed on Parcel F1 that abuts the Town Triangle.

(3) Developer must substantially complete Earl Path before the issuance of the TCO for the final building on either Parcel F6 or F8, whichever comes last.

3.2.3 Parks and Open Space

(a) Scope of Improvements. Flats will include the following Parks and Open Spaces:

(i) East Shoreline (POS3).

(b) Schedule of Performance.

(i) Developer must substantially compete the East Shoreline (POS3) as a condition to the City's issuance of a TCO for the dwelling unit that represents 75% of the dwelling units in the Flats.

(c) Remedies.

(i) If Developer fails to substantially complete the East Shoreline within the time required under Section 3.2.3(b) above, the City may withhold TCOs or Later Approvals within the Flats Development Phase unless Developer (i) has completed at least 75% of the East Shoreline and (ii) provides the City with a letter of credit or other equivalent security reasonably approved by the RPD Director in consultation with the City Attorney in an amount equal to 125% of the estimated cost to complete the East Shoreline. At no point will TCOs or Later Approvals within the Flats Development Phase be issued if the East Shoreline has not been at least 50% completed, but Developer and the City may meet and confer regarding a lower percentage of Completion of the East Shoreline if Developer provides a corresponding increase in the amount of security acceptable to the City in its sole discretion. In City's consideration of a lower percentage of completion and required security, City shall take into account conditions and circumstances that may have affected the Phase that are beyond Developer's reasonable control (other than failure to obtain financing or have adequate funds, increases in costs, changes in market conditions, or the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for a permit).

3.3 **COVE**

3.3.1 Infrastructure. Improvement plans submitted to the City for development of Cove must include the following elements:

(a) Streets and Transportation. Cove will include the street construction of New Hudson Avenue (from Griffith Street to Arelious Walker) and Griffith Street, as well as street improvements along Innes. The construction of New Hudson Avenue will include the two-way separated cycle track and the connection point at the foot of Griffith Street to the Bay Trial and the bike facilities through 900 Innes. The intersection improvements at Griffith Street and Innes will also be constructed during this Development Phase.

(b) Utilities. Cove includes SD, SS, DW, NPW, and JT facilities in New Hudson Avenue, connecting to the already in place utility lines in Arelious Walker Drive. The Infrastructure in Cove includes a SS line connecting the main in New Hudson Avenue to the Infrastructure in place for the DNWRS facility in the Big Green. It will also include a SD line connecting the SD main in New Hudson Avenue to Outfall Y, and a separate SD force main connecting to a treatment area constructed in the Big Green.

3.3.2 Privately-Owned Community Improvements.

(a) Scope of Improvements.

(i) Parcel Break 3 (shown on the Phasing Diagram as PB3).

(ii) The Grocery Store, as described below.

(iii) Child Care Facility, as described below.

(b) Implementation and Schedule of Performance.

(i) Parcel Break 3. Developer must include Parcel Break 3 on a tentative subdivision map submitted that includes either Parcel C1 or Parcel C2. The tentative subdivision map that includes either Parcel C1 or Parcel C2 will require the recordation of CC&Rs before the issuance of the first TCO for a building constructed on either Parcel C1 or Parcel C2, requiring the applicable owner's association to allow the public to use Parcel Break 3, subject to customary and reasonable rules and regulations, for the life of the Project. Responsibility for Parcel Break 3 may be allocated in its entirety to the HOAs for either Parcel C1 or Parcel C2 as set forth in the first CC&Rs recorded, or such responsibility may be shared among the Parcels. Developer must substantially complete Parcel Break 3 as a condition to the City's issuance of the first TCO for a building constructed on Parcel C1 or Parcel C2 that abuts the Parcel Break.

(ii) Grocery Store. As a condition to the City's issuance of a site permit for the first building to be constructed within Cove, Developer will make commercially reasonable efforts to secure a grocery store tenant with a minimum footprint of 10,000 square feet for the applicable building (which size may be decreased with Planning Director approval if another grocery store opens in the vicinity or Developer demonstrates the market need for smaller space) in accordance with the requirements of this Section (the "**Grocery Store**"). Developer will satisfy this obligation if it constructs a building or commercial unit within such building that is adequate to accommodate the

Grocery Store that devotes a majority of its usable square footage to selling food staples and fresh dairy products, meat and produce. For purposes of attracting a Grocery Store, "commercially reasonable efforts" means a targeted marketing program, which may be through established retail brokers, reasonably designed to attract a grocery store tenant at then-prevailing market rents for suitable retail space constructed within the applicable building. If Developer fails to enter into a Grocery Store lease after a continuous marketing period of not less than 24 months (starting at least 12 months before issuance of a TCO for the applicable space), Developer will submit a report to the Planning Director, detailing its commercially reasonable efforts, and thereafter, upon the Planning Director's confirmation that good faith effort was made as required, Developer may enter into a lease for a different use. Nothing in the foregoing prevents Developer from allowing pop-up temporary uses of the space, consistent with zoning, while it markets the space for a Grocery Store.

(iii) Child Care Facility. As a condition to the City's issuance of the first site permit for a building within Cove, Developer will record a Restrictive Covenant against one of the development parcels (chosen by Developer in its sole discretion) that will require the applicable developer of the parcel to provide "cold shell" space for a childcare facility within any building constructed on the Parcel meeting the requirements of this Section. The child care facility must be at least 3,000 square feet of interior space, with sufficient protected outdoor space to meet the requirements of California law, to serve a minimum of 40 children and be available for lease to a licensed nonprofit operator without charge for rent, utilities, property taxes, building services, repairs or any other charges of any nature, as evidenced by a lease and an operating agreement between the sponsor and the provider with minimum terms of three years. Thereafter, the childcare facility must be available to a licensed nonprofit operator for an additional period of five years, at a cost not to exceed actual operating and tenant improvement costs reasonably allocated to similar facilities in similar buildings, amortized over the remaining term of the lease.

3.3.3 Parks and Open Space

(a) Scope of Improvements. Cove will include the following Parks and Open Spaces:

(i) North Shoreline (POS4).

(b) Schedule of Performance.

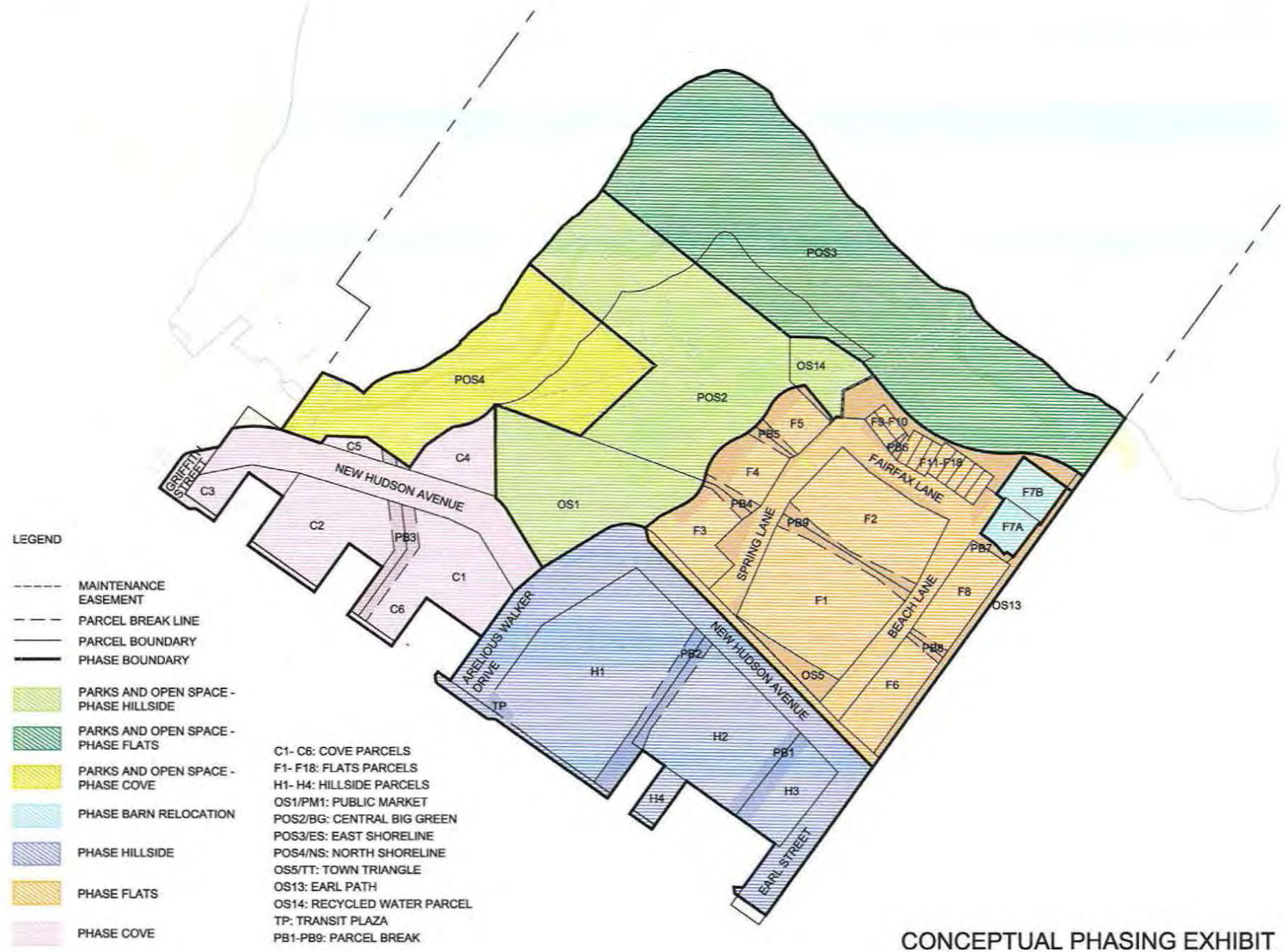
(i) Developer must substantially compete the North Shoreline (POS4) as a condition to the City's issuance of a TCO for the dwelling unit that represents 75% of the dwelling units in the Cove.

(c) Remedies.

(i) If Developer fails to substantially complete the North Shoreline within the time required under Section 3.3.3(b) above, the City may withhold TCOs or Later Approvals within the Cove Development Phase unless Developer (i) has completed at least 75% of the North Shoreline and (ii) provides the City with a letter of

credit or other equivalent security reasonably approved by the RPD Director in consultation with the City Attorney in an amount equal to 125% of the estimated cost to complete the East Shoreline. At no point will TCOs or Later Approvals within the Cove Development Phase be issued if the North Shoreline has not been at least 50% completed, but Developer and the City may meet and confer regarding a lower percentage of completion of the North Shoreline if Developer provides a corresponding increase in the amount of security acceptable to the City in its sole discretion. In City's consideration of a lower percentage of completion and required security, City shall take into account conditions and circumstances that may have affected the Phase that are beyond Developer's reasonable control (other than failure to obtain financing or have adequate funds, increases in costs, changes in market conditions, or the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for a permit).

3.4 Option for Commercial Space. Developer grants to City an option to lease approximately 5,000 square feet of ground floor community facility space within a completed building in the Flats or the Cove. In the Development Phase Application for the applicable Phase, Developer will identify the building where the option lease space will be located. If City wishes to exercise the option, City will notify Developer in the Development Phase Approval, and the Parties will negotiate a letter of intent for the proposed lease. The lease will, at a minimum, provide for fair market rent for a term of not less than ten (10) years and otherwise on commercially reasonable terms. Following the letter of intent, the parties will negotiate the commercial lease in good faith, consistent with the letter of intent, as soon as possible but in any event before the completion of the applicable building. If the parties are not able to agree on the fair market rent, they will submit the matter to baseball arbitration with qualified MAI appraisers with experience valuing commercial real estate in San Francisco for not less than 10 years. The lease will be subject to Board of Supervisor's approval and annual certification by the Controller that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.



CONCEPTUAL PHASING EXHIBIT

EXHIBIT O

Map of Public Improvements

GRIFFITH STREET
NEW HUDSON AVENUE
ARELOUIS WALKER DRIVE
NEW HUDSON AVENUE
SPRING LANE
FAIRFAX LANE
BEACH LANE
EARL STREET
PUBLIC IMPROVEMENTS
RPD PARKS AND OPEN SPACE
STREETS, SIDEWALKS, BIKE PATHS, AND BULBOUTS
PRIVATELY OWNED, PUBLICLY ACCESSIBLE OPEN SPACE
INNES AVENUE IMPROVEMENTS

EXHIBIT P

Public Trust Exchange Agreement

City Comments DRAFT 8-2-18

Recorded at the Request of and When Recorded Mail to:

Andrew Kershen
Legal Department
California State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, California 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS:
Document entitled to free
Recordation Pursuant to
Government Code Section 27383
NO TAX DUE

[Space Above for Recorder's Use]

SLC File No.: _____
APNs: _____

PUBLIC TRUST EXCHANGE AND TITLE SETTLEMENT AGREEMENT FOR INDIA BASIN

This LAND EXCHANGE AND TITLE SETTLEMENT AGREEMENT FOR INDIA BASIN ("**Agreement**") is dated for reference as of _____, 2018. The parties to the Agreement are the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION ("**Commission**"), the CITY AND COUNTY OF SAN FRANCISCO, a charter City ("**City**"), and _____ LLC, a _____ limited liability company ("**Developer**"), pursuant to Section 5 of Chapter 310 of the Statutes of 1987 ("**Chapter 310**").

RECITALS

A. This Agreement concerns approximately 29 acres of land situated within and adjacent to the area commonly known as India Basin ("**Project Area**"), as more particularly shown on Exhibit A attached hereto. The Project Area consists in part of uplands, and in part of former tide and submerged lands (collectively "**tidelands**") that have been filled and reclaimed.

B. This Agreement authorizes an exchange of lands that will impress or confirm the public trust on certain lands within the Project Area ("**Trust Addition Lands**"), described in Exhibit B (Legal Description and Illustrative Plat of Trust Addition Lands), and will terminate any public trust interest in certain other lands within the Project Area ("**Trust Termination Lands**"), described in Exhibit C (Legal Description and Plat of Trust Termination Lands). The Trust Addition Lands and Trust Termination Lands are referred to together as the "**Exchange Lands**."

C. Upon its admission to the Union on September 9, 1850, the State of California ("**State**"), by virtue of its sovereignty, received all right, title, and interest in the tidelands within

its boundaries up to the ordinary high water mark, subject to the public trust for commerce, navigation and fisheries ("**Public Trust**").

D. Most of the former and current tidelands within the Project Area were granted by the State into private ownership in the 1800s. Chapter 325 of the Statutes of 1863 authorized the Commissioners of Swamp and Overflowed Lands to sell certain State-owned lands waterward of Hunters Point, including a portion of the Project Area, to the South San Francisco Homestead and Railroad Association ("**SSF Homestead**"). Chapter 543 of the Statutes of 1868 authorized the Board of Tide Land Commissioners ("**BTLC**") to auction into private ownership additional State-owned tidelands in the southern portion of the City, including portions of the Project Area, but reserving to the State certain mapped streets and other areas reserved for public purposes. Developer's title to certain former tidelands within the Project Area derives from grants of those lands by State into private ownership pursuant to these early statutes and from the conveyance by the City of portions of vacated streets as described in Recital F below. Developer also owns certain historic uplands within the Project Area. The lands owned by Developer (or to be acquired by Developer prior to closing) within the Project Area that will be included in the Exchange Lands are described and depicted for illustrative purposes in Exhibit D ("**Developer-Owned Exchange Lands**"). As shown on Exhibit D, the Developer-Owned Exchange Lands include (1) lands currently owned by Developer, (2) any portions of Hudson Avenue, Arelious Walker Drive, and Earl Street that have been vacated by the City and conveyed to Developer as of the date of the initial closing of the trust exchange contemplated under this Agreement (the "**Street Vacation Parcels**") and (3) a parcel that Developer may acquire in the future under an existing Option to Purchase (the "**Wintersteen Option Parcel**"). Because conveyances to Developer of the Wintersteen Option Parcel may occur after the initial closing of the trust exchange contemplated under this Agreement, this Agreement allows for a subsequent closing that will terminate the trust on the Wintersteen Option Parcel when acquired by Developer.

E. Pursuant to Chapter 1333 of the Statutes of 1968 (as amended, "**Burton Act**"), the State granted to the City the State's sovereign right, title and interest in certain tidelands within the boundaries of the City, to be held in trust for purposes of commerce, navigation, and fisheries and subject to the terms and conditions specified in the Burton Act ("**Burton Act Trust**"). The Burton Act Trust and the Public Trust are collectively referred to herein as the "**Trust**." As required by the Burton Act, the granted lands are under the administration and control of the City acting by and through the San Francisco Port Commission ("**Port**"). The granted lands held by the Port include certain paper streets within the Project Area mapped by the BTLC.

F. In 1986, in exchange for the City's vacation and conveyance to Developer's predecessor of certain public rights-of-way within the Project Area, the City acquired approximately 10 acres of privately owned lands within the Project Area for streets and a shoreline park. The park lands acquired by the City consist of lands previously granted into private ownership under Chapter 543 of the Statutes of 1868 and comprise the India Basin Open Space. These park lands are under the jurisdiction of the City acting by and through the San Francisco Recreation and Park Commission ("**RecPark**"). The streets owned by the City (other than the Burton Act streets) are managed by San Francisco Public Works ("**SFPW**").

G. The historic conveyances of the State's tidelands into private ownership and the partial reclamation of those lands has created substantial uncertainty as to the present configuration of Trust lands within the Project Area. The Trust status of the lands originally conveyed to SSF Homestead, and of the lands conveyed by the BTLC that were never filled and reclaimed, is in dispute. In addition, the lands conveyed by the BTLC that have been filled and reclaimed, including much of the present waterfront, are free of the Trust by application of the decision of the California Supreme Court in *City of Berkeley v. Superior Court* (1980) 26 Cal. 3d 515. As a result, within the Project Area, large portions of the shoreline are free of the Trust or have disputed Trust status, and the majority of the submerged lands are in private ownership with disputed Trust status. The Trust lands held by the Port consist primarily of paper street fragments within the India Basin Open Space and are separated by non-trust blocks. The SSF Homestead lands are mostly cut off from the water and are not useful for Trust purposes, but cannot be developed without resolution of Trust title issues.

H. Developer has proposed a development plan for the Project Area (**"Project"**) that includes contributing private land to substantially expand India Basin Open Space into a major waterfront park (**"India Basin Park"**), with connections to India Basin Shoreline Park and the historic Shipwright's Cottage to the north, and to the future Northside Park in the former Hunters Point Shipyard to the south. The Project requires the Developer to construct a network of new and improved parks and open spaces within the Project Area that will draw visitors to the immediately adjacent waterfront. The Project would also extend the Blue Greenway portion of the San Francisco Bay Trail, which connects China Basin to Candlestick Point, to include pedestrian and bicycle connections to and along the shoreline. Outside of India Basin Park, the Project would include development of a mixed-use project that would allow for residential, commercial, institutional, and recreational and art uses, and include space for a new childcare facility, grocery store, and community center. The Project will provide protections against sea level rise and fund the ongoing maintenance of the India Basin Park, 900 Innes, and India Basin Shoreline Park in perpetuity through a Community Facilities District (CFD). The City has approved a development agreement for the Project (**"Development Agreement"**), authorizing development of the Project and related conveyances of land that will require implementation of the exchange authorized herein.

I. Chapter 310 authorizes the City, subject to Commission approval, to exchange City property subject to the Trust for property not subject to the Trust if the City and the Commission determine that the land to be exchanged out of the Trust: (1) has been filled and reclaimed; (2) is cut off from access to the waters of the Bay; (3) represents a relatively small portion of the granted tide and submerged lands; (4) is no longer needed or required for the promotion of the Trust; and (5) can be removed from the Trust without causing any substantial interference with Trust uses and purposes. In addition, the land to be exchanged into the Trust must have an economic value equal to or greater than the economic value of land to be exchanged out of the Trust. This Agreement sets forth the procedures for and the terms of an exchange pursuant to Chapter 310. The findings made in support of this Agreement are in accordance with Chapter 310.

J. The land exchange and title settlement described in this Agreement is needed to confirm the State's sovereign interest in certain lands subject to the Trust; to confirm or impress the Trust on the lands of greatest value to the Trust in the Project Area; to confirm as non-Trust,

or terminate the Trust in, areas that are of little value to the Trust, thereby making development of those areas economically feasible; and to allow the Project Area to be used to the greatest benefit of the people of this State.

K. The exchange will place or confirm in the Trust most of the shoreline lands comprising India Basin Park (approximately __ acres), and will terminate the Trust in approximately __ acres of former tidelands within the Project Area that have been filled and reclaimed, are cut off from access to the waterfront, and are no longer needed for Trust purposes. None of the Trust Termination Lands are lands granted to the City by the State. All of the Trust Termination Lands are lands previously conveyed by the State to private parties, some of which were later acquired by the City. The Parties dispute the trust status of the Trust Termination Lands and the Parties wish to settle their claims pursuant to the exchanges contemplated by this Agreement.

L. The Parties have conducted independent studies and evaluations of the title evidence, the principles of law, and the merits of their legal positions. The Commission has reviewed an appraisal and other information prepared to analyze monetary value of the Trust Termination Lands and the Trust Addition Lands and has reached an independent conclusion regarding the economic value of these properties. The monetary value of land or interests in land to be received as Trust Addition Lands is equal to or greater than the monetary value of the land or interests in land to be given in the Trust Termination Lands.

M. The land title transfers provided for in this Agreement will be accomplished through the following recorded conveyances, subject to the conditions of closing and other terms and conditions of this Agreement:

(i) City will convey to the Commission all of its right, title and interest in the Exchange Lands by quitclaim deed;

(ii) Developer will convey to the Commission all of its right title and interest in the Developer-Owned Exchange Lands by quitclaim deed;

(iii) After accepting the above conveyances, the Commission will convey to City all of its right title and interest in the Trust Addition Lands, subject to the Trust; and

(iv) The Commission will convey by patent the Trust Termination Lands to Developer in part, and to the City in part, free of the Trust.

N. The San Francisco Board of Supervisors, by Ordinance _____, adopted on _____, approved this Agreement and authorized the Port, RecPark and the Director of Real Estate to enter into this Agreement on behalf of the City. The San Francisco Port Commission approved this agreement by Resolution _____ adopted on _____. The San Francisco Recreation and Park Commission approved this agreement by Resolution _____ adopted on _____. The Commission approved this Agreement at its meeting of _____.

AGREEMENT

In consideration of the foregoing recitals and the following conveyances and terms, the Parties hereby agree as follows:

1. Conveyances to Effectuate Exchange. Subject to the conditions of closing and other terms and conditions of this Agreement, the Parties shall make the following conveyances of property:

a. City Conveyance to State. City shall convey, remise, release, and forever quitclaim to the Commission all of City's right, title, and interest, including any right, title and interest held in trust pursuant to the Burton Act, in the Exchange Lands. The conveyance shall be by Quitclaim Deed in the form of Exhibit E (Form of City Quitclaim Deed).

b. Developer Conveyance to State. Developer shall convey, remise, release, and forever quitclaim to the Commission all of Developer's right, title, and interest in the Developer-Owned Exchange Lands, which conveyance shall be by quitclaim deed in the form of Exhibit F (Form of Developer Quitclaim Deed). If the Street Vacation Parcels have not been conveyed to Developer as of the date of the Initial Closing Phase described in Section 2 below, then the Street Vacation Parcels will not be excluded from the Developer-Owned Exchange Lands, but will be included in the Exchange Lands conveyed by the City under Section 1.a above.

c. State Conveyance of Trust Addition Lands to City. The Commission shall convey, remise, release, and forever quitclaim, in trust, to City all of the State's right, title, and interest (including any right, title, and interest existing by virtue of its sovereignty) in the Trust Addition Lands, including, without limitation, those portions of the Trust Addition Lands that are to be conveyed by Developer to the City as provided by the Development Agreement ("**Developer Trust Addition Lands**"), which conveyance shall be by Patent in the form of Exhibit G (Form of Public Trust Patent), and the lands conveyed shall be held by Port as sovereign lands subject to the Trust.

d. State Conveyance of Developer Trust Termination Lands to Developer. The Commission shall convey, remise, release, and forever quitclaim to Developer all of the State's right, title, and interest (including any right, title, and interest existing by virtue of its sovereignty) in that portion of the Trust Termination Lands to be owned by Developer as provided by the Development Agreement ("**Developer Trust Termination Lands**"), which conveyance shall be by Patent in the form of Exhibit H (Form of Developer Trust Termination Patent) and shall specifically release and terminate any Trust interest in the lands conveyed.

e. State Conveyance of City Trust Termination Lands to City. The Commission shall convey, remise, release, and forever quitclaim to City all of the State's right, title, and interest (including any right, title, and interest existing by virtue of its sovereignty) in that portion of the Trust Termination Lands to be owned by City as provided by the Development Agreement ("**City Trust Termination Lands**"), which conveyance shall be by Patent in the form of Exhibit I, and shall specifically release and terminate any Trust interest in the lands conveyed, and these lands shall be held by the City's Real Estate Division free of the Trust.

2. Conveyance Order and Timing. The conveyances listed in Section 1 shall be effected as a single closing phase, or two closing phases, as described in this Section 2. At a minimum, the first closing phase (the "**Initial Closing Phase**") will include all Exchange Lands other than the Wintersteen Option Parcel. If the Wintersteen Option Parcel has not yet been conveyed to Developer at the time of the Initial Closing Phase, then a subsequent closing phase will occur on or after the date that Developer acquires title to the Wintersteen Option Parcel in accordance with the procedures under Section 1.a (City Conveyance to State); 1.b (Developer Conveyance to State); and 1.d (State Conveyance of Developer Trust Termination Lands to Developer). Each conveyance und, above, shall be recorded in the public records of the City and County of San Francisco ("**Public Records**") sequentially and on the same day.

3. State Minerals Reservation. The Commission excepts from the conveyances of the Trust Addition Lands made by the Commission pursuant to this Agreement and reserves unto the State, its successors and assigns, forever, any and all minerals and any and all mineral rights in the lands of every kind and character now known to exist or hereafter discovered in the Trust Addition Lands. Such mineral rights shall include, but are not limited to, oil and gas rights, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to the State or to its successors and assigns, except that, this reservation shall not include the right of the State or its successors or assigns in connection with any mineral reservation, removal, or disposal activity, to do either of the following: (1) enter upon, use or damage the surface of the lands or interfere with the use of the surface by City or City's successor, assigns, or lessees; or (2) conduct any mining activities of any nature whatsoever above a plane located five hundred (500) feet below the surface of the lands without written permission of City or its successors or assigns.

4. Commission Findings. The Commission, effective upon recordation of this Agreement, makes the following findings as required by Chapter:

a. The Trust Termination Lands have been filled and reclaimed and are cut off from access to the waters of San Francisco Bay

b. The lands or interests in lands in which the Trust will be terminated constitute a relatively small portion of the lands granted to the City and County of San Francisco and are no longer is needed or required for the promotion of the Trust.

c. No substantial interference with Trust uses and purposes will ensue by virtue of the exchange.

d. The lands or interests in lands to be impressed with the Trust have an economic value equal to or greater than that of the lands or interests in lands removed from the Trust.

5. Additional Findings. The Commission, effective upon execution and recordation of this Agreement, has made findings under CEQA based on the Environmental Impact Report for the Project, certified by the Planning Commission on July 26, 2018 (Planning Department Case No. 2014-002541ENV; State Clearinghouse No. 2016062003) (the "**India Basin EIR**").

6. Closing. "**Closing**" or "**Closing Date**" shall mean the date that this Agreement (if not previously recorded) and the conveyances described in Section 1 above are recorded in the Public Records. If the Closing occurs in two phases, then each date of closing will be considered a "Closing" or Closing Date." The Closing shall be consummated through the offices of **[Chicago Title; address]** (the "**Title Company**"), Escrow No. [_____], attention [_____] (the "**Escrow**"). Upon satisfaction of all pre-conditions to Closing required pursuant to the Development Agreement, Developer and City shall establish an escrow with the Title Company and City shall provide written notice to the Executive Officer of the Commission and designated representative of Developer (the "**Closing Notice**"). The Closing Notice shall include a list of all documents required to close escrow with required signatories indicated, and drafts of all deeds, instruments, certificates of acceptance, title commitments, and other documents that are required for the closing and are within City's and/or Developer's responsibility and control. The Parties shall use commercially reasonable efforts to close within 90 days of receipt of the notice.

7. Procedures for Adjusting Parcel Boundaries. The Parties anticipate that a number of development approvals within the Project Area, including the approval of detailed infrastructure plans, subdivision maps, and parcel maps, will be obtained after the effective date of this Agreement and, in some cases, after the exchange has closed. The engineering and design information developed in connection with those approvals will assist in determining the precise location of land parcel boundaries and of project infrastructure. Accordingly, minor adjustments to the boundaries between the Trust Addition Lands and the Trust Termination Lands, as those boundaries are depicted in the exhibits to this Agreement, or as they may be described in deeds implementing this Agreement, may become necessary or desirable as more detailed site information is developed. Such a change ("**Parcel Boundary Adjustment**") shall proceed in accordance with the following procedures:

a. The City (with the consent of Developer if the adjustment would affect the boundary line of property to be conveyed to Developer), may request from the Executive Officer approval of a Parcel Boundary Adjustment. The City or Developer shall provide the Executive Officer with any maps, legal descriptions, surveys, or other information necessary to review the proposed Parcel Boundary Adjustment. The Executive Officer shall approve the Parcel Boundary Adjustment if he or she finds in his or her sole discretion that the Parcel Boundary Adjustment would not constitute a material change in parcel boundaries (a "**Material Parcel Change**"). If the Executive Officer determines that the proposed Parcel Boundary Adjustment would constitute a Material Parcel Change, he or she shall refer the Parcel Boundary Adjustment to the Commission, whose consideration of the referral shall proceed pursuant to Section 7.b.

b. The Commission may approve a Parcel Boundary Adjustment if it determines that the Parcel Boundary Adjustment, based on final legal descriptions, would not constitute a Material Parcel Change, or would constitute a Material Parcel Change but the Commission makes the findings set out in Section 4 of this agreement as to the revised Trust Addition Lands configuration. The Commission shall not unreasonably delay or withhold its approval, subject to the required findings.

c. Following Executive Officer or Commission approval, City, Developer, and Commission staff shall cooperate in the actions necessary to effectuate the Parcel Boundary

Adjustment, including, as necessary, the preparation of legal descriptions, deeds, and revised exhibits to this Agreement, at Developer's sole cost and expense. The Parties shall prepare, execute, and record a Memorandum of Parcel Boundary Adjustment including all revised exhibits, which shall, upon recordation, be deemed to replace the corresponding exhibits to this Agreement. If an approved Parcel Boundary Adjustment affects lands previously conveyed pursuant to this Agreement, the Parties shall cooperate in undertaking any conveyances, lot line adjustments or other actions necessary to effectuate the Parcel Boundary Adjustment as to such lands.

8. Conditions Precedent to Closing.

a. Legal Descriptions. It is a condition precedent to a Party's obligation to close escrow for the conveyance or acceptance of real property that the Party has approved the legal description for the real property, which approval shall not be unreasonably withheld. For the Commission, the Executive Officer may grant such approval; for City, the Director of Real Estate may grant such approval.

b. Commission's Closing Conditions. As a condition precedent to the Commission's obligation to close escrow, the Executive Officer shall have approved:

i. The condition of title and the form of a CLTA title insurance policy to be issued by the title company, in the amount of coverage reasonably requested, for the Trust Addition Lands.

ii. The physical condition of the Trust Addition Lands to be conveyed in the Closing, which may include, without limitation, a determination that work on the Trust Addition Lands is subject to the enforceable mitigation measures and project components prescribed in the India Basin EIR regarding Hazardous Substances, including measures that require Developer to: (1) prepare and implement a Site Mitigation Plan for areas above the mean high-water line where development activities involving subsurface disturbance will occur; (2) prepare and implement a Nearshore Sediment and Materials Management Plan for areas below the mean high-water line for any work bayward of the mean high-water line; and (3) take all required remedial action identified in the foregoing plans to protect human health and the environment with respect to Hazardous Substances in compliance with applicable Environmental Law. For purposes of this Agreement: (1) "**Hazardous Substances**" shall mean any substance which is defined or regulated under any Environmental Law; and (2) "**Environmental Law**" shall mean all present and future federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements pertaining to the protection of human health and safety or the environment.

iii. The Record of Survey described in Section 10 of this Agreement.

c. City's and Port's Closing Conditions. As a condition precedent to City's and Port's obligation to close escrow, all of the following shall have occurred:

i. The Executive Director of the Port and the General Manager of RecPark each shall have approved the matters described in Sections 8(b)(i) through (iii) above.

ii. Developer shall have satisfied all conditions precedent to the City's obligation to close on the exchange as set forth in the Development Agreement, and Developer shall not be in default under the Development Agreement.

d. Developer's Closing Conditions. As a condition precedent to the Developer's obligation to close escrow, City shall have satisfied all conditions precedent to Developer's obligation to close on the exchange as set forth in the Development Agreement, and City shall not be in default under the Development Agreement.

9. Deposits into Escrow.

a. Commission Deposits. At least two (2) business days prior to the Closing, the Commission shall deposit the following documents into escrow:

i. A certified copy of the Minute Item for Calendar Item No. ____, the Commission public hearing on _____, showing the Commission's approval of this Agreement;

ii. The Executive Officer's written approval of (A) the condition of title to the Trust Addition Lands as shown in pro forma title commitments in coverage amounts acceptable to the Executive Officer, (B) the form of title insurance to be issued, and (C) the physical condition of the Trust Addition Lands;

iii. A duly signed and attested patent in the form of Exhibit J, transferring to the Developer the Developer Trust Termination Lands, free of the Trust;

iv. A duly signed and attested patent in the form of Exhibit K, transferring to the City the City Trust Termination Lands, free of the Trust; and

v. A duly signed and attested patent in the form of Exhibit I transferring to City the Trust Addition Lands, subject to the Trust.

b. City Deposits. At least two (2) business days prior to the Closing, City shall deposit the following documents into escrow:

i. Certified copies of Board of Supervisors **[Ordinance/Reso]** _____ adopted on _____, 2018, Port Commission Resolution _____ adopted on _____, 2018, and Recreation and Parks Commission Resolution ___, adopted on ___, 2018, each authorizing entry into this Agreement; and

ii. A duly signed and acknowledged quitclaim deed from City in the form of Exhibit G, transferring to the Commission all of City's right, title and interest in the Exchange Lands.

iii. An open space covenant in the form of Exhibit J governing Rec Park operation and management of the Public Trust Lands for park and open space use.

c. Developer Deposits. At least two (2) business days prior to the Closing, Developer shall deposit the following documents into escrow:

i. A duly signed and acknowledged quitclaim deed from Developer in the form of Exhibit H, transferring to the Commission all of Developer's right, title and interest in the Developer-Owned Exchange Lands; and

ii. Pro forma CLTA title insurance commitments for the Trust Addition Lands, in a form and with coverage amounts approved by the Commission.

d. All patents and quitclaim deeds deposited into escrow which name either City or the Commission as grantee shall include a certificate of acceptance duly executed by the grantee (which certificate may be deposited into escrow separately by the grantee), the appropriate attestations or acknowledgments, and any ancillary documents required by state law or the City's Assessor-Recorder, such as an executed Transfer Tax Affidavits and executed Preliminary Changes of Ownership Record.

e. The Parties shall submit to the escrow agent joint escrow instructions substantially conforming to the foregoing, together with any supplemental instructions necessary to effectuate the intent of this Agreement as may be agreed to in writing by the Parties.

10. Records of Survey. Immediately following the Closing, City shall record (or cause to be recorded) in the Public Records a record of survey, reviewed and approved by the Parties and based on field surveys, showing the boundaries of the Trust Addition Lands and Trust Termination Lands. Each record of survey shall establish the physical location of boundaries and shall define same with sufficient controlling monuments appropriately placed. If any boundaries shown on a record of survey are later the subject of a Parcel Boundary Adjustment pursuant to Section 7 of this Agreement, City shall place or cause to be placed monuments sufficient to establish the adjusted boundary, and shall file or cause to be filed in Public Records a record of survey, reviewed and approved by the Executive Officer of the Commission, reflecting the Parcel Boundary Adjustment. Developer shall be responsible for the costs of preparing and recording any survey required by this section. The Commission's approval of the survey may be given by its Executive Officer.

11. Close of Escrow and Recordation. The joint escrow instructions for the shall direct the escrow agent to notify the Parties, upon the agent's receipt of all documents listed and described in the escrow instructions, of its intention to close escrow and to record this Agreement, if not already recorded, and all deeds and patents pertaining to the Closing, in the manner specified in, and subject to the requirements of, the escrow instructions.

12. Impacts of Sea Level Rise.

a. The exchange authorized by this Agreement is intended to establish with certainty the boundary between lands free of the Trust and lands subject to the Trust within the Project Area, which boundary is intended to be fixed and not subject to change by erosion, accretion, reliction, or submergence, whether due to natural or artificial causes. However, if lands established as free of the Trust should later become submerged or subject to the ebb and flow of the tide below the elevation of mean high water, whether due to erosion or sea level rise (**Inundation**), those lands, for so long as the condition of Inundation exists, shall be subject to an easement in favor of the Public Trust; provided, however, that the Public Trust Easement shall not attach until Inundation has existed continuously for five years. Prior to the attachment of the

Public Trust Easement, neither the Easement nor the Commission shall prevent the right of any owner of the inundated lands to reclaim or otherwise restore the lands to their pre-Inundation condition so long as the owner has begun activities to exercise this right within one year after Inundation. An owner's submittal of an application for any permit required for reclamation or restoration and reasonable efforts to complete the permitting process are sufficient, but not necessary, evidence that the owner has begun to exercise the right to reclamation or restoration provided herein. The Commission may delay the attachment of the Public Trust Easement for a specified period by resolution based upon its finding that reclamation or restoration could not be completed within the five-year period of Inundation specified herein.

b. Nothing in this Agreement obligates the Commission to protect or cause to be protected any privately held uplands, including, but not limited to, constructing or causing to be constructed any protective structures that benefit any privately held uplands. Further, nothing in this Agreement shall be construed as creating any duty on the part of the City or the Commission to the owners or lessees of any properties within the Project Area to provide protection against sea level rise, inundation from any cause, avulsions, or tsunamis.

c. Nothing in this Section is intended to limit (a) rights a Party may have under applicable law to take actions to preserve the boundaries established by this Agreement, including without limitation the rights of a Party to undertake measures to protect its property, including lands freed from the Trust at the locations established pursuant to this Agreement, or to file an action within the applicable limitations period to preserve the title interests of such lands established by this Agreement, or (b) rights the public has under applicable law to navigate, fish, or otherwise use navigable waters on Inundated lands, including but not limited to any rights arising under *Bohn v. Albertson* (1951) 107 Cal.App.2d 738 and *People ex rel Baker v. Mack* (1971) 19 Cal.App.3d 1040.

13. Judicial Confirmation of Validity of Settlement. The City or Developer may choose to submit the settlement embodied in this Agreement to a court of competent jurisdiction to confirm the validity of the settlement by court judgment pursuant to Code of Civil Procedure sections 760.010 through 764.080, inclusive. The Commission shall cooperate with the City and/or Developer in obtaining such a confirmatory judgment. Upon entry of a judgment confirming the validity of the settlement embodied in this Agreement, each Party shall be deemed to have waived any right to appeal from such judgment. Except as the parties may otherwise agree, Developer shall be responsible for all costs incurred by the Commission and the City associated with their participation in a judicial action initiated by Developer pursuant to this section, including without limitation reasonable attorneys' fees and costs.

14. Effect of a Judicial Finding of Invalidity. A judicial determination that any portion of this Agreement is invalid shall not invalidate the remainder. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the Parties shall amend this Agreement or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

15. Indemnification and Defense of Claims.

a. Developer shall indemnify, defend and hold harmless each of the Commission and the City, and each of their respective officers, agencies, commissions, and employees from and against any and all claims, liabilities, losses, costs and expenses (collectively "**Claims**"), including, without limitation, third party Claims and Claims by any governmental agency, in any such case, relating to any Hazardous Substances that (1) as of the date of the Closing, are located at, on, over, under, or flowing through any portion of the Developer Trust Addition Lands, (2) as of the date of the Closing, are located at, on, over, under, or flowing through any portion of the City Trust Termination Lands that is owned by Developer immediately prior to the Closing, (3) any time, whether before or after Closing, result from any remediation activities or improvements to Trust Addition Lands or City Trust Termination Lands performed by or on behalf of Developer, and (4) at any time, whether before or after Closing, are located at, on, over, under, or flowing through any portion of the Developer Trust Termination Lands.

b. City shall indemnify, defend and hold harmless the Commission and its respective officers, agencies, commissions, and employees from and against any and all Claims, including third party Claims and Claims by any governmental agency, relating to any Hazardous Substances that as of the date of Closing are located at, on, over, under, or flowing through any portion of the Trust Addition Lands that is owned by the City immediately prior to the Closing and conveyed to the State at the Closing, except to the extent the Claim relates to remediation activities or improvements to Trust Addition Lands performed by or on behalf of Developer.

c. The Parties agree to use reasonable efforts to defend this Agreement, any deed, patent, agreement, or other instrument executed pursuant thereto, and any decision made by a Party to approve the foregoing, including the approval of any required findings related thereto, in any legal action challenging the validity or legality thereof. In any such action, Developer shall reimburse the Commission and City for all reasonable costs incurred in connection with such action, including but not limited to reasonable staff time and attorneys' fees incurred by the Commission or City, and including but not limited to any award of attorney fees made by a court of competent jurisdiction against the Commission or City, on such reasonable terms and conditions as the Parties may establish by separate agreement. Nothing in this Section limits the discretion of the Commission or City, at its sole cost and expense, to conduct its own defense or take the lead in its own defense.

16. Execution Before a Notary Public. All signatures of the Parties to this Agreement and all deeds and other instruments of conveyance executed pursuant to this Agreement shall be acknowledged before a Notary Public and a certificate of acknowledgment shall be attached to the executed Agreement and other documents to allow them to be recorded in the Public Records. The Governor's signature shall be attested to by the Secretary of State.

17. Agreement for Compromise and Settlement. It is expressly understood by the Parties that the provisions set forth in this Agreement have been agreed upon for purposes of compromising and settling disputed interests in the Trust Addition Lands and Trust Termination Lands.

18. No Determination of Trust Consistency. Nothing in this Agreement shall be construed as a determination by the Commission regarding the Public Trust consistency of any use of the Trust Addition Lands authorized by the Development Approvals.

19. Agreement Not To Encumber. Except to the extent consistent with the purposes of this Agreement, or as otherwise provided herein, none of the Parties shall sell, transfer, assign, mortgage, pledge, or hypothecate, whether by operation of law or otherwise, any of their respective rights, title, or interests in or to those Trust Addition Lands or Trust Termination Lands to be transferred at Closing prior to the consummation of the transfers of those parcels as provided for herein, without the prior written consent of the Party to receive fee title following consummation of the transfer.

20. Further Assurances. So long as authorized by applicable laws to do so, the Parties will perform such other acts, and execute, acknowledge and deliver all further conveyances and other instruments that may be necessary to fully assure to the other Parties all of the respective properties, rights, titles, interests, remedies, powers and privileges to be conveyed or provided for by this Agreement.

21. Allocation of Costs and Expenses. Developer shall pay the expenses and fees of the escrow agent, including those costs associated with document preparation and recordation of this Agreement, its deeds and patents, and any associated documents. Developer shall also pay all closing costs, including without limitation all expenses and fees associated with any title insurance policy.

22. No Admission or Effect if Agreement Not Made Effective. If this Agreement does not become effective, or becomes effective but is declared by a final non-appealable judgment of a court of competent jurisdiction to be invalid, nothing in it shall constitute, or be construed as, an admission by any Party hereto or evidence concerning the boundaries, physical character, or character of title or interest in the Project Area.

23. No Effect on Other Lands. The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the Project Area.

24. No Damages. No party shall have any remedy for monetary damages against another party for breach of this Agreement, excepting recovery of attorneys' fees to the extent provided by this Agreement, and excepting any indemnification required by this Agreement.

25. Notice: Any notice required pursuant to this Agreement shall be in writing and given by delivering the notice in person, by commercial courier, or by sending it by registered or certified mail, or overnight mail, return receipt requested, with postage to the addresses shown below or to such other address as the applicable Party may provide. For the convenience of the Parties, notice also may be given by electronic mail in addition to one of the above methods, at the numbers listed below:

Commission:
State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202
Attn: Mark Meier, Chief Counsel
Email: Mark.Meier@slc.ca.gov

With copies to:
Office of the Attorney General
[Address]
Attn: _____
Email:_____

City:

Port of San Francisco
Pier 1
San Francisco, CA 94111
Attn: Elaine Forbes, Executive Director
Email: elaine.forbes@sfport.com

San Francisco Recreation and Parks Department
McLaren Lodge
501 Stanyon Street
San Francisco, California 94117
Attn: Phil Ginsburg, General Manager
Email: phil.ginsburg@sfgov.org

With copies to:

City and County of San Francisco
Real Estate Division
25 Van Ness Avenue, Suite 400
Attn: Andrico Penick, Acting Real Property Director
andrico.penick@sfgov.org

Port of San Francisco
Pier 1
San Francisco, CA 94111
Attn: Eileen Malley, Port General Counsel
eileen.malley@sfgov.org

San Francisco City Attorney's Office
City Hall, Rm. 234
1 Dr. Goodlett Place
San Francisco, CA 94102
Attn: Charles Sullivan, Deputy City Attorney

charles.sullivan@sfcityatty.org

and

Shute, Mihaly & Weinberger, LLP
396 Hayes St.
San Francisco, CA 94102
Attn: Bill White
Email: white@smwlaw.com

Developer:

[Build Inc/Address]
Attn:
Email:

With copies to:

[Address]

Attn:
Email:

26. Acceptance of Conveyances and Consent to Recording. By their execution of this Agreement, the Parties each agree to accept the conveyance of rights, titles, and interests in land referred to in this Agreement and consent to the recording of this Agreement and other documents executed pursuant to this Agreement.

27. Approvals and Consents. Unless otherwise provided in this Agreement, whenever an approval, consent or satisfaction is required of a Party, the approval, consent or satisfaction shall be given on behalf of the Party by the representative(s) listed below.

a. If the Party is the Commission: by the Commission, as may be evidenced by appropriate document executed by the Executive Officer of the Commission.

b. If the Party is City: by the Port Director.

c. If the Party is Developer: by Developer's authorized representative.

28. Correction of Technical Errors. If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement, in a legal description or the reference to or within any exhibit with respect to a legal description, in the boundaries of any parcel in any map or drawing which is an exhibit, or in the typing of this Agreement or any of its exhibits, the Parties affected by the error by mutual agreement may correct such error by memorandum reflecting the intent of the Parties concerning the relevant exhibits, legal descriptions, or other provisions at the time of approval and execution of this Agreement. The Executive Officer of the Commission, the Port Director, the RecPark General Manager, and Developer, as applicable, may approve and execute such a "**Memorandum of Correction**" without the necessity of amendment of this Agreement.

29. Agreement Binding on Successors. All the terms, provisions, and condition of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the Parties.

30. Modification. No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by the Parties to this Agreement.

31. No Effect on Other Government Jurisdiction. This Agreement has no effect whatsoever on the regulatory, environmental or other jurisdiction of any federal, state, local, or other government entity not a party to this Agreement.

32. Headings. The title headings of the Sections of this Agreement are inserted for convenience only and shall not be considered in construing this Agreement.

33. Effective Date. This Agreement shall become effective upon execution by all Parties and the Governor. For purposes of bringing a validation action under Section 13, this Agreement shall be deemed entered into upon execution by the Executive Officer of the Commission, who shall be the last to sign prior to the signature of the Governor.

34. Termination. If the Closing of the Initial Closing Phase has not Closed by the date that is five (5) years from the Effective Date hereof, this Agreement shall terminate and be of no further force and effect unless extended in writing by both the City and the Commission, each in their sole and absolute discretion. In the event the Development Agreement terminates prior to the Closing of the Initial Closing Phase, then the City and State, by mutual written agreement, may terminate this Agreement without the consent of Developer.

35. Exhibits A through L. Exhibits A through L, inclusive, are attached to this Agreement and are incorporated by reference as parts of it.

To witness this Agreement, a duly authorized officer of each Party has executed it below on the date opposite each signature.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

STATE OF CALIFORNIA
STATE LANDS COMMISSION

DATED:_____

By: _____
Jennifer Lucchesi
Executive Officer

Approved as to form:

Xavier Becerra
Attorney General of the
State of California

DATED:_____

By:_____
Deputy Attorney General

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DATED: _____

PORT OF SAN FRANCISCO

By:_____
Elaine Forbes, Executive Director

DATED: _____

SAN FRANCISCO RECREATION AND PARKS DEPARTMENT

By:_____
Phil Ginsburg, General Manager

DATED: _____

SAN FRANCISCO REAL ESTATE DEPARTMENT

By:_____
Andrico Penick, Real Estate Director

Approved as to form:
Dennis Herrera
San Francisco City Attorney

DATED: _____

By: _____
Eileen Malley
Port General Counsel

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DATED: _____

[DEVELOPER]

By:_____
Its: _____

IN APPROVAL WHEREOF, I, Edmund G. Brown Jr., Governor of the State of California, have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this _____, 2017.

_____
Edmund G. Brown Jr.
Governor, State of California

Attest:
SECRETARY OF STATE

By: _____
Alex Padilla
Secretary of State

LIST OF EXHIBITS

Exhibit	Name/Description
A.	Legal Description and Illustrative Plat of Project Area
B.	Legal Description and Illustrative Plat of Trust Addition Lands
C.	Legal Description and Illustrative Plat of Trust Termination Lands
D.	Legal Description and Illustrative Plat of Developer-Owned Exchange Lands
E.	Form of City Quitclaim Deed
F.	Form of Developer Quitclaim Deed
G.	Form of Public Trust Patent
H.	Form of Developer Trust Termination Patent for Developer Trust Termination Lands
I.	Form of City Trust Termination Patent for City Trust Termination Lands
J.	Form of Open Space Covenant

EXHIBIT Q

Transportation Exhibit

180651
SUBMITTED 9/20/18

DRAFT 9-~~19~~20-18

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO

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

AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND INDIA BASIN INVESTMENT LLC

FOR PROPERTY AT INNES BETWEEN EARL AND GRIFFITH STREETS

Block ____: Lots _____

additional bonds or other financing secured by Project Special Taxes, or the application of bond proceeds or Project Special Taxes. Once established, Developer shall not institute, or cooperate in any manner with, proceedings to repeal or reduce the Project Special Taxes. The provisions of this Section shall survive the expiration of this Agreement, and Developer shall include the requirements of this Section in the Master CC&Rs (or, if the Master CC&Rs have not yet been created and recorded, in the sale documents for any sale of all or part of the Property).

3.13.2 Limitation on New Districts. The City will not form any new financing or assessment district over any portion of the Project Site unless the new district applies to similarly-situated property City-Wide or Developer gives its prior written consent to or requests the proceedings.

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

Section 3.14 Public Power. Within ~~forty-five~~sixty (~~45~~60) days after the Effective Date, Developer will provide the SFPUC with all ~~reasonably available~~ Project information the SFPUC requires to determine the feasibility of providing electric service to the Project Site (the "**Feasibility Study**"). The SFPUC will complete the Feasibility Study within six (6) months after the date that Developer provides to the SFPUC all Project information needed to complete the Feasibility Study. Developer agrees that if the SFPUC determines it is feasible to provide electricity for the Project Site, then the SFPUC will be the exclusive power provider to the Project Site. The SFPUC power will be provided under the SFPUC's Rules and Regulations Governing Electric Service and at rates that are comparable to rates in San Francisco for comparable service from other providers.

[GS1]: ~~to discuss~~

Section 3.15 Workforce. Developer shall require project sponsors, contractors, consultants, subcontractors, and subconsultants, as applicable, to undertake workforce development activities in both the construction and end use phases of the Project in accordance with the Workforce Agreement.

ARTICLE 4
PUBLIC BENEFITS; DEVELOPER OBLIGATIONS AND CONDITIONS TO DEVELOPER'S PERFORMANCE

Section 4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations. The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits to the City beyond those achievable through existing Laws, including, but not limited to, those set forth in this Article 4 (the "**Community Benefits**"). The City acknowledges and agrees that a number of the Community Benefits would not be otherwise achievable without the express agreement of Developer under this Agreement. Developer acknowledges and agrees that, as a result of the benefits to Developer under this Agreement, Developer has received good and valuable consideration for its provision of the Community Benefits, and that the City would not be willing to enter into this Agreement without the Community Benefits. Payment or delivery of each of

discretion of the City to conduct additional environmental review in connection with any Later Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA, or the ability of the City to impose conditions on any discretionary actions relating to a Material Change, including conditions determined by the City to be necessary to mitigate adverse environmental impacts.

4.3.3 Sidewalks and Streets. By entering into this Agreement, the City has reviewed and approved the general right of way configurations with respect to location and relationship of major elements, including curbs, bicycle facilities, parking, loading areas, and landscaping, as set forth in the Infrastructure Plan and the Design Guidelines, as consistent with the City's central policy objective to ensure street safety for all users while maintaining adequate clearances, including for fire apparatus vehicles. Nothing in the Section limits the SFPUC's and/or Public Works's right to object to the width of any right of way if, after receiving detailed design documents and/or construction documents, the SFPUC or Public Works determines that the required infrastructure cannot be installed to City standards in the proposed right of way. No City Agency with jurisdiction may object to a Later Approval for any Building or any Infrastructure based upon the proposed right of way configuration, unless such objection is based upon the applicable City Agency's reserved authority to review engineering design or other authority under State law. In the case of such objection, then within five (5) business days of the objection being raised (whether raised formally or informally), representatives from Developer, Public Works, the Planning Department and the objecting City Agency shall meet and confer in good faith to attempt to find a mutually satisfactory resolution to the objection. If the matter is not resolved within fourteen (14) days following the objection, then the Planning Director shall notify the Clerk of the Board of Supervisors and the members of the Board of Supervisors' Land Use and Transportation Committee. The City Agencies and Developer agree to act in good faith to resolve the matter quickly and in a manner that does not conflict with the City policy, Approvals, this Agreement, or applicable Law. For purposes of this Section, "engineering design" means professional engineering work as set forth in the Professional Engineers Act, California Business and Professions Code sections 6700 *et seq*.

[GS2]: ~~To discuss with Charles~~

Section 4.4 Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate against any employee, City employee working with Developer's contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

Section 4.5 City Cost Recovery.

4.5.1 Developer shall timely pay to the City all Impact Fees and Exactions applicable to the Project or the Project Site as set forth in Section 5.7 (Fees and Exactions).

the land uses and parcelization, height and bulk limits, including the maximum density, intensity, and gross square footages, the permitted uses, the provisions for open space, vehicular access, and parking, (collectively, the "**Vested Elements**"; provided the Existing Uses on the Project Site shall also be included as Vested Elements). The Vested Elements are subject to and shall be governed by Applicable Laws. The expiration of any Building permit or Approval shall not limit the Vested Elements, and Developer shall have the right to seek and obtain subsequent Building permits or approvals, including Later Approvals, at any time during the Term, any of which shall be governed by Applicable Laws. Each Later Approval, once granted, shall be deemed an Approval for purposes of this Section 5.1.

Section 5.2 Existing Standards. The City shall process, consider, and review all Later Approvals in accordance with (i) the Approvals, (ii) the San Francisco General Plan, (iii) the Municipal Code (including the Subdivision Code), and all other applicable City policies, rules, and regulations, as each of the foregoing is in effect on the Effective Date ("**Existing Standards**"), as the same may be amended or updated in accordance with permitted New City Laws as set forth in Section 5.6 (New City Laws), (iii) California and federal law, as applicable, and (iv) this Agreement, including the Plan Documents (collectively, "**Applicable Laws**"). The Enacting Ordinance contains express waivers and amendments to Chapter 56 consistent with this Development Agreement.

[GS3]: ~~Discuss deletion of Design Exceptions Memo~~

5.2.1 No Implied Waiver of Codes. Nothing in this Agreement, including the Infrastructure Plan, constitutes an implied waiver or exemption of the Subdivision Code or the Public Works Code. For any waiver or exemption, Developer shall comply with the City's existing processes to seek any necessary waivers or exemptions. The City's failure to enforce any part of the Subdivision Code or Public Works Code shall not be deemed a waiver of its right to do so thereafter, but it shall not override the Approvals standards set forth in Sections 3.2.6, 5.2, 5.3, and 5.4.

Section 5.3 Criteria for Later Approvals. Developer shall be responsible for obtaining all required Later Approvals before the start of any construction. The City, in granting the Approvals and vesting the Project through this Agreement, is limiting its future discretion with respect to Later Approvals to the extent that they are consistent with the Approvals and this Agreement. The City shall not disapprove applications for Later Approval based upon an item or element that is consistent with the Approvals, or impose new conditions that conflict with the Approvals, and shall consider all such applications in accordance with its customary practices (subject to the requirements of this Agreement). The City may subject a Later Approval to any condition that is necessary to bring the Later Approval into compliance with Applicable Laws. For any part of a Later Approval request that has not been previously reviewed or considered by the applicable City Agency (such as additional details or plans), the City Agency shall exercise its discretion consistent with the Municipal Code, the Approvals and otherwise in accordance with City's customary practice (but subject to the requirements of this Agreement). Nothing in this Agreement shall preclude the City from applying New City Laws for any development not within the definition of the "Project" under this Agreement.

Section 5.4 Strict Building Code Compliance.

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Public Utilities Commission

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

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

1. The Development Agreement as it relates to matters under SFPUC jurisdiction, including, but not limited to, the Infrastructure Plan and the SFPUC-related Mitigation Measures. The SFPUC acknowledges that the Maintenance Matrix is in draft form as contemplated in the Finance Plan. The SFPUC expressly reserves the right to review, comment upon, and approve the Maintenance Matrix before the formation of the CFD, as contemplated in the Financing Plan.

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

3. Delegating to the SFPUC General Manager any Later Approvals of the SFPUC under the Development Agreement, including approvals of Development Phase Applications and the Maintenance Matrix, subject to applicable law including the City's Charter.

4. SFPUC has reviewed and approved the proposed street vacation actions as shown on Exhibit V. As a result, SFPUC waives any requirement that the proposed street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC). By authorizing this SFPUC Consent, the SFPUC does not intend to in any way limit the exclusive authority of the SFPUC as set forth in Article VIIIB of the City's Charter.

[GS4]: ~~The language is not the same as the language in the DA. We would like to retain it here. To discuss.~~

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

By: _____

Exhibit T

Design Review of RPD Park Parcels

Schematic Design Applications. Developer will submit to RPD an application for the schematic design of each Park Parcel (each, a "**Schematic Design Application**") at such time as Developer reasonably determines necessary to meet the requirements for Completion under the Development Agreement. Each Schematic Design Application will include the following information:

(a) A written narrative describing the overall conceptual design, including the park program, design elements, and facilities provided for the Parks and Open Space;

(b) An illustrative site plan to scale showing;

(i) Conceptual circulation systems (vehicular, bicycle, and pedestrian) including parking;

(ii) Conceptual grading and drainage;

(iii) Generalized locations of active and passive recreational areas; park elements and facilities;

(iv) Generalized locations and conceptual layout for landscaping and hardscape areas, including tree planting and any stormwater treatment areas; and

(v) Generalized locations for furnishings, lighting, public art, signage, comfort facilities, stairs, ramps, and railing;

(c) Illustrative sections and perspectives representative of the overall conceptual design, including key relationships between programmatic areas, design elements, and defining park features and facilities; and

(d) Image "boards" showing proposed concepts, detailed studies and/or precedents for site furnishings, paving materials, site architectural elements, lighting, public art, signage, comfort facilities, stairs, ramps and railings, tree species (and alternate species), and species palette concepts for major landscaping areas.

RPD Review. RPD staff will review each Schematic Design Application (at 30%, 60% and 90%) for completeness, which means the Schematic Design Application includes all documents and materials in such detail as is required hereunder. RPD will make its determination of completeness within thirty (30) days after submittal and will advise Developer in writing of any deficiencies. The RPD Director will promptly review and either approve or disapprove, or conditionally approve, the Schematic Design Application, in consultation with the Planning Department within sixty (60) days after receipt of a complete Schematic Design Application. Each Schematic Design Application will be approved if, in the reasonable judgment of the RPD Director, the Schematic Design Application meets all of the requirements of, and is consistent

with, the applicable Plan Documents and Approvals, including this Development Agreement and the Design Guidelines. The RPD Director will not (i) disapprove any Schematic Design Application on the basis of any element that conforms to and is consistent with the Plan Documents and Approvals; or (ii) impose conditions that conflict with the Plan Documents and Approvals. In the event of a disapproval, the RPD Director will notify Developer of the reasons for the disapproval and the items that must be changed or augmented in order to obtain approval. Thereafter, Developer may re-submit revised Schematic Design Applications to the RPD Director that will address the RPD Director's reasons for disapproval.

Additional Reviews and Approvals. When Developer submits its improvement plans (both design development drawings and final improvement plans) to the Department of Public Works for the Park Parcels in compliance with the Subdivision Code, Developer will also copy RPD staff for circulation to the RPD Structural and Maintenance Division (the "Division") in accordance with the Division Plan Review Guidelines. The Division will provide Public Works with any comments in writing as to the completeness of the submittal within thirty (30) days, along with a reasonably detailed list of any deficiencies, and will copy Developer on its comments, if any. The RPD Structural and Maintenance Division will promptly review and provide its comments on each improvement plan submittal within sixty (60) days after receipt of a complete Application, and will copy Developer on its comments, if any.

Nothing in this Exhibit will override the Charter authority of the Arts Commission, to the extent applicable.

WORKFORCE DEVELOPMENT PLAN – ATTACHMENT B

LOCAL HIRING PLAN FOR CONSTRUCTION

1.1 SUMMARY

A. This Attachment B to the India Basin Workforce Agreement ("**Local Hiring Plan**") governs the obligations of the Project to comply with the City's Local Hiring Policy for Construction pursuant to Chapter 82 of the San Francisco Administrative Code (the "**Policy**"). In the event of any conflict between Administrative Code Chapter 82 and this Attachment, this Attachment shall govern.

B. The provisions of this Local Hiring Plan are hereby incorporated as a material term of the Development Agreement. Developer performing any work on City Property under the Development Agreement shall require any Contractor performing Construction Work on City Property to agree that (i) the Contractor shall comply with all applicable requirements of this Local Hiring Plan; (ii) the provisions of this Local Hiring Plan and the Policy are reasonable and achievable by Contractor and its Subcontractors; and (iii) they have had a full and fair opportunity to review and understand the terms of the Local Hiring Plan.

C. The Office of Economic and Workforce Development (OEWD) is responsible for administering the Local Hiring Plan and will be administering its applicable requirements. For more information on the Policy and its implementation, please visit the OEWD website at: www.workforcedevelopmentsf.org.

D. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement or the Policy, as applicable.

1.2 DEFINITIONS. For purposes of this Attachment B, the following definitions apply:

A. "Apprentice" means any worker who is indentured in a construction Apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.

B. "Area Median Income (AMI)" means unadjusted median income levels derived from the Department of Housing and Urban Development ("HUD") on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.

C. "Construction Work" means the initial construction of all buildings and improvements~~Public Improvements~~ located on City-owned property ~~or paid for with CFD Funds~~ under the Development Agreement. Construction Work does not include the construction of Privately-Owned Community Improvements on private property ~~unless they are paid for with CFD Funds or other public funding~~.

D. "Covered Project" means Construction Work with an estimated cost in excess of the Threshold Amount.

Exhibit G

FINANCING PLAN

(INDIA BASIN)

FINANCING PLAN
(INDIA BASIN)

This FINANCING PLAN (India Basin) (the "**Financing Plan**") implements and is part of the Development Agreement. As used in this Financing Plan, capitalized terms used herein have the definitions given to them in Section 3.2.

1. OVERVIEW

1.1 Project Purposes

(a) Purpose of Financing Plan. The purpose of this Financing Plan is to establish the contractual framework for mutual cooperation between the City and Developer necessary to implement the Project. Accordingly, City shall take all actions reasonably necessary, and Developer shall cooperate reasonably with the efforts of:

(i) City to form the requested CFD, adopt the RMA, levy Facilities Special Taxes and Services Special Taxes within the CFD, and issue CFD Bonds to pay, as applicable, Qualified Project Costs, Ongoing Maintenance Services, and, when authorized pursuant to Section 2.8, Additional Community Facilities.

(ii) City to finance Baseline Maintenance ~~Services~~Costs without Services Special Taxes and to finance Ongoing Maintenance Services with Services Special Taxes in the manner described in this Financing Plan.

2. COMMUNITY FACILITIES DISTRICT FINANCING

2.1 Formation of the CFD

(a) Formation. Developer shall submit a petition to the City for formation of the CFD over the Project Site so that the CFD is established by the Board of Supervisors before approval by City of the first tentative subdivision map for the Project. City shall establish the CFD pursuant to this Financing Plan upon the submission by the Developer of such petition. Developer acknowledges that the CFD Goals will prevail over any inconsistent terms in this Financing Plan, unless the Board of Supervisors in its sole discretion approves a waiver of the CFD Goals. The CFD may include separate tax zones, consistent with the Development Phases under the Development Agreement. In addition, Developer and City may mutually agree to identify property for future annexation and additional public capital facilities for the Project to be financed under the CFD Act in the CFD formation proceedings. So long as such CFD complies in all material respects with the terms and conditions set forth in this Financing Plan, Developer agrees to vote in favor of the formation of the CFD, and shall not transfer any portion of the Project Site before formation of the CFD without the Transferee expressly

agreeing by contract to also vote in favor of the formation of the CFD consistent with this Section and the Financing Plan.

(b) Taxable Parcels. Developer and City intend that Project Special Taxes will be levied against all Taxable Parcels for the purposes described in this Financing Plan and agree that all Exempt Parcels will be exempt from Project Special Taxes.

(c) Petition.

(i) Developer shall petition City under the CFD Act to establish the CFD over the Project Site, except as otherwise agreed to by the City and Developer. In its petition, Developer may include proposed specifications for the CFD, including Facilities Special Tax rates, Services Special Tax rates ~~and~~, any proposed tax zones within the CFD, and the identity of any property to be annexed into the CFD at a later date (if any). In its petition, the Developer shall have the discretion to propose Project Special Tax rates, subject to compliance with Section 2.3(d).

(ii) Following City's receipt of a petition, Developer and City will meet with City's public financing consultants to determine reasonable and appropriate terms of the proposed CFD as set forth in Developer's petition to the extent consistent with this Financing Plan.

(d) Authorized Uses. The CFD shall be authorized to finance Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services, irrespective of the geographic location of the improvements financed or maintained.

(e) Joint Community Facilities Agreements. Under the CFD Act, City may be required to enter into a joint community facilities agreement with another Governmental Entity that will own or operate any of the authorized improvements. City and Developer agree that they will take all steps necessary to procure the authorization and execution of any required joint community facilities agreement with a Governmental Entity other than City before the issuance of any CFD Bonds that will finance authorized improvements that will be owned or operated by such Governmental Entity other than City.

(f) Notice of Special Tax Lien. Project Special Taxes will be secured by recordation in the Official Records of continuing liens against all Taxable Parcels in the CFD.

2.2 Scope of CFD-Financed Costs

(a) Authorized Costs. The CFD may finance only Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services.

2.3 Parameters of CFD Formation

(a) Cooperation. Developer and City agree to cooperate reasonably in developing the RMA for the CFD that is consistent with this Financing Plan and, to the extent consistent with this Financing Plan, Developer's petition. Developer and City will each use good-faith reasonable efforts at all times to furnish timely to the other, or to obtain and then furnish to the other, any information necessary to develop the RMA, such as legal boundaries of the property to be included and Developer's plans for the types, sizes, numbers, and timing for construction of Buildings, within the CFD.

(b) RMA Consultants and Approval. The RMA for the CFD will be: (i) developed by City's special tax consultant, in consultation with Developer and City's staff and other consultants; (ii) consistent with Developer's petition to the extent consistent with this Financing Plan; and (iii) subject to approval of the Board of Supervisors in the resolution of formation. Project Special Taxes on any Taxable Parcel must not exceed any applicable maximum or minimum rate specified in the CFD Goals and this Financing Plan, unless otherwise approved by the Board of Supervisors and Developer.

(c) Priority Administrative Costs. In the formation process for the CFD, City and Developer will agree on the amount of annual CFD administrative costs that will have first priority for payment by Project Special Taxes based on: (i) actual administration costs of other community facilities districts of the City; and (ii) the CFD's complexity and size.

(d) Project Special Taxes. The RMA will create two categories of special taxes: the Facilities Special Tax and the Services Special Tax. The RMA shall specify Facilities Special Tax rates for Developed Property and Services Special Tax rates for Developed Property. The Project Special Tax rates for Developed Property may vary based on sizes, densities, types of Buildings to be constructed, and other relevant factors when the CFD is formed. The RMA will establish Facilities Special Tax rates assuming that any First Tranche CFD Bonds issued will have a debt service coverage-ratio of one hundred ten percent (110%), unless City and Developer approve a higher ratio to market the First Tranche CFD Bonds effectively. The RMA shall also establish Facility Special Tax rates for Undeveloped Property. There shall be no levy of Services Special Taxes on Undeveloped Property. In its petition, the Developer shall have the discretion to propose Project Special Tax rates that are consistent with the following:

(i) ~~The Total Tax Obligation that results from~~ The Developer's ~~selection of the Project~~proposed Facilities Special Tax rates and Services Special Tax rates (the "**Developer-Selected ~~Percentage~~Rates**") shall ~~not~~ satisfy the following ~~(herein, the "**Base Facilities Special Tax Rates**"):~~:

(A) the Developer-Selected ~~Percentage~~Rates for rental residential properties may not cause the Total Tax Obligation to be ~~lower~~less than 1.60% ~~based on~~of the projected ~~sales prices and~~market value of the property at build-out calculated at the time of the resolution of

intention to form the CFD;

(B) the Developer-Selected Rates for for-sale residential properties may not cause the Total Tax Obligation to be less than 1.63% of the projected market value of the property at build-out calculated at the time of the resolution of intention to form the CFD; and

(~~B)~~ C)the Developer-Selected ~~Percentage~~Rates of the Facilities Special Tax rates and Services Special Tax rates for ~~for-sale residential properties~~commercial parcels may not be lower than $1.~~63% based on projected sales prices and calculated at the time of the resolution of intention~~20 per square foot in Fiscal Year 2018-19 dollars, subject to ~~form~~escalation by the percentages set forth in subsection (e) until the ~~CFD.~~Facilities Special Tax rates and Services Special Tax rates are set in the RMA.

(ii) the Services Special Tax rates on Taxable Parcels of residential and commercial property~~, based on projected sales prices and calculated at the time of the resolution of intention to form the CFD, may~~ shall not be lower than the rates necessary to generate $1,500,000 for Ongoing Maintenance Services in Fiscal Year 2018-19 dollars, which $1,500,000 amount shall increase in each Fiscal Year after Fiscal Year 2018-19 until the Services Special Tax rates are set in the RMA by the lesser of (i) the percentage change in CPI or some other acceptable index, or (ii) 5%; notwithstanding the foregoing, the Services Special Tax on commercial Taxable Parcels shall not be lower than $0.60 per square foot in Fiscal Year 2018-19 dollars, subject to escalation in each Fiscal Year after Fiscal Year 2018-19 until the Services Special Tax rates are set in the RMA by the lesser of (i) the percentage change in CPI or some other acceptable index, or (ii) 5% (the "**Base Services Special Tax Rate**").

(e) Escalation of Special Tax Rates. For the Facilities Special Tax, the RMA will provide for annual increases in the Facilities Special Tax rates of 2% annually. For the Services Special Tax, the RMA shall provide for annual increases that shall be the lesser of (i) the percentage change in CPI or some other acceptable index, or (ii) 5~~%; provided, however, that no escalation of the Services Special Tax shall occur until the July 1 immediately following the issuance of the first temporary certificate of occupancy for a Building in the CFD.~~%.

(f) Priority for Annual Levy of Facilities Special Taxes. The RMA will provide for the levy of Facilities Special Taxes at the maximum Facilities Special Tax rate beginning in the initial year of the levy and continuing for a period of time determined by the City. Thereafter, the City shall levy Facilities Special Taxes each remaining year of its term to fund debt service (not including capitalized interest), administrative costs, Qualified Project Costs, Ongoing Maintenance Costs (following the CFD Conversion Date), and, when authorized pursuant to Section 2.8, Additional Community Facilities to be financed by the CFD (collectively, the "**Facilities Special Tax Requirement**") according to the priorities set forth in the Indenture, until the Facilities Special Tax Requirement is fully satisfied. The RMA must reflect the priorities set forth below:

(i) First, Facilities Special Taxes will be levied on each Taxable Parcel of Developed Property up to the maximum Facilities Special Tax rate, regardless of whether City has issued CFD Bonds or the debt service requirements for any existing CFD Bonds, before applying any capitalized interest.

(ii) Second, to the extent the funds to be collected under clause (i) will not be sufficient to satisfy the Special Tax Requirement in full after application of any capitalized interest, Facilities Special Taxes will be levied proportionately on each Taxable Parcel of Undeveloped Property, up to one hundred percent (100%) of the applicable maximum Facilities Special Tax rate until the Special Tax Requirement (excluding amounts to fund Ongoing Maintenance Costs which may not be levied on Undeveloped Property) is satisfied.

(g) Use of Remainder Taxes.

(i) Developer and City contemplate that, within the CFD, Qualified Project Costs will be paid from Remainder Taxes both before and after the issuance of CFD Bonds for the CFD and after the final maturity of any CFD Bonds for the CFD. Accordingly, the RMA will provide that Remainder Taxes may be used to finance Qualified Project Costs and, following the CFD Conversion Date, Ongoing Maintenance Costs and Additional Community Facilities. Annually, on or before October 1 of each year, the City shall deposit Remainder Taxes in the Remainder Taxes Project Account for the CFD.

(ii) Prior to the CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account shall be applied to pay Qualified Project Costs. After the CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account shall be applied to finance Additional Community Facilities and Ongoing Maintenance Costs at the discretion of the City.

(h) No Pledge for Debt Service. Remainder Taxes deposited in the Remainder Taxes Project Account will not be deemed or construed to be pledged for payment of debt service on any CFD Bonds, and neither Developer nor any other Person will have the right to demand or require that City or Fiscal Agent, as applicable, use funds in the Remainder Taxes Project Account to pay debt service. Prior to the CFD Conversion Date, any amounts in the Remainder Taxes Project Account that are not needed to pay a requisition from the Developer that has been approved for reimbursement of Qualified Project Costs may be used by the City to pay debt service on any CFD Bonds, CFD administrative costs or replenish a debt service reserve account for any CFD Bonds.

(i) Prepayment. The RMA will include provisions allowing a property owner within the CFD that is not in default of its obligation to pay Facilities Special Taxes to prepay Facilities Special Taxes ~~in full or in part~~ based on a formula that will require payment of the property owner's anticipated total Facilities Special Tax obligation; provided~~.~~, however, the prepayment formula established in the RMA shall not adversely impact the financing of Ongoing Maintenance Services without the written consent of

the City. Prepaid Facilities Special Taxes will be placed in a segregated account in accordance with the applicable Indenture. The RMA and the Indenture will specify the use of prepaid Facilities Special Taxes. The Services Special Tax may not be prepaid.

(j) Affordable Housing. The RMA will (i) include provisions exempting parcels that contain 100% Affordable Units and (ii) establish reduced Project Special Tax rates for Inclusionary Units as determined by the Developer and the City.

~~(i)~~(k) Amendment to RMA. The RMA must be consistent with this Financing Plan. Nothing in this Financing Plan will prevent an amendment of the RMA for the CFD under its terms or under Change Proceedings as described in this Financing Plan.

~~(k)~~(l) Reducing Facilities Special Tax Rates Before Issuance of First Tranche CFD Bonds. The RMA shall contain a provision that allows Developer to request that the ~~Total Tax Obligation be recalculated and~~ Facilities Special Tax rates be reduced (subject to City consent, not to be reasonably withheld) before any First Tranche CFD Bonds are issued ~~so that the Total Tax Obligation does not exceed the Developer-Selected Percentage based on the actual or projected sales prices of Taxable Parcels at the time of recalculation~~, but only as long as such reduction does not reduce the Services Special Tax rates below the Base Services Special Tax Rate or the Facilities Special Tax rates below the Base Facilities Special Tax Rate. If expressly permitted and defined in the RMA, any such reduction of the Facilities Special Tax rates in the CFD may be done administratively without the vote of the qualified CFD electors before First Tranche CFD Bonds for the CFD are issued, but only as long as such reduction does not reduce the Facilities Special Tax rates below the Base Facilities Special Tax Rate. If expressly permitted and defined in the RMA, a reduction in one taxing category does not have to be proportionate to the reduction in any other taxing category (i.e., disproportionate reductions may be expressly allowed in the RMA). If the maximum Facilities Special Tax rate is permanently reduced, City will record timely an appropriate instrument in the Official Records.

2.4 Issuance of CFD Bonds

(a) Issuance. Subject to approval of the Board of Supervisors, City, on behalf of the CFD, intends to issue First Tranche CFD Bonds for purposes of this Financing Plan, but only upon the written request of the Developer. Developer may submit written requests that City issue First Tranche CFD Bonds, specifying requested issuance dates, amounts, and main financing terms. Following Developer's request, Developer and City will meet with City's public financing consultants to determine reasonable and appropriate issuance dates, amounts, and main financing terms that are consistent with this Financing Plan.

(b) Payment Dates. So that Remainder Taxes may be calculated on the same date for all CFD Bonds, each issue of CFD Bonds shall have interest payment dates of March 1 and September 1, with principal due on September 1.

(c) Value-to-Lien Ratio. The appraised or assessed value-to-lien ratio required for each First Tranche CFD Bond issue will be three to one (3:1), unless otherwise required by the CFD Act or the mutual agreement of Developer and City.

(d) Coverage Ratio. All First Tranche CFD Bonds will have a debt service coverage-ratio of one hundred ten percent (110%), unless otherwise agreed to by City and Developer.

(e) Term. Subject to Section 2.8, First Tranche CFD Bonds will have a term of not less than thirty (30) years and not more than forty (40) years unless Developer and City agree otherwise.

(f) Second Tranche CFD Bonds. After the CFD Conversion Date for the CFD, City has the right in its sole discretion to issue Second Tranche CFD Bonds in the CFD as set forth in this Financing Plan.

(g) Office of Public Finance. All City decisions regarding the issuance of CFD Bonds shall be made following consultation with the City's Office of Public Finance.

2.5 Use of Proceeds

(a) First Tranche CFD Bond Proceeds. Subject to Tax Laws, the CFD Act, and the CFD Goals, First Tranche CFD Bond proceeds will be used in the following order of priority: (i) to fund required reserves and pay costs of issuance; (ii) to fund capitalized interest amounts, if any is requested by the Developer; and (iii) to pay outstanding Qualified Project Costs and, when authorized pursuant to Section 2.8(b), outstanding Additional Community Facilities. Any First Tranche CFD Bond proceeds remaining after the deposits required by the preceding clauses (i) and (ii) will be deposited into the CFD Bonds Project Account as designated in the Indenture.

(b) Qualified Project Costs; Additional Community Facilities. By this Financing Plan, City pledges the proceeds of First Tranche CFD Bonds on deposit in CFD Bonds Project Accounts or as otherwise provided in the applicable Indenture and, subject to Sections 2.3(g), all Remainder Taxes on deposit in the Remainder Taxes Project Account to finance Qualified Project Costs and, when authorized pursuant to Section 2.8, Additional Community Facilities. In furtherance of this pledge, City shall levy Facilities Special Taxes in each Fiscal Year in strict accordance with the RMA and this Financing Plan.

(c) Priority of Proceeds Prior to CFD Conversion Date. Subject to Tax Laws and the CFD Act, prior to the CFD Conversion Date, the proceeds of First Tranche CFD Bonds and Remainder Taxes shall be applied for the following purposes in the following priority:

(i) Qualified Project Costs ~~and,~~ ;

~~(i)~~(ii) When authorized pursuant to Section 2.8(b), outstanding

Additional Community Facilities;

~~(ii)~~(iii) For repair and replacement of improvements that comprise Project Costs; and

~~(iii)~~(iv) To be held as a reserve for Additional Community Facilities.

(d) Prohibited Uses of Proceeds. Prior to the CFD Conversion Date, the proceeds of First Tranche CFD Bonds and Remainder Taxes shall not be used to finance all or any part of (i) 900 Innes, (ii) India Basin Shoreline Park, or (iii) any Ongoing Maintenance Services.

2.6 Miscellaneous CFD Provisions

(a) Change Proceedings. Subject to the limitations in this Financing Plan, Tax ~~Law~~Laws and the CFD Act, and so long as the proposed changes do not adversely affect the issuance or amount of Second Tranche CFD Bonds or the application, timing of receipt, or overall amount of Remainder Taxes to pay Additional Community Facilities pursuant to Section 2.8, City will not reject unreasonably Developer's request to conduct Change Proceedings under the CFD Act to: (i) make any changes to the RMA, including amending the rates and method of apportionment of Facilities Special Taxes (subject to maintaining the Base Special Tax Rates); (ii) increase or decrease the authorized bonded indebtedness limit within the CFD; (iii) annex property into the CFD; (iv) add additional public capital facilities for the Project; or (v) take other actions reasonably requested by Developer. For purposes of this Section 2.6(a), Developer acknowledges that any reduction in the Services Special Tax rates below the Base Services Special Tax Rates and any reduction in the Facilities Special Tax rates below the Base Facilities Special Tax Rates through Change Proceedings shall require the consent of City, which may be granted in its discretion. Except as set forth in the previous sentence, for purposes of this Section 2.6(a), City agrees that none of the following changes will be deemed to adversely affect the ability of City to issue Second Tranche CFD Bonds or apply the Remainder Taxes to Additional Community Facilities pursuant to Section 2.8: (x) increasing the Project Special Tax rates in an RMA for any land use classification; (y) increasing the authorized bonded indebtedness limit; and (z) authorizing the financing of additional public capital facilities for the Project.

(b) Maintaining Levy of CFD Financing. Under section 3 of article XIIIC of the California Constitution, voters may, under certain circumstances, vote to reduce or repeal the levy of special taxes in a community facilities district. However, Section 9 of article I of the California Constitution prohibits the passage of a law resulting in an impairment of contract. The purpose of this Section 2.6(b) is to give notice that: (i) the Development Agreement (including this Financing Plan) is a contract between Developer and the City; (ii) the financing of the Qualified Project Costs and the Additional Community Facilities through the application of CFD Bond proceeds (which are secured by Facilities Special Taxes) and Remainder Taxes is an essential part of the consideration for the Development Agreement; (iii) the financing of Ongoing

Maintenance Services through the application of Services Special Taxes is an essential part of the consideration for the Development Agreement; and (iv) any reduction in City's ability to levy and collect Project Special Taxes would materially impair the Development Agreement. To further preserve the Development Agreement, City agrees that: (y) until all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, it will not initiate or conduct proceedings under the CFD Act to reduce the Project Special Tax rates without Developer's written consent or if not otherwise legally compelled to do so (e.g., by a final order of a court of competent jurisdiction); and (z) if the voters adopt an initiative ordinance under section 3 of article XIIIC of the California Constitution that purports to reduce, repeal, or otherwise alter the Project Special Tax rates before all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, City will meet and confer with Developer to consider commencing and pursuing reasonable legal action to preserve City's ability to comply with this Financing Plan.

(c) Covenant to Foreclose. City will covenant with CFD bondholders to foreclose the lien of delinquent Facilities Special Taxes consistent with the general practice for community facilities districts in California and otherwise as determined by City in consultation with its underwriter or financial advisor for the CFD indebtedness and other consultants, subject to applicable laws.

(d) Reserve Fund Earnings. The Indenture for each issue of First Tranche CFD Bonds will provide that earnings on any reserve fund that are not then needed to replenish the reserve fund to the reserve requirement will be transferred to: (i) the CFD Bonds Project Account for allowed uses until it is closed in accordance with the Indenture; then (ii) the debt service fund held by the Fiscal Agent under the Indenture.

(e) Authorization of Reimbursements. City will take all actions necessary to satisfy section 53314.9 of the Government Code or any similar statute subsequently enacted to use First Tranche CFD Bond proceeds and Remainder Taxes to reimburse Developer for: (i) CFD formation and First Tranche CFD Bond issuance deposits; and (ii) advance funding of Qualified Project Costs.

(f) Material Changes to the CFD Act. If material changes to the CFD Act after the Reference Date make CFD Bonds or Facilities Special Taxes unavailable or severely impair their use as a source for financing the Qualified Project Costs or Additional Community Facilities or Services Special Taxes unavailable or severely impair their use as a source of financing for Ongoing Maintenance Services, City and Developer will negotiate in good faith as to a substitute public financing program equivalent in nature and function to CFDs.

(g) CFD Goals. Until the CFD Conversion Date for the CFD, the City shall not change or amend the CFD Goals as they apply to the CFD if such changes or amendments adversely impact the Project or are inconsistent with this Financing Plan unless such changes or amendments are required under the Mello-Roos Act or other

controlling State or federal law or, with respect to the CFD, as otherwise approved by Developer in its sole discretion.

(h) Private Placement of CFD Bonds. Subject to Board of Supervisors approval, upon Developer's written request, City shall consider CFD Bonds in a private placement to a small number of investors (which may include Developer and its Affiliates). In connection with any such private placement, City and the investors may agree upon terms regarding the security of the CFD Bonds other than as required by this Agreement, including, but not limited to, the 3:1 value-to-lien ratio of Section 2.4(c); provided, however, any CFD Bonds must have a required debt service coverage ~~-~~ratio of one hundred ten percent (110~~%)~~%), unless City ~~consents to~~and Developer agree in writing on a ~~lower amount~~different ratio. Consistent with the CFD Goals, the City will consider the appropriate categories of investors for any such CFD Bonds.

(i) No Credit Enhancement. So long as the value of property in the CFD is at least equal to the required value-to-lien ratio, the City shall not require the Developer or any property owner in the CFD to provide a letter of credit or other credit enhancement as security for the payment of the Facilities Special Taxes in the CFD.

(j) Acquisition and Reimbursement Agreement. Contemporaneously with the formation of the CFD, Developer and City will enter into the Acquisition and Reimbursement Agreement that will apply to the acquisition and construction of the authorized improvements for the CFD. The Acquisition and Reimbursement Agreement shall be structured so that it is automatically applicable to any financing by special taxes levied in, or CFD Bonds issued for, all phases of the Project, without requiring any modifications to the Acquisition and Reimbursement Agreement or any further approvals by the City. The Acquisition and Reimbursement Agreement shall contain an acknowledgment by the City and Developer as to the following:

(i) Developer may be constructing authorized improvements before CFD Bond proceeds and Remainder Taxes (herein, "**Funding Sources**") will be used to acquire them are available;

(ii) The City will inspect such improvements and process payment requests even if Funding Sources for the amount of pending payment requests are not then sufficient to satisfy them in full;

(iii) Authorized improvements may be conveyed to and accepted by the City or other Governmental Entity before the applicable payment requests are paid in full;

(iv) If the City or other Governmental Entity accepts authorized improvements before the applicable payment requests are paid in full, the unpaid balance will be paid when sufficient Funding Sources become available, and the Acquisition and Reimbursement Agreement will provide that the applicable payment requests for such improvements accepted by the City or other Governmental Entity may be paid: (A) in any number of installments as Funding Sources become available; and (B) irrespective of the

length of time payment is deferred; and

(v) Developer's conveyance or dedication of authorized improvements to the City or other Governmental Entity before the availability of Funding Sources to acquire such improvements is not a dedication or gift, or a waiver of Developer's right to payment of such improvements under this Financing Plan or the Acquisition and Reimbursement Agreement.

(k) No Other Land-Secured Financings. Except to the extent ~~required by law, other than the CFD~~permitted under Development Agreement Section 3.13, City shall not initiate the formation of any land-secured financing district involving the levy of special taxes or assessments ~~over any portion of the~~on property in the Project ~~without Developer's written consent which may be given in its sole discretion~~.

2.7 Ongoing Service Maintenance

(a) Baseline Maintenance Costs. The Parties agree that the Baseline Maintenance Costs shall be the sole responsibility of the City and shall not be paid for with Services Special Taxes without the consent of Developer during the term of the Development Agreement.

(b) Maintenance Budget. Not later than May 1 of each year following the Maintenance Commencement Date, City shall prepare a preliminary budget of the Estimated Maintenance Costs for the immediately succeeding Maintenance Period. The Estimated Maintenance Costs shall be determined by (i) estimating the costs of the Ongoing Maintenance Services to be incurred during the immediately succeeding Maintenance Period and (ii) subtracting (A) any funds and revenues that are received for maintenance purposes as determined by City, and (B) any funds on deposit in the Ongoing Maintenance Account that are not committed to the payment of Ongoing Maintenance Services during the current Maintenance Period.

(c) Delivery of Maintenance Budget. During the term of the Development Agreement, upon completion by City, the preliminary budget will promptly be delivered to Developer for review. Developer shall have fifteen (15) days to review and comment on the preliminary budget. City will duly evaluate and implement the reasonable suggestions made by Developer, and City shall distribute a final version of the budget to Developer (as finalized, the "**Maintenance Budget**"). The Maintenance Budget must be completed by no later than July 1 in any given year.

(d) Covenants. Developer agrees to establish covenants, conditions, and restrictions approved by the City, to be recorded in the Official Records before any portion of the Project Site is sold, obligating every owner of a Taxable Parcel in the Project Site to pay in perpetuity an amount equivalent to the Services Special Taxes if for any reason the CFD or its taxing powers are ever eliminated or reduced for any reason, including any vote of the qualified electors in the CFD.

2.8 CFD Limitations

(a) City and Developer agree that the CFD will be formed so that the proceeds of CFD Bonds and Remainder Taxes may be applied to accomplish, as applicable, the following ~~goals~~goal in the manner set forth in this Financing Plan: to finance (i) Qualified Project Costs; (ii) Additional Community Facilities; and (iii) Ongoing Maintenance Services. To accomplish ~~these goals~~this goal, and subject to the limitations set forth in this Section 2.8, and in light of the Base Special Tax Rates and the CFD Goals:

(i) the CFD will be authorized to finance the Qualified Project Costs, Ongoing Maintenance Services and the Additional Community Facilities;

(ii) ~~the~~ the City and Developer will mutually determine the term for levying Facilities Special Taxes ~~will~~ , but such term shall not be ~~established at no more~~less than 84 years from the first issuance of CFD Bonds in the CFD~~, or such higher amount agreed to by the City and Developer~~;

(iii) the amount of authorized bonded indebtedness will be established to allow the issuance of the First Tranche CFD Bonds to finance Qualified Project Costs and the Second Tranche CFD Bonds to finance Additional Community Facilities; and

(iv) the Services Special Taxes will be levied in perpetuity.

(b) Until the CFD Conversion Date, CFD Bonds will be issued exclusively to finance Qualified Project Costs unless Developer, in its sole discretion, consents in writing to the issuance of CFD Bonds for the CFD to finance Additional Community Facilities. After the CFD Conversion Date, City may issue CFD Bonds to finance Additional Community Facilities.

(c) City and Developer agree that, within the CFD, City shall not be obligated to issue First Tranche CFD Bonds (including refunding bonds) with a final maturity of later than the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds in the CFD without the approval of Board of Supervisors in its sole discretion. Unless City and Developer agree otherwise, any CFD Bonds issued to refund First Tranche CFD Bonds shall comply with applicable provisions of the CFD Act pursuant to which refunding bonds will not result in a reduction of the total authorized amount of the bonded indebtedness of the CFD and, in any event, the final maturity date of the refunding bonds shall not exceed the latest maturity date of the First Tranche CFD Bonds being refunded. The previous sentence shall not prevent the issuance of a series of First Tranche CFD Bonds for new money and refunding purposes, so long as the portion of the First Tranche CFD Bonds attributable to the refunding purpose meets the requirements of the previous sentence.

3. INTERPRETATION; DEFINITIONS

3.1 Interpretation of Agreement

(a) Development Agreement. This Financing Plan is a part of the Development Agreement and is subject to all of its general terms, including the rules of interpretation.

(b) Inconsistent Provisions. Developer and City intend for this Financing Plan to prevail over any inconsistent provisions relating to the financing structure for the Project and their respective financing-related obligations in any other document related to the Project.

3.2 Defined Terms

(a) Definitions. The following terms have the meanings given to them below or are defined where indicated.

"**100% Affordable Units**" is defined in the Housing Plan.

"**Acquisition and Reimbursement Agreement**" means the agreement between Developer and City governing the terms of City's acquisition of authorized improvements and reimbursement of Qualified Project Costs, as the same may be modified or amended from time to time.

"**Additional Community Facilities**" means any public facilities that benefit or serve the Project Site and that may be financed by the City with Second Tranche CFD Bonds and Remainder Taxes under applicable law and in the manner set forth in this Financing Plan, including Future Sea Level Rise Improvements.

"**Affiliate**" is defined in the Development Agreement.

"**Base Facilities Special Tax ~~Rate~~" ~~is defined~~Rates**" means, collectively, after considering the Base Services Special Tax Rates, the minimum Facilities Special Tax Rates that do not violate the limits described in Section 2.3(d)(~~iv~~i)(A), Section 2.3(d)(i)(B) and Section 2.3(d)(i)(C).

"**Base Services Special Tax Rate**" is defined in Section 2.3(d)(ii).

"**Base Special Tax Rates**" means, collectively, the Base Facilities Special Tax Rate and the Base Services Special Tax Rate.

"**Baseline Maintenance Costs**" means the costs to provide maintenance services to the City Maintained Facilities consistent with City custom for similar facilities throughout the City.

"**Board of Supervisors**" is defined in the Development Agreement.

"**Building**" means any structure to be constructed within the CFD~~, including structures~~ that ~~contain~~contains Taxable Parcels~~, commercial, industrial, science and technology, research and development, and office uses~~.

"**CFD**" means a community facilities district formed over all of the Project Site that is established under the CFD Act to finance Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services.

"**CFD Act**" means the San Francisco Special Tax Financing Law (Admin. Code ch. 43, art. X), which incorporates the Mello-Roos Act, as amended from time to time.

"**CFD Bonds**" means one or more series of bonds (including refunding bonds) secured by the levy of Facilities Special Taxes in the CFD, including First Tranche CFD Bonds and Second Tranche CFD Bonds.

"**CFD Bonds Project Account**" means the funds or accounts, however denominated, held by the Fiscal Agent under an Indenture containing the CFD Bond proceeds to be used to finance Qualified Project Costs and, when authorized pursuant to Section 2.8, Additional Community Facilities.

"**CFD Conversion Date**" means the earliest to occur of (i) the date that all Qualified Project Costs have been paid or reimbursed to Developer for the Project as a whole, or (ii) the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds in the CFD.

"**CFD Goals**" the Local Goals and Policies for Community Facilities Districts, approved by Board of Supervisors Resolution No. 387-09 in effect on the Reference Date, and, subject to Section 2.6(g), as amended from time to time.

"**CFD Maintained Facilities**" means the following facilities identified on the Maintenance Matrix ~~as being~~to be maintained by the Services Special Tax~~.~~: 900 Innes Avenue; India Basin Shoreline Park; India Basin Open Space; and the Big Green.

"**Change Proceedings**" means proceedings under section 53332 of the Mello-Roos Act initiated by Developer's petition.

"**City**" means the City and County of San Francisco.

"**City Maintained Facilities**" means the facilities identified on the Maintenance Matrix as being maintained by the City or other Governmental Entity.

"**Development Agreement**" means the Development Agreement by and between City and Developer relative to the India Basin Project.

"**Developed Property**" means, for both the Facilities Special Tax and the Services Special Tax, in any Fiscal Year, an assessor's parcel of Taxable Property ~~for which a temporary certificate of occupancy has been issued on or before June 30 of the preceding Fiscal Year~~on which there will be new development under the Development Agreement for which a certificate of occupancy has been issued on or before June 30 of the

preceding Fiscal Year. A certificate of occupancy means the first certificate, including any temporary certificate of occupancy, issued by the City confirming that all or a portion of a building can be occupied for residential or non-residential use. A certificate of occupancy following rehabilitation, relocation, or other work not constituting permanent new development under the Development Agreement shall not be included.

"**Developer**" is defined in the Development Agreement.

"**Developer-Selected Rates**" has the meaning given that term in Section 2.3(d)(i).

"**Estimated Maintenance Cost**" means the estimated costs of the Ongoing Maintenance Services for a Maintenance Period, as determined pursuant to Section 2.7(a).

"**Exempt Parcel**" means ~~the~~ Public Property and Parcel OS1. Exempt Parcel does not include an assessor's parcel that, immediately prior to the acquisition by City or other Governmental Entity, was a Taxable Parcel that City or any other Governmental Entity acquires by gift, devise, negotiated transaction, or foreclosure (including by way of credit bidding), or an assessor's parcel that, immediately prior to the acquisition by City, was a Taxable Parcel that City acquires under any right of reverter.

"**Facilities Special Tax**" means a special tax levied under the RMA that will be used to finance Qualified Project Costs and, following the CFD Conversion Date, Additional Community Facilities and Ongoing Maintenance Services, or to secure CFD Bonds the proceeds of which are used to finance Qualified Project Costs and Additional Community Facilities, including all delinquent Facilities Special Taxes collected at any time by payment or through foreclosure proceeds.

"**Financing Plan**" means this Financing Plan.

"**First Tranche**" means one or more series of CFD Bonds (including refunding bonds) issued prior to the CFD Conversion Date and secured by the levy of Facilities Special Taxes in the CFD.

"**Fiscal Agent**" means the fiscal agent or trustee under an Indenture.

"**Fiscal Year**" means the period commencing on July 1 of any year and ending on the following June 30.

"**Funding Sources**" is defined in Section 2.6(j).

"**Future Sea Level Rise Improvements**" means future improvements deemed necessary or appropriate by City to ensure that the shoreline, public facilities, and public access improvements will be protected should sea level rise at or near the Project Site.

"**Governmental Entity**" is defined in the Development Agreement.

"**Housing Plan**" means the housing plan attached as Exhibit H to the Development Agreement.

"**Inclusionary Units**" is defined in the Housing Plan.

"**Indenture**" means one or more indentures, trust agreements, fiscal agent agreements, financing agreements, or other documents containing the terms of any indebtedness that is secured by a pledge of and to be paid from Facilities Special Taxes.

"**Maintenance Budget**" is defined in Section 2.7(b).

"**Maintenance Commencement Date**" means the date that the first vertical development within the Project Site is Completed.

"**Maintenance Matrix**" means the India Basin Improvement Matrix agreed to the Parties before final formation of the CFD. A preliminary form of the Maintenance Matrix is attached to this Financing Plan as ~~Exhibit~~Schedule A.

"**Maintenance Period**" means, in each year, the one-year period commencing July 1 and ending on June 30.

"**Mello-Roos Act**" means the Mello-Roos Community Facilities Act of 1982 (Cal. Gov't Code §§ 53311-53368), as amended from time to time.

"**Official Records**" is defined in the Development Agreement.

"**Ongoing Maintenance Account**" means a separate account created by City and maintained by City to hold all Services Special Taxes and, following the CFD Conversion Date, any Facilities Special Taxes, collected from the CFD to be used for financing Ongoing Maintenance Services during the applicable Maintenance Period, or to fund service reserves for future repair and replacement that are part of the normal maintenance operations.

"**Ongoing Maintenance Services**" means services relating to the operation and maintenance of the CFD Maintained Facilities. Ongoing Maintenance Services may include grants or contracts for job training and apprenticeship programs for operation and maintenance services of CFD Maintained Facilities, including landscaping, sustainability and building maintenance.

"**Parcel OS1**" means the parcel or parcels that will contain the Public Market, as currently shown on the Conceptual Phasing Plan for the Project as OS1.

"**Person**" is defined in the Development Agreement.

"**Principal Payment Date**" means, (i) if CFD Bonds have not yet been issued for the CFD, September 1 of each year, and (ii) if CFD Bonds have been issued for the CFD, the calendar date on which principal or sinking fund payments on the CFD Bonds are, in

any year, payable (for example, if the principal amount of CFD Bonds are payable on September 1, the Principal Payment Date shall be September 1, regardless of whether principal payments are actually due in any particular year).

"**Project**" is defined in the Development Agreement.

"**Project Costs**" means the hard and soft costs of the following improvements: ~~**[NTD: discuss CFD financing of privately-owned improvements]**~~

a. Public Streets (Griffith Street, New Hudson Avenue, Arelious Walker Drive, Earl Street, Beach Lane, Fairfax Lane, and Spring Plan)
b. All public and private utilities on the Project Site (including, but not limited to the stormwater treatment facilities and outfall, decentralized non-potable water reuse system, storm drain, domestic water, non-potable water, and joint trench facilities including sanitary sewer mains).
c. Public Open Space located within the 700 Innes Property (Big Green) and India Basin Open Space (including, but not limited to wetland enhancement, perched beach, boardwalk, and recreation areas).
d. Transitional Open Spaces – Privately owned, publicly accessible open spaces (including but not limited to Cove Terrace, Earl Path, Town Triangle, Transit Plaza, and East Shoreline)
e. ~~Internal~~ Privately-owned publicly accessible open spaces (including plazas pathways and stairs)
f. Innes Avenue street and intersection improvement between Griffith and Earl Streets.

"**Project Site**" is defined in the Development Agreement.

"**Project Special Taxes**" means, collectively, the Facilities Special Taxes and the Services Special Taxes in the CFD.

"**Public Property**" is defined in the Development Agreement.

"**Qualified**" when used in reference to Project Costs means the Project Costs and other authorized capital public facility costs, each to the extent authorized to be financed under the CFD Act, Tax Laws (if applicable), and this Financing Plan.

"**Reference Date**" is defined in the Development Agreement.

"**Remainder Taxes**" means, in each year, as of the day following the Principal Payment Date for the CFD, all Facilities Special Taxes collected prior to such date in the CFD in excess of the total of: (a) debt service on the outstanding CFD Bonds for the CFD due in the current calendar year, if any; (b) priority and any other reasonable administrative costs for the CFD payable in that Fiscal Year; (c) amounts levied to replenish the applicable reserve fund as of the Principal Payment Date, including amounts

reserved for reasonable anticipated delinquencies, if any, and (d) amounts needed to pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support and rebate payments on the Bonds.

"**Remainder Taxes Project Account**" is a separate account created by or on behalf of City for the CFD and maintained by or on behalf of City to hold all Remainder Taxes for the CFD to be used as set forth in this Financing Plan.

"**RMA**" means the rate and method of apportionment of special taxes for the CFD, adopted in accordance with the CFD Act.

"**Second Tranche**" means one or more series of CFD Bonds issued after the CFD Conversion Date and secured by the levy of Facilities Special Taxes in the CFD.

"**Special Tax Requirement**" is defined in Section 2.3(f).

"**Services Special Tax**" means a special tax levied in perpetuity under the RMA that will be used to finance Ongoing Maintenance Services, including all delinquent Services Special Taxes collected at any time by payment or through foreclosure proceedings. The Services Special Tax may be levied on Developed Property only.

"**State**" is defined in the Development Agreement.

"**Tax Laws**" means the Internal Revenue Code of 1986, as amended, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under said Internal Revenue Code.

"**Taxable Parcel**" means a lot or parcel within the CFD shown on an assessor's parcel map with an assigned assessor's parcel number that is not an Exempt Parcel.

~~"**Transitional Open Spaces**" has the meaning set forth in the Development Agreement.~~

"**Total Tax Obligation**" means, with respect to a Taxable Parcel at the time of calculation, the sum of: (a) the ad valorem taxes, charges, fees actually levied or projected to be levied on the County tax roll if the Taxable Parcel were developed at the time of calculation; (b) the Project Special Tax Rates levied or projected to be levied if the Taxable Parcel were developed at the time of calculation; (c) all installments of special assessments if the Taxable Parcel were developed at the time of calculation; and (d) all other special taxes (based on assigned special tax rates) or assessments secured by a lien on the Taxable Parcel levied or projected to be levied if the Taxable Parcel were developed at the time of calculation.

"**Transitional Open Spaces**" has the meaning set forth in the Development Agreement.

"**Undeveloped Property**" means, in any Fiscal Year, Taxable Parcels in the CFD that are not Developed Property.

~~EXHIBIT~~Schedule A

MAINTENANCE MATRIX

~~8.14.18 draft~~

DA EXHIBIT Q

TRANSPORTATION EXHIBIT

to

DEVELOPMENT AGREEMENT

(700 Innes Avenue, or India Basin)

EXHIBIT Q

TRANSPORTATION EXHIBIT

This Transportation Exhibit to the Development Agreement (DA) outlines the Project's transportation commitments in five areas: (i) the Transportation Plan, (ii) transportation demand management, (iii) parking-garage consultation, (iv) transit-only lanes, and (v) Transportation Fees.

I. Transportation Plan

The City and Developer will follow the India Basin Transportation Plan, which is attached to this Exhibit Q as Schedule O-1, as amended from time to time by the mutual consent of the Parties.

II. Transportation Demand Management Plan

Developer shall implement a Transportation Demand Management (TDM) Plan in compliance with EIR Mitigation Measure M-AQ-1f, as set forth in the MMRP. The MMRP is attached to this Exhibit Q as Schedule O-2. In accordance with the Transportation Plan and instead of the 15% reduction required as part of EIR Mitigation Measure M-AQ-1f, Developer agrees to reduce the number of aggregate daily one-way vehicle trips by 20% (the "reduction goal") for all Buildings that have received a certificate of occupancy and that are at least 75 percent occupied, relative to the aggregate daily, one-way vehicle trips anticipated for those Buildings based on the trip generation rates contained within the Transportation Impact Study dated July 2017 and the Supplement to the Transportation Impact Study, dated April 27, 2018, (together, the "Final Transportation Impact Study") as calculated before the imposition of the TDM measure.

Developer must obtain the Planning Department's approval of the TDM Plan before Developer submits its site permit application for the first Building on the Project Site. Developer shall implement the TDM Plan for each Building on the Project Site upon the issuance of the certificate of occupancy for that Building.

Developer shall comply with its obligations under the TDM Plan throughout the life of the Project or variant. The Developer that is responsible for the Completion of the Infrastructure (other than the Transferable Infrastructure) in each Development Phase shall monitor, submit monitoring reports, and adjust the TDM Plan if the reduction goal is not being achieved, as described in the Transportation Plan. TDM Plan monitoring and reporting, and any required TDM Plan adjustments shall be carried out in accordance with EIR Mitigation Measure M-AQ-1f. Each Developer must comply with the TDM Plan, as amended from time to time.

Upon the earlier of (i) the expiration of the Development Agreement, or (ii) the date the Planning Department determines the reduction goal has been met for up to eight consecutive reporting periods (subject to Developer's right to satisfy the reduction goal through payment of the offset fee, as set forth in EIR Mitigation Measure M-AQ-1f), Developer shall submit the TDM Plan to the Zoning Administrator to order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the Project Site. In accordance with EIR Mitigation Measure M-AQ-1f, the final TDM Plan shall be either (a) the TDM Plan that met the reduction goal for eight consecutive reporting periods; or (b) if the Developer has paid an additional offset fee, the TDM Plan that achieved the highest reduction goal for any reporting period. This Notice shall include the Project's final TDM Plan and detailed descriptions of each TDM measure. Any apportionment of any offset fee among Developers will be made by the monitoring and reporting Developer as provided above.

The final TDM Plan shall be enforceable through the Notice of Violation procedures in the Planning Code, or any other applicable provision of law. The Zoning Administrator shall retain the discretion to determine what constitutes a separate violation under the Planning Code. The

Planning Code procedures related to such violations set forth in Section 176 shall apply, except that the Zoning Administrator shall have discretion to impose a maximum penalty of up to $250 per violation. If the submittal of monitoring reports is no longer required in accordance with Mitigation Measure M-AQ-1f, the provisions of Planning Code Section 169.5(b) shall apply.

III. Parking-Garage Consultations

(a) Parking and TDM Report. No less than ~~three months~~ninety (90) days before submitting to the Planning Department a Development Phase Application for the first Development Phase of the Project that includes a parking garage, and no less than one hundred twenty (120) days before submitting to the Planning Department a Development Phase Application for any subsequent Development Phase of the Project that includes a parking garage, Developer shall submit to the Planning Director, with copies provided to the Director of Transportation, a Parking and TDM Report that contains the following information:

(i) the status of vertical build-out in prior Development Phases of the Project;

(ii) a summary of the TDM Plan's implementation, including progress towards achieving the reduction goal (defined in Section II, above), proposals to improve or adjust the TDM Plan towards achievement of the reduction goal, if and when required in accordance with EIR Mitigation Measure M-AQ-1f , and the current inventory of parking available on the Project Site;

(iii) descriptions of current transit services and any transit service changes budgeted for implementation by the anticipated date of occupancy for the proposed Development Phase;

(iv) a conceptual analysis of the parking garage(s), including the expected capacity of the garage(s) at completion, a discussion of any features of the design(s) that would allow for adaptability of portions of the garage(s) to other uses (e.g., housing, retail, office), and any plans for future adaptation to other uses;

(v) a description of how the information presented within the Parking and TDM Report is reflected in the Development Phase Application.

(b) Parking and TDM Recommendations.

(i) The Planning Director and the Director of Transportation will have 45 days after their receipt of the Parking and TDM Report to provide to Developer written recommendations regarding TDM and the development, operations, or management of the proposed parking garage.

(ii) Developer shall meet and confer with the Director of Planning and Director of Transportation within 15 days, of Developer's receipt of their written recommendations.

(iii) Developer shall make commercially reasonable efforts to incorporate the written recommendations of the Director of Planning and Director of Transportation; provided, however, that Developer shall have no obligation to adjust its TDM Plan unless

adjustments are required pursuant to EIR Mitigation Measure M-AQ-1f . Developer shall respond to their written recommendations with a document that includes:

(1) the manner in which Developer will incorporate accepted recommendations into the TDM Plan (if applicable) or the development, operations, or management of the parking garage; and

(2) a reasoned narrative setting forth the reasons it did not accept any parking and TDM recommendations.

IV. Transit-Only Lanes

In accordance with EIR Mitigation Measure M-C-TR-2, Developer shall pay to the SFMTA Developer's fair share portion of the costs to design and construct one of the two travel lanes in each direction of the Evans Avenue–Hunters Point Boulevard–Innes Avenue–Donohue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections.

SFMTA may request Developer's fair share portion when reasonably required to meet the Mitigation Schedule for EIR Mitigation Measure M-C-TR-2 so as to prevent the degradation of transit service and travel time along the corridor and in any event no earlier than the date that the first resident has moved into a new residential unit on the Project Site. The SFMTA will make this determination based on its monitoring of transit service and travel time along the corridor.

Once the SFMTA makes this determination, the SFMTA will alert and invoice Developer an estimate of its fair share portion, determined in accordance with M-C-TR-2, and Developer shall pay this amount to the SFMTA within sixty (60) days of receiving the invoice. Developer shall pay the SFMTA any additional funds required to cover Developer's fair share portion, determined in accordance with M-C-TR-2, within sixty (60) days of receiving the SFMTA's invoice showing its final cost to design and construct the transit-only lanes. If Developer's fair share portion of the cost to complete the transit-only lanes is less than the estimate initially paid by Developer, the SFMTA will refund Developer the difference.

V. Transportation Fee.

Developer shall pay to the SFMTA a Transportation Fee as set forth in Exhibit U (Applicable Impact Fees and Exactions) to the DA.

SCHEDULE Q-1

INDIA BASIN TRANSPORTATION PLAN

[see attached]

SCHEDULE Q-2

MMRP

[see attached]

Document comparison by Workshare Professional on Friday, September 21, 2018 10:12:07 AM

Input:	
Document 1 ID	file://N:/SPCLPROJ/SHARED/ECHAUVET/India Basin/Transportation Exhibit & Plan/8.14.18 Transportation.doc
Description	8.14.18 Transportation
Document 2 ID	file://N:/SPCLPROJ/SHARED/ECHAUVET/India Basin/Transportation Exhibit & Plan/9.20.18 Transportation.doc
Description	9.20.18 Transportation
Rendering set	Standard

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Split/Merged cell	
Padding cell	

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Moved to	0
Style change	0
Format changed	0
Total changes	4

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SUBMITTED AT PRESENT

EXHIBIT H TO DEVELOPMENT AGREEMENT

HOUSING PLAN

(INDIA BASIN)

TABLE OF CONTENTS

		Page
1.	DEFINITIONS	1
2.	HOUSING DEVELOPMENT	4
2.1.	Residential Development at Full Build-Out	4
2.2.	Interim Residential Development	4
2.3.	Failure to Achieve Interim Requirements	5
2.4.	Development Process	6
3.	100% AFFORDABLE HOUSING PARCELS	7
3.1.	Conveyance to Affordable Housing Developer	7
3.2.	Affordable Housing Conveyance Agreement	7
3.3.	Credit for 100% Affordable Units	8
3.4.	No Other Developer Obligations	8
4.	INCLUSIONARY HOUSING REQUIREMENTS	8
4.1.	Market-Rate Projects	8
4.2.	Financing	8
4.3.	Credit for Inclusionary Units	8
4.4.	Procedures for Monitoring and Enforcement	8
4.5.	Marketing	9
4.6.	Planning Code Section 415	10
4.7.	Outreach	10
5.	INDIA BASIN AFFORDABLE HOUSING FEE	10
5.1.	Payment of India Basin Affordable Housing In-Lieu Fee	10
5.2.	Calculation of Fee	10
5.3.	Payment of Fee	11
5.4.	Use of Fees	11
6.	PARKING REQUIREMENTS	11
6.1.	Parking Charge	11
7.	MISCELLANEOUS	11
7.1.	Third-Party Beneficiaries	11
7.2.	Notices to MOHCD	11

SUMMARY

This Affordable Housing Plan (also referred to as the Housing Plan in the Development Agreement) is to ensure that at least 25% of all Residential Units built for the Project are affordable. Developer shall satisfy this requirement in any combination of the following options: (1) by conveying up to three (3) Development Parcels, at no cost, to an affordable housing developer for the construction of up to one hundred eighty (180) 100% Affordable Units; (2) by constructing on-site Inclusionary Units within Market-Rate Projects; and (3) by paying the India Basin Affordable Housing In-Lieu Fee on up to 300 Market-Rate Residential Units (which will, if paid on 300 Market-Rate Residential Units, be considered the equivalent of 75 Inclusionary Units as described below) . In recognition of the phased development of the Project, this Affordable Housing Plan requires that interim milestones be met before issuance of every 250th Temporary Certificate of Occupancy for a Residential Unit (or Building containing such Residential Unit) within the Project Site.

In addition, this Affordable Housing Plan establishes maximum affordability levels for 100% Affordable Units and Inclusionary Units. At each of the interim milestones and upon full build out of the Project Site, (1) the rental rate for the affordable Rental Units must not exceed, on average, a rate that is affordable to households earning one hundred ten percent (110%) of AMI, and (2) the purchase price for the affordable For Sale Units must not exceed, on average, an amount that is affordable to households earning one hundred twenty percent (120%) of AMI.

All in lieu fees generated by the Project Site will be applied by MOHCD to affordable housing in Supervisorial District 10.

1. DEFINITIONS.

The following terms in this Housing Plan have the meanings given to them below. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Affordable Housing Plan.

"**100% Affordable Housing Parcel**" means a Development Parcel that Developer elects to convey to an Affordable Housing Developer for construction of a 100% Affordable Housing Project.

"**100% Affordable Housing Project**" means the building that an Affordable Housing Developer builds on a 100% Affordable Housing Parcel in which all of the Residential Units are restricted to an Affordable Housing Cost, with the exception of the manager's unit. The inclusion of associated and ancillary uses, such as ground floor retail, child care, social services, parking, or other tenant-serving uses will not affect the designation of the building as an Affordable Housing Project.

"**100% Affordable Units**" means the Residential Units restricted to an Affordable Housing Cost and located within a 100% Affordable Housing Building. All of the requirements in this Affordable Housing Plan that apply to Inclusionary Units shall apply to the 100% Affordable Units, with the exception that they will not be located within a Market-Rate Project.

"**4% LIHTC**" means tax credits available for affordable housing development under the Tax Code.

"**Affordable Housing Conveyance Agreement**" is defined in Subsection 3.2 (Affordable Housing Conveyance Agreement).

"**Affordable Housing Cost**" means (a) with respect to a Rental Unit, a monthly rental charge (including the Utility Allowance applicable to the Household Size of such Rental Unit but excluding Parking Charges) that does not exceed thirty percent (30%) of the maximum Area Median Income percentage permitted for the applicable type of Residential Unit, based upon Household Size; and

(b) with respect to a For-Sale Residential Unit, a purchase price based upon (i) the AMI restriction applicable to such For-Sale Residential Unit, (ii) total payment of no more than thirty-three percent (33%) of gross monthly income, including payments for taxes, insurance, homeowner or association's fees and related costs, (iii) a mortgage interest rate that is the ten (10) year rolling average of 30-year interest rate data provided by Freddie Mac, and (iv) a ten percent (10%) down payment assumption. An Affordable Housing Cost will not exceed an amount that is twenty percent (20%) below the average rental charge or sales price for market-rate units within Supervisorial District 10. The methodology for determining Affordable Housing Cost shall be as set forth in the MOHCD Manual, as updated from time to time, except to the extent it conflicts with the above definition.

"**Affordable Housing Developer**" means a qualified developer selected by Developer and reasonably approved by MOHCD to develop an 100% Affordable Housing Parcel.

"**AMI**" or "**Area Median Income**" when used in reference to Inclusionary Units and 100% Affordable Units means the current unadjusted median income for the San Francisco area as published by HUD, adjusted solely for Household Size. If HUD ceases to publish the AMI data for San Francisco for eighteen (18) months or more, MOHCD and Developer will make good faith efforts to agree on other publicly available and credible substitute data for AMI.

"**Deferral Surcharge**" is defined in Subsection 6.3 (Payment of Fee).

"**Development Parcel**" means a Market-Rate Parcel or a 100% Affordable Housing Parcel.

"**Final Affordable Percentage**" is defined in Subsection 2.1(b) (Final Affordable Percentage).

"**Final Completion of all Residential Projects**" means the date that a Temporary Certificate of Occupancy has been issued for all Residential Units to be developed on the Project Site under the Development Agreement, covering all Development Parcels.

"**Final Requirements**" means the Final Affordable Percentage is met, at the Maximum Average AMI and the Maximum Individual AMI, at the Completion of the 1,250th all Residential Unit and at all times thereafter.

"**First Construction Document**" means the first building permit or site permit and addendum for Buildings that authorizes its construction to begin, and expressly excluding any construction permit for site preparation (*e.g.*, demolition or relocation of existing structures, excavation and removal of contaminated soils, fill, grading, soil compaction and stabilization, and construction fencing and other security measures).

"**For-Rent**" or "**Rental Unit**" means a Residential Unit that is not a For Sale Unit."**For-Sale**" or "**Sale Unit**" means a Residential Unit that is intended at the time of completion of construction to be offered for sale, e.g., as a condominium, for individual unit ownership, and then is sold to an individual or household.

"**household**" means one or more related or unrelated individuals who live together in a Residential Unit as their primary dwelling.

"**Household Size**" means the number of persons in a household occupying a Residential Unit as calculated under the MOHCD Manual.

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

"**In Lieu Fee Credit**" is defined in Section 5.2(a) (Calculation and Timing of Fee).

"**Inclusionary Unit**" means a Residential Unit constructed in a Market-Rate Project with a Restrictive Covenant that (i) for a Rental Unit, is restricted to an Affordable Housing Cost not exceeding an AMI that, when averaged with the For-Rent 100% Affordable Units and other For-Rent Inclusionary

Units does not exceed the Maximum Average AMI for Rental Units, and (ii) for a For Sale Unit, is restricted to an Affordable Housing Cost not exceeding an AMI that, when averaged with For-Sale 100% Affordable Units and other For-Sale Inclusionary Units, does not exceed the Maximum Average AMI for For-Sale Units.

"**India Basin Affordable Housing In-Lieu Fee**" is defined in Subsection 5.1 (Payment of India Basin Affordable Housing In-Lieu Fee).

"**Interim Affordable Housing Construction Deadline**" is defined in Subsection 3.2(c) (Affordable Housing Conveyance Agreement).

"**Interim Affordable Percentage**" is defined in Subsection 2.2(b)(i) (Required Interim Threshold).

"**Interim Measurement Date**" is defined in Subsection 2.2(b) (Required Interim Threshold).

"**Interim Requirements**" means that the Interim Affordable Percentage and the applicable Maximum Average AMI requirements of Section 2.2 are satisfied on each Interim Measurement Date.

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

"**Market-Rate Parcel**" means a Development Parcel other than a 100% Affordable Housing Parcel on which development of residential use is permitted.

"**Market-Rate Project**" means a Residential Project constructed by Developer that contains Market-Rate Units, and potentially Inclusionary Units, and may include other uses permitted under the SUD.

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

"**Market-Rate Unit**" means any Residential Unit constructed within the Project Site that is not subject to affordability restrictions under this Affordable Housing Plan.

"**Marketing and Operations Guidelines**" is defined in Subsection 5.5(a) (Generally).

"**Maximum Affordable Housing AMI**" is defined in Subsection 3.2(d) (Affordable Housing Conveyance Agreement).

"**Maximum Average AMI**" is defined in Subsection 2.1(b) (Final Affordable Percentage and Affordability Levels).

"**Minimum 100% Affordable Units**" is defined in Subsection 3.2(c) (Affordable Housing Conveyance Agreement).

"**Maximum Individual AMI**" means the maximum AMI levels described in Section 2.1(b).

"**MOHCD Manual**" is defined in Subsection 5.4(a) (Procedures for Monitoring and Enforcement).

"**Parking Space**" means a parking space constructed by or on behalf of Developer or an Affordable Housing Developer.

"**Residential Project**" means any Building that includes Residential Units.

"**Residential Unit**" means a room or suite of two or more rooms that is designed for residential occupancy for 32 consecutive days or more, including provisions for sleeping, eating and sanitation, for not more than one family.

"**Restrictive Covenant**" means a recorded document permanently encumbering a Market-Rate Project or a 100% Affordable Housing Project that (i) for Market-Rate Project, specifies the number and location of Inclusionary Units and required affordability levels in accordance with this Affordable Housing Plan, and (ii) for a 100% Affordable Housing Project, specifies that all of the Residential Units (other than the manager's unit) are restricted to an Affordable Housing Cost. The form of the

Restrictive Covenants shall generally be consistent with the forms used by MOHCD under Section 415, with such modifications (i) as needed to conform to this Affordable Housing Plan, and (ii) to limit the term and to make other adjustments as needed for any Inclusionary Units or 100% Affordable Units that are financed with 4% LIHTC. Any other material deviations from MOHCD's forms will be subject to MOHCD's review and approval.

"**Section 415**" means the City's Inclusionary Affordable Housing Program (Planning Code sections 415 and 415.1 through 415.11), as amended from time to time.

"**Substantially Completed**" means, with respect to any Residential Unit a Temporary Certificate of Occupancy has been issued for such Residential Unit.

"**Utility Allowance**" means a dollar amount determined in a manner acceptable to the California Tax Credit Allocation Committee, which may include an amount published periodically by the San Francisco Housing Authority or successor based on standards established by HUD, for the cost of basic utilities for households, adjusted for Household Size. If both the San Francisco Housing Authority and HUD cease publishing a Utility Allowance, then Developer may use another publicly available and credible dollar amount approved by MOHCD.

2. HOUSING DEVELOPMENT

2.1. Residential Development at Full Build-Out.

(a) Total Residential Units. The maximum number of Residential Units permitted on the Project Site is one thousand five hundred seventy-five (1,575) Residential Units.

(b) Final Affordable Percentage and Affordability Levels. Upon Final Completion of all Residential Projects, (i) the sum of the Inclusionary Units, the 100% Affordable Units and the In Lieu Fee Credits equals or exceeds twenty-five percent (25%) of the total number of Residential Units constructed on the Project Site (the "**Final Affordable Percentage**"), (ii) for Rental Units, the 100% Affordable Units and Inclusionary Units, taken together, are restricted, on average, at an Affordable Housing Cost that does not exceed one hundred ten percent (110%) of AMI, and (iii) for For-Sale Units, the 100% Affordable Units and Inclusionary Units, taken together, are restricted, on average, at an Affordable Housing Cost that does not exceed one hundred twenty (120%) of AMI (clauses (ii) and (iii), in either case, the "**Maximum Average AMI**"). In addition: (A) at least five percent (5%) of the 100% Affordable Units and Inclusionary Units constructed on the Project Site shall be restricted at an Affordable Housing Cost that does not exceed fifty-five percent (55%) of AMI; (B) no more than five percent (5%) of the 100% Affordable Units and Inclusionary Units constructed on the Project Site (not including the units in clauses (A) and (C)) shall be restricted at an Affordable Housing Cost that does not exceed one hundred forty percent (140%) of AMI; and (C) the remaining the 100% Affordable Units and Inclusionary Units constructed on the Project Site shall be restricted at an Affordable Housing Cost between eighty percent (80%) and one hundred twenty percent (120%) of AMI (the above clauses (A), (B) and (C) are collectively referred to as the "**Maximum Individual AMI**").

(c) All Residential Units with a Temporary Certificate of Occupancy shall be counted toward the "total number of Residential Units constructed on the Project Site" for purposes of calculating the Interim Affordable Percentage and the Final Affordable Percentage, as applicable. All Inclusionary Units and 100% Affordable Units will be counted for purposes of calculating the Maximum Average AMI at each Interim Measurement Date and at Final Completion of all Residential Projects.

2.2. Interim Residential Development.

(a) Phasing Effect. The Parties understand that, in connection with the Project phasing, Developer will have flexibility in assigning affordability restrictions and permitting payment

of the India Basin Affordable Housing In Lieu Fee on Development Parcels, so long as the Interim Requirements and the Final Requirements are satisfied.

(b) Interim Requirements. Upon the issuance of a Temporary Certificate of Occupancy for the Residential Units described in Table 2.2(b) below (each, an "**Interim Measurement Date**"):

(i) The sum of the Inclusionary Units, 100% Affordable Units (including, without limitation, the Upfront Credits) and In Lieu Fee Credits, as a percentage of the total Residential Units within the Project Site that are Substantially Completed (or, in the case of the In Lieu Fee Credits, for which the India Basin Affordable Housing In-Lieu Fee has been paid), must equal or exceed the interim affordable percentage described in Table 2.2(b) below (each, an "**Interim Affordable Percentage**"); and

(ii) The Maximum Average AMI of the Inclusionary and the 100% Affordable Rental Units that are Substantially Completed, and the Maximum Average AMI as applied to For-Sale Units that are Substantially Completed, must be satisfied.

(iii) Notwithstanding the language in subsection (i) above regarding Substantial Completion, tor purposes of determining whether the Interim Requirements have been satisfied, Developer shall be given credit for 100% Affordable Units in accordance with Section 3.3.

Table 2.2(b): Interim Affordable Percentage

Upon issuance of a Temporary Certificate of Occupancy for:	Interim Affordable Percentage must equal or exceed:
250th Residential Unit	20.0%
500th Residential Unit	20.0%
750th Residential Unit	22.5%
1,000th Residential Unit	22.5%
1,250th Residential Unit, and at all times thereafter	25.0%
1,500th Residential Unit	25.0%

2.3. Failure to Achieve Interim Requirements. If the Interim Requirements are not satisfied on an Interim Measurement Date, then the City will have no obligation to issue Temporary Certificates of Occupancy or Later Approvals unless and until (i) the issuance of a Temporary Certificate of Occupancy would cause the Interim Requirements to be met (*e.g.*, issuance to a Market-Rate Project containing the requisite Inclusionary Units), (ii) MOHCD has approved, in its sole discretion, a development plan designed to achieve the applicable Interim Requirements within the next Development Parcels, or (iii) in the case of a failure to achieve an Interim Affordable Percentage, Developer has paid the India Basin Affordable Housing In-Lieu Fee on a sufficient number of Residential Units to cause the Interim Affordable Percentage to be satisfied. Notwithstanding the foregoing to the contrary, in no event shall a Temporary Certificate of Occupancy or Later Approval be withheld for any 100% Affordable Housing Project. For the avoidance of doubt, if Developer elects to pay the India Basin Affordable Housing In-Lieu Fee

pursuant to clause (iii) above with respect to a Market-Rate Project containing Inclusionary Units, and thereafter obtains a Temporary Certificate of Occupancy for such Inclusionary Units, then for purposes of calculating the Interim Affordable Percentage and the Final Affordable Percentage, Developer shall receive credit for both the India Basin Affordable Housing In-Lieu Fee and the Inclusionary Units.

2.4. Development Process.

(a) Phases of Development. Developer proposes to construct the Project in discrete Development Phases, as more particularly described in the Development Agreement, subject to revision in accordance with the Development Agreement. Because of the flexibility provided to Developer under this Affordable Housing Plan, Developer shall not transfer any real property within the Project Site without identifying, with specificity, (i) the minimum and maximum number of Residential Units that will be developed on the real property transferred, (ii) the required number or percentage of Inclusionary Units and 100% Affordable Units, and the maximum AMI levels for the Inclusionary Units and 100% Affordable Units (iii) the number of In-Lieu Fee Credits available to the transferee, and (iv) otherwise comply with all applicable provisions of the Development Agreement, including Article 12. For each approved Development Phase, there shall be no more than one (1) Developer responsible for Completion of the Infrastructure (other than the Transferable Infrastructure), and that Developer will also be responsible for gathering and providing to City the information required to complete the housing data table and map in subparagraph (b) below. Upon any transfer of the entirety of a Development Phase, the Developer responsible for Completion of the Infrastructure (other than the Transferable Infrastructure) in such Development Phase will reasonably cooperate and provide information as required to all other Developers, as needed, to complete their respective housing data tables. Finally, if there is more than one (1) Developer within a Development Phase (or the Project), each such Developer acknowledges and understands the City's rights and remedies for failure to meet the Interim Requirements as set forth in Section 2.3 hereof and Sections 9.4.2 and 9.4.4 of the Development Agreement, and therefore that it may be impacted by the City's right to withhold Temporary Certificates of Occupancy and Later Approvals in accordance with Section 2.3 hereof and Sections 9.4.2 and 9.4.4 of the Development Agreement based upon the failure of another Developer within the Project to satisfy the Interim Requirements.

(b) Housing Data Table. To track Developer's obligations under this Affordable Housing Plan, at the time Developer submits a Development Phase application to the City, it will provide the Planning Director with a housing data table and map that tracks Developer's obligations hereunder. The housing data table will be subject to the MOHCD Director's approval, not to be unreasonably withheld. In addition, the MOHCD Director may review and provide comments on the map. Whenever Developer changes the development program in a manner that changes the information in a previously approved housing data table or map, it will update the housing data table or map and provide a copy to MOHCD with an explanation of the changes. Each map will show the proposed location of the Residential Units in the Development Phase by type (i.e., Market-Rate Unit, Inclusionary Unit, 100% Affordable Unit), and any proposed application of In-Lieu Fee Credits. Each housing data table must include the following information:

(i) An estimate, based on then-current market conditions, of the number of Residential Units to be constructed in the current Development Phase (including the number of Inclusionary and 100% Affordable Units and In-Lieu Fee Credits) and, to the extent known, the anticipated housing tenure (rental vs. ownership);

(ii) The number of Residential Units anticipated to be constructed in all prior Development Phases for which Developer has obtained a Tentative Subdivision Map approval but for which the City has not issued a Temporary Certificate of Occupancy;

(iii) The number of Residential Units in all prior Development Phases for which the City has issued a Temporary Certificate of Occupancy and the proposed housing tenure (rental vs. ownership) of those Residential Units;

(iv) The sum of the following taken as a percentage of the total Residential Units within the Project Site as of the date of the applicable Housing Data Table submittal: (a) the Inclusionary Units for which a Temporary Certificate of Occupancy has been issued, (b) 100% Affordable Units for which a Temporary Certificate of Occupancy has been issued; (c) Upfront Credits taken in accordance with Section 3.3; (d) the number of Residential Units for which the India Basin Affordable Housing In-Lieu Fee has been paid; and (e) the Inclusionary Units and 100% Affordable Units that do not have a temporary certificate of occupancy but for which a Restrictive Covenant has been recorded.

(v) The average AMI calculated separately for Rental Projects and For Sale Projects for (i) all 100% Affordable Units that have obtained a Temporary Certificate of Occupancy as of the date of the applicable Housing Data Table, (ii) all Inclusionary Units that have obtained a Temporary Certificate of Occupancy as of the date of the applicable Housing Data Table, (iii) the number of Residential Units for which the India Basin Affordable Housing In-Lieu Fee has been paid as of the date of the applicable Housing Data Table; and (iv) the AMI levels for 100% Affordable Units and Inclusionary Units that do not have a Temporary Certificate of Occupancy but for which a Restrictive Covenant has been recorded.

To the extent any of the above information is estimated at the time of the Development Phase Application, Developer will not transfer a parcel that will include Residential Units to another Developer without providing to MOHCD an update to the housing data table and map that describes the affordable housing obligations relating to the transferred property, together with the most current information regarding Developer's plan to satisfy the applicable Interim Requirements by the next Interim Measurement Date.

3. 100% AFFORDABLE HOUSING PARCELS

3.1. Conveyance to Affordable Housing Developer. Developer may elect to convey up to three (3) Development Parcels to an Affordable Housing Developer for the development of a 100% Affordable Housing Project containing up to one hundred eighty (180) 100% Affordable Units in the aggregate. Developer shall receive credit in accordance with this Article 3 towards the Final Affordable Percentage, the Interim Affordable Percentage, and the Maximum Average AMI for the 100% Affordable Units constructed or to be constructed on such Affordable Housing Parcel.

3.2. Affordable Housing Conveyance Agreement. The conveyance of an 100% Affordable Housing Parcel (either in fee or ground lease) will be pursuant to a written conveyance or option agreement (an "**Affordable Housing Conveyance Agreement**"), pursuant to which, among other things, Developer and the Affordable Housing Developer covenant and agree that:

(a) Developer shall convey the 100% Affordable Housing Parcel (or other right of control) to the Affordable Housing Developer at no cost, excluding payment of customary transaction costs;

(b) the Affordable Housing Developer shall construct and obtain a Temporary Certificate of Occupancy for a minimum number of 100% Affordable Units to be set forth in such Affordable Housing Conveyance Agreement (the "**Minimum 100% Affordable Units**"); and

(c) the Affordable Housing Developer shall rent or sell, as applicable, the 100% Affordable Units at levels affordable to households with incomes not exceeding a maximum AMI to be set forth in such Affordable Housing Conveyance Agreement (the "**Maximum Affordable Housing AMI**") for the life of the Affordable Housing Project.

3.3. Credit for 100% Affordable Units. For purposes of calculating whether the Interim Affordable Percentage and the Maximum Average AMI have been satisfied as of any Interim Measurement Date, Developer shall receive credit for the 100% Affordable Units in either of the following manners, at Developer's election:

(a) Upon Conveyance. (i) One-third (1/3) of the Minimum 100% Affordable Units (the "**Upfront Credits**"), at the Maximum Affordable Housing AMI, upon conveyance of the 100% Affordable Housing Parcel to an Affordable Housing Developer and recordation of a Restrictive Covenant memorializing the requirements as set forth in the Affordable Housing Conveyance Agreement; and (ii) the remainder of the 100% Affordable Units actually constructed, at the affordability levels at which the 100% Affordable Units are actually offered to the public, upon issuance of a Temporary Certificate of Occupancy for the applicable 100% Affordable Housing Project; or

(b) Upon Commencement. All of the 100% Affordable Units to be constructed within the 100% Affordable Housing Project upon (i) commencement of vertical construction (following conveyance and the recordation of a Restrictive Covenant), and (ii) delivery to MOHCD of security in form and substance acceptable to MOHCD.

3.4. No Other Developer Obligations. Developer's sole obligations with respect to development of 100% Affordable Housing Projects on the 100% Affordable Housing Parcels are those set forth in this Article and any Affordable Housing Conveyance Agreement. Nothing in this Affordable Housing Plan requires Developer to contribute funds to MOHCD or any other person to complete the 100% Affordable Housing Projects. But failure to commence or complete a 100% Affordable Housing Project may impact Developers within the Project Site if, as a result, the Interim Requirements are not satisfied by an Interim Measurement Date.

4. INCLUSIONARY HOUSING REQUIREMENTS

4.1. Market-Rate Projects. Developer may elect, but shall not be obligated to, provide Inclusionary Units within one or more Market-Rate Projects, so long as the Interim Requirements and the Final Requirements of this Affordable Housing Plan are otherwise satisfied as and when required hereunder. Within any such Market-Rate Project, there will be no minimum number of Inclusionary Units nor any maximum affordability level so long as the Interim Requirements are met by each Interim Measurement Date, and the Final Requirements are met on a Project Site-wide basis. Any such election shall be memorialized in a recorded Restrictive Covenant prior to commencement of construction.

4.2. Financing. Developer is responsible for financing the development of the Inclusionary Units included within the Market-Rate Projects and may access financing sources, including sources of below market rate housing financing, to the extent the Market-Rate Project qualifies for any such available financing. The City has no obligation to provide any funding to any Market-Rate Project or Affordable Housing Project under this Affordable Housing Plan.

4.3. Credit for Inclusionary Units. Upon issuance of a Temporary Certificate of Occupancy for any Inclusionary Unit, Developer shall receive credit under this Affordable Housing Plan for such Inclusionary Unit, at the affordability level set forth in the applicable Restrictive Covenant.

4.4. Procedures for Monitoring and Enforcement.

(a) Subject to clause (b) of this Subsection, procedures for renting or selling an Inclusionary Unit must conform to the *City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual*, as amended from time to time (the "**MOHCD Manual**").

(b) To the extent that the MOHCD Manual (as it may be amended from time to time) is inconsistent with or conflicts with the specific requirements of this Affordable Housing Plan, this

Affordable Housing Plan will prevail. Accordingly, MOHCD agrees that a Developer of a Market-Rate Project may proceed under the following provisions.

(i) All Inclusionary Units must be on the Project Site. Developer will have no off-site option.

(ii) Units shall be designated in accordance with Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing Program).

(iii) Parking spaces shall be made available to households renting Inclusionary Units at the same ratio of Parking Spaces to Market-Rate Units in the applicable Market-Rate Project. All parking spaces made available to households renting Inclusionary Units will be offered and priced in accordance with the MOHCD Manual.

(c) The maximum monthly parking rate for an Inclusionary Unit will be equal to the ratio of the Inclusionary Unit's rent as compared to rent for an equivalent (determined by factors including square footage, number of bedrooms, and location within the Market-Rate Project) Market-Rate Unit. For example, if the equivalent Market-Rate Unit's monthly rent is $3,000 and the Inclusionary Unit's monthly rent is $1,500, the permitted parking rate for a tenant in the Inclusionary Unit would be fifty percent (50%) of market-rate Parking Charge. Parking Charges may be adjusted in concert with market rate adjustments, but no more than annually.

4.5. Marketing.

(a) Generally. Developer may not market or rent Market-Rate Units (excluding those within a Market-Rate Project containing no Inclusionary Units), Inclusionary Units or 100% Affordable Units until MOHCD has approved, in its reasonable discretion, the following: (i) Marketing and Operations Guidelines, which must include any preferences required by the MOHCD Manual or this Affordable Housing Plan; (ii) conformity of the proposed Affordable Housing Cost for Inclusionary Units with this Affordable Housing Plan; and (iii) project-specific eligibility and income qualifications for tenant households (collectively, "**Marketing and Operations Guidelines**").

(b) Marketing and Operations Guidelines.

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

(ii) MOHCD will review and grant or withhold its approval of each set of Marketing and Operations Guidelines in its reasonable judgment within thirty (30) days after it is delivered. All marketing, outreach and sales or lease procedures shall be in compliance with the MOHCD Manual, except to the extent a deviance is approved by MOHCD as part of the Marketing and Operations Guidelines.

(c) Restrictive Covenant. Each Restrictive Covenant for a Market-Rate Parcel to be developed as a Market-Rate Rental Project must include the following.

(i) the total number of Residential Units and the number and location of the Inclusionary Units, with the maximum AMI level for each Inclusionary Unit, that the Vertical Developer intends to build on the Market-Rate Parcel;

(ii) a requirement to provide and maintain the Inclusionary Units at the specified AMI levels for the life of the Market-Rate Rental Project;

(iii) for Rental Units, a covenant to keep the Inclusionary Units as Rental Units for a period that is the greater of (A) the life of the Market-Rate Rental Project and (B) fifty-

five (55) years from issuance of a Temporary Certificate of Occupancy for such Inclusionary Units; and

(iv) the City as a third party beneficiary, with the right to enforce the restrictions and receive attorneys' fees and costs in any enforcement action.

4.6. Planning Code Section 415. Due to the detail set forth in this Affordable Housing Plan, and the differences between the City's inclusionary program under Section 415 and this Affordable Housing Plan, the Parties have not imposed all of the requirements of Section 415 into this Agreement. However, the Parties acknowledge and agree that (i) the location of the Inclusionary Units within a Market-Rate Project shall be approved by the City in accordance with the standards and practices established for Section 415, (ii) all Inclusionary Units and 100% Affordable Units will be subject to the lottery system established by MOHCD under Section 415, (iii) MOHCD will monitor and enforce the requirements applicable to Inclusionary Units under this Article 4 in accordance with Planning Code Section 415.9, except that all references to Section 415 will be deemed to refer to the requirements under this Affordable Housing Plan, and (iv) to the extent there are implementation issues that have not been addressed in this Housing Plan, then the provisions of Section 415 and the MOHCD Manual shall govern and control such issues. To the extent Section 415 is incorporated into and applies to actions under this Affordable Housing Plan, it will mean Section 415 as it is amended from time to time, except to the extent any amendment conflicts with the express provisions of this Affordable Housing Plan.

4.7. Outreach. Given the Project's Site's location, the Parties desire that, to the greatest extent permitted by MOHCD's then-applicable policies and procedures, pre-marking and marketing programs for Inclusionary Units constructed on the Market-Rate Parcels target residents of Supervisorial District 10 and/or residents residing within one-half (0.5) miles of the Project Site. In addition, the Parties desire that residents of District 10 and residents residing within one-half (0.5) miles of the Project Site be given the maximum neighborhood preference for leasing or acquisition, as applicable, of Inclusionary Units permitted under MOHCD's then-applicable policies and procedures.

5. INDIA BASIN AFFORDABLE HOUSING FEE.

5.1. Payment of India Basin Affordable Housing In-Lieu Fee. Developer may elect to pay an affordable housing fee (the "**India Basin Affordable Housing In-Lieu Fee**") on not more than 300 Residential Units in the aggregate. In consideration of these requirements, in the event of any inconsistencies regarding the collection of fees under Section 415 from the Project Site and this Agreement, then this Agreement will prevail.

5.2. Calculation and Timing of Fee.

(a) The initial India Basin Affordable Housing In-Lieu Fee rate will be $61 per gross square foot, payable on those Residential Units for which Developer elects to pay the India Basin Affordable Housing In-Lieu Fee. Upon payment of the India Basin Affordable Housing In-Lieu Fee, Developer will receive credit (an "**In Lieu Fee Credit**") equal to one quarter, or twenty-five percent (25%), of an Inclusionary Unit. In other words, In Lieu Fee Credits paid for every four (4) Residential Units will equal one Inclusionary Unit for purposes of the Interim Requirements and the Final Requirements. There will be no AMI calculation as it relates to the In Lieu Fee Credits and, for purposes of calculating the Maximum Average AMI at any time, only the AMI levels on the Inclusionary and 100% Affordable Units will be considered.

(b) During the Initial Term (as extended by Litigation Extension, if any), the India Basin Affordable Housing In-Lieu Fee rate will be adjusted annually in accordance with Planning Code section 409(b) (as section 409(b) is in effect as of the Effective Date), based on the Annual Infrastructure Construction Cost Inflation Estimate (AICCIE) published by Office of the City Administrator's Capital Planning Group and approved by the Capital Planning Committee.

Adjustments after the Initial Term (as extended by Litigation Extension, if any) will be made as set forth in Section 5.7 of the Development Agreement.

5.3. Payment of Fee. The City will collect the India Basin Affordable Housing In-Lieu Fee from Developer as a condition to issuance of the First Construction Document for each Market-Rate Project for which Developer has elected to pay the India Basin Affordable Housing In-Lieu Fee; provided, however, if then permitted under Section 415, Developer may elect to defer payment of the India Basin Affordable Housing In-Lieu Fee to a due date prior to the issuance of the first certificate of occupancy subject to payment of any deferral surcharge then required by Section 415 (the "**Deferral Surcharge**"). The India Basin Affordable Housing In-Lieu Fee and the Deferral Surcharge, if applicable, shall be payable to DBI's Development Fee Collection Unit for application as set forth in Section 5.4 of this Affordable Housing Plan.

5.4. Use of Fees. MOHCD will use all India Basin Affordable Housing In-Lieu Fees collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD. Any Deferral Surcharge shall be deposited into the Citywide Affordable Housing Fund.

6. PARKING REQUIREMENTS

6.1. Parking Charge.

(a) Discretion to Set Rates. Developer (for Market-Rate Parcels) will determine, in its sole discretion, the parking charge for Parking Spaces within the applicable Market-Rate Parcel, subject to Subsection 6.1(b) (Limitations on Rates).

(b) Limitations on Rates. Developer must not charge renters or owners of Inclusionary Units any fees, charges, or costs, or impose rules, conditions, or procedures on such renters or owners that do not equally apply to all market-rate renters or owners. In addition, the parking charge for all Inclusionary Units and for 100% Affordable Units will determined in accordance with the MOHCD Manual.

7. MISCELLANEOUS

The following provisions apply to this Agreement in addition to those in Article 14 of the Development Agreement (Miscellaneous Provisions).

7.1. Third-Party Beneficiaries. The Parties agree that the City, acting through MOHCD, is a third-party beneficiary of this Affordable Housing Plan, with the same rights and obligations as if it were a party. Except to the extent set forth in the immediately preceding sentence, there are no express or implied third-party beneficiaries of this Affordable Housing Plan.

7.2. Notices to MOHCD. Notices given under this Affordable Housing Plan are governed by [Section 14.11 (Notice) of the Development Agreement]. Notices to MOHCD must be addressed as specified below.

To MOHCD:	Mayor's Office of Housing and Community Development 1 South Van Ness Avenue, Floor 5 San Francisco, CA 94102 Attn: Director
With a copy to:	Dennis J. Herrera, Esq. City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place

San Francisco, CA 94102
Attn: RE/Finance

7.3. Severability. If any provision of this Affordable Housing Plan, or its application to any Person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Affordable Housing Plan or the application of such provision to any other Person or circumstance, and the remaining portions of this Affordable Housing Plan shall continue in full force and effect. Without limiting the foregoing, in the event that any applicable law prevents or precludes compliance with any term of this Affordable Housing Plan, the Parties shall promptly modify this Affordable Housing Plan to the extent necessary to comply with such law in a manner that preserves, to the greatest extent possible, the benefit to each of the Parties. In connection with the foregoing, the Parties shall develop an alternative of substantially equal, but not greater, cost to Developer or material increase in Developer's obligations, and substantially equal, but not less, benefit to City.

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO

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

AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND INDIA BASIN INVESTMENT LLC

FOR PROPERTY AT INNES BETWEEN EARL AND GRIFFITH STREETS

Block ____: Lots _____

TABLE OF CONTENTS

Page

ARTICLE 1 DEFINITIONS 4

ARTICLE 2 EFFECTIVE DATE; TERM 13

Section 2.1 Effective Date 13
Section 2.2 Term 13

ARTICLE 3 GENERAL RIGHTS AND OBLIGATIONS 14

Section 3.1 Development of the Project 14
Section 3.2 Development Process 14
Section 3.3 Approval of Subdivision Maps 16
Section 3.4 Design Review and Objective Requirements 16
Section 3.5 Design Review of Parks and Open Spaces within India Basin Open Space and Big Green 16
Section 3.6 Construction of Public Improvements and Privately-Owned Community Improvements 17
Section 3.7 Contracting for Public Improvements 18
Section 3.8 Maintenance and Operation of Public Improvements by Developer and Successors 18
Section 3.9 Maintenance and Operation of Privately-Owned Community Improvements 18
Section 3.10 [Intentionally Omitted] 19
Section 3.11 Non-City Regulatory Approvals for Public Improvements 19
Section 3.12 Continuing City Obligations 20
Section 3.13 Public Financing 20
Section 3.14 Public Power 21
Section 3.15 Workforce. 21

ARTICLE 4 PUBLIC BENEFITS; DEVELOPER OBLIGATIONS AND CONDITIONS TO DEVELOPER'S PERFORMANCE 21

Section 4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations 21
Section 4.2 Conditions to Performance of Associated Community Benefits 22
Section 4.3 No Additional CEQA Review or General Plan Consistency Findings Required 22
Section 4.4 Nondiscrimination 24
Section 4.5 City Cost Recovery 24
Section 4.6 Prevailing Wages and Working Conditions 25
Section 4.7 Indemnification of City 25

ARTICLE 5 VESTING AND CITY OBLIGATIONS 26

Section 5.1 Vested Rights 26
Section 5.2 Existing Standards 26

Section 5.3 Criteria for Later Approvals 27
Section 5.4 Strict Building Code Compliance 27
Section 5.5 Denial of a Later Approval 28
Section 5.6 New City Laws 28
Section 5.7 Impact Fees and Exactions 30
Section 5.8 Changes in Federal or State Laws 30
Section 5.9 No Action to Impede Approvals 32
Section 5.10 Estoppel Certificates 32
Section 5.11 Existing, Continuing Uses and Interim Uses 32
Section 5.12 Costa-Hawkins Rental Housing Act 32
Section 5.13 Taxes 33

ARTICLE 6 NO DEVELOPMENT OBLIGATION 34

Section 6.1 No Development Obligation 34
Section 6.2 Real Estate Transfers 34
Section 6.3 Potential Payments for Real Property; Indemnification 35
Section 6.4 Street Vacations 35
Section 6.5 Public Trust 35
Section 6.6 Reserved Easements 36

ARTICLE 7 MUTUAL OBLIGATIONS 37

Section 7.1 Notice of Completion, Revocation or Termination 37
Section 7.2 General Cooperation; Agreement to Cooperate 37
Section 7.3 Third Party Challenges 38
Section 7.4 Good Faith and Fair Dealing 39
Section 7.5 Permits to Enter City Property 39
Section 7.6 Other Necessary Acts 39

ARTICLE 8 PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE 39

Section 8.1 Annual Review 39
Section 8.2 Review Procedure 39

ARTICLE 9 ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES 41

Section 9.1 Enforcement 41
Section 9.2 Meet and Confer Process; Non-Binding Arbitration 41
Section 9.3 Default 41
Section 9.4 Remedies 42
Section 9.5 Time Limits; Waiver; Remedies Cumulative 43
Section 9.6 Attorneys' Fees 43

ARTICLE 10 FINANCING; RIGHTS OF MORTGAGEES 44

Section 10.1 Developer's Right to Mortgage 44
Section 10.2 Mortgagee Not Obligated to Construct 44
Section 10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee 44
Section 10.4 Mortgagee's Option to Cure Defaults 45
Section 10.5 Mortgagee's Obligations with Respect to the Property 45
Section 10.6 No Impairment of Mortgage 45

Section 10.7 Cured Defaults 46
ARTICLE 11 AMENDMENT; TERMINATION; EXTENSION OF TERM 46
Section 11.1 Amendment or Termination 46
Section 11.2 Early Termination Rights 46
Section 11.3 Termination and Vesting 46
Section 11.4 Amendment Exemptions 46
Section 11.5 Extension Due to Legal Action or Referendum 47
ARTICLE 12 TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE. 47
Section 12.1 Permitted Transfer of this Agreement 47
Section 12.2 Notice of Transfer 48
Section 12.3 Release of Liability 48
Section 12.4 Responsibility for Performance 48
Section 12.5 Constructive Notice 49
Section 12.6 Rights of Developer 49
ARTICLE 13 DEVELOPER REPRESENTATIONS AND WARRANTIES 49
Section 13.1 Interest of Developer; Due Organization and Standing 49
Section 13.2 No Inability to Perform; Valid Execution 49
Section 13.3 Conflict of Interest 50
Section 13.4 Notification of Limitations on Contributions 50
Section 13.5 Other Documents 50
Section 13.6 No Bankruptcy 50
ARTICLE 14 MISCELLANEOUS PROVISIONS 50
Section 14.1 Entire Agreement 50
Section 14.2 Incorporation of Exhibits 50
Section 14.3 Binding Covenants; Run With the Land 51
Section 14.4 Applicable Law and Venue 51
Section 14.5 Construction of Agreement 51
Section 14.6 Project Is a Private Undertaking; No Joint Venture or Partnership 51
Section 14.7 Recordation 52
Section 14.8 Obligations Not Dischargeable in Bankruptcy 52
Section 14.9 Survival 52
Section 14.10 Signature in Counterparts 52
Section 14.11 Notices 52
Section 14.12 Limitations on Actions 53
Section 14.13 Severability 53
Section 14.14 MacBride Principles 53
Section 14.15 Tropical Hardwood and Virgin Redwood 53
Section 14.16 Sunshine 53
Section 14.17 Non-Liability of City Officials and Others 53
Section 14.18 Non-Liability of Developer Officers and Others 54
Section 14.19 No Third Party Beneficiaries 54

EXHIBITS

A. Developer Property Legal Description

B. India Basin Open Space Legal Description

C. Map Depicting the Big Green

D. Public ROWs Legal Description

E. List of Approvals

F. Design Standards and Guidelines

G. Financing Plan

H. Housing Plan

I. Infrastructure Plan

J. Land Use Plan

K. MMRP

L. Parks and Open Space Plan

M. Privately-Owned Community Improvements

M-1 Map of Privately-Owned Community Improvements

M-2 Regulations Regarding Access and Maintenance of Certain Privately-Owned Community Improvements

N. Phasing Plan and Phasing Diagram

O. Map of Public Improvements

P. Public Trust Exchange Agreement

Q. Transportation Exhibit

R. Workforce Agreement

S. Development Phase Application

T. Design Review of RPD Park Parcels

U. Applicable Impact Fees and Exactions

V. Map Showing Streets to be Vacated and Transferred to Developer

W. Map Showing Land Transfers

X. Form of Quitclaim Deed

Y. Form of Grant Deed

Z. Port/RPD Open Space Covenant

AA. Form of Notice of Completion and Termination

BB. Form of Permits to Enter City Property

CC. Form of Assignment and Assumption Agreement

DD. Map Showing Location of Facilities Easements

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND INDIA BASIN INVESTMENT LLC

THIS DEVELOPMENT AGREEMENT dated for reference purposes only as of this ____ day of _____, 2018, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), acting by and through its Planning Department, and INDIA BASIN INVESTMENT LLC, a California limited liability company ("**Developer**"), pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the Administrative Code. The City and Developer are also sometimes referred to individually as a "**Party**" and together as the "**Parties.**" Capitalized terms not defined when introduced shall have the meanings given in Article 1.

RECITALS

This Agreement is made with reference to the following facts:

A. Developer owns the approximately 14.71 acre site along Innes Street, between Earl and Griffith Streets, composed of mostly undeveloped and open land. Additionally, Developer holds recorded options to purchase an additional approximately 2.46 acres of land, that include six buildings and structures covering approximately 20,250 square feet of the site, all located on the real property more particularly described on Exhibit A (the "**Developer Property**").

B. The City owns the approximately 6.2 acre open space along the shoreline, adjacent to the Developer Property, all on real property more particularly described on Exhibit B (the "**India Basin Open Space**"). A portion of the India Basin Open Space is under the jurisdiction of the Recreation and Park Department ("**RPD**"), and a portion is under the jurisdiction of the Port of San Francisco ("**Port**"). In connection with this Agreement, the India Basin Open Space, together with certain portions of the property generally depicted on Exhibit C (the "**Big Green**"), will be placed under Port jurisdiction for public trust purposes but operated, maintained and managed by RPD.

C. The City also owns 5.94 acres of developed and undeveloped public right-of-ways, consisting of partially paved east-west Earl and Griffith Streets, the paved cul-de-sac Arelious Walker, and the unpaved and fenced off Hudson Street, all on real property more particularly described on Exhibit D (the "**Public ROWs**"; and together with the Developer Property and the India Basin Open Space, collectively, the "**Project Site**").

D. The Developer proposes a mixed use development on the Project Site that will include a new publicly accessible network of improved parkland and open space and a mixed-use urban village, including up to 1,575 dwelling units, and approximately 14 acres of publicly accessible open space, as more particularly set forth in the Approvals (the "**Project**").

E. The Project is anticipated to generate an annual average of approximately 3,505 construction jobs during construction and, upon completion, approximately 833 net new

permanent on-site jobs, and an approximately $4.3 million annual increase in general fund revenues to the City.

F. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 *et seq.* (the "**Development Agreement Statute**"), which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property. Pursuant to Government Code Section 65865, the City adopted Chapter 56 of the Administrative Code ("**Chapter 56**") establishing procedures and requirements for entering into a development agreement pursuant to the Development Agreement Statute. The Parties are entering into this Agreement in accordance with the Development Agreement Statute and Chapter 56.

G. In addition to significant housing, jobs, and economic benefits to the City from the Project, the City has determined that as a result of the development of the Project in accordance with this Agreement additional clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. Major additional public benefits to the City from the Project include: (1) an increase in affordable housing that exceeds amounts otherwise required and will equal twenty five percent (25%) of the total number of housing units for the Project; (2) workforce obligations, including significant training, employment and economic development opportunities as part of the development and operation of the Project; (3) construction and maintenance of the publicly accessible open space, totaling approximately fourteen (14) acres; (4) delivery of child care space to serve not less than 40 children, as set forth in the Phasing Plan; (5) sea level rise improvements as part of the development, and future funding for additional future sea level rise improvements, each as further described in this Agreement; and (6) a design prioritizing and promoting travel by walking, biking, and transit for new residents, tenants, employees, and visitors.

H. Through this Agreement, the City intends to create a series of contiguous, integrated waterfront parks, including both the India Basin Open Space and the Big Green, for the benefit of this southeast community and the residents of San Francisco and California at large. In addition, the City, through RPD as co-project sponsor under the India Basin EIR, intends to develop and improve the neighboring 900 Innes and India Basin Shoreline Park, each as described in the India Basin FEIR (the India Basin Open Space, the Big Green, 900 Innes, and India Basin Shoreline Park collectively referred to as the "**India Basin Park System**"). The City intends to add additional land to the India Basin Park System in the future by connecting it to an adjacent shoreline park, currently referred to as the Northside Park, which will be completed as part of the Candlestick/Hunters Point Shipyard development project. Upon the City's acquisition of the Northside Park, the City will include that property as part of the India Basin Park System managed and operated by RPD. In the future, this park system may also include shoreline areas of the PG&E Hunter's Point power plant.

I. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in a way as to fully comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*; "**CEQA**"), the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq.*); "**CEQA Guidelines**"), the

Development Agreement Statute, Chapter 56, the Planning Code, the Enacting Ordinance and all other applicable Laws in effect as of the Effective Date. This Agreement does not limit the City's obligation to comply with applicable environmental Laws, including CEQA, before taking any discretionary action regarding the Project, or the Developer's obligation to comply with all applicable Laws in connection with the development of the Project.

J. The Final Environmental Report ("**FEIR**") prepared for the Project and certified by the Planning Commission on July 26, 2018, together with the CEQA findings (the "**CEQA Findings**") and the Mitigation Measures adopted concurrently therewith and set forth in the MMRP, comply with CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code. The FEIR thoroughly analyzes the Project and Project alternatives, and the Mitigation Measures were designed to mitigate significant impacts to the extent they are susceptible to feasible mitigation. The information in the FEIR and the CEQA Findings were considered by the City in connection with approval of this Agreement.

K. On July 26, 2018, the Planning Commission held a public hearing on the Project. Following the public hearing, the Planning Commission adopted the CEQA findings and determined among other things that the FEIR thoroughly analyzes the Project, and the Mitigation Measures are designed to mitigate significant impacts to the extent they are susceptible to a feasible mitigation, and further determined that the Project and this Agreement will, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, and the policies set forth in Section 101.1 of the Planning Code (together the "**General Plan Consistency Findings**"). The information in the FEIR and the CEQA Findings has been considered by the City in connection with this Agreement.

L. On August 23, 2018, the Planning Commission held a public hearing on this Agreement and the Project, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission approved the Development Agreement and made a final recommendation to the Board of Supervisors, which included the General Plan Consistency Findings.

M. On _____, 2018, the Board of Supervisors, having received the Planning Commission's recommendations, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board made the CEQA Findings required by CEQA, approved this Agreement, incorporating by reference the General Plan Consistency Findings.

N. On _____, 2018, the Board adopted Ordinance Nos. [_____], amending the Planning Code, Zoning Map, and General Plan, and adopted Ordinance No. [_____], approving this Agreement (File No. [_____]) and authorizing the Planning Director to execute this Agreement on behalf of the City (the "**Enacting Ordinance**"). The Enacting Ordinance took effect on _____, 2018.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1
DEFINITIONS

In addition to the definitions set forth in the above preamble paragraph, Recitals and elsewhere in this Agreement, the following definitions shall apply to this Agreement:

"**Administrative Code**" means the San Francisco Administrative Code.

"**Additional Community Facilities**" has the meaning set forth in the Financing Plan.

"**Affiliate**" means any Person directly or indirectly Controlling, Controlled by or under Common Control with the other Person in question.

"**Agreement**" means this Development Agreement, the Exhibits which have been expressly incorporated herein and any amendments thereto.

"**AMI**" means the unadjusted median income levels derived from the U.S. Department of Housing and Urban Development on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.

"**Annual Review Date**" has the meaning set forth in Section 8.1.

"**Applicable Laws**" has the meaning set forth in Section 5.2 (where not capitalized, "applicable Law" has its plain meaning and refers to Laws as otherwise defined herein).

"**Approvals**" means the City approvals and entitlements listed on Exhibit E, including Later Approvals to the extent included pursuant to Section 5.1.

"**Assignment and Assumption Agreement**" has the meaning set forth in Section 12.2.

"**Associated Community Benefits**" is defined in Section 4.1.

"**Big Green**" means the real property described in Exhibit C.

"**BMR Units**" means the Inclusionary Units and the 100% Affordable Units (each as defined in the Housing Plan).

"**Board of Supervisors**" or "**Board**" means the Board of Supervisors of the City and County of San Francisco.

"**Building**" or "**Buildings**" means each new building that is constructed on the Project Site as part of this Agreement.

"**CC&Rs**" has the meaning set forth in Section 3.9.

"**CEQA**" has the meaning set forth in Recital I.

"**CEQA Findings**" has the meaning set forth in Recital J.

"**CEQA Guidelines**" has the meaning set forth in Recital I.

"**CFD**" has the meaning set forth in the Financing Plan.

"**CFD Act**" has the meaning set forth in the Financing Plan.

"**Chapter 56**" has the meaning set forth in Recital F.

"**City**" means the City as defined in the opening paragraph of this Agreement. Unless the context or text specifically provides otherwise, references to the City means the City acting by and through the Planning Director or, as necessary, the Planning Commission or the Board of Supervisors.

"**City Agency**" or "**City Agencies**" means the City departments, agencies, boards, commissions, and bureaus that execute or consent to this Agreement, or are controlled by persons or commissions that have executed or consented to this Agreement, that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project, or any improvement located on or off the Project Site, including, without limitation, the City Administrator, Planning Department, MOHCD, RPD, Port, SFPUC, OEWD, SFMTA, Public Works, DBI, together with any successor City agency, department, board, or commission. Nothing in this Agreement shall affect the jurisdiction under the City's Charter of a City department that has not approved or consented to this Agreement in connection with the issuance of a Later Approval. The City actions and proceedings subject to this Agreement shall be through the Planning Department, as well as affected City Agencies (and when required by applicable Law, the Board of Supervisors).

"**City Attorney's Office**" means the Office of the City Attorney of the City and County of San Francisco.

"**City Costs**" means the actual and reasonable costs incurred by a City Agency in preparing, adopting or amending this Agreement, in performing its obligations or defending its actions under this Agreement or otherwise contemplated by this Agreement, as determined on a time and materials basis, including reasonable attorneys' fees and costs but excluding work, hearings, costs or other activities contemplated or covered by Processing Fees; provided, however, City Costs shall not include any costs incurred by a City Agency in connection with a City Default or which are payable by the City under Section 9.6 when Developer is the prevailing party.

"**City Parties**" has the meaning set forth in Section 4.7.

"**City Report**" has the meaning set forth in Section 8.2.2.

"**City-Wide**" means all real property within the territorial limits of the City and County of San Francisco, not including any property owned or controlled by the United States or by the State of California and therefore not subject to City regulation.

"**CMA**" is defined in Section 12.1.

"**Commence Construction**" means (i) for vertical Buildings, the start of physical construction of the applicable Building foundation, and (ii) for Infrastructure and Parks and Open Spaces, the start of physical construction of the Infrastructure or the Parks and Open Spaces, as applicable, in accordance with the Public Improvement Agreement.

"**Community Benefits**" has the meaning set forth in Section 4.1.

"**Complete**" and any variation thereof shall mean, as applicable, that (i) a specified scope of work has been substantially completed in accordance with approved plans and specifications, (ii) with regard to applicable Privately-Owned Community Improvements, the City Agencies or Non-City Responsible Agencies with jurisdiction over any required permits have issued all final approvals required for the contemplated use, and (iii) with regard to any Public Improvement, the City Engineer determines the Public Improvement has been completed to his or her satisfaction and is ready for its intended use, and the City Engineer has determined that the Public Improvement has been completed in accordance with the Subdivision Code and any applicable Public Improvement Agreement.

"**Continuing Obligation**" has the meaning set forth in Section 3.12.

"**Control**" means, with respect to any Person, any of the following: (i) the possession, directly or indirectly, of the power to direct or cause the direction of the day to day management, policies or activities of such Person whether through ownership of voting securities, by contract or otherwise (excluding customary limited partner or non-managing member approval rights); (ii) the ownership (direct or indirect) of more than fifty percent (50%) of the profits or capital of another Person; (iii) a successor, or an acquirer of all or substantially all of the assets of such Person; or (iv) the ownership (direct or indirect) of more than fifty percent (50%) of the ownership interest of such Person (whether shares, partnership interests, membership interest or other equity, and whether one or more classes thereof). "Controlled," "Controlling," and "Common Control" have correlative meanings.

"**Default**" has the meaning set forth in Section 9.3.

"**Design Guidelines**" means the Design Standards and Guidelines attached as Exhibit F, as may be amended from time to time.

"**Design Review Application**" has the meaning set forth in Section 3.4.

"**Developer**" has the meaning set forth in the opening paragraph of this Agreement, and shall also include (i) any Transferee as to the applicable Transferred Property, and (ii) any Mortgagee or assignee thereof that acquires title to any Foreclosed Property but only as to such Foreclosed Property.

"**Development Agreement Statute**" has the meaning set forth in Recital F, as in effect as of the Effective Date.

"**Development Parcel**" means a parcel within the Project Site on which a building will be constructed, as set forth in a Subdivision Map.

"**Development Phase**" has the meaning set forth in Section 3.2.1.

"**Effective Date**" has the meaning set forth in Section 2.1.

"**Enacting Ordinance**" has the meaning set forth in Recital M.

"**Existing Standards**" has the meaning set forth in Section 5.2.

"**Existing Uses**" means all existing lawful uses of the existing buildings and improvements (and including, without limitation, pre-existing, non-conforming uses under the Planning Code) on the Project Site as of the Effective Date, as the same may be modified by the Approvals and any Later Approvals.

"**Facilities Easements**" has the meaning set forth in Section 6.7.

"**Facilities Special Taxes**" has the meaning set forth in the Financing Plan.

"**Federal or State Law Exception**" has the meaning set forth in Section 5.8.1.

"**FEIR**" has the meaning set forth in Recital J.

"**Finally Granted**" means (i) any and all applicable appeal periods for the filing of any administrative or judicial appeal challenging the issuance or effectiveness of any of the Approvals, this Agreement or the FEIR shall have expired and no such appeal shall have been filed, or if such an administrative or judicial appeal is filed, the Approvals, this Agreement or the FEIR, as applicable, shall have been upheld by a final decision in each such appeal without adverse effect on the applicable Approval, this Agreement or the FEIR and the entry of a final judgment, order or ruling upholding the applicable Approval, this Agreement or the FEIR and (ii) if a referendum petition relating to this Agreement is timely and duly circulated and filed, certified as valid and the City holds an election, the date the election results on the ballot measure are certified by the Board of Supervisors in the manner provided by the Elections Code reflecting the final defeat or rejection of the referendum.

"**Financing Plan**" means the plan attached to this Agreement as Exhibit G.

"**First Certificate of Occupancy**" shall mean the first certificate of occupancy (such as a temporary certificate of occupancy) issued by DBI for a portion of the Building that contains residential units or leasable commercial space. A First Certificate of Occupancy shall not mean a certificate of occupancy issued for a portion of the residential or commercial Building dedicated to a sales office or other marketing office for residential units or leasable commercial space.

"**Foreclosed Property**" is defined in Section 10.5.

"**General Plan Consistency Findings**" has the meaning set forth in Recital K.

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

"**Impact Fees and Exactions**" means any fees, contributions, special taxes, exactions, impositions, and dedications charged by the City, whether as of the date of this Agreement or at any time thereafter during the Term, in connection with the development of projects, including but not limited to transportation and transit fees, child care fee or in-lieu fees, housing (including affordable housing) fees, dedications or reservation requirements, and obligations for on-or off-site improvements. Impact Fees and Exactions shall not include the Mitigation Measures, Processing Fees, taxes or special assessments or school district fees, SFPUC Capacity Charges and any fees, taxes, assessments impositions imposed by Non-City Agencies, all of which shall be due and payable by Developer as and when due in accordance with applicable Laws.

"**India Basin Open Space**" means the real property described in Exhibit B.

"**Infrastructure**" means the infrastructure to be constructed by Developer as described in the Infrastructure Plan.

"**Infrastructure Plan**" means the infrastructure plan attached as Exhibit I.

"**Land Use Plan**" means the land use plan attached as Exhibit J.

"**Later Approval**" means (i) any other land use approvals, entitlements, or permits from the City or any City Agency other than the Approvals, that are consistent with the Approvals (except as expressly noted) and are necessary or advisable for the implementation of the Project or the Associated Community Benefit, including without limitation, all approvals required under the SUD or as otherwise set forth in the Municipal Code, demolition permits, grading permits, site permits, Building permits, lot line adjustments, sewer and water connection permits, major and minor encroachment permits, street and sidewalk modifications, street improvement permits, permits to alter, certificates of occupancy, transit stop relocation permits, subdivision maps, improvement plans, lot mergers, lot line adjustments, and re-subdivisions. A Later Approval shall also include any amendment to the foregoing land use approvals, entitlements, or permits, or any amendment to the Approvals that are sought by Developer and approved by the City in accordance with the standards set forth in this Agreement.

"**Law(s)**" means the Constitution and laws of the United States, the Constitution and laws of the State of California, the laws of the City and County of San Francisco, and any codes, statutes, rules, regulations, or executive mandates thereunder, and any State or Federal court decision (including any order, injunction or writ) thereunder. The term "**Laws**" shall refer to any or all Laws as the context may require.

"**Law Adverse to City**" is defined in Section 5.8.4.

"**Law Adverse to Developer**" is defined in Section 5.8.4.

"**Litigation Extension**" has the meaning set forth in Section 11.5.

"**Losses**" has the meaning set forth in Section 4.7.

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

"**Maintenance Matrix**" shall have the meaning set forth in the Financing Plan.

"**Master HOA**" has the meaning set forth in Section 3.9.

"**Material Change**" means any modification that would materially alter the rights, benefits or obligations of the City or Developer under this Agreement that is not consistent with the Project SUD or that (i) extends the Term, (ii) changes the permitted uses of the Project Site, (iii) reduces Community Benefits, (iv) increases the maximum height, density, bulk or size of the Project (except to the extent permitted under the SUD), (v) increases parking ratios, or (vi) reduces the Applicable Impact Fees and Exactions.

"**Mitigation Measures**" means the mitigation measures (as defined by CEQA) applicable to the Project as set forth in the MMRP or that are necessary to mitigate adverse environmental impacts identified through the CEQA process as part of a Later Approval.

"**MMRP**" means that certain mitigation monitoring and reporting program attached as Exhibit K.

"**MOHCD**" means the Mayor's Office of Housing and Community Development.

"**Mortgage**" means a mortgage, deed of trust, or other lien on all or part of the Project Site to secure an obligation made by the applicable property owner.

"**Mortgagee**" means (i) any mortgagee or beneficiary under a Mortgage, and (ii) a person or entity that obtains title to all or part of the Project Site as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action.

"**Municipal Code**" means the San Francisco Municipal Code.

"**New City Laws**" has the meaning set forth in Section 5.6.

"**Non-City Agency**" means Federal, State, and local governmental agencies that are independent of the City and not a Party to this Agreement.

"**Objective Requirements**" has the meaning set forth in Section 3.4.

"**OEWD**" means the San Francisco Office of Economic and Workforce Development.

"**Official Records**" means the official real estate records of the City and County of San Francisco, as maintained by the City's Assessor-Recorder's Office.

"**Ongoing Maintenance Services**" has the meaning set forth in the Financing Plan.

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

"**Parks and Open Space Plan**" means the parks and open space plan attached as Exhibit L.

"**Parks and Open Spaces**" means all of the public open spaces developed in accordance with the Land Use Plan and the Parks and Open Space Plan, but not including the privately owned, publicly accessible open spaces identified on Exhibit M.

"**Party**" and "**Parties**" has the meaning set forth in the opening paragraph of this Agreement and shall also include any Transferee (each during its period of ownership of all or part of the Project Site).

"**Phasing Goals**" has the meaning in Section 3.2.4.

"**Phasing Diagram**" means the phasing diagram attached as part of Exhibit N.

"**Phasing Plan**" means the phasing plan attached as Exhibit N.

"**Plan Documents**" means the Land Use Plan, Infrastructure Plan, Phasing Plan, Housing Plan, Parks and Open Space Plan, Transportation Exhibit and Transportation Plan, Financing Plan, Design Guidelines and this Development Agreement, as any of the foregoing are amended from time to time.

"**Planning Code**" means the San Francisco Planning Code.

"**Planning Commission**" means the Planning Commission of the City and County of San Francisco.

"**Planning Department**" or "**Planning**" means the Planning Department of the City and County of San Francisco acting through the Planning Director or authorized staff.

"**Planning Director**" means the Director of Planning of the City and County of San Francisco.

"**Privately-Owned Community Improvements**" shall mean those facilities and services that are privately-owned and privately-maintained, at no cost to City, for the public benefit, that are not dedicated to the City. The Privately-Owned Community Improvements are shown generally on Exhibit M-1 and further described in the Design Guidelines. Privately-Owned Community Improvements include the Public Market and Parcel Breaks (as shown in the Phasing Plan and the Infrastructure Plan), pedestrian paths and bicycle lanes, storm drainage facilities, open spaces, and community or recreation facilities to be built on land owned and retained by Developer and, in some cases, on land that is dedicated to the City.

"**Processing Fees**" means the standard fee imposed by the City upon the submission of an application for a permit or approval, which is not an Impact Fee or Exaction, in accordance with the City practice on a City-Wide basis.

"**Project**" means the mixed use development project as described in Recital D and the Approvals, including the Associated Community Benefits, together with Developer's rights and obligations under this Agreement.

"**Project Site**" has the meaning set forth in Recitals A, B, and C and as more particularly described in Exhibits A, B, C and D.

"**Project Special Taxes**" has the meaning set forth in the Financing Plan.

"**Project SUD**" means Planning Code Section 249.__ as adopted by the Board in Ordinance No. _____.

"**Proportionality Requirement**" has the meaning set forth in Section 3.2.4.

"**Public Health and Safety Exception**" has the meaning set forth in Section 5.8.1.

"Public Improvements" means the facilities, both on- and off-site, to be improved, constructed and dedicated by Developer and, upon Completion in accordance with this Agreement, accepted by the City. Public Improvements include the streets within the Project Site shown on Exhibit O, and all Infrastructure and public utilities within the accepted streets (such as electricity, water and sewer lines but excluding any non-municipal utilities), as well as sidewalks, bicycle lanes, street furniture, and paths and intersection improvements (such as curbs, medians, signaling, traffic controls devices, signage, and striping). The Public Improvements also include the Parks and Open Spaces, the SFPUC Infrastructure, and the SFMTA Infrastructure. The Public Improvements do not include Privately-Owned Community Improvements or, if any, privately owned facilities or improvements in the public right of way.

"**Public Improvement Agreement**" means an agreement between the City and Developer for the completion of required Public Improvements in the public right of way.

"**Public Trust Exchange Agreement**" has the meaning set forth in Section 6.5. A draft of the Public Trust Exchange Agreement is attached as Exhibit P.

"**Qualified Project Costs**" has the meaning set forth in the Financing Plan.

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

"**RPD Park Parcel**" means a parcel of land within the India Basin Open Space or the Big Green as identified in the Land Use Plan and Parks and Open Space Plan.

"**Services Special Taxes**" has the meaning set forth in the Financing Plan.

"**SFMTA**" means the San Francisco Municipal Transportation Agency.

"**SFMTA Infrastructure**" means the Public Improvements to be designed and constructed by Developer that the SFMTA will operate and maintain upon Completion in accordance with this Agreement and Board of Supervisor acceptance, as identified in the Infrastructure Plan.

"**SFPUC**" means the San Francisco Public Utilities Commission.

"**SFPUC Capacity Charges**" means all water and sewer capacity and connection fees and charges payable to the SFPUC, as and when due in accordance with applicable City requirements.

"**SFPUC Infrastructure**" means the Public Improvements to be designed and constructed by Developer that the SFPUC will operate and maintain upon Completion in accordance with this Agreement and Board of Supervisor acceptance, as identified in the Infrastructure Plan.

"**Subdivision Code**" means the San Francisco Subdivision Code and Subdivision Regulations.

"**Subdivision Regulations**" means subdivision regulations adopted by Public Works from time to time, including exceptions granted by the Director in accordance therewith.

"**Subdivision Map**" means any map that Developer submits for the Developer Property under the Subdivision Map Act and the Subdivision Code, which may include tentative or vesting tentative subdivision maps, final or vesting final subdivision maps and any tentative or final parcel map, or transfer map, including phased final maps to the extent authorized under an approved tentative subdivision map.

"**Subdivision Map Act**" means the California Subdivision Map Act, California Government Code §§ 66410 *et seq.*

"**Term**" has the meaning set forth in Section 2.2.

"**Third-Party Challenge**" means any administrative, legal or equitable action or proceeding instituted by any party other than the City or Developer challenging the validity or performance of any provision of this Agreement, the Project, the Approvals or Later Approvals, the adoption or certification of the FEIR or other actions taken pursuant to CEQA, or other approvals under Laws relating to the Project, any action taken by the City or Developer in furtherance of this Agreement, or any combination thereof relating to the Project or any portion thereof.

"**Transfer," "Transferee" and "Transferred Property**" have the meanings set forth in Section 12.1, and in all events excludes (1) a transfer of ownership or membership interests in Developer or any Transferee, (2) grants of easement or of occupancy rights for existing or completed Buildings or other improvements (including, without limitation, space leases in Buildings), and (3) the placement of a Mortgage on the Project Site.

"**Transferable Infrastructure**" means items of Infrastructure consisting of (1) final, primarily behind the curb, right-of-way improvements, including, sidewalks, light fixtures, street furniture, landscaping, and driveway cuts for a development parcel, and (2) utility laterals built within a development parcel or to connect the development parcel to the adjacent right of way.

"**Transitional Open Spaces**" shall mean those privately owned, publicly accessible open spaces identified on Exhibit M, to be maintained in accordance with Section 3.9.

"**Transportation Exhibit**" means the Transportation Exhibit attached as Exhibit Q.

"**Transportation Plan**" means Attachment 1 to the Transportation Exhibit.

"**Utility Infrastructure**" means Public Improvements for utility systems that serve the Project Site, including subsurface systems for power, stormwater, sewer, domestic water, recycled water, AWSS, and above-ground facilities, such as streetlights, stormwater controls, and switchgears. Utility Infrastructure excludes telecommunications infrastructure and any privately owned utility improvements.

"**Vertical Development**" means planning, design, and construction or rehabilitation of buildings and other structures on the Project Site.

"**Vested Elements**" has the meaning set forth in Section 5.1.

"**Workforce Agreement**" means the Workforce Agreement attached as Exhibit R.

ARTICLE 2
EFFECTIVE DATE; TERM

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

Section 2.2 Term. The initial term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for seventeen (17) years thereafter (the "**Initial Term**"), unless earlier terminated as provided herein, provided that the Initial Term shall be extended for each day of a Litigation Extension. If Developer starts construction of a Development Phase during the Initial Term and thereafter continues to diligently prosecutes the Development Phase to completion, and is not then in material default under this Agreement, then Developer shall have the right to extend the term of this Agreement for an additional eight (8) years (the "**First Extended Term**") by delivering to City, at any time during the last year of the Initial Term, a notice of extension. The 8-year extension shall be automatic upon Developer's delivery of the extension notice unless Developer is in material default at the time it sends the notice, in which case City may reject the notice by written notice of rejection to Developer, subject to Developer's notice and cure rights under this Agreement. For purposes of exercising the First Extended Term, a material default shall mean if, as of the date of the extension notice, (i) Developer has received a notice of Default under Section 9.3 that has not been cured, (ii) the Project has failed to provide sufficient affordable housing credits to meet the then-applicable milestone under the Housing Plan, or (iii) any Development Phase has failed to meet its Parks and Open Spaces requirements as and when required under the Phasing Plan, and in either case, Developer has not cured such failure in accordance with the provisions of the Housing Plan or Phasing Plan, as applicable, as of the effective date of the First Extended Term. Developer shall have the potential ability to extend the term of this Agreement for an additional five (5) years (the "**Second Extended Term**") by delivering to the City, at any time during the last year of the

First Extended Term, a notice of extension. The decision to grant or deny the Second Extended Term shall be made by the Planning Director in his or her sole discretion. The term of this Agreement (the "**Term**") shall mean the Initial Term plus, if applicable, the First Extended Term and the Second Extended Term. The term of any conditional use permit, planned unit development, any tentative Subdivision Map, and any subsequent subdivision map shall be for the longer of (x) the Term (as it relates to the applicable parcel) or (y) the term otherwise allowed under the Subdivision Map Act or conditional use/planned unit development approval, as applicable.

ARTICLE 3
GENERAL RIGHTS AND OBLIGATIONS

Section 3.1 Development of the Project. Developer shall have the vested right to develop the Project in accordance with and subject to the provisions of this Agreement, including upon issuance of the Later Approvals, and the City shall consider and process all Later Approvals for development of the Project in accordance with and subject to the provisions of this Agreement. The Parties acknowledge (i) that Developer has obtained all Approvals from the City required to Commence Construction of the Project, other than any required Later Approvals and (ii) that Developer may proceed in accordance with this Agreement with the construction and, upon completion, use and occupancy of the Project as a matter of right, subject to the attainment of any required Later Approvals and any Non-City Approvals as set forth in this Agreement.

Section 3.2 Development Process.

3.2.1 Phases. The Parties anticipate that the Project will be developed in phases described in the Phasing Plan (each, a "**Development Phase**" and collectively, the "**Development Phases**"), in the manner described in this Section 3.2. The Parties acknowledge that Developer cannot guarantee the exact timing in which Development Phases will be constructed and whether certain development will be constructed at all. Such decisions depend on numerous factors that are not within the control of Developer or the City, such as market absorption and demand, interest rates, availability of financing, competition and other similar factors. Developer shall have the right to develop the Project in Development Phases in such order and time as determined by Developer in the exercise of its business judgment, but subject to the requirements of this Agreement with respect to Associated Community Benefits. Prior to the commencement of the each Development Phase, Developer shall submit to the Planning Department an application (a "**Development Phase Application**") in accordance with the procedures and requirements set forth in Exhibit S.

3.2.2 Boundaries. The proposed boundaries of each Development Phase is generally shown in the Phasing Plan. Final boundaries of each Development Phase will be established through Subdivision Maps, together with boundaries of all parcels within each Development Phase.

3.2.3 Associated Public Benefits. Because the Project will be built out over a number of years, the amount and timing of the Associated Community Benefits, including the Infrastructure and the Parks and Open Spaces, are allocated by Development Phase in

accordance with the Plan Documents, including the Phasing Plan. The scope and timing of Infrastructure that is associated with specific parcels or Buildings, will be reviewed and approved by the City through the Subdivision Map approval process, but must be consistent with the Approvals. Privately-Owned Community Improvements and Parks and Open Spaces will be provided as set forth in the Phasing Plan and the Parks and Open Space Plan. Associated Community Benefits related to Affordable Housing, workforce requirements, and transportation plans and programs will be delivered as set forth in the Housing Plan, Workforce Agreement, and Transportation Exhibit, respectively.

3.2.4 Phasing Goals. The Phasing Plan and the Housing Plan reflect the requirement that Associated Community Benefits, including Public Improvements, affordable housing, Parks and Open Spaces, and Privately-Owned Community Improvements, must be provided proportionately with the development of market-rate housing and commercial-office uses taking into account the Project as a whole (the "**Proportionality Requirement**"). So long as this Proportionality Requirement is satisfied, the City shall consider the following additional phasing goals (together with the Proportionality Requirement, collectively, the "**Phasing Goals**") when considering Developer's request for changes to the Phasing Plan:

(a) Rational Development. Associated Community Benefits should be developed in an orderly manner and consistent with the Plan Documents. Finished portions of the Project should be generally contiguous.

(b) Appropriate Development. Horizontal development should be timed to coordinate with the needs of vertical development. Completed Infrastructure must provide continuous reliable access and utilities to then-existing visitors, residents, and businesses.

(c) Market Timing. The boundaries and mix of uses within the Development Phase should be designed to minimize unsold inventory of Development Parcels.

(d) Flexibility. Flexibility to respond to market conditions, cost and availability of financing, and economic feasibility should be provided.

3.2.5 Changes to Phasing. The Parties agree that many factors, including general economic conditions, the local housing, office, and retail markets, capital markets, general market acceptability, and local tax burdens will determine the rate at which various residential and commercial uses within the Project can be developed and absorbed. Developer may request changes to the Phasing Plan at any time, including changes to the proposed boundaries of a Development Phase and the timing for delivery of Associated Community Benefits, by submitting a written request to the Planning Director with a statement explaining the reasons for the proposed changes and how the changes remain consistent with the Phasing Goals, including the Proportionality Requirement.

3.2.6 City Approval. In considering whether to approve Developer's requested changes, the Planning Director will consider whether the changes are consistent with the Phasing Goals, including the Proportionality Requirement if the change would delay the production of

Associated Community Benefits or require a reallocation of Associated Community Benefits due to a change in the proposed boundaries of development parcels. The Planning Director may approve such change if, after consulting with all affected City Agencies and the City Attorney, he or she determines that the modified Phasing Plan meets the Phasing Goals, including the Proportionality Requirement. Any material change to the Phasing Plan that does not meet the Phasing Goals, as determined by the Planning Director, will require the approval of the Planning Commission after consultation with the affected City Agencies.

Section 3.3 Approval of Subdivision Maps. Developer shall obtain a Tentative Subdivision Map and enter into a Public Improvement Agreement before beginning to construct any Infrastructure or Building within a Development Phase. Developer is not required to obtain one Subdivision Map for the entire Project Site, but can obtain multiple maps, one for each phase of development, as desired.

Section 3.4 Design Review and Objective Requirements. The Approvals include the Project SUD, the Plan Documents and the Design Guidelines to ensure that the urban, architectural, and landscape design of the Buildings, public realm and Public Improvements at the Project Site will be of high quality and appropriate scale, include sufficient open space, and promote the public health, safety, and general welfare. The design review procedures applicable to all new Buildings and Privately-Owned Community Improvements shall be as set forth in the Project SUD. Design review procedures applicable to Parks and Open Spaces within the RPD Park Parcel will be as set forth in Section 3.5. The City shall review and approve, disapprove, or approve with recommended modifications any design review application under the Project SUD (a "**Design Review Application**") in accordance with the requirements of this Agreement and the procedures specified in the Project SUD, as the same may be amended from time to time. Notwithstanding anything to the contrary in this Agreement, the City may exercise its reasonable discretion in approving the aspects of a Design Review Application that relate to the qualitative or subjective requirements of the Design Guidelines, including the choice of building materials and fenestration. In considering a Design Review Application and any Later Approval for those aspects of a proposed Building or Privately-Owned Community Improvement that meet the quantitative or objective requirements of the Design Guidelines and the other Plan Documents (the "**Objective Requirements**"), including without limitation, the Building's proposed height, bulk, setbacks, streetwalls, location of uses and size of such uses, and amount of open space and parking, the City acknowledges and agrees that (i) it has exercised its discretion in approving the Project SUD, the Plan Documents and the Design Guidelines, and (ii) any proposed Design Review Application or Later Approval that meets the Objective Requirements shall not be rejected by the City based on elements that conform to or are consistent with the Objective Requirements, so long as the proposed Building or and Privately-Owned Community Improvements meets the Building Code as set forth in Section 5.4 (Strict Building Code Compliance).

Section 3.5 Design Review of Parks and Open Spaces within India Basin Open Space and Big Green. Before the City may issue any construction permit for any Parks and Open Spaces located within the India Basin Open Space or the Big Green, RPD must have first approved the schematic design and construction documents for the applicable Parks and Open Spaces in accordance with Exhibit T and the SUD.

Section 3.6 Construction of Public Improvements and Privately-Owned Community Improvements.

3.6.1 Construction. Developer shall undertake the design, development, and installation of the Public Improvements and Privately-Owned Community Improvements at no cost to City (other than the public financing set forth in the Financing Plan). Public Improvements shall be designed and constructed, and shall contain those improvements and facilities, as reasonably required by the applicable City Agency that is to accept, and in some cases operate and maintain, the Public Improvement in keeping with the then-current citywide standards and requirements of the City Agency as if it were to design and construct the Public Improvement on its own at that time or as otherwise approved by Public Works or the applicable City Agency in accordance with this Agreement and the Subdivision Code. Without limiting the foregoing, Developer shall complete all Public Improvements and Privately-Owned Community Improvements in accordance with the applicable Plan Documents, and in a good and diligent manner, without material defects, in accordance with City-approved construction documents. Before the start of work on any Public Improvements, Developer shall enter into a Public Improvement Agreement with Public Works, and provide adequate security consistent with the Subdivision Code and the applicable Public Improvement Agreement (which may include bonds, letters of credit, or other security satisfactory to the City and meeting the requirements of the Subdivision Code).

3.6.2 Regulatory Approvals. Developer shall obtain all necessary permits and approvals (including approval of all design and construction plans) from any responsible agencies having jurisdiction over each Public Improvement and Privately-Owned Community Improvement. Without limiting the foregoing, (i) the SFMTA must approve all of the plans and specifications for Public Improvements that are under SFMTA jurisdiction as provided in the SFMTA Consent, (ii) the SFPUC must approve all of the plans and specifications for the SFPUC Infrastructure as provided in the SFPUC Consent, and (iii) Public Works must approve all of the plans and specifications for all streets and sidewalks and improvements in the Public ROWs. In deciding whether to approve, conditionally approve, or deny, each City Agency is subject to the requirements of the Plan Documents and this Agreement, including Sections 5.3 and 5.5.

3.6.3 Timing for Completion of Public Improvements and Privately-Owned Community Improvements. All Public Improvements that are required to serve a new Building (as identified in the Infrastructure Plan and Phasing Plan) must be Completed and accepted by the Board of Supervisors on or before issuance of the First Certificate of Occupancy for that Building; provided, however, that upon Developer's request, the City will allow the issuance of Certificates of Occupancy for Buildings prior to acceptance of the associated Public Improvements if (1) the City Engineer has determined that the applicable Public Improvement has been completed , and (2) Developer and the City have entered into an agreement reasonably acceptable to the Public Works Director (with regard to Public Improvements within DPW jurisdiction) and SFPUC General Manager (with regard Public Improvements within SFPUC jurisdiction) governing the use of and liability for the applicable Public Improvements until accepted by the Board of Supervisors. The Parties agree to work in good faith to enter into such agreements as may be needed to ensure that City's process for acceptance of Public Improvements does not delay the issuance of Certificates of Occupancy when the Public Infrastructure is Completed and ready for its intended use. Privately-Owned Community

Improvements and all Parks and Open Spaces expressly identified in the Phasing Plan must be Completed in accordance with the times for Completion set forth in the Phasing Plan. If Developer fails to complete the applicable Public Improvements or Privately-Owned Community Improvements within such time frame, the City may decide not to issue a certificate of occupancy or Later Approval in accordance with Section 9.4.4.

3.6.4 Dedication and Acceptance of Public Improvements. Developer shall provide the City with an offer of dedication for all Public Improvements, with fee title to public right of way (or an easement, if acceptable to the City), within the Development Phase in accordance with the Subdivision Code, and the applicable Public Improvements Agreement and Subdivision Map conditions of approval. At any time after Completion, Developer shall make a written request to the City to initiate acceptance of such Public Improvements in accordance with the Subdivision Code, the Public Improvements Agreement, and this Agreement. With any such request, Developer shall satisfy all prerequisites and conditions to acceptance and submit all needed materials associated with the request. Following Developer's submittal of all required materials, each applicable City Agency having jurisdiction will diligently and expeditiously process the acceptance request and introduce complete acceptance packages to the Board of Supervisors.

Section 3.7 Contracting for Public Improvements. In connection with all of the Public Improvements, Developer shall engage a contractor that is duly licensed in California and qualified to complete the work (the "**Contractor**"). The Contractor shall contract directly with Developer pursuant to an agreement to be entered into by Developer and Contractor (the "**Construction Contract**"), which shall: (i) be a guaranteed maximum price contract; (ii) require contractor to maintain bonds and insurance for the benefit of Developer and the City in accordance with the Subdivision Code; (iii) require the Contractor to obtain and maintain customary insurance, including workers compensation in statutory amounts, Employer's liability, general liability, and builders all-risk; (iv) release the City from any and all claims relating to the construction, including but not limited to mechanics liens and stop notices; (v) subject to the rights of any Mortgagee that forecloses on the property, include the City as a third party beneficiary, with all rights to rely on the work, receive the benefit of all warranties, and prospectively assume Developer's obligations and enforce the terms and conditions of the Construction Contract as if the City were an original party thereto; and (vi) require that the City be included as a third party beneficiary, with all rights to rely on the work product, receive the benefit of all warranties and covenants, and prospectively assume Contractor's rights in the event of any termination of the Construction Contract, relative to all work performed by the Project's architect and engineer.

Section 3.8 Maintenance and Operation of Public Improvements by Developer and Successors. Ongoing Maintenance Services of the Maintained Facilities will be paid by Services Special Taxes from the CFD in accordance with the Financing Plan.

Section 3.9 Maintenance and Operation of Privately-Owned Community Improvements. Developer or its Transferee shall own, operate, and maintain in good and workmanlike condition, and otherwise in accordance with all applicable laws and any applicable permits, at no cost to City, all Privately-Owned Community Improvements except for the Transitional Open Spaces, which shall be maintained as Maintained Facilities under the

Financing Plan. At a minimum, all Privately-Owned Community Improvements shall be maintained in accordance with the requirements of Exhibit M-2. In order to ensure that all such Privately-Owned Community Improvements (other than the Transitional Open Spaces) are maintained as required, Developer shall record a declaration of covenants, conditions, and restrictions in a form approved by the Planning Director and the City Attorney ("**CC&Rs**") against the residential lots within the Project Site but excluding any sites that are intended for dedication to the City, that requires the master homeowner's association ("**Master HOA**") to maintain and repair such Privately-Owned Community Improvements in perpetuity, with appropriate homeowners' dues to provide the necessary funding. The CC&Rs may be recorded against lots within the Project Site in phases, but in each instance before commencement of construction of the applicable Buildings. Notwithstanding anything to the contrary contained in any Master HOA governing document, Developer or its Transferee shall make commercially reasonable efforts to enforce the maintenance and repair obligations of the Master HOA during the Term. The CC&Rs shall expressly provide the City with the right to enforce the maintenance and repair provisions of the CC&Rs.

Section 3.10 [Intentionally Omitted].

Section 3.11 Non-City Regulatory Approvals for Public Improvements. The Parties acknowledge that certain Public Improvements and Privately-Owned Community Improvements, most particularly the proposed outfall of stormwater from the Project Site to the Bay and in water construction, require the approval of federal and state governmental agencies that are independent of the City and not a Party to this Agreement ("**Non-City Responsible Agencies**"). The Non-City Responsible Agencies may, at their sole discretion, disapprove installation of such Public Improvements, making such installation impossible. The City will cooperate with reasonable requests by Developer to obtain permits, agreements, or entitlements from Non-City Responsible Agencies for each such improvement, and as may be necessary or desirable to effectuate and implement development of the Project in accordance with the Approvals (each, a "**Non-City Regulatory Approval**"). The City's commitment to Developer under this Section 3.11 is subject to the following conditions:

(a) Throughout the permit process for any Non-City Regulatory Approval, Developer shall consult and coordinate with each affected City Agency in Developer's efforts to obtain the Non-City Regulatory Approval, and each such City Agency shall cooperate reasonably with Developer in Developer's efforts to obtain the Non-City Regulatory Approval;

(b) Developer shall not agree to conditions or restrictions in any Non-City Regulatory Approval that could create: (1) any obligations on the part of any City Agency, unless the City Agency agrees to assume such obligations at the time of acceptance of the Public Improvements; or (2) any restrictions on City-owned property (or property to be owned by City under this Agreement), unless in each instance the City, including each affected City Agency, has previously approved the conditions or restrictions in writing, which approval may be given or withheld in its sole discretion; and

(c) Developer shall bear all costs associated with applying for, obtaining, and complying with any necessary Non-City Regulatory Approval, and any and all conditions or restrictions imposed as part of a Non-City Regulatory Approval. Developer shall pay or otherwise discharge any fines, penalties, or corrective actions imposed as a result of Developer's failure to comply with any Non-City Regulatory Approval.

Section 3.12 Continuing City Obligations. Certain Non-City Regulatory Approvals may include conditions that entail special maintenance or other obligations that continue after the City accepts the dedication of Public Improvements (each, a "**Continuing Obligation**"). Standard maintenance of Public Improvements, in keeping with City's existing practices, shall not be deemed a Continuing Obligation. Developer must notify all affected City Agencies in writing and include a clear description of any Continuing Obligation, and each affected City Agency must approve the Continuing Obligation in writing in its sole discretion before Developer agrees to the Non-City Regulatory Approval and the Continuing Obligation. Upon the City's acceptance of any Public Improvements that has a Continuing Obligation that was approved by the City as set forth above, the City will assume the Continuing Obligation and notify the Non-City Responsible Agency that gave the applicable Non-City Regulatory Approval of this fact.

Section 3.13 Public Financing.

3.13.1 Financing Districts. Developer and City agree to form a CFD under the CFD Act to finance Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services, as described in the Financing Plan. The City agrees not to (i) initiate proceedings for any new or increased special tax or special assessment that is targeted or directed at the Project Site except as provided in the Financing Plan, or (ii) take any other action that is inconsistent with the Financing Plan without Developer's consent. Any and all costs incurred by the City in forming a CFD shall be City Costs. The terms and conditions of any CFD must be consistent with the specifications in the Financing Plan. Developer shall not, at any time, contest, protest, or otherwise challenge the formation of the CFDs or the issuance of additional bonds or other financing secured by Project Special Taxes, or the application of bond proceeds or Project Special Taxes. Once established, Developer shall not institute, or cooperate in any manner with, proceedings to repeal or reduce the Project Special Taxes. The provisions of this Section shall survive the expiration of this Agreement, and Developer shall include the requirements of this Section in the Master CC&Rs (or, if the Master CC&Rs have not yet been created and recorded, in the sale documents for any sale of all or part of the Property).

3.13.2 Limitation on New Districts. The City will not form any new financing or assessment district over any portion of the Project Site unless the new district applies to similarly-situated property City-Wide or Developer gives its prior written consent to or requests the proceedings.

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

Section 3.14 Public Power. Within sixty (60) days after the Effective Date, Developer will provide the SFPUC with all Project information the SFPUC requires to determine the feasibility of providing electric service to the Project Site (the "**Feasibility Study**"). The SFPUC will complete the Feasibility Study within six (6) months after the date that Developer provides to the SFPUC all Project information needed to complete the Feasibility Study. Developer agrees that if the SFPUC determines it is feasible to provide electricity for the Project Site, then the SFPUC will be the exclusive power provider to the Project Site. The SFPUC power will be provided under the SFPUC's Rules and Regulations Governing Electric Service and at rates that are comparable to rates in San Francisco for comparable service from other providers.

Section 3.15 Workforce. Developer shall require project sponsors, contractors, consultants, subcontractors, and subconsultants, as applicable, to undertake workforce development activities in both the construction and end use phases of the Project in accordance with the Workforce Agreement.

ARTICLE 4
PUBLIC BENEFITS; DEVELOPER OBLIGATIONS AND CONDITIONS TO DEVELOPER'S PERFORMANCE

Section 4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations. The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits to the City beyond those achievable through existing Laws, including, but not limited to, those set forth in this Article 4 (the "**Community Benefits**"). The City acknowledges and agrees that a number of the Community Benefits would not be otherwise achievable without the express agreement of Developer under this Agreement. Developer acknowledges and agrees that, as a result of the benefits to Developer under this Agreement, Developer has received good and valuable consideration for its provision of the Community Benefits, and that the City would not be willing to enter into this Agreement without the Community Benefits. Payment or delivery of each of the Community Benefits is tied to the construction of each of the Development Phases and/or commercial and residential development as described in the Phasing Plan and the Plan Documents, including the Public Improvements, Privately-Owned Community Improvements and the affordable housing under the Housing Plan (each, an "**Associated Community Benefit**"). The timing for delivery of the Associated Community Benefits will be as set forth in each applicable Plan Document. Time is of the essence with respect to the Completion of all Associated Community Benefits.

4.1.1 Associated Community Benefits. Developer shall provide the Associated Community Benefits identified in the following attachments to the Development Agreement (collectively, the "**Community Benefit Programs**"):

(a) the Infrastructure Plan (including all of the Public Improvements and the Privately-Owned Community Improvements);

(b) the Parks and Open Space Plan and the Phasing Plan;

(c) the Housing Plan;

(d) the Transportation Exhibit;

(e) the Sustainability Program, as described in the Design Guidelines; and

(f) the Workforce Agreement.

Section 4.2 Conditions to Performance of Associated Community Benefits. Except to the extent expressly stated otherwise in an applicable Plan Document, Developer's obligation to perform each Associated Community Benefit is expressly conditioned upon each and all of the following conditions precedent:

(a) All Approvals for the applicable Development Phase to which the Associated Community Benefit is tied shall have been Finally Granted;

(b) Developer shall have obtained all Later Approvals necessary to Commence Construction of the applicable Development Phase to which the Associated Community Benefit is tied, and the same shall have been Finally Granted, except to the extent that such Later Approvals have not been obtained or Finally Granted due to the failure of Developer to timely initiate and then diligently and in good faith pursue such Later Approvals; and

(c) Developer shall have Commenced Construction of the Development Phase to which the Associated Community Benefit applies.

Whenever this Agreement requires completion of an Associated Community Benefit at or before a specified date or milestone, and that date or milestone is passed without completion of the Associated Community Benefit, the City may withhold certificates of occupancy and Later Approvals in accordance with Section 9.4.4.

Section 4.3 No Additional CEQA Review or General Plan Consistency Findings Required. The Parties acknowledge that the FEIR prepared for the Project complies with CEQA, and that the Project is consistent with the City's General Plan. The Parties further acknowledge that:

(a) the FEIR contains a thorough analysis of the Project and possible alternatives;

(b) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project;

(c) the Board of Supervisors adopted CEQA Findings, including a statement of overriding considerations in connection with the Approvals, pursuant to CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. Accordingly, the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested under this Agreement. The City shall rely on the FEIR, to the greatest extent possible in accordance with applicable Laws, in all future discretionary actions

related to the Project; provided, however, that nothing shall prevent or limit the discretion of the City to conduct additional environmental review in connection with any Later Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA; and

(d) the General Plan Consistency Findings are intended to support all Later Approvals that are consistent with the Project Approvals. To the maximum extent practicable, Planning will shall rely exclusively on the General Plan Consistency Findings when processing and reviewing all Later Approvals, including schematic review under the SUD, proposed Subdivision Maps, and any other actions related to the Project requiring General Plan determinations; provided Developer acknowledges that the General Plan Consistency Findings do not limit the City's discretion in connection with any Later Approval that requires new or revised General Plan consistency findings because of amendments to any Project Approval or Material Changes or that is analyzed in the context of a future General Plan amendment that is a non-conflicting New City Law.

4.3.2 Compliance with CEQA Mitigation Measures. Developer shall comply with all Mitigation Measures imposed as applicable to the Project except for any Mitigation Measures that are expressly identified as the responsibility of a different party or entity. Without limiting the foregoing, Developer shall be responsible for the completion of all Mitigation Measures identified in the MMRP as the responsibility of the "project sponsor of 700 Innes property" or the "project sponsors," but not with Mitigation Measures identified in the MMRP as the obligation of "RPD", "project sponsor of 900 Innes" or the "City." The Parties expressly acknowledge that the FEIR and the associated MMRP are intended to be used in connection with each of the Later Approvals to the extent appropriate and permitted under applicable Law. To the extent necessary, Developer shall incorporate the requirements of the MMRP into any sale of all or part of the land to any vertical developer. Nothing in this Agreement shall limit the discretion of the City to conduct additional environmental review in connection with any Later Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA, or the ability of the City to impose conditions on any discretionary actions relating to a Material Change, including conditions determined by the City to be necessary to mitigate adverse environmental impacts.

4.3.3 Sidewalks and Streets. By entering into this Agreement, the City has reviewed and approved the general right of way configurations with respect to location and relationship of major elements, including curbs, bicycle facilities, parking, loading areas, and landscaping, as set forth in the Infrastructure Plan and the Design Guidelines, as consistent with the City's central policy objective to ensure street safety for all users while maintaining adequate clearances, including for fire apparatus vehicles. Nothing in the Section limits the SFPUC's and/or Public Works's right to object to the width of any right of way if, after receiving detailed design documents and/or construction documents, the SFPUC or Public Works determines that the required infrastructure cannot be installed to City standards in the proposed right of way. No City Agency with jurisdiction may object to a Later Approval for any Building or any Infrastructure based upon the proposed right of way configuration, unless such objection is based upon the applicable City Agency's reserved authority to review engineering design or other authority under State law. In the case of such objection, then within five (5) business days of the

objection being raised (whether raised formally or informally), representatives from Developer, Public Works, the Planning Department and the objecting City Agency shall meet and confer in good faith to attempt to find a mutually satisfactory resolution to the objection. If the matter is not resolved within fourteen (14) days following the objection, then the Planning Director shall notify the Clerk of the Board of Supervisors and the members of the Board of Supervisors' Land Use and Transportation Committee. The City Agencies and Developer agree to act in good faith to resolve the matter quickly and in a manner that does not conflict with the City policy, Approvals, this Agreement, or applicable Law. For purposes of this Section, "engineering design" means professional engineering work as set forth in the Professional Engineers Act, California Business and Professions Code sections 6700 *et seq.*

Section 4.4 Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate against any employee, City employee working with Developer's contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

Section 4.5 City Cost Recovery.

4.5.1 Developer shall timely pay to the City all Impact Fees and Exactions applicable to the Project or the Project Site as set forth in Section 5.7 (Fees and Exactions).

4.5.2 Developer shall timely pay to the City all Processing Fees applicable to the processing or review of applications for the Approvals and Later Approvals.

4.5.3 Developer shall pay to the City all City Costs incurred in connection with the drafting and negotiation of this Agreement, defending the Approvals and Later Approvals, and in processing and issuing any Later Approvals or administering this Agreement (except for the costs that are covered by Processing Fees), within sixty (60) days following receipt of a written invoice complying with Section 4.5.4 from the City.

4.5.4 OEWD shall provide Developer on a quarterly basis (or such alternative period as agreed to by the Parties) a reasonably detailed statement showing costs incurred by OEWD, the City Agencies, and the City Attorney's Office, including the hourly rates for each City staff member at that time, the total number of hours spent by each City staff member during the invoice period, any additional costs incurred by the City Agencies and a brief non-confidential description of the work completed (provided, for the City Attorney's Office, the billing statement will be reviewed and approved by OEWD but the cover invoice forwarded to Developer will not include a description of the work). OEWD will use reasonable efforts to provide an accounting of time and costs from the City Attorney's Office and each City Agency in each invoice; provided, however, if OEWD is unable to provide an accounting from one or more of such parties, then OEWD may send an invoice to Developer that does not include the charges

of such party or parties without losing any right to include such charges in a future or supplemental invoice but subject to the twelve (12) month deadline set forth below in this Section 4.5.4. Developer's obligation to pay the City Costs shall survive the termination of this Agreement. Developer shall have no obligation to reimburse the City for any City Cost that is not invoiced to Developer within twelve (12) months from the date the City Cost was incurred. The City will maintain records, in reasonable detail, with respect to any City Costs and upon written request of Developer, and to the extent not confidential, shall make such records available for inspection by Developer.

4.5.5 If Developer in good faith disputes any portion of an invoice, then within sixty (60) days following receipt of the invoice Developer shall provide notice of the amount disputed and the reason for the dispute, and the Parties shall use good faith efforts to reconcile the dispute as soon as practicable. Developer shall have no right to withhold the disputed amount. If any dispute is not resolved within ninety (90) days following Developer's notice to the City of the dispute, Developer may pursue all remedies at law or in equity to recover the disputed amount.

Section 4.6 Prevailing Wages and Working Conditions. Certain contracts for work at the Project Site may be public works contracts if paid for in whole or part out of public funds, as the terms "public work" and "paid for in whole or part out of public funds" are defined in and subject to exclusions and further conditions under California Labor Code sections 1720–1720.6. In connection with the Project, Developer shall comply with all California public works requirements as and to the extent required by State Law. In addition, Developer agrees that all workers performing labor in the construction of public works (including the Public Improvements) under this Agreement will be: (1) paid not less than the Prevailing Rate of Wages as defined in Administrative Code section 6.22 and established under Administrative Code section 6.22(e), (2) provided the same hours, working conditions, and benefits as in each case are provided for similar work performed in San Francisco County in Administrative Code section 6.22(f), and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61. Any contractor or subcontractor performing a public work or constructing Improvements must make certified payroll records and other records required under Administrative Code section 6.22(e)(6) available for inspection and examination by the City with respect to all workers performing covered labor. City's Office of Labor Standards Enforcement ("**OLSE**") enforces labor laws, and OLSE shall be the lead agency responsible for ensuring that prevailing wages are paid and other payroll requirements are met in connection with the work, as more particularly described in the Workforce Agreement.

Section 4.7 Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims ("**Losses**") arising or resulting directly or indirectly from (i) any third party claim arising from a Default by Developer under this Agreement, (ii) Developer's failure to comply with any Approval, Later Approval or Non-City Approval, (iii) the failure of any improvements constructed pursuant to the Approvals or Later Approvals to comply with any Applicable Laws, including Existing Standards, (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring on the Project Site (or the public right of way adjacent to the Project Site) in connection with the construction by Developer or its agents or contractors of any

improvements pursuant to the Approvals, Later Approvals or this Agreement, (v) a Third-Party Challenge instituted against the City or any of the City Parties, (vi) any dispute between Developer, its contractors or subcontractors relating to the construction of any part of the Project, (vii) any claim relating to the Public Trust Exchange Agreement, including any claim by the State against the City relating to the condition of the property transferred to the State, and (viii) any dispute between Developer and any Transferee or any subsequent owner of any of the Project Site relating to any assignment of this Agreement or the obligations that run with the land, or any dispute between Developer and any Transferee or other person relating to which party is responsible for performing certain obligations under this Agreement, each regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City or any of the City Parties, except to the extent that any of the foregoing indemnification obligations is void or otherwise unenforceable under applicable Law, and except to the extent such Loss is the result of the negligence or willful misconduct of the City Parties. The foregoing indemnity shall include, without limitation, reasonable attorneys' fees and costs and the City's reasonable cost of investigating any claims against the City or the City Parties. All indemnifications set forth in this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 5
VESTING AND CITY OBLIGATIONS

Section 5.1 Vested Rights. By the Approvals, the City has made a policy decision that the Project, as described in and as may be modified in accordance with the Approvals, is in the best interests of the City and promotes the public health, safety, and welfare. Developer shall have the vested right to develop the Project as set forth in this Agreement, including without limitation, with the following vested elements: the locations and numbers of Buildings proposed, the land uses and parcelization, height and bulk limits, including the maximum density, intensity, and gross square footages, the permitted uses, the provisions for open space, vehicular access, and parking, (collectively, the "**Vested Elements**"; provided the Existing Uses on the Project Site shall also be included as Vested Elements). The Vested Elements are subject to and shall be governed by Applicable Laws. The expiration of any Building permit or Approval shall not limit the Vested Elements, and Developer shall have the right to seek and obtain subsequent Building permits or approvals, including Later Approvals, at any time during the Term, any of which shall be governed by Applicable Laws. Each Later Approval, once granted, shall be deemed an Approval for purposes of this Section 5.1.

Section 5.2 Existing Standards. The City shall process, consider, and review all Later Approvals in accordance with (i) the Approvals, (ii) the San Francisco General Plan, (iii) the Municipal Code (including the Subdivision Code), and all other applicable City policies, rules, and regulations, as each of the foregoing is in effect on the Effective Date ("**Existing Standards**"), as the same may be amended or updated in accordance with permitted New City Laws as set forth in Section 5.6 (New City Laws), (iii) California and federal law, as applicable, and (iv) this Agreement, including the Plan Documents (collectively, "**Applicable Laws**"). The Enacting Ordinance contains express waivers and amendments to Chapter 56 consistent with this Development Agreement.

5.2.1 No Implied Waiver of Codes. Nothing in this Agreement, including the Infrastructure Plan, constitutes an implied waiver or exemption of the Subdivision Code or the Public Works Code. For any waiver or exemption, Developer shall comply with the City's existing processes to seek any necessary waivers or exemptions. The City's failure to enforce any part of the Subdivision Code or Public Works Code shall not be deemed a waiver of its right to do so thereafter, but it shall not override the Approvals standards set forth in Sections 3.2.6, 5.2, 5.3, and 5.4.

Section 5.3 Criteria for Later Approvals. Developer shall be responsible for obtaining all required Later Approvals before the start of any construction. The City, in granting the Approvals and vesting the Project through this Agreement, is limiting its future discretion with respect to Later Approvals to the extent that they are consistent with the Approvals and this Agreement. The City shall not disapprove applications for Later Approval based upon an item or element that is consistent with the Approvals, or impose new conditions that conflict with the Approvals, and shall consider all such applications in accordance with its customary practices (subject to the requirements of this Agreement). The City may subject a Later Approval to any condition that is necessary to bring the Later Approval into compliance with Applicable Laws. For any part of a Later Approval request that has not been previously reviewed or considered by the applicable City Agency (such as additional details or plans), the City Agency shall exercise its discretion consistent with the Municipal Code, the Approvals and otherwise in accordance with City's customary practice (but subject to the requirements of this Agreement). Nothing in this Agreement shall preclude the City from applying New City Laws for any development not within the definition of the "Project" under this Agreement.

Section 5.4 Strict Building Code Compliance.

5.4.1 City-Wide Building Codes. Except as otherwise provided in Section 5.4.2 and Section 4.3.3, when considering any application for a Later Approval, the City or the applicable City Agency shall apply the applicable provisions, requirements, rules, or regulations (including any applicable exceptions) that are contained in the San Francisco Building Codes, including the Public Works Code, Subdivision Code, Mechanical Code, Electrical Code, Green Building Code, Housing Code, Plumbing Code, Fire Code, or other uniform construction codes applicable on a City-Wide basis.

5.4.2 Applicability of Utility Infrastructure Standards. Nothing in this Development Agreement will preclude the City Agencies from applying then-current standards and New City Laws for Utility Infrastructure for each Later Approval if: (i) the standards for Utility Infrastructure as applied, City-Wide, are compatible with, and would not require a material modification to previously approved plans for the work (*e.g.,* changes that would involve the redesign of plans or documents that were previously approved), and (ii) the deviations are compatible with, and would not require any retrofit, material modification (including construction of new supplementary systems or improvements), removal, reconstruction or redesign of what was previously built as part of the Project. If Developer claims that the City's request for changes to design or construction documents violates the preceding sentence, it will submit to the City reasonable documentation to substantiate its claim, including bids, cost estimates, or other supporting documentation. The Parties agree to meet and confer for a period of not less than thirty (30) days to resolve any dispute regarding application

of this Section. If the Parties do not agree following the meet and confer period, Developer may seek judicial relief for any City violation of the limitations imposed by this Section.

Section 5.5 Denial of a Later Approval. If the City denies any application for a Later Approval that implements a Building that is part of the Project, the City must specify in writing the reasons for such denial and shall suggest modifications required for approval of the application. Any such specified modifications shall be consistent with Applicable Laws, and City staff shall approve the application if it is subsequently resubmitted for City review and corrects or mitigates, to the City's reasonable satisfaction, the stated reasons for the earlier denial in a manner that is consistent and compliant with Applicable Laws and does not include new or additional information or materials that give the City a reason to object to the application under the standards set forth in this Agreement.

Section 5.6 New City Laws. All future changes to Existing Standards and any other Laws, plans or policies adopted by the City or adopted by voter initiative after the Effective Date ("**New City Laws**") shall apply to the Project and the Project Site except to the extent they conflict with this Agreement or the terms and conditions of the Approvals. In the event of such a conflict, the terms of this Agreement and the Approvals shall prevail, subject to the terms of Section 5.8 (Changes in Federal or State Laws). All references to any part of the Municipal Code in this Agreement shall mean that part of the Municipal Code (including the Administrative Code) in effect on the Effective Date, with such changes and updates as are adopted from time to time, except for any changes or updates that conflict with this Agreement as set forth in Section 5.6.1.

5.6.1 New City Laws shall be deemed to conflict with this Agreement and the Approvals if they:

(a) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage or number of proposed Buildings (including the number of residential dwelling units) or change the location of proposed Buildings or change or reduce other improvements from that permitted under the Approvals;

(b) limit or reduce the height or bulk of the Project, or any part thereof, or otherwise require any reduction in the height or bulk of individual Buildings or other improvements that are permitted as part of the Project under the Approvals;

(c) limit, reduce or change the amounts of parking and loading spaces or location of vehicular access, parking or loading from that permitted under the Approvals, except as provided in the TDM Plan (defined in the Transportation Plan);

(d) limit any land uses for the Project from that permitted under the Approvals or the Existing Uses;

(e) except as provided in this Agreement, limit, control or delay in more than an insignificant manner the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Project, including the

demolition of existing buildings at the Project Site, except as expressly set forth in this Agreement;

(f) require the issuance of permits or approvals by the City other than those required under the Existing Standards, except for (i) permits or approvals required on a City-Wide basis that relate to construction of improvements and do not prevent construction of the applicable aspects of the Project that would be subject to such permits or approvals as and when intended by this Agreement, and (ii) permits that replace (but don't expand the scope or purpose of) existing permits;

(g) materially limit the availability of public utilities, services or facilities, or any privileges or rights to public utilities, services, or facilities for the Project;

(h) impose any ordinance, resolution, or regulation that controls commercial or residential rents or purchase prices charged within the Project or on the Project Site, except as such imposition is expressly required by this Agreement;

(i) materially and adversely limit the processing or procuring of applications and approvals of Later Approvals that are consistent with Approvals;

(j) increase the percentage of required affordable or BMR Units, change the AMI percentage levels for the affordable housing pricing or income eligibility, change the requirements regarding unit size, finishes, or unit type, control or limit home owner association or common area dues or amenity charges, or increase the amount or change the configuration of required open space; or

(k) impose new or modified Impact Fees and Exactions other than as permitted under Section 5.7 (Fees and Exactions).

5.6.2 Developer shall have the right, from time to time and at any time, to file Subdivision Map applications (including phased final map applications and development-specific condominium map or plan applications) with respect to some or all of the Project Site, and shall subdivide, reconfigure, or merge parcels within the Project Site as required to complete the Project before starting construction of the Project. The specific boundaries of parcels shall be set by Developer and approved by the City during the subdivision process. Nothing in this Agreement shall authorize Developer to subdivide or use any of the Project Site for purposes of sale, lease, or financing in any manner that conflicts with the Subdivision Map Act or with the Subdivision Code. Nothing in this Agreement shall prevent the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps so long as such changes do not conflict with the provisions of Applicable Laws or with the Approvals.

5.6.3 Developer may elect to have a New City Law that conflicts with this Agreement applied to the Project or the Project Site (or in the case of a Transferee, to the portion of the Project site owned by the Transferee) by giving the City written notice of its election to have a New City Law applied, in which case such New City Law shall be deemed to be an Existing Standard as to the Project or portion of the Project Site, as applicable; provided, however, that if the application of the New City Law would be a Material Change to the City's

obligations under this Agreement, the application of the New City Law will require the concurrence of any affected City Agencies.

Section 5.7 Impact Fees and Exactions.

5.7.1 Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in Section 5.7, and the City shall not impose any new Processing Fees or Impact Fees and Exactions on the development of the Project or impose new fees or exactions for the right to develop the Project (including required contributions of land, public amenities, or services) except as set forth in this Agreement. The Parties acknowledge that the provisions contained in Section 5.7 are intended to implement the intent of the Parties that Developer have the right to develop the Project pursuant to specified and known criteria and rules, and that the City receive the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties, and obligations, except as specifically provided in this Agreement.

5.7.2 Impact Fees and Exactions.

(a) During the Initial Term, as extended by a Litigation Extension (if any), (1) the only Impact Fees and Exactions that will apply to the Project will be the Impact Fees and Exactions listed on Exhibit U (the "**Applicable Impacts Fees and Exactions**"), and (2) the rates of the Applicable Impact Fees and Exactions as applied will be subject to annual escalation in accordance with the methodology currently provided in Planning Code Section 409 from the Effective Date to the date that the Applicable Impact Fee and Exaction is paid (the "**Annual Adjustment**").

(b) During the First Extended Term, Developer shall be subject to all increases in the rates of the Applicable Impact Fees and Exactions to the extent that such increases are applied City-Wide; provided, however, that any such increases shall be limited to the lesser of (i) a 10% increase from the applicable rate in place the immediately preceding year, and (ii) the rate otherwise generally applicable based on then current City standards.

(c) During the First Extended Term , Developer shall also be subject to any new Impact Fees and Exactions that apply to the Project so long as the new Impact Fee and Exaction is (i) generally applicable on a City-Wide Basis for similar land uses, and (ii) not redundant as to the Project of a fee, dedication, or requirement that is imposed under this Agreement; i.e. any fee, dedication, or requirement related to affordable housing, open space, transportation sustainability, child care, or sea-level rise.

(d) During the Second Extended Term, all Impact Fees and Exactions in effect at the time of assessment shall apply to any development on the Project Site.

5.7.3 Processing Fees. Developer shall pay all Processing Fees in effect, on a City-Wide basis, at the time that Developer applies for a Later Approval for which such Processing Fee is payable in connection with the applicable part of the Project.

Section 5.8 Changes in Federal or State Laws.

5.8.1 City's Exceptions. Notwithstanding any provision in this Agreement to the contrary, each City Agency having jurisdiction over the Project shall exercise its discretion under this Agreement in a manner that is consistent with the public health and safety and shall at all times retain its respective authority to take any action that is necessary to protect the physical health and safety of the public (the "**Public Health and Safety Exception**") or reasonably calculated and narrowly drawn to comply with applicable changes in Federal or State Law affecting the physical environment (the "**Federal or State Law Exception**"), including the authority to condition or deny a Later Approval or to adopt a new Law applicable to the Project so long as such condition or denial or new regulation (i)(a) is limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public, or (b) is required to comply with a Federal or State Law and in each case not for independent discretionary policy reasons that are inconsistent with the Approvals or this Agreement and (ii) is applicable on a City-Wide basis to the same or similarly situated uses and applied in an equitable and non-discriminatory manner. Developer retains the right to dispute any City reliance on the Public Health and Safety Exception or the Federal or State Law Exception. If the Parties are not able to reach agreement on such dispute following a reasonable meet and confer period, then Developer or City may seek judicial relief with respect to the matter.

5.8.2 Changes in Federal or State Laws. If Federal or State Laws issued, enacted, promulgated, adopted, passed, approved, made, implemented, amended, or interpreted after the Effective Date have gone into effect and (i) preclude or prevent compliance with one or more provisions of the Approvals or this Agreement, or (ii) materially and adversely affect Developer's or the City's rights, benefits, or obligations under this Agreement, then such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State Law. In such event, this Agreement shall be modified only to the extent necessary or required to comply with such Law, subject to the provisions of Section 5.8.4, as applicable.

5.8.3 Changes to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute. No amendment of or addition to the Development Agreement Statute that would affect the interpretation or enforceability of this Agreement or increase the obligations or diminish the development rights of Developer hereunder, or increase the obligations or diminish the benefits to the City hereunder shall be applicable to this Agreement unless such amendment or addition is specifically required by Law or is mandated by a court of competent jurisdiction. If such amendment or change is permissive rather than mandatory, this Agreement shall not be affected.

5.8.4 Effect on Agreement. If any of the modifications, amendments or additions described in Section 5.8 would materially and adversely affect the construction, development, use, operation, or occupancy of the Project as currently contemplated by the Approvals, or any material portion thereof, such that the Project, or the applicable portion thereof, becomes economically infeasible (a "**Law Adverse to Developer**"), then Developer shall notify the City and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. If any of the modifications, amendments or additions described in Section 5.8 would materially and adversely affect or limit the Community Benefits (a "**Law Adverse to the City**"), then the City shall notify Developer and propose

amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. Upon receipt of a notice under this Section 5.8.4, the Parties agree to meet and confer in good faith for a period of not less than sixty (60) days in an attempt to resolve the issue. If the Parties cannot resolve the issue in sixty (60) days or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. If the Parties remain unable to resolve the issue following such mediation, then either party shall have the right to seek available remedies at law or in equity to maintain the benefit of the bargain or alternatively to seek termination of this Agreement if the benefit of the bargain cannot be maintained in light of the Law Adverse to Developer or Law Adverse to the City.

Section 5.9 No Action to Impede Approvals. Except and only as required under Section 5.8, the City shall take no action under this Agreement nor impose any condition on the Project that would conflict with this Agreement or the Approvals. An action taken or condition imposed shall be deemed to be in conflict with this Agreement or the Approvals if such actions or conditions result in the occurrence of one or more of the circumstances identified in Section 5.6.1.

Section 5.10 Estoppel Certificates. Developer may, at any time, and from time to time, deliver notice to the Planning Director requesting that the Planning Director certify to Developer, a potential Transferee, or a potential lender to Developer, in writing that to the best of the Planning Director's knowledge: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, and if so amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information; (iii) Developer is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe therein the nature and amount of any such Defaults; and (iv) the findings of the City with respect to the most recent annual review performed pursuant to Section 8.1 (Annual Review). The Planning Director, acting on behalf of the City, shall execute and return such certificate within forty-five (45) days following receipt of the request.

Section 5.11 Existing, Continuing Uses and Interim Uses. The Parties acknowledge that the Existing Uses are lawfully authorized uses and may continue as such uses may be modified by the Project, provided that any modification thereof not a component of or contemplated by the Project is subject to Planning Code Section 178 and the applicable provisions of Article 5 (Vesting and City Obligations). Developer may install interim or temporary uses on the Project Site, which uses must be consistent with those uses allowed under the Project's zoning and the Project SUD.

Section 5.12 Costa-Hawkins Rental Housing Act.

5.12.1 Non-Applicability of Costa-Hawkins Act to BMR Units. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Rental Housing Act, California Civil Code sections 1954.50 et seq. (the "**Costa-Hawkins Act**") and San Francisco Administrative Code section 37.2(r)(5) provide for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit

that meets the definition of new construction, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (section 1954.52(b)). Based upon the language of the Costa-Hawkins Act and the terms of this Agreement, the Parties agree that the Costa-Hawkins Act and section 37.2(r)(5) do not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. This Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because this Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). The City and Developer would not be willing to enter into this Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code section 1954.52(b) for the reasons set forth in Section 5.12.

5.12.2 General Waiver Regarding BMR Units. Developer, on behalf of itself and all of its successors and assigns of all or any portion of the Project Site, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of this Agreement related to the establishment of the BMR Units under the Costa-Hawkins Act or section 37.2(r)(5) (as they may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under Law, the Parties acknowledge that they are important elements of the consideration for this Agreement and the Parties should not have the benefits of this Agreement without the burdens of this Agreement. Accordingly, if Developer challenges the application of this covenant and waiver, then such breach will be an Event of Default and City shall have the right to terminate this Agreement as to the portion of the Project under the ownership or control of Developer.

5.12.3 Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of Section 5.12 in any and all assignment and assumption agreements, and any and all recorded restrictions, for any portion of the Project Site that includes or will include BMR Units.

Section 5.13 Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute or initiate proceedings for any new or increased special tax or special assessment for a land-secured financing district (excluding the Project Special Taxes under the CFD Act contemplated by this Agreement and excluding business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site unless the new district is City-Wide, or Developer gives its prior written consent to or requests such proceedings, (ii) Developer and the City shall not take any other action that is inconsistent with the Financing Plan without the other Party's consent, and (ii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted solely at all or any part of the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any portion thereof, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

ARTICLE 6
NO DEVELOPMENT OBLIGATION

Section 6.1 No Development Obligation. There is no requirement that Developer initiate or complete development of the Project, subject to the requirement to provide the Associated Community Benefits (including the Public Improvements and the Privately-Owned Community Improvements) in accordance with this Agreement if Developer elects to Commence Construction and pursue to Completion a particular Development Phase as provided in the Phasing Plan and the Housing Plan. There is also no requirement that development be initiated or completed within any period of time or in any particular order, subject to the requirements relating to the Associated Community Benefits. The development of the Project is subject to numerous factors that are not within the control of Developer or the City, such as availability of financing, interest rates, access to capital, and similar factors. Except as expressly required by this Agreement, the City acknowledges that Developer may develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment. In *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), the California Supreme Court ruled that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development and controlling the parties' agreement. It is the intent of the Parties to avoid such a result by acknowledging and providing for the timing of development of the Project in the manner set forth herein. Accordingly, the Parties agree that except for the construction phasing required by Section 3.2, the Plan Documents (including deadlines for the completion of Associated Community Benefits), the Phasing Plan, the Housing Plan, the Mitigation Measures, and any express construction dates set forth in a Later Approval, (i) Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment, and (ii) that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement, and that without such a right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute, Chapter 56 and this Agreement. Notwithstanding the above, the City retains authority to reject any Developer request for temporary or interim Public Improvement or deferral of the construction of the permanent Public Improvement, and can require permanent Public Improvements with each Development Phase.

Section 6.2 Real Estate Transfers. Upon Developer's request, the City will vacate the streets shown on Exhibit V and transfer fee title to such streets to Developer upon satisfaction of all conditions for vacation and transfer, including Board of Supervisor approval of the vacation as required under the Subdivision Code and any City's receipt of any payments due under Section 6.3. In connection with the Trust Exchange, Developer shall transfer certain real property to the City as generally shown on Exhibit W. The City shall also have the right to accept from Developer temporary or permanent easements, as needed, in a form approved by the applicable City Agency and the City Attorney, for utility lines to be owned by the City. In addition, upon completion of the Public Improvements on Developer-owned property that will be owned, maintained, and operated by the City, Developer shall transfer fee title to the underlying real property to the City when required under the applicable Public Improvement Agreement. Developer shall prepare all maps and legal descriptions as required to effectuate the proposed real estate transfers subject to the approval of the Director of Property (and, where applicable,

the Public Works Director), which will not be unreasonably withheld. Following satisfaction of all conditions to closing, including the vacation and abandonment of any public rights and the relocation of any utilities in such real property, the City shall convey any real property to Developer, by quitclaim deed in the form attached as Exhibit X and Developer shall convey any real property to the City by grant deed in the form attached as Exhibit Y. Developer shall accept any City property strictly in its "as is" condition, without representation or warranty, and releases the City from any liability relating to the condition of the Property. Each Party shall have the right to perform physical, title, and other customary due diligence before accepting title to exchanged land, and shall have the right to object to the condition of the property, including the environmental condition, in its sole discretion. It shall be a condition precedent to the City's acceptance of any real property that the City obtain title insurance, at Developer's sole cost, in form and from an issuer reasonably acceptable to City in the amount of the fair market value of the land. Developer shall have the right, but not the obligation, to obtain title insurance for the real property that it accepts at Developer's sole cost. If the accepting Party objects to the condition of the real property, including any title exceptions, then the Parties shall meet and confer for a period of thirty (30) days, or such longer period as may be agreed to by the Parties, to try to reach a reasonable resolution. It is the Parties' intent that Developer shall pay all reasonable costs of remedying any objectionable property condition. If the Parties are not able to reach resolution, then neither Party shall be required to complete the real property transfer.

Section 6.3 Potential Payments for Real Property; Indemnification. If any real property exchange under this Agreement results in a net loss of acreage for the City (not including any submerged lands), then Developer shall pay to the City the fair market value of the real property loss at the time of transfer based on the then-current use of the property so transferred, as determined by appraisal and approved by City's Director of Property. The City shall not be required to pay for any net gain in real property; provided, however, such gain can be applied against future real property transfers for purposes of determining whether there has been a net loss as described above; provided, further, that any such gain shall be considered an Associated Community Benefit. Notwithstanding any such credit against future transfers, the City will not be required to reimburse any payments made for real property in connection with a previous transfer. Developer shall Indemnify the City against any and all Losses relating to real property conveyed by Developer to City under this Agreement, including but not limited to any Loss relating to the presence of hazardous materials in or on the real property at the time of transfer to the City.

Section 6.4 Street Vacations. The Parties acknowledge that all applicable City agencies having jurisdiction have reviewed and approved the proposed street vacation actions as shown on Exhibit V. As a result, the City hereby waives any requirement that the proposed street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC). Nothing in the foregoing affects or eliminates a City Agency's ability to comment on the street vacations before the vacation legislation is submitted to the Board of Supervisors, consistent with existing City practice, to ensure that all matters have been resolved in keeping with legal standards for the vacations.

Section 6.5 Public Trust. To effectuate the planned reconfiguration of lands within the Project Site that are or may be held subject to the public trust for commerce, navigation, and fishery (the "**Public Trust**"), the City, acting through the Port, RPD, and the Director of Real

Estate, and Developer agree to enter into a separate title settlement, public trust exchange and boundary line agreement with the California State Lands Commission ("**State Lands**") substantially in the form attached as Exhibit P (the "**Public Trust Exchange Agreement**"). The Public Trust Exchange Agreement provides that the Public Trust exchange as described therein (the "**Public Trust Exchange**") shall occur in one or two phases upon the satisfaction of certain conditions. A map showing the areas that will be removed from the Public Trust and the areas that will become subject to the Public Trust as part of the Public Trust Exchange is attached to the Public Trust Exchange Agreement. The City cannot transfer to Developer any lands that are (or may be) presently subject to the Public Trust until the Public Trust is removed from the land under the Exchange Agreement. The City and Developer shall each use reasonable efforts to satisfy the conditions and diligently and timely complete the Public Trust Exchange under the Public Trust Exchange Agreement to achieve a configuration of Public Trust and non-Public Trust lands substantially similar to that set forth in the Public Trust Exchange Agreement as and when needed to enable Developer to develop the Project, provided before closing (i) each Party shall have approved the condition of title and the condition of the real property as set forth in Section 6.2 (ii) the Port and RPD shall have entered into an MOU that defines the roles and responsibilities of each with respect to the lands subject to the Public Trust, and (iii) Developer shall have obtained its first Development Phase Approval. Developer shall initiate and complete, at no cost to the City, all mapping and legal descriptions and take such additional actions as may be needed to effectuate the Public Trust Exchange. At the Trust Exchange closing, the City shall record an open space covenant in the form of Exhibit Z to ensure RPD operation and management for park and open space uses of those portions of the India Basin Open Space and Big Green to be exchanged into the Public Trust and placed under Port jurisdiction for public trust purposes. The Parties acknowledge that, in accordance with the Public Trust Exchange Agreement, the governing body of State Lands (the State Lands Commission) must approve the Public Trust Exchange Agreement and certain conditions required by the Exchange Act must be satisfied before closing. Neither Developer nor the City shall engage in any activities that would be reasonably expected to jeopardize the parties' ability to satisfy the conditions for closing as set forth in the Exchange Act or the Public Trust Exchange Agreement. The City shall not be required to complete the Public Trust Exchange if Developer is in Default, or has not completed all mapping, surveys, and legal descriptions necessary, or has not paid or committed to pay all costs required to effectuate the closing. Promptly following the Public Trust Exchange, Developer and City will enter into a permit to enter in the form of Exhibit BB for the real property that will become the Big Green in order to provide Developer use of this site for construction staging and completion of the Big Green, and to require Developer maintenance of this real property until the Big Green is Completed.

Section 6.6 Reserved Easements. In connection with the Public Trust Exchange, Developer will reserve certain easements for non-potable water improvements, sanitary sewer improvements, overland release swales, stormwater treatment areas, stormwater conveyance improvements and outfalls over portions of the Big Green and India Basin Open Space as generally shown on Exhibit DD (collectively, the "**Facilities Easements**"). City will reasonably cooperate with Developer with the documentation and conveyance of such easements to insure that the Facilities Easements are in place before the Public Trust is placed on the applicable real property.

ARTICLE 7
MUTUAL OBLIGATIONS

Section 7.1 Notice of Completion, Revocation or Termination. Within thirty (30) days after any early revocation or termination of this Agreement (as to all or any part of the Project Site), the Parties agree to execute a written statement acknowledging such revocation or termination, signed by the appropriate agents of the City and Developer, and record such instrument in the Official Records. In addition, within thirty (30) days after Developer's request, when one or more Development Phases and all of the Associated Community Benefits and Infrastructure tied to those Development Phases have been completed, the City and Developer shall execute and record a notice of completion in the form attached as Exhibit AA for the applicable property.

Section 7.2 General Cooperation; Agreement to Cooperate. The Parties agree to cooperate with one another to expeditiously implement the Project in accordance with the Approvals, any Later Approvals and this Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of this Agreement, the Approvals and any Later Approvals are implemented. Except for ordinary administrative costs of the City, nothing in this Agreement obligates the City to spend any sums of money or incur any costs other than City Costs or costs that Developer reimburses through the payment of Processing Fees.

7.2.1 Specific Actions by the City. The City actions and proceedings subject to this Agreement shall be through the Planning Department, and/or the affected City Agencies (and when required by applicable Law, the Board of Supervisors), and shall include instituting and completing proceedings for temporary or permanent closing or occupancy, widening, modifying or changing the grades of streets and other necessary modifications of the streets, the street layout, and other public or private rights-of-way, including streetscape improvements, encroachment permits, improvement permits, and any requirement to abandon, remove, and relocate public utilities (and, when applicable, City utilities) as identified in the Approvals and Later Approvals.

7.2.2 Role of Planning Department, Public Works, and RPD. The Parties agree that the Planning Department will act as the City's lead agency to facilitate coordinated City review of applications for Later Approvals relating to development of the Project on the Developer Property, Public Works will act as the City's lead agency to facilitate coordinated City review of applications for Later Approvals relating to improvements on the current right of way, future right of way, and facility easements, and RPD will act as the City's lead agency to facilitate coordinated City review of applications for Later Approvals relating to development of the Project on the India Basin Open Space and Big Green. As such, Planning Department, Public Works, and RPD staff will, as applicable: (i) work with Developer to ensure that all such applications are technically sufficient and constitute complete applications and (ii) interface with City Agency staff responsible for reviewing any application under this Agreement to ensure that City Agency review of such applications are concurrent and that the approval process is efficient and orderly and avoids redundancies. Public Works shall be the City's lead agency for all actions subject to the Subdivision Map Act.

7.2.3 City Agencies.

(a) Review of Applications. Developer will submit each application for Later Approvals, including Design Review Applications and applications for the design and construction of Public Improvements (including Parks and Open Spaces) and Mitigation Measures, to the applicable lead City Agencies. Each City Agency, including the Port, RPD, PUC, SFMTA, SFFD, Public Works, and MOHCD, will process expeditiously and with due diligence all submissions, applications and requests by Developer for Later Approvals, including all permits, approvals, agreements, plans, and other actions that are necessary to implement the Project. Each City Agency will review submittals made to it for consistency with this Agreement, and will use good faith efforts to coordinate with any other applicable City Agency to determine completeness within thirty (30) days and to provide comments and make recommendations to Developer within sixty (60) days of the City Agency's receipt of the complete application. If the City Agency disapproves an application and Developer subsequently resubmits, the City Agency, will have an additional 30 days for review from receipt of the resubmittal (which period will include consultation with other City Agencies to the extent requested by the City Agency). This procedure will continue until the City Agency approves the amended application. Without limiting the foregoing, the City agrees to use good faith efforts to process all Tentative Subdivision Map applications in accordance with the time limits set forth in the Executive Directive 17-02 dated September 27, 2017.

(b) Review Standards. In considering any application, the City Agencies (i) will not impose requirements or conditions that are inconsistent with this Agreement, or impose new conditions that conflict with the Development Agreement, including any Plan Document or Approval, and (ii) will not disapprove the application or require any revisions to any application based on items that conform to and are consistent with this Agreement. Any City Agency denial of an application shall include a statement of the reasons for such denial. Developer will work collaboratively with the City Agencies to ensure that such application is discussed as early in the review process as possible and that Developer and the City Agencies act in concert with respect to these matters.

Section 7.3 Third Party Challenges. In the event of any Third-Party Challenge, the Parties shall cooperate in defending against such challenge. The City shall promptly notify Developer of any Third-Party Challenge instituted against the City. Developer shall assist and cooperate with the City at Developer's own expense in connection with any Third-Party Challenge. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of the Third-Party Challenge, at the City Attorney's sole discretion. Developer shall reimburse the City for its actual costs incurred in defense of the action or proceeding, including but not limited to the time and expenses of the City Attorney's Office (at the non-discounted rates then charged by the City Attorney's Office) and any consultants; *provided, however*, (i) Developer shall have the right to receive monthly invoices for all such costs, and (ii) Developer may elect to terminate this Agreement, and the Parties will thereafter seek to have the Third-Party Challenge dismissed. Developer shall have no obligation to reimburse any City costs incurred after the date of dismissal. The filing of any Third Party Challenge shall not delay or stop the development, processing, or construction of the Project or

the issuance of Later Approvals unless the third party obtains a court order preventing the activity.

Section 7.4 Good Faith and Fair Dealing. The Parties shall cooperate with each other and act in good faith in complying with the provisions of this Agreement and implementing the Approvals and any Later Approvals. In their course of performance under this Agreement, the Parties shall cooperate and shall undertake such actions as may be reasonably necessary to implement the Project as contemplated by this Agreement, including such actions as may be necessary to satisfy or effectuate any applicable conditions precedent to the performance of the Community Benefits.

Section 7.5 Permits to Enter City Property. Subject to the rights of any third party, the rights of the public and the City's reasonable agreement on the scope of the proposed work and insurance and security requirements, RPD or the Director of Property, as applicable, shall grant permits to enter City-owned property under their respective jurisdiction, including the Big Green, substantially in the form attached as Exhibit BB, including, without limitation, provisions regarding release, waivers, and indemnification in keeping with the City's standard practices, so long as the same is consistent with Applicable Law, and otherwise on commercially reasonable terms, in order to permit Developer to enter City-owned property as necessary to construct the Project or comply with or implement the Approvals or other requirements in this Agreement.

Section 7.6 Other Necessary Acts. Each Party shall use good faith efforts to take such further actions as may be reasonably necessary to carry out this Agreement, the Approvals and any Later Approvals, in accordance with the terms of this Agreement (and subject to all applicable Laws) in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder.

ARTICLE 8
PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

Section 8.1 Annual Review. Pursuant to Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code (as of the Effective Date), at the beginning of the second week of each January following final adoption of this Agreement and for so long as the Agreement is in effect (the "**Annual Review Date**"), the Planning Director shall commence a review to ascertain whether Developer has, in good faith, complied with the Agreement. The failure to commence such review in January shall not waive the Planning Director's right to do so later in the calendar year. The Planning Director may elect to forego an annual review if no significant construction work occurred on the Project Site during that year, or if such review is otherwise not deemed necessary.

Section 8.2 Review Procedure. In conducting the required initial and annual reviews of Developer's compliance with this Agreement, the Planning Director shall follow the process set forth in this Section 8.2.

8.2.1 Required Information from Developer. Within sixty (60) days following request by the Planning Director, Developer shall provide a letter to the Planning Director explaining, with appropriate backup documentation, Developer's compliance with this

Agreement for the preceding calendar year, including, but not limited to, compliance with the requirements regarding Community Benefits. The burden of proof, by substantial evidence, of compliance is upon Developer. The Planning Director shall post a copy of Developer's submittals on the Planning Department's website.

8.2.2 City Report. Within forty (40) days after Developer submits such letter, the Planning Director shall review the information submitted by Developer and all other available evidence regarding Developer's compliance with this Agreement, and shall consult with applicable City Agencies as appropriate. All such available evidence, including final staff reports, shall, upon receipt by the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether Developer has complied with the terms of this Agreement (the "**City Report**"), and post the City Report on the Planning Department's website. If the Planning Director finds on the basis of substantial evidence that the Developer has not complied in good faith with the terms and conditions of this Agreement, then the City may pursue available rights and remedies in accordance with this Agreement and Chapter 56. The City's failure to initiate or to timely complete the annual review shall not be a Default and shall not be deemed to be a waiver of the right to do so at a later date. All costs incurred by the City under Section 8.2 shall be included in the City Costs.

8.2.3 Effect on Transferees. If Developer has effected a Transfer so that its interest in the Project Site has been divided between Developer and Transferees or between or among Transferees, then the annual review hereunder shall be conducted separately with respect to Developer and each Transferee, but there can be no more than one master Developer/Transferee for each Development Phase. If portions of the Project Site are divided within a Development Phase to more than one Developer, then the Developers within the Development Phase shall jointly submit the materials required by this Article 8 and the City review process will proceed as one for the whole Development Phase. Notwithstanding the foregoing, the Planning Commission and Board of Supervisors shall make its determinations and take its action separately with respect to each Developer and each Transferee, as applicable, pursuant to Administrative Code Chapter 56. If the Board of Supervisors terminates, modifies, or takes such other actions as may be specified in Administrative Code Chapter 56 and this Agreement in connection with a determination that an individual Developer or a Transferee has not complied with the terms and conditions of this Agreement, such action by the Planning Director, Planning Commission, or Board of Supervisors shall be effective only as to the Party (and its Affiliates) as to whom the determination is made and the portions of the Project Site in which such Party (and its Affiliates) has an interest. In other words, even when the review process is bundled for multiple Developers/Transferees in a Development Phase, any action determination of noncompliance or default will be made only against the defaulting Party (and its Affiliates).

8.2.4 Default. The rights and powers of the City under Section 8.2 are in addition to, and shall not limit, the rights of the City to terminate or take other action under this Agreement on account of the commission by Developer of a Default.

ARTICLE 9
ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

Section 9.1 Enforcement. As of the date of this Agreement, the only Parties to this Agreement are the City and Developer. Except as expressly set forth in this Agreement (for successors, Transferees and Mortgagees), this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

Section 9.2 Meet and Confer Process; Non-Binding Arbitration. Before sending a notice of default in accordance with Section 9.3, the Party which may assert that the other Party has failed to perform or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than ten (10) business days, to respond to or cure such alleged failure. If the Parties cannot resolve the issue in ten (10) days or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. The meet and confer and non-binding arbitration process shall not be required (i) for any failure to pay amounts due and owing under this Agreement or (ii) if a delay in sending a notice pursuant to Section 9.3 would impair, prejudice, or otherwise adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request that such meeting and conference occur within three (3) business days following the request and if, despite the good faith efforts of the requesting Party, such meeting has not occurred within seven (7) business days of such request, then such Party shall be deemed to have satisfied the requirements of this Section 9.2 and may proceed in accordance with the issuance of a notice of default under Section 9.3

Section 9.3 Default. The following shall constitute a "**Default**" under this Agreement: (i) the failure to make any payment within sixty (60) days following notice that such payment was not made when due and demand for compliance; and (ii) the failure to perform or fulfill any other material term, provision, obligation, or covenant of this Agreement and the continuation of such failure for a period of sixty (60) days following notice and demand for compliance. Notwithstanding the foregoing, if a failure can be cured but the cure cannot reasonably be completed within sixty (60) days, then it shall not be considered a Default if a cure is commenced within said 60-day period and diligently prosecuted to completion thereafter. Any notice of default given by a Party shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured (if at all). Notwithstanding any other provision in this Agreement to the contrary, if Developer conveys or transfers some but not all of the Project or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore there is more than one Party that assumes obligations of "Developer" under this Agreement, there shall be no cross-default between the separate Parties that assumed Developer obligations. Accordingly, if a Transferee Defaults, it shall not be a Default by any other Transferee or Party that owns a different portion of the Project Site; provided, a Developer may be impacted by another Developer's Default based on City's right to withhold certificates of occupancy and Later Approvals as set forth in Section 9.4.4. For purposes of this Article 9, a Party shall include all of its Affiliates who have an ownership interest in a portion of the Project Sites, and therefore any termination or other remedy against that Party may include the same remedy against all such Affiliates.

Section 9.4 Remedies.

9.4.1 Specific Performance. Subject to, and as limited by, the provisions of Sections 9.4.3, 9.4.4, and 9.5, in the event of a Default, the remedies available to a Party shall include specific performance of this Agreement in addition to any other remedy available at law or in equity.

9.4.2 Termination. Subject to the limitation set forth in Section 9.4.4, in the event of a Default, and following a public hearing at the Board of Supervisors regarding such Event of Default and proposed termination, the non-defaulting Party may elect to terminate this Agreement by sending a notice of termination to the other Party, which notice of termination shall state the Default. Any such termination shall be effective upon the date set forth in the notice of termination, which shall in no event be earlier than ninety (90) days following delivery of the notice. Consistent with Sections 9.3 and 12.3, there are no cross-defaults under this Agreement, and therefore if there is more than one "Developer" (as it relates to different parts of the Project Site), then any termination of this Agreement for Default will be limited to the Developer that sent or received the termination notice together with its Affiliates; provided, the foregoing will not limit the City's right to withhold certificates of occupancy or Later Approvals to non-defaulting Developer (i) Project-wide when the Interim Requirements for affordable housing are not met by an Interim Measurement Date as set forth in the Housing Plan, or (ii) within the same Development Phase when the Parks and Open Spaces are not Completed when required under Section 3 of the Phasing Plan with regard to each applicable Development Phase, subject to all cure rights under this Agreement, the Housing Plan, and the Phasing Plan. The Party receiving the notice of termination may take legal action available at law or in equity if it believes the other Party's decision to terminate was not legally supportable.

9.4.3 Limited Damages. The Parties have determined that except as set forth in this Section 9.4.3, (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a Default hereunder, and (iii) equitable remedies and remedies at law, not including damages but including specific performance and termination, are particularly appropriate remedies for enforcement of this Agreement. Consequently, Developer agrees that the City shall not be liable to Developer for damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: (1) either Party shall have the right to recover actual damages only (and not consequential, punitive, or special damages, each of which is hereby expressly waived) for a Party's failure to pay sums to the other Party as and when due under this Agreement, but subject to any express conditions for such payment set forth in this Agreement, (2) the City shall have the right to recover actual damages for Developer's failure to make any payment due under any indemnity in this Agreement, (3) to the extent a court of competent jurisdiction determines that specific performance is not an available remedy with respect to an unperformed Associated Community Benefit, the City shall have the right to monetary damages equal to the costs that the City incurs or will incur to complete the Associated Community Benefit as determined by the court less any amounts actually collected by the City in exercising rights to security held by the City, (4) either Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 9.6, and (5) the City shall have the right to

administrative penalties or liquidated damages if and only to the extent expressly stated in an Exhibit to this Agreement or in the applicable portion of the San Francisco Municipal Code incorporated into this Agreement. For purposes of the foregoing, "**actual damages**" means the actual amount of the sum due and owing under this Agreement, with interest as provided by Law, together with such judgment collection activities as may be ordered by the judgment, and no additional sums.

9.4.4 City Processing/Certificates of Occupancy. The City shall not be required to process any requests for approval or take other actions under this Agreement during any period in which payments due the City from Developer are past due; provided, however, if Developer has conveyed or transferred some but not all of the Project or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore, there is more than one party that assumes obligations of "Developer" under this Agreement, then the City shall continue to process requests and take other actions as to the other portions of the Project so long as the applicable Developer as to those portions is current on payments due the City. The City shall have the right to withhold certificates of occupancy for a Building or to withhold issuance of Later Approvals (i) Project-wide if the Interim Requirements for affordable housing are not met by an Interim Measurement Date as set forth in the Housing Plan, or (ii) within a Development Phase if the Parks and Open Spaces are not Completed when required under Section 3 of the Phasing Plan with regard to that Development Phase, subject to all cure rights under this Agreement, the Housing Plan, and the Phasing Plan. Nothing in the foregoing limits City's rights and remedies under this Agreement for Default if Developer fails to initiate a cure and diligently prosecute such cure to completion.

Section 9.5 Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any condition or failure of performance, including a Default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other condition, action, or inaction or cover any other period of time other than any condition, action, or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action, or inaction, and the performance of the same or any other term or provision contained in this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

Section 9.6 Attorneys' Fees. Should legal action be brought by either Party against the other for a Default under this Agreement or to enforce any provision herein, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs. For purposes of this Agreement, "**reasonable attorneys' fees and costs**" means the reasonable fees and expenses of counsel to the Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants, and fees billed for law clerks, paralegals, librarians, and others not admitted to the bar but performing services under the supervision of an

attorney. The term "**reasonable attorneys' fees and costs**" shall also include, without limitation, all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Agreement, the reasonable fees of attorneys of City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the Law for which the City Attorney's Office's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

ARTICLE 10
FINANCING; RIGHTS OF MORTGAGEES

Section 10.1 Developer's Right to Mortgage. Nothing in this Agreement limits the right of Developer to mortgage or otherwise encumber all or any portion of the Project Site for the benefit of any Mortgagee as security for one or more loans. Developer represents that the only Mortgage on the Project Site is for the benefit of Encinal Partners II, LLC, a Nevada limited liability company.

Section 10.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement (except as set forth in this Section 10.2 and Section 10.5), a Mortgagee, including any Mortgagee who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, or conveyance or other action in lieu thereof, or other remedial action, shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or any part thereof or to guarantee such construction or completion. The foregoing provisions shall not be applicable to any party who, after a foreclosure, conveyance or other action in lieu thereof, or other remedial action, obtains title to some or all of the Project Site from or through the Mortgagee, or any other purchaser at a foreclosure sale other than the Mortgagee itself, on which certain Associated Community Benefits must be completed as set forth in Section 4.1. Nothing in this Section 10.2 or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any Mortgagee or any other person or entity to devote the Project Site or any part thereof to any uses other than uses consistent with this Agreement and the Approvals, nothing in this Section 10.2 shall be deemed to give any Mortgagee or any other person or entity the right to construct any improvements under this Agreement (other than as set forth above for required Community Benefits or as needed to complete improvements that have already begun) unless or until such person or entity assumes Developer's obligations under this Agreement.

Section 10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each Mortgagee having a Mortgage on the real property which is the subject of the breach or default who has previously made a written request to the City therefor, at the last address of such Mortgagee specified by such Mortgagee in such notice. In addition, if such breach or default remains uncured for the period permitted with respect thereto under this Agreement, the City shall deliver a notice of such failure to cure such breach or default to each such Mortgagee at such applicable address. A delay or failure by the

City to provide such notice required by this Section 10.3 shall extend for the number of days until notice is given, the time allowed to the Mortgagee for cure. In accordance with Section 2924b of the California Civil Code, the City requests that a copy of any notice of default and a copy of any notice of sale under any Mortgage be mailed to the City at the address for notices under this Agreement. Any Mortgagee relying on the protections set forth in this Article 10 shall send to the City a copy of any notice of default and notice of sale.

Section 10.4 Mortgagee's Option to Cure Defaults. After receiving any notice of failure to cure referred to in Section 10.3, each Mortgagee shall have the right, at its option, to commence within the same period as the Developer to remedy or cause to be remedied any Default, plus an additional period of: (a) ninety (90) days to cure a monetary Default; and (b) one hundred eighty (180) days to commence to cure a non-monetary event of default which is susceptible of cure by the Mortgagee without obtaining title to the applicable property and thereafter diligently pursue to completion. If an event of default is not cured within the applicable cure period, the City nonetheless shall refrain from exercising any of its remedies with respect to the event of default if, within the Mortgagee's applicable cure period: (i) the Mortgagee notifies the City that it intends to proceed with due diligence to foreclose the Mortgage or otherwise obtain title to the subject property; and (ii) the Mortgagee commences foreclosure proceedings within sixty (60) days after giving such notice, and thereafter diligently pursues such foreclosure to completion; and (iii) after obtaining title, the Mortgagee diligently proceeds to cure those events of default: (A) which are required to be cured by the Mortgagee and are susceptible of cure by the Mortgagee, and (B) of which the Mortgagee has been given notice by the City. Any such Mortgagee or Transferee of a Mortgagee who shall properly complete the improvements relating to the Project Site or applicable part thereof shall be entitled, upon written request made to the Agency, to a Certificate of Completion.

Section 10.5 Mortgagee's Obligations with Respect to the Property. Notwithstanding anything to the contrary in this Agreement, no Mortgagee shall have any obligations or other liabilities under this Agreement unless and until it acquires title by any method to all or some portion of the Project Site (referred to hereafter as "**Foreclosed Property**"). A Mortgagee that, by foreclosure under a Mortgage, acquires title to any Foreclosed Property shall take title subject to all of the terms and conditions of this Agreement, to the extent applicable to the Foreclosed Property, including any claims for payment or performance of obligations which are due as a condition to enjoying the benefits of this Agreement and shall have all of the rights and obligations of Developer under this Agreement as to the applicable Foreclosed Property, including completion of the Associated Community Benefits if and to the extent required under Section 4.1. Upon the occurrence and continuation of an uncured default by a Mortgagee or Transferee in the performance of any of the obligations to be performed by such Mortgagee or Transferee pursuant to this Agreement, the City shall be afforded all its remedies for such uncured default as provided in this Agreement.

Section 10.6 No Impairment of Mortgage. No default by Developer under this Agreement shall invalidate or defeat the lien of any Mortgagee. No foreclosure of any Mortgage or other lien shall defeat, diminish, render invalid or unenforceable or otherwise impair Developer's rights or obligations under this Agreement or constitute a default under this Agreement.

Section 10.7 Cured Defaults. Upon the curing of any event of default by any Mortgagee within the time provided in this Article 10 the City's right to pursue any remedies with respect to the cured event of default shall terminate.

ARTICLE 11
AMENDMENT; TERMINATION; EXTENSION OF TERM

Section 11.1 Amendment or Termination. This Agreement may only be amended with the mutual written consent of the City and Developer; provided that following a Transfer, the City and Developer, or any Transferee, may amend this Agreement as it affects Developer or the Transferee and the portion of the Project Site owned by Developer or the Transferee without affecting other portions of the Project Site or other Transferees. Other than upon the expiration of the Term and except as provided in Sections 2.2, 9.4.2, and 11.2, this Agreement may only be terminated with the mutual written consent of the Parties. Any amendment to this Agreement that does not constitute a Material Change may be agreed to by the Planning Director (and, to the extent it affects any rights or obligations of a City department, with the approval of that City Department). Any amendment that is a Material Change will require the approval of the Planning Director, the Planning Commission, and the Board of Supervisors (and, to the extent it affects any rights or obligations of a City department, after consultation with that City department). The determination of whether a proposed change constitutes a Material Change shall be made, on City's behalf, by the Planning Director following consultation with the City Attorney and any affected City Agency.

Section 11.2 Early Termination Rights. Developer shall, upon thirty (30) days prior notice to the City, have the right, in its sole and absolute discretion, to terminate this Agreement in its entirety at any time if Developer does not Commence Construction on any part of the Project Site by the date that is eight (8) years following the Effective Date, as extended by Litigation Delay.

Section 11.3 Termination and Vesting. Any termination under this Agreement shall concurrently effect a termination of the Approvals with respect to the terminated portion of the Project Site, except as to any Approval pertaining to a Building that has Commenced Construction in reliance thereon. In the event of any termination of this Agreement by Developer resulting from a Default by the City and except to the extent prevented by such City Default, Developer's obligation to complete the Associated Community Benefits shall continue as to the Building that has Commenced Construction and all relevant and applicable provisions of this Agreement shall be deemed to be in effect as such provisions are reasonably necessary in the construction, interpretation, or enforcement to this Agreement as to any such surviving obligations. The City's and Developer's rights and obligations under this Section 11.3 shall survive the termination of this Agreement.

Section 11.4 Amendment Exemptions. No issuance of a Later Approval, or amendment of an Approval or Later Approval, shall by itself require an amendment to this Agreement. And no change to the Project that is permitted under the Project SUD shall by itself require an amendment to this Agreement. Upon issuance or approval, any such matter shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in the amendment or Later Approval). Notwithstanding the foregoing, if

there is any direct conflict between the terms of this Agreement and a Later Approval, or between this Agreement and any amendment to an Approval or Later Approval, then the Parties shall concurrently amend this Agreement (subject to all necessary approvals in accordance with this Agreement) in order to ensure the terms of this Agreement are consistent with the proposed Later Approval or the proposed amendment to an Approval or Later Approval. The Planning Department, together with each affected City Agency, shall have the right to approve changes to the Project, including the Plan Documents, in keeping with its customary practices and the Project SUD, and any such changes shall not be deemed to conflict with or require an amendment to this Agreement or the Approvals so long as they do not constitute a Material Change. Any such change or update to the Plan Documents shall be maintained on file with the Planning Department. If the Parties fail to amend this Agreement as set forth above when required (*i.e.*, when there is a Material Change), however, then the terms of this Agreement shall prevail over any Later Approval or any amendment to an Approval or Later Approval that conflicts with this Agreement.

Section 11.5 Extension Due to Legal Action or Referendum. If any litigation is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this Agreement or any Approval (including but not limited to any CEQA determinations or any Later Approvals), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of this Agreement and all Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a "**Litigation Extension**"). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

ARTICLE 12
TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

Section 12.1 Permitted Transfer of this Agreement. At any time, Developer shall have the right to convey, assign, or transfer all of its right, title and interest in and to all or part of the Project Site (a "**Transfer**") without the City's consent, provided (a) that it also transfers to such party (the "**Transferee**") all of its interest, rights, or obligations under this Agreement with respect to such portion of the Project Site (the "**Transferred Property**"), and (b) there shall not be more than one Developer in an approved Development Phase that assumes responsibility for completion of the Public Improvements in that Development Phase (including the portions of the Parks and Open Spaces to be completed in that Development Phase but excluding the Transferable Infrastructure intended for completion with Vertical Improvements). Notwithstanding anything to the contrary in this Agreement, if Developer Transfers one or more parcels such that there are separate Developers within the Project Site, then the obligation to perform and complete the Associated Community Benefits for a Development Parcel shall be either (i) the sole responsibility of the applicable Transferee (*i.e.*, the person or entity that is the Developer for the legal parcel on which the Building is located) or (ii) the sole responsibility of the Developer, as set forth in a Development Phase Approval; provided, however, that (A) any ongoing obligations (such as open space operation and maintenance) may be transferred to a residential, commercial, or other management association ("**CMA**") on commercially reasonable terms so long as the CMA has the financial capacity and ability to perform the obligations so

transferred, and (B) each Developer must, on its own, satisfy the requirements of the Workforce Agreement as applied to its portion of the Project. Multiple Developers must coordinate on the housing data tables and maps as set forth in the Housing Plan and on the annual review process in Article 8.

Section 12.2 Notice of Transfer. Developer shall provide not less than ten (10) days' notice to the City before any proposed Transfer of its interests, rights, and obligations under this Agreement, together with a copy of the assignment and assumption agreement for that parcel (the "**Assignment and Assumption Agreement**"). The Assignment and Assumption Agreement shall be in recordable form, in substantially the form attached as Exhibit CC (including the indemnifications, the agreement and covenant not to challenge the enforceability of this Agreement, and not to sue the City for disputes between Developer and any Transferee) and any material changes to the attached form will be subject to the review and approval of the Director of Planning, not to be unreasonably withheld or delayed. The Director of Planning shall use good faith efforts to complete such review and grant or withhold approval within thirty (30) days after the Director of Planning's receipt of such material changes. Notwithstanding the foregoing, any Transfer of Community Benefit obligations to a CMA as set forth in Section 12.1 shall not require the transfer of land or any other real property interests to the CMA.

Section 12.3 Release of Liability. Upon recordation of any Assignment and Assumption Agreement (following the City's approval of any material changes thereto if required pursuant to Section 12.2), the assignor shall be released from any prospective liability or obligation under this Agreement related to the Transferred Property, except for obligations retained by the assignor as specified in the Assignment and Assumption Agreement, and the assignee/Transferee shall be deemed to be "Developer" under this Agreement with all rights and obligations related thereto with respect to the Transferred Property. Subject to the City's rights under Section 9.4.4, if a Transferee Defaults under this Agreement, such default shall not constitute a Default by Developer or any other Transferee with respect to any other portion of the Project Site and shall not entitle the City to terminate or modify this Agreement with respect to such other portion of the Project Site.

Section 12.4 Responsibility for Performance. The City is entitled to enforce each and every such obligation assumed by each Transferee directly against the Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert as a defense against the City's enforcement of performance of such obligation that such obligation (i) is attributable to Developer's breach of any duty or obligation to the Transferee arising out of the Transfer or the Assignment and Assumption Agreement or any other agreement or transaction between Developer and the Transferee, including any obligation retained by Developer to complete affordable housing or parks within the applicable Development Phase, or (ii) relates to the period before the Transfer. The foregoing notwithstanding, the Parties acknowledge and agree that a failure to complete a Mitigation Measure, affordable housing, or certain Parks and Open Spaces may, if not completed, delay or prevent a different party's ability to start or complete a specific Building or improvement under this Agreement if and to the extent the completion of the Mitigation Measure, the affordable housing, or the completion of the Parks and Open Spaces is a condition

to the other party's right to proceed, as specifically described in the Mitigation Measure, the Housing Plan and the Phasing Plan, and Developer and all Transferees assume this risk.

Section 12.5 Constructive Notice. Every person or entity who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project Site is, and shall be, constructively deemed to have consented to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site. Every person or entity who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project Site and undertakes any development activities at the Project Site, is, and shall be, constructively deemed to have consented and agreed to, and is obligated by all of the terms and conditions of this Agreement (as such terms and conditions apply to the Project Site or applicable portion thereof), whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site.

Section 12.6 Rights of Developer. The provisions in this Article 12 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements or licenses to facilitate development of the Project Site, (ii) encumbering the Project Site or any portion of the improvements thereon by any Mortgage, (iii) granting an occupancy leasehold interest in portions of the Project Site, (iv) entering into a joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, or (v) transferring all or a portion of the Project Site pursuant to a foreclosure, conveyance in lieu of foreclosure, or other remedial action in connection with a Mortgage.

ARTICLE 13
DEVELOPER REPRESENTATIONS AND WARRANTIES

Section 13.1 Interest of Developer; Due Organization and Standing. Developer represents that except for approximately 2.46 acres of the Developer Property, which Developer holds recorded options to purchase, it is the fee owner of the remaining Developer Property with the right and authority to enter into this Agreement. Developer is a California limited liability company, duly organized and validly existing and in good standing under the Laws of the State of California. Developer has all requisite power to own its property and authority to conduct its business as presently conducted. Developer represents and warrants that there is no Mortgage, existing lien or encumbrance recorded against the Project Site that, upon foreclosure or the exercise of remedies, would permit the beneficiary of the Mortgage, lien or encumbrance to eliminate or wipe out the obligations set forth in this Agreement that run with applicable land.

Section 13.2 No Inability to Perform; Valid Execution. Developer represents and warrants that it is not a party to any other agreement that would conflict with Developer's obligations under this Agreement and it has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement and the agreements contemplated hereby by Developer have been duly and validly authorized by all necessary action. This Agreement will be a legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with its terms.

Section 13.3 Conflict of Interest. Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the California Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the Term.

Section 13.4 Notification of Limitations on Contributions. Through execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

Section 13.5 Other Documents. To the current actual knowledge of _____ and _____, no document furnished by Developer to the City with its application for this Agreement nor this Agreement contains any untrue statement of material fact or omits a material fact necessary to make the statements contained therein, or herein, not misleading under the circumstances under which any such statement shall have been made.

Section 13.6 No Bankruptcy. Developer represents and warrants to the City that Developer has neither filed nor is the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or Laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Developer's knowledge, no such filing is threatened.

ARTICLE 14
MISCELLANEOUS PROVISIONS

Section 14.1 Entire Agreement. This Agreement, including the preamble paragraph, Recitals and Exhibits, and the agreements between the Parties specifically referenced in this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein.

Section 14.2 Incorporation of Exhibits. Except for the Approvals, which are listed solely for the convenience of the Parties, each Exhibit to this Agreement is incorporated herein and made a part hereof as if set forth in full. Each reference to an Exhibit in this Agreement shall mean that Exhibit as it may be updated or amended from time to time in accordance with the terms of this Agreement.

Section 14.3 Binding Covenants; Run With the Land. Pursuant to Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and, subject to the provisions of this Agreement, including without limitation Article 12, their respective heirs, successors (by merger, consolidation, or otherwise), and assigns, and all persons or entities acquiring the Project Site, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise), and assigns. Subject to the provisions of this Agreement, including without limitation Article 12, all provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable Law, including but not limited to California Civil Code Section 1468.

Section 14.4 Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the Laws of the State of California. All rights and obligations of the Parties under this Agreement are to be performed in the City and County of San Francisco, and the City and County of San Francisco shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

Section 14.5 Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both the City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. Each reference in this Agreement to this Agreement or any of the Approvals shall be deemed to refer to this Agreement or the Approvals as amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. In the event of a conflict between the provisions of this Agreement and Chapter 56, the provisions of this Agreement will govern and control.

Section 14.6 Project Is a Private Undertaking; No Joint Venture or Partnership. The development proposed to be undertaken by Developer on the Project Site is a private development. The City has no interest in, responsibility for, or duty to third persons concerning any of the improvements. Developer shall exercise full dominion and control over the Project Site, subject only to the limitations and obligations of Developer contained in this Agreement. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between the City and Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by Developer hereunder. If there is more than one entity that comprises Developer, the obligations and liabilities under this Agreement imposed on each member or entity that comprises Developer shall be joint and several.

Section 14.7 Recordation. Pursuant to the Development Agreement Statute and Chapter 56, the Clerk of the Board of Supervisors shall have a copy of this Agreement recorded in the Official Records within ten (10) days after the Effective Date of this Agreement or any amendment thereto, with costs to be borne by Developer.

Section 14.8 Obligations Not Dischargeable in Bankruptcy. Developer's obligations under this Agreement are not dischargeable in bankruptcy.

Section 14.9 Survival. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect except for any provision which, by its express terms, survive the expiration or termination of this Agreement.

Section 14.10 Signature in Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

Section 14.11 Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Either Party to this Agreement may at any time, upon notice to the other Party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To City:

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

with a copy to:

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

To Developer:

_____
[insert address]

Section 14.12 Limitations on Actions. Pursuant to Section 56.19 of the Administrative Code, any decision of the Board of Supervisors made pursuant to Chapter 56 shall be final. Any court action or proceeding to attack, review, set aside, void, or annul any final decision or determination by the Board of Supervisors shall be commenced within ninety (90) days after such decision or determination is final and effective. Any court action or proceeding to attack, review, set aside, void or annul any final decision by (i) the Planning Director made pursuant to Administrative Code Section 56.15(d)(3) or (ii) the Planning Commission pursuant to Administrative Code Section 56.17(e) shall be commenced within ninety (90) days after said decision is final.

Section 14.13 Severability. Except as is otherwise specifically provided for in this Agreement with respect to any Laws which conflict with this Agreement, if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect unless enforcement of the remaining portions of this Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

Section 14.14 MacBride Principles. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 *et seq.* The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Developer acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

Section 14.15 Tropical Hardwood and Virgin Redwood. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

Section 14.16 Sunshine. Developer understands and agrees that under the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (California Government Code Section 250 *et seq.*), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. To the extent that Developer in good faith believes that any financial materials reasonably requested by the City constitutes a trade secret or confidential proprietary information protected from disclosure under the Sunshine Ordinance and other Laws, Developer shall mark any such materials as such. When a City official or employee receives a request for information that has been so marked or designated, the City may request further evidence or explanation from Developer. If the City determines that the information does not constitute a trade secret or proprietary information protected from disclosure, the City shall notify Developer of that conclusion and that the information will be released by a specified date in order to provide Developer an opportunity to obtain a court order prohibiting disclosure.

Section 14.17 Non-Liability of City Officials and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official, or agent of City or other City Parties shall be personally liable to Developer,

its successors and assigns, in the event of any Default by City, or for any amount which may become due to Developer, its successors and assigns, under this Agreement.

Section 14.18 Non-Liability of Developer Officers and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, officer, employee, official, partner, employee, or agent of Developer or any affiliate of Developer shall be personally liable to City, its successors and assigns, in the event of any Default by Developer, or for any amount which may become due to City, its successors and assign, under this Agreement.

Section 14.19 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
John Rahaim
Director of Planning

Approved on _____, 2018
Board of Supervisors Ordinance No. _____

Approved:

By: _____
Naomi Kelly, City Administrator

By: _____
Mohammed Nuru, Director of Public Works

DEVELOPER:

India Basin Investment LLC, a California limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan, Deputy City Attorney

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Municipal Transportation Agency

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

By executing this SFMTA Consent, the undersigned confirms that the SFMTA Board of Directors, after considering at a duly noticed public hearing the Transportation Exhibit to the Development Agreement, the Infrastructure Plan, the Applicable Impact Fees and Exactions, and the CEQA Findings, including the Statement of Overriding Considerations, the MMRP, and the transportation-related Mitigation Measures and improvement measures, consented to the following:

1. The Development Agreement as it relates to matters under SFMTA jurisdiction, including the Transportation Exhibit to the Development Agreement, the Infrastructure Plan [as proposed for amendment by SFMTA staff], the Applicable Impact Fees and Exactions and the transportation-related CEQA Findings; and

2. Subject to Developer satisfying SFMTA's requirements and the transportation-related Mitigation Measures and improvement measures for design, construction, testing, performance, training, documentation, warranties, and guarantees, that are consistent with the applicable City regulations and applicable State and federal law and the plans and specifications approved by the SFMTA under the terms of the Development Agreement, SFMTA's accepting the SFMTA Infrastructure described in the Infrastructure Plan and the Transportation Exhibit that will be under SFMTA jurisdiction.

3. SFMTA has reviewed and approved the proposed street vacation actions as shown on Exhibit V. As a result, SFMTA waives any requirement that the proposed street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC).

4. Delegating to the SFMTA Director of Transportation any Later Approvals of the SFMTA under the Development Agreement, subject to applicable law including the City's Charter.

5. The SFMTA Board of Directors also directs the SFMTA Director of Transportation to administer and direct the allocation and use of Transportation Fees in in accordance with Planning Code section 411A.7, as provided in Exhibit U.

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

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

By: _____
Ed Reiskin, Director of Transportation

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

By: _____
Deputy City Attorney

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Public Utilities Commission

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

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

1. The Development Agreement as it relates to matters under SFPUC jurisdiction, including, but not limited to, the Infrastructure Plan and the SFPUC-related Mitigation Measures. The SFPUC acknowledges that the Maintenance Matrix is in draft form as contemplated in the Finance Plan. The SFPUC expressly reserves the right to review, comment upon, and approve the Maintenance Matrix before the formation of the CFD, as contemplated in the Financing Plan.

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

3. Delegating to the SFPUC General Manager any Later Approvals of the SFPUC under the Development Agreement, including approvals of Development Phase Applications and the Maintenance Matrix, subject to applicable law including the City's Charter.

4. SFPUC has reviewed and approved the proposed street vacation actions as shown on Exhibit V. As a result, SFPUC waives any requirement that the proposed street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC). By authorizing this SFPUC Consent, the SFPUC does not intend to in any way limit the exclusive authority of the SFPUC as set forth in Article VIIIB of the City's Charter.

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

By: _____
Harlan Kelly, General Manager

CONSENT TO DEVELOPMENT AGREEMENT
Port Commission

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

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

1. The Development Agreement, Public Trust Exchange Agreement and the Open Space Covenant, each as they relate to matters under Port jurisdiction, including, any Infrastructure, and other Public Improvements planned for land under Port jurisdiction.

2. Developer's Completion of the Parks and Open Spaces as set forth in the Development Agreement.

3. Delegating to the Port Executive Director any Later Approvals of the Port under the Development Agreement, including execution and performance of the Public Trust Exchange Agreement and the Open Space Covenant, subject to applicable law including the City's Charter.

4. The Port Commission has reviewed and approved the proposed street vacation actions as shown on Exhibit V. As a result, the Port Commission waives any requirement that the proposed street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC).

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

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

By: _____
Elaine Forbes, Executive Director

CONSENT TO DEVELOPMENT AGREEMENT
RPD Commission

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

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

1. The Development Agreement, Public Trust Exchange Agreement and the Open Space Covenant, each as they relate to matters under RPD jurisdiction, including, any Infrastructure, Stormwater Management Improvements, and other Public Improvements planned for land that will be operated and maintained by RPD.

2. Developer's Completion of the Parks and Open Spaces as set forth in the Development Agreement.

3. Delegating to the RPD General Manager any Later Approvals of RPD under the Development Agreement, together with execution and performance authority required for the Public Trust Exchange Agreement and the Open Space Covenant, subject to applicable law including the City's Charter.

4. The RPD Commission has reviewed and approved the proposed street vacation actions as shown on Exhibit V. As a result, the RPD Commission waives any requirement that the proposed street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC).

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

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

By: _____
Phil Ginsburg, General Manager

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Fire Department

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

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

2. Subject to Developer satisfying the SFFD's requirements for construction consistent with the Development Agreement and applicable State and federal law, the City's acceptance of Infrastructure Completed by Developer.

3. The SFFD has reviewed and approved the proposed street vacation actions as shown on Exhibit V. As a result, SFFD waives any requirement that the proposed street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC).

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

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

By: _____
Fire Chief

By: _____
Fire Marshall

EXHIBIT A

Developer Property Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

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

PARCEL ONE:

LOTS 4, 17, 21, 22, AND 23, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF EAST INDIA BASIN BUSINESS PARK, BEING A PORTION OF THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION AND A PORTION OF SALT MARSH AND TIDE LAND SURVEY, SAN FRANCISCO, STATE OF CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON MAY 4, 1988 IN BOOK "Y" OF MAPS AT PAGES 18 AND 19.

EXCEPTING THEREFROM THAT PORTION OF LOT 17 DESIGNATED AS PARCEL "C" AND THAT PORTION OF LOT 22 DESIGNATED AS PARCEL "D", AS SHOWN ON SAID MAP.

ASSESSOR'S PARCEL NOS.: LOT 100, BLOCK 4606; LOTS 5 AND 100, BLOCK 4630; LOTS 16, 18 (PORTION), 100 AND 101, BLOCK 4621; LOTS 1 AND 2 (PORTION), BLOCK 4620; LOT 25 (PORTION), BLOCK 4607

PARCEL TWO:

LOT 12 AS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF EAST INDIA BASIN BUSINESS PARK, BEING A PORTION OF THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION AND A PORTION OF SALT MARSH AND TIDE LAND SURVEY, SAN FRANCISCO, STATE OF CALIFORNIA", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA ON MAY 4, 1988 IN BOOK "Y" OF MAPS AT PAGES 18 AND 19.

ASSESSOR'S PARCEL NOS.: LOTS 9, 10 AND 10-A, BLOCK 4644

PARCEL THREE:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF HUDSON AVENUE, DISTANT THEREON 150 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF HUDSON AVENUE 200 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 200 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING LOTS 3 AND 4 AND A PORTION OF LOT 5, BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 10-C, BLOCK 4644

PARCEL FOUR:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF FITCH STREET WITH THE SOUTHWESTERLY LINE OF DAVIDSON AVENUE; RUNNING THENCE SOUTHEASTERLY AND ALONG SAID LINE OF DAVIDSON AVENUE 600 FEET TO THE NORTHWESTERLY LINE OF EARL STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY AND ALONG SAID NORTHWESTERLY LINE OF EARL STREET 200 FEET TO

THE NORTHEASTERLY LINE OF EVANS AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY AND ALONG SAID LINE OF EVANS AVENUE 600 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY AND ALONG SAID SOUTHEASTERLY LINE OF FITCH STREET 200 FEET TO SAID SOUTHWESTERLY LINE OF DAVIDSON AVENUE AND THE POINT OF BEGINNING.

BEING LOT NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 AND 24 IN BLOCK 74, TIDE LANDS, AND BEING THE WHOLE OF SAID TIDE LANDS BLOCK NO. 74.

EXCEPTING THEREFROM:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF FITCH STREET AND THE NORTHEASTERLY LINE OF EVANS AVENUE; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 600.00 FEET; THENCE NORTH 51°10'45" WEST 310.909 FEET; THENCE NORTHWESTERLY TANGENT TO THE PRECEDING COURSE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 11°12'53" THROUGH AN ARC LENGTH OF 293.603 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, NON-TANGENT TO THE PRECEDING CURVE SOUTH 35°31'39" WEST 63.215 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS.: LOTS 1, 2, 3, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, BLOCK 4596

PARCEL FIVE:

PARCEL A:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF EARL STREET AND THE SOUTHWESTERLY LINE OF CUSTER AVENUE; RUNNING THENCE NORTHWESTERLY AND ALONG SAID LINE OF CUSTER AVENUE 200 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE NORTHEASTERLY LINE OF DAVIDSON AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID LINE OF DAVIDSON AVENUE 200 FEET TO THE NORTHWESTERLY LINE OF EARL STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF EARL STREET 200 FEET TO THE POINT OF BEGINNING.

BEING A PART OF BLOCK NO. 65, TIDE LANDS.

PARCEL B:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF DAVIDSON AVENUE AND THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY AND ALONG SAID LINE OF DAVIDSON AVENUE 350 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 200 FEET TO THE SOUTHWESTERLY LINE OF CUSTER AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF CUSTER AVENUE 350 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID LINE OF FITCH STREET 200 FEET TO THE POINT OF BEGINNING.

BEING LOTS 8 TO 21, INCLUSIVE, IN BLOCK NO. 65, TIDE LANDS.

ASSESSOR'S PARCEL NOS.: LOTS 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23 AND 24, BLOCK 4587

PARCEL SIX:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF DAVIDSON AVENUE AND THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF FITCH STREET 200 FEET TO THE NORTHEASTERLY LINE OF EVANS AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF EVANS AVENUE 600 FEET TO THE SOUTHEASTERLY LINE OF GRIFFITH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF GRIFFITH STREET 133 FEET AND 7 INCHES TO THE SOUTHERLY LINE OF INDIA STREET; THENCE EASTERLY ALONG SAID LINE OF INDIA STREET 103 FEET AND 8 INCHES TO THE SOUTHWESTERLY LINE OF DAVIDSON AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF DAVIDSON AVENUE 520 FEET AND 5 INCHES TO THE POINT OF BEGINNING.

BEING BLOCK NO. 75, ACCORDING TO THE MAP OF THE SALT MARSH AND TIDE LAND SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

EXCEPTING THEREFROM:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE NORTHEASTERLY LINE OF EVANS AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE NORTH 54°28'21" WEST 300.168 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTHEASTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 35°31'39" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 93°44'04" THROUGH AN ARC LENGTH OF 179.957 FEET; THENCE SOUTHEASTERLY AND ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 10°37'58" THROUGH AN ARC LENGTH OF 185.577 FEET TO SAID NORTHWESTERLY LINE OF FITCH STREET; THENCE NON-TANGENT TO THE PRECEDING CURVE ALONG SAID NORTHWESTERLY LINE, SOUTH 35°31'39" WEST 80.616 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS.: LOTS 1, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 AND 25, BLOCK 4597

PARCEL SEVEN:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF EVANS AVENUE AND THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF FITCH STREET 200 FEET TO THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF FAIRFAX AVENUE 600 FEET TO THE SOUTHEASTERLY LINE OF GRIFFITH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF GRIFFITH STREET 200 FEET TO THE SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID LINE OF EVANS AVENUE 600 FEET TO THE POINT OF BEGINNING.

BEING BLOCK 103, ACCORDING TO THE MAP OF THE SALT MARSH AND TIDE LAND SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE FROM SAID POINT OF BEGINNING NORTH 54°28'21" WEST 296.037 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 33°51'05" WEST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 6°42'47" THROUGH AN ARC LENGTH OF 175.748 FEET; THENCE TANGENT TO THE PRECEDING CURVE SOUTH 40°33'53" WEST 24.523 FEET TO THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 170.832 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 43°17'33" EAST 131.203 FEET; THENCE SOUTH 54°28'21" EAST 89.337 FEET; THENCE NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 70°22'44" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 27°56'44" THROUGH AN ARC LENGTH OF 34.148 FEET TO THE ABOVE DESCRIBED NORTHWESTERLY LINE OF FITCH STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 47.744 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS.: LOTS 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 25, BLOCK 4606

PARCEL EIGHT:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE AND THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHWESTERLY ALONG SAID LINE OF GRIFFITH STREET 200 FEET TO THE NORTHEASTERLY LINE OF GALVEZ AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID LINE OF GALVEZ AVENUE 600 FEET TO THE NORTHWESTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF FITCH STREET 200 FEET TO THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID LINE OF FAIRFAX AVENUE 600 FEET TO THE POINT OF BEGINNING.

BEING ALL OF FRACTIONAL BLOCK NO. 116, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION, AND ALL OF FRACTIONAL BLOCK NO. 116, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 289.608 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE SOUTH 54°28'21" EAST 105.883 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 32°31'03" EAST 44.888 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73°43'21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE NORTHEASTERLY, NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 29°07'46" EAST ON THE

ARC OF A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 21.954 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 40°33'53" EAST 62.786 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF GALVEZ AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 277.721 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 112.551 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTHEASTERLY, NORTH 55°14'30" EAST 40.680 FEET; THENCE NORTH 32°31'03" EAST 117.040 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73°43'21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE SOUTHWESTERLY, NON-TANGENT TO THE PRECEDING COURSE, FROM A TANGENT THAT BEARS SOUTH 29°07'46" WEST ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 11°53'54" THROUGH AN ARC LENGTH OF 22.843 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75 FEET AND A CENTRAL ANGLE OF 30°54'51" THROUGH AN ARC LENGTH OF 40.467 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 3°09'09" THROUGH AN ARC LENGTH OF 55.024 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS.: LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 19 AND 20, BLOCK 4621

PARCEL NINE:

LOT 3, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 23, PAGE 27, FILED MARCH 26, 1982 IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM:

ALL THAT PORTION LYING SOUTHEASTERLY OF THE NORTHWESTERLY BOUNDARY LINE OF THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF HUDSON AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 207.857 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 100.00 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 35°31'39" EAST 50.000 FEET; THENCE NORTH 55°14'30" EAST 159.339 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF GALVEZ AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54°28'21" WEST 110.162 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 56°07'27" WEST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 6°12'55" THROUGH AN ARC LENGTH OF 108.476 FEET; THENCE SOUTHWESTERLY ON A COURSE NON-TANGENT TO THE PRECEDING CURVE, SOUTH 35°31'39" WEST 100.725 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO.: LOT 6, BLOCK 4630

PARCEL TEN:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 200 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF INNES AVENUE 25 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 25 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 4-A, BLOCK 4644

PARCEL ELEVEN:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 225 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID LINE OF INNES AVENUE 25 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 25 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING PART OF LOT 13 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 5, BLOCK 4644

PARCEL TWELVE:

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 225 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF INNES AVENUE 25 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 25 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF LOT 12 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 6-A, BLOCK 4644

PARCEL THIRTEEN:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 150 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF INNES STREET 75 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 75 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING LOT 11 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 7, BLOCK 4644

PARCEL FOURTEEN:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE, DISTANT THEREON 250 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE OF INNES AVENUE 50 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 50 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 12 IN BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO.: LOT 6, BLOCK 4644

PARCEL FIFTEEN:

PARCEL A:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF CUSTER AVENUE AND THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY AND ALONG SAID LINE OF CUSTER AVENUE 200 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 200 FEET TO THE SOUTHWESTERLY LINE OF BURKE AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF BURKE AVENUE 200 FEET TO THE NORTHWESTERLY LINE OF EARL STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID LINE OF EARL STREET 200 FEET TO THE POINT OF BEGINNING.

BEING LOT NOS. 1, 2, 3, 4, 5, 6, 23 AND 24, BLOCK 39, TIDE LANDS.

PARCEL B:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF CUSTER AVENUE, DISTANT THEREON 200 FEET NORTHWESTERLY FROM THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE NORTHWESTERLY AND ALONG SAID LINE OF CUSTER AVENUE 400 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG SAID LINE OF FITCH STREET 127 FEET AND 8 INCHES TO THE SOUTHERLY LINE OF INDIA STREET; THENCE EASTERLY ALONG SAID LINE OF INDIA STREET 112 FEET AND 11 INCHES TO THE SOUTHWESTERLY LINE OF BURKE AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF BURKE AVENUE 313 FEET AND 3-1/2 INCHES TO A LINE DRAWN NORTHEASTERLY FROM THE POINT OF BEGINNING AT A RIGHT ANGLE TO THE NORTHEASTERLY LINE OF CUSTER AVENUE; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 39, SALT MARSH AND TIDE LANDS.

ASSESSOR'S PARCEL NOS.: LOTS 1 AND 1-A, BLOCK 4579

PARCEL SIXTEEN:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF ARTHUR AVENUE WITH THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE SOUTHWESTERLY AND ALONG SAID LINE OF EARL STREET 200 FEET TO THE NORTHEASTERLY LINE OF BURKE AVENUE; THENCE NORTHWESTERLY AND ALONG SAID LINE OF BURKE AVENUE 417 FEET AND 5 INCHES TO THE SOUTHERLY LINE OF INDIA STREET; THENCE EASTERLY ALONG SAID LINE OF INDIA STREET 312 FEET AND 2-1/2 INCHES TO THE SOUTHWESTERLY LINE OF ARTHUR AVENUE; THENCE SOUTHEASTERLY ALONG SAID LINE OF ARTHUR AVENUE 177 FEET AND 9 INCHES TO THE POINT OF BEGINNING.

BEING BLOCK NO. 32 OF TIDE LANDS.

ASSESSOR'S PARCEL NOS.: LOTS 1-13 INCLUSIVE, BLOCK 4572

LEGAL DESCRIPTION (AB 4644, LOT 10B)

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

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF HUDSON AVENUE DISTANT THEREON 200 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY AND ALONG SAID LINE OF HUDSON AVENUE 50 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 50 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET TO THE POINT OF COMMENCEMENT.

BEING PART OF LOTS NOS. 5 AND 6 IN BLOCK NO. 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

LEGAL DESCRIPTION (AB 4644, LOT 8)

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

COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF INNES AVENUE DISTANT THEREON 75 FEET SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF FITCH STREET; RUNNING THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF INNES AVENUE 75 FEET; THENCE AT A RIGHT ANGLE NORTHEASTERLY 100 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 75 FEET; AND THENCE AT A RIGHT ANGLE SOUTHWESTERLY 100 FEET TO THE NORTHEASTERLY LINE OF INNES AVENUE AND THE POINT OF COMMENCEMENT.

BEING LOT 10, BLOCK 158, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S LOT 008; BLOCK 4644

EXHIBIT B

India Basin Open Space Legal Description

EXHIBIT B

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, IN THE COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

TRACT ONE:

ALL THOSE CERTAIN LANDS GRANTED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, BY DEED RECORDED NOVEMBER 20, 1987 IN REEL E 474 OF OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT IMAGE 876, AS INSTRUMENT NO. E091188, DESCRIBED AS FOLLOWS:

PARCEL ONE:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF HUDSON AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 207.857 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 100.000 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 35°31'39" EAST 50.000 FEET; THENCE NORTH 55°14'30" EAST 159.339 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF GALVEZ AVENUE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54°28'21" WEST 110.162 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 56°07'27" WEST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 6°12'55" THROUGH AN ARC LENGTH OF 108.476 FEET; THENCE SOUTHWESTERLY ON A COURSE NON-TANGENT TO THE PRECEDING CURVE, SOUTH 35°31'39" WEST 100.725 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK 146, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO. : LOT 007, BLOCK 4630

PARCEL TWO:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF GALVEZ AVENUE, DISTANT THEREON SOUTH 54°28'21" EAST 277.721 FEET FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 112.551 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTHEASTERLY, NORTH 55°14'30" EAST 40.680 FEET; THENCE NORTH 32°31'03" EAST 117.040 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION, THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73°43'21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE SOUTHWESTERLY, NON-TANGENT TO THE PRECEDING COURSE, FROM A TANGENT THAT BEARS SOUTH 29°07'46" WEST ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 11°53'54" THROUGH AN ARC LENGTH OF 22.843 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75 FEET AND A CENTRAL ANGLE OF 30°54'51" THROUGH AN ARC LENGTH OF 40.467 FEET; THENCE SOUTHWESTERLY TANGENT TO THE PRECEDING CURVE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 3°09'09" THROUGH AN ARC LENGTH OF 55.024 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 116, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION, AND PORTION OF FRACTIONAL BLOCK NO. 116, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ASSESSOR'S PARCEL NO. : LOT 021, BLOCK 4621 (PORTION)

PARCEL THREE:

EXHIBIT B
(Continued)

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE, DISTANT THEREON SOUTH 54° 28' 21" EAST 289.608 FROM THE SOUTHEASTERLY LINE OF GRIFFITH STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE SOUTH 54° 28' 21" EAST 105.883 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTH 32° 31' 03" EAST 44.888 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE NORTHWESTERLY ALONG LAST SAID LINE NORTH 73° 43' 21" WEST 120.214 FEET; THENCE LEAVING LAST SAID LINE NORTHEASTERLY, NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 29° 07' 46" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 11° 26' 06" THROUGH AN ARC LENGTH OF 21.954 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTH 40° 33' 53" EAST 62.786 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 116, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION, AND PORTION OF FRACTIONAL BLOCK NO. 116, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ASSESSOR'S PARCEL NO. : LOT 021, BLOCK 4621 (PORTION)

PARCEL FOUR:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE FROM SAID POINT OF BEGINNING NORTH 54°28'21" WEST 296.037 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE SOUTHWESTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 33°51'05" WEST ON THE ARC OR A CURVE TO THE RIGHT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 6°42'47", THROUGH AN ARC LENGTH OF 175.748 FEET; THENCE TANGENT TO THE PRECEDING CURVE SOUTH 40°33'53" WEST 24.523 FEET TO THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 170.832 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE NORTH 43°17'33" EAST 131.203 FEET; THENCE SOUTH 54°28'21" EAST 89.337 FEET; THENCE NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 70°22'44" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 27°56'44" THROUGH AN ARC LENGTH OF 34.148 FEET, TO THE ABOVE DESCRIBED NORTHWESTERLY LINE OF FITCH STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 47.744 FEET TO THE POINT OF BEGINNING.

BEING BLOCK 103, ACCORDING TO MAP OF THE SALT MARSH AND TIDE LANDS SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT OF SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

ASSESSOR'S PARCEL NO. : LOT 026, BLOCK 4606

PARCEL FIVE:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF FITCH STREET AND THE NORTHEASTERLY LINE OF EVANS AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE NORTH 54°28'21" WEST 300.168 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTHEASTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 35°31'39" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 93°44'04" THROUGH AN ARC LENGTH OF 179.957 FEET; THENCE SOUTHEASTERLY AND ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 10°37'58" THROUGH AN ARC LENGTH OF 185.577 FEET TO SAID NORTHWESTERLY LINE OF FITCH STREET; THENCE NON-TANGENT TO THE

EXHIBIT B
(Continued)

PRECEDING CURVE ALONG SAID NORTHWESTERLY LINE, SOUTH 35°31'39" WEST 80.616 FEET TO THE POINT OF BEGINNING.

BEING BLOCK NO. 75, ACCORDING TO MAP OF THE SALT MARSH AND TIDE LANDS SURVEY, MADE BY THE BOARD OF TIDE LAND COMMISSIONERS UNDER AND BY VIRTUE OF THE ACT OF THE LEGISLATURE OF THE STATE OF CALIFORNIA, APPROVED MARCH 30, 1868, AND THE ACT OF SUPPLEMENTARY THERETO AND AMENDATORY THEREOF, APPROVED APRIL 1, 1870.

ASSESSOR'S PARCEL NO.: LOT 026, BLOCK 4597

PARCEL SIX:

BEGINNING AT THE INTERSECTION OE THE SOUTHEASTERLY LINE OE FITCH STREET AND THE NORTHEASTERLY LINE OE EVANS AVENUE; RUNNING THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE SOUTH 54°28'21" EAST 600.00 FEET; THENCE NORTH 51°10'45" WEST 310.909 FEET; THENCE NORTHWESTERLY TANGENT TO THE PRECEDING COURSE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OE 1500 FEET AND A CENTRAL ANGLE OE 11°12'53" THROUGH AN ARC LENGTH OF 293.603 FEET TO SAID SOUTHEASTERLY LINE OE FITCH STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, NON-TANGENT TO THE PRECEDING CURVE SOUTH 35°31'39" WEST 63.215 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF BLOCK NO. 74, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ASSESSOR'S PARCEL NO. : LOT 026, BLOCK 4596

PARCEL SEVEN:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF EARL STREET AND THE SOUTHWESTERLY LINE OF EVANS AVENUE; RUNNING THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54°28'21" WEST 600.000 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 35°31'39" WEST 47.743 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, SOUTHEASTERLY NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 27°11'12" EAST ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 27°58'45" THROUGH AN ARC LENGTH OF 34.142 FEET; THENCE NON-TANGENT TO THE PRECEDING CURVE SOUTH 54°28'21" EAST 320.000 FEET; THENCE SOUTH 33°54'59" EAST 42.720 FEET, THENCE SOUTH 54°28'21" EAST 35.160 FEET TO THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE ALONG LAST SAID LINE SOUTH 73°43'21" EAST 190.020 FEET TO THE ABOVE DESCRIBED NORTHWESTERLY LINE OF EARL STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35°31'39" EAST 22.360 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 104, SALT MARSH AND TIDE LANDS SURVEY, AND PORTION OF FRACTIONAL BLOCK NO. 104, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO. : LOT 024, BLOCK 4607

PARCEL EIGHT:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF EARL STREET, SAID POINT BEING DISTANT SOUTH 35° 31' 39" WEST 22.360 FEET FROM THE SOUTHWESTERLY LINE OF EVANS AVENUE, SAID POINT OF BEGINNING BEING A POINT ON THE LINE OF THE SAN FRANCISCO PORT COMMISSION JURISDICTION; THENCE FROM SAID POINT OF BEGINNING ALONG SAID NORTHWESTERLY LINE, SOUTH 35° 31' 39" WEST 62.648 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE NORTH 54° 28'

EXHIBIT B
(Continued)

21" WEST 179.395 FEET TO A POINT ON THE ABOVE DESCRIBED LINE OF JURISDICTION; THENCE ALONG LAST SAID LINE SOUTH 73° 43' 21" EAST 190.020 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 104, SALT MARSH AND TIDE LANDS SURVEY, AND ALL OF THE FRACTIONAL BLOCK NO. 104, SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION.

ASSESSOR'S PARCEL NO: LOT 25, BLOCK 4607 (PORTION)

PARCEL EIGHT - A:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF FITCH STREET, DISTANT THEREON NORTH 35° 31' 39" EAST 2.39 FEET FROM THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE NORTHERLY TANGENT TO THE PRECEDING COURSE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 46° 53' 43" THROUGH AN ARC LENGTH OF 40.92 FEET; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 109° 41' 33" THROUGH AN ARC LENGTH OF 134.02 FEET TO SAID NORTHWESTERLY LINE OF FITCH STREET, THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 35° 31' 39" WEST 149.87 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF FRACTIONAL BLOCK NO. 104, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ALSO BEING PARCEL A, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED, "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988, IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS.

PARCEL EIGHT - B:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF FITCH STREET, DISTANT THEREON NORTH 35° 31' 39" EAST 2.39 FEET FROM THE NORTHEASTERLY LINE OF FAIRFAX AVENUE; THENCE NORTHEASTERLY TANGENT TO THE PRECEDING COURSE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50 FEET TO A CENTRAL ANGLE OF 46° 53' 43" THROUGH AN ARC LENGTH OF 40.92 FEET; THENCE NORTHEASTERLY AND NORTHERLY TANGENT TO THE PRECEDING CURVE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 109° 41' 33" THROUGH AN ARC LENGTH OF 134.02 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 35° 31' 39" WEST 149.87 FEET TO THE POINT OF BEGINNING

BEING A PORTION OF FRACTIONAL BLOCK NO. 103, SALT MARSH AND TIDE LANDS IN SOUTH SAN FRANCISCO.

ALSO BEING PARCEL B, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS.

TRACT TWO:

ALL THOSE CERTAIN LANDS GRANTED TO THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, BY QUITCLAIM DEED RECORDED NOVEMBER 20, 1987 IN REEL E474 OF OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, AT IMAGE 884, AS INSTRUMENT NO. E091189, DESCRIBED AS FOLLOWS:

PARCEL ONE:

EXHIBIT B
(Continued)

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF GALVEZ AVENUE, DISTANCE NORTH 54° 28' 21" WEST, 238.395 FEET FROM THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE NORTH 54° 28' 21" WEST 110.162 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE FROM A TANGENT THAT BEARS NORTH 56° 07' 27" EAST NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 4° 49' 34" THROUGH AN ARC LENGTH OF 84.230 FEET TO THE NORTHEASTERLY LINE OF GALVEZ AVENUE; THENCE NON-TANGENT TO THE PRECEDING CURVE, ALONG SAID NORTHEASTERLY LINE, SOUTH 54° 28' 21" EAST, 112.551 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE, SOUTH 55° 14' 30" WEST, 84.91 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF GALVEZ AVENUE, FORMERLY 7TH AVENUE, AND FORMERLY GLADSTONE AVENUE, AN OPEN PUBLIC STREET.

PARCEL TWO:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF FAIRFAX AVENUE, DISTANT THEREON NORTH 54° 28' 21" WEST, 204.509 FEET FROM THE NORTHWESTERLY LINE OF FITCH STREET; RUNNING THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 34° 28' 21" WEST, 105.883 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 40° 33' 53" EAST 80.310 FEET TO THE NORTHEASTERLY LINE OF SAID FAIRFAX AVENUE; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 54° 28' 21" EAST, 170.832 FEET; THENCE LEAVING SAID NORTHEASTERLY LINE SOUTH 77° 30' 53" WEST, 107.629 FEET TO THE POINT OF BEGINNING.

BEING PORTION OF FAIRFAX AVENUE, FORMERLY 6TH AVENUE, AN OPEN PUBLIC STREET.

EXCEPTING THEREFROM, ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THAT CERTAIN ACT OF THE LEGISLATURE (THE "BURTON ACT") SET FORTH IN CHAPTER 1333 OF THE STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON TERMS AND PROVISIONS SET FORTH THEREIN.

PARCEL THREE:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF EVANS AVENUE AND THE NORTHWESTERLY LINE OF EARL STREET; RUNNING THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE SOUTH 35° 31' 39" WEST, 80 FEET TO THE SOUTHWESTERLY LINE OF SAID EVANS AVENUE; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 54° 28' 21" WEST, 600 FEET TO THE SOUTHEASTERLY LINE OF FITCH STREET; THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 35° 31' 39" W., 47.741 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, NON-TANGENT TO THE PRECEDING COURSE, FROM A TANGENT THAT BEARS NORTH 27° 16' 01" WEST NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 54° 24' 21" THROUGH AN ARC LENGTH OF 66.469 FEET TO THE NORTH WESTERLY LINE OF SAID FITCH STREET; THENCE NON-TANGENT TO THE PRECEDING CURVE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE NORTH 35° 31' 39" EAST, 47.741 FEET TO SAID SOUTHWESTERLY LINE OF EVANS AVENUE; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 54° 28' 21" WEST, 296.037 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTHEASTERLY, NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS NORTH 33° 51' 05" EAST ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 02° 44' 12" AN ARC LENGTH OF 71.647 FEET; THENCE TANGENT TO THE PRECEDING CURVE NORTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 110 FEET AND A CENTRAL ANGLE OF 04° 24' 44" THROUGH AN ARC LENGTH OF 8.471 FEET TO THE NORTHEASTERLY LINE OF EVANS AVENUE; THENCE NON-TANGENT TO THE PRECEDING CURVE ALONG SAID NORTHEASTERLY LINE SOUTH 54°

EXHIBIT B
(Continued)

28' 21' EAST, 100.168 FEET TO SAID NORTHWESTERLY LINE OF FITCH STREET; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 35° 31' 39" EAST, 80.616 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE, NON-TANGENT TO THE PRECEDING COURSE FROM A TANGENT THAT BEARS SOUTH 40° 06' 19" EAST SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000 FEET AND A CENTRAL ANGLE OF 01° 36' 17" THROUGH AN ARC LENGTH OF 28.008 FEET; THENCE TANGENT TO THE PRECEDING CURVE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500 FEET AND A CENTRAL ANGLE OF 01° 27' 49" THROUGH AN ARC LENGTH OF 38.317 FEET TO SAID SOUTHEASTERLY LINE OF FITCH STREET; THENCE NON-TANGENT TO THE PRECEDING CURVE ALONG SAID SOUTHEASTERLY LINE SOUTH 35° 31' 39" WEST, 63.215 FEET TO THE SAID NORTHEASTERLY LINE OF EVANS AVENUE; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 54° 28' 21" EAST, 600 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF EVANS AVENUE, FORMERLY 5TH AVENUE, AN OPEN PUBLIC STREET AND ALSO BEING PORTION OF FITCH STREET, AN OPEN PUBLIC STREET.

EXCEPTING THEREFROM, ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THAT CERTAIN ACT OF THE LEGISLATURE (THE "BURTON ACT") SET FORTH IN CHAPTER 1333 OF THE STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON TERMS AND PROVISIONS SET FORTH THEREIN.

TRACT THREE:

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL "N", AS SAID PARCEL IS SHOWN ON THAT MAP ENTITLED, "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", FILED IN BOOK "W" OF MAPS, PAGES 66 THROUGH 72, INCLUSIVE, OFTEN OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FITCH STREET (F), LYING NORTHEASTERLY OF ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012–95 OF THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995 (FORMERLY FITCH STREET) AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS, AND THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF CUSTER AVENUE (3RD).

BEING A PORTION OF AN OPEN PUBLIC STREET.

EXCEPTING THEREFROM, ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THAT CERTAIN ACT OF THE LEGISLATURE (THE "BURTON ACT") SET FORTH IN CHAPTER 1333 OF THE STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON TERMS AND PROVISIONS SET FORTH THEREIN.

EXHIBIT C

Map Depicting the Big Green

EXHIBIT C: BIG GREEN

07.20.2018

EXHIBIT D

Public ROWs Legal Description

LEGAL DESCRIPTION

PARCEL ONE

"PORTION OF ARELIOUS WALKER DRIVE TO BE VACATED"

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

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF ARELIOUS WALKER DRIVE (64.00 FEET WIDE), DISTANT THEREON 100.00 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 100.00 FEET TO THE SOUTHWESTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 64.00 FEET TO THE NORTHWESTERLY LINE OF SAID ARELIOUS WALKER DRIVE; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF ARELIOUS WALKER DRIVE 100.00 FEET TO A POINT DISTANT THEREON 100.00 FEET NORTHEASTERLY FROM SAID NORTHEASTERLY LINE OF INNES AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 64.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

PARCEL TWO

"PORTION OF GRIFFITH STREET TO BE VACATED"

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

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF GRIFFITH STREET (64.00 FEET WIDE) WITH THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID LINE OF GRIFFITH STREET 280.00 FEET TO THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE AT A RIGHT ANGLE NORTHWESTERLY, ALONG SAID NORTHEASTERLY LINE OF HUDSON AVENUE 64.00 FEET TO THE NORTHWESTERLY LINE OF SAID GRIFFITH STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF GRIFFITH STREET 280.00 FEET TO SAID NORTHEASTERLY LINE OF INNES AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF INNES AVENUE 64.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF GRIFFITH STREET

PARCEL THREE

"PORTION OF HUDSON AVENUE TO BE VACATED"

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

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF GRIFFITH STREET (64.00 FEET WIDE) WITH THE SOUTHWESTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 80.00 FEET TO THE NORTHEASTERLY LINE OF SAID HUDSON AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF HUDSON AVENUE 1,264.00 FEET TO THE NORTHWESTERLY LINE OF EARL STREET (64.00 FEET WIDE); THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF EARL STREET 80.00 FEET TO THE SOUTHWESTERLY LINE OF SAID HUDSON AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF HUDSON AVENUE, 1,264.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF HUDSON AVENUE

PARCEL FOUR

"PORTION OF EARL STREET TO BE VACATED"

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

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF EARL STREET (64.00 FEET WIDE), DISTANT THEREON 100.00 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF INNES AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE 855.00 FEET TO A POINT DISTANT THEREON 85.00 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY LINE OF EVANS AVENUE (80.00 FEET WIDE); THENCE AT A RIGHT ANGLE SOUTHEASTERLY 64.00 FEET TO THE SOUTHEASTERLY LINE OF SAID EARL STREET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF EARL STREET 855.00 FEET TO A POINT THAT IS ON A LINE THAT IS PERPENDICULAR FROM THE POINT OF BEGINNING; THENCE AT A RIGHT ANGLE NORTHWESTERLY, ALONG LAST SAID LINE 64.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF EARL STREET

PARCEL FIVE

"PORTION OF ARELIOUS WALKER DRIVE TO BE VACATED"

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

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF ARELIOUS WALKER DRIVE (64.00 FEET WIDE) WITH THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE); THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 528.12 FEET TO A POINT ON THE NORTHERLY LINE OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA TO THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION PURSUANT TO CHAPTER 325, STATUES OF 1863-4; THENCE AT A DEFLECTION ANGLE OF $109^{0}14'58''$ TO THE LEFT ALONG LAST SAID LINE 67.79 FEET TO THE NORTHWESTERLY LINE OF SAID ARELIOUS WALKER DRIVE; THENCE AT A DEFLECTION ANGLE OF $70^{0}45'02''$ TO THE LEFT ALONG SAID NORTHWESTERLY LINE 505.77 FEET TO SAID NORTHEASTERLY LINE OF HUDSON AVENUE; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF HUDSON AVENUE 64.00 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

PARCEL SIX

"PORTION OF ARELIOUS WALKER DRIVE TO BE VACATED"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL "N", AS SAID PARCEL IS SHOWN ON THAT MAP ENTITLED, "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", FILED IN BOOK "W" OF MAPS, PAGES 66 THROUGH 72, INCLUSIVE, OFFICIAL RECORDS OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF ARELIOUS WALKER DRIVE (64.00 FEET WIDE), DISTANT THEREON 505.77 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE), SAID POINT OF BEGINNING BEING ON THE NORTHERLY LINE OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA TO THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION PURSUANT TO CHAPTER 325, STATUES OF 1863-4; THENCE ALONG SAID NORTHWESTERLY LINE OF ARELIOUS WALKER DRIVE AND ALONG THE SOUTHEASTERLY LINE OF PARCEL A, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS, 184.23 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 64.00 TO THE NORTHWESTERLY LINE OF PARCEL B, AS SAID PARCEL IS SHOWN ON SAID "MAP OF EAST INDIA BASIN BUSINESS PARK"; THENCE AT A RIGHT ANGLE SOUTHWESTERLY ALONG SAID LINE OF PARCEL B AND ALONG THE SOUTHEASTERLY LINE OF SAID ARELIOUS WALKER DRIVE 161.88 FEET TO A POINT ON SAID NORTHERLY LINE OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA TO THE SOUTH SAN FRANCISCO HOMESTEAD AND RAILROAD ASSOCIATION; THENCE ON A DEFLECTION ANGLE OF $70^{0}45'02"$ TO THE RIGHT, ALONG SAID LAST REFERENCED LINE 67.79 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

EXCEPTING THEREFROM ALL SUBSURFACE MINERAL DEPOSITS, INCLUDING OIL AND GAS DEPOSITS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ON SAID LAND FOR EXPLORATION, DRILLING AND EXTRACTION OF SUCH MINERAL, OIL AND GAS DEPOSITS, AS EXCEPTED AND RESERVED BY THE STATE OF CALIFORNIA IN THAT CERTAIN ACT OF THE LEGISLATURE ("THE BURTON ACT") SET FORTH IN CHAPTER 1333 OF THE STATUTES OF 1968 AND AMENDMENTS THERETO, AND UPON TERMS AND PROVISIONS SET FORTH THEREIN.

PARCEL SEVEN

"PORTION OF ARELIOUS WALKER DRIVE TO BE VACATED"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL B, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF ARELIOUS WALKER DRIVE (64.00 FEET WIDE), DISTANT THEREON 562.39 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE), SAID POINT OF BEGINNING BEING THE MOST SOUTHERLY CORNER OF SAID PARCEL B; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL B 127.61 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 25.44 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF ARELIOUS WALKER DRIVE, SAID POINT BEING ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 70.00 FEET AND WHOSE RADIUS POINT BEARS ON A DEFLECTION ANGLE OF $145^{0}08'54"$ FROM THE PREVIOUS COURSE; THENCE ALONG SAID SOUTHEASTERLY LINE OF ARELIOUS WALKER DRIVE THE FOLLOWING COURSES AND DISTANCES: ALONG LAST SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $81^{0}44'49"$, AN ARC LENGTH OF 99.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $46^{0}53'42"$, AN ARC LENGTH OF 40.92 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

PARCEL EIGHT

"PORTION OF ARELIOUS WALKER DRIVE TO BE VACATED"

ALL THAT REAL PROPERTY SITUATED IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL A, AS SAID PARCEL IS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF ARELIOUS WALKER DRIVE (64.00 FEET WIDE), DISTANT THEREON 562.39 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF HUDSON AVENUE (80.00 FEET WIDE), SAID POINT OF BEGINNING BEING THE MOST SOUTHERLY CORNER OF SAID PARCEL A; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL A 127.61 FEET; THENCE AT A RIGHT ANGLE NORTHWESTERLY 25.44 FEET TO A POINT ON THE NORTHWESTERLY LINE OF ARELIOUS WALKER DRIVE, SAID POINT BEING ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 70.00 FEET AND WHOSE RADIUS POINT BEARS ON A DEFLECTION ANGLE OF $145^{0}08'54"$ FROM THE PREVIOUS COURSE; THENCE ALONG SAID NORTHWESTERLY LINE OF ARELIOUS WALKER DRIVE THE FOLLOWING COURSES AND DISTANCES: ALONG LAST SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $81^{0}44'49"$, AN ARC LENGTH OF 99.87 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $46^{0}53'42"$, AN ARC LENGTH OF 40.92 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED DECEMBER 7, 1995. (FORMERLY FITCH STREET)

EXHIBIT E

List of Approvals

Final approval actions by the City and County of San Francisco Board of Supervisors for the India Basin Mixed-Use District Project

1. **Ordinance** [_____] **(File No.** [_____]): (1) Approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC; (2) waiving or modifying certain provisions of the Administrative Code, Planning Code, Subdivision Code, and Zoning Map; and (3) adopting findings under the California Environmental Quality Act, public trust findings, and findings of consistency with the General Plan and Planning Code priority policies.

2. **Ordinance** [_____] **(File No.** [_____]): Amending the Planning Code and the Zoning Map to add the India Basin Mixed Use Project Special Use District.

3. **Ordinance** [_____] **(File No.** [_____]): Amending the General Plan to refer to the India Basin Mixed Use Project Special Use District.

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

1. **R No.** [_____]: [_____]: Consenting to a Development Agreement between the City and India Basin Investment LLC., including a draft Compromise Title Settlement and Land Exchange Agreement for India Basin with the State Lands Commission.

2. **R No.** [_____]: Approving an Open Space Covenant regarding those portions of the India Basin Open Space and Big Green to be exchanged into the Public Trust and placed under SF Port jurisdiction but managed and operated by RPD.

Final and Related Approval Actions of City and County of San Francisco Planning Commission (referenced by Motion Number "M No." or Resolution Number "R No.")

1. **M No.** [_____]: Certifying the Final Environmental Impact Report for the India Basin Mixed-Use District Project.

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

3. **R No.** [_____]: Recommending to the Board of Supervisors approval of the General Plan Amendments.

4. **R No.** [_____]: Recommending to the Board of Supervisors approval of amendments to the Planning Code and a Zoning Map amendment to establish the India Basin Special Use District.

5. **M No. [_____]**: Approving the India Basin Design Standards and Guidelines.

6. **R No. [_____]**: Recommending to the Board of Supervisors approval of a Development Agreement between the City and India Basin Investment LLC.

7. **[R] No. [_____]**: Approving determination that shadows from buildings exceeding 40 feet in height will have no adverse effect on parks subject to Section 295 of the Planning Code.

Final and Related Approval Actions of City and County of San Francisco Recreation and Park Commission (referenced by Motion Number "M No." or Resolution Number "R No.")

1. **[M] No. [_____]**: Consenting to consultation with RPD's general manager on the effect of the proposed project or variant on shadow on parks subject to Section 295 of the Planning Code.

2. **[R] No.** Consenting to a Development Agreement between the City and India Basin Investment LLC., including a draft Compromise Title Settlement and Land Exchange Agreement for India Basin with the State Lands Commission.

3. **R No. [_____]**: Approving an Open Space Covenant regarding those portions of the India Basin Open Space and Big Green to be exchanged into the Public Trust and placed under SF Port jurisdiction but managed and operated by RPD.

Final and Related Approval Actions of Other City and County of San Francisco Boards, Commissions, and Departments:

1. San Francisco Municipal Transportation Agency (SFMTA) **Resolution Number [_____]** consenting to a Development Agreement between the City and India Basin Investment LLC., including Transportation Exhibit and Infrastructure Plan.; and approving the Interagency Cooperation Agreement.

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

EXHIBIT F

Design Standards and Guidelines

[Previously provided.]

Exhibit G

FINANCING PLAN

(INDIA BASIN)

FINANCING PLAN
(INDIA BASIN)

This FINANCING PLAN (India Basin) (the "**Financing Plan**") implements and is part of the Development Agreement. As used in this Financing Plan, capitalized terms used herein have the definitions given to them in Section 3.2.

1. OVERVIEW

1.1 Project Purposes

(a) Purpose of Financing Plan. The purpose of this Financing Plan is to establish the contractual framework for mutual cooperation between the City and Developer necessary to implement the Project. Accordingly, City shall take all actions reasonably necessary, and Developer shall cooperate reasonably with the efforts of:

(i) City to form the requested CFD, adopt the RMA, levy Facilities Special Taxes and Services Special Taxes within the CFD, and issue CFD Bonds to pay, as applicable, Qualified Project Costs, Ongoing Maintenance Services, and, when authorized pursuant to Section 2.8, Additional Community Facilities.

(ii) City to finance Baseline Maintenance Costs without Services Special Taxes and to finance Ongoing Maintenance Services with Services Special Taxes in the manner described in this Financing Plan.

2. COMMUNITY FACILITIES DISTRICT FINANCING

2.1 Formation of the CFD

(a) Formation. Developer shall submit a petition to the City for formation of the CFD over the Project Site so that the CFD is established by the Board of Supervisors before approval by City of the first tentative subdivision map for the Project. City shall establish the CFD pursuant to this Financing Plan upon the submission by the Developer of such petition. Developer acknowledges that the CFD Goals will prevail over any inconsistent terms in this Financing Plan, unless the Board of Supervisors in its sole discretion approves a waiver of the CFD Goals. The CFD may include separate tax zones, consistent with the Development Phases under the Development Agreement. In addition, Developer and City may mutually agree to identify property for future annexation and additional public capital facilities for the Project to be financed under the CFD Act in the CFD formation proceedings. So long as such CFD complies in all material respects with the terms and conditions set forth in this Financing Plan, Developer agrees to vote in favor of the formation of the CFD, and shall not transfer any portion of the Project Site before formation of the CFD

without the Transferee expressly agreeing by contract to also vote in favor of the formation of the CFD consistent with this Section and the Financing Plan.

(b) Taxable Parcels. Developer and City intend that Project Special Taxes will be levied against all Taxable Parcels for the purposes described in this Financing Plan and agree that all Exempt Parcels will be exempt from Project Special Taxes.

(c) Petition.

(i) Developer shall petition City under the CFD Act to establish the CFD over the Project Site, except as otherwise agreed to by the City and Developer. In its petition, Developer may include proposed specifications for the CFD, including Facilities Special Tax rates, Services Special Tax rates, any proposed tax zones within the CFD, and the identity of any property to be annexed into the CFD at a later date (if any). In its petition, the Developer shall have the discretion to propose Project Special Tax rates, subject to compliance with Section 2.3(d).

(ii) Following City's receipt of a petition, Developer and City will meet with City's public financing consultants to determine reasonable and appropriate terms of the proposed CFD as set forth in Developer's petition to the extent consistent with this Financing Plan.

(d) Authorized Uses. The CFD shall be authorized to finance Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services, irrespective of the geographic location of the improvements financed or maintained.

(e) Joint Community Facilities Agreements. Under the CFD Act, City may be required to enter into a joint community facilities agreement with another Governmental Entity that will own or operate any of the authorized improvements. City and Developer agree that they will take all steps necessary to procure the authorization and execution of any required joint community facilities agreement with a Governmental Entity other than City before the issuance of any CFD Bonds that will finance authorized improvements that will be owned or operated by such Governmental Entity other than City.

(f) Notice of Special Tax Lien. Project Special Taxes will be secured by recordation in the Official Records of continuing liens against all Taxable Parcels in the CFD.

2.2 Scope of CFD-Financed Costs

(a) Authorized Costs. The CFD may finance only Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services.

2.3 Parameters of CFD Formation

(a) Cooperation. Developer and City agree to cooperate reasonably in developing the RMA for the CFD that is consistent with this Financing Plan and, to the extent consistent with this Financing Plan, Developer's petition. Developer and City will each use good-faith reasonable efforts at all times to furnish timely to the other, or to obtain and then furnish to the other, any information necessary to develop the RMA, such as legal boundaries of the property to be included and Developer's plans for the types, sizes, numbers, and timing for construction of Buildings, within the CFD.

(b) RMA Consultants and Approval. The RMA for the CFD will be: (i) developed by City's special tax consultant, in consultation with Developer and City's staff and other consultants; (ii) consistent with Developer's petition to the extent consistent with this Financing Plan; and (iii) subject to approval of the Board of Supervisors in the resolution of formation. Project Special Taxes on any Taxable Parcel must not exceed any applicable maximum or minimum rate specified in the CFD Goals and this Financing Plan, unless otherwise approved by the Board of Supervisors and Developer.

(c) Priority Administrative Costs. In the formation process for the CFD, City and Developer will agree on the amount of annual CFD administrative costs that will have first priority for payment by Project Special Taxes based on: (i) actual administration costs of other community facilities districts of the City; and (ii) the CFD's complexity and size.

(d) Project Special Taxes. The RMA will create two categories of special taxes: the Facilities Special Tax and the Services Special Tax. The RMA shall specify Facilities Special Tax rates for Developed Property and Services Special Tax rates for Developed Property. The Project Special Tax rates for Developed Property may vary based on sizes, densities, types of Buildings to be constructed, and other relevant factors when the CFD is formed. The RMA will establish Facilities Special Tax rates assuming that any First Tranche CFD Bonds issued will have a debt service coverage-ratio of one hundred ten percent (110%), unless City and Developer approve a higher ratio to market the First Tranche CFD Bonds effectively. The RMA shall also establish Facility Special Tax rates for Undeveloped Property. There shall be no levy of Services Special Taxes on Undeveloped Property. In its petition, the Developer shall have the discretion to propose Project Special Tax rates that are consistent with the following:

(i) The Developer's proposed Facilities Special Tax rates and Services Special Tax rates (the "**Developer-Selected Rates**") shall satisfy the following:

(A) the Developer-Selected Rates for rental residential properties may not cause the Total Tax Obligation to be less than 1.60% of the projected market value of the property at build-out calculated at the time of the resolution of intention to form the CFD;

(B) the Developer-Selected Rates for for-sale residential properties may not cause the Total Tax Obligation to be less than 1.63% of the projected market value of the property at build-out calculated at the time of the resolution of intention to form the CFD; and

(C) the Developer-Selected Rates of the Facilities Special Tax rates and Services Special Tax rates for commercial parcels may not be lower than $1.20 per square foot in Fiscal Year 2018-19 dollars, subject to escalation by the percentages set forth in subsection (e) until the Facilities Special Tax rates and Services Special Tax rates are set in the RMA.

(ii) the Services Special Tax rates on Taxable Parcels of residential and commercial property shall not be lower than the rates necessary to generate $1,500,000 for Ongoing Maintenance Services in Fiscal Year 2018-19 dollars, which $1,500,000 amount shall increase in each Fiscal Year after Fiscal Year 2018-19 until the Services Special Tax rates are set in the RMA by the lesser of (i) the percentage change in CPI or some other acceptable index, or (ii) 5%; notwithstanding the foregoing, the Services Special Tax on commercial Taxable Parcels shall not be lower than $0.60 per square foot in Fiscal Year 2018-19 dollars, subject to escalation in each Fiscal Year after Fiscal Year 2018-19 until the Services Special Tax rates are set in the RMA by the lesser of (i) the percentage change in CPI or some other acceptable index, or (ii) 5% (the "**Base Services Special Tax Rate**").

(e) Escalation of Special Tax Rates. For the Facilities Special Tax, the RMA will provide for annual increases in the Facilities Special Tax rates of 2% annually. For the Services Special Tax, the RMA shall provide for annual increases that shall be the lesser of (i) the percentage change in CPI or some other acceptable index, or (ii) 5%.

(f) Priority for Annual Levy of Facilities Special Taxes. The RMA will provide for the levy of Facilities Special Taxes at the maximum Facilities Special Tax rate beginning in the initial year of the levy and continuing for a period of time determined by the City. Thereafter, the City shall levy Facilities Special Taxes each remaining year of its term to fund debt service (not including capitalized interest), administrative costs, Qualified Project Costs, Ongoing Maintenance Costs (following the CFD Conversion Date), and, when authorized pursuant to Section 2.8, Additional Community Facilities to be financed by the CFD (collectively, the "**Facilities Special Tax Requirement**") according to the priorities set forth in the Indenture, until the Facilities Special Tax Requirement is fully satisfied. The RMA must reflect the priorities set forth below:

(i) First, Facilities Special Taxes will be levied on each Taxable Parcel of Developed Property up to the maximum Facilities Special Tax rate, regardless of whether City has issued CFD Bonds or the debt service requirements for any existing CFD Bonds, before applying any capitalized interest.

(ii) Second, to the extent the funds to be collected under clause (i) will not be sufficient to satisfy the Special Tax Requirement in full after application of any capitalized interest, Facilities Special Taxes will be levied proportionately on each Taxable Parcel of Undeveloped Property, up to one hundred percent (100%) of the applicable maximum Facilities Special Tax rate until the Special Tax Requirement (excluding amounts to fund Ongoing Maintenance Costs which may not be levied on Undeveloped Property) is satisfied.

(g) Use of Remainder Taxes.

(i) Developer and City contemplate that, within the CFD, Qualified Project Costs will be paid from Remainder Taxes both before and after the issuance of CFD Bonds for the CFD and after the final maturity of any CFD Bonds for the CFD. Accordingly, the RMA will provide that Remainder Taxes may be used to finance Qualified Project Costs and, following the CFD Conversion Date, Ongoing Maintenance Costs and Additional Community Facilities. Annually, on or before October 1 of each year, the City shall deposit Remainder Taxes in the Remainder Taxes Project Account for the CFD.

(ii) Prior to the CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account shall be applied to pay Qualified Project Costs. After the CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account shall be applied to finance Additional Community Facilities and Ongoing Maintenance Costs at the discretion of the City.

(h) No Pledge for Debt Service. Remainder Taxes deposited in the Remainder Taxes Project Account will not be deemed or construed to be pledged for payment of debt service on any CFD Bonds, and neither Developer nor any other Person will have the right to demand or require that City or Fiscal Agent, as applicable, use funds in the Remainder Taxes Project Account to pay debt service. Prior to the CFD Conversion Date, any amounts in the Remainder Taxes Project Account that are not needed to pay a requisition from the Developer that has been approved for reimbursement of Qualified Project Costs may be used by the City to pay debt service on any CFD Bonds, CFD administrative costs or replenish a debt service reserve account for any CFD Bonds.

(i) Prepayment. The RMA will include provisions allowing a property owner within the CFD that is not in default of its obligation to pay Facilities Special Taxes to prepay Facilities Special Taxes based on a formula that will require payment of the property owner's anticipated total Facilities Special Tax obligation; provided, however, the prepayment formula established in the RMA shall not adversely impact the financing of Ongoing Maintenance Services without the written consent of the City. Prepaid Facilities Special Taxes will be placed in a segregated account in accordance with the applicable Indenture. The RMA and the Indenture will specify the use of prepaid Facilities Special Taxes. The Services Special Tax may not be prepaid.

(j) Affordable Housing. The RMA will (i) include provisions exempting parcels that contain 100% Affordable Units and (ii) establish reduced Project Special Tax rates for Inclusionary Units as determined by the Developer and the City.

(k) Amendment to RMA. The RMA must be consistent with this Financing Plan. Nothing in this Financing Plan will prevent an amendment of the RMA for the CFD under its terms or under Change Proceedings as described in this Financing Plan.

(l) Reducing Facilities Special Tax Rates Before Issuance of First Tranche CFD Bonds. The RMA shall contain a provision that allows Developer to request that the Facilities Special Tax rates be reduced (subject to City consent, not to be reasonably withheld) before any First Tranche CFD Bonds are issued, but only as long as such reduction does not reduce the Services Special Tax rates below the Base Services Special Tax Rate or the Facilities Special Tax rates below the Base Facilities Special Tax Rate. If expressly permitted and defined in the RMA, any such reduction of the Facilities Special Tax rates in the CFD may be done administratively without the vote of the qualified CFD electors before First Tranche CFD Bonds for the CFD are issued, but only as long as such reduction does not reduce the Facilities Special Tax rates below the Base Facilities Special Tax Rate. If expressly permitted and defined in the RMA, a reduction in one taxing category does not have to be proportionate to the reduction in any other taxing category (i.e., disproportionate reductions may be expressly allowed in the RMA). If the maximum Facilities Special Tax rate is permanently reduced, City will record timely an appropriate instrument in the Official Records.

2.4 Issuance of CFD Bonds

(a) Issuance. Subject to approval of the Board of Supervisors, City, on behalf of the CFD, intends to issue First Tranche CFD Bonds for purposes of this Financing Plan, but only upon the written request of the Developer. Developer may submit written requests that City issue First Tranche CFD Bonds, specifying requested issuance dates, amounts, and main financing terms. Following Developer's request, Developer and City will meet with City's public financing consultants to determine reasonable and appropriate issuance dates, amounts, and main financing terms that are consistent with this Financing Plan.

(b) Payment Dates. So that Remainder Taxes may be calculated on the same date for all CFD Bonds, each issue of CFD Bonds shall have interest payment dates of March 1 and September 1, with principal due on September 1.

(c) Value-to-Lien Ratio. The appraised or assessed value-to-lien ratio required for each First Tranche CFD Bond issue will be three to one (3:1), unless otherwise required by the CFD Act or the mutual agreement of Developer and City.

(d) Coverage Ratio. All First Tranche CFD Bonds will have a debt service coverage-ratio of one hundred ten percent (110%), unless otherwise agreed to by City and Developer.

(e) Term. Subject to Section 2.8, First Tranche CFD Bonds will have a term of not less than thirty (30) years and not more than forty (40) years unless Developer and City agree otherwise.

(f) Second Tranche CFD Bonds. After the CFD Conversion Date for the CFD, City has the right in its sole discretion to issue Second Tranche CFD Bonds in the CFD as set forth in this Financing Plan.

(g) Office of Public Finance. All City decisions regarding the issuance of CFD Bonds shall be made following consultation with the City's Office of Public Finance.

2.5 Use of Proceeds

(a) First Tranche CFD Bond Proceeds. Subject to Tax Laws, the CFD Act, and the CFD Goals, First Tranche CFD Bond proceeds will be used in the following order of priority: (i) to fund required reserves and pay costs of issuance; (ii) to fund capitalized interest amounts, if any is requested by the Developer; and (iii) to pay outstanding Qualified Project Costs and, when authorized pursuant to Section 2.8(b), outstanding Additional Community Facilities. Any First Tranche CFD Bond proceeds remaining after the deposits required by the preceding clauses (i) and (ii) will be deposited into the CFD Bonds Project Account as designated in the Indenture.

(b) Qualified Project Costs; Additional Community Facilities. By this Financing Plan, City pledges the proceeds of First Tranche CFD Bonds on deposit in CFD Bonds Project Accounts or as otherwise provided in the applicable Indenture and, subject to Sections 2.3(g), all Remainder Taxes on deposit in the Remainder Taxes Project Account to finance Qualified Project Costs and, when authorized pursuant to Section 2.8, Additional Community Facilities. In furtherance of this pledge, City shall levy Facilities Special Taxes in each Fiscal Year in strict accordance with the RMA and this Financing Plan.

(c) Priority of Proceeds Prior to CFD Conversion Date. Subject to Tax Laws and the CFD Act, prior to the CFD Conversion Date, the proceeds of First Tranche CFD Bonds and Remainder Taxes shall be applied for the following purposes in the following priority:

(i) Qualified Project Costs;

(ii) When authorized pursuant to Section 2.8(b), outstanding Additional Community Facilities;

(iii) For repair and replacement of improvements that comprise

Project Costs; and

(iv) To be held as a reserve for Additional Community Facilities.

(d) Prohibited Uses of Proceeds. Prior to the CFD Conversion Date, the proceeds of First Tranche CFD Bonds and Remainder Taxes shall not be used to finance all or any part of (i) 900 Innes, (ii) India Basin Shoreline Park, or (iii) any Ongoing Maintenance Services.

2.6 Miscellaneous CFD Provisions

(a) Change Proceedings. Subject to the limitations in this Financing Plan, Tax Laws and the CFD Act, and so long as the proposed changes do not adversely affect the issuance or amount of Second Tranche CFD Bonds or the application, timing of receipt, or overall amount of Remainder Taxes to pay Additional Community Facilities pursuant to Section 2.8, City will not reject unreasonably Developer's request to conduct Change Proceedings under the CFD Act to: (i) make any changes to the RMA, including amending the rates and method of apportionment of Facilities Special Taxes (subject to maintaining the Base Special Tax Rates); (ii) increase or decrease the authorized bonded indebtedness limit within the CFD; (iii) annex property into the CFD; (iv) add additional public capital facilities for the Project; or (v) take other actions reasonably requested by Developer. For purposes of this Section 2.6(a), Developer acknowledges that any reduction in the Services Special Tax rates below the Base Services Special Tax Rates and any reduction in the Facilities Special Tax rates below the Base Facilities Special Tax Rates through Change Proceedings shall require the consent of City, which may be granted in its discretion. Except as set forth in the previous sentence, for purposes of this Section 2.6(a), City agrees that none of the following changes will be deemed to adversely affect the ability of City to issue Second Tranche CFD Bonds or apply the Remainder Taxes to Additional Community Facilities pursuant to Section 2.8: (x) increasing the Project Special Tax rates in an RMA for any land use classification; (y) increasing the authorized bonded indebtedness limit; and (z) authorizing the financing of additional public capital facilities for the Project.

(b) Maintaining Levy of CFD Financing. Under section 3 of article XIIIC of the California Constitution, voters may, under certain circumstances, vote to reduce or repeal the levy of special taxes in a community facilities district. However, Section 9 of article I of the California Constitution prohibits the passage of a law resulting in an impairment of contract. The purpose of this Section 2.6(b) is to give notice that: (i) the Development Agreement (including this Financing Plan) is a contract between Developer and the City; (ii) the financing of the Qualified Project Costs and the Additional Community Facilities through the application of CFD Bond proceeds (which are secured by Facilities Special Taxes) and Remainder Taxes is an essential part of the consideration for the Development Agreement; (iii) the financing of Ongoing Maintenance Services through the application of Services Special Taxes is an essential part of the consideration for the Development Agreement; and (iv) any reduction in City's ability to levy and collect Project Special Taxes would materially

impair the Development Agreement. To further preserve the Development Agreement, City agrees that: (y) until all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, it will not initiate or conduct proceedings under the CFD Act to reduce the Project Special Tax rates without Developer's written consent or if not otherwise legally compelled to do so (e.g., by a final order of a court of competent jurisdiction); and (z) if the voters adopt an initiative ordinance under section 3 of article XIIIC of the California Constitution that purports to reduce, repeal, or otherwise alter the Project Special Tax rates before all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, City will meet and confer with Developer to consider commencing and pursuing reasonable legal action to preserve City's ability to comply with this Financing Plan.

(c) Covenant to Foreclose. City will covenant with CFD bondholders to foreclose the lien of delinquent Facilities Special Taxes consistent with the general practice for community facilities districts in California and otherwise as determined by City in consultation with its underwriter or financial advisor for the CFD indebtedness and other consultants, subject to applicable laws.

(d) Reserve Fund Earnings. The Indenture for each issue of First Tranche CFD Bonds will provide that earnings on any reserve fund that are not then needed to replenish the reserve fund to the reserve requirement will be transferred to: (i) the CFD Bonds Project Account for allowed uses until it is closed in accordance with the Indenture; then (ii) the debt service fund held by the Fiscal Agent under the Indenture.

(e) Authorization of Reimbursements. City will take all actions necessary to satisfy section 53314.9 of the Government Code or any similar statute subsequently enacted to use First Tranche CFD Bond proceeds and Remainder Taxes to reimburse Developer for: (i) CFD formation and First Tranche CFD Bond issuance deposits; and (ii) advance funding of Qualified Project Costs.

(f) Material Changes to the CFD Act. If material changes to the CFD Act after the Reference Date make CFD Bonds or Facilities Special Taxes unavailable or severely impair their use as a source for financing the Qualified Project Costs or Additional Community Facilities or Services Special Taxes unavailable or severely impair their use as a source of financing for Ongoing Maintenance Services, City and Developer will negotiate in good faith as to a substitute public financing program equivalent in nature and function to CFDs.

(g) CFD Goals. Until the CFD Conversion Date for the CFD, the City shall not change or amend the CFD Goals as they apply to the CFD if such changes or amendments adversely impact the Project or are inconsistent with this Financing Plan unless such changes or amendments are required under the Mello-Roos Act or other controlling State or federal law or, with respect to the CFD, as otherwise approved by Developer in its sole discretion.

(h) Private Placement of CFD Bonds. Subject to Board of Supervisors approval, upon Developer's written request, City shall consider CFD Bonds in a private placement to a small number of investors (which may include Developer and its Affiliates). In connection with any such private placement, City and the investors may agree upon terms regarding the security of the CFD Bonds other than as required by this Agreement, including, but not limited to, the 3:1 value-to-lien ratio of Section 2.4(c); provided, however, any CFD Bonds must have a required debt service coverage ratio of one hundred ten percent (110%), unless City and Developer agree in writing on a different ratio. Consistent with the CFD Goals, the City will consider the appropriate categories of investors for any such CFD Bonds.

(i) No Credit Enhancement. So long as the value of property in the CFD is at least equal to the required value-to-lien ratio, the City shall not require the Developer or any property owner in the CFD to provide a letter of credit or other credit enhancement as security for the payment of the Facilities Special Taxes in the CFD.

(j) Acquisition and Reimbursement Agreement. Contemporaneously with the formation of the CFD, Developer and City will enter into the Acquisition and Reimbursement Agreement that will apply to the acquisition and construction of the authorized improvements for the CFD. The Acquisition and Reimbursement Agreement shall be structured so that it is automatically applicable to any financing by special taxes levied in, or CFD Bonds issued for, all phases of the Project, without requiring any modifications to the Acquisition and Reimbursement Agreement or any further approvals by the City. The Acquisition and Reimbursement Agreement shall contain an acknowledgment by the City and Developer as to the following:

(i) Developer may be constructing authorized improvements before CFD Bond proceeds and Remainder Taxes (herein, "**Funding Sources**") will be used to acquire them are available;

(ii) The City will inspect such improvements and process payment requests even if Funding Sources for the amount of pending payment requests are not then sufficient to satisfy them in full;

(iii) Authorized improvements may be conveyed to and accepted by the City or other Governmental Entity before the applicable payment requests are paid in full;

(iv) If the City or other Governmental Entity accepts authorized improvements before the applicable payment requests are paid in full, the unpaid balance will be paid when sufficient Funding Sources become available, and the Acquisition and Reimbursement Agreement will provide that the applicable payment requests for such improvements accepted by the City or other Governmental Entity may be paid: (A) in any number of installments as Funding Sources become available; and (B) irrespective of the length of time payment is deferred; and

(v) Developer's conveyance or dedication of authorized

improvements to the City or other Governmental Entity before the availability of Funding Sources to acquire such improvements is not a dedication or gift, or a waiver of Developer's right to payment of such improvements under this Financing Plan or the Acquisition and Reimbursement Agreement.

(k) No Other Land-Secured Financings. Except to the extent permitted under Development Agreement Section 3.13, City shall not initiate the formation of any land-secured financing district involving the levy of special taxes or assessments on property in the Project.

2.7 Ongoing Service Maintenance

(a) Baseline Maintenance Costs. The Parties agree that the Baseline Maintenance Costs shall be the sole responsibility of the City and shall not be paid for with Services Special Taxes without the consent of Developer during the term of the Development Agreement.

(b) Maintenance Budget. Not later than May 1 of each year following the Maintenance Commencement Date, City shall prepare a preliminary budget of the Estimated Maintenance Costs for the immediately succeeding Maintenance Period. The Estimated Maintenance Costs shall be determined by (i) estimating the costs of the Ongoing Maintenance Services to be incurred during the immediately succeeding Maintenance Period and (ii) subtracting (A) any funds and revenues that are received for maintenance purposes as determined by City, and (B) any funds on deposit in the Ongoing Maintenance Account that are not committed to the payment of Ongoing Maintenance Services during the current Maintenance Period.

(c) Delivery of Maintenance Budget. During the term of the Development Agreement, upon completion by City, the preliminary budget will promptly be delivered to Developer for review. Developer shall have fifteen (15) days to review and comment on the preliminary budget. City will duly evaluate and implement the reasonable suggestions made by Developer, and City shall distribute a final version of the budget to Developer (as finalized, the "**Maintenance Budget**"). The Maintenance Budget must be completed by no later than July 1 in any given year.

(d) Covenants. Developer agrees to establish covenants, conditions, and restrictions approved by the City, to be recorded in the Official Records before any portion of the Project Site is sold, obligating every owner of a Taxable Parcel in the Project Site to pay in perpetuity an amount equivalent to the Services Special Taxes if for any reason the CFD or its taxing powers are ever eliminated or reduced for any reason, including any vote of the qualified electors in the CFD.

2.8 CFD Limitations

(a) City and Developer agree that the CFD will be formed so that the proceeds of CFD Bonds and Remainder Taxes may be applied to accomplish, as applicable, the following goal in the manner set forth in this Financing Plan: to finance (i) Qualified Project Costs; (ii) Additional Community Facilities; and (iii) Ongoing

Maintenance Services. To accomplish this goal, and subject to the limitations set forth in this Section 2.8, and in light of the Base Special Tax Rates and the CFD Goals:

(i) the CFD will be authorized to finance the Qualified Project Costs, Ongoing Maintenance Services and the Additional Community Facilities;

(ii) the City and Developer will mutually determine the term for levying Facilities Special Taxes, but such term shall not be less than 84 years from the first issuance of CFD Bonds in the CFD;

(iii) the amount of authorized bonded indebtedness will be established to allow the issuance of the First Tranche CFD Bonds to finance Qualified Project Costs and the Second Tranche CFD Bonds to finance Additional Community Facilities; and

(iv) the Services Special Taxes will be levied in perpetuity.

(b) Until the CFD Conversion Date, CFD Bonds will be issued exclusively to finance Qualified Project Costs unless Developer, in its sole discretion, consents in writing to the issuance of CFD Bonds for the CFD to finance Additional Community Facilities. After the CFD Conversion Date, City may issue CFD Bonds to finance Additional Community Facilities.

(c) City and Developer agree that, within the CFD, City shall not be obligated to issue First Tranche CFD Bonds (including refunding bonds) with a final maturity of later than the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds in the CFD without the approval of Board of Supervisors in its sole discretion. Unless City and Developer agree otherwise, any CFD Bonds issued to refund First Tranche CFD Bonds shall comply with applicable provisions of the CFD Act pursuant to which refunding bonds will not result in a reduction of the total authorized amount of the bonded indebtedness of the CFD and, in any event, the final maturity date of the refunding bonds shall not exceed the latest maturity date of the First Tranche CFD Bonds being refunded. The previous sentence shall not prevent the issuance of a series of First Tranche CFD Bonds for new money and refunding purposes, so long as the portion of the First Tranche CFD Bonds attributable to the refunding purpose meets the requirements of the previous sentence.

3. INTERPRETATION; DEFINITIONS

3.1 Interpretation of Agreement

(a) Development Agreement. This Financing Plan is a part of the Development Agreement and is subject to all of its general terms, including the rules of interpretation.

(b) Inconsistent Provisions. Developer and City intend for this Financing Plan to prevail over any inconsistent provisions relating to the financing

structure for the Project and their respective financing-related obligations in any other document related to the Project.

3.2 Defined Terms

(a) Definitions. The following terms have the meanings given to them below or are defined where indicated.

"**100% Affordable Units**" is defined in the Housing Plan.

"**Acquisition and Reimbursement Agreement**" means the agreement between Developer and City governing the terms of City's acquisition of authorized improvements and reimbursement of Qualified Project Costs, as the same may be modified or amended from time to time.

"**Additional Community Facilities**" means any public facilities that benefit or serve the Project Site and that may be financed by the City with Second Tranche CFD Bonds and Remainder Taxes under applicable law and in the manner set forth in this Financing Plan, including Future Sea Level Rise Improvements.

"**Affiliate**" is defined in the Development Agreement.

"**Base Facilities Special Tax Rates**" means, collectively, after considering the Base Services Special Tax Rates, the minimum Facilities Special Tax Rates that do not violate the limits described in Section 2.3(d)(i)(A), Section 2.3(d)(i)(B) and Section 2.3(d)(i)(C).

"**Base Services Special Tax Rate**" is defined in Section 2.3(d)(ii).

"**Base Special Tax Rates**" means, collectively, the Base Facilities Special Tax Rate and the Base Services Special Tax Rate.

"**Baseline Maintenance Costs**" means the costs to provide maintenance services to the City Maintained Facilities consistent with City custom for similar facilities throughout the City.

"**Board of Supervisors**" is defined in the Development Agreement.

"**Building**" means any structure to be constructed within the CFD that contains Taxable Parcels.

"**CFD**" means a community facilities district formed over all of the Project Site that is established under the CFD Act to finance Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services.

"**CFD Act**" means the San Francisco Special Tax Financing Law (Admin. Code ch. 43, art. X), which incorporates the Mello-Roos Act, as amended from time to time.

"**CFD Bonds**" means one or more series of bonds (including refunding bonds) secured by the levy of Facilities Special Taxes in the CFD, including First Tranche CFD Bonds and Second Tranche CFD Bonds.

"**CFD Bonds Project Account**" means the funds or accounts, however denominated, held by the Fiscal Agent under an Indenture containing the CFD Bond proceeds to be used to finance Qualified Project Costs and, when authorized pursuant to Section 2.8, Additional Community Facilities.

"**CFD Conversion Date**" means the earliest to occur of (i) the date that all Qualified Project Costs have been paid or reimbursed to Developer for the Project as a whole, or (ii) the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds in the CFD.

"**CFD Goals**" the Local Goals and Policies for Community Facilities Districts, approved by Board of Supervisors Resolution No. 387-09 in effect on the Reference Date, and, subject to Section 2.6(g), as amended from time to time.

"**CFD Maintained Facilities**" means the following facilities identified on the Maintenance Matrix to be maintained by the Services Special Tax: 900 Innes Avenue; India Basin Shoreline Park; India Basin Open Space; and the Big Green.

"**Change Proceedings**" means proceedings under section 53332 of the Mello-Roos Act initiated by Developer's petition.

"**City**" means the City and County of San Francisco.

"**City Maintained Facilities**" means the facilities identified on the Maintenance Matrix as being maintained by the City or other Governmental Entity.

"**Development Agreement**" means the Development Agreement by and between City and Developer relative to the India Basin Project.

"**Developed Property**" means, for both the Facilities Special Tax and the Services Special Tax, in any Fiscal Year, an assessor's parcel of Taxable Property on which there will be new development under the Development Agreement for which a certificate of occupancy has been issued on or before June 30 of the preceding Fiscal Year. A certificate of occupancy means the first certificate, including any temporary certificate of occupancy, issued by the City confirming that all or a portion of a building can be occupied for residential or non-residential use. A certificate of occupancy following rehabilitation, relocation, or other work not constituting permanent new development under the Development Agreement shall not be included.

"**Developer**" is defined in the Development Agreement.

"**Developer-Selected Rates**" has the meaning given that term in Section 2.3(d)(i).

"**Estimated Maintenance Cost**" means the estimated costs of the Ongoing Maintenance Services for a Maintenance Period, as determined pursuant to Section 2.7(a).

"**Exempt Parcel**" means Public Property and Parcel OS1. Exempt Parcel does not include an assessor's parcel that, immediately prior to the acquisition by City or other Governmental Entity, was a Taxable Parcel that City or any other Governmental Entity acquires by gift, devise, negotiated transaction, or foreclosure (including by way of credit bidding), or an assessor's parcel that, immediately prior to the acquisition by City, was a Taxable Parcel that City acquires under any right of reverter.

"**Facilities Special Tax**" means a special tax levied under the RMA that will be used to finance Qualified Project Costs and, following the CFD Conversion Date, Additional Community Facilities and Ongoing Maintenance Services, or to secure CFD Bonds the proceeds of which are used to finance Qualified Project Costs and Additional Community Facilities, including all delinquent Facilities Special Taxes collected at any time by payment or through foreclosure proceeds.

"**Financing Plan**" means this Financing Plan.

"**First Tranche**" means one or more series of CFD Bonds (including refunding bonds) issued prior to the CFD Conversion Date and secured by the levy of Facilities Special Taxes in the CFD.

"**Fiscal Agent**" means the fiscal agent or trustee under an Indenture.

"**Fiscal Year**" means the period commencing on July 1 of any year and ending on the following June 30.

"**Funding Sources**" is defined in Section 2.6(j).

"**Future Sea Level Rise Improvements**" means future improvements deemed necessary or appropriate by City to ensure that the shoreline, public facilities, and public access improvements will be protected should sea level rise at or near the Project Site.

"**Governmental Entity**" is defined in the Development Agreement.

"**Housing Plan**" means the housing plan attached as Exhibit H to the Development Agreement.

"**Inclusionary Units**" is defined in the Housing Plan.

"**Indenture**" means one or more indentures, trust agreements, fiscal agent agreements, financing agreements, or other documents containing the terms of any indebtedness that is secured by a pledge of and to be paid from Facilities Special Taxes.

"**Maintenance Budget**" is defined in Section 2.7(b).

"**Maintenance Commencement Date**" means the date that the first vertical development within the Project Site is Completed.

"**Maintenance Matrix**" means the India Basin Improvement Matrix agreed to the Parties before final formation of the CFD. A preliminary form of the Maintenance Matrix is attached to this Financing Plan as Schedule A.

"**Maintenance Period**" means, in each year, the one-year period commencing July 1 and ending on June 30.

"**Mello-Roos Act**" means the Mello-Roos Community Facilities Act of 1982 (Cal. Gov't Code §§ 53311-53368), as amended from time to time.

"**Official Records**" is defined in the Development Agreement.

"**Ongoing Maintenance Account**" means a separate account created by City and maintained by City to hold all Services Special Taxes and, following the CFD Conversion Date, any Facilities Special Taxes, collected from the CFD to be used for financing Ongoing Maintenance Services during the applicable Maintenance Period, or to fund service reserves for future repair and replacement that are part of the normal maintenance operations.

"**Ongoing Maintenance Services**" means services relating to the operation and maintenance of the CFD Maintained Facilities. Ongoing Maintenance Services may include grants or contracts for job training and apprenticeship programs for operation and maintenance services of CFD Maintained Facilities, including landscaping, sustainability and building maintenance.

"**Parcel OS1**" means the parcel or parcels that will contain the Public Market, as currently shown on the Conceptual Phasing Plan for the Project as OS1.

"**Person**" is defined in the Development Agreement.

"**Principal Payment Date**" means, (i) if CFD Bonds have not yet been issued for the CFD, September 1 of each year, and (ii) if CFD Bonds have been issued for the CFD, the calendar date on which principal or sinking fund payments on the CFD Bonds are, in any year, payable (for example, if the principal amount of CFD Bonds are payable on September 1, the Principal Payment Date shall be September 1, regardless of whether principal payments are actually due in any particular year).

"**Project**" is defined in the Development Agreement.

"**Project Costs**" means the hard and soft costs of the following improvements:

a. Public Streets (Griffith Street, New Hudson Avenue, Arelious Walker Drive, Earl Street, Beach Lane, Fairfax Lane, and Spring Plan)
b. All public and private utilities on the Project Site (including, but not limited to the stormwater treatment facilities and outfall, decentralized non-potable water reuse system, storm drain, domestic water, non-potable water, and joint trench facilities including sanitary sewer mains).
c. Public Open Space located within the 700 Innes Property (Big Green) and India Basin Open Space (including, but not limited to wetland enhancement, perched beach, boardwalk, and recreation areas).
d. Transitional Open Spaces – Privately owned, publicly accessible open spaces (including but not limited to Cove Terrace, Earl Path, Town Triangle, Transit Plaza, and East Shoreline)
e. Privately-owned publicly accessible open spaces (including plazas pathways and stairs)
f. Innes Avenue street and intersection improvement between Griffith and Earl Streets.

"**Project Site**" is defined in the Development Agreement.

"**Project Special Taxes**" means, collectively, the Facilities Special Taxes and the Services Special Taxes in the CFD.

"**Public Property**" is defined in the Development Agreement.

"**Qualified**" when used in reference to Project Costs means the Project Costs and other authorized capital public facility costs, each to the extent authorized to be financed under the CFD Act, Tax Laws (if applicable), and this Financing Plan.

"**Reference Date**" is defined in the Development Agreement.

"**Remainder Taxes**" means, in each year, as of the day following the Principal Payment Date for the CFD, all Facilities Special Taxes collected prior to such date in the CFD in excess of the total of: (a) debt service on the outstanding CFD Bonds for the CFD due in the current calendar year, if any; (b) priority and any other reasonable administrative costs for the CFD payable in that Fiscal Year; (c) amounts levied to replenish the applicable reserve fund as of the Principal Payment Date, including amounts reserved for reasonable anticipated delinquencies, if any, and (d) amounts needed to pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support and rebate payments on the Bonds.

"**Remainder Taxes Project Account**" is a separate account created by or on behalf of City for the CFD and maintained by or on behalf of City to hold all Remainder Taxes for the CFD to be used as set forth in this Financing Plan.

"**RMA**" means the rate and method of apportionment of special taxes for the CFD, adopted in accordance with the CFD Act.

"**Second Tranche**" means one or more series of CFD Bonds issued after the CFD Conversion Date and secured by the levy of Facilities Special Taxes in the CFD.

"**Special Tax Requirement**" is defined in Section 2.3(f).

"**Services Special Tax**" means a special tax levied in perpetuity under the RMA that will be used to finance Ongoing Maintenance Services, including all delinquent Services Special Taxes collected at any time by payment or through foreclosure proceedings. The Services Special Tax may be levied on Developed Property only.

"**State**" is defined in the Development Agreement.

"**Tax Laws**" means the Internal Revenue Code of 1986, as amended, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under said Internal Revenue Code.

"**Taxable Parcel**" means a lot or parcel within the CFD shown on an assessor's parcel map with an assigned assessor's parcel number that is not an Exempt Parcel.

"**Total Tax Obligation**" means, with respect to a Taxable Parcel at the time of calculation, the sum of: (a) the ad valorem taxes, charges, fees actually levied or projected to be levied on the County tax roll if the Taxable Parcel were developed at the time of calculation; (b) the Project Special Tax Rates levied or projected to be levied if the Taxable Parcel were developed at the time of calculation; (c) all installments of special assessments if the Taxable Parcel were developed at the time of calculation; and (d) all other special taxes (based on assigned special tax rates) or assessments secured by a lien on the Taxable Parcel levied or projected to be levied if the Taxable Parcel were developed at the time of calculation.

"**Transitional Open Spaces**" has the meaning set forth in the Development Agreement.

"**Undeveloped Property**" means, in any Fiscal Year, Taxable Parcels in the CFD that are not Developed Property.

Schedule A

MAINTENANCE MATRIX

EXHIBIT H

Housing Plan

EXHIBIT H TO DEVELOPMENT AGREEMENT

HOUSING PLAN

(INDIA BASIN)

TABLE OF CONTENTS

Page

1. DEFINITIONS 1
2. HOUSING DEVELOPMENT 4
   - 2.1. Residential Development at Full Build-Out 4
   - 2.2. Interim Residential Development 4
   - 2.3. Failure to Achieve Interim Requirements 5
   - 2.4. Development Process 5
3. 100% AFFORDABLE HOUSING PARCELS 7
   - 3.1. Conveyance to Affordable Housing Developer 7
   - 3.2. Affordable Housing Conveyance Agreement 7
   - 3.3. Credit for 100% Affordable Units 7
   - 3.4. No Other Developer Obligations 8
4. INCLUSIONARY HOUSING REQUIREMENTS 8
   - 4.1. Market-Rate Projects 8
   - 4.2. Financing 8
   - 4.3. Credit for Inclusionary Units 8
   - 4.4. Procedures for Monitoring and Enforcement 8
   - 4.5. Marketing 9
   - 4.6. Planning Code Section 415 9
   - 4.7. Outreach 10
5. INDIA BASIN AFFORDABLE HOUSING FEE 10
   - 5.1. Payment of India Basin Affordable Housing In-Lieu Fee 10
   - 5.2. Calculation of Fee 10
   - 5.3. Payment of Fee 10
   - 5.4. Use of Fees 11
6. PARKING REQUIREMENTS 11
   - 6.1. Parking Charge 11
7. MISCELLANEOUS 11
   - 7.1. Third-Party Beneficiaries 11
   - 7.2. Notices to MOHCD 11

SUMMARY

This Affordable Housing Plan (also referred to as the Housing Plan in the Development Agreement) is to ensure that at least 25% of all Residential Units built for the Project are affordable. Developer shall satisfy this requirement in any combination of the following options: (1) by conveying up to three (3) Development Parcels, at no cost, to an affordable housing developer for the construction of up to one hundred eighty (180) 100% Affordable Units; (2) by constructing on-site Inclusionary Units within Market-Rate Projects; and (3) by paying the India Basin Affordable Housing In-Lieu Fee on up to 300 Market-Rate Residential Units (which will, if paid on 300 Market-Rate Residential Units, be considered the equivalent of 75 Inclusionary Units as described below) . In recognition of the phased development of the Project, this Affordable Housing Plan requires that interim milestones be met before issuance of every 250th Temporary Certificate of Occupancy for a Residential Unit (or Building containing such Residential Unit) within the Project Site.

In addition, this Affordable Housing Plan establishes maximum affordability levels for 100% Affordable Units and Inclusionary Units. At each of the interim milestones and upon full build out of the Project Site, (1) the rental rate for the affordable Rental Units must not exceed, on average, a rate that is affordable to households earning one hundred ten percent (110%) of AMI, and (2) the purchase price for the affordable For Sale Units must not exceed, on average, an amount that is affordable to households earning one hundred twenty percent (120%) of AMI.

All in lieu fees generated by the Project Site will be applied by MOHCD to affordable housing in Supervisorial District 10.

1. DEFINITIONS.

The following terms in this Housing Plan have the meanings given to them below. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Affordable Housing Plan.

"**100% Affordable Housing Parcel**" means a Development Parcel that Developer elects to convey to an Affordable Housing Developer for construction of a 100% Affordable Housing Project.

"**100% Affordable Housing Project**" means the building that an Affordable Housing Developer builds on a 100% Affordable Housing Parcel in which all of the Residential Units are restricted to an Affordable Housing Cost, with the exception of the manager's unit. The inclusion of associated and ancillary uses, such as ground floor retail, child care, social services, parking, or other tenant-serving uses will not affect the designation of the building as an Affordable Housing Project.

"**100% Affordable Units**" means the Residential Units restricted to an Affordable Housing Cost and located within a 100% Affordable Housing Building. All of the requirements in this Affordable Housing Plan that apply to Inclusionary Units shall apply to the 100% Affordable Units, with the exception that they will not be located within a Market-Rate Project.

"**4% LIHTC**" means tax credits available for affordable housing development under the Tax Code.

"**Affordable Housing Conveyance Agreement**" is defined in Subsection 3.2 (Affordable Housing Conveyance Agreement).

"**Affordable Housing Cost**" means (a) with respect to a Rental Unit, a monthly rental charge (including the Utility Allowance applicable to the Household Size of such Rental Unit but excluding Parking Charges) that does not exceed thirty percent (30%) of the maximum Area Median Income percentage permitted for the applicable type of Residential Unit, based upon Household Size; and

(b) with respect to a For-Sale Residential Unit, a purchase price based upon (i) the AMI restriction applicable to such For-Sale Residential Unit, (ii) total payment of no more than thirty-three percent (33%) of gross monthly income, including payments for taxes, insurance, homeowner or association's fees and related costs, (iii) a mortgage interest rate that is the ten (10) year rolling average of 30-year interest rate data provided by Freddie Mac, and (iv) a ten percent (10%) down payment assumption. An Affordable Housing Cost will not exceed an amount that is twenty percent (20%) below the average rental charge or sales price for market-rate units within Supervisorial District 10. The methodology for determining Affordable Housing Cost shall be as set forth in the MOHCD Manual, as updated from time to time, except to the extent it conflicts with the above definition.

"**Affordable Housing Developer**" means a qualified developer selected by Developer and reasonably approved by MOHCD to develop an 100% Affordable Housing Parcel.

"**AMI**" or "**Area Median Income**" when used in reference to Inclusionary Units and 100% Affordable Units means the current unadjusted median income for the San Francisco area as published by HUD, adjusted solely for Household Size. If HUD ceases to publish the AMI data for San Francisco for eighteen (18) months or more, MOHCD and Developer will make good faith efforts to agree on other publicly available and credible substitute data for AMI.

"**Deferral Surcharge**" is defined in Subsection 6.3 (Payment of Fee).

"**Development Parcel**" means a Market-Rate Parcel or a 100% Affordable Housing Parcel.

"**Final Affordable Percentage**" is defined in Subsection 2.1(b) (Final Affordable Percentage).

"**Final Completion of all Residential Projects**" means the date that a Temporary Certificate of Occupancy has been issued for all Residential Units to be developed on the Project Site under the Development Agreement, covering all Development Parcels.

"**Final Requirements**" means the Final Affordable Percentage is met, at the Maximum Average AMI, at the Completion of the 1,250th all Residential Unit and at all times thereafter.

"**First Construction Document**" means the first building permit or site permit and addendum for Buildings that authorizes its construction to begin, and expressly excluding any construction permit for site preparation (*e.g.,* demolition or relocation of existing structures, excavation and removal of contaminated soils, fill, grading, soil compaction and stabilization, and construction fencing and other security measures).

"**For-Rent**" or "**Rental Unit**" means a Residential Unit that is not a For Sale Unit."**For-Sale**" or "**Sale Unit**" means a Residential Unit that is intended at the time of completion of construction to be offered for sale, e.g., as a condominium, for individual unit ownership, and then is sold to an individual or household.

"**household**" means one or more related or unrelated individuals who live together in a Residential Unit as their primary dwelling.

"**Household Size**" means the number of persons in a household occupying a Residential Unit as calculated under the MOHCD Manual.

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

"**In Lieu Fee Credit**" is defined in Section 5.2(a) (Calculation and Timing of Fee).

"**Inclusionary Unit**" means a Residential Unit constructed in a Market-Rate Project with a Restrictive Covenant that (i) for a Rental Unit, is restricted to an Affordable Housing Cost not exceeding an AMI that, when averaged with the For-Rent 100% Affordable Units and other For-Rent Inclusionary Units does not exceed the Maximum Average AMI for Rental Units, and (ii) for a For Sale Unit, is

restricted to an Affordable Housing Cost not exceeding an AMI that, when averaged with For-Sale 100% Affordable Units and other For-Sale Inclusionary Units, does not exceed the Maximum Average AMI for For-Sale Units.

"**India Basin Affordable Housing In-Lieu Fee**" is defined in Subsection 5.1 (Payment of India Basin Affordable Housing In-Lieu Fee).

"**Interim Affordable Housing Construction Deadline**" is defined in Subsection 3.2(c) (Affordable Housing Conveyance Agreement).

"**Interim Affordable Percentage**" is defined in Subsection 2.2(b)(i) (Required Interim Threshold).

"**Interim Measurement Date**" is defined in Subsection 2.2(b) (Required Interim Threshold).

"**Interim Requirements**" means that the Interim Affordable Percentage and the applicable Maximum Average AMI requirements of Section 2.2 are satisfied on each Interim Measurement Date.

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

"**Market-Rate Parcel**" means a Development Parcel other than a 100% Affordable Housing Parcel on which development of residential use is permitted.

"**Market-Rate Project**" means a Residential Project constructed by Developer that contains Market-Rate Units, and potentially Inclusionary Units, and may include other uses permitted under the SUD.

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

"**Market-Rate Unit**" means any Residential Unit constructed within the Project Site that is not subject to affordability restrictions under this Affordable Housing Plan.

"**Marketing and Operations Guidelines**" is defined in Subsection 5.5(a) (Generally).

"**Maximum Affordable Housing AMI**" is defined in Subsection 3.2(d) (Affordable Housing Conveyance Agreement).

"**Maximum Average AMI**" is defined in Subsection 2.1(b) (Final Affordable Percentage and Affordability Levels).

"**Minimum 100% Affordable Units**" is defined in Subsection 3.2(c) (Affordable Housing Conveyance Agreement).

"**MOHCD Manual**" is defined in Subsection 5.4(a) (Procedures for Monitoring and Enforcement).

"**Parking Space**" means a parking space constructed by or on behalf of Developer or an Affordable Housing Developer.

"**Residential Project**" means any Building that includes Residential Units.

"**Residential Unit**" means a room or suite of two or more rooms that is designed for residential occupancy for 32 consecutive days or more, including provisions for sleeping, eating and sanitation, for not more than one family.

"**Restrictive Covenant**" means a recorded document permanently encumbering a Market-Rate Project or a 100% Affordable Housing Project that (i) for Market-Rate Project, specifies the number and location of Inclusionary Units and required affordability levels in accordance with this Affordable Housing Plan, and (ii) for a 100% Affordable Housing Project, specifies that all of the Residential Units (other than the manager's unit) are restricted to an Affordable Housing Cost. The form of the Restrictive Covenants shall generally be consistent with the forms used by MOHCD under Section 415, with such modifications (i) as needed to conform to this Affordable Housing Plan, and (ii) to limit the term and to make other adjustments as needed for any Inclusionary Units or 100%

Affordable Units that are financed with 4% LIHTC. Any other material deviations from MOHCD's forms will be subject to MOHCD's review and approval.

"**Section 415**" means the City's Inclusionary Affordable Housing Program (Planning Code sections 415 and 415.1 through 415.11), as amended from time to time.

"**Substantially Completed**" means, with respect to any Residential Unit a Temporary Certificate of Occupancy has been issued for such Residential Unit.

"**Utility Allowance**" means a dollar amount determined in a manner acceptable to the California Tax Credit Allocation Committee, which may include an amount published periodically by the San Francisco Housing Authority or successor based on standards established by HUD, for the cost of basic utilities for households, adjusted for Household Size. If both the San Francisco Housing Authority and HUD cease publishing a Utility Allowance, then Developer may use another publicly available and credible dollar amount approved by MOHCD.

2. HOUSING DEVELOPMENT

2.1. Residential Development at Full Build-Out.

(a) Total Residential Units. The maximum number of Residential Units permitted on the Project Site is one thousand five hundred seventy-five (1,575) Residential Units.

(b) Final Affordable Percentage and Affordability Levels. Upon Final Completion of all Residential Projects, (i) the sum of the Inclusionary Units, the 100% Affordable Units and the In Lieu Fee Credits equals or exceeds twenty-five percent (25%) of the total number of Residential Units constructed on the Project Site (the "**Final Affordable Percentage**"), (ii) for Rental Units, the 100% Affordable Units and Inclusionary Units, taken together, are restricted, on average, at an Affordable Housing Cost that does not exceed one hundred ten percent (110%) of AMI, and (iii) for For-Sale Units, the 100% Affordable Units and Inclusionary Units, taken together, are restricted, on average, at an Affordable Housing Cost that does not exceed one hundred twenty (120%) of AMI (clauses (ii) and (iii), in either case, the "**Maximum Average AMI**").

(c) All Residential Units with a Temporary Certificate of Occupancy shall be counted toward the "total number of Residential Units constructed on the Project Site" for purposes of calculating the Interim Affordable Percentage and the Final Affordable Percentage, as applicable. All Inclusionary Units and 100% Affordable Units will be counted for purposes of calculating the Maximum Average AMI at each Interim Measurement Date and at Final Completion of all Residential Projects.

2.2. Interim Residential Development.

(a) Phasing Effect. The Parties understand that, in connection with the Project phasing, Developer will have flexibility in assigning affordability restrictions and permitting payment of the India Basin Affordable Housing In Lieu Fee on Development Parcels, so long as the Interim Requirements and the Final Requirements are satisfied.

(b) Interim Requirements. Upon the issuance of a Temporary Certificate of Occupancy for the Residential Units described in Table 2.2(b) below (each, an "**Interim Measurement Date**"):

(i) The sum of the Inclusionary Units, 100% Affordable Units (including, without limitation, the Upfront Credits) and In Lieu Fee Credits, as a percentage of the total Residential Units within the Project Site that are Substantially Completed (or, in the case of the In Lieu Fee Credits, for which the India Basin Affordable Housing In-Lieu Fee has been paid), must equal or exceed the interim affordable percentage described in Table 2.2(b) below (each, an "**Interim Affordable Percentage**"); and

(ii) The Maximum Average AMI of the Inclusionary and the 100% Affordable Rental Units that are Substantially Completed, and the Maximum Average AMI as applied to For-Sale Units that are Substantially Completed, must be satisfied.

(iii) Notwithstanding the language in subsection (i) above regarding Substantial Completion, tor purposes of determining whether the Interim Requirements have been satisfied, Developer shall be given credit for 100% Affordable Units in accordance with Section 3.3.

Table 2.2(b): Interim Affordable Percentage

Upon issuance of a Temporary Certificate of Occupancy for:	Interim Affordable Percentage must equal or exceed:
250th Residential Unit	20.0%
500th Residential Unit	20.0%
750th Residential Unit	22.5%
1,000th Residential Unit	22.5%
1,250th Residential Unit, and at all times thereafter	25.0%
1,500th Residential Unit	25.0%

2.3. Failure to Achieve Interim Requirements. If the Interim Requirements are not satisfied on an Interim Measurement Date, then the City will have no obligation to issue Temporary Certificates of Occupancy or Later Approvals unless and until (i) the issuance of a Temporary Certificate of Occupancy would cause the Interim Requirements to be met (*e.g.*, issuance to a Market-Rate Project containing the requisite Inclusionary Units), (ii) MOHCD has approved, in its sole discretion, a development plan designed to achieve the applicable Interim Requirements within the next Development Parcels, or (iii) in the case of a failure to achieve an Interim Affordable Percentage, Developer has paid the India Basin Affordable Housing In-Lieu Fee on a sufficient number of Residential Units to cause the Interim Affordable Percentage to be satisfied. Notwithstanding the foregoing to the contrary, in no event shall a Temporary Certificate of Occupancy or Later Approval be withheld for any 100% Affordable Housing Project. For the avoidance of doubt, if Developer elects to pay the India Basin Affordable Housing In-Lieu Fee pursuant to clause (iii) above with respect to a Market-Rate Project containing Inclusionary Units, and thereafter obtains a Temporary Certificate of Occupancy for such Inclusionary Units, then for purposes of calculating the Interim Affordable Percentage and the Final Affordable Percentage, Developer shall receive credit for both the India Basin Affordable Housing In-Lieu Fee and the Inclusionary Units.

2.4. Development Process.

(a) Phases of Development. Developer proposes to construct the Project in discrete Development Phases, as more particularly described in the Development Agreement, subject to revision in accordance with the Development Agreement. Because of the flexibility provided to Developer under this Affordable Housing Plan, Developer shall not transfer any real property within the Project Site without identifying, with specificity, (i) the minimum and maximum number of Residential Units that will be developed on the real property transferred, (ii) the required number or

percentage of Inclusionary Units and 100% Affordable Units, and the maximum AMI levels for the Inclusionary Units and 100% Affordable Units (iii) the number of In-Lieu Fee Credits available to the transferee, and (iv) otherwise comply with all applicable provisions of the Development Agreement, including Article 12. For each approved Development Phase, there shall be no more than one (1) Developer responsible for Completion of the Infrastructure (other than the Transferable Infrastructure), and that Developer will also be responsible for gathering and providing to City the information required to complete the housing data table and map in subparagraph (b) below. Upon any transfer of the entirety of a Development Phase, the Developer responsible for Completion of the Infrastructure (other than the Transferable Infrastructure) in such Development Phase will reasonably cooperate and provide information as required to all other Developers, as needed, to complete their respective housing data tables. Finally, if there is more than one (1) Developer within a Development Phase (or the Project), each such Developer acknowledges and understands the City's rights and remedies for failure to meet the Interim Requirements as set forth in Section 2.3 hereof and Sections 9.4.2 and 9.4.4 of the Development Agreement, and therefore that it may be impacted by the City's right to withhold Temporary Certificates of Occupancy and Later Approvals in accordance with Section 2.3 hereof and Sections 9.4.2 and 9.4.4 of the Development Agreement based upon the failure of another Developer within the Project to satisfy the Interim Requirements.

(b) Housing Data Table. To track Developer's obligations under this Affordable Housing Plan, at the time Developer submits a Development Phase application to the City, it will provide the Planning Director with a housing data table and map that tracks Developer's obligations hereunder. The housing data table will be subject to the MOHCD Director's approval, not to be unreasonably withheld. In addition, the MOHCD Director may review and provide comments on the map. Whenever Developer changes the development program in a manner that changes the information in a previously approved housing data table or map, it will update the housing data table or map and provide a copy to MOHCD with an explanation of the changes. Each map will show the proposed location of the Residential Units in the Development Phase by type (i.e., Market-Rate Unit, Inclusionary Unit, 100% Affordable Unit), and any proposed application of In-Lieu Fee Credits. Each housing data table must include the following information:

(i) An estimate, based on then-current market conditions, of the number of Residential Units to be constructed in the current Development Phase (including the number of Inclusionary and 100% Affordable Units and In-Lieu Fee Credits) and, to the extent known, the anticipated housing tenure (rental vs. ownership);

(ii) The number of Residential Units anticipated to be constructed in all prior Development Phases for which Developer has obtained a Tentative Subdivision Map approval but for which the City has not issued a Temporary Certificate of Occupancy;

(iii) The number of Residential Units in all prior Development Phases for which the City has issued a Temporary Certificate of Occupancy and the proposed housing tenure (rental vs. ownership) of those Residential Units;

(iv) The sum of the following taken as a percentage of the total Residential Units within the Project Site as of the date of the applicable Housing Data Table submittal: (a) the Inclusionary Units for which a Temporary Certificate of Occupancy has been issued, (b) 100% Affordable Units for which a Temporary Certificate of Occupancy has been issued; (c) Upfront Credits taken in accordance with Section 3.3; (d) the number of Residential Units for which the India Basin Affordable Housing In-Lieu Fee has been paid; and (e) the Inclusionary Units and 100% Affordable Units that do not have a temporary certificate of occupancy but for which a Restrictive Covenant has been recorded.

(v) The average AMI calculated separately for Rental Projects and For Sale Projects for (i) all 100% Affordable Units that have obtained a Temporary Certificate of Occupancy as of the date of the applicable Housing Data Table, (ii) all Inclusionary Units that have obtained a Temporary Certificate of Occupancy as of the date of the applicable Housing Data Table, (iii) the number of Residential Units for which the India Basin Affordable Housing In-Lieu Fee has been paid as of the date of the applicable Housing Data Table; and (iv) the AMI levels for 100% Affordable Units and Inclusionary Units that do not have a Temporary Certificate of Occupancy but for which a Restrictive Covenant has been recorded.

To the extent any of the above information is estimated at the time of the Development Phase Application, Developer will not transfer a parcel that will include Residential Units to another Developer without providing to MOHCD an update to the housing data table and map that describes the affordable housing obligations relating to the transferred property, together with the most current information regarding Developer's plan to satisfy the applicable Interim Requirements by the next Interim Measurement Date.

3. 100% AFFORDABLE HOUSING PARCELS

3.1. Conveyance to Affordable Housing Developer. Developer may elect to convey up to three (3) Development Parcels to an Affordable Housing Developer for the development of a 100% Affordable Housing Project containing up to one hundred eighty (180) 100% Affordable Units in the aggregate. Developer shall receive credit in accordance with this Article 3 towards the Final Affordable Percentage, the Interim Affordable Percentage, and the Maximum Average AMI for the 100% Affordable Units constructed or to be constructed on such Affordable Housing Parcel.

3.2. Affordable Housing Conveyance Agreement. The conveyance of an 100% Affordable Housing Parcel (either in fee or ground lease) will be pursuant to a written conveyance or option agreement (an "**Affordable Housing Conveyance Agreement**"), pursuant to which, among other things, Developer and the Affordable Housing Developer covenant and agree that:

(a) Developer shall convey the 100% Affordable Housing Parcel (or other right of control) to the Affordable Housing Developer at no cost, excluding payment of customary transaction costs;

(b) the Affordable Housing Developer shall construct and obtain a Temporary Certificate of Occupancy for a minimum number of 100% Affordable Units to be set forth in such Affordable Housing Conveyance Agreement (the "**Minimum 100% Affordable Units**"); and

(c) the Affordable Housing Developer shall rent or sell, as applicable, the 100% Affordable Units at levels affordable to households with incomes not exceeding a maximum AMI to be set forth in such Affordable Housing Conveyance Agreement (the "**Maximum Affordable Housing AMI**") for the life of the Affordable Housing Project.

3.3. Credit for 100% Affordable Units. For purposes of calculating whether the Interim Affordable Percentage and the Maximum Average AMI have been satisfied as of any Interim Measurement Date, Developer shall receive credit for the 100% Affordable Units in either of the following manners, at Developer's election:

(a) Upon Conveyance. (i) One-third (1/3) of the Minimum 100% Affordable Units (the "**Upfront Credits**"), at the Maximum Affordable Housing AMI, upon conveyance of the 100% Affordable Housing Parcel to an Affordable Housing Developer and recordation of a Restrictive Covenant memorializing the requirements as set forth in the Affordable Housing Conveyance Agreement; and (ii) the remainder of the 100% Affordable Units actually constructed, at the affordability levels at which the 100% Affordable Units are actually offered to the public, upon

issuance of a Temporary Certificate of Occupancy for the applicable 100% Affordable Housing Project; or

(b) Upon Commencement. All of the 100% Affordable Units to be constructed within the 100% Affordable Housing Project upon (i) commencement of vertical construction (following conveyance and the recordation of a Restrictive Covenant), and (ii) delivery to MOHCD of security in form and substance acceptable to MOHCD.

3.4. No Other Developer Obligations. Developer's sole obligations with respect to development of 100% Affordable Housing Projects on the 100% Affordable Housing Parcels are those set forth in this Article and any Affordable Housing Conveyance Agreement. Nothing in this Affordable Housing Plan requires Developer to contribute funds to MOHCD or any other person to complete the 100% Affordable Housing Projects. But failure to commence or complete a 100% Affordable Housing Project may impact Developers within the Project Site if, as a result, the Interim Requirements are not satisfied by an Interim Measurement Date.

4. INCLUSIONARY HOUSING REQUIREMENTS

4.1. Market-Rate Projects. Developer may elect, but shall not be obligated to, provide Inclusionary Units within one or more Market-Rate Projects, so long as the Interim Requirements and the Final Requirements of this Affordable Housing Plan are otherwise satisfied as and when required hereunder. Within any such Market-Rate Project, there will be no minimum number of Inclusionary Units nor any maximum affordability level so long as the Interim Requirements are met by each Interim Measurement Date, and the Final Requirements are met on a Project Site-wide basis. Any such election shall be memorialized in a recorded Restrictive Covenant prior to commencement of construction.

4.2. Financing. Developer is responsible for financing the development of the Inclusionary Units included within the Market-Rate Projects and may access financing sources, including sources of below market rate housing financing, to the extent the Market-Rate Project qualifies for any such available financing. The City has no obligation to provide any funding to any Market-Rate Project or Affordable Housing Project under this Affordable Housing Plan.

4.3. Credit for Inclusionary Units. Upon issuance of a Temporary Certificate of Occupancy for any Inclusionary Unit, Developer shall receive credit under this Affordable Housing Plan for such Inclusionary Unit, at the affordability level set forth in the applicable Restrictive Covenant.

4.4. Procedures for Monitoring and Enforcement.

(a) Subject to clause (b) of this Subsection, procedures for renting or selling an Inclusionary Unit must conform to the *City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual*, as amended from time to time (the "**MOHCD Manual**").

(b) To the extent that the MOHCD Manual (as it may be amended from time to time) is inconsistent with or conflicts with the specific requirements of this Affordable Housing Plan, this Affordable Housing Plan will prevail. Accordingly, MOHCD agrees that a Developer of a Market-Rate Project may proceed under the following provisions.

(i) All Inclusionary Units must be on the Project Site. Developer will have no off-site option.

(ii) Units shall be designated in accordance with Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing Program).

(iii) Parking spaces shall be made available to households renting Inclusionary Units at the same ratio of Parking Spaces to Market-Rate Units in the applicable Market-

Rate Project. All parking spaces made available to households renting Inclusionary Units will be offered and priced in accordance with the MOHCD Manual.

(c) The maximum monthly parking rate for an Inclusionary Unit will be equal to the ratio of the Inclusionary Unit's rent as compared to rent for an equivalent (determined by factors including square footage, number of bedrooms, and location within the Market-Rate Project) Market-Rate Unit. For example, if the equivalent Market-Rate Unit's monthly rent is $3,000 and the Inclusionary Unit's monthly rent is $1,500, the permitted parking rate for a tenant in the Inclusionary Unit would be fifty percent (50%) of market-rate Parking Charge. Parking Charges may be adjusted in concert with market rate adjustments, but no more than annually.

4.5. Marketing.

(a) Generally. Developer may not market or rent Market-Rate Units (excluding those within a Market-Rate Project containing no Inclusionary Units), Inclusionary Units or 100% Affordable Units until MOHCD has approved, in its reasonable discretion, the following: (i) Marketing and Operations Guidelines, which must include any preferences required by the MOHCD Manual or this Affordable Housing Plan; (ii) conformity of the proposed Affordable Housing Cost for Inclusionary Units with this Affordable Housing Plan; and (iii) project-specific eligibility and income qualifications for tenant households (collectively, "**Marketing and Operations Guidelines**").

(b) Marketing and Operations Guidelines.

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

(ii) MOHCD will review and grant or withhold its approval of each set of Marketing and Operations Guidelines in its reasonable judgment within thirty (30) days after it is delivered. All marketing, outreach and sales or lease procedures shall be in compliance with the MOHCD Manual, except to the extent a deviance is approved by MOHCD as part of the Marketing and Operations Guidelines.

(c) Restrictive Covenant. Each Restrictive Covenant for a Market-Rate Parcel to be developed as a Market-Rate Rental Project must include the following.

(i) the total number of Residential Units and the number and location of the Inclusionary Units, with the maximum AMI level for each Inclusionary Unit, that the Vertical Developer intends to build on the Market-Rate Parcel;

(ii) a requirement to provide and maintain the Inclusionary Units at the specified AMI levels for the life of the Market-Rate Rental Project;

(iii) for Rental Units, a covenant to keep the Inclusionary Units as Rental Units for a period that is the greater of (A) the life of the Market-Rate Rental Project and (B) fifty-five (55) years from issuance of a Temporary Certificate of Occupancy for such Inclusionary Units; and

(iv) the City as a third party beneficiary, with the right to enforce the restrictions and receive attorneys' fees and costs in any enforcement action.

4.6. Planning Code Section 415. Due to the detail set forth in this Affordable Housing Plan, and the differences between the City's inclusionary program under Section 415 and this Affordable Housing Plan, the Parties have not imposed all of the requirements of Section 415 into this Agreement. However, the Parties acknowledge and agree that (i) the location of the Inclusionary Units within a Market-Rate Project shall be approved by the City in accordance with the standards and practices established for Section

415, (ii) all Inclusionary Units and 100% Affordable Units will be subject to the lottery system established by MOHCD under Section 415, (iii) MOHCD will monitor and enforce the requirements applicable to Inclusionary Units under this Article 4 in accordance with Planning Code Section 415.9, except that all references to Section 415 will be deemed to refer to the requirements under this Affordable Housing Plan, and (iv) to the extent there are implementation issues that have not been addressed in this Housing Plan, then the provisions of Section 415 and the MOHCD Manual shall govern and control such issues. To the extent Section 415 is incorporated into and applies to actions under this Affordable Housing Plan, it will mean Section 415 as it is amended from time to time, except to the extent any amendment conflicts with the express provisions of this Affordable Housing Plan.

4.7. Outreach. Given the Project's Site's location, the Parties desire that, to the greatest extent permitted by MOHCD's then-applicable policies and procedures, pre-marking and marketing programs for Inclusionary Units constructed on the Market-Rate Parcels target residents of Supervisorial District 10 and/or residents residing within one-half (0.5) miles of the Project Site. In addition, the Parties desire that residents of District 10 and residents residing within one-half (0.5) miles of the Project Site be given the maximum neighborhood preference for leasing or acquisition, as applicable, of Inclusionary Units permitted under MOHCD's then-applicable policies and procedures.

5. INDIA BASIN AFFORDABLE HOUSING FEE.

5.1. Payment of India Basin Affordable Housing In-Lieu Fee. Developer may elect to pay an affordable housing fee (the "**India Basin Affordable Housing In-Lieu Fee**") on not more than 300 Residential Units in the aggregate. In consideration of these requirements, in the event of any inconsistencies regarding the collection of fees under Section 415 from the Project Site and this Agreement, then this Agreement will prevail.

5.2. Calculation and Timing of Fee.

(a) The initial India Basin Affordable Housing In-Lieu Fee rate will be $61 per gross square foot, payable on those Residential Units for which Developer elects to pay the India Basin Affordable Housing In-Lieu Fee. Upon payment of the India Basin Affordable Housing In-Lieu Fee, Developer will receive credit (an "**In Lieu Fee Credit**") equal to one quarter, or twenty-five percent (25%), of an Inclusionary Unit. In other words, In Lieu Fee Credits paid for every four (4) Residential Units will equal one Inclusionary Unit for purposes of the Interim Requirements and the Final Requirements. There will be no AMI calculation as it relates to the In Lieu Fee Credits and, for purposes of calculating the Maximum Average AMI at any time, only the AMI levels on the Inclusionary and 100% Affordable Units will be considered.

(b) During the Initial Term (as extended by Litigation Extension, if any), the India Basin Affordable Housing In-Lieu Fee rate will be adjusted annually in accordance with Planning Code section 409(b) (as section 409(b) is in effect as of the Effective Date), based on the Annual Infrastructure Construction Cost Inflation Estimate (AICCIE) published by Office of the City Administrator's Capital Planning Group and approved by the Capital Planning Committee. Adjustments after the Initial Term (as extended by Litigation Extension, if any) will be made as set forth in Section 5.7 of the Development Agreement.

5.3. Payment of Fee. The City will collect the India Basin Affordable Housing In-Lieu Fee from Developer as a condition to issuance of the First Construction Document for each Market-Rate Project for which Developer has elected to pay the India Basin Affordable Housing In-Lieu Fee; provided, however, if then permitted under Section 415, Developer may elect to defer payment of the India Basin Affordable Housing In-Lieu Fee to a due date prior to the issuance of the first certificate of occupancy subject to payment of any deferral surcharge then required by Section 415 (the "**Deferral Surcharge**"). The India Basin Affordable Housing In-Lieu Fee and the Deferral Surcharge, if applicable, shall be payable to DBI's Development Fee Collection Unit for application as set forth in Section 5.4 of this Affordable Housing Plan.

5.4. Use of Fees. MOHCD will use all India Basin Affordable Housing In-Lieu Fees collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD. Any Deferral Surcharge shall be deposited into the Citywide Affordable Housing Fund.

6. PARKING REQUIREMENTS

6.1. Parking Charge.

(a) Discretion to Set Rates. Developer (for Market-Rate Parcels) will determine, in its sole discretion, the parking charge for Parking Spaces within the applicable Market-Rate Parcel, subject to Subsection 6.1(b) (Limitations on Rates).

(b) Limitations on Rates. Developer must not charge renters or owners of Inclusionary Units any fees, charges, or costs, or impose rules, conditions, or procedures on such renters or owners that do not equally apply to all market-rate renters or owners. In addition, the parking charge for all Inclusionary Units and for 100% Affordable Units will determined in accordance with the MOHCD Manual.

7. MISCELLANEOUS

The following provisions apply to this Agreement in addition to those in Article 14 of the Development Agreement (Miscellaneous Provisions).

7.1. Third-Party Beneficiaries. The Parties agree that the City, acting through MOHCD, is a third-party beneficiary of this Affordable Housing Plan, with the same rights and obligations as if it were a party. Except to the extent set forth in the immediately preceding sentence, there are no express or implied third-party beneficiaries of this Affordable Housing Plan.

7.2. Notices to MOHCD. Notices given under this Affordable Housing Plan are governed by [Section 14.11 (Notice) of the Development Agreement]. Notices to MOHCD must be addressed as specified below.

To MOHCD:	Mayor's Office of Housing and Community Development 1 South Van Ness Avenue, Floor 5 San Francisco, CA 94102 Attn: Director
With a copy to:	Dennis J. Herrera, Esq. City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Attn: RE/Finance

7.3. Severability. If any provision of this Affordable Housing Plan, or its application to any Person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Affordable Housing Plan or the application of such provision to any other Person or circumstance, and the remaining portions of this Affordable Housing Plan shall continue in full force and effect. Without limiting the foregoing, in the event that any applicable law prevents or precludes compliance with any term of this Affordable Housing Plan, the Parties shall promptly modify this Affordable Housing Plan to the extent necessary to comply with such law in a manner that preserves, to the greatest extent possible, the benefit to each of the Parties. In connection with the foregoing, the

Parties shall develop an alternative of substantially equal, but not greater, cost to Developer or material increase in Developer's obligations, and substantially equal, but not less, benefit to City.

EXHIBIT I

Infrastructure Plan

INDIA BASIN

INFRASTRUCTURE PLAN

August 10, 2018

Compiled By:

BKF Engineers

BKF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

Authors:

Atelier Ten
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TABLE OF CONTENTS

1. INTRODUCTION / PROJECT DESCRIPTION 1
1.1 Purpose 1
1.2 Project Description 1
1.3 Land Use 2
1.4 Infrastructure Plan Overview 3
1.5 Property Acquisition, Dedication, and Easements 4
1.6 Project Datum 5
1.7 Master Plans 5
1.8 Conformance with EIR and Entitlements 5
1.9 Applicability of Codes and Standards 5
1.10 Project Phasing 6
1.11 Acceptance of Phased Infrastructure 7
1.12 Operation and Maintenance 7

2. SUSTAINABILITY 8

3. ENVIRONMENTAL REMEDIATION 10

4. DEMOLITION, DECONSTRUCTION AND BUILDINGS TO REMAIN 11
4.1 Scope of Demolition 11
4.2 Demolition Phasing 11
4.3 Historic Buildings 11
4.4 Buildings to Remain 11

5. SEA LEVEL RISE 12
5.1 Sea Level Rise Introduction 12
5.2 Adaptive Management Approach 12
5.3 Initial Infrastructure Design 13
5.3.1 Building Pads 13
5.3.2 Open Space 13
5.3.3 Storm Water System Design 14
5.4 Infrastructure Adaptation for Future Sea Level Rise 14
5.4.1 Building Pads 14
5.4.2 Open Space 14
5.4.3 Stormwater System 14
5.4.4 Stormwater Management 14
5.5 Sea Level Rise Monitoring Program 15
5.5.1 Decision Making Framework 15
5.5.2 Funding Mechanism 15

6. GEOTECHNICAL CONDITIONS 16
6.1 Existing Site Geotechnical Conditions 16
6.2 Site Geotechnical Approach 18
6.3 Phases/Schedule of Design Level Geotechnical Investigations 20

7. SITE GRADING 21
7.1 Existing Site Conditions 21
7.2 Proposed Grading Requirements 21
7.2.1 Roadway Areas 21
7.3 Proposed Site Grading Design 22
7.4 Proposed Site Grading Conforms 22
7.5 Overland Release 23
7.6 Sea Level Rise Monitoring and Adaptation 23
7.7 Cut and Fill Quantities 24
7.8 Phases of Site Earthwork 24

8. STREET AND TRANSPORTATION SYSTEMS 25
8.1 Street and Transportation System Overview 25
8.2 Public Transportation 25
8.3 Public Streets 26
8.3.1 Public Street Layout and Parcelization 28
8.4 Streetscape Design Considerations 30
8.4.1 Traffic Calming 30
8.4.2 Fire Department Access 31
8.4.3 Street Pavement Structural Section 31
8.4.4 Streetlights 32
8.4.5 Utility Separation 32
8.5 Traffic Control and Signalization 34
8.5.1 Jennings Street/Evans Avenue (Intersection 2) 34
8.5.2 Hudson Avenue/Hunters Point Boulevard/Hawes Street (Intersection 3) .34
8.5.3 Hunters Point Boulevard/Innes Avenue (Intersection 4) 35
8.5.4 Innes Avenue/Griffith Street (Intersection 5) 35
8.5.5 Innes Avenue/Arelious Walker Drive (Intersection 6) 35
8.5.6 Innes Avenue/Earl Street (Intersection 7) 36
8.5.7 On-site Traffic Control and Signalization 36
8.6 Public Bike and Pedestrian Systems 36
8.7 Acceptance of Improvements 36
8.8 Phasing of Improvements 37
8.9 SFMTA Infrastructure 37

9. OPEN SPACE AND PARKS 39
9.1 Proposed Public Parks 39
9.2 Phasing, Operation and Maintenance 39

10. LOW PRESSURE POTABLE WATER SYSTEM 41
10.1 Existing Low Pressure Water System 41
10.2 Proposed Low Pressure Water System 41
10.2.1 Project Demands 41
10.2.2 Project Supply 41
10.2.3 Proposed Distribution System 42
10.3 Low Pressure Water System Phasing 42

11. NON-POTABLE WATER SYSTEM 44
11.1 Existing Recycled Water System 44
11.2 Proposed Non-Potable Water System 44
11.2.1 Project Demands 44
11.2.2 Parcel-Based Graywater 45
11.2.3 District DNWRS 45
11.2.3.1 Proposed Non-Potable Water Supply 46
11.2.3.2 Proposed Distribution System 46
11.3 Non-Potable Water System Phasing 47

12. AUXILIARY WATER SUPPLY SYSTEM (AWSS) 48
12.1 Existing AWSS Infrastructure 48
12.2 Potential AWSS Infrastructure 48
12.3 AWSS Regulations and Requirements 48
12.4 AWSS Phasing 48

13. SEPARATED SEWER SYSTEM 50
13.1 Existing Sewer System 50
13.1.1 Service Area 50
13.1.2 Existing Demands 50
13.1.3 Gravity Collection System 50
13.1.4 Pump Station 50
13.2 Proposed Sanitary Sewer System 51
13.2.1 Drainage Areas 51
13.2.2 Sanitary Sewer Flows 52
13.2.3 Proposed Gravity Collection System 52
13.2.4 Pump Station 53
13.2.5 On-Site Treatment 53
13.2.6 Solids Management 54
13.3 Separated Sewer System Phasing 55
13.4 Ownership & Maintenance 55

14. STORMWATER SYSTEM 57
14.1 Existing Stormwater System 57
14.2 Proposed Storm Drain System 58
14.2.1 Drainage Areas 58
14.2.2 Stormwater Collection System 60
14.2.3 Stormwater Treatment Pump Station 62
14.2.4 Outfalls 63
14.2.5 Trash Capture 63
14.3 Sea Level Rise Monitoring and Adaptation 64
14.4 Storm Drain System Phasing 64
14.5 Ownership and Maintenance 64

15. STORMWATER MANAGEMENT 66
15.1 Existing Stormwater Management System 66

15.2 Proposed Stormwater Management System....66
15.3 Sea Level Rise Monitoring and Adaption....68
15.4 Stormwater Management Phasing....69
15.5 Ownership & Maintenance....69

16. DRY UTILITY SYSTEMS....70
16.1.1 Existing Dry Utility Systems....70
16.1.2 Electric....70
16.1.3 Natural Gas....70
16.1.4 Communication....70
16.1.5 Proposed Dry Utility Systems....70
16.1.6 Electric....70
16.1.7 Natural Gas....72
16.1.8 Communication....72
16.1.9 District Microgrid and Renewable Energy Variants....72
16.2 Dry Utility Phasing....73

FIGURES AND ATTACHMENTS

Figure 1.0	Ownership
Figure 7.0	Conceptual Grading Plan
Figure 7.1	Roadway Sawtooth Grading
Figure 8.0	Parcels and Utility Easements
Figure 8.1	Site Plan
Figure 8.2	Roadway Sections
Figure 8.3	Roadway Sections
Figure 8.4	Typical Utility Plan and Section
Figure 8.5	Proposed Off-Site Intersection Improvements
Figure 9.0	Proposed Parks and Plaza
Figure 10.0	Low Pressure Water Location
Figure 11.0	Non-Potable Water Location
Figure 13.0	Proposed Sanitary Sewer System
Figure 14.0	Proposed Storm Drain System
Figure 14.1	Overland Release
Figure 14.2	Diversion Structure Schematic Details
Figure 14.3	Proposed Outfalls Schematic Details
Figure 15.0	Proposed Water Quality Facilities
Figure 15.1	Private Stormwater Quality Details
Figure 16.0	Joint Trench Location
Attachment A	India Basin – Public Infrastructure Design Exceptions and Modifications Memorandum

1. INTRODUCTION / PROJECT DESCRIPTION

1.1 Purpose

This Infrastructure Plan is an exhibit to the Development Agreement (DA) between co-project sponsors BUILD and the City of San Francisco or its Assignees (Developer). The Infrastructure Plan defines the infrastructure improvements required to construct the India Basin Development Project (Project), and identifies the responsibilities of the City and the Developer for design, construction and operation of the Infrastructure, including elements of sustainability, environmental remediation, demolition, grading, street and transportation systems, open space and parks, low pressure potable water system, Non-Potable water system, auxiliary water supply system, separated sewer system, stormwater system, stormwater management, and dry utility systems. The area encompassing these infrastructure improvements consists of approximately 29.26 acres owned by the Developer and the City, which is being redeveloped pursuant to the DA.

This should be updated to only include 700 Innes and India Basin Open Space, which are the subject of the DA and this plan.

1.2 Project Description

The project as described in the project Environmental Impact Report prepared for the City of San Francisco Planning Department is co-sponsored by the Developer and the RPD and includes four distinct areas.

Table 1.0: Development Areas

Development Areas	Responsibility	Area (acres)*
India Basin Shoreline Park	RPD	5.60
900 Innes	RPD	3.98
India Basin Open Space	Developer	6.20
700 Innes	Developer	22.42
Total		38.20

*Acreage include current ROWs, most of which will be vacated and incorporated into the ect.

add "However,"

This Infrastructure Plan addresses the Developer's infrastructure obligation associated with 700 Innes and India Basin Open Space development areas only. References within this

add "Therefore,"

document to Project refer to 700 Innes and India Basin Open Space Development areas, and Project Site refers to 700 Innes and India Basin Open Space land.

The 700 Innes site is approximately 22.42 acres that includes 17.12 acres of property controlled by the Developer and 5.30 acres of developed and undeveloped public rights of way. The site is generally bounded by Innes Avenue to the south, the eastern extent of Earl Street to the east, the western extent of Griffith Street to the West and the India Basin Open Space parcel to the north.

The India Basin Open Space includes approximately 6.2 acres owned by RPD that will be improved by the Developer as part of the redevelopment of the 700 Innes site. The India Basin Open Space site is an "L" shaped parcel that is bounded by the 700 Innes site and the Bay.

1.3 Land Use

Development of Project is envisioned to include a significant quantity of new multi-family residential units in a mixed-use setting. Land Use Designations and Permitted and Conditional Uses within each category are detailed in Chapter 4 of the India Basin Design Standards and Guidelines. The total development program appropriate for the site is being studied through the Environmental Impact Report (EIR). Development program limits and other requirements will be confirmed through the DA.

For the purposes of this Infrastructure Plan, the land use program at the Project is anticipated to include residential, commercial, retail, and institutional/educational uses. The Project has been planned with two options; a residential project and a commercial variant. The table below describes the program breakdown for these two options, plus the associated development being planned for the India Basin Open Space Area.

PROPOSED RESIDENTIAL PROJECT

Program	Development
Residential	1575 units
Commercial/Retail	209,106 sf

MAXIMUM COMMERCIAL VARIANT

Program	Development
Residential	500 units
Commercial/Retail	1,000,000 sf
Institutional/Education	50,000 sf

1.4 Infrastructure Plan Overview

This Infrastructure Plan describes and governs the construction and development of Infrastructure to be provided by the Developer for the Project, including associated off-site improvements needed to support the project. The Project will use the San Francisco Subdivision Regulations (Subdivision Regulations) as the basis for design standards, criteria, specifications, and acceptance procedures for Project Infrastructure. Developer acknowledges that the Infrastructure Plan proposes various novel concepts and non-standard features, designs, and public improvements that do not comply with City standards. The City retains its authority and discretion to grant exceptions to established standards, the Subdivision Regulations, and Municipal Code requirements, and to approve, approve subject to conditions, or reject these concepts and non-standard elements based on Developer's submission of additional analysis and detailed design. The India Basin Public Infrastructure Design Exceptions and Modifications Memorandum, attached hereto as Attachment A represents the Project Sponsor's initial request for design exceptions and modifications to various City regulations, standards, and specifications. City agencies will consider this request and other subsequent requests on a case-by-case basis at the time when Developer submits the level of detailed design and analysis that will enable City agencies to comprehensively evaluate whether to approve, approve with conditions, or reject such requests. Notwithstanding any design described or shown in this Infrastructure Plan or in the Design Standards and Guidelines that may be associated with exceptions or modifications sought in the abovementioned Memorandum, the Memorandum is not binding on the Developer or the City, but is attached for illustrative purposes only.

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

This Infrastructure Plan focuses on the Infrastructure required to build the Project as described in the Project EIR. The EIR also includes a Project variant, which may or may not be implemented; this variant is also described, but is not a required component of the Infrastructure.

1.5 Property Acquisition, Dedication, and Easements

The mapping, street vacations, property acquisition, dedication and acceptance of streets and other Infrastructure improvements will occur through the Subdivision Map process in accordance with the San Francisco Subdivision Code (Subdivision Code) and Subdivision Regulations. Except as otherwise noted, Infrastructure described in this Infrastructure Plan shall be constructed within the public right-of-way. The City, on a case-by-case basis and in its discretion, may allow dedicated permanent easements or Memorandum of Understanding (MOU) between City Departments within public open space areas to provide for access to and maintenance of Infrastructure facilities. Infrastructure improvements proposed in the public right of way or in an easement/MOU within public open space will be documented through Improvement Plans which will be submitted to the City for approval.

Developer shall install public utilities within easements, if the City allows such easements, in accordance with applicable City regulations. City policies for public acquisition and acceptance within any such dedicated public service easement areas, including provisions for maintenance access, shall apply.

A tentative map will be prepared for the Developer obligation area (700 Innes and India Basin Open Space). Following tentative map approval for each phase of street improvements Developer shall submit final maps with Improvement Plans for the public right of way and other required public improvements prior to permits for each phase of Infrastructure.

Developer also may elect to apply for a permit to construct required public improvements independent of a subdivision map or prior to Final Map approval, and City, in its discretion, may approve, approve with conditions, or reject such a permit. Final maps for each parcel (or groups of parcels) will be submitted for each development project.

1.6 Project Datum

All elevations referred to herein are based on CCSF 2013 NAVD88 Vertical Datum (SFVD13).

1.7 Master Plans

Each Infrastructure system described herein has been more fully described and evaluated in Draft Master Utility Plans (MUPs), which the Developer has simultaneously submitted to the City as reference information for the Infrastructure Plan. These MUPs identify the key design criteria and provide more detailed layouts of each Infrastructure system. The Infrastructure Plan will be approved by the City as part of the DA approval process. Approval of this Infrastructure Plan does not imply approval of the MUPs, which the City shall approve after DA execution and prior to submittal of Improvement Plans for the first phase of development. Developer acknowledges that City review and approval of the MUPs may result in amendments to this Infrastructure Plan or conditions associated with the design of any Improvements identified in the MUPs.

1.8 Conformance with EIR and Entitlements

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

1.9 Applicability of Codes and Standards

This Infrastructure Plan incorporates by reference the India Basin DSGand other approved Project documents. This Infrastructure Plan as stated in section 1.1 includes the infrastructure necessary to support the site plan presented in the DSG and intends to concisely provide the

infrastructure that will be needed to support the development. This Infrastructure Plan may be materially modified to the extent such modifications are in conformance with the Subdivision Regulations and applicable City standards and are mutually agreed to by the City and the Developer consistent with the terms of the DA.

1.10 Project Phasing

It is anticipated that the Developer will develop the Project in several phases as outlined in India Basin Proposed Phasing Memorandum submitted concurrently with this IP and subject to the approval process outlined in the DA. Each Phase will include Development Parcel(s) and associated Infrastructure to serve the incremental build-out of the Project. Phase Infrastructure defined as infrastructure necessary to support each phase of improvement throughout the Project will be presented in Improvement Plans and associated Public Improvement Agreement for each Phase to be approved by the City prior to filing a final map for the associated Development Parcel(s). Interim infrastructure will either be constructed to City standards for acceptance or owned and operated by developer, and will be determined prior to permit approval. The parties acknowledge that certain improvements, as described in this Infrastructure Plan, such as abatement, demolition, environmental management, grading, and geotechnical improvements, may be required or desired at an earlier stage of development and in advance of specific Phase Infrastructure. The Project will coordinate on interim improvements necessary to support Project phasing prior to submittal of construction documents for that phase. The parties will cooperate in good faith in determining the scope and timing of such advance Infrastructure, so as not to delay the construction of Development Parcels and associated Phase Infrastructure.

Demolition or abandonment of existing Infrastructure and construction of each proposed Development Parcel and associated Phase Infrastructure will impact site accessibility. During construction of each Development Parcel and associated phase Infrastructure, Developer, at its own cost, shall provide and maintain interim access for emergency vehicles, subject to San Francisco Fire Department (SFFD) requirements, and for utility maintenance equipment, subject to San Francisco Public Utilities Commission (SFPUC) requirements. Within streets that

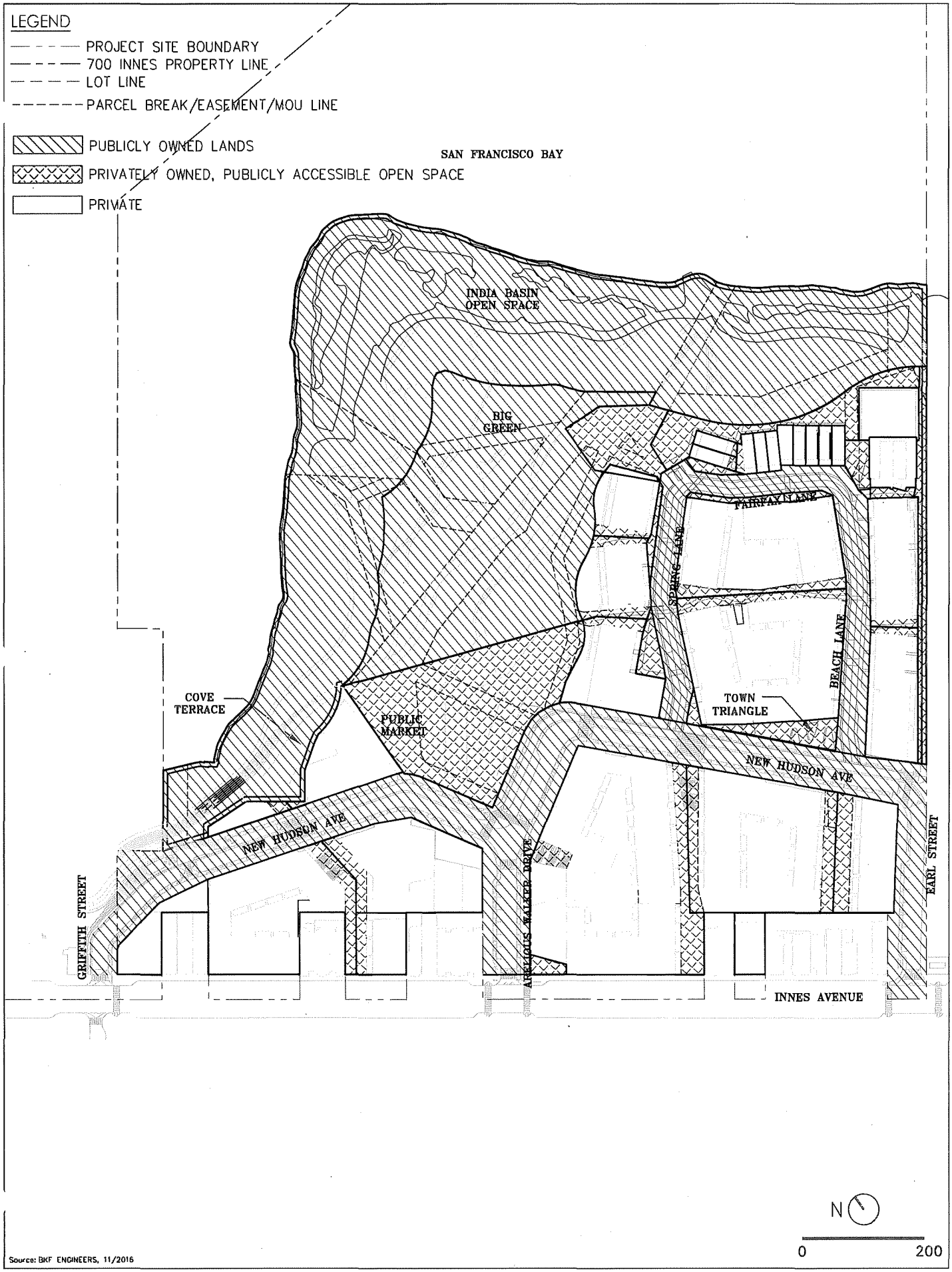
remain open, Public Works, in its discretion, may authorize Developer, at Developer's cost, to maintain pedestrian access on at least one side of the street where such street is adjacent to an active construction area.

1.11 Acceptance of Phased Infrastructure

The City shall accept full, complete, and functional streets as designed to serve the needs of the associated Phase of development for purposes of City maintenance and liability within the public right-of way in accordance with the Subdivision Code and Subdivision Regulations.

1.12 Operation and Maintenance

With the exception of certain improvements identified in the Finance Plan's Maintenance Matrix to be privately maintained, the City will be responsible for maintenance of improvements installed by the Developer upon acceptance, unless City, in its discretion, agrees to an alternate arrangement. Determination of Completion for improvements will be required prior to acceptance. All privately maintained improvements in the public right-of-way shall be subject to a Major Encroachment Permit approved no later than the first final subdivision map for development purposes.



Source: BKF ENGINEERS, 11/2016

2. SUSTAINABILITY

San Francisco is a city where environmental awareness, technology, innovation, and culture weave together to create unique opportunities for site design. India Basin is a neighborhood defined by social and environmental drivers that compel this development to be responsive to global and local challenges as well as resilient against infrastructure failure and catastrophic events. The unique site conditions and scale of the development enable it to leverage district-wide strategies to achieve a meaningful and measurable reduction in environmental impact. Urban and ecological systems are integrated to enhance the community's social, economic and environmental goals.

The Project is located within its own watershed. The Project goals are to support a landscape that can remain adaptable to the future changes in climate with less frequent, but larger, storm events. In addition, the landscape and infrastructure will be set up to mitigate the Project from flooding and impacts due to sea level rise. Enhancing water quality is also an important aspect of the Project where the removing metals and sediment through landscaped treatment methods reduces further downstream impacts.

The Project is focused on reducing the environmental impact of greenhouse gas emissions (GHG) from transportation and building energy use while creating a resilient community. Expansion of the City's existing transit systems are proposed to connect the Project to other districts through a network of pedestrian, bicycle, and bus routes and the site design includes a comprehensive network of pathways to promote a pedestrian-oriented district. The Project is targeting a Net Zero Energy Public Realm through on-site renewable energy and the Project will look to further reduce GHG emissions by potentially sourcing GHG-free electricity through renewable energy purchases. To create a resilient community, the Project is looking at strategies that will enable the community to maintain reduced operations and provide community support in a disaster event, including onsite renewables, an independent microgrid, and battery storage. These approaches will all be supported by efficient buildings that exceed code minimum energy performance.

A more detailed explanation of the sustainability features of the Project can be found in the 3.0 District Sustainability and resilience as well as Section 6.5 Energy Efficiency Building Design of the Design Standards and Guidelines.

3. ENVIRONMENTAL REMEDIATION

Hazardous materials remediation actions for this property necessary to support site uses will be carried out consistent with site remediation plans approved by the San Francisco Department of Public Health (DPH) pursuant to Article 22A of the San Francisco Public Health Code, also known as the Maher Ordinance. The Maher Ordinance requires the Developer to retain the services of a qualified professional to prepare a site history report (typically a Phase Environmental Site Assessment (ESA)) that meets the requirements of the Maher Ordinance. The Phase I ESA would determine the potential for site contamination and level of exposure risk associated with the proposed Project. Based on that information, the Developer may be required to conduct soil and/or groundwater sampling and analysis. Where such analysis reveals the presence of hazardous substances in excess of state or federal standards, the Developer is required to submit a site mitigation plan (SMP) to DPH or other appropriate state or federal agency(ies), and to remediate any site contamination in accordance with an approved SMP prior to the issuance of any building permit. Both a Phase 1 and Phase 2 ESA have been prepared for the 700 Innes Property and India Basin Open Space, which are discussed in Chapter 3.16 Hazards and Hazardous Materials of the EIR.

4. DEMOLITION, DECONSTRUCTION AND BUILDINGS TO REMAIN

4.1 Scope of Demolition

There are currently five buildings and structures on the 700 Innes property. Under both the proposed Project and the variant, Developer would demolish the four buildings at 838-840 Innes Avenue and 888 Innes Avenue, and would relocate the historic building at 702 Earl Street, which is currently used as a residence, to the northern portion of the 700 Innes property closer to the shoreline. At the northwest corner of the property, Developer would remove an existing pier and eight associated creosote-treated piles. Also on the 700 Innes property, Developer shall create 0.1 acres of tidal marshland.

4.2 Demolition Phasing

The demolition and deconstruction of buildings on 700 Innes will be conducted as part of Phase 1 of the Project.

4.3 Historic Buildings

Table 2-2. Existing Buildings on the Project Site

Name of Building/Address	gsf	Historic Status	Existing Uses	To Remain?
702 Earl Street	11,000	CRHR eligible	Residential; workshop/studio[1]	Yes/ relocated
838–840 Innes Avenue	26,000	CRHR ineligible	Residential (rear unit); vacant (front unit)	No
888 Innes Avenue	3,750	Not CRHR eligible	Industrial/ production	No

Notes: CRHR = California Register of Historical Resources; gsf = gross square feet

[1] The 702 Earl Street Building would be relocated to a northeastern location on the 700 Innes property, closer to the shoreline.

Source: RPD and BUILD, 2016

4.4 Buildings to Remain

The building at 702 Earl Street will be relocated to the northern portion of the Project, and no other buildings on the Project Site will remain.

5. SEA LEVEL RISE

5.1 Sea Level Rise Introduction

In March 2013, the Sea-Level Rise Task Force of the Coastal and Ocean Working Group of the California Climate Action Team (CO-CAT) released their State of California Sea-Level Rise Guidance Document based on the National Research Council (NRC) report Sea-Level Rise for the Coasts of California, Oregon, and Washington. The NRC report contains sea level rise projections for the years 2030, 2050, and 2100 relative to year 2000. CO-CAT recommends the use of these projections for planning waterfront projects and that sea level rise values for planning be selected based on risk tolerance and adaptive capacity. This guidance has been largely adopted by state agencies including the Bay Conservation and Development Commission (BCDC) in formulating their policies for adaptation to sea level rise. Also, in December 14, 2015, the City released the Guidance for Incorporating Sea Level Rise into Capital Planning in San Francisco. City sea level rise evaluation is similar to NRC (2012) reported values for San Francisco. Table 5.1 summarizes these sea level rise (SLR) projections, including the low and high range values, for the San Francisco Bay area provided in NRC (2012) and the City (2014).

Table 5.1: Sea Level Rise Projections for San Francisco, California (feet)

Time Period	Low	Projected	High
2000-2030	0.14	0.47	0.97
2000-2050	0.40	0.92	1.99
2000-2100	1.39	3.02	5.46

5.2 Adaptive Management Approach

The adaptive management approach for the development footprint, open space, and shoreline protection were developed based on the following primary criteria:

- Reserve the entire 100-foot shoreline band for public access and open space;
- Set buildings and immovable facilities high enough such that adaptations would not be necessary even for conservative estimates of SLR by the NRC;

- Elevate the designated Bay Trail such that adaptations would not be necessary for even conservative estimates of sea level rise for the year 2050 by the NRC; and
- Elevate the other public amenities (boardwalks, trails, overlooks, beaches, etc.) such that adaptations would not be necessary over the next 20 to 30 years.

The above criteria demonstrate that no adaptations to the end of century are necessary for the development footprint. Adaptations for the open space areas will be implemented before SLR reaches 2 feet compared to current sea levels."

5.3 Initial Infrastructure Design

Coastal flooding at the site includes two components: 1) combined high water and wave action along the perimeter shoreline, and 2) extreme still water elevations. Because the inland areas are not subject to wave action, the flood elevations for the inland areas are dictated by the one percent chance still water level.

5.3.1 Building Pads

Building pads are inboard of the shoreline and will be designed based on the one percent chance still water elevation, plus an allowance for 66 inches of SLR and extreme conditions in the amount of 42 inches, for a total of 108 inches, plus 6 inches of freeboard.

5.3.2 Open Space

Developer shall design open space and associated public access improvements to address the one percent chance total water level (1% TWL) or the 1% chance extreme still water elevation (1% SWL). The minimum open space elevation for upland open space will be based on the applicable flood elevation, 1% TWL or 1% SWL, plus an allowance for 66 inches of SLR and extreme conditions in the amount of 42 inches, for a total of 108 inches, plus 6 inches of freeboard. The shoreline open space will be based on the applicable flood elevation, 1% TWL or 1% SWL, plus an allowance for 24 inches of SLR. The minimum elevation may vary along the shoreline based on shoreline orientation, type, use and the proposed adjacent land use. It should be noted that the open space design may be dynamic and may include areas that extend to the Bay side of the existing shoreline and

include some features which are below the minimum grades discussed here, such as the seasonal and tidal wetlands, beaches, trails, and overlooks.

5.3.3 Storm Water System Design

The storm water system will be designed to conform to the requirements of the Subdivision Regulations.

5.4 Infrastructure Adaptation for Future Sea Level Rise

5.4.1 Building Pads

Building pad grades will be set to accommodate the highest projections of SLR for 2100 and adjustments are not anticipated. SLR beyond an elevation that may impact building pads will require perimeter and storm water system improvements to protect the structures.

5.4.2 Open Space

For SLR values greater than the 2050 high estimate, the open space and associated public access designs will provide the ability to make future changes if over topping becomes a nuisance or hazardous at some locations, including in the seasonal and tidal wetlands, beaches, trails, and overlooks, or if other modifications are required, such as conversion of seasonal wetlands from fresh to brackish/tidal marsh, adjustments to living shoreline, boat ramp launch adjustment, etc. The appropriate type of adjustments will be determined through the decision making framework described below and may include increasing the shoreline elevations through the construction of small berms, the addition of low walls, or other appropriate measures.

5.4.3 Stormwater System

Developer shall design the stormwater system to accommodate the highest projections of SLR for 2100. See Section 14.3 for further discussion.

5.4.4 Stormwater Management

Stormwater management features are hydraulically linked to the stormwater system, and are designed using the same tide elevations as the hydraulic studies completed for the

stormwater system. The Developer shall design stormwater Best Management Practices (BMPs) to accommodate the highest projections of SLR for 2100. The BMPs are located and graded such that they are not impacted by highest projections of SLR for 2100.

5.5 Sea Level Rise Monitoring Program

As part of the Project, and as further described in the DA, there will be a Community Facilities District (CFD) that will fund the creation of a monitoring program to review and synthesize SLR estimates prepared for San Francisco Bay by the National Oceanic Atmospheric Administration and State Agencies. The CFD funds will also be used for periodic review of updated sea level rise guidance from Local, State, Federal ~~and local~~ regulatory agencies.

5.5.1 Decision Making Framework

When the data from the monitoring program demonstrates that SLR in San Francisco Bay has exceeded (or will soon exceed) the allowances designed for in the initial improvements, or if flooding issues due to SLR occur on a regular basis, CFD funds will provide budget for improvements to protect the Project from flooding and periodic wave overtopping. The administrator of the CFD funds shall make the decision on which improvements are acceptable at the time improvements are required and the responsible entity shall apply for and obtain all necessary permits from all affected local, State, and federal agencies and construct said improvements. The decision as to which solution to implement will depend on a variety of factors, including, but not limited to:

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

5.5.2 Funding Mechanism

The Project's financing plan includes a mechanism (CFD) to create project-generated funding that will be dedicated to paying monitoring and flood protection improvements necessary to implement the Adaptive Management Strategy.

6. GEOTECHNICAL CONDITIONS

The geotechnical conditions are based on the preliminary geotechnical investigation by Langan Treadwell Rollo for the proposed development, dated September 4, 2014. The report summarizes existing site conditions, geological and geotechnical site conditions, and presents preliminary conclusions and recommendations for the Project. The preliminary conclusions and recommendations are based on a review of the existing subsurface data and a preliminary geotechnical investigation, and are not intended for design. Design level investigation(s) should be performed for the Project. Elevations in the Geotechnical Conditions section reference SFVD13 datum.

6.1 Existing Site Geotechnical Conditions

The Project Site is primarily east of the edge of the historic San Francisco shoreline. It was filled between 1946 and 1968; only a small portion of the Project Site is west of the historic shoreline. In general, the site is blanketed by fill, underlain by Bay Mud, sand, Old Bay Clay and bedrock. The characteristics of each soil layer are summarized below:

Fill – The Project Site is blanketed by 16 to 41 feet of fill, extending to elevations ranging from 15 to -26 feet; fill thickness increases towards the bay. The fill consists primarily of loose to medium dense sand with varying amounts of silt, clay, gravel, concrete, brick and wood fragments. The fill includes isolated layers of stiff to hard clay.

Bay Mud – A weak and compressible marine clay and silt deposit, referred to as Bay Mud, underlies the fill. This layer ranges from 2 to 55 feet in thickness where explored within the Project Site and includes occasional layers of clayey sand. The Bay Mud layer is soft to stiff, and extends to depths ranging from 36 feet (Elevation -18 feet) to 83 feet (Elevation -76 feet). Bay Mud was not encountered in the borings west of Hudson Avenue. Based on consolidation tests performed on representative samples, the Bay Mud has a compression ratio of 0.12 to 0.26, and is slightly overconsolidated (primary settlement under the existing conditions is complete).

Sand – In general, the Bay Mud is underlain by relatively incompressible dense sand with varying amounts of clay and silt. The sand layer is about 5 to 33 feet thick and extends to depths ranging from 16 feet (Elevation 15 feet) to 98 feet (Elevation -91 feet). The sand near the bay includes 4- to 6-foot thick layers of very stiff to hard clay. The top 5 to 10 feet of the sand layer in some areas of the site consists of medium dense clayey sand.

Old Bay Clay – A medium stiff to hard clay and silt layer, locally known as Old Bay Clay, is present beneath the native sand. The thickness of the clay layer varies across the site from 9 to 50 feet (bottom of the clay between Elevation -12 and -139 feet). The Old Bay Clay slopes down and becomes thicker in the northeast corner of the site towards the bay. Consolidation test results indicate the Old Bay Clay is generally overconsolidated. Locally, the top of the Old Bay Clay layer is normally consolidated[1].

Residual Soil – The Old Bay Clay is underlain by strong, relatively incompressible residual soil (completely weather rock) consisting of very stiff to hard clay and very dense sand and gravel. The residual soil is 3 to 14 feet thick.

Bedrock – Bedrock of the Franciscan Complex consisting of shale, sandstone and serpentinite, underlies the residual soil. The bedrock surface slopes steeply from the ground surface west of the site to a depth of 23 feet near Innes Avenue (Elevation 8 feet), and slopes down to a depth of 149 feet (Elevation -143.5 feet) near the eastern side of the site. The bedrock encountered is moderately to closely fractured, soft to hard, plastic to moderately strong, and deeply to moderately weathered.

Groundwater – The groundwater at the site is likely at the elevation of the water in the Bay. Groundwater was measured in several of the boreholes at depths 7 feet to 33 feet (Elevation 0 and -7 feet, respectively). A pore water dissipation test in one of the exploration

[1] Normally consolidated soil has been loaded to a pressure equal to the existing overburden pressure.

points indicates groundwater is at 17 feet bgs (Elevation -6 feet). Monitoring wells on an adjacent site indicate groundwater along Earl Street is at Elevation -5 to -7 feet. The groundwater level at the Project Site is anticipated to vary a few feet seasonally and with the fluctuations in the water level of the San Francisco Bay. Based on the available groundwater level measurements the high groundwater level at the site is likely near Elevation -5 feet.

6.2 Site Geotechnical Approach

The main geotechnical issues at the Project Site are:

- the presence of uncontrolled fill across the site
- anticipated ground displacements within the fill and sand below the Bay Mud during a major earthquake on a nearby active fault
- presence of weak, compressible Bay Mud
- ground settlement under the anticipated building loads and new fill
- shoreline stability

During a major earthquake on a nearby active fault ground displacements (vertical and lateral) within the fill may be on the order of six inches. Lateral soil movement is anticipated within the northeastern portion of the site. About six inches of vertical, earthquake-induced ground settlement could occur within the Project Site; locally, total, earthquake-induced ground settlement could be on the order of 12 inches. Differential, earthquake-induced, vertical ground settlement might be on the order of four inches over a horizontal distance of 50 feet.

Consolidation of the Bay Mud and Old Bay Clay under the weight of the existing fill is nearly complete. However, the onsite fill was placed without mechanical effort/compaction. Structures supported on onsite fill will be subjected to excessive ground settlements induced by earthquake and building loads; in addition, differential settlement within the fill will be abrupt and erratic. Therefore, onsite fill should not be relied upon for foundation support.

To eliminate the need of a buttress, consisting of soil cement columns, that provided resistance gains lateral soil movement, the building structures will be at least 50 feet from the

edge of the soil that is susceptible to lateral spreading. To mitigate the magnitude of anticipated ground deformations under the design earthquake and building loads, the proposed structures will be supported on deep foundations gaining support in competent soil, generally encountered beneath the fill and Bay Mud. In addition to the building loads, piles in areas with liquefaction potential will be designed for the downdrag forces imposed by liquefaction-induced settlement in the fill and within some of the native sand below the Bay Mud. Lightweight, one-story structures may be supported on a stiffened mat foundation provided the mat is designed for the large anticipated differential ground settlement. Alternatively, lightweight structures may be supported on deep foundations.

A temporary surcharge program can be used to reduce the anticipated ground settlement from consolidation of the Bay Mud under the weight of new fill during the design life of the utilities. A temporary surcharge program includes placement of engineered fill and wick drains over the proposed utility areas. A horizontal drain (drain rock wrapped in filter fabric or a prefabricated drainage panel)/horizontal trench drains, will be placed over the site grades prior to placement of the surcharge fill. Wick drains are typically installed in a triangular or square pattern through the fill and Bay Mud, allowing water squeezed out of the Bay Mud to migrate into the horizontal drainage system beneath the surcharge. Water from the horizontal drain(s) is directed to a suitable collection system. The height of the fill, duration of fill placement, and wick drain spacing are dependent on the subsurface conditions beneath the proposed utility areas, feasibility of wick drain installation, and time allocated for the surcharge program. The surcharge program is designed by the Project's geotechnical engineer. The soil parameters needed for the design of the temporary surcharge program are determined by the Project's geotechnical engineer during the design level geotechnical investigation.

Another option to reduce the anticipated consolidation settlement of the Bay Mud under the weight on new fill is to use lightweight fill if the City, in its discretion, allows such fill. The unit weight of lightweight fill typically ranges from 30 to 50 pounds per cubic foot. To balance the weight of new fill, onsite soil would need to be removed and replaced with lightweight fill. The

depth of onsite soil to be removed and replaced with lightweight fill would vary across the utility areas, and should be evaluated by the Project's geotechnical engineer during the design level geotechnical investigation.

The stability of the shoreline outside the building areas will be evaluated during the design level phase of the proposed structures and mitigation measures be implemented, if needed.

6.3 Phases/Schedule of Design Level Geotechnical Investigations

The Project geotechnical approach is based on a preliminary geotechnical investigation. Design level geotechnical investigations should be performed by the Project for each phase of development, phased to match the four planned development phases. However, the design phase of the geotechnical investigations for the structures adjacent to the 50-foot offset from the area susceptible to lateral soil movement should be performed prior to the four planned development phases, to confirm the offset. Similarly, the design level geotechnical investigation for the stability of the shoreline should be performed prior to the four planned development phases to confirm the anticipated shoreline deformations are acceptable and no additional mitigation measures are required. The Developer will provide geotechnical investigations for each phase results to necessary permitting agencies for review and comment concurrent with construction document review and permitting process.

7. SITE GRADING

7.1 Existing Site Conditions

The site's highest elevations are along Innes Avenue and range from approximately 62 FeetSFVD13 at Earl Street to 33 feet at Griffith Street. The site generally slopes down steeply to New Hudson Avenue and then more gently to the San Francisco Bay shoreline top of bank at approximately 5 feet.

7.2 Proposed Grading Requirements

The Developer's Infrastructure obligations include the design and construction of the proposed grading plan within the areas identified in Table 1.2. A description of the grading design for the Project is included below. The conceptual grading plan for the Project is shown on Figure 7.0.

7.2.1 Roadway Areas

Some streets will be graded using a "saw tooth" design with a minimum 0.5% slope between grade breaks. Saw toothed grading alternates between high and low points creating a pattern resembling the edge of a saw. This pattern allows for positive drainage in the streets while maintaining minimal elevation differences between the high and low points. See Figure 7.1 for illustration of saw tooth grading.

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

The "saw tooth" grading plan will provide overland release paths by increasing the elevation of the high points so that the downstream high point elevation of the flow line in the gutter is equal to or lower than the top of curb elevation at the upstream low point. This overland release design will protect the new building finished floors from storm/tides larger than the 5-year event or system maintenance issue such as blocked catch basin or pipes. This will continue through the downstream basins until there is capacity in the

storm system or storm water is released to the open space. The new building finish floor elevations will be above the back of walk/right of way elevation and therefore protected from flooding. Also some areas of the site are straight graded and direct overland flow to open space areas or the bay.

7.3 Proposed Site Grading Design

The Developer will be responsible for the design and construction of the proposed grading plan for the India Basin Site. Proposed grading designs for the development will match the existing south to north drainage pattern of the existing site. Proposed site grading will ensure proper overland release and provide Americans with Disabilities Act (ADA) accessible pathways throughout and adjacent to the site by providing a new street grid that connects the existing Innes Avenue at the south with interconnected pathways and open spaces throughout the site. Multiple accessible paths of travel will connect the adjacent property to the east with the adjacent property to the west. Griffith Street, Arelious Walker Drive, and Earl Street will provide accessible paths of travel from Innes Avenue to the south, to the open spaces and shoreline to the north. Across the site, the base layer grades of 2 percent and top layer grades of less than 5 percent are provided as a priority item, where feasible. As required due to site constraints, public access areas with slopes exceeding 5 percent but less than 8.33 percent will comply with Code requirements. The conceptual grading plan for the India Basin Site is included in Figure 7.0.

7.4 Proposed Site Grading Conforms

Conceptual grading design generally conforms to the existing grades along the interface with Innes Avenue and existing buildings on the southwest edge of the Project. At the western boundary of the Project, the existing segment of Griffith Street will be reconstructed and result in a medium grade differential, requiring the placement of 10 to 15 feet of fill to provide overland release and drainage. At the eastern edge of the Project, the development will be raised resulting in a large grade differential at New Hudson Avenue and conformance at the Bay Trail. At the north edge of the Project, the site will conform to the existing bank with the

exception of the northwest facing shoreline that will be reconstructed with stepped terraces and sloped banks ultimately begin installed.

Accessible paths of travel and sidewalks within the Project site will be provided to join and be coordinated with accessible paths of travel adjacent to and bordering the Project that connect to the adjacent Innes Avenue and proposed parks. To accommodate the grade differential between the proposed adjacent park to the west, stepped terraces or retaining walls will ultimately be installed. Retaining walls will be part of a minor encroachment permit and will be owned and maintained by the CFD. To accommodate the grade differential between the proposed adjacent park to the east, a sloped buffer zone will be installed.

As more detailed designs are developed during the improvement plan review process of the Project, the grading at conforms may require adjustment and refinement based on future coordination with SFPW.

7.5 Overland Release

In the existing condition, the lowest elevations at the site are located at the northeast corner. The Project will have multiple release points throughout the site. In the event of flooding in this vicinity the flood will release east of the intersection of Griffith Street and New Hudson Avenue to the open space marsh lands area and ultimately to the San Francisco Bay. The treatment areas in the open space will release through the north end of site into the bay, and the Flats area will release through Beach Lane and Spring Lane to the Perched Beach area and eventually to the Bay.

7.6 Sea Level Rise Monitoring and Adaptation

The monitoring program established in section 5.5 will require periodic preparation of a report funded by the CFD, on the progress of the adaptive management strategy. The report will be prepared no less than every five years and more frequently if required by regulators. The report will include:

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

7.7 Cut and Fill Quantities

Cut up to 350,000 cubic yards; import fill up to 195,583 cubic yards.

7.8 Phases of Site Earthwork

The Developer will grade the Project Site based on the principle of adjacency and as needed to facilitate a specific proposed Development Phase and consistent with the requirements of the DA. Each Development Phase will conform to the existing grades as close to the edge of the Development Phase area as possible while maintaining the integrity of the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Interim grading will be constructed and maintained by the Developer as necessary to maintain existing facilities impacted by proposed Development Phases.

LEGEND
PROJECT SITE BOUNDARY
700 INNES PROPERTY LINE
LOT LINE
SLOPE (ARROW POINTS DOWNHILL)
SAN FRANCISCO BAY
INDIA BASIN OPEN SPACE
BIG GREEN
LP 21
LP 20
LP 18
LP 18
FAIRFAX LANE
LP 26.5
SPRING LANE
LP 29.5
BEACH LANE
PUBLIC MARKET
NEW HUDSON AVE
NEW HUDSON AVE
GRIFFITH STREET
ARELIOUS WALKER DRIVE
EARL STREET
INNES AVENUE
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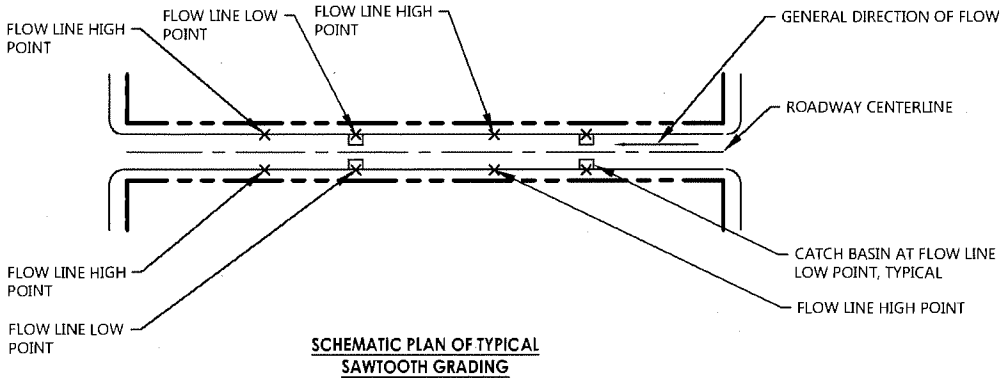
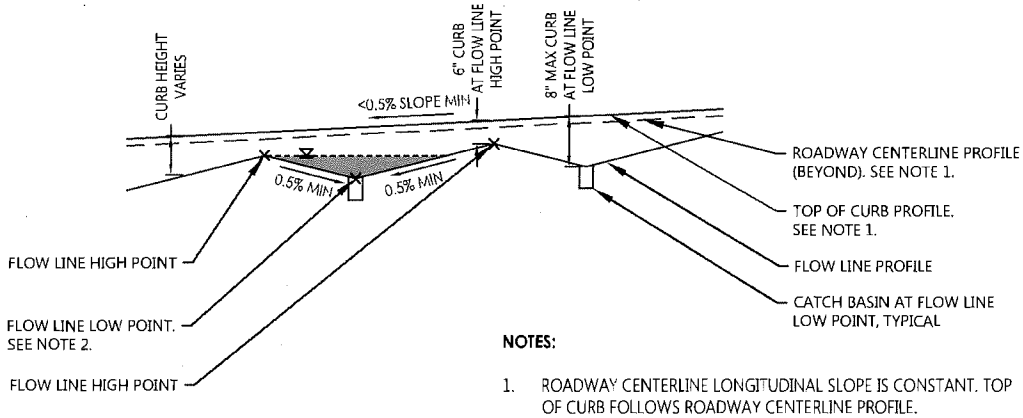
Source: BKF ENGINEERS, 11/2016



SCHEMATIC PLAN OF TYPICAL SAWTOOTH GRADING



OPTION 1

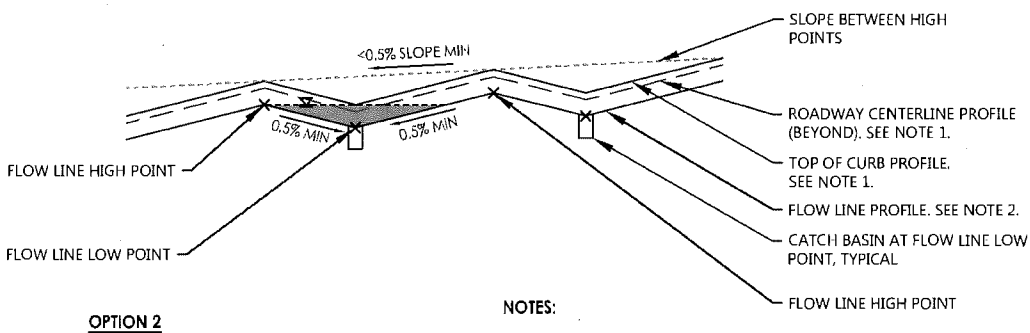
SCHEMATIC PROFILE OF FLOWLINE SAWTOOTH GRADING WITH CONSTANT SLOPE CENTERLINE AND TOP OF CURB

NOTES:

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

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

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



OPTION 2

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

NOTES:

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

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

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PLOT DATE: 05-11-17 PLOTTED BY: boye

Source: BKF ENGINEERS, 11/2016

8. STREET AND TRANSPORTATION SYSTEMS

8.1 Street and Transportation System Overview

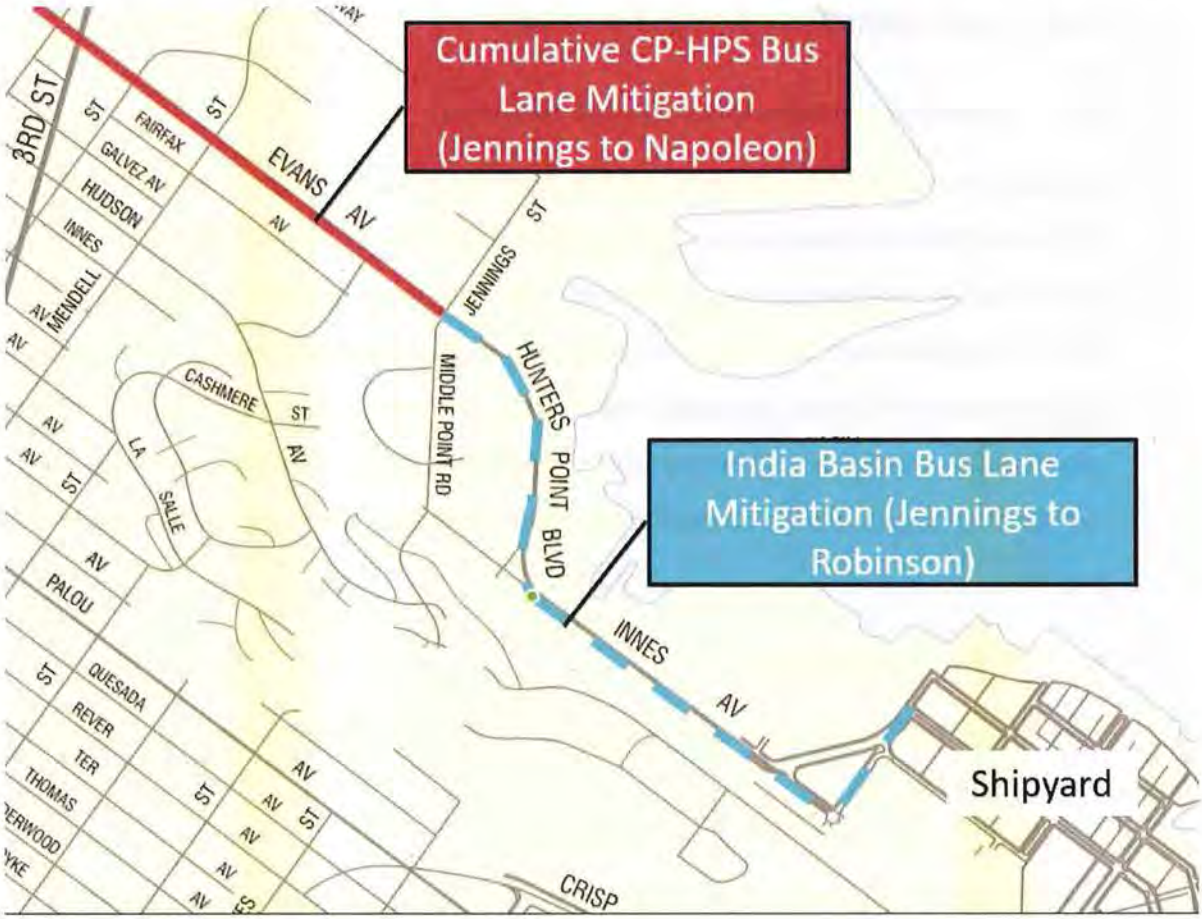
Following the guidelines and best practices detailed in the San Francisco Better Streets Plan (BSP), and the recommendations elaborated in the India Basin Transportation Action Plan (IBTAP), access and circulation at India Basin are considered holistically – integrating transit, bike, and pedestrian routes along with automobile, service and emergency vehicle access. The robust network of streets, laneways, pedestrian paths, trails, boardwalks, terraces, stairs and promenades creates a highly walkable, pedestrian-priority precinct that links into the surrounding neighborhood, connecting the Project Site to greater Bayview Hunters Point, and beyond.

8.2 Public Transportation

The site will eventually be served by several bus lines that run along Innes Ave, including the 44, 48 and HPX lines.

The City will be responsible for converting the curbside travel lane in each direction of the Evans Avenue—Hunters Point Boulevard—Innes Avenue—Donahue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections, to improve bus travel speed and travel time reliability along the corridor. The geographic extent is shown in the figure below.

The Developer shall fund, and the SFMTA shall implement, with the approval of all required agencies, this conversion prior to the time the Project would result in an increase in transit travel time above the threshold of significance as described in the Project EIR, as determined through SFMTA monitoring. The Project will provide electricity to locations on Innes adjacent to the Project that are identified for Muni shelters. The final design will be determined by the SFMTA and construction of the design element will be subject to the City Traffic Engineer's final review and approval.



Other recommendations detailed in the IBTAP – including configuration of stop locations to access Northside Park (proposed park SE of project site), 900 Innes, and India Basin Shoreline Park – are currently being studied by SFMTA. Many of these transit improvements will be implemented as part of the Hunters Point Shipyard and Candlestick Point redevelopment effort.

The SFMTA ultimately will determine existing and planned transit access based on growth and development in the area.

8.3 Public Streets

The Developer will be responsible for the design and construction of public and private streets and other right-of-ways. Improvements will generally include the following:

- Pavement section
- Concrete curbs and gutters
- Concrete sidewalk and curb ramps
- Traffic control signs and striping
- Traffic signals
- Street lighting
- Street landscaping and trees
- Stormwater management facilities (may include such methods as landscape strips, and small bio-retention areas)
- Street furnishings (includes, but are not limited to, benches, trash cans, bike support facilities and pedestrian scale lighting)
- Accessible on-street passenger loading zones with adjacent street level passenger
- Loading aisles and curb ramps
- Accessible on-street parking spaces with adjacent curb ramps

The proposed primary point of entry into the site is Arelious Walker Drive, with Earl Street and Griffith Street serving as secondary points of entry. New Hudson Avenue provides the primary circulation route and retail corridor for the Project. Each of these access routes incorporates a pedestrian and/or transit friendly path to the site.

Arelious Walker Drive provides a generous pedestrian entry, bike sharing, and a transit plaza at the intersection with Innes Avenue. Widened sidewalk and bike sharing will be on the south side of the street with street parking on the north side.

Earl Street with its large trees marks the entry to the Project Site and creates a generous pedestrian zone. The northwest side of the street provides on-street parking and drop off adjacent to the potential school.

Griffith Street is the northernmost entry street and forms the interface with India Basin Shoreline Park. Griffith Street provides a generous pedestrian-oriented entry and clearly defined gateway to the Project Site.

New Hudson Avenue offers a dedicated two-lane class 1 bikeway that is separated from the vehicular zone by a 3' planted buffer and 2" curb, serving as the primary bicycle access to the site. The right-of-way configuration features pedestrian-orientated treatments with generous sidewalk dimensions and ample zone for planting and furnishings to enable a robust public realm. New Hudson Avenue links the primary public spaces of the Project Site including the Public Market, Town Triangles, and the Big Greento each other and adjacent properties as shown in Figure 9.0, Proposed Parks and Plazas.

New Hudson Avenue is the access way to the Flats neighborhood of the Project Site, encompassing Beach Lane, Fairfax Lane, and Spring Lane. All three streets in the Flats are considered Shared Public Ways as described in the BSP – accommodating requirements for infrequent, low-volume vehicular access in a one way loop while maintaining flexible community use and prioritizing pedestrians. Developer shall record a notice, acceptable to the City, against all properties adjacent to Shared Public Ways concerning flooding potential. The design intent is to calm traffic moving through this area to create a safe environment for pedestrians that encourages public recreational use and socialization. In order to prioritize pedestrian use of the entire right of way over vehicles and bicycles, these streets have a smaller width than other streets throughout the site and are designated as one way streets with entrance from New Hudson Avenue onto Beach Lane. The Flats are not meant to be highly traveled by vehicles and therefore no on-street parking has been designated other than designated drop off and delivery zones.

8.3.1 Public Street Layout and Parcelization

The street layout for the Project advances the vision of the BSP and demonstrates best practices for multifunctional networks. The Project's access and mobility improvements

integrate transit, bike, and pedestrian routes alongside automobile, emergency vehicle access, and scale-appropriate maintenance routes.

Parcels shall connect with public right-of-ways and/or open spaces through a circulation network comprised of publicly-accessible paths, throughways, and clear widths that are in accordance with accessibility standards that would be equivalent to public routes. Parcels are illustrated in Figure 8.0 Parcel and Setbacks Plan. Public street cross section locations are identified on Figure 8.1 and public street cross sections are shown on Figures 8.2 and 8.3. Dimensions within the right-of-ways are also provided in Table 8.0.

Table 8.0: Right-of-Way Dimensions

Street	Right-of-Way Width (feet)	Street Elements with Width(feet)
Griffith Street	44.5	3.5 BF(NW)/10-13 TL/13-15 TL/15 SW(SE)
Arelious Walker Drive	78	23 SW(NW)/ 7 P /11-13 TL/13-15 TL /22 SW(SE)
Earl Street	46*-64	15-25 SW(NW)/8 P/10-12 TL/13-15TL/0 SW**-10 SW(SE)
New Hudson Avenue	65-94	15 SW(N)/6 B/6 B/ 3-15 BF/ 10-13 TL/10-13 TL/ 15-26 SW(S)
Beach Lane	40-41.5	9 SW(NW)/ 10 DR/10 TL/6.5 SW(SE)/ 4.5-6 BIO
Fairfax Lane	40-41.5	9 SW(NE)/ 10 DR/10 TL/6.5 SW(SW)/ 4.5-6 BIO
Spring Lane	40-41.5	9 SW(NW)/ 10 DR/10 TL/6.5 SW(SE)/ 4.5-6 BIO

*Right-of-way dedicated by Project varies with sidewalk width

** Portion of the sidewalk shifts into Northside Park as Earl Street transitions northeast from Innes Avenue. Sidewalk location is tentative and pending approval from Northside Park.

Abbreviations

ROW	Right-of-Way	B	Bike Lane
TL	Travel Lane	BF	Buffer
SW	Sidewalk	DR	Drop off/Loading
BIO	Bioretention	N	North
S	South	E	East
W	West		

8.4 Streetscape Design Considerations

8.4.1 Traffic Calming

Traffic calming measures will be provided as part of an effort to create pedestrian-friendly streets and improve safety and access for non-vehicular modes of travel. Proposed traffic calming measures include raised crosswalks and curb extensions. In addition a shared public way is proposed for the streets in Flats area, which is the cluster of development north of New Hudson Avenue and east of Arelious Walker Drive, including Spring Lane, Fairfax Lane, and Beach Lane.

Raised crosswalks are proposed at pedestrian crossings along Griffith Street, New Hudson Avenue, Arelious Walker Drive and Earl Street. At these locations the street pavement areas will be raised to match curb heights adjacent to the intersections and crosswalks. If accessibility guidelines and overland release requirements cannot be met at the raised intersection, the Project will review options for incorporating an at-grade crossing with accessible curb ramps at these locations. The design for these intersections and crosswalks will be coordinated with and is subject to the approval of the SFPUC, SFPW, the SFMTA, and the SFFD, each in their respective discretion. Designs will incorporate measures to minimize maintenance and reduce the potential for dirt, silt and other debris to settle within the crosswalks. Raised crosswalks will be constructed to conform to applicable San Francisco PW accessibility guidelines and Americans with Disabilities Accessibility Guidelines (ADAAG).

Curb extensions provide additional room for pedestrians at key locations. Developer shall design curb extensions to maximize pedestrian space and minimize crossing distances as much as feasible, while allowing for vehicle movement. Developer shall construct curb extensions to conform to the San Francisco PW Standard Plan for Curb Bulb. The SFPUC also shall review and approve the plan for such extensions to ensure that there are no utility conflicts. Curb extensions that modify sidewalk widths on existing City Streets will be subject to City approval and required legislation to document change.

The **shared public way** in the Flats is intended to prioritize pedestrians and maximize flexibility for neighborhood activity while accommodating requirements for vehicular access in a low-volume one-way loop serving residents of the neighborhood. The shared public way will conform to all applicable codes and standards (or obtain any required exceptions and design modifications) and be constructed to comply with BSP guidelines for shared public ways. The shared public ways slope to one side with a flush curb on the high side of the roadway and a four-inch curb at the low side of the roadway. Bioretention and drain inlets will be provided on the low side of the roadway. Developer shall record a notice, acceptable to the City, against all properties adjacent to Shared Public Ways concerning flooding potential. Sections for the shared public ways are included in the Roadway and Utility Section Supplement.

8.4.2 Fire Department Access

Fire trucks will utilize the entire travel way for turning movements at intersections. Intersections will be designed to provide 7 feet clear when fire trucks enter on-coming travel lanes.

Developer shall submit to the City for its initial review the final street layouts and cross sections during the Phase applications. The City's approval the final street layouts and cross sections shall occur as part of its review and approval of 100% design Improvement Plans. As part of this process, SFFD shall review and approve final configurations for conformance to the Fire Code. Refer to Vehicle Turning Supplement prepared by BKF Engineers (submitted concurrently with Infrastructure Plan) for detailed fire truck turning studies through proposed roadway network.

8.4.3 Street Pavement Structural Section

The structural section for new on-grade roadways will comply with requirements of the Subdivision Code. Roadway cross sections will consist of eight inches of Portland Cement Concrete and two-inch asphalt concrete wearing surface. Alternative cross sections such

as asphalt wearing surface over Class 2 aggregate base, decorative paving, and porous paving may be used if approved by SFPW and other affected City departments. The City shall own and maintain standard roadways. City, in its own discretion, may agree to own alternative materials or non-standard improvements, but a private entity shall maintain all such alternative materials or non-standard improvements subject to a City-approved major encroachment permit or equivalent agreement.

City shall own and maintain City-standard curb and gutter. City, in its own discretion, may agree to own sidewalks and non-standard curb conditions such as flush curbs at shared public ways, but a private entity shall maintain all such alternative materials or non-standard improvements subject to a City-approved major encroachment permit or equivalent agreement.

8.4.4 Streetlights

The Developer will design, layout, and install all proposed streetlights for the Project. Street lighting shall comply with City standards for photometric light levels and acceptable fixtures. Developer shall install streetlights selected from the SFPUC streetlight catalogue unless the SFPUC approves an alternate fixture. All lighting, whether street level or pedestrian-scale, shall be of adequate height to avoid conflicts with City services such as debris collection. Where possible, the electrical service for the streetlights will be located outside the joint trench (refer to Section 16.3). Any pedestrian-scale lighting shall be the maintenance responsibility of a private entity subject to a City-approved major encroachment permit or equivalent agreement unless the SFPUC agrees to assume ownership and maintenance of such lighting.

8.4.5 Utility Separation

Utility main layout and separations will be designed in accordance with the Subdivision Regulations and SFPUC utility standards, as appropriate. Utility separation requirements are presented in Table 8.4 Horizontal Utility Main Separation Matrix and shown on Figure 8.4.

Table 8.4: Horizontal Utility Main Separation

Utility Separation	Storm Sewer	Sanitary Sewer	Sanitary Sewer Force Main	Potable Water (LPW)	Auxiliary Water Supply System (AWSS)	Non-Potable Water
Face of Curb	4.5' clear to OD (Ref 2, copied LPW)	4.5' clear to OD (Ref 2, copied LPW)	4.5' clear to OD (Ref 2, copied LPW)	4.5' clear to OD (Ref 2)	4.5' clear to OD (Ref 2, copied LPW)	4.5' clear to OD (Ref 2, copied LPW)
Storm Drain		3.5' min clear OD to OD (Ref 1)	3.5' min clear OD to OD (Ref 1)	4' clear OD to OD (Ref 1 & 3)	3.5' min clear OD to OD (Ref 1)	3.5' min clear OD to OD (Ref 1)
Sanitary Sewer		---	3.5' min clear OD to OD (Ref 1)	10' clear OD to OD (Ref 3)	3.5' min clear OD to OD (Ref 1)	3.5' min clear OD to OD (Ref 1)
Sanitary Sewer Force Main		---	---	10' clear OD to OD (Ref 3)	3.5' min clear OD to OD (Ref 1)	3.5' min clear OD to OD (Ref 1)
Potable Water (LPW)		---	---	---	4' clear OD to OD (Ref 1 & 3)	4' clear OD to OD (Ref 1 & 3)
Auxiliary Water Supply System		---	---	---	---	3' clear to OD pipe (Ref 1)

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

Ref 2: SFPUC, Water Enterprise City Distribution division -Detail CDD-LP-001B, Sheet 2, Dated October 2017

Ref 3: CA Code of Regulations Title 22 Section 64572

OD: Outside edge of pipe

8.5 Traffic Control and Signalization

As shown in Figure 8.5 and described below, the Developer will be responsible for all design and construction funding of new traffic signals and other intersection improvements identified in this Section 8.5 unless specified otherwise. Traffic signals shall be designed by and constructed to the specifications of the SFMTA and SFPW, unless otherwise authorized by SFMTA and SFPW.

8.5.1 Jennings Street/Evans Avenue (Intersection 2)

The intersection of Jennings Street/Evans Avenue is currently all-way stop-controlled and will be signalized by others as part of the Shipyard project. The Project EIR recommends reconfiguring the southbound and eastbound approaches at this intersection upon construction of the first phase of development of the Project. The southbound approach will be modified to include a 100-foot left turn pocket, which will require restricting parking on the west side of the street, removing approximately five parking spaces. The eastbound approach will be reconfigured from one shared through/left lane, one through lane, and one 100-foot left turn pocket to one 100-foot left turn pocket, one through lane, and one shared through/right turn lane. No additional right-of-way will be required for the modifications on the eastbound approach.

8.5.2 Hudson Avenue/Hunters Point Boulevard/Hawes Street (Intersection 3)

Installation of a new traffic signal at the intersection of Hudson Avenue/Hunters Point Boulevard/Hawes Street will be performed as part of the RPD project. Additionally, the Developer shall construct a design element at this intersection to protect cyclists making left turns at the multi-lane signalized intersection of Hunters Point Boulevard/Hudson Avenue from the right bike lane on southbound Hunters Point Boulevard to the cycletrack on Hudson Avenue. This design element will not be necessary in the event that a Class 1 cycletrack is provided along the east side of Hunters Point Boulevard north of the

intersection with Hudson Street prior to buildout of the Project. The design element would include one of the following two measures:

Installation of a bicyclist left-turn lane with separate bicycle signal heads and an accompanying dedicated signal phase for the maneuver, or installation of a two-stage turn queue box; which is a space where cyclists can wait at the far side of an intersection, adjacent to the crosswalks and visible to other roadway users after crossing in one direction. Cyclists could then cross the other direction of the intersection when the signal changes.

The final design will be determined by the SFMTA. Design and construction of the design element will be subject to final review and approval of the City Traffic Engineer.

8.5.3 Hunters Point Boulevard/Innes Avenue (Intersection 4)

The Recreation and Park Department as part of the Park development will be responsible for installing a new traffic signal at the intersection of Hunters Point Boulevard/Innes Avenue as part of the Project. Design and construction of the proposed signal will be subject to final review and approval of the City Traffic Engineer.

8.5.4 Innes Avenue/Griffith Street (Intersection 5)

The intersection of Innes Avenue/Griffith Street will be signalized as part of the Project. This improvement will include the provision of a new eastbound left-turn lane along Innes Avenue at the Innes Avenue/Griffith Street intersection. Design and construction of the proposed signal will be subject to final review and approval of the City Traffic Engineer.

8.5.5 Innes Avenue/Arelious Walker Drive (Intersection 6)

The intersection of Innes Avenue/Arelious Walker Drive will be signalized as part of the Project. This improvement will include the provision of a new eastbound left-turn lane along Innes Avenue at the Innes Avenue/Griffith Street intersection. Design and construction of the proposed signal will be subject to final review and approval of the City Traffic Engineer.

8.5.6 Innes Avenue/Earl Street (Intersection 7)

The intersection of Innes Avenue/Earl Street will be signalized as part of the Project. This improvement will include the provision of a new eastbound left-turn lane along Innes Avenue at the Innes Avenue/New Griffith Street intersection. Construction of the proposed signal will be subject to final review and approval of the City Traffic Engineer.

8.5.7 On-site Traffic Control and Signalization

Traffic calming and stop-controlled intersections, rather than signalization, are the primary strategy for on-site traffic control. Stop signs will be added as part of the Project at some of the intersections, with final locations to be coordinated with the City and based on a traffic sight distance requirements and Project phasing. If implemented, stop signs on city streets will require legislation from SFMTA Board and traffic calming may also require SFMTA Board and/or public hearing.

8.6 Public Bike and Pedestrian Systems

The Developer will design, layout and install public bike and pedestrian paths throughout the Project Site. Bike and pedestrian systems will conform to all applicable codes and standards. Ownership and maintenance of bike and pedestrian pathways will be per the Finance Plan's Maintenance Matrix. For design elements and conceptual location of bike and pedestrian paths, refer to the Design Standards and Guidelines.

8.7 Acceptance of Improvements

Upon acceptance of the new and/or improved public streets by the City, responsibility for the operation and maintenance of the City-standard public right-of-ways and streetscape elements will be designated as defined in the various City of San Francisco Municipal Codes and Maintenance Matrix. Acceptance of water, storm drain, sewer, streetlight and power infrastructure shall be subject to SFPUC approval. Improvements in the Right-of-way approved by SFPUC for treatment of public streets shall be accepted and maintained by the City. Proposed water, storm drain and sewer infrastructure shall be designed to facilitate future access for maintenance. The SFPUC shall review proposals for surface improvements above

and near proposed public water, sewer, storm drain, streetlight and power infrastructure on a case-by-case basis to ensure that future access for maintenance and replacement is preserved.

As outlined in the Maintenance Matrix, a private entity shall maintain and restore the non-standard street pavement materials, including decorative paving, within the raised intersection and raised crosswalk subject to a City-approved major encroachment permit or equivalent agreement. Restoration shall include replacement of the pavement markings within areas with special striping or decorative treatments.

8.8 Phasing of Improvements

The 700 Innes and India Basin Open Space properties will be developed over phases and shall comprise vertical and horizontal improvements to the existing site.

Phasing of improvements will align development of parcels and open space to provide for adequate access, necessary utilities, water drainage, required mitigation, and early activation of shared amenities during build-out as defined by the Project. Phasing shall comply with the requirements elaborated in the Development Agreement, Exhibit N "Phasing Plan and Phasing Diagram".

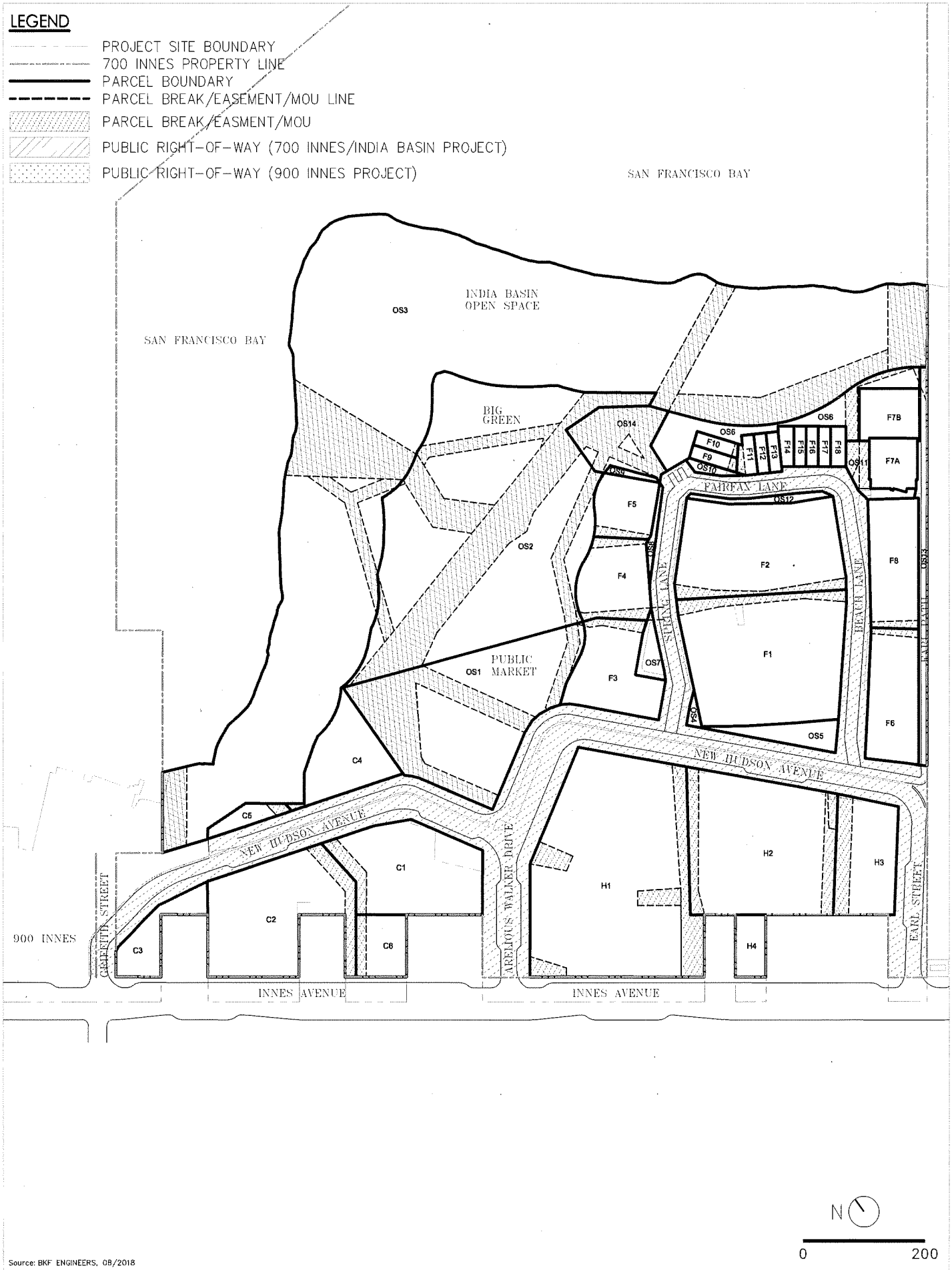
8.9 SFMTA Infrastructure

Where required, and where implemented in accordance with SFMTA standards, the following list of infrastructure items includes items to be owned, operated, and maintained by the SFMTA within public right-of-ways:

- Signals and Signal Interconnects, including Muni Bus Prioritization signals
- TPS signal preempt detectors
- Conduit containing TPS signal cables
- Transit shelters
- Paint – poles and asphalt delineating coach stops
- Asphalt painting for transit lanes
- Departure prediction ("NextBus") monitors and related communications equipment

- Bicycle racks
- Crosswalk striping, except for areas with a raised intersection/crosswalk or with painted concrete special striping or other special decorative treatment
- Bike lane and facility striping
- APS/Pedestrian crossing signals
- Street Signs

The Developer shall design and construct all street and traffic signs as well as pavement markings to the specifications and approvals of the SFMTA.



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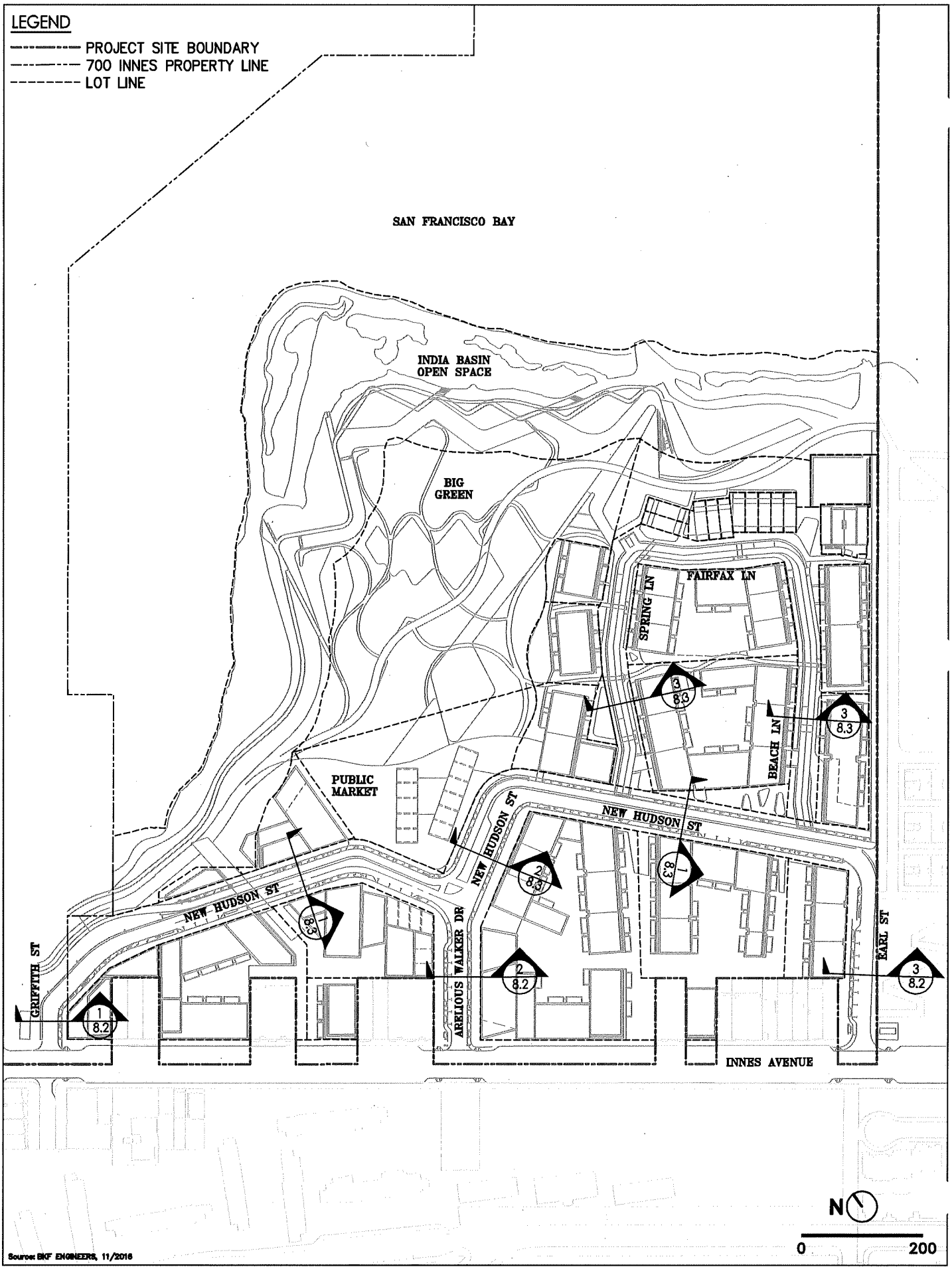

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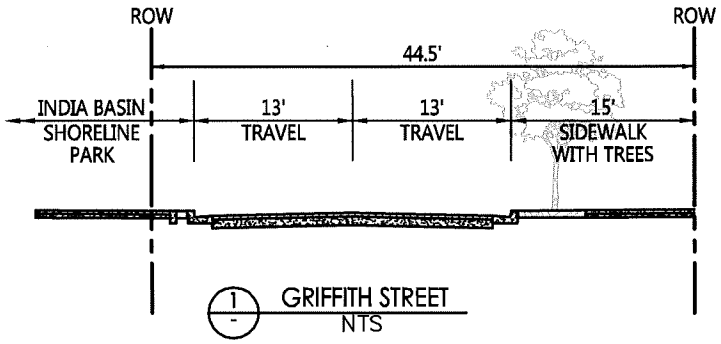
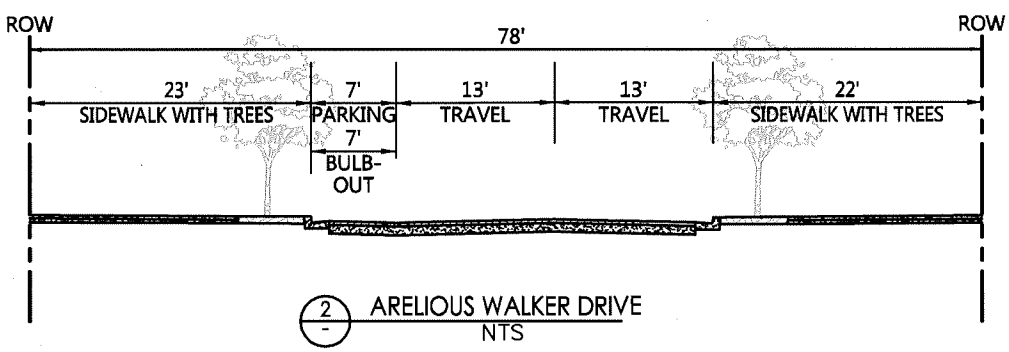
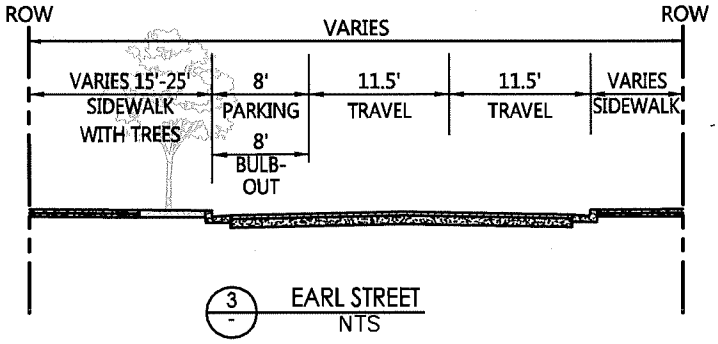
INDIA BASIN INFRASTRUCTURE PLAN

FIGURE 8.1: SITE PLAN







Source: BKF ENGINEERS, 11/2016

INDIA BASIN INFRASTRUCTURE PLAN

FIGURE 8.2 - ROADWAY SECTIONS

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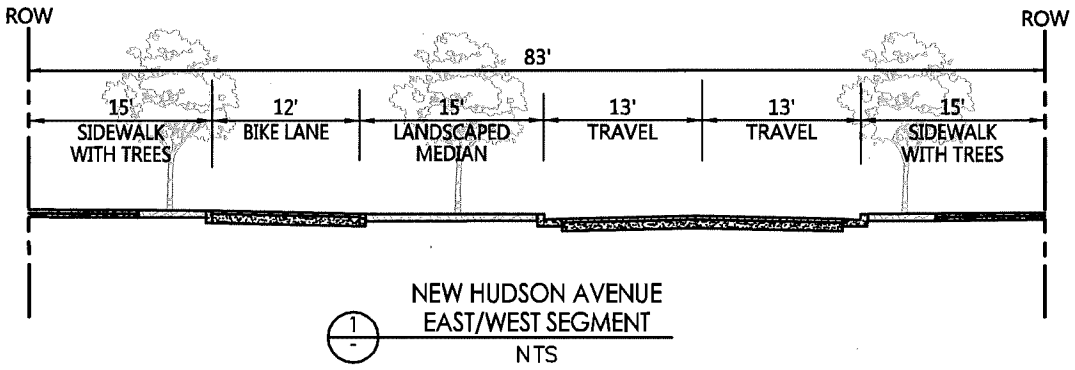
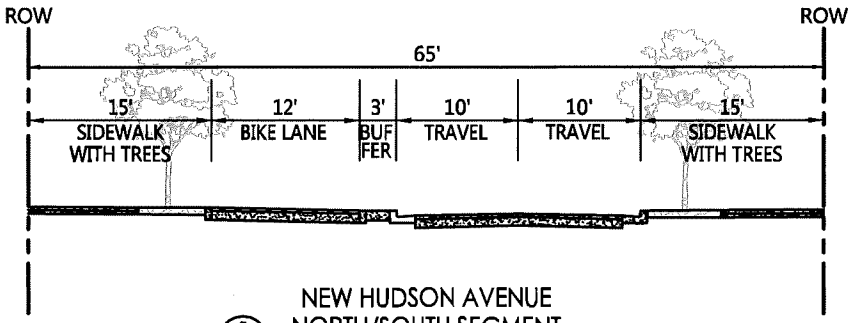
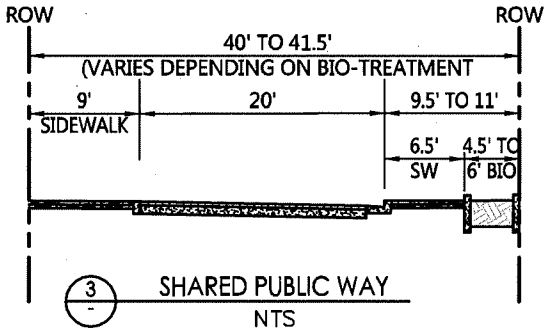


1 NEW HUDSON AVENUE EAST/WEST SEGMENT
NTS



2 NEW HUDSON AVENUE NORTH/SOUTH SEGMENT
NTS



3 SHARED PUBLIC WAY
NTS

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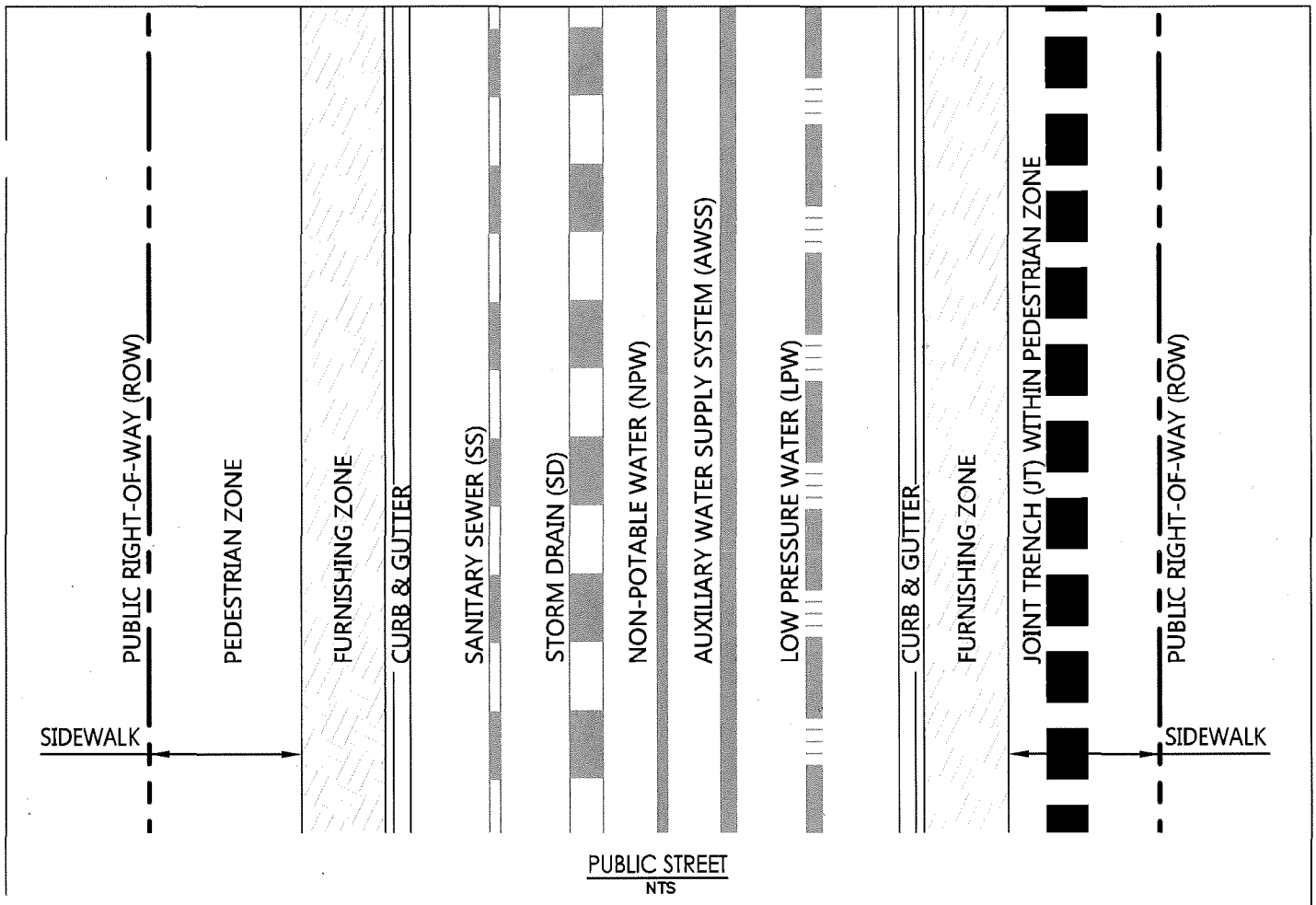

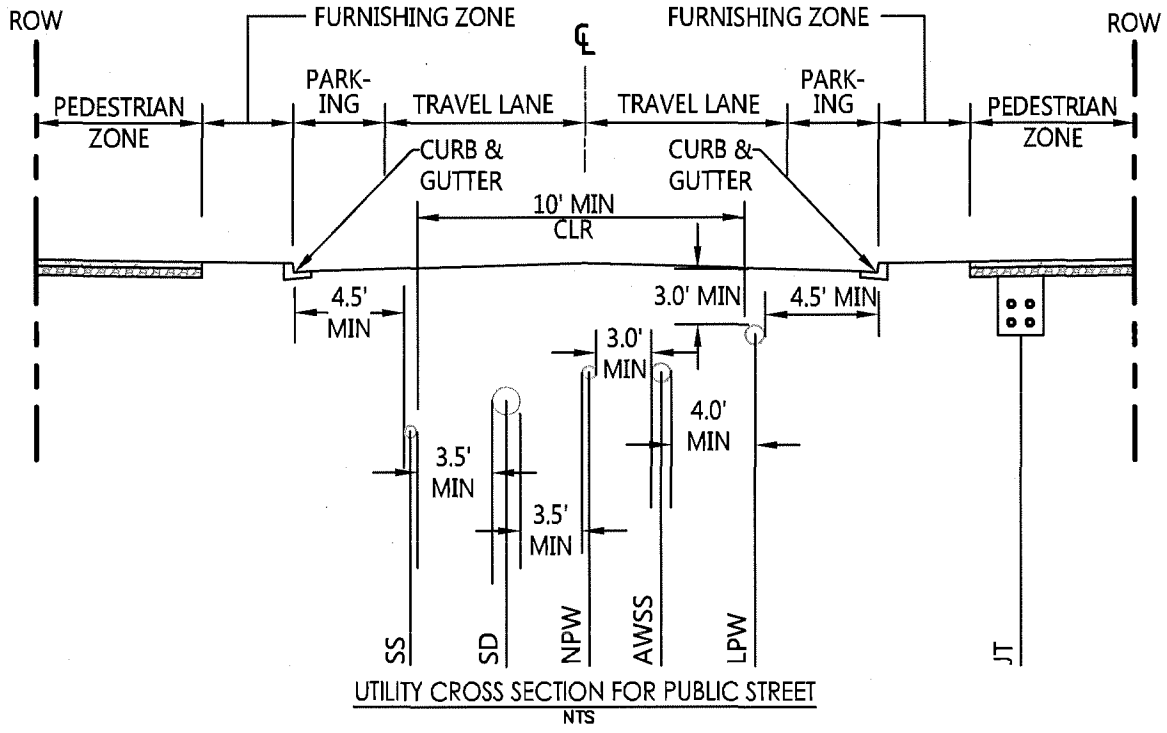

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INDIA BASIN INFRASTRUCTURE PLAN

FIGURE 8.5: PROPOSED OFF-SITE INTERSECTION IMPROVEMENTS

9. OPEN SPACE AND PARKS

9.1 Proposed Public Parks

The Developer will construct one major public park—a new upland park known as the Big Green, in combination with an existing shoreline park known as the India Basin Open Space—and one major public plaza known as the Public Market Plaza as part of the Project. Land swap or parcel boundary realignment from State Lands and the City will be required to build the Big Green as proposed in the Design Standards and Guidelines. Stormwater management features will be incorporated into the park to treat stormwater generated on-site, promote site sustainability goals, and achieve compliance with the City SMR. Where feasible, blackwater management facilities may be incorporated into the park to treat blackwater, graywater and/or rain water generated from the Project, promote site sustainability goals, and achieve compliance with San Francisco Health Code Article 12C. Figure 9.0 identifies the locations and areas of the proposed public parks at the Project Site. Wetlands will be incorporated into the park as mitigation for removed waters of the United States in the form of seasonal wetlands currently located on the Project Site. Park and Plaza improvements, which may include natural areas, play areas, public art and installations, a human-powered boat launch, trails and overlooks, an off-leash dog run, small to medium public pavilions, and gardens are described in detail in the Design Standards and Guidelines. Developer shall design and install these park and infrastructure improvements, including stormwater collection facilities, stormwater management facilities, blackwater management facilities, irrigation systems, drinking fountains, and fire hydrants, per applicable City standards. Park design shall be reviewed and approved by the Recreation and Park Department and as required by law. In addition, SFPW, and SFPUC prior to permit issuance shall inspect the parks and infrastructure improvements for compliance with the approved plans prior to being sanctioned for use. Stormwater Control Plan(s) for public improvement permits must be approved prior to issuance by SFPW.

9.2 Phasing, Operation and Maintenance

The Developer will construct the park improvements in phases to match the need for parkland generated by each of the phases in the Project DA, as well as the availability of utilities to each

park area. The maintenance of improvements within the parks, including stormwater management facilities within the park, will be funded through a mix of public and private sources and completed in part by the Recreation and Park Department and private contractors, as described in the DA. Phasing of stormwater management facilities to be located in open space and parks is defined in Section 15.4.

10. LOW PRESSURE POTABLE WATER SYSTEM

10.1 Existing Low Pressure Water System

Existing low pressure water (LPW) service to the Project Site is provided by a water supply, storage and distribution system owned and operated by SFPUC. The system provides domestic water supply and low-pressure fire hydrants. The existing LPW system includes an 8-inch and a 16-inch water main on Innes Avenue which will remain and two 8-inch water lines on Arelious Walker Drive that the Developer will remove or abandon with Project development.

10.2 Proposed Low Pressure Water System

10.2.1 Project Demands

The Project water demands are identified in Table 10.0 for the Proposed Residential Project and the Maximum Commercial Variant, and are also included in the Low Pressure Water Master Plan (LPWMP). The LPWMP outlines the Project's methods used for calculating domestic water demands, including specific unit water demands used.

Table 10.0: Project Domestic Water Demands

	Residential Project	Commercial Variant
Average Day Demand (ADD)	132 gpm	107 gpm
Maximum Day Demand (MDD) (Peaking Factor 1.2)	158 gpm	128 gpm
Peak Hour Demand (PHD) (Peaking Factor 2.65)	350 gpm	284 gpm
Required Fire Flow	Varies-3,125 gpm max	Varies-3,125 gpm max
Maximum Day Demand (MDD + Fire Flow)	Varies-3,283 gpm max	Varies-3,253 gpm max

10.2.2 Project Supply

As required by the California Water Code, SFPUC prepared and approved a Water Supply Assessment (WSA) for the Project, and approved the WSA through Resolution 18-0107 on June 26, 2018. SFPUC concluded that there are adequate water supplies to serve the

Project and cumulative retail water demands during normal years, single dry years, and multiple dry years over a 20-year planning horizon.

10.2.3 Proposed Distribution System

The Developer's infrastructure obligations include the design and construction of the proposed LPW distribution system within the areas described in Section 1.2. The proposed LPW distribution system is shown in Figure 10.0. The proposed LPW distribution system will connect to the existing LPW system at Innes Avenue and will be located within the paved area of the streets.

Vertical and horizontal separation distances between adjacent sewer system, stormwater system, non-potable water and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02. Figure 8.0 shows typical utility alignment and roadway sections.

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

10.3 Low Pressure Water System Phasing

The Developer will design and construct the new LPW system based on the principle of adjacency, and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. Each new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system. Developer shall design and construct repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase. Temporary LPW systems will be constructed, owned, and maintained by the Developer as necessary to maintain existing LPW facilities impacted by proposed Development Phases.

The SFPUC will be responsible for maintenance of existing SFPUC-owned LPW facilities. Impacts to improvements installed with previously constructed portions of the Project due to

the designs of other phases will be the Developer's responsibility and addressed prior to approval of the construction documents for the new Phase.

For each Development Phase, the Developer will provide a Low Pressure Water Utility Report describing and depicting the existing LPW infrastructure and the proposed phased improvements (permanent and interim if applicable) and demonstrate to SFPUC's satisfaction that the Development Phase will provide the required pressure and flow.

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INDIA BASIN INFRASTRUCTURE PLAN

FIGURE 10.0: LOW PRESSURE WATER LOCATION

11. NON-POTABLE WATER SYSTEM

The Project Site is within the Designated Recycled Water Use Area as determined by San Francisco Public Works Code Article 22. The Project's non-potable water-use will comply with San Francisco Health Code Article 12C, and also minimize the Project's overall use of potable water. Required uses for non-potable water (NPW) include toilet flushing and irrigation. The Project also plans to use NPW to meet building cooling demands, as well as to irrigate adjacent parklands if the Recreation and Park Department, in its sole discretion, determines that this is acceptable and can reach an agreement with the Developer to address this use.

11.1 Existing Recycled Water System

The Project is located within the City's designated recycled water (RW) use area, however a City recycled water system is not currently available within or near the Project Site.

11.2 Proposed Non-Potable Water System

The Project will either implement parcel-based graywater reuse systems or a district-wide Decentralized Non-Potable Water Reuse System (DNWRS) to comply with San Francisco Health Code Article 12C. The Developer's Infrastructure obligations include the design and construction of either the DNWRS or a NPW distribution system as shown in Figure 11.0, further described in Section 11.2.3.

11.2.1 Project Demands

The Project NPW demands are identified in Table 11.2 and in the Non-Potable Water Master Plan (NPWMP). The NPWMP outlines the Project's methods used for calculating non-potable water demands, including specific unit water demands used.

Table 11.0: Project Non-Potable Water Demands

	Residential Project	Commercial Variant
Average Day Demand (ADD)	42 gpm	54 gpm
Max Day Demand (MDD) (Peaking Factor 1.4)	59 gpm	76 gpm
Peak Hour Demand (PHD) (Peaking Factor 3.0)	126 gpm	162 gpm

11.2.2 Parcel-Based Graywater

A City source of RW is not available at the Project Site. Should the Project proceed with parcel-based graywater to address NPW demands, each parcel will implement graywater reuse to supply NPW demands within the building. In the event the irrigation of parks and open space can be provided with pipes from adjacent buildings, the Project would file an application for an exemption from requirements for RW in the proposed roadway network, and a RW distribution network would not be installed if the exemption is granted. In the event an exemption is not granted, a RW distribution system would be installed with cross-connections to the LPW system within the site, but not extending outside Project Site.

11.2.3 District DNWRS

The DNWRS system, if implemented, will be located north of the Public Market and west of Spring Lane in the Big Green. The DNWRS may collect blackwater, graywater, and/or rainwater from the Project, and will include the following in one centralized location: feed tank, trash trap, bioreactor, disinfection and storage tank, and possibly heat recovery. Wastewater flows in excess of the non-potable demand will be discharged to the municipal sewer. Liquid waste from the reactor is assumed to be discharged to municipal sewer or be hauled away by truck to a location permitted to accept liquid waste, in compliance with the hazardous Materials Business Plans for Wastewater Treatment and Reuse Systems. If liquid waste is discharged to municipal system, approval from SFPUC. Trash trap waste is assumed to be disposed of with other landfill waste. The DNWRS will be enclosed and odor control unit(s) will be installed and vented to the atmosphere. The footprint of the facility will be approximately 10,000 to 20,000 square feet and will be sized for a total capacity up to 150,000 gallons per day (depending on final Project demands) and designed to allow expansion of the treatment capacity by phase.

Should the Project proceed with the Decentralized Non-Potable Water Reuse System, the following would apply:

11.2.3.1 Proposed Non-Potable Water Supply

With a DNWRS, NPW will be supplied by a DNWRS that will divert flows from the sewer system, treat these flows, and generate NPW for use on site. Excess sewer flow would be pumped to Innes Avenue for discharge to the City's sewer system in Innes Avenue. The diversion of sewer flows to the DNWRS will require approval from San Francisco Waste Water Enterprises and agreement with SFPUC.

11.2.3.2 Proposed Distribution System

Under the DNWRS scenario, the Developer's Infrastructure obligation includes the design and construction of the proposed non-potable water distribution system within the Project Site as shown on Figure 11.0. A private entity may own and operate the NPW system once complete with a Major Encroachment Permit, or alternatively, the Developer may explore the possibility that the SFPUC would own and operate the NPW distribution system. The NPW system consists of the backbone improvements - such as NPW mains, fittings, and valves – but does not include the service laterals, meters, and appurtenant installations. Developer may request to defer installation of laterals in certain cases where the adjacent vertical development will lag the infrastructure construction. The City, in its discretion and subject to a case-by-case determination and any conditions deemed appropriate, may approve such a request as an exception.

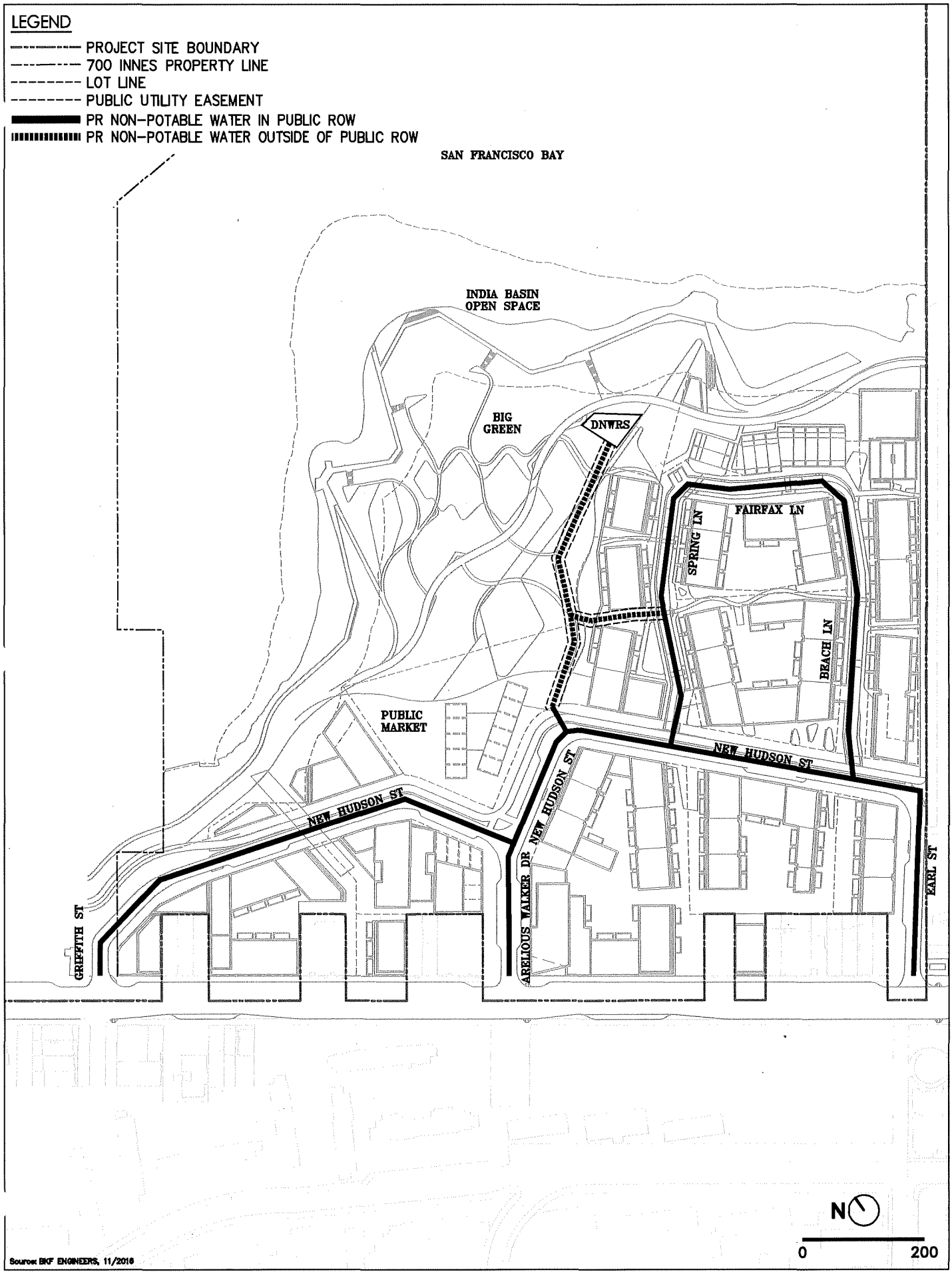
Vertical and horizontal separation distances between sanitary sewer system, storm drain system, NPW and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02 and the Subdivision Regulations. Utility Section Supplement showing each proposed street section with proposed utilities is submitted concurrently with this Infrastructure Plan. Figure 8.4 shows typical utility alignment and roadway sections.

11.3 Non-Potable Water System Phasing

The Developer will design and install the new NPW system based on the principle of adjacency, and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. Each new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system.

The operator of a DNWRS will be responsible for the new, phased NPW facilities once construction of the improvements is complete, and a major encroachment permit will be needed for the NPW distribution system. Developer shall be responsible for impacts to improvements installed with previously constructed portions of the Project due to the designs of other phases. Developer shall address such impacts to City's satisfaction prior to approval of the construction documents for the new Phase.

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


LEGEND
PROJECT SITE BOUNDARY
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LOT LINE
PUBLIC UTILITY EASEMENT
PR NON-POTABLE WATER IN PUBLIC ROW
PR NON-POTABLE WATER OUTSIDE OF PUBLIC ROW
SAN FRANCISCO BAY
INDIA BASIN OPEN SPACE
BIG GREEN
DNWRS
FAIRFAX LN
SPRING LN
BEACH LN
PUBLIC MARKET
NEW HUDSON ST
NEW HUDSON ST
NEW HUDSON ST
ARELIOUS WALKER DR
GRIFFITH ST
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Source: BKF ENGINEERS, 11/2016

12. AUXILIARY WATER SUPPLY SYSTEM (AWSS)

12.1 Existing AWSS Infrastructure

The SFPUC, in cooperation with the SFFD, owns and operates the Auxiliary Water Supply System (AWSS), a high-pressure, non-potable water distribution system dedicated to fire suppression that is particularly designed for reliability after a major seismic event. Currently there is an AWSS main in Evans Avenue which does not extend to Project frontage.

12.2 Potential AWSS Infrastructure

AWSS will be constructed east of the Project Site in Innes Avenue by the Candlestick-Hunters Point Shipyard Development. The AWSS Study dated January 23, 2009 included potential AWSS expansion areas extending AWSS from Evans Avenue along Innes Avenue to the eastern frontage of the Project Site, which could be connected to the Candlestick-Hunters Point Shipyard Development improvements.

12.3 AWSS Regulations and Requirements

New developments within the City must meet the fire suppression objectives that were developed by SFPUC and SFFD. The SFPUC and SFFD work with developers to determine post-seismic event fire suppression requirements during the planning phases of each project. Requirements will be determined based on building density, fire flow, pressure requirements, City objectives for fire suppression following a seismic event, and proximity of new facilities to existing AWSS facilities. AWSS improvements (if required) will be located in public right-of-way, on City property, or on private property within a public easement, as approved by SFPUC on a case-by-case basis.

12.4 AWSS Phasing

The Developer will design and install the new AWSS based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. Each new Development Phase will connect to the existing

systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system.

Impacts to improvements installed with previously constructed portions of the Project due to the designs of other phases will be Developer's responsibility and addressed prior to approval of the construction documents for the new Development Phase.

13. SEPARATED SEWER SYSTEM

13.1 Existing Sewer System

The Project Site is located in the City's MS4 area. Approximately half of the Project Site is located within the separate storm and sewer system area and the other half is within the combined sewer area. The existing separated sewer system in place consists of a 12-inch gravity line and a 6-inch sewer force main in Arelious Walker Drive.

13.1.1 Service Area

The Project Site is located on an approximately 23.1 acre site in the Bayview Hunters Point neighborhood, consisting of 6.2 acres of Open Space and 16.9 acres of private parcels and platted streets.

13.1.2 Existing Demands

Based on the October 13th, 2016 memorandum by Sherwood Design Engineers, the existing sanitary sewer generation averages 4,472 gallons per day and a maximum demand of 10 gallons per minute.

13.1.3 Gravity Collection System

The existing sewer system consists of a 12-inch gravity line which drains to the 21-inch combined sewer main in Innes Avenue, flowing east to west and ultimately increasing to a 30-inch main continuing west to the wastewater treatment plant at Arelious Walker Drive.

13.1.4 Pump Station

There is an existing pump station at the end of Arelious Walker Drive to pump wastewater into the force main for discharge into an SFPUC manhole at the intersection with Innes Avenue,which were never conveyed to the SFPUC and are currently unused (the lots created when Arelious Walker Drive was constructed have never been developed). There is no pump within the pump station; and the system will be demolished as part of the Project.

13.2 Proposed Sanitary Sewer System

Stormwater will be managed separately from wastewater as it is the intent to change the designation of the Project Site to be fully encompassed by the MS4 separate sewer area (see Section 14). To serve the Project, a dedicated sanitary sewer (SS) collection system will be constructed throughout the Project Site and will be offered for dedication to the SFPUC for ownership and maintenance.

As noted in Section 11, the project will either construct a DNWRS or will construct NPW reuse systems at each building. Should the Project not proceed with implementation of the DNWRS, NPW distribution mains will be temporarily connected to the LPW system located in Innes Avenue until RW is supplied to the Project Site by the City.

The current design assumes that a DNWRS will be constructed, and that the majority of the wastewater generated will be treated and reused in the on-site NPW system. The DNWRS will only treat wastewater needed to meet on-site NPW demands. Excess wastewater will be pumped to Innes Avenue for discharge to the City's sewer system in Innes Avenue.

Wastewater generation, collection infrastructure, and treatment and discharge volumes to City infrastructure for both scenarios are described in the following sections.

13.2.1 Drainage Areas

Due to the site topography, the Project Site will be divided into three main sewersheds, as shown in Figure 13.0. All sewersheds ultimately culminate at the location of the DNWRS. A diversion structure will route the required flow to serve non-potable demands to the DNWRS (See Section 11.2—Proposed Non-Potable System). One pump station, located adjacent to the DNWRS, will pump sewer flows that are not diverted to the DNWRS for on-site treatment to the existing sewer in Innes Avenue (See Section 13.2.4).

All gravity piping, force mains and pump stations will be sized to match anticipated sanitary sewer flows as further described in Sections 13.2.2 through 13.2.5.

13.2.2 Sanitary Sewer Flows

Wastewater generation is driven by potable and NPW demands outlined in Sections 10 and 11, respectively. Average Dry Weather Flows (ADWF) are assumed to be 95% of the total interior water demand (based on an average of 5% consumptive water uses across all building-use categories). ADWF, Peak Dry Weather Flows (PDWF), Average Wet Weather Flows (AWWF), and Peak Wet Weather flows (PWWF) are shown in Table 13.0. Detailed sanitary sewer flow calculations can be found in the Sanitary Sewer Master Plan.

TABLE 13.0: PROJECT SANITARY SEWER FLOWS

Parameter		Residential Project	Commercial Variant
Average Dry Weather Flows (ADWF),	95% of Interior Water Demand	148,570 gpd	112,580 gpd
Peak Dry Weather Flows (PDWF)	PDWF = 3 * ADWF	445,700 gpd	337,730 gpd
Average Wet Weather Flows (AWWF)	AWWF = ADWF + infiltration	175,990 gpd	139,990 gpd
Peak Wet Weather Flows (PWWF)	PWWF = PDWF + infiltration	473,120 gpd	365,140 gpd

13.2.3 Proposed Gravity Collection System

The public sewer systems will be designed per Subdivision Regulations and SFPUC standards. In subdivision processing, including the review and approval of Improvement Plans, the Developer shall propose the precise location and final design of the wastewater systems. This proposal shall be consistent with this Infrastructure Plan and regulatory requirements, including the SFPUC design standards and specifications.

A conceptual layout and preliminary sizing of the proposed wastewater collection system is shown on Figure 13.0. The minimum allowable SS pipe size (8 inches) will be sufficient to convey PWWF for the majority of the gravity SS mains throughout the Project Site. The maximum pipe size is 12 inches. Refer to the Sanitary Sewer Master Plan (SSMP) for detailed information on sanitary sewer design criteria, hydraulic calculations and methodology.

13.2.4 Pump Station

One pump station is currently proposed and will be sized to convey the peak flow as described below. The proposed pump station will be located adjacent to the DNWRS, at the termination point for all on-site sewer lines. This station will pump sewer flows that are not diverted to the DNWRS for on-site treatment into a force main that will connect to the existing combined sewer in Innes Avenue. The proposed pump station location is shown in Figure 13.0. The pump station shall be built to Hydraulic Institute (HI) standards and will include duplex pumps, alarm systems and integrated emergency backup power.

The pump station and force main will be sized to handle the PWWF for the Project at full-buildout to ensure both have adequate capacity to accommodate all wastewater production during times when there is limited demand for NPW or the DNWRS is taken off line for maintenance. PWWFs for the entire Project are presented in Table 13.2 and will require installation of a 6-inch force main between the pump station and Innes Avenue.

TABLE 13.2: PUMP STATION AND FORCE MAIN PEAK FLOW RATES

Contributing Sewershed	Force Main Pipe Diameter (in)	Project Scenario	PWWF (gpm)	PWWF Total Dynamic Head (ft)
All	6	Residential	329	60.1
		Commercial	254	66.7

In the event that the pump station fails, adequate storage will be included for two days of the peak day volume.

13.2.5 On-Site Treatment

A DNWRS is proposed in the location shown on Figure 13.0. The wastewater treatment process will meet California Code of Regulations (CRC). The treated wastewater must meet SF Department of Public Health's water quality requirements for blackwater per Health Code Article 12C for tertiary disinfected NPW intended for unrestricted reuse application including: landscape irrigation, cooling tower make-up and toilet flushing. Monitoring of

and reporting on treatment performance as well as system controls and operations will meet local and state standards.

Average daily flows to be treated at the DNWRS are driven by the Project Site's NPW demands; the remaining site-generated wastewater will be discharged to the City's combined sewer. Alternatively, this wastewater could be treated for export offsite in a district scale NPW reuse scheme. This water would be available for neighboring park parcels or others to purchase, and would require an agreement with adjacent owners/projects if the system is private operated.

Table 13.3 indicates the anticipated average daily flows treated on-site versus discharged off-site to the public sewer. Detailed analysis is included in the SSMP.

TABLE 13.3: ON-SITE TREATMENT AND DISCHARGE TO CITY SEWER

	Residential Project	Commercial Variant
On-site Treatment, gpd (% of Total Site WW)	74,030 (48%)	92,804 (76%)
Discharge off-site, gpd (% of Total Site WW)	81,609 (52%)	28,999 (24%)

13.2.6 Solids Management

The management of solids will be carefully considered as part of the DNWRS design. It is anticipated that screenings will be washed and compacted as part of the unit operation. These solids, consisting of items such as rags and plastics, will be contained in a roll-off bin system and hauled offsite periodically. Should an activated sludge process be selected, primary sedimentation will not be required and the majority of the solids produced will be biological solids wasted from the activated sludge process. In this case, a waste activated sludge pumping system would return these solids to the municipal sanitary sewer system for treatment at the Southeast Treatment Plant. Should a fixed film process (e.g., recirculating packed bed filter, treatment wetlands) be selected, the majority of solids produced onsite will be primary solids. These solids would be periodically removed from primary sedimentation tanks via pump-out ports. These solids can be removed from the

site in vactor trucks or liquefied and pumped into the municipal sanitary sewer based on a mutually agreed upon arrangement between the Developer and the City.

13.3 Separated Sewer System Phasing

The Developer will design and install the new sanitary sewer system based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary sanitary sewer may be constructed and maintained by the Developer as necessary to maintain service to existing buildings.

13.4 Ownership & Maintenance

All sanitary sewer conveyance and pump station infrastructure will be publicly owned and located within the public ROW, City-owned property, or a utility easement. All utility easements and fee dedications will require SFPUC review and approval on a case-by-case basis.

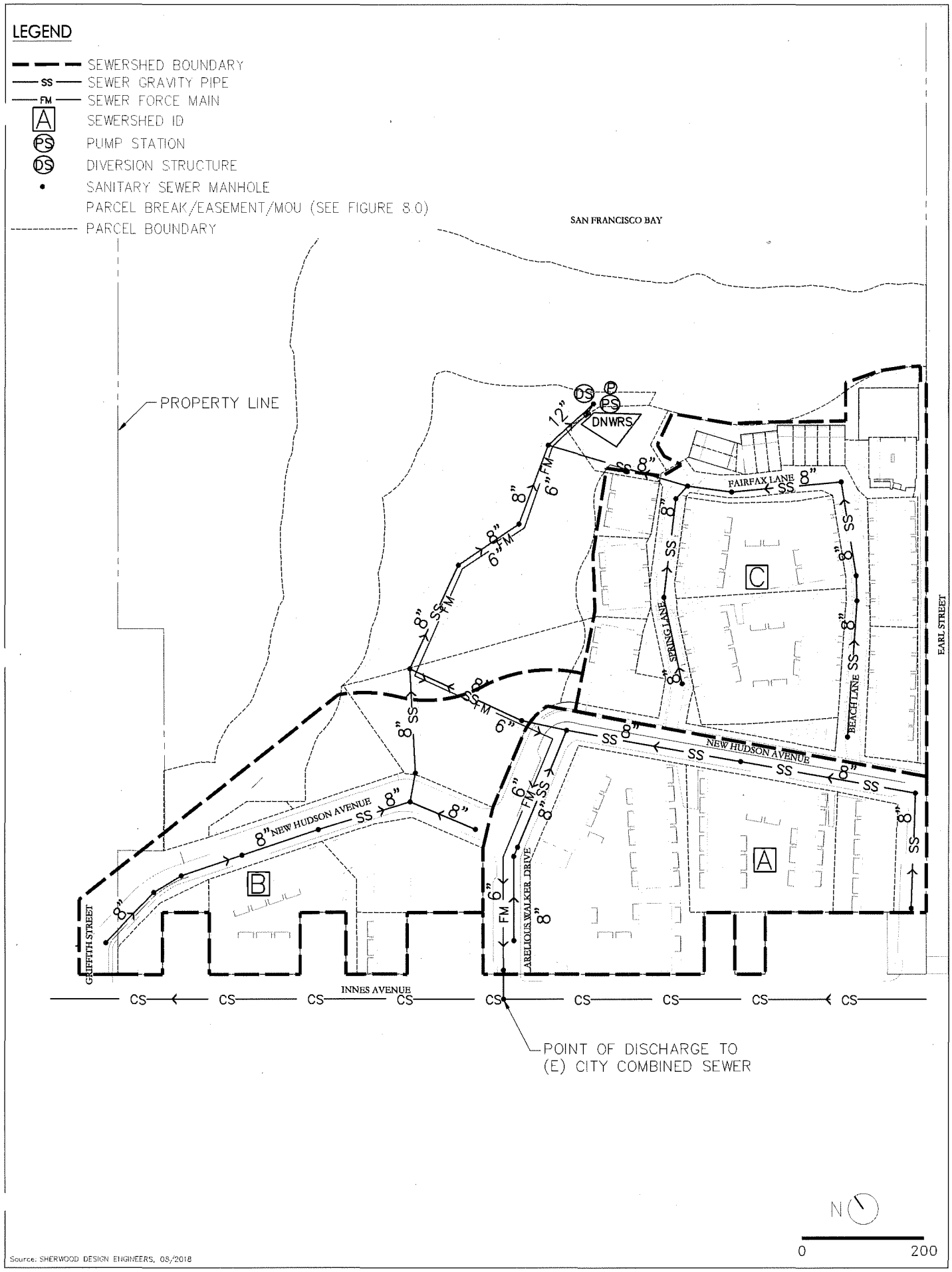
Ownership of on-site wastewater treatment infrastructure (DNWRS, diversion structure and associated infrastructure) will be determined during the first Development Phase; several arrangements are possible and will be evaluated as the Project progresses. All ownership and O&M arrangements will comply with requirements of Article 12C of the City and County of San Francisco Health Code. The ownership and maintenance alternatives being evaluated include:

- 3rd Party: The Developer would be responsible for contracting a 3rd party to own and operate the DNWRS. The Community Facilities District would pay for on-going operation of the DNWRS by the 3rd party contractor.

- City owned & operated: The DNWRS would be offered for dedication to SFPUC and, if accepted, the SFPUC would own and maintain the facility.

In the event that at the time of infrastructure permitting recycled water is available to the Project, on-site wastewater treatment infrastructure would likely not be constructed. In this alternative, recycled water would be provided via this presumably public infrastructure.

In all scenarios, all SS conveyance infrastructure will be publicly owned and located within the public ROW, public utility easement, or MOU. The pump station will be publicly owned and located on property owned in fee by the City.



Source: SHERWOOD DESIGN ENGINEERS, 08/2018

FIGURE 13.0: PROPOSED SANITARY SEWER SYSTEM

14. STORMWATER SYSTEM

14.1 Existing Stormwater System

The Project Site is primarily undeveloped and the entire site slopes to the north from Innes Avenue toward the Bay. This slope varies from five to ten percent between Innes Avenue and the New Hudson Avenue right-of-way, where it then flattens to between one and two percent. The dry land portions of the site terminate at an eight- to ten-foot high embankment at the edge of the Bay. Within the flatter area below New Hudson Avenue, several small mounds of dumped fill rise between 15 and 20 feet above the surrounding terrain, all located on the east side of Arelious Walker Drive.

Approximately half of the Project Site, including all of Arelious Walker Drive, is currently located within the MS4 area, as designated by the SFPUC. The only storm drain infrastructure on the site is a series of catch basins and 12-inch storm drain line in Arelious Walker Drive. This line flows downhill to an inactive pump station inside a locked utility fence adjacent to the Bay, from which the project survey indicates a 14-inch force main connects this system up to the Innes Avenue combined sewer at the intersection with Arelious Walker Drive.[2] There is an existing 36" concrete stormwater outfall located just north of Arelious Walker Drive extending through existing wetlands adjacent to the San Francisco Bay. It is uncertain if this structure is in use. The structure will be demolished as part of the Project. Given that the Arelious Walker Drive storm drain system is the only existing facility on the undeveloped portions of the Project Site, the majority of rainfall is currently either absorbed into the ground or runs off as overland sheet flow to the Bay shoreline. There are no records of storm drain connections for the existing improved properties, but it is assumed the runoff from building roofs and front yard areas is discharged through lateral connections to the Innes Avenue combined sewer. Because the terrain drops away sharply from Innes, the rear portions of these

[1] It is noted that a pumped stormwater connection to the City sewer is not consistent with the SFPUC Separate Sewer (MS4) Area designation that covers nearly half of the Project Site, including all of Arelious Walker Drive, thus confirming the fact that these improvements were never conveyed to the SFPUC.

lots most likely drain north to the vacant part of the site and the Bay. The existing storm drain infrastructure described above is shown in site survey included in Appendix A.

14.2 Proposed Storm Drain System

The Project plans to collect all stormwater runoff in a storm drain network for discharge to the San Francisco Bay (The Bay). This will require expanding the extent of the City's NPDES Phase II Municipal Separate Storm Sewer System (MS4) Permit. The MS4 permit sets the stormwater treatment requirements per the San Francisco Bay Region of the California Regional Water Quality Control Board (CRWQCB). The Project proposes to change the MS4 boundary such that the Project Site is fully encompassed by the MS4 permit to discharge treated stormwater to The Bay. The Developer is responsible for initiating and completing the application, providing a schedule and plan, and identifying all new outfalls.

Stormwater conveyance infrastructure is described in this section; Section 15 includes further detail on stormwater quality management.

14.2.1 Drainage Areas

The Project consists of multiple blocks of mixed-use development, with residential and commercial buildings surrounding courtyards built on podiums, as described in Section 1. These improvements, which include new public roadways on both existing and reconfigured right-of-ways, will be spread along the entire Innes Avenue frontage and extend almost to the Bay along the Project Site's easterly boundary. The remainder of the Project will be a combination of public and privately owned open space (referred to as "The Big Green") along the Bay shoreline and in the northwestern part of the Project Site. Table 14.0 summarizes the planned land cover for both the Commercial and Residential variants described in Section 1, which do not vary despite the difference in land use.

TABLE 14.0
Proposed Land Cover

	Pervious Area		Impervious Area		Total Area	
	Ac	%	Ac	%	Ac	%
Developed Areas[1]	1.7	10%	15.4	90%	17.1	100%
India Basin Open Space	5.4	90%	0.6	10%	6.0	100%

[1] "Developed Areas" includes private parcels and Public Right-of-Way. A more detailed breakdown is included in Table 15.0.

The Project Site is divided into four main watersheds, labeled A-D in Figure 14.0. The conveyance system, outfall locations and water quality features associated with watershed are summarized below. Specific design criteria and methodology for sizing of collection and stormwater conveyance systems are detailed in the Stormwater Collection and Treatment Master Plan.

Watershed A:

Stormwater runoff from watershed A will be conveyed in a gravity storm drain system sized to convey the 5-year storm event and discharge to the Bay at outfall Y. Water quality events requiring treatment will be diverted to the Big Green for treatment in centralized bioretention areas. Runoff from storm events exceeding the 5-year event up to the 100-year event will flow overland through public streets and across the Big Green and discharge into the Bay.

Watershed B:

Stormwater runoff from watershed B will be conveyed in gravity storm drain pipe network Stormwater runoff from watershed B will be conveyed in gravity storm drain pipe network sized to convey the 5-year storm event to outfall Y. Within Watershed B, runoff from the water quality events will be diverted to the Big Green for treatment in a centralized bioretention basin. Due to site grading considerations, Watershed B may require a stormwater treatment pump station to convey the water quality event to the centralized bioretention basin in the Big Green. Flows in excess of the 5-year storm event, up to the 100-year storm event, will be conveyed overland within public streets to the low point on

the west end of New Hudson Avenue (Figure 14.1). From this low point, stormwater will be routed safely through an overland flow easement to discharge into the Bay.

Watershed C:

Stormwater from private parcels in Watershed C will be directed to private bioretention facilities to receive treatment prior to entering the piped storm drain system. Stormwater runoff from the Shared Public Way ROW (See Figure 8.3) will be treated in publicly owned roadside bioretention planters prior to entering the piped storm drain system. See figure 15.2 for a typical roadside bioretention detail. Storm events exceeding the water quality event will bypass into a gravity storm drain system sized to convey the 100-year storm. The storm drain system serving watershed C will discharge to the Bay at outfall Y. The storm drain system within watershed C is designed to convey the 100-year storm (rather than the 5-year storm) because the Shared Public Way street design limits overland conveyance of large storms within the street section.

Watershed D:

Stormwater from private parcels in Watershed D will be directed to private bioretention facilities to receive treatment prior to entering the piped storm drain system. Stormwater runoff from the Shared Public Way ROW will be treated in publicly-owned roadside bioretention areas (Figure 15.2) prior to entering the piped storm drain system. As within Watershed C, the Shared Public Way street design proposed in this area necessitates a collection and conveyance system sized to convey the 100-year storm.

The Big Green:

Stormwater runoff within the Big Green will be collected into the piped storm drain system, designed to handle the 5-year storm event.

14.2.2 Stormwater Collection System

A summary of the storm drain system is provided below. Refer to the Stormwater Collection and Treatment Master Plan for detailed information on collection and conveyance system design, hydraulic criteria and modeling.

Collection and Piped Conveyance System

A separate storm drain system (carrying no wastewater) will be constructed in all proposed streets within the Project Site sized to convey, at a minimum, the 5-year storm (See Figure 14.0). Piped storm drain conveyance in the "Flats," will be designed to carry the runoff from a 100-year storm given that the Shared Public Way street design proposed for this area will limit opportunities for overland conveyance of large storms.

All piped conveyance infrastructure will be designed to meet National, State and City requirements. The location of catch basins and drainage inlets within public streets, as well as minimum pipe sizes required to accommodate runoff from a 5-year storm, will be in accordance with SFPW and SFPUC requirements. Discharge of runoff from all storm events will be to the Bay at two proposed outfalls, described below.

Overland Flow (100-yr Flood Event)

The street sections are designed to have the capacity to convey runoff from the 100-year storm event, without overtopping the street's curbs and flooding private property. The exceptions are Spring, Beach and Fairfax Lanes in "The Flats" (Watershed C & D) where, due to the Shared Public Way street design described in Section 8, the piped collection and conveyance system are sized for the 100-year storm event. These streets only need to be designed to have the capacity to convey the flow resulting from a water main break within the street section (under the assumption that the nearest inlet could be entirely blocked). Table 14.1 includes the design flow in comparison to street capacity for the street sections shown in Figure 14.0.

At downhill cul-de-sacs and sumps, overland surface drainage channels located within dedicated easements/MOU shall be provided if necessary to convey water safely to the

Bay and prevent flooding of adjoining property. See Figure 14.1 for the overland release strategy. Easements require SFPUC approval on a case-by-case basis.

Within the Big Green (RPD-owned land), the developer will work out the necessary rights to ensure overland flow paths are maintained within this land.

Table 14.1
Overland Flow Calculations

Section ID (Figure 14.1)	Street Name	100-yr Peak Flow Q (cfs)	Water Main Break Q (cfs)	Street Capacity Q_{max} (cfs)
1	New Hudson Avenue	29.5*	10	29.6
2	Arelious Walker	4.8	10*	27.7
3	Earl Street	1.8	10*	27.7
4	Spring Lane	NA (Storm drain sized to carry flow)	10*	17.4
5	Beach Lane		10*	15.2
6	Fairfax Lane		10*	10.5

*Indicates controlling flow condition

14.2.3 Stormwater Treatment Pump Station

Due to grading and earthwork constraints, a stormwater treatment pump station may be needed to lift the water quality storm event into the centralized bioretention basin located within the Big Green. The inclusion of a treatment pump station will be avoided if possible, and will require approval by the City during the Master Utility Plan review and approval process. If a stormwater treatment pump station is needed, it would be privately owned and maintained with funds from the Community Facilities District (CFD), along with Big Green stormwater quality infrastructure (See Section 14.5).

A diversion structure (Figure 14.1) will be designed to divert the water quality storm events to the potential stormwater treatment pump station, while bypassing higher flows directly to the gravity conveyance system discharging at Outfall Y. The peak flow rate that would need to be conveyed by the treatment pump station is estimated to be 0.92 cfs (415 gpm), pending SFPUC review and approval.

14.2.4 Outfalls

Two outfalls are proposed to be constructed along the shoreline. The recommended outfall elevation for both outfalls is 9.0-feet NAVD88. This elevation ensures the outfalls will be accessible and maintainable at current the Mean Tide Level of 3.3-feet, as well as at future Mean Tide Level considering the highest projections of SLR for 2100 (66-inches), which corresponds to a future Mean Tide Level of 8.8-feet.

The outfall elevation and design also considers the existing shoreline condition and elevation of the marsh plain. Both outfalls will be designed as direct pipe discharges, and include appropriate measures for shoreline erosion protection. The proposed outfall elevation is high enough to allow for installation of 1 to 2-feet of riprap for energy dissipation, and low enough to minimize the potential for erosion at the transitional slope from the Big Green down to the Marsh Plain.

See Figure 14.3 for schematic details of the two proposed outfalls. The developer is responsible for permitting all new outfalls.

14.2.5 Trash Capture

The Project must comply with Track 1 of the State Water Board's adopted Trash Amendments. To comply, full capture systems shall be included throughout the entire stormwater system to control trash from being discharged into receiving waters. Full capture systems for storm drains are defined as treatment controls (either a single device or a series of devices) that trap all particles 5 mm or greater and has a design treatment capacity that is either: a) of not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm in the sub-drainage area, or b) appropriately sized to, and designed to carry at least the same flows as, the corresponding storm drain.

All trash capture designs shall be incorporated into all design submittals for review and approval by SFPUC Regulatory Compliance Staff. Prior to installation the full capture systems must be certified by the Executive Director, or designee, of the State Water Board. Uncertified systems will not be accepted by the City. To request certification, the Developer

shall work with the SFPUC to develop a certification request letter, including supporting documentation, to the State Water Board's Executive Director. The Executive Director or designee is responsible for issuing a written response either approving or denying the proposed certification.

14.3 Sea Level Rise Monitoring and Adaptation

Refer to Section 5 of this report for a description of the anticipated SLR elevations.

The storm drain design considers the highest projections of SLR for 2100 (66 inches). The system is designed to discharge by gravity under these future conditions, while maintaining the hydraulic gradeline (HGL) at a minimum of 2 feet below the ground surface as required by the Subdivision Regulations. Additional description of the system and hydraulic modeling is provided in the Stormwater Collection and Treatment Master Plan.

14.4 Storm Drain System Phasing

The Project will design and install the new SD System based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the ProjectDA. Each new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. The outfall associated with the storm drain conveyance system shall be constructed in the same phase. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary SD connections may be constructed and maintained by the Developer as necessary to maintain service to existing buildings.

14.5 Ownership and Maintenance

The primary conveyance features of the storm drain system are proposed as publicly owned and maintained utility lines, inclusive of the outfalls to the Bay. Within the public streets in Watersheds A & B, the public storm drain system will collect all private parcel and public ROW runoff and convey it to water quality treatment facilities located within the Big Green. All

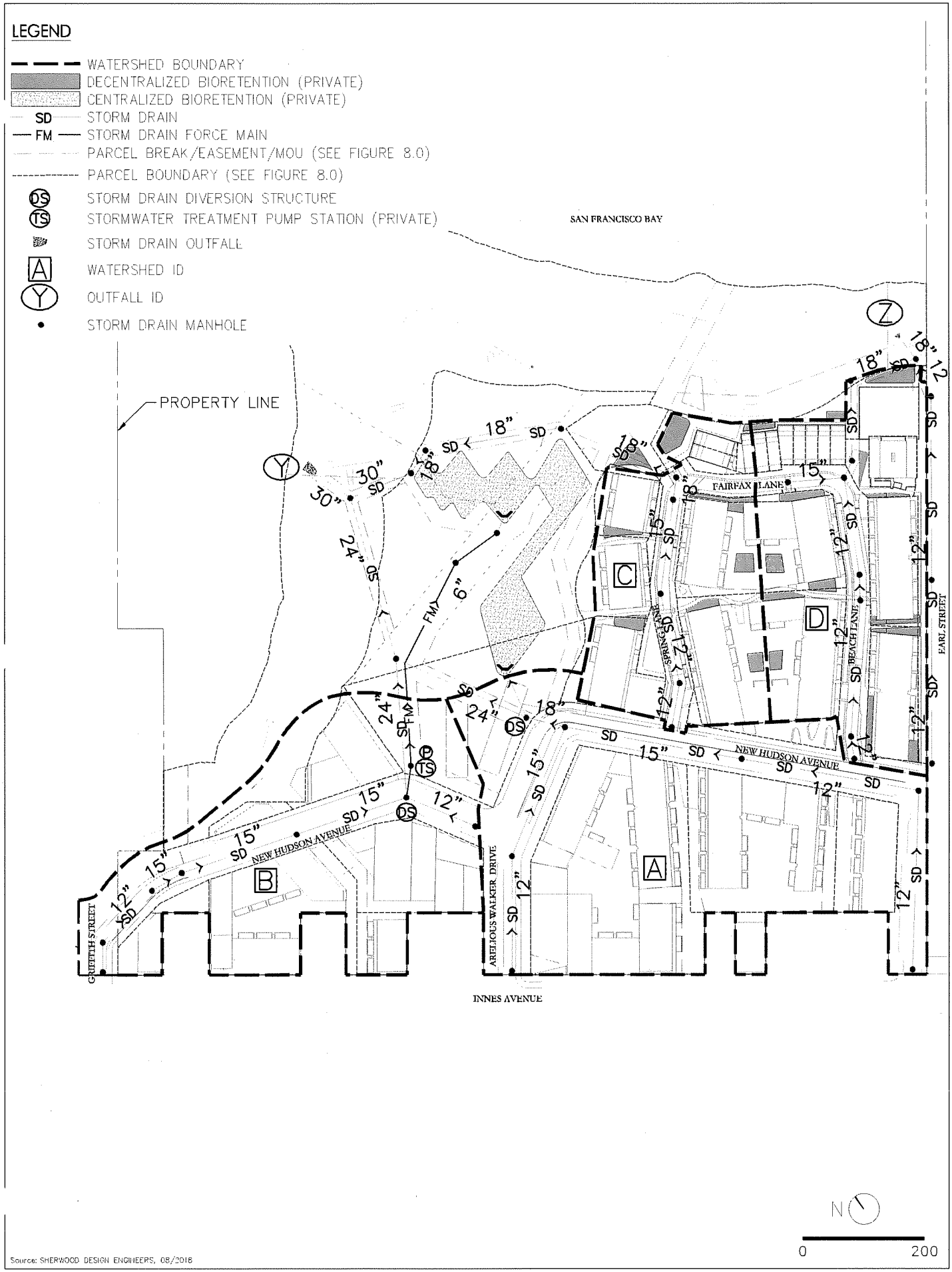
stormwater collection infrastructure, including the overflow to the Bay, will be publicly owned and located within public utility easements when not located within a public right of way.

Water quality facilities (after the diversion structure) within the Big Green will be privately owned and maintained by the Project subject to an easement. These centralized bioretention facilities will provide treatment of the water quality storm event in accordance with RWQCB standards, and as described in Section 15. All storm drain pipes located downstream of the public streets, including the outfalls connecting the treatment facilities to the Bay, will be publicly owned and located in public utility easements.

Within Watersheds C & D, runoff from private parcels will be treated in LID BMPs within the development, and then discharged to public storm drains located in adjacent public right-of-ways. The parcel-based BMPs and associated storm drain connection laterals will be privately owned and maintained by the project. Runoff from public right-of-ways will be treated in roadside bioretention planters and will be publicly owned and maintained.

All public utility easements require SFPUC approval on a case-by-case basis.

Ongoing maintenance of all privately owned stormwater infrastructure will be paid for by the maintenance entity (Community Facilities District) set up by the Developer and subject to approval from the City.



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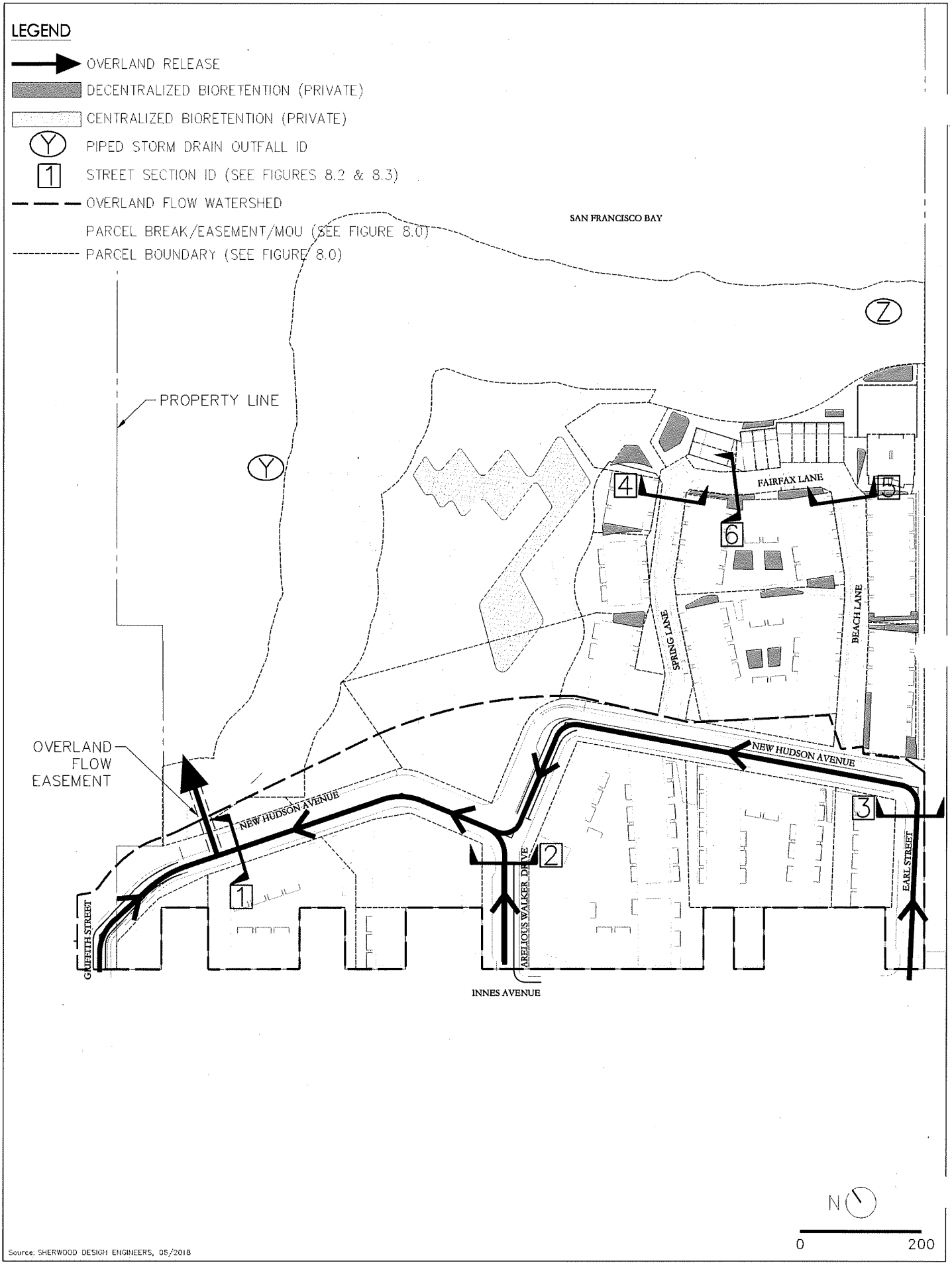

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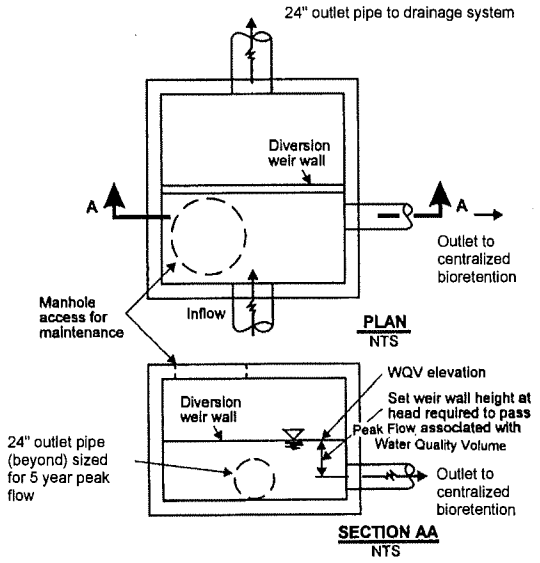
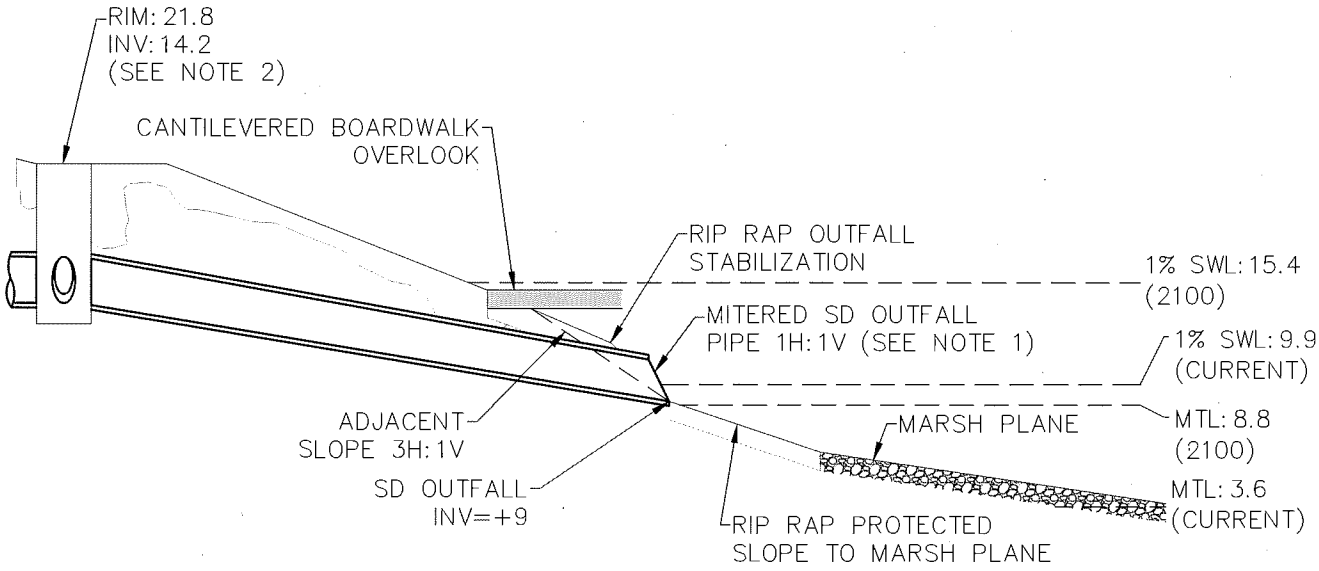
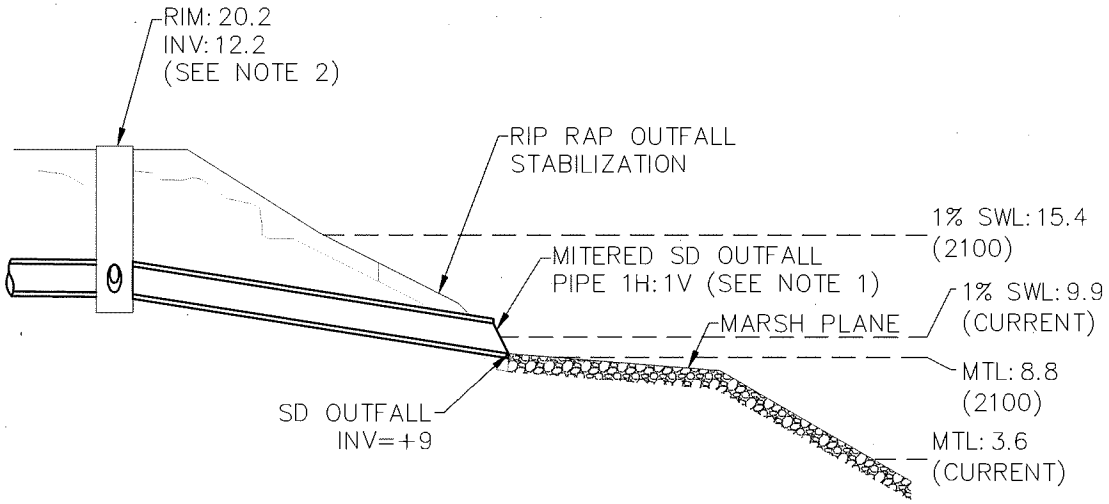


STORM DRAIN DIVERSION STRUCTURE
SCALE: NTS



OUTFALL Y



OUTFALL Z

NOTES:
1. CONCRETE WINGWALLS OR OTHER APPROVED STABILIZATION METHOD REQUIRED AT OUTFALL.
2. TRASH CAPTURE REQUIRED UPSTREAM OF FINAL MH PRIOR TO OUTFALL STRUCTURE.
3. TIDEFLEX GATE (OR APPROVED EQUAL) REQUIRED TO PREVENT FLOW FROM THE BAY.
4. GRATES REQUIRED AT END OF PIPES TO RESTRICT ENTRANCE.

PROJECTED TIDE ELEVATIONS WITH SEA LEVEL RISE					
TIDE BENCHMARK	SLR	MEAN LOW WATER (MLW)	MEAN TIDE LEVEL (MTL)	MEAN HIGHER HIGH WATER (MHHW)	1% STILL WATER LEVEL (1% SWL)
CURRENT	--	0.7	3.3	6.5	9.9
2100	66 in	6.2	8.8	12.0	15.4

NOTE: ALL ELEVATION VALUES ON NAVD88 DATUM

N

0 200

Source: SHERWOOD DESIGN ENGINEERS, 08/2018

15. STORMWATER MANAGEMENT

15.1 Existing Stormwater Management System

There is no existing Stormwater Management System.

15.2 Proposed Stormwater Management System

Stormwater will be treated prior to discharge, primarily through biofiltration, in accordance with SFPUC and Regional Water Quality Control Board requirements. Estimated treatment areas in Table 15.0 are based on planning level calculation to achieve full compliance with the SMO and achieve treatment volume for the 90% percentile 24-hour storm. It is expected the total area needed for biofiltration will be between four and five percent of the total Project Site, or between 1 and 1.2 acres. See Figure 15.0. The piped storm drainage network, described in Section 14, will convey storm water from the watersheds to water quality facilities.

All stormwater treatment facilities are currently designed as lined bioretention basins. Per the Project's geotechnical report, the lower portions of the site, which are all underlain by significant amounts of imported fill, are likely susceptible to liquefaction and lateral spreading. As a result, it is conservatively assumed that concentrated infiltration of stormwater could worsen these conditions. Additionally, there are concerns with stormwater infiltration given the potential of contaminated and/or poorly draining soils in these areas. For these reasons, all bioretention facilities will be lined and include a perforated underdrain to convey treated stormwater to storm drain outfalls permitted through a California State Water Resource Control Board MS4 permit.

All stormwater bioretention facilities will be designed per SFPUC design standards. These features will treat urban runoff through the vertical flow of water from a ponded surface through planting and amended soils at a rate of 5 inches per hour per local regulations.

Centralized Treatment at the "Big Green"

Runoff generated from the water quality storm event generated from both public streets and private parcels between Innes Avenue and New Hudson Avenue (Watersheds A and

B), will be treated in the centralized bioretention basins A and B, located within the private open space in the northwest quadrant of the site (see Figure 15.0). Because the centralized treatment facilities on the Big Green will be designed and sized to provide treatment for all runoff from watersheds A and B, the developer will not be required to provide any stormwater treatment measures on their private parcels within those watersheds.

Decentralized Treatment:

In Watersheds C and D, treatment for private parcels will occur in decentralized facilities distributed throughout the watersheds (See Figure 15.2 and 15.3). Runoff from private parcels will be treated separately from public ROW runoff.

Private parcels: Runoff from private parcels will be treated in privately owned decentralized stormwater quality BMPs integrated into the site design. Depending on the location, these treatment areas could be designed as either bioretention basins at-grade or bioretention planters on podium (Figure 15.1), or other acceptable treatment BMP per SFPUC review and approval. These features will include overflows to bypass storm events larger than the water quality event into the gravity storm drain system, which is sized to convey the 100-year storm.

Figure 15.1 includes typical details for bioretention treatment on private parcels.

Shared Public Way ROW: Stormwater runoff from the Shared Public Ways will be treated in publicly-owned roadside bioretention planters with curb inlets along the gutter. The water quality event will be diverted into these bioretention planters for treatment prior to entering the piped storm drain system. The roadside bioretention planters will be designed as in-line facilities with no overflow structure. Trench drain outlets on the downstream end of the planters will allow stormwater to overflow back into the street once they reach maximum ponding elevation. During storm events exceeding the water quality event, the planters will fill up with stormwater which will bypass additional stormwater along the gutter and directly into storm drain catch basins and gravity storm drain system sized to collect the 100-year storm.

Figure 8.3 indicates the location of the roadside bioretention in the Shared Public Ways. Figure 15.2 includes typical details for roadside bioretention planters. Depending on the width of the roadside bioretention planters, it is anticipated that the planters will be located along approximately 30 to 45% of the total roadway length (Table 15.0).

Table 15.0
Planning-Level Water Quality Summary

Water-shed ID	Watershed Area sf	Impervious Area[1] sf	Pervious Area sf	Runoff Volume Requiring Treatment cu ft	Estimated Required Treatment Area[2] sf	Estimated Proposed Treatment Area sf
Centralized Treatment (private parcels and public ROW)						
A	281,900	253,700	28,200	15,997	12,000	-
B	197,200	177,500	19,700	10,793	8,400	
Total	**479,100**	**431,200**	**47,900**	**26,790**	**20,400**	**33,000**
Decentralized Treatment (Private Parcels only)						
C	103,200	93,000	10,200	6,264	4,380	7,600
D	131,900	118,900	13,300	7,884	5,580	9,600
Total	**235,100**	**211,900**	**23,500**	**14,148**	**9,960**	**16,000**

Decentralized Treatment (Shared Public Way ROWs: Spring, Fairfax & Beach Lanes)

Water-shed ID	Roadway Length ft	Bioretention Planting Width ft	Required Treatment Area sf	% of Road Length %
C	540	3.5	790	42%
		5	850	30%
D	590	3.5	860	42%
		5	890	30%

[1]Assumed 90% impervious area for preliminary calculations. Pervious areas include landscaping on grade, planters on podium and other pervious surfaces specified in the SFPUC *MS4 BMP Sizing Calculator for Water Quality.*
[2]Minimum area required for water quality treatment to meet RWQCB MS4 requirements

15.3 Sea Level Rise Monitoring and Adaption

Refer to Section 5 of this report.

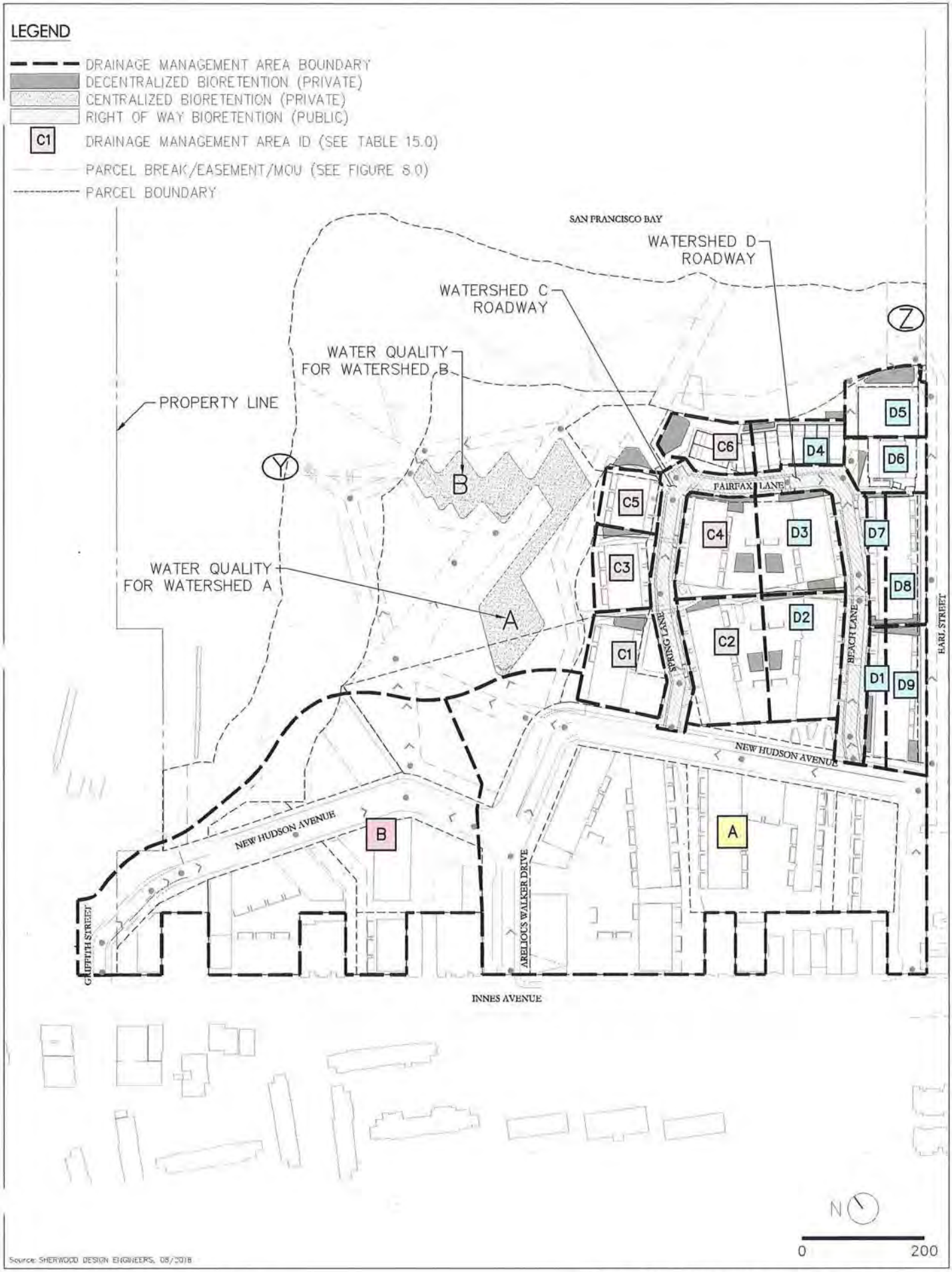
15.4 Stormwater Management Phasing

The Developer will design and install stormwater management facilities in accordance with the SMO for each Phase. The phasing will be based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. The centralized treatment facilities must be fully operational prior to the acceptance of any privately or publicly managed development areas; including acceptance of associated public ROW improvements by the City, or Certificate of Completion (CFC) of associated private parcels. The outfall associated with the storm drain conveyance system must be constructed in the same phase. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary SD connections may be constructed and maintained by the Developer as necessary to maintain service to existing buildings subject to City approval. The project team will submit a 'Green Infrastructure and Construction Phasing a Sequencing Plan' for review and approval by the SFPUC as part of the associated Stormwater Control Plan.

15.5 Ownership & Maintenance

The centralized water treatment facility in the Big Green will be privately owned and operated. Decentralized bioretention facilities on private parcels within watersheds C&D (The Flats) will also be privately owned and operated. Roadside bioretention planters in Shared Public Way ROWs will be publicly owned and maintained. These planters are located within, and treat stormwater runoff from the public right-of-way only.

See Section 14.5 for further information on ownership and maintenance of the storm drain system.


LEGEND
DRAINAGE MANAGEMENT AREA BOUNDARY
DECENTRALIZED BIORETENTION (PRIVATE)
CENTRALIZED BIORETENTION (PRIVATE)
RIGHT OF WAY BIORETENTION (PUBLIC)
C1
DRAINAGE MANAGEMENT AREA ID (SEE TABLE 15.0)
PARCEL BREAK/EASEMENT/MOU (SEE FIGURE 8.0)
PARCEL BOUNDARY
SAN FRANCISCO BAY
WATERSHED D ROADWAY
WATERSHED C ROADWAY
WATER QUALITY FOR WATERSHED B
PROPERTY LINE
WATER QUALITY FOR WATERSHED A
Z
Y
B
A
C6
D4
D5
D6
C5
C4
D3
D7
C3
D8
D2
C2
C1
D1
D9
FAIRFAX LANE
SPEAR LANE
BEACH LANE
EARL STREET
NEW HUDSON AVENUE
NEW HUDSON AVENUE
B
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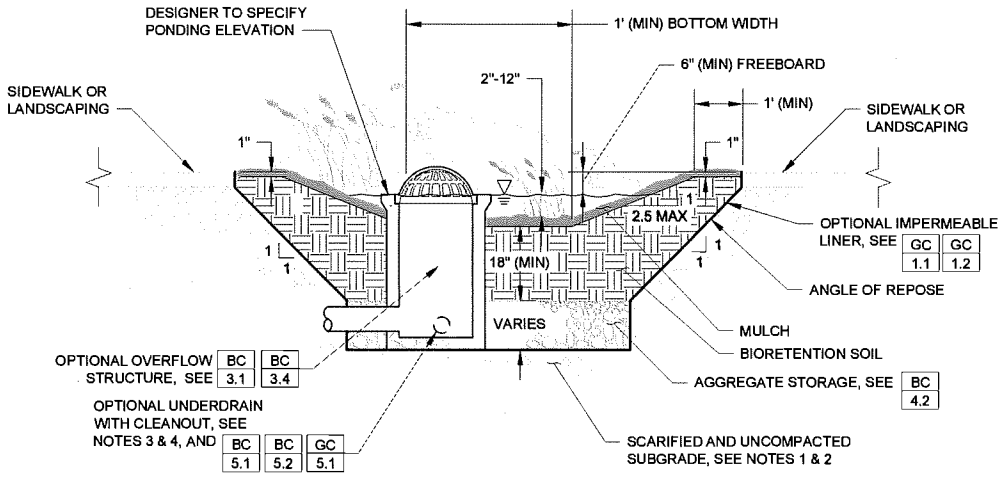
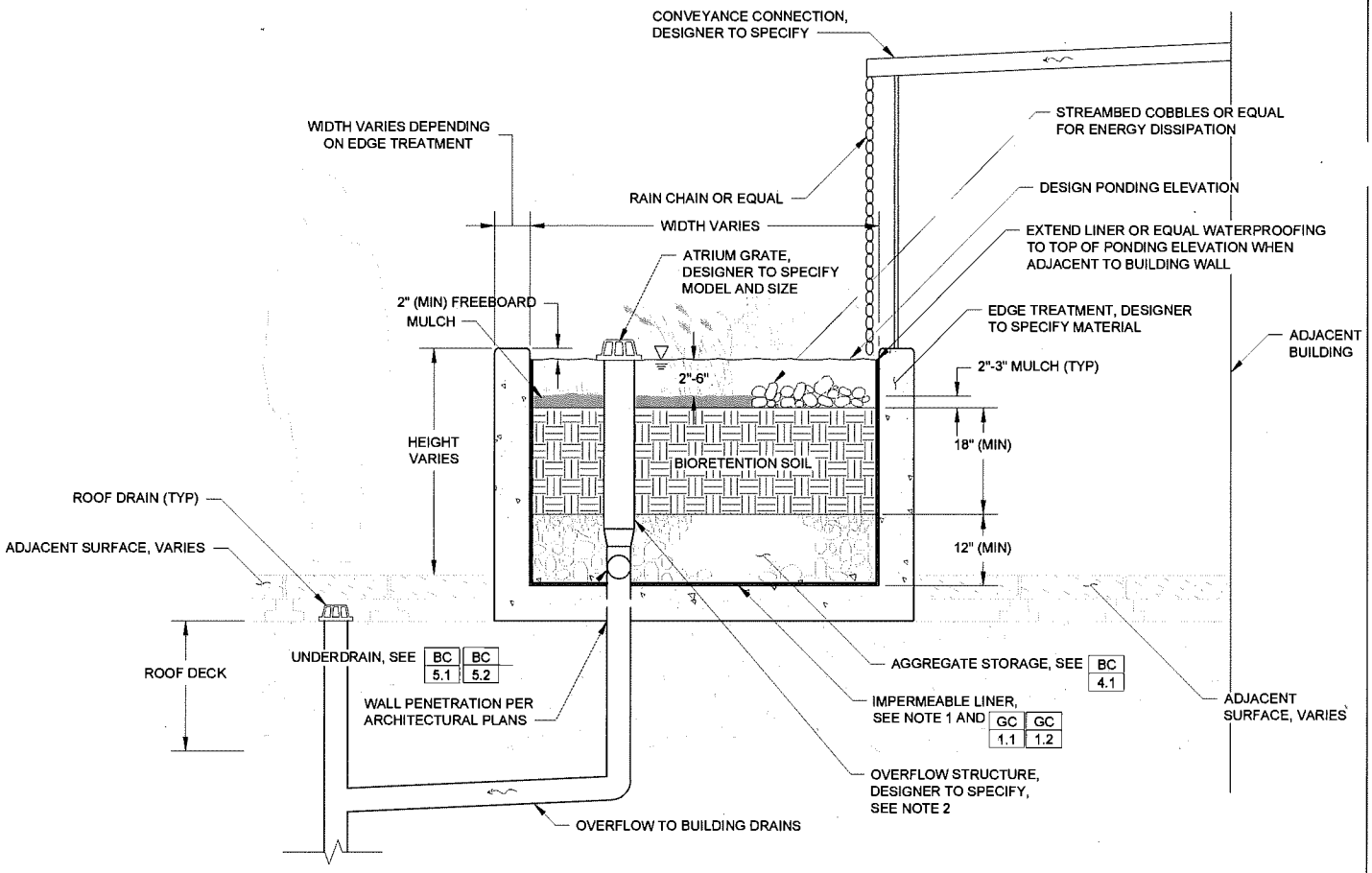


SFPUC GREEN STORMWATER INFRASTRUCTURE TYPICAL DETAIL BB 2.1
BIORETENTION BASIN (PARCEL SECTION)
SCALE: NTS



SFPUC GREEN STORMWATER INFRASTRUCTURE TYPICAL DETAIL BP 5.7
BIORETENTION PLANTER (PLANTER ON STRUCTURE SECTION)
SCALE: NTS

16. DRY UTILITY SYSTEMS

16.1.1 Existing Dry Utility Systems

16.1.2 Electric

Existing 12kV distribution utilities in the greater subject Project area are served from Pacific Gas and Electric (PG&E) Substation P. Within the Project site there are overhead and underground PG&E 12kV distribution systems and overhead and underground secondary distribution and service systems for various voltages below 600V.

16.1.3 Natural Gas

The site is currently served from an existing 4-inch PG&E gas main on Innes Avenue.

16.1.4 Communication

Existing AT&T and Comcast facilities exist on Innes Avenue in underground duct banks. Existing City of San Francisco Communication Department of Technology Information Services (DTIS) facilities consist of overhead lines and cables in underground conduits.

16.1.5 Proposed Dry Utility Systems

The Developer's Infrastructure obligations include the design and construction of the proposed dry utility systems to serve the development, as shown on Figure 16.0.

16.1.6 Electric

Energy delivery for the Project will be served from SFPUC PE 12kV local distribution systems. Off-site electric distribution improvements for SFPUC utilities may be necessary when existing system thermal limitations, reliability criteria, and economical capacities are exceeded. This is subject to utility perceived limitations. Off-site improvements for PG&E provided WDT capacity may include additional substation transformer capacity, distribution feeder additions, larger conductors and or new local circuits as required. Off-site improvements for SFPUC PE may include application to PG&E for an increase of WDT capacity at their Innes Avenue and Earl Street WDT switchgear location, as well as some or all of the improvements mentioned above.

Noteworthy is the communication of realistic anticipated loads to the SFPUC early in the development process, so that any system improvement work may be identified, designed and constructed to meet occupancy dates as required. PG&E overhead 12kV facilities exist on the Innes Avenue Project frontage. Undergrounding these facilities may be required as a condition of project approval, and would be done so per the applicable CPUC Rule 20 tariff.

Advanced planning of the SFPUC electric distribution system should include PG&E undergrounding on Innes Avenue, and integration or separation/demarcation of facilities owned by separate utilities, to avoid conflicts in service.

SFPUC PE on-site project distribution system interconnection points shall be provided on the periphery of the Project Site; per the SFPUC PE Rules and Regulations Governing Electric Service, Distribution Line Extensions and Service Line Extensions. Electric distribution facilities of adequate capacity that provide interconnection on the periphery or limits of the Project should be provided by the SFPUC at no cost to the developer. This includes design, construction and land rights procurement for any electric utility distribution improvements off-site. Please note that SFPUC is sensitive to the investment of capital to provide service where load is speculative. Some negotiation or cost sharing may be necessary for atypical load forecasts.

The total cumulative peak coincident power demand (design) for the Project at full build out is about out is about 5.4 MVA (design) for the residential variant; and 7.2MVA (design) for the commercial variant. This value is based on interpretation of general use data provided and historical PG&E load data for the project specific climate zone. Two SFPUC PE 12kV distribution interconnections (feeders) are suggested for reliability if the projected peak demand is realized. These loads will be phased in over a period of approximately 6 years as the Project builds out.

16.1.7 Natural Gas

The gas distribution system is planned to be an element of a joint or common trench system which would include electric, phone, cable TV and streetlight facilities. The joint trench distribution system is shown on Figure 16.0. On some streets, in order to provide 10 feet between proposed building structures and gas piping systems, gas mains may require separation from the joint trench into a gas-only trench. The Developer will be responsible for construction of gas mains within the proposed roadway network.

16.1.8 Communication

The communications systems are planned to be an element of a joint trench or common trench system which would include electric, gas and streetlight facilities.

AT&T, Comcast and DTIS will provide new service for proposed improvements as participants in the joint trench system. Facilities will be placed in franchised areas. The Project will be responsible for trench cost to accommodate AT&T, Comcast and DTIS as well as AT&T and DTIS substructures. Some of the Project AT&T costs may be reimbursable based on applied tariffs. Comcast will provide the placement of their facilities at their own expense.

16.1.9 District Microgrid and Renewable Energy Variants

Solar photovoltaic arrays could be located on various project rooftops and interconnected with a proposed Project microgrid system to serve as a site-side (demand side) distribution system capable of balancing captive supply and demand resources. The Project microgrid would reduce energy losses in transmission and distribution, increasing efficiency of the electric delivery system. The Project microgrid can be backed up by the Project electric system and would not necessarily supply all Project demand. If the Project proceeds with this variant, Developer shall comply with all additional legislative and regulatory requirements.

16.2 Dry Utility Phasing

The Project will design and install the new Joint Trench (JT) system based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase and consistent with the requirements of the Project DA. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary JT may be constructed and maintained by the Developer as necessary to maintain service to existing buildings subject to City approval.

J:\proj\140069\DWG\Exhibits\Infrastructure Plan\PLOTTED SHEETS\Figure 16.0 JT.dwg
17-18 PLOTTED BY: eede
DRAWING NO:
PLOT DATE:

ATTACHMENT A

India Basin – Public Infrastructure Design Exceptions and Modifications

BKF 100+ YEARS
ENGINEERS . SURVEYORS . PLANNERS

MEMORANDUM

Date: 07/24/2018 **BKF Job Number: 20140069**

Deliver To: Courtney Pash, Build
Victoria Lehman, Build

From: Ryan Bernal, BKF
Mona Sadeghian, BKF

Subject: India Basin – Public Infrastructure Design Exceptions and Modifications

The following memorandum summarizes the proposed India Basin Development Street and Utility Infrastructure that would require design modifications or exceptions to City and County of San Francisco design standards and specifications. Incorporation of these design modifications and exceptions into the project is predicated on a careful review of site constraints, enhancing pedestrian, bicycle and vehicular circulation and safety, and sustainable infrastructure goals. Additional information and context on the design components included below can be found in India Basin Infrastructure Plan (IP) and Design Standard and Guidelines (DSG).

I. Streets and Transportation Infrastructure

Designed for consistency with the City and County of San Francisco Better Streets Plan (BSP) and the San Francisco Subdivision Regulations (Subdivision Regulations), the India Basin Development includes an integrated street network blending pedestrian, bicycle, and vehicular modes of travel with enhanced infrastructure and amenities. In an effort to provide a safe and sustainable streetscape environment, proposed infrastructure elements would require design modifications and exceptions to the Subdivision Regulations, which are outlined below. Typical street sections are included in the Roadway and Utility Section Supplement submitted concurrently with this document.

A. Components of Public Streets

i. Sidewalk Width

Streets have varied sidewalk widths depending on adjacent land uses, connections to open spaces, bicycle facilities, stormwater treatment requirements, and loading needs that are accommodated within the right-of-way. The following streets have sidewalks with irregular or varying widths.

Earl Street Sidewalk width varies within the project boundary and will extend outside the boundary into the future Northside Park in order to maintain a 6' clear throughway.

[Subdivision Regulations, Page 55, Appendix B, XII - Recommended Design of Streets, Blocks, and Lots, Section B – Constituent Parts, 2 - Sidewalks.]

ii. **Curb Heights**

City Standard curb heights will be installed generally throughout the site. The following Streets are proposed with non-standard curb types to facilitate enhanced pedestrian circulation:

- Beach Lane
  - 4-inch curb and gutter on the South side of the street
  - Flush curb on the North side of the Street
- Fairfax Lane
  - 4-inch curb and gutter on the West side of the street
  - Flush curb on the East side of the Street
- Spring Lane
  - 4-inch curb and gutter on the South side of the street
  - Flush curb on the North side of the Street
- New Hudson Avenue
  - Mountable curbs at Median – Delineates the bicycle lanes from the vehicular travel lanes
  - 4-inch curb adjacent to the bicycle lane

[Subdivision Regulations, Page 68, Appendix B, XIV-Recommended Types of Pavement, Section D – Curbs.
Standard Curbs as presented in CCSF DPW Standard Plans are 6 to 8-inches.]

iii. **Paving Surfaces**

Alternative paving materials may be used for new roadways and sidewalks if approved by SFDPW. Potential non-standard materials include asphalt wearing surface over Class 2 aggregate base, decorative concrete paving, unit pavers, and porous paving. Alternative materials proposed will be owned by SFDPW and maintained by an Independent Maintenance Entity to be established by the project.

iv. **Traffic Restrictions**

Traffic studies indicate that the project's internal streets will be low-traffic volume streets. On SPW where heavy traffic volumes are not anticipated, vehicular traffic shall only be permitted one-way northbound, from intersection of New Hudson and Beach Lane, through Fairfax Lane and Spring Lane.

B. Traffic Calming

Proposed traffic calming elements for the project street rights-of-way include raised intersections, raised crosswalks, bulb-outs, and narrowed lane widths to accommodate bicycle infrastructure and promote lower speeds.

i. **Raised Intersections and Raised Crosswalks**

As part of the pedestrian and bicycle focused planning, traffic calming elements are proposed to improve non-vehicular traffic safety and access. At raised crosswalk and intersection locations, the street pavement areas will be raised as much as 6 inches to match the adjacent curb heights. In addition, decorative treatments and enhanced paving are proposed to provide a visual cue

to drivers and increase visibility of pedestrians and bicyclists. Final grades are dependent on overland release feasibility studies to be completed as part of the Master Utility Plans and final Construction Documents.

Raised intersections are proposed at the following locations:

- The intersection of Arelious Walker, New Hudson Avenue

Raised crosswalks are proposed at the following locations:

- Griffith Street at New Hudson Avenue
- Hudson Street midblock at Cove Terrace
- New Hudson Avenue at North corner of Parcel H1
- New Hudson Avenue mid-block
- New Hudson Avenue at Earl Street

[Standards for raised intersections and crosswalks do not exist and will require review and approval by the SFPW]

II. Utility Infrastructure

A. Utility Layout Requirement Modifications

Due to constraints within the project site, modifications to standard spacing, and locations of utilities will be requested. A design exception to utility standards and requirements must be approved by the department with authority over each utility. The sanitary sewer system, storm drainage system, Low Pressure Water system, Auxiliary Water Supply System, and Non-Potable Water system's non-standard design may receive authorization per the process outlined in the Subdivision Regulations. Approval of this Infrastructure Plan does not constitute authorization of any utility-related design exceptions.

i. Shared Public Way

Due to the narrow Right of Way widths in the Share Public ways:

- Sewer and Storm Drain mains are installed at 3.5-feet minimum separations and Manholes are offset to avoid conflicts, as shown on Utility Section Supplement
- Non-Potable water main is placed under the sidewalk
- Sewer manhole is less than 4-feet away from face of curb
- Domestic water line is less than 4.5-feet away from face of curb

[Subdivision Regulations, Page 61, Appendix B, XII- Recommended Design of Streets, Blocks, and Lots, Section B - Constituent Parts, 10 - Utility Separation, Diagram 2 - Surface utilities designed with a separated sewer system.]

B. Stormwater Collection & Management

i. **Shared Public Ways:**

- **Stormwater Collection:** Because of the aforementioned non-standard street design in the Shared Public ways, these streets (Beach, Fairfax and Spring Lanes) will not have the capacity to convey the 100-year storm event overland within the street section as required by the Subdivision Regulations. As such, the stormwater collection and conveyance system is designed for the 100-year storm event, rather than the standard 5-year event. Inlet spacing and pipe sizes are designed to accommodate the larger storm event.
- **Stormwater Treatment:** Stormwater from the Shared Public Ways (Beach, Fairfax and Spring Lanes) will be treated in public roadside bioretention planters designed in accordance with City standards. Due to the shared street design, these roadside planters will be located at back-of-sidewalk, rather than the standard location between the street and the sidewalk. This configuration will require trench drains to cross the sidewalk at several locations. All trench drain grates/covers will comply with ADA accessibility requirements.

[Subdivision Regulations, Page 63, Appendix B, XIV – Recommended Types of Pavements, Section C - Street Guidelines, 5 - Surface Drainage]

ii. **Big Green Centralized Treatment:**

- Stormwater runoff from the public rights-of-ways New Hudson Avenue and Arelious Walker Drive will be collected together with untreated stormwater runoff from private parcels south of New Hudson Avenue. Stormwater treatment for the combined public/private runoff will occur in a private centralized bioretention facility located within the Big Green. Water quality facilities within the Big Green will be privately owned and maintained by the project. Ongoing maintenance of all privately owned stormwater facilities will be paid for by the maintenance entity (Community Facilities District) set up by the Developer.

C. Sanitary Sewer System

- The project proposes a diversion structure to withdraw sewage from the public sanitary sewer system to supply the proposed Decentralized Non-potable Water Reuse System (DNWRS).

[Standards for this diversion structure do not exist and will require review and approval by the SFPUC.]

III. San Francisco Fire Department Exceptions

The exceptions mentioned hereafter have been discussed and coordinated with the Fire department and are documented in the San Francisco Fire Department Exceptions Memorandum.

A. Shared Public Ways

- Trees to be planted within the 26' Emergency Vehicle Staging (Staging) zone but outside of the 20' Emergency Vehicle Access (EVA) zone. Trees are to be spaced at 100' to allow staging between trees.
- The 26' wide Staging zone may overlap with the 6' wide pedestrian throughway, however the 20' wide EVA does not overlap with the dedicated pedestrian zone.
- Shared Public Way is to be a one way vehicular street.
- Passenger drop off zones are to be provided within the 20' wide EVA.

B. Earl Street

- A 23' wide continuous EVA will be provided through Earl Street. Buildings will be served by a 26' wide staging area on adjacent streets: New Hudson Avenue and Innes Avenue.

EXHIBIT J

Land Use Plan

INDIA BASIN
SHORELINE PARK
INNES AVENUE
GRIFFITH
NEW HUDSON
SPRING LN.
FAIRFAX LN.
ARELIOUS WALKER
NEW HUDSON
BEACH LN.
EARL STREET
FUTURE
NORTHSIDE
PARK
NORTHRIDGE ROAD
KISKA ROAD
Mixed Use
Residential Mixed-Use
Multi-Family Residential
Public Market / Town Triangle
Privately Owned Open Space
Public - Open Space / Shoreline
0'
125'
250'
375'

2040

EXHIBIT K

MMRP

EXHIBIT K: MITIGATION MONITORING AND REPORTING PROGRAM

AUTHORITY

This Environmental Mitigation Monitoring and Reporting Program (MMRP) has been prepared pursuant to California Environmental Quality Act (known as CEQA [Public Resources Code Sections 21000 et seq.]) Section 21081.6 to provide for the monitoring of mitigation measures required of the India Basin Mixed-Use Project, as set forth in the Draft Environmental Impact Report (Draft EIR) prepared for the Project. This report will be kept on file in the offices of the San Francisco Planning Department (Planning Department), 1650 Mission Street, Fourth Floor, San Francisco, CA, 94103.

If any mitigation measures are not being implemented as to any property within the project site, the Agency and/or City may pursue corrective action against the responsible party for such property identified in Table 1 of this MMRP. Penalties that may be applied include, but are not limited to, the following: (1) a written notification and request for compliance; (2) withholding of permits; (3) administrative fines; (4) a stop-work order; (5) criminal prosecution and/or administrative fines; (6) forfeiture of security bonds or other guarantees; and (7) revocation of permits or other entitlements. These corrective actions shall only be applied against the applicable responsible party identified in Table 1 of this MMRP. To the extent any mitigation measure applies to all project sponsors, the corrective actions shall only be applied against the applicable project sponsor for the affected property for which the mitigation measure is not being implemented.

MONITORING SCHEDULE

Prior to the issuance of building permits, while detailed development plans are being prepared for approval by Agency and/or City staff, Agency and/or City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the project construction, development, and design phases. Agency and/or City staff will prepare or cause to be prepared reports identifying compliance with mitigation measures. Once construction has begun and is underway, monitoring of the mitigation measures associated with construction will be included in the responsibilities of designated Agency and/or City staff, who shall prepare or cause to be prepared reports of such monitoring no less than once a month until construction has been completed. Once construction has been completed, the Agency and/or City will monitor the project as deemed necessary.

CHANGES TO MITIGATION MEASURES

Any substantive change in the monitoring and reporting plan made by Agency and/or Planning Department staff shall be reported in writing to the City Environmental Review Officer. Reference to such changes shall be made in the monthly/yearly Environmental Mitigation Monitoring Report prepared by Planning Department staff. Modifications to the mitigation measures may be made by Planning Department staff subject to one of the following findings, documented by evidence included in the record:

1. The mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program is no longer required because the significant environmental impact identified in the Draft EIR has been found not to exist, or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment, or other factors.

OR

2. The modified or substitute mitigation measure to be included in the Mitigation Monitoring and Reporting Program either provides corrections to text without any substantive change in the intention or meaning of the original mitigation measure, or provides a level of environmental protection equal to or greater than that afforded by the mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program; and the modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to or greater than those which were considered by the responsible hearing bodies in their decisions on the Final EIR and the proposed project; and the modified or substitute mitigation measures are feasible, and the Planning Department, through measures included in the Mitigation Monitoring and Reporting Program or other City procedures, can assure their implementation.

FORMAT OF MITIGATION MONITORING MATRIX

Table 1: Mitigation Monitoring and Reporting Program on the following pages identifies the environmental issue areas for which monitoring is required, the required mitigation measures, the timeframe for monitoring, and the responsible implementing and monitoring agencies. Table 2: Improvement Measure Monitoring and Reporting Program outlines optional measures that are intended to improve an impact that was found by the Planning Department to be less than significant. Improvement measures are not requirements, however, the project sponsors or the Planning Department may elect to implement them.

DEFINITIONS

City's Environmental Review Officer—The Environmental Review Officer at the San Francisco Planning Department, referred to herein as "ERO."

Project sponsors—BUILD, the San Francisco Recreation and Parks Department (RPD), or any other individual who or business that constructs urban land uses. This term shall be construed to mean the subsequent developer(s) who constructs or extends urban land uses through subdivision of land and construction or alteration of structures.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
MITIGATION MEASURES FOR THE INDIA BASIN MIXED-USE PROJECT				
Aesthetics Mitigation Measures				
Mitigation Measure M-AE-3: Implement Good Lighting Practices The project sponsor of the 700 Innes property shall develop a lighting plan for that property, subject to approval by the Planning Department, to address light spillover during operation of the proposed project or variant. The lighting plan shall include the following measures, which would reduce the impact of new lighting sources at the 700 Innes property: • Professionally recommended lighting levels for each activity shall be designed by a professional electrical consulting engineer to meet minimum illumination levels while preventing over-lighting and reducing electricity consumption. • The location, height, cutoff, and angle of all lighting shall be correctly focused on the project site to avoid directing light at neighboring areas. • Shielded fixtures with efficient light bulbs shall be used in uncovered parking areas to prevent any glare and light spillage beyond the property line.	Project sponsor of 700 Innes property and contractor	Before the issuance of first temporary certificate of occupancy.	Planning Department to approve lighting plan, Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities for the applicable project sponsor have ended and the Department of Building Inspection has signed off on implementation of the final approved lighting plan.
Cultural Resources Mitigation Measures				
Mitigation Measure M-CR-1a: Prepare and Implement Historic Preservation Plans and Ensure that Rehabilitation Plans Meet Performance Criteria The project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History and is on the Planning Department's qualified consultant list. This professional shall prepare, and the project sponsors shall implement, a historic preservation plan (HPP) for each of the three historical resources identified on the project site. Each HPP shall consider the historic resource evaluation reports prepared for this project. The HPPs shall incorporate rehabilitation recommendations for protecting character-defining features of the historical resources to be retained and shall include the following elements: • **Historic Preservation Protective Measures.** Each HPP shall be prepared and implemented to aid in preserving those portions of the historical resource that would be retained and/or rehabilitated as part of the project. The HPP shall establish measures to protect the character-defining features from construction equipment that may inadvertently come in contact with the resource. If deemed necessary upon further assessment of the resource's condition, the plan shall include the preliminary stabilization before	Project sponsors/ qualified engineer and/or architectural historian consultant at the direction of the ERO.	Prior to issuance of applicable site permits for each identified historical resource, a HPP shall be prepared. Planning Department Preservation staff shall review and approve the HPP.	A professional architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards and is on the Planning Department's qualified consultant list shall provide progress reports on the implementation of the HPP to the Planning Department throughout the construction period. In addition, the project sponsors shall ensure that the contractor(s) follows the HPP.	Considered complete with regard to each applicable historic resource after construction activities implementing approved HPP for the affected historic resources have ended and the final progress report has been submitted and approved by the Planning Department.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
construction to prevent further deterioration or damage. Specifically, the protection measures shall incorporate construction specifications for the proposed project that require the construction contractor(s) to use all feasible means to avoid damage to historical resources, including but not necessarily limited to the following: – staging equipment and materials as far as possible from historic buildings to avoid direct impact damage; – maintaining a buffer zone when possible between heavy equipment and historical resource(s) as identified by the Planning Department; – appropriately shoring excavation sidewalls to prevent movement of adjacent structures; – ensuring adequate drainage; and ensuring appropriate security to minimize risks of vandalism and fire. • **Relocation Plan for 702 Earl Street.** The HPP for 702 Earl Street shall include a relocation plan to be reviewed and approved by the Planning Department to ensure that character-defining features of the building will be retained. The relocation plan shall include required qualifications for the building relocation company ensuring that the relocation is undertaken by a company that is experienced in moving historic buildings of a similar size and/or structural system as 702 Earl Street. The relocation plan shall ensure that the building will be moved without disassembly and that the building will be separated from its existing foundation without irreparably damaging the character-defining historic fabric of the building. • **Rehabilitation and Retention Plan for India Basin Scow Schooner Cultural Landscape.** The HPP for the cultural landscape shall finalize the designs for the Shipwright's Cottage, and the Tool Shed interpretative structure, if included in the final design. It shall also include a plan for rehabilitation of the Marineway rails. • **New Construction and Maintenance Guidelines for the India Basin Scow Schooner Cultural Landscape.** The HPPs for the India Basin Scow Schooner Cultural Landscape shall establish protocols for the ongoing protection of the character-defining features of the cultural landscape and guidelines to evaluate all future development proposals within the cultural landscape. These guidelines shall include the following: – New construction and site development within or adjacent to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape shall be compatible with the character of the cultural landscape and shall				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
maintain and support the landscape's character-defining features. – New construction shall draw its form, materials, and color palette from the historic texture and materials of the cultural landscape. – New construction shall be contextually appropriate in terms of massing, size, scale, and architectural features, not only with the remaining historic buildings, but with one another. – New construction shall comply with the Secretary of the Interior's Rehabilitation Standard No. 9: "New Addition, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the integrity of the property and its environment." – A building and structural maintenance plan shall be developed to ensure that the character-defining structures of the cultural landscape are maintained. – A planting and landscape maintenance plan shall be developed to provide ongoing protection of character-defining landscape features of the cultural landscape that will be rehabilitated and/or protected by the project, such as open areas and circulation routes. The plan shall provide guidelines for landscape design within the cultural landscape that maintains the historic and industrial character of the landscape. • **Salvage.** Each HPP for the Shipwright's Cottage and the India Basin Scow Schooner Cultural Landscape shall further investigate and incorporate preservation recommendations regarding the salvage of historic materials for reuse and/or interpretation. The recommendations in the HPPs shall include but not be limited to the following: – Materials to be salvaged from the interior of the Shipwright's Cottage and recommendations for reusing those materials. – Materials to be salvaged from both contributing and noncontributing features of the India Basin Scow Schooner Boatyard Vernacular Cultural landscape, and recommendations for either incorporating such materials into the proposed new construction on the India Basin Shoreline Park property or otherwise reusing those materials. For each HPP, the HPP, including any specifications, monitoring schedule, and other supporting documents, shall be incorporated into the site permit application's plan sets. Planning Department Preservation staff shall review and approve the HPP before a site permit, demolition permit, or any other permit is issued by the San Francisco Department of Building Inspection for				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the rehabilitation of historical resources. The Planning Department shall not issue building permits associated with historical resources until Preservation staff concur that the designs conform to the SOI Standards for Rehabilitation, except for the Tool Shed interpretive structure and the Boatyard Office Building, if included in the final design. Should alternative materials be proposed for replacement of historic materials, they shall be in keeping with the size, scale, color, texture, and general appearance, and shall be approved by Planning Department Preservation staff. The performance criteria shall ensure retention of the character-defining features of each historical resource, as identified in the HPP, which in turn shall be developed in accordance with the HRE developed for the project (San Francisco, 2017b). The project sponsors shall ensure that the contractor(s) follows the HPP. Furthermore, in accordance with the HPP's reporting and monitoring requirements, the consultant architectural historian shall conduct regular periodic inspections of the historical resources under rehabilitation during project construction activities to ensure compliance with the HPP and adherence to the SOI Standards for Rehabilitation. The consultant architectural historian shall provide progress reports to the Planning Department throughout the construction period.				
Mitigation Measure M-CR-1b: Document Historical Resources To reduce adverse effects on historical resources, before the start of demolition, rehabilitation, or relocation, the project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History. This professional shall prepare written and photographic documentation of the three historical resources identified on the project site. The specific scope of the documentation shall be reviewed and approved by the Planning Department but shall include the following elements: • **Measured Drawings.** A set of measured drawings shall be prepared that depict the existing size, scale, and dimension of the historical resources. Planning Department Preservation staff will accept the original architectural drawings or an as-built set of architectural drawings (e.g., plan, section, elevation). Planning Department Preservation staff will assist the consultant in determining the appropriate level of measured drawings. • **Historic American Buildings/Historic American Landscape Survey–Level Photograph.** Either Historic American Buildings/Historic American Landscape Survey (HABS/HALS) standard large-format or digital	Project sponsors/ qualified architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued for each project sponsor.	All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.	Considered complete as to each affected historic resource after all documentation has been reviewed and approved by the Planning Department and final written and photographic documentation is submitted to interested parties for the affected historic resource. This will be done before the demolition or site permits are issued for each affected historic resource.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
photography shall be used. The scope of the digital photographs shall be reviewed by Planning Department Preservation staff for concurrence, and all digital photography shall be conducted according to the latest National Park Service (NPS) standards. The photography shall be undertaken by a qualified professional with demonstrated experience in HABS photography. Photograph views for the data set shall include: – contextual views; – views of each side of the building and interior views, where possible; – oblique views of the building; and – detail views of character-defining features, including features on the interior. All views shall be referenced on a photographic key. This photographic key shall be on a map of the property and shall show the photograph number with an arrow to indicate the direction of the view. Historic photographs shall also be collected, reproduced, and included in the data set. • **HABS/HALS Historical Report.** A written historical narrative and report shall be provided in accordance with the HABS Historical Report Guidelines. In addition, video recordation shall be undertaken before demolition or site permits are issued. The project sponsor shall undertake video documentation of the affected historical resource and its setting. The documentation shall be conducted by a professional videographer, one with experience recording architectural resources. The documentation shall be narrated by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate) set forth by the Secretary of the Interior's Professional Qualification Standards (36 Code of Federal Regulations Part 61). The documentation shall include as much information as possible—using visuals in combination with narration—about the materials, construction methods, current condition, historic use, and historic context of the historical resource. Archival copies of the video documentation shall be submitted to the Planning Department, and to repositories including but not limited to the San Francisco Public Library, the Northwest Information Center of the California Historical Information Resource System, and the California Historical Society. Further, a Print-on-Demand softcover book shall be produced that includes the content from the historical report, historical photographs, HABS/HALS photography, measured drawings, and field notes. The Print-on-Demand book shall be made available to the public for distribution. The project sponsor shall transmit such documentation to the History Room of the San Francisco Public Library, San Francisco Architectural Heritage, the				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Planning Department, the San Francisco Maritime National Historic Park, and the Northwest Information Center. The HABS/HALS documentation scope will determine the requested documentation type for each facility, and the projects sponsors will conduct outreach to identify other interested groups. All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.				
Mitigation Measure M-CR-1c: Develop and Implement an Interpretative Plan The project sponsors shall facilitate the development of an interpretive program focused on the history and environmental setting of each historical resource identified on the project site. This program shall be initially outlined in an interpretive plan subject to review and approval by the Planning Department. The interpretative program shall include but not be limited to the installation of permanent on-site interpretive displays or screens in publicly accessible locations. The plan shall include the proposed format and location of the interpretive content, as well as high-quality graphics and written narratives to be incorporated. Historical photographs, including some of the large-format photographs required by Mitigation Measure M-CR-1b, may be used to illustrate the history. Salvaged materials as required by Mitigation Measure M-CR-1a should also contribute to the interpretative program. The interpretative program should also coordinate with other interpretative displays currently proposed along the Bay, specifically those that focus on shipbuilding at Potrero Point to the north. The interpretative program should also coordinate with maritime or other relevant interpretation programs in San Francisco, such as the San Francisco Maritime National Historic Park and its sailing program that includes the 1891 scow schooner Alma. The interpretative plan should also explore contributing to digital platforms that are publicly accessible, such as the History Pin website or an iPhone application. The primary goal is to educate visitors about the property's historical themes, associations, and lost contributing features within broader historical, social, and physical landscape contexts.	Project sponsors/ qualified architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued for each project sponsor.	Interpretive plan shall be subject to review and approval by the Planning Department.	Considered complete after the interpretive program has been installed and approved by the Planning Department.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-1d: Retain the Boatyard Office Building If feasible, character-defining features of the Boatyard Office building shall be retained by RPD in order to ensure that the building remains a significant feature of the cultural landscape. This would include retention of a portion of the roof form, wood frame structure, and wood cladding so that the massing of the building is still expressed. For example, this may include retention of an open-frame or partially open-frame roof structure with wide eaves supported by a wood frame structure with a portion of the structure clad in retained or replaced-in-kind wood cladding. If possible, the porthole openings on the southeast and southwest façade shall be retained. The amount of the wood cladding and roof structure to be retained will depend upon additional condition assessments of the building, public safety concerns, seismic requirements, visibility and sight lines in relation to park design, and RPD programming.	Project sponsor for the 900 Innes property/ qualified structural engineer and/or architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued.	Planning Department to monitor RPD and project contractor compliance.	Considered complete after construction activities have ended.
Mitigation Measure M-CR-1e: Vibration Protection Plan Where construction activity involving pile driving and other heavy equipment and vehicles would occur in proximity to any historical resources, the project sponsors shall undertake a monitoring program to minimize damage to adjacent historic buildings and to ensure that any such damage is documented and repaired. The monitoring program, which shall apply within 150 feet where pile driving would be used and within 35 feet of other heavy equipment operation, shall include the following components: Prior to the start of any ground-disturbing activity, the project sponsors shall engage a historic architect or qualified historic preservation professional to undertake a pre-construction survey of historical resource(s) identified by the San Francisco Planning Department within 150 feet of planned construction to document and photograph the buildings' existing conditions. The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff. The qualified consultant shall submit an existing conditions documentation scope and vibration monitoring plan to San Francisco Planning Department Preservation staff for review and approval. Based on the construction and condition of the resource(s), a structural engineer or other qualified entity shall establish a maximum vibration level that shall not be exceeded at each historical resource, based on existing	Project sponsors/ qualified acoustical/ vibration consultant at the direction of the Planning Department Preservation staff.	Before demolition or site permits are issued and during construction.	The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff.	Considered complete as to each project sponsor after construction activities for the applicable Project Sponsor have ended and the final monitoring report has been submitted.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
conditions, character-defining features, soils conditions and anticipated construction practices in use at the time (0.12 inch per second, peak particle velocity [PPV], consistent with Federal Transit Administration guidance). To ensure that vibration levels do not exceed the established standard, a qualified acoustical/vibration consultant shall monitor vibration levels at each historical resource within 150 feet of planned construction and shall prohibit vibratory construction activities that generate vibration levels in excess of the standard. Should vibration levels be observed in excess of the standard, construction shall be halted and alternative construction techniques put in practice. (For example, pre-drilled piles could be substituted for driven piles, if soil conditions allow; smaller, lighter equipment could possibly also be used in some cases.) The consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site. Should damage to a historical resource occur as a result of ground-disturbing activity on the site, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity on the site.				
Mitigation Measure M-CR-2a: Undertake an Archeological Testing Program Based on the results of the archeological investigation completed for the proposed project and variant, the remains of two ships, the *Bay City* and the *Caroline*, occur within the study area. Both sets of remains are contributing elements to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape. The proposed Marineway would cross over the identified remains of the *Caroline,* and the viewing platform would be placed over the remains of the *Bay City*. The foundation system of the Marineway and viewing platform have not been fully developed, but the potential exists for piles required for the structure to be driven through the buried vessels. There is also a reasonable presumption that additional archeological resources beyond the remains of the *Bay City* and *Caroline* may be present in the study area. Such currently undiscovered resources could include other ship hulks associated with the Hunters Point Ship Graveyard (which in turn would be contributing elements to the vernacular cultural landscape) and both prehistoric and historic-period archeological sites. As such, the following measures shall be undertaken to avoid any significant adverse effect from the proposed project or variant on buried archeological resources. The project sponsors shall retain the services of an archeological consultant from	Project sponsors/ qualified archeological consultant at the direction of the ERO.	Prior to the issuance of site permits and initiation of construction, during construction, and after the conclusion of all construction activities.	The ERO to review and approve an archeological testing plan and a final archeological resources report.	The ERO to review and approve an archeological testing plan for the applicable project site before the start of construction. Depending on the findings of the archeological testing program, intermittent reports may be submitted by the qualified archeological consultant for each phase of construction within the applicable project site. The final archeological resources report will be submitted after the conclusion of all construction activities.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the rotational Qualified Archeological Consultants List (QACL), maintained by the Planning Department's archeologist. The project sponsors shall contact the Planning Department archeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program, if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO. Archeological monitoring and/or data recovery programs required by this measure could suspend project construction for up to 4 weeks. At the direction of the ERO, the suspension of construction can be extended beyond 4 weeks only if such a suspension is the only feasible means to reduce the potential effects on a significant archeological resource, as defined in State CEQA Guidelines Sections 15064.5(a) and 15064.5(c), to less than significant with mitigation. **Consultation with Descendant Communities.** Upon discovery of an archeological site associated with Native Americans, the overseas Chinese, or other potentially interested descendant groups, an appropriate representative of the descendant group and the ERO shall be contacted. The descendant group's representative shall be given the opportunity to monitor archeological field investigations of the site and to consult with the ERO regarding appropriate archeological treatment of the site, data recovered from the site, and if applicable, any interpretative treatment of the associated archeological site. A copy of the final archeological resources report shall be provided to the representative of the descendant group. **Archeological Testing Plan.** The archeological consultant shall prepare and submit to the ERO for review and approval an archeological testing plan (ATP). The archeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archeological resource(s) that could be adversely affected by the proposed project or variant, the testing method to be used, and the locations recommended for testing. The purpose of the archeological testing program shall be to determine the presence or absence of archeological resources to the extent possible, and to identify and evaluate whether any archeological resource encountered on the site constitutes a historical resource under CEQA.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the ERO. If the archeological consultant finds, based on the archeological testing program, that significant archeological resources may be present, the ERO acting in consultation with the archeological consultant shall determine whether additional measures are warranted. Additional measures that may be undertaken include further archeological testing, archeological monitoring, and/or an archeological data recovery program. If the ERO determines that a significant archeological resource is present and that the proposed project or variant could adversely affect the resource, then one of the following measures shall be implemented, at the discretion of the project sponsors, depending on the location of the resource: • The proposed project or variant shall be redesigned to avoid any adverse effect on the significant archeological resource. OR • A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater significance for interpretation than for research and that interpretive use of the resource is feasible. **Archeological Monitoring Program**. If the ERO acting in consultation with the archeological consultant determines that an archeological monitoring program (AMP) shall be implemented, the archeological monitoring program shall include the following provisions, at a minimum: • The archeological consultant, the project sponsors (depending on the location of the resource and/or area of concern), and the ERO shall meet and consult on the scope of the archeological monitoring program a reasonable amount of time before the start of any project-related soil-disturbing activities. The ERO, in consultation with the archeological consultant, shall determine which project activities shall be subject to archeological monitoring. A single AMP or multiple AMPs may be produced to be consistent with project phasing. In most cases, any soil-disturbing activities, such as demolition, foundation removal, excavation, grading, installation of utilities, foundation work, pile driving (e.g., foundation, shoring), and site remediation, shall require archeological monitoring because of the risk these activities pose to potential archeological resources and their depositional context. • The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), shall explain how to identify evidence of the expected resource(s), and shall identify the appropriate protocol in case of the apparent discovery of an archeological resource.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits. • The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis. • If an intact archeological deposit is encountered, all soil-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition, excavation, pile driving, and other construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (e.g., foundation, shoring) the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archeological consultant shall immediately notify the ERO of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO. Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO. Intermittent reports shall be submitted for each phase of construction. **Archeological Data Recovery Program**. The archeological data recovery program shall be conducted in accordance with an archeological data recovery plan (ADRP). The archeological consultant, project sponsors (dependent on location of resource requiring implementation of this mitigation measure), and ERO shall meet and agree regarding the scope of the ADRP before preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO for each phase of construction or for the overall construction effort. The ADRP shall identify how the proposed data recovery program would preserve the significant information the archeological resource is expected to contain. That is, the ADRP shall identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, will be limited to the portions of the historical property that can be adversely affected by the proposed project or				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
variant. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical. The scope of the ADRP shall include: • descriptions of proposed field strategies, procedures, and operations; • a description of the selected cataloguing system and artifact analysis procedures; • a description of and rationale for field and post-field discard and deaccession policies; • consideration of an on-site/off-site public interpretive program during the course of the ADRP; • recommended security measures to protect the archeological resource from vandalism, looting, and unintentionally damaging activities; • a description of the proposed report format and distribution of results; and • a description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. **Final Archeological Resources Report**. The archeological consultant shall submit a draft final archeological resources report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. The FARR will be submitted after the conclusion of all construction activities that are required for the entire project. Information that can put any archeological resource at risk shall be provided in a separate removable insert within the final report. Once approved by the ERO, copies of the FARR shall be distributed as follows: • The Northwest Information Center shall receive one copy. • The ERO shall receive a copy of the transmittal of the FARR to the Northwest Information Center. • The Environmental Planning division of the Planning Department shall receive one bound, one unbound, and one unlocked searchable PDF copy on CD of the FARR, along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the NRHP/CRHR. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-3a: Implement Legally Required Measures in the Event of Inadvertent Discovery of Human Remains The following measures shall be implemented in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and the ERO, and in the event of the Coroner's determination that the human remains are Native American remains, notification of the Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archeological consultant, project sponsors, ERO, and MLD shall have up to but not beyond 6 days of discovery to make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (State CEQA Guidelines Section 15064.5([d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept recommendations of an MLD. The archeological consultant shall retain possession of any Native American human remains and associated or unassociated burial objects until completion of any scientific analyses of the human remains or objects as specified in the treatment agreement if such as agreement has been made or, otherwise, as determined by the archeological consultant and the ERO.	Project sponsors/ construction contractor/ archeological consultant, at the direction of the ERO.	During construction in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials.	The Planning Department to monitor sponsor and contractor compliance.	In the event of the discovery of human remains and associated burial-related cultural materials, considered complete after reburial or permanent disposition of any discovered human remains and burial-related cultural materials and approval of the final archeological resources report.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-4a: Implement Tribal Cultural Resources Interpretive Program If the ERO determines that preservation in place of the tribal cultural resource pursuant to Mitigation Measure M-CR-2a, "Undertake an Archeological Testing Program," is both feasible and effective, then the archeological consultant shall prepare an archeological resource preservation plan (ARPP). Implementation of the approved ARPP by the archeological consultant shall be required when feasible. If the ERO determines that preservation in place of the tribal cultural resource is not a sufficient or feasible option, then the project sponsors shall implement an interpretive program of the tribal cultural resource in consultation with affiliated Native American tribal representatives. An interpretive plan produced in consultation with affiliated Native American tribal representatives, at a minimum, and approved by the ERO would be required to guide the interpretive program. The plan shall identify proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays.	Project Sponsors and qualified archeological consultant.	During construction.	Planning Department.	Considered complete after the archeological resource preservation plan or interpretive plan of the tribal cultural resource in consultation with affiliated Native American tribal representatives have been approved by the ERO and implementation of preservation or interpretive program.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Transportation and Circulation Mitigation Measures				
Mitigation Measure M-TR-3P: Implement Transit Capacity Improvements (Proposed Project) The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described below would mitigate the transit capacity impact of the proposed project to less than significant. • **Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point/Hunters Point Shipyard Phase II Transportation Plan is in Operation** The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O'Shaughnessy for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O'Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. This increased frequency is set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors' funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the proposed project, all transit trips generated at the project site result from the proposed development at the 700 Innes property. Under Option 1, the increased frequency on the 44 O'Shaughnessy would result in increased passenger capacity along the route (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold. Mitigation Measure M-TR-3P, Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.	Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)	Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour). Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the	SFMTA (Option 1) or project sponsor of the 700 Innes property (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.	Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• **Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART. A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan's transit service improvements are in place. If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni route is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors for the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni route. Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the proposed project above the 85 percent utilization threshold, with a 20 percent contingency factor. Mitigation Measure M-TR-3P, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.		significant impact (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour)		

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-TR-3V: Implement Transit Capacity Improvements (Variant) The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described would mitigate the transit capacity impact of the variant to less than significant. • **Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O'Shaughnessy and 48 Quintara–24th Street (which will replace the 19 Polk's route along Evans Avenue, Hunters Point Boulevard, and Innes Avenue) for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O'Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. The frequency of the 48 Quintara–24th Street shall be increased from every 15 minutes to every 10 minutes during both the a.m. and p.m. peak periods. These increased frequencies are set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors' funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the variant, all transit trips generated at the project site result from the proposed development at the 700 Innes property. Under Option 1, the increased frequency on the 44 O'Shaughnessy and 48 Quintara–24th Street would result in increased passenger capacity along these routes (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold. Mitigation Measure M-TR-3V, Option 1 would be implemented prior to the issuance of building permits for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit	Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)	Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour). Option 2 would be implemented prior to the issuance of the Temporary	SFMTA (Option 1) or project sponsor of 700 Innes property (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.	Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction. • **Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required,, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART. A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan's transit service improvements are in place. If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni routes is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors of the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni routes. Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the variant above the 85 percent utilization threshold, with a 20 percent contingency factor.		Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour)		

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-TR-3V, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.				
Mitigation Measure M-TR-8V: Implement Passenger Loading Strategies for the School (Variant) Once school enrollment reaches 22 students, the school proposed for the 700 Innes property under the variant shall provide and enforce a pick-up/drop-off plan subject to review and approval by SFMTA to minimize disruptions to traffic, bicycle, and pedestrian circulation associated with school pick-up/drop-off activities and ensure safety for all modes. This plan shall include elements such as the size and location of loading zone(s), parking monitors, staggered drop-offs, a number system for cars, one-way circulation, encouragement of carpools/ride-sharing, and a safety education program. The safety education program shall be targeted at school students, guardians, and staff, as well as residents and businesses near the school site. Informational materials targeted to guardians and nearby residents and employees shall focus on the importance of vehicular safety, locations of school crossings, and school zone speed limits and hours.	Project sponsor for 700 Innes property and school administrator.	Once school enrollment reaches 22 students, the project sponsors and school administrator are required to submit a pick-up/drop-off plan to SFMTA for approval.	School administrator and SFMTA.	Plan is required once school enrollment reaches 22 students and is deemed complete once the plan is approved by SFMTA and the plan is implemented and enforced.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-C-TR-2: Implement Transit-Only Lanes SFMTA shall convert one of the two travel lanes in each direction of the Evans Avenue–Hunters Point Boulevard–Innes Avenue–Donohue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/ Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections. The transit-only lanes would be located in the curbside lanes, similar to those identified for Evans Avenue between Third Street and Jennings Street as part of the CPHPS EIR, and would improve bus travel speed and travel time reliability along the corridor. The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first. The SFMTA shall monitor transit service and travel time along the corridor to assess when this threshold is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA. The project sponsors' fair-share portion of this cumulative mitigation measure under either the proposed project or the variant shall be based on the relative proportion of vehicle-trips contributed by the proposed project or the variant to cumulative traffic conditions such that mitigation would be needed. In this case, the fair share was determined by calculating the ratio of the total trips added by the project at the three study intersections adjacent to the 700 Innes property to the sum of eastbound and westbound through traffic without the project. Since the impact would occur during both the weekday a.m. and p.m. peak periods, the higher of the ratios for each individual peak period was conservatively selected to determine the fair-share contribution. This fair-share contribution would be 38 percent for the proposed project and 50 percent for the variant. Responsibility among the project sponsors for the four properties would then be further subdivided based on the relative proportion of vehicle-trips generated by each of the four properties. In this case, 1 percent of the vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property.	SFMTA	The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first.	SFMTA	The SFMTA shall monitor transit service and travel time along the corridor to assess when the threshold in M-C-TR-2 is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Noise Mitigation Measures				
Mitigation Measure M-NO-2a: Implement Noise Control Measures during Project Construction The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures at all project site properties during construction: • Power construction equipment shall be equipped with best available state-of-the-art noise-shielding and muffling devices. All equipment shall be properly maintained to prevent the generation of additional noise attributable to worn or improperly maintained parts. • Stationary-source construction equipment that may have a flexible location on-site (e.g., generators and compressors) shall be located to maintain the greatest feasible distance from sensitive land uses, and unnecessary idling of equipment shall be prohibited. • Where construction activities are to occur within 100 feet of a noise-sensitive receptor, either an existing off-site receptor or a future on-site receptor, a temporary noise barrier that will break the line of sight between the construction equipment and the sensitive receptor shall be placed to provide a minimum of 3-5 dBA noise reduction at the exterior of the noise-sensitive receptor.	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.
Mitigation Measure M-NO-2b: Implement Noise Control Measures for Pile Driving The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures for pile driving at all project site properties during construction: • When pile driving is to occur within 600 feet of a noise-sensitive receptor (e.g., residential use), alternative quiet-pile driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible (based on soil/strata and other conditions as reviewed by and approved by the project engineer). Alternative quiet-pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled-displacement. At the noise-sensitive receptor, noise from non-impact type pile-driving methodology shall not exceed an hourly L_{eq} equal to the applicable ambient + 10 dBA standard. • When applied within 600 feet of a noise-sensitive receptor (e.g., residential use), impact-type pile driving equipment shall be properly fitted with an intake and exhaust muffler and a sound-attenuating shroud, as specified by	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the manufacturer. The net effect of these noise control and sound-attenuating measures, which can also include a temporary sound barrier, shall provide sufficient noise reduction, relative to a non-shrouded operating impact pile-driving process, so that hourly L_{eq} noise from the pile-driving equipment at the noise-sensitive receptor does not exceed the applicable ambient + 10 dBA standard.				
Mitigation Measure M-NO-3: Design Future Noise-Generating Uses near Residential Uses to Minimize the Potential for Noise Conflicts Future noise-generating land uses shall be designed to minimize the potential for sleep disturbance at any future nearby residential uses (700 Innes) or existing nearby offsite residential receptors. Design approaches such as the following could be incorporated into future development plans for future noise-generating land uses to minimize the potential for noise conflicts from such uses with on-site sensitive receptors. • **Design of Future Noise-Generating Uses.** To reduce potential conflicts between sensitive receptors and new noise-generating land uses located adjacent or nearby to these receptors, exterior facilities such as loading areas/docks, trash enclosures, and surface parking lots shall be located on the sides of buildings facing away from existing or planned sensitive receptors (residences). If this is not feasible, these types of facilities shall be enclosed or equipped with appropriate noise shielding. • **Stationary Equipment Noise Controls.** Noise attenuation measures shall be incorporated into all stationary equipment (including HVAC equipment, and emergency generators if present) installed on all buildings that include such stationary equipment. These noise attenuation measures shall be incorporated as necessary to meet noise limits specified in Section 2909 of the Police Code. Interior noise limits shall be met under both existing and future noise conditions, accounting for foreseeable changes in noise conditions in the future (i.e., changes in on-site building configurations). Noise attenuation measures can include providing sound enclosures/barriers, adding roof parapets to block noise, increasing setback distances from sensitive receptors, providing louvered vent openings, locating vent openings away from adjacent commercial uses, and restricting generator testing to the daytime hours.	Project sponsors and construction contractor.	Prior to the issuance of a building permit for each commercial/office building.	Planning Department	Considered complete after submittal and approval of construction plans by the Planning Department.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-NO-6: Implement Vibration Mitigation Measure for Pile Driving The project sponsor shall implement the following vibration control measure for pile driving during project construction: • When pile driving is to occur within 150 feet of a noise-sensitive receptor (e.g., residential use), alternative low-vibration driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible, based on soil/strata and other conditions as reviewed by and approved by the project engineer. Alternative pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled displacement. • If the receiving land use is a historic structure, the project sponsor shall implement vibration monitoring during the vibration-causing process and/or equipment to ensure that measured levels (e.g., vibration velocity) at the receptor are compliant with the 0.12 in/sec peak particle velocity (PPV) standard. If measured vibration levels are found to exceed this standard, the process shall be suspended to assess the occurrence of damage and implement vibration isolation enhancements (e.g., trenches, shoring, etc.) as deemed necessary to enable compliant vibration levels upon resumption of activity. If damage to a building(s) occurs, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity.	Project sponsors/ project engineer/ construction contractor, and Planning Department.	Prior to pile-driving activities on the 900 Innes property, India Basin Open Space, and 700 Innes properties.	Planning Department	Considered complete after the completion of all pile-driving activities.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Air Quality Mitigation Measures				
Mitigation Measure M-AQ-1a: Minimize Off-Road Construction Equipment Emissions The project sponsors shall comply with the following requirements: A. **Construction Emissions Minimization Plan.** Before a construction permit is issued for each project phase or property, as applicable, the project sponsors shall submit construction emissions minimization plans to the Environmental Review Officer (ERO) or the ERO's designated representative for review and approval. The construction emissions minimization plans shall detail compliance with the following requirements: (1) All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements: a) Where access to alternative sources of power is reasonably available, portable diesel engines shall be prohibited. b) Where portable diesel engines are required because alternative sources of power are not reasonably available, all off-road equipment shall have engines that meet either EPA or ARB Tier 4 Final off-road emission standards. If engines that comply with Tier 4 Final off-road emission standards are not commercially available, then the project sponsor shall provide the next cleanest piece of off-road equipment as provided by the step-down schedules in Table M-AQ-1a-1. i. For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 Final engines taking into consideration factors such as (i) critical-path timing of construction; (ii) geographic proximity to the project site of equipment; and (iii) geographic proximity of access to off-haul deposit sites. ii. The project sponsor shall maintain records concerning its efforts to comply with this requirement.	Project sponsors and ERO or ERO's designated representative.	The construction emissions minimization plan shall be submitted and approved before a construction permit is issued for each project phase or property.	The Planning Department, ERO, or the ERO's designated representative for review and approval.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule

TABLE M-AQ-1a-1
OFF-ROAD EQUIPMENT COMPLIANCE STEP-DOWN SCHEDULE

Compliance Alternative	*Engine Emissions Standard*	*Emissions Control*
1	*Tier 4 Interim*	*N/A*
2	*Tier 3*	*ARB Level 3 VDECS*
3	*Tier 2*	*ARB Level 3 VDECS*

How to use the table: If the requirements of (A)(1)(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met, etc.

(2) The project sponsor shall require in its construction contracts that the idling time for off-road and on-road equipment be limited to no more than 2 minutes, except as provided in exceptions to the applicable State regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, and Chinese) in designated queuing areas and at the construction site to remind operators of the 2-minute idling limit.

(3) The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.

(4) The construction emissions minimization plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include but are not

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
limited to equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used. (5) The project sponsor shall keep the construction emissions minimization plan available for public review on-site during working hours. The project sponsor shall post at the perimeter of the project site a legible and visible sign summarizing the requirements of the plan. The sign shall also state that the public may ask to inspect the construction emissions minimization plan at any time during working hours, and shall explain how to request inspection of the plan. Signs shall be posted on all sides of the construction site that face a public right-of-way. The project sponsor shall provide copies of the construction emissions minimization plan to members of the public as requested. **B. Reporting.** Quarterly reports shall be submitted to the ERO or the ERO's designated representative indicating the construction phase and off-road equipment information used during each phase, including the information required in A(4). (1) Within 6 months of the completion of construction activities, the project sponsor shall submit to the ERO or the ERO's designated representative a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4). **C. Certification Statement and On-site Requirements.** Before the start of construction activities, the project sponsor must certify that it is in compliance with the construction emissions minimization plan, and that all applicable requirements of the plan have been incorporated into contract specifications.				

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1b: Minimize On-Road Construction Equipment Emissions The project sponsors shall include in all construction contracts a requirement for construction contractors to implement the following measures to reduce construction haul truck emissions, to the extent commercially available (taking into consideration such factors as critical-path timing and geographic proximity). **A. Engine Requirements** 1) All on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used in connection with the project site (such as haul trucks, water trucks, dump trucks, and concrete trucks) shall be model year 2010 or newer, where feasible in light of commercial availability. **B. Construction Emissions Minimization Plan.** As part of the construction emissions minimization plan identified above in Mitigation Measure M-AQ-1a, Section A, the construction contract shall state, in reasonable detail, how the contractor shall meet the requirements of Section A. 1) The construction emissions minimization plan shall include the model year of the heavy-duty trucks with a gross vehicle weight rating of 19,500 pounds or greater and estimates of the expected fuel usage (or miles traveled or hours of operation, as relevant) for the on-road haul truck fleet. For on-road trucks using alternative fuels, the description shall also specify the type of alternative fuel being used. 2) See Mitigation Measure M-AQ-1a, Section A, Part 5. **C. Reporting.** See Mitigation Measure M-AQ-1a, Section B. **D. Monitoring.** See Mitigation Measure M-AQ-1a, Section C.	Project sponsors, construction contractors, and ERO or ERO's designated representative.	Prior to the issuance of building permits and on-going during construction.	Planning Department.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1c: Utilize Best Available Control Technology for In-Water Construction Equipment The project sponsors shall include in construction contracts a requirement to implement the following measures to reduce emissions from in-water equipment: A. **Engine Requirements** 1) The construction barge shall have engines that meet or exceed EPA marine engine Tier 3 emissions standards, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). 2) The project sponsors shall also ensure that the construction work boat engines shall be model year 2005 or newer or meet NO_X and PM emissions standards for that model year, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). **B. Construction Emissions Minimization Plan.** As part of the construction emissions minimization plan identified above under Mitigation Measure M-AQ-1a, Section A, the contractor shall state, in reasonable detail, how the contractor shall meet the requirements of Section A. 1) The construction emissions minimization plan shall include estimates of the construction timeline by phase, with a description of how each piece of in-water equipment (e.g., barge engines, work boats) required for every construction phase will comply with the engine requirements stated above. The plan shall also include expected fuel usage and hours of operation for in-water equipment. For in-water equipment using alternative fuels, the description shall also specify the type of alternative fuel being used. 2) See Mitigation Measure M-AQ-1a, Section A, Part 5. **C. Reporting.** See Mitigation Measure M-AQ-1a, Section B. **D. Monitoring.** See Mitigation Measure M-AQ-1a, Section C.	Project sponsors, construction contractors, and ERO or ERO's designated representative.	Prior to the issuance of building permits and on-going during construction.	Planning Department.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1d: Offset Emissions for Construction and Operational Ozone Precursor (NOx and ROG) Emissions Before the first construction permit is issued, the project sponsors, with oversight of the ERO or the ERO's designated representative, shall implement one of the following measures: (1) Directly fund or implement specific emissions offset project(s) within the SFBAAB to achieve the one-time reduction of 6 tons of ozone precursor emissions. This amount is intended to offset the maximum emissions year during construction or operations (or overlapping construction and operations) that would exceed the 10 tons per year thresholds for each NOx and ROG, which would occur during operations of the fully built project. Specifically, the worst-case mitigated operational emissions are associated with the variant and are estimated at 11.96 tons per year of ROG emissions and 14 tons per year of NOx emissions, which would exceed the 10-tons NOx and ROG annual thresholds by 1.96 tons and 4 tons, respectively. Thus, the combined ozone precursor emissions (NOx and ROG) would exceed the annual 10-tons threshold in total by 5.96 tons and requires an offset of 6 tons of NOx and ROG emissions. To qualify under this mitigation measure, the specific offset project(s) shall result in 6 tons of NOx and ROG emissions reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements. Preferred offset project(s) are implemented locally within the City and County of San Francisco. Before implementation of the offset project(s), the project sponsors shall obtain the ERO's approval of the offset project(s) by providing documentation of the associated estimated reduction amount of NO_X and ROG emissions (in tons per year) within the SFBAAB. The project sponsors shall also notify the ERO within 6 months of completion of the offset project(s) for verification. or (2) Pay a one-time mitigation emissions offset fee to the BAAQMD Bay Area Clean Air Foundation to fund BAAQMD's reduction effort in the SFBAAB of 6 tons of ozone precursor emissions. Specifically, the worst-case mitigation offset fee is associated with the variant offset amount of 6 annual tons of combined NO_X and ROG emissions and will be at a cost per ton consistent with Appendix G of the Carl Moyer grant guidelines in effect at the date of the first construction permit issuance . This fee is currently estimated to be $30,000 per weighted ton per year of ozone precursor emissions (plus a 5 percent administrative fee). The mitigation offset fee shall fund one or more emissions reduction projects within the SFBAAB.	Project sponsors and the ERO or the ERO's designated representative.	Prior to the issuance of the first construction permit.	Planning Department, ERO, or the ERO's designated representative.	Considered complete once the project sponsors notify the ERO within 6 months of completion of the offset project(s) for verification, or after the project sponsors provide documentation of offset fee payment to the ERO.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
This one-time fee is intended to fund reduction project(s) for purposes of offsetting the estimated annual tonnage of combined construction and operational emissions under the variant buildout scenario, which is conservatively assumed to occur in 2022. The project sponsors shall also provide documentation of offset fee payment to the ERO. Acceptance of this fee by BAAQMD shall serve as acknowledgment and a commitment by BAAQMD to one or more emissions reduction project(s) within one year of receipt of the mitigation fee to achieve the emissions reduction objectives specified above. BAAQMD shall provide documentation to the ERO and to the project sponsors describing the emission reduction project(s) funded by the mitigation fee, including the amount of emissions of ROG and NO_X reduced (in tons per year) within the SFBAAB from the emissions reduction project(s). If any portion of the mitigation offset fee remains unspent after implementation of the emission reduction project(s), the project sponsors shall be entitled to a refund in that amount from BAAQMD. To qualify under this mitigation measure, the specific emissions reduction project(s) shall result in emission reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements. If the project sponsors commit to the land use assumptions consistent with the proposed project (rather than with the variant) for the term of the development agreement, the one-time reduction of 6 tons of ozone precursor emissions listed above under (1) and (2) shall be reduced to a one-time reduction of 3 tons of ozone precursor emissions. This 3 tons reduction amount is intended to offset the maximum emissions year conservatively assumed to occur during the second year of proposed project construction in 2019. Specifically, the mitigated construction related NOx emissions for the proposed project are estimated at 12.60 tons, which would exceed the 10-tons threshold by 2.6 tons and require an offset of 3 tons of NOx.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators To reduce operational NO_X and PM emissions under the proposed project or variant, the project sponsors, as applicable, shall require in applicable contracts that the operational backup diesel generators: (1) comply with ARB Airborne Toxic Control Measure emissions standards for model year 2008 or newer engines; and (2) meet or exceed one of the following emission standards for particulate matter: (A) Tier 4 final certified engine or (B) Tier 4 interim or Tier 3 certified engine that is equipped with an ARB Level 3 VDECS. A nonverified diesel emissions control strategy may be used if the filter has the same PM reduction as the identical ARB-verified model and BAAQMD approves of its use. The project sponsors, as applicable, shall submit documentation of compliance with the BAAQMD NSR permitting process (Regulation 2, Rule 2, and Regulation 2, Rule 5) and the emissions standard requirement of this measure to the Planning Department for review and approval before a permit for a backup diesel generator is issued by any City agency. Once operational, all diesel backup generators shall be maintained in good working order for the life of the equipment and any future replacement of the diesel backup generators shall be required to be consistent with these emissions specifications. The operator of the facility at which the generator is located shall maintain records of the testing schedule for each diesel backup generator for the life of that diesel backup generator. The facility operator shall provide this information for review to the Planning Department within 3 months of a request for such information.	Project sponsor and construction contractor.	Prior to issuance of a permit for each backup diesel generator.	Project sponsor shall submit documentation of compliance to the Planning Department for review and approval within 3 months of a request for such information.	Considered complete upon review and approval of documentation by Planning Department staff.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1f: Prepare and Implement Transportation Demand Management To reduce operational mobile source emissions, the project sponsors shall prepare and implement a transportation demand management (TDM) plan. The TDM plan shall have a goal of reducing estimated aggregate daily one-way vehicle trips associated with the 700 Innes and India Basin Open Space properties by at least 15 percent compared to the aggregate daily one-way vehicle trips identified in the project-related Transportation Impact Study dated July 2017 and the Supplement to the Transportation Impact Study, dated April 27, 2018, (together, the "Final Transportation Impact Study") and included in EIR Appendix D as calculated before the imposition of TDM measures. To ensure that this reduction goal could be reasonably achieved, the project sponsors shall have a TDM plan with a goal of reducing the daily one-way vehicle trips to and from the project site by 15 percent for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, relative to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the Final Transportation Impact Study as calculated before the imposition of TDM measure. The calculations shall use the baseline scenario trip generation rates contained in the Final Transportation Impact Study until the point at which SFMTA provides 1,000 passenger capacity per weekday PM peak hour along Innes Avenue, at which point the calculations shall use the Cumulative scenario trip rates in the Final Transportation Impact Study. There shall be a transportation management association that would be responsible for the administration, monitoring, and adjustment of the TDM plan. The project sponsors shall be responsible for monitoring implementation of the TDM plan and proposing adjustments to the plan if its goal is not being achieved, in accordance with the following provisions. The TDM plan may include but is not limited to the types of measures summarized below by way of example. Actual TDM measures selected should include those from the City's adopted TDM Program Standards, which describe the scope and applicability of candidate measures in detail and include: • **Active Transportation**: Streetscape improvements to encourage walking, secure bicycle parking, shower and locker facilities for cyclists, subsidized bikeshare memberships for project occupants, bicycle repair and maintenance services, and other bicycle-related services.	Project sponsors of 700 Innes and India Basin Open Space properties and transportation consultant to prepare the TDM Plan, which will be implemented by the TDM Coordinator and building management and will be binding on all development parcels within 700 Innes and India Basin Open Space properties.	TDM Coordinator and/or project sponsors to prepare TDM Plan and submit to Planning Department and SFMTA staff prior to approval of the site permit application for first building. The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building. The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant.	TDM Coordinator to submit the TDM Plan to Planning Department And SFMTA staff for review and approval. Transportation Coordinator to submit monitoring report per reporting periods to Planning Department staff and implement TDM Plan Adjustments (if required).	The TDM Plan is required for the duration of the proposed project or variant. Monitoring reports would be on-going during project buildout, or until eight consecutive reporting periods show that the fully-built project has met its reduction goals. If after eight reporting periods the sponsor achieves TDM Plan reduction goal, the eighth monitoring report can be deemed the final TDM Plan report. However, if the TDM Plan reductions cannot be met, the project sponsors can elect to pay an additional offset fee. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• **Car-Share**: Car-share parking spaces and subsidized memberships for project occupants. • **Delivery**: Amenities and services to support delivery of goods to project occupants. • **Family-Oriented Measures**: On-site childcare and other amenities to support the use of sustainable transportation modes by families. • **High-Occupancy Vehicles**: Carpooling/vanpooling incentives and shuttle bus service. • **Information and Communications**: Multimodal wayfinding signage, transportation information displays, and tailored transportation marketing services. • **Land Use**: On-site affordable housing and healthy food retail services in underserved areas. • **Parking**: Unbundled parking, short-term daily parking, parking cash-out offers, and reduced off-street parking supply. The TDM plan shall describe each measure, including the degree of implementation (e.g., how long will it be in place, how many tenants or visitors it will benefit, on which locations within the site it will be placed) and the population that each measure is intended to serve (e.g., residential tenants, retail visitors, employees of tenants, visitors). The TDM plan shall commit to monitoring of vehicle trips to and from the project site to determine the plan's effectiveness, as described in "TDM Plan Monitoring and Reporting" below. The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building. The TDM plan shall be submitted to the Planning Department for approval to ensure that components of the plan intended to meet the reduction target are shown in the plan and/or ready to be implemented upon the issuance of each certificate of occupancy. The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant. **TDM Plan Monitoring and Reporting**: The TDM Coordinator shall collect data, prepare monitoring reports, and submit them to the Planning Department. To ensure that the goal of reducing by at least 15 percent the aggregate daily one-way vehicle trips is reasonably achievable, the project sponsor shall				

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monitor daily one-way vehicle trips for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, and shall compare these vehicle trips to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the project's Final Transportation Impact Study. **Timing.** The TDM Coordinator shall collect monitoring data and shall begin submitting monitoring reports to the Planning Department 18 months after issuance of the first certificate of occupancy for buildings that are at least 75 percent occupied on the 700 Innes property that include off-street parking or the establishment of surface parking lots or garages. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until five consecutive reporting periods show that the fully built project has met the reduction goal. From that point on, monitoring data shall be submitted to the Planning Department once every three years. Each trip count and survey (see below for description) shall be completed within 30 days after the end of the applicable reporting period. Each monitoring report shall be completed within 90 days after the applicable reporting period. The timing of monitoring reports shall be modified so that a new monitoring report is submitted 12 months after adjustments are made to the TDM plan to meet the reduction goal, as may be required under the "TDM Plan Adjustments" heading, below. In addition, the Planning Department may modify the timing of monitoring reports as needed to consolidate this requirement with other monitoring and/or reporting requirements for the proposed project or variant, such as annual reporting under the proposed project's or variant's development agreement. **Term.** The project sponsors shall monitor, submit monitoring reports, and make plan adjustments until the earlier of: (i) the expiration of the development agreement, or (ii) the date the Planning Department determines that the reduction goal has been met for up to eight consecutive reporting periods. **Components:** The monitoring and reporting, including trip counts, surveys and travel demand information, shall include the following components or comparable alternative methodology and components, as approved, accepted or provided by Planning Department staff: (1) Trip Count and Intercept Survey: Provide a site-wide trip count and intercept survey of persons and vehicles arriving and leaving the project site for no less than two days during the reporting period between 6:00 a.m. and 8:00 p.m. One day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during one week				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
without federally recognized holidays, and another day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during another week without federally recognized holidays. The trip count and intercept survey shall be prepared by a qualified transportation or survey consultant, and the Planning Department shall approve the methodology prior to the Project Sponsors conducting the components of the trip count and intercept survey. The Planning Department anticipates it will have a standard trip count and intercept survey methodology developed and available to project sponsors at the time of data collection. (2) Travel Demand Information: The above trip count and survey information shall be able to provide the travel demand analysis characteristics (work and non-work trip counts, origins and destinations of trips to/from the project site, and modal split information), as outlined in the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review, October 2002, or subsequent updates in effect at the time of the survey. (3) Documentation of Plan Implementation: The TDM coordinator shall work in conjunction with the Planning Department to develop a survey (online or paper) that can be reasonably completed by the TDM coordinator and/or Transportation Management Association (TMA) staff members to document implementation of TDM program elements and other basic information during the reporting period. The project sponsors shall include this survey in the monitoring report submitted to the Planning Department. (4) Assistance and Confidentiality: The Planning Department will assist the TDM coordinator with questions regarding the components of the monitoring report and will assist the TDM coordinator in determining ways to protect the identity of individual survey responders. **TDM Plan Adjustments**. The project sponsors shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal. The TDM plan adjustments shall be made in consultation with Planning Department staff and may require refinements to existing measures (e.g., change to subsidies, increased bicycle parking), inclusion of new measures (e.g., a new technology), or removal of existing measures (e.g., measures shown to be ineffective or induce vehicle trips). If the Planning Department determines that the reduction goal has been met for eight consecutive reporting				

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periods, the TDM Plan in place at the time of the eighth consecutive successful reporting period shall be considered the final TDM Plan. If the monitoring results from three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, the TDM plan adjustments shall occur within 270 days after the last consecutive reporting period. The TDM plan adjustments shall occur until the monitoring results of three consecutive reporting periods demonstrate that the reduction goal is achieved. If after implementing TDM plan adjustments, the project sponsors have not met the reduction goal for up to eight consecutive reporting periods, as determined by the Planning Department, then the project sponsors may, at any time thereafter, elect to use another means to address the shortfall in meeting the TDM plan reduction target. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations. The anticipated shortfall shall be based on the shortfall that occurred in the most recently monitored year. Calculations of emissions to be offset shall be based on the total amount of emissions anticipated to be reduced by achieving the 15 percent TDM goal, adjusted for the actual percentage of aggregate daily one-way vehicle trip reduction achieved in the most recently monitored year. After paying this additional offset fee, the project sponsors shall continue to monitor, report and adjust their TDM Plan in accordance to this Mitigation Measure M-AQ-1f, to ensure that the shortfall from the reduction goal does not increase significantly over time for the duration of the term defined herein. At the end of that term, the project sponsors' monitoring, reporting, and adjusting obligations of MM-AQ-1f shall terminate, but the project sponsors shall continue to implement the final TDM Plan for the life of the project. The final TDM Plan shall be either a) the TDM Plan that met the reduction goal for eight consecutive reporting periods; or b) if the project sponsors have paid an additional offset fee, the TDM plan that achieved the highest reduction goal for any reporting period.				

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Wind Mitigation Measures				
Mitigation Measure M-WI-1a: Wind Impact Analysis and Mitigation for Buildings 100 Feet or Greater in Height During Partial Buildout With the goal of preventing a net increase in hazardous wind hours beyond those identified by prior wind tunnel testing conducted for this EIR during project construction, prior to obtaining a building permit for any project or variant building within the project site proposed to be at least 100 feet in height, the project sponsors shall undertake or cause their construction contractor(s) to undertake a wind impact analysis for such proposed building. a. The wind impact analysis shall be conducted by a qualified wind consultant approved by the Planning Department's Environmental Review Officer (ERO). The wind consultant shall review the proposed building design taking into account the building design and feasible mitigation required by Mitigation M-WI-1c. The wind consultant shall provide a qualitative analysis of whether the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR. The analysis shall compare the exposure, massing, and orientation of the proposed building to the same building in the representative massing models for the proposed project or variant. The comparison shall also analyze the potential wind impacts of the proposed building relative to existing conditions, those identified in the discussion of operational wind hazards, and to the City's wind hazard criterion. The existing conditions in this analysis shall be considered to include any existing buildings at the site, the as-built designs of all previously completed structures, and the then-current designs of approved but as-yet-unbuilt structures that would be completed by the time of occupancy of the subject building. b. If the qualified wind consultant determines that the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, but in the consultant's professional judgment, temporary measures would reduce such impact, the consultant shall notify the ERO and the building applicant. The consultant's professional judgment may be informed by the use of "desktop" analytical tools, such as computer tools relying on results of prior wind tunnel testing for the proposed project and other projects (i.e., "desktop" analysis does not include new wind tunnel testing). The analysis shall include consideration	Project sponsors, construction contractor, wind consultant, and Planning Department.	Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.	Planning Department, project sponsors, and wind consultant.	Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by mitigation measure M-WI-1a. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department for review and approval by the ERO, and this mitigation measure shall be considered complete upon the Planning Department and ERO's review and approval of the Wind Safety Plan.

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of wind location, duration, and speed of wind. The building applicant shall propose temporary measures to reduce wind hazards under partial build-out conditions to the extent feasible. Such temporary measures include but are not limited to the following measures: • At building corners, introduce hard landscaping such as localized porous/ solid screens, soft landscaping such as localized trees, or hedge plantings. • Install semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas. • Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. • Introduce temporary canopies and cabanas at outdoor seating areas. The wind consultant shall then reevaluate the building design(s) taking into account the temporary measures. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by this mitigation measure, no further review would be required.				
c. If the qualified wind consultant is unable to demonstrate that temporary measures would reduce wind hazard impacts under partial build-out conditions to less-than-significant levels, then wind tunnel testing or an equivalent method of quantitative evaluation shall be required. The proposed building shall be wind tunnel tested using a model that represents the proposed building in the context of existing partial build-out conditions. The testing shall include test points deemed appropriate by the consultant and agreed upon by the Planning Department to determine the wind performance of the building, such as building entrances and sidewalks. If the wind tunnel testing determines that the building's design, including temporary measures, would increase the hours of wind hazard or the extent of area subject to hazardous winds under partial build-out conditions beyond those identified for full build-out conditions by prior wind testing conducted for this EIR, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall propose feasible mitigation strategies including any of the above measures to reduce				

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wind hazards. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not create a net increase in hazardous wind hours or locations under partial build-out conditions beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, no further review would be required. d. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department and the ERO. The Wind Safety Plan shall include recommendations for site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. Site safety precautions can include, but not be limited to any of the following: • warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; and • identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds. The project sponsors shall ensure by conditions of approval for any construction activity, and the Planning Department shall ensure by conditions of approval for building permits and site permits, that the project sponsors and the subsequent building developer(s) cooperate to implement and maintain all measures and precautions identified by the wind consultant.				
Mitigation Measure M-WI-1b: Temporary Wind Reduction Measures during Construction For the active construction areas, the wind consultant may identify those construction sites that would be especially exposed to strong winds. The consultant may recommend construction site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. The objective of these precautions shall be to minimize risks and prevent injuries to workers and the public from stacked materials, such as shingles and sheets of plywood, that can be picked up and carried by strong winds, and from temporary signage, siding or roofing, or light structures that could be detached and carried by the wind. As part of construction site safety planning, the project sponsors shall require, as a condition of contracts, that contractors consider all potential wind-related risks to the public from their construction activities, and shall develop a safety	Project sponsors and construction contractor.	Wind safety plan would be prepared prior to issuance of grading, excavation, or demolition permits. The wind safety plan shall be in effect during construction activities and until the final certificate of occupancy is granted.	Planning Department.	Considered complete after the final certificate of occupancy for the last building is granted.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
plan to address and control all such risks related to their work. The safety plan could include but not be limited to measures such as: • warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; • identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds; and • installing semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas.				
Mitigation Measure M-WI-1c: Reduce Effects of Ground-Level Hazardous Winds through Ongoing Review In order to mitigate to the extent feasible new wind hazards created with full build-out under the proposed project or variant identified by prior wind testing, a wind impact analysis by a qualified wind consultant shall be required prior to building permit issuance for any building more than 100 feet tall. The purpose of this supplemental wind impact analysis would be to prevent the total duration of wind hazard exceedances across the project site from exceeding the total duration of wind hazard exceedances under full build-out conditions with the proposed project or variant determined in the Wind Tunnel Report, included in EIR Appendix H, based on the prior wind tunnel testing undertaken by BMT Fluid Mechanics (BMT). Based on the Wind Tunnel Report, the total number of wind hazard exceedance hours shall not exceed 767 hours. • The proposed building(s) shall be wind tunnel tested using a model that represents the current proposed building(s) defined as the building configurations assumed in the Wind Tunnel Report updated to reflect the design of any constructed buildings at the site and the as-built designs of all approved but yet unbuilt structures .The testing shall include the test points previously studied (see Table 3.9-1). If the wind tunnel testing determines that the building's design would increase the total duration of hazardous winds from the conditions identified in the Wind Tunnel Report, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall then propose feasible mitigation strategies, including any architectural features, to reduce the total duration of wind hazards. – At building corners, introduce hard landscaping such as localized porous/ solid screens, soft landscaping such as localized trees, or hedge plantings.	Project sponsors, construction contractor, wind consultant, and Planning Department.	Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.	Planning Department, project sponsors, and wind consultant.	Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not exceed the total number of wind hazard exceedance hours (767 hours) identified in prior wind tunnel testing conducted for the proposed project in the EIR.

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– Introduce canopies along building façades at the pedestrian level. – Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. – Introduce parapets, canopies, and cabanas at outdoor seating areas. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not increase the total duration of hazardous winds identified in prior wind tunnel testing conducted for this EIR, no further design modifications would be required. • If the wind consultant determines that even after the modifications of the design that the building(s) would result in greater than 767 wind hazard exceedance hours, the wind consultant shall work with the project sponsors, architect, and/or landscape architect to identify specific additional feasible measures that may include landscaping features and street furniture that would reduce the total duration of wind hazards to the extent feasible. The ability of the design alterations to reduce the wind hazard to the extent feasible shall be demonstrated by subsequent wind tunnel testing of the modified design and landscaping that compares the modified building design and landscaping to the wind hazard exceedance hours of 767 hours for the proposed project, no further review is required.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Biological Resources Mitigation Measures				
Mitigation Measure M-BI-1a: Prepare and Implement a Hydroacoustic Monitoring Program for Special-Status Fish and Marine Mammals Before the start of construction, the project sponsors shall prepare a hydroacoustic monitoring plan and obtain approval from NMFS. The plan shall be provided to NMFS for review and approval before construction. The plan shall provide details regarding the estimated underwater sound levels expected, sound attenuation methods, methods used to monitor and verify sound levels during pile-driving activities, and management practices to be taken to reduce pile-driving sound in the marine environment to below NMFS thresholds for injury to fish, as feasible, and below NMFS thresholds for marine mammals. The plan shall include but not be limited to the following measures for special-status fish: • All steel pilings shall be installed with a vibratory pile driver to the deepest depth practicable. An impact pile driver may be used only where necessary to complete installation of the steel pilings, in accordance with seismic safety or other engineering criteria. • The smallest pile driver and minimum force necessary shall be used to complete the work. • The hammer shall be cushioned using a 12-inch-thick wood block during all impact hammer pile-driving operations to the extent feasible. • A bubble-curtain, air barrier, or similar technology shall be employed during all impact pile-driving activities. • A "soft start"[1] technique shall be employed upon initial pile-driving activities every day to allow fish an opportunity to vacate the area. • During impact pile driving, the contractor shall limit the number of strikes per day to the minimum necessary to complete the work. • No pile driving shall occur at night. • During impact pile driving, a qualified fish biologist shall monitor the project site for fish that exhibit signs of distress. If fish are observed rising to the surface, work shall be halted by the biologist, and the cumulative SEL up to	Project sponsors, with direction from NMFS.	Prior to the start of pile driving in the Bay.	Project sponsors to prepare a hydroacoustic monitoring plan and obtain approval from NMFS.	Considered complete upon review and approval of the sound attenuation and monitoring plan by NMFS and after the conclusion of all in-water pile driving activities.

[1] Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 20 minutes.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
that point shall be examined. If the cumulative SEL is close to or exceeds the threshold, then pile-driving activities will cease until the next day. • All pile-driving and pile-removal activity shall be monitored by a NMFS-approved biological monitor before and during all pile driving. The biological monitor shall maintain a monitoring log of daily pile-driving activities, any field sound measurements, fish sightings, and implementation of soft-start and shutdown requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile removal activities). • The hydroacoustic monitoring program shall incorporate NMFS-recommended work windows to avoid impacts on special-status fish species that have the potential to occur at the project site during only certain portions of the year. This includes limiting work between December 1 and May 31 to avoid impacts on steelhead and green sturgeon, and monitoring for herring spawning events in the vicinity of the project site between December 1 and February 29. In the event that monitoring identifies a herring spawning event that could be affected by project-related construction activities, all in-water work shall be temporarily halted. In-water work shall not resume until a qualified biologist determines that no additional impact on spawning herring would occur. The project sponsors shall coordinate with the NMFS Office of Protected Resources pursuant to the Marine Mammal Protection Act to develop an appropriate plan and monitoring program for potential effects to species during noise generating work. The plan shall include but not be limited to the following measures for marine mammals: • Zones of influence shall be based on the estimated NMFS injury threshold contours for the different marine mammals. These zones of influence may be modified, based on subsequent analysis of the actually proposed piles, equipment, and activity before construction, but only with the approval of NMFS. • Hydroacoustic monitoring according to the hydroacoustic monitoring plan shall be completed during initial pile driving to verify projected isopleths for pile driving and removal. The plan shall require real-time hydroacoustic monitoring for a sufficient number of piles to determine and verify modeled noise isopleths. The safety zones established before construction may be modified, based on field measurements of different pile-driving activity, if the field measurements indicate different threshold contours than estimated				

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before construction, but only with the approval of NMFS. • During pile-driving and pile-removal activity, a NMFS-approved marine mammal observer would monitor the work area for marine mammal presence. If a marine mammal is observed in or swimming into an unauthorized zone of influence, work would stop until the animal was observed, or determined to be, outside of the area of potential injury. • A "soft start"[2] technique shall be employed each day upon commencement of pile-driving activity, any time after pile-driving activity ceases for more than 1 hour, and any time after pile-driving activity shuts down because a marine mammal has entered a safety zone. • All pile-driving and pile-removal activity shall be monitored by an NMFS-approved biological monitor before and during all pile driving to inspect the work zone and adjacent Bay waters for marine mammals and implement the safety zone requirements described above. The biological monitor shall maintain a monitoring log of daily pile-driving activities; any field sound measurements; marine mammal sightings; and implementation of soft-start, shutdown, and safety-zone requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile-removal activities).				
Mitigation Measure M-BI-1b: Implement Avoidance and Minimization Measures for Special-Status Species The project sponsors and the project construction contractor(s) they procure shall implement the following avoidance and minimization measures for special-status species: • **Implement a Worker Environmental Awareness Program (WEAP):** An education program shall be developed and implemented by a qualified biologist and attended by all construction personnel performing demolition or ground-disturbing work before such work commences on-site. Upon completion of the program, employees shall sign a form stating that they attended the training session and understand all conservation and protection measures. All future construction personnel shall be required to attend the presentation (either an in-person presentation or a recording of the prior presentation) and sign the form before beginning work on the project site. The signed forms shall be kept on file for the duration of construction and	Project sponsors, construction contractor, and qualified wildlife biologist.	Worker Environmental Awareness Program shall be developed and implemented prior to receiving a grading, demolition, or excavation permit. Other measures ongoing during construction.	Planning Department.	Considered complete after the conclusion of construction activities and after the Worker Environmental Awareness Program attendance forms are provided to the Planning Department.

[2] Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers will initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 15 minutes.

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provided to the City and County of San Francisco upon request. The WEAP shall include but not be limited to education on: (a) applicable State and federal laws, environmental regulations, project permit conditions, and penalties for noncompliance; (b) special-status plant and animal species with the potential to be encountered on or in the vicinity of the project site during construction; (c) avoidance measures and a protocol for encountering special-status species, including a communication chain; (d) preconstruction surveys and biological monitoring requirements associated with each phase of work and at specific locations within the project site (e.g., shoreline work), as biological resources and protection measures will vary depending on the location of work on the site, the time of year, and the type of construction activity; (e) known sensitive resource areas in the project vicinity that are to be avoided and/or protected, as well as approved project work areas, access roads, and staging areas; and (f) BMPs (e.g., straw wattles or spill kits) and their locations around the project site for erosion and species exclusion, in addition to general housekeeping requirements. • **Avoid Attracting Predators:** To eliminate attractions for predators, all food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in solid, closed containers (trash cans) and removed from the entire construction site at the end of each working day. • **Avoid Entanglement:** Tightly woven fiber netting or similar material shall be used at the project site for erosion control or other purposes to ensure that individuals are not trapped. This limitation shall be communicated to the contractor through use of special provisions included in the bid solicitation package. Plastic monofilament netting (erosion control matting) or similar material shall not be used at the project site because special-status species may become entangled or trapped in it.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-BI-1c: Prepare and Implement a Vegetation Restoration Plan and Compensatory Mitigation • To restore temporarily affected habitat, the project sponsors shall prepare and implement a vegetation restoration plan with detailed specifications for minimizing the introduction of invasive weeds and restoring all temporarily disturbed areas, and shall ensure that the contractor successfully implements the plan. The plan shall indicate the best time of year for seeding to occur. To facilitate preparation of the plan, the project sponsors shall ensure that, before construction, a botanist (experienced in identifying sensitive plant species in the project area) performs additional preconstruction surveys of the areas to collect more detailed vegetation composition data, including species occurrence, vegetation characterization (e.g., tree diameter size), and percent cover of plant species. Photo documentation shall be used to show pre-project conditions. The minimum weed control and restoration measures and the success criteria to be included in the vegetation restoration plan are described below. **Invasive Weed Control Measures** Invasive weeds readily colonize soils that have been disturbed by grading or other mechanical disturbance. The project sponsors shall incorporate the following measures into the construction plans and specifications to prevent the spread of invasive weeds into nearby areas: (a) Construction equipment shall arrive at the project area free of soil, seed, and plant parts to reduce the likelihood of introducing new weed species. (b) Any imported fill material, soil amendments, gravel, etc., required for construction and/or restoration activities that would be placed within the upper 12 inches of the ground surface shall be free of vegetation and plant material. (c) Certified, weed-free, imported erosion-control materials (or rice straw in upland areas) shall be used exclusively, as applicable (this measure concerns biological material and does not preclude the use of silt fences and other measures). (d) The environmental awareness training program for construction personnel shall include an orientation regarding the importance of preventing the spread of invasive weeds. (e) To reduce the seed bank in weed-dominated ruderal areas, the	Project sponsors, qualified botanist (experienced in identifying sensitive plant species in the project area), and USFWS/CDFW, if necessary.	Ongoing during construction.	Planning Department to review and approve a vegetation restoration plan.	Considered complete after the vegetation restoration plan is reviewed and approved by the Planning Department, after permanently affected areas have been mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW, and after a qualified biologist has monitored the re-vegetated areas for a period of 5 years, or as otherwise determined by the applicable resource agencies.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
contractor shall mow, disk, apply spot-applications of herbicide to weeds, and/or remove weeds, as appropriate (i.e., before seed set and dispersal) and before surface clearing and site preparation. (f) Before tracked and heavy construction equipment leaves the project area, any accumulation of plant debris, soil, and mud shall be washed off the equipment or otherwise removed on-site, and air filters shall be blown out. (g) No invasive species shall be used in any restoration seeding. (h) Implementation of these measures during construction and site restoration activities shall be verified and documented by a biological or environmental monitor. **Minimum Restoration Measures** Restoration areas are portions of the project area that would be disturbed during project-related construction activities but would subsequently be restored to their preconstruction conditions, or better. No soil containing plant materials may be used for revegetation to avoid inadvertent introduction of nonnative plant pathogens like phytophthora (*Phytophthora* sp.). To restore temporarily disturbed areas, the project sponsors shall ensure the following: (a) Native coastal scrub and tidal marshland areas shall be reseeded with a native seed mix or replanted with native stock. (b) For any tree to be removed, RPD and BUILD shall ensure that replacement trees are planted within or in the vicinity of the project area as follows: • Trees shall be replaced within the first year after the completion of construction or as soon as possible in an area where construction is completed, during a favorable time of year as determined by an arborist or biologist with experience in restoration. • Selection of replacement sites and installation of replacement plantings shall be supervised by an arborist or biologist with experience in restoration. Irrigation of tree plantings during the initial establishment period shall be provided as deemed necessary by an arborist or biologist with experience in restoration. • An arborist or biologist with experience in restoration shall monitor new plantings at least once a year for 5 years or as otherwise determined by the applicable resource agencies.				

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• Any replacement plantings installed as remediation for failed plantings shall be planted as stipulated here for original plantings, and shall be monitored for 5 years after installation, or as otherwise determined by the applicable resource agencies. **Minimum Success Criteria** Unless the applicable resource agencies determine that different but equivalent or more stringent criteria should be applied, the success criteria for restoring temporarily disturbed areas shall be as follows: (a) All temporarily disturbed areas shall be restored to approximately their baseline condition. Vegetation cover shall be at least 70 percent of the baseline; that is, absolute cover of the revegetation site shall be no less than 70 percent of the baseline absolute cover of native and naturalized species (i.e., excluding target invasives). Cover in the revegetation site shall contain no more than 10 percent absolute cover of target invasives or no more cover of invasives than the baseline, whichever is greater. (b) Vegetation in restoration areas shall be functional, fully established, and self-sustaining as evidenced by successive years of healthy vegetative growth; observed increase in vegetative cover, canopy cover, and/or plant height; and successful flowering, seed set, and/or vegetative reproduction over the 5-year monitoring period. (c) Revegetation work shall start within 1 year of construction completion. (d) Revegetation shall be monitored at least once a year for 5 years or as otherwise determined by the applicable resource agencies. (e) Individual native trees shall have 65 percent survivorship by the fifth monitoring year. (f) Restoration areas shall be monitored for target invasive plants quarterly in the first 5 years after replanting. If invasive plants are found during the 5-year monitoring period, they shall be removed as necessary to support meeting the cover and vegetation composition success criteria. (g) Monitoring and maintenance shall continue until the minimum success criteria specified in parts (a) through (e) are met, or as otherwise determined by the applicable resource agencies. **Compensatory Mitigation** The project sponsors shall fully compensate for permanent losses of developed open water, open water, seasonal wetland, wetland swale, tidal marsh including areas of bare ground and beach, and nonwetland waters				

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(2.11 acres total) as defined in Table 3.1-5. In addition, the project sponsors shall fully compensate the permanent loss of native coastal scrub (0.77 acre). Compensatory mitigation may occur through the creation of habitat on-site at any of the four project site properties, or through purchase of credits at an off-site mitigation bank. Permanently affected areas shall be mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW.				
Mitigation Measure M-BI-1d: Avoid Ridgway's Rail Habitat During the Nesting Season To the extent feasible, the start of construction activities within 700 feet of Heron's Head Park shall be scheduled to avoid the Ridgway's rail nesting season. The nesting season for Ridgway's rail extends from February 1 through August 31. If construction must occur during the Ridgway's rail nesting season, the following measures shall be implemented: (a) A USFWS-approved protocol-level survey for Ridgway's rail (following the June 2015 USFWS Survey Protocol) shall be conducted in Ridgway's rail habitat (Heron's Head Park) within 700 feet of planned construction activities. (b) If Ridgway's rail activity centers are detected, the findings shall be reported to USFWS and project activities occurring within 700 feet of Ridgway's rail activity centers shall be limited to the period from September 1 through January 31, outside of the Ridgway's rail nesting season.	Project sponsors and a qualified wildlife biologist (if necessary).	Ongoing during construction within 700 feet of Heron's Head Park between February 1 and August 31.	USFWS and Planning Department	If construction activities within 700 feet of Heron's Head Park occurs between September 1 and January 31, M-BI-1d shall be considered complete upon review and approval of construction schedule by Planning Department. If construction activities within 700 feet of Heron's Head Park occurs between February 1 and August 3, M-BI-1d shall be considered complete upon reporting the findings of a USFWS-approved protocol-level survey for Ridgway's rail to USFWS prior to the start of construction.

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Mitigation Measure M-BI-1e: Avoid Nests during Bird Nesting Season To the extent feasible, the start of construction activities shall be scheduled to avoid the nesting season. The nesting season for most birds, including most raptors, extends from February 1 through August 31. If construction must occur during the nesting season, the following measures shall be implemented: (a) Preconstruction surveys for nesting birds shall be conducted by a qualified biologist no more than 14 days before the initiation of construction and demolition activities. During these surveys, the qualified biologist shall inspect all potential nesting habitats (e.g., trees, shrubs, grasslands, and buildings) within 300 feet of impact areas for raptor nests and within 100 feet of impact areas for nests of nonraptors. If an active nest (i.e., a nest with eggs or young, or any completed raptor nest attended by adults) is found sufficiently close to work areas to be disturbed by these activities, the qualified biologist shall determine the extent of a disturbance-free buffer zone to be established around the nest until the young are fledged or the nest is otherwise abandoned as determined by a qualified biologist (typically 250 feet for raptors and 50–100 feet for other species), to ensure that no nests of species protected by the Migratory Bird Treaty Act and California Fish and Game Code would be disturbed during project implementation. (b) If construction activities are not initiated until after the start of the nesting season, potential nesting substrate (e.g., bushes, trees, grasses, and other vegetation) that is scheduled to be removed by the project may be removed before the start of the nesting season (e.g., before February 1) to reduce the potential for initiation of nests.	Project sponsors, construction contractor, and a qualified wildlife biologist (with CDFW/ USFWS consultation, if necessary).	Ongoing during construction between February 1 and August 31.	Contractor/wildlife biologist/Planning Department: Contractor to provide detailed construction schedule to Planning Department to confirm affected activities fall outside nesting season or removal of trees and/or structures occurs outside breeding season. If necessary, wildlife biologist to complete a memorandum detailing the survey effort and results and submit the memorandum to the project sponsors and Planning Department staff within 7 days of survey completion and no more than 14 days before the initiation of construction and demolition activities. Planning Department staff to review and approve report.	If construction would occur outside of nesting bird season, M-BI-1e shall be considered complete upon review and approval of construction schedule by Planning Department. If construction would occur during nesting bird season, M-BI-1e shall be considered complete upon review and approval of nesting surveys by Planning Department.

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Hydrology and Water Quality Mitigation Measures				
Mitigation Measure M-HY-1a: Monitor Turbidity during Construction The project sponsors shall require their construction contractor to monitor turbidity associated with construction of the pier and floating dock and removal of piles and old piers. The contractor shall prepare a turbidity monitoring plan, including product information on monitoring equipment, proposed monitoring locations, and procedures to follow if turbidity increases above background levels. The turbidity monitoring plan shall include the following provisions: (1) Before beginning work, the contractor shall monitor turbidity and light levels at the level of the eelgrass, or other as deemed appropriate by the resource agencies if no eelgrass is present, to establish a baseline. The contractor shall also set buoys out to establish background water quality monitoring points upstream and downstream of the site (based on existing currents and tides at the site). The contractor shall monitor turbidity and light at low, middle, and high tides during typical work hours for several days before beginning work. The project sponsor's contract owner's representative will review and approve the background monitoring station locations before monitoring. (2) During removal of the piles, the contractor shall monitor turbidity and light levels no less than daily or as required by the project's or variant's 401 water quality certification issued by the San Francisco Bay RWQCB or other applicable permits, at the same locations as required for baseline monitoring, as well as within the work area. The contractor shall notify the lead inspector or other on-site individual overseeing the contractor immediately when there is an exceedance of the required water quality criteria (turbidity and light levels) that have been established either in the 401 water quality certification or with the San Francisco Bay RWQCB. If the lead inspector or other identified individual determines, in coordination with the environmental compliance manager, that water quality criteria have been exceeded, demolition activities must cease until turbidity is reduced to meet the criteria. In the event an exceedance occurs, a silt curtain or floating debris booms may be deployed to contain suspended materials and prevent their broader dispersal. The deployment of these additional measures shall be contingent on whether conditions (e.g., water depth, substrate materials, wave action) are appropriate, as determined by the lead inspector.	Project sponsors and construction contractor, through coordination with the RWQCB.	Contractor shall monitor turbidity and light levels of the water prior to receiving a grading, demolition, or excavation permit. Other monitoring activities shall be ongoing during construction.	Planning Department or other City agency, in consultation with the RWQCB, to review and approve the turbidity monitoring plan.	Considered complete when the turbidity monitoring plan has been reviewed and approved by the Planning Department and after the end of construction activities.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-HY-1b: Implement Pile Removal Best Management Practices One of the following two separate procedures shall be utilized to remove piles based on information regarding local sediment conditions: • If there is reason to believe that the sediment is contaminated beyond the typical ambient levels of various in-Bay pollutants other than creosote, which is inferred to be present, the construction contractor shall cut the piling at the mudline. • If there is no reason to believe the sediment is contaminated beyond typical ambient levels, the contractor shall attempt to remove each piling in its entirety by pulling the piling straight out. The decision regarding the method of removal also depends on the condition of the piling. Generally, the construction contractor shall be prohibited from using vibration or a back-and-forth, rocking movement intended to snap the piling because this generally increases turbidity. Moreover: • If, before the contractor attempts to remove an entire piling, visual inspection of the pilings indicates that the pilings lack the necessary integrity to be pulled without splintering, crumbling, or otherwise disintegrating, the contractor shall instead cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. • If, during attempts to use direct pulls on the piling to remove it, the piling breaks at a level higher than 2 feet below the mudline, the contractor shall cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. Because the condition of the piles' structural integrity is not fully nor precisely known, RPD or, for the 700 Innes property, BUILD shall investigate pile integrity after submitting the various permitting documents to the regulatory agencies. A brief memorandum on that investigation (referred to below as the "removal memo") shall be delivered to the agencies to inform them of the pile conditions and the expectation of whether pilings can be removed by pulling without crumbling. The following practices shall be followed during pile removal efforts: • Pilings and other debris may be removed from land or require removal from the water using barge-mounted equipment. For non-land-based removal of piles, the following measures shall be implemented to the extent feasible:	Project sponsors and construction contractor, RWQCB, USACE.	Ongoing during pile removal activities.	Planning Department or other City agency, in consultation with the RWQCB, USACE, or U.S. Coast Guard, to review and approve the methodology for the post-demolition diver survey.	Considered complete after the Planning Department has reviewed and approved the post-demolition diver survey results.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– Removal of the pilings and other debris shall be carried out using an excavator mounted on a shallow-draft barge equipped with both grappling and shearing attachments. Shallow-draft barges generally require at least 5 feet of water above the sea floor or any submerged debris. Depending on specific site conditions and the construction barge chosen, it may be possible to float the barge into position at high tides, let it settle on the intertidal mudflats to continue working at low tides, and then be lifted by the next high tide. – Existing eelgrass or oyster beds shall be avoided. – The barge shall be designed to prohibit sediment or debris from falling back into the water. The work surface on the barge deck shall include a containment basin for piles, concrete, and any mud or sediment removed during pulling. Upon removal from substrate, the piles shall be moved expeditiously from the water into the containment basin. – When depths limit access to barges or sensitive resources are present, piles may be manually cut by divers using a pneumatic or hydraulic saw or shears. – Once the piles are cut, they may be towed out to deeper water to a waiting barge or to a landside staging area for loading and removal. • The holes left after pile removal shall not be actively filled. Attempting to fill the holes would lead to increased sediment disturbance and unnecessary increases in turbidity. It is expected that sediment deposition will rapidly fill in any holes that are left. • The removed piles, as well as any decking or other materials, shall be loaded onto a barge and/or transported back to the contractor's staging area where the concrete shall be separated from the other materials and recycled or disposed of off-site as appropriate at a permitted facility. • Once the removed debris is on land, the pilings and planks shall be cut to 5-foot lengths and dried out before being hauled to a landfill for disposal. • The removed piles shall be placed into containment basins that will collect the water, residual creosote, and other materials that may drain off of them. The collected water will eventually evaporate, and the residual creosote and other materials shall be placed into barrels for disposal at an appropriate Class 2 landfill. • The removal method(s) utilized for each site shall be described in the removal memo.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Jetting away the sediments around the piles is prohibited. Where the method selected is expected to generate concrete chips or dust in the water, a special curtain shall be deployed around the individual pile so the contractor may capture any concrete pieces for off-site disposal. • Intentional breaking of timber piles above the mudline is prohibited. • The piles shall not be shaken, hosed off, stripped or scraped off, or left hanging to drip, nor shall any other action be taken with the intent of cleaning or removing adhering material from the pile. • Any sediment accumulated from the pile removal operations shall be assumed to contain creosote and shall be contained and eventually tested and disposed off-site in an appropriate landfill. • Upon completion of demolition and removal of the pilings (and any associated wharfing or decking), the contractor shall perform a post-demolition diver survey in the project area. The survey shall document the quantity and type of pilings stubs above the mudline and the condition of the Bay floor, and shall identify the quantities and types of debris from previous operations and/or from the demolition activities that remain on the Bay floor. • The contractor shall submit the results of the survey to RPD or, for the 700 Innes property, to BUILD for approval, with descriptions of its approach to removal of the piling stubs and debris. RPD (or BUILD) may elect to leave some debris in place if it has established eelgrass growing on it. After this submittal is approved, the contractor can proceed with removal of piling stubs and debris. • Identified piling stubs shall be cut off at 2–3 feet below the mudline if possible. • Bay floor debris including fallen timber piles, steel piping, concrete, and other miscellaneous items shall be removed as they are encountered during demolition activities. • All Bay floor debris within the project limits that is not treated with creosote shall be removed unless such removal would involve disturbing eelgrass. Timber piles that are not shown on the design plans but are encountered during operations shall be removed. Other items not shown on the design plans or mentioned in the specifications, but that are encountered during the contractor's operations, shall be brought to the attention of the lead engineer. The lead engineer shall determine the disposition of the items. • All removed debris shall be transported to the contractor's staging area and recycled or disposed at a permitted landfill facility.				

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NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• The contractor owner shall confirm that Bay floor debris has been removed by conducting a post-construction side-scan sonar study. • Existing concrete slabs and concrete debris along the shoreline shall be left in place to avoid destabilizing the embankment. All other timber and metal debris along shoreline shall be removed and disposed. • The following BMPs shall be used to prevent the release of hazardous wastes and minimize creosote release, sediment disturbance, and generation of total suspended solids during demolition operations: – Install a floating surface boom to capture floating surface debris. – Keep all equipment (e.g., bucket, steel cable) out of the water and grip piles above the waterline. – Slowly lift the pile from the sediment and through the water column. – Dispose of all removed timber piles, floating surface debris, sediment spilled on work surfaces, and all containment supplies at a permitted upland disposal site that accepts creosote-treated wood and materials contaminated with creosote. • The following BMPs shall be implemented by the construction contractor for handling creosote-containing materials, spill prevention and containment, erosion and sedimentation prevention, and monitoring requirements: – During demolition activities, a floating boom and skirt shall be deployed around the project site and absorbent booms and pads shall be provided on marine vessels on-site. – Silt fences, straw wattles, and other measures determined appropriate for erosion and sediment control shall be implemented in upland areas. – Waste at the demolition site, such as discarded demolition materials, chemicals, litter, and sanitary waste, shall be properly controlled. – Vessel fueling shall be required at the contractor's staging area or at an approved docking facility. No cross-vessel fueling shall be allowed. Marine vessels generally shall contain petroleum products within tankage that is internal to the hulls of the vessels. All deck equipment shall be equipped with drip pans to contain leaks and spills. All fuels and lubricants aboard the work vessels shall have a double containment system. Chemicals used in the project area and on marine vessels shall be stored using secondary containment.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-HY-1c: Use Clamshell Dredges To reduce resuspension of sediments and impacts on water quality when conducting dredging activities, clamshell dredges shall be used for all dredging activities. Using clamshell dredges causes dredged material to descend rapidly through the water column to the Bay bottom, with only a small amount of sediment remaining suspended, thus resulting in minimal turbidity impacts.	Project sponsors and construction contractor.	Prior to obtaining a grading, excavation, and demolition permit, and ongoing during construction.	Planning Department or other City agency to ensure compliance with this measure prior to approving a grading, excavation, and demolition permit.	Considered complete once the project sponsors and contractor demonstrate to the satisfaction of the Planning Department that Clamshell Dredges will be used.
Hazards and Hazardous Materials Mitigation Measures				
Mitigation Measure M-HZ-2a: Prepare and Implement a Site Mitigation Plan for Areas Above the Mean High-Water Line Before obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line, the project sponsors shall comply with the requirements of San Francisco Health Code Article 22A, by causing a qualified person to prepare and submit a site mitigation plan to DPH for review and approval. The project sponsors shall implement the approved site mitigation plan. At a minimum, the site mitigation plan shall: • Establish appropriate site-specific cleanup targets, to be reviewed and approved by DPH, that are protective of human health and environment based on the proposed future land use(s). At a minimum, these targets shall be equal to, or more protective, than the following: – For the India Basin Shoreline Park, 900 Innes, and India Basin Open Space properties: The HHSLs (for land to be used for recreational purposes) or the EHSLs (for land to be used for tidal marsh or wetlands) as established in the draft site mitigation plan (RPD, 2017a). – For the 700 Innes property: San Francisco Bay RWQCB ESLs for residential use. • Delineate the extent of soil and/or groundwater contamination at levels exceeding the plan's cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The site mitigation plan should include figures and drawings showing areas and depths of soil excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A, including:	Project sponsors and construction contractor.	Prior to obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line.	Department of Public Health to review and approve the plans listed in M-HZ-2a.	Considered complete once the final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– Removal of soil and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul. – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. The tracking of dirt by trucks leaving the project site shall be minimized by cleaning the wheels upon exit and cleaning the loading zone and exit area as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil, followed by a cap of clean soil or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan (HASP) to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
regular health and safety meetings, and to the project sponsors. The HASP shall be submitted to DPH at least 2 weeks before the beginning of construction activities. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan. • Require preparation of a deep foundation plan that will specify construction and soil handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of required construction-related documents, including odor and noise control measures and a SWPPP. • Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction, and that complies with San Francisco Health Code Article 22B. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Include a commitment to prepare and certify a final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.				
Mitigation Measure M-HZ-2b: Prepare and Implement a Nearshore Sediment and Materials Management Plan for Areas Below the Mean High-Water Line Before obtaining a permit for any work Bayward of the MHW line, the project sponsors and their construction contractors shall prepare and implement a nearshore sediment and materials management plan. The plan shall identify, as appropriate, such measures as sediment excavation, containment, or treatment of the hazardous materials, monitoring and follow-up testing, and procedures for safe handling and transportation of any materials removed from the nearshore. This plan shall be submitted to the relevant permitting agencies for their review and approval, before work begins below the MHW line. The plan shall: • Establish appropriate site-specific cleanup targets for nearshore sediment that are protective of tidal marsh habitat. The cleanup targets must be approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency. At a minimum, these targets shall be equal to, or more protective, than the EHSLs established in the draft site mitigation plan (RPD, 2017a). • Delineate the extent of nearshore sediment contamination at levels exceeding the plan's cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The plan should include figures and drawings showing areas and depths of sediment excavation or treatment, waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A of the San Francisco Health Code, including: – Removal of sediments and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul.	Project sponsors and construction contractors.	A nearshore sediment and materials plan shall be prepared prior to obtaining any permit from the City for development activities involving work Bayward of the MHW line.	San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency shall review and approve the nearshore sediment and materials management plan. A licensed industrial hygienist shall review and approve a HASP. BAAQMD shall review and approve an asbestos dust mitigation plan for India Basin Shoreline Park.	Considered complete once the HASP, asbestos dust mitigation plan, and nearshore sediment and materials management plan is reviewed and approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency, and after the final project report documenting implementation of the nearshore sediment and materials management plan and its provisions is reviewed by these agencies.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-removal confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated sediments, followed by a cap of clean sediments or hard surface materials; operation and maintenance protocols for any disturbance of contaminated sediments; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529. • Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP. • Require preparation of a deep foundation plan that will specify construction and sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying sediments or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures,. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan. • Include a commitment to prepare and certify a final project report documenting implementation of the nearshore sediment and materials management plan and its provisions after completion of site earthwork has been completed and any required mitigating measures have been installed.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-HZ-2c: Prepare and Implement a Remedial Action Plan for the 900 Innes Property Before obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan approved by the San Francisco Bay RWQCB. The RAP must specify the actions that will be implemented to remediate the significant environmental or health and safety risks caused or likely to be caused by the presence of the identified release of hazardous materials in light of project activities. All recommendations of the RAP that affect project design shall be implemented and incorporated into the detailed design of the proposed project or variant. As appropriate and consistent with requirements in San Francisco Health Code Articles 22A and 22B and San Francisco Bay RWQCB standards, the plan and its implementation shall at a minimum: • Establish appropriate site-specific cleanup targets that are protective of human health and the environment, based on the proposed future land use(s). At a minimum, the cleanup targets shall be equal to or more protective than the remedial action goals established in the conceptual RAP (RPD, 2017f). In the conceptual RAP, remedial action goals for upland areas are based on HHSL for recreation use; remedial action goals for offshore sediments are based on a review of COPCs identified at the property, comparative ecological screening values, and published action goals that have been adopted at other nearby tidal restoration projects. • Delineate the extent of soil, sediment, and/or groundwater contamination at levels exceeding the plan's cleanup targets. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The RAP should include figures and drawings showing areas and depths of soil and sediment excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, including: – Removal of soil, sediment, and other materials shall be performed by a licensed engineering contractor with a Class A license and hazardous substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic	Project sponsor of the 900 Innes property and construction contractor.	Prior to obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan.	San Francisco Bay RWQCB shall review and approve the remedial action plan.	Considered complete once the final project report documenting implementation of the remedial action plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
sheeting pending relocation, segregation, or off-haul. – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil/sediment, followed by a cap of clean soil/sediment or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils/sediment; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP. • Require preparation of a deep foundation plan that will specify construction and soil/sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil/sediment or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan. • Include a commitment to prepare and certify a final project report documenting implementation of the RAP and its provisions after site earthwork has been completed and any required mitigating measures have been installed.				

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Aesthetics Improvement Measure				
Improvement Measure I-AE-1: Prepare and Implement Construction Staging, Access, and Parking Plan to Reduce Impacts on Visual Character/Quality During Construction. As an improvement measure to further reduce impacts of project construction activities on the visual character/quality of the site, construction documents should require all construction contractors to provide for the cleanliness of construction equipment stored or driven outside of the limits of the construction work area. Construction equipment, including equipment used for staging, should be parked on the project site. Staging areas should be screened from view at street level with solid wood fencing or a green fence for areas under construction for extended periods of time. Before the issuance of building permits, the project sponsors (through the construction contractor[s]) should submit a construction staging, access, and parking plan to the San Francisco Department of Building Inspection for review and approval. Construction worker vehicles should not be parked at on-street parking spaces.	Project sponsor and contractor	Before the issuance of building permits and during construction.	Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities have ended.
Transportation and Circulation Improvement Measures				
Improvement Measure I-TR-2V: Reconfigure Southbound Approach at Jennings Street/Evans Avenue/Middle Point Road under the Variant To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the southbound Jennings Street approach of the Jennings Street/Evans Avenue/Middle Point Road intersection to include a 100-foot left-turn pocket. Adding this turn pocket to the intersection would require that SFMTA restrict parking along the west side of Jennings Street, resulting in the removal of approximately five parking spaces. The project sponsors should fund their fair-share cost of the design and implementation of this improvement. Responsibility for funding the implementation of the improvement measure under the variant would be based on the relative contribution of each of the four project site properties to the increase in traffic volumes at the intersection. At this	SFMTA, in coordination with FivePoint (developer of the Shipyard project)	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-TR-2V	SFMTA	Project sponsor's obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property. FivePoint (developer of the Shipyard project) has committed to signalizing the intersection as part of the Shipyard project, and the improvements described above should be coordinated with this effort. Should the changes required at this location as part of the Shipyard project be completed before a decision to implement the proposed left-turn pocket, the project sponsors would be responsible for funding and implementing the improvement measure.				
Improvement Measure I-TR-6: Implement Queue Abatement Strategies It should be the responsibility of the owner/operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces (excluding loading and carshare spaces) to ensure that recurring vehicle queues do not occur regularly on the public right-of-way. A vehicle queue is defined as one or more vehicles (destined to the parking facility) blocking any portion of any public street, alley, or sidewalk for a consecutive period of three minutes or longer on a daily or weekly basis. If a recurring queue occurs, the owner/operator of the parking facility should employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable). Suggested abatement methods include, but are not limited to, the following: redesign of facility to improve vehicle circulation and/or on-site queue capacity; employment of parking attendants; installation of "LOT FULL" signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of off-site parking facilities or shared parking with nearby uses; use of parking occupancy sensors and signage directing drivers to available spaces; travel demand management strategies such as additional	Property owner/garage operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces, and Planning Department.	On-going through the life of the project.	The owner/operator of the parking garage and the Planning Department.	On-going through the life of the project.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
bicycle parking, customer shuttles, or delivery services; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking. If the Planning Director, or his or her designee, reasonably believes that a recurring queue is present, the Planning Department should notify the property owner in writing. The Property Owner would have no less than 45 days to take reasonable measures to abate the queues. If, after 45 days, the Planning Director, or his or her designee, reasonably believes, upon further examination, that the abatement measures have not been effective, then the Planning Director may suggest additional measures or may request that the owner/operator hire a qualified transportation consultant to evaluate the conditions at the site for no less than 7 days. The consultant would prepare a monitoring report to be submitted to the Planning Department for review. If the Planning Department determines that a recurring queue does exist, the facility owner/operator would have 90 days from the date of the written determination to implement measures to abate the queue.				
Improvement Measure I-TR-7: Implement an Active Loading Management Plan If the project sponsor for the 700 Innes property proposes to provide fewer loading spaces than required under the Special Use District (SUD) for the proposed project or variant, the project sponsor should, at their discretion, develop an Active Loading Management Plan for review and approval by the Planning Department to address operational loading activities. The Active Loading Management Plan would facilitate efficient use of loading spaces and may incorporate the following ongoing actions to address potential ongoing loading issues: • Direct residential and commercial tenants to schedule all move-in and move-out activities and deliveries of large items (e.g., furniture) with the management for their respective building(s). • Direct commercial and retail tenants to schedule deliveries, to the extent feasible. • Reduce illegal stopping of delivery vehicles by directing	Project sponsor for 700 Innes, building operator, Planning Department, and SFMTA.	If implemented, the final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage.	The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward.	If implemented, monitoring of the Final Active Loading Management Plan would be required until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
building lobby attendants and retail tenants to notify any illegally stopped delivery personnel (i.e., in the red zones) that delivery vehicles should be parked in the on-street commercial loading spaces. • Design the loading areas to include sufficient storage space for deliveries to be consolidated for coordinated deliveries internal to project facilities (i.e., retail and residential). • Design the loading areas to allow for unassisted delivery systems (i.e., a range of delivery systems that eliminate the need for human intervention at the receiving end), particularly for use when the receiver site (e.g., retail space) is not in operation. Examples include the receiver site providing a key or electronic fob to loading vehicle operators, which enables the loading vehicle operator to deposit the goods inside the business, or in a secured area that is separated from the business but accessible from a public ROW. A final Active Loading Management Plan and all subsequent revisions, if implemented, would be reviewed and approved by the Planning Department. The Final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage. The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals. The content of the evaluation report would be determined by Planning Department staff, in consultation with SFMTA, and generally may include an assessment of on-site and on-street loading conditions, including actual loading demand, observations of loading operations, and an assessment of how the project meets this improvement measure. The evaluation report would be reviewed by Planning Department staff, who would make the final determination whether there are conflicts associated with loading activities. In the event of such conflicts, the project sponsors may propose modifications to the above Final Active Loading Management				

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Plan requirements to reduce conflicts and improve performance under the Plan (such as hour and day restrictions or restrictions on the number of loading vehicle operations permitted during certain hours). The project sponsors would submit any proposed modifications to the Plan for review and approval by the Planning Department.				
Improvement Measure I-TR-10: Implement Construction Management Strategies As an improvement measure to further reduce impacts of project construction activities, the project sponsors should implement the following measures: • **Prepare a Traffic Control Plan for Construction.** To reduce potential conflicts between construction activities and pedestrians, transit, and automobiles during construction activities, the project sponsors should require that the construction contractor(s) prepare a traffic control plan for major phases of construction (e.g., demolition, construction, or renovation of individual buildings). The project sponsors and their construction contractor(s) should meet with relevant City agencies to coordinate feasible measures to reduce traffic congestion during major construction phases, including temporary relocation of transit stops and other measures to reduce potential traffic and transit disruption and to ensure bicycle and pedestrian safety in the immediate vicinity of the project site. For any work within the public right-of-way, the contractor would be required to comply with SFMTA's Regulations for Working in San Francisco Streets, which establish rules and permit requirements to assure that construction activities are completed safely and with the least possible interference with pedestrians, bicyclists, transit, and vehicular traffic. [The construction time frames of the major phases may overlap with those of other development projects adjacent to the project site. Should overlapping occur, the project sponsors should coordinate with City agencies through the Transportation Advisory Staff Committee and the adjacent developer(s) to minimize the severity of any disruption to adjacent land uses and transportation facilities by overlapping construction-related transportation impacts. The project	Project sponsors and construction contractor.	The traffic control plan(s) would be prepared prior to each major phase of construction. Provisions to require contractors to adopt measures to reduce single-occupant vehicle mode share among construction workers would be included as part of construction contracts. Updates on project construction for nearby residents and adjacent businesses would be conducted on a regular basis via a newsletter and/or website.	SFMTA	Project sponsor's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
sponsors, in conjunction with the adjacent developer(s), could propose a construction traffic control plan that includes measures to reduce potential construction traffic conflicts to the extent feasible and commercially reasonable in light of noise regulations, labor and contract requirements, available daylight hours, and critical-path construction schedules. The plan could include measures such as coordinating material drop-offs and offering collective worker parking and transit to the job site. • **Reduce Single-Occupant-Vehicle Mode Share for Construction Workers.** To minimize parking demand and vehicle-trips by construction workers, the project sponsors should require that the construction contractor include methods in the construction traffic control plan to encourage workers to walk, bicycle, carpool, or use transit to access the project site. • **Provide Project Construction Updates to Adjacent Residents and Businesses.** To minimize construction impacts on access for nearby residences, institutions, and businesses, the project sponsors should provide regular updates on project construction to nearby residents and adjacent businesses via a newsletter and/or website. The updates could describe construction activities, peak construction vehicle activities (e.g., concrete pours), and travel lane closures.				
Improvement Measure I-C-TR-1: Reconfigure Eastbound Approach at Jennings Street/Evans Avenue/Middle Point Road To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under either the proposed project or the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the eastbound Evans Avenue approach of the Jennings Street/Evans Avenue/Middle Point Road intersection from one 100-foot left-turn pocket, one shared through/left lane, and one shared through/right lane to one 100-foot left turn pocket, one through lane, and one shared through/right lane. No additional right-of-way would be required to implement this improvement. The project sponsors should fund their fair-share cost of the design and implementation of this improvement.	SFMTA.	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-C-TR-1.	SFMTA	Project sponsors' obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Responsibility for funding the implementation of this improvement measure would be based on the relative contribution of each of the four properties to the increase in traffic volumes at the intersection. At this location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property. This improvement is feasible pending endorsement and subsequent funding commitment from SFMTA.				

EXHIBIT L

Parks and Open Space Plan

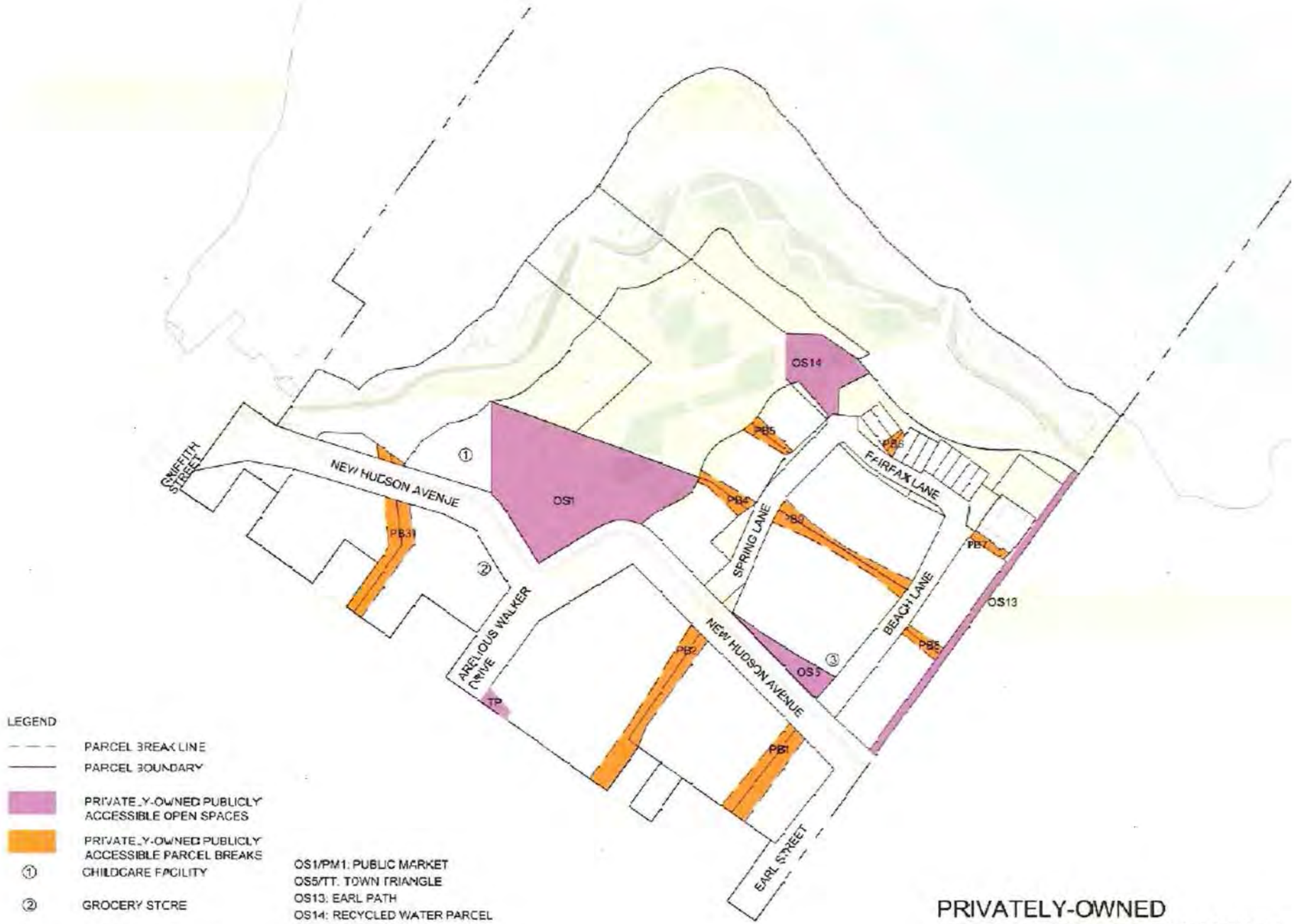
EXHIBIT L: PARKS AND OPEN SPACES

07.11.2018

EXHIBIT M

Privately-Owned Community Improvements

Regulations Regarding Access and Maintenance of Certain Privately-Owned Community Improvements



PRIVATELY-OWNED COMMUNITY IMPROVEMENTS

CB.06.2018

Exhibit M-2

Regulations Regarding Access and Maintenance of Certain Privately-Owned Community Improvements

These Regulations Regarding Access and Maintenance of Certain Privately-Owned Community Improvements ("Regulations") shall govern the use, maintenance, and operations of those certain Privately-Owned Community Improvements that are designed as Full Public Access (each, a "Full Public Access Improvement" and collectively, the "Full Public Access Improvements"). The Full Public Access Improvements are the Privately-Owned Public Spaces (as defined in Paragraph 5 of this Exhibit), including the Town Triangle (OS1),Transit Plaza, the publicly accessible portions of OS 14, and Public Market (all as defined in the Phasing Plan and the *India Basin Design Standards and Guidelines*) and those sidewalks, bike paths, and pedestrian paths within the Project Site, including Earl Path and the Parcel Breaks (as defined in the Phasing Plan and the *India Basin Design Standards and Guidelines*), not dedicated to the City.

1. Public Use. Upon completion of the Full Public Access Improvements in accordance with the Development Agreement and the Phasing Plan, Developer or successor Master HOA shall offer the Full Public Access Improvements for the use, enjoyment and benefit of the public for open space and recreational purposes only including, without limitation, leisure, social activities, picnics and barbecues, playgrounds, sports, and authorized special events, as applicable and as set forth in these Regulations: provided, however, that Developer may use the Full Public Access Improvements for temporary construction staging related to adjacent development (during which time the subject Full Public Access Improvement shall not be used by the public) to the extent that such construction is in accordance with this Development Agreement, the Approvals, and any Later Approvals.

2. No Discrimination. Developer shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, gender, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, or acquired immune deficiency syndrome, acquired or perceived, in the use, occupancy, tenure, or enjoyment of the Full Public Access Improvements.

3. Maintenance Standard. The Full Public Access Improvements shall be operated, managed, and maintained in a clean and safe condition in accordance with the anticipated and foreseeable use thereof.

4. Temporary Closure. Developer shall have the right, without obtaining the prior consent of the City or any other person or entity, to temporarily close any or all of the Full Public Access Improvements to the public from time to time for one of the following two reasons. In each instance, such temporary closure shall continue for as long as Developer reasonably deems necessary to address the circumstances below:

a. Emergency. In the event of an emergency or danger to the public health or safety created from whatever cause (including, but not limited to, flood, storm, fire, earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest, unlawful assembly, or loitering), Developer may temporarily close the Full Public Access Improvements (or affected portions thereof) in any manner deemed necessary or desirable to promote public safety, security, and the protection of persons and property; or

b. Maintenance and Repairs. Developer may temporarily close the Full Public Access Improvements (or affected portions thereof) in order to make any repairs or perform any maintenance as Developer, in its reasonable discretion, deems necessary or desirable to repair, maintain, or operate the Full Public Access Improvements; provided such closure may not impede emergency vehicle access.

5. Operation of the Privately Owned Public Spaces. Operation of the Privately Owned Public Spaces (defined below) shall be subject to the additional requirements of this Paragraph. For the purposes of these Regulations, the "Privately Owned Public Spaces" means each of the following Full Public Access Improvements: (1) Town Triangle; and (2) Public Market. Each of the Privately Owned Public Spaces are described in more detail in the Phasing Plan and the *India Basin Design Guidelines and Standards.*

a. Hours of Operation. The Privately Owned Public Spaces shall be open and accessible to the public for a minimum of seven (7) days per week during the daylight hours, unless reduced hours are (i) approved in writing by the City, (ii) otherwise expressly provided for in this Agreement (including, without limitation, Paragraphs 4 and 5(b) of these Regulations), or (iii) reasonably imposed by Developer, with the City's reasonable consent, to address security concerns. No person shall enter, remain, stay, or loiter in the Privately Owned Public Spaces when the Privately Owned Public Spaces are closed to the public, except persons authorized in conjunction with a Special Event or other temporary closure, or authorized service and maintenance personnel. The Transit Plaza will be open twenty (24) four hours per day, seven (7) days per week, except for closures permitted under Paragraph 4 above. The publicly accessible portions of OS 14 will be open during the same hours as the Big Green, except for closures permitted under Paragraph 4 above.

b. Special Events. Developer shall have the right to close temporarily to the public all or portions of a Privately Owned Public Spaces for a period of up to forty-eight (48) consecutive hours in connection with the use of the subject Privately Owned Public Space for a private special event such as fundraisers, picnics, community sponsored events, weddings, and small protests (each, a "Special Event" and collectively, "Special Events"). All Special Events must comply with all applicable laws. Prior to closing any Privately Owned Public Spaces for a Special Event, a notice of the closure shall be posted at all major entrances to the

subject Privately Owned Public Spaces for a period of seventy-two (72) hours prior to the Special Event. Developer may require payment of a permit fee or other charge for use of the Privately Owned Public Spaces for Special Events. Developer shall not schedule more than two (2) Full Closure Special Events per Privately Owned Public Space per month throughout the year, if such Special Event requires closure of more than forty (40) percent the entire Privately Owned Public Space. Developer shall not schedule more than five (5) Partial Closure Special Events per Privately Owned Public Space per month throughout the year, if such Partial Closure Special Events per Privately Owned Public Space per month throughout the year, if such Partial Closure Special Event requires the closure of up to forty (40) percent of the area of the Privately Owned Public Space or less. Developer shall have the right to exceed these numbers with the City's consent, not to be unreasonably withheld.

c. Public Events.

i. Members of the public or other entities sponsoring public events ("Event Sponsors") shall have the right to request the use of the Privately Owned Public Spaces for privately- or publicly-sponsored special events, including meetings, receptions, seminars, lectures, concerts, art displays, exhibits, demonstrations, marches, conventions, parades, gatherings, and assemblies, that do not require the closure of the Privately Owned Public Spaces to the public (collectively, "Public Events"). All Public Events must be approved in advance by Developer and are subject to any required approvals or permits from applicable City Agencies with jurisdiction over the Public Event. It shall be the sole responsibility of the requesting member of the public to obtain any such required permits or approvals. Developer may require payment in the form of a permit fee or other charge for use of the Privately Owned Public Spaces for Public Events, so long as the permit fee and/or use charge do not exceed the reasonable costs for administration, maintenance, security, liability, and repairs associated with such event. Developer shall post via the web a clear explanation of the application process and criteria for review and approval of such Public Events and send copies of such criteria and application forms to the Planning Director for the purpose of each Department publishing such criteria and application forms if they so choose.

ii. Good Neighbor Policies. Event Sponsors shall manage the Privately Owned Public Spaces in accordance with the following good neighbor policies during the times of use: the quiet, safety, and cleanliness of the space and its adjacent area shall be maintained in accordance with these Regulations; proper and adequate storage and disposal of debris and garbage shall be provided; noise and odors, unless otherwise permitted, shall be contained within immediate area of the Privately Owned Public

Spaces so as not to be a nuisance to neighbors; notices shall be prominently displayed during events that urge patrons to leave the Privately Owned Public Spaces premises and neighborhood in a quiet, peaceful, and orderly fashion and to please not litter or block driveways in the neighborhood (such notices shall be removed promptly after each event); and the Event Sponsors or its employees or volunteers shall walk a 100-foot radius from the Privately Owned Public Spaces sometime within thirty (30) minutes after the event and shall pick up and dispose of any discarded beverage containers and other trash left by patrons.

d. Signs. Developer shall post signs at the major public entrances to the Full Public Access Improvements (excluding sidewalks, bike paths, and pedestrian paths), that each a is privately-owned public open space ("POPOS") in accordance with all laws and signage requirements clearly indicating the public right to use the space in accordance with these Regulations, setting forth the applicable regulations imposed by these Regulations, hours of operation, and a telephone number to call regarding security, management or other inquiries.

6. Permissive Use. Developer may post at each entrance to the Full Public Access Improvements, or at intervals of not more than 200 feet along the boundary, signs reading substantially as follows: "Right to pass by permission, and subject to control of owner: Section 1008, Civil Code." Notwithstanding the posting of any such sign, no use by the public nor any person of any portion of the Full Public Access Improvements for any purpose or period of time shall be construed, interpreted, or deemed to create any rights or interests to or in the Full Public Access Improvements other than the rights and interests expressly granted in this Development Agreement. The right of the public or any person to make any use whatsoever of the Full Public Access Improvements or any portion thereof is not meant to be an implied dedication for the benefit of, or to create any rights or interests in, any third parties.

7. Arrest or Removal of Persons. Developer shall have the right (but not the obligation) to use lawful means to effect the removal of any person or persons who creates a public nuisance, who otherwise violates the applicable rules and regulations, or who commits any crime including, without limitation, infractions or misdemeanors in or around the Full Public Access Improvements.

8. Project Security During Period of Non-Access. Developer shall have the right to block entrances to install and operate security devices and to maintain security personnel in and around the Full Public Access Improvements to prevent the entry of persons or vehicles during the time periods when public access to the Full Public Access Improvements or any portion thereof is restricted or not permitted pursuant to this Development Agreement. Developer's proposal to install permanent architectural features that serve as security devices such as gates and fences shall be subject to design review as detailed in the Development Agreement and the Project SUD (including SFFD, as appropriate).

9. Removal of Obstructions. Developer shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object or thing left or deposited on the Full Public Access Improvements deemed to be an obstruction, interference, or restriction of use of the Full Public Access Improvements for the purposes set forth in this Agreement, including, but not limited to, personal belongings or equipment abandoned in the Full Public Access Improvements during hours when public access is not allowed pursuant to these Regulations.

10. Temporary Structures. Subject to Developer's right to use the Full Public Access Improvements for temporary construction staging related to adjacent development as set forth in Paragraph 1 of this Exhibit, no trailer, tent, shack, or other outbuilding, or structure of a temporary character, shall be used on any portion of the Full Public Access Improvements at any time, either temporarily or permanently; provided, however, that Developer may approve the use of temporary tents, booths, and other structures in connection with Public Events or Special Events.

EXHIBIT N

Phasing Plan and Phasing Diagram

INDIA BASIN PHASING PLAN

1. PHASING GENERALLY

1.1 Generally. The purpose of this Phasing Plan is to ensure that Developer delivers the Associated Community Benefits proportionately with the development of market-rate housing and commercial-office uses taking into account the Project as a whole. As such, subject to any modifications to this Phasing Plan approved in accordance with Section 3.2.5 and 3.2.6 of the Development Agreement, (1) affordable housing must be delivered with certain levels of development in accordance with the Housing Plan; (2) transportation and transit improvements must be delivered as set forth in the Transportation Plan; (3) Infrastructure, including access and utilities (including storm water controls) necessary to accommodate development of a particular Development Phase or development blocks within a Phase will be provided in accordance with Section 3 below, as finally determined by the City in connection with a Development Phase Approval for each applicable Development Phase; (3) Privately-Owned Community Improvements will be provided with a particular residential or commercial building block or project building within a Development Phase as described in Section 3 below; and (4) Parks and Open Spaces must be delivered in connection with certain levels of development within a Development Phase as described in Section 3 below. This Phasing Plan is focused on development phasing, and does not override or supersede any of the specific requirements of the Plan Documents, including the Infrastructure Plan, or the Mitigation Measures.

1.2 Development Phases. The attached Phasing Diagram identifies the following three Development Phases:

- Hillside
- Flats
- Cove

As provided in Section 3.2.1 of the Development Agreement, Developer may develop the Development Phases in such order and time as determined by Developer in the exercise of its sole and subjective business judgment, but subject to the requirements of the Development Agreement with respect to Associated Community Benefits.

2. AFFORDABLE HOUSING

Affordable housing will be delivered alongside market rate housing, in accordance with the terms and conditions of the Housing Plan.

3. INFRASTRUCTURE, PRIVATELY-OWNED COMMUNITY IMPROVEMENTS AND PARKS AND OPEN SPACE BY DEVELOPMENT PHASE

3.1 HILLSIDE

3.1.1 Infrastructure. Improvement plans submitted to the City for development of Hillside must include the following elements:

(a) Streets and Transportation. Hillside includes construction of Arelious Walker (from Innes to New Hudson), New Hudson (from Arelious Walker to Earl Street) and Earl Street (from New Hudson to Innes Avenue) and all associated Infrastructure, as further described below. Construction of this portion of New Hudson Avenue will include installation of the two-way separated cycle track. This Development Phase includes construction of all improvements to the intersection at Innes and Arelious Walker Streets, including crosswalks, sidewalks, installation of traffic signals and striping of a left turn lane. It will also include construction of all intersection improvements at Earl and Innes Streets.

(b) Utilities. Hillside will include storm drain (SD), domestic water (DW), non-potable water (NPW) and joint trench (JT) facilities, including a sanitary sewer (SS) main collecting in Arelious Walker Drive and connecting to the pump station constructed as part of the Decentralized Non-Potable Water Reuse System (DNWRS; shown as OS14 on the Phasing Diagram[1]). The DNWRS and pump station analyses are included in the India Basin Sanitary Sewer System Master Utility Plan and Storm Drain System Master Utility Plan set forth in the Infrastructure Plan. Hillside will also include a SS force main connecting Infrastructure in the Big Green to the combined sewer main in Innes Avenue. Water mains, storm drain lines, and joint trench facilities constructed in this Development Phase will connect to the existing infrastructure in Innes Avenue. The SD mains in New Hudson Avenue and Arelious Walker Drive will drain to Infrastructure in the Big Green for treatment and outfall to the Bay. The existing utilities in Earl Street will stay functioning to serve the existing buildings.

3.1.2 Privately-Owned Community Improvements.

(a) Scope of Improvements. Hillside will include the following Privately-Owned Community Improvements.

(i) Parcel Break 1 (PB1);

(ii) Parcel Break 2 (PB2); and

(iii) Transit Plaza (TP).

[1] All references to Parcels, Parcel Breaks (PB), Open Spaces (OS) and Transit Plaza (TP) in this Exhibit are as shown in the Phasing Diagram.

(b) Implementation and Schedule of Performance.

(i) Developer must include the portion of Parcel Break 1 and Parcel Break 2 that lies within each Parcel (i.e. Parcel H1, H2 or H3) within Hillside on the tentative subdivision map that includes that Parcel.

(ii) Developer must include the Transit Plaza on the tentative subdivision map that includes Parcel H1.

(iii) Conditions of approval on each tentative map for Parcel H1, H2 and H3, as applicable, will require the recordation of CC&Rs before the issuance of the first temporary certificate of occupancy ("**TCO**") for a building constructed on Parcel H1, H2, or H3, allowing the public to use the Transit Plaza, and the portion of Parcel Break 1 and Parcel Break 2 that lies within the applicable Parcel, subject to customary and reasonable rules and regulations for the life of the Project. Responsibility for Parcel Break 1 and 2 may be allocated in its entirety to the HOAs for either adjacent Parcel as set forth in the first CC&Rs recorded, or such responsibility may be shared among the two Parcels. Responsibility for the Transit Plaza will remain with the H1 Parcel.

(iv) Developer must complete the Hillside Privately-Owned Community Improvements in accordance with the following schedule:

(1) Developer must substantially complete the portion of Parcel Break 1 and Parcel Break 2 that lies within each Parcel (i.e. Parcels H1, H2 and H3) as a condition to the City's issuance of the first TCO for a building constructed on that Parcel that abuts the Parcel Break.

(2) Developer must substantially complete Transit Plaza as a condition to the City's issuance of the TCO for the closest adjacent building to be constructed on Parcel H1.

3.1.3 Parks and Open Space

(a) Scope of Improvements. Hillside will include the following Parks and Open Spaces:

(i) Public Market (OS1);

(ii) Central Big Green (POS2); and

(iii) Recycled Water Parcel (OS14).

(b) Schedule of Performance.

(i) Developer must substantially compete the Central Big Green (POS2) and Recycled Water Parcel (OS14) as a condition to the City's issuance of a TCO for the dwelling unit that represents 50% of the dwelling units in Hillside.

(ii) Developer must substantially complete the Public Market (OS1) as a condition to the City's issuance of a TCO for the dwelling unit that represents 75% of the dwelling units in Hillside.

(c) Remedies.

(i) If Developer fails to substantially complete the applicable Parks and Open Space within the time required under Section 3.1.3(b) above, the City may withhold TCOs or Later Approvals within the Hillside Development Phase unless Developer (i) has completed at least 75% of the applicable Parks and Open Space and (ii) provides the City with a letter of credit or other equivalent security reasonably approved by the RPD Director in consultation with the City Attorney in an amount equal to 125% of the estimated cost to complete the applicable Parks and Open Space. At no point will TCOs or Later Approvals within Hillside Development Phase the be issued if the applicable Parks and Open Space have not been at least 50% completed, but Developer and the City may meet and confer regarding a lower percentage of Completion of the applicable Parks and Open Space if Developer provides a corresponding increase in the amount of security acceptable to the City in its sole discretion. In City's consideration of a lower percentage of completion and required security, City shall take into account conditions and circumstances that may have affected the Phase that are beyond Developer's reasonable control (other than failure to obtain financing or have adequate funds, increases in costs, changes in market conditions, or the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for a permit).

3.2 **FLATS**

3.2.1 Infrastructure. Improvement plans submitted to the City for development of Flats must include the following elements:

(a) Streets and Transportation. Flats includes construction of the Shared Public Ways (i.e., Spring Lane, Fairfax Lane, and Beach Lane).

(b) Utilities. The Shared Public Ways in the Flats will have SD, SS, DW, NPW, and JT installed in accordance with the Infrastructure Plan. Domestic and non-potable water mains as well as JT facilities will connect to the Infrastructure already in place in New Hudson Avenue. The SD main on Beach Lane connects to a SD line on Perched Beach and eventually to Outfall Z draining to the Bay. The SD main in Spring Lane will connect to an SD line in the Big Green which drains to the Bay through Outfall Y.

3.2.2 Privately-Owned Community Improvements.

(a) Scope of Improvements. The Flats will include the following Publicly-Owned Community Improvements.

(i) The Town Triangle (shown on the Phasing Diagram as OS5).

(ii) Parcel Break 4 (shown on the Phasing Diagram as PB4).

(iii) Parcel Break 5 (shown on the Phasing Diagram as PB5).

(iv) Parcel Break 6 (shown on the Phasing Diagram as PB6).

(v) Parcel Break 7 (shown on the Phasing Diagram as PB7).

(vi) Parcel Break 8 (shown on the Phasing Diagram as PB9).

(vii) Parcel Break 9 (shown on the Phasing Diagram as PB9).

(viii) Earl Path (shown on the Phasing Diagram as OS13)

(b) Implementation and Schedule of Performance.

(i) Developer must include the Town Triangle on the first tentative subdivision map to be submitted that includes Parcel F1.

(ii) Developer must include the applicable Parcel Break on the first tentative subdivision map that includes a development parcel that abuts such Parcel Break.

(iii) Developer must include Earl Path (OS13) on the first tentative subdivision map submitted that includes either Parcel F6 or Parcel F8.

(iv) Conditions of approval on each tentative subdivision map will require the recordation of CC&Rs before the issuance of the first TCO for a building constructed on a development parcel within the Flats, allowing the public to use the applicable portion of the Parcel Break, Town Triangle and Earl Path (as applicable) within the boundaries of such development parcel, subject to customary and reasonable rules and regulations, for the life of the Project. Responsibility for each Parcel Break may be allocated in its entirety to the HOAs for any adjacent Parcel as set forth in the first CC&Rs recorded, or such responsibility may be shared among the applicable Parcels. Maintenance of the Town Triangle and Earl Path will be funded with CFD Proceeds in accordance with the Financing Plan.

(v) Developer must complete the Flats Privately-Owned Community Improvements in accordance with the following schedule:

(1) Developer must substantially complete each Parcel Break located within a development parcel as a condition to the City's issuance of

the first TCO for a building constructed within that development parcel that abuts the Parcel Break.

(2) Developer must substantially complete the Town Triangle as a condition to the City's issuance of the first TCO for a building constructed on Parcel F1 that abuts the Town Triangle.

(3) Developer must substantially complete Earl Path before the issuance of the TCO for the final building on either Parcel F6 or F8, whichever comes last.

3.2.3 Parks and Open Space

(a) Scope of Improvements. Flats will include the following Parks and Open Spaces:

(i) East Shoreline (POS3).

(b) Schedule of Performance.

(i) Developer must substantially compete the East Shoreline (POS3) as a condition to the City's issuance of a TCO for the dwelling unit that represents 75% of the dwelling units in the Flats.

(c) Remedies.

(i) If Developer fails to substantially complete the East Shoreline within the time required under Section 3.2.3(b) above, the City may withhold TCOs or Later Approvals within the Flats Development Phase unless Developer (i) has completed at least 75% of the East Shoreline and (ii) provides the City with a letter of credit or other equivalent security reasonably approved by the RPD Director in consultation with the City Attorney in an amount equal to 125% of the estimated cost to complete the East Shoreline. At no point will TCOs or Later Approvals within the Flats Development Phase be issued if the East Shoreline has not been at least 50% completed, but Developer and the City may meet and confer regarding a lower percentage of Completion of the East Shoreline if Developer provides a corresponding increase in the amount of security acceptable to the City in its sole discretion. In City's consideration of a lower percentage of completion and required security, City shall take into account conditions and circumstances that may have affected the Phase that are beyond Developer's reasonable control (other than failure to obtain financing or have adequate funds, increases in costs, changes in market conditions, or the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for a permit).

3.3 **COVE**

3.3.1 Infrastructure. Improvement plans submitted to the City for development of Cove must include the following elements:

(a) Streets and Transportation. Cove will include the street construction of New Hudson Avenue (from Griffith Street to Arelious Walker) and Griffith Street, as well as street improvements along Innes. The construction of New Hudson Avenue will include the two-way separated cycle track and the connection point at the foot of Griffith Street to the Bay Trial and the bike facilities through 900 Innes. The intersection improvements at Griffith Street and Innes will also be constructed during this Development Phase.

(b) Utilities. Cove includes SD, SS, DW, NPW, and JT facilities in New Hudson Avenue, connecting to the already in place utility lines in Arelious Walker Drive. The Infrastructure in Cove includes a SS line connecting the main in New Hudson Avenue to the Infrastructure in place for the DNWRS facility in the Big Green. It will also include a SD line connecting the SD main in New Hudson Avenue to Outfall Y, and a separate SD force main connecting to a treatment area constructed in the Big Green.

3.3.2 Privately-Owned Community Improvements.

(a) Scope of Improvements.

(i) Parcel Break 3 (shown on the Phasing Diagram as PB3).

(ii) The Grocery Store, as described below.

(iii) Child Care Facility, as described below.

(b) Implementation and Schedule of Performance.

(i) Parcel Break 3. Developer must include Parcel Break 3 on a tentative subdivision map submitted that includes either Parcel C1 or Parcel C2. The tentative subdivision map that includes either Parcel C1 or Parcel C2 will require the recordation of CC&Rs before the issuance of the first TCO for a building constructed on either Parcel C1 or Parcel C2, requiring the applicable owner's association to allow the public to use Parcel Break 3, subject to customary and reasonable rules and regulations, for the life of the Project. Responsibility for Parcel Break 3 may be allocated in its entirety to the HOAs for either Parcel C1 or Parcel C2 as set forth in the first CC&Rs recorded, or such responsibility may be shared among the Parcels. Developer must substantially complete Parcel Break 3 as a condition to the City's issuance of the first TCO for a building constructed on Parcel C1 or Parcel C2 that abuts the Parcel Break.

(ii) Grocery Store. As a condition to the City's issuance of a site permit for the first building to be constructed within Cove, Developer will make commercially reasonable efforts to secure a grocery store tenant with a minimum footprint of 10,000 square feet for the applicable building (which size may be decreased with Planning Director approval if another grocery store opens in the vicinity or Developer demonstrates the market need for smaller space) in accordance with the requirements of this Section (the "**Grocery Store**"). Developer will satisfy this obligation if it constructs a building or commercial unit within such building that is adequate to accommodate the

Grocery Store that devotes a majority of its usable square footage to selling food staples and fresh dairy products, meat and produce. For purposes of attracting a Grocery Store, "commercially reasonable efforts" means a targeted marketing program, which may be through established retail brokers, reasonably designed to attract a grocery store tenant at then-prevailing market rents for suitable retail space constructed within the applicable building. If Developer fails to enter into a Grocery Store lease after a continuous marketing period of not less than 24 months (starting at least 12 months before issuance of a TCO for the applicable space), Developer will submit a report to the Planning Director, detailing its commercially reasonable efforts, and thereafter, upon the Planning Director's confirmation that good faith effort was made as required, Developer may enter into a lease for a different use. Nothing in the foregoing prevents Developer from allowing pop-up temporary uses of the space, consistent with zoning, while it markets the space for a Grocery Store.

(iii) Child Care Facility. As a condition to the City's issuance of the first site permit for a building within Cove, Developer will record a Restrictive Covenant against one of the development parcels (chosen by Developer in its sole discretion) that will require the applicable developer of the parcel to provide "cold shell" space for a childcare facility within any building constructed on the Parcel meeting the requirements of this Section. The child care facility must be at least 3,000 square feet of interior space, with sufficient protected outdoor space to meet the requirements of California law, to serve a minimum of 40 children and be available for lease to a licensed nonprofit operator without charge for rent, utilities, property taxes, building services, repairs or any other charges of any nature, as evidenced by a lease and an operating agreement between the sponsor and the provider with minimum terms of three years. Thereafter, the childcare facility must be available to a licensed nonprofit operator for an additional period of five years, at a cost not to exceed actual operating and tenant improvement costs reasonably allocated to similar facilities in similar buildings, amortized over the remaining term of the lease.

3.3.3 Parks and Open Space

(a) Scope of Improvements. Cove will include the following Parks and Open Spaces:

(i) North Shoreline (POS4).

(b) Schedule of Performance.

(i) Developer must substantially compete the North Shoreline (POS4) as a condition to the City's issuance of a TCO for the dwelling unit that represents 75% of the dwelling units in the Cove.

(c) Remedies.

(i) If Developer fails to substantially complete the North Shoreline within the time required under Section 3.3.3(b) above, the City may withhold TCOs or Later Approvals within the Cove Development Phase unless Developer (i) has completed at least 75% of the North Shoreline and (ii) provides the City with a letter of

credit or other equivalent security reasonably approved by the RPD Director in consultation with the City Attorney in an amount equal to 125% of the estimated cost to complete the East Shoreline. At no point will TCOs or Later Approvals within the Cove Development Phase be issued if the North Shoreline has not been at least 50% completed, but Developer and the City may meet and confer regarding a lower percentage of completion of the North Shoreline if Developer provides a corresponding increase in the amount of security acceptable to the City in its sole discretion. In City's consideration of a lower percentage of completion and required security, City shall take into account conditions and circumstances that may have affected the Phase that are beyond Developer's reasonable control (other than failure to obtain financing or have adequate funds, increases in costs, changes in market conditions, or the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for a permit).

3.4 Option for Commercial Space. Developer grants to City an option to lease approximately 5,000 square feet of ground floor community facility space within a completed building in the Flats or the Cove. In the Development Phase Application for the applicable Phase, Developer will identify the building where the option lease space will be located. If City wishes to exercise the option, City will notify Developer in the Development Phase Approval, and the Parties will negotiate a letter of intent for the proposed lease. The lease will, at a minimum, provide for fair market rent for a term of not less than ten (10) years and otherwise on commercially reasonable terms. Following the letter of intent, the parties will negotiate the commercial lease in good faith, consistent with the letter of intent, as soon as possible but in any event before the completion of the applicable building. If the parties are not able to agree on the fair market rent, they will submit the matter to baseball arbitration with qualified MAI appraisers with experience valuing commercial real estate in San Francisco for not less than 10 years. The lease will be subject to Board of Supervisor's approval and annual certification by the Controller that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.

CONCEPTUAL PHASING EXHIBIT

EXHIBIT O

Map of Public Improvements

GRIFFITH STREET
NEW HUDSON AVENUE
ARELIOUS WALKER DRIVE
NEW HUDSON AVENUE
SPRING LANE
FAIRFAX LANE
BEACH LANE
EARL STREET
PUBLIC IMPROVEMENTS
RPD PARKS AND OPEN SPACE
STREETS, SIDEWALKS, BIKE PATHS, AND BULBOUTS
PRIVATELY OWNED, PUBLICLY ACCESSIBLE OPEN SPACE
INNES AVENUE IMPROVEMENTS

EXHIBIT P

Public Trust Exchange Agreement

Recorded at the Request of and When Recorded Mail to:

Andrew Kershen
Legal Department
California State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, California 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS:
Document entitled to free
Recordation Pursuant to
Government Code Section 27383
NO TAX DUE

[Space Above for Recorder's Use]

SLC File No.: _____
APNs: _____

PUBLIC TRUST EXCHANGE AND TITLE SETTLEMENT AGREEMENT FOR INDIA BASIN

This PUBLIC TRUST EXCHANGE AND TITLE SETTLEMENT AGREEMENT FOR INDIA BASIN (**Agreement**) is dated for reference as of _____, 2018. The parties to the Agreement are the STATE OF CALIFORNIA, acting by and through the STATE LANDS COMMISSION (**Commission**), the CITY AND COUNTY OF SAN FRANCISCO, a charter City (**City**), the CITY AND COUNTY OF SAN FRANCISCO, acting by and through the SAN FRANCISCO PORT COMMISSION (Port), as a trustee under Chapter 1333 of the Statutes of 1968 (as amended, **Burton Act**), and _____ LLC, a _____ limited liability company (**Developer**). The Commission, City, Port and Developer are each a "Party" and are referred to together as the "Parties." This Agreement is entered into pursuant to Section 5 of Chapter 310 of the Statutes of 1987 (**Chapter 310**).

RECITALS

A. This Agreement concerns approximately 29 acres of land situated within and adjacent to the area commonly known as India Basin (**Project Area**), as more particularly shown on Exhibit A attached hereto, together with certain submerged lands adjacent to the Project Area (**Adjacent Submerged Lands**). The Project Area consists in part of former tide and submerged lands (collectively "**tidelands**") that have been filled and reclaimed that are subject to the common law public trust for commerce, navigation, and fisheries (**Public Trust**), filled and reclaimed tidelands in which the Public Trust status is uncertain, and filled and reclaimed tidelands and uplands that are not subject to the Public Trust. The existence of the Public Trust on the Adjacent Submerged lands is also in dispute. The purpose of this Agreement is to settle certain boundary and title disputes related to the Public Trust within the Project Area and the Adjacent Submerged Lands and to establish and reconfigure the location of lands subject to the

Public Trust and lands free of the Public Trust within the Project Area, through the conveyances provided for in this Agreement, subject to the terms and conditions of this Agreement.

B. This Agreement authorizes an exchange of lands that will impress or confirm the Public Trust on certain lands within the Project Area (**Trust Addition Lands**), described in Exhibit B (Legal Description and Illustrative Plat of Trust Addition Lands), and will terminate any Public Trust interest in certain other lands within the Project Area (**Trust Termination Lands**), described in Exhibit C (Legal Description and Plat of Trust Termination Lands). The Trust Addition Lands and Trust Termination Lands are referred to together as the "**Exchange Lands**."

C. The extent to which the Project Area and the Adjacent Submerged Lands may be subject to the Public Trust is uncertain and subject to dispute, the resolution of which would require extensive land title and boundary litigation at great public expense. The circumstances giving rise to the Public Trust title uncertainty include the following:

1. Upon its admission to the Union on September 9, 1850, the State of California (**State**), by virtue of its sovereignty, received all right, title, and interest in the tidelands within its boundaries up to the ordinary high water mark, subject to the Public Trust. The Project Area includes lands that were tidelands at statehood, subject to the Public Trust. The Project Area also includes lands that were above the ordinary high water mark at statehood, and were, therefore, not subject to the Public Trust.

2. Most of the former and current tidelands within the Project Area were granted by the State into private ownership in the 1800s. Chapter 325 of the Statutes of 1863 authorized the Commissioners of Swamp and Overflowed Lands to sell certain State-owned lands waterward of Hunters Point, including a portion of the Project Area, to the South San Francisco Homestead and Railroad Association (**SSF Homestead**).

3. Chapter 543 of the Statutes of 1868 authorized the Board of Tide Land Commissioners (**BTLC**) to auction into private ownership additional State-owned tidelands in the southern portion of the City, including portions of the Project Area, but reserving to the State certain mapped streets (**paper streets**) and other areas reserved for public purposes.

4. Developer presently owns certain former tidelands within the Project Area and the Adjacent Submerged Lands. Developer's title derives from grants of those lands by State into private ownership pursuant to these early statutes and from the conveyance by the City of portions of vacated streets as described in this Recital C(4) below. Developer also owns certain historic uplands within the Project Area. The lands owned by Developer (or to be acquired by Developer prior to closing) within the Project Area are described and depicted for illustrative purposes in Exhibit D (**Developer-Owned Exchange Lands**). As shown on Exhibit D, the Developer-Owned Exchange Lands include (1) lands currently owned by Developer, (2) any portions of Hudson Avenue, Arelious Walker Drive, and Earl Street that have been vacated by the City and conveyed to Developer as of the date of the initial closing of the trust exchange contemplated under this Agreement (**Street Vacation Parcels**) and (3) a parcel that Developer may acquire in the future under an existing Option to Purchase (**Wintersteen Option Parcel**). Because conveyances to Developer of the Wintersteen Option Parcel may occur after the initial closing of the trust exchange contemplated under this Agreement, this Agreement allows for a

subsequent closing that will terminate the trust on the Wintersteen Option Parcel when acquired by Developer.

5. Pursuant to the Burton Act, the State granted to the City the State's sovereign right, title and interest in certain tidelands within the boundaries of the City, to be held in trust for purposes of commerce, navigation, and fisheries and subject to the terms and conditions specified in the Burton Act (**Burton Act Trust**). The Burton Act Trust and the Public Trust are collectively referred to herein as the "**Trust**." As required by the Burton Act, the granted lands are under the administration and control of the City acting by and through the Port. The granted lands held by the Port include certain paper streets within the Project Area mapped by the BTLC.

6. In 1986, in exchange for the City's vacation and conveyance to Developer's predecessor of certain public rights-of-way within the Project Area, the City acquired approximately 10 acres of privately owned lands within the Project Area for streets and a shoreline park. The validity of the City's conveyance of these public rights-of-way is disputed. The park lands acquired by the City consist of lands previously granted into private ownership under Chapter 543 of the Statutes of 1868 and comprise the India Basin Open Space. These park lands are under the jurisdiction of the City acting by and through the San Francisco Recreation and Park Commission (**RecPark**). The streets owned by the City (other than the Burton Act streets) are managed by San Francisco Public Works (**SFPW**).

D. The historic conveyances of the State's tidelands into private ownership and the partial reclamation of those lands has created substantial uncertainty as to the present configuration of Trust lands within the Project Area. The Trust status of the lands originally conveyed to SSF Homestead, and of the lands conveyed by the BTLC that were never filled and reclaimed, is in dispute. In addition, the lands conveyed by the BTLC that have been filled and reclaimed, including much of the present waterfront, are free of the Trust by application of the decision of the California Supreme Court in *City of Berkeley v. Superior Court* (1980) 26 Cal. 3d 515. As a result, within the Project Area, large portions of the shoreline are free of the Trust or have disputed Trust status, and the majority of the submerged lands are in private ownership with disputed Trust status. The Trust lands held by the Port consist primarily of paper street fragments within the India Basin Open Space and are separated by non-trust blocks. The SSF Homestead lands are mostly cut off from the water and are not useful for Trust purposes but cannot be developed without resolution of Trust title issues.

E. Developer has proposed a development plan for the Project Area (**Project**) that includes contributing private land to expand India Basin Open Space into a major waterfront park (**India Basin Park**), with connections to India Basin Shoreline Park and the historic Shipwright's Cottage to the north, and to the future Northside Park in the former Hunters Point Shipyard to the south. The Project requires the Developer to construct a network of new and improved parks and open spaces within the Project Area that will draw visitors to the immediately adjacent waterfront. The Project would also extend the Blue Greenway portion of the San Francisco Bay Trail, which connects China Basin to Candlestick Point, to include pedestrian and bicycle connections to and along the shoreline. Outside of India Basin Park, the Project would include development of a mixed-use project that would allow for residential, commercial, institutional, and recreational and art uses, and include space for a new childcare

facility, grocery store, and community center. The Project will provide protections against sea level rise and fund the ongoing maintenance of the India Basin Park, 900 Innes, and India Basin Shoreline Park in perpetuity through a Community Facilities District. The City has approved a development agreement for the Project (**Development Agreement**), authorizing development of the Project and related conveyances of land that will require implementation of the exchange authorized herein.

F. Chapter 310 authorizes the City, subject to Commission approval, to exchange City property subject to the Trust for property not subject to the Trust if the City and the Commission determine that the land to be exchanged out of the Trust: (1) has been filled and reclaimed; (2) is cut off from access to the waters of the Bay; (3) represents a relatively small portion of the granted tide and submerged lands; (4) is no longer needed or required for the promotion of the Trust; and (5) can be removed from the Trust without causing any substantial interference with Trust uses and purposes. In addition, the land to be exchanged into the Trust must have an economic value equal to or greater than the economic value of land to be exchanged out of the Trust. This Agreement sets forth the procedures for and the terms of an exchange pursuant to Chapter 310. The findings made in support of this Agreement are in accordance with Chapter 310.

G. The land exchange and title settlement described in this Agreement is needed to confirm the State's sovereign interest in certain lands subject to the Trust; to confirm or impress the Trust on the lands of greatest value to the Trust in the Project Area; to confirm as non-Trust, or terminate the Trust in, areas that are of little value to the Trust, thereby making development of those areas economically feasible; and to allow the Project Area to be used to the greatest benefit of the people of this State.

H. The exchange will place or confirm in the Trust all of the shoreline lands comprising the Project Area (approximately __ acres), and will terminate the Trust in approximately __ acres of former tidelands within the Project Area that have been filled and reclaimed, are cut off from access to the waterfront, and are no longer needed for Trust purposes. None of the Trust Termination Lands are lands granted to the City by the State. All of the Trust Termination Lands are lands previously conveyed by the State to private parties, some of which were later acquired by the City. The Parties dispute the Trust status of the Trust Termination Lands and the Parties wish to settle their claims pursuant to the exchanges contemplated by this Agreement.

I. The Parties have conducted independent studies and evaluations of the title evidence, the principles of law, and the merits of their legal positions. The Commission has reviewed an appraisal and other information prepared to analyze monetary value of the Trust Termination Lands and the Trust Addition Lands and has reached an independent conclusion regarding the economic value of these properties. The monetary value of land or interests in land to be received as Trust Addition Lands is equal to or greater than the monetary value of the land or interests in land to be given in the Trust Termination Lands.

J. The land title transfers provided for in this Agreement will be accomplished through the following recorded conveyances, subject to the conditions of closing and other terms and conditions of this Agreement:

1. City will convey to the Commission all of its right, title and interest in the Exchange Lands by quitclaim deed;

2. Developer will convey to the Commission all of its right title and interest in the Developer-Owned Exchange Lands by quitclaim deed;

3. After accepting the above conveyances, the Commission will convey to City all of its right title and interest in the Trust Addition Lands, subject to the Trust; and

4. After accepting the above conveyances, the Commission will convey by patent the Trust Termination Lands to Developer in part, and to the City in part, free of the Trust.

K. The San Francisco Board of Supervisors, by Ordinance _____, adopted on _____, approved this Agreement and authorized the Port, RecPark and the Director of Real Estate to enter into this Agreement on behalf of the City. The San Francisco Port Commission approved this agreement by Resolution _____ adopted on _____. The San Francisco Recreation and Park Commission approved this agreement by Resolution _____ adopted on _____. The Commission approved this Agreement at its meeting of _____.

AGREEMENT

In consideration of the foregoing recitals and the following conveyances and terms, the Parties hereby agree as follows:

1. Conveyances to Effectuate Exchange. Subject to the conditions of closing and other terms and conditions of this Agreement, the Parties shall make the following conveyances of property:

a. City and Port Conveyance to State. City and Port shall convey, remise, release, and forever quitclaim to the Commission all of City's and Port's right, title, and interest, including any right, title and interest held in trust pursuant to the Burton Act, in the Exchange Lands. The conveyance shall be by Quitclaim Deed in the form of Exhibit E (Form of City and Port Quitclaim Deed).

b. Developer Conveyance to State. Developer shall convey, remise, release, and forever quitclaim to the Commission all of Developer's right, title, and interest in the Developer-Owned Exchange Lands, which conveyance shall be by quitclaim deed in the form of Exhibit F (Form of Developer Quitclaim Deed). If the Street Vacation Parcels have not been conveyed to Developer as of the date of the Initial Closing Phase described in Section 2 below, then the Street Vacation Parcels will not be excluded from the Developer-Owned Exchange Lands, but will be included in the Exchange Lands conveyed by the City under Section 1.a above.

c. State Conveyance of Trust Addition Lands to City. Upon accepting the Trust Addition Lands, the Commission shall convey, remise, release, and forever quitclaim, in trust, to the Port all of the State's right, title, and interest (including any right, title, and interest existing by virtue of its sovereignty) in the Trust Addition Lands, including, without limitation, those portions of the Trust Addition Lands that are to be conveyed by Developer to the City

(**Developer Trust Addition Lands**), which conveyance shall be by Patent in the form of Exhibit G (Form of Public Trust Patent), and the lands conveyed shall be held by Port as sovereign lands subject to the Trust.

d. State Conveyance of Developer Trust Termination Lands to Developer. The Commission shall convey, remise, release, and forever quitclaim to Developer all of the State's right, title, and interest (including any right, title, and interest existing by virtue of its sovereignty) in that portion of the Trust Termination Lands to be owned by Developer (**Developer Trust Termination Lands**), which conveyance shall be by Patent in the form of Exhibit H (Form of Developer Trust Termination Patent) and shall specifically release and terminate any Trust interest in the lands conveyed.

e. State Conveyance of City Trust Termination Lands to City. Upon accepting the Trust Termination Lands, the Commission shall convey, remise, release, and forever quitclaim to City all of the State's right, title, and interest (including any right, title, and interest existing by virtue of its sovereignty) in that portion of the Trust Termination Lands to be owned by City (**City Trust Termination Lands**), which conveyance shall be by Patent in the form of Exhibit I, and shall specifically release and terminate any Trust interest in the lands conveyed, and these lands shall be held by the City's Real Estate Division free of the Trust.

2. Conveyance Order and Phasing.

a. The conveyances listed in Section 1 shall be effected as a single closing phase, or multiple closing phases, as described in this Section 2. At a minimum, the first closing phase (**Initial Closing Phase**) will include all Exchange Lands other than the Wintersteen Option Parcel and Parcel 9.

b. If the Wintersteen Option Parcel has not yet been conveyed to Developer at the time of the Initial Closing Phase, then a subsequent closing phase will occur on or after the date that Developer acquires title to the Wintersteen Option Parcel, in which the Wintersteen Option Parcel shall be conveyed in accordance with the procedures under Section 1.a (City Conveyance to State); 1.b (Developer Conveyance to State); and 1.d (State Conveyance of Developer Trust Termination Lands to Developer).

c. As to any portion of Parcel 9 or the Adjacent Submerged Lands for which the Commission has made the findings set forth in Section 8 prior to the Initial Closing Phase, those lands shall be exchanged into the Trust as part of the Initial Closing Phase. As to any other portion of Parcel 9 or the Adjacent Submerged Lands, one or more subsequent closing phases will occur on or after the date on which the Commission makes the findings set forth in Section 8, in which the lands for which the findings have been made shall be conveyed in accordance with the procedures under Section 1.a (City Conveyance to State); 1.b (Developer Conveyance to State); and 1.c (State Conveyance of Trust Addition Lands to City).

d. Each conveyance above shall be recorded in the public records of the City and County of San Francisco (**Public Records**) sequentially and on the same day.

3. State Minerals Reservation. The Commission excepts from the conveyances of the Trust Addition Lands made by the Commission pursuant to this Agreement and reserves

unto the State, its successors and assigns, forever, any and all minerals and any and all mineral rights in the lands of every kind and character now known to exist or hereafter discovered in the Trust Addition Lands and Adjacent Submerged Lands hereafter conveyed to the Port pursuant to this Agreement. Such mineral rights shall include, but are not limited to, oil and gas rights, together with the sole, exclusive, and perpetual right to explore for, remove, and dispose of those minerals by any means or methods suitable to the State or to its successors and assigns, except that, this reservation shall not include the right of the State or its successors or assigns in connection with any mineral reservation, removal, or disposal activity, to do either of the following: (1) enter upon, use or damage the surface of the lands or interfere with the use of the surface by Port or Port's successor, assigns, or lessees; or (2) conduct any mining activities of any nature whatsoever above a plane located five hundred (500) feet below the surface of the lands without written permission of the Port or its successors or assigns.

4. Commission Findings. The Commission, effective upon recordation of this Agreement, makes the following findings as required by Chapter 310 and to comply with Article X section 3 of the California Constitution:

a. The Trust Termination Lands have been filled and reclaimed and are cut off from access to the waters of San Francisco Bay

b. The lands or interests in lands in which the Trust will be terminated constitute a relatively small portion of the lands granted to the City and County of San Francisco and are no longer is needed or required for the promotion of the Trust.

c. No substantial interference with Trust uses and purposes will ensue by virtue of the exchange.

d. The lands or interests in lands to be impressed with the Trust have an economic value equal to or greater than that of the lands or interests in lands removed from the Trust.

5. Additional Findings. The Commission, effective upon execution and recordation of this Agreement, has made findings that there are title and boundary disputes over the Project Area. This Agreement is in settlement of a title and boundary problem and is therefore exempt from the California Environmental Quality Act pursuant to Public Resources Code section 21080.11. The City has also completed a Final Environmental Impact Report for the Project, which was certified by the San Francisco Planning Commission on July 26, 2018 (Planning Department Case No. 2014-002541ENV; State Clearinghouse No. 2016062003) (**India Basin EIR**).

6. Closing. "**Closing**" or "**Closing Date**" shall mean the date that this Agreement (if not previously recorded) and the conveyances described in Section 1 above are recorded in the Public Records. If the Closing occurs in two or more phases, then each date of closing will be considered a "Closing" or Closing Date." The Closing shall be consummated through the offices of **[Chicago Title; address]** (**Title Company**), Escrow No. [_____], attention [_____] (the "**Escrow**"). Upon satisfaction of all pre-conditions to Closing required pursuant to the Development Agreement, Developer and City shall establish an escrow with the Title Company and City shall provide written notice to the Executive Officer of the

Commission and designated representative of Developer (**Closing Notice**). The Closing Notice shall include a list of all documents required to close escrow with required signatories indicated, and drafts of all deeds, instruments, certificates of acceptance, title commitments, and other documents that are required for the closing and are within City's and/or Developer's responsibility and control. The Parties shall use commercially reasonable efforts to close within 90 days of receipt of the notice.

7. Procedures for Adjusting Parcel Boundaries. The Parties anticipate that a number of development approvals within the Project Area, including the approval of detailed infrastructure plans, subdivision maps, and parcel maps, will be obtained after the effective date of this Agreement and, in some cases, after the exchange has closed. The engineering and design information developed in connection with those approvals will assist in determining the precise location of land parcel boundaries and of project infrastructure. Accordingly, minor adjustments to the boundaries between the Trust Addition Lands and the Trust Termination Lands, as those boundaries are depicted in the exhibits to this Agreement, or as they may be described in deeds implementing this Agreement, may become necessary or desirable as more detailed site information is developed. Such a change (**Parcel Boundary Adjustment**) shall proceed in accordance with the following procedures:

a. The City and Port (with the consent of Developer if the adjustment would affect the boundary line of property to be conveyed to Developer), may request from the Executive Officer approval of a Parcel Boundary Adjustment. The City, Port, or Developer shall provide the Executive Officer with any maps, legal descriptions, surveys, or other information necessary to review the proposed Parcel Boundary Adjustment. The Executive Officer shall approve the Parcel Boundary Adjustment if he or she finds in his or her sole discretion that the Parcel Boundary Adjustment would not constitute a material change in parcel boundaries. If the Executive Officer determines that the proposed Parcel Boundary Adjustment would constitute a material change in parcel boundaries, he or she shall refer the Parcel Boundary Adjustment to the Commission, whose consideration of the referral shall proceed pursuant to Section 7.b.

b. The Commission may approve a Parcel Boundary Adjustment if it determines that the Parcel Boundary Adjustment, based on final legal descriptions, would not constitute a material change in parcel boundaries, or would constitute a material change in parcel boundaries but the Commission makes the findings set out in Section 4 of this Agreement as to the revised Trust configuration. The Commission shall not unreasonably delay or withhold its approval, subject to the required findings.

c. Following Executive Officer or Commission approval, City, Port, Developer, and Commission staff shall cooperate in the actions necessary to effectuate the Parcel Boundary Adjustment, including, as necessary, the preparation of legal descriptions, deeds, and revised exhibits to this Agreement, at Developer's sole cost and expense. The Parties shall prepare, execute, and record a Memorandum of Parcel Boundary Adjustment including all revised exhibits, which shall, upon recordation, be deemed to replace the corresponding exhibits to this Agreement. If an approved Parcel Boundary Adjustment affects lands previously conveyed pursuant to this Agreement, the Parties shall cooperate in undertaking any conveyances, lot line adjustments or other actions necessary to effectuate the Parcel Boundary Adjustment as to such lands.

8. Parcel 9 and Adjacent Submerged Lands; Easements.

a. Parcel 9 and Adjacent Submerged Lands. Developer, City and Port shall reasonably cooperate with the Commission to take all necessary actions to impress or confirm the Trust on any portion of Parcel 9 or the Adjacent Submerged Lands upon receipt of the Executive Officer's written request following a finding by the Commission that the applicable portion of Parcel 9 or the Adjacent Submerged Lands is suitable to be impressed with the Trust. The Trust shall be impressed or confirmed on the applicable portion of Parcel 9 or the Adjacent Submerged Lands in one or more closings in accordance with Section 2(c), subject to the Executive Officer's and the Port's approval of the physical and legal condition and condition of title of the lands to be conveyed. For purposes of conveyance, the Adjacent Submerged Lands shall be treated in the same manner as the Trust Addition Lands. Prior to such closing, Developer will reasonably cooperate with the Commission in impressing the Adjacent Submerged Lands owned by Developer with a public trust easement in such form as is reasonably approved by the Parties.

b. Easements. The Parties acknowledge that prior to conveyance to the Commission, certain portions of the Trust Addition Lands may be conveyed subject to an easement benefitting Developer's retained lands that will allow the use of such portions to be used for stormwater collection, treatment and outfall, and wetlands mitigation, provided that such use will not interfere with the public park and open space purposes for which the easement area is intended. The proposed easement area is generally shown on the Map attached hereto entitled "Post-Exchange Trust Configuration Overlay," but will not include areas already under Port jurisdiction, and will be in such form as is reasonably approved by the Parties.

9. Conditions Precedent to Closing.

a. Legal Descriptions. It is a condition precedent to a Party's obligation to close escrow for the conveyance or acceptance of real property that the Party has approved the legal description for the real property, which approval shall not be unreasonably withheld. For the Commission, the Executive Officer may grant such approval; for City, the Director of Real Estate may grant such approval; for the Port, the Executive Director may grant such approval.

b. Commission's Closing Conditions. As a condition precedent to the Commission's obligation to close escrow, the Executive Officer shall have approved:

i. The condition of title and the form of a CLTA title insurance policy to be issued by the title company, in the amount of coverage reasonably requested, for the Trust Addition Lands.

ii. The physical condition of the Trust Addition Lands to be conveyed in the Closing, which may include, without limitation, a determination that work on the Trust Addition Lands is subject to the enforceable mitigation measures and project components prescribed in the India Basin EIR regarding Hazardous Substances, including measures that require Developer to: (1) prepare and implement a Site Mitigation Plan for areas above the mean high-water line where development activities involving subsurface disturbance will occur; (2) prepare and implement a Nearshore Sediment and Materials Management Plan for areas below the mean high-water line for any work bayward of the mean high-water line; and (3) take all

required remedial action identified in the foregoing plans to protect human health and the environment with respect to Hazardous Substances in compliance with applicable Environmental Law. For purposes of this Agreement: (1) "**Hazardous Substances**" shall mean any substance which is defined or regulated under any Environmental Law; and (2) "**Environmental Law**" shall mean all present and future federal, state and local laws, statutes, ordinances, regulations, rules, judicial and administrative orders and decrees, permits, licenses, approvals, authorizations and similar requirements pertaining to the protection of human health and safety or the environment.

iii. The Record of Survey described in Section 12 of this Agreement.

c. City's and Port's Closing Conditions. As a condition precedent to City's and Port's obligation to close escrow, all of the following shall have occurred:

i. The Executive Director of the Port and the General Manager of RecPark each shall have approved the matters described in Sections 10(b)(i) through (iii) above.

ii. Developer shall have satisfied all conditions precedent to the City's obligation to close on the exchange as set forth in the Development Agreement, and Developer shall not be in default under the Development Agreement.

d. Developer's Closing Conditions. As a condition precedent to the Developer's obligation to close escrow, City shall have satisfied all conditions precedent to Developer's obligation to close on the exchange as set forth in the Development Agreement, and City shall not be in default under the Development Agreement.

10. Deposits into Escrow.

a. Commission Deposits. At least two (2) business days prior to the Closing, the Commission shall deposit the following documents into escrow:

i. A certified copy of the Minute Item for Staff Report No. ____, the Commission public hearing on _____, showing the Commission's approval of this Agreement;

ii. The Executive Officer's written approval of (A) the condition of title to the Trust Addition Lands as shown in pro forma title commitments in coverage amounts acceptable to the Executive Officer, (B) the form of title insurance to be issued, and (C) the physical condition of the Trust Addition Lands;

iii. A duly signed and attested patent in the form of Exhibit J, transferring to the Developer the Developer Trust Termination Lands, free of the Trust;

iv. A duly signed and attested patent in the form of Exhibit K, transferring to the City the City Trust Termination Lands, free of the Trust; and

v. A duly signed and attested patent in the form of Exhibit I transferring to Port the Trust Addition Lands, subject to the Trust.

b. City and Port Deposits. At least two (2) business days prior to the Closing, City and Port shall deposit the following documents into escrow:

i. Certified copies of Board of Supervisors **[Ordinance/Reso]** _____ adopted on _____, 2018, Port Commission Resolution _____ adopted on _____, 2018, and Recreation and Parks Commission Resolution ___, adopted on ___, 2018, each authorizing entry into this Agreement; and

ii. A duly signed and acknowledged quitclaim deed from City in the form of Exhibit G, transferring to the Commission all of City's right, title and interest in the Exchange Lands, including any interest held by the City as trustee under the Burton Act.

iii. An open space covenant in the form of Exhibit J governing Rec Park operation and management of the Public Trust Lands for park and open space use.

c. Developer Deposits. At least two (2) business days prior to the Closing, Developer shall deposit the following documents into escrow:

i. A duly signed and acknowledged quitclaim deed from Developer in the form of Exhibit H, transferring to the Commission all of Developer's right, title and interest in the Developer-Owned Exchange Lands; and

ii. Pro forma CLTA title insurance commitments for the Trust Addition Lands, in a form and with coverage amounts approved by the Commission.

d. All patents and quitclaim deeds deposited into escrow which name either City, Port, or the Commission as grantee shall include a certificate of acceptance duly executed by the grantee (which certificate may be deposited into escrow separately by the grantee), the appropriate attestations or acknowledgments, and any ancillary documents required by state law or the City's Assessor-Recorder, such as an executed Transfer Tax Affidavits and executed Preliminary Changes of Ownership Record.

e. The Parties shall submit to the escrow agent joint escrow instructions substantially conforming to the foregoing, together with any supplemental instructions necessary to effectuate the intent of this Agreement as may be agreed to in writing by the Parties.

Close of Escrow and Recordation. The joint escrow instructions shall direct the escrow agent to notify the Parties, upon the agent's receipt of all documents listed and described in the escrow instructions, of its intention to close escrow and to record this Agreement, if not already recorded, and all deeds and patents pertaining to the Closing, in the manner specified in, and subject to the requirements of, the escrow instructions.

11. Records of Survey. Within ___ days following the Closing, City or Port shall record (or cause to be recorded) in the Public Records a record of survey, reviewed and approved by the Parties and based on field surveys, showing the boundaries of the Trust Addition Lands and Trust Termination Lands. Each record of survey shall establish the physical location

of boundaries and shall define same with sufficient controlling monuments appropriately placed. If any boundaries shown on a record of survey are later the subject of a Parcel Boundary Adjustment pursuant to Section 7 of this Agreement, City or Port shall place or cause to be placed monuments sufficient to establish the adjusted boundary, and shall file or cause to be filed in Public Records a record of survey, reviewed and approved by the Commission, reflecting the Parcel Boundary Adjustment. Developer shall be responsible for the costs of preparing and recording any survey required by this section. The Commission's approval of the survey may be given by its Executive Officer.

12. Impacts of Sea Level Rise.

a. The exchange authorized by this Agreement is intended to establish with certainty the boundary between lands free of the Trust and lands subject to the Trust within the Project Area, which boundary is intended to be fixed and not subject to change by erosion, accretion, reliction, or submergence, whether due to natural or artificial causes. However, if lands established as free of the Trust should later become submerged or subject to the ebb and flow of the tide below the elevation of mean high water, whether due to erosion or sea level rise (**Inundation**), those lands, for so long as the condition of Inundation exists, shall be subject to an easement in favor of the Public Trust (**Public Trust Easement**); provided, however, that the Public Trust Easement shall not attach until Inundation has existed continuously for five years. Prior to the attachment of the Public Trust Easement, neither the Easement nor the Commission shall prevent the right of any owner of the inundated lands to reclaim or otherwise restore the lands to their pre-Inundation condition so long as the owner has begun activities to exercise this right within one year after Inundation. An owner's submittal of an application for any permit required for reclamation or restoration and reasonable efforts to complete the permitting process is sufficient, but not necessary, evidence that the owner has begun to exercise the right to reclamation or restoration provided herein. The Commission may delay the attachment of the Public Trust Easement for a specified period by resolution based upon its finding that reclamation or restoration could not be completed within the five-year period of Inundation specified herein.

b. Nothing in this Agreement obligates the Commission to protect or cause to be protected any privately held uplands, including, but not limited to, constructing or causing to be constructed any protective structures that benefit any privately held uplands. Further, nothing in this Agreement shall be construed as creating any duty on the part of the City or the Commission to the owners or lessees of any properties within the Project Area to provide protection against sea level rise, inundation from any cause, avulsions, or tsunamis.

c. Nothing in this Section is intended to limit (a) rights a Party may have under applicable law to take actions to preserve the boundaries established by this Agreement, including without limitation the rights of a Party to undertake measures to protect its property, including lands freed from the Trust at the locations established pursuant to this Agreement, or to file an action within the applicable limitations period to preserve the title interests of such lands established by this Agreement, or (b) rights the public has under applicable law to navigate, fish, or otherwise use navigable waters on Inundated lands, including but not limited to any rights arising under *Bohn v. Albertson* (1951) 107 Cal.App.2d 738 and *People ex rel Baker v. Mack* (1971) 19 Cal.App.3d 1040.

13. Judicial Confirmation of Validity of Settlement. The City or Developer may choose to submit the settlement embodied in this Agreement to a court of competent jurisdiction to confirm the validity of the settlement by court judgment pursuant to Code of Civil Procedure sections 760.010 through 764.080, inclusive. The Commission shall cooperate with the City and/or Developer in obtaining such a confirmatory judgment. Upon entry of a judgment confirming the validity of the settlement embodied in this Agreement, each Party shall be deemed to have waived any right to appeal from such judgment. Except as the parties may otherwise agree, Developer shall be responsible for all costs incurred by the Commission and the City associated with their participation in a judicial action initiated by Developer pursuant to this section, including without limitation reasonable attorneys' fees and costs.

14. Effect of a Judicial Finding of Invalidity. A judicial determination that any portion of this Agreement is invalid shall not invalidate the remainder. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the Parties shall amend this Agreement or take other action necessary to achieve the intent of this Agreement in a manner consistent with the ruling of the court.

15. Indemnification and Defense of Claims.

a. Developer shall indemnify, defend and hold harmless the Commission, Port and the City, and each of their respective officers, agencies, commissions, and employees from and against any and all claims, liabilities, losses, costs and expenses (collectively "**Claims**"), including, without limitation, third party Claims and Claims by any governmental agency, in any such case, relating to any Hazardous Substances that (1) as of the date of the Closing, are located at, on, over, under, or flowing through any portion of the Developer Trust Addition Lands, (2) as of the date of the Closing, are located at, on, over, under, or flowing through any portion of the City Trust Termination Lands that is owned by Developer immediately prior to the Closing, (3) at any time, whether before or after Closing, result from any remediation activities or improvements to Trust Addition Lands or City Trust Termination Lands performed by or on behalf of Developer, and (4) at any time, whether before or after Closing, are located at, on, over, under, or flowing through any portion of the Developer Trust Termination Lands.

b. City shall indemnify, defend and hold harmless the Commission and its respective officers, agencies, commissions, and employees from and against any and all Claims, including third party Claims and Claims by any governmental agency, relating to any Hazardous Substances that as of the date of Closing are located at, on, over, under, or flowing through any portion of the Trust Addition Lands that is owned by the City immediately prior to the Closing and conveyed to the State at the Closing, except to the extent the Claim relates to remediation activities or improvements to Trust Addition Lands performed by or on behalf of Developer.

c. The Parties agree to use reasonable efforts to defend this Agreement, any deed, patent, agreement, or other instrument executed pursuant thereto, and any decision made by a Party to approve the foregoing, including the approval of any required findings related thereto, in any legal action challenging the validity or legality thereof. In any such action, Developer shall reimburse the Commission, Port and City for all reasonable costs incurred in

connection with such action, including but not limited to reasonable staff time and attorneys' fees incurred by the Commission, Port, or City, and including but not limited to any award of attorney fees made by a court of competent jurisdiction against the Commission, Port, or City, on such reasonable terms and conditions as the Parties may establish by separate agreement. Nothing in this Section limits the discretion of the Commission, Port, or City, at its sole cost and expense, to conduct its own defense or take the lead in its own defense.

16. Execution Before a Notary Public. All signatures of the Parties to this Agreement and all deeds and other instruments of conveyance executed pursuant to this Agreement shall be acknowledged before a Notary Public and a certificate of acknowledgment shall be attached to the executed Agreement and other documents to allow them to be recorded in the Public Records. The Governor's signature shall be attested to by the Secretary of State.

17. Agreement for Compromise and Settlement. It is expressly understood by the Parties that the provisions set forth in this Agreement have been agreed upon for purposes of compromising and settling disputed interests in the Trust Addition Lands, Trust Termination Lands and Adjacent Submerged Lands.

18. No Determination of Trust Consistency. Nothing in this Agreement shall be construed as a determination by the Commission regarding the Public Trust consistency of any use of the Trust Addition Lands authorized by the Development Approvals.

19. Agreement Not To Encumber. Except to the extent consistent with the purposes of this Agreement, or as otherwise provided herein, none of the Parties shall sell, transfer, assign, mortgage, pledge, or hypothecate, whether by operation of law or otherwise, any of their respective rights, title, or interests in or to those Trust Addition Lands, Adjacent Submerged Lands, or Trust Termination Lands to be transferred at Closing prior to the consummation of the transfers of those parcels as provided for herein, without the prior written consent of the Party to receive fee title following consummation of the transfer.

20. Further Assurances. So long as authorized by applicable laws to do so, the Parties will perform such other acts, and execute, acknowledge and deliver all further conveyances and other instruments that may be necessary to fully assure to the other Parties all of the respective properties, rights, titles, interests, remedies, powers and privileges to be conveyed or provided for by this Agreement.

21. Allocation of Costs and Expenses. Developer shall pay the expenses and fees of the escrow agent, including those costs associated with document preparation and recordation of this Agreement, its deeds and patents, and any associated documents. Developer shall also pay all closing costs, including without limitation all expenses and fees associated with any title insurance policy.

22. No Admission or Effect if Agreement Not Made Effective. If this Agreement does not become effective, or becomes effective but is declared by a final non-appealable judgment of a court of competent jurisdiction to be invalid, nothing in it shall constitute, or be construed as, an admission by any Party hereto or evidence concerning the boundaries, physical character, or character of title or interest in the Project Area or in the Adjacent Submerged Lands.

23. No Effect on Other Lands. The provisions of this Agreement do not constitute, nor are they to be construed as, an admission by any Party or evidence concerning the boundaries, physical character, or character of title to or interest in any lands outside the Project Area and Adjacent Submerged Lands.

24. No Damages. No party shall have any remedy for monetary damages against another party for breach of this Agreement, excepting recovery of attorneys' fees to the extent provided by this Agreement, and excepting any indemnification required by this Agreement.

25. Notice: Any notice required pursuant to this Agreement shall be in writing and given by delivering the notice in person, by commercial courier, or by sending it by registered or certified mail, or overnight mail, return receipt requested, with postage to the addresses shown below or to such other address as the applicable Party may provide. For the convenience of the Parties, notice also may be given by electronic mail in addition to one of the above methods, at the numbers listed below:

Commission:
State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825-8202
Attn: Mark Meier, Chief Counsel
Email: Mark.Meier@slc.ca.gov

With copies to:
Office of the Attorney General
[Address]
Attn: _____
Email:_____

City:

Port of San Francisco
Pier 1
San Francisco, CA 94111
Attn: Elaine Forbes, Executive Director
Email: elaine.forbes@sfport.com

San Francisco Recreation and Parks Department
McLaren Lodge
501 Stanyon Street
San Francisco, California 94117
Attn: Phil Ginsburg, General Manager
Email: phil.ginsburg@sfgov.org

With copies to:

City and County of San Francisco
Real Estate Division
25 Van Ness Avenue, Suite 400
Attn: Andrico Penick, Acting Real Property Director
andrico.penick@sfgov.org

Port of San Francisco
Pier 1
San Francisco, CA 94111
Attn: Eileen Malley, Port General Counsel
eileen.malley@sfgov.org

San Francisco City Attorney's Office
City Hall, Rm. 234
1 Dr. Goodlett Place
San Francisco, CA 94102
Attn: Charles Sullivan, Deputy City Attorney
charles.sullivan@sfcityatty.org

and

Shute, Mihaly & Weinberger, LLP
396 Hayes St.
San Francisco, CA 94102
Attn: Bill White
Email: white@smwlaw.com

Developer:

[Build Inc/Address]
Attn:
Email:

With copies to:

[Address]

Attn:
Email:

26. Acceptance of Conveyances and Consent to Recording. By their execution of this Agreement, the Parties each agree to accept the conveyance of rights, titles, and interests in land referred to in this Agreement and consent to the recording of this Agreement and other documents executed pursuant to this Agreement.

27. Approvals and Consents. Unless otherwise provided in this Agreement, whenever an approval, consent or satisfaction is required of a Party, the approval, consent or satisfaction shall be given on behalf of the Party by the representative(s) listed below.

a. If the Party is the Commission: by the Commission, as may be evidenced by appropriate document executed by the Executive Officer of the Commission.

b. If the Party is City: by the Port Director.

c. If the Party is Developer: by Developer's authorized representative.

28. Correction of Technical Errors. If by reason of inadvertence, and contrary to the intention of the Parties, errors are made in this Agreement, in a legal description or the reference to or within any exhibit with respect to a legal description, in the boundaries of any parcel in any map or drawing which is an exhibit, or in the typing of this Agreement or any of its exhibits, the Parties affected by the error by mutual agreement may correct such error by memorandum reflecting the intent of the Parties concerning the relevant exhibits, legal descriptions, or other provisions at the time of approval and execution of this Agreement. The Executive Officer of the Commission, the Port Director, the RecPark General Manager, and Developer, as applicable, may approve and execute such a "**Memorandum of Correction**" without the necessity of amendment of this Agreement.

29. Agreement Binding on Successors. All the terms, provisions, and condition of this Agreement shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, successors, and assigns of the Parties.

30. Modification. No modification, amendment, or alteration of this Agreement shall be valid unless in writing and signed by the Parties to this Agreement.

31. No Effect on Other Government Jurisdiction. This Agreement has no effect whatsoever on the regulatory, environmental or other jurisdiction of any federal, state, local, or other government entity not a party to this Agreement.

32. Headings. The title headings of the Sections of this Agreement are inserted for convenience only and shall not be considered in construing this Agreement.

33. Effective Date. This Agreement shall become effective upon execution by all Parties and the Governor. For purposes of bringing a validation action under Section 14, this Agreement shall be deemed entered into upon execution by the Executive Officer of the Commission, who shall be the last to sign prior to the signature of the Governor.

34. Termination. If the Closing of the Initial Closing Phase has not Closed by the date that is five (5) years from the Effective Date hereof, this Agreement shall terminate and be of no further force and effect unless extended in writing by both the City and the Commission, each in their sole and absolute discretion. In the event the Development Agreement terminates prior to the Closing of the Initial Closing Phase, then the City and State, by mutual written agreement, may terminate this Agreement without the consent of Developer.

35. Exhibits A through L. Exhibits A through L, inclusive, are attached to this Agreement and are incorporated by reference as parts of it.

To witness this Agreement, a duly authorized officer of each Party has executed it below on the date opposite each signature.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

STATE OF CALIFORNIA
STATE LANDS COMMISSION

DATED:_____

By: _____
Jennifer Lucchesi
Executive Officer

Approved as to form:

Xavier Becerra
Attorney General of the
State of California

DATED:_____

By:_____
Deputy Attorney General

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DATED: _____

PORT OF SAN FRANCISCO

By:_____
Elaine Forbes, Executive Director

DATED: _____

SAN FRANCISCO RECREATION AND PARKS DEPARTMENT

By:_____
Phil Ginsburg, General Manager

DATED: _____

SAN FRANCISCO REAL ESTATE DEPARTMENT

By:_____
Andrico Penick, Real Estate Director

Approved as to form:
Dennis Herrera
San Francisco City Attorney

DATED: _____

By: _____
Eileen Malley
Port General Counsel

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DATED: _____

[DEVELOPER]

By:_____
Its: _____

IN APPROVAL WHEREOF, I, Edmund G. Brown Jr., Governor of the State of California, have set my hand and caused the Seal of the State of California to be hereunto affixed pursuant to section 6107 of the Public Resources Code of the State of California. Given under my hand at the City of Sacramento this _____, 2018.

_____

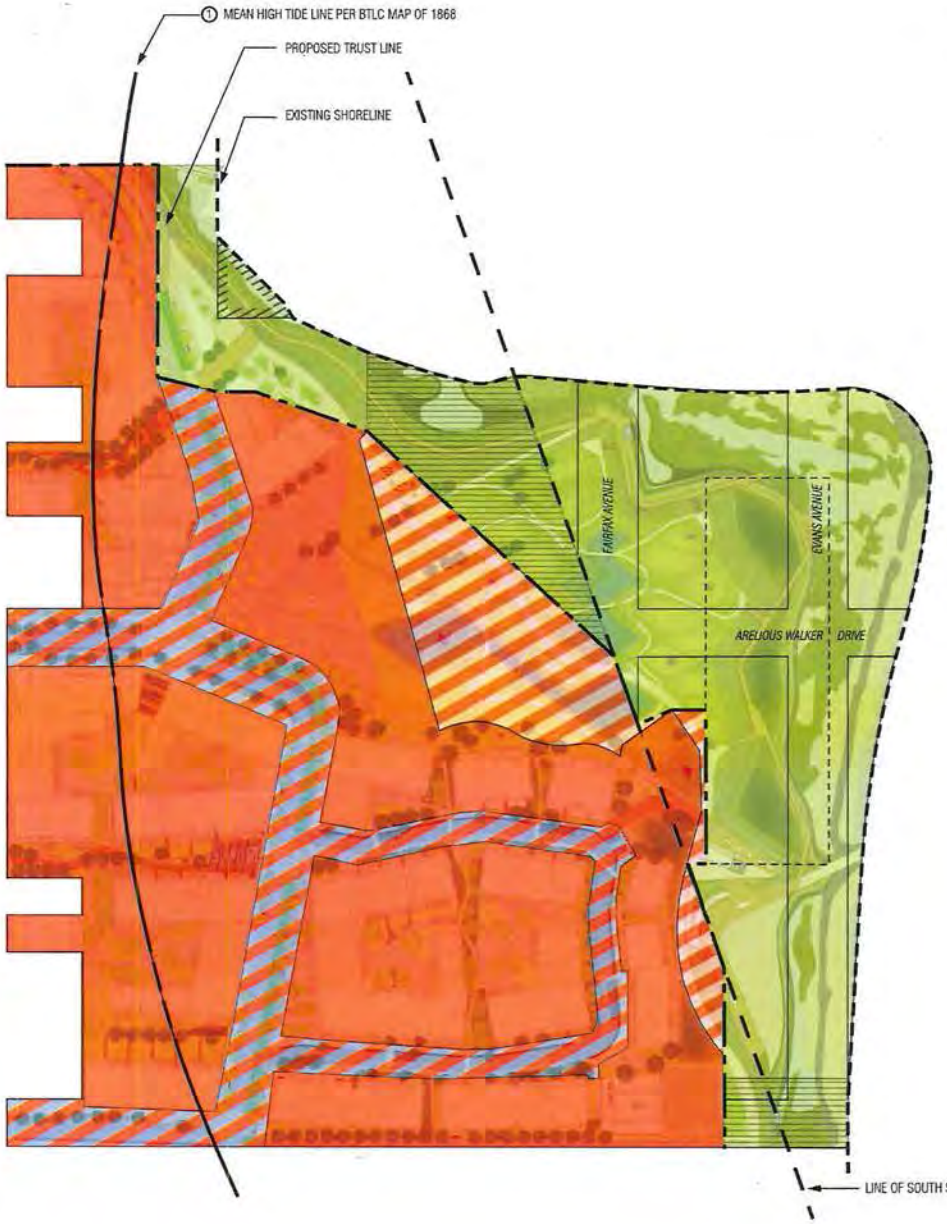
Edmund G. Brown Jr.
Governor, State of California

Attest:
SECRETARY OF STATE

By: _____
Alex Padilla
Secretary of State

LIST OF EXHIBITS

Exhibit	Name/Description
A.	Legal Description and Illustrative Plat of Project Area
B.	Legal Description and Illustrative Plat of Trust Addition Lands
C.	Legal Description and Illustrative Plat of Trust Termination Lands
D.	Legal Description and Illustrative Plat of Developer-Owned Exchange Lands
E.	Form of City Quitclaim Deed
F.	Form of Developer Quitclaim Deed
G.	Form of Public Trust Patent
H.	Form of Developer Trust Termination Patent for Developer Trust Termination Lands
I.	Form of City Trust Termination Patent for City Trust Termination Lands
J.	Form of Open Space Covenant



MAP:
POST-EXCHANGE TRUST CONFIGURATION OVERLAY

TRUST DESIGNATION	SQUARE FOOTAGE	ACREAGE	MAP ID
Port Trust Property to be managed by RPD / Trust	408,712.052	9.383	
Proposed Trust easement with transfer of fee ownership to Port post remediation / Trust	5,911.47	0.136	
City/DPW Public ROWs / Non-Trust	161,319.49	3.70	
City-Owned Non-Trust Property	90,792.62	2.085	
Developer Fee Property / Non-Trust	589,302.98	13.528	

APPROXIMATE STORMWATER EASEMENT

APPROXIMATE SEASONAL WETLAND EASEMENT

① ORIGINAL HIGH TIDE LINE (O.H.T.L.) OF 1868 SHOWN HEREON IS AS TRACED BY MARTIN M ROD ASSOCIATES AS OF 6/11/15 PER NOTE: ORDINARY HIGH TIDE LINE OF 1868 SHOWN HEREON IS SCALED FROM THE MAP ENTITLED "MAP OF THE SALT MARSH AND TIDELANDS AND LANDS LYING UNDER WATER, SOUTH OF SECOND STREET." SAID TIDE LINE WAS SURVEYED UNDER THE DIRECTION OF GEO. F. ALLARDT, COMMENCING IN 1868 AND COMPLETE IN JANUARY 1869. FIELD VERIFY.

2. SF PORT AUTHORITY JURISDICTION LINE, PROPERTY LINES, AND PARCEL NUMBERS

3. DIAGRAM FOR REFERENCE ONLY. FIELD VERIFY ALL ELEMENTS.

PROJECT ID	IBE 1401
DATE	6.24.2018
CLIENT	BUILD INC.

bionic

EXHIBIT Q

Transportation Exhibit

DA EXHIBIT Q

TRANSPORTATION EXHIBIT

to

DEVELOPMENT AGREEMENT

(700 Innes Avenue, or India Basin)

EXHIBIT Q

TRANSPORTATION EXHIBIT

This Transportation Exhibit to the Development Agreement (DA) outlines the Project's transportation commitments in five areas: (i) the Transportation Plan, (ii) transportation demand management, (iii) parking-garage consultation, (iv) transit-only lanes, and (v) Transportation Fees.

I. Transportation Plan

The City and Developer will follow the India Basin Transportation Plan, which is attached to this Exhibit Q as Schedule O-1, as amended from time to time by the mutual consent of the Parties.

II. Transportation Demand Management Plan

Developer shall implement a Transportation Demand Management (TDM) Plan in compliance with EIR Mitigation Measure M-AQ-1f, as set forth in the MMRP. The MMRP is attached to this Exhibit Q as Schedule O-2. In accordance with the Transportation Plan and instead of the 15% reduction required as part of EIR Mitigation Measure M-AQ-1f, Developer agrees to reduce the number of aggregate daily one-way vehicle trips by 20% (the "reduction goal") for all Buildings that have received a certificate of occupancy and that are at least 75 percent occupied, relative to the aggregate daily, one-way vehicle trips anticipated for those Buildings based on the trip generation rates contained within the Transportation Impact Study dated July 2017 and the Supplement to the Transportation Impact Study, dated April 27, 2018, (together, the "Final Transportation Impact Study") as calculated before the imposition of the TDM measure.

Developer must obtain the Planning Department's approval of the TDM Plan before Developer submits its site permit application for the first Building on the Project Site. Developer shall implement the TDM Plan for each Building on the Project Site upon the issuance of the certificate of occupancy for that Building.

Developer shall comply with its obligations under the TDM Plan throughout the life of the Project or variant. The Developer that is responsible for the Completion of the Infrastructure (other than the Transferable Infrastructure) in each Development Phase shall monitor, submit monitoring reports, and adjust the TDM Plan if the reduction goal is not being achieved, as described in the Transportation Plan. TDM Plan monitoring and reporting, and any required TDM Plan adjustments shall be carried out in accordance with EIR Mitigation Measure M-AQ-1f. Each Developer must comply with the TDM Plan, as amended from time to time.

Upon the earlier of (i) the expiration of the Development Agreement, or (ii) the date the Planning Department determines the reduction goal has been met for up to eight consecutive reporting periods (subject to Developer's right to satisfy the reduction goal through payment of the offset fee, as set forth in EIR Mitigation Measure M-AQ-1f), Developer shall submit the TDM Plan to the Zoning Administrator to order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the Project Site. In accordance with EIR Mitigation Measure M-AQ-1f, the final TDM Plan shall be either (a) the TDM Plan that met the reduction goal for eight consecutive reporting periods; or (b) if the Developer has paid an additional offset fee, the TDM Plan that achieved the highest reduction goal for any reporting period. This Notice shall include the Project's final TDM Plan and detailed descriptions of each TDM measure. Any apportionment of any offset fee among Developers will be made by the monitoring and reporting Developer as provided above.

The final TDM Plan shall be enforceable through the Notice of Violation procedures in the Planning Code, or any other applicable provision of law. The Zoning Administrator shall retain

the discretion to determine what constitutes a separate violation under the Planning Code. The Planning Code procedures related to such violations set forth in Section 176 shall apply, except that the Zoning Administrator shall have discretion to impose a maximum penalty of up to $250 per violation. If the submittal of monitoring reports is no longer required in accordance with Mitigation Measure M-AQ-1f, the provisions of Planning Code Section 169.5(b) shall apply.

III. Parking-Garage Consultations

(a) Parking and TDM Report. No less than ninety (90) days before submitting to the Planning Department a Development Phase Application for the first Development Phase of the Project that includes a parking garage, and no less than one hundred twenty (120) days before submitting to the Planning Department a Development Phase Application for any subsequent Development Phase of the Project that includes a parking garage, Developer shall submit to the Planning Director, with copies provided to the Director of Transportation, a Parking and TDM Report that contains the following information:

(i) the status of vertical build-out in prior Development Phases of the Project;

(ii) a summary of the TDM Plan's implementation, including progress towards achieving the reduction goal (defined in Section II, above), proposals to improve or adjust the TDM Plan towards achievement of the reduction goal, if and when required in accordance with EIR Mitigation Measure M-AQ-1f , and the current inventory of parking available on the Project Site;

(iii) descriptions of current transit services and any transit service changes budgeted for implementation by the anticipated date of occupancy for the proposed Development Phase;

(iv) a conceptual analysis of the parking garage(s), including the expected capacity of the garage(s) at completion, a discussion of any features of the design(s) that would allow for adaptability of portions of the garage(s) to other uses (e.g., housing, retail, office), and any plans for future adaptation to other uses;

(v) a description of how the information presented within the Parking and TDM Report is reflected in the Development Phase Application.

(b) Parking and TDM Recommendations.

(i) The Planning Director and the Director of Transportation will have 45 days after their receipt of the Parking and TDM Report to provide to Developer written recommendations regarding TDM and the development, operations, or management of the proposed parking garage.

(ii) Developer shall meet and confer with the Director of Planning and Director of Transportation within 15 days, of Developer's receipt of their written recommendations.

(iii) Developer shall make commercially reasonable efforts to incorporate the written recommendations of the Director of Planning and Director of Transportation; provided, however, that Developer shall have no obligation to adjust its TDM Plan unless adjustments are required pursuant to EIR Mitigation Measure M-AQ-1f . Developer shall respond to their written recommendations with a document that includes:

(1) the manner in which Developer will incorporate accepted recommendations into the TDM Plan (if applicable) or the development, operations, or management of the parking garage; and

(2) a reasoned narrative setting forth the reasons it did not accept any parking and TDM recommendations.

IV. Transit-Only Lanes

In accordance with EIR Mitigation Measure M-C-TR-2, Developer shall pay to the SFMTA Developer's fair share portion of the costs to design and construct one of the two travel lanes in each direction of the Evans Avenue–Hunters Point Boulevard–Innes Avenue–Donohue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections.

SFMTA may request Developer's fair share portion when reasonably required to meet the Mitigation Schedule for EIR Mitigation Measure M-C-TR-2 so as to prevent the degradation of transit service and travel time along the corridor and in any event no earlier than the date that the first resident has moved into a new residential unit on the Project Site. The SFMTA will make this determination based on its monitoring of transit service and travel time along the corridor.

Once the SFMTA makes this determination, the SFMTA will alert and invoice Developer an estimate of its fair share portion, determined in accordance with M-C-TR-2, and Developer shall pay this amount to the SFMTA within sixty (60) days of receiving the invoice. Developer shall pay the SFMTA any additional funds required to cover Developer's fair share portion, determined in accordance with M-C-TR-2, within sixty (60) days of receiving the SFMTA's invoice showing its final cost to design and construct the transit-only lanes. If Developer's fair share portion of the cost to complete the transit-only lanes is less than the estimate initially paid by Developer, the SFMTA will refund Developer the difference.

V. Transportation Fee.

Developer shall pay to the SFMTA a Transportation Fee as set forth in Exhibit U (Applicable Impact Fees and Exactions) to the DA.

SCHEDULE Q-1

INDIA BASIN TRANSPORTATION PLAN

[see attached]

SCHEDULE Q-2

MMRP

[see attached]

DA EXHIBIT Q

TRANSPORTATION EXHIBIT

to

DEVELOPMENT AGREEMENT

(700 Innes Avenue, or India Basin)

EXHIBIT Q

TRANSPORTATION EXHIBIT

This Transportation Exhibit to the Development Agreement (DA) outlines the Project's transportation commitments in five areas: (i) the Transportation Plan, (ii) transportation demand management, (iii) parking-garage consultation, (iv) transit-only lanes, and (v) Transportation Fees.

I. Transportation Plan

The City and Developer will follow the India Basin Transportation Plan, which is attached to this Exhibit Q as Schedule O-1, as amended from time to time by the mutual consent of the Parties.

II. Transportation Demand Management Plan

Developer shall implement a Transportation Demand Management (TDM) Plan in compliance with EIR Mitigation Measure M-AQ-1f, as set forth in the MMRP. The MMRP is attached to this Exhibit Q as Schedule O-2. In accordance with the Transportation Plan and instead of the 15% reduction required as part of EIR Mitigation Measure M-AQ-1f, Developer agrees to reduce the number of aggregate daily one-way vehicle trips by 20% (the "reduction goal") for all Buildings that have received a certificate of occupancy and that are at least 75 percent occupied, relative to the aggregate daily, one-way vehicle trips anticipated for those Buildings based on the trip generation rates contained within the Transportation Impact Study dated July 2017 and the Supplement to the Transportation Impact Study, dated April 27, 2018, (together, the "Final Transportation Impact Study") as calculated before the imposition of the TDM measure.

Developer must obtain the Planning Department's approval of the TDM Plan before Developer submits its site permit application for the first Building on the Project Site. Developer shall implement the TDM Plan for each Building on the Project Site upon the issuance of the certificate of occupancy for that Building.

Developer shall comply with its obligations under the TDM Plan throughout the life of the Project or variant. The Developer that is responsible for the Completion of the Infrastructure (other than the Transferable Infrastructure) in each Development Phase shall monitor, submit monitoring reports, and adjust the TDM Plan if the reduction goal is not being achieved, as described in the Transportation Plan. TDM Plan monitoring and reporting, and any required TDM Plan adjustments shall be carried out in accordance with EIR Mitigation Measure M-AQ-1f. Each Developer must comply with the TDM Plan, as amended from time to time.

Upon the earlier of (i) the expiration of the Development Agreement, or (ii) the date the Planning Department determines the reduction goal has been met for up to eight consecutive reporting periods (subject to Developer's right to satisfy the reduction goal through payment of the offset fee, as set forth in EIR Mitigation Measure M-AQ-1f), Developer shall submit the TDM Plan to the Zoning Administrator to order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the Project Site. In accordance with EIR Mitigation Measure M-AQ-1f, the final TDM Plan shall be either (a) the TDM Plan that met the reduction goal for eight consecutive reporting periods; or (b) if the Developer has paid an additional offset fee, the TDM Plan that achieved the highest reduction goal for any reporting period. This Notice shall include the Project's final TDM Plan and detailed descriptions of each TDM measure. Any apportionment of any offset fee among Developers will be made by the monitoring and reporting Developer as provided above.

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the discretion to determine what constitutes a separate violation under the Planning Code. The Planning Code procedures related to such violations set forth in Section 176 shall apply, except that the Zoning Administrator shall have discretion to impose a maximum penalty of up to $250 per violation. If the submittal of monitoring reports is no longer required in accordance with Mitigation Measure M-AQ-1f, the provisions of Planning Code Section 169.5(b) shall apply.

III. Parking-Garage Consultations

(a) Parking and TDM Report. No less than three months before submitting to the Planning Department a Development Phase Application for any Development Phase of the Project that includes a parking garage, Developer shall submit to the Planning Director, with copies provided to the Director of Transportation, a Parking and TDM Report that contains the following information:

(i) the status of vertical build-out in prior Development Phases of the Project;

(ii) a summary of the TDM Plan's implementation, including progress towards achieving the reduction goal (defined in Section II, above), proposals to improve or adjust the TDM Plan towards achievement of the reduction goal, if and when required in accordance with EIR Mitigation Measure M-AQ-1f, and the current inventory of parking available on the Project Site;

(iii) descriptions of current transit services and any transit service changes budgeted for implementation by the anticipated date of occupancy for the proposed Development Phase;

(iv) a conceptual analysis of the parking garage(s), including the expected capacity of the garage(s) at completion, a discussion of any features of the design(s) that would allow for adaptability of portions of the garage(s) to other uses (e.g., housing, retail, office), and any plans for future adaptation to other uses;

(v) a description of how the information presented within the Parking and TDM Report is reflected in the Development Phase Application.

(b) Parking and TDM Recommendations.

(i) The Planning Director and the Director of Transportation will have 45 days after their receipt of the Parking and TDM Report to provide to Developer written recommendations regarding TDM and the development, operations, or management of the proposed parking garage.

(ii) Developer shall meet and confer with the Director of Planning and Director of Transportation within 15 days, of Developer's receipt of their written recommendations.

(iii) Developer shall make commercially reasonable efforts to incorporate the written recommendations of the Director of Planning and Director of Transportation; provided, however, that Developer shall have no obligation to adjust its TDM Plan unless adjustments are required pursuant to EIR Mitigation Measure M-AQ-1f. Developer shall respond to their written recommendations with a document that includes:

(1) the manner in which Developer will incorporate accepted recommendations into the TDM Plan (if applicable) or the development, operations, or management of the parking garage; and

(2) a reasoned narrative setting forth the reasons it did not accept any parking and TDM recommendations.

IV. Transit-Only Lanes

In accordance with EIR Mitigation Measure M-C-TR-2, Developer shall pay to the SFMTA Developer's fair share portion of the costs to design and construct one of the two travel lanes in each direction of the Evans Avenue–Hunters Point Boulevard–Innes Avenue–Donohue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections.

SFMTA may request Developer's fair share portion when reasonably required to meet the Mitigation Schedule for EIR Mitigation Measure M-C-TR-2 so as to prevent the degradation of transit service and travel time along the corridor and in any event no earlier than the date that the first resident has moved into a new residential unit on the Project Site. The SFMTA will make this determination based on its monitoring of transit service and travel time along the corridor.

Once the SFMTA makes this determination, the SFMTA will alert and invoice Developer an estimate of its fair share portion, determined in accordance with M-C-TR-2, and Developer shall pay this amount to the SFMTA within sixty (60) days of receiving the invoice. Developer shall pay the SFMTA any additional funds required to cover Developer's fair share portion, determined in accordance with M-C-TR-2, within sixty (60) days of receiving the SFMTA's invoice showing its final cost to design and construct the transit-only lanes. If Developer's fair share portion of the cost to complete the transit-only lanes is less than the estimate initially paid by Developer, the SFMTA will refund Developer the difference.

V. Transportation Fee.

Developer shall pay to the SFMTA a Transportation Fee as set forth in Exhibit U (Applicable Impact Fees and Exactions) to the DA.

SCHEDULE Q-1

INDIA BASIN TRANSPORTATION PLAN

[see attached]

SCHEDULE Q-2

MMRP

[see attached]

Prepared for

BUILD:

Prepared by

FEHR & PEERS

332 Pine Street, Floor 4
San Francisco, CA 94104

India Basin

Transportation Plan

SF15-0820

July 17, 2018

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Table of Contents

Chapter 1. Introduction **1**

Chapter 2. Project Overview **3**

2.1 Setting 3

2.2 Land Use 4

2.2.1 Phasing 5

2.3 Roadway Changes 9

2.4 Pedestrian Circulation Changes 12

2.5 Bicycle Circulation Changes 14

2.6 Transit Changes 17

Chapter 3. Transportation Demand Management (TDM) Plan **19**

3.1 Overview 19

3.2 Monitoring and Reporting Requirements 20

3.3 Overall Effectiveness 25

3.4 Detailed Review of Each Strategy 32

3.4.1 Bicycle Parking 32

3.4.2 Bicycle Repair Stations 33

3.4.3 Showers and Clothes Lockers 34

3.4.4 Improve Walking Conditions 35

3.4.5 Bike Share Stations and Membership 35

3.4.6 Bicycle Maintenance 36

3.4.7 Fleet of Bicycles 37

3.4.8 Carshare Parking 38

3.4.9 Delivery Supportive Amenities 39

3.4.10 Family TDM Amenities 40

3.4.11 On-site Childcare 40

3.4.12 Multi-modal Wayfinding Signage 41

3.4.13 Real-time Transportation Information Displays 42

3.4.14 Tailored Transportation Marketing Services 42

3.4.15 On-Site Affordable Housing 43

3.4.16 Unbundle Parking 44

Chapter 4. Parking and Loading Plan **45**

4.1 Relevant Trends 45

4.2 Overview of Parking and Loading Provision 48

4.3 Locations of Specific Parking and Loading Activities 53

4.4 Bicycle Parking 55

Chapter 5. Shuttle Plan 57
5.1 Background 57
5.2 Transit Conditions 57
5.2.1 Current Transit Conditions 57
5.2.2 Future Transit Conditions 60
5.3 Proposed Shuttle Route 62
5.3.1 Route Selection 62
5.3.2 Monitoring 63
5.3.3 Phase 1 Route and Stops 66
5.3.4 Phase 2 Routes and Stops 66
5.3.5 Operating Plan 66

Appendix A. Shuttle Plan Calculations 69
Route Selection Travel Time Comparison 69
AM Peak Period 69
PM Peak Period 69
Round-Trip Travel Time Estimate 70
Phase 1 Route 70
Phase 2 Route 70
Fleet Size 71
Phase 1 Route 71
Phase 2 Route 71
Ridership Estimate 72

List of Figures

Figure 1: Land Use Program 7
Figure 2: Phasing 8
Figure 3: Off-Site Intersection Changes 11
Figure 4: Pedestrian Circulation 13
Figure 5: Bicycle Circulation 16
Figure 6: Transit Circulation 18
Figure 7: TNC Mode Share by Year 46
Figure 8: E-commerce as a Percentage of Total Retail Trade 47
Figure 9: Loading Plan 49
Figure 10: Off-Street Parking Plan 50
Figure 11: Existing Transit Network 59
Figure 12: Future Transit Network 61
Figure 13: Phase 1 Proposed India Basin Shuttle Route 64
Figure 14: Phase 2 Proposed India Basin Shuttle Routes 65

List of Tables

Table 1. Project Land Use Configuration 5
Table 2: Summary of TDM Strategies and Estimated Effectiveness 27
Table 3: Proposed Carshare Parking Ratios 39
Table 4. Parking Ratios by Land Use 52
Table 5. Code Required Bicycle Parking Ratios by Land Use 55

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Chapter 1. Introduction

The India Basin Transportation Plan provides a description of transportation improvements that will be constructed as part of the India Basin project, focusing only on the Build Property at 700 Innes Avenue. As described below, the full project site includes both the Build Property and a nearby park site owned by the San Francisco Recreation and Park Department (the "RPD Property"). However, trips to and from the RPD Property are negligible and therefore do not merit a TDM plan nor further discussion in this Plan. From this point forward, the Build Property is referred to as the "project site".

This Plan includes detail on vehicular parking and loading and potential shuttle service. It also includes the project's Transportation Demand Management (TDM) Plan, which describes specific strategies that will be employed on an ongoing basis upon building occupation to reduce the use of single-occupant vehicles. The project has set a performance standard of reducing the number of aggregate daily one-way vehicle trips by at least 20 percent compared to the DEIR's forecasted auto traffic generation, which exceeds the 15 percent reduction required as part of air quality Mitigation Measure M-AQ-1f. This TDM Plan is designed to help the project meet the trip reduction standard. The project will be held responsible to comply with monitoring, reporting, and adjustment requirements for the life of the project per the City's TDM Program Standards. As the Proposed Project advances through the design and approvals process, this document will serve as a resource documenting the applicant's transportation-related commitments to ensure that design and implementation of the Proposed Project aligns with the City's expectations.

Chapter 2 provides an overview of the project description, including discussions and figures explaining the project setting, land use program, roadway changes, pedestrian circulation changes, bicycle circulation changes, and transit changes.

Chapter 3 contains the TDM Plan detailing the selected TDM strategies. For each of the proposed strategies this Transportation Plan summarizes how the strategy would be implemented, providing high-level information on phasing, the target audience of each measure (resident, employee, visitors, etc.), and the monitoring and reporting process that will apply.

Chapter 4 includes the parking and loading plan for the India Basin project site, focusing on on-street activity. It presents overall amounts and ratios of automobile parking. It describes locations for each of the types of parking and loading activity that are expected to occur, including delivery truck loading, on-street parking, passenger pick-up/drop-off, and microtransit. This chapter includes general guidelines and performance measures as to how pick-up/drop-off zones should be oriented relative to building entrances and discusses how the plan has been configured to adapt to currently evolving transportation trends caused by increasing use of online shopping, transportation network companies (TNCs), and other technologies.

Chapter 5 describes the shuttle plan for India Basin. Should the Project buildout occur prior to the implementation of the appropriate suite of transit improvements contained within the Candlestick Point Hunters Point Shipyard (CPHPS) Transportation Plan, the Project will provide shuttle service on an interim basis to bridge gaps in transit capacity, as required by DEIR Mitigation Measure M-TR-3P and 3V, Option 2. The interim shuttle service would supplement existing, nearby transit service by providing connections to local and regional rail service. The shuttle plan includes a route connecting the project site to Glen Park BART station, 22nd Street Caltrain station, and the T-Third line, as well as planning-level recommendations on the frequency of the route, operating hours, and number of shuttle vehicles needed to operate the service.

Chapter 2. Project Overview

2.1 Setting

The India Basin project is located in the Bayview Hunters Point neighborhood in the southeast quadrant of San Francisco. The site perimeter has frontage on Innes Avenue, Hunters Point Boulevard, and Earl Street, and the site has frontage onto Hudson Avenue, Griffith Street, and Arelious Walker Drive.

Currently, the project site is generally undeveloped and open, except for six buildings and structures covering only a small portion of the site. The few structures on this property range from one to four stories and are between 10 and 40 feet tall. This area is generally made of fill materials, covered by light brush, debris, dirt, and gravel mounds. The area is mostly flat between Hudson Avenue and Earl Street to the India Basin Open Space boundary, which then slopes toward the Bay. There is more slope downward from Innes Avenue toward Hudson Avenue. The project site generally surrounds a single dead-end street, Arelious Walker Drive, which is an unaccepted public right-of-way ending in a cul-de-sac. Approximately twelve acres of the site is open space and includes a portion of the Blue Greenway – a City project to construct a portion of the Bay Trail along the City's eastern waterfront - along the Project's shoreline.

The neighborhood surrounding the project site is being developed with numerous development proposals in the planning and approval stages, the largest of which is the Candlestick Point-Hunters Point Shipyard (CPHPS) project to the east. Hunters Point Shipyard Phase 1, which includes 519 residential units, has nearly completed construction and would be fully-occupied prior to the opening of the initial phases of the Proposed Project. Additionally, the reconstruction of Hunters Point Boulevard and Innes Avenue as obligated by the CPHPS project is anticipated to be completed as part of Hunters Point Shipyard Sub-phase HP-02, currently anticipated to occur in year 2022. The CPHPS project includes more than 10,000 residential units, more than 1,100 ksf of neighborhood retail, 150 ksf of office space, 395 hotel rooms, a 10,000 seat arena, parkland, research & development space, artist studios, a marina, a Junior High/High School, a High School/post-secondary center, and community services.

The Proposed Project, co-sponsored by Build and the San Francisco Recreation and Park Department (RPD), would redevelop both project sponsors' parcels along the India Basin shoreline of the San Francisco Bay. The parcels that are collectively referred to as 700 Innes Avenue property ("Build Property") comprise nearly 17.12 acres of the site and are owned or would be acquired by Build. The parcels that are collectively referred to as 900 Innes Avenue property, India Basin Open Space, and India Basin Shoreline Park ("RPD Property"), make up more than 14.2 acres and are owned by the RPD. The remaining 5.94 acres make up the developed and undeveloped public right-of-way on Griffith Street, Hudson Avenue, Earl Street, and Arelious Walker Drive.

The project setting is described in greater detail in the project's Design Standards and Guidelines (DSG) document, sections 1.1.1-1.1.4. Additional information is also available in the project's Infrastructure Plan, sections 1.2-1.3, and in the project's Transportation Impact Study (TIS), pages 12-14.

2.2 Land Use

The project contains 1,575 dwelling units, 122 ksf of office space, 87 ksf of retail space, and open space as detailed in **Table 1**. The project provides 1,800 off-street parking spaces; this includes 1,575 private parking spaces and 225 public parking spaces. The project would also provide sufficient bicycle parking to meet San Francisco Planning Code, and in any case a minimum of 1,575 bicycle parking spaces would be provided with the majority being Class I bicycle parking spaces (such as bike lockers, or secure bike rooms) alongside around 100 Class II bicycle parking spaces (publicly accessible bicycle racks). A detailed presentation of parking supply and ratios for automobile and bicycle parking is provided in Sections 4.2 and 4.4.

The Revised Proposed Project's land use program is shown in **Figure 1**. For more information about the project's land use program, consult sections 1.3.2, 1.3.3, and 4.1-4.4 of the DSG, or the "Supplemental Memorandum to the India Basin TIS: Transportation Impacts for the 'Revised Proposed Project'" (Fehr & Peers, 2018).

Table 1. Project Land Use Configuration

Floor Area Use	Proposed Project	Floor Area (gsf)
Build Property		
Residential	1,575 units: 252 studios 299 one-bedroom 867 two-bedroom 157 three-bedroom	1,506,324
Commercial / Retail	General Office	121,915
	Restaurant	13,026
	Café	17,369
	Supermarket	21,711
	General Retail	35,085
	Total	*209,106*
Open Space	Big Green Open Space	237,400
Subtotal	-	*1,802,830*
RPD Property		
Open Space (Public)	India Basin Open Space	270,000
	900 Innes	78,400
	India Basin Shoreline Park	243,900
	Total	*592,300 (=13.6 ac)*
Total	-	*2,395,130*

Source: Build *Draft India Basin Notice of Preparation of an Environmental Impact Report and Public Scoping Meeting*, April 30, 2015, modified June 2017. Build *Project Description Changes*, April 2018.

2.2.1 Phasing

Buildout of the Build portion of the Project is anticipated to occur in three major phases over an approximately eight year period, from 2020 through 2028. A map of the project's proposed phasing is detailed in **Figure 2**.

The street network will be built out in phases corresponding to the project phases, as shown on the figure. As each phase is constructed, the portions of the roadway network that abut the property under construction will be built. Similarly, buildout of the parks and open space within the Build parcel is tied in with the site development; in other words, the open space buildout spans multiple phases of the site development so cannot be separately defined as a phase.

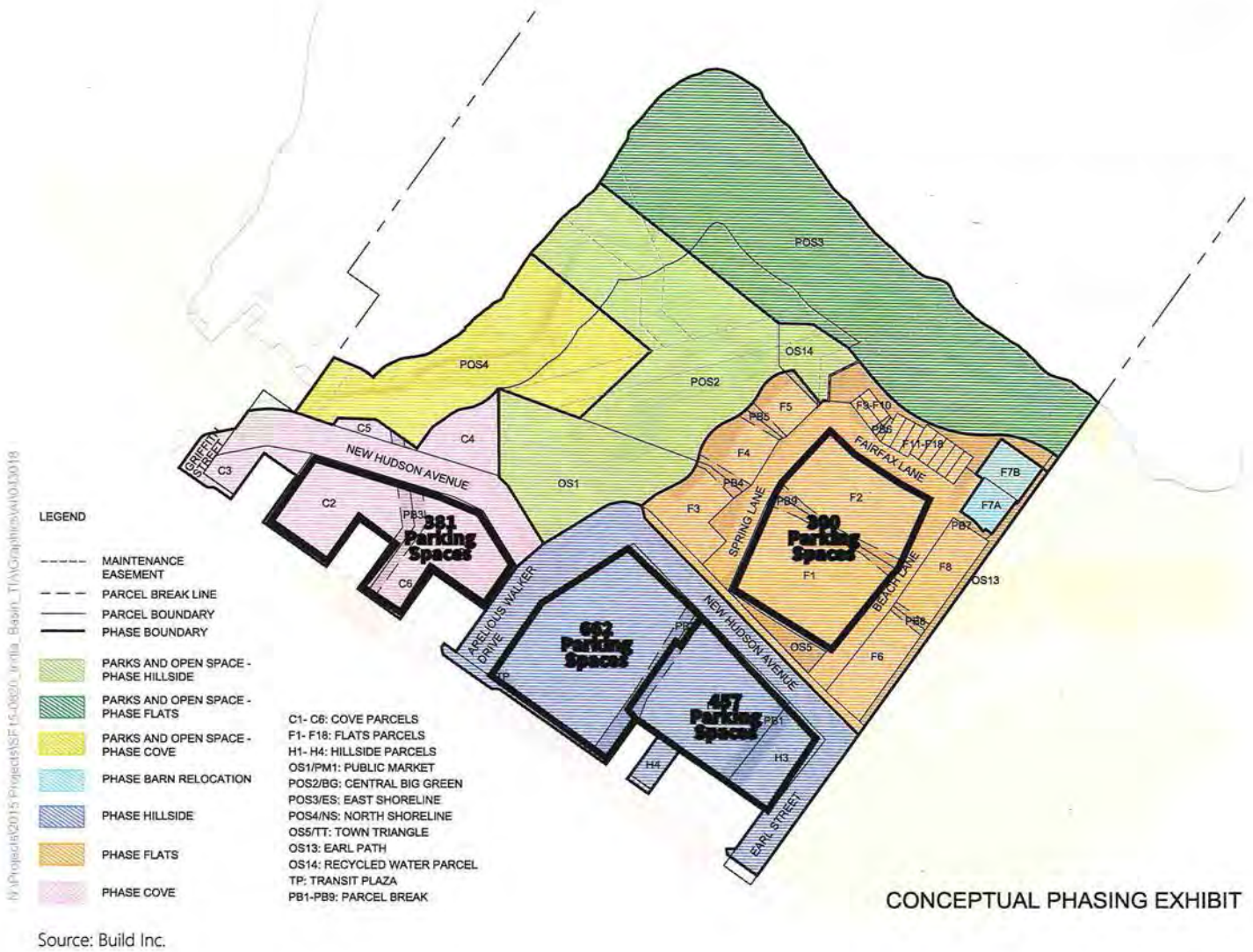
Hillside includes construction of Arelious Walker Drive (from Innes Avenue to New Hudson Avenue), New Hudson Avenue (from Arelious Walker Drive to Earl Street), Earl Street (from New Hudson Avenue to Innes Avenue), and all associated infrastructure, as further described below. Construction of this portion of New Hudson Avenue will include installation of the two-way separated cycle track along that portion. This phase includes construction of all improvements to the intersection at Innes Avenue/Arelious Walker Drive and at Innes Avenue/Earl Street, including crosswalks, installation of traffic signals, and striping of an eastbound left turn lane. Flats, would include the street construction of the Shared Public Ways (Spring Lane, Fairfax Lane, and Beach Lane).

Cove would include the street construction of New Hudson Avenue (from Griffith Street to Arelious Walker Drive), Griffith Street, the intersection improvements at Griffith Street/Innes Avenue, the adjacent portion of the cycle track along New Hudson Avenue, and the connection point at the eastern end of Griffith Street to the bike facilities through the 900 Innes parcel.

Source: India Basin Design Standards & Guidelines document

Note:
For additional details of each land use designation, please consult the India Basin Design Standards & Guidelines document, page 268.

Figure 1
Land Use Program



CONCEPTUAL PHASING EXHIBIT

Source: Build Inc.

Figure 2

Phasing

Note: Parking spaces indicated in this figure are parking count maximums.

2.3 Roadway Changes

The existing public ROW within the project site consists of four streets: Griffith Street, Hudson Avenue, Earl Street, and Arelious Walker Drive. Each are partially paved where they meet Innes Avenue, but in general they are unpaved and/or partially paved, unimproved, unaccepted, and fenced from public access. Hudson Avenue runs west to east through the project site, starting at Hunters Point Boulevard and terminating at Earl Street. Sections of Earl Street and Hudson Avenue are paper streets. Earl Street forms the eastern boundary of the project site, running from the edge of the Bay to Innes Avenue. Griffith Street is the shortest of the streets, starting at Innes Avenue and running south to north, bisecting the project site and terminating at the edge of the shoreline. Arelious Walker Drive is a paved street that runs south to north and roughly bisects the 700 Innes property, ending in a cul-de-sac.

The Revised Proposed Project would construct the following new public streets, internal to the project site:

- Griffith Street would be a new residential street that would extend north of Innes Avenue into the project site.
- New Hudson Avenue would replace the existing unpaved Hudson Avenue and would extend east-west connecting Griffith Street, Arelious Walker Drive, and Earl Street.
- A new shared public way loop road would be constructed off of New Hudson Avenue. The streets on this loop would be named Beach Lane, Fairfax Lane, and Spring Lane.

Additionally, Arelious Walker Drive and Earl Street would be modified to become neighborhood commercial streets within the site. Street cross sections are included in the project's Design Standards and Guidelines (DSG) document. Further information about roadway changes associated with the India Basin project can be found in sections 8.1-8.6 of the Infrastructure Plan, and section 2.1.1 of the DSG.

The following five intersections would be signalized as part of the Proposed Project. The last three intersections would also receive eastbound left-turn lanes to accommodate vehicle traffic entering the site:

- Hunters Point Boulevard/Hudson Avenue/Hawes Street
- Hunters Point Boulevard/Innes Avenue
- Innes Avenue/Griffith Street
- Innes Avenue/Arelious Walker Drive
- Innes Avenue/Earl Street

The construction of the three eastbound left-turn pockets would result in the elimination of a total of 36 parking spaces on the north side of Innes Avenue as follows: four between Hunters Point Boulevard and Griffith Street, 10 between Griffith Street and Arelious Walker Street, nine between Arelious Walker Street and Earl Street, and 13 between Earl Street and Donahue Street. The parking removal between Earl Street

and Donahue Street would be necessary to enable the travel lanes to line up with the new lane alignments west of Earl Street. These off-site intersection changes are shown in **Figure 3**.

To improve vehicular mobility at the intersection of Jennings Street/Evans Avenue, the project proposes to construct a 100-foot southbound left turn pocket and convert the eastbound approach to provide one 100-foot left turn pocket, one through lane, and one shared through/right turn lane. Adding the southbound left-turn pocket would require restricting parking on the west side of Jennings Avenue, removing approximately five parking spaces. No additional right-of-way will be required for the modifications on the eastbound approach. Build will fund SFMTA costs to review the design and implement the new southbound and eastbound approach configurations. FivePoint is obligated to reconstruct Hunters Point Boulevard and Innes Avenue between Jennings Street and Donahue Way, as a condition of the Shipyard development. The City is currently undergoing a planning process to finalize the design of this street. The Proposed Project's external roadway improvements listed above are intended to be compatible with the ultimate configuration of Innes Avenue constructed by FivePoint as part of their obligations.

If FivePoint faces substantial delays in building out Innes Avenue, the improvements required to be constructed as part of the India Basin project (e.g., new traffic signals, striping to include left-turn lanes, and the India Basin project's frontage) would be constructed, and the remainder of the improvements required of FivePoint (sidewalk improvements along the south side of Innes Avenue, streetscape improvements along the remainder of the corridor, and other signals required of FivePoint) would not be constructed, until required as part of the Shipyard project.

All internal and external streetscape improvements are subject to change per review by SFMTA, Department of Public Works, and the Fire Department. If changes occur, those changes will be subject to further review.

Further information about roadway changes associated with the India Basin project can be found in sections 8.1-8.6 of the Infrastructure Plan, and section 2.1.1 of the DSG.

Figure 3

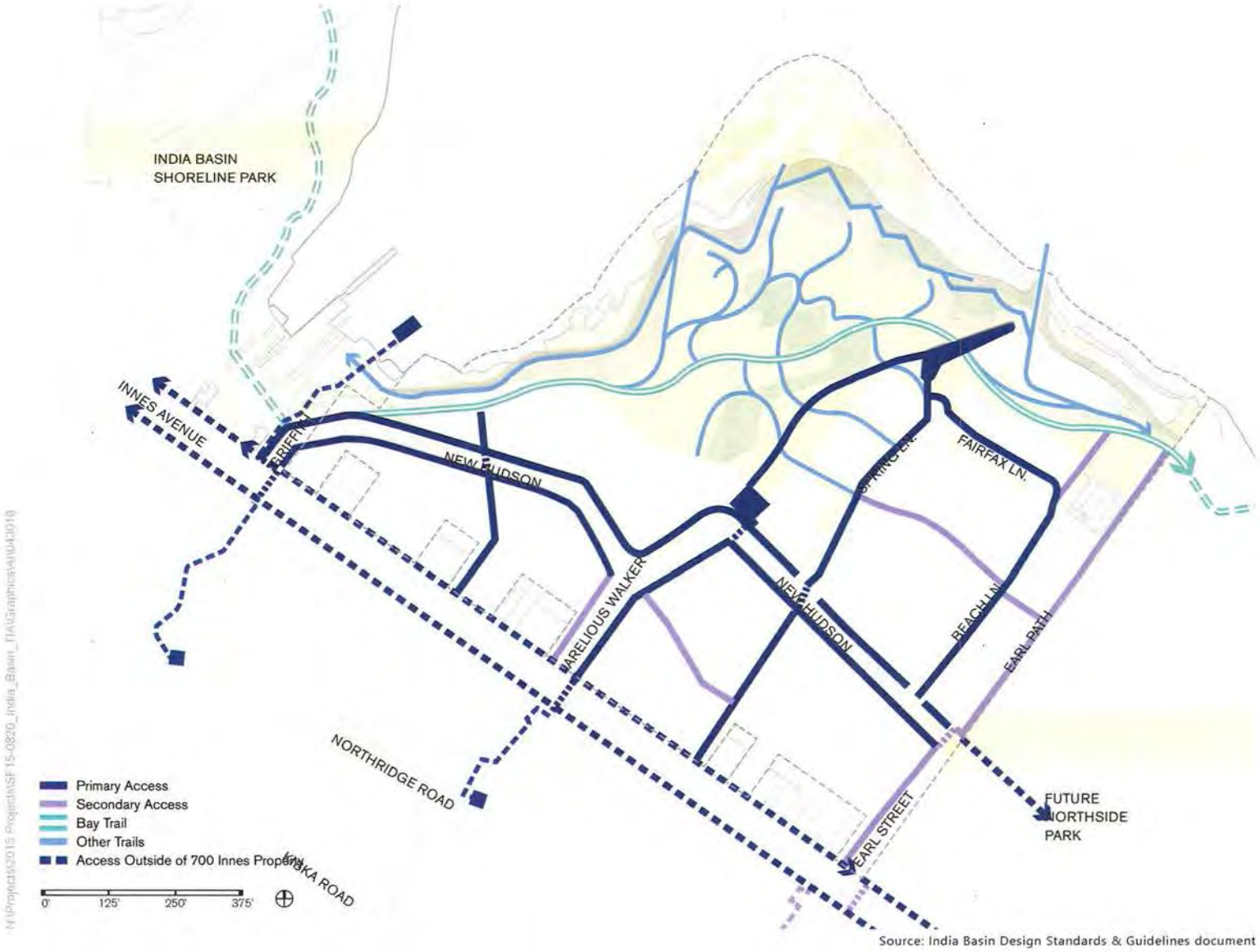
Off-Site Intersection Changes

2.4 Pedestrian Circulation Changes

The Innes Avenue corridor currently features a patchwork of incomplete and narrow sidewalks, which present a less-than-ideal pedestrian condition. However, the Innes Avenue corridor will feature a substantially improved pedestrian experience as a result of the improvements planned by the adjacent Shipyard development and the Project's improvements on the north of the street. Continuous sidewalks on both sides of the street, corner bulbouts, bus stops, and new crossing opportunities providing better access to the site and nearby transit stops from the project as well as adjacent uses at the hilltop are planned. The sidewalk design would be constructed in a manner consistent with the Better Streets Plan but would be finalized at a later date in coordination with SFMTA, Planning Department, FivePoint, DPW, and others.

As part of their signalization, crosswalks are intended to be installed on all approaches at the intersections of Hunters Point Boulevard/Hudson Avenue/Hawes Street, Hunters Point Boulevard/Innes Avenue, Innes Avenue with Griffith Street, Arelious Walker Street, and Earl Street. The designs would be finalized during the detailed design phase.

Pedestrian circulation within and adjacent to the project site, as well as to major activity centers (the Public Market and bus stops on Northridge Road), are shown in **Figure 4**. Further information about pedestrian circulation can be found in section 8.6 of the Infrastructure Plan and sections 2.1.2-2.2.12 of the DSG.



Source: India Basin Design Standards & Guidelines document

Note:
-Crosswalk locations across Innes Avenue at Griffith Street, Arelious Walker Drive, and Earl Street are preliminary and will be finalized during detailed design.
-Squares and rectangles indicate pedestrian activity centers including the Public Market, and Muni 54 bus stops on Northridge Road

Figure 4

Pedestrian Circulation

2.5 Bicycle Circulation Changes

While signed as a bike route, the Innes Avenue corridor does not currently contain any dedicated bicycling facilities, and bicyclists are currently subjected to sharing vehicle lanes with fast-moving arterial traffic. The project plans for a corridor that will feature a fully-separated east-west bicycle link, which will substantially improve cyclist comfort and provide convenient access to destinations within the project site.

The existing Class II bicycle facility (i.e. standard bicycle lanes) on Hunters Point Boulevard between Hudson Avenue and Innes Avenue and the existing Class III bicycle facility (i.e. shared lane markings) on Innes Avenue between Hunters Point Boulevard and Earl Street would be removed. The facility would be relocated to a new Class I facility along the north side of Hudson Avenue within the project site. The new Class I facility ("Hudson Avenue bikeway") would connect India Basin with an extensive bicycle network approved within the Hunters Point Shipyard site to the east and the Blue Greenway (a planned 13-mile network of parks and trails around the waterfront of southeastern San Francisco) to the west, closing a gap link in the plans for a continuous bicycle facility from Candlestick Point and Hunters Point Shipyard along the waterfront to Downtown San Francisco. The Hudson Avenue bikeway will be constructed alongside roadway changes described above in Section 0. Construction of the bikeway would occur alongside construction of the adjacent phases of development, beginning with the Hillside phase and ending with the Cove.

Eventually the Hudson Avenue bikeway will connect to the Class I facility in Northside Park to the east of the project site, although in the interim period the Class I facility will terminate at Earl Street/Hudson Avenue and continue as a Class III shared lane facility on Earl Street between Innes Avenue and Hudson Avenue. Eventually the Hudson Avenue bikeway will connect to the Class I facility on the east side of Hunters Point Boulevard, although in the interim period, the project would ensure a continuous bicycle connection from the current Class II bike lanes on Hunters Point Boulevard to the Class I bicycle corridor within the project site as follows. A connection would be constructed for cyclists making left turns at the multi-lane intersection of Hunters Point Boulevard/Hudson Avenue (signalized as part of the project) from the bike lane on southbound Hunters Point Boulevard to the Class I facility on Hudson Avenue. Design and construction of this facility would be subject to final review and approval of the City Traffic Engineer. This may include one of the following two designs and is indicated on **Figure 3**:

- installation of bicyclist signal heads, bicycle left-turn lane, and an accompanying dedicated signal phase for the maneuver; or,
- installation of a two-stage turn queue box at the far side of the intersection; which is a space where cyclists can wait more safely prior to completing the maneuver in a location visible to other road users.

Additionally, Earl Path is the extension of Earl Street, north of New Hudson Avenue, which would be a path for pedestrians and bicyclists only. Furthermore, recreational paths connecting the on-site bike route to the Bay Trail, Northside Park, and India Basin Shoreline Park would be constructed throughout the proposed shoreline open space.

Bicycle circulation within and adjacent to the project site is shown in **Figure 5**. Further information about bicycle circulation can be found in section 8.6 of the Infrastructure Plan and section 2.1.1 of the DSG.

Source: India Basin Design Standards & Guidelines document

Note:
Class II bike parking will be provided within the furnishing zone and at other locations to be determined throughout the project site.

Figure 5
Bicycle Circulation

2.6 Transit Changes

The project would provide SFPUC power hookups to shelter locations along Hunters Point Boulevard and Innes Avenue adjacent to the project site and would coordinate with SFMTA on the location of the hookups. In addition, the project would provide funding to the SFMTA for implementation of a transit only lane in each direction from the intersection of Hunters Point Boulevard/Evans Street/Jennings Street to the intersection of Donahue Street and Robinson Street.

The area surrounding the project is slated for substantial transit service improvements not specifically tied to the project, including service increases specified in the CPHPS Transportation Plan. Existing Muni lines 44 O'Shaughnessy and 48 Quintara would be extended along Innes Avenue to Hunters Point Shipyard via India Basin to replace the 19 Polk, which would be rerouted away from the project site. Additionally, the Hunters Point Express (HPX) will run express between Downtown San Francisco and the project's stop at Innes Avenue/Arelious Walker Street, providing a rapid connection for passengers. These routes will ultimately result in combined service of 25 buses per direction per hour along Innes Avenue; a substantial improvement over the current four buses per hour per direction. These improvements will be implemented during construction of CPHPS, in the 2021-2026 timeframe. They are described in detail in Section 5.2.2 of this document.

Transit circulation in the vicinity of the project site is shown in **Figure 6**. Further information about transit changes associated with the India Basin and CPHPS project can be found on pages 29-30, 142-164, and 203-227 of the TIS, and in section 8.2 of the Infrastructure Plan.

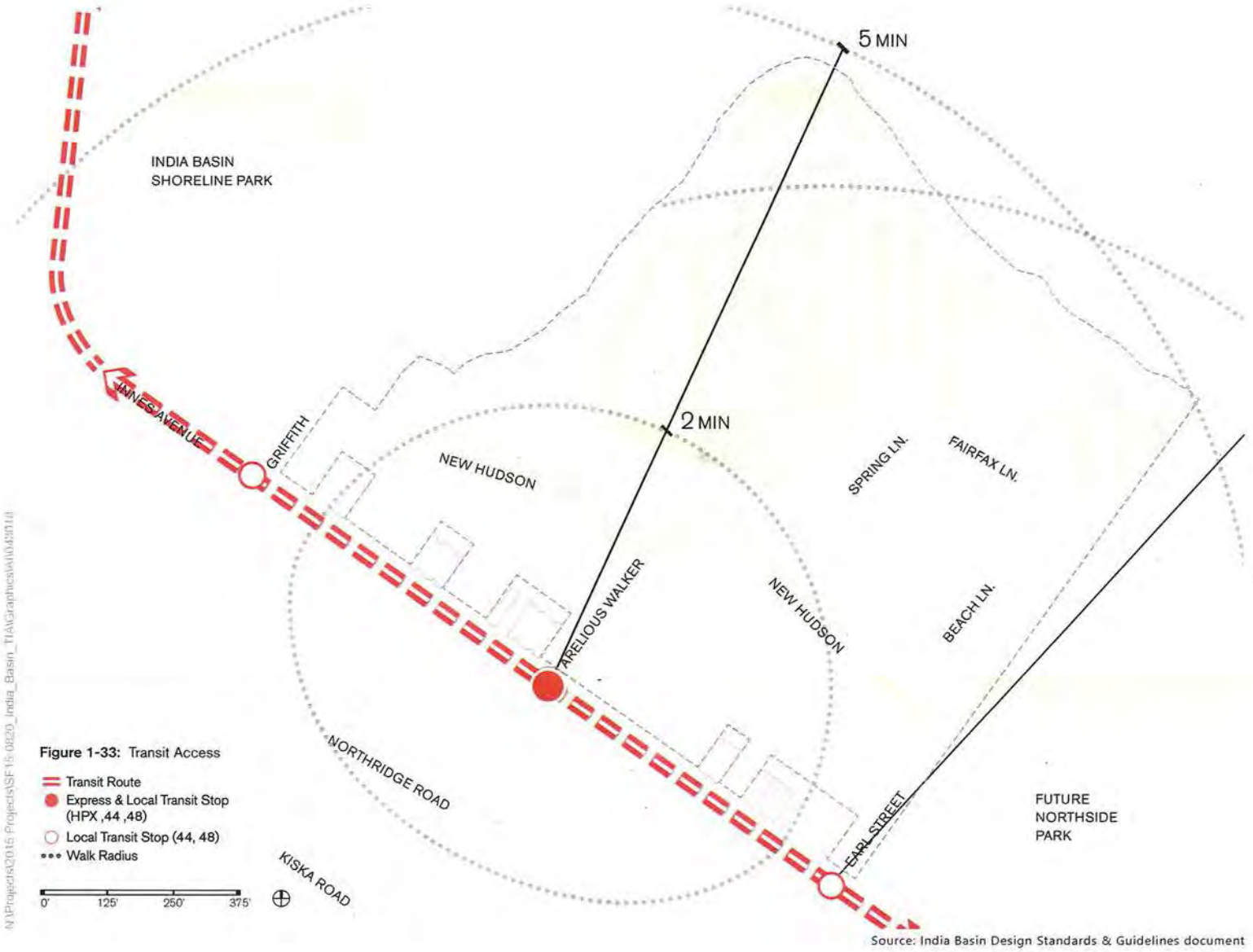


Figure 6

Transit Circulation

Chapter 3. Transportation Demand Management (TDM) Plan

This chapter contains the project's Transportation Demand Management (TDM) Plan. An overview of the TDM Plan and its goals is presented. Then, a monitoring and reporting plan is presented and the plan's overall likely effectiveness is discussed. Finally, the 16 strategies that make up the plan are described in detail.

3.1 Overview

The TDM Plan is fully consistent with the Mitigation Measure M-AQ-1f, and exceeds the Mitigation Measure in three areas: addition of three interim checkpoints where the Plan may be adjusted, the increase of the performance standard from 15 percent daily vehicle trip reduction to 20 percent, and the addition of monitoring, reporting, and adjustments for the life of the project. These three additional commitments associated with Mitigation Measure M-AQ-1f are detailed in the remainder of this chapter.

The project sponsor is committed to reducing vehicle trips to and from the project site beyond that which is required by Mitigation Measure M-AQ-1f in the Draft Environmental Impact Report (DEIR). The project has been designed to prioritize and promote travel by walking, biking, and transit for new residents, tenants, employees, and visitors. As the project is at the scale of a small neighborhood, these design decisions will be particularly influential to people's travel patterns. Key design elements include the provision of an internal road network with narrow streets designed to neighborhood-appropriate speeds; a comprehensive pedestrian network of sidewalks, crosswalks, mid-block pathways, and open space trails; a new Class I bicycle facility throughout the site comprising part of a major regional bicycle connection; the closure of the gap in the Bay Trail through the project site; signalization of five project-adjacent intersections that enhances pedestrian and bicycle connectivity; and support and accommodation for a bus-only lane along Innes Avenue adjacent to the project site.

The multimodal project design is complemented and supported by the project's TDM Plan, which includes specific strategies to reduce vehicular trip-making by shifting trips that would otherwise be made by private automobile to other modes such as walking, bicycling, or transit. This generally involves improving the appeal of these modes via supportive amenities (such as showers and lockers for bike commuting or real-time transit information screens), making the costs associated with private auto-mobility more apparent (such as unbundling parking spaces from residential units), and reducing the need for site users to make longer distance trips that tend to be more likely made by automobile (such as by providing key amenities like a grocery store within the project site).

To mitigate the project's significant air quality impact, Mitigation Measure M-AQ-1f in the DEIR compels the project to reduce by 15 percent the total daily one-way project vehicle trips analyzed in the EIR (for both the 700 Innes and India Basin Open Space sites). The project sponsor has agreed to exceed this requirement by committing to the performance standard of a 20 percent vehicle trip decrease. This will be achieved through a combination of the multimodal design elements inherent in the project and individual strategies contained within the TDM plan.

The strategies presented in this chapter constitute the initial plan for the first phase of development. The project sponsor will evaluate the project against the performance standard at a number of checkpoints during buildout. At each of these checkpoints, the project sponsor would convene with SFMTA and Planning Department to evaluate the effectiveness of the TDM strategies implemented to date in the context of levels of transit service implemented and yet to be implemented near the site. If the project is found to be falling short of the performance standard at a particular checkpoint, the project sponsor will work with SFMTA and Planning Department to consider adjustments to TDM strategies or new measures to achieve the performance standard (e.g. changes to amount of parking). These checkpoints would be scheduled to provide enough time for the project sponsor to make TDM adjustments or adjustments to project design in the subsequent phase, if needed.

The effective daily vehicle trip generation rates for each land use type contained within the *Supplemental Memorandum to the India Basin TIS: Transportation Impacts for the "Revised Proposed Project"* shall be used at these checkpoints to determine the base against which the performance standard can be measured. This memorandum presents two sets of rates, for Project Conditions and Cumulative Conditions scenarios. It is intended that the Project Conditions scenario trip generation rates shall be used until the point at which SFMTA implements 75 percent of the level of transit service ultimately planned and committed to as part of the Candlestick Point/Hunters Point Shipyard Transportation Plan (or 1,280 seats per hour in each direction along Innes Avenue), at which point the Cumulative Conditions scenario trip rates, which are lower to reflect mode shift from auto to transit, shall be used.

3.2 Monitoring and Reporting Requirements

The TDM Coordinator will undertake monitoring and reporting of the TDM plan consistent with the City's TDM Program Standards. If a Transportation Management Association (TMA) is formed to oversee the TDM plan implementation, the TDM Coordinator may be a representative of the TMA. The three main monitoring and reporting components of the Program Standards are a pre-occupancy site visit, ongoing monitoring and reporting statements, and periodic updating of the Plan if needed after entitlement. While the key elements of the monitoring and reporting standard were included in the DEIR Mitigation Measure M-AQ-1f, the project has chosen to exceed these requirements in three areas: addition of three interim checkpoints

where the Plan may be adjusted, the increase of the performance standard from 15 percent daily vehicle trip reduction to 20 percent, and the addition of monitoring, reporting, and adjustments for the life of the project.

The TDM Coordinator will submit the first report for all buildings that are at least 75 percent occupied 18 months after issuance of the first certificate of occupancy of any building on the 700 Innes property that includes off-street parking or the establishment of surface parking lots or garages. After the first reporting period, reports will be submitted on an annual basis until five consecutive reporting periods show that the fully built project has met the 20 percent performance standard, after which they may be submitted every three years for the life of the project. While the mitigation measure states that monitoring, reporting, and adjustments may cease once the reduction goal has been met for up to eight consecutive reporting periods, the project has committed to continue monitoring, reporting, and adjusting (if needed) for the life of the project. While the mitigation measure requires that the Project's TDM coordinator shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, this Plan enables for more responsive course-correction during project buildout if the project is not meeting its goal as determined by monitoring conducted after certain checkpoints, to be agreed to between the project sponsor and the City, as defined in Section 3.1. Adjustments may include reducing the parking supply for future phases of the project below the maximum allowable.

For ease of reference, the full text of the Mitigation Measure is provided below in italics:

> ***TDM Plan Monitoring and Reporting**: The TDM Coordinator shall collect data, prepare monitoring reports, and submit them to the Planning Department. To ensure that the goal of reducing by at least 15 percent the aggregate daily one-way vehicle trips is reasonably achievable, the project sponsor shall monitor daily one-way vehicle trips for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, and shall compare these vehicle trips to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the project's Final Transportation Impact Study.*
>
> ***Timing**. The TDM Coordinator shall collect monitoring data and shall begin submitting monitoring reports to the Planning Department 18 months after issuance of the first certificate of occupancy for buildings that are at least 75 percent occupied on the 700 Innes property that include off-street parking or the establishment of surface parking lots or garages. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until five consecutive reporting periods show that the fully built project has met the reduction goal. From that point on, monitoring data shall be submitted to the Planning Department once every three years.*

Each trip count and survey (see below for description) shall be completed within 30 days after the end of the applicable reporting period. Each monitoring report shall be completed within 90 days after the applicable reporting period. The timing of monitoring reports shall be modified such that a new monitoring report is submitted 12 months after adjustments are made to the TDM plan to meet the reduction goal, as may be required under the "TDM Plan Adjustments" heading, below. In addition, the Planning Department may modify the timing of monitoring reports as needed to consolidate this requirement with other monitoring and/or reporting requirements for the proposed project or variant, such as annual reporting under the proposed project's or variant's development agreement.

***Term**. The project sponsors shall monitor, submit monitoring reports, and make plan adjustments until the earlier of: (i) the expiration of the Development Agreement, or (ii) the date the Planning Department determines that the reduction goal has been met for up to eight consecutive reporting periods.*

***Components:** The monitoring and reporting, including trip counts, surveys and travel demand information, shall include the following components or comparable alternative methodology and components, as approved, accepted or provided by Planning Department staff:*

(1) Trip Count and Intercept Survey: Provide a site-wide trip count and intercept survey of persons and vehicles arriving and leaving the project site for no less than two days during the reporting period between 6:00 a.m. and 8:00 p.m. One day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during one week without federally recognized holidays, and another day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during another week without federally recognized holidays. The trip count and intercept survey shall be prepared by a qualified transportation or survey consultant, and the Planning Department shall approve the methodology prior to the Project Sponsors conducting the components of the trip count and intercept survey. The Planning Department anticipates it will have a standard trip count and intercept survey methodology developed and available to project sponsors at the time of data collection.

(2) Travel Demand Information: The above trip count and survey information shall be able to provide the travel demand analysis characteristics (work and non-work trip counts, origins and destinations of trips to/from the project site, and modal split information), as outlined in the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review, October 2002, or subsequent updates in effect at the time of the survey.

(3) *Documentation of Plan Implementation: The TDM coordinator shall work in conjunction with the Planning Department to develop a survey (online or paper) that can be reasonably completed by the TDM coordinator and/or Transportation Management Association (TMA) staff members to document implementation of TDM program elements and other basic information during the reporting period. The project sponsors shall include this survey in the monitoring report submitted to the Planning Department.*

(4) *Assistance and Confidentiality: The Planning Department will assist the TDM coordinator with questions regarding the components of the monitoring report and will assist the TDM coordinator in determining ways to protect the identity of individual survey responders.*

***TDM Plan Adjustments**. The project sponsors shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal. The TDM plan adjustments shall be made in consultation with Planning Department staff and may require refinements to existing measures (e.g., change to subsidies, increased bicycle parking), inclusion of new measures (e.g., a new technology), or removal of existing measures (e.g., measures shown to be ineffective or induce vehicle trips). If the Planning Department determines that the reduction goal has been met for eight consecutive reporting periods, the TDM Plan in place at the time of the eighth consecutive successful reporting period shall be considered the final TDM Plan.*

If the monitoring results from three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, the TDM plan adjustments shall occur within 270 days after the last consecutive reporting period. The TDM plan adjustments shall occur until the monitoring results of three consecutive reporting periods demonstrate that the reduction goal is achieved.

If after implementing TDM plan adjustments, the project sponsors have not met the reduction goal for up to eight consecutive reporting periods, as determined by the Planning Department, then the project sponsors may, at any time thereafter, elect to use another means to address the shortfall in meeting the TDM plan reduction target.

Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations. The anticipated shortfall shall be based on the shortfall that occurred in the most recently monitored year. Calculations of emissions to be offset shall be based on the total

amount of emissions anticipated to be reduced by achieving the 15 percent TDM goal, adjusted for the actual percentage of aggregate daily one-way vehicle trip reduction achieved in the most recently monitored year.

After paying this additional offset fee, the project sponsors shall continue to monitor, report and adjust their TDM Plan in accordance to this Mitigation Measure M-AQ-1f, to ensure that the shortfall from the reduction goal does not increase significantly over time for the duration of the term defined herein. At the end of that term, the project sponsors' monitoring, reporting, and adjusting obligations of MM-AQ-1f shall terminate, but the project sponsors shall continue to implement the final TDM Plan for the life of the project. The final TDM Plan shall be either a) the TDM Plan that met the reduction goal for eight consecutive monitoring periods; or b) if the project sponsors have paid an additional offset fee, the TDM plan that achieved the highest reduction goal for any reporting period.

3.3 Overall Effectiveness

The project transportation network and TDM plan could reduce daily vehicle trips to and from the Build Property by 20 percent compared to the trip numbers forecasted in the DEIR. The DEIR trip forecasts were developed using trip generation rates contained within the San Francisco Guidelines and mode splits developed for the Candlestick Point Hunters Point Shipyard (CPHPS) EIR. As is the case for other elements of the project description that may affect travel patterns, such as parking supply and the Class I bicycle facility, several of the TDM strategies listed below are not explicitly accounted for in the project mode split rates. However, these elements are accounted for to the extent that the buildings and areas that constitute the generalized data set for mode split include them. Therefore, it is reasonable to expect additional reductions beyond those estimated for the TDM plan due to the presence of the comprehensive bicycle facility, extensive pedestrian network, and traffic-calmed street network.

Table 2 summarizes both the individual and aggregate effects of the TDM measures on daily vehicle trips to and from the project site. Estimates are mostly taken from *Quantifying Greenhouse Gas Mitigation Measures*, a report for the California Air Pollution Control Officer's Association produced in 2010 ("CAPCOA") and are supplemented with data from other recent studies. Effectiveness in terms of percent reduction in daily trips is presented as a single percentage; however, the precise reduction will be dependent on factors that are not fully known at this time, such as degree of program implementation, demographics of future residents, parking prices and availability relative to the surrounding neighborhood, and TDM programs implemented by individual office or retail tenants. In some instances, the reduction accounts for local dampening of the CAPCOA standard based on the more urban land use context of the project site (so as not to double-count reductions already somewhat accounted for in the DEIR trip forecasts) compared to the context contained within the CAPCOA data. The estimation of reductions for each strategy includes separate application of different CAPCOA reduction rates to commute and non-commute trips. The aggregate reduction includes category caps that recognize the diminishing effectiveness of multiple different strategies in the same category.

The aggregate range of effectiveness for strategies contained within the TDM plan (with category capping considered) is 6 percent to 22 percent. Part of this spread is explained by the varying effect of the TDM strategies on different land use contexts, and the upper end of the range contains maximum possible reductions for elements such as a robust pedestrian network and parking unbundling, which are to a certain extent accounted for in the project trip rates. Considering the local land use context and the extent to which measures are likely accounted for in trip rates, the TDM plan is estimated to reduce daily vehicle trips by 10 percent. Further reduction should be expected for project components not included in the TDM plan but whose reduction is quantifiable, such as comprehensive bicycle improvements, paid parking, and pre-tax transit benefits (provided in compliance with the Commuter Benefits Ordinance). The combination of the

TDM plan with these specific project components is estimated to reduce daily vehicle trips by 13 percent. Further reduction should be expected for the subset of strategies for which no reliable data on reductions was available from CAPCOA or other sources. Additional potential reductions may arise from TDM programs and subsidies provided by individual office and retail tenants. As mentioned previously, further reductions should also be expected for design elements such as the traffic-calmed street network.

If the project's TDM measures are not trending to meet the goal of reducing estimated aggregate daily one-way vehicle trips by at least 20 percent during the checkpoints, compared to the forecasts in the project's DEIR, the project sponsor, in consultation with SFMTA and Planning Department, would explore other TDM options or adjust the project's designs, as the project continues to be built out. These options would be determined based on how site users' travel patterns are evolving, as identified by user surveys and would be developed in consultation with SFMTA and Planning Department.

Table 2: Summary of TDM Strategies and Estimated Effectiveness

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
Strategies Contained Within TDM Plan						
3.4.1	Bicycle Parking	Provide ample, secure, and convenient bicycle parking for all uses	TRT-6		Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)
3.4.2	Bicycle Repair Stations	Provide public stations for repair and maintenance of bicycles	TRT-6	0.6%	Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)
3.4.3	Showers and Clothes Lockers	Provide facilities for employees to shower and store personal belongings if they bicycle or walk to work	TRT-6		Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)
3.4.6	Bicycle Maintenance	Vouchers would be provided to residents and employees for bicycle repairs by a mechanic or bike shop	TRT-6		Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
3.4.4	Improve Walking Conditions	Maintain safe, accessible, and welcoming pedestrian facilities	SDT-1	1.0%	May provide additional traffic calming benefits that encourage use of active transportation.	Reduction assumes that pedestrian networks are prevalent within site as well as connecting off-site
3.4.5	Bike Share Stations and Membership	Space will be dedicated for bike share stations, and residents will be provided with memberships once active	TRT-12	1.3%	Visibility of bike share stations may help advertise potential of bicycling as a mode of transport	Data estimated from Capitol Bikeshare reports on vehicle ownership changes due to bikeshare
3.4.7	Fleet of Bicycles	Until bike share stations are available, free bicycles will be available for lending to residents and employees.	TRT-12		Fleet would include cargo bicycles to facilitate family travel or trips where the rider needs to carry packages or bags.	Becomes redundant once docked bicycle sharing is available.
3.4.8	Carshare Parking	Provide carshare parking	TRT-9	1.0%	The presence of carshare allows for households to live without owning an automobile, which reduces their total vehicle trips	

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
3.4.9	Delivery Supportive Amenities	Features that support delivery of goods and services, including lockers, temporary storage, etc.	N/A	no data	While this measure largely provides an amenity for residents, its presence may assist zero-car households; this mechanism is similar to that for carshare.	
3.4.10	Family TDM Amenities	Includes on-site storage for personal car seats and utility carts for households that may not own a car	N/A	no data	While this measure largely provides an amenity for residents, its presence may assist zero-car households; this mechanism is similar to that for carshare.	
3.4.11	On-Site Childcare	On-site childcare that reduces the distance that families travel to access childcare.	LUT-3	N/A	Studies show no demonstrable effect; however, research shows around 10 percent of trip chaining during commutes is due to escorting children to/from childcare (Davidson, 1991). Around half of commute trips are chained, and around 30 percent of trips to/from the project site are commute related, leading to a potential reduction of up to 1.5%	
3.4.12	Multi-modal Wayfinding	Signage that directs residents, employees, and visitors to a variety of transportation services and infrastructure.	TST-2	no data	Helps create an environment that supports and encourages use of active transportation and transit.	

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
3.4.13	Real-time Transportation Displays	Displays and electronic signs showing departures and arrivals of transit service.	TST-2	no data	Helps create an environment that supports and encourages use of transit.	
3.4.14	Tailored Transportation Marketing Services	Ongoing promotion and marketing of sustainable transportation modes	TRT-8	2.5%	Helps create an environment that supports and encourages use of active transportation and transit.	Range of reduction is 1 - 4 percent. Midpoint selected due to measures applying primarily to commute trips, but having some general applicability to all trips.
3.4.15	On-Site Affordable Housing	Inclusion of 25% affordable housing	LUT-6	1.0%	Lower-income households tend to make fewer vehicle trips, and have lower rates of vehicle ownership.	
3.4.16	Unbundled Parking	Require office tenants and residents to pay for parking spaces separately from lease or ownership costs	PDT-2	3.0%	Encourages households to forego owning a car that requires storage, and encourages office tenants to charge employees for parking or offer parking cash-out.	Range of reduction is 2.6 to 13%. Reduction assumes that effectiveness is dampened due to common practice of charging for parking in San Francisco
Subtotal (including category capping)				**10.0%**[1]		
Quantifiable Additional Reductions						
N/A	Comprehensive Bicycle Improvements	Anticipated cumulative effect of multiple bicycle-friendly design options	SDT-2, SDT-4	1.0%	Comprehensive bicycle promotion and facilitation may have a traffic calming effect, which CAPCOA estimates can provide up to a 1% reduction in trips.	Assumes that strength of bicycle network creates benefits similar to the CAPCOA Traffic Calming strategy

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
N/A	Paid Parking	Increased price to park on-site for both employees and visitors	PDT-3	2.8%	Assumes increases in price to park on-site for both employees and visitors, as well as residents, in addition to unbundling parking from lease price.	Per CAPCOA, assumes that prices increase by 25 percent over those at similar sites
N/A	Pre-Tax Transit Benefits	Employer tenants offering pre-tax transit benefits to employees	TRT-4	0.2%	Some employer tenants will choose to provide transit benefits or pre-tax transit withholding under San Francisco Commuter Benefits Ordinance.	Assumes equivalent to a 25% subsidy of transit costs for participating employees. Assumes 10% of trips would be eligible.
Total with Quantifiable Additional Reductions (including category capping)				**13.5%[1]**		

1. The TDM Plan includes elements for which no data is available to quantify specific reductions in vehicular travel demand, including 3.4.9 (Delivery Supportive Amenities), 3.4.10 (Family TDM Amenities, 3.4.11 (On-site childcare), 3.4.12 (Multi-modal wayfinding), and 3.4.13 (Real-time Transportation Displays). The combined effects of these elements plus elements for which quantifiable data is available will likely lead to further reductions than the totals summarized in this table, bringing the project's total trip generation closer to the goal of a 20 percent reduction.

Source: Fehr & Peers, 2018; CAPCOA, 2010

3.4 Detailed Review of Each Strategy

The following sections examine each of the 16 TDM strategies proposed as part of the India Basin development. All monitoring and reporting indicated below are for the purposes of complying with City requirements unless otherwise noted.

3.4.1 Bicycle Parking

Description:

- Includes secure bicycle parking, both indoors (Class I) and outdoors (Class II). Class I spaces would be protected from the elements and can either be provided in the form of enclosed lockers or a secure room. A room can accommodate a greater density of bicycles, but requires a large amount of consolidated space. Lockers take up more room overall, but can be stacked vertically and are more flexible in their space requirement. In addition to the indoor spaces provided for residents and employees, open-air Class II parking spaces would be provided for the public and site visitors. An appropriate portion of both Class I and Class II bike parking facilities would be for larger bikes. The project would provide enough bicycle parking to meet San Francisco Planning Code Requirements, and would provide at a minimum 1,477 Class I and 98 Class II bicycle parking spaces, for a total of 1,575 bicycle parking spaces. The project's approximate bicycle parking ratios are presented in **Table 5** on page 55. The bicycle parking ratios will be upheld by phase and to the extent possible, be spread across buildings appropriately based on their size, noting that buildings with fewer than six residential units may not each contain Class I bicycle parking due to space limitations.

Phasing:

- Prior to submittal of project construction permit applications, verify that the appropriate buildings have been designed with required bicycle parking.
- Bicycle parking would be installed in each building as it is constructed and would be available for use upon receipt of Certificate of Occupancy for each building.

Siting:

- Class I bicycle parking would be provided in each building, except those with fewer than six residential units, approximately at the ratios presented in **Table 5**, near the natural pedestrian entrance, with ground floor access or ramp access; bicyclists would not need to ride an elevator or climb stairs to store their bicycle. Doorways between the street and parking area would be automated to the extent possible.

- Short-term public bicycle parking (Class II) would be located within 150 feet of building entrances in amounts adequate for visitors to each building, as well as in the furnishing zone along the New Hudson Avenue cycle track and Arelious Walker Drive. The furnishing zone (shown among conceptual streetscape zones to the right) along these streets is particularly appropriate for bicycle parking because of the major bicycle facility along New Hudson Avenue and because of the proximity of the Public Market and other retail destinations along Arelious Walker Drive. People on bicycles would be able to safely exit the New Hudson Avenue bicycle facility and cross that street to access all building entrances south of it via pedestrian crosswalks located at each intersection along the bicycle facility.

Target Audience:

- All site users.

3.4.2 Bicycle Repair Stations

Description:

- Bicycle repair stations typically include the basic tools required to fix a flat tire, adjust the chain and gears, and tighten brakes. Available tools would include, at a minimum, a bicycle pump, wrenches, a chain tool, lubricants, tire levers, hex keys/Allen wrenches, Torx keys, screwdrivers, and spoke wrenches. A typical bicycle repair station is shown at right (source: Institute for Transportation Research and Education).

Phasing:

- Bicycle repair stations would be installed commensurate with the bicycle infrastructure being constructed at each phase at that location. No fewer than three repair stations would be constructed.

Siting:

- Repair tools would be provided within every Class I bicycle storage room on-site with capacity of at least 20 bicycles.
- Public bicycle repair stations would be located along the most heavily used bicycle routes. Specifically, the project would include two outdoor repair stations, one on New Hudson Avenue and one along the Bay Trail.

Target Audience:

- All site users.

3.4.3 Showers and Clothes Lockers

Description:

- Showers and clothes lockers enable employees who bicycle to the project site to freshen up upon arrival, thereby making bicycle commuting more feasible and attractive.
- The exact site uses by building are still be determined, however, showers and clothes lockers would be provided according to the schedule of requirements listed in San Francisco Planning Code section 155.4(c). As such, more precise shower locations would be prescribed prior to the construction of each phase.

Phasing:

- Prior to phase construction, verify that the appropriate buildings have been designed with showers and lockers.

Siting:

- Showers and lockers would be located as close to Class I bike parking as possible. Showers and lockers would be located in well-lit locations selected to improve personal safety at all hours.

Target Audience:

- Employees (part-time and full-time).

3.4.4 Improve Walking Conditions

Description:

- The property owner would complete streetscape improvements so that the public right-of-way is safe, accessible, convenient and attractive to persons walking. The India Basin Design Standards and Guidelines (DSG) document specifies that streetscapes will be consistent with the Better Streets Plan.

Phasing:

- Prior to project construction, verify that streetscape design includes safe and accessible rights-of-way.

Siting:

- Throughout project site, with a specific focus on access to building entrances and adjacent transportation infrastructure.

Target Audience:

- All site users.

3.4.5 Bike Share Stations and Membership

Description:

- Bike share is a service in which bicycle are made available for shared use to individuals on a short term basis for a price that varies based on how long the bike is checked out.
- Ford GoBike, operated by Motivate, is the Bay Area's current dock-based bike share system, and like most systems, it allows users to borrow bikes at one location and return them to a different location. Current annual memberships allow users to check out a bike for 45 minutes at a time at no additional cost. Beyond 45 minutes, each additional 15 minutes currently costs $3. In the event that a bike share station is approved for construction within the project site and once dates of installation are provided by the City, property managers would proactively offer to fully subsidize annual bike share memberships for residents (one per dwelling unit per year) and employees (both part-time and full-time).

Phasing:

- At this time, there are no stations installed or planned for the India Basin neighborhood. In the event that Motivate and the City decide to expand the system to the project site, Property Management would coordinate with SFMTA to reallocate curb space to accommodate 1-2 bike share stations on the project site.
- Subsidies for bike share memberships would be offered once dates of installation are provided by the City for bike share stations within the project site.

Siting:

- Bike share stations are typically located next to transit stations, major attractions, large employment centers, and residential centers. Stations can be on a sidewalk or at the curb and the project sponsor would work with SFMTA to reallocate curb space. Property Management would cooperate with Motivate, or any other bike share operator, to assist in the siting of one or two bike share locations along New Hudson Avenue at the time Ford GoBike decides to site a bike share station within the project site.

Target Audience:

- Property management would proactively offer to provide memberships for all employees (part-time and full-time) and residents (one membership per dwelling unit per year) at the project site. On-site stations would be available for use by anyone with a membership.
- Annual membership would be offered on an ongoing basis.

3.4.6 Bicycle Maintenance

Description:

- Bicycle maintenance services would be provided to residents and employees through vouchers for nearby bicycle shops or through an on-call bicycle mechanic. The property owner would pay for maintenance minimally equivalent to the cost of one annual bicycle tune-up. The cost of a basic tune-up would be estimated in consultation with local bicycle repair shops.

Phasing:

- The bicycle maintenance program would be ongoing, and first implemented upon building occupancy, contingent upon the presence of local bicycle shops that would accept the vouchers.

Siting:

- Tune-ups would take place at a nearby bicycle shop, or would be performed by an on-call bicycle mechanic.

Target Audience:

- Employees (part-time and full-time) and residents.

3.4.7 Fleet of Bicycles

Description:

- To enable project residents and employees to make short-haul trips by bicycle instead of by car, the property manager would provide a fleet of bicycles for use by residents, employees, and visitors. A maximum of 30 bicycles would be provided, which is an amount similar to the number of docks at two bike share stations. The property owner would provide helmets, locks, lights, baskets, and other amenities to facilitate convenient use of the fleet of bicycles. The fleet would include at least two cargo bikes that can accommodate family travel. When Ford GoBike or another major bike share system reaches the project site, the property manager could phase out this fleet of property-provided bicycles in favor of subsidized bike share membership.

Phasing:

- Bicycles would be purchased prior to building occupation.

Siting:

- Secure bicycle parking would be provided for the fleet of bicycles within an easily accessible bicycle room or a bicycle cage. Ideally, the fleet of bicycles would be located near showers and clothes lockers.
- Secure bicycle parking for the fleet of bicycles would be in addition to the bicycle parking described in Section 3.4.1. The project would provide more bicycle parking than required by the San Francisco Planning Code at the outset of the project, with the intention that the excess spaces would be used for the fleet of bicycles; later, as bike share reaches the vicinity of India Basin, the fleet of bicycles would be phased out and the excess bicycle parking would be used to satisfy the bicycle parking requirement for future phases of development.

Target Audience:

- Employees (part-time and full-time) and residents.

3.4.8 Carshare Parking

Description:

- Vehicles would be made available by reservation on an hourly basis, or in smaller intervals. To meet the number of carshare spaces recommended by the Planning Code, the project would designate approximately 17 parking spaces for carshare use, provided by a certified carshare organization. This number was derived using the ratios indicated in Table 166 of the Planning Code, which recommend 2 spaces for the first 200 dwelling units plus 1 space for every 200 dwelling units over 200, and 1 space for every 50 parking spaces provided for non-residential uses, as indicated in **Table 3**. Carshare signage would include wayfinding information from public access points. If the carshare spaces are not utilized (i.e. carshare companies decline to station vehicles there, or project residents or employees do not make use of carsharing), the designated spaces could be permanently repurposed for private vehicle parking or other uses.
- Scooter share, a relatively new paradigm in which electric-assist scooters are available for point-to-point trips, would not necessarily be provided at the project site. However, parking garages at the project site would include electric charging infrastructure suitable for use with scooter share vehicles, such that it would be feasible to accommodate shared scooters.

Phasing:

- Carshare parking would be provided with construction of parking garages, at the ratios indicated in **Table 3**. Carshare parking ratios will be upheld by phase, and services would be in place prior to occupation of adjacent buildings.

Siting:

- In each subsurface garage, close to the pedestrian access point to the garage. Garages containing carshare parking spaces will be publicly accessible, (i.e. for carshare members who are not residents or employees at the project site).

Target Audience:

- Employees (part-time and full-time) and residents. The vehicles would typically also be made available to users who do not live or work on the project site.

Table 3: Proposed Carshare Parking Ratios

		Number of Required Carshare Parking Spaces
Number of Residential Units	0-49	0
	50-200	1
	200 or more	2, plus 1:200 each additional 200
Number of Parking Spaces Provided for Non-Residential Uses or in a Non-Accessory Parking Facility	0-24	0
	25-49	1
	50 or more	1, plus 1:50 each additional 50

3.4.9 Delivery Supportive Amenities

Description:

- Delivery supportive amenities make it easier for project residents/employees to obtain goods or services by delivery, rather than by making vehicle trips. These amenities include features that permit deliveries in a manner and at a time convenient for both delivery companies and the recipients of deliveries, such as clothes lockers for delivery services, temporary storage areas for packages and other deliveries, and/or temporary refrigeration for grocery deliveries. These amenities would be provided in each building.

Phasing:

- Prior to project construction, verify that the appropriate buildings have been designed with delivery supportive amenities.

Siting:

- Delivery supportive amenities are most appropriate for medium- to large-scale residential and office buildings. These amenities would generally be located near the main entrance to each building, on the ground floor.
- Specific building plans are still being developed for the India Basin site; therefore, it is not yet feasible to identify which specific buildings will be appropriate for delivery supportive amenities. As a general rule, buildings with at least twenty residential units or at least 20 ksf of non-residential use would be suitable for delivery supportive amenities.

Target Audience:

- Office employees (part-time and full-time) and residents.

3.4.10 Family TDM Amenities

Description:

- Family TDM amenities reduce vehicle trips by making it easier for families to meet their needs using carshare, which makes it easier for families to forgo private vehicle ownership. Family TDM provisions address challenges that families or households face in making trips without a private vehicle. Amenities would include on-site secure storage for personal car seats, strollers, athletic gear, and shared collapsible shopping or utility carts. Storage would be located near off-street carshare parking spaces and could be unlocked using carshare membership cards (e.g. Zipcar's "zipcard").
- For buildings with at least 40 dwelling units, one secure storage location and one secure cargo bicycle parking space will be provided per every 20 dwelling units. In addition, for these buildings, collapsible shopping or utility carts will be provided at a rate of one per every 10 dwelling units.

Recommendation for Phasing:

- Family TDM amenities would be purchased and implemented prior to occupation.

Recommendation for Siting:

- These amenities would generally be located in close proximity to carshare parking spaces and/or near building entrances.

Target Audience:

- Residents.

3.4.11 On-site Childcare

Description:

- On-site childcare facilities reduce commuting distances between households, places of employment, and childcare. At least one on-site childcare facility would be provided within the project.

Phasing:

- The childcare facility is planned to be constructed as part of the Cove section of the site (phases are shown on Figure 2).

Siting:

- The project sponsor intends to construct the childcare facility in the Cove phase.

Target Audience:

- All site users, as well as families in neighboring areas. Childcare spaces would be reserved for employees (part-time and full-time) and residents at the project site, and secondarily for people residing within approximately one mile of the project site.

3.4.12 Multi-modal Wayfinding Signage

Description:

- Wayfinding signage directs residents, employees, and visitors to transportation services and infrastructure, including transit, bike share, carshare parking, bicycle parking and amenities, the Bay Trail, etc. Signage would be located both indoors and outdoors, and outdoor signage would be constructed to withstand weather elements. The property owner would provide signage to guide people walking to nearby destinations and transportation facilities. The property owner would coordinate with SFMTA and other local and regional agencies during implementation. A conceptual wayfinding sign, directing bicyclists and pedestrians to nearby destinations, is shown at right (source: Build). Bicycle wayfinding signage would be installed and maintained by SFMTA; pedestrian wayfinding signage would be installed and maintained by the project sponsor.

Phasing:

- Wayfinding signage would be installed prior to occupation.

Siting:

- Indoor signage would be located near the main entrance to each building and would direct building users to the on-site transportation resources, such as carshare parking and the fleet of bicycles in the secure bicycle parking area. Exterior signage would provide clear direction from building entrances to destination transportation facilities such as transit stops and bicycle facilities.

Target Audience:

- All site users.

3.4.13 Real-time Transportation Information Displays

Description:

- Real-time transportation information displays, including large television screens or computer monitors (such as the devices produced by TransitScreen), communicate sustainable transportation options and support informed trip-making. The property manager would install displays in strategic locations to be determined, such as lobbies in buildings with a high number of employees or residents.

Phasing:

- Information displays would be implemented prior to occupation.

Siting:

- Information displays would be located in prominent locations at pedestrian exits and lobbies in buildings with more than 100 dwelling units, or more than 200 employees.

Target Audience:

- All site users.

3.4.14 Tailored Transportation Marketing Services

Description:

- The project would deliver ongoing promotions to encourage use of sustainable transportation modes, and welcome packets for new residents and employees, as follows:
    - (1) Promotions. The TDM coordinator shall develop and deploy promotions to encourage use of sustainable transportation modes. This includes targeted messaging and communications campaigns, incentives and contests, and other creative strategies. These campaigns may target existing and/or new residents/employees/tenants.
    - (2) Welcome Packets. New residents and employees shall be provided with tailored marketing information about sustainable transportation options associated with accessing the project site (e.g., specific transit routes and schedules; bicycle routes; carpooling programs, etc.) as part of a welcome packet. For employees, the packet should reflect options for major commute origins. New residents and employees shall also be offered the opportunity for a one-on-one consultation about their transportation options.

- Marketing services would be provided by the TDM coordinator, if that employee has the capacity to do so. Alternatively, the project sponsor could retain a professional service (such as GreenTRIP) to deliver tailored transportation marketing services.

Phasing:

- Tailored transportation programs would be implemented on an ongoing basis, interfacing with residents and employees both during move-in and onboarding, as well as during their tenure living or working on-site.

Siting:

- N/A

Target Audience:

- Employees (part-time and full-time) and residents.

3.4.15 On-Site Affordable Housing

Description:

- Affordable housing generates fewer peak hour vehicle trips and lower parking demand than market-rate housing units. Approximately 25 percent of the dwelling units on-site (394 units) are designated as affordable at an average AMI of less than 110%.

Phasing:

- On-site affordable housing will be phased in accordance with the project's Development Agreement, more specifically the Phasing Plan Exhibit.

Siting:

- The location of affordable dwelling units has not yet been determined.

Target Audience:

- Residents.

3.4.16 Unbundle Parking

Description:

- The cost of parking would be unbundled, or separate from the cost of rent, lease, or ownership of residential units and non-residential uses at the project. Complying with San Francisco Planning Code, residential parking would not be sold or rented with residential units in either for-sale or rental buildings. Residents or workers who wish to have a car onsite would have to pay separately for use of a parking space. Residential and non-residential parking spaces would be leased at market rate. Residential parking would be leased on a monthly basis. Non-residential parking rates shall maintain a rate or fee structure such that:
    - Base hourly and daily parking rates are established and offered.
    - Base daily rates shall not reflect a discount compared to base hourly parking rates; calculation of base daily rates shall assume a ten-hour day.
    - Weekly, monthly, or similar-time specific periods shall not reflect a discount compared to base daily parking rates, and rate shall assume a five-day week.
    - Daily or hourly rates may be raised above base rate level to address increased demand, for instance during special events.

Phasing:

- Unbundled parking policies would be implemented as residents and tenants purchase or lease property within the project.
- Prior to construction of later phases of the project, the project sponsor will review with the City the utilization of parking spaces from earlier phases using data collected as part of ongoing monitoring and reporting, to inform whether parking ratios for later phases could be lowered. Other information to factor into this decision would include available public transit options, performance of the TDM program, and other transportation innovation trends.

Siting:

- N/A

Target Audience:

- Residents and employees (part-time and full-time).

Chapter 4. Parking and Loading Plan

This chapter describes the supply, location, and purpose of on-street parking and loading spaces at India Basin. While the EIR project description and the Design Standards and Guidelines (DSG) document provide siting information for these spaces; this plan provides additional definition. Bicycle parking is also briefly discussed in Section 4.4 below.

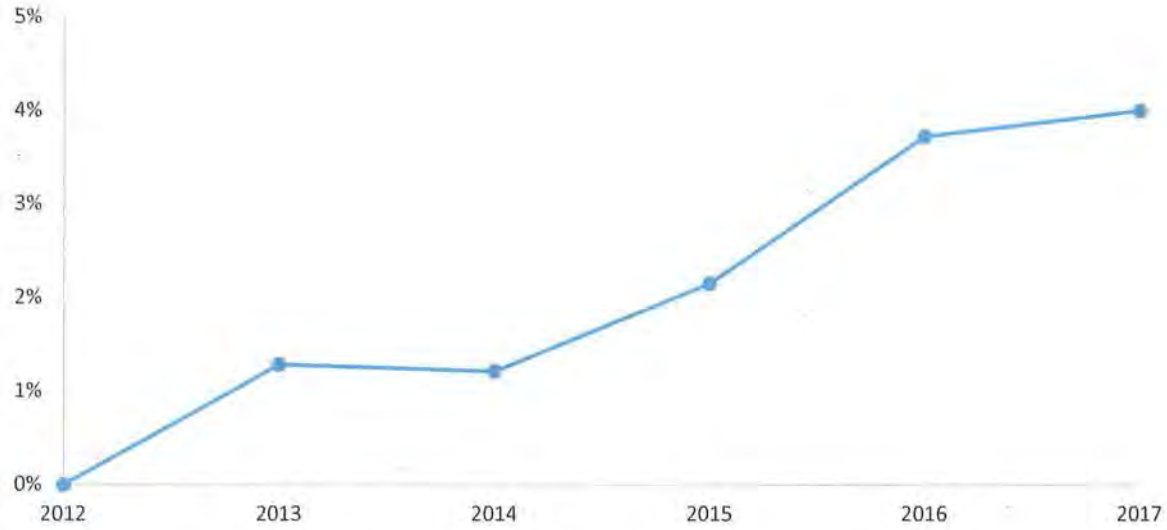
The discussions presented in this chapter are intended to supplement the loading discussions and improvement/mitigation measures included in the EIR, such as the Active Loading Management Plan (Improvement Measure I-TR-7). The relationships between supply and demand for loading and parking are discussed in TIS Sections 4.5 and 4.6, respectively, and are not further addressed here.

4.1 Relevant Trends

Three trends are particularly relevant to understanding loading needs for the India Basin project. First, ride hailing (also known as Transportation Network Companies) usage is rapidly increasing. Second, online shopping is capturing more of the shopping market, therefore, the amount of package delivery is expanding. Third, continued innovation in transportation-related technologies (such as smaller delivery vehicles, electric delivery bicycles, and vehicle automation) continues to streamline freight and package delivery activities.

San Francisco is the home of the TNC industry: both Uber and Lyft were founded and are headquartered in the city, and TNC ridership is high and appears to continue to be rising. As a travel mode, TNCs did not exist prior to 2009; nevertheless, by 2017 they represented a double-digit mode share at many travel survey sites throughout San Francisco. **Figure 7** shows the increase in TNC mode share over time, according to the SFMTA's Travel Decision Survey. As TNCs and other companies begin to deploy autonomous passenger vehicles, the possibility of driverless (and therefore inexpensive) taxi-like fleets becomes more realistic. This development could even further increase TNC ridership. Therefore, it is likely that passenger loading needs at India Basin and elsewhere will increase in future.

Figure 7: TNC Mode Share by Year

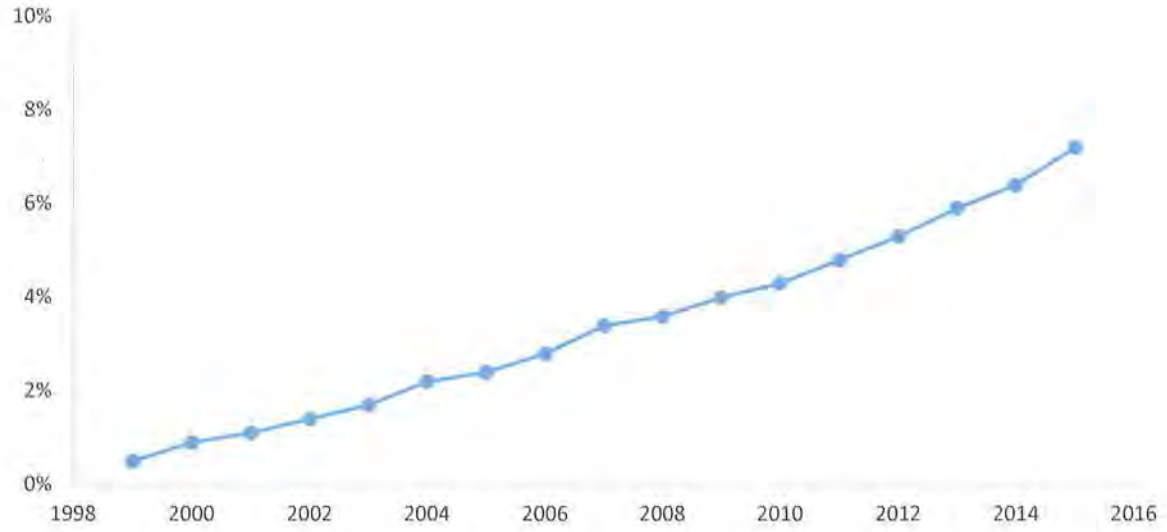


(Source: SFMTA Travel Decision Survey)

Package delivery is also on the rise. Notably, the United States Postal Service, which had been suffering as paper mail becomes less prevalent, has found new life acting as the last-mile deliverers of packages sent via FedEx and UPS. As shown in **Figure 8**, e-commerce represents a growing share of total retail trade, rising from 0.5 percent of retail sales in 1999 to 7.2 percent in 2015. Business Insider forecasts that national online retail sales will rise from approximately $385 billion in 2016 to $632 billion in 2020.[1] The continued growth in online retail has generated more delivery loading activity. Similar to TNC ridership, it is likely that e-commerce will continue to expand and therefore demand for package delivery loading space will increase in future.

[1] BI Intelligence (Business Insider), February 3, 2017. "Amazon accounts for 43% of US online retail sales." http://www.businessinsider.com/amazon-accounts-for-43-of-us-online-retail-sales-2017-2

Figure 8: E-commerce as a Percentage of Total Retail Trade



(Source: Census Bureau E-Stats)

At the same time, several approaches are emerging that promise to reduce freight loading space needs. First, retailers are experimenting with drone delivery, which could replace some package truck trips. However, it is not clear whether drone delivery can effectively scale to provide a significant alternative to truck delivery. Meanwhile, last-mile delivery by motorized or non-motorized bicycle could supplant some truck traffic and building features such as delivery-supportive amenities (as discussed in the TDM plan above) are becoming more common and have the potential to reduce dwell for package delivery vehicles.

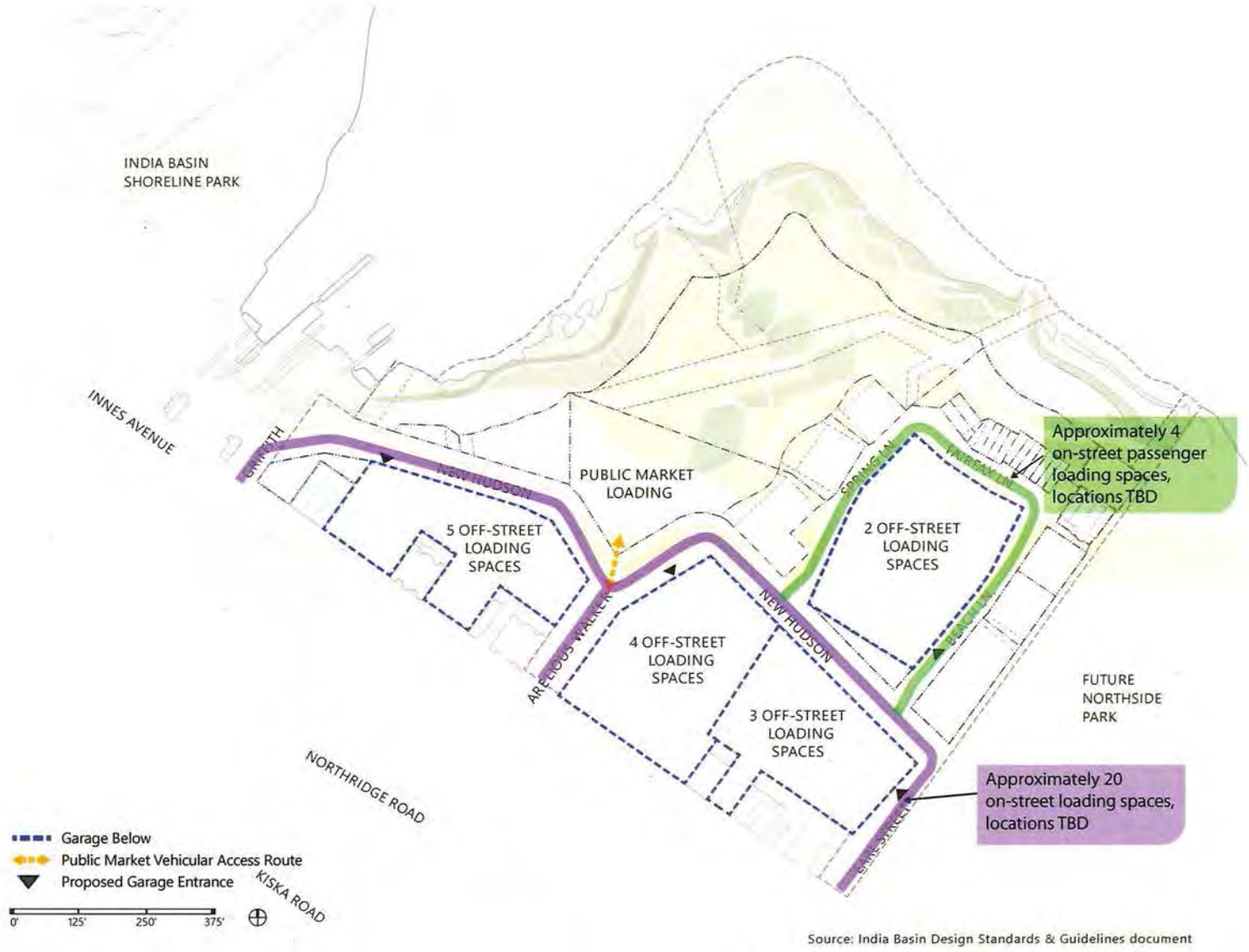
It is important to note that, in the face of these trends, cities are recognizing the value of a holistic approach to curb space management and many municipalities, including San Francisco, are developing or revising their loading guidelines accordingly. For example, the San Francisco Planning Department is currently revising its environmental analysis guidance for several transportation topics, including calculation of loading demand related to new development. While official guidance has not been finalized or released, initial analysis indicates that deliveries may require increased curb space, and that an approach by which passenger loading and limited freight/delivery loading could be accommodated in shared curb spaces may be particularly effective. In sum, these and other similar efforts could enable more delivery activity to take place within the same or a smaller amount of delivery loading space.

This plan accounts for changing forces by prioritizing on-street loading space within the project site and providing an amount of loading space that extends beyond what is typically provided. In the face of so

much change, the design of the project needs to accommodate flexibility so that it can adapt in response to the changing transportation landscape.

4.2 Overview of Parking and Loading Provision

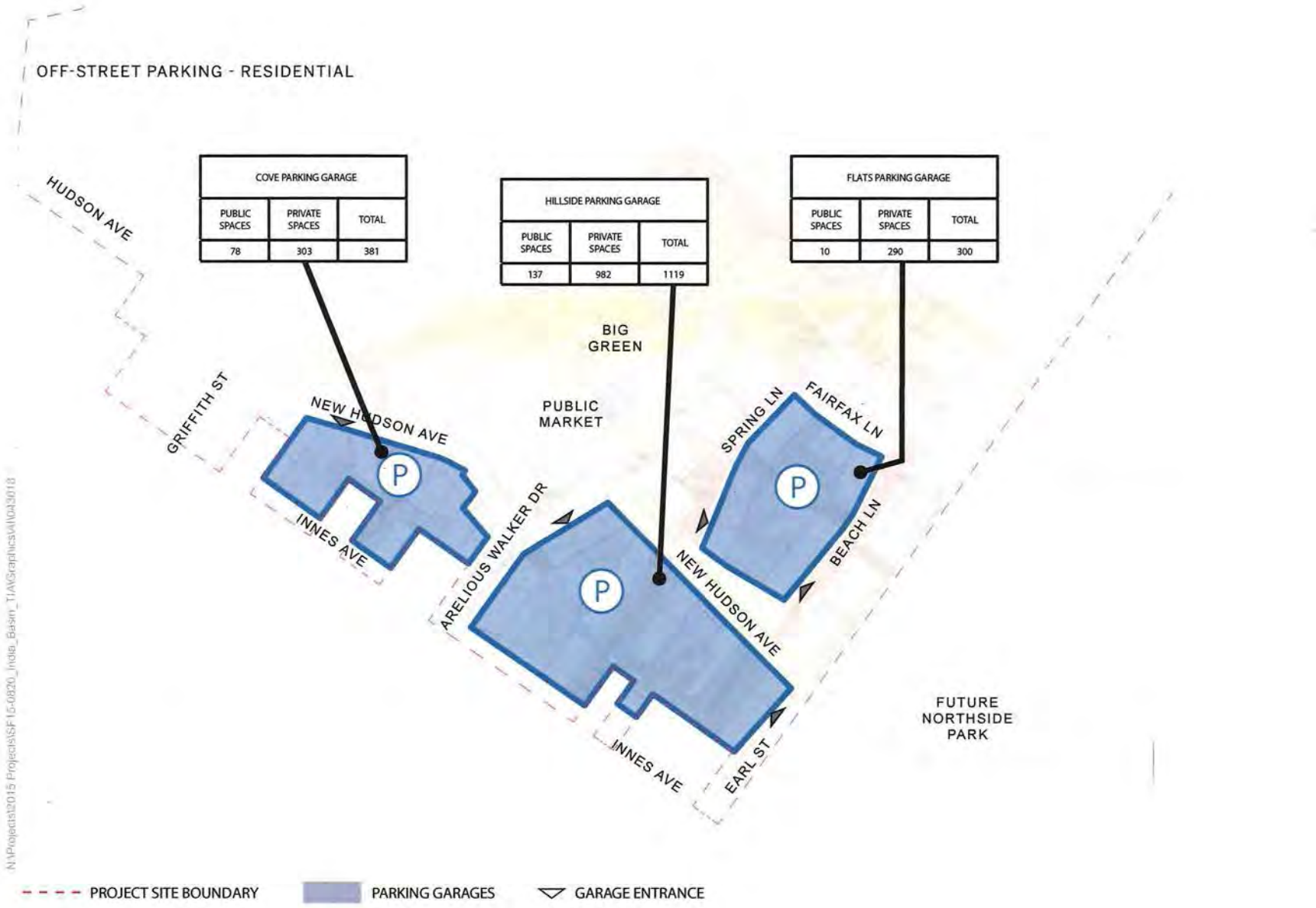
In order to minimize street widths to encourage slow auto speeds and maximize the pedestrian realm, the project's parking plan minimizes on-street parking and instead focuses public parking within off-street garages. **Figure 9** shows proposed loading locations for the project, while **Figure 10** shows off-street parking facilities for the project.



Source: India Basin Design Standards & Guidelines document

Note:
The numbers indicated refer to the total count of loading spaces in each area. Spaces will be located throughout the areas, not solely at the specific locations indicated by the arrows.

Figure 9
Loading Plan



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Note:
The number of parking spaces noted here represents the maximum number of spaces that would be provided. The Project Sponsor may ultimately choose to provide fewer parking spaces than noted here.

Figure 10

Proposed Project (Build Property) Parking Plan - Off-street

On-Street Loading

Excluding the curb along Innes Avenue adjacent to the project site, the project would provide on-street loading zones to accommodate approximately 24 vehicles within the project site.[2] Of the on-street stalls not designated as accessible, the remainder will be designated as a mix of white and yellow zones, i.e. used for passenger pick-up and drop-off or temporary commercial loading (e.g., mail package delivery), and would be 20-30 feet in length. With ample off-street parking provided nearby, utilizing limited curb space for parking would be less efficient than utilizing it for loading, because parking would serve fewer people per hour and would result in unnecessary circling by drivers looking for convenient on-street parking.

As shown in Figure 9 above, for the project, approximately 24 on-street loading spaces would be provided along New Hudson Avenue, Arelious Walker Drive, and Earl Street. These loading spaces would generally be clustered into groups of two or three spaces per location. Loading zone size, design, and location would be further developed and reviewed by the SFMTA before being finalized but it is anticipated that these clusters of loading zones would be centered on New Hudson Avenue in order to be centrally situated in the project site. This number includes four passenger loading zones along the loop of Beach Lane, Fairfax Lane, and Spring Lane. These zones would be situated at midblock locations in order to ensure that fire engines would be able to complete turning maneuvers through this loop.

Off-Street Parking

The project would provide a total of 1,800 off-street parking spaces, which are intended to be shared across different land uses. The project is providing fewer parking spaces than would be required by Planning Code were the project not in a Special Use District. The project's parking will be phased in with the construction of each associated building, as presented in **Figure 2**. Parking supply and approximate parking ratios by land use are presented in **Table 4**. This table also shows the typical Planning Code minimum requirements that would apply were the project subject to typical land use controls.

[2] The DSG indicates six on-street parking/loading spaces on Arelious Walker Street and seven on-street parking/loading spaces on Earl Street; the project TIS indicates that 20 parking/loading spaces would be available across these two locations.

Table 4. Parking Ratios by Land Use

Land Use		Maximum Proposed Parking		General Planning Code Minimum Parking Requirements[1]	
Type	Amount	Ratios (approx.)	Amount	Ratios	Amount
Residential *(dwelling units)*	1,575	1 dwelling unit : 1 parking space	1,575	1 dwelling unit : 1 parking space	1,575
Retail *(sf)*	87,191	700 sf Retail : 1 parking space	125	1 for each 500 sf up to 20 ksf; plus 1 for every 250 sf when in excess of 20 ksf	309
Office *(sf)*	121,915	1,200 sf Office : 1 parking space	100	500 sf Office : 1 parking space	245
Open Space *(acres)*	24.5	n/a	0		0
Total	-	-	*1,800*	-	*2,128*

Notes:

1. *Requirements that would apply were the project not in a Special Use District.*

The project's 1,800 off-street parking spaces include 1,575 private parking spaces and 225 public parking spaces. These parking spaces would be located in garage structures built into the other land uses on both the ground level and up to two stories below ground. Wayfinding signage would clearly direct arriving vehicles toward the several garage entrances throughout the site.

The cost of parking will be unbundled, or separate from the cost of rent, lease, or ownership of any land use at the project. Section 3.4.16 describes how the project's unbundled parking policies would comply with San Francisco Planning Code.

The project and the City will meet and confer soon after the buildout of certain pre-agreed checkpoints of the project, as described in Section 3.1. These conversations will explore potential changes to subsequent phases that should consider: transit services in place and/or imminent; performance of project's TDM strategies, opportunities to enhance the TDM program; trends in driving/parking; and other relevant factors. In light of these, the project and City will pursue the potential to provide less parking than entitlements allow, to the extent feasible.

Off-Street Loading

Within the Build property, the project would include 14 off-street loading spaces distributed across the four proposed off-street parking garages, in addition to the 24 on-street loading spaces. Each off-street space would be at least 35 feet long and 12 feet wide to meet the dimension requirements contained within the Planning Code.

4.3 Locations of Specific Parking and Loading Activities

This section presents where the following types of parking and loading activity would be expected and encouraged to occur within the project site:

- Delivery truck loading
- Automobile parking
- Passenger loading
- Microtransit

Ordinarily, this section would include detailed recommendations regarding the location and quantity of curb space that should be allocated to each parking and loading type at each building on the site. However, because detailed information about building sizes and access points was not available as of this writing, it was not possible to make recommendations specific to the buildings at the project site. Therefore, this section describes on a holistic basis where the above parking and loading activities would take place, and designates on-street accessible parking/loading areas planned for the project site.

Delivery Truck Loading

Package delivery would take place at any of the on-street commercial loading zones. The package delivery vehicle (a light truck) would remain within the street loading zone and the delivery employee would use a cart or hand truck to deliver packages to individual buildings. The maximum permitted dwell time at these on-street loading zones would be established at 30 minutes, the standard yellow curb/freight loading duration limit. Deliveries that require longer than 30 minutes would be made at off-street delivery sites. While the precise locations of these on-street loading zones have yet to be finalized, the project sponsor would make efforts to locate the zones close to building entrances, in order to encourage delivery trucks to use the zones.

Large trucks (which can be between 40 and 60 feet in length) would be accommodated in the project's 14 off-street loading facilities which would each be at least 35 feet long and 12 feet wide (see Figure 9, prior). These trucks are too large to perform loading operations on the street. These larger trucks would be directed to off-street loading facilities by a combination of signage which may include a color scheme to be developed. Additionally, a delivery management coordinator would direct trucks to the appropriate facilities.

Automobile Parking

A portion of the on-street curbside parking/loading area would be reserved (as blue-curb zones) for use by persons with disabilities; at least one blue-curb zone would be provided at each curbside parking/loading area that is at least 80 feet in length. However, as noted above, no on-street parking would be provided internal to the project site. Residents and employees of the proposed project would learn to seek off-street parking; visitors arriving at the site by car would similarly be directed toward the several off-street parking garages.

Passenger Loading

According to the DSG, the street cross-sections within the project site generally involve narrow travel lanes (as low as 10 feet wide adjacent to planted buffer zones or 11.5 feet wide adjacent to sidewalks) and very few dedicated loading or parking spaces adjacent to the travel lanes.[3] In the case of freight and package delivery loading, commercial operators can be expected to seek out officially permitted loading zones. However, drivers performing passenger loading activities will likely attempt to get as close to the desired origin or destination as possible, irrespective of whether a permitted loading zone is present.

Passenger loading along Beach Lane, Spring Lane, and Fairfax Lane would take place within the "shared/drop-off" space that the DSG envisions for those streets. Passenger loading along Arelious Walker Drive and Earl Street would use the on-street "flex-space" loading spaces on the west sides of those streets.

Passenger loading instances along Innes Avenue would likely take place informally near the curb. It is important to note that the provision of groups of flex-space loading spaces spread across the project site's several block faces would help reduce passenger loading activity along Innes Avenue. Options to manage passenger loading demand along Innes Avenue are limited, because stakeholders in the vicinity of the project site would likely oppose converting the on-street parking on Innes Avenue into passenger loading zones. Additionally, the City Family's ability to regulate where TNCs can pick up and drop off (such as geofencing an area where pick up and drop off are prohibited) is limited and would only be as powerful as the enforcement effort supporting such regulations.

Microtransit

Microtransit refers to privately operated transit service that generally covers a more limited service area, during limited times of day, with smaller vehicles and more flexible operations than traditional public transit. While no microtransit services currently operate in the vicinity of the project site, they may be present in

[3] These cross-sections can be found in the DSG.

the future. Microtransit vehicles, such as the 14-seat vans operated by Chariot, are small enough to be able to navigate streets internal to the project site and perform passenger loading and unloading along the site's interior streets. Microtransit operators may wish to route their services adjacent to the project site along Innes Avenue, rather than through the project site, due to the greater linearity (and thus shorter runtime) of such a routing. If microtransit vehicles enter the project site, they would be permitted to conduct loading and unloading only within designated loading zones: the dwell associated with multiple passengers boarding and alighting would excessively inconvenience other vehicles if the microtransit vehicle were stopped in the travel lane. Any microtransit operations within or near the project site would need to comply with all applicable regulations.

4.4 Bicycle Parking

In addition to vehicle parking, the project would provide sufficient bicycle parking to meet San Francisco Planning Code, in any case a minimum of 1,575 bicycle parking spaces. Approximate bicycle parking ratios by land use, as outlined in Planning Code Section 155.2, are presented in **Table 5**. The majority of this bicycle parking would be Class I (suitable for long-term storage; generally in a secure/indoor location) and would be located within the various buildings in the Build property. The remaining bicycle parking, around 100 spaces, would be Class II (outdoor/general purpose/short-term storage) and would be located throughout the project site. An appropriate portion of both Class I and Class II bike parking facilities will be for larger bikes to ensure adequate parking for cargo and larger bikes.

Table 5. Code Required Bicycle Parking Ratios by Land Use

Land Use Type	Approximate Bicycle Parking Supply Ratios Required by Code	
	Class I	Class II
Residential	1 : 1 du[1]	1 : 20 du
Retail	1 : 7.5 ksf	10 plus 1 : each additional 10 ksf
Office	1 : 5 ksf	2 for initial 5 ksf, plus 1 : each additional 50 ksf
Open Space	n/a	n/a

Notes:
1. One Class 1 space for every Dwelling Unit. For buildings containing more than 100 Dwelling Units, 100 Class 1 spaces plus one Class 1 space for every four Dwelling Units over 100.

Source: San Francisco Planning Code Section 155.2.

Class II bicycle parking would be located commensurate with requirements for each building and any spaces associated with a particular building would be located within 150 feet of main building entrances. As outlined in the DSG, at least some of the Class II bicycle parking would be located within street furnishing

zones. Some of the Class II bicycle parking would be concentrated along New Hudson Avenue adjacent to the open space. In addition, on-street Class II bicycle parking would be installed along select locations on the north side of Innes Avenue where setbacks to the buildings would result in adequate space to accommodate the bicycle parking. Finally, Class II bicycle parking would be provided adjacent to the Bay Trail as it traverses the Big Green open space area; the precise locations of Class II bicycle parking adjacent to the Bay Trail are not yet known. All bicycle parking would comply with SFMTA Rack Placement Guidelines. **Figure 5** on page 16 above shows the proposed bicycle network and proposed bicycle parking locations.

Chapter 5. Shuttle Plan

5.1 Background

As prescribed in the EIR, the project would fund increases in the 44 O'Shaughnessy bus route, or if for any reason SFMTA determines that providing increased transit frequency is not feasible at the time its implementation would be required, the project would provide a dedicated shuttle to nearby regional transit facilities should the project be built out before the transit service improvements that are part of the Candlestick Point Hunters Point Shipyard (CPHPS) Transportation Plan are in operation.

If required, the shuttle mitigation measure would be implemented during the first third of the project, prior to when the significant capacity impact is expected to occur. This chapter provides detail on the operations of this potential shuttle service.

5.2 Transit Conditions

This section contains an overview of current and future transit conditions.

5.2.1 Current Transit Conditions

Muni currently serves the site with three routes (one directly and two a moderate walk away), but access to Downtown San Francisco and regional destinations is challenging using the current transit network and this paucity of service presents substantial challenges to developing a successful project. Glen Park station is the most accessible rail station, which in itself requires a bus trip of around 30 minutes to access. The nearest Caltrain stations (22nd Street and Bayshore) are even less accessible, requiring a bus-to-bus or bus-to-light rail transfer to access. Travel to/from Downtown San Francisco might best be undertaken by a bus-to-light rail transfer onto the T-Third, a one-way trip that typically takes at least 45 minutes. A detailed description of current transit accessibility is provided below.

Immediate public transit access to the project site is provided by Muni bus service. The 19-Polk, 44-O'Shaughnessy, and 54-Felton Muni bus routes operate near the project site, as shown on **Figure 11**. The 19-Polk stops at the project site at Innes Avenue/Hunters Point Boulevard, Innes Avenue/Griffith Street, Innes Avenue/Arelious Walker Street, and Innes Avenue/Earl Street, and operates at 15 minute headways during peak hours. The 44-O'Shaughnessy stops at Middle Point Road and Innes Avenue, 0.2 miles from the project site (8-13 minute walk), and operates at 8–12 minute headways during peak hours. The 54-Felton stops at Northridge

Road and Harbor Road, 0.2 miles from the project site (5-10 minute walk with an 80 foot grade change), and operates at 20 minute headways during peak hours.

The T-Third is the closest Muni light rail line to the project, which provides access to downtown San Francisco, the Central Waterfront, and Mission Bay neighborhoods. The nearest T-Third stop at 3rd Street and Evans Avenue is 1.1 miles from the project site (20-30 minute walk), and operates at approximately 10 minute headways during peak hours.

The North Bay, East Bay, Peninsula and South Bay are accessible via connections from Muni to Golden Gate Transit (North Bay), AC Transit (East Bay), Bay Area Rapid Transit (BART), Caltrain (Peninsula and South Bay), and SamTrans (San Mateo County). The nearest regional transit stations, operated by BART and Caltrain, are located between 2.5 and 4 miles away from the project site, and are therefore not within walking distance.

The BART stations most easily accessible to the project site are the Glen Park Station (approximately 4 miles west of the project site) and the 24th Street Mission Station (approximately 3.5 miles northwest from the project site). The Glen Park Station can be accessed directly by a single Muni route, the 44 O'Shaughnessy. Access to the 24th Street Mission Station is onerous and in itself requires a transfer. It can be accessed by taking the 19 Polk Muni route and transferring at 25th Street and Connecticut Street to outbound Muni route 48 Quintara. Each station is served by around 32 trains per hour (total for both directions) in the peak periods.

The project site is roughly equidistant between the 22nd Street Caltrain station to the north and the Bayshore Station to the south; each are about 2.5 miles away. Access to each station is onerous and in itself requires a transfer. The 22nd Street Station can be accessed by taking the 19 Polk Muni route and transferring at 25th Street and Connecticut Street to inbound Muni route 48 Quintara. The 22nd Street Station is served by local, limited-stop, and "Baby Bullet" trains. In the weekday AM and PM peak periods, the station is served by around five trains per hour (total for both directions) by a mix of limited-stop trains and "Baby Bullet" trains. The Bayshore Station can be accessed by taking the 19 Polk Muni route and transferring at Third Street/Evans Avenue to the T-Third light rail line, which terminates a short walk from the Bayshore Station. The Bayshore Station is served by local and limited trains, but is not served by express "Baby Bullet" trains. Trains serve the Bayshore Station approximately twice per hour (total for both directions) during peak periods, and peak period trains are typically limited-stop trains. Therefore, the 22nd Street Station is likely a more desirable point of connection to Caltrain from the project site.

Figure 11

Existing Transit Network

5.2.2 Future Transit Conditions

The CPHPS Transportation Plan's expansive transit service programming will help the City achieve its long-term vision of connecting the new 21st Century neighborhood that contains CPHPS and India Basin, with the existing urban fabric of the adjacent Bayview neighborhood and the remainder of the City. The CPHPS Transportation Plan targets a near doubling of the current mode share of transit in the vicinity of Candlestick Point and Hunters Point Shipyard, where India Basin is located. To achieve this, the CPHPS Transportation Plan has identified, in partnership with SFMTA, new and improved transit services in this area. The following transit strategies are included in the CPHPS Transportation Plan (also shown in **Figure 12**):

- New direct one-seat transit service is proposed to serve the high employment concentration of Downtown San Francisco through the Hunters Point Express (HPX), which will stop at Innes Avenue/Arelious Walker Street and ultimately have 6 minute frequency. This route will express between the project site and Downtown San Francisco and therefore provide a rapid connection for passengers.
- Existing Muni lines 44 O'Shaughnessy and 48 Quintara would be extended along Innes Avenue to Hunters Point Shipyard via India Basin to replace the 19 Polk which would be rerouted away from the project site. Service frequencies on these lines would be increased throughout the day, evening, and weekends to accommodate greater demand, with route 44 frequency ultimately increasing to 6.5 minutes at peak (currently 10 minutes), and route 48 frequency ultimately increasing to 10 minutes at peak (currently 10 minutes in the AM and 14 in the PM).

These proposals would result in a dramatic improvement of transit service along Innes Avenue from the current four buses per hour per direction (the existing frequency of route 19) to 25 buses per hour per direction (the combined proposed frequency of HPX, 44, and 48), and would greatly expand the areas of the City accessible with a one-seat bus ride.

Figure 12

Proposed Future Transit Network

SF15-0120_Fig10_Future Transit Network

5.3 Proposed Shuttle Route

As described in the Background section, the project would need to provide shuttle service on an interim basis to bridge gaps in transit capacity in the event that: (1) project buildout occurs prior to the implementation of the appropriate suite of transit improvements contained within the Candlestick Point Hunters Point Shipyard Transportation Plan (CPHPS TP); and (2) the SFMTA decides not to otherwise increase transit frequency on the 44 O'Shaughnessy. The proposed interim shuttle route would supplement existing, nearby transit service by providing direct connections to local and regional rail service, such as the T-Third Muni Light Rail, BART, and Caltrain. The proposed service would be free to users and open to the public.

Recognizing the project will be constructed in phases with gradually increasing occupancy, the shuttle route is proposed to be rolled out in two phases. Phase 1 is the initial route, which would connect the project site with T-Third, Caltrain, and BART. All pick-ups are served by this single route to ensure the highest possible service frequency for a given expenditure, and therefore lower average wait times. Breaking the route into two (one for Caltrain and one for BART) would require roughly twice as many vehicles to meet the same headways, decreasing the cost-effectiveness of the route. As designed, the stop for the T-Third is on the quickest route for Caltrain and BART riders, presenting zero deviation. The quickest route between the India Basin project and the Glen Park BART station (whose selection is explained in more detail below in Section 5.3.1) is via the I-280 ramps at Cesar Chavez Street; therefore the stop at the 22nd Street Caltrain station presents only a minor deviation for BART riders of around five minutes, not large enough to outweigh the increased wait time that would result if the route were broken into two (to serve Caltrain and BART separately). **Figure 13** presents the Phase 1 proposed shuttle route. Should shuttle occupancy reach a point where capacity is exceeded, which is expected during the second half of project buildout, the route would be broken into two separate Phase 2 routes: one to serve Caltrain directly and the other to serve BART directly. Both Phase 2 routes would also stop at T-Third. **Figure 14** presents the Phase 2 shuttle routes.

Alternatively, microtransit providers could contract to operate the service and be better-placed to adapt vehicle size and routing to fit demand, if desired. In this case, the project may be willing to partially subsidize microtransit service, such as that provided by Chariot, in lieu of providing a shuttle.

5.3.1 Route Selection

The routes were designed to serve the 22nd Street Caltrain station and the Glen Park BART station. 22nd Street Station is selected because it provides the highest level of service of the nearby Caltrain stations and Glen Park station is selected because it is the quickest BART station to reach from the project site. The lower travel time and travel time variability of Glen Park station compared with other BART stations was calculated

using an analysis of Google Maps traffic data metrics, as presented in **Appendix A**. The presence of existing passenger loading "white zones" adjacent to Glen Park BART station would also be favorable to SFMTA.

The proposed Phase 1 shuttle route would connect India Basin to Glen Park BART station in a similar fashion to the 44-O'Shaughnessy. Although the 44-O'Shaughnessy runs slightly more frequently (8-12 minute headway during peak hours) compared to the proposed shuttle (15 minute headway during peak hours), total travel time to/from Glen Park BART station would be less using the proposed shuttle route as it would perform fewer stops and be able to express along the freeway for part of the route. The Phase 1 proposed shuttle route would take approximately 25-30 minutes to get to/from Glen Park BART station, whereas the 44-O'Shaughnessy would take approximately 30-35 minutes, including additional walking time as the nearest stop is a quarter-mile walk from the project site.

Final routes and stops for the proposed interim shuttle will be reviewed and approved by the SFMTA prior to implementation.

5.3.2 Monitoring

The proposed shuttle routes are flexible and could be adapted to better serve future residents and employees of India Basin. The shuttle routes would be monitored for effectiveness by the TDM coordinator and/or Transportation Management Association (TMA), to ensure that the needs of shuttle users are being met. SFMTA would be responsible for monitoring crowding on the 44 O'Shaughnessy and determining whether the project results in crowding along that route. Monitoring practices could include analyzing ridership trends, shuttle frequency, travel time, travel time variability, and the results of passenger surveys.

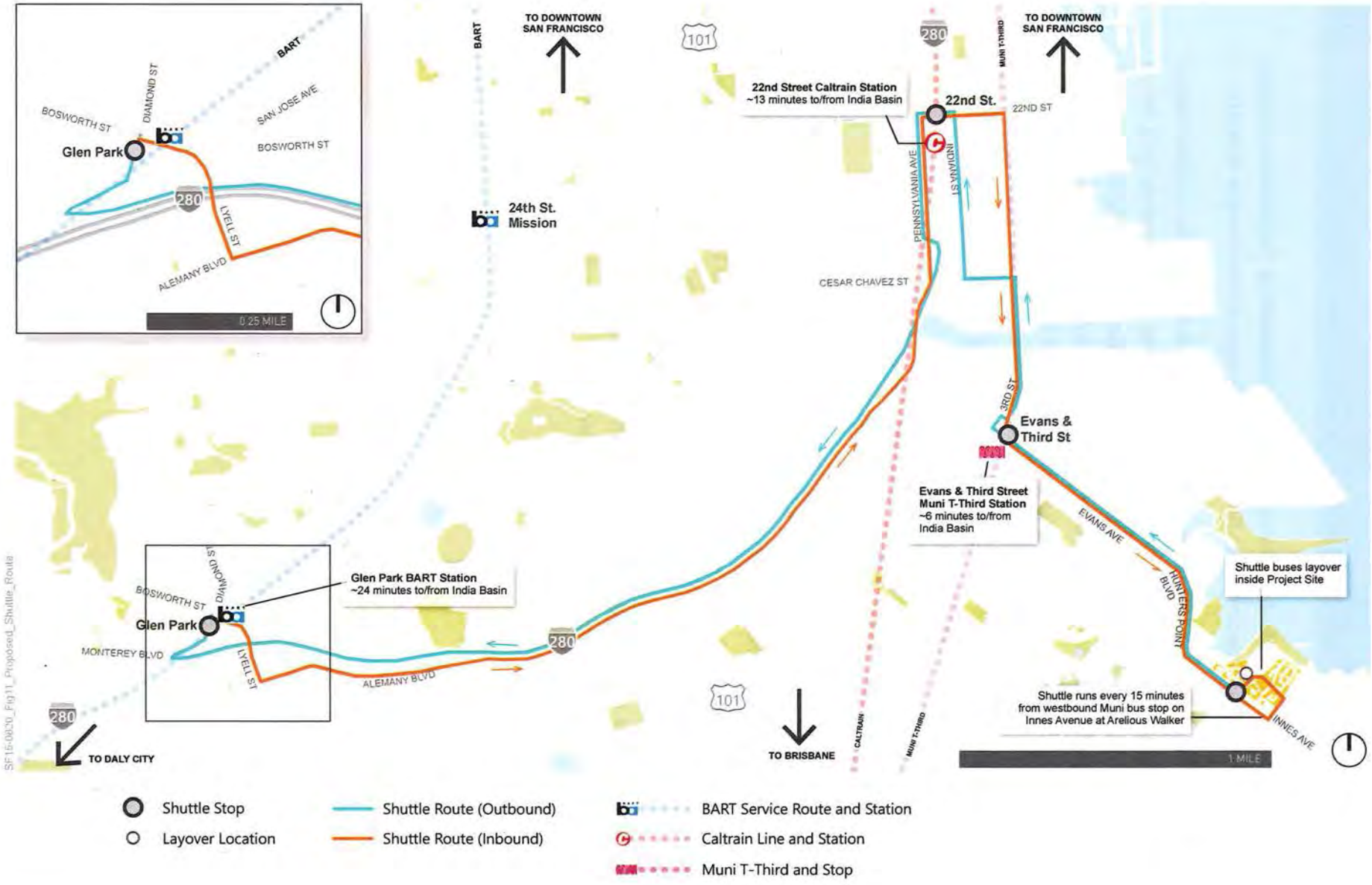

Figure 13

Phase 1 Proposed India Basin Shuttle Route

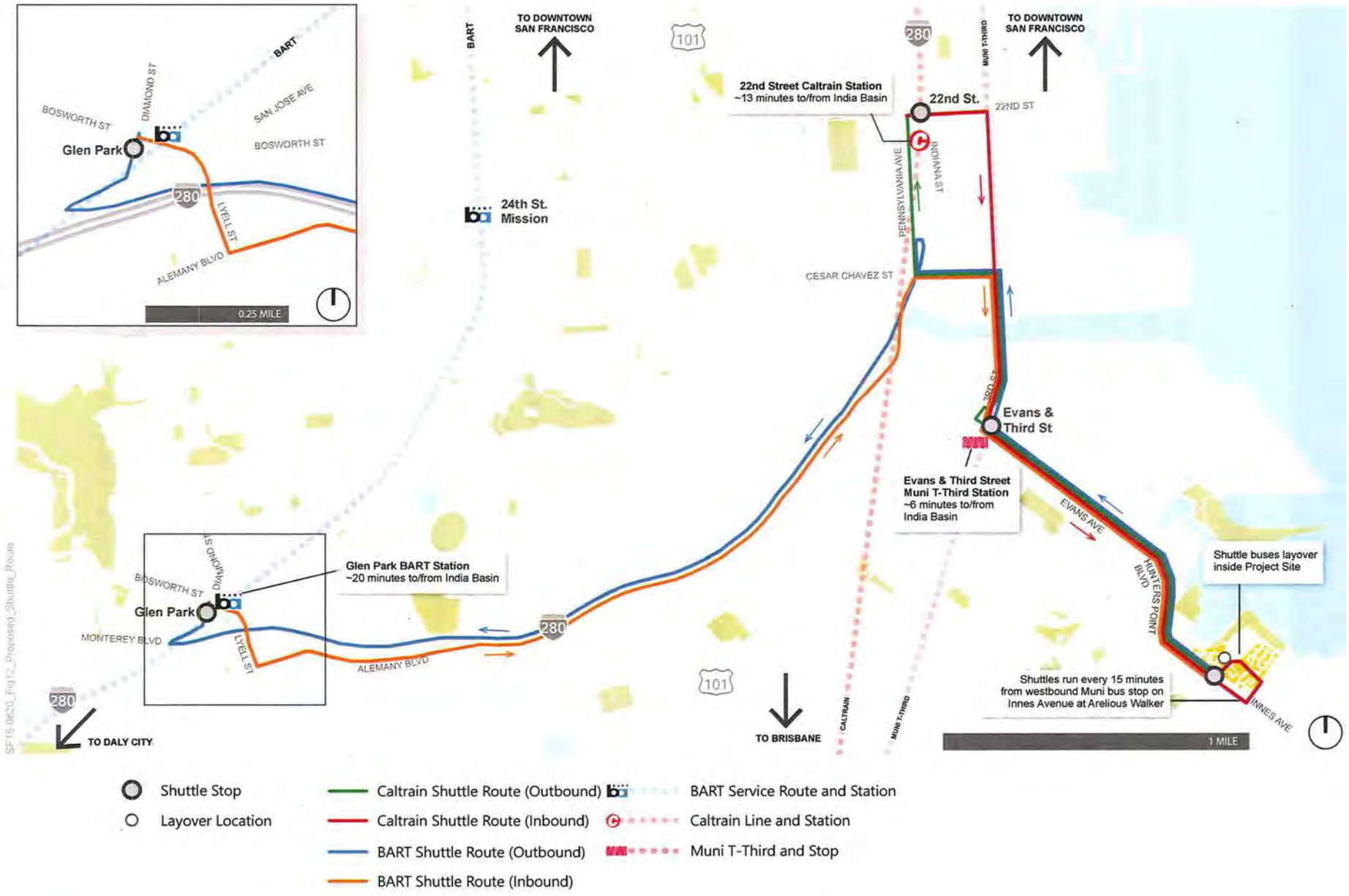

Figure 14

Phase 2 Proposed India Basin Shuttle Routes

5.3.3 Phase 1 Route and Stops

The Phase 1 route would begin at a stop at the intersection of Innes Avenue and Arelious Walker Drive. After continuing westbound on Innes Avenue, the shuttle would next stop adjacent to the T-Third Muni Light Rail stop at 3rd Street and Evans Avenue. The route would continue to the 22nd Street Caltrain station, and finally connect to Glen Park BART station, using southbound I-280. The shuttle would return by traveling to the 22nd Street Caltrain station using northbound I-280, followed by a stop at the T-Third 3rd & Evans Station, and finally returning to India Basin along Innes Avenue. The shuttle buses would dwell and wait for the next run either at the first stop location along the route or at an on-street parking or loading space within the India Basin development.

Due to the continually evolving curbside uses in the vicinity of the proposed stop locations, it is premature to identify specific shuttle stop locations. In the event that the project operates this interim shuttle service, the project sponsor will work with the SFMTA to identify and legislate safe zones for loading/unloading for each of the proposed shuttle stops, and/or comply with the SFMTA's Commuter Shuttle Program or any other applicable regulatory program.

5.3.4 Phase 2 Routes and Stops

The Phase 2 shuttle routes would serve the same stop locations as the Phase 1 shuttle route. The primary benefit of the Phase 2 shuttle would be to provide a more direct connection to Glen Park BART station compared to the Phase 1 route. The Phase 2 Caltrain route would also provide better bi-directional coordination with the train schedule as the shuttle can dwell at the station and wait for specific train arrivals. Both the 22nd Street Caltrain route and the Glen Park BART route would also serve the T-Third 3rd & Evans Station. The route alignments have been selected as those with the lowest combination of travel time and travel time variability. The project sponsor will work with the SFMTA to identify to identify compatible stop locations, if they are required to operate an interim shuttle service.

5.3.5 Operating Plan

This section presents the operating plan for the Phase 1 and Phase 2 routes, which includes a discussion of hours of operations and frequency; concept travel time and fleet size; and relevant San Francisco shuttle regulations. Additional information regarding assumptions and calculations made to determine the operating plan are included in **Appendix A**.

Operating Hours

The shuttle would operate during the morning between 6:00 AM and 10:00 AM, and the evening between 3:00 PM and 7:00 PM. The shuttle would operate at 15-minute headways to provide an adequate level of

service to urban commuters. A shuttle service operating at 20-minute headways could accommodate the estimated demand, but a 15-minute headway is the minimum reasonable frequency to serve urban commuters. Regional transit service at Glen Park BART station is frequent enough that transfer waiting time would generally be short and coordination for individual trains would not be effective. However, service at Caltrain service is more infrequent and therefore to avoid overly large wait times, the service should be scheduled to coordinate with the Caltrain schedule to the extent possible.

Service Frequency and Fleet Size

Concept travel times for the Phase 1 shuttle route were developed from the following additive components: Google Maps travel time ranges for driving during the peak AM and PM periods, dwell time at shuttle stops, delay from proposed signals along Innes Avenue, and layover time. We estimate that the typical round-trip run time during peak periods (including layover) would be approximately 60 minutes. A fleet size of four shuttle vehicles would therefore be required in order to provide 15-minute headways. Each route within Phase 2 service would have at least a 15 minute frequency, with frequencies calibrated to optimally serve the demand for each service. A fleet size of around six vehicles would be required for Phase 2. The fleet should also include an additional spare vehicle in case of breakdown. A typical 30-foot cutaway shuttle bus with capacity of around 20-30 seats would be appropriate for this service and would accommodate demand.

SFMTA will undertake routine monitoring of crowding levels on nearby routes on an ongoing basis. If ridership on overcrowded Muni routes is found to be above 85 percent of overall service capacity, due to the addition of project transit trips, the property manager would provide additional shuttle frequency to reduce occupancy to below 85 percent utilization, or to below the extent caused by the project, whichever is higher.

Commuter Shuttle Program Participation

The proposed shuttle route could participate in the SFMTA Commuter Shuttle Program, which regulates employer-provided shuttles in San Francisco.[4] Since the proposed shuttle is free to users and open to the public, there would be no fee to use the Commuter Shuttle Program's network of shuttle stops. However, at this time, the program network does not include dedicated stops along the proposed shuttle route.

[4] SFMTA (2017). "Commuter Shuttle Program." Accessed at https://www.sfmta.com/projects/commuter-shuttle-program

In the case that stops along the proposed shuttle route are not approved for inclusion in the Commuter Shuttle Program by the SFMTA, the project sponsor would need to work with SFMTA to find compatible stop locations. For example, the project sponsor could apply to install new passenger loading zones (a.k.a. "white zones") through the SFMTA's Color Curb program.[5] The project would be responsible for any application and installation/renewal fees for a white zone.

The proposed shuttle would be required to operate within all applicable SFMTA and City of San Francisco regulations and programs. The project sponsors would monitor ridership on the shuttle annually and produce a report to the SFMTA describing the level of service provided and associated ridership.

[5] SFMTA (2017). "New Color Curb." Accessed at https://www.sfmta.com/services/new-color-curb

Appendix A. Shuttle Plan Calculations

Route Selection Travel Time Comparison

AM Peak Period

Route Option	Leg	Travel Time (minutes)			
		Minimum	Maximum	Variability	Average
22nd St. Caltrain & 24th St. BART	Project Site to 22nd St. Caltrain	7	14	7	10.5
	22nd St. Caltrain to 24th St. BART	7	18	11	12.5
	Both legs	*14*	*32*	***18***	***23***
22nd St. Caltrain & 16th St. BART	Project Site to 22nd St. Caltrain	7	14	7	10.5
	22nd St. Caltrain to 16th St. BART	8	16	8	12
	Both legs	*15*	*30*	***15***	***22.5***
22nd St. Caltrain & Glen Park BART	Project Site to 22nd St. Caltrain	7	14	7	10.5
	22nd St. Caltrain to Glen Park BART	7	12	5	9.5
	Both legs	*14*	*26*	***12***	***20***

Source: Google Maps drive times for Tuesday 8 AM

PM Peak Period

Route Option	Leg	Travel Time (minutes)			
		Minimum	Maximum	Variability	Average
22nd St. Caltrain & 24th St. BART	Project Site to 22nd St. Caltrain	7	12	5	9.5
	22nd St. Caltrain to 24th St. BART	8	18	10	13
	Both legs	*15*	*30*	***15***	***22.5***
22nd St. Caltrain & 16th St. BART	Project Site to 22nd St. Caltrain	7	12	5	9.5
	22nd St. Caltrain to 16th St. BART	9	18	9	13.5
	Both legs	*16*	*30*	***14***	***23***
22nd St. Caltrain & Glen Park BART	Project Site to 22nd St. Caltrain	7	12	5	9.5
	22nd St. Caltrain to Glen Park BART	7	14	7	10.5
	Both legs	*14*	*26*	***12***	***20***

Source: Google Maps drive times for Tuesday 5 PM

Round-Trip Travel Time Estimate

Phase 1 Route

Assumptions

Dwell Time per stop: 0.5 minute
Delay per new signal[6]: 0.5 minute

Period	Average Travel Time Estimate (minutes)				
		Adjustments			
	Google Estimate[7]	Dwell Time	New Signals	Layover Factor[8]	Adjusted Travel Time
AM	47	3.5	4.5	1.1	60.5
PM	45	3.5	4.5	1.1	58.3

Phase 2 Route

Assumptions

Dwell Time per Stop: 0.5 minute
Delay per new signal: 0.5 minute

Route	Period	Average Travel Time Estimate (minutes)				
			Adjustments			
		Google Estimate	Dwell Time	New Signals	Layover Factor	Adjusted Travel Time
22nd Street	AM	22.5	3	4.5	1.1	33.0
	PM	21.5	3	4.5	1.1	31.9
Glen Park	AM	33	3	4.5	1.1	44.6
	PM	31	3	4.5	1.1	42.4

[6] Project signals to be installed at Hunters Point Boulevard/Hawes Street/Hudson Avenue, Innes Avenue/Hunters Point Boulevard, Innes Avenue/Griffith Street, Innes Avenue/Arelious Walker Street, and Innes Avenue/Earl Street. Shuttle would experience 9 new project signals on a round-trip loop, not accounted for in Google travel time estimates.

[7] Estimate from Google Maps of in-motion travel time.

[8] Layover assumed to be 10 percent of running time.

Fleet Size

Phase 1 Route

Assumptions

Headway: 15.0

Period	Fleet Size
AM	4.0
PM	3.9

Phase 2 Route

Assumptions

Headway: 15.0 minutes

Route	Period	Fleet Size
22nd Street	AM	2.2
	PM	2.1
Glen Park	AM	3.0
	PM	2.8
Total	AM	5.2
	PM	5.0

Ridership Estimate

Transit Person Trip Demand
(Source: India Basin TIS)

Transit Line	AM In	AM Out	PM In	PM Out	Shuttle Demand
19-Polk (LMLP[9])	63	67	106	57	50%
44-O'Shaughnessey (GMLP[10])	52	49	88	42	80%
Caltrain (Regional Screenline)	23	23	21	21	100%
BART (Regional Screenline)	20	20	18	18	100%

Hourly Shuttle Demand by Stop

Station	AM In	AM Out	PM In	PM Out
T-Third	31	33	53	29
Caltrain	23	23	21	21
BART	62	59	88	51
Total	116	115	162	101

Shuttle Demand by Shuttle Vehicle

Assumptions:

Shuttle Headway	15	minutes
Shuttle Frequency	4	shuttles/hour

Route	AM In	AM Out	PM In	PM Out
Phase 1: T-Third -> Caltrain -> BART	29	29	41	25
Phase 2: T-Third -> Caltrain	10	10	12	9
Phase 2: T-Third -> BART	19	19	29	16

Typically shuttle capacity is ~25 seated persons per vehicle. Shuttle may experience standing-room only levels of demand where demand per vehicle is shown to be >25.

[9] LMLP = local maximum load point between the project site and Third Street.
[10] GMLP = global maximum load point along entire route.

SCHEDULE Q-2

MMRP

[see attached]

MITIGATION MONITORING AND REPORTING PROGRAM

AUTHORITY

This Environmental Mitigation Monitoring and Reporting Program (MMRP) has been prepared pursuant to California Environmental Quality Act (known as CEQA [Public Resources Code Sections 21000 et seq.]) Section 21081.6 to provide for the monitoring of mitigation measures required of the India Basin Mixed-Use Project, as set forth in the Draft Environmental Impact Report (Draft EIR) prepared for the Project. This report will be kept on file in the offices of the San Francisco Planning Department (Planning Department), 1650 Mission Street, Fourth Floor, San Francisco, CA, 94103.

If any mitigation measures are not being implemented as to any property within the project site, the Agency and/or City may pursue corrective action against the responsible party for such property identified in Table 1 of this MMRP. Penalties that may be applied include, but are not limited to, the following: (1) a written notification and request for compliance; (2) withholding of permits; (3) administrative fines; (4) a stop-work order; (5) criminal prosecution and/or administrative fines; (6) forfeiture of security bonds or other guarantees; and (7) revocation of permits or other entitlements. These corrective actions shall only be applied against the applicable responsible party identified in Table 1 of this MMRP. To the extent any mitigation measure applies to all project sponsors, the corrective actions shall only be applied against the applicable project sponsor for the affected property for which the mitigation measure is not being implemented.

MONITORING SCHEDULE

Prior to the issuance of building permits, while detailed development plans are being prepared for approval by Agency and/or City staff, Agency and/or City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the project construction, development, and design phases. Agency and/or City staff will prepare or cause to be prepared reports identifying compliance with mitigation measures. Once construction has begun and is underway, monitoring of the mitigation measures associated with construction will be included in the responsibilities of designated Agency and/or City staff, who shall prepare or cause to be prepared reports of such monitoring no less than once a month until construction has been completed. Once construction has been completed, the Agency and/or City will monitor the project as deemed necessary.

CHANGES TO MITIGATION MEASURES

Any substantive change in the monitoring and reporting plan made by Agency and/or Planning Department staff shall be reported in writing to the City Environmental Review Officer. Reference to such changes shall be made in the monthly/yearly Environmental Mitigation Monitoring Report prepared by Planning Department staff. Modifications to the mitigation measures may be made by Planning Department staff subject to one of the following findings, documented by evidence included in the record:

1. The mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program is no longer required because the significant environmental impact identified in the Draft EIR has been found not to exist, or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment, or other factors.

OR

2. The modified or substitute mitigation measure to be included in the Mitigation Monitoring and Reporting Program either provides corrections to text without any substantive change in the intention or meaning of the original mitigation measure, or provides a level of environmental protection equal to or greater than that afforded by the mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program; and the modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to or greater than those which were considered by the responsible hearing bodies in their decisions on the Final EIR and the proposed project; and the modified or substitute mitigation measures are feasible, and the Planning Department, through measures included in the Mitigation Monitoring and Reporting Program or other City procedures, can assure their implementation.

FORMAT OF MITIGATION MONITORING MATRIX

Table 1: Mitigation Monitoring and Reporting Program on the following pages identifies the environmental issue areas for which monitoring is required, the required mitigation measures, the timeframe for monitoring, and the responsible implementing and monitoring agencies. Table 2: Improvement Measure Monitoring and Reporting Program outlines optional measures that are intended to improve an impact that was found by the Planning Department to be less than significant. Improvement measures are not requirements, however, the project sponsors or the Planning Department may elect to implement them.

DEFINITIONS

City's Environmental Review Officer—The Environmental Review Officer at the San Francisco Planning Department, referred to herein as "ERO."

Project sponsors—BUILD, the San Francisco Recreation and Parks Department (RPD), or any other individual who or business that constructs urban land uses. This term shall be construed to mean the subsequent developer(s) who constructs or extends urban land uses through subdivision of land and construction or alteration of structures.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
MITIGATION MEASURES FOR THE INDIA BASIN MIXED-USE PROJECT				
Aesthetics Mitigation Measures				
Mitigation Measure M-AE-3: Implement Good Lighting Practices The project sponsor of the 700 Innes property shall develop a lighting plan for that property, subject to approval by the Planning Department, to address light spillover during operation of the proposed project or variant. The lighting plan shall include the following measures, which would reduce the impact of new lighting sources at the 700 Innes property: • Professionally recommended lighting levels for each activity shall be designed by a professional electrical consulting engineer to meet minimum illumination levels while preventing over-lighting and reducing electricity consumption. • The location, height, cutoff, and angle of all lighting shall be correctly focused on the project site to avoid directing light at neighboring areas. • Shielded fixtures with efficient light bulbs shall be used in uncovered parking areas to prevent any glare and light spillage beyond the property line.	Project sponsor of 700 Innes property and contractor	Before the issuance of first temporary certificate of occupancy.	Planning Department to approve lighting plan, Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities for the applicable project sponsor have ended and the Department of Building Inspection has signed off on implementation of the final approved lighting plan.
Cultural Resources Mitigation Measures				
Mitigation Measure M-CR-1a: Prepare and Implement Historic Preservation Plans and Ensure that Rehabilitation Plans Meet Performance Criteria The project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History and is on the Planning Department's qualified consultant list. This professional shall prepare, and the project sponsors shall implement, a historic preservation plan (HPP) for each of the three historical resources identified on the project site. Each HPP shall consider the historic resource evaluation reports prepared for this project. The HPPs shall incorporate rehabilitation recommendations for protecting character-defining features of the historical resources to be retained and shall include the following elements: • **Historic Preservation Protective Measures.** Each HPP shall be prepared and implemented to aid in preserving those portions of the historical resource that would be retained and/or rehabilitated as part of the project. The HPP shall establish measures to protect the character-defining features from construction equipment that may inadvertently come in contact with the resource. If deemed necessary upon further assessment of the resource's condition, the plan shall include the preliminary stabilization before	Project sponsors/ qualified engineer and/or architectural historian consultant at the direction of the ERO.	Prior to issuance of applicable site permits for each identified historical resource, a HPP shall be prepared. Planning Department Preservation staff shall review and approve the HPP.	A professional architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards and is on the Planning Department's qualified consultant list shall provide progress reports on the implementation of the HPP to the Planning Department throughout the construction period. In addition, the project sponsors shall ensure that the contractor(s) follows the HPP.	Considered complete with regard to each applicable historic resource after construction activities implementing approved HPP for the affected historic resources have ended and the final progress report has been submitted and approved by the Planning Department.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
construction to prevent further deterioration or damage. Specifically, the protection measures shall incorporate construction specifications for the proposed project that require the construction contractor(s) to use all feasible means to avoid damage to historical resources, including but not necessarily limited to the following: – staging equipment and materials as far as possible from historic buildings to avoid direct impact damage; – maintaining a buffer zone when possible between heavy equipment and historical resource(s) as identified by the Planning Department; – appropriately shoring excavation sidewalls to prevent movement of adjacent structures; – ensuring adequate drainage; and ensuring appropriate security to minimize risks of vandalism and fire. • **Relocation Plan for 702 Earl Street.** The HPP for 702 Earl Street shall include a relocation plan to be reviewed and approved by the Planning Department to ensure that character-defining features of the building will be retained. The relocation plan shall include required qualifications for the building relocation company ensuring that the relocation is undertaken by a company that is experienced in moving historic buildings of a similar size and/or structural system as 702 Earl Street. The relocation plan shall ensure that the building will be moved without disassembly and that the building will be separated from its existing foundation without irreparably damaging the character-defining historic fabric of the building. • **Rehabilitation and Retention Plan for India Basin Scow Schooner Cultural Landscape.** The HPP for the cultural landscape shall finalize the designs for the Shipwright's Cottage, and the Tool Shed interpretative structure, if included in the final design. It shall also include a plan for rehabilitation of the Marineway rails. • **New Construction and Maintenance Guidelines for the India Basin Scow Schooner Cultural Landscape.** The HPPs for the India Basin Scow Schooner Cultural Landscape shall establish protocols for the ongoing protection of the character-defining features of the cultural landscape and guidelines to evaluate all future development proposals within the cultural landscape. These guidelines shall include the following: – New construction and site development within or adjacent to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape shall be compatible with the character of the cultural landscape and shall				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
maintain and support the landscape's character-defining features. – New construction shall draw its form, materials, and color palette from the historic texture and materials of the cultural landscape. – New construction shall be contextually appropriate in terms of massing, size, scale, and architectural features, not only with the remaining historic buildings, but with one another. – New construction shall comply with the Secretary of the Interior's Rehabilitation Standard No. 9: "New Addition, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the integrity of the property and its environment." – A building and structural maintenance plan shall be developed to ensure that the character-defining structures of the cultural landscape are maintained. – A planting and landscape maintenance plan shall be developed to provide ongoing protection of character-defining landscape features of the cultural landscape that will be rehabilitated and/or protected by the project, such as open areas and circulation routes. The plan shall provide guidelines for landscape design within the cultural landscape that maintains the historic and industrial character of the landscape. • **Salvage.** Each HPP for the Shipwright's Cottage and the India Basin Scow Schooner Cultural Landscape shall further investigate and incorporate preservation recommendations regarding the salvage of historic materials for reuse and/or interpretation. The recommendations in the HPPs shall include but not be limited to the following: – Materials to be salvaged from the interior of the Shipwright's Cottage and recommendations for reusing those materials. – Materials to be salvaged from both contributing and noncontributing features of the India Basin Scow Schooner Boatyard Vernacular Cultural landscape, and recommendations for either incorporating such materials into the proposed new construction on the India Basin Shoreline Park property or otherwise reusing those materials. For each HPP, the HPP, including any specifications, monitoring schedule, and other supporting documents, shall be incorporated into the site permit application's plan sets. Planning Department Preservation staff shall review and approve the HPP before a site permit, demolition permit, or any other permit is issued by the San Francisco Department of Building Inspection for				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the rehabilitation of historical resources. The Planning Department shall not issue building permits associated with historical resources until Preservation staff concur that the designs conform to the SOI Standards for Rehabilitation, except for the Tool Shed interpretive structure and the Boatyard Office Building, if included in the final design. Should alternative materials be proposed for replacement of historic materials, they shall be in keeping with the size, scale, color, texture, and general appearance, and shall be approved by Planning Department Preservation staff. The performance criteria shall ensure retention of the character-defining features of each historical resource, as identified in the HPP, which in turn shall be developed in accordance with the HRE developed for the project (San Francisco, 2017b). The project sponsors shall ensure that the contractor(s) follows the HPP. Furthermore, in accordance with the HPP's reporting and monitoring requirements, the consultant architectural historian shall conduct regular periodic inspections of the historical resources under rehabilitation during project construction activities to ensure compliance with the HPP and adherence to the SOI Standards for Rehabilitation. The consultant architectural historian shall provide progress reports to the Planning Department throughout the construction period.				
Mitigation Measure M-CR-1b: Document Historical Resources To reduce adverse effects on historical resources, before the start of demolition, rehabilitation, or relocation, the project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History. This professional shall prepare written and photographic documentation of the three historical resources identified on the project site. The specific scope of the documentation shall be reviewed and approved by the Planning Department but shall include the following elements: • **Measured Drawings.** A set of measured drawings shall be prepared that depict the existing size, scale, and dimension of the historical resources. Planning Department Preservation staff will accept the original architectural drawings or an as-built set of architectural drawings (e.g., plan, section, elevation). Planning Department Preservation staff will assist the consultant in determining the appropriate level of measured drawings. • **Historic American Buildings/Historic American Landscape Survey–Level Photograph.** Either Historic American Buildings/Historic American Landscape Survey (HABS/HALS) standard large-format or digital	Project sponsors/ qualified architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued for each project sponsor.	All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.	Considered complete as to each affected historic resource after all documentation has been reviewed and approved by the Planning Department and final written and photographic documentation is submitted to interested parties for the affected historic resource. This will be done before the demolition or site permits are issued for each affected historic resource.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
photography shall be used. The scope of the digital photographs shall be reviewed by Planning Department Preservation staff for concurrence, and all digital photography shall be conducted according to the latest National Park Service (NPS) standards. The photography shall be undertaken by a qualified professional with demonstrated experience in HABS photography. Photograph views for the data set shall include: – contextual views; – views of each side of the building and interior views, where possible; – oblique views of the building; and – detail views of character-defining features, including features on the interior. All views shall be referenced on a photographic key. This photographic key shall be on a map of the property and shall show the photograph number with an arrow to indicate the direction of the view. Historic photographs shall also be collected, reproduced, and included in the data set. • **HABS/HALS Historical Report.** A written historical narrative and report shall be provided in accordance with the HABS Historical Report Guidelines. In addition, video recordation shall be undertaken before demolition or site permits are issued. The project sponsor shall undertake video documentation of the affected historical resource and its setting. The documentation shall be conducted by a professional videographer, one with experience recording architectural resources. The documentation shall be narrated by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate) set forth by the Secretary of the Interior's Professional Qualification Standards (36 Code of Federal Regulations Part 61). The documentation shall include as much information as possible—using visuals in combination with narration—about the materials, construction methods, current condition, historic use, and historic context of the historical resource. Archival copies of the video documentation shall be submitted to the Planning Department, and to repositories including but not limited to the San Francisco Public Library, the Northwest Information Center of the California Historical Information Resource System, and the California Historical Society. Further, a Print-on-Demand softcover book shall be produced that includes the content from the historical report, historical photographs, HABS/HALS photography, measured drawings, and field notes. The Print-on-Demand book shall be made available to the public for distribution. The project sponsor shall transmit such documentation to the History Room of the San Francisco Public Library, San Francisco Architectural Heritage, the				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Planning Department, the San Francisco Maritime National Historic Park, and the Northwest Information Center. The HABS/HALS documentation scope will determine the requested documentation type for each facility, and the projects sponsors will conduct outreach to identify other interested groups. All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.				
Mitigation Measure M-CR-1c: Develop and Implement an Interpretative Plan The project sponsors shall facilitate the development of an interpretive program focused on the history and environmental setting of each historical resource identified on the project site. This program shall be initially outlined in an interpretive plan subject to review and approval by the Planning Department. The interpretative program shall include but not be limited to the installation of permanent on-site interpretive displays or screens in publicly accessible locations. The plan shall include the proposed format and location of the interpretive content, as well as high-quality graphics and written narratives to be incorporated. Historical photographs, including some of the large-format photographs required by Mitigation Measure M-CR-1b, may be used to illustrate the history. Salvaged materials as required by Mitigation Measure M-CR-1a should also contribute to the interpretative program. The interpretative program should also coordinate with other interpretative displays currently proposed along the Bay, specifically those that focus on shipbuilding at Potrero Point to the north. The interpretative program should also coordinate with maritime or other relevant interpretation programs in San Francisco, such as the San Francisco Maritime National Historic Park and its sailing program that includes the 1891 scow schooner Alma. The interpretative plan should also explore contributing to digital platforms that are publicly accessible, such as the History Pin website or an iPhone application. The primary goal is to educate visitors about the property's historical themes, associations, and lost contributing features within broader historical, social, and physical landscape contexts.	Project sponsors/ qualified architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued for each project sponsor.	Interpretive plan shall be subject to review and approval by the Planning Department.	Considered complete after the interpretive program has been installed and approved by the Planning Department.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-1d: Retain the Boatyard Office Building If feasible, character-defining features of the Boatyard Office building shall be retained by RPD in order to ensure that the building remains a significant feature of the cultural landscape. This would include retention of a portion of the roof form, wood frame structure, and wood cladding so that the massing of the building is still expressed. For example, this may include retention of an open-frame or partially open-frame roof structure with wide eaves supported by a wood frame structure with a portion of the structure clad in retained or replaced-in-kind wood cladding. If possible, the porthole openings on the southeast and southwest façade shall be retained. The amount of the wood cladding and roof structure to be retained will depend upon additional condition assessments of the building, public safety concerns, seismic requirements, visibility and sight lines in relation to park design, and RPD programming.	Project sponsor for the 900 Innes property/ qualified structural engineer and/or architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued.	Planning Department to monitor RPD and project contractor compliance.	Considered complete after construction activities have ended.
Mitigation Measure M-CR-1e: Vibration Protection Plan Where construction activity involving pile driving and other heavy equipment and vehicles would occur in proximity to any historical resources, the project sponsors shall undertake a monitoring program to minimize damage to adjacent historic buildings and to ensure that any such damage is documented and repaired. The monitoring program, which shall apply within 150 feet where pile driving would be used and within 35 feet of other heavy equipment operation, shall include the following components: Prior to the start of any ground-disturbing activity, the project sponsors shall engage a historic architect or qualified historic preservation professional to undertake a pre-construction survey of historical resource(s) identified by the San Francisco Planning Department within 150 feet of planned construction to document and photograph the buildings' existing conditions. The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff. The qualified consultant shall submit an existing conditions documentation scope and vibration monitoring plan to San Francisco Planning Department Preservation staff for review and approval. Based on the construction and condition of the resource(s), a structural engineer or other qualified entity shall establish a maximum vibration level that shall not be exceeded at each historical resource, based on existing	Project sponsors/ qualified acoustical/ vibration consultant at the direction of the Planning Department Preservation staff.	Before demolition or site permits are issued and during construction.	The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff.	Considered complete as to each project sponsor after construction activities for the applicable Project Sponsor have ended and the final monitoring report has been submitted.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
conditions, character-defining features, soils conditions and anticipated construction practices in use at the time (0.12 inch per second, peak particle velocity [PPV], consistent with Federal Transit Administration guidance). To ensure that vibration levels do not exceed the established standard, a qualified acoustical/vibration consultant shall monitor vibration levels at each historical resource within 150 feet of planned construction and shall prohibit vibratory construction activities that generate vibration levels in excess of the standard. Should vibration levels be observed in excess of the standard, construction shall be halted and alternative construction techniques put in practice. (For example, pre-drilled piles could be substituted for driven piles, if soil conditions allow; smaller, lighter equipment could possibly also be used in some cases.) The consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site. Should damage to a historical resource occur as a result of ground-disturbing activity on the site, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity on the site.				
Mitigation Measure M-CR-2a: Undertake an Archeological Testing Program Based on the results of the archeological investigation completed for the proposed project and variant, the remains of two ships, the *Bay City* and the *Caroline*, occur within the study area. Both sets of remains are contributing elements to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape. The proposed Marineway would cross over the identified remains of the *Caroline,* and the viewing platform would be placed over the remains of the *Bay City*. The foundation system of the Marineway and viewing platform have not been fully developed, but the potential exists for piles required for the structure to be driven through the buried vessels. There is also a reasonable presumption that additional archeological resources beyond the remains of the *Bay City* and *Caroline* may be present in the study area. Such currently undiscovered resources could include other ship hulks associated with the Hunters Point Ship Graveyard (which in turn would be contributing elements to the vernacular cultural landscape) and both prehistoric and historic-period archeological sites. As such, the following measures shall be undertaken to avoid any significant adverse effect from the proposed project or variant on buried archeological resources. The project sponsors shall retain the services of an archeological consultant from	Project sponsors/ qualified archeological consultant at the direction of the ERO.	Prior to the issuance of site permits and initiation of construction, during construction, and after the conclusion of all construction activities.	The ERO to review and approve an archeological testing plan and a final archeological resources report.	The ERO to review and approve an archeological testing plan for the applicable project site before the start of construction. Depending on the findings of the archeological testing program, intermittent reports may be submitted by the qualified archeological consultant for each phase of construction within the applicable project site. The final archeological resources report will be submitted after the conclusion of all construction activities.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the rotational Qualified Archeological Consultants List (QACL), maintained by the Planning Department's archeologist. The project sponsors shall contact the Planning Department archeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program, if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO. Archeological monitoring and/or data recovery programs required by this measure could suspend project construction for up to 4 weeks. At the direction of the ERO, the suspension of construction can be extended beyond 4 weeks only if such a suspension is the only feasible means to reduce the potential effects on a significant archeological resource, as defined in State CEQA Guidelines Sections 15064.5(a) and 15064.5(c), to less than significant with mitigation. **Consultation with Descendant Communities**. Upon discovery of an archeological site associated with Native Americans, the overseas Chinese, or other potentially interested descendant groups, an appropriate representative of the descendant group and the ERO shall be contacted. The descendant group's representative shall be given the opportunity to monitor archeological field investigations of the site and to consult with the ERO regarding appropriate archeological treatment of the site, data recovered from the site, and if applicable, any interpretative treatment of the associated archeological site. A copy of the final archeological resources report shall be provided to the representative of the descendant group. **Archeological Testing Plan**. The archeological consultant shall prepare and submit to the ERO for review and approval an archeological testing plan (ATP). The archeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archeological resource(s) that could be adversely affected by the proposed project or variant, the testing method to be used, and the locations recommended for testing. The purpose of the archeological testing program shall be to determine the presence or absence of archeological resources to the extent possible, and to identify and evaluate whether any archeological resource encountered on the site constitutes a historical resource under CEQA.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the ERO. If the archeological consultant finds, based on the archeological testing program, that significant archeological resources may be present, the ERO acting in consultation with the archeological consultant shall determine whether additional measures are warranted. Additional measures that may be undertaken include further archeological testing, archeological monitoring, and/or an archeological data recovery program. If the ERO determines that a significant archeological resource is present and that the proposed project or variant could adversely affect the resource, then one of the following measures shall be implemented, at the discretion of the project sponsors, depending on the location of the resource: • The proposed project or variant shall be redesigned to avoid any adverse effect on the significant archeological resource. OR • A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater significance for interpretation than for research and that interpretive use of the resource is feasible. **Archeological Monitoring Program.** If the ERO acting in consultation with the archeological consultant determines that an archeological monitoring program (AMP) shall be implemented, the archeological monitoring program shall include the following provisions, at a minimum: • The archeological consultant, the project sponsors (depending on the location of the resource and/or area of concern), and the ERO shall meet and consult on the scope of the archeological monitoring program a reasonable amount of time before the start of any project-related soil-disturbing activities. The ERO, in consultation with the archeological consultant, shall determine which project activities shall be subject to archeological monitoring. A single AMP or multiple AMPs may be produced to be consistent with project phasing. In most cases, any soil-disturbing activities, such as demolition, foundation removal, excavation, grading, installation of utilities, foundation work, pile driving (e.g., foundation, shoring), and site remediation, shall require archeological monitoring because of the risk these activities pose to potential archeological resources and their depositional context. • The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), shall explain how to identify evidence of the expected resource(s), and shall identify the appropriate protocol in case of the apparent discovery of an archeological resource.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits. • The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis. • If an intact archeological deposit is encountered, all soil-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition, excavation, pile driving, and other construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (e.g., foundation, shoring) the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archeological consultant shall immediately notify the ERO of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO. Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO. Intermittent reports shall be submitted for each phase of construction. **Archeological Data Recovery Program.** The archeological data recovery program shall be conducted in accordance with an archeological data recovery plan (ADRP). The archeological consultant, project sponsors (dependent on location of resource requiring implementation of this mitigation measure), and ERO shall meet and agree regarding the scope of the ADRP before preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO for each phase of construction or for the overall construction effort. The ADRP shall identify how the proposed data recovery program would preserve the significant information the archeological resource is expected to contain. That is, the ADRP shall identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, will be limited to the portions of the historical property that can be adversely affected by the proposed project or				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
variant. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical. The scope of the ADRP shall include: • descriptions of proposed field strategies, procedures, and operations; • a description of the selected cataloguing system and artifact analysis procedures; • a description of and rationale for field and post-field discard and deaccession policies; • consideration of an on-site/off-site public interpretive program during the course of the ADRP; • recommended security measures to protect the archeological resource from vandalism, looting, and unintentionally damaging activities; • a description of the proposed report format and distribution of results; and • a description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. **Final Archeological Resources Report**. The archeological consultant shall submit a draft final archeological resources report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. The FARR will be submitted after the conclusion of all construction activities that are required for the entire project. Information that can put any archeological resource at risk shall be provided in a separate removable insert within the final report. Once approved by the ERO, copies of the FARR shall be distributed as follows: • The Northwest Information Center shall receive one copy. • The ERO shall receive a copy of the transmittal of the FARR to the Northwest Information Center. • The Environmental Planning division of the Planning Department shall receive one bound, one unbound, and one unlocked searchable PDF copy on CD of the FARR, along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the NRHP/CRHR. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-3a: Implement Legally Required Measures in the Event of Inadvertent Discovery of Human Remains The following measures shall be implemented in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and the ERO, and in the event of the Coroner's determination that the human remains are Native American remains, notification of the Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archeological consultant, project sponsors, ERO, and MLD shall have up to but not beyond 6 days of discovery to make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (State CEQA Guidelines Section 15064.5([d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept recommendations of an MLD. The archeological consultant shall retain possession of any Native American human remains and associated or unassociated burial objects until completion of any scientific analyses of the human remains or objects as specified in the treatment agreement if such as agreement has been made or, otherwise, as determined by the archeological consultant and the ERO.	Project sponsors/ construction contractor/ archeological consultant, at the direction of the ERO.	During construction in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials.	The Planning Department to monitor sponsor and contractor compliance.	In the event of the discovery of human remains and associated burial-related cultural materials, considered complete after reburial or permanent disposition of any discovered human remains and burial-related cultural materials and approval of the final archeological resources report.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-4a: Implement Tribal Cultural Resources Interpretive Program If the ERO determines that preservation in place of the tribal cultural resource pursuant to Mitigation Measure M-CR-2a, "Undertake an Archeological Testing Program," is both feasible and effective, then the archeological consultant shall prepare an archeological resource preservation plan (ARPP). Implementation of the approved ARPP by the archeological consultant shall be required when feasible. If the ERO determines that preservation in place of the tribal cultural resource is not a sufficient or feasible option, then the project sponsors shall implement an interpretive program of the tribal cultural resource in consultation with affiliated Native American tribal representatives. An interpretive plan produced in consultation with affiliated Native American tribal representatives, at a minimum, and approved by the ERO would be required to guide the interpretive program. The plan shall identify proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays.	Project Sponsors and qualified archeological consultant.	During construction.	Planning Department.	Considered complete after the archeological resource preservation plan or interpretive plan of the tribal cultural resource in consultation with affiliated Native American tribal representatives have been approved by the ERO and implementation of preservation or interpretive program.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Transportation and Circulation Mitigation Measures				
Mitigation Measure M-TR-3P: Implement Transit Capacity Improvements (Proposed Project) The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described below would mitigate the transit capacity impact of the proposed project to less than significant. • **Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point/Hunters Point Shipyard Phase II Transportation Plan is in Operation** The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O'Shaughnessy for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O'Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. This increased frequency is set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors' funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the proposed project, all transit trips generated at the project site result from the proposed development at the 700 Innes property. Under Option 1, the increased frequency on the 44 O'Shaughnessy would result in increased passenger capacity along the route (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold. Mitigation Measure M-TR-3P, Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.	Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)	Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour). Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the	SFMTA (Option 1) or project sponsor of the 700 Innes property (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.	Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• **Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART. A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan's transit service improvements are in place. If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni route is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors for the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni route. Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the proposed project above the 85 percent utilization threshold, with a 20 percent contingency factor. Mitigation Measure M-TR-3P, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.		significant impact (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour)		

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-TR-3V: Implement Transit Capacity Improvements (Variant) The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described would mitigate the transit capacity impact of the variant to less than significant. • **Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O'Shaughnessy and 48 Quintara–24th Street (which will replace the 19 Polk's route along Evans Avenue, Hunters Point Boulevard, and Innes Avenue) for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O'Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. The frequency of the 48 Quintara–24th Street shall be increased from every 15 minutes to every 10 minutes during both the a.m. and p.m. peak periods. These increased frequencies are set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors' funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the variant, all transit trips generated at the project site result from the proposed development at the 700 Innes property. Under Option 1, the increased frequency on the 44 O'Shaughnessy and 48 Quintara–24th Street would result in increased passenger capacity along these routes (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold. Mitigation Measure M-TR-3V, Option 1 would be implemented prior to the issuance of building permits for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit	Project sponsor of 700 Innes property (Option 2) and SFMTA (Option I)	Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour). Option 2 would be implemented prior to the issuance of the Temporary	SFMTA (Option 1) or project sponsor of 700 Innes property (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.	Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction. • **Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required,, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART. A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan's transit service improvements are in place. If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni routes is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors of the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni routes. Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the variant above the 85 percent utilization threshold, with a 20 percent contingency factor.		Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour)		

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-TR-3V, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.				
Mitigation Measure M-TR-8V: Implement Passenger Loading Strategies for the School (Variant) Once school enrollment reaches 22 students, the school proposed for the 700 Innes property under the variant shall provide and enforce a pick-up/drop-off plan subject to review and approval by SFMTA to minimize disruptions to traffic, bicycle, and pedestrian circulation associated with school pick-up/drop-off activities and ensure safety for all modes. This plan shall include elements such as the size and location of loading zone(s), parking monitors, staggered drop-offs, a number system for cars, one-way circulation, encouragement of carpools/ride-sharing, and a safety education program. The safety education program shall be targeted at school students, guardians, and staff, as well as residents and businesses near the school site. Informational materials targeted to guardians and nearby residents and employees shall focus on the importance of vehicular safety, locations of school crossings, and school zone speed limits and hours.	Project sponsor for 700 Innes property and school administrator.	Once school enrollment reaches 22 students, the project sponsors and school administrator are required to submit a pick-up/drop-off plan to SFMTA for approval.	School administrator and SFMTA.	Plan is required once school enrollment reaches 22 students and is deemed complete once the plan is approved by SFMTA and the plan is implemented and enforced.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-C-TR-2: Implement Transit-Only Lanes SFMTA shall convert one of the two travel lanes in each direction of the Evans Avenue–Hunters Point Boulevard–Innes Avenue–Donohue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/ Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections. The transit-only lanes would be located in the curbside lanes, similar to those identified for Evans Avenue between Third Street and Jennings Street as part of the CPHPS EIR, and would improve bus travel speed and travel time reliability along the corridor. The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first. The SFMTA shall monitor transit service and travel time along the corridor to assess when this threshold is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA. The project sponsors' fair-share portion of this cumulative mitigation measure under either the proposed project or the variant shall be based on the relative proportion of vehicle-trips contributed by the proposed project or the variant to cumulative traffic conditions such that mitigation would be needed. In this case, the fair share was determined by calculating the ratio of the total trips added by the project at the three study intersections adjacent to the 700 Innes property to the sum of eastbound and westbound through traffic without the project. Since the impact would occur during both the weekday a.m. and p.m. peak periods, the higher of the ratios for each individual peak period was conservatively selected to determine the fair-share contribution. This fair-share contribution would be 38 percent for the proposed project and 50 percent for the variant. Responsibility among the project sponsors for the four properties would then be further subdivided based on the relative proportion of vehicle-trips generated by each of the four properties. In this case, 1 percent of the vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property.	SFMTA	The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first.	SFMTA	The SFMTA shall monitor transit service and travel time along the corridor to assess when the threshold in M-C-TR-2 is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Noise Mitigation Measures				
Mitigation Measure M-NO-2a: Implement Noise Control Measures during Project Construction The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures at all project site properties during construction: • Power construction equipment shall be equipped with best available state-of-the-art noise-shielding and muffling devices. All equipment shall be properly maintained to prevent the generation of additional noise attributable to worn or improperly maintained parts. • Stationary-source construction equipment that may have a flexible location on-site (e.g., generators and compressors) shall be located to maintain the greatest feasible distance from sensitive land uses, and unnecessary idling of equipment shall be prohibited. • Where construction activities are to occur within 100 feet of a noise-sensitive receptor, either an existing off-site receptor or a future on-site receptor, a temporary noise barrier that will break the line of sight between the construction equipment and the sensitive receptor shall be placed to provide a minimum of 3-5 dBA noise reduction at the exterior of the noise-sensitive receptor.	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.
Mitigation Measure M-NO-2b: Implement Noise Control Measures for Pile Driving The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures for pile driving at all project site properties during construction: • When pile driving is to occur within 600 feet of a noise-sensitive receptor (e.g., residential use), alternative quiet-pile driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible (based on soil/strata and other conditions as reviewed by and approved by the project engineer). Alternative quiet-pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled-displacement. At the noise-sensitive receptor, noise from non-impact type pile-driving methodology shall not exceed an hourly L_{eq} equal to the applicable ambient + 10 dBA standard. • When applied within 600 feet of a noise-sensitive receptor (e.g., residential use), impact-type pile driving equipment shall be properly fitted with an intake and exhaust muffler and a sound-attenuating shroud, as specified by	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the manufacturer. The net effect of these noise control and sound-attenuating measures, which can also include a temporary sound barrier, shall provide sufficient noise reduction, relative to a non-shrouded operating impact pile-driving process, so that hourly L_{eq} noise from the pile-driving equipment at the noise-sensitive receptor does not exceed the applicable ambient + 10 dBA standard.				
Mitigation Measure M-NO-3: Design Future Noise-Generating Uses near Residential Uses to Minimize the Potential for Noise Conflicts Future noise-generating land uses shall be designed to minimize the potential for sleep disturbance at any future nearby residential uses (700 Innes) or existing nearby offsite residential receptors. Design approaches such as the following could be incorporated into future development plans for future noise-generating land uses to minimize the potential for noise conflicts from such uses with on-site sensitive receptors. • **Design of Future Noise-Generating Uses.** To reduce potential conflicts between sensitive receptors and new noise-generating land uses located adjacent or nearby to these receptors, exterior facilities such as loading areas/docks, trash enclosures, and surface parking lots shall be located on the sides of buildings facing away from existing or planned sensitive receptors (residences). If this is not feasible, these types of facilities shall be enclosed or equipped with appropriate noise shielding. • **Stationary Equipment Noise Controls.** Noise attenuation measures shall be incorporated into all stationary equipment (including HVAC equipment, and emergency generators if present) installed on all buildings that include such stationary equipment. These noise attenuation measures shall be incorporated as necessary to meet noise limits specified in Section 2909 of the Police Code. Interior noise limits shall be met under both existing and future noise conditions, accounting for foreseeable changes in noise conditions in the future (i.e., changes in on-site building configurations). Noise attenuation measures can include providing sound enclosures/barriers, adding roof parapets to block noise, increasing setback distances from sensitive receptors, providing louvered vent openings, locating vent openings away from adjacent commercial uses, and restricting generator testing to the daytime hours.	Project sponsors and construction contractor.	Prior to the issuance of a building permit for each commercial/office building.	Planning Department	Considered complete after submittal and approval of construction plans by the Planning Department.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-NO-6: Implement Vibration Mitigation Measure for Pile Driving The project sponsor shall implement the following vibration control measure for pile driving during project construction: • When pile driving is to occur within 150 feet of a noise-sensitive receptor (e.g., residential use), alternative low-vibration driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible, based on soil/strata and other conditions as reviewed by and approved by the project engineer. Alternative pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled displacement. • If the receiving land use is a historic structure, the project sponsor shall implement vibration monitoring during the vibration-causing process and/or equipment to ensure that measured levels (e.g., vibration velocity) at the receptor are compliant with the 0.12 in/sec peak particle velocity (PPV) standard. If measured vibration levels are found to exceed this standard, the process shall be suspended to assess the occurrence of damage and implement vibration isolation enhancements (e.g., trenches, shoring, etc.) as deemed necessary to enable compliant vibration levels upon resumption of activity. If damage to a building(s) occurs, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity.	Project sponsors/ project engineer/ construction contractor, and Planning Department.	Prior to pile-driving activities on the 900 Innes property, India Basin Open Space, and 700 Innes properties.	Planning Department	Considered complete after the completion of all pile-driving activities.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Air Quality Mitigation Measures				
Mitigation Measure M-AQ-1a: Minimize Off-Road Construction Equipment Emissions The project sponsors shall comply with the following requirements: A. **Construction Emissions Minimization Plan.** Before a construction permit is issued for each project phase or property, as applicable, the project sponsors shall submit construction emissions minimization plans to the Environmental Review Officer (ERO) or the ERO's designated representative for review and approval. The construction emissions minimization plans shall detail compliance with the following requirements: (1) All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements: a) Where access to alternative sources of power is reasonably available, portable diesel engines shall be prohibited. b) Where portable diesel engines are required because alternative sources of power are not reasonably available, all off-road equipment shall have engines that meet either EPA or ARB Tier 4 Final off-road emission standards. If engines that comply with Tier 4 Final off-road emission standards are not commercially available, then the project sponsor shall provide the next cleanest piece of off-road equipment as provided by the step-down schedules in Table M-AQ-1a-1. i. For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 Final engines taking into consideration factors such as (i) critical-path timing of construction; (ii) geographic proximity to the project site of equipment; and (iii) geographic proximity of access to off-haul deposit sites. ii. The project sponsor shall maintain records concerning its efforts to comply with this requirement.	Project sponsors and ERO or ERO's designated representative.	The construction emissions minimization plan shall be submitted and approved before a construction permit is issued for each project phase or property.	The Planning Department, ERO, or the ERO's designated representative for review and approval.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule

TABLE M-AQ-1a-1
OFF-ROAD EQUIPMENT COMPLIANCE STEP-DOWN SCHEDULE

Compliance Alternative	*Engine Emissions Standard*	*Emissions Control*
1	*Tier 4 Interim*	*N/A*
2	*Tier 3*	*ARB Level 3 VDECS*
3	*Tier 2*	*ARB Level 3 VDECS*

How to use the table: If the requirements of (A)(1)(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met, etc.

(2) The project sponsor shall require in its construction contracts that the idling time for off-road and on-road equipment be limited to no more than 2 minutes, except as provided in exceptions to the applicable State regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, and Chinese) in designated queuing areas and at the construction site to remind operators of the 2-minute idling limit.

(3) The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.

(4) The construction emissions minimization plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include but are not

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
limited to equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used.				
(5) The project sponsor shall keep the construction emissions minimization plan available for public review on-site during working hours. The project sponsor shall post at the perimeter of the project site a legible and visible sign summarizing the requirements of the plan. The sign shall also state that the public may ask to inspect the construction emissions minimization plan at any time during working hours, and shall explain how to request inspection of the plan. Signs shall be posted on all sides of the construction site that face a public right-of-way. The project sponsor shall provide copies of the construction emissions minimization plan to members of the public as requested.				
B. Reporting. Quarterly reports shall be submitted to the ERO or the ERO's designated representative indicating the construction phase and off-road equipment information used during each phase, including the information required in A(4).				
(1) Within 6 months of the completion of construction activities, the project sponsor shall submit to the ERO or the ERO's designated representative a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4).				
C. Certification Statement and On-site Requirements. Before the start of construction activities, the project sponsor must certify that it is in compliance with the construction emissions minimization plan, and that all applicable requirements of the plan have been incorporated into contract specifications.				

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1b: Minimize On-Road Construction Equipment Emissions The project sponsors shall include in all construction contracts a requirement for construction contractors to implement the following measures to reduce construction haul truck emissions, to the extent commercially available (taking into consideration such factors as critical-path timing and geographic proximity). **A. Engine Requirements** 1) All on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used in connection with the project site (such as haul trucks, water trucks, dump trucks, and concrete trucks) shall be model year 2010 or newer, where feasible in light of commercial availability. **B. Construction Emissions Minimization Plan.** As part of the construction emissions minimization plan identified above in Mitigation Measure M-AQ-1a, Section A, the construction contract shall state, in reasonable detail, how the contractor shall meet the requirements of Section A. 1) The construction emissions minimization plan shall include the model year of the heavy-duty trucks with a gross vehicle weight rating of 19,500 pounds or greater and estimates of the expected fuel usage (or miles traveled or hours of operation, as relevant) for the on-road haul truck fleet. For on-road trucks using alternative fuels, the description shall also specify the type of alternative fuel being used. 2) See Mitigation Measure M-AQ-1a, Section A, Part 5. **C. Reporting.** See Mitigation Measure M-AQ-1a, Section B. **D. Monitoring.** See Mitigation Measure M-AQ-1a, Section C.	Project sponsors, construction contractors, and ERO or ERO's designated representative.	Prior to the issuance of building permits and on-going during construction.	Planning Department.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1c: Utilize Best Available Control Technology for In-Water Construction Equipment The project sponsors shall include in construction contracts a requirement to implement the following measures to reduce emissions from in-water equipment: A. **Engine Requirements** 1) The construction barge shall have engines that meet or exceed EPA marine engine Tier 3 emissions standards, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). 2) The project sponsors shall also ensure that the construction work boat engines shall be model year 2005 or newer or meet NO_X and PM emissions standards for that model year, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). **B. Construction Emissions Minimization Plan.** As part of the construction emissions minimization plan identified above under Mitigation Measure M-AQ-1a, Section A, the contractor shall state, in reasonable detail, how the contractor shall meet the requirements of Section A. 1) The construction emissions minimization plan shall include estimates of the construction timeline by phase, with a description of how each piece of in-water equipment (e.g., barge engines, work boats) required for every construction phase will comply with the engine requirements stated above. The plan shall also include expected fuel usage and hours of operation for in-water equipment. For in-water equipment using alternative fuels, the description shall also specify the type of alternative fuel being used. 2) See Mitigation Measure M-AQ-1a, Section A, Part 5. **C. Reporting.** See Mitigation Measure M-AQ-1a, Section B. **D. Monitoring.** See Mitigation Measure M-AQ-1a, Section C.	Project sponsors, construction contractors, and ERO or ERO's designated representative.	Prior to the issuance of building permits and on-going during construction.	Planning Department.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1d: Offset Emissions for Construction and Operational Ozone Precursor (NOx and ROG) Emissions Before the first construction permit is issued, the project sponsors, with oversight of the ERO or the ERO's designated representative, shall implement one of the following measures: (1) Directly fund or implement specific emissions offset project(s) within the SFBAAB to achieve the one-time reduction of 6 tons of ozone precursor emissions. This amount is intended to offset the maximum emissions year during construction or operations (or overlapping construction and operations) that would exceed the 10 tons per year thresholds for each NOx and ROG, which would occur during operations of the fully built project. Specifically, the worst-case mitigated operational emissions are associated with the variant and are estimated at 11.96 tons per year of ROG emissions and 14 tons per year of NOx emissions, which would exceed the 10-tons NOx and ROG annual thresholds by 1.96 tons and 4 tons, respectively. Thus, the combined ozone precursor emissions (NOx and ROG) would exceed the annual 10-tons threshold in total by 5.96 tons and requires an offset of 6 tons of NOx and ROG emissions. To qualify under this mitigation measure, the specific offset project(s) shall result in 6 tons of NOx and ROG emissions reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements. Preferred offset project(s) are implemented locally within the City and County of San Francisco. Before implementation of the offset project(s), the project sponsors shall obtain the ERO's approval of the offset project(s) by providing documentation of the associated estimated reduction amount of NO_X and ROG emissions (in tons per year) within the SFBAAB. The project sponsors shall also notify the ERO within 6 months of completion of the offset project(s) for verification. or (2) Pay a one-time mitigation emissions offset fee to the BAAQMD Bay Area Clean Air Foundation to fund BAAQMD's reduction effort in the SFBAAB of 6 tons of ozone precursor emissions. Specifically, the worst-case mitigation offset fee is associated with the variant offset amount of 6 annual tons of combined NO_X and ROG emissions and will be at a cost per ton consistent with Appendix G of the Carl Moyer grant guidelines in effect at the date of the first construction permit issuance . This fee is currently estimated to be $30,000 per weighted ton per year of ozone precursor emissions (plus a 5 percent administrative fee). The mitigation offset fee shall fund one or more emissions reduction projects within the SFBAAB.	Project sponsors and the ERO or the ERO's designated representative.	Prior to the issuance of the first construction permit.	Planning Department, ERO, or the ERO's designated representative.	Considered complete once the project sponsors notify the ERO within 6 months of completion of the offset project(s) for verification, or after the project sponsors provide documentation of offset fee payment to the ERO.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
This one-time fee is intended to fund reduction project(s) for purposes of offsetting the estimated annual tonnage of combined construction and operational emissions under the variant buildout scenario, which is conservatively assumed to occur in 2022. The project sponsors shall also provide documentation of offset fee payment to the ERO. Acceptance of this fee by BAAQMD shall serve as acknowledgment and a commitment by BAAQMD to one or more emissions reduction project(s) within one year of receipt of the mitigation fee to achieve the emissions reduction objectives specified above. BAAQMD shall provide documentation to the ERO and to the project sponsors describing the emission reduction project(s) funded by the mitigation fee, including the amount of emissions of ROG and NO_X reduced (in tons per year) within the SFBAAB from the emissions reduction project(s). If any portion of the mitigation offset fee remains unspent after implementation of the emission reduction project(s), the project sponsors shall be entitled to a refund in that amount from BAAQMD. To qualify under this mitigation measure, the specific emissions reduction project(s) shall result in emission reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements. If the project sponsors commit to the land use assumptions consistent with the proposed project (rather than with the variant) for the term of the development agreement, the one-time reduction of 6 tons of ozone precursor emissions listed above under (1) and (2) shall be reduced to a one-time reduction of 3 tons of ozone precursor emissions. This 3 tons reduction amount is intended to offset the maximum emissions year conservatively assumed to occur during the second year of proposed project construction in 2019. Specifically, the mitigated construction related NOx emissions for the proposed project are estimated at 12.60 tons, which would exceed the 10-tons threshold by 2.6 tons and require an offset of 3 tons of NOx.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators To reduce operational NO_X and PM emissions under the proposed project or variant, the project sponsors, as applicable, shall require in applicable contracts that the operational backup diesel generators: (1) comply with ARB Airborne Toxic Control Measure emissions standards for model year 2008 or newer engines; and (2) meet or exceed one of the following emission standards for particulate matter: (A) Tier 4 final certified engine or (B) Tier 4 interim or Tier 3 certified engine that is equipped with an ARB Level 3 VDECS. A nonverified diesel emissions control strategy may be used if the filter has the same PM reduction as the identical ARB-verified model and BAAQMD approves of its use. The project sponsors, as applicable, shall submit documentation of compliance with the BAAQMD NSR permitting process (Regulation 2, Rule 2, and Regulation 2, Rule 5) and the emissions standard requirement of this measure to the Planning Department for review and approval before a permit for a backup diesel generator is issued by any City agency. Once operational, all diesel backup generators shall be maintained in good working order for the life of the equipment and any future replacement of the diesel backup generators shall be required to be consistent with these emissions specifications. The operator of the facility at which the generator is located shall maintain records of the testing schedule for each diesel backup generator for the life of that diesel backup generator. The facility operator shall provide this information for review to the Planning Department within 3 months of a request for such information.	Project sponsor and construction contractor.	Prior to issuance of a permit for each backup diesel generator.	Project sponsor shall submit documentation of compliance to the Planning Department for review and approval within 3 months of a request for such information.	Considered complete upon review and approval of documentation by Planning Department staff.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1f: Prepare and Implement Transportation Demand Management To reduce operational mobile source emissions, the project sponsors shall prepare and implement a transportation demand management (TDM) plan. The TDM plan shall have a goal of reducing estimated aggregate daily one-way vehicle trips associated with the 700 Innes and India Basin Open Space properties by at least 15 percent compared to the aggregate daily one-way vehicle trips identified in the project-related Transportation Impact Study dated July 2017 and the Supplement to the Transportation Impact Study, dated April 27, 2018, (together, the "Final Transportation Impact Study") and included in EIR Appendix D as calculated before the imposition of TDM measures. To ensure that this reduction goal could be reasonably achieved, the project sponsors shall have a TDM plan with a goal of reducing the daily one-way vehicle trips to and from the project site by 15 percent for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, relative to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the Final Transportation Impact Study as calculated before the imposition of TDM measure. The calculations shall use the baseline scenario trip generation rates contained in the Final Transportation Impact Study until the point at which SFMTA provides 1,000 passenger capacity per weekday PM peak hour along Innes Avenue, at which point the calculations shall use the Cumulative scenario trip rates in the Final Transportation Impact Study. There shall be a transportation management association that would be responsible for the administration, monitoring, and adjustment of the TDM plan. The project sponsors shall be responsible for monitoring implementation of the TDM plan and proposing adjustments to the plan if its goal is not being achieved, in accordance with the following provisions. The TDM plan may include but is not limited to the types of measures summarized below by way of example. Actual TDM measures selected should include those from the City's adopted TDM Program Standards, which describe the scope and applicability of candidate measures in detail and include: • **Active Transportation**: Streetscape improvements to encourage walking, secure bicycle parking, shower and locker facilities for cyclists, subsidized bikeshare memberships for project occupants, bicycle repair and maintenance services, and other bicycle-related services.	Project sponsors of 700 Innes and India Basin Open Space properties and transportation consultant to prepare the TDM Plan, which will be implemented by the TDM Coordinator and building management and will be binding on all development parcels within 700 Innes and India Basin Open Space properties.	TDM Coordinator and/or project sponsors to prepare TDM Plan and submit to Planning Department and SFMTA staff prior to approval of the site permit application for first building. The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building. The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant.	TDM Coordinator to submit the TDM Plan to Planning Department And SFMTA staff for review and approval. Transportation Coordinator to submit monitoring report per reporting periods to Planning Department staff and implement TDM Plan Adjustments (if required).	The TDM Plan is required for the duration of the proposed project or variant. Monitoring reports would be on-going during project buildout, or until eight consecutive reporting periods show that the fully-built project has met its reduction goals. If after eight reporting periods the sponsor achieves TDM Plan reduction goal, the eighth monitoring report can be deemed the final TDM Plan report. However, if the TDM Plan reductions cannot be met, the project sponsors can elect to pay an additional offset fee. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• **Car-Share**: Car-share parking spaces and subsidized memberships for project occupants. • **Delivery**: Amenities and services to support delivery of goods to project occupants. • **Family-Oriented Measures**: On-site childcare and other amenities to support the use of sustainable transportation modes by families. • **High-Occupancy Vehicles**: Carpooling/vanpooling incentives and shuttle bus service. • **Information and Communications**: Multimodal wayfinding signage, transportation information displays, and tailored transportation marketing services. • **Land Use**: On-site affordable housing and healthy food retail services in underserved areas. • **Parking**: Unbundled parking, short-term daily parking, parking cash-out offers, and reduced off-street parking supply. The TDM plan shall describe each measure, including the degree of implementation (e.g., how long will it be in place, how many tenants or visitors it will benefit, on which locations within the site it will be placed) and the population that each measure is intended to serve (e.g., residential tenants, retail visitors, employees of tenants, visitors). The TDM plan shall commit to monitoring of vehicle trips to and from the project site to determine the plan's effectiveness, as described in "TDM Plan Monitoring and Reporting" below. The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building. The TDM plan shall be submitted to the Planning Department for approval to ensure that components of the plan intended to meet the reduction target are shown in the plan and/or ready to be implemented upon the issuance of each certificate of occupancy. The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant. **TDM Plan Monitoring and Reporting**: The TDM Coordinator shall collect data, prepare monitoring reports, and submit them to the Planning Department. To ensure that the goal of reducing by at least 15 percent the aggregate daily one-way vehicle trips is reasonably achievable, the project sponsor shall				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
monitor daily one-way vehicle trips for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, and shall compare these vehicle trips to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the project's Final Transportation Impact Study. **Timing**. The TDM Coordinator shall collect monitoring data and shall begin submitting monitoring reports to the Planning Department 18 months after issuance of the first certificate of occupancy for buildings that are at least 75 percent occupied on the 700 Innes property that include off-street parking or the establishment of surface parking lots or garages. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until five consecutive reporting periods show that the fully built project has met the reduction goal. From that point on, monitoring data shall be submitted to the Planning Department once every three years. Each trip count and survey (see below for description) shall be completed within 30 days after the end of the applicable reporting period. Each monitoring report shall be completed within 90 days after the applicable reporting period. The timing of monitoring reports shall be modified so that a new monitoring report is submitted 12 months after adjustments are made to the TDM plan to meet the reduction goal, as may be required under the "TDM Plan Adjustments" heading, below. In addition, the Planning Department may modify the timing of monitoring reports as needed to consolidate this requirement with other monitoring and/or reporting requirements for the proposed project or variant, such as annual reporting under the proposed project's or variant's development agreement. **Term**. The project sponsors shall monitor, submit monitoring reports, and make plan adjustments until the earlier of: (i) the expiration of the development agreement, or (ii) the date the Planning Department determines that the reduction goal has been met for up to eight consecutive reporting periods. **Components:** The monitoring and reporting, including trip counts, surveys and travel demand information, shall include the following components or comparable alternative methodology and components, as approved, accepted or provided by Planning Department staff: (1) Trip Count and Intercept Survey: Provide a site-wide trip count and intercept survey of persons and vehicles arriving and leaving the project site for no less than two days during the reporting period between 6:00 a.m. and 8:00 p.m. One day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during one week				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
without federally recognized holidays, and another day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during another week without federally recognized holidays. The trip count and intercept survey shall be prepared by a qualified transportation or survey consultant, and the Planning Department shall approve the methodology prior to the Project Sponsors conducting the components of the trip count and intercept survey. The Planning Department anticipates it will have a standard trip count and intercept survey methodology developed and available to project sponsors at the time of data collection. (2) Travel Demand Information: The above trip count and survey information shall be able to provide the travel demand analysis characteristics (work and non-work trip counts, origins and destinations of trips to/from the project site, and modal split information), as outlined in the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review, October 2002, or subsequent updates in effect at the time of the survey. (3) Documentation of Plan Implementation: The TDM coordinator shall work in conjunction with the Planning Department to develop a survey (online or paper) that can be reasonably completed by the TDM coordinator and/or Transportation Management Association (TMA) staff members to document implementation of TDM program elements and other basic information during the reporting period. The project sponsors shall include this survey in the monitoring report submitted to the Planning Department. (4) Assistance and Confidentiality: The Planning Department will assist the TDM coordinator with questions regarding the components of the monitoring report and will assist the TDM coordinator in determining ways to protect the identity of individual survey responders. **TDM Plan Adjustments.** The project sponsors shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal. The TDM plan adjustments shall be made in consultation with Planning Department staff and may require refinements to existing measures (e.g., change to subsidies, increased bicycle parking), inclusion of new measures (e.g., a new technology), or removal of existing measures (e.g., measures shown to be ineffective or induce vehicle trips). If the Planning Department determines that the reduction goal has been met for eight consecutive reporting				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
periods, the TDM Plan in place at the time of the eighth consecutive successful reporting period shall be considered the final TDM Plan. If the monitoring results from three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, the TDM plan adjustments shall occur within 270 days after the last consecutive reporting period. The TDM plan adjustments shall occur until the monitoring results of three consecutive reporting periods demonstrate that the reduction goal is achieved. If after implementing TDM plan adjustments, the project sponsors have not met the reduction goal for up to eight consecutive reporting periods, as determined by the Planning Department, then the project sponsors may, at any time thereafter, elect to use another means to address the shortfall in meeting the TDM plan reduction target. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations. The anticipated shortfall shall be based on the shortfall that occurred in the most recently monitored year. Calculations of emissions to be offset shall be based on the total amount of emissions anticipated to be reduced by achieving the 15 percent TDM goal, adjusted for the actual percentage of aggregate daily one-way vehicle trip reduction achieved in the most recently monitored year. After paying this additional offset fee, the project sponsors shall continue to monitor, report and adjust their TDM Plan in accordance to this Mitigation Measure M-AQ-1f, to ensure that the shortfall from the reduction goal does not increase significantly over time for the duration of the term defined herein. At the end of that term, the project sponsors' monitoring, reporting, and adjusting obligations of MM-AQ-1f shall terminate, but the project sponsors shall continue to implement the final TDM Plan for the life of the project. The final TDM Plan shall be either a) the TDM Plan that met the reduction goal for eight consecutive reporting periods; or b) if the project sponsors have paid an additional offset fee, the TDM plan that achieved the highest reduction goal for any reporting period.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Wind Mitigation Measures				
Mitigation Measure M-WI-1a: Wind Impact Analysis and Mitigation for Buildings 100 Feet or Greater in Height During Partial Buildout With the goal of preventing a net increase in hazardous wind hours beyond those identified by prior wind tunnel testing conducted for this EIR during project construction, prior to obtaining a building permit for any project or variant building within the project site proposed to be at least 100 feet in height, the project sponsors shall undertake or cause their construction contractor(s) to undertake a wind impact analysis for such proposed building. a. The wind impact analysis shall be conducted by a qualified wind consultant approved by the Planning Department's Environmental Review Officer (ERO). The wind consultant shall review the proposed building design taking into account the building design and feasible mitigation required by Mitigation M-WI-1c. The wind consultant shall provide a qualitative analysis of whether the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR. The analysis shall compare the exposure, massing, and orientation of the proposed building to the same building in the representative massing models for the proposed project or variant. The comparison shall also analyze the potential wind impacts of the proposed building relative to existing conditions, those identified in the discussion of operational wind hazards, and to the City's wind hazard criterion. The existing conditions in this analysis shall be considered to include any existing buildings at the site, the as-built designs of all previously completed structures, and the then-current designs of approved but as-yet-unbuilt structures that would be completed by the time of occupancy of the subject building. b. If the qualified wind consultant determines that the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, but in the consultant's professional judgment, temporary measures would reduce such impact, the consultant shall notify the ERO and the building applicant. The consultant's professional judgment may be informed by the use of "desktop" analytical tools, such as computer tools relying on results of prior wind tunnel testing for the proposed project and other projects (i.e., "desktop" analysis does not include new wind tunnel testing). The analysis shall include consideration	Project sponsors, construction contractor, wind consultant, and Planning Department.	Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.	Planning Department, project sponsors, and wind consultant.	Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by mitigation measure M-WI-1a. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department for review and approval by the ERO, and this mitigation measure shall be considered complete upon the Planning Department and ERO's review and approval of the Wind Safety Plan.

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of wind location, duration, and speed of wind. The building applicant shall propose temporary measures to reduce wind hazards under partial build-out conditions to the extent feasible. Such temporary measures include but are not limited to the following measures: • At building corners, introduce hard landscaping such as localized porous/ solid screens, soft landscaping such as localized trees, or hedge plantings. • Install semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas. • Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. • Introduce temporary canopies and cabanas at outdoor seating areas. The wind consultant shall then reevaluate the building design(s) taking into account the temporary measures. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by this mitigation measure, no further review would be required.				
c. If the qualified wind consultant is unable to demonstrate that temporary measures would reduce wind hazard impacts under partial build-out conditions to less-than-significant levels, then wind tunnel testing or an equivalent method of quantitative evaluation shall be required. The proposed building shall be wind tunnel tested using a model that represents the proposed building in the context of existing partial build-out conditions. The testing shall include test points deemed appropriate by the consultant and agreed upon by the Planning Department to determine the wind performance of the building, such as building entrances and sidewalks. If the wind tunnel testing determines that the building's design, including temporary measures, would increase the hours of wind hazard or the extent of area subject to hazardous winds under partial build-out conditions beyond those identified for full build-out conditions by prior wind testing conducted for this EIR, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall propose feasible mitigation strategies including any of the above measures to reduce				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
wind hazards. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not create a net increase in hazardous wind hours or locations under partial build-out conditions beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, no further review would be required. d. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department and the ERO. The Wind Safety Plan shall include recommendations for site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. Site safety precautions can include, but not be limited to any of the following: • warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; and • identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds. The project sponsors shall ensure by conditions of approval for any construction activity, and the Planning Department shall ensure by conditions of approval for building permits and site permits, that the project sponsors and the subsequent building developer(s) cooperate to implement and maintain all measures and precautions identified by the wind consultant.				
Mitigation Measure M-WI-1b: Temporary Wind Reduction Measures during Construction For the active construction areas, the wind consultant may identify those construction sites that would be especially exposed to strong winds. The consultant may recommend construction site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. The objective of these precautions shall be to minimize risks and prevent injuries to workers and the public from stacked materials, such as shingles and sheets of plywood, that can be picked up and carried by strong winds, and from temporary signage, siding or roofing, or light structures that could be detached and carried by the wind. As part of construction site safety planning, the project sponsors shall require, as a condition of contracts, that contractors consider all potential wind-related risks to the public from their construction activities, and shall develop a safety	Project sponsors and construction contractor.	Wind safety plan would be prepared prior to issuance of grading, excavation, or demolition permits. The wind safety plan shall be in effect during construction activities and until the final certificate of occupancy is granted.	Planning Department.	Considered complete after the final certificate of occupancy for the last building is granted.

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plan to address and control all such risks related to their work. The safety plan could include but not be limited to measures such as: • warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; • identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds; and • installing semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas.				
Mitigation Measure M-WI-1c: Reduce Effects of Ground-Level Hazardous Winds through Ongoing Review In order to mitigate to the extent feasible new wind hazards created with full build-out under the proposed project or variant identified by prior wind testing, a wind impact analysis by a qualified wind consultant shall be required prior to building permit issuance for any building more than 100 feet tall. The purpose of this supplemental wind impact analysis would be to prevent the total duration of wind hazard exceedances across the project site from exceeding the total duration of wind hazard exceedances under full build-out conditions with the proposed project or variant determined in the Wind Tunnel Report, included in EIR Appendix H, based on the prior wind tunnel testing undertaken by BMT Fluid Mechanics (BMT). Based on the Wind Tunnel Report, the total number of wind hazard exceedance hours shall not exceed 767 hours. • The proposed building(s) shall be wind tunnel tested using a model that represents the current proposed building(s) defined as the building configurations assumed in the Wind Tunnel Report updated to reflect the design of any constructed buildings at the site and the as-built designs of all approved but yet unbuilt structures .The testing shall include the test points previously studied (see Table 3.9-1). If the wind tunnel testing determines that the building's design would increase the total duration of hazardous winds from the conditions identified in the Wind Tunnel Report, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall then propose feasible mitigation strategies, including any architectural features, to reduce the total duration of wind hazards. – At building corners, introduce hard landscaping such as localized porous/ solid screens, soft landscaping such as localized trees, or hedge plantings.	Project sponsors, construction contractor, wind consultant, and Planning Department.	Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.	Planning Department, project sponsors, and wind consultant.	Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not exceed the total number of wind hazard exceedance hours (767 hours) identified in prior wind tunnel testing conducted for the proposed project in the EIR.

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– Introduce canopies along building façades at the pedestrian level. – Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. – Introduce parapets, canopies, and cabanas at outdoor seating areas. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not increase the total duration of hazardous winds identified in prior wind tunnel testing conducted for this EIR, no further design modifications would be required. • If the wind consultant determines that even after the modifications of the design that the building(s) would result in greater than 767 wind hazard exceedance hours, the wind consultant shall work with the project sponsors, architect, and/or landscape architect to identify specific additional feasible measures that may include landscaping features and street furniture that would reduce the total duration of wind hazards to the extent feasible. The ability of the design alterations to reduce the wind hazard to the extent feasible shall be demonstrated by subsequent wind tunnel testing of the modified design and landscaping that compares the modified building design and landscaping to the wind hazard exceedance hours of 767 hours for the proposed project, no further review is required.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Biological Resources Mitigation Measures				
Mitigation Measure M-BI-1a: Prepare and Implement a Hydroacoustic Monitoring Program for Special-Status Fish and Marine Mammals Before the start of construction, the project sponsors shall prepare a hydroacoustic monitoring plan and obtain approval from NMFS. The plan shall be provided to NMFS for review and approval before construction. The plan shall provide details regarding the estimated underwater sound levels expected, sound attenuation methods, methods used to monitor and verify sound levels during pile-driving activities, and management practices to be taken to reduce pile-driving sound in the marine environment to below NMFS thresholds for injury to fish, as feasible, and below NMFS thresholds for marine mammals. The plan shall include but not be limited to the following measures for special-status fish: • All steel pilings shall be installed with a vibratory pile driver to the deepest depth practicable. An impact pile driver may be used only where necessary to complete installation of the steel pilings, in accordance with seismic safety or other engineering criteria. • The smallest pile driver and minimum force necessary shall be used to complete the work. • The hammer shall be cushioned using a 12-inch-thick wood block during all impact hammer pile-driving operations to the extent feasible. • A bubble-curtain, air barrier, or similar technology shall be employed during all impact pile-driving activities. • A "soft start"[1] technique shall be employed upon initial pile-driving activities every day to allow fish an opportunity to vacate the area. • During impact pile driving, the contractor shall limit the number of strikes per day to the minimum necessary to complete the work. • No pile driving shall occur at night. • During impact pile driving, a qualified fish biologist shall monitor the project site for fish that exhibit signs of distress. If fish are observed rising to the surface, work shall be halted by the biologist, and the cumulative SEL up to	Project sponsors, with direction from NMFS.	Prior to the start of pile driving in the Bay.	Project sponsors to prepare a hydroacoustic monitoring plan and obtain approval from NMFS.	Considered complete upon review and approval of the sound attenuation and monitoring plan by NMFS and after the conclusion of all in-water pile driving activities.

[1] Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 20 minutes.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
that point shall be examined. If the cumulative SEL is close to or exceeds the threshold, then pile-driving activities will cease until the next day. • All pile-driving and pile-removal activity shall be monitored by a NMFS-approved biological monitor before and during all pile driving. The biological monitor shall maintain a monitoring log of daily pile-driving activities, any field sound measurements, fish sightings, and implementation of soft-start and shutdown requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile removal activities). • The hydroacoustic monitoring program shall incorporate NMFS-recommended work windows to avoid impacts on special-status fish species that have the potential to occur at the project site during only certain portions of the year. This includes limiting work between December 1 and May 31 to avoid impacts on steelhead and green sturgeon, and monitoring for herring spawning events in the vicinity of the project site between December 1 and February 29. In the event that monitoring identifies a herring spawning event that could be affected by project-related construction activities, all in-water work shall be temporarily halted. In-water work shall not resume until a qualified biologist determines that no additional impact on spawning herring would occur. The project sponsors shall coordinate with the NMFS Office of Protected Resources pursuant to the Marine Mammal Protection Act to develop an appropriate plan and monitoring program for potential effects to species during noise generating work. The plan shall include but not be limited to the following measures for marine mammals: • Zones of influence shall be based on the estimated NMFS injury threshold contours for the different marine mammals. These zones of influence may be modified, based on subsequent analysis of the actually proposed piles, equipment, and activity before construction, but only with the approval of NMFS. • Hydroacoustic monitoring according to the hydroacoustic monitoring plan shall be completed during initial pile driving to verify projected isopleths for pile driving and removal. The plan shall require real-time hydroacoustic monitoring for a sufficient number of piles to determine and verify modeled noise isopleths. The safety zones established before construction may be modified, based on field measurements of different pile-driving activity, if the field measurements indicate different threshold contours than estimated				

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before construction, but only with the approval of NMFS. • During pile-driving and pile-removal activity, a NMFS-approved marine mammal observer would monitor the work area for marine mammal presence. If a marine mammal is observed in or swimming into an unauthorized zone of influence, work would stop until the animal was observed, or determined to be, outside of the area of potential injury. • A "soft start"[2] technique shall be employed each day upon commencement of pile-driving activity, any time after pile-driving activity ceases for more than 1 hour, and any time after pile-driving activity shuts down because a marine mammal has entered a safety zone. • All pile-driving and pile-removal activity shall be monitored by an NMFS-approved biological monitor before and during all pile driving to inspect the work zone and adjacent Bay waters for marine mammals and implement the safety zone requirements described above. The biological monitor shall maintain a monitoring log of daily pile-driving activities; any field sound measurements; marine mammal sightings; and implementation of soft-start, shutdown, and safety-zone requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile-removal activities).				
Mitigation Measure M-BI-1b: Implement Avoidance and Minimization Measures for Special-Status Species The project sponsors and the project construction contractor(s) they procure shall implement the following avoidance and minimization measures for special-status species: • **Implement a Worker Environmental Awareness Program (WEAP):** An education program shall be developed and implemented by a qualified biologist and attended by all construction personnel performing demolition or ground-disturbing work before such work commences on-site. Upon completion of the program, employees shall sign a form stating that they attended the training session and understand all conservation and protection measures. All future construction personnel shall be required to attend the presentation (either an in-person presentation or a recording of the prior presentation) and sign the form before beginning work on the project site. The signed forms shall be kept on file for the duration of construction and	Project sponsors, construction contractor, and qualified wildlife biologist.	Worker Environmental Awareness Program shall be developed and implemented prior to receiving a grading, demolition, or excavation permit. Other measures ongoing during construction.	Planning Department.	Considered complete after the conclusion of construction activities and after the Worker Environmental Awareness Program attendance forms are provided to the Planning Department.

[2] Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers will initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 15 minutes.

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provided to the City and County of San Francisco upon request. The WEAP shall include but not be limited to education on: (a) applicable State and federal laws, environmental regulations, project permit conditions, and penalties for noncompliance; (b) special-status plant and animal species with the potential to be encountered on or in the vicinity of the project site during construction; (c) avoidance measures and a protocol for encountering special-status species, including a communication chain; (d) preconstruction surveys and biological monitoring requirements associated with each phase of work and at specific locations within the project site (e.g., shoreline work), as biological resources and protection measures will vary depending on the location of work on the site, the time of year, and the type of construction activity; (e) known sensitive resource areas in the project vicinity that are to be avoided and/or protected, as well as approved project work areas, access roads, and staging areas; and (f) BMPs (e.g., straw wattles or spill kits) and their locations around the project site for erosion and species exclusion, in addition to general housekeeping requirements. • **Avoid Attracting Predators:** To eliminate attractions for predators, all food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in solid, closed containers (trash cans) and removed from the entire construction site at the end of each working day. • **Avoid Entanglement:** Tightly woven fiber netting or similar material shall be used at the project site for erosion control or other purposes to ensure that individuals are not trapped. This limitation shall be communicated to the contractor through use of special provisions included in the bid solicitation package. Plastic monofilament netting (erosion control matting) or similar material shall not be used at the project site because special-status species may become entangled or trapped in it.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-BI-1c: Prepare and Implement a Vegetation Restoration Plan and Compensatory Mitigation • To restore temporarily affected habitat, the project sponsors shall prepare and implement a vegetation restoration plan with detailed specifications for minimizing the introduction of invasive weeds and restoring all temporarily disturbed areas, and shall ensure that the contractor successfully implements the plan. The plan shall indicate the best time of year for seeding to occur. To facilitate preparation of the plan, the project sponsors shall ensure that, before construction, a botanist (experienced in identifying sensitive plant species in the project area) performs additional preconstruction surveys of the areas to collect more detailed vegetation composition data, including species occurrence, vegetation characterization (e.g., tree diameter size), and percent cover of plant species. Photo documentation shall be used to show pre-project conditions. The minimum weed control and restoration measures and the success criteria to be included in the vegetation restoration plan are described below. **Invasive Weed Control Measures** Invasive weeds readily colonize soils that have been disturbed by grading or other mechanical disturbance. The project sponsors shall incorporate the following measures into the construction plans and specifications to prevent the spread of invasive weeds into nearby areas: (a) Construction equipment shall arrive at the project area free of soil, seed, and plant parts to reduce the likelihood of introducing new weed species. (b) Any imported fill material, soil amendments, gravel, etc., required for construction and/or restoration activities that would be placed within the upper 12 inches of the ground surface shall be free of vegetation and plant material. (c) Certified, weed-free, imported erosion-control materials (or rice straw in upland areas) shall be used exclusively, as applicable (this measure concerns biological material and does not preclude the use of silt fences and other measures). (d) The environmental awareness training program for construction personnel shall include an orientation regarding the importance of preventing the spread of invasive weeds. (e) To reduce the seed bank in weed-dominated ruderal areas, the	Project sponsors, qualified botanist (experienced in identifying sensitive plant species in the project area), and USFWS/CDFW, if necessary.	Ongoing during construction.	Planning Department to review and approve a vegetation restoration plan.	Considered complete after the vegetation restoration plan is reviewed and approved by the Planning Department, after permanently affected areas have been mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW, and after a qualified biologist has monitored the re-vegetated areas for a period of 5 years, or as otherwise determined by the applicable resource agencies.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
contractor shall mow, disk, apply spot-applications of herbicide to weeds, and/or remove weeds, as appropriate (i.e., before seed set and dispersal) and before surface clearing and site preparation. (f) Before tracked and heavy construction equipment leaves the project area, any accumulation of plant debris, soil, and mud shall be washed off the equipment or otherwise removed on-site, and air filters shall be blown out. (g) No invasive species shall be used in any restoration seeding. (h) Implementation of these measures during construction and site restoration activities shall be verified and documented by a biological or environmental monitor. **Minimum Restoration Measures** Restoration areas are portions of the project area that would be disturbed during project-related construction activities but would subsequently be restored to their preconstruction conditions, or better. No soil containing plant materials may be used for revegetation to avoid inadvertent introduction of nonnative plant pathogens like phytophthora (*Phytophthora* sp.). To restore temporarily disturbed areas, the project sponsors shall ensure the following: (a) Native coastal scrub and tidal marshland areas shall be reseeded with a native seed mix or replanted with native stock. (b) For any tree to be removed, RPD and BUILD shall ensure that replacement trees are planted within or in the vicinity of the project area as follows: • Trees shall be replaced within the first year after the completion of construction or as soon as possible in an area where construction is completed, during a favorable time of year as determined by an arborist or biologist with experience in restoration. • Selection of replacement sites and installation of replacement plantings shall be supervised by an arborist or biologist with experience in restoration. Irrigation of tree plantings during the initial establishment period shall be provided as deemed necessary by an arborist or biologist with experience in restoration. • An arborist or biologist with experience in restoration shall monitor new plantings at least once a year for 5 years or as otherwise determined by the applicable resource agencies.				

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• Any replacement plantings installed as remediation for failed plantings shall be planted as stipulated here for original plantings, and shall be monitored for 5 years after installation, or as otherwise determined by the applicable resource agencies.				
Minimum Success Criteria Unless the applicable resource agencies determine that different but equivalent or more stringent criteria should be applied, the success criteria for restoring temporarily disturbed areas shall be as follows: (a) All temporarily disturbed areas shall be restored to approximately their baseline condition. Vegetation cover shall be at least 70 percent of the baseline; that is, absolute cover of the revegetation site shall be no less than 70 percent of the baseline absolute cover of native and naturalized species (i.e., excluding target invasives). Cover in the revegetation site shall contain no more than 10 percent absolute cover of target invasives or no more cover of invasives than the baseline, whichever is greater. (b) Vegetation in restoration areas shall be functional, fully established, and self-sustaining as evidenced by successive years of healthy vegetative growth; observed increase in vegetative cover, canopy cover, and/or plant height; and successful flowering, seed set, and/or vegetative reproduction over the 5-year monitoring period. (c) Revegetation work shall start within 1 year of construction completion. (d) Revegetation shall be monitored at least once a year for 5 years or as otherwise determined by the applicable resource agencies. (e) Individual native trees shall have 65 percent survivorship by the fifth monitoring year. (f) Restoration areas shall be monitored for target invasive plants quarterly in the first 5 years after replanting. If invasive plants are found during the 5-year monitoring period, they shall be removed as necessary to support meeting the cover and vegetation composition success criteria. (g) Monitoring and maintenance shall continue until the minimum success criteria specified in parts (a) through (e) are met, or as otherwise determined by the applicable resource agencies.				
Compensatory Mitigation The project sponsors shall fully compensate for permanent losses of developed open water, open water, seasonal wetland, wetland swale, tidal marsh including areas of bare ground and beach, and nonwetland waters				

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(2.11 acres total) as defined in Table 3.1-5. In addition, the project sponsors shall fully compensate the permanent loss of native coastal scrub (0.77 acre). Compensatory mitigation may occur through the creation of habitat on-site at any of the four project site properties, or through purchase of credits at an off-site mitigation bank. Permanently affected areas shall be mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW.				
Mitigation Measure M-BI-1d: Avoid Ridgway's Rail Habitat During the Nesting Season To the extent feasible, the start of construction activities within 700 feet of Heron's Head Park shall be scheduled to avoid the Ridgway's rail nesting season. The nesting season for Ridgway's rail extends from February 1 through August 31. If construction must occur during the Ridgway's rail nesting season, the following measures shall be implemented: (a) A USFWS-approved protocol-level survey for Ridgway's rail (following the June 2015 USFWS Survey Protocol) shall be conducted in Ridgway's rail habitat (Heron's Head Park) within 700 feet of planned construction activities. (b) If Ridgway's rail activity centers are detected, the findings shall be reported to USFWS and project activities occurring within 700 feet of Ridgway's rail activity centers shall be limited to the period from September 1 through January 31, outside of the Ridgway's rail nesting season.	Project sponsors and a qualified wildlife biologist (if necessary).	Ongoing during construction within 700 feet of Heron's Head Park between February 1 and August 31.	USFWS and Planning Department	If construction activities within 700 feet of Heron's Head Park occurs between September 1 and January 31, M-BI-1d shall be considered complete upon review and approval of construction schedule by Planning Department. If construction activities within 700 feet of Heron's Head Park occurs between February 1 and August 3, M-BI-1d shall be considered complete upon reporting the findings of a USFWS-approved protocol-level survey for Ridgway's rail to USFWS prior to the start of construction.

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Mitigation Measure M-BI-1e: Avoid Nests during Bird Nesting Season To the extent feasible, the start of construction activities shall be scheduled to avoid the nesting season. The nesting season for most birds, including most raptors, extends from February 1 through August 31. If construction must occur during the nesting season, the following measures shall be implemented: (a) Preconstruction surveys for nesting birds shall be conducted by a qualified biologist no more than 14 days before the initiation of construction and demolition activities. During these surveys, the qualified biologist shall inspect all potential nesting habitats (e.g., trees, shrubs, grasslands, and buildings) within 300 feet of impact areas for raptor nests and within 100 feet of impact areas for nests of nonraptors. If an active nest (i.e., a nest with eggs or young, or any completed raptor nest attended by adults) is found sufficiently close to work areas to be disturbed by these activities, the qualified biologist shall determine the extent of a disturbance-free buffer zone to be established around the nest until the young are fledged or the nest is otherwise abandoned as determined by a qualified biologist (typically 250 feet for raptors and 50–100 feet for other species), to ensure that no nests of species protected by the Migratory Bird Treaty Act and California Fish and Game Code would be disturbed during project implementation. (b) If construction activities are not initiated until after the start of the nesting season, potential nesting substrate (e.g., bushes, trees, grasses, and other vegetation) that is scheduled to be removed by the project may be removed before the start of the nesting season (e.g., before February 1) to reduce the potential for initiation of nests.	Project sponsors, construction contractor, and a qualified wildlife biologist (with CDFW/ USFWS consultation, if necessary).	Ongoing during construction between February 1 and August 31.	Contractor/wildlife biologist/Planning Department: Contractor to provide detailed construction schedule to Planning Department to confirm affected activities fall outside nesting season or removal of trees and/or structures occurs outside breeding season. If necessary, wildlife biologist to complete a memorandum detailing the survey effort and results and submit the memorandum to the project sponsors and Planning Department staff within 7 days of survey completion and no more than 14 days before the initiation of construction and demolition activities. Planning Department staff to review and approve report.	If construction would occur outside of nesting bird season, M-BI-1e shall be considered complete upon review and approval of construction schedule by Planning Department. If construction would occur during nesting bird season, M-BI-1e shall be considered complete upon review and approval of nesting surveys by Planning Department.

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Hydrology and Water Quality Mitigation Measures				
Mitigation Measure M-HY-1a: Monitor Turbidity during Construction The project sponsors shall require their construction contractor to monitor turbidity associated with construction of the pier and floating dock and removal of piles and old piers. The contractor shall prepare a turbidity monitoring plan, including product information on monitoring equipment, proposed monitoring locations, and procedures to follow if turbidity increases above background levels. The turbidity monitoring plan shall include the following provisions: (1) Before beginning work, the contractor shall monitor turbidity and light levels at the level of the eelgrass, or other as deemed appropriate by the resource agencies if no eelgrass is present, to establish a baseline. The contractor shall also set buoys out to establish background water quality monitoring points upstream and downstream of the site (based on existing currents and tides at the site). The contractor shall monitor turbidity and light at low, middle, and high tides during typical work hours for several days before beginning work. The project sponsor's contract owner's representative will review and approve the background monitoring station locations before monitoring. (2) During removal of the piles, the contractor shall monitor turbidity and light levels no less than daily or as required by the project's or variant's 401 water quality certification issued by the San Francisco Bay RWQCB or other applicable permits, at the same locations as required for baseline monitoring, as well as within the work area. The contractor shall notify the lead inspector or other on-site individual overseeing the contractor immediately when there is an exceedance of the required water quality criteria (turbidity and light levels) that have been established either in the 401 water quality certification or with the San Francisco Bay RWQCB. If the lead inspector or other identified individual determines, in coordination with the environmental compliance manager, that water quality criteria have been exceeded, demolition activities must cease until turbidity is reduced to meet the criteria. In the event an exceedance occurs, a silt curtain or floating debris booms may be deployed to contain suspended materials and prevent their broader dispersal. The deployment of these additional measures shall be contingent on whether conditions (e.g., water depth, substrate materials, wave action) are appropriate, as determined by the lead inspector.	Project sponsors and construction contractor, through coordination with the RWQCB.	Contractor shall monitor turbidity and light levels of the water prior to receiving a grading, demolition, or excavation permit. Other monitoring activities shall be ongoing during construction.	Planning Department or other City agency, in consultation with the RWQCB, to review and approve the turbidity monitoring plan.	Considered complete when the turbidity monitoring plan has been reviewed and approved by the Planning Department and after the end of construction activities.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-HY-1b: Implement Pile Removal Best Management Practices One of the following two separate procedures shall be utilized to remove piles based on information regarding local sediment conditions: • If there is reason to believe that the sediment is contaminated beyond the typical ambient levels of various in-Bay pollutants other than creosote, which is inferred to be present, the construction contractor shall cut the piling at the mudline. • If there is no reason to believe the sediment is contaminated beyond typical ambient levels, the contractor shall attempt to remove each piling in its entirety by pulling the piling straight out. The decision regarding the method of removal also depends on the condition of the piling. Generally, the construction contractor shall be prohibited from using vibration or a back-and-forth, rocking movement intended to snap the piling because this generally increases turbidity. Moreover: • If, before the contractor attempts to remove an entire piling, visual inspection of the pilings indicates that the pilings lack the necessary integrity to be pulled without splintering, crumbling, or otherwise disintegrating, the contractor shall instead cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. • If, during attempts to use direct pulls on the piling to remove it, the piling breaks at a level higher than 2 feet below the mudline, the contractor shall cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. Because the condition of the piles' structural integrity is not fully nor precisely known, RPD or, for the 700 Innes property, BUILD shall investigate pile integrity after submitting the various permitting documents to the regulatory agencies. A brief memorandum on that investigation (referred to below as the "removal memo") shall be delivered to the agencies to inform them of the pile conditions and the expectation of whether pilings can be removed by pulling without crumbling. The following practices shall be followed during pile removal efforts: • Pilings and other debris may be removed from land or require removal from the water using barge-mounted equipment. For non-land-based removal of piles, the following measures shall be implemented to the extent feasible:	Project sponsors and construction contractor, RWQCB, USACE.	Ongoing during pile removal activities.	Planning Department or other City agency, in consultation with the RWQCB, USACE, or U.S. Coast Guard, to review and approve the methodology for the post-demolition diver survey.	Considered complete after the Planning Department has reviewed and approved the post-demolition diver survey results.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– Removal of the pilings and other debris shall be carried out using an excavator mounted on a shallow-draft barge equipped with both grappling and shearing attachments. Shallow-draft barges generally require at least 5 feet of water above the sea floor or any submerged debris. Depending on specific site conditions and the construction barge chosen, it may be possible to float the barge into position at high tides, let it settle on the intertidal mudflats to continue working at low tides, and then be lifted by the next high tide. – Existing eelgrass or oyster beds shall be avoided. – The barge shall be designed to prohibit sediment or debris from falling back into the water. The work surface on the barge deck shall include a containment basin for piles, concrete, and any mud or sediment removed during pulling. Upon removal from substrate, the piles shall be moved expeditiously from the water into the containment basin. – When depths limit access to barges or sensitive resources are present, piles may be manually cut by divers using a pneumatic or hydraulic saw or shears. – Once the piles are cut, they may be towed out to deeper water to a waiting barge or to a landside staging area for loading and removal. • The holes left after pile removal shall not be actively filled. Attempting to fill the holes would lead to increased sediment disturbance and unnecessary increases in turbidity. It is expected that sediment deposition will rapidly fill in any holes that are left. • The removed piles, as well as any decking or other materials, shall be loaded onto a barge and/or transported back to the contractor's staging area where the concrete shall be separated from the other materials and recycled or disposed of off-site as appropriate at a permitted facility. • Once the removed debris is on land, the pilings and planks shall be cut to 5-foot lengths and dried out before being hauled to a landfill for disposal. • The removed piles shall be placed into containment basins that will collect the water, residual creosote, and other materials that may drain off of them. The collected water will eventually evaporate, and the residual creosote and other materials shall be placed into barrels for disposal at an appropriate Class 2 landfill. • The removal method(s) utilized for each site shall be described in the removal memo.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Jetting away the sediments around the piles is prohibited. Where the method selected is expected to generate concrete chips or dust in the water, a special curtain shall be deployed around the individual pile so the contractor may capture any concrete pieces for off-site disposal. • Intentional breaking of timber piles above the mudline is prohibited. • The piles shall not be shaken, hosed off, stripped or scraped off, or left hanging to drip, nor shall any other action be taken with the intent of cleaning or removing adhering material from the pile. • Any sediment accumulated from the pile removal operations shall be assumed to contain creosote and shall be contained and eventually tested and disposed off-site in an appropriate landfill. • Upon completion of demolition and removal of the pilings (and any associated wharfing or decking), the contractor shall perform a post-demolition diver survey in the project area. The survey shall document the quantity and type of pilings stubs above the mudline and the condition of the Bay floor, and shall identify the quantities and types of debris from previous operations and/or from the demolition activities that remain on the Bay floor. • The contractor shall submit the results of the survey to RPD or, for the 700 Innes property, to BUILD for approval, with descriptions of its approach to removal of the piling stubs and debris. RPD (or BUILD) may elect to leave some debris in place if it has established eelgrass growing on it. After this submittal is approved, the contractor can proceed with removal of piling stubs and debris. • Identified piling stubs shall be cut off at 2–3 feet below the mudline if possible. • Bay floor debris including fallen timber piles, steel piping, concrete, and other miscellaneous items shall be removed as they are encountered during demolition activities. • All Bay floor debris within the project limits that is not treated with creosote shall be removed unless such removal would involve disturbing eelgrass. Timber piles that are not shown on the design plans but are encountered during operations shall be removed. Other items not shown on the design plans or mentioned in the specifications, but that are encountered during the contractor's operations, shall be brought to the attention of the lead engineer. The lead engineer shall determine the disposition of the items. • All removed debris shall be transported to the contractor's staging area and recycled or disposed at a permitted landfill facility.				

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NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• The contractor owner shall confirm that Bay floor debris has been removed by conducting a post-construction side-scan sonar study. • Existing concrete slabs and concrete debris along the shoreline shall be left in place to avoid destabilizing the embankment. All other timber and metal debris along shoreline shall be removed and disposed. • The following BMPs shall be used to prevent the release of hazardous wastes and minimize creosote release, sediment disturbance, and generation of total suspended solids during demolition operations: – Install a floating surface boom to capture floating surface debris. – Keep all equipment (e.g., bucket, steel cable) out of the water and grip piles above the waterline. – Slowly lift the pile from the sediment and through the water column. – Dispose of all removed timber piles, floating surface debris, sediment spilled on work surfaces, and all containment supplies at a permitted upland disposal site that accepts creosote-treated wood and materials contaminated with creosote. • The following BMPs shall be implemented by the construction contractor for handling creosote-containing materials, spill prevention and containment, erosion and sedimentation prevention, and monitoring requirements: – During demolition activities, a floating boom and skirt shall be deployed around the project site and absorbent booms and pads shall be provided on marine vessels on-site. – Silt fences, straw wattles, and other measures determined appropriate for erosion and sediment control shall be implemented in upland areas. – Waste at the demolition site, such as discarded demolition materials, chemicals, litter, and sanitary waste, shall be properly controlled. – Vessel fueling shall be required at the contractor's staging area or at an approved docking facility. No cross-vessel fueling shall be allowed. Marine vessels generally shall contain petroleum products within tankage that is internal to the hulls of the vessels. All deck equipment shall be equipped with drip pans to contain leaks and spills. All fuels and lubricants aboard the work vessels shall have a double containment system. Chemicals used in the project area and on marine vessels shall be stored using secondary containment.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-HY-1c: Use Clamshell Dredges To reduce resuspension of sediments and impacts on water quality when conducting dredging activities, clamshell dredges shall be used for all dredging activities. Using clamshell dredges causes dredged material to descend rapidly through the water column to the Bay bottom, with only a small amount of sediment remaining suspended, thus resulting in minimal turbidity impacts.	Project sponsors and construction contractor.	Prior to obtaining a grading, excavation, and demolition permit, and ongoing during construction.	Planning Department or other City agency to ensure compliance with this measure prior to approving a grading, excavation, and demolition permit.	Considered complete once the project sponsors and contractor demonstrate to the satisfaction of the Planning Department that Clamshell Dredges will be used.
Hazards and Hazardous Materials Mitigation Measures				
Mitigation Measure M-HZ-2a: Prepare and Implement a Site Mitigation Plan for Areas Above the Mean High-Water Line Before obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line, the project sponsors shall comply with the requirements of San Francisco Health Code Article 22A, by causing a qualified person to prepare and submit a site mitigation plan to DPH for review and approval. The project sponsors shall implement the approved site mitigation plan. At a minimum, the site mitigation plan shall: • Establish appropriate site-specific cleanup targets, to be reviewed and approved by DPH, that are protective of human health and environment based on the proposed future land use(s). At a minimum, these targets shall be equal to, or more protective, than the following: – For the India Basin Shoreline Park, 900 Innes, and India Basin Open Space properties: The HHSLs (for land to be used for recreational purposes) or the EHSLs (for land to be used for tidal marsh or wetlands) as established in the draft site mitigation plan (RPD, 2017a). – For the 700 Innes property: San Francisco Bay RWQCB ESLs for residential use. • Delineate the extent of soil and/or groundwater contamination at levels exceeding the plan's cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The site mitigation plan should include figures and drawings showing areas and depths of soil excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A, including:	Project sponsors and construction contractor.	Prior to obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line.	Department of Public Health to review and approve the plans listed in M-HZ-2a.	Considered complete once the final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– Removal of soil and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul. – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. The tracking of dirt by trucks leaving the project site shall be minimized by cleaning the wheels upon exit and cleaning the loading zone and exit area as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil, followed by a cap of clean soil or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan (HASP) to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
regular health and safety meetings, and to the project sponsors. The HASP shall be submitted to DPH at least 2 weeks before the beginning of construction activities. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan. • Require preparation of a deep foundation plan that will specify construction and soil handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of required construction-related documents, including odor and noise control measures and a SWPPP. • Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction, and that complies with San Francisco Health Code Article 22B. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Include a commitment to prepare and certify a final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.				
Mitigation Measure M-HZ-2b: Prepare and Implement a Nearshore Sediment and Materials Management Plan for Areas Below the Mean High-Water Line Before obtaining a permit for any work Bayward of the MHW line, the project sponsors and their construction contractors shall prepare and implement a nearshore sediment and materials management plan. The plan shall identify, as appropriate, such measures as sediment excavation, containment, or treatment of the hazardous materials, monitoring and follow-up testing, and procedures for safe handling and transportation of any materials removed from the nearshore. This plan shall be submitted to the relevant permitting agencies for their review and approval, before work begins below the MHW line. The plan shall: • Establish appropriate site-specific cleanup targets for nearshore sediment that are protective of tidal marsh habitat. The cleanup targets must be approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency. At a minimum, these targets shall be equal to, or more protective, than the EHSLs established in the draft site mitigation plan (RPD, 2017a). • Delineate the extent of nearshore sediment contamination at levels exceeding the plan's cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The plan should include figures and drawings showing areas and depths of sediment excavation or treatment, waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A of the San Francisco Health Code, including: – Removal of sediments and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul.	Project sponsors and construction contractors.	A nearshore sediment and materials plan shall be prepared prior to obtaining any permit from the City for development activities involving work Bayward of the MHW line.	San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency shall review and approve the nearshore sediment and materials management plan. A licensed industrial hygienist shall review and approve a HASP. BAAQMD shall review and approve an asbestos dust mitigation plan for India Basin Shoreline Park.	Considered complete once the HASP, asbestos dust mitigation plan, and nearshore sediment and materials management plan is reviewed and approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency, and after the final project report documenting implementation of the nearshore sediment and materials management plan and its provisions is reviewed by these agencies.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-removal confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated sediments, followed by a cap of clean sediments or hard surface materials; operation and maintenance protocols for any disturbance of contaminated sediments; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529. • Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP. • Require preparation of a deep foundation plan that will specify construction and sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying sediments or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures,. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan. • Include a commitment to prepare and certify a final project report documenting implementation of the nearshore sediment and materials management plan and its provisions after completion of site earthwork has been completed and any required mitigating measures have been installed.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-HZ-2c: Prepare and Implement a Remedial Action Plan for the 900 Innes Property Before obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan approved by the San Francisco Bay RWQCB. The RAP must specify the actions that will be implemented to remediate the significant environmental or health and safety risks caused or likely to be caused by the presence of the identified release of hazardous materials in light of project activities. All recommendations of the RAP that affect project design shall be implemented and incorporated into the detailed design of the proposed project or variant. As appropriate and consistent with requirements in San Francisco Health Code Articles 22A and 22B and San Francisco Bay RWQCB standards, the plan and its implementation shall at a minimum: • Establish appropriate site-specific cleanup targets that are protective of human health and the environment, based on the proposed future land use(s). At a minimum, the cleanup targets shall be equal to or more protective than the remedial action goals established in the conceptual RAP (RPD, 2017f). In the conceptual RAP, remedial action goals for upland areas are based on HHSL for recreation use; remedial action goals for offshore sediments are based on a review of COPCs identified at the property, comparative ecological screening values, and published action goals that have been adopted at other nearby tidal restoration projects. • Delineate the extent of soil, sediment, and/or groundwater contamination at levels exceeding the plan's cleanup targets. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The RAP should include figures and drawings showing areas and depths of soil and sediment excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, including: – Removal of soil, sediment, and other materials shall be performed by a licensed engineering contractor with a Class A license and hazardous substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic	Project sponsor of the 900 Innes property and construction contractor.	Prior to obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan.	San Francisco Bay RWQCB shall review and approve the remedial action plan.	Considered complete once the final project report documenting implementation of the remedial action plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
sheeting pending relocation, segregation, or off-haul. – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil/sediment, followed by a cap of clean soil/sediment or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils/sediment; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP. • Require preparation of a deep foundation plan that will specify construction and soil/sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil/sediment or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan. • Include a commitment to prepare and certify a final project report documenting implementation of the RAP and its provisions after site earthwork has been completed and any required mitigating measures have been installed.				

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Aesthetics Improvement Measure				
Improvement Measure I-AE-1: Prepare and Implement Construction Staging, Access, and Parking Plan to Reduce Impacts on Visual Character/Quality During Construction. As an improvement measure to further reduce impacts of project construction activities on the visual character/quality of the site, construction documents should require all construction contractors to provide for the cleanliness of construction equipment stored or driven outside of the limits of the construction work area. Construction equipment, including equipment used for staging, should be parked on the project site. Staging areas should be screened from view at street level with solid wood fencing or a green fence for areas under construction for extended periods of time. Before the issuance of building permits, the project sponsors (through the construction contractor[s]) should submit a construction staging, access, and parking plan to the San Francisco Department of Building Inspection for review and approval. Construction worker vehicles should not be parked at on-street parking spaces.	Project sponsor and contractor	Before the issuance of building permits and during construction.	Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities have ended.
Transportation and Circulation Improvement Measures				
Improvement Measure I-TR-2V: Reconfigure Southbound Approach at Jennings Street/Evans Avenue/Middle Point Road under the Variant To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the southbound Jennings Street approach of the Jennings Street/Evans Avenue/Middle Point Road intersection to include a 100-foot left-turn pocket. Adding this turn pocket to the intersection would require that SFMTA restrict parking along the west side of Jennings Street, resulting in the removal of approximately five parking spaces. The project sponsors should fund their fair-share cost of the design and implementation of this improvement. Responsibility for funding the implementation of the improvement measure under the variant would be based on the relative contribution of each of the four project site properties to the increase in traffic volumes at the intersection. At this	SFMTA, in coordination with FivePoint (developer of the Shipyard project)	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-TR-2V	SFMTA	Project sponsor's obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property. FivePoint (developer of the Shipyard project) has committed to signalizing the intersection as part of the Shipyard project, and the improvements described above should be coordinated with this effort. Should the changes required at this location as part of the Shipyard project be completed before a decision to implement the proposed left-turn pocket, the project sponsors would be responsible for funding and implementing the improvement measure.				
Improvement Measure I-TR-6: Implement Queue Abatement Strategies It should be the responsibility of the owner/operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces (excluding loading and carshare spaces) to ensure that recurring vehicle queues do not occur regularly on the public right-of-way. A vehicle queue is defined as one or more vehicles (destined to the parking facility) blocking any portion of any public street, alley, or sidewalk for a consecutive period of three minutes or longer on a daily or weekly basis. If a recurring queue occurs, the owner/operator of the parking facility should employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable). Suggested abatement methods include, but are not limited to, the following: redesign of facility to improve vehicle circulation and/or on-site queue capacity; employment of parking attendants; installation of "LOT FULL" signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of off-site parking facilities or shared parking with nearby uses; use of parking occupancy sensors and signage directing drivers to available spaces; travel demand management strategies such as additional	Property owner/garage operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces, and Planning Department.	On-going through the life of the project.	The owner/operator of the parking garage and the Planning Department.	On-going through the life of the project.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
bicycle parking, customer shuttles, or delivery services; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking. If the Planning Director, or his or her designee, reasonably believes that a recurring queue is present, the Planning Department should notify the property owner in writing. The Property Owner would have no less than 45 days to take reasonable measures to abate the queues. If, after 45 days, the Planning Director, or his or her designee, reasonably believes, upon further examination, that the abatement measures have not been effective, then the Planning Director may suggest additional measures or may request that the owner/operator hire a qualified transportation consultant to evaluate the conditions at the site for no less than 7 days. The consultant would prepare a monitoring report to be submitted to the Planning Department for review. If the Planning Department determines that a recurring queue does exist, the facility owner/operator would have 90 days from the date of the written determination to implement measures to abate the queue.				
Improvement Measure I-TR-7: Implement an Active Loading Management Plan If the project sponsor for the 700 Innes property proposes to provide fewer loading spaces than required under the Special Use District (SUD) for the proposed project or variant, the project sponsor should, at their discretion, develop an Active Loading Management Plan for review and approval by the Planning Department to address operational loading activities. The Active Loading Management Plan would facilitate efficient use of loading spaces and may incorporate the following ongoing actions to address potential ongoing loading issues: • Direct residential and commercial tenants to schedule all move-in and move-out activities and deliveries of large items (e.g., furniture) with the management for their respective building(s). • Direct commercial and retail tenants to schedule deliveries, to the extent feasible. • Reduce illegal stopping of delivery vehicles by directing	Project sponsor for 700 Innes, building operator, Planning Department, and SFMTA.	If implemented, the final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage.	The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward.	If implemented, monitoring of the Final Active Loading Management Plan would be required until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
building lobby attendants and retail tenants to notify any illegally stopped delivery personnel (i.e., in the red zones) that delivery vehicles should be parked in the on-street commercial loading spaces. • Design the loading areas to include sufficient storage space for deliveries to be consolidated for coordinated deliveries internal to project facilities (i.e., retail and residential). • Design the loading areas to allow for unassisted delivery systems (i.e., a range of delivery systems that eliminate the need for human intervention at the receiving end), particularly for use when the receiver site (e.g., retail space) is not in operation. Examples include the receiver site providing a key or electronic fob to loading vehicle operators, which enables the loading vehicle operator to deposit the goods inside the business, or in a secured area that is separated from the business but accessible from a public ROW. A final Active Loading Management Plan and all subsequent revisions, if implemented, would be reviewed and approved by the Planning Department. The Final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage. The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals. The content of the evaluation report would be determined by Planning Department staff, in consultation with SFMTA, and generally may include an assessment of on-site and on-street loading conditions, including actual loading demand, observations of loading operations, and an assessment of how the project meets this improvement measure. The evaluation report would be reviewed by Planning Department staff, who would make the final determination whether there are conflicts associated with loading activities. In the event of such conflicts, the project sponsors may propose modifications to the above Final Active Loading Management				

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Plan requirements to reduce conflicts and improve performance under the Plan (such as hour and day restrictions or restrictions on the number of loading vehicle operations permitted during certain hours). The project sponsors would submit any proposed modifications to the Plan for review and approval by the Planning Department.				
Improvement Measure I-TR-10: Implement Construction Management Strategies As an improvement measure to further reduce impacts of project construction activities, the project sponsors should implement the following measures: • **Prepare a Traffic Control Plan for Construction.** To reduce potential conflicts between construction activities and pedestrians, transit, and automobiles during construction activities, the project sponsors should require that the construction contractor(s) prepare a traffic control plan for major phases of construction (e.g., demolition, construction, or renovation of individual buildings). The project sponsors and their construction contractor(s) should meet with relevant City agencies to coordinate feasible measures to reduce traffic congestion during major construction phases, including temporary relocation of transit stops and other measures to reduce potential traffic and transit disruption and to ensure bicycle and pedestrian safety in the immediate vicinity of the project site. For any work within the public right-of-way, the contractor would be required to comply with SFMTA's Regulations for Working in San Francisco Streets, which establish rules and permit requirements to assure that construction activities are completed safely and with the least possible interference with pedestrians, bicyclists, transit, and vehicular traffic. [The construction time frames of the major phases may overlap with those of other development projects adjacent to the project site. Should overlapping occur, the project sponsors should coordinate with City agencies through the Transportation Advisory Staff Committee and the adjacent developer(s) to minimize the severity of any disruption to adjacent land uses and transportation facilities by overlapping construction-related transportation impacts. The project	Project sponsors and construction contractor.	The traffic control plan(s) would be prepared prior to each major phase of construction. Provisions to require contractors to adopt measures to reduce single-occupant vehicle mode share among construction workers would be included as part of construction contracts. Updates on project construction for nearby residents and adjacent businesses would be conducted on a regular basis via a newsletter and/or website.	SFMTA	Project sponsor's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
sponsors, in conjunction with the adjacent developer(s), could propose a construction traffic control plan that includes measures to reduce potential construction traffic conflicts to the extent feasible and commercially reasonable in light of noise regulations, labor and contract requirements, available daylight hours, and critical-path construction schedules. The plan could include measures such as coordinating material drop-offs and offering collective worker parking and transit to the job site. • **Reduce Single-Occupant-Vehicle Mode Share for Construction Workers.** To minimize parking demand and vehicle-trips by construction workers, the project sponsors should require that the construction contractor include methods in the construction traffic control plan to encourage workers to walk, bicycle, carpool, or use transit to access the project site. • **Provide Project Construction Updates to Adjacent Residents and Businesses.** To minimize construction impacts on access for nearby residences, institutions, and businesses, the project sponsors should provide regular updates on project construction to nearby residents and adjacent businesses via a newsletter and/or website. The updates could describe construction activities, peak construction vehicle activities (e.g., concrete pours), and travel lane closures.				
Improvement Measure I-C-TR-1: Reconfigure Eastbound Approach at Jennings Street/Evans Avenue/Middle Point Road To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under either the proposed project or the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the eastbound Evans Avenue approach of the Jennings Street/Evans Avenue/Middle Point Road intersection from one 100-foot left-turn pocket, one shared through/left lane, and one shared through/right lane to one 100-foot left turn pocket, one through lane, and one shared through/right lane. No additional right-of-way would be required to implement this improvement. The project sponsors should fund their fair-share cost of the design and implementation of this improvement.	SFMTA.	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-C-TR-1.	SFMTA	Project sponsors' obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Responsibility for funding the implementation of this improvement measure would be based on the relative contribution of each of the four properties to the increase in traffic volumes at the intersection. At this location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property. This improvement is feasible pending endorsement and subsequent funding commitment from SFMTA.				

EXHIBIT R

Workforce Agreement

EXHIBIT R

WORKFORCE AGREEMENT

FOR PROPERTY AT INNES BETWEEN EARL AND GRIFFITH STREETS

(India Basin)

TABLE OF CONTENTS

Page

A. DEFINITIONS 2

B. CONSTRUCTION WORK 4

1. Application 4

2. Local Hiring Requirements 4

3. First Source Hiring Program for Construction Work 4

4. Local Business Enterprise Requirements 5

5. Obligations; Limitations on Liability 5

C. GENERAL PROVISIONS 6

1. Enforcement 6

2. Third Party Beneficiaries 6

3. Flexibility 6

4. Exclusivity 7

D. DISPUTE RESOLUTION 7

1. Meet and Confer 7

2. Arbitration 7

Attachment A-1	First Source Hiring Agreement for Operations
Attachment A-2	First Source Hiring Agreement for Construction
Attachment B	Local Hiring Requirements
Attachment C	LBE Utilization Plan
Attachment D	Dispute Resolution

INDIA BASIN WORKFORCE AGREEMENT

I. Project Background. The development plan for the Project Site under the Development Agreement provides for the development of a new mixed-use urban village composed of market rate and affordable residential uses, office, retail, as well as new Infrastructure and Parks and Opens Spaces. Construction work under the Development Agreement will include development of Developer Property, as well as construction by Developer of a series of contiguous, integrated waterfront parks on City-owned property, including the India Basin Open Space and the Big Green. The ownership map attached shows those areas of the Project that will be owned by Developer during construction (the "**Developer Property**") and those areas that will be conveyed to the City for Infrastructure and for parks and open space in connection with the public trust exchange contemplated under the Development Agreement (the "**City Property**").

This Workforce Agreement sets forth the activities Developer shall undertake, and require their Construction Contractors, Consultants, Subcontractors, Subconsultants, and Commercial Tenants, as applicable, to undertake, to support workforce development in the construction of the Project and end use phases of the Project Site as required under this Workforce Agreement.

II. Purpose of the Workforce Agreement. This Workforce Agreement sets forth the employment and contracting requirements for the construction and operation of the Project. This Workforce Agreement has been jointly prepared by the City and Developer (on behalf of itself and its successors), in consultation with others including OEWD and other relevant City Agencies.

The purpose of this Workforce Agreement is to ensure training, employment and economic development opportunities are part of the development and operation of the Project. This Workforce Agreement creates a mechanism to provide employment and economic development opportunities for economically disadvantaged persons and San Francisco residents. The City and Developer agree that job creation and equal opportunity contracting opportunities in all areas of employment are an essential part of the redevelopment of the Project Site. The City and Developer agree that it is in the best interests of the Project and the City for a portion of the jobs and contracting opportunities to be directed, to the extent possible based on the type of work required, and subject to collective bargaining agreements, to local, small and economically disadvantaged companies and individuals whenever there is a qualified candidate.

This Workforce Agreement identifies goals for achieving this objective and outlines certain measures that will be undertaken in order to help ensure that these goals and objectives are successfully met. In recognition of the unique circumstances and requirements surrounding the Project, OEWD and Developer have agreed that this Workforce Agreement will constitute the exclusive workforce requirements for the Project.

This Workforce Agreement requires the following:

- Permanent Employers that occupy more than 25,000 gsf of space for Commercial Activity to enter into a First Source Hiring Agreement (in the form attached as Attachment A-1) in compliance with the operational requirements of Administrative Code Chapter 83. Developer shall also

include in such Contracts provisions that require Lessees and Service Providers to identify a single point of contact and contact OEWD's Business Services team to discuss its obligations under the First Source Hiring Agreement.

- Developer to enter into a First Source Hiring Agreement for Construction Work on Covered Operations, in the form attached as Attachment A.

- Developer to meet the hiring and Apprenticeship goals applicable to certain construction work for Local Residents and Disadvantaged Workers for Covered Projects on City Property, as set forth in Attachment B (Local Hiring Requirements).

- Developer to meet the utilization and outreach goals applicable to certain construction work for Local Business Enterprises, as set forth in Attachment C (LBE Utilization Plan).

- The Project to fund certain job readiness and training programs run by CityBuild.

The foregoing summary is provided for convenience and for informational purposes only. In case of any conflict between this Workforce Agreement and the Development Agreement, the provisions of this Workforce Agreement shall control.

III. Workforce Agreement.

A. DEFINITIONS

The following terms specific to this Workforce Agreement have the meanings given to them below or are defined where indicated. Other initially capitalized terms are defined in the Development Agreement. This Workforce Agreement and all Workforce-Development Plan-specific definitions will prevail over the Development Agreement in relation to the rights and obligations of Developers with respect to workforce development. All references to the Development Agreement include this Workforce Agreement unless explicitly stated otherwise.

"**Apprentice**" means any worker who is indentured in a construction apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.

"Apprenticeship" shall mean a work experience that combines formal job-related technical instruction with structured on-the-job learning experiences. Apprentices are hired by employer at outset of training program, and the training program is pre-approved by the US Department of Labor (USDOL) or California Division of Apprenticeship Standards (DAS). Apprentices receive progressive wages commensurate with their skill attainment throughout an apprenticeship training program. Upon successful completion of all phases of on-the-job learning and related instruction components, Apprentices receive nationally recognized certificates of completion issued by the USDOL or DAS.

"**Building**" means each of the existing, modified and new buildings to be constructed on the Project Site under the SUD.

"**Chapter 83**" is defined in Section III.D.2.

"**Commercial Activity**" means retail sales and services, restaurant, hotel, education and office uses, technology and biotechnology business, and any other non-profit or for-profit commercial uses permitted under the SUD that are conducted within a Building.

"**Construction Contractor**" means a construction contractor hired by or on behalf of Developer who performs Construction Work on the Project Site or other construction work otherwise covered under the LBE Utilization Plan or First Source Hiring Agreement for Construction (in the form of Attachment A-3).

"**Construction Work**" means, as applicable, (a) the initial construction of all Public Improvements, (b) the initial construction of Privately-Owned Community Improvements, (c) the initial construction of all Buildings to be carried out by a Developer under the Development Agreement, and (d) initial tenant improvement work for all Buildings. For the avoidance of doubt, Construction Work for Buildings shall not include any repairs, maintenance, renovations or other construction work performed on the Building after the City issues the last Certificate of Occupancy for the entirety of the applicable Building, including all initial tenant spaces..

"**Construction Workforce Requirements**" is defined in Section III.C.1.

"**Consultant**" is defined in Attachment C.

"**Covered Operations**" means (i) Commercial Activity which results in the expansion of entry and apprentice level positions that are located within a newly constructed Building or an addition, or alteration thereto, where the Building (or addition or alteration thereto) contains more than 25,000 gross square feet in floor area, and (ii) the operation of a Residential Project containing more than 25,000 square feet or more than 10 Residential Units. Covered Operations do not include (a) any operations or activities conducted by tenants, subtenants or owners of Residential Units, (b) Residential Projects containing less than 25,000 square feet or fewer than 10 dwelling units, (c) Buildings containing less than 25,000 square feet, and (d) activities or operations conducted by tenants, subtenants and other occupants of less than 25,000 gross square feet of sublease space within a Building. Covered Operations are limited to the period that starts at the initial certificate of occupancy for the applicable space and ends on the date that is 10 years of operations thereafter.

"Developer" means each and every Developer under the Development Agreement, including any Developer of a Building. For purposes of the initial tenant improvements within a Building, Developer shall mean the property owner or tenant that is responsible for the initial tenant improvements.

"**Disadvantaged Worker(s)**" is defined in Attachment B.

"**Final, Binding and Non-Appealable**" means 90-days after the subject approval, or if a third party files an action challenging the approval during such 90-day period, thirty days after the final judgment or other resolution of the action or issue.

"**FSHA**" means the City's First Source Hiring Administration.

"**Horizontal Improvements**" means the (a) the initial construction of all Public Improvements, and (b) the initial construction of Privately-Owned Community Improvements.

"**Local Business Enterprise(s)**" or "**LBE**" means a firm that has been certified as an LBE as set forth in Administrative Code Chapter 14B (Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance).

"**Local Resident(s)**" is defined in Attachment C.

"**OEWD**" means the City's Office of Economic & Workforce Development.

"**OLSE**" means the City's Office of Labor Standards Enforcement.

"**Operations Workforce Requirements**" is defined in Section D.1.

"**Permanent Employer**" means each employer in a Covered Operation.

"**Referral**" shall mean a member of the Workforce System who has participated in an OEWD workforce training program.

"**Subconsultant**" is defined in Attachment C.

"**Subcontractor**" is defined in Attachment A3.

"**Threshold Amount**" is defined in Section 6.1 of the Administrative Code.

B. CONSTRUCTION WORK

1. **Application**. Developer and Construction Contractors shall comply with the applicable provisions of this **Section III.B.1** (the "**Construction Workforce Requirements**") during construction of Horizontal Improvements and Buildings.

2. **Local Hiring Requirements**. Developer and Construction Contractors (and their subcontractors regardless of tier) must comply with the Local Hiring Requirements set forth on Attachment B attached with respect to Covered Projects (as defined therein) on City Property.

3. **First Source Hiring Program for Construction Work**. Developer performing Construction Work on any Covered Operations, that is not subject to the Local Hiring Requirements, will enter into a Memorandum of Understanding with the City's First Source Hiring Administration in the form attached as Attachment A under which Developer must include in their contracts with Construction

Contractors for Construction Work a requirement that the applicable Construction Contractor enter into a First Source Hiring Agreement in the form attached as Exhibit A, and to provide a signed copy of the relevant Form exhibits to the FSHA.

4. **Local Business Enterprise Requirements.** Developer and their respective Contractors and Consultants (as defined in Attachment C) must comply with the Local Business Enterprise Utilization Program set forth in Attachment C .

5. **Obligations; Limitations on Liability**. Developer shall use good faith efforts, working with the OEWD or its designee, to enforce the applicable Construction Workforce Requirements with respect to its Construction Contractors (as defined above), Contractors and Consultants (as defined in Attachment C), and each Construction Contractor, Contractor and Consultant, as applicable, shall use good faith efforts, working with OEWD or its designee, to enforce the Construction Workforce Requirements with respect to its Subcontractors and Subconsultants (regardless of tier). However, Developer shall not be liable for the failure of their respective Construction Contractors, Contractors and Consultants, and Construction Contractors, Contractors and Consultants shall not be liable for the failure of their respective Subcontractors and Subconsultants.

6. **Prevailing Wages and Working Conditions.** Certain contracts for work at the Project Site may be public works contracts if paid for in whole or part out of public funds, as the terms "public work" and "paid for in whole or part out of public funds" are defined in and subject to exclusions and further conditions under California Labor Code sections 1720 1720.6. In connection with the Project, Developer shall comply with all California public works requirements as and to the extent required by State law. In addition, Developer agrees that all workers performing labor in the construction of public works or Public Improvements that will be dedicated to the City acceptance under this Agreement will be: (1) pay workers performing that work not less than the Prevailing Rate of Wages as defined in Administrative Code section 6.22 and established under Administrative Code section 6.22(e), (2) provide the same hours, working conditions, and benefits as in each case are provided for similar work performed in San Francisco County in Administrative Code section 6.22(f), and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61. Any contractor or subcontractor performing a public work or constructing Public Improvements must make certified payroll records and other records required under Administrative Code section 6.22(e)(6) available for inspection and examination by the City with respect to all workers performing covered labor. OLSE enforces labor laws, and OLSE shall be the lead agency responsible for ensuring that prevailing wages are paid and other payroll requirements are met in connection with the work, as more particularly described in the Workforce Agreement.

C. PROJECT OPERATIONS

1. **Application**. Covered Operations within the Project will be subject to the applicable First Source Hiring Requirements set forth in this Section (collectively, the "**Operations Workforce Requirements**").

2. **First Source Hiring Program for Operations**. Each Developer of Commercial Space will ensure compliance with the operational requirements of Administrative Code Chapter 83 ("**Chapter 83**"). Compliance with Chapter 83 will be achieved by the following: (i) Developer will include in all lease, subleases or other occupancy contracts for Covered Operations (each, a **"Commercial Lease**"), a requirement that the Commercial Tenant enter into a FSHA Operations Agreement in the form in Attachment A-1; (ii) Developer will provide the executive(s) contact information within 10 days of execution of, or, if available, prior to execution of the applicable Commercial Lease, and will provide updated contact information annually thereafter; and (iii) With the execution of each applicable Commercial Lease, Developer will provide information and require the tenant to notify OEWD Business Services.

D. WORKFORCE JOB READINESS AND TRAINING FUNDS

The Project, using CFD (as defined in the Financing Plan) funds, will make up to Seven Hundred Fifty Thousand Dollars ($750,000) available to pay for apprenticeship and job training programs and/or grants focused on landscapping, sustainability, and building maintenance work for the India Basin parks and open spaces.

E. GENERAL PROVISIONS

1. **Enforcement**. OEWD shall have the authority to enforce the Construction Workforce Requirements and the Operations Workforce Requirements. OEWD staff agree to work cooperatively to create efficiencies and avoid redundancies and to implement this Workforce Agreement in good faith, and to work with all of the Project's stakeholders, including Developer, and Construction Contractors (and Subcontractors) and Permanent Employers, in a fair, nondiscriminatory and consistent manner.

2. **Third Party Beneficiaries**. Each contract for Construction Work and Covered Operations shall provide that OEWD shall have third party beneficiary rights thereunder for the limited purpose of enforcing the requirements of this Workforce Agreement applicable to such party directly against such party.

3. **Flexibility**. Some jobs will be better suited to meeting or exceeding the hiring goals than others, hence all workforce hiring goals under a Construction Contract will be cumulative, not individual, goals for that Construction Contract or Permanent Employer. In addition, Developer shall have the right to reasonably spread the workforce goals, in different percentages, among separate Construction Contracts so long as the cumulative goals among all of the Construction Contracts at any given time meet the requirements of this Workforce Agreement. The parties shall

make such modifications to the applicable First Source Hiring Agreements consistent with Developers' allocation. This acknowledgement does not alter in any way the requirement that Developer, Construction Contractors and Permanent Employers comply with good faith effort obligations to meet their respective participation goals for the Construction Work and Covered Operations.

4. **Exclusivity**. In recognition of the unique circumstances and requirements surrounding the Project, OEWD and Developer have agreed that this Workforce Agreement will constitute the exclusive workforce requirements for the Project. Without limiting the generality of the foregoing, if the City implements or modifies any workforce development policy or requirements after the date of this Workforce Agreement, whether relating to construction or operations, that would otherwise apply to the Project and Developer asserts that such change as applied to the Project would be prohibited by the Development Agreement (including an increase in the obligations of Developer or its contractors under any provisions of the Development Agreement), then the parties shall resolve the issue through the Dispute Resolution procedures of Section III.F below.

F. DISPUTE RESOLUTION.

1. **Meet and Confer**. In the event of any dispute under this Workforce Agreement (including, without limitation, as to compliance with this Workforce Agreement), the parties to such dispute shall meet and confer in an attempt to resolve the dispute. The parties shall negotiate in good faith for a period of 10 business days in an attempt to resolve the dispute; provided that the complaining party may proceed immediately to the Arbitration Provisions of Attachment D (Dispute Resolution) attached, without engaging in such a conference or negotiations, if the facts could reasonably be construed to support the issuance of a temporary restraining order or a preliminary injunction.

2. **Arbitration**. Disputes arising under this Workforce Agreement may be submitted to the provisions of Attachment D (Dispute Resolution) if the meet and confer provision of Section III.E.1 above does not result in resolution of the dispute.

Attachment A-1

Form of First Source Hiring Agreement for Operations

City and County of San Francisco First Source Hiring Program

Office of Economic and Workforce
Development Workforce
Development Division

Attachment A-1: First Source Hiring Agreement

For Business, Commercial, Operation and Lease Occupancy of Buildings

This First Source Hiring Agreement (this "FSHA Operations Agreement"), is made as of , by and between (the "Lessee"), and the First Source Hiring Administration, (the "FSHA"), collectively the "Parties":

RECITALS

WHEREAS, Lessee has plans to occupy a portion of the building at [Address] (the "Premises") which required a First Source Hiring Agreement between the contractor and FSHA because the Premises is subject to a property contract between [Developer] and the City acting through the San Francisco Port Commission;

WHEREAS, the Developer was required to provide notice in leases, subleases and other occupancy contracts for use of the Premises ("Contract");and

WHEREAS, as a material part of the consideration given by Lessee under the Contract, Lessee has agreed to execute this FSHA Operations Agreement and participate in the Workforce System managed by the Office of Economic and Workforce Development ("OEWD") as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code ("Chapter 83");

[Use the following WHEREAS for Developer operations of Buildings]

WHEREAS, Lessee has plans to operate the building at [Address] (the "Premises") which required a First Source Hiring Agreement between the contractor and FSHA because the Premises is subject to a property contract between Lessee and the City acting through the San Francisco Port Commission; and

[Use the following WHEREAS for subtenants of Buildings]

WHEREAS, as a material part of the consideration given by Lessee under the property contract, Lessee has agreed to execute this FSHA Operations Agreement and participate in the Workforce System managed by the Office of Economic and Workforce Development ("OEWD") as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code ("**Chapter 83**");]

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this FSHA Operations Agreement, initially capitalized terms shall be defined as follows:

a. "Building" shall mean a new building that is built at the Project Site.

b. "Entry Level Position" shall mean any non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary, permanent, trainee and intern positions.

c. "Developer" shall mean *insert name of applicable Developer*, including any successor during the term of this FSHA Operations Agreement.

d. "Lessee" shall mean every commercial tenant, subtenant, or any other entity occupying a Workforce Improvement for the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer required to enter into a First Source Hiring Agreement as defined in Chapter 83.

e. "Project Site" shall mean the Project Site that is the subject of that certain Development Agreement by and between the City and [*India Basin entity*], dated as of _____, 2018.

f. "Referral" shall mean a member of the Workforce System who has been identified by OEWD as having the appropriate training, background and skill sets for a Lessee specified Entry Level Position.

g. "Workforce Improvement" shall mean Buildings that are subject to Chapter 83.

h. Workforce System: The First Source Hiring Administration established by the City and County of San Francisco and managed by OEWD.

2. OEWD WORKFORCE SYSTEM PARTICIPATION

a. Lessee shall notify OEWD's Business Team of every available Entry Level Position and provide OEWD 10 business days to recruit and refer qualified candidates prior to advertising such position to the general public. Lessee shall provide feedback including but not limited to job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired by the Lessee no later than 10 business days after date of interview or hire. Lessee will also provide feedback on reasons as to why referrals were not hired. Lessee shall have the sole discretion to interview any Referral by OEWD and will inform OEWD's Business Team why specific persons referred were not interviewed. Hiring decisions shall be entirely at the discretion of Lessee.

b. Notwithstanding anything to the contrary herein, nothing in this FSHA Operations

Agreement precludes Lessee from immediately advertising and filling an Entry Level Position that performs essential functions of its operation prior to notifying OEWD provided, however, the obligations of this FSHA Operation Agreement to make good faith efforts to fill such vacancies permanently with Referrals remains in effect. For these purposes, "essential functions" means those functions absolutely necessary to remain open for business. If Lessee has an immediate need to fill an Entry Level Position that performs essential functions, Lessee shall provide OEWD notice of such position, and the fact that there is an immediate need to fill such position, on or before the date such position is advertised to the general public.

c. This FSHA Operations Agreement shall be in full force and effect as to each Workforce Improvement until ten (10) years following the date Lessee opens for business at the Premises, and all subsequent leases within 10 years of that date. After that date, this FSHA Operations Agreement shall terminate and be of no further force and effect on the parties hereto, but the requirements of Chapter 83 shall continue to apply.

d. Unless otherwise agreed to by the Parties, compliance with this FSHA Operations Agreement shall be determined on an individual Workforce Improvement basis and will be measured by dividing the number of new Entry Level Positions occupied by Referrals by the total number of new Entry Level Positions within the Workforce Improvement. Notwithstanding anything to the contrary, new Entry Level Positions occupied by Referrals within the Project Site, but not within the Building, may, at the election of Developer, be counted towards compliance of the Workforce Improvement for this Agreement.

3. GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Lessee will make good faith efforts to comply with its obligations under this FSHA Operations Agreement. Determination of good faith efforts shall be based on all of the following:

a. Lessee will execute this FSHA Operations Agreement and Exhibit B-1 attached hereto upon entering into leases for the commercial space of the Workforce Improvement. Lessee will also accurately complete and submit Exhibit B-1 annually to reflect employment conditions.

b. Lessee agrees to register with OEWD's Referral Tracking System, upon execution of this FSHA Operations Agreement.

c. Lessee shall notify OEWD's Business Services Team of all available Entry Level Positions 10 business days prior to posting with the general public, subject to the provisions of Section 2 above. The Lessee must identify a single point of contact responsible for communicating Entry Level Positions and take active steps to ensure continuous communication with OEWD's Business Services Team.

d. Lessee attempts to fill at least 50% of open Entry Level Positions with Referrals. Specific hiring decisions shall be the sole discretion of the Lessee.

e. Nothing in this FSHA Operations Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this FSHA Operations Agreement and an existing agreement, the terms of the existing agreement shall supersede this FSHA Operations Agreement.

Lessee's failure to meet the criteria set forth in this Section 3 does not impute "bad faith", but shall trigger a review of the referral process and compliance with this FSHA Operations Agreement. Failure and noncompliance with this FSHA Operations Agreement will result in penalties as defined in SF Administrative Code Chapter 83. Lessee agrees to review SF Administrative Code Chapter 83, and execution of the FSHA Operations Agreement denotes that Lessee agrees to its terms and conditions.

4. NOTICE

All notices to be given under this FSHA Operations Agreement shall be in writing and sent via mail or email as follows:

If to OEWD:

ATTN:

If to Lessee:

ATTN:

5. ENTIRE AGREEMENT

This FSHA Operations Agreement and the Transaction Documents contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors. If any term or provision of this FSHA Operations Agreement shall be held invalid or unenforceable, the remainder of this FSHA Operations Agreement shall not be affected. If this FSHA Operations Agreement is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. This FSHA

Operations Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. If there is more than one party comprising Lessee, their obligations shall be joint and several.

Section titles and captions contained in this FSHA Operations Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions. This FSHA Operations Agreement shall be governed and construed by laws of the State of California.

[Signature Page Follows]

IN WITNESS WHEREOF, the following have executed this FSHA Operations Agreement as of the date set forth above.

Date:_____ Signature:_____

Name of Authorized Signer: _____

Company: _____

Address:_____

Phone:_____

Email: _____

Business Name: _____ **Phone:** _____

Main Contact: _____ **Email:** _____

_____ _____

Signature of authorized representative* **Date**

**By signing this form, the lessee agrees to participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) and comply with the provisions of Exhibit B First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.*

Instructions:

- Upon entering into leases for the commercial space of the building, the Lessee must submit to OEWD, a signed Exhibit B and Exhibit B-1. Lessee will also complete and submit an Exhibit B-1 annually to reflect employment conditions.
- The employer must notify the First Source Hiring Program (Contact Info below) If an **Entry Level Position** becomes available.

Section 1: Select your Industry

☐ Auto Repair	☐ Entertainment	☐ Personal Services
☐ Business Services	☐ Elder Care	☐ Professionals
☐ Consulting	☐ Financial Services	☐ Real Estate
☐ Construction	☐ Healthcare	☐ Retail
☐ Government Contract	☐ Insurance	☐ Security
☐ Education	☐ Manufacturing	☐ Wholesale
☐ Food and Drink	☐ I don't see my industry *(Please Describe)*_____	

Section 2: Describe Primary Business Activity

_____

Section 3: Provide information on all Entry Level Positions

Entry-Level Position Title	Job Description	Number of New Hires	Projected Hiring Date

Please email, fax, or mail this form SIGNED to:

ATTN: Business Services
Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Tel: 415-701-4848
Fax: 415-701-4897
mailto:Business.Services@sfgov.orgWebsite: www.workforcedevelopmentsf.org

Attachment A-2

Form of First Source Hiring Agreement for Construction

Attachment A-2: First Source Hiring Agreement For Construction

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of , by and between the City and County of San Francisco (the "City") through its First Source Hiring Administration ("FSHA") and ("Project Sponsor").

WHEREAS, Project Sponsor, as developer, proposes to construct new dwelling units, with up to square feet of commercial space and accessory, off-street parking spaces ("Project") at , Lots in Assessor's Block , San Francisco California ("Site"); and

WHEREAS, the Administrative Code of the City provides at Chapter 83 for a "First Source Hiring Program" which has as its purpose the creation of employment opportunities for qualified Economically Disadvantaged Individuals (as defined in Exhibit A); and

WHEREAS, the Project requires a building permit for a commercial activity of greater than 25,000 square feet and/or is a residential project greater than ten (10) units and therefore falls within the scope of the Chapter 83 of the Administrative Code; and

WHEREAS, Project Sponsor wishes to make a good faith effort to comply with the City's First Source Hiring Program.

Therefore, the parties to this Memorandum of Understanding agree as follows:

A. Project Sponsor, upon entering into a contract for the construction of the Project with Contractor after the date of this MOU, will include in that contract a provision requiring the Contractor to enter into a First Source Hiring Agreement in the form attached as Exhibit A. It is the Project Sponsor's responsibility to provide a signed copy of Exhibit A to First Source Hiring program and CityBuild within 10 business days of execution.

B. CityBuild shall represent the First Source Hiring Administration and will provide referrals of Qualified (as defined in Exhibit A) Economically Disadvantaged Individuals for employment on the construction phase of the Project as required under Chapter 83. The First Source Hiring Program will provide referrals of Qualified Economically Disadvantaged Individuals for the permanent jobs located within the commercial space of the Project.

C. The owners or residents of the residential units within the Project shall have no obligations under this MOU, or the attached First Source Hiring Agreement.

D. FSHA shall advise Project Sponsor, in writing, of any alleged breach on the part of the Project's contractor and/or tenant(s) with regard to participation in the First Source Hiring Program at the Project prior to seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code.

E. As stated in Section 83.10(d) of the Administrative Code, if Project Sponsor fulfills its obligations as set forth in Chapter 83, it shall not be held responsible for the failure of a contractor or commercial tenant to comply with the requirements of Chapter 83.

F. This MOU is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. The parties agree that this MOU shall be recorded and that it may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

G. Except as set forth in Section E, above: (1) this MOU shall be binding on and inure to the benefit of all successors and assigns of Project Sponsor having an interest in the Project and (2) Project Sponsor shall require that its obligations under this MOU shall be assumed in writing by its successors and assigns. Upon Project Sponsor's sale, assignment or transfer of title to the Project, it shall be relieved of all further obligations or liabilities under this MOU.

Signature: _____ Date:

Name of Authorized Signer: Email:

Company: Phone:

Address:

Project Sponsor:

Contact: Phone:

Address: Email:

_____ Date:

First Source Hiring Administration
OEWD, 1 South Van Ness 5th Fl. San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager, ken.nim@sfgov.org

Exhibit A:
First Source Hiring Agreement

This First Source Hiring Agreement (this "Agreement"), is made as of , by and between , the First Source Hiring Administration, (the "FSHA"), and the undersigned contractor ("Contractor"):

RECITALS

WHEREAS, Contractor has executed or will execute an agreement (the "Contract") to construct or oversee a portion of the project to construct new dwelling units, with up to square feet of commercial space and accessory, off-street parking spaces ("Project") at , Lots in Assessor's Block , San Francisco California ("Site"), and a copy of this Agreement is attached as an exhibit to, and incorporated in, the Contract; and

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this Agreement, initially capitalized terms shall be defined as follows:

a. "Core" or "Existing" workforce. Contractor's "core" or "existing" workforce shall consist of any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the award of this Contract.

b. "Economically Disadvantaged Individual". An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, *et seq.*), as may be amended from time to time, or (b) designated as "economically disadvantaged" by the OEWD/First Source Hiring Administration as an individual who is at risk of relying upon, or returning to, public assistance.

c. "Hiring opportunity". When a Contractor adds workers to its existing workforce for the purpose of performing the work under this Contract, a "hiring opportunity" is created. For example, if the carpentry subcontractor has an existing crew of five carpenters and needs seven carpenters to perform the work, then there are two hiring opportunities for carpentry on the Project.

d. "Job Notification". Written notice of job request from Contractor to CITYBUILD for any hiring opportunities. Contract shall provide Job Notifications to CITYBUILD with a minimum of 3 business days' notice.

e. "New hire". A "new hire" is any worker who is not a member of Contractor's core or existing workforce.

f. "Referral". A referral is an individual member of the CITYBUILD Referral Program who has received training appropriate to entering the construction industry workforce.

g. "Workforce participation goal". The workforce participation goal is expressed as a percentage of the Contractor's and its Subcontractors' new hires for the Project.

h. "Entry Level Position". A non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary and permanent jobs, and construction jobs related to the development of a commercial activity.

i. "First Opportunity". Consideration by Contractor of System Referrals for filling Entry Level Positions prior to recruitment and hiring of non-System Referral job applicants.

j. "Job Classification". Categorization of employment opportunity or position by craft, occupational title, skills, and experience required, if any.

k. "Job Notification". Written notice, in accordance with Section 2(b) below, from Contractor to FSHA for any available Entry Level Position during the term of the Contract.

l. "Publicize". Advertise or post available employment information, including participation in job fairs or other forums.

m. "Qualified". An Economically Disadvantaged Individual who meets the minimum bona fide occupational qualifications provided by Contractor to the System in the job availability notices required this Agreement.

n. "System". The San Francisco Workforce Development System established by the City and County of San Francisco, and managed by the Office of Economic and Workforce Development (OEWD), for maintaining (1) a pool of Qualified individuals, and (2) the mechanism by which such individuals are certified and referred to prospective employers covered by the First Source Hiring requirements under Chapter 83 of the San Francisco Administrative Code. Under this agreement, CityBuild will act as the representative of the San Francisco Workforce Development System.

o. "System Referrals". Referrals by CityBuild of Qualified applicants for Entry Level Positions with Contractor.

p. "Subcontractor". A person or entity who has a direct contract with Contractor to perform a portion of the work under the Contract.

2. PARTICIPATION OF CONTRACTOR IN THE SYSTEM

a. The Contractor agrees to work in Good Faith with the Office of Economic and Workforce Development (OEWD)'s CityBuild Program to achieve the goal of 50% of new hires for employment opportunities in the construction trades and Entry-level Position related to providing support to the construction industry.

The Contractor shall provide CityBuild the following information about the Contractor's employment needs under the Contract:

i. On Exhibit A-1, the CityBuild Workforce Projection Form 1, Contractor will provide a detailed numerical estimate of journey and apprentice level positions to be employed on the project for each trade.

ii. Contractor is required to ensure that a CityBuild Workforce Projection Form 1 is also completed by each of its Subcontractors.

iii. Contractor will collaborate with CityBuild staff to identify, by trade, the number of Core workers at project start and the number of workers at project peak; and the number of positions that will be required to fulfill the First Source local hiring expectation.

iv. Contractor and Subcontractors will provide documented verification that its "core" employees for this contract meet the definition listed in Section 1.a.

b. The Contractor shall perform the following in its good faith efforts to meet the hiring goals set forth in this Agreement:

i. Contractor must (A) give good faith consideration to all CityBuild Referrals, (B) review the resumes of all such referrals, (C) conduct interviews for posted Entry Level Positions in accordance with the non-discrimination provisions of this contract, and (D) affirmative obligation to notify CityBuild of any new entry-level positions throughout the life of the project.

ii. Contractor must provide constructive feedback to CityBuild on all System Referrals in accordance with the following:

(A) If Contractor meets the criteria in Section 5(a) below that establishes "good faith efforts" of Contractor, Contractor must

only respond orally to follow-up questions asked by the CityBuild account executive regarding each System Referral; and

(B) After Contractor has filled at least 5 Entry Level Positions under this Agreement, if Contractor is unable to meet the criteria in Section 5(b) below that establishes "good faith efforts" of Contractor, Contractor will be required to provide written comments on all CityBuild Referrals.

c. Contractor must provide timely notification to CityBuild as soon as the job is filled, and identify by whom.

3. CONTRACTOR RETAINS DISCRETION REGARDING HIRING DECISIONS

Contractor agrees to offer the System the first opportunity to provide qualified applicants for employment consideration in Entry Level Positions, subject to any enforceable collective bargaining agreements. Contractor shall consider all applications of Qualified System Referrals for employment. Provided Contractor utilizes nondiscriminatory screening criteria, Contractor shall have the sole discretion to interview and hire any System Referrals.

4. COMPLIANCE WITH COLLECTIVE BARGAINING AGREEMENTS

Notwithstanding any other provision hereunder, if Contractor is subject to any collective bargaining agreement(s) requiring compliance with a pre-established applicant referral process, Contractor's only obligations with regards to any available Entry Level Positions subject to such collective bargaining agreement(s) during the term of the Contract shall be the following:

a. Contractor shall notify the appropriate union(s) of the Contractor's obligations under this Agreement and request assistance from the union(s) in referring Qualified applicants for the available Entry Level Position(s), to the extent such referral can conform to the requirements of the collective bargaining agreement(s).

b. Contractor shall use "name call" privileges, in accordance with the terms of the applicable collective bargaining agreement(s), to seek Qualified applicants from the System for the available Entry Level Position(s).

c. Contractor shall sponsor Qualified Apprenticeship applicants, referred through the System, for applicable union membership.

5. CONTRACTOR'S GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Contractor will make good faith efforts to comply with its obligations to participate in the System under this Agreement. Determinations of Contractor's good faith efforts shall be in accordance with the following:

a. Contractor shall be deemed to have used good faith efforts if Contractor accurately completes and submits prior to the start of demolition and/or construction Exhibit A-1: CityBuild Workforce Projection Form 1; and

b. Contractor's failure to meet the criteria set forth from Section 5(c) to 5(m) does not impute "bad faith." Failure to meet the criteria set forth in Section 5(c) to 5(m) shall trigger a review of the referral process and the Contractor's efforts to comply with this Agreement. Such review shall be conducted by FSHA in accordance with Section 11(c) below.

c. Meet with the Project's owner, developer, general contractor, or CityBuild representative to review and discuss your plan to meet your local hiring obligations under San Francisco's First Source Hiring Ordinance (Municipal Code- Chapter 83) or the City and County of San Francisco Administrative Code Chapter 6.

d. Contact a CityBuild representative to review your hiring projections and goals for the Project. The Project developer and/or Contractor must take active steps to advise all of its Subcontractors of the local hiring obligations on the Project, including, but not limited to providing CityBuild access and presentation time at each pre-bid, each pre-construction, and if necessary, any progress meeting held throughout the life of the project

e. Submit to CityBuild a "Projection of Entry Level Positions" form or other formal written notification specifying your expected hiring needs during the Project's duration.

f. Notify your respective union(s) regarding your local hiring obligations and request their assistance in referring qualified San Francisco residents for any available position(s). This step applies to the extent that such referral would not violate your union's collective bargaining agreement(s).

g. Be sure to reserve your "name call" privileges for qualified applicants referred through the CityBuild system. This should be done within the terms of applicable collective bargaining agreement(s).

h. Provide CityBuild with up-to-date list of all trade unions affiliated with any work on the Project in a timely matter in order to facilitate CityBuild's notification to these unions of the Project's workforce requirements.

i. Submit a "Job Request" in the form attached as Attachment A-1, Form 3, to CityBuild for each apprentice level position that becomes available. Please allow a minimum of 3 Business Days for CityBuild to provide appropriate candidate(s). You should simultaneously contact your union about the position as well, and let

them know that you have contacted CityBuild as part of your local hiring obligations.

j. Developer has an ongoing, affirmative obligation and must advise each of its Subcontractors of their ongoing obligation to notify CityBuild of any/all apprentice level openings that arise throughout the duration of the project, including openings that arise from layoffs of original crew. Developer/contractor shall not exercise discretion in informing CityBuild of any given position; rather, CityBuild is to be universally notified, and a discussion between the developer/contractor and CityBuild can determine whether a CityBuild graduate would be an appropriate placement for any given apprentice level position.

k. Hire qualified candidate(s) referred through the CityBuild system. In the event of the firing/layoff of any CityBuild graduate, Project developer and/or Contractor must notify CityBuild staff within two days of the decision and provide justification for the layoff; ideally, Project developer and/or Contractor will request a meeting with the Project's employment liaison as soon as any issue arises with a CityBuild placement in order to remedy the situation before termination becomes necessary.

l. Provide a monthly report and/or any relevant workforce records or data from contractors to identify workers employed on the Project, source of hire, and any other pertinent information as pertain to compliance with this Agreement.

m. Maintain accurate records of your efforts to meet the steps and requirements listed above. Such records must include the maintenance of an on-site First Source Hiring Compliance binder, as well as records of any new hire made by the Contractor and/or Project developer through a San Francisco community-based organization whom the Contractor believes meets the First Source Hiring criteria. Any further efforts or actions agreed upon by CityBuild staff and the Project developer and/or Contractor on a project-by-project basis.

6. COMPLIANCE WITH THIS AGREEMENT OF SUBCONTRACTORS

In the event that Contractor subcontracts a portion of the work under the Contract, Contractor shall determine how many, if any, of the Entry Level Positions are to be employed by its Subcontractor(s) using Form 1: the CityBuild Workforce Projection Form and the City's online project reporting system (currently Elation), provided, however, that Contractor shall retain the primary responsibility for meeting the requirements imposed under this Agreement. Contractor shall ensure that this Agreement is incorporated into and made applicable to such Subcontract.

7. EXCEPTION FOR ESSENTIAL FUNCTIONS

Nothing in this Agreement precludes Contractor from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of this Agreement to make good faith efforts to fill such vacancies permanently with System Referrals remains in effect. For these purposes, "essential

functions" means those functions absolutely necessary to remain open for business.

8. CONTRACTOR'S COMPLIANCE WITH EXISTING EMPLOYMENT AGREEMENTS

Nothing in this Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this Agreement and an existing agreement, the terms of the existing agreement shall supersede this Agreement.

9. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

Nothing in this Agreement shall be interpreted to prohibit the adoption of hiring and retention goals, first source hiring and interviewing requirements, notice and job availability requirements, monitoring, record keeping, and enforcement requirements and procedures which exceed the requirements of this Agreement.

10. OBLIGATIONS OF CITYBUILD

Under this Agreement, CityBuild shall:

a. Upon signing the CityBuild Workforce Hiring Plan, immediately initiate recruitment and pre-screening activities.

b. Recruit Qualified individuals to create a pool of applicants for jobs who match Contractor's Job Notification and to the extent appropriate train applicants for jobs that will become available through the First Source Program;

c. Screen and refer applicants according to qualifications and specific selection criteria submitted by Contractor;

d. Provide funding for City-sponsored pre-employment, employment training, and support services programs;

e. Follow up with Contractor on outcomes of System Referrals and initiate corrective action as necessary to maintain an effective employment/training delivery system;

f. Provide Contractor with reporting forms for monitoring the requirements of this Agreement; and

g. Monitor the performance of the Agreement by examination of records of Contractor as submitted in accordance with the requirements of this Agreement.

11. CONTRACTOR'S REPORTING AND RECORD KEEPING OBLIGATIONS

Contractor shall:

a. Maintain accurate records demonstrating Contractor's compliance with the First Source Hiring requirements of Chapter 83 of the San Francisco Administrative Code including, but not limited to, the following:

(1) Applicants
(2) Job offers
(3) Hires
(4) Rejections of applicants

b. Submit completed reporting forms based on Contractor's records to CityBuild quarterly, unless more frequent submittals are reasonably required by FSHA. In this regard, Contractor agrees that if a significant number of positions are to be filled during a given period or other circumstances warrant, CityBuild may require daily, weekly, or monthly reports containing all or some of the above information.

c. If based on complaint, failure to report, or other cause, the FSHA has reason to question Contractor's good faith effort, Contractor shall demonstrate to the reasonable satisfaction of the City that it has exercised good faith to satisfy its obligations under this Agreement.

12. DURATION OF THIS AGREEMENT

This Agreement shall be in full force and effect throughout the term of the Contract. Upon expiration of the Contract, or its earlier termination, this Agreement shall terminate and it shall be of no further force and effect on the parties .

13. NOTICE

All notices to be given under this Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to FSHA:

First Source Hiring Administration
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

Attn: Ken Nim

If to CityBuild: CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

If to Developer:

Attn:

If to Contractor:

Attn:

a. Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

b. Notwithstanding the forgoing, any Job Notification or any other reports required of Contractor under this Agreement (collectively, "Contractor Reports") shall be delivered to the address of FSHA pursuant to this Section via first class mail, postage paid, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail in accordance with this Subsection.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

15. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

17. SUCCESSORS

This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns. If there is more than one person comprising Seller, their obligations shall be joint and several.

18. HEADINGS

Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions

19. GOVERNING LAW

This Agreement shall be governed and construed by the laws of the State of California.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

CONTRACTOR:

Date: _____ Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

Phone: _____

Email: _____

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

FORM 1: CITYBUILD WORKFORCE PROJECTION

Instructions

- *The Prime Contractor must complete and submit Form 1 within 30 days of award of contract.*
- *All subcontractors with contracts in excess of $100,000 must complete Form 1 and submit to the Prime Contractor within 30 days of award of contract.*
- *The Prime Contractor is responsible for collecting all completed Form 1's from all subcontractors.*
- *It is the Prime Contractor's responsibility to ensure the CityBuild Program receives completed Form 1's from all subcontractors in the specified time and keep a record of these forms in a compliance binder at the project jobsite.*
- *All contractors and subcontractors are required to attend a preconstruction meeting with CityBuild staff.*

Construction Project Name: _____

Construction Project Address: _____

Projected Start Date: _____

Contract Duration: _____ *(calendar days)*

Company Name: _____

Company Address: _____

Main Contact Name: _____

Main Phone Number: _____

Main Contact Email : _____

Name of Person with Hiring Authority: _____

Hiring Authority Phone Number: _____

Hiring Authority Email: _____

_____ _____ _____
Name of Authorized Representative | Signature of Authorized Representative* | Date

By signing this form, the company agrees to participate in the CityBuild Program and comply with the provisions of the First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.

Table 1: Briefly summarize your contracted or subcontracted scope of work

Table 2: Complete on the following page

- *List the construction trade crafts that are projected to perform work. Do not list Project Managers, Engineers, Administrative, and any other non-construction trade employees.*
- *Total Number of Workers on the Project: The total number of workers projected to work on the project per construction trade. This number will include existing workers and new hires. For union contractors this total will also include union dispatches.*

Total Number of New Hires: List the projected number of New Hires that will be employed on the project. For union contractors, New Hires will also include union dispatches.

•

Table 2: List all construction trades projected to perform work

Construction Trades	Journey or Apprentice	Union (Yes or No)	Total Work Hours	Total Number of Workers on the Project	Total Number of New Hires
	J ☐ A ☐	Y ☐ N ☐			
	J ☐ A ☐	Y ☐ N ☐			
	J ☐ A ☐	Y ☐ N ☐			
	J ☐ A ☐	Y ☐ N ☐			
	J ☐ A ☐	Y ☐ N ☐			
	J ☐ A ☐	Y ☐ N ☐			
	J ☐ A ☐	Y ☐ N ☐			
	J ☐ A ☐	Y ☐ N ☐			

Table 3: List your core or existing employees projected to work on the project

- *Please provide information on your projected core or existing employees that will perform work on the jobsite.*
- *"Core" or "Existing" workers are defined as any worker appearing on the Contractor's active payroll for at least 60 out of the 100 working days prior to the award of this Contract. If necessary, continue on a separate sheet.*

Name of Core or Existing Employee	Construction Trade	Journey or Apprentice	City	Zip Code
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		

FOR CITY USE ONLY: CityBuild Staff: _____ Approved: Yes ☐ No ☐ Date: _____
Reason: _____

FORM 3: CITYBUILD JOB NOTICE FORM

INSTRUCTIONS: To meet the requirements of the First Source Hiring Program (San Francisco Administrative Code Chapter 83), the Contractor shall notify CityBuild, the First Source Hiring Administrator, of all new hiring opportunities with a minimum of 3 business days prior to the start date.

1. Complete the form and fax to CityBuild 415-701-4896 or EMAIL: workforce.development@sfgov.org
2. Contact Workforce Development at 415-701-4848 or by email: local.hire.ordinance@sfgov.org

   OR call the main line of the Office of Economic and Workforce Development (OEWD) at 415-701-4848 to confirm receipt of fax or email.

ATTENTION: *Please also submit this form to your union or hiring hall if you are required to do so under your collective bargaining agreement or contract. CityBuild is not a Dispatching Hall, nor does this form act as a Request for Dispatch. All formal Requests for Dispatch will be conducted through your union or hiring hall.*

Section A. Job Notice Information

Trade _____ # of Journeymen _____ # of Apprentices _____

Start Date _____ Start Time _____ Job Duration _____

Brief description of your scope of work: _____

Section B. Union Information *(Union contractors complete Section B. Otherwise, leave Section B blank)*

Local # _____ Union Contact Name _____ Union Phone # _____

Section C. Contractor Information

Project Name: _____

Jobsite Location: _____

Contractor: _____ Prime ☐ Sub ☐

Contractor Address: _____

Contact Name: _____ Title: _____

Office Phone: _____ Cell Phone: _____ Email: _____

Alt. Contact: _____ Phone #: _____

Contractor Contact Signature _____ Date _____

OEWD USE ONLY *Able to Fill* Yes ☐ No ☐

Attachment B

Local Hiring Requirements

[see attached]

WORKFORCE AGREEMENT – ATTACHMENT B

LOCAL HIRING PLAN FOR CONSTRUCTION

1.1 SUMMARY

A. This Attachment B to the India Basin Workforce Agreement ("**Local Hiring Plan**") governs the obligations of the Project to comply with the City's Local Hiring Policy for Construction pursuant to Chapter 82 of the San Francisco Administrative Code (the "**Policy**"). In the event of any conflict between Administrative Code Chapter 82 and this Attachment, this Attachment shall govern.

B. The provisions of this Local Hiring Plan are hereby incorporated as a material term of the Development Agreement. Developer performing any work on City Property under the Development Agreement shall require any Contractor performing Construction Work on City Property to agree that (i) the Contractor shall comply with all applicable requirements of this Local Hiring Plan; (ii) the provisions of this Local Hiring Plan and the Policy are reasonable and achievable by Contractor and its Subcontractors; and (iii) they have had a full and fair opportunity to review and understand the terms of the Local Hiring Plan.

C. The Office of Economic and Workforce Development (OEWD) is responsible for administering the Local Hiring Plan and will be administering its applicable requirements. For more information on the Policy and its implementation, please visit the OEWD website at: www.workforcedevelopmentsf.org.

D. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement or the Policy, as applicable.

1.2 DEFINITIONS. For purposes of this Attachment B, the following definitions apply:

A. "Apprentice" means any worker who is indentured in a construction Apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.

B. "Area Median Income (AMI)" means unadjusted median income levels derived from the Department of Housing and Urban Development ("HUD") on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.

C. "Construction Work" means the initial construction of all buildings and improvements located on City-owned property under the Development Agreement. Construction Work does not include the construction of Privately-Owned Community Improvements on private property.

D. "Covered Project" means Construction Work with an estimated cost in excess of the Threshold Amount.

E. "Contractor" means a prime contractor, general contractor, or construction manager contracted by a Developer who performs Construction Work

F. "Disadvantaged Worker" as defined in Administrative Code Section 82.3 (as that Code Section is amended from time to time, except to the extent that future changes to the definition are prohibited under the terms of Section 5.3(b)(xi) of the Development Agreement).

G. "Job Notification" means the written notice of any Hiring Opportunities from Contractor to CityBuild. Contractor shall provide Job Notifications to CityBuild with a minimum of 3 business days' notice.

H. "Local Resident" means an individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the project.

I. "Non-Covered Project" means any construction projects not covered by the San Francisco Local Hiring Policy.

J. "Project Work". Construction Work performed as part of a Covered Project.

K. "Project Work Hours" means the total onsite work hours worked on a construction contract for a Covered Project by all Apprentices and journey-level workers, whether those workers are employed by the Contractor or any Subcontractor.

L. "Subcontractor" means any person, firm, partnership, owner operator, limited liability company, corporation, joint venture, proprietorship, trust, association, or other entity that contracts with a Contractor or another subcontractor to provide services to a Contractor or another subcontractor in fulfillment of the Contractor's or that other subcontractor's obligations arising from a contract for construction work on a Covered Project who performs Construction Work on the 28 Acre site.

M. "Targeted Worker" means any Local Resident or Disadvantaged Worker.

N. "Threshold Amount" as defined in Section 6.1 of the San Francisco Administrative Code.

1.3 LOCAL HIRING REQUIREMENTS

A. Total Project Work Hours By Trade. For all construction contracts for Covered Projects, the mandatory participation level in terms of Project Work Hours within each trade to be performed by Local Residents is 30%, with a goal of no less than 15% of Project Work Hours within each trade to be performed by Disadvantaged Workers. The mandatory participation levels required under this Local Hire Program will be determined by OEWD for each Phase under the Development Agreement, and in no event shall be greater than 30%; however, the Parties acknowledge that Developer intends to require each construction contract for Covered Projects to meet the mandatory participation levels on an individual contract level.

B. Apprentices: For all construction contracts for Covered Projects, at least 30% of the Project Work Hours performed by Apprentices within each trade is required to be performed by Local Residents, with an aspirational goal of achieving 50%. Hiring preferences shall be given to Apprentices who are referred by the CityBuild program

This document also establishes a goal of no less than 25% of Project Work Hours performed by Apprentices within each trade to be performed by Disadvantaged Workers.

C. Out-of-State Workers. For all Covered Projects, Project Work Hours performed by residents of states other than California will not be considered in calculation of the number of Project Work Hours to which the local hiring requirements apply. Contractors and Subcontractors shall report to OEWD the number of Project Work Hours performed by residents of states other than California.

D. Pre-construction or other Local Hire Meeting. Prior to commencement of Construction Work on Covered Projects, Contractor and its Subcontractors whom have been engaged by contract and identified in the Local Hiring Forms as contributing toward the mandatory local hiring requirement shall attend a preconstruction or other Local Hire meeting(s) convened by Developer or OEWD staff. Representatives from Contractor and the Subcontractor(s) who attend the pre-construction or other Local Hire meeting must have hiring authority. Contractor and its Subcontractors who are engaged after the commencement of Construction Work on a Covered Project shall attend a future preconstruction meeting or meetings as mutually agreed by Contractor and OEWD staff.

E. This Local Hiring Plan does not limit Contractor's or its Subcontractors' ability to assess qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Local Hiring Plan shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

F. Construction Work for Non-Covered Projects will be subject to the First Source Hiring Program for Construction Work in accordance with Section III.C.3 of the Workforce Agreement.

1.4 CITYBUILD WORKFORCE DEVELOPMENT PROGRAM: EMPLOYMENT NETWORKING SERVICES

A. OEWD administers the CityBuild Program. Subject to any collective bargaining agreements in the building trades and applicable law, CityBuild shall be a primary resource available for Contractor and Subcontractors to meet Contractors' local hiring requirements under this Local Hiring Plan. CityBuild has two main goals:

1. Assist with local hiring requirements under this Local Hiring Plan by connecting Contractor and Subcontractors with qualified journey-level, Apprentice, and pre-Apprentice Local Residents.

2. Promote training and employment opportunities for disadvantaged workers of all ethnic backgrounds and genders in the construction work force.

B. Where a Contractor's or its Subcontractors' preferred or preexisting hiring or staffing procedures for a Covered Project do not enable Contractor to satisfy the local hiring requirements of this Local Hiring Plan, the Contractor or Subcontractor shall use other procedures to identify and retain Targeted Workers, including the following:

1. Requesting to connect with workers through CityBuild, with qualifications described in the request limited to skills directly related to performance of job duties.

2. Considering Targeted Workers networked through CityBuild within three business days of the request and who meet the qualifications described in the request. Such consideration may include in-person interviews. All workers networked through CityBuild will qualify as Disadvantaged Workers under this Local Hiring Plan. Neither Contractor nor its Subcontractors are required to make an independent determination of whether any worker is a "Disadvantaged Worker" as defined above.

C. CONDITIONAL WAIVER FROM LOCAL HIRING REQUIREMENTS

A. Contractor or the Subcontractor may use one or more of the following pipeline and retention compliance mechanisms to receive a conditional waiver from the Local Hiring Requirements of Section 1.3 on a project-specific basis. All requests for conditional waivers must be submitted to OEWD for approval.

1. Specialized Trades: OEWD has published a list of trades designated as "Specialized Trades" for which the local hiring requirements of this Local Hiring Plan will not apply. The list is available on the OEWD website. Contractor and its Subcontractors shall report to OEWD the Project Work Hours utilized in each designated Specialized Trade and in each OEWD-approved project-specific Specialized Trade.

2. Credit for Hiring on Non-Covered Projects: Contractor and its Subcontractors may accumulate credit hours for hiring Targeted Workers on Non-Covered Projects in the nine-county San Francisco Bay Area and apply those credit hours to contracts for Covered Projects to meet the mandatory local hiring requirement. For hours performed by Targeted Workers on Non-Covered Projects, the hours shall be credited toward the local hiring requirement for this Contract provided that:

   a. the Targeted Workers are paid the prevailing wages or union scale for work on the Non-Covered Projects; and

   b. such credit hours shall be committed to by the Contractor on future projects to satisfy any short fall the Contractor may have on a Covered Project. Such commitment shall be in writing by the Contractor, shall extend for a period of time negotiated between the contractor and OEWD, and shall commit to satisfying any assessed penalties should Contractor fail to achieve the required credit hours.

3. Sponsoring Apprentices: Contractor or a Subcontractor may agree to sponsor an OEWD-specified number of new Apprentices in trades in which noncompliance is likely and retaining those Apprentices for the period of Contractor's or a Subcontractor's work on the project. OEWD will verify with the California Department of Industrial Relations that the new Apprentices are registered and active Apprentices. Contractor will be required to write a sponsorship letter on behalf of the identified candidate to the appropriate Local Union and will make the necessary arrangements with the Union to hire the candidate as soon as s/he is indentured.

4. Direct Entry Agreements: OEWD is authorized to negotiate and enter into direct entry agreements with Apprenticeship programs that are registered with the California Department of Industrial Relations' Division of Apprenticeship Standards. Contractor may avoid assessment of penalties for non-compliance with this Local Hiring Plan by Contractor or its Subcontractors hiring and retaining

Apprentices who are enrolled through such direct entry agreements. Contractor may also utilize OEWD-approved organizations with direct entry agreements with Local Unions, including District 10 based organizations to hire and retain Targeted Workers. To the extent that Contractor or its Subcontractors have hired Apprentices or Targeted Workers under a direct entry agreement entered into by OEWD or reasonably approved by OEWD, OEWD will not assess penalties for non-compliance with this Local Hiring Plan.

5. Corrective Actions: Should local employment conditions be such that adequate Targeted Workers for a craft, or crafts, are not available to meet the requirements and Contractor can document their efforts to achieve the requirements through the mechanisms and processes in this document, a corrective action plan must be negotiated between Contractor and OEWD.

1.5 LOCAL HIRING FORMS

A. Utilizing the City's online Project Reporting System, Contractors for Covered Projects shall submit the following forms, as applicable, to the Contracting City Agency and OEWD:

1. Form 1: Local Hiring Workforce Projection. OEWD Form 1 (Local Hiring Workforce Projection), a copy of which is attached, shall be initially submitted prior to the start of construction and updated quarterly by the Contractor until all subcontracting is completed.

2. Form 2: Local Hiring Plan. For Covered Projects estimated to cost more than $1,000,000, Contractor shall prepare and submit to Contracting City Agency and OEWD for approval a Local Hiring Plan for the project using OEWD Form 2, a copy of which is attached . This Form 2 shall be initially submitted prior to the start of construction and updated quarterly by the Contractor until all subcontracting is completed.

3. Job Notifications. Upon commencement of work, Contractor and its Subcontractors may submit Job Notifications to CityBuild to connect with local trades workers.

4. Form 4: Conditional Waivers. If a Contractor or a Subcontractor believes the local hiring requirements cannot be met, it will submit OEWD Form 4 (Conditional Waiver), a copy of which is attached, as more particularly described in Articles 1.4 and 1.5 above.

1.6 ENFORCEMENT, RECORD KEEPING, NONCOMPLIANCE AND PENALTIES

A. Subcontractor Compliance. Each Contractor and Subcontractor shall ensure that all Subcontractors agree to comply with applicable requirements of this document. All Subcontractors agree as a term of participation on the Project that the City shall have third party beneficiary rights under all contracts under which Subcontractors are performing Project Work. Such third party beneficiary rights shall be limited to the right to enforce the requirements of this Local Hiring Plan directly against the Subcontractors. All Subcontractors on the Project shall be responsible for complying with the recordkeeping and reporting requirements set forth in this Local Hiring Plan. Subcontractors with work in excess of the of $600,000 shall be responsible for ensuring compliance with the Local Hiring Requirements set forth in Section 1.3 of this Local

Hiring Plan based on Project Work Hours performed under their Subcontracts, including Project Work Hours performed by lower tier Subcontractors with work less than the Threshold Amount.

B. Reporting. Contractor shall submit certified payrolls to the City electronically using the Project Reporting System. OEWD and will monitor compliance with this Local Hiring Plan electronically.

C. Recordkeeping. Contractor and each Subcontractor shall keep, or cause to be kept, for a period of four years from the date of Substantial Completion of Construction Work, certified payroll and basic records, including time cards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing work on a Covered Project.

1. Such records shall include the name, address and social security number of each worker who worked on the covered project, his or her classification, a general description of the work each worker performed each day, the Apprentice or journey-level status of each worker, daily and weekly number of hours worked, the self-identified race, gender, and ethnicity of each worker, whether or not the worker was a Local Resident, and the referral source or method through which the contractor or subcontractor hired or retained that worker for work on the Covered Project (e.g., core workforce, name call, union hiring hall, City-designated referral source, or recruitment or hiring method) as allowed by law.

2. Contractor and Subcontractors may verify that a worker is a Local Resident by following OEWD's domicile policy.

3. All records described in this subsection shall at all times be open to inspection and examination by the duly authorized officers and agents of the City, including representatives of the OEWD.

D. Monitoring. From time to time and in its sole discretion, OEWD may monitor and investigate compliance of Contractor and Subcontractors working on a Covered Project with requirements of this Local Hiring Plan. Contractor shall allow representatives of OEWD, in the performance of their duties, to engage in random inspections of Covered Projects. Contractor and all Subcontractors shall also allow representatives of OEWD to have access to employees of the Contractor and Subcontractors and the records required to be maintained under this document.

E. Noncompliance and Penalties. Failure of Contractor and/or its Subcontractors to comply with the requirements of this document and the obligations set forth in this Local Hiring Plan may subject Contractor to the consequences of noncompliance, including but not limited to the assessment of penalties, but only if City determines that the failure to comply results from willful actions of Contractor and/or its Subcontractors, and not by reason of unavailability of sufficient qualified Local Residents and Disadvantaged Workers to meet the goals required hereunder. The assessment of penalties for noncompliance shall not preclude the City from exercising any other rights or remedies to which it is entitled.

1. **Penalties Amount.** If any Contractor or Subcontractor fails to satisfy the Local Hiring Requirements of this Local Hiring Plan applicable to Project Work Hours performed by Local Residents, and the applicable Contractor or Subcontractor is

unable to provide evidence reasonably satisfactory to the City that such failure arose solely due to unavailability of qualified Local Residents despite Contractors or Subcontractors good faith efforts in accordance with this Local Hiring Program, then the Contractor, and in the case of any Subcontractor so failing, and Subcontractor shall jointly and severally forfeit to the City, an amount equal to the Journeyman or Apprentice prevailing wage rate, as applicable, with such wage as established by the Board of Supervisors or the California Department of Industrial Relations under subsection 6.22(e)(3) of the Administrative Code, for the primary trade used by the Contractor or Subcontractor on the Covered Project for each hour by which the Contractor or Subcontractor fell short of the Local Hiring Requirement. The assessment of penalties under this subsection shall not preclude the City from exercising any other rights or remedies to which it is entitled.

2. **Assessment of Penalties.** OEWD shall determine whether a Contractor and/or any Subcontractor has failed to comply with the Local Hire Requirement. If after conducting an investigation, OEWD determines that a violation has occurred, it shall issue and serve an assessment of penalties to the Contractor and/or any Subcontractor that sets forth the basis of the assessment and orders payment of penalties in the amounts equal to the Journeyman or Apprentice prevailing wage rates, as applicable, for the primary trade used by the Contractor or Subcontractor on the Project for each hour by which the Contractor or Subcontractor fell short of the Local Hiring Requirement. Assessment of penalties under this subsection shall be made only upon an investigation by OEWD and upon written notice to the Contractor or Subcontractor identifying the grounds for the penalty and providing the Contractor or Subcontractor with the opportunity to respond pursuant to the recourse procedures prescribed in this Local Hiring Plan.

3. **Recourse Procedure.** If the Contractor or Subcontractor disagrees with the assessment of penalties, then the following procedure applies:

   a. The Contractor or Subcontractor may request a hearing in writing within 15 days of the date of the final notification of assessment. The request shall be directed to the City Controller. Failure by the Contractor or Subcontractor to submit a timely, written request for a hearing shall constitute concession to the assessment and the forfeiture shall be deemed final upon expiration of the 15-day period. The Contractor or Subcontractor must exhaust this administrative remedy prior to commencing further legal action.

   b. Within 15 days of receiving a proper request, the Controller shall appoint a hearing officer with knowledge and not less than five years' experience in labor law, and shall so advise the enforcing official and the Contractor or Subcontractor, and/or their respective counsel or authorized representative.

   c. The hearing officer shall promptly set a date for a hearing. The hearing must commence within 45 days of the notification of the appointment of the hearing officer and conclude within 75 days of such notification unless all parties agree to an extended period.

   d. Within 30 days of the conclusion of the hearing, the hearing officer shall issue a written decision affirming, modifying, or dismissing the assessment. The

decision of the hearing officer shall consist of findings and a determination. The hearing officer's findings and determination shall be final.

e. The Contractor or Subcontractor may appeal a final determination under this by filing in the San Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure Section 1084 *et seq.*, as applicable and as may be amended from time to time.

1.8 COLLECTIVE BARGAINING AGREEMENT

Nothing in this Local Hiring Plan shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreements or existing employment contracts (Collective Bargaining Agreements"). In the event of a conflict between this Local Hiring Plan and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Local Hiring Plan.

END OF DOCUMENT

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

LOCAL HIRING PROGRAM
OEWD FORM 1
CONSTRUCTION CONTRACTS

FORM 1: LOCAL HIRING WORKFORCE PROJECTION

Contractor: _____ **Project Name:** _____ **Contract #:** _____

The Contractor must complete and submit this *Local Hiring Workforce Projection* (Form 1) prior to the start of construction and quarterly until all subcontracting is complete. The Contractor must include information regarding all of its Subcontractors who will perform construction work on the project regardless of Tier and Value Amount.

Will you be able to meet the mandatory Local Hiring Requirements?

☐ **YES (*Please provide information for all contractors performing construction work in Table 1 below.)***

☐ **NO (*Please complete Table 1 below and Form 4: Conditional Waivers.*)**

INSTRUCTIONS FOR COMPLETING TABLE 1:

1. Please organize the contractors' information based on their Trade Craft work.
2. For contractors performing work in various Trade Craft, please list contractor name in each Trade Craft (*i.e. if Contractor X will perform two trades, list Contractor X under two Trade categories.*)
3. If you anticipate utilizing Apprentices on this project, please note the requirement that 30% of Apprentice hours must be performed by San Francisco residents.
4. Additional blank form is available at our Website: www.workforcedevelopsf.org. For assistance or questions in completing this form, contact (415) 701-4894 or Email @ Local.hire.ordinance@sfgov.org.

TABLE 1: WORKFORCE PROJECTION

Trade Craft	Contractor *List contractors by Trade Craft*		Est. Total Work Hours	Est. Total Local Work Hours	Est. Total Local Work Hours %
Example: *Laborer*	*Contractor X*	***Journey***	800	250	31%
		Apprentice	200	100	50%
Example: *Laborer*	*Contractor Y*	***Journey***	500	100	20%
		Apprentice	0	0	0
Example:	**TOTAL LABORER**	***Journey***	1300	350	**27%**
		Apprentice	200	100	**50%**
Example:	**TOTAL**		**1500**	**450**	**30%**
		Journey			
		Apprentice			
		Journey			
		Apprentice			
		Journey			
		Apprentice			

DISCLAIMER: *If the Total Work Hours for a Trade Craft are less than 5% of the Total Project Work Hours, the Trade Craft is exempt from the Mandatory Requirement. Subsequently, if the Trade Craft exceeds 5% of the Total Project Work Hours at any time during the project, the Trade Craft is subject to the Mandatory Requirement.*

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

Name of Authorized Representative	Signature	Date	Phone	Email

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

LOCAL HIRING PROGRAM
OEWD FORM 2
CONSTRUCTION CONTRACTS

FORM 2: LOCAL HIRING PLAN

Contractor: _____ **Project Name:** _____ **Contract #:** _____

If the Estimate for this Project exceeds **$1 million**, then Contractor must submit a *Local Hiring Plan* using this Form 2 through the City's Project Reporting System. Form 2 shall be initially submitted prior to the start of construction and include all known subcontractors. Contractor shall update this Form 2 quarterly as subcontractors are identified and shall continue with updates until all subcontracting is complete. The OEWD-approved Local Hiring Plan will be a Contract Document and will be the basis for determining Contractor's and its Subcontractors' compliance with the local hiring requirements. Any OEWD-approved *Conditional Waivers* (Form 4) will be incorporated into the OEWD-approved Local Hiring Plan.

COMPLETE AND SUBMIT A SEPARATE FORM 2 FOR EACH TRADE THAT WILL BE UTILIZED ON THIS PROJECT.

INSTRUCTIONS:

1. Please complete tables below for Contractor and all Subcontractors that will be contributing Project Work Hours to meet the Local Hiring Requirement.
2. Please note that a Form 2 will need to be developed and approved separately for each trade craft that will be utilized on this project.
3. If you anticipate utilizing apprentices on this project, please note the requirement that 30% of apprentice hours must be performed by San Francisco residents.
4. The Contractor and each Subcontractor identified in the Local Hiring Plan must sign this form before it will be considered for approval by OEWD.
5. If applicable, please attach all OEWD-approved Form 4 Conditional Waivers.
6. Additional blank form is available at our Website: www.workforcedevelopsf.org. For assistance or questions in completing this form, contact (415) 701-4894 or Email @ Local.hire.ordinance@sfgov.org.

List Trade Craft. Add numerical values from Form 1: Local Hiring Workforce Projection and input in the table below.

Trade Craft	Total Work Hours	Total Local Work Hours	Local Work Hours%	Total Apprentice Work Hours	Total Local Apprentice Work Hours	Local Apprentice Work Hours %
Example: *Laborer*	*1500*	*450*	*30%*	*200*	100	50%

List all contractors contributing to the project work hours to meet the Local Hiring Requirements for the above Trade Craft

Contractor and Authorized Representative	Local Journey Hours	Local Apprentice Hours	Total Local Work Hours	Start Date	Number of Working Days	*Contractor Signature
Contractor X Joe Smith	250	100	350	3/25/13	60	*Joe Smith*
Contractor Y Michael Lee	100	0	100	5/25/13	30	*Michael Lee*

****We the undersigned, have reviewed Form 2 and agree to deliver the hours set forth in this document.***

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

City Use Only	
OEWD Approval	☐ Yes ☐ No
Signature and Date:	

SAN FRANCISCO

FORM 4: CONDITIONAL WAIVERS

Contractor: _____ **Project Name:** _____ **Contract #:** _____

Upon approval from OEWD, Contractors and Subcontractors may use one or more of the following pipeline and retention compliance mechanisms to receive a Conditional Waiver from the Local Hiring Requirements on a project-specific basis. Conditional Waivers must be approved by OEWD. If applicable, each subcontractor must submit their individual Waiver request to OEWD and copy their Prime Contractor. This form can be submitted at any time.

TRADE WAIVER INFORMATION: Please provide information on the Trades you are requesting Waivers for:

Laborer Trade Craft	Est. Total Work Hours	Projected Deficient Local Work Hours	Laborer Trade Craft	Est. Total Work Hours	Projected Deficient Local Work Hours
1.			3.		
2.			4.		

Please check any of the following Conditional Waivers and complete the appropriate boxes for approval:

☐ **1. SPECIALIZED TRADES** ☐ **2. SPONSORING APPRENTICES** ☐ **3. CREDIT FOR NON-COVERED PROJECTS**

1. SPECIALIZED TRADES: Will your firm be requesting Conditional Waivers for "Specialized Trades" designated by OEWD and listed on OEWD's website or project-specific Specialized Trades approved by OEWD during the bid period? ☐ Yes ☐ No

Please CHECK off the following Specialized Trades you are claiming for Condition Waiver:

☐ MARINE PILE DRIVER ☐HELICOPTER, CRANE, OR DERRICK BARGE OPERATOR ☐IRONWORKER CONNECTOR
☐ STAINLESS STEEL WELDER ☐TUNNEL OPERATING ENGINEER ☐ELECTRICAL UTILITY LINEMAN ☐MILLWRIGHT
☐ TRADE CRAFT IS LESS THAN 5% OF TOTAL WORK HOURS. ***LIST:***

a. List OEWD-approved project-specific Specialized Trades approved during the bid period:	
OEWD APPROVAL: ☐ **Yes** ☐ **No**	**OEWD Signature:**

2. SPONSORING APPRENTICES: Will you be able to work with OEWD to sponsor an OEWD-specified number of new apprentices in the agreeable trades into California Department of Industrial Relations' Division of Apprenticeship Standards approved apprenticeship programs? ☐ Yes ☐ No

PLEASE PROVIDE DETAILS: Construction Trade	Est. # of Sponsor Positions	Union (Yes / No)	If Yes, Local #	Est. Start Date	Est Duration of Working Days	Est Total Work Hours Performed
		Y ☐ N ☐				
		Y ☐ N ☐				
	OEWD APPROVAL: ☐ **Yes** ☐ **No**		**OEWD Signature:**			

3. CREDIT for HIRING on NON-COVERED PROJECTS: If your firm cannot meet the mandatory local hiring requirement, will you be requesting credit for hiring Targeted Workers on Non-covered Projects? ☐ Yes ☐ No

PLEASE PROVIDE DETAILS: Labor Trade, Position, or Title		Est. # of Off-site Hires	Est Total Work Hours Performed	Offsite Project Name	Project Address
	Journey				
	Apprentice				
	OEWD APPROVAL: ☐ **Yes** ☐ **No**			**OEWD Signature:**	

Attachment C

LBE Utilization Plan

[see attached]

WORKFORCE AGREEMENT

ATTACHMENT C - LBE UTILIZATION PLAN

1. Purpose and Scope. This Attachment C ("**LBE Utilization Plan**") governs the Local Business Enterprise obligations of the Project pursuant to San Francisco Administrative Code Section 14B.20 and satisfies the obligations of each Project Sponsor and its Contractors and Consultants for a LBE Utilization Plan as set forth therein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Workforce Plan or Section 14B.20 as applicable. Developer will seek to, whenever practicable, conduct outreach to contracting teams that reflect the diversity of the City and include participation of both businesses and residents from the City's most disadvantaged communities such as the 94107, 94124, and 94134 zip codes. In the event of any conflict between Administrative Code Chapter 14B and this Attachment, this Attachment shall govern.

2. Roles of Parties. In connection with the design and construction phases of all Construction Work (as defined in the Workforce Plan), the Project will provide community benefits designed to foster employment opportunities for disadvantaged individuals by offering contracting and consulting opportunities to local business enterprises ("LBEs"). Each Project Sponsor shall participate in a local business enterprise program, and the City's Contract Monitoring Division will serve the roles as set forth below.

3. Definitions. For purposes of this Attachment, the definitions shall be as follows:

a. "CMD" shall mean the Contract Monitoring Division of the City Administrator's Office.

b. "Commercially Useful Function" shall mean that the business is directly responsible for providing the materials, equipment, supplies or services to the Contracting Party as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are those required and sought by the Contracting Party.

c. "Consultant" shall mean a person or company that has entered into a professional services contract for monetary consideration with a Project Sponsor to provide advice or services to the Project Sponsor directly related to the architectural or landscape design, physical planning, and/or civil, structural or environmental engineering of an LBE Improvement.

d. "Contract(s)" shall mean an agreement, whether a direct contract or subcontract, for Consultant or Contractor services for all or a portion of an LBE Improvement.

e. "Contracting Party" means a Project Sponsor, Contractor or Consultant retained to work on LBE Improvements, as the case may be.

f. "Contractor" shall mean a prime contractor, general contractor, or construction manager contracted by a Project Sponsor who performs construction work on an LBE Improvement.

g. "Follow-on Tenant Improvements" means tenant improvements within commercial spaces in residential or commercial buildings (office, retail) that are constructed pursuant to an approved building permit or site permit/addenda issued after the building permit or site permit/addenda for the Initial Tenant Improvements.

h. "Good Faith Efforts" shall mean procedural steps taken by the Project Sponsor, Contractor or Consultant with respect to the attainment of the LBE participation goals, as set forth in Section 7 below.

i. "Initial Tenant Improvements" means tenant improvements within commercial spaces in residential or commercial buildings (office, retail) that are constructed pursuant to the first building permit or site permit/addenda issued for such spaces after completion of building core and shell.

j. "Local Business Enterprise" or "LBE" means a business that is certified as an LBE under Chapter 14B.3.

k. "LBE Liaison" shall mean the Project Sponsor's primary point of contact with CMD regarding the obligations of this LBE Utilization Plan. Each prime Contractor(s) shall likewise have a LBE Liaison.

l. "LBE Improvements" means, as applicable, (a) all Horizontal Improvements required or permitted to be made to the Project Site to be carried out by Developer under the Development Agreement and (b) Workforce Buildings.

m. "Project Sponsor" shall mean the Developer of Horizontal Improvements or of Buildings constructed pursuant to the Development Agreement.

n. "Subconsultant" shall mean a person or entity that has a direct Contract with a Consultant to perform a portion of the work under a Contract for an LBE Improvement.

o. "Subcontractor" shall mean a person or entity that has a direct Contract with a Contractor to perform a portion of the work under a Contract for Construction Work.

p. "Workforce Buildings" means the following: (i) residential buildings, including associated residential units, common space, amenities, parking and back of house construction; (ii) commercial office, retail, parking buildings core & shell; (iii) tenant improvement for all commercial spaces in residential or commercial buildings (office, retail) which are 15,000 square feet (per square footage on building permit application) and above; and (iv) all construction related to standalone affordable housing buildings. Workforce Buildings shall expressly exclude residential owner-contracted improvements in for-sale residential units. Developer will use good faith efforts to hire LBEs for ongoing service contracts (e.g. maintenance, janitorial, landscaping, security etc.) within Workforce Buildings and advertise such contracting opportunities with CMD except to the extent impractical or infeasible. If a master association is responsible for the operation and maintenance of publicly owned improvements within the Project Site, CMD shall refer LBEs to such association for consideration with regard to contracting opportunities for such improvements. Such association will consider, in good faith such LBE referrals, but hiring decisions shall be entirely at the discretion of such association.

4. LBE Participation Goal. Project Sponsor agrees to participate in this LBE Utilization Plan and CMD agrees to work with Project Sponsor in this effort, as set forth in this Attachment C. As long as this Attachment C remains in full force and effect, each Project Sponsor shall make good faith efforts as defined below to achieve an overall LBE participation goal of eighteen percent (18%) of the total cost of all Contracts for an LBE Improvement awarded to LBE Contractors, Subcontractors, Consultants or Subconsultants that are Small and Micro-LBEs, as set forth in Administrative Code Section 14B.8(A); Follow-on Tenant Improvements and services are not included in the numerical goal. Notwithstanding the foregoing, CMD's Director may, in his or her discretion, provide for a downward adjustment of the LBE participation requirement, depending on LBE participation data presented by the Project Sponsor and its team in quarterly and annual reports and meetings. Where, based on reasonable evidence presented to the Director by a party attempting to achieve the LBE Participation goals, that there are not sufficient qualified Small and Micro-LBEs available, the Director may authorize the applicable party to satisfy the LBE participation goal through the use of Small, Micro or SBA-LBEs (as each such term is defined is employed in Chapter 14B of the Administrative Code), or may set separate subcontractor participation requirements for Small and Micro- LBEs, and for SBA-LBEs.

5. Project Sponsor Obligations. For each LBE Improvement, the Project Sponsor shall comply with the requirements of this Attachment C as follows: Upon entering into a Contract with a Contractor or Consultant, each Project Sponsor will include each such Contract a provision requiring the Contractor or Consultant to comply with the terms of this Attachment C, and setting forth the applicable percentage goal for such Contract, and provide a signed copy thereof to CMD within 10 business days of execution. Such Contract shall specify the notice information for the Contractor or Consultant to receive notice pursuant to Section 17. Each Project Sponsor shall identify a "LBE Liaison" as its main point of contact for outreach/compliance concerns. The LBE Liaison shall be a LBE Consultant with the experience in and responsible for making recommendations on how to maximize engagement of local small businesses/LBEs from disadvantaged communities including the 94124, 94134 and 94107 zip codes. The LBE Liaison shall be available to meet with CMD staff on a regular basis or as necessary regarding the implementation of this Attachment C. For the term of the Development Agreement, at least once per year, each Project Sponsor shall hold a public workshop for applicable contractor communities to publicize anticipated contracting opportunities for LBE Improvements for the succeeding year, which workshops may be held independently or in conjunction with each other. Each Project Sponsor will use good faith efforts to hire Small, Micro or SBA-LBEs for ongoing service contracts including janitorial, security and parking management contracts and advertise these contracting opportunities with the CMD except to the extent impractical or infeasible (e.g., a parking management contract cannot be broken down to allow two parking operators). Each Project Sponsor agrees to utilize a "subguard" policy or other means (i.e., OCIP or CCIP) to provide bonding capacity or assistance for LBEs working on the Project at the developer or contractor's option, should the firm be required to bond.
If a Project Sponsor fulfills its obligations as set forth in this Section 6 and otherwise cooperates in good faith at CMD's request with respect to any meet and confer process or enforcement action against a non-compliant Contractor, Consultant, Subcontractor or Subconsultant, then it shall not be held responsible for the failure of a Contractor, Consultant, Subcontractor or Subconsultant or any other person or party to comply with the requirements of this Attachment C.

7. Good Faith Efforts. City acknowledges and agrees that each Project Sponsor, Contractor, Subcontractor, Consultant and Subconsultant shall have the sole discretion to qualify, hire or not hire LBEs. If a Contractor or Consultant does not meet the LBE hiring goal set forth above, it will nonetheless be deemed to satisfy the good faith effort obligation of this Section 7 and thereby satisfy the requirements and obligations of this Attachment C if the Contractor, Consultants and their Subcontractors and Subconsultants, as applicable, perform the good faith efforts set forth in this Section 7 as follows:

a. Advance Notice. Notify CMD in writing of all upcoming solicitations of proposals for work under a Contract at least 15 business days before issuing such solicitations to allow opportunity for CMD to identify and outreach to any LBEs that it reasonably deems may be qualified for the Contract scope of work.

b. Contract Size. Where practicable, the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant, in their sole discretion, may divide the work in order to encourage maximum LBE participation or, encourage joint venturing. The Contracting Party will identify specific items of each Contract that may be performed by Subcontractors.

c. Advertise. The Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant may advertise for professional services and contracting opportunities in media focused on small businesses including the Bid and Contract Opportunities website through the City's Office of Contract Administration (http://mission.sfgov.org/OCABidPublication) and other local and trade publications, and allowing subcontractors to attend outreach events, pre-bid meetings, and inviting LBEs to submit bids to Project Sponsor or its prime Contractor or Consultant, as applicable. As Contractor deems necessary, convene pre-bid or pre-solicitation meetings no less than 15 days prior to the opening of bids and proposals for LBEs to ask questions about the selection process and technical specifications/requirements.

d. CMD Invitation. If a pre-bid meeting or other similar meeting is held with proposed Contractors, Subcontractors, Consultants or Subconsultants, invite CMD to the meeting to allow CMD to explain proper LBE utilization.

e. Public Solicitation. The Project Sponsor or its prime Contractor(s) and/or Consultants, as applicable, will work with CMD to follow up on initial solicitations of interest by contacting LBEs to determine with certainty whether they are interested in performing specific items in a project.

f. Outreach and Other Assistance. The Project Sponsor or its prime Contractor (s) and/or Consultants, as applicable, will a) provide LBEs with plans, specifications and requirements for all or part of the project; b) notify LBE trade associations that disseminate bid and contract information and provide technical assistance to LBEs. The designated LBE Liaison(s) will work with CMD to conduct outreach to LBEs for all consulting/contracting opportunities in the applicable trades and services in order to encourage them to participate on the project.

g. Contacts. Make contacts with LBEs, associations or development centers, or any agencies, which disseminate bid and contract information to LBEs and document any other efforts undertaken to encourage participation by LBEs.

h. Good Faith/Nondiscrimination. Make good faith efforts to enter into Contracts with LBEs and give good faith consideration to bids and proposals submitted by LBEs. Use nondiscriminatory selection criteria (for the purpose of clarity, exercise of subjective aesthetic taste in selection decisions for architect and other design professionals shall not be deemed discriminatory and the exercise of its commercially reasonable judgment in all hiring decisions shall not be deemed discriminatory).

i. Incorporation into contract provisions. Project Sponsor shall include in Contracts provisions that require prospective Contractors and Consultants that will be utilizing Subcontractors or Subconsultants to follow the above good faith efforts to subcontract to LBEs, including the overall LBE participation goal and any LBE percentage that may be required under such Contract (Note: Developer/applicable tenants shall follow this programs Good Faith Efforts for Follow-on Tenant Improvements and services, but such work is not subject to the numerical LBE goal).

j. Monitoring. Allow CMD Contract Compliance unit to monitor Consultant/Contractor selection processes and, when necessary give suggestions as to how best to maximize LBEs ability to complete and win procurement opportunities.

k. Maintain Records and Cooperation. Maintain records of LBEs that are awarded Contracts, not discriminate against any LBEs, and, if requested, meet and confer with CMD as reasonably required in addition to the meet and confer sessions described in Section 10 below to identify a strategy to meet the LBE goal;

l. Quarterly and Annual Reports. During construction, the LBE Liaison(s) shall prepare a quarterly and annual report of LBE participation goal attainment and submit to CMD as required by Section 10 herein; and

m. Meet and Confer. Attend the meet and confer process described in Section 10.

8. Good Faith Outreach. Good faith efforts shall be deemed satisfied solely by compliance with Section 7. Contractors and Consultants, and Subcontractors and Subconsultants as applicable shall also work with CMD to identify from CMD's database of LBEs those LBEs who are most likely to be qualified for each identified opportunity under Section 7.a, and following CMD's notice under Section 9.a, shall undertake reasonable efforts at CMD's request to support CMD's outreach identified LBEs as mutually agreed upon by CMD and each Contractor or Consultant and its Subcontractors and Subconsultants, as applicable.

9. CMD Obligations. The following are obligations of CMD to implement this LBE Utilization Plan:

a. During the fifteen (15) business day notification period for upcoming Contracts required by Section 7.a, CMD will work with the Project Sponsor and its Contractor and/or Consultant as applicable to send such notification to qualified LBEs to alert them to upcoming Contracts.

b. Provide assistance to Contractors, Subcontractors, Consultants and Subconsultants on good faith outreach to LBEs.

c. Review quarterly reports of LBE participation goals; when necessary give suggestions as to how best to maximize LBEs ability to compete and win procurement opportunities.

d. Perform other tasks as reasonably required to assist the Project Sponsor and its Contractors, Subcontractors, Consultants and Subconsultants in meeting LBE participation goals and/or satisfying good faith efforts requirements.

e. Insurance and Bonding. Recognizing that lines of credit, insurance and bonding are problems common to local businesses, CMD staff will be available to explain the applicable insurance and bonding requirements, answer questions about them, and, if possible, suggest governmental or third party avenues of assistance.

10. Meet and Confer Process. Commencing with the first Contract that is executed for an LBE Improvement, and every six (6) months thereafter, or more frequently if requested by either CMD, Project Sponsor or a Contractor or Consultant and the CMD shall engage in an informal meet and confer to assess compliance of such Contractor and Consultants and its Subcontractors and Subconsultants as applicable with this Attachment C. When deficiencies are noted, meet and confer with CMD to ascertain and execute plans to increase LBE participation.

11. Prohibition on Discrimination. Project Sponsors shall not discriminate in its selection of Contractors and Consultants, and such Contractors and Consultants shall not discriminate in their selection of Subcontractors and Subconsultants against any person on the basis of race, gender, or any other basis prohibited by law. As part of its efforts to avoid unlawful discrimination in the selection of Subconsultants and Subcontractors, Contractors and Consultants will undertake the Good Faith Efforts and participate in the meet and confer processes as set forth in Sections 7 and 10 above.

12. Collective Bargaining Agreements. Nothing in this Attachment C shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreement, project stabilization agreement, existing employment contract or other labor agreement or labor contract ("Collective Bargaining Agreements"). In the event of a conflict between this Attachment C and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Attachment C.

13. Reporting and Monitoring. Each Contractor, Consultant, and its Subcontractors and Subconsultants as applicable shall maintain accurate records demonstrating compliance with the LBE participation goals, including keeping track of the date that each response, proposal or bid that was received from LBEs, including the amount bid by and the amount to be paid (if different) to the non-LBE contractor that was selected, documentation of any efforts regarding good faith efforts as set forth in Section 7. Project Sponsors shall create a reporting method for tracking LBE participation. Data tracked shall include the following (at a minimum):

a. Name/Type of Contract(s) let (e.g. civil engineering contract, environmental consulting, etc.)

b. Name of Contractors (including identifying which are LBEs and non-LBEs)
c. Name of Subcontractors (including identifying which are LBEs and non-LBEs)
d. Scope of work performed by LBEs (e.g. under an architect, an LBE could be procured to provide renderings)
e. Dollar amounts associated with both LBE and non-LBE Contractors at both prime and Subcontractor levels.
f. Total LBE participation is defined as a percentage of total Contract dollars.
g. Outcomes with respect to Developer's efforts to engage (hire) local small businesses/LBEs from disadvantaged communities including the 94124, 94134 and 94107 zip codes.

14. Written Notice of Deficiencies. If based on complaint, failure to report, or other cause, the CMD has reason to question the good faith efforts of a Project Sponsor, Contractor, Subcontractor, Consultant or Subconsultant, then CMD shall provide written notice to the Project Sponsor, each affected Contractor or Consultant and, if applicable, also to its Subcontractor or Subconsultant. The Contractor or Consultant and, if applicable, the Subcontractor or Subconsultant, shall have a reasonable period, based on the facts and circumstances of each case, to demonstrate to the reasonable satisfaction of the CMD that it has exercised good faith to satisfy its obligations under this Attachment C. When deficiencies are noted CMD staff will work with the appropriate LBE Liaison(s) to remedy such deficiencies.

15. Remedies. Notwithstanding anything to the contrary in the Development Agreement, the following process and remedies shall apply with respect to any alleged violation of this Attachment C:

Mediation and conciliation shall be the administrative procedure of first resort for any and all compliance disputes arising under this Attachment C. The Director of CMD shall have power to oversee and to conduct the mediation and conciliation.

Non-binding arbitration shall be the administrative procedure of second resort utilized by CMD for resolving the issue of whether a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant discriminated in the award of one or more LBE Contracts to the extent that such issue is not resolved through the mediation and conciliation procedure described above. Obtaining a final judgment through arbitration on LBE contract related disputes shall be a condition precedent to the ability of the City or the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant to file a request for judicial relief.

If a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant is found to be in willful breach of the obligations set forth in this Attachment C, assess against the noncompliant Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant liquidated damages not to exceed $25,000 or 5% of the Contract, whichever is less, for each such willful breach. In determining the amount of any liquidated damages to be

assessed within the limits described above, the arbitrator or court of competent jurisdiction shall consider the financial capacity of the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

For all other violations of this Attachment C, the sole remedy for violation shall be specific performance, without the limits with respect thereto in Section 9.3 of the Development Agreement.

16. Duration of this Agreement. This Attachment C shall terminate (i) as to each work of Horizontal Improvement where work has commenced under the Development Agreement, upon a determination by the City that such Horizontal Improvement is complete; and (ii) as to each Workforce Building, upon the issuance of the last Certificate of Occupancy for such Workforce Building (i.e., upon completion of the Workforce Building); and (iii) as to all Initial Tenant Improvements and Follow-on Tenant Improvements, ten (10) years after issuance of the last Temporary Certificate of Occupancy for the Buildings in which the Initial Tenant Improvements or Follow-on Tenant Improvements are located. Upon such termination, this Attachment C shall be of no further force and effect.

17. Notice. All notices to be given under this Attachment C shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to CMD: _____
_____
_____
Attn: _____

If to Project Sponsor: _____
_____
_____
Attn: _____

If to Contractor: _____
_____
_____
Attn: _____

If to Consultant: _____
_____
_____
Attn: _____

Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

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Attachment D

Dispute Resolution

*1. **Arbitration***

Any dispute involving the alleged breach or enforcement of this Workforce Agreement (excluding disputes relating to the First Source Hiring Agreement and the applicable City ordinances, which shall be resolved in accordance with their respective terms) shall be submitted to arbitration in accordance with this **Attachment** D.

The arbitration shall be submitted to the American Arbitration Association, San Francisco, California office ("***AAA***") which will use the Commercial Rules of the AAA then applicable, but subject to the further revisions t. If there is a conflict between the Commercial Rules of the AAA and the arbitration provisions in this Attachment D, the arbitration provisions of this Attachment D shall govern. The arbitration shall take place in the City and County of San Francisco.

*2. **Demand for Arbitration***

The party seeking arbitration shall make a written demand for arbitration ("***Demand for Arbitration***") in accordance with the notice procedures of Appendix Pt. A, Section 5 (Notices). The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying the entities believed to be involved in the dispute; (2) a copy of the notice of default, if any, sent from one party to the other; (3) any written response to the notice of default; and (4) a brief statement of the nature of the alleged default.

*3. **Parties' Participation***

All persons or entities affected by the dispute (including, as applicable, OEWD, Developer, and Construction Contractor (and subcontractor)) and shall be made Arbitration Parties. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such affected person or entity as an Arbitration Party; provided that, upon request by any party, the arbiter may dismiss such party if it is not reasonably affected by the dispute.

*4. **OEWD Request to AAA***

Within seven (7) business days after service or receipt of a Demand for Arbitration, OEWD shall transmit to AAA a copy of the Demand for Arbitration and any written response thereto from an Arbitration Party. Such material shall be made part of the arbitration record.

*5. **Selection of Arbitrator***

One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the Arbitration Parties in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) business days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be the arbitrator's agreement to: (i) submit to all Arbitration

Parties the disclosure statement required under California Code of Civil Procedure Section 1281.9; and (ii) render a decision within thirty (30) days from the date of the conclusion of the arbitration hearing.

6. ***Setting of Arbitration Hearing***

A hearing shall be held within ninety (90) days of the date of the filing of the Demand for Arbitration with AAA, unless otherwise agreed by the Arbitration Parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

7. ***Discovery***

In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05 as it may be amended from time to time.

8. ***California Law Applies***

California law, including the California Arbitration Act, Code of Civil Procedure Part 3, Title 9, §§ 1280 through 1294.2, shall govern all arbitration proceedings in any Employment and Contracting Agreement.

9. ***Arbitration Remedies and Sanctions***

The arbitrator may impose only the remedies and sanctions set forth below:

a. Order specific, reasonable actions and procedures to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance with the Workforce Agreement.

b. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the applicable sections of the Workforce Agreement, or from granting extensions or modifications to existing contracts related to services covered by the applicable sections of the Workforce Agreement, other than those minor modifications or extensions necessary to enable completion of the work covered by the existing contract.

c. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any Arbitration Party to comply with any of the requirements in this Workforce Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by OEWD. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars ($50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of the Workforce Agreement unless the breaching party has failed to cure after being provided written notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent uncured willful breaches by any Arbitration Party whether or not the

breach is subsequently cured. For purposes of this paragraph, "***willful breach***" means a knowing and intentional breach.

d. Direct any Arbitration Party to produce and provide to OEWD any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

10. ***Arbitrator's Decision***

The arbitrator will normally make his or her award within twenty (20) days after the date that the hearing is completed but in no event past thirty (30) days from the conclusion of the arbitration hearing; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party and shall also copy all Arbitration Parties by email (if email addresses are provided).

11. ***Default Award; No Requirement to Seek an Order Compelling Arbitration***

The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) the person or entity received actual written notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

12. ***Arbitrator Lacks Power to Modify***

Except as expressly provided above in this Attachment D, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Workforce Agreement or to negotiate new agreements or provisions between the parties.

13. ***Jurisdiction/Entry of Judgment***

The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The prevailing Arbitration Party(ies) shall be entitled to reimbursement for the arbitrator's fees and related costs of arbitration. If a subcontractor is the losing party and fails to pay the fees within 30 days, then the applicable Construction Contractor (for whom that subcontractor worked) shall pay the fees. Each Arbitration Party shall pay its own attorneys' fees, provided, however, those attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

14. ***Exculpation***

Except as set forth in **Section 13** of this Attachment D, each Arbitration Party shall expressly waive any and all claims against OEWD and the City for costs or damages, direct or indirect, relating to this Workforce Agreement or the arbitration process in this Attachment D,

including but not limited to claims relating to the start, continuation and completion of construction.

EXHIBIT S

Development Phase Application

EXHIBIT S

Development Phase Applications Review Procedures

1. General. The Project shall be built in Development Phases as generally described in the Phasing Plan, subject to any changes to the Phasing Plan approved in accordance with Sections 3.2.5 and 3.2.6 of this Agreement. The Phasing Plan reflects the Parties' mutual acknowledgement that certain controls shall guide the development of the Project and the phased provision of Public Improvements and Privately-Owned Community Improvements. The Parties acknowledge and agree that the City cannot disproportionately burden a Development Phase in violation of the Phasing Plan, Proportionality Requirement and the Phasing Goals. The Parties further acknowledge that certain Infrastructure or Public Improvements may be required at an early stage of development in accordance with operational or system needs. The Parties shall cooperate in good faith to amend a Development Phase Approval (as set forth in paragraph 6 below) if needed to advance such improvements and to delay other improvements while maintaining the Proportionality Requirement and the Phasing Goals. Nothing in the Phasing Plan or this Exhibit S is intended to conflict with or override the specific requirements of any Plan Document, including the Affordable Housing Plan, the Infrastructure Plan, and the Transportation Plan.

2. Development Phase Application Review and Approval. At any time before submitting a Development Phase Application (defined below) to the Planning Department for review, Developer may request a pre-application meeting to review the proposed Development Phase. Before each Development Phase, Developer shall submit to the Planning Department an application (a "**Development Phase Application**") in substantial conformance with the attached checklist. Upon receipt, the Planning Director shall have the right to request additional information from Developer as may be needed to understand the proposed Development Phase Application and to ensure compliance with this Agreement, including the Phasing Plan; provided, however, that within 30 days following receipt of a Development Phase Application, the Planning Director will notify Developer of any deficiencies and make any requests for additional information or materials that are reasonably necessary in order to process the Development Phase Application. The Planning Department will review the proposed improvements against the requirements of this Agreement. If the Planning Director objects to the proposed Development Phase Application, he or she shall do so in writing, stating with specificity the reasons for the objection and any items that should be included or changed to bring the Development Phase Application into compliance with this Agreement, including the Phasing Plan. The Planning Director will act reasonably in making determinations with respect to each Development Phase Application, including the determination as to whether the Development Phase Application meets the requirements of the Phasing Plan. The Parties agree to meet and confer in good faith to discuss and resolve any differences in the scope or requirements of a Development Phase Application. Planning shall review Development Phase Applications within thirty (30) days of receipt in order to determine completeness. If the Planning Director fails to respond within such 30-day period, the Development Phase Application will be deemed complete. The Planning Director shall act on a Development Phase Application within sixty (60) days after receipt of a complete Development Phase Application. Changes proposed by Planning staff will be reasonably considered by Developer, and changes proposed by Developer will be reasonably considered by Planning staff. If there are no objections, or upon resolution of any

differences, the Planning Director shall approve the Development Phase Application with such revisions, conditions, comments, or requirements as may be permitted in accordance with the terms of this Agreement (each a "**Development Phase Approval**").

3. Standard of Approval. Approval of the Development Phase Application will be ministerial in nature based on the Development Phase Application's completeness and its conformance with the Approvals. Discretion in approving a Development Phase Application will be limited to those matters where the proposed development plan deviates from the Approvals. As such, the Planning Director will approve any Development Phase Application that conforms to and is consistent with this Agreement, including the applicable Plan Documents, Phasing Plan and Approvals, and will not disapprove any Development Phase Application on the basis of any element that conforms to and is consistent therewith.

4. Concurrent Review. Developer must obtain a Development Phase Approval before the City can approve a tentative subdivision map that covers all or any portion of the applicable Development Phase; provided, however, that approval of a Development Phase Application will not be required for (i) the approval of a tentative or final transfer map, (ii) the issuance of construction permits for grading and site preparation in any Phase, or (iii) the approval of a tentative subdivision map application that covers all of the Developer Property (which may exclude any property then under option to Developer, at Developer's election). Subject to the foregoing, at any time before or after submittal of a Development Phase Application, Developer may submit Subdivision Map and Design Review Applications covering all or any of the real property within the Development Phase for the City's review and approval in accordance with the procedures hereunder and under the SUD, but the time period for City approvals of Subdivision Maps other than tentative or final transfer maps or a tentative map for all of the Developer Property (which may exclude any property then under option to Developer, at Developer's election shall not begin until Planning issues a Development Phase Approval.

5. Start of Development Phase. Upon receipt of a Development Phase Approval, Developer may submit a tentative subdivision map application (if not already submitted) covering all or a portion of the subject Development Phase. Developer also has the option to submit a Tentative Map application and seek approval of phased final maps for each Development Phase or a portion thereof. As provided in Section 4 above, if the Developer submits a tentative subdivision map that covers all of the Developer Property (which may exclude any property then under option to Developer, at Developer's election), the City may not condition approval of such a map on a Development Phase Approval, but the City shall not be required to issue construction permits for Commencement of Construction within any Development Phase covered by such map unless the City has first approved a Development Phase Approval for the applicable Development Phase and the construction permits are associated with said Development Phase. Following submittal of any tentative subdivision map application, Developer shall have the right to submit any request or application for Later Approvals, such as street improvement permits and building permits, required to start construction. Each Development Phase shall be deemed to have commenced if (i) site or building permits have been issued by the City for all or a portion of the Buildings located in that Development Phase and (ii) some identifiable construction, such as grading, of all or a portion of that Development Phase has been initiated.

6. Amendment of a Development Phase Approval. At any time after receipt of a Development Phase Approval, Developer may request an amendment to the Development Phase Approval. Any such request for amendment shall be made to the Planning Director, and shall be subject to the same review and approval standards as set forth in this Agreement for the original approval. Amendments to a Development Phase Approval which include changes to the Phasing Plan shall be subject to the requirements of Section 3.2.5 and 3.2.6 of this Agreement. Changes in the type, density or intensity of vertical development (residential or commercial) that is identified in a Development Phase Application as "anticipated" or "proposed" will not require an amendment to a Development Phase Approval, so long as the Development Phase remains in compliance with this Agreement, including the applicable Plan Documents and Approvals.

7. Concurrent Development. Each Development Phase shall remain independent, in accordance with this Agreement, so long as the functional and operational requirements of that Development Phase can be met with the completion of any necessary Infrastructure. Developer may begin construction of a Development Phase simultaneously with another Development Phase or may begin construction of a subsequent Development Phase while components of a prior Development Phase are still in progress. Notwithstanding the above, Developer may propose interim or temporary Infrastructure improvements, and DPW, with the consent of any affected City Agency in their respective sole discretion, may allow such interim or temporary Infrastructure improvements and defer completion of required Public Improvements subject to terms and conditions that the City deems appropriate. The applicable Public Improvement Agreement will address the interim or temporary Infrastructure improvements along with sufficient security to guarantee the completion and removal of such improvements and security for the permanent Public Improvements. The City will not accept any interim or temporary improvements for maintenance and liability purposes. Notwithstanding Administrative Code Chapter 23, the Director of Real Estate is authorized to accept on behalf of the City temporary public easements related to the construction, completion, and use of Public Improvements, and temporary or interim improvements, for a period not to exceed five (5) years. Nothing in this paragraph shall be construed as a limitation on the discretion retained by any City Agency as set forth in this Agreement.

8. Development Phase Application: Purpose and Approval Authority

- Purpose: to provide a broad overview of the scope of each Development Phase, including the number and type of each element (vertical and horizontal). To ensure that Associated Community Benefits and Phasing Plan requirements are satisfied.
- City Department responsible for review: PLANNING
- City Department responsible for approval: PLANNING
    - Planning shall review Phase Applications within (30) thirty days to determine completeness. Once a complete Phase Application is submitted, Planning has sixty (60) days to review and take action on the Phase Application. Planning may request additional information, and may request revisions if the content of the Application does not meet the requirements of these Development Phase Application Review Procedures.

- Upon approval, Planning will issue a Development Phase Approval, with an attachment containing comments received from other City Agencies.
- Planning will issue a copy of the Development Phase Approval to City Agencies.
- Planning may attach or include conditions to a Development Phase Approval to the extent such conditions are required to make the applicable Development Phase conform to the applicable Plan Documents and Approvals, including the Phasing Plan.

- Role of other City Departments: If the Development Phase will include a parking garage, then Developer will provide the submittals and work with the Planning Director and the Director of Transportation as more specifically provided in the Transportation Exhibit, Section III. Development Phase Applications will be distributed to the implementing City Agencies for their information. Relevant City Agencies include: DPW, SFPUC, MTA, Port, SFFD, RPD, OEWD. No action is required by these City Agencies. City Agencies may provide informational comments on the content of the Development Phase Application to Planning within Planning's sixty (60) day review timeline.
- Relationship to Infrastructure Review by Other City Departments. A Development Phase Application must show how the proposed scope and content of Infrastructure within the Development Phase will comply with the Plan Documents and Approvals, including the Phasing Plan. The approved Development Phase Application will not limit the scope of Infrastructure that Developer is required to construct in the Development Phase, but the proposed scope and content of Infrastructure in such improvement plans shall *at least* serve the scope outlined in the Phase Application. The exact details of required Infrastructure in each Development Phase may vary from the approved Development Phase Approval in order to achieve appropriate roadway access, functional utility systems and connections, and to maintain service to existing residents and commercial users, but shall still be governed by the Infrastructure Plan and Phasing Plan. Notwithstanding the foregoing, any removal of street sections from a Development Phase after its inclusion in a Development Phase Approval will be subject to Planning Department review and approval.

9. Contents of Development Phase Applications. Each Development Phase Application must include, at a minimum, the materials set forth in the Development Phase Application Checklist attached hereto as Schedule 1.

Schedule 1: Application Checklist

This checklist itemizes the required components of each Development Phase Application.

1. Site plan and other graphics, including existing or proposed blocks, lots, streets and area, showing the area covered by the applicable Development Phase Application.

2. A narrative description of the proposed scope of development within the Development Phase, including estimated square feet of each land use category and total parking.

3. Materials sufficient to describe the Infrastructure, Privately-Owned Community Improvements and Parks and Open Space that will be provided for the Development Phase, and a description of how the Development Phase will comply with the requirements of the Phasing Plan to provide these Associated Community Benefits consistent with the Phasing Plan. The level of detail will be commensurate with the detail set forth in the Infrastructure Plan and Planning Department standards for conditional use applications.

4. If the Development Phase will include residential use, the Development Phase Application will also include:

    4.1. Developer's estimate of the total number of residential units, the number and location of affordable housing units and AMI levels, and affordable housing credits to be provided in the Development Phase through in-lieu fees or land dedications, as set forth in the Housing Plan. Developer shall include the Housing Data Table and map to cover this information.

    4.2. The anticipated number and location of market rate parcel pads to be prepared, with the estimated number of Residential Units on each.

    4.3. A status of improvements in prior Development Phase Approvals.

5. A table or matrix showing applicable Mitigation Measures associated with the applicable Development Phase.

6. The following Infrastructure improvement details:

    6.1. Plans showing the Infrastructure to be provided for the Development Phase at a level of detail sufficient to determine consistency of the Development Phase with the Phasing Plan.

    6.2. Plans showing existing streets to be vacated and new streets to be dedicated.

6.3. Plan showing location of the Development Phase in relation to the rest of the Project Site, with street access and circulation for existing residents.

7. Narrative or schedule of anticipated order of horizontal construction within the Development Phase, by element (i.e., Infrastructure, Privately-Owned Community Improvements and Parks and Open Spaces).

8. List of any requested modifications to this Agreement, including the Phasing Plan, the Design Guidelines or other Plan Documents.

9. Certification of accuracy from authorized representative.

10. For illustrative purposes only, a summary table materially in the form shown below, listing the permitted and anticipated, and if known, type, density and intensity of, vertical development by parcel within the Development Phase.

Sample Summary Table

Blocks in the Design Guide-lines	**Height/Bulk District**	**Maximum Permitted Heights**	**Allowable Use under the SUD, and Anticipated Use if known**	**Anticipated Amount of Development**	**Type of Affordable Housing Anticipated**	**Proposed Parking & Parking Ratio, if known**
(1, 2, 3, etc.)			*(Affordable Housing, Market Rate Parcel, Commercial, Retail, Community, Other)*	*(Total # Housing Units, Square Footage of Retail, Commercial, Community, Other)*	*(# BMR Units, In Lieu, Land Dedication)*	*(Residential and/or Commercial)*

Exhibit T

Design Review of RPD Park Parcels

Exhibit T

Design Review of RPD Park Parcels

Schematic Design Applications. Developer will submit to RPD an application for the schematic design of each RPD Park Parcel (each, a "**Schematic Design Application**") at such time as Developer reasonably determines necessary to meet the requirements for Completion under the Development Agreement. Each Schematic Design Application will include the following information:

(a) A written narrative describing the overall conceptual design, including the park program, design elements, and facilities provided for the Parks and Open Space;

(b) An illustrative site plan to scale showing;

(i) Conceptual circulation systems (vehicular, bicycle, and pedestrian) including parking;

(ii) Conceptual grading and drainage;

(iii) Generalized locations of active and passive recreational areas; park elements and facilities;

(iv) Generalized locations and conceptual layout for landscaping and hardscape areas, including tree planting and any stormwater treatment areas; and

(v) Generalized locations for furnishings, lighting, public art, signage, comfort facilities, stairs, ramps, and railing;

(c) Illustrative sections and perspectives representative of the overall conceptual design, including key relationships between programmatic areas, design elements, and defining park features and facilities; and

(d) Image "boards" showing proposed concepts, detailed studies and/or precedents for site furnishings, paving materials, site architectural elements, lighting, public art, signage, comfort facilities, stairs, ramps and railings, tree species (and alternate species), and species palette concepts for major landscaping areas.

RPD Review. RPD staff will review each Schematic Design Application (at 15% design) for completeness, which means the Schematic Design Application includes all documents and materials in such detail as is required hereunder. RPD will make its determination of completeness within thirty (30) days after submittal and will advise Developer in writing of any deficiencies. The RPD General Manager will promptly review and either approve or disapprove, or conditionally approve, the Schematic Design Application, in consultation with the Planning Department, within sixty (60) days after receipt of a complete Schematic Design Application. Each Schematic Design Application will be approved if, in the reasonable judgment of the RPD General Manager, the Schematic Design Application meets all of the requirements of, and is

consistent with, the applicable Plan Documents and Approvals, including this Development Agreement and the Design Guidelines. The RPD General Manager will not (i) disapprove any Schematic Design Application on the basis of any element that conforms to and is consistent with the Plan Documents and Approvals; or (ii) impose conditions that conflict with the Plan Documents and Approvals. In the event of a disapproval, the RPD General Manager will notify Developer of the reasons for the disapproval and the items that must be changed or augmented in order to obtain approval. Thereafter, Developer may re-submit revised Schematic Design Applications to the RPD General Manager that will address the RPD General Manager's reasons for disapproval.

Additional Reviews and Approvals. Once Schematic Design Applications have been approved by RPD, Developer will submit development drawings to RPD (at 30%, 60% and 90% design) for approval, following the same process described above with the same approval standards; provided, however, for 30%, 60% and 90% design applications, RPD will make its determination of completeness within thirty (30) days after submittal, and RPD General Manager will promptly review and either approve or disapprove, or conditionally approve, the 30%, 60% and 90% design application, in consultation with the Planning Department, within thirty (30) days after receipt of a complete 30%, 60% and 90% design application. In addition, if and when Developer submits any improvement plans (both design development drawings and final improvement plans) to the DPW or DBI as needed in compliance with the Subdivision Code, Developer will also copy RPD staff for circulation to the RPD Structural and Maintenance Division (the "Division") in accordance with the Division Plan Review Guidelines. The Division will provide Public Works with any comments in writing as to the completeness of the submittal within fifteen (15) days, along with a reasonably detailed list of any deficiencies, and will copy Developer on its comments, if any. The RPD Structural and Maintenance Division will promptly review and provide its comments on each improvement plan submittal within fifteen (15) days after receipt of a complete Application, and will copy Developer on its comments, if any.

Nothing in this Exhibit will override the Charter authority of the Arts Commission, to the extent applicable.

Exhibit U

Applicable Impact Fees and Exactions.

(INDIA BASIN)

1. **Transportation Fee**.

   a. **Payment by Developer**. Developer will pay to SFMTA a "Transportation Fee" that SFMTA will use and allocate in accordance with Section 1b below, and in consideration of these requirements, Planning Code Section 411A.1-411A.9 shall apply to the Project only to the extent it does not conflict with this Exhibit U. The Transportation Fee must meet all requirements of and will be payable on any Development Project on the Project Site in accordance with Planning Code sections 411A.1-411A.8, provided, however, that:

      i. The Transportation Fee will be payable on any Development Project on the Project Site, except Affordable Housing Projects pursuant to Planning Code Section 406(b) prior to the issuance of the First Construction Permit (as defined in the Housing Plan) for each Building; and

      ii. The amount of the Transportation Fee for each applicable land use category will be as set forth below.

Use	Rate per gross sq. ft.
Residential	$4.82
Non Residential	$16.71

   b. **Accounting and Use of Transportation Fee**. Planning Code Section 411A.7 applies as to the accounting and use of the Transportation Fee.

2. **Affordable Housing**. Under the Housing Plan, Developer must provide Inclusionary Units, BMR Units or In Lieu Fee Units, all in accordance with the terms and conditions of the Housing Plan. In consideration of these requirements, Planning Code sections 415.1–415.11 will not apply to the Project except to the extent expressly provided in the Housing Plan.

3. **Child Care**. Developer must provide one on-site child care facility within the applicable Development Phase as set forth in the Phasing Plan (the "**On-Site Child Care Facility**"). The On-Site Child Care Facility must be at least 3,000 square feet of interior space, with sufficient protected outdoor space to meet the requirements of California law, to serve a minimum of 40 children and be available for lease to a licensed nonprofit operator without charge for rent, utilities, property taxes, building services, repairs or any other charges of any nature, as evidenced by a lease and an operating agreement between the

sponsor and the provider with minimum terms of three years. Thereafter, the childcare facility must be available to a licensed nonprofit operator for an additional period of five years, at a cost not to exceed actual operating and tenant improvement costs reasonably allocated to similar facilities in similar buildings, amortized over the remaining term of the lease. In consideration of these requirements, Planning Code sections 414.1-414.15 and sections 414A.1–414A.8 will not apply to the Project.

4. **School Facilities Fees**. Developer must pay the school facilities impact fees imposed under state law (Educ. Code §§ 17620-17626, Gov't Code §§ 65970-65981, & Gov't Code §§ 65995-65998) at the rates in effect at the time of assessment.

EXHIBIT V

Map Showing Streets to be Vacated and Transferred to Developer

ARELIOUS WALKER DRIVE NOTE

FITCH STREET WAS RENAMED ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED BY THE MAYOR, DECEMBER 7, 1995.

MAP REFERENCES

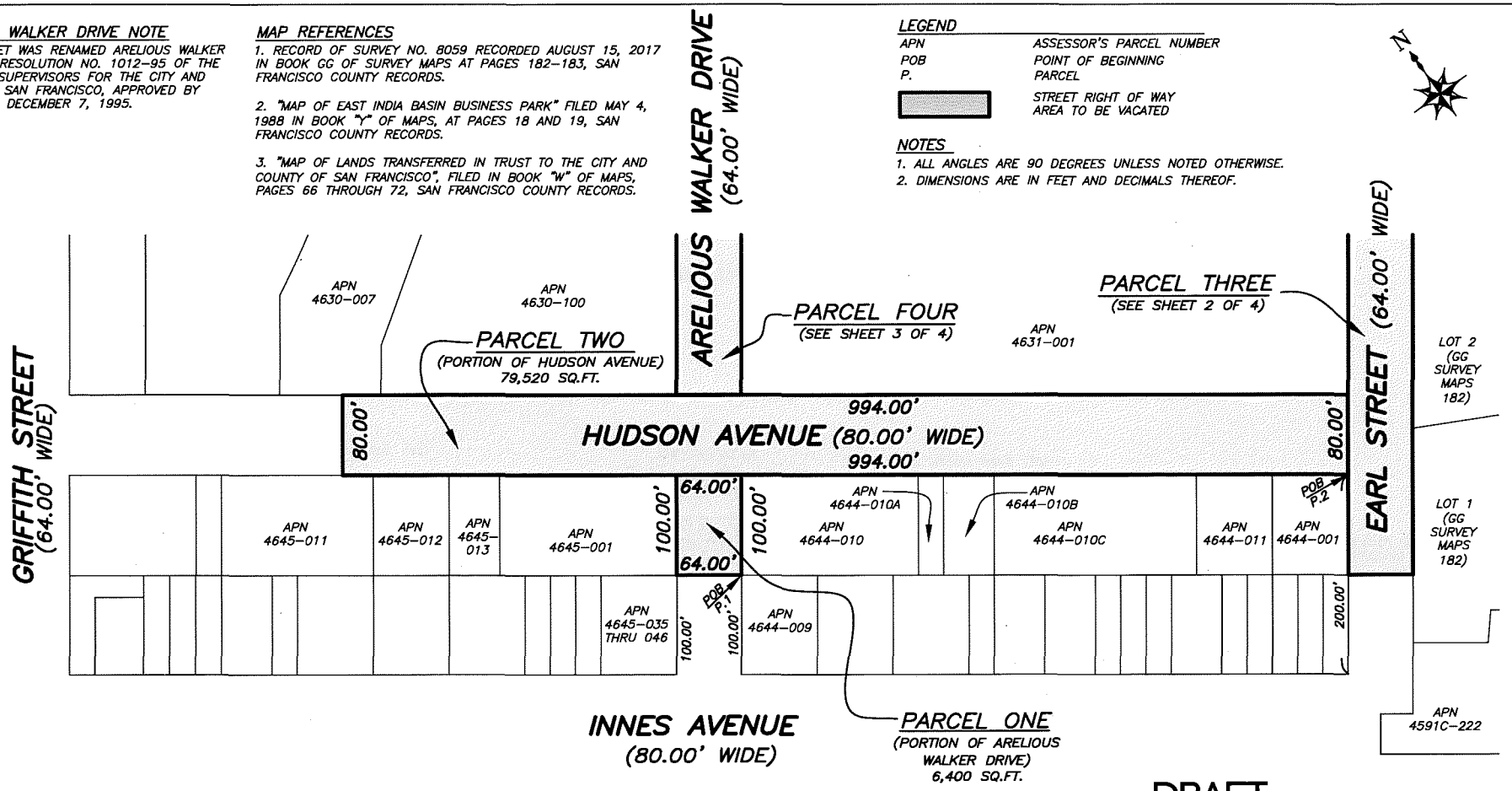
1. RECORD OF SURVEY NO. 8059 RECORDED AUGUST 15, 2017 IN BOOK GG OF SURVEY MAPS AT PAGES 182-183, SAN FRANCISCO COUNTY RECORDS.
2. "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS.
3. "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", FILED IN BOOK "W" OF MAPS, PAGES 66 THROUGH 72, SAN FRANCISCO COUNTY RECORDS.

LEGEND

APN	ASSESSOR'S PARCEL NUMBER
POB	POINT OF BEGINNING
P.	PARCEL
	STREET RIGHT OF WAY AREA TO BE VACATED

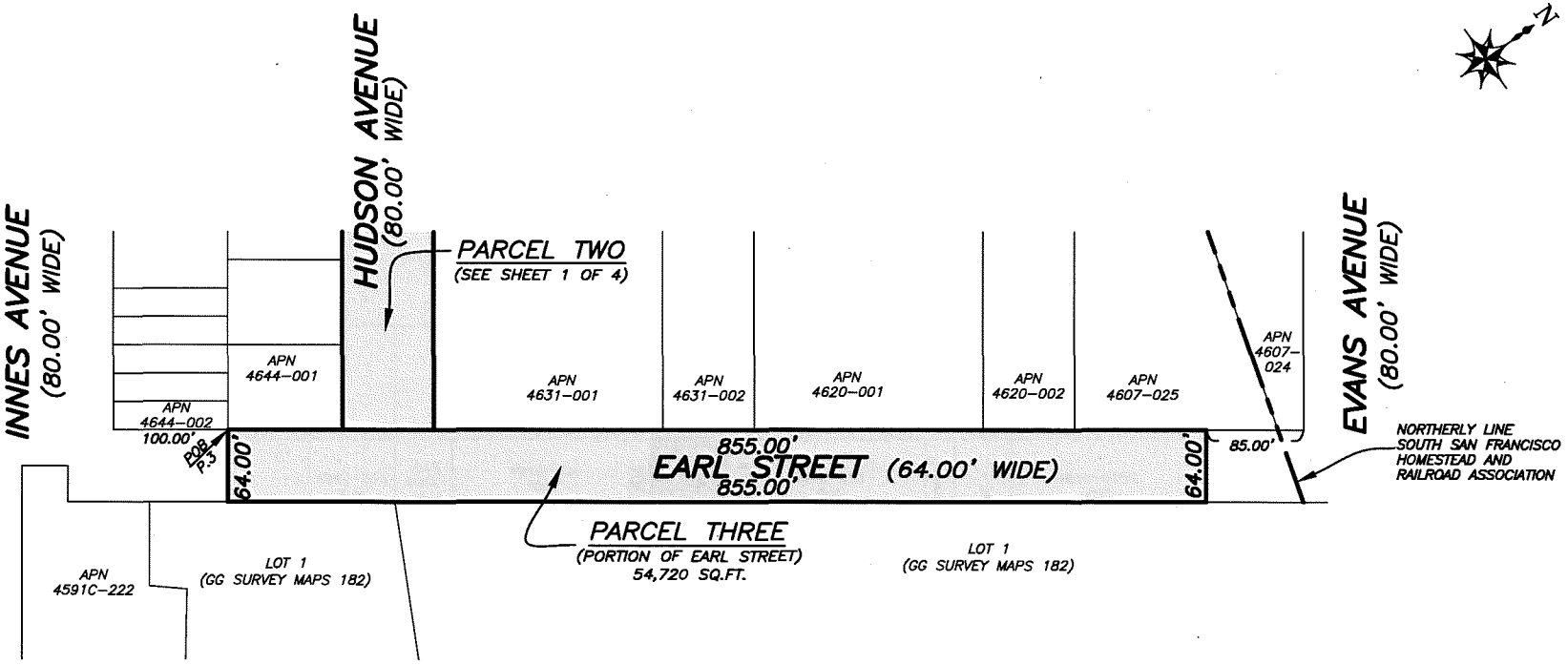
NOTES

1. ALL ANGLES ARE 90 DEGREES UNLESS NOTED OTHERWISE.
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.



DRAFT
DATE: 6-1-18

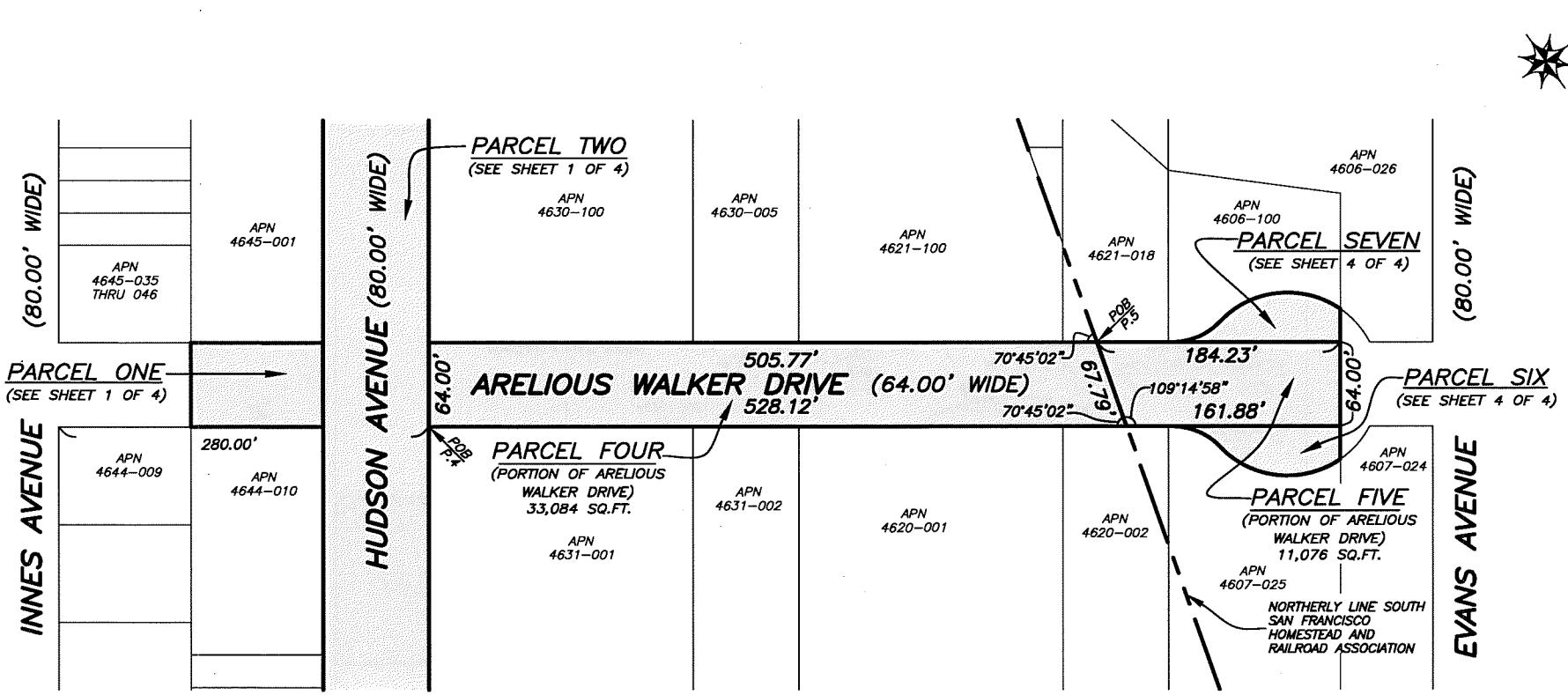
REFERENCES:	APPROVED:		BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS			
			DRW		VACATION OF A PORTION OF ARELIOUS WALKER DRIVE, HUDSON AVENUE, GRIFFITH STREET AND EARL STREET			
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	DATE	CK					
			APP		FILE: SUR: 2018-XXX	SHEET 1 OF 4	SCALE: 1:100	CHANGE



SEE SHEET 1 OF 4 FOR NOTES & LEGEND

DRAFT
DATE: 6-1-18

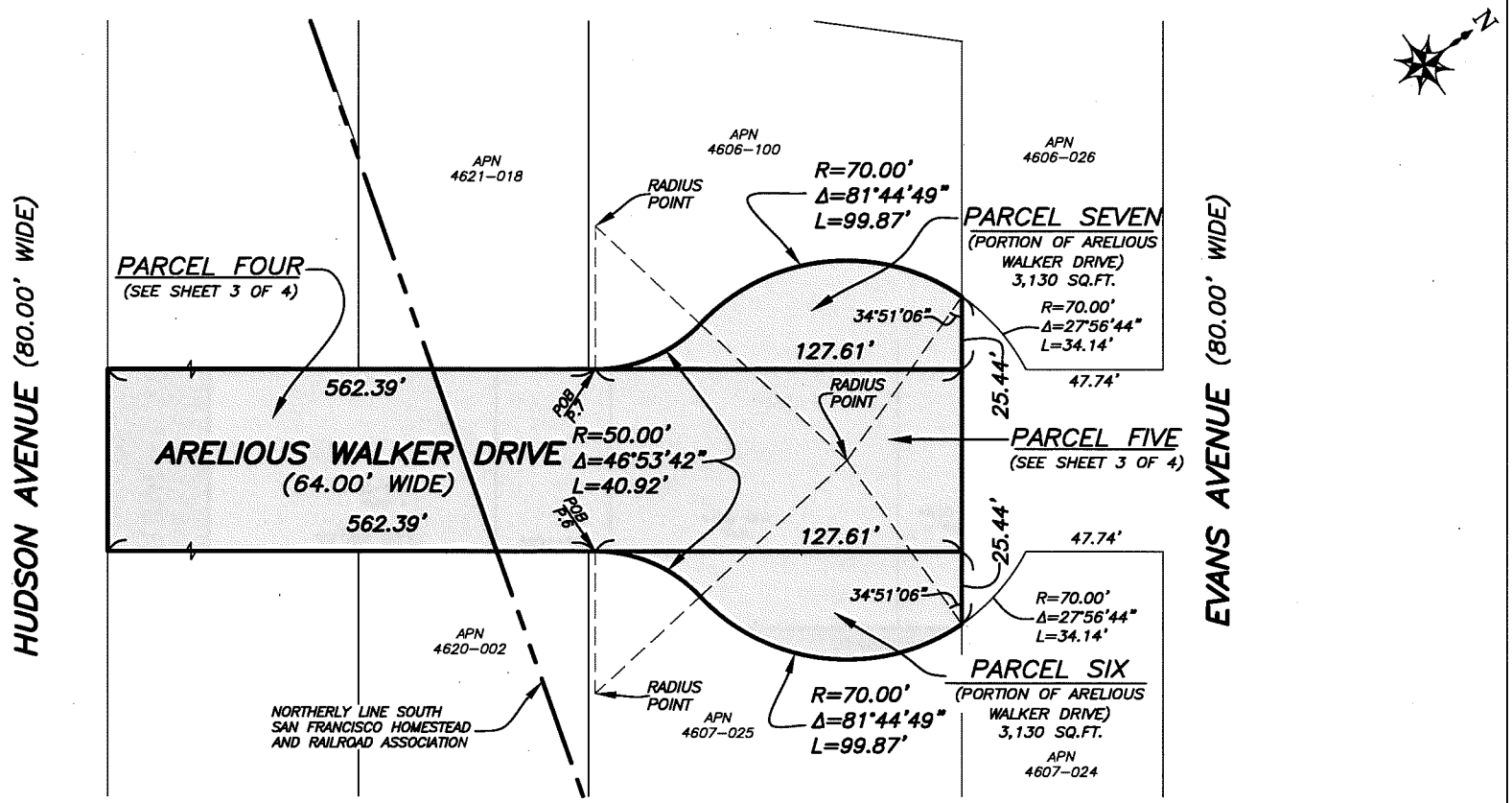
REFERENCES:	APPROVED:		BY	DATE	**CITY AND COUNTY OF SAN FRANCISCO** **DEPARTMENT OF PUBLIC WORKS**
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	DATE	DRW		VACATION OF A PORTION OF ARELIOUS WALKER DRIVE, HUDSON AVENUE, GRIFFITH STREET AND EARL STREET
			CK		
			APP		FILE: SUR: 2018-XXX | SHEET 2 OF 4 | SCALE: 1:100 | CHANGE



SEE SHEET 1 OF 4 FOR NOTES & LEGEND

DRAFT
DATE: 6-1-18

REFERENCES:	APPROVED:		BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS			
		DRW			VACATION OF A PORTION OF ARELIOUS WALKER DRIVE, HUDSON AVENUE, GRIFFITH STREET AND EARL STREET			
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	CK			FILE: SUR: 2018-XXX	SHEET 3 OF 4	SCALE: 1:80	CHANGE
	DATE	APP						



SEE SHEET 1 OF 4 FOR NOTES & LEGEND

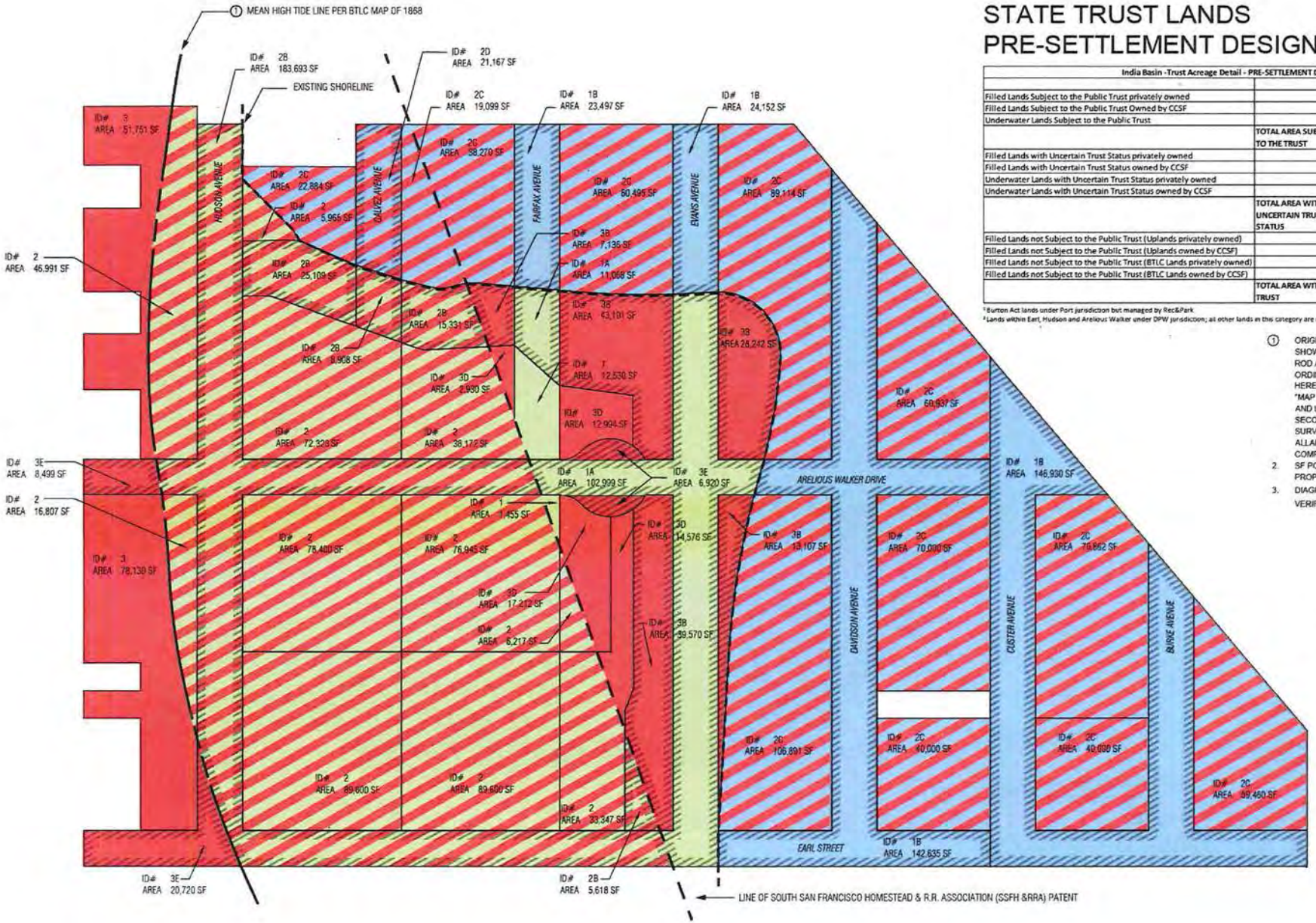
DRAFT
DATE: 6-1-18

REFERENCES:	APPROVED:		BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS			
			DRW		VACATION OF A PORTION OF ARELIOUS WALKER DRIVE, HUDSON AVENUE, GRIFFITH STREET AND EARL STREET			
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	DATE	CK					
			APP		FILE: SUR: 2018-XXX	SHEET 4 OF 4	SCALE: 1:40	CHANGE

EXHIBIT W

Map Showing Land Transfers

ATTACHMENT 3
STATE TRUST LANDS
PRE-SETTLEMENT DESIGNATION



India Basin -Trust Acreage Detail - PRE-SETTLEMENT DESIGNATION				
		SF	Acreage	Map ID #s
Filled Lands Subject to the Public Trust privately owned		13985	0.32	1
Filled Lands Subject to the Public Trust Owned by CCSF		114031	2.62	1A
Underwater Lands Subject to the Public Trust		337215	7.74	1B
	TOTAL AREA SUBJECT TO THE TRUST	465231	10.68	
Filled Lands with Uncertain Trust Status privately owned		556638	12.78	2
Filled Lands with Uncertain Trust Status owned by CCSF		232975	5.35	2B
Underwater Lands with Uncertain Trust Status privately owned		683946	15.70	2C
Underwater Lands with Uncertain Trust Status owned by CCSF		21167	0.49	2D
	TOTAL AREA WITH UNCERTAIN TRUST STATUS	1494725	34.31	
Filled Lands not Subject to the Public Trust (Uplands privately owned)		129882	2.98	3
Filled Lands not Subject to the Public Trust (Uplands owned by CCSF)		36140	0.83	3E
Filled Lands not Subject to the Public Trust (BTLC Lands privately owned)		47661	1.09	3D
Filled Lands not Subject to the Public Trust (BTLC Lands owned by CCSF)		131184	3.01	3B
	TOTAL AREA WITH NO TRUST	344866	7.92	

* Burton Act lands under Port jurisdiction but managed by Rec&Park
* Lands within Earl, Hudson and Arelious Walker under DPW jurisdiction; all other lands in this category are under Rec&Park jurisdiction

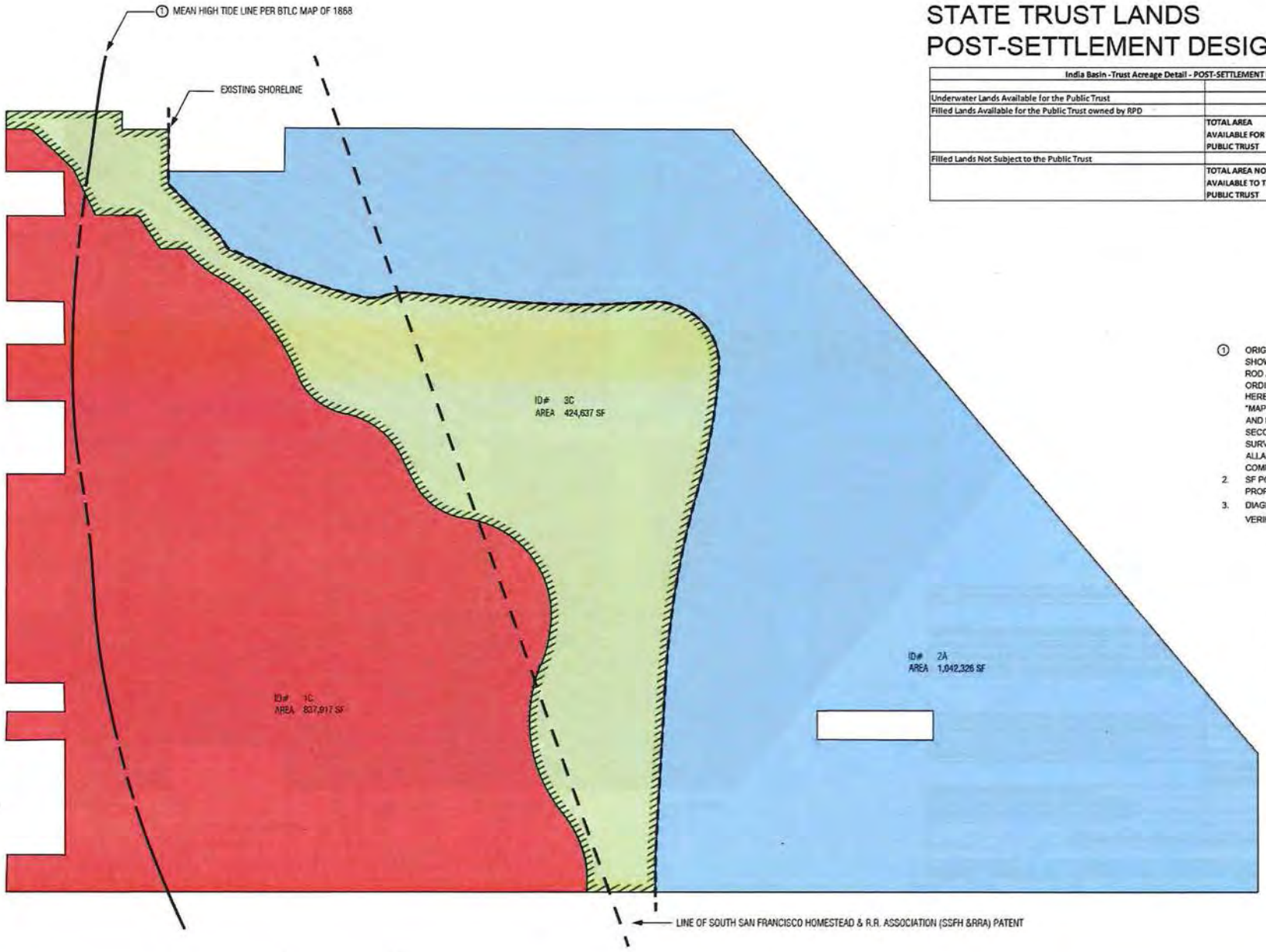
1. ORIGINAL HIGH TIDE LINE (O.H.T.L.) OF 1868 SHOWN HEREON IS AS TRACED BY MARTIN M. ROD ASSOCIATES AS OF 6/11/15 PER NOTE. ORDINARY HIGH TIDE LINE OF 1868 SHOWN HEREON IS SCALED FROM THE MAP ENTITLED "MAP OF THE SALT MARSH AND TIDELANDS AND LANDS LYING UNDER WATER, SOUTH OF SECOND STREET." SAID TIDE LINE WAS SURVEYED UNDER THE DIRECTION OF GEO. F. ALLARDT, COMMENCING IN 1868 AND COMPLETE IN JANUARY 1869. FIELD VERIFY
2. SF PORT AUTHORITY JURISDICTION LINE, PROPERTY LINES, AND PARCEL NUMBERS
3. DIAGRAM FOR REFERENCE ONLY. FIELD VERIFY ALL ELEMENTS.

PROJECT ID	IBE 1401
DATE	4.5.2017
CLIENT	BUILD INC.

bionic

ATTACHMENT 4
STATE TRUST LANDS
POST-SETTLEMENT DESIGNATIONS

India Basin - Trust Acreage Detail - POST-SETTLEMENT DESIGNATIONS				
		SF	Acreage	Map ID #s
Underwater Lands Available for the Public Trust		1042326	23.93	2A
Filled Lands Available for the Public Trust owned by RPD		424637	9.75	3C
	TOTAL AREA AVAILABLE FOR THE PUBLIC TRUST	**1466963**	**33.68**	
Filled Lands Not Subject to the Public Trust		837917	19.24	1C
	TOTAL AREA NOT AVAILABLE TO THE PUBLIC TRUST	**837917**	**19.24**	



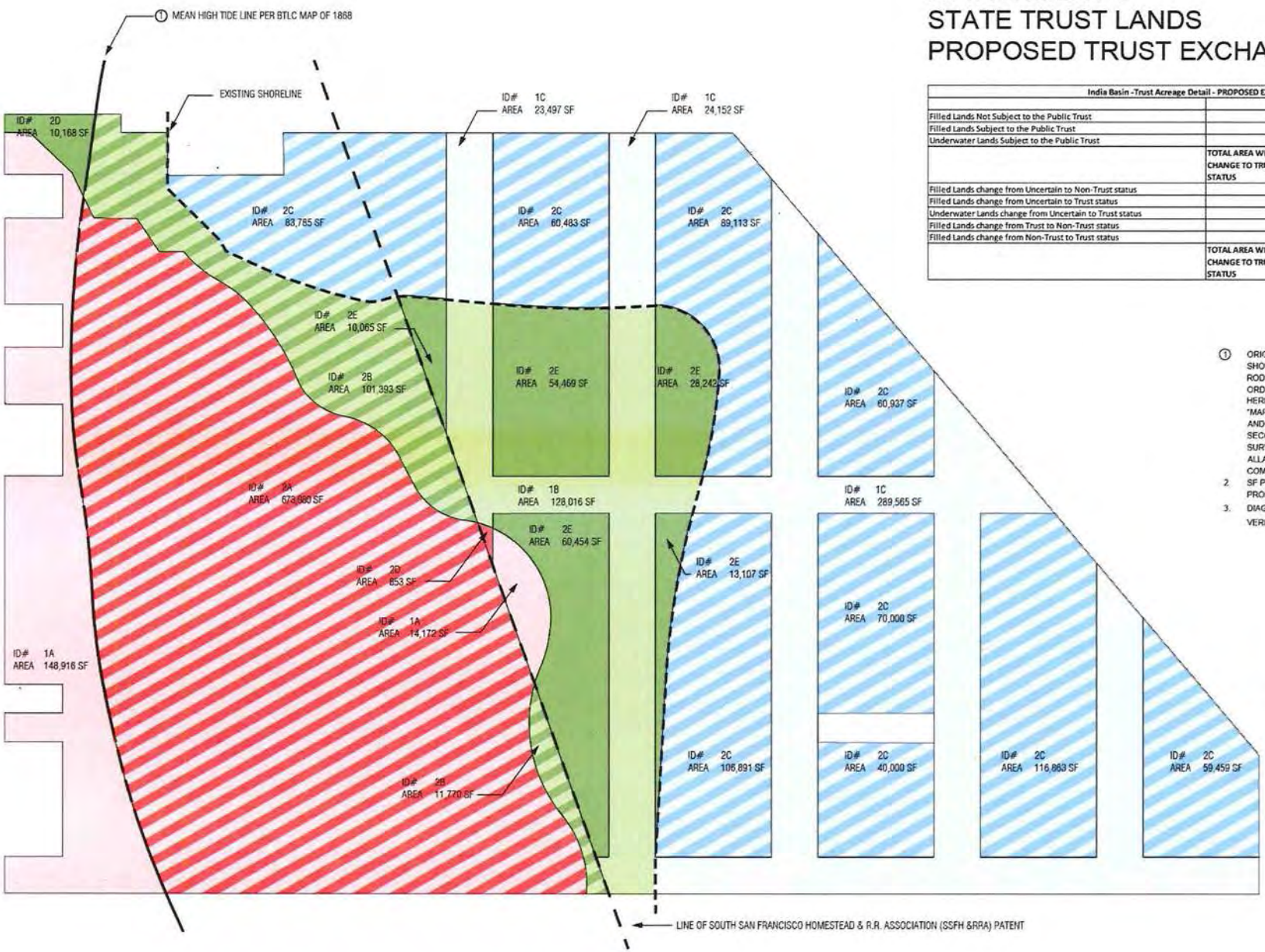
① ORIGINAL HIGH TIDE LINE (O.H.T.L.) OF 1868 SHOWN HEREON IS AS TRACED BY MARTIN M. ROD ASSOCIATES AS OF 6/11/15 PER NOTE: ORDINARY HIGH TIDE LINE OF 1968 SHOWN HEREON IS SCALED FROM THE MAP ENTITLED "MAP OF THE SALT MARSH AND TIDELANDS AND LANDS LYING UNDER WATER, SOUTH OF SECOND STREET." SAID TIDE LINE WAS SURVEYED UNDER THE DIRECTION OF GEO. F ALLARDT, COMMENCING IN 1868 AND COMPLETE IN JANUARY 1869. FIELD VERIFY.

2. SF PORT AUTHORITY JURISDICTION LINE, PROPERTY LINES, AND PARCEL NUMBERS
3. DIAGRAM FOR REFERENCE ONLY. FIELD VERIFY ALL ELEMENTS

PROJECT ID	IBE 1401
DATE	4.5.2017
CLIENT	BUILD INC.

bionic

ATTACHMENT 5
STATE TRUST LANDS
PROPOSED TRUST EXCHANGE



India Basin -Trust Acreage Detail - PROPOSED EXCHANGE				
		SF	Acreage	Map ID #s
Filled Lands Not Subject to the Public Trust		163087	3.74	1A
Filled Lands Subject to the Public Trust		127155	2.92	1B
Underwater Lands Subject to the Public Trust		337214	7.74	1C
	TOTAL AREA WITH NO CHANGE TO TRUST STATUS	**627456**	**14.40**	
Filled Lands change from Uncertain to Non-Trust status		673980	15.47	2A
Filled Lands change from Uncertain to Trust status		115779	2.66	2B
Underwater Lands change from Uncertain to Trust status		705096	16.19	2C
Filled Lands change from Trust to Non-Trust status		853	0.02	2D
Filled Lands change from Non-Trust to Trust status		181695	4.17	2E
	TOTAL AREA WITH CHANGE TO TRUST STATUS	**1677405**	**38.51**	

① ORIGINAL HIGH TIDE LINE (O.H.T.L.) OF 1868 SHOWN HEREON IS AS TRACED BY MARTIN M. ROD ASSOCIATES AS OF 6/11/15 PER NOTE ORDINARY HIGH TIDE LINE OF 1868 SHOWN HEREON IS SCALED FROM THE MAP ENTITLED "MAP OF THE SALT MARSH AND TIDELANDS AND LANDS LYING UNDER WATER, SOUTH OF SECOND STREET." SAID TIDE LINE WAS SURVEYED UNDER THE DIRECTION OF GEO. F. ALLARDT, COMMENCING IN 1868 AND COMPLETE IN JANUARY 1869. FIELD VERIFY.

2. SF PORT AUTHORITY JURISDICTION LINE, PROPERTY LINES, AND PARCEL NUMBERS

3. DIAGRAM FOR REFERENCE ONLY. FIELD VERIFY ALL ELEMENTS.

PROJECT ID	IBE 1401
DATE	4.5.2017
CLIENT	BUILD INC.

bionic

EXHIBIT X

Form of Quitclaim Deed

EXHIBIT X
FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO: Real Estate Division City and County of San Francisco 25 Van Ness Avenue, Suite 400 San Francisco, California 94102 Attn: Director of Property MAIL TAX STATEMENTS TO: _____ _____ _____ Attn: _____ The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg. Code § 1105)	

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

Documentary Transfer Tax of $_____ based upon full market value of the property without deduction for any lien or encumbrance

QUITCLAIM DEED
[(Assessor's Parcel No. _____)]

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), pursuant to [Ordinance No. _____, adopted by the Board of Supervisors on _____, 2018 and approved by the Mayor on _____, 2018], subject to the reservations in their Quitclaim Deed hereby RELEASES, REMISES AND QUITCLAIMS to [_____], any and all right, title and interest City may have in and to the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof (the "**Property**").

Executed as of this _____ day of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
[NAME]
Director of Property

Board of Supervisors Ordinance No. _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
[NAME OF DEPUTY]
Deputy City Attorney

[If required: DESCRIPTION
CHECKED/APPROVED:]

By: _____
[NAME]
City Engineer

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

State of California)
)ss
County of San Francisco)

On _____, before me, _____, a notary public in and for said State, 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 _____ (Seal)

EXHIBIT A

Legal Description

[To be inserted.]

EXHIBIT Y

Form of Grant Deed

EXHIBIT Y
FORM OF GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Director of Property
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102

The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg. Code § 1105)

APN(s): _____ SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, [**NAME OF GRANTOR**], a [California limited liability company] ("Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof (the "Property"), together with together with all buildings, improvements and fixtures located thereon and any and all rights, privileges and easements incidental or appurtenant to the Property, including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances on and under the Property, as well as any and all development rights, air rights, water, water rights, riparian rights and water stock relating to the Property, and any and all easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the land and all of Grantor's right, title and interest in and to any and all roads and alleys adjoining or servicing the Property.

The foregoing is conveyed subject to: (a) the lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California due to the conveyance of the Property under this Grant Deed; and (b) the liens for real property taxes for the fiscal year [_____] not yet due and payable.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Grant Deed has been executed by Grantor as of [_____, 20__] to be effective as of [_____, 20__].

GRANTOR:

[_____],
a [_____]

By:_____
Name: _____
Title: _____

ACKNOWLEDGMENT

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

State of California
County of _____)

On_____, 20 __ before me, _____
(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 _____ **(Seal)**

EXHIBIT A

LEGAL DESCRIPTION

[To be inserted.]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, from the [GRANTOR'S NAME] a [California limited liability company] to the City and County of San Francisco, a municipal corporation ("Grantee"), is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, adopted on August 5, 1957, and approved by the Mayor on August 10, 1957, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
_____
Director of Property

EXHIBIT Z

Port/RPD Open Space Covenant

WHEN RECORDED MAIL TO: City and County of San Francisco Department of Real Estate 25 Van Ness Avenue, Suite 400 San Francisco, California 94112 Free recording requested pursuant to Government Code Section 27383 by the City and County of San Francisco	

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DECLARATION OF OPEN SPACE COVENANT

This Declaration of Open Space Covenant (this "Declaration") is made as of [*date*], 2018, by the City and County of San Francisco, a municipal corporation (the "City"), acting by and through the Department of Real Estate, the Recreation and Park Commission ("RPD") and the Port Commission ("the Port").

The City owns various open space parcels commonly known as 900 Innes Avenue, India Basin Shoreline Park and the India Basin Open Space. In connection with a mixed use development project including approximately [XXX] residences (the "Project"), India Basin Investment LLC, a California limited liability company ("Master Developer"), has conveyed or will convey approximately [__] acres of land to the City to facilitate the improvement and expansion of these open space parcels. The City intends to create an integrated waterfront park, including both land previously owned by the City as well as land dedicated to the City by Master Developer, as generally shown in Exhibit A (the "India Basin Park").

In connection with the Project, the City entered into a Public Trust Exchange and Title Settlement Agreement [dated XXXX] with the State of California and recorded as Document No. [____] on [_____] (the "Exchange Agreement") to place the public trust for purposes of commerce, navigation and fisheries (the "Public Trust") on certain public property and to remove the Public Trust and any Public Trust claims from certain development parcels retained by Developer. Under the Exchange Agreement, the City is placing the Public Trust on that portion of the India Basin Park property described in Exhibit B (the "Land").

The City makes this Declaration to ensure that the Land continues as park and open space subject to the Public Trust in perpetuity, and to confirm the role of RPD and the Port in the use, operation and maintenance of the Land.

The City declares that the Land will be subject to the following restrictions:

1. As part of the Project, the Land shall be improved and become a part of the India Basin Park. The City agrees to maintain the Land as park and open space, subject to the Public Trust. Port shall be trustee of the Public Trust, with the right to ensure that all uses and operations are consistent with the Public Trust. Non-recreational uses of the Land shall not be allowed except to the extent consistent with the City's Charter and the Public Trust.

2. RPD shall operate and maintain the India Basin Park, including the Land. RPD shall have the right to enter into management, landscaping, programming and other contracts relating to the Land or to perform such work directly by RPD staff. Any City liability and all funding for India Basin Park maintenance and operations shall be held and managed by and through RPD.

3. If RPD proposes material alterations to the Land or to uses of the Land, RPD shall notify the Port of the proposed alterations or uses so as to give the Port an opportunity to ensure that the alterations or uses, as applicable, are consistent with the Public Trust. The Port may not object to any alteration or use except to the extent it is inconsistent with the Public Trust.

4. Upon the Port's request, RPD staff will provide such information as may be requested by the Port to verify that the uses and operations of the Land are not inconsistent with the Pubic Trust. RPD staff and Port staff shall met and confer as needed to ensure the requirements of this Declaration are being satisfied at all times.

5. This Declaration shall remain in effect unless terminated by the City. This Declaration cannot be amended or terminated without the prior consent of the RPD Commission, the Port Commission, and the City's Board of Supervisors, each in their sole discretion following a duly noticed public hearing.

6. This Declaration constitutes a covenant that runs with the Land, binding all future owners and users of the Land, unless expressly terminated as set forth above.

7. Nothing in this Declaration shall be deemed to be a gift to the general public or to give any person or entity, other than the City, the right to enforce this Declaration. There are no third party beneficiaries to this Declaration. Any enforcement shall be by specific performance, without the right to monetary damages or compensation.

8. This Declaration shall be governed by, and construed in accordance with, the laws of the State of California and the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, operating by and through the Department of Real Estate Real Estate

By: _____
Andrico Penick, Director of Property

Authorized by Board of Supervisors Resolution No. __
Adopted _____, 2018

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

By: _____
Elaine Forbes, Executive Director

Authorized by Port Resolution No. _____
Adopted _____, 2018

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

By: _____
Phil Ginsburg, Executive Director

Authorized by RPD Resolution No. _____
Adopted _____, 2018

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

By: _____
Deputy City Attorney

EXHIBIT AA

Form of Notice of Completion and Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

_____

[_____]

[address]_____

_____

_____

Attn: _____

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

THIS NOTICE OF COMPLETION OF BUILDING AND COMMUNITY BENEFITS (this "Notice") dated for reference purposes only as of this _____ day of _____, 20__, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), acting by and through its Planning Department, and [_____, a _____ limited liability corporation] ("Developer") [*substitute party, if needed*].

1. The City and Developer entered into that certain Development Agreement dated as of _____, and recorded in the Official Records of the City and County of San Francisco on _____, as Document Number _____ (Book No. ___, Reel No. _____) (the "Development Agreement"). Capitalized terms used in this Notice that are not defined shall have meaning given to such terms in the Development Agreement.

2. Under Section 7.1 of the Development Agreement, when a Development Phase has been completed, including all of the Associated Community Benefits within that Development Phase, the City agreed to execute and record a notice of completion as it relates to the applicable Development Phase.

3. The City confirms that the Development Phase located on the property described in the attached Exhibit A (the "Affected Property") has been completed in accordance with the Development Agreement. All parties with an interest in the Affected Property have the right to rely on this Notice.

CITY:

CITY AND COUNTY OF SAN FRANCISCO, municipal corporation

By: _____
Director of Planning

Approved as to form:

[DENNIS J. HERRERA], City Attorney

By: _____
Deputy City Attorney

EXHIBIT BB

Form of Permits to Enter City Property

Exhibit BB

FORM OF PERMIT TO ENTER CITY PROPERTY

THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), grants to _____, a _____ ("**Permittee**"), a non-exclusive permit to enter upon certain City-owned real property (the "**Permit Area**") located at _____ upon the terms, covenants, and conditions in this Permit to Enter ("**Permit**"). This Permit is entered into in accordance with the terms of that certain Development Agreement by and between the City and India Basin Investment LLC, a California limited liability company dated _____, 2018 (the "**DA**").

1. **Permit Area**: The Permit Area is more particularly shown on Exhibit [__]-1 attached to this Permit and incorporated by this reference. The Permit is non-exclusive and is subject to the rights of ingress and egress by the City and others, who are authorized to access portions of the Permit Area.

2. **Interim Use**: The Permittee may use the Permit Area to _____*[describe permitted activities]* and to perform all work on and maintenance of the Permit Area as required by the DA*[insert for Big Green:*, in particular, Section 6.5 of the DA*]* ("**Interim Use**"). No uses other than those specifically included above are authorized by this Permit.

3. **Time of Entry**: Once the Permit is fully executed, entry may commence on _____, at 8:00 a.m. This Permit and Permittee's rights under this Permit will terminate on _____, at 5:00 p.m., unless earlier terminated by the City under as provided in this Permit or earlier terminated by Permittee by cessation of activities/operations, or unless the time is extended by the [Director of Property/General Manager [**NB: as applicable per City Agency with jurisdiction over subject land**]].

4. **Indemnification:**

a. General Indemnification: Permittee will defend, hold harmless and indemnify the City and/or their respective commissioners, members, officers, agents, and employees of and from any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, actions, causes of action, and liabilities of every kind, nature, and description directly or indirectly, arising out of or connected with this Permit and any of the Permittee's operations or activities related thereto, and excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified, or held harmless, and excluding any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, action, causes of action, or liabilities of any kind arising out of any Release (as defined in Section 6.f below) or threatened release of any Hazardous Substance (as defined in Section 6.d below), pollutant, or contaminant, or any condition of pollution, contamination, or nuisance which will be governed exclusively by the provisions of Section 5.c below. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8. Nothing in this Section will limit or reduce any indemnification set forth in the DA.

b. Indemnification By Design Professionals: This section applies to any design professional as defined in California Civil Code Section 2782.8 who is or will provide professional services as part of, collateral to, or affecting this Permit with the Permittee ("**Design Professional**"). Each Design Professional who provides design services will defend, hold harmless, and indemnify the City and its respective commissioners, members, officers, agents, and employees of and from all claims, loss, damage, injury, actions, causes of action, and liability of every kind, nature and description directly or indirectly that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional. It is expressly agreed and understood that the duty of indemnification under this section is to be interpreted broadly to the greatest extent permitted by law, including but not limited to California Civil Code Section 2782.8.

c. No Mechanics' Liens: Permittee will not permit any mechanics' or other liens to be levied against the Permit Area for any labor or material furnished to Permittee or claimed to have been furnished to Permittee or to Permittee's agents or contractors in connection with the Interim Use and Permittee will hold the City free and harmless from all cost or expense connected with or arising from the Interim Use.

5. Hazardous Material Acknowledgement and Indemnification:

a. Hazardous Material Acknowledgement: Permittee recognizes that, in entering upon the Permit Area and performing the Interim Use under this Permit, its employees, invitees, subpermittees, and subcontractors may be working with or be exposed to substances or conditions that are toxic or otherwise hazardous. Permittee acknowledges that the City is relying on the Permittee to identify and evaluate the potential risks involved and to take all appropriate precautions to avoid risks to its employees, invitees, subpermittees, and subcontractors. Permittee agrees that it is assuming full responsibility for ascertaining the existence of all risks, evaluating their significance, implementing appropriate safety precautions for its employees, invitees, subpermittees, and subcontractors and making the decision on how (and whether) to enter upon the Permit Area and carry out the Interim Use, with due regard to the risks and appropriate safety precautions.

b. Proper Disposal of Hazardous Materials: Permittee assumes sole responsibility for managing, removing, and properly disposing of any waste produced during or in connection with Permittee's entry and/or Interim Use of the Permit Area including, without limitation, preparing and executing any manifest or other documentation required for or associated with the removal, transportation, and disposal of hazardous substances to the extent required in connection with the Permittee's activities.

c. Toxics Indemnification: Permittee will defend, hold harmless, and indemnify the City and its respective commissioners, members, officers, agents, and employees from and against any and all claims, demands, actions, causes of action or suits (actual or threatened), losses, costs, expenses, obligations, liabilities, or damages, including interest, penalties, engineering consultant and attorneys' fees resulting from any release or threatened release of a hazardous substance, pollutant, or contaminant, or any condition of pollution or contamination, or nuisance in the Permit Area or in ground or surface waters associated with and in the vicinity of the Permit Area to the extent that the release or threatened release, or condition

is directly created or aggravated by the Interim Use undertaken by Permittee under this Permit or by any breach of or failure to duly perform or observe any term, covenant, or agreement in this Permit to be performed or observed by the Permittee, including but not limited to any violation of any Environmental Law (as defined in Section 6.e below); provided, however, that Permittee will have no liability, nor any obligation to defend, hold harmless, or indemnify any person or entity for any claim, action, loss, cost, liability, expense, or damage resulting from (i) the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified, or held harmless, or (ii) the mere discovery or disclosure of any pre-existing condition on or in the vicinity of the Permit Area; and provided further that Permittee will be held to a standard of care no higher than the standard of care applicable to environmental and geotechnical professionals in San Francisco.

d. Hazardous Substances: For purposes of this Permit, the term "**Hazardous Substance**" has the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and also includes, without limitation, petroleum, (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("**PCBs**" or "**PCB**"), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(h), all chemicals listed under California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant, or contaminant under applicable state or local law.

e. Environmental Laws: For purposes of this Permit, the term "**Environmental Laws**" includes but is not limited to all federal, state, and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee and community right-to-know requirements, related to the Interim Use.

f. Release: For purposes of this Permit, the term "**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance or pollutant or contaminant).

g. Soils Investigation: If the Interim Use under Section 2 of this Permit includes any soils investigations, then Permittee warrants as follows:

(1) If any soils investigation permitted under this Permit involves drilling holes with a diameter that could create a safety hazard for persons, the holes during any drilling operations must be carefully safeguarded and be refilled on the completion of the drilling operations (and compacted to the extent necessary) to the level of the original surface penetrated by the drilling.

(2) The City has no responsibility or liability of any kind or character with respect to any utilities that may be located in or on the Permit Area. Permittee has the sole responsibility to locate the same and to protect them from damage. Permittee will be solely

responsible for any damage to utilities or damage resulting from any damaged utilities. Before the start of the Interim Use, the Permittee is advised to contact Underground Services Alert for assistance in locating existing utilities at (800) 642-2444. Any utility conduit or pipe encountered in excavations not identified by Underground Services Alert must be brought to the attention of the City immediately.

(3) All soils test data and resulting reports obtained from these activities must be provided to the City upon request and the City may use the data for whatever purposes it deems appropriate, including making it available to others for use in connection with any development. The data, reports, and City use will be without any charge to the City.

(4) Any hole drilled, if not refilled and compacted at the end of each day's operation, and the drilling work area and any equipment left on the Permit Area must be carefully safeguarded and secured after the completion of each day's work.

6. **Insurance**: Permittee will procure and maintain coverage for the duration of the Permit, including any extensions, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of Interim Use by the Permittee, its agents, representatives, employees, subpermittees, or subcontractors. The cost of the insurance will be borne by the Permittee.

a. Required Coverages. Permittee will procure and maintain throughout the term of this Permit and pay the cost thereof the following insurance:

(i) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than $1,000,000 for each accident and occurrence; and

(ii) Comprehensive or Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage; and

(iii) Comprehensive or Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance is required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in, and around the Permit Area; and

(iv) Any other insurance as required by law or as the City's Risk Manager may require.

b. Claims Made Policy. If any of the required insurance is provided under a claims-made form, Permittee will maintain that coverage continuously throughout the term of this Permit, and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, if occurrences during the term of this Permit give rise to claims made after expiration of this Permit, then those claims will be covered by the claims-made policies.

c. Annual Aggregate Limit. If any of the required insurance is provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in the annual aggregate limit, the annual aggregate limit must be not less than double the occurrence limits specified above.

d. Additional Insureds. Liability policies must be endorsed to name as additional insureds the "City and County of San Francisco, and its officers, directors, employees, and agents" (Insurance Certificate with Endorsement for the additional insureds).

e. Payment of Premiums. Permittee will pay all the premiums for maintaining all required insurance.

f. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained herein, City and Permittee (each a "**Waiving Party**") each hereby waives any right of recovery against the other party for any loss or damage sustained by the other party with respect to the Permit Area or any portion of it or the contents of the Permit Area or any operation in or on the Permit Area, whether or not the loss is caused by the fault or negligence of the other party, to the extent the loss or damage is covered by insurance required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Permit Area; provided, the failure to obtain an endorsement will not affect the above waiver.

g. General Insurance Matters.

(1) All insurance policies must be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal, or reduction in coverage or limits to the City, or Permittee will provide notice to City in lieu of the policy provisions.

(2) All insurance policies will be endorsed to provide that the insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured will not operate to increase the insurer's limit of liability.

(3) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to the City, must be furnished to the City, along with complete copies of policies if requested by the City.

(4) All insurance policies required to be maintained by Permittee must be by an insurance company or companies reasonably acceptable to the City with an AM Best rating of not less than A-VII and approved to do business in the State of California.

h. No Limitation on Indemnities. Permittee's compliance with the provisions of this Section will in no way relieve or decrease Permittee's indemnification obligations under this Permit, the DA or other agreement, or any of Permittee's other obligations or liabilities under this Permit.

i. Lapse of Insurance. City may elect in the City's sole and absolute discretion to terminate this Permit upon the lapse of any required insurance coverage by written notice to Permittee.

j. Permittee's Personal Property. Permittee is responsible, at its expense, for separately insuring Permittee's personal property.

k. Subpermittee: Permittee must include all subpermittees as insureds under its policies or require each subpermittee to furnish separate insurance certificates and endorsements. All coverages for subpermittees will be subject to all the requirements of this Permit.

7. "As Is", Maintenance, Restoration, Vacating: Permittee accepts the Permit Area is accepted "**AS IS**" and Permittee's entry on the Permit Area is Permittee's acknowledgment that all dangerous places and defects in the Permit Area are known to it and Permittee will make the Permit Area and any dangerous place or defects secure and maintain the secure condition. Permittee will maintain the Permit Area so that it will not be unsafe, unsightly, or unsanitary. On termination of this Permit, Permittee will vacate the Permit Area and remove all personal property and restore the Permit Area to its condition at the time of entry or better, subject to improvements made by Permittee under this Permit, if any. The City will have the right without notice to Permittee to dispose of any property left on the Permit Area after Permittee has vacated the Permit Area. The City makes no representations or warranties, express or implied, with respect to the environmental condition of the Permit Area or the surrounding property (including without limitation all facilities, improvements, structures, and equipment or soil or groundwater) or compliance with any Environmental Laws, and gives no indemnification, express or implied, for any costs or liabilities arising out of or related to the presence, discharge, migration, or Release or threatened Release of Hazardous Substance in or from the Permit Area.

8. Compliance With Laws: All activities and operations of the Permittee and/or its agents, contractors, subpermittees, or employees or authorized entries under this Permit must be in full compliance with all applicable laws and regulations of the federal, state, and local governments, including but not limited to any mitigation measures [are attached hereto][set forth in the DA], which are by this reference and made a part of this Permit as if set forth in full.

9. Security of Permit Area: There is an existing fence with gates around the Permit Area: Yes ☐ No ☐

If "Yes" is checked above, Permittee will maintain the fence in good condition and repair any damage caused by Permittee or as a result of the Interim Use. Permittee may relocate the fence as needed, provided that the fence is restored to its original condition upon termination of the permit. During the term of the permit, the Permittee will keep the Permit Area secure at all times. If "No" is checked above, Permittee may install a fence, and will install a fence if required under Section 15 below, around construction sites without adversely impacting appropriate ingress and egress by others. The City must approve the location of any fence. Permittee will be responsible for removing the fence when no longer needed and repairing any damage caused by the removal.

10. Early Termination: The City may terminate this Permit for Permittee's violation of any of this Permit's terms, covenants, or conditions and Permittee's failure to cure the violation with 48 hours after written notice from the City, or 24 hours' notice if the total time of permitted entry under Section 3 is four (4) days or less. Written notice under this section will be sufficient if the notice is posted at the Permit Area and sent by email to the Permittee's office at [_____].

11. Entry under Permittee Authority: The Permit granted Permittee for the Interim Use means and include all of Permittee's subpermittees, agents, and employees. In this regard, Permittee assumes all responsibility for the safety of all persons and property and any contents placed in the Permit Area under this Permit. All Interim Uses performed in the Permit Area and all persons entering the Permit Area and all property and equipment placed in the Permit Area for the Interim Use is presumed to be with the express authorization of the Permittee.

12. Governing Law: This Permit is governed by and interpreted under the laws of the State of California.

13. Attorneys' Fees: In any action or proceeding arising out of this Permit, the prevailing party will be entitled to reasonable attorneys' fees and costs. For purposes of this Permit, the reasonable fees of attorneys of the City will be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the attorney's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the San Francisco City Attorney's Office.

14. Special Provisions:

a. 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. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

b. Non-Discrimination.

(1) Covenant Not to Discriminate. In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight, or acquired immune deficiency (AIDS) or HIV syndrome against any employee of, any City employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

(2) Contracts. Permittee will include in all subpermits and contracts relating to the Premises a non-discrimination clause applicable to the subpermittee or contractor in substantially the form of Section 14(b)(1) above. In addition, Permittee will incorporate by reference in all subpermits and contracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and require all subpermittees and contractors to comply with those provisions. Permittee's failure to comply with the obligations in this Section will constitute a material breach of this Permit.

(3) Non-Discrimination in Benefits. Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco 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 employees, where the domestic partnership has been registered with a governmental entity under state or local law authorizing that registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(4) 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 Permit as though fully set forth. Permittee will comply fully with and be bound by all of the provisions that apply to this Permit under those Chapters of the Administrative Code, including, but not limited to, the remedies provided in those Chapters. Without limiting the foregoing, Permittee understands that Section 12B.2(h) of the San Francisco Administrative Code includes a penalty of Fifty Dollars ($50) for each person for each calendar day during which the person was discriminated against in violation of the provisions of this Permit, and Permittee may be assessed that penalty and/or City may deduct the penalty from any payments due Permittee.

c. Tropical Hardwoods and Virgin Redwood. City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Except as permitted by the application of Sections 802(b) and 803(b), Permittee will not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this Permit.

d. No Tobacco Advertising. Permittee acknowledges that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the Permit Area. This 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 prohibition does not apply to any advertisement sponsored by a state, local, or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

e. Conflicts of Interest. Through its execution of this Permit, Permittee 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 that would constitute a violation of those provisions, and agrees that if Permittee becomes aware of any fact during the term of this Permit that would be a violation of those provisions, then Permittee will immediately notify the City.

f. Food Service Waste Reduction. Permittee is bound by and will comply with all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. This ordinance prohibits the use of polystyrene foam disposable food service ware and requires the use of compostable or recyclable food service ware by anyone serving food in San Francisco. The provisions of Chapter 16 are incorporated into this Permit by reference as though fully set forth. This provision is a material term of this Permit. By entering into this Permit, Permittee acknowledges that if it breaches the requirements of Chapter 16, then Permittee may be subject to the penalties contained in Chapter 16, including One Hundred Dollars ($100.00) for the first breach, Two Hundred Dollars ($200.00) for the second breach in the same year, and Five Hundred Dollars ($500.00) for subsequent breaches in the same year and agrees that those amounts are reasonable estimates of the damage that the City will incur based on the violation, established in light of the circumstances existing at the time this Permit was made.

g. Notification of Limitations on Contributions. Through its execution of this Permit, Permittee 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 or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a 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 (6) months after the date the contract is approved. Permittee 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. Permittee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Permittee's board of directors; Permittee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Permittee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

15. Supplementary Provisions:

a. Is additional insurance required? Yes ☐ No ☐

Additional Insurance: If "Yes" is checked above, Permittee must obtain additional insurance consisting of insurance protecting against loss or damage to real and personal property caused by fire, water, theft, vandalism, malicious mischief, or windstorm, and any other causes contained in standard policies of insurance. Permittee will supply the insurance for not less than the replacement value of the buildings and improvements on the Permit Area, evidenced by a policy of insurance and/or certificate attached to this Permit in the form and on the terms specified above and with the City as additional insured.

b. Is a fence and gate required? Yes ☐ No ☐

Fence and Gate: If "Yes" is checked above, the Permittee will, at its expense, erect a fence (with gate) securing the Permit Area before entry on the Permit Area and will maintain the fence and gate in good condition and repair during the time of entry as specified in Section 3. The fence and gate erected by Permittee will constitute the personal property of Permittee.

c. Is security personnel required? Yes ☐ No ☐

Security Personnel: If "Yes" is checked above, Permittee will provide necessary security personnel at its own expense to prevent unauthorized entry into Permit Area during:

Daytime: Yes ☐ No ☐ Nighttime: Yes ☐ No ☐

d. Will subpermittees use the Permit Area? Yes ☐ No ☐

Subpermittees: If "Yes" is checked above, each subpermittee will execute this Permit, and by its execution each subpermittee will have agreed to all of this Permit's terms, covenants, and conditions. However, subpermittees may be covered under Permittee's insurance in lieu of obtaining and maintaining separate insurance under Section 6.k above. As additional subpermittees are identified for various aspects of the Interim Use, each subpermittee must execute this Permit or a new permit to enter, before entering the Permit Area or commencing operations in the Permit Area.

Notwithstanding anything to the contrary set forth above in this Section 15, City will have the right to require the installation of a fence for specific work as needed. The parties agree to meet and confer to ensure public safety and security at all times, which may include Permittee providing additional security personnel when and as reasonably agreed-upon by the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument in triplicate as of the _____ day of _____, 20__.

[DEVELOPER]

By: _____
Name: _____
Title: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating by and through the
[**list applicable agency**].

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: Deputy City Attorney

Exhibit [ ]-1

[To Be Inserted – Map of Permit Area]

EXHIBIT CC

Form of Assignment and Assumption Agreement

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO
(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)

AND WHEN RECORDED MAIL TO:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

RELATIVE TO DEVELOPMENT AGREEMENT FOR [_____]

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Assignment**") is entered into this _____ day of _____, 20__, by and between_____, a _____ ("**Assignor**") and _____, a _____ ("**Assignee**").

RECITALS

A. [_____], a _____ and the City and County of San Francisco, a political subdivision and municipal corporation of the State of California (the "**City**"), entered into that certain Development Agreement (the "**Development Agreement**") dated as of _____, 201[_] for reference purposes, with respect to certain real property owned by Assignor, as such property is more particularly described in the Development Agreement (the "**Project Site**"). The Development Agreement was recorded in the Official Records of the City and County of San Francisco on _____ as Document No. _____.

B. The Development Agreement provides that Developer (Assignor) has the right to: (i) Transfer all or a portion of the Project Site, (ii) assign all of its rights, title, interest and obligations under the Development Agreement to a Transferee with respect to the portions of the Project Site transferred to the Transferee, and (iii) upon the recordation of an approved Assignment and Assumption Agreement, to be released from any prospective liability or obligation under the Development Agreement related to the Transferred Property as set forth in Section 12.3 of the Development Agreement.

C. Assignor intends to convey certain real property as more particularly identified and described on Exhibit A attached hereto (hereafter the "**Transferred Property** ") to Assignee. The Transferred Property is subject to the Development Agreement.

D. Assignor desires to assign and Assignee desires to assume Assignor's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Transferred Property, as more particularly described below.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

2. Assignment of Development Agreement. Assignor hereby assigns to Assignee, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens, and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including any Community Benefits that are tied to Buildings on the Transferred Property. Assignor retains all the rights, title, interest, burdens, and obligations under the Development Agreement with respect to all other portions of the Project Site owned by Assignor.

3. Assumption of Development Agreement. Assignee hereby assumes, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including its associated Community Benefits, and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement with respect to the Transferred Property, and to be subject to all the terms and conditions thereof with respect to the Transferred Property. The parties intend that, upon the execution of this Assignment and conveyance of the Transferred Property to Assignee, Assignee shall become the "Developer" under the Development Agreement with respect to the Transferred Property.

4. Reaffirmation of Indemnifications. Assignee hereby consents to and expressly reaffirms any and all indemnifications of the City set forth in the Development Agreement, including without limitation Section 4.7 of the Development Agreement.

5. Housing Obligations. Assignee has read and understands the obligations set forth in Development Agreement Exhibit H as they relate to the Transferred Property. Without limiting the foregoing, Assignee agrees (1) to the terms and provisions of Exhibit H, including the indemnities, waivers and releases set forth therein, and (2) that the Development Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because it is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). Assignee understands that the City would not have been willing to enter into the Development Agreement without the provisions of Exhibit H.

6. Multiple Developers. Assignee understands that certain obligations under the Developer Agreement are measured on a Project-wide basis, including the Completion of affordable housing under the Housing Plan and of the Parks and Open Spaces under the Phasing Plan. If these elements of the Project are not Completed when required, City has the right to withhold certificates of occupancy and Later Approvals throughout the Project as set forth in Development Agreement Section 9.4.2 and Section 9.4.4. Assignee understands these provisions, and agrees that it shall have no rights against City for good faith reliance on these remedies. Assignee indemnifies and agrees to defend the City against any claim by another Developer under the Development Agreement that is based on City's exercise of its Section 9.4.2 and Section 9.4.4 remedies resulting from a Default by Assignee.

7. Assignee's Covenants. Assignee hereby covenants and agrees that: (a) Assignee shall not challenge the enforceability of any provision or requirement of the Development Agreement; (b) Assignee shall not sue the City in connection with any and all disputes between Assignor and Assignee arising from this Assignment or the Development Agreement, including any failure to complete all or any part of the Project by any party; and (c) Assignee shall indemnify the City and its officers, agents and employees from, and if requested, shall defend them against any and all Losses resulting directly or indirectly from any dispute between Assignor and Assignee arising from this Assignment or the Development Agreement.

8. Binding on Successors. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

9. Notices. The notice address for Assignee under Section 14.11 of the Development Agreement shall be:

_____
_____
_____
Attn: _____

With copy to:

_____
_____
_____
Attn: _____

10. Counterparts. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

11. Governing Law. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

[insert signature block]

ASSIGNEE:

[insert signature block]

EXHIBIT DD

Map Showing Location of Facilities Easements

EXHIBIT DD

08.09.2018

DA EXHIBIT Q

TRANSPORTATION EXHIBIT

to

DEVELOPMENT AGREEMENT

(700 Innes Avenue, or India Basin)

EXHIBIT Q

TRANSPORTATION EXHIBIT

This Transportation Exhibit to the Development Agreement (DA) outlines the Project's transportation commitments in five areas: (i) the Transportation Plan, (ii) transportation demand management, (iii) parking-garage consultation, (iv) transit-only lanes, and (v) Transportation Fees.

I. Transportation Plan

The City and Developer will follow the India Basin Transportation Plan, which is attached to this Exhibit Q as Schedule O-1, as amended from time to time by the mutual consent of the Parties.

II. Transportation Demand Management Plan

Developer shall implement a Transportation Demand Management (TDM) Plan in compliance with EIR Mitigation Measure M-AQ-1f, as set forth in the MMRP. The MMRP is attached to this Exhibit Q as Schedule O-2. In accordance with the Transportation Plan and instead of the 15% reduction required as part of EIR Mitigation Measure M-AQ-1f, Developer agrees to reduce the number of aggregate daily one-way vehicle trips by 20% (the "reduction goal") for all Buildings that have received a certificate of occupancy and that are at least 75 percent occupied, relative to the aggregate daily, one-way vehicle trips anticipated for those Buildings based on the trip generation rates contained within the Transportation Impact Study dated July 2017 and the Supplement to the Transportation Impact Study, dated April 27, 2018, (together, the "Final Transportation Impact Study") as calculated before the imposition of the TDM measure.

Developer must obtain the Planning Department's approval of the TDM Plan before Developer submits its site permit application for the first Building on the Project Site. Developer shall implement the TDM Plan for each Building on the Project Site upon the issuance of the certificate of occupancy for that Building.

Developer shall comply with its obligations under the TDM Plan throughout the life of the Project or variant. The Developer that is responsible for the Completion of the Infrastructure (other than the Transferable Infrastructure) in each Development Phase shall monitor, submit monitoring reports, and adjust the TDM Plan if the reduction goal is not being achieved, as described in the Transportation Plan. TDM Plan monitoring and reporting, and any required TDM Plan adjustments shall be carried out in accordance with EIR Mitigation Measure M-AQ-1f. Each Developer must comply with the TDM Plan, as amended from time to time.

Upon the earlier of (i) the expiration of the Development Agreement, or (ii) the date the Planning Department determines the reduction goal has been met for up to eight consecutive reporting periods (subject to Developer's right to satisfy the reduction goal through payment of the offset fee, as set forth in EIR Mitigation Measure M-AQ-1f), Developer shall submit the TDM Plan to the Zoning Administrator to order the recordation of a Notice in the Official Records of the Recorder of the City and County of San Francisco for the Project Site. In accordance with EIR Mitigation Measure M-AQ-1f, the final TDM Plan shall be either (a) the TDM Plan that met the reduction goal for eight consecutive reporting periods; or (b) if the Developer has paid an additional offset fee, the TDM Plan that achieved the highest reduction goal for any reporting period. This Notice shall include the Project's final TDM Plan and detailed descriptions of each TDM measure. Any apportionment of any offset fee among Developers will be made by the monitoring and reporting Developer as provided above.

The final TDM Plan shall be enforceable through the Notice of Violation procedures in the Planning Code, or any other applicable provision of law. The Zoning Administrator shall retain

the discretion to determine what constitutes a separate violation under the Planning Code. The Planning Code procedures related to such violations set forth in Section 176 shall apply, except that the Zoning Administrator shall have discretion to impose a maximum penalty of up to $250 per violation. If the submittal of monitoring reports is no longer required in accordance with Mitigation Measure M-AQ-1f, the provisions of Planning Code Section 169.5(b) shall apply.

III. Parking-Garage Consultations

(a) Parking and TDM Report. No less than three months before submitting to the Planning Department a Development Phase Application for any Development Phase of the Project that includes a parking garage, Developer shall submit to the Planning Director, with copies provided to the Director of Transportation, a Parking and TDM Report that contains the following information:

(i) the status of vertical build-out in prior Development Phases of the Project;

(ii) a summary of the TDM Plan's implementation, including progress towards achieving the reduction goal (defined in Section II, above), proposals to improve or adjust the TDM Plan towards achievement of the reduction goal, if and when required in accordance with EIR Mitigation Measure M-AQ-1f, and the current inventory of parking available on the Project Site;

(iii) descriptions of current transit services and any transit service changes budgeted for implementation by the anticipated date of occupancy for the proposed Development Phase;

(iv) a conceptual analysis of the parking garage(s), including the expected capacity of the garage(s) at completion, a discussion of any features of the design(s) that would allow for adaptability of portions of the garage(s) to other uses (e.g., housing, retail, office), and any plans for future adaptation to other uses;

(v) a description of how the information presented within the Parking and TDM Report is reflected in the Development Phase Application.

(b) Parking and TDM Recommendations.

(i) The Planning Director and the Director of Transportation will have 45 days after their receipt of the Parking and TDM Report to provide to Developer written recommendations regarding TDM and the development, operations, or management of the proposed parking garage.

(ii) Developer shall meet and confer with the Director of Planning and Director of Transportation within 15 days, of Developer's receipt of their written recommendations.

(iii) Developer shall make commercially reasonable efforts to incorporate the written recommendations of the Director of Planning and Director of Transportation; provided, however, that Developer shall have no obligation to adjust its TDM Plan unless adjustments are required pursuant to EIR Mitigation Measure M-AQ-1f. Developer shall respond to their written recommendations with a document that includes:

(1) the manner in which Developer will incorporate accepted recommendations into the TDM Plan (if applicable) or the development, operations, or management of the parking garage; and

(2) a reasoned narrative setting forth the reasons it did not accept any parking and TDM recommendations.

IV. Transit-Only Lanes

In accordance with EIR Mitigation Measure M-C-TR-2, Developer shall pay to the SFMTA Developer's fair share portion of the costs to design and construct one of the two travel lanes in each direction of the Evans Avenue–Hunters Point Boulevard–Innes Avenue–Donohue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections.

SFMTA may request Developer's fair share portion when reasonably required to meet the Mitigation Schedule for EIR Mitigation Measure M-C-TR-2 so as to prevent the degradation of transit service and travel time along the corridor and in any event no earlier than the date that the first resident has moved into a new residential unit on the Project Site. The SFMTA will make this determination based on its monitoring of transit service and travel time along the corridor.

Once the SFMTA makes this determination, the SFMTA will alert and invoice Developer an estimate of its fair share portion, determined in accordance with M-C-TR-2, and Developer shall pay this amount to the SFMTA within sixty (60) days of receiving the invoice. Developer shall pay the SFMTA any additional funds required to cover Developer's fair share portion, determined in accordance with M-C-TR-2, within sixty (60) days of receiving the SFMTA's invoice showing its final cost to design and construct the transit-only lanes. If Developer's fair share portion of the cost to complete the transit-only lanes is less than the estimate initially paid by Developer, the SFMTA will refund Developer the difference.

V. Transportation Fee.

Developer shall pay to the SFMTA a Transportation Fee as set forth in Exhibit U (Applicable Impact Fees and Exactions) to the DA.

SCHEDULE Q-1

INDIA BASIN TRANSPORTATION PLAN

[see attached]

SCHEDULE Q-2

MMRP

[see attached]

Prepared for

BUILD:

Prepared by

FEHR & PEERS

332 Pine Street, Floor 4
San Francisco, CA 94104

India Basin

Transportation Plan

SF15-0820

July 17, 2018

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Table of Contents

Chapter 1. Introduction **1**

Chapter 2. Project Overview **3**

2.1 Setting 3

2.2 Land Use 4

2.2.1 Phasing 5

2.3 Roadway Changes 9

2.4 Pedestrian Circulation Changes 12

2.5 Bicycle Circulation Changes 14

2.6 Transit Changes 17

Chapter 3. Transportation Demand Management (TDM) Plan **19**

3.1 Overview 19

3.2 Monitoring and Reporting Requirements 20

3.3 Overall Effectiveness 25

3.4 Detailed Review of Each Strategy 32

3.4.1 Bicycle Parking 32

3.4.2 Bicycle Repair Stations 33

3.4.3 Showers and Clothes Lockers 34

3.4.4 Improve Walking Conditions 35

3.4.5 Bike Share Stations and Membership 35

3.4.6 Bicycle Maintenance 36

3.4.7 Fleet of Bicycles 37

3.4.8 Carshare Parking 38

3.4.9 Delivery Supportive Amenities 39

3.4.10 Family TDM Amenities 40

3.4.11 On-site Childcare 40

3.4.12 Multi-modal Wayfinding Signage 41

3.4.13 Real-time Transportation Information Displays 42

3.4.14 Tailored Transportation Marketing Services 42

3.4.15 On-Site Affordable Housing 43

3.4.16 Unbundle Parking 44

Chapter 4. Parking and Loading Plan **45**

4.1 Relevant Trends 45

4.2 Overview of Parking and Loading Provision 48

4.3 Locations of Specific Parking and Loading Activities 53

4.4 Bicycle Parking 55

Chapter 5. Shuttle Plan **57**
5.1 Background 57
5.2 Transit Conditions 57
5.2.1 Current Transit Conditions 57
5.2.2 Future Transit Conditions 60
5.3 Proposed Shuttle Route 62
5.3.1 Route Selection 62
5.3.2 Monitoring 63
5.3.3 Phase 1 Route and Stops 66
5.3.4 Phase 2 Routes and Stops 66
5.3.5 Operating Plan 66
Appendix A. Shuttle Plan Calculations **69**
Route Selection Travel Time Comparison 69
AM Peak Period 69
PM Peak Period 69
Round-Trip Travel Time Estimate 70
Phase 1 Route 70
Phase 2 Route 70
Fleet Size 71
Phase 1 Route 71
Phase 2 Route 71
Ridership Estimate 72

List of Figures

Figure 1: Land Use Program 7
Figure 2: Phasing 8
Figure 3: Off-Site Intersection Changes 11
Figure 4: Pedestrian Circulation 13
Figure 5: Bicycle Circulation 16
Figure 6: Transit Circulation 18
Figure 7: TNC Mode Share by Year 46
Figure 8: E-commerce as a Percentage of Total Retail Trade 47
Figure 9: Loading Plan 49
Figure 10: Off-Street Parking Plan 50
Figure 11: Existing Transit Network 59
Figure 12: Future Transit Network 61
Figure 13: Phase 1 Proposed India Basin Shuttle Route 64
Figure 14: Phase 2 Proposed India Basin Shuttle Routes 65

List of Tables

Table 1. Project Land Use Configuration 5
Table 2: Summary of TDM Strategies and Estimated Effectiveness 27
Table 3: Proposed Carshare Parking Ratios 39
Table 4. Parking Ratios by Land Use 52
Table 5. Code Required Bicycle Parking Ratios by Land Use 55

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Chapter 1. Introduction

The India Basin Transportation Plan provides a description of transportation improvements that will be constructed as part of the India Basin project, focusing only on the Build Property at 700 Innes Avenue. As described below, the full project site includes both the Build Property and a nearby park site owned by the San Francisco Recreation and Park Department (the "RPD Property"). However, trips to and from the RPD Property are negligible and therefore do not merit a TDM plan nor further discussion in this Plan. From this point forward, the Build Property is referred to as the "project site".

This Plan includes detail on vehicular parking and loading and potential shuttle service. It also includes the project's Transportation Demand Management (TDM) Plan, which describes specific strategies that will be employed on an ongoing basis upon building occupation to reduce the use of single-occupant vehicles. The project has set a performance standard of reducing the number of aggregate daily one-way vehicle trips by at least 20 percent compared to the DEIR's forecasted auto traffic generation, which exceeds the 15 percent reduction required as part of air quality Mitigation Measure M-AQ-1f. This TDM Plan is designed to help the project meet the trip reduction standard. The project will be held responsible to comply with monitoring, reporting, and adjustment requirements for the life of the project per the City's TDM Program Standards. As the Proposed Project advances through the design and approvals process, this document will serve as a resource documenting the applicant's transportation-related commitments to ensure that design and implementation of the Proposed Project aligns with the City's expectations.

Chapter 2 provides an overview of the project description, including discussions and figures explaining the project setting, land use program, roadway changes, pedestrian circulation changes, bicycle circulation changes, and transit changes.

Chapter 3 contains the TDM Plan detailing the selected TDM strategies. For each of the proposed strategies this Transportation Plan summarizes how the strategy would be implemented, providing high-level information on phasing, the target audience of each measure (resident, employee, visitors, etc.), and the monitoring and reporting process that will apply.

Chapter 4 includes the parking and loading plan for the India Basin project site, focusing on on-street activity. It presents overall amounts and ratios of automobile parking. It describes locations for each of the types of parking and loading activity that are expected to occur, including delivery truck loading, on-street parking, passenger pick-up/drop-off, and microtransit. This chapter includes general guidelines and performance measures as to how pick-up/drop-off zones should be oriented relative to building entrances and discusses how the plan has been configured to adapt to currently evolving transportation trends caused by increasing use of online shopping, transportation network companies (TNCs), and other technologies.

Chapter 5 describes the shuttle plan for India Basin. Should the Project buildout occur prior to the implementation of the appropriate suite of transit improvements contained within the Candlestick Point Hunters Point Shipyard (CPHPS) Transportation Plan, the Project will provide shuttle service on an interim basis to bridge gaps in transit capacity, as required by DEIR Mitigation Measure M-TR-3P and 3V, Option 2. The interim shuttle service would supplement existing, nearby transit service by providing connections to local and regional rail service. The shuttle plan includes a route connecting the project site to Glen Park BART station, 22nd Street Caltrain station, and the T-Third line, as well as planning-level recommendations on the frequency of the route, operating hours, and number of shuttle vehicles needed to operate the service.

Chapter 2. Project Overview

2.1 Setting

The India Basin project is located in the Bayview Hunters Point neighborhood in the southeast quadrant of San Francisco. The site perimeter has frontage on Innes Avenue, Hunters Point Boulevard, and Earl Street, and the site has frontage onto Hudson Avenue, Griffith Street, and Arelious Walker Drive.

Currently, the project site is generally undeveloped and open, except for six buildings and structures covering only a small portion of the site. The few structures on this property range from one to four stories and are between 10 and 40 feet tall. This area is generally made of fill materials, covered by light brush, debris, dirt, and gravel mounds. The area is mostly flat between Hudson Avenue and Earl Street to the India Basin Open Space boundary, which then slopes toward the Bay. There is more slope downward from Innes Avenue toward Hudson Avenue. The project site generally surrounds a single dead-end street, Arelious Walker Drive, which is an unaccepted public right-of-way ending in a cul-de-sac. Approximately twelve acres of the site is open space and includes a portion of the Blue Greenway – a City project to construct a portion of the Bay Trail along the City's eastern waterfront - along the Project's shoreline.

The neighborhood surrounding the project site is being developed with numerous development proposals in the planning and approval stages, the largest of which is the Candlestick Point-Hunters Point Shipyard (CPHPS) project to the east. Hunters Point Shipyard Phase 1, which includes 519 residential units, has nearly completed construction and would be fully-occupied prior to the opening of the initial phases of the Proposed Project. Additionally, the reconstruction of Hunters Point Boulevard and Innes Avenue as obligated by the CPHPS project is anticipated to be completed as part of Hunters Point Shipyard Sub-phase HP-02, currently anticipated to occur in year 2022. The CPHPS project includes more than 10,000 residential units, more than 1,100 ksf of neighborhood retail, 150 ksf of office space, 395 hotel rooms, a 10,000 seat arena, parkland, research & development space, artist studios, a marina, a Junior High/High School, a High School/post-secondary center, and community services.

The Proposed Project, co-sponsored by Build and the San Francisco Recreation and Park Department (RPD), would redevelop both project sponsors' parcels along the India Basin shoreline of the San Francisco Bay. The parcels that are collectively referred to as 700 Innes Avenue property ("Build Property") comprise nearly 17.12 acres of the site and are owned or would be acquired by Build. The parcels that are collectively referred to as 900 Innes Avenue property, India Basin Open Space, and India Basin Shoreline Park ("RPD Property"), make up more than 14.2 acres and are owned by the RPD. The remaining 5.94 acres make up the developed and undeveloped public right-of-way on Griffith Street, Hudson Avenue, Earl Street, and Arelious Walker Drive.

The project setting is described in greater detail in the project's Design Standards and Guidelines (DSG) document, sections 1.1.1-1.1.4. Additional information is also available in the project's Infrastructure Plan, sections 1.2-1.3, and in the project's Transportation Impact Study (TIS), pages 12-14.

2.2 Land Use

The project contains 1,575 dwelling units, 122 ksf of office space, 87 ksf of retail space, and open space as detailed in **Table 1**. The project provides 1,800 off-street parking spaces; this includes 1,575 private parking spaces and 225 public parking spaces. The project would also provide sufficient bicycle parking to meet San Francisco Planning Code, and in any case a minimum of 1,575 bicycle parking spaces would be provided with the majority being Class I bicycle parking spaces (such as bike lockers, or secure bike rooms) alongside around 100 Class II bicycle parking spaces (publicly accessible bicycle racks). A detailed presentation of parking supply and ratios for automobile and bicycle parking is provided in Sections 4.2 and 4.4.

The Revised Proposed Project's land use program is shown in **Figure 1**. For more information about the project's land use program, consult sections 1.3.2, 1.3.3, and 4.1-4.4 of the DSG, or the "Supplemental Memorandum to the India Basin TIS: Transportation Impacts for the 'Revised Proposed Project'" (Fehr & Peers, 2018).

Table 1. Project Land Use Configuration

Floor Area Use	Proposed Project	Floor Area (gsf)
Build Property		
Residential	1,575 units: 252 studios 299 one-bedroom 867 two-bedroom 157 three-bedroom	1,506,324
Commercial / Retail	General Office	121,915
	Restaurant	13,026
	Café	17,369
	Supermarket	21,711
	General Retail	35,085
	Total	*209,106*
Open Space	Big Green Open Space	237,400
Subtotal	-	*1,802,830*
RPD Property		
Open Space (Public)	India Basin Open Space	270,000
	900 Innes	78,400
	India Basin Shoreline Park	243,900
	Total	*592,300 (=13.6 ac)*
Total	-	*2,395,130*

Source: Build *Draft India Basin Notice of Preparation of an Environmental Impact Report and Public Scoping Meeting*, April 30, 2015, modified June 2017. Build *Project Description Changes*, April 2018.

2.2.1 Phasing

Buildout of the Build portion of the Project is anticipated to occur in three major phases over an approximately eight year period, from 2020 through 2028. A map of the project's proposed phasing is detailed in **Figure 2**.

The street network will be built out in phases corresponding to the project phases, as shown on the figure. As each phase is constructed, the portions of the roadway network that abut the property under construction will be built. Similarly, buildout of the parks and open space within the Build parcel is tied in with the site development; in other words, the open space buildout spans multiple phases of the site development so cannot be separately defined as a phase.

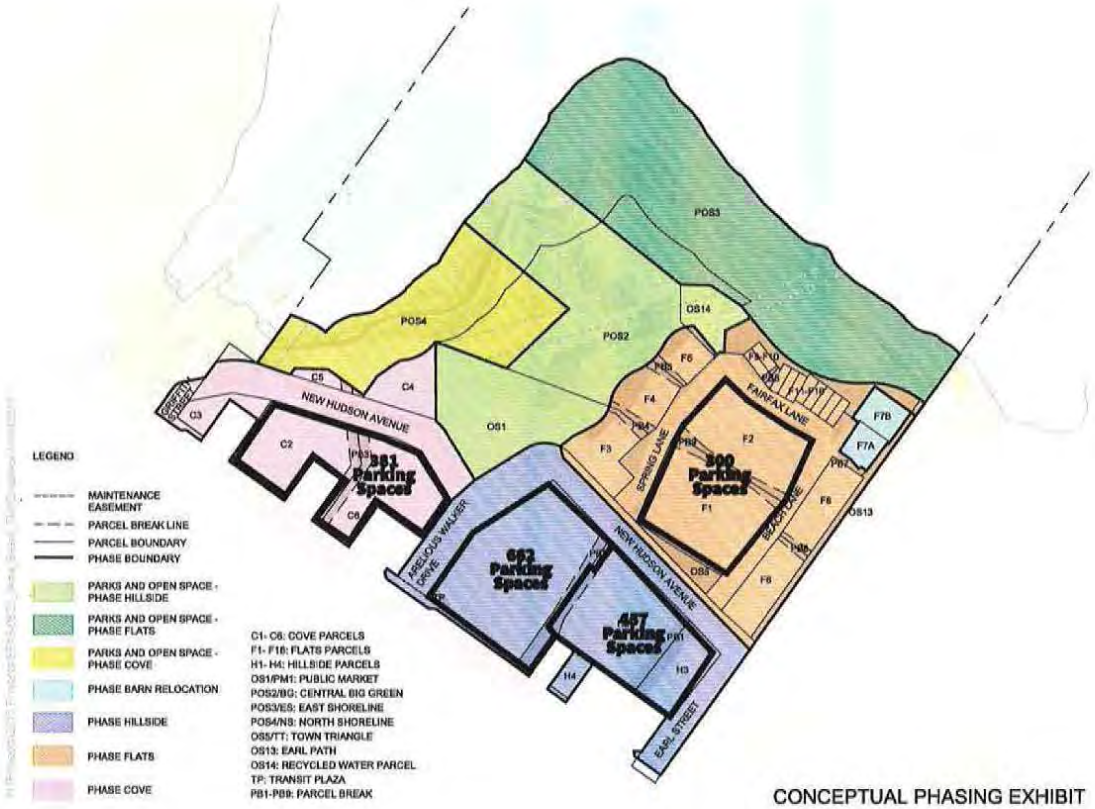
Hillside includes construction of Arelious Walker Drive (from Innes Avenue to New Hudson Avenue), New Hudson Avenue (from Arelious Walker Drive to Earl Street), Earl Street (from New Hudson Avenue to Innes Avenue), and all associated infrastructure, as further described below. Construction of this portion of New Hudson Avenue will include installation of the two-way separated cycle track along that portion. This phase includes construction of all improvements to the intersection at Innes Avenue/Arelious Walker Drive and at Innes Avenue/Earl Street, including crosswalks, installation of traffic signals, and striping of an eastbound left turn lane. Flats, would include the street construction of the Shared Public Ways (Spring Lane, Fairfax Lane, and Beach Lane).

Cove would include the street construction of New Hudson Avenue (from Griffith Street to Arelious Walker Drive), Griffith Street, the intersection improvements at Griffith Street/Innes Avenue, the adjacent portion of the cycle track along New Hudson Avenue, and the connection point at the eastern end of Griffith Street to the bike facilities through the 900 Innes parcel.

Source: India Basin Design Standards & Guidelines document

Note:
For additional details of each land use designation, please consult the India Basin Design Standards & Guidelines document, page 268.

Figure 1
Land Use Program



CONCEPTUAL PHASING EXHIBIT

Source: Build Inc.

Figure 2
Phasing

Note: Parking spaces indicated in this figure are parking count maximums.

2.3 Roadway Changes

The existing public ROW within the project site consists of four streets: Griffith Street, Hudson Avenue, Earl Street, and Arelious Walker Drive. Each are partially paved where they meet Innes Avenue, but in general they are unpaved and/or partially paved, unimproved, unaccepted, and fenced from public access. Hudson Avenue runs west to east through the project site, starting at Hunters Point Boulevard and terminating at Earl Street. Sections of Earl Street and Hudson Avenue are paper streets. Earl Street forms the eastern boundary of the project site, running from the edge of the Bay to Innes Avenue. Griffith Street is the shortest of the streets, starting at Innes Avenue and running south to north, bisecting the project site and terminating at the edge of the shoreline. Arelious Walker Drive is a paved street that runs south to north and roughly bisects the 700 Innes property, ending in a cul-de-sac.

The Revised Proposed Project would construct the following new public streets, internal to the project site:

- Griffith Street would be a new residential street that would extend north of Innes Avenue into the project site.
- New Hudson Avenue would replace the existing unpaved Hudson Avenue and would extend east-west connecting Griffith Street, Arelious Walker Drive, and Earl Street.
- A new shared public way loop road would be constructed off of New Hudson Avenue. The streets on this loop would be named Beach Lane, Fairfax Lane, and Spring Lane.

Additionally, Arelious Walker Drive and Earl Street would be modified to become neighborhood commercial streets within the site. Street cross sections are included in the project's Design Standards and Guidelines (DSG) document. Further information about roadway changes associated with the India Basin project can be found in sections 8.1-8.6 of the Infrastructure Plan, and section 2.1.1 of the DSG.

The following five intersections would be signalized as part of the Proposed Project. The last three intersections would also receive eastbound left-turn lanes to accommodate vehicle traffic entering the site:

- Hunters Point Boulevard/Hudson Avenue/Hawes Street
- Hunters Point Boulevard/Innes Avenue
- Innes Avenue/Griffith Street
- Innes Avenue/Arelious Walker Drive
- Innes Avenue/Earl Street

The construction of the three eastbound left-turn pockets would result in the elimination of a total of 36 parking spaces on the north side of Innes Avenue as follows: four between Hunters Point Boulevard and Griffith Street, 10 between Griffith Street and Arelious Walker Street, nine between Arelious Walker Street and Earl Street, and 13 between Earl Street and Donahue Street. The parking removal between Earl Street

and Donahue Street would be necessary to enable the travel lanes to line up with the new lane alignments west of Earl Street. These off-site intersection changes are shown in **Figure 3**.

To improve vehicular mobility at the intersection of Jennings Street/Evans Avenue, the project proposes to construct a 100-foot southbound left turn pocket and convert the eastbound approach to provide one 100-foot left turn pocket, one through lane, and one shared through/right turn lane. Adding the southbound left-turn pocket would require restricting parking on the west side of Jennings Avenue, removing approximately five parking spaces. No additional right-of-way will be required for the modifications on the eastbound approach. Build will fund SFMTA costs to review the design and implement the new southbound and eastbound approach configurations. FivePoint is obligated to reconstruct Hunters Point Boulevard and Innes Avenue between Jennings Street and Donahue Way, as a condition of the Shipyard development. The City is currently undergoing a planning process to finalize the design of this street. The Proposed Project's external roadway improvements listed above are intended to be compatible with the ultimate configuration of Innes Avenue constructed by FivePoint as part of their obligations.

If FivePoint faces substantial delays in building out Innes Avenue, the improvements required to be constructed as part of the India Basin project (e.g., new traffic signals, striping to include left-turn lanes, and the India Basin project's frontage) would be constructed, and the remainder of the improvements required of FivePoint (sidewalk improvements along the south side of Innes Avenue, streetscape improvements along the remainder of the corridor, and other signals required of FivePoint) would not be constructed, until required as part of the Shipyard project.

All internal and external streetscape improvements are subject to change per review by SFMTA, Department of Public Works, and the Fire Department. If changes occur, those changes will be subject to further review.

Further information about roadway changes associated with the India Basin project can be found in sections 8.1-8.6 of the Infrastructure Plan, and section 2.1.1 of the DSG.

Figure 3

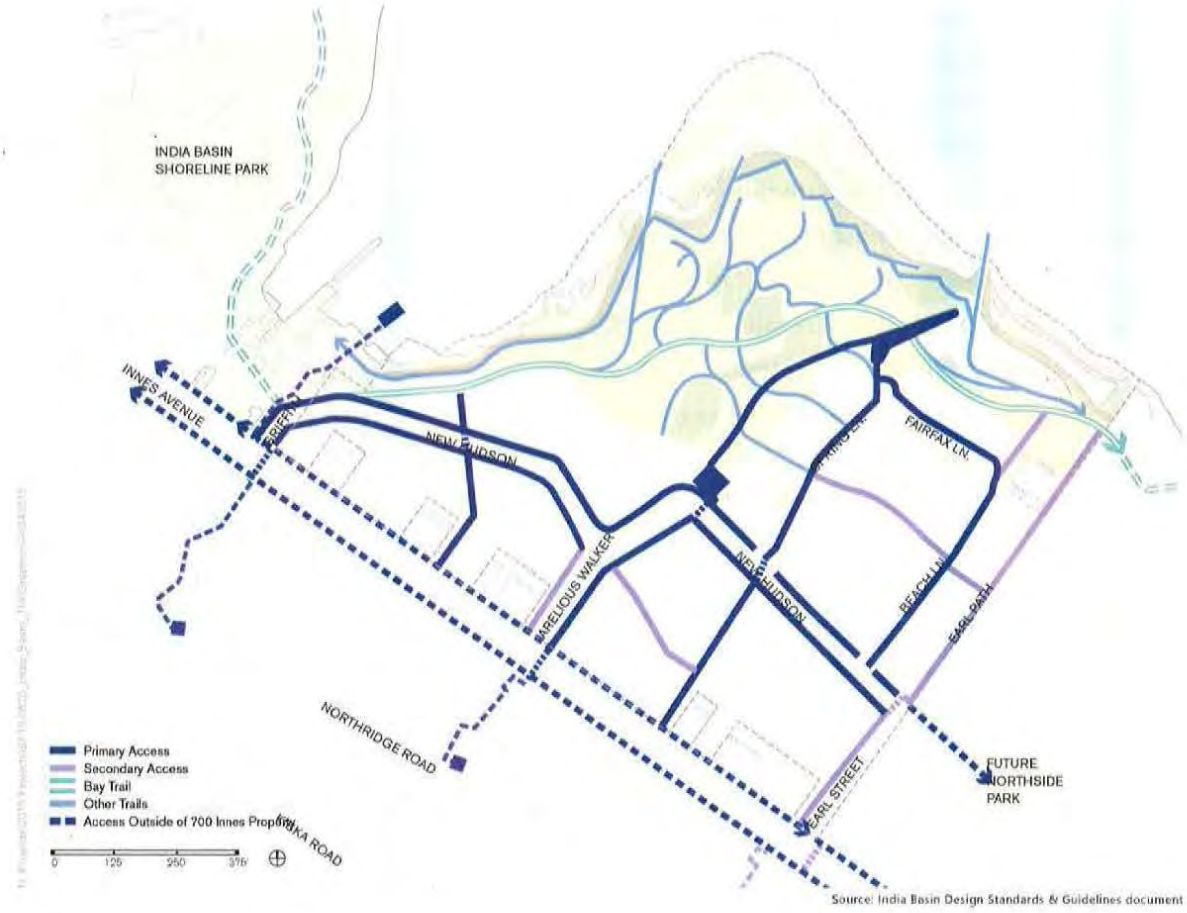
Off-Site Intersection Changes

2.4 Pedestrian Circulation Changes

The Innes Avenue corridor currently features a patchwork of incomplete and narrow sidewalks, which present a less-than-ideal pedestrian condition. However, the Innes Avenue corridor will feature a substantially improved pedestrian experience as a result of the improvements planned by the adjacent Shipyard development and the Project's improvements on the north of the street. Continuous sidewalks on both sides of the street, corner bulbouts, bus stops, and new crossing opportunities providing better access to the site and nearby transit stops from the project as well as adjacent uses at the hilltop are planned. The sidewalk design would be constructed in a manner consistent with the Better Streets Plan but would be finalized at a later date in coordination with SFMTA, Planning Department, FivePoint, DPW, and others.

As part of their signalization, crosswalks are intended to be installed on all approaches at the intersections of Hunters Point Boulevard/Hudson Avenue/Hawes Street, Hunters Point Boulevard/Innes Avenue, Innes Avenue with Griffith Street, Arelious Walker Street, and Earl Street. The designs would be finalized during the detailed design phase.

Pedestrian circulation within and adjacent to the project site, as well as to major activity centers (the Public Market and bus stops on Northridge Road), are shown in **Figure 4**. Further information about pedestrian circulation can be found in section 8.6 of the Infrastructure Plan and sections 2.1.2-2.2.12 of the DSG.



Source: India Basin Design Standards & Guidelines document

Note:
-Crosswalk locations across Innes Avenue at Griffith Street, Arelious Walker Drive, and Earl Street are preliminary and will be finalized during detailed design.
-Squares and rectangles indicate pedestrian activity centers including the Public Market, and Muni 54 bus stops on Northridge Road

Figure 4
Pedestrian Circulation

2.5 Bicycle Circulation Changes

While signed as a bike route, the Innes Avenue corridor does not currently contain any dedicated bicycling facilities, and bicyclists are currently subjected to sharing vehicle lanes with fast-moving arterial traffic. The project plans for a corridor that will feature a fully-separated east-west bicycle link, which will substantially improve cyclist comfort and provide convenient access to destinations within the project site.

The existing Class II bicycle facility (i.e. standard bicycle lanes) on Hunters Point Boulevard between Hudson Avenue and Innes Avenue and the existing Class III bicycle facility (i.e. shared lane markings) on Innes Avenue between Hunters Point Boulevard and Earl Street would be removed. The facility would be relocated to a new Class I facility along the north side of Hudson Avenue within the project site. The new Class I facility ("Hudson Avenue bikeway") would connect India Basin with an extensive bicycle network approved within the Hunters Point Shipyard site to the east and the Blue Greenway (a planned 13-mile network of parks and trails around the waterfront of southeastern San Francisco) to the west, closing a gap link in the plans for a continuous bicycle facility from Candlestick Point and Hunters Point Shipyard along the waterfront to Downtown San Francisco. The Hudson Avenue bikeway will be constructed alongside roadway changes described above in Section 0. Construction of the bikeway would occur alongside construction of the adjacent phases of development, beginning with the Hillside phase and ending with the Cove.

Eventually the Hudson Avenue bikeway will connect to the Class I facility in Northside Park to the east of the project site, although in the interim period the Class I facility will terminate at Earl Street/Hudson Avenue and continue as a Class III shared lane facility on Earl Street between Innes Avenue and Hudson Avenue. Eventually the Hudson Avenue bikeway will connect to the Class I facility on the east side of Hunters Point Boulevard, although in the interim period, the project would ensure a continuous bicycle connection from the current Class II bike lanes on Hunters Point Boulevard to the Class I bicycle corridor within the project site as follows. A connection would be constructed for cyclists making left turns at the multi-lane intersection of Hunters Point Boulevard/Hudson Avenue (signalized as part of the project) from the bike lane on southbound Hunters Point Boulevard to the Class I facility on Hudson Avenue. Design and construction of this facility would be subject to final review and approval of the City Traffic Engineer. This may include one of the following two designs and is indicated on **Figure 3**:

- installation of bicyclist signal heads, bicycle left-turn lane, and an accompanying dedicated signal phase for the maneuver; or,
- installation of a two-stage turn queue box at the far side of the intersection; which is a space where cyclists can wait more safely prior to completing the maneuver in a location visible to other road users.

Additionally, Earl Path is the extension of Earl Street, north of New Hudson Avenue, which would be a path for pedestrians and bicyclists only. Furthermore, recreational paths connecting the on-site bike route to the Bay Trail, Northside Park, and India Basin Shoreline Park would be constructed throughout the proposed shoreline open space.

Bicycle circulation within and adjacent to the project site is shown in **Figure 5**. Further information about bicycle circulation can be found in section 8.6 of the Infrastructure Plan and section 2.1.1 of the DSG.

Source: India Basin Design Standards & Guidelines document

Note:
Class II bike parking will be provided within the furnishing zone and at other locations to be determined throughout the project site.

Figure 5
Bicycle Circulation

2.6 Transit Changes

The project would provide SFPUC power hookups to shelter locations along Hunters Point Boulevard and Innes Avenue adjacent to the project site and would coordinate with SFMTA on the location of the hookups. In addition, the project would provide funding to the SFMTA for implementation of a transit only lane in each direction from the intersection of Hunters Point Boulevard/Evans Street/Jennings Street to the intersection of Donahue Street and Robinson Street.

The area surrounding the project is slated for substantial transit service improvements not specifically tied to the project, including service increases specified in the CPHPS Transportation Plan. Existing Muni lines 44 O'Shaughnessy and 48 Quintara would be extended along Innes Avenue to Hunters Point Shipyard via India Basin to replace the 19 Polk, which would be rerouted away from the project site. Additionally, the Hunters Point Express (HPX) will run express between Downtown San Francisco and the project's stop at Innes Avenue/Arelious Walker Street, providing a rapid connection for passengers. These routes will ultimately result in combined service of 25 buses per direction per hour along Innes Avenue; a substantial improvement over the current four buses per hour per direction. These improvements will be implemented during construction of CPHPS, in the 2021-2026 timeframe. They are described in detail in Section 5.2.2 of this document.

Transit circulation in the vicinity of the project site is shown in **Figure 6**. Further information about transit changes associated with the India Basin and CPHPS project can be found on pages 29-30, 142-164, and 203-227 of the TIS, and in section 8.2 of the Infrastructure Plan.

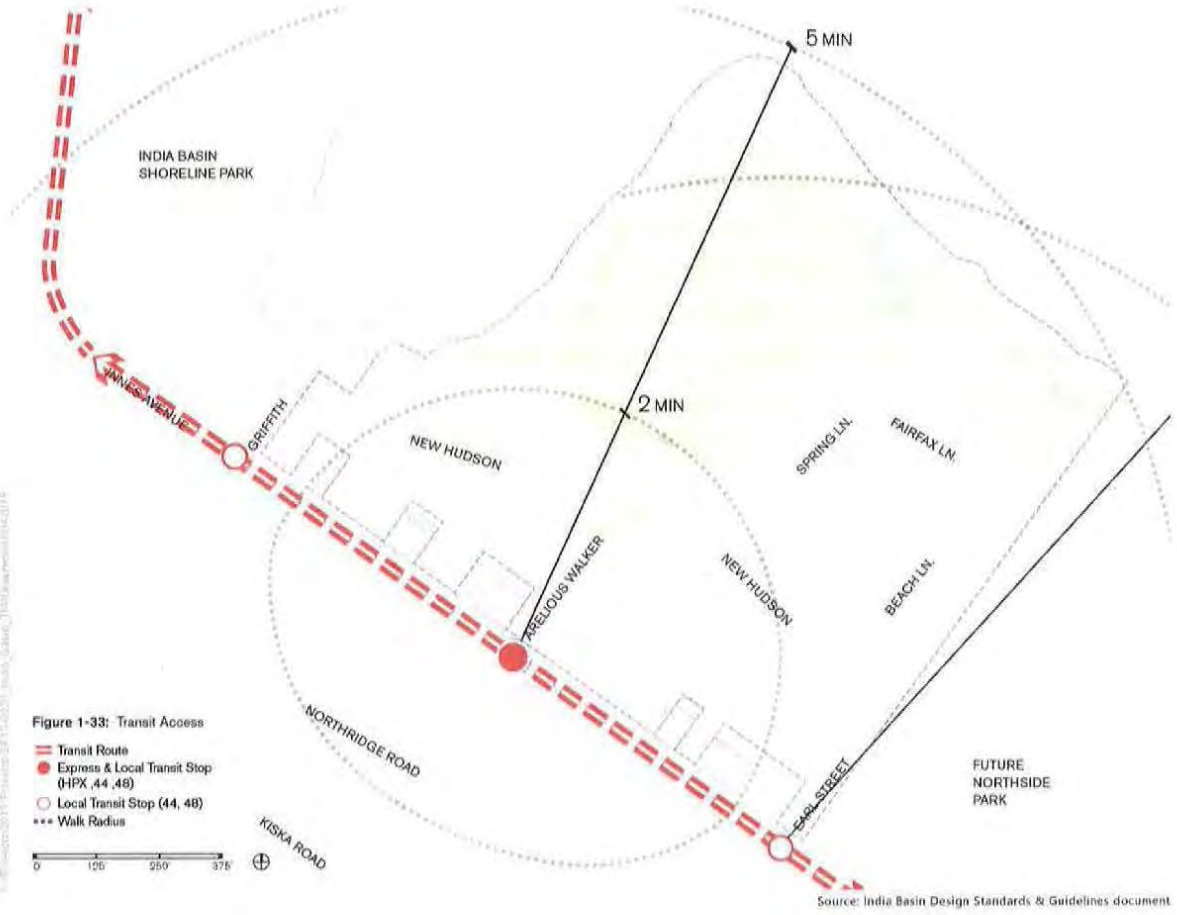


Figure 6

Transit Circulation

Chapter 3. Transportation Demand Management (TDM) Plan

This chapter contains the project's Transportation Demand Management (TDM) Plan. An overview of the TDM Plan and its goals is presented. Then, a monitoring and reporting plan is presented and the plan's overall likely effectiveness is discussed. Finally, the 16 strategies that make up the plan are described in detail.

3.1 Overview

The TDM Plan is fully consistent with the Mitigation Measure M-AQ-1f, and exceeds the Mitigation Measure in three areas: addition of three interim checkpoints where the Plan may be adjusted, the increase of the performance standard from 15 percent daily vehicle trip reduction to 20 percent, and the addition of monitoring, reporting, and adjustments for the life of the project. These three additional commitments associated with Mitigation Measure M-AQ-1f are detailed in the remainder of this chapter.

The project sponsor is committed to reducing vehicle trips to and from the project site beyond that which is required by Mitigation Measure M-AQ-1f in the Draft Environmental Impact Report (DEIR). The project has been designed to prioritize and promote travel by walking, biking, and transit for new residents, tenants, employees, and visitors. As the project is at the scale of a small neighborhood, these design decisions will be particularly influential to people's travel patterns. Key design elements include the provision of an internal road network with narrow streets designed to neighborhood-appropriate speeds; a comprehensive pedestrian network of sidewalks, crosswalks, mid-block pathways, and open space trails; a new Class I bicycle facility throughout the site comprising part of a major regional bicycle connection; the closure of the gap in the Bay Trail through the project site; signalization of five project-adjacent intersections that enhances pedestrian and bicycle connectivity; and support and accommodation for a bus-only lane along Innes Avenue adjacent to the project site.

The multimodal project design is complemented and supported by the project's TDM Plan, which includes specific strategies to reduce vehicular trip-making by shifting trips that would otherwise be made by private automobile to other modes such as walking, bicycling, or transit. This generally involves improving the appeal of these modes via supportive amenities (such as showers and lockers for bike commuting or real-time transit information screens), making the costs associated with private auto-mobility more apparent (such as unbundling parking spaces from residential units), and reducing the need for site users to make longer distance trips that tend to be more likely made by automobile (such as by providing key amenities like a grocery store within the project site).

To mitigate the project's significant air quality impact, Mitigation Measure M-AQ-1f in the DEIR compels the project to reduce by 15 percent the total daily one-way project vehicle trips analyzed in the EIR (for both the 700 Innes and India Basin Open Space sites). The project sponsor has agreed to exceed this requirement by committing to the performance standard of a 20 percent vehicle trip decrease. This will be achieved through a combination of the multimodal design elements inherent in the project and individual strategies contained within the TDM plan.

The strategies presented in this chapter constitute the initial plan for the first phase of development. The project sponsor will evaluate the project against the performance standard at a number of checkpoints during buildout. At each of these checkpoints, the project sponsor would convene with SFMTA and Planning Department to evaluate the effectiveness of the TDM strategies implemented to date in the context of levels of transit service implemented and yet to be implemented near the site. If the project is found to be falling short of the performance standard at a particular checkpoint, the project sponsor will work with SFMTA and Planning Department to consider adjustments to TDM strategies or new measures to achieve the performance standard (e.g. changes to amount of parking). These checkpoints would be scheduled to provide enough time for the project sponsor to make TDM adjustments or adjustments to project design in the subsequent phase, if needed.

The effective daily vehicle trip generation rates for each land use type contained within the *Supplemental Memorandum to the India Basin TIS: Transportation Impacts for the "Revised Proposed Project"* shall be used at these checkpoints to determine the base against which the performance standard can be measured. This memorandum presents two sets of rates, for Project Conditions and Cumulative Conditions scenarios. It is intended that the Project Conditions scenario trip generation rates shall be used until the point at which SFMTA implements 75 percent of the level of transit service ultimately planned and committed to as part of the Candlestick Point/Hunters Point Shipyard Transportation Plan (or 1,280 seats per hour in each direction along Innes Avenue), at which point the Cumulative Conditions scenario trip rates, which are lower to reflect mode shift from auto to transit, shall be used.

3.2 Monitoring and Reporting Requirements

The TDM Coordinator will undertake monitoring and reporting of the TDM plan consistent with the City's TDM Program Standards. If a Transportation Management Association (TMA) is formed to oversee the TDM plan implementation, the TDM Coordinator may be a representative of the TMA. The three main monitoring and reporting components of the Program Standards are a pre-occupancy site visit, ongoing monitoring and reporting statements, and periodic updating of the Plan if needed after entitlement. While the key elements of the monitoring and reporting standard were included in the DEIR Mitigation Measure M-AQ-1f, the project has chosen to exceed these requirements in three areas: addition of three interim checkpoints

where the Plan may be adjusted, the increase of the performance standard from 15 percent daily vehicle trip reduction to 20 percent, and the addition of monitoring, reporting, and adjustments for the life of the project.

The TDM Coordinator will submit the first report for all buildings that are at least 75 percent occupied 18 months after issuance of the first certificate of occupancy of any building on the 700 Innes property that includes off-street parking or the establishment of surface parking lots or garages. After the first reporting period, reports will be submitted on an annual basis until five consecutive reporting periods show that the fully built project has met the 20 percent performance standard, after which they may be submitted every three years for the life of the project. While the mitigation measure states that monitoring, reporting, and adjustments may cease once the reduction goal has been met for up to eight consecutive reporting periods, the project has committed to continue monitoring, reporting, and adjusting (if needed) for the life of the project. While the mitigation measure requires that the Project's TDM coordinator shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, this Plan enables for more responsive course-correction during project buildout if the project is not meeting its goal as determined by monitoring conducted after certain checkpoints, to be agreed to between the project sponsor and the City, as defined in Section 3.1. Adjustments may include reducing the parking supply for future phases of the project below the maximum allowable.

For ease of reference, the full text of the Mitigation Measure is provided below in italics:

> ***TDM Plan Monitoring and Reporting**: The TDM Coordinator shall collect data, prepare monitoring reports, and submit them to the Planning Department. To ensure that the goal of reducing by at least 15 percent the aggregate daily one-way vehicle trips is reasonably achievable, the project sponsor shall monitor daily one-way vehicle trips for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, and shall compare these vehicle trips to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the project's Final Transportation Impact Study.*
>
> ***Timing**. The TDM Coordinator shall collect monitoring data and shall begin submitting monitoring reports to the Planning Department 18 months after issuance of the first certificate of occupancy for buildings that are at least 75 percent occupied on the 700 Innes property that include off-street parking or the establishment of surface parking lots or garages. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until five consecutive reporting periods show that the fully built project has met the reduction goal. From that point on, monitoring data shall be submitted to the Planning Department once every three years.*

Each trip count and survey (see below for description) shall be completed within 30 days after the end of the applicable reporting period. Each monitoring report shall be completed within 90 days after the applicable reporting period. The timing of monitoring reports shall be modified such that a new monitoring report is submitted 12 months after adjustments are made to the TDM plan to meet the reduction goal, as may be required under the "TDM Plan Adjustments" heading, below. In addition, the Planning Department may modify the timing of monitoring reports as needed to consolidate this requirement with other monitoring and/or reporting requirements for the proposed project or variant, such as annual reporting under the proposed project's or variant's development agreement.

***Term**. The project sponsors shall monitor, submit monitoring reports, and make plan adjustments until the earlier of: (i) the expiration of the Development Agreement, or (ii) the date the Planning Department determines that the reduction goal has been met for up to eight consecutive reporting periods.*

***Components:** The monitoring and reporting, including trip counts, surveys and travel demand information, shall include the following components or comparable alternative methodology and components, as approved, accepted or provided by Planning Department staff:*

(1) Trip Count and Intercept Survey: Provide a site-wide trip count and intercept survey of persons and vehicles arriving and leaving the project site for no less than two days during the reporting period between 6:00 a.m. and 8:00 p.m. One day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during one week without federally recognized holidays, and another day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during another week without federally recognized holidays. The trip count and intercept survey shall be prepared by a qualified transportation or survey consultant, and the Planning Department shall approve the methodology prior to the Project Sponsors conducting the components of the trip count and intercept survey. The Planning Department anticipates it will have a standard trip count and intercept survey methodology developed and available to project sponsors at the time of data collection.

(2) Travel Demand Information: The above trip count and survey information shall be able to provide the travel demand analysis characteristics (work and non-work trip counts, origins and destinations of trips to/from the project site, and modal split information), as outlined in the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review, October 2002, or subsequent updates in effect at the time of the survey.

(3) *Documentation of Plan Implementation: The TDM coordinator shall work in conjunction with the Planning Department to develop a survey (online or paper) that can be reasonably completed by the TDM coordinator and/or Transportation Management Association (TMA) staff members to document implementation of TDM program elements and other basic information during the reporting period. The project sponsors shall include this survey in the monitoring report submitted to the Planning Department.*

(4) *Assistance and Confidentiality: The Planning Department will assist the TDM coordinator with questions regarding the components of the monitoring report and will assist the TDM coordinator in determining ways to protect the identity of individual survey responders.*

***TDM Plan Adjustments**. The project sponsors shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal. The TDM plan adjustments shall be made in consultation with Planning Department staff and may require refinements to existing measures (e.g., change to subsidies, increased bicycle parking), inclusion of new measures (e.g., a new technology), or removal of existing measures (e.g., measures shown to be ineffective or induce vehicle trips). If the Planning Department determines that the reduction goal has been met for eight consecutive reporting periods, the TDM Plan in place at the time of the eighth consecutive successful reporting period shall be considered the final TDM Plan.*

If the monitoring results from three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, the TDM plan adjustments shall occur within 270 days after the last consecutive reporting period. The TDM plan adjustments shall occur until the monitoring results of three consecutive reporting periods demonstrate that the reduction goal is achieved.

If after implementing TDM plan adjustments, the project sponsors have not met the reduction goal for up to eight consecutive reporting periods, as determined by the Planning Department, then the project sponsors may, at any time thereafter, elect to use another means to address the shortfall in meeting the TDM plan reduction target.

Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations. The anticipated shortfall shall be based on the shortfall that occurred in the most recently monitored year. Calculations of emissions to be offset shall be based on the total

amount of emissions anticipated to be reduced by achieving the 15 percent TDM goal, adjusted for the actual percentage of aggregate daily one-way vehicle trip reduction achieved in the most recently monitored year.

After paying this additional offset fee, the project sponsors shall continue to monitor, report and adjust their TDM Plan in accordance to this Mitigation Measure M-AQ-1f, to ensure that the shortfall from the reduction goal does not increase significantly over time for the duration of the term defined herein. At the end of that term, the project sponsors' monitoring, reporting, and adjusting obligations of MM-AQ-1f shall terminate, but the project sponsors shall continue to implement the final TDM Plan for the life of the project. The final TDM Plan shall be either a) the TDM Plan that met the reduction goal for eight consecutive monitoring periods; or b) if the project sponsors have paid an additional offset fee, the TDM plan that achieved the highest reduction goal for any reporting period.

3.3 Overall Effectiveness

The project transportation network and TDM plan could reduce daily vehicle trips to and from the Build Property by 20 percent compared to the trip numbers forecasted in the DEIR. The DEIR trip forecasts were developed using trip generation rates contained within the San Francisco Guidelines and mode splits developed for the Candlestick Point Hunters Point Shipyard (CPHPS) EIR. As is the case for other elements of the project description that may affect travel patterns, such as parking supply and the Class I bicycle facility, several of the TDM strategies listed below are not explicitly accounted for in the project mode split rates. However, these elements are accounted for to the extent that the buildings and areas that constitute the generalized data set for mode split include them. Therefore, it is reasonable to expect additional reductions beyond those estimated for the TDM plan due to the presence of the comprehensive bicycle facility, extensive pedestrian network, and traffic-calmed street network.

Table 2 summarizes both the individual and aggregate effects of the TDM measures on daily vehicle trips to and from the project site. Estimates are mostly taken from *Quantifying Greenhouse Gas Mitigation Measures*, a report for the California Air Pollution Control Officer's Association produced in 2010 ("CAPCOA") and are supplemented with data from other recent studies. Effectiveness in terms of percent reduction in daily trips is presented as a single percentage; however, the precise reduction will be dependent on factors that are not fully known at this time, such as degree of program implementation, demographics of future residents, parking prices and availability relative to the surrounding neighborhood, and TDM programs implemented by individual office or retail tenants. In some instances, the reduction accounts for local dampening of the CAPCOA standard based on the more urban land use context of the project site (so as not to double-count reductions already somewhat accounted for in the DEIR trip forecasts) compared to the context contained within the CAPCOA data. The estimation of reductions for each strategy includes separate application of different CAPCOA reduction rates to commute and non-commute trips. The aggregate reduction includes category caps that recognize the diminishing effectiveness of multiple different strategies in the same category.

The aggregate range of effectiveness for strategies contained within the TDM plan (with category capping considered) is 6 percent to 22 percent. Part of this spread is explained by the varying effect of the TDM strategies on different land use contexts, and the upper end of the range contains maximum possible reductions for elements such as a robust pedestrian network and parking unbundling, which are to a certain extent accounted for in the project trip rates. Considering the local land use context and the extent to which measures are likely accounted for in trip rates, the TDM plan is estimated to reduce daily vehicle trips by 10 percent. Further reduction should be expected for project components not included in the TDM plan but whose reduction is quantifiable, such as comprehensive bicycle improvements, paid parking, and pre-tax transit benefits (provided in compliance with the Commuter Benefits Ordinance). The combination of the

TDM plan with these specific project components is estimated to reduce daily vehicle trips by 13 percent. Further reduction should be expected for the subset of strategies for which no reliable data on reductions was available from CAPCOA or other sources. Additional potential reductions may arise from TDM programs and subsidies provided by individual office and retail tenants. As mentioned previously, further reductions should also be expected for design elements such as the traffic-calmed street network.

If the project's TDM measures are not trending to meet the goal of reducing estimated aggregate daily one-way vehicle trips by at least 20 percent during the checkpoints, compared to the forecasts in the project's DEIR, the project sponsor, in consultation with SFMTA and Planning Department, would explore other TDM options or adjust the project's designs, as the project continues to be built out. These options would be determined based on how site users' travel patterns are evolving, as identified by user surveys and would be developed in consultation with SFMTA and Planning Department.

Table 2: Summary of TDM Strategies and Estimated Effectiveness

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
Strategies Contained Within TDM Plan						
3.4.1	Bicycle Parking	Provide ample, secure, and convenient bicycle parking for all uses	TRT-6		Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)
3.4.2	Bicycle Repair Stations	Provide public stations for repair and maintenance of bicycles	TRT-6	0.6%	Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)
3.4.3	Showers and Clothes Lockers	Provide facilities for employees to shower and store personal belongings if they bicycle or walk to work	TRT-6		Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)
3.4.6	Bicycle Maintenance	Vouchers would be provided to residents and employees for bicycle repairs by a mechanic or bike shop	TRT-6		Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
3.4.4	Improve Walking Conditions	Maintain safe, accessible, and welcoming pedestrian facilities	SDT-1	1.0%	May provide additional traffic calming benefits that encourage use of active transportation.	Reduction assumes that pedestrian networks are prevalent within site as well as connecting off-site
3.4.5	Bike Share Stations and Membership	Space will be dedicated for bike share stations, and residents will be provided with memberships once active	TRT-12	1.3%	Visibility of bike share stations may help advertise potential of bicycling as a mode of transport	Data estimated from Capitol Bikeshare reports on vehicle ownership changes due to bikeshare
3.4.7	Fleet of Bicycles	Until bike share stations are available, free bicycles will be available for lending to residents and employees.	TRT-12		Fleet would include cargo bicycles to facilitate family travel or trips where the rider needs to carry packages or bags.	Becomes redundant once docked bicycle sharing is available.
3.4.8	Carshare Parking	Provide carshare parking	TRT-9	1.0%	The presence of carshare allows for households to live without owning an automobile, which reduces their total vehicle trips	

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
3.4.9	Delivery Supportive Amenities	Features that support delivery of goods and services, including lockers, temporary storage, etc.	N/A	no data	While this measure largely provides an amenity for residents, its presence may assist zero-car households; this mechanism is similar to that for carshare.	
3.4.10	Family TDM Amenities	Includes on-site storage for personal car seats and utility carts for households that may not own a car	N/A	no data	While this measure largely provides an amenity for residents, its presence may assist zero-car households; this mechanism is similar to that for carshare.	
3.4.11	On-Site Childcare	On-site childcare that reduces the distance that families travel to access childcare.	LUT-3	N/A	Studies show no demonstrable effect; however, research shows around 10 percent of trip chaining during commutes is due to escorting children to/from childcare (Davidson, 1991). Around half of commute trips are chained, and around 30 percent of trips to/from the project site are commute related, leading to a potential reduction of up to 1.5%	
3.4.12	Multi-modal Wayfinding	Signage that directs residents, employees, and visitors to a variety of transportation services and infrastructure.	TST-2	no data	Helps create an environment that supports and encourages use of active transportation and transit.	

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
3.4.13	Real-time Transportation Displays	Displays and electronic signs showing departures and arrivals of transit service.	TST-2	no data	Helps create an environment that supports and encourages use of transit.	
3.4.14	Tailored Transportation Marketing Services	Ongoing promotion and marketing of sustainable transportation modes	TRT-8	2.5%	Helps create an environment that supports and encourages use of active transportation and transit.	Range of reduction is 1 - 4 percent. Midpoint selected due to measures applying primarily to commute trips, but having some general applicability to all trips.
3.4.15	On-Site Affordable Housing	Inclusion of 25% affordable housing	LUT-6	1.0%	Lower-income households tend to make fewer vehicle trips, and have lower rates of vehicle ownership.	
3.4.16	Unbundled Parking	Require office tenants and residents to pay for parking spaces separately from lease or ownership costs	PDT-2	3.0%	Encourages households to forego owning a car that requires storage, and encourages office tenants to charge employees for parking or offer parking cash-out.	Range of reduction is 2.6 to 13%. Reduction assumes that effectiveness is dampened due to common practice of charging for parking in San Francisco
Subtotal (including category capping)				**10.0%[1]**		
Quantifiable Additional Reductions						
N/A	Comprehensive Bicycle Improvements	Anticipated cumulative effect of multiple bicycle-friendly design options	SDT-2, SDT-4	1.0%	Comprehensive bicycle promotion and facilitation may have a traffic calming effect, which CAPCOA estimates can provide up to a 1% reduction in trips.	Assumes that strength of bicycle network creates benefits similar to the CAPCOA Traffic Calming strategy

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
N/A	Paid Parking	Increased price to park on-site for both employees and visitors	PDT-3	2.8%	Assumes increases in price to park on-site for both employees and visitors, as well as residents, in addition to unbundling parking from lease price.	Per CAPCOA, assumes that prices increase by 25 percent over those at similar sites
N/A	Pre-Tax Transit Benefits	Employer tenants offering pre-tax transit benefits to employees	TRT-4	0.2%	Some employer tenants will choose to provide transit benefits or pre-tax transit withholding under San Francisco Commuter Benefits Ordinance.	Assumes equivalent to a 25% subsidy of transit costs for participating employees. Assumes 10% of trips would be eligible.
Total with Quantifiable Additional Reductions (including category capping)				**13.5%**[1]		

1. The TDM Plan includes elements for which no data is available to quantify specific reductions in vehicular travel demand, including 3.4.9 (Delivery Supportive Amenities), 3.4.10 (Family TDM Amenities, 3.4.11 (On-site childcare), 3.4.12 (Multi-modal wayfinding), and 3.4.13 (Real-time Transportation Displays). The combined effects of these elements plus elements for which quantifiable data is available will likely lead to further reductions than the totals summarized in this table, bringing the project's total trip generation closer to the goal of a 20 percent reduction.

Source: Fehr & Peers, 2018; CAPCOA, 2010

3.4 Detailed Review of Each Strategy

The following sections examine each of the 16 TDM strategies proposed as part of the India Basin development. All monitoring and reporting indicated below are for the purposes of complying with City requirements unless otherwise noted.

3.4.1 Bicycle Parking

Description:

- Includes secure bicycle parking, both indoors (Class I) and outdoors (Class II). Class I spaces would be protected from the elements and can either be provided in the form of enclosed lockers or a secure room. A room can accommodate a greater density of bicycles, but requires a large amount of consolidated space. Lockers take up more room overall, but can be stacked vertically and are more flexible in their space requirement. In addition to the indoor spaces provided for residents and employees, open-air Class II parking spaces would be provided for the public and site visitors. An appropriate portion of both Class I and Class II bike parking facilities would be for larger bikes. The project would provide enough bicycle parking to meet San Francisco Planning Code Requirements, and would provide at a minimum 1,477 Class I and 98 Class II bicycle parking spaces, for a total of 1,575 bicycle parking spaces. The project's approximate bicycle parking ratios are presented in **Table 5** on page 55. The bicycle parking ratios will be upheld by phase and to the extent possible, be spread across buildings appropriately based on their size, noting that buildings with fewer than six residential units may not each contain Class I bicycle parking due to space limitations.

Phasing:

- Prior to submittal of project construction permit applications, verify that the appropriate buildings have been designed with required bicycle parking.
- Bicycle parking would be installed in each building as it is constructed and would be available for use upon receipt of Certificate of Occupancy for each building.

Siting:

- Class I bicycle parking would be provided in each building, except those with fewer than six residential units, approximately at the ratios presented in **Table 5**, near the natural pedestrian entrance, with ground floor access or ramp access; bicyclists would not need to ride an elevator or climb stairs to store their bicycle. Doorways between the street and parking area would be automated to the extent possible.

- Short-term public bicycle parking (Class II) would be located within 150 feet of building entrances in amounts adequate for visitors to each building, as well as in the furnishing zone along the New Hudson Avenue cycle track and Arelious Walker Drive. The furnishing zone (shown among conceptual streetscape zones to the right) along these streets is particularly appropriate for bicycle parking because of the major bicycle facility along New Hudson Avenue and because of the proximity of the Public Market and other retail destinations along Arelious Walker Drive. People on bicycles would be able to safely exit the New Hudson Avenue bicycle facility and cross that street to access all building entrances south of it via pedestrian crosswalks located at each intersection along the bicycle facility.

Target Audience:

- All site users.

3.4.2 Bicycle Repair Stations

Description:

- Bicycle repair stations typically include the basic tools required to fix a flat tire, adjust the chain and gears, and tighten brakes. Available tools would include, at a minimum, a bicycle pump, wrenches, a chain tool, lubricants, tire levers, hex keys/Allen wrenches, Torx keys, screwdrivers, and spoke wrenches. A typical bicycle repair station is shown at right (source: Institute for Transportation Research and Education).

Phasing:

- Bicycle repair stations would be installed commensurate with the bicycle infrastructure being constructed at each phase at that location. No fewer than three repair stations would be constructed.

Siting:

- Repair tools would be provided within every Class I bicycle storage room on-site with capacity of at least 20 bicycles.
- Public bicycle repair stations would be located along the most heavily used bicycle routes. Specifically, the project would include two outdoor repair stations, one on New Hudson Avenue and one along the Bay Trail.

Target Audience:

- All site users.

3.4.3 Showers and Clothes Lockers

Description:

- Showers and clothes lockers enable employees who bicycle to the project site to freshen up upon arrival, thereby making bicycle commuting more feasible and attractive.
- The exact site uses by building are still be determined, however, showers and clothes lockers would be provided according to the schedule of requirements listed in San Francisco Planning Code section 155.4(c). As such, more precise shower locations would be prescribed prior to the construction of each phase.

Phasing:

- Prior to phase construction, verify that the appropriate buildings have been designed with showers and lockers.

Siting:

- Showers and lockers would be located as close to Class I bike parking as possible. Showers and lockers would be located in well-lit locations selected to improve personal safety at all hours.

Target Audience:

- Employees (part-time and full-time).

3.4.4 Improve Walking Conditions

Description:

- The property owner would complete streetscape improvements so that the public right-of-way is safe, accessible, convenient and attractive to persons walking. The India Basin Design Standards and Guidelines (DSG) document specifies that streetscapes will be consistent with the Better Streets Plan.

Phasing:

- Prior to project construction, verify that streetscape design includes safe and accessible rights-of-way.

Siting:

- Throughout project site, with a specific focus on access to building entrances and adjacent transportation infrastructure.

Target Audience:

- All site users.

3.4.5 Bike Share Stations and Membership

Description:

- Bike share is a service in which bicycle are made available for shared use to individuals on a short term basis for a price that varies based on how long the bike is checked out.
- Ford GoBike, operated by Motivate, is the Bay Area's current dock-based bike share system, and like most systems, it allows users to borrow bikes at one location and return them to a different location. Current annual memberships allow users to check out a bike for 45 minutes at a time at no additional cost. Beyond 45 minutes, each additional 15 minutes currently costs $3. In the event that a bike share station is approved for construction within the project site and once dates of installation are provided by the City, property managers would proactively offer to fully subsidize annual bike share memberships for residents (one per dwelling unit per year) and employees (both part-time and full-time).

Phasing:

- At this time, there are no stations installed or planned for the India Basin neighborhood. In the event that Motivate and the City decide to expand the system to the project site, Property Management would coordinate with SFMTA to reallocate curb space to accommodate 1-2 bike share stations on the project site.
- Subsidies for bike share memberships would be offered once dates of installation are provided by the City for bike share stations within the project site.

Siting:

- Bike share stations are typically located next to transit stations, major attractions, large employment centers, and residential centers. Stations can be on a sidewalk or at the curb and the project sponsor would work with SFMTA to reallocate curb space. Property Management would cooperate with Motivate, or any other bike share operator, to assist in the siting of one or two bike share locations along New Hudson Avenue at the time Ford GoBike decides to site a bike share station within the project site.

Target Audience:

- Property management would proactively offer to provide memberships for all employees (part-time and full-time) and residents (one membership per dwelling unit per year) at the project site. On-site stations would be available for use by anyone with a membership.
- Annual membership would be offered on an ongoing basis.

3.4.6 Bicycle Maintenance

Description:

- Bicycle maintenance services would be provided to residents and employees through vouchers for nearby bicycle shops or through an on-call bicycle mechanic. The property owner would pay for maintenance minimally equivalent to the cost of one annual bicycle tune-up. The cost of a basic tune-up would be estimated in consultation with local bicycle repair shops.

Phasing:

- The bicycle maintenance program would be ongoing, and first implemented upon building occupancy, contingent upon the presence of local bicycle shops that would accept the vouchers.

Siting:

- Tune-ups would take place at a nearby bicycle shop, or would be performed by an on-call bicycle mechanic.

Target Audience:

- Employees (part-time and full-time) and residents.

3.4.7 Fleet of Bicycles

Description:

- To enable project residents and employees to make short-haul trips by bicycle instead of by car, the property manager would provide a fleet of bicycles for use by residents, employees, and visitors. A maximum of 30 bicycles would be provided, which is an amount similar to the number of docks at two bike share stations. The property owner would provide helmets, locks, lights, baskets, and other amenities to facilitate convenient use of the fleet of bicycles. The fleet would include at least two cargo bikes that can accommodate family travel. When Ford GoBike or another major bike share system reaches the project site, the property manager could phase out this fleet of property-provided bicycles in favor of subsidized bike share membership.

Phasing:

- Bicycles would be purchased prior to building occupation.

Siting:

- Secure bicycle parking would be provided for the fleet of bicycles within an easily accessible bicycle room or a bicycle cage. Ideally, the fleet of bicycles would be located near showers and clothes lockers.
- Secure bicycle parking for the fleet of bicycles would be in addition to the bicycle parking described in Section 3.4.1. The project would provide more bicycle parking than required by the San Francisco Planning Code at the outset of the project, with the intention that the excess spaces would be used for the fleet of bicycles; later, as bike share reaches the vicinity of India Basin, the fleet of bicycles would be phased out and the excess bicycle parking would be used to satisfy the bicycle parking requirement for future phases of development.

Target Audience:

- Employees (part-time and full-time) and residents.

3.4.8 Carshare Parking

Description:

- Vehicles would be made available by reservation on an hourly basis, or in smaller intervals. To meet the number of carshare spaces recommended by the Planning Code, the project would designate approximately 17 parking spaces for carshare use, provided by a certified carshare organization. This number was derived using the ratios indicated in Table 166 of the Planning Code, which recommend 2 spaces for the first 200 dwelling units plus 1 space for every 200 dwelling units over 200, and 1 space for every 50 parking spaces provided for non-residential uses, as indicated in **Table 3**. Carshare signage would include wayfinding information from public access points. If the carshare spaces are not utilized (i.e. carshare companies decline to station vehicles there, or project residents or employees do not make use of carsharing), the designated spaces could be permanently repurposed for private vehicle parking or other uses.
- Scooter share, a relatively new paradigm in which electric-assist scooters are available for point-to-point trips, would not necessarily be provided at the project site. However, parking garages at the project site would include electric charging infrastructure suitable for use with scooter share vehicles, such that it would be feasible to accommodate shared scooters.

Phasing:

- Carshare parking would be provided with construction of parking garages, at the ratios indicated in **Table 3**. Carshare parking ratios will be upheld by phase, and services would be in place prior to occupation of adjacent buildings.

Siting:

- In each subsurface garage, close to the pedestrian access point to the garage. Garages containing carshare parking spaces will be publicly accessible, (i.e. for carshare members who are not residents or employees at the project site).

Target Audience:

- Employees (part-time and full-time) and residents. The vehicles would typically also be made available to users who do not live or work on the project site.

Table 3: Proposed Carshare Parking Ratios

		Number of Required Carshare Parking Spaces
Number of Residential Units	0-49	0
	50-200	1
	200 or more	2, plus 1:200 each additional 200
Number of Parking Spaces Provided for Non-Residential Uses or in a Non-Accessory Parking Facility	0-24	0
	25-49	1
	50 or more	1, plus 1:50 each additional 50

3.4.9 Delivery Supportive Amenities

Description:

- Delivery supportive amenities make it easier for project residents/employees to obtain goods or services by delivery, rather than by making vehicle trips. These amenities include features that permit deliveries in a manner and at a time convenient for both delivery companies and the recipients of deliveries, such as clothes lockers for delivery services, temporary storage areas for packages and other deliveries, and/or temporary refrigeration for grocery deliveries. These amenities would be provided in each building.

Phasing:

- Prior to project construction, verify that the appropriate buildings have been designed with delivery supportive amenities.

Siting:

- Delivery supportive amenities are most appropriate for medium- to large-scale residential and office buildings. These amenities would generally be located near the main entrance to each building, on the ground floor.
- Specific building plans are still being developed for the India Basin site; therefore, it is not yet feasible to identify which specific buildings will be appropriate for delivery supportive amenities. As a general rule, buildings with at least twenty residential units or at least 20 ksf of non-residential use would be suitable for delivery supportive amenities.

Target Audience:

- Office employees (part-time and full-time) and residents.

3.4.10 Family TDM Amenities

Description:

- Family TDM amenities reduce vehicle trips by making it easier for families to meet their needs using carshare, which makes it easier for families to forgo private vehicle ownership. Family TDM provisions address challenges that families or households face in making trips without a private vehicle. Amenities would include on-site secure storage for personal car seats, strollers, athletic gear, and shared collapsible shopping or utility carts. Storage would be located near off-street carshare parking spaces and could be unlocked using carshare membership cards (e.g. Zipcar's "zipcard").
- For buildings with at least 40 dwelling units, one secure storage location and one secure cargo bicycle parking space will be provided per every 20 dwelling units. In addition, for these buildings, collapsible shopping or utility carts will be provided at a rate of one per every 10 dwelling units.

Recommendation for Phasing:

- Family TDM amenities would be purchased and implemented prior to occupation.

Recommendation for Siting:

- These amenities would generally be located in close proximity to carshare parking spaces and/or near building entrances.

Target Audience:

- Residents.

3.4.11 On-site Childcare

Description:

- On-site childcare facilities reduce commuting distances between households, places of employment, and childcare. At least one on-site childcare facility would be provided within the project.

Phasing:

- The childcare facility is planned to be constructed as part of the Cove section of the site (phases are shown on Figure 2).

Siting:

- The project sponsor intends to construct the childcare facility in the Cove phase.

Target Audience:

- All site users, as well as families in neighboring areas. Childcare spaces would be reserved for employees (part-time and full-time) and residents at the project site, and secondarily for people residing within approximately one mile of the project site.

3.4.12 Multi-modal Wayfinding Signage

Description:

- Wayfinding signage directs residents, employees, and visitors to transportation services and infrastructure, including transit, bike share, carshare parking, bicycle parking and amenities, the Bay Trail, etc. Signage would be located both indoors and outdoors, and outdoor signage would be constructed to withstand weather elements. The property owner would provide signage to guide people walking to nearby destinations and transportation facilities. The property owner would coordinate with SFMTA and other local and regional agencies during implementation. A conceptual wayfinding sign, directing bicyclists and pedestrians to nearby destinations, is shown at right (source: Build). Bicycle wayfinding signage would be installed and maintained by SFMTA; pedestrian wayfinding signage would be installed and maintained by the project sponsor.

Phasing:

- Wayfinding signage would be installed prior to occupation.

Siting:

- Indoor signage would be located near the main entrance to each building and would direct building users to the on-site transportation resources, such as carshare parking and the fleet of bicycles in the secure bicycle parking area. Exterior signage would provide clear direction from building entrances to destination transportation facilities such as transit stops and bicycle facilities.

Target Audience:

- All site users.

3.4.13 Real-time Transportation Information Displays

Description:

- Real-time transportation information displays, including large television screens or computer monitors (such as the devices produced by TransitScreen), communicate sustainable transportation options and support informed trip-making. The property manager would install displays in strategic locations to be determined, such as lobbies in buildings with a high number of employees or residents.

Phasing:

- Information displays would be implemented prior to occupation.

Siting:

- Information displays would be located in prominent locations at pedestrian exits and lobbies in buildings with more than 100 dwelling units, or more than 200 employees.

Target Audience:

- All site users.

3.4.14 Tailored Transportation Marketing Services

Description:

- The project would deliver ongoing promotions to encourage use of sustainable transportation modes, and welcome packets for new residents and employees, as follows:
    - (1) Promotions. The TDM coordinator shall develop and deploy promotions to encourage use of sustainable transportation modes. This includes targeted messaging and communications campaigns, incentives and contests, and other creative strategies. These campaigns may target existing and/or new residents/employees/tenants.
    - (2) Welcome Packets. New residents and employees shall be provided with tailored marketing information about sustainable transportation options associated with accessing the project site (e.g., specific transit routes and schedules; bicycle routes; carpooling programs, etc.) as part of a welcome packet. For employees, the packet should reflect options for major commute origins. New residents and employees shall also be offered the opportunity for a one-on-one consultation about their transportation options.

- Marketing services would be provided by the TDM coordinator, if that employee has the capacity to do so. Alternatively, the project sponsor could retain a professional service (such as GreenTRIP) to deliver tailored transportation marketing services.

Phasing:

- Tailored transportation programs would be implemented on an ongoing basis, interfacing with residents and employees both during move-in and onboarding, as well as during their tenure living or working on-site.

Siting:

- N/A

Target Audience:

- Employees (part-time and full-time) and residents.

3.4.15 On-Site Affordable Housing

Description:

- Affordable housing generates fewer peak hour vehicle trips and lower parking demand than market-rate housing units. Approximately 25 percent of the dwelling units on-site (394 units) are designated as affordable at an average AMI of less than 110%.

Phasing:

- On-site affordable housing will be phased in accordance with the project's Development Agreement, more specifically the Phasing Plan Exhibit.

Siting:

- The location of affordable dwelling units has not yet been determined.

Target Audience:

- Residents.

3.4.16 Unbundle Parking

Description:

- The cost of parking would be unbundled, or separate from the cost of rent, lease, or ownership of residential units and non-residential uses at the project. Complying with San Francisco Planning Code, residential parking would not be sold or rented with residential units in either for-sale or rental buildings. Residents or workers who wish to have a car onsite would have to pay separately for use of a parking space. Residential and non-residential parking spaces would be leased at market rate. Residential parking would be leased on a monthly basis. Non-residential parking rates shall maintain a rate or fee structure such that:
    - Base hourly and daily parking rates are established and offered.
    - Base daily rates shall not reflect a discount compared to base hourly parking rates; calculation of base daily rates shall assume a ten-hour day.
    - Weekly, monthly, or similar-time specific periods shall not reflect a discount compared to base daily parking rates, and rate shall assume a five-day week.
    - Daily or hourly rates may be raised above base rate level to address increased demand, for instance during special events.

Phasing:

- Unbundled parking policies would be implemented as residents and tenants purchase or lease property within the project.
- Prior to construction of later phases of the project, the project sponsor will review with the City the utilization of parking spaces from earlier phases using data collected as part of ongoing monitoring and reporting, to inform whether parking ratios for later phases could be lowered. Other information to factor into this decision would include available public transit options, performance of the TDM program, and other transportation innovation trends.

Siting:

- N/A

Target Audience:

- Residents and employees (part-time and full-time).

Chapter 4. Parking and Loading Plan

This chapter describes the supply, location, and purpose of on-street parking and loading spaces at India Basin. While the EIR project description and the Design Standards and Guidelines (DSG) document provide siting information for these spaces; this plan provides additional definition. Bicycle parking is also briefly discussed in Section 4.4 below.

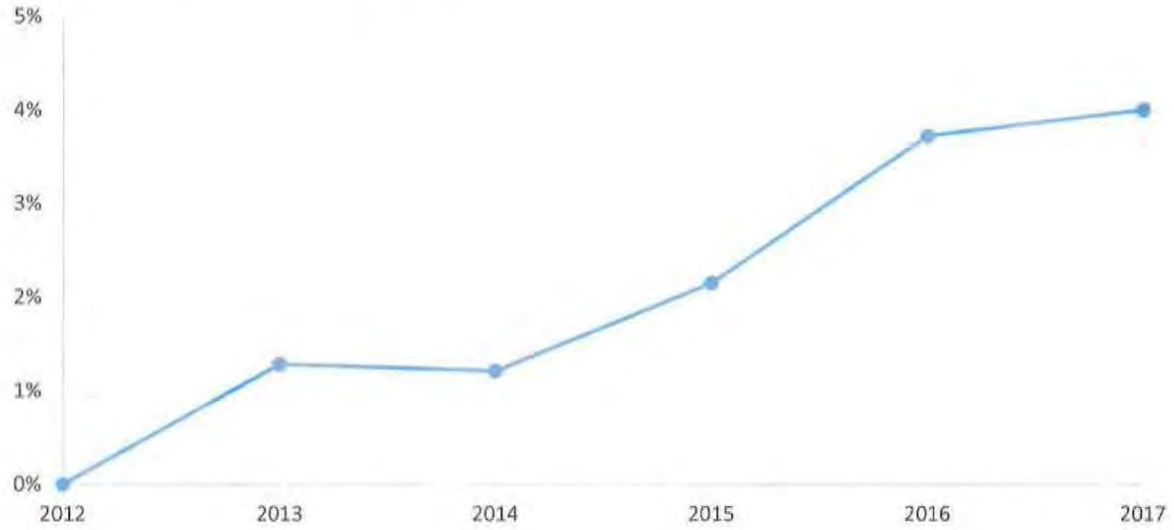
The discussions presented in this chapter are intended to supplement the loading discussions and improvement/mitigation measures included in the EIR, such as the Active Loading Management Plan (Improvement Measure I-TR-7). The relationships between supply and demand for loading and parking are discussed in TIS Sections 4.5 and 4.6, respectively, and are not further addressed here.

4.1 Relevant Trends

Three trends are particularly relevant to understanding loading needs for the India Basin project. First, ride hailing (also known as Transportation Network Companies) usage is rapidly increasing. Second, online shopping is capturing more of the shopping market, therefore, the amount of package delivery is expanding. Third, continued innovation in transportation-related technologies (such as smaller delivery vehicles, electric delivery bicycles, and vehicle automation) continues to streamline freight and package delivery activities.

San Francisco is the home of the TNC industry: both Uber and Lyft were founded and are headquartered in the city, and TNC ridership is high and appears to continue to be rising. As a travel mode, TNCs did not exist prior to 2009; nevertheless, by 2017 they represented a double-digit mode share at many travel survey sites throughout San Francisco. **Figure 7** shows the increase in TNC mode share over time, according to the SFMTA's Travel Decision Survey. As TNCs and other companies begin to deploy autonomous passenger vehicles, the possibility of driverless (and therefore inexpensive) taxi-like fleets becomes more realistic. This development could even further increase TNC ridership. Therefore, it is likely that passenger loading needs at India Basin and elsewhere will increase in future.

Figure 7: TNC Mode Share by Year

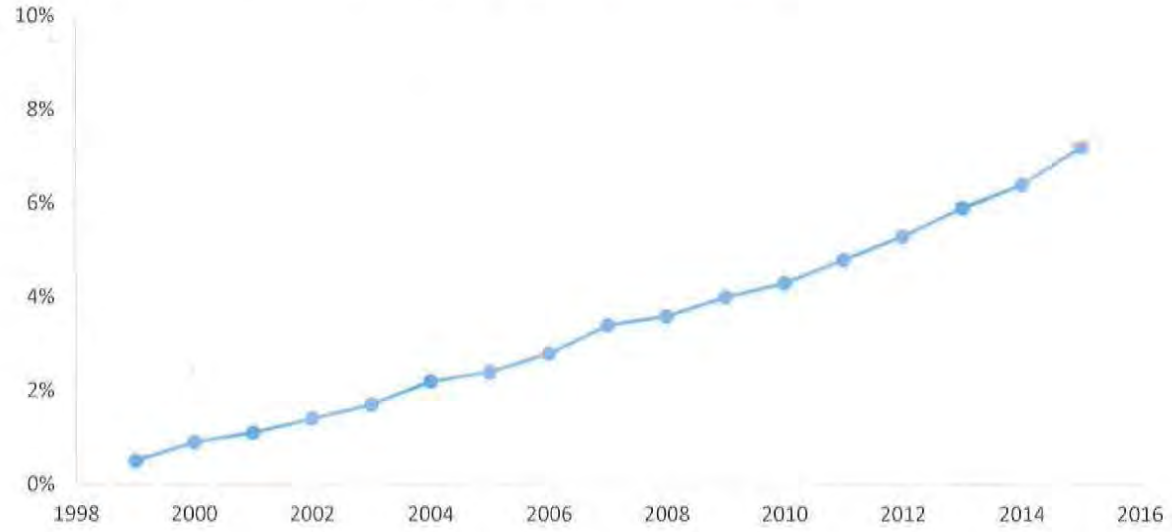


(Source: SFMTA Travel Decision Survey)

Package delivery is also on the rise. Notably, the United States Postal Service, which had been suffering as paper mail becomes less prevalent, has found new life acting as the last-mile deliverers of packages sent via FedEx and UPS. As shown in **Figure 8**, e-commerce represents a growing share of total retail trade, rising from 0.5 percent of retail sales in 1999 to 7.2 percent in 2015. Business Insider forecasts that national online retail sales will rise from approximately $385 billion in 2016 to $632 billion in 2020.[1] The continued growth in online retail has generated more delivery loading activity. Similar to TNC ridership, it is likely that e-commerce will continue to expand and therefore demand for package delivery loading space will increase in future.

[1] BI Intelligence (Business Insider), February 3, 2017. "Amazon accounts for 43% of US online retail sales." http://www.businessinsider.com/amazon-accounts-for-43-of-us-online-retail-sales-2017-2

Figure 8: E-commerce as a Percentage of Total Retail Trade



(Source: Census Bureau E-Stats)

At the same time, several approaches are emerging that promise to reduce freight loading space needs. First, retailers are experimenting with drone delivery, which could replace some package truck trips. However, it is not clear whether drone delivery can effectively scale to provide a significant alternative to truck delivery. Meanwhile, last-mile delivery by motorized or non-motorized bicycle could supplant some truck traffic and building features such as delivery-supportive amenities (as discussed in the TDM plan above) are becoming more common and have the potential to reduce dwell for package delivery vehicles.

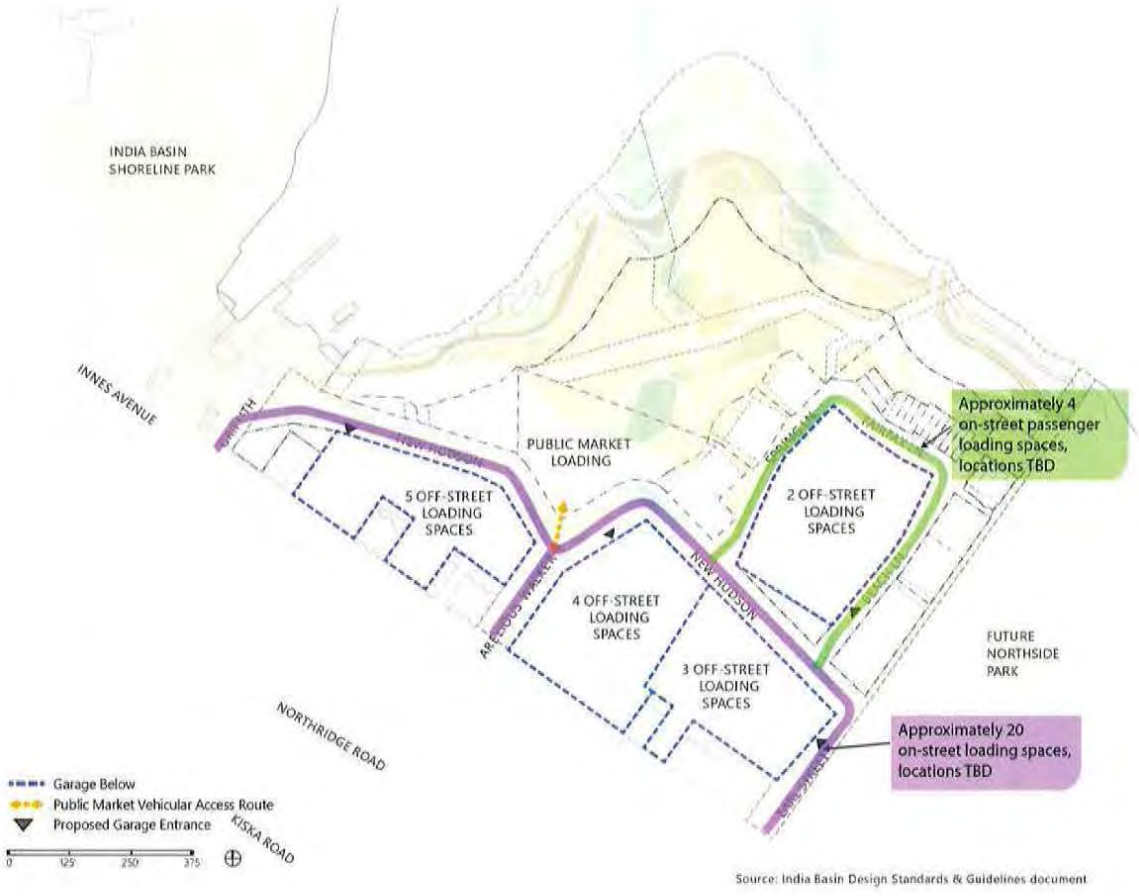
It is important to note that, in the face of these trends, cities are recognizing the value of a holistic approach to curb space management and many municipalities, including San Francisco, are developing or revising their loading guidelines accordingly. For example, the San Francisco Planning Department is currently revising its environmental analysis guidance for several transportation topics, including calculation of loading demand related to new development. While official guidance has not been finalized or released, initial analysis indicates that deliveries may require increased curb space, and that an approach by which passenger loading and limited freight/delivery loading could be accommodated in shared curb spaces may be particularly effective. In sum, these and other similar efforts could enable more delivery activity to take place within the same or a smaller amount of delivery loading space.

This plan accounts for changing forces by prioritizing on-street loading space within the project site and providing an amount of loading space that extends beyond what is typically provided. In the face of so

much change, the design of the project needs to accommodate flexibility so that it can adapt in response to the changing transportation landscape.

4.2 Overview of Parking and Loading Provision

In order to minimize street widths to encourage slow auto speeds and maximize the pedestrian realm, the project's parking plan minimizes on-street parking and instead focuses public parking within off-street garages. **Figure 9** shows proposed loading locations for the project, while **Figure 10** shows off-street parking facilities for the project.



Source: India Basin Design Standards & Guidelines document

Note:
The numbers indicated refer to the total count of loading spaces in each area. Spaces will be located throughout the areas, not solely at the specific locations indicated by the arrows.

Figure 9
Loading Plan

Note:
The number of parking spaces noted here represents the maximum number of spaces that would be provided. The Project Sponsor may ultimately choose to provide fewer parking spaces than noted here.

Figure 10
Proposed Project (Build Property) Parking Plan - Off-street

On-Street Loading

Excluding the curb along Innes Avenue adjacent to the project site, the project would provide on-street loading zones to accommodate approximately 24 vehicles within the project site.[2] Of the on-street stalls not designated as accessible, the remainder will be designated as a mix of white and yellow zones, i.e. used for passenger pick-up and drop-off or temporary commercial loading (e.g., mail package delivery), and would be 20-30 feet in length. With ample off-street parking provided nearby, utilizing limited curb space for parking would be less efficient than utilizing it for loading, because parking would serve fewer people per hour and would result in unnecessary circling by drivers looking for convenient on-street parking.

As shown in Figure 9 above, for the project, approximately 24 on-street loading spaces would be provided along New Hudson Avenue, Arelious Walker Drive, and Earl Street. These loading spaces would generally be clustered into groups of two or three spaces per location. Loading zone size, design, and location would be further developed and reviewed by the SFMTA before being finalized but it is anticipated that these clusters of loading zones would be centered on New Hudson Avenue in order to be centrally situated in the project site. This number includes four passenger loading zones along the loop of Beach Lane, Fairfax Lane, and Spring Lane. These zones would be situated at midblock locations in order to ensure that fire engines would be able to complete turning maneuvers through this loop.

Off-Street Parking

The project would provide a total of 1,800 off-street parking spaces, which are intended to be shared across different land uses. The project is providing fewer parking spaces than would be required by Planning Code were the project not in a Special Use District. The project's parking will be phased in with the construction of each associated building, as presented in **Figure 2**. Parking supply and approximate parking ratios by land use are presented in **Table 4**. This table also shows the typical Planning Code minimum requirements that would apply were the project subject to typical land use controls.

[2] The DSG indicates six on-street parking/loading spaces on Arelious Walker Street and seven on-street parking/loading spaces on Earl Street; the project TIS indicates that 20 parking/loading spaces would be available across these two locations.

Table 4. Parking Ratios by Land Use

Land Use		Maximum Proposed Parking		General Planning Code Minimum Parking Requirements[1]	
Type	Amount	Ratios (approx.)	Amount	Ratios	Amount
Residential *(dwelling units)*	1,575	1 dwelling unit : 1 parking space	1,575	1 dwelling unit : 1 parking space	1,575
Retail *(sf)*	87,191	700 sf Retail : 1 parking space	125	1 for each 500 sf up to 20 ksf; plus 1 for every 250 sf when in excess of 20 ksf	309
Office *(sf)*	121,915	1,200 sf Office : 1 parking space	100	500 sf Office : 1 parking space	245
Open Space *(acres)*	24.5	n/a	0		0
Total	-	-	*1,800*	-	*2,128*

Notes:

1. *Requirements that would apply were the project not in a Special Use District.*

The project's 1,800 off-street parking spaces include 1,575 private parking spaces and 225 public parking spaces. These parking spaces would be located in garage structures built into the other land uses on both the ground level and up to two stories below ground. Wayfinding signage would clearly direct arriving vehicles toward the several garage entrances throughout the site.

The cost of parking will be unbundled, or separate from the cost of rent, lease, or ownership of any land use at the project. Section 3.4.16 describes how the project's unbundled parking policies would comply with San Francisco Planning Code.

The project and the City will meet and confer soon after the buildout of certain pre-agreed checkpoints of the project, as described in Section 3.1. These conversations will explore potential changes to subsequent phases that should consider: transit services in place and/or imminent; performance of project's TDM strategies, opportunities to enhance the TDM program; trends in driving/parking; and other relevant factors. In light of these, the project and City will pursue the potential to provide less parking than entitlements allow, to the extent feasible.

Off-Street Loading

Within the Build property, the project would include 14 off-street loading spaces distributed across the four proposed off-street parking garages, in addition to the 24 on-street loading spaces. Each off-street space would be at least 35 feet long and 12 feet wide to meet the dimension requirements contained within the Planning Code.

4.3 Locations of Specific Parking and Loading Activities

This section presents where the following types of parking and loading activity would be expected and encouraged to occur within the project site:

- Delivery truck loading
- Automobile parking
- Passenger loading
- Microtransit

Ordinarily, this section would include detailed recommendations regarding the location and quantity of curb space that should be allocated to each parking and loading type at each building on the site. However, because detailed information about building sizes and access points was not available as of this writing, it was not possible to make recommendations specific to the buildings at the project site. Therefore, this section describes on a holistic basis where the above parking and loading activities would take place, and designates on-street accessible parking/loading areas planned for the project site.

Delivery Truck Loading

Package delivery would take place at any of the on-street commercial loading zones. The package delivery vehicle (a light truck) would remain within the street loading zone and the delivery employee would use a cart or hand truck to deliver packages to individual buildings. The maximum permitted dwell time at these on-street loading zones would be established at 30 minutes, the standard yellow curb/freight loading duration limit. Deliveries that require longer than 30 minutes would be made at off-street delivery sites. While the precise locations of these on-street loading zones have yet to be finalized, the project sponsor would make efforts to locate the zones close to building entrances, in order to encourage delivery trucks to use the zones.

Large trucks (which can be between 40 and 60 feet in length) would be accommodated in the project's 14 off-street loading facilities which would each be at least 35 feet long and 12 feet wide (see Figure 9, prior). These trucks are too large to perform loading operations on the street. These larger trucks would be directed to off-street loading facilities by a combination of signage which may include a color scheme to be developed. Additionally, a delivery management coordinator would direct trucks to the appropriate facilities.

Automobile Parking

A portion of the on-street curbside parking/loading area would be reserved (as blue-curb zones) for use by persons with disabilities; at least one blue-curb zone would be provided at each curbside parking/loading area that is at least 80 feet in length. However, as noted above, no on-street parking would be provided internal to the project site. Residents and employees of the proposed project would learn to seek off-street parking; visitors arriving at the site by car would similarly be directed toward the several off-street parking garages.

Passenger Loading

According to the DSG, the street cross-sections within the project site generally involve narrow travel lanes (as low as 10 feet wide adjacent to planted buffer zones or 11.5 feet wide adjacent to sidewalks) and very few dedicated loading or parking spaces adjacent to the travel lanes.[3] In the case of freight and package delivery loading, commercial operators can be expected to seek out officially permitted loading zones. However, drivers performing passenger loading activities will likely attempt to get as close to the desired origin or destination as possible, irrespective of whether a permitted loading zone is present.

Passenger loading along Beach Lane, Spring Lane, and Fairfax Lane would take place within the "shared/drop-off" space that the DSG envisions for those streets. Passenger loading along Arelious Walker Drive and Earl Street would use the on-street "flex-space" loading spaces on the west sides of those streets.

Passenger loading instances along Innes Avenue would likely take place informally near the curb. It is important to note that the provision of groups of flex-space loading spaces spread across the project site's several block faces would help reduce passenger loading activity along Innes Avenue. Options to manage passenger loading demand along Innes Avenue are limited, because stakeholders in the vicinity of the project site would likely oppose converting the on-street parking on Innes Avenue into passenger loading zones. Additionally, the City Family's ability to regulate where TNCs can pick up and drop off (such as geofencing an area where pick up and drop off are prohibited) is limited and would only be as powerful as the enforcement effort supporting such regulations.

Microtransit

Microtransit refers to privately operated transit service that generally covers a more limited service area, during limited times of day, with smaller vehicles and more flexible operations than traditional public transit. While no microtransit services currently operate in the vicinity of the project site, they may be present in

[3] These cross-sections can be found in the DSG.

the future. Microtransit vehicles, such as the 14-seat vans operated by Chariot, are small enough to be able to navigate streets internal to the project site and perform passenger loading and unloading along the site's interior streets. Microtransit operators may wish to route their services adjacent to the project site along Innes Avenue, rather than through the project site, due to the greater linearity (and thus shorter runtime) of such a routing. If microtransit vehicles enter the project site, they would be permitted to conduct loading and unloading only within designated loading zones: the dwell associated with multiple passengers boarding and alighting would excessively inconvenience other vehicles if the microtransit vehicle were stopped in the travel lane. Any microtransit operations within or near the project site would need to comply with all applicable regulations.

4.4 Bicycle Parking

In addition to vehicle parking, the project would provide sufficient bicycle parking to meet San Francisco Planning Code, in any case a minimum of 1,575 bicycle parking spaces. Approximate bicycle parking ratios by land use, as outlined in Planning Code Section 155.2, are presented in **Table 5**. The majority of this bicycle parking would be Class I (suitable for long-term storage; generally in a secure/indoor location) and would be located within the various buildings in the Build property. The remaining bicycle parking, around 100 spaces, would be Class II (outdoor/general purpose/short-term storage) and would be located throughout the project site. An appropriate portion of both Class I and Class II bike parking facilities will be for larger bikes to ensure adequate parking for cargo and larger bikes.

Table 5. Code Required Bicycle Parking Ratios by Land Use

Land Use Type	Approximate Bicycle Parking Supply Ratios Required by Code	
	Class I	Class II
Residential	1 : 1 du[1]	1 : 20 du
Retail	1 : 7.5 ksf	10 plus 1 : each additional 10 ksf
Office	1 : 5 ksf	2 for initial 5 ksf, plus 1 : each additional 50 ksf
Open Space	n/a	n/a

Notes:
1. One Class 1 space for every Dwelling Unit. For buildings containing more than 100 Dwelling Units, 100 Class 1 spaces plus one Class 1 space for every four Dwelling Units over 100.

Source: San Francisco Planning Code Section 155.2.

Class II bicycle parking would be located commensurate with requirements for each building and any spaces associated with a particular building would be located within 150 feet of main building entrances. As outlined in the DSG, at least some of the Class II bicycle parking would be located within street furnishing

zones. Some of the Class II bicycle parking would be concentrated along New Hudson Avenue adjacent to the open space. In addition, on-street Class II bicycle parking would be installed along select locations on the north side of Innes Avenue where setbacks to the buildings would result in adequate space to accommodate the bicycle parking. Finally, Class II bicycle parking would be provided adjacent to the Bay Trail as it traverses the Big Green open space area; the precise locations of Class II bicycle parking adjacent to the Bay Trail are not yet known. All bicycle parking would comply with SFMTA Rack Placement Guidelines. **Figure 5** on page 16 above shows the proposed bicycle network and proposed bicycle parking locations.

Chapter 5. Shuttle Plan

5.1 Background

As prescribed in the EIR, the project would fund increases in the 44 O'Shaughnessy bus route, or if for any reason SFMTA determines that providing increased transit frequency is not feasible at the time its implementation would be required, the project would provide a dedicated shuttle to nearby regional transit facilities should the project be built out before the transit service improvements that are part of the Candlestick Point Hunters Point Shipyard (CPHPS) Transportation Plan are in operation.

If required, the shuttle mitigation measure would be implemented during the first third of the project, prior to when the significant capacity impact is expected to occur. This chapter provides detail on the operations of this potential shuttle service.

5.2 Transit Conditions

This section contains an overview of current and future transit conditions.

5.2.1 Current Transit Conditions

Muni currently serves the site with three routes (one directly and two a moderate walk away), but access to Downtown San Francisco and regional destinations is challenging using the current transit network and this paucity of service presents substantial challenges to developing a successful project. Glen Park station is the most accessible rail station, which in itself requires a bus trip of around 30 minutes to access. The nearest Caltrain stations (22nd Street and Bayshore) are even less accessible, requiring a bus-to-bus or bus-to-light rail transfer to access. Travel to/from Downtown San Francisco might best be undertaken by a bus-to-light rail transfer onto the T-Third, a one-way trip that typically takes at least 45 minutes. A detailed description of current transit accessibility is provided below.

Immediate public transit access to the project site is provided by Muni bus service. The 19-Polk, 44-O'Shaughnessy, and 54-Felton Muni bus routes operate near the project site, as shown on **Figure 11**. The 19-Polk stops at the project site at Innes Avenue/Hunters Point Boulevard, Innes Avenue/Griffith Street, Innes Avenue/Arelious Walker Street, and Innes Avenue/Earl Street, and operates at 15 minute headways during peak hours. The 44-O'Shaughnessy stops at Middle Point Road and Innes Avenue, 0.2 miles from the project site (8-13 minute walk), and operates at 8–12 minute headways during peak hours. The 54-Felton stops at Northridge

Road and Harbor Road, 0.2 miles from the project site (5-10 minute walk with an 80 foot grade change), and operates at 20 minute headways during peak hours.

The T-Third is the closest Muni light rail line to the project, which provides access to downtown San Francisco, the Central Waterfront, and Mission Bay neighborhoods. The nearest T-Third stop at 3rd Street and Evans Avenue is 1.1 miles from the project site (20-30 minute walk), and operates at approximately 10 minute headways during peak hours.

The North Bay, East Bay, Peninsula and South Bay are accessible via connections from Muni to Golden Gate Transit (North Bay), AC Transit (East Bay), Bay Area Rapid Transit (BART), Caltrain (Peninsula and South Bay), and SamTrans (San Mateo County). The nearest regional transit stations, operated by BART and Caltrain, are located between 2.5 and 4 miles away from the project site, and are therefore not within walking distance.

The BART stations most easily accessible to the project site are the Glen Park Station (approximately 4 miles west of the project site) and the 24th Street Mission Station (approximately 3.5 miles northwest from the project site). The Glen Park Station can be accessed directly by a single Muni route, the 44 O'Shaughnessy. Access to the 24th Street Mission Station is onerous and in itself requires a transfer. It can be accessed by taking the 19 Polk Muni route and transferring at 25th Street and Connecticut Street to outbound Muni route 48 Quintara. Each station is served by around 32 trains per hour (total for both directions) in the peak periods.

The project site is roughly equidistant between the 22nd Street Caltrain station to the north and the Bayshore Station to the south; each are about 2.5 miles away. Access to each station is onerous and in itself requires a transfer. The 22nd Street Station can be accessed by taking the 19 Polk Muni route and transferring at 25th Street and Connecticut Street to inbound Muni route 48 Quintara. The 22nd Street Station is served by local, limited-stop, and "Baby Bullet" trains. In the weekday AM and PM peak periods, the station is served by around five trains per hour (total for both directions) by a mix of limited-stop trains and "Baby Bullet" trains. The Bayshore Station can be accessed by taking the 19 Polk Muni route and transferring at Third Street/Evans Avenue to the T-Third light rail line, which terminates a short walk from the Bayshore Station. The Bayshore Station is served by local and limited trains, but is not served by express "Baby Bullet" trains. Trains serve the Bayshore Station approximately twice per hour (total for both directions) during peak periods, and peak period trains are typically limited-stop trains. Therefore, the 22nd Street Station is likely a more desirable point of connection to Caltrain from the project site.

Figure 11

Existing Transit Network

5.2.2 Future Transit Conditions

The CPHPS Transportation Plan's expansive transit service programming will help the City achieve its long-term vision of connecting the new 21st Century neighborhood that contains CPHPS and India Basin, with the existing urban fabric of the adjacent Bayview neighborhood and the remainder of the City. The CPHPS Transportation Plan targets a near doubling of the current mode share of transit in the vicinity of Candlestick Point and Hunters Point Shipyard, where India Basin is located. To achieve this, the CPHPS Transportation Plan has identified, in partnership with SFMTA, new and improved transit services in this area. The following transit strategies are included in the CPHPS Transportation Plan (also shown in **Figure 12**):

- New direct one-seat transit service is proposed to serve the high employment concentration of Downtown San Francisco through the Hunters Point Express (HPX), which will stop at Innes Avenue/Arelious Walker Street and ultimately have 6 minute frequency. This route will express between the project site and Downtown San Francisco and therefore provide a rapid connection for passengers.
- Existing Muni lines 44 O'Shaughnessy and 48 Quintara would be extended along Innes Avenue to Hunters Point Shipyard via India Basin to replace the 19 Polk which would be rerouted away from the project site. Service frequencies on these lines would be increased throughout the day, evening, and weekends to accommodate greater demand, with route 44 frequency ultimately increasing to 6.5 minutes at peak (currently 10 minutes), and route 48 frequency ultimately increasing to 10 minutes at peak (currently 10 minutes in the AM and 14 in the PM).

These proposals would result in a dramatic improvement of transit service along Innes Avenue from the current four buses per hour per direction (the existing frequency of route 19) to 25 buses per hour per direction (the combined proposed frequency of HPX, 44, and 48), and would greatly expand the areas of the City accessible with a one-seat bus ride.

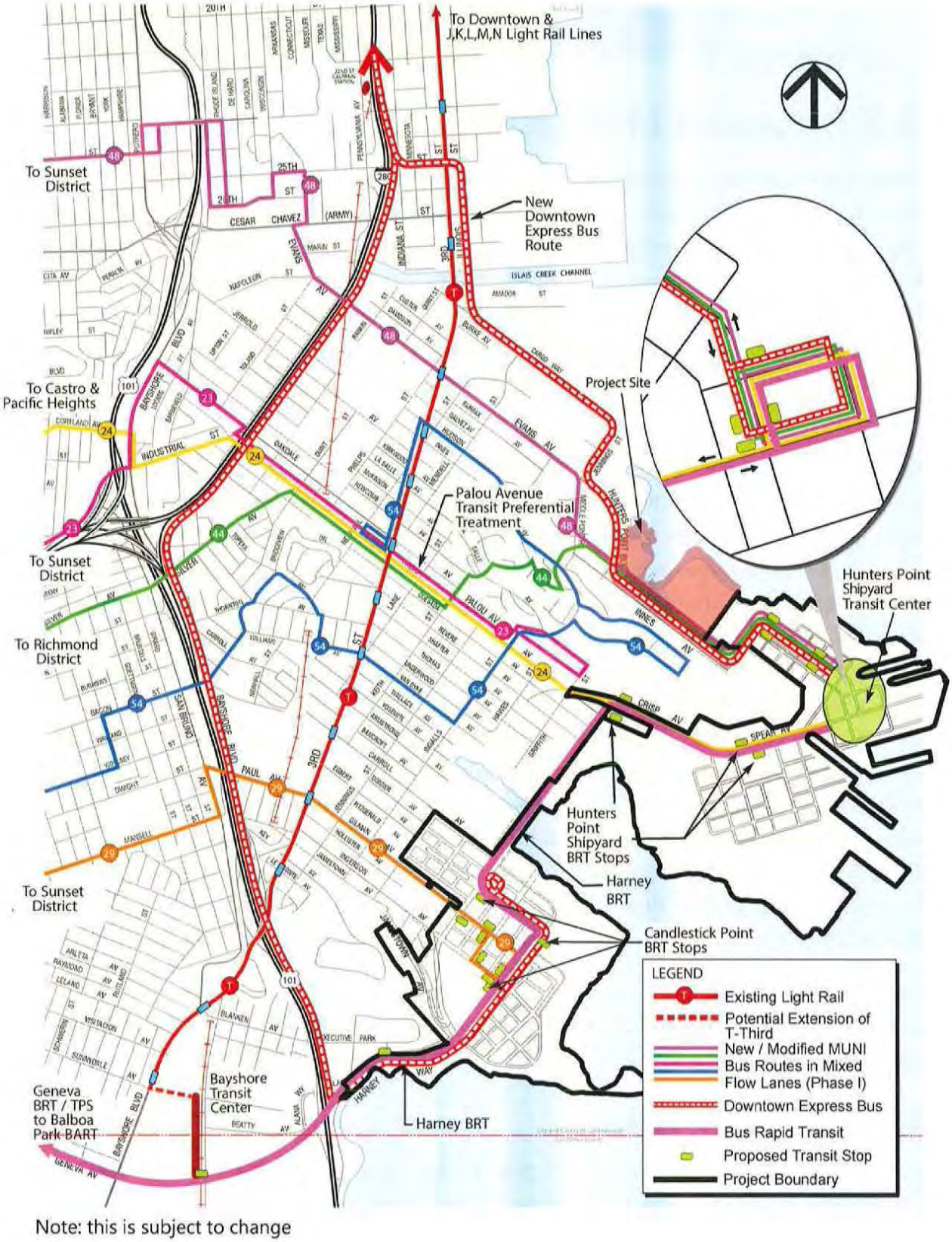


Figure 12

Proposed Future Transit Network

5.3 Proposed Shuttle Route

As described in the Background section, the project would need to provide shuttle service on an interim basis to bridge gaps in transit capacity in the event that: (1) project buildout occurs prior to the implementation of the appropriate suite of transit improvements contained within the Candlestick Point Hunters Point Shipyard Transportation Plan (CPHPS TP); and (2) the SFMTA decides not to otherwise increase transit frequency on the 44 O'Shaughnessy. The proposed interim shuttle route would supplement existing, nearby transit service by providing direct connections to local and regional rail service, such as the T-Third Muni Light Rail, BART, and Caltrain. The proposed service would be free to users and open to the public.

Recognizing the project will be constructed in phases with gradually increasing occupancy, the shuttle route is proposed to be rolled out in two phases. Phase 1 is the initial route, which would connect the project site with T-Third, Caltrain, and BART. All pick-ups are served by this single route to ensure the highest possible service frequency for a given expenditure, and therefore lower average wait times. Breaking the route into two (one for Caltrain and one for BART) would require roughly twice as many vehicles to meet the same headways, decreasing the cost-effectiveness of the route. As designed, the stop for the T-Third is on the quickest route for Caltrain and BART riders, presenting zero deviation. The quickest route between the India Basin project and the Glen Park BART station (whose selection is explained in more detail below in Section 5.3.1) is via the I-280 ramps at Cesar Chavez Street; therefore the stop at the 22nd Street Caltrain station presents only a minor deviation for BART riders of around five minutes, not large enough to outweigh the increased wait time that would result if the route were broken into two (to serve Caltrain and BART separately). **Figure 13** presents the Phase 1 proposed shuttle route. Should shuttle occupancy reach a point where capacity is exceeded, which is expected during the second half of project buildout, the route would be broken into two separate Phase 2 routes: one to serve Caltrain directly and the other to serve BART directly. Both Phase 2 routes would also stop at T-Third. **Figure 14** presents the Phase 2 shuttle routes.

Alternatively, microtransit providers could contract to operate the service and be better-placed to adapt vehicle size and routing to fit demand, if desired. In this case, the project may be willing to partially subsidize microtransit service, such as that provided by Chariot, in lieu of providing a shuttle.

5.3.1 Route Selection

The routes were designed to serve the 22nd Street Caltrain station and the Glen Park BART station. 22nd Street Station is selected because it provides the highest level of service of the nearby Caltrain stations and Glen Park station is selected because it is the quickest BART station to reach from the project site. The lower travel time and travel time variability of Glen Park station compared with other BART stations was calculated

using an analysis of Google Maps traffic data metrics, as presented in **Appendix A**. The presence of existing passenger loading "white zones" adjacent to Glen Park BART station would also be favorable to SFMTA.

The proposed Phase 1 shuttle route would connect India Basin to Glen Park BART station in a similar fashion to the 44-O'Shaughnessy. Although the 44-O'Shaughnessy runs slightly more frequently (8-12 minute headway during peak hours) compared to the proposed shuttle (15 minute headway during peak hours), total travel time to/from Glen Park BART station would be less using the proposed shuttle route as it would perform fewer stops and be able to express along the freeway for part of the route. The Phase 1 proposed shuttle route would take approximately 25-30 minutes to get to/from Glen Park BART station, whereas the 44-O'Shaughnessy would take approximately 30-35 minutes, including additional walking time as the nearest stop is a quarter-mile walk from the project site.

Final routes and stops for the proposed interim shuttle will be reviewed and approved by the SFMTA prior to implementation.

5.3.2 Monitoring

The proposed shuttle routes are flexible and could be adapted to better serve future residents and employees of India Basin. The shuttle routes would be monitored for effectiveness by the TDM coordinator and/or Transportation Management Association (TMA), to ensure that the needs of shuttle users are being met. SFMTA would be responsible for monitoring crowding on the 44 O'Shaughnessy and determining whether the project results in crowding along that route. Monitoring practices could include analyzing ridership trends, shuttle frequency, travel time, travel time variability, and the results of passenger surveys.

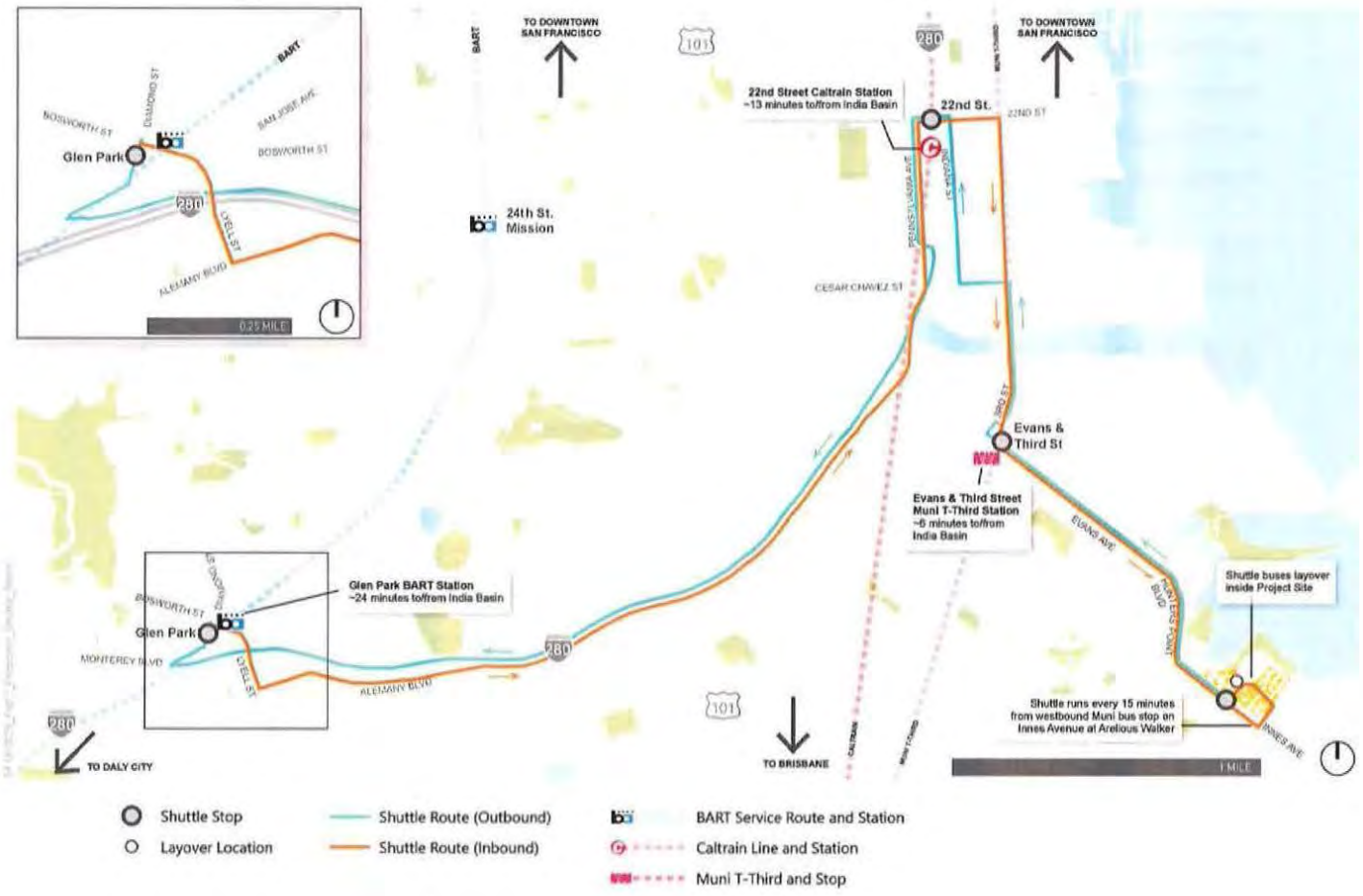


Figure 13

Phase 1 Proposed India Basin Shuttle Route

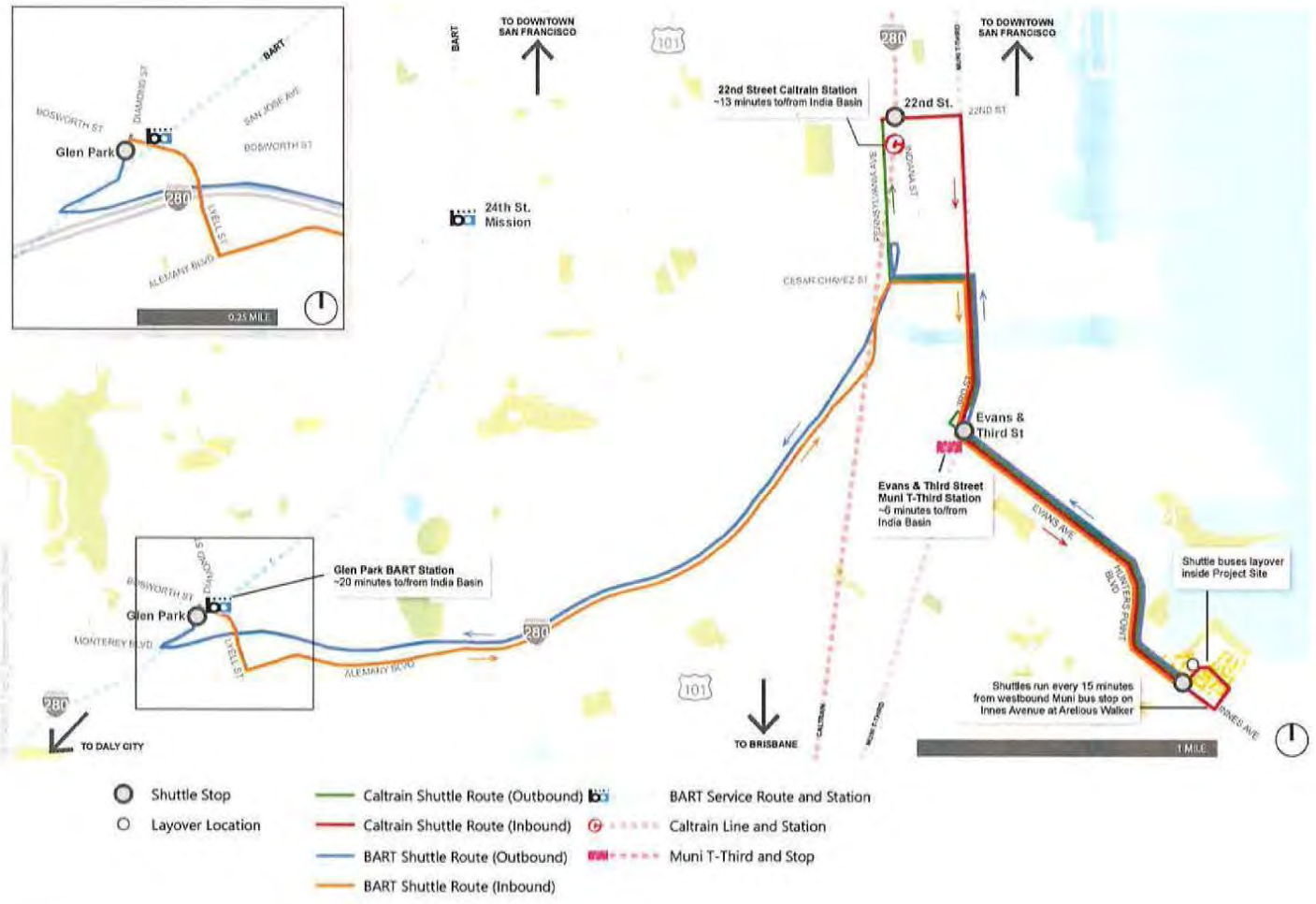


Figure 14

Phase 2 Proposed India Basin Shuttle Routes

5.3.3 Phase 1 Route and Stops

The Phase 1 route would begin at a stop at the intersection of Innes Avenue and Arelious Walker Drive. After continuing westbound on Innes Avenue, the shuttle would next stop adjacent to the T-Third Muni Light Rail stop at 3rd Street and Evans Avenue. The route would continue to the 22nd Street Caltrain station, and finally connect to Glen Park BART station, using southbound I-280. The shuttle would return by traveling to the 22nd Street Caltrain station using northbound I-280, followed by a stop at the T-Third 3rd & Evans Station, and finally returning to India Basin along Innes Avenue. The shuttle buses would dwell and wait for the next run either at the first stop location along the route or at an on-street parking or loading space within the India Basin development.

Due to the continually evolving curbside uses in the vicinity of the proposed stop locations, it is premature to identify specific shuttle stop locations. In the event that the project operates this interim shuttle service, the project sponsor will work with the SFMTA to identify and legislate safe zones for loading/unloading for each of the proposed shuttle stops, and/or comply with the SFMTA's Commuter Shuttle Program or any other applicable regulatory program.

5.3.4 Phase 2 Routes and Stops

The Phase 2 shuttle routes would serve the same stop locations as the Phase 1 shuttle route. The primary benefit of the Phase 2 shuttle would be to provide a more direct connection to Glen Park BART station compared to the Phase 1 route. The Phase 2 Caltrain route would also provide better bi-directional coordination with the train schedule as the shuttle can dwell at the station and wait for specific train arrivals. Both the 22nd Street Caltrain route and the Glen Park BART route would also serve the T-Third 3rd & Evans Station. The route alignments have been selected as those with the lowest combination of travel time and travel time variability. The project sponsor will work with the SFMTA to identify to identify compatible stop locations, if they are required to operate an interim shuttle service.

5.3.5 Operating Plan

This section presents the operating plan for the Phase 1 and Phase 2 routes, which includes a discussion of hours of operations and frequency; concept travel time and fleet size; and relevant San Francisco shuttle regulations. Additional information regarding assumptions and calculations made to determine the operating plan are included in **Appendix A**.

Operating Hours

The shuttle would operate during the morning between 6:00 AM and 10:00 AM, and the evening between 3:00 PM and 7:00 PM. The shuttle would operate at 15-minute headways to provide an adequate level of

service to urban commuters. A shuttle service operating at 20-minute headways could accommodate the estimated demand, but a 15-minute headway is the minimum reasonable frequency to serve urban commuters. Regional transit service at Glen Park BART station is frequent enough that transfer waiting time would generally be short and coordination for individual trains would not be effective. However, service at Caltrain service is more infrequent and therefore to avoid overly large wait times, the service should be scheduled to coordinate with the Caltrain schedule to the extent possible.

Service Frequency and Fleet Size

Concept travel times for the Phase 1 shuttle route were developed from the following additive components: Google Maps travel time ranges for driving during the peak AM and PM periods, dwell time at shuttle stops, delay from proposed signals along Innes Avenue, and layover time. We estimate that the typical round-trip run time during peak periods (including layover) would be approximately 60 minutes. A fleet size of four shuttle vehicles would therefore be required in order to provide 15-minute headways. Each route within Phase 2 service would have at least a 15 minute frequency, with frequencies calibrated to optimally serve the demand for each service. A fleet size of around six vehicles would be required for Phase 2. The fleet should also include an additional spare vehicle in case of breakdown. A typical 30-foot cutaway shuttle bus with capacity of around 20-30 seats would be appropriate for this service and would accommodate demand.

SFMTA will undertake routine monitoring of crowding levels on nearby routes on an ongoing basis. If ridership on overcrowded Muni routes is found to be above 85 percent of overall service capacity, due to the addition of project transit trips, the property manager would provide additional shuttle frequency to reduce occupancy to below 85 percent utilization, or to below the extent caused by the project, whichever is higher.

Commuter Shuttle Program Participation

The proposed shuttle route could participate in the SFMTA Commuter Shuttle Program, which regulates employer-provided shuttles in San Francisco.[4] Since the proposed shuttle is free to users and open to the public, there would be no fee to use the Commuter Shuttle Program's network of shuttle stops. However, at this time, the program network does not include dedicated stops along the proposed shuttle route.

[4] SFMTA (2017), "Commuter Shuttle Program." Accessed at https://www.sfmta.com/projects/commuter-shuttle-program

In the case that stops along the proposed shuttle route are not approved for inclusion in the Commuter Shuttle Program by the SFMTA, the project sponsor would need to work with SFMTA to find compatible stop locations. For example, the project sponsor could apply to install new passenger loading zones (a.k.a. "white zones") through the SFMTA's Color Curb program.[5] The project would be responsible for any application and installation/renewal fees for a white zone.

The proposed shuttle would be required to operate within all applicable SFMTA and City of San Francisco regulations and programs. The project sponsors would monitor ridership on the shuttle annually and produce a report to the SFMTA describing the level of service provided and associated ridership.

[5] SFMTA (2017). "New Color Curb." Accessed at https://www.sfmta.com/services/new-color-curb

Appendix A. Shuttle Plan Calculations

Route Selection Travel Time Comparison

AM Peak Period

Route Option	Leg	Travel Time (minutes)			
		Minimum	Maximum	Variability	Average
22nd St. Caltrain & 24th St. BART	Project Site to 22nd St. Caltrain	7	14	7	10.5
	22nd St. Caltrain to 24th St. BART	7	18	11	12.5
	Both legs	*14*	*32*	***18***	***23***
22nd St. Caltrain & 16th St. BART	Project Site to 22nd St. Caltrain	7	14	7	10.5
	22nd St. Caltrain to 16th St. BART	8	16	8	12
	Both legs	*15*	*30*	***15***	***22.5***
22nd St. Caltrain & Glen Park BART	Project Site to 22nd St. Caltrain	7	14	7	10.5
	22nd St. Caltrain to Glen Park BART	7	12	5	9.5
	Both legs	*14*	*26*	***12***	***20***

Source: Google Maps drive times for Tuesday 8 AM

PM Peak Period

Route Option	Leg	Travel Time (minutes)			
		Minimum	Maximum	Variability	Average
22nd St. Caltrain & 24th St. BART	Project Site to 22nd St. Caltrain	7	12	5	9.5
	22nd St. Caltrain to 24th St. BART	8	18	10	13
	Both legs	*15*	*30*	***15***	***22.5***
22nd St. Caltrain & 16th St. BART	Project Site to 22nd St. Caltrain	7	12	5	9.5
	22nd St. Caltrain to 16th St. BART	9	18	9	13.5
	Both legs	*16*	*30*	***14***	***23***
22nd St. Caltrain & Glen Park BART	Project Site to 22nd St. Caltrain	7	12	5	9.5
	22nd St. Caltrain to Glen Park BART	7	14	7	10.5
	Both legs	*14*	*26*	***12***	***20***

Source: Google Maps drive times for Tuesday 5 PM

Round-Trip Travel Time Estimate

Phase 1 Route

Assumptions

Dwell Time per stop: 0.5 minute
Delay per new signal[6]: 0.5 minute

Period	Average Travel Time Estimate (minutes)				
		Adjustments			
	Google Estimate[7]	Dwell Time	New Signals	Layover Factor[8]	Adjusted Travel Time
AM	47	3.5	4.5	1.1	60.5
PM	45	3.5	4.5	1.1	58.3

Phase 2 Route

Assumptions

Dwell Time per Stop: 0.5 minute
Delay per new signal: 0.5 minute

Route	Period	Average Travel Time Estimate (minutes)				
			Adjustments			Adjusted Travel Time
		Google Estimate	Dwell Time	New Signals	Layover Factor	
22nd Street	AM	22.5	3	4.5	1.1	33.0
	PM	21.5	3	4.5	1.1	31.9
Glen Park	AM	33	3	4.5	1.1	44.6
	PM	31	3	4.5	1.1	42.4

[6] Project signals to be installed at Hunters Point Boulevard/Hawes Street/Hudson Avenue, Innes Avenue/Hunters Point Boulevard, Innes Avenue/Griffith Street, Innes Avenue/Arelious Walker Street, and Innes Avenue/Earl Street. Shuttle would experience 9 new project signals on a round-trip loop, not accounted for in Google travel time estimates.

[7] Estimate from Google Maps of in-motion travel time.

[8] Layover assumed to be 10 percent of running time.

Fleet Size

Phase 1 Route

Assumptions

Headway: 15.0

Period	Fleet Size
AM	4.0
PM	3.9

Phase 2 Route

Assumptions

Headway: 15.0 minutes

Route	Period	Fleet Size
22nd Street	AM	2.2
	PM	2.1
Glen Park	AM	3.0
	PM	2.8
Total	AM	5.2
	PM	5.0

Ridership Estimate

Transit Person Trip Demand
(Source: India Basin TIS)

Transit Line	AM In	AM Out	PM In	PM Out	Shuttle Demand
19-Polk (LMLP[9])	63	67	106	57	50%
44-O'Shaughnessey (GMLP[10])	52	49	88	42	80%
Caltrain (Regional Screenline)	23	23	21	21	100%
BART (Regional Screenline)	20	20	18	18	100%

Hourly Shuttle Demand by Stop

Station	AM In	AM Out	PM In	PM Out
T-Third	31	33	53	29
Caltrain	23	23	21	21
BART	62	59	88	51
Total	116	115	162	101

Shuttle Demand by Shuttle Vehicle

Assumptions:

Shuttle Headway	15	minutes
Shuttle Frequency	4	shuttles/hour

Route	AM In	AM Out	PM In	PM Out
Phase 1: T-Third -> Caltrain -> BART	29	29	41	25
Phase 2: T-Third -> Caltrain	10	10	12	9
Phase 2: T-Third -> BART	19	19	29	16

Typically shuttle capacity is ~25 seated persons per vehicle. Shuttle may experience standing-room only levels of demand where demand per vehicle is shown to be >25.

[9] LMLP = local maximum load point between the project site and Third Street.
[10] GMLP = global maximum load point along entire route.

MITIGATION MONITORING AND REPORTING PROGRAM

AUTHORITY

This Environmental Mitigation Monitoring and Reporting Program (MMRP) has been prepared pursuant to California Environmental Quality Act (known as CEQA [Public Resources Code Sections 21000 et seq.]) Section 21081.6 to provide for the monitoring of mitigation measures required of the India Basin Mixed-Use Project, as set forth in the Draft Environmental Impact Report (Draft EIR) prepared for the Project. This report will be kept on file in the offices of the San Francisco Planning Department (Planning Department), 1650 Mission Street, Fourth Floor, San Francisco, CA, 94103.

If any mitigation measures are not being implemented as to any property within the project site, the Agency and/or City may pursue corrective action against the responsible party for such property identified in Table 1 of this MMRP. Penalties that may be applied include, but are not limited to, the following: (1) a written notification and request for compliance; (2) withholding of permits; (3) administrative fines; (4) a stop-work order; (5) criminal prosecution and/or administrative fines; (6) forfeiture of security bonds or other guarantees; and (7) revocation of permits or other entitlements. These corrective actions shall only be applied against the applicable responsible party identified in Table 1 of this MMRP. To the extent any mitigation measure applies to all project sponsors, the corrective actions shall only be applied against the applicable project sponsor for the affected property for which the mitigation measure is not being implemented.

MONITORING SCHEDULE

Prior to the issuance of building permits, while detailed development plans are being prepared for approval by Agency and/or City staff, Agency and/or City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the project construction, development, and design phases. Agency and/or City staff will prepare or cause to be prepared reports identifying compliance with mitigation measures. Once construction has begun and is underway, monitoring of the mitigation measures associated with construction will be included in the responsibilities of designated Agency and/or City staff, who shall prepare or cause to be prepared reports of such monitoring no less than once a month until construction has been completed. Once construction has been completed, the Agency and/or City will monitor the project as deemed necessary.

CHANGES TO MITIGATION MEASURES

Any substantive change in the monitoring and reporting plan made by Agency and/or Planning Department staff shall be reported in writing to the City Environmental Review Officer. Reference to such changes shall be made in the monthly/yearly Environmental Mitigation Monitoring Report prepared by Planning Department staff. Modifications to the mitigation measures may be made by Planning Department staff subject to one of the following findings, documented by evidence included in the record:

1. The mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program is no longer required because the significant environmental impact identified in the Draft EIR has been found not to exist, or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment, or other factors.

OR

2. The modified or substitute mitigation measure to be included in the Mitigation Monitoring and Reporting Program either provides corrections to text without any substantive change in the intention or meaning of the original mitigation measure, or provides a level of environmental protection equal to or greater than that afforded by the mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program; and the modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to or greater than those which were considered by the responsible hearing bodies in their decisions on the Final EIR and the proposed project; and the modified or substitute mitigation measures are feasible, and the Planning Department, through measures included in the Mitigation Monitoring and Reporting Program or other City procedures, can assure their implementation.

FORMAT OF MITIGATION MONITORING MATRIX

Table 1: Mitigation Monitoring and Reporting Program on the following pages identifies the environmental issue areas for which monitoring is required, the required mitigation measures, the timeframe for monitoring, and the responsible implementing and monitoring agencies. Table 2: Improvement Measure Monitoring and Reporting Program outlines optional measures that are intended to improve an impact that was found by the Planning Department to be less than significant. Improvement measures are not requirements, however, the project sponsors or the Planning Department may elect to implement them.

DEFINITIONS

City's Environmental Review Officer—The Environmental Review Officer at the San Francisco Planning Department, referred to herein as "ERO."

Project sponsors—BUILD, the San Francisco Recreation and Parks Department (RPD), or any other individual who or business that constructs urban land uses. This term shall be construed to mean the subsequent developer(s) who constructs or extends urban land uses through subdivision of land and construction or alteration of structures.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
MITIGATION MEASURES FOR THE INDIA BASIN MIXED-USE PROJECT				
Aesthetics Mitigation Measures				
Mitigation Measure M-AE-3: Implement Good Lighting Practices The project sponsor of the 700 Innes property shall develop a lighting plan for that property, subject to approval by the Planning Department, to address light spillover during operation of the proposed project or variant. The lighting plan shall include the following measures, which would reduce the impact of new lighting sources at the 700 Innes property: • Professionally recommended lighting levels for each activity shall be designed by a professional electrical consulting engineer to meet minimum illumination levels while preventing over-lighting and reducing electricity consumption. • The location, height, cutoff, and angle of all lighting shall be correctly focused on the project site to avoid directing light at neighboring areas. Shielded fixtures with efficient light bulbs shall be used in uncovered parking areas to prevent any glare and light spillage beyond the property line.	Project sponsor of 700 Innes property and contractor	Before the issuance of first temporary certificate of occupancy.	Planning Department to approve lighting plan, Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities for the applicable project sponsor have ended and the Department of Building Inspection has signed off on implementation of the final approved lighting plan.
Cultural Resources Mitigation Measures				
Mitigation Measure M-CR-1a: Prepare and Implement Historic Preservation Plans and Ensure that Rehabilitation Plans Meet Performance Criteria The project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History and is on the Planning Department's qualified consultant list. This professional shall prepare, and the project sponsors shall implement, a historic preservation plan (HPP) for each of the three historical resources identified on the project site. Each HPP shall consider the historic resource evaluation reports prepared for this project. The HPPs shall incorporate rehabilitation recommendations for protecting character-defining features of the historical resources to be retained and shall include the following elements: • **Historic Preservation Protective Measures.** Each HPP shall be prepared and implemented to aid in preserving those portions of the historical resource that would be retained and/or rehabilitated as part of the project. The HPP shall establish measures to protect the character-defining features from construction equipment that may inadvertently come in contact with the resource. If deemed necessary upon further assessment of the resource's condition, the plan shall include the preliminary stabilization before	Project sponsors/ qualified engineer and/or architectural historian consultant at the direction of the ERO.	Prior to issuance of applicable site permits for each identified historical resource, a HPP shall be prepared. Planning Department Preservation staff shall review and approve the HPP.	A professional architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards and is on the Planning Department's qualified consultant list shall provide progress reports on the implementation of the HPP to the Planning Department throughout the construction period. In addition, the project sponsors shall ensure that the contractor(s) follows the HPP.	Considered complete with regard to each applicable historic resource after construction activities implementing approved HPP for the affected historic resources have ended and the final progress report has been submitted and approved by the Planning Department.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
construction to prevent further deterioration or damage. Specifically, the protection measures shall incorporate construction specifications for the proposed project that require the construction contractor(s) to use all feasible meaus to avoid damage to historical resources, including but not necessarily limited to the following: – staging equipment and materials as far as possible from historic buildings to avoid direct impact damage; – maintaining a buffer zone when possible between heavy equipment and historical resource(s) as identified by the Planning Department; – appropriately shoring excavation sidewalls to prevent movement of adjacent structures; – ensuring adequate drainage; and ensuring appropriate security to minimize risks of vandalism and fire. • **Relocation Plan for 702 Earl Street.** The HPP for 702 Earl Street shall include a relocation plan to be reviewed and approved by the Planning Department to ensure that character-defining features of the building will be retained. The relocation plan shall include required qualifications for the building relocation company ensuring that the relocation is undertaken by a company that is experienced in moving historic buildings of a similar size and/or structural system as 702 Earl Street. The relocation plan shall ensure that the building will be moved without disassembly and that the building will be separated from its existing foundation without irreparably damaging the character-defining historic fabric of the building. • **Rehabilitation and Retention Plan for India Basin Scow Schooner Cultural Landscape.** The HPP for the cultural landscape shall finalize the designs for the Shipwright's Cottage, and the Tool Shed interpretative structure, if included in the final design. It shall also include a plan for rehabilitation of the Marineway rails. • **New Construction and Maintenance Guidelines for the India Basin Scow Schooner Cultural Landscape.** The HPPs for the India Basin Scow Schooner Cultural Landscape shall establish protocols for the ongoing protection of the character-defining features of the cultural landscape and guidelines to evaluate all future development proposals within the cultural landscape. These guidelines shall include the following: – New construction and site development within or adjacent to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape shall be compatible with the character of the cultural landscape and shall				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
maintain and support the landscape's character-defining features. – New construction shall draw its form, materials, and color palette from the historic texture and materials of the cultural landscape. – New construction shall be contextually appropriate in terms of massing, size, scale, and architectural features, not only with the remaining historic buildings, but with one another. – New construction shall comply with the Secretary of the Interior's Rehabilitation Standard No. 9: "New Addition, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the integrity of the property and its environment." – A building and structural maintenance plan shall be developed to ensure that the character-defining structures of the cultural landscape are maintained. – A planting and landscape maintenance plan shall be developed to provide ongoing protection of character-defining landscape features of the cultural landscape that will be rehabilitated and/or protected by the project, such as open areas and circulation routes. The plan shall provide guidelines for landscape design within the cultural landscape that maintains the historic and industrial character of the landscape. • **Salvage.** Each HPP for the Shipwright's Cottage and the India Basin Scow Schooner Cultural Landscape shall further investigate and incorporate preservation recommendations regarding the salvage of historic materials for reuse and/or interpretation. The recommendations in the HPPs shall include but not be limited to the following: – Materials to be salvaged from the interior of the Shipwright's Cottage and recommendations for reusing those materials. – Materials to be salvaged from both contributing and noncontributing features of the India Basin Scow Schooner Boatyard Vernacular Cultural landscape, and recommendations for either incorporating such materials into the proposed new construction on the India Basin Shoreline Park property or otherwise reusing those materials. For each HPP, the HPP, including any specifications, monitoring schedule, and other supporting documents, shall be incorporated into the site permit application's plan sets. Planning Department Preservation staff shall review and approve the HPP before a site permit, demolition permit, or any other permit is issued by the San Francisco Department of Building Inspection for				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the rehabilitation of historical resources. The Planning Department shall not issue building permits associated with historical resources until Preservation staff concur that the designs conform to the SOI Standards for Rehabilitation, except for the Tool Shed interpretive structure and the Boatyard Office Building, if included in the final design. Should alternative materials be proposed for replacement of historic materials, they shall be in keeping with the size, scale, color, texture, and general appearance, and shall be approved by Planning Department Preservation staff. The performance criteria shall ensure retention of the character-defining features of each historical resource, as identified in the HPP, which in turn shall be developed in accordance with the HRE developed for the project (San Francisco, 2017b). The project sponsors shall ensure that the contractor(s) follows the HPP. Furthermore, in accordance with the HPP's reporting and monitoring requirements, the consultant architectural historian shall conduct regular periodic inspections of the historical resources under rehabilitation during project construction activities to ensure compliance with the HPP and adherence to the SOI Standards for Rehabilitation. The consultant architectural historian shall provide progress reports to the Planning Department throughout the construction period.				
Mitigation Measure M-CR-1b: Document Historical Resources To reduce adverse effects on historical resources, before the start of demolition, rehabilitation, or relocation, the project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History. This professional shall prepare written and photographic documentation of the three historical resources identified on the project site. The specific scope of the documentation shall be reviewed and approved by the Planning Department but shall include the following elements: • **Measured Drawings.** A set of measured drawings shall be prepared that depict the existing size, scale, and dimension of the historical resources. Planning Department Preservation staff will accept the original architectural drawings or an as-built set of architectural drawings (e.g., plan, section, elevation). Planning Department Preservation staff will assist the consultant in determining the appropriate level of measured drawings. • **Historic American Buildings/Historic American Landscape Survey–Level Photograph.** Either Historic American Buildings/Historic American Landscape Survey (HABS/HALS) standard large-format or digital	Project sponsors/ qualified architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued for each project sponsor.	All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.	Considered complete as to each affected historic resource after all documentation has been reviewed and approved by the Planning Department and final written and photographic documentation is submitted to interested parties for the affected historic resource. This will be done before the demolition or site permits are issued for each affected historic resource.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
photography shall be used. The scope of the digital photographs shall be reviewed by Planning Department Preservation staff for concurrence, and all digital photography shall be conducted according to the latest National Park Service (NPS) standards. The photography shall be undertaken by a qualified professional with demonstrated experience in HABS photography. Photograph views for the data set shall include: – contextual views; – views of each side of the building and interior views, where possible; – oblique views of the building; and – detail views of character-defining features, including features on the interior. All views shall be referenced on a photographic key. This photographic key shall be on a map of the property and shall show the photograph number with an arrow to indicate the direction of the view. Historic photographs shall also be collected, reproduced, and included in the data set. **HABS/HALS Historical Report.** A written historical narrative and report shall be provided in accordance with the HABS Historical Report Guidelines. In addition, video recordation shall be undertaken before demolition or site permits are issued. The project sponsor shall undertake video documentation of the affected historical resource and its setting. The documentation shall be conducted by a professional videographer, one with experience recording architectural resources. The documentation shall be narrated by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate) set forth by the Secretary of the Interior's Professional Qualification Standards (36 Code of Federal Regulations Part 61). The documentation shall include as much information as possible—using visuals in combination with narration—about the materials, construction methods, current condition, historic use, and historic context of the historical resource. Archival copies of the video documentation shall be submitted to the Planning Department, and to repositories including but not limited to the San Francisco Public Library, the Northwest Information Center of the California Historical Information Resource System, and the California Historical Society. Further, a Print-on-Demand softcover book shall be produced that includes the content from the historical report, historical photographs, HABS/HALS photography, measured drawings, and field notes. The Print-on-Demand book shall be made available to the public for distribution. The project sponsor shall transmit such documentation to the History Room of the San Francisco Public Library, San Francisco Architectural Heritage, the				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Planning Department, the San Francisco Maritime National Historic Park, and the Northwest Information Center. The HABS/HALS documentation scope will determine the requested documentation type for each facility, and the projects sponsors will conduct outreach to identify other interested groups. All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.				
Mitigation Measure M-CR-1c: Develop and Implement an Interpretative Plan The project sponsors shall facilitate the development of an interpretive program focused on the history and environmental setting of each historical resource identified on the project site. This program shall be initially outlined in an interpretive plan subject to review and approval by the Planning Department. The interpretative program shall include but not be limited to the installation of permanent on-site interpretive displays or screens in publicly accessible locations. The plan shall include the proposed format and location of the interpretive content, as well as high-quality graphics and written narratives to be incorporated. Historical photographs, including some of the large-format photographs required by Mitigation Measure M-CR-1b, may be used to illustrate the history. Salvaged materials as required by Mitigation Measure M-CR-1a should also contribute to the interpretative program. The interpretative program should also coordinate with other interpretative displays currently proposed along the Bay, specifically those that focus on shipbuilding at Potrero Point to the north. The interpretative program should also coordinate with maritime or other relevant interpretation programs in San Francisco, such as the San Francisco Maritime National Historic Park and its sailing program that includes the 1891 scow schooner Alma. The interpretative plan should also explore contributing to digital platforms that are publicly accessible, such as the History Pin website or an iPhone application. The primary goal is to educate visitors about the property's historical themes, associations, and lost contributing features within broader historical, social, and physical landscape contexts.	Project sponsors/ qualified architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued for each project sponsor.	Interpretive plan shall be subject to review and approval by the Planning Department.	Considered complete after the interpretive program has been installed and approved by the Planning Department.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 sball only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-1d: Retain the Boatyard Office Building If feasible, character-defining features of the Boatyard Office building shall be retained by RPD in order to ensure that the building remains a significant feature of the cultural landscape. This would include retention of a portion of the roof form, wood frame structure, and wood cladding so that the massing of the building is still expressed. For example, this may include retention of an open-frame or partially open-frame roof structure with wide eaves supported by a wood frame structure with a portion of the structure clad in retained or replaced-in-kind wood cladding. If possible, the porthole openings on the southeast and southwest façade shall be retained. The amount of the wood cladding and roof structure to be retained will depend upon additional condition assessments of the building, public safety concerns, seismic requirements, visibility and sight lines in relation to park design, and RPD programming.	Project sponsor for the 900 Innes property/ qualified structural engineer and/or architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued.	Planning Department to monitor RPD and project contractor compliance.	Considered complete after construction activities have ended.
itigation Measure M-CR-1c: Vibration Protection Plan /here construction activity involving pile driving and other heavy equipment and vehicles would occur in proximity to any historical resources, the project sponsors shall undertake a monitoring program to minimize damage to adjacent historic buildings and to ensure that any such damage is documented and repaired. The monitoring program, which shall apply within 150 feet where pile driving would be used and within 35 feet of other heavy equipment operation, shall include the following components: Prior to the start of any ground-disturbing activity, the project sponsors shall engage a historic architect or qualified historic preservation professional to undertake a pre-construction survey of historical resource(s) identified by the San Francisco Planning Department within 150 feet of planned construction to document and photograph the buildings' existing conditions. The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff. The qualified consultant shall submit an existing conditions documentation scope and vibration monitoring plan to San Francisco Planning Department Preservation staff for review and approval. Based on the construction and condition of the resource(s), a structural engineer or other qualified entity shall establish a maximum vibration level that shall not be exceeded at each historical resource, based on existing	Project sponsors/ qualified acoustical/ vibration consultant at the direction of the Planning Department Preservation staff.	Before demolition or site permits are issued and during construction.	The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff.	Considered complete as to each project sponsor after construction activities for the applicable Project Sponsor have ended and the final monitoring report has been submitted.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
conditions, character-defining features, soils conditions and anticipated construction practices in use at the time (0.12 inch per second, peak particle velocity [PPV], consistent with Federal Transit Administration guidance). To ensure that vibration levels do not exceed the established standard, a qualified acoustical/vibration consultant shall monitor vibration levels at each historical resource within 150 feet of planned construction and shall prohibit vibratory construction activities that generate vibration levels in excess of the standard. Should vibration levels be observed in excess of the standard, construction shall be halted and alternative construction techniques put in practice. (For example, pre-drilled piles could be substituted for driven piles, if soil conditions allow; smaller, lighter equipment could possibly also be used in some cases.) The consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site. Should damage to a historical resource occur as a result of ground-disturbing activity on the site, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity on the site.				
Mitigation Measure M-CR-2a: Undertake an Archeological Testing Program Based on the results of the archeological investigation completed for the proposed project and variant, the remains of two ships, the *Bay City* and the *Caroline*, occur within the study area. Both sets of remains are contributing elements to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape. The proposed Marineway would cross over the identified remains of the *Caroline,* and the viewing platform would be placed over the remains of the *Bay City*. The foundation system of the Marineway and viewing platform have not been fully developed, but the potential exists for piles required for the structure to be driven through the buried vessels. There is also a reasonable presumption that additional archeological resources beyond the remains of the *Bay City* and *Caroline* may be present in the study area. Such currently undiscovered resources could include other ship hulks associated with the Hunters Point Ship Graveyard (which in turn would be contributing elements to the vernacular cultural landscape) and both prehistoric and historic-period archeological sites. As such, the following measures shall be undertaken to avoid any significant adverse effect from the proposed project or variant on buried archeological resources. The project sponsors shall retain the services of an archeological consultant from	Project sponsors/ qualified archeological consultant at the direction of the ERO.	Prior to the issuance of site permits and initiation of construction, during construction, and after the conclusion of all construction activities.	The ERO to review and approve an archeological testing plan and a final archeological resources report.	The ERO to review and approve an archeological testing plan for the applicable project site before the start of construction. Depending on the findings of the archeological testing program, intermittent reports may be submitted by the qualified archeological consultant for each phase of construction within the applicable project site. The final archeological resources report will be submitted after the conclusion of all construction activities.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the rotational Qualified Archeological Consultants List (QACL), maintained by the Planning Department's archeologist. The project sponsors shall contact the Planning Department archeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program, if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO.				
Archeological monitoring and/or data recovery programs required by this measure could suspend project construction for up to 4 weeks. At the direction of the ERO, the suspension of construction can be extended beyond 4 weeks only if such a suspension is the only feasible means to reduce the potential effects on a significant archeological resource, as defined in State CEQA Guidelines Sections 15064.5(a) and 15064.5(c), to less than significant with mitigation.				
Consultation with Descendant Communities. Upon discovery of an archeological site associated with Native Americans, the overseas Chinese, or other potentially interested descendant groups, an appropriate representative of the descendant group and the ERO shall be contacted. The descendant group's representative shall be given the opportunity to monitor archeological field investigations of the site and to consult with the ERO regarding appropriate archeological treatment of the site, data recovered from the site, and if applicable, any interpretative treatment of the associated archeological site. A copy of the final archeological resources report shall be provided to the representative of the descendant group.				
Archeological Testing Plan. The archeological consultant shall prepare and submit to the ERO for review and approval an archeological testing plan (ATP). The archeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archeological resource(s) that could be adversely affected by the proposed project or variant, the testing method to be used, and the locations recommended for testing. The purpose of the archeological testing program shall be to determine the presence or absence of archeological resources to the extent possible, and to identify and evaluate whether any archeological resource encountered on the site constitutes a historical resource under CEQA.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the ERO. If the archeological consultant finds, based on the archeological testing program, that significant archeological resources may be present, the ERO acting in consultation with the archeological consultant shall determine whether additional measures are warranted. Additional measures that may be undertaken include further archeological testing, archeological monitoring, and/or an archeological data recovery program. If the ERO determines that a significant archeological resource is present and that the proposed project or variant could adversely affect the resource, then one of the following measures shall be implemented, at the discretion of the project sponsors, depending on the location of the resource: • The proposed project or variant shall be redesigned to avoid any adverse effect on the significant archeological resource. OR • A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater significance for interpretation than for research and that interpretive use of the resource is feasible. **Archeological Monitoring Program.** If the ERO acting in consultation with the archeological consultant determines that an archeological monitoring program (AMP) shall be implemented, the archeological monitoring program shall include the following provisions, at a minimum: • The archeological consultant, the project sponsors (depending on the location of the resource and/or area of concern), and the ERO shall meet and consult on the scope of the archeological monitoring program a reasonable amount of time before the start of any project-related soil-disturbing activities. The ERO, in consultation with the archeological consultant, shall determine which project activities shall be subject to archeological monitoring. A single AMP or multiple AMPs may be produced to be consistent with project phasing. In most cases, any soil-disturbing activities, such as demolition, foundation removal, excavation, grading, installation of utilities, foundation work, pile driving (e.g., foundation, shoring), and site remediation, shall require archeological monitoring because of the risk these activities pose to potential archeological resources and their depositional context. • The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), shall explain how to identify evidence of the expected resource(s), and shall identify the appropriate protocol in case of the apparent discovery of an archeological resource.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits. • The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis. • If an intact archeological deposit is encountered, all soil-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition, excavation, pile driving, and other construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (e.g., foundation, shoring) the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archeological consultant shall immediately notify the ERO of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO. Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO. Intermittent reports shall be submitted for each phase of construction. **Archeological Data Recovery Program.** The archeological data recovery program shall be conducted in accordance with an archeological data recovery plan (ADRP). The archeological consultant, project sponsors (dependent on location of resource requiring implementation of this mitigation measure), and ERO shall meet and agree regarding the scope of the ADRP before preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO for each phase of construction or for the overall construction effort. The ADRP shall identify how the proposed data recovery program would preserve the significant information the archeological resource is expected to contain. That is, the ADRP shall identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, will be limited to the portions of the historical property that can be adversely affected by the proposed project or				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
variant. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical. The scope of the ADRP shall include: • descriptions of proposed field strategies, procedures, and operations; • a description of the selected cataloguing system and artifact analysis procedures; • a description of and rationale for field and post-field discard and deaccession policies; • consideration of an on-site/off-site public interpretive program during the course of the ADRP; • recommended security measures to protect the archeological resource from vandalism, looting, and unintentionally damaging activities; • a description of the proposed report format and distribution of results; and • a description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. **Final Archeological Resources Report**. The archeological consultant shall submit a draft final archeological resources report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. The FARR will be submitted after the conclusion of all construction activities that are required for the entire project. Information that can put any archeological resource at risk shall be provided in a separate removable insert within the final report. Once approved by the ERO, copies of the FARR shall be distributed as follows: • The Northwest Information Center shall receive one copy. • The ERO shall receive a copy of the transmittal of the FARR to the Northwest Information Center. • The Environmental Planning division of the Planning Department shall receive one bound, one unbound, and one unlocked searchable PDF copy on CD of the FARR, along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the NRHP/CRHR. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-3a: Implement Legally Required Measures in the Event of Inadvertent Discovery of Human Remains The following measures shall be implemented in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and the ERO, and in the event of the Coroner's determination that the human remains are Native American remains, notification of the Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archeological consultant, project sponsors, ERO, and MLD shall have up to but not beyond 6 days of discovery to make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (State CEQA Guidelines Section 15064.5([d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept recommendations of an MLD. The archeological consultant shall retain possession of any Native American human remains and associated or unassociated burial objects until completion of any scientific analyses of the human remains or objects as specified in the treatment agreement if such as agreement has been made or, otherwise, as determined by the archeological consultant and the ERO.	Project sponsors/ construction contractor/ archeological consultant, at the direction of the ERO.	During construction in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials.	The Planning Department to monitor sponsor and contractor compliance.	In the event of the discovery of human remains and associated burial-related cultural materials, considered complete after reburial or permanent disposition of any discovered human remains and burial-related cultural materials and approval of the final archeological resources report.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-4a: Implement Tribal Cultural Resources Interpretive Program If the ERO determines that preservation in place of the tribal cultural resource pursuant to Mitigation Measure M-CR-2a, "Undertake an Archeological Testing Program," is both feasible and effective, then the archeological consultant shall prepare an archeological resource preservation plan (ARPP). Implementation of the approved ARPP by the archeological consultant shall be required when feasible. If the ERO determines that preservation in place of the tribal cultural resource is not a sufficient or feasible option, then the project sponsors shall implement an interpretive program of the tribal cultural resource in consultation with affiliated Native American tribal representatives. An interpretive plan produced in cousultation with affiliated Native American tribal representatives, at a minimum, and approved by the ERO would be required to guide the interpretive program. The plan shall identify proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays.	Project Sponsors and qualified archeological consultant.	During construction.	Planning Department.	Considered complete after the archeological resource preservation plan or interpretive plan of the tribal cultural resource in consultation with affiliated Native American tribal representatives have been approved by the ERO and implementation of preservation or interpretive program.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Transportation and Circulation Mitigation Measures				
Mitigation Measure M-TR-3P: Implement Transit Capacity Improvements (Proposed Project) The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described below would mitigate the transit capacity impact of the proposed project to less than significant. • **Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point/Hunters Point Shipyard Phase II Transportation Plan is in Operation** The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O'Shaughnessy for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O'Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. This increased frequency is set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors' funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the proposed project, all transit trips generated at the project site result from the proposed development at the 700 Innes property. Under Option 1, the increased frequency on the 44 O'Shaughnessy would result in increased passenger capacity along the route (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold. Mitigation Measure M-TR-3P, Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.	Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)	Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour). Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the	SFMTA (Option 1) or project sponsor of the 700 Innes property (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.	Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• **Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART. A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan's transit service improvements are in place. If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni route is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors for the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni route. Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the proposed project above the 85 percent utilization threshold, with a 20 percent contingency factor. Mitigation Measure M-TR-3P, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.		significant impact (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour)		

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-TR-3V: Implement Transit Capacity Improvements (Variant) The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described would mitigate the transit capacity impact of the variant to less than significant. • **Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O'Shaughnessy and 48 Quintara–24th Street (which will replace the 19 Polk's route along Evans Avenue, Hunters Point Boulevard, and Innes Avenue) for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O'Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. The frequency of the 48 Quintara–24th Street shall be increased from every 15 minutes to every 10 minutes during both the a.m. and p.m. peak periods. These increased frequencies are set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors' funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the variant, all transit trips generated at the project site result from the proposed development at the 700 Innes property. Under Option 1, the increased frequency on the 44 O'Shaughnessy and 48 Quintara–24th Street would result in increased passenger capacity along these routes (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold. Mitigation Measure M-TR-3V, Option 1 would be implemented prior to the issuance of building permits for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit	Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)	Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour). Option 2 would be implemented prior to the issuance of the Temporary	SFMTA (Option 1) or project sponsor of 700 Innes property (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.	Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction. • **Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required,, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART. A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan's transit service improvements are in place. If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni routes is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors of the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni routes. Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the variant above the 85 percent utilization threshold, with a 20 percent contingency factor.		Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour)		

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Mitigation Measure M-TR-3V, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.				
Mitigation Measure M-TR-8V: Implement Passenger Loading Strategies for the School (Variant) Once school enrollment reaches 22 students, the school proposed for the 700 Innes property under the variant shall provide and enforce a pick-up/drop-off plan subject to review and approval by SFMTA to minimize disruptions to traffic, bicycle, and pedestrian circulation associated with school pick-up/drop-off activities and ensure safety for all modes. This plan shall include elements such as the size and location of loading zone(s), parking monitors, staggered drop-offs, a number system for cars, one-way circulation, encouragement of carpools/ride-sharing, and a safety education program. The safety education program shall be targeted at school students, guardians, and staff, as well as residents and businesses near the school site. Informational materials targeted to guardians and nearby residents and employees shall focus on the importance of vehicular safety, locations of school crossings, and school zone speed limits and hours.	Project sponsor for 700 Innes property and school administrator.	Once school enrollment reaches 22 students, the project sponsors and school administrator are required to submit a pick-up/drop-off plan to SFMTA for approval.	School administrator and SFMTA.	Plan is required once school enrollment reaches 22 students and is deemed complete once the plan is approved by SFMTA and the plan is implemented and enforced.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-C-TR-2: Implement Transit-Only Lanes SFMTA shall convert one of the two travel lanes in each direction of the Evans Avenue–Hunters Point Boulevard–Innes Avenue–Donohue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/ Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections. The transit-only lanes would be located in the curbside lanes, similar to those identified for Evans Avenue between Third Street and Jennings Street as part of the CPHPS EIR, and would improve bus travel speed and travel time reliability along the corridor. The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first. The SFMTA shall monitor transit service and travel time along the corridor to assess when this threshold is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA. The project sponsors' fair-share portion of this cumulative mitigation measure under either the proposed project or the variant shall be based on the relative proportion of vehicle-trips contributed by the proposed project or the variant to cumulative traffic conditions such that mitigation would be needed. In this case, the fair share was determined by calculating the ratio of the total trips added by the project at the three study intersections adjacent to the 700 Innes property to the sum of eastbound and westbound through traffic without the project. Since the impact would occur during both the weekday a.m. and p.m. peak periods, the higher of the ratios for each individual peak period was conservatively selected to determine the fair-share contribution. This fair-share contribution would be 38 percent for the proposed project and 50 percent for the variant. Responsibility among the project sponsors for the four properties would then be further subdivided based on the relative proportion of vehicle-trips generated by each of the four properties. In this case, 1 percent of the vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property.	SFMTA	The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first.	SFMTA	The SFMTA shall monitor transit service and travel time along the corridor to assess when the threshold in M-C-TR-2 is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Noise Mitigation Measures				
Mitigation Measure M-NO-2a: Implement Noise Control Measures during Project Construction The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures at all project site properties during construction: • Power construction equipment shall be equipped with best available state-of-the-art noise-shielding and muffling devices. All equipment shall be properly maintained to prevent the generation of additional noise attributable to worn or improperly maintained parts. • Stationary-source construction equipment that may have a flexible location on-site (e.g., generators and compressors) shall be located to maintain the greatest feasible distance from sensitive land uses, and unnecessary idling of equipment shall be prohibited. Where construction activities are to occur within 100 feet of a noise-sensitive receptor, either an existing off-site receptor or a future on-site receptor, a temporary noise barrier that will break the line of sight between the construction equipment and the sensitive receptor shall be placed to provide a minimum of 3-5 dBA noise reduction at the exterior of the noise-sensitive receptor.	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.
Mitigation Measure M-NO-2b: Implement Noise Control Measures for Pile Driving The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures for pile driving at all project site properties during construction: • When pile driving is to occur within 600 feet of a noise-sensitive receptor (e.g., residential use), alternative quiet-pile driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible (based on soil/strata and other conditions as reviewed by and approved by the project engineer). Alternative quiet-pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled-displacement. At the noise-sensitive receptor, noise from non-impact type pile-driving methodology shall not exceed an hourly L_{eq} equal to the applicable ambient + 10 dBA standard. • When applied within 600 feet of a noise-sensitive receptor (e.g., residential use), impact-type pile driving equipment shall be properly fitted with an intake and exhaust muffler and a sound-attenuating shroud, as specified by	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the manufacturer. The net effect of these noise control and sound-attenuating measures, which can also include a temporary sound barrier, shall provide sufficient noise reduction, relative to a non-shrouded operating impact pile-driving process, so that hourly L_{eq} noise from the pile-driving equipment at the noise-sensitive receptor does not exceed the applicable ambient + 10 dBA standard.				
Mitigation Measure M-NO-3: Design Future Noise-Generating Uses near Residential Uses to Minimize the Potential for Noise Conflicts Future noise-generating land uses shall be designed to minimize the potential for sleep disturbance at any future nearby residential uses (700 Innes) or existing nearby offsite residential receptors. Design approaches such as the following could be incorporated into future development plans for future noise-generating land uses to minimize the potential for noise conflicts from such uses with on-site sensitive receptors. • **Design of Future Noise-Generating Uses.** To reduce potential conflicts between sensitive receptors and new noise-generating land uses located adjacent or nearby to these receptors, exterior facilities such as loading areas/docks, trash enclosures, and surface parking lots shall be located on the sides of buildings facing away from existing or planned sensitive receptors (residences). If this is not feasible, these types of facilities shall be enclosed or equipped with appropriate noise shielding. • **Stationary Equipment Noise Controls.** Noise attenuation measures shall be incorporated into all stationary equipment (including HVAC equipment, and emergency generators if present) installed on all buildings that include such stationary equipment. These noise attenuation measures shall be incorporated as necessary to meet noise limits specified in Section 2909 of the Police Code. Interior noise limits shall be met under both existing and future noise conditions, accounting for foreseeable changes in noise conditions in the future (i.e., changes in on-site building configurations). Noise attenuation measures can include providing sound enclosures/barriers, adding roof parapets to block noise, increasing setback distances from sensitive receptors, providing louvered vent openings, locating vent openings away from adjacent commercial uses, and restricting generator testing to the daytime hours.	Project sponsors and construction contractor.	Prior to the issuance of a building permit for each commercial/office building.	Planning Department	Considered complete after submittal and approval of construction plans by the Planning Department.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-NO-6: Implement Vibration Mitigation Measure for Pile Driving The project sponsor shall implement the following vibration control measure for pile driving during project construction: • When pile driving is to occur within 150 feet of a noise-sensitive receptor (e.g., residential use), alternative low-vibration driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible, based on soil/strata and other conditions as reviewed by and approved by the project engineer. Alternative pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled displacement. • If the receiving land use is a historic structure, the project sponsor shall implement vibration monitoring during the vibration-causing process and/or equipment to ensure that measured levels (e.g., vibration velocity) at the receptor are compliant with the 0.12 in/sec peak particle velocity (PPV) standard. If measured vibration levels are found to exceed this standard, the process shall be suspended to assess the occurrence of damage and implement vibration isolation enhancements (e.g., trenches, shoring, etc.) as deemed necessary to enable compliant vibration levels upon resumption of activity. If damage to a building(s) occurs, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity.	Project sponsors/ project engineer/ construction contractor, and Planning Department.	Prior to pile-driving activities on the 900 Innes property, India Basin Open Space, and 700 Innes properties.	Planning Department	Considered complete after the completion of all pile-driving activities.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Air Quality Mitigation Measures				
Mitigation Measure M-AQ-1a: Minimize Off-Road Construction Equipment Emissions The project sponsors shall comply with the following requirements: A. **Construction Emissions Minimization Plan.** Before a construction permit is issued for each project phase or property, as applicable, the project sponsors shall submit construction emissions minimization plans to the Environmental Review Officer (ERO) or the ERO's designated representative for review and approval. The construction emissions minimization plans shall detail compliance with the following requirements: (1) All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements: a) Where access to alternative sources of power is reasonably available, portable diesel engines shall be prohibited. b) Where portable diesel engines are required because alternative sources of power are not reasonably available, all off-road equipment shall have engines that meet either EPA or ARB Tier 4 Final off-road emission standards. If engines that comply with Tier 4 Final off-road emission standards are not commercially available, then the project sponsor shall provide the next cleanest piece of off-road equipment as provided by the step-down schedules in Table M-AQ-1a-1. i. For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 Final engines taking into consideration factors such as (i) critical-path timing of construction; (ii) geographic proximity to the project site of equipment; and (iii) geographic proximity of access to off-haul deposit sites. ii. The project sponsor shall maintain records concerning its efforts to comply with this requirement.	Project sponsors and ERO or ERO's designated representative.	The construction emissions minimization plan shall be submitted and approved before a construction permit is issued for each project phase or property.	The Planning Department, ERO, or the ERO's designated representative for review and approval.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule

TABLE M-AQ-1a-1
OFF-ROAD EQUIPMENT COMPLIANCE STEP-DOWN SCHEDULE

Compliance Alternative	*Engine Emissions Standard*	*Emissions Control*
1	*Tier 4 Interim*	*N/A*
2	*Tier 3*	*ARB Level 3 VDECS*
3	*Tier 2*	*ARB Level 3 VDECS*

How to use the table: If the requirements of (A)(1)(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met, etc.

(2) The project sponsor shall require in its construction contracts that the idling time for off-road and on-road equipment be limited to no more than 2 minutes, except as provided in exceptions to the applicable State regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, and Chinese) in designated queuing areas and at the construction site to remind operators of the 2-minute idling limit.

(3) The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.

(4) The construction emissions minimization plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include but are not

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
limited to equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used.				
(5) The project sponsor shall keep the construction emissions minimization plan available for public review on-site during working hours. The project sponsor shall post at the perimeter of the project site a legible and visible sign summarizing the requirements of the plan. The sign shall also state that the public may ask to inspect the construction emissions minimization plan at any time during working hours, and shall explain how to request inspection of the plan. Signs shall be posted on all sides of the construction site that face a public right-of-way. The project sponsor shall provide copies of the construction emissions minimization plan to members of the public as requested.				
B. Reporting. Quarterly reports shall be submitted to the ERO or the ERO's designated representative indicating the construction phase and off-road equipment information used during each phase, including the information required in A(4).				
(1) Within 6 months of the completion of construction activities, the project sponsor shall submit to the ERO or the ERO's designated representative a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4).				
C. Certification Statement and On-site Requirements. Before the start of construction activities, the project sponsor must certify that it is in compliance with the construction emissions minimization plan, and that all applicable requirements of the plan have been incorporated into contract specifications.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1b: Minimize On-Road Construction Equipment Emissions The project sponsors shall include in all construction contracts a requirement for construction contractors to implement the following measures to reduce construction haul truck emissions, to the extent commercially available (taking into consideration such factors as critical-path timing and geographic proximity). **A. Engine Requirements** 1) All on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used in connection with the project site (such as haul trucks, water trucks, dump trucks, and concrete trucks) shall be model year 2010 or newer, where feasible in light of commercial availability. **B. Construction Emissions Minimization Plan.** As part of the construction emissions minimization plan identified above in Mitigation Measure M-AQ-1a, Section A, the construction contract shall state, in reasonable detail, how the contractor shall meet the requirements of Section A. 1) The construction emissions minimization plan shall include the model year of the heavy-duty trucks with a gross vehicle weight rating of 19,500 pounds or greater and estimates of the expected fuel usage (or miles traveled or hours of operation, as relevant) for the on-road haul truck fleet. For on-road trucks using alternative fuels, the description shall also specify the type of alternative fuel being used. 2) See Mitigation Measure M-AQ-1a, Section A, Part 5. **C. Reporting.** See Mitigation Measure M-AQ-1a, Section B. **D. Monitoring.** See Mitigation Measure M-AQ-1a, Section C.	Project sponsors, construction contractors, and ERO or ERO's designated representative.	Prior to the issuance of building permits and on-going during construction.	Planning Department.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1c: Utilize Best Available Control Technology for In-Water Construction Equipment The project sponsors shall include in construction contracts a requirement to implement the following measures to reduce emissions from in-water equipment: A. **Engine Requirements** 1) The construction barge shall have engines that meet or exceed EPA marine engine Tier 3 emissions standards, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). 2) The project sponsors shall also ensure that the construction work boat engines shall be model year 2005 or newer or meet NO_X and PM emissions standards for that model year, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). **B. Construction Emissions Minimization Plan.** As part of the construction emissions minimization plan identified above under Mitigation Measure M-AQ-1a, Section A, the contractor shall state, in reasonable detail, how the contractor shall meet the requirements of Section A. 1) The construction emissions minimization plan shall include estimates of the construction timeline by phase, with a description of how each piece of in-water equipment (e.g., barge engines, work boats) required for every construction phase will comply with the engine requirements stated above. The plan shall also include expected fuel usage and hours of operation for in-water equipment. For in-water equipment using alternative fuels, the description shall also specify the type of alternative fuel being used. 2) See Mitigation Measure M-AQ-1a, Section A, Part 5. **C. Reporting.** See Mitigation Measure M-AQ-1a, Section B. **D. Monitoring.** See Mitigation Measure M-AQ-1a, Section C.	Project sponsors, construction contractors, and ERO or ERO's designated representative.	Prior to the issuance of building permits and on-going during construction.	Planning Department.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1d: Offset Emissions for Construction and Operational Ozone Precursor (NOx and ROG) Emissions Before the first construction permit is issued, the project sponsors, with oversight of the ERO or the ERO's designated representative, shall implement one of the following measures: (1) Directly fund or implement specific emissions offset project(s) within the SFBAAB to achieve the one-time reduction of 6 tons of ozone precursor emissions. This amount is intended to offset the maximum emissions year during construction or operations (or overlapping construction and operations) that would exceed the 10 tons per year thresholds for each NOx and ROG, which would occur during operations of the fully built project. Specifically, the worst-case mitigated operational emissions are associated with the variant and are estimated at 11.96 tons per year of ROG emissions and 14 tons per year of NOx emissions, which would exceed the 10-tons NOx and ROG annual thresholds by 1.96 tons and 4 tons, respectively. Thus, the combined ozone precursor emissions (NOx and ROG) would exceed the annual 10-tons threshold in total by 5.96 tons and requires an offset of 6 tons of NOx and ROG emissions. To qualify under this mitigation measure, the specific offset project(s) shall result in 6 tons of NOx and ROG emissions reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements. Preferred offset project(s) are implemented locally within the City and County of San Francisco. Before implementation of the offset project(s), the project sponsors shall obtain the ERO's approval of the offset project(s) by providing documentation of the associated estimated reduction amount of NO_X and ROG emissions (in tons per year) within the SFBAAB. The project sponsors shall also notify the ERO within 6 months of completion of the offset project(s) for verification. or (2) Pay a one-time mitigation emissions offset fee to the BAAQMD Bay Area Clean Air Foundation to fund BAAQMD's reduction effort in the SFBAAB of 6 tons of ozone precursor emissions. Specifically, the worst-case mitigation offset fee is associated with the variant offset amount of 6 annual tons of combined NO_X and ROG emissions and will be at a cost per ton consistent with Appendix G of the Carl Moyer grant guidelines in effect at the date of the first construction permit issuance . This fee is currently estimated to be $30,000 per weighted ton per year of ozone precursor emissions (plus a 5 percent administrative fee). The mitigation offset fee shall fund one or more emissions reduction projects within the SFBAAB.	Project sponsors and the ERO or the ERO's designated representative.	Prior to the issuance of the first construction permit.	Planning Department, ERO, or the ERO's designated representative.	Considered complete once the project sponsors notify the ERO within 6 months of completion of the offset project(s) for verification, or after the project sponsors provide documentation of offset fee payment to the ERO.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
This one-time fee is intended to fund reduction project(s) for purposes of offsetting the estimated annual tonnage of combined construction and operational emissions under the variant buildout scenario, which is conservatively assumed to occur in 2022. The project sponsors shall also provide documentation of offset fee payment to the ERO. Acceptance of this fee by BAAQMD shall serve as acknowledgment and a commitment by BAAQMD to one or more emissions reduction project(s) within one year of receipt of the mitigation fee to achieve the emissions reduction objectives specified above. BAAQMD shall provide documentation to the ERO and to the project sponsors describing the emission reduction project(s) funded by the mitigation fee, including the amount of emissions of ROG and NO_X reduced (in tons per year) within the SFBAAB from the emissions reduction project(s). If any portion of the mitigation offset fee remains unspent after implementation of the emission reduction project(s), the project sponsors shall be entitled to a refund in that amount from BAAQMD. To qualify under this mitigation measure, the specific emissions reduction project(s) shall result in emission reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements. If the project sponsors commit to the land use assumptions consistent with the proposed project (rather than with the variant) for the term of the development agreement, the one-time reduction of 6 tons of ozone precursor emissions listed above under (1) and (2) shall be reduced to a one-time reduction of 3 tons of ozone precursor emissions. This 3 tons reduction amount is intended to offset the maximum emissions year conservatively assumed to occur during the second year of proposed project construction in 2019. Specifically, the mitigated construction related NOx emissions for the proposed project are estimated at 12.60 tons, which would exceed the 10-tons threshold by 2.6 tons and require an offset of 3 tons of NOx.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1c: Implement Best Available Control Technology for Operational Diesel Generators To reduce operational NO_X and PM emissions under the proposed project or variant, the project sponsors, as applicable, shall require in applicable contracts that the operational backup diesel generators: (1) comply with ARB Airborne Toxic Control Measure emissions standards for model year 2008 or newer engines; and (2) meet or exceed one of the following emission standards for particulate matter: (A) Tier 4 final certified engine or (B) Tier 4 interim or Tier 3 certified engine that is equipped with an ARB Level 3 VDECS. A nonverified diesel emissions control strategy may be used if the filter has the same PM reduction as the identical ARB-verified model and BAAQMD approves of its use. The project sponsors, as applicable, shall submit documentation of compliance th the BAAQMD NSR permitting process (Regulation 2, Rule 2, and gulation 2, Rule 5) and the emissions standard requirement of this measure to the Planning Department for review and approval before a permit for a backup diesel generator is issued by any City agency. Once operational, all diesel backup generators shall be maintained in good working order for the life of the equipment and any future replacement of the diesel backup generators shall be required to be consistent with these emissions specifications. The operator of the facility at which the generator is located shall maintain records of the testing schedule for each diesel backup generator for the life of that diesel backup generator. The facility operator shall provide this information for review to the Planning Department within 3 months of a request for such information.	Project sponsor and construction contractor.	Prior to issuance of a permit for each backup diesel generator.	Project sponsor shall submit documentation of compliance to the Planning Department for review and approval within 3 months of a request for such information.	Considered complete upon review and approval of documentation by Planning Department staff.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1f: Prepare and Implement Transportation Demand Management To reduce operational mobile source emissions, the project sponsors shall prepare and implement a transportation demand management (TDM) plan. The TDM plan shall have a goal of reducing estimated aggregate daily one-way vehicle trips associated with the 700 Innes and India Basin Open Space properties by at least 15 percent compared to the aggregate daily one-way vehicle trips identified in the project-related Transportation Impact Study dated July 2017 and the Supplement to the Transportation Impact Study, dated April 27, 2018, (together, the "Final Transportation Impact Study") and included in EIR Appendix D as calculated before the imposition of TDM measures. To ensure that this reduction goal could be reasonably achieved, the project sponsors shall have a TDM plan with a goal of reducing the daily one-way vehicle trips to and from the project site by 15 percent for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, relative to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the Final Transportation Impact Study as calculated before the impositiou of TDM measure. The calculations shall use the baseline scenario trip generation rates contained in the Final Transportation Impact Study until the point at which SFMTA provides 1,000 passenger capacity per weekday PM peak hour along Innes Avenue, at which point the calculations shall use the Cumulative scenario trip rates in the Final Transportation Impact Study. There shall be a transportation management association that would be responsible for the administration, monitoring, and adjustment of the TDM plan. The project sponsors shall be responsible for monitoring implementation of the TDM plan and proposing adjustments to the plan if its goal is not being achieved, in accordance with the following provisions. The TDM plan may include but is not limited to the types of measures summarized below by way of example. Actual TDM measures selected should include those from the City's adopted TDM Program Standards, which describe the scope and applicability of candidate measures in detail and include: • **Active Transportation**: Streetscape improvements to encourage walking, secure bicycle parking, shower and locker facilities for cyclists, snbsidized bikeshare memberships for project occupants, bicycle repair and maintenance services, and other bicycle-related services.	Project sponsors of 700 Innes and India Basin Open Space properties and transportation consultant to prepare the TDM Plan, which will be implemented by the TDM Coordinator and building management and will be binding on all development parcels within 700 Innes and India Basin Open Space properties.	TDM Coordinator and/or project sponsors to prepare TDM Plan and submit to Planning Department and SFMTA staff prior to approval of the site permit application for first building. The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building. The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant.	TDM Coordinator to submit the TDM Plan to Planning Department And SFMTA staff for review and approval. Transportation Coordinator to submit monitoring report per reporting periods to Planning Department staff and implement TDM Plan Adjustments (if required).	The TDM Plan is required for the duration of tbe proposed project or variant. Monitoring reports would be on-going during project buildout, or until eight consecutive reporting periods show that the fully-built project has met its reduction goals. If after eight reporting periods the sponsor achieves TDM Plan reduction goal, the eighth monitoring report can be deemed the final TDM Plan report. However, if the TDM Plan reductions cannot be met, the project sponsors can elect to pay an additional offset fee. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amonnt required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations.

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• **Car-Share**: Car-share parking spaces and subsidized memberships for project occupants. • **Delivery**: Amenities and services to support delivery of goods to project occupants. • **Family-Oriented Measures**: On-site childcare and other amenities to support the use of sustainable transportation modes by families. • **High-Occupancy Vehicles**: Carpooling/vanpooling incentives and shuttle bus service. • **Information and Communications**: Multimodal wayfinding signage, transportation information displays, and tailored transportation marketing services. • **Land Use**: On-site affordable housing and healthy food retail services in underserved areas. **Parking**: Unbundled parking, short-term daily parking, parking cash-out offers, and reduced off-street parking supply. The TDM plan shall describe each measure, including the degree of implementation (e.g., how long will it be in place, how many tenants or visitors it will benefit, on which locations within the site it will be placed) and the population that each measure is intended to serve (e.g., residential tenants, retail visitors, employees of tenants, visitors). The TDM plan shall commit to monitoring of vehicle trips to and from the project site to determine the plan's effectiveness, as described in "TDM Plan Monitoring and Reporting" below. The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building. The TDM plan shall be submitted to the Planning Department for approval to ensure that components of the plan intended to meet the reduction target are shown in the plan and/or ready to be implemented upon the issuance of each certificate of occupancy. The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant. **TDM Plan Monitoring and Reporting**: The TDM Coordinator shall collect data, prepare monitoring reports, and submit them to the Planning Department. To ensure that the goal of reducing by at least 15 percent the aggregate daily one-way vehicle trips is reasonably achievable, the project sponsor shall				

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monitor daily one-way vehicle trips for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, and shall compare these vehicle trips to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the project's Final Transportation Impact Study. **Timing**. The TDM Coordinator shall collect monitoring data and shall begin submitting monitoring reports to the Planning Department 18 months after issuance of the first certificate of occupancy for buildings that are at least 75 percent occupied on the 700 Innes property that include off-street parking or the establishment of surface parking lots or garages. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until five consecutive reporting periods show that the fully built project has met the reduction goal. From that point on, monitoring data shall be submitted to the Planning Department once every three years. Each trip count and survey (see below for description) shall be completed within 30 days after the end of the applicable reporting period. Each monitoring report shall be completed within 90 days after the applicable reporting period. The timing of monitoring reports shall be modified so that a new monitoring report is submitted 12 months after adjustments are made to the TDM plan to meet the reduction goal, as may be required under the "TDM Plan Adjustments" heading, below. In addition, the Planning Department may modify the timing of monitoring reports as needed to consolidate this requirement with other monitoring and/or reporting requirements for the proposed project or variant, such as annual reporting under the proposed project's or variant's development agreement. **Term**. The project sponsors shall monitor, submit monitoring reports, and make plan adjustments until the earlier of: (i) the expiration of the development agreement, or (ii) the date the Planning Department determines that the reduction goal has been met for up to eight consecutive reporting periods. **Components:** The monitoring and reporting, including trip counts, surveys and travel demand information, shall include the following components or comparable alternative methodology and components, as approved, accepted or provided by Planning Department staff: (1) Trip Count and Intercept Survey: Provide a site-wide trip count and intercept survey of persons and vehicles arriving and leaving the project site for no less than two days during the reporting period between 6:00 a.m. and 8:00 p.m. One day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during one week				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
without federally recognized holidays, and another day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during another week without federally recognized holidays. The trip count and intercept survey shall be prepared by a qualified transportation or survey consultant, and the Planning Department shall approve the methodology prior to the Project Sponsors conducting the components of the trip count and intercept survey. The Planning Department anticipates it will have a standard trip count and intercept survey methodology developed and available to project sponsors at the time of data collection.				
(2) Travel Demand Information: The above trip count and survey information shall be able to provide the travel demand analysis characteristics (work and non-work trip counts, origins and destinations of trips to/from the project site, and modal split information), as outlined in the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review, October 2002, or subsequent updates in effect at the time of the survey.				
(3) Documentation of Plan Implementation: The TDM coordinator shall work in conjunction with the Planning Department to develop a survey (online or paper) that can be reasonably completed by the TDM coordinator and/or Transportation Management Association (TMA) staff members to document implementation of TDM program elements and other basic information during the reporting period. The project sponsors shall include this survey in the monitoring report submitted to the Planning Department.				
(4) Assistance and Confidentiality: The Planning Department will assist the TDM coordinator with questions regarding the components of the monitoring report and will assist the TDM coordinator in determining ways to protect the identity of individual survey responders.				
TDM Plan Adjustments. The project sponsors shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal. The TDM plan adjustments shall be made in consultation with Planning Department staff and may require refinements to existing measures (e.g., change to subsidies, increased bicycle parking), inclusion of new measures (e.g., a new technology), or removal of existing measures (e.g., measures shown to be ineffective or induce vehicle trips). If the Planning Department determines that the reduction goal has been met for eight consecutive reporting				

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periods, the TDM Plan in place at the time of the eighth consecutive successful reporting period shall be considered the final TDM Plan. If the monitoring results from three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, the TDM plan adjustments shall occur within 270 days after the last consecutive reporting period. The TDM plan adjustments shall occur until the monitoring results of three consecutive reporting periods demonstrate that the reduction goal is achieved. If after implementing TDM plan adjustments, the project sponsors have not met the reduction goal for up to eight consecutive reporting periods, as determined by the Planning Department, then the project sponsors may, at any time thereafter, elect to use another means to address the shortfall in meeting the TDM plan reduction target. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations. The anticipated shortfall shall be based on the shortfall that occurred in the most recently monitored year. Calculations of emissions to be offset shall be based on the total amount of emissions anticipated to be reduced by achieving the 15 percent TDM goal, adjusted for the actual percentage of aggregate daily one-way vehicle trip reduction achieved in the most recently monitored year. After paying this additional offset fee, the project sponsors shall continue to monitor, report and adjust their TDM Plan in accordance to this Mitigation Measure M-AQ-1f, to ensure that the shortfall from the reduction goal does not increase significantly over time for the duration of the term defined herein. At the end of that term, the project sponsors' monitoring, reporting, and adjusting obligations of MM-AQ-1f shall terminate, but the project sponsors shall continue to implement the final TDM Plan for the life of the project. The final TDM Plan shall be either a) the TDM Plan that met the reduction goal for eight consecutive reporting periods; or b) if the project sponsors have paid an additional offset fee, the TDM plan that achieved the highest reduction goal for any reporting period.				

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Wind Mitigation Measures				
Mitigation Measure M-WI-1a: Wind Impact Analysis and Mitigation for Buildings 100 Feet or Greater in Height During Partial Buildout With the goal of preventing a net increase in hazardous wind hours beyond those identified by prior wind tunnel testing conducted for this EIR during project construction, prior to obtaining a building permit for any project or variant building within the project site proposed to be at least 100 feet in height, the project sponsors shall undertake or cause their construction contractor(s) to undertake a wind impact analysis for such proposed building. a. The wind impact analysis shall be conducted by a qualified wind consultant approved by the Planning Department's Environmental Review Officer (ERO). The wind consultant shall review the proposed building design taking into account the building design and feasible mitigation required by Mitigation M-WI-1c. The wind consultant shall provide a qualitative analysis of whether the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR. The analysis shall compare the exposure, massing, and orientation of the proposed building to the same building in the representative massing models for the proposed project or variant. The comparison shall also analyze the potential wind impacts of the proposed building relative to existing conditions, those identified in the discussion of operational wind hazards, and to the City's wind hazard criterion. The existing conditions in this analysis shall be considered to include any existing buildings at the site, the as-built designs of all previously completed structures, and the then-current designs of approved but as-yet-unbuilt structures that would be completed by the time of occupancy of the subject building. b. If the qualified wind consultant determines that the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, but in the consultant's professional judgment, temporary measures would reduce such impact, the consultant shall notify the ERO and the building applicant. The consultant's professional judgment may be informed by the use of "desktop" analytical tools, such as computer tools relying on results of prior wind tunnel testing for the proposed project and other projects (i.e., "desktop" analysis does not include new wind tunnel testing). The analysis shall include consideration	Project sponsors, construction contractor, wind consultant, and Planning Department.	Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.	Planning Department, project sponsors, and wind consultant.	Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by mitigation measure M-WI-1a. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department for review and approval by the ERO, and this mitigation measure shall be considered complete upon the Planning Department and ERO's review and approval of the Wind Safety Plan.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
of wind location, duration, and speed of wind. The building applicant shall propose temporary measures to reduce wind hazards under partial build-out conditions to the extent feasible. Such temporary measures include but are not limited to the following measures: • At building corners, introduce hard landscaping such as localized porous/ solid screens, soft landscaping such as localized trees, or hedge plantings. • Install semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas. • Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. • Introduce temporary canopies and cabanas at outdoor seating areas. The wind consultant shall then reevaluate the building design(s) taking into account the temporary measures. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by this mitigation measure, no further review would be required.				
c. If the qualified wind consultant is unable to demonstrate that temporary measures would reduce wind hazard impacts under partial build-out conditions to less-than-significant levels, then wind tunnel testing or an equivalent method of quantitative evaluation shall be required. The proposed building shall be wind tunnel tested using a model that represents the proposed building in the context of existing partial build-out conditions. The testing shall include test points deemed appropriate by the consultant and agreed upon by the Planning Department to determine the wind performance of the building, such as building entrances and sidewalks. If the wind tunnel testing determines that the building's design, including temporary measures, would increase the hours of wind hazard or the extent of area subject to hazardous winds under partial build-out conditions beyond those identified for full build-out conditions by prior wind testing conducted for this EIR, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall propose feasible mitigation strategies including any of the above measures to reduce				

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wind hazards. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not create a net increase in hazardous wind hours or locations under partial build-out conditions beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, no further review would be required. d. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department and the ERO. The Wind Safety Plan shall include recommendations for site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. Site safety precautions can include, but not be limited to any of the following: • warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; and • identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds. The project sponsors shall ensure by conditions of approval for any construction activity, and the Planning Department shall ensure by conditions of approval for building permits and site permits, that the project sponsors and the subsequent building developer(s) cooperate to implement and maintain all measures and precautions identified by the wind consultant.				
Mitigation Measure M-WI-1b: Temporary Wind Reduction Measures during Construction For the active construction areas, the wind consultant may identify those construction sites that would be especially exposed to strong winds. The consultant may recommend construction site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. The objective of these precautions shall be to minimize risks and prevent injuries to workers and the public from stacked materials, such as shingles and sheets of plywood, that can be picked up and carried by strong winds, and from temporary signage, siding or roofing, or light structures that could be detached and carried by the wind. As part of construction site safety planning, the project sponsors shall require, as a condition of contracts, that contractors consider all potential wind-related risks to the public from their construction activities, and shall develop a safety	Project sponsors and construction contractor.	Wind safety plan would be prepared prior to issuance of grading, excavation, or demolition permits. The wind safety plan shall be in effect during construction activities and until the final certificate of occupancy is granted.	Planning Department.	Considered complete after the final certificate of occupancy for the last building is granted.

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plan to address and control all such risks related to their work. The safety plan could include but not be limited to measures such as: • warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; • identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds; and • installing semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas.				
Mitigation Measure M-WI-1c: Reduce Effects of Ground-Level Hazardous Winds through Ongoing Review In order to mitigate to the extent feasible new wind hazards created with full build-out under the proposed project or variant identified by prior wind testing, a wind impact analysis by a qualified wind consultant shall be required prior to building permit issuance for any building more than 100 feet tall. The purpose of this supplemental wind impact analysis would be to prevent the total duration of wind hazard exceedances across the project site from exceeding the total duration of wind hazard exceedances under full build-out conditions with the proposed project or variant determined in the Wind Tunnel Report, included in EIR Appendix H, based on the prior wind tunnel testing undertaken by BMT Fluid Mechanics (BMT). Based on the Wind Tunnel Report, the total number of wind hazard exceedance hours shall not exceed 767 hours. • The proposed building(s) shall be wind tunnel tested using a model that represents the current proposed building(s) defined as the building configurations assumed in the Wind Tunnel Report updated to reflect the design of any constructed buildings at the site and the as-built designs of all approved but yet unbuilt structures .The testing shall include the test points previously studied (see Table 3.9-1). If the wind tunnel testing determines that the building's design would increase the total duration of hazardous winds from the conditions identified in the Wind Tunnel Report, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall then propose feasible mitigation strategies, including any architectural features, to reduce the total duration of wind hazards. – At building corners, introduce hard landscaping such as localized porous/ solid screens, soft landscaping such as localized trees, or hedge plantings.	Project sponsors, construction contractor, wind consultant, and Planning Department.	Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.	Planning Department, project sponsors, and wind consultant.	Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not exceed the total number of wind hazard exceedance hours (767 hours) identified in prior wind tunnel testing conducted for the proposed project in the EIR.

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– Introduce canopies along building façades at the pedestrian level. – Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. – Introduce parapets, canopies, and cabanas at outdoor seating areas. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not increase the total duration of hazardous winds identified in prior wind tunnel testing conducted for this EIR, no further design modifications would be required. • If the wind consultant determines that even after the modifications of the design that the building(s) would result in greater than 767 wind hazard exceedance hours, the wind consultant shall work with the project sponsors, architect, and/or landscape architect to identify specific additional feasible measures that may include landscaping features and street furniture that would reduce the total duration of wind hazards to the extent feasible. The ability of the design alterations to reduce the wind hazard to the extent feasible shall be demonstrated by subsequent wind tunnel testing of the modified design and landscaping that compares the modified building design and landscaping to the wind hazard exceedance hours of 767 hours for the proposed project, no further review is required.				

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Biological Resources Mitigation Measures				
Mitigation Measure M-BI-1a: Prepare and Implement a Hydroacoustic Monitoring Program for Special-Status Fish and Marine Mammals Before the start of construction, the project sponsors shall prepare a hydroacoustic monitoring plan and obtain approval from NMFS. The plan shall be provided to NMFS for review and approval before construction. The plan shall provide details regarding the estimated underwater sound levels expected, sound attenuation methods, methods used to monitor and verify sound levels during pile-driving activities, and management practices to be taken to reduce pile-driving sound in the marine environment to below NMFS thresholds for injury to fish, as feasible, and below NMFS thresholds for marine mammals. The plan shall include but not be limited to the following measures for special-status fish: • All steel pilings shall be installed with a vibratory pile driver to the deepest depth practicable. An impact pile driver may be used only where necessary to complete installation of the steel pilings, in accordance with seismic safety or other engineering criteria. • The smallest pile driver and minimum force necessary shall be used to complete the work. • The hammer shall be cushioned using a 12-inch-thick wood block during all impact hammer pile-driving operations to the extent feasible. • A bubble-curtain, air barrier, or similar technology shall be employed during all impact pile-driving activities. • A "soft start"[1] technique shall be employed upon initial pile-driving activities every day to allow fish an opportunity to vacate the area. • During impact pile driving, the contractor shall limit the number of strikes per day to the minimum necessary to complete the work. • No pile driving shall occur at night. • During impact pile driving, a qualified fish biologist shall monitor the project site for fish that exhibit signs of distress. If fish are observed rising to the surface, work shall be halted by the biologist, and the cumulative SEL up to	Project sponsors, with direction from NMFS.	Prior to the start of pile driving in the Bay.	Project sponsors to prepare a hydroacoustic monitoring plan and obtain approval from NMFS.	Considered complete upon review and approval of the sound attenuation and monitoring plan by NMFS and after the conclusion of all in-water pile driving activities.

[1] Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 20 minutes.

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that point shall be examined. If the cumulative SEL is close to or exceeds the threshold, then pile-driving activities will cease until the next day. • All pile-driving and pile-removal activity shall be monitored by a NMFS-approved biological monitor before and during all pile driving. The biological monitor shall maintain a monitoring log of daily pile-driving activities, any field sound measurements, fish sightings, and implementation of soft-start and shutdown requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile removal activities). • The hydroacoustic monitoring program shall incorporate NMFS-recommended work windows to avoid impacts on special-status fish species that have the potential to occur at the project site during only certain portions of the year. This includes limiting work between December 1 and May 31 to avoid impacts on steelhead and green sturgeon, and monitoring for herring spawning events in the vicinity of the project site between December 1 and February 29. In the event that monitoring identifies a herring spawning event that could be affected by project-related construction activities, all in-water work shall be temporarily halted. In-water work shall not resume until a qualified biologist determines that no additional impact on spawning herring would occur. The project sponsors shall coordinate with the NMFS Office of Protected Resources pursuant to the Marine Mammal Protection Act to develop an appropriate plan and monitoring program for potential effects to species during noise generating work. The plan shall include but not be limited to the following measures for marine mammals: • Zones of influence shall be based on the estimated NMFS injury threshold contours for the different marine mammals. These zones of influence may be modified, based on subsequent analysis of the actually proposed piles, equipment, and activity before construction, but only with the approval of NMFS. • Hydroacoustic monitoring according to the hydroacoustic monitoring plan shall be completed during initial pile driving to verify projected isopleths for pile driving and removal. The plan shall require real-time hydroacoustic monitoring for a sufficient number of piles to determine and verify modeled noise isopleths. The safety zones established before construction may be modified, based on field measurements of different pile-driving activity, if the field measurements indicate different threshold contours than estimated				

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before construction, but only with the approval of NMFS. • During pile-driving and pile-removal activity, a NMFS-approved marine mammal observer would monitor the work area for marine mammal presence. If a marine mammal is observed in or swimming into an unauthorized zone of influence, work would stop until the animal was observed, or determined to be, outside of the area of potential injury. • A "soft start"[2] technique shall be employed each day upon commencement of pile-driving activity, any time after pile-driving activity ceases for more than 1 hour, and any time after pile-driving activity shuts down because a marine mammal has entered a safety zone. • All pile-driving and pile-removal activity shall be monitored by an NMFS-approved biological monitor before and during all pile driving to inspect the work zone and adjacent Bay waters for marine mammals and implement the safety zone requirements described above. The biological monitor shall maintain a monitoring log of daily pile-driving activities; any field sound measurements; marine mammal sightings; and implementation of soft-start, shutdown, and safety-zone requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile-removal activities).				
Mitigation Measure M-BI-1b: Implement Avoidance and Minimization Measures for Special-Status Species The project sponsors and the project construction contractor(s) they procure shall implement the following avoidance and minimization measures for special-status species: • **Implement a Worker Environmental Awareness Program (WEAP):** An education program shall be developed and implemented by a qualified biologist and attended by all construction personnel performing demolition or ground-disturbing work before such work commences on-site. Upon completion of the program, employees shall sign a form stating that they attended the training session and understand all conservation and protection measures. All future construction personnel shall be required to attend the presentation (either an in-person presentation or a recording of the prior presentation) and sign the form before beginning work on the project site. The signed forms shall be kept on file for the duration of construction and	Project sponsors, construction contractor, and qualified wildlife biologist.	Worker Environmental Awareness Program shall be developed and implemented prior to receiving a grading, demolition, or excavation permit. Other measures ongoing during construction.	Planning Department.	Considered complete after the conclusion of construction activities and after the Worker Environmental Awareness Program attendance forms are provided to the Planning Department.

[2] Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers will initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 15 minutes.

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provided to the City and County of San Francisco upon request. The WEAP shall include but not be limited to education on: (a) applicable State and federal laws, environmental regulations, project permit conditions, and penalties for noncompliance; (b) special-status plant and animal species with the potential to be encountered on or in the vicinity of the project site during construction; (c) avoidance measures and a protocol for encountering special-status species, including a communication chain; (d) preconstruction surveys and biological monitoring requirements associated with each phase of work and at specific locations within the project site (e.g., shoreline work), as biological resources and protection measures will vary depending on the location of work on the site, the time of year, and the type of construction activity; (e) known sensitive resource areas in the project vicinity that are to be avoided and/or protected, as well as approved project work areas, access roads, and staging areas; and (f) BMPs (e.g., straw wattles or spill kits) and their locations around the project site for erosion and species exclusion, in addition to general housekeeping requirements. • **Avoid Attracting Predators:** To eliminate attractions for predators, all food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in solid, closed containers (trash cans) and removed from the entire construction site at the end of each working day. • **Avoid Entanglement:** Tightly woven fiber netting or similar material shall be used at the project site for erosion control or other purposes to ensure that individuals are not trapped. This limitation shall be communicated to the contractor through use of special provisions included in the bid solicitation package. Plastic monofilament netting (erosion control matting) or similar material shall not be used at the project site because special-status species may become entangled or trapped in it.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-BI-1c: Prepare and Implement a Vegetation Restoration Plan and Compensatory Mitigation • To restore temporarily affected habitat, the project sponsors shall prepare and implement a vegetation restoration plan with detailed specifications for minimizing the introduction of invasive weeds and restoring all temporarily disturbed areas, and shall ensure that the contractor successfully implements the plan. The plan shall indicate the best time of year for seeding to occur. To facilitate preparation of the plan, the project sponsors shall ensure that, before construction, a botanist (experienced in identifying sensitive plant species in the project area) performs additional preconstruction surveys of the areas to collect more detailed vegetation composition data, including species occurrence, vegetation characterization (e.g., tree diameter size), and percent cover of plant species. Photo documentation shall be used to show pre-project conditions. The minimum weed control and restoration measures and the success criteria to be included in the vegetation restoration plan are described below. **Invasive Weed Control Measures** Invasive weeds readily colonize soils that have been disturbed by grading or other mechanical disturbance. The project sponsors shall incorporate the following measures into the construction plans and specifications to prevent the spread of invasive weeds into nearby areas: (a) Construction equipment shall arrive at the project area free of soil, seed, and plant parts to reduce the likelihood of introducing new weed species. (b) Any imported fill material, soil amendments, gravel, etc., required for construction and/or restoration activities that would be placed within the upper 12 inches of the ground surface shall be free of vegetation and plant material. (c) Certified, weed-free, imported erosion-control materials (or rice straw in upland areas) shall be used exclusively, as applicable (this measure concerns biological material and does not preclude the use of silt fences and other measures). (d) The environmental awareness training program for construction personnel shall include an orientation regarding the importance of preventing the spread of invasive weeds. (e) To reduce the seed bank in weed-dominated ruderal areas, the	Project sponsors, qualified botanist (experienced in identifying sensitive plant species in the project area), and USFWS/CDFW, if necessary.	Ongoing during construction.	Planning Department to review and approve a vegetation restoration plan.	Considered complete after the vegetation restoration plan is reviewed and approved by the Planning Department, after permanently affected areas have been mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW, and after a qualified biologist has monitored the re-vegetated areas for a period of 5 years, or as otherwise determined by the applicable resource agencies.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
contractor shall mow, disk, apply spot-applications of herbicide to weeds, and/or remove weeds, as appropriate (i.e., before seed set and dispersal) and before surface clearing and site preparation. (f) Before tracked and heavy construction equipment leaves the project area, any accumulation of plant debris, soil, and mud shall be washed off the equipment or otherwise removed on-site, and air filters shall be blown out. (g) No invasive species shall be used in any restoration seeding. (h) Implementation of these measures during construction and site restoration activities shall be verified and documented by a biological or environmental monitor. **Minimum Restoration Measures** Restoration areas are portions of the project area that would be disturbed during project-related construction activities but would subsequently be restored to their preconstruction conditions, or better. No soil containing plant materials may be used for revegetation to avoid inadvertent introduction of nonnative plant pathogens like phytophthora (*Phytophthora* sp.). To restore temporarily disturbed areas, the project sponsors shall ensure the following: (a) Native coastal scrub and tidal marshland areas shall be reseeded with a native seed mix or replanted with native stock. (b) For any tree to be removed, RPD and BUILD shall ensure that replacement trees are planted within or in the vicinity of the project area as follows: • Trees shall be replaced within the first year after the completion of construction or as soon as possible in an area where construction is completed, during a favorable time of year as determined by an arborist or biologist with experience in restoration. • Selection of replacement sites and installation of replacement plantings shall be supervised by an arborist or biologist with experience in restoration. Irrigation of tree plantings during the initial establishment period shall be provided as deemed necessary by an arborist or biologist with experience in restoration. • An arborist or biologist with experience in restoration shall monitor new plantings at least once a year for 5 years or as otherwise determined by the applicable resource agencies.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Any replacement plantings installed as remediation for failed plantings shall be planted as stipulated here for original plantings, and shall be monitored for 5 years after installation, or as otherwise determined by the applicable resource agencies.				
Minimum Success Criteria				
Unless the applicable resource agencies determine that different but equivalent or more stringent criteria should be applied, the success criteria for restoring temporarily disturbed areas shall be as follows:				
(a) All temporarily disturbed areas shall be restored to approximately their baseline condition. Vegetation cover shall be at least 70 percent of the baseline; that is, absolute cover of the revegetation site shall be no less than 70 percent of the baseline absolute cover of native and naturalized species (i.e., excluding target invasives). Cover in the revegetation site shall contain no more than 10 percent absolute cover of target invasives or no more cover of invasives than the baseline, whichever is greater.				
(b) Vegetation in restoration areas shall be functional, fully established, and self-sustaining as evidenced by successive years of healthy vegetative growth; observed increase in vegetative cover, canopy cover, and/or plant height; and successful flowering, seed set, and/or vegetative reproduction over the 5-year monitoring period.				
(c) Revegetation work shall start within 1 year of construction completion.				
(d) Revegetation shall be monitored at least once a year for 5 years or as otherwise determined by the applicable resource agencies.				
(e) Individual native trees shall have 65 percent survivorship by the fifth monitoring year.				
(f) Restoration areas shall be monitored for target invasive plants quarterly in the first 5 years after replanting. If invasive plants are found during the 5-year monitoring period, they shall be removed as necessary to support meeting the cover and vegetation composition success criteria.				
(g) Monitoring and maintenance shall continue until the minimum success criteria specified in parts (a) through (e) are met, or as otherwise determined by the applicable resource agencies.				
Compensatory Mitigation				
The project sponsors shall fully compensate for permanent losses of developed open water, open water, seasonal wetland, wetland swale, tidal marsh including areas of bare ground and beach, and nonwetland waters				

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(2.11 acres total) as defined in Table 3.1-5. In addition, the project sponsors shall fully compensate the permanent loss of native coastal scrub (0.77 acre). Compensatory mitigation may occur through the creation of habitat on-site at any of the four project site properties, or through purchase of credits at an off-site mitigation bank. Permanently affected areas shall be mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW.				
Mitigation Measure M-BI-1d: Avoid Ridgway's Rail Habitat During the Nesting Season To the extent feasible, the start of construction activities within 700 feet of Heron's Head Park shall be scheduled to avoid the Ridgway's rail nesting season. The nesting season for Ridgway's rail extends from February 1 through August 31. If construction must occur during the Ridgway's rail nesting season, the following measures shall be implemented: A USFWS-approved protocol-level survey for Ridgway's rail (following the June 2015 USFWS Survey Protocol) shall be conducted in Ridgway's rail habitat (Heron's Head Park) within 700 feet of planned construction activities. (b) If Ridgway's rail activity centers are detected, the findings shall be reported to USFWS and project activities occurring within 700 feet of Ridgway's rail activity centers shall be limited to the period from September 1 through January 31, outside of the Ridgway's rail nesting season.	Project sponsors and a qualified wildlife biologist (if necessary).	Ongoing during construction within 700 feet of Heron's Head Park between February 1 and August 31.	USFWS and Planning Department	If construction activities within 700 feet of Heron's Head Park occurs between September 1 and January 31, M-BI-1d shall be considered complete upon review and approval of construction schedule by Planning Department. If construction activities within 700 feet of Heron's Head Park occurs between February 1 and August 3, M-BI-1d shall be considered complete upon reporting the findings of a USFWS-approved protocol-level survey for Ridgway's rail to USFWS prior to the start of construction.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-BI-1e: Avoid Nests during Bird Nesting Season To the extent feasible, the start of construction activities shall be scheduled to avoid the nesting season. The nesting season for most birds, including most raptors, extends from February 1 through August 31. If construction must occur during the nesting season, the following measures shall be implemented: (a) Preconstruction surveys for nesting birds shall be conducted by a qualified biologist no more than 14 days before the initiation of construction and demolition activities. During these surveys, the qualified biologist shall inspect all potential nesting habitats (e.g., trees, shrubs, grasslands, and buildings) within 300 feet of impact areas for raptor nests and within 100 feet of impact areas for nests of nonraptors. If an active nest (i.e., a nest with eggs or young, or any completed raptor nest attended by adults) is found sufficiently close to work areas to be disturbed by these activities, the qualified biologist shall determine the extent of a disturbance-free buffer zone to be established around the nest until the young are fledged or the nest is otherwise abandoned as determined by a qualified biologist (typically 250 feet for raptors and 50–100 feet for other species), to ensure that no nests of species protected by the Migratory Bird Treaty Act and California Fish and Game Code would be disturbed during project implementation. (b) If construction activities are not initiated until after the start of the nesting season, potential nesting substrate (e.g., bushes, trees, grasses, and other vegetation) that is scheduled to be removed by the project may be removed before the start of the nesting season (e.g., before February 1) to reduce the potential for initiation of nests.	Project sponsors, construction contractor, and a qualified wildlife biologist (with CDFW/ USFWS consultation, if necessary).	Ongoing during construction between February 1 and August 31.	Contractor/wildlife biologist/Planning Department: Contractor to provide detailed construction schedule to Planning Department to confirm affected activities fall outside nesting season or removal of trees and/or structures occurs outside breeding season. If necessary, wildlife biologist to complete a memorandum detailing the survey effort and results and submit the memorandum to the project sponsors and Planning Department staff within 7 days of survey completion and no more than 14 days before the initiation of construction and demolition activities. Planning Department staff to review and approve report.	If construction would occur outside of nesting bird season, M-BI-1e shall be considered complete upon review and approval of construction schedule by Planning Department. If construction would occur during nesting bird season, M-BI-1e shall be considered complete upon review and approval of nesting surveys by Planning Department.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Hydrology and Water Quality Mitigation Measures				
Mitigation Measure M-HY-1a: Monitor Turbidity during Construction The project sponsors shall require their construction contractor to monitor turbidity associated with construction of the pier and floating dock and removal of piles and old piers. The contractor shall prepare a turbidity monitoring plan, including product information on monitoring equipment, proposed monitoring locations, and procedures to follow if turbidity increases above background levels. The turbidity monitoring plan shall include the following provisions: (1) Before beginning work, the contractor shall monitor turbidity and light levels at the level of the eelgrass, or other as deemed appropriate by the resource agencies if no eelgrass is present, to establish a baseline. The contractor shall also set buoys out to establish background water quality monitoring points upstream and downstream of the site (based on existing currents and tides at the site). The contractor shall monitor turbidity and light at low, middle, and high tides during typical work hours for several days before beginning work. The project sponsor's contract owner's representative will review and approve the background monitoring station locations before monitoring. (2) During removal of the piles, the contractor shall monitor turbidity and light levels no less than daily or as required by the project's or variant's 401 water quality certification issued by the San Francisco Bay RWQCB or other applicable permits, at the same locations as required for baseline monitoring, as well as within the work area. The contractor shall notify the lead inspector or other on-site individual oversecing the contractor immediately when there is an exceedance of the required water quality criteria (turbidity and light levels) that have been established either in the 401 water quality certification or with the San Francisco Bay RWQCB. If the lead inspector or other identified individual determines, in coordination with the environmental compliance manager, that water quality criteria have been exceeded, demolition activities must cease until turbidity is reduced to meet the criteria. In the event an exceedance occurs, a silt curtain or floating debris booms may be deployed to contain suspended materials and prevent their broader dispersal. The deployment of these additional measures shall be contingent on whether conditions (e.g., water depth, substrate materials, wave action) are appropriate, as determined by the lead inspector.	Project sponsors and construction contractor, through coordination with the RWQCB.	Contractor shall monitor turbidity and light levels of the water prior to receiving a grading, demolition, or excavation permit. Other monitoring activities shall be ongoing during construction.	Planning Department or other City agency, in consultation with the RWQCB, to review and approve the turbidity monitoring plan.	Considered complete when the turbidity monitoring plan has been reviewed and approved by the Planning Department and after the end of construction activities.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-HY-1b: Implement Pile Removal Best Management Practices One of the following two separate procedures shall be utilized to remove piles based on information regarding local sediment conditions: • If there is reason to believe that the sediment is contaminated beyond the typical ambient levels of various in-Bay pollutants other than creosote, which is inferred to be present, the construction contractor shall cut the piling at the mudline. • If there is no reason to believe the sediment is contaminated beyond typical ambient levels, the contractor shall attempt to remove each piling in its entirety by pulling the piling straight out. The decision regarding the method of removal also depends on the condition of the piling. Generally, the construction contractor shall be prohibited from using vibration or a back-and-forth, rocking movement intended to snap the piling because this generally increases turbidity. Moreover: • If, before the contractor attempts to remove an entire piling, visual inspection of the pilings indicates that the pilings lack the necessary integrity to be pulled without splintering, crumbling, or otherwise disintegrating, the contractor shall instead cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. • If, during attempts to use direct pulls on the piling to remove it, the piling breaks at a level higher than 2 feet below the mudline, the contractor shall cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. Because the condition of the piles' structural integrity is not fully nor precisely known, RPD or, for the 700 Innes property, BUILD shall investigate pile integrity after submitting the various permitting documents to the regulatory agencies. A brief memorandum on that investigation (referred to below as the "removal memo") shall be delivered to the agencies to inform them of the pile conditions and the expectation of whether pilings can be removed by pulling without crumbling. The following practices shall be followed during pile removal efforts: • Pilings and other debris may be removed from land or require removal from the water using barge-mounted equipment. For non-land-based removal of piles, the following measures shall be implemented to the extent feasible:	Project sponsors and construction contractor, RWQCB, USACE.	Ongoing during pile removal activities.	Planning Department or other City agency, in consultation with the RWQCB, USACE, or U.S. Coast Guard, to review and approve the methodology for the post-demolition diver survey.	Considered complete after the Planning Department has reviewed and approved the post-demolition diver survey results.

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– Removal of the pilings and other debris shall be carried out using an excavator mounted on a shallow-draft barge equipped with both grappling and shearing attachments. Shallow-draft barges generally require at least 5 feet of water above the sea floor or any submerged debris. Depending on specific site conditions and the construction barge chosen, it may be possible to float the barge into position at high tides, let it settle on the intertidal mudflats to continue working at low tides, and then be lifted by the next high tide.				
– Existing eelgrass or oyster beds shall be avoided.				
– The barge shall be designed to prohibit sediment or debris from falling back into the water. The work surface on the barge deck shall include a containment basin for piles, concrete, and any mud or sediment removed during pulling. Upon removal from substrate, the piles shall be moved expeditiously from the water into the containment basin.				
– When depths limit access to barges or sensitive resources are present, piles may be manually cut by divers using a pneumatic or hydraulic saw or shears.				
– Once the piles are cut, they may be towed out to deeper water to a waiting barge or to a landside staging area for loading and removal.				
• The holes left after pile removal shall not be actively filled. Attempting to fill the holes would lead to increased sediment disturbance and unnecessary increases in turbidity. It is expected that sediment deposition will rapidly fill in any holes that are left.				
• The removed piles, as well as any decking or other materials, shall be loaded onto a barge and/or transported back to the contractor's staging area where the concrete shall be separated from the other materials and recycled or disposed of off-site as appropriate at a permitted facility.				
• Once the removed debris is on land, the pilings and planks shall be cut to 5-foot lengths and dried out before being hauled to a landfill for disposal.				
• The removed piles shall be placed into containment basins that will collect the water, residual creosote, and other materials that may drain off of them. The collected water will eventually evaporate, and the residual creosote and other materials shall be placed into barrels for disposal at an appropriate Class 2 landfill.				
• The removal method(s) utilized for each site shall be described in the removal memo.				

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• Jetting away the sediments around the piles is prohibited. Where the method selected is expected to generate concrete chips or dust in the water, a special curtain shall be deployed around the individual pile so the contractor may capture any concrete pieces for off-site disposal. • Intentional breaking of timber piles above the mudline is prohibited. • The piles shall not be shaken, hosed off, stripped or scraped off, or left hanging to drip, nor shall any other action be taken with the intent of cleaning or removing adhering material from the pile. • Any sediment accumulated from the pile removal operations shall be assumed to contain creosote and shall be contained and eventually tested and disposed off-site in an appropriate landfill. • Upon completion of demolition and removal of the pilings (and any associated wharfing or decking), the contractor shall perform a post-demolition diver survey in the project area. The survey shall document the quantity and type of pilings stubs above the mudline and the condition of the Bay floor, and shall identify the quantities and types of debris from previous operations and/or from the demolition activities that remain on the Bay floor. • The contractor shall submit the results of the survey to RPD or, for the 700 Innes property, to BUILD for approval, with descriptions of its approach to removal of the piling stubs and debris. RPD (or BUILD) may elect to leave some debris in place if it has established eelgrass growing on it. After this submittal is approved, the contractor can proceed with removal of piling stubs and debris. • Identified piling stubs shall be cut off at 2–3 feet below the mudline if possible. • Bay floor debris including fallen timber piles, steel piping, concrete, and other miscellaneous items shall be removed as they are encountered during demolition activities. • All Bay floor debris within the project limits that is not treated with creosote shall be removed unless such removal would involve disturbing eelgrass. Timber piles that are not shown on the design plans but are encountered during operations shall be removed. Other items not shown on the design plans or mentioned in the specifications, but that are encountered during the contractor's operations, shall be brought to the attention of the lead engineer. The lead engineer shall determine the disposition of the items. • All removed debris shall be transported to the contractor's staging area and recycled or disposed at a permitted landfill facility.				

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• The contractor owner shall confirm that Bay floor debris has been removed by conducting a post-construction side-scan sonar study. • Existing concrete slabs and concrete debris along the shoreline shall be left in place to avoid destabilizing the embankment. All other timber and metal debris along shoreline shall be removed and disposed. • The following BMPs shall be used to prevent the release of hazardous wastes and minimize creosote release, sediment disturbance, and generation of total suspended solids during demolition operations: – Install a floating surface boom to capture floating surface debris. – Keep all equipment (e.g., bucket, steel cable) out of the water and grip piles above the waterline. – Slowly lift the pile from the sediment and through the water column. – Dispose of all removed timber piles, floating surface debris, sediment spilled on work surfaces, and all containment supplies at a permitted upland disposal site that accepts creosote-treated wood and materials contaminated with creosote. • The following BMPs shall be implemented by the construction contractor for handling creosote-containing materials, spill prevention and containment, erosion and sedimentation prevention, and monitoring requirements: – During demolition activities, a floating boom and skirt shall be deployed around the project site and absorbent booms and pads shall be provided on marine vessels on-site. – Silt fences, straw wattles, and other measures determined appropriate for erosion and sediment control shall be implemented in upland areas. – Waste at the demolition site, such as discarded demolition materials, chemicals, litter, and sanitary waste, shall be properly controlled. – Vessel fueling shall be required at the contractor's staging area or at an approved docking facility. No cross-vessel fueling shall be allowed. Marine vessels generally shall contain petroleum products within tankage that is internal to the hulls of the vessels. All deck equipment shall be equipped with drip pans to contain leaks and spills. All fuels and lubricants aboard the work vessels shall have a double containment system. Chemicals used in the project area and on marine vessels shall be stored using secondary containment.				

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Mitigation Measure M-HY-1c: Use Clamshell Dredges To reduce resuspension of sediments and impacts on water quality when conducting dredging activities, clamshell dredges shall be used for all dredging activities. Using clamshell dredges causes dredged material to descend rapidly through the water column to the Bay bottom, with only a small amount of sediment remaining suspended, thus resulting in minimal turbidity impacts.	Project sponsors and construction contractor.	Prior to obtaining a grading, excavation, and demolition permit, and ongoing during construction.	Planning Department or other City agency to ensure compliance with this measure prior to approving a grading, excavation, and demolition permit.	Considered complete once the project sponsors and contractor demonstrate to the satisfaction of the Planning Department that Clamshell Dredges will be used.
Hazards and Hazardous Materials Mitigation Measures				
Mitigation Measure M-HZ-2a: Prepare and Implement a Site Mitigation Plan for Areas Above the Mean High-Water Line Before obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line, the project sponsors shall comply with the requirements of San Francisco Health Code Article 22A, by causing a qualified person to prepare and submit a site mitigation plan to DPH for review and approval. The project sponsors shall implement the approved site mitigation plan. At a minimum, the site mitigation plan shall: • Establish appropriate site-specific cleanup targets, to be reviewed and approved by DPH, that are protective of human health and environment based on the proposed future land use(s). At a minimum, these targets shall be equal to, or more protective, than the following: – For the India Basin Shoreline Park, 900 Innes, and India Basin Open Space properties: The HHSLs (for land to be used for recreational purposes) or the EHSLs (for land to be used for tidal marsh or wetlands) as established in the draft site mitigation plan (RPD, 2017a). – For the 700 Innes property: San Francisco Bay RWQCB ESLs for residential use. • Delineate the extent of soil and/or groundwater contamination at levels exceeding the plan's cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The site mitigation plan should include figures and drawings showing areas and depths of soil excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A, including:	Project sponsors and construction contractor.	Prior to obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line.	Department of Public Health to review and approve the plans listed in M-HZ-2a.	Considered complete once the final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

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– Removal of soil and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul. – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. The tracking of dirt by trucks leaving the project site shall be minimized by cleaning the wheels upon exit and cleaning the loading zone and exit area as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil, followed by a cap of clean soil or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan (HASP) to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or				

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regular health and safety meetings, and to the project sponsors. The HASP shall be submitted to DPH at least 2 weeks before the beginning of construction activities. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				
• Require preparation of a deep foundation plan that will specify construction and soil handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment.				
• Require preparation and implementation of required construction-related documents, including odor and noise control measures and a SWPPP.				
• Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction, and that complies with San Francisco Health Code Article 22B. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529.				
• Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited.to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Include a commitment to prepare and certify a final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.				
Mitigation Measure M-HZ-2b: Prepare and Implement a Nearshore Sediment and Materials Management Plan for Areas Below the Mean High-Water Line Before obtaining a permit for any work Bayward of the MHW line, the project sponsors and their construction contractors shall prepare and implement a nearshore sediment and materials management plan. The plan shall identify, as appropriate, such measures as sediment excavation, containment, or treatment of the hazardous materials, monitoring and follow-up testing, and procedures for safe handling and transportation of any materials removed from the nearshore. This plan shall be submitted to the relevant permitting agencies for their review and approval, before work begins below the MHW line. The plan shall: Establish appropriate site-specific cleanup targets for nearshore sediment that are protective of tidal marsh habitat. The cleanup targets must be approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency. At a minimum, these targets shall be equal to, or more protective, than the EHSLs established in the draft site mitigation plan (RPD, 2017a). • Delineate the extent of nearshore sediment contamination at levels exceeding the plan's cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The plan should include figures and drawings showing areas and depths of sediment excavation or treatment, waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A of the San Francisco Health Code, including: – Removal of sediments and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul.	Project sponsors and construction contractors.	A nearshore sediment and materials plan shall be prepared prior to obtaining any permit from the City for development activities involving work Bayward of the MHW line.	San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency shall review and approve the nearshore sediment and materials management plan. A licensed industrial hygienist shall review and approve a HASP. BAAQMD shall review and approve an asbestos dust mitigation plan for India Basin Shoreline Park.	Considered complete once the HASP, asbestos dust mitigation plan, and nearshore sediment and materials management plan is reviewed and approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency, and after the final project report documenting implementation of the nearshore sediment and materials management plan and its provisions is reviewed by these agencies.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-removal confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated sediments, followed by a cap of clean sediments or hard surface materials; operation and maintenance protocols for any disturbance of contaminated sediments; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529.				
• Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP.				
• Require preparation of a deep foundation plan that will specify construction and sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying sediments or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment.				
• Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures,. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan.				
• Include a commitment to prepare and certify a final project report documenting implementation of the nearshore sediment and materials management plan and its provisions after completion of site earthwork has been completed and any required mitigating measures have been installed.				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-HZ-2c: Prepare and Implement a Remedial Action Plan for the 900 Innes Property Before obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan approved by the San Francisco Bay RWQCB. The RAP must specify the actions that will be implemented to remediate the significant environmental or health and safety risks caused or likely to be caused by the presence of the identified release of hazardous materials in light of project activities. All recommendations of the RAP that affect project design shall be implemented and incorporated into the detailed design of the proposed project or variant. As appropriate and consistent with requirements in San Francisco Health Code Articles 22A and 22B and San Francisco Bay RWQCB standards, the plan and its implementation shall at a minimum: • Establish appropriate site-specific cleanup targets that are protective of human health and the environment, based on the proposed future land use(s). At a minimum, the cleanup targets shall be equal to or more protective than the remedial action goals established in the conceptual RAP (RPD, 2017f). In the conceptual RAP, remedial action goals for upland areas are based on HHSL for recreation use; remedial action goals for offshore sediments are based on a review of COPCs identified at the property, comparative ecological screening values, and published action goals that have been adopted at other nearby tidal restoration projects. • Delineate the extent of soil, sediment, and/or groundwater contamination at levels exceeding the plan's cleanup targets. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The RAP should include figures and drawings showing areas and depths of soil and sediment excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, including: – Removal of soil, sediment, and other materials shall be performed by a licensed engineering contractor with a Class A license and hazardous substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic	Project sponsor of the 900 Innes property and construction contractor.	Prior to obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan.	San Francisco Bay RWQCB shall review and approve the remedial action plan.	Considered complete once the final project report documenting implementation of the remedial action plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
sheeting pending relocation, segregation, or off-haul. – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil/sediment, followed by a cap of clean soil/sediment or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils/sediment; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP. • Require preparation of a deep foundation plan that will specify construction and soil/sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil/sediment or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan. • Include a commitment to prepare and certify a final project report documenting implementation of the RAP and its provisions after site earthwork has been completed and any required mitigating measures have been installed.				

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Aesthetics Improvement Measure				
Improvement Measure I-AE-1: Prepare and Implement Construction Staging, Access, and Parking Plan to Reduce Impacts on Visual Character/Quality During Construction. As an improvement measure to further reduce impacts of project construction activities on the visual character/quality of the site, construction documents should require all construction contractors to provide for the cleanliness of construction equipment stored or driven outside of the limits of the construction work area. Construction equipment, including equipment used for staging, should be parked on the project site. Staging areas should be screened from view at street level with solid wood fencing or a green fence for areas under construction for extended periods of time. Before the issuance of building permits, the project sponsors (through the construction contractor[s]) should submit a construction staging, access, and parking plan to the San Francisco Department of Building Inspection for review and approval. Construction worker vehicles should not be parked at on-street parking spaces.	Project sponsor and contractor	Before the issuance of building permits and during construction.	Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities have ended.
Transportation and Circulation Improvement Measures				
Improvement Measure I-TR-2V: Reconfigure Southbound Approach at Jennings Street/Evans Avenue/Middle Point Road under the Variant To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the southbound Jennings Street approach of the Jennings Street/Evans Avenue/Middle Point Road intersection to include a 100-foot left-turn pocket. Adding this turn pocket to the intersection would require that SFMTA restrict parking along the west side of Jennings Street, resulting in the removal of approximately five parking spaces. The project sponsors should fund their fair-share cost of the design and implementation of this improvement. Responsibility for funding the implementation of the improvement measure under the variant would be based on the relative contribution of each of the four project site properties to the increase in traffic volumes at the intersection. At this	SFMTA, in coordination with FivePoint (developer of the Shipyard project)	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-TR-2V	SFMTA	Project sponsor's obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property. FivePoint (developer of the Shipyard project) has committed to signalizing the intersection as part of the Shipyard project, and the improvements described above should be coordinated with this effort. Should the changes required at this location as part of the Shipyard project be completed before a decision to implement the proposed left-turn pocket, the project sponsors would be responsible for funding and implementing the improvement measure.				
Improvement Measure I-TR-6: Implement Queue Abatement Strategies It should be the responsibility of the owner/operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces (excluding loading and carshare spaces) to ensure that recurring vehicle queues do not occur regularly on the public right-of-way. A vehicle queue is defined as one or more vehicles (destined to the parking facility) blocking any portion of any public street, alley, or sidewalk for a consecutive period of three minutes or louger on a daily or weekly basis. If a recurring queue occurs, the owner/operator of the parking facility should employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable). Suggested abatement methods include, but are not limited to, the following: redesign of facility to improve vehicle circulation and/or on-site queue capacity; employment of parking attendants; installation of "LOT FULL" signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of off-site parking facilities or shared parking with nearby uses; use of parking occupancy sensors and signage directing drivers to available spaces; travel demand management strategies such as additional	Property owner/garage operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces, and Planning Department.	On-going through the life of the project.	The owner/operator of the parking garage and the Planning Department.	On-going through the life of the project.

Table 2: Improvement Monitoring and Reporting Program

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Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
bicycle parking, customer shuttles, or delivery services; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking. If the Planning Director, or his or her designee, reasonably believes that a recurring queue is present, the Planning Department should notify the property owner in writing. The Property Owner would have no less than 45 days to take reasonable measures to abate the queues. If, after 45 days, the Planning Director, or his or her designee, reasonably believes, upon further examination, that the abatement measures have not been effective, then the Planning Director may suggest additional measures or may request that the owner/operator hire a qualified transportation consultant to evaluate the conditions at the site for no less than 7 days. The consultant would prepare a monitoring report to be submitted to the Planning Department r review. If the Planning Department determines that a curring queue does exist, the facility owner/operator would nave 90 days from the date of the written determination to implement measures to abate the queue.				
Improvement Measure I-TR-7: Implement an Active Loading Management Plan If the project sponsor for the 700 Innes property proposes to provide fewer loading spaces than required under the Special Use District (SUD) for the proposed project or variant, the project sponsor should, at their discretion, develop an Active Loading Management Plan for review and approval by the Planning Department to address operational loading activities. The Active Loading Management Plan would facilitate efficient use of loading spaces and may incorporate the following ongoing actions to address potential ongoing loading issues: • Direct residential and commercial tenants to schedule all move-in and move-out activities and deliveries of large items (e.g., furniture) with the management for their respective building(s). • Direct commercial and retail tenants to schedule deliveries, to the extent feasible. • Reduce illegal stopping of delivery vehicles by directing	Project sponsor for 700 Innes, building operator, Planning Department, and SFMTA.	If implemented, the final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage.	The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward.	If implemented, monitoring of the Final Active Loading Management Plan would be required until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals.

Table 2: Improvement Monitoring and Reporting Program

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Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
building lobby attendants and retail tenants to notify any illegally stopped delivery personnel (i.e., in the red zones) that delivery vehicles should be parked in the on-street commercial loading spaces. • Design the loading areas to include sufficient storage space for deliveries to be consolidated for coordinated deliveries internal to project facilities (i.e., retail and residential). • Design the loading areas to allow for unassisted delivery systems (i.e., a range of delivery systems that eliminate the need for human intervention at the receiving end), particularly for use when the receiver site (e.g., retail space) is not in operation. Examples include the receiver site providing a key or electronic fob to loading vehicle operators, which enables the loading vehicle operator to deposit the goods inside the business, or in a secured area that is separated from the business bnt accessible from a public ROW. A final Active Loading Management Plan and all subsequent revisions, if implemented, would be reviewed and approved by the Planning Department. The Final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage. The Final Active Loading Mauagement Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals. The content of the evaluation report would be determined by Planning Department staff, in consultation with SFMTA, and generally may include an assessment of on-site and on-street loading conditions, including actual loading demand, observations of loading operations, and an assessment of how the project meets this improvement measure. The evaluation report would be reviewed by Planning Department staff, who would make the final determination whether there are conflicts associated with loading activities. In the event of such conflicts, the project sponsors may propose modifications to the above Final Active Loading Management				

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Plan requirements to reduce conflicts and improve performance under the Plan (such as hour and day restrictions or restrictions on the number of loading vehicle operations permitted during certain hours). The project sponsors would submit any proposed modifications to the Plan for review and approval by the Planning Department.				
Improvement Measure I-TR-10: Implement Construction Management Strategies As an improvement measure to further reduce impacts of project construction activities, the project sponsors should implement the following measures: • **Prepare a Traffic Control Plan for Construction.** To reduce potential conflicts between construction activities and pedestrians, transit, and automobiles during construction activities, the project sponsors should require that the construction contractor(s) prepare a traffic control plan for major phases of construction (e.g., demolition, construction, or renovation of individual buildings). The project sponsors and their construction contractor(s) should meet with relevant City agencies to coordinate feasible measures to reduce traffic congestion during major construction phases, including temporary relocation of transit stops and other measures to reduce potential traffic and transit disruption and to ensure bicycle and pedestrian safety in the immediate vicinity of the project site. For any work within the public right-of-way, the contractor would be required to comply with SFMTA's Regulations for Working in San Francisco Streets, which establish rules and permit requirements to assure that construction activities are completed safely and with the least possible interference with pedestrians, bicyclists, transit, and vehicular traffic. [The construction time frames of the major phases may overlap with those of other development projects adjacent to the project site. Should overlapping occur, the project sponsors should coordinate with City agencies through the Transportation Advisory Staff Committee and the adjacent developer(s) to minimize the severity of any disruption to adjacent land uses and transportation facilities by overlapping construction-related transportation impacts. The project	Project sponsors and construction contractor.	The traffic control plan(s) would be prepared prior to each major phase of construction. Provisions to require contractors to adopt measures to reduce single-occupant vehicle mode share among construction workers would be included as part of construction contracts. Updates on project construction for nearby residents and adjacent businesses would be conducted on a regular basis via a newsletter and/or website.	SFMTA	Project sponsor's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
sponsors, in conjunction with the adjacent developer(s), could propose a construction traffic control plan that includes measnres to reduce potential construction traffic conflicts to the extent feasible and commercially reasonable in light of noise regulations, labor and contract requirements, available daylight hours, and critical-path construction schedules. The plan could include measures such as coordinating material drop-offs and offering collective worker parking and transit to the job site. • **Reduce Single-Occupant-Vehicle Mode Share for Construction Workers.** To minimize parking demand and vehicle-trips by construction workers, the project sponsors should require that the construction contractor include methods in the construction traffic control plan to encourage workers to walk, bicycle, carpool, or use transit to access the project site. • **Provide Project Construction Updates to Adjacent Residents and Businesses.** To minimize construction impacts on access for nearby residences, institutions, and businesses, the project sponsors should provide regular updates on project construction to nearby residents and adjacent businesses via a newsletter and/or website. The updates could describe construction activities, peak construction vehicle activities (e.g., concrete pours), and travel lane closures.				
Improvement Measure I-C-TR-1: Reconfigure Eastbound Approach at Jennings Street/Evans Avenue/Middle Point Road To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under either the proposed project or the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the eastbound Evans Avenue approach of the Jennings Street/Evans Avenue/Middle Point Road intersection from one 100-foot left-turn pocket, one shared through/left lane, and one shared througb/right lane to one 100-foot left turn pocket, one through lane, and one shared through/right lane. No additional right-of-way would be required to implement this improvement. The project sponsors should fund their fair-share cost of the design and implementation of this improvement.	SFMTA.	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-C-TR-1.	SFMTA	Project sponsors' obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Responsibility for funding the implementation of this improvement measure would be based on the relative contribution of each of the four properties to the increase in traffic volumes at the intersection. At this location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property.				
This improvement is feasible pending endorsement and subsequent funding commitment from SFMTA.				

EXHIBIT R

Workforce Agreement

EXHIBIT R

WORKFORCE AGREEMENT

FOR PROPERTY AT INNES BETWEEN EARL AND GRIFFITH STREETS

(India Basin)

TABLE OF CONTENTS

Page

A. DEFINITIONS 2

B. CONSTRUCTION WORK 4

1. Application 4

2. Local Hiring Requirements 4

3. First Source Hiring Program for Construction Work 4

4. Local Business Enterprise Requirements 5

5. Obligations; Limitations on Liability 5

C. GENERAL PROVISIONS 6

1. Enforcement 6

2. Third Party Beneficiaries 6

3. Flexibility 6

4. Exclusivity 7

D. DISPUTE RESOLUTION. 7

1. Meet and Confer 7

2. Arbitration 7

Attachment A-1	First Source Hiring Agreement for Operations
Attachment A-2	First Source Hiring Agreement for Construction
Attachment B	Local Hiring Requirements
Attachment C	LBE Utilization Plan
Attachment D	Dispute Resolution

INDIA BASIN WORKFORCE AGREEMENT

I. Project Background. The development plan for the Project Site under the Development Agreement provides for the development of a new mixed-use urban village composed of market rate and affordable residential uses, office, retail, as well as new Infrastructure and Parks and Opens Spaces. Construction work under the Development Agreement will include development of Developer Property, as well as construction by Developer of a series of contiguous, integrated waterfront parks on City-owned property, including the India Basin Open Space and the Big Green. The ownership map attached shows those areas of the Project that will be owned by Developer during construction (the "**Developer Property**") and those areas that will be conveyed to the City for Infrastructure and for parks and open space in connection with the public trust exchange contemplated under the Development Agreement (the "**City Property**").

This Workforce Agreement sets forth the activities Developer shall undertake, and require their Construction Contractors, Consultants, Subcontractors, Subconsultants, and Commercial Tenants, as applicable, to undertake, to support workforce development in the construction of the Project and end use phases of the Project Site as required under this Workforce Agreement.

II. Purpose of the Workforce Agreement. This Workforce Agreement sets forth the employment and contracting requirements for the construction and operation of the Project. This Workforce Agreement has been jointly prepared by the City and Developer (on behalf of itself and its successors), in consultation with others including OEWD and other relevant City Agencies.

The purpose of this Workforce Agreement is to ensure training, employment and economic development opportunities are part of the development and operation of the Project. This Workforce Agreement creates a mechanism to provide employment and economic development opportunities for economically disadvantaged persons and San Francisco residents. The City and Developer agree that job creation and equal opportunity contracting opportunities in all areas of employment are an essential part of the redevelopment of the Project Site. The City and Developer agree that it is in the best interests of the Project and the City for a portion of the jobs and contracting opportunities to be directed, to the extent possible based on the type of work required, and subject to collective bargaining agreements, to local, small and economically disadvantaged companies and individuals whenever there is a qualified candidate.

This Workforce Agreement identifies goals for achieving this objective and outlines certain measures that will be undertaken in order to help ensure that these goals and objectives are successfully met. In recognition of the unique circumstances and requirements surrounding the Project, OEWD and Developer have agreed that this Workforce Agreement will constitute the exclusive workforce requirements for the Project.

This Workforce Agreement requires the following:

- Permanent Employers that occupy more than 25,000 gsf of space for Commercial Activity to enter into a First Source Hiring Agreement (in the form attached as Attachment A-1) in compliance with the operational requirements of Administrative Code Chapter 83. Developer shall also

include in such Contracts provisions that require Lessees and Service Providers to identify a single point of contact and contact OEWD's Business Services team to discuss its obligations under the First Source Hiring Agreement.

- Developer to enter into a First Source Hiring Agreement for Construction Work on Covered Operations, in the form attached as Attachment A.

- Developer to meet the hiring and Apprenticeship goals applicable to certain construction work for Local Residents and Disadvantaged Workers for Covered Projects on City Property, as set forth in Attachment B (Local Hiring Requirements).

- Developer to meet the utilization and outreach goals applicable to certain construction work for Local Business Enterprises, as set forth in Attachment C (LBE Utilization Plan).

- The Project to fund certain job readiness and training programs run by CityBuild.

The foregoing summary is provided for convenience and for informational purposes only. In case of any conflict between this Workforce Agreement and the Development Agreement, the provisions of this Workforce Agreement shall control.

III. Workforce Agreement.

A. DEFINITIONS

The following terms specific to this Workforce Agreement have the meanings given to them below or are defined where indicated. Other initially capitalized terms are defined in the Development Agreement. This Workforce Agreement and all Workforce-Development Plan-specific definitions will prevail over the Development Agreement in relation to the rights and obligations of Developers with respect to workforce development. All references to the Development Agreement include this Workforce Agreement unless explicitly stated otherwise.

"**Apprentice**" means any worker who is indentured in a construction apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.

"Apprenticeship" shall mean a work experience that combines formal job-related technical instruction with structured on-the-job learning experiences. Apprentices are hired by employer at outset of training program, and the training program is pre-approved by the US Department of Labor (USDOL) or California Division of Apprenticeship Standards (DAS). Apprentices receive progressive wages commensurate with their skill attainment throughout an apprenticeship training program. Upon successful completion of all phases of on-the-job learning and related instruction components, Apprentices receive nationally recognized certificates of completion issued by the USDOL or DAS.

"**Building**" means each of the existing, modified and new buildings to be constructed on the Project Site under the SUD.

"**Chapter 83**" is defined in Section III.D.2.

"**Commercial Activity**" means retail sales and services, restaurant, hotel, education and office uses, technology and biotechnology business, and any other non-profit or for-profit commercial uses permitted under the SUD that are conducted within a Building.

"**Construction Contractor**" means a construction contractor hired by or on behalf of Developer who performs Construction Work on the Project Site or other construction work otherwise covered under the LBE Utilization Plan or First Source Hiring Agreement for Construction (in the form of Attachment A-3).

"**Construction Work**" means, as applicable, (a) the initial construction of all Public Improvements, (b) the initial construction of Privately-Owned Community Improvements, (c) the initial construction of all Buildings to be carried out by a Developer under the Development Agreement, and (d) initial tenant improvement work for all Buildings. For the avoidance of doubt, Construction Work for Buildings shall not include any repairs, maintenance, renovations or other construction work performed on the Building after the City issues the last Certificate of Occupancy for the entirety of the applicable Building, including all initial tenant spaces..

"**Construction Workforce Requirements**" is defined in Section III.C.1.

"**Consultant**" is defined in Attachment C.

"**Covered Operations**" means (i) Commercial Activity which results in the expansion of entry and apprentice level positions that are located within a newly constructed Building or an addition, or alteration thereto, where the Building (or addition or alteration thereto) contains more than 25,000 gross square feet in floor area, and (ii) the operation of a Residential Project containing more than 25,000 square feet or more than 10 Residential Units. Covered Operations do not include (a) any operations or activities conducted by tenants, subtenants or owners of Residential Units, (b) Residential Projects containing less than 25,000 square feet or fewer than 10 dwelling units, (c) Buildings containing less than 25,000 square feet, and (d) activities or operations conducted by tenants, subtenants and other occupants of less than 25,000 gross square feet of sublease space within a Building. Covered Operations are limited to the period that starts at the initial certificate of occupancy for the applicable space and ends on the date that is 10 years of operations thereafter.

"Developer" means each and every Developer under the Development Agreement, including any Developer of a Building. For purposes of the initial tenant improvements within a Building, Developer shall mean the property owner or tenant that is responsible for the initial tenant improvements.

"**Disadvantaged Worker(s)**" is defined in Attachment B.

"**Final, Binding and Non-Appealable"** means 90-days after the subject approval, or if a third party files an action challenging the approval during such 90-day period, thirty days after the final judgment or other resolution of the action or issue.

"**FSHA**" means the City's First Source Hiring Administration.

"**Horizontal Improvements**" means the (a) the initial construction of all Public Improvements, and (b) the initial construction of Privately-Owned Community Improvements.

"**Local Business Enterprise(s)**" or "**LBE**" means a firm that has been certified as an LBE as set forth in Administrative Code Chapter 14B (Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance).

"**Local Resident(s)**" is defined in Attachment C.

"**OEWD**" means the City's Office of Economic & Workforce Development.

"**OLSE**" means the City's Office of Labor Standards Enforcement.

"**Operations Workforce Requirements**" is defined in Section D.1.

"**Permanent Employer**" means each employer in a Covered Operation.

"Referral" shall mean a member of the Workforce System who has participated in an OEWD workforce training program.

"**Subconsultant**" is defined in Attachment C.

"**Subcontractor**" is defined in Attachment A3.

"**Threshold Amount**" is defined in Section 6.1 of the Administrative Code.

B. CONSTRUCTION WORK

1. **Application**. Developer and Construction Contractors shall comply with the applicable provisions of this **Section III.B.1** (the "**Construction Workforce Requirements**") during construction of Horizontal Improvements and Buildings.

2. **Local Hiring Requirements**. Developer and Construction Contractors (and their subcontractors regardless of tier) must comply with the Local Hiring Requirements set forth on Attachment B attached with respect to Covered Projects (as defined therein) on City Property.

3. **First Source Hiring Program for Construction Work**. Developer performing Construction Work on any Covered Operations, that is not subject to the Local Hiring Requirements, will enter into a Memorandum of Understanding with the City's First Source Hiring Administration in the form attached as Attachment A under which Developer must include in their contracts with Construction

Contractors for Construction Work a requirement that the applicable Construction Contractor enter into a First Source Hiring Agreement in the form attached as Exhibit A, and to provide a signed copy of the relevant Form exhibits to the FSHA.

4. **Local Business Enterprise Requirements**. Developer and their respective Contractors and Consultants (as defined in Attachment C) must comply with the Local Business Enterprise Utilization Program set forth in Attachment C .

5. **Obligations; Limitations on Liability**. Developer shall use good faith efforts, working with the OEWD or its designee, to enforce the applicable Construction Workforce Requirements with respect to its Construction Contractors (as defined above), Contractors and Consultants (as defined in Attachment C), and each Construction Contractor, Contractor and Consultant, as applicable, shall use good faith efforts, working with OEWD or its designee, to enforce the Construction Workforce Requirements with respect to its Subcontractors and Subconsultants (regardless of tier). However, Developer shall not be liable for the failure of their respective Construction Contractors, Contractors and Consultants, and Construction Contractors, Contractors and Consultants shall not be liable for the failure of their respective Subcontractors and Subconsultants.

6. **Prevailing Wages and Working Conditions.** Certain contracts for work at the Project Site may be public works contracts if paid for in whole or part out of public funds, as the terms "public work" and "paid for in whole or part out of public funds" are defined in and subject to exclusions and further conditions under California Labor Code sections 1720 1720.6. In connection with the Project, Developer shall comply with all California public works requirements as and to the extent required by State law. In addition, Developer agrees that all workers performing labor in the construction of public works or Public Improvements that will be dedicated to the City acceptance under this Agreement will be: (1) pay workers performing that work not less than the Prevailing Rate of Wages as defined in Administrative Code section 6.22 and established under Administrative Code section 6.22(e), (2) provide the same hours, working conditions, and benefits as in each case are provided for similar work performed in San Francisco County in Administrative Code section 6.22(f), and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61. Any contractor or subcontractor performing a public work or constructing Public Improvements must make certified payroll records and other records required under Administrative Code section 6.22(e)(6) available for inspection and examination by the City with respect to all workers performing covered labor. OLSE enforces labor laws, and OLSE shall be the lead agency responsible for ensuring that prevailing wages are paid and other payroll requirements are met in connection with the work, as more particularly described in the Workforce Agreement.

C. PROJECT OPERATIONS

1. **Application**. Covered Operations within the Project will be subject to the applicable First Source Hiring Requirements set forth in this Section (collectively, the "**Operations Workforce Requirements**").

2. **First Source Hiring Program for Operations**. Each Developer of Commercial Space will ensure compliance with the operational requirements of Administrative Code Chapter 83 ("**Chapter 83**"). Compliance with Chapter 83 will be achieved by the following: (i) Developer will include in all lease, subleases or other occupancy contracts for Covered Operations (each, a **"Commercial Lease**"), a requirement that the Commercial Tenant enter into a FSHA Operations Agreement in the form in Attachment A-1; (ii) Developer will provide the executive(s) contact information within 10 days of execution of, or, if available, prior to execution of the applicable Commercial Lease, and will provide updated contact information annually thereafter; and (iii) With the execution of each applicable Commercial Lease, Developer will provide information and require the tenant to notify OEWD Business Services.

D. WORKFORCE JOB READINESS AND TRAINING FUNDS

The Project, using CFD (as defined in the Financing Plan) funds, will make up to Seven Hundred Fifty Thousand Dollars ($750,000) available to pay for apprenticeship and job training programs and/or grants focused on landscapping, sustainability, and building maintenance work for the India Basin parks and open spaces.

E. GENERAL PROVISIONS

1. **Enforcement**. OEWD shall have the authority to enforce the Construction Workforce Requirements and the Operations Workforce Requirements. OEWD staff agree to work cooperatively to create efficiencies and avoid redundancies and to implement this Workforce Agreement in good faith, and to work with all of the Project's stakeholders, including Developer, and Construction Contractors (and Subcontractors) and Permanent Employers, in a fair, nondiscriminatory and consistent manner.

2. **Third Party Beneficiaries**. Each contract for Construction Work and Covered Operations shall provide that OEWD shall have third party beneficiary rights thereunder for the limited purpose of enforcing the requirements of this Workforce Agreement applicable to such party directly against such party.

3. **Flexibility**. Some jobs will be better suited to meeting or exceeding the hiring goals than others, hence all workforce hiring goals under a Construction Contract will be cumulative, not individual, goals for that Construction Contract or Permanent Employer. In addition, Developer shall have the right to reasonably spread the workforce goals, in different percentages, among separate Construction Contracts so long as the cumulative goals among all of the Construction Contracts at any given time meet the requirements of this Workforce Agreement. The parties shall

make such modifications to the applicable First Source Hiring Agreements consistent with Developers' allocation. This acknowledgement does not alter in any way the requirement that Developer, Construction Contractors and Permanent Employers comply with good faith effort obligations to meet their respective participation goals for the Construction Work and Covered Operations.

4. **Exclusivity**. In recognition of the unique circumstances and requirements surrounding the Project, OEWD and Developer have agreed that this Workforce Agreement will constitute the exclusive workforce requirements for the Project. Without limiting the generality of the foregoing, if the City implements or modifies any workforce development policy or requirements after the date of this Workforce Agreement, whether relating to construction or operations, that would otherwise apply to the Project and Developer asserts that such change as applied to the Project would be prohibited by the Development Agreement (including an increase in the obligations of Developer or its contractors under any provisions of the Development Agreement), then the parties shall resolve the issue through the Dispute Resolution procedures of Section III.F below.

F. DISPUTE RESOLUTION.

1. **Meet and Confer**. In the event of any dispute under this Workforce Agreement (including, without limitation, as to compliance with this Workforce Agreement), the parties to such dispute shall meet and confer in an attempt to resolve the dispute. The parties shall negotiate in good faith for a period of 10 business days in an attempt to resolve the dispute; provided that the complaining party may proceed immediately to the Arbitration Provisions of Attachment D (Dispute Resolution) attached, without engaging in such a conference or negotiations, if the facts could reasonably be construed to support the issuance of a temporary restraining order or a preliminary injunction.

2. **Arbitration**. Disputes arising under this Workforce Agreement may be submitted to the provisions of Attachment D (Dispute Resolution) if the meet and confer provision of Section III.E.1 above does not result in resolution of the dispute.

Attachment A-1

Form of First Source Hiring Agreement for Operations

City and County of San Francisco First Source Hiring Program

Office of Economic and Workforce
Development Workforce
Development Division

Attachment A-1: First Source Hiring Agreement

For Business, Commercial, Operation and Lease Occupancy of Buildings

This First Source Hiring Agreement (this "FSHA Operations Agreement"), is made as of , by and between (the "Lessee"), and the First Source Hiring Administration, (the "FSHA"), collectively the "Parties":

RECITALS

WHEREAS, Lessee has plans to occupy a portion of the building at [Address] (the "Premises") which required a First Source Hiring Agreement between the contractor and FSHA because the Premises is subject to a property contract between [Developer] and the City acting through the San Francisco Port Commission;

WHEREAS, the Developer was required to provide notice in leases, subleases and other occupancy contracts for use of the Premises ("Contract");and

WHEREAS, as a material part of the consideration given by Lessee under the Contract, Lessee has agreed to execute this FSHA Operations Agreement and participate in the Workforce System managed by the Office of Economic and Workforce Development ("OEWD") as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code ("Chapter 83");

[Use the following WHEREAS for Developer operations of Buildings]

WHEREAS, Lessee has plans to operate the building at [Address] (the "Premises") which required a First Source Hiring Agreement between the contractor and FSHA because the Premises is subject to a property contract between Lessee and the City acting through the San Francisco Port Commission; and

[Use the following WHEREAS for subtenants of Buildings]

WHEREAS, as a material part of the consideration given by Lessee under the property contract, Lessee has agreed to execute this FSHA Operations Agreement and participate in the Workforce System managed by the Office of Economic and Workforce Development ("OEWD") as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code ("**Chapter 83**");]

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this FSHA Operations Agreement, initially capitalized terms shall be defined as follows:

a. "Building" shall mean a new building that is built at the Project Site.

b. "Entry Level Position" shall mean any non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary, permanent, trainee and intern positions.

c. "Developer" shall mean *insert name of applicable Developer*, including any successor during the term of this FSHA Operations Agreement.

d. "Lessee" shall mean every commercial tenant, subtenant, or any other entity occupying a Workforce Improvement for the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer required to enter into a First Source Hiring Agreement as defined in Chapter 83.

e. "Project Site" shall mean the Project Site that is the subject of that certain Development Agreement by and between the City and [*India Basin entity*], dated as of _____, 2018.

f. "Referral" shall mean a member of the Workforce System who has been identified by OEWD as having the appropriate training, background and skill sets for a Lessee specified Entry Level Position.

g. "Workforce Improvement" shall mean Buildings that are subject to Chapter 83.

h. Workforce System: The First Source Hiring Administration established by the City and County of San Francisco and managed by OEWD.

2. OEWD WORKFORCE SYSTEM PARTICIPATION

a. Lessee shall notify OEWD's Business Team of every available Entry Level Position and provide OEWD 10 business days to recruit and refer qualified candidates prior to advertising such position to the general public. Lessee shall provide feedback including but not limited to job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired by the Lessee no later than 10 business days after date of interview or hire. Lessee will also provide feedback on reasons as to why referrals were not hired. Lessee shall have the sole discretion to interview any Referral by OEWD and will inform OEWD's Business Team why specific persons referred were not interviewed. Hiring decisions shall be entirely at the discretion of Lessee.

b. Notwithstanding anything to the contrary herein, nothing in this FSHA Operations

Agreement precludes Lessee from immediately advertising and filling an Entry Level Position that performs essential functions of its operation prior to notifying OEWD provided, however, the obligations of this FSHA Operation Agreement to make good faith efforts to fill such vacancies permanently with Referrals remains in effect. For these purposes, "essential functions" means those functions absolutely necessary to remain open for business. If Lessee has an immediate need to fill an Entry Level Position that performs essential functions, Lessee shall provide OEWD notice of such position, and the fact that there is an immediate need to fill such position, on or before the date such position is advertised to the general public.

c. This FSHA Operations Agreement shall be in full force and effect as to each Workforce Improvement until ten (10) years following the date Lessee opens for business at the Premises, and all subsequent leases within 10 years of that date. After that date, this FSHA Operations Agreement shall terminate and be of no further force and effect on the parties hereto, but the requirements of Chapter 83 shall continue to apply.

d. Unless otherwise agreed to by the Parties, compliance with this FSHA Operations Agreement shall be determined on an individual Workforce Improvement basis and will be measured by dividing the number of new Entry Level Positions occupied by Referrals by the total number of new Entry Level Positions within the Workforce Improvement. Notwithstanding anything to the contrary, new Entry Level Positions occupied by Referrals within the Project Site, but not within the Building, may, at the election of Developer, be counted towards compliance of the Workforce Improvement for this Agreement.

3. GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Lessee will make good faith efforts to comply with its obligations under this FSHA Operations Agreement. Determination of good faith efforts shall be based on all of the following:

a. Lessee will execute this FSHA Operations Agreement and Exhibit B-1 attached hereto upon entering into leases for the commercial space of the Workforce Improvement. Lessee will also accurately complete and submit Exhibit B-1 annually to reflect employment conditions.

b. Lessee agrees to register with OEWD's Referral Tracking System, upon execution of this FSHA Operations Agreement.

c. Lessee shall notify OEWD's Business Services Team of all available Entry Level Positions 10 business days prior to posting with the general public, subject to the provisions of Section 2 above. The Lessee must identify a single point of contact responsible for communicating Entry Level Positions and take active steps to ensure continuous communication with OEWD's Business Services Team.

d. Lessee attempts to fill at least 50% of open Entry Level Positions with Referrals. Specific hiring decisions shall be the sole discretion of the Lessee.

e. Nothing in this FSHA Operations Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this FSHA Operations Agreement and an existing agreement, the terms of the existing agreement shall supersede this FSHA Operations Agreement.

Lessee's failure to meet the criteria set forth in this Section 3 does not impute "bad faith", but shall trigger a review of the referral process and compliance with this FSHA Operations Agreement. Failure and noncompliance with this FSHA Operations Agreement will result in penalties as defined in SF Administrative Code Chapter 83. Lessee agrees to review SF Administrative Code Chapter 83, and execution of the FSHA Operations Agreement denotes that Lessee agrees to its terms and conditions.

4. NOTICE

All notices to be given under this FSHA Operations Agreement shall be in writing and sent via mail or email as follows:

If to OEWD:

ATTN:

If to Lessee:

ATTN:

5. ENTIRE AGREEMENT

This FSHA Operations Agreement and the Transaction Documents contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors. If any term or provision of this FSHA Operations Agreement shall be held invalid or unenforceable, the remainder of this FSHA Operations Agreement shall not be affected. If this FSHA Operations Agreement is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. This FSHA

Operations Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. If there is more than one party comprising Lessee, their obligations shall be joint and several.

Section titles and captions contained in this FSHA Operations Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions. This FSHA Operations Agreement shall be governed and construed by laws of the State of California.

[Signature Page Follows]

IN WITNESS WHEREOF, the following have executed this FSHA Operations Agreement as of the date set forth above.

Date:_____ Signature:_____

Name of Authorized Signer: _____

Company: _____

Address:_____

Phone:_____

Email: _____

Business Name: _____ **Phone:** _____

Main Contact: _____ **Email:** _____

_____ _____

Signature of authorized representative* **Date**

**By signing this form, the lessee agrees to participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) and comply with the provisions of Exhibit B First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.*

Instructions:

- Upon entering into leases for the commercial space of the building, the Lessee must submit to OEWD, a signed Exhibit B and Exhibit B-1. Lessee will also complete and submit an Exhibit B-1 annually to reflect employment conditions.
- The employer must notify the First Source Hiring Program (Contact Info below) If an **Entry Level Position** becomes available.

Section 1: Select your Industry

☐ Auto Repair	☐ Entertainment	☐ Personal Services
☐ Business Services	☐ Elder Care	☐ Professionals
☐ Consulting	☐ Financial Services	☐ Real Estate
☐ Construction	☐ Healthcare	☐ Retail
☐ Government Contract	☐ Insurance	☐ Security
☐ Education	☐ Manufacturing	☐ Wholesale
☐ Food and Drink	☐ I don't see my industry *(Please Describe)*_____	

Section 2: Describe Primary Business Activity

_____

Section 3: Provide information on all Entry Level Positions

Entry-Level Position Title	Job Description	Number of New Hires	Projected Hiring Date

Please email, fax, or mail this form SIGNED to:

ATTN: Business Services
Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Tel: 415-701-4848
Fax: 415-701-4897
mailto:Business.Services@sfgov.orgWebsite: www.workforcedevelopmentsf.org

Attachment A-2

Form of First Source Hiring Agreement for Construction

Attachment A-2: First Source Hiring Agreement For Construction

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of , by and between the City and County of San Francisco (the "City") through its First Source Hiring Administration ("FSHA") and ("Project Sponsor").

WHEREAS, Project Sponsor, as developer, proposes to construct new dwelling units, with up to square feet of commercial space and accessory, off-street parking spaces ("Project") at , Lots in Assessor's Block , San Francisco California ("Site"); and

WHEREAS, the Administrative Code of the City provides at Chapter 83 for a "First Source Hiring Program" which has as its purpose the creation of employment opportunities for qualified Economically Disadvantaged Individuals (as defined in Exhibit A); and

WHEREAS, the Project requires a building permit for a commercial activity of greater than 25,000 square feet and/or is a residential project greater than ten (10) units and therefore falls within the scope of the Chapter 83 of the Administrative Code; and

WHEREAS, Project Sponsor wishes to make a good faith effort to comply with the City's First Source Hiring Program.

Therefore, the parties to this Memorandum of Understanding agree as follows:

A. Project Sponsor, upon entering into a contract for the construction of the Project with Contractor after the date of this MOU, will include in that contract a provision requiring the Contractor to enter into a First Source Hiring Agreement in the form attached as Exhibit A. It is the Project Sponsor's responsibility to provide a signed copy of Exhibit A to First Source Hiring program and CityBuild within 10 business days of execution.

B. CityBuild shall represent the First Source Hiring Administration and will provide referrals of Qualified (as defined in Exhibit A) Economically Disadvantaged Individuals for employment on the construction phase of the Project as required under Chapter 83. The First Source Hiring Program will provide referrals of Qualified Economically Disadvantaged Individuals for the permanent jobs located within the commercial space of the Project.

C. The owners or residents of the residential units within the Project shall have no obligations under this MOU, or the attached First Source Hiring Agreement.

D. FSHA shall advise Project Sponsor, in writing, of any alleged breach on the part of the Project's contractor and/or tenant(s) with regard to participation in the First Source Hiring Program at the Project prior to seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code.

E. As stated in Section 83.10(d) of the Administrative Code, if Project Sponsor fulfills its obligations as set forth in Chapter 83, it shall not be held responsible for the failure of a contractor or commercial tenant to comply with the requirements of Chapter 83.

F. This MOU is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. The parties agree that this MOU shall be recorded and that it may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

G. Except as set forth in Section E, above: (1) this MOU shall be binding on and inure to the benefit of all successors and assigns of Project Sponsor having an interest in the Project and (2) Project Sponsor shall require that its obligations under this MOU shall be assumed in writing by its successors and assigns. Upon Project Sponsor's sale, assignment or transfer of title to the Project, it shall be relieved of all further obligations or liabilities under this MOU.

Signature: _____ Date:

Name of Authorized Signer: Email:

Company: Phone:

Address:

Project Sponsor:

Contact: Phone:

Address: Email:

_____ Date:

First Source Hiring Administration
OEWD, 1 South Van Ness 5th Fl. San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager, ken.nim@sfgov.org

Exhibit A:
First Source Hiring Agreement

This First Source Hiring Agreement (this "Agreement"), is made as of , by and between , the First Source Hiring Administration, (the "FSHA"), and the undersigned contractor ("Contractor"):

RECITALS

WHEREAS, Contractor has executed or will execute an agreement (the "Contract") to construct or oversee a portion of the project to construct new dwelling units, with up to square feet of commercial space and accessory, off-street parking spaces ("Project") at , Lots in Assessor's Block , San Francisco California ("Site"), and a copy of this Agreement is attached as an exhibit to, and incorporated in, the Contract; and

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this Agreement, initially capitalized terms shall be defined as follows:

a. "Core" or "Existing" workforce. Contractor's "core" or "existing" workforce shall consist of any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the award of this Contract.

b. "Economically Disadvantaged Individual". An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, *et seq.*), as may be amended from time to time, or (b) designated as "economically disadvantaged" by the OEWD/First Source Hiring Administration as an individual who is at risk of relying upon, or returning to, public assistance.

c. "Hiring opportunity". When a Contractor adds workers to its existing workforce for the purpose of performing the work under this Contract, a "hiring opportunity" is created. For example, if the carpentry subcontractor has an existing crew of five carpenters and needs seven carpenters to perform the work, then there are two hiring opportunities for carpentry on the Project.

d. "Job Notification". Written notice of job request from Contractor to CITYBUILD for any hiring opportunities. Contract shall provide Job Notifications to CITYBUILD with a minimum of 3 business days' notice.

e. "New hire". A "new hire" is any worker who is not a member of Contractor's core or existing workforce.

f. "Referral". A referral is an individual member of the CITYBUILD Referral Program who has received training appropriate to entering the construction industry workforce.

g. "Workforce participation goal". The workforce participation goal is expressed as a percentage of the Contractor's and its Subcontractors' new hires for the Project.

h. "Entry Level Position". A non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary and permanent jobs, and construction jobs related to the development of a commercial activity.

i. "First Opportunity". Consideration by Contractor of System Referrals for filling Entry Level Positions prior to recruitment and hiring of non-System Referral job applicants.

j. "Job Classification". Categorization of employment opportunity or position by craft, occupational title, skills, and experience required, if any.

k. "Job Notification". Written notice, in accordance with Section 2(b) below, from Contractor to FSHA for any available Entry Level Position during the term of the Contract.

l. "Publicize". Advertise or post available employment information, including participation in job fairs or other forums.

m. "Qualified". An Economically Disadvantaged Individual who meets the minimum bona fide occupational qualifications provided by Contractor to the System in the job availability notices required this Agreement.

n. "System". The San Francisco Workforce Development System established by the City and County of San Francisco, and managed by the Office of Economic and Workforce Development (OEWD), for maintaining (1) a pool of Qualified individuals, and (2) the mechanism by which such individuals are certified and referred to prospective employers covered by the First Source Hiring requirements under Chapter 83 of the San Francisco Administrative Code. Under this agreement, CityBuild will act as the representative of the San Francisco Workforce Development System.

o. "System Referrals". Referrals by CityBuild of Qualified applicants for Entry Level Positions with Contractor.

p. "Subcontractor". A person or entity who has a direct contract with Contractor to perform a portion of the work under the Contract.

2. PARTICIPATION OF CONTRACTOR IN THE SYSTEM

a. The Contractor agrees to work in Good Faith with the Office of Economic and Workforce Development (OEWD)'s CityBuild Program to achieve the goal of 50% of new hires for employment opportunities in the construction trades and Entry-level Position related to providing support to the construction industry.

The Contractor shall provide CityBuild the following information about the Contractor's employment needs under the Contract:

i. On Exhibit A-1, the CityBuild Workforce Projection Form 1, Contractor will provide a detailed numerical estimate of journey and apprentice level positions to be employed on the project for each trade.

ii. Contractor is required to ensure that a CityBuild Workforce Projection Form 1 is also completed by each of its Subcontractors.

iii. Contractor will collaborate with CityBuild staff to identify, by trade, the number of Core workers at project start and the number of workers at project peak; and the number of positions that will be required to fulfill the First Source local hiring expectation.

iv. Contractor and Subcontractors will provide documented verification that its "core" employees for this contract meet the definition listed in Section 1.a.

b. The Contractor shall perform the following in its good faith efforts to meet the hiring goals set forth in this Agreement:

i. Contractor must (A) give good faith consideration to all CityBuild Referrals, (B) review the resumes of all such referrals, (C) conduct interviews for posted Entry Level Positions in accordance with the non-discrimination provisions of this contract, and (D) affirmative obligation to notify CityBuild of any new entry-level positions throughout the life of the project.

ii. Contractor must provide constructive feedback to CityBuild on all System Referrals in accordance with the following:

(A) If Contractor meets the criteria in Section 5(a) below that establishes "good faith efforts" of Contractor, Contractor must

only respond orally to follow-up questions asked by the CityBuild account executive regarding each System Referral; and

(B) After Contractor has filled at least 5 Entry Level Positions under this Agreement, if Contractor is unable to meet the criteria in Section 5(b) below that establishes "good faith efforts" of Contractor, Contractor will be required to provide written comments on all CityBuild Referrals.

c. Contractor must provide timely notification to CityBuild as soon as the job is filled, and identify by whom.

3. CONTRACTOR RETAINS DISCRETION REGARDING HIRING DECISIONS

Contractor agrees to offer the System the first opportunity to provide qualified applicants for employment consideration in Entry Level Positions, subject to any enforceable collective bargaining agreements. Contractor shall consider all applications of Qualified System Referrals for employment. Provided Contractor utilizes nondiscriminatory screening criteria, Contractor shall have the sole discretion to interview and hire any System Referrals.

4. COMPLIANCE WITH COLLECTIVE BARGAINING AGREEMENTS

Notwithstanding any other provision hereunder, if Contractor is subject to any collective bargaining agreement(s) requiring compliance with a pre-established applicant referral process, Contractor's only obligations with regards to any available Entry Level Positions subject to such collective bargaining agreement(s) during the term of the Contract shall be the following:

a. Contractor shall notify the appropriate union(s) of the Contractor's obligations under this Agreement and request assistance from the union(s) in referring Qualified applicants for the available Entry Level Position(s), to the extent such referral can conform to the requirements of the collective bargaining agreement(s).

b. Contractor shall use "name call" privileges, in accordance with the terms of the applicable collective bargaining agreement(s), to seek Qualified applicants from the System for the available Entry Level Position(s).

c. Contractor shall sponsor Qualified Apprenticeship applicants, referred through the System, for applicable union membership.

5. CONTRACTOR'S GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Contractor will make good faith efforts to comply with its obligations to participate in the System under this Agreement. Determinations of Contractor's good faith efforts shall be in accordance with the following:

a. Contractor shall be deemed to have used good faith efforts if Contractor accurately completes and submits prior to the start of demolition and/or construction Exhibit A-1: CityBuild Workforce Projection Form 1; and

b. Contractor's failure to meet the criteria set forth from Section 5(c) to 5(m) does not impute "bad faith." Failure to meet the criteria set forth in Section 5(c) to 5(m) shall trigger a review of the referral process and the Contractor's efforts to comply with this Agreement. Such review shall be conducted by FSHA in accordance with Section 11(c) below.

c. Meet with the Project's owner, developer, general contractor, or CityBuild representative to review and discuss your plan to meet your local hiring obligations under San Francisco's First Source Hiring Ordinance (Municipal Code- Chapter 83) or the City and County of San Francisco Administrative Code Chapter 6.

d. Contact a CityBuild representative to review your hiring projections and goals for the Project. The Project developer and/or Contractor must take active steps to advise all of its Subcontractors of the local hiring obligations on the Project, including, but not limited to providing CityBuild access and presentation time at each pre-bid, each pre-construction, and if necessary, any progress meeting held throughout the life of the project

e. Submit to CityBuild a "Projection of Entry Level Positions" form or other formal written notification specifying your expected hiring needs during the Project's duration.

f. Notify your respective union(s) regarding your local hiring obligations and request their assistance in referring qualified San Francisco residents for any available position(s). This step applies to the extent that such referral would not violate your union's collective bargaining agreement(s).

g. Be sure to reserve your "name call" privileges for qualified applicants referred through the CityBuild system. This should be done within the terms of applicable collective bargaining agreement(s).

h. Provide CityBuild with up-to-date list of all trade unions affiliated with any work on the Project in a timely matter in order to facilitate CityBuild's notification to these unions of the Project's workforce requirements.

i. Submit a "Job Request" in the form attached as Attachment A-1, Form 3, to CityBuild for each apprentice level position that becomes available. Please allow a minimum of 3 Business Days for CityBuild to provide appropriate candidate(s). You should simultaneously contact your union about the position as well, and let

them know that you have contacted CityBuild as part of your local hiring obligations.

j. Developer has an ongoing, affirmative obligation and must advise each of its Subcontractors of their ongoing obligation to notify CityBuild of any/all apprentice level openings that arise throughout the duration of the project, including openings that arise from layoffs of original crew. Developer/contractor shall not exercise discretion in informing CityBuild of any given position; rather, CityBuild is to be universally notified, and a discussion between the developer/contractor and CityBuild can determine whether a CityBuild graduate would be an appropriate placement for any given apprentice level position.

k. Hire qualified candidate(s) referred through the CityBuild system. In the event of the firing/layoff of any CityBuild graduate, Project developer and/or Contractor must notify CityBuild staff within two days of the decision and provide justification for the layoff; ideally, Project developer and/or Contractor will request a meeting with the Project's employment liaison as soon as any issue arises with a CityBuild placement in order to remedy the situation before termination becomes necessary.

l. Provide a monthly report and/or any relevant workforce records or data from contractors to identify workers employed on the Project, source of hire, and any other pertinent information as pertain to compliance with this Agreement.

m. Maintain accurate records of your efforts to meet the steps and requirements listed above. Such records must include the maintenance of an on-site First Source Hiring Compliance binder, as well as records of any new hire made by the Contractor and/or Project developer through a San Francisco community-based organization whom the Contractor believes meets the First Source Hiring criteria. Any further efforts or actions agreed upon by CityBuild staff and the Project developer and/or Contractor on a project-by-project basis.

6. COMPLIANCE WITH THIS AGREEMENT OF SUBCONTRACTORS

In the event that Contractor subcontracts a portion of the work under the Contract, Contractor shall determine how many, if any, of the Entry Level Positions are to be employed by its Subcontractor(s) using Form 1: the CityBuild Workforce Projection Form and the City's online project reporting system (currently Elation), provided, however, that Contractor shall retain the primary responsibility for meeting the requirements imposed under this Agreement. Contractor shall ensure that this Agreement is incorporated into and made applicable to such Subcontract.

7. EXCEPTION FOR ESSENTIAL FUNCTIONS

Nothing in this Agreement precludes Contractor from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of this Agreement to make good faith efforts to fill such vacancies permanently with System Referrals remains in effect. For these purposes, "essential

functions" means those functions absolutely necessary to remain open for business.

8. CONTRACTOR'S COMPLIANCE WITH EXISTING EMPLOYMENT AGREEMENTS

Nothing in this Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this Agreement and an existing agreement, the terms of the existing agreement shall supersede this Agreement.

9. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

Nothing in this Agreement shall be interpreted to prohibit the adoption of hiring and retention goals, first source hiring and interviewing requirements, notice and job availability requirements, monitoring, record keeping, and enforcement requirements and procedures which exceed the requirements of this Agreement.

10. OBLIGATIONS OF CITYBUILD

Under this Agreement, CityBuild shall:

a. Upon signing the CityBuild Workforce Hiring Plan, immediately initiate recruitment and pre-screening activities.

b. Recruit Qualified individuals to create a pool of applicants for jobs who match Contractor's Job Notification and to the extent appropriate train applicants for jobs that will become available through the First Source Program;

c. Screen and refer applicants according to qualifications and specific selection criteria submitted by Contractor;

d. Provide funding for City-sponsored pre-employment, employment training, and support services programs;

e. Follow up with Contractor on outcomes of System Referrals and initiate corrective action as necessary to maintain an effective employment/training delivery system;

f. Provide Contractor with reporting forms for monitoring the requirements of this Agreement; and

g. Monitor the performance of the Agreement by examination of records of Contractor as submitted in accordance with the requirements of this Agreement.

11. CONTRACTOR'S REPORTING AND RECORD KEEPING OBLIGATIONS

Contractor shall:

a. Maintain accurate records demonstrating Contractor's compliance with the First Source Hiring requirements of Chapter 83 of the San Francisco Administrative Code including, but not limited to, the following:

(1) Applicants
(2) Job offers
(3) Hires
(4) Rejections of applicants

b. Submit completed reporting forms based on Contractor's records to CityBuild quarterly, unless more frequent submittals are reasonably required by FSHA. In this regard, Contractor agrees that if a significant number of positions are to be filled during a given period or other circumstances warrant, CityBuild may require daily, weekly, or monthly reports containing all or some of the above information.

c. If based on complaint, failure to report, or other cause, the FSHA has reason to question Contractor's good faith effort, Contractor shall demonstrate to the reasonable satisfaction of the City that it has exercised good faith to satisfy its obligations under this Agreement.

12. DURATION OF THIS AGREEMENT

This Agreement shall be in full force and effect throughout the term of the Contract. Upon expiration of the Contract, or its earlier termination, this Agreement shall terminate and it shall be of no further force and effect on the parties .

13. NOTICE

All notices to be given under this Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to FSHA:

First Source Hiring Administration
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

Attn: Ken Nim

If to CityBuild: CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

If to Developer:

Attn:

If to Contractor:

Attn:

a. Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

b. Notwithstanding the forgoing, any Job Notification or any other reports required of Contractor under this Agreement (collectively, "Contractor Reports") shall be delivered to the address of FSHA pursuant to this Section via first class mail, postage paid, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail in accordance with this Subsection.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

15. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

17. SUCCESSORS

This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns. If there is more than one person comprising Seller, their obligations shall be joint and several.

18. HEADINGS

Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions

19. GOVERNING LAW

This Agreement shall be governed and construed by the laws of the State of California.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

CONTRACTOR:

Date: _____ Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

Phone: _____

Email: _____

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

FORM 1: CITYBUILD WORKFORCE PROJECTION

Instructions

- *The Prime Contractor must complete and submit Form 1 within 30 days of award of contract.*
- *All subcontractors with contracts in excess of $100,000 must complete Form 1 and submit to the Prime Contractor within 30 days of award of contract.*
- *The Prime Contractor is responsible for collecting all completed Form 1's from all subcontractors.*
- *It is the Prime Contractor's responsibility to ensure the CityBuild Program receives completed Form 1's from all subcontractors in the specified time and keep a record of these forms in a compliance binder at the project jobsite.*
- *All contractors and subcontractors are required to attend a preconstruction meeting with CityBuild staff.*

Construction Project Name: _____

Construction Project Address: _____

Projected Start Date: _____

Contract Duration: _____ *(calendar days)*

Company Name: _____

Company Address: _____

Main Contact Name: _____

Main Phone Number: _____

Main Contact Email : _____

Name of Person with Hiring Authority: _____

Hiring Authority Phone Number: _____

Hiring Authority Email: _____

_____ _____ _____
Name of Authorized Representative | Signature of Authorized Representative* | Date

By signing this form, the company agrees to participate in the CityBuild Program and comply with the provisions of the First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.

Table 1: Briefly summarize your contracted or subcontracted scope of work

Table 2: Complete on the following page

- *List the construction trade crafts that are projected to perform work. Do not list Project Managers, Engineers, Administrative, and any other non-construction trade employees.*
- *Total Number of Workers on the Project: The total number of workers projected to work on the project per construction trade. This number will include existing workers and new hires. For union contractors this total will also include union dispatches.*

Total Number of New Hires: List the projected number of New Hires that will be employed on the project. For union contractors, New Hires will also include union dispatches.

•

Table 2: List all construction trades projected to perform work

Construction Trades	Journey or Apprentice	Union (Yes or No)	Total Work Hours	Total Number of Workers on the Project	Total Number of New Hires
	J ☐ A ☐	Y ☐ N ☐			
	J ☐ A ☐	Y ☐ N ☐			
	J ☐ A ☐	Y ☐ N ☐			
	J ☐ A ☐	Y ☐ N ☐			
	J ☐ A ☐	Y ☐ N ☐			
	J ☐ A ☐	Y ☐ N ☐			
	J ☐ A ☐	Y ☐ N ☐			
	J ☐ A ☐	Y ☐ N ☐			

Table 3: List your core or existing employees projected to work on the project

- *Please provide information on your projected core or existing employees that will perform work on the jobsite.*
- *"Core" or "Existing" workers are defined as any worker appearing on the Contractor's active payroll for at least 60 out of the 100 working days prior to the award of this Contract. If necessary, continue on a separate sheet.*

Name of Core or Existing Employee	Construction Trade	Journey or Apprentice	City	Zip Code
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
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		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		

FOR CITY USE ONLY: CityBuild Staff: _____ Approved: Yes ☐ No ☐ Date: _____
Reason: _____

FORM 3: CITYBUILD JOB NOTICE FORM

INSTRUCTIONS: To meet the requirements of the First Source Hiring Program (San Francisco Administrative Code Chapter 83), the Contractor shall notify CityBuild, the First Source Hiring Administrator, of all new hiring opportunities with a minimum of 3 business days prior to the start date.

1. Complete the form and fax to CityBuild 415-701-4896 or EMAIL: workforce.development@sfgov.org

2. Contact Workforce Development at 415-701-4848 or by email: local.hire.ordinance@sfgov.org

   OR call the main line of the Office of Economic and Workforce Development (OEWD) at 415-701-4848 to confirm receipt of fax or email.

ATTENTION: *Please also submit this form to your union or hiring hall if you are required to do so under your collective bargaining agreement or contract. CityBuild is not a Dispatching Hall, nor does this form act as a Request for Dispatch. All formal Requests for Dispatch will be conducted through your union or hiring hall.*

Section A. Job Notice Information

Trade _____ # of Journeymen _____ # of Apprentices _____

Start Date _____ Start Time _____ Job Duration _____

Brief description of your scope of work: _____

Section B. Union Information *(Union contractors complete Section B. Otherwise, leave Section B blank)*

Local # _____ Union Contact Name _____ Union Phone # _____

Section C. Contractor Information

Project Name: _____

Jobsite Location: _____

Contractor: _____ Prime ☐ Sub ☐

Contractor Address: _____

Contact Name: _____ Title: _____

Office Phone: _____ Cell Phone: _____ Email: _____

Alt. Contact: _____ Phone #: _____

Contractor Contact Signature _____ Date _____

OEWD USE ONLY *Able to Fill* Yes ☐ No ☐

Attachment B

Local Hiring Requirements

[see attached]

WORKFORCE DEVELOPMENT PLAN – ATTACHMENT B

LOCAL HIRING PLAN FOR CONSTRUCTION

1.1 SUMMARY

A. This Attachment B to the India Basin Workforce Agreement ("**Local Hiring Plan**") governs the obligations of the Project to comply with the City's Local Hiring Policy for Construction pursuant to Chapter 82 of the San Francisco Administrative Code (the "**Policy**"). In the event of any conflict between Administrative Code Chapter 82 and this Attachment, this Attachment shall govern.

B. The provisions of this Local Hiring Plan are hereby incorporated as a material term of the Development Agreement. Developer performing any work on City Property under the Development Agreement shall require any Contractor performing Construction Work on City Property to agree that (i) the Contractor shall comply with all applicable requirements of this Local Hiring Plan; (ii) the provisions of this Local Hiring Plan and the Policy are reasonable and achievable by Contractor and its Subcontractors; and (iii) they have had a full and fair opportunity to review and understand the terms of the Local Hiring Plan.

C. The Office of Economic and Workforce Development (OEWD) is responsible for administering the Local Hiring Plan and will be administering its applicable requirements. For more information on the Policy and its implementation, please visit the OEWD website at: www.workforcedevelopmentsf.org.

D. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement or the Policy, as applicable.

1.2 DEFINITIONS

A. "Apprentice" means any worker who is indentured in a construction Apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.

B. "Area Median Income (AMI)" means unadjusted median income levels derived from the Department of Housing and Urban Development ("HUD") on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.

C. "Construction Work" means the initial construction of all Public Improvements under the Development Agreement, as well as the initial construction of any Building intended for dedication to the City. Construction Work does not include the construction of Privately-Owned Community Improvements or Buildings that are not intended for dedication to the City under the Development Agreement.

D. "Covered Project" means Construction Work with an estimated cost in excess of the Threshold Amount.

E. "Contractor" means a prime contractor, general contractor, or construction manager contracted by a Developer who performs Construction Work

F. "Disadvantaged Worker" as defined in Administrative Code Section 82.3 (as that Code Section is amended from time to time, except to the extent that future changes to the definition are prohibited under the terms of Section 5.3(b)(xi) of the Development Agreement).

G. "Job Notification" means the written notice of any Hiring Opportunities from Contractor to CityBuild. Contractor shall provide Job Notifications to CityBuild with a minimum of 3 business days' notice.

H. "Local Resident" means an individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the project.

I. "Non-Covered Project" means any construction projects not covered by the San Francisco Local Hiring Policy.

J. "Project Work". Construction Work performed as part of a Covered Project.

K. "Project Work Hours" means the total onsite work hours worked on a construction contract for a Covered Project by all Apprentices and journey-level workers, whether those workers are employed by the Contractor or any Subcontractor.

L. "Subcontractor" means any person, firm, partnership, owner operator, limited liability company, corporation, joint venture, proprietorship, trust, association, or other entity that contracts with a Contractor or another subcontractor to provide services to a Contractor or another subcontractor in fulfillment of the Contractor's or that other subcontractor's obligations arising from a contract for construction work on a Covered Project who performs Construction Work on the 28 Acre site.

M. "Targeted Worker" means any Local Resident or Disadvantaged Worker.

N. "Threshold Amount" as defined in Section 6.1 of the San Francisco Administrative Code.

1.3 LOCAL HIRING REQUIREMENTS

A. Total Project Work Hours By Trade. For all construction contracts for Covered Projects, the mandatory participation level in terms of Project Work Hours within each trade to be performed by Local Residents is 30%, with a goal of no less than 15% of Project Work Hours within each trade to be performed by Disadvantaged Workers. The mandatory participation levels required under this Local Hire Program will be determined by OEWD for each Phase under the Development Agreement, and in no event shall be greater than 30%; however, the Parties acknowledge that Developer intends to require each construction contract for Covered Projects to meet the mandatory participation levels on an individual contract level.

B. Apprentices: For all construction contracts for Covered Projects, at least 30% of the Project Work Hours performed by Apprentices within each trade is required to be performed by Local Residents, with an aspirational goal of achieving 50%. Hiring

preferences shall be given to Apprentices who are referred by the CityBuild program This document also establishes a goal of no less than 25% of Project Work Hours performed by Apprentices within each trade to be performed by Disadvantaged Workers.

C. Out-of-State Workers. For all Covered Projects, Project Work Hours performed by residents of states other than California will not be considered in calculation of the number of Project Work Hours to which the local hiring requirements apply. Contractors and Subcontractors shall report to OEWD the number of Project Work Hours performed by residents of states other than California.

D. Pre-construction or other Local Hire Meeting. Prior to commencement of Construction Work on Covered Projects, Contractor and its Subcontractors whom have been engaged by contract and identified in the Local Hiring Forms as contributing toward the mandatory local hiring requirement shall attend a preconstruction or other Local Hire meeting(s) convened by Developer or OEWD staff. Representatives from Contractor and the Subcontractor(s) who attend the pre-construction or other Local Hire meeting must have hiring authority. Contractor and its Subcontractors who are engaged after the commencement of Construction Work on a Covered Project shall attend a future preconstruction meeting or meetings as mutually agreed by Contractor and OEWD staff.

E. This Local Hiring Plan does not limit Contractor's or its Subcontractors' ability to assess qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Local Hiring Plan shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

F. Construction Work for Non-Covered Projects will be subject to the First Source Hiring Program for Construction Work in accordance with Section III.C.3 of the Workforce Agreement.

1.4 CITYBUILD WORKFORCE DEVELOPMENT PROGRAM: EMPLOYMENT NETWORKING SERVICES

A. OEWD administers the CityBuild Program. Subject to any collective bargaining agreements in the building trades and applicable law, CityBuild shall be a primary resource available for Contractor and Subcontractors to meet Contractors' local hiring requirements under this Local Hiring Plan. CityBuild has two main goals:

1. Assist with local hiring requirements under this Local Hiring Plan by connecting Contractor and Subcontractors with qualified journey-level, Apprentice, and pre-Apprentice Local Residents.

2. Promote training and employment opportunities for disadvantaged workers of all ethnic backgrounds and genders in the construction work force.

B. Where a Contractor's or its Subcontractors' preferred or preexisting hiring or staffing procedures for a Covered Project do not enable Contractor to satisfy the local hiring requirements of this Local Hiring Plan, the Contractor or Subcontractor shall use other procedures to identify and retain Targeted Workers, including the following:

1. Requesting to connect with workers through CityBuild, with qualifications described in the request limited to skills directly related to performance of job duties.

2. Considering Targeted Workers networked through CityBuild within three business days of the request and who meet the qualifications described in the request. Such consideration may include in-person interviews. All workers networked through CityBuild will qualify as Disadvantaged Workers under this Local Hiring Plan. Neither Contractor nor its Subcontractors are required to make an independent determination of whether any worker is a "Disadvantaged Worker" as defined above.

C. CONDITIONAL WAIVER FROM LOCAL HIRING REQUIREMENTS

A. Contractor or the Subcontractor may use one or more of the following pipeline and retention compliance mechanisms to receive a conditional waiver from the Local Hiring Requirements of Section 1.3 on a project-specific basis. All requests for conditional waivers must be submitted to OEWD for approval.

1. Specialized Trades: OEWD has published a list of trades designated as "Specialized Trades" for which the local hiring requirements of this Local Hiring Plan will not apply. The list is available on the OEWD website. Contractor and its Subcontractors shall report to OEWD the Project Work Hours utilized in each designated Specialized Trade and in each OEWD-approved project-specific Specialized Trade.

2. Credit for Hiring on Non-Covered Projects: Contractor and its Subcontractors may accumulate credit hours for hiring Targeted Workers on Non-Covered Projects in the nine-county San Francisco Bay Area and apply those credit hours to contracts for Covered Projects to meet the mandatory local hiring requirement. For hours performed by Targeted Workers on Non-Covered Projects, the hours shall be credited toward the local hiring requirement for this Contract provided that:

   a. the Targeted Workers are paid the prevailing wages or union scale for work on the Non-Covered Projects; and

   b. such credit hours shall be committed to by the Contractor on future projects to satisfy any short fall the Contractor may have on a Covered Project. Such commitment shall be in writing by the Contractor, shall extend for a period of time negotiated between the contractor and OEWD, and shall commit to satisfying any assessed penalties should Contractor fail to achieve the required credit hours.

3. Sponsoring Apprentices: Contractor or a Subcontractor may agree to sponsor an OEWD-specified number of new Apprentices in trades in which noncompliance is likely and retaining those Apprentices for the period of Contractor's or a Subcontractor's work on the project. OEWD will verify with the California Department of Industrial Relations that the new Apprentices are registered and active Apprentices. Contractor will be required to write a sponsorship letter on behalf of the identified candidate to the appropriate Local Union and will make the necessary arrangements with the Union to hire the candidate as soon as s/he is indentured.

4. Direct Entry Agreements: OEWD is authorized to negotiate and enter into direct entry agreements with Apprenticeship programs that are registered with the

California Department of Industrial Relations' Division of Apprenticeship Standards. Contractor may avoid assessment of penalties for non-compliance with this Local Hiring Plan by Contractor or its Subcontractors hiring and retaining Apprentices who are enrolled through such direct entry agreements. Contractor may also utilize OEWD-approved organizations with direct entry agreements with Local Unions, including District 10 based organizations to hire and retain Targeted Workers. To the extent that Contractor or its Subcontractors have hired Apprentices or Targeted Workers under a direct entry agreement entered into by OEWD or reasonably approved by OEWD, OEWD will not assess penalties for non-compliance with this Local Hiring Plan.

5. Corrective Actions: Should local employment conditions be such that adequate Targeted Workers for a craft, or crafts, are not available to meet the requirements and Contractor can document their efforts to achieve the requirements through the mechanisms and processes in this document, a corrective action plan must be negotiated between Contractor and OEWD.

1.5 LOCAL HIRING FORMS

A. Utilizing the City's online Project Reporting System, Contractors for Covered Projects shall submit the following forms, as applicable, to the Contracting City Agency and OEWD:

1. Form 1: Local Hiring Workforce Projection. OEWD Form 1 (Local Hiring Workforce Projection), a copy of which is attached, shall be initially submitted prior to the start of construction and updated quarterly by the Contractor until all subcontracting is completed.

2. Form 2: Local Hiring Plan. For Covered Projects estimated to cost more than $1,000,000, Contractor shall prepare and submit to Contracting City Agency and OEWD for approval a Local Hiring Plan for the project using OEWD Form 2, a copy of which is attached . This Form 2 shall be initially submitted prior to the start of construction and updated quarterly by the Contractor until all subcontracting is completed.

3. Job Notifications. Upon commencement of work, Contractor and its Subcontractors may submit Job Notifications to CityBuild to connect with local trades workers.

4. Form 4: Conditional Waivers. If a Contractor or a Subcontractor believes the local hiring requirements cannot be met, it will submit OEWD Form 4 (Conditional Waiver), a copy of which is attached, as more particularly described in Articles 1.4 and 1.5 above.

1.6 ENFORCEMENT, RECORD KEEPING, NONCOMPLIANCE AND PENALTIES

A. Subcontractor Compliance. Each Contractor and Subcontractor shall ensure that all Subcontractors agree to comply with applicable requirements of this document. All Subcontractors agree as a term of participation on the Project that the City shall have third party beneficiary rights under all contracts under which Subcontractors are performing Project Work. Such third party beneficiary rights shall be limited to the right to enforce the requirements of this Local Hiring Plan directly against the Subcontractors. All Subcontractors on the Project shall be responsible for complying with the

recordkeeping and reporting requirements set forth in this Local Hiring Plan. Subcontractors with work in excess of the of $600,000 shall be responsible for ensuring compliance with the Local Hiring Requirements set forth in Section 1.3 of this Local Hiring Plan based on Project Work Hours performed under their Subcontracts, including Project Work Hours performed by lower tier Subcontractors with work less than the Threshold Amount.

B. Reporting. Contractor shall submit certified payrolls to the City electronically using the Project Reporting System. OEWD and will monitor compliance with this Local Hiring Plan electronically.

C. Recordkeeping. Contractor and each Subcontractor shall keep, or cause to be kept, for a period of four years from the date of Substantial Completion of Construction Work, certified payroll and basic records, including time cards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing work on a Covered Project.

1. Such records shall include the name, address and social security number of each worker who worked on the covered project, his or her classification, a general description of the work each worker performed each day, the Apprentice or journey-level status of each worker, daily and weekly number of hours worked, the self-identified race, gender, and ethnicity of each worker, whether or not the worker was a Local Resident, and the referral source or method through which the contractor or subcontractor hired or retained that worker for work on the Covered Project (e.g., core workforce, name call, union hiring hall, City-designated referral source, or recruitment or hiring method) as allowed by law.

2. Contractor and Subcontractors may verify that a worker is a Local Resident by following OEWD's domicile policy.

3. All records described in this subsection shall at all times be open to inspection and examination by the duly authorized officers and agents of the City, including representatives of the OEWD.

D. Monitoring. From time to time and in its sole discretion, OEWD may monitor and investigate compliance of Contractor and Subcontractors working on a Covered Project with requirements of this Local Hiring Plan. Contractor shall allow representatives of OEWD, in the performance of their duties, to engage in random inspections of Covered Projects. Contractor and all Subcontractors shall also allow representatives of OEWD to have access to employees of the Contractor and Subcontractors and the records required to be maintained under this document.

E. Noncompliance and Penalties. Failure of Contractor and/or its Subcontractors to comply with the requirements of this document and the obligations set forth in this Local Hiring Plan may subject Contractor to the consequences of noncompliance, including but not limited to the assessment of penalties, but only if City determines that the failure to comply results from willful actions of Contractor and/or its Subcontractors, and not by reason of unavailability of sufficient qualified Local Residents and Disadvantaged Workers to meet the goals required hereunder. The assessment of penalties for noncompliance shall not preclude the City from exercising any other rights or remedies to which it is entitled.

1. **Penalties Amount.** If any Contractor or Subcontractor fails to satisfy the Local Hiring Requirements of this Local Hiring Plan applicable to Project Work Hours performed by Local Residents, and the applicable Contractor or Subcontractor is unable to provide evidence reasonably satisfactory to the City that such failure arose solely due to unavailability of qualified Local Residents despite Contractors or Subcontractors good faith efforts in accordance with this Local Hiring Program, then the Contractor, and in the case of any Subcontractor so failing, and Subcontractor shall jointly and severally forfeit to the City, an amount equal to the Journeyman or Apprentice prevailing wage rate, as applicable, with such wage as established by the Board of Supervisors or the California Department of Industrial Relations under subsection 6.22(e)(3) of the Administrative Code, for the primary trade used by the Contractor or Subcontractor on the Covered Project for each hour by which the Contractor or Subcontractor fell short of the Local Hiring Requirement. The assessment of penalties under this subsection shall not preclude the City from exercising any other rights or remedies to which it is entitled.

2. **Assessment of Penalties.** OEWD shall determine whether a Contractor and/or any Subcontractor has failed to comply with the Local Hire Requirement. If after conducting an investigation, OEWD determines that a violation has occurred, it shall issue and serve an assessment of penalties to the Contractor and/or any Subcontractor that sets forth the basis of the assessment and orders payment of penalties in the amounts equal to the Journeyman or Apprentice prevailing wage rates, as applicable, for the primary trade used by the Contractor or Subcontractor on the Project for each hour by which the Contractor or Subcontractor fell short of the Local Hiring Requirement. Assessment of penalties under this subsection shall be made only upon an investigation by OEWD and upon written notice to the Contractor or Subcontractor identifying the grounds for the penalty and providing the Contractor or Subcontractor with the opportunity to respond pursuant to the recourse procedures prescribed in this Local Hiring Plan.

3. **Recourse Procedure.** If the Contractor or Subcontractor disagrees with the assessment of penalties, then the following procedure applies:

    a. The Contractor or Subcontractor may request a hearing in writing within 15 days of the date of the final notification of assessment. The request shall be directed to the City Controller. Failure by the Contractor or Subcontractor to submit a timely, written request for a hearing shall constitute concession to the assessment and the forfeiture shall be deemed final upon expiration of the 15-day period. The Contractor or Subcontractor must exhaust this administrative remedy prior to commencing further legal action.

    b. Within 15 days of receiving a proper request, the Controller shall appoint a hearing officer with knowledge and not less than five years' experience in labor law, and shall so advise the enforcing official and the Contractor or Subcontractor, and/or their respective counsel or authorized representative.

    c. The hearing officer shall promptly set a date for a hearing. The hearing must commence within 45 days of the notification of the appointment of the hearing officer and conclude within 75 days of such notification unless all parties agree to an extended period.

d. Within 30 days of the conclusion of the hearing, the hearing officer shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the hearing officer shall consist of findings and a determination. The hearing officer's findings and determination shall be final.

e. The Contractor or Subcontractor may appeal a final determination under this by filing in the San Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure Section 1084 *et seq.*, as applicable and as may be amended from time to time.

1.8 COLLECTIVE BARGAINING AGREEMENT

Nothing in this Local Hiring Plan shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreements or existing employment contracts (Collective Bargaining Agreements"). In the event of a conflict between this Local Hiring Plan and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Local Hiring Plan.

END OF DOCUMENT

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

LOCAL HIRING PROGRAM
OEWD FORM 1
CONSTRUCTION CONTRACTS

FORM 1: LOCAL HIRING WORKFORCE PROJECTION

Contractor: _____ **Project Name:** _____ **Contract #:** _____

The Contractor must complete and submit this *Local Hiring Workforce Projection* (Form 1) prior to the start of construction and quarterly until all subcontracting is complete. The Contractor must include information regarding all of its Subcontractors who will perform construction work on the project regardless of Tier and Value Amount.

Will you be able to meet the mandatory Local Hiring Requirements?

☐ **YES (*Please provide information for all contractors performing construction work in Table 1 below.)***

☐ **NO (*Please complete Table 1 below and Form 4: Conditional Waivers.*)**

INSTRUCTIONS FOR COMPLETING TABLE 1:

1. Please organize the contractors' information based on their Trade Craft work.
2. For contractors performing work in various Trade Craft, please list contractor name in each Trade Craft (*i.e. if Contractor X will perform two trades, list Contractor X under two Trade categories.*)
3. If you anticipate utilizing Apprentices on this project, please note the requirement that 30% of Apprentice hours must be performed by San Francisco residents.
4. Additional blank form is available at our Website: www.workforcedevelopsf.org. For assistance or questions in completing this form, contact (415) 701-4894 or Email @ Local.hire.ordinance@sfgov.org.

TABLE 1: WORKFORCE PROJECTION

Trade Craft	Contractor *List contractors by Trade Craft*		Est. Total Work Hours	Est. Total Local Work Hours	Est. Total Local Work Hours %
Example: *Laborer*	*Contractor X*	***Journey***	800	250	31%
		Apprentice	200	100	50%
Example: *Laborer*	*Contractor Y*	***Journey***	500	100	20%
		Apprentice	0	0	0
Example:	**TOTAL LABORER**	***Journey***	1300	350	**27%**
		Apprentice	200	100	**50%**
Example:	**TOTAL**		**1500**	**450**	**30%**
		Journey			
		Apprentice			
		Journey			
		Apprentice			
		Journey			
		Apprentice			

DISCLAIMER: *If the Total Work Hours for a Trade Craft are less than 5% of the Total Project Work Hours, the Trade Craft is exempt from the Mandatory Requirement. Subsequently, if the Trade Craft exceeds 5% of the Total Project Work Hours at any time during the project, the Trade Craft is subject to the Mandatory Requirement.*

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

Name of Authorized Representative	Signature	Date	Phone	Email

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

LOCAL HIRING PROGRAM
OEWD FORM 2
CONSTRUCTION CONTRACTS

FORM 2: LOCAL HIRING PLAN

Contractor: _____ **Project Name:** _____ **Contract #:** _____

If the Estimate for this Project exceeds **$1 million**, then Contractor must submit a *Local Hiring Plan* using this Form 2 through the City's Project Reporting System. Form 2 shall be initially submitted prior to the start of construction and include all known subcontractors. Contractor shall update this Form 2 quarterly as subcontractors are identified and shall continue with updates until all subcontracting is complete. The OEWD-approved Local Hiring Plan will be a Contract Document and will be the basis for determining Contractor's and its Subcontractors' compliance with the local hiring requirements. Any OEWD-approved *Conditional Waivers* (Form 4) will be incorporated into the OEWD-approved Local Hiring Plan.

COMPLETE AND SUBMIT A SEPARATE FORM 2 FOR EACH TRADE THAT WILL BE UTILIZED ON THIS PROJECT.

INSTRUCTIONS:

1. Please complete tables below for Contractor and all Subcontractors that will be contributing Project Work Hours to meet the Local Hiring Requirement.
2. Please note that a Form 2 will need to be developed and approved separately for each trade craft that will be utilized on this project.
3. If you anticipate utilizing apprentices on this project, please note the requirement that 30% of apprentice hours must be performed by San Francisco residents.
4. The Contractor and each Subcontractor identified in the Local Hiring Plan must sign this form before it will be considered for approval by OEWD.
5. If applicable, please attach all OEWD-approved Form 4 Conditional Waivers.
6. Additional blank form is available at our Website: www.workforcedevelopsf.org. For assistance or questions in completing this form, contact (415) 701-4894 or Email @ Local.hire.ordinance@sfgov.org.

List Trade Craft. Add numerical values from Form 1: Local Hiring Workforce Projection and input in the table below.

Trade Craft	Total Work Hours	Total Local Work Hours	Local Work Hours%	Total Apprentice Work Hours	Total Local Apprentice Work Hours	Local Apprentice Work Hours %
Example: *Laborer*	*1500*	*450*	*30%*	*200*	100	50%

List all contractors contributing to the project work hours to meet the Local Hiring Requirements for the above Trade Craft

Contractor and Authorized Representative	Local Journey Hours	Local Apprentice Hours	Total Local Work Hours	Start Date	Number of Working Days	*Contractor Signature
Contractor X Joe Smith	250	100	350	3/25/13	60	*Joe Smith*
Contractor Y Michael Lee	100	0	100	5/25/13	30	*Michael Lee*

We the undersigned, have reviewed Form 2 and agree to deliver the hours set forth in this document.

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

City Use Only	
OEWD Approval	☐ Yes ☐ No
Signature and Date:	

SAN FRANCISCO
Office of Economic and Workforce Development

FORM 4: CONDITIONAL WAIVERS

Contractor: _____ **Project Name:** _____ **Contract #:** _____

Upon approval from OEWD, Contractors and Subcontractors may use one or more of the following pipeline and retention compliance mechanisms to receive a Conditional Waiver from the Local Hiring Requirements on a project-specific basis. Conditional Waivers must be approved by OEWD. If applicable, each subcontractor must submit their individual Waiver request to OEWD and copy their Prime Contractor. This form can be submitted at any time.

TRADE WAIVER INFORMATION: Please provide information on the Trades you are requesting Waivers for:

Laborer Trade Craft	Est. Total Work Hours	Projected Deficient Local Work Hours	Laborer Trade Craft	Est. Total Work Hours	Projected Deficient Local Work Hours
1.			3.		
2.			4.		

Please check any of the following Conditional Waivers and complete the appropriate boxes for approval:

☐ **1. SPECIALIZED TRADES** ☐ **2. SPONSORING APPRENTICES** ☐ **3. CREDIT FOR NON-COVERED PROJECTS**

1. SPECIALIZED TRADES: Will your firm be requesting Conditional Waivers for "Specialized Trades" designated by OEWD and listed on OEWD's website or project-specific Specialized Trades approved by OEWD during the bid period? ☐ Yes ☐ No

Please CHECK off the following Specialized Trades you are claiming for Condition Waiver:

☐ MARINE PILE DRIVER ☐HELICOPTER, CRANE, OR DERRICK BARGE OPERATOR ☐IRONWORKER CONNECTOR
☐ STAINLESS STEEL WELDER ☐TUNNEL OPERATING ENGINEER ☐ELECTRICAL UTILITY LINEMAN ☐MILLWRIGHT
☐ TRADE CRAFT IS LESS THAN 5% OF TOTAL WORK HOURS. ***LIST:***

a. List OEWD-approved project-specific Specialized Trades approved during the bid period:

OEWD APPROVAL: ☐ **Yes** ☐ **No** **OEWD Signature:**

2. SPONSORING APPRENTICES: Will you be able to work with OEWD to sponsor an OEWD-specified number of new apprentices in the agreeable trades into California Department of Industrial Relations' Division of Apprenticeship Standards approved apprenticeship programs? ☐ Yes ☐ No

PLEASE PROVIDE DETAILS: Construction Trade	Est. # of Sponsor Positions	Union (Yes / No)	If Yes, Local #	Est. Start Date	Est Duration of Working Days	Est Total Work Hours Performed
		Y ☐ N ☐				
		Y ☐ N ☐				

OEWD APPROVAL: ☐ **Yes** ☐ **No** **OEWD Signature:**

3. CREDIT for HIRING on NON-COVERED PROJECTS: If your firm cannot meet the mandatory local hiring requirement, will you be requesting credit for hiring Targeted Workers on Non-covered Projects? ☐ Yes ☐ No

PLEASE PROVIDE DETAILS: Labor Trade, Position, or Title		Est. # of Off-site Hires	Est Total Work Hours Performed	Offsite Project Name	Project Address
	Journey				
	Apprentice				

OEWD APPROVAL: ☐ **Yes** ☐ **No** **OEWD Signature:**

Attachment C

LBE Utilization Plan

[see attached]

WORKFORCE AGREEMENT

ATTACHMENT C - LBE UTILIZATION PLAN

1. Purpose and Scope. This Attachment C ("**LBE Utilization Plan**") governs the Local Business Enterprise obligations of the Project pursuant to San Francisco Administrative Code Section 14B.20 and satisfies the obligations of each Project Sponsor and its Contractors and Consultants for a LBE Utilization Plan as set forth therein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Workforce Plan or Section 14B.20 as applicable. Developer will seek to, whenever practicable, conduct outreach to contracting teams that reflect the diversity of the City and include participation of both businesses and residents from the City's most disadvantaged communities such as the 94107, 94124, and 94134 zip codes. In the event of any conflict between Administrative Code Chapter 14B and this Attachment, this Attachment shall govern.

2. Roles of Parties. In connection with the design and construction phases of all Construction Work (as defined in the Workforce Plan), the Project will provide community benefits designed to foster employment opportunities for disadvantaged individuals by offering contracting and consulting opportunities to local business enterprises ("LBEs"). Each Project Sponsor shall participate in a local business enterprise program, and the City's Contract Monitoring Division will serve the roles as set forth below.

3. Definitions. For purposes of this Attachment, the definitions shall be as follows:

a. "CMD" shall mean the Contract Monitoring Division of the City Administrator's Office.

b. "Commercially Useful Function" shall mean that the business is directly responsible for providing the materials, equipment, supplies or services to the Contracting Party as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are those required and sought by the Contracting Party.

c. "Consultant" shall mean a person or company that has entered into a professional services contract for monetary consideration with a Project Sponsor to provide advice or services to the Project Sponsor directly related to the architectural or landscape design, physical planning, and/or civil, structural or environmental engineering of an LBE Improvement.

d. "Contract(s)" shall mean an agreement, whether a direct contract or subcontract, for Consultant or Contractor services for all or a portion of an LBE Improvement.

e. "Contracting Party" means a Project Sponsor, Contractor or Consultant retained to work on LBE Improvements, as the case may be.

f. "Contractor" shall mean a prime contractor, general contractor, or construction manager contracted by a Project Sponsor who performs construction work on an LBE Improvement.

g. "Follow-on Tenant Improvements" means tenant improvements within commercial spaces in residential or commercial buildings (office, retail) that are constructed pursuant to an approved building permit or site permit/addenda issued after the building permit or site permit/addenda for the Initial Tenant Improvements.

h. "Good Faith Efforts" shall mean procedural steps taken by the Project Sponsor, Contractor or Consultant with respect to the attainment of the LBE participation goals, as set forth in Section 7 below.

i. "Initial Tenant Improvements" means tenant improvements within commercial spaces in residential or commercial buildings (office, retail) that are constructed pursuant to the first building permit or site permit/addenda issued for such spaces after completion of building core and shell.

j. "Local Business Enterprise" or "LBE" means a business that is certified as an LBE under Chapter 14B.3.

k. "LBE Liaison" shall mean the Project Sponsor's primary point of contact with CMD regarding the obligations of this LBE Utilization Plan. Each prime Contractor(s) shall likewise have a LBE Liaison.

l. "LBE Improvements" means, as applicable, (a) all Horizontal Improvements required or permitted to be made to the Project Site to be carried out by Developer under the Development Agreement and (b) Workforce Buildings.

m. "Project Sponsor" shall mean the Developer of Horizontal Improvements or of Buildings constructed pursuant to the Development Agreement.

n. "Subconsultant" shall mean a person or entity that has a direct Contract with a Consultant to perform a portion of the work under a Contract for an LBE Improvement.

o. "Subcontractor" shall mean a person or entity that has a direct Contract with a Contractor to perform a portion of the work under a Contract for Construction Work.

p. "Workforce Buildings" means the following: (i) residential buildings, including associated residential units, common space, amenities, parking and back of house construction; (ii) commercial office, retail, parking buildings core & shell; (iii) tenant improvement for all commercial spaces in residential or commercial buildings (office, retail) which are 15,000 square feet (per square footage on building permit application) and above; and (iv) all construction related to standalone affordable housing buildings. Workforce Buildings shall expressly exclude residential owner-contracted improvements in for-sale residential units. Developer will use good faith efforts to hire LBEs for ongoing service contracts (e.g. maintenance, janitorial, landscaping, security etc.) within Workforce Buildings and advertise such contracting opportunities with CMD except to the extent impractical or infeasible. If a master association is responsible for the operation and maintenance of publicly owned improvements within the Project Site, CMD shall refer LBEs to such association for consideration with regard to contracting opportunities for such improvements. Such association will consider, in good faith such LBE referrals, but hiring decisions shall be entirely at the discretion of such association.

4. LBE Participation Goal. Project Sponsor agrees to participate in this LBE Utilization Plan and CMD agrees to work with Project Sponsor in this effort, as set forth in this Attachment C. As long as this Attachment C remains in full force and effect, each Project Sponsor shall make good faith efforts as defined below to achieve an overall LBE participation goal of eighteen percent (18%) of the total cost of all Contracts for an LBE Improvement awarded to LBE Contractors, Subcontractors, Consultants or Subconsultants that are Small and Micro-LBEs, as set forth in Administrative Code Section 14B.8(A); Follow-on Tenant Improvements and services are not included in the numerical goal. Notwithstanding the foregoing, CMD's Director may, in his or her discretion, provide for a downward adjustment of the LBE participation requirement, depending on LBE participation data presented by the Project Sponsor and its team in quarterly and annual reports and meetings. Where, based on reasonable evidence presented to the Director by a party attempting to achieve the LBE Participation goals, that there are not sufficient qualified Small and Micro-LBEs available, the Director may authorize the applicable party to satisfy the LBE participation goal through the use of Small, Micro or SBA-LBEs (as each such term is defined is employed in Chapter 14B of the Administrative Code), or may set separate subcontractor participation requirements for Small and Micro- LBEs, and for SBA-LBEs.

5. Project Sponsor Obligations. For each LBE Improvement, the Project Sponsor shall comply with the requirements of this Attachment C as follows: Upon entering into a Contract with a Contractor or Consultant, each Project Sponsor will include each such Contract a provision requiring the Contractor or Consultant to comply with the terms of this Attachment C, and setting forth the applicable percentage goal for such Contract, and provide a signed copy thereof to CMD within 10 business days of execution. Such Contract shall specify the notice information for the Contractor or Consultant to receive notice pursuant to Section 17. Each Project Sponsor shall identify a "LBE Liaison" as its main point of contact for outreach/compliance concerns. The LBE Liaison shall be a LBE Consultant with the experience in and responsible for making recommendations on how to maximize engagement of local small businesses/LBEs from disadvantaged communities including the 94124, 94134 and 94107 zip codes. The LBE Liaison shall be available to meet with CMD staff on a regular basis or as necessary regarding the implementation of this Attachment C. For the term of the Development Agreement, at least once per year, each Project Sponsor shall hold a public workshop for applicable contractor communities to publicize anticipated contracting opportunities for LBE Improvements for the succeeding year, which workshops may be held independently or in conjunction with each other. Each Project Sponsor will use good faith efforts to hire Small, Micro or SBA-LBEs for ongoing service contracts including janitorial, security and parking management contracts and advertise these contracting opportunities with the CMD except to the extent impractical or infeasible (e.g., a parking management contract cannot be broken down to allow two parking operators). Each Project Sponsor agrees to utilize a "subguard" policy or other means (i.e., OCIP or CCIP) to provide bonding capacity or assistance for LBEs working on the Project at the developer or contractor's option, should the firm be required to bond.
If a Project Sponsor fulfills its obligations as set forth in this Section 6 and otherwise cooperates in good faith at CMD's request with respect to any meet and confer process or enforcement action against a non-compliant Contractor, Consultant, Subcontractor or Subconsultant, then it shall not be held responsible for the failure of a Contractor, Consultant, Subcontractor or Subconsultant or any other person or party to comply with the requirements of this Attachment C.

7. Good Faith Efforts. City acknowledges and agrees that each Project Sponsor, Contractor, Subcontractor, Consultant and Subconsultant shall have the sole discretion to qualify, hire or not hire LBEs. If a Contractor or Consultant does not meet the LBE hiring goal set forth above, it will nonetheless be deemed to satisfy the good faith effort obligation of this Section 7 and thereby satisfy the requirements and obligations of this Attachment C if the Contractor, Consultants and their Subcontractors and Subconsultants, as applicable, perform the good faith efforts set forth in this Section 7 as follows:

a. Advance Notice. Notify CMD in writing of all upcoming solicitations of proposals for work under a Contract at least 15 business days before issuing such solicitations to allow opportunity for CMD to identify and outreach to any LBEs that it reasonably deems may be qualified for the Contract scope of work.

b. Contract Size. Where practicable, the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant, in their sole discretion, may divide the work in order to encourage maximum LBE participation or, encourage joint venturing. The Contracting Party will identify specific items of each Contract that may be performed by Subcontractors.

c. Advertise. The Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant may advertise for professional services and contracting opportunities in media focused on small businesses including the Bid and Contract Opportunities website through the City's Office of Contract Administration (http://mission.sfgov.org/OCABidPublication) and other local and trade publications, and allowing subcontractors to attend outreach events, pre-bid meetings, and inviting LBEs to submit bids to Project Sponsor or its prime Contractor or Consultant, as applicable. As Contractor deems necessary, convene pre-bid or pre-solicitation meetings no less than 15 days prior to the opening of bids and proposals for LBEs to ask questions about the selection process and technical specifications/requirements.

d. CMD Invitation. If a pre-bid meeting or other similar meeting is held with proposed Contractors, Subcontractors, Consultants or Subconsultants, invite CMD to the meeting to allow CMD to explain proper LBE utilization.

e. Public Solicitation. The Project Sponsor or its prime Contractor(s) and/or Consultants, as applicable, will work with CMD to follow up on initial solicitations of interest by contacting LBEs to determine with certainty whether they are interested in performing specific items in a project.

f. Outreach and Other Assistance. The Project Sponsor or its prime Contractor (s) and/or Consultants, as applicable, will a) provide LBEs with plans, specifications and requirements for all or part of the project; b) notify LBE trade associations that disseminate bid and contract information and provide technical assistance to LBEs. The designated LBE Liaison(s) will work with CMD to conduct outreach to LBEs for all consulting/contracting opportunities in the applicable trades and services in order to encourage them to participate on the project.

g. Contacts. Make contacts with LBEs, associations or development centers, or any agencies, which disseminate bid and contract information to LBEs and document any other efforts undertaken to encourage participation by LBEs.

h. Good Faith/Nondiscrimination. Make good faith efforts to enter into Contracts with LBEs and give good faith consideration to bids and proposals submitted by LBEs. Use nondiscriminatory selection criteria (for the purpose of clarity, exercise of subjective aesthetic taste in selection decisions for architect and other design professionals shall not be deemed discriminatory and the exercise of its commercially reasonable judgment in all hiring decisions shall not be deemed discriminatory).

i. Incorporation into contract provisions. Project Sponsor shall include in Contracts provisions that require prospective Contractors and Consultants that will be utilizing Subcontractors or Subconsultants to follow the above good faith efforts to subcontract to LBEs, including the overall LBE participation goal and any LBE percentage that may be required under such Contract (Note: Developer/applicable tenants shall follow this programs Good Faith Efforts for Follow-on Tenant Improvements and services, but such work is not subject to the numerical LBE goal).

j. Monitoring. Allow CMD Contract Compliance unit to monitor Consultant/Contractor selection processes and, when necessary give suggestions as to how best to maximize LBEs ability to complete and win procurement opportunities.

k. Maintain Records and Cooperation. Maintain records of LBEs that are awarded Contracts, not discriminate against any LBEs, and, if requested, meet and confer with CMD as reasonably required in addition to the meet and confer sessions described in Section 10 below to identify a strategy to meet the LBE goal;

l. Quarterly and Annual Reports. During construction, the LBE Liaison(s) shall prepare a quarterly and annual report of LBE participation goal attainment and submit to CMD as required by Section 10 herein; and

m. Meet and Confer. Attend the meet and confer process described in Section 10.

8. Good Faith Outreach. Good faith efforts shall be deemed satisfied solely by compliance with Section 7. Contractors and Consultants, and Subcontractors and Subconsultants as applicable shall also work with CMD to identify from CMD's database of LBEs those LBEs who are most likely to be qualified for each identified opportunity under Section 7.a, and following CMD's notice under Section 9.a, shall undertake reasonable efforts at CMD's request to support CMD's outreach identified LBEs as mutually agreed upon by CMD and each Contractor or Consultant and its Subcontractors and Subconsultants, as applicable.

9. CMD Obligations. The following are obligations of CMD to implement this LBE Utilization Plan:

a. During the fifteen (15) business day notification period for upcoming Contracts required by Section 7.a, CMD will work with the Project Sponsor and its Contractor and/or Consultant as applicable to send such notification to qualified LBEs to alert them to upcoming Contracts.

b. Provide assistance to Contractors, Subcontractors, Consultants and Subconsultants on good faith outreach to LBEs.

c. Review quarterly reports of LBE participation goals; when necessary give suggestions as to how best to maximize LBEs ability to compete and win procurement opportunities.

d. Perform other tasks as reasonably required to assist the Project Sponsor and its Contractors, Subcontractors, Consultants and Subconsultants in meeting LBE participation goals and/or satisfying good faith efforts requirements.

e. Insurance and Bonding. Recognizing that lines of credit, insurance and bonding are problems common to local businesses, CMD staff will be available to explain the applicable insurance and bonding requirements, answer questions about them, and, if possible, suggest governmental or third party avenues of assistance.

10. Meet and Confer Process. Commencing with the first Contract that is executed for an LBE Improvement, and every six (6) months thereafter, or more frequently if requested by either CMD, Project Sponsor or a Contractor or Consultant and the CMD shall engage in an informal meet and confer to assess compliance of such Contractor and Consultants and its Subcontractors and Subconsultants as applicable with this Attachment C. When deficiencies are noted, meet and confer with CMD to ascertain and execute plans to increase LBE participation.

11. Prohibition on Discrimination. Project Sponsors shall not discriminate in its selection of Contractors and Consultants, and such Contractors and Consultants shall not discriminate in their selection of Subcontractors and Subconsultants against any person on the basis of race, gender, or any other basis prohibited by law. As part of its efforts to avoid unlawful discrimination in the selection of Subconsultants and Subcontractors, Contractors and Consultants will undertake the Good Faith Efforts and participate in the meet and confer processes as set forth in Sections 7 and 10 above.

12. Collective Bargaining Agreements. Nothing in this Attachment C shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreement, project stabilization agreement, existing employment contract or other labor agreement or labor contract ("Collective Bargaining Agreements"). In the event of a conflict between this Attachment C and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Attachment C.

13. Reporting and Monitoring. Each Contractor, Consultant, and its Subcontractors and Subconsultants as applicable shall maintain accurate records demonstrating compliance with the LBE participation goals, including keeping track of the date that each response, proposal or bid that was received from LBEs, including the amount bid by and the amount to be paid (if different) to the non-LBE contractor that was selected, documentation of any efforts regarding good faith efforts as set forth in Section 7. Project Sponsors shall create a reporting method for tracking LBE participation. Data tracked shall include the following (at a minimum):

a. Name/Type of Contract(s) let (e.g. civil engineering contract, environmental consulting, etc.)

b. Name of Contractors (including identifying which are LBEs and non-LBEs)
c. Name of Subcontractors (including identifying which are LBEs and non-LBEs)
d. Scope of work performed by LBEs (e.g. under an architect, an LBE could be procured to provide renderings)
e. Dollar amounts associated with both LBE and non-LBE Contractors at both prime and Subcontractor levels.
f. Total LBE participation is defined as a percentage of total Contract dollars.
g. Outcomes with respect to Developer's efforts to engage (hire) local small businesses/LBEs from disadvantaged communities including the 94124, 94134 and 94107 zip codes.

14. Written Notice of Deficiencies. If based on complaint, failure to report, or other cause, the CMD has reason to question the good faith efforts of a Project Sponsor, Contractor, Subcontractor, Consultant or Subconsultant, then CMD shall provide written notice to the Project Sponsor, each affected Contractor or Consultant and, if applicable, also to its Subcontractor or Subconsultant. The Contractor or Consultant and, if applicable, the Subcontractor or Subconsultant, shall have a reasonable period, based on the facts and circumstances of each case, to demonstrate to the reasonable satisfaction of the CMD that it has exercised good faith to satisfy its obligations under this Attachment C. When deficiencies are noted CMD staff will work with the appropriate LBE Liaison(s) to remedy such deficiencies.

15. Remedies. Notwithstanding anything to the contrary in the Development Agreement, the following process and remedies shall apply with respect to any alleged violation of this Attachment C:

Mediation and conciliation shall be the administrative procedure of first resort for any and all compliance disputes arising under this Attachment C. The Director of CMD shall have power to oversee and to conduct the mediation and conciliation.

Non-binding arbitration shall be the administrative procedure of second resort utilized by CMD for resolving the issue of whether a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant discriminated in the award of one or more LBE Contracts to the extent that such issue is not resolved through the mediation and conciliation procedure described above. Obtaining a final judgment through arbitration on LBE contract related disputes shall be a condition precedent to the ability of the City or the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant to file a request for judicial relief.

If a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant is found to be in willful breach of the obligations set forth in this Attachment C, assess against the noncompliant Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant liquidated damages not to exceed $25,000 or 5% of the Contract, whichever is less, for each such willful breach. In determining the amount of any liquidated damages to be

assessed within the limits described above, the arbitrator or court of competent jurisdiction shall consider the financial capacity of the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

For all other violations of this Attachment C, the sole remedy for violation shall be specific performance, without the limits with respect thereto in Section 9.3 of the Development Agreement.

16. Duration of this Agreement. This Attachment C shall terminate (i) as to each work of Horizontal Improvement where work has commenced under the Development Agreement, upon a determination by the City that such Horizontal Improvement is complete; and (ii) as to each Workforce Building, upon the issuance of the last Certificate of Occupancy for such Workforce Building (i.e., upon completion of the Workforce Building); and (iii) as to all Initial Tenant Improvements and Follow-on Tenant Improvements, ten (10) years after issuance of the last Temporary Certificate of Occupancy for the Buildings in which the Initial Tenant Improvements or Follow-on Tenant Improvements are located. Upon such termination, this Attachment C shall be of no further force and effect.

17. Notice. All notices to be given under this Attachment C shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to CMD: _____
_____
_____
Attn: _____

If to Project Sponsor: _____
_____
_____
Attn: _____

If to Contractor: _____
_____
_____
Attn: _____

If to Consultant: _____
_____
_____
Attn: _____

Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

102332121.9

Attachment D

Dispute Resolution

1. Arbitration

Any dispute involving the alleged breach or enforcement of this Workforce Agreement (excluding disputes relating to the First Source Hiring Agreement and the applicable City ordinances, which shall be resolved in accordance with their respective terms) shall be submitted to arbitration in accordance with this **Attachment** D.

The arbitration shall be submitted to the American Arbitration Association, San Francisco, California office ("***AAA***") which will use the Commercial Rules of the AAA then applicable, but subject to the further revisions t. If there is a conflict between the Commercial Rules of the AAA and the arbitration provisions in this Attachment D, the arbitration provisions of this Attachment D shall govern. The arbitration shall take place in the City and County of San Francisco.

2. Demand for Arbitration

The party seeking arbitration shall make a written demand for arbitration ("***Demand for Arbitration***") in accordance with the notice procedures of Appendix Pt. A, Section 5 (Notices). The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying the entities believed to be involved in the dispute; (2) a copy of the notice of default, if any, sent from one party to the other; (3) any written response to the notice of default; and (4) a brief statement of the nature of the alleged default.

3. Parties' Participation

All persons or entities affected by the dispute (including, as applicable, OEWD, Developer, and Construction Contractor (and subcontractor)) and shall be made Arbitration Parties. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such affected person or entity as an Arbitration Party; provided that, upon request by any party, the arbiter may dismiss such party if it is not reasonably affected by the dispute.

4. OEWD Request to AAA

Within seven (7) business days after service or receipt of a Demand for Arbitration, OEWD shall transmit to AAA a copy of the Demand for Arbitration and any written response thereto from an Arbitration Party. Such material shall be made part of the arbitration record.

5. Selection of Arbitrator

One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the Arbitration Parties in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) business days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be the arbitrator's agreement to: (i) submit to all Arbitration

Parties the disclosure statement required under California Code of Civil Procedure Section 1281.9; and (ii) render a decision within thirty (30) days from the date of the conclusion of the arbitration hearing.

6. ***Setting of Arbitration Hearing***

A hearing shall be held within ninety (90) days of the date of the filing of the Demand for Arbitration with AAA, unless otherwise agreed by the Arbitration Parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

7. ***Discovery***

In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05 as it may be amended from time to time.

8. ***California Law Applies***

California law, including the California Arbitration Act, Code of Civil Procedure Part 3, Title 9, §§ 1280 through 1294.2, shall govern all arbitration proceedings in any Employment and Contracting Agreement.

9. ***Arbitration Remedies and Sanctions***

The arbitrator may impose only the remedies and sanctions set forth below:

a. Order specific, reasonable actions and procedures to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance with the Workforce Agreement.

b. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the applicable sections of the Workforce Agreement, or from granting extensions or modifications to existing contracts related to services covered by the applicable sections of the Workforce Agreement, other than those minor modifications or extensions necessary to enable completion of the work covered by the existing contract.

c. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any Arbitration Party to comply with any of the requirements in this Workforce Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by OEWD. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars ($50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of the Workforce Agreement unless the breaching party has failed to cure after being provided written notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent uncured willful breaches by any Arbitration Party whether or not the

breach is subsequently cured. For purposes of this paragraph, "***willful breach***" means a knowing and intentional breach.

d. Direct any Arbitration Party to produce and provide to OEWD any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

10. ***Arbitrator's Decision***

The arbitrator will normally make his or her award within twenty (20) days after the date that the hearing is completed but in no event past thirty (30) days from the conclusion of the arbitration hearing; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party and shall also copy all Arbitration Parties by email (if email addresses are provided).

11. ***Default Award; No Requirement to Seek an Order Compelling Arbitration***

The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) the person or entity received actual written notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

12. ***Arbitrator Lacks Power to Modify***

Except as expressly provided above in this Attachment D, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Workforce Agreement or to negotiate new agreements or provisions between the parties.

13. ***Jurisdiction/Entry of Judgment***

The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The prevailing Arbitration Party(ies) shall be entitled to reimbursement for the arbitrator's fees and related costs of arbitration. If a subcontractor is the losing party and fails to pay the fees within 30 days, then the applicable Construction Contractor (for whom that subcontractor worked) shall pay the fees. Each Arbitration Party shall pay its own attorneys' fees, provided, however, those attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

14. ***Exculpation***

Except as set forth in **Section 13** of this Attachment D, each Arbitration Party shall expressly waive any and all claims against OEWD and the City for costs or damages, direct or indirect, relating to this Workforce Agreement or the arbitration process in this Attachment D,

including but not limited to claims relating to the start, continuation and completion of construction.

EXHIBIT S

Development Phase Application

EXHIBIT S

Development Phase Applications Review Procedures

1. General. The Project shall be built in Development Phases as generally described in the Phasing Plan, subject to any changes to the Phasing Plan approved in accordance with Sections 3.2.5 and 3.2.6 of this Agreement. The Phasing Plan reflects the Parties' mutual acknowledgement that certain controls shall guide the development of the Project and the phased provision of Public Improvements and Privately-Owned Community Improvements. The Parties acknowledge and agree that the City cannot disproportionately burden a Development Phase in violation of the Phasing Plan, Proportionality Requirement and the Phasing Goals. The Parties further acknowledge that certain Infrastructure or Public Improvements may be required at an early stage of development in accordance with operational or system needs. The Parties shall cooperate in good faith to amend a Development Phase Approval (as set forth in paragraph 6 below) if needed to advance such improvements and to delay other improvements while maintaining the Proportionality Requirement and the Phasing Goals. Nothing in the Phasing Plan or this Exhibit S is intended to conflict with or override the specific requirements of any Plan Document, including the Affordable Housing Plan, the Infrastructure Plan, and the Transportation Plan.

2. Development Phase Application Review and Approval. At any time before submitting a Development Phase Application (defined below) to the Planning Department for review, Developer may request a pre-application meeting to review the proposed Development Phase. Before each Development Phase, Developer shall submit to the Planning Department an application (a "**Development Phase Application**") in substantial conformance with the attached checklist. Upon receipt, the Planning Director shall have the right to request additional information from Developer as may be needed to understand the proposed Development Phase Application and to ensure compliance with this Agreement, including the Phasing Plan; provided, however, that within 30 days following receipt of a Development Phase Application, the Planning Director will notify Developer of any deficiencies and make any requests for additional information or materials that are reasonably necessary in order to process the Development Phase Application. The Planning Department will review the proposed improvements against the requirements of this Agreement. If the Planning Director objects to the proposed Development Phase Application, he or she shall do so in writing, stating with specificity the reasons for the objection and any items that should be included or changed to bring the Development Phase Application into compliance with this Agreement, including the Phasing Plan. The Planning Director will act reasonably in making determinations with respect to each Development Phase Application, including the determination as to whether the Development Phase Application meets the requirements of the Phasing Plan. The Parties agree to meet and confer in good faith to discuss and resolve any differences in the scope or requirements of a Development Phase Application. Planning shall review Development Phase Applications within thirty (30) days of receipt in order to determine completeness. If the Planning Director fails to respond within such 30-day period, the Development Phase Application will be deemed complete. The Planning Director shall act on a Development Phase Application within sixty (60) days after receipt of a complete Development Phase Application. Changes proposed by Planning staff will be reasonably considered by Developer, and changes proposed by Developer will be reasonably considered by Planning staff. If there are no objections, or upon resolution of any

differences, the Planning Director shall approve the Development Phase Application with such revisions, conditions, comments, or requirements as may be permitted in accordance with the terms of this Agreement (each a "**Development Phase Approval**").

3. Standard of Approval. Approval of the Development Phase Application will be ministerial in nature based on the Development Phase Application's completeness and its conformance with the Approvals. Discretion in approving a Development Phase Application will be limited to those matters where the proposed development plan deviates from the Approvals. As such, the Planning Director will approve any Development Phase Application that conforms to and is consistent with this Agreement, including the applicable Plan Documents, Phasing Plan and Approvals, and will not disapprove any Development Phase Application on the basis of any element that conforms to and is consistent therewith.

4. Concurrent Review. Developer must obtain a Development Phase Approval before the City can approve a tentative subdivision map that covers all or any portion of the applicable Development Phase; provided, however, that approval of a Development Phase Application will not be required for (i) the approval of a tentative or final transfer map, (ii) the issuance of construction permits for grading and site preparation in any Phase, or (iii) the approval of a tentative subdivision map application that covers all of the Developer Property (which may exclude any property then under option to Developer, at Developer's election). Subject to the foregoing, at any time before or after submittal of a Development Phase Application, Developer may submit Subdivision Map and Design Review Applications covering all or any of the real property within the Development Phase for the City's review and approval in accordance with the procedures hereunder and under the SUD, but the time period for City approvals of Subdivision Maps other than tentative or final transfer maps or a tentative map for all of the Developer Property (which may exclude any property then under option to Developer, at Developer's election shall not begin until Planning issues a Development Phase Approval.

5. Start of Development Phase. Upon receipt of a Development Phase Approval, Developer may submit a tentative subdivision map application (if not already submitted) covering all or a portion of the subject Development Phase. Developer also has the option to submit a Tentative Map application and seek approval of phased final maps for each Development Phase or a portion thereof. As provided in Section 4 above, if the Developer submits a tentative subdivision map that covers all of the Developer Property (which may exclude any property then under option to Developer, at Developer's election), the City may not condition approval of such a map on a Development Phase Approval, but the City shall not be required to issue construction permits for Commencement of Construction within any Development Phase covered by such map unless the City has first approved a Development Phase Approval for the applicable Development Phase and the construction permits are associated with said Development Phase. Following submittal of any tentative subdivision map application, Developer shall have the right to submit any request or application for Later Approvals, such as street improvement permits and building permits, required to start construction. Each Development Phase shall be deemed to have commenced if (i) site or building permits have been issued by the City for all or a portion of the Buildings located in that Development Phase and (ii) some identifiable construction, such as grading, of all or a portion of that Development Phase has been initiated.

6. Amendment of a Development Phase Approval. At any time after receipt of a Development Phase Approval, Developer may request an amendment to the Development Phase Approval. Any such request for amendment shall be made to the Planning Director, and shall be subject to the same review and approval standards as set forth in this Agreement for the original approval. Amendments to a Development Phase Approval which include changes to the Phasing Plan shall be subject to the requirements of Section 3.2.5 and 3.2.6 of this Agreement. Changes in the type, density or intensity of vertical development (residential or commercial) that is identified in a Development Phase Application as "anticipated" or "proposed" will not require an amendment to a Development Phase Approval, so long as the Development Phase remains in compliance with this Agreement, including the applicable Plan Documents and Approvals.

7. Concurrent Development. Each Development Phase shall remain independent, in accordance with this Agreement, so long as the functional and operational requirements of that Development Phase can be met with the completion of any necessary Infrastructure. Developer may begin construction of a Development Phase simultaneously with another Development Phase or may begin construction of a subsequent Development Phase while components of a prior Development Phase are still in progress. Notwithstanding the above, Developer may propose interim or temporary Infrastructure improvements, and DPW, with the consent of any affected City Agency in their respective sole discretion, may allow such interim or temporary Infrastructure improvements and defer completion of required Public Improvements subject to terms and conditions that the City deems appropriate. The applicable Public Improvement Agreement will address the interim or temporary Infrastructure improvements along with sufficient security to guarantee the completion and removal of such improvements and security for the permanent Public Improvements. The City will not accept any interim or temporary improvements for maintenance and liability purposes. Notwithstanding Administrative Code Chapter 23, the Director of Real Estate is authorized to accept on behalf of the City temporary public easements related to the construction, completion, and use of Public Improvements, and temporary or interim improvements, for a period not to exceed five (5) years. Nothing in this paragraph shall be construed as a limitation on the discretion retained by any City Agency as set forth in this Agreement.

8. Development Phase Application: Purpose and Approval Authority

- Purpose: to provide a broad overview of the scope of each Development Phase, including the number and type of each element (vertical and horizontal). To ensure that Associated Community Benefits and Phasing Plan requirements are satisfied.
- City Department responsible for review: PLANNING
- City Department responsible for approval: PLANNING
    - Planning shall review Phase Applications within (30) thirty days to determine completeness. Once a complete Phase Application is submitted, Planning has sixty (60) days to review and take action on the Phase Application. Planning may request additional information, and may request revisions if the content of the Application does not meet the requirements of these Development Phase Application Review Procedures.

- Upon approval, Planning will issue a Development Phase Approval, with an attachment containing comments received from other City Agencies.
- Planning will issue a copy of the Development Phase Approval to City Agencies.
- Planning may attach or include conditions to a Development Phase Approval to the extent such conditions are required to make the applicable Development Phase conform to the applicable Plan Documents and Approvals, including the Phasing Plan.

- Role of other City Departments: If the Development Phase will include a parking garage, then Developer will provide the submittals and work with the Planning Director and the Director of Transportation as more specifically provided in the Transportation Exhibit, Section III. Development Phase Applications will be distributed to the implementing City Agencies for their information. Relevant City Agencies include: DPW, SFPUC, MTA, Port, SFFD, RPD, OEWD. No action is required by these City Agencies. City Agencies may provide informational comments on the content of the Development Phase Application to Planning within Planning's sixty (60) day review timeline.
- Relationship to Infrastructure Review by Other City Departments. A Development Phase Application must show how the proposed scope and content of Infrastructure within the Development Phase will comply with the Plan Documents and Approvals, including the Phasing Plan. The approved Development Phase Application will not limit the scope of Infrastructure that Developer is required to construct in the Development Phase, but the proposed scope and content of Infrastructure in such improvement plans shall *at least* serve the scope outlined in the Phase Application. The exact details of required Infrastructure in each Development Phase may vary from the approved Development Phase Approval in order to achieve appropriate roadway access, functional utility systems and connections, and to maintain service to existing residents and commercial users, but shall still be governed by the Infrastructure Plan and Phasing Plan. Notwithstanding the foregoing, any removal of street sections from a Development Phase after its inclusion in a Development Phase Approval will be subject to Planning Department review and approval.

9. Contents of Development Phase Applications. Each Development Phase Application must include, at a minimum, the materials set forth in the Development Phase Application Checklist attached hereto as Schedule 1.

Schedule 1: Application Checklist

This checklist itemizes the required components of each Development Phase Application.

1. Site plan and other graphics, including existing or proposed blocks, lots, streets and area, showing the area covered by the applicable Development Phase Application.

2. A narrative description of the proposed scope of development within the Development Phase, including estimated square feet of each land use category and total parking.

3. Materials sufficient to describe the Infrastructure, Privately-Owned Community Improvements and Parks and Open Space that will be provided for the Development Phase, and a description of how the Development Phase will comply with the requirements of the Phasing Plan to provide these Associated Community Benefits consistent with the Phasing Plan. The level of detail will be commensurate with the detail set forth in the Infrastructure Plan and Planning Department standards for conditional use applications.

4. If the Development Phase will include residential use, the Development Phase Application will also include:

    4.1. Developer's estimate of the total number of residential units, the number and location of affordable housing units and AMI levels, and affordable housing credits to be provided in the Development Phase through in-lieu fees or land dedications, as set forth in the Housing Plan. Developer shall include the Housing Data Table and map to cover this information.

    4.2. The anticipated number and location of market rate parcel pads to be prepared, with the estimated number of Residential Units on each.

    4.3. A status of improvements in prior Development Phase Approvals.

5. A table or matrix showing applicable Mitigation Measures associated with the applicable Development Phase.

6. The following Infrastructure improvement details:

    6.1. Plans showing the Infrastructure to be provided for the Development Phase at a level of detail sufficient to determine consistency of the Development Phase with the Phasing Plan.

    6.2. Plans showing existing streets to be vacated and new streets to be dedicated.

6.3. Plan showing location of the Development Phase in relation to the rest of the Project Site, with street access and circulation for existing residents.

7. Narrative or schedule of anticipated order of horizontal construction within the Development Phase, by element (i.e., Infrastructure, Privately-Owned Community Improvements and Parks and Open Spaces).

8. List of any requested modifications to this Agreement, including the Phasing Plan, the Design Guidelines or other Plan Documents.

9. Certification of accuracy from authorized representative.

10. For illustrative purposes only, a summary table materially in the form shown below, listing the permitted and anticipated, and if known, type, density and intensity of, vertical development by parcel within the Development Phase.

Sample Summary Table

Blocks in the Design Guide-lines	**Height/Bulk District**	**Maximum Permitted Heights**	**Allowable Use under the SUD, and Anticipated Use if known**	**Anticipated Amount of Development**	**Type of Affordable Housing Anticipated**	**Proposed Parking & Parking Ratio, if known**
(1, 2, 3, etc.)			*(Affordable Housing, Market Rate Parcel, Commercial, Retail, Community, Other)*	*(Total # Housing Units, Square Footage of Retail, Commercial, Community, Other)*	*(# BMR Units, In Lieu, Land Dedication)*	*(Residential and/or Commercial)*

Exhibit T

Design Review of RPD Park Parcels

Schematic Design Applications. Developer will submit to RPD an application for the schematic design of each Park Parcel (each, a "**Schematic Design Application**") at such time as Developer reasonably determines necessary to meet the requirements for Completion under the Development Agreement. Each Schematic Design Application will include the following information:

(a) A written narrative describing the overall conceptual design, including the park program, design elements, and facilities provided for the Parks and Open Space;

(b) An illustrative site plan to scale showing;

(i) Conceptual circulation systems (vehicular, bicycle, and pedestrian) including parking;

(ii) Conceptual grading and drainage;

(iii) Generalized locations of active and passive recreational areas; park elements and facilities;

(iv) Generalized locations and conceptual layout for landscaping and hardscape areas, including tree planting and any stormwater treatment areas; and

(v) Generalized locations for furnishings, lighting, public art, signage, comfort facilities, stairs, ramps, and railing;

(c) Illustrative sections and perspectives representative of the overall conceptual design, including key relationships between programmatic areas, design elements, and defining park features and facilities; and

(d) Image "boards" showing proposed concepts, detailed studies and/or precedents for site furnishings, paving materials, site architectural elements, lighting, public art, signage, comfort facilities, stairs, ramps and railings, tree species (and alternate species), and species palette concepts for major landscaping areas.

RPD Review. RPD staff will review each Schematic Design Application (at 30% design) for completeness, which means the Schematic Design Application includes all documents and materials in such detail as is required hereunder. RPD will make its determination of completeness within thirty (30) days after submittal and will advise Developer in writing of any deficiencies. The RPD Director will promptly review and either approve or disapprove, or conditionally approve, the Schematic Design Application, in consultation with the Planning Department within sixty (60) days after receipt of a complete Schematic Design Application. Each Schematic Design Application will be approved if, in the reasonable judgment of the RPD Director, the Schematic Design Application meets all of the requirements of, and is consistent with, the applicable Plan Documents and Approvals, including this Development Agreement and the Design Guidelines.

The RPD Director will not (i) disapprove any Schematic Design Application on the basis of any element that conforms to and is consistent with the Plan Documents and Approvals; or (ii) impose conditions that conflict with the Plan Documents and Approvals. In the event of a disapproval, the RPD Director will notify Developer of the reasons for the disapproval and the items that must be changed or augmented in order to obtain approval. Thereafter, Developer may re-submit revised Schematic Design Applications to the RPD Director that will address the RPD Director's reasons for disapproval.

Additional Reviews and Approvals. Once Schematic Designs have been approved by RPD, Developer will submit development drawings to RPD (at 60% and 90%) for approval, following the same process described above with the same approval standards and turnaround times. In addition, if and when Developer submits any improvement plans (both design development drawings and final improvement plans) to the DPW or DBI as needed in compliance with the Subdivision Code, Developer will also copy RPD staff for circulation to the RPD Structural and Maintenance Division (the "Division") in accordance with the Division Plan Review Guidelines. The Division will provide Public Works with any comments in writing as to the completeness of the submittal within thirty (30) days, along with a reasonably detailed list of any deficiencies, and will copy Developer on its comments, if any. The RPD Structural and Maintenance Division will promptly review and provide its comments on each improvement plan submittal within sixty (60) days after receipt of a complete Application, and will copy Developer on its comments, if any.

Nothing in this Exhibit will override the Charter authority of the Arts Commission, to the extent applicable.

Exhibit U

Applicable Impact Fees and Exactions.

(INDIA BASIN)

1. **Transportation Fee**.

   a. **Payment by Developer**. Developer will pay to SFMTA a "Transportation Fee" that SFMTA will use and allocate in accordance with Section 1b below, and in consideration of these requirements, Planning Code Section 411A.1-411A.9 shall apply to the Project only to the extent it does not conflict with this Exhibit U. The Transportation Fee must meet all requirements of and will be payable on any Development Project on the Project Site in accordance with Planning Code sections 411A.1-411A.8, provided, however, that:

      i. The Transportation Fee will be payable on any Development Project on the Project Site, except Affordable Housing Projects pursuant to Planning Code Section 406(b) prior to the issuance of the First Construction Permit (as defined in the Housing Plan) for each Building; and

      ii. The amount of the Transportation Fee for each applicable land use category will be as set forth below.

Use	Rate per gross sq. ft.
Residential	$4.82
Non Residential	$16.71

   b. **Accounting and Use of Transportation Fee**. Planning Code Section 411A.7 applies as to the accounting and use of the Transportation Fee.

2. **Affordable Housing**. Under the Housing Plan, Developer must provide Inclusionary Units, BMR Units or In Lieu Fee Units, all in accordance with the terms and conditions of the Housing Plan. In consideration of these requirements, Planning Code sections 415.1–415.11 will not apply to the Project except to the extent expressly provided in the Housing Plan.

3. **Child Care**. Developer must provide one on-site child care facility within the applicable Development Phase as set forth in the Phasing Plan (the "**On-Site Child Care Facility**"). The On-Site Child Care Facility must be at least 3,000 square feet of interior space, with sufficient protected outdoor space to meet the requirements of California law, to serve a minimum of 40 children and be available for lease to a licensed nonprofit operator without charge for rent, utilities, property taxes, building services, repairs or any other charges of any nature, as evidenced by a lease and an operating agreement between the

sponsor and the provider with minimum terms of three years. Thereafter, the childcare facility must be available to a licensed nonprofit operator for an additional period of five years, at a cost not to exceed actual operating and tenant improvement costs reasonably allocated to similar facilities in similar buildings, amortized over the remaining term of the lease. In consideration of these requirements, Planning Code sections 414.1-414.15 and sections 414A.1–414A.8 will not apply to the Project.

4. **School Facilities Fees**. Developer must pay the school facilities impact fees imposed under state law (Educ. Code §§ 17620-17626, Gov't Code §§ 65970-65981, & Gov't Code §§ 65995-65998) at the rates in effect at the time of assessment.

EXHIBIT V

Map Showing Streets to be Vacated and Transferred to Developer

ARELIOUS WALKER DRIVE NOTE

FITCH STREET WAS RENAMED ARELIOUS WALKER DRIVE PER RESOLUTION NO. 1012-95 OF THE BOARD OF SUPERVISORS FOR THE CITY AND COUNTY OF SAN FRANCISCO, APPROVED BY THE MAYOR, DECEMBER 7, 1995.

MAP REFERENCES

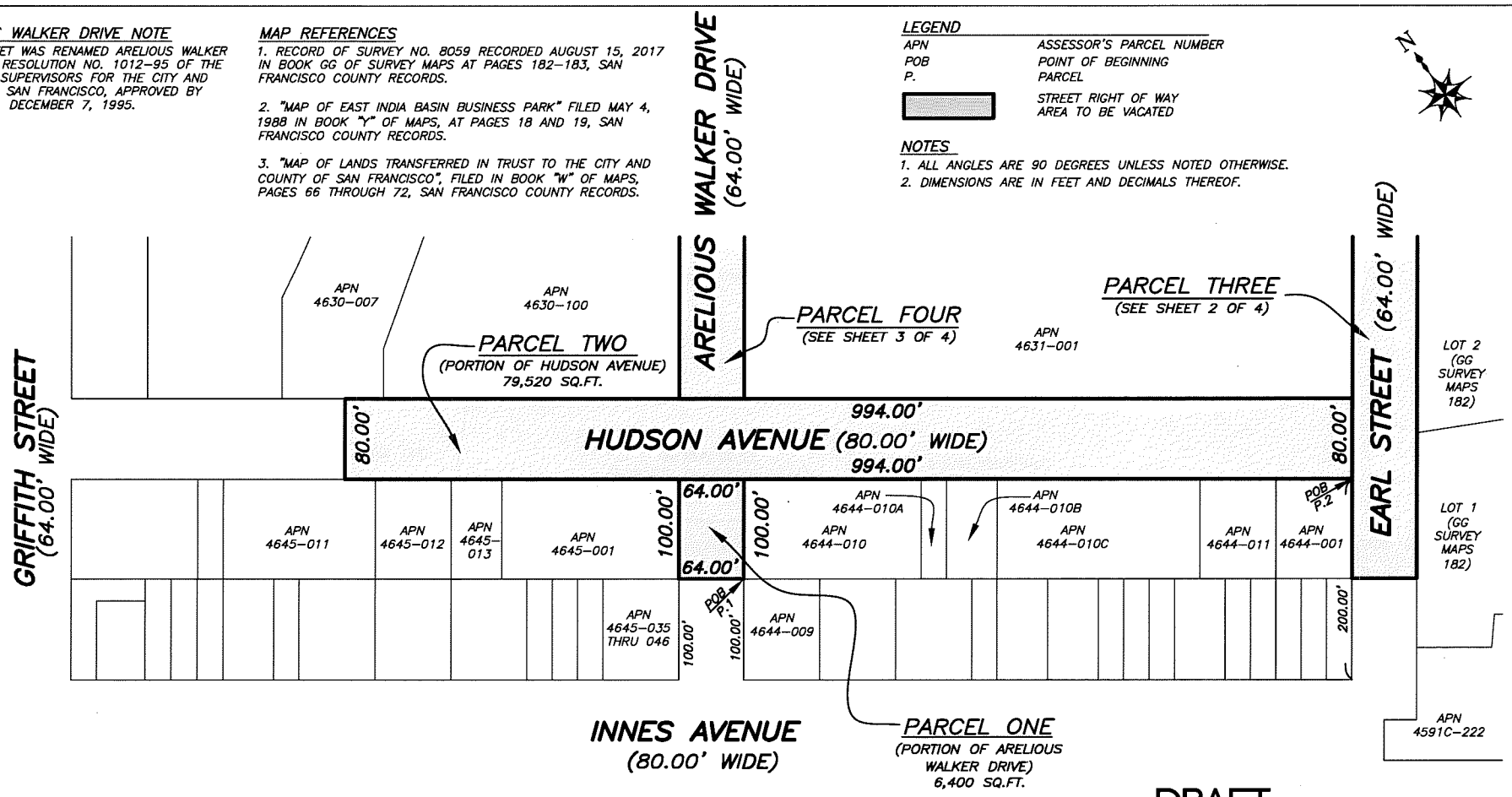
1. RECORD OF SURVEY NO. 8059 RECORDED AUGUST 15, 2017 IN BOOK GG OF SURVEY MAPS AT PAGES 182-183, SAN FRANCISCO COUNTY RECORDS.
2. "MAP OF EAST INDIA BASIN BUSINESS PARK" FILED MAY 4, 1988 IN BOOK "Y" OF MAPS, AT PAGES 18 AND 19, SAN FRANCISCO COUNTY RECORDS.
3. "MAP OF LANDS TRANSFERRED IN TRUST TO THE CITY AND COUNTY OF SAN FRANCISCO", FILED IN BOOK "W" OF MAPS, PAGES 66 THROUGH 72, SAN FRANCISCO COUNTY RECORDS.

LEGEND

APN	ASSESSOR'S PARCEL NUMBER
POB	POINT OF BEGINNING
P.	PARCEL
	STREET RIGHT OF WAY AREA TO BE VACATED

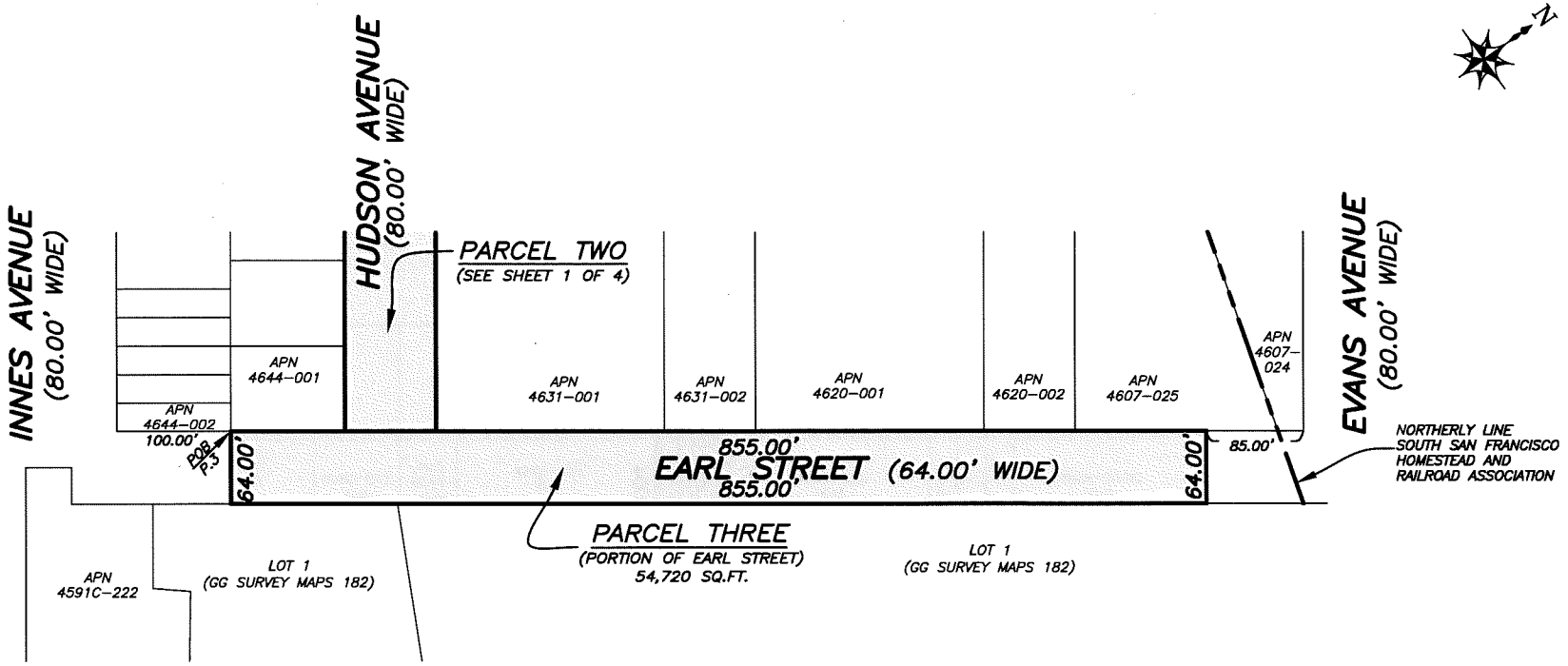
NOTES

1. ALL ANGLES ARE 90 DEGREES UNLESS NOTED OTHERWISE.
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.



DRAFT
DATE: 6-1-18

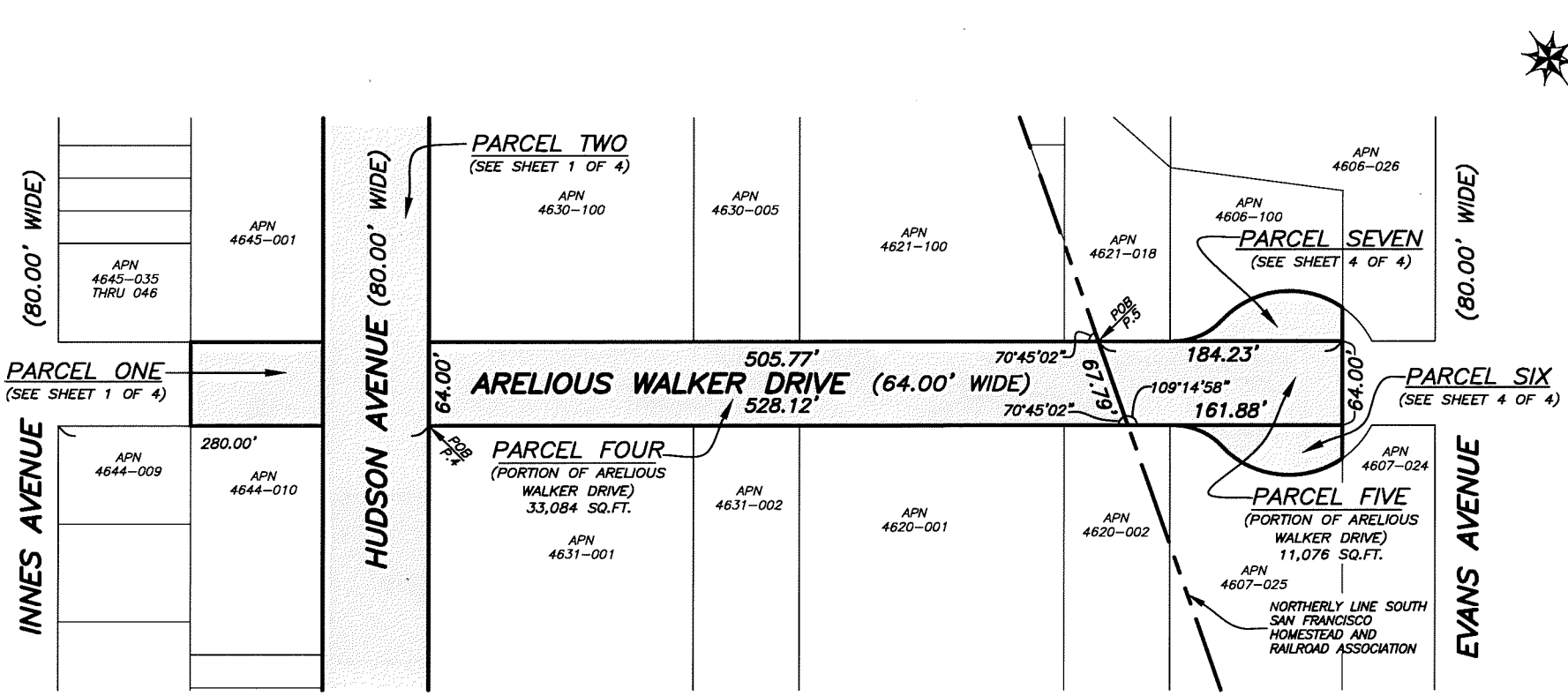
REFERENCES:	APPROVED:		BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS			
			DRW		VACATION OF A PORTION OF ARELIOUS WALKER DRIVE, HUDSON AVENUE, GRIFFITH STREET AND EARL STREET			
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	DATE	CK		FILE: SUR: 2018-XXX	SHEET 1 OF 4	SCALE: 1:100	CHANGE
			APP					



SEE SHEET 1 OF 4 FOR NOTES & LEGEND

DRAFT
DATE: 6-1-18

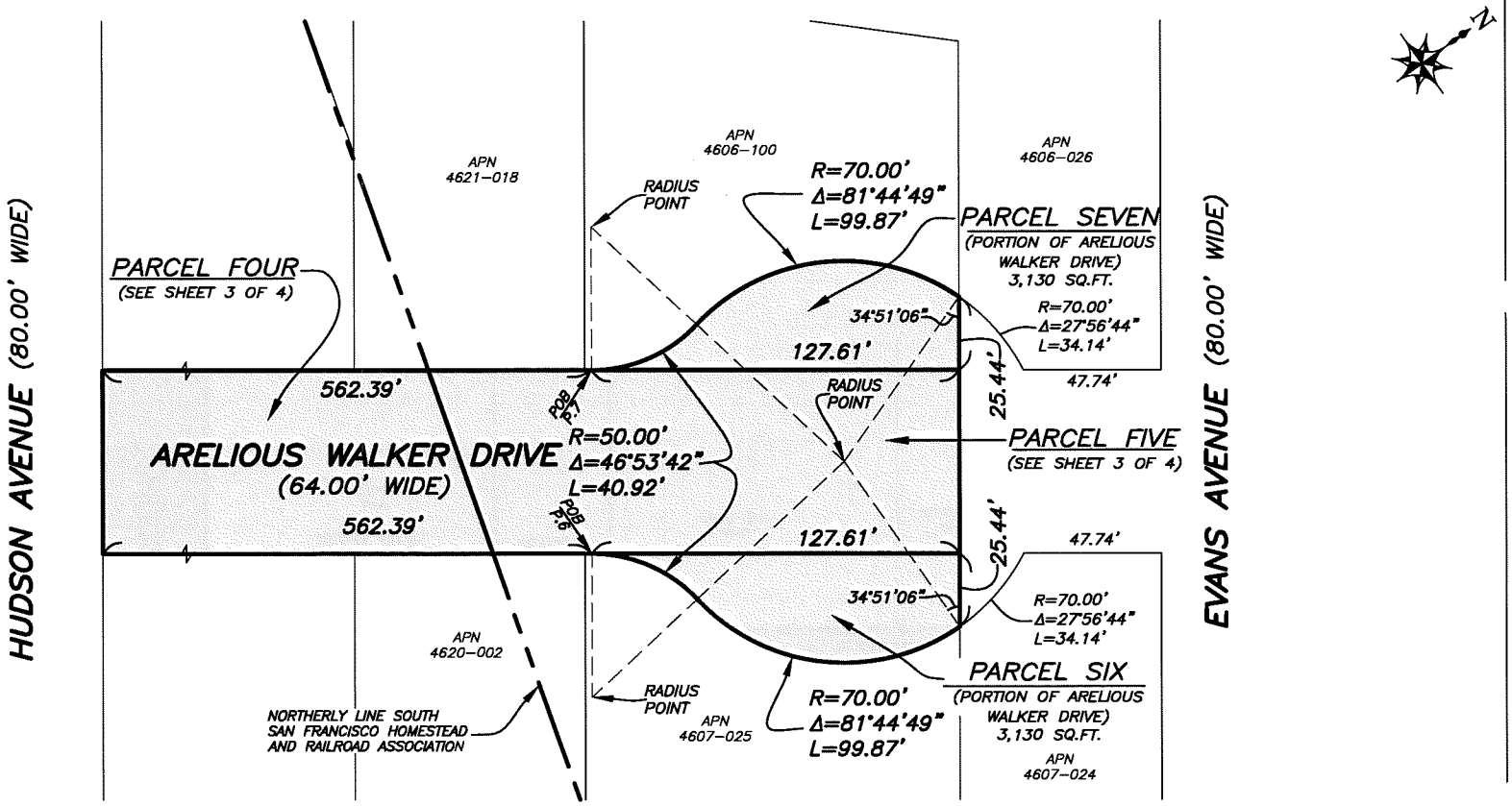
REFERENCES:	APPROVED:		BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS			
			DRW		VACATION OF A PORTION OF ARELIOUS WALKER DRIVE, HUDSON AVENUE, GRIFFITH STREET AND EARL STREET			
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	DATE	CK		FILE: SUR: 2018-XXX	SHEET 2 OF 4	SCALE: 1:100	CHANGE
			APP					



SEE SHEET 1 OF 4 FOR NOTES & LEGEND

DRAFT
DATE: 6–1–18

REFERENCES:	APPROVED:		BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS			
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	DATE	DRW		VACATION OF A PORTION OF ARELIOUS WALKER DRIVE, HUDSON AVENUE, GRIFFITH STREET AND EARL STREET			
			CK		FILE: SUR: 2018–XXX	SHEET 3 OF 4	SCALE: 1:80	CHANGE
			APP					



SEE SHEET 1 OF 4 FOR NOTES & LEGEND

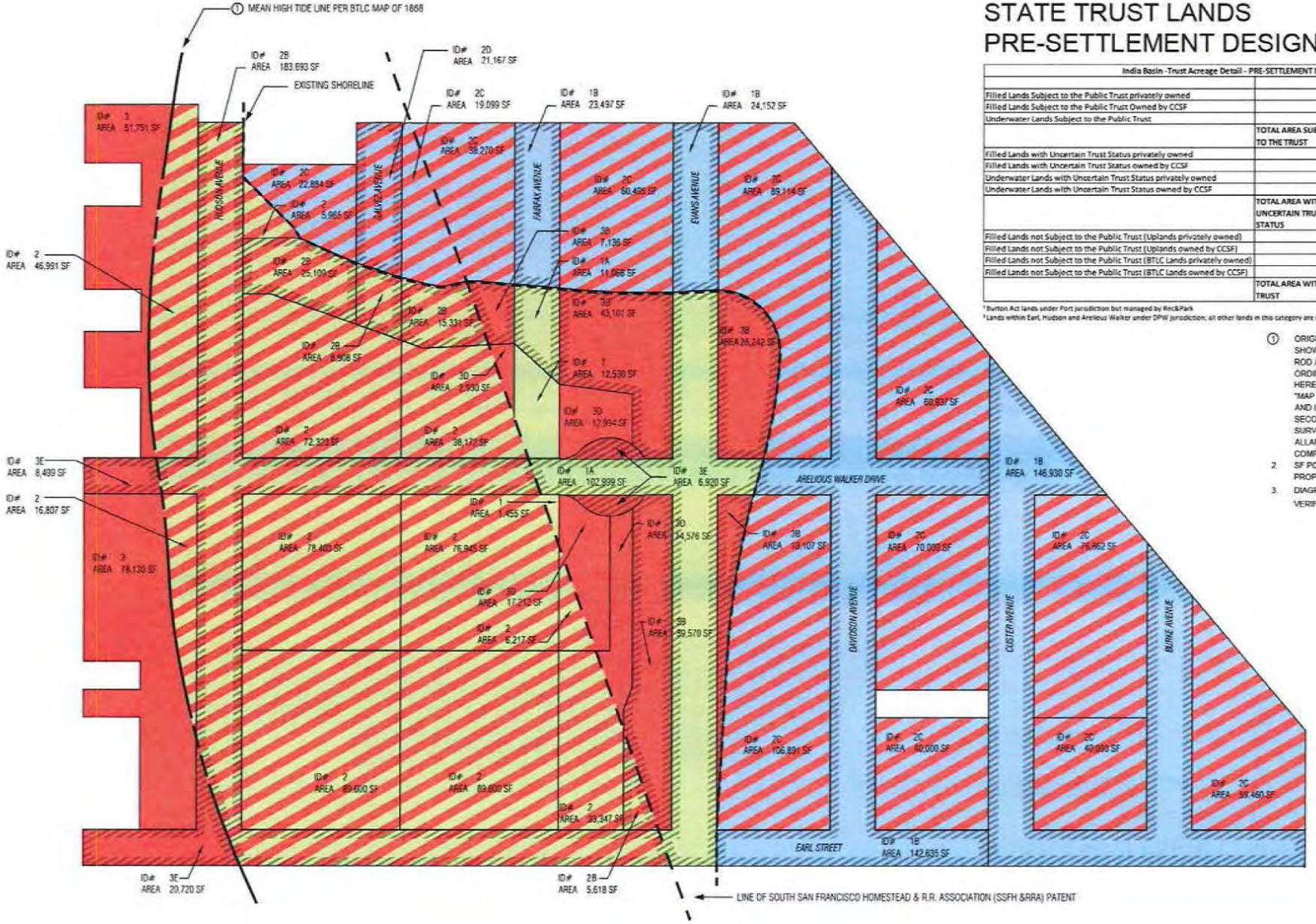
DRAFT
DATE: 6-1-18

REFERENCES:	APPROVED:		BY	DATE	CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS			
		DRW			VACATION OF A PORTION OF ARELIOUS WALKER DRIVE, HUDSON AVENUE, GRIFFITH STREET AND EARL STREET			
	BRUCE R. STORRS CITY & COUNTY SURVEYOR	DATE	CK		FILE: SUR: 2018-XXX	SHEET 4 OF 4	SCALE: 1:40	CHANGE
			APP					

EXHIBIT W

Map Showing Land Transfers

ATTACHMENT 3
STATE TRUST LANDS
PRE-SETTLEMENT DESIGNATION



India Basin -Trust Acreage Detail - PRE-SETTLEMENT DESIGNATION				
		SF	Acreage	Map ID #s
Filled Lands Subject to the Public Trust privately owned		13985	0.32	1
Filled Lands Subject to the Public Trust Owned by CCSF		114091	2.62	1A
Underwater Lands Subject to the Public Trust		337215	7.74	1B
	TOTAL AREA SUBJECT TO THE TRUST	465231	10.68	
Filled Lands with Uncertain Trust Status privately owned		556638	12.78	2
Filled Lands with Uncertain Trust Status owned by CCSF		232975	5.35	2B
Underwater Lands with Uncertain Trust Status privately owned		683946	15.70	2C
Underwater Lands with Uncertain Trust Status owned by CCSF		21167	0.49	2D
	TOTAL AREA WITH UNCERTAIN TRUST STATUS	1494725	34.31	
Filled Lands not Subject to the Public Trust (Uplands privately owned)		129882	2.98	3
Filled Lands not Subject to the Public Trust (Uplands owned by CCSF)		36140	0.83	3A
Filled Lands not Subject to the Public Trust (BTLC Lands privately owned)		47661	1.09	3D
Filled Lands not Subject to the Public Trust (BTLC Lands owned by CCSF)		131184	3.01	3B
	TOTAL AREA WITH NO TRUST	344866	7.92	

[1] Burton Act lands under Port jurisdiction but managed by Rec&Park
[2] Lands within Earl, Hudson and Arelious Walker under DPW jurisdiction; all other lands in this category are under Rec&Park jurisdiction

① ORIGINAL HIGH TIDE LINE (O.H.T.L.) OF 1868 SHOWN HEREON IS AS TRACED BY MARTIN M. ROD ASSOCIATES AS OF 6/11/15 PER NOTE: ORDINARY HIGH TIDE LINE OF 1868 SHOWN HEREON IS SCALED FROM THE MAP ENTITLED "MAP OF THE SALT MARSH AND TIDELANDS AND LANDS LYING UNDER WATER, SOUTH OF SECOND STREET." SAID TIDE LINE WAS SURVEYED UNDER THE DIRECTION OF GEO. F ALLARDT, COMMENCING IN 1868 AND COMPLETE IN JANUARY 1869. FIELD VERIFY.

2. SF PORT AUTHORITY JURISDICTION LINE, PROPERTY LINES, AND PARCEL NUMBERS

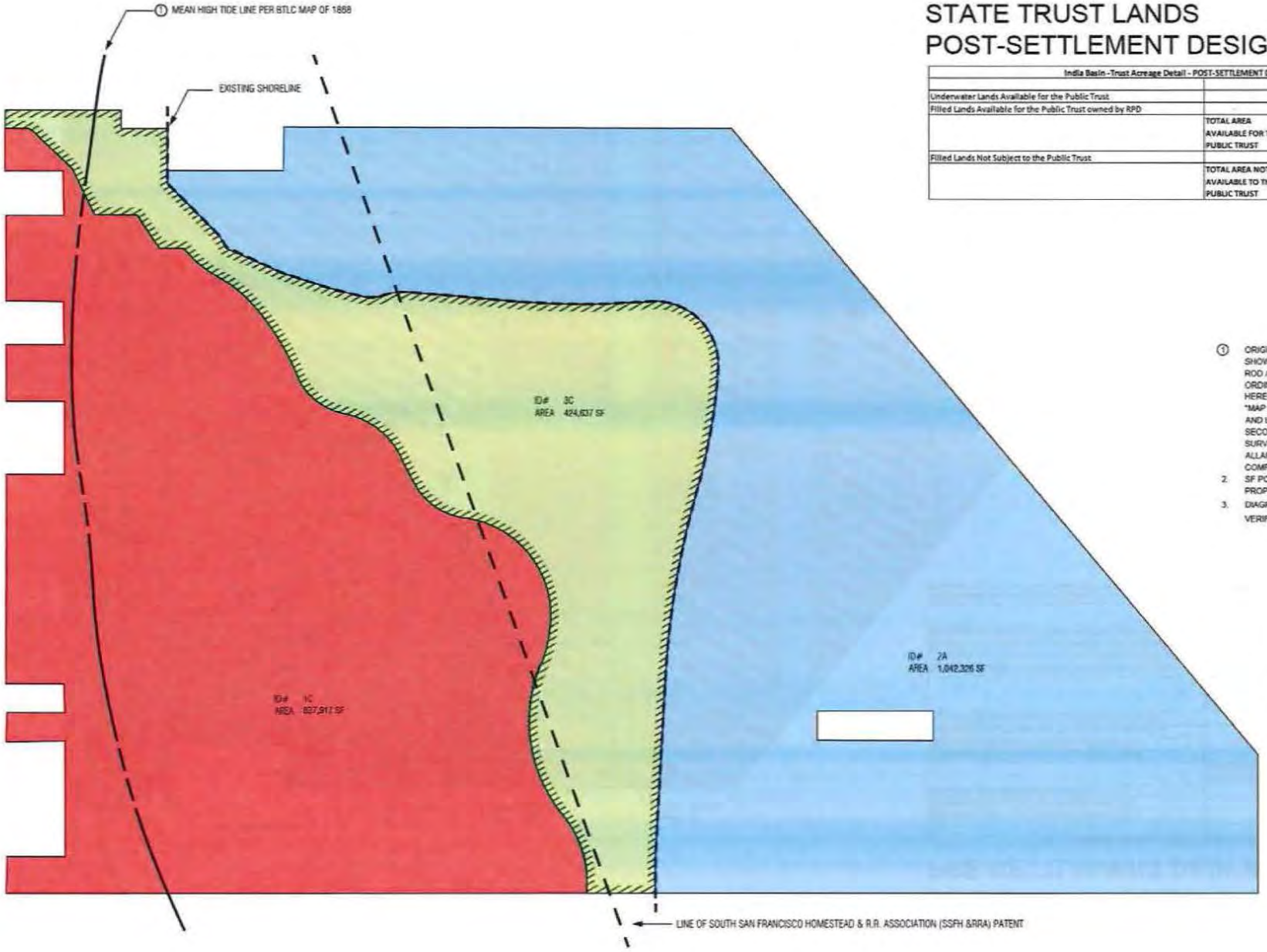
3. DIAGRAM FOR REFERENCE ONLY. FIELD VERIFY ALL ELEMENTS

PROJECT ID	IBE 1401
DATE	4.5.2017
CLIENT	BUILD INC.

bionic

ATTACHMENT 4
STATE TRUST LANDS
POST-SETTLEMENT DESIGNATIONS

India Basin - Trust Acreage Detail - POST-SETTLEMENT DESIGNATIONS				
		SF	Acreage	Map ID #s
Underwater Lands Available for the Public Trust		1042326	23.93	2A
Filled Lands Available for the Public Trust owned by RPD		424637	9.75	3C
	TOTAL AREA AVAILABLE FOR THE PUBLIC TRUST	1466963	33.68	
Filled Lands Not Subject to the Public Trust		837917	19.24	1C
	TOTAL AREA NOT AVAILABLE TO THE PUBLIC TRUST	837917	19.24	



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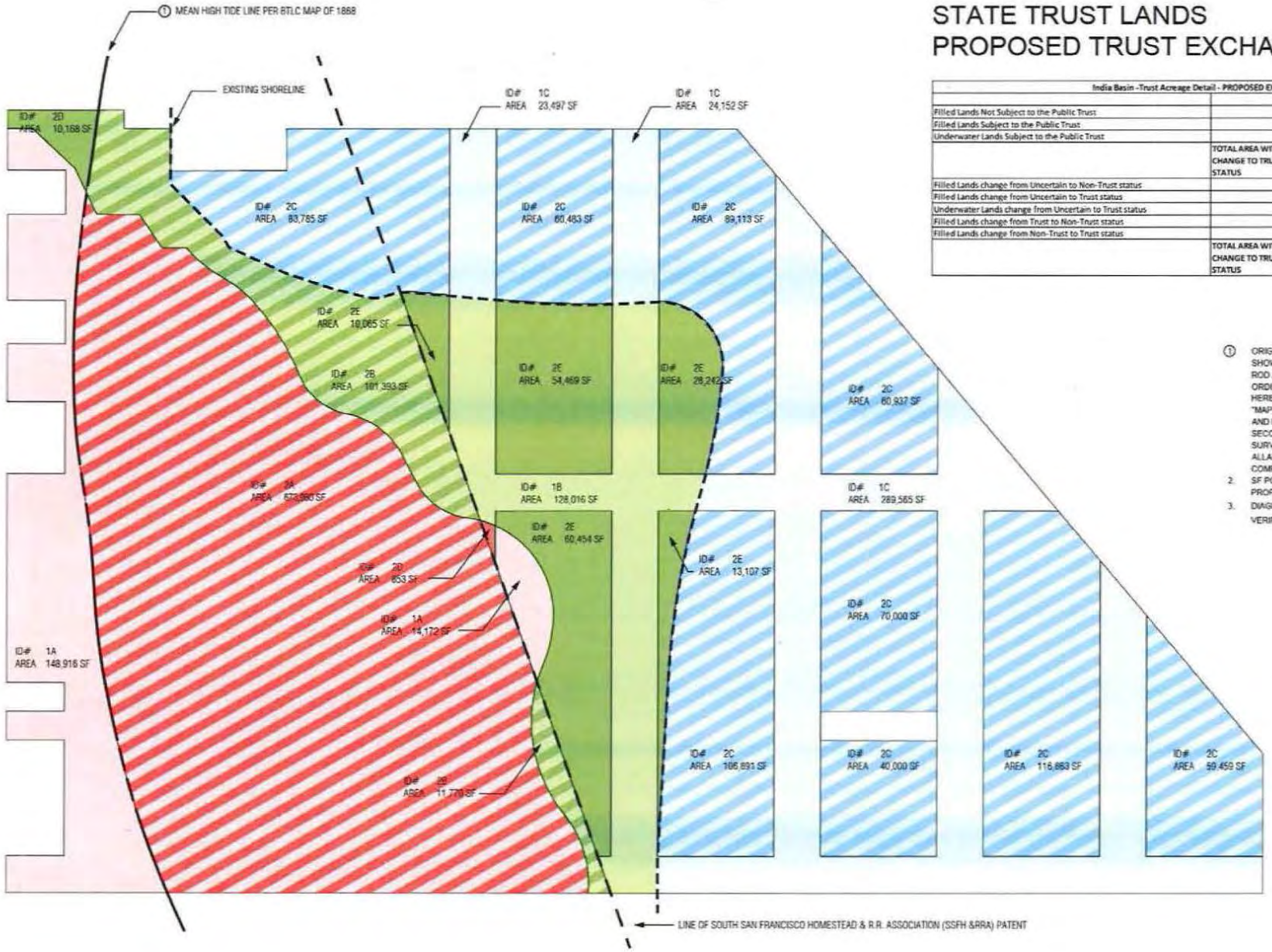
2. SF PORT AUTHORITY JURISDICTION LINE, PROPERTY LINES, AND PARCEL NUMBERS
3. DIAGRAM FOR REFERENCE ONLY. FIELD VERIFY ALL ELEMENTS

PROJECT ID	IBE 1401
DATE	4.5.2017
CLIENT	BUILD INC.

bionic

ATTACHMENT 5
STATE TRUST LANDS
PROPOSED TRUST EXCHANGE



India Basin -Trust Acreage Detail - PROPOSED EXCHANGE				
		SF	Acreage	Map ID #s
Filled Lands Not Subject to the Public Trust		163087	3.74	1A
Filled Lands Subject to the Public Trust		127155	2.92	1B
Underwater Lands Subject to the Public Trust		337214	7.74	1C
	TOTAL AREA WITH NO CHANGE TO TRUST STATUS	627456	14.40	
Filled Lands change from Uncertain to Non-Trust status		673980	15.47	2A
Filled Lands change from Uncertain to Trust status		115779	2.66	2B
Underwater Lands change from Uncertain to Trust status		705096	16.19	2C
Filled Lands change from Trust to Non-Trust status		853	0.02	2D
Filled Lands change from Non-Trust to Trust status		181695	4.17	2E
	TOTAL AREA WITH CHANGE TO TRUST STATUS	1677405	38.51	

① ORIGINAL HIGH TIDE LINE (O.H.T.L.) OF 1868 SHOWN HEREON IS AS TRACED BY MARTIN M. ROD ASSOCIATES AS OF 6/11/15 PER NOTE. ORDINARY HIGH TIDE LINE OF 1868 SHOWN HEREON IS SCALED FROM THE MAP ENTITLED "MAP OF THE SALT MARSH AND TIDELANDS AND LANDS LYING UNDER WATER, SOUTH OF SECOND STREET." SAID TIDE LINE WAS SURVEYED UNDER THE DIRECTION OF GEO. F. ALLARDT, COMMENCING IN 1868 AND COMPLETE IN JANUARY 1869. FIELD VERIFY.

2. SF PORT AUTHORITY JURISDICTION LINE, PROPERTY LINES, AND PARCEL NUMBERS.

3. DIAGRAM FOR REFERENCE ONLY. FIELD VERIFY ALL ELEMENTS.

PROJECT ID	IBE 1401
DATE	4.5.2017
CLIENT	BUILD INC.

bionic

EXHIBIT X

Form of Quitclaim Deed

EXHIBIT X
FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO: Real Estate Division City and County of San Francisco 25 Van Ness Avenue, Suite 400 San Francisco, California 94102 Attn: Director of Property MAIL TAX STATEMENTS TO: _____ _____ _____ Attn: _____ The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg. Code § 1105)	

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

Documentary Transfer Tax of $_____ based upon full market value of the property without deduction for any lien or encumbrance

QUITCLAIM DEED
[(Assessor's Parcel No. _____)]

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), pursuant to [Ordinance No. _____, adopted by the Board of Supervisors on _____, 2018 and approved by the Mayor on _____, 2018], subject to the reservations in their Quitclaim Deed hereby RELEASES, REMISES AND QUITCLAIMS to [_____], any and all right, title and interest City may have in and to the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof (the "**Property**").

Executed as of this _____ day of _____, 20__.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
[NAME]
Director of Property

Board of Supervisors Ordinance No. _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
[NAME OF DEPUTY]
Deputy City Attorney

[If required: DESCRIPTION
CHECKED/APPROVED:]

By: _____
[NAME]
City Engineer

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

State of California)
)ss
County of San Francisco)

On _____, before me, _____, a notary public in and for said State, 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 _____ (Seal)

EXHIBIT A

Legal Description

[To be inserted.]

EXHIBIT Y

Form of Grant Deed

EXHIBIT Y
FORM OF GRANT DEED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Director of Property
Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102

The undersigned hereby declares this instrument to be exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg. Code § 1105)

APN(s): _____ SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, [**NAME OF GRANTOR**], a [California limited liability company] ("Grantor"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof (the "Property"), together with together with all buildings, improvements and fixtures located thereon and any and all rights, privileges and easements incidental or appurtenant to the Property, including, without limitation, any and all minerals, oil, gas and other hydrocarbon substances on and under the Property, as well as any and all development rights, air rights, water, water rights, riparian rights and water stock relating to the Property, and any and all easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the land and all of Grantor's right, title and interest in and to any and all roads and alleys adjoining or servicing the Property.

The foregoing is conveyed subject to: (a) the lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California due to the conveyance of the Property under this Grant Deed; and (b) the liens for real property taxes for the fiscal year [_____] not yet due and payable.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Grant Deed has been executed by Grantor as of [_____, 20__] to be effective as of [_____, 20__].

GRANTOR:

[_____],
a [_____]

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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

State of California
County of _____)

On_____, 20 __ before me, _____
(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 _____ **(Seal)**

EXHIBIT A

LEGAL DESCRIPTION

[To be inserted.]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, from the [GRANTOR'S NAME] a [California limited liability company] to the City and County of San Francisco, a municipal corporation ("Grantee"), is hereby accepted by order of its Board of Supervisors' Resolution No. 18110, adopted on August 5, 1957, and approved by the Mayor on August 10, 1957, and Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

_____
Director of Property

EXHIBIT Z

Port/RPD Open Space Covenant

WHEN RECORDED MAIL TO: City and County of San Francisco Department of Real Estate 25 Van Ness Avenue, Suite 400 San Francisco, California 94112 Free recording requested pursuant to Government Code Section 27383 by the City and County of San Francisco	

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DECLARATION OF OPEN SPACE COVENANT

This Declaration of Open Space Covenant (this "Declaration") is made as of [*date*], 2018, by the City and County of San Francisco, a municipal corporation (the "City"), acting by and through the Department of Real Estate, the Recreation and Park Commission ("RPD") and the Port Commission ("the Port").

The City owns various open space parcels commonly known as 900 Innes Avenue, India Basin Shoreline Park and the India Basin Open Space. In connection with a mixed use development project including approximately [XXX] residences (the "Project"), Build Inc., a [_____] ("Master Developer"), has conveyed or will convey approximately [__] acres of land to the City to facilitate the improvement and expansion of these open space parcels. The City intends to create an integrated waterfront park, including both land previously owned by the City as well as land dedicated to the City by Master Developer, as generally shown in Exhibit A (the "India Basin Park").

In connection with the Project, the City entered into a Public Trust Exchange and Title Settlement Agreement [dated XXXX] with the State of California and recorded as Document No. [____] on [_____] (the "Exchange Agreement") to place the public trust for purposes of commerce, navigation and fisheries (the "Public Trust") on certain public property and to remove the Public Trust and any Public Trust claims from certain development parcels retained by Developer. Under the Exchange Agreement, the City is placing the Public Trust on that portion of the India Basin Park property described in Exhibit B (the "Land").

The City makes this Declaration to ensure that the Land continues as park and open space subject to the Public Trust in perpetuity, and to confirm the role of RPD and the Port in the use, operation and maintenance of the Land.

The City declares that the Land will be subject to the following restrictions:

1. As part of the Project, the Land shall be improved and become a part of the India Basin Park. The City agrees to maintain the Land as park and open space, subject to the Public Trust. Port shall be trustee of the Public Trust, with the right to ensure that all uses and operations are consistent with the Public Trust. Non-recreational uses of the Land shall not be allowed except to the extent consistent with the City's Charter and the Public Trust.

2. RPD shall operate and maintain the India Basin Park, including the Land. RPD shall have the right to enter into management, landscaping, programming and other contracts relating to the Land or to perform such work directly by RPD staff. Any City liability and all funding for India Basin Park maintenance and operations shall be held and managed by and through RPD.

3. If RPD proposes material alterations to the Land or to uses of the Land, RPD shall notify the Port of the proposed alterations or uses so as to give the Port an opportunity to ensure that the alterations or uses, as applicable, are consistent with the Public Trust. The Port may not object to any alteration or use except to the extent it is inconsistent with the Public Trust.

4. Upon the Port's request, RPD staff will provide such information as may be requested by the Port to verify that the uses and operations of the Land are not inconsistent with the Pubic Trust. RPD staff and Port staff shall met and confer as needed to ensure the requirements of this Declaration are being satisfied at all times.

5. This Declaration shall remain in effect unless terminated by the City. This Declaration cannot be amended or terminated without the prior consent of the RPD Commission, the Port Commission, and the City's Board of Supervisors, each in their sole discretion following a duly noticed public hearing.

6. This Declaration constitutes a covenant that runs with the Land, binding all future owners and users of the Land, unless expressly terminated as set forth above.

7. Nothing in this Declaration shall be deemed to be a gift to the general public or to give any person or entity, other than the City, the right to enforce this Declaration. There are no third party beneficiaries to this Declaration. Any enforcement shall be by specific performance, without the right to monetary damages or compensation.

8. This Declaration shall be governed by, and construed in accordance with, the laws of the State of California and the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, operating by and through the Department of Real Estate Real Estate

By: _____
Andrico Penick, Director of Property

Authorized by Board of Supervisors Resolution No. __
Adopted _____, 2018

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

By: _____
Elaine Forbes, Executive Director

Authorized by Port Resolution No. _____
Adopted _____, 2018

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

By: _____
Phil Ginsburg, Executive Director

Authorized by RPD Resolution No. _____
Adopted _____, 2018

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

By: _____
Deputy City Attorney

EXHIBIT AA

Form of Notice of Completion and Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

_____

[_____]

[address]_____

_____

_____

Attn: _____

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

THIS NOTICE OF COMPLETION OF BUILDING AND COMMUNITY BENEFITS (this "Notice") dated for reference purposes only as of this _____ day of _____, 20__, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), acting by and through its Planning Department, and [_____, a _____ limited liability corporation] ("Developer") [*substitute party, if needed*].

1. The City and Developer entered into that certain Development Agreement dated as of _____, and recorded in the Official Records of the City and County of San Francisco on _____, as Document Number _____ (Book No. ___, Reel No. _____) (the "Development Agreement"). Capitalized terms used in this Notice that are not defined shall have meaning given to such terms in the Development Agreement.

2. Under Section 7.1 of the Development Agreement, when a Development Phase has been completed, including all of the Associated Community Benefits within that Development Phase, the City agreed to execute and record a notice of completion as it relates to the applicable Development Phase.

3. The City confirms that the Development Phase located on the property described in the attached Exhibit A (the "Affected Property") has been completed in accordance with the Development Agreement. All parties with an interest in the Affected Property have the right to rely on this Notice.

CITY:

CITY AND COUNTY OF SAN FRANCISCO, municipal corporation

By: _____
Director of Planning

Approved as to form:

[DENNIS J. HERRERA], City Attorney

By: _____
Deputy City Attorney

EXHIBIT BB

Form of Permits to Enter City Property

Exhibit BB

FORM OF PERMIT TO ENTER CITY PROPERTY

THE CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), grants to _____, a _____ ("**Permittee**"), a non-exclusive permit to enter upon certain City-owned real property (the "**Permit Area**") located at _____ upon the terms, covenants, and conditions in this Permit to Enter ("**Permit**"). This Permit is entered into in accordance with the terms of that certain Development Agreement by and between the City and India Basin Investment LLC, a California limited liability company dated _____, 2018 (the "**DA**").

1. **Permit Area**: The Permit Area is more particularly shown on Exhibit [__]-1 attached to this Permit and incorporated by this reference. The Permit is non-exclusive and is subject to the rights of ingress and egress by the City and others, who are authorized to access portions of the Permit Area.

2. **Interim Use**: The Permittee may use the Permit Area to _____*[describe permitted activities]* and to perform all work on and maintenance of the Permit Area as required by the DA*[insert for Big Green:*, in particular, Section 6.5 of the DA*]* ("**Interim Use**"). No uses other than those specifically included above are authorized by this Permit.

3. **Time of Entry**: Once the Permit is fully executed, entry may commence on _____, at 8:00 a.m. This Permit and Permittee's rights under this Permit will terminate on _____, at 5:00 p.m., unless earlier terminated by the City under as provided in this Permit or earlier terminated by Permittee by cessation of activities/operations, or unless the time is extended by the [Director of Property/General Manager [**NB: as applicable per City Agency with jurisdiction over subject land**]].

4. **Indemnification:**

a. General Indemnification: Permittee will defend, hold harmless and indemnify the City and/or their respective commissioners, members, officers, agents, and employees of and from any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, actions, causes of action, and liabilities of every kind, nature, and description directly or indirectly, arising out of or connected with this Permit and any of the Permittee's operations or activities related thereto, and excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified, or held harmless, and excluding any and all claims, demands, losses, costs, expenses, obligations, damages, injuries, action, causes of action, or liabilities of any kind arising out of any Release (as defined in Section 6.f below) or threatened release of any Hazardous Substance (as defined in Section 6.d below), pollutant, or contaminant, or any condition of pollution, contamination, or nuisance which will be governed exclusively by the provisions of Section 5.c below. This section does not apply to contracts for construction design services provided by a design professional, as defined in California Civil Code Section 2782.8. Nothing in this Section will limit or reduce any indemnification set forth in the DA.

b. Indemnification By Design Professionals: This section applies to any design professional as defined in California Civil Code Section 2782.8 who is or will provide professional services as part of, collateral to, or affecting this Permit with the Permittee ("**Design Professional**"). Each Design Professional who provides design services will defend, hold harmless, and indemnify the City and its respective commissioners, members, officers, agents, and employees of and from all claims, loss, damage, injury, actions, causes of action, and liability of every kind, nature and description directly or indirectly that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional. It is expressly agreed and understood that the duty of indemnification under this section is to be interpreted broadly to the greatest extent permitted by law, including but not limited to California Civil Code Section 2782.8.

c. No Mechanics' Liens: Permittee will not permit any mechanics' or other liens to be levied against the Permit Area for any labor or material furnished to Permittee or claimed to have been furnished to Permittee or to Permittee's agents or contractors in connection with the Interim Use and Permittee will hold the City free and harmless from all cost or expense connected with or arising from the Interim Use.

5. Hazardous Material Acknowledgement and Indemnification:

a. Hazardous Material Acknowledgement: Permittee recognizes that, in entering upon the Permit Area and performing the Interim Use under this Permit, its employees, invitees, subpermittees, and subcontractors may be working with or be exposed to substances or conditions that are toxic or otherwise hazardous. Permittee acknowledges that the City is relying on the Permittee to identify and evaluate the potential risks involved and to take all appropriate precautions to avoid risks to its employees, invitees, subpermittees, and subcontractors. Permittee agrees that it is assuming full responsibility for ascertaining the existence of all risks, evaluating their significance, implementing appropriate safety precautions for its employees, invitees, subpermittees, and subcontractors and making the decision on how (and whether) to enter upon the Permit Area and carry out the Interim Use, with due regard to the risks and appropriate safety precautions.

b. Proper Disposal of Hazardous Materials: Permittee assumes sole responsibility for managing, removing, and properly disposing of any waste produced during or in connection with Permittee's entry and/or Interim Use of the Permit Area including, without limitation, preparing and executing any manifest or other documentation required for or associated with the removal, transportation, and disposal of hazardous substances to the extent required in connection with the Permittee's activities.

c. Toxics Indemnification: Permittee will defend, hold harmless, and indemnify the City and its respective commissioners, members, officers, agents, and employees from and against any and all claims, demands, actions, causes of action or suits (actual or threatened), losses, costs, expenses, obligations, liabilities, or damages, including interest, penalties, engineering consultant and attorneys' fees resulting from any release or threatened release of a hazardous substance, pollutant, or contaminant, or any condition of pollution or contamination, or nuisance in the Permit Area or in ground or surface waters associated with and in the vicinity of the Permit Area to the extent that the release or threatened release, or condition

is directly created or aggravated by the Interim Use undertaken by Permittee under this Permit or by any breach of or failure to duly perform or observe any term, covenant, or agreement in this Permit to be performed or observed by the Permittee, including but not limited to any violation of any Environmental Law (as defined in Section 6.e below); provided, however, that Permittee will have no liability, nor any obligation to defend, hold harmless, or indemnify any person or entity for any claim, action, loss, cost, liability, expense, or damage resulting from (i) the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified, or held harmless, or (ii) the mere discovery or disclosure of any pre-existing condition on or in the vicinity of the Permit Area; and provided further that Permittee will be held to a standard of care no higher than the standard of care applicable to environmental and geotechnical professionals in San Francisco.

d. Hazardous Substances: For purposes of this Permit, the term "**Hazardous Substance**" has the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and also includes, without limitation, petroleum, (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("**PCBs**" or "**PCB**"), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(h), all chemicals listed under California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant, or contaminant under applicable state or local law.

e. Environmental Laws: For purposes of this Permit, the term "**Environmental Laws**" includes but is not limited to all federal, state, and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee and community right-to-know requirements, related to the Interim Use.

f. Release: For purposes of this Permit, the term "**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance or pollutant or contaminant).

g. Soils Investigation: If the Interim Use under Section 2 of this Permit includes any soils investigations, then Permittee warrants as follows:

(1) If any soils investigation permitted under this Permit involves drilling holes with a diameter that could create a safety hazard for persons, the holes during any drilling operations must be carefully safeguarded and be refilled on the completion of the drilling operations (and compacted to the extent necessary) to the level of the original surface penetrated by the drilling.

(2) The City has no responsibility or liability of any kind or character with respect to any utilities that may be located in or on the Permit Area. Permittee has the sole responsibility to locate the same and to protect them from damage. Permittee will be solely

responsible for any damage to utilities or damage resulting from any damaged utilities. Before the start of the Interim Use, the Permittee is advised to contact Underground Services Alert for assistance in locating existing utilities at (800) 642-2444. Any utility conduit or pipe encountered in excavations not identified by Underground Services Alert must be brought to the attention of the City immediately.

(3) All soils test data and resulting reports obtained from these activities must be provided to the City upon request and the City may use the data for whatever purposes it deems appropriate, including making it available to others for use in connection with any development. The data, reports, and City use will be without any charge to the City.

(4) Any hole drilled, if not refilled and compacted at the end of each day's operation, and the drilling work area and any equipment left on the Permit Area must be carefully safeguarded and secured after the completion of each day's work.

6. **Insurance**: Permittee will procure and maintain coverage for the duration of the Permit, including any extensions, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of Interim Use by the Permittee, its agents, representatives, employees, subpermittees, or subcontractors. The cost of the insurance will be borne by the Permittee.

a. Required Coverages. Permittee will procure and maintain throughout the term of this Permit and pay the cost thereof the following insurance:

(i) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than $1,000,000 for each accident and occurrence; and

(ii) Comprehensive or Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage; and

(iii) Comprehensive or Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance is required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in, and around the Permit Area; and

(iv) Any other insurance as required by law or as the City's Risk Manager may require.

b. Claims Made Policy. If any of the required insurance is provided under a claims-made form, Permittee will maintain that coverage continuously throughout the term of this Permit, and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, if occurrences during the term of this Permit give rise to claims made after expiration of this Permit, then those claims will be covered by the claims-made policies.

c. Annual Aggregate Limit. If any of the required insurance is provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in the annual aggregate limit, the annual aggregate limit must be not less than double the occurrence limits specified above.

d. Additional Insureds. Liability policies must be endorsed to name as additional insureds the "City and County of San Francisco, and its officers, directors, employees, and agents" (Insurance Certificate with Endorsement for the additional insureds).

e. Payment of Premiums. Permittee will pay all the premiums for maintaining all required insurance.

f. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained herein, City and Permittee (each a "**Waiving Party**") each hereby waives any right of recovery against the other party for any loss or damage sustained by the other party with respect to the Permit Area or any portion of it or the contents of the Permit Area or any operation in or on the Permit Area, whether or not the loss is caused by the fault or negligence of the other party, to the extent the loss or damage is covered by insurance required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Permit Area; provided, the failure to obtain an endorsement will not affect the above waiver.

g. General Insurance Matters.

(1) All insurance policies must be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal, or reduction in coverage or limits to the City, or Permittee will provide notice to City in lieu of the policy provisions.

(2) All insurance policies will be endorsed to provide that the insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured will not operate to increase the insurer's limit of liability.

(3) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to the City, must be furnished to the City, along with complete copies of policies if requested by the City.

(4) All insurance policies required to be maintained by Permittee must be by an insurance company or companies reasonably acceptable to the City with an AM Best rating of not less than A-VII and approved to do business in the State of California.

h. No Limitation on Indemnities. Permittee's compliance with the provisions of this Section will in no way relieve or decrease Permittee's indemnification obligations under this Permit, the DA or other agreement, or any of Permittee's other obligations or liabilities under this Permit.

i. Lapse of Insurance. City may elect in the City's sole and absolute discretion to terminate this Permit upon the lapse of any required insurance coverage by written notice to Permittee.

j. Permittee's Personal Property. Permittee is responsible, at its expense, for separately insuring Permittee's personal property.

k. Subpermittee: Permittee must include all subpermittees as insureds under its policies or require each subpermittee to furnish separate insurance certificates and endorsements. All coverages for subpermittees will be subject to all the requirements of this Permit.

7. "As Is", Maintenance, Restoration, Vacating: Permittee accepts the Permit Area is accepted "**AS IS**" and Permittee's entry on the Permit Area is Permittee's acknowledgment that all dangerous places and defects in the Permit Area are known to it and Permittee will make the Permit Area and any dangerous place or defects secure and maintain the secure condition. Permittee will maintain the Permit Area so that it will not be unsafe, unsightly, or unsanitary. On termination of this Permit, Permittee will vacate the Permit Area and remove all personal property and restore the Permit Area to its condition at the time of entry or better, subject to improvements made by Permittee under this Permit, if any. The City will have the right without notice to Permittee to dispose of any property left on the Permit Area after Permittee has vacated the Permit Area. The City makes no representations or warranties, express or implied, with respect to the environmental condition of the Permit Area or the surrounding property (including without limitation all facilities, improvements, structures, and equipment or soil or groundwater) or compliance with any Environmental Laws, and gives no indemnification, express or implied, for any costs or liabilities arising out of or related to the presence, discharge, migration, or Release or threatened Release of Hazardous Substance in or from the Permit Area.

8. Compliance With Laws: All activities and operations of the Permittee and/or its agents, contractors, subpermittees, or employees or authorized entries under this Permit must be in full compliance with all applicable laws and regulations of the federal, state, and local governments, including but not limited to any mitigation measures [are attached hereto][set forth in the DA], which are by this reference and made a part of this Permit as if set forth in full.

9. Security of Permit Area: There is an existing fence with gates around the Permit Area: Yes ☐ No ☐

If "Yes" is checked above, Permittee will maintain the fence in good condition and repair any damage caused by Permittee or as a result of the Interim Use. Permittee may relocate the fence as needed, provided that the fence is restored to its original condition upon termination of the permit. During the term of the permit, the Permittee will keep the Permit Area secure at all times. If "No" is checked above, Permittee may install a fence, and will install a fence if required under Section 15 below, around construction sites without adversely impacting appropriate ingress and egress by others. The City must approve the location of any fence. Permittee will be responsible for removing the fence when no longer needed and repairing any damage caused by the removal.

10. Early Termination: The City may terminate this Permit for Permittee's violation of any of this Permit's terms, covenants, or conditions and Permittee's failure to cure the violation with 48 hours after written notice from the City, or 24 hours' notice if the total time of permitted entry under Section 3 is four (4) days or less. Written notice under this section will be sufficient if the notice is posted at the Permit Area and sent by email to the Permittee's office at [_____].

11. Entry under Permittee Authority: The Permit granted Permittee for the Interim Use means and include all of Permittee's subpermittees, agents, and employees. In this regard, Permittee assumes all responsibility for the safety of all persons and property and any contents placed in the Permit Area under this Permit. All Interim Uses performed in the Permit Area and all persons entering the Permit Area and all property and equipment placed in the Permit Area for the Interim Use is presumed to be with the express authorization of the Permittee.

12. Governing Law: This Permit is governed by and interpreted under the laws of the State of California.

13. Attorneys' Fees: In any action or proceeding arising out of this Permit, the prevailing party will be entitled to reasonable attorneys' fees and costs. For purposes of this Permit, the reasonable fees of attorneys of the City will be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the attorney's services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the San Francisco City Attorney's Office.

14. Special Provisions:

a. 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. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

b. Non-Discrimination.

(1) Covenant Not to Discriminate. In the performance of this Permit, Permittee covenants and agrees not to discriminate on the basis of any fact or perception of a person's race, color, creed, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, height, weight, or acquired immune deficiency (AIDS) or HIV syndrome against any employee of, any City employee working with, or applicant for employment with, Permittee, in any of Permittee's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Permittee.

(2) Contracts. Permittee will include in all subpermits and contracts relating to the Premises a non-discrimination clause applicable to the subpermittee or contractor in substantially the form of Section 14(b)(1) above. In addition, Permittee will incorporate by reference in all subpermits and contracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and require all subpermittees and contractors to comply with those provisions. Permittee's failure to comply with the obligations in this Section will constitute a material breach of this Permit.

(3) Non-Discrimination in Benefits. Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco 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 employees, where the domestic partnership has been registered with a governmental entity under state or local law authorizing that registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(4) 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 Permit as though fully set forth. Permittee will comply fully with and be bound by all of the provisions that apply to this Permit under those Chapters of the Administrative Code, including, but not limited to, the remedies provided in those Chapters. Without limiting the foregoing, Permittee understands that Section 12B.2(h) of the San Francisco Administrative Code includes a penalty of Fifty Dollars ($50) for each person for each calendar day during which the person was discriminated against in violation of the provisions of this Permit, and Permittee may be assessed that penalty and/or City may deduct the penalty from any payments due Permittee.

c. Tropical Hardwoods and Virgin Redwood. City urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Except as permitted by the application of Sections 802(b) and 803(b), Permittee will not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this Permit.

d. No Tobacco Advertising. Permittee acknowledges that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the Permit Area. This 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 prohibition does not apply to any advertisement sponsored by a state, local, or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

e. Conflicts of Interest. Through its execution of this Permit, Permittee 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 that would constitute a violation of those provisions, and agrees that if Permittee becomes aware of any fact during the term of this Permit that would be a violation of those provisions, then Permittee will immediately notify the City.

f. Food Service Waste Reduction. Permittee is bound by and will comply with all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. This ordinance prohibits the use of polystyrene foam disposable food service ware and requires the use of compostable or recyclable food service ware by anyone serving food in San Francisco. The provisions of Chapter 16 are incorporated into this Permit by reference as though fully set forth. This provision is a material term of this Permit. By entering into this Permit, Permittee acknowledges that if it breaches the requirements of Chapter 16, then Permittee may be subject to the penalties contained in Chapter 16, including One Hundred Dollars ($100.00) for the first breach, Two Hundred Dollars ($200.00) for the second breach in the same year, and Five Hundred Dollars ($500.00) for subsequent breaches in the same year and agrees that those amounts are reasonable estimates of the damage that the City will incur based on the violation, established in light of the circumstances existing at the time this Permit was made.

g. Notification of Limitations on Contributions. Through its execution of this Permit, Permittee 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 or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a 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 (6) months after the date the contract is approved. Permittee 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. Permittee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Permittee's board of directors; Permittee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Permittee; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

15. **Supplementary Provisions:**

a. Is additional insurance required? Yes ☐ No ☐

Additional Insurance: If "Yes" is checked above, Permittee must obtain additional insurance consisting of insurance protecting against loss or damage to real and personal property caused by fire, water, theft, vandalism, malicious mischief, or windstorm, and any other causes contained in standard policies of insurance. Permittee will supply the insurance for not less than the replacement value of the buildings and improvements on the Permit Area, evidenced by a policy of insurance and/or certificate attached to this Permit in the form and on the terms specified above and with the City as additional insured.

b. Is a fence and gate required? Yes ☐ No ☐

Fence and Gate: If "Yes" is checked above, the Permittee will, at its expense, erect a fence (with gate) securing the Permit Area before entry on the Permit Area and will maintain the fence and gate in good condition and repair during the time of entry as specified in Section 3. The fence and gate erected by Permittee will constitute the personal property of Permittee.

c. Is security personnel required? Yes ☐ No ☐

Security Personnel: If "Yes" is checked above, Permittee will provide necessary security personnel at its own expense to prevent unauthorized entry into Permit Area during:

Daytime: Yes ☐ No ☐ Nighttime: Yes ☐ No ☐

d. Will subpermittees use the Permit Area? Yes ☐ No ☐

Subpermittees: If "Yes" is checked above, each subpermittee will execute this Permit, and by its execution each subpermittee will have agreed to all of this Permit's terms, covenants, and conditions. However, subpermittees may be covered under Permittee's insurance in lieu of obtaining and maintaining separate insurance under Section 6.k above. As additional subpermittees are identified for various aspects of the Interim Use, each subpermittee must execute this Permit or a new permit to enter, before entering the Permit Area or commencing operations in the Permit Area.

Notwithstanding anything to the contrary set forth above in this Section 15, City will have the right to require the installation of a fence for specific work as needed. The parties agree to meet and confer to ensure public safety and security at all times, which may include Permittee providing additional security personnel when and as reasonably agreed-upon by the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument in triplicate as of the _____ day of _____, 20__.

[DEVELOPER]

By: _____
Name: _____
Title: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, operating by and through the
[**list applicable agency**].

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: Deputy City Attorney

Exhibit [ ]-1

[To Be Inserted – Map of Permit Area]

EXHIBIT CC

Form of Assignment and Assumption Agreement

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO
(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)

AND WHEN RECORDED MAIL TO:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

RELATIVE TO DEVELOPMENT AGREEMENT FOR [_____]

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Assignment**") is entered into this _____ day of _____, 20__, by and between_____, a _____ ("**Assignor**") and _____, a _____ ("**Assignee**").

RECITALS

A. [_____], a _____ and the City and County of San Francisco, a political subdivision and municipal corporation of the State of California (the "**City**"), entered into that certain Development Agreement (the "**Development Agreement**") dated as of _____, 201[_] for reference purposes, with respect to certain real property owned by Assignor, as such property is more particularly described in the Development Agreement (the "**Project Site**"). The Development Agreement was recorded in the Official Records of the City and County of San Francisco on _____ as Document No. _____.

B. The Development Agreement provides that Developer (Assignor) has the right to: (i) Transfer all or a portion of the Project Site, (ii) assign all of its rights, title, interest and obligations under the Development Agreement to a Transferee with respect to the portions of the Project Site transferred to the Transferee, and (iii) upon the recordation of an approved Assignment and Assumption Agreement, to be released from any prospective liability or obligation under the Development Agreement related to the Transferred Property as set forth in Section 12.3 of the Development Agreement.

C. Assignor intends to convey certain real property as more particularly identified and described on Exhibit A attached hereto (hereafter the "**Transferred Property** ") to Assignee. The Transferred Property is subject to the Development Agreement.

D. Assignor desires to assign and Assignee desires to assume Assignor's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Transferred Property, as more particularly described below.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

2. Assignment of Development Agreement. Assignor hereby assigns to Assignee, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens, and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including any Community Benefits that are tied to Buildings on the Transferred Property. Assignor retains all the rights, title, interest, burdens, and obligations under the Development Agreement with respect to all other portions of the Project Site owned by Assignor.

3. Assumption of Development Agreement. Assignee hereby assumes, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including its associated Community Benefits, and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement with respect to the Transferred Property, and to be subject to all the terms and conditions thereof with respect to the Transferred Property. The parties intend that, upon the execution of this Assignment and conveyance of the Transferred Property to Assignee, Assignee shall become the "Developer" under the Development Agreement with respect to the Transferred Property.

4. Reaffirmation of Indemnifications. Assignee hereby consents to and expressly reaffirms any and all indemnifications of the City set forth in the Development Agreement, including without limitation Section 4.7 of the Development Agreement.

5. Housing Obligations. Assignee has read and understands the obligations set forth in Development Agreement Exhibit H as they relate to the Transferred Property. Without limiting the foregoing, Assignee agrees (1) to the terms and provisions of Exhibit H, including the indemnities, waivers and releases set forth therein, and (2) that the Development Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because it is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). Assignee understands that the City would not have been willing to enter into the Development Agreement without the provisions of Exhibit H.

6. Multiple Developers. Assignee understands that certain obligations under the Developer Agreement are measured on a Project-wide basis, including the Completion of affordable housing under the Housing Plan and of the Parks and Open Spaces under the Phasing Plan. If these elements of the Project are not Completed when required, City has the right to withhold certificates of occupancy and Later Approvals throughout the Project as set forth in Development Agreement Section 9.4.2 and Section 9.4.4. Assignee understands these provisions, and agrees that it shall have no rights against City for good faith reliance on these remedies. Assignee indemnifies and agrees to defend the City against any claim by another Developer under the Development Agreement that is based on City's exercise of its Section 9.4.2 and Section 9.4.4 remedies resulting from a Default by Assignee.

7. Assignee's Covenants. Assignee hereby covenants and agrees that: (a) Assignee shall not challenge the enforceability of any provision or requirement of the Development Agreement; (b) Assignee shall not sue the City in connection with any and all disputes between Assignor and Assignee arising from this Assignment or the Development Agreement, including any failure to complete all or any part of the Project by any party; and (c) Assignee shall indemnify the City and its officers, agents and employees from, and if requested, shall defend them against any and all Losses resulting directly or indirectly from any dispute between Assignor and Assignee arising from this Assignment or the Development Agreement.

8. Binding on Successors. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

9. Notices. The notice address for Assignee under Section 14.11 of the Development Agreement shall be:

_____
_____
_____
Attn: _____

With copy to:

_____
_____
_____
Attn: _____

10. Counterparts. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

11. Governing Law. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

[insert signature block]

ASSIGNEE:

[insert signature block]

EXHIBIT DD

Map Showing Location of Stormwater Easements

EXHIBIT DD

08.09.2018

SAN FRANCISCO
PLANNING DEPARTMENT

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

August 2, 2018

Ms. Angela Calvillo, Clerk
Supervisor Malia Cohen
Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Re: **Transmittal of Planning Department Case Number:**
2014-002541 ENV/GPA/PCA/MAP/CWP/SHD
India Basin Mixed-Use Project
BOS File No: 180680
Planning Commission Recommendation: *Approval*

Dear Ms. Calvillo and Supervisor Cohen,

On July 26, 2018 the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Ordinances for the India Basin Mixed-Use Project .

Through a public-private partnership between the San Francisco Recreation and Park Department ("RPD") and the privately owned real estate development company BUILD (aka India Basin Investments, LLC), the proposed project would redevelop approximately 39 acres located along the India Basin shoreline into an integrated network of new public parks, wetlands habitat, and a mixed-use urban village. The mixed-use urban village on the property at 700 Innes Avenue (including the India Basin Open Space) would include a residentially-oriented project with approximately 1,575 dwelling units, 209,000 square feet of nonresidential space, and 1,800 parking spaces, 14 acres of improved and new open space, with new streets and pedestrian pathways throughout. The actions taken at the July 26, 2018 Planning Commission hearing include the following:

1. **General Plan Amendments:** Initiate by the Planning Commission on June 21, 2018, the General Plan Amendments would (1) the Bayview Hunters Point Area Plan by removing Policy 1.6 and Figure 6, which currently designate the subject site for light-industrial use and amending Figure 3 "Land Use Map"; (2) the Urban Design Element by amending Map 4, "Urban Design Guidelines for Height of Buildings"; (3) the Commerce and Industry Element by amending Map 1 "Generalized Commercial and Industrial Land Use Plan"; and (4) the Recreation And Open Space Element by amending Policy 2.4.

2. **Planning Code Text and Map Amendments:** Introduced by the Board of Supervisors on July 24, 2018, the Planning Code Text Amendments would add Section 249.84 to establish the India Basin Special Use District ("SUD"). The Map Amendments would amend Zoning Map (ZN09), Height and Bulk Map (HT09) and Special Use District (SU09) by (1) rezoning portions of the subject area under RPD jurisdiction that are not yet designated with a P (Public) use designation and an OS (Open Space) height and bulk designation to

be designated as such; (2) designate the portion of 700 Innes currently zoned M-1 (Light Industrial) to MUG (Mixed Use General); (3) designate 700 Innes and the India Basin Open Space (IBOS) to be within the India Basin SUD: and (4) rezone 700 Innes from being within a 40-X Height and Bulk District to being within the newly created 20/160-IB Height and Bulk District.

The entitlements for the Mixed-Use Project will also include a Development Agreement between India Basin Investments, LLC and the City and County of San Francisco. The Planning Commission is scheduled to take action on the Development Agreement on August 23, 2018.

The proposed Amendments were analyzed in *the India Basin Mixed Use Project EIR* (the "EIR"). The Commission certified the EIR on July 26, 2018 with Motion No. 20247 and adopted CEQA findings at the same hearing with Motion No. 20248.

At the July 26, 2018 hearing, the Commission voted to recommend **approval** of the proposed Ordinances including changes provided to the Commission after the initial Ordinances were drafted. Please find attached documents relating to the Commission's action.

If you have any questions or require further information please do not hesitate to contact me.
Sincerely,

Aaron D. Starr
Manager of Legislative Affairs

cc: Brittni Chicuata, Aide to Supervisor Cohen
Andrea Ruiz-Esquide, Deputy City Attorney
Erica Major, Office of the Clerk of the Board
Alisa Somera, Office of Clerk of the Board
John Carroll, Office of the Clerk of the Board
Anne Taupier, Office of Economic and Workforce Development

Attachments (one copy of the following):
Planning Commission Resolution No. 20250 (General Plan Amendments)
Planning Commission Resolution No. 20251 (Planning Code Text and Map Amendments)

Planning Commission Executive Summary (July 19, 2018) and Planning Commission Memo (July 26, 2018)
General Plan Amendments Draft Ordinance
Planning Code Text and Map Amendment Draft Ordinance
Planning Commission Motion No. 20248 (CEQA Findings)
India Basin Design Standards and Guidelines ("DSG")

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Planning Commission Resolution No. 20250

HEARING DATE: JULY 26, 2018

Case No.:	**2014-002541GPA**
Project Address:	**India Basin Mixed Use Project**
Existing Zoning:	M-1 (Light Industrial) M-2 (Heavy Industrial) NC-2 (Small Scale Neighborhood Commercial) P (Public) 40-X and OS (Open Space) Height and Bulk Districts
Proposed Zoning:	NC-2, MUG, P India Basin Special Use District (SUD) 20/160-IB, OS
Block/Lot:	Various Lots on Blocks 4596, 4597, 4605, 4606, 4607, 4620, 4621, 4622, 4629A, 4630, 4631, 4644, 4645, and 4646
Project Sponsor:	Recreation and Park Department and India Basin Associates, LLC..
Staff Contact:	Mathew Snyder – (415) 575-6891 Mathew.Snyder@sfgov.org

RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE AMENDMENTS TO THE BAYVIEW HUNTERS POINT AREA PLAN, THE URBAN DESIGN ELEMENT, THE COMMERCE AND INDUSTRY ELEMENT AND THE RECREATION AND OPEN SPACE ELEMENT AND MAKING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1, AND FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, Section 4.105 of the Charter of the City and County of San Francisco provides to the Planning Commission the opportunity to periodically recommend General Plan Amendments to the Board of Supervisors; and

WHEREAS, Pursuant to Planning Code Section 340(C), the Planning Commission ("Commission") initiated a General Plan Amendment for the India Basin Mixed-Use Project, per Planning Commission Resolution No. 20215, on June 21, 2018.

WHEREAS, The General Plan Amendments would enable the India Basin Mixed-Use Project ("Project"). BUILD, the owners of roughly 17 acres at 700 Innes Avenue, and the San Francisco Recreation and Park Department ("RPD") jointly submitted an application to the San Francisco Planning Department ("Department") for Environmental Review to analyze the India Basin Mixed-Use Project ("Project"). The India Basin Mixed-Use Project ("Project") comprises a project site of approximately 38.24-acres along the India Basin shoreline of San Francisco Bay ("Bay"). The combined Project site encompasses publicly and privately owned dry land parcels, including existing unaccepted rights-of-way

("ROW") (including some ROW owned by the Port of San Francisco ("Port"). The Project is a mixed-use development containing an integrated network of new public parks, wetland habitat, and a mixed-use urban village. As envisioned, the Project would include a significant amount of public open space, shoreline improvements, market-rate and affordable residential uses, commercial use, parking, environmental cleanup and infrastructure development and street improvements.

WHEREAS, The Project includes an RPD component and a BUILD component, as described below.

WHEREAS, RPD would redevelop approximately 8.98 acres of publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open space (collectively, the "RPD Project"). The RPD development area comprises the existing 5.6-acre India Basin Shoreline Park, the 1.8-acre 900 Innes/Historic Boatyard site ("900 Innes"), and 1.58 acres of unimproved ROW. This new shoreline park network would provide space for active and passive recreation, picnicking, and water access; extend the Blue Greenway (a portion of the San Francisco Bay Trail ("Bay Trail")); rehabilitate and celebrate the historic India Basin Scow Schooner Boatyard; and provide pedestrian and bicycle connections to and along the shoreline, fronting the Bay. The RPD development represents approximately 23.5 percent of the Project area (RPD developed properties are collectively referred to as the "RPD Properties").

WHEREAS, BUILD would redevelop approximately 29.26 acres of privately and publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open space and a mixed-use urban village, including approximately 1,575 units, 209,000 of commercial use, 1,800 off street parking space, and 1,575 bicycle parking spaces (collectively, the "BUILD Project"). The BUILD development area comprises 17.12 acres of privately owned parcels (collectively, "700 Innes"), the existing 6.2-acre of RPD property located along the shoreline (the "India Basin Open Space"), and 5.94 acres of partially unimproved and unaccepted ROW. Approximately 11 acres of the BUILD development area would be developed in three phases into privately owned buildings as part of a mixed-use urban village. The remainder of the BUILD development, approximately 18 acres, would be developed into a mix of improved ROW, significant new public parkland and open space, new public plazas, new private gardens and open space, and restored and enhanced wetland habitat. Buildings on the BUILD site are proposed to range from 20 feet to 160 feet in height that would step with the site's terrain down to the water.

WHEREAS, approvals required for the entire Project include CEQA certification, adoption of CEQA findings, and Planning Code Zoning Map amendments. The BUILD Project also requires approval of (1) General Plan Amendments, (2) Planning Code Text Amendments creating the India Basin Special Use District ("SUD"), (3) a Development Agreement ("DA") between BUILD and the City and County of San Francisco, (4) Design Standards and Guidelines ("DSG") document; and (5) adoption of Shadow findings under Planning Code section 295.

WHEREAS, a majority of the BUILD Project Site is referenced in the General Plan as being designated for industrial use with a height limit of 40-feet. As such, the Project could not be constructed under the current provisions of the General Plan.

WHEREAS, the subject General Plan Amendments would (1) remove Policy 1.6 and Figure 6 and amend Figure 3 of the Bayview Hunters Point Area Plan, which currently identifies the subject site for

industrial use; (2) amend Urban Design Element Map 4 by establishing maximum heights consistent with the proposal; (3) amend Commerce and Industry Element Map 3 by removing the land use industrial designation; and (4) and amend the Recreation and Open Space Element Policy 2.4 by removing the reference to the India Basin Shoreline Plan, which was previously proposed but not adopted.

WHEREAS, on July 26, 2018, the Planning Commission reviewed and considered the Final EIR for the India Basin Mixed-Use Project ("FEIR") and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the FEIR for the Project in compliance with the California Environmental Quality Act ("CEQA"), the CEQA Guidelines and Chapter 31 by Motion No. 20247.

WHEREAS, on July 26, 2018, the Commission by Motion No. 20248 approved CEQA Findings, including adoption of a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2014-002541ENV, for approval of the Project, which findings and MMRP are incorporated by reference as though fully set forth herein.

WHEREAS, on July 26, 2018, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the proposed General Plan Amendments and has considered the information included in the File for these Amendments, the staff reports and presentations, public testimony and written comments, as well as the information provided about the Project from other City departments.

WHEREAS, a draft ordinance, substantially in the form attached hereto as Exhibit A, approved as to form, would amend the General Plan by (1) removing Policy 1.6 and Figure 6 and amend Figure 3 of the Bayview Hunters Point Area Plan; (2) amending Urban Design Element Map 4; (3) amending Commerce and Industry Element Map 3; and (4) and amending the Recreation and Open Space Element Policy 2.4.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission hereby finds that the General Plan Amendments promote the public welfare, convenience and necessity for the following reasons:

1. The General Plan Amendments would help implement the India Basin Mixed-Use Project development, thereby evolving currently under-utilized land for needed housing, commercial space, parks and open space, and other related uses.

2. The General Plan Amendments would help implement the India Basin Project,, which in turn, would provide employment opportunities for local residents during construction and post-occupancy, as well as community facilities and parks for new and existing residents.

3. The General Plan Amendments would help implement the India Basin Mixed-Use Project by enabling the creation of a mixed-use and sustainable neighborhood, with new infrastructure. The new neighborhood would improve the site's connectivity to and integration with the surrounding City fabric, and connect existing neighborhoods to the southeast Waterfront.

4. The General Plan Amendments would enable the construction of a new vibrant, safe, and connected neighborhood, including new parks and open spaces. The General Plan Amendments

would help ensure a vibrant neighborhood with active streets and open spaces, high quality and well-designed buildings, and thoughtful relationships between buildings and the public realm, including the waterfront.

5. The General Plan Amendments would enable construction of new housing, including new on-site affordable housing, a wide mix of Bayfront waterfront recreational opportunities and other related uses, including commercial uses. These new uses would create a new mixed-use neighborhood that would strengthen and complement nearby neighborhoods.

AND BE IT FURTHER RESOLVED, that the Planning Commission finds these General Plan Amendments are in general conformity with the General Plan, and the Project and its approvals associated therein, all as more particularly described in Exhibit E to the Development Agreement on file with the Planning Department in Case No. 2014-002541DVA are each on balance, consistent with the following Objectives and Policies of the General Plan, as it is proposed to be amended as follows. These General Plan Findings are for the entirety of the Project and contemplate approval actions that, in addition to the General Plan Amendments, include but are not limited to Planning Code Text and Zoning Map Amendments, DA approval, DSG approval, adoption of Shadow findings under Planning Code Section 295, land acquisitions and conveyances as necessary to implement the public trust exchange contemplated in the DA, and actions by the Board of Supervisors and applicable City agencies approving the vacation of portions of Griffith Street, Hudson Avenue, Earl Street and Arelious Walker Avenue within the Project Site as contemplated by the DA; and

AND BE IT FURTHER RESOLVED, That in regard to any other later approvals that are consistent with and further the Project, this Commission and the Department, to the maximum extent practicable, shall rely on these General Plan consistency findings.

HOUSING ELEMENT

OBJECTIVE 1
IDENTIFY AND MAKE AVAILABLE FOR DEVELOPMENT ADEQUATE SITES TO MEET THE CITY'S HOUSING NEEDS, ESPECIALLY PERMANENTLY AFFORDABLE HOUSING.

POLICY 1.1
Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing.

POLICY 1.8
Promote mixed use development, and include housing, particularly permanently affordable housing, in new commercial, institutional or other single use development projects.

POLICY 1.10
Support new housing projects, especially affordable housing, where households can easily rely on public transportation, walking and bicycling for the majority of daily trips.
The Project is a mixed-use development with up to 1,575 dwelling units at full project build-out, which provides a wide range of housing options. As detailed in the Development Agreement, the Project exceeds the inclusionary affordable housing requirements of the Planning Code, by reaching a 25% affordability level. .

OBJECTIVE 11
SUPPORT AND RESPECT THE DIVERSE AND DISTINCT CHARACTER OF SAN FRANCISCO'S NEIGHBORHOODS.

POLICY 11.1
Promote the construction and rehabilitation of well-designed housing that emphasizes beauty, flexibility, and innovative design, and respects existing neighborhood character.

POLICY 11.2
Ensure implementation of accepted design standards in project approvals.
The Project, as described in the Development Agreement and the Design Standards and Guidelines (DSG), includes a program of substantial community benefits designed to revitalize an underutilized industrial site and complement the surrounding neighborhood, with a mix of housing, commercial and open space uses.

OBJECTIVE 12
BALANCE HOUSING GROWTH WITH ADEQUATE INFRASTRUCTURE THAT SERVES THE CITY'S GROWING POPULATION.

POLICY 12.1
Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.

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

The Project appropriately balances housing with new and improved infrastructure and related public benefits.

The project will contribute to enhancing transit where currently little exist. The Project includes incentives for the use of transit, walking and bicycling through its TDM program. In addition, the Project's streetscape design would enhance bicycle and pedestrian access and connectivity through the site. The Project would contribute to enabling enhanced transit immediately adjacent to the site, and would provide shuttle service through the TDM Program, as set forth in the Transportation Plan. Therefore, new residential and commercial buildings constructed as part of the Project would be able to rely on transit use, bicycling and other environmentally sustainable patterns of movement.

Along with the housing, the BUILD Project would also provide and maintain approximately fourteen new and improved acres of open space for a variety of activities, including the Big Green, a Public Market, Town Triangle, a Transit Plaza, among many other recreational opportunities. In total, the Project would create and improve up to 14 acres of new and improved Shoreline open space.

The Project includes substantial contributions related to quality of life elements such as open space, affordable housing, transportation improvements, childcare, and potential schools, arts and cultural facilities and activities, and workforce development.

COMMERCE AND INDUSTRY ELEMENT

OBJECTIVE 1
MANAGE ECONOMIC GROWTH AND CHANGE TO ENSURE ENHANCEMENT OF THE TOTAL CITY LIVING AND WORKING ENVIRONMENT.

POLICY 1.1
Encourage development which provides substantial net benefits and minimizes undesirable consequences. Discourage development which has substantial undesirable consequences that cannot be mitigated.

The Project is intended to provide a distinct mixed-use development with residential, commercial, cultural, and open space uses. The Project would leverage the Project site's location on the Bayview Waterfront by building a dense mixed-use development that allows people to work and live close to transit. The Project's buildings would be developed in a manner that reflects the Project's unique location on an underutilized Bayfront property. The Project would incorporate varying heights, massing and scale, maintaining a strong streetwall along streets, and focused attention around public open spaces. The Project would create substantial new on-site open space, and sufficient density to support and activate the new active ground floor uses and open space in the Project.

The Project would also construct high-quality housing with sufficient density to contribute to 18-hour activity on the Project site, while offering a mix of unit types, sizes, and levels of affordability to accommodate a range of potential residents. The Project would facilitate a vibrant, interactive ground plane for Project and neighborhood residents, commercial users, and the public, with public spaces that could accommodate a variety of events and programs.

OBJECTIVE 3
PROVIDE EXPANDED EMPLOYMENT OPPORTUNITIES FOR CITY RESIDENTS, PARTICULARLY THE UNEMPLOYED AND ECONOMICALLY DISADVANTAGED.

POLICY 3.2
Promote measures designed to increase the number of San Francisco jobs held by San Francisco residents.
The Project would help meet the job creation goals established in the City's Economic Development Strategy by generating new employment opportunities and stimulating job creation across all sectors. The Project will provide expanded employment opportunities for City residents at all employment levels, both during and after construction. The Development Agreement, as part of the extensive community benefit programs, includes focused workforce first source hiring —both construction and end-user — as well as a local business enterprise component.

TRANSPORTATION ELEMENT

OBJECTIVE 2

USE THE TRANSPORTATION SYSTEM AS A MEANS FOR GUIDING DEVELOPMENT AND IMPROVING THE ENVIRONMENT.

POLICY 2.1
Use rapid transit and other transportation improvements in the city and region as the catalyst for desirable development, and coordinate new facilities with public and private development.

POLICY 2.5
Provide incentives for the use of transit, carpools, vanpools, walking and bicycling and reduce the need for new or expanded automobile and automobile parking facilities.

The Project is located on underutilized land, and would contribute to the creation of new local transportation services. The Project is located on Innes Avenue, for which new transit service is planned in conjunction with development of the Hunters Point Shipyard, which in addition to providing improved transit on existing SF Muni lines, would also introduce a new bus line with direct service to Downtown. The Project would contribute to the transit service by providing a transit plaza at the intersection of Innes Avenue and Arelious Walker Drive, new intersection signals and pedestrian crosswalks at intersections, left turn pockets, and Innes Avenue streetscape improvements, as well as new bus stops, and contributing to potentially reconfiguring Innes for optimal bus service. Shuttle service would be offered until such transit service is available for those living, working, and visiting the Project. The Project includes a detailed TDM program, including various performance measures, physical improvements and monitoring and enforcement measures designed to create incentives for transit and other alternative to the single occupancy vehicle for both residential and commercial buildings. In addition, the Project's design, including its streetscape elements, is intended to promote and enhance walking and bicycling. The Project features a cycle track that would be a key bicycle linkage to the Bayview's waterfront from the rest of the City.

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

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

POLICY 23.2
Widen sidewalks where intensive commercial, recreational, or institutional activity is present, sidewalks are congested, where sidewalks are less than adequately wide to provide appropriate pedestrian amenities, or where residential densities are high.

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

The Project establish a new street network on the project site, and would provide pedestrian improvements and streetscape enhancement measures as described in the Design Standards and

Guidelines document and reflected in the MMRP and Transportation Plan in the Development Agreement. The Project would establish "New Hudson" Street that would run parallel to Innes providing both local access along with a robust bike facility. The construction of Griffith, Arelious Walker, and an internal loop road would also add to the sites connectivity between Innes, the Big Green and the shoreline. Each of the new streets would have sidewalks and streetscape improvements as is consistent with the Better Streets Plan.

URBAN DESIGN ELEMENT

OBJECTIVE 1
EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

POLICY 1.1
Recognize and protect major views in the city, with particular attention to those of open space and water.
As explained in the DSG, the Project uses a mix of scales with this basic massing further articulated through shaping the buildings to create views and variety on the project site, as well as pedestrian-friendly, engaging spaces on the ground. The Project maintains open view corridors to the waterfront.

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.

The Project would establish a street grid on the on the project site where one does not exist, and would construct new buildings, which would generally range in height from 20 and 80 feet with two buildings reaching 160 feet. The sites for the two 160-foot buildings have been carefully selected; they are at the higher elevations enabling the overall urban form to step toward the water; and on portions of the site on bedrock, enabling higher concentrations of development and enabling other portions of the site to be kept free and clear of development.

OBJECTIVE 2
CONSERVATION OF RESOURCES WHICH PROVIDE A SENSE OF NATURE, CONTINUITY WITH THE PAST, AND FREEDOM FROM OVERCROWDING.

The Project would include reserving a large portion of the site for open space. The new open space, "The Big Green" would be designed in conjunction with the proposed rehabilitation of India Basin Shoreline Open Space, which together the India Basin Shoreline Park and 900 Innes would contribute to a series of linked Bayfront open spaces. The open space network, particularly the Big Green and the India Basin Shoreline Open Space would have robust ecological components and enable visitors to experience different aspects of the natural waterfront. The property at 900 Innes would be rezoned for P(Public) from M-1(Light Industrial) assuring that this shoreline asset can be reserved for public enjoyment along the waterfront.

RECREATION AND OPEN SPACE ELEMENT

OBJECTIVE 1
ENSURE A WELL-MAINTAINED, HIGHLY UTILIZED, AND INTEGRATED OPEN SPACE SYSTEM.

POLICY 1.1
Encourage the dynamic and flexible use of existing open spaces and promote a variety of recreation and open space uses, where appropriate.

POLICY 1.3
Preserve existing open spaces by restricting its conversion to other uses and limiting encroachment form other uses, assuring no loss of quality of open space.

The Project would result in a net gain in acreage of open space along with the improvement of the existing India Basin Shoreline Park and India Basin Open Space, and the creation of the new Big Green. While new green infrastructure is being planned as an integrated element of the Big Green, and two outflows are proposed to cross below the India Basin Open Space, the net result of the Project would be to greatly improve both the quality and access to this shoreline asset. As a result, there would not be a net degradation of the quality of the India Basin Open Space but instead the open space would be enhanced, thereby meeting this Policy 1.3.

POLICY 1.7
Support public art as an essential component of open space design.

The DSG envisions the Big Green as an ideal place for public art, and provides guidelines on its placement and curation.

POLICY 1.12
Preserve historic and culturally significant landscapes, sites, structures, buildings and objects.

The Project would revitalize the 900 Innes property, and would preserve and rehabilitate important historic resources, including the historic Shipwright's Cottage, which would be retained and restored in accordance with the Secretary of the Interior's Standards for Rehabilitation. The project would include an interpretive exhibit explaining the history of the India Basin Scow Schooner Boatyard; the interpretive exhibit would be developed and installed in India Basin Shoreline Park and the 900 Innes Property. New construction at 900 Innes would be designed to be compatible, yet differentiated, with the existing historic context.

OBJECTIVE 3
IMPROVE ACCESS AND CONNECTIVITY TO OPEN SPACE.

POLICY 3.1
Creatively develop existing publicly-owned right-of-ways and streets into open space.

The Project provides approximately 23 acres of new and improved public open space and opens up new connections to the shoreline in the Bayview Hunters Point neighborhood through

improvements to the India Basin Shoreline Park and India Basin Open Space, and the introduction of new open space at 900 Innes Avenue and with the Big Green, to provide connections to the Blue Greenway/Bay Trail, Class 1 bikeway and pedestrian and bicycle access to the shoreline. The Project would encourage non-automobile transportation to and from open spaces, and would ensure physical accessibility these open spaces to the extent feasible.

ENVIRNONMENTAL PROTECTION ELEMENT

OBJECTIVE 3
MAINTAIN AND IMPROVE THE QUALITY OF THE BAY, OCEAN, AND SHORELINE AREAS.

POLICY 3.2
Promote the use and development of shoreline areas consist with the General Plan and the best interest of San Francisco.

POLICY 3.4
Encourage and assist privately operated programs to conserve the resources of the Bay, Ocean, and Shoreline.

OBJECTIVE 7
ASSURE THAT THE LAND RESOURCES IN SAN FRANCISCO AND USED IN WAYS THAT BOTH RESPECT AND PRESERVE THE NATURAL VALUES OF THE LAND AND SERVE THE BEST INTERESTS OF ALL THE CITY'S CITIZENS.

POLICY 7.1
Preserve and add to public open space in accordance with the objectives and policies of the Recreation and Open Space Element.

The Project would add more than seven acres of new shoreline open space through improvements to 900 Innes and the proposed Big Green, and would furthermore improve and rehabilitate existing public open space at India Basin Shoreline Park and India Basin Open Space, thus creating new connections to the shoreline in the Bayview Hunters Point neighborhood.

The Project's design is specifically suited for the shoreline location with a strong emphasis of adding to, rehabilitating, and improving shoreline habitat. The India Basin Open Space's design anticipates and strategizes for sea level rise and needed habit adaptation while enhancing the public's opportunity to experience and enjoy the different aspects of this special open space resource. The Project also includes future funding for additional future sea level rise improvements on the BUILD property as described in the Development Agreement and Financing Plan.

The design for 900 Innes proposes to celebrate the site's maritime past with rehabilitating the shipwright's cottage and integrating other ship building aspects into the park's design.

OBJECTIVE 13
ENHANCE THE ENERGY EFFICIENCY OF HOUSING IN SAN FRANCISCO.

Policy 13.1
Improve the energy efficiency of existing homes and apartment buildings.

The DSG includes goals and guidelines that direct development to reduce energy use consistent with or above local and State requirements.

BAYVIEW HUNTERS POINT AREA PLAN

Transportation

OBJECTIVE 4
DEVELOP AND MAINTAIN A SYSTEM FOR THE EASY MOVEMENT OF PEOPLE AND GOODS, TAKING INTO ACCOUNT ANTICIPATED NEEDS OF BOTH LOCAL AND THROUGH TRAFFIC.

Policy 4.2
Develop the necessary improvements in public transit to move people efficiently and comfortably between different neighborhoods of Bayview Hunters Point, to and from Candlestick Park Point, and to and from Downtown and other parts of the region.

POLICY 4.5
Create a comprehensive system for pedestrian and bicycle circulation.

The India Basin Mixed-Use Project includes a robust integrated transportation plan that among other aspects, would contribute to changing the nature of the immediate area to one that accommodates and encourages use of traveling by bike and by foot. The Project would include providing key missing regional linkages to the Bay Trail and the Blue Greenway, and would provide a robust bike facility on New Hudson, enabling bikes routes to be taken off of Innes.

Land Use

OBJECTIVE 6
ENCOURAGE THE CONSTRUCTION OF NEW AFFORDABLE AND MARKET RATE HOUSING AT LOCATIONS AND DENSITY LEVELS THAT ENHANCE THE OVERALL RESIDENTIAL QUALITY OF BAYVIEW HUNTERS POINT.

The Subject Project would provide up to 1,575 units, including on-site affordable housing on an underutilized site. The Project is planned to maximize housing, while at the same time assuring that the site contributes to providing access to Bayfront open space. Thus, the Project would include enough residential density to create a viable community that supports neighborhood serving retail, community facilities, and transit infrastructure and service.

Urban Design

POLICY 10.1
Better define Bayview's designated open space areas by enabling appropriate, quality development in surrounding areas.

OBJECTIVE 11
IMPROVE DEFINITION OF THE OVERALL URBAN PATTERN OF BAYVIEW HUNTERS POINT.

POLICY 11.2
Increase awareness and use of the pedestrian/bicycle trail system that links subareas in Bayview Hunters Point with the rest of the City

The India Basin Mixed-Use Project includes a site plan from the India Basin Shoreline Park to boundary of the Shipyard that is uniquely designed for this one-of-a-kind location. A significant portion of the site that is privately owned would be dedicated as open space for the public. The open space and new street network would feature robust bicycle and pedestrian facilities providing a key pedestrian and bike linkages to Hunters Point Shipyard. Overall, the Project would create a dense, compact land use plan located in close walking proximity to a multi-modal transit node, residents, employees and visitors are encouraged to choose walking, bicycling and transit over the automobile.

Recreation and Open Space

OBJECTIVE 12
PROVIDE AND MAINTAIN ADEQUATELY LOCATED, WELL DESIGNED, FULLY EQUIPPED RECREATION FACILITIES AND ENCOURAGE THEIR USE.

POLICY 12.3
Renovate and expand Bayview's parks and recreation facilities, as needed.

OBJECTIVE 13
PROVIDE CONTINUOUS PUBLIC OPEN SPACE ALONG THE SHORELINE OF BAYVIEW HUNTERS POINT UNLESS PUBLIC ACCESS CLEARLY CONFLICTS WITH MARITIME USES OR OTHER NON-OPEN SPACE USES REQUIRING A WATERFRONT LOCATION.

POLICY 13.1
Assure that new development adjacent to the shoreline capitalizes on the unique waterfront location by improving visual and physical access to the water in conformance with urban design policies.

POLICY 13.2
Maintain and improve the quality of existing shoreline open space.

POLICY 13.3
Complete the San Francisco Bay Trail around the perimeter of the City which links open space areas along the shoreline and provides for maximum waterfront access.

Energy

POLICY 13.4

Provide new public open spaces along the shoreline -- at Islais Creek, Heron's Head, India Basin, Hunters Point Shipyard, and Candlestick Point/South Basin.

The India Basin Mixed Use Project is focused on the delivery of high-quality open space that would participate in creating a continuous series of Bayfront parks and open spaces in the Bayview. A significant portion of the privately-owned property would be left open for open space, and the Development Agreement would assure that the India Basin Open Space would be rehabilitated and maintained. The Project also envisions the redesign of India Basin Shoreline Park and the addition of a new park land at 900 Innes as part of the RPD component of the Project. Overall, the Project will create an approximately 23-acre network of new and/or improved parkland and open space, pathways, trails, ecological, recreational, neighborhood and cultural areas, including: a new shoreline network which would extend the Blue Greenway/Bay Trail and would provide pedestrian and bicycle connections to and along the shoreline, passive open space, recreation areas, piers, fishing areas, plazas, event areas, tidal marshes, facilities for concessions, drinking fountains, restrooms, passive recreational areas for picnicking, shade structures, bicycle parking, wayfinding signage, and historical and educational displays.

Energy

POLICY 13.4
Provide new public open spaces along the shoreline -- at Islais Creek, Heron's Head, India Basin, Hunters Point Shipyard, and Candlestick Point/South Basin.

A key aspect of the India Basin Mixed-Use Project is its contribution to Bayfront recreation and open space. Between the newly provided open space and the rehabilitation of India Basin Shoreline Park and the India Basin Open Space, the Project would feature a variety of recreational opportunities for its Bayview and Citywide residents, workers and visitors including, but not limited to children's play areas, dog runs, public market, ecological trails, and a variety of other small plazas and publicly accessible terraces. Moreover, the India Basin open spaces are designed to link in with a larger network of Bayfront recreational parks and other opportunities.

Energy

OBJECTIVE 17
SUPPORT COMMUNITY ECONOMIC DEVELOPMENT AND REVITALIZATION THROUGH ENERGY MANAGEMENT AND ALTERNATIVE ENERGY TECHNOLOGIES.

POLICY 17.1
Promote the Bayview as an area for implementing energy conservation and alternative energy supply initiatives.

POLICY 17.2
Strengthen linkages between district energy planning efforts and overall community development goals and objectives.

OBJECTIVE 18

REDUCE THE OUTFLOW OF DOLLARS FROM THE COMMUNITY DUE TO EXPENDITURES ON ENERGY THROUGH THE IMPROVED ENERGY MANAGEMENT OF TRANSPORTATION, HOUSING, COMMERCE AND INDUSTRY, AND COMMUNITY FACILITIES.

The India Basin Mixed-Use Project includes robust green infrastructure including onsite gray water and decentralized wastewater treatment and re-use system, net-zero public realm, comprehensive site-wide storm-water treatment, implementation of an on-site energy microgrid.

AND BE IT FURTHER RESOLVED, that the Planning Commission finds these General Plan Amendments are in general conformity with the Planning Code Section 101.1, and the Project and its approvals associated therein, all as more particularly described in Exhibit B to the Development Agreement on file with the Planning Department in Case No. 2014-004521DVA, are each on balance, consistent with the following Objectives and Policies of the General Plan, as it is proposed to be amended as described herein, and as follows:

1) *That existing neighbor-serving retail uses would be preserved and enhanced, and future opportunities for resident employment in and ownership of such businesses enhanced;*

No neighborhood-serving retail uses are present on the Project site. Once constructed, the Project would contain new retail, arts and other commercial uses that would provide opportunities for employment and ownership of retail businesses in the community. These new uses would serve nearby residents and the surrounding community. The Development Agreement includes commitments related to local hiring. The construction of the Project will provide opportunities to generate thousands of annual construction jobs and hundreds of permanent jobs at project completion, encouraging participation by small and local business enterprises through a comprehensive employment and contracting policy.

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 would provide at full build-out up to 1,575 new residential units, including affordable housing, although one existing residential unit would be demolished in order to facilitate the construction of the Project. The Project is designed to revitalize an underutilized Bayfront vacant site and provide a varied land use program that would enhance the surrounding Hunters Point / India Basin neighborhood. The Project provides a new neighborhood complete with residential, office, retail, and potential artisan uses, along with new transit and street infrastructure, and public open space. The Project design provides a desirable, pedestrian-friendly experience with interactive and engaged ground floors. Thus, the Project would preserve and contribute to housing within the surrounding neighborhood and the larger City, and would otherwise preserve and be consistent with the neighborhood's unique context.

3) *That the City's supply of affordable housing be preserved and enhanced;*

The Project would enhance the City's supply of affordable housing through its affordable housing commitments in the Development Agreement As detailed in the Development Agreement, the

Project exceeds the inclusionary affordable housing requirements of the Planning Code, by reaching a 25% affordability level.

4) *That commuter traffic not impede Muni transit service or overburden our streets or neighborhood parking;*

The Project would not impede transit service or overburden streets and neighborhood parking. The Project includes a robust transportation program with an on-site Transportation Demand Management (TDM) program, facilities to support a new bus line immediately adjacent to the Site, funding or provision of an interim shuttle service, and funding for new neighborhood-supporting transportation infrastructure, as detailed in the Transportation Plan.
The Project includes a robust bike facility on the proposed "New Hudson", which would enable bike routing to be removed from Innes, which would, in turn, enable Innes to be specifically designed to maximize transit efficiency.

Lastly, the Project contains new public parking spaces for visitors to the new and enhanced parks. This would ensure that sufficient parking capacity is available so that the Project would not overburden neighborhood parking, while still implementing a rigorous TDM Plan to be consistent with the City's "transit first" policy for promoting transit over personal vehicle trips.

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;*

While the Project is largely residential, it does include other diverse land uses that include commercial, retail, arts, and potential light industrial uses. The Project also includes a large workforce development program. All of these new uses would provide future opportunities for service-sector employment.

6) *That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;*

The Project would comply with all current structural and seismic requirements under the San Francisco Building Code and the Port of San Francisco.

7) *That landmarks and historic buildings be preserved;*

The Project would include the rehabilitation of the Shipwright's Cottage, in compliance with the Secretary of the Interior's Standards for Rehabilitation, and the rehabilitation and relocation of 702 Earl Street. Development of the 900 Innes site would include an interpretive exhibit explaining the history of the India Basin Scow Schooner Boatyard; the interpretive exhibit would be developed and installed in India Basin Shoreline Park and the 900 Innes Property

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

The Project would add roughly ten acres (900 Innes, Big Green, Public Market, Town Triangle, other privately owned public open spaces) of new open space and substantially improve another 13 acres thereby enhancing access to the shoreline within the Bayview Hunters Point

neighborhood, and would provide about 23 acres of new and improved public open space. The site plan includes provisions for site and pedestrian access through the site to the new and improved open spaces and to the shoreline.

While development of the 700 Innes property would result in net new shadow on the India Basin Open Space, India Basin Shoreline and the the proposed 900 Innes open space, the shadow was determined to not have an adverse effect on the use of such open spaces due to the limited duration, time and location of such shadow, as described in Motion 20249.

A draft ordinance, **attached hereto as Exhibit A**, would remove Policy 1.6 and Figure 6 of the Bayview Hunters Point Area Plan, amend Map 4 of the Urban Design Element, amend Map 3 of the Commerce and Industry Element, and amend Policy 2.4 of the Recreation and Open Space Element.

AND BE IT FURTHER RESOLVED, That pursuant to Planning Code Section 340, the Planning Commission Adopts a Resolution to Recommend to the Board of Supervisors to approve the Draft Ordinance.

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on July 26, 2018.

Jonas P. Ionin
Commission Secretary

AYES: Melgar, Fong, Johnson, Koppel, Richards

NOES: None

ABSENT: Hillis, Moore

ADOPTED: July 26, 2018

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Planning Commission Resolution No. 20251

HEARING DATE: JULY 26, 2018

Case No.:	**2014-002541PCAMAP**
Project Address:	**India Basin Mixed Use Project**
Existing Zoning:	M-1 (Light Industrial) M-2 (Heavy Industrial) NC-2 (Small Scale Neighborhood Commercial) P (Public) 40-X and OS (Open Space) Height and Bulk Districts
Proposed Zoning:	NC-2, MUG, P India Basin Special Use District (SUD) 20/160-IB, OS
Block/Lot:	Various Lots on Blocks 4596, 4597, 4605, 4606, 4607, 4620, 4621, 4622, 4629A, 4630, 4631, 4644, 4645, and 4646
Project Sponsor:	Recreation and Park Department and India Basin Associates, LLC.
Staff Contact:	Mathew Snyder – (415) 575-6891 Mathew.Snyder@sfgov.org

RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE AMENDMENTS TO THE PLANNING CODE TO ESTABLISH THE INDIA BASIN SPECIAL USE DISTRICT; AND BY AMENDING ZONING MAP 09 BY REZONING ASSESSOR'S BLOCK AND LOTS 4606/100; 4607/025; 4620/001, 002; 4621/016, 018, 100, 101; 4630/005, 100; 4631/001, 002; 4644/ 001, 010, 010A, 010B; 010C, 011; 4645/ 001,010, 010A, 011, 012, 013 FROM M-1 (LIGHT INDUSTRIAL) TO MUG (MIXED USE GENERAL); 4646 / 002, 003, 003A, 019, 020 FROM NC-2 (NEIGHBORHOOD COMMERCIAL, SMALL SCALE) TO P (PUBLIC); AND 4646 / 001; 4629A/ 010; 4630/002 FROM M-1 TO P; AND 4596 / 025; 4597/ 025 FROM M-2 TO P. (2) PLANNING CODE SPECIAL USE DISTRICT MAP 09 BY ZONING ASSESSOR'S BLOCK AND LOTS 4606/100; 4607/025; 4620/001, 002; 4621/016, 018,100, 101; 4630/005, 100; 4631/001, 002; 4644/ 001, 004A, 005, 006, 006A, 007, 008, 009, 010, 010A, 010B; 010C, 011; 4645/001,002B, 003A, 004, 006, 007, 007A 010, 010A, 011, 012, 013, 014, 015; 4596/026; 4597/026; 4606/026; 4607/024; 4621 / 021; 4630 / 002, 006, 007; 4644/010B TO BE WITHIN THE INDIA BASIN SPECIAL USE DISTRICT. (3) PLANNING CODE HEIGHT AND BULK MAP 09 BY DESIGNATING ASSESSOR'S BLOCK AND LOTS 4629A/010; 4630/002, 006, 007; 4596/025, 026;4597/025, 026;4606/026; 4607/024; 4621 / 021; 4630 / 002, 006, 007; 4646/001, 002, 003, 003A, 019, 020 FROM 40-X TO OS (OPEN SPACE) , AND DESIGNATING 4606/100; 4607/025; 4620/001, 002; 4621/016, 018,100, 101; 4630/005, 100; 4631/001, 002; 4644/ 001, 004A, 005, 006, 0006A, 007, 008, 009, 010, 010A, 010B; 010C, 011; 4645/ 001,002B, 003A, 004, 006, 007, 007A, 010, 010A, 011, 012, 013, 014, 015 FROM 40-X TO 20/160-IB. ADOPT FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1 AND FINDINGS UNDER PLANNING CODE SECTION 302, AND INCORPORATING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, on June 26, 2018, Supervisor Malia Cohen introduced an ordinance (Board File 180680) for Planning Code Amendments to establish the India Basin Special Use District (herein "SUD"),

and for Zoning Map Amendments by amending Zoning Maps ZN09, SD09 and HT09, for the Assessor's Blocks and Lots as listed above.

WHEREAS, pursuant to Planning Code Section 302(b), on June 26, 2018, the San Francisco Board of Supervisors initiated these Planning Code Text and Map Amendments.

WHEREAS, The Planning Code and Zoning Map Amendments would enable the India Basin Mixed-Use Project ("Project"). BUILD, the owners of roughly 17 acres at 700 Innes Avenue, and the San Francisco Recreation and Park Department ("RPD") jointly submitted an application to the San Francisco Planning Department ("Department") for Environmental Review to analyze the India Basin Mixed-Use Project ("Project"). The India Basin Mixed-Use Project ("Project") comprises a project site of approximately 38.24-acres along the India Basin shoreline of San Francisco Bay ("Bay"). The combined Project site encompasses publicly and privately owned dry land parcels, including existing unaccepted rights-of-way ("ROW") (including some ROW owned by the Port of San Francisco ("Port"). The Project is a mixed-use development containing an integrated network of new public parks, wetland habitat, and a mixed-use urban village. As envisioned, the Project would include a significant amount of public open space, shoreline improvements, market-rate and affordable residential uses, commercial use, parking, environmental cleanup and infrastructure development and street improvements.

WHEREAS, The Project includes an RPD component and a BUILD component, as described below.

WHEREAS, RPD would redevelop approximately 8.98 acres of publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open space (collectively, the "RPD Project"). The RPD development area comprises the existing 5.6-acre India Basin Shoreline Park, the 1.8-acre 900 Innes/Historic Boatyard site ("900 Innes"), and 1.58 acres of unimproved ROW. This new shoreline park network would provide space for active and passive recreation, picnicking, and water access; extend the Blue Greenway (a portion of the San Francisco Bay Trail ("Bay Trail")); rehabilitate and celebrate the historic India Basin Scow Schooner Boatyard; and provide pedestrian and bicycle connections to and along the shoreline, fronting the Bay. The RPD development represents approximately 23.5 percent of the Project area (RPD developed properties are collectively referred to as the "RPD Properties").

WHEREAS, BUILD would redevelop approximately 29.26 acres of privately and publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open space and a mixed-use urban village, including approximately 1,575 units, 209,000 of commercial use, 1,800 off street parking space, and 1,575 bicycle parking spaces (collectively, the "BUILD Project"). The BUILD development area comprises 17.12 acres of privately owned parcels (collectively, "700 Innes"), the existing 6.2-acre of RPD property located along the shoreline (the "India Basin Open Space"), and 5.94 acres of partially unimproved and unaccepted ROW. Approximately 11 acres of the BUILD development area would be developed in three phases into privately owned buildings as part of a mixed-use urban village. The remainder of the BUILD development, approximately 18 acres, would be developed into a mix of improved ROW, significant new public parkland and open space, new public plazas, new private gardens and open space, and restored and enhanced wetland habitat. Buildings on the BUILD site are proposed to range from 20 feet to 160 feet in height that would step with the site's terrain down to the water. The BUILD portion of the proposal ("BUILD Project")

includes developing approximately, 1,575 units, 209,000 of commercial use, 1,800 off street parking space, 1,575 bicycle parking spaces, the open space described above.

WHEREAS, approvals required for the entire Project include CEQA certification, adoption of CEQA findings, and Planning Code Zoning Map amendments. The BUILD Project also requires approval of (1) General Plan Amendments, (2) Planning Code Text Amendments creating the India Basin Special Use District ("SUD"), (3) a Development Agreement ("DA") between BUILD and the City and County of San Francisco, (4) Design Standards and Guidelines ("DSG") document; and (5) adoption of Shadow findings under Planning Code section 295.

WHEREAS, these Planning Code Text Amendments would establish the India Basin SUD, and would rezone the land currently zoned M-1 to a MUG (Mixed-Use General) designation that is more appropriate for the area and that allows the implementation of the Project; the SUD would outline the land use controls for the Project site. The rezoning would also including rezoning portions of land under Recreation and Park jurisdiction from M-1 and M-2 to P (Public), which is the appropriate zoning designation for park land. Similarly, this rezoning includes redesignating RPD land from a 40-X Height and Bulk designation to OS (Open Space).

WHEREAS, on July 26, 2018, the Planning Commission reviewed and considered the Final EIR for the India Basin Mixed-Use Project ("FEIR") and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the FEIR for the Project in compliance with the California Environmental Quality Act ("CEQA"), the CEQA Guidelines and Chapter 31 by Motion No. 20247.

WHEREAS, on July 26, 2018, the Commission by Motion No. 20248 approved CEQA Findings, including adoption of a statement of overriding considerations and a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2014-002541ENV, for approval of the Project, which findings, statement of overriding considerations and MMRP are incorporated by reference as though fully set forth herein.

WHEREAS, on July 26, 2018, the Commission by Resolution No. 20250 found that the Project, including the actions contemplated in this Resolution, is on balance consistent with the General Plan and the eight Priority Policies of Planning Code Section 101.1. That Resolution is incorporated by reference as though fully set forth herein.

WHEREAS, on July 26, 2018, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the proposed Planning Code Text and Map Amendments and has considered the information included in the File for these Amendments, the staff reports and presentations, public testimony and written comments, as well as the information provided about the Project from other City departments.

WHEREAS, a draft ordinance, substantially in the form attached hereto as Exhibit A, approved as to form, would establish the India Basin SUD, and make other related Planning Code Map amendments.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission hereby finds that the Planning Code Text Amendments and Zoning Map Amendments promote the public welfare, convenience and necessity for the following reasons:

1. The Planning Code Amendments would help implement the India Basin Mixed-Use Project development, thereby evolving currently under-utilized land for needed housing, parks and open space, and other related uses.

2. The Planning Code Amendments would help implement the India Basin Project, which in turn will provide employment opportunities for local residents during construction and occupancy, as well as community facilities and parks for new and existing residents.

3. The Planning Code Amendments would help implement the India Basin Mixed-Use Project by enabling the creation of a mixed-use and sustainable neighborhood, with new infrastructure. The new neighborhood would improve the site's connectivity, and connect existing neighborhoods to the southeast Waterfront.

4. The Planning Code Amendments would enable the construction of a new vibrant, safe, and connected neighborhood, including new parks and open spaces. The General Plan Amendments would help ensure a vibrant neighborhood with active streets and open spaces, high quality and well-designed buildings, and thoughtful relationships between buildings and the public realm, including the waterfront.

5. The Planning Code Amendments would enable construction of new housing, including new on-site affordable housing, a wide mix of Bayfront waterfront recreational opportunities and other related uses. These new uses would create a new mixed-use neighborhood that would strengthen and complement nearby neighborhoods.

6. The Planning Code Amendments would clarify that the subject land under the jurisdiction of the Recreation and Parks Department is intended for park and open space use, consistent with the newly designated P and OS Use and Height and Bulk Designations.

AND BE IT FURTHER RESOLVED, that the Commission finds the India Basin Planning Code Amendments are in conformity with the General Plan and Planning Code Section 101.1 as set forth in Resolution No. 20250.

AND BE IT FURTHER RESOLVED, that the Commission hereby recommends that the Board of Supervisors include the following additional provision and corrections within the Draft Ordinance:

Section 249.84(f) Definitions: add to the end of the Minor Modification definition:

Notwithstanding the forgoing, minor modifications shall also include modifications of up to 50% for the usable space requirement for buildings on F3, F4, F5, F6 and F8 and identified in the DSG.

Section 249.84(h)(8) Usable Open Space: add the following to the end of the subsection:
Dimensional requirements for of Planning Code Section 135 shall not be required here.

Correct the following to Section 3 of the Draft Ordinance:

(d) To change the Zoning Map (ZN09) from M-2 (Heavy Industrial) to P:

~~4646/002, 003, 003A, 019~~	~~NC-2~~	~~P~~
4596 / 025; 4597/ 025	M-2	P

AND BE IT FURTHER RESOLVED, that the Commission hereby recommends that the Board of Supervisors adopt the India Basin Planning Code and Zoning Map Amendments, in substantially the form attached hereto as Exhibit A.

I hereby certify that the Planning Commission ADOPTED the foregoing Resolution on July 26, 2018.

Jonas P. Ionin
Commission Secretary

AYES: Melgar, Fong, Johnson, Koppel, Richards

NOES: None

ABSENT: Hillis, Moore

ADOPTED: July 26, 2018

SAN FRANCISCO
PLANNING DEPARTMENT

Executive Summary

HEARING DATE: JULY 26, 2018

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Case No.:	**2014-002541ENV GPA PCA MAP DEV CWP SHD**
Project Address:	**India Basin Mixed Use Project**
Existing Zoning:	M-1 (Light Industrial) M-2 (Heavy Industrial) NC-2 (Small Scale Neighborhood Commercial) P (Public) 40-X and OS (Open Space) Height and Bulk Districts
Proposed Zoning:	NC-2, MUG, P India Basin Special Use District (SUD) 20/160-IB, OS
Block/Lot:	Various Lots on Blocks 4596, 4597, 4605, 4606, 4607, 4620, 4621, 4622, 4629A, 4630, 4631, 4644, 4645, and 4646
Project Sponsor:	Recreation and Park Department and BUILD Inc.
Staff Contact:	Mathew Snyder – (415) 575-6891 Mathew.Snyder@sfgov.org

SUMMARY

On July 26, 2018, the Planning Commission ("Commission") will consider a series of approval actions related to the proposed India Basin Mixed-Use Project ("Project"). The Commission has previously reviewed the Project as part of: 1) informational hearings on June 21, 2018 and March 9, 2017; and 2) the Draft Environmental Impact Report ("DEIR") on October 19, 2017. The Project has also been discussed at Commission in the context of the Southern Bayfront Strategy in multiple informational hearings. The Commission's action on the Project will include the following:

1. Certification of the Final Environmental Impact Report ("FEIR") prepared for the Project pursuant to the California Environmental Quality Act (Pub. Resources Code §§ 21,000 et seq., "CEQA"), the guidelines implementing CEQA (14 Cal. Code Regs. §§ 15,000 et seq., "CEQA Guidelines"), and the Chapter 31 of the City's Administrative Code;
2. Adoption of CEQA Findings, including a Mitigation and Monitoring Plan ("MMRP");
3. Recommendation to the Board of Supervisors to approve Zoning Map Amendments and Planning Code Text Amendments to reclassify the site and establish the India Basin Special Use District ("SUD");
4. Approval of the Design Standards and Guidelines ("DSG");
5. Approval of the Development Agreement ("DA") (Note: Approval of the DA will be continued to August 23, 2018 for final action); and
6. Adoption of Shadow Findings (Planning Code Section 295)

PROJECT DESCRIPTION

The India Basin site (the "Site") is located within the Bayview Hunters Point neighborhood just northwest of the Hunters Point Shipyard and northeast of Hunters Point Hill. The Project analyzed under the India Basin Mixed-Use Project EIR included two main components: (1) 900 Innes Avenue and the India Basin Shoreline Park, which is being development by the Recreation and Park Department (RPD), and (2) 700 Innes, which is being developed by BUILD, together encompassing 38.24 acres. The CEQA Certification and CEQA Findings are for the entire Site.

However, except for a portion of the proposed rezoning under the Planning Code Map Amendments, all other entitlement actions described here are related to the 700 Innes property developed by BUILD. The Build component, in turn, is comprised of private land owned by Build (17.2 acres), the India Basin Open Space, an RPD property that borders the site along almost the entire waterfront (6.2 acres), and unimproved right-of-way (ROW) (5.94 acres) for a total of 29.26 acres.

The proposed project (the "Project") will be built in up to three phases with residential, commercial, and open space uses in each phase along with a new street network. BUILD will also improve the India Basin Open Space") that borders the site along almost the entire waterfront into enhanced wetlands, a boardwalk, and a beach. Except for one residential structure located on Earl Street, which is proposed to be relocated within the Site, there are no current active uses on the Site.

The proposal consists of up to 3,462,550 gross square feet of total new development, including: 1,506,324 gsf of residential space (up to 1,575 units), 209,106 gsf of non-residential space, up to 1,800 vehicle spaces and 1,575 bicycle spaces, and 676,052 sq. ft. (15.5 acres) of new or improved publicly accessible open space, including the approximately 5-acre "Big Green" and an enhanced India Basin Open Space, among other public plazas, promenades and open areas. The commercial space could include office development, possible community / institutional uses, smaller scale PDR, and retail uses.

The Project would be divided up into three main geographic areas: (1) the Hillside, located on the southern portion of the site that slopes downward from Innes to New Hudson (a newly proposed street); (2) the Flats, the flat portion of the site east of New Hudson; and (3) the Cove, located at the northern portion of the site. Three shared, centralized, mostly subterranean garages are proposed to be constructed under each of these three areas.

Heights of buildings would range between 20 feet and 160 feet and would generally step with the site's terrain down toward the water. A majority of the buildings would be 4, 5, and 6 stories in height. The buildings closest to the Bay would include between 8 and 12 "micro parcels" ranging from 20-25 feet wide with a maximum height limit of 30 feet. Buildings taller than 80 feet would be limited to two 160-foot tall buildings -- one located at the primary entrance to the Site on Arelious Walker and Innes Avenue and the other located in the Cove at New Hudson Avenue.

The Big Green would be an approximately 5.5-acre, publicly owned and accessible open space supporting grasslands, a wet meadow, and recreational areas such as a children's play area, an off-leash dog area, a stormwater bioretention ponds, swales, and planters. The Big Green will be permanently deeded to the City and will be transferred to the jurisdiction of the Port of San Francisco ("the Port"); it will be managed by the Recreation and Parks Commission under an agreement with the Port. The Recreation and Parks Commission owns the adjacent India Basin Open Space.

The shoreline would include wetlands and natural areas suitable for existing and new habitats, diverse ecologies and waterfront access. A terraced boardwalk and overlooks are proposed at the top of the bank

allowing visitors to experience the dynamic tidal marshes without disturbing the habitat. Located on the East shoreline of the Project midway up the bank would be a perched sand area (the "Perched Beach") that provides recreational amenities at the Bay's edge. Adjacent to the perched beach will be a building housing concessions, rentals, and amenities for the public that will serve the southern section of the park. The Cove Terrace, another publicly owned open space, would offer an urban waterfront experience.

Immediately adjacent to the Big Green would be the primary public gathering space, a centrally located hardscaped plaza area that would be used as a public market ("The Public Market"). The Public Market, which would be privately owned but publicly accessible, would include flexible pavilions designed to be modular and evolve over time providing seating, shade, community spaces and stalls for local vendors and artisans, as well as restrooms and other park amenities.

Other privately owned publicly accessible open spaces would include the Town Triangle, a plaza and secondary gathering space for residents and visitors to the Flats and Hillside; the Transit Plaza, a multi-modal transportation hub at Innes Ave and Arelious Walker, and several intimate pocket plazas, and public access easements and laneways that will break up the large (600') blocks.

The Project's circulation and open space would be designed to connect with and complement the adjacent planned public open spaces that flank the Site on either side, specifically at 900 Innes (a property owned by the San Francisco Recreation and Parks Department ("RPD")) and Hunters Point Shipyard's Northside Park.

ENVIRONMENTAL REVIEW

On September 17, 2017, the Department published the India Basin Mixed-Use Project Draft Environmental Impact Report ("DEIR") for public review (Case No. 2014-002541ENV). The DEIR was available for public comment until October 30, 2017.

On October 19, 2017, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the DEIR.

On July 11, 2017, the Department published a Comments and Responses document, responding to comments made regarding the DEIR.

On July 26, 2018, the Commission will consider certification of the Final Environmental Impact Report ("FEIR") for the Project, and will determine if it is adequate, accurate and complete.

In addition, on July 26, 2018, the Commission must adopt the CEQA Findings for the FEIR, prior to the approval of the Project (See Case No. 2014-002541GPA PCA MAP DVA CWP).

HEARING NOTIFICATION

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Classified News Ad	20 days	July 6, 2018	July 4, 2018	22 days
Posted Notice	n/a	Not Required	n/a	n/a
Mailed Notice	20 days	July 6, 2018	July 6, 2018	20

PUBLIC COMMENT

The Project Sponsor has engaged in a robust community outreach program throughout the development of the Project, which has been under development for many years. Build's public engagement has included, but has not been limited to, the convening of two community working groups, one to discuss the immediate India Basin community's interests and concerns, and the other to discuss the greater Bayview community's interests and concerns. Build's community engagement included roughly 125 community meetings, workshops and presentations, including the two working groups above, presentations to the Bayview Hunters Point CAC, the Hunters Point Shipyard CAC, the India Basin Neighborhood Associations meetings, and the Planning Commission.

Recently, some community members have expressed concern regarding the heights of the Project, particularly regarding the two structures that would reach 160-feet in height (see further discussion below).

The owner of 748 Innes, the Russian Banya Baths, have expressed concern about the proposed heights of immediate adjacent buildings, and the soil conditions of the site.

Some community members have expressed a desire to see, as a part of the community benefits package associated with the DA, funds be made available to the Bayview community for general community development in addition to those currently delineated in the Community Benefits Package.

PLANNING COMMISSION REQUIRED ACTIONS FOR THE PROJECT

As summarized above, the Commission must take several actions to approve the Project. These actions include:

Certification of the FEIR and adoption of CEQA Findings.

General Plan Consistency Findings

The Commission must adopt findings of General Plan consistency for all approval and implementation actions related to the project. These findings are included in the first approval action being considered by the Commission, which is consideration of the ordinance to amend the General Plan.

General Plan

The subject General Plan Amendments would amend: (1) the Bayview Hunters Point Area Plan by removing Policy 1.6 and Figure 6, which identifies the majority of 700 Innes as industrial; (2) Urban Design Element Map 4 by establishing maximum heights consistent with the proposal; (3) Commerce and Industry Element Map 3 by removing the industrial designation on the site; (4) Recreation and Open Space Element Policy 2.4 by removing the reference to the India Basin Shoreline Plan, a previous plan that was proposed but never officially adopted.

Planning Code Map and Text Amendment – India Basin Special Use District (SUD)

On June 21, 2018, Supervisor Malia Cohen initiated the ordinance that would amend the Planning Code to establish the India Basin SUD and make other conforming Code amendments.

The SUD will provide specific land use and development controls for the project site, which encompasses the Build property at 700 Innes Avenue, the public rights-of-way within the boundaries of the site and the surrounding India Basin Open Space. The India Basin SUD sets forth the zoning requirements for the site, including:

- Uses, including allowed uses per parcel and ground floor requirements;
- Building Standards, including Off-Street Parking, Bicycle Parking, Dwelling Unit Exposure, Open Space for Dwelling Units, Permitted Obstructions and Signage;
- Incorporation by reference of the Design Controls document, which contains additional standards and guidelines for development of the site

In addition, the SUD outlines the design review process for the Development Phases, Vertical Improvements and Minor/Major Modifications to Building Standards. The Design Review procedures include:

- Phase Approval: An overarching "Phase application" will be submitted to the Department for approval in accordance with a Development Agreement ("DA"). The Phase approval would assure that the Master Developer is moving forward with infrastructure and community improvements at the same time as the development of the buildings (Vertical Improvements). The Phase approval is required before Planning can begin review on a specific Vertical Improvement.
- Design Review and Approval of Vertical Improvements and Privately-Owned Horizontal Improvements: Design review and applications for Vertical Improvements (new construction of a building or any later expansion/major alteration or addition to a previously-approved building) and Privately-Owned Horizontal Improvements (eg Town Triangle, Public Market) will be submitted to Planning. Planning staff shall review these applications for consistency with the SUD and the DSG. The Planning Director shall have discretion over minor modifications (deviation of less than 10 percent from any dimensional or numerical standard in the SUD and the DSG), while the Planning Commission shall review and approval any major modification. Other than major modifications, the Planning Director would approve all Vertical Improvements and Privately-Owned Horizontal Improvements.

Zoning Map Amendments

The same ordinance introduced on June 21, 2018 by Supervisor Malia Cohen would also amend the Zoning Map and Height and Bulk District Map for the project site. As indicated above, the Site would be included within the new India Basin SUD. The portion of the project that is planned for development would also be rezoned from its underlying M-1(Light-Industrial) designation to MUG (Mixed-Use General) as a way to indicate its intent of mixed-use and not light industrial development. Notwithstanding the underlying MUG designation, the requirements outlined in the new SUD would control. The Zoning Map amendment would also rezone the RPD land from any remnants of NC-2, M-1 and M-2 zoning to P (Public) to indicate its intended public use.

The entire site is currently within a 40-X Height and Bulk designation. The portion of the site slated for development would be rezoned to a 20/160-IB Height and Bulk District, which would, in turn, refer to the India Basin SUD for fine-grained height regulations. The portion of the site currently within RPD

jurisdiction would be rezoned with an "OS" (Open Space) Height and Bulk Designation, to again, indicate its planned use for open space.

Design Standards and Guidelines Document (DSG)

The DSG articulates a vision and goals for the character of the overall project, and provides specificity on aspects of land use, building frontage, open space, streets and streetscapes, parking and loading, buildings, lighting, and signage. The scope of the DSG is expansive, and includes standards and guidelines for each topic area. The following is a summary of the main chapters of the DSG:

- *Land Use:* The site would be divided up into several sub-land use zones that would indicate a breadth of allowable land uses or set aside a zone for publicly accessible recreation and open space. Land use zones would vary in their flexibility with the larger sites along Innes (also referred to as the Hillside and Cove) allowing a wider range of uses. Zones further into the interior of the site would be more restrictive to residential uses to varying degrees. Certain ground floor land uses, such as retail and other active uses, would also be required in some contexts, particularly along primary pedestrian streets, such as New Hudson, which is envisioned as the site's main retail street.

  Open Space Network: The Project will create or improve approximately 15 acres including the Big Green, Public Market, Town Triangle, and several smaller plazas and pathways throughout.

  Streets and Streetscapes: The Project will establish a new street network, which will connect the project site to the larger City and the Hunters Point neighborhood. The street will be designed in compliance with the India Basin Transportation Plan and Infrastructure Plans, both of which are adopted along with the DA.

- *Parking and Loading:* The DSG allows for the construction of a maximum of 1,800 parking spaces in below grade or fully wrapped parking structures. The parking is proposed to be provided in three shared structures that will also provide public parking for those visiting the new open space resources.

- *Buildings:* The Project establishes standards and guidelines for massing and architecture, streetwall, building base and ground floor, facades and materiality, projections, roofs, residential building elements and open space, garages and service entry design, and sustainability. The DSG emphasizes design considerations for pedestrians by including robust requirements for activation, modulation, and scaling building frontages with respect to the scale and function of the adjacent street or open space.

Development Agreement (DA)

The Development Agreement (DA) is a contract between the City and the developer (Build) that vests to the Developer master entitlement to construct the project in exchange for public benefit obligations of the developer above and beyond those provided by typical code-compliant projects. The DA "runs with the land" for a period of 25 years (i.e. transfers to any new parties, in case that Build sells all or part of the land, including future HOAs). Among other things, the DA gives the master developer the right to develop the Project in phases in accordance with the DA, requires certain public benefits, describes the

application of existing and future City laws, and establishes fees and exactions. Key provisions of the DA include:

- *Open Space:* Creation or improvement of approximately 14 acres of public open space, including improvement of RPD's India Basin Open Space, creation of the Big Green and dedication to RPD, Public Market and Town Triangle as well as publicly accessible plazas, bicycle trails and pedestrian pathways and spaces throughout the site.
- *Affordable Housing:* The Project would create a significant amount of affordable housing units. The affordable housing plan will facilitate development of 25% of all residential units built within the project site as below market rate units, inclusionary units or in lieu fee units. A minimum of 319 affordable units will be built as either on-site inclusionary or in dedicated parcels within the site. The project may fee out on up to 300 market-rate units, generating an in-lieu fee for up to 75 offsite affordable units that can be satisfied through either new construction or acquisition rehabilitation exclusively in Supervisor District 10.
- *Sustainability and Sea Level Rise Protection:* The Project would implement sustainability measures to enhance livability, health and wellness, mobility and connectivity, climate protection, resource efficiency, and ecosystem stewardship and provide funding sources through the formation of a Community Facilities (Special Tax) District that the City will use to implement protections along the Southern Bayfront shoreline from future sea level rise.
- *Maintenance of Public Spaces and other Areas:* A separate services-only Community Facilities (Special Tax) District will be established to provide approximately $1.5 million annual private financing by the project for the cost of long-term management and maintenance of public spaces and certain portions of public rights-of-way with improvements that exceed basic city standards.
- *Transportation:* The Project would construct major new transportation infrastructure and would contribute toward other transportation and other infrastructure critical to serving India Basin through payment of a Transit Impact Fee, estimated at approximately $10 million. The Project includes a robust Transportation Demand Management program with a requirement to reduce single occupancy vehicle trips by 20% from baseline metrics. This requirement was identified as part of the environmental review process.
- *Jobs & Workforce Development Program:* The Project will implement a robust workforce commitment program to encourage local business participation, including LBE participation goal of 17% as established by the City's Contract Monitoring Division as well as participation in the City's First Source Hiring Requirements. The sponsor will further provide resources to support community-based organizations that provide barrier removal services and job readiness training for individuals within at-risk populations.
- *Community Facilities.* If requested, the Project will make available to the City up to 5,000 gsf of space at market rate for community facilities.

In conjunction with the Development Agreement, it is proposed that the Board of Supervisors would approve various transactional documents, including the State Lands Trust Exchange Agreement, which is an agreement between the master developer and the Port. Other City agencies retain a role in reviewing and issuing later approvals for the Project (for example, subdivision of the site and construction of infrastructure and other public facilities), as memorialized in the DA and other implementing documents. It is also proposed as part of approval of the DA that the City will consent to waive or

modify certain procedures and requirements under existing Codes in consideration of alternative provisions in the DA.

Shadow Impact Finding (Section 295)

Pursuant to Planning Code Section 295, no net new shadow is allowed to be created by new development on any property under the jurisdiction of, or designated for acquisition by, Recreation and Park Department property unless the Planning Commission, in consultation with Recreation and Park's General Manager and the Recreation and Park Commission, makes findings that the new shadows are insignificant and not adverse to the use of the park property. Incorporated into the environmental review for the Project is a detailed shadow analysis prepared pursuant per Department standards. The analyses describe net new shadows[1] cast on adjacent parks (India Basin Open Space, India Basin Shoreline Park, and 900 Innes) by the Project. For the Project, the EIR found the new shadows to be insignificant and not adverse to use of the parks. Planning staff is requesting that the Planning Commission adopt Shadow Impact Findings for the entire site to enable development to move forward as provided for in the DA, DSG and SUD and obviating the need for separate shadow analyses and multiple Commission actions for each future building permit.

Consistent with the EIR, Planning staff finds that the shadow impacts are neither significant nor adverse. The draft Motion for the shadow findings detail the additional percentage of additional shadow would be added to the respective open spaces. The respective open spaces are not subject to the maximum cap of shadow. Additional shadow is permitted on these open spaces as long as the new shadow would not adversely affect use of the park.

ISSUES AND OTHER CONSIDERATIONS

- The India Basin Mixed-Use Project is one of the Southern Bayfront Strategy projects. The Southern Bayfront Strategy is a framework the City has used to negotiate several large scale master development sites that are being developed under development agreements. Staff has concluded that the DA negotiated for Build meets the goals of the Southern Bayfront Strategy to deliver community benefits in the way of contributing to a high quality waterfront, community facilities and affordable housing particularly suited for the India Basin context.
- A portion of the proposed Big Green and India Basin Open Space will become subject to the State Lands Trust. Therefore, the Port technically would have jurisdiction over the property. The Port will enter into an agreement with RPD to operate and manage the Big Green. of the park assets and would be treated as any other RPD property.
- As noted above, there has been community concern expressed about the heights some of the taller buildings and the precedent that could be set for later development in nearby areas. BUILD has provided alternative development scenarios as part of the EIR review process that shifted the development away from the 160-foot tall buildings to other portions of the site. Staff

[1] Net new shadow is quantified as "net new shadow hours", which is calculated as the area of new shadow created by new development times the hours that such shadows are cast over the course a day. New shadow impacts are only considered for buildings over 40-feet.

has concluded that these alternative scenarios would create a less desirable built environment with bulkier podium buildings that would have negative impact to the quality of the streets and adjacent open spaces, including potentially greater shadows on the new public open space. Removing portions of the taller buildings without replacing them elsewhere would result in fewer units, thereby reducing the production of much needed housing, and requiring community benefits be reduced commensurate with the reduction in development. Notably, the current entire privately-owned site is zoned uniformly for development under M-1 at 40 feet with no bulk limitations; the current proposal dedicates several acres of this land permanently for public open space to augment the Bayview's public waterfront open space, enabled by shifting this development capacity to upland portions of the site.

- As noted above, Build has convened over 125 community meetings and presentations regarding this Project. They have convened two separate working groups to discuss issues and concerns of neighbors in the immediate neighborhood and one for the larger Bayview.

REQUIRED COMMISSION ACTION

In order for the Project to proceed, the Commission must:

1) Certify the FEIR pursuant to the CEQA;
2) Adopt CEQA Findings, including a statement of overriding considerations and a MMRP";
3) Recommend that the Board of Supervisors approve the ordinance amending the General Plan including amendments to the Bayview Hunters Point Area Plan, the Urban Design Element, the Recreation and Open Space Element, and the Commerce and Industry Element;
4) Recommend that the Board of Supervisors approve the ordinance amending the Planning Code to establish the India Basin Special Use District, and amend the associated Zoning Maps;
5) Adopt the proposed the India Basin Design Standards and Guidelines document;
6) Recommend that the Board of Supervisors approve the Development Agreement (DA) for the Project; and
7) Make master Shadow Impact Findings under Section 295 of the Planning Code.

BASIS FOR RECOMMENDATION

- The Project will add a substantial number of housing units, including affordable housing units in an underutilized site along the Bayshore while dedicating and improving substantial waterfront acreage to the City to augment the public open space system in an area lacking in such amenities and waterfront access.
- The site is currently underutilized, and the addition of new ground-floor retail spaces, new streets and public amenities, and publicly-accessibly open spaces will enliven the streetscape and will provide new access to the waterfront.

- The Design Standards and Guidelines document will provide specific guidance for the character of the overall Project, resulting in high-quality architecture, extensive streetscape and public realm improvements, and abundant publicly-accessible open space.
- The Development Agreement will provide substantial public benefits in areas including affordable housing, funding for transportation improvements, workforce development, and historic preservation, among other benefits.
- The Project is, on balance, consistent with the Goals, Policies, and Objectives of the General Plan.

RECOMMENDATION: Recommend to the Board of Supervisors approval of the General Plan Amendments, Planning Code Text and Map Amendments, the DA (to be scheduled August 23, 2018), and adoption of approval of the DSG.

Attachments:

General Plan Amendments

Draft Resolution
Draft Ordinance
Exhibit: General Plan Maps with notated proposed changes

Planning Code Text and Map Amendments

Draft Resolution
Draft Ordinance
Exhibit: Zoning Maps with notated proposed changes

Development Agreement

Draft Resolution
Draft Ordinance
Draft Development Agreement

Shadow Findings

Draft Motion
Shadow Study

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SAN FRANCISCO
PLANNING DEPARTMENT

Memo to the Planning Commission

HEARING DATE: JULY 26, 2018

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Case No.:	**2014-002541ENV GPA PCA MAP DEV CWP SHD**
Project Address:	**India Basin Mixed Use Project**
Existing Zoning:	M-1 (Light Industrial) M-2 (Heavy Industrial) NC-2 (Small Scale Neighborhood Commercial) P (Public) 40-X and OS (Open Space) Height and Bulk Districts
Proposed Zoning:	NC-2, MUG, P India Basin Special Use District (SUD) 20/160-IB, OS
Block/Lot:	Various Lots on Blocks 4596, 4597, 4605, 4606, 4607, 4620, 4621, 4622, 4629A, 4630, 4631, 4644, 4645, and 4646
Project Sponsor:	Recreation and Park Department and BUILD Inc.
Staff Contact:	Mathew Snyder – (415) 575-6891 Mathew.Snyder@sfgov.org
Recommendation:	**Approval with Conditions**

This memorandum documents the changes made to the approval packet for the India Basin Mixed-Use Project sent July 19, 2018. (Proposed revisions shown in underline.)

Changes include (1) clarifications to the Executive Summary, Motions and Resolutions regarding required actions and the name of the Project Sponsor; (2) minor edits to the CEQA findings; (3) revised language in the General Plan Amendment Resolution regarding General Plan consistency findings; (4) a revised substitute draft Planning Code and Zoning Map Amendment Ordinance and associated draft Resolution; and (5) additional changes to the Development Agreement resolution recognizing that the Project Sponsor is targeting 20% reduction in vehicle trip.

On July 24, 2018, Supervisor Cohen introduced a substitute Ordinance amending the Planning Code and Zoning Map. In this memo, Staff is recommending some additional minor amendments to this substitute Ordinance.

The Substitute Planning Code Amendment Ordinance is attached along with the Resolution of the Recreation and Parks Commission regarding Shadow Findings under Planning Code section 295 that were made at its March 18, 2018 hearing. Letters of support, including from the India Basin Neighborhood Association, and one letter of opposition is also attached.

Executive Summary and Motions and Resolutions

Staff is recommending that the Executive Summary and all Motions and Resolutions before you be revised to (1) reflect the official name of the Project Sponsor for the 700 Innes and India Basin Open Space component of the Project as being "India Basin Investments, LLC"; (2) the Executive Summary is to

include General Plan Amendments and General Plan findings as being required actions; and (3) descriptions throughout are to reflect that improvements to the India Basin Open Space are included in the component of the Project that will be implemented by India Basin Investments, LLC.

CEQA Findings

Staff is recommending the following clarification to the CEQA Findings:

On p. 2 of the CEQA Findings, in the second paragraph, make the following edit to the first sentence:

> BUILD would redevelop approximately 29.26 acres of privately and publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open space and a mixed-use urban village, consisting 1,575 residential units, 209,000 of commercial use, 1,800 off-street parking spaces, and 1,575 bicycle parking spaces.

On p. 61 of the CEQA Findings, under Bullet "Land Use and Sustainable Development", make the following edit to the second sentence:

> Key elements of the Sustainability Plan include developing a currently underutilized site with mixed-use development and open space…and rehabilitation of historic resources such as 702 Earl Street and the Shipwrights Cottage, the later in compliance with the Secretary of Interior's Standards of Rehabilitation.

General Plan Consistency Findings

The General Plan Findings and Planning Code Section 101.1 Findings are included in the General Plan Amendments Resolution. To clarify that these findings can be used for actions that are consistent with and further the project beyond those before the Planning Commission at the July 26 hearing, staff is recommending the following revision:

> AND BE IT FURTHER RESOLVED, that the Planning Commission finds these General Plan Amendments are in general conformity with the General Plan, and the Project and its approvals associated therein, all as more particularly described in Exhibit E to the Development Agreement on file with the Planning Department in Case No. 2014-002541DVA are each on balance, consistent with the following Objectives and Policies of the General Plan, as it is proposed to be amended as follows. These General Plan Findings are for the entirety of the Project and contemplate approval actions that, in addition to the General Plan Amendments, include but are not limited to Planning Code Text and Zoning Map Amendments, DA approval, DSG approval, adoption of Shadow findings under Planning Code Section 295, land acquisitions and conveyances as necessary to implement the public trust exchange contemplated in the DA, and actions by the Board of Supervisors and applicable City agencies approving the vacation of portions of Griffith Street, Hudson Avenue, Earl Street and Arelious Walker Avenue within the Project Site as contemplated by the DA; and
>
> AND BE IT FURTHER RESOLVED, That in regard to any other later approvals that are consistent with and further the Project, this Commission and the Department, to the maximum extent practicable, shall rely on these General Plan consistency findings.

Development Agreement Draft Resolution

The Transportation Plan / Transportation Demand Management Plan will include a goal of reducing estimated aggregate daily one-way vehicle trips by 20%. This new target is greater than required by the MMRP. As such, Planning staff is recommending the following addition to the Resolution acknowledging this difference.

Prior to the first NOW THEREFORE BE IT RESOLVED clause, insert:

> WHEREAS, as a part of the requirements of the DA, the Project Sponsor has committed to implementing a Transportation Plan / Transportation Demand Management Plan, that among other commitments, includes a goal of reducing estimated aggregate daily one-way vehicle trips associated with the 700 Innes and India Basin Open Space properties by at 20 percent compared to the aggregate daily one-way vehicle trips identified in the project-related Transportation Impact Study. The Mitigation Monitoring Reporting Program requires that such trips be reduced by at least 15 percent; therefore the new 20 percent target is consistent with meeting the "at least" 15 percent requirement.

Planning Code and Zoning Map Ordinance

Subsequent to the Planning packets being sent last week, City staff continued to work on the new Planning Code provisions that would implement the Project. Supervisor Cohen introduced a substitute Ordinance at the Board Supervisors on July 24, 2018 that reflected changes to the Special Use District. Staff has been involved in the review of this legislation and supports it. Staff's recommendation is for the Planning Commission to approve the substitute Ordinance (attached). Below is a description of the substantive changes:

Major and Minor Modifications Process

Section 249.84 (f), page 5, lines 19 through 23:

> Definitions for Major and Minor Modifications have been revised by removing indication that such modifications apply to "vertical development only".

Land Use

> Section 249.84(g), pages 7 (line 1) through 9 (line 1), Land Use Chart has been revised by (1) correcting that "Entertainment, Arts & Recreation Use" are generally principally permitted in the Public Market / Town Triangle Zone (publicly accessible privately owned spaces); and (2) clarified that "Entertainment, Arts & Recreational Uses" are not permitted within the "Privately Owned Open Space" and removed unnecessary exception to allowing "Passive Open Area" within such zone and renumbered exceptions accordingly.

Interim Uses

> Section 249.84(g)(4), page 11 (lines 4-5),: Subsection (J) has been added as follows:
>
> *(J) Trailers, recreational vehicles, or other temporary housing for construction workers, seasonal labor, or other workforce employment needs.*

Usable Open Space

Section 249(h)(8), page 13 (lines 12-19): In recognition that the Project includes a significant amount of new open space (both publicly owned and privately owned) that will be delivered in conjunction with vertical development, the following open space exception has now been included in the Draft Ordinance:

> *Notwithstanding the above, dwelling units within "the Cove" portion of the site, as described in the Development Agreement and shown in Figure 1-38 of the DSG, are exempt from this usable open space requirement, given their immediate adjacency to "the Market Place" open space.*

NOTE: Planning staff is also recommending further revisions to the open space requirement that were not included in the Substitute Ordinance and are described below under discussion of the Draft Planning Code Resolution.

Dwelling Unit Exposure

Section 249(h)(9), Page 13 (lines 20-24): revised the language to be consistent with the DSG:

> *All required dwelling unit windows and openings as defined by Section 504: Light and Ventilation of the San Francisco Housing Code shall face directly on an open area such as a public street, laneway, parcel break, trail, or unobstructed open space, for a minimum horizontal clear dimension of 25 feet, measured perpendicularly from the required window or opening face, as further provided in the DSG.*

Off-Street Parking

Section 249(h)(10), Page 14 (lines 1-20): revised Table 249.84-3 to include the following requirements specifically for grocery stores:

Retail, except General Grocery or Special Grocery Use	*1 space: 700 gross square feet*
General Grocery or Special Grocery Uses below 20,000 gross square feet	*1 space: 500 gross square feet*
General Grocery or Special Grocery Uses with 20,000 gross square feet or more	*1 space: 250 gross square feet*

New language has also been added to clarify that publicly accessible parking for the Project's parks and open spaces is permitted beyond those provided in the parking maximum ratios:

> *Notwithstanding the maximum off-street parking ratios established in Table 249.84-3, up to 225 public parking spaces may be provided to visitors to India Basin's parks, subject to the 1,800-parking-space cap.*

Planning Code and Zoning Map Draft Resolution: Staff Recommendation for Additional Text Amendments

As noted above, Planning staff is recommending further revisions to the Planning Code Text amendments regarding Usable Open Space, which were not included in the revised draft Ordinance described above.

Therefore, staff is recommending that the Commission include as part of its action the following language to address further exceptions to the on-site usable open space requirement:

AND BE IT FURTHER RESOLVED, that the Commission hereby recommends that the Board of Supervisors incorporate the following additional provision and corrections within the Draft Ordinance:

Section 249.84(f) Definitions: add to the end of the Minor Modification definition:

> *Notwithstanding the forgoing, minor modifications shall also include modifications of up to 50% for the usable space requirement for buildings on F3, F4, F5, F6 and F8 and identified in the DSG.*

On top of the above additional open space provision, correct the following to Section 3 of the Draft Ordinance :

(d) To change the Zoning Map (ZN09) from M-2 (Heavy Industrial) to P:

~~4646/002, 003, 003A, 019~~	~~NC-2~~	~~P~~
4596 / 025; 4597/ 025	M-2	P

Attachments:
Draft Substitute Planning Code and Map Ordinance
Recreation and Parks Commission Resolution 1807-004
Letter of Opposition
Letter of Support

[Planning Code, Zoning Map - India Basin Special Use District]

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the southeast part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

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

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

Section 1. Planning and Environmental Findings.

(a) In companion legislation adopting a Development Agreement associated with the India Basin Mixed-Use project, the Board of Supervisors adopted environmental findings pursuant to the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000 et seq.), the CEQA Guidelines (14 Cal. Code Reg. Sections 15000 et seq.), and Chapter 31 of the Administrative Code. The Board of Supervisors adopts these environmental findings as though fully set forth herein in relation to this ordinance. A copy of

said companion legislation is in Board of Supervisors File No. _____ and it and its environmental findings are incorporated herein by reference.

(b) In companion legislation adopting General Plan amendments associated with the India Basin Mixed-Use project, the Board of Supervisors adopted findings that the actions contemplated in this ordinance are consistent, on balance, with the City's General Plan and eight priority policies of Planning Code Section 101.1. The Board incorporates these findings by reference and adopts these findings as its own. A copy of said companion legislation is in Board of Supervisors File No. _____.

(c) Pursuant to Planning Code Section 302, this Board finds that this Planning Code amendment will serve the public necessity, convenience, and welfare for the reasons set forth in Planning Commission Resolution No. _____ and adopted on _____, 2018, and the Board adopts such reasons as its own. A copy of said resolution is on file with the Clerk of the Board of Supervisors in File No. _____ and is incorporated herein by reference.

Section 2. The Planning Code is hereby amended by adding Section 249.84, to read as follows:

SEC. 249.84. INDIA BASIN SPECIAL USE DISTRICT.

*(a) **Purpose and Boundaries.** A Special Use District entitled the "India Basin Special Use District" (SUD) is hereby established, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the southeast part of San Francisco. The precise boundaries of the SUD are shown on Sectional Map SU09 of the Zoning Map. The purpose of this SUD is to implement the Development Agreement for the India Basin Mixed-Use Project (Project), approved by the Board of Supervisors in the ordinance in Board File No._____. The Project will provide several benefits to the City, such as a significant amount of open space, increased public access,*

commercial space, extensive infrastructure improvements, and affordable housing, while creating jobs, housing, and a vibrant community.

(b) ***Public Trust****. Within this SUD, certain property is or will be subject to the public trust for commerce, navigation, and fisheries (the Public Trust) in accordance with a public trust exchange and title settlement agreement with the State of California. The Port of San Francisco (Port) has jurisdiction over the Public Trust property, with the right to prohibit uses that are not consistent with the Public Trust. The Port also shall issue permits for any improvements on the Public Trust property, subject to any delegation by the Port to another City agency. The Recreation and Park Department will operate and maintain the public parks and open spaces located on Public Trust property, in accordance with an agreement with the Port and in accordance with the open space covenant attached to the Development Agreement (Open Space Covenant). The Planning Commission has jurisdiction over the permitting for any development of property within the SUD that is not subject to the Public Trust.*

(c) ***Relationship to Design Standards and Guidelines.*** *The Design Standards and Guidelines (DSG), as may be periodically amended, are incorporated into this SUD and set forth standards and guidelines applicable within the SUD. A copy of the DSG is on file with the Planning Department and is available on its website. This SUD and the DSG shall be read and construed together so as to avoid any conflict to the greatest extent possible. If there is an unavoidable conflict between the SUD and the DSG, the SUD shall prevail. The Planning Director may make adjustments to the DSG for areas within the Planning Commission's jurisdiction, provided any material amendment to the DSG, as determined by the Planning Director, will be subject to the review and approval of the Planning Commission. Adjustments to the DSG for areas outside of the Planning Commission's jurisdiction, such as adjustments to the public right-of-ways, public infrastructure, or recreational facilities within the parks, may be made by the Public Works Director, the San Francisco Public Utilities Commission General Manager, or the Recreation and Park Department General Manager, as applicable, subject to*

the requirements of the Development Agreement and the Open Space Covenant and following consultation with the Planning Director.

(d) ***Relationship to Other Planning Code Provisions.*** *Applicable provisions of the Planning Code shall control except as otherwise provided in this SUD, the DSG within the control of the Planning Commission or Recreation and Park Commission, and the Development Agreement (for so long as the Development Agreement is in effect). In the event of a conflict between other provisions of the Planning Code and the DSG or this SUD (and further subject to subsection (e) below), this SUD shall control first, followed by the DSG and the Planning Code.*

(e) ***Relationship to the Development Agreement.*** *This SUD shall be read and construed consistent with the Development Agreement, and all development within the Project Site shall satisfy the requirements of the Development Agreement for so long as it remains in effect for each part of the Project Site. As described in the Development Agreement, the Project is divided into Development Phases, and no development may occur within a Development Phase until after the Planning Department issues a Development Phase Approval. Upon expiration or termination of the Development Agreement for any part of the Project Site, any new development, other than replacement of what was built under the Development Agreement, shall require a conditional use approval under Section 303 of this Code.*

(f) ***Definitions.*** *If not expressly superseded by definitions set forth in this Section 249.84 the DSG, or the Development Agreement, all definitions, procedures, and requirements of the Planning Code shall apply to this SUD. The following definitions shall govern interpretation of this Section:*

"Applicant" means the owner or authorized agent of the owner of a parcel that applies for an approval under this SUD.

"Building Standards" means the standards applicable to Vertical Improvements and any associated privately-owned open spaces within the SUD, consisting of the standards specified in subsection (h) below and the standards identified as such in the DSG. It does not mean Building Code

requirements under either the California, the San Francisco, or the Port of San Francisco Building Codes, which this SUD and the DSG do not override.

"Development Agreement" shall mean the Development Agreement By and Between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, Relative to the Development Known as India Basin Mixed-Use Project, approved by the Board of Supervisors in the ordinance in Board File No. _____, as it may be amended from time to time.

"Development Phase" and "Development Phase Approval" have the meaning set forth in the Development Agreement.

"General Manager" means the General Manager of the Recreation and Park Department.

"Horizontal Development" or "Horizontal Improvements" means all improvements and construction required to prepare land for Vertical Improvements, including streets, right-of-ways, utility lines, and infrastructure to serve development lots, transit improvements, public parks and open spaces, bicycle paths, and shoreline improvements. Horizontal Development shall include all Public Improvements and all Privately-Owned Community Improvements, as those terms are defined in the Development Agreement.

"India Basin DSG" or "DSG" shall mean the document adopted by Planning Commission Motion _____, as may be amended from time to time. The DSG is incorporated into this SUD by reference.

"Major Modification" means a deviation of 10% or more from any dimensional or numerical standard in this SUD or in the DSG, except as explicitly prohibited per subsection (i) below.

"Minor Modification" means a deviation of less than 10% from any dimensional or numerical standard in this SUD or in the DSG, except as explicitly prohibited per subsection (i) below, or any deviation from any non-numerical standard in the DSG.

"Privately-Owned Community Improvement" shall mean a facility that is privately owned and privately maintained, at no cost to the City, for the public benefit, that is not dedicated to the City. The

Privately-Owned Community Improvements include certain right-of-ways, pedestrian paths and bicycle lanes, open spaces, the public market, and storm drain facilities, as more particularly described in the Development Agreement.

"Project Site" has the meaning set forth in the Development Agreement.

"Public Improvements" means the facilities, both on- and off-site, to be improved, constructed, and dedicated by Developer and, upon completion in accordance with the Development Agreement, accepted by the City. Public Improvements include the streets within the Project Site described in the Development Agreement, and all infrastructure and public utilities within the accepted streets (such as gas, electricity, and water and sewer lines, but excluding any non-municipal utilities), as well as sidewalks, bicycle lanes, street furniture, paths, and intersection improvements (such as curbs, medians, signaling, traffic controls devices, signage, and striping). Public Improvements also include the Parks and Open Spaces, the SFPUC Infrastructure, and the SFMTA Infrastructure, as those terms are defined in the Development Agreement. The Public Improvements do not include Privately-Owned Community Improvements.

"RPC Open Space" means publicly-owned areas within the SUD that are within the jurisdiction of the Port Commission or the Recreation and Park Commission, as depicted on Figure 249.84-1: RPC Open Space.

[Insert Figure 249.84-1: RPC Open Space]

"Vertical Development" or "Vertical Improvements" means new construction of a building and any later expansion or addition to a previously approved building, where the building is located within the Mixed-Use, Residential Mixed-Use, Multi-Family Residential, or Public Market land use districts within the SUD shown in Figure 249.84-2: India Basin Use Districts.

[Insert Figure 249.84-2: India Basin Use Districts (figure 4-6 of the DSG)]

(g) Uses.

*(1) **Permitted Uses.** The following uses set forth in Table 249.84-1: India Basin Uses shall be permitted as indicated within the different use districts of the SUD, where P means Permitted Use and NP means Non-permitted Use.*

Table 249.84.1: India Basin Uses

Use	*Mixed Use*	*Residential Mixed-Use*	*Multi-Family Residential*	*Public Market / Town Triangle*	*Privately Owned Open Space*
Agriculture Use	*P (1,2)*	*P (1,2)*	*P (1,2)*	*P (1)*	*P (1)*
Automotive Use	*NP (3)*	*NP (3)*	*NP (3)*	*NP*	*NP*
Entertainment, Arts & Recreation Use	*P (4,5)*	*P (4,5)*	*P (5,6)*	*P (5, 6)*	*NP*
Industrial Use	*NP (7)*	*NP (7, 8)*	*NP (3)*	*NP*	*NP*
Institutional Use	*P (9)*	*P (10)*	*P (10,11)*	*NP (12)*	*NP*
Residential Use	*P*	*P*	*P*	*NP*	*NP*
Sales and Services, Non-Retail Use	*P (13)*	*P (13)*	*NP*	*NP*	*NP*
Sales and Services, Retail Use	*P (14)*	*P (14, 15)*	*NP*	*NP (16)*	*NP*
Utility and Infrastructure Use	*NP (17, 18)*	*NP (17, 18)*	*NP (17, 18)*	*NP (18)*	*NP (18)*

Notes:

1. Use permitted with the exception of Large Scale Urban Agriculture and Industrial Agriculture.

2. Use permitted with the exception of Greenhouses.

3. Use not permitted with the exception of Public and Private Parking facilities.

4. Use permitted with a maximum limit of three screens for any Movie Theater use.

5. Use permitted with the exception of Livery Stables and Sports Stadiums.

6. Use permitted with the exception of Movie Theater and Nighttime Entertainment.

7. Use not permitted with the exception of Cat Boarding, Kennel, Light Manufacturing, Metal Working, Parcel Trade Office, Trade Shop, Animal Processing 1, and Food Fiber and Beverage Processing.

8. Use not permitted except on Ground Floor.

9. Cannabis Dispensary permitted with Conditional Use.

10. Use permitted with the exception of Cannabis Dispensary and Hospital.

11. Use Permitted with the exception of Job Training, Trade School and Post-secondary Educational Institution.

12. Use not permitted with the exception of Public Facilities.

13. Use permitted with the exception of Laboratory, Life Sciences, Commercial Storage, Wholesale Sales, and Wholesale Storage.

14. Use permitted with the exception of Adult Business, Mortuary, Limited Financial Services, Motel, Self-Storage and Tobacco Paraphernalia Store.

15. Use permitted with the exception of Animal Hospital, Fringe Financial Services.

16. Use not permitted with the exception of Grocery, Food and Beverage uses.

17. Use not permitted with the exception of Internet Service Exchange, Wireless Telecommunication Services (WTS) Facility, which shall be permitted with a Conditional Use permit.

18. Use not permitted with the exception of Utility Installation.

*(2) **Uses within RPC Open Space.** Subject to the limitations imposed by the Public Trust, uses within RPC Open Space shall be subject to review under Planning Code section 211, which controls land uses within P (Public) Districts. Notwithstanding Planning Code Sections 211, 211.1, and 211.2, the following uses shall be considered principally permitted: concessionaire stands and infrastructure as described in the Development Agreement and the DSG.*

*(3) **Temporary Uses.** Subject to the limitations imposed by the Public Trust, any of the following temporary uses (collectively, Temporary Uses) may be authorized by the General Manager for uses located within the RPC Open Space or the Planning Director for uses located within the SUD but outside the RPC Open Space without a public hearing for a period not to exceed 90 days: booths for charitable, patriotic, or welfare purposes; markets; exhibitions, festivals, circuses, musical and theatrical performances, and other forms of live entertainment including setup/load-in and demobilization/load-out; athletic events; open-air sales of agriculturally-produced seasonal decorations such as Christmas trees and Halloween pumpkins; meeting rooms and event staging; mobile food on private property; and temporary retail establishments. Such authorization may be extended for another 90 days, as approved by the General Manager or Planning Director, as applicable. The General Manager (for uses located within the RPC Open Space) or the Planning Director (for uses located outside the RPC Open Space) may authorize recurring Temporary Uses, such as a weekly farmers market, under a single authorization. All such uses on the public right-of-way are subject to permitting as required under the Municipal Code.*

*(4) **Interim Uses.** Subject to the limitations imposed by the Public Trust, interim uses for a period not to exceed five years may be authorized by the General Manager (for uses located within the RPC Open Space) or the Planning Director (for uses located outside the RPC Open Space) without a public hearing if the General Manager or Planning Director, as applicable, finds that such Interim Use will not impede orderly development consistent with this SUD, the DSG, and the*

Development Agreement. Additional time for such uses may be authorized upon a new application. Any Interim Use listed in this subsection (g)(4) that is integral to development under the Development Agreement, as determined by the General Manager or Planning Director, as applicable, shall not require separate authorization as an Interim or Temporary use (for example, uses incidental to environmental clean-up, demolition and construction, storage, and automobile and truck parking and loading related to construction activities). Any authorization granted pursuant to this subsection (g)(4) shall not exempt the applicant from obtaining any other permit required by law. All such uses on the public right-of-way are subject to permitting as required under the Municipal Code. In addition to temporary uses integral to the development, Interim Uses shall include, but are not limited to:

(A) Retail activities, which may include the on-site assembly, production, or sale of food, beverages, and goods, the operation of restaurants or other retail food service in temporary structures, outdoor seating, food trucks, and food carts;

(B) Temporary art installations, exhibits, and sales;

(C) Recreational facilities and uses (such as play and climbing structures and outdoor fitness classes);

(D) Motor vehicle and bicycle parking, if accessory to other permitted, temporary, or interim uses;

(E) On-site assembly and production of goods in enclosed or unenclosed temporary structures;

(F) Educational activities, including but not limited to after-school day camp and activities;

(G) Site management service, administrative functions, and customer amenities and associated loading;

(H) Rental or sales offices incidental to new development;

(I) Entertainment uses, both unenclosed and enclosed, which may include temporary structures to accommodate stages, seating, and support facilities for patrons and operations; and

(J) Trailers, recreational vehicles, or other temporary housing for construction workers, seasonal labor, or other workforce employment needs.

*(5) **Nonconforming Uses.** The Planning Director and the General Manager may allow the reasonable continuance, modification, or expansion of existing uses and structures that do not comply with this Section 249.84 or the DSG upon a determination that the use would not impede the orderly development of the SUD consistent with this Section and the Development Agreement.*

*(6) **Ground Floor Use Requirements.** Ground Floor Uses are required as indicated in Table 249.84-2: Types of Ground Floor Uses and Figure 249.84-3: Ground Floor Uses, below. Such uses cannot face a public right-of-way or public open space with non-transparent walls or involve the storage of goods or vehicles at a rate greater than 15% of the required frontage length, as further governed by the Ground Floor Use Requirements in the DSG.*

Table 249.84-2: Types of Ground Floor Uses

Ground Floor Use Type	***Allowed Use Categories (can be principal, conditional, or accessory)***
Type A	*Entertainment, Arts, and Recreation Uses, Sales and Services, Retail Uses*

Type B	*Sales and Services, Non-Retail and Institutional Use*
Type C	*Residential Use Category*

[Insert Figure 249.84-3: Ground Floor Uses (DSG Figure No. 4-7)]

(h) ***Building Standards.*** *Building Standards shall be as follows, unless modified in accordance with subsections (i)(2) or (i)(3), below.*

(1) ***Residential Unit Density.*** *There shall be no residential unit density limit within this SUD.*

(2) ***Floor Area Ratio.*** *There shall be no floor-area-ratio limit within this SUD.*

(3) ***Building Height.*** *The height limits shall be as set forth on Sectional Map HT09 of the Zoning Map and as further limited and detailed in Figure 249.84-4: Building Heights Maximum, and as further governed by the DSG.*

[Insert Figure 249.84-4: Building Heights Maximum.]

(4) ***Measurement of Height.*** *Buildings shall be measured from predetermined points as provided in Figure 249.84-5: Measurement of Height and as further set forth in Chapter 5 of the DSG. Portions of the Site within the "OS" Height designations shall be subject to the same requirements and review procedures of other properties throughout San Francisco with an "OS" Height and Bulk designation.*

[Insert Figure 249.84-5: Measurement of Height (DSG Figure 5-5).]

*(5) **Bulk**. No building dimension shall be greater than 270 feet along any public right-of-way or public open space. No portion of any building above 80 feet in height shall have a dimension greater than 130 feet. Buildings shall also meet the DSG requirements for building modulation and sculpting.*

*(6) **Setbacks**. Buildings shall be set back from or built to the respective right-of-ways as shown in Figure 249.84-6: Setbacks, and as further governed by the DSG.*

[Insert Figure 249.84-6: Setbacks (DSG Figure 5-7).]

*(7) **Rear Yard**. There shall be no rear yard requirement within the India Basin SUD.*

*(8) **Usable Open Space**. In addition to any publicly-accessible open spaces described in the DSG, a minimum of 36 square feet of open space if private, or 48 square feet of open space if common, shall be provided for each dwelling unit. Such open space may be on the ground, on decks, balconies, porches, or other facilities and shall be provided on the same development block as the unit to be served. The standards for open spaces shall be governed by the DSG. Notwithstanding the above, dwelling units within "the Cove" portion of the site, as described in the Development Agreement and shown in Figure 1-38 of the DSG, are exempt from this usable open space requirement, given their immediate adjacency to "the Market Place" open space.*

*(9) **Minimum Dwelling Unit Exposure**. All required dwelling unit windows and openings as defined by Section 504: Light and Ventilation of the San Francisco Housing Code shall face directly on an open area such as a public street, laneway, parcel break, trail, or unobstructed open space, for a minimum horizontal clear dimension of 25 feet, measured perpendicularly from the required window or opening face, as further provided in the DSG.*

*(10) **Maximum Off-Street Parking**. The standards for off-street parking shall be governed by the DSG. Off-Street parking is not required and shall be limited to the following maximum ratios:*

Table 249.84-3: Maximum Off-Street Parking Ratios per Land Use

Land Use	***Off-Street Parking Ratio***
Residential	*1 space: 1 unit*
Office	*1 space: 1,200 gross square feet*
Retail, except General Grocery or Special Grocery Use	*1 space: 700 gross square feet*
General Grocery or Special Grocery Uses below 20,000 gross square feet	*1 space: 500 gross square feet*
General Grocery or Special Grocery Uses with 20,000 gross square feet or more	*1 space: 250 gross square feet*

Pursuant to subsection (l)(4), parking amounts may be greater on a parcel-by-parcel basis than otherwise allowed by Table 249.84-3, but not to exceed 1,800 off-street parking spaces in the SUD. Notwithstanding the maximum off-street parking ratios established in Table 249.84-3, up to 225 public parking spaces may be provided to visitors to India Basin's parks, subject to the 1,800-parking-space cap.

*(11) **Loading**. Off-street loading spaces shall be provided in the following amounts, and as shown in Table 249.84-4: Loading Spaces, and Figure 249.84-7: Loading Spaces, subject to modifications in accordance with Section 4.7 of the DSG.*

Table 249.84-4: Loading Spaces

Garage	***Loading Spaces***
The Cove	*5*
Hillside	*7*
Flats	*2*

[Insert Figure 249.84-7: Loading Spaces]

*(12) **Bicycle Parking**. The amount of bicycle parking required shall be governed by the Planning Code, but the location and design of the required bicycle parking shall be governed by the DSG and the transportation plan attached to the Development Agreement.*

*(13) **Showers and Lockers**. Showers and lockers shall be provided pursuant to the Planning Code.*

*(14) **Permitted Obstructions**. Obstructions shall extend no more than three feet within required setbacks and right-of-ways and no more than four feet within required setbacks greater than one foot, as further described in the DSG.*

*(15) **Streetscape Improvements**. Implementation of the Rights-of-Way Public Realm Improvements as described in the DSG shall be required pursuant to the Development Agreement.*

*(16) **Signage**. Notwithstanding the signage controls of Article 6 for business and identifying signs within NC-2 and MUG Districts, the following signage controls shall be applied within the Mixed Use, Residential Mixed-Use, and Multi-Family Residential districts of this SUD, in addition to regulation of signs in the DSG:*

(A) Freestanding signs are not permitted.

(B) Signs shall be placed no higher than 30feet above grade.

(C) Identifying signs shall be no larger than 10 square feet.

(D) There is no limitation on the area of business signs as long as they meet the controls of the DSG.

(E) Projecting signs may project no more than 50% of the sidewalk width and must be oriented perpendicular to the building face.

*(17) **Inclusionary Housing Requirements**. For so long as the Development Agreement is in effect with respect to a portion of the Project Site, the affordable housing requirements of the Development Agreement shall govern that portion of the Project Site. Upon expiration or termination of the Development Agreement as applied to a portion of the Project Site, the then-applicable affordable housing requirements of the Planning Code shall apply to that portion of the Project Site, without reference to the date of any earlier environmental review application.*

*(18) **Impact Fees**. For so long as the Development Agreement remains in effect with respect to a portion of the Project Site, the developer impact fees payable for any Vertical Development on that portion of the Project Site will be determined in accordance with the Development Agreement. Upon expiration or termination of the Development Agreement as applied to a portion of the Project Site, the then-applicable developer impact fees in the Planning Code shall apply to that portion of the Project Site.*

*(i) **Modifications to Building Standards and Ground Floor Use Requirements.** Modification of the Building Standards and Ground Floor Use Requirements set forth in this SUD and as more specifically set forth in the DSG may be approved on a project-by-project basis according to the procedures set forth below.*

*(1) **No Modifications or Variances.** No modifications or variances are permitted for maximum height and maximum off-street parking ratios established in this SUD, except as provided in subsection (l)(4). Other Building Standards set forth in this SUD or in the DSG may only be modified as provided in subsections (i)(2) and (i)(3).*

*(2) **Minor Modifications.** The Planning Director may approve a Minor Modification administratively in accordance with the procedures set forth in subsection (l).*

*(3) **Major Modifications.** The Planning Commission shall hear any application for a Major Modification in accordance with the procedures set forth in subsection (l).*

*(j) **Development Phase Approval.** The Planning Department shall approve only those applications for individual building projects that are consistent with a Development Phase Approval. The Development Phase Approval process, as set forth in the Development Agreement, is to ensure that all Horizontal Improvements and Vertical Improvements within a Development Phase are consistent with the Development Agreement and this SUD. The Planning Director shall act on a Development Phase Application within 60 days after submittal of a complete Development Phase Application.*

*(k) **Design Review and Approval.** To ensure that Vertical Improvements and Privately-Owned Community Improvements meet the DSG and Development Agreement requirements, an Applicant shall submit a design review application and receive approval from the Planning Department, or the Planning Commission if required, before obtaining any permits for the applicable construction. Design review and approval for all RPC Open Spaces shall be performed by the Recreation and Park Department, with Planning Department consultation, subject to the Port's approval for consistency with the Public Trust for any lands that are subject to the Public Trust. Standards and limitations on design review approval are set forth in the Development Agreement and in subsection (l), below. Nothing in this Section 249.84 limits the Charter authority of any City department or commission or the rights of City agencies to review and approve proposed infrastructure as set forth in the Development Agreement.*

*(l) **Design Review Applications and Process.***

*(1) **Applications.** Each design review application shall include the documents and other materials necessary to determine consistency with this SUD and the DSG, including site plans, sections, elevations, renderings, landscape plans, and exterior material samples to illustrate the overall*

concept design of the proposed buildings. If an Applicant requests a Major or Minor Modification, the application shall describe proposed changes in reasonable detail, including narrative and supporting images, if appropriate, and a statement of the purpose or benefits of the proposed changes. Substitutions should be of equal or superior quality to existing standards.

*(2) **Completeness.** Planning Department staff shall review the application for completeness and advise the Applicant in writing of any deficiencies within 30 days of the date of the application.*

*(3) **Design Review of Vertical Improvements and Privately-Owned Community Improvements.** Upon a determination of completeness, Planning Department staff shall conduct design review and prepare a staff report determining compliance with this SUD and the DSG, including a recommendation regarding any modifications sought. The staff report shall be delivered to the Applicant and any third parties requesting notice in writing, shall be kept on file, and shall be posted on the Department's website for public review, within 60 days of the determination of completeness. If Planning Department staff determines that the design is not compliant with this SUD or the DSG, the Applicant may resubmit the Application, in which case the requirements of this subsection (l) for determination of completeness, staff review and determination of compliance, and delivery, filing, and posting of the staff report, shall apply anew.*

*(4) **Off-Street Parking.** Design review applications for Vertical Improvements shall include the requested number of off-street parking spaces sought for the Vertical Improvement. It is the intent of this SUD that at full build-out of all parcels in the SUD, the total number of off-street parking spaces within the SUD shall not exceed the applicable maximum parking ratios specified in Table 249.84-3. The maximum parking ratios shall not apply to individual Vertical Improvements or parcels, but shall be considered cumulatively for the Vertical Improvements within the SUD as a whole, as set forth in the Development Agreement. Each application shall include both the individual request for off-*

street parking related to the specific location and the cumulative number of off-street parking spaces previously approved.

(5) Approvals and Public Hearings for Vertical Improvements and Privately-Owned Community Improvements.

*(A) **Vertical Improvements Seeking No Modifications, or Minor Modifications.** Within 10 days after the delivery and posting of the staff report on the design review application, the Planning Director shall approve or disapprove the design and any Minor Modifications based on its compliance with this SUD, the DSG, and the General Plan. If the Vertical Improvement is consistent with the numeric standards set forth in this SUD and the DSG, the Planning Director's discretion to approve or disapprove the Vertical Improvement shall be limited to the Vertical Improvement's consistency with the non-numeric elements of the DSG and the General Plan. Notwithstanding any other provisions of this SUD, the Planning Director may, at his or her discretion, refer an Application that proposes a Minor Modification to the Planning Commission if the Planning Director determines that the proposed modification does not meet the intent of the DSG standards.*

*(B) **Vertical Improvements Seeking Major Modifications.** If an application for Vertical Improvements seeks one or more Major Modifications, or if a design review application is otherwise referred to the Planning Commission, the Planning Commission shall calendar the item for a public hearing, subject to any required noticing. The Planning Commission's review shall be limited to the proposed Major Modification or the modifications referred by the Planning Director for failure to meet the DSG standards. The Planning Commission shall consider all comments from the public and the recommendations of the staff report and the Planning Director in making a decision to approve or disapprove the Vertical Improvement design, including the granting of any Major Modifications.*

*(C) **Notice of Hearings.** In addition to complying with the notice requirements of the Brown Act and the Sunshine Ordinance, notice of Planning Commission hearings required by subsection (l)(5)(B) shall be provided as follows:*

(i) by mail not less than 10 days prior to the date of the hearing, to the Vertical Improvement applicant, to property owners within 300 feet of the exterior boundaries of the property that is the subject of the application, using for this purpose the names and addresses as shown on the citywide assessment roll in the Office of the Tax Collector, and to any person who has requested such notice; and

(ii) by posting on the subject property not less than 10 days prior to the date of the hearing.

*(m) **Change of Use.** Each building permit application submitted to the Department of Building Inspection for Vertical Improvements shall be forwarded to the Planning Department. The applicable department shall review the building permit application for consistency with the authorizations granted pursuant to this Section 249.84. No building permit may be issued for any Vertical Improvement or for a permit of Occupancy that would authorize a new use unless the Planning Department determines such permit is consistent with the Standards set forth in the DSG.*

*(n) **Discretionary Review.** No requests for discretionary review shall be accepted by the Planning Department or heard by the Planning Commission for any Building in the SUD.*

Section 3. The Planning Code is hereby amended in accordance with Planning Code Section 106 by revising Sectional Map ZN09, Height Map HT09, and Special Use District Map SU09 of the Zoning Map, as follows:

(a) To change the Zoning Map (ZN09) from M-1 (Light Industrial) to MUG (Mixed-Use General):

Assessor's Parcels (Blocks/Lot Numbers)	Land Use District Superseded	New Land Use District
4606/100; 4607/025; 4620/001, 002; 4621/016, 018, 100, 101; 4630/005,	M-1	MUG

100; 4631/001, 002; 4644/001, 010, 010A, 010B; 010C, 011; 4645/001, 010, 010A, 011, 012, 013		

(b) To change the Zoning Map (ZN09) from M-1 to P (Public):

4646/001; 4629A/010; 4630/002	M-1	P

(c) To change the Zoning Map (ZN09) from NC-2 (Neighborhood Commercial, Small Scale) to P:

4646/002, 003, 003A, 019	NC-2	P

(d) To change the Zoning Map (ZN09) from M-2 (Heavy Industrial) to P:

4646/002, 003, 003A, 019	NC-2	P

(e) To change the Height and Bulk Map (HT09) from 40-X to 20/160-IB:

Parcels	**Height and Bulk District Superseded**	**New Height and Bulk District**
4606/100; 4607/025; 4620/001, 002; 4621/016, 018, 100, 101; 4630/005, 100; 4631/001, 002; 4644/001, 010, 010A, 010B; 010C, 011; 4645/ 001, 010, 010A, 011, 012, 013;	40-X	20/160-IB

4644/004A, 005, 006, 006A, 007, 008, 009; 4645/003A, 004, 006, 007, 007A, 014, 015		

(f) To change the Height and Bulk Map (HT09) from 40-X to OS:

Parcels	**Height and Bulk District Superseded**	**New Height and Bulk District**
4601/001, 002, 003, 003A, 019; 4629A/101; 4630/002; 4596/026; 4597/026; 4606/026; 4607/024; 4621/021; 4630/002, 006, 007	40-X	OS

(g) To change the Special Use District Map (SD09) by creating the new India Basin Special Use District and assigning the following parcels to be within the India Basin Special Use District:

Parcels	**Special Use District**
4606/100; 4607/025; 4620/001, 002; 4621/016, 018, 100, 101; 4630/005, 100; 4631/001, 002; 4644/001, 010, 010A, 010B; 010C, 011; 4645/001, 010, 010A, 011, 012, 013; 4644/004A, 005, 006, 006A, 007, 008, 009; 4645/003A, 004, 006, 007, 007A, 014, 015; 4596/026; 4597/026; 4606/026; 4607/024; 4621/021; 4630/002, 006, 007	India Basin Special Use District

Section 4: The Figures presented in this ordinance (Figures 249.84-1, 249.84-2, 249.84-3, 249.84-4, 249.84-5, 249.84-6, and 249.84-7) have been placed in Board of Supervisors File No. _____, and are incorporated herein by this reference.

Section 5. Effective and Operative Dates.

(a) This ordinance shall become effective 30 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

(b) This ordinance shall become operative on its effective date or on the effective date of the Development Agreement for the India Basin Mixed-Use project, enacted by the ordinance in Board of Supervisors File No. _____, whichever date occurs later; provided, that this ordinance shall not become operative if the ordinance regarding the Development Agreement is not approved.

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

By: _____
ANDREA RUIZ-ESQUIDE
Deputy City Attorney

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Planning Commission Motion No. 20248
CEQA Findings

HEARING DATE: July 26, 2018

Case No.:	**2014-002541ENV**
Project Address:	**India Basin Mixed Use Project**
Existing Zoning:	M-1 (Light Industrial) M-2 (Heavy Industrial) NC-2 (Small Scale Neighborhood Commercial) P (Public) 40-X and OS (Open Space) Height and Bulk Districts
Block/Lot:	Various Lots on Blocks 4596, 4597, 4605, 4606, 4607, 4620, 4621, 4622, 4629A, 4630, 4631, 4644, 4645, and 4646
Project Sponsor:	Recreation and Park Department and BUILD Inc.
Staff Contact:	Mathew Snyder – (415) 575-6891 Mathew.Snyder@sfgov.org

ADOPTING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA"), AND THE CEQA GUIDELINES INCLUDING FINDINGS OF FACT, FINDINGS REGARDING SIGNIFICANT AND UNAVOIDABLE IMPACTS, EVALUATION OF MITIGATION MEASURES AND ALTERNATIVES, THE ADOPTION OF A MITIGATION, MONITORING AND REPORTING PROGRAM AND THE ADOPTION OF A STATEMENT OF OVERRIDING CONSIDERATIONS IN CONNECTION WITH APPROVALS FOR THE INDIA BASIN MIXED-USE PROJECT, AT 700 INNES AVENUE, 900 INNES AVENUE, INDIA BASIN OPEN SPACE, AND INDIA BASIN SHORELINE PARK, THE AREA GENERALLY BOUNDED BY INNES AVENUE ON THE WEST, HUNTERS POINT BLVD. ON THE NORTH, THE SAN FRANCISCO BAY ON THE EAST AND THE EARL STREET RIGHT-OF-WAY ON THE SOUTH, TOTALING ABOUT 38.24 ACRES.

PREAMBLE

The India Basin Mixed-Use Project ("Project") comprises a project site of approximately 38.24-acres along the India Basin shoreline of San Francisco Bay ("Bay"). The combined Project site encompasses publicly and privately owned dry land parcels, including existing unaccepted rights-of-way ("ROW") (including some ROW owned by the Port of San Francisco ["SF Port"]), (collectively, the "Project Site"). The Project consists of a public private partnership between the Recreation and Park Department ("RPD") and BUILD, who are project sponsors for the Project

("Project Sponsors"). The Project is a mixed-use development containing an integrated network of new public parks, wetland habitat, and a mixed-use urban village. As envisioned, the Project would include a significant amount of public open space, shoreline improvements, market-rate and affordable residential uses, commercial use, parking, environmental cleanup and infrastructure development and street improvements.

The RPD would redevelop approximately 8.98 acres of publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open space. The RPD development area comprises the existing 5.6-acre India Basin Shoreline Park, the 1.8-acre 900 Innes/Historic Boatyard site ("900 Innes"), and 1.58 acres of unimproved ROW. This new shoreline park network would provide space for active and passive recreation, picnicking, and water access; extend the Blue Greenway (a portion of the San Francisco Bay Trail ["Bay Trail"]); rehabilitate and celebrate the historic India Basin Scow Schooner Boatyard; and provide pedestrian and bicycle connections to and along the shoreline, fronting the Bay. The RPD development represents approximately 23.5 percent of the project area (RPD developed properties are collectively referred to as the "RPD Properties").

BUILD would redevelop approximately 29.26 acres of privately and publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open space and a mixed-use urban village consisting 1,575 residential units, 209,000 of commercial use, 1,800 off-street parking spaces, and 1,575 bicycle parking spaces.. The BUILD development area comprises 17.12 acres of privately owned parcels (collectively, "700 Innes"), the existing 6.2-acre of RPD property located along the shoreline (the "India Basin Open Space"), and 5.94 acres of partially unimproved and unaccepted ROW. Approximately 14 acres of the BUILD development area would be developed in a series of phases into privately owned buildings as part of a mixed-use urban village. The remainder of the BUILD development, approximately 15.26 acres, would be developed in a series of phases into a mix of improved ROW, significant new public parkland and open space, new public plazas, new private gardens and open space, and restored and enhanced wetland habitat (BUILD developed properties are collectively referred to as the "BUILD Properties").

Two options for the BUILD mixed-use urban village are analyzed in the Draft Environmental Impact Report (hereinafter, the "DEIR"): a residentially-focused version with approximately 1,240 dwelling units, 275,330 square feet of commercial space, 50,000 square feet of institutional space, and 1,800 parking spaces, referred to in the EIR as the "proposed project," and a more commercially intensive variant with approximately 500 dwelling units, 1,000,000 square feet of commercial space, 50,000 square feet of institutional space, and 1,932 parking spaces, referred to in the EIR as the "variant." In both versions (the proposed project and the variant), the urban village would contain a mix of residential, retail, commercial, office, research and development ("R&D"), institutional, flex space, and recreational and art uses. As part of the BUILD development, BUILD would also redesign the existing India Basin Open Space into enhanced wetlands, a boardwalk, a beach and beach deck, and a kayak launch among other features. The BUILD development represents approximately 76.5 percent of the Project area. The RPD component of the Project would remain the same under both the proposed project and the project variant. The Project in its entirety is more particularly described in Attachment A (See Below).

The Project Site is currently zoned Public (P), Small-Scale Neighborhood Commercial (NC-2), Light Industrial (M-1), and Heavy Industrial (M-2). Portions of the project-related RPD and ROW properties are currently zoned M-1, NC-2, M-2, and P, and are within the 40-X and OS height and bulk districts. Those properties located within the future public park network would be rezoned to P; some portions of existing unaccepted ROW would be incorporated into the future mixed-use urban village and would require rezoning into the India Basin Special Use District ("SUD") with specific height, bulk, and use designations appropriate for the proposed development, through amendments to the *San Francisco General Plan* ("General Plan"), San Francisco Planning Code ("Planning Code") text, and the San Francisco Zoning Map ("Zoning Map"). The BUILD Properties would require rezoning into the India Basin SUD with specific height, bulk, and use designations appropriate for the proposed development, through amendments to the General Plan, Planning Code text, and Zoning Map, and incorporation of design standards and guidelines in a proposed India Basin Design Standards and Guidelines document.

The Project Sponsors filed an Environmental Evaluation Application for the Project with the San Francisco Planning Department ("Department") on December 12, 2014.

Pursuant to and in accordance with the requirements of Section 21094 of CEQA and Sections 15063 and 15082 of the CEQA Guidelines, the Department, as lead agency, published and circulated a Notice of Preparation ("NOP") on June 1, 2016, which notice solicited comments regarding the scope of the EIR for the proposed project. The NOP and its 30-day public review comment period were advertised in a newspaper of general circulation in San Francisco and mailed to governmental agencies, organizations and persons interested in the potential impacts of the proposed project. The Department held a public scoping meeting on June 19, 2016, starting at 5 p.m. at the Alex L. Pitcher, Jr. Community Room, 1800 Oakdale Avenue in San Francisco.

During the 30-day public scoping period that ended on July 1, 2016, the Department accepted comments from agencies and interested parties that identified environmental issues that should be addressed in the EIR. Comments received during the scoping process were considered in the preparation of the DEIR

The Department prepared the DEIR, which describes the proposed project and variant and the environmental setting, analyzes potential impacts, identifies mitigation measures for impacts found to be significant or potentially significant, and evaluates alternatives to the proposed project and variant. The DEIR assesses the potential construction and operational impacts of the proposed project and variant on the environment, and the potential cumulative impacts associated with the proposed project and variant in combination with other past, present, and future actions with potential for impacts on the same resources. The analysis of potential environmental impacts in the DEIR utilizes significance criteria that are based on the San Francisco Planning Department Environmental Planning Division guidance regarding the environmental effects to be considered significant. The Environmental Planning Division's guidance is, in turn, based on CEQA Guidelines Appendix G, with some modifications.

The Department published a DEIR for the project on September 13, 2017, and circulated the DEIR to local, state, and federal agencies and to interested organizations and individuals for public review. On September 13, 2017, the Department also distributed notices of availability of the DEIR; published notification of its availability in a newspaper of general circulation in San Francisco; posted the notice of availability at the San Francisco County Clerk's office; and posted notices at locations within the Project area. The Planning Commission ("Commission") held a public hearing on October 19, 2017, to solicit testimony on the DEIR during the public review period. A court reporter, present at the public hearing, transcribed the oral comments verbatim, and prepared written transcripts. The Department also received written comments on the DEIR, which were sent through mail, fax, hand delivery, or email. The Department accepted public comment on the DEIR until October 30, 2017.

The San Francisco Planning Department then prepared the Comments and Responses to Comments on DEIR document ("RTC"). The RTC document was published on July 11, 2018, and includes copies of all of the comments received on the DEIR and written responses to each comment.

During the period between publication of the DEIR and the RTC document, the Project Sponsors initiated revisions to the proposed project that increase the number of residential units and reduce the commercial square footage within the 700 Innes property. The revised proposed project would add 335 residential units to the 1,240 residential units analyzed in the DEIR, increasing the total number of proposed residential units to 1,575 units. The increase in residential square footage would replace 66,224 gross square feet (gsf) of commercial use, as well as the 50,000-gsf proposed school. In addition to these use changes, 150,000 gsf would be added to the residential square footage through interior changes within the building envelopes previously analyzed in the DEIR (e.g., smaller units and common areas, lower floor-to-floor heights, improved interior building efficiencies). This change in the development program would fit within the previously analyzed building envelopes, and there would be no changes to the height, width, or length of any buildings. As a result, the revised proposed project would include a total of 3,462,550 gsf, an increase of 150,000 gsf over the proposed project (3,312,550 gsf) analyzed in the DEIR. Changes were made only to the proposed project and not the variant, which would remain the same as described in the DEIR. The revised proposed project was fully studied in the DEIR and RTC document. The "Project" as analyzed under the FEIR and these CEQA Findings includes the proposed project, the revised proposed project and the variant.

In addition to describing and analyzing the physical and environmental impacts of the revisions to the Project, the RTC document provided additional, updated information, clarification and modifications on issues raised by commenters, as well as Planning Department staff-initiated text changes to the DEIR. The Final EIR (FEIR), which includes the DEIR, the RTC document, the Appendices to the DEIR and RTC document, and all of the supporting information, has been reviewed and considered. The RTC documents and appendices and all supporting information do not add significant new information to the DEIR that would individually or collectively constitute significant new information within the meaning of Public Resources Code Section 21092.1 or CEQA Guidelines Section 15088.5 so as to require recirculation of the FEIR (or any portion thereof) under CEQA. The RTC documents and appendices and all supporting information contain no information revealing (1) any new significant environmental impact that

would result from the Project or from a new mitigation measure proposed to be implemented, (2) any substantial increase in the severity of a previously identified environmental impact, (3) any feasible project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project, but that was rejected by the Project sponsor, or (4) that the DEIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

The Commission reviewed and considered the FEIR for the Project and found the contents of said report and the procedures through which the FEIR was prepared, publicized and reviewed complied with the California Environmental Quality Act (Public Resources Code section 21000 et seq.), the CEQA Guidelines (14 Cal. Code Reg. section 15000 et seq.), and Chapter 31 of the San Francisco Administrative Code.

The Commission found the FEIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Planning Commission, and that the summary of comments and responses contained no significant revisions to the DEIR, and certified the FEIR for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31 by its Motion No. 20247.

The Commission, in certifying the FEIR, found that the Project and/or the variant described in the FEIR will have the following significant and unavoidable environmental impacts:

- Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5, including those resources listed in Article 10 or Article 11 of the San Francisco Planning Code.
- Combine with past, present, and reasonably foreseeable future projects in the vicinity of the project site, to substantially contribute to significant cumulative impacts related to cultural resources.
- Combine with past, present, and reasonably foreseeable future projects in the vicinity of the project site, to substantially contribute to significant cumulative impacts related to transportation and circulation for transit delay.
- Noise from surface transportation sources associated with operation of the Project would result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project.
- Combine with past, present, and reasonably foreseeable future projects in the vicinity of the project site, to substantially contribute to significant cumulative impacts related to noise.
- Generate emissions of criteria pollutants and precursors during construction, operations, and overlapping construction and operational activities that could violate an air quality standard, contribute substantially to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria pollutants.
- Generate emissions that could expose sensitive receptors to substantial pollutant concentrations.
- Combine with past, present, and reasonably foreseeable future development in the project area, to contribute to significant cumulative regional air quality impacts.

- Combine with past, present, and reasonably foreseeable future development in the project area, to contribute to significant cumulative health risk impacts on sensitive receptors.
- Alter wind in a manner that substantially affects public areas or outdoor recreation facilities.

The Commission Secretary is the custodian of records for the Planning Department materials, located in the File for Case No. 2014-002541ENVDVAGPAMAPPCASHD, at 1650 Mission Street, Fourth Floor, San Francisco, California.

On July 26, 2018, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on Case No. 2014-002541ENVDVAGPAMAPPCASHD to consider the approval of the Project. The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the Project, the Planning Department staff, expert consultants and other interested parties.

The Commission has reviewed the entire record of this proceeding, the Environmental Findings, attached to this Motion as Attachment A and incorporated fully by this reference, regarding the alternatives, mitigation measures, environmental impacts analyzed in the FEIR and overriding considerations for approving the Project, and the proposed Mitigation Monitoring and Reporting Program ("MMRP") attached as Attachment B and incorporated fully by this reference, which material was made available to the public.

MOVED, that the Commission hereby adopts these findings under the California Environmental Quality Act, including rejecting alternatives as infeasible and adopting a Statement of Overriding Considerations, as further set forth in Attachment A hereto, and adopts the MMRP attached as Attachment B, based on substantial evidence in the entire record of this proceeding.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting of July 26, 2018.

Jonas P. Ionin
Commission Secretary

AYES: Melgar, Fong, Johnson, Koppel, Richards

NAYS: None

ABSENT: Hillis, Moore

ADOPTED: July 26, 2018

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ATTACHMENT A

California Environmental Quality Act Findings

PREAMBLE

In determining to approve the project described in Section I, below, the ("Project"), the San Francisco Planning Commission (the "Commission") makes and adopts the following findings of fact and decisions regarding the Project description and objectives, significant impacts, significant and unavoidable impacts, mitigation measures and alternatives, and a statement of overriding considerations, based on substantial evidence in the whole record of this proceeding and pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq. ("CEQA"), particularly Section 21081 and 21081.5, the Guidelines for Implementation of CEQA, 14 California Code of Regulations Section 15000 et seq. ("CEQA Guidelines"), Section 15091 through 15093, and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission adopts these findings in conjunction with the Approval Actions described in Section I(c), below, as required by CEQA, separate and apart from the Commission's certification of the Project's Final Environmental Impact Report, which the Commission certified prior to adopting these CEQA findings.

These findings are organized as follows:

Section I provides a description of the Project, Project objectives, the environmental review process for the Project, the City and County of San Francisco ("City") approval actions to be taken, and the location and custodian of the record.

Section II identifies the Project's less-than-significant impacts that do not require mitigation.

Section III identifies potentially significant impacts that can be avoided or reduced to less-than-significant levels through mitigation and describes the disposition of the mitigation measures.

Section IV identifies significant impacts that would not be eliminated or reduced to a less-than-significant level and describes any applicable mitigation measures as well as the disposition of the mitigation measures.

Sections III and IV set forth findings as to the mitigation measures identified in the Final Environmental Impact Report. (The Draft Environmental Impact Report ["DEIR"] and the Comments and Responses document ["RTC document"] together comprise the Final Environmental Impact Report ["FEIR"]). Attachment B to the Planning Commission Motion contains the Mitigation Monitoring and Reporting Program ("MMRP"), which provides a table setting forth each mitigation measure listed in the FEIR that is required to reduce a significant adverse impact and is deemed feasible, identifies the parties responsible for carrying out the measure and reporting on its progress, and presents a schedule for implementation of each measure listed.

Section V evaluates the alternatives to the Project that were analyzed in the Environmental Impact Report ("EIR") and the economic, legal, social, technological and other considerations that support the approval of the Project and discusses the reasons for the rejection of the Project Alternatives, or elements thereof.

Section VI sets forth the Planning Commission's Statement of Overriding Considerations pursuant to CEQA Guidelines Section 15093.

The MMRP for the mitigation measures that have been proposed for adoption is attached with these findings as **Attachment B** to this Motion. The MMRP is required by CEQA Section 21081.6 and CEQA Guidelines Section 15091 and 15097. Attachment B provides a table setting forth each mitigation measure identified in the FEIR that would reduce a significant adverse impact and has been adopted as a condition of approval of the Project. Attachment B also specifies the agency responsible for implementation of each measure and establishes monitoring actions and a monitoring schedule. The full text of the mitigation measures adopted as conditions of approval is set forth in Attachment B.

These findings are based upon substantial evidence in the entire record before the Commission. The references set forth in these findings to certain pages or sections of the DEIR or the RTC document are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

I. PROJECT DESCRIPTION AND PROCEDURAL BACKGROUND

A. Project Description

The Project is a mixed use development project which consists of a public-private partnership between the City and County of San Francisco Recreation and Parks Department ("RPD") and BUILD, Project Sponsors. The combined Project site encompasses publicly and privately owned dry land parcels, including existing unaccepted rights-of-way ("ROW") (including some ROW owned by the Port of San Francisco ["SF Port"]), along the India Basin shoreline of San Francisco Bay ("Bay"), totaling approximately 38.24 acres (collectively, the "Project Site"). As envisioned, the combined Project would include an integrated network of new public parks, shoreline improvements, wetland habitat, market-rate and affordable residential uses, commercial use, parking, environmental cleanup and infrastructure development and street improvements. The larger India Basin neighborhood surrounding the Project Site includes the site of the future Northside Park to the east (part of the Hunters Point Shipyard development); the former Hunters Point Power Plant site to the northwest (owned by PG&E); and Heron's Head Park to the north (owned by the City). These properties are outside the Project Site and not included in the combined Project. The combined Project includes an RPD component and a BUILD component, as set forth below.

The Project Site is currently zoned Public (P), Small-Scale Neighborhood Commercial (NC-2), Light Industrial (M-1), and Heavy Industrial (M-2). Portions of the project-related RPD and ROW properties are currently zoned M-1, NC-2, M-2, and P, and are within the 40-X and OS height and bulk districts. Those properties located within the future public park network would be rezoned to P; some portions of existing unaccepted ROW would be incorporated into the

future mixed-use urban village and would require rezoning into the India Basin Special Use District ("SUD") with specific height, bulk, and use designations appropriate for the proposed development, through amendments to the *San Francisco General Plan* ("General Plan"), San Francisco Planning Code ("Planning Code") text, and the San Francisco Zoning Map ("Zoning Map"). The BUILD properties would require rezoning into the India Basin SUD with specific height, bulk, and use designations appropriate for the proposed development, through amendments to the General Plan, Planning Code text, and the Zoning Map, and incorporation of design standards and guidelines in a proposed India Basin Design Standards and Guidelines document.

1. RPD Development

RPD would redevelop approximately 8.98 acres of publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open space, as set forth below. The RPD development area comprises the existing 5.6-acre India Basin Shoreline Park, the 1.8-acre 900 Innes/Historic Boatyard site ("900 Innes"), and 1.58 acres of unimproved ROW. This new shoreline park network would provide space for active and passive recreation, picnicking, and water access; extend the Blue Greenway (a portion of the San Francisco Bay Trail ["Bay Trail"]); rehabilitate and celebrate the historic India Basin Scow Schooner Boatyard; and provide pedestrian and bicycle connections to and along the shoreline, fronting the Bay. The RPD development represents approximately 23.5 percent of the project area (RPD developed properties are collectively referred to as the "RPD Properties").

a. India Basin Shoreline Park Property

The existing structures and landscaping on the India Basin Shoreline Park property would be demolished and the 5.6-acre India Basin Shoreline Park property would be redesigned to serve the surrounding community and enhance citywide program offerings, and would include approximately 1,500 gross square feet ("gsf") of park-serving commercial uses (including a kayak concession area and office) and 915 gsf of institutional uses, including a covered outdoor space and restroom, a minimum of 25 off-street parking spaces. The Blue Greenway/Bay Trail and a Class 1 bikeway would continue through this park. Pedestrian, bicycle, and vehicular access to the shoreline would be enhanced.

Most of the current shoreline, composed of riprap and vegetated berm, would be removed and replaced or restored as a 0.64-acre improved tidal marsh wetland, while retaining visible remains of the *Bay City* ship hull. In addition to retaining the visible *Bay City* resources, the project would include an interpretive exhibit explaining the history of the India Basin Scow Schooner Boatyard, including the remains of the *Bay City*, the *Caroline*, and the shipbuilding industry. Redevelopment of the India Basin Shoreline Park would also include improvement or relocation of wetlands, permanent or temporary placement of fill in the Bay, and removal or installation of piles in the Bay. Grading activities during redevelopment would be subject to the provisions of the Maher Ordinance program (Article 22A of the San Francisco Health Code), administered by the San Francisco Department of Public Health ("DPH").

b. 900 Innes Property

The 900 Innes property would be developed as a waterfront park providing a connection between India Basin Shoreline Park and the India Basin Open Space. This park also would provide a connection for the Blue Greenway/Bay Trail, the Class 1 bikeway, and pedestrian and bicycle access to the shoreline.

Before the start of redevelopment at 900 Innes, the property would undergo an environmental cleanup to remediate residual contaminants that are present as a result of historical industrial uses, under the regulatory oversight of the San Francisco Bay Regional Water Quality Control Board ("RWQCB") under the agency's voluntary cleanup program. Following site remediation, RPD would undertake site redevelopment. The historic Shipwright's Cottage would be retained and restored in accordance with the Secretary of the Interior's Standards for Rehabilitation. Other structures on 900 Innes, including the former Boatyard Office building, Tool Shed and Water Tank building may be retained, demolished, moved and/or replaced depending on final project design. The extent of the character-defining features to be retained or replaced in-kind in the Boatyard Office building and/or Tool Shed and Water Tank building will depend upon additional condition assessments of the buildings, public safety concerns, Americans with Disabilities Act ("ADA") accessibility, seismic requirements, visibility and sight lines in relation to park design, and RPD programming needs and project goals. The project would include an interpretive exhibit explaining the history of the India Basin Scow Schooner Boatyard; the interpretive exhibit would be developed and installed in India Basin Shoreline Park and the 900 Innes Property. The paint shop, a nonhistoric structure, would be removed and replaced with an open-sided structure that would interpret the building shape and form and reference the outline of the building footprint, reusing original material where feasible. The other two nonhistoric existing structures on the 900 Innes property would be demolished. A 0.2 acre tidal marsh would be created and approximately 12 creosote-treated piles, which are part of the historical water fence post located in the Bay adjacent to this property, would be removed. However, an attempt would be made to replace these piles in place, if possible. In addition, two dilapidated piers and 20 other creosote treated piles would be removed and replaced with new piers. Treated wood piles were historically used to support piers. If possible, depending on other considerations, the original wood portions of the west marine way tracks would be replaced because they are contaminated. The original metal portion of the west marine way tracks would be remediated and left in place.

Approximately 2,750 gsf of park serving commercial uses would be developed on the 900 Innes property and would range up to 20.5 feet in height. On the 900 Innes property, approximately 1,700 gsf of institutional uses at the welcome center and public exhibition space would be created inside the renovated Shipwright's Cottage; 1,830 square feet in the "shop building" would be created on the footprint of the former paint shop and compressor house; a 1,500 square foot maintenance building would be created northwest of the bike path; and an up to 300 square foot structure may be retained and/or created on the location of the former Boatyard Office Building (DEIR Figure 2-4a). In addition, a shade structure of up to 940 square feet may be created on the footprint of the former Tool Shed and Water Tank building.

2. BUILD Development

BUILD would redevelop approximately 29.26 acres of privately and publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open

space and a mixed-use urban village. The BUILD development area comprises 17.12 acres of privately owned parcels (collectively, "700 Innes"), the existing 6.2-acre of RPD property located along the shoreline (the "India Basin Open Space"), and 5.94 acres of partially unimproved and unaccepted ROW. Approximately 14 acres of the BUILD development area would be developed in a series of phases into privately owned buildings as part of a mixed-use urban village. The remainder of the BUILD development, approximately 15.26 acres, would be developed in a series of phases into a mix of improved ROW, significant new public parkland and open space, new public plazas, new private gardens and open space, and restored and enhanced wetland habitat (BUILD developed properties are collectively referred to as the "BUILD Properties").

a. 700 Innes Property

Two options for the BUILD mixed-use urban village are analyzed in the DEIR: a residentially-focused version with approximately 1,240 dwelling units, 275,330 square feet of commercial space, 50,000 square feet of institutional space, and 1,800 parking spaces, referred to in the EIR as the "proposed project," and a more commercially intensive variant with approximately 500 dwelling units, 1,000,000 square feet of commercial space, 50,000 square feet of institutional space, and 1,932 parking spaces referred to in the EIR as the "variant." In both versions (the proposed project and the variant), the urban village would contain a mix of residential, retail, commercial, office, research and development ("R&D"), institutional, flex space, and recreational and art uses. Under both versions, buildings would range in height from one to 14 stories (20 to 160 feet tall). Both the proposed project and the variant would develop an approximately 5.47-acre, publicly owned park, referred to as the "Big Green" and an approximately 0.43-acre hardscape public area called the "Cove Terrace," adjacent to, and integrated with, the existing India Basin Open Space property (DEIR Figures 2-4b and 2-4c). The Big Green would provide pedestrian and bicycle pathways, sculpted grasslands, stormwater bio-retention ponds, swales, planters, a wet meadow, park benches and pavilions, and groves of trees. It would also include some children's play areas, a fitness loop, and some small gathering spaces. The BUILD development represents approximately 76.5 percent of the project area. The RPD component of the project would remain the same under both the proposed project and the project variant. The Project would include a network of new pedestrian pathways and bicycle lanes to enable a continuous Blue Greenway/Bay Trail as well as improvements to the existing public ROWs within the Project Site.

During the period between publication of the DEIR and the RTC document, the Project Sponsors, RPD and BUILD, initiated revisions to the proposed project that increase the number of residential units and reduce the commercial square footage within the 700 Innes property. The changed proposed project is referred to throughout the RTC document and these CEQA Findings as the "revised proposed project." The revised proposed project would add 335 residential units to the 1,240 residential units analyzed in the DEIR, increasing the total number of proposed residential units to 1,575 units. The increase in residential square footage would replace 66,224 gross square feet (gsf) of commercial use, as well as the 50,000-gsf proposed school. In addition to these use changes, 150,000 gsf would be added to the residential square footage through interior changes within the building envelopes previously analyzed in the DEIR (e.g., smaller units and common areas, lower floor-to-floor heights, improved interior building efficiencies). This change in the development program would fit within the previously analyzed building

envelopes, and there would be no changes to the height, width, or length of any buildings. As a result, the revised proposed project would include a total of 3,462,550 gsf, an increase of 150,000 gsf over the proposed project (3,312,550 gsf) analyzed in the DEIR. Changes were made only to the proposed project and not the variant, which would remain the same as described in the DEIR. The revised proposed project was fully studied in the DEIR and RTC document. As described in RTC Chapter 2, because revisions to the proposed project would not apply to the variant analyzed in the DEIR, the environmental analysis is limited to a comparison of the revised proposed project to the proposed project analyzed in the DEIR. In addition, the revised proposed project would be relevant only to the 700 Innes property and would not alter the DEIR analysis for the India Basin Shoreline Park, 900 Innes, and India Basin Open Space properties. Therefore, the environmental analysis is limited to a comparison of the project-level and cumulative impacts of the revised proposed project at the 700 Innes property to the project-level and cumulative impacts of the proposed project at the 700 Innes property. As discussed in RTC Chapter 2, the current revisions and clarifications to the proposed project would not result in any new significant impacts that were not already identified in the DEIR, nor would these changes substantially increase the severity of any impacts identified in the DEIR. The same mitigation measures identified in the DEIR for the proposed project would continue to be required to reduce or avoid the significant environmental impacts of the revised proposed project. No new or modified measures would be required to mitigate the significant impacts identified for the proposed project in the DEIR. In addition, because no changes to the cumulative projects are proposed and the project-level impacts of the revised proposed project have been determined to be similar to the project-level impacts of the proposed project, cumulative impacts of the revised proposed project would be similar to cumulative impacts of the proposed project for all topics analyzed in the DEIR. Therefore, the analysis included in these CEQA Findings with regard to the proposed project shall also apply to the revised proposed project, unless otherwise noted. The "Project" as analyzed in the FEIR and these CEQA findings includes the revised proposed project and the variant.

Under the Project, the existing five buildings and structures on the 700 Innes Property would be demolished or relocated. More specifically, the four buildings at 838-840 Innes Avenue and 888 Innes Avenue would be demolished while the historic building at 702 Earl Street, currently used as a residence, would be rehabilitated and relocated to the northern portion of the 700 Innes property, closer to the shoreline. At the northwest corner of the property, BUILD would remove an existing pier and eight associated creosote-treated piles. Also on this property, a 0.1-acre tidal marshland would be created. Grading and site preparation activities at the northwest corner of the property, which is located adjacent to the Bay, would involve a net increase of 70 cubic yards of fill. Grading activities during redevelopment on areas above the mean high water ("MHW") line would be subject to provisions of the City's Maher Ordinance Program, administered by DPH. Approximately 0.31 acre of seasonal wetlands would be relocated from the 700 Innes property to the India Basin Open Space property as part of a larger 0.48-acre seasonal wetland.

b. India Basin Open Space Property

Under the Project, the 6.2-acre India Basin Open Space property, which currently consists of benches, upland habitat, tidal salt marsh, mudflats, sand dunes, and native vegetation, would remain in a natural state with some enhancements for public access, recreation, and ecological function. In addition, a minimum 0.3-acre tidal marsh would be restored as improved tidal

marsh wetland. A minimum 0.48-acre freshwater seasonal wetland would also be created and a drainage outfall that currently extends into the Bay would be removed. The seasonal freshwater wetland is being designed in anticipation of sea level rise to provide future habitat migration opportunities for the lower brackish saltwater wetlands. Grading activities at the India Basin would be subject to the provisions of the City's Maher Ordinance program, administered by DPH. Under the Project, approximately 2,000 gsf of commercial uses would be built adjacent to the India Basin Open Space property on the 700 Innes site. This structure is designed to be integrated with the improved India Basin Open Space property to serve the publicly accessible beach and open space.

B. Project Objectives

The FEIR discusses several project objectives identified by the Project Sponsors.

1. Objectives for RPD Development:

Neighborhood & Community

- Create a neighborhood center that stimulates meaningful and inclusive local, citywide, and regional community engagement.
- Develop a seamless park user experience along India Basin that ensures a high level of waterfront and recreation access for neighborhood users, and create a significant amenity on the Bayview/Hunters Point recreation loop/waterfront.
- Construct more open space to address the population growth in a high-need and emerging neighborhood, and improve recreational amenities to existing residents.
- Create an opportunity for the City to address issues of social and environmental justice, equity, and inclusion in parks and open space for the India Basin and greater Bayview Hunters Point communities.
- Stimulate local hiring through job training for construction activities, park-related concession opportunities, and recreation leadership positions.
- Create a safe environment for park users that includes increased visibility of park spaces, including direct sightlines from bordering streets to the water.

Environment & Sustainability

- Prioritize environmental cleanup to promote public health, safety, and welfare.
- Design a landscape that will be adaptive and resilient alongside anticipated sea level rise.
- Conserve and strengthen natural resources, and increase biodiversity and interconnectivity on City parkland, through the expansion of shoreline wetlands and redevelopment of natural upland landscaping.

- Provide on-site stormwater treatment infrastructure to promote improved Bay water quality.

History & Culture

- Preserve and celebrate historic and cultural resources, including the restoration of the historic Shipwright's cottage and revitalization and interpretation of the historic boatyard cultural landscape at 900 Innes and the ship hulls at India Basin Shoreline Park.

- Create a welcome center featuring the site's shipbuilding heritage and surrounding neighborhood/community history, complemented by a food and beverage concession to serve as a community gathering space and to promote local hiring.

- Create an entry experience from Innes Avenue that highlights the features of both the cultural and natural landscape, maintains sightlines to the waterfront, and contributes to a seamless park user experience and sense of place as a neighborhood center.

Recreation & Education

- Create a center for waterfront programming with a variety of active and passive recreational opportunities, and strengthen the quality of existing parks and facilities.

- Expand public access to the Bay and accelerate the development of the Blue Greenway/Bay Trail, by connecting the India Basin Open Space, 900 Innes, and India Basin Shoreline Park with all seven properties along the India Basin cove.

- Provide active recreational programming such as a human-powered boating center, basketball courts, skateboard ramps, bike paths, children's playground, and public beach access.

- Provide passive recreational programming such as bird-watching, barbeque and picnic areas, landscaped/natural hiking paths, and a great lawn.

- Construct an educational/"makers" building (the "Shop"), intended to provide recreational arts and shop programming focused on the historic shipbuilding industry.

- Design park spaces that are safe and inviting and that follow departmental best practices for successful maintenance.

Transportation & Infrastructure

- Provide Class 1 bicycle lane infrastructure to enhance community transportation alternatives.

- Create publicly accessible Griffith Street site access, linking the neighboring community and new retail to the sites south of 900 Innes.

- Construct enhanced/signalized crosswalks to park entrances for easier and safer pedestrian access.

- Create ADA–accessible pathways providing waterfront access and safe interactions with highly trafficked routes such as the Class 1 bicycle path.

2. Objectives for BUILD Development

- Revitalize a prime but underutilized southeastern waterfront site with a range of uses designed to increase housing at a range of affordability levels and provide increased business and employment opportunities.

- Construct high-quality housing with sufficient density to contribute to active uses on the project site while offering a mix of unit types, sizes, and affordability to accommodate a range of potential residents.

- Provide sufficient mixed-use development capacity (in terms of gross floor area and residential unit count) with a range of flexible uses that can respond to market demands and attract the private capital necessary to build out the proposed project in a timely fashion and financially support an array of public benefits, including public open space, a permanent maintenance and operations tax district, community job training and small business development opportunities, public transportation improvements and affordable housing.

- Pursue a balanced mix of residential, retail, and office space, as well as R&D space, to support a daytime population adequate to create a viable and vibrant small-scale neighborhood retail district.

- Preserve the shoreline areas of the project site for public parks and public open space use.

- Incorporate environmental sustainability concepts and practices into the project, including stormwater treatment swales and bioretention areas, improved and new wetlands, green building design, and construction practices.

C. Project Approvals

The Project would require approvals from several authorities, including those listed below:

1. City and County of San Francisco

San Francisco Planning Commission

- Certify the FEIR.

- Recommend to the Board of Supervisors approval of amendments to the General Plan, Planning Code text, and the Zoning Map to create a SUD, including design review procedures.

- Recommend to the Board of Supervisors approval of a Development Agreement with BUILD.

- Make General Plan consistency findings, including priority policy findings under Planning Code Section 101.1, for all project approvals requiring consistency findings under Charter Section 4.105 and Administrative Code Section 2A.53.

- Determine that shadows from buildings exceeding 40 feet in height will have no adverse effect on parks subject to Section 295 of the Planning Code. Such determination would occur after RPD's general manager in consultation with the Recreation and Parks Commission has commented on the Project.

- Determine Proposition M office allocation.

- General Plan referral to the Board of Supervisors for a Major Encroachment Permit.

Historic Preservation Commission

- Hold a public hearing on the DEIR regarding impacts on historic resources and approve a certificate of appropriateness for alterations proposed to landmark structures.

San Francisco Recreation and Park Commission

- Approve 900 Innes Avenue and India Basin Shoreline Park improvements and shoreline modifications (the conceptual design).

- Approve India Basin Open Space improvements and shoreline modifications.

- Consult with RPD's general manager on the effect of the Project on shadow on parks subject to Section 295 of the Planning Code.

- Accept the transfer of any new properties to RPD jurisdiction or management, including a memorandum of understanding with SF Port governing use and control of the proposed Big Green and other property under SF Port jurisdiction to be managed by RPD.

- Approve the Trust Exchange Agreement with the California State Lands Commission ("CSLC") that would remove the public trust from portions of the 700 Innes property and transfer other portions to the City, in trust (under SF Port jurisdiction), to be used for open space.

- Approve a memorandum of understanding between the SF Port and RPD for the use and control of all open space at 700 Innes and India Basin Open Space that is currently under SF Port jurisdiction or transferred to the SF Port in trust after the trust exchange.

- Approve easements and/or acquisition of rights for in-water improvements over private in-water parcels.

- Consent to the Development Agreement.

San Francisco Public Works ("SFPW")

- Recommend to the Board of Supervisors approval of street vacations, dedications, and realignments; sidewalk widenings; and improvements in public ROWs.
- Approve tentative subdivision maps, including condominium map applications and any major or minor encroachment permits.
- Consent to the Development Agreement.

San Francisco Department of Building Inspection ("DBI")

- Issue demolition, grading, and site construction permits.

San Francisco Municipal Transportation Agency ("SFMTA")

- Approve new bicycle paths and all roadway changes affecting vehicles, transit, bicycles, and pedestrians.
- Consent to the Development Agreement.

San Francisco Public Utilities Commission ("SFPUC")

- Approve water, sewer, stormwater, and street light infrastructure.
- Consent to the Development Agreement.

San Francisco Department of Public Health ("DPH")

- Approve site remediation plans under Health Code Article 22A.
- If the Alternate Water Source System/Non-Potable Water System is implemented, approve an application for it under Health Code Article 12C.

San Francisco Port Commission

- Approve the Trust Exchange Agreement affecting property under SF Port jurisdiction.
- Consent to the Development Agreement.
- Approve a memorandum of understanding with RPD governing use and control of the Big Green and other property under SF Port jurisdiction to be managed by RPD.

San Francisco Board of Supervisors

- Approve amendments to the General Plan, Planning Code, and Zoning Map.
- Authorize street vacations, dedications, major street encroachments, realignments, and sidewalk widenings.

- Approve easements and/or acquisition of rights for in-water improvements over private in-water parcels.
- Approve a Development Agreement with BUILD.
- Approve the Trust Exchange Agreement with CSLC.

2. State and Federal Agencies

San Francisco Bay Conservation and Development Commission ("BCDC")

- Issue a major permit to authorize construction within the 100-foot shoreline band.
- Approve an amendment to the San Francisco Bay Plan and the San Francisco Waterfront Special Area Plan.

San Francisco Bay Regional Water Quality Control Board ("RWQCB")

- Approve Clean Water Act ("CWA") Section 401 water quality certification.
- Approve RPD's site remediation plan for areas within San Francisco Bay RWQCB jurisdiction.
- Approve amendments to the City's MS4 discharge permit to authorize the release of treated stormwater to the Bay.

Bay Area Air Quality Management District ("BAAQMD")

- Issue permits for installation and operation of emergency generators.

California State Lands Commission ("CSLC")

- Approve the Trust Exchange Agreement with the City.

California State Historic Preservation Office

- Provide Section 106 consultation for potential effects of project implementation on cultural resources in the Bay.

California Department of Fish and Wildlife

- Approve permit under the California Endangered Species Act (if applicable).

U.S. Army Corps of Engineers ("USACE")

- Approve permits under CWA Section 404 and Section 10 of the Rivers and Harbors Act of 1899 for improvements or relocation of wetlands and permanent or temporary placement of fill in the Bay.

U.S. Environmental Protection Agency ("EPA")

- If remediation work is completed using EPA grant funding, then ensure compliance with additional applicable federal laws and regulations governing remediation contracts, such as the Small Business Liability Relief and Brownfields Revitalization Act and the Davis-Bacon Act.

U.S. Fish and Wildlife Service/National Marine Fisheries Service

- Provide Section 7 consultation for potential effects of shoreline modifications on endangered species (Section 7 consultation is triggered by the Section 404/Section 10 permit).

D. Environmental Review

The Project Sponsors filed an Environmental Evaluation Application for the Project with the San Francisco Planning Department ("Department") on December 12, 2014.

Pursuant to and in accordance with the requirements of Section 21094 of CEQA and Sections 15063 and 15082 of the CEQA Guidelines, the Department, as lead agency, published and circulated a Notice of Preparation ("NOP") on June 1, 2016, which notice solicited comments regarding the scope of the EIR for the proposed project. The NOP and its 30-day public review comment period were advertised in a newspaper of general circulation in San Francisco and mailed to governmental agencies, organizations and persons interested in the potential impacts of the proposed project. The Department held a public scoping meeting on June 19, 2016, starting at 5 p.m. at the Alex L. Pitcher, Jr. Community Room, 1800 Oakdale Avenue in San Francisco.

During the 30-day public scoping period that ended on July 1, 2016, the Department accepted comments from agencies and interested parties that identified environmental issues that should be addressed in the EIR. Comments received during the scoping process were considered in preparation of the DEIR.

The Department prepared the DEIR, which describes the proposed project and the environmental setting, analyzes potential impacts, identifies mitigation measures for impacts found to be significant or potentially significant, and evaluates alternatives to the proposed project. The DEIR assesses the potential construction and operational impacts of the proposed project on the environment, and the potential cumulative impacts associated with the proposed project in combination with other past, present, and future actions with potential for impacts on the same resources. The analysis of potential environmental impacts in the DEIR utilizes significance criteria that are based on the San Francisco Planning Department Environmental Planning Division guidance regarding the environmental effects to be considered significant. The Environmental Planning Division's guidance is, in turn, based on CEQA Guidelines Appendix G, with some modifications.

The Department published a DEIR for the project on September 13, 2017, and circulated the DEIR to local, state, and federal agencies and to interested organizations and individuals for public review. On September 13, 2017, the Department also distributed notices of availability of

the DEIR; published notification of its availability in a newspaper of general circulation in San Francisco; posted the notice of availability at the San Francisco County Clerk's office; and posted notices at locations within the project area. The Planning Commission held a public hearing on October 19, 2017, to solicit testimony on the DEIR during the public review period. A court reporter, present at the public hearing, transcribed the oral comments verbatim, and prepared written transcripts. The Department also received written comments on the DEIR, which were sent through mail, fax, hand delivery, or email. The Department accepted public comment on the DEIR until October 30, 2017.

The Department prepared responses to comments on environmental issues received during the 55 day public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected clerical errors in the DEIR. The Planning Commission recognizes that minor changes have been made to the Project and additional evidence has been developed after publication of the DEIR. Specifically, during the period between publication of the DEIR and the RTC document, the Project Sponsors initiated revisions to the proposed project that increase the number of residential units and reduce the commercial square footage within the 700 Innes property. The changed proposed project is referred to in the FEIR as the "revised proposed project." The revised proposed project would add 335 residential units to the 1,240 residential units analyzed in the DEIR, increasing the total number of proposed residential units to 1,575 units. The increase in residential square footage would replace 66,224 gross square feet (gsf) of commercial use, as well as the 50,000-gsf proposed school. In addition to these use changes, 150,000 gsf would be added to the residential square footage through interior changes within the building envelopes previously analyzed in the DEIR (e.g., smaller units and common areas, lower floor-to-floor heights, improved interior building efficiencies). This change in the development program would fit within the previously analyzed building envelopes, and there would be no changes to the height, width, or length of any buildings. As a result, the revised proposed project would include a total of 3,462,550 gsf, an increase of 150,000 gsf over the proposed project (3,312,550 gsf) analyzed in the DEIR. Changes were made only to the proposed project and not the variant, which would remain the same as described in the DEIR. The revised proposed project was fully studied in the DEIR and RTC document (see Chapter 2, "Project Description Revisions and Clarifications, and the Revised Proposed Project," in the RTC document).

This material was presented in the RTC document, published on July 11, 2018, distributed to the Commission and all parties who commented on the DEIR, and made available to others upon request at the Department.

The Department prepared the RTC. The RTC document was published on July 11, 2018, and includes copies of all of the comments received on the DEIR and written responses to each comment.

A Final Environmental Impact Report (hereinafter "FEIR") has been prepared by the Department, consisting of the DEIR, any consultations and comments received during the review process, any additional information that became available, and the RTC document all as required by law. The initial study ("IS") is incorporated by reference thereto. As described in the FEIR,

the refinements discussed above would result in either no changes to the impact conclusions or a reduction in the severity of the impact presented in the DEIR.

Under section 15088.5 of the CEQA Guidelines, recirculation of an EIR is required when "significant new information" is added to the EIR after public notice is given of the availability of the DEIR for public review but prior to certification of the FEIR. The term "information" can include changes in the project or environmental setting, as well as additional data or other information. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. "Significant new information" requiring recirculation includes, for example, a disclosure showing that:

(1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.

(2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

(3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.

(4) The DEIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

(CEQA Guidelines, § 15088.5, subd. (a).)

Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.

Here, the FEIR includes supplemental data and information that was developed after publication of the DEIR to further support the information presented in the DEIR. None of this supplemental information affects the conclusions or results in substantive changes to the information presented in the DEIR, or to the significance of impacts as disclosed in the DEIR. Nor does it add any new mitigation measures or alternatives that the project sponsor declined to implement. The Commission finds that none of the changes and revisions in the FEIR substantially affects the analysis or conclusions presented in the DEIR; therefore, recirculation of the DEIR for additional public comments is not required.

Project EIR files have been made available for review by the Commission and the public. These files are available for public review at the Department at 1650 Mission Street, Suite 400, and are part of the record before the Commission.

On July 26, 2018, the Commission reviewed and considered the FEIR and found that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code. The FEIR was certified by the Commission on July 26, 2018, by adoption of its Motion No. 20247.

E. Content and Location of Record

The record upon which all findings and determinations related to the adoption of the Project are based include the following:

- The FEIR, and all documents referenced in or relied upon by the FEIR, including the IS;
- All information (including written evidence and testimony) provided by City staff to the Commission relating to the FEIR, the proposed approvals and entitlements, the Project, and the alternatives set forth in the FEIR;
- All information (including written evidence and testimony) presented to the Commission by the environmental consultant and subconsultants who prepared the FEIR, or incorporated into reports presented to the Commission;
- All information (including written evidence and testimony) presented to the City from other public agencies relating to the Project or the FEIR;
- All applications, letters, written information, testimony, and presentations presented to the City by the Project Sponsors and their consultants in connection with the Project;
- All information (including written evidence and testimony) presented at any public hearing related to the EIR;
- The MMRP; and,
- All other documents comprising the record pursuant to Public Resources Code Section 21167.6(e).

The public hearing transcripts and audio files, a copy of all letters regarding the FEIR received during the public review period, the administrative record, and background documentation for the FEIR are located at the Planning Department, 1650 Mission Street, 4th Floor, San Francisco. The Planning Department, Jonas P. Ionin, is the custodian of these documents and materials.

F. Findings about Environmental Impacts and Mitigation Measures

The following Sections II, III, and IV set forth the Commission's findings about the FEIR's determinations regarding significant environmental impacts and the mitigation measures proposed to address them. These findings provide the written analysis and conclusions of the Commission regarding the environmental impacts of the Project and the mitigation measures

identified in the FEIR and adopted by the Commission as part of the Project. To avoid duplication and redundancy, and because the Commission agrees with, and hereby adopts, the conclusions in the FEIR, these findings will not repeat the analysis and conclusions in the FEIR but instead incorporate them by reference and rely upon them as substantial evidence supporting these findings.

In making these findings, the Commission has considered the opinions of staff and experts, other agencies, and members of the public. The Commission finds that (i) the determination of significance thresholds is a judgment decision within the discretion of the City and County of San Francisco; (ii) the significance thresholds used in the FEIR are supported by substantial evidence in the record, including the expert opinion of the City staff; and (iii) the significance thresholds used in the FEIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project. Thus, although, as a legal matter, the Commission is not bound by the significance determinations in the FEIR (see Public Resources Code, Section 21082.2, subdivision (e)), the Commission finds them persuasive and hereby adopts them as its own.

These findings do not attempt to describe the full analysis of each environmental impact contained in the FEIR. Instead, a full explanation of these environmental findings and conclusions can be found in the FEIR, and these findings hereby incorporate by reference the discussion and analysis in the FEIR supporting the determination regarding the project impact and mitigation measures designed to address those impacts. In making these findings, the Commission ratifies, adopts and incorporates in these findings the determinations and conclusions of the FEIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings, and relies upon them as substantial evidence supporting these findings.

As set forth below, the Commission adopts and incorporates the mitigation measures set forth in the FEIR, which to the extent feasible are set forth in the attached MMRP, to reduce the significant and unavoidable impacts of the Project. The Commission intends to adopt the mitigation measures proposed in the FEIR. Accordingly, in the event a mitigation measure recommended in the FEIR has inadvertently been omitted in these findings or the MMRP, such mitigation measure that is deemed feasible and should have been included in the MMRP but was inadvertently omitted is hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in these findings or the MMRP fails to accurately reflect the mitigation measures in the FEIR due to a clerical error, the language of the policies and implementation measures as set forth in the FEIR shall control. The impact numbers and mitigation measure numbers used in these findings reflect the information contained in the FEIR.

In Sections II, III, and IV below, the same findings are made for a category of environmental impacts and mitigation measures. Rather than repeat the identical finding to address each and every significant effect and mitigation measure, the initial finding obviates the need for such repetition because in no instance is the Commission rejecting the conclusions of the FEIR or the mitigation measures recommended in the FEIR for the Project.

These findings are based upon substantial evidence in the entire record before the Commission. The references set forth in these findings to certain pages or sections of the EIR or responses to comments in the FEIR are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

References to the proposed project or Project below in these CEQA Findings, including all impact conclusions and mitigation measures, shall be interpreted to include and incorporate any changes proposed by the revised proposed project, unless otherwise noted. In addition, all impact conclusions and mitigation measures are the same for the proposed project, revised proposed project and the variant, unless these CEQA Findings specifically indicate otherwise.

II. IMPACTS FOUND TO BE LESS THAN SIGNIFICANT AND THUS REQUIRING NO MITIGATION

Under CEQA, no mitigation measures are required for impacts that are less than significant (Pub. Res. Code § 21002; CEQA Guidelines §§ 15126.4, subd. (a)(3), 15091). As more fully described in the FEIR and based on the evidence in the whole record of this proceeding, it is hereby found that implementation of the Project would not result in any significant impacts in the following areas and that these impact areas therefore do not require mitigation.

A. Land Use

Impact LU-1: The Project would not physically divide an established community (DEIR pp. 3.1-16 to 3.1-17).

Impact LU-2: The Project would not result in conflicts with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect (DEIR pp. 3.1-17 to 3.1-20: RTC pp. 4-10 to 4-11).

Impact C-LU-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would not result in significant cumulative impacts related to land use and land use planning (DEIR pp. 3.1-20 to 3.1-21; RTC pp. 4-11 to 4-13).

B. Aesthetics

Impact AE-1: The Project would not have a substantial adverse effect on scenic vistas or scenic resources (DEIR pp. 3.2-25 to 3.2-45; RTC pp. 4-13 to 4-17).

Impact AE-2: The Project would not degrade the existing visual character or quality of the site and its surroundings (DEIR pp. 3.2-45 to 3.2-50).

Although no mitigation measures would be required, **Improvement Measure I-AE-1: Prepare and Implement Construction Staging, Access, and Parking Plan to Reduce Impacts on Visual Character/Quality During Construction,** is identified to further reduce the less-than-significant impact of an unsightly construction area during construction (DEIR p. 3.2-46).

C. Population and Housing

Impact PH-1: The Project would not induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through the extension of roads or other infrastructure) (DEIR pp. 3.3-9 to 3.3-11).

Impact PH-2: The Project would not displace substantial numbers of people or existing housing units, necessitating the construction of replacement housing (DEIR pp. 3.3-11 to 3.3-12; RTC pp. 4-17 to 4-18).

Impact C-PH-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would not substantially contribute to cumulative impacts related to population and housing (DEIR pp. 3.3-12 to 3.3-13; RTC pp. 4-21 to 4-27).

D. Transportation and Circulation

Impact TR-1: The Project would not cause substantial additional vehicle miles traveled ("VMT") or substantially induce automobile travel (DEIR pp. 3.5-46 to 3.5-47; RTC pp. 4-43 to 4-48).

Impact TR-2: The Project would not cause major traffic hazards (DEIR pp. 3.5-47 to 3.5-49).

Although no mitigation measures would be required, **Improvement Measure I-TR-2V: Reconfigure Southbound Approach at Jennings Street/Evans Avenue/Middle Point Road under the Variant,** is identified to improve traffic circulation at the Jennings Street/Evans Avenue/Middle Point Road intersection under Baseline plus Project Conditions with the variant only (this improvement measure does not apply to the proposed project), and thus help to further reduce any less-than-significant traffic safety impacts under the variant (DEIR p. 3.5-49).

Impact TR-4: The Project would not cause a substantial increase in delays or operating costs such that significant adverse impacts in transit service levels could result (DEIR pp. 3.5-62 to 3.5-63).

Impact TR-5: The Project would not create potentially hazardous conditions for bicyclists or otherwise substantially interfere with bicycle accessibility to the site or adjoining areas (DEIR pp. 3.5-64 to 3.5-66).

Impact TR-6: The Project would not result in substantial overcrowding on public sidewalks, create potentially hazardous conditions for pedestrians, or otherwise interfere with pedestrian accessibility to the site and adjoining areas (DEIR pp. 3.5-66 to 3.5-71; RTC pp. 4-39 to 4-43).

Although the impact of the Project would be less than significant, implementation of **Improvement Measure I-TR-6: Implement Queue Abatement Strategies,** would ensure that queues at driveways serving the project's three parking garages would not adversely affect pedestrian circulation, and thus would further reduce the less-than-significant impact of the Project on pedestrian facilities and circulation (DEIR pp. 3.5-66 to 3.5-71).

Impact TR-7: Except for the passenger loading activities associated with the proposed school in the variant only, the Project would result in a loading demand during the peak hour of loading activities that would be accommodated within proposed onsite loading facilities or within convenient on-street loading zones, and would not create potentially hazardous conditions affecting traffic, transit, bicycles, or pedestrians or significant delays affecting transit (DEIR pp. 3.5-71 to 3.5-74; RTC pp. 4-51 to 4-53).

Although the impact of the Project would be less than significant, **Improvement Measure I-TR-7: Implement an Active Loading Management Plan,** has been recommended to further reduce any less-than-significant impacts associated with freight loading activities at the 700 Innes site (DEIR pp. 3.5-73 to 3.5-74).

Impact TR-9: The Project would not result in inadequate emergency access to the project site or adjoining areas (DEIR p. 3.5-76).

Impact TR-10: The duration and magnitude of temporary construction activities would not result in substantial interference with pedestrian, bicycle, or vehicle circulation and accessibility

to adjoining areas, thereby resulting in potentially hazardous conditions (DEIR pp. 3.5-76 to 3.5-78).

Although the impact of the Project would be less than significant, **Improvement Measure I-TR-10: Implement Construction Management Strategies,** has been recommended to further reduce the less-than-significant impacts of any conflicts between construction activities and pedestrians, bicyclists, transit, and vehicular traffic, and between construction and nearby businesses and residents (DEIR p. 3.5-78).

Impact TR-11: The Project would not result in a substantial parking deficit that could create hazardous conditions affecting traffic, transit, bicycles, or pedestrians or significant delays affecting transit, where particular characteristics of the project or its site demonstrably render use of other modes infeasible (DEIR pp. 3.5-79 to 3.5-81).

Impact C-TR-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would not substantially contribute to cumulative impacts related to transportation and circulation for VMT, traffic hazards, transit capacity, pedestrians, bicycles, loading, emergency access, or construction transportation (DEIR pp. 3.5-86 to 3.5-97).

Although the cumulative impacts with the Project would be less than significant, implementing **Improvement Measure I-C-TR-1: Reconfigure Eastbound Approach at Jennings Street/Evans Avenue/Middle Point Road,** would improve traffic circulation at the Jennings Street/Evans Avenue/Middle Point Road intersection under Cumulative Conditions and help to further reduce any less-than-significant traffic safety impacts (DEIR pp. 3.5-87 to 3.5-88).

E. Noise

Impact NO-1: Construction of the Project would not expose persons to noise levels in excess of standards established in the local general plan or noise ordinance (Sections 2907 and 2908 of the San Francisco Noise Control Ordinance) (DEIR pp. 3.6-19 to 3.6-20; RTC pp. 4-63 to 4-66).

Impact NO-5: The occupants of the Project site would not be substantially affected by future noise levels on the site (DEIR pp. 3.6-35 to 3.6-36).

F. Air Quality

Impact AQ-4: The Project would not generate emissions that create objectionable odors affecting a substantial number of people (DEIR pp. 3.7-76 to 3.7-77).

G. Greenhouse Gas Emissions

Impact-C-GG-1: The Project would generate greenhouse gas emissions, but not at levels that would result in a significant impact on the environment or conflict with any policy, plan, or regulation adopted for the purpose of reducing greenhouse gas emissions (DEIR pp. 3.8-20 to 3.8-21; RTC pp. 4-71 to 4-72).

H. Wind

Impact C-WI-1: The Project would not combine with past, present, or reasonably foreseeable future projects to alter wind in a manner that would substantially affect public areas or outdoor recreation facilities (DEIR pp. 3.9-21 to 3.9-22).

I. Shadow

Impact SH-1: The Project would not create new shadow in a manner that would substantially affect outdoor recreation facilities or other public areas (DEIR pp. 3.10-6 to 3.10-29; RTC pp. 4-112 to 4-117).

Impact C-SH-1: The Project would not combine with past, present, or reasonably foreseeable future projects to create new shadow in a manner that would affect outdoor recreation facilities or other public areas (DEIR p. 3.10-30).

J. Recreation

Impact RE-1: The Project would not increase the use of existing neighborhood and regional parks or other recreational facilities, such that substantial physical deterioration of the facilities may occur or be accelerated (DEIR pp. 3.11-14 to 3.11-16).

Impact RE-3: The Project would not physically degrade existing recreational facilities (DEIR pp. 3.11-20 to 3.11-21).

Impact C-RE-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would not substantially contribute to cumulative impacts related to recreation (DEIR p. 3.11-21.

K. Utilities and Service Systems

Impact UT-1: The Project would not exceed wastewater treatment requirements of the applicable RWQCB or result in a determination by the wastewater treatment provider that it has inadequate capacity to serve the projected demand in addition to the provider's existing commitments (DEIR pp. 3.12-17 to 3.12-20; RTC pp. 4-75 to 4-77).

Impact UT-3: The Project would not require new or expanded water supply resources or entitlements (DEIR pp. 3.12-24 to 3.12-28; RTC pp. 4-77 to 4-78).

Impact C-UT-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would not substantially contribute to cumulative impacts related to utilities and services systems (DEIR pp. 3.12-28 to 3.12-30).

L. Public Services

Impact PS-1: The Project would not increase demand for fire services in a manner that would result in the need for construction or alteration of fire protection facilities (DEIR pp. 3.13-8 to 3.13-9; RTC pp. 4-80 to 4-81).

Impact PS-2: The Project would not increase demand for police services in a manner that would

result in the need for construction or alteration of law enforcement facilities (DEIR pp. 3.13-9 to 3.13-10; RTC pp. 4-80 to 4-81).

Impact PS-3: The Project would not increase demand for school services in a manner that would result in the need for construction or alteration of school facilities (DEIR pp. 3.13-10 to 3.13-11; RTC pp. 4-80 to 4-81).

Impact PS-4: The Project would not increase demand for library services in a manner that would result in the need for construction or alteration of library facilities (DEIR p. 3.13-11; RTC pp. 4-80 to 4-81).

Impact C-PS-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would not substantially contribute to cumulative impacts related to public services (DEIR p. 3.13-12).

M. Biological Resources

Impact BI-5: The Project would not conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance or the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plan (DEIR pp. 3.14-54 to 3.14-55).

Impact C-BI-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would not substantially contribute to cumulative impacts related to biological resources (DEIR pp. 3.14-56 to 3.14-57).

N. Hydrology and Water Quality

Impact HY-4: The Project would not place within a 100-year flood hazard area structures that would impede or redirect flood flows (DEIR pp. 3.15-48 to 3.15-49).

Impact HY-5: The project site is subject to flooding from tsunami inundation, but the Project would not exacerbate the frequency or severity of flooding or cause flooding in areas that otherwise would not be subject to flooding without the project. The project site is not subject to inundation by mudflows or a seiche (DEIR pp. 3.15-50 to 3.15-52).

Impact HY-6: The Project Site is subject to flooding from sea-level rise, but the Project would not exacerbate the frequency or severity of flooding or cause flooding in areas that otherwise would not be subject to flooding without the project (DEIR pp. 3.15-52 to 3.15-60; RTC pp. 4-100 to 4-102).

O. Hazards and Hazardous Materials

Impact HZ-5: The Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. (DEIR pp. 3.16-60 to 3.16-63)

Impact HZ-6: The Project would not expose people or structures to a significant risk of loss, injury, or death involving fires (DEIR pp. 3.16-63 to 3.16-64).

III. FINDINGS OF POTENTIALLY SIGNIFICANT IMPACTS THAT CAN BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL THROUGH MITIGATION AND THE DISPOSITION OF THE MITIGATION MEASURES

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a project's identified significant impacts or potential significant impacts if such measures are feasible. The findings in this Section III and in Section IV discuss mitigation measures as identified in the FEIR for the Project and as recommended for adoption by the Planning Commission. The full explanation of the potentially significant environmental impacts and the full text of the mitigation measures is contained in the FEIR and/or the MMRP. A copy of the MMRP is included as Attachment B to the Planning Commission Motion adopting these findings.

The impacts identified in this Section III would be reduced to a less-than-significant level through implementation of the mitigation measures contained in the FEIR, included in the Project, or imposed as conditions of approval and set forth in Attachment B. The impacts identified in Section IV, below, for which feasible mitigation has been identified in the FEIR also would be reduced, although not to a less-than-significant level.

As indicated in the MMRP, in most cases, mitigation measures will be implemented by the Planning Commission or the Project Sponsors. In these cases, implementation of mitigation measures will be made conditions of project approval. For each of these mitigation measures and the impacts they address, the Planning Commission finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the FEIR. (CEQA Guidelines, § 15091, subd. (a)(1).)

In the case of all other mitigation measures, an agency other than the Planning Commission (either another City agency or a non-City agency) will have responsibility for implementation or assisting in the implementation or monitoring of mitigation measures. This is because certain mitigation measures are partly or wholly within the responsibility and jurisdiction of another public agency (other than the Planning Commission). In such instances, the entity that will be responsible for implementation is identified in the MMRP for the Project (Attachment B). Generally, the Planning Commission has designated the agencies to implement mitigation measures as part of their existing permitting or program responsibilities. Based on past experience and ongoing relationships and communications with these agencies, the Planning Commission has reason to believe that they can and will implement the mitigation measures assigned to them. These agencies include DPH, BAAQMD and BCDC, for example, which will participate in mitigation measure implementation through their normal regulatory program actions. Others, like the San Francisco Municipal Transportation Agency, which operates and maintains local traffic and transit systems, have indicated to the Planning Department that they generally find that it will be feasible to implement the mitigation measures identified under their implementation responsibility. The Planning Department also will be assisted in monitoring implementation of mitigation measures by other agencies, as indicated in the MMRP in Exhibit B, such as the San Francisco Department of Building Inspection, the San Francisco Department of Public Works through their permit responsibilities, the San Francisco Public Utilities Commission through its operation of the City's combined sewer system, or the SFMTA as part

of its operation and maintenance of traffic and transit systems.

For each of these mitigation measures and the impacts they address, the Planning Commission finds that the changes or alterations are in whole or in part within the responsibility and jurisdiction of a public agency other than the Planning Commission and that the changes have been adopted by such other agency or can and should be adopted by such other agency. (CEQA Guidelines, § 15091, subd. (a)(2).)

The Planning Commission adopts all of the mitigation measures proposed for the Project that are within the jurisdiction and control of the Planning Commission. For those mitigation measures that are the responsibility of agencies other than the Planning Department (e.g., the City and County of San Francisco and its subsidiary agencies), the Planning Commission finds that those measures can and should be implemented by the other agencies as part of their existing permitting or program responsibilities. Based on the analysis contained in the FEIR, other considerations in the record, and the standards of significance, the Planning Commission finds that implementation of all of the proposed mitigation measures discussed in this Section III will reduce potentially significant impacts to a less-than-significant level.

A. Aesthetics

Impact AE-3: The Project would create a new source of substantial light or glare that would adversely affect day or nighttime views in the area or would substantially affect other people or properties (DEIR pp. 3.2-50 to 3.2-52).

New sources of light would not differ substantially from lighting sources used for the existing India Basin Shoreline Park, 900 Innes, or India Basin Open Space properties. In addition, light levels on these properties would not exceed levels commonly accepted by residents in an urban setting. On the 700 Innes property, there would be new sources of light and glare typically found in other urban neighborhoods in San Francisco, resulting in an impact. **Mitigation Measure M-AE-3: Implement Good Lighting Practices**, as more fully described in the FEIR (p. 3.2-52), is hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein. Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measure M-AE-3 would reduce Impact AE-3 to a less-than-significant level.

Impact C-AE-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would substantially contribute to cumulative impacts related to aesthetics (DEIR pp. 3.2-52 to 3.2-55).

The impacts of construction of the cumulative projects listed in the FEIR related to scenic views and resources, visual character, and light and glare would not result in a significant cumulative impact related to visual resources. Therefore, the construction-related cumulative impact on visual resources would be less than significant. The cumulative operational impact of the Project related to scenic vistas and resources, visual character and quality would also be less than significant. However, cumulative projects could generate substantial additional light and glare and the light and glare from the 700 Innes property could make a considerable contribution to this cumulative effect, resulting in an impact. Based on the FEIR and the entire administrative

record, it is hereby found and determined that implementing Mitigation Measure M-AE-3 would reduce Impact C-AE-1 to a less-than-significant level.

B. Cultural Resources

Impact CR-2: Construction under the Project would cause a substantial adverse change in the significance of an archeological resource pursuant to Section 15064.5 (DEIR pp. 3.4-52 to 3.4-56; RTC p. 4-38).

Construction activities, in particular grading and excavation, could disturb archeological resources potentially located at the project site. Unless mitigated, ground-disturbing construction activity within the project site, particularly within previously undisturbed soils, could result in the inadvertent discovery of previously unknown archeological resources. Such a discovery could represent a substantial adverse change in the significance of a historical and/or unique archeological resource. **Mitigation Measure M-CR-2a: Undertake an Archeological Testing Program**, as more fully described in the FEIR (p. 3.4-53 to 3.4-56), is hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measure M-CR-2a would reduce Impact CR-2 to a less-than-significant level.

Impact CR-3: Construction of the Project would disturb human remains, including those interred outside of formal cemeteries (DEIR p. 3.4-57; RTC p. 4-38).

It is possible that human remains could be inadvertently exposed during ground-disturbing activities in the portion of the study area landward of the 1859 shoreline (see DEIR Figure 3.4-1). Therefore, construction of the Project could result in direct impacts on previously undiscovered human remains, including those interred outside of formal cemeteries, during ground-disturbing activities occurring landward of the 1859 shoreline. **Mitigation Measure M-CR-3a: Implement Legally Required Measures in the Event of Inadvertent Discovery of Human Remains**, as more fully described in the FEIR (p. 3.4-57), is hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measure M-CR-3a would reduce Impact CR-3 to a less-than-significant level.

Impact CR-4: Construction under the Project would cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074 (DEIR p. 3.4-58).

The potential exists for construction under the Project to expose prehistoric archeological resources in the study area. Thus, the potential also exists for project construction to cause substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074. This impact would be significant. **Mitigation Measure M-CR-4a: Implement Tribal Cultural Resources Interpretive Program**, as more fully described in

the FEIR (p. 3.4-58), is hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measure M-CR-4a would reduce Impact CR-4 to a less-than-significant level.

Impact C-CR-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would substantially contribute to cumulative impacts related to cultural resources (DEIR pp. 3.4-59 to 3.4-62).

The potential exists for the cumulative projects to encounter previously unidentified cultural resources, including archeological resources, during ground-disturbing activities. Disturbance of these resources during construction of the Project or other cumulative projects could result in significant cumulative impacts on archeological resources. The contribution of the Project could be cumulatively considerable.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-CR-2a and M-CR-3a would reduce Impact C-CR-1 to a less-than-significant level.

C. Transportation

Impact TR-3: The Project would cause a substantial increase in transit demand that would not be accommodated by adjacent transit capacity, resulting in unacceptable levels of transit service (DEIR pp. 3.5-50 to 3.5-62: RTC pp. 4-49 to 4-51).

While the impact of the Project on Muni capacity on the downtown screenlines would be *less than significant*, the localized muni impacts would be significant. This is a temporary impact. For the proposed project, these impacts could occur if buildout of the proposed project proceeds in such a fashion that the project would generate sufficient new transit riders on the 44 O'Shaughnessy route to cause crowding in excess of 85 percent capacity utilization before the remainder of the transit service improvements under the CPHPS Transportation Plan (i.e., all improvements except for the extension of the 29 Sunset to Harney Way) are in operation. Once the remaining transit service improvements under the *Candlestick Point & Hunters Point Shipyard Phase II Transportation Plan* ("CPHPS Transportation Plan") are in operation, there would be sufficient capacity to address transit travel demand. For the variant, these impacts could occur if buildout of the variant proceeds in such a fashion that the variant would generate sufficient new transit riders on the 19 Polk and 44 O'Shaughnessy routes to cause crowding in excess of 85 percent capacity utilization before the remainder of the transit service improvements under the CPHPS Transportation Plan are in operation. **Mitigation Measure M-TR-3P: Implement Transit Capacity Improvements (Proposed Project)** and **Mitigation Measure M-TR-3V: Implement Transit Capacity Improvements (Variant)**, as more fully described in the FEIR (pp. 3.5-53 to 3.5-54 and pp. 3.5-59 to 3.5-60, respectively), are hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementation of either Mitigation Measure M-TR-3P (in the case of the proposed project and

revised proposed project) or Mitigation Measure M-TR-3V (in the case of the variant) would reduce Impact TR-3 to a less-than-significant level.

Impact TR-8V: Under the Variant, passenger loading demand associated with the school during the peak hour of loading activities would not be accommodated within proposed on-site passenger loading facilities or within convenient on-street loading zones, and would create potentially hazardous conditions affecting traffic, transit, bicycles, or pedestrians or significant delays affecting transit (DEIR p. 3.5-75; RTC pp. 4-51 to 4-53).

The school would generate a high level of passenger loading activity during its peak (much higher than any of the other proposed uses because of the limited time periods for drop-off and pick-up activities) and the design of the proposed passenger loading zone is not yet finalized. Therefore, impacts related to passenger loading activities generated by the school would be significant. **Mitigation Measure M-TR-8V: Implement Passenger Loading Strategies for the School (Variant),** as more fully described in the FEIR (p 3.5-75), is hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measure M-TR-8 would reduce Impact TR-8 to a less-than-significant level.

D. Noise

Impact NO-2: Construction of the Project would result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project (DEIR pp. 3.6-20 to 3.6-28; RTC pp. 4-62 to 4-67).

While noise impacts from off-site construction traffic would be less than significant for all properties on the Project, construction of all properties would result in a short-term, temporary increase in ambient noise levels in the Project vicinity above levels existing without the Project. Therefore, the overall construction impact related to a substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project would be significant. **Mitigation Measures M-NO-2a: Implement Noise Control Measures during Project Construction** and **M-NO-2b: Implement Noise Control Measures for Pile Driving,** as more fully described in the FEIR (pp. 3.6-25 and pp. 3.6-25 to 3.6-26, respectively), are hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-NO-2a and M-NO-2b would reduce Impact NO-2 to a less-than-significant level.

Impact NO-3: Noise from stationary sources associated with operation of the Project would result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project (DEIR pp. 3.6-28 to 3.6-31; RTC pp. 4-62 to 4-67).

The India Basin Shoreline Park property would not include on-site stationary sources, such as building mechanical (i.e., heating, ventilation, and air conditioning ["HVAC"] equipment)

because the proposed developments would be outdoor structures. In addition, this property would not have a loading dock and trash compactor. Therefore, operational noise impacts at the India Basin Shoreline Park property from project-related on-site stationary sources would be less than significant. However, the 900 Innes, India Basin Open Space and 700 Innes properties would include on-site stationary sources which could result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project. **Mitigation Measure M-NO-3: Design Future Noise-Generating Uses near Residential Uses to Minimize the Potential for Noise Conflicts**, as more fully described in the FEIR (p. 3.6-30), is hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-NO-3 would reduce Impact NO-3 to a less-than-significant level.

Impact NO-6: The Project would result in exposure of persons to or generate excessive groundborne vibration (DEIR pp. 3.6-37 to 3.6-40).

For all properties on the Project Site, operational vibration impacts associated with the Project would be less than significant. However, groundborne construction vibration, particularly during pile driving, is anticipated to result in a significant impact for the 900 Innes, India Basin Open Space, and 700 Innes properties. **Mitigation Measure M-NO-6: Implement Vibration Mitigation Measure for Pile Driving**, as more fully described in the FEIR (pp. 3.6-38 to 3.6-39), is hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-NO-6 would reduce Impact NO-6 to a less-than-significant level.

E. Air Quality

Impact AQ-2: The Project would generate construction-related and operational emissions of criteria pollutants and precursors that could conflict with or obstruct implementation of the applicable air quality plan (DEIR pp. 3.7-59 to 3.7-60).

The most recent air quality plan is the 2017 Bay Area Clean Air Plan (the "Clean Air Plan"). The Clean Air Plan includes individual control measures that describe specific actions to reduce emissions of air pollutants and greenhouse gasses ("GHGs"), with measures assigned into categories such as mobile-source, stationary-source, and land use and local impacts measures. Without mitigation measures or the adoption of control measures, emissions associated with the Project could conflict with the Clean Air Plan. The Project would be consistent with the Clean Air Plan, however, with implementation of mitigation measures. Additionally, the Project would be consistent with the Clean Air Plan by virtue of incorporation of control measures of the Clean Air Plan, including land use/local impact measures and energy/climate measures as well as the transportation demand management measures incorporated in the Project. The Project would also not hinder implementation of the Clean Air Plan. **Mitigation Measures M-AQ-1a: Minimize**

Off-Road Construction Equipment Emissions, M-AQ-1b: Minimize On-Road Construction Equipment Emissions, M-AQ-1c: Utilize Best Available Control Technology for In-Water Construction Equipment, M-AQ-1d: Offset Emissions for Construction and Operational Ozone Precursor (NOx and ROG) Emissions, M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators, and **M-AQ-1f: Prepare and Implement Transportation Demand Management**, each as more fully described in the FEIR (pp. 3.7-39 to 3.7-40, pp. 3.7-40 to 3.7-41, pp. 3.7-41 to 3.7-42, pp. 3.7-42 to 3.7-43, p. 3.7-50, and pp. 3.7-50 to 3.7-53, respectively), are hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-AQ-1a through M-AQ-1f would reduce Impact AQ-2 to a less-than-significant level.

F. Recreation

Impact RE-2: The Project would include recreational facilities, the construction of which would cause significant environmental effects but would not require the construction or expansion of other recreational facilities that might have an adverse effect on the environment (DEIR pp. 3.11-17 to 3.11-19).

The Project would involve developing open spaces and recreational facilities on all four project site properties. This development would increase recreation opportunities, while improving existing opportunities such as experiencing nature, bird-watching, kayaking, using trails, picnicking, and using playgrounds. The new facilities would enable a broader range of activities which could include beach use, biking, skating, human-powered boating and other on-water uses, and fitness activities. Operation of the Project would not generate the need to construct recreational facilities beyond those proposed as part of the project or variant. Therefore, no impact would occur related to constructing recreational facilities beyond those that are proposed as part of the project or variant. Temporary physical environmental impacts necessary to construct the recreational facilities that would be part of the Project may occur and are considered in the analyses of construction-related impacts presented in the EIR. These impacts and mitigation measures to address them are discussed in Section 3.5, "Transportation and Circulation"; Section 3.6, "Noise"; Section 3.7, "Air Quality"; Section 3.14, "Biological Resources"; and Section 3.15, "Hydrology and Water Quality."

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing mitigation measures identified in those sections (3.5, 3.6, 3.7, 3.14 and 3.15) would reduce any significant impacts specifically related to the construction of recreational facilities that are part of the project or variant to a less-than-significant level.

G. Utilities and Service Systems

Impact UT-2: The Project would require or result in the construction of new water, wastewater, or stormwater drainage treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects (DEIR pp. 3.12-21 to 3.12-24; RTC pp. 4-75 to 4-77).

Operation of the Project would not require the construction of new or expansion of existing off-site stormwater, water, or wastewater treatment facilities. Installing water, wastewater, and stormwater infrastructure on-site would not result in environmental impacts beyond other resource impacts discussed in the EIR. Mitigation measures listed in Section 3.5 of the EIR, "Transportation and Circulation"; Section 3.6, "Noise"; and Section 3.7, "Air Quality," would reduce any significant impacts specifically related to installing water, wastewater, and stormwater facilities to less-than-significant levels. Therefore, the impact from the construction of new water, wastewater, or stormwater drainage treatment facilities for the Project would be less than significant with mitigation.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing mitigation measures identified in those sections would reduce any significant impacts related to UT-2 to a less-than-significant level.

H. Biological Resources

Impact BI-1: The Project would have an adverse effect, either directly or through habitat modifications, on species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by California Department of Fish and Wildlife ("CDFW") or U.S. Fish and Wildlife Service ("USFWS") (DEIR pp. 3.14-25 to 3.14-45; RTC pp. 4-82 to 4-95).

Overall, construction activities planned at all four Project Site properties under the Project could result an adverse effect, either directly or through habitat modifications, on species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by CDFW or USFWS. Therefore, the impact of construction of the Project at all four properties on species identified as a candidate, sensitive, or special-status species could be significant. However, implementation of Mitigation Measures M-BI-1a, M-BI-1b, and M-BI-1c, along with Mitigation Measures M-HY-1a and M-HY-1b and development of a storm water pollution prevention plan ("SWPPP") and other erosion control measures as detailed in DEIR Section 3.15, "Hydrology and Water Quality," would reduce impacts of construction at all Project Site properties on special-status fish species to less than significant with mitigation. **Mitigation Measures M-BI-1a: Prepare and Implement a Hydroacoustic Monitoring Program for Special-Status Fish and Marine Mammals, M-BI-1b: Implement Avoidance and Minimization Measures for Special-Status Species, M-BI-1c: Prepare and Implement a Vegetation Restoration Plan and Compensatory Mitigation, M-BI-1d: Avoid Ridgway's Rail Habitat During the Nesting Season**, and **M-BI-1e: Avoid Nests during Bird Nesting Season**, each as more fully described in the FEIR (pp. 3.14-31 to 3.14-33, pp. 3.14-33 to 3.14-34, pp. 3.14-34 to 3.14-36, p. 3.14-39, and p. 3.14-42, respectively), are hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-BI-1a through M-BI-1e, and M-HY-1a and M-HY-1b, would reduce Impact BI-1 to a less-than-significant level.

Impact BI-2: The Project would have an adverse effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by CDFW or USFWS (DEIR pp. 3.14-46 to 3.14-48).

Operational impacts on sensitive natural communities at all four project site properties would be less-than-significant. However, because temporary and permanent loss of sensitive natural communities is anticipated, the impact of construction at all four project site properties under the Project on biologically sensitive habitats could be significant.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-BI-1c would reduce Impact BI-2 to a less-than-significant level.

Impact BI-3: The Project would have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means (DEIR pp. 3.14-49 to 3.14-53; RTC pp. 4-97 to 4-98)).

Operational impacts on federally protected wetlands at all four project site properties would be less-than-significant. However, because construction of the Project could degrade the water quality of the Bay by temporarily increasing turbidity and pollutants, the impact of construction at all four project site properties under the Project on federally protected wetlands could be significant.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-BI-1c, M-HY-1a, and M-HY-1b would reduce Impact BI-3 to a less-than-significant level.

Impact BI-4: The Project would interfere with the movement of native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites (DEIR pp. 3.14-53 to 3.14-54; RTC pp. 4-82 to 4-95).

Newly constructed buildings would be in compliance with the adopted Standards for Bird-Safe Buildings, as required by Section 139 of the Planning Code. The Standards for Bird-Safe Buildings include requirements for façades, glazing, and lighting to prevent bird collisions. Therefore, operation of the Project would not adversely affect resident or migratory birds by increasing the risk of collisions with new buildings or structures. At all four project site properties, operational impacts of the Project on wildlife corridors would be less than significant. However, construction of the project may affect the ability of migratory birds to forage, nest, or stop over in the project vicinity, because habitat would be temporarily removed and both noise levels and human presence would increase. The construction impact of the Project on migratory birds and their corridors could be significant. In addition, underwater noise from construction could result in temporary removal of open water and tidal marsh habitat for marine mammals and fish species. Therefore, underwater noise from construction could cause marine mammals to avoid the project area while migrating to or from haul-out sites or during foraging, and could cause fish to avoid the project area during foraging. The construction impact of the Project on migrating marine mammals, fish, and their corridors could be significant.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-BI-1a and M-BI-1e would reduce Impact BI-4 to a less-than-significant level.

l. **Hydrology and Water Quality**

Impact HY-1: The Project would violate water quality standards or waste discharge requirements (DEIR pp. 3.15-26 to 3.15-42).

Compliance with the City's regulatory and permitting requirements for stormwater, treatment of wastewater in accordance with the City's National Pollutant Discharge Elimination System ("NPDES") permit, treatment of recycled water generated on-site to Title 22 requirements, and compliance with Article 6 of the Health Code would reduce the potential for water quality impacts from the Project. Therefore, under the Project, the operational impact related to a violation of water quality standards or waste discharge requirements ("WDRs") would be less than significant and no mitigation measures are necessary.

However, in-water construction activities, including pile removal and pier/dock construction, could cause increased turbidity and resuspension of sediment. In addition, using construction equipment in the water could result in an accidental spill of hazardous materials. Therefore, in-water construction activities could result in a significant impact. The Project would comply with existing water quality control measures required under the general construction permit, construction site runoff permit, batch wastewater discharge permit, and with the water quality control measures and WDRs of the permits required for dredging. In addition, **Mitigation Measures M-HY-1a: Monitor Turbidity during Construction, M-HY-1b: Implement Pile Removal Best Management Practices**, and **M-HY-1c: Use Clamshell Dredges**, as more fully described in the FEIR (pp. 3.15-32 to 3.15-33, pp. 3.15-33 to 3.15-36, and p. 3.15-36, respectively), are hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HY-1a, M-HY-1b and M-HY-1c would reduce Impact HY-1 to a less-than-significant level.

Impact HY-2: The Project would alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in substantial erosion or siltation or flooding on- or off-site (DEIR pp. 3.15-42 to 3.15-46).

Stormwater facilities under the Project would conform to the City's stormwater management requirements. Therefore, under the Project, the operational impact related to alteration of the existing drainage pattern or a substantial increase in the rate or amount of surface runoff would be less than significant, and no mitigation measures are necessary. However, short-term impacts of project construction under the Project as they relate to erosion and siltation are discussed above and under "Construction" in the analysis of Impact HY-1 in the FEIR and would be less than significant with mitigation for the entire project site.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HY-1a, M-HY-1b and M-HY-1c would reduce Impact HY-2 to a less-than-significant level.

Impact HY-3: The Project would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, and the project would not otherwise degrade water quality (DEIR pp. 3.15-46 to 3.15-48).

The stormwater facilities under the Project would be operated in conformance with the City's stormwater management requirements and would not contribute stormwater to the City's combined sewer system. Thus, under the Project, the operational impact related to creation or contribution of runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, or otherwise degrade water quality, would be less than significant. No mitigation measures are necessary. However, short-term impacts of project construction under the Project as they relate to stormwater management and polluted runoff are discussed above and under "Construction" in the analysis of Impact HY-1 in the FEIR and would be less than significant with mitigation for the entire project site.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HY-1a and M-HY-1b would reduce Impact HY-3 to a less-than-significant level.

Impact-C-HY-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would substantially contribute to cumulative impacts related to hydrology and water quality (DEIR pp. 3.15-60 to 3.15-62).

The Project Site is subject to flooding from tsunami and sea-level rise; however, the Project would not exacerbate the frequency or severity of flooding or cause flooding in areas that otherwise would not be subject to flooding without the project. Therefore, the Project would not contribute to any potential cumulative impacts related to increased flood levels, and such cumulative impacts would be less than significant. Development of the Project, combined with other reasonably foreseeable development projects in the vicinity, could increase the rate and volume of stormwater runoff if there were an overall increase in impervious surfaces. Other development could also affect water quality if the land use changes, the intensity changes, and/or drainage conditions were altered to facilitate the introduction of pollutants to surface waters. Thus, there could be a significant cumulative effect related to hydrology and water quality.

Compliance of the Project with construction-related water quality regulations, preparation and implementation of a SWPPP, and implementation of Mitigation Measures M-HY-1a, M-HY-1b, and M-HY-1c would avoid and minimize water quality impacts during construction because best management practices ("BMPs") would be implemented as required to protect receiving water quality and hazardous materials would be handled, stored, and disposed of appropriately.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HY-1a through M-HY-1c would reduce Impact C-HY-1 to a less-than-significant level.

J. Hazards and Hazardous Materials

Impact HZ-1: The Project would create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials (DEIR pp. 3.16-26 to 3.16-31).

The overall operational impact related to the potential to create a significant hazard to the environment through the routine transport, use, or disposal of hazardous materials would be less than significant.

However, construction at all four properties under the Project would likely involve the routine use, transport, storage, and disposal of common hazardous materials, such as small quantities of gasoline, diesel, oil, grease, and paint. Short-term uses of construction-related hazardous materials, if not used appropriately, could expose workers to potential inhalation, ingestion, or contact with hazardous substances.

Hazards from using such materials during construction would be less than significant, however, because the construction contractor(s) would be required to comply with applicable regulations and laws governing project-related transport, storage, use, and disposal of potentially hazardous materials. The potential exists, however, for accidental spills of materials during construction, which could create hazards to the public or environment. The project is subject to the National Pollutant Discharge Elimination System Construction General Permit, which requires the Project Sponsors or their contractor(s) to develop and implement a SWPPP. The SWPPP includes measures to prevent hazardous material spills. The Project Sponsors would develop a SWPPP and implement hazardous materials spill prevention and good-housekeeping activities for all four project site properties. These measures would avoid or minimize potential construction-related impacts from accidental spills of hazardous materials for onshore construction activities. However, the SWPPP provisions would not apply to in-water construction activities. Therefore, impacts related to the potential for accidental spills during in-water construction work could be significant. **Mitigation Measure M-HY-1b: Implement Pile Removal Best Management Practices**, as more fully described in the FEIR (pp. pp. 3.15-33 to 3.15-36), requires implementation of water quality BMPs, which would reduce the likelihood of accidental spills of hazardous materials during in-water construction activities.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measure M-HY-1b would reduce Impact HZ-1 to a less-than-significant level.

Impact HZ-2: The Project would create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment (DEIR pp. 3.16-31 to 3.16-52; RTC pp. 4-103 to 4-108).

Construction

Construction of the Project on all four properties could release or mobilize contaminants in soil to groundwater; generate fugitive dust emissions; or expose construction workers or the public to contaminated soils, sediments, or emissions during on-land and in-water construction and site preparation activities. Construction activities such as grading and installation of new piles or other deep foundations could also mobilize contaminants. The act of driving piles through the contaminated soils or sediments may drag contaminants into the clean native soil, sediments, or groundwater beneath. Offshore construction/site preparation activities, such as construction of the new pier and removal of riprap protection, could also cause remobilization of contaminants from offshore sediments into the water column of the Bay. These impacts could be significant.

In addition, as part of the Project, to address existing contamination of soil and sediment on the 900 Innes property, RPD intends to implement a remedial action plan ("RAP") under the San Francisco Bay RWQCB's voluntary cleanup program at the 900 Innes property. RPD has prepared a conceptual RAP for the property. The goal of the RAP would be to make the site safe for planned future uses. The RAP is subject to review and approval by the oversight agency (the San Francisco Bay RWQCB); its approval of the RAP would occur after completion of the CEQA process. Consequently, the final requirements and controls in the RAP are not known at this time but the conceptual RAP provides a reasonable understanding of the work that RPD would intend to carry out under the RAP. While the RAP is designed to protect future users and the environment from existing contamination, implementation of the RAP itself would result in disturbance of contaminated soil, sediment, and groundwater, which could expose receptors to health or safety risks.

Mitigation Measure M-HZ-2c: Prepare and Implement a Remedial Action Plan for the 900 Innes Property, as more fully described in the FEIR (pp. 3.16-38 to 3.16-40), will assure that the RAP is carried out in a manner that protects construction workers implementing the RAP from unacceptable exposures to hazardous materials or mobilization of contaminants to the environment during its implementation. The RAP requires that project construction follow adequate worker health and safety, dust and odor control, and soil/sediment/material handling procedures to reduce potential impacts on workers, the general public, and the environment. The RAP also has the goal of protecting future users of the site.

In addition, the India Basin Shoreline Park, 900 Innes and India Basin Open Space properties contain existing structures which are likely contaminated with creosote and which would require removal during construction. Impacts relating to the removal and possible replacement of the creosote-contaminated piles could be significant.

To protect both the public and the environment during project construction activities, Mitigation Measure M-HZ-2a requires preparing and implementing a site mitigation plan for areas above the MHW line, which is also required for compliance with Article 22A of the San Francisco Health Code (i.e., the Maher Ordinance). The provisions of any site mitigation plan prepared under Mitigation Measure M-HZ-2a would not be applicable to proposed construction activities below the MHW line, such as removal of the existing piers and riprap, restoration of wetland habitats, and installation of piles for the proposed replacement pier and dock.

However, implementing Mitigation Measure M-HY-1a: Monitor Turbidity during Construction, and Mitigation Measure M-HY-1b: Implement Pile Removal Best Management Practices, would

substantially reduce the likelihood that construction activities would mobilize contaminants from offshore sediments into Bay waters. In addition, Mitigation Measure M-HZ-2b, requires preparation and implementation of a nearshore sediment and materials management plan, which would apply to portions of the properties below the MHW line.

Implementing Mitigation Measures M-HZ-2a and M-HZ-2b and Mitigation Measure M-HY-1a and M-HY-1b at the India Basin Shoreline Park and India Basin Open Space properties would reduce these adverse effects by requiring adequate worker health and safety procedures, materials handling, and pile removal procedures. As such, potential construction impacts of the Project related to hazardous building materials at the India Basin Shoreline Park and India Basin Open Space properties would be reduced to less than significant with mitigation.

At the 900 Innes property, implementation Mitigation Measure M-HZ-2c would reduce potential impacts from exposure to hazardous materials during remedial actions at 900 Innes to less than significant with mitigation. However, despite implementation of the RAP, construction activities during site development that take place after remediation, such as grading or installing piles or deep foundations, could mobilize contaminants that remain beneath clean fill or hardscape areas after remediation. Therefore, Mitigation Measures M-HZ-2a and M-HZ-2b and Mitigation Measure M-HY-1a and M-HY-1b would also apply to the 900 Innes property, would reduce these adverse effects by requiring adequate worker health and safety procedures, materials handling, and pile removal procedures. As such, potential construction impacts of the Project related to hazardous building materials at the 900 Innes property would be reduced to less than significant with mitigation.

Operation

Operation of the Project at all four properties, particularly activities such as landscape maintenance, utility installation, or recreational activities involving direct contact with or disturbance of soils or nearshore sediments, could release or mobilize contaminants in soil to groundwater; generate fugitive dust emissions; or expose future site users to contaminated soils, sediments, or emissions. These impacts could be significant.

For the India Basin Shoreline Park and the India Basin Open Space properties, implementing Mitigation Measures M-HZ-2a and M-HZ-2b would remove contaminated soils or sediments before operational use, or would otherwise protect future users from exposure to or release of any residual contamination remaining at the site after construction through implementation of institutional controls. This operational impact of the Project at the India Basin Open Space property would therefore be less than significant with mitigation.

For the 900 Innes property, implementing Mitigation Measure M-HZ-2c would mean that the majority of contaminated soils would be removed from the site during the remedial action, or would be covered with a cap of clean fill or hardscape, which would remove direct exposure routes to contaminants from future users of the site. Mitigation Measure M-HZ-2c also requires institutional controls, such as operation and maintenance protocols and deed restrictions to ensure that future users would be aware of any residual contamination, and that appropriate precautions to prevent exposure would be taken during activities, such as utility installation/ maintenance or landscaping, that might involve disturbance of soils beneath the clean fill or

hardscape cap. With implementation of Mitigation Measure M-HZ-2c, exposure of future users from and releases to the environment of contaminated soils, sediments and groundwater during project operations at the 900 Innes property would be less than significant with mitigation.

For the 700 Innes property, implementation of Mitigation Measure M-HZ-2a would remove contaminated soils or sediments from the upland portions of the property before operational use; or it would otherwise protect future users from exposure to or release of any residual contamination remaining at the site after construction through implementation of institutional controls. However, because the Maher Ordinance is applicable only to areas landward of the MHW line, the provisions of any site mitigation plan prepared under Mitigation Measure M-HZ-2a would not be applicable to the small portion of the 700 Innes property that is below the MHW line. Given the proximity of this portion of the 700 Innes property to the 900 Innes property, it is possible that sediments in the nearshore of this area could contain similar levels of contaminants to the 900 Innes property, which, as discussed above, is enrolled in a voluntary cleanup program with the San Francisco Bay RWQCB and would be subject to a RAP. If further sampling in the area determines that is the case, the Project Sponsors would seek to expand the RAP, subject to RWQCB approval, to also cover in-water work at the 700 Innes property where such contaminants are found. In that case, Mitigation Measure M-HZ-2c would be applicable to that portion of the 700 Innes property. Implementing the RAP would mean that the majority of contaminated soils would be removed from the site during the remedial action, or would be covered with a cap of clean fill or hardscape, which would remove direct exposure routes to contaminants from future users of the site. Mitigation Measure M-HZ-2c also requires institutional controls, such as operation and maintenance protocols and deed restrictions, to ensure that future users would be aware of any residual contamination, and that appropriate precautions to prevent exposure would be taken during operational activities that might involve disturbance of soils beneath the clean fill or hardscape cap.

For in-water areas at the 700 Innes property not covered by the RAP, Mitigation Measure M-HZ-2b, presented above, requires preparation and implementation of a nearshore sediment and materials management plan, which would apply to portions of the 700 Innes property below the MHW line. The plan would be included as part of the relevant permitting applications (CWA Section 401 water quality certification and Section 404 permit, Rivers and Harbors Act Section 10 permit, and BCDC major permit). Implementing the nearshore sediment and materials management plan would remove contaminated soils or sediments before operational use, or would otherwise protect future users from exposure to or release of any residual contamination remaining at the site after construction through implementation of institutional controls.

Implementing Mitigation Measure M-HZ-2a, and Mitigation Measures M-HZ-2b and M-HZ-2c would reduce operational impacts of the Project at the 700 Innes property to less than significant with mitigation.

Overall Impact Conclusion

Mitigation Measures M-HZ-2a: Prepare and Implement a Site Mitigation Plan for Areas Above the Mean High-Water Line, M-HZ-2b: Prepare and Implement a Nearshore Sediment and Materials Management Plan for Areas Below the Mean High-Water Line, and **M-HZ-2c: Prepare and Implement a Remedial Action Plan for the 900 Innes Property,**

as more fully described in the FEIR (pp. 3.16-33 to 3.16-35, pp. 3.16-35 to 3.16-37, and pp. 3.16-38 to 3.16-40, respectively), are hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HY-1a and M-HY-1b and Mitigation Measures M-HZ-2a, M-HZ-2b, and M-HZ-2c would reduce Impact HZ-2 to a less-than-significant level.

Impact HZ-3: The Project is located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment (DEIR pp. 3.16-53 to 3.16-56; RTC pp. 4-107 to 4-108).

The India Basin Open Space and 700 Innes properties are not on the Cortese List of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Therefore, no impact would occur at the India Basin Open Space and 700 Innes properties during construction or operation of the Project.

The India Basin Shoreline Park and 900 Innes properties are on the Cortese List of hazardous materials sites (California Department of Toxic Substances Control, 2016) and environmental sampling has confirmed low levels of contamination (RPD, 2017a). Construction of the Project at these properties could cause a release or mobilization of contaminants to groundwater, generate fugitive dust emissions, or expose construction workers or the public to contaminated soils, groundwater, sediments, or emissions. These impacts are discussed in more detail in Impact HZ-2, above. In addition, operation of the Project at these properties could therefore create a significant hazard to the public or the environment by exposing visitors, occupants, or employees to contaminants, especially during ground-disturbing maintenance activities such as landscaping, utility replacement, and subsurface repairs. This operational impact of the Project at the India Basin Shoreline Park and 900 Innes property could be significant.

For the India Basin Shoreline Park property, Mitigation Measure M-HZ-2a requires preparation and implementation of a site mitigation plan for areas above MHW, while Mitigation Measure M-HZ-2b requires preparation and implementation of a nearshore sediment and materials management plan for areas below MHW. Both of these documents include measures to protect future users of the site from any residual contamination that may remain on the site after construction, including delineation and capping/cover of any areas with residual contamination, operation and maintenance protocols for future users, and activity and use limitation deed restrictions, if necessary.

Implementing Mitigation Measures M-HZ-2a and M-HZ-2b would reduce the operational impact associated with India Basin Shoreline Park's existing site contamination and inclusion on the Cortese List to less than significant with mitigation.

For the 900 Innes property, implementation of Mitigation Measure M-HZ-2c, would result in removal and/or other mitigation of contaminants exceeding the approved remedial action goals established in the remedial action plan. Implementing Mitigation Measure M-HZ-2c would mean that the majority of contaminated soils would be removed from the site during the remedial

action. After remedial actions at the 900 Innes property under the RAP, implementing Mitigation Measures M-HZ-2a and M-HZ-2b would also ensure that any remaining soils or sediments exceeding the established targeted cleanup goals from outside of the RAP-targeted remediation areas would be either removed before operational use, and/or otherwise mitigated to protect future users from exposure to or release of any residual contamination remaining at the site after construction. The required operation and maintenance protocols and deed restrictions would also ensure that future users would be aware of the residual contamination, and that appropriate precautions to prevent exposure would be taken during activities, such as utility installation/maintenance or landscaping, that might involve disturbance of soils beneath the clean fill or hardscape cap.

Implementing Mitigation Measures M-HZ-2a, M-HZ-2b, and M-HZ-2c would reduce the operational impact of the Project associated with the 900 Innes property's existing site contamination and inclusion on a Cortese List site to less than significant with mitigation.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HZ-2a, M-HZ-2b, and M-HZ-2c would reduce Impact HZ-3 to a less-than-significant level.

Impact HZ-4: The Project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school (DEIR pp. 3.16-56 to 3.16-60).

Construction

Under the Variant a kindergarten through 8th grade ("K-8") school would be located on the 700 Innes property. However, because the proposed school would not open until after construction of the Project, emissions or handling of hazardous materials during construction would not affect this future school.

The only existing school located within ¼ mile of the Project Site is Malcolm X Academy, a pre-kindergarten through 5th grade school located at 350 Harbor Road, which is located within ¼ mile of the India Basin Shoreline Park property (approximately 1,200 feet west of the India Basin Shoreline Park property). Existing site contamination is present at low levels on the India Basin Shoreline Park property as a result of historic contamination and impacted fill, and creosote-impacted materials are present in the nearshore. Site preparation activities for construction of the Project would likely result in handling of contaminated soils, sediments, groundwater or materials on the India Basin Shoreline Park property, and would therefore occur within ¼ mile of an existing school. Fugitive dust emissions generated during construction or remediation actions could contain hazardous materials such as heavy metals or naturally occurring asbestos. This impact could be significant.

Adhering to relevant federal, State, and local regulations and implementing Mitigation Measure M-HZ-2a would reduce the construction-related impact of the Project at the India Basin Shoreline Park property on schools from hazardous emissions or handling of hazardous materials to less than significant with mitigation.

Operation

As discussed previously, all four properties currently contain varying levels of soil, sediment, and groundwater contamination. If such contamination is not appropriately cleaned up during site construction and remediation activities, future school users could be exposed to hazardous materials. The impact of such exposure could be significant.

India Basin Shoreline Park, 900 Innes, and India Basin Open Space Properties

As discussed in Impact HZ-2, a portion of the 900 Innes property would be subject to a remedial action plan as part of construction, which would be required by Mitigation Measure M-HZ-2c to achieve site-specific cleanup levels consistent with the requirements of the San Francisco Bay RWQCB for the proposed land uses. In addition, Mitigation Measure M-HZ-2a requires implementing a DPH-approved site mitigation plan for areas above the MHW line, which requires removing or capping soils that contain contaminants at levels exceeding the targeted human health screening levels and establishing engineering or institutional controls if any residual contamination remains on the site after construction. Mitigation Measure M-HZ-2b requires similar cleanup requirements for areas below the MHW line.

Implementing Mitigation Measures M-HZ-2a, M-HZ-2b, and M-HZ-2c would therefore remove the potential for future site users, and occupants, residents, users, or workers at adjacent land uses (including the proposed school), to be exposed to any emissions from the contamination currently present on the India Basin Shoreline Park, 900 Innes, and India Basin Open Space properties. Implementing Mitigation Measures M-HZ-2a, M-HZ-2b, and M-HZ-2c would reduce impacts relating to emissions from, or handling of, existing contamination at the project site to less than significant with mitigation.

700 Innes Property

Mitigation Measure M-HZ-2a requires implementation of a DPH-approved site mitigation plan, which includes a requirement to conduct postexcavation confirmation sampling, and to establish mitigating measures and institutional controls if any residual contamination remains on the site after construction. Such measures could include capping of residual soil contamination with clean cover, hardscaping, or other suitable medium, with presence of a visual barrier. Implementing Mitigation Measure M-HZ-2a would reduce the potential impact of exposure for future students, employees, and visitors to the proposed school to less than significant with mitigation.

It is unknown whether operation of the proposed school on the 700 Innes site would involve any State funding. If State funding is involved, construction or operation of the school as part of the Project would be required to comply with the California Education Code. This would require preparation and approval by the California Department of Toxic Substances Control ("DTSC") of a Phase 1 Environmental Site Assessment, and in the event of potential contamination, an oversight agreement with DTSC and preparation of a health risk assessment. Many school developers choose to implement similar provisions on a voluntary basis. If operation of the proposed school were to involve State funding or a partnership with a public school district, such provisions would be mandatory.

The requirements of any DTSC voluntary cleanup agreement or school cleanup agreement (if a public school and required) would be similar to those of Mitigation Measure M-HZ-2a, with respect to conducting postexcavation confirmation sampling and establishing mitigating measures and institutional controls if any residual contamination remains on the site. As such, whether or not the proposed school is subject to the requirements of the California Education Code, implementing Mitigation Measure M-HZ-2a is considered sufficient to reduce operational impacts of the Project related to hazardous emissions within ¼ mile of a school to less than significant with mitigation. Therefore, conforming to the applicable regulations and implementing Mitigation Measure M-HZ-2a would reduce the operational impact of the Project on school operations at the 700 Innes property to less than significant with mitigation.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HZ-2a, M-HZ-2b, and M-HZ-2c would reduce Impact HZ-4 to a less-than-significant level.

Impact C-HZ-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would substantially contribute to cumulative impacts related to hazards and hazardous materials (DEIR pp. 3.16-64 to 3.16-66).

Cumulative impacts related to hazardous materials could occur through the mobilization of contaminants in soil and/or groundwater at the project site for the Project and the cumulative project(s) sites. Several of the cumulative project sites in the vicinity have been found to have contaminated soil and groundwater and are in the process of site remediation in some cases as explained above. The Project would control mobilization of contaminants at the site through implementation of the following mitigation measures:

• Mitigation Measure M-HZ-2a, requiring implementation of a DPH-approved site mitigation plan including dust, odor, noise, and stormwater controls for above the MHW line;

• Mitigation Measure M-HZ-2b, requiring implementation of an approved nearshore sediment and materials management plan below the MHW line; and

• Mitigation Measure M-HZ-2c, requiring implementation of a San Francisco Bay RWQCB–approved remedial action plan for the 900 Innes property.

Additional mitigation measures related to water quality would also be implemented: Mitigation Measures M-HY-1a and M-HY-1b.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HZ-2a, M-HZ-2b, M-HZ-2c, M-HY-1a and M-HY-1b would reduce the potential for construction workers, the public, students and staff at nearby schools, and site occupants to be exposed to contaminated materials from the project during project or variant construction, and would thus reduce Impact C-HZ-1 to a less-than-significant level.

IV. SIGNIFICANT IMPACTS THAT CANNOT BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL

Based on substantial evidence in the whole record of these proceedings, the Planning Commission finds that, where feasible, changes or alterations have been required, or incorporated into, the Project to reduce the significant environmental impacts as identified in the FEIR. The Commission finds that certain mitigation measures in the FEIR, as described in this Section IV, or changes, have been required in, or incorporated into, the Project, pursuant to Public Resources Code Section 21002 and CEQA Guidelines Section 15091, that may lessen, but do not avoid (i.e., reduce to less-than-significant levels), the potentially significant environmental effects associated with implementation of the Project that are described below. Although all feasible mitigation measures and improvement measures set forth in the FEIR and the MMRP, attached hereto as Attachment B, are hereby adopted, for some of the impacts listed below, despite the implementation of feasible mitigation measures, the effects remain significant and unavoidable.

The Commission further finds, as described in this Section IV below, based on the analysis contained within the FEIR, other considerations in the record, and the significance criteria identified in the FEIR, that because some aspects of the Project could cause potentially significant impacts for which feasible mitigation measures are not available to reduce the impact to a less-than-significant level, those impacts remain significant and unavoidable. The Commission also finds that although mitigation measures are identified in the FEIR that would reduce some significant impacts, certain measures, as described in this Section IV below, are uncertain or infeasible for reasons set forth below, and therefore those impacts remain significant and unavoidable or potentially significant and unavoidable.

Thus, the following significant impacts on the environment, as reflected in the FEIR, are unavoidable. But, as more fully explained in Section V, below, under Public Resources Code Section 21081(a)(3) and (b), and CEQA Guidelines 15091(a)(3), 15092(b)(2)(B), and 15093, it is found and determined that legal, environmental, economic, social, technological and other benefits of the Project override any remaining significant adverse impacts of the Project for each of the significant and unavoidable impacts described below. This finding is supported by substantial evidence in the record of this proceeding.

A. Cultural Resources

Impact CR-1: Construction under the Project would cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5, including those resources listed in Article 10 or Article 11 of the San Francisco Planning Code (DEIR pp. 3.4-33 to 3.4-52; RTC pp. 3.4-33 to 3.4-38).

This impact analysis addresses potential impacts of the Project on the Shipwright's Cottage, the India Basin Scow Schooner Boatyard (including the Hunters Point Ship Graveyard), and 702 Earl Street, which are considered historical resources as defined in State CEQA Guidelines Section 15064.5, including those resources listed in Article 10 or Article 11 of the Planning Code.

Shipwright's Cottage (at the 900 Innes Property)

The Project would retain the Shipwright's Cottage, an individually eligible historical resource and a contributor to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape, in its original location on the 900 Innes property. The Shipwright's Cottage would be rehabilitated in accordance with the Secretary of the Interior's Standards ("SOI Standards") and adaptively reused to function as a welcome center and public exhibition space. The changes proposed as part of the rehabilitation would alter historic materials and spatial arrangements in the interior and exterior of the building, which may not convey the building's original use. As such, the Project could affect select character-defining features of the Shipwright's Cottage. Thus, it has the potential to affect the ability of the Shipwright's Cottage to convey its historical significance and to lessen its integrity of setting, design, materials, and feeling, which would be a significant impact.

The larger development of the project site itself presents the potential for indirect effects on the Shipwright's Cottage. The integrity of setting of this historical resource has already been compromised by the changes to the surrounding district that have occurred since the cottage's period of significance (1875 -1938). Despite these changes, the Shipwright's Cottage is still able to convey its historical design, construction techniques, function, and scale of development appropriate to the character of India Basin during the building's period of significance. However, the proposed development at the India Basin Scow Schooner Boatyard would not detract substantially from the Shipwright's Cottage's integrity of setting. In addition, nearby development on the 700 Innes property would not change the most important remaining elements of the Shipwright's Cottage's historical setting: its close visual and physical relationship to India Basin. Additionally, the proposed changes at India Basin Shoreline Park and India Basin Open Space would not negatively affect the setting of the Shipwright's Cottage because these changes would not feature new construction that is out of scale with the site's historical environment. As such, the Project will not result in any indirect impacts on the Shipwright's Cottage.

Implementation of Mitigation Measures M-CR-1a, M-CR-1b, M-CR-1c, and M-CR-1e (presented at the end of the impact discussion under "Overall Impact Conclusion") would lessen impacts of the Project on the Shipwright's Cottage to such a degree that the resource would still be able to convey the characteristics that justify its eligibility for listing in the California Register of Historical Resources ("CRHR"). Thus, the overall impact on the Shipwright's Cottage would be less than significant with mitigation.

<u>India Basin Scow Schooner Boatyard Vernacular Cultural Landscape (at the India Basin Shoreline Park and 900 Innes Properties)</u>

The Project would alter or remove some of the character-defining features and distinctive setting, design, materials, workmanship, feeling, and association of the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape. Table 3.4-3 in the DEIR summarizes the proposed changes to the character-defining features of the historical resource.

The alterations contemplated as part of the Project would change the appearance of the site from an industrial boatyard to a contemporary recreational park, but would maintain many character-defining features of the landscape. Efforts would be undertaken to reference the site's historical function as a boatbuilding and boat-repair yard in the design of the park. Nonetheless, this impact would be significant. As the Project includes the potential replacement or removal of the

Boatyard Office building and Tool Shed and Water Tank building, the Project, depending on final project design, has the potential to irrevocably diminish the India Basin Scow Schooner Boatyard as a vernacular cultural landscape. In addition, other project elements could negatively affect the integrity of setting, design, materials, workmanship, feeling, and association to such a degree that, if the final design includes the replacement or removal of the Boatyard Office building and/or Tool Shed and Water Tank building, the India Basin Scow Schooner Boatyard would no longer be able to convey the characteristics that justify its eligibility for listing in the CRHR. This impact would be significant.

The Project would implement Mitigation Measures M-CR-1a, M-CR-1b, M-CR-1c, and M-CR-1e to lessen the severity of the impact on the India Basin Scow Schooner Boatyard, but not necessarily to the degree that the resource would remain eligible for listing in the CRHR.

Additionally, the EIR identified a mitigation measure that would reduce the impacts on the Cultural Landscape (M-CR-1d: Retain the Boatyard Office Building), but would not reduce the impacts to a less than significant level. This mitigation measure include retention of a portion of the roof form, wood frame structure, and wood cladding so that the massing of the building is still expressed. However, this mitigation measure is hereby rejected as infeasible, because it conflicts with the City's and RPD's policy goals identified for India Basin Shoreline Park and 900 Innes. (See Pub. Res. Code Sections 21061.1, 21081(a)(3); CEQA Guidelines Sections 15091(a)(3), 15364.) Specifically, the following identified Project objectives would not be met:

1. Create a safe environment for park users that includes increased visibility of park spaces, including direct sightlines from bordering streets to the water;
2. Create an entry experience from Innes Avenue that highlights the features of both the cultural and natural landscape, maintains sightlines to the waterfront, and contributes to a seamless park user experience and sense of place as a neighborhood center;
3. Design park spaces that are safe and inviting and that follow departmental best practices for successful maintenance; and
4. Create Americans with Disabilities Act (ADA)–accessible pathways providing waterfront access and safe interactions with highly trafficked routes such as the Class 1 bicycle path.

Retaining the Boatyard Office Building would prevent ADA access to the park because it would create an unsafe connection point with the garden path the Class I Bike Path. Retaining the Boatyard Office Building would also impede safety of the Project by blocking sight lines to the park and from the proposed terraced garden between Innes Avenue and the water and detract from the entry experience along Innes Avenue. In addition, retention of the Boatyard Office Building would also be contrary to RPD's broader policy objectives, as expressed in its Strategic Plan, adopted by the Recreation and Parks Commission in November, 2016 for the same reasons noted above. For example, such retention would interfere with RPD's ability to meet objectives 1.1 and 1.2 of its "Strategy 1: Inspire Public Space." Those objectives require RPD to "develop more open space to address population growth in high-needs areas and emerging neighborhoods" and "strengthen the quality of existing parks and facilities." respectively. Retention of the Boatyard Office Building would also interfere with objectives 2.1 and 2.2 of its "Strategy 2: Inspire Play." Those objectives require RPD to "strengthen the quality, responsiveness, and accessibility of recreation programs;" and "strengthen and promote the safety, health and well-being of San Francisco's youth and seniors." As noted above, retention would block sight lines

to the park and from the proposed terraced garden between Innes Avenue and the water, thus potentially creating an unsafe space and limiting responsiveness and accessibility of the site. For these reasons, Mitigation Measure M-CR-1d: Retain the Boatyard Office Building is rejected as infeasible.

Thus, the impact of the Project on the built environment at the India Basin Scow Schooner Boatyard (at the 900 Innes property) would be significant and unavoidable with mitigation.

702 Earl Street (at the 700 Innes Property)

The Project would retain 702 Earl Street on the 700 Innes property; however, the CRHR-eligible building would be relocated to the northern portion of the property (Figure 3.4-13 in the DEIR). The proposed relocation and rehabilitation would have the potential to affect the building's eligibility for listing in the CRHR.

However, relocating and rehabilitating the 702 Earl Street building along with implementation of the identified mitigation measures (M-CR-1a, M-CR-1b, M-CR-1c, and M-CR-1e presented below under "Overall Impact Conclusion") would not materially impair the building's significance to the extent that it would no longer be eligible for listing in the CRHR. Relocating 702 Earl Street would not substantially affect the building's integrity of setting, for two reasons: the building would remain in the same general location as its historical context and the relocation would largely restore the spatial relationship of the original building's location along the shoreline before the infill of the 1960s.

The Project could affect select character-defining features. Thus, it has the potential to affect the ability of the 702 Earl Street building to convey its historical significance and to lessen its integrity of setting, materials, and feeling. Implementation of Mitigation Measures M-CR-1a, M-CR-1b, and M-CR-1c, listed under "Overall Impact Conclusion" below, would lessen impacts of the Project on 702 Earl Street to such a degree that the resource would remain eligible for listing in the CRHR. Thus, the overall impact on 702 Earl Street would be less than significant with mitigation.

Overall Impact Conclusion

Construction of the Project could cause a substantial adverse change in the significance of a historical resource (as defined in Section 15064.5) in the study area due to the fact that the retention or replacement-in-kind of character-defining features of the India Basin Scow Schooner Boatyard landscape cannot be established at this time. Therefore, the overall impact of the Project on the built environment, depending on final design, is significant. The Project could affect select character-defining features. Thus, there would be a potentially significant impact related to the ability of the Shipwright's Cottage, India Basin Scow Schooner Boatyard, and 702 Earl Street building to convey their historical significance. Implementation of **Mitigation Measures M-CR-1a: Prepare and Implement Historic Preservation Plans and Ensure that Rehabilitation Plans Meet Performance Criteria, M-CR-1b: Document Historical Resources, M-CR-1c: Develop and Implement an Interpretative Plan**, and **M-CR-1e: Vibration Protection Plan**, as more fully described in the FEIR (pp. 3.4-47 to 3.4-49, pp. 3.4-49 to 3.4-50, pp. 3.4-50 to 3.4-51, and pp. 3.4-51 to 3.4-52, respectively), would reduce Impact CR-

1 as it relates to the Shipwright's Cottage and 702 Earl to less-than significant with mitigation. However, implementation of such mitigation measures would not reduce Impact CR-1 as it relates to India Basin Scow Schooner Boatyard to such a degree that the resource would still be able to convey the characteristics that justify its eligibility for listing in the CRHR. As explained above, another mitigation measure was identified in the FEIR which would lessen the impacts to the India Basin Scow Schooner Boatyard: **M-CR-1d: Retain the Boatyard Office Building**, as more fully described in the FEIR (p. 3.4-51), but not to a less-than-significant level For the reasons explained above, the Commission concludes that mitigation measure **M-CR-1d** is infeasible. As noted above, even with implementation of M—CR-1d, the impacts on the India Basin Scow Schooner Boatyard would remain significant and unavoidable with mitigation. Thus, the impact of the Project on the built environment even with the imposition of the feasible mitigation measures discussed above would continue to be significant and unavoidable with mitigation.

B. Transportation and Circulation

Impact C-TR-2: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would substantially contribute to significant cumulative impacts related to transportation and circulation for transit delay (DEIR pp. 3.5-97 to 3.5-99: RTC pp. 4-49 to 4-51).

The Project would result in an increase in the round-trip travel time that would exceed the half-headway threshold of 3 ¼ minutes during the weekday a.m. and p.m. peak hours. Therefore, these cumulative transit impacts would be significant, and the contributions of the Project to the respective impacts would be cumulatively considerable. Implementing **Mitigation Measure M-C-TR-2: Implement Transit-Only Lanes**, as more fully described in the FEIR (pp. 3.5-98 to 3.5-99), would reduce the cumulative contribution of the Project to transit-delay impacts to less than significant. However, because SFMTA cannot commit to implement these improvements at this time, the impact would be significant and unavoidable with mitigation.

C. Noise

Impact NO-4: Noise from surface transportation sources associated with operation of the Project would result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project (DEIR pp. 3.6-31 to 3.6-34; RTC pp. 4-62 to 4-67).

Based on predicted operational impacts at the 700 Innes property associated with an increase in off-site traffic and associated noise of the Project, the overall operational impact related to a substantial permanent increase in ambient noise levels in the project vicinity above levels that would exist without the project would be significant and unavoidable. As the Project is constructed in phases, new occupants or workers at and adjacent to the project site will be exposed to temporary noise from construction activities including vehicles going to and from the construction area. Typically, mitigation measures for reducing such transportation noise as heard by existing noise-sensitive community receivers, would entail designing and placing barriers along transportation corridors. Such measures are considered infeasible here because they would (as a consequence) likely block access to private property and conflict with urban design policies. To be effective in providing a noise reduction benefit, soundwalls generally need to be

contiguous and free of penetrations for purposes such as access to residential driveways. Further, sound walls are not a practical design solution along urban streets that are designed to have frontages visible from the street to create a visually attractive street corridor, especially where groundfloor commercial uses and an appealing pedestrian environment are encouraged.

Impact C-NO-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would substantially contribute to cumulative impacts related to noise (DEIR pp. 3.6-40 to 3.6-46; RTC p. 4-67).

Cumulative construction-related noise impacts from off-site construction traffic would be less than significant, and cumulative construction activity noise may be significant depending on site-specific factors such as proximity to the project or variant noise-sensitive receptors and the application of appropriate noise mitigation measures. However, the overall cumulative noise impact of the Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the Project Site would be significant and unavoidable. This conclusion was reached largely because the Project would make a cumulatively considerable acoustical contribution of increased roadway traffic noise.

No feasible mitigation measures are available to reduce the significant cumulative noise impact along the affected roadway segments, because the affected property is privately owned, thereby creating access constraints and limitations relative to additional mitigation. Therefore, the impact would be significant and unavoidable.

D. Air Quality

Impact AQ-1: The Project would generate emissions of criteria pollutants and precursors during construction, operations, and overlapping construction and operational activities that could violate an air quality standard, contribute substantially to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria pollutants (DEIR pp. 3.7-35 to 3.7-58; RTC pp. 4-68 to 4-70).

Construction

Construction emissions are described as "short term" or temporary; however, they have the potential to represent a significant impact with respect to air quality. Construction of the Project would temporarily generate emissions of reactive organic gas ("ROG"), oxides of nitrogen ("NO_X"), particulate matter equal to or less than 10 microns in diameter ("PM_{10}"), and particulate matter equal to or less than 2.5 microns in diameter ("$PM_{2.5}$"). ROG and NO_X emissions are associated primarily with mobile equipment exhaust, including off-road construction equipment and on-road motor vehicles.

The primary source of construction-related emissions would be exhaust from mobile equipment, including off-road equipment and hauling trips during the demolition and grading phases. The majority of the emissions would result from construction at the 700 Innes property. Construction-related emissions of NO_X under the Project would exceed the thresholds of significance. Therefore, construction emissions could violate an ambient air quality standard or contribute substantially to an existing violation. Thus, this overall construction air quality impact could be significant. **Mitigation Measures M-AQ-1a: Minimize Off-Road Construction**

Equipment Emissions, M-AQ-1b: Minimize On-Road Construction Equipment Emissions, M-AQ-1c: Utilize Best Available Control Technology for In-Water Construction Equipment, and **M-AQ-1d: Offset Emissions for Construction and Operational Ozone Precursor (NO_X and ROG) Emissions**, as more fully described in the FEIR (pp. 3.7-39 to 3.7-40, pp. 3.7-40 to 3.7-41, pp. 3.7-41 to pp.3.7-42, and3.7-42 to 3.7-43, respectively), would be implemented to reduce NO_X emissions to the greatest extent feasible. Although the RPD portion of the Project would be subject to the requirements of the City's Clean Construction Ordinance, the mitigation measure requirements in M-AQ-1a would exceed the requirements of the City's Clean Construction Ordinance. Mitigation Measures M-AQ-1a and M-AQ-1d would be consistent with or exceed the requirement of the City's Clean Construction ordinance and would apply to all project site properties during construction of the Project.

Mitigation Measure M-AQ-1a would reduce construction-related emissions of ROG, NO_X, PM_{10}, and $PM_{2.5}$; however, NO_X emissions would continue to exceed the threshold. Therefore, implementation of Mitigation Measure M-AQ-1d, which would require offsets for the maximum year of combined construction and operational emissions as shown in the DEIR, has the potential to reduce construction-related NO_X emissions. While use of the step-down schedules in Table M-AQ-1a-1 in the DEIR could alter the residual NO_X emissions requiring offsets under Mitigation Measure M-AQ-1d, use of these waivers is not expected to occur frequently enough to alter the amount of offsets that would be required under Mitigation Measure M-AQ-1d. However, at this time, the Project Sponsors have not identified a specific offset project that could achieve the amount of offset needed to fully offset otherwise unmitigated ROG and NO_X emissions by Mitigation Measures M-AQ-1a through M-AQ-1c. Bay Area Air Quality Management District ("BAAQMD") may be able to identify and implement an emissions reduction project funded with the fee provided by Mitigation Measure M-AQ-1d. However, implementation of an offset project through BAAQMD is outside the control of the Project Sponsors or the City and is therefore uncertain. Thus, even with the implementation of Mitigation Measures M-AQ-1a through M-AQ-1d, the Project would violate an air quality standard, contribute to an existing or projected air quality violation, and cause a cumulatively considerable net increase in criteria air pollutants during construction. This overall construction air quality impact of the Project would be significant and unavoidable with mitigation.

Construction-Related Fugitive Dust

The San Francisco Health Code Article 22B and San Francisco Building Code Section 106A.3.2.6 collectively constitute the Construction Dust Control Ordinance. The ordinance requires that all site preparation work, demolition, or other construction activities in San Francisco that have the potential to create dust or to expose or disturb more than 10 cubic yards or 500 square feet of soil comply with specific dust control measures whether or not the activity requires a permit from the Department of Building Inspection. For projects larger than 0.5 acre, the Dust Control Ordinance requires that the project sponsor submit a dust control plan for approval by the San Francisco Department of Public Health before DBI issues a building permit.

Building permits will not be issued without written notification from the Director of Public Health that the applicant has a site-specific dust control plan, unless the Director waives the requirement. The Construction Dust Control Ordinance requires Project Sponsors and contractors responsible for construction activities to control construction dust on the site or

implement other practices that result in equivalent dust control that are acceptable to the Director of Public Health. Dust suppression activities may include watering all active construction areas sufficiently to prevent dust from becoming airborne; increased watering frequency may be necessary whenever wind speeds exceed 15 mph. Reclaimed water must be used if required by Article 21, Section 1100 et seq. of the San Francisco Public Works Code. All four project properties would be subject to the requirements of the Construction Dust Control Ordinance. Compliance with the regulations and procedures set forth by the Construction Dust Control Ordinance would ensure that potential dust-related air quality impacts would be less than significant for all project properties. No mitigation measures are necessary.

Operational Emissions of Criteria Air Pollutants

Operational emissions would exceed thresholds for ROG and NO_X. The primary source of ROG emissions would be area sources at the 700 Innes property. Mobile sources would be the primary source of NO_X emissions across all properties. The variant includes a larger amount of vehicle trips associated with the land uses, resulting in greater emissions from mobile sources. Therefore, implementation of **Mitigation Measures M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators**, and **M-AQ-1f: Prepare and Implement Transportation Demand Management**, as more fully described in the FEIR (p. 3.7-50 and pp. 3.7-50 to 3.7-53, respectively), would be required to reduce operational emissions.

Even with implementation of Mitigation Measures M-AQ-1e and the estimated emissions reductions from M-AQ-1f assuming implementation to the maximum extent feasible, the Project would continue to exceed thresholds for ROG emissions and the variant would continue to exceed thresholds for ROG and NO_X emissions. Implementation of Mitigation Measure M-AQ-1d has the potential to further reduce operational mobile-source emissions of ROG and NO_X to below the BAAQMD threshold. However, at this time, the Project Sponsors have not identified a specific offset project that could achieve the amount of offset needed to fully offset otherwise unmitigated ROG and NO_X emissions by Mitigation Measures M-AQ-1a through M-AQ-1c, M-AQ-1e, and M-AQ-1f. BAAQMD may be able to identify and implement an emissions reduction project funded with the fee provided by Mitigation Measure M-AQ-1d. However, implementation of an offset project through BAAQMD is outside the control of the Project Sponsors or the City and is therefore uncertain. Therefore, operation of the Project could violate an air quality standard, contribute to an existing or projected air quality violation, and cause a cumulatively considerable increase in criteria air pollutants. This overall operational air quality impact would be significant and unavoidable with mitigation with implementation of Mitigation Measures M-AQ-1d through M-AQ-1f.

Overlap of Construction and Operation

Because residual emissions generated from construction and operation of the Project could violate an air quality standard, contribute substantially to an existing or projected air quality violation, and would be cumulatively considerable, these residual air pollutant emissions are conservatively considered significant and unavoidable with mitigation.

Overall Impact Conclusion

The impact conclusion would be significant and unavoidable with mitigation for ROG and NO_X emissions during construction, operation, and overlapping construction and operation, and cumulatively even with implementation of Mitigation Measures M-AQ-1a through M-AQ-1f. Therefore, the overall impact related to generation of emissions that could contribute to new, or exacerbate existing, air quality violations in the San Francisco Bay Area Air Basin ("SFBAAB") would be significant and unavoidable with mitigation.

Impact AQ-3: The Project would generate emissions that could expose sensitive receptors to substantial pollutant concentrations (DEIR pp. 3.7-60 to 3.7-76; RTC pp. 4-70 to 4-71).

The Project Site is located in an area with nearby sensitive receptors. In addition, the Project would develop residential land uses that would be considered sensitive receptors. During construction of the Project, construction-related emissions of toxic air contaminants ("TACs") and $PM_{2.5}$ could expose nearby sensitive receptors to substantial pollutant concentrations. Furthermore, because residential receptors would be developed on the project site while construction continues to build out the remainder of the project, proposed residents could be exposed to concentrations of pollutants generated by construction under the Project, which could exacerbate conditions. After buildout of the Project, air pollutant emissions generated during day-to-day activities could expose nearby sensitive receptors to substantial pollutant concentrations.

The Project would have a significant impact due to construction and operation for $PM_{2.5}$ and excess cancer risk. Under the Project, implementing Mitigation Measures M-AQ-1a through M-AQ-1f would reduce concentrations of $PM_{2.5}$ from construction and operation of the Project below the values reported in Table 3.7-34 in the DEIR, but $PM_{2.5}$ concentrations would still be greater than the Air Pollutant Exposure Zone ("APEZ") thresholds as there is uncertainty in the effectiveness of Mitigation Measures M-AQ-1b, M-AQ-1c, M-AQ-1d, and M-AQ-1f. Mitigation Measures M-AQ-1a and M-AQ-1f would reduce the excess cancer risk to below the APEZ thresholds and thus the project would result in a less than significant impact with mitigation related to excess cancer risk. The impact conclusion related to $PM_{2.5}$ concentrations during construction and operation of the Project would be significant and unavoidable with mitigation. Therefore, the overall impact related to generation of emissions that would expose sensitive receptors to substantial pollutant concentrations would be significant and unavoidable with mitigation.

Impact-C-AQ-1: The Project, in combination with past, present, and reasonably foreseeable future development in the project area, would contribute to cumulative regional air quality impacts (DEIR p. 3.7-77).

The contribution of a project's individual air pollutant emissions to regional air quality impacts is, by its nature, a cumulative effect. Emissions from past, present, and future projects in the region also have contributed or will contribute to adverse regional air quality impacts on a cumulative basis. No single project by itself would be sufficient in size to result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulative regional air quality conditions.

As described above, the project-level thresholds for criteria air pollutants are based on the levels at which new sources are anticipated to contribute to an air quality violation or result in a considerable net increase in criteria air pollutants. Emissions under the Project would exceed the project-level thresholds. Therefore, the Project would result in a considerable contribution to cumulative regional air quality impacts. Implementing Mitigation Measures M-AQ-1a through M-AQ-1f would reduce this impact, but not to less than significant. This impact would be significant and unavoidable with mitigation.

Impact C-AQ-2: The Project, in combination with past, present, and reasonably foreseeable future development in the project area, would contribute to cumulative health risk impacts on sensitive receptors (DEIR pp. 3.7-77 to 3.7-85).

When $PM_{2.5}$ impacts of the Project are added to the cumulative conditions for the year 2040, either the Project would result in a cumulatively considerable contribution to a 2040 cumulative impact. Implementing Mitigation Measures M-AQ-1d, M-AQ-1e, and M-AQ-1f would reduce the Project's contribution, but not sufficiently to result in an annual average concentration below the APEZ threshold of 9.0 $\mu g/m^3$ and the project and variant contribution threshold of 0.2 $\mu g/m^3$. The cumulative impact of the $PM_{2.5}$ concentrations related to emissions that would expose sensitive receptors to substantial pollutant concentrations would be significant and unavoidable with mitigation. The cumulative impact of the total excess cancer risk related to emissions that would expose sensitive receptors to substantial pollutant concentrations would be less than significant.

The Project would be required to implement Mitigation Measures M-AQ-1d through M-AQ-1f. Implementing those mitigation measures would reduce the emissions of TACs and the $PM_{2.5}$ modeled impacts, but not to less than significant. Therefore, the cumulative air quality impact would be significant and unavoidable with mitigation.

E. Wind

Impact WI-1: The Project would alter wind in a manner that substantially affects public areas or outdoor recreation facilities (DEIR pp. 3.9-6 to 3.9-21; RTC p. 4-72).

Construction

The potential exists for wind-hazard impacts to occur during partial build-out that may not occur at full build-out because of insufficient protection from the effects of strong winds that might otherwise be provided when all buildings are constructed. This scenario likely would occur only at locations adjacent to buildings at least 100 feet tall. Most of the buildings for the Project would be less than 100 feet tall. During partial build-out, wind hazards could occur at public locations not identified in the wind tunnel study, and wind effects at identified wind-hazard locations could be greater in severity or duration than shown by the study. This impact during the phased buildout period could be significant. Such wind hazards would likely exist until buildings on adjacent parcels are completed and able to provide shelter from the wind. Implementing **Mitigation Measures M-WI-1a: Wind Impact Analysis and Mitigation for Buildings 100 Feet or Greater in Height During Partial Buildout** and **M-WI-1b: Temporary Wind Reduction Measures during Construction**, as more fully described in the FEIR (pp. 3.9-7

to 3.9-9 and p. 3.9-9, respectively), would reduce the severity and duration of wind impacts adjacent to buildings at least 100 feet tall during the construction period under partial build-out conditions.

Implementation of Mitigation Measures M-WI-1a and M-WI-1b would reduce the severity of hazardous wind impacts during construction. However, because interim wind effects occurring during the phased buildout period could differ from those tested in the wind tunnel, it is unknown whether Mitigation Measure M-WI-1a or Mitigation Measure M-WI-1b would reduce impacts to a less-than-significant level. As a result, the impact of the Project related to interim hazardous wind conditions during construction would be significant and unavoidable with mitigation.

Operation

Implementing the Project would introduce an obstruction to wind blowing across the site. Thus, the Project would generally have a positive effect on the wind microclimate, reducing the total number of locations exceeding the wind-hazard criterion and the total duration of hazardous winds relative to existing conditions. However, as shown in Table 3.9-1 of the DEIR, the wind speed and duration of hazardous winds would increase at several locations. Pedestrians and cyclists would have a difficult time maintaining their balance while passing through these locations and could be at risk of injury.

On balance, the increase in wind speed and duration of hazardous winds at these locations outweighs the overall improvement in wind conditions on the project site. For this reason, the operational wind impact of the Project could be significant. An effort would be made to reduce the wind hazards that would occur or to limit the exposure to those hazards by residents and visitors through implementation of **Mitigation Measure M-WI-1c: Reduce Effects of Ground-Level Hazardous Winds through Ongoing Review**, as more fully described in the FEIR (pp. 3.9-19 to 3.9-20). However, even with the implementation of Mitigation Measure M-WI-1c, this operational impact of the Project would be significant and unavoidable with mitigation.

V. EVALUATION OF PROJECT ALTERNATIVES

This section describes the Project as well as the Project alternatives (the "Alternatives") and the reasons for approving the Project and for rejecting the Alternatives. This section also outlines the project objectives and provides a context for understanding the reasons for selecting or rejecting alternatives.

CEQA mandates that an EIR evaluate a reasonable range of potentially feasible alternatives to the Project or the Project location that generally reduce or avoid potentially significant impacts of the Project. CEQA requires that every EIR also evaluate a "No Project" alternative. Alternatives provide a basis of comparison to the Project in terms of their significant impacts and their ability to meet project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the Project.

The Planning Department considered a range of alternatives in Chapter 4 of the FEIR. After an extensive alternative screening and selection process, the Planning Department selected five alternatives, in addition to the Project, to carry forward for detailed analysis in the FEIR:

- Alternative A: No Project Alternative
- Alternative B: Code Compliant Alternative
- Alternative C: Reduced Development Alternative
- Alternative D: Full Preservation Alternative
- Alternative E: Partial Preservation Alternative.

These alternatives adequately represent a range of potentially feasible alternatives to the Project. Each alternative is discussed and analyzed in these findings, in addition to being analyzed in Chapter 4 of the FEIR. The Planning Commission certifies that it has independently reviewed and considered the information on the alternatives provided in the FEIR and in the record. The FEIR reflects the Planning Commission's and the City's independent judgment as to the alternatives. The Planning Commission finds that the Project provides the best balance between satisfaction of Project objectives and mitigation of environmental impacts to the extent feasible, as described and analyzed in the FEIR.

A. Reasons for Selecting the Project

While the FEIR analyzed both the revised proposed project and the variant, the City and Project Sponsors, subject to the required approvals, have decided to implement the revised proposed project. That Project would meet all the Project Objectives, and would provide numerous public benefits, including the following:

- **Housing.** The Project would add up to 1,575 housing units to the City's housing stock, including significant numbers of new below-market rate, affordable residential units.

- **Parks and Open Space**. The Project would create an approximately 20.81-acre network of new and/or improved parkland and open space, pathways, trails, ecological, recreational, neighborhood and cultural areas, including: a new shoreline network which would extend the Blue Greenway/Bay Trail and would provide pedestrian and bicycle connections to and along the shoreline, passive open space, recreation areas, piers, fishing areas, plazas, event areas, tidal marshes, facilities for concessions, drinking fountains, restrooms, passive recreational areas for picnicking, shade structures, bicycle parking, wayfinding signage, and historical and educational displays.

- **Site Remediation**. The Project would include site remediation throughout the Project Site. The 900 Innes and 700 Innes properties would undergo an environmental cleanup to remediate residual contaminants that are present because of historical industrial uses. The properties would be remediated to the levels necessary to protect future employees, residents, visitors, and ecological receptors under future proposed park and recreational uses.

- **Infrastructure.** The Project would provide a thorough geotechnical approach to the site and improvement of the shoreline, and a comprehensive strategy to address potential future sea level rise ("SLR") along with future funding for additional future sea level rise improvements, as set forth in more detail in the Development Agreement, Financing Plan and the Infrastructure Plan.

- **Transportation.** The Project's design and development would incorporate innovative and sustainable transit-first policies which will provide significant benefits to residents of and visitors to the project site, including a comprehensive transportation program; a convenient and attractive transit plaza; and transportation demand management features, as set forth in more detail in the Development Agreement and the Transportation Plan. The Project would also facilitate expansion of the City's existing transportation systems to connect the project to other districts, as set forth in the Development Agreement and the Transportation Plan.

- **Land Use and Sustainable Development**. The Project would implement a comprehensive sustainability strategy that includes principles, goals, targets and strategies for key elements including site design and land use, landscape and biodiversity, transportation, energy, water and wastewater, materials, solid waste, health, safety and security, community and society and economic development, all of which integrate the best principals of smart growth and quality urban design. Key elements of the Sustainability Plan include developing a currently underutilized site with mixed-use development and open space; committing to achieving Gold rating under the United States Green Building Council's LEED (Leadership in Energy & Environmental Design) for Neighborhood Development ("ND") rating system (July 2010 version) or its equivalent, while making a good faith effort to achieve the higher Platinum rating; creating a dense, compact land use plan located in close walking proximity to a multi-modal transit node, while also enabling a significant portion of the Project Site to be preserved or established as natural habitat; including enough residential density to create a viable community that supports neighborhood serving retail, community facilities, and transit infrastructure and service; and rehabilitation of historic resources such as 702 Earl Street and the Shipwright's Cottage, the later in compliance with the Secretary of the Interior's Standards for Rehabilitation; and locating neighborhood-serving uses and transit within walking and bicycling distance of all residences, making substantial improvements to the pedestrian and bicycle network, and making each of these modes of transit a viable alternative to automobiles for non-commute trips.

- **Economic Development, Jobs and Community Facilities**. The Project would provide a comprehensive package of educational, social, cultural, environmental, and public safety facilities and programs, including child-care facilities, community meeting rooms and other facilities, a welcome center and public exhibition space, and other recreational facilities. The construction of the Project will provide opportunities to generate thousands of annual construction jobs and hundreds of permanent jobs at project completion, encouraging participation by small and local business enterprises through a comprehensive employment and contracting policy.

B. Alternatives Considered for Detailed Analysis

CEQA provides that alternatives analyzed in an EIR may be rejected if "specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible . . . the project alternatives identified in the EIR." (Pub. Res. Code Section 21081(a)(3); CEQA Guidelines § 15091(a)(3).) The Commission has reviewed each of the alternatives to the Project as described in the FEIR that would reduce or

avoid some of the impacts of the Project and finds that there is substantial evidence of specific economic, legal, social, technological and other considerations that make these alternatives infeasible or unreasonable, for the reasons set forth below.

In making these determinations, the Planning Commission is aware that CEQA defines "feasibility" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors." The Commission is also aware that under CEQA case law the concept of "feasibility" encompasses (i) the question of whether a particular alternative promotes the underlying goals and objectives of a project, and (ii) the question of whether an alternative is "desirable" from a policy standpoint to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.

1. No Project Alternative

Under the No Project Alternative, the Project Site would foreseeably remain in its existing condition, and there would be no construction and no provision of new residential, commercial (retail, office, R&D), and recreational uses and open space. As such, the existing riprap, dilapidated piers, and creosote-treated piles would remain in place on the project site. Furthermore, no hazardous-materials remediation activities and preservation of historic resources would occur at the Project Site.

This alternative would not preclude development of another project on the project site should such a proposal be put forth by the project sponsor or another entity. However, it would be speculative to set forth such an alternative project at this time.

The Planning Commission rejects the No Project Alternative as infeasible and unreasonable because although it would eliminate the Project's significant and unavoidable impacts, it would fail to meet the Project Objectives (as described in the DEIR) and the City's policy objectives for the following reasons:

1) The No Project Alternative would not meet any of the Project Objectives;

2) The No Project Alternative would not fulfill key goals of the General Plan with respect to housing production. Among others, it would not fulfill the policies enshrined in the Housing Element, including Objective 1, "Identify and Make Available for Development Adequate Sites to Meet the City's Housing Needs, Especially Permanently Affordable Housing," Objective 11, "Support and Respect the Diverse and Distinct Character of San Francisco's Neighborhoods," and Objective 12, "Balance Housing Growth With Adequate Infrastructure That Serves the City's Growing Population." Likewise, it would not meet many of the policies of the Bayview Hunters Point Area Plan, such as those included in Objective 6 of its Land Use Section. With no new housing created here and no construction, the No Project Alternative would not increase the City's housing stock of both market rate and affordable housing, would not create new job opportunities for construction workers, or in the case of the variant, opportunities for other jobs, and would not expand the City's property tax base.

3) In addition, the No Project Alternative would not fulfill key General Plan goals with respect to open space, including Objectives 1 and 13 of the Recreation and Open Space Element, "Ensure a Well Maintained, Highly Utilized, and Integrated Open Space System," and "Improve Access and Connectivity to Open Space," respectively. It would not meet, either, Objectives 12 or 13 of the Bayview Hunters Point Plan, Recreation and Open Space Section. The shoreline would not be redeveloped, as contemplated as part of the Project, and as such would not provide continuous access to the shoreline and continuous public open space along the shoreline, both key goals of the Bayview Hunter's Point Plan.

4) Under the No Project Alternative, existing conditions on the project site would not change. Contaminated soil and groundwater underlying the project site would not be remediated. This would not meet several key City goals and policies, such as Objectives 3 and 7 of the Environmental Protection Element of the General Plan, "Maintain and Improve the Quality of the Bay, Ocean, and Shoreline Areas," "Assure that the Land Resources in San Francisco Are Used in Ways that Respect and Preserve the Natural Values of the Land and Serve the Best Interests of all the City's Citizens," respectively.

5) The No Project Alternative would not include rehabilitation and preservation of historic resources at the Project Site.

6) The No Project Alternative would leave the Project Site physically unchanged. Because no development would occur at the Project Site, the amount of tax increment bonds available to support the construction of affordable housing, parks and open space, and critical utility, water quality, and transportation infrastructure would be substantially reduced.

For the foregoing reasons, the Planning Commission rejects the No Project Alternative as infeasible.

2. Code Compliant Alternative

The Code Compliant Alternative would include 1,240,100 gsf of residential use (1,240 units), 738,501 gsf of commercial space, 50,000 gsf of institutional/educational space, 679,900 gsf of parking (1,800 spaces), and 618,552 sf of recreational/open space. Compared to the revised proposed project, the Code Compliant Alternative would include less residential space (a decrease of 226,225 gsf and 335 units), more commercial space (an increase of 529,395 gsf), more institutional/educational space (an increase of 50,000 gsf), the same amount of parking, and less recreational/open space (a decrease of 448,668 sf). Compared to the variant, the Code Compliant Alternative would include more residential space (an increase of 822,800 gsf and 740 units), less commercial space (a decrease of 261,499 gsf), the same amount of institutional/educational space, less parking (a decrease of 37,465 gsf and 132 spaces), and less recreational/open space (a decrease of 448,668 sf).

The Code Compliant Alternative meets all applicable provisions of the Planning Code. Under this alternative, the project site would remain within the 40-X and Open Space (OS) height and

bulk districts and the Light Industrial (M-1), Heavy Industrial (M-2), Small-Scale Neighborhood Commercial (NC-2), and Public (P) zoning districts.

Development of the RPD Properties would be substantially similar to the Project, because the proposed development on these two properties has been designed to be code compliant. However, development of the BUILD Properties would differ from that contemplated under the Project.

The Code Compliant Alternative would include residential and commercial (retail, office, and R&D) uses on the 700 Innes property; however, under this alternative, the 700 Innes property would include more built square footage, which is closer to the maximum development that can be accommodated on the property and that is allowable under the Planning Code.

The proposed heights of the structures on the 700 Innes property would be lower under this alternative than under the proposed project. The India Basin Open Space and 700 Innes properties are located within the 40-X and OS height and bulk districts; therefore, the Code Complaint Alternative would have a 40-foot height limit with no bulk restriction. This would increase the total land coverage (i.e., total building footprint) of the 700 Innes property from 9.7 acres (422,532 gsf) under the proposed project to 13.3 acres or 579,348 gsf under the Code Compliant Alternative.

Because the 700 Innes property could receive more development in terms of total land coverage, the open space on this property would be reduced from 10.3 acres to 5.3 acres. The proposed project includes an approximately 5.63-acre open space, referred to as the "Big Green," on the 700 Innes property that would be eliminated under the Code Compliant Alternative, along with a reduction of the other open space areas on the 700 Innes property.

Like the proposed project, the Code Compliant Alternative would include transportation and circulation improvements including new and reconstructed streets, sidewalks, and pathways. However, the layout of the streets would be changed from the pattern presented under the proposed project to a more-simplified grid pattern with the primary egress/ingress to the 700 Innes property occurring on Innes Avenue at Griffith Street, Arelious Walker Drive, and Earl Street. Hudson Avenue, in its currently planned configuration, would contain a simplified painted Class 2 bike lane. Earl Street, Arelious Walker Drive, and Griffith Street would all function as two-way local streets with a moderate amount of on-street parking and Class 3 bike facilities to enable access to India Basin Shoreline Park. None of the bike lanes would be separated and they would all travel through the built environment. The Bay Trail would remain unchanged through the India Basin Open Space property. Like the proposed project, this alternative would also include a transportation demand management ("TDM") program, although the on-site Class 2 bike facilities may be limited because of space constraints. Similar to the proposed project, hazardous-materials remediation would occur on the 700 Innes property under the Code Compliant Alternative.

The Code Compliant Alternative would leave the 6.2-acre India Basin Open Space property in its existing condition with wetlands and a pedestrian pathway traversing the site along the Bay waterfront.

Due to the shorter heights of structures included as part of the Code Compliant Alternative, the Code Compliant Alternative would lessen (but not avoid) the significant adverse impact identified for the Project related to the topic of Wind. The Code Compliant Alternative would also lessen impacts of the Project that were found to be less than significant, or less than significant with mitigation, related to the topics of Aesthetics and Shadow. While the Code Compliant Alternative would result in the same less than significant, or less than significant with mitigation, impacts related to the topics of Recreation, Utilities and Service Systems, and Biological Resources, and the same significant adverse impacts identified for the Project related to the topics of Transportation and Circulation and Air Quality, these impacts would be slightly greater due to the increased square footage and decreased open space included as part of the Code Compliant Alternative.

The Planning Commission rejects the Code Compliant Alternative for the following reasons:

1) The Code Compliant Alternative would not avoid any of the significant and unavoidable impacts that were identified for the Project. Nor would the Code Compliant Alternative result in any changes to the significance determinations identified for the Project, and all mitigation measures would apply to this alternative. While the Code Compliant Alternative would lessen (but not avoid) the significant adverse impact identified for the Project related to the topic of Wind, it would not reduce to less-than-significant level any of the impacts identified as significant and unavoidable for the Project. Additionally, due to the Code Compliant Alternative's increased square footage and decreased open space, the Code Compliant Alternative would result in slightly greater impacts related to the topics of Transportation and Circulation, Air Quality, Recreation, Utilities and Service Systems, and Biological Resources. Therefore, overall, the Code Compliant Alternative would not provide environmental benefits in comparison to the Project and would result in slightly greater impacts than those identified for the Project.

2) This Code Compliant Alternative would not meet, or would substantially reduce the ability to meet, the project objectives identified in the EIR. The amount of open space included as part of the Project would be significantly reduced, with the open space on the 700 Innes property reduced from 10.3 acres to 5.3 acres. In addition, the Code Compliant Alternative would leave the 6.2-acre India Basin Open Space property in its existing condition with wetlands and a pedestrian pathway traversing the site along the Bay waterfront. As such, the alternative would be less effective than the Project in meeting the RPD Project objectives related to environment and sustainability, as well as recreation and education, including expanding public access to the Bay and "connecting India Basin Shoreline Park, 900 Innes, and India Basin Open Space with all seven properties along the India Basin cove." In addition, the alternative would be less effective than the Project in meeting the BUILD Project objective to "[p]reserve the shoreline areas of the project site for public park and public open space use." Because the Big Green would not be developed as part of the Code Compliant Alternative, the BUILD development would not include stormwater treatment swales and bioretention areas and improved and new wetlands contemplated as part of the Big Green under the Project. As such, the alternative would not meet the BUILD Project Objective to "[i]ncorporate environmental sustainability concepts and practices into the project,

including stormwater treatment swales and bioretention areas, improved and new wetlands, green building design, and construction practices."

3) The Code Compliant Alternative would meet the City's housing, open space and environmental protection policies cited above (Housing Element Objectives 1, 11 and 12; Recreation and Open Space Element Objectives 1 and 3, Environmental Protection Element Objectives 3 and 7, and the cited Objectives of the Bayview Hunters Point Area Plan) to a lesser extent than the Project, since the total number of housing units and the acreage of open space would be significantly reduced, and the remediation and enhancement of the shoreline would be more limited.

For the foregoing reasons, the Planning Commission rejects the Code Compliant Alternative as infeasible.

3. Reduced Development Alternative

Overall, the buildout of the Reduced Development Alternative would include 620,000 gsf of residential use (620 units), 75,000 gsf of commercial space (including retail, office, and R&D), 26,750 gsf of institutional/educational space, 360,000 gsf of parking (900 spaces), and 618,552 sq. ft. of recreational/open space.

The Reduced Development Alternative would include the same on-land recreational and commercial uses and associated parking and access on the India Basin Shoreline Park and 900 Innes properties as the revised proposed project; however, the in-water redevelopment would not include a new pier and dock extending from the India Basin Shoreline Park property (Figure 4-3a of the DEIR). Bicycle circulation improvements would also be implemented, including the Bay Trail extension through the India Basin Shoreline Park and 900 Innes properties and Class 1 and Class 3 facilities on streets.

Under the Reduced Development Alternative, similar to the revised proposed project, the existing dilapidated piers and creosote-treated piles would be removed and replaced in water areas connected with the India Basin Shoreline Park and 900 Innes properties. Existing riprap would be removed, existing tidal marsh wetlands would be restored, and new additional tidal marsh wetlands would be created near the shoreline of the India Basin Shoreline Park property. Furthermore, similar to the revised proposed project, hazardous-materials remediation activities and preservation of historic resources would occur on the India Basin Shoreline Park and 900 Innes properties.

Like the revised proposed project, the Reduced Development Alternative would include no structures on the India Basin Open Space property. The proposed uses at the 700 Innes property under this alternative would require some changes to the development controls (including increases in permitted height) through amendments to the General Plan, Planning Code text, and Zoning Map, including an India Basin SUD and Design Standards and Guidelines for development entitled through the SUD process and a development agreement.

The Reduced Development Alternative would include residential, commercial (retail, office, and R&D), institutional/educational, parking, and recreational/open space uses on the 700 Innes property. Compared to the revised proposed project, the total square footage of development

under this alternative would be reduced by approximately 50 percent, which is less development than is allowed on the property by the Planning Code. Under this alternative, the proposed heights of the structures on the 700 Innes property would be lowered in comparison to the revised proposed project at the proposed tower locations and throughout the rest of this property. However, the height and bulk would be slightly higher than under the Code Compliant Alternative, with the tallest building at 75 feet or approximately 6 floors.

The revised proposed project includes the Big Green, an approximately 5.63-acre open space on the 700 Innes property that would be eliminated under the Reduced Development Alternative, along with a reduction of the other 700 Innes property open space areas and semi-public internal open space areas.

Like the revised proposed project, the Reduced Development Alternative would include transportation and circulation improvements including new and reconstructed streets, sidewalks, and pathways. The street layout would be the same as under the revised proposed project. Similar bicycle circulation improvements would also be implemented, as well as Class 2 and Class 3 bicycle facilities on streets, but there would not be any improved bike trails through the existing 700 Innes property (where the Big Green would otherwise be located). The Bay Trail along the India Basin Open Space property would remain unchanged. Like the revised proposed project, this alternative would also include a TDM program, and hazardous-materials remediation would occur on the 700 Innes property.

The Reduced Development Alternative would leave the India Basin Open Space property in its existing condition with wetlands and a pedestrian pathway traversing the site along the Bay waterfront.

Because of the substantially lower number of residential units and the decrease in the gsf of commercial, office, R&D, institutional/educational, and open space/recreation uses, this alternative would lessen (but not avoid) most of the significant adverse impacts identified for the revised proposed project related to the topics of Noise, Air Quality, Transportation and Circulation, and Wind. The Reduced Development Alternative would also lessen impacts of the revised proposed project that were found to be less than significant, or less than significant with mitigation, related to the topics of Aesthetics, Population and Housing, Greenhouse Gas Emissions, Shadow, Recreation, Utilities and Service Systems, Public Services, Biological Resources, and Hazardous and Hazardous Materials.

The Planning Commission rejects the Reduced Development Alternative for the following reasons:

1) The Reduced Development Alternative would not avoid or substantially lessen any of the significant and unavoidable impacts that were identified for the Project. Nor would the Reduced Development Alternative result in any changes to the significance determinations identified for the Project, and all mitigation measures would apply to this alternative. However, the Reduced Development Alternative would have similar but slightly less severe significant impacts than the Project (i.e., the significance determination would be the same but the severity, magnitude and/or frequency of the impact would be notably less) with respect several resource areas, as explained in the

EIR. Overall, the Reduced Development Alternative would not provide substantial environmental benefits in comparison to the Project.

2) The Reduced Development Alternative would not meet, or would substantially reduce the ability to meet, the project objectives identified in the EIR, as set forth below.

3) Under the Reduced Development Alternative, the amount of open space included as part of the Project would be significantly reduced, with the open space on the 700 Innes property reduced from 10.3 acres to 5.3 acres. In addition, the Reduced Development Alternative would leave the 6.2-acre India Basin Open Space property in its existing condition with wetlands and a pedestrian pathway traversing the site along the Bay waterfront. As such, the alternative would be less effective than the Project in meeting the RPD Project objectives related to environment and sustainability, as well as recreation and education, including expanding public access to the Bay and "connecting India Basin Shoreline Park, 900 Innes, and India Basin Open Space with all seven properties along the India Basin cove." In addition, the alternative would be less effective than the Project in meeting the BUILD Project objective to "[p]reserve the shoreline areas of the project site for public park and public open space use." Because the Big Green would not be developed as part of the Reduced Development Alternative, the BUILD development would not include stormwater treatment swales and bioretention areas and improved and new wetlands contemplated as part of the Big Green under the Project. As such, the alternative would not meet the BUILD Project Objective to "[i]ncorporate environmental sustainability concepts and practices into the project, including stormwater treatment swales and bioretention areas, improved and new wetlands, green building design, and construction practices."

4) Because the Reduced Development Alternative would substantially reduce the scale of development at the site, the alternative would be substantially less effective than the Project in meeting the Project objective to "[p]rovide sufficient mixed-use development capacity (in terms of gross floor area and residential unit count) with a range of flexible uses that can respond to market demands and attract the private capital necessary to build out the Project in a timely fashion and financially support an array of public benefits, including public open space, a permanent maintenance and operations tax district, community job training and small business development opportunities, public transportation improvements and affordable housing."

5) The Reduced Development Alternative would not enhance the India Basin Shoreline Park and India Basin Open Space to the same level of design improvements, and this site would remain potentially vulnerable to sea-level rise and flooding from Bay inundation. Without these design improvements, the property would require additional maintenance or adaptation for sea level rise over time. For these reasons, this alternative would meet the open space and environmental protection policies cited above (Objectives 1 and 13 of the Recreation and Open Space Element, and Objectives 3 and 7 of the Environmental Protection Element) to a lesser extent as the Project.

6) The Reduced Development Alternative would construct approximately half the amount of housing and further would not add the same amount of funds for increasing

affordable housing in San Francisco, and employment opportunities under this alternative would be less than under the Project. Therefore, this alternative would be substantially less effective than the Project in meeting the Project objective to "[c]onstruct high-quality housing with sufficient density to contribute to active uses on the project site while offering a mix of unit types, sizes, and affordability to accommodate a range of potential residents." For the same reasons, it would meet to a lesser degree than the Project the City's policies and objectives with regards to housing, affordable housing, and employment, such as General Plan Housing Element Objective 1, "Identify and make available for development adequate sites to meet the City's housing needs, especially permanently affordable housing," and specifically, Policies 1.1 and 1.2 ("Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing," and "Focus housing growth and infrastructure-necessary to support growth according to community plans. Complete planning underway in key opportunity areas.")

For the foregoing reasons, the Planning Commission rejects the Reduced Development Alternative as infeasible.

4. Full Preservation Alternative

This alternative would have exactly the same components as the Project to 900 Innes Avenue and India Basin Shoreline Park except that cultural resources associated with the India Basin Scow Schooner Boatyard cultural landscape would be preserved. Under the Full Preservation Alternative, all three buildings (the Shipwright's Cottage, the Boatyard Office Building, and the Tool Shed and Water Tank building) that are significant features of the India Basin Scow Schooner Boatyard and contribute to the boatyard's CRHR eligibility would be rehabilitated to SOI Standards. The Full Preservation Alternative would also propose that plantings and new park furniture would be designed to retain the industrial character of the cultural landscape. Under this alternative, the Griffith Street right-of-way alignment and width would be maintained and would be designed as a stepped path rather than wood stairs.

The full preservation alternative would be the same as the Project in terms of proposed development at the India Basin Open Space and 700 Innes properties, including the relocation and rehabilitation of 702 Earl Street.

Impacts under the Full Preservation Alternative would be similar to impacts under the Project with respect to the following environmental topics: Land Use and Planning, Aesthetics, Population and Housing, Transportation and Circulation, Noise, Air Quality, GHG Emissions, Wind, Shadow, Recreation, Utilities and Service Systems, Public Services, Biological Resources, and Hydrology and Water Quality. However, because all significant buildings that contribute to the India Basin Scow Schooner Boatyard cultural landscape would be rehabilitated to SOI Standards, and new construction and plantings would be designed to maintain the industrial character of the landscape, the significant adverse impacts identified for the Project related to the topic of Cultural Resources would be reduced to less than significant with mitigation.

The Planning Commission rejects the Full Preservation Alternative for the following reasons:

1) The Full Preservation Alternative would result in the same impacts to those disclosed in the EIR for the Project in all topics except Cultural Resources. As noted above, because all significant buildings that contribute to the India Basin Scow Schooner Boatyard cultural landscape would be rehabilitated to SOI Standards, and new construction and plantings would be designed to maintain the industrial character of the landscape, the significant adverse impacts identified for the Project related to the topic of Cultural Resources would be reduced to less than significant with mitigation. Overall, the Full Preservation Alternative would result in substantially similar environmental impacts as those identified for the Project, except in the topic of Cultural Resources, but would fail to meet the basic objectives of the Project, as explained below.

2) The Full Preservation Alternative would not meet, or would substantially reduce the ability to meet, the project objectives identified in the EIR, as set forth below. Specifically, because the Full Preservation alternative would include rehabilitation of the India Basin Scow Schooner Boatyard cultural landscape to SOI standards, the following RPD Project Objectives would not be met:

- This alternative would not "[c]reate a safe environment for park users that includes increased visibility of park spaces, including direct sightlines from bordering streets to the water."
- This alternative could not "[c]reate an entry experience from Innes Avenue that highlights the features of both the cultural and natural landscape, maintains sightlines to the waterfront, and contributes to a seamless park user experience and sense of place as a neighborhood center."
- This alternative would not "[c]reate a center for waterfront programming with a variety of active and passive recreational opportunities, and strengthen the quality of existing parks and facilities."
- This alternative would not "[d]esign park spaces that are safe and inviting and that follow departmental best practices for successful maintenance."
- This alternative would not "[c]reate Americans with Disabilities Act (ADA)–accessible pathways providing waterfront access and safe interactions with highly trafficked routes such as the Class 1 bicycle path."

3) In addition, the Full Preservation Alternative would result in undesirable results for the park, from a policy perspective. The retention of the Office Building and Tool Shed would increase opportunities in the park for graffiti, other forms of vandalism, and encampments, especially as there is no programming plan for these buildings and they may remain empty. Moreover, as described above in Section IV, retention of the Boatyard Office Building would be contrary to RPD's broader policy objectives, as expressed in its Strategic Plan, specifically, "Strategy 1: Inspire Public Space," and "Strategy 2: Inspire Play."

For the foregoing reasons, the Planning Commission rejects the Full Preservation Alternative as infeasible.

5. Partial Preservation Alternative

This alternative was selected because of its potential to reduce the cultural resource impact listed above. The Partial Preservation Alternative would be similar to the Project, but would ensure the retention of the Boatyard Office Building and interpretation of the Tool Shed and Water Tank building, significant features of the India Basin Scow Schooner Boatyard that contribute to the boatyard's CRHR eligibility.

This alternative would have exactly the same components as the Project except that cultural resources associated with the India Basin Scow Schooner Boatyard cultural landscape would be partially preserved.

The Partial Preservation Alternative seeks to rehabilitate and retain significant features of the California Register of Historical Resources-eligible India Basin Scow Schooner Boatyard cultural landscape, in order to maintain the historical significance of the cultural landscape while allowing for the creation of a new accessible park and recreation area. Similar to the Project, the Partial Preservation Alternative would rehabilitate the San Francisco Landmark Shipwright's Cottage to the Secretary of the Interior's Standards and retain the following significant features of the landscape: circulation pathways, storage and staging areas, marine way metal rails, ship hulls associated with the Hunters Point Ship Graveyard, views, and general site grade.

Differing from the Project, the Partial Preservation Alternative would retain the Boatyard Office Building, a significant feature of the landscape. While the building may not be rehabilitated to the SOI Standards under this alternative, some character-defining features of the Boatyard Office building would be retained in order to ensure that the building remains a significant feature of the cultural landscape. At a minimum, this would include retention or replacement-in-kind of a portion of the roof form, wood frame structure, and wood cladding so that the massing of the building is still expressed. If possible, the porthole openings on the southeast and southwest façade would be retained.

The Partial Preservation Alternative proposes to demolish the significant Tool Shed and Water Tank Building and to interpret it within the landscape. This may include interpreting the location of the building by incorporating an outline of the building into the ADA path and park design, keeping all or a portion of the foundation, or retaining or replacing-in-kind a portion of the building in order to convey the building's massing, roof form and materials as feasible.

Compared to the Project, the Partial Preservation Alternative aims to sufficiently maintain the integrity of location, design, association, and feeling of the cultural landscape by retaining the Boatyard Office Building as a significant structure to the cultural landscape and interpreting the Tool Shed and Boatyard Office Building in order to maintain the relationship between the Shipwright's Cottage and the significant landscape features along the shoreline.

The Partial Preservation Alternative would be the same as the Project in terms of proposed development at the India Basin Open Space and 700 Innes properties, including the relocation and rehabilitation of 702 Earl Street.

Impacts under the Partial Preservation Alternative would be similar to impacts under the Project with respect to the following environmental topics: Land Use and Planning, Aesthetics,

Population and Housing, Transportation and Circulation, Noise, Air Quality, GHG Emissions, Wind, Shadow, Recreation, Utilities and Service Systems, Public Services, Biological Resources, and Hydrology and Water Quality. Under the Partial Preservation Alternative, the significant features of the India Basin Scow Schooner Boatyard cultural landscape would receive the same treatment as under the Project except for the retention of the Boatyard Office Building and the interpretation of the Tool Shed and Water Tank building. Implementation of Mitigation Measures M-CR-1a, M-CR-1b, M-CR-1c, and, M-CR-1e would lessen impacts of the Partial Preservation Alternative on the India Basin Scow Schooner Boatyard cultural landscape to such a degree that the resource would still be able to convey the characteristics that justify its eligibility for listing in the CRHR. Thus, the overall impact on the India Basin Scow Schooner Boatyard cultural landscape would be less than significant with mitigation, instead of significant and unavoidable with mitigation as under the Project.

The Planning Commission rejects the Partial Preservation Alternative for the following reasons:

1) The Partial Preservation Alternative would result in the same impacts to those disclosed in the EIR for the Project in all topics except Cultural Resources. As noted above, because the Partial Preservation Alternative includes retention of the Boatyard Office Building and interpretation of the Tool Shed and Water Tank building, significant features of the India Basin Scow Schooner Boatyard that contributes to the boatyard's CRHR eligibility, the significant adverse impacts identified for the Project related to the topic of Cultural Resources would be reduced to less than significant with mitigation. Overall, the Partial Preservation Alternative would result in substantially similar environmental impacts as those identified for the Project, except in the topic of Cultural Resources, but would fail to meet the basic objectives of the Project, as explained below.

2) The Partial Preservation Alternative would not meet, or would substantially reduce the ability to meet, the project objectives identified in the EIR, as set forth below. Specifically, the Partial Preservation Alternative would substantially reduce the ability to meet, the following RPD Project objectives identified in the EIR:

   - Because retention of the Boatyard Office building in its current location would affect sightlines to the waterfront, this alternative would only partially meet the objective to "[c]reate a safe environment for park users that includes increased visibility of park spaces, including direct sightlines from bordering streets to the water."

   - Because retention of the Boatyard Office building in its current location would require revisions to site access from Innes Avenue and affect sightlines to the waterfront, this alternative would only partially meet the objective to "[c]reate an entry experience from Innes Avenue that highlights the features of both the cultural and natural landscape, maintains sightlines to the waterfront, and contributes to a seamless park user experience and sense of place as a neighborhood center."

   - This alternative would not "[d]esign park spaces that are safe and inviting and that follow departmental best practices for successful maintenance."

- Because retention of the Boatyard Office building in its current location would require revisions to site access from Innes Avenue and may impact the ADA pathway, this alternative would only partially meet the objective to "[c]reate Americans with Disabilities Act (ADA)–accessible pathways providing waterfront access and safe interactions with highly trafficked routes such as the Class 1 bicycle path."

3) In addition, the Partial Preservation Alternative would result in undesirable results for the park, from a policy perspective. The retention of the Office Building and elements of the Tool Shed would increase opportunities in the park for graffiti, other forms of vandalism, and encampments, especially as there is no programming plan for these buildings and they may remain empty. Moreover, as described above in Section IV, retention of the Boatyard Office Building would be contrary to RPD's broader policy objectives, as expressed in its Strategic Plan, specifically, "Strategy 1: Inspire Public Space," and "Strategy 2: Inspire Play."

For the foregoing reasons, the Planning Commission rejects the Partial Preservation Alternative as infeasible.

C. Alternatives Considered but Rejected from Further Consideration

Three alternatives were considered as part of the FEIR's overall alternatives analysis, but ultimately rejected from detailed analysis. The screening process for identifying viable EIR alternatives included consideration of the following criteria: ability to meet the project objectives; potential ability to substantially lessen or avoid environmental effects associated with the proposed project or variant; and potential feasibility. Those alternatives considered but rejected are as follows:

1. Leave In-Water Structures in Place

An alternative that would not include any in-water redevelopment was explored. This alternative would leave all current piers, piles, and riprap structures in their current condition (including those treated with creosote and/or in a dilapidated, unsafe condition). This alternative would also limit the ability to clean up the site with regard to hazardous materials, as many of the contaminated elements are at the shoreline edge or in the Bay. Without removal and remediation of harmful elements, portions of the properties would be harmful to the public and the Bay ecosystem and unsafe for development and use. Such areas on land and in water would need to be fenced off from the public. In addition, the residential and commercial uses may not be compatible without proper cleanup of the site. Thus, an alternative to leave in-water structures in place was eliminated from further consideration and is not evaluated in the EIR because it fails to meet basic project objectives described above regarding creating a safe environment for park users, public access to the Bay and prioritizing environmental cleanup to promote public health, safety, and welfare. In addition, by not addressing the edge of the Bay adjacent to new development, this alternative would not include landscape that would be adaptive and resilient alongside anticipated sea-level rise or conserve and strengthen natural resources.

2. 100 Percent Affordable Housing

An alternative to use the entire project site for affordable residential housing was explored; however, the cost to conduct hazardous materials cleanup and develop the land entirely with affordable housing residential uses does not make this alternative economically feasible. The property is located on real estate that is one of the last remaining waterfront properties in San Francisco. Constructing 100 percent affordable housing on the entire site would not be financially feasible or practical at this location and does not meet the project objectives related to provision of open space/park uses. To construct affordable housing on the 700 Innes property, all funds otherwise available for public benefits would be directed back into filling the financial gap for construction of these homes; therefore, no funds would be available to improve or build any new parks or open space, provide any transportation improvements, or subsidize any new art installations. This alternative would not meet some of the objectives described above such as including high-quality housing with sufficient density to contribute to 18-hour activity on the project site while offering a mix of unit types and sizes. It would also not provide sufficient mixed-use development capacity with a range of flexible uses that can respond to market demands and attract the private capital necessary to build out the Project in a timely fashion and financially support an array of public benefits, including public open space, a permanent maintenance and operations tax district, community job training and small business development opportunities, public transportation improvements and affordable housing. Moreover, this alternative would not reduce or eliminate any of the Project's environmental effects. Thus, a 100 percent affordable housing alternative was eliminated from further consideration and is not evaluated in the EIR.

3. No Brownfield Redevelopment

An alternative that would not involve any hazardous materials cleanup of the sites that are contaminated was considered. The cost to clean up the site is high and cleanup can take years to accomplish with limited funds. Without removal and remediation of harmful elements, portions of the properties would be harmful and unsafe for development. Therefore, use of the site would be limited and not practical for residential, commercial and recreational use. Some of the project objectives above would not be met including creating a neighborhood center that stimulates meaningful and inclusive local, citywide, and regional community engagement and creating a safe environment for park users, public access to the Bay and prioritizing environmental cleanup to promote public health, safety, and welfare would not be possible. In addition, the opportunity to improve the open space along the Bay would be lost and a seamless park user experience along India Basin that ensures a high level of waterfront and recreation access for neighborhood users, including connectivity to the Blue Greenway/Bay Trail, could not be achieved. Because this alternative does not meet the project objectives, a no brownfield redevelopment alternative was eliminated from further consideration and is not evaluated in the EIR.

4. 100 Percent Open Space/Park Use

An alternative was explored in which the entire site could be used for open space and park purposes that would be owned and operated by RPD. This alternative was considered and eliminated because the funds were not available to develop the entire site as open space/park. The cost of waterfront land in San Francisco is at a premium and the cost to clean up hazardous materials is also very high; therefore, without financial resources from a private developer, this alternative is not practical. Some of the project objectives would not be met as described above

including revitalizing a prime but underutilized southeastern waterfront site with a range of uses designed to increase housing at a range of affordability levels and providing increased business and employment opportunities and pursuing a balanced mix of residential, retail, and office space, as well as R&D space to support a viable, vibrant small-scale neighborhood retail district. In addition, several other objectives such as constructing high-quality housing with sufficient density while offering a mix of unit types, sizes, and affordability to accommodate a range of potential residents, and providing sufficient mixed-use development capacity with a range of flexible uses that can respond to market demands and attract the private capital necessary to build out the project site. As such, a 100 percent open space/park use alternative was eliminated from further consideration and is not evaluated in the EIR.

VI. STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to CEQA Section 21081 and CEQA Guideline Section 15093, the Planning Commission hereby finds, after consideration of the FEIR and the evidence in the record, that each of the specific overriding economic, legal, social, technological and other benefits of the Project as set forth below independently and collectively outweighs the significant and unavoidable impacts and is an overriding consideration warranting approval of the Project. Any one of the reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the Commission will stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this Section, and in the documents found in the record, as defined in Section I.

On the basis of the above findings and the substantial evidence in the whole record of this proceeding, the Planning Commission specifically finds that there are significant benefits of the Project to support approval of the Project in spite of the unavoidable significant impacts, and therefore makes this Statement of Overriding Considerations. The Commission further finds that, as part of the process of obtaining Project approval, all significant effects on the environment from implementation of the Project have been eliminated or substantially lessened where feasible. All feasible mitigation measures identified in the FEIR/IS and MMRP are adopted as part of the Approval Actions described in Section I, above.

Furthermore, the Commission has determined that any remaining significant effects on the environment found to be unavoidable are acceptable due to the following specific overriding economic, technological, legal, social and other considerations,

The Project will have the following benefits:

- **Housing.** The Project will add up to 1,575 housing units to the City's housing stock, including significant numbers of new below-market rate housing units, including the following:

    - Providing housing that could accommodate a range of household incomes and household types (e.g., families, seniors, singles, and formerly homeless), with

approximately up to 394 below-market rate units (approximately 25 percent of all new units).

- Providing up to 180 units at a level affordable to low income households.
- Providing approximately 139 inclusionary units for moderate income households.
- Providing that certain interim milestones be met as the Project is developed, ensuring that at each of those milestones the rate at which rental units are offered must not exceed, on average, a rate that would be affordable to households earning one hundred ten percent (110%) of Area Median Income.

- **Parks and Open Space**. The Project will create an approximately 20.81-acre network of new and/or improved parkland and open space, pathways, trails, ecological, recreational, neighborhood and cultural areas, including: a new shoreline network which would extend the Blue Greenway/Bay Trail and would provide pedestrian and bicycle connections to and along the shoreline, passive open space, recreation areas, piers, fishing areas, plazas, event areas, tidal marshes, facilities for concessions, drinking fountains, restrooms, passive recreational areas for picnicking, shade structures, bicycle parking, wayfinding signage, and historical and educational displays.

- **Site Remediation**. The Project will include site remediation throughout the Project Site. The 900 Innes and 700 Innes properties would undergo an environmental cleanup to remediate residual contaminants that are present because of historical industrial uses. The properties would be remediated to the levels necessary to protect future employees, residents, visitors, and ecological receptors under future proposed park and recreational uses.

- **Infrastructure.**
  - The Project will provide a thorough geotechnical approach to the site, including improvement of the shoreline.
  - The Project will implement a comprehensive strategy to address potential future sea level rise ("SLR") along with future funding for additional future sea level rise improvements, as set forth in more detail in the Development Agreement, Financing Plan and the Infrastructure Plan.

- **Transportation.** Essential to the development of India Basin are access and mobility improvements that expand transportation options and promote walking, cycling and public transit use over dependence on private automobiles. This spirit echoes the City of San Francisco's pioneering Transit First Policy, and reaffirms the community's commitment to healthy, sustainable, equitable transportation alternatives. The Project's design and development will incorporate innovative and sustainable transit-first policies which will provide significant benefits to residents of and visitors to the project site. These benefits, as set forth in more detail in the Development Agreement and the Transportation Plan, include:

- Delivering a comprehensive transportation program that includes multiple alternatives to use of the private automobile, including extensive bicycle and pedestrian path networks and contributions to transit infrastructure and service.

- Providing a convenient and attractive transit plaza at the intersection of Innes Avenue and Arelious Walker Drive—the main entry to the site. This location places the entire project site, and significant uphill areas within a five-minute walk, facilitating access to improved local and express bus services.

- Expansion of the City's existing transportation systems are proposed to connect the Project to other districts through a network of pedestrian, bicycle, and bus routes, including a comprehensive vision for streetscape and mobility improvements consistent with designs for the India Basin transportation corridor along Innes Avenue, Hunters Point Boulevard, and Evans Avenue, as described in the Hunters Point Shipyard Environmental Impact Report ("HPS EIR"). The Project would facilitate proposed transportation improvements which include new intersection signals and pedestrian crosswalks at five intersections, left-turn pockets at three intersections, and Innes Avenue Streetscape improvements. Transit stops for local and express buses would strategically be located at major entries to the site along Innes Avenue such that all parts of the development, parks, and shoreline are accessible in less than a five-minute walk from the stops. A combination of Class I and Class II bikeways through the site promote cycling as a dominant mode of transportation, and offer safe and continuous routes for all ages. Trails are expanded into a diverse and comprehensive network of pathways to promote a pedestrian-oriented district.

- Providing additional transportation demand management features such as a car-share program, bike-share stations and membership for residents, bicycle maintenance vouchers and bicycle repair stations, multi-modal wayfinding and real-time transportation displays in key locations throughout project site, carpool and vanpools, and a fleet of bicycles available at no charge to residents and employees until bike share stations are available, as detailed in the Project's Development Agreement.

- To promote healthy lifestyles and reduce auto traffic and emissions, street designs are intended to support walking, the use of bicycles, and public transportation.

- **Land Use and Sustainable Development**. The Project will implement a comprehensive sustainability strategy that includes principles, goals, targets and strategies for key elements including site design and land use, landscape and biodiversity, transportation, energy, water and wastewater, materials, solid waste, health, safety and security, community and society and economic development, all of which integrate the best principals of smart growth and quality urban design. Key elements of the Sustainability Plan include the following:

  - Developing a currently underutilized site with integrated open space, contributing to a series of Bayshore mixed-use development and open space.

- Committing to achieving Gold rating under the United States Green Building Council's LEED (Leadership in Energy & Environmental Design) for Neighborhood Development ("ND") rating system (July 2010 version) or its equivalent, while making a good faith effort to achieve the higher Platinum rating.

- Creating a dense, compact land use plan located in close walking proximity to a multi-modal transit node, residents, employees and visitors are encouraged to choose walking, bicycling and transit over the automobile, also enabling a significant portion of the Project Site to be preserved or established as natural habitat.

- Including enough residential density to create a viable community that supports neighborhood serving retail, community facilities, and transit infrastructure and service.

- Rehabilitation of historic resources such as 702 Earl Street and the Shipwright's Cottage.

- Locating neighborhood-serving uses and transit within walking and bicycling distance of all residences, making substantial improvements to the pedestrian and bicycle network, and making each of these modes of transit a viable alternative to automobiles for non-commute trips.

- **Economic Development, Jobs and Community Facilities.**

  - The Project will provide a comprehensive package of educational, social, cultural, environmental, and public safety facilities and programs, including child-care facilities, community meeting rooms and other facilities, a welcome center and public exhibition space, and other recreational facilities. The construction of the Project will provide opportunities to generate thousands of annual construction jobs and hundreds of permanent jobs at project completion, encouraging participation by small and local business enterprises through a comprehensive employment and contracting policy.

  - The Project will invest more than $50 million in infrastructure to serve the site including $16.5 million in transportation improvements.

  - The Project will create temporary construction jobs and permanent jobs in the retail sector and for building operations. These jobs will provide employment opportunities for San Francisco residents, promote the City's role as a commercial center, and provide additional payroll tax revenue to the City, providing direct and indirect economic benefits to the City.

  - Specifically, the Project will create approximately 3,505 construction job opportunities onsite over the build-out of the Project. Total annual payroll during peak periods is estimated to be $270 million. Construction spending will indirectly generate an approximately additional 1,792 jobs total in San Francisco over an approximately 17-year build out.

- In addition, the Project will create approximately 477 net new permanent jobs in the Project Site. Permanent jobs are estimated to generate an annual payroll of $43 million. In addition, economic activity from the Project is projected to generate multiplier effects on other businesses and employment, creating a projected additional 833 jobs from indirect and induced expenditures in the San Francisco economy.

- At full build-out, the Project will provide more than approximately $1,162,940,000 in net new property value (in constant dollars or $1,110,000,000 in nominal dollars).

Having considered the above, and in light of evidence contained in the FEIR and in the record, the Planning Commission finds that the benefits of the Project outweigh the unavoidable adverse environmental effects identified in the FEIR and/or IS, and that those adverse environmental effects are therefore acceptable.

INDIA BASIN

Design Standards and Guidelines

6 July 2018

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INDIA BASIN

Preface i

User Guide ii

Project Vision v

1.0 Master Plan Framework 1
1.1 Introduction
1.2 Planning Concept
1.3 Planning Framework
1.4 Placemaking

2.0 Public Realm and Open Space 60
2.1 Streets, Laneways, and Trails
2.2 Open Spaces
2.3 Public Realm and Open Space Elements
2.4 Ecology and Biodiversity

3.0 District Sustainability and Resilience 204
3.1 Water Conservation and Reuse
3.2 Stormwater
3.3 Energy and Greenhouse Gas Emissions
3.4 Materials
3.5 Refuse
3.6 Healthy Environment and Lifestyle
3.7 Interim Activation and Pilot Projects
3.8 Coastal Adaptation

4.0 Land Use 236
4.1 Land Use Planning Objectives
4.2 Land Use Designations
4.3 Permitted Uses
4.4 Other Uses
4.5 Ground Floor Use Requirements
4.6 Parking
4.7 Loading

5.0 Urban Form 258
5.1 Parcels and Parcel Breaks
5.2 Building Heights
5.3 Tower Controls
5.4 Setbacks
5.5 Stepbacks
5.6 Streetwall Requirments

6.0 Architecture 282
6.1 Architectural Intent
6.2 Base
6.3 Façade
6.4 Roof
6.5 High Performance Building Design

7.0 Signage and Wayfinding 310
7.1 Public Signage
7.2 Private Signage
7.3 Approvals Process

Appendix 332
A.1 Parcel Control Plan
A.2 Energy Analysis
A.3 Definition of Terms
A.4 List of Figures
A.5 Image Credits
A.6 References

Project Team/Acknowledgments A56

Historical Map of San Francisco (1895)

Preface

The India Basin Design Standards and Guidelines (DSG) provide a comprehensive framework for the transformation of the project site into a human-scaled, socially vibrant, amenity-rich, active and distinctive San Francisco neighborhood. This document represents the project sponsors' and community's collective values and aspirations for urban development. Explicit, actionable, site-specific improvements will leverage public and private investments to advance design vision. The DSG, in concert with associated project documents, comprise the regulatory construct for project implementation. The family of project documents includes:

- Environmental Impact Report (EIR) – fulfills project approval requirements with respect to the California Environmental Quality Act (CEQA), including the documentation of anticipated impacts and the identification of appropriate mitigation measures.
- Design Standards and Guidelines (DSG) – describes the project vision and conceptual framework for proposed improvements, and elaborates development controls for the open space and public realm, district sustainability, land use, urban form, architecture, wayfinding, and signage. Each reference in these Design Standards and Guidelines to the Planning Code or a specific section thereof shall mean the Planning Code in effect as of the date of the Development Agreement, except as otherwise set forth in the Development Agreement. For the purposes of this document, the terms 'Standards,' 'Guidelines,' and 'Goals' are understood to mean the following:

  Standards Mandatory, objective, and quantifiable specifications or other requirements applicable to the Project. Modifications to Standards require formal approval by the Planning Commission.

  Guidelines Specifications or requirements that are inherently subjective and therefore require discretionary interpretation by the Planning Department Staff. Guidelines differ from Standards in that variation from them does not require formal modification by the Planning Commission. Compliance may be evaluated, and guidelines amended or waived administratively, by Planning Staff.

  Goals Specifications or components of the project that the sponsors will pursue if financially feasible. Goals are ultimately non-binding and are aspirational.

- Infrastructure Plan – defines the infrastructure required to support implementation of the project.
- Shoreline Permit Application – details the specific improvements within the shoreline sub-area of the project including access, recreation, habitat, planting, materials, and adaptation elements submitted to agencies having jurisdiction.
- Special Use District – details the location, boundary, and conditions of the district to ensure the orderly, efficient, and effective development of the India Basin Plan Area.
- Development Agreement – details the terms of agreement between the project sponsor and the City and County of San Francisco for development in compliance with these Design Standards and Guidelines and with applicable regulatory statutes.

The vision for India Basin has been developed through a collaborative process, with input from community members, local agencies and departments, public advocacy organizations, and design and engineering experts. The Design Standards and Guidelines are a mechanism to realize this vision, building on substantial prior and parallel planning efforts including the India Basin Transportation Action Plan, the India Basin Waterfront Parks and Trails Vision Plan, the Blue Greenway Plan, the India Basin Shoreline Subarea Plan, and the India Basin Neighborhood Association's Shoreline Community Vision, among others.

User Guide

CHAPTER NUMBER

CHAPTER TITLE

Land Use

Chapter 04: Land Use

4.1 Land Use Planning Objectives
4.2 Land Use Designations
4.3 Permitted Uses
4.4 Other Uses
4.5 Ground Floor Use Requirements
4.6 Parking
4.7 Loading

San Francisco is a city of vibrant mixed-use neighborhoods. Most neighborhoods in San Francisco offer residents a variety of services and amenities within a comfortable, accessible pedestrian environment, and convenient access via public transit. The land use standards and guidelines detailed in the following pages support the goal of creating a vital, distinctive, and walkable neighborhood.

In order to create a complete neighborhood, Inner Basin includes elements in a variety of social amenities and services including a grocery store, a school, small scale retail and commercial spaces, and food and beverage options, in addition to a spacious public park with recreational facilities and waterfront access. A public market at the centerpiece of the neighborhood with the flexibility to accommodate a range of social activities including farmers and craft markets, music and art festivals and large community gatherings. The land use strategy for India Basin focuses social interaction along main routes and around key open spaces. Within a comfortable walking distance for all residents, these spaces encourage neighbors and visitors to mingle with and inhabit the public realm, experience the San Francisco Bay ecosystem, and enjoy community-serving amenities and services without needing to use a car.

CHAPTER SECTIONS

CHAPTER INTRODUCTION

SECTION NUMBER AND TITLE

INTRODUCTION

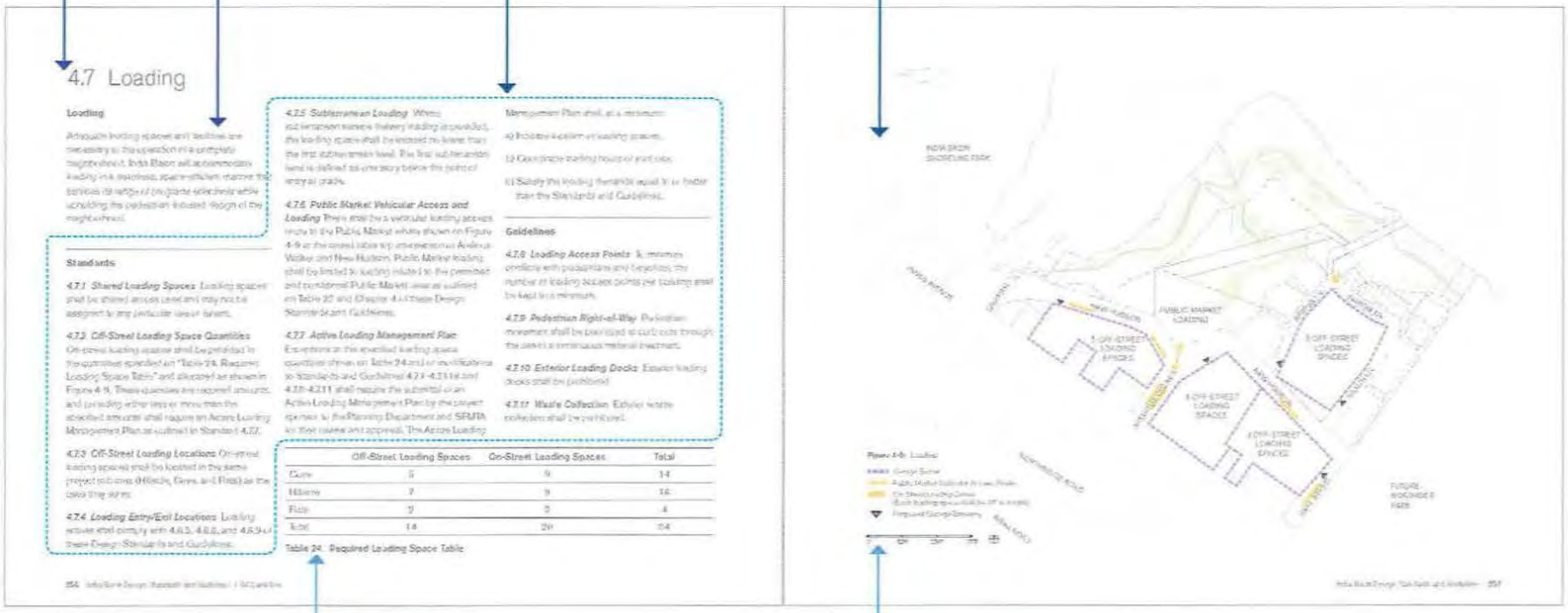
Description of rationale and intents

STANDARDS AND GUIDELINES

As Defined On Page i

FIGURES

Indicate the locations specified in the standards and guidelines, and illustrations that exemplify a range of means by which one might achieve the standards and guidelines



4.7 Loading

Loading

Although loading spaces and facilities are necessary to the operation of a successful neighborhood, India Basin will accommodate loading in a seamless, space-efficient manner that minimizes its impact on the space when it is not actively servicing the pedestrian-focused design of the neighborhood.

Standards

4.7.1 Shared Loading Spaces Loading spaces shall be shared across uses and may not be assigned to any particular user or tenant.

4.7.2 Off-Street Loading Space Quantities On-street loading spaces shall be provided in the quantities specified on "Table 24. Required Loading Space Table" and allocated as shown in Figure 4.9. Those quantities are required amounts, and providing either less or more than the specified amounts shall require an Active Loading Management Plan as outlined in Standard 4.7.7.

4.7.3 Off-Street Loading Locations On-street loading spaces shall be located in the same project sub-area (Historic, Core, and Flats) as the uses they serve.

4.7.4 Loading Entry/Exit Locations Loading access shall comply with 4.6.5, 4.6.6, and 4.6.9 of these Design Standards and Guidelines.

4.7.5 Subterranean Loading Where subterranean service delivery loading is provided, the loading spaces shall be located no lower than the first subterranean level. The first subterranean level is defined as one story below the point of entry at grade.

4.7.6 Public Market Vehicular Access and Loading There shall be a vehicular loading access route to the Public Market wholly shown on Figure 4.9 as the paved plaza and promenade on Avalon Walkway and New Hudson. Public Market loading shall be limited to loading inside it in the permitted and conditional Public Market uses as outlined on Table 22 and Chapter 4.4 of these Design Standards and Guidelines.

4.7.7 Active Loading Management Plan Exceptions to the specified loading space quantities shown on Table 24 and/or modifications to Standards and Guidelines 4.7.1–4.7.11 and 4.7.13–4.7.11 shall require the submittal of an Active Loading Management Plan by the project sponsor to the Planning Department and SFUTA for their review and approval. The Active Loading Management Plan shall, at a minimum:

a) Increase/reduce/eliminate loading spaces;

b) Coordinate loading hours of operation;

c) Satisfy the loading demands equal to or better than the Standards and Guidelines.

Guidelines

4.7.8 Loading Access Points To minimize conflicts with pedestrians and bicyclists, the number of loading access points per loading area shall be kept to a minimum.

4.7.9 Pedestrian Right-of-Way Pedestrian movement shall be prioritized at curb cuts through the use of a continuous material treatment.

4.7.10 Exterior Loading Docks Exterior loading docks shall be prohibited.

4.7.11 Waste Collection Exterior waste collection shall be prohibited.

	Off-Street Loading Spaces	On-Street Loading Spaces	Total
Core	5	9	14
Historic	7	9	16
Flats	2	2	4
Total	14	20	34

Table 24. Required Loading Space Table

Table Number and Name

Figure Number, Name, Legend, and Scale

Project Vision

The India Basin project reimagines urban life as integral with nature, creating a connected, complete, and human-scale urban village that contributes to the surrounding community and ecosystem.

In a once-isolated corner of San Francisco lies a quiet outcrop of overgrown and tranquil land, with lingering traces of an older age of craftsmanship. These reclaimed tidal flats are on the edge between wild, natural terrain and urban life; a perfect juxtaposition of both the city's past and its future. This is India Basin.

The India Basin redevelopment project presents an unparalleled vision for that future. The transformation of primarily vacant land through this multiphase, mixed-use development will create a uniquely pedestrian-first, human-scale neighborhood where amenities are accessible with a short walk. It reimagines urban life as integral with nature, creating a connected, complete, and human-scale urban village that contributes to the surrounding community and ecosystem. More than a development venture or park expansion, this innovative Public-Private Partnership advances the City's and community's aspirations for housing, jobs, shoreline adaptation, waterfront access, essential recreation space and vital community services.

Design for the India Basin project—and development of these Design Standards and Guidelines—has been guided by the principles listed on the following pages.

Guiding Principles

Complete the Neighborhood

At present, the India Basin community lacks many of the basic amenities found in San Francisco's more walkable neighborhoods. Evidence suggests increases in exercise and a reduction in pollution can be the results of access to amenities within walking or biking distance in a neighborhood. India Basin augments the existing neighborhood by adding a wide range of public services, retail businesses, and recreation options so the surrounding community can meet basic needs. Housing, transportation options, and access to open space are expanded as well.

Shape Public Space for Public Life

India Basin's focus on public life integrates a dynamic open space system, interweaving parks, plazas, and gathering places with an extensive pedestrian and bicycle network. Gathering places are varied and flexible—from the intimate Town Triangle to the Public Market to expansive waterfront terraces and boardwalks edging the shoreline—all combining in a way that can respond to and sustain population growth and change. Reinforcing the region's waterfront parklands, the project is structured for the neighborhood, while being connected to something larger.

Craft a Human-Scale Village

Contemporary development often lacks the attention to detail and subtle nuance which signifies the richness of experience found in pre-modern construction. The India Basin project emphasizes form, size, texture, proportion, and articulation of physical elements at the scale of human sensory perception. Using the composition of buildings and spaces, lower-floors of development, open space, and modular construction enables and enhances a broader range of human-scale experience.

Cultivate a Robust Urban Ecology

India Basin is a dynamic coastal environment with unique hydrology, topography, and habitat conditions representing a distinctive cross-section of San Francisco Bay ecology. The site presents a rare opportunity to achieve the degree of horizontal and vertical open space needed to nurture urban biodiversity. Streetscape, understory planting, tree selection, green roofs, and other elements work in concert to optimize ecological potential.

Foster an Authentic Sense of Place

The project embraces the history and unique physical characteristics of the site—harnessing its idiosyncratic qualities to create an authentic sense of place. Climate, topography, hydrology, ecology and maritime industrial heritage are evoked in the design of landscape, open space features, surfacing and material choice, architectural guidelines, and wayfinding to amplify the sharp juxtaposition between wilderness and urban living, surrounded by nature and kinetic energy within an urban framework that provides a sense of tranquility and community.

Grow a Legacy of Stewardship

A new non-profit entity—the India Basin Trust—with responsibility for operations, maintenance, programming, social capacity-building, and community resilience, has been created for the long term management and care of the India Basin project. The Trust's strategies for water, energy, waste, ecology, and resilience will highlight the India Basin sponsors' desire to be true stewards for this community and its natural ecology.

PUBLIC MARKET

India Basin, originally an overlooked and abandoned part of our industrial past, will be a revitalized, human-scale destination for nature and art lovers, and a home for a growing community looking for a place which combines nature and urban life in all its forms.

With its connection to the natural ecosystem, as well as its urban amenities, this project is the culmination of everything a thriving community needs to come together and last for generations.

01

View of Site From Hillside

Master Plan Framework

Chapter 01: Master Plan Framework

1.1 Introduction
1.2 Planning Concept
1.3 Planning Framework
1.4 Placemaking

As an important piece of the Bayview-Hunters Point neighborhood transformation effort, the India Basin Design Standards and Guidelines (DSG) provides a comprehensive framework for the transformation of the primarily vacant site into a vibrant, mixed-use, pedestrian-oriented, human-scaled neighborhood, with safe and convenient access to retail and service amenities and a variety of public open spaces. The project also strives to support a diverse range of habitats and ensure a sustainable and resilient future for India Basin.

This chapter presents the project background, context, planning concept and overall framework, which serves as the foundation for the India Basin Design Standards and Guidelines. Subsequent chapters detail specific design guidelines and development controls for the Public Realm and Open Space, District Sustainability and Resilience, Land Use, Urban Form, Architecture, and Signage and Wayfinding.

1.1 Introduction

1.1.1

Project Background

San Francisco is booming. The City and surrounding communities have enjoyed several years of strong growth, and the Metro's economy remains vibrant. Employment and wages are on the rise; the City's unemployment rate is among the lowest in the nation; and San Francisco's labor force participation rate is ten-percent higher than the national average. Population growth is at a 40-year high. As San Francisco's dynamic urban environment, quality of life and idyllic climate make the City a highly-attractive locale for both employers and the high-quality talent they seek, the City's innovation-fueled growth continues to draw people from across the country and around the world.

However, the latest economic boom is faced with an imbalance of housing supply and demand. Rising costs of living are contributing to displacement and a feeling of unease that the city is becoming less diverse and inclusive.

In the midst of this complex environment, India Basin presents a significant opportunity. With an iconic waterfront setting, stunning views, and close proximity to downtown San Francisco, India Basin is a chance for the City and the Bayview Hunters Point community to expand employment, increase housing options, augment public amenities, improve transit service, and create a regional-scale waterfront attraction which serves local residents and elevates the profile of the neighborhood. Beyond a development venture or park expansion, this innovative Private-Public Partnership advances the City's and community's aspirations for housing, jobs, shoreline adaptation, waterfront access, essential recreation space and vital community services.

As project co-sponsors, BUILD and the San Francisco Recreation and Parks Department (RPD) propose to redevelop adjacent parcels along the India Basin shoreline of San Francisco Bay. Towards this end, RPD and BUILD have formed a public-private partnership to transform privately owned vacant land and publicly owned but underutilized parkland into a new mixed-use waterfront community connected by a rich network of public parks. The project, detailed in the pages which follow, presents an unparalleled vision of the future—reimagining urban living as integral with natural ecology to create a connected, complete, and resilient village which contributes to the surrounding Bayview Hunters Point community.

View of Downtown from Site

2016

Context

Figure 1-1: Regional Context

Figure 1-2: Project Location

Regional Context

India Basin is located in the south-eastern quadrant of the city of San Francisco, at the heart of the Bay Area. The larger Bayview Hunters Point neighborhood—of which India Basin is a part—enjoys ready access to downtown San Francisco, Oakland and San Francisco International Airports, South San Francisco, San Mateo, and a number of other peninsula communities.

Project Location

The India Basin project site is centrally located among a number of the city's rapidly transforming eastern neighborhoods. Major redevelopment efforts in Mission Bay, Pier 70, Visitacion Valley and the Brisbane Baylands—among others—are expanding housing options and extending transit, community services, and neighborhood amenities into these under-served areas.

Neighborhood Context

The project site is located in the Bayview Hunters Point neighborhood, in the southeast quadrant of the city. Bayview is the sunniest neighborhood in San Francisco, home to a rich history and burgeoning creative scene complementing areas of picturesque landscape and a rich ecology.

South of India Basin, hundreds of acres of historically industrial land are undergoing transformation. The Shipyard and Candlestick Point redevelopment projects are bringing over 12,000 residences along with over 3 million square feet of research and development space focused on "green" and clean technology. Facilities will include a clean tech business incubator and the headquarters for the United Nations Global Compact Sustainability Center. Development of the two sites incorporates over 300 acres of parks and open space, including a complete renovation of the Candlestick Point State Recreation area. In total, Phase 1 and Phase 2 will generate hundreds of new construction jobs each year, and ultimately will create more than 10,000 permanent jobs.

Figure 1-3: Neighborhood Context

India Basin Transportation Action Plan

Expansion of the city's existing transit systems is proposed to connect the India Basin project to other districts, through a network of pedestrian, bicycle, and bus routes. The India Basin Transportation Action Plan (Action Plan) is a comprehensive vision for streetscape and mobility improvements to accelerate construction of the India Basin transportation corridor along Innes Avenue, Hunters Point Boulevard, and Evans Avenue, consistent with the Hunters Point Shipyard Environmental Impact Report (HPS EIR).

Transit stops for local and express buses are consolidated near major entries to the site along Innes Avenue, allowing all parts of the development to be accessible in a less than five-minute walk. A combination of Class I and Class II bikeways through the site promote cycling as a dominant mode of transportation, and trails are expanded into a diverse and comprehensive network to promote a more pedestrian-oriented district.

Figure 1-4: Citywide Transit Access to Site

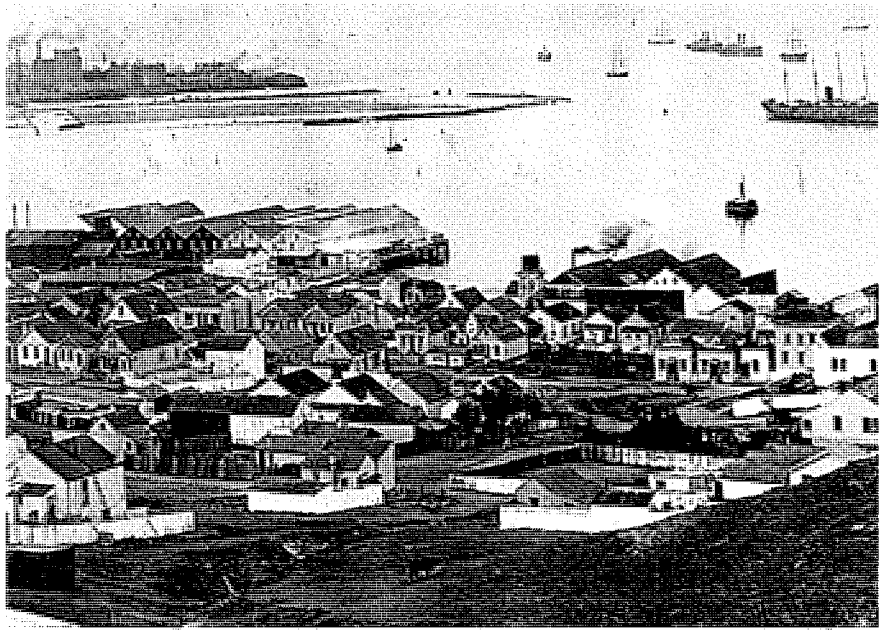
History

Site location overlayed on historic map of San Francisco,1895.

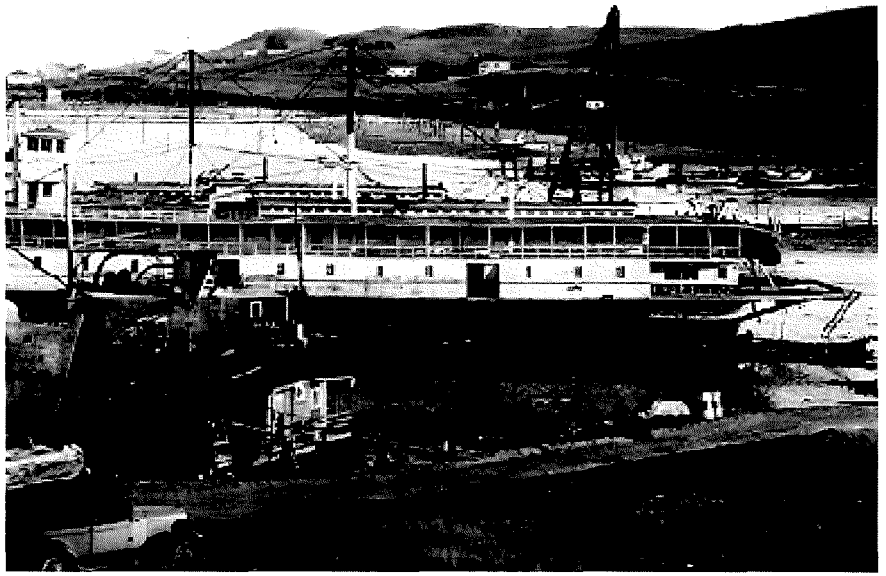
India Basin, c.1900

Site History

India Basin and the surrounding Hunters Point neighborhood share a storied history. Much of the peninsula and tidal flats remained uninhabited until the 1860s when proximity to a booming San Francisco made the area a strategic location. Construction of the California Dry Dock Company at the eastern tip of the peninsula in 1866 presaged the growth of maritime manufacturing and commerce. Beginning around 1870, San Francisco's bay scow schooner building industry began relocating to India Basin from Potrero Point and Islais Creek. Attracted by the availability of inexpensive land with deep water access, boat builders lined the southern edge of India Cove with boatyards alongside several Chinese shrimp camps. Most of the early yards were family-owned businesses operated by English, Scandinavian, and German immigrants. Boat yard owners and employees lived alongside one another in buildings designed for every day use rather than aesthetic, creating a linear "village" along 9th Avenue South (now Innes Avenue). The bay scow building industry began to decline in the 1920s with the introduction of the gas-powered launch, competition from short haul truckers, and the opening of the Bay Bridge in 1936. The Anderson & Cristofani yard endured for another half century however, concentrating on repair and maintenance work.



India Basin, 1920s



India Basin, 1928

India Basin remained a distinct and largely self-contained community until the eve of the Second World War, when the U.S. Navy's decision to purchase the Hunters Point Shipyard transformed the district. Well-paying jobs lured thousands of workers to San Francisco. Many of these new residents occupied new FHA-financed "junior fives," a home design focused on conformity and necessity, along Innes Avenue. Others took up residence in the rows of "temporary" war worker housing constructed by the FHA on along the ridge above India Basin.

Following the end of World War II, India Basin experienced dramatic demographic shifts and economic dislocation. In the immediate post-war period, operations at the shipyard scaled back, and residents suffered as employment opportunities declined. The remaining industries tended to be heavily polluting, contributing to the increasingly distressed reputation of the district. Continued ethnic tensions led to white flight from the area, particularly after riots erupted in 1966.

In 1965, owners of several dozen water lots north of Hudson Avenue between Griffith and Earl Streets filled them with debris from the construction of Interstate 280—in time to avoid restrictions on fill soon to be enacted by the Bay Conservation and Development Commission (BCDC). From the late 1960s until the late 1990s, India Basin did not change

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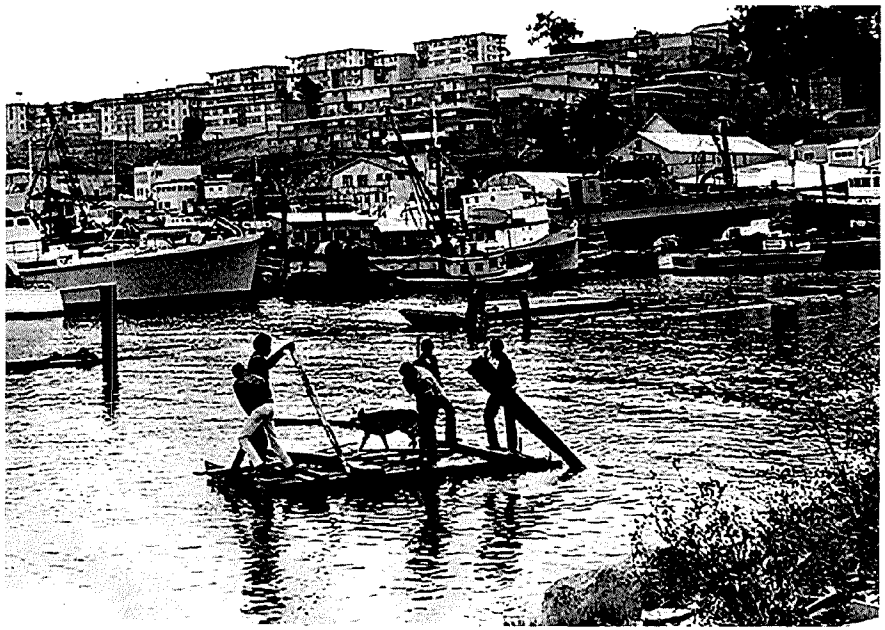


India Basin, 1969

Historic Shipwright's Cottage, 900 Innes

dramatically; the surviving boatyards remaining in business until recently. The last one to close was Allemand Brothers' yard at the foot of Griffith Street. Other light industrial businesses set up operations due to the availability of large lots and low land values. Beginning in the late 1990s, the availability of large undeveloped lots began to attract the interest of real estate developers who constructed a number of condominiums along the north side of Innes Ave.

Historic Resources

Although many of the older, nineteenth-century dwellings are long gone, the majority of the boat yard area still survives along India Cove, as well as a handful of historic dwellings dating from the last quarter of the nineteenth century and the first quarter of the twentieth century. The Shipwright's Cottage, located on RPD's adjacent 900 Innes site, dates from 1875 and is California Register of Historic Resources-eligible. A principle objective of RPD's proposal is to preserve and celebrate historic resources through the restoration of the historic Shipwright's Cottage and revitalization of the boatyard cultural landscape on this site.

Existing Conditions

Existing Site Conditions

The approximately 30-acre project site is generally bounded by San Francisco Bay on the north, the Hunters Point Shipyard Development project area on the east, and the 900 Innes site—the historic India Basin Boatyard owned by the San Francisco Recreation and Parks Department (RPD)—on the west. Innes Avenue runs along the southern side of the project site and is a main thoroughfare from Cesar Chavez Street to the Hunters Point Shipyard area. Along the project site, Innes Avenue is a four-lane, two-way road. The site itself is generally flat with a slope toward the Bay at the north-east corner, with the highest elevation along Innes Avenue and the lowest elevation along the shoreline.

Figure 1-5 shows the project site and the general property ownership boundaries. The parcels collectively referred to as 700 Innes total approximately 17 acres and are owned or will be acquired by BUILD. The 6.2 acre India Basin Open Space parcel is owned by RPD. Portions of accepted and unaccepted street rights-of-way are also included in the project site. New alignments for rights-of-way have been developed as part of the proposal and will be confirmed through the Development Agreement (DA). Proposed rights-of-way are detailed in Chapter 2: Public Realm and Open Space.

The 30 parcels which comprise the 700 Innes property are primarily reclaimed tidal flats, generally consisting of fill materials, and covered by light brush, debris, dirt, and gravel mounds. The property is undeveloped, aside from a handful of permanent and temporary structures of varying size, function and condition—a number of which are vacant. Descriptions and status of existing structures are detailed in the Environment Impact Report, Table 2-2: Existing Buildings on the Project Site.

The India Basin Open Space property is an existing open space bordering the Bay. This property includes a portion of the Blue Greenway/Bay Trail along its shoreline, and contains limited improvements along with upland habitat, tidal salt marsh, mudflats, sand dunes, and native vegetation. Tidal salt marsh habitat occupies 2.5 acres of the property; habitat management and protection areas are fenced from public access. A storm drain and an overflow storm outfall are located on the northeastern shoreline, but are currently not operable. Legal public access to the shoreline is limited to the Blue Greenway/Bay Trail. Two easements to the shoreline exist, but they are not paved or designated for public access. Shoreline access also occurs via informal pathways.

The existing public rights-of-way within the project site total approximately 6 acres. The project site surrounds Arelious Walker Drive and it generally is bounded by Earl Street, Griffith Street, and Innes Avenue. An undeveloped portion of Hudson Avenue runs through the project site, starting at Hunters Point Boulevard and terminating at Earl Street. Griffith Street, Arelious Walker Drive, and Earl Street are partially paved where they meet Innes Avenue, but in general they are unpaved and/or partially paved, unimproved, and fenced from public access. All of the existing streets on the site are unaccepted by the City.

SAN FRANCISCO BAY
INDIA BASIN SHORELINE PARK
INDIA BASIN
INDIA BASIN OPEN SPACE
900 INNES SITE
700 INNES
GRIFFITH ST
GRIFFITH
HUDSON AVE
INNES AVENUE
ARELIOUS WALKER DR
HUDSON AVE
NORTHRIDGE ROAD
NORTHSIDE PARK
EARL ST
Figure 1-5: Existing Site Conditions
Recreation & Parks Department (6.2 Acres IB Open Space and 1.8 Acres 900 Innes)
Build Property (14.66 Acres)
Separate Ownership Included in 700 Innes Project (2.46 Acres)
Existing Rights-of-Way (7.52 Acres Mostly Unimproved)
900 Innes Boundary
① PDR
② Commercial/Live-Work
③ Residential Mixed-Use
④ Multi-family Residential
⑤ Storage Cluster
1" = 300'-0"
0' 150' 300' 450'

1

2

3

4

5

1. Site as Seen from India Basin Shoreline Park
2. Stairway along Innes Avenue at Arelious Walker Intersection
3. 900 Innes site
4. View of Downtown
5. India Basin Shoreline Park

1

2

3

4

5

1. Existing Storage Yard
2. Undeveloped Area of Site
3. Existing Earl Street Right-Of-Way
4. India Cove 828 Innes Avenue
5. Arelious Walker

Geotechnical Area

The orange dashed line in Figure 1-6 shows the historical shoreline. The area north of the historic shoreline was a result of land reclamation between 1946 and 1968. The south-west end of the site fronting Innes Avenue is the highest in elevation. Grades slope down towards the edge of the site fronting the Bay.

The numbered dashed lines indicate the top of the load-bearing layer.

Figure 1-6: Geotechnical area diagram

Figure 1-7: Settlement Zones diagram

Settlement

As a bay-fill site, soils will continue to settle. It is anticipated that additional vertical settlement will occur as fill material and structures are loaded onto existing soils. Strategies to load and settle material in earlier stages may reduce long term settlement. Examples include pre-loading and pre-settling fill material in early construction phases, localized fill, additions of stair treads, use of lightweight fill alternatives where applicable, paving zones, and hinged slabs.

Coastal Assessment

India Basin is a dynamic coastal environment. The shoreline is directly impacted by the coastal processes and requires consideration of existing conditions, wave energy and erosion, bathymetry, shoaling and sedimentation, sea level rise, and flooding.

Existing Conditions: The current shoreline extends beyond the historic shoreline as a result of bay fill which occurred through 1965.

Wave Energy & Erosion: Wave energy enters the basin from 2 primary directions: north and northeast. The northeast shoreline receives continuous wave action from tidal currents having up to a 4-mile fetch. The northwest shoreline receives limited wave action and is relatively protected.

Bathymetry: The basin is relatively shallow. At the lowest tide, the mud line is offshore from the northeastern shoreline approximately 40'. Boat launch access should be located where the mud line is closest to the existing shoreline.

Shoaling & Sedimentation: The wave direction and energy is causing an offshore sandbar at the edge of India Basin through the process of shoaling. As a result of the shallow bathymetry in the basin, the sandbar accumulation and the continuous wave energy, sedimentation is occurring on the north-eastern shoreline of India Basin Open Space. This natural process has resulted in the accumulation of sand and naturally forming sand dunes at the northern tip of the shoreline.

Sea Level Rise & Flooding: Sea level rise and flooding are significant design drivers. See Section 3.8 for Sea Level Rise adaptation strategies.

2929

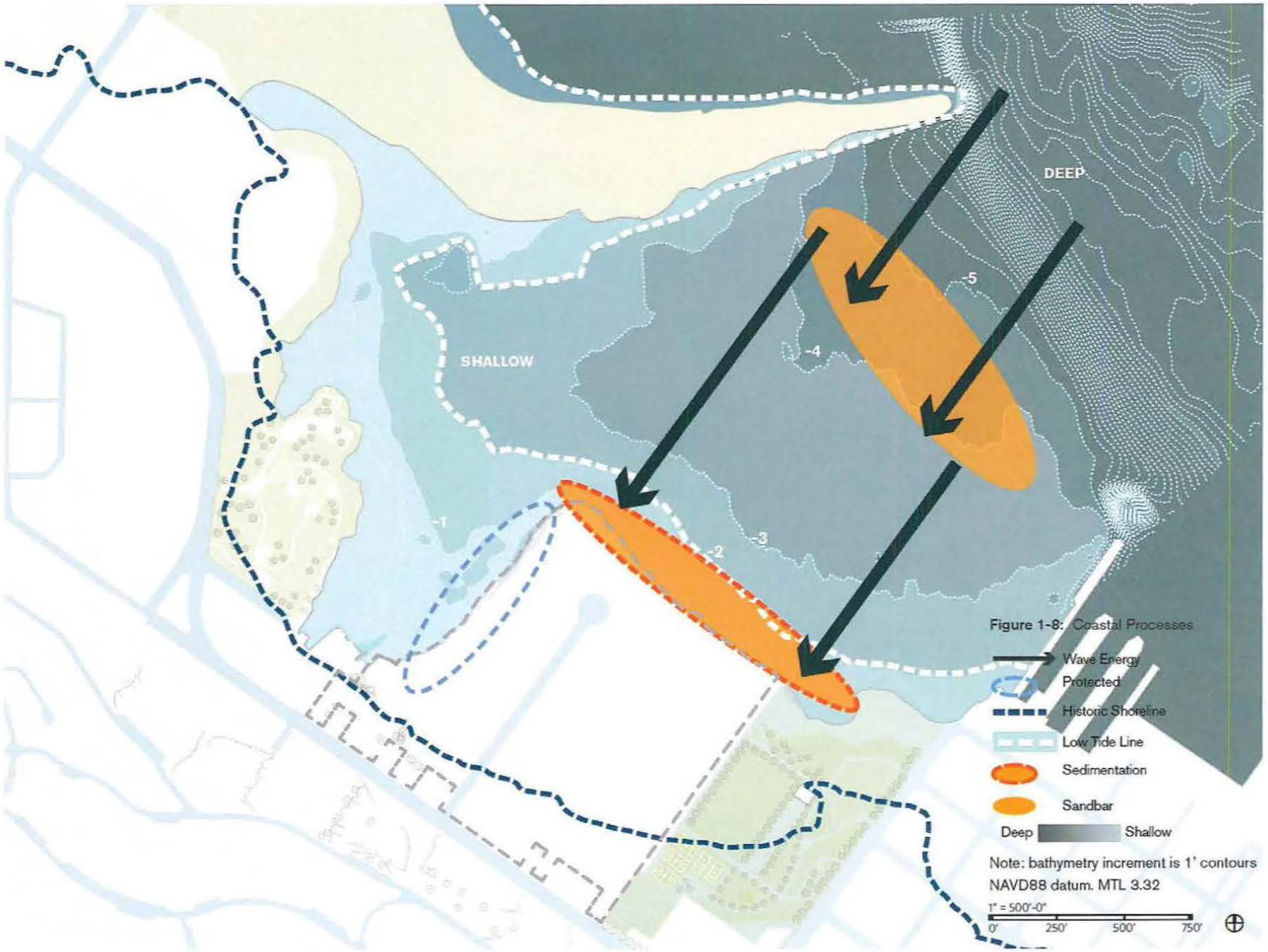


Figure 1-8: Coastal Processes

Regulatory Constraints

Multiple regulatory Agencies Having Jurisdiction (AHJs) over the property, including the US Army Corps of Engineers (USACE), the California Regional Water Quality Control Board (RWQCB), the Bay Conservation and Development Commission (BCDC), and the State Public Trust Lands. Permits will be required for proposed improvements within these areas. Proposed changes to existing wetland and tidal habitats will require mitigation. Designs and land uses have been reviewed with AHJs and final designs will be approved by AHJs prior to implementation.

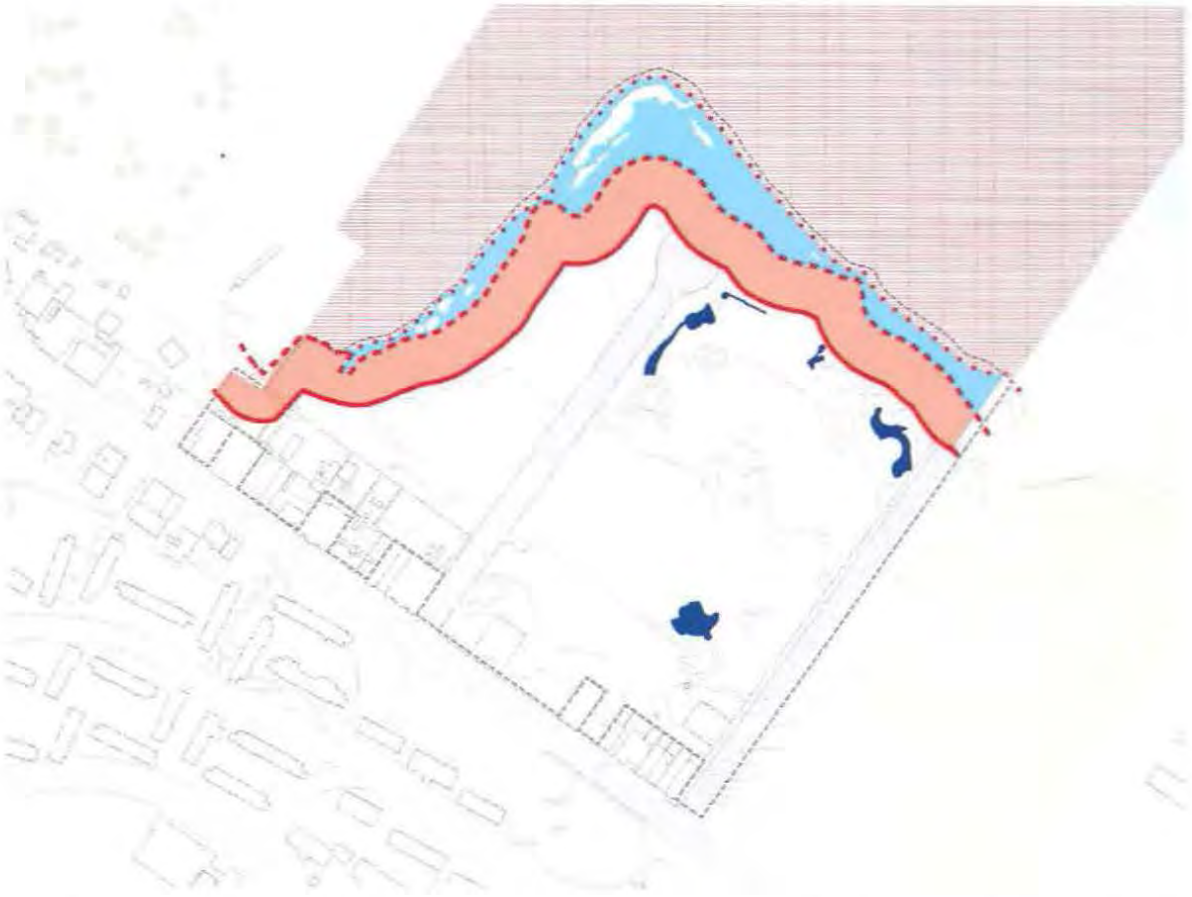


Figure 1-9: Regulatory Jurisdiction

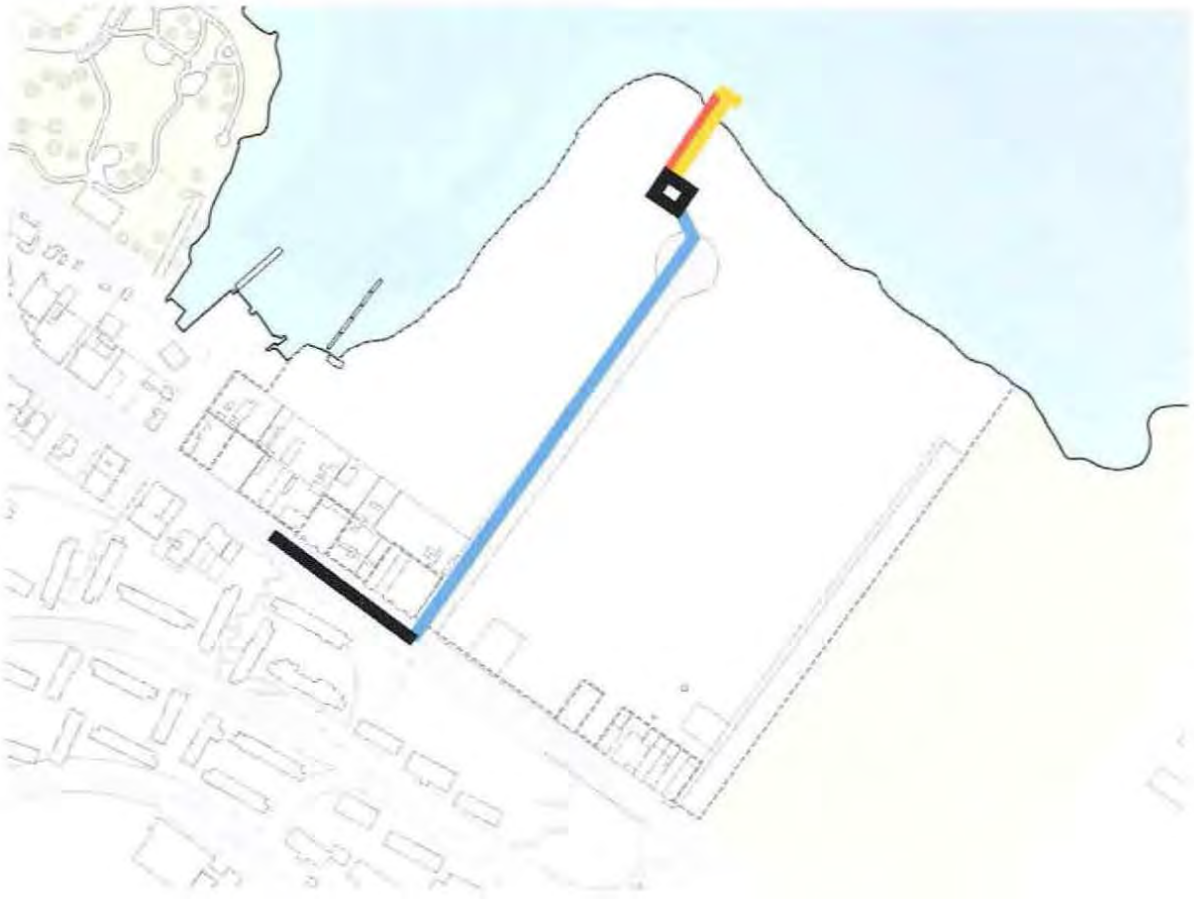


Figure 1-10: Existing Hydrology System

- Combined Storm Sewer
- Combined Sewer Force Main (unaccepted & non-operational)
- Existing Combined Sewer Pump Station (unaccepted & non-operational)
- Overflow Storm Sewer Outfall (unaccepted & non-operational)
- Storm Drain (unaccepted & non-operational)

Existing Hydrology

A combined storm and sewer overflow line currently runs from Innes Avenue northeast beneath Arelious Walker Drive with a pump station located at the cul-de-sac of Arelious Walker Drive and an outfall located on the northeast shoreline of the India Basin Open Space. A storm drain outfall also exists at this location. Neither the existing overflow storm and sewer outfall nor the storm drain have been accepted by the City Public Utilities Commission. These outfalls have never been utilized and remain non-operational today. It is anticipated these existing utilities will be removed and replaced with new utility lines and outfalls in a different configuration suitable to the proposed design.

Existing Habitats

700 Innes

The site consists of fill material with barren areas, small patches of native habitat, rubble, and gravel mounds. No protected or endangered species were found on site. The upland site also contains 0.31 acres of seasonal wetlands.

India Basin Open Space

The existing shoreline consists of salt marsh conditions resulting from a 2002 wetlands mitigation project for the San Francisco International Airport expansion. Conditions include upland habitat, tidal salt marsh, sand dunes, native vegetation, debris and rubble, and a rip rap breakwater. Eel grass has been known to exist off of the northeastern shoreline in the past.

No protected or endangered species were identified as currently existing on the site. Suaeda californica (California seablite) has been previously found on site. Field surveys were conducted in summer 2016 and none was found.

Figure 1-11: Existing Habitats and Wetlands

Figure 1-12: Existing Mitigation Wetlands

- 2.1 Acres Created Mitigation Wetlands
- 0.4 Acres Enhanced Mitigation Wetlands
- 0.31 Acres Seasonal Wetlands

Existing Wetlands

The shoreline located in the India Basin Open Space includes 2.5 acres of mitigation wetlands created in 2002.* According to the ten year monitoring report, the two wetland zones located on the northwest shoreline achieved a greater target criterion (85% and 82%) than the two zones located on the northeast shoreline (72% and 53%).**

Wetland improvements or creation of new wetlands will likely perform better on the northwest shoreline. Any shoreline improvements which impact the existing mitigation wetlands will likely require greater mitigation ratios. The project proposes to retain the existing tidal wetlands in place. New tidal marsh wetlands are proposed for the northwest shoreline as mitigation for impacts and bayfill.

The site also contains 0.3 acres of seasonal wetlands. The USACE will require the seasonal wetlands be relocated within the Shoreline and Big Green at a defined mitigation ratio, and function the same as or better than they exist currently.

** See CRWQCB Order No. 99-037, and BCDC Permit No. 10-93.*
*** See Tenth Annual Monitoring Report for the India Basin wetlands creation and enhancement project completed by LSA*

Sea Level Rise

At the time of this publication, the City of San Francisco, BCDC, and the State of California all have slight variations in their guidelines and recommendations on predicted sea level rise and flooding conditions. The project uses the following sea level rise predictions per the 2016 San Francisco Sea Level Rise Action Plan: 2050: +24", 2100: +66". The site is also impacted by extreme conditions including king tides and 100-year storm events. Storm surges are measured as an additional 42" of temporary inundation.

Due to the uncertainty of future conditions, the project proposes a long-term strategy to protect major infrastructure and the development on a 100-year horizon, combined with a robust adaptation approach for the shoreline which can adapt and evolve as tide levels become better defined (see Section 3.8).

All major capital improvements, the Bay Trail, and the development will be located with an elevation at or above the extreme predicted elevations plus a buffer should predictions rise, for protection from worst case flooding by end of century. Major capital improvements include utilities, roads, restrooms, permanent structures and facilities, buildings, infrastructure, and bridges.

Figure 1-13: Sea Level Rise (Existing conditions for MHHW)

- 2100: Storm Surge
- 2100: +66" (2050 Storm Surge)
- 2050: +24"
- Today: Elevation at 6.37ft (76")

** Per SF SLR Action Plan 2016. Storm Surge is 42"+ SLR*

Existing Site

1.2 Planning Concept

The combination of room for nature along the coast, increased waterfront access, wind mitigation via the shifted offset grid, preserved view corridors and the making of memorable public spaces drives the design of the India Basin project.

The three sets of concepts presented in this section stem from the guiding principles of the project and are the cornerstones of the planning framework.

Open spaces are created along the coast and in the heart of the site to support a diverse range of habitats, as well as vibrant public life.

Larger parcels along the hillside transition to smaller parcels toward the waterfront. Varying the scale of the grid and massing facilitates the ability of different housing types to coexist within a site, and allow for a varied street level experience. Each block is sized to encourage a walkable neighborhood.

The street system serves as a collection of integrated, ecological, viewing, and activity corridors. The staggered streets mitigate wind, improving pedestrian comfort at grade while the shifting blocks create a non-orthogonal street grid that allows for discovery and an overall interesting streetscape.

2937

Ecology

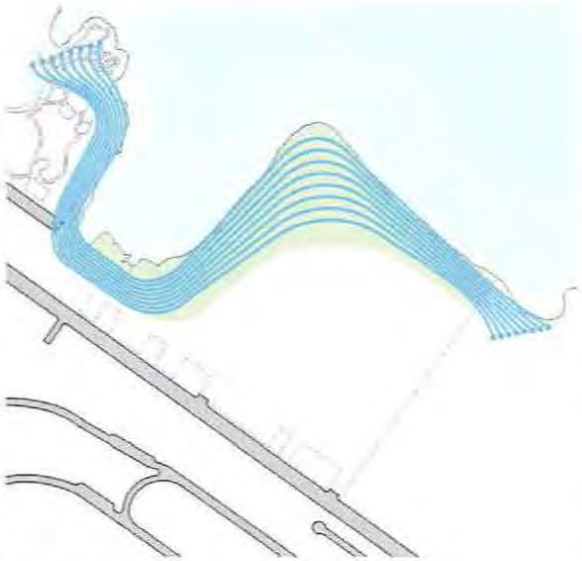


Figure 1-14: Blue Green Coastal Zone

Figure 1-15: Eco-Corridors - Hillside to Bay

Figure 1-16: Eco-Bands (Terracing)

Blue Green Coastal Zone

The shoreline creates a continuous waterfront open space along India Basin. Rather than a fixed edge, it presents a dynamic, continuously-shifting zone which moves with the daily tide, the cycle of seasons, and ongoing global climate change. The shoreline is ecologically, economically, and culturally important as it filters pollutants and absorbs terrestrial nutrients, buffers coastlines from waves and storm surge, supports nurseries for fish and other marine animals, and provides delight for residents and visitors.

Eco-Corridors - Hillside to Bay

Eco-corridors preserve hydrological and ecological flows from the hillside to the Bay—water, plant life, fauna, and people are all directed toward the waterfront. The continuation of this fundamental movement pattern resonates in the design of the public realm, where urban and ecological systems are intertwined, and elevating the quality of life in the neighborhood.

Eco-Bands (Terracing)

The transition from the hillside, through the project site and toward the waterfront is reinforced in landscape. Each eco-band terrace connects an elevation and distance from the water to the types of habitat it supports, and consequently, coordinates it with the design of landscape, planting and surfacing, public realm programming, and to the range of uses and activities in each stratum.

Urban Form

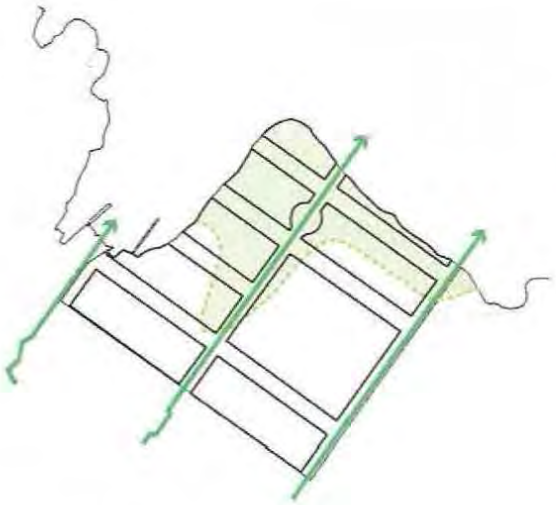


Figure 1-17: Typical Grid

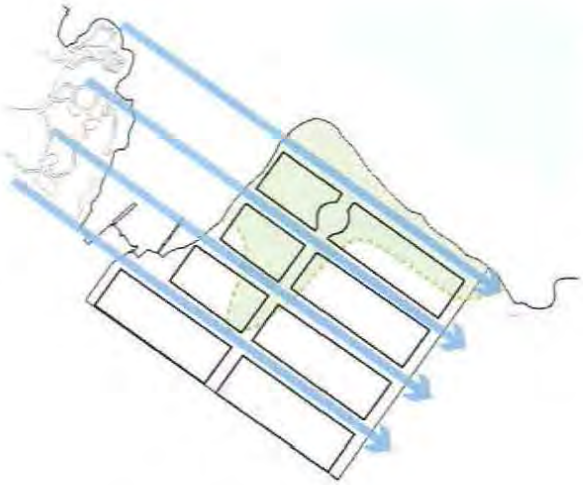


Figure 1-18: Adjusted Grid to Mitigate Wind

Figure 1-19: Broken Grid Creates Diverse Spaces

City Grid Extension

The mapped extension of the city grid on the site consists of long blocks (600' long) limiting access to the Waterfront. The India Basin project subdivides large blocks to increase waterfront access, and restricts development to areas with more suitable load bearing capacity.

Wind

Prevailing winds in this part of the city are oriented from Northwest to Southeast. The mapped extension of the city grid allows wind to pass through unabated, creating wind tunnels though the site. To avoid wind tunnels and create a more comfortable street level experience, the India Basin project grid is staggered such that both landscape and building mass help decelerate and block wind.

Broken Grid

The shifted grid is further staggered and offset to create intimate pockets of open space within the site for parklets and courtyards. Primary and secondary access ways are preserved. The scale of massing is broken down to accommodate a variety of uses and programs. The shifted massing, broken grid, and small pockets of space create unique places, differentiated by site-specific conditions, to allow diversity of experience and opportunities for discovery.

View and Movement

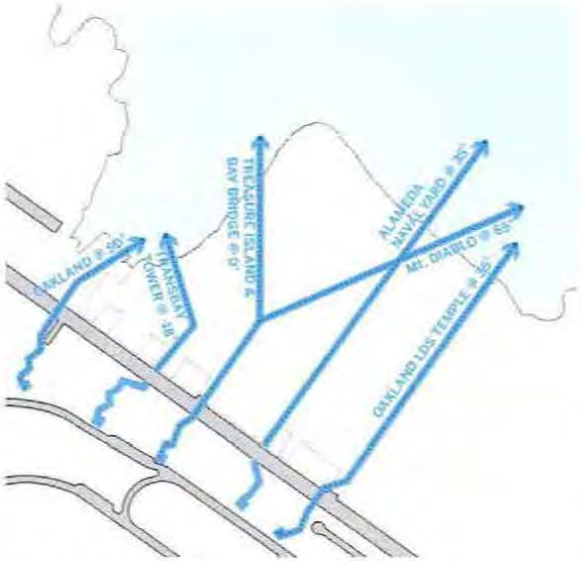


Figure 1-20: Public Views

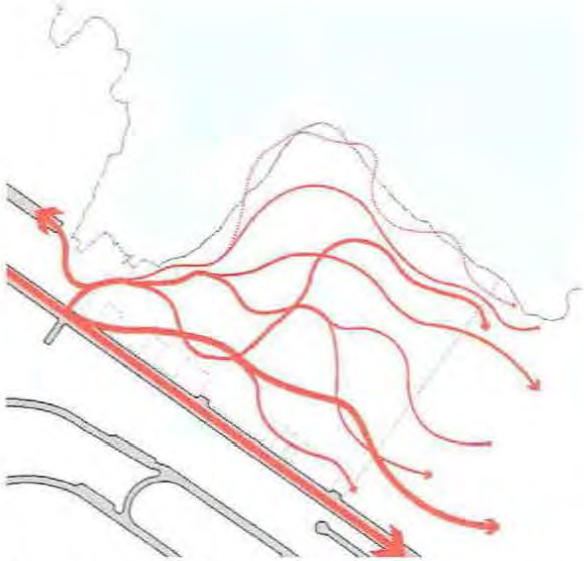


Figure 1-21: Unbraided Cord - Parallel to Shoreline

Figure 1-22: Nodes/ Places

Public Views

Views from the Ridgeline to the Bay are enhanced in urban form with fine grain, pedestrian focused routes from the hillside and uplands down toward Innes Avenue and through the site to the water. The routes are aligned to frame view corridors to the waterfront and beyond, providing both physical and visual access to the Bay and making way-finding intuitive.

Unbraided Cord - Parallel to Shoreline

Lateral movement through the site is interpreted as an unbraided cord. A hierarchy of paths of varying characters and experiences are created to accommodate different modes and paces of movement across the site. Paths for quiet contemplative strolling diverge from recreational walking and cycling, which are kept distinct from the more hurried movement of bicycle commuters and from neighborhood traffic and transit arterials.

Nodes/Places

The intersection between lateral and longitudinal movement and ecological systems form the basis of placemaking at a variety of scales. Each place derives their character and uniqueness from the specific components of their intersection, which create opportunities for differentiation, surprise and discovery.

1.3 Planning Framework

"Yet there are fundamental functions of which the city forms may be expressive: circulation, major land-uses, key focal points. The common hopes and pleasures, the sense of community may be made flesh. Above all, if the environment is visibly organized and sharply identified, then the citizen can inform it with his own meanings and connections. Then it will become a true *place*, remarkable and unmistakable."

– Kevin Lynch, *The Image of the City*

The Physical Framework described in this section—and further detailed in subsequent chapters—illustrates the opportunities and challenges of India Basin's contextual setting and the fundamental organizing concepts for movement, placemaking, function and physical form. The framework shapes and connects the public and private realms—the streets, plazas and parks, buildings and infrastructure, the shoreline and the Bay itself. Systems of movement are layered and woven throughout, intersecting with gathering areas and moments for interaction or quiet repose. Ecology is integrated across public and private territory, creating a structured environment which nurtures habitat, residents and visitors alike.

The following pages depict the principle organizing systems for site Access and Circulation, Public Realm Design, Open Space, Key Places, District Sustainability and Urban Form. Associated Standards and Guidelines for realizing the project are detailed in Chapters 2 through 7.

Figure 1-23: Illustrative Site Plan

2942

Ecology and Biodiversity

Diverse Ecologies

Located at the edge of the San Francisco Bay in a relatively protected water basin, the project offers a rare opportunity to support a diverse range of habitats from mudline to ridge-line for the optimal cross-section of vertical habitat continuity and enhanced urban biodiversity.

Local residents like the site's wild and "feral" character. To preserve existing habitats, create new habitats, promote the unique, wild character of the site, and also introduce a range of programs and ecologies across the site, all interventions in the landscape serve an ecological purpose to promote diverse site ecologies that persist and evolve. Plantings should range from active, urban, and upland zones to wild tidal zones.

The long-term success of these interventions will rely on the cultivation of a knowledgeable and committed community of stewards and advocates. See Section 2.4

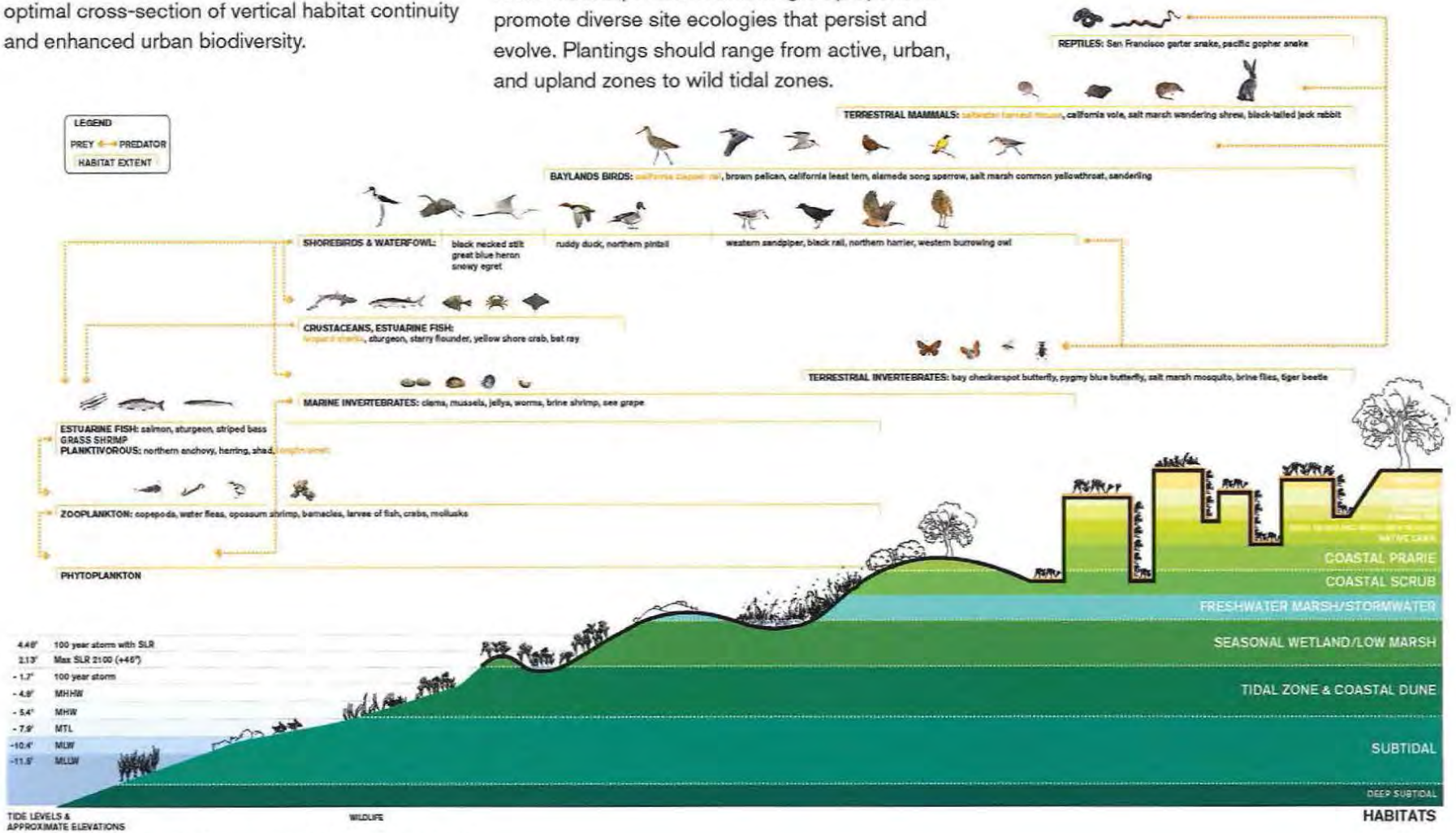


Figure 1-24: Biodiversity Cross-section & Vertical Connectivity

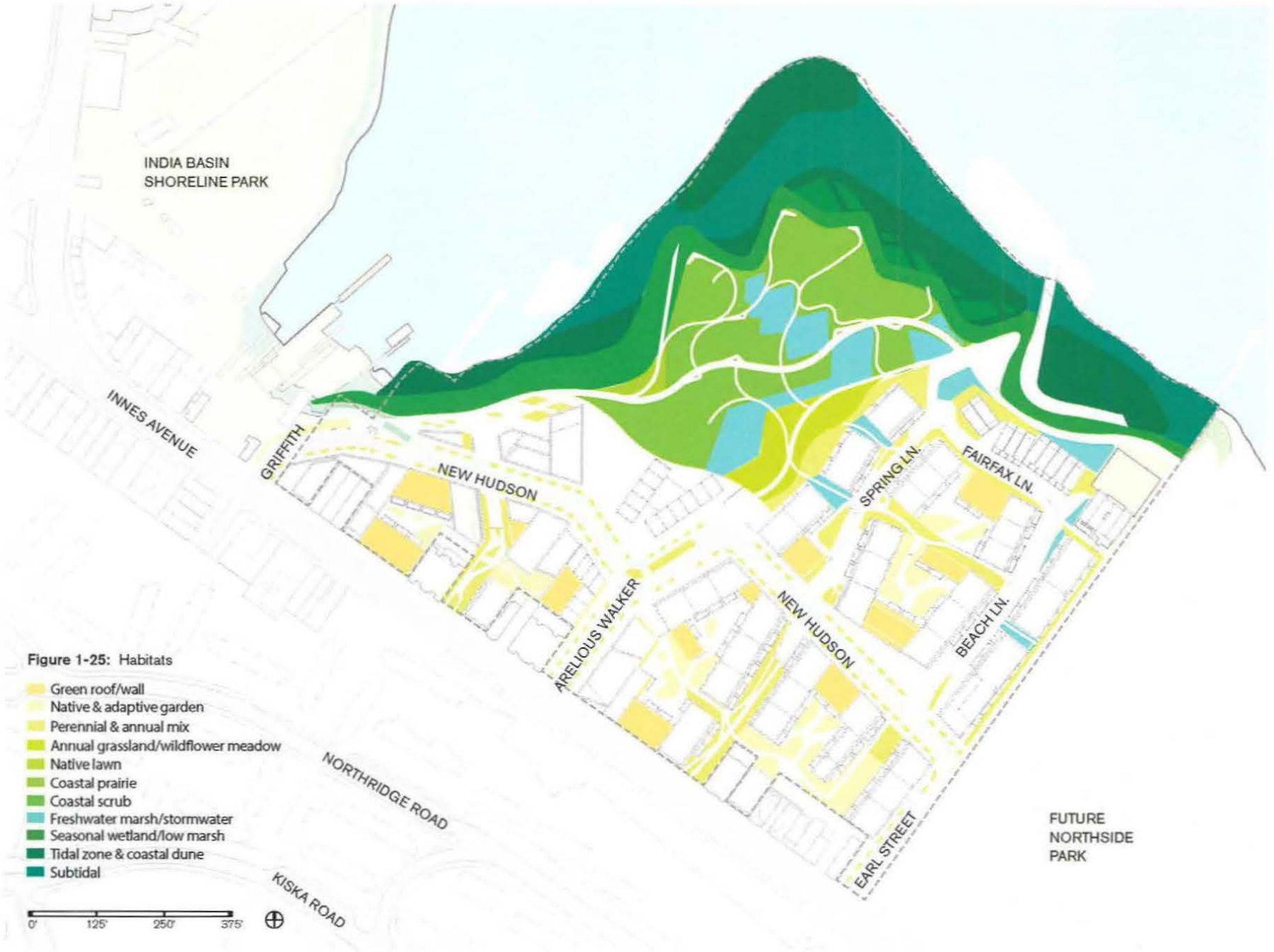


Figure 1-25: Habitats

Land Use

Land Use

The land use plan for India Basin advances a 21st Century model for a healthy, vibrant and complete neighborhood. A complete neighborhood is one offering daily services and amenities to residents and visitors which are convenient and accessible to all. The project connects into and completes the Hunters Point neighborhood by adding a wide range of essential public services and retail amenities so that the surrounding community can meet basic needs within a 10-15 minute walk. Employment, recreation options, and access to open space are expanded as well. The development of India Basin will include a significant quantity of new, multi-family residential units in a mixed-use setting that is essential to San Francisco's housing supply.

The allowable development program for the site was studied through the Environmental Impact Report (EIR). The development program limits and land use provisions are confirmed in the Special Use District (SUD).

Figure 1-26: Land Use

Urban Form

Figure 1-27: Urban Form

As a pedestrian-priority community, India Basin is intended to be experienced at a walkable pace. This requires the calibration of form, proportion, articulation, variation, modulation, depth, materiality, texture and color of physical elements to the speed, range and capabilities of human sensory perception.

Detail has been focused on the zone of experience in the public realm—to the open space network, streets and pathways, lower-floors of buildings and to the threshold interface between public and private. The massing and scale of development gradually steps down from Innes Avenue towards the waterfront—accentuating the city's topography—and intuitively guiding people to the Bay.

The composition of buildings and spaces emphasizes diversity with consistency. Flexibility is preserved to enable and encourage a variety of architectural responses.

Figure 1-28: Maximum Height

- 85' Min to 160' Max (Tower Location)
- Up to 85'
- Up to 80'
- Up to 75'
- Up to 70'
- Up to 65'
- Up to 60'
- Up to 55'
- Up to 50'
- Up to 45'
- Up to 35'
- Up to 30'
- Up to 20'

1.3.4

Views

Views to the city's hilltops, open areas, and surrounding water allow people to orient themselves within their community and beyond. Protected public view corridors and vistas preserve and maintain scenic views from the public realm. India Basin protects view corridors through the site to the waterfront by means of the thoughtful configuration of streets, parcels, and building massing. New vistas from the Big Green and Shoreline to Bay Area landmarks are provided through the open space design.

Protected view corridors and vistas strengthen the visual connection between the site, its immediate context, and iconic sights such as: The Bay Bridge, Downtown San Francisco, Alameda Point, Twin Peaks, Sutro Tower, Mount Diablo and the East Bay Mountains.

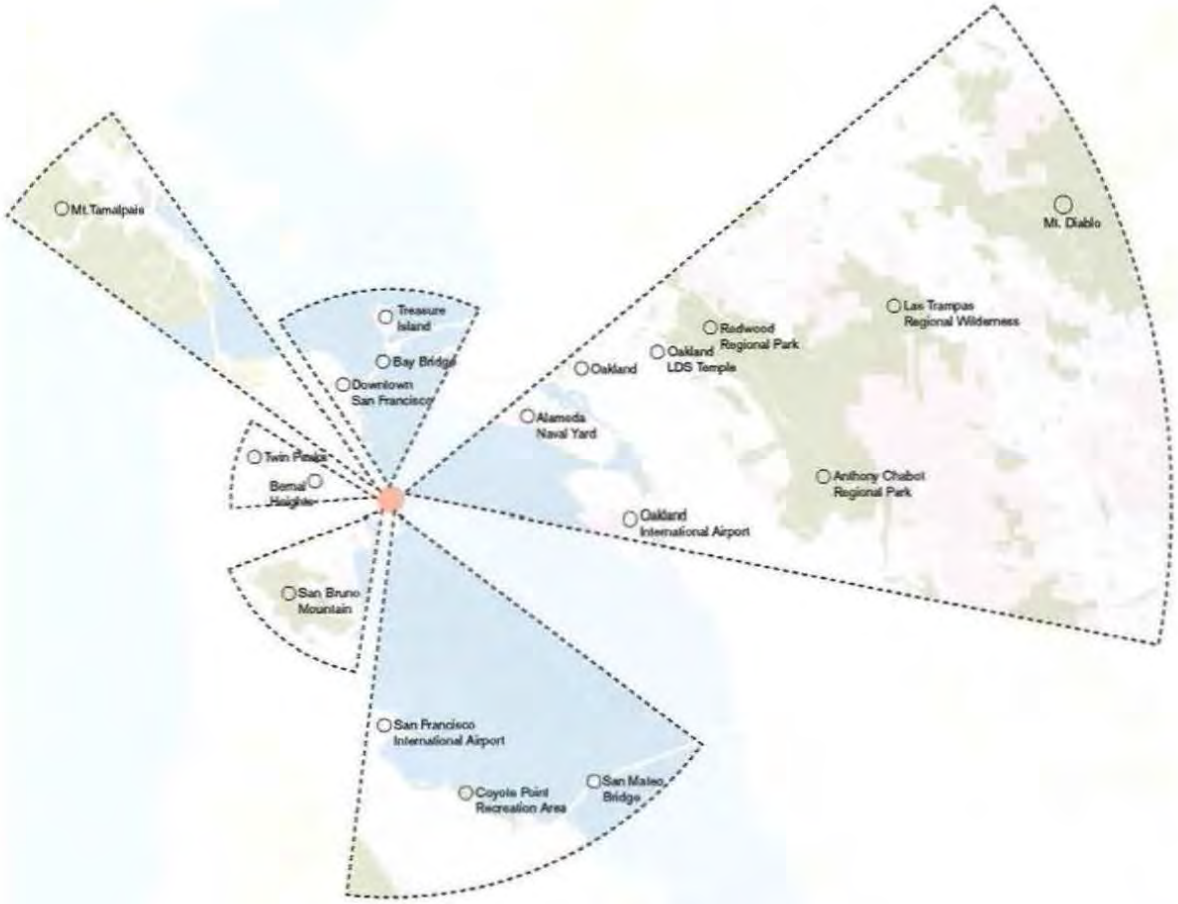


Figure 1-29: Regional Views

Figure 1-30: Protected Public View Corridors

Public Realm And Open Space Framework

Public Realm & Public Life

The emphasis of the India Basin project on supporting civic life seeks to foster a vibrant public life through the development of a high-performance public realm, interweaving parks, plazas and gathering places with an extensive network of complete streets, stairs, pathways, trails, pedestrian and bicycle routes. The public realm is integral to this new pedestrian-priority neighborhood, providing a wide range of active and passive uses and experiences—from the dynamic energy of the Public Market, the small-scale neighborhood plazas, to the expansive wilds of the shoreline.

Activity is focused around the Public Market, which functions as the social heart of the project. Micro-retail and rotating food and craft programs will animate the market, and retail shops lining Arelious Walker Drive and New Hudson Avenue will extend this energy to create a real neighborhood shopping district. Secondary gathering places are provided at the intersections of project sub-areas: the Cove Terrace, the Town Triangle and the Perched Beach. Small-scale courtyards within the blocks provide intimate, sheltered open space for local residents and families.

The Big Green and Shoreline are the signature open spaces. Part of a regional-scale seven-site network of waterfront parks, the Big Green and Shoreline provide excellent access to the San Francisco Bay. Areas for events, active recreation and play are interwoven with a network of trails, foot-paths and boardwalks, amongst earthworks, wetlands, constructed habitat and native landscape—together offering a full and varied experience of the Bay environment, views and microclimates.

Figure 1-31: Public Realm and Open Space Diagram

Circulation

Transit Access

Essential to the development of India Basin are access and mobility improvements expanding transportation options and promoting walking, cycling, and public transit use over dependence on private automobiles.

This spirit echoes the City of San Francisco's pioneering Transit First Policy, and reaffirms the community's commitment to healthy, sustainable, equitable transportation alternatives.

The use of public transportation by a significant proportion of residents, employees and visitors is critical to meeting sustainability commitments, providing economic opportunity, and achieving a high quality of life at India Basin. The project provides a convenient and attractive transit plaza at the intersection of Innes Avenue and Arelious Walker Drive—the main entry to the site. This location places the entire project site, and significant uphill areas, within a five-minute walk, facilitating access to improved local and express bus services. Transit stops also can serve as placemaking elements, providing places enjoyable to be while waiting and creating interaction with adjacent programs such as retail, recreation and public spaces.

Recommendations detailed in the India Basin Transportation Access Plan (IBTAP)—including configuration of dedicated bus lanes to provide rapid bus service along Innes Avenue, as well as stop locations to access Northside Park, 900 Innes, and India Basin Shoreline Park—are currently being studied by SFMTA. These will be implemented as part of the Candlestick Point/Hunters Point Shipyard redevelopment effort.

Figure 1-32: Existing and Proposed Transit Access

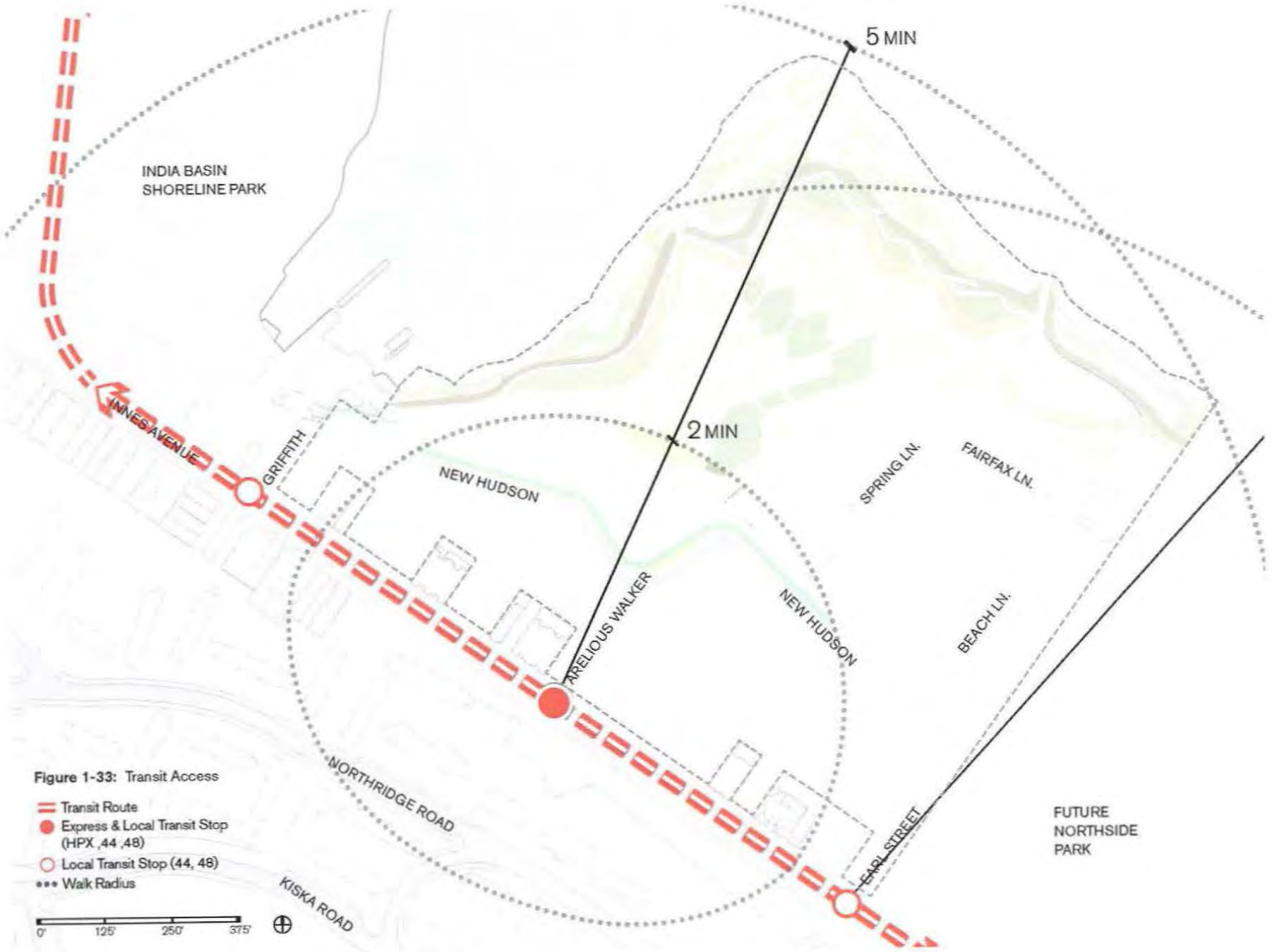


Figure 1-33: Transit Access

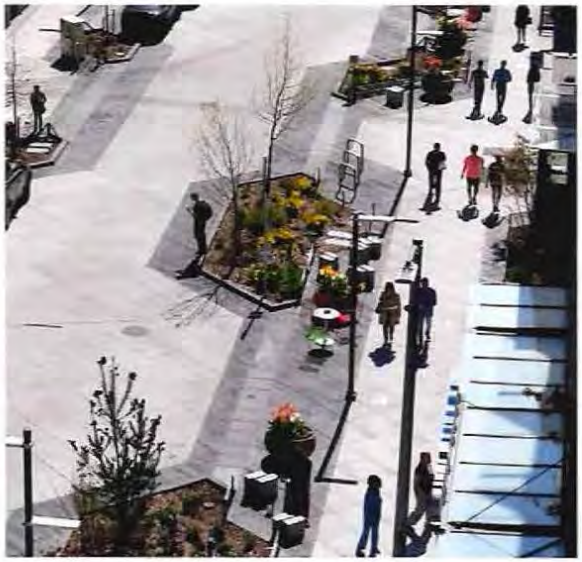
Complete Streets

Accessibility and pedestrian safety are a priority for public realm improvements. To promote healthy life styles and reduce auto-traffic and emissions, street designs are intended to support walking, the use of bicycles, and public transportation. Complete streets create a pedestrian-focused environment which is safe, comfortable, inviting and visually legible as a way-finding system. Through thoughtful consideration of a full right-of-way cross-section, Complete Streets provides ample space for walking, sitting, and gathering to encourage social interaction among residents and visitors. Bicycle and pedestrian pathways connect India Basin to surrounding sites, as well as the city-wide network of bicycle and pedestrian routes. In conjunction with overall sustainability goals for the neighborhood, an integral part of the streetscape is a network of planters and bioswales which captures, directs and treats stormwater.

As a result of these priorities, neighborhood streets are designed with the minimum automobile travel lane dimension. Travel lanes are widened only where required for service and emergency vehicle access standards.

Neighborhood Commercial

Neighborhood Commercial



Shared Public Way

Figure 1-34: Street Network

Bicycle Network

Prior Planning efforts—including the India Basin Waterfront Parks and Trails Plan (IBWPTP) and the India Basin Transportation Action Plan (IBTAP)—have focused on expanding access for pedestrians and bicyclists, resulting in an integrated transportation network providing convenient non-motorized access to the India Basin neighborhood and beyond. A major feature of this network is a new Class I, dedicated and protected cycle track connecting India Basin Shoreline Park through the 900 Innes Site, along New Hudson Avenue and into Northside Park. This course is intended to become an important commuter bike route, linking the southeast waterfront all the way to downtown.

Additional multi-use shared paths weave through the Big Green, along the shoreline, and within the shared public ways. Class III routes along Earl Street connect Innes to Earl Path—a shared multi-use trail at the edge of Northside Park providing additional bike access to the beach. Bike parking and bike-share facilities are concentrated along Arelious Walker Drive, to accommodate bike access to retail, food and beverage, and other community amenities.

Class I Cycle Track

Multi-Use Shared Path

Class III

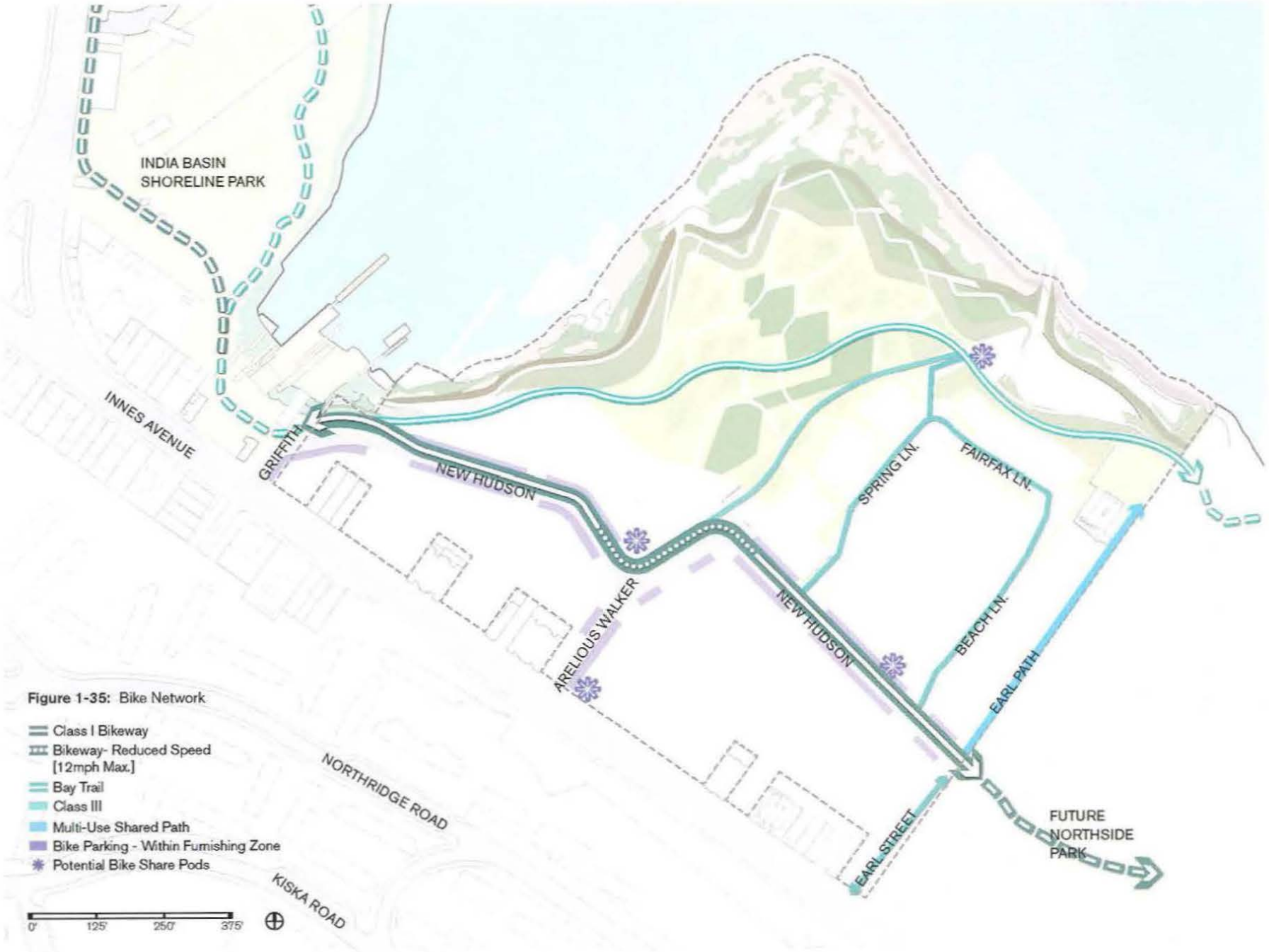


Figure 1-35: Bike Network

"Above all, do not lose your desire to walk. Every day I walk myself into a state of well-being and walk away from every illness. I have walked myself into my best thoughts, and I know of no thought so burdensome that one cannot walk away from it."

- Søren Kierkegaard

Pedestrian Network

The existing site is essentially a blank slate with long blocks. As a pedestrian-priority district, the urban design framework for the project shifts the site's monolithic proportions to the scale of the pedestrian. Pedestrian passages are provided at mid-block distances on Innes Avenue to increase permeability and prioritize access to the shoreline.

A network of pedestrian pathways permeate the site to offer a range of access routes and experiences from direct and intuitive passages, to meandering trails providing a sense of discovery. Dimensions are designed for a future intensity of use and to create variety, choice, and character. Trails vary from urban and hard to soft and intimate.

The project advances the vision of San Francisco's Better Streets Plan for multi-functional networks providing corridors of movement while at the same time reaching their potential for enhanced community life, recreational opportunities, and ecological benefits. Better Streets are designed and built to strike a balance between all users regardless of physical abilities or mode of travel. A Better Street attends to the needs of people first—considering pedestrians, bicyclists, transit, street trees, stormwater management, utilities, and livability, as well as vehicular circulation and parking.

Connections are designed to be seamless with adjacent sites for continuity and to reinforce both the waterfront and regional trail network.

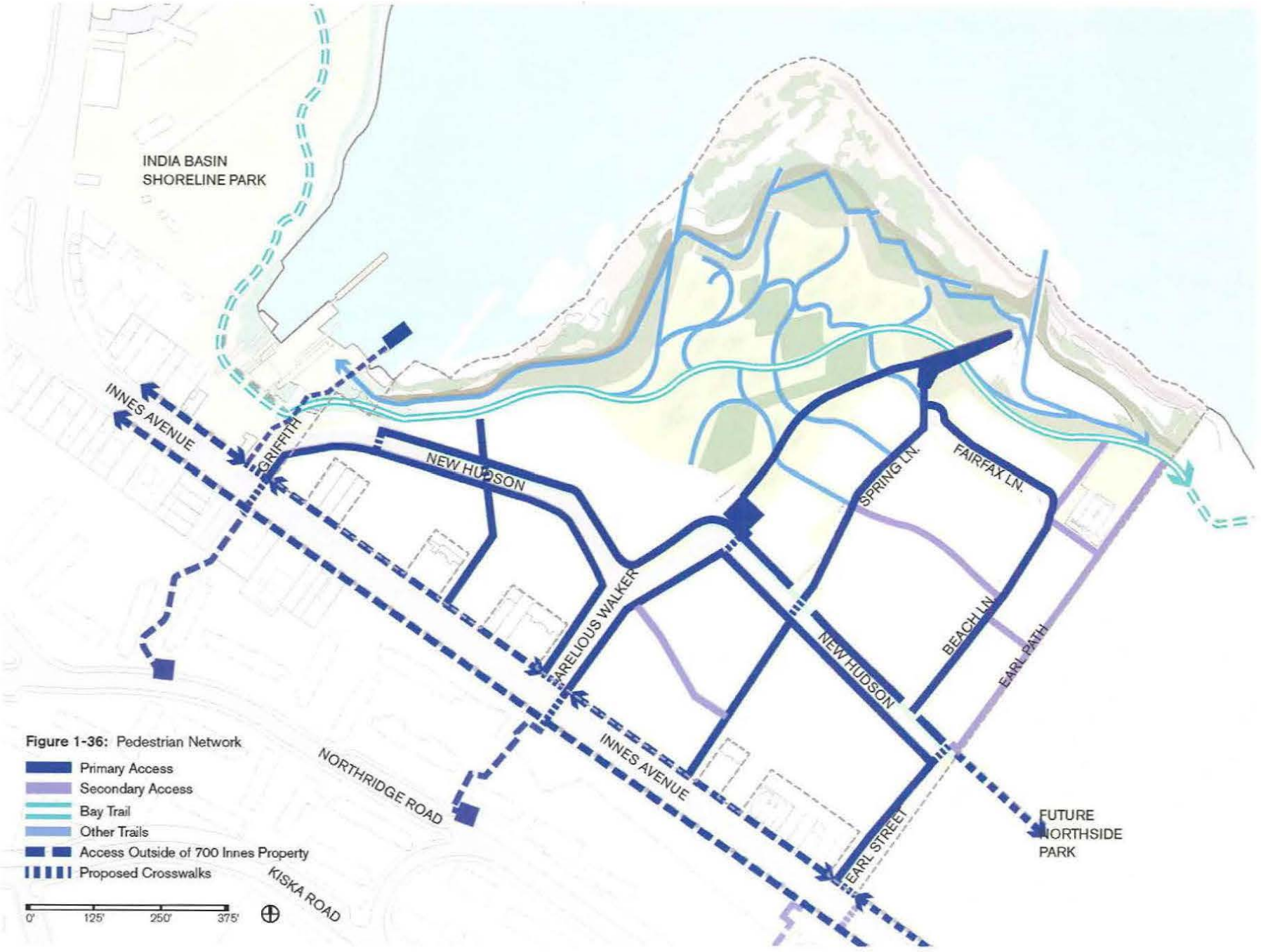


Figure 1-36: Pedestrian Network

Sustainability and Resilience

District Sustainability

India Basin can serve as a model of progressive, performance-based sustainable design. The master plan for the district takes advantage of the site's waterfront location and topographic variation by consolidating the majority of buildings on the upper portion of the site in order to designate a large portion of Bayside land as a public park. The scale of the project, along with its unique site conditions, enable it to leverage district-wide strategies to achieve a meaningful and measurable reduction in environmental impact. Urban and ecological systems are arranged for enhanced social interaction and district resilience.

The project's 'supernatural landscape' is central to sustainability. It includes a diverse range of symbiotic habitats, performs as critical stormwater infrastructure, defines the site's adaptation strategy, and promotes recreational and educational opportunities for sustained social engagement and stewardship.

India Basin leverages district-wide solutions to reduce potable water demand and conserve energy. Performance goals have been established for water and energy efficiency at both a district and building scale. The project's approach to sustainable design and resilience is outlined in Chapter 3 and Chapter 6 of this document.

Resilience and Adaptation

Resilience refers to the ability to withstand and recover quickly from an extreme event. For India Basin and other projects in San Francisco, extreme events can include seismic hazards, such as earthquakes, or weather-related hazards, such as coastal flooding or extreme storm events. India Basin may also provide disaster preparedness relief for those living on the site and in adjacent neighborhoods by leveraging on-site energy production and storage, as well as water storage.

Adaptability is the capacity to withstand changing environmental conditions and adjust relationships and systems for a sustained lifespan. Adaptable design is integrated into the site in several ways: from initial remediation of soil to the creation of a terraced wetland system which will allow habitat to migrate upland as sea levels rise. An adaptive management ethos allows the landscape to be dynamic and flexible, rather than rigid and vulnerable to disruption.

Social resilience and adaptation is also addressed at India Basin via strategies associated with public realm and mobility. Public space and urban design ensure the future evolution of mobility, proximity of public space to homes and offices, and human-centered design to enhance social interaction. This focus on vibrant, public gathering spaces will allow the community to reorganize and respond to gradual social change or potential economic or natural disruptions.

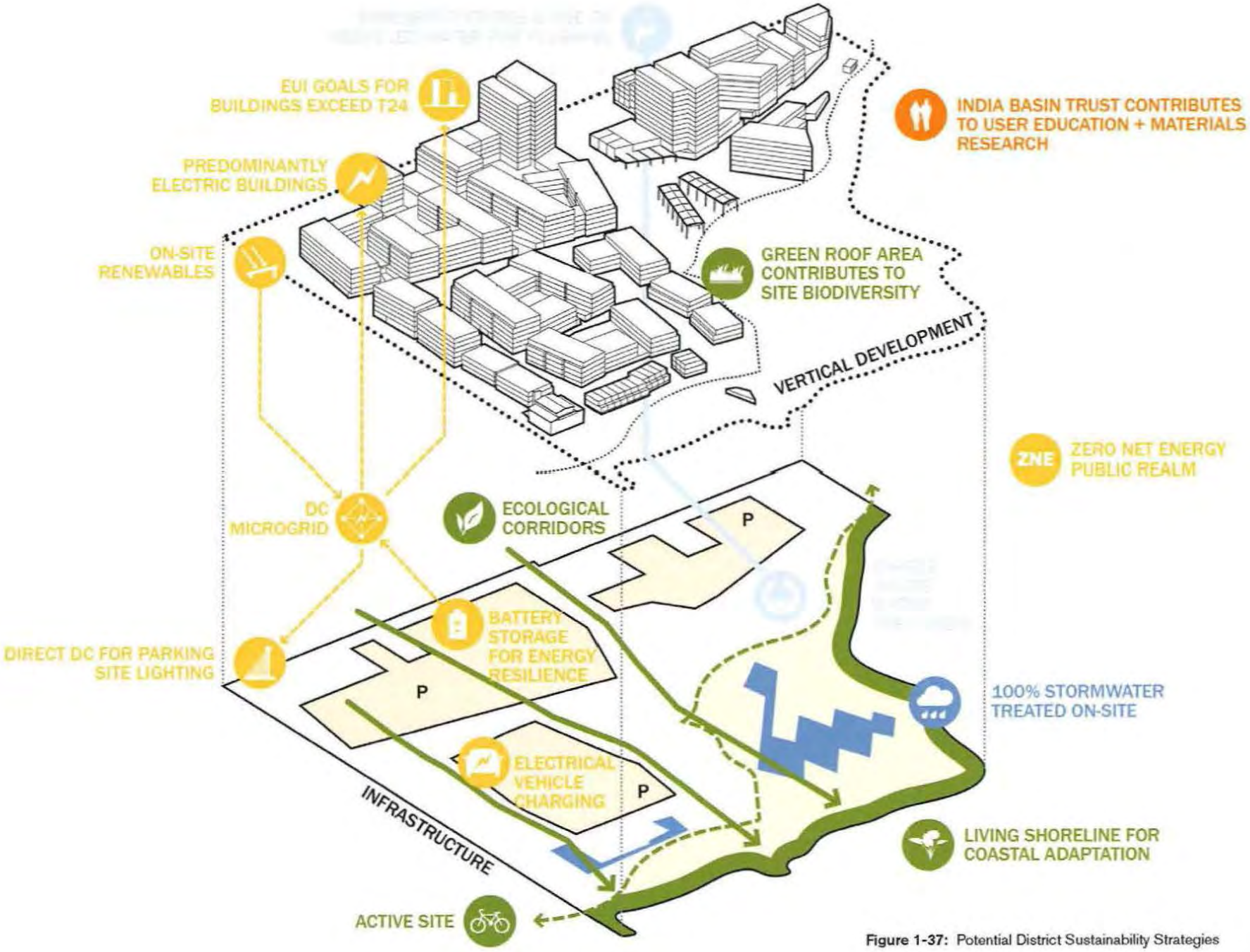


Figure 1-37: Potential District Sustainability Strategies

1.4 Placemaking

1.4.1

Project Sub-Areas

India Basin is organized as a group of five interconnected sub-areas. Each sub-area features a different character and distinct sense of place to provide a diversity of experiences across the site.

The Hillside is bounded by Innes Avenue, Earl Street, New Hudson Avenue, and Arelious Walker Drive. The Hillside is mixed-use, urban, and dense. Making use of the site's existing topography, a podium extends from below grade along Innes Avenue to ground-floor level along New Hudson, with parking concealed by active use frontage. The Transit Plaza, at the corner of Innes Avenue and Arelious Walker, serves as a welcoming gateway to the neighborhood. The Streetwall of this sub-area features public realm active retail frontages and public streets, intimate courtyards, public stairs, and laneways, which maintains the human scale and permeability of blocks.

The Cove while similar to the Hillside in physical structure, opens onto the India Basin cove landscape with panoramic views to downtown San Francisco and onto the Public Market. Delineated by Innes Avenue and Arelious Walker Drive, and by substantial frontage directly onto the Big Green and Shoreline, proximity to the Bay is the defining feature of this area. Here too topography is used to extend a podium from below grade along Innes to ground-floor level along New Hudson, with parking concealed by active use frontage. The main attraction of this part of the site is the Cove Terrace, providing active ground floor retail and restaurant uses facing the waterfront and connecting through to the Public Market.

The Flats are edged by New Hudson Avenue, and front onto the future Northside Park, the Big Green and the Shoreline. The Flats are modestly scaled, lower density, more family-oriented, and quieter in character. Arranged around an internal, pedestrian-priority shared public way, buildings in the Flats feature direct street-level access to ground-floor live-work and residential units with stoops, decks, porches and other socially-engaging outdoor spaces. Small plazas, the Town Triangle, and courtyards are tucked into this pedestrian-oriented place where paths toward the Bay and paths parallel to the Shore intersect.

The Big Green and Public Market support active recreation alongside habitat, stormwater management, and other ecological functions, which results in a rich open space where urban meets wild. Trails meander through the earthworks and public art, allowing for engagement with a range of program offerings and educational moments.

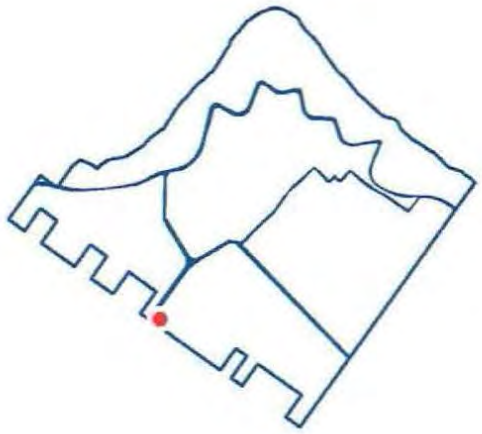
The Shoreline is a landscape defined by the ever-evolving Bay edge. Existing tidal marshes and natural forming sand dunes are retained and expanded to increase ecological potential. A perched sand area and deck terrace, along with boardwalks and trails, serve as a regional attraction for sunbathing, beach sports, and kayaking. Natural and constructed adaptation measures are improved with sand dunes, bird islands, a bioengineered breakwater, brackish lagoons, scrub upland planting, wind-mitigating tree stands and new wetlands for long-term resilience.

Figure 1-38: Project Sub-Areas

Key places

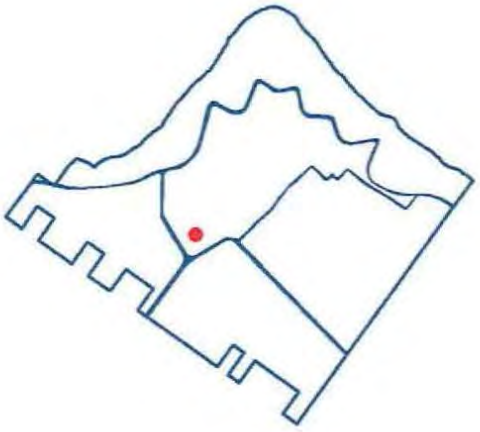
Transit Plaza

The Transit Plaza is a primary entry into the site, located at the corner of Innes Avenue and Arelious Walker. It welcomes people arriving by public transit, and is inviting and comfortable. The plaza is robust in nature for durability on a primary transit corridor.



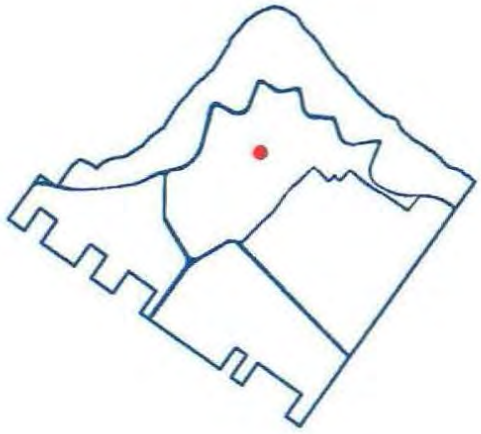
Public Market

Located at the heart of the village and the foot of the Big Green, the Public Market serves as a major destination and gathering place for India Basin. Flexible pavilions designed to be modular and evolve over time provide seating, shade, community spaces, and stalls for local vendors and artisans, as well as restrooms and other park amenities. The Public Market spills onto a generous plaza design to accommodate daily users, as well as large events, gatherings, and farmers markets. As a regional destination, the Public Market orients users to the India Basin public realm and acts as a gateway to the Big Green. It is also intended to serve as an emergency evacuation site for the greater India Basin neighborhood.



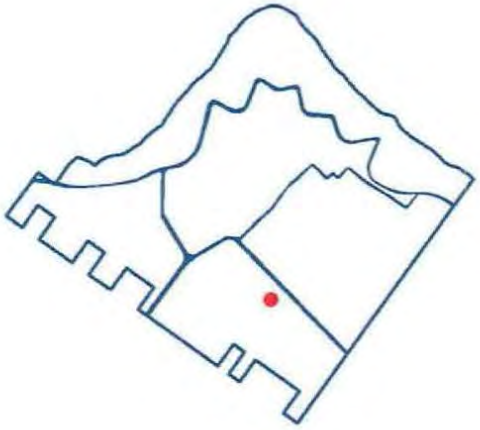
Big Green

The Big Green is the heart of the open space system and functions as a dynamic landscape with diverse ecologies and programs. It balances a range of active, passive, and water related recreation with habitats, stormwater treatment, and earthworks, resulting in a diverse open space where urban meets wilderness. Design emphasis will be placed on preserving the character of the Big Green as natural, rugged, and feral. Where feasible, the Big Green will also treat blackwater and reuse recycled water to create habitats.



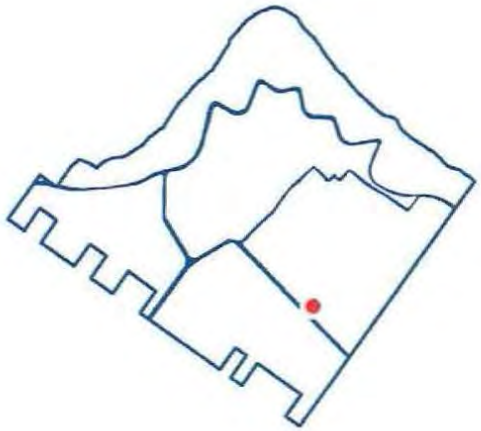
Hillside Steps

The Hillside steps provide an important functional pedestrian connection from Innes Avenue down to New Hudson Avenue, the retail heart of the neighborhood. The steps are designed to feel welcoming, generous, and comfortable to the larger existing India Basin community. Planting, art and water can be incorporated into the stairs to increase comfort and animate this critical public space.



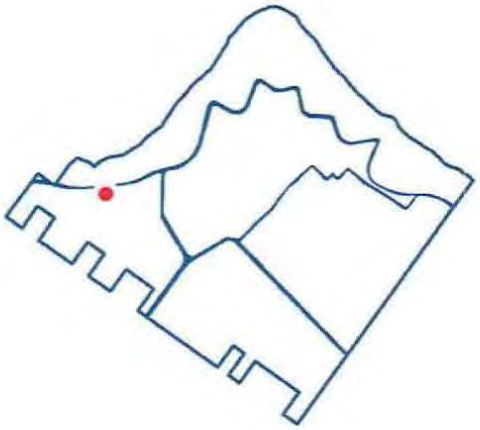
Town Triangle

The Town Triangle functions as the secondary gathering space for the residents of the Flats and the Hillside, distinct and different from the larger-scale Public Market. Lined with neighborhood-serving retail, the Triangle's public realm role is to provide flexible plaza space for small-scale gatherings and activities. Accordingly, the plaza incorporates a large paved area, as well as more intimate gathering spaces.



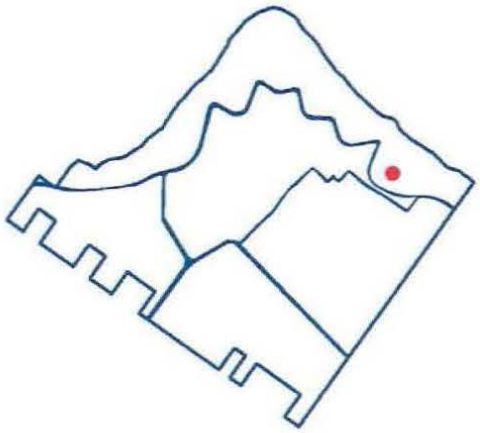
Cove Terrace

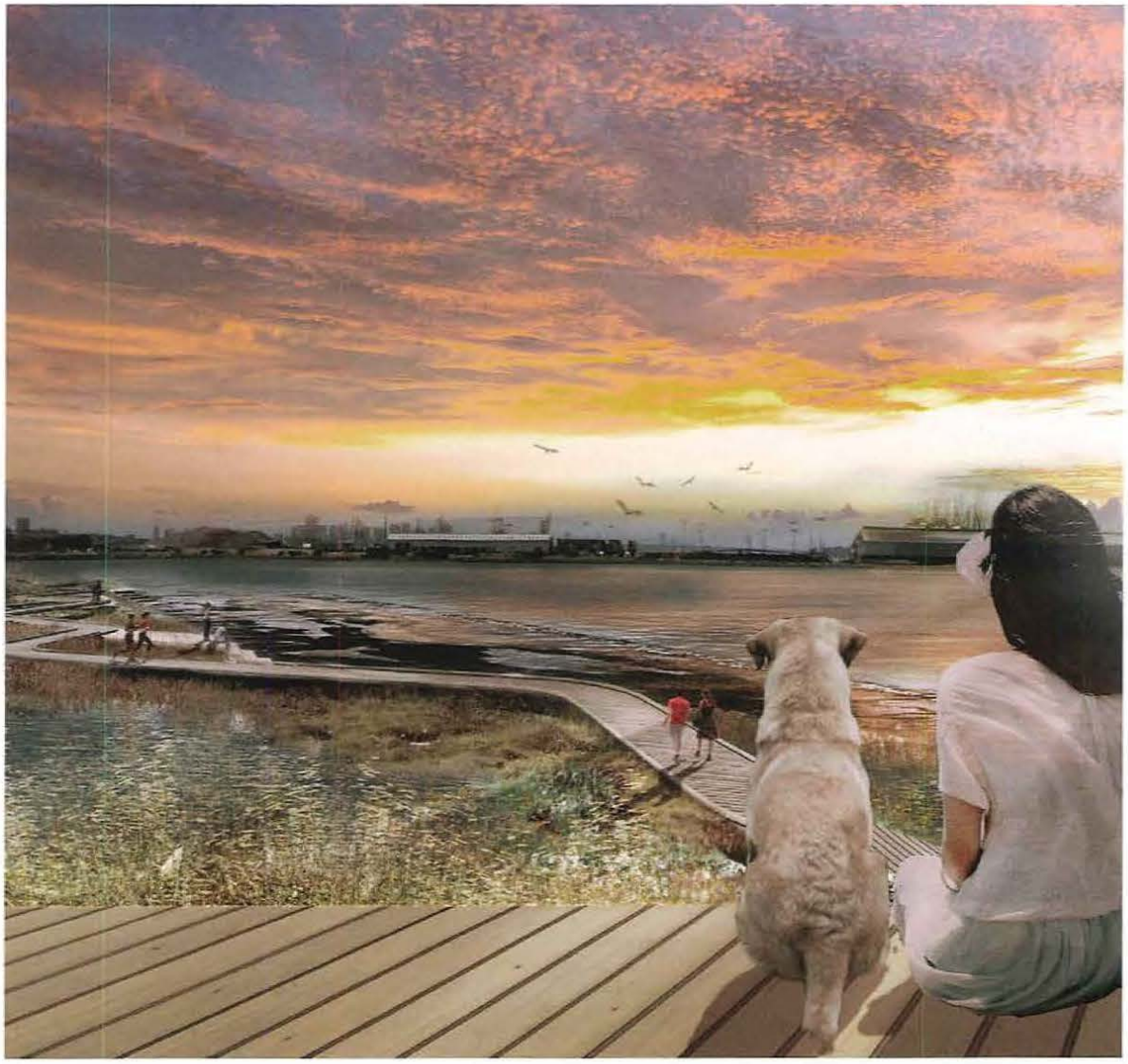
The Cove Terrace is a prominent public and private plaza, lined with active ground floor restaurants and cafes, located at the top of a terraced bank with panoramic views to downtown San Francisco. Pedestrians and bicycles intermix along the Bay Trail as it weaves through an active plaza with restaurants and concessions. The Cove Terrace steps down with generous terraces to a newly created tidal marsh. The intersection of the urban and the wild offers a rare experience along the San Francisco waterfront.



Perched Beach

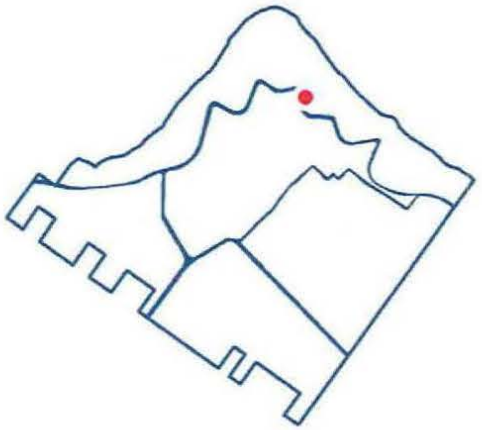
The Perched Beach provides recreational amenities at the Bay's edge, and is designed to adapt into a tidally influenced beach with rising sea levels.





Shoreline

The open spaces along the Shoreline provide important habitats, diverse ecologies, and waterfront access. Visitors can experience the dynamic tidal marshes and seasonal wetlands from on top of the bank, terraced boardwalk, and overlooks.



02

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Public Realm and Open Space

Chapter 02: Public Realm and Open Space

2.1 Streets, Laneways, and Trails
2.2 Open Spaces
2.3 Public Realm and Open Space Elements
2.4 Ecology and Biodiversity

Following on the guidelines and best practices detailed in the San Francisco Better Streets Plan (BSP), and the recommendations elaborated in the India Basin Transportation Action Plan (IBTAP), access and circulation at India Basin are considered holistically – integrating transit, bike, and pedestrian routes along with automobile, service and emergency vehicle access. The robust network of streets, laneways, pedestrian paths, trails, boardwalks, terraces, stairs and promenades creates a highly-walkable, pedestrian-priority precinct that links into the surrounding neighborhood, connecting the site to greater Bayview Hunters Point, and beyond.

Internally, India Basin has been configured to feature small blocks with many intersections and a network of open spaces providing a variety of engaging pedestrian focused streets, lanes, paths, and trails that encourage walking and biking. The open space plan for India Basin offers opportunities for a wide array of outdoor activities, fostering social interaction among residents. Intimate semi-private residential courtyards, community plazas, the Public Market, Shoreline and Big Green all provide a wide range of scales and experiences. The landscape is visually rich and varied, featuring areas for both active recreation and passive enjoyment, while also supporting district wide sustainability objectives for water management and biodiversity. Water plays an important role in shaping the public realm. An advanced network collects and conveys rain water via planted rooftops, courtyards, swales, flow-through planters, bio-retention areas, and wetlands to the Bay—a complex system that informs the design of specific landscape elements and makes the commitment to Sustainability visible in the Public Realm.

This chapter details the design intent, Standards and Guidelines for the Public Realm, including Rights of Way, Public Pathways, Parcel Breaks and Laneways, Parklands, Plazas, Courtyards, and other unique places.

2.1 Streets, Laneways, and Trails

2.1.1

Streets

The streets strive to balance the needs of vehicular access with the development of a vibrant, active and safe pedestrian realm. Particular attention is given to division of blocks to foster a more permeable and walkable urban form.

Street Design Objectives

Accessibility and pedestrian safety are a priority for public realm improvements. To promote healthy life styles and reduce auto-traffic and emissions, street designs are intended to support walking, the use of bicycles and public transportation. Complete Streets create a pedestrian focused environment that is safe, comfortable, inviting and visually legible as a way-finding system. Through thoughtful consideration of the full right-of-way cross-section, Complete Streets provide ample space for walking, sitting and gathering to encourage social interaction among residents and visitors. Bicycle and pedestrian pathways connect India Basin to surrounding sites, as well as the city-wide network of bicycle and pedestrian routes. In conjunction with overall sustainability goals for the neighborhood, an integral part of the streetscape is a network of planters and bioswales that capture, direct and treat stormwater.

As a result of these priorities, neighborhood streets are designed with the minimum travel lane dimension. Travel lanes are widened only where required for service and emergency vehicle access standards.

Street Index Plan

Figure 2-1 identifies street names and rights of way for all streets within the site boundary. Specific street designs and characteristics are described further in the Standards and Guidelines section.

Figure 2-1: Streets Index Plan

Emergency Vehicle Access

The India Basin street network is designed to accommodate the requirements of emergency vehicle access. Street widths and turning radii accommodate San Francisco Fire Department requirements and emergency vehicle access is provided throughout the street network.

Standards

2.1.1.1 Street Dimensions Shared Public Way Emergency Vehicle Access dimensions shall be as shown in Figure 2-2.

Figure 2-2: Shared Public Way Emergency Vehicle Access

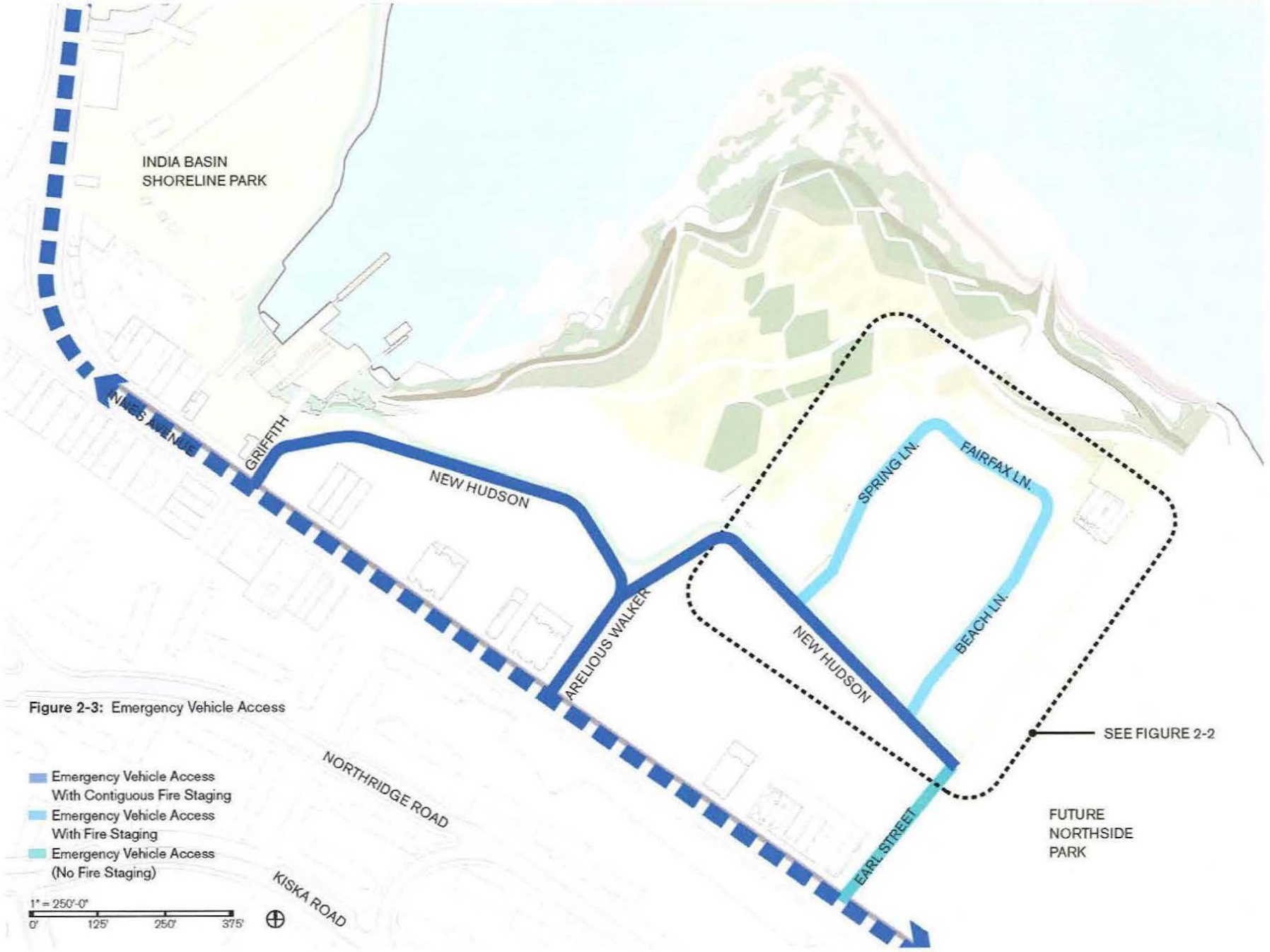

Figure 2-3: Emergency Vehicle Access

Good streetscape design begins with an approach that emphasizes wholeness, considering how various elements interact to create an overall streetscape composition.

SF Better Streets Plan, 2010

Streetscape Zones

Streetscape Zones are used to define the use of the area between the faces of buildings defining a street, which include the setback zones and the street right-of-way. There are six Streetscape Zones referenced throughout the street standards and guidelines that follow. The width and use of five of them are consistent with the five sidewalk zones as defined and controlled in the City of San Francisco Better Streets guidelines. These Standards and Guidelines include a sixth zone to describe the vehicular travel way.

Frontage Zone The area adjacent to the property line where transitions between the public sidewalk and the space within buildings occur. This zone can be occupied by adjacent uses for outdoor displays, café or restaurant seating, and planting. Architectural elements that encroach into the street such as awnings, canopies, and marquees may also occupy this zone.

Where there are continuous building setbacks, the setback zone can be used for frontage zone uses and for wider sidewalks.

Pedestrian Throughway Zone This is the zone maintained clear of obstructions for pedestrian through-travel. The surface should be firm, stable and slip resistant. The width of this zone should accommodate anticipated foot-traffic. A minimum clear travel path of 6' should be maintained at all times.

Furnishing/Planting Zone The furnishing zone provides a buffer between the pedestrian walking area (throughway zone) and the street traffic. This zone can accommodate a range of furnishing elements, as well as street trees and planting. The furnishing zone may be differentiated from the throughway zone through material or paving scoring change.

Edge Zone The area intended for use by people accessing parked cars. The edge zone should have a walkable surface.

Parking Lane/Bike Lane/Extension Zone The portion of the street intended for on-street parking, bike lanes or sometimes the extension zone. SF Better Street Plan refers to the extension zone as "specific conditions where the sidewalk extends into the parking lane". Specific examples include curb extensions, flexible use of parking lanes, and bicycle parking, tree planting, and stormwater features in the parking lane.

Travel Zone The portion of the street allocated to vehicular travel. In pedestrian and cycle-priority neighborhoods like India Basin, this zone should be minimized.

Figure 2-4: Streetscape Zones

General Standards and Guidelines

India Basin streets support a robust public realm by being oriented toward pedestrians and bicycles. The streets will have a distinct look and feel, and the materials and furnishings will reflect the unique character of India Basin.

The standards and guidelines included on this page apply to all India Basin streets. On the pages that follow, specifications, guidelines and standards are provided for specific streets.

Standards

2.1.1.2 Tree Size Street trees shall be in a minimum 24-inch box at installation. See Sections 2.3.7 and 2.4.2 for more information on street trees.

2.1.1.3 Tree Pit Street trees shall have a minimum of 1000 cubic feet of soil per tree to maximize habitat potential. This may include use of a structural cell system (see Section 2.3.7, Figures 2-75 through and 2-77, for Tree Pit Types) to maximize soil volume.

2.1.1.4 Throughway Zone Surfacing in the throughway zone shall be distinct from surfacing in the furnishing zone. Variation may include jointing pattern, paving type, texture and color. Throughway zone surfacing shall conform to DPW standards for accessibility and shall be firm, stable and slip resistant. A minimum clear travel path of 6' shall be maintained at all times.

2.1.1.5 Street Lights Street lights shall be placed to meet foot candle requirements per Figure 2-71.

Guidelines

2.1.1.6 Furnishing Zone Furnishing zone shall be surfaced with cast in place concrete, concrete unit pavers or stone cobble. Fixed furnishings shall be located in this zone and placed outside of the throughway zone.

2.1.1.7 Placement of Furnishings Placement of furnishings including bike racks, refuse receptacles, seating and news stands shall be coordinated with building design and entry locations. Furnishings shall be located adjacent to primary building entries. Furnishings shall not conflict with or obstruct building entries.

2.1.1.8 Tree Spacing Where regular spacing of trees is not possible due to curb cuts, subgrade utilities or other obstacles, regular spacing shall be maintained for as much of the street as possible. A gap of no more than one tree shall be permitted. Where loading zones or garage entries occur, a street tree shall be planted on both sides of loading zone / garage entry to bookend loading zone / garage entry and minimize gaps in street tree placement. See Sections 2.3.7 and 2.4.2 for more information on street trees.

2.1.1.9 Garage Entry Garage entry surfacing shall match adjacent furnishing zone and throughway zone surfacing.

COFFEE

Griffith Street

Griffith Street is a point of convergence. It is the northernmost entry street and serves as a gateway to the site. Griffith Street provides a connection from the North between the neighborhood and the primary retail street, New Hudson. In addition, Griffith St. forms the interface with 900 Innes, the future India Basin Boatyard Park, where terraces accommodate the grade difference between sites while allowing for an accessible path of travel from Innes to New Hudson. Griffith features a generous pedestrian-oriented entry creating a distinct gateway to India Basin.

Figure 2-5: Griffith Street View

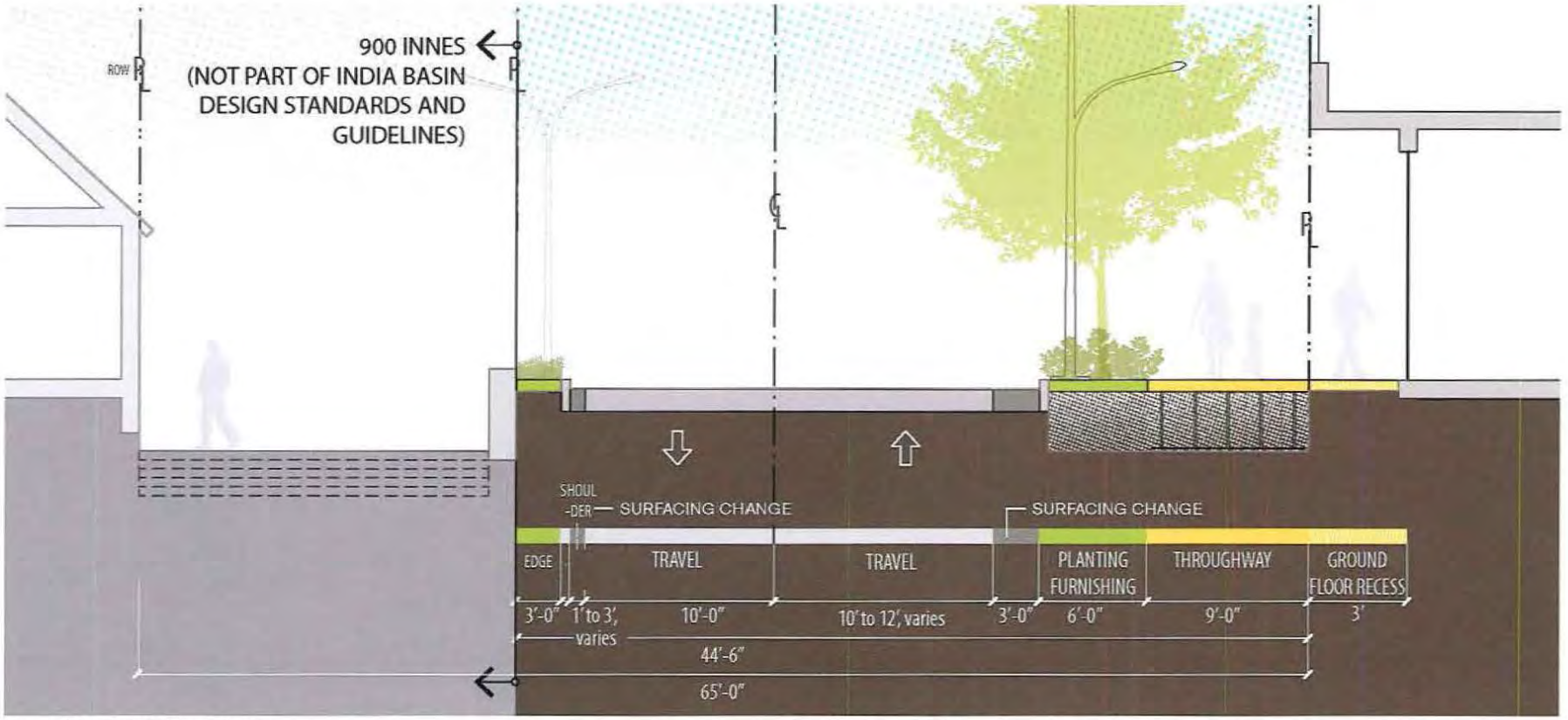

Figure 2-6: Griffith Street Section

1" = 12'-0"
0' 6' 12' 18'

Standards

2.1.1.10 Street Zone Dimensions Right-of-way cross-section dimensions shall be as shown in Figure 2-6.

2.1.1.11 Elements All elements shown in Figures 2-6 and 2-7 are required. Dimensions may vary.

2.1.1.12 Specifications Specifications shall conform to Table 1 Griffith Specifications. See Section 2.3 for Public Realm and Open Space Elements.

2.1.1.13 Street Trees Street trees are required on the south side of Griffith and shall be spaced at a maximum of 30' on center.

2.1.1.14 Raised Crosswalk Crosswalk at intersection of Griffith Street and Innes Avenue shall be raised.

Guidelines

2.1.1.15 Surfacing Where travel lanes exceed 10 feet wide, surfacing shall change adjacent to curb in the curb zone to a contrasting material, such as textured paving.

Table 1. Griffith Specifications

(See Section 2.3 for Public Realm & Open Space Elements)

R.O.W. WIDTH: 65 FEET (44'-6" feet documented in DSG only)
BIKE FACILITIES: NO

SURFACING		(See 2.3.4)
P1	RAISED CROSSWALK ZONE	TYPE H, I
P2	FURNISHING ZONE	TYPE I, J, K
P3	TRAVEL ZONE	TYPE G, H
P4	THROUGHWAY ZONE	TYPE H, I, J
P5	CURB ZONE	TYPE H, I, J, K
CURBS		(See 2.3.7)
C1	CURB AND GUTTER	DPW STANDARD
C2	CURB RAMP	DPW STANDARD
PLANTING		(See 2.4.2)
L1	TREE	ENTRY STREET
L2	STREETSCAPE PLANTING	UNDERSTORY TYPE C
L3	TREE	COMMERCIAL CORRIDOR
LIGHTING		(See 2.3.5)
LT1	STREET LIGHT	TYPE A
FURNISHING		(See 2.3.4)
F1	SEATING	TYPE A, B, D
F2	BIKE RACK	

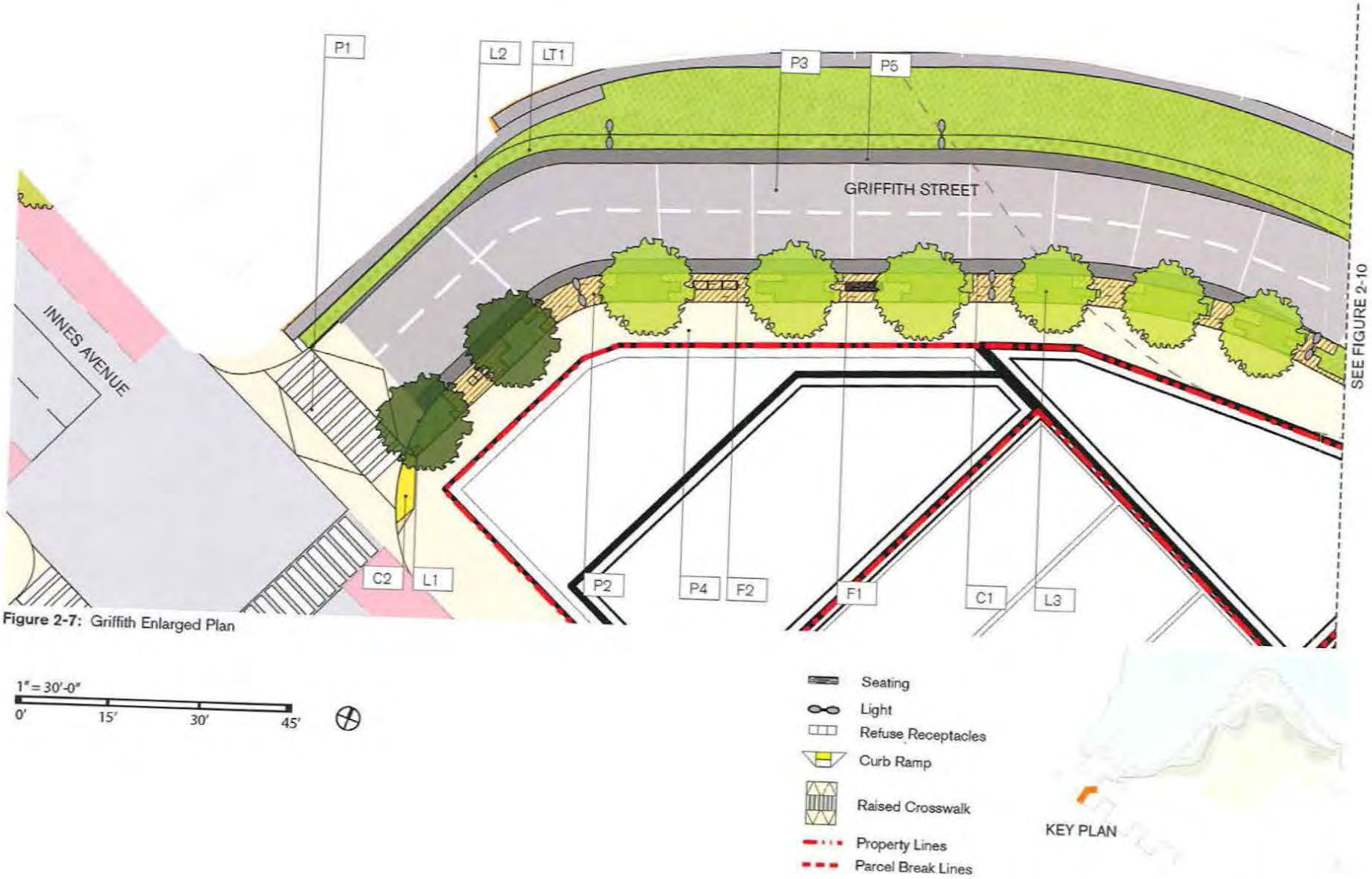

Figure 2-7: Griffith Enlarged Plan

New Hudson Avenue

New Hudson serves as the primary circulation route and retail corridor for India Basin. New Hudson is also the primary bicycle thoroughfare traversing the site, it includes a dedicated 2-lane Class 1 Bikeway that is separated from the vehicular zone by a 3' planted buffer and 2" curb. New Hudson links the primary public spaces of the site, including the Public Market, Town Triangle, and Big Green to each other and adjacent properties. The Right-of-Way configuration features pedestrian-oriented treatments with generous sidewalk dimensions and an ample zone for plantings and furnishings to enable a robust public realm.

Figure 2-8: New Hudson Avenue View

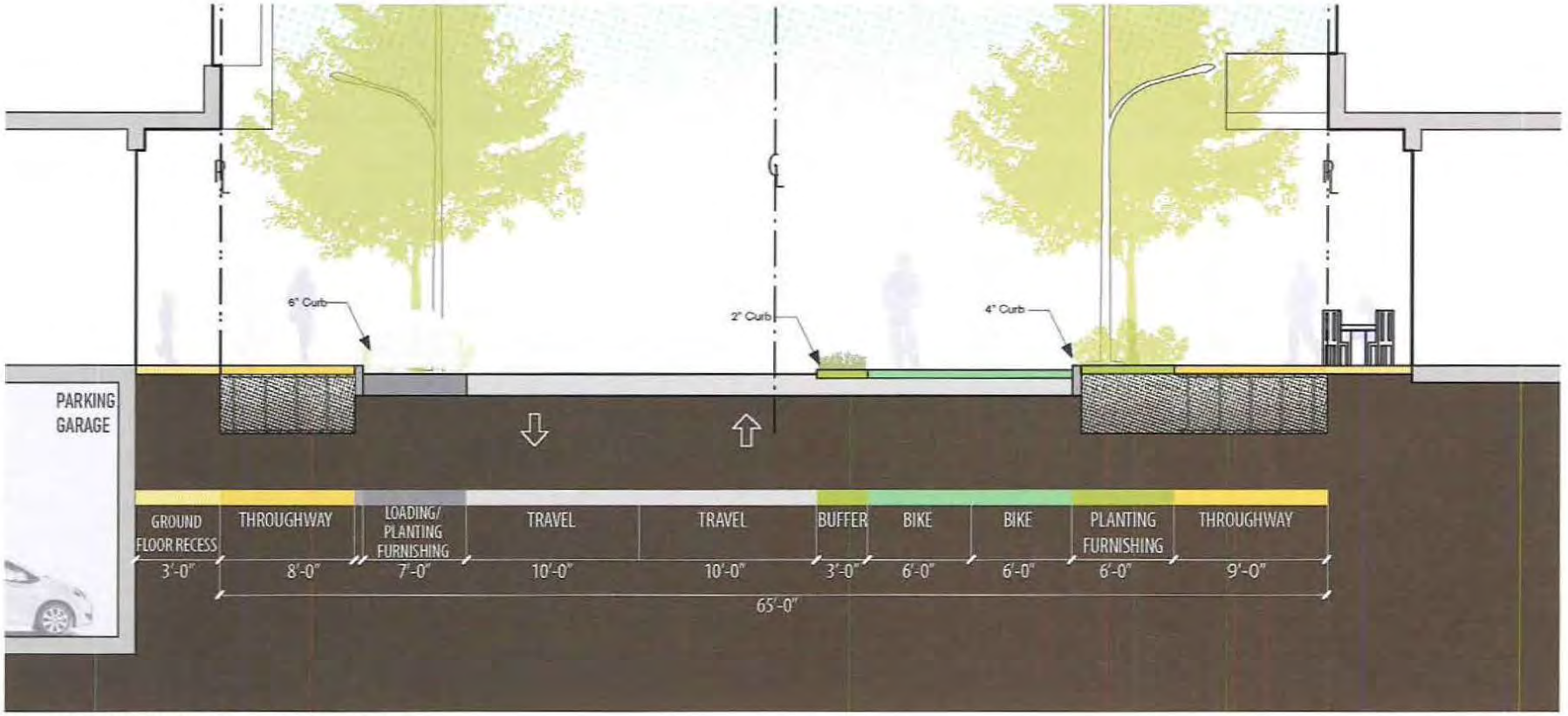

Figure 2-9: New Hudson Avenue Section - Typical

1" = 12'-0"
0' 6' 12' 18'

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Standards

2.1.1.16 Street Zone Dimensions Right-of-way cross-section dimensions shall be as shown in Figure 2-9.

2.1.1.17 Elements Elements per Figure 2-9 and Figure 2-10 . All elements shown shall be included. Dimensions vary.

2.1.1.18 Specifications Specifications shall conform to Table 2. New Hudson Specifications. See Section 2.3 for Public Realm & Open Space Elements.

2.1.1.19 Street Trees Street trees are required and shall be spaced at a maximum of 30'-0" on center.

2.1.1.20 Loading Loading per Section 4.6 Parking and 4.7 Loading.

2.1.1.21 Garage Entry Garage entries per Section 4.6 Parking and Figure 4-8 Parking.

Guidelines

2.1.1.22 Surfacing Where travel lanes exceed 10 feet wide, surfacing shall change adjacent to curb in the curb zone to a contrasting material, such as textured paving.

Table 2. New Hudson Specifications
(See Section 2.3 for Public Realm & Open Space Elements)
R.O.W. WIDTH: 65'-0"
BIKE FACILITIES: CLASS I BIKEWAY

SURFACING		(See 2.3.3)
P1	RAISED CROSSWALK ZONE	TYPE H, I
P2	FURNISHING / PLANTING ZONE	TYPE I, J, K
P3	TRAVEL ZONE	TYPE G, H
P4	THROUGHWAY ZONE	TYPE H, I, J
P5	CLASS I BIKEWAY	TYPE L
P6	CURB ZONE	TYPE H, I, J, K
CURBS		(See 2.3.7)
C1	CURB AND GUTTER	DPW STANDARD
PLANTING		(See 2.4.2)
L1	TREE	COMMERCIAL CORRIDOR
L2	PLANTING	UNDERSTORY TYPE C
L3	TREE	ENTRY
LIGHTING		(See 2.3.5)
LT1	STREET LIGHT	TYPE A
FURNISHING		(See 2.3.4)
F1	BIKE RACK	
F2	SEATING	TYPE A, B, D
PARKING & LOADING		(See Section 4.6 and 4.7)
PA1	LOADING ZONE	
PA2	GARAGE ENTRY / CURB CUT	

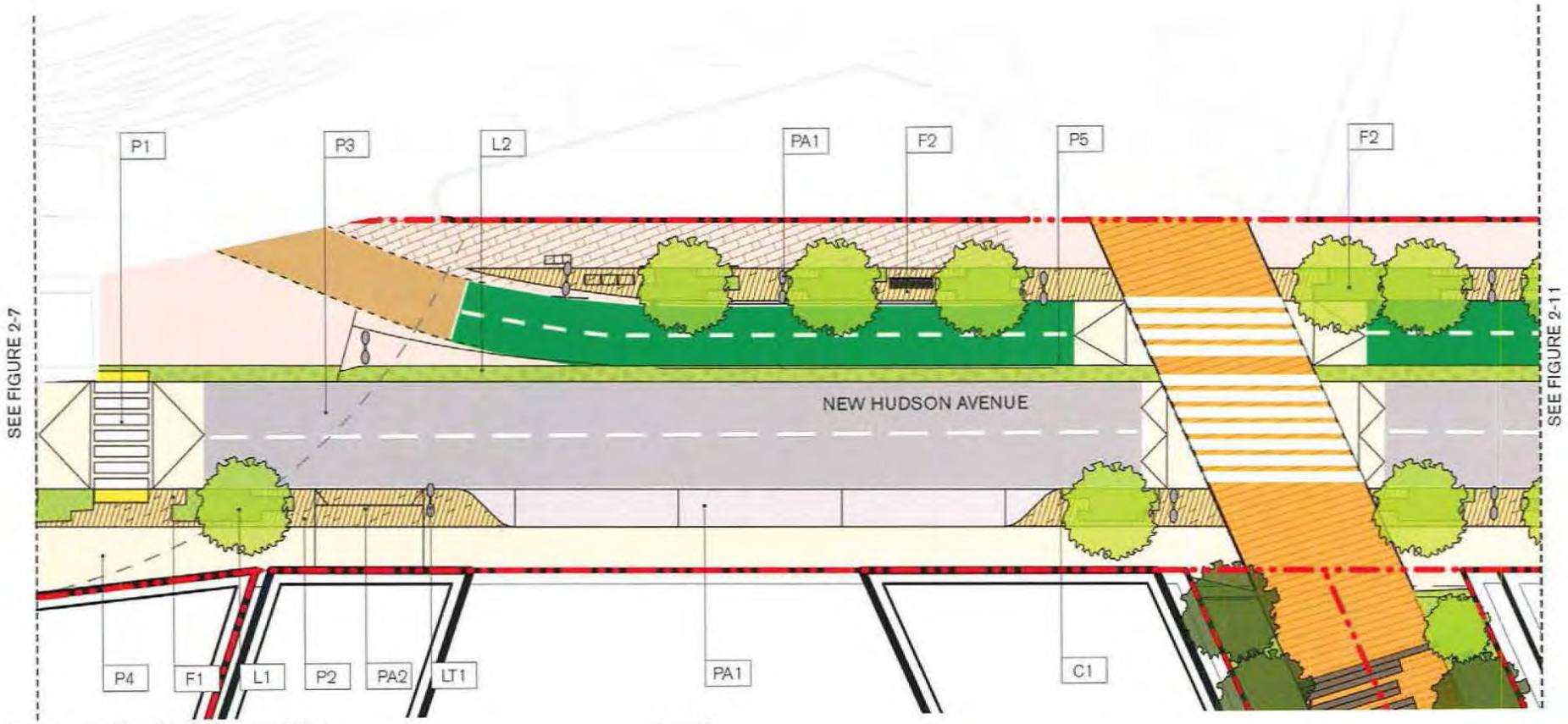

Figure 2-10: New Hudson Enlarged Plan

1" = 30'-0"
0' 15' 30' 45'

LEGEND

- Seating
- Light
- Refuse Receptacles
- Curb Ramp
- Raised Crosswalk
- Garage Entry / Curb Cut
- Loading
- Property Lines
- Parcel Break Lines

KEY PLAN

Figure 2-11: New Hudson Enlarged Plan

1" = 30'-0"
0' 15' 30' 45'

LEGEND

- Seating
- Loading
- Light
- Refuse Receptacles
- Raised Crosswalk
- Property Lines
- Parcel Break Lines

KEY PLAN

Figure 2-12: New Hudson Enlarged Plan

1" = 30'-0"

0' 15' 30' 45'

LEGEND

- Built-in Seating
- Seating
- Light
- Refuse Receptacles
- Raised Crosswalk
- Garage Entry / Curb Cut
- Property Lines
- Parcel Break Lines

KEY PLAN

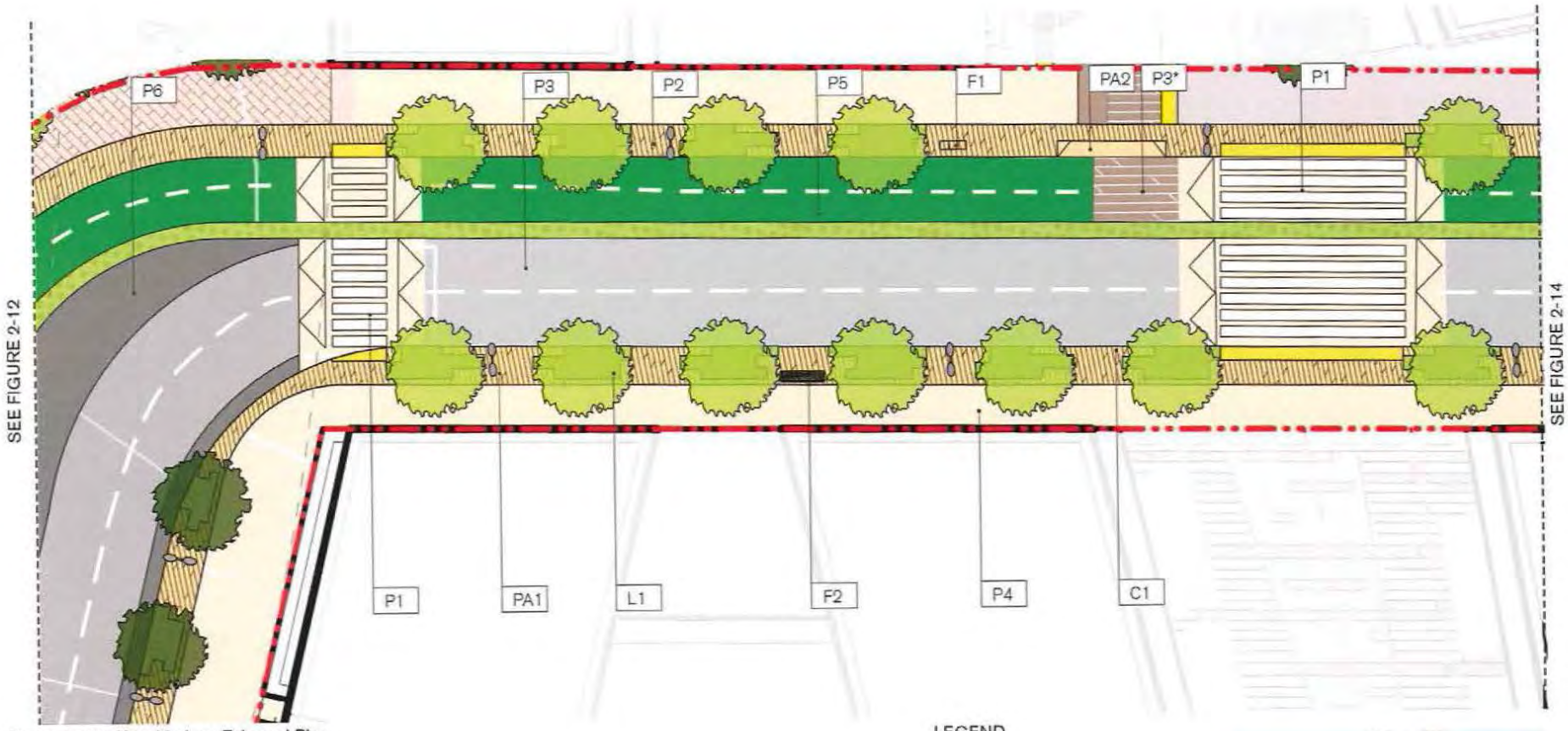

Figure 2-13: New Hudson Enlarged Plan

1" = 30'-0"
0' 15' 30' 45'

LEGEND

- Seating
- Light
- Refuse Receptacles
- Raised Crosswalk
- Garage Entry / Curb Cut
- Property Lines
- Parcel Break Lines

* See Figure 2-28

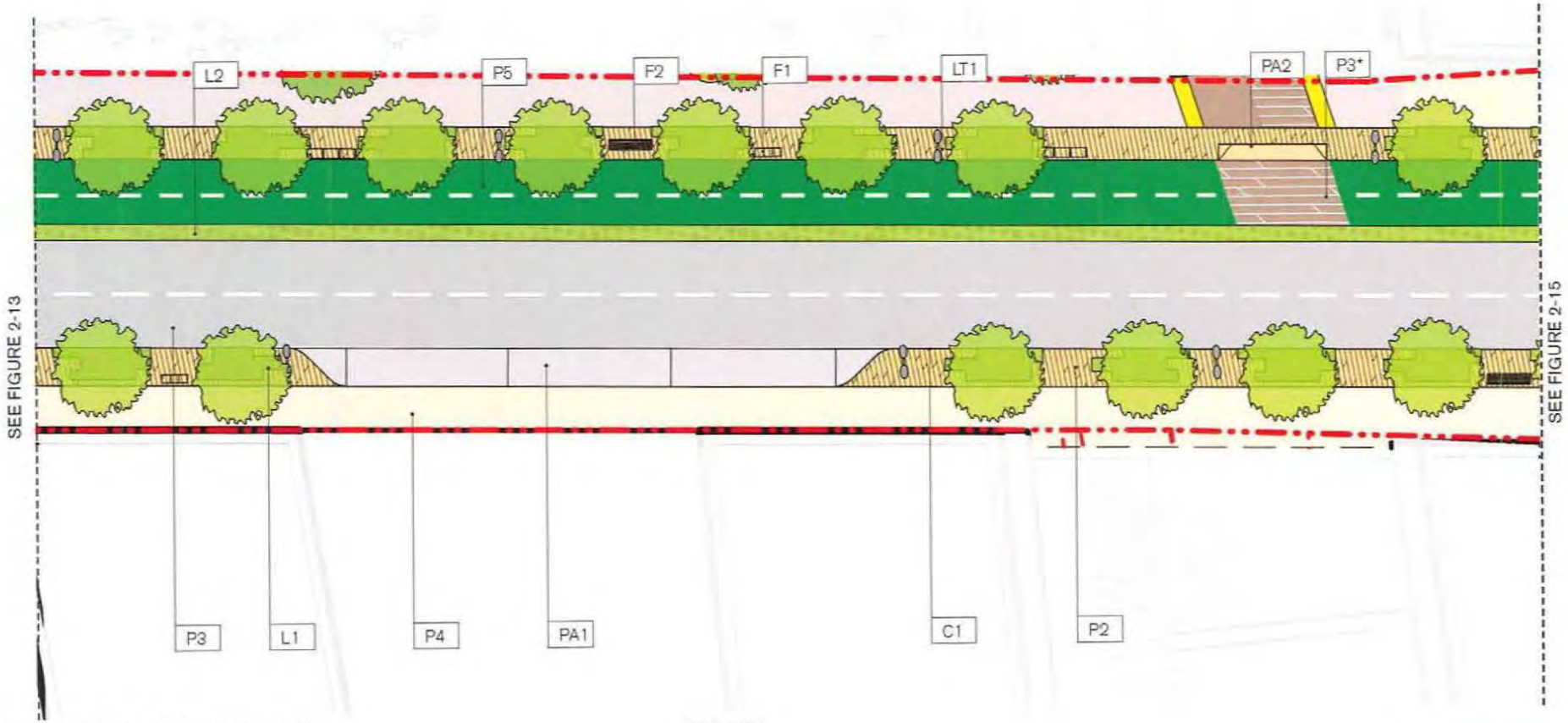

Figure 2-14: New Hudson Enlarged Plan

1" = 30'-0"

0' 15' 30' 45'

LEGEND

- Built-in Seating
- Seating
- Movable Seating

* See Figure 2-24

- Light
- Refuse Receptacles
- Raised Crosswalk
- Garage Entry / Curb Cut
- Loading
- Property Lines
- Parcel Break Lines

Figure 2-15: New Hudson Enlarged Plan

1" = 30'-0"
0' 15' 30' 45'

LEGEND

- Seating
- Light
- Refuse Receptacles
- Raised Crosswalk
- Garage Entry / Curb Cut
- Property Lines
- Parcel Break Lines

* See Figure 2-24

2996

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Arelious Walker Drive

Arelious Walker is the primary point of entry into the site for residents and visitors. Arelious Walker provides a generous pedestrian entry to the site accommodating multiple modes of arrival. A transit plaza with a major bus stop on Innes Ave and bike sharing node on Arelious Walker welcome those arriving by bus. The pedestrian zone is widened on the south. Loading is located on both sides of the street.

Figure 2-16: Arelious Walker Drive View

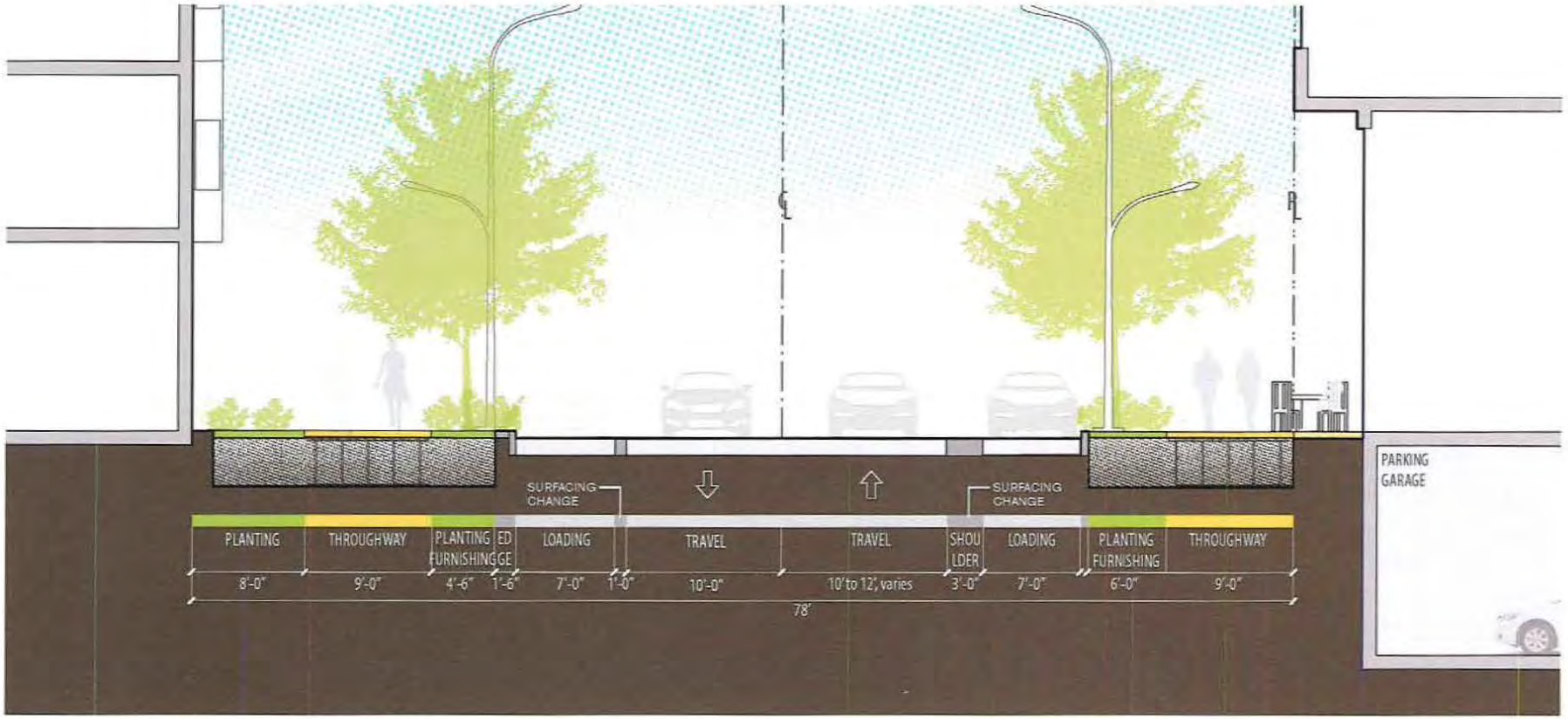


Figure 2-17: Arelious Walker Drive Section - Typical

1" = 12'-0"
0' 6' 12' 18'

2998

Standards

2.1.1.23 Street Zone Dimensions Right-of-way cross-section dimensions shall be as shown in Figure 2-17.

2.1.1.24 Elements Elements per Figure 2-18. All elements shown shall be included. Dimensions vary.

2.1.1.25 Specifications Specifications shall conform to Table 3. Arelious Walker Specifications. See Section 2.3 for Public Realm and Open Space Elements.

2.1.1.26 Street Trees Street trees are required and shall be spaced at a maximum of 30' on center.

2.1.1.27 Daylighting Loading shall be inset in edge zone as shown in Figure 2-18 and shall be setback at least 10' from intersection, measured from raised crosswalk.

2.1.1.28 Surfacing Where travel lanes exceed 10 feet wide, surfacing shall change adjacent to curb in curb zone to a contrasting material, such as textured paving.

2.1.1.29 Loading Loading per Section 4.6 Parking and 4.7 Loading.

Table 3. Arelious Walker Specifications
(See Section 2.3 for Public Realm & Open Space Elements)

R.O.W. WIDTH: 78 FEET
BIKE FACILITIES: BIKE SHARE

SURFACING		(See 2.3.3)
P1	RAISED CROSSWALK	TYPE H, I
P2	FURNISHING ZONE	TYPE I, J, K
P3	TRAVEL ZONE	TYPE G, H
P4	THROUGHWAY ZONE	TYPE H, I, J
P5	CURB ZONE	TYPE H, I, J, K
P6	TRUNCATED DOMES	TYPE R
CURBS		(See 2.3.7)
C1	CURB RAMP	DPW STANDARD
C2	CURB EXTENSION	DPW STANDARD
C3	CURB AND GUTTER	DPW STANDARD
PLANTING		(See 2.4.2)
L1	TREE	ENTRY STREET
L2	STREETSCAPE PLANTING	UNDERSTORY TYPE C
LIGHTING		(See 2.3.5)
LT1	STREET LIGHT	TYPE A
FURNISHING		(See 2.3.4)
F1	BIKE SHARE NODE	
F2	BIKE RACK	
F3	SEATING	TYPE A, B, D
PARKING & LOADING		(See Sections 4.6 and 4.7)
PA1	LOADING ZONE	DPW STANDARD
TRANSIT		(See 2.2.2)
T1	TRANSIT PLAZA	

2999

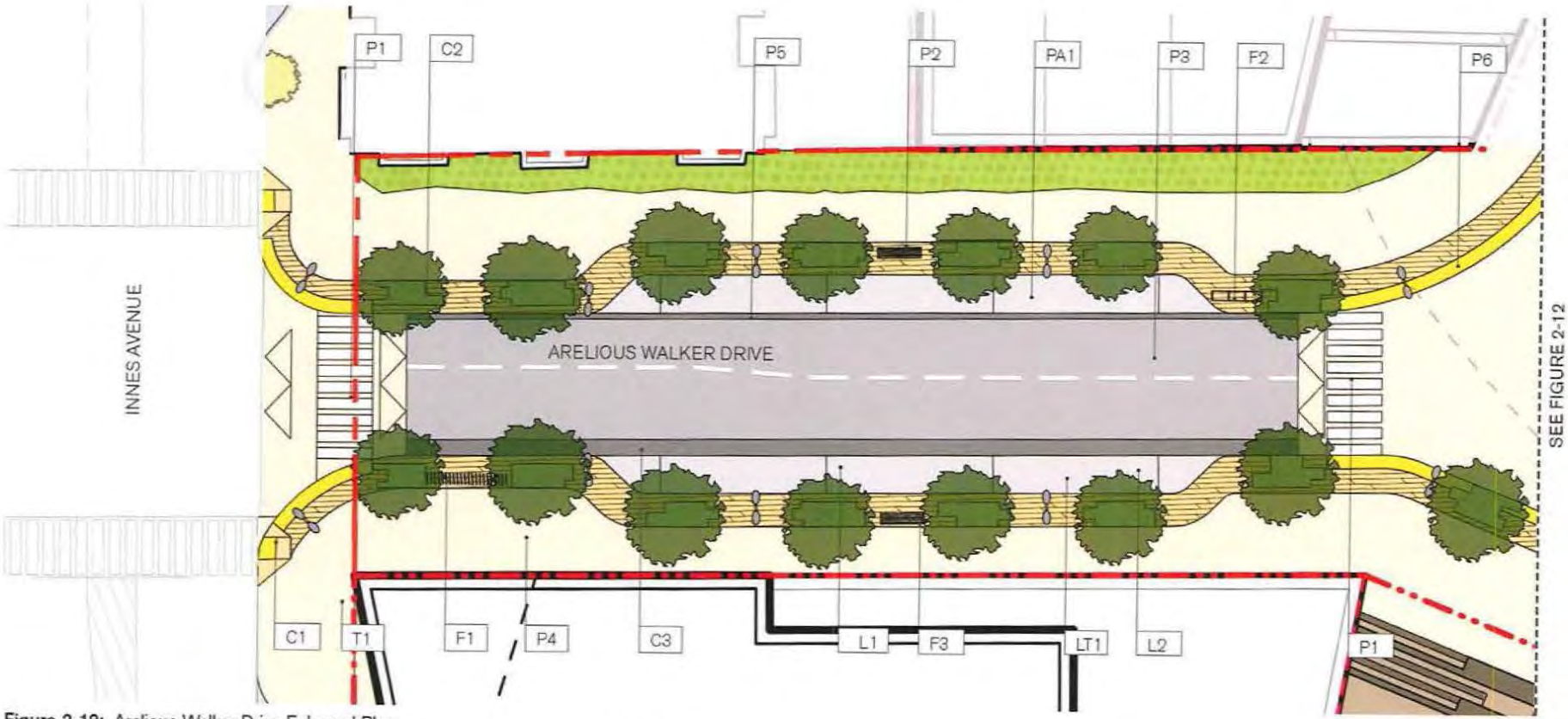


Figure 2-18: Arelious Walker Drive Enlarged Plan

1" = 30'-0"

0' 15' 30' 45'

LEGEND

- Seating
- Light
- Refuse Receptacles
- Curb Ramp
- Raised Crosswalk
- Loading
- Property Lines
- Parcel Break Lines

KEY PLAN

Earl Street

Earl Street serves as a secondary point of entry. In addition, Earl Street creates an edge between the Site and Northside Park. A generous pedestrian zone is provided. Large trees mark the entry to the site. A zone is provided on the northwest side for on-street parking and drop-off.

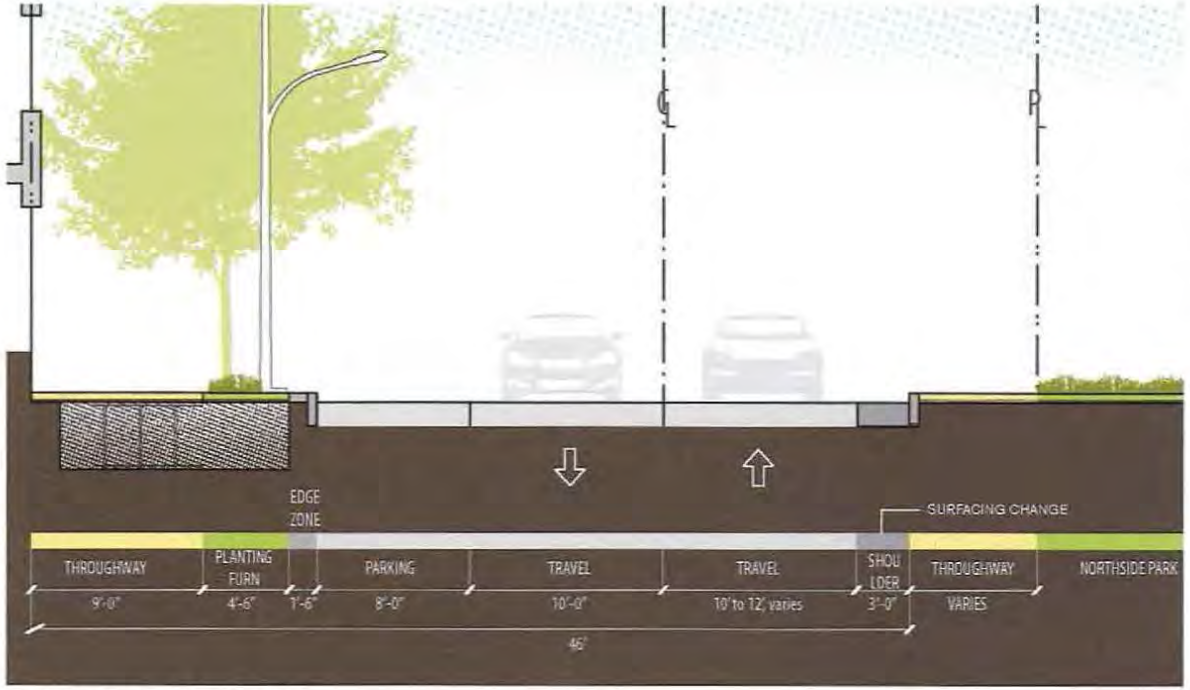


Figure 2-19: Earl Street Section

Table 4. Earl Street Specifications
(See Section 2.3 for Public Realm & Open Space Elements)

R.O.W. WIDTH: 46 FEET
BIKE FACILITIES: CLASS III

SURFACING		(See 2.3.3)
P1	RAISED CROSSWALK	TYPE H, I
P2	FURNISHING ZONE	TYPE I, J, K
P3	TRAVEL ZONE	TYPE G, H
P4	THROUGHWAY ZONE	TYPE H, I, J
P5	CURB ZONE	TYPE H, I, J, K
CURBS		(See 2.3.7)
C1	CURB RAMP	DPW STANDARD
C2	CURB EXTENSION	DPW STANDARD
C3	CURB AND GUTTER	DPW STANDARD
C4	GARAGE ENTRY	See Sections 4.6 and 4.7
PLANTING		(See 2.4.2)
L1	TREE	ENTRY STREET
L2	STREETSCAPE PLANTING	UNDERSTORY TYPE C
LIGHTING		(See 2.3.5)
LT1	STREET LIGHT	TYPE A
FURNISHING		(See 2.3.4)
F1	SEATING	TYPE A, B, D
PARKING & LOADING		(See Sections 4.6 and 4.7)
PA1	LOADING ZONE	

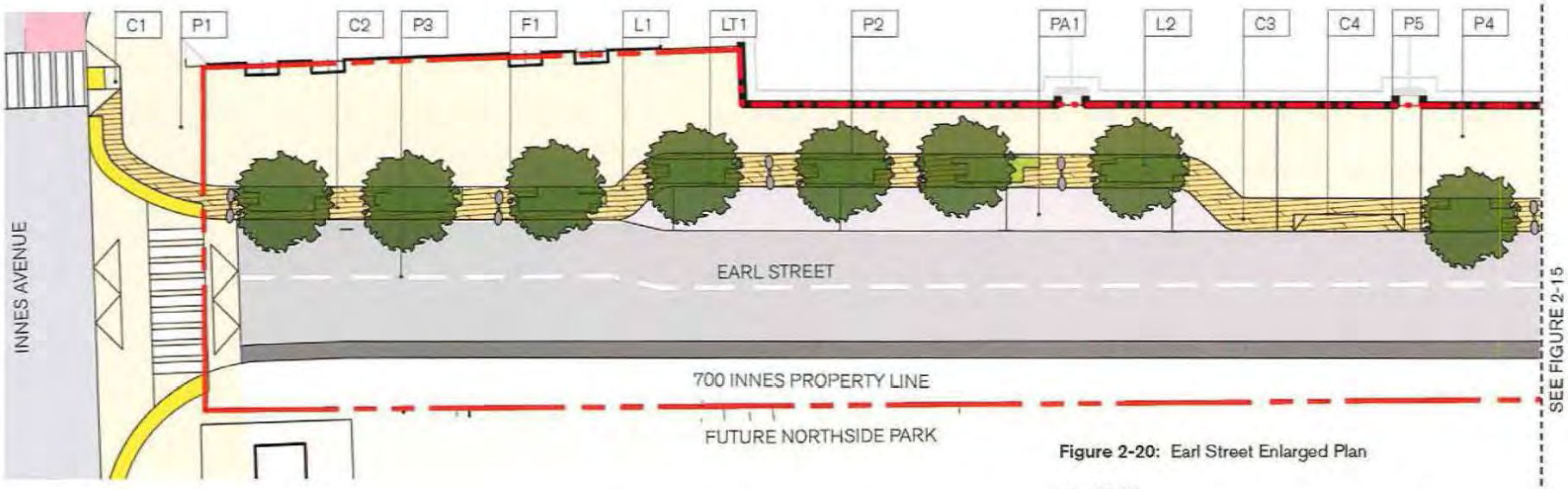


Figure 2-20: Earl Street Enlarged Plan

1" = 30'-0"

0' 15' 30' 45'

LEGEND

- Seating
- Light
- Refuse Receptacles
- Curb Ramp
- Raised Crosswalk
- Garage Entry / Curb Cut
- Loading

Standards

2.1.1.30 Street Zone Dimensions Right-of-way cross-section dimensions shall be as shown in Figure 2-19.

2.1.1.31 Elements Elements per Figure 2-19 and Figure 2-20. All elements shown shall be included. Dimensions vary.

2.1.1.32 Specifications Specifications shall conform to Table 4. Earl Street Specifications. See Section 2.3 for Public Realm and Open Space Elements.

2.1.1.33 Street Trees Street trees are required and shall be spaced at a maximum of 30' on center.

2.1.1.34 Daylighting Loading shall be inset in edge zone as shown in Figure 2-20 and shall be setback at least 10' from intersection, measured from raised crosswalk.

2.1.1.35 Surfacing Where travel lanes exceed 10 feet wide, surfacing shall change adjacent to curb in curb zone to a contrasting material, such as textured paving.

2.1.1.36 Loading Loading per Section 4.6 Parking and 4.7 Loading.

Shared Public Way

The shared public way prioritizes pedestrians -- accommodating requirements for infrequent, low-volume vehicular access in a one way loop while maintaining flexible community use. The shared public way includes Beach Lane, Fairfax Lane, and Spring Lane. Vehicular access is limited to slow speeds to facilitate the creation of a vibrant pedestrian space. The shared public way fosters a unique identity and venue for public life in the Flats neighborhood. Planting is accommodated where possible, with an emphasis on habitat creation and stormwater treatment, reducing infrastructure required for stormwater elsewhere on site and expanding public realm amenities.

Shared Public Way

The shared public way is configured to provide varied experiences, be performative, and provide places of discovery within the Flats neighborhood. At strategic moments, spaces for public gathering and signature furnishings and installations are provided. Extents of the shared way expand to create wider areas for pedestrian use and informal gathering spaces, as well as staging areas for emergency vehicles.

KEY PLAN

Figure 2-21: Shared Public Way - Spring Lane

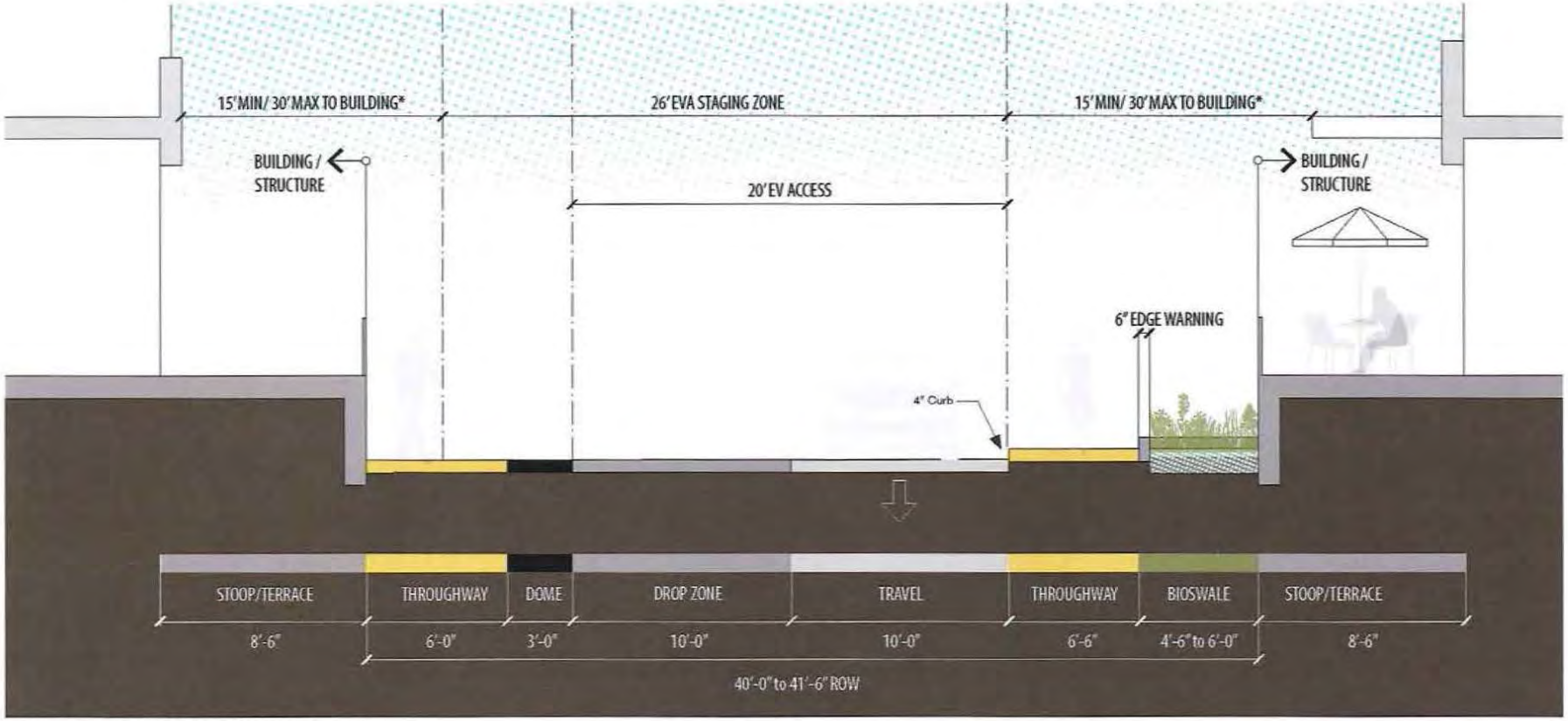


Figure 2-22: Shared Public Way Section

1" = 12'-0"
0' 6' 12' 18'

*Dimensions vary. Final dimensions to be confirmed by SFFD.

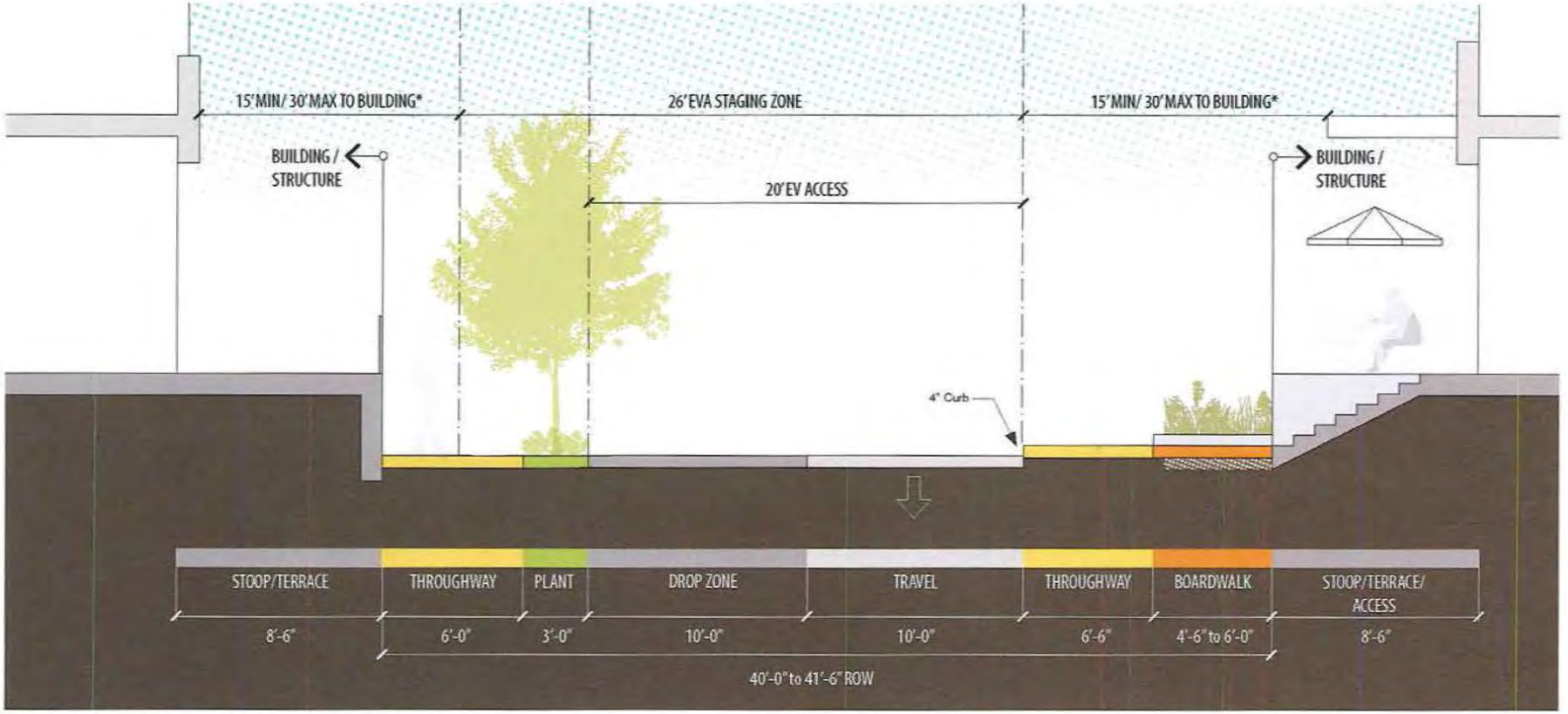


Figure 2-23: Typical Shared Public Way Section at tree

1" = 12'-0"

0' 6' 12' 18'

*Dimensions vary. Final dimensions to be confirmed by SFFD.

Standards

2.1.1.37 Street Zone Dimensions Right-of-way cross-section dimensions shall be as shown in Figure 2-22 and Figure 2-23.

2.1.1.38 Elements Elements per Figure 2-24 through Figure 2-28. All elements shown shall be included. Dimensions vary.

2.1.1.39 Specifications Specifications shall conform to Figure 2-24. Shared Public Way Specifications. See Section 2.3 for Public Realm and Open Space Elements.

2.1.1.40 Edge Warning Provide minimum 6 inch high edge warning at edge of stormwater treatment area where vertical grade change exceeds 4 inch. Use wood or pipe rail material.

2.1.1.41 Pocket Plazas Pocket Plazas shall be provided as shown in Figure 2-49 and Figure 2-55. These are vehicle-free zones which shall feature special paving and site-specific furnishings. See Section 2.3.3 and 2.3.4 for non-exhaustive examples.

Guidelines

2.1.1.42 Visual/Tactile Cues Provide visual/tactile cues to alert people with visual impairments to the shared nature of the space, including tactile warnings and paving texture changes.

2.1.1.43 Vehicular Travel Zone Paving pattern and texture change shall be used to distinguish the vehicular travel zone from shared zone.

2.1.1.44 Boardwalks Elevated boardwalks shall span over stormwater treatment facilities to provide pedestrian acces from sidewalk to ground floor units.

2.1.1.45 Groundplane Planting Groundplane planting shall maximize habitat potential. See Section 2.4.

2.1.1.46 Stormwater Management Stormwater generated within the right-of-way shall be treated within the right-of-way in decentralized linear bioretention treatment areas adjacent to the sidewalk with 6" high curb.

Table 5. Shared Public Way Specifications
(See Section 2.3 for Public Realm and Open Space Elements)

R.O.W. WIDTH: VARIES
BIKE FACILITIES: CLASS III

SURFACING		(See 2.3.3)
P1	PEDESTRIAN THROUGHWAY	TYPE H, I, J, K
P2	BOARDWALK	TYPE U
P3	DETECTABLE WARNING	TYPE R
P4	DETECTABLE WARNING AT PED CROSSING	TYPE R
P5	TRAVEL ZONE	TYPE H, I, J, K
P6	PED PATHWAY	TYPE I, J, K
P7	GARAGE ENTRY	See Section 4.6 and 4.7
P8	SHARED ZONE	TYPE H, I, J, K
CURBS		(See 2.3.7)
C1	CURB RAMP	DPW STANDARD
C2	CURB AND GUTTER	DPW STANDARD
PLANTING		(See 2.4.2)
L1	TREE	OPEN SPACE
L2	BIORETENTION	UNDERSTORY TYPE F
L3	TREE	LANE/LANEWAY
L4	STREETSCAPE PLANTING	UNDERSTORY TYPE C
LIGHTING		(See 2.3.5)
LT1	PEDESTRIAN LIGHT	TYPE B, F
PARKING/LOADING/DROP-OFF		(See Section 4.6 and 4.7)
PA1	DROP-OFF	
PA2	LOADING	

3007

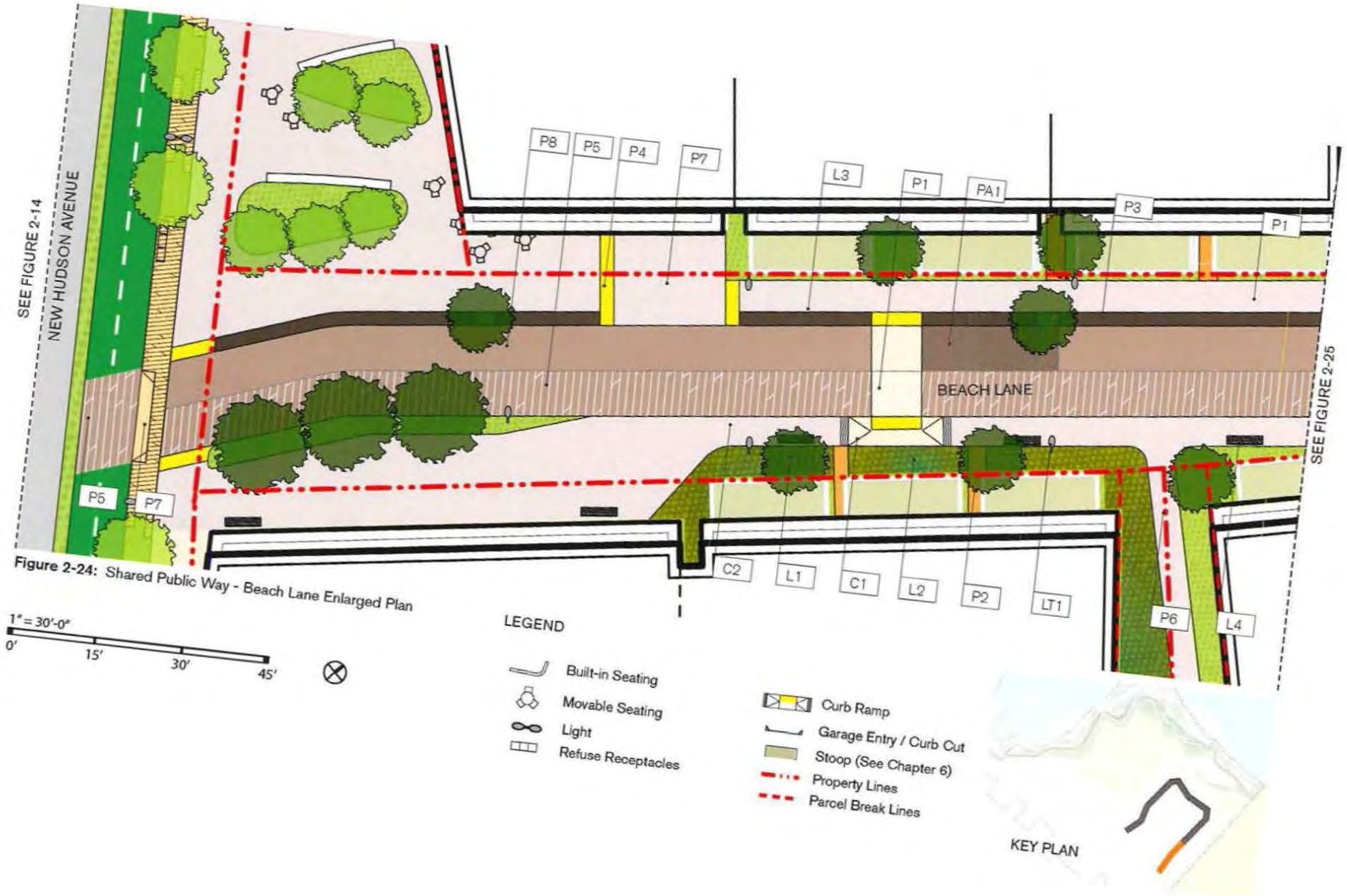


Figure 2-24: Shared Public Way - Beach Lane Enlarged Plan

Figure 2-25: Shared Public Way - Beach Lane Enlarged Plan

Figure 2-26: Shared Public Way - Fairfax Lane Enlarged Plan

1" = 30'-0"

0' 15' 30' 45'

LEGEND

- Light
- Curb Ramp
- Stoop (See Chapter 6)
- Property Lines
- Parcel Break Lines

KEY PLAN

Figure 2-27: Shared Public Way - Spring Lane Enlarged Plan

Figure 2-28: Shared Public Way - Spring Lane Enlarged Plan

Laneways

Laneway Design Objectives

The laneways break down the scale of large blocks, providing permeability, pedestrian access, views to the bay and enhanced connectivity. They serve as urban trails for continuity and connectivity to and through the development.

The laneways are intended to be active and vibrant public space with a garden like character.

Material choices, including wood decking, distinguish this space from a typical pedestrian sidewalk. Materials and planters are integrated into the subgrade parking structure.

Planting areas may be used for stormwater management if required by the hydraulics of the phase.

Figure 2-29: Cove Laneway Axon

Figure 2-30: Hillside Laneway Axon

Figure 2-31: Laneway Index Plan

Cove Laneway

The Cove Laneway provides a direct mid-block passage for pedestrians from Innes to New Hudson and the Cove Terrace.

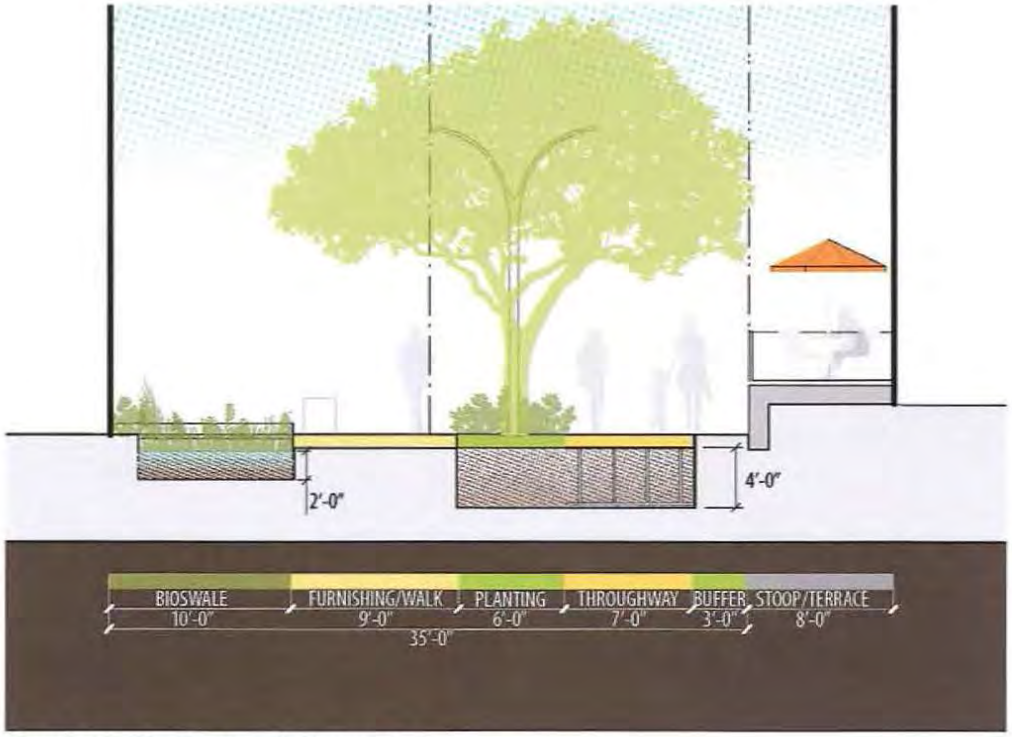


Figure 2-32: Cove Laneway Section - Typical

1" = 12'-0"
0' 6' 12' 18'

Table 6. Cove Laneway Specifications
(See Section 2.3 for Public Realm and Open Space Elements)

SURFACING		(See 2.3.3)
P1	THROUGHWAY ZONE	TYPE I, J
P2	WOOD DECK	TYPE U
PLANTING		(See 2.4.2)
L1	FLOW-THROUGH PLANTER	UNDERSTORY TYPE G, F
L2	TREE	LANE/LANEWAY
L3	PLANTING	UNDERSTORY TYPE B, D
LIGHTING		(See 2.3.5)
LT1	PEDESTRIAN LIGHT	TYPE B
FURNISHING		(See 2.3.4)
F1	SEATING	TYPE A, B, D, E, F
F2	GATE	TYPE D, E

Figure 2-33: Cove Laneway Enlarged Plan

Standards

2.1.2.1 Laneway Dimensions Laneway cross-section dimensions shall be as shown in Figure 2-32.

2.1.2.2 Elements Elements per Figure 2-32 and Figure 2-33. All elements shown shall be included. Dimensions vary.

2.1.2.3 Specifications Specifications shall conform to Table 6. Cove Laneway Specifications. See Section 2.3 for Public Realm and Open Space Elements.

2.1.2.4 Tree Size Minimum tree size is 24-inch box. Top of rootball shall not exceed 2' above finished grade. Accommodate soil in podia.

2.1.2.5 Raised Planters Raised planters shall be no greater then 18" in height to allow for incorporation of seating elements except where required for stormwater treatment or tree planting.

Guidelines

2.1.2.6 Trees Trees shall be planted in linear rows to frame views to the bay.

Hillside Laneway

The hillside laneway provides a direction connection from Innes to New Hudson at the intersection with Spring Lane. The Hillside Laneway provides an important pedestrian connection to the Flats, the Big Green, and the Beach.

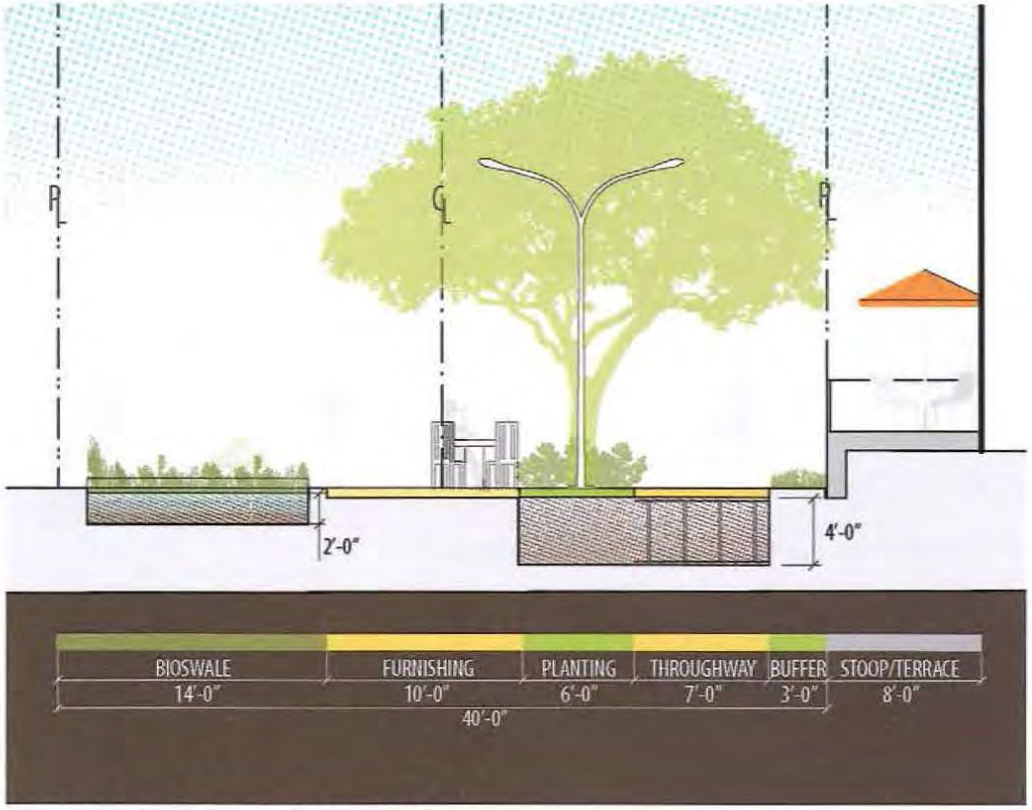


Figure 2-34: Hillside Laneway Section-Typical

1" = 12'-0"
0' 6' 12' 18'

Table 7. Hillside Laneway Specifications
(See Section 2.3 for Public Realm and Open Space Elements)

SURFACING		(See 2.3.3)
P1	THROUGHWAY ZONE	TYPE I, J
P2	WOOD DECK	TYPE U
P3	INFILTRATION BOARDWALK	TYPE U
PLANTING		(See 2.4.2)
L1	TREE	LANE/LANEWAY
L2	FLOW-THROUGH PLANTER	UNDERSTORY TYPE G, F
L3	PLANTING	UNDERSTORY TYPE B, D
LIGHTING		(See 2.3.5)
LT1	PEDESTRIAN LIGHT	TYPE B
FURNISHING		(See 2.3.4)
F1	SEATING	TYPE A, B, D, E, F
F2	WATER FEATURE	
F3	GATE	TYPE D, E

Figure 2-35: Hillside Laneway Enlarged Plan

1" = 50'-0"

0' 25' 50' 75'

LEGEND

- Light
- Seating
- Stoop (See Chapter 6)
- Property Lines
- Parcel Break Lines

KEY PLAN

Standards

2.1.2.7 Laneway Dimensions Laneway cross-section dimensions shall be as shown in Figure 2-34.

2.1.2.8 Elements Elements per Figure 2-34 and Figure 2-35. All elements shown shall be included. Dimensions vary.

2.1.2.9 Specifications Specifications shall conform to Table 7. Hillside Laneway Specifications. See Section 2.3 for Public Realm and Open Space Elements.

2.1.2.10 Tree Size Minimum tree size is 24-inch box. Top of rootball shall not exceed 2' above finished grade. Accommodate soil in podia.

2.1.2.11 Raised Planters Raised planters shall be no greater then 18" in height to allow for incorporation of seating elements except where required for stormwater treatment or tree planting.

Guidelines

2.1.2.12 Trees Trees shall be planted in linear rows to frame views to the bay.

2.1.2.13 Stormwater Collection and Treatment Stormwater collection and treatment shall be incorporated into the laneway right of way if phase required.

2.1.2.14 Water If a water feature is included, non-potable water shall be used.

Flats Laneway

The Flats Laneway provides a midblock pedestrian connection between Spring Lane and Beach Lane. Program zones adjacent to the Flats Laneways will serve residents of the adjacent neighborhood.

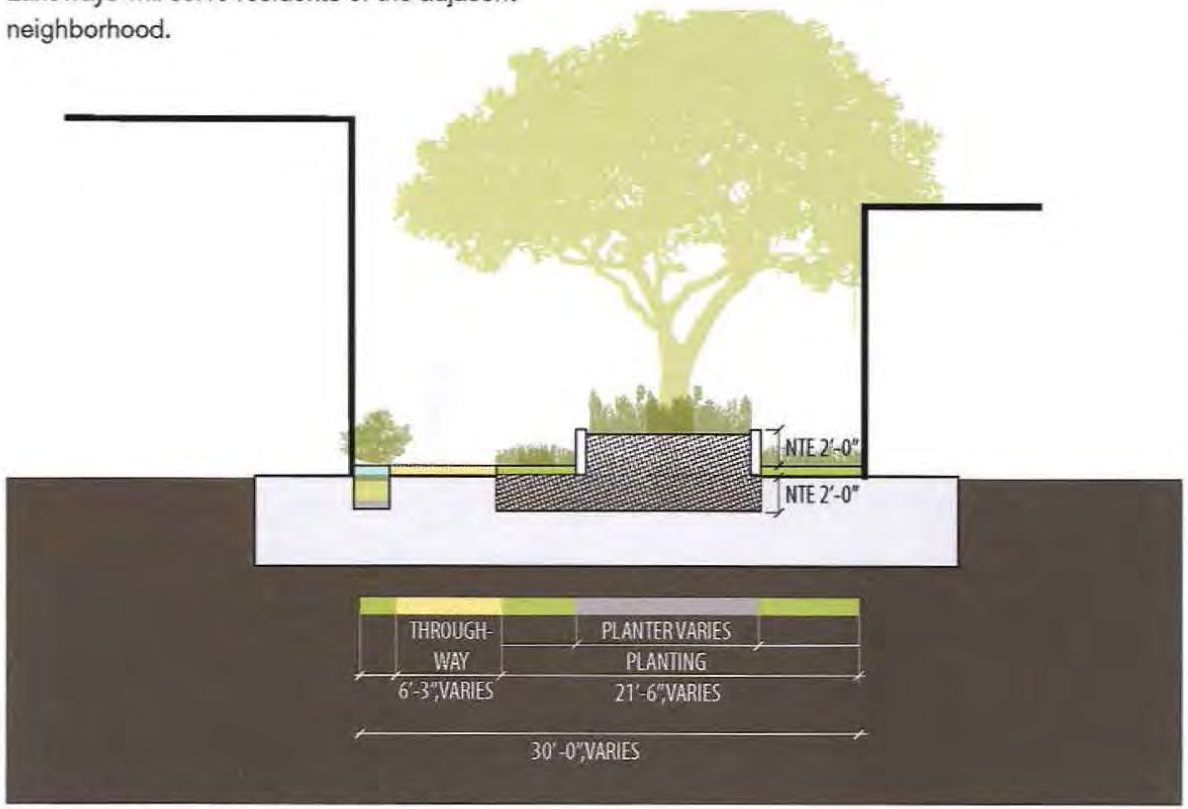


Figure 2-36: Flats Laneway Section - Typical

1" = 12'-0"
0' 6' 12' 18'

Table 8. Flats Laneway Specifications
(See Section 2.3 for Public Realm and Open Space Elements)

SURFACING		(See 2.3.3)
P1	THROUGHWAY ZONE	TYPE I, J
PLANTING		(See 2.4.2)
L1	TREE	LANE/LANEWAY
L2	FLOW-THROUGH PLANTER	UNDERSTORY TYPE F, G
L3	PLANTING	UNDERSTORY TYPE B, D
LIGHTING		(See 2.3.5)
LT1	PEDESTRIAN LIGHT	TYPE B
FURNISHING		(See 2.3.4)
F1	SEATING	TYPE A, B, D, E, F
F2	POCKET PLAZA	SEE SECTION 2.2.6
F3	GATE	TYPE D, E

KEY PLAN

Figure 2-37: Flats Laneway Enlarged Plan

Standards

2.1.2.15 Laneway Dimensions Laneway cross-section dimensions shall be as shown in Figure 2-36.

2.1.2.16 Elements Elements per Figure 2-36 and Figure 2-37. All elements shown shall be included. Dimensions vary.

2.1.2.17 Specifications Specifications shall conform to Table 8 Flats Laneway Specifications. See Section 2.3 for Public Realm and Open Space Elements.

2.1.2.18 Tree Size Minimum tree size is 24-inch box. Top of rootball shall not exceed 2' above finished grade. Accommodate soil in podia.

2.1.2.19 Raised Planters Raised planters shall be no greater then 24" in height from finished grade to allow for incorporation of seating elements except where required for stormwater treatment or tree planting.

Guidelines

2.1.2.20 Trees Trees shall be planted in linear rows to frame views to the bay.

2.1.2.21 Stormwater Collection and Treatment Stormwater collection and treatment shall be incorporated into the laneway right of way.

2.1.2.22 Access Pathway shall connect to gate entrances to provide access to adjacent properties.

Trails

Trail Design Objectives

The trail network provides a range of experiences for pedestrians and bicyclists accessing the site where no two trails will look and feel exactly the same. Dimensions are designed for a future intensity of use and to create variety, choice, and character. Trails vary from urban and hard to soft and intimate. Trails widen at furnishing zones and specific moments to incorporate amenities, furnishings, and varied conditions. Trails should also be aligned to accent views, create intimate gathering spaces, and call attention to unique landscapes, sculptures, or habitat conditions.

Trail Network

Part of a regional-scale network of trails, the India Basin project fills a missing link in the Bay Area system with a robust web of interwoven and diverse trails. Connections are intended to be seamless with urban portions of the site and adjacent sites to reinforce both the waterfront and regional trail network. This section details the design intent, standards, and guidelines for different trail types.

Maintenance Access Routes

The Big Green is composed of diverse habitats, amenities, and water infrastructure that require on-going maintenance and servicing. The maintenance and access regime prioritizes the pedestrian and habitats, and preserves the sense of place and natural character of the site as wild and rugged. Vehicular access routes should be consolidated through the park to the primary multi-use trail to reserve park space for public amenities. Dimensions for maintenance access routes are designed to be scale-appropriate to the small, intimate feel of the site. Access to the trail is provided through the market plaza and shared way. Off-shoot access routes to maintain the stormwater facilities are designed to align with the facilities and blend into the landscape.

Figure 2-38: Maintenance Access Routes

Figure 2-39: Trail Index Plan

General Standards and Guidelines

The trail general standards and guidelines provide a range of trail experiences and access routes that are durable and lasting. See Figure 2-39 Trail Index Plan for location of types. Primary multi-use and class 1 bikeway trails are designed for direct and intuitive passages through the site and to main gathering spaces and destinations. Secondary hiking trails and boardwalks meander through the open spaces for a sense of discovery and intimacy. Informal foot paths are anticipated to evolve over time. Trails should accommodate a range of users at any given time and be accessible to all ages and abilities.

Standards

2.1.3.1 Trail Dimensions Trail dimensions shall be as shown in Figure 2-39.

2.1.3.2 Elements All trails shown in Figure 2-39 through 2-43 are required. Locations may vary.

2.1.3.3 Multi-Use Trail The multi-use / Bay Trail shall be a maximum of 20 feet wide, including 3' shoulders on both sides and interior planting strips. The multi-use / Bay Trail shall be a minimum of 12 feet wide.

2.1.3.4 Turnouts Where the width of an accessible trail is less than 5 feet, provide turnouts at least 5 feet wide every 200 feet or in conformance with current US Outdoor Recreation Access Route standards for trail passing spaces, whichever distance is shorter. Shall conform to surrounding conditions. Shall be integral to path configuration and materiality.

2.1.3.5 Clearance Vertical clearance shall be at least 10 feet high from trail finished surface.

2.1.3.6 Borders Provide either a change in elevation or a physical barrier at the edge of trails to define the edge that may include planting, a plant barrier, or a low fence. Fence shall be at least 90% transparent.

2.1.3.7 Access All trails shall accommodate a range of users and shall meet current Trail ADA guidelines.

2.1.3.8 Furnishing Area Locate all furnishings in the furnishing area outside of the main path of travel.

Type A & B: Multi-Use Trail
Durable and smooth, resin pavement trail. Provides access for pedestrians and bicycles.

Type C: Multi-Use Trail
Combination of resin pavement pedestrian shoulders and smooth, durable, paved 2-way main throughway.

Type D: Hiking Trail
Durable, smooth materials where occurs in tidally influenced areas, can withstand tidal conditions and occasional submersion.

Type E: Elevated Boardwalk
Durable, wooden boardwalk elevated above adjacent grade.
6" wood curb for edge detection.
No guardrail. Adjacent grade not to exceed 30" below finish surface. Dogs prohibited.

Type F: Stair In Slope
Wood and resin stair set into slope providing access from upland to shoreline trail.

Type G: Resident Foot Path
Cobble foot path provides access through semi-private shared backyard to residential units.
Ensure durable fill between cobbles for stable surface.

Type H: Foot Path
Informal dirt trail that meander throughout park. Compact and maintain where footpaths evolve.

Trail Types: Sections

The sections here detail dimensions for each trail type. See Figure 2-39Figure 2-39 Trail Index Plan for location of each trail type.

Standards

2.1.3.9 Dimensions Dimensions per Figure 2-40 through Figure 2-43.

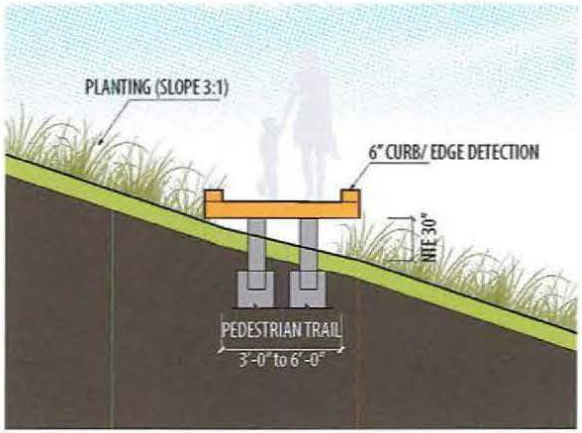
Guidelines

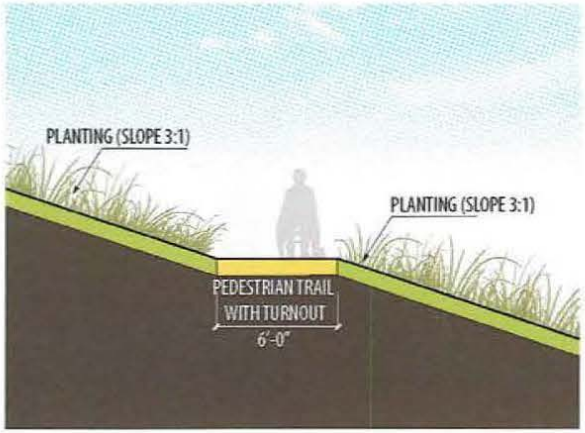
2.1.3.10 Multi-Use Trail The multi-use trail shall serve as a primary spine through the Big Green and connect to adjacent sites. It shall provide direct yet meandering access for pedestrians and bicycles through the Cove Terrace, Big Green, and Beach Overlook.

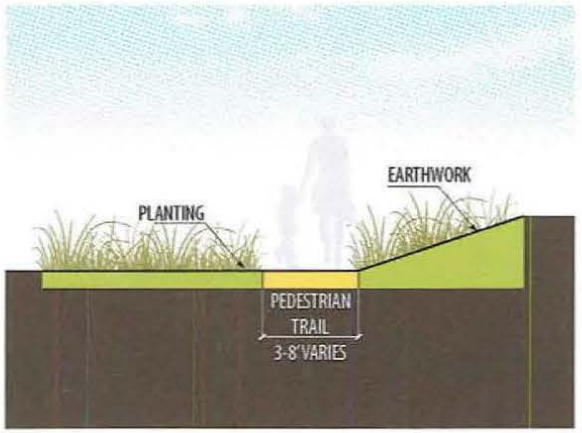
2.1.3.11 Shoreline Boardwalk The shoreline boardwalk shall serve as the primary trail through the shoreline and shall be situated for direct access to the tidal zone. It shall be open to pedestrians only. Locate the trail at an elevation midway between current tidal marsh and top of bank for a unique experience in a perched habitat zone above midcentury sea level rise. See Section 3.8 for adaptation strategies.

2.1.3.12 Hiking Trails Hiking trails shall meander through the Big Green providing a sense of discovery, finding, and wildness. Trails are intended to be narrow and for pedestrians and dogs.

Figure 2-40: Trail Sections - Type A & B: Multi-Use Trail







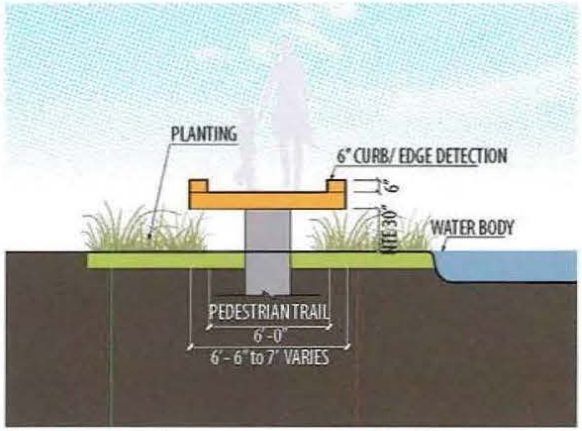


Figure 2-41: Trail Sections - Type E: Elevated Boardwalk

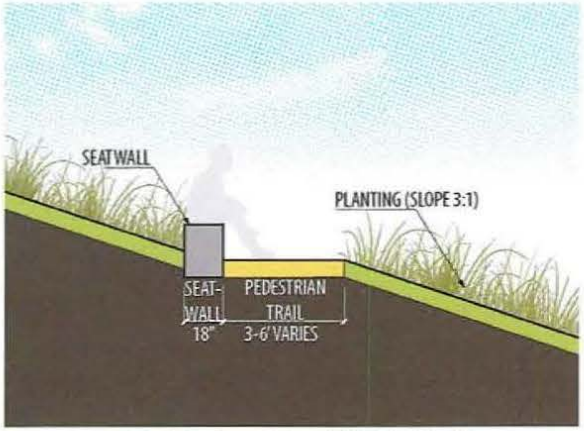


Figure 2-42: Trail Sections - Type A-D, I: Trail in Slope

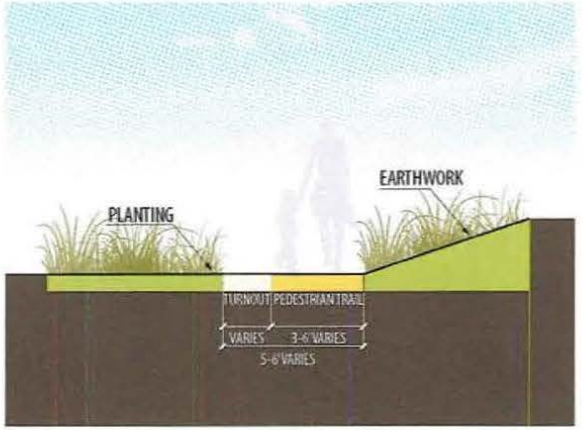


Figure 2-43: Trail Sections - Type D & H: Hiking Trail

Furnishing Areas

Located adjacent to trails, furnishing areas are located throughout the Big Green and Shoreline to accommodate furnishings and a range of elements that enhance usership and experience of the park. These include furnishings, signage, refuse receptacles, viewing areas, drinking fountains, turnouts, and picnic areas. Dimensions of the furnishing areas are designed for intensity of use and to create intimate spaces for reflection, while preserving through access on adjacent trails. The furnishing area should reflect the wild character of the Big Green. See Chapter 3 for trail adaptation for sea level rise.

Standards

2.1.3.13 Furnishing Furnishing areas on the Multi-Use Trail shall be no more than 300 feet apart. Built-in or affixed furnishings shall be located in furnishing areas only and outside of the primary path dimensions. Locate for views and comfort. Conform to surrounding conditions. Shall be integral to path configuration and materiality.

Guidelines

2.1.3.14 Location Furnishing area shall be integral to pathways in design, materiality, and alignment. Locate furnishing areas to maximize comfort including but not limited to wind protection and solar aspect. Place furnishing areas for views of the shoreline and for viewing sculptures.

2.1.3.15 Amenities The following amenities shall be provided at furnishing areas: seating, refuse receptacles, signage, bicycle racks. See Section 2.3 for Public Realm and Open Space Elements.

Bay Trail Rendering

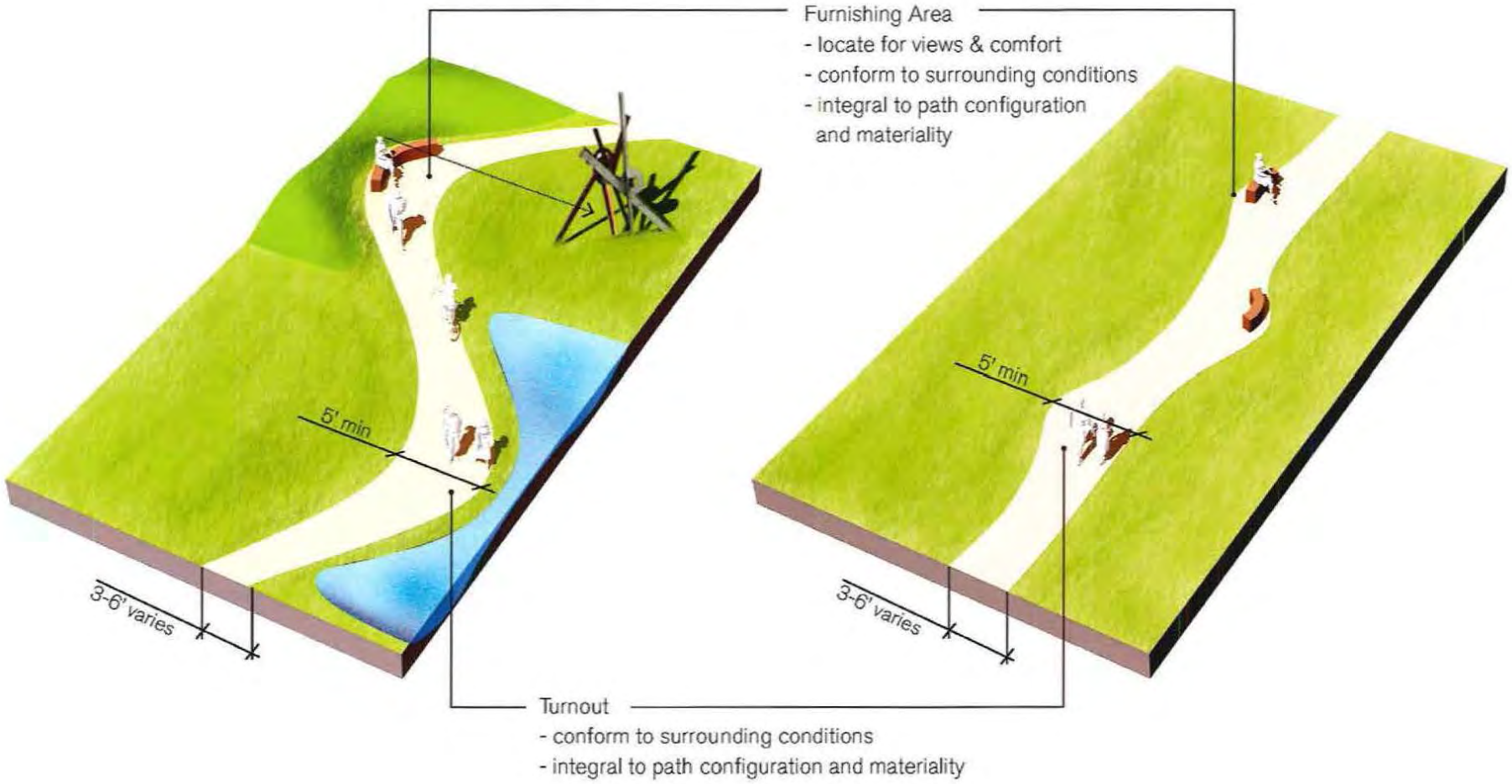


Figure 2-44: (Left) Furnishing Areas at Curve (Right) Furnishing Areas at Straight Alignments

Figure 2-45: Earl Path Section

Table 9. Earl Path Specifications

(See Section 2.3 for Public Realm and Open Space Elements)

TRAIL WIDTH: 10 FEET
BIKE FACILITIES: MULTI-USE TRAIL

SURFACING		(See 2.3.3)
P1	MULTI-USE PATH	TYPE I, M
P2	BOARDWALK	TYPE U
PLANTING		(See 2.4.2)
L1	TREE	ENTRY STREET
L2	PLANTING	UNDERSTORY TYPE C
LIGHTING		(See 2.3.5)
LT1	PEDESTRIAN LIGHT	TYPE B
FURNISHING		(See 2.3.4)
F1	SEATING	TYPE A, B, D, E

KEY PLAN

Figure 2-46: Earl Path Enlarged Plan

Standards

2.1.3.16 Trail Dimensions Trail dimensions shall be as shown in Figure 2-45.

2.1.3.17 Elements Elements per Figure 2-45 and Figure 2-46. All elements shown shall be included. Dimensions vary.

2.1.3.18 Specifications Specifications shall conform to Table 9. Earl Path Specifications. See Section 2.3 for Public Realm and Open Space Elements.

2.1.3.19 Tree Size Minimum tree size is 24-inch box.

Guidelines

2.1.3.20 Seating Seating shall be oriented toward the adjacent property, not toward residences.

2.1.3.21 Pedestrian Surfacing Surfaces shall be firm, stable and slip resistant.

Figure 2-47: Earl Path Enlarged Plan

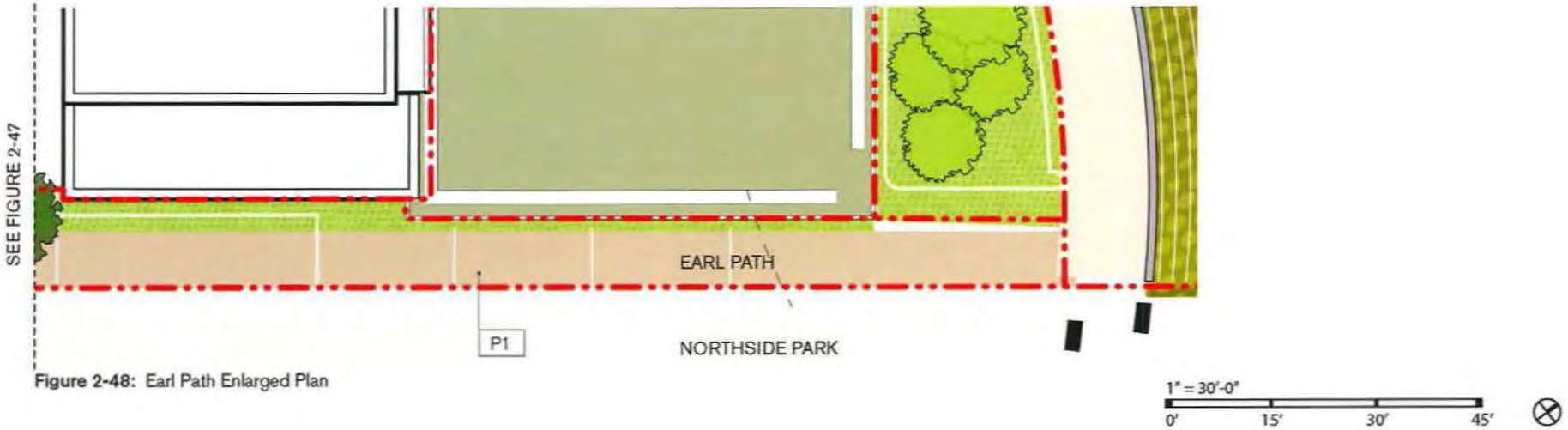


Figure 2-48: Earl Path Enlarged Plan

2.2 Open Spaces

2.2.1

General Guidelines and Index

At India Basin, unique open spaces provide a richness of public realm offerings from wild and serene shorelines, to active and programmed recreation areas, to urban plazas and courtyards. Open spaces are designed to be nuanced and instill an authentic sense of place. The project modulates the scale and configuration of spaces to purpose. Their scale and configuration are designed for the specific purpose of each open space. This section details the design intent, standards, and guidelines of each open space. The standards and guidelines included here apply to all open spaces shown in Figure 2-40, Open Space Index Plan. See Section 2.3 for Public Realm and Open Space Elements.

Standards

2.2.1.1 Lighting Lighting fixtures shall adhere to lighting standards and guidelines list in Section 2.3.5.

2.2.1.2 Materials All signature places shall conform with the material palette in Section 2.3.

2.2.1.3 Bank The bank between the tidal zone (Shoreline) and upland areas (Big Green) shall be reshaped and graded to increase total length as compared to existing bank length. Where slopes are steeper than 3:1, use slope stabilization materials and planting. All slopes shall be at least 80% planted. See Figure 2-59 Earthwork Typologies.

2.2.1.4 Shoreline Protection Upgrade and replace existing shoreline protection located at the toe of slope with stabilization materials and planting. Shoreline protection to be at least 80% planted.

Guidelines

2.2.1.5 Elements Public Realm and Open Space Elements shall be provided throughout the Big Green and Shoreline. See Section 2.3.

2.2.1.6 Maintenance Standalone maintenance storage facilities shall not be located within the Big Green, Shoreline, or Shared Front Yard.

2.2.1.7 Signage Interpretive signage shall be incorporated throughout the Big Green and Shoreline to describe the unique phenomena and infrastructure of the site that may include sea level rise, resiliency, pilot projects, stormwater and blackwater management, habitats, land morphology, soil, sculpture, history, and the tidal marsh. See Chapter 7 Wayfinding and Signage.

2.2.1.8 Trees Place trees to emphasize views to the shoreline, create micro-climates, and provide diverse habitats, shade, and wind mitigation.

2.2.1.9 Plants Select a diverse plant palette appropriate to the coastal environment to maximize ecologies and habitat types. See Section 2.4 Ecology and Biodiversity.

2.2.1.10 Guardrails Trails and boardwalks shall be designed to use guardrails sparingly, and only at overlooks and bridges.

3033

Figure 2-49: Open Space Index Plan

1. Transit Plaza
2. Public Market
3. Town Triangle
4. Courtyard+Stairs
5. Pocket Plazas
6. Cove Terrace
7. Big Green
8. Shared Yard
9. West Shoreline
10. East Shoreline
11. Perched Beach

Transit Plaza

Transit Plaza Rendering

The Transit Plaza is a primary entry into the site located on Innes Avenue at the corner of Innes Avenue and Arelious Walker. It will welcome people arriving by public transit, and should be inviting and comfortable. The plaza shall be robust in nature for durability on a primary transit corridor. (Pending final approval)

Table 10. Transit Plaza
(See Section 2.3 for Public Realm and Open Space Elements)

BIKE FACILITIES: RACKS & BIKE SHARE		
SURFACING		(See 2.3.3)
P1	THROUGHWAY ZONE	TYPE H, I, J
P2	FURNISHING ZONE	TYPE I, J, K
PLANTING		(See 2.4.2)
L1	TREE	COMMERCIAL CORRIDOR
LIGHTING		(See 2.3.5)
LT1	PLAZA LIGHT	TYPE F
CURBS		(See 2.3.7)
C1	CURB RAMP	DPW STANDARD
FURNISHING		(See 2.3.4)
F1	SEATING	TYPE A, B, C, D, E, F, G
F2	SIGNAGE & WAYFINDING	SEE CHAPTER 7
F3	BIKE SHARE	
STRUCTURES		
S1	OVERHANG	See Section 5.1, 5.1.3 Transit Plaza Parcel Break, 5.1.4 Encroachments, and Section 5.4 Setbacks

Standards

2.2.2.1 Elements All elements shown in Figure 2-50 are required. Dimensions may vary.

2.2.2.2 Specifications Specifications shall conform to Table 10 Transit Plaza Specifications. See Chapter 5 for further details on dimensional requirements.

2.2.2.3 Percentage Hardscape The plaza shall be at least 90% hardscape.

Guidelines

2.2.2.4 Lighting Plaza lighting shall be incorporated into building and hardscape, and/or planters.

2.2.2.5 Shade See Section 5.1, 5.1.3 Transit Plaza Parcel Break, 5.1.4 Encroachments, and Section 5.4 Setbacks for building overhang.

2.2.2.6 Amenities The following amenities shall be provided within the plaza: movable and built-in seating, lighting, signage, and refuse receptacles.

2.2.2.7 Paving Paving shall be distinct from DPW standard sidewalk, including enhanced cast in place concrete or concrete unit pavers.

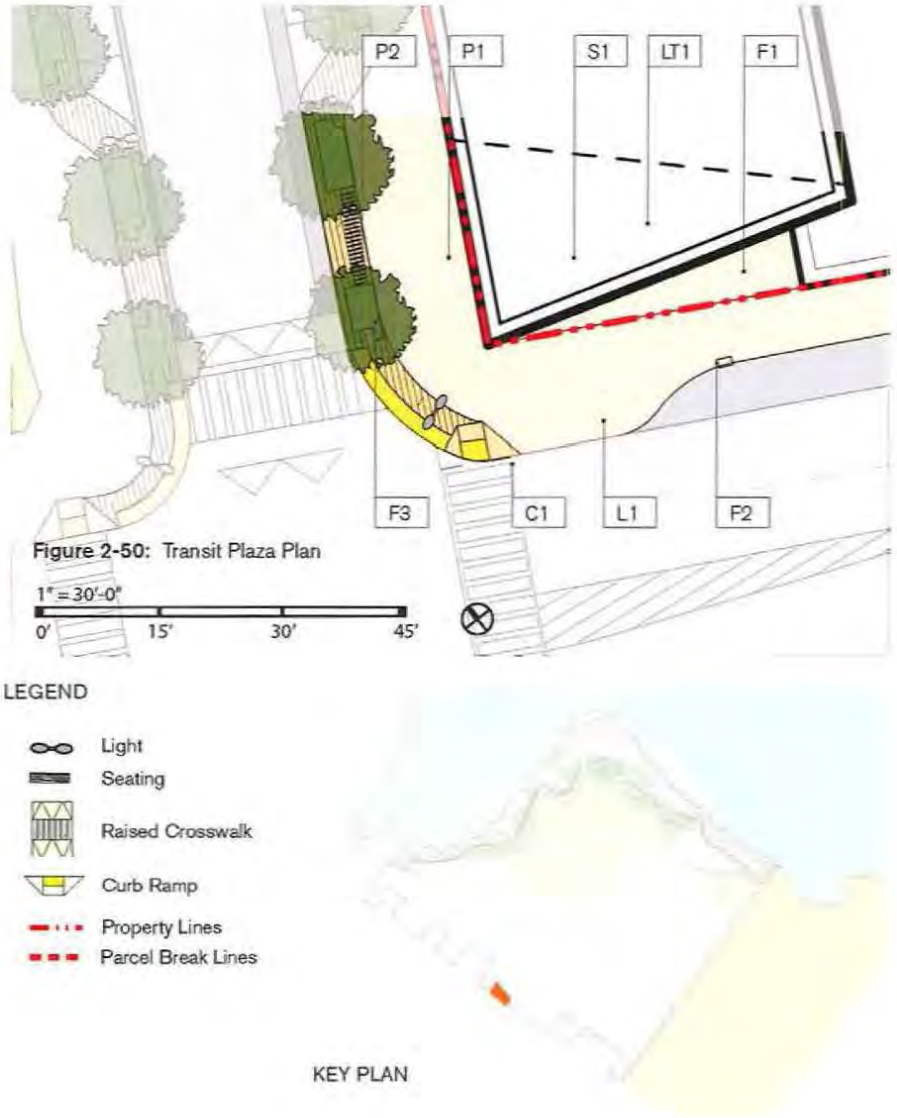


Figure 2-50: Transit Plaza Plan

Public Market

The Public Market is a flexible plaza space capable of hosting large events as well as everyday market functions. It serves as the threshold from the developed Hillside into the Big Green. The edge between plaza and Big Green should be integrated. The configuration allows for the plaza to evolve over time to suit the needs of the community, starting as a site activation location during early construction phases and becoming an active space for daily functions, gatherings, play, and events.

Standards

2.2.3.1 Elements All elements shown in Figure 2-51 are required. Dimensions may vary.

2.2.3.2 Specifications Specifications shall conform to Table 11. Public Market Plaza Specifications.

2.2.3.3 Public Market Locate 2 lightweight structures in the plaza to function as a public market. Total footprint of both structures combined not to exceed 10,000 sq ft. Construct the structures to allow for some enclosable spaces for community facilities, and to maximize bay views. Single story (30' Max), light-weight structure, high level of openness/transparency and access to surrounding public market area.

2.2.3.4 Public Market Restrooms Accommodate at least 6 restroom stalls in the public market pavilion or within 100 feet of the public market pavilion within an adjacent building. See Figure 2-74 and Standard 2.3.6.3 for additional information on Restrooms in the open space.

2.2.3.5 Amenities The following amenities shall be provided within the plaza: movable and built-in seating, lighting, bicycle racks, signage, drinking fountains, and refuse receptacles.

2.2.3.6 Percentage Hardscape The plaza shall be at least 75% hardscape.

Guidelines

2.2.3.7 Shade Provide a lightweight canopy for cover and shade adjacent or attached to the public market structures.

2.2.3.8 Trees Locate trees in plaza to create a grove adjacent to New Hudson Avenue and allees to enhance view corridors.

2.2.3.9 Vehicular Access The plaza shall be designed to accommodate vehicular access.

2.2.3.10 Program Temporary programs and activities shall be allowed within the Plaza.

Table 11. Public Market Plaza Specifications
(See Section 2.3 for Public Realm and Open Space Elements)

BIKE FACILITIES: RACKS		
SURFACING		(See 2.3.3)
P1	PLAZA	TYPE C, D, I, J
PLANTING		(See 2.4.2)
L1	TREE	COMMERCIAL CORRIDOR
L2	TREE	OPEN SPACE
L3	TREE	OAK
LIGHTING		(See 2.3.5)
LT1	PLAZA LIGHT	TYPE B, C, F
FURNISHING		(See 2.3.4)
F1	SEATING	TYPE A, C, D, E, F, G
STRUCTURES		
S1	PUBLIC MARKET	See Chapter 4

Figure 2-51: Public Market Plaza Enlargement Plan

KEY PLAN

Flexible Plaza Space (The Plaza, Cambridge)

Canopy Typology (Flora Grubb, San Francisco)

Town Triangle

The town triangle is a signature plaza for the community designed to accommodate small to medium size gatherings, neighborhood events, and retail seating areas. The plaza should enable a range of activities and allow the ground floor retail outdoor space for seating and occassional events. Accordingly, the plaza is designed for flexibility with a large paved area, as well as more intimate gathering spaces. Located adjacent to the Class-I bikeway, the plaza also provides bicycle infrastructure and places for bicyclists to stop for a break.

Standards

2.2.4.1 Elements All elements shown in Figure 2-52 are required. Dimensions may vary.

2.2.4.2 Specifications Specifications shall conform to Table 12 Town Triangle Specifications.

2.2.4.3 Raised Planters Raised planters shall be maximum 18" above adjacent finish surface except where required for stormwater treatment or tree planting. Raised planters edges shall incorporate seating/play elements where possible.

Guidelines

2.2.4.4 Gathering Spaces Provide gathering spaces at a variety of scales to accommodate a range of programmatic activities, from larger scale formal performances and events to small scale informal gatherings.

2.2.4.5 Furnishings A range of fixed and movable furnishings shall be provided to accommodate programmatic activities.

2.2.4.6 Infrastructure Power, water and internet shall be provided to accommodate users and a range of outdoor programs and events.

2.2.4.7 Paving Paving shall be distinct from DPW standard sidewalk. Variation may include jointing pattern, paving type, texture and color.

2.2.4.8 Building Activation Open spaces and gathering spaces shall be oriented to activate building and retail frontages.

2.2.4.9 Bike Infrastructure Bicycle racks and water bottle filling stations shall be located within the Town Triangle adjacent to the Class I Bikeway. See Figure 1-35, Standard 2.3.4.6 and Guidelines 2.3.4.35 through 2.3.4.36 in Section 2.3 for more information.

Table 12. Town Triangle Specifications
(See Section 2.3 for Public Realm and Open Space Elements)

BIKE FACILITIES: RACKS, WATER FILLING STATIONS

SURFACING		(See 2.3.3)
P1	TOWN TRIANGLE PAVING	TYPE I, J
PLANTING		(See 2.4.2)
L1	TREE	COMMERCIAL CORRIDOR
L2	TREE	OPEN SPACE
L3	COURTYARD/PLAZA PLANTING	UNDERSTORY TYPE B, C
LIGHTING		(See 2.3.5)
LT1	PEDESTRIAN LIGHT	TYPE B, C, F
FURNISHING		(See 2.3.4)
F1	SEATING	A, C, D, E, F, G

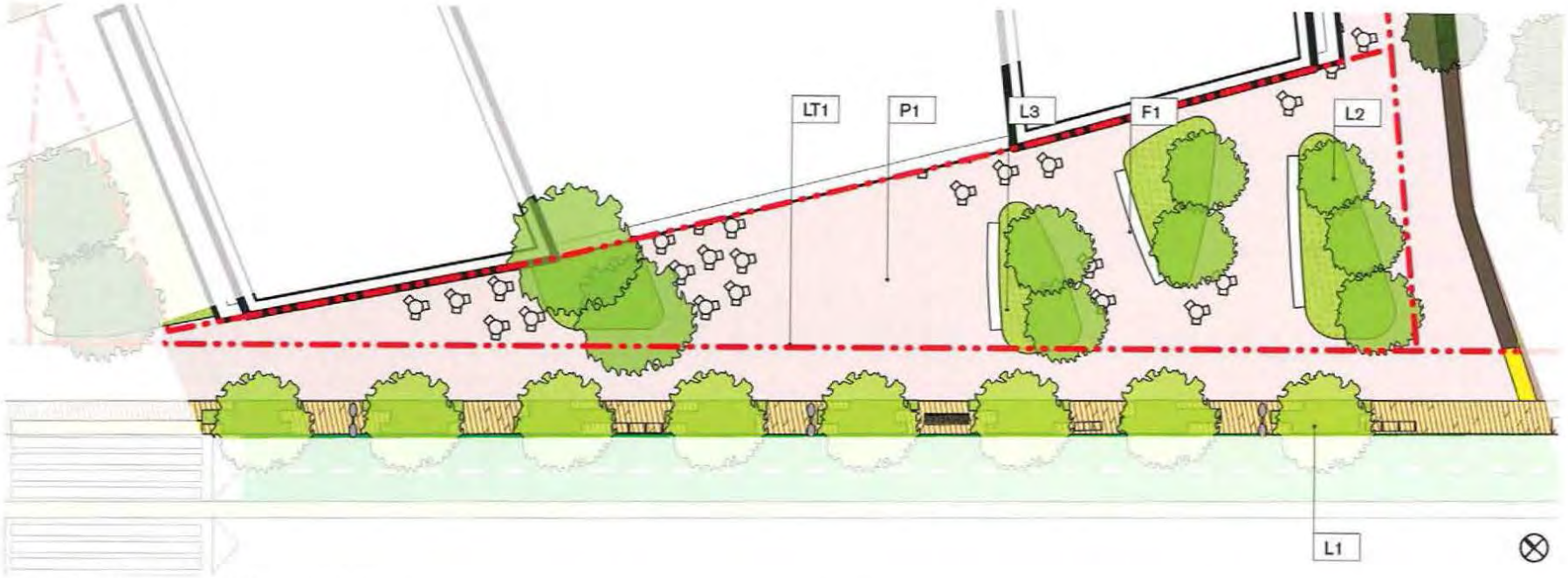


Figure 2-52: Town Triangle Enlargement Plan

LEGEND

- Built-in Seating
- Seating
- Movable Seating
- Light
- Raised Crosswalk
- Property Lines
- Parcel Break Lines

KEY PLAN

Courtyards & Stairs

The courtyards and stairs provide important functional spaces for India Basin. The courtyards function in the urban design framework is to provide residents with gathering and program spaces near their home. These spaces serve as extension of living spaces where residents can carry out community life. Programmatic activation and a sense of community ownership are key for the success of these spaces.

The stairs provide transition from streets to the elevated podium level, which includes the laneways and courtyards. These are intended to feel welcoming, generous and comfortable and should not act or feel like a barrier. Planting, art and water are incorporated into the stairs to increase comfort and animate these spaces.

Figure 2-53: Courtyards & Stairs

See Laneways Section 2.1.2

Laneway Grand Stair
INDIA BASIN

Standards

2.2.5.1 Access Control Access control shall conform to Figure 2-54. Public access to key based access areas through designated access control locations is permitted. Access control gate / screen shall not exceed 96 inches in height. Material of access control shall be at least 85% transparent.

2.2.5.2 Specifications Specifications shall conform to Table 13 Courtyard and Stair Specifications.

2.2.5.3 Soil Depth Trees on structure shall be provided minimum 4' soil depth. 5' is recommended. Accommodate soil in podia.

2.2.5.4 Storage Courtyards shall provide storage space for residents to store items such as garden tools, toys and furnishings.

2.2.5.5 Bicycle Channel A bicycle channel or rail in surfacing shall be incorporated into stairs to facilitate ease of bicycle transport.

2.2.5.6 Raised Planters Raised planters shall be maximum 18" above adjacent finish surface except where required for stormwater treatment or tree planting. Edges of raised planters shall incorporate seating/play elements where possible.

Guidelines

2.2.5.7 Overhead Cover Courtyards shall provide common space with overhead cover that may include shade sails, canopies, and trellises.

2.2.5.8 Sightlines Stoops and entrances shall have sightlines to common spaces.

2.2.5.9 Amenities and Programming Courtyards shall include common amenities for residents that may include community gardens, fire pits, play areas, BBQ facilities and community common resource sharing facilities (e.g. tool lending library).

2.2.5.10 Thermal Comfort Thermal comfort shall be considered when locating courtyard planting and program zones. Gathering spaces shall be provided with a variety of sun/shade conditions.

2.2.5.11 Planting Areas Planting areas shall be placed with consideration given to solar exposure. Plants shall be located where they will receive adequate sun.

2.2.5.12 Paving Surfacing of courtyards and stairs shall match laneway surfacing.

Table 13. Courtyard & Stairs Specifications
(See Section 2.3 for Public Realm and Open Space Elements)

SURFACING		(See 2.3.3)
P1	THROUGHWAY ZONE	TYPE I, J
P2	STAIRS	TYPE I, J, T
PLANTING		(See 2.4.2)
L1	TREE	ON STRUCTURE
L2	PLANTING	UNDERSTORY TYPE A, B, C
LIGHTING		(See 2.3.5)
LT1	PEDESTRIAN LIGHT	TYPE B
FURNISHING		(See 2.3.4)
F1	SEATING	ALL TYPES
F2	FENCE/GATE	TYPE D OR E

3043

Figure 2-54: Courtyard Access

Pocket Plazas

Pocket Plazas are nestled into the flats. They are community gathering and program spaces located at strategic nodes within the neighborhood. The pocket plazas are reserved as locations for site specific installations, and a range of interventions should be considered for these locations to mark them as distinct signature places within the public realm. These could include site specific furnishings, inlay/pressed paving and art installations. Reuse found objects to retain the character of the place. Consider engaging a local artist or artisan for creation of site specific interventions in the pocket plazas.

Standards

2.2.6.1 Location Location shall conform to Figure 2-55. Dimensions may vary.

2.2.6.2 Specifications Specifications shall conform to Table 14 Pocket Plaza Specifications.

Guidelines

2.2.6.3 Site Specific Interventions Site specific interventions shall be incorporated into the pocket plazas. These may include site specific custom furnishings, inlay/pressed paving and art installations incorporating found objects.

2.2.6.4 Seating A range of seating types shall be provided.

2.2.6.5 Paving Paving at pocket plazas shall be distinct from adjacent surfacing. Variation may include jointing pattern, paving type, texture and color.

Table 14. Pocket Plazas Specifications
(See Section 2.3 for Public Realm and Open Space Elements)

SURFACING		(See 2.3.3)
P1	POCKET PLAZA	TYPE I, J, K, P, O, S
LIGHTING		(See 2.3.5)
LT1	PED LIGHT	TYPE B, C, F
FURNISHING		(See 2.3.4)
F1	SEATING	A, C, D, E, F, G

Figure 2-55: Pocket Plazas

Cove Terrace

Figure 2-56: Cover Terrace Axon Looking Northeast

KEY PLAN

The Cove Terrace is at the nexus of 900 Innes Park, India Basin Shoreline Park, the Public Market Plaza, the New Hudson retail corridor, and the East Shoreline. This area offers the most urban waterfront experience at the edge of the Bay, with a cantilevered platform and structured gabion terraces stepping down to the water's edge. Commercial and retail frontages spill onto an active plaza that provides seating, continuous access for pedestrians and bicycles, and views of the Cove.

Cove Terrace Looking Northeast

3048

Standards

2.2.7.1 Elements All elements shown in Figure 2-57 are required. Dimensions may vary.

2.2.7.2 Specifications Specifications shall conform to Table 15. Cove Terrace Specifications.

2.2.7.3 Furnishings Accommodate at least one built-in fire pit in the plaza to increase year round use.

2.2.7.4 Surfacing A 12' wide zone shall be demarcated through the plaza at top of bank to signify the Bay Trail alignment by a change in surfacing texture, color, and/or paving pattern that complements the Cove Terrace plaza paving. A distinct line between these two zones is not permitted.

2.2.7.5 Planters Locate planters on the plaza with perimeter seatwalls that vary in height not to exceed 24" high measured from adjacent finished surface.

2.2.7.6 Percentage Softscape At least 15% of the cove terrace plaza and bank shall be softscape.

2.2.7.7 Trails A universally accessible minimum 8' wide pathway and minimum 12' wide Class-1 bikeway shall connect to the adjacent site to the northwest at top of bank.

2.2.7.8 Cove Pavilion Locate 1 single-story structure (20' max height), lightweight structure with high level of openness/transparency and access to surrounding cove terrace in the Cove Terrace per Figure 2-57. Total footprint not to exceed 1,500 sq ft. Structure edge must hold laneway parcel break line alignment per Figure 2-57 At no point shall the western face encroach into the Protected Public View Corridor. See Appendix A.1 Figure A-4 for dimensions and Figure 1-30.

2.2.7.9 Parcel Break/Protected View Zone Parcel Break/protected view zone shall remain clear of all vertical physical and visual obstructions. Trees less than 15 feet tall at maturity within parcel break shall be permitted. See Figure 1-30 and Appendix A.1 Figure A-4.

Guidelines

2.2.7.10 Access Access from the shoreline boardwalk to cove terrace at top of bank shall be provided in the form of stairs and/or terraces.

2.2.7.11 Terraces Locate stadium terraces and/or low, planted retaining walls, or sloped bank to accommodate the grade change between Griffith Street/New Hudson Street and Class-I bikeway as it transitions to adjacent property.

2.2.7.12 Overlook A protruding overlook shall be located to align with the parcel break and shall be oriented to the downtown San Francisco view. Surfacing used for the overlook shall extend across New Hudson to toe of stair at parcel break and cove laneway for continuity.

2.2.7.13 Shared Zone Where Class-1 Bikeway passes through plaza, demarcate by a change in surfacing texture, color and/or paving pattern. Change in surfacing shall be prioritized over appliqué.

Table 15. Cove Terrace Specifications

(See Section 2.3 for Public Realm and Open Space Elements)

BANK SLOPES: NTE 2:1
BIKE FACILITIES: MULTI-USE TRAIL, RACKS

SURFACING		(See 2.3.3)
P1	MULTI-USE TRAIL	TYPE H, I, M
P2	CLASS I BIKEWAY	TYPE L
P3	PLAZA	TYPE H, I, J
P4	SHARED ZONE	TYPE J, N
P5	PLAZA	TYPE H, I, J
P6	DECKING	TYPE U
P7	TERRACES	TYPE H, I, U
P8	OVERLOOK	TYPE T, U
PLANTING		(See 2.4.2)
L1	TERRACE PLANTING	UNDERSTORY TYPE C
L2	PLAZA PLANTING	UNDERSTORY TYPE B
L3	TREE	LANE/LANEWAY
L4	TREE	OPEN SPACE
L5	BANK PLANTING	UNDERSTORY TYPE G
LIGHTING		(See 2.3.5)
LT1	PLAZA LIGHTING	TYPE B, C, F
FURNISHING		(See 2.3.4)
F1	CAFE SEATING	TYPE F
F2	PLAZA SEATING	TYPE D, E, G
STRUCTURES		(See Chapter 4 and A.1)
S1	COVE PAVILION	SINGLE STORY STRUCTURE
S2	CONCESSIONS/RETAIL	

Figure 2-57: Cove Terrace Enlargement Plan

1" = 60'-0"

0' 30' 60' 90'

LEGEND

- Built-in Seating
- Protected View Zone
- Movable Seating
- Light
- Property Lines
- Parcel Break Lines

KEY PLAN

2.2.8

Big Green

Big Green & Stormwater Pond

The Big Green is the heart of the open space system and functions as a performative landscape with diverse ecologies and programs. It balances a range of active, passive, and water related recreation with habitats, stormwater treatment, and earthworks, resulting in a diverse open space where urban meets the wilds. Trails meander through topography and engage with a range of program offerings and educational moments for a sense of discovery and engagement. Design emphasis shall be placed on preserving the character of the Big Green as natural, rugged, feral, and wild. Where feasible, the Big Green will also treat blackwater and reuse recycled water to create habitats.

Big Green Meadow & Hiking Trail

Earthwork, Science Lab

Earthwork, Storm King

Standards

2.2.8.1 Elements All elements shown in Figure 2-58 are required. Dimensions may vary.

2.2.8.2 Specifications Specifications shall conform to Table 16. Big Green Specifications.

2.2.8.3 Overlooks Locate at least 3 distinct viewing areas at the top of bank. Location, size, and form shall maximize views and fit with surrounding landforms.

2.2.8.4 Activity Area Locate a lawn, recreational area, and flower cutting garden adjacent to the Public Market Plaza. Lawn slope shall not exceed 5%. Cutting flower garden shall be irrigated.

2.2.8.5 Percentage Softscape At least 85% of the Big Green shall be softscape.

2.2.8.6 Emergency Call Box SOS emergency call boxes shall be incorporated into other structures throughout the Big Green. 1 per every 2,000 square feet.

2.2.8.7 Gathering Areas At least 3 areas for picnicking and small gatherings shall be located throughout the Big Green in protected areas in addition to overlooks at top of bank. Surfacing shall be the same as adjacent trails or softscape that can accommodate light foot traffic.

2.2.8.8 Dog Area An off-leash dog area shall be accommodated in the Big Green. Locate between earthworks to decrease impact to surrounding habitats. A perimeter fence no taller than 5' high measured from adjacent finished grade shall line the perimeter of the off-leash dog area. Fence shall be at least 85% transparent.

2.2.8.9 Pavilions and Art Installations Locate pavilions and art installations in the Big Green per Section 2.3.6 and Figure 2-74.

Guidelines

2.2.8.10 Stormwater A centralized stormwater feature shall be located in the Big Green to treat stormwater from the development. See 2.3.8 Stormwater Standards and Guidelines, Table 18, Figure 2-61, and Section 3.2.

2.2.8.11 Earthworks Earthworks shall be incorporated throughout the Big Green. See Section 2.4 Earthworks, Table 17, Figure 2-59 and 2-60.

Table 16. Big Green Specifications

(See Section 2.3 for Public Realm and Open Space Elements)

BANK SLOPES: NTE 2:1

SURFACING		(See 2.3.3)
P1	ELEVATED BOARDWALK	TYPE U
P2	HIKING TRAIL	TYPE N
P3	MULTI-USE TRAIL	TYPE G, M, O, P
P4	MULTI-USE TRAIL	TYPE M
P5	OVERLOOK	TYPE I, M
PLANTING		(See 2.4.2)
L1	LAWN PLANTING	TYPE E
L2	PLANTING	TYPE C, D, E
L3	TREE	OAKS
L4	PLANTING	TYPE B, C, D
L5	PLANTING - STORMWATER WETLAND	TYPE G
L6	PLANTING - GARDEN	TYPE B, C
L7	PLANTING - WETLAND	TYPE G
L8	TREE	OPEN SPACE
LIGHTING		(See 2.3.5)
LT1	PARK LIGHT	TYPE C, D
FURNISHING		(See 2.3.4)
F1	DOG RUN FENCING	TYPE A, C
F2	FIRE PITS & HAMMOCKS	
F3	RECREATION AMENITIES	
F4	FURNISHING AREA	TYPE A, B, C, D, E, G
STRUCTURES		(See 2.3.6)
S1	SCULPTURE / INSTALLATION	
S2	LIGHTWEIGHT PAVILION	

KEY PLAN

LEGEND

- Sculpture / Art Installation
- Fire Pit
- Hammock
- Property Lines
- Parcel Break Lines

Figure 2-58: Big Green Enlargement Plan

1" = 100'-0"

0' 50' 100' 150'

Standards

2.2.8.12 Complexes Earthwork complexes shown in Figure 2-60 are required. Dimensions may vary.

2.2.8.13 Specifications Specifications shall conform to Table 17 Earthworks Specifications.

2.2.8.14 Views Earthworks shall conform with view corridors. (See Figure 1-30.)

2.2.8.15 Slopes Side slopes shall not exceed 2:1 ratios. Use slope stabilization system to prevent erosion and reduce overall maintenance for slopes greater than 3:1.

2.2.8.16 Soils Earthworks that contain soils with poor quality shall include 24" of topsoil cover for plant success. Conduct soil profiling of fill material to determine appropriate placement within earthwork given soil contents.

2.2.8.17 Erosion Control Slopes shall be planted with 90% plant cover after first growing cycle to prevent erosion and create a range of micro-climates and habitat conditions.

Guidelines

2.2.8.18 High Points High points of individual mounds within larger earthwork complex shall alternate for variation and a layered effect.

2.2.8.19 Height Where earthworks need increased height to accommodate more fill or achieve design effect, earthworks shall incorporate a low wall at the toe of slope. A drain shall be included behind wall for drainage to limit maintenance and erosion.

2.2.8.20 Trails Trails shall be designed to traverse large earthwork complexes and pass through low points between individual mounds.

Table 17. Earthworks Specifications
(See Section 2.3 for Public Realm and Open Space Elements)

COMPLEX		
A1 & A2	COMPLEX A	6-15' HIGH, DIVERSE ECOLOGIES
B2	COMPLEX B	< 6' HIGH, IRRIGATED WILDFLOWER MEADOW

The 2 primary earthwork goals are:

1. Achieve a net zero off-haul;
2. Improve accessibility from Innes Avenue.

Site grading is designed in 2 layers to retain cut soils on-site. The base layer raises the upland areas for a smoother and accessible transition from Innes into the site. The top layer consists of earthwork complexes and mounds that contain additional cut soils. (See Section 3.5 and Figure 3-10.)

Figure 2-60: Earthwork Enlargement Plan

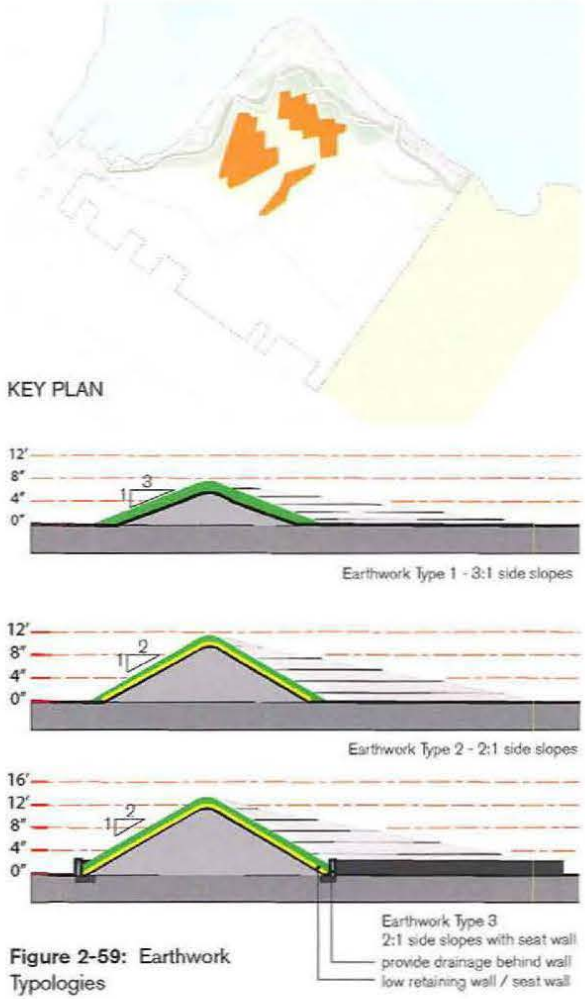


Figure 2-59: Earthwork Typologies

Stormwater

The Big Green is a performative landscape designed to treat all stormwater from the Hillside and Cove areas to the highest water quality before discharging to the Bay. (Stormwater generated in the Flats will be treated in the Shared Public Way.) See Sections 2.1.1 and 3.2. Trails and overlooks are designed to provide viewpoints. The grading and planting should focus on habitat creation to the greatest extent possible. Where feasible, a wet pond using recycled water should be incorporated to keep low areas wet year round. The feature should be managed to promote habitat growth and long-term sustainability.

Standards

2.2.8.21 Elements All elements shown in Figure 2-61 are required. Dimensions may vary.

2.2.8.22 Specifications Specifications shall conform to Table 18. Earthworks Specifications.

2.2.8.23 Size The stormwater feature shall be sized to accommodate treatment of 100% of the hillside and cove's stormwater at full build out. See Section 3.2.

2.2.8.24 Access Limit public access to a maximum of 6 crossings over stormwater pond.

2.2.8.25 Sculpture Integrate at least 1 installation and/or sculpture into the stormwater feature as an attraction.

Guidelines

2.2.8.26 Amenities Locate bird blinds adjacent to the stormwater feature and adjacent to trails.

2.2.8.27 Water Portions of the stormwater feature shall remain full with stormwater or recycled water year-round.

2.2.8.28 Erosion Control The stormwater system shall include retention and low control measures to regulate flows and ensure slope stability and erosion control.

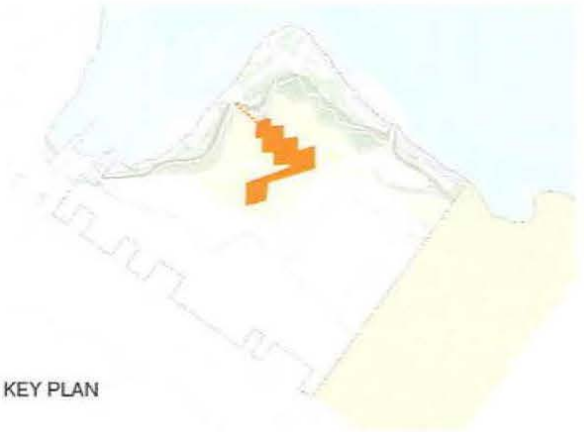
2.2.8.29 Materials The system shall be lined and constructed with inert durable materials that do not have any long term environmental effects on habitats.

2.2.8.30 Outfall Stormwater feature shall drain to outfall in West Shoreline. See Figure 2-61 and Figure 2-64. Outfall shall be incorporated into raised shoreline boardwalk as feature.

Table 18. Stormwater Specifications
(See Section 2.3 for Public Realm and Open Space Elements)

SURFACING		(See 2.3.3)
P1	SPAN	TYPE U
PLANTING		(See 2.4.2)
L1	STORMWATER WETLAND	TYPE G
L2	COASTAL GRASSLAND	TYPE D, F, H
STRUCTURES		(See 2.3.6)
S1	BIRD BLIND	
S2	SCULPTURE/ INSTALLATION	
S3	OUTFALL	SEE SHORELINE PERMITS AND INFRASTRUCTURE PLAN

Figure 2-61: Stormwater Enlargement Plan



KEY PLAN

Stormwater pond character

Boardwalk traversing stormwater pond

Shared Front Yard

The shared front yard is a buffer between the Big Green and the Flats. It acts as a visual transition between public open space and private homes, and provides residents with a shared semi-private open space for activities such as play, barbecue, small gatherings, and leisure time. Stoops overlook the shared yard, which fronts the Big Green. Stormwater generated in the Flats is treated between buildings.

Standards

2.2.9.1 Elements All elements shown in Figure 2-62 are required. Dimensions may vary.

2.2.9.2 Specifications Specifications shall conform to Table 19 Shared Front Yard Specifications.

2.2.9.3 Fence A low fence no taller than 50 inches measured from adjacent finished grade with at least 85% transparency is permitted at the perimeter of each shared yard.

2.2.9.4 Percentage Softscape At least 80% of the shared yard shall be softscape.

Guidelines

2.2.9.5 Furnishings Placement of permanent and temporary furnishings in the shared front yard shall be permitted and maintained by the building HOA.

Activated edge and public realm engagement

Table 19. Shared Front Yard Specifications

(See Section 2.3 for Public Realm and Open Space Elements)

SURFACING		(See 2.3.3)
P1	FOOT PATH	TYPE M, F
P2	MULTI-USE TRAIL	TYPE M, F
PLANTING		(See 2.4.2)
L1	TREE	OPEN SPACE
L2	TREE	OAKS
L3	PLANTING	TYPE B, C, D, E
LIGHTING		(See 2.3.5)
LT1	PARK LIGHT	TYPE C, D
FURNISHING		(See 2.3.4)
F1	FENCING	TYPE A, C
F2	FIRE PIT	
F3	BIRD BATH	(See 2.4.3)

Shared yard for residences

Figure 2-62: Shared Front Yard Enlargement Plan

KEY PLAN

LEGEND

- Bird Bath
- Fire Pit
- Fence
- Property Lines
- Parcel Break Lines

2.2.10

West Shoreline

West Shoreline

The West Shoreline faces the India Basin cove. Relatively protected from wave energy, this area is conducive to tidal marsh habitat. Cuts into the existing bank are created to expand Bay edge and create wetlands where feasible. Visitors can experience this serene and tranquil landscape from top of bank, terraced boardwalk, and overlooks. A stormwater outfall is located to discharge high quality treated stormwater into the Bay. Brackish marsh habitats are anticipated at the edge of existing tidal wetlands.

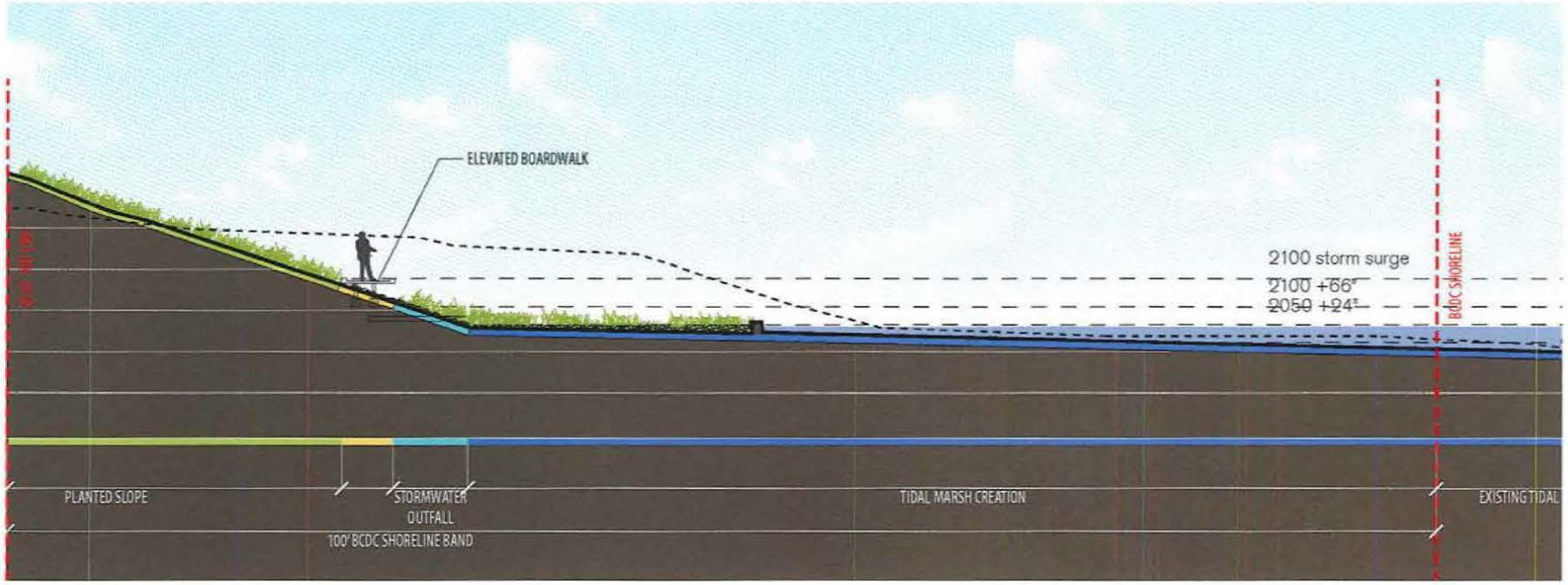


Figure 2-63: West Shoreline Section

1" = 20'-0"

0' 10' 20' 30'

Standards

2.2.10.1 Elements All elements shown in Figure 2-63 and Figure 2-64 are required. Dimensions may vary.

2.2.10.2 Specifications Specifications shall conform to Figure 2-20 West Shoreline Specifications.

2.2.10.3 Overlooks At least 3 overlooks shall be incorporated into the boardwalk as viewing platforms. Material shall be consistent with boardwalk. Extent and footings shall not be constructed beyond the MHW line. (See Shoreline Permits)

2.2.10.4 Boardwalk Boardwalk shall be elevated. Finished surface shall not exceed 30" drop from adjacent grade.

2.2.10.5 Percentage Softscape At least 90% of the west shoreline shall be softscape.

2.2.10.6 Lighting Lighting shall conform to lighting standards and guidelines per Section 2.3.5. See Figure 2-73.

Guidelines

2.2.10.7 Tidal Marsh Existing tidal marsh and dunes shall be retained in situ. See Shoreline Permits for tidal marsh creation areas.

2.2.10.8 Outfall A stormwater outfall shall be located in the bank and incorporated into the boardwalk structure. See Shoreline Permits and Infrastructure Plan for sizing and location.

Table 20. West Shoreline Specifications
(See Section 2.3 for Public Realm and Open Space Elements)

Bank Slopes: NTE 2:1

SURFACING		(See 2.3.3)
P1	ELEVATED TRAIL	TYPE U
P2	TRAIL IN SLOPE	TYPE N
P3	STAIRS	TYPE D, N, U
P4	OVERLOOKS	TYPE U
PLANTING		(See 2.4.2)
L1	TIDAL ZONE	TYPE J
L2	BANK	TYPE H, F
L3	TIDAL ZONE	TYPE J
FURNISHING		(See 2.3.4)
F1	SEATING	TYPE B, D, G
F2	REFUSE RECEPTACLES	
F3	SIGNAGE	See Chapter 7
STRUCTURES		
S1	STORMWATER OUTFALL	SEE SHORELINE PERMITS

3063

Figure 2-64: West Shoreline Enlargement Plan

1" = 120'-0"

0' 60' 120' 180'

LEGEND

Outfall (Shoreline Permits)

Property Lines

Parcel Break Lines

KEY PLAN

East Shoreline

Figure 2-65: East Shoreline Axon, Looking East

The East Shoreline faces the San Francisco Bay. Continual wave energy periodically inundates the existing tidal marsh and requires erosion control measures to protect the shoreline. Design emphasis is focused on creating habitat, diverse ecologies, and access to the shoreline. A terrace in the bank is designed to provide space for habitat adaptation and also create a unique space between the tidal marsh and top of bank for a secluded encounter with the Bay. Seasonal wetlands are terraced into the bank as immediate mitigation and space for future adaptation of upland habitat migration. Living shoreline strategies provide enhanced habitat. Visitors can experience this dynamic landscape from top of bank, terraced boardwalk, and overlooks.

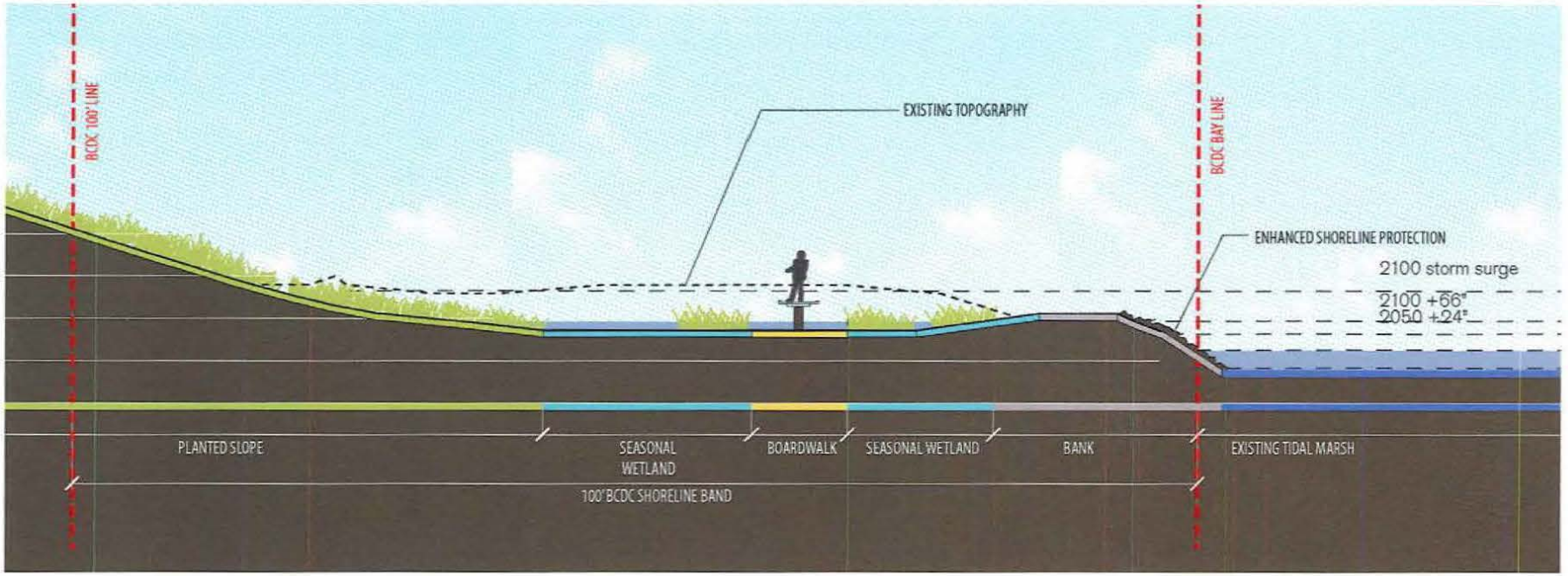


Figure 2-66: East Shoreline Section

1" = 20'-0"
0' 10' 20' 30'

KEY PLAN

Standards

2.2.11.1 Elements All elements shown inFigure 2-67, Figure 2-66 and Figure 2-67 are required. Dimensions may vary.

2.2.11.2 Specifications Specifications shall conform to Table 21. East Shoreline Specifications.

2.2.11.3 Terraced At least 0.31 acres of wetlands and a boardwalk shall be located in a terrace in the bank at an elevation midway between existing tidal marsh and top of new bank, no lower than elevation +10 NAVD88. (See Section 3.8)

2.2.11.4 Overlooks At least 3 overlooks shall be incorporated into the boardwalk as viewing platforms. Material shall be consistent with boardwalk. Extent and footings shall not be constructed beyond the MHW line. (See Shoreline Permits)

2.2.11.5 Boardwalk Boardwalk shall be elevated. Finished surface shall not exceed 30" drop from adjacent grade.

2.2.11.6 Percentage Softscape At least 90% of the east shoreline shall be softscape.

2.2.11.7 Lighting Lighting shall conform to lighting standards and guidelines per Section 2.3.5. See Figure 2-73.

2.2.11.8 Pavilions and Art Installations Locate at least 1 art installations in the East Shoreline that conveys and/or relates to the natural phenomenon of the shoreline. See Section 2.3.6 and Figure 2-74.

Guidelines

2.2.11.9 Tidal Marsh Existing tidal marsh and dunes shall be retained in situ.

2.2.11.10 Watershed Earthwork along the bank and Big Green shall be oriented to maximize the watershed that drains to the terraced wetlands.

Table 21. East Shoreline Specifications

(See Section 2.3 for Public Realm and Open Space Elements)

BANK SLOPES: NTE 2:1

SURFACING		(See 2.3.3)
P1	ELEVATED BOARDWALK	TYPE U
P2	OVERLOOKS	TYPE U
P3	STAIRS	TRAIL TYPE G
PLANTING		(See 2.4.2)
L1	TIDAL ZONE	TYPE I
L2	BANK	TYPE H
L3	TIDAL ZONE	TYPE I, J
L4	TIDAL ZONE	TYPE J
L5	TIDAL ZONE	TYPE J, K
L6	EEL GRASS	TYPE K
FURNISHING		(See 2.3.4)
F1	SEATING	TYPE B, D, G
F2	REFUSE RECEPTACLES	
F3	SIGNAGE	
STRUCTURES		(See 2.3.6)
S1	SCULPTURE / INSTALLATION	

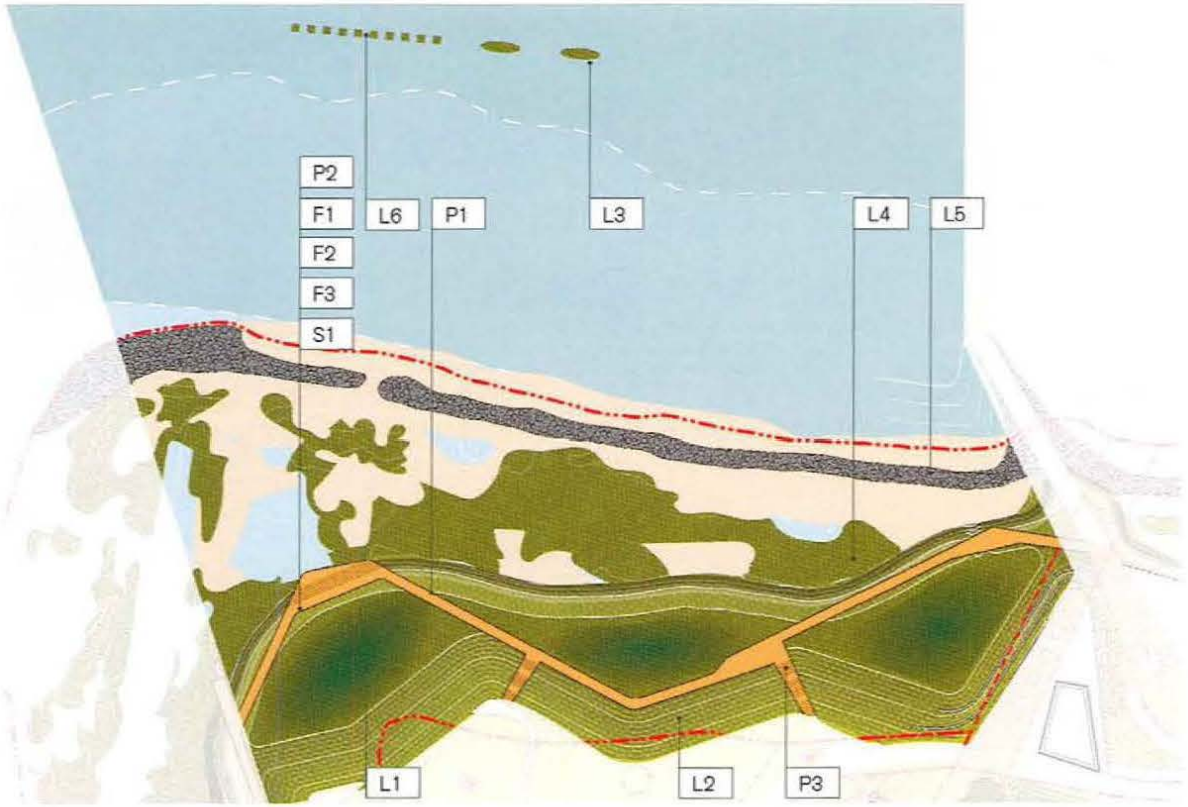


Figure 2-67: East Shoreline Enlargement Plan

1" = 120'-0"

0' 60' 120' 180'

Perched Beach, Boat Launch & Overlook

Located on the east shoreline, this signature place provides a unique experience with the Bay on three terraces. The lowest consists of existing tidal marsh that will be retained in place. Living shoreline strategies provide enhanced habitat. A boat launch provides water access for human powered boats. A perched sand area (the "Perched Beach") midway up the bank provides recreational amenities at the Bay's edge, and is designed to adapt into a tidally influenced beach with rising sea levels. At the top of bank, an upper terrace provides wind protection for the beach below, as well as concessions, rentals, and amenities to enjoy the panoramic views. Boat and bike storage is provided adjacent to the shared way public drop-off and parking. Stormwater cells treat storm water generated in the flats before outfalling the Bay.

Figure 2-68: Beach, Boat Launch & Overlook Axon, Looking West

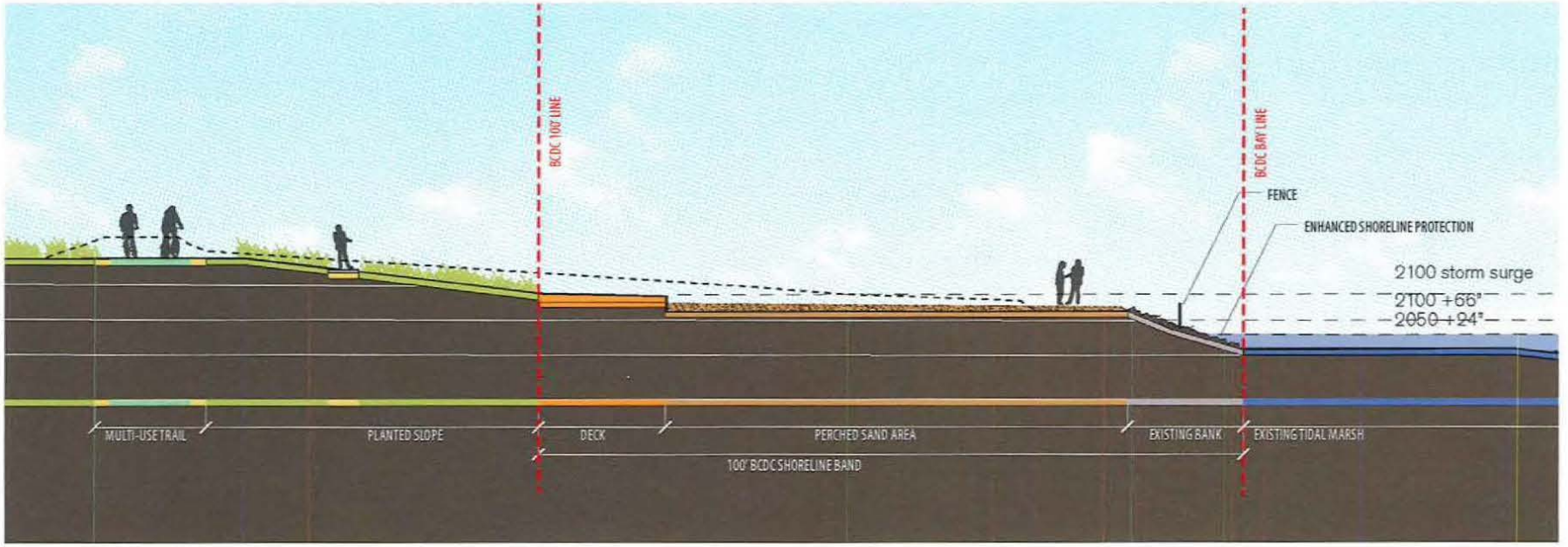


Figure 2-69: Perched Beach Section

1" = 20'-0"
0' 10' 20' 30'

KEY PLAN

3070

Standards

2.2.12.1 Elements All elements shown in Figure 2-70 are required. Dimensions may vary.

2.2.12.2 Specifications Specifications shall conform to Table 22 Beach Specifications.

2.2.12.3 Screening Plants ranging in height from 36"–48" shall line the perimeter of the private yard.

2.2.12.4 Percentage Softscape The beach area shall be at least 60% softscape.

2.2.12.5 Restroom The concession stand shall include at least 2 unisex restroom stalls.

2.2.12.6 Fence For protection of the existing tidal marsh, locate a fence mid-slope between the sand area / kayak launch and tidal marsh. No more than 12" of the top of the fence shall extend above the finished grade of the sand area for an unobstructed Bay view.

2.2.12.7 Sand Area The perched sand area shall be located at an elevation no lower than +13 NAVD88.

Guidelines

2.2.12.8 Stormwater Locate at-grade stormwater treatment areas between the Bay Trail and Flats to treat stormwater generated in the flats to eliminate the need for any on-structure treatment areas. A stepped feature is recommended but not required. See Section 3.2.

2.2.12.9 Tidal Marsh Existing tidal marsh and dunes shall be retained in situ.

2.2.12.10 Trails A continuous, universally accessible shoreline trail shall connect the east shoreline with the lower beach deck.

2.2.12.11 Seawall A low seat wall at the landward edge of the deck shall be constructed for occasional inundation in sea level rise conditions. See Chapter 3.8.

2.2.12.12 Outfall A stormwater outfall shall be located in the bank and incorporated into the slope terraces. See Shoreline Permits and Infrastructure Plan for sizing and location.

Perched Beach

Table 22. Perched Beach, Boat Launch & Overlook Specifications

(See Section 2.3 for Public Realm and Open Space Elements)

Bank Slopes: NTE 2:1

SURFACING		(See 2.3.3)
P1	TRAIL IN SLOPE	TYPE M, I
P2	SAND AREA	TYPE V
P3	KAYAK LAUNCH	TYPE Q
P4	ELEVATED BOARDWALK	TYPE U
P5	DECK	TYPE T, U
P6	DECK	TYPE T, U
P7	MULTI-USE TRAIL	TYPE I, M
P8	MULTI-USE TRAIL	TYPE I, M
P9	PLAZA TERRACE	TYPE I, J
P10	TERRACES	TYPE I, T, U
PLANTING		(See 2.4.2)
L1	BANK	UNDERSTORY TYPE G
L2	STORMWATER TREATMENT	UNDERSTORY TYPE F
L3	TREE	OPEN SPACE
L4	TIDAL MARSH	TYPE J
L5	TIDAL ZONE	TYPE J, K
L6	EELGRASS	TYPE J, K
LIGHTING		(See 2.3.5)
LT1	PARK LIGHT	TYPE B, C
FURNISHING		(See 2.3.4)
F1	SEATING	TYPE D, E, F
F2	SEATING	TYPE A, C, E, F
F3	FENCING	TYPE A OR B
F4	BOAT RACK	
STRUCTURES		(See 2.3.6)
S1	BOAT STORAGE SHED	
S2	CONCESSION STAND	

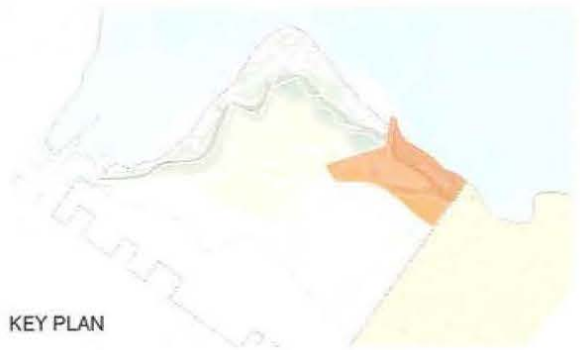
Figure 2-70: Beach & Boat Launch Enlargement Plan

1" = 80'-0"

0' 40' 80' 120'

LEGEND

- Fire Pit
- Built-in Seating
- Outfall (Shoreline Permits)



KEY PLAN

Kayak Launch

Perched Beach & Deck

2.3 Public Realm and Open Space Elements

A comprehensive mix of elements and India Basin-specific materials are proposed to create public spaces for active public life that cherish and embrace the nuances of India Basin.

An active and vibrant public realm is reliant on places with a diverse and appropriate mix of elements and amenities that extend the use of a space to all times and conditions of the year. To achieve the guiding principals, a comprehensive palette of elements and India Basin-specific materials are proposed to create public spaces for active public life that cherish and embrace the nuances of the existing place. The following palettes, precedents, and design standards and guidelines included in this section should be closely adhered to for authenticity and a site that is true India Basin.

Included Elements:

- Surfacing
- Furnishing
- Bike Racks & Corrals
- News racks
- Parking Meters
- Boardwalks & Spans
- Bollards
- Fire Pits
- Drinking Fountains
- Refuse Receptacles
- Recreation Elements
- Fences & Gates
- Lighting
- Structures
- Streetscape Systems
- Stormwater Treatment
- Signage (see Chapter 7)
- Ecology (see Section 2.4)

3073

2.3.1

Existing Basin-Wide Elements

EXISTING	FUTURE
FOUND	INTENTIONAL
RANDOM	DURABLE AND LASTING
INDUSTRIAL	ARTFUL AND COMPOSED
VARIETY	VARIETY AND CHANGE

Shaped by forces of economy, industry, and improvisation, India Basin exists today as a site of variety, remnants, artifacts, patterns, and materials. Leftover pieces, oddities, and a patchwork of materials result in found objects. Constant interaction with the Bay creates dynamic experiences, views, and unique habitats. The resulting site character is feral, rugged, industrial, and wild. India Basin's industrial and storied past has been integral to envisioning the future of this place, and the proposed design for India Basin reflects the community's desires to preserve the wild and post-industrial character of the Basin and promote the legibility of such formative eras in the landscape.

The materials and colors throughout the Basin and the surrounding sites inspire an India Basin unique materials and color palettes that are durable, site specific, and in this condition, mundane. All elements will conform to the materials, textures, and colors of this overarching project palette to achieve a public realm that is authentic India Basin.

PATCHWORK

HISTORIC

CONNECTIONS

ARTIFACTS

UTILITIES

COMMUNITY

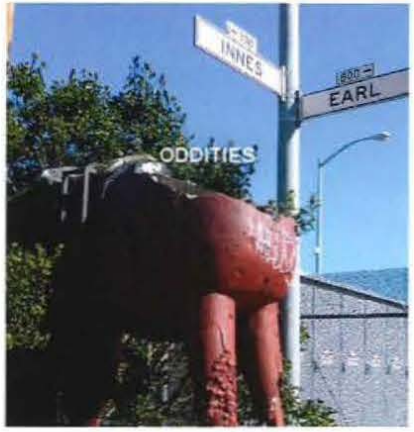
VIEWS

INFRASTRUCTURE

WETLANDS

LEFTOVERS

WILD


INNES
EARL
ODDITIES

INDUSTRIAL

3076

1

2

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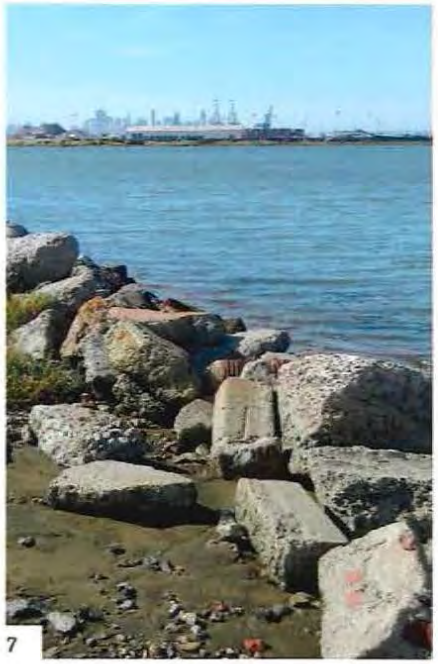
4

1. Wildflower Meadow
2. Concrete Rubble and Oystercatchers
3. Cracked Asphalt Paving
4. Existing Coastal Scrub and Upland Gasslands
5. Power Sub-station, Galvanized Metal
6. Steel
7. Rip Rap Breakwater

5

6



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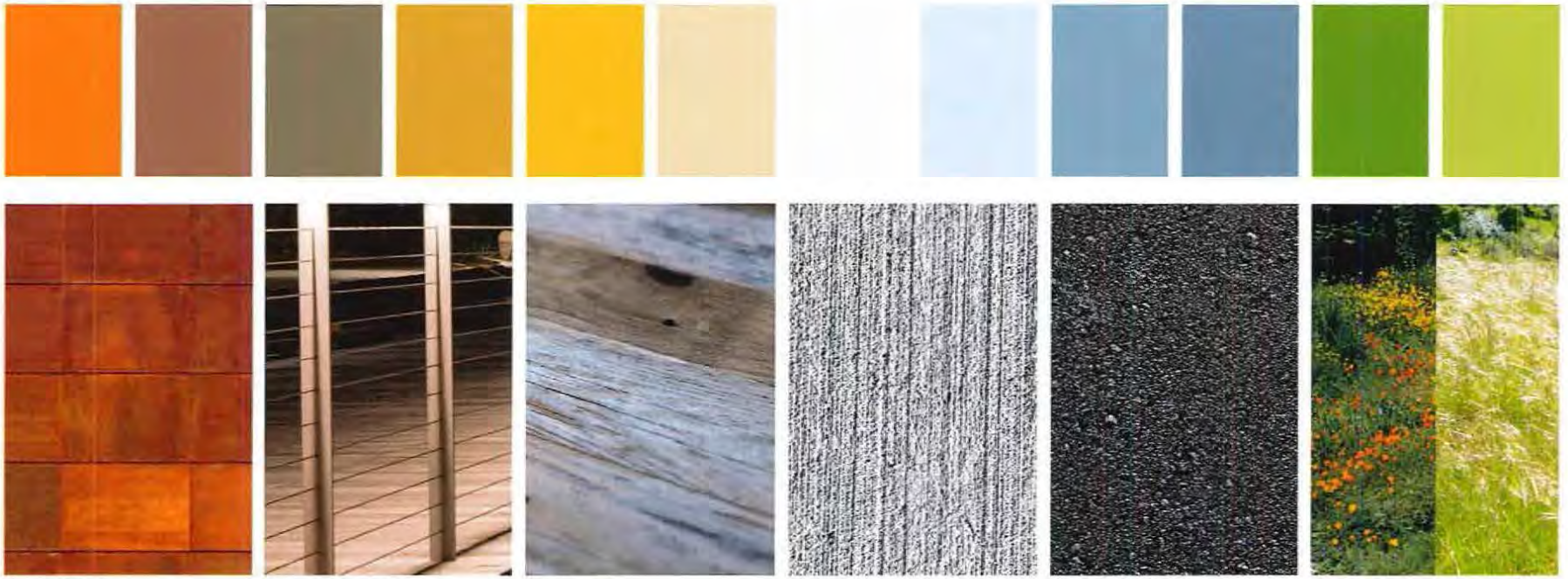
Color & Materials Palette



Corten Steel | Galvanized Metal | Hardwood | Raw Concrete | Asphalt | Native & Adaptive Vegetation

Wildness, variation in light, seasonal dynamics, and the affects of time on materials in India Basin inspire a palette of material and colors that will blend into the existing setting and will preserve the unique character, look, and feel of India Basin. The color palette shall be used as a basis to guide color selection of Public Realm and Open Space Elements. The materials and textures in this palette shall serve as guiding principles for selection of public realm and open space materials. The India Basin Trust should be engage to manage and coordinate all Public Realm and Open Space Elements.

Standards

2.3.2.1 Materials All materials and furnishings shall conform to the color and materials palette included here.

Guidelines

2.3.2. Durability All materials and furnishings shall be durable, resilient, suitable for use in an urban coastal environment, and require minimal maintenance.

2.3.3. Life-cycle Materials and furnishings shall be selected to conform with sustainability goals. See Section 3.4.

Surfacing

The India Basin public realm surfacing palette is composed of durable materials appropriate for an urban environment. Materials should require minimal maintenance. At the time of this publication, it is anticipated that permeable surfacing may only be applicable if an underdrain is provided. Permeable materials are provided herein pending future geotechnical investigations.

Standards

2.3.3.1 Vehicular Surfacing Surfacing in vehicular zones shall be designed with appropriate profiles to accomodate vehicular traffic. Concrete unit pavers in vehicular zones shall not exceed 4" x 12" module size.

Guidelines

2.3.3.2 Surfacing Provide visual and textural contrast between pedestrian and vehicular surface.

2.3.3.3 Joints Cast in place concrete joints shall be saw cut.

2.3.3.4 Edge Restraint Non rigid paving shall have an edging composed of either a stainless steel or aluminum edging or cast in place concrete.

Surfacing Types

Type A: Permeable Asphalt

Standard hot mix asphalt with reduced fines.

Type B: Permeable Concrete

Custom concrete mixture contains little or no sand which results in high void content.

Type C: Grass Pave

Pervious, planted load bearing surface composed flexible grid system. Provides high permeability suitable for vehicular loading

Type D: Turf Block

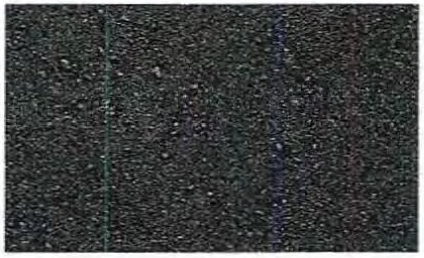
Modular paving system with large voids to allow for planting and passage of water.

Type E: Permeable Unit Pavers

Modular cast concrete paving system. Paving joints allow for passage of water.

Type F: Reinforced Planting

Modular cut stone pavers set into turf or crushed stone surrounds.



Type G: Asphalt

Smooth, durable road surface.

Type H: CIP Concrete

DPW standard CIP concrete..

Type I: Enhanced Cast In Place Concrete

Cast in place concrete with integral color. May include embossing or patterns.

Type J: Concrete Unit Pavers

Modular cast concrete system. In vehicular areas, size of modules shall accommodate vehicular loading. May be sand set on an aggregate base or mortar set on a concrete slab. Install per geotechnical recommendations.

Type K: Cobblestone

Modular cut stone paving.

Type L: Thermoplastic

Marking to delineate Class I bike lane.

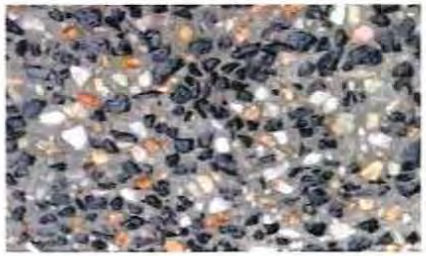
Type M: Decomposed Granite

Flexible non porous paving system.

Type N: Demarcation Multi-use Paving/Pavers

Flexible non-porous paving system

Surfacing Types



Type O: Exposed Aggregate

Select materials inlaid into concrete and/or asphalt for a distinct pattern. Finish surface shall be smooth and durable with no sharp protruding objects. Inlay materials may include shells, found objects, large aggregate.

Type P: Stenciled Concrete

Pressed use found object as stencil in CIP concrete or asphalt.

Type Q: Stabilized Crushed Stone

3/8" or 1/4" minus aggregate with integrated non-toxic stabilizer.

Type R: Truncated Domes

Detectable warning surface to delineate edge between pedestrian and vehicular zones. Refer to DPW standards for material, color and installation specifications.

Type S: Inlay Pressed Paving

Select materials inlaid into concrete and/or asphalt for a distinct pattern. Finish surface shall be smooth and durable with no sharp protruding objects. Inlay materials may include shells, found objects, large aggregate.

Type T: Wood Plank

Smooth, linear wooden planks. Suitable for vehicular loading.

Type U: Wood Boardwalk

Hardwood planking for porous surfacing and elevated trails. Allows for access through stormwater facilities without interrupting hydraulic flow.

Type V: Sand

Fine grain, clean sand for perched sand areas.

Furnishings

Seating with Back Support

Long, linear seating

High-quality detailing

Benches and Seating

Furnishings are an important component of the public realm. The furnishings at India Basin are sturdy and resilient while at the same time fulfilling aesthetic aspirations. To this end, furnishings at India Basin are constructed of simple, robust materials that can withstand the urban environment and coastal exposure. The use of industrial materials with integral finishes is encouraged. They should be inviting, comfortable and accessible.

To establish a unique and site-specific identity, a family of furnishings are envisioned for the site. Sizes, dimensions, layout, configuration, and type vary within the family. Materials should conform to the public realm palette, and be durable and appropriate for an urban waterfront setting.

Standards

2.3.4.1 Location & Type Furnishing type shall conform to Figure 2-71. See Section 2.2.

2.3.4.2 Backing Backed and backless varieties shall be provided, functional areas shall include at least one seating option with back and armrest.

Guidelines

2.3.4.3 Location Furnishings shall be located outside main path of travel within furnishing zones and allow for sufficient space for comfortable seating. Furnishings shall be located in areas where they are likely to be used. Furnishings shall be visible and located in a manner that allows them to be easily accessed.

2.3.4.4 Intervals Seating shall be located at regular intervals.

2.3.4.5 Experience Furnishings shall be located to define unique places and enhance unique experiences, such as views, sculpture, and activities.

Type A: Small Scale Seating
Small scale seating that can be configured to provide seating for individuals and small groups. Can be used in small scale spaces.

Type B: Standard Bench
The standard India Basin streetscape bench will be medium scale and be robust and built to withstand urban conditions. Primary materials to include galvanized or stainless steel and durable hardwood.

Type C: Large Bench
Substantial bench element for large scale gathering and plaza spaces. Can accommodate large groups of people

Type D: CIP Concrete Seating
Built in seating elements constructed of cast in place concrete.

Furnishing family durable materials

Type E: Modular Furnishing System
Modular furnishing systems allows for various configurations which enables adaptability to varied public realm conditions.

Type F: Movable Furnishings
Standard India Basin furnishing that is respositionable by users. Should be easy to store, durable, and offer a variety of seating positions including straight back chair, reclined back chair, foot rest, and table.

Type G: Site-Specific / Custom Furnishings
To define a unique experience or view at gathering places and/or unique places, a site-specific, built-in furnishing and/or art piece should be commissioned to define the public realm.

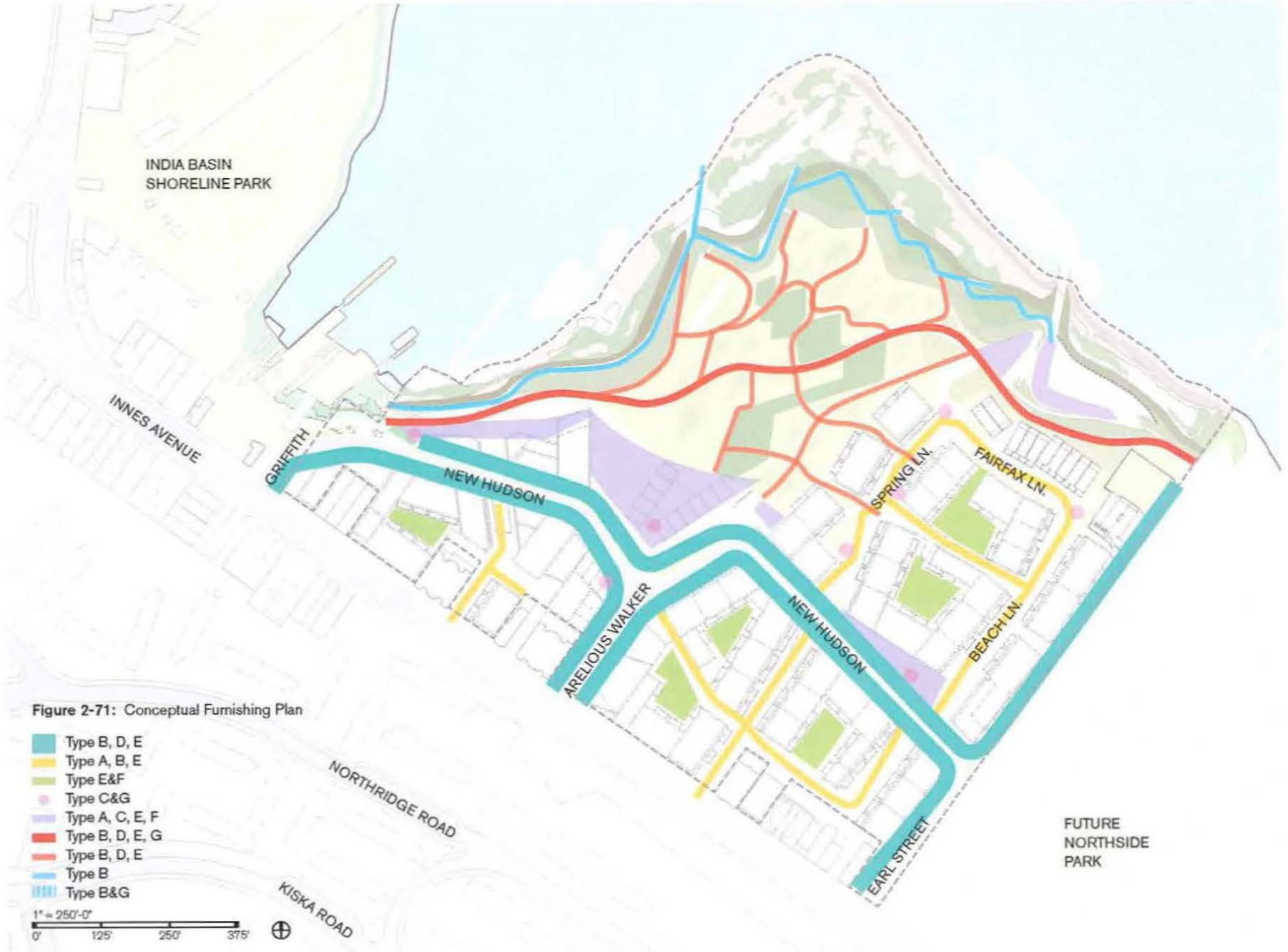


Figure 2-71: Conceptual Furnishing Plan

Bike Racks

Bike racks should be a simple, robust design. Bike racks constructed of galvanized or stainless steel without powder coating are easier to maintain and are encouraged. Refer to Ch. 1 for bike network and bike corral locations.

Standards

2.3.4.6 Location Bike racks shall be located no further than 50 feet from program areas such as building entries, small and large gathering areas and signature places. Bike racks shall be provided near major destinations and locations with high pedestrian traffic. Shall be located adjacent to Class-I Bikeway.

Durable, corten steel bike rack

2.3.4.7 Design Bike racks shall conatin at least 2 points of contact and multiple locking options for a range of bikes. All elements of a bike rack shall have a minimum 2 inch diameter or 2 inch square tube.

Guidelines

2.3.4.8 Material Bike racks shall be galvanized or stainless steel to facilitate ease of maintenance. Bike racks shall not be powder coated.

2.3.4.9 Visibility Bike racks shall be visible to cyclists and pedestrians.

2.3.4.10 Location Bike racks shall be located where ample space is available and pedestrian flow will not be compromised. Bike racks shall be located to avoid conflict with access to underground utilities.

Fire Pits

Fire pits are proposed for public areas to provide comfort that should increase the use of the public realm spaces to all times of day and year.

Guidelines

2.3.4.11 Construction Fire pits shall be constructed as integral, built-in elements to the place.

2.3.4.12 Design Provide built-in utility lines to supply fire pits.

Built-in fire pit for year round use

Recreation Elements

The Big Green is envisioned to create a healthy, fun, and engaging environment for people of all ages and abilities. A range of recreation and adventure elements are intended for the Big Green.

Standards

2.3.4.13 Design Shall be designed for all ages and abilities.

2.3.4.14 Fencing Shall be designed without the need for fencing and controlled access.

Guidelines

2.3.4.15 Activities Shall provide space for a range of experience and activities

2.3.4.16 Drinking Fountains Drinking fountains shall be provided at all active recreation areas.

2.3.4.17 Lighting Lighting shall be provided in active and adventure areas for evening use.

Boat Rack

The Beach provides access to a human-powered boat launch. A boat rack for temporary portage shall be located adjacent to the launch.

Standards

2.3.4.18 Location Locate 1 boat rack for temporary human-powered boat storage adjacent ot the boat launch. Shall accommodate at least 6 boats. Shall be integrated into the landscape and shall not be a standalone element.

Guidelines

2.3.4.19 Materials Shall be galvanized or stainless steel to facilitate ease of maintenance.

Boat rack for human powered boats

Spaces for outdoor fitness

Recreation amenities for all ages and abilities

Integrate play features into the landscape. Variety & adventure.

Boardwalks & Spans

Standards

2.3.4.20 Material Boardwalks shall be made of wood materials.

2.3.4.21 Guardrail Guardrail shall be at least 80% transparent.

2.3.4.22 Roll Guard Where drop from boardwalk exceeds 4", provide a 6" high roll guard for edge detection. Roll guard material shall be integral to boardwalk material.

Guidelines

2.3.4.23 Guardrails Trails and boardwalks shall be designed to use guardrails sparingly, and only at overlooks and bridges. (See Sections 2.2.7 - 2.2.12)

Elevated boardwalk

News racks

Standards

2.3.4.24 Location Only 1 six-unit pedmount news rack shall be placed behind the curb of any loading (white) zone.

2.3.4.25 Clear Width Where news racks are located in the furnishing zone or furnishing area, placement shall meet the minimum clear width with the news rack door open.

2.3.4.26 Location News racks shall be located next to red curbs that are not marked for a bus stop.

2.3.4.27 Bus Zone No news rack shall be placed within 6 feet of the curb for the length of any bus zone.

2.3.4.28 Location A maximum of five free-standing news racks may be placed in a continuous row. No more than two pedmount news racks shall be placed within 5 feet of each other except if the sidewalk is 25 feet wide or greater, in which case the maximum is 3 pedmounts.

Guidelines

2.3.4.29 Location News racks shall be placed in building setbacks, instead of the furnishings zone, with the property owner's approval.

2.3.4.30 Design News racks shall be consolidated into a single integral cabinet. The cabinet shall have a simple design that complements the design and color of other street furniture. News racks shall be permanently affixed to the sidewalk.

News racks combined as one feature

Parking Meters

Standards

2.3.4.31 EV Charging Provide EV charging at on-street parking meters for electrical vehicles and bikes. EV charging stations shall be provided for at least 50% of street level parking spaces within the public realm.

2.3.4.32 Location Multi-space meters shall be placed every 8 to 10 parking spaces, 150 to 200 feet apart.

2.3.4.33 Multi-Space Meters Signage shall clearly direct patrons to the multi-space parking meter. Signage directing patrons to multi-space meters shall be placed every 100 feet (4 to 5 parking spaces).

Guidelines

2.3.4.34 Striping & Numbering Some payment mechanisms require striping, and in some cases numbering, of individual spaces on the roadway while others allow cars to freely fill in the entire block. Where roadway striping and/or numbering is required it shall be minimal and not visually distracting or unnecessarily large.

Parking meter stations

Drinking Fountains & Bottle Filling Stations

Guidelines

2.3.4.35 Location Provide at least 1 drinking fountain and bottle filling station near recreation areas, signature spaces, and recreation areas.

2.3.4.36 Location Locate bottle filling stations adjacent to bicycle facilities, including the Class-I bikeway, and the primary multi-use trail.

Drinking Fountains
Water filling stations as bicycle infrastructure

Fences

Fences are included for minimal use to provide privacy, for habitat protection, and for relevant program. Fences should be used sparingly.

Standards

2.3.4.37 Elements Fence elements per Figure 2-72. Dimensions and location may vary.

2.3.4.38 Location See Section 2.2 for fence locations and use by area.

2.3.4.39 Gates and Screens Gates and screens shall meet or exceed City of San Francisco residential guidelines and standards for transparency and access requirements.

Guidelines

2.3.4.40 Use Fences shall be used sparingly and only where necessary for privacy and/or select programs. See Section 2.2 for locations and use by area.

2.3.4.41 Materials Select durable materials with integral finish appropriate for a marine environment.

Type A: Wire Mesh A
Lightweight, low-profile fence to create a clear yet transparent divide between spaces. 36-42" high. 50-72" high in select places. May receive occasional flooding.

Type B: Cable
Rustic wood and cable and/or rope materials designed to fit into the wild and feral landscape. 36-42" high. May receive occasional flooding.

Type C: Wood Slats
Lightweight, low-profile fence to create a clear and opaque divide between spaces. 36" high. Up to 50" in select places. Industrial aesthetic.

Type D: Gate
At entries to private courtyards, a gate is provided for secure resident entry. 48-96" high in select places.

Type E: Screen
Structure to provide screening from adjacent spaces. 48-96" high in select places.

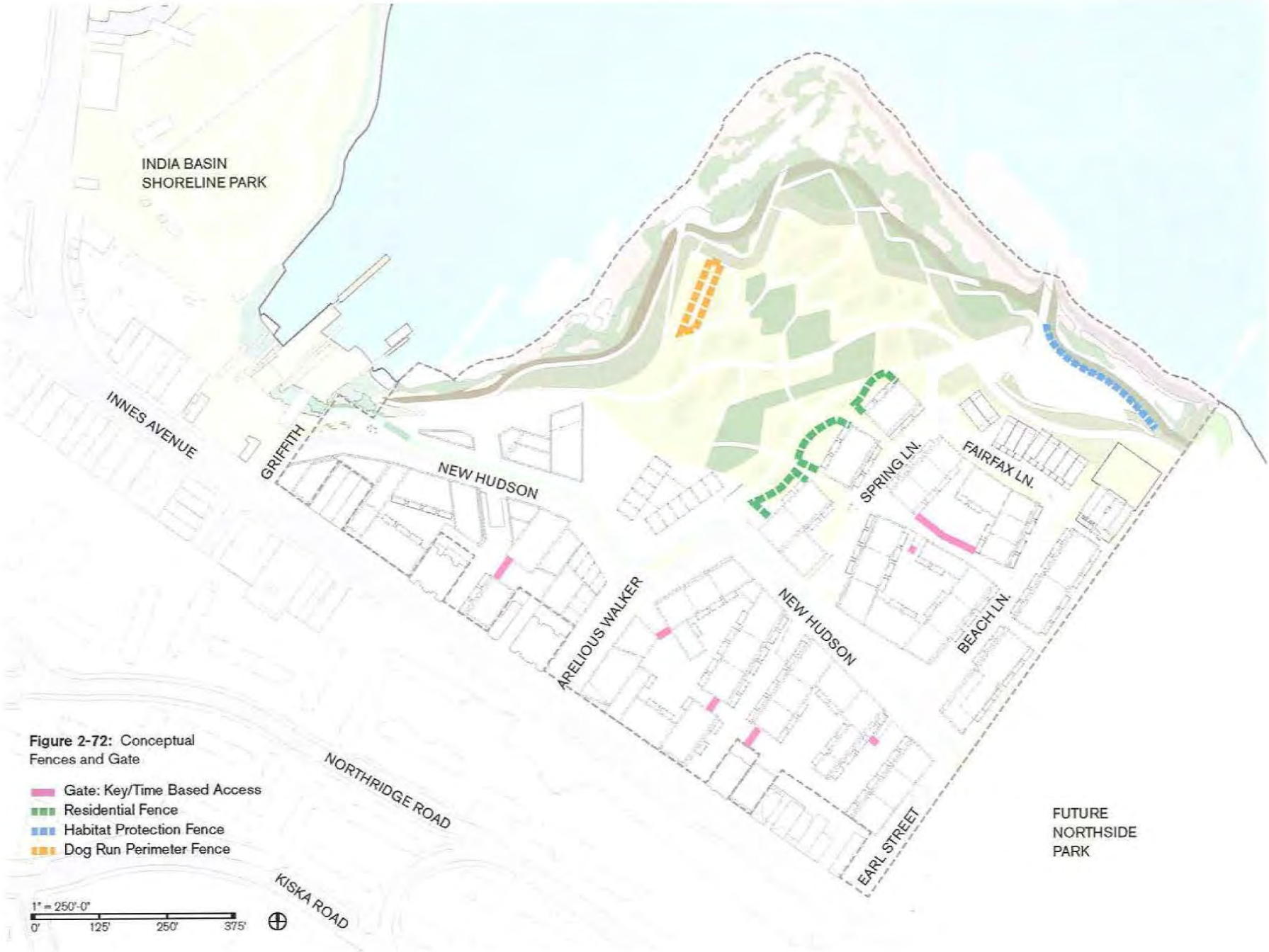


Figure 2-72: Conceptual Fences and Gate

Identity

Multi-Stream & Capacity

User Behavior

Refuse Receptacles

Refuse receptacles will be located throughout the public realm to support the City's ambitious zero waste goal (see Section 3.5) and are intended to serve 3 functions.

1. Identity - Custom designed refuse receptacles unique to India Basin palette for wayfinding and identity.
2. Multi-Stream and Capacity - Modular system to collect different refuse streams. High capacity in busiest areas to minimize collection frequency and overflow.
3. User Behavior - Furnishings for refuse collection for all users and refuse streams.

Standards

2.3.4.42 Capacity Refuse receptacles shall be high capacity (36 gallon or greater) to minimize collection frequency.

2.3.4.43 Construction Use below grade footing unless infeasible.

Guidelines

2.3.4.44 Maintenance Refuse receptacles shall be easily cleaned.

2.3.4.45 Design Refuse receptacles shall be side opening and covered for rain protection.

2.3.4.46 Location Refuse receptacles shall be located in the furnishing zone outside of pedestrian circulation path. Refuse receptacles shall be located where ample space is available and pedestrian flow will not be compromised. Refuse receptacles shall be placed in a location visible to pedestrians and adjacent to high activity zones. Refuse receptacles shall be located to avoid conflict with access to underground utilities. Refuse receptacles shall be located as near to corners as practicable but out of the corner clear zone.

2.3.4.47 Design Refuse receptacles shall contain a closed flap to limit wildlife exposure and access.

Lighting

Lighting

Lighting is designed for safe roadways, pedestrian and open spaces to foster an active urban environment and provide an important component of India Basin's identity. India basin lighting fixtures provide flexibility and allow for multiple configurations while providing the ability to integrate with security and data components. Fixture materials will build on India basin's industrial heritage. The India Basin lighting design balances lighting requirements with minimization of light pollution to protect habitats and dark skies.

Standards

2.3.5.1 Light Levels Pedestrian light levels per Figure 2-73.

2.3.5.2 Height Street Lighting Street lighting fixtures shall be mounted 20-30' high.

2.3.5.3 Height Pedestrian-scale Lighting Pedestrian-scale lighting fixtures shall be mounted 12-15' high, min 15' high in vehicular travel zones.

2.3.5.4 Sky Glow Sky glow shall be mitigated by selecting dark-sky friendly lighting fixtures that direct most of the light downward, by eliminating excessive light level, and turning lights off when not needed. Light fixtures shall achieve a semi-cutoff light (5% or less concentration of light above a 90 degree angle from the fixture than the light output of the fixture), with a target of full-cutoff (zero light loss above the fixture or shield level).

2.3.5.5 Location Light poles and fixtures in the Big Green shall not exceed 36" high. Locate light fixtures in the shoreline only at the beach upper and lower decks. Only footlighting with motion sensor activation or no lighting will be permitted on the shoreline boardwalk. Shall be located to minimize impact on habitat.

2.3.5.6 Efficiency Select lighting to maximize energy efficiency to meet or exceed the minimum energy performance requirements of Title 24 at the time of construction. See Section 3.3 for energy efficiency.

2.3.5.7 Maintenance & Cost Light fixtures shall be chosen to minimize maintenance and operating costs, and should have a minimum lifespan of 50,000 hours.

Guidelines

2.3.5.8 Location Street lighting poles shall be located on the sidewalk close to the curb on the curb side edge, or centered within, the furnishing zone.

2.3.5.9 Pedestrian Lighting Pedestrian lighting shall be added to street light poles where feasible unless spacing between street light poles does not support adequate pedestrian lighting, in which case pedestrian lighting may need to be located between street light poles.

2.3.5.10 Light Distribution Light fixtures shall be selected to efficiently direct light to the desired area of the roadway and sidewalk. Light fixtures should enable a variety of light distributions to adapt to different street and sidewalk configurations while maintaining the same fixture appearance. The distribution type shall be selected based on street and sidewalk width. Glare shall be mitigated by selecting the proper lamp wattage and mounting fixtures at the appropriate height.

2.3.5.11 Light Trespass Lighting fixtures shall not be located close to windows to avoid light trespass or glare and disturb the adjacent building's occupants. House-side shields may be used on fixtures to minimize light trespass into residences or other areas.

2.3.5.12 Lighting Lighting will meet current PUC standards and street lights will be drawn from the SFPUC street light catalogue or will be an approved alternate fixture.

Lighting Types

Type A: Street Light

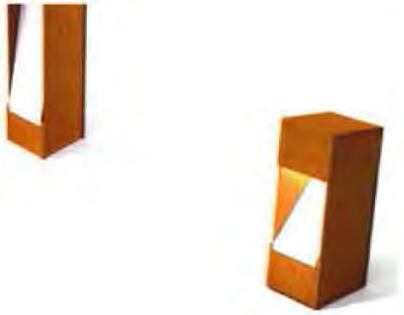
20–30' high. Industrial aesthetic. Simple durable materials with integral finish. Can incorporate pedestrian light (12–15' high). Configurability. Able to integrate security, data gathering, cameras.

Type B: Pedestrian Light

12–15' high (min 15' in vehicular travel zones). Industrial aesthetic. Simple durable materials with integral finish.

Type C: Bollard Light

36–42" high. Industrial aesthetic. Simple and durable materials with integral finish that is designed to fit into the surrounding landscape. Shall be placed outside of primary foot traffic. Limit light pollution to limit impact to habitat and preserve dark skies.



Type D: Foot Light

6–12" high. For low level foot traffic pathways in Big Green and residential areas. Industrial aesthetic. Simple, durable materials with integral finish.

Type E: Solar Powered Light

Consider light features that incorporate PV to generate on-site renewable energy to achieve the ambitious sustainability goals. See Section 3.3.

Type F: In-Grade / Inset Light

Flush in-grade or inset in furnishing/ structure. Industrial aesthetic. Simple and durable materials with integral finish that is designed to fit into the surrounding landscape. Shall not create a tripping hazard. Limit light pollution to limit impact to habitat and preserve dark skies.

Figure 2-73: Pedestrian Light Levels

Pavilions and Art Installations

Structures

A range of structures - small and large - will be incorporated throughout the Big Green to provide amenities, services, and experiences for visitors. The form, dimension, and materiality of all structures should be designed as site-specific and purpose-specific constructions that reference the surrounding landscape, industrial heritage, waterfront setting, and environment. As a field house to augment the Heron's Head EcoCenter, a lightweight pavilion should be provided in the Big Green.

The unique waterfront setting and landscape lends itself to a robust sculpture park program. A collection of large, environmental scale pieces that are site-specific, interactive, and/ or interpretive are envisioned to be dispersed throughout the Big Green as a local amenity and destination. Consider contracting site-specific pieces by local artists, and contracting local artists / artisans for fabrication of pavilions and structures. Installations should be interactive and engaging to the greatest extent possible.

Standards

2.3.6.1 Elements Structures shall conform to Figure 2-74. Dimensions and locations may vary.

2.3.6.2 Size Maximum allowable footprint per structure in Big Green and Beach Terrace is 1,500 square feet, excluding public market pavilion. Only sculptures, art installations, and shade canopies built-into overlooks or the bank shall be permitted below top of bank.

2.3.6.3 Restooms Locate a minimum of 2 accessible public restroom facilities. Locations per Figure 2-74. The 2 facilities cannot be combined in the same location. Restrooms shall be incorporated into other structures where feasible. Number of restroom stalls may vary by facility. See Standard 2.2.3.4 Public Market Restrooms for required number of stalls in Public Market.

Guidelines

2.3.6.4 Collection Both permanent and temporary / rotating sculptures shall be permitted.

2.3.6.5 Experience Locate pieces to create views, unique experiences and encounters.

2.3.6.6 Varied Designers & Artist Pavilions and structures shall be designed by different designers / artists.

Figure 2-74: Pavilions and Art Installations

Structure Types

Concessions Stand

Pavilions providing small-scale retail, food service, rentals, and souvenirs. Canopy should allow for indoor and outdoor seating.

Restrooms

Should be located in multiple locations as indicated on Figure 2-74. Should be incorporated into other structures where feasible.

Boat Storage Shed

Single structure capable of securely storing up to 50 human-powered boats. Pavilion design should reflect scale of boats and surrounding landscape.

Shade / Wind Protection / Bird Blind

Located in the Big Green and Shoreline areas to provide increased comfort to promote year-round use, and to provide habitat protection in viewing areas.

Field Center

Lightweight pavilion for on-site environmental education, stewardship, and engagement activities. Should support outdoor classroom activities.

Framed Views & Overlooks

The site is surrounded by views of downtown, east bay, the bay bridge, and existing parks and wetlands. Site-specific installations should be incorporated to frame views and orient users to unique site elements.

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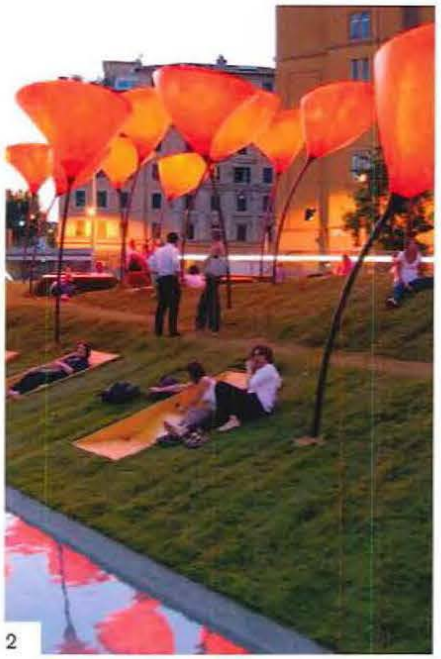

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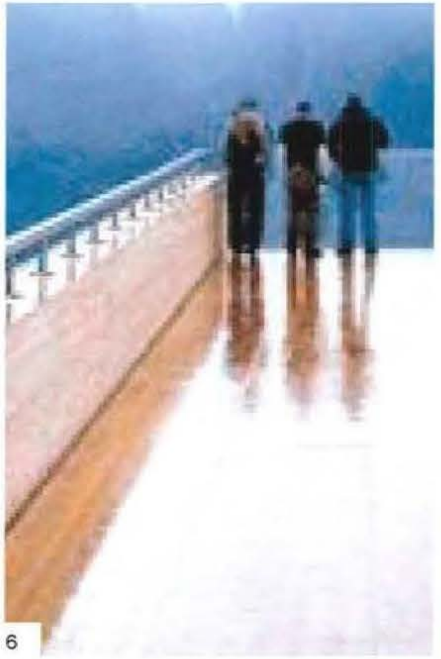

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Sculpture & Installation Examples

1. Mark Di Suvero, Governors Island.
2. Whatami.
3. "Bamboo Circle", Los Angeles.
4. Olympic Sculpture Park.
5. Clothespin Sculpture, Chaudfontaine Park, Belgium.
6. The Platform, Saunders Architecture, Fjord.

Streetscape Systems

Streetscape Systems

This section includes standards and guidelines for constructed elements of the streetscape.

These include elements that address the interface between pedestrian zones and the vehicular zone, including curb ramps, raised crossings and curb extensions. Ensuring that these elements are well coordinated and meet accessibility standards is essential to the development of well functioning, complete streets.

In addition, this section addresses the configuration of tree planting within the streetscape. Trees are an essential component of the streetscape, bringing habitat, climatic comfort and aesthetic benefits. Tree pits should be constructed in a manner that will foster healthy trees with long lifespans in order to maximize these benefits.

Curb Ramps

Curb ramps provide access between the sidewalk and roadway, particularly for people with mobility issues. Because of this, curb ramps are integral to safe and accessible streets.

Standards

2.3.7.1 DPW Standards Curb ramps shall be constructed per City of San Francisco DPW standard plans for curb ramps and DPW Director's Order #175,387 (Guidelines for Constructing or Reconstructing Curb Ramps).

Guidelines

2.3.7.2 Location Curb ramps shall be installed parallel to the direct path of travel across an intersection.

2.3.7.3 Clearance Curb ramps and crosswalks shall remain clear of obstacles. No new poles, utilities or other impediments shall be placed in the curb ramp return areas.

2.3.7.4 Planting Area Planting areas shall be permitted at corners on either side of curb ramps.

Curb Extensions

Curb extensions or bulb-outs enlarge the sidewalk to incorporate the parking lane, which increases the pedestrian zone at strategic locations, This can be implemented at corners and mid block. Curb extensions enhance safety by increasing pedestrian visibility while providing additional space for pedestrians and streetscape amenities.

Standards

2.3.7.5 DPW Standards Curb extensions shall conform to San Francisco DPW Standard Plan for Curb Bulb.

2.3.7.6 Bulb-Outs Bulb-outs shall continue at least to the inside edge of the crosswalk and preferably extend at least 5 feet beyond an extension of the corner property line.

Guidelines

2.3.7.7 Curb Radius Curb extensions shall not include curb radius that interferes with emergency vehicle access.

2.3.7.8 Design Curb extensions shall be designed to maximize pedestrian space and minimize crossing distance.

2.3.7.9 Location Curb extensions shall not encroach on bicycle or vehicle travel lanes.

2.3.7.10 Paving Curb extensions shall use special paving to distinguish them from pedestrian throughway travel zone.

2.3.7.11 Buffers Curb extensions shall include bollards, planting or other buffers between pedestrians and vehicles. These elements shall not impede drivers' view of pedestrians.

2.3.7.12 Furnishing Furnishings shall be located on curb extensions where space allows.

Raised Crosswalks

Raised crosswalks provide a pedestrian crossing of the roadway at the level of the sidewalk. In addition to providing a level surface for pedestrian access across the roadway, this provides traffic calming benefits as vehicles are forced to reduce speeds before passing over the crosswalk.

Standards

2.3.7.13 Dimensions Raised crosswalks shall be flush with the sidewalk height and at least the width of the crossing or intersection.

2.3.7.14 Length Raised crosswalk shall be long enough in the direction of travel to allow both front and rear wheels of a passenger vehicle to be on top of the table at the same time—typically 10 feet. Specific lengths should be determined by using the ITE/FHWA document Traffic Calming: State of the Practice. Vertical transition shall be designed to not cause excessive jarring or discomfort to vehicle passengers.

Guidelines

2.3.7.15 Detectable Warning Detectable warnings shall be provided where pedestrians will cross into the vehicle area.

2.3.7.16 Paving Raised crosswalk shall be marked by use of a distinct paving treatment or match the paving of the pedestrian throughway.

2.3.7.17 Grading & Drainage Grading and drainage design should take into account impact of raised crosswalks on drainage and provide adequate stormwater collection infrastructure.

Accessible crossings meet code

Truncated domes at edge of vehicular zone

Bulb-outs create safe crossings

Tree Pits

The India Basin tree pit configuration allows for variation in tree pit layouts that will contribute to the unique streetscape character while creating space for placement of signage and other streetscape elements. Figure 2-75 shows examples of design variation.

Standards

2.3.7.18 Configuration Streets shall employ multiple tree pit configurations and no two adjacent tree pits shall utilize the same configuration.

2.3.7.19 Subsurface The standard tree pit subsurface detail shall only be used where structural cell system is not possible.

2.3.7.20 Tree Pit Street trees shall have a minimum of 1000 cubic feet of soil per tree to maximize habitat potential. This may include use of a structural cell system to maximize soil volume.

Guidelines

2.3.7.21 Irrigation Include irrigation and tree sub-drainage where required.

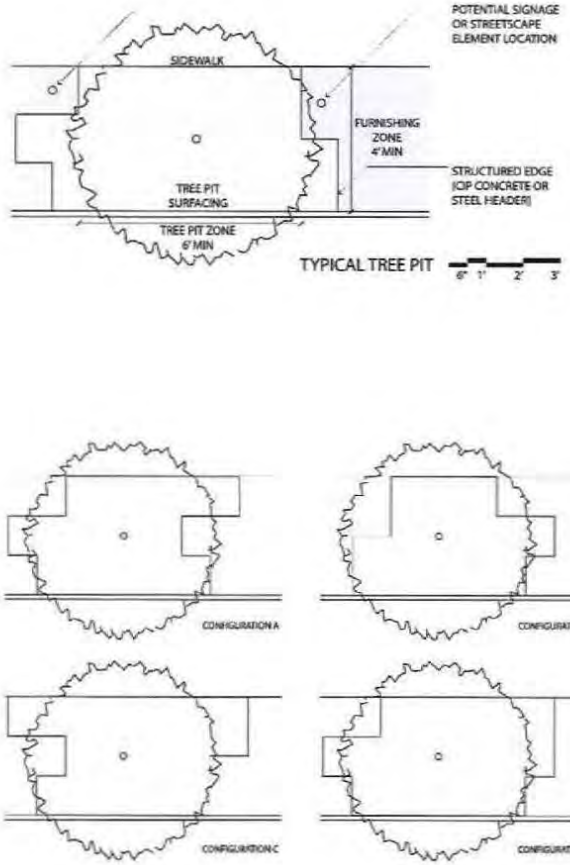


Figure 2-75: Tree Pit Configuration

Type A: Decomposed Granite

Type B: Planting

Type C: Stone

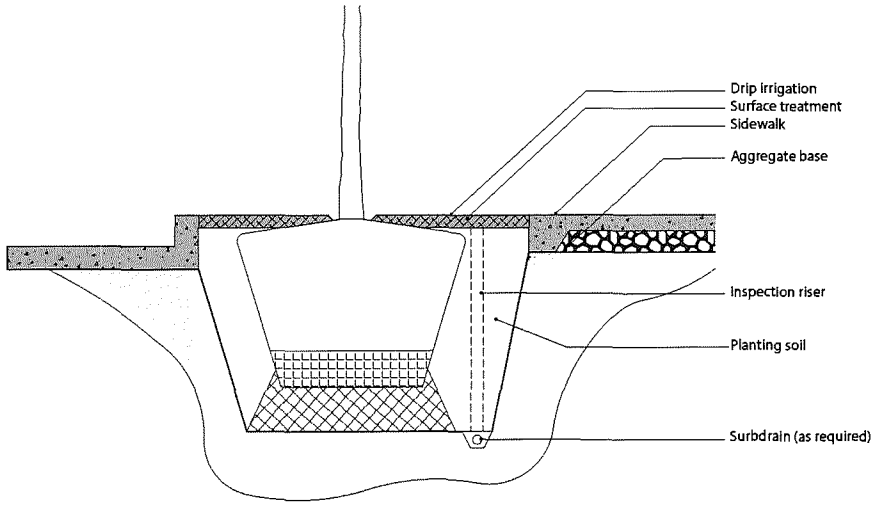


Figure 2-76: Standard Tree Pit

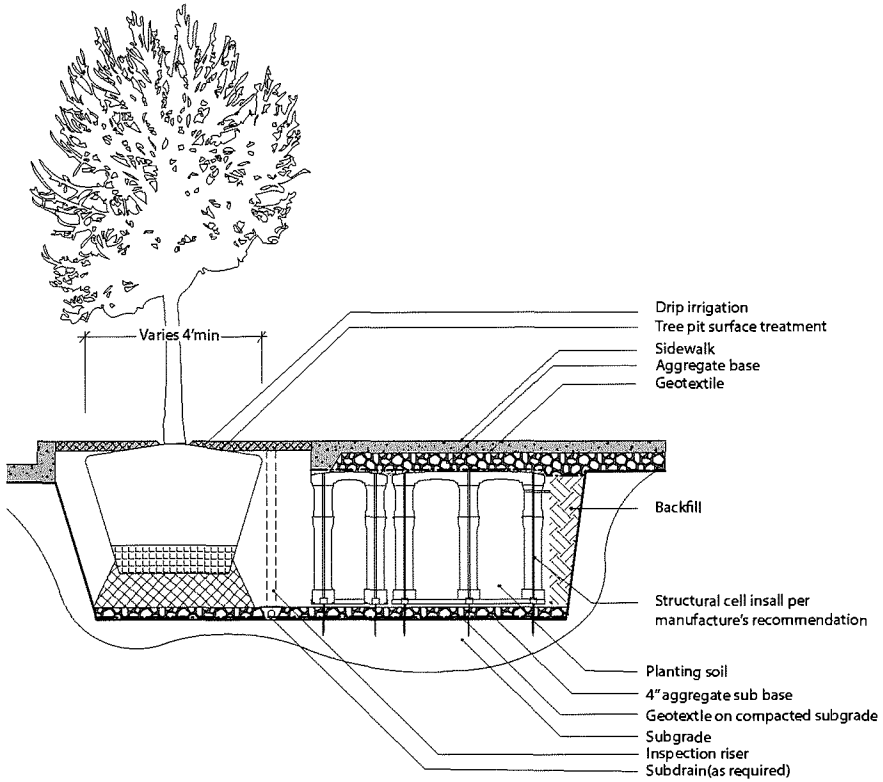


Figure 2-77: Modular Structural Cell

Type A: Standard

Type B: Structural Cell

Modular structural cell support system allows for paving above planting soil, increasing volume of planting soil that can be provided for trees, which is extremely beneficial for long term tree health and viability.

Stormwater Management Tools

Bioretention Areas

Bioretention areas are included throughout the Flats to treat all stormwater generated in the Flats and limit and/or eliminate the need for on-podium stormwater treatment. Within Bioretention areas, rooted water tolerant plantings are encouraged to improve filtration and nutrient control benefits. See Section 2.2.8 for stormwater treatment in Big Green and Section 3.2 for Stormwater Management Framework.

Standards

2.3.8.1 Dimensions Minimum planter width shall be 2 to 3 feet to accommodate under drain systems, allow for planting room and allow for constructability.

2.3.8.2 Drainage Bioretention facilities shall be designed to drain stormwater within 48 hours after a rain event to avoid concerns about mosquitos. Ponding depths shall be limited to 6 inches or less. An overflow riser with a domed grate shall be included for larger storm events.

2.3.8.3 Underdrain System An underdrain system shall be included where subsoil infiltration rates are less than .5 inches/hour.

Guidelines

2.3.8.4 Roadway Runoff Roadway runoff shall be directed into bioretention features by installing flush ribbon curbs on the street edge or small evenly spaced curb cuts.

2.3.8.5 Location Planters shall be structurally separate from the adjacent sidewalk to allow for future maintenance without disturbing the sidewalk. An expansion joint satisfies this requirement.

2.3.8.6 Soil Horizons Bioretention areas shall contain a surface layer of organic mulch, underdrain by an amended soil plant bed supporting appropriate grasses, shrubs and trees.

Swales

Standards

2.3.8.7 Width The preferred width for swales is 5 to 11 feet but swales may be as narrow as 3 feet.

2.3.8.8 Check Dams For swale slopes over 6% check dams shall be provided. Check dams shall be constructed of durable, non-toxic materials such as rock, brick, concrete, or soil by integrating them into the grading of the swale.

2.3.8.9 Filtration Deep rooted grasses and forbs shall be planted to improve filtration benefits of swales. Side slopes shall be minimized and shall not exceed 3:1.

Guidelines

2.3.8.10 Side Slopes Swales shall have shallow side slopes and depth to avoid safety risks and prevent erosion. This may include use of a vertical edge.

2.3.8.11 Flush Ribbon Curbs Flush ribbon curbs on the street edge of a swale or evenly spaced small curb cuts into the existing raised curb shall be used to allow roadway runoff to enter swales.

2.3.8.12 Topsoil Amended topsoil shall be installed to increase filtration and to improve infiltration and retention of runoff. In locations where there is low soil permability, an underdrain should be considered.

2.3.8.13 Plant Species Vegetation shall be selected to improve infiltration functions, protect the swale from rain and wind erosion and enhance overall aesthetics. Selected species shall not require irrigation after establishment.

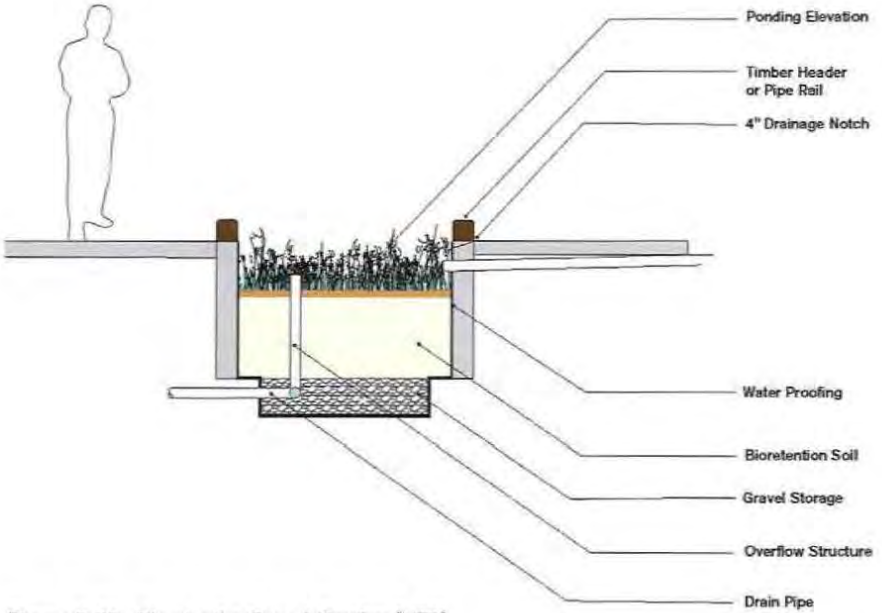


Figure 2-78: Bioretention Type A Section (NTS)

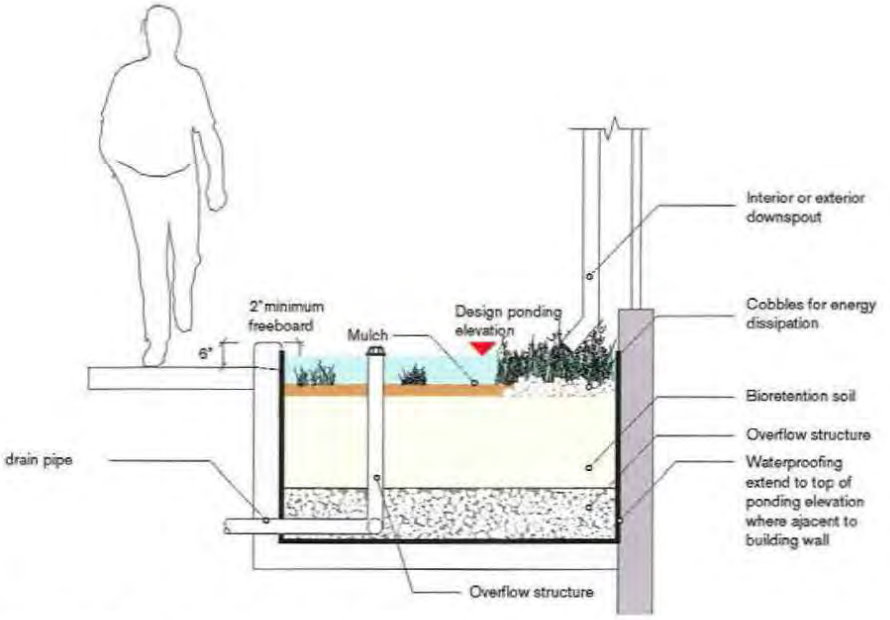


Figure 2-80: Roof Bioretention Section (NTS)

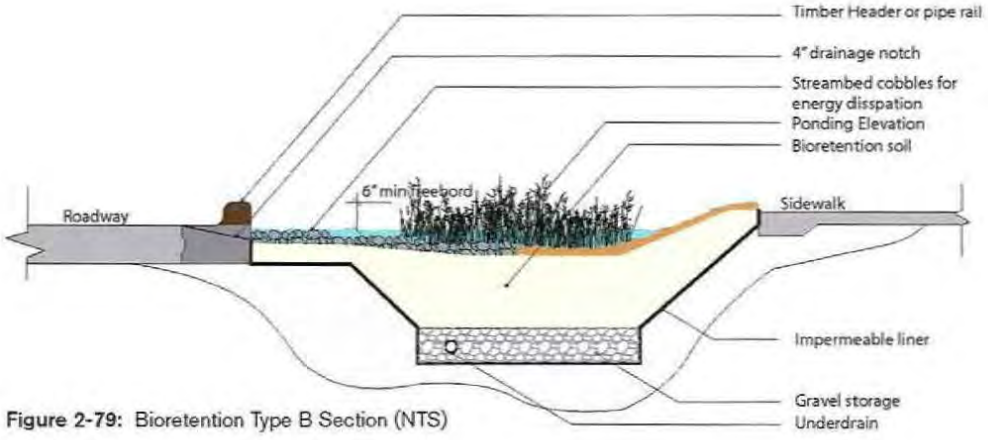


Figure 2-79: Bioretention Type B Section (NTS)

2.4 Ecology & Biodiversity

2.4.1

Ecology and Biodiversity Objectives

India Basin is composed of 7 adjacent waterfront sites proposed to become a continuous waterfront open space. The physical continuity of India Basin is its greatest asset for promoting diverse ecologies. While each site varies in its topography, materials, and relationship to the Bay, all can contribute to a larger ambition for diverse ecologies at a Basin-wide scale.

This site represents a unique ecological opportunity within the basin. The existing site assets, including a vegetated tidal marsh shoreline and extensive upland make it well positioned to support a broad array of flora and fauna. Planting is organized into 3 categories: urban, upland, and tidal. Species should be selected to optimize habitat potential and create habitat niches across the site.

The intent is to keep the plant palette and character of the site wild and feral. This section outlines the recommended plant palette, standards and guidelines for creating the most optimal horticultural conditions to create a wild, ephemeral, adaptive, and sustainable landscape with diverse ecologies. The ambitions serve as a replicable model for habitat creation across all sites in India Basin.

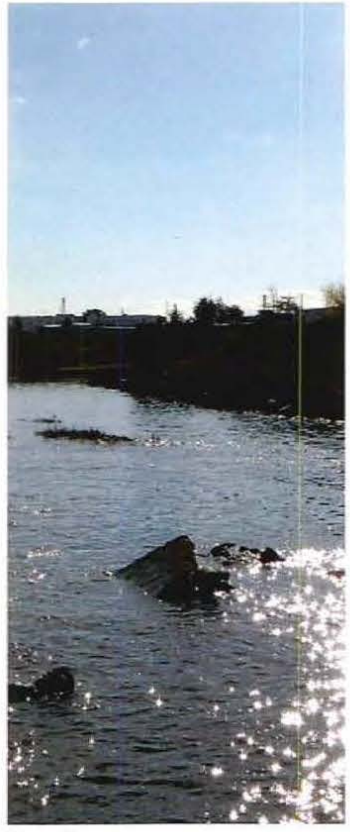
Figure 2-81: Habitat Continuity Throughout India Basin

Seasonal

Feral

Native

Adaptive



Dynamic

3106

Planting

Tree Planting

Trees provide a wide variety of benefits, including providing urban habitat, microclimatic moderation (wind break and shading), reduction of urban heat island, and reduction of stormwater runoff. Trees will be an integral part of India Basin and will be incorporated into streetscapes and open spaces.

Growing conditions are vital to the health and longevity of trees and the India Basin standards and guidelines will ensure that best practices will be employed for the viability of trees over time. Tree plantings must take into account local conditions. At India Basin, microclimatic factors such as wind and coastal exposure will be important considerations in species selection and tree layout.

Figure 2-82: Conceptual Tree Plan

These spacing requirements should be considered general targets that may be adjusted to local street conditions such as setbacks from corners, utilities, driveways, bus stops and building entries. To the greatest extent feasible, trees shall be aligned to minimize interference with building entries, driveways, and utilities. Where site constraints prevent maintaining an exact spacing, it is favorable to place a tree slightly off the desired rhythm than to leave a gap in the planting pattern.

Standards

2.4.2.1 Trunk Size Caliper (trunk diameter) of trees to be planted shall be a minimum of 2" to 8' of height. Exceptions shall be considered for desired species that may not attain this caliper size, such as a 24-inch box specimen.

2.4.2.2 Box size Minimum tree size at installation shall be a 24 inch box. 15 gallon container may be allowed for volunteer efforts and property owner initiated replacement.

2.4.2.3 Path of travel Tree branches that extend into the path of travel shall maintain 80 inches of vertical clearance.

2.4.2.4 Distance from paving Trees shall be planted at minimum 5' from pavements, walls, and structures, except in furnishing zones.

2.4.2.5 Conflicts Where a conflict arises with tree placement and other streetscape elements such as curb cuts and vaults, a gap of no more than 1 tree shall be permitted.

2.4.2.6 Soil volume and depth A minimum of 1000 cubic feet of soil per tree and adequate planting depth shall be provided for all trees to ensure the soil's ability to store moisture and allow room for roots to grow. A minimum of 700 cubic feet of soil allowable where trees are located in same trench to maximize habitat potential.

Guidelines

2.4.2.7 Spacing Where regular spacing of trees is not possible due to curb cuts, subgrade utilities or other obstacles, regular spacing shall be maintained for as much of the street as possible. A gap of no more than one tree shall be permitted. Where loading zones or garage entries occur, a street tree shall be planted on both sides of loading zone / garage entry to bookend loading zone / garage entry and minimize gaps in street tree placement. Street tree spacing shall be determined by the expected mature size of the tree. Generally, trees should be planted with the following spacing:

- ***Small Trees*** (<20 feet crown diameter at maturity) shall be planted 15 to 20 feet on center.
- ***Medium Sized Trees*** (20-35 feet crown diameter of maturity) shall be planted 20 to 30 feet on center.
- ***Large Trees*** (>35 feet crown diameter at maturity) shall be planted 30 to 35 feet on center.

2.4.2.8 Water quality Irrigation water quality shall not preclude selection of species to meet habitat requirements. Consider improving water quality to expand potential plant palette range.

2.4.2.9 Tree staking Trees at India Basin shall be staked or guyed with rigid adjustable system such as Greensleeves Tree Staking System at installation.

Tree Type Palette

Entry Street

Character: Large and broad canopy, at least 30' at maturity, single or alternating species similar in form, should not produce fruit/litter.

- ZELKOVA SERRATA*
- PLATANUS X ACERIFOLIA 'LIBERTY'
- JACARANDA
- LYONOTHAMNUS FLORIBUNDUS

Lane / Laneway

Character: Small to medium size, seasonal interest in leaves or flowers, mix of multiple species, including those suitable for bioretention areas.

- ARBUTUS 'MARINA' *
- PRUNUS ILICIFOLIA SSP. LYONII
- ALNUS RUBRA

Commercial Corridor

Character: Large and broad canopy, seasonal interest in leaves or flowers, should not produce fruit/litter.

- GLEDITSIA TRIACANTHOS 'SUNBURST'*
- LAGUNARIA PATERSONII

* EXAMPLES OF RECOMMENDED SPECIES

On Structure

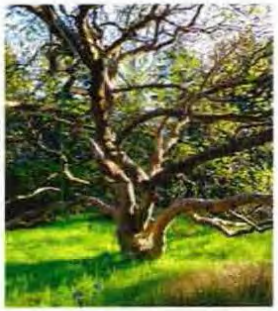
Character: Compact canopy, fine leaf texture to allow light through, small to medium size, specimen tree.

- OLEA EUROPAEA 'SWAN HILL' *
- ACER PALMATUM 'SANGO-KAKU'
- LAGERSTROEMIA 'TUSCARORA'/ 'NATCHEZ'
- ULMUS PARVIFOLIA 'DRAKE'

Open Space

Character: Variable, seasonal interest in leaves or flowers, mix of multiple species.

- AESCULUS CALIFORNICA*
- GEIJERA PARVIFOLIA
- MELALEUCA QUINQUENERVIA
- PITTOSPORUM CRASSIFOLIUM
- LYONOTHAMNUS FLORIBUNDUS ASPLENIFOLIUS



Oak

Character: Dense canopy capable of acting as windbreak, should provide nesting habitat and food for wildlife.

- QUERCUS AGRIFOLIA*
- QUERCUS LOBATA
- QUERCUS VIRGINIANA

* EXAMPLES OF RECOMMENDED SPECIES

Understory Planting

Understory planting is an important aesthetic and ecological component of the India Basin public realm. Understory planting provides a range of benefits, including reduction of impervious surface, habitat and ecological function, buffering pedestrian areas from vehicular zones, and helping define the character and identify of India Basin.

The urban zone is the uppermost, developed portion of the site. The habitat types here range from woodland to coast scrub. Where building refuse streams generate greywater and excess heat, priority shall be given to reuse on-site to create habitat See Chapter 6 for green roofs and walls.

The upland zone makes up the core of India Basin's open space, including all of the Big Green. The site's wide, continuous upland zone is a unique asset within the basin and has the potential to enhance and expand existing habitat to support a healthy and highly diverse ecosystem.

As the site's main active recreation zone, upland plantings play a significant role in balancing its function as a beautiful and inviting experience for human visitors while providing refuge to wildlife. The habitat type ranges from woodland to coastal beach/dune.

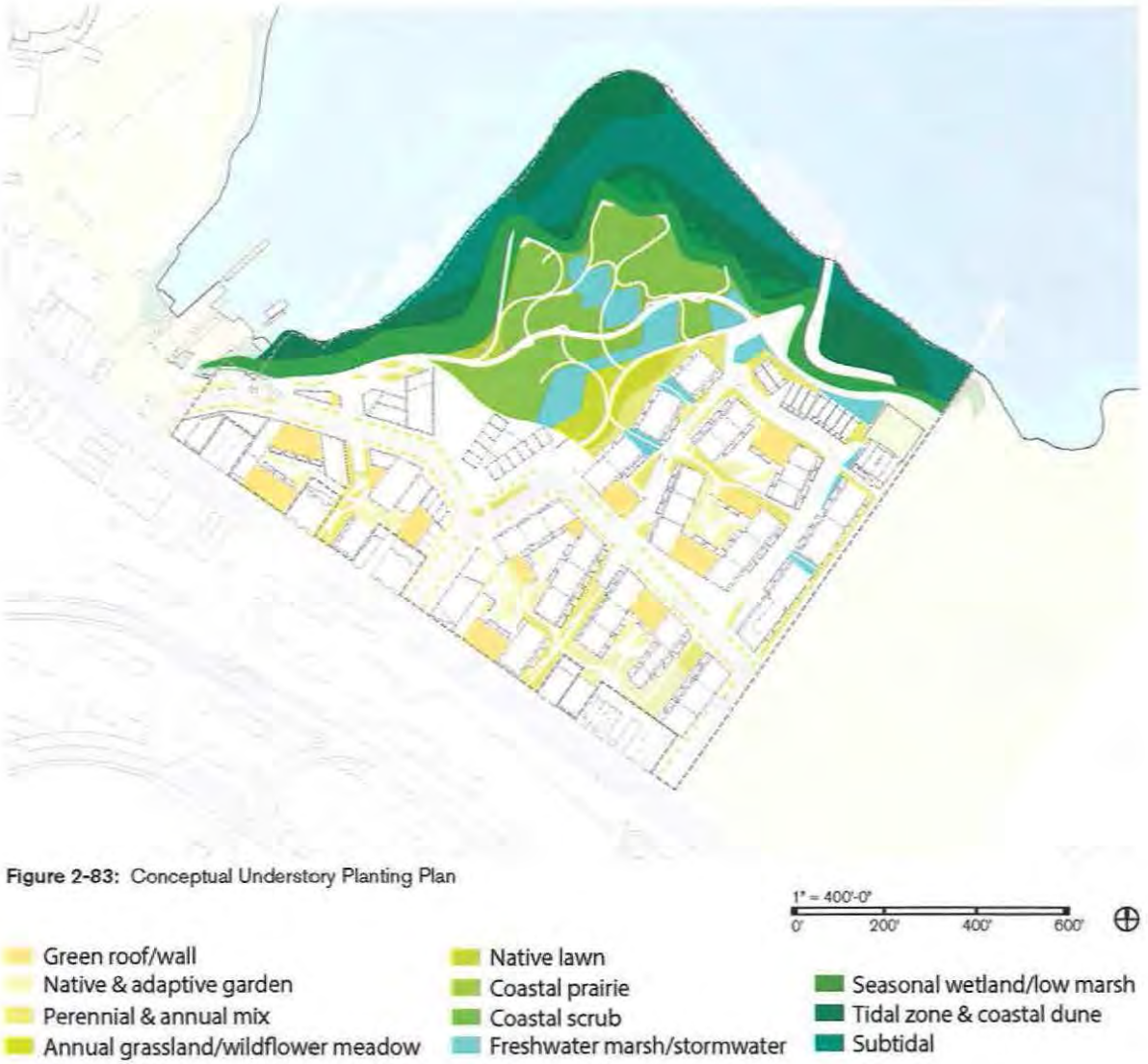


Figure 2-83: Conceptual Understory Planting Plan

The tidal zone is lowest portion of the site and includes all of the shoreline that sits at or below the high tide line. The habitat types in this zone range from high marsh to deep subtidal.

A complete marsh should be created that includes all zones, including a high marsh and transitional wetland-upland habitat along the upland fringe.

Understory Planting

Standards

2.4.2.10 Distance from paving Place the center of all shrubs away from edges 1/2 diameter of the typical spacing plus 12 inches. Place the center of all perennials 1/2 diameter of the typical spacing plus 6 inches to prevent overhang of plants on trail.

2.4.2.11 Diversity Green roofs shall use initial plant palettes that include at least 20 species to maximize biodiversity and plant survival. See Section 5.2 Building Heights, Section 6.4 Roof and there is a small mention about greenroofs in Chapter 3 in 3.2.2 Stormwater Management and 3.2.3 Habitat Support.

2.4.2.12 Soil Volume For trees in paving, provide at least 1000 cubic feet of soil per tree. Where multiple trees share a trench, provide at least 700 cubic feet of soil per tree.

2.4.2.13 2.6.15. Oak Spacing Locate oak trees no more that 150 feet apart. This distance is based on the optimal distance that key bird species will fly across open grassland between cover vegetation.

Guidelines

2.4.2.14 Water Quality Irrigation water quality shall not preclude selection of species to meet habitat requirements. Consider improving water quality to expand potential plant palette range.

2.4.2.15 Grading Earthwork shall be graded to promote the evolution of a complex tidal drainage system, particularly to support invertebrates, fish and birds.

2.4.2.16 High tide refuge Provide areas for high tide refugia with abundant cover.

2.4.2.17 Marsh plain isolation Isolate the marsh plain from predators such as red fox, raccoons, and domestic and feral cats. Separation may include grade change, planted buffer, fencing. (See Section 2.3.4 for fence standards.)

2.4.2.18 Human disturbance Limit public access in sensitive areas with a grade change, planted buffer, plant barrier, or low fence.

2.4.2.19 Habitat function criteria Green roofs and walls shall be located to maximize habitat value and support the biodiversity of the site, and away from highly glazed facades for bird safety. For green wall and roof applications, select species with a habitat function, that may include: A. Pollinator species, B. Species for nesting, C. Species as food source. These may include plants producing melliferous flowers, fruits or seeds appreciated by birds and insects.

2.4.2.20 Resilience criteria For streetscape application, select durable, low maintenance species that are compatibile with street trees, provide seasonal interest, and habitat value.

2.4.2.21 Better Streets Streetscape planting in the urban zone shall meet or exceed the City of San Francisco Better Streets guidelines.

2.4.2.22 PV panels Green roofs shall be located on roofs housing PV panels where feasible, in order to provide areas of shade and wind protection to plants and wildlife.

2.4.2.23 Noxious Species Do not plant species known to cause human irritation or harm adjacent to paths or trails.

2.4.2.24 Specialty Habitats Specialty habitat patches shall be located where horticultural conditions allow, prioritizing those that are endangered and/or endemic to the San Francisco Bay Bioregion.

Understory Palette

Type A
Green roof/wall

Character: Varies. These should have a sturdy base of compact plants that can thrive in exposed conditions with low soil volume, but should take advantage of meadow- or forest-like qualities where climatic conditions permit.

Sedum rupestre 'Angelina'

Limia platyglossa

Ceanothus 'Yankee Point'

Type B
Native/ adaptive garden

Character: May be somewhat finer and more manicured than other spaces. Plants may be in more formal arrangements and may be more showy than elsewhere on the site. Seasonal interest and or specimen plants are appropriate here.

Polystichum munitum

Heuchera maxima

Salvia spathacea

Type C
Perennial/ annual mix

Character: The most variable from annual grasses and flowers to various herbaceous perennials and succulents. This spans from streetscape to informal shared yards. This category has the flexibility to respond to adjacent architecture while advancing habitat goals.

Lupinus chamissonis

Sesleria autumnalis

Eriogonum glaucus 'Coppitt'

Type D
Annual grassland

Character: Emphasis on wildflowers here, mixed into a base of annual grasses. Plantings should have an informal meadow arrangement.

Leymus triticoides

Juncus balticus

Distichlis spicata

Type E
Native lawn

Character: The only lawn space area, this should be soft and comfortable for picnics and recreation, but resilient to foot traffic and events.

Elymus glaucus

Stipa pulchra

Danthonia californica

Type F
Coastal prairie

Character: Dominated by California perennial grasses with other herbaceous and woody perennials present. The scale of these plants is important to properly emphasize the earthworks of the Big Green.

Salvia mellifera

Eschscholzia californica

Ribes viburnum

Type G
Freshwater marsh/ stormwater

Character: Dominated by California perennial grasses with other herbaceous and woody perennials present. The scale of these plants is important to properly emphasize the earthworks of the Big Green.

Bolboschoenus maritimus

Juncus xiphioides

Carex pansa

Type H
Coastal scrub

Character: Emphasis on wildflowers here, mixed into a base of annual grasses. Plantings should have an informal meadow arrangement.

Limonium californicum

Artemisia californica

Eriogonum fasciculatum

Type I
Seasonal wetland/ low marsh

Character: Dominated by California perennial grasses with other herbaceous and woody perennials present. The scale of these plants is important to properly emphasize the earthworks of the Big Green.

Schoenoplectus acutus

Triglochin maritima

Frankenia salina

Type J
Tidal Zone/ Coastal Dune

Character: Emphasis on native tidal marsh and dune species compatible with frequent and persistent inundation.

Suaeda californica

Sarcocornia pacifica

Spartina foliosa

Type K
Subtidal

Character: Emphasis on mudflat and rocky intertidal species that thrive in inundated, turbulent waters.

Zostera marina

Fucus gardneri

Speciality Landscapes & Niche Habitats

India Basin is a prime location to establish rare and/or experimental habitats. The size of the available open space lends the site flexibility to go beyond meeting ecological imperatives while still ensuring that enough space is allotted to preserve and enhance existing habitat. Its location on the Bay positions it to receive strong wave energy and rising tides, which in turn call for innovative solutions.

In addition, the dual identity of India basin as a soft-edged urban waterfront makes it well-suited to support and test hybrid ecologies. Some of these would reintroduce niche habitats endemic to the region that have all but disappeared in the wake of urbanization and invasive species.

Living shoreline strategies have the potential to create and improve habitat in the tidal zone while providing erosion control and wave attenuation at the water's edge. These projects may include tidal marsh and brackish marsh, floating wetlands, eel grass beds, oyster reefs, engineered dunes, and artificial reef/tide pools.

See Section 3.8 for living shoreline habitats.

Reference www.SFPlantfinder.org as a tool to select habitat supportive and climate appropriate plant species.

Bird Baths

Bird baths are recommended as a niche habitat for local and rare species. Water from building system can be reused for habitat creation and treatment.

Standards

2.4.2.25 Site Location See Section 2.2 for locations.

2.4.2.26 Height Choose designs that have the bird bath basins at or near ground level, up to a maximum of 3 feet above the ground.

Guidelines

2.4.2.27 Form Bird bath basins shall have shallow, gently sloped saucer-shaped form, not vertical sidewalls.

2.4.2.28 Water Source Bird baths shall use non-potable water sources, such as building condensate water, and/or recycled water.

2.4.2.29 Substrate Sand, stones, or some other object/form that emerges above the water level shall be used in order to allow birds to drink without getting wet.

2.4.2.30 Material Non-concrete materials shall be used if possible, for ease of cleaning.

2.4.2.31 Proximity to Vegetation Bird baths shall be located in the shade, near trees or shrubs if possible to provide nearby vegetation for refuge.

Bird Baths

Bird baths are an excellent way to provide urban habitat, add character to the public realm, and reuse building refuse streams. Bird baths should be located on stairs, shared back yard, town triangle, and at the field center where feasible.

Serpentine Grasslands

It is anticipated that serpentinite soils will be found in existing site soils. Excavated serpentinite should be retained onsite to create a niche habitat for serpentine grassland species. Some of the species are San Francisco endemic species and they are endangered.

Constructed Tide Pools

Precast concrete tide pools fill up with water during high tide should be used to provide habitat to shallow water marine organisms while also acting as breakwater structures.

Floating Wetlands

Floating wetlands are proposed off-shore to create habitat, provide wave energy attenuation, and shoreline protection. As a pilot project, floating wetlands in this location will test their viability.

Eelgrass Beds

Eelgrass beds serve as nurseries for fish and crustaceans, provide food for waterbirds, and protect shorelines against erosion.

Seasonal Wetlands

Seasonal wetlands are ephemeral niche habitats that occur during the wet winter months. They promote micro-organisms and flora species on an annual cycle.

03
PULP

District Sustainability and Resilience

Chapter 03: District Sustainability and Resilience

3.1 Water Conservation and Reuse
3.2 Stormwater
3.3 Energy and Greenhouse Gas Emissions
3.4 Materials
3.5 Refuse
3.6 Healthy Environment and Lifestyle
3.7 Interim Activation and Pilot Projects
3.8 Coastal Adaptation

Chapter 3 summarizes India Basin's aspirations and approach to district-wide sustainability and resilience. The project has established goals for water reuse, electricity distribution and storage and on-site renewable production. The following chapter also outlines India Basin's approach to conserving material resources, creating healthy environments and adapting to changing coastal conditions.

Chapters 3 and 6 have 'Goals' in addition to 'Standards' and 'Guidelines'. Goals are aspects of the project which the developer will diligently pursue and seek to finance, but they are ultimately non-binding. Many of the sustainability goals outlined in Chapter 3 and 6 are dependent upon the integration of rapidly evolving technologies which will likely change over the course of the project's relatively long timeline.

District-wide sustainability goals are closely linked to building-scale performance goals. Please refer directly to Chapter 6, Section 6.5 for building-scale performance requirements and goals.

The project goals reflect the project's pursuit of a high level of environmental performance while allowing flexibility to adapt to changing conditions and evolving technologies.

3.1 Water Conservation and Reuse

3.1.1

Net Positive Water Objectives

Figure 3-1: Potential Non-Potable Water Generation and Uses

India Basin aspires to manage stormwater and wastewater resources on-site and produce non-potable water for the project's use. India Basin's district-wide water balance was studied to quantify the overall water consumption and potential for on-site production of recycled water at full project build-out. The analysis suggests that India Basin can produce more non-potable water than will be used on-site for toilet flushing, irrigation and cooling demands. As such, the project has an opportunity to be a net exporter of recycled water at a district scale, and can potentially offset potable water consumption in neighboring developments.

3.1.2

Water Conservation and Reuse Framework

The project intent is to reduce reliance on municipally provided freshwater to the maximum extent feasible by promoting conservation and leveraging on-site water resources. This holistic water management approach will allow the project to be more resilient to regional and global climate change and support the preservation of freshwater in times of drought.

Water Conservation

Conservation measures and efficient water systems are the first priority at India Basin. All buildings will be required to utilize state-of-the art and water efficient fixtures, as further described in Chapter 6 (High Performance Buildings). Planting palettes described in Chapter 2 will be climate appropriate and efficient irrigation systems will be utilized throughout the development.

On-site Water Supply

The City of San Francisco recently implemented a Non-Potable Water Ordinance that requires developments of this size to collect and treat available supplies from on-site rainwater, greywater and foundation drainage sources to meet the site's non-potable demands (toilet flushing and irrigation). Alternatively, projects can utilize treated wastewater or stormwater to meet non-potable water demands. This progressive policy sets a high bar for water systems.

The project intends to go above and beyond the requirements of the Ordinance by promoting district-scale wastewater treatment and reuse to enhance on-site water supplies and reduce reliance on municipal infrastructure. Localizing wastewater treatment and water supply indirectly benefits the site's carbon and energy balance as well.

Figure 3-2: Wastewater Management

On-Site Water Recycling

Standards

3.1.3.1 Signage All recycled water systems shall be signed in conformance with San Francisco Department of Public Health (SFDPH) Article 12.

3.1.3.2 Non Potable Water All water used for toilets, urinals, irrigation and cooling systems shall be supplied with non-potable water in accordance with the Non-potable Water Ordinance.

3.1.3.3 Storage The project will build on-site water storage to reduce the impacts to municipal infrastructure and enhance system resilience.

On-site recycled water storage shall be sized for at least one peak day demand volume.

Guidelines

3.1.3.4 Diversification of Water Supply The project will consider all water supplies on-site including stormwater, recycled water and foundation water to offset the municipal potable supply. The available non-potable water supplies on site will be treated and distributed in alignment with its end use.

3.1.3.5 Future Ready The expansion of district water treatment systems and non-potable water distribution will be incremental and appropriately sized for each development phase and will consider compatibility of available technologies to optimize treatment efficiency and maximize performance during the full build-out of the project.

Non-Potable Distribution

Signage

Recycled Water

3.2.6 Public Engagement The project shall provide educational materials and signage visible to the public to display the potable water offset over time.

Goals

3.2.7 Decentralized Wastewater Treatment and Reuse All wastewater generated from toilets, sinks, showers and other fixtures from private development parcels will be treated at a decentralized water recycling facility within the vicinity of India Basin. This facility will include a series of treatment processes to comply with the San Francisco Department of Public Health (DPH) Article 12 requirements and treat wastewater to Title 22 Standards to supply the India Basin non-potable water distribution system. The India Basin project has ambitions to pursue distribution of non-potable water to adjacent parcels and will coordinate with the SFPUC to enhance the recycled water network within this region.

The location, ownership and operation of such a facility is dependent on future unknowns and will be evaluated further at the time of development. Potential arrangements include, but are not limited to:

- Third-party entity as a private owner-operator
- Ownership by Project
- Partnership with City

Water Hub

Blackwater Treatment

Infographic

3.2 Stormwater

3.2.1

Stormwater Management Framework

The India Basin project site is located within its own watershed, of which the majority is designated within the San Francisco Separate Sewer area. The project will collect and manage its stormwater entirely on-site, with new outfalls to the San Francisco Bay and, as such, will avoid burdening the City and County of San Francisco's aging combined sewer system.

The project's intent is to employ natural stormwater management strategies to manage the runoff quantity and rate and improve water quality by removing metals, sediment, and other pollutants of concern through landscaped-based stormwater treatment features (biotreatment).

In addition, the Project will intelligently leverage stormwater resources to support a resilient landscape that mitigates and is adaptable to the impacts of future changes in climate, including less frequent, but larger and more intense storm events and sea level rise.

The natural topography and development approach divides the site into two primary watersheds. The project will employ a combination of centralized and decentralized stormwater biotreatment facilities designed in accordance with the requirements of the San Francisco Public Utilities Commission (SFPUC) Stormwater Management Requirements and Design Guidelines (SMR). Private development parcels and public streets within the Cove and Uplands (Figure 3-3) will rely primarily on centralized stormwater treatment facilities within the Big Green. Within the Flats, decentralized stormwater management features will be integrated alongside roadways, pedestrian pathways and between buildings to meet stormwater quality requirements. Both centralized and decentralized stormwater facilities will prioritize the use of biotreatment methods, including but not limited to, bioretention areas, flow through planters and treatment wetlands.

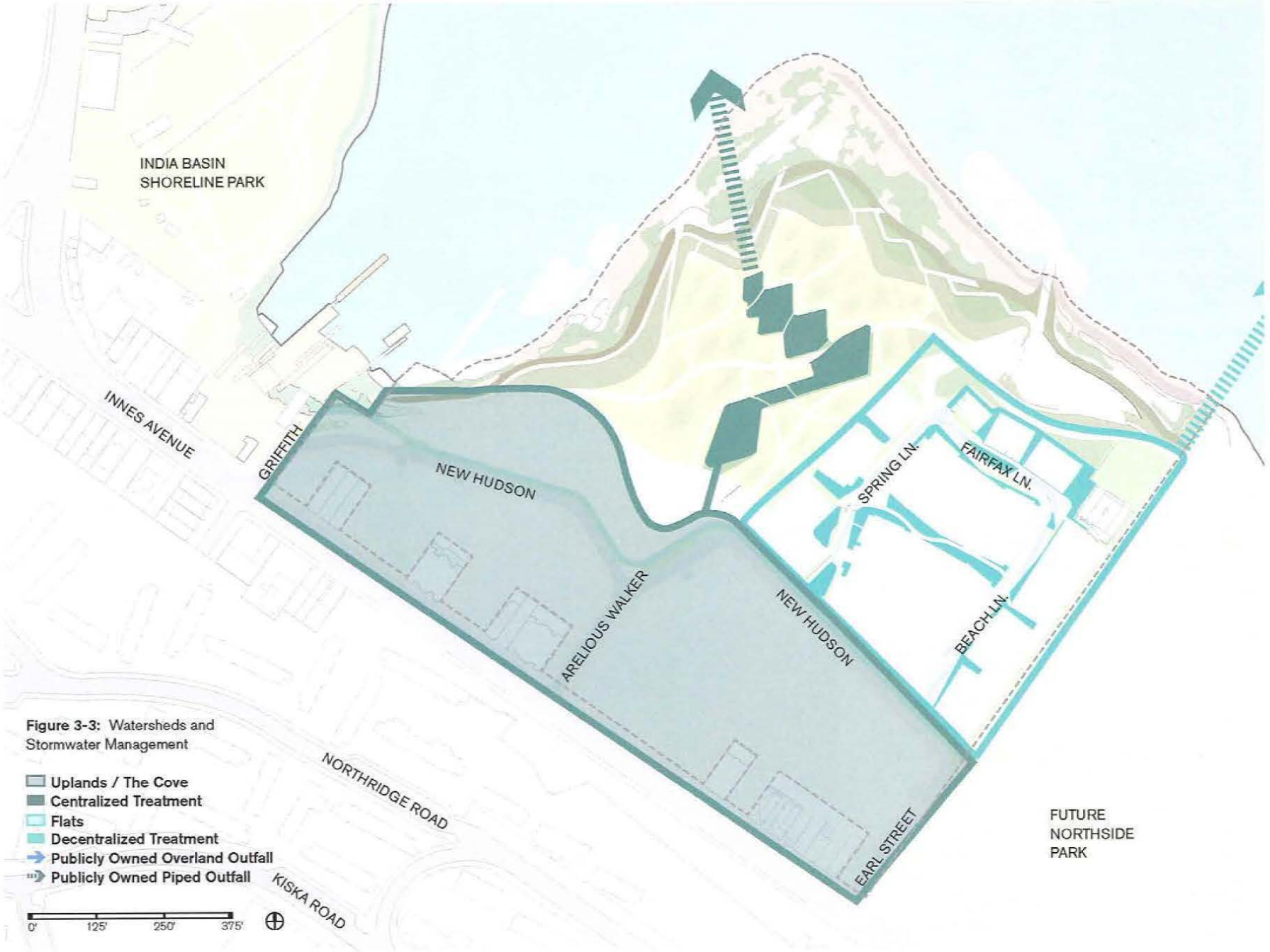


Figure 3-3: Watersheds and Stormwater Management

Stormwater Management

The project's stormwater management approach will mimic pre-development drainage patterns and hydrologic processes, thereby limiting the need for pumping and increasing retention, detention, infiltration, and treatment of stormwater at its source. It should be noted that the site's underlying soil conditions highly restrict the potential for infiltration and therefore infiltration is not pursued as a primary strategy for stormwater management.

Standards

3.2.2.1 On-site Stormwater Management Designate the entire project site within the City's MS4 Separated Sewer Area and manage 100% of stormwater on-site with no discharge to City and County of San Francisco combined sewer system at full build-out. Treatment will be centralized in the Big Green to support public streets and private development. Stormwater management in The Flats shall be decentralized within the right-of-way for streets and within parcels for private treatment.

3.2.2.2 Water Quality Treat 100% of the water quality storm event, in accordance with SMR requirements (currently the 90th percentile, 24-hour storm). Stormwater treatment features shall prioritize biotreatment methods and comply with all ordinances and design guidelines applicable at the time of construction.

3.2.2.3 Ongoing Maintenance Stormwater and drainage facilities shall be maintained to remove debris before storm events to prevent clogging and potential ponding of surface water.

Intersperce Permeability

Guidelines

3.2.2.4 Runoff Reduction Intersperse permeable areas, such as pavers, planters and green roofs, within large areas of hardscape to increase stormwater ret ention and reduce runoff rate and volume.

3.2.2.5 Phasing In areas where stormwater management features are centralized to support multiple phases of development, storm water infrastructure shall be constructed to meet the management requirements of each new phase, while minimizing impact to previously built features.

Bioretention

Habitat Support

Promote natural patterns of stormwater flow and capture stormwater on-site to support biodiversity through a diverse planting palette that supports a variety of habitats.

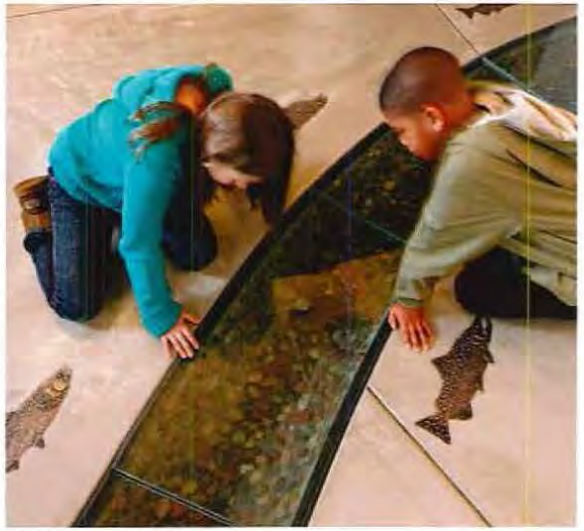
Guidelines

3.2.2.6 Ephemeral Landscape Establish planting types supported by both freshwater and recycled water that are able to adapt to changes in seasonal and local climate.

3.2.2.7 Visible Connections Create visible connections between building rooftops, architecture, streetscapes, and public spaces to emphasize the patterns of water flow within the India Basin public realm.

Biodiversity

Diverse Planting



Visible Infrastructure

3.3 Energy and Greenhouse Gas Emissions

3.3.1

Energy and Greenhouse Gas Emissions Objectives

India Basin aspires to minimize greenhouse gas (GHG) emissions from building operations and to produce electricity on-site to increase community resilience in the event of a disaster.

India Basin's district-wide energy approach was informed by a district-scale energy analysis. As a result of this study (details of which can be found in Section A.4 of the appendix), the project prioritized investment in electricity infrastructure and building efficiency rather than a centralized thermal energy plant.

This analysis concluded that heating and cooling make up only a small portion of the site-wide energy consumption. This percentage will only decrease with increasingly stringent energy codes. A decentralized approach to energy efficiency encourages higher quality buildings and enables future flexibility by allowing buildings to adapt to future technological innovations without tying them to a district plant relying on today's technology.

One of the energy goals for India Basin is to implement a microgrid that includes direct current (DC) electricity distribution to provide increased control over distributed renewable resources, minimize conversion losses and increase community energy resilience.

A microgrid is a semi-independent electric grid that can distribute alternating current (AC) and potentially direct current (DC) electricity within the site.

The microgrid may be split into two parts: a DC portion which will distribute energy generated on-site directly to DC loads, and an AC portion which will increase flexibility with regard to on-site energy distribution. The DC portion of the microgrid eliminates conversion from AC to DC losses at any DC loads like motors, fans, LED lighting, and vehicle charging stations. Batteries can also be included on the grid. Batteries will increase the resilience of the grid and will provide cost savings by shifting electrical loads from peak demand times. See Figure 3-4 and Figure 3-5 depicting a potential microgrid configuration.

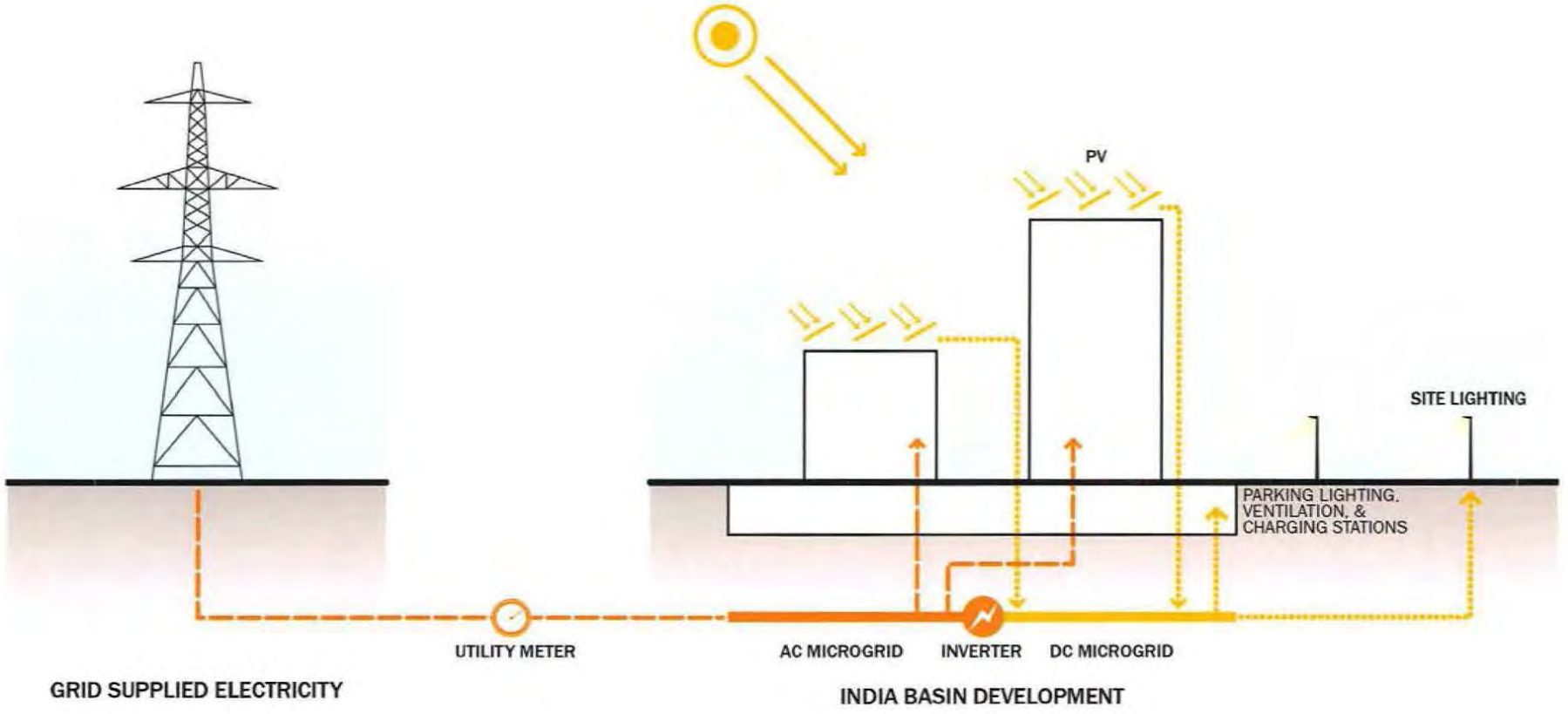


Figure 3-4: Potential Microgrid Configuration

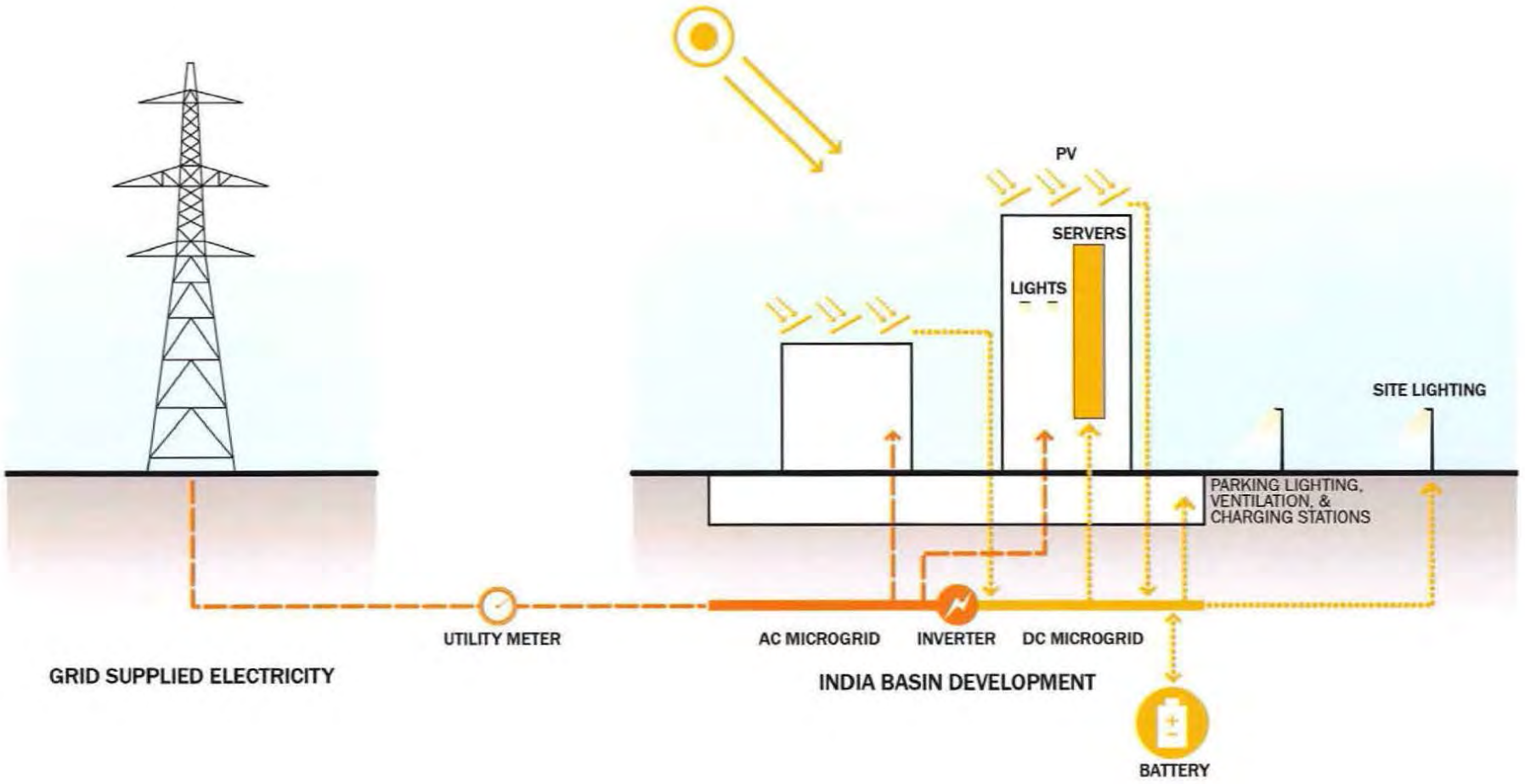


Figure 3-5: Potential Microgrid Configuration With Battery Storage

NOTE: *The values in Figure 3-3 are based on estimated electricity demands and should be referenced to understand the relative order of magnitude electricity for each end use. The values should not, however, be used for sizing or design purposes.*

Figure 3-6: Potential for Public Realm Energy Balance

Another goal for India Basin is to use renewable electricity produced on-site to achieve a zero net energy public realm. An energy balance was prepared to determine the feasibility of achieving this goal. The calculation included a rough estimate of the total energy available from on-site renewable electricity generation and compared it to the anticipated energy demand in the public realm, including parking structure lighting and ventilation, site lighting, electric fleet charging, public realm structures and wastewater treatment. The total anticipated energy generation and demand are shown in Figure 3-3. Based on the comparison of on-site renewable energy potential and demands, it should be possible to offset the public realm energy demand with on-site solar electricity generation.

The project's district-wide emphasis on electricity production and distribution is complimented by a goal at the building scale (see Chapter 6) to minimize on-site combustion and to limit the use of natural gas for cooking needs only. This movement towards a predominantly electric site allows the project to take advantage of future GHG reductions through a cleaner grid and potential investment in on-site and off-site renewable electricity generation.

Site-Wide Greenhouse Gas Emissions

The India Basin development is focused on reducing the environmental impact of energy consumed on site. To achieve this, the project has a goal of zero net energy public realm by producing enough on-site renewable energy to power the public realm structures, central wastewater treatment, charging for an all-electric maintenance and refuse management fleet, parking garage energy demands and site lighting.

Additionally, the project is focused on operating without producing GHG in the future by minimizing on-site combustion, exploring the feasibility of an all-electric site, setting energy performance targets for each building type, and providing a portion of the project's energy through GHG-free technology.

The project has a goal to eliminate GHG emissions associated with building operations. High performance buildings, predominantly electric buildings and investment in renewable energy production all contribute to this goal. Refer to Section 6.5 for Goals, Standards and Guidelines related to building performance.

Standards

3.3.2.1 Public Realm Energy Efficiency The following public realm components shall exceed the minimum energy performance requirements of Title 24 at the time of construction: site lighting fixtures, parking garage lighting, parking garage ventilation equipment and on-site amenity buildings.

3.3.2.2 Maintenance Vehicles Maintenance vehicles shall be all-electric and appropriately scaled to the site, such as electric carts. Vehicles shall meet the needs of the operations and maintenance team.

3.3.2.3 Electric Vehicle Charging Stations EV charging stations shall be provided for at least 50% of street level parking spaces within the public realm.

Guidelines

3.3.2.4 Maintenance Vehicle Charging Stations Stations for charging and storing maintenance vehicles shall be provided in parking garages. Maintenance vehicles and storage shall not be stored in the park.

Goals

3.3.2.5 Net zero energy public realm Provide on-site renewable energy production sufficient to offset energy consumption of site lighting, parking structures, amenity buildings, wastewater treatment and fleet vehicle charging.

3.3.2.6 Microgrid Provide a microgrid with AC and DC distribution on-site to serve the public realm and all buildings.

3.3.2.7 Public Realm Direct DC Power Select equipment capable of being powered directly by a DC grid. This equipment may include, but is not limited to: site lighting, parking garage lighting and parking garage mechanical ventilation systems.

Figure 3-7: Potential Photovoltaic Locations

Energy Resilience

India Basin strives to be a leader in energy and community resilience and the development has the potential to be a national example of a resilient community. In order to achieve this goal, the project has established Goals, Standards and Guidelines that will enable the community to leverage on-site energy production to provide community support in a disaster event.

The large area of public open space on the India Basin site will be a natural gathering place in the event of an emergency. Providing resilience resources, including power, lighting and supplies will allow India Basin to serve more effectively in an emergency. Storing emergency supplies nearby would also allow a swifter response following a disaster.

Combining the site-wide microgrid with battery storage could allow electricity to remain available to site occupants and the surrounding community during a disaster. In the event of regional electricity service disruption, the on-site microgrid could be disconnected from the regional grid, allowing the microgrid to continue to provide electricity to the community.

Estimates for the potential number of people supported in a disaster and a table of critical emergency loads can be found in Section A.4 of the appendix.

Standards

Battery Storage Area Allocate space for battery storage sufficient to store peak electricity produced by on-site photovoltaics to provide a constant source of electricity for consecutive 24 hour periods.

Guidelines

3.3.3.1 Battery Storage Capacity Provide battery storage to power critical electric loads in the event of an emergency. Critical electrical loads may include, but are not limited to: water treatment system, refrigeration, emergency lighting and medical equipment, charging for electric communication devices, message boards, way finding and refuse management services.

3.3.3.2 Emergency Supply Storage Area Allocate space for on-site storage of critical emergency supplies. Coordinate with San Francisco Department of Public Health (SFDPH) and/or San Francisco Department of Emergency Management (SFDEM) to identify emergency supplies.

Goal

3.3.3.3 Leader In Energy Resilience Power critical emergency services on-site and act as a resiliency asset to the immediate and surrounding community. Coordinate with SFDPH and/or SFDEM and pursue grant funding as a Community Disaster Response Hub.

Solar Panels

Clean Energy Vehicle

PS41 Solar Roof Garden

3.4 Materials

The industry-wide approach to healthy building materials is anticipated to evolve significantly during the India Basin project timeline. India Basin strives to use less and select sustainable materials to reduce the need for extraction of virgin materials, reduce the project's overall carbon footprint, support the local economy, prevent environmental contamination and limit GHG emissions. This involves evaluating material content and selecting materials with reduced toxic chemicals, that limit the impact of emissions in the environment, that are low maintenance, durable, sustainably produced and sourced, that are appropriate for the unique site conditions and exposures, and have a reduced embodied energy.

Understanding the health impacts of various materials and using these attributes to prioritize material selection requires extensive research and a detailed knowledge of chemical contents and their health implications. The India Basin Trust will complete this research to identify alternatives for common products in residential and commercial construction.

Sustainable Wood Source - Bamboo Forest

Certified Sustainable Wood Used for Construction

Goals

3.4.1 Zero to Low VOCs Material with VOC content shall meet the current San Francisco Green Building Code requirements. Paints and coatings shall comply with South Coast Air Quality Management District Rule (SCAQMD) #1113. Caulks, adhesives, and sealants shall comply with SCAQMD #1168.

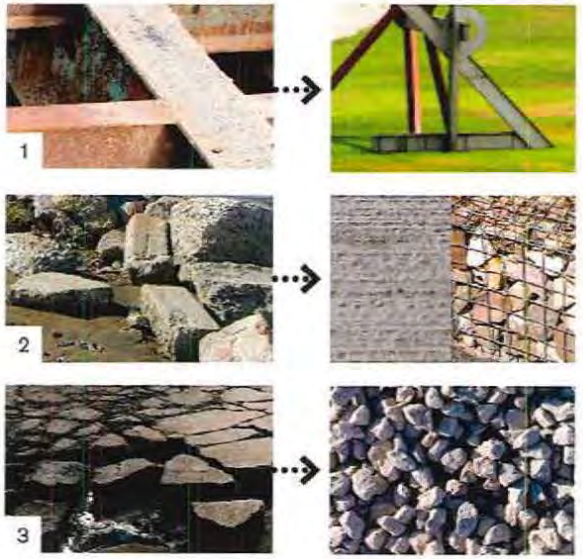
3.4.2 Rapidly Renewable Materials Use products manufactured from materials that can be harvested within 10 years. These include bamboo, wool, cotton insulation, agrifiber, linoleum wheatboard, strawboards and cork.

	Arsenic	Asbestos	Bisphenol-A	Cadmium	CFCs	Creosote	Formaldehyde	Halogenated flame retardants	HCFCs	Lead	Mercury	Pentachlorophenol	Phthalates	PVC	VOCs
Division 03 - Concrete													x	x	
Division 04 - Masonry													x	x	
Division 06 - Wood and Plastics	x					x	x					x			x
Division 07 - Thermal and Moisture Protection			x	x			x			x			x	x	x
Division 08 - Doors and Windows			x										x	x	
Division 09 - Finishes			x	x			x	x					x	x	x
Division 10 - Specialties			x										x	x	
Division 11 - Equipment													x	x	
Division 12 - Furnishings								x					x	x	
Division 13 - Special Construction			x										x	x	

Figure 3-8: Product Selection

Existing Materials Transformed for Reuse On-Site

1. Reuse steel beams in installations and furnishings.
2. Convert concrete debris and shoreline rubble to paving, aggregate, and/or gabion wall fill material.
3. Transform cracked paving into fill material and/or aggregate, or crushed stone surfacing.



3.4.3 India Basin Healthy Materials Research Initiative Leverage the India Basin Trust to complete materials research and provide vertical developers with purchasing guidelines or a preferred vendor list. Partner with relevant City agencies in this effort, such as the San Francisco Department of the Environment.

3.4.4 Reuse Reuse all on-site demolition and salvaged materials unless deemed unsafe for human contact.

3.4.5 Regional Materials Select materials that are manufactured in the Bayview, or within the greater Bay Area.

3.4.6 Certified Wood Use only wood that is certified in accordance with the Forest Stewardship Council (FSC) to support responsible forest management.

3.4.7 Laminated Wood Use only laminated wood for mass timber construction.

3.4.8 CO2e Capture in Concrete Utilize concrete materials that are produced through the process of CO2e capture.

3.4.9 Recycled Content 80% of all construction materials as applicable shall contain recycled content. This may include post- and pre-consumer materials for use in paving and utilities.

3.5 Refuse

San Francisco has an ambitious, city-wide goal to achieve Zero Waste by 2020. The project strives to minimize refuse streams leaving the site by valuing refuse as a resource for reuse on-site, and through responsible material selection and disposal at all project phases. At the time of this draft document, CALGreen 2016 requires a minimum of 65% Construction & Demolition (C&D) refuse diversion. Requiring early phases of India Basin to divert 75% C&D refuse, and increasing refuse diversion over time, will limit refuse sent to landfill and benefit each vertical developer's path to LEED certification.

Similarly, at the time of this document, San Francisco has achieved an 80% diversion rate. The SF Department of the Environment estimates that the city's diversion rate could increase to 90% if all refuse was sent to the correct collection bins. The India Basin Trust will provide educational programs for occupants and visitors to support correct sorting for on-site refuse. In addition, the Trust will look for other ways to reduce refuse, such as a 'fee-bate' system.

Standards

3.5.1 Increased Construction Refuse Diversion The project shall exceed CALGreen required construction refuse diversion rate by at least 10%.

Guidelines

3.5.2 Soil Management Plan The project sponsor shall prepare a comprehensive plan to manage the soil capacity, construction phasing, staging and sequencing of soil placement. Coordinate this plan with the erosion and sedimentation control plan (See Section 3.6).

3.5.3 Responsible Purchaser Policy India Basin Trust shall secure funding to complete materials research with the goal of drafting an India Basin Purchaser Responsibility Policy and provide regular education for occupants and residents.

Goals

3.5.4 Zero Off Haul Reuse all cut soils either on-site or within the India Basin district for a net-zero off-haul within the Basin.

3.5.5 Salvage & Recycle Salvage and recycle all construction refuse on-site.

3.5.6 Soil Compaction Place and compact soils in early phases for long-term stability.

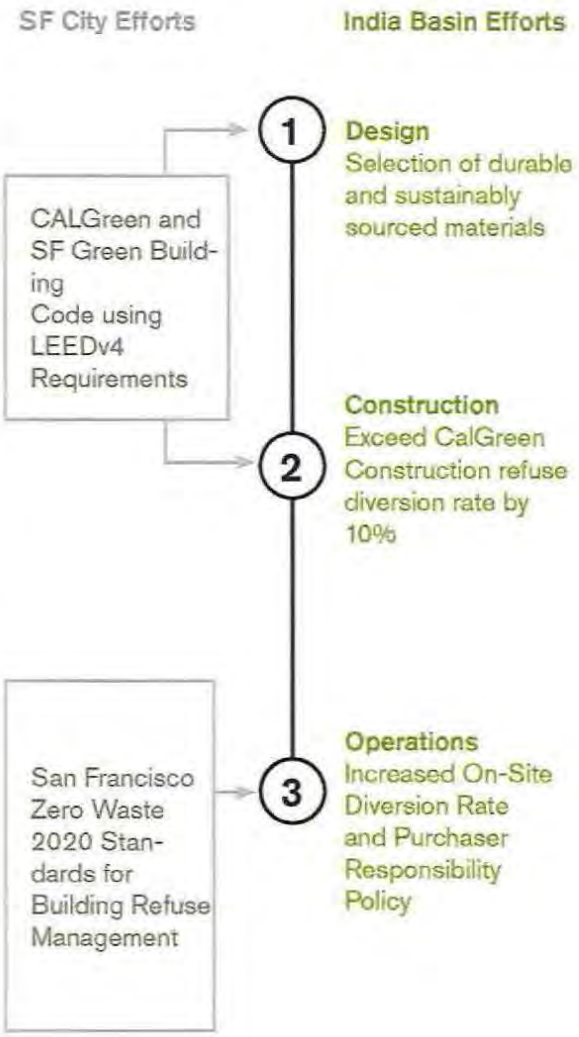
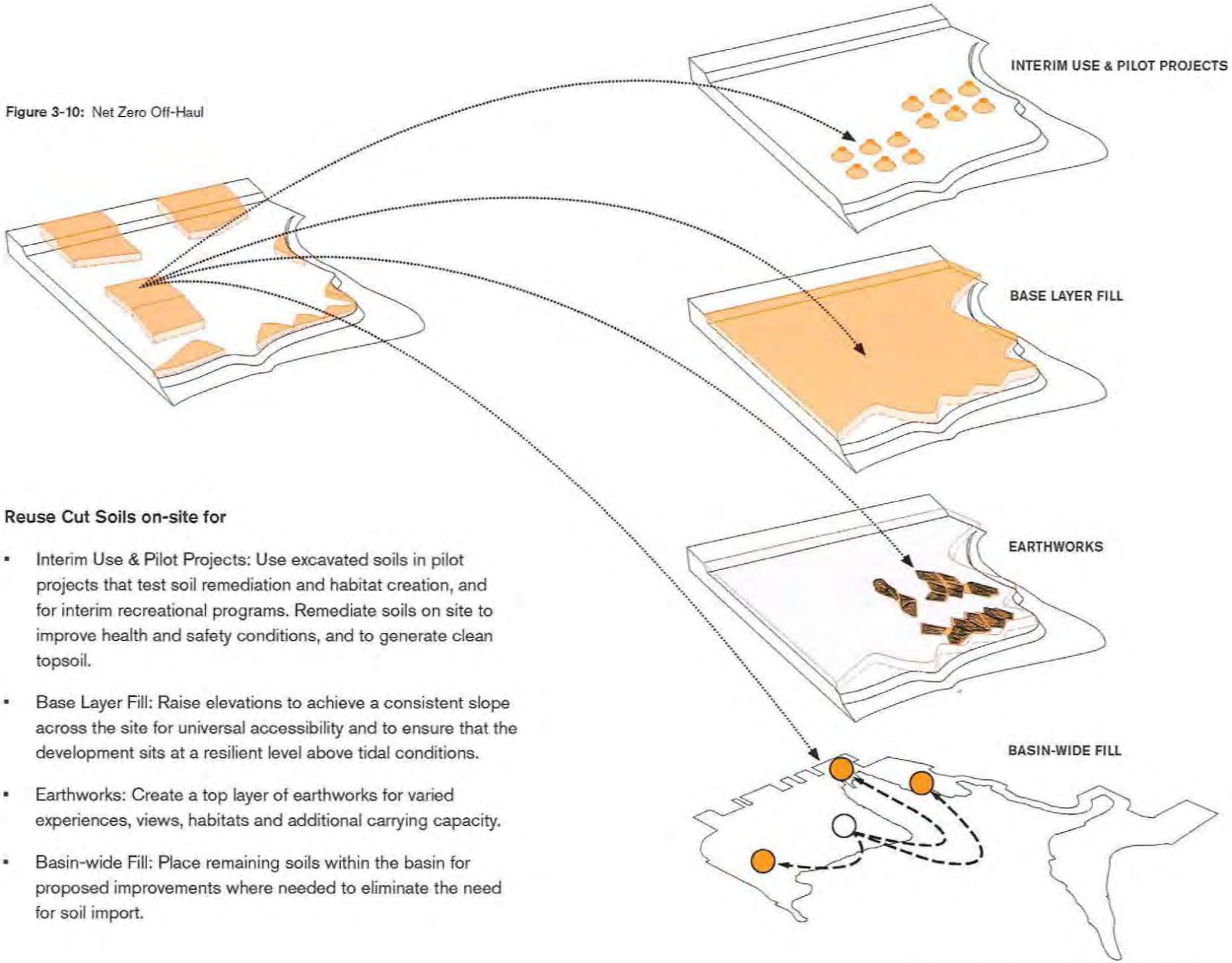


Figure 3-9: San Francisco City and India Basin Efforts

Figure 3-10: Net Zero Off-Haul



Reuse Cut Soils on-site for

- Interim Use & Pilot Projects: Use excavated soils in pilot projects that test soil remediation and habitat creation, and for interim recreational programs. Remediate soils on site to improve health and safety conditions, and to generate clean topsoil.
- Base Layer Fill: Raise elevations to achieve a consistent slope across the site for universal accessibility and to ensure that the development sits at a resilient level above tidal conditions.
- Earthworks: Create a top layer of earthworks for varied experiences, views, habitats and additional carrying capacity.
- Basin-wide Fill: Place remaining soils within the basin for proposed improvements where needed to eliminate the need for soil import.

3.6 Healthy Environment & Lifestyles

San Francisco is at the forefront of building healthy environments for a robust city, and India Basin strives to be an exemplary model for the city through 3 primary means:

1. Responsible construction management and soil remediation techniques to reduce overall energy consumption, reduce noise and pollution, limit greenhouse gas emissions, limit overall impacts on the environment and ensure the wellbeing of existing and future habitats, residents, and workers.

2. Building healthy soil biology to ensure public safety, improve soil stamina for healthy plant growth, sequester carbon and reduce off-haul costs.

3. Creation of the India Basin Trust that will be responsible for operations, programming, social capacity-building and community resilience to encourage healthy and active lifestyles, volunteerism, stewardship, adaptive management, and post-occupancy evaluation.

Standards

3.6.1 Pile Driving All piles shall be driven during non-nesting seasons to limit impact to habitats and species patterns.

3.6.2 Construction Noise Construction shall occur during defined hours and within controlled areas only.

3.6.3 Serpentinite All serpentine soils found on-site shall be reused on-site to establish rare, endemic, and endangered habitat, or encapsulated.

3.6.4 Fertilizer Use only organic fertilizers.

3.6.5 Mulching Mulch all leaves and grass clippings in situ to promote nutirent uptake and reduce irrigation and fertilizer demand.

3.6.6 Public Safety Augment San Francisco Police Department by providing 24 hour site patrols for public safety.

Guidelines

3.6.7 Erosion & Sedimentation Control Plan Prepare a plan to limit construction related pollution, dust generated from soil excavation and stockpiling and sedimentation into the Bay. Utilize soil stabilization techniques that may include seeding, mulching, filter socks, stabilized site entrances, and the preservation of existing vegetation. Plan shall comply with the Maher ordinance and dust control ordinance.

3.6.8 Remediation Employ phytoremediation techniques using sunflowers, alfalfa, and other known accumulators to remove and reduce metal content making soil safe for human contact and exposure, and to manufacture a healthy growing medium for plants.

3.6.9 Integrated Pest Management (IPM) Employ IPM techniques to limit the use of pesticides to an economically justified level and reduce or minimize risks to human health and the environment. Reference SFE Pest Prevention design guidelines at https://sfenvironment.org/sites/default/files/fliers/files/final_ppbd_guidelines_12-5-12.pdf.

3.6.10 Prioritize Mobility & Activity (See Ch. 2)

3.6.11 Adaptive Management Plan Implement an adaptive management plan.

3.6.12 Education Offer a range of educational programs for people of all ages and abilities to learn about the historical, cultural, environmental and innovative proponents of the project. Topics may include the unique habitats, water systems, living shorelines, sea level rise, site morphology, energy, refuse reduction, product use, health and wellness and history and culture.

3.6.13 Stewardship Offer a range of opportunities for stewards to volunteer and engage in the maintenance and management of the site.

3.6.14 Maintenance Perform on-going maintenance of all public spaces. (See Ch. 2)

3.6.15 Post-Occupancy Evaluate each phase of construction through post-occupancy surveys to inform future phases of development.

Goals

3.6.16 Fungi All soil mixes will include mychorrizal fungi to increase nutrients and micro-organisims that improve plant health and growth.

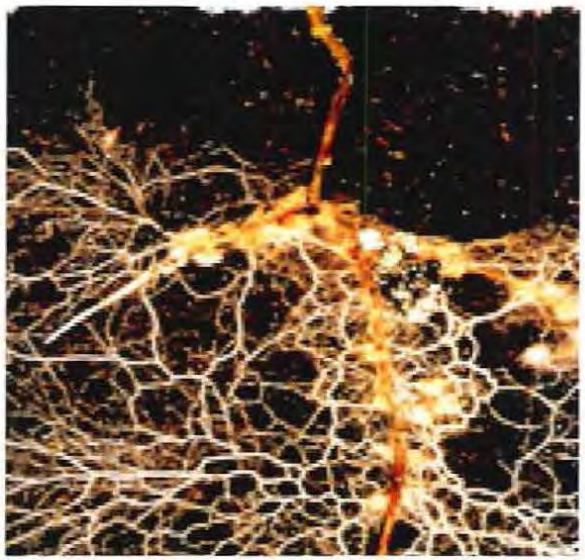
3.6.17 School Meals All school meals will be made with local and organic produce.

3.6.18 Food Sell affordable organic, non-GMO and locally produced and sourced foods at farmers markets and supermarkets.

3.6.19 Compost Conduct on-site compost generation for reuse in the landscape. (See Section 2.8)

3.6.20 Gardens Provide space for community gardens.

Pile Driving during Appropriate Times of the Year



Soil Health for Long-Term Biodiversity

Education, Stewardship, and On-going Maintenance

3.7 Interim Activation & Pilot Projects

The time and physical space dimensions of the site are its greatest assets enabling the project to engage users early and start now. The site is deep, wide, and relatively flat. It is primarily un-occupied and development will occur over time. The site lends itself to a range of interim activation projects ranging from storage for future improvements, to experimental projects testing the feasibility of landscape strategies to inform long-term resilience. Recreation, attractions and educational programs will also bring users to the site and promote early stewardship, volunteerism and educational opportunities. Pilot projects may include:

Soil Remediation: Improve soil quality to ensure public safety, enable plant growth and reduce off-haul costs. (See Section 3.6)

Test Plots: Test the success rate of recycled water with plant palette, phytoremediation, proposed plant species, use of mycorrhizal fungi, and metals removal in experimental landscapes as small as 100 sq ft.

Dirt Bike Course: Excavated soils not used for site grading can be used to create recreational amenities in the interim.

Art & Concessions: Sculpture pieces can be temporarily located and stored on-site as an interim attraction in advance of permanent installation. This may include reuse of Bay Bridge Steel.

Living Shorelines: Incorporate the following types of living shorelines to test the viability and success rate of these materials to create habitat: reef balls, constructed tide pools, floating wetlands, engineered reefs, eel grass, and enhanced shoreline protection materials. Grants may be available for these pilot projects. (See Section 3.8)

Temporary School: Provide facilities for a temporary school using existing streets and utilities in early phases.

Nursery: Plant and nurture trees on-site in early phases to grow a resource of mature trees that are conditioned to the coastal environment for future planting success. Trees could also be sold to adjacent properties as a revenue source.

Storage: If there is a cost savings in acquiring large quantities of materials in early phases of the project, store materials on-site for future phases of construction and to reduce total number of truck trips.

Education & Stewardship: Initiate the "Trust" in early phases to lead on-site park related programing, education, maintenance, volunteerism and stewardship for long-term commitment.

Guidelines

3.7.1 Placement Coordinate placement of interim projects with phasing to limit relocation of programs and interference with construction.

3.7.2 Phasing Implement activation and pilot projects in the early phases of the project to provide recreational and educational programs and to test landscape strategies for future implementation.

3.7.3 Temporary Access Provide temporary pedestrian, bicycle, and vehicular access to the site for users to engage with interim projects.

3.7.4 Range Early implementation projects shall be designed for all ages and abilities.

3.7.5 Signage Provide signage with pilot projects for education and wayfinding (See Chapter 7).

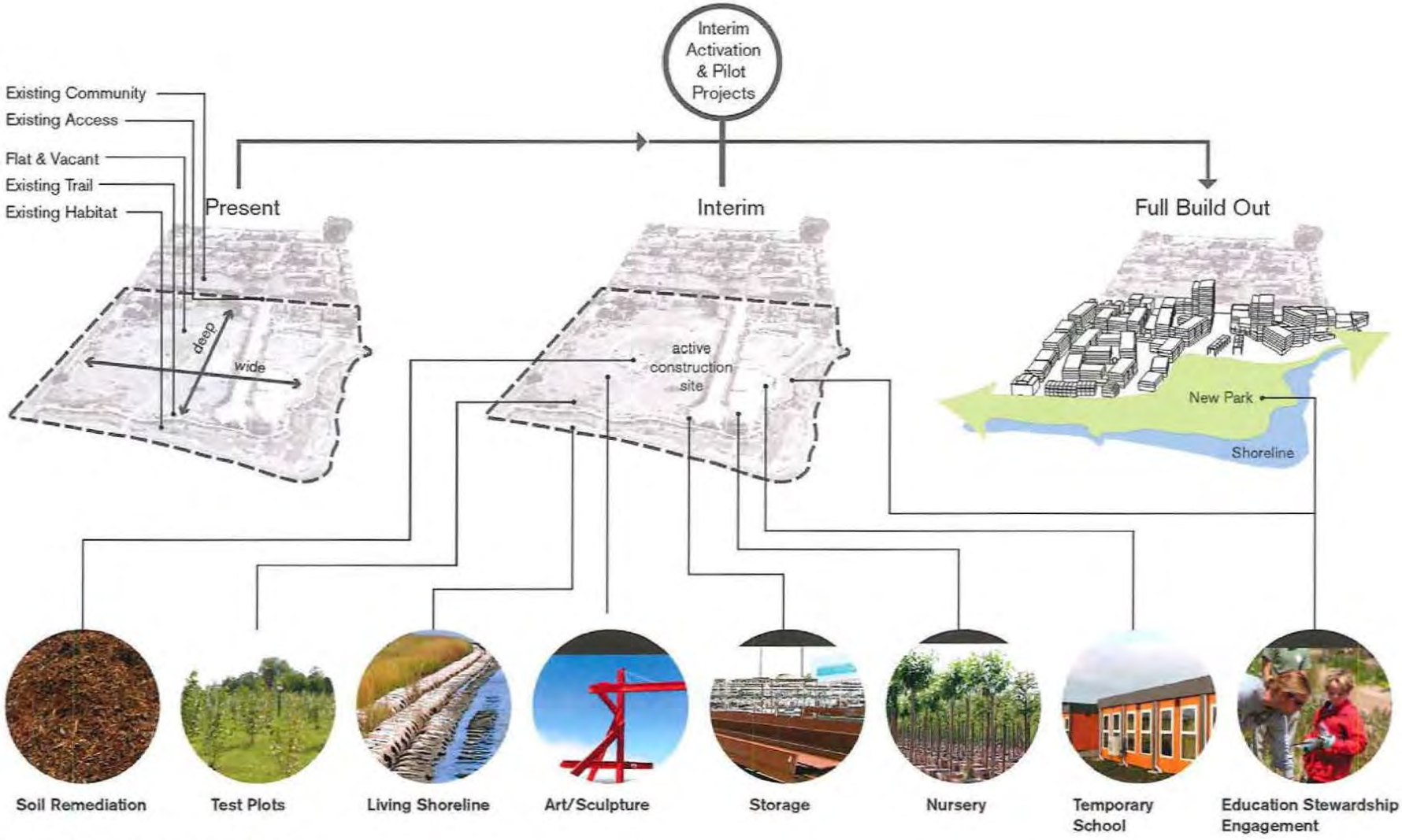


Figure 3-11: Site Assets & Interim Activation

3.8 Coastal Adaptation

"Sea level rise may be a slow moving threat to our city but it demands our action now... Proactive and thoughtful adaptation planning will continue the innovation, creativity, and inclusivity that have always inspired growth, development, and jobs in San Francisco... It demands our attention now."

– Mayor Edwin M. Lee, San Francisco Sea Level Rise Action Plan

Located at the edge of the San Francisco Bay, the site is constantly responding to changing coastal conditions and rising tides. Existing low lying areas and habitats are regularly submerged at high tide, and increasingly inundated at king tides and with sea level rise. Over the next century, sea level rise will likely transform the site's shoreline, causing habitat loss and greater potential for erosion and shoreline damage.

The shoreline design proposes a suite of living shoreline devices from pilot projects to long-term solutions, to test new technologies and methods for habitat creation, upland habitat migration, and shoreline protection, and to serve as a precedent for Bay Area resilient development.

This section includes standards, guidelines, and goals for coastal adaptation to create habitats and protect the development in the near and long-term and to adapt as conditions evolve.

See Section 2.8 for standards and guidelines to promote diverse ecologies.

See Section 3.7 for the India Basin Trust that will support the long-term success of proposed ecological interventions through adaptive management, monitoring, research, data collection, education and stewardship.

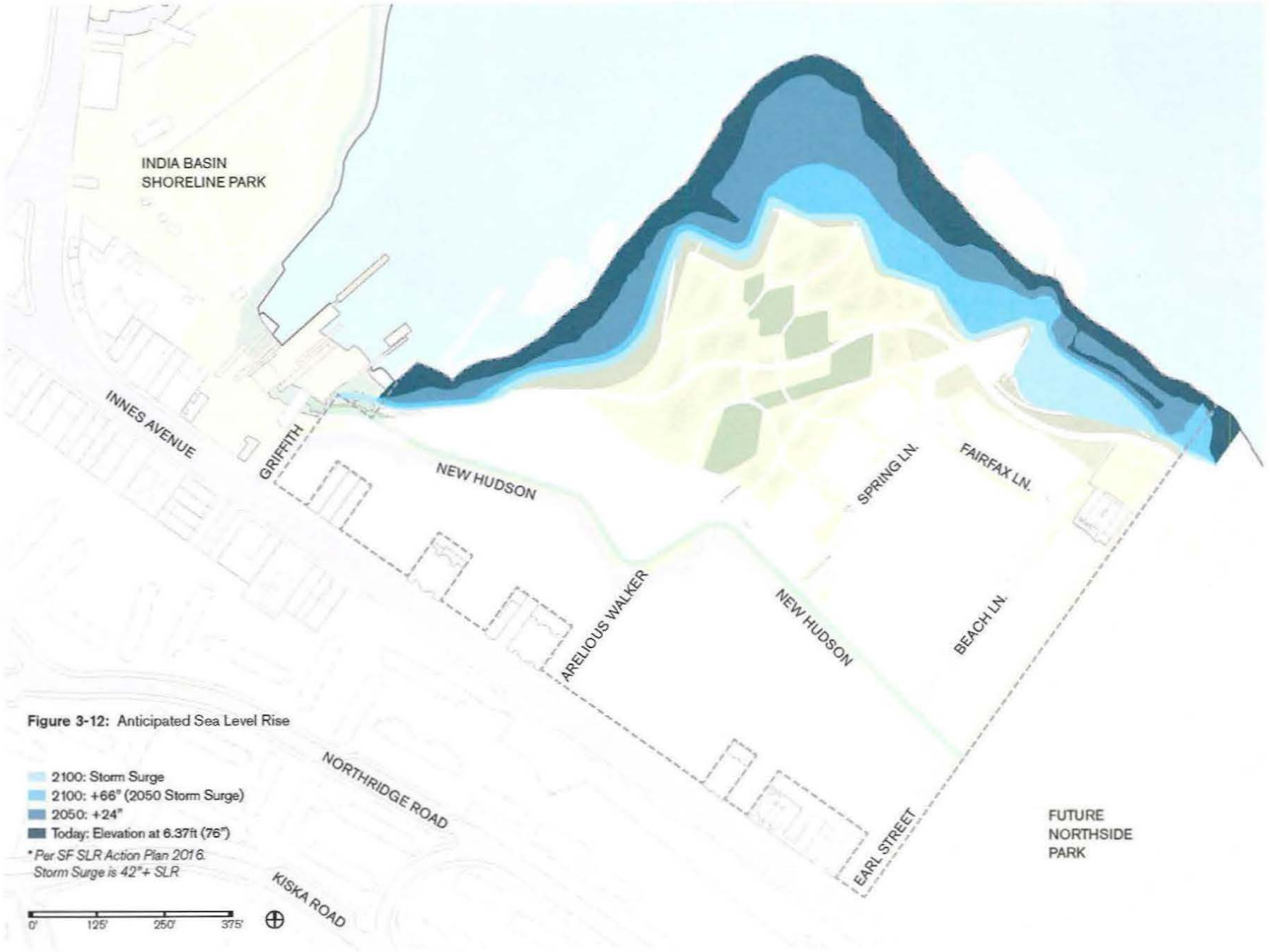
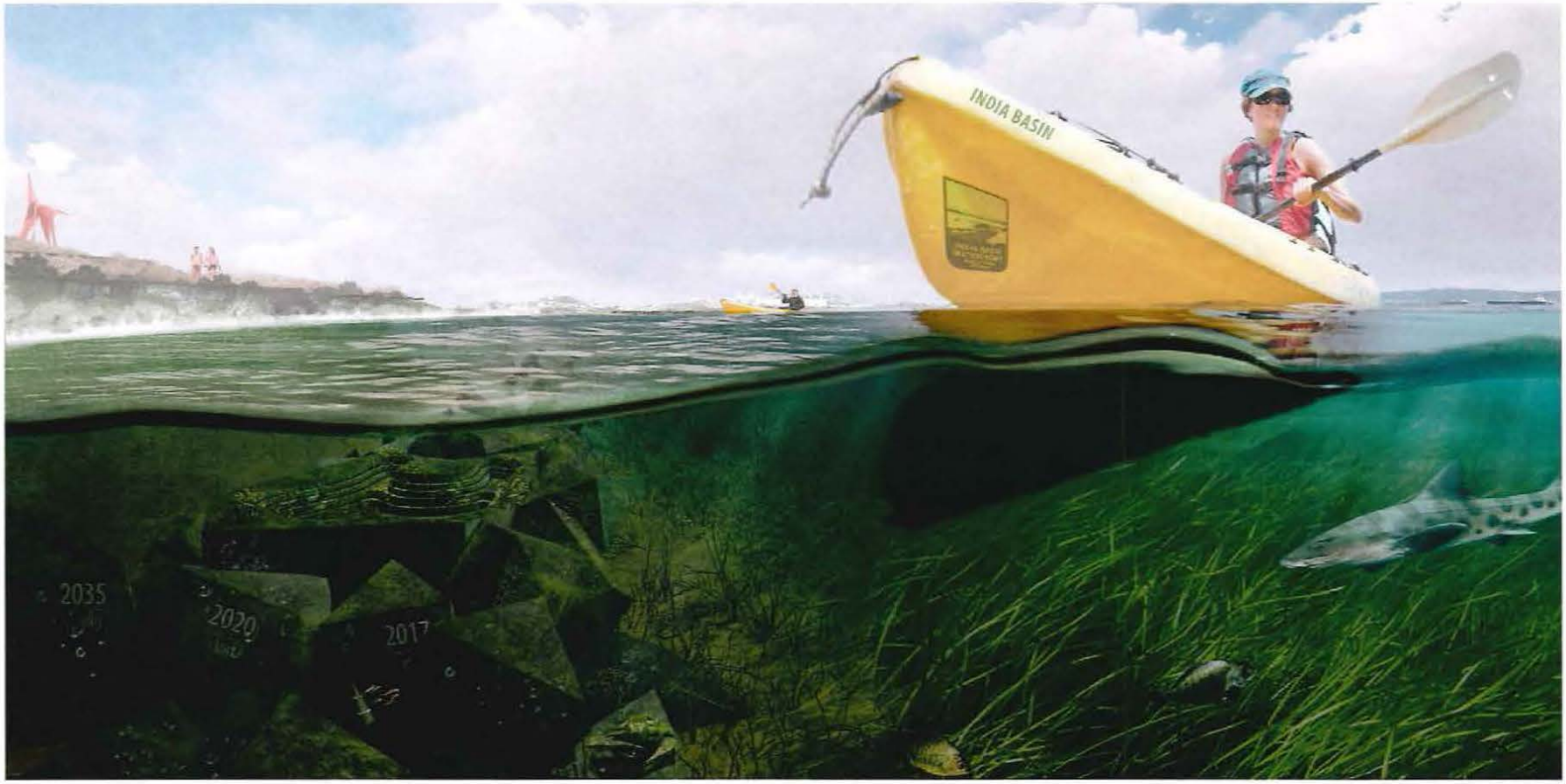


Figure 3-12: Anticipated Sea Level Rise



Shoreline Adaptation Strategies

These renderings illustrate anticipated future conditions given current sea level rise projections. As available science and data improves, these conditions may vary. The standards, guidelines and goals in this section are intended to promote habitat creation and adaptation, respect necessary areas of retreat and provide continued public access within shoreline areas. See Section 3.6 for the India Basin Trust for monitoring and adaptation planning.

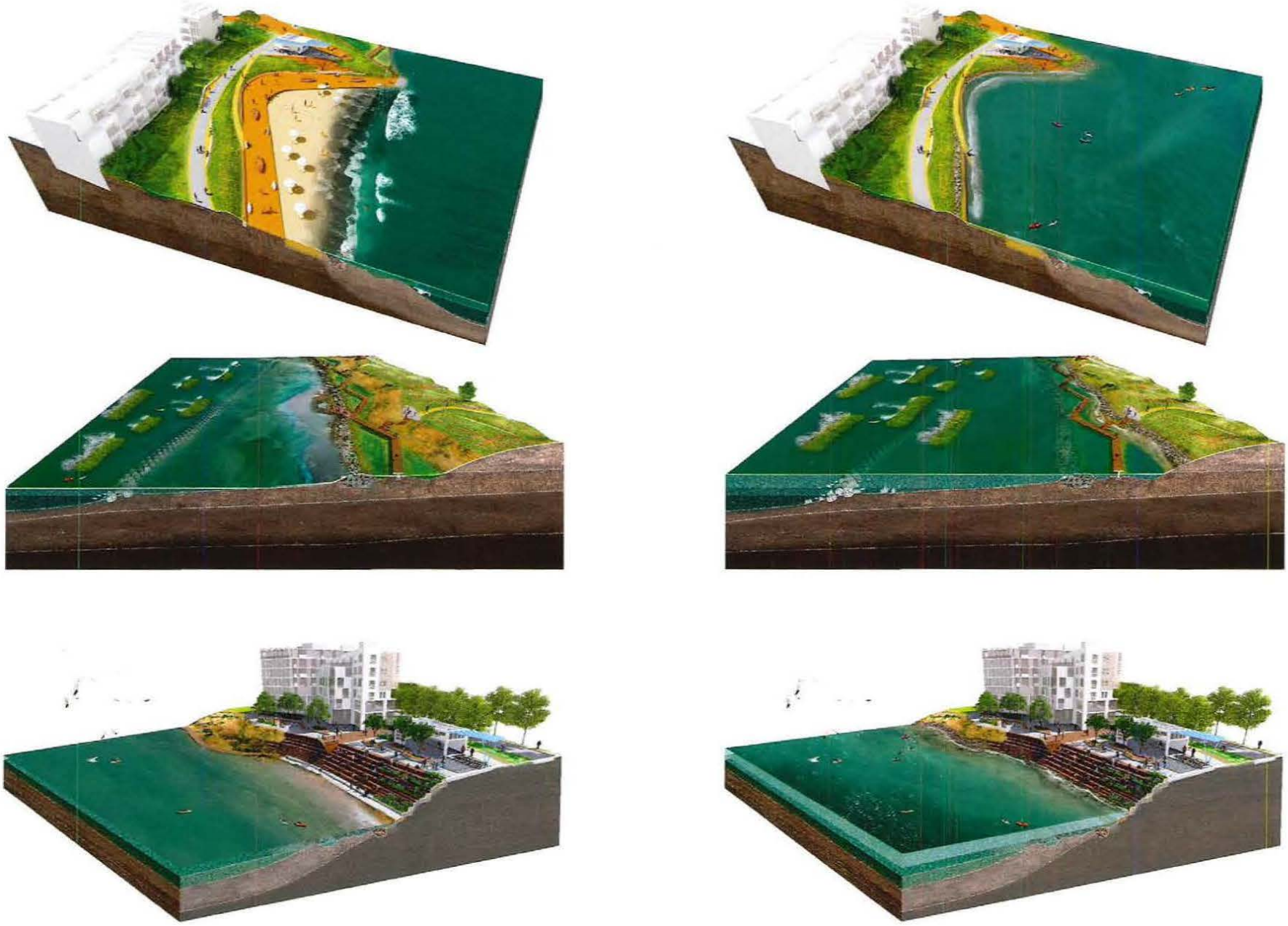


Figure 3-13: Proposed Shoreline Adaptation (See Ch. 2 for proposed condition)

To accommodate changing coastal conditions and rising tides, the shoreline area will protect the development and major infrastructure from inundation by situating these improvements at upland elevations. It will also create habitats in both the short-term and long-term through material selection for enhanced sea life, pilot projects, and upland habitat migration (Figure 3-14). Reference Shoreline Permits for more detailed description and requirements for the Shoreline areas.

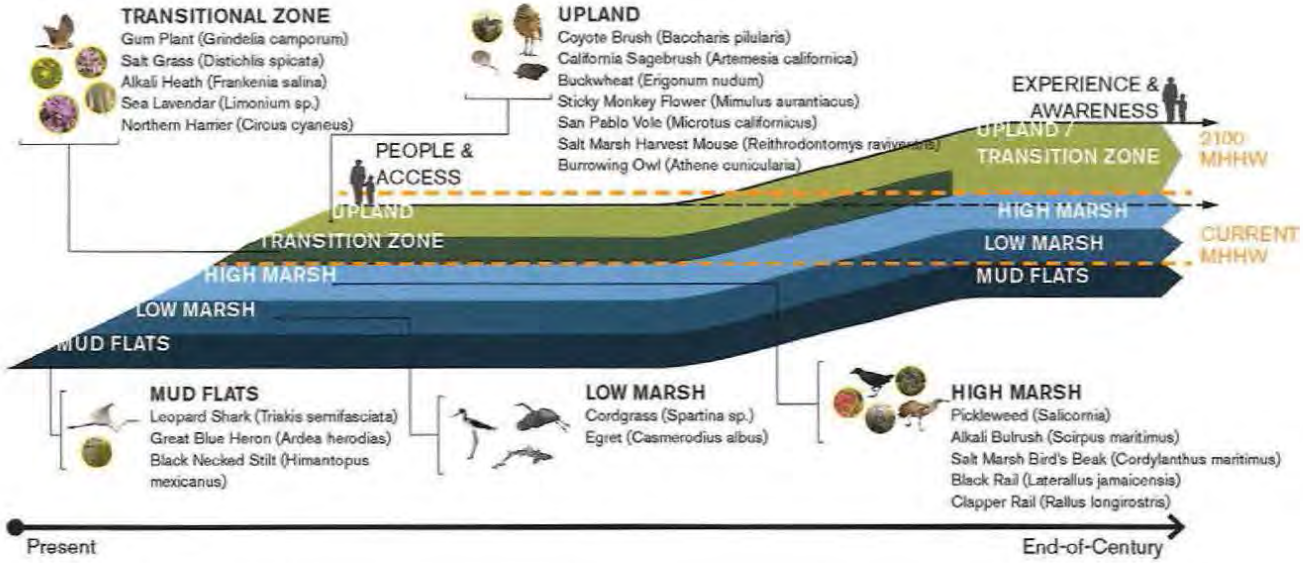


Figure 3-14: Upland Habitat Migration

Standards

3.8.1 Major Infrastructure All major infrastructure shall be located above worst case predictions for end of century, including a buffer area of at least 20 horizontal feet from top of bank for additional increases in tide levels levels.

3.8.2 Terraced Wetlands Terraced wetlands shall be located at an elevation in the northeast shoreline such that occassional inundation will occur no later than the year 2050, and frequent inundation will occur no later than the year 2075. (See Section 2.4)

3.8.3 Eel Grass Restoration The project sponsor shall pursue grant funding to install at least 3 test plots on the northwest shoreline. If pilot eel grass plots survive 2-year monitoring period, pursue grant funding for large-scale eel grass restoration bed.

3.8.4 Floating Wetlands The project sponsor shall pursue grant funding to install at least 2 floating wetlands on west shoreline as pilot project to test habitat creation and wave energy dissipation. If wetland species survive 2-year monitoring period, pursue grant funding to install as permanent habitats.

3.8.5 Shoreline Protection The project sponsor shall install shoreline protection at toe of slope to prevent erosion. The shoreline protection installation shall be at least 80% softscape.

3.8.6 Adaptation Plan The India Basin Trust will conduct frequent monitoring, and prepare an adaptation plan every 5 years including replanting, relocation of elements to higher elevations and maintenance as relevant for the shoreline to evolve and adapt over time.

Guidelines

3.8.7 Watershed Convey treated stormwater from the site to the terraced wetlands to provide a consitent flow of water during wet seasons.

3.8.8 Habitat Select a diverse range of tidal species and habitats to increase biodiversity. (See Section 2.8)

3.8.9 Tidal Marsh Existing tidal marsh and dunes shall be retained in situ.

3.8.10 Structures All low-lying structures will be constructed using durable and resilient materials that can be frequently inundated for temporary periods of time.

3.8.11 Aggregate All structures in the shoreline shall include an aggregate that supports enhanced marine life to increase habitat potential in a range of conditions. (See Ch. 2 for structures and elements.)

3.8.12 Supplemental Water Supply If ground water supply is available, convey to terraced wetlands for an increased year-round water supply.

Goals

3.8.13 Substrates Use substrates and base aggregates in soil profiles throughout shoreline areas that can support tidal marsh and dune habitats in future inundated conditions.

Wetlands

Reef Balls

Sealwalls

04
COFFEE
SOUP
3149

Land Use

Chapter 04: Land Use

4.1 Land Use Planning Objectives
4.2 Land Use Designations
4.3 Permitted Uses
4.4 Other Uses
4.5 Ground Floor Use Requirements
4.6 Parking
4.7 Loading

San Francisco is a city of vibrant mixed-use neighborhoods. Most neighborhoods in San Francisco offer residents a variety of services and amenities with a comfortable, attractive pedestrian environment and convenient access via public transit. The land use standards and guidelines detailed in the following pages support the goal of creating a vital, distinctive, and walkable neighborhood.

In order to create a complete neighborhood, India Basin includes allowance for a variety of social amenities and services including a grocery store, small scale retail and commercial spaces, and food and beverage options, in addition to a spacious public park with recreational facilities and waterfront access. A public market is the centerpiece of the neighborhood with the flexibility to accommodate a range of social activities including: farmers and craft markets, music and art festivals and large community gatherings. The land use strategy for India Basin focuses social interaction along main routes and around key open spaces. Within a comfortable walking distance for all residents, these spaces encourage neighbors and visitors to engage with and inhabit the public realm, experience the San Francisco Bay ecosystem, and enjoy community-serving amenities and services without needing to use a car.

4.1 Land Use Planning Objectives

Figure 4-1: Strategy for expanding neighborhood amenities.

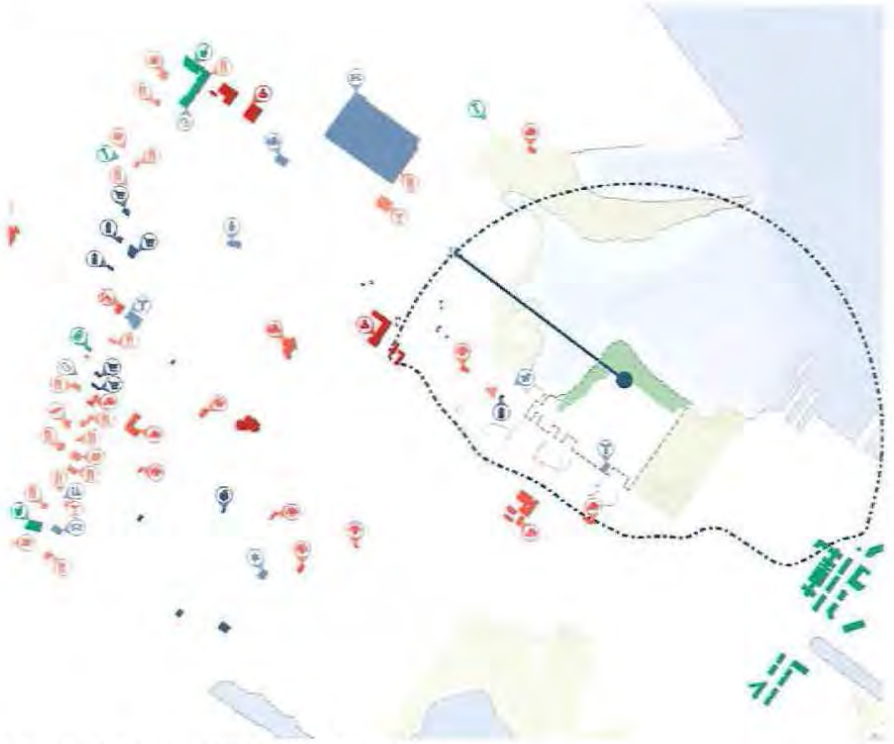


Figure 4-2: Existing Neighborhood Amenities.

4.1.1 Complete the Neighborhood

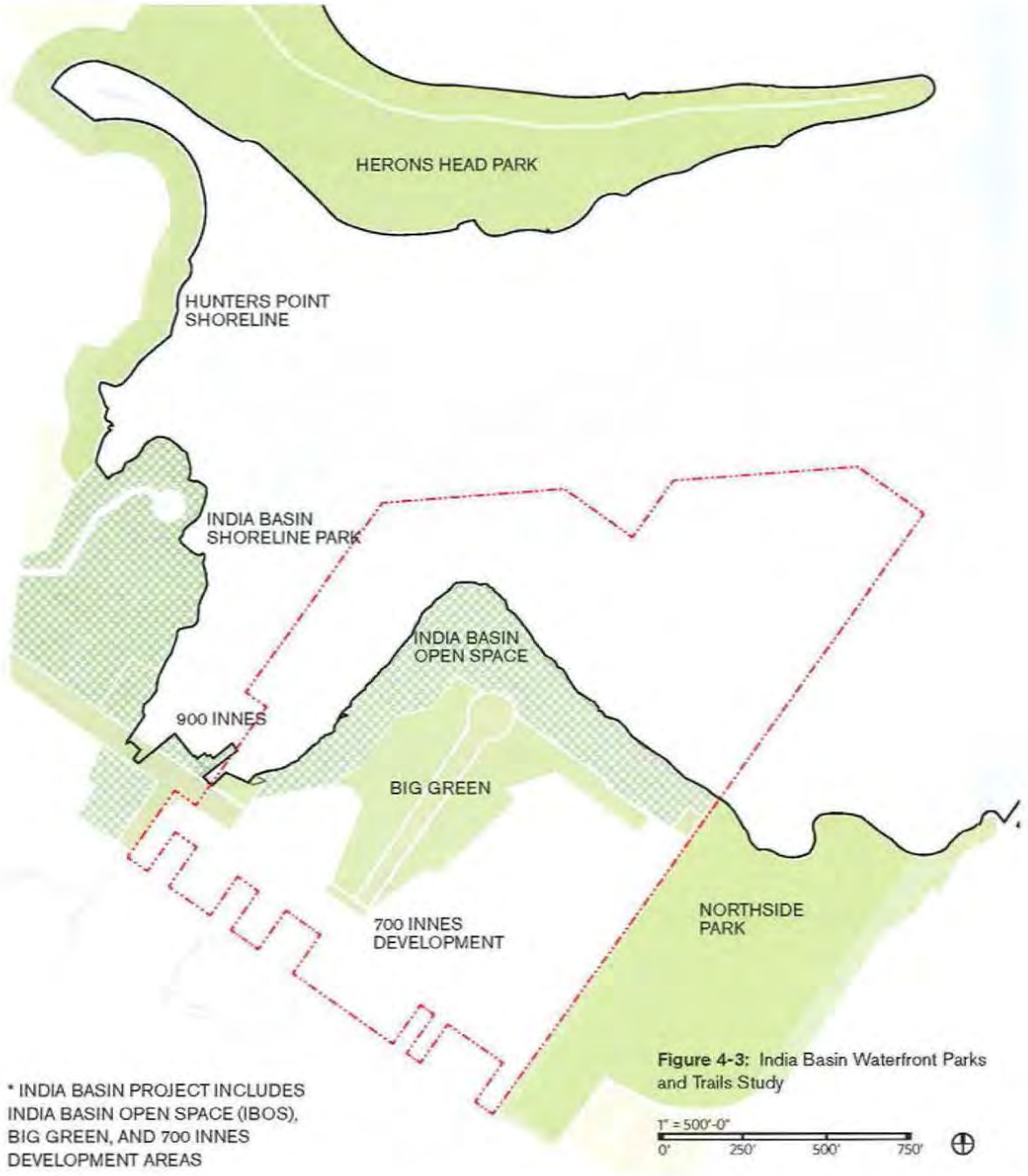
The term Neighborhood Completeness refers to the proximity of residents to daily goods, public services, and other basic amenities within a walkable distance. A growing body of evidence suggests that proximity to a critical mass of public and retail services increases the likelihood that residents and workers will walk or bike to access those services—boosting physical activity, enhancing social interactions and even improving public health. For example, research has found the presence of a supermarket in a neighborhood correlates with higher fruit and vegetable consumption and a reduced prevalence of obesity. In addition, neighborhoods with diverse and mixed uses create closer proximity between residences, employment, and goods and services. The result is reduced vehicular trips and miles traveled which, in turn, reduces air and noise pollution.

The Hunter's Point neighborhood (of which the site is a part) currently lacks many of the basic amenities commonly found in San Francisco's walkable communities. The project connects into and completes the neighborhood by adding a wide range of key public and retail services and open space assets so that the surrounding community can meet basic needs within a 10–15 minute walk. Housing, Transportation, and Recreation options are expanded as well.

4.1.2 Amenities and Open Space Programming

Open Space and amenity programming at India Basin incorporates a Basin-wide approach. To this end, the India Basin Waterfront Parks and Trails study was undertaken in 2014 to envision the future of the seven linked sites that surround the Basin: Heron's Head Park, the Hunter's Point Shoreline, India Basin Shoreline Park, 900 Innes, India Basin Open Space, 700 Innes, "Big Green," and Northside Park. All property owners were engaged in the study process.

The objective of the "India Basin Waterfront Parks and Trails Study" was to provide a comprehensive blueprint for the future of the park system and adjacent development and to ensure a complimentary mix of recreational, educational, ecological, and public services across all seven properties. The study also recommends the design of a "shared palette" for all sites so that signage/wayfinding, furnishings, lighting, and pathway design are coordinated for a seamless user experience. Other coordination benefits include building a landscape that is adaptive and resilient in the face of anticipated sea level rise, expanding public access to the Bay, and accelerating the development of the Blue Greenway.



* INDIA BASIN PROJECT INCLUDES INDIA BASIN OPEN SPACE (IBOS), BIG GREEN, AND 700 INNES DEVELOPMENT AREAS

Figure 4-3: India Basin Waterfront Parks and Trails Study

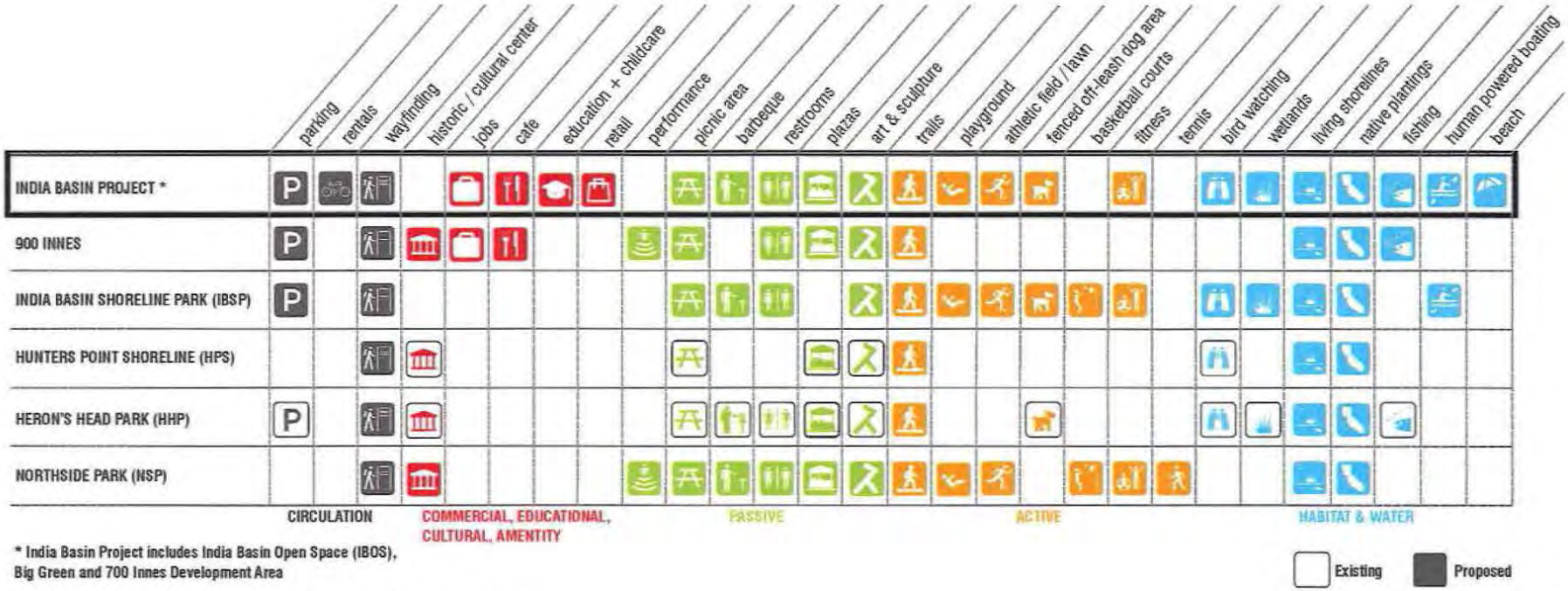


Figure 4-4: Existing and Proposed Community Services and Amenities

The recommended open space, public service, and neighborhood amenities programming for each of the seven India Basin Waterfront Parks and Trails sites is shown in Figure 4-4 above. Recommended open space, public service, and neighborhood amenities for the India Basin Project – which includes the India Basin Open Space (IBOS), Big Green, and 700 Innes Development Areas – are mapped in Figure 4-5 shown to the left. These active uses are encouraged and have been incorporated into the Land Use Standards and Guidelines on the following pages.

In addition, temporary, as well as activating and construction related uses, are permitted per Section 4.3 Permitted Uses.

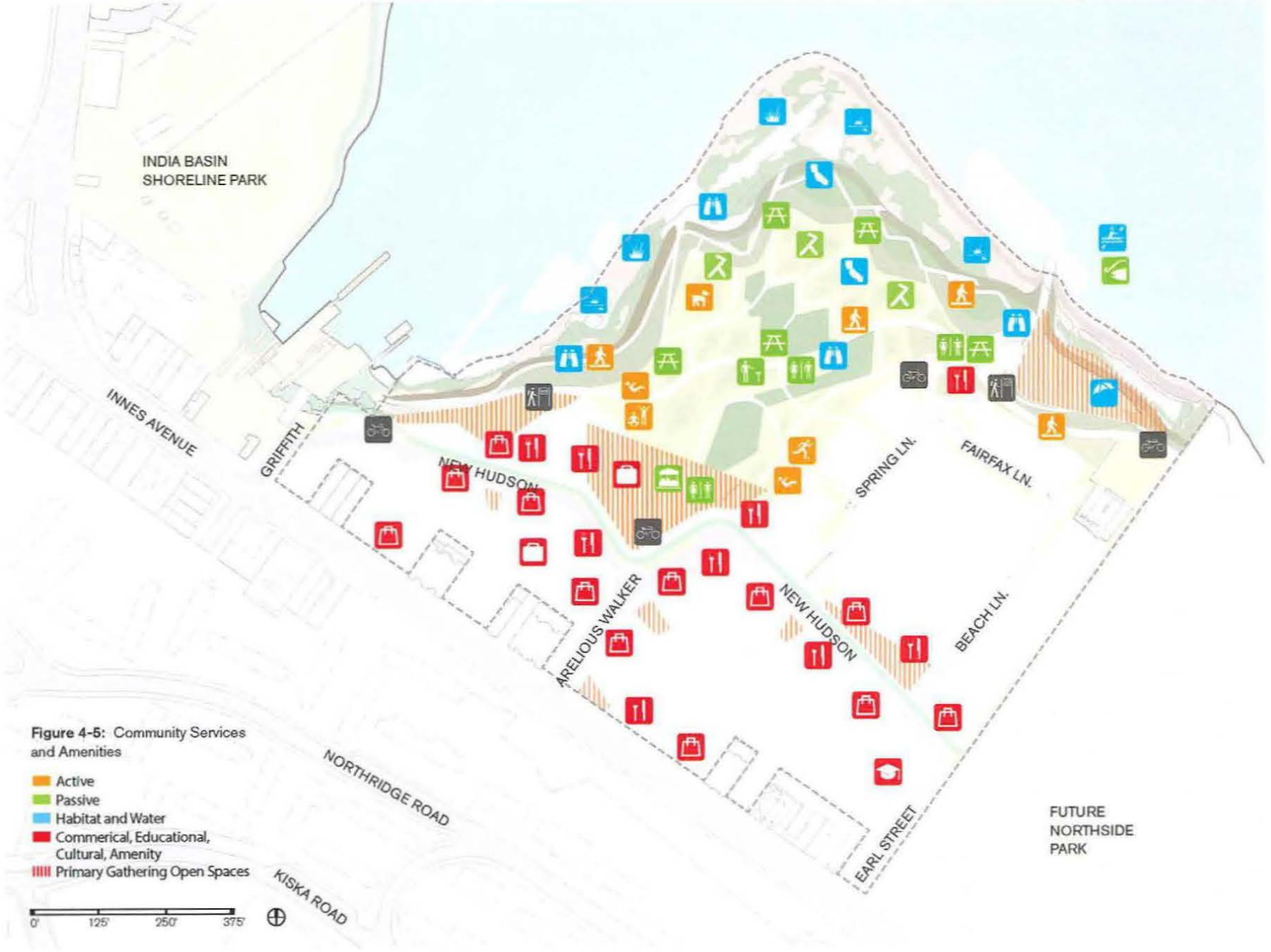


Figure 4-5: Community Services and Amenities

4.2 Land Use Designations

"Intricate minglings of different uses in cities are not a form of chaos. On the contrary, they represent a complex and highly developed form of order."

–Jane Jacobs

Land Use

The land use designations for India Basin advance a 21st Century model for a healthy, vibrant and complete neighborhood. A complete neighborhood is one that offers services and amenities to residents and visitors that are convenient and pedestrian-accessible. Employment, recreation options, and access to open space are expanded as well. It is envisioned that the development of India Basin will include a significant quantity of new, multi-family residential units in a mixed-use setting.

The allowable development program for the site was studied through the Environmental Impact Report (EIR) as a proposed project and proposed maximum commercial variant. The allowable development program, that was studied as a component under the proposed project and the project variant, includes residential space, commercial space, institutional/educational space, publicly accessible recreation/open space, and parking.

Standards

4.2.1 Land Uses Project Land Use Designations shall be as mapped in Figure 4-6, and as further described in the following pages of this section:

- Mixed Use
- Residential Mixed Use
- Multi-Family Residential
- Public Market / Town Triangle
- Privately Owned Open Space
- Public Open Space / Shoreline*

Permitted Uses within each category are described in Section 4.3.

Additional Ground Floor Use Requirements are described in Section 4.5.

* For areas within State Lands and BCDC Jurisdiction, see Standard 4.4.4 in this chapter.

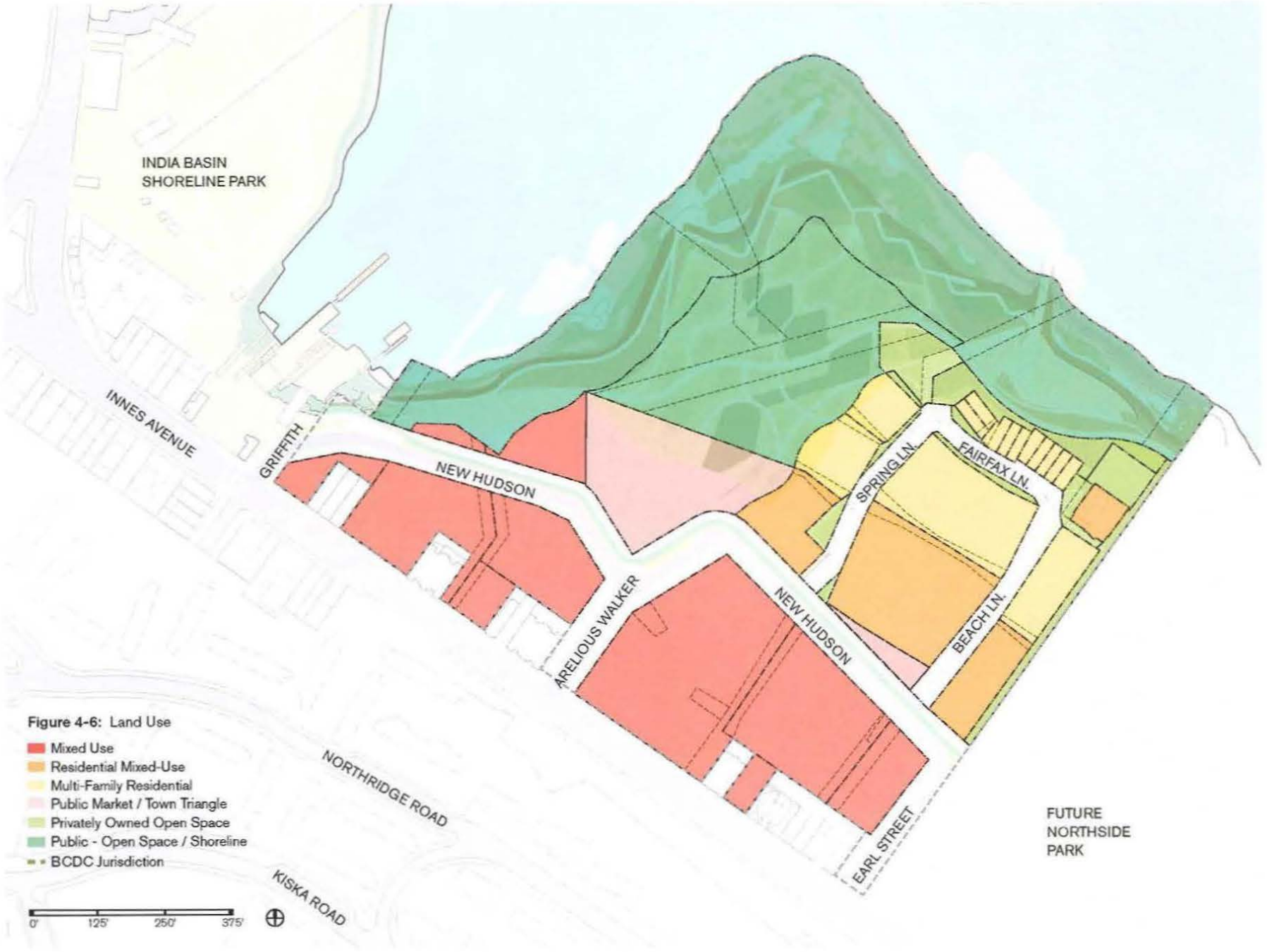


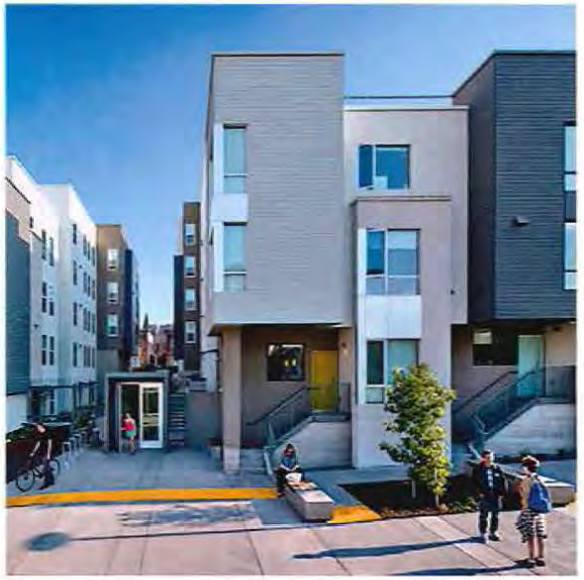
Figure 4-6: Land Use

Mixed Use

The Mixed Use designation allows a wide range of retail, restaurant, food & beverage, grocery, commercial, institutional, entertainment, and multi-family residential uses. Home and business service, arts activities, professional office space, and large-floor-plate office space are also permitted. Accessory Uses, as defined in Standard 4.3.3, include, but are not limited to, dwellings with integrated work and/or arts space and are permitted per Standard 4.3.6 Permitted and Conditional Use Table (Table 23).

Residential Mixed Use

The Residential Mixed Use designation encourages a combination of mixed-density and multi-family residential dwelling, with compatible commercial uses on the ground floor, to provide a vibrant active neighborhood with a mixed-use character. Accessory Uses, as defined in Standard 4.3.3, include, but are not limited to, dwellings with integrated work and/or arts space and are permitted per Standard 4.3.6 Permitted and Conditional Use Table (Table 23).



Multi-Family Residential

The Multi-Family Use designation is intended primarily for mixed-density, multi-family and single-family attached (townhouse) residential dwellings as outlined in Standard 4.3.6 Permitted and Conditional Use Table (Table 23). Accessory Uses, as defined in Standard 4.3.3 are also permitted.

Public Market / Town Triangle

The Public Market and the Town Triangle are privately-owned and managed, but are publicly-accessible areas at the center of the project and adjacent to new Hudson Street. The Public Market and Town Triangle provide the social heart of the neighborhood with the flexibility to accommodate a range of activities. Emphasis for these land use designations is on retail, food and beverage uses, and civic and cultural events to activate the adjacent open space. Design of and programming for the Public Market and the Town Triangle are further detailed in Chapter 2: Public Realm and Open Space. Accessory Uses and Permitted and Conditional Uses shall be per 4.3.3 and 4.3.6 (Table 23).

Privately Owned Open Space

Privately Owned Open Spaces are small open space parcels located in the Flats which are associated with adjacent residential or residential mixed use parcels. These Privately Owned Open Space parcels shall provide space for bioretention, surface water treatment, as well as pocket plazas and parklets intended for activating the shared streets and providing incidental gathering spaces for the residents of India Basin. The Privately Owned Open Spaces are further detailed in Chapter 2: Public Realm and Open Space. Accessory Uses and Permitted and Conditional Uses shall be per 4.3.3 and 4.3.6 (Table 23).

Public - Open Space / Shoreline

The Public Open Space and Shoreline area will be owned by the City and provide public open space use per Section 4.3 Permitted Uses. The Public Open Space shall emphasize active recreation, sports and fitness uses, community gathering, and environmental functions. The Shoreline will have a focus on passive recreation and waterfront access. Areas within the Shoreline that fall under BCDC Jurisdiction shall comply with BCDC standards and shall include a range of accessible water-oriented recreational activities and facilities. Design of and programming for these two areas is further detailed in Chapter 2: Public Realm and Open Space.

4.3 Permitted Uses

Standards

4.3.1 Uses, Defined All use definitions shall be per Section 102 of the San Francisco Planning Code and shall follow the Principal, Conditional, and Accessory Use designations as outlined in the Planning Code in Section 202 and further defined in these standards and guidelines (4.3.2 through 4.3.5).

4.3.2 Permitted and Conditional Uses
Permitted and Conditionally permitted uses in India Basin shall be governed by the Permitted and Conditional Use Table on the following pages (Standard 4.3.6 and Table 23) and in the India Basin SUD. Where there are conflicts between the DSG and the SUD, the SUD shall prevail. Procedures, criteria, and other provisions pertaining to Conditional Uses are detailed in the City of San Francisco Planning Code Section 303.

4.3.3 Accessory Uses An Accessory Use is a related minor use, located on the same lot, that is either necessary to the operation or enjoyment of a lawful principal use or conditional use, or appropriate, incidental, and subordinate to such use. Accessory uses shall comply with the provisions of the San Francisco Planning Code Sections 204.0-204.2. and Section 204.4. The San Francisco Planning Department shall interpret requests for potential Accessory Uses that have not been listed in the Permitted and Conditional Use Table or are not included in any Planning Code Interpretations.

4.3.4 Temporary Uses Temporary Uses may be authorized without a public hearing by the General Manager or the Planning Director (as applicable per the SUD) for a period not to exceed 90 days and shall comply with any other provisions of the India Basin SUD. Temporary Uses include but are not limited to booths for charitable, patriotic, or welfare purposes; markets; exhibitions, festivals, circuses, musical and theatrical performances and other forms of live entertainment including setup/load-in and demobilization/load-out; athletic events; open-air sales of agriculturally-produced seasonal decorations such as Christmas trees and Halloween pumpkins; meeting rooms and event staging; mobile food on private property and temporary retail establishments.
A Temporary Use may be extended for another 90 days, pursuant to the requirements in the SUD. Additionally, recurring Temporary Uses (such as a farmers market) may be approved under a single authorization. Temporary Use Authorizations for items not listed here may be granted upon determination that the proposed use is necessary or desirable to the neighborhood, has no negative impact and adheres to the San Francisco General Plan and the intent of this Design Standards and Guidelines.

4.3.5 Interim and Construction Related Uses
Interim and Construction Related Uses shall be uses integral to the development which may be authorized for any parcel without a public hearing for a period not to exceed five years pursuant to the requirements outlined in the SUD. Uses in this category shall include but are not limited to:

- Retail activities which may include the on-site assembly, production or sale of food, beverages and goods, the operation of restaurants or other retail food service in temporary structures, outdoor seating, food trucks, and food carts.
- Temporary art installation, exhibits, and sales.
- Recreational facilities and uses (such as play and climbing structures and outdoor fitness classes).
- Motor vehicle and bicycle parking
- On-site assembly and production of goods in enclosed or unenclosed temporary structures.
- Education activities, including but not limited to, after-school day camp and activities; outdoor educational activities.
- Site management service, administrative functions and customer amenities and associated loading.

- Rental or sales offices incidental to new development;
- Entertainment uses, both unenclosed and enclosed, which may include temporary structures to accommodate stages, seating, and support facilities for patrons and operations.
- Trailers, recreational vehicles, or other temporary housing for construction workers, seasonal labor, or other workforce employment needs.

1 Residential Mixed-Use

2 Mixed-Use

3 Public Use - Plaza

4 Multi-Family Residential

5 Public Market

4.3.6 Permitted and Conditional Use Table The table below shall govern permitted and conditional uses at India Basin. The land use sub-zone in each table column header shall refer to a land use designation as defined in Section 4.2 and located on Figure 4-6 Land Use. Each use listed under the "use" column shall represent a use category described in Section 102 and as conditioned in 202.2 of the San Francisco Planning Code; unless otherwise noted, include all subsidiary definitions thereof. In general, these uses shall be either principally permitted (P) or not permitted (NP). All notes and exceptions are listed on the far-right column and shall account for any conditional use permits or departures from standard San Francisco Planning Code language.

Use	Mixed Use	Residential Mixed Use	Multi-Family Residential	Public Market / Town Triangle	Privately Owned Open Space	Public		Notes and Exceptions
						Open Space	Shoreline	
Agriculture Use	P[1,2]	P[1,2]	P[1,2]	P[1]	P[1]	P[1]	P[1]	1 Use permitted with the exception of Large Scale Urban Agriculture and Industrial Agriculture. 2 Use permitted with the exception of Greenhouses.
Automotive Use	NP[3]	NP[3]	NP[3]	NP	NP	NP	NP	3 Use not permitted with the exception of Public and Private Parking facilities.
Entertainment, Arts & Recreation Use	P[4,5]	P[4,5]	P[5,6]	P[5,6]	NP	P[5,6,7]	P[5,6,7]	4 Use permitted with a maximum limit of three screens for any Movie Theater use. 5 Use permitted with the exception of Livery Stables and Sports Stadiums. 6 Use permitted with the exception of Movie Theater and Nighttime Entertainment. 7 Use permitted with the exception of Open Recreation and Outdoor Entertainment which are only permitted as temporary uses, see Standard 4.3.4: Temporary Uses.
Industrial Use	NP[8]	NP[8,9]	NP[3]	NP	NP	NP	NP	8 Use not permitted with the exception of Cat Boarding, Kennel, Light Manufacturing, Metal Working, Parcel Trade Office, Trade Shop, Animal Processing 1, and Food Fiber and Beverage Processing 1. 9 Use not permitted except on Ground Floor.

Table 23. Permitted and Conditional Use Table

KEY:
(P) PRINCIPALLY PERMITTED
(NP) NOT PERMITTED
ALL SUPERCRIPT NUMBERS NEXT TO EACH P OR NP ARE DEFINED UNDER THE "NOTES AND EXCEPTIONS" COLUMN.

Use	Mixed Use	Residential Mixed Use	Multi-Family Residential	Public Market / Town Triangle	Privately Owned Open Space	Public		Notes and Exceptions
						Open Space	Shoreline	
Institutional Use	P[10]	P[11]	P[11,12]	NP[13]	NP	NP[13]	NP[13]	
Residential Use	P	P	P	NP	NP	NP	NP	
Sales and Services, Non-Retail Use	P[14]	P[14]	NP	NP	NP	NP	NP	
Sales and Services, Retail Use	P[15]	P[15,16]	NP	NP[17]	NP	NP[17]	NP[17]	
Utility and Infrastructure Use	NP[18, 19]	NP[18, 19]	NP[18, 19]	NP[19]	NP[19]	NP[18, 19]	NP[19]	

10 Cannabis Dispensary permitted with Conditional Use Permit.

11 Use permitted with the exception of Cannabis Dispensary and Hospital.

12 Use Permitted with the exception of Job Training, Trade School, and Post-Secondary Educational Institution.

13 Use not permitted with the exception of Public Facilities.

14 Use permitted with the exception of Laboratory, Life Sciences, Commercial Storage, Wholesale Sales, and Wholesale Storage.

15 Use permitted with the exception of Adult Business, Mortuary, Limited Financial Service, Self-Storage and Tobacco Paraphernalia Store.

16 Use permitted with the exception of Animal Hospital, Fringe Financial Services.

17 Use not permitted with the exception of Grocery, Food and Beverage uses.

18 Use not permitted with the exception of Internet Service Exchange, Wireless Telecommunication Services (WTS) Facility which shall be permitted with a Conditional Use permit .

19 Use not permitted with the exception of Utility Installation which shall be permitted.

KEY:

(P) PRINCIPALLY PERMITTED

(NP) NOT PERMITTED

ALL SUPERCRIPT NUMBERS NEXT TO EACH P OR NP ARE DEFINED UNDER THE "NOTES AND EXCEPTIONS" COLUMN.

4.4 Other Uses

Guidelines

4.4.1 Site for Potential School To encourage families with young children to live at India Basin, a site has been identified for the potential creation of a child care facility, pre-school or K-8 school. Proximate public open space may be considered for meeting open space requirements.

4.4.2 Other Uses If a use is not specifically identified in Table 23: Permitted and Conditional Use Table and is not listed as an excluded use, the San Francisco Planning Department shall have the authority to determine whether such use is compatible with the intent of the district and consistent with the approach to land use. The determination shall be based upon the use characteristics and compatibility of that use with the intent of these design standards and guidelines. The Planning Department shall interpret the meaning and appropriateness of uses.

4.4.3 Neighborhood Compatibility Non-residential uses must not pose a nuisance to surrounding residential users with regard to incompatible hours of operation, noise, light pollution, odor, reduction of air quality, or construction related activities or else they are prohibited. With the exception of temporary construction related to building permits which shall be subject to MMRP and other existing City and State Codes, no use shall be permitted which by reason of its nature or manner of operation creates conditions that are hazardous, noxious or offensive through emission of odor, fumes, smoke, cinders, dust, gas, vibration, glare, refuse, water-carried waste, or excessive noise.

4.4.4 State Lands and BCDC Jurisdiction Lands designated as State Lands – held in trust by the State for the benefit of the people of California – shall comply with State Lands regulations. Lands within BCDC jurisdiction shall comply with BCDC standards for use and shall include a range of accessible water-oriented recreational facilities.

1

2

3

4

5

1. Special Event
2. The Yard at Mission Rock
3. Food Trucks
4. Temporary Event Space
5. Temporary Retail

4.5 Ground Floor Use Requirements

Ground Floor Use Requirements

The character of a neighborhood is most visible in the activity of the street. India Basin features streets of varying types and levels of activity, differentiated by function within the circulation network, as well as by configuration and adjacent uses. The purpose of this section is to promote clearly-defined, active, pedestrian-oriented street frontages. The character of India Basin is reinforced by the ground floor use, which affects the degree of activity and the range of likely users.

Standards

4.5.1 Active Ground Floor Uses, Defined An Active Ground Floor Use shall mean a principal, conditional, or accessory use as outlined by Table 23: Permitted and Conditional Use Table and Standard 4.3.6, that by its nature does not require non-transparent walls facing a public way or involve the storage of goods or vehicles. Active Ground Floor Uses at India Basin are specified as follows:

Type A: Type A includes permitted principal, conditional, and accessory uses within the Entertainment, Arts and Recreation Use and the Sales and Services, Retail Use categories.

Type B: Type B includes permitted principal, conditional and accessory uses within the Sales and Services, Non-Retail Use and the Institutional Use categories. Ground Floor building lobbies are active uses, so long as they do not exceed 40 feet or 25 percent of building frontage in width, whichever is smaller.

Type C: Type C includes the Residential Use category if and only if the ground level features private terraces, stoops, or walk-up dwelling units with direct, individual pedestrian access to a public sidewalk, and frontage design consistent with the controls in Chapter 5 Urban Form and Chapter 6 Architecture of these Design Standards and Guidelines as well as the Ground Floor Residential Design Guidelines, as adopted and periodically amended by the Planning Commission. Ground Floor space accessory to residential uses (such as fitness or community rooms) are active uses if they meet the intent of this section and have access directly to the public sidewalk or street. Ground Floor building lobbies are active uses, so long as they do not exceed 40 feet or 25 percent of building frontage in width, whichever is smaller.

4.5.2 Where Required Active Ground Floor Uses focus street activity along major routes and in key public spaces. All parcels at India Basin shall comply with Active Ground Floor Use requirements where illustrated in Figure 4-7 and follow the corresponding use types as defined in standard 4.5.1 of these Design Standards and Guidelines. The 85% Frontage called for in Figure 4-7 shall be calculated using the streetwall lengths identified in Figure 5-23, as dimensioned in the Parcel Control Plan (Section A.1).

4.5.3 Active Ground Floor Use Depth Where required by Figure 4-7, Active Ground Floor Uses, shall be provided in the first 25 feet of building depth from any façade fronting directly onto a street, right-of-way, or publicly accessible open spaces.

4.5.4 Ground Floor Height Where required by Figure 4-7, Active Ground Floor Uses, Type A and Type B shall have a minimum floor-to-floor height of 15 feet.

4.5.5 Street-facing Access Requirement Street-facing ground-level space housing non-residential active uses in hotels, office buildings, shopping centers, and other large buildings shall open directly onto the street. Such required street-facing entrances shall remain open to the public during business hours.

Guidelines

4.5.6 Street-Facing Ground Level Space The floor level of street-fronting, non-residential Active Ground Floor Uses and lobbies shall be as close as possible to the level of the adjacent sidewalk at the principal entrance to these spaces.

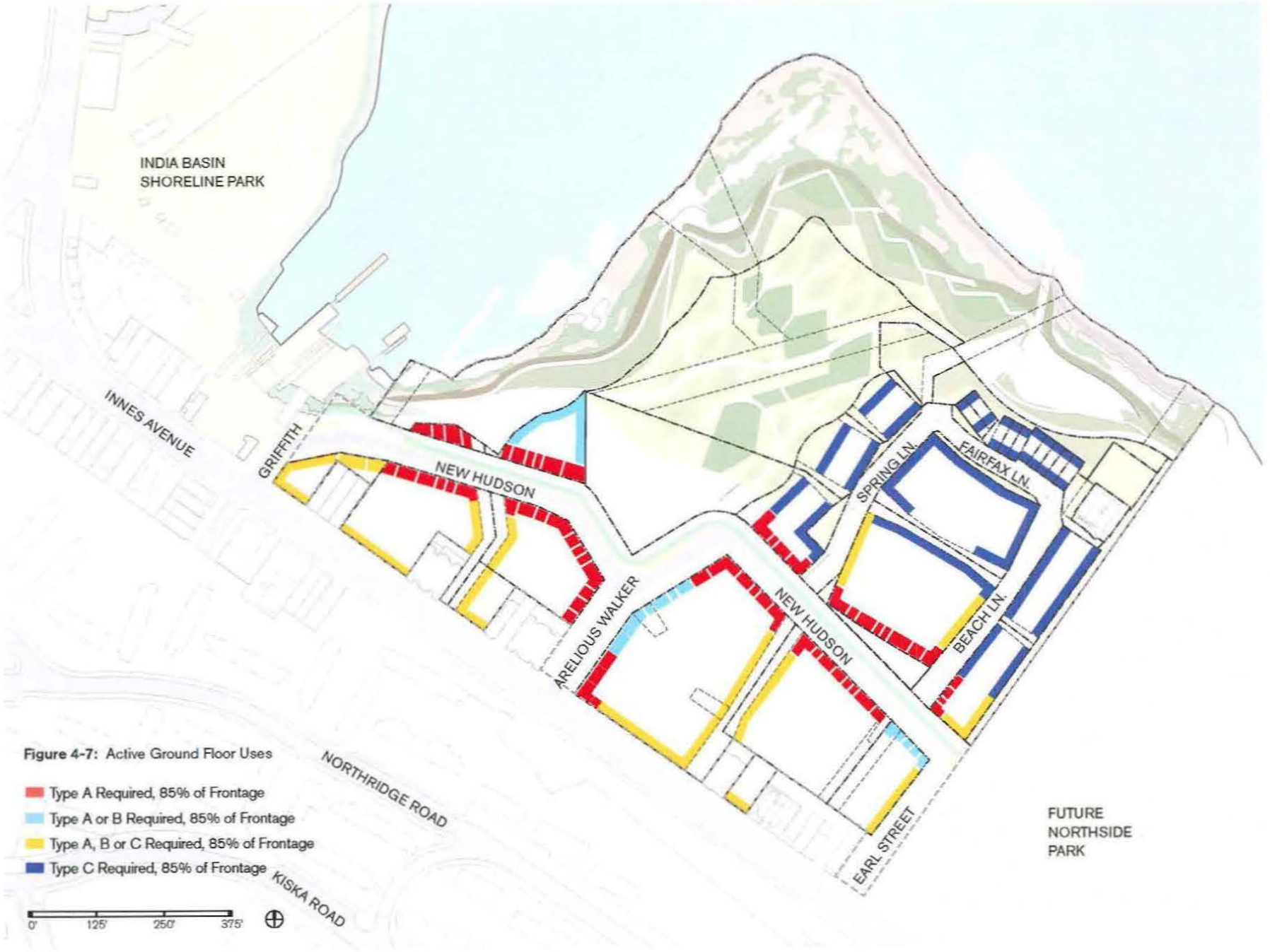


Figure 4-7: Active Ground Floor Uses

4.6 Parking

Parking

Parking supports urban functions. However, reducing the presence of automobiles in the public realm makes streets and open spaces more comfortable, attractive, and welcoming for pedestrians. Adequate parking, loading, and servicing is provided to accommodate demand, but in a manner that minimizes the visible presence of cars. Figure 4-8 describes the location of garages, perimeter treatment and entrance/egress strategies used to conceal parking from view, while providing comfortable, intuitive access to garage structures.

Standards

4.6.1 Off-Street Parking Quantity Off-street parking shall not be required for any use. Parking shall be provided at a rate of 1 space for every 1 residential unit and 1 space for every 250 gross square feet of commercial area. In no event shall structured parking exceed 1,800 stalls. Parking ratios and requirements are outlined in the SUD.

4.6.2 Unbundled Parking Any off-street public parking provided for non-residential use shall be unassigned and shall be shared among such uses within the project. Off-street parking space maximum ratios shall be outlined in the project's SUD.

4.6.3 Parking Location Off-street parking shall be located where indicated in Figure 4-8 and shall be below grade, except for the portions permitted to be above grade indicated in Figure 4-8, concealed by required ground floor active uses, and exceeding no more than one story above grade.

4.6.4 Above-Grade Parking Setback Where shown in Figure 4-8, off-street parking at street grade shall be set back at least 25 feet on the ground floor from any facade facing a street, public open space or parcel break. Parking above the ground level shall be screened from public rights-of-way and parcel breaks in a manner that accentuates ground floor uses, minimizes mechanical features and is in keeping with the architectural vocabulary of the building.

4.6.5 Vehicular Entry/Exits, Placement and Spacing Vehicular entrance and exits to/from parking and loading facilities shall be located no closer than 45 feet to any street corner and/or any intersection, whichever applies, as measured from the nearest vehicular lane edge at the corresponding corner or intersection. No more than one-third of the width or 24 feet, whichever is less, of any given parcel face shall be devoted to parking and loading ingress or egress.

4.6.6 Vehicular Entry/Exits, Dimensions and Design Vehicular entrances and exits to/from parking facilities shall have a maximum linear width of 10'-0" parallel to the street if accommodating one-way travel, and maximum linear width of 20'-0" parallel to the street if accommodating two-way travel. Entrances and/or exits that are shared with loading and service access may be 12'-0" wide when accommodating one-way travel and 24'-0" wide when accommodating two-way travel. Street-facing garage structures and garage doors may not extend closer to the street than a primary building façade and shall comply with all urban form and architecture controls in these Design Standards and Guidelines.

4.6.7 Ground Level Parking So as not to preclude the conversion of parking space to other uses in the future, parking at the ground-level shall not be sloped, the floor shall be aligned as closely as possible to sidewalk level along the principal pedestrian frontage and/or to those of the street-fronting commercial spaces. Ground Level parking structures shall have a minimum clear ceiling height equal to that of street-fronting commercial spaces.

4.6.8 Egress to Public Realm A minimum of one separate, dedicated pedestrian entrance, visible and accessible from a public right-of-way, parcel break, or public open space shall be provided for the users of each off-street parking facility.

Guidelines

4.6.9 Vehicular Entry/Exits, Shared Vehicular entry and exits for parking and loading shall be shared wherever possible to reduce interference with street-fronting active uses as well as with the movement of pedestrians, cyclists, transit, and autos.

Figure 4-8: Parking

4.7 Loading

Loading

Adequate loading spaces and facilities are necessary to the operation of a complete neighborhood. India Basin will accommodate loading in a seamless, space-efficient manner that services its range of programs effectively while upholding the pedestrian-focused design of the neighborhood.

Standards

4.7.1 Shared Loading Spaces Loading spaces shall be shared across uses and may not be assigned to any particular use or tenant.

4.7.2 Off-Street Loading Space Quantities Off-street loading spaces shall be provided in the quantities specified on "Table 24. Required Loading Space Table" and allocated as shown in Figure 4-9. These quanities are required amounts and providing either less or more than the specified amounts shall require an Active Loading Management Plan as outlined in Standard 4.7.7.

4.7.3 Off-Street Loading Locations Off-street loading spaces shall be located in the same project sub area (Hillside, Cove, and Flats) as the uses they serve.

4.7.4 Loading Entry/Exit Locations Loading entries shall comply with 4.6.5, 4.6.6, and 4.6.9 of these Design Standards and Guidelines.

4.7.5 Subterranean Loading Where subterranean service delivery loading is provided, the loading space shall be located no lower than the first subterranean level. The first subterranean level is defined as one story below the point of entry at grade.

4.7.6 Public Market Vehicular Access and Loading There shall be a vehicular loading access route to the Public Market where shown on Figure 4-9 at the raised table top intersection of Arelious Walker and New Hudson. Public Market loading shall be limited to loading related to the permitted and conditional Public Market uses as outlined on Table 23 and Chapter 4 of these Design Standards and Guidelines.

4.7.7 Active Loading Management Plan Exceptions to the specified loading space quantities shown on Table 24 and or modifications to Standards and Guidelines 4.7.1-4.7.116 and 4.7.8-4.7.11 shall require the submittal of an Active Loading Management Plan by the project sponsor to the Planning Department and SFMTA for their review and approval. The Active Loading Management Plan shall, at a minimum:

a) Indicate location of loading spaces.

b) Coordinate loading hours of joint use.

c) Satisfy the loading demands equal to or better than the Standards and Guidelines.

Guidelines

4.7.8 Loading Access Points To minimize conflicts with pedestrians and bicyclists, the number of loading access points per building shall be kept to a minimum.

4.7.9 Pedestrian Right-of-Way Pedestrian movement shall be prioritized at curb cuts through the use of a continuous material treatment.

4.7.10 Exterior Loading Docks Exterior loading docks shall be prohibited.

4.7.11 Waste Collection Exterior waste collection shall be prohibited.

	Off-Street Loading Spaces	On-Street Loading Spaces	Total
Cove	5	9	14
Hillside	7	9	16
Flats	2	2	4
Total	14	20	34

Table 24. Required Loading Space Table

Figure 4-9: Loading

05

"We are continuously engaged in the attempt to organize our surroundings, to structure and identify them. Various environments are more or less amenable to such treatment. When reshaping cities it should be possible to give them a form which facilitates these organizing efforts rather than frustrates them."

– Kevin Lynch, *The Image of the City*

Urban Form

Chapter 05: Urban Form

5.1 Parcels and Breaks
5.2 Building Heights
5.3 Tower Controls
5.4 Setbacks
5.5 Stepbacks
5.6 Streetwall Requirements

This chapter delineates the Standards and Guidelines for Urban Form, including parcels and parcel breaks, protected view corridors, height limits, massing and bulk controls, streetwall requirements, setbacks, and stepbacks.

As a pedestrian-priority community, India Basin is intended to be experienced at a walkable pace. This requires the calibration of Form, Proportion, Articulation, Variation, Modulation, Depth, Materiality, Texture, and Color of physical elements to the speed, range and capabilities of human sensory perception. Detail has been focused on the zone of experience in the public realm – to the open space edges, rights-of-way, lower-floors of buildings and to the threshold interface between public and private.

Collectively, the Urban Form requirements focus density near transit and amenities, create places that are appropriately scaled, shield public spaces from prevailing winds to promote comfort, and form a varied and visually appealing skyline. Massing and scale of development steps down gradually from Innes Avenue towards the waterfront, accentuating India Basin's topography, intuitively guiding people to the San Francisco Bay.

5.1 Parcels and Parcel Breaks

Parcels and Parcel Breaks

Development Parcels and Parcel Breaks at India Basin are configured to connect parcels with public rights-of-way, open spaces, and to create an intuitive and highly-permeable circulation network, featuring a variety of engaging routes. To achieve a diversity of uses, typologies, and scales within the development, the site is subdivided into parcels that vary in size and shape.

Micro-parcels along the northern edge of the flats complete the transition in scale from Innes Avenue down to the waterfront. These micro-parcels provide an opportunity to express variety and design creativity by way of individually-articulated residential units.

Standards

5.1.1 Parcels Parcels delineating the limits of properties are shown in Figure 5-1and organized by project subareas: Cove (C), Hillside (H), Flats (F) and Open Space (OS). Percise configurations and dimensions shall be as shown in the Parcel Control Plan in Section A.1 of the appendix. All dimensions in the Parcel Control Plan shall govern unless further amended by the Subdivision Map.

5.1.2 Parcel Breaks Parcel Breaks shall exist where two or more parcels meet or along the sides of a single parcel to provide dedicated, unobstructed access areas and throughways as shown in Figure 5-1. Parcel Breaks shall be the property of the parcel(s) over which they appear and shall belong to that/those parcel(s) to the extents defined by the parcel break lines and property lines as shown in Figure 5-1and as dimensioned in the Parcel Control Plan. Buildings are prohibited within parcel breaks with the exception of the below-grade (or partially below-grade) garage structures, allowable encroachments, and public realm and open space elements, all as defined in these Design Standards and Guidelines. Parcel breaks shall fall into four major categories:

- Public Access Parcel Breaks
- Courtyard Access Parcel Breaks
- Transit Plaza Parcel Break (See 5.1.3)
- Maintenance Access Easement

5.1.3 Transit Plaza Parcel Break The Public Transit Parcel Break shall be located at the base of the tower in parcel H1 at the corner of Innes Avenue and Arelious Walker. It shall hold a clear height for at least the first 20'-0" from grade and have a minimum occupiable area of 1,500 square feet. This parcel break shall have a maximum depth of 35' measured perpendicularly from the parcel line on Innes Ave.

5.1.4 Encroachments in Parcel Breaks All parcel breaks shall be open to the sky with the exception of permitted overhangs, canopies, allowable building projections for setbacks and streetwalls, and other provisions outlined in these Standards and Guidelines. Upper level bridges across parcel breaks are not permitted. Buildings shall, however, be permitted to cantilever over the Transit Plaza Parcel Break provided the required 20' minimum clear height from grade is maintained (see 5.4.5 for further details).

Guidelines

5.1.5 Access Parcel Breaks serve as dedicated throughways and shall provide an unobstructed way at all times.

5.1.6 Limited Vehicular Access Parcel Breaks are intended for pedestrian access, however, limited vehicular use for maintenance and inspection purposes is permitted. Temporary use for loading is not permitted.

Amsterdam Borneo Sporenburg

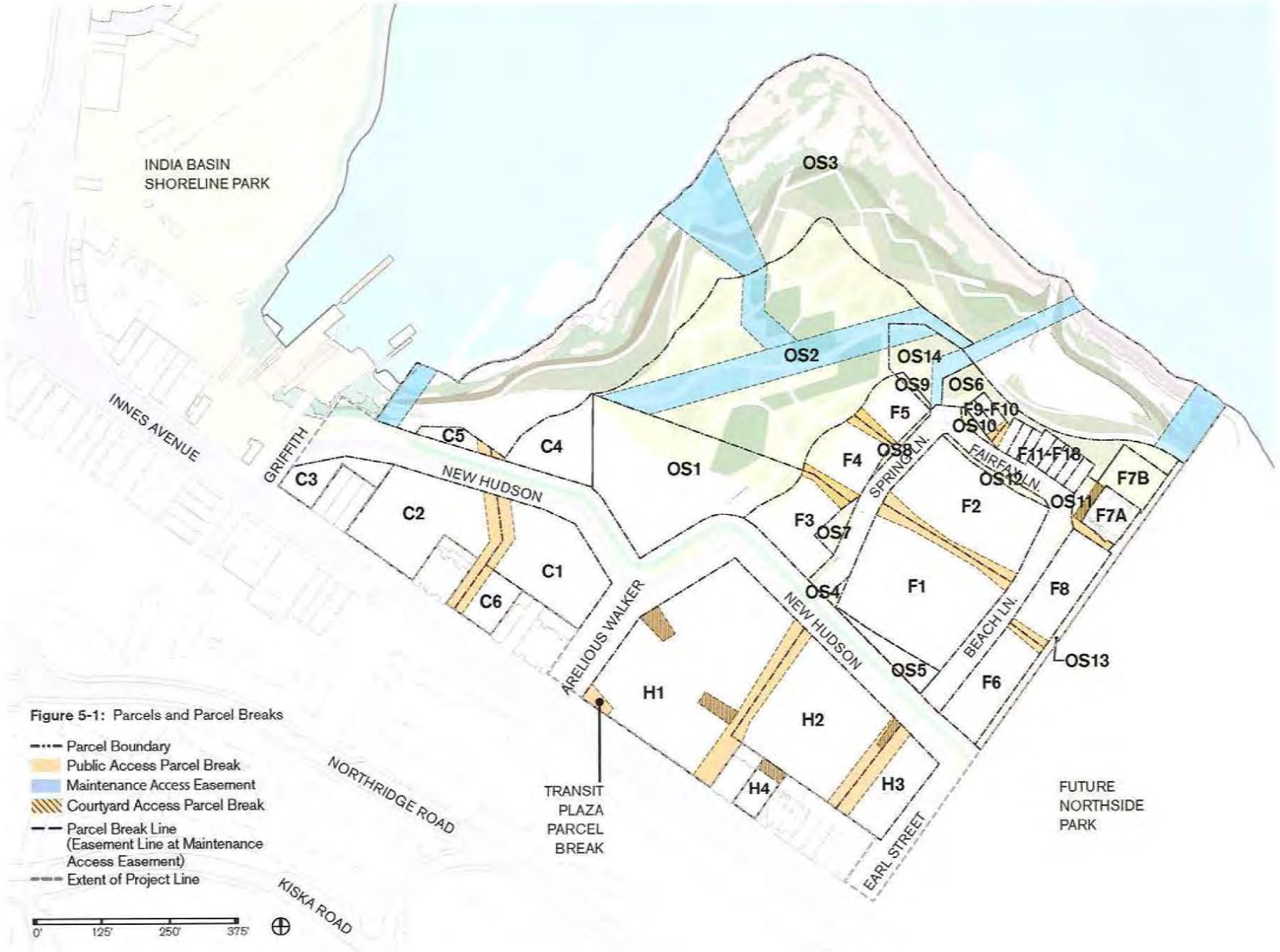


Figure 5-1: Parcels and Parcel Breaks

5.2 Building Height

Building Height

Maximum height zones at India Basin focus the tallest buildings near transit, provide a comfortable and engaging pedestrian environment, and protect views for abutting and uphill neighbors (Figure 5-4). The maximum height zones in Figure 5-3 show the extents of a given maximum height within a parcel but are not meant to define the specific location, footprint, or number of buildings within each parcel. The buildable envelope for each parcel is provided in the parcel control plans in Section A1. Exact dimensions and configurations are shown in the Parcel Control Plan or as further amended by the Subdivision Map.

Standards

5.2.1 Maximum Height The height of structures shall not exceed the maximum height as shown for each location in Figure 5-3.

5.2.2 Heights, Measured The height of a building shall be defined as the upper limit of the roof structure (excluding parapets). For sloped or pitched roofs, the height shall be measured at the mid-point between the eave and ridge line of the roof.

Building heights shall be measured as illustrated in Figure 5-2 from a predetermined top-of-grade indicated by the arrows in Figure 5-5. Each predetermined top-of-grade shall govern its adjacent parcel for the extent of the corresponding color-coded area as defined in Figure 5-5.

To maintain height consistency with the existing urban form along Innes Ave, all parcels bordering Innes Ave shall be measured from Innes Ave for the first 100' of the parcel depth as shown in Figure 5-5. Not withstanding this 100' depth limit, the full depth of the tower in parcel H1 shall have its height measured from Innes Ave. See Standard 5.2.3 and Section 5.3 for more details regarding the towers.

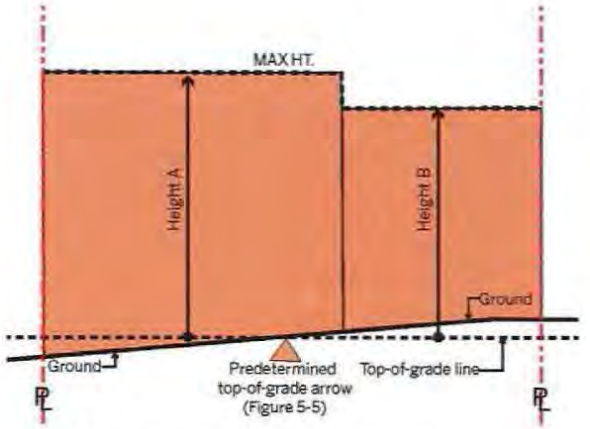


Figure 5-2: Building Height Measurement

5.2.3 Tower Heights Buildings within a tower location indicated on Figure 5-3 shall have a minimum height of 85' above grade but shall not exceed a maximum height of 160' above grade per Figure 5-3. See Section 5.3, Tower Controls, for additional tower bulk and massing controls.

5.2.4 Parapets Parapets may project above the applicable maximum height limit up to 5'-0" above the roof of the last habitable floor.

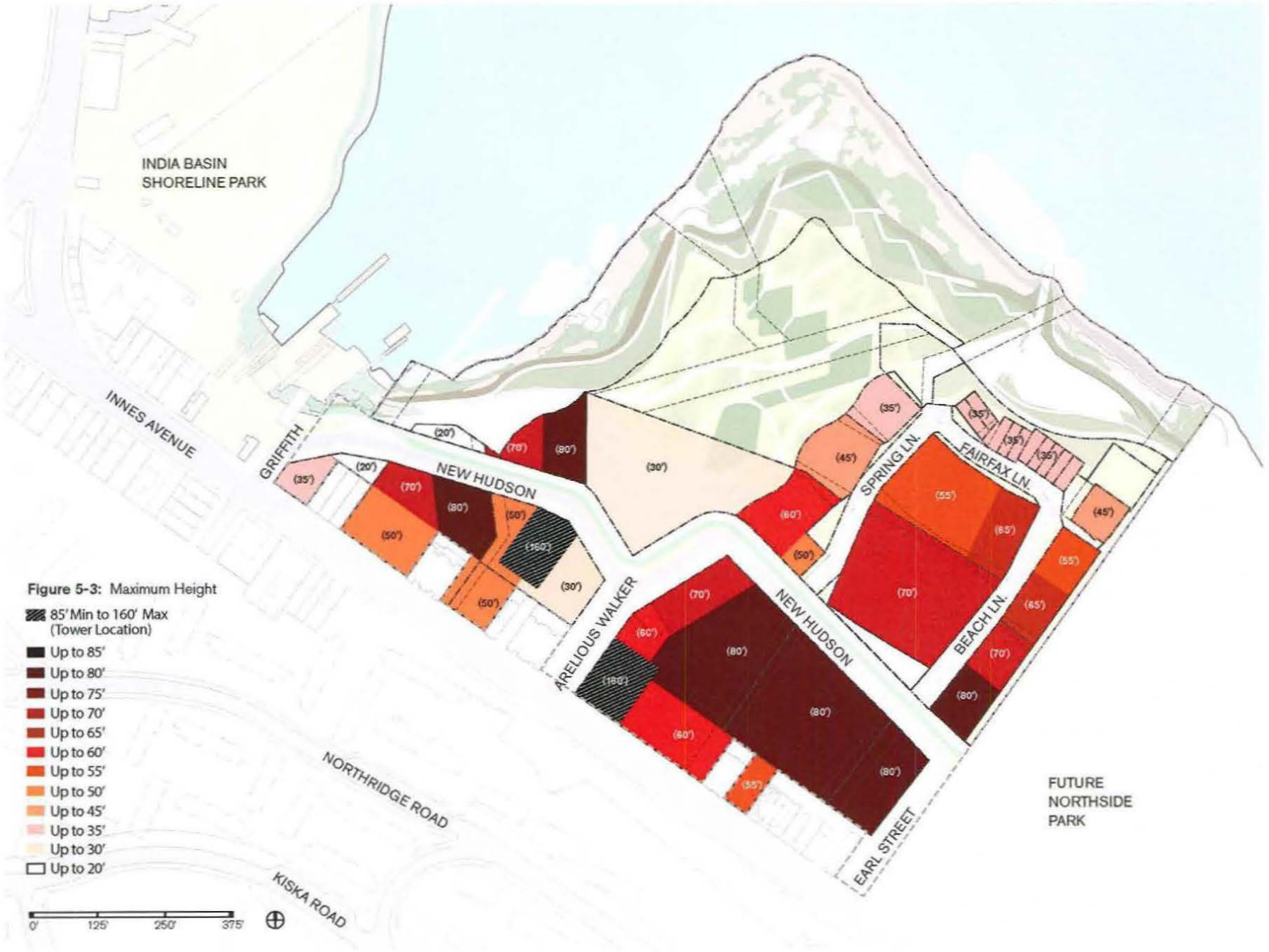


Figure 5-3: Maximum Height

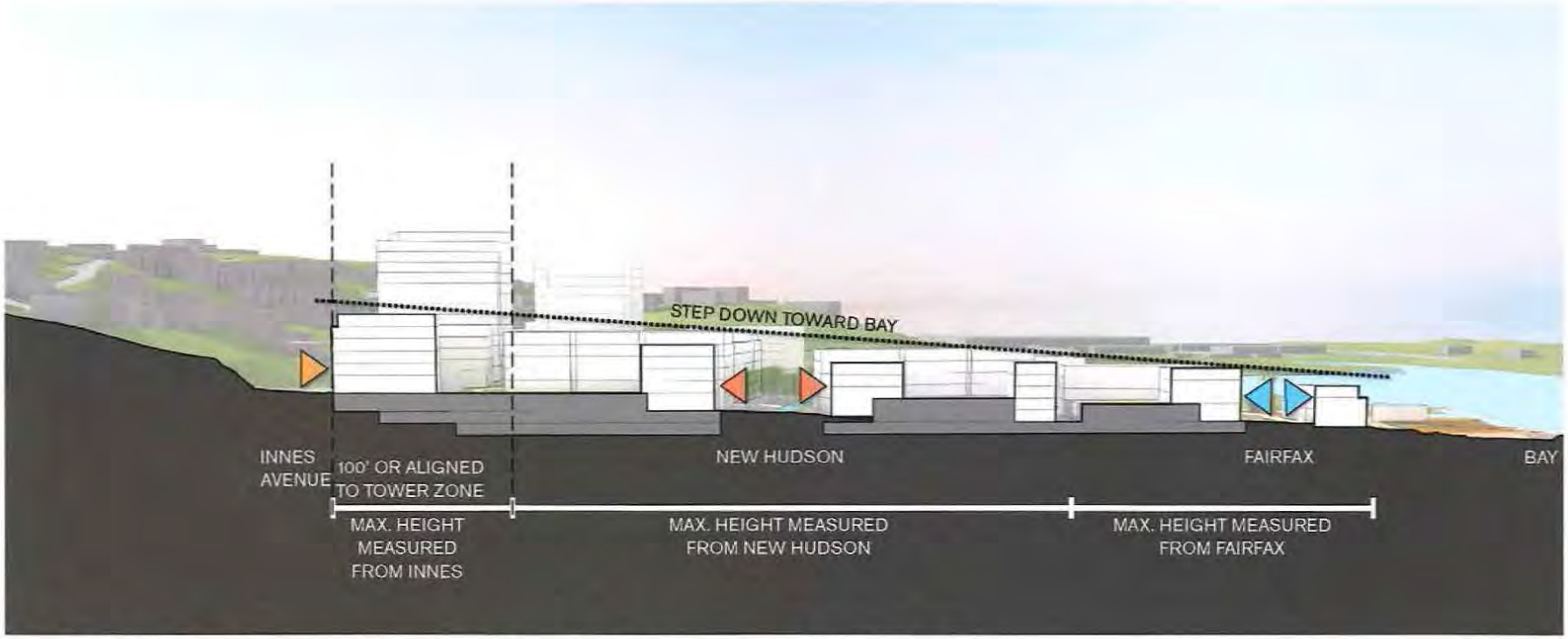


Figure 5-4: Building Height Measurement Concept - Streets From Which the Measurement of Height is to be Taken.

5.2.5 Allowable Projections The following additional features may project above the applicable maximum height limit or the roof of the last habitable floor, whichever is less, provided the sum of the areas of such features is less than or equal to 20% of the total roof area:

- Mechanical equipment and appurtenances necessary to the operation or maintenance of the building or structure itself, including chimneys, ventilators, plumbing vent stacks, cooling towers, water tanks, and window-washing equipment, together with visual screening for any such features. Projection above the roof of the last habitable floor shall not exceed 20'-0". Refer to 6.4.2 for details on screening of rooftop features.
- Elevator, stair and mechanical penthouses, skylights and dormer windows. Projection above the roof of the last habitable floor shall not exceed 20'-0".
- Habitable enclosed space (such as a community room) that supports the use of communal rooftop outdoor space (such as a roof terrace or deck).

5.2.6 Energy Collection Devices Panels or devices for the collection of solar or wind energy shall not exceed 5'-0" above the roof of the last habitable floor. Such devices shall be permitted to project up to 20'-0" above the roof of the last habitable floor if and only if the device has a projected floor area equal to or less than 25 square feet and occupies less than 20% of the total roof area.

5.2.7 Windscreens Windscreens with a maximum height of 8' shall be permitted on building roofs at a minimum distance of 8' from the building roof's edge. Windscreens shall have a minimum transparency of 80% and shall not be subject to Standard 5.2.5.

Figure 5-5: Building Height Measurement - Streets from which the Measurement of Height is to be Taken

5.3 Tower Controls

Tower Controls

Special design consideration is appropriate for buildings that appreciably exceed the height of the predominant neighborhood fabric. When designed well, towers elevate architectural expression – celebrating human ingenuity, creativity, and optimism. Towers reinforce legibility, often becoming highly-regarded landmarks synonymous with neighborhood identity. Towers have been located to mark the gateway at Arelious Walker and to anchor the Public Market. Consistent with the guiding principle to "Craft a Human-Scale Village" Towers shall comply with the following Standards and Guidelines.

Standards

5.3.1 Tower Locations Towers are located in parcels H1 and C1 as shown in Figure 5-3. Within these locations, buildings taller than the surrounding height limit are permitted. Precise position and dimensions for the tower locations are shown in the Parcel Control Plan or as further amended by the Subdivision Map.

5.3.2 Height Requirements Tower heights shall be per standard 5.2.3, and shall be subject to other height controls outlined in Section 5.2 of these Design Standards and Guidelines.

5.3.3 Maximum Floor Area Tower floor plates located at 60' above grade and higher shall not exceed a maximum area of 12,000 gsf and shall not extend beyond the limits of the Tower Location boundaries with the exception of allowable projections and balconies as outlined in Standard 5.4.6 (see parcel control plan in the Appendix for Tower Location boundary dimensions).

5.3.4 Major and Minor Face For purposes of controlling bulk and massing, towers at India Basin shall consist of two Major Faces and two Minor Faces each. The Major Faces and Minor faces of each tower shall correspond with the longer and shorter edges of the Tower Location boundaries, respectively, as illustrated in Figures 5-6, 5-7, and as identified in the Parcel Control Plan in the Appendix (Figures A-1 and A-5). Articulation requirement at the Major and Minor Faces of the tower are outlined in Standard 5.3.5 Massing Requirements.

5.3.5 Massing Requirements To reduce the overall apparent bulk and massing of the towers, the major and minor faces of floors 60' above grade and higher shall be subdivided into two or more apparent faces. Each apparent face shall be distiguished from an adjacent apparent face by a notch no less than 5' deep by 5' wide or a change-in-plane no less than 10' deep. Regardless of the method by which they are distiguished, apparent faces along the Major and Minor Faces shall have lengths no shorter and no longer than the corresponding dimension ranges shown in Figure 5-7 (10'minimum to 90' maximum at a Major Face and 10' minimum to 60' maximum at a Minor Face).

5.3.6 Transit Plaza at Parcel H1 Tower Ground Floor See Sections 5.1 and 5.4 for additional massing requirements related to the Transit Plaza at the ground level of the Tower in Parcel H1. Also, see Chapter 2, Section 2.2 for Transit Plaza public realm and open space specifications.

Guidelines

5.3.5. Tower Form The form of the tower shall incorporate suitable means to complement the scale and proportion of neighboring buildings. This may include, but shall not be limited to:

- Stepped, tapered or sculpted tower forms encouraging slender buildings and emphasizing smaller volumes that reinforce the distinctive identity of India Basin.

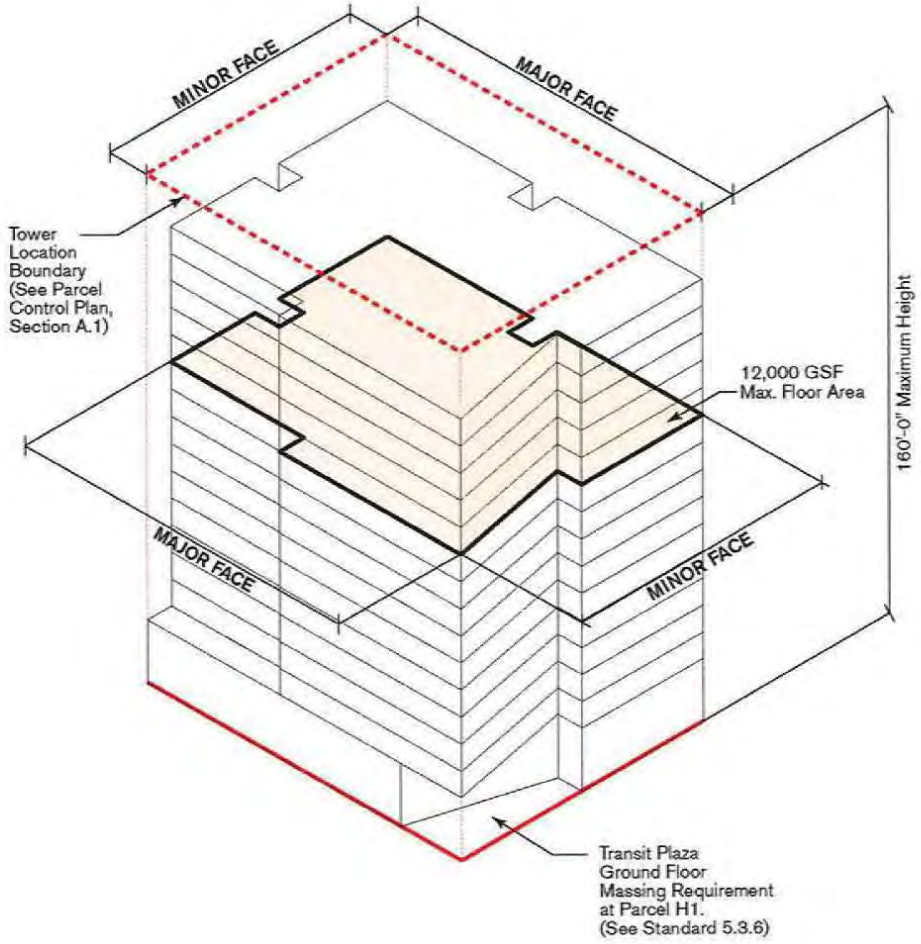


Figure 5-6: Tower Controls - Axon

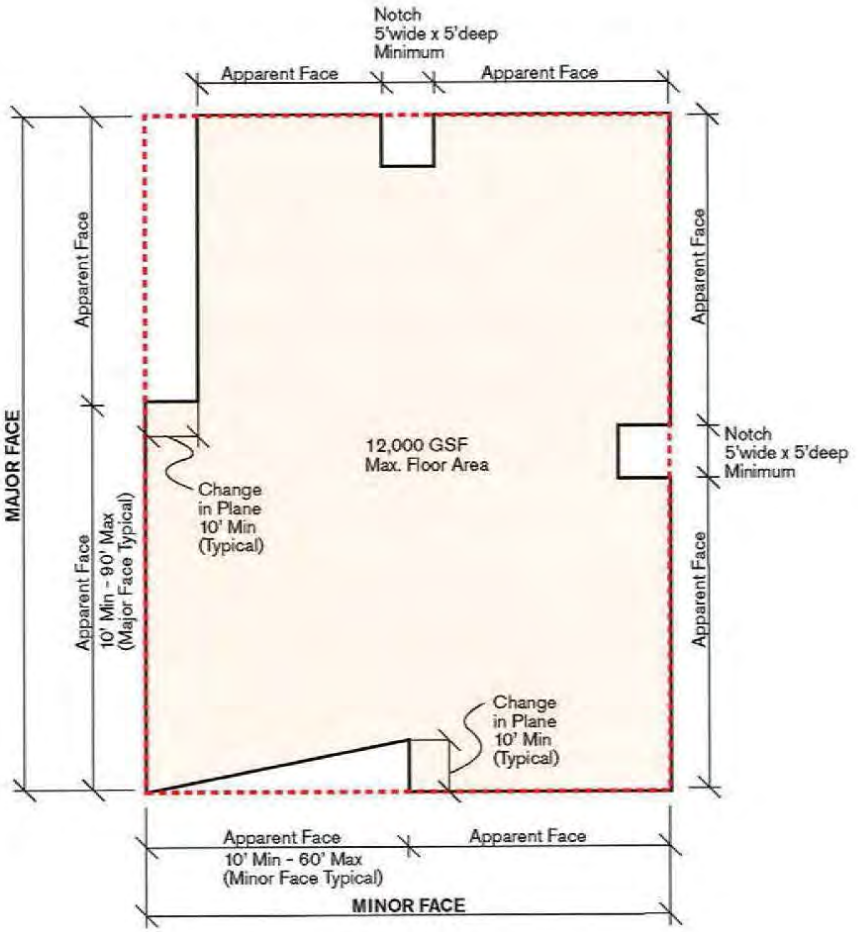


Figure 5-7: Tower Controls - Plan

5.4 Setbacks

"Buildings provide an active and transparent interface between their interior uses and the street support well-being and safety through natural surveillance. Ground floors with residential stoops, setbacks, retail, lobby entrances, and upper levels with balconies create an engaging, human-scale street level experience."

–San Francisco Urban Design Guidelines, March 2018 Draft

Setbacks

Setbacks provide a transition zone between the public and private realms and offer comfortable occupiable space that encourages the simple act of dwelling "in public." Thoughtfully-designed setbacks provide a physical infrastructure for the social functioning of the community. They are the space in which ground floors engage the street with pedestrian-oriented and welcoming frontages that enhance the vitality of the public realm. Setbacks are located strategically to provide space for elements which activate the private edge of the public realm such as retail stands, outdoor seating, and dining areas. Larger setbacks along residential frontages allow for stairs, stoops, private gardens, patios, and planted buffers that support comfort and foster social interaction among neighbors.

Standards

5.4.1 Setbacks, Location The development shall have setbacks where indicated in Figure 5-8 and shall comply with the following standards and guidelines.

5.4.2 Measurement Where required, the setback line shall be set at a uniform, horizontal distance, measured perpendicularly from the property line (or parcel break line, where present), at a distance equal to that shown in Figure 5-8. All building facades shall be built at the required setback line with the exception of areas where setbacks are required to be a 9' minimum. In these areas, the building facade shall be allowed to be further back from the required 9' minimum setback dimension. For all areas, setbacks shall allow for required ground floor recesses, required stepbacks, and permitted variations, projections and recesses as outlined in this section and section 5.6, Streetwall. For requirements in areas called out as unique setbacks, see 5.4.4 - 5.4.5 and Figure 5-9 and Figure 5-10.

5.4.3 Setbacks and Land Use Setbacks shall be coordinated with ground floor land use provisions per the standards and guidelines in Chapter 4 and shall follow the residential and non-residential setback controls in this section accordingly.

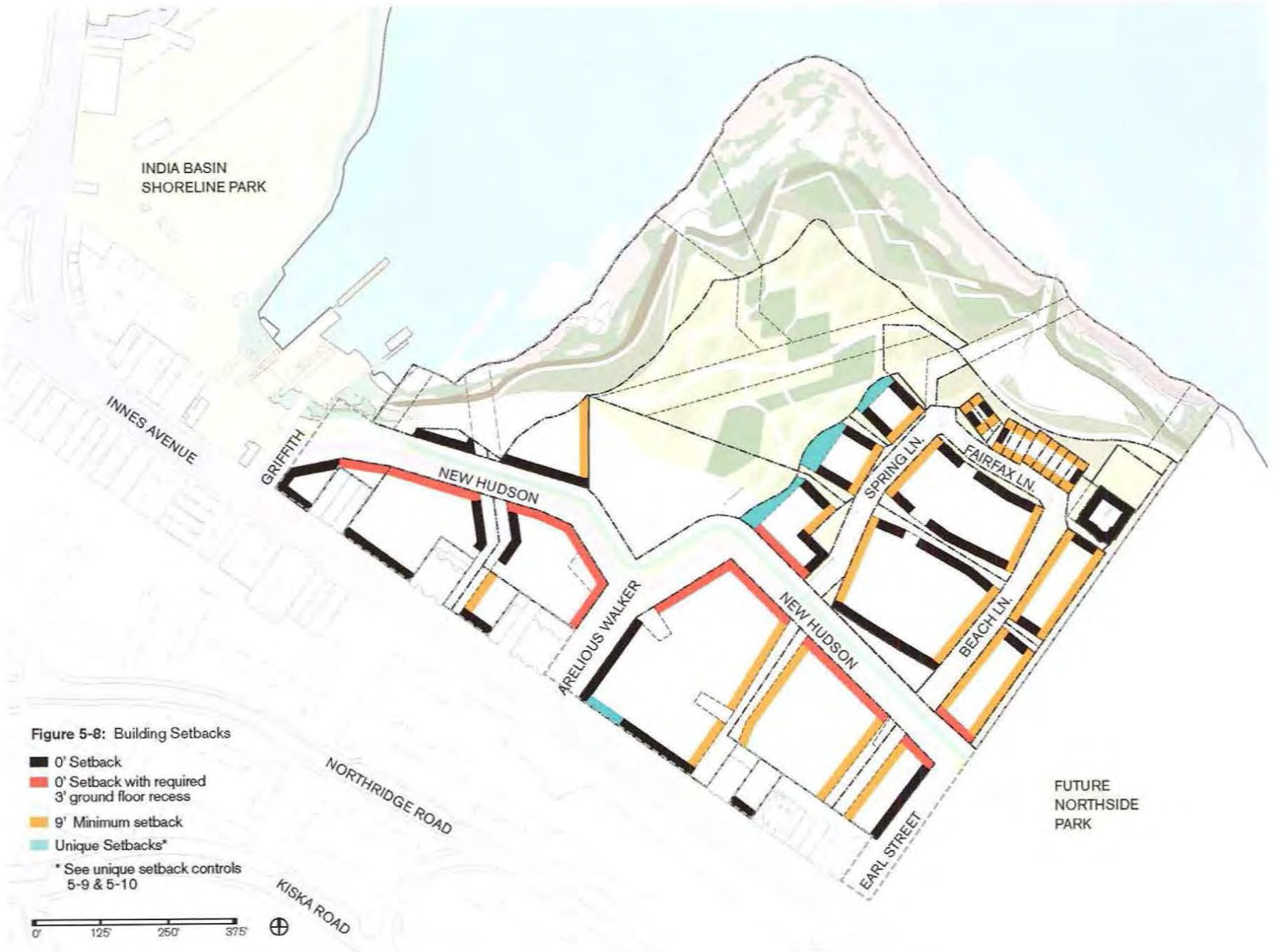


Figure 5-8: Building Setbacks

Figure 5-9: Unique Setbacks at Open Space Edge - Plan

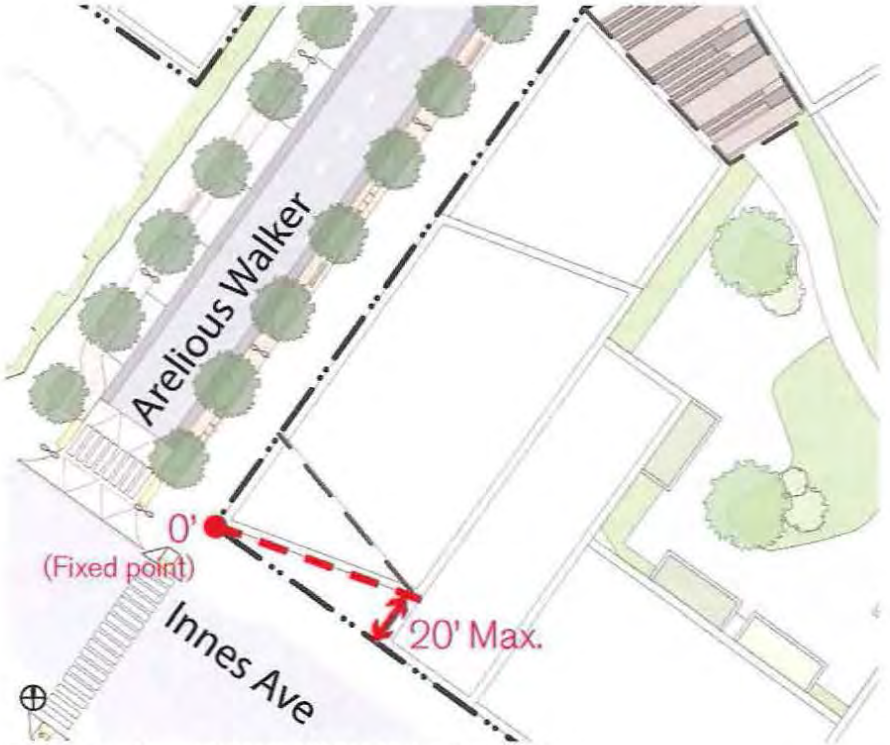


Figure 5-10: Unique Setback at Transit Plaza Tower - Plan

Unique Setbacks

5.4.4 Unique Setback at Open Space Edge

The unique setback lines identified in Figure 5-8 for parcels F-3, F-4, and F-5 shall be set at a distance of 70' from their respective Southeastern parcel line as illustrated in Figure 5-9 and further dimensioned in the Parcel Control Plan. Stoops, terraces, spill-out areas, and other non-enclosed occupiable areas are permitted in the setback zone. See Figure 5-18 for additional requirements regarding stoops, terraces, and other encroachments into the Open Space Edge setback zone.

5.4.5 Unique Setback at Transit Plaza Tower

The unique setback on parcel H1, identified in Figure 5-8 and illustrated in Figure 5-10, applies to the tower location in parcel H1 for all floors above the required 20' clear height established by the Transit Plaza Parcel Break (Standard 5.1.3). These floors shall have a setback defined by a fixed point at the parcel corner of Innes Ave and Arelious Walker (see 0' setback fixed point in Figure 5-10) and a maximum setback distance of 20' from the parcel line along the rest of the unique setback facing Innes Ave. The setback line need not be uniform. The area within the Transit Plaza Parcel Break and the building surfaces which define it shall be exempt from this unique setback requirement.

Allowable Projections and Recesses

5.4.6 Projections and Recesses above Ground Level Projections and recesses shall be permitted along the façade above ground level. Such projections shall extend no more than 3' forward and 3' back from the setback line. For projections above ground level over a setback greater than 1', projections shall extend no more than 4' forward of the required setback line (Figure 5-11). All projections shall extend no lower than the underside of structure of the second floor or 12' from grade, whichever is greater, so as not to obstruct the pedestrian realm physically or visually. At no point shall allowable projections greater than 1' constitute more than 50% of any given streetwall requirement as defined in Section 5.6 of these Design Standards and Guidelines. For floors above 60' at the tower locations identified in Sections 5.2 and 5.3, the Tower Location boundaries (as dimensioned in the Parcel Control Plan in the Appendix) shall function as the setback lines relative to the allowable projection and recess dimensions outlined in this standard.

5.4.7 Projections and Recesses at Ground Level Non-occupiable projections at ground level (such as expressed structural bays or shading fins) shall be permitted but may extend no more than 18" forward of a parcel line, parcel break line where present, setback line where present or into the required ground floor recess where present. The sum of the surface areas of such projections shall be no more than 20% of the total surface area of the ground floor façade. At no point shall such projections reduce the clear travel width for pedestrians to less that 7'-6." Recesses at grade shall be no greater than 6' from the required setback line (where a 3' ground floor recess is required, the 3' required recess shall count against the total allowable 6' recess). A 9' maximum recess shall be permitted at grade for residential entries along facades with a 0' required setback.

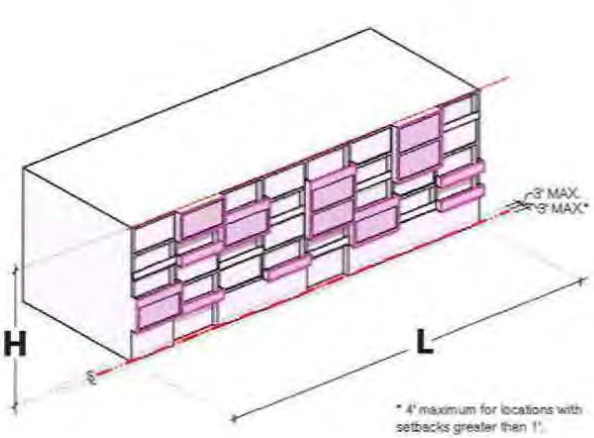


Figure 5-11: Allowable Projections and Recesses

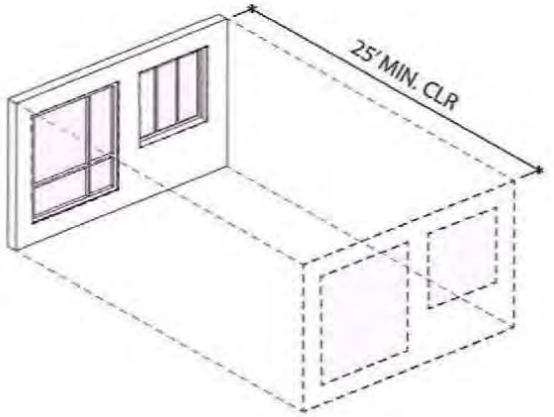


Figure 5-12: Minimum Dwelling Unit Exposure

Dwelling Unit Exposure

5.4.8 Minimum Dwelling Unit Exposure All required dwelling unit windows and openings as defined by Section 504: Light and Ventilation of the San Francisco Housing Code shall face directly on an open area such as a public street, laneway, parcel break, trail, or unobstructed open space, each as defined in Chapter 2 of these design standards and guidelines. All exterior windows and openings required for light and air shall be unobstructed for a minimum horizontal clear distance of 25'-0" measured perpendicularly from the required window or opening face (see Figure 5-12). All such required exterior windows and openings shall be open to the sky with the exception of permitted overhangs and projections as defined in Chapter 5 of these Design Standards and Guidelines. Increases in horizontal dimensions on subsequent higher floors, otherwise required by the Planning Code, are not required here.

Non-Residential Setbacks

Non-Residential Setbacks are designed to incorporate retail stands, outdoor seating, and other elements that allow occupation and activation of the public realm.

Refer to Section 4.4 Ground Floor Use Requirements for additional guidance on Active Ground Floor treatment.

Standards

5.4.9 Controls Non-Residential Setbacks shall comply with the controls illustrated in the Non-Residential Setback Controls, Figure 5-13 through 5-15.

Non-Residential Setback

Non-Residential Setback Key

A ENCLOSED BUILDING AREA OR BALCONY, 12' MINIMUM ABOVE GRADE

B FACADE PROJECTIONS INCLUDING SIGNAGE, CANOPY, AWNING, SHADING DEVICE, LIGHTING, 10' MINIMUM ABOVE GRADE

℄ PROPERTY LINE

℄ SETBACK LINE

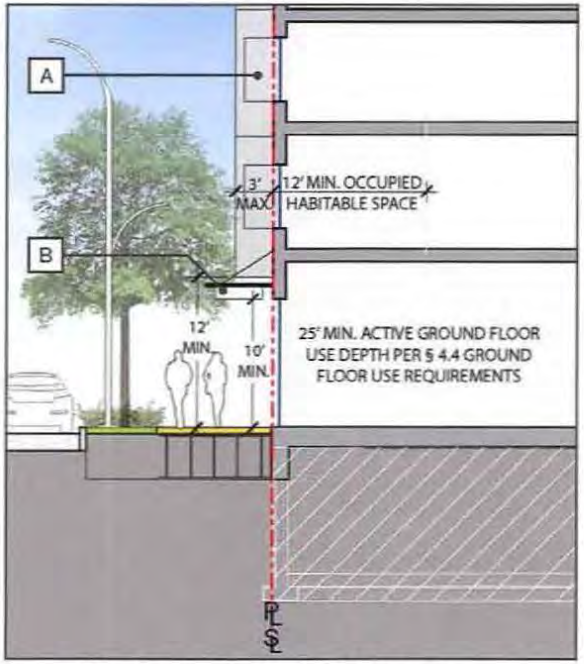


Figure 5-13: 0' Setback - Non-Residential GF

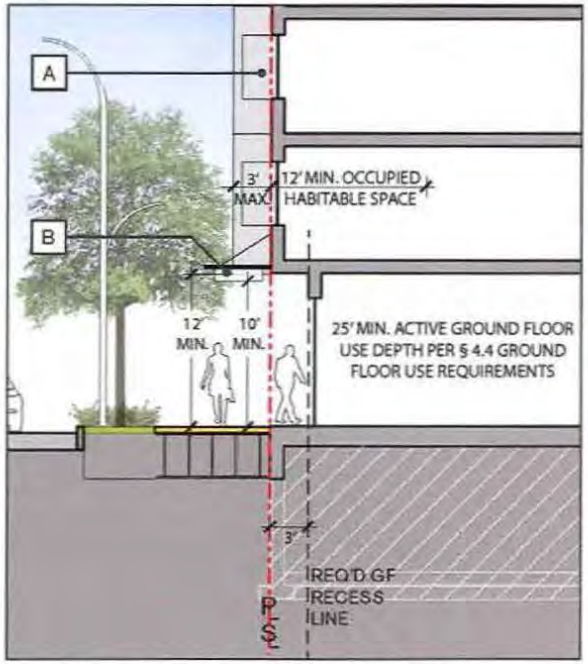


Figure 5-14: 0' Setback w 3' Req'd GF Recess

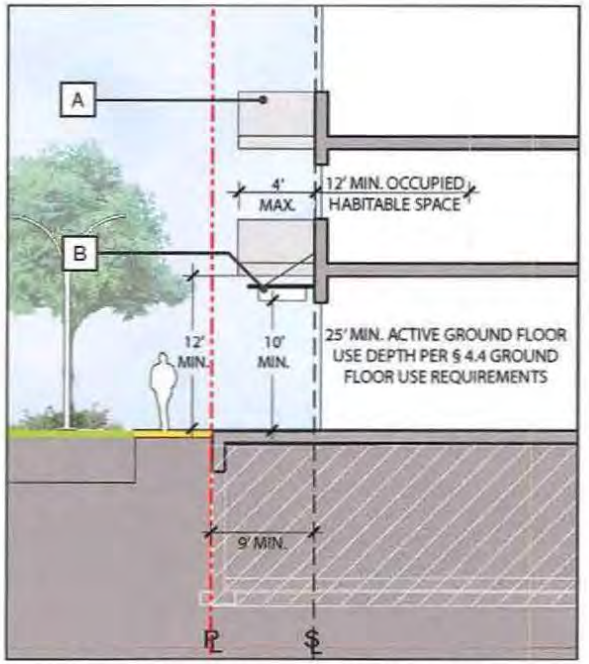


Figure 5-15: 9' Min. Setback - Non-Residential GF

0' Setback - Non-Residential GF

The 0'-0" setback provides the strongest definition of streetwall, with direct adjacency of public and private realms. This condition is used to promote a vibrant urban character with active ground floor uses providing neighborhood-serving amenities.

0' Setback w 3' Req'd Ground Floor Recess

The 0' setback above ground level provides a strong definition of streetwall, while the 3' recess below allows for weather-protected entries, terraces, spill-out spaces and outdoor seating to promote interaction between the public and private realms. This condition is used to promote a vibrant urban character with active ground floor uses providing neighborhood-serving amenities and food and beverage facilities.

9' Minimum Setback - Non-Residential GF

The 9' minimum setback is a special condition, where non-residential use faces onto a public plaza or other open space. It allows for a generous zone of privately-owned space to feel like part of the public realm. This setback encourages weather-protected entries and terraces, spill-out spaces and outdoor seating to promote interaction between the public and private realms.

Residential Setbacks

Residential setbacks include stairs, stoops, private gardens, patios, and planted buffers that provide supplementary usable private open space for residents in a way that facilitates social interaction among neighbors. Units built immediately up to a sidewalk edge with no transition or buffer space reduce the habitability of ground floor residential spaces, and consequentially diminishes the pedestrian experience. Adequate transition space from a public sidewalk or open space to the ground floor of a residential unit is needed to maintain a level of privacy, promote passive surveillance, and enhance the pedestrian experience.

Residential Setback

Residential Setback Key

- A ENCLOSED BUILDING AREA OR BALCONY, 12' MINIMUM ABOVE GRADE
- B FACADE PROJECTIONS INCLUDING SIGNAGE, CANOPY, AWNING, SHADING DEVICE, LIGHTING, 10' MINIMUM ABOVE GRADE
- C STOOPS, TERRACES, STAIRS, PATIOS, YARDS, FENCES, GUARDRAILS, FREE-STANDING SIGNAGE AND LIGHTING
- D WHERE BELOW-GRADE BUILDING AREA (SUCH AS GARAGE OR BASEMENT) ENCROACHES INTO SETBACK ZONE, MINIMUM OF 3' SOIL DEPTH FROM GRADE TO TOP OF STRUCTURE
- E VEGETATED BUFFER OR RAISED PLANTER, MINIMUM OF 18" WIDTH FOR 50% OF REQUIRED LINEAR PARALLEL FRONTAGE
- ℄ PROPERTY LINE
- ℄ SETBACK LINE

Standards

5.4.10 Controls Residential Setbacks shall comply with the controls illustrated in the Residential Setback Controls, Figure 5-16 through 5-18.

5.4.11 Planting Depth Basement levels of buildings are permitted to project into the setback; however, projections must be a minimum of three feet below grade to allow for adequate planting depth.

Guidelines

5.4.12 Applicability Residential Setbacks shall comply with these Guidelines and Standards, and shall demonstrate consistency with the City of San Francisco "Guidelines for Ground Floor Residential Design," as adopted and periodically amended by the Planning Commission. Where discrepancies exist between the two, these Guidelines and Standards shall take precedence.

5.4.13 Common and Private Areas Residential Setbacks are divided into common and private setback areas (Figure 5-16 through 5-18). Private setback areas are for use by adjacent residential dwelling units. Common setback areas provide a landscape buffer that shall be implemented and maintained by the building owner or owner association (OA). Stairs and stoops are excluded from the common area requirement and may extend into the common area. Materials, surface treatments, planting, and other elements within the common area of Residential Setbacks shall coordinate with those specified for the Public Realm in Section 2.3, Public Realm and Open Space Elements.

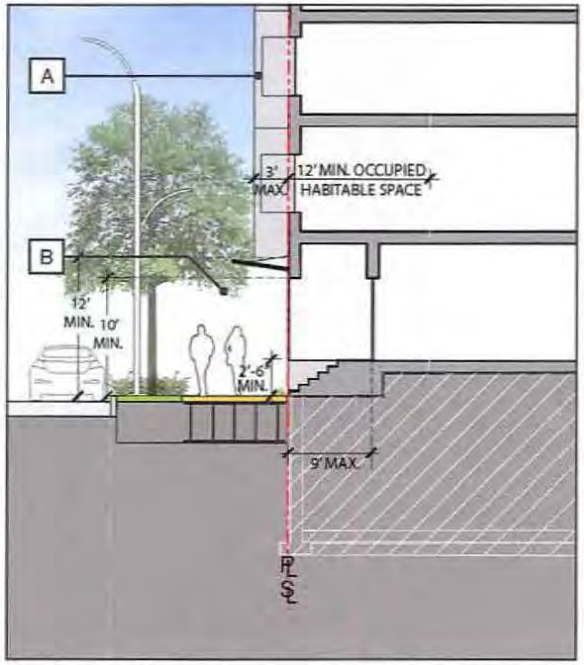


Figure 5-16: 0' Setback w Recessed GF Resid. Entry

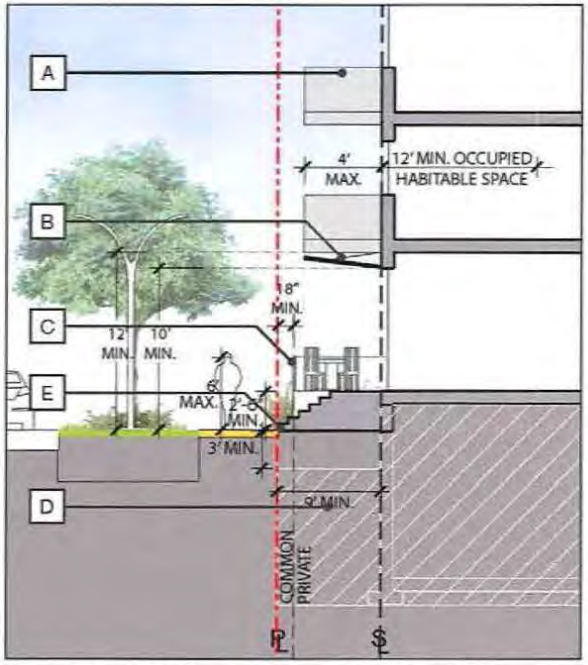


Figure 5-17: 9' Minimum Setback - Residential GF

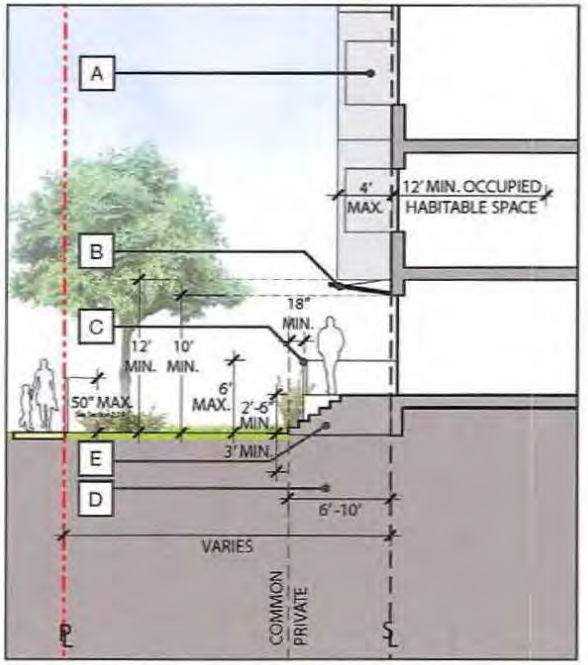


Figure 5-18: Open Space Edge Setback – Varies

0' Setback w Recessed GF Resid. Entry

The 0' Setback with recessed ground floor entry is a special condition that provides for maximum streetwall definition but permits for residences to incorporate elements like stoops leading into slightly elevated ground levels (for privacy). This condition would appear along areas like Innes Ave where the streetwall must largely be held at the parcel line but active ground floor uses allow for both residential and non-residential ground floors.

9' Min. Setback - Residential GF

The 9' Minimum Residential Setback provides a physical and psychological comfort buffer between sidewalk activity and residential uses at lower levels. This condition allows ample space for entry steps, stoops, porches, patios, or terraces that afford supplementary usable private open space for residents in a way that also enhances community social interaction and passive surveillance.

Open Space Edge Setback - Varies

The variable Open Space Edge Setback occurs where the Flats meet the Big Green. Here, the alignment of pathways, in concert with topography and other landscape elements, provides clear separation between the public and private realms. This transition space serves as a buffer that allows direct connection of residences to nature while also maintaining a degree of privacy from the public activity of the Big Green. See 5.4.4 for other details.

5.5 Stepbacks

Stepbacks

Stepbacks are defined as a horizontal setback from the vertical building face of the top floor(s), generally one to two floors, as illustrated in Figure 5-19. Required Stepbacks are shown in Figure 5-20.

The India Basin project employs Stepbacks to decrease the perceived height of building and allow more light into the public realm to improve pedestrian comfort.

Standards

5.5.1 Stepback, Where Required Where indicated in Figure 5-20 provide a stepback at the top floor, regardless of height [i.e. this is a requirement regardless of whether a building is built to its maximum height], of no less than 6'-0." Stepbacks may extend for more than one floor but not exceed more than three floors.

5.5.2 Stepback H2-North For stepback labeled H2-North in Figure 5-20, a stepback of no less than 9'-0" shall be provided for the top floor and a stepback of no less than 6'-0" for the floor immediately below the top floor (See Figure 5-19).

5.5.3 Guardrails Guardrails no taller than 50" with a minimum transparency of 80% shall be permitted at the perimeter of these required stepbacks.

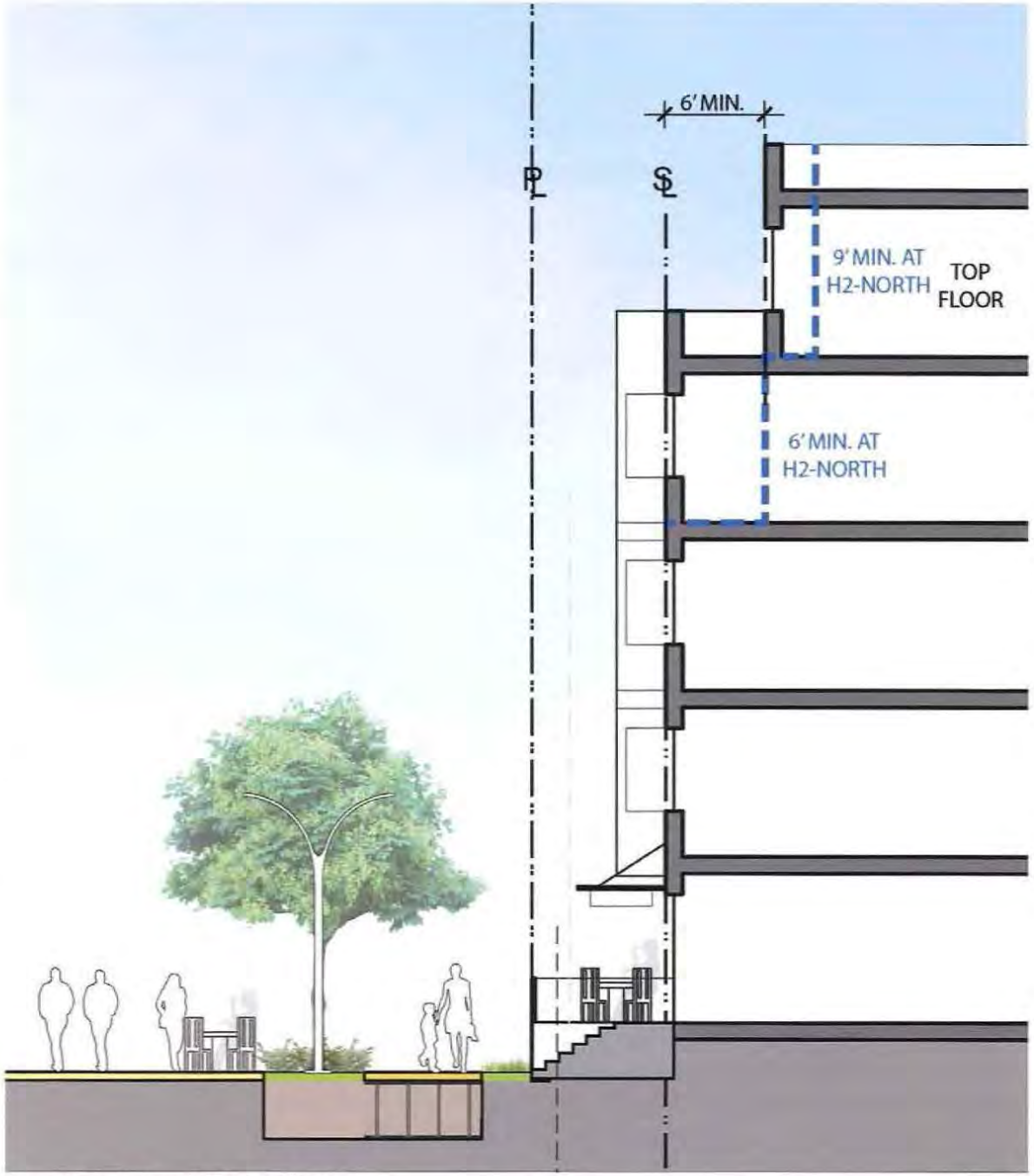


Figure 5-19: Building Stepback - Section

Figure 5-20: Building Stepbacks

5.6 Streetwall Requirements

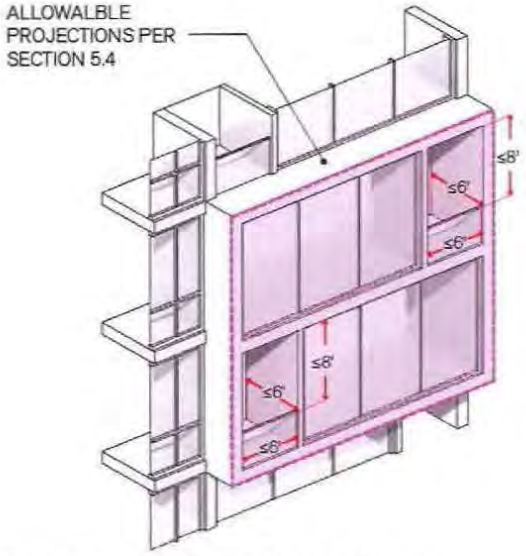


Figure 5-21: Predominant Surface, Defined

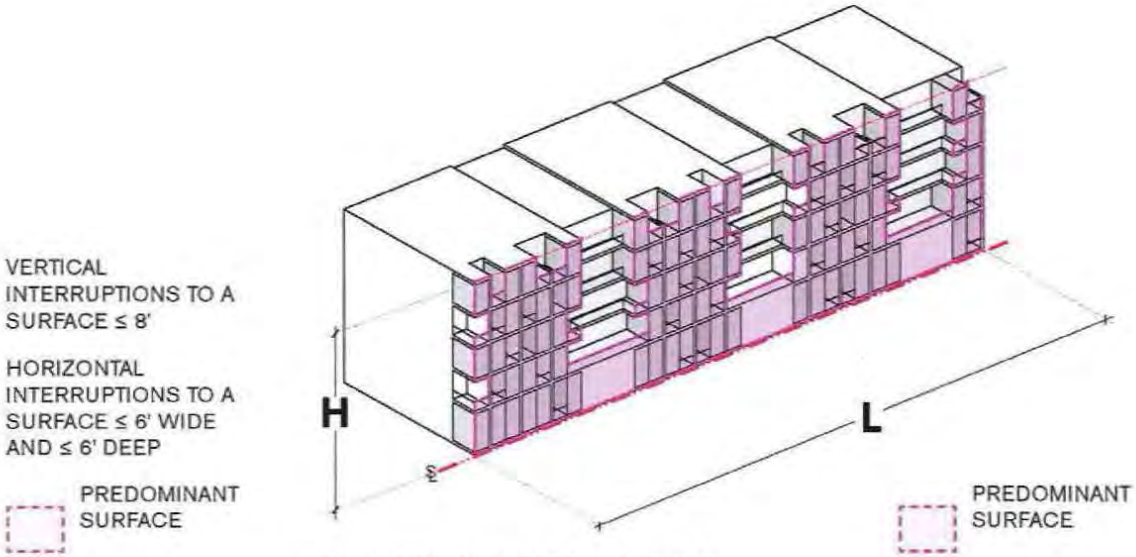


Figure 5-22: Predominant Surface Area

Streetwall

Streetwalls are used to define the public realm and to engage the street. A well-designed street wall establishes strong definition while shaping a human-scaled environment with sufficient variation, modulation, and character.

Standards

5.6.1 Streetwall, Where Required A streetwall shall be required along all parcel lines, parcel break lines, or setback lines as indicated in Figure 5-23. Where a required setback exists, the streetwall shall be set at the setback line. At no point shall a streetwall exceed 225' in length. Exact dimensions and locations of streetwall segments are shown on the Parcel Control Plan or as further amended by the Subdivision Map. All streetwalls shall comply with the following Streetwall Standards and Guidelines.

5.6.2 Predominant Surface, Defined In order to allow for facades with rich articulation and modulation, a streetwall, in this project, shall be defined in terms of a Predominant Surface Area and not a traditional surface area. A Predominant Surface Area shall be a coplanar facade area whose openings do not exceed any of the following: 8' maximum height, 6' maximum width, and a 6' maximum recessed depth as measured from the coplanar sides (See Figure 5-21 and Figure 5-22). A Predominant Surface and its interruptions may be contained within an allowable projection or recess (per Section 5.4) as illustrated in Figure 5-21.

Figure 5-23: Streetwall Locations

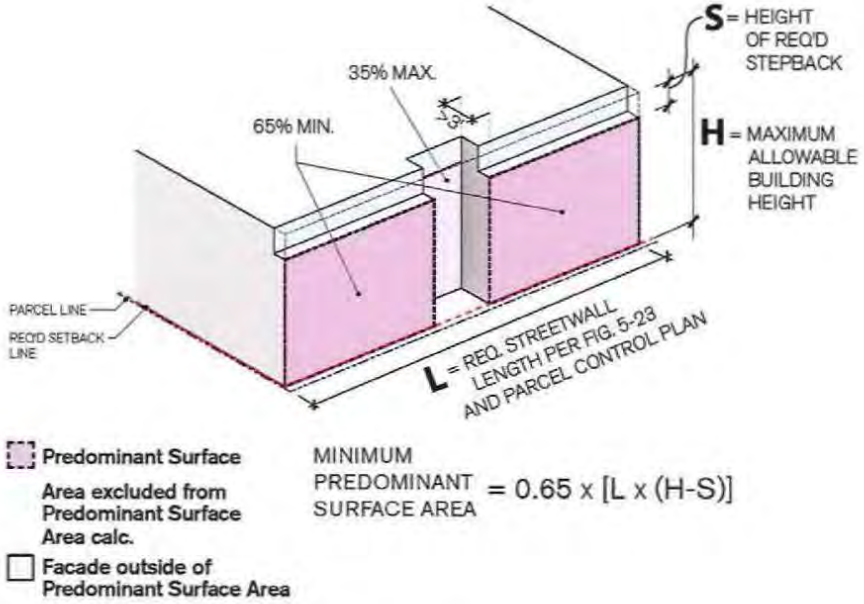


Figure 5-24: Minimum Predominant Surface Area

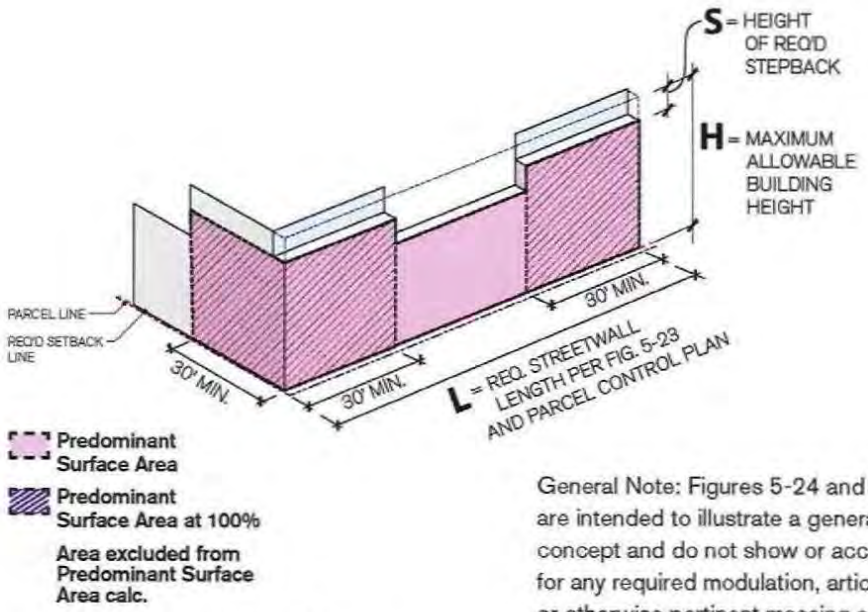


Figure 5-25: Streetwall Parcel Corners

General Note: Figures 5-24 and 5-25 are intended to illustrate a general concept and do not show or account for any required modulation, articulation, or otherwise pertinent massing and architectural design controls.

5.6.3 Streetwall and Predominant Surface Area, Measured At the required streetwall locations indicated on Figure 5-23, the streetwall shall be built to satisfy a minimum Predominant Surface Area of 65% calculated as the full length of the corresponding line segment shown in Figure 5-23 multiplied by the maximum allowable height per Figure 5-3. Any area within a required stepback shall be omitted from the minimum predominant surface calculation (See Figure 5-24). Where required by Figure 5-23, the predominant surface area shall be measured at the parcel line, parcel break line where present, or required setback line where present. Allowable projections and recesses as defined in section 5.4 shall count toward the minimum Predominant Surface Area requirement.

5.6.4 Streetwall, Parcel Corners Where a streetwall is required, buildings shall maintain a Predominant Surface Area of 100% (excluding any required stepbacks) at the parcel line, parcel break line where present, or required setback line where present, for the first 30'-0" of each corner facing Arelious Walker Dr, New Hudson Ave, or Innes Ave, whichever applies. See Figure 5-25.

Guidelines

5.6.5 Definition, Modulation and Variation Streetwalls at India Basin shall achieve a high degree of public realm definition, facade variation and human scaled modulation. Modulation and variation may be achieved using a range of architectural strategies, including but not limited to the strategies outlined in Chapter 6, Architecture, Section 6.2 and 6.3.

1. Change in Plane
2. Change in Plane
3. Recessed Setback
4. Vertical Recess, Window Protrusion
5. Change in Plane

06

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Architecture

Chapter 06: Architecture

6.1 Architectural Intent
6.2 Base
6.3 Facade
6.4 Roof
6.5 High Performance Building Design

This chapter elaborates the Architectural Standards and Guidelines for India Basin, or the architectural vocabulary and controls for the development. The Standards and Guidelines are organized according to building elements: Base, Façade, Roof, and Systems Performance.

The following chapter elaborates on what should be part of the urban framework of the area, and gives specific guidelines for achieving the overall intent and nature of the neighborhood.

With specific instructions for form and massing of each type of building, a large development can have a unity of purpose, while maintaining a unique visual language everyone can enjoy and appreciate. Giving clarity to various physical elements can enhance the human perceptive experience, and keep the neighborhood Human Scale. By highlighting multiple design strategies to achieve the overarching visual language of India Basin, this chapter seeks to create a comprehensive guide, while allowing a large degree of creative freedom in the design of each building.

6.1 Architectural Intent

"Urban form that considers the quality and functionality of the building fabric, streets and open spaces contributes to the livability of San Francisco... Buildings that enhance the connection between the inner life of buildings and the outer public realm also help engage people to the larger sense of activity and spirit of the place in which they live."

– *San Francisco Urban Design Guidelines, August 2016 Draft*

The architectural intent for India Basin draws inspiration from the Project Vision to integrate ecology and urbanity in the form of a human-scale village. This entails the calibration of building Form, Proportion, Variation, Modulation, Rhythm, Articulation, Depth, Threshold, Materiality, Texture and Color of physical elements to the speed, range, capabilities and delights of human sensory perception. An architecture for the Human Scale compels:

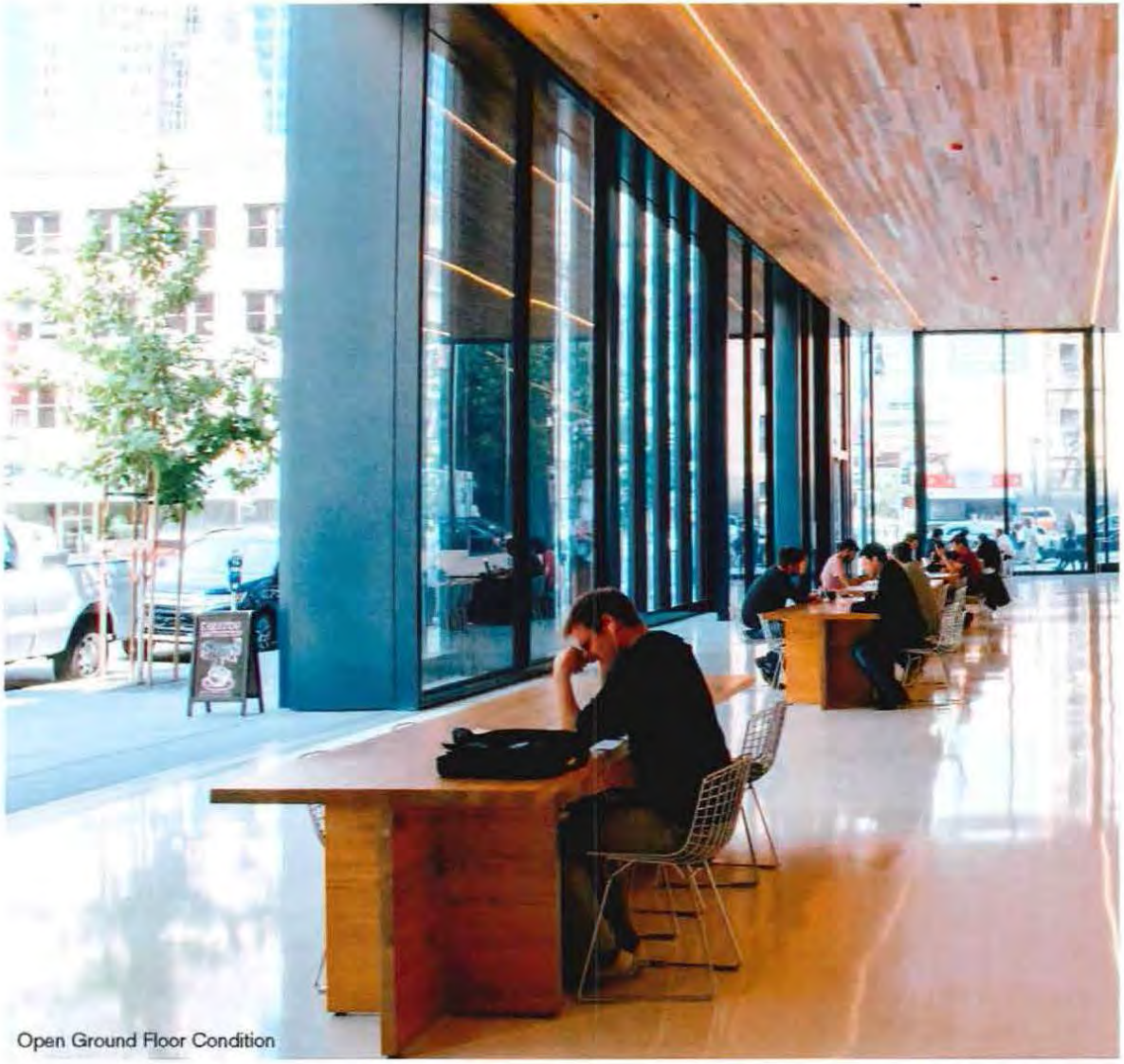
Variety: Variety in this architectural context is a condition of difference of forms, features or other characteristics manifest amongst a group of proximate buildings. Variety is essential to the richness of experience necessary for a welcoming, attractive and vibrant pedestrian environment.

Tectonics: Tectonics is the science and art of construction as it relates to both use and appearance. It refers not just to the activity of making the materially requisite construction that answers certain needs, but also to the activity that raises this construction to an art form. It is the expression of material depth and tactility through the means and methods of craft — the evident effect of materiality on the experience of space.

Resonance: With buildings, as with people, good neighbors make great neighborhoods. As each new structure is added to India Basin, the built context is enriched. Subsequent additions to the neighborhood are obliged to respond with appropriate sensitivity and contextual resonance.

An Architecture for the Human Scale.

6.2 Base



Open Ground Floor Condition

The Base refers to the first few floors of a building from grade, specifically the ground floor, where it faces the public realm or open space. This section focuses on the architectural quality of a building's base with the intent of encouraging designs that naturally enhance the experience of pedestrians at the ground level and their engagement with the buildings around them. Design controls key to this goal such as ground level orientation, modulation, transparency, and threshold treatment are addressed in this section.

6.2.1

Street Orientation

Engagement between the public and private realms is foundational to urbanity. This engagement is reflected in the orientation of a building to the public right-of-way. Generous, transparent, open and otherwise inviting façade treatments express the interrelatedness of public and private and the participation of private space in the public life of the community.

Standards

6.2.1.1 Entry from the Street To create engagement and foot traffic between the ground floor of the buildings and the public realm, the primary entry for each building shall be from a public right-of-way or parcel break. Primary building entries are not permitted to be located on park facing frontages.

Each retail use shall provide a minimum of one entry along a street or open space.

Building facades that face onto a public right-of-way or parcel break shall provide entries no further than 70'-0" apart for 75% of their frontage length. Qualifying entries shall include building access, individual unit entries, or access to ground floor commercial, residential, or retail tenant spaces. Parking entries, storage, exit stairs and building service access are excluded.

Guidelines

6.2.1.2. Public Realm Orientation Non-Residential Storefront façades shall open up to the pedestrian public realm and shall make visible social or common uses. Large movable openings such as pivot, sliding or roll-up windows and doors are encouraged, but not required.

Commercial Ground Floor Use with Outdoor Seating

Recessed Setback for Ground-Floor Retail Facade

Non-Residential Storefront Open to Public Realm

6.2.2

Ground Floor Modulation

Small-Scale Neighborhood Retail With Primary Entry Accessible From Public Right-of-Way

The ground floor of the building most-directly participates in the pedestrian experience. Modulation of the ground floor on 4 to 5-second intervals, but no more than 8 to 10-second intervals, at an average walking speed, provides a frequency of new activities and sights that helps to stimulate the feel of a vibrant environment.

Standards

6.2.2.1 Ground Floor Façade Modulation Buildings shall modulate ground floor façades with vertical articulation at intervals no greater than 30'-0" on-center. Intervals need not be equal but shall not exceed the 30'-0" on-center maximum distance. Modulation and articulation strategies shall comply with Section 6.3.2 Modulation and 6.3.3 Articulation as well as setback and streetwall requirements outlined in Chapter 5 of these design standards and guidelines.

6.2.2.2 Retail Storefront Diversity Individual retail sales and service establishments along a ground floor active use frontage zone outlined in Figure 4-7 shall occupy no more than 75'-0" of any ground floor frontage length.

Guidelines

6.2.2.3 Exterior Modulation Exterior Façade Modulation shall reflect the delineation of structural bays and/or spatial uses on the interior of the Building. Modulation shall reinforce the architectural concept and vocabulary of the building as a holistic composition.

Narrow Retail Frontage

Expressed Structural Bays

Facade Modulation

Transparency

Recessed Facade With Transparency Revealing Active Ground Floor Use

Transparency promotes active interface between exterior and interior uses, provides fluidity between public and private realms and fosters a sense of well-being and security through natural surveillance. Transparency expresses an invitation to participate that evokes a sense of community.

Standards

6.2.3.1 Transparency, Non-Residential Use

The ground floor façade of all non-residential uses shall have a minimum of 65% transparency, excluding portions of an elevation frontage dedicated to parking and loading access, building egress, and mechanical and core systems or other non-occupiable service areas. Transparent areas shall have a sill height no more than 42" from sidewalk grade.

In order to comply, the majority of glazed areas shall be unobstructed by solid window coverings or other features that impede visibility from the public realm into the interior of the ground floor of the building. Darkly-tinted or highly-mirrored glass is prohibited on the ground floor.

6.2.3.2 Non-Retail Commercial Frontage Interior The interior area within four feet from the surface of the window glass shall be at least 75% open to perpendicular view from the street. No partitions parallel to the facade and above 42" shall be located within four feet of the window.

6.2.3.3 Transparency, Residential Use Ground floor residential lobbies and amenities shall have a minimum of 65% transparency in order to enliven the visual interface with the public right-of-way. Transparent areas shall have a sill height of no more than 42" from sidewalk grade. Ground floor residential units shall have a minimum of 40% transparency while allowing for window coverings and elements to maintain privacy for units.

Guideline

6.2.3.4 Transparency and Active Ground Floor Uses The architectural design and design elements of non-residential, non-retail commercial, and residential uses along the ground floor shall be coordinated with the active ground floor use controls outlined in Section 4.5 and the Setback controls in Section 5.4 of these Design Standards and Guidelines.

Low Sill Height at Ground floor Commercial Use

Recessed, Transparent Primary Entry

Transparency at Active Ground Floor Corner Condition

Threshold Treatment

Residential Ground Floor Stoops Facing Public Right-of-Way

Buildings that provide an active and transparent threshold create an engaging interface between exterior and interior uses. Well-designed thresholds provide fluidity between public and private realms and foster a sense of well-being and security through natural surveillance. Gracious thresholds activated with residential stoops, furnishing, interior/exterior public uses and upper levels with balconies create an engaging street level experience and instill a sense of community.

Standards

6.2.4.1 Non-Residential Entry Design Non-residential entry design shall incorporate two or more of the following methods:

- Change in wall/window plane in relation to the primary building façade
- Use of accentuating light and color
- Provide a projecting element above
- Include a change in material or detailing
- Recessed doors or cased openings

6.2.4.2 Residential Entry Design Where individual ground floor entries exist, unit shall have a weather-protected entry directly into the unit. Changes in material, awnings, recessed entries and stoops are encouraged to express the module of the residential unit.

6.2.4.3 Lobby Design Lobby entrances shall occupy a maximum of 30'-0" of façade length within the first interior 25'-0" of the façade. Lobby façade treatment shall maximize transparency to interior common spaces or interior open spaces.

Guidelines

6.2.4.4 Ground Level Entry Design Ground level entry designs and design elements shall be coordinated with the active ground floor use controls outlined in Section 4.5 and the Setback controls in Section 5.4 of these Design Standards and Guidelines.

Non-Residential Primary Entry Threshold

Raised Commercial Ground Floor Terrace With Awning

Weather-Protected Residential Entry

6.3 Facade

Varied Residential Facades Articulated at narrow Intervals

6.3.1

Variation

Variation is a change or difference in form, proportion, position, condition, quantity, level or other compositional characteristic – typically within certain parameters. In design, variation describes adjacent elements comprising both similar and different attributes such that they are recognizable as related.

Standard

6.3.1.1 Façade Variation Individual buildings shall vary from immediately adjacent building(s) in at least three of the following seven ways: building massing, materials, glazing pattern and proportion, integral material color (paint color differences alone do not qualify), architectural detail, articulation, or roofline modulation. All facade variation strategies shall be coordinated with the controls in Section 5.4 Setbacks of these Design Standards and Guidelines.

Facade Modulation by Vertical Protrusions and Recesses

Change in Color and Building Massing Setbacks

Facade Variation

Modulation

Rhythmic Facade Modulation and Active Ground Floor Thresholds

Modulation strategies are occupiable façade elements that are generally less than five feet in depth. Modulation strategies involve creating volumetric shifts that result in proportional parts—or "modules"— in an architectural façade. These strategies may be rhythmic or asymmetric.

Standard

6.3.2.1 Façade Modulation Façade Design shall incorporate either one or both of the following methods: multiple facade systems and/or volumetric facade modulation, as outlined in 6.3.2.2 and 6.3.2.3 and cataloged in the following four pages under Facade Modulation Strategies. All facade modulation strategies shall be coordinated with the controls in Section 5.4 Setbacks of these Design Standards and Guidelines.

6.3.2.2 Multiple Façade Systems Multiple Façade Systems shall be a method of breaking up a single facade length (as defined by Figure 5-23 and the Parcel Control Plan) into distinctly expressed increments no greater than 70' in length. The multiple facade systems method may include but shall not be limited to changes in the façade plane through reveals, facets, recesses, protrusions, or other formal shifts no smaller than 18" wide by 18" deep. Contrasting materials, articulation, or a fenestration pattern aligned with a volumetric shift are encouraged. Paint or coatings do not qualify as contributing to multiple façade systems. A non-exhaustive selection of Multiple Facade Systems is included in the list of Facade Modulation Strategies in the next four pages.

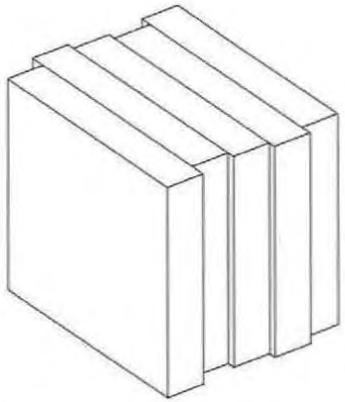
6.3.2.3 Volumetric Façade Modulation Volumetric Façade Modulation shall be a method of breaking up a single facade (as defined by Figure 5-23 and the Parcel Control Plan) through variations in the façade plane and modulation of the building envelope or occupiable space of no less than 2' deep by 4' wide by 1 floor in height applied across at least 30% of the predominant surface area (as defined in Section 5.6). The application of volumetric façade articulation includes, but is not limited to, the following: vertical or horizontal recesses or protrusions, structural expression, shifted modules, bay or sawtooth windows, and balconies. A non-exhaustive selection of Volumetric Facade Modulation examples are included in the list of Facade Modulation Strategies in the next four pages.

Changes in Material, Color, and Depth Along Facade

Facade Depth Through Recessed Balconies and Projections

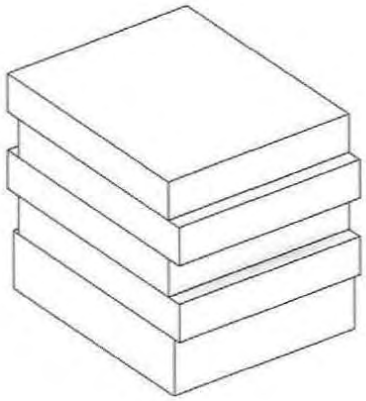
Staggered Protected Balconies

FACADE MODULATION STRATEGIES



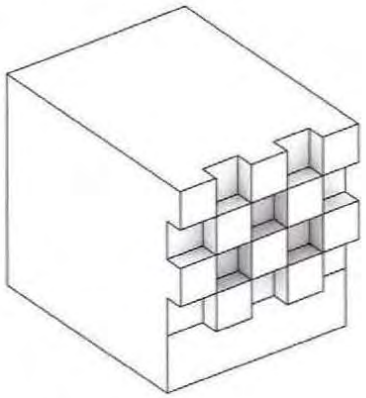
Vertical Shift
Multiple Facade Systems

The façade is subdivided into "bays" that protrude or recess from a predetermined datum. These bays may be expressive of a programmatic or structural characteristic of the building.



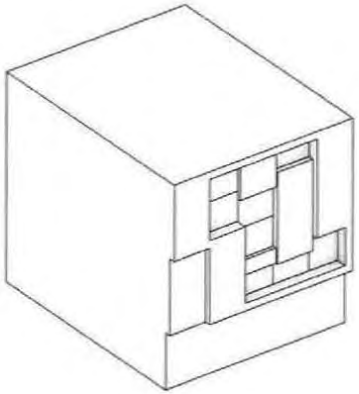
Horizontal Shift
Volumetric Facade Modulation

The façade is defined by horizontal subdivisions which project forward or push back from each other. The horizontal subdivisions may, but need not be, determined by the location of the building's floorslabs.



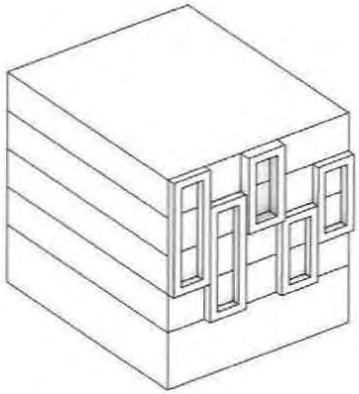
Pixelation
Volumetric Facade Modulation

The façade is subdivided into "pixels" (or relatively small and regularly occurring modules), which are expressed as identifiable, individual pieces of a whole system or pattern along the façade. Pixilation techniques may include, but are not limited to, changes in depth, material or surface treatment.



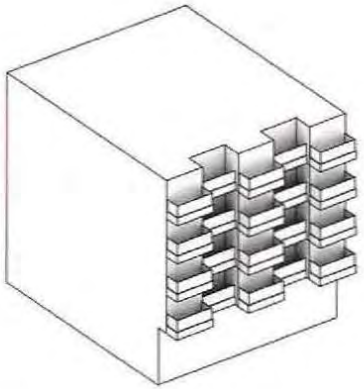
Low-Relief / Carving
Multiple Facade Systems

A single apparent volume contains subtle changes in plane—typically combined with changes in material [systems]—to create the illusion of a carved and layered façade.



Floor Grouping
Multiple Facade Systems

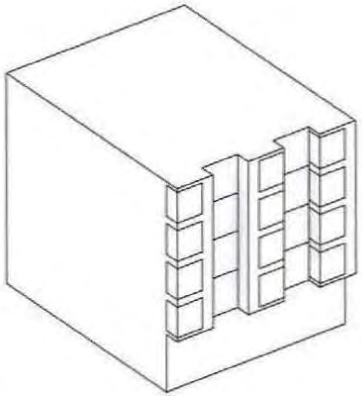
Two or more adjacent floors are grouped for a portion of their span by a single element along the façade such as a frame, protrusion, subtraction, structural element, etc.



Balconies
Volumetric Facade Modulation

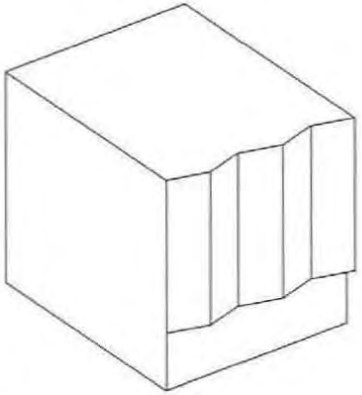
Balconies can be used as a modular element to break up a facade into smaller-scaled portions. Balconies can be open, partially enclosed, projections or recesses from the main façade.

FACADE MODULATION STRATEGIES



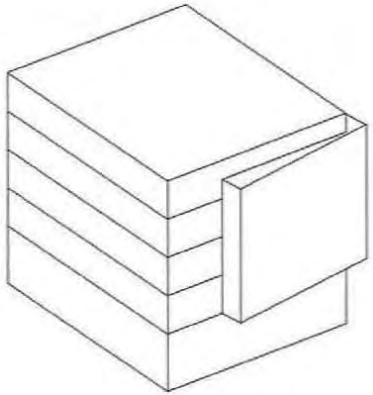
Bay Windows
Volumetric Facade Modulation

Bay Windows are occupiable, enclosed projections off of the main façade. A bay window need not extend the full height of the building.



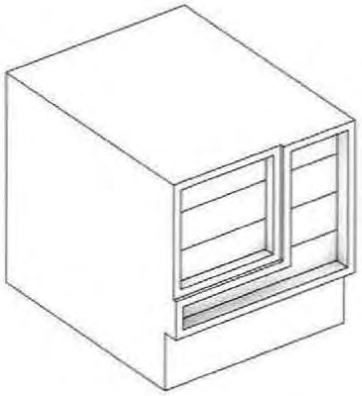
Push-Pull
Multiple Facade Systems

This is defined by a series of sloped or faceted surfaces along the façade which occur at the scale of the façade.



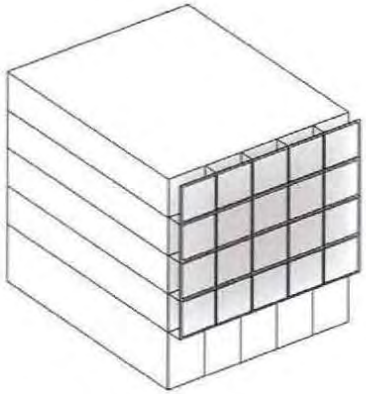
Intersecting Volumes
Volumetric Facade Modulation

This strategy modulates a building's façade by creating the illusion of two or more distinct volumes intersecting each other. The apparent volumes are typically emphasized as discrete using contrasting materials, colors, textures or offset angles.



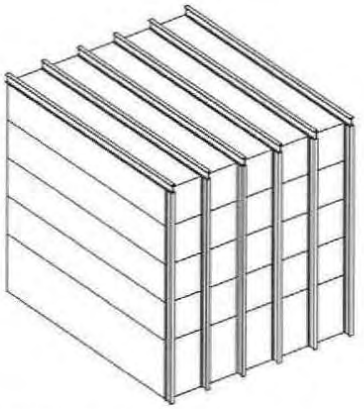
Framing
Multiple Facade Systems

Elements of a façade can be identified as modules through the use of a frame or framing element. A frame can be a continuous protrusion which follows some perimeter at the façade scale.



Double Skin
Multiple Facade Systems

A double skin is a façade system created by a second enclosure, typically lighter and slightly translucent or perforated, outboard of the main exterior building envelope. A double skin may have operable components and is meant to add depth and intricacy by adding light and shadows along the façade.



Structural Expression
Multiple Facade Systems

Structural elements such as beams, columns, cross-bracing, or fastenings can naturally break up a building's facade if made visible along a building's exterior.

Articulation

Modulation and Articulation on Residential Building Facade

Articulation strategies are non-occupiable expressions of material properties, craft, treatment, pattern, and assembly, which comprise the depth of the façade. Articulation and material application shall reinforce building massing and modulation strategies to create a cohesive façade system. A non-exhaustive selection of Articulation examples are shown on the following pages.

Standards

6.3.3.1 Glazing Glazing shall be of low reflectance. Darkly tinted or highly-reflective glazing shall be prohibited.

6.3.3.2 Bird-Safe Glazing Treatment Façades shall comply with City of San Francisco Standards for Bird-Safe Buildings.

6.3.3.3 Façade Depth Façades shall incorporate at least two architectural detail or material finishes across each facade which create visible shadows and texture across the building façade. Examples include but shall not be limited to shading devices, shutters, screens, window reveals, spandrels and mullions, standing seams, and perforated, textured or otherwise highly tactile materials. A non-exhaustive list of potential strategies is included in the following pages under Façade Articulation Strategies.

Guidelines

6.3.3.4 Material Treatment Façade Design shall incorporate material treatments that express the integral qualities of the material, exhibit craft and resonate with the industrial history of the area. This includes the use of treated metal, concrete, stone, glass, composites and wood materials in order to achieve a visible level of texture, formwork, color and/or relief. A minimum of 65% of exterior facade shall either incorporate integral material finishes or shall be white in color.

6.3.3.5 Metals Painted metal colors shall be limited to shades of gray, silver or white.

6.3.3.6 Material Quality Façade Design shall incorporate durable materials that age well, express production and assembly and have integral tactility. Materials which evoke the rugged industrial maritime character of the area and which compliment those used in the adjacent public realm are preferred. See Chapter 2 Public Realm for material palette. Cement Plaster may be used only in combination with other permitted building materials.

6.3.3.7 Color Palette Exterior wall color shall reinforce the architectural concept and employ a limited color palette.

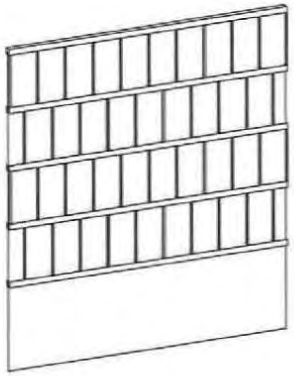
6.3.3.8 Artwork Architecturally integrated artwork, including but not limited to murals, bas reliefs, mosaics, textured tiles, lighting, and other interactive instillations, shall be encouraged.

Facade Depth Achieved Through Staggered Columns

Operable Perforated Metal Screens

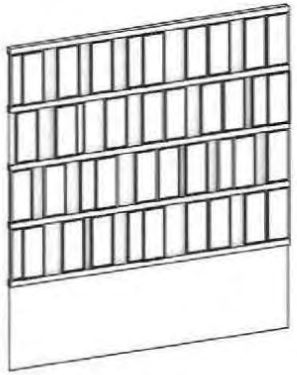
Textured Surface Panels

FACADE ARTICULATION STRATEGIES



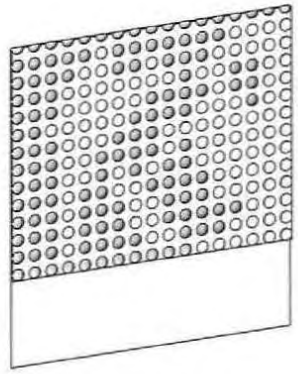
Mullions

Window mullions can be arranged or designed to create elegant patterns along a buildings facade.



Panelling

This kind of articulation may consist of fixed or operable panel systems.

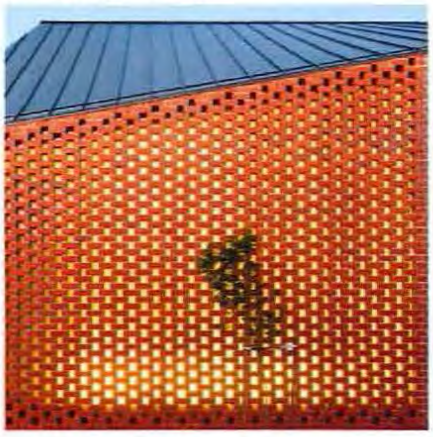


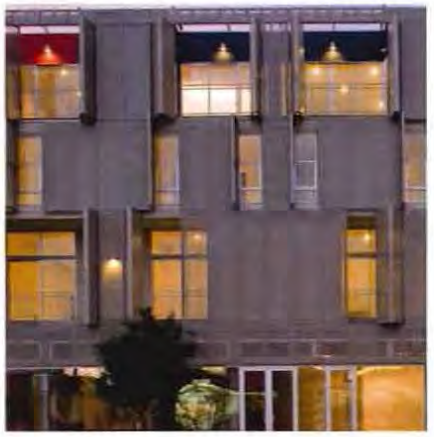
Perforations / Patterning

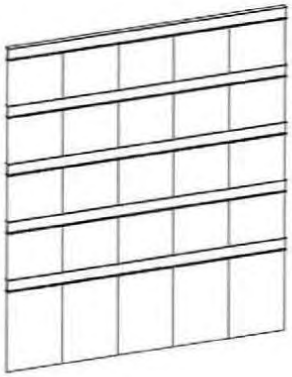
Perforations and patterning on a facade can be achieved through the detailed arrangement of much smaller elements (such as brick) or through different fabrication techniques or treatments of surfaces along the building's exterior (such as perforated metal).

Shutters

Shutter systems add textural richness by virtue of their changing configurations. The breadth of shutter styles and materials (pleated, sliding, horizontal, pivot, opaque, translucent, etc) provides a wealth of façade design options as well.

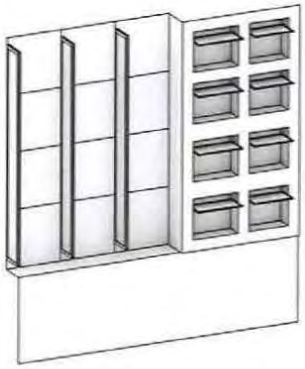






Spandrels

With enough contrast from other elements on the façade, spandrels can serve to articulate a building's structure and layout.

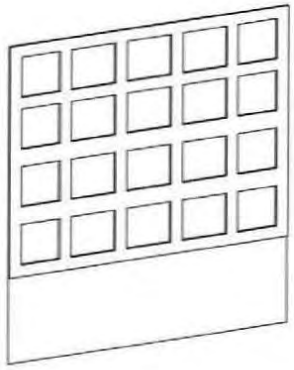


Fins / Shading Devices

Fins and shading devices can be arranged strategically to serve their function as well as create intricate patterns on a buildings façade.

Protrusions / Recesses

Subtle protrusions and recesses articulated on a building's façade give it depth by catching light and shadows at different angles throughout the day.



Windows / Openings

The inherent elements of windows and openings (sills, frames, etc.) can generate textural richness along a building's façade.

6.4 Roof

Integrated Green Roof and Rooftop Amenities

Roof design is integral to building character, adding another opportunity for visible activation and complementing the array of exterior building elements – as viewed both from the street and from above. Thoughtfully designed roofs can provide amenity through the strategic placement of rooftop gardens or community rooms. Roofs can support habitat in an environmentally sustainable fashion. They can be irrigated with high quality, non-potable water, and supply green energy, in turn improving the thermal envelope of a building and reducing storm-water runoff.

Refer to District Sustainability standards in Chapter 3, and the Better Roof Requirements in San Francisco Environmental Code for additional guidance.

Standards

6.4.1 Greenroofs and Greenwalls Where constructed, green roofs and green walls shall use regionally-appropriate, native and/or adaptive species from the San Francisco Better Roofs Living Roof Manual to minimize water consumption. The Living Roof Manual recommends the following guidelines for all living roofs: living roof should be structurally engineered for building, employ highly efficient irrigation using non-potable water, select appropriate waterproofing and root barriers to prevent building damage, maximize water retention and proper drainage, use native species with shallow root systems for high habitat value and niches, implement sustainable and best construction practices, design and plan for ongoing maintenance, employ organic pest control methods, and select lightweight growing media appropriate for the building structure and species.

6.4.2 Screening of Rooftop Features Rooftop mechanical equipment and appurtenances to be used in the operation or maintenance of a building shall be arranged so as not to be visible from any point at or below the roof level of the subject building. These features shall be either enclosed by outer building walls or parapets, or grouped and screened in a suitable manner – with screening exceeding by at least 1'-0" in height the elements thereby screened – or designed in themselves so that they are integrated with respect to the design of the building.

Guidelines

6.4.3 Location Green Walls shall be located away from highly glazed facades for bird safety.

6.4.4 Rooftop Solar Portions of the roof area shall be designed to permit installations of South oriented solar panels.

6.4.5 Solar Where green roofs are installed, incorporate shade tolerant species on green roofs beneath PV structures. (See Section 3.3: Energy and Greenhouse Gas Emissions).

6.4.6 Species Green Roof Species shall be selected with an emphasis on habitat creation. Habitat types include: Pollinator species, Species for nesting and Species as food source. See Section 3.8 for Habitat Types.

Rooftop Amenity

Sustainable Roof

Green Roof Integrated Photovoltaic System

6.5 High Performance Building Design

Building Energy Performance

India Basin aspires to be a leader in building energy efficiency by going above and beyond the minimum energy performance requirements established by state and local codes.

Title 24, the California code that regulates building energy consumption, is targeting net zero energy operation for low-rise residential buildings by 2020 with a 2030 target date for non-residential and high rise residential buildings. The San Francisco Green Building Code has energy efficiency requirements in addition to those mandated by state code.

The State of California's path to net zero is currently undefined, so a linear extrapolation of the path from current code to net zero in 2030 has been used to guide building energy performance targets for India Basin.

The energy performance projections for each building type have been included in Figure 6-1 through Figure 6-4. The charts use the metric of Energy Use Intensity (EUI) in kBtu per square foot per year. Energy Use Intensity reflects the amount of energy used per square foot of building area. The graphs show the projected code minimum (solid, top line) and the India Basin EUI goals (dashed, bottom line).

To assess which energy efficiency strategies will have the largest impact on energy consumption, the predicted energy end use of each building type was calculated. Figures 6-1 through 6-4 also show the energy end use breakdown of the predominant building types on the site. These breakdowns can be used to inform the most effective energy efficiency strategies.

Detailed descriptions on building energy end uses can be found in the Appendix.

Building Water Efficiency

The City of San Francisco's local ordinances include aggressive water efficiency standards designed to achieve San Francisco's conservation goals and address long-term threats to water resources posed by climate change. The San Francisco Plumbing Code has recently been updated to meet new minimum state water conservation standards, which are among the most stringent conservation standards in the Nation. India Basin will meet or exceed these water efficiency standards, as defined by State and Local codes at the time of construction. As noted in Chapter 3, at a district scale, the project will strive to maximize production of recycled water to serve on-site non-potable demands and for export to neighboring developments to further reduce potable water-use demand.

Goals

6.5.1 High Performance Buildings High performance buildings potentially meet or exceed energy use intensity (EUI) targets in Figures 6-1 through 6-3 through a combination of energy efficiency measures and/or renewable energy production.

6.5.2 Possible Off Site Renewable Power Purchase Agreement Engage in a renewable energy power purchase agreement for all energy consumed in the buildings.

Guidelines

6.5.3 Limit On-site Combustion Limit on-site use of natural gas to residential and commercial kitchen processes. When feasible, evaluate viability to eliminate all on-site combustion to align with the non-combustion requirements of the Living Futures Living Building Challenge (LBC).

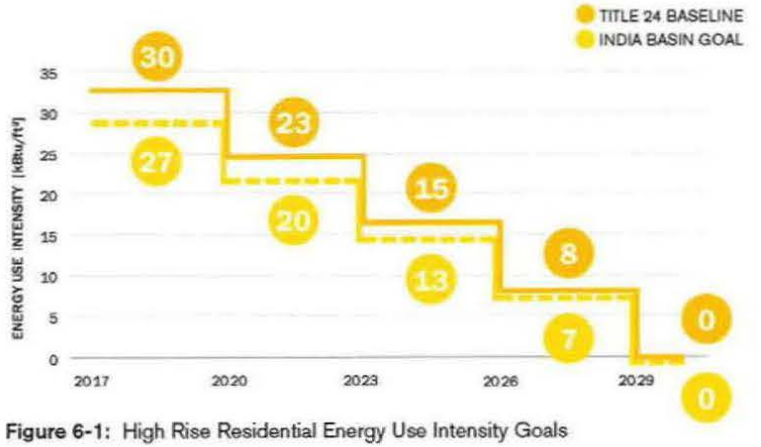


Figure 6-1: High Rise Residential Energy Use Intensity Goals

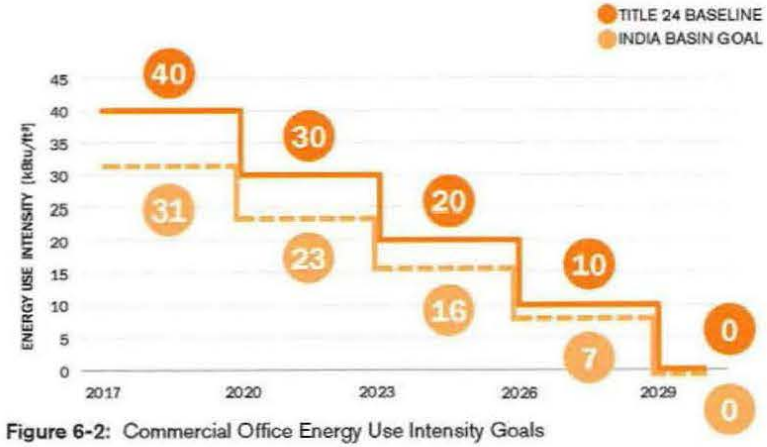


Figure 6-2: Commercial Office Energy Use Intensity Goals

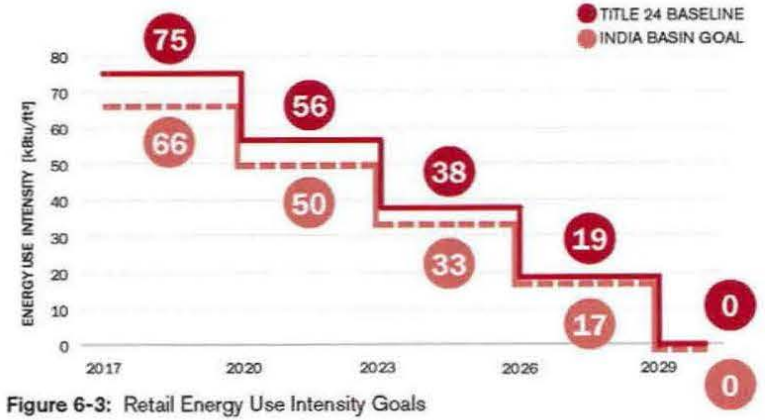
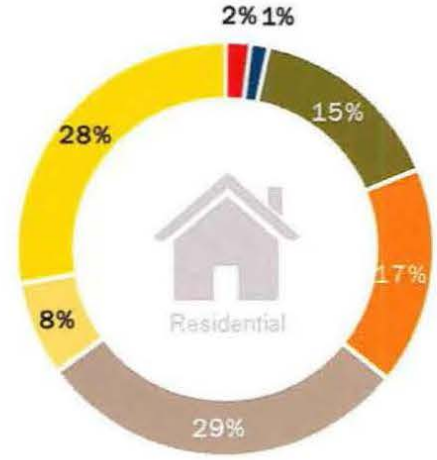
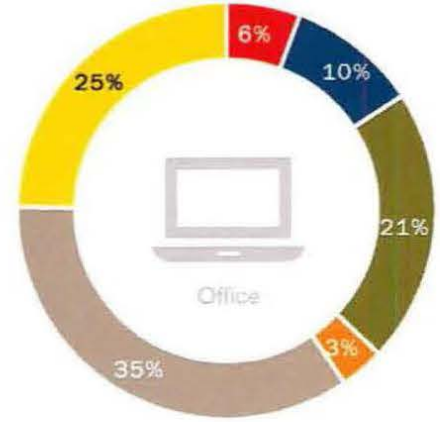


Figure 6-3: Retail Energy Use Intensity Goals





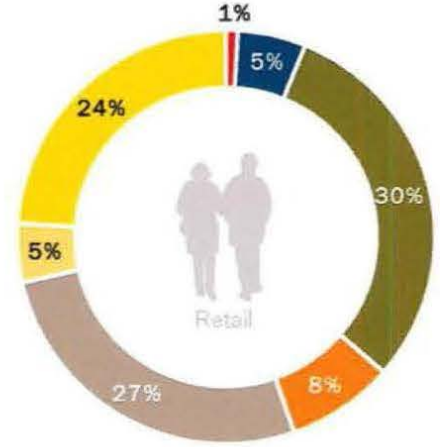


Figure 6-4: Energy Use By Program

- SPACE HEATING
- SPACE COOLING
- VENTILATION + PUMPING
- DOMESTIC HW
- MISC EQUIPMENT
- PROCESS GAS
- LIGHTING

07

Signage and Wayfinding

Chapter 7: Signage and Wayfinding

7.1 Public Signage
7.2 Private Signage
7.3 Approvals Process

The India Basin Signage Standards and Guidelines are intended to outline and illustrate the 2016 amendments to San Francisco's Mixed-Use District Code (Section 607.2). The guidelines attempt to clarify the effectiveness of sign advertising for individual concerns and in the interest of fostering sense of place. They regulate the size, placement and certain aspects of design, and are intended to reduce sign clutter and enhance site character.

The guidelines describe the qualitative considerations of designing signs in conformance with the India Basin Special Use District. It should be noted that San Francisco Building Code contains certain standards regarding structure, clearance and safety pertaining to signs. These standards and guidelines should be considered supplemental to the San Francisco Signage Guidelines and Better Streets Plan.

This document outlines and illustrates signage guidelines in order to assist in preparing applications for signage design review. Moreover, the guidelines are intended to provide dimensional and aesthetic guidance prior to formal application to streamline the design review requirement of signage by the India Basin Trust (India Basin Owners Association) and the San Francisco Planning Department (SF Planning). Conformance with the guidelines does not replace the review process and does not guarantee approval. At the discretion of SF Planning, complete proposals describing signage proposals that comply with these guidelines will be eligible for administrative review. Applicants must comply with other agencies and review processes.

7.1 Public Signage

7.1.1

Public Signage General Guidelines

Though India Basin's Signage Guidelines have been tailored to preserve and communicate the site's character, the city's carefully considered general streetscape guidelines are its foundation.

San Francisco's Better Streets Initiative has established the following as the core tenets of the city's signage guidelines. The following tenets apply to all forms of public realm signage:

Guidelines

7.1.1.1 Placement All signage shall be placed strategically, always with the goal of minimizing the overall number of signs and signage systems necessary. Overuse and careless placement simultaneously dilutes signage effectiveness and clutters the streetscape.

7.1.1.2 Catch the attention of passers-by but complement the overall streetscape design.

7.1.1.3 Align with existing site furnishings or be otherwise located out of the path of travel.

7.1.1.4 Include braille and be multi-lingual as necessary and appropriate to the specific location.

7.1.1.5 Use a consistent graphic look and feel; signs that highlight local district or neighborhood character should be encouraged and should be of a similar look and feel throughout that district to enhance the area's sense of place.

7.1.1.6 Incorporate neighborhood-specific or artistic elements; flexibility shall be granted to artisans and craftspeople to create unique signage.

WalkNYC Wayfinding

Street Markers, Transit Signage and Public Safety

Street Markers

Transit Signage

Advisory Message

Street Marker Guidelines

7.1.2.1 Street Markers Street markers shall be implemented as specified by San Francisco street signage standards, including private streets/corridors on the site.

7.1.2.2 Streetpoles Streetpoles shall align with fixture and placement standards/guidelines in Chapter 2: Public Realm and Open Space.

Transit Signage Guidelines

7.1.2.3 Transit Signage In the interest of weaving India Basin into San Francisco, all transit signage shall follow city transit signage standards.

7.1.2.4 Streetpoles Streetpoles shall align with fixture and placement standards and guidelines in Chapter 2: Public Realm and Open Space.

Public Safety Signage Guidelines

7.1.2.5 Public Safety Safety is paramount—executing the city's existing program improves recognition and comprehension. All signage shall follow San Francisco's public safety signage standards.

7.1.2.6 Non-critical Messages To avoid sign clutter, non-critical messages shall, where practicable, be directly applied to existing surfaces.

7.1.3

Wayfinding

"Design must be functional, and functionality must be translated into visual aesthetics without any reliance on gimmicks that have to be explained."

– Ferdinand Porsche

On most streets, typical street signage is all that is needed to orient pedestrians to major destinations. However, on streets and public spaces with heavy pedestrian volumes, additional directional signage is often helpful.

Directional signs are typically much simpler than a neighborhood orientation sign, featuring only place names and wayfinding information. They should have a distinct and coordinated design consistent with the character of the surrounding neighborhood. Well-designed directional signs can help give the area a distinct identity.

India Basin's history of maritime, bay-fill and industrial activities evolved piecemeal over time and remnants of the site's past are evident. The site is feral, rugged, industrial and wild—characteristics embraced by the community. With this in mind, site wayfinding should direct and inform visitors while communicating the site's wild and industrial character.

The properties of India Basin have designed a site-specific wayfinding and interpretive signage family, developed in accordance with the standards and guidelines listed here.

Standards

7.1.3.1 All signs shall follow the minimum Americans with Disabilities Act (ADA) requirements for cap heights.

7.1.3.2 In open areas, freestanding signs shall be located within a clearance radius of 3' to 5' to allow for up close reading of small text. The placement of such signs shall not impede pedestrian flow.

Guidelines

7.1.3.3 Sign Location Wayfinding signage must be in locations with high pedestrian traffic and be attractive—complementing the style of other streetscape elements—and easily usable to residents and visitors.

7.1.3.4 Maintaining Sightlines Wayfinding shall not obstruct key sightlines. This may be achieved by applying wayfinding to existing surfaces (Images 2 and 5 on page 341) or material porosity (Image 3 on page 341). Signage must be located in the furnishings zone and as near to intersection corners as is practicable (without infringing on the corner zone).

Signs, signs, everywhere a sign. Breaking up the scenery. Breaking my mind.

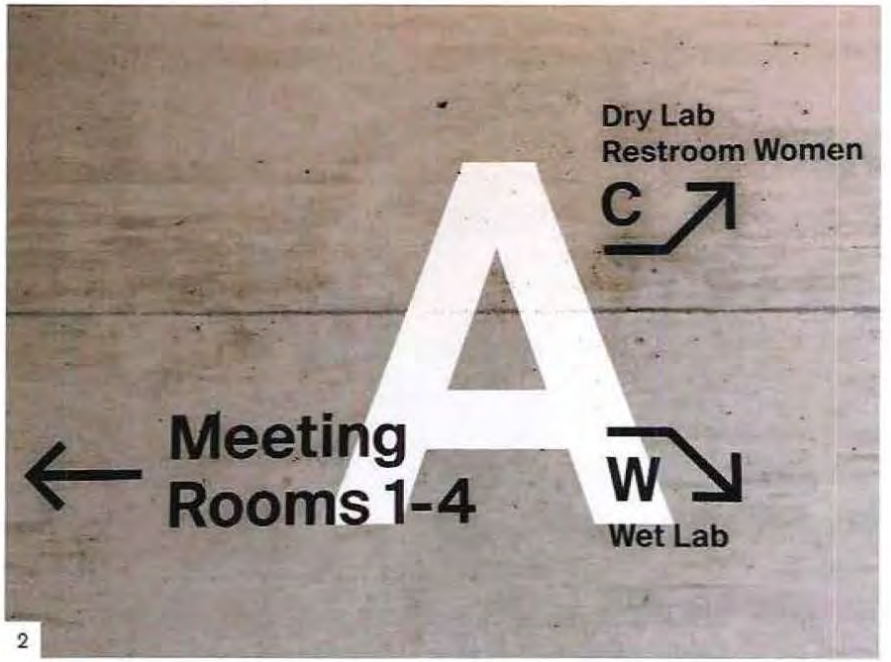
– Five Man Electrical Band

7.1.3.5 Typography An appropriate typeface must be legible and clear, feature a selection of weights and styles and complement and coexist with existing identities and environments.

7.1.3.6 Symbols and Pictograms As symbols and pictograms are an efficient way of communicating without multi-lingual content, site wayfinding must use pictograms and symbols when practicable (Image 1). Include destination icons, place names and directional markers – e.g. arrows – for local destinations on blades or integral to the body of the sign. A map indicating current location and the best routes to nearby destinations should also be considered.

7.1.3.7 Materials and Construction Materials and applications chosen must align with the hardscape palette outlined in Ch. 2: Public Realm and Open Space, and be well-fabricated, assembled and installed.

1



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1. Whakarewarewa Valley Wayfinding, Rotorua, New Zealand
2. Universitatsklinik Balgrist Hospital, Zurich, Switzerland
3. Outdoor Wayfinding System, Costa Brava, Catalonia, Spain
4. Wayfinding Signage, The High Line, New York City, NY
5. Museum Zeughaus Wayfinding Design, Vienna, Austria

Interpretive Signage

"Everywhere has something interesting; it's just about being curious enough to find it and scratch where you have to scratch and stay longer and walk further."

– Diego Luna

The properties of India Basin have designed a site-specific wayfinding and interpretive signage family, developed in accordance with the standards and guidelines listed here. For access to the wayfinding and interpretive package, visit: http://www._____.org.

Standards

7.1.4.1 All signs shall follow the minimum Americans with Disabilities Act (ADA) legibility requirements.

7.1.4.2 In open areas, freestanding signs shall be located within a clearance radius of 3' to 5' to allow for up close reading of small text. The placement of such signs shall not impede pedestrian flow.

7.1.4.3 India Basin interpretive signage shall be developed in tandem with wayfinding, in regards to both design and voice. While content and scale for wayfinding differs from wayfinding, the two must share a material vocabulary.

7.1.4.4 Sign Content Main body text shall be no more than two paragraphs of three or four short sentences. Text must be kept to no more than 150 words (up to 250 if using captions and smaller fonts for secondary text or captions).

Guidelines

7.1.4.5 Signs must avoid content overlap—signs that are repetitious in content, format and/or layout will quickly lose visitor attention, and therefore, will be unsuccessful in communicating the message.

7.1.4.6 Text must be active—using "we" and "you"—and positive without prescriptive adjectives. Text must answer the question, "So what?"

7.1.4.7 Secondary and tertiary interpretive signs must both be placed at a height suitable for all ages and abilities, and be low enough to preserve visibility beyond. Alternatively, signage design may use transparency such that the design itself serves as a frame for the subject matter or view (Image 2,3 on page 341).

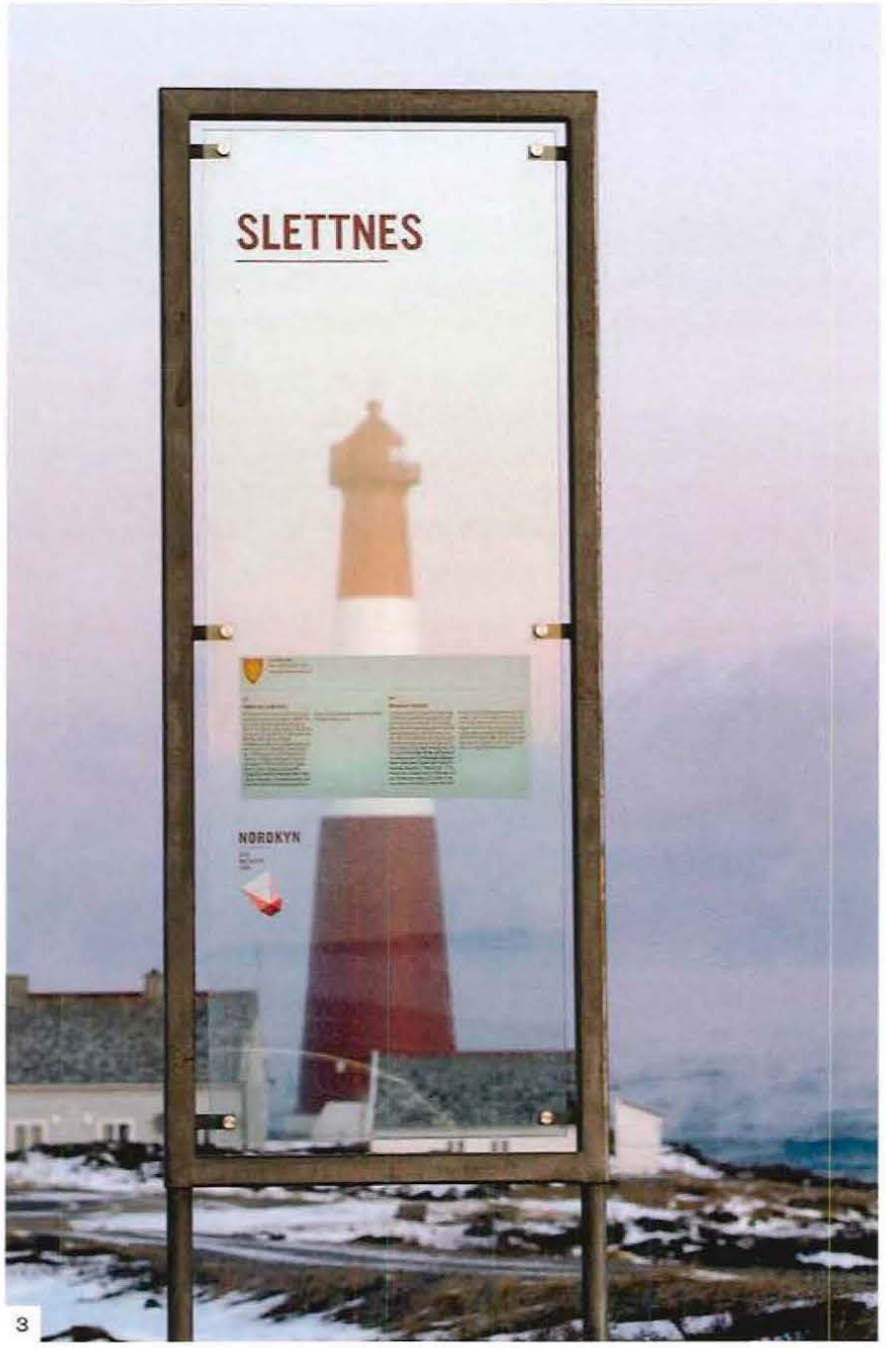
7.1.4.8 Sign Location All interpretive signage must be coordinated with the rhythm and placement of wayfinding elements. To avoid competition and sign clutter between primary interpretive and wayfinding elements, consider combining the two.

7.1.4.9 Sign positioning must align the intended direction of the visitors' attention with the subject matter. Signage must be located in the furnishings zone and as near to intersection corners as is practicable—without infringing on the corner zone (Images 1 on page 379).

7.1.4.10 Typography Typography shall be coordinated with the wayfinding system, either matching or complementing the approach.

1

2



3

1 Klehm Arboretum Wayfinding, Rockford, IL

2 Interpretive Trail Signage, Alpe Adria Trail, Austria

3 Nordkyn Signage, Nordkyn Finnmark, Norway

7.2 Private Signage

As Mixed Use Districts change, they need to maintain their attractiveness to customers and potential new businesses alike. Physical amenities and a pleasant appearance will benefit both existing and new enterprises.

The character of signs and other features projecting from buildings is a fundamental part of the visual appeal of a street and the general quality and economic stability of the area. Opportunities exist to relate these signs and projections more effectively to street design and building design. These regulations establish a framework that will contribute toward a coherent appearance of Mixed Use Districts.

Mixed Use Districts are typically areas with commercial uses at grade (or lower stories) and residential uses above commercial uses (or in upper stories). Mixed Use districts may also have residential, commercial and retail uses interspersed. Although signs and other advertising devices are essential to a vital commercial district, they should not be allowed to interfere with or diminish the livability of residential units within a Mixed Use District or in adjacent residential districts.

The scale of most Mixed Use Districts, as characterized by building height, bulk, and appearance, as well as the width of streets and sidewalks, differs from that of other commercial districts. Sign sizes should relate and be compatible with the surrounding district scale.

Residential Signage

Standards

7.2.1.1 Prohibited Sign Types Residential signage shall not take the following forms:

- *Box sign* A sign that is self-enclosed in a typically square or rectangular structure with or without internal lighting.
- *Programmable digital sign* A variable message sign that utilizes a computer or other electronic controlled means to change and control the message displayed. May use incandescent lamp LCD, LED or other display technologies.
- *Sandwich board* A moveable sign not secured or attached to the ground or surface upon which it is located, but supported by its own frame and most often forming the cross-sectional shape of an A—also known as sidewalk sign.
- *Freestanding sign* A sign that is not attached to a building, has its own support structure and is typically secured to a foundation.

7.2.1.2 Placement Signage shall be located so as not to block windows, doors or other means of ingress and egress.

7.2.1.3 Lighting Exposed conduit and tubing shall be prohibited. Exposed transformers and other equipment shall be prohibited.

Guidelines

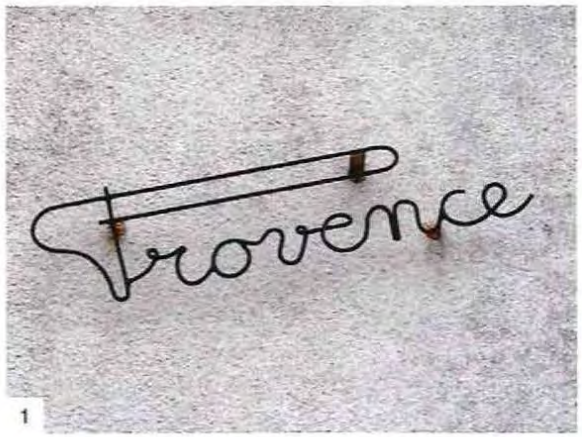
7.2.1.4 Surface Area Residential signage/name plates shall only identify the building name or address and shall not exceed four square feet. It is acknowledged that compelling and sensitive signage approaches may lie outside of the given parameters. In light of this, the India Basin Trust will consider nameplates/ residential signage falling outside of the aforementioned parameters—but not beyond 10 square feet—provided the sign is an asset to the community, contributing to the site's sense of place. Examples provided on the following pages are neither inclusive nor exclusive of other approaches.

7.2.1.5 Contextual Sensitivity Signage must respect architectural features, placed in accordance with façade rhythm, scale and proportion, including windows, storefronts and entries. Proportions should relate and be compatible with the surrounding scale. All signs should be integrated with the design of the project's architecture and landscaping. As a family of elements, signs should be related in their design approach and convey a clear hierarchy of information. Examples of architecturally-sensitive signage solutions are included on pages 346-347.

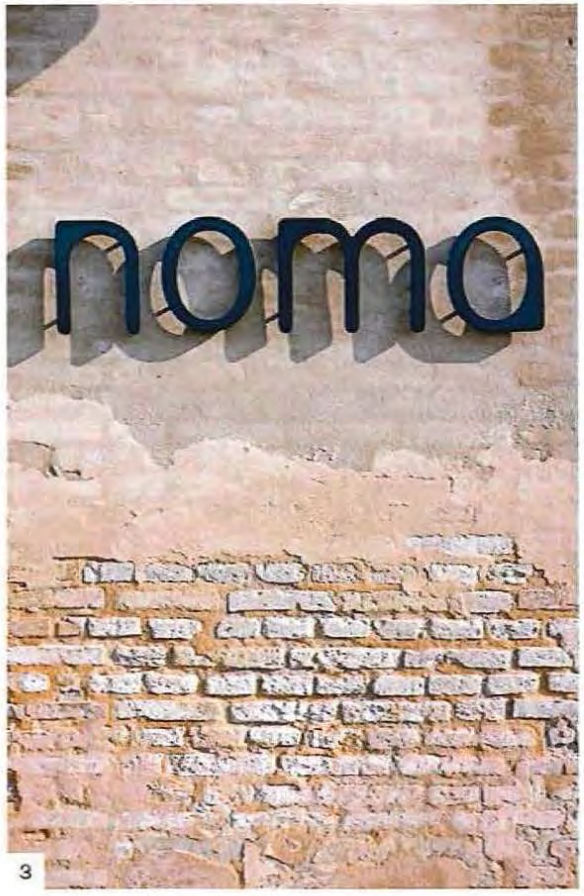
7.2.1.6 Residential signage should reinforce the building identity and be visible from the most common approach.

7.2.1.7 The size of signs and sign letters should be proportional to the space they are located in, with characters approximately 6" to 12" high.

7.2.1.8 Sign lighting shall not be detrimental to adjacent residential property. Property directly across a public right of way shall be considered adjacent property.



1



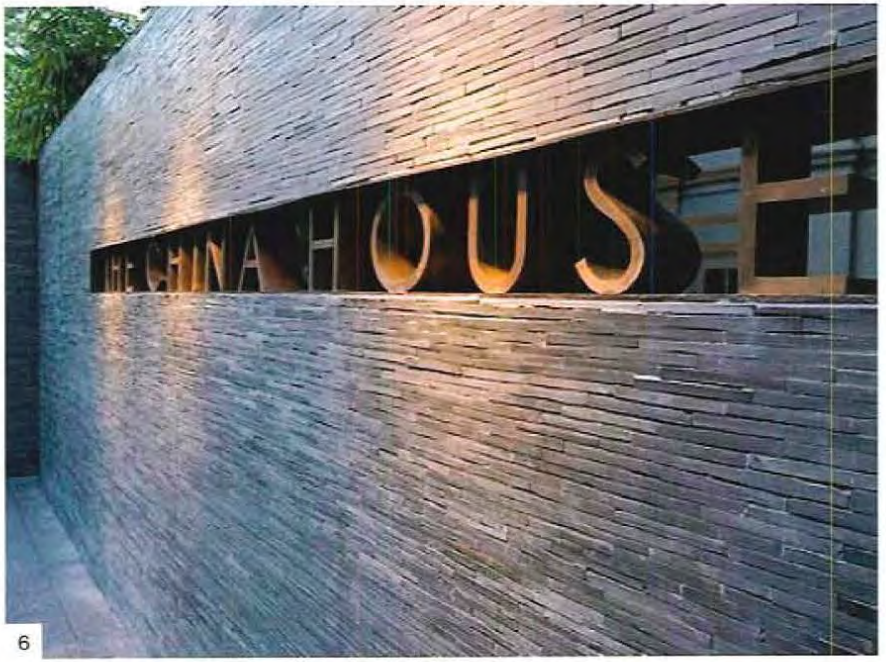
3

2

4

1. Villa Catherine Mamet, Montpellier, France
2. Luce Loft, San Diego, CA
3. Noma Restaurant, Copenhagen
4. Pompiers, Tremblay-en-France, France

5



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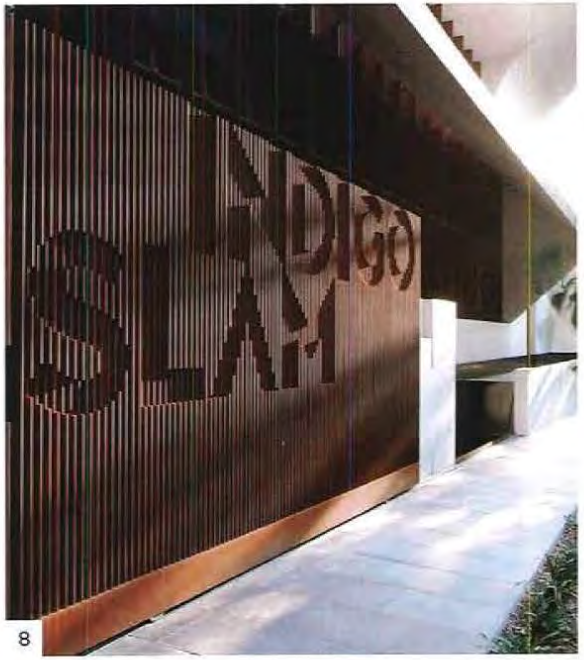
7



8

5 Small House
Big Door
Seoul, Korea

6 The China House,
Bangkok, Thailand

7 Co-op, Italy

8 Indigo Slam, Sydney,
Australia

Business/Retail Signage

Retail/business signage is defined by the San Francisco Planning Code, Section 602(c), as "a sign which directs attention to the primary business, commodity, service, industry or other activity which is sold, offered or conducted on the premises upon which such sign is located or to which it is affixed. Where a number of businesses, services, industries or other activities are conducted on the premises, or a number of commodities, services or other activities with different brand names or symbols are sold on the premises, up to one-third of the area of a business sign, or 25 square feet of sign area, whichever is the lesser, may be devoted to the advertising of one or more of those businesses, commodities, services, industries or other activities by brand name or symbol as an accessory function of the business sign, provided that such advertising is integrated with the remainder of the business sign, and provided also that any limits which may be imposed by this code on the area of individual signs and the area of all signs on the property are not exceeded. The primary business, commodity, service, industry, or other activity on the premises shall mean the use which occupies the greatest area on the premises upon which the business sign is located, or to which it is affixed."

Standards

7.2.2.1 Prohibited Signs Retail signage shall not take the following forms: billboard, off-premise advertising, box sign, programmable electronic sign, sandwich board, waterfall awning, or freestanding.

7.2.2.2 Movement All retail signage shall be stationary (i.e. no moving parts or lighting). Spinning, windblown or inflated devices including pennants, propeller discs, flags are forbidden.

7.2.2.3 Lighting Illuminated signs shall not use exposed fluorescent lights. Electrical raceways and all wiring shall be hidden from view.

7.2.2.4 Dimensional Letters Dimensional letters shall be no deeper than 0'-6".

7.2.2.5 Horizontal Blade Signs Horizontal blades shall project no more than half of sidewalk width and be oriented perpendicular to the building face.

7.2.2.6 Vertical Blade Signs Vertical blades shall project no more than half of sidewalk width and be oriented perpendicular to the building face.

7.2.2.7 Trademark The registered trademark of a specific commodity shall occupy no more than ten percent of the total sign area.

Guidelines

7.2.2.8 Surface Area Retail signage shall be less than 30 square feet in area and shall be mounted no higher than 30'-0". However, it is acknowledged that compelling and sensitive signage approaches may lie outside of these parameters. Figure 7-2 shows a painted retail sign that falls outside of the size parameters. However—because of both the character of the sign and its transparency—the design is a positive community addition. Hand-painted lettering is less obtrusive than other comparably-sized approaches and ages gracefully with minimal upkeep. Proposed exceptions shall be reviewed on a case-by-case basis by the India Basin Trust. All proposed exceptions shall be less that 125 square feet in area.

Pike Place Market, Seattle, WA

Figure 7-1: Incorporate Branded Retail Signage

Figure 7-2: Scale and Transparency

Figure 7-3: Facade-Mounted Dimensional Letters - Recommended

Figure 7-4: Box Sign - Prohibited

7.2.2.9 Exposed Neon Signage Exposed neon is discouraged, but proposed exceptions shall be reviewed on a case-by-case basis by the India Basin Trust.

7.2.2.10 Non-Identity Graphic Elements Signage incorporating creative logos or graphic elements along with the business identity are encouraged, but are subject to review by the India Basin Trust.

7.2.2.11 Contextual Sensitivity Wall signs must appear balanced and in scale within the context of the sign space and the building as a whole. A sign that respects the architecture augments the perceived quality of the retail tenant. Figure 7-1 uses modestly-scaled dimensional letters with returns colored to match the branded canopy. In Figure 7-3, signage is sympathetic to the building facade. The message is set in a weight informed by the slatted wood facade and right-aligned to the window's edge. Further examples of architecturally-sensitive signage solutions are included on the following spread (Images 1–8).

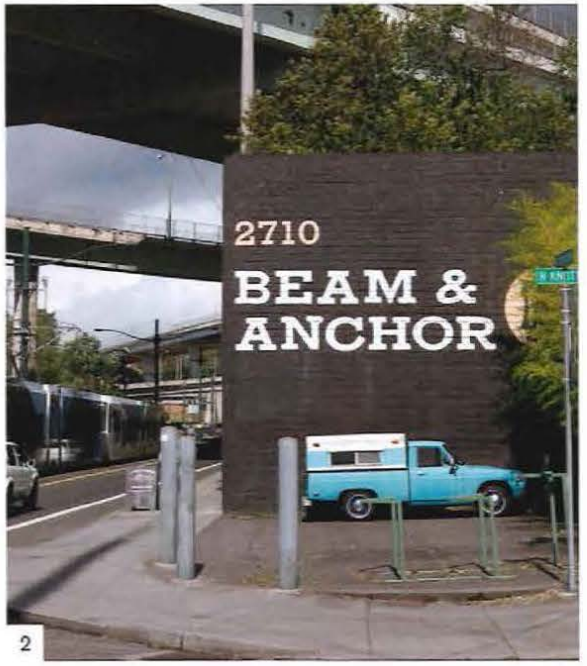
7.2.2.12 Signage Mounting Signage with lettering mounted directly to the building (without a frame) is strongly encouraged (Fig. 7-3). Retail messages shall not mount to a plate or backing surface (Fig. 7-4) that contrasts with the building facade in color or material.

7.2.2.13 Typography and Color Thickness, height, and color of sign lettering shall be visually balanced and in proportion to other signs on the building, responding to a building module/datum. Maximum letter height must fall at or below 0'-24".

7.2.2.14 Vertical Blade Signage Vertical blade signs are encouraged to be iconic in character.

7.2.2.15 Window Signage Retail signage mounted to windows must be porous (i.e. not mounted on a solid rectangular form).

1



2

3

4

1. Urban Outfitters
   Emeryville, CA

2. Beam and Anchor
   Vintage Store, Portland,
   OR

3. Shed Exterior Signage,
   Healdsburg, CA

4. Pike Place Market,
   Seattle, WA

5

6

7

8

5. March Store, San Francisco, CA

6. Peter Nappi Leather Goods, Nashville, TN

7. Thistle Centre, Edinburgh, Scotland

8. Playhouse Serviced Apartments, Melbourne, Australia

7.3 Approvals Process

"Design is neither an intellectual nor a material affair, but simply an integral part of the stuff of life, necessary for everyone in a civilized society."

—Walter Gropius

The following information must be submitted when applying for a permit to erect, re-erect, paint, post, apply, alter or structurally repair signs:

Building Permit Application Required if your sign includes any kind of structure, and/or if it is affixed to a wall, or erected as a free standing sign).

Sign Permit Application Required only if your sign does not require a Building Permit. Sign Permit forms are green and are sometimes referred to as "Form 6." This form is available at the Planning Information Center (PIC).

Scaled Sign Drawings Include the location of the sign on the building, structure or lot. If the sign projects over the sidewalk, your scaled drawing needs to show the projection and the sidewalk width beneath the sign.

Sign Content A designation of the copy (i.e. text on the sign) as is needed to determine that the location, area and other provisions of the India Basin Design Standards and Guidelines are met.

It is recommended applicants visit or call PIC early in the planning of their project. PIC is at 1660 Mission Street, 1st floor and may also be reached by phone at (415) 558-6377 or via email at pic@sfgov.org.

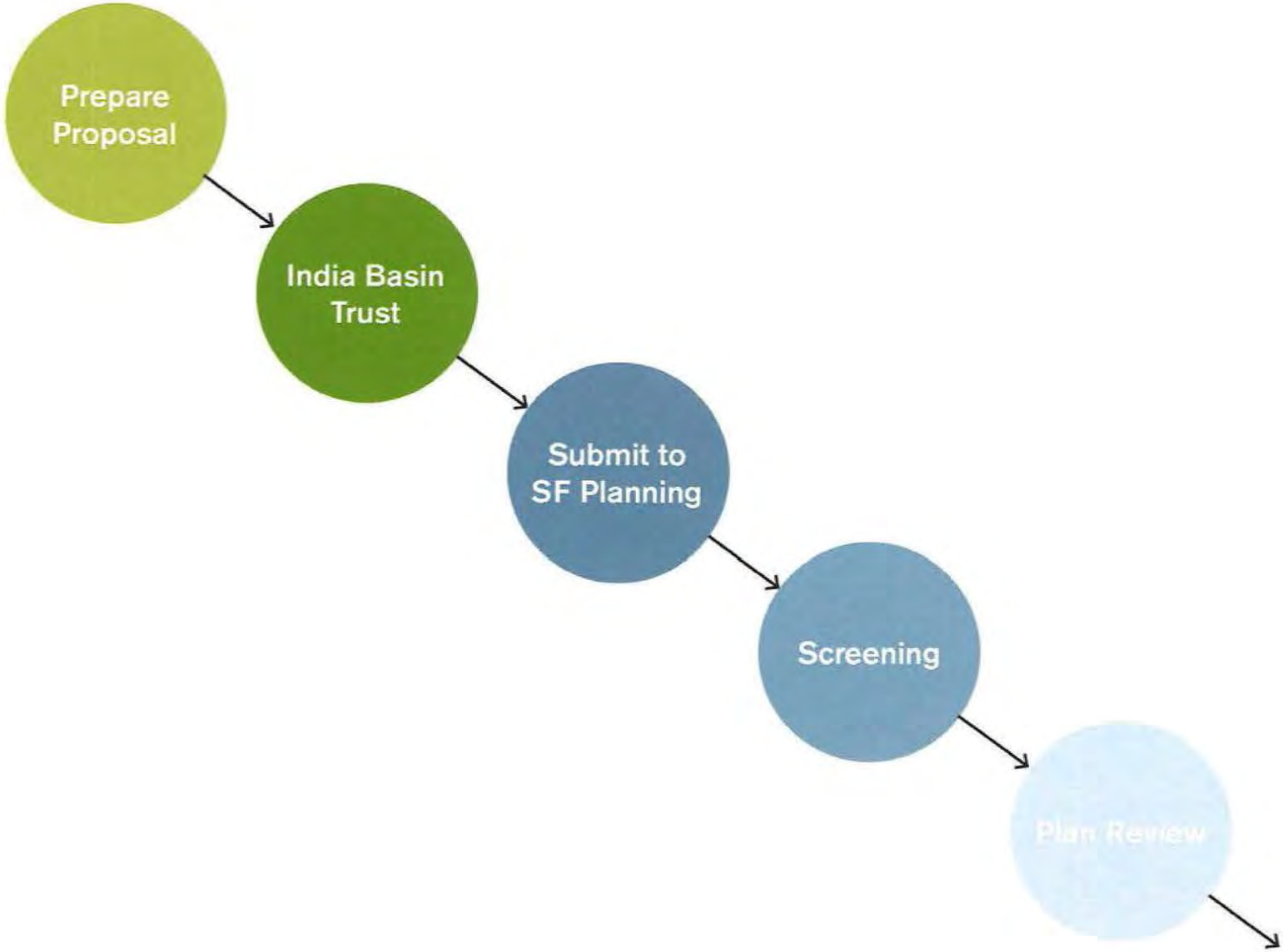
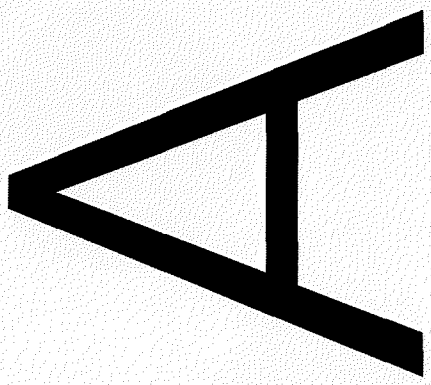


Figure 7-5: Approvals Process

visit sf-planning.org/signs#review for current regulations and application processes.



Appendix

Appendix

A.1 Parcel Control Plan
A.2 Energy Analysis
A.3 Definition of Terms
A.4 List of Figures
A.5 Image Credits
A.6 References

A.1 Parcel Control Plan

To illustrate how the Urban Form Guidelines and Standards apply in combination, specific parcel-by-parcel diagrams follow in this Section. These parcel control diagrams are designed to facilitate the application of the Design Guidelines and Standards in support of the vision for India Basin.

C1 & C6

New Hudson Street Tower	
Primary Land Use	Mixed-Use
C1 Special Use	Grocery Store
C6 Special Use	None

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

- Location of Top-Of-Grade (See Sec. 5.2)

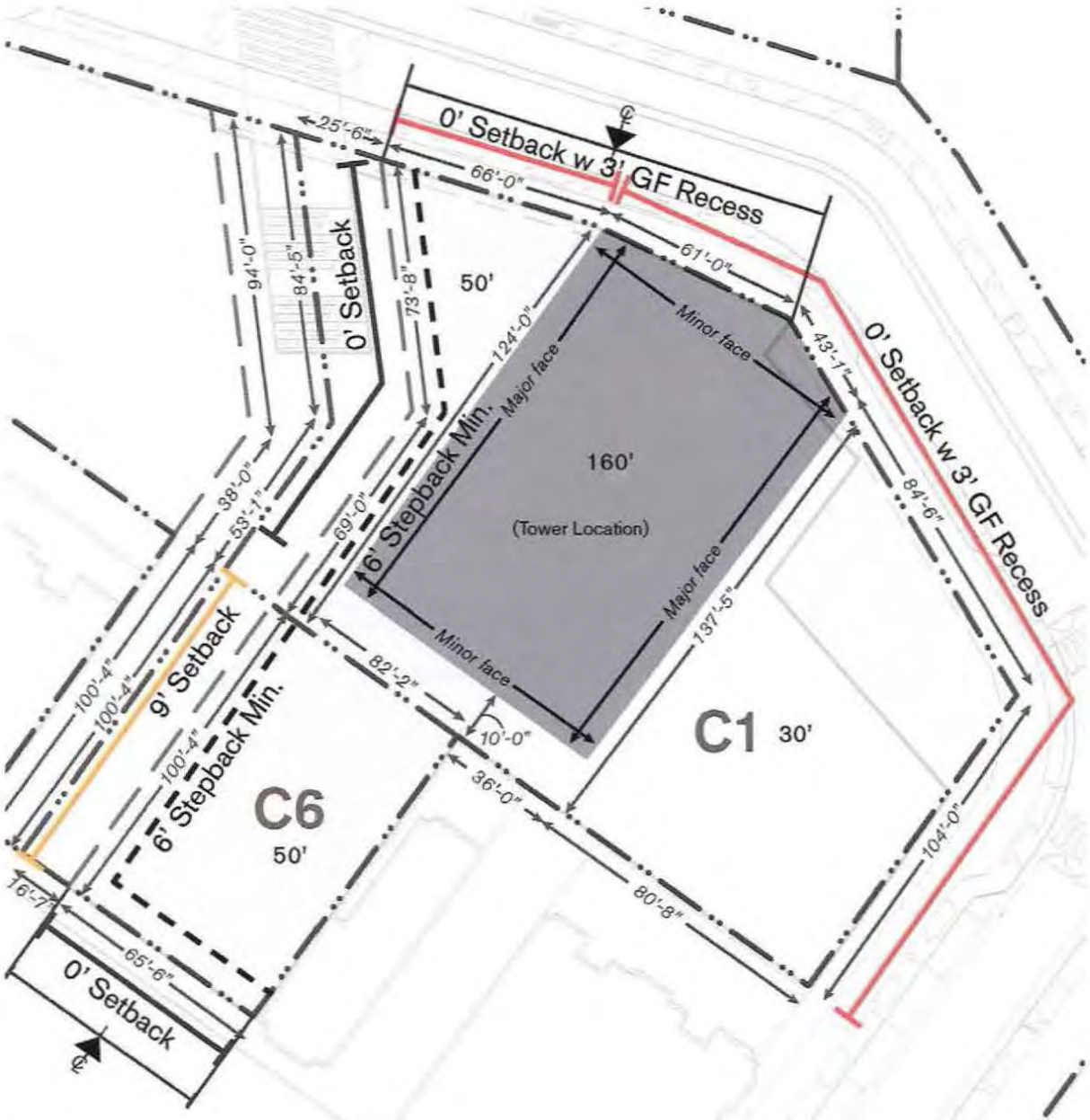


Figure A-1: Parcel C1 & C6 - Plan

1" = 50'-0"

0' 25' 50' 75'

C2

New Hudson Street Building

Primary Land Use	Mixed-Use
Special Use	None

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- ←#'→ Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

℄ Location of Top-Of-Grade (See Sec. 5.2)

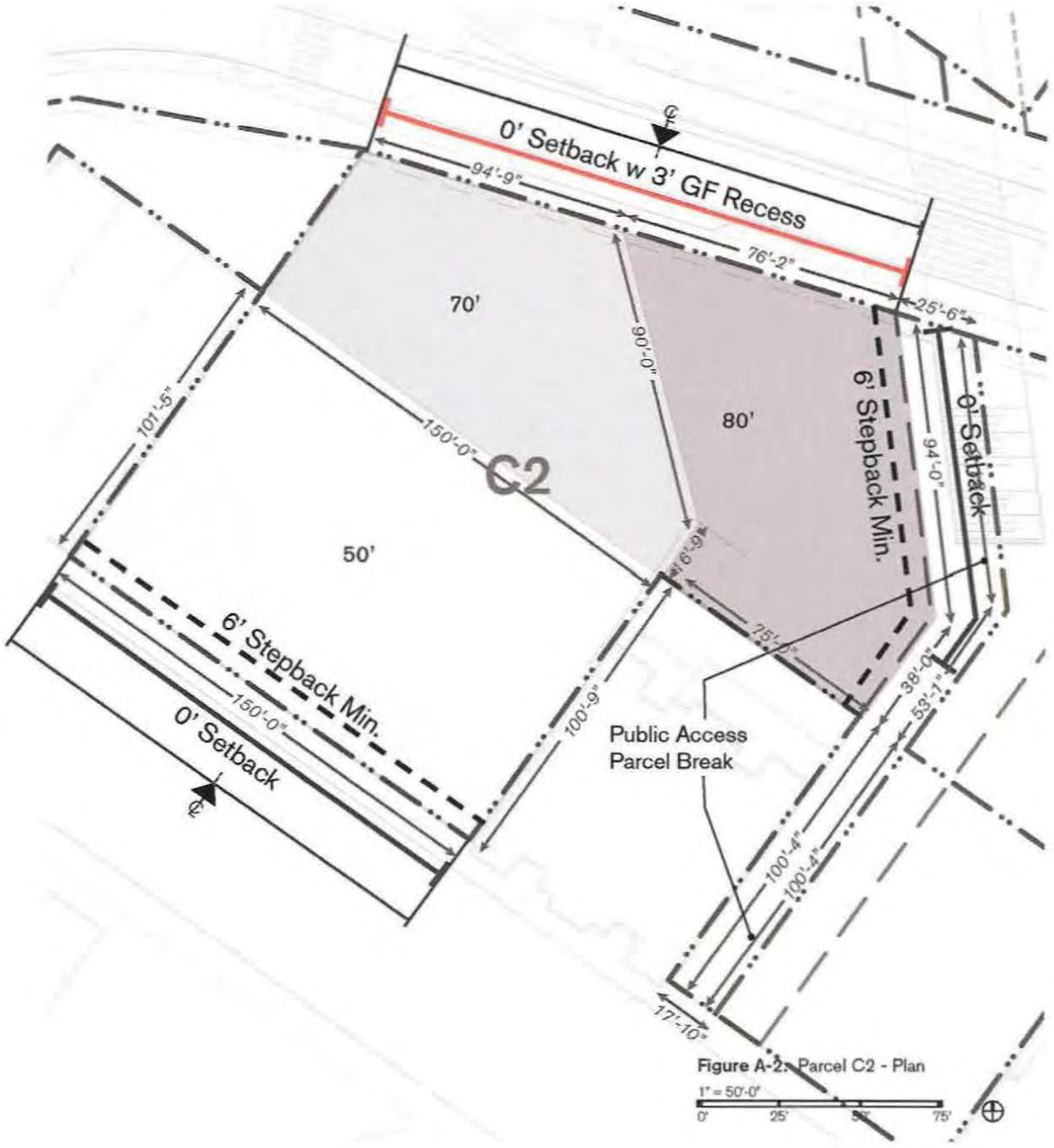


Figure A-2: Parcel C2 - Plan

C3

Griffith Street Building

Primary Land Use	Mixed-Use
Special Use	None

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- ←#'→ Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

℄ Location of Top-Of-Grade (See Sec. 5.2)

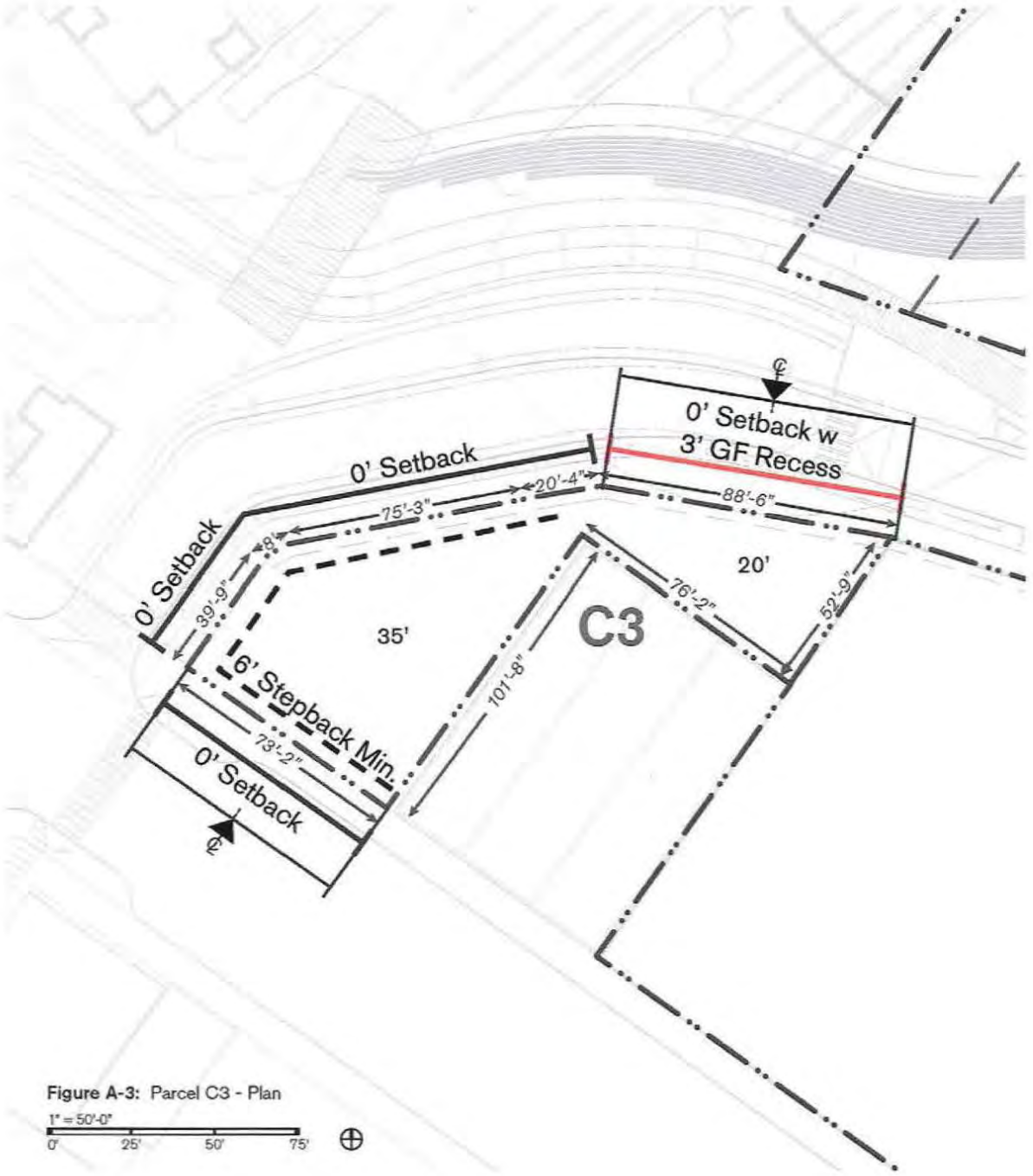


Figure A-3: Parcel C3 - Plan

1" = 50'-0"

0' 25' 50' 75'

C4 & C5

Cove Building

Primary Land Use	Mixed-Use
C4 Special Use	Through Retail
C5 Special use	Pavilion

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- ←#'→ Approximate Parcel Dimensions (+/- 5')**
- * Indicates Extent of Required Streetwall
- ** Parcel Dimensions shown may be further amended by the Final Subdivision Map.
- Location of Top-Of-Grade (See Sec. 5.2)

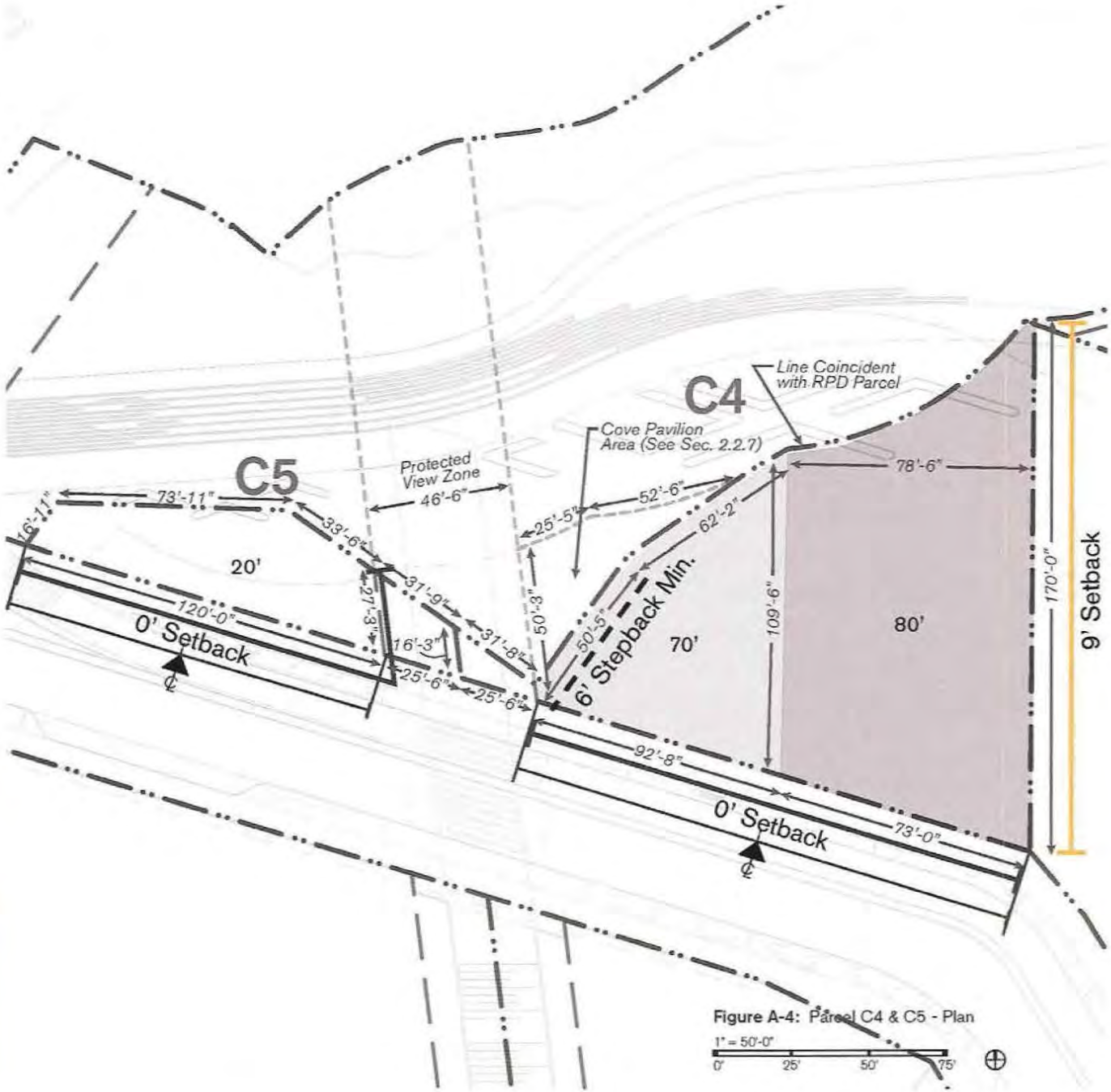


Figure A-4: Parcel C4 & C5 - Plan

H1

Intersection of Innes Ave and Arelious Walker Dr

Primary Land Use	Mixed-Use
Special Use	None

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

℄ Location of Top-Of-Grade (See Sec. 5.2)

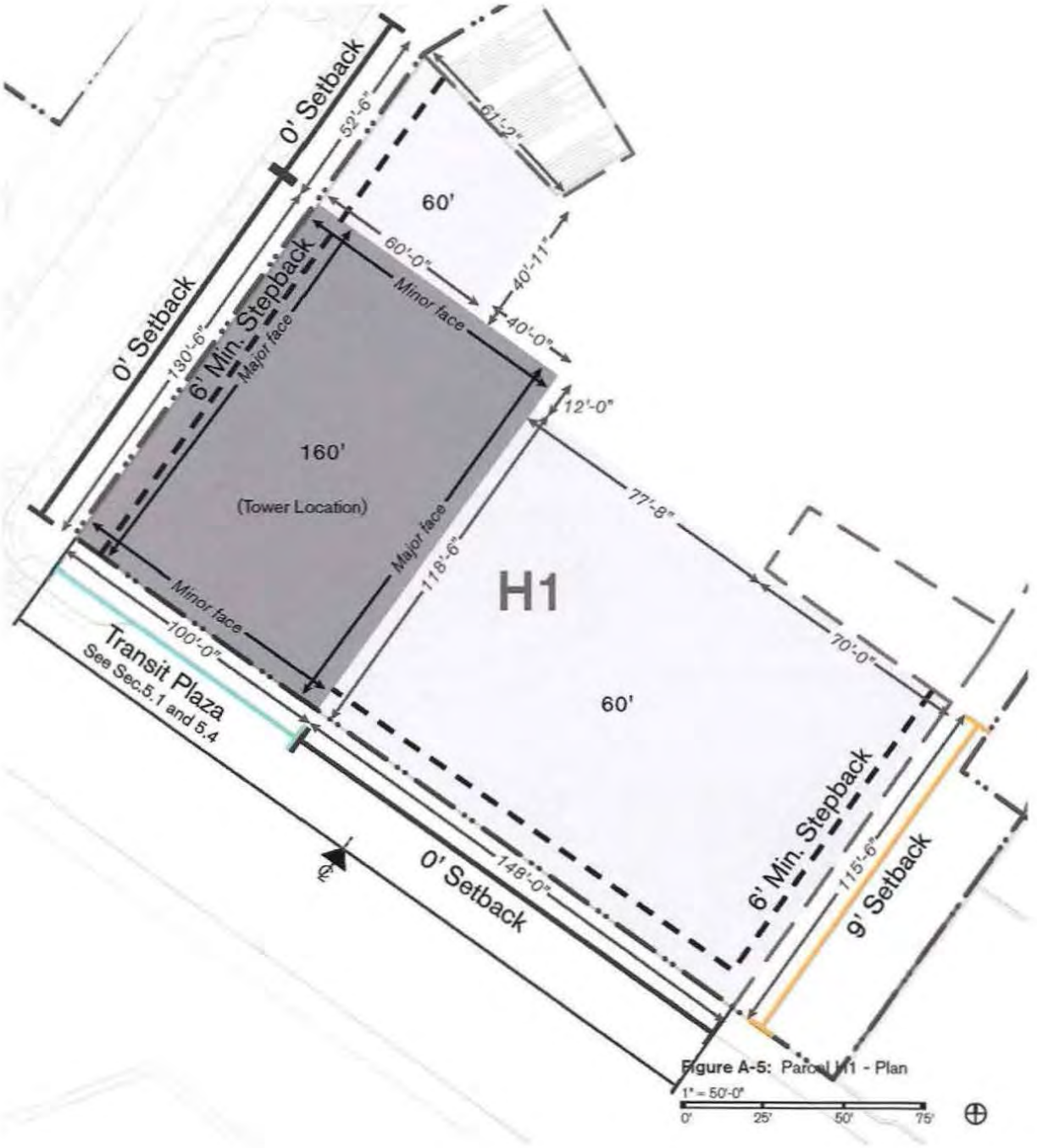


Figure A-5: Parcel H1 - Plan

H1

New Hudson Corner at Hillside

Primary Land Use	Mixed-Use
Special Use	None

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- ←#→ Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

℄ Location of Top-Of-Grade (See Sec. 5.2)

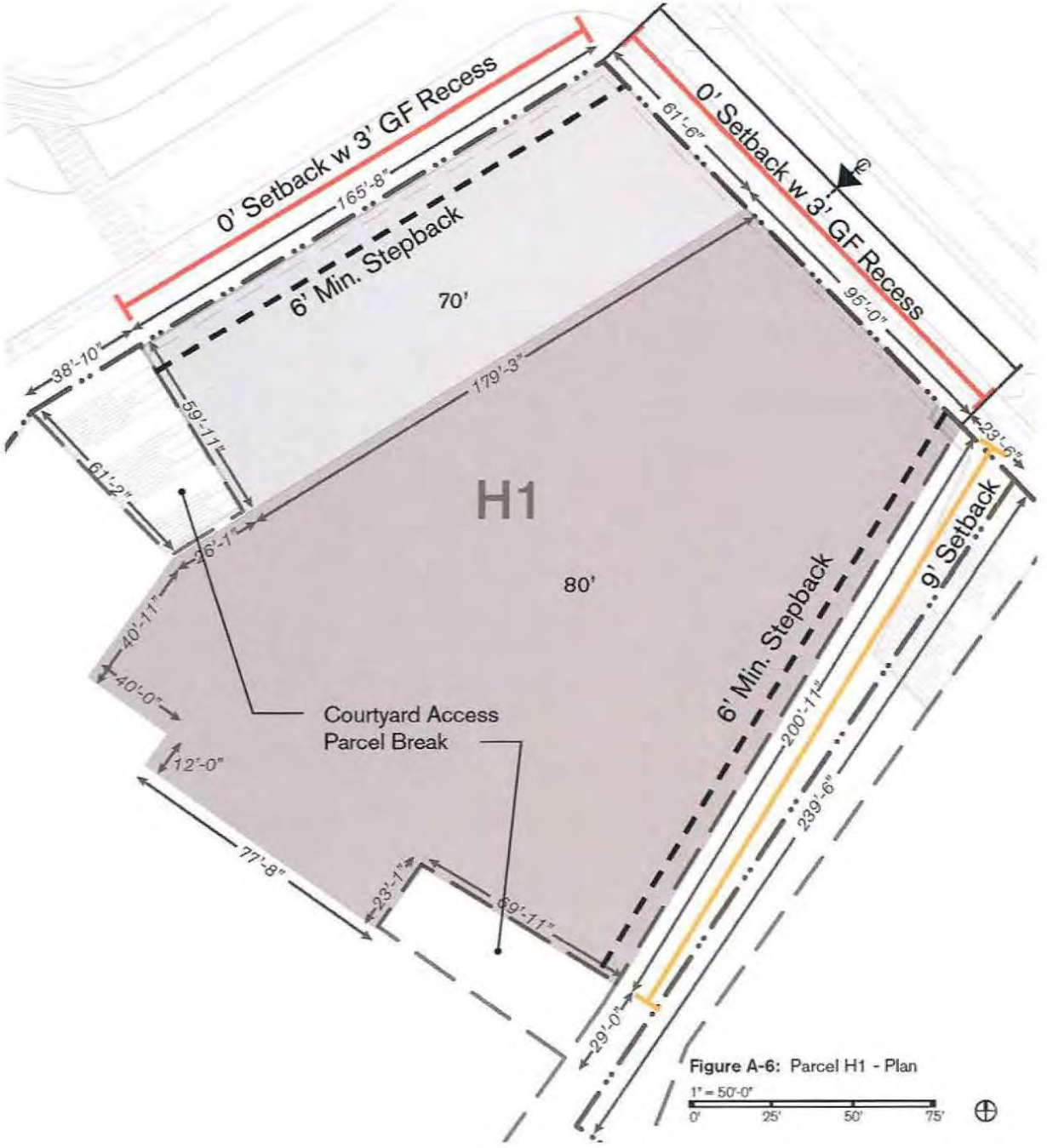


Figure A-6: Parcel H1 - Plan

H2

New Hudson Street Building

Primary Land Use	Mixed-Use
Special Use	None

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- ←#→ Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

℄ Location of Top-Of-Grade (See Sec. 5.2)

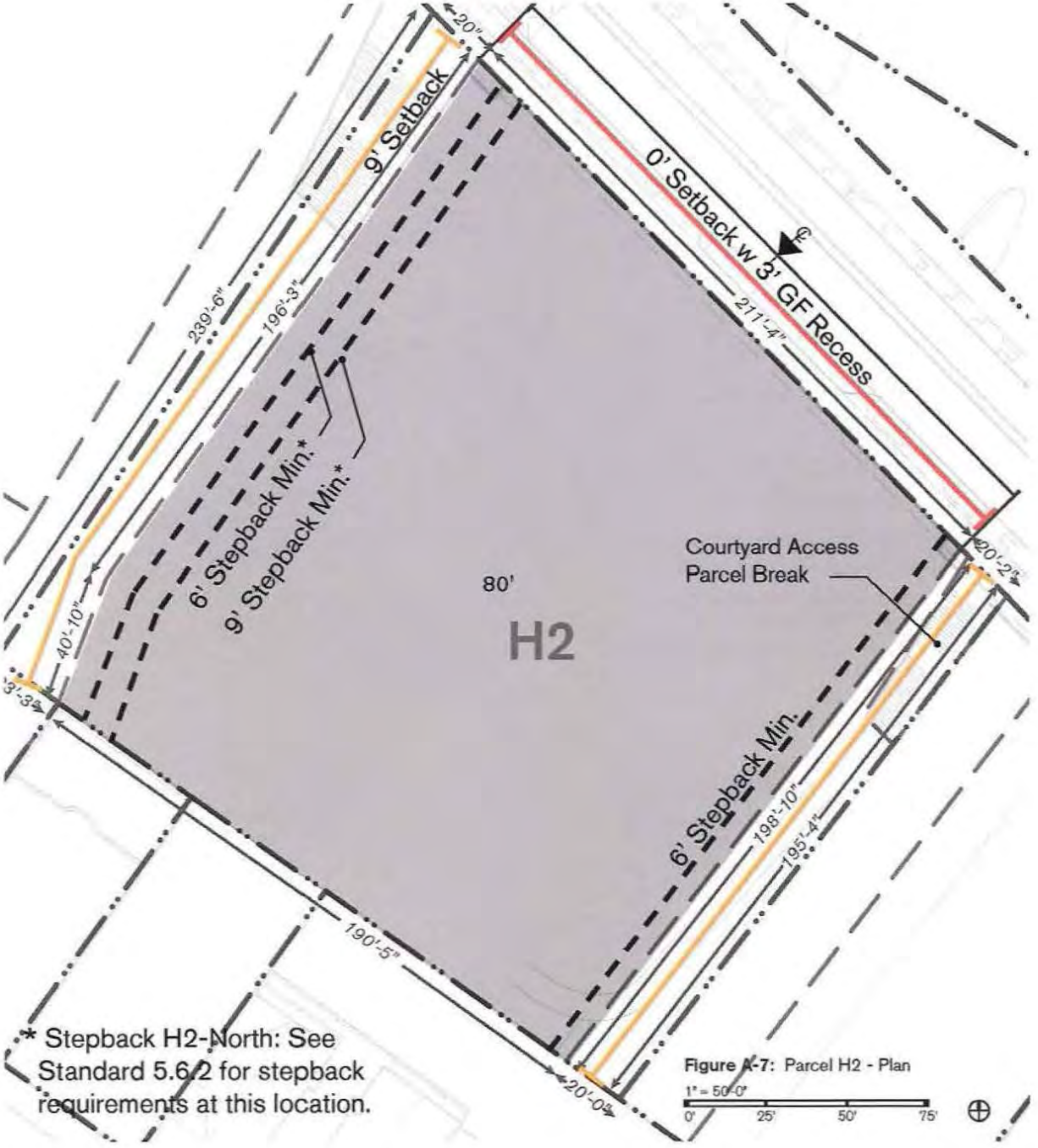


Figure A-7: Parcel H2 - Plan

H3

Earl Street Building

Primary Land Use	Mixed-Use
Special Use	School

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- ←#'→ Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

℄ Location of Top-Of-Grade (See Sec. 5.2)

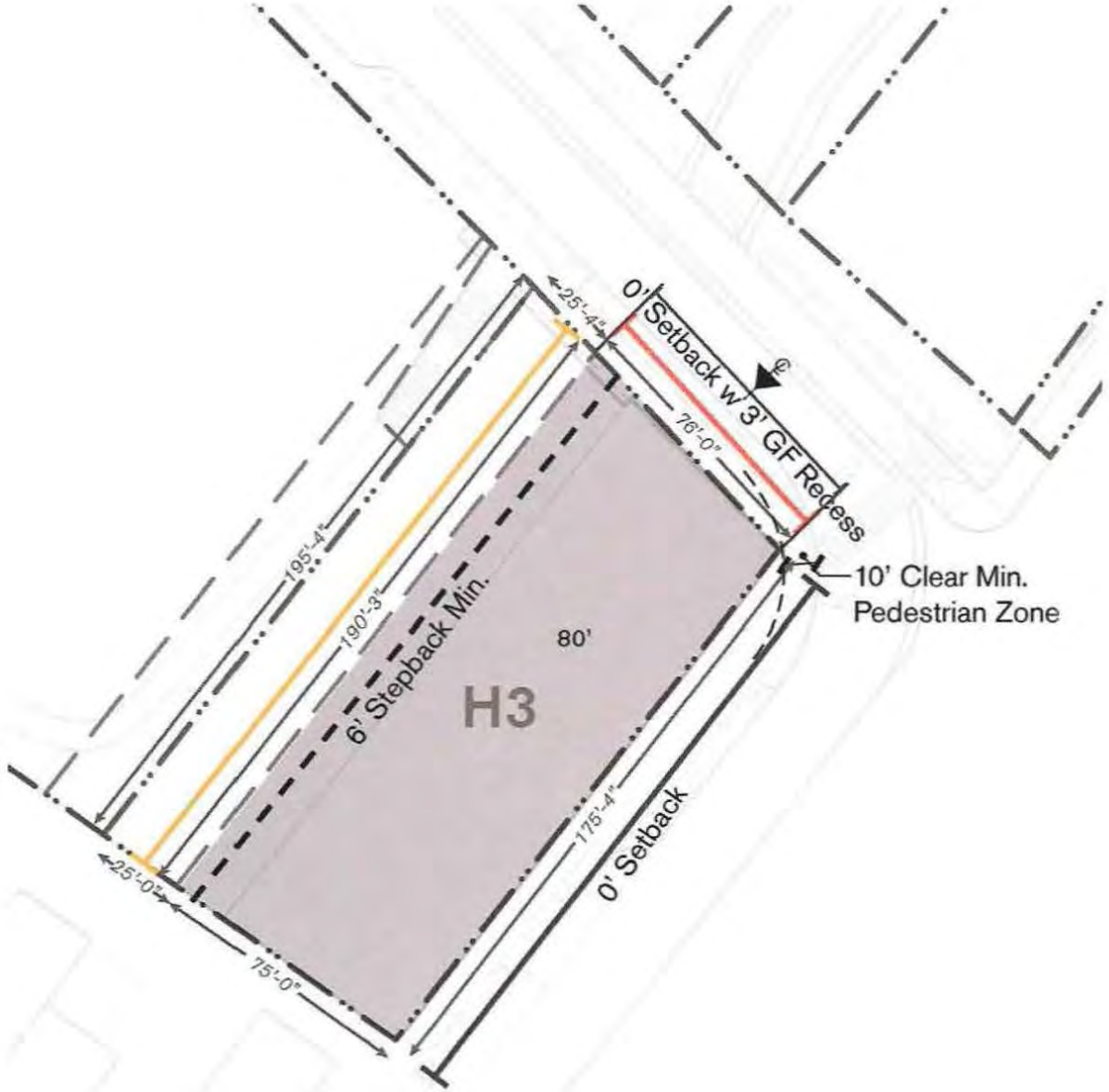


Figure A-8: Parcel H3 - Plan

1" = 50'-0"

0' 25' 50' 75'

H4

Innes Building

Primary Land Use	Mixed-Use
Special Use	None

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- ←#'→ Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

- Location of Top-Of-Grade (See Sec. 5.2)

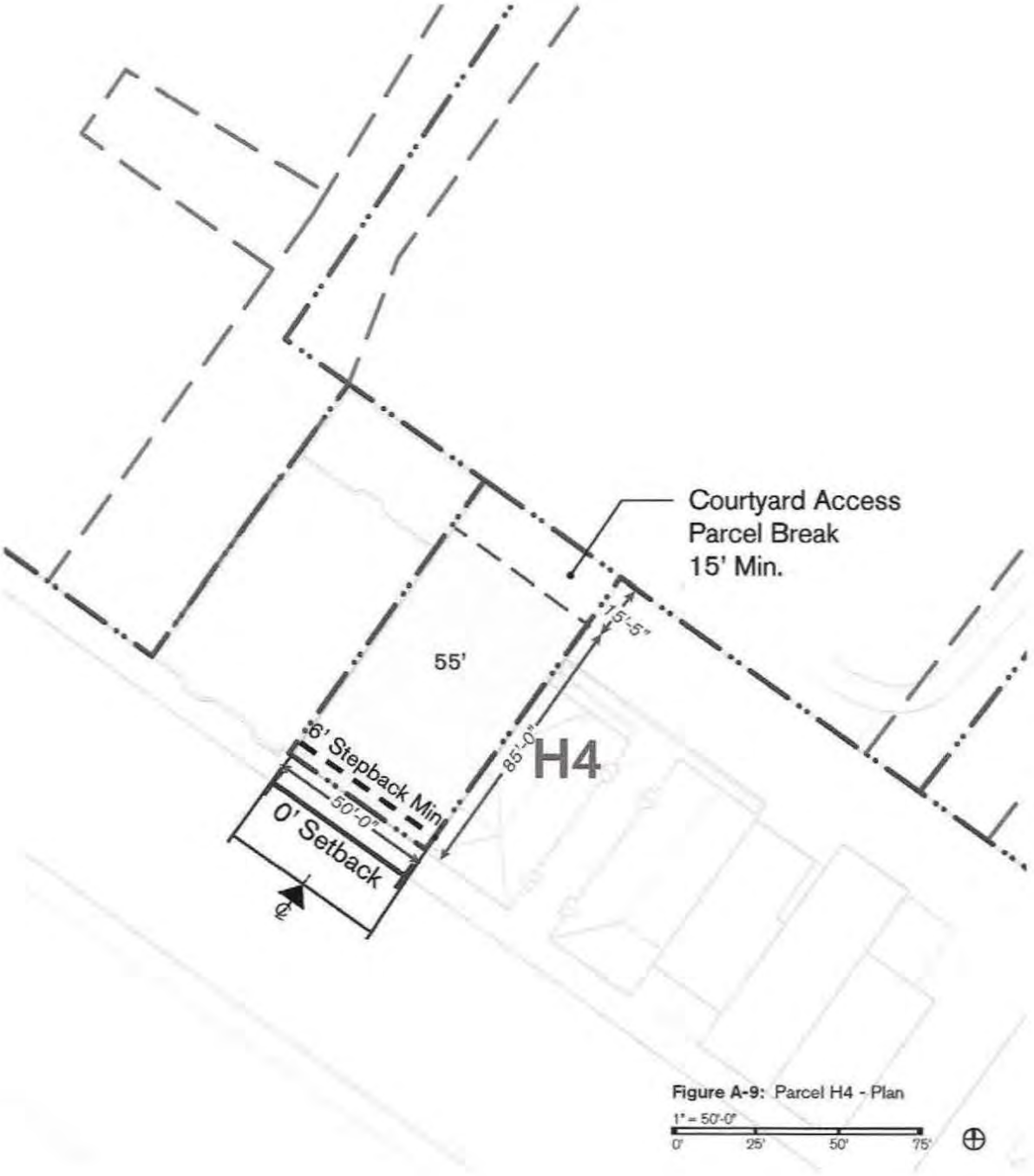


Figure A-9: Parcel H4 - Plan

F1

New Hudson Building

Primary Land Use	Mixed-Use
Special Use	Live-Work

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- ←#'→ Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

℄ Location of Top-Of-Grade (See Sec. 5.2)

Figure A-10: Parcel F1 - Plan

F2

Fairfax Building

Primary Land Use	Residential
Special Use	Live-Work

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- ←#→ Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

℄ Location of Top-Of-Grade (See Sec. 5.2)

Figure A-11: Parcel F2 - Plan

F3

Spring Corner Building

Primary Land Use	Mixed-Use
Special Use	None

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- ←#'→ Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

℄ Location of Top-Of-Grade (See Sec. 5.2)

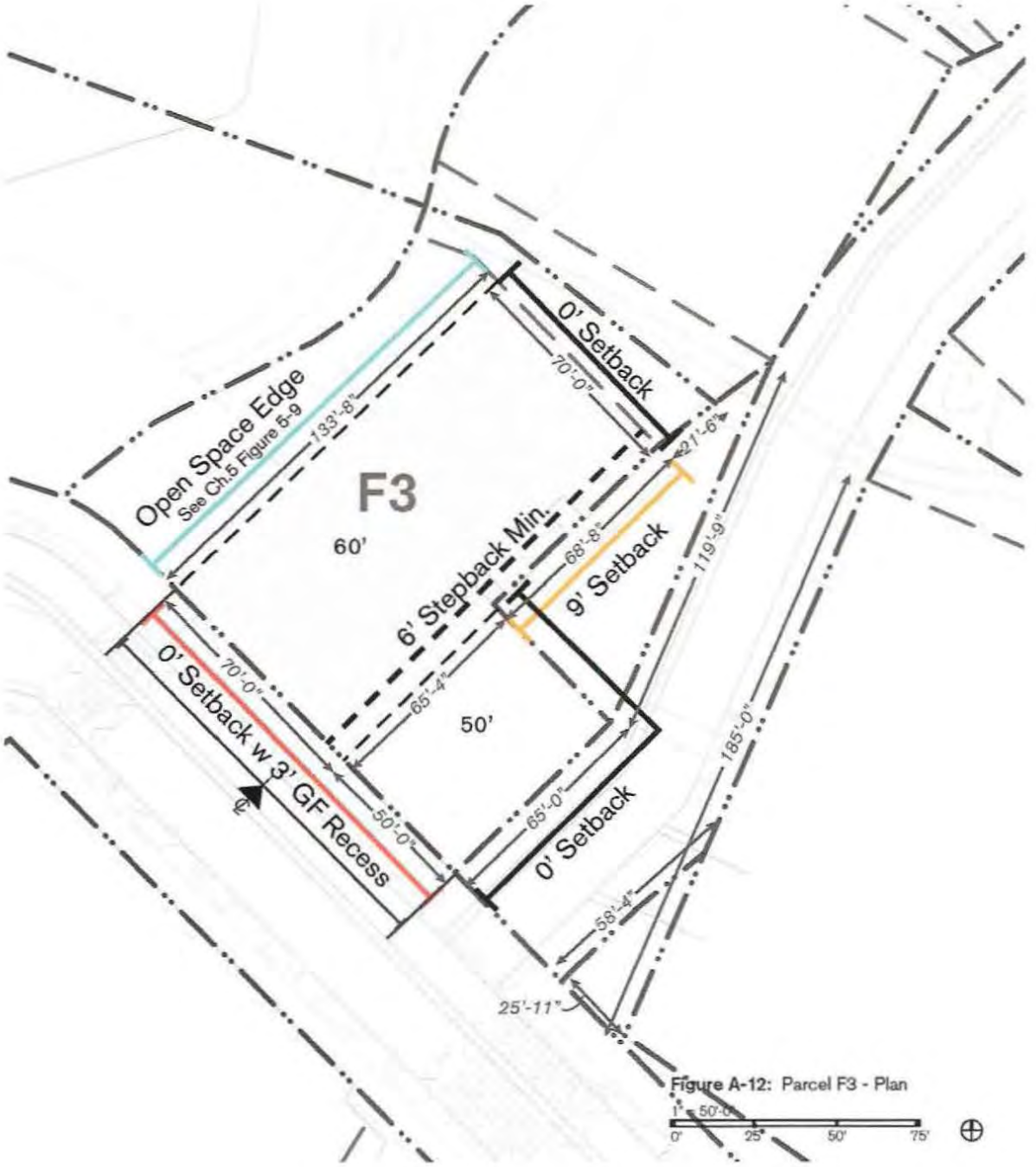


Figure A-12: Parcel F3 - Plan

F4 & F5

Spring Building

Primary Land Use	Residential
Special Use	None

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- ←#'→ Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

℄ Location of Top-Of-Grade (See Sec. 5.2)

F6

Beach Corner Building

Primary Land Use	Mixed-Use
Special Use	Live-Work

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- ←#'→ Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

℄ Location of Top-Of-Grade (See Sec. 5.2)

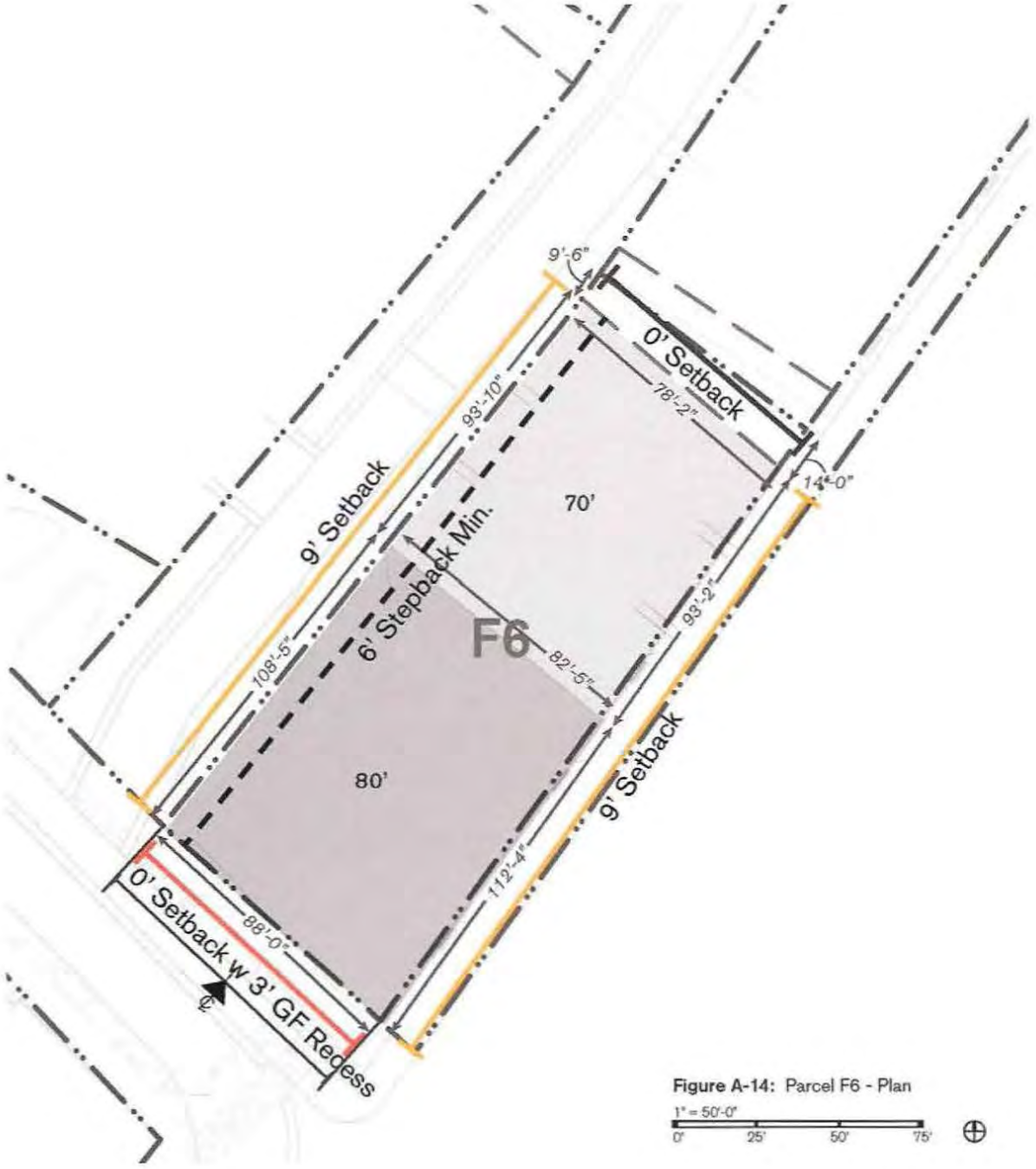


Figure A-14: Parcel F6 - Plan

1" = 50'-0"

0' 25' 50' 75'

F7A & F8

Beach Buildings

Primary Land Use	Residential
Special Use	None

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- ←#'→ Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

℄ Location of Top-Of-Grade (See Sec. 5.2)

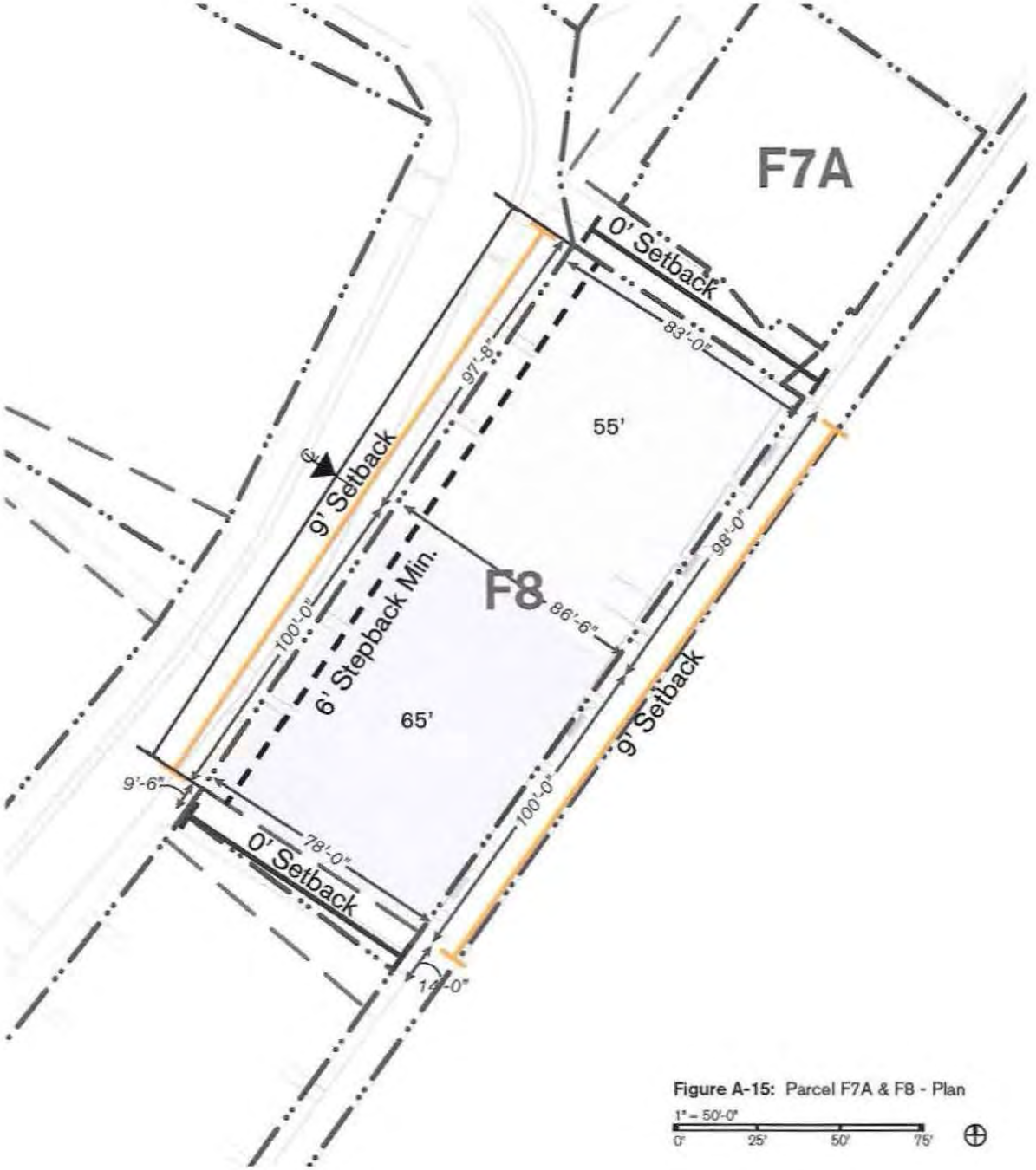


Figure A-15: Parcel F7A & F8 - Plan

1" = 50'-0"

0' 25' 50' 75'

F9 to F18

Beach Townhouses

Primary Land Use	Residential
Special Use	Townhomes

- Parcel Line
- Public Access Parcel Break
- 0' Setback*
- 0' Setback with 3' Ground Floor Recess*
- 9' Setback*
- Unique Setbacks (See Sec. 5.4)*
- 6' Min. Stepback
- Height District
- Height District Extent (All Shades)
- ←#'→ Approximate Parcel Dimensions (+/- 5')**

* Indicates Extent of Required Streetwall

** Parcel Dimensions shown may be further amended by the Final Subdivision Map.

℄ Location of Top-Of-Grade (See Sec. 5.2)

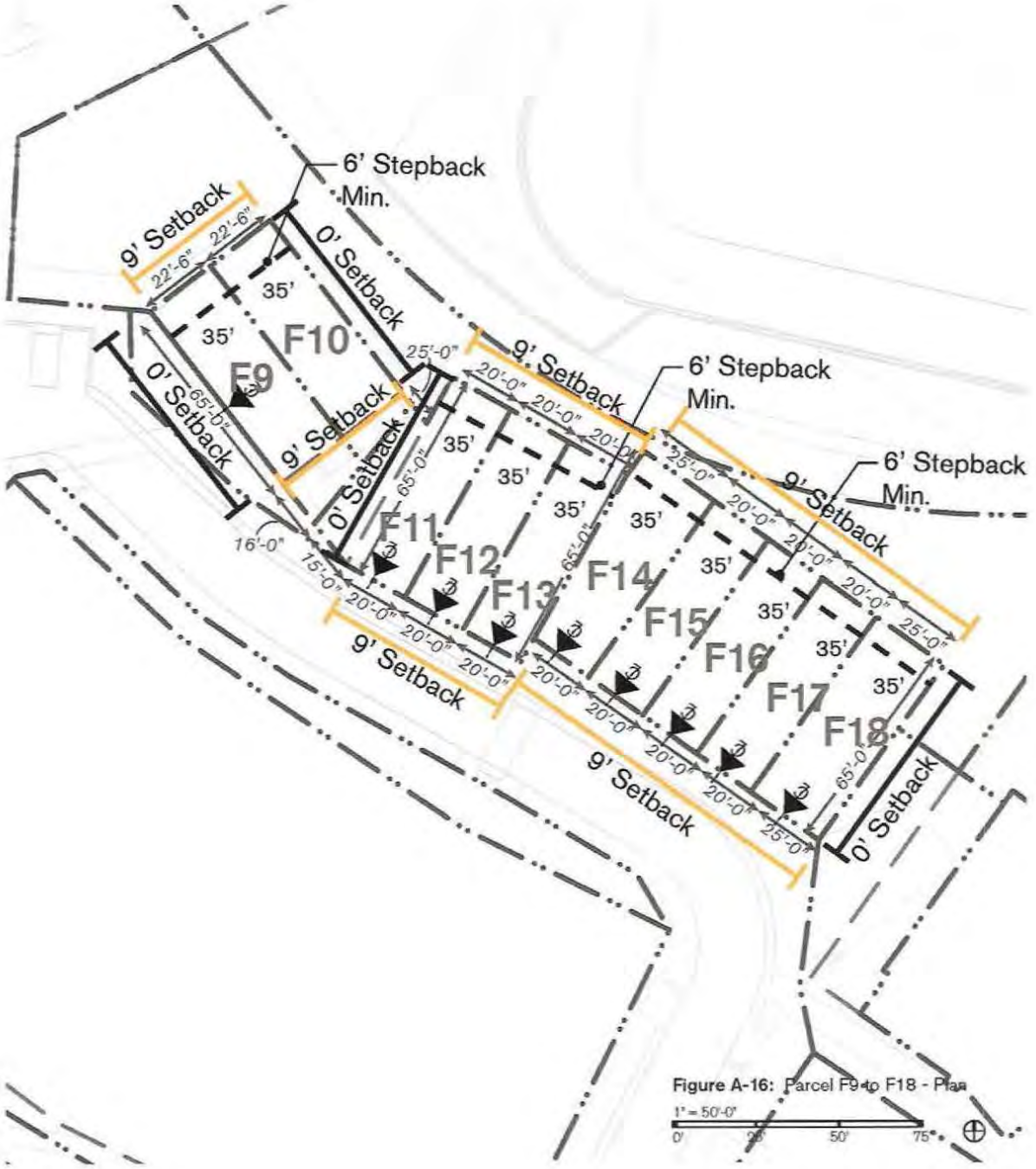


Figure A-16: Parcel F9 to F18 - Plan

A.2 Energy Analysis

Energy Performance

India Basin's district-wide energy performance was studied to quantify the overall energy consumption of the project at full build-out. Starting with Title 24-2016 compliant baseline buildings, a series of centralized and decentralized efficiency strategies were tested. The results of this analysis are summarized in Figure A-17.

Various programmatic mixes were evaluated to confirm whether the results were sensitive to changes in the proposed program. All cases yielded the following findings:

- A centralized thermal approach has benefits, but investing in building efficiency results in highest energy reductions, better building performance, and future flexibility.
- District energy emphasis should be on electricity rather than thermal energy.
- A predominantly electric site allows project to take advantage of future GHG reductions through a cleaner grid and future renewable investment.
- Using photovoltaics instead of solar thermal to meet domestic hot water demand increases benefit of renewable installations by allowing energy captured from the sun to be used beyond domestic hot water and space heating loads.

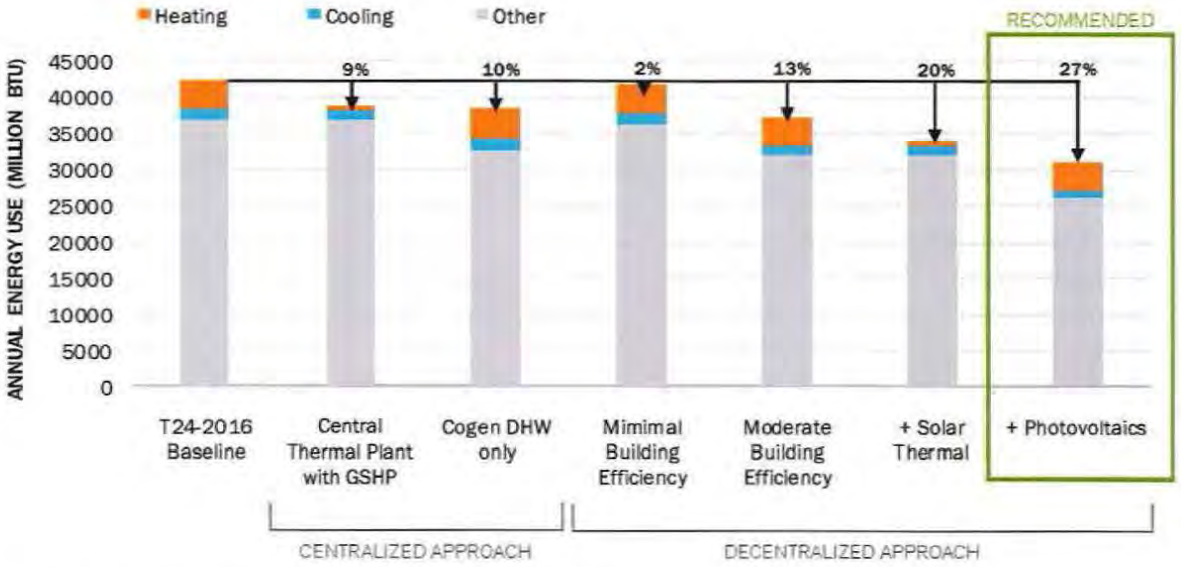


Figure A-17: Centralized and Decentralized Efficiency Strategies

These conclusions were reached by looking at building energy consumption on-site and different efficiency strategies.

Heating and cooling make up a small percentage of the overall site-wide energy consumption. A centralized thermal energy plant can therefore only save up to 10% of site energy use. Centralized thermal energy approaches such as a centralized ground source heat pump system or a cogeneration system have a beneficial impact on overall energy consumption (9% and 10% respectively), but both strategies carry a significant infrastructure investment and embodied carbon without necessarily improving the overall quality of the individual buildings. Initial studies demonstrated that the project could achieve a greater level of energy savings (13%) by implementing moderate efficiency measures at the building scale. These measures can target electrical energy use, in addition to heating and cooling, thus having a greater impact. As Title 24 gets stricter, heating and cooling will only decrease as an overall percentage of building energy consumption. A decentralized approach to efficiency also encourages higher quality buildings and enables more future flexibility by allowing buildings to adopt future innovations in efficiency without tying them to a comparatively inflexible district central plant.

Based on these observations, the project will explore implementing a microgrid, which is semi-independent electric grid that can distribute alternating current (AC) and potentially direct current (DC) electricity within the site. The project will focus on implementing a micro grid that includes DC electrical distribution to specific loads to minimize losses and improve resiliency. This site is also targeting an all-electric site to minimize on-site combustion, and integrating on-site renewable electricity generation to power the public realm and provide backup power in the event of an emergency.

Net Zero Public Realm

The energy balance for the site prepared to determine the feasibility of achieving a net zero public realm compared a rough estimate of the total energy available from onsite renewable electricity generation with anticipated energy demand of the public realm.

The anticipated energy demand on site from parking structure lighting and ventilation, site lighting, electric fleet charging, public realm structures, and wastewater treatment was calculated based on energy analysis and project precedent.

Efficiency is always the first priority as it reduces the overall electricity demand and requires less on-site renewable energy generation to meet the net zero public realm goal. Efficient will be achieved with high performance site lighting, garage lighting, and garage ventilation.

To achieve a net zero public realm, on-site photovoltaic panels can be installed on rooftops and building facades. The total capacity of the installed solar panels will need to exceed the anticipated demand to achieve a net zero public realm. Based on the comparison of on-site renewable energy potential and demands, it should be possible to offset the entire public realm energy demand with on-site solar electricity generation.

Building Energy Performance

India Basin aims to remain a leader in energy efficiency by going above and beyond code minimum energy performance. Energy use intensity (EUI) targets for each building type have been proposed in Section 6.5 High Performance Buildings.

While it may be possible to achieve the building EUI targets of the near future through efficiency alone, renewable energy will be required to achieve the more aggressive EUI targets in the future. Depending on the code trajectory, they EUI targets may need to be revisited throught the India Basin development timeline.

The predicted energy end use of each building type was calculated to assess which energy efficiency strategies will have the largest impact on energy consumption. The following pages summarize potential efficiency strategies for each building type and their order of magnitude impact on annual energy use intensity (EUI) when compared to a T24-2016 baseline building. These charts are suggestions to demonstrate a path to the goal EUIs for each building type, but the energy efficiency measures indicated are not required. Predicted EUI for each building type will have to be confirmed based on whole building energy analysis which reflects the actual design for each building.

High-Rise Residential

For residential buildings, lighting and equipment makeup more than half of the total energy use. Therefore, efficient ENERGY STAR equipment and high efficiency lighting with advanced controls will have a significant effect on energy consumption. Domestic hot water makes up another 17% of the total energy, and ventilation and pumping make up another 15%. Space cooling and heating combined makeup less than 5% of the energy use in the building. Based on this energy use distribution, recommended energy efficiency strategies are summarized in Figure A-18.

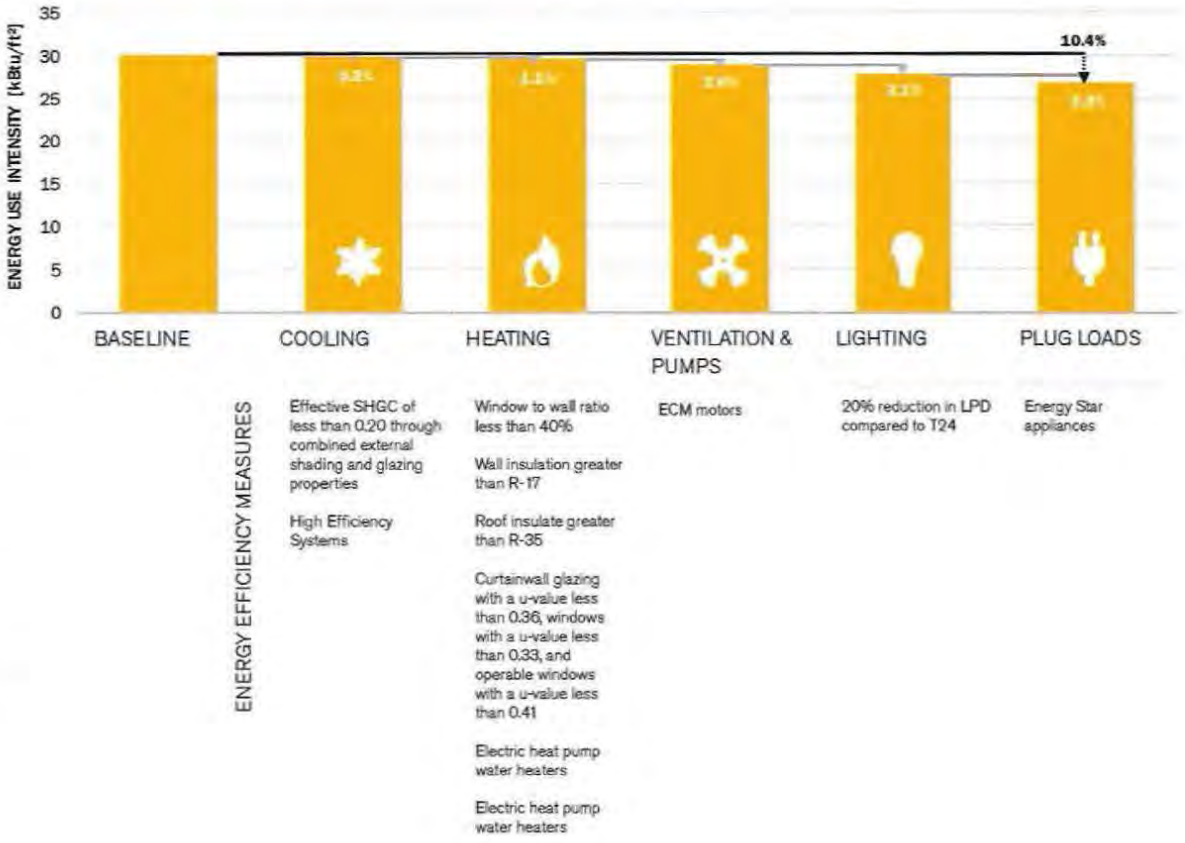


Figure A-18: High Rise Residential Energy Effiency Strategies

Commercial Office

In commercial office buildings, miscellaneous equipment makes up more than a third of the total energy end use, but is hard to address at the building scale because it is typically driven by occupant choices. Lighting makes up a quarter of the total energy end use, making it a priority for efficiency. While heating and cooling make up just over 15% of the energy consumption in the building, pumping and ventilation uses 21% of the total energy. Based on this energy use distribution, recommended energy efficiency strategies are summarized in Figure A-19 below.

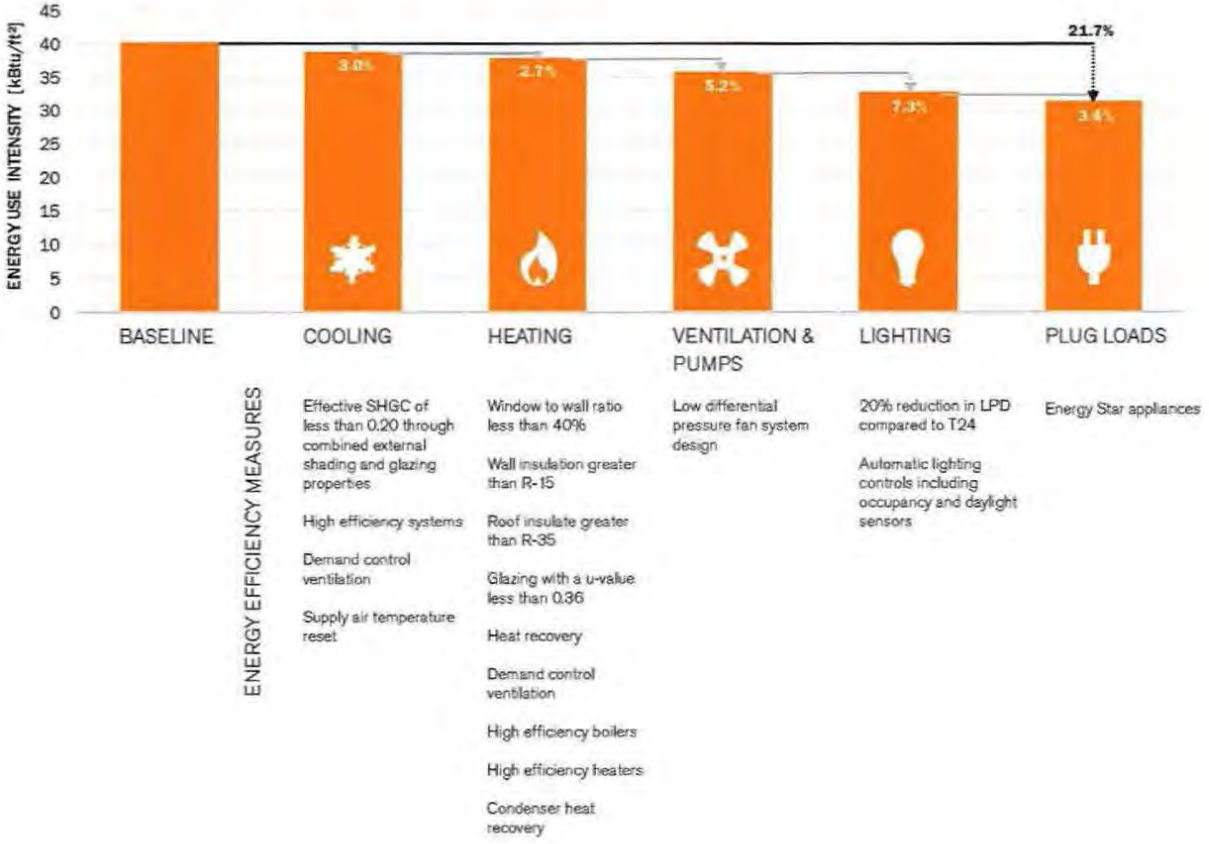


Figure A-19: Commercial Office Energy Effiency Strategies

Retail

For retail buildings, lighting, equipment, ventilation & pumping makeup the majority of the total energy use. Energy efficient lighting and ventilation design will have the most significant impact on reducing energy demand. The full summary of potential energy efficiency strategies are summarized in Figure A-20 below.

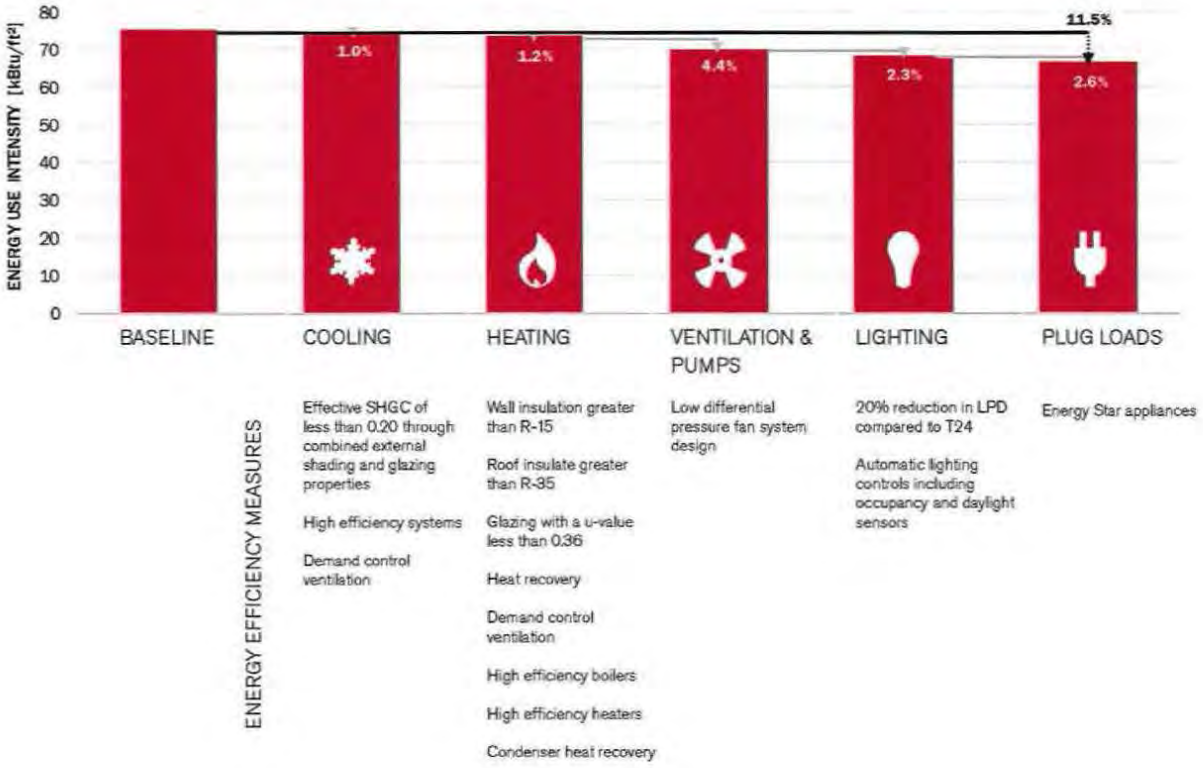


Figure A-20: Retail Energy Effiency Strategies

Energy Resilience

There are two approaches to energy resilience that could be implemented on site: "shelter in place" or "centralized place of refuge".

The "shelter in place" strategy allows people to stay in their residences in an emergency with a minimum level of service including refrigeration, basic lighting, critical electronics, and water pumping. A budget of 5 kWh/day/occupant must be provided assuming minimal energy consumption for these end uses. If 500 kWh of battery storage is installed on the microgrid, 180 occupants will be able to shelter in place with minimal service. More or fewer occupants may be served depending on the capacity of the battery and sun conditions. This approach to resilience would require that the microgrid have dedicated critical service panels in each building to ensure that only critical loads were served in an emergency.

In the "centralized place of refuge", lighting, refrigeration, and critical services would be centralized. Camps and other gathering areas could be provided in site open spaces. Assuming these critical services, each occupant would have an energy need of 1.5 kWh/day. The microgrid, when coupled with the site storage of 900 kWh, could provide critical energy services for up to 750 people.

Figure A-21 illustrates the ability for batteries to even out the intermittent electricity provided by photovoltaics, Figure A-22 summarizes the critical services and electric loads which may be considered as components of India Basin's energy resilience planning efforts.

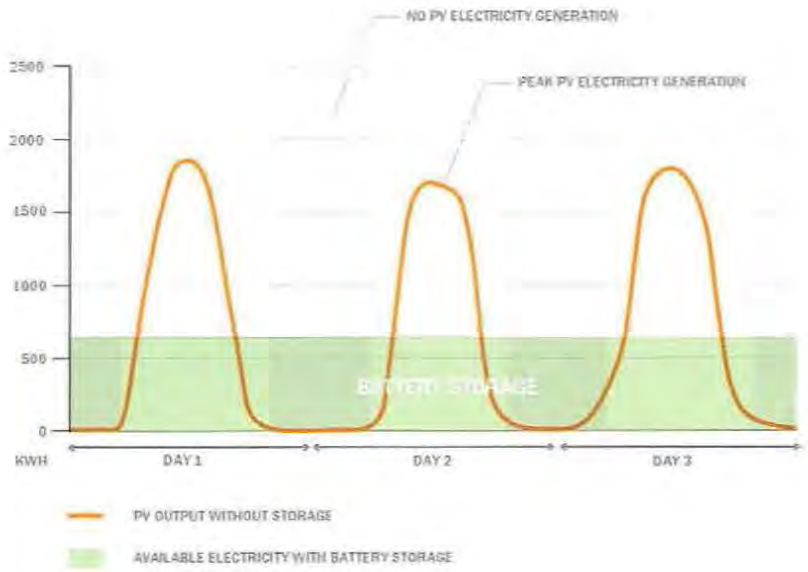


Figure A-21: On-site Generation and Battery Storage 72 hour Timeline

	CRITICAL SERVICES	APPLICABLE IB BUILDING TYPOLOGY / SERVICE	CRITICAL ELECTRIC LOADS
HEALTH	• Food and Water Distribution • Emergency First Aid • Waste Management	• Wastewater Treatment Facility • Grocery Store or Food Supply • Waste Management Services	• Purification System and pumps • Water Supply Stations • Critical Refrigeration • Emergency lighting and critical medical equipment
HUMAN SERVICES	• Disaster Welfare Information • Facilitate Reunification • Support unaffiliated volunteers and unsolicited donations • Voluntary Agency Coordination • Disaster Housing Assistance	• Commercial building: info hub • Community Center: Designated Emergency Operation Center	• WiFi • Communication repeaters and variable message boards • Charging for electric communication devices
SHELTER & TRANSPORTATION	• Sheltering: General, Specialized, Medical • Shelter in Place Senior Housing • Transportation Access • Household Pets and Service Animals	• Big Green • Senior Housing (shelter in place) • Public Transit Facilities	• Emergency shelters • Critical way finding, systems, waste management for senior housing • Critical lighting and message boards for transport

Figure A-22: Critical Services to be Considered for India Basin Resiliency Strategy

A.3 Definition of Terms

ACCESSORY USES A related minor use that is either: necessary to the operation or enjoyment of a lawful principal use or conditional use; or appropriate, incidental, and subordinate to any such use shall be permitted as an accessory use when located on the same lot.

ACCLIMATED SPECIES Plants that are not native but are adapted to the Northern California coastal climate and soil conditions and do not require irrigation two years after their initial installation.

ACTIVE USES Uses that include locally serving retail and services, community rooms and kitchens, and recreational and arts facilities. See SF Public Works Department of Plant Lists and Palettes as well as the SF Plant Finder website (http://sfplantfinder.org/) for City-endorsed species lists.

ARTICULATION Minor variations in the massing, setback, height, fenestration, or entrances to a building, which express a change across the elevation or facades of a building. Articulation may be expressed, as bay windows, porches, building modules, entrances, or eaves, vertical recesses, changes in wall plane, changes in material and colors, projections or changes in window forms and patterns among other similarly scaled elements.

AWNING A light roof-like structure, supported entirely by the exterior wall of a building, consisting of a movable frame covered with approved cloth, plastic or metal, extending over doors and windows, with the purpose of providing protection from sun and rain and embellishment of the facade; as further regulated in Section 3105 of the Building Code.

BACK-OF-WALK The edge of a sidewalk that abuts the development parcel/area. Commonly used to demarcate the boundary between a public right-of-way and private development parcel.

BIO-CORRIDOR A strip of habitat connecting wildlife populations that have been separated by human activities.

BIO-FILTRATION A process to remove and biologically degrade pollutants from stormwater runoff by filtering the water through a planted medium.

BIO-INFILTRATION A process to remove and biologically degrade pollutants from stormwater runoff by slowly absorbing and infiltrating in shallow, planted depressions. This process also reduces the volume of runoff while cleaning up pollutants. Stormwater flows into the bioinfiltration area, ponds on the surface, and gradually infiltrates into the soil bed. Filtered runoff is infiltrated into the surrounding soils via an absorption basin or trench. Excess water can be collected by an underdrain system and discharged to the storm sewer system or directly into receiving waters.

BLANK WALL Any streetwall area that is not transparent, including solid doors and mechanical area wall(s).

BLOCK An area of land bounded by public rights-of-way as designated numerically on the Project Boundary, Block, and Street Grid maps.

BUILDING Any structure having a roof supported by columns or walls and intended for supporting or sheltering any use or permanent occupancy.

BUILDING ENTRY The point of a building associated with accessibility of the user, not including service or loading access.

BUILDING ENVELOPE The exterior dimensions—dictating the maximum dimensions of width, depth, height and bulk—within which a building may exist on a given site.

BUILDING FACE The major or primary plane of the exterior wall of the building. The term is often used in context with its relationship to an adjacent street or public area.

BUILDING HEIGHT The vertical distance by which a building or structure rises above a certain point of measurement. See Section 5.2 of this Code for how height is measured.

BUILDING PROJECTION Any portion of the building projecting from the building face beyond the property line, setback line, or parcel break line, as applicable at at grade, or from any point above the ground floor.

BULK The maximum physical dimensions of built volume.

CANOPY A light roof-like structure, supported by the exterior of a building consisting of a fixed or frame covered with approved cloth, plastic or metal, with the purpose of providing protection from sun and rain and embellishment of the façade.

CORNER The first fifty feet of a block measured from the intersection of two or more streets.

CURB CUT A break in the street curb to provide vehicular access from the street surface to private or public property across a continuous sidewalk.

CYCLE TRACK A separated, two-way right-of-way adjacent to or within the street right-of-way for the exclusive use of bicycles with crossflow by motorists and pedestrians minimized.

DAYLIGHTING The practice of providing a specific length of red curb at the corners of intersections where parallel street parking is not inset into the sidewalk area to ensure that pedestrians, bicycles and other vehicles are fully visable to drivers positioned for a right or left turn. Where parallel street parking is inset into the sidewalk, a red curb is not required.

DESIGN GUIDELINES Describe the alignment of specific features or provisions to the project intent, vision, principles, design drivers and physical framework, including recommendations for project elements. Guidelines are binding; proposed development must demonstrate compliance with guideline intent. Guidelines differ from Standards in that they may be subjective or otherwise require interpretation, and variation from them does not require formal modification. Compliance may be evaluated, and conditions amended or waived ministerially.

DESIGN STANDARDS Mandatory, objective and quantifiable specifications or other requirements applicable to the components, features or provisions within a Project. Amendments to Standards require formal approval by the Authority Having Jurisdiction (AHJ).

DWELLING UNIT A Residential Use defined as a room or suite of two or more rooms that is designed for, or is occupied by, one family doing its own cooking therein and having only one kitchen.

EASEMENTS Easements establish a right to cross or otherwise use land owned by others for a specified purpose.

EXCEPTION A relaxation of certain development controls when a set of specific design guidelines are met.

FAÇADE An entire exterior wall assembly including, but not limited to, all finishes and siding, fenestration, doors, recesses, openings, bays, parapets, sheathing, and framing.

FENESTRATION The arrangement of windows and doors on the elevation of a building. Fenestration is often examined as a pattern.

FIN SIGN A sign projecting from the building wall over the sidewalk, visible from the street, also known as blade sign that directs attention to a business, service or retail activity.

FREESTANDING SIGN A sign in no part supported by a building.

FRONTAGE ZONES This is a zone located along retail buildings reserved for outdoor display, signage and movable cafe seating with appropriate permits.

GOALS Aspects of the project that the sponsors will diligently pursue and seek to finance. Goals are ultimately non-binding and are intended to be achieved at full build-out.

GROCERY A Retail Sales and Services Use that:

- (a) Offers a diverse variety of unrelated, non-complementary food and non-food commodities, such as beverages, dairy, dry goods, fresh produce and other perishable items, frozen foods, household products, and paper goods;
- (b) May provide beer, wine, and/or liquor sales for consumption off the premises with a California Alcoholic Beverage Control Board License type 20 (off-sale beer and wine) or type 21 (off-sale general) within the accessory use limits;
- (c) Prepares minor amounts or no food on site for immediate consumption; and
- (d) Markets the majority of its merchandise at retail prices;
- (e) May have a Limited Restaurant use within the accessory use limits;

GROSS FLOOR AREA Shall have the meaning established in the City of San Francisco Planning Code §102. DEFINITIONS, for "Floor Area, Gross."

HARDSCAPE The coverage of ground surfaces with constructed materials such as paving, walls, steps, decks, or furnishings.

HEDGEROW A row of bushes, shrubs and/or trees that help define a place, act as shelterbelts from prevailing winds, and add to biodiversity.

HISTORIC RESOURCES Buildings or structures listed on the National Register of Historic Places, either individually or as contributors to a National Register-listed Historic District.

HORIZONTAL DEVELOPMENT Horizontal improvements, including infrastructure, streetscape and open space improvements that the master horizontal developer is required to construct under the terms of a Development Agreement (DA) with the master developer.

IMPERVIOUS SURFACES An impermeable material, which prevents moisture percolation into the ground, and therefore sheds rainwater and residues onto streets and into stormwater sewers.

INDUSTRIAL AESTHETIC Elements with an industrial aesthetic shall give dominance to the predominant structure of the element and expose said element to reflect age, such as weathered wood, exposed elements, industrial light fixtures and substrate.

LANDING The area associated with a stairway or ramp that provides reprieve from the ascent or descent of the vertical change; typically flat, and sometimes wider than said stairway or ramp.

LINER RETAIL Small retail spaces located along the perimeter of large retail areas.

LIVE/WORK UNIT A hybrid Residential and PDR Use that is defined as a structure or portion of a structure combining a residential living space for a group of persons including not more than four adults in the same unit with an integrated work space principally used by one or more of the residents of that unit.

LOCAL-SERVING RETAIL Retail uses providing goods and services to the population within the immediate neighborhood.

LOT FRONTAGE The dimension of a lot along a primary street.

MAJOR FACE(S) The longer linear, horizontal sides of a building's facade.

MAJOR PHASE OF DEVELOPMENT Each major phase of development identified in the phasing plan.

MASSING Form used to describe the three-dimensional volume or shape of a building or part of a building or the act of creating it.

MAXIMUM APPARENT FACE The maximum allowable length of any given side of a building's facade or portion thereof.

MAXIMUM PLAN DIMENSION The maximum linear horizontal dimension of a building or structure at a given level, between the outside surfaces of its exterior walls. The maximum plan dimension of a building or structure is the greatest plan dimension parallel to the long axis of the building.

MICRO-PARCELS Small scale property parcels of no more than 2,500 gsf, intended for development of between 1 and 3 dwelling units.

MINOR FACE(S) The shorter linear, horizonal sides of a building's facade.

MODULATION A Major variation in the massing, height, or setback of a building, as a means of breaking up a structure's perceived bulk.

NATIVE SPECIES Plants that have evolved over geologic time in response to physical and biotic processes characteristic of a region: the climate, soils, timing of rainfall, drought and interactions with the other species inhabiting the local community. They are uniquely adapted to local conditions, providing a practical and ecologically valuable alternative for landscaping, conservation and restoration projects, and as wildlife food source.

OFFICE USE A space within a structure intended or primarily suitable for occupancy by persons or entities which perform for their own benefit or provide to others at that location, administrative services, design services, business and professional services, financial services, medical services, multimedia, software development, web design and information technology.

OPEN-AIR SALES A retail use involving open-air sale of new and/or used merchandise, except vehicles, but including agricultural products, crafts, and art work.

OPEN RECREATION AREA A Non-Commercial Entertainment, Arts and Recreation Use that is not publicly owned which is not screened from public view, has no structures other than those necessary and incidental to the open land use, is not operated as a gainful business, and is devoted to outdoor recreation such as golf, tennis, or cycling.

OPEN USE Any use of a lot that is not conducted within a Building.

OUTDOOR ACTIVITY AREA An area, not including primary circulation space or any public street, located outside of a building or in a courtyard and provided for the use or convenience of patrons of a commercial establishment including, but not limited to, sitting, eating, drinking, dancing, and food-service activities.

OWNERS ASSOCIATION (OA) An organization in a subdivision, planned community or condominium that makes and enforces rules for the properties within its jurisdiction.

PARCEL Parcels delineate the limits of public and private property.

PARCEL BREAKS A dedicated, unobstructed access areas and throughways within parcels. Buildings are prohibited within parcel breaks with the exception of the below-grade (or partially below-grade) garage structures, allowable encroachments, and public realm and open space elements. Parcel breaks shall fall into four major categories:

- Public Access Parcel Breaks
- Courtyard Access Parcel Breaks
- Transit Plaza Parcel Break (See Sec. 5.1)
- Maintenance Access Easements

PARKING A parking facility serving uses located on either parcels or blocks occupied by said facility or on other parcels or blocks.

PASSIVE OUTDOOR RECREATION A Non-Commercial Entertainment, Arts and Recreation Use defined as an open space used for passive recreational purposes that is not publicly owned and is not screened from public view, has no structures other than those necessary and incidental to the open land use, is not served by vehicles other than normal maintenance equipment, and has no retail or wholesale sales on the premises. Such open space may include, but not necessarily be limited to, a park, playground, or rest area.

PERMEABLE SURFACES Permeable surfaces are those that allow stormwater to infiltrate the underlying soils. Permeable surfaces shall include, but not be limited to, vegetative planting beds, porous asphalt, porous concrete, single-sized aggregate, open-jointed blocks, stone, pavers, or brick that are loose-set and without mortar. Permeable surfaces are required to be contained so neither sediment nor the permeable surface discharges off the site.

PERMITTED USES Uses principally permitted persuant to the Permitted and Conditional Table. See Chapter 4.

PERVIOUS SURFACE Landscaping materials that allow a percentage of rainwater to percolate into the ground rather than run off into the stormwater system.

PLANNING COMMISSION The governing body of the Planning Department of the City and County of San Francisco.

POCKET PLAZAS Community gathering and program spaces located at strategic nodes within the neighborhood.

PROHIBITED USES Excluded uses, as listed below, are uses that might have fit within a broad category listed in the Permitted or Conditionally Permitted Use table but are expressly prohibited:

Drive-through facilities

Adult entertainment

General Advertising

RESIDENTIAL USE A Use Category consisting of uses that provide housing for San Francisco residents, rather than visitors, including Dwelling Units, Group Housing, Residential Hotels, and Senior Housing, and any residential components of Institutional Uses. Single Room Occupancy and Student Housing designations are considered characteristics of certain Residential Uses.

RESTAURANT A full-service or self-service retail facility primarily for eating use; which provides ready-to-eat food to customers for consumption on or off the premises; which may or may not provide seating; and which may include a Bar. Food may be cooked or otherwise prepared on the premises.

RETAIL SALES AND SERVICES A commercial use which provides goods and/or services directly to the customer, including Outdoor Activity Areas and Open Air Sales Areas. It may provide goods and/or services to the business community, provided that it also serves the general public.

RETAIL USE A Commercial Use that includes uses that involve the sale of goods, typically in small quantities, or services directly to the ultimate consumer or end user including, but not limited to, Retail Sales and Service Uses, Commercial Entertainment, Arts and Recreation Uses, and Retail Automotive Uses.

ROOF SIGN A sign, or portion thereof, erected or painted on or over the roof of a building.

SEMI-PRIVATE COURTYARD OR OPEN SPACE Open space that is available and accessible to residents or tenants of the adjacent buildings but is not necessarily required to be publicly accessible.

SERPENTINE SOILS Serpentine soils are typically present in areas near active geologic faults, where the mineral Serpentinite emerges from the earth's mantle through cracks in surrounding bedrock. The San Andreas and Hayward faults are responsible for the serpentine outcrops that occur across the Bay Area.

These soils are characterized by a thin, rocky texture, and a mineral content high in magnesium, nickel, and chromium and low in calcium and nitrogen. The result is an environment that is outright toxic to many plants, and simply challenging for other to survive. However, certain plants have evolved over time to thrive in these conditions, including many of the plants that are endemic to the Bay Area and the larger ecosystems that revolve around them.

SETBACK Open space provided between the property line and the primary built structure creating an expanded area along the sidewalk providing a transition between the street and private uses on the property. Setbacks may be required to be dedicated for public use or remain as private space between the public right-of-way and the building mass. The term may refer to:

- The required or actual horizontal distance between the property line and the nearest face of the building.
- The area defined by such dimension.

SHARED PUBLIC WAY Dedicated rights-of-way primarily designed for pedestrian use, which also permit vehicles and bicycles to share the open space.

SHARED YARD The shared yard is a buffer between the Big Green and the Flats. It acts as a visual transition between public open space and private homes, and provides residents with a shared semi-private open space for activities such as play, barbecue, small gatherings, and leisure time. Stoops overlook the shared yard, which fronts the Big Green. Stormwater is treated between buildings.

SOFTSCAPE Landscaped areas dedicated to planted materials such as ground cover, annuals, perennials, shrubs and trees.

STEPBACK

- A. The required or actual distance between the vertical edges of a building above a specified height, or between the vertical edge of a building and the property line above a specific height.
- B. The area defined by such dimension

STOOP An outdoor entryway into residential units raised above the sidewalk level. Stoops may include steps leading to a small porch or landing at the level of the first floor of the unit.

STORAGE A use which stores goods and materials used by households or businesses at other locations, but which does not include junk, waste, salvaged materials, automobiles, inflammable or highly combustible materials. A storage building for household or business goods may be operated on a self-serve basis.

STOREFRONT The facade of a retail space between the street grade and the ceiling of the first floor.

STREET A Right-of-Way permanently dedicated to common and general use by the public, as described in the Parcels+Easement Plan.

STREETWALL The aggregate effect of the façades of buildings along a property line adjacent to a public street or open space. The typical context for this term is in defining the public realm and framing or engaging the street.

STRUCTURAL SOIL Designed growing medium made up of crushed stone, clay loam, and a hydrogel stabilizing agent, which can meet or exceed pavement sub-base design and compaction requirements while remaining root penetrable and supportive of tree growth. The small voids in structural soil provide space for healthy root growth at deeper levels and serve to prevent surface heaving of pavement much more effectively than root barriers.

STRUCTURE Anything constructed or erected which requires fixed location on the ground or attachment to something having fixed location on the ground.

TERRACE A raised, flat platform associated with and providing egress from a [usually residential] building.

TIDAL ZONE The tidal portion of the site exists from the high tide line down to low tide line (open water). The project site contains the largest area available for this habitat in India Basin and one the largest in the southeastern waterfront of San Francisco.

TIDELANDS TRUST The public trust for commerce, navigation and fisheries, whereby title to tidelands and lands under navigable waters are held in trust for the benefit of the people of California.

TRANSPARENCY A characteristic of clear facade materials, such as glass, that provide an unhindered visual connection between the sidewalk and internal areas of the building.

TOWER EXTENSION The portion of a tower above the roof of the highest occupied floor used to screen rooftop elements and to enhance the tower design.

UNBUNDLED PARKING Non-residential, unassigned shared parking.

UNDERSTORY PLANTING Vegetation which is moderate to low in height and provides a range of ecological and public realm benefits. Understory planting may include native lawns, costal scrub, annual and perennial grasses, and wildflowers

VERTICAL DEVELOPMENT Individual buildings or structures developed pursuant to a Vertical Development Agreement.

VISION ZERO "a multi-national road traffic safety project that aims to achieve a highway system with no fatalities or serious injuries in road traffic. It started in Sweden and was approved by their parliament in October 1997.[1] A core principle of the vision is that 'Life and health can never be exchanged for other benefits within the society' rather than the more conventional comparison between costs and benefits, where a monetary value is placed on life and health, and then that value is used to decide how much money to spend on a road network towards the benefit of decreasing how much risk." https://en.wikipedia.org/wiki/Vision_Zero "In 2014, the SFMTA joined the San Francisco Board of Supervisors in adopting "Vision Zero": a policy to eliminate all traffic deaths in San Francisco by 2024.' https://www.sfmta.com/projects-planning/projects/vision-zero

WALK-UP FACILITY A structure designed for provision of pedestrian-oriented services, located on an exterior building wall, including window service, self-service operations, and automated bank teller machines ("ATMs").

WALL SIGN A sign painted directly on the wall or fixed flat against a facade of a building, parallel to the building wall and not projecting out from the facade more than the thickness of the sign cabinet.

WILDLIFE FRIENDLY HABITAT A habitat that provides food, water, shelter and nesting areas in order to support, protect and restore native plants and animals.

A.4 List of Figures

Figure 1-1: Regional Context, 4

Figure 1-2: Project Location, 4

Figure 1-3: Neighborhood Context, 5

Figure 1-4: Citywide Transit Access to Site, 6

Figure 1-5: Existing Site Conditions, 11

Figure 1-6: Geotechnical area diagram, 14

Figure 1-7: Settlement Zones diagram, 15

Figure 1-8: Coastal Processes, 17

Figure 1-9: Regulatory Jurisdiction, 18

Figure 1-10: Existing Hydrology System, 19

Figure 1-11: Existing Habitats and Wetlands, 20

Figure 1-12: Existing Mitigation Wetlands, 21

Figure 1-13: Sea Level Rise (Existing Conditions for MHHW), 22

Figure 1-14: Blue Green Coastal Zone, 25

Figure 1-15: Eco-Corridors - Hillside to Bay, 25

Figure 1-16: Eco-Bands (Terracing), 25

Figure 1-17: Typical Grid, 26

Figure 1-18: Adjusted Grid to Mitigate Wind, 26

Figure 1-19: Broken Grid Creates Diverse Spaces, 26

Figure 1-20: Public Views, 27

Figure 1-21: Unbraided Cord - Parallel to Shoreline, 27

Figure 1-22: Nodes/ Places, 27

Figure 1-23: Illustrative Site Plan, 29

Figure 1-24: Biodiversity Cross-section & Vertical Connectivity, 30

Figure 1-25: Habitats, 31

Figure 1-26: Land Use, 33

Figure 1-27: Urban Form, 34

Figure 1-28: Maximum Height, 35

Figure 1-29: Regional Views, 36

Figure 1-30: Protected Public View Corridors, 37

Figure 1-31: Public Realm and Open Space Diagram, 39

Figure 1-32: Existing and Proposed Transit Access, 40

Figure 1-33: Transit Access, 41

Figure 1-34: Street Network, 43

Figure 1-35: Bike Network, 45

Figure 1-36: Pedestrian Network, 47

Figure 1-37: Potential District Sustainability Strategies, 49

Figure 1-38: Project Sub-Areas, 51

Figure 2-1: Streets Index Plan, 63

Figure 2-2: Shared Public Way Emergency Vehicle Access, 64

Figure 2-3: Emergency Vehicle Access, 65

Figure 2-4: Streetscape Zones, 67

Figure 2-5: Griffith Street View, 70

Figure 2-6: Griffith Street Section, 71

Figure 2-7: Griffith Enlarged Plan, 73

Figure 2-8: New Hudson Avenue View, 74

Figure 2-9: New Hudson Avenue Section - Typical, 75

Figure 2-10: New Hudson Enlarged Plan, 77

Figure 2-11: New Hudson Enlarged Plan, 78

Figure 2-12: New Hudson Enlarged Plan, 79

Figure 2-13: New Hudson Enlarged Plan, 80

Figure 2-14: New Hudson Enlarged Plan, 81

Figure 2-15: New Hudson Enlarged Plan, 82

Figure 2-16: Arelious Walker Drive View, 84

Figure 2-17: Arelious Walker Drive Section - Typical, 85

Figure 2-18: Arelious Walker Drive Enlarged Plan, 87

Figure 2-19: Earl Street Section, 88

Figure 2-20: Earl Street Enlarged Plan, 89

Figure 2-21: Shared Public Way - Spring Lane, 91

Figure 2-22: Shared Public Way Section, 92

Figure 2-23: Typical Shared Public Way Section at Tree, 93

Figure 2-24: Shared Public Way - Beach Lane Enlarged Plan, 95

Figure 2-25: Shared Public Way - Beach Lane Enlarged Plan, 96

Figure 2-26: Shared Public Way - Fairfax Lane Enlarged Plan, 97

Figure 2-27: Shared Public Way - Spring Lane Enlarged Plan, 98

Figure 2-28: Shared Public Way - Spring Lane Enlarged Plan, 99

Figure 2-29: Cove Laneway Axon, 100

Figure 2-30: Hillside Laneway Axon, 100

Figure 2-31: Laneway Index Plan, 101

Figure 2-32: Cove Laneway Section - Typical, 102

Figure 2-33: Cove Laneway Enlarged Plan, 103

Figure 2-34: Hillside Laneway Section- Typical, 104

Figure 2-35: Hillside Laneway Enlarged Plan 105

Figure 2-36: Flats Laneway Section - Typical, 106

Figure 2-37: Flats Laneway Enlarged Plan, 107

Figure 2-38: Maintenance Access Routes, 108

Figure 2-39: Trail Index Plan, 109

Figure 2-40: Trail Sections - Type A & B: Multi-Use Trail, 112

Figure 2-41: Trail Sections - Type E: Elevated Boardwalk, 113

Figure 2-42: Trail Sections - Type A-D, I: Trail in Slope, 113

Figure 2-43: Trail Sections - Type D & H: Hiking Trail, 113

Figure 2-44: (Left) Furnishing Areas at Curve (Right) Furnishing Areas at Straight Alignments, 115

Figure 2-45: Earl Path Section, 116

Figure 2-46: Earl Path Enlarged Plan, 117

Figure 2-47: Earl Path Enlarged Plan, 118

Figure 2-48: Earl Path Enlarged Plan, 119

Figure 2-49: Open Space Index Plan, 121

Figure 2-50: Transit Plaza Plan, 123

Figure 2-51: Public Market Plaza Enlargement Plan, 125

Figure 2-52: Town Triangle Enlargement Plan, 127

Figure 2-53: Courtyards & Stairs, 128

Figure 2-54: Courtyard Access, 131

Figure 2-55: Pocket Plazas, 133

Figure 2-56: Cover Terrace Axon Looking Northeast, 134

Figure 2-57: Cove Terrace Enlargement Plan, 137

Figure 2-58: Big Green Enlargement Plan, 141

Figure 2-60: Earthwork Enlargement Plan, 143

Figure 2-59: Earthwork Typologies, 143

Figure 2-61: Stormwater Enlargement Plan, 145

Figure 2-62: Shared Front Yard Enlargement Plan, 147

Figure 2-63: West Shoreline Section, 149

Figure 2-64: West Shoreline Enlargement Plan, 151

Figure 2-65: East Shoreline Axon, Looking East, 152

Figure 2-66: East Shoreline Section, 153

Figure 2-67: East Shoreline Enlargement Plan, 155

Figure 2-68: Beach, Boat Launch & Overlook Axon, Looking West, 156

Figure 2-69: Perched Beach Section, 157

Figure 2-70: Beach & Boat Launch Enlargement Plan, 159

Figure 2-71: Conceptual Furnishing Plan, 171

Figure 2-72: Conceptual Fences and Gate, 177

Figure 2-73: Pedestrian Light Levels, 181

Figure 2-74: Pavilions and Art Installations, 183

Figure 2-75: Tree Pit Configuration, 188

Figure 2-76: Standard Tree Pit, 189

Figure 2-77: Modular Structural Cell, 189

Figure 2-78: Bioretention Type A Section (NTS), 191

Figure 2-79: Bioretention Type B Section (NTS), 191

Figure 2-80: Roof Bioretention Section (NTS), 191

Figure 2-81: Habitat Continuity Throughout India Basin, 192

Figure 2-82: Conceptual Tree Plan, 194

Figure 2-83: Conceptual Understory Planting Plan, 198

Figure 3-1: Potential Non-Potable Water Generation and Uses, 206

Figure 3-2: Wastewater Management, 207

Figure 3-3: Watersheds and Stormwater Management, 211

Figure 3-4: Potential Microgrid Configuration, 215

Figure 3-5: Potential Microgrid Configuration With Battery Storage, 216

Figure 3-6: Potential for Public Realm Energy Balance, 217

Figure 3-7: Potential Photovoltaic Locations, 219

Figure 3-8: Product Selection, 223

Figure 3-9: San Francisco City and India Basin Efforts, 224

Figure 3-10: Net Zero Off-Haul, 225

Figure 3-11: Site Assets & Interim Activation, 229

Figure 3-12: Anticipated Sea Level Rise, 231

Figure 3-13: Proposed Shoreline Adaptation (See Ch. 2 for proposed condition), 233

Figure 3-14: Upland Habitat Migration, 234

Figure 4-1: Strategy for Expanding Neighborhood Amenities, 238

Figure 4-2: Existing Neighborhood Amenities, 238

Figure 4-3: India Basin Waterfront Parks and Trails Study, 239

Figure 4-4: Existing and Proposed Community Services and Amenities, 240

Figure 4-5: Community Services and Amenities, 241

Figure 4-6: Land Use, 243

Figure 4-7: Active Ground Floor Uses, 253

Figure 4-8: Parking, 255

Figure 4-9: Loading, 257

Figure 5-1: Parcels and Parcel Breaks, 261

Figure 5-2: Building Height Measurement, 262

Figure 5-3: Maximum Height, 263

Figure 5-4: Building Height Measurement Concept - Streets from which the Measurement of Height is to be Taken, 264

Figure 5-5: Building Height Measurement - Streets from which the measurement of Height is to be taken, 265

Figure 5-6: Tower Controls - Axon, 267

Figure 5-7: Tower Controls - Plan, 267

Figure 5-8: Building Setbacks, 269

Figure 5-9: Unique Setbacks at Open Space Edge - Plan, 270

Figure 5-10: Unique Setback at Transit Plaza Tower - Plan, 270

Figure 5-11: Allowable Projections and Recesses, 271

Figure 5-12: Minimum Dwelling Unit Exposure, 271

Figure 5-13: 0' Setback - Non-Residential GF, 273

Figure 5-14: 0' Setback w 3' Req'd GF Recess, 273

Figure 5-15: 9' Min. Setback - Non-Residential GF, 273

Figure 5-16: 0' Setback w Recessed GF Resid. Entry, 275

Figure 5-17: 9' Minimum Setback - Residential GF, 275

Figure 5-18: Open Space Edge Setback – Varies, 275

Figure 5-19: Building Stepback - Section, 276

Figure 5-20: Building Stepbacks, 277

Figure 5-21: Predominant Surface, Defined, 278

Figure 5-22: Predominant Surface Area, 278

Figure 5-23: Streetwall Locations, 279

Figure 5-24: Minimum Predominant Surface Area, 280

Figure 5-25: Streetwall Parcel Corners, 280

Figure 6-1: High Rise Residential Energy Use Intensity Goals, 309

Figure 6-2: Commercial Office Energy Use Intensity Goals, 309

Figure 6-3: Retail Energy Use Intensity Goals, 309

Figure 6-4: Energy Use By Program, 309

Figure 7-1: Incorporate Branded Retail Signage, 326

Figure 7-3: Facade-Mounted Dimensional Letters - Recommended, 326

Figure 7-2: Scale and Transparency, 326

Figure 7-4: Box Sign - Prohibited, 326

Figure 7-5: Approvals Process, 331

Figure A-1: Parcel C1 & C6 - Plan, A2

Figure A-2: Parcel C2 - Plan, A3

Figure A-3: Parcel C3 - Plan, A4

Figure A-4: Parcel C4 & C5 - Plan, A5

Figure A-5: Parcel H1 - Plan, A6

Figure A-6: Parcel H1 - Plan, A7

Figure A-7: Parcel H2 - Plan, A8

Figure A-8: Parcel H3 - Plan, A9

Figure A-9: Parcel H4 - Plan, A10

Figure A-10: Parcel F1 - Plan, A11

Figure A-11: Parcel F2 - Plan, A12

Figure A-12: Parcel F3 - Plan, A13

Figure A-13: Parcel F4 & F5 - Plan, A14

Figure A-14: Parcel F6 - Plan, A15

Figure A-15: Parcel F7A & F8 - Plan, A16

Figure A-16: Parcel F9 to F18 - Plan, A17

Figure A-17: Centralized and Decentralized Efficiency Strategies, A18

Figure A-18: High Rise Residential Energy Effiency Strategies, A20

Figure A-19: Commercial Office Energy Effiency Strategies, A21

Figure A-20: Retail Energy Effiency Strategies, A22

Figure A-22: Critical Services to be Considered for India Basin Resiliency Strategy, A23

Figure A-21: On-site Generation and Battery Storage 72 hour Timeline, A23

A.5 Image Credits

Preface

Cover View of Downtown from Site
SOM

Cover View of Downtown from Site
SOM

p. iv **Historic Map of San Francisco (1895)**
USGS, Historical Topographic Map Viewer
historicalmaps.arcgis.com/usgs/

p. vi **Complete the Neighborhood**
300 Ivy by David Baker
Photo by Bruce Damonte
www.dbarchitect.com/images/dynamic/slideshow_images/image//300ivy_photo%C2%A9brucedamonte_31.jpg

p. vi **Shape Public Space for Public Life**
Mint Plaza by CMG Architects
Photo by Sharon Risedorph
www.asla.org/uploadedImages/CMS/Business_Quarterly/mintplaza_page.jpg

p. vi **Craft a Human-Scale Village**
Hammarby Sjostad
www.greenearthalmanac.com/2011/09/europes-vibrant-new-low-carbon.html

p.vii **Cultivate a Robust Urban Ecology**
Tanner Springs Park
Photo by GreenWorks
www.ramboll.com/projects/germany/tanner-springs-park

p.vii **Foster an Authentic Sense of Place**
SOM

p.vii **Grow a Legacy of Stewardship**
Photo by Save the Bay
baytrail.org/wp-content/uploads/2015/10/Bair-Island-Planting.jpg

01 Master Plan Framework

p.0 **View of Site from Hillside**
SOM

p.3 **View of Downtown from Site**
SOM

p.7 **Site location overlayed on historic map of San Francisco, 1895**

p.7 **India Basin, c.1900**

p.8 **India Basin, 1920s**
https://media1.fdncms.com/sfexaminer/imager/this-historic-image-shows-india-basin-as-i/u/original/2907193/bayvwhpindia-1920s.jpg

p.8 **India Basin, 1928**
http://www.foundsf.org/images/6/6a/Bayvwhp%24beached-in-india-basin.jpg

p.9 **India Basin, 1969**
http://www.foundsf.org/images/6/6c/Bayvwhp%24india-basin-1969.jpg

p.9 **Historic Shipwright's Cottage, 900 Innes**
SF Planning
cdn0.vox-cdn.com/thumbor/Qx-1oph-Z90JZQbGer6BDWN-BjVn4=/1000x0/filters:no_upscale()/cdn0.vox-cdn.com/uploads/chorus_asset/file/5392387/900_20innes_201970s.0.jpg

p.12 **1. Site as Seen from India Basin Shoreline Park**
SOM

p.12 **2. Stairway along Innes Ave at Arelious Walker Intersection**
SOM

p.12 **3. 900 Innes Site**
SOM

p.12 **4. View of Downtown**
SOM

p.12 **5. India Basin Shoreline Park**
SOM

p.13 **1. Existing Storage Yard**
SOM, Photo by Cesar Rubio

p.13 **2. Undeveloped Area of Site**
SOM, Photo by Cesar Rubio

p.13 **3. Existing Earl Street Right-of-Way**
SOM, Photo by Cesar Rubio

p.13 **4. India Cove 828 Innes Ave**
SOM, Photo by Cesar Rubio

p.13 5. Arelious Walker
SOM, Photo by Cesar Rubio

p.23 Existing Site
SOM

p.38 Public Realm & Public Life
Fletcher Studio
https://www.studio21.sk/wp-content/uploads/2017/06/Berliner_2017_05_USA_California_South_Park_In_San_Francisco_02-1030x687.jpg

p.42 Neighborhood Commercial
City of Oakland, California
https://pocketplacespeckham.files.wordpress.com/2015/01/oak038817-httpec2-54-235-79-104-compute-1-amazonaws-com.jpg

p.42 Neighborhood Commercial
Airbnb
https://a1.muscache.com/locations/uploads/photo/image/3477/0_4200_0_2800_one_SF_PacificHeights_OdessaShekar-46.jpg

p.42 Shared Public Way
NACTO
https://nacto.org/wp-content/uploads/2015/06/bell_aerial_1_large-e1461787935121.jpg

p.44 Class I Cycle Track
Photo by Calgary Herald
wpmedia.calgaryherald.com/2014/05/7th_st77.jpg?quality=55&strip=all&w=620&h=349&crop=1

p.44 Multi-Use Shared Path
http://www.dbarchitect.com/images/dynamic/article_slideshow_images/image/bike_trail_tiburon_crowded.jpg.project_large.jpg

p.44 Class III
Jonathan Maus
Bike Portland
https://bikeportland.org/2013/06/06/in-rotterdam-a-peak-at-dutch-road-design-in-an-american-style-city-87873

02 Public Realm

p.111 Type A&B: Multi-Use Trail
At&t Park to the Golden Gate Bridge
https://www.zozi.com/journal/zozi-gurus/dean-karnazes-san-francisco-running-routes

p.111 Type C: Multi Use Trail
Tiburon Bay Trail
San Francisco Bay Trail Project
https://commons.wikimedia.org/wiki/File:Tiburon_Bay_Trail.JPG

p.111 Type D: Hiking Trail
Laguna Niguel Hike – Salt Creek Hiking Trail Overview
https://www.google.com/url?sa=i&rct=-j&q=&esrc=s&source=images&cd=&ved=0a

p.111 Type E: Elevated Boardwalk
San Francisco Bay - West Luff Beach
http://www.californiabeaches.com/beach/west-bluffs-beach-at-crissy-field/

p.111 Type F: Stair in Slope
Galomorro
http://galomorro.weebly.com/stairways-are-heaven/something-for-everyone-part-2

p.111 Type G: Resident Foot Path
By Pam VanDrimlen
http://www.wheresbrya.com/past-trips/

p.111 Type H: Resident Foot Path
by Bonneville Trail
http://www.bonnevilleshorelinetrail.org/l84tofarmington/l84tofarmington.html

p.125 Flexible Plaza Space
Photo by Stephanie Mitchell
http://news.harvard.edu/gazette/story/2013/09/to-market-to-market-2/

p.125 Canopy Typology
Photo by Flora Grubb Gardens
https://old.kennwilson.com/2007/07/flora-grubb-gardens/

p.139 Earthwork, Science Lab
Deisnged and photoby Mayslits Kassif Architects
http://tclf.org/blog/dear-architecture-criticism-evolve-already

p.139 Earthwork, Storm King
Photo by Storm King Art Center
http://inhabitat.com/nyc/storm-king-art-center-a-summer-retreat-for-the-artsy-nature-loving-new-yorker/sony-dsc-9/

p.145 Stomwater Pond Character
Designed and photo by Turenscape
https://www.asla.org/2010awards/006.html

p.145 Boardwalk Traversing Stormwater Pond
Designed and photo by Turenscape
https://www.asla.org/2010awards/006.html

p.146 Activated Edge and Public Realm Engagement
Not Found

p.146 Shared Yard for Residence
Not Found

p.159 Kayak Lauch
Designed and photo by MVVA
http://mkarchitects.com/

p.159 Perched Beach & Deck
By Mayslits Kassif Architects
http://tclf.org/blog/dear-architecture-criticism-evolve-already

p.161 Public Realm Activation
Not Found

p.163 Patchwork
Not Found

p.163 Historic
Key sage grouse habitat
http://www.shiftdesignstudio.com/

p.163 Connections
Not Found

p.163 Infrastructure
Not Found

p.163 Wild
Not Found

p.163 Oddities
Not Found

p.163 Artifacts
Not Found

p.163 Utilities
Not Found

p.163 Community
Not Found

p.163 Views
Not Found

p.163 Wetlands
Not Found

p.163 Leftovers
Not Found

p.163 Industrial
Not Found

p.164 1. Wildflower Meadow
Not Found

p.164 2. Concrete Rubble and Oystercatchers
Not Found

p.164 3. Cracked Asphalt Paving
Not Found

p.164 4. Existing Coastal Scrub and Upland and Grassalnd
Photo by West8
Not Found

p.164 5. Power sub-station
Not Found

p.164 6. Steel
Not Found

p.164 7. Rip Rap Breakwater
Not Found

p.165 Corten Steel
By ALPHA Nano Solution
http://www.alphananosolutions.com/single-post/2015/10/15/PROTECTING-METALWORK-WITH-CDS

p.165 Galvanized Metal
LandLab and eCubed Building Workshop
http://www.alphananosolutions.com/single-post/2015/10/15/PROTECTING-METALWORK-WITH-CDS

p.165 Hardwood
Photo by Plank and Mill
https://www.plankandmill.com/products/reclaimed-barn-wood-planks?variant=20454219717

p.165 Row Concrete
Broom Concrete Finish
http://pell-builder.com/services/new-concrete/exposed-aggregate-concrete-finish-in-vancouver-bc/broom-finished-concrete-2-2/

p.165 Asphalt
Photo by Alexandr Blankov
http://atextures.com/black-road-asphalt-texture/

p.165 Native & Adaptive Vegetation
Photo by Saxon Holt
http://swbiodiversity.org/seinet/imagelib/imgdetails.php?imgid=311289

Native & Adaptive Vegetation
Photo by Zo ya Akulova
http://swbiodiversity.org/seinet/imagelib/imgdetails.php?imgid=311289

p.166 Type A: Permeable Asphalt
http://www.asphaltpavement.org/index.php?option=com_content&view=article&id=359&Itemid=863

p.166 Type B: Permeable Concrete
Bay Area Concrete
http://www.bayareaperviousconcrete.com/our-work

p.166 Type C: Grass Pave
CORE Grass Reinforcement
http://www.corelp.co.uk/core-grass-reinforcement/

p.166 Type D: Turf Block
Ecological permeable surfaces
Montreal
http://paysagiste-montreal-landscaping.blogspot.com/2014/04/surfaces-permeables-ecologique.html

p.167 Type E: Permeable Unit Pavers
CORE Grass Reinforcement
http://eaglebaypavers.com/paver-looks/permeable-pavers/

Type F: Reinforced Planting
Not Found

p.167 Type G: Asphalt
Photo by Alexandr Blankov
http://atextures.com/black-road-asphalt-texture/

p.167 Type H: CIP Concrete
Cynwyd Concrete
https://buten.wordpress.com/2012/07/25/cynwyd-concrete-complete-by-2012-07-20/

p.167 Type I: Enhanced Cast in Place Concrete
Not found

p.167 Type J: Concrete Unit Pavers
Designed by Landscape Projects
https://landarchs.com/just-how-powerful-are-pedestrianised-streets/

p.167 Type K: Cobblestone
by Toptexture
https://toptexture.com/lighter-rectangular-street-cobblestone

p.167 Type L: Thermoplastic
Fell Street, San Francisco
http://ibikenopa.blogspot.com/2010_10_01_archive.html

p.167 Type M: Decomposed Granite
http://cotaticityca.iqm2.com/citizens/Detail_LegiFile.aspx?ID=1330

p.167 Type N: Demarcation Multi-use Paving/ Pavers
By Architectcts Építész Stúdió, Lépték-Terv
Photo by Gergely Kenéz
http://www.archdaily.com/797567/szell-kalman-square-epitesz-studio-plus-leptek-terv

p.168 Type O: Exposed Aggregate
Photo by Alexandr Blankov
http://www.exposedaggregateconcreter.com.au/news/21-labasa

p.168 Type P: Stenciled Concrete
Concrete Stencils
https://www.google.com/url?sa=i&rct=-j&q=&esrc=s&source=images&cd=&ved=0ahUKEwjTilOGvszRAhVBX

p.168 Type Q: Stabilized Crushed Stone
Gray Tan Crushed Stone
http://www.thestonestore.com/crushed-stone-products.php

p.168 Type R: Truncted Domes
Top Guard Truncated Domes
http://roadwayconcepts.com/gallery-3/

p.168 Type S: Inlay Pressed Paving
https://www.pinterest.com/pin/353955470460115 87/

p.168 Type T: Wood Plank
Photo by Fabulous Nature
http://www.fabulousnature.com/img2157.htm#

p.168 Type U: Wood Boardwalk
Photo by Nevue Ngan Assoc.
https://oregonsustainabilitycenter.wordpress.com/2009/06/12/achieving-water-independence/

p.168 Type V: Sand
Photo by SF News
http://www.frostsands.com.au/quarry-products%E2%80%93sands

p.169 Seating with Back Support
Street Product
http://www.streetlife.nl/en

p.169 Long, Linear Seating
Street Product
http://www.streetlife.nl/en

p.169 High Quality Detailing
Street Product
http://www.streetlife.nl/en

p.170 Type A: Small Scale Seating
Street Product
http://www.streetlife.nl/en

p.170 Type B: Standard Bench
Street Product
http://www.streetlife.nl/en

p.170 Type C: Large Bench
Street Product
http://www.streetlife.nl/en

p.170 Type D: CIP Concrete Seating
Designed by EXP Architects
http://www.marshalls.co.uk/commercial/street-furniture/products/escofet-milenio-webpar5218

p.170 Type E: Modular Furnishing System
Street Product
http://www.streetlife.nl/en

p.170 Type F: Movable Furnishings
Photo by Lisa Bielawa and Robert Hammond
http://www.marcomartinelli.it/chance-encounters-on-tiber/

p.170 Type G: Site-Specific/Custom Furnishings
Rough&Ready Royal Curve Benches
http://www.streetlife.nl/en/product-selector/product/rough-ready-royal-curve-benches

p.172 Durable, Corten Steel Bike Rack
Street Product
http://www.streetlife.nl/en

p.172 Built-in Fire Pit for Year Round Use
Thompson's Hearth and Home
https://www.houzz.es/professionals/chimeneas/c/Everett--WA

p.173 Boatrack for Human Powered Boats
Not Found

p.173 Space for Outdoor Fitness
http://news.co.cr/exercise-and-get-in-shape-with-raw-outdoor-fitness-costa-rica/15668/

p.173 Recreation Amenities for All Ages and Abilities
Design and Photo by West8
http://tclf.org/blog/dear-architecture-criticism-evolve-already

p.173 Integrate Play Features into the Landscape
Design by Rainer Schmidt
https://www.modlar.com/inspiration/coolest-playgrounds-designed-by-architects/

p.174 Elevated boardwalk
West Bluff Beach
http://www.californiabeaches.com/beach/west-bluffs-beach-at-crissy-field/

p.174 Newsracks combined as one feature
not found

p.175 Parking meter stations
Designed for City of Madrid
http://www.scmp.com/news/world/article/1501812/madrid-charge-more-forpolluting-cars-park

p.175 Drinking Fountains - Water Filling Stations as Bicycle Infrastructure
Design by Urban Fountains+Furniture
http://www.urbanff.com.au/product/apollo-280-drinking-fountain/

p.176 Type A: Wire Mesh A
Design and Photo by Lutongwiremesh
http://www.lutongwiremesh.net/sale-8556320-stainless-steel-ferrule-wire-rope-mesh.html

p.176 Type B: Cable
Not found

p.176 Type C: Wood Slats
Design and Photo by Street Product
http://www.streetlife.nl/en

p.176 Type D: Gate
Design and Photo by Street Product
http://www.streetlife.nl/en

p.176 Type E: Screen
Design and Photo by Street Product
http://www.streetlife.nl/en

p.178 Identity
Designed by Ignacio Ciocchini
http://www.streetlife.nl/en

p.178 Multi-Stream Capacity
Photo by ZANO
http://www.streetlife.nl/en

p.178 User Behavior
Photo by OMOS
http://www.streetlife.nl/en

p.180 Type A: Street Light
Design by Gonzalo Milá
http://www.landscapeforms.com/en-US/product/Pages/SantaCole-Rama-Lighting.aspx

p.180 Type B: Pedestrian Light
Design by Maxime Saisse
http://www.technilum.com/en/product/arbane

p.180 Type C: Bollard Light
Design and Photo by Street Product
http://www.streetlife.nl/en

p.180 Type D: Foot Light
Design and Photo by Street Product
http://www.streetlife.nl/en

p.180 Type E: Solar Powered Light
Not Found

p.180 Type F: In-Grade/In-Set Light
Not Found

p.184 Concessions Stand
Not Found

p.184 Boat Storage Shed
Design and Photo by MKTHINK
http://www.aiasf.org/programs/competition/constructed-realities/2011/kayak-hut-at-mission-creek-sports-park/

p.184 Field Center
Not Found

p.184 Restrooms
Design and Photo by Suchail Architecture Urbanism
http://www.farestudio.it/public-toilets-in-contemporary-architecture-coups-de-theatre-or-real-issues/

p.184 Shade/Wind Protection/Bird Blind
Photo by Lidija Grozdanic
http://www.notey.com/blogs/plant-architect

p.184 Framed Views & Overlooks
Tungeneset by Code arkitektur
Photo by Jarle Wahler
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p.187 Truncated domes at edge of vehicular zone
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04 Land Use

p.244 Mixed Use
The Avenue by Sasaki
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p.244 Residential Mixed Use
300 Ivy by David Baker
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p.244 Multi-Family Residential
Photo by Pyatok
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p.245 Public Market / Town Triangle
Photo by Aleksander Dekanski
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p.245 Privately Owned Open Space
Photo by Amanda Williams
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p.245 Public - Open Space / Shoreline
Minghu Wetland Park by Turenscape
Photo by Turenscape
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h2hotel by David Baker
Photo by Bruce Damonte
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p.247 2. Mixed-Use
8th and Howard by David Baker
Photo by David Baker Architects
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p.247 3. Public Use - Plaza
Mint Plaza by CMG Architects
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p.251 3. Food Trucks
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p.251 4. Temporary Event Space
Photo by Martha Cooper
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Re:Start Mall
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05 Urban Form

p.260 Amsterdam Borneo Sporenburg
Photo by West8
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p.272 Non-Residential Setback
300 Ivy by David Baker
Photo by Bruce Damonte
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p.274 Residential Setback
Speer and Washington apartments
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p.281 1. Change in Plane
1020 Pine Street , Shildan
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p.281 2. Change in Plane
BUILD
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p.281 3. Recessed Setback
300 Ivy by David Baker
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p.281 4. Vertical Recess, Window Protrusion
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La Maison, San Francisco
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p.287 Commercial Ground Floor Use with Outdoor Seating
SOM

p.287 Recessed Setback for Ground-Floor Retail Facade
Lumina
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p.287 Non-Residential Storefront Open to Public Realm
h2 Hotel, David Baker Architects
Photo by Bruce Damonte
http://www.dbarchitect.com/images/dynamic/slideshow_images/image/h2hotel_132_1.slideshow_main.jpg

p.288 Small-Scale Neighborhood Retail with Primary Entry Accessible from Public Right-of-Way
Filmore Street, Bay City Guide
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p.289 Narrow Retail Frontages
Filmore Street, Airbnb
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p.289 Expressed Structural Bays
25 Bond Street, BKSK Architects,
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p.289 Facade Modulation
SOMA Studios, David Baker Architects
Photo by Brian Rose
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p.290 Recessed Facade with Transparency Revealing Active Ground Floor Use
SOM

p.291 Low Sill Height at Ground Floor Commerical Use
300 Ivy, David Baker Architects
Photo by Bruce Damonte
https://s-media-cache-ak0.pinimg.com/originals/2b/83/2d/2b832dd75d947b9c7eb7c7cbd33d4f40.jpg

p.291 Recessed, Transparent Primary Entry
Don Fisher Clubhouse, TEF Design
Photo by David Wakely
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p.291 Transparency at Active Ground Floor Corner Condition
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Fremont Townhomes, B9 Architects
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p.293 Non-Residential Primary Entry Threshold
300 Ivy, David Baker Architects
Photo by Bruce Damonte
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p.293 Raised Commercial Ground Floor Terrace with Awning
Pearl Block 136, Mithun
http://mithun.com/wp-content/uploads/2017/05/1325700_N10.jpg

p.293 Weather Protected Entry
SOM

p.294 Varied Residential Facades Articulated at narrow intervals
Sluseholmen by Arkitema Architects + Sjoerd Soeters
Photo by Arkitema
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p.295 Facade Modulation by Vertical Protrusions and Recesses
901 Jefferson Workforce Housing, Pyatok
http://www.pyatok.com/uploads/53bc137c73336.jpg

p.295 Change in Color and Building Massing Setbacks
Habitat 852, LOHA
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p.295 Facade Variation
Richardson Apartments
David Baker Architects
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p.296 Rhythmic Facade Modulation and Active Ground Floor Thresholds
Spring District Phase 2, Mithun
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p.297 Changed in Material, Color and Depth Along Facade
300 Cornwall , Kennerly Architects
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p.297 Facade Depth Through Recessed Balcnies and Projection
Plein Soleil / rh+ architecture
Photo by Luc Boegly
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p.297 Staggered Protected Balconies
Ruotutorppa Social Housing, Arkkitehdit Hannunkari & Mäkipaja Architects
Photo by Mikael Linden
https://s-media-cache-ak0.pinimg.com/736x/0a/c3/58/0ac3581ab6e1c6b9116d256d1725616e--social-housing-architecture-finland.jpg

p.298 Vertical Shift
200 Second Street, David Baker Architects
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Aquitanis HQ, Platform Architectures
Photo by Luc Boegly, J. Ricolleau
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The Marlow Condominum, Kwan Henmi Architecture/ Planning
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p.299 Low-Relief/ Carving
SOM

p.299 Floor Grouping
SOM

p.299 Balconies
SOM

p.300 Bay Windows
1020 Pine Street, Kennerly Architects
https://s-media-cache-ak0.pinimg.com/originals/6e/ac/85/6eac854e56e60335158fb31d9e2816c4.jpg

p.300 Push-Pull
SOM

p.300 Intersection Volume
300 Cornwall, Kennerly Architects
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p.300 Framing
SOM

p.301 Double Skin
Formosa1140, LOHA
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p.301 Structural Expression
1310 East Union Loft, SHED Architecture
https://s-media-cache-ak0.pinimg.com/736x/43/bb/d6/43bbd63e1315e28e286ff972e40d434d--loft-style-urban-planning.jpg

p.302 Modulation and Articulation on Residnetial Building Facade
Hunters View Housing, Paulett Taggart Architects
Photo by Bruce Damonte
http://images.adsttc.com/media/images/5900/2dba/e58e/ce9e/d700/0182/large_jpg/HuntersView_Photo%C2%A9BruceDamonte_27.jpg?1493183914

p.303 Facade Depth Achieved through Staggered Columns
25 Bond Street, BKSK Architects,
https://s-media-cache-ak0.pinimg.com/736x/09/53/4c/09534c-1008ba62b97dde77a421da51a8--sliding-windows-washington-street.jpg

p.303 Operable Perforated Metal Screens
MDW Architecture, Les Courses
https://s-media-cache-ak0.pinimg.com/originals/20/19/ab/2019ab50e7141f087d353391f9d7d6b0.jpg

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David Baker Architects, 388 Fulton Street
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p.304 Mullions
Mithun, UCI
http://mithun.com/wp-content/uploads/2016/03/UCI_architecture.jpg

p.304 Paneling
Brise & Shutter
https://s-media-cache-ak0.pinimg.com/originals/a0/27/ae/a027aee9311c525bc-8ccc6578fcc6766.jpg

p.304 Performations/ Patterning
Jackson Clements Burrows Architects: Harold Street Residence
Photo by John Gollings
https://www.designboom.com/weblog/images/images_2/danny/harold/harold04.jpg

p.304 Shutters
Lofts @ Cherokee Studios , Pugh + Scarpa
Photo by Tara Wujcik
http://architizer-prod.imgix.net/legacy_blog/2012/10/1302897576-cherokee-528x401.jpg?q=60&auto=format,-compress&cs=strip&w=1680

p.305 Spandrels
Hancock Mixed Use Apartments
Photo by Koning Eizenberg Architecture
architizer.com/projects/hancock-mixed-use-residential-housing/media/171142/

p.305 Fins/ Shading Device
1180 Fourth Street, Mithun-Solomon + Kennerly
Photo by Bruce Damonte
http://images.adsttc.com/media/images/56d4/fa3c/e58e/cec2/3500/0037/slideshow/1180FourthSt_Photo-%E2%84%A2BruceDamonte_04.jpg?1456798237

p.306 Protrusions/ Recesses
ALUCOBOND
https://cdn.stylepark.com/manufacturers/3/3a-composites/produkte/alucobond-finish-gloss-grade-colour/_1410xAUTO_fit_center-center_90/alucobond-finish-gloss-grade-colour-1.jpg

p.306 Windows/ Openings
Stanley Saitowitz, BLANC
http://www.socketsite.com/wp-content/uploads/2013/09/1080-Sutter-Rendering-2013.jpg

p.306 Intergrated Green roof and Rootop Amenities
Zibi
Photo by Bruce Damonte
http://www.zibi.ca/wp-content/uploads/2015/03/rooftop-growing.jpg

p.307 Rooftop Amenitiy
The Civic by Solomon Cordwell Buenz
Photo by The Civic SF
r.rdcpix.com/v09/c21dd1300-r18xd-w640_h480_q80.jpg

p.307 Sustainable Roof
Fourth Street Apartments, NBBJ
Photo by High Rise Photo
static1.squarespace.com/static/53d15bd3e4b0962250a184bb/53e01bc0e4b0e2037afc999d/53e01fdfe4b0f2394fee5690/1417635655869/DSC_4899.jpg?format=1000w

p.307 Green Roof Integrated Photovoltaic System
Photo by Urban Strong
i0.wp.com/www.urbanstrong.com/wp-content/uploads/2016/01/german-GRiPV.jpg?w=669

07 Wayfinding and Signage

p.313 WalkNYC Wayfinding
by WalkNYC
Photo by PentaCityGroup
mir-s3-cdn-cf.behance.net/project_modules/disp/3b0f3112109915.562577e2cf629.jpg

p.314 Street Markers
I Found the Place Blog
http://1.bp.blogspot.com/-wupbqE6pPTY/T6DamOjKYzI/AAAAAAAAX1M/jA9njFK-mlxw/s1600/church-cesar-chavez-street-signs-sf.jpg

p.314 Transit Signage
Photo by David Dieter - Studio DWD Communication Design
www.studiodwd.com/muni.html

p.314 Advisory Message
Storm Drain Stenciling
Photo by City of Bay County, Michigan
www.baycounty-mi.gov/baswa/baswa2.JPG

p.317 1. Whakarewarewa Valley Wayfinding
Photo by Joanne Duff Design
payload414.cargocollective.com/1/8/269265/10585860/Te-Puia_wayfinding6_4_815.jpg

p.317 2. Causeway Coastal Route Wayfinding
Photo by Tandem Design
static1.squarespace.com/static/57066e31d51cd45f7c8f575e/57b1d4e603596ef99d950d83/57b1d516d2b85757b79f0ee6/1474993604957/Benone.jpg?format=750wp.453

p.317 3. Outdoor Wayfinding System
Photo by Porcuatro Design
www.dallasdigitalsigns.com/uploads/1/4/7/4/14748336/3977574_orig.jpg

p.317 4. Signage System for The High Line
Photo by Pentagram
cdn.pentagram.online/pentagram-com/uploads/PS_HighLine_201.jpg

p.317 5. Museum Zeughaus Wayfinding Design
s-media-cache-ak0.pinimg.com/736x/cb/59/da/cb59da2cb1b0f6c59e8a242236c25d33.jpg

p.319 1. Klehm Arboretum Wayfinding
Bluestone Associates
bluestoneinc.com

p.319 2. Interpretive Trail Signage
Photo by Kamten Werbung GmbH
https://s-media-cache-ak0.pinimg.com/originals/6b/d1/8c/6bd18c6d-715795311159f53140e7925c.jpg

p.319 3. Nordkyn Signage
Photo by Neue Design Studio
www.neue.no/wp-content/uploads/2014/10/Nordkyn_Stedskilt.png

p.322 1. Villa Catherine Mamet
Jules Vernacular Blog by Jack Usine
Photo by Jack Usine, SMeltery
vernacular.fr

p.322 2. Luce Loft
Photo by Ashley Kelemen
apartment34.com/wp-content/uploads/2014/06/wedding-venue.jpg

p.322 3. Noma Restaurant
Photo by Kontrapunkt Design, Denmark
s-media-cache-ak0.pinimg.com/736x/2d/58/7c/2d587c6b73d8f9dd95284553f9017c03.jpg

p.322 4. Pompiers
Photo by Jack Usine, SMeltery
http://www.vernacular.fr/images/2009-11/pompiers.jpg

p.323 5. Small House Big Door
Seoul, Korea

p.323 6. The China House
Photo by Mandarin Oriental Hotel
s-media-cache-ak0.pinimg.com/736x/cc/cd/3a/cccd3afa39b80ae94ccdff7d7063b61d.jpg

p.323 7. Co-Op, Italy
Curbed
https://cdn.vox-cdn.com/thumbor/gc6C7kYxJRy5k0ScnNmOEvMKgek=/1000x0/filters:no_upscale()/cdn.vox-cdn.com/uploads/chorus_asset/file/5979237/coop.0.jpg

p.323 8. Indigo Slam
Smart Design Studio
www.archdaily.com/799154/indigo-slam-smart-design-studio/5824209ee58ece4fcd0001a6-indigo-slam-smart-design-studio-photo

p.325 Pike Place Market
Photo by Creative Commons

p.328 1. Urban Outfitters

p.328 2. Beam & Anchor Vintage Store
Photo by Beam & Anchor
beamandanchor.com

p.328 3. Shed Exterior Signage
SHED by Jensen Architects
Photo by Mariko Reed
http://jensen-architects.com/case_studies/wp-content/uploads/Shed2_28-440x501.jpg

p.328 4. Pike Place Market
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p.329 5. March Cooking Store
Photo by Damon Styer
www.flickr.com/photos/66586176@N00/3131874264/

p.329 6. Peter Nappi Leather Goods
Peter Nappi
peternappi.com

p.329 7. Thistle Centre
Photo by Cadzow-Pelosi
www.contemporist.com/wp-content/uploads/2016/07/logo-design_260716_02.jpg

p.329 8. Playhouse Serviced Apartments
Photo by Playhouse Serviced Apartments
playhouseapartments.com.au

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The following groups have been instrumental to the development of the India Basin project:

State, Regional and Municipal Authorities

San Francisco Board of Supervisors
San Francisco Planning Commission
San Francisco Planning Department
San Francisco Recreation and Parks Department
San Francisco Office of Community Investment and Infrastructure
San Francisco Mayor's Office of Economic and Workforce Development
San Francisco Mayor's Office of Housing and Community Development
San Francisco Mayor's Office on Disability
San Francisco Department of the Environment
San Francisco Public Utilities Commission
San Francisco Department of Public Works
San Francisco Municipal Transit Agency
San Francisco Fire Department
San Francisco Bay Conservation and Development Commission
Water Emergency Transportation Authority
Association of Bay Area Governments
Metropolitan Transportation Commission

Local Organizations and Stakeholders

India Basin Neighborhood Association
San Francisco Parks Alliance
Bay Area Bike Share
San Francisco Bike Coalition
San Francisco Housing Action Coalition
San Francisco Planning and Urban Research

Peer Review

BAR Architects
Regen Network
Macy Architecture

Legal

San Francisco City Attorney's Office
Gibson Dunn

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August 7, 2018

Ms. Angela Calvillo, Clerk
Supervisor Malia Cohen
Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Re: **Revised Transmittal Packet of Planning Department Case Number:**
2014-002541 ENV/GPA/PCA/MAP/CWP/SHD
India Basin Mixed-Use Project
BOS File No: 180680
Planning Commission Recommendation: *Approval*

Dear Ms. Calvillo and Supervisor Cohen,

On July 26, 2018 the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Ordinances for the India Basin Mixed-Use Project.

Through a public-private partnership between the San Francisco Recreation and Park Department ("RPD") and the privately owned real estate development company BUILD (aka India Basin Investments, LLC), the proposed project would redevelop approximately 39 acres located along the India Basin shoreline into an integrated network of new public parks, wetlands habitat, and a mixed-use urban village. The mixed-use urban village on the property at 700 Innes Avenue (including the India Basin Open Space) would include a residentially-oriented project with approximately 1,575 dwelling units, 209,000 square feet of nonresidential space, and 1,800 parking spaces, 14 acres of improved and new open space, with new streets and pedestrian pathways throughout. The actions taken at the July 26, 2018 Planning Commission hearing include the following:

1. **General Plan Amendments:** Initiate by the Planning Commission on June 21, 2018, the General Plan Amendments would (1) the Bayview Hunters Point Area Plan by removing Policy 1.6 and Figure 6, which currently designate the subject site for light-industrial use and amending Figure 3 "Land Use Map"; (2) the Urban Design Element by amending Map 4, "Urban Design Guidelines for Height of Buildings"; (3) the Commerce and Industry Element by amending Map 1 "Generalized Commercial and Industrial Land Use Plan"; and (4) the Recreation And Open Space Element by amending Policy 2.4.

2. **Planning Code Text and Map Amendments:** Introduced by the Board of Supervisors on July 24, 2018, the Planning Code Text Amendments would add Section 249.84 to establish the India Basin Special Use District ("SUD"). The Map Amendments would amend Zoning Map (ZN09), Height and Bulk Map (HT09) and Special Use District (SU09) by (1) rezoning portions of the subject area under RPD jurisdiction that are not yet designated with a P (Public) use designation and an OS (Open Space) height and bulk designation to

be designated as such; (2) designate the portion of 700 Innes currently zoned M-1 (Light Industrial) to MUG (Mixed Use General); (3) designate 700 Innes and the India Basin Open Space (IBOS) to be within the India Basin SUD: and (4) rezone 700 Innes from being within a 40-X Height and Bulk District to being within the newly created 20/160-IB Height and Bulk District.

A previous transmittal packet was submitted to the Board of Supervisors on August 2, 2018. This current submittal packet (8/7/18) includes revisions to the Executive Summary and Commission resolutions that were read into the record on the July 26 hearing. Please use material in this packet as part of the official record going forward.

Also, Planning will officially transmit approval actions regarding the General Plan Amendments at a later date. The entitlements for the Mixed-Use Project will also include a Development Agreement between India Basin Investments, LLC and the City and County of San Francisco. The Planning Commission is scheduled to take action on the Development Agreement on August 23, 2018.

The proposed Amendments were analyzed in *the India Basin Mixed Use Project EIR* (the "EIR"). The Commission certified the EIR on July 26, 2018 with Motion No. 20247 and adopted CEQA findings at the same hearing with Motion No. 20248.

At the July 26, 2018 hearing, the Commission voted to recommend **approval** of the proposed Ordinances including changes provided to the Commission after the initial Ordinances were drafted. Please find attached documents relating to the Commission's action.

If you have any questions or require further information please do not hesitate to contact me.
Sincerely,

Aaron D. Starr
Manager of Legislative Affairs

cc: Brittni Chicuata, Aide to Supervisor Cohen
Andrea Ruiz-Esquide, Deputy City Attorney
Erica Major, Office of the Clerk of the Board
Alisa Somera, Office of Clerk of the Board
John Carroll, Office of the Clerk of the Board
Anne Taupier, Office of Economic and Workforce Development

Attachments (one copy of the following):
Planning Commission Resolution No. 20251 (Planning Code Text and Map Amendments)

Planning Commission Executive Summary (revised) (July 19, 2018) and Planning Commission Memo (July 26, 2018)

Planning Code Text and Map Amendment Draft Ordinance
Planning Commission Motion No. 20248 (CEQA Findings)
Mitigation Monitoring Reporting Program (MMRP) – Attachment B to Motion No. 20248
India Basin Design Standards and Guidelines ("DSG")

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Planning Commission Motion No. 20248
CEQA Findings

HEARING DATE: July 26, 2018

Case No.:	**2014-002541ENV**
Project Address:	**India Basin Mixed Use Project**
Existing Zoning:	M-1 (Light Industrial) M-2 (Heavy Industrial) NC-2 (Small Scale Neighborhood Commercial) P (Public) 40-X and OS (Open Space) Height and Bulk Districts
Block/Lot:	Various Lots on Blocks 4596, 4597, 4605, 4606, 4607, 4620, 4621, 4622, 4629A, 4630, 4631, 4644, 4645, and 4646
Project Sponsor:	Recreation and Park Department and BUILD Inc.
Staff Contact:	Mathew Snyder – (415) 575-6891 Mathew.Snyder@sfgov.org

ADOPTING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ("CEQA"), AND THE CEQA GUIDELINES INCLUDING FINDINGS OF FACT, FINDINGS REGARDING SIGNIFICANT AND UNAVOIDABLE IMPACTS, EVALUATION OF MITIGATION MEASURES AND ALTERNATIVES, THE ADOPTION OF A MITIGATION, MONITORING AND REPORTING PROGRAM AND THE ADOPTION OF A STATEMENT OF OVERRIDING CONSIDERATIONS IN CONNECTION WITH APPROVALS FOR THE INDIA BASIN MIXED-USE PROJECT, AT 700 INNES AVENUE, 900 INNES AVENUE, INDIA BASIN OPEN SPACE, AND INDIA BASIN SHORELINE PARK, THE AREA GENERALLY BOUNDED BY INNES AVENUE ON THE WEST, HUNTERS POINT BLVD. ON THE NORTH, THE SAN FRANCISCO BAY ON THE EAST AND THE EARL STREET RIGHT-OF-WAY ON THE SOUTH, TOTALING ABOUT 38.24 ACRES.

PREAMBLE

The India Basin Mixed-Use Project ("Project") comprises a project site of approximately 38.24-acres along the India Basin shoreline of San Francisco Bay ("Bay"). The combined Project site encompasses publicly and privately owned dry land parcels, including existing unaccepted rights-of-way ("ROW") (including some ROW owned by the Port of San Francisco ["SF Port"]), (collectively, the "Project Site"). The Project consists of a public private partnership between the Recreation and Park Department ("RPD") and BUILD, who are project sponsors for the Project

("Project Sponsors"). The Project is a mixed-use development containing an integrated network of new public parks, wetland habitat, and a mixed-use urban village. As envisioned, the Project would include a significant amount of public open space, shoreline improvements, market-rate and affordable residential uses, commercial use, parking, environmental cleanup and infrastructure development and street improvements.

The RPD would redevelop approximately 8.98 acres of publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open space. The RPD development area comprises the existing 5.6-acre India Basin Shoreline Park, the 1.8-acre 900 Innes/Historic Boatyard site ("900 Innes"), and 1.58 acres of unimproved ROW. This new shoreline park network would provide space for active and passive recreation, picnicking, and water access; extend the Blue Greenway (a portion of the San Francisco Bay Trail ["Bay Trail"]); rehabilitate and celebrate the historic India Basin Scow Schooner Boatyard; and provide pedestrian and bicycle connections to and along the shoreline, fronting the Bay. The RPD development represents approximately 23.5 percent of the project area (RPD developed properties are collectively referred to as the "RPD Properties").

BUILD would redevelop approximately 29.26 acres of privately and publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open space and a mixed-use urban village consisting 1,575 residential units, 209,000 of commercial use, 1,800 off-street parking spaces, and 1,575 bicycle parking spaces. The BUILD development area comprises 17.12 acres of privately owned parcels (collectively, "700 Innes"), the existing 6.2-acre of RPD property located along the shoreline (the "India Basin Open Space"), and 5.94 acres of partially unimproved and unaccepted ROW. Approximately 14 acres of the BUILD development area would be developed in a series of phases into privately owned buildings as part of a mixed-use urban village. The remainder of the BUILD development, approximately 15.26 acres, would be developed in a series of phases into a mix of improved ROW, significant new public parkland and open space, new public plazas, new private gardens and open space, and restored and enhanced wetland habitat (BUILD developed properties are collectively referred to as the "BUILD Properties").

Two options for the BUILD mixed-use urban village are analyzed in the Draft Environmental Impact Report (hereinafter, the "DEIR"): a residentially-focused version with approximately 1,240 dwelling units, 275,330 square feet of commercial space, 50,000 square feet of institutional space, and 1,800 parking spaces, referred to in the EIR as the "proposed project," and a more commercially intensive variant with approximately 500 dwelling units, 1,000,000 square feet of commercial space, 50,000 square feet of institutional space, and 1,932 parking spaces, referred to in the EIR as the "variant." In both versions (the proposed project and the variant), the urban village would contain a mix of residential, retail, commercial, office, research and development ("R&D"), institutional, flex space, and recreational and art uses. As part of the BUILD development, BUILD would also redesign the existing India Basin Open Space into enhanced wetlands, a boardwalk, a beach and beach deck, and a kayak launch among other features. The BUILD development represents approximately 76.5 percent of the Project area. The RPD component of the Project would remain the same under both the proposed project and the project variant. The Project in its entirety is more particularly described in Attachment A (See Below).

The Project Site is currently zoned Public (P), Small-Scale Neighborhood Commercial (NC-2), Light Industrial (M-1), and Heavy Industrial (M-2). Portions of the project-related RPD and ROW properties are currently zoned M-1, NC-2, M-2, and P, and are within the 40-X and OS height and bulk districts. Those properties located within the future public park network would be rezoned to P; some portions of existing unaccepted ROW would be incorporated into the future mixed-use urban village and would require rezoning into the India Basin Special Use District ("SUD") with specific height, bulk, and use designations appropriate for the proposed development, through amendments to the *San Francisco General Plan* ("General Plan"), San Francisco Planning Code ("Planning Code") text, and the San Francisco Zoning Map ("Zoning Map"). The BUILD Properties would require rezoning into the India Basin SUD with specific height, bulk, and use designations appropriate for the proposed development, through amendments to the General Plan, Planning Code text, and Zoning Map, and incorporation of design standards and guidelines in a proposed India Basin Design Standards and Guidelines document.

The Project Sponsors filed an Environmental Evaluation Application for the Project with the San Francisco Planning Department ("Department") on December 12, 2014.

Pursuant to and in accordance with the requirements of Section 21094 of CEQA and Sections 15063 and 15082 of the CEQA Guidelines, the Department, as lead agency, published and circulated a Notice of Preparation ("NOP") on June 1, 2016, which notice solicited comments regarding the scope of the EIR for the proposed project. The NOP and its 30-day public review comment period were advertised in a newspaper of general circulation in San Francisco and mailed to governmental agencies, organizations and persons interested in the potential impacts of the proposed project. The Department held a public scoping meeting on June 19, 2016, starting at 5 p.m. at the Alex L. Pitcher, Jr. Community Room, 1800 Oakdale Avenue in San Francisco.

During the 30-day public scoping period that ended on July 1, 2016, the Department accepted comments from agencies and interested parties that identified environmental issues that should be addressed in the EIR. Comments received during the scoping process were considered in the preparation of the DEIR

The Department prepared the DEIR, which describes the proposed project and variant and the environmental setting, analyzes potential impacts, identifies mitigation measures for impacts found to be significant or potentially significant, and evaluates alternatives to the proposed project and variant. The DEIR assesses the potential construction and operational impacts of the proposed project and variant on the environment, and the potential cumulative impacts associated with the proposed project and variant in combination with other past, present, and future actions with potential for impacts on the same resources. The analysis of potential environmental impacts in the DEIR utilizes significance criteria that are based on the San Francisco Planning Department Environmental Planning Division guidance regarding the environmental effects to be considered significant. The Environmental Planning Division's guidance is, in turn, based on CEQA Guidelines Appendix G, with some modifications.

The Department published a DEIR for the project on September 13, 2017, and circulated the DEIR to local, state, and federal agencies and to interested organizations and individuals for public review. On September 13, 2017, the Department also distributed notices of availability of the DEIR; published notification of its availability in a newspaper of general circulation in San Francisco; posted the notice of availability at the San Francisco County Clerk's office; and posted notices at locations within the Project area. The Planning Commission ("Commission") held a public hearing on October 19, 2017, to solicit testimony on the DEIR during the public review period. A court reporter, present at the public hearing, transcribed the oral comments verbatim, and prepared written transcripts. The Department also received written comments on the DEIR, which were sent through mail, fax, hand delivery, or email. The Department accepted public comment on the DEIR until October 30, 2017.

The San Francisco Planning Department then prepared the Comments and Responses to Comments on DEIR document ("RTC"). The RTC document was published on July 11, 2018, and includes copies of all of the comments received on the DEIR and written responses to each comment.

During the period between publication of the DEIR and the RTC document, the Project Sponsors initiated revisions to the proposed project that increase the number of residential units and reduce the commercial square footage within the 700 Innes property. The revised proposed project would add 335 residential units to the 1,240 residential units analyzed in the DEIR, increasing the total number of proposed residential units to 1,575 units. The increase in residential square footage would replace 66,224 gross square feet (gsf) of commercial use, as well as the 50,000-gsf proposed school. In addition to these use changes, 150,000 gsf would be added to the residential square footage through interior changes within the building envelopes previously analyzed in the DEIR (e.g., smaller units and common areas, lower floor-to-floor heights, improved interior building efficiencies). This change in the development program would fit within the previously analyzed building envelopes, and there would be no changes to the height, width, or length of any buildings. As a result, the revised proposed project would include a total of 3,462,550 gsf, an increase of 150,000 gsf over the proposed project (3,312,550 gsf) analyzed in the DEIR. Changes were made only to the proposed project and not the variant, which would remain the same as described in the DEIR. The revised proposed project was fully studied in the DEIR and RTC document. The "Project" as analyzed under the FEIR and these CEQA Findings includes the proposed project, the revised proposed project and the variant.

In addition to describing and analyzing the physical and environmental impacts of the revisions to the Project, the RTC document provided additional, updated information, clarification and modifications on issues raised by commenters, as well as Planning Department staff-initiated text changes to the DEIR. The Final EIR (FEIR), which includes the DEIR, the RTC document, the Appendices to the DEIR and RTC document, and all of the supporting information, has been reviewed and considered. The RTC documents and appendices and all supporting information do not add significant new information to the DEIR that would individually or collectively constitute significant new information within the meaning of Public Resources Code Section 21092.1 or CEQA Guidelines Section 15088.5 so as to require recirculation of the FEIR (or any portion thereof) under CEQA. The RTC documents and appendices and all supporting information contain no information revealing (1) any new significant environmental impact that

would result from the Project or from a new mitigation measure proposed to be implemented, (2) any substantial increase in the severity of a previously identified environmental impact, (3) any feasible project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project, but that was rejected by the Project sponsor, or (4) that the DEIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

The Commission reviewed and considered the FEIR for the Project and found the contents of said report and the procedures through which the FEIR was prepared, publicized and reviewed complied with the California Environmental Quality Act (Public Resources Code section 21000 et seq.), the CEQA Guidelines (14 Cal. Code Reg. section 15000 et seq.), and Chapter 31 of the San Francisco Administrative Code.

The Commission found the FEIR was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Planning Commission, and that the summary of comments and responses contained no significant revisions to the DEIR, and certified the FEIR for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31 by its Motion No. 20247.

The Commission, in certifying the FEIR, found that the Project and/or the variant described in the FEIR will have the following significant and unavoidable environmental impacts:

- Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5, including those resources listed in Article 10 or Article 11 of the San Francisco Planning Code.
- Combine with past, present, and reasonably foreseeable future projects in the vicinity of the project site, to substantially contribute to significant cumulative impacts related to cultural resources.
- Combine with past, present, and reasonably foreseeable future projects in the vicinity of the project site, to substantially contribute to significant cumulative impacts related to transportation and circulation for transit delay.
- Noise from surface transportation sources associated with operation of the Project would result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project.
- Combine with past, present, and reasonably foreseeable future projects in the vicinity of the project site, to substantially contribute to significant cumulative impacts related to noise.
- Generate emissions of criteria pollutants and precursors during construction, operations, and overlapping construction and operational activities that could violate an air quality standard, contribute substantially to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria pollutants.
- Generate emissions that could expose sensitive receptors to substantial pollutant concentrations.
- Combine with past, present, and reasonably foreseeable future development in the project area, to contribute to significant cumulative regional air quality impacts.

- Combine with past, present, and reasonably foreseeable future development in the project area, to contribute to significant cumulative health risk impacts on sensitive receptors.
- Alter wind in a manner that substantially affects public areas or outdoor recreation facilities.

The Commission Secretary is the custodian of records for the Planning Department materials, located in the File for Case No. 2014-002541ENVDVAGPAMAPPCASHD, at 1650 Mission Street, Fourth Floor, San Francisco, California.

On July 26, 2018, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on Case No. 2014-002541ENVDVAGPAMAPPCASHD to consider the approval of the Project. The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the Project, the Planning Department staff, expert consultants and other interested parties.

The Commission has reviewed the entire record of this proceeding, the Environmental Findings, attached to this Motion as Attachment A and incorporated fully by this reference, regarding the alternatives, mitigation measures, environmental impacts analyzed in the FEIR and overriding considerations for approving the Project, and the proposed Mitigation Monitoring and Reporting Program ("MMRP") attached as Attachment B and incorporated fully by this reference, which material was made available to the public.

MOVED, that the Commission hereby adopts these findings under the California Environmental Quality Act, including rejecting alternatives as infeasible and adopting a Statement of Overriding Considerations, as further set forth in Attachment A hereto, and adopts the MMRP attached as Attachment B, based on substantial evidence in the entire record of this proceeding.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting of July 26, 2018.

Jonas P. Ionin
Commission Secretary

AYES: Melgar, Fong, Johnson, Koppel, Richards

NAYS: None

ABSENT: Hillis, Moore

ADOPTED: July 26, 2018

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ATTACHMENT A

California Environmental Quality Act Findings

PREAMBLE

In determining to approve the project described in Section I, below, the ("Project"), the San Francisco Planning Commission (the "Commission") makes and adopts the following findings of fact and decisions regarding the Project description and objectives, significant impacts, significant and unavoidable impacts, mitigation measures and alternatives, and a statement of overriding considerations, based on substantial evidence in the whole record of this proceeding and pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq. ("CEQA"), particularly Section 21081 and 21081.5, the Guidelines for Implementation of CEQA, 14 California Code of Regulations Section 15000 et seq. ("CEQA Guidelines"), Section 15091 through 15093, and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission adopts these findings in conjunction with the Approval Actions described in Section I(c), below, as required by CEQA, separate and apart from the Commission's certification of the Project's Final Environmental Impact Report, which the Commission certified prior to adopting these CEQA findings.

These findings are organized as follows:

Section I provides a description of the Project, Project objectives, the environmental review process for the Project, the City and County of San Francisco ("City") approval actions to be taken, and the location and custodian of the record.

Section II identifies the Project's less-than-significant impacts that do not require mitigation.

Section III identifies potentially significant impacts that can be avoided or reduced to less-than-significant levels through mitigation and describes the disposition of the mitigation measures.

Section IV identifies significant impacts that would not be eliminated or reduced to a less-than-significant level and describes any applicable mitigation measures as well as the disposition of the mitigation measures.

Sections III and IV set forth findings as to the mitigation measures identified in the Final Environmental Impact Report. (The Draft Environmental Impact Report ["DEIR"] and the Comments and Responses document ["RTC document"] together comprise the Final Environmental Impact Report ["FEIR"]). Attachment B to the Planning Commission Motion contains the Mitigation Monitoring and Reporting Program ("MMRP"), which provides a table setting forth each mitigation measure listed in the FEIR that is required to reduce a significant adverse impact and is deemed feasible, identifies the parties responsible for carrying out the measure and reporting on its progress, and presents a schedule for implementation of each measure listed.

Section V evaluates the alternatives to the Project that were analyzed in the Environmental Impact Report ("EIR") and the economic, legal, social, technological and other considerations that support the approval of the Project and discusses the reasons for the rejection of the Project Alternatives, or elements thereof.

Section VI sets forth the Planning Commission's Statement of Overriding Considerations pursuant to CEQA Guidelines Section 15093.

The MMRP for the mitigation measures that have been proposed for adoption is attached with these findings as **Attachment B** to this Motion. The MMRP is required by CEQA Section 21081.6 and CEQA Guidelines Section 15091 and 15097. Attachment B provides a table setting forth each mitigation measure identified in the FEIR that would reduce a significant adverse impact and has been adopted as a condition of approval of the Project. Attachment B also specifies the agency responsible for implementation of each measure and establishes monitoring actions and a monitoring schedule. The full text of the mitigation measures adopted as conditions of approval is set forth in Attachment B.

These findings are based upon substantial evidence in the entire record before the Commission. The references set forth in these findings to certain pages or sections of the DEIR or the RTC document are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

I. PROJECT DESCRIPTION AND PROCEDURAL BACKGROUND

A. Project Description

The Project is a mixed use development project which consists of a public-private partnership between the City and County of San Francisco Recreation and Parks Department ("RPD") and BUILD, Project Sponsors. The combined Project site encompasses publicly and privately owned dry land parcels, including existing unaccepted rights-of-way ("ROW") (including some ROW owned by the Port of San Francisco ["SF Port"]), along the India Basin shoreline of San Francisco Bay ("Bay"), totaling approximately 38.24 acres (collectively, the "Project Site"). As envisioned, the combined Project would include an integrated network of new public parks, shoreline improvements, wetland habitat, market-rate and affordable residential uses, commercial use, parking, environmental cleanup and infrastructure development and street improvements. The larger India Basin neighborhood surrounding the Project Site includes the site of the future Northside Park to the east (part of the Hunters Point Shipyard development); the former Hunters Point Power Plant site to the northwest (owned by PG&E); and Heron's Head Park to the north (owned by the City). These properties are outside the Project Site and not included in the combined Project. The combined Project includes an RPD component and a BUILD component, as set forth below.

The Project Site is currently zoned Public (P), Small-Scale Neighborhood Commercial (NC-2), Light Industrial (M-1), and Heavy Industrial (M-2). Portions of the project-related RPD and ROW properties are currently zoned M-1, NC-2, M-2, and P, and are within the 40-X and OS height and bulk districts. Those properties located within the future public park network would be rezoned to P; some portions of existing unaccepted ROW would be incorporated into the

future mixed-use urban village and would require rezoning into the India Basin Special Use District ("SUD") with specific height, bulk, and use designations appropriate for the proposed development, through amendments to the *San Francisco General Plan* ("General Plan"), San Francisco Planning Code ("Planning Code") text, and the San Francisco Zoning Map ("Zoning Map"). The BUILD properties would require rezoning into the India Basin SUD with specific height, bulk, and use designations appropriate for the proposed development, through amendments to the General Plan, Planning Code text, and the Zoning Map, and incorporation of design standards and guidelines in a proposed India Basin Design Standards and Guidelines document.

1. RPD Development

RPD would redevelop approximately 8.98 acres of publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open space, as set forth below. The RPD development area comprises the existing 5.6-acre India Basin Shoreline Park, the 1.8-acre 900 Innes/Historic Boatyard site ("900 Innes"), and 1.58 acres of unimproved ROW. This new shoreline park network would provide space for active and passive recreation, picnicking, and water access; extend the Blue Greenway (a portion of the San Francisco Bay Trail ["Bay Trail"]); rehabilitate and celebrate the historic India Basin Scow Schooner Boatyard; and provide pedestrian and bicycle connections to and along the shoreline, fronting the Bay. The RPD development represents approximately 23.5 percent of the project area (RPD developed properties are collectively referred to as the "RPD Properties").

a. India Basin Shoreline Park Property

The existing structures and landscaping on the India Basin Shoreline Park property would be demolished and the 5.6-acre India Basin Shoreline Park property would be redesigned to serve the surrounding community and enhance citywide program offerings, and would include approximately 1,500 gross square feet ("gsf") of park-serving commercial uses (including a kayak concession area and office) and 915 gsf of institutional uses, including a covered outdoor space and restroom, a minimum of 25 off-street parking spaces. The Blue Greenway/Bay Trail and a Class 1 bikeway would continue through this park. Pedestrian, bicycle, and vehicular access to the shoreline would be enhanced.

Most of the current shoreline, composed of riprap and vegetated berm, would be removed and replaced or restored as a 0.64-acre improved tidal marsh wetland, while retaining visible remains of the *Bay City* ship hull. In addition to retaining the visible *Bay City* resources, the project would include an interpretive exhibit explaining the history of the India Basin Scow Schooner Boatyard, including the remains of the *Bay City*, the *Caroline*, and the shipbuilding industry. Redevelopment of the India Basin Shoreline Park would also include improvement or relocation of wetlands, permanent or temporary placement of fill in the Bay, and removal or installation of piles in the Bay. Grading activities during redevelopment would be subject to the provisions of the Maher Ordinance program (Article 22A of the San Francisco Health Code), administered by the San Francisco Department of Public Health ("DPH").

b. 900 Innes Property

The 900 Innes property would be developed as a waterfront park providing a connection between India Basin Shoreline Park and the India Basin Open Space. This park also would provide a connection for the Blue Greenway/Bay Trail, the Class 1 bikeway, and pedestrian and bicycle access to the shoreline.

Before the start of redevelopment at 900 Innes, the property would undergo an environmental cleanup to remediate residual contaminants that are present as a result of historical industrial uses, under the regulatory oversight of the San Francisco Bay Regional Water Quality Control Board ("RWQCB") under the agency's voluntary cleanup program. Following site remediation, RPD would undertake site redevelopment. The historic Shipwright's Cottage would be retained and restored in accordance with the Secretary of the Interior's Standards for Rehabilitation. Other structures on 900 Innes, including the former Boatyard Office building, Tool Shed and Water Tank building may be retained, demolished, moved and/or replaced depending on final project design. The extent of the character-defining features to be retained or replaced in-kind in the Boatyard Office building and/or Tool Shed and Water Tank building will depend upon additional condition assessments of the buildings, public safety concerns, Americans with Disabilities Act ("ADA") accessibility, seismic requirements, visibility and sight lines in relation to park design, and RPD programming needs and project goals. The project would include an interpretive exhibit explaining the history of the India Basin Scow Schooner Boatyard; the interpretive exhibit would be developed and installed in India Basin Shoreline Park and the 900 Innes Property. The paint shop, a nonhistoric structure, would be removed and replaced with an open-sided structure that would interpret the building shape and form and reference the outline of the building footprint, reusing original material where feasible. The other two nonhistoric existing structures on the 900 Innes property would be demolished. A 0.2 acre tidal marsh would be created and approximately 12 creosote-treated piles, which are part of the historical water fence post located in the Bay adjacent to this property, would be removed. However, an attempt would be made to replace these piles in place, if possible. In addition, two dilapidated piers and 20 other creosote treated piles would be removed and replaced with new piers. Treated wood piles were historically used to support piers. If possible, depending on other considerations, the original wood portions of the west marine way tracks would be replaced because they are contaminated. The original metal portion of the west marine way tracks would be remediated and left in place.

Approximately 2,750 gsf of park serving commercial uses would be developed on the 900 Innes property and would range up to 20.5 feet in height. On the 900 Innes property, approximately 1,700 gsf of institutional uses at the welcome center and public exhibition space would be created inside the renovated Shipwright's Cottage; 1,830 square feet in the "shop building" would be created on the footprint of the former paint shop and compressor house; a 1,500 square foot maintenance building would be created northwest of the bike path; and an up to 300 square foot structure may be retained and/or created on the location of the former Boatyard Office Building (DEIR Figure 2-4a). In addition, a shade structure of up to 940 square feet may be created on the footprint of the former Tool Shed and Water Tank building.

2. BUILD Development

BUILD would redevelop approximately 29.26 acres of privately and publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open

space and a mixed-use urban village. The BUILD development area comprises 17.12 acres of privately owned parcels (collectively, "700 Innes"), the existing 6.2-acre of RPD property located along the shoreline (the "India Basin Open Space"), and 5.94 acres of partially unimproved and unaccepted ROW. Approximately 14 acres of the BUILD development area would be developed in a series of phases into privately owned buildings as part of a mixed-use urban village. The remainder of the BUILD development, approximately 15.26 acres, would be developed in a series of phases into a mix of improved ROW, significant new public parkland and open space, new public plazas, new private gardens and open space, and restored and enhanced wetland habitat (BUILD developed properties are collectively referred to as the "BUILD Properties").

a. 700 Innes Property

Two options for the BUILD mixed-use urban village are analyzed in the DEIR: a residentially-focused version with approximately 1,240 dwelling units, 275,330 square feet of commercial space, 50,000 square feet of institutional space, and 1,800 parking spaces, referred to in the EIR as the "proposed project," and a more commercially intensive variant with approximately 500 dwelling units, 1,000,000 square feet of commercial space, 50,000 square feet of institutional space, and 1,932 parking spaces referred to in the EIR as the "variant." In both versions (the proposed project and the variant), the urban village would contain a mix of residential, retail, commercial, office, research and development ("R&D"), institutional, flex space, and recreational and art uses. Under both versions, buildings would range in height from one to 14 stories (20 to 160 feet tall). Both the proposed project and the variant would develop an approximately 5.47-acre, publicly owned park, referred to as the "Big Green" and an approximately 0.43-acre hardscape public area called the "Cove Terrace," adjacent to, and integrated with, the existing India Basin Open Space property (DEIR Figures 2-4b and 2-4c). The Big Green would provide pedestrian and bicycle pathways, sculpted grasslands, stormwater bio-retention ponds, swales, planters, a wet meadow, park benches and pavilions, and groves of trees. It would also include some children's play areas, a fitness loop, and some small gathering spaces. The BUILD development represents approximately 76.5 percent of the project area. The RPD component of the project would remain the same under both the proposed project and the project variant. The Project would include a network of new pedestrian pathways and bicycle lanes to enable a continuous Blue Greenway/Bay Trail as well as improvements to the existing public ROWs within the Project Site.

During the period between publication of the DEIR and the RTC document, the Project Sponsors, RPD and BUILD, initiated revisions to the proposed project that increase the number of residential units and reduce the commercial square footage within the 700 Innes property. The changed proposed project is referred to throughout the RTC document and these CEQA Findings as the "revised proposed project." The revised proposed project would add 335 residential units to the 1,240 residential units analyzed in the DEIR, increasing the total number of proposed residential units to 1,575 units. The increase in residential square footage would replace 66,224 gross square feet (gsf) of commercial use, as well as the 50,000-gsf proposed school. In addition to these use changes, 150,000 gsf would be added to the residential square footage through interior changes within the building envelopes previously analyzed in the DEIR (e.g., smaller units and common areas, lower floor-to-floor heights, improved interior building efficiencies). This change in the development program would fit within the previously analyzed building

envelopes, and there would be no changes to the height, width, or length of any buildings. As a result, the revised proposed project would include a total of 3,462,550 gsf, an increase of 150,000 gsf over the proposed project (3,312,550 gsf) analyzed in the DEIR. Changes were made only to the proposed project and not the variant, which would remain the same as described in the DEIR. The revised proposed project was fully studied in the DEIR and RTC document. As described in RTC Chapter 2, because revisions to the proposed project would not apply to the variant analyzed in the DEIR, the environmental analysis is limited to a comparison of the revised proposed project to the proposed project analyzed in the DEIR. In addition, the revised proposed project would be relevant only to the 700 Innes property and would not alter the DEIR analysis for the India Basin Shoreline Park, 900 Innes, and India Basin Open Space properties. Therefore, the environmental analysis is limited to a comparison of the project-level and cumulative impacts of the revised proposed project at the 700 Innes property to the project-level and cumulative impacts of the proposed project at the 700 Innes property. As discussed in RTC Chapter 2, the current revisions and clarifications to the proposed project would not result in any new significant impacts that were not already identified in the DEIR, nor would these changes substantially increase the severity of any impacts identified in the DEIR. The same mitigation measures identified in the DEIR for the proposed project would continue to be required to reduce or avoid the significant environmental impacts of the revised proposed project. No new or modified measures would be required to mitigate the significant impacts identified for the proposed project in the DEIR. In addition, because no changes to the cumulative projects are proposed and the project-level impacts of the revised proposed project have been determined to be similar to the project-level impacts of the proposed project, cumulative impacts of the revised proposed project would be similar to cumulative impacts of the proposed project for all topics analyzed in the DEIR. Therefore, the analysis included in these CEQA Findings with regard to the proposed project shall also apply to the revised proposed project, unless otherwise noted. The "Project" as analyzed in the FEIR and these CEQA findings includes the revised proposed project and the variant.

Under the Project, the existing five buildings and structures on the 700 Innes Property would be demolished or relocated. More specifically, the four buildings at 838-840 Innes Avenue and 888 Innes Avenue would be demolished while the historic building at 702 Earl Street, currently used as a residence, would be rehabilitated and relocated to the northern portion of the 700 Innes property, closer to the shoreline. At the northwest corner of the property, BUILD would remove an existing pier and eight associated creosote-treated piles. Also on this property, a 0.1-acre tidal marshland would be created. Grading and site preparation activities at the northwest corner of the property, which is located adjacent to the Bay, would involve a net increase of 70 cubic yards of fill. Grading activities during redevelopment on areas above the mean high water ("MHW") line would be subject to provisions of the City's Maher Ordinance Program, administered by DPH. Approximately 0.31 acre of seasonal wetlands would be relocated from the 700 Innes property to the India Basin Open Space property as part of a larger 0.48-acre seasonal wetland.

b. India Basin Open Space Property

Under the Project, the 6.2-acre India Basin Open Space property, which currently consists of benches, upland habitat, tidal salt marsh, mudflats, sand dunes, and native vegetation, would remain in a natural state with some enhancements for public access, recreation, and ecological function. In addition, a minimum 0.3-acre tidal marsh would be restored as improved tidal

marsh wetland. A minimum 0.48-acre freshwater seasonal wetland would also be created and a drainage outfall that currently extends into the Bay would be removed. The seasonal freshwater wetland is being designed in anticipation of sea level rise to provide future habitat migration opportunities for the lower brackish saltwater wetlands. Grading activities at the India Basin would be subject to the provisions of the City's Maher Ordinance program, administered by DPH. Under the Project, approximately 2,000 gsf of commercial uses would be built adjacent to the India Basin Open Space property on the 700 Innes site. This structure is designed to be integrated with the improved India Basin Open Space property to serve the publicly accessible beach and open space.

B. Project Objectives

The FEIR discusses several project objectives identified by the Project Sponsors.

1. Objectives for RPD Development:

Neighborhood & Community

- Create a neighborhood center that stimulates meaningful and inclusive local, citywide, and regional community engagement.
- Develop a seamless park user experience along India Basin that ensures a high level of waterfront and recreation access for neighborhood users, and create a significant amenity on the Bayview/Hunters Point recreation loop/waterfront.
- Construct more open space to address the population growth in a high-need and emerging neighborhood, and improve recreational amenities to existing residents.
- Create an opportunity for the City to address issues of social and environmental justice, equity, and inclusion in parks and open space for the India Basin and greater Bayview Hunters Point communities.
- Stimulate local hiring through job training for construction activities, park-related concession opportunities, and recreation leadership positions.
- Create a safe environment for park users that includes increased visibility of park spaces, including direct sightlines from bordering streets to the water.

Environment & Sustainability

- Prioritize environmental cleanup to promote public health, safety, and welfare.
- Design a landscape that will be adaptive and resilient alongside anticipated sea level rise.
- Conserve and strengthen natural resources, and increase biodiversity and interconnectivity on City parkland, through the expansion of shoreline wetlands and redevelopment of natural upland landscaping.

- Provide on-site stormwater treatment infrastructure to promote improved Bay water quality.

History & Culture

- Preserve and celebrate historic and cultural resources, including the restoration of the historic Shipwright's cottage and revitalization and interpretation of the historic boatyard cultural landscape at 900 Innes and the ship hulls at India Basin Shoreline Park.

- Create a welcome center featuring the site's shipbuilding heritage and surrounding neighborhood/community history, complemented by a food and beverage concession to serve as a community gathering space and to promote local hiring.

- Create an entry experience from Innes Avenue that highlights the features of both the cultural and natural landscape, maintains sightlines to the waterfront, and contributes to a seamless park user experience and sense of place as a neighborhood center.

Recreation & Education

- Create a center for waterfront programming with a variety of active and passive recreational opportunities, and strengthen the quality of existing parks and facilities.

- Expand public access to the Bay and accelerate the development of the Blue Greenway/Bay Trail, by connecting the India Basin Open Space, 900 Innes, and India Basin Shoreline Park with all seven properties along the India Basin cove.

- Provide active recreational programming such as a human-powered boating center, basketball courts, skateboard ramps, bike paths, children's playground, and public beach access.

- Provide passive recreational programming such as bird-watching, barbeque and picnic areas, landscaped/natural hiking paths, and a great lawn.

- Construct an educational/"makers" building (the "Shop"), intended to provide recreational arts and shop programming focused on the historic shipbuilding industry.

- Design park spaces that are safe and inviting and that follow departmental best practices for successful maintenance.

Transportation & Infrastructure

- Provide Class 1 bicycle lane infrastructure to enhance community transportation alternatives.

- Create publicly accessible Griffith Street site access, linking the neighboring community and new retail to the sites south of 900 Innes.

- Construct enhanced/signalized crosswalks to park entrances for easier and safer pedestrian access.

- Create ADA–accessible pathways providing waterfront access and safe interactions with highly trafficked routes such as the Class 1 bicycle path.

2. Objectives for BUILD Development

- Revitalize a prime but underutilized southeastern waterfront site with a range of uses designed to increase housing at a range of affordability levels and provide increased business and employment opportunities.

- Construct high-quality housing with sufficient density to contribute to active uses on the project site while offering a mix of unit types, sizes, and affordability to accommodate a range of potential residents.

- Provide sufficient mixed-use development capacity (in terms of gross floor area and residential unit count) with a range of flexible uses that can respond to market demands and attract the private capital necessary to build out the proposed project in a timely fashion and financially support an array of public benefits, including public open space, a permanent maintenance and operations tax district, community job training and small business development opportunities, public transportation improvements and affordable housing.

- Pursue a balanced mix of residential, retail, and office space, as well as R&D space, to support a daytime population adequate to create a viable and vibrant small-scale neighborhood retail district.

- Preserve the shoreline areas of the project site for public parks and public open space use.

- Incorporate environmental sustainability concepts and practices into the project, including stormwater treatment swales and bioretention areas, improved and new wetlands, green building design, and construction practices.

C. Project Approvals

The Project would require approvals from several authorities, including those listed below:

1. City and County of San Francisco

San Francisco Planning Commission

- Certify the FEIR.

- Recommend to the Board of Supervisors approval of amendments to the General Plan, Planning Code text, and the Zoning Map to create a SUD, including design review procedures.

- Recommend to the Board of Supervisors approval of a Development Agreement with BUILD.

- Make General Plan consistency findings, including priority policy findings under Planning Code Section 101.1, for all project approvals requiring consistency findings under Charter Section 4.105 and Administrative Code Section 2A.53.

- Determine that shadows from buildings exceeding 40 feet in height will have no adverse effect on parks subject to Section 295 of the Planning Code. Such determination would occur after RPD's general manager in consultation with the Recreation and Parks Commission has commented on the Project.

- Determine Proposition M office allocation.

- General Plan referral to the Board of Supervisors for a Major Encroachment Permit.

Historic Preservation Commission

- Hold a public hearing on the DEIR regarding impacts on historic resources and approve a certificate of appropriateness for alterations proposed to landmark structures.

San Francisco Recreation and Park Commission

- Approve 900 Innes Avenue and India Basin Shoreline Park improvements and shoreline modifications (the conceptual design).

- Approve India Basin Open Space improvements and shoreline modifications.

- Consult with RPD's general manager on the effect of the Project on shadow on parks subject to Section 295 of the Planning Code.

- Accept the transfer of any new properties to RPD jurisdiction or management, including a memorandum of understanding with SF Port governing use and control of the proposed Big Green and other property under SF Port jurisdiction to be managed by RPD.

- Approve the Trust Exchange Agreement with the California State Lands Commission ("CSLC") that would remove the public trust from portions of the 700 Innes property and transfer other portions to the City, in trust (under SF Port jurisdiction), to be used for open space.

- Approve a memorandum of understanding between the SF Port and RPD for the use and control of all open space at 700 Innes and India Basin Open Space that is currently under SF Port jurisdiction or transferred to the SF Port in trust after the trust exchange.

- Approve easements and/or acquisition of rights for in-water improvements over private in-water parcels.

- Consent to the Development Agreement.

San Francisco Public Works ("SFPW")

- Recommend to the Board of Supervisors approval of street vacations, dedications, and realignments; sidewalk widenings; and improvements in public ROWs.
- Approve tentative subdivision maps, including condominium map applications and any major or minor encroachment permits.
- Consent to the Development Agreement.

San Francisco Department of Building Inspection ("DBI")

- Issue demolition, grading, and site construction permits.

San Francisco Municipal Transportation Agency ("SFMTA")

- Approve new bicycle paths and all roadway changes affecting vehicles, transit, bicycles, and pedestrians.
- Consent to the Development Agreement.

San Francisco Public Utilities Commission ("SFPUC")

- Approve water, sewer, stormwater, and street light infrastructure.
- Consent to the Development Agreement.

San Francisco Department of Public Health ("DPH")

- Approve site remediation plans under Health Code Article 22A.
- If the Alternate Water Source System/Non-Potable Water System is implemented, approve an application for it under Health Code Article 12C.

San Francisco Port Commission

- Approve the Trust Exchange Agreement affecting property under SF Port jurisdiction.
- Consent to the Development Agreement.
- Approve a memorandum of understanding with RPD governing use and control of the Big Green and other property under SF Port jurisdiction to be managed by RPD.

San Francisco Board of Supervisors

- Approve amendments to the General Plan, Planning Code, and Zoning Map.
- Authorize street vacations, dedications, major street encroachments, realignments, and sidewalk widenings.

- Approve easements and/or acquisition of rights for in-water improvements over private in-water parcels.
- Approve a Development Agreement with BUILD.
- Approve the Trust Exchange Agreement with CSLC.

2. State and Federal Agencies

San Francisco Bay Conservation and Development Commission ("BCDC")

- Issue a major permit to authorize construction within the 100-foot shoreline band.
- Approve an amendment to the San Francisco Bay Plan and the San Francisco Waterfront Special Area Plan.

San Francisco Bay Regional Water Quality Control Board ("RWQCB")

- Approve Clean Water Act ("CWA") Section 401 water quality certification.
- Approve RPD's site remediation plan for areas within San Francisco Bay RWQCB jurisdiction.
- Approve amendments to the City's MS4 discharge permit to authorize the release of treated stormwater to the Bay.

Bay Area Air Quality Management District ("BAAQMD")

- Issue permits for installation and operation of emergency generators.

California State Lands Commission ("CSLC")

- Approve the Trust Exchange Agreement with the City.

California State Historic Preservation Office

- Provide Section 106 consultation for potential effects of project implementation on cultural resources in the Bay.

California Department of Fish and Wildlife

- Approve permit under the California Endangered Species Act (if applicable).

U.S. Army Corps of Engineers ("USACE")

- Approve permits under CWA Section 404 and Section 10 of the Rivers and Harbors Act of 1899 for improvements or relocation of wetlands and permanent or temporary placement of fill in the Bay.

U.S. Environmental Protection Agency ("EPA")

- If remediation work is completed using EPA grant funding, then ensure compliance with additional applicable federal laws and regulations governing remediation contracts, such as the Small Business Liability Relief and Brownfields Revitalization Act and the Davis-Bacon Act.

U.S. Fish and Wildlife Service/National Marine Fisheries Service

- Provide Section 7 consultation for potential effects of shoreline modifications on endangered species (Section 7 consultation is triggered by the Section 404/Section 10 permit).

D. Environmental Review

The Project Sponsors filed an Environmental Evaluation Application for the Project with the San Francisco Planning Department ("Department") on December 12, 2014.

Pursuant to and in accordance with the requirements of Section 21094 of CEQA and Sections 15063 and 15082 of the CEQA Guidelines, the Department, as lead agency, published and circulated a Notice of Preparation ("NOP") on June 1, 2016, which notice solicited comments regarding the scope of the EIR for the proposed project. The NOP and its 30-day public review comment period were advertised in a newspaper of general circulation in San Francisco and mailed to governmental agencies, organizations and persons interested in the potential impacts of the proposed project. The Department held a public scoping meeting on June 19, 2016, starting at 5 p.m. at the Alex L. Pitcher, Jr. Community Room, 1800 Oakdale Avenue in San Francisco.

During the 30-day public scoping period that ended on July 1, 2016, the Department accepted comments from agencies and interested parties that identified environmental issues that should be addressed in the EIR. Comments received during the scoping process were considered in preparation of the DEIR.

The Department prepared the DEIR, which describes the proposed project and the environmental setting, analyzes potential impacts, identifies mitigation measures for impacts found to be significant or potentially significant, and evaluates alternatives to the proposed project. The DEIR assesses the potential construction and operational impacts of the proposed project on the environment, and the potential cumulative impacts associated with the proposed project in combination with other past, present, and future actions with potential for impacts on the same resources. The analysis of potential environmental impacts in the DEIR utilizes significance criteria that are based on the San Francisco Planning Department Environmental Planning Division guidance regarding the environmental effects to be considered significant. The Environmental Planning Division's guidance is, in turn, based on CEQA Guidelines Appendix G, with some modifications.

The Department published a DEIR for the project on September 13, 2017, and circulated the DEIR to local, state, and federal agencies and to interested organizations and individuals for public review. On September 13, 2017, the Department also distributed notices of availability of

the DEIR; published notification of its availability in a newspaper of general circulation in San Francisco; posted the notice of availability at the San Francisco County Clerk's office; and posted notices at locations within the project area. The Planning Commission held a public hearing on October 19, 2017, to solicit testimony on the DEIR during the public review period. A court reporter, present at the public hearing, transcribed the oral comments verbatim, and prepared written transcripts. The Department also received written comments on the DEIR, which were sent through mail, fax, hand delivery, or email. The Department accepted public comment on the DEIR until October 30, 2017.

The Department prepared responses to comments on environmental issues received during the 55 day public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected clerical errors in the DEIR. The Planning Commission recognizes that minor changes have been made to the Project and additional evidence has been developed after publication of the DEIR. Specifically, during the period between publication of the DEIR and the RTC document, the Project Sponsors initiated revisions to the proposed project that increase the number of residential units and reduce the commercial square footage within the 700 Innes property. The changed proposed project is referred to in the FEIR as the "revised proposed project." The revised proposed project would add 335 residential units to the 1,240 residential units analyzed in the DEIR, increasing the total number of proposed residential units to 1,575 units. The increase in residential square footage would replace 66,224 gross square feet (gsf) of commercial use, as well as the 50,000-gsf proposed school. In addition to these use changes, 150,000 gsf would be added to the residential square footage through interior changes within the building envelopes previously analyzed in the DEIR (e.g., smaller units and common areas, lower floor-to-floor heights, improved interior building efficiencies). This change in the development program would fit within the previously analyzed building envelopes, and there would be no changes to the height, width, or length of any buildings. As a result, the revised proposed project would include a total of 3,462,550 gsf, an increase of 150,000 gsf over the proposed project (3,312,550 gsf) analyzed in the DEIR. Changes were made only to the proposed project and not the variant, which would remain the same as described in the DEIR. The revised proposed project was fully studied in the DEIR and RTC document (see Chapter 2, "Project Description Revisions and Clarifications, and the Revised Proposed Project," in the RTC document).

This material was presented in the RTC document, published on July 11, 2018, distributed to the Commission and all parties who commented on the DEIR, and made available to others upon request at the Department.

The Department prepared the RTC. The RTC document was published on July 11, 2018, and includes copies of all of the comments received on the DEIR and written responses to each comment.

A Final Environmental Impact Report (hereinafter "FEIR") has been prepared by the Department, consisting of the DEIR, any consultations and comments received during the review process, any additional information that became available, and the RTC document all as required by law. The initial study ("IS") is incorporated by reference thereto. As described in the FEIR,

the refinements discussed above would result in either no changes to the impact conclusions or a reduction in the severity of the impact presented in the DEIR.

Under section 15088.5 of the CEQA Guidelines, recirculation of an EIR is required when "significant new information" is added to the EIR after public notice is given of the availability of the DEIR for public review but prior to certification of the FEIR. The term "information" can include changes in the project or environmental setting, as well as additional data or other information. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. "Significant new information" requiring recirculation includes, for example, a disclosure showing that:

(1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.

(2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

(3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.

(4) The DEIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

(CEQA Guidelines, § 15088.5, subd. (a).)

Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.

Here, the FEIR includes supplemental data and information that was developed after publication of the DEIR to further support the information presented in the DEIR. None of this supplemental information affects the conclusions or results in substantive changes to the information presented in the DEIR, or to the significance of impacts as disclosed in the DEIR. Nor does it add any new mitigation measures or alternatives that the project sponsor declined to implement. The Commission finds that none of the changes and revisions in the FEIR substantially affects the analysis or conclusions presented in the DEIR; therefore, recirculation of the DEIR for additional public comments is not required.

Project EIR files have been made available for review by the Commission and the public. These files are available for public review at the Department at 1650 Mission Street, Suite 400, and are part of the record before the Commission.

On July 26, 2018, the Commission reviewed and considered the FEIR and found that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code. The FEIR was certified by the Commission on July 26, 2018, by adoption of its Motion No. 20247.

E. Content and Location of Record

The record upon which all findings and determinations related to the adoption of the Project are based include the following:

- The FEIR, and all documents referenced in or relied upon by the FEIR, including the IS;
- All information (including written evidence and testimony) provided by City staff to the Commission relating to the FEIR, the proposed approvals and entitlements, the Project, and the alternatives set forth in the FEIR;
- All information (including written evidence and testimony) presented to the Commission by the environmental consultant and subconsultants who prepared the FEIR, or incorporated into reports presented to the Commission;
- All information (including written evidence and testimony) presented to the City from other public agencies relating to the Project or the FEIR;
- All applications, letters, written information, testimony, and presentations presented to the City by the Project Sponsors and their consultants in connection with the Project;
- All information (including written evidence and testimony) presented at any public hearing related to the EIR;
- The MMRP; and,
- All other documents comprising the record pursuant to Public Resources Code Section 21167.6(e).

The public hearing transcripts and audio files, a copy of all letters regarding the FEIR received during the public review period, the administrative record, and background documentation for the FEIR are located at the Planning Department, 1650 Mission Street, 4th Floor, San Francisco. The Planning Department, Jonas P. Ionin, is the custodian of these documents and materials.

F. Findings about Environmental Impacts and Mitigation Measures

The following Sections II, III, and IV set forth the Commission's findings about the FEIR's determinations regarding significant environmental impacts and the mitigation measures proposed to address them. These findings provide the written analysis and conclusions of the Commission regarding the environmental impacts of the Project and the mitigation measures

identified in the FEIR and adopted by the Commission as part of the Project. To avoid duplication and redundancy, and because the Commission agrees with, and hereby adopts, the conclusions in the FEIR, these findings will not repeat the analysis and conclusions in the FEIR but instead incorporate them by reference and rely upon them as substantial evidence supporting these findings.

In making these findings, the Commission has considered the opinions of staff and experts, other agencies, and members of the public. The Commission finds that (i) the determination of significance thresholds is a judgment decision within the discretion of the City and County of San Francisco; (ii) the significance thresholds used in the FEIR are supported by substantial evidence in the record, including the expert opinion of the City staff; and (iii) the significance thresholds used in the FEIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project. Thus, although, as a legal matter, the Commission is not bound by the significance determinations in the FEIR (see Public Resources Code, Section 21082.2, subdivision (e)), the Commission finds them persuasive and hereby adopts them as its own.

These findings do not attempt to describe the full analysis of each environmental impact contained in the FEIR. Instead, a full explanation of these environmental findings and conclusions can be found in the FEIR, and these findings hereby incorporate by reference the discussion and analysis in the FEIR supporting the determination regarding the project impact and mitigation measures designed to address those impacts. In making these findings, the Commission ratifies, adopts and incorporates in these findings the determinations and conclusions of the FEIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings, and relies upon them as substantial evidence supporting these findings.

As set forth below, the Commission adopts and incorporates the mitigation measures set forth in the FEIR, which to the extent feasible are set forth in the attached MMRP, to reduce the significant and unavoidable impacts of the Project. The Commission intends to adopt the mitigation measures proposed in the FEIR. Accordingly, in the event a mitigation measure recommended in the FEIR has inadvertently been omitted in these findings or the MMRP, such mitigation measure that is deemed feasible and should have been included in the MMRP but was inadvertently omitted is hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in these findings or the MMRP fails to accurately reflect the mitigation measures in the FEIR due to a clerical error, the language of the policies and implementation measures as set forth in the FEIR shall control. The impact numbers and mitigation measure numbers used in these findings reflect the information contained in the FEIR.

In Sections II, III, and IV below, the same findings are made for a category of environmental impacts and mitigation measures. Rather than repeat the identical finding to address each and every significant effect and mitigation measure, the initial finding obviates the need for such repetition because in no instance is the Commission rejecting the conclusions of the FEIR or the mitigation measures recommended in the FEIR for the Project.

These findings are based upon substantial evidence in the entire record before the Commission. The references set forth in these findings to certain pages or sections of the EIR or responses to comments in the FEIR are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

References to the proposed project or Project below in these CEQA Findings, including all impact conclusions and mitigation measures, shall be interpreted to include and incorporate any changes proposed by the revised proposed project, unless otherwise noted. In addition, all impact conclusions and mitigation measures are the same for the proposed project, revised proposed project and the variant, unless these CEQA Findings specifically indicate otherwise.

II. IMPACTS FOUND TO BE LESS THAN SIGNIFICANT AND THUS REQUIRING NO MITIGATION

Under CEQA, no mitigation measures are required for impacts that are less than significant (Pub. Res. Code § 21002; CEQA Guidelines §§ 15126.4, subd. (a)(3), 15091). As more fully described in the FEIR and based on the evidence in the whole record of this proceeding, it is hereby found that implementation of the Project would not result in any significant impacts in the following areas and that these impact areas therefore do not require mitigation.

A. Land Use

Impact LU-1: The Project would not physically divide an established community (DEIR pp. 3.1-16 to 3.1-17).

Impact LU-2: The Project would not result in conflicts with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect (DEIR pp. 3.1-17 to 3.1-20: RTC pp. 4-10 to 4-11).

Impact C-LU-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would not result in significant cumulative impacts related to land use and land use planning (DEIR pp. 3.1-20 to 3.1-21; RTC pp. 4-11 to 4-13).

B. Aesthetics

Impact AE-1: The Project would not have a substantial adverse effect on scenic vistas or scenic resources (DEIR pp. 3.2-25 to 3.2-45; RTC pp. 4-13 to 4-17).

Impact AE-2: The Project would not degrade the existing visual character or quality of the site and its surroundings (DEIR pp. 3.2-45 to 3.2-50).

Although no mitigation measures would be required, **Improvement Measure I-AE-1: Prepare and Implement Construction Staging, Access, and Parking Plan to Reduce Impacts on Visual Character/Quality During Construction,** is identified to further reduce the less-than-significant impact of an unsightly construction area during construction (DEIR p. 3.2-46).

C. Population and Housing

Impact PH-1: The Project would not induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through the extension of roads or other infrastructure) (DEIR pp. 3.3-9 to 3.3-11).

Impact PH-2: The Project would not displace substantial numbers of people or existing housing units, necessitating the construction of replacement housing (DEIR pp. 3.3-11 to 3.3-12; RTC pp. 4-17 to 4-18).

Impact C-PH-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would not substantially contribute to cumulative impacts related to population and housing (DEIR pp. 3.3-12 to 3.3-13; RTC pp. 4-21 to 4-27).

D. Transportation and Circulation

Impact TR-1: The Project would not cause substantial additional vehicle miles traveled ("VMT") or substantially induce automobile travel (DEIR pp. 3.5-46 to 3.5-47; RTC pp. 4-43 to 4-48).

Impact TR-2: The Project would not cause major traffic hazards (DEIR pp. 3.5-47 to 3.5-49).

Although no mitigation measures would be required, **Improvement Measure I-TR-2V: Reconfigure Southbound Approach at Jennings Street/Evans Avenue/Middle Point Road under the Variant,** is identified to improve traffic circulation at the Jennings Street/Evans Avenue/Middle Point Road intersection under Baseline plus Project Conditions with the variant only (this improvement measure does not apply to the proposed project), and thus help to further reduce any less-than-significant traffic safety impacts under the variant (DEIR p. 3.5-49).

Impact TR-4: The Project would not cause a substantial increase in delays or operating costs such that significant adverse impacts in transit service levels could result (DEIR pp. 3.5-62 to 3.5-63).

Impact TR-5: The Project would not create potentially hazardous conditions for bicyclists or otherwise substantially interfere with bicycle accessibility to the site or adjoining areas (DEIR pp. 3.5-64 to 3.5-66).

Impact TR-6: The Project would not result in substantial overcrowding on public sidewalks, create potentially hazardous conditions for pedestrians, or otherwise interfere with pedestrian accessibility to the site and adjoining areas (DEIR pp. 3.5-66 to 3.5-71; RTC pp. 4-39 to 4-43).

Although the impact of the Project would be less than significant, implementation of **Improvement Measure I-TR-6: Implement Queue Abatement Strategies,** would ensure that queues at driveways serving the project's three parking garages would not adversely affect pedestrian circulation, and thus would further reduce the less-than-significant impact of the Project on pedestrian facilities and circulation (DEIR pp. 3.5-66 to 3.5-71).

Impact TR-7: Except for the passenger loading activities associated with the proposed school in the variant only, the Project would result in a loading demand during the peak hour of loading activities that would be accommodated within proposed onsite loading facilities or within convenient on-street loading zones, and would not create potentially hazardous conditions affecting traffic, transit, bicycles, or pedestrians or significant delays affecting transit (DEIR pp. 3.5-71 to 3.5-74; RTC pp. 4-51 to 4-53).

Although the impact of the Project would be less than significant, **Improvement Measure I-TR-7: Implement an Active Loading Management Plan,** has been recommended to further reduce any less-than-significant impacts associated with freight loading activities at the 700 Innes site (DEIR pp. 3.5-73 to 3.5-74).

Impact TR-9: The Project would not result in inadequate emergency access to the project site or adjoining areas (DEIR p. 3.5-76).

Impact TR-10: The duration and magnitude of temporary construction activities would not result in substantial interference with pedestrian, bicycle, or vehicle circulation and accessibility

to adjoining areas, thereby resulting in potentially hazardous conditions (DEIR pp. 3.5-76 to 3.5-78).

Although the impact of the Project would be less than significant, **Improvement Measure I-TR-10: Implement Construction Management Strategies,** has been recommended to further reduce the less-than-significant impacts of any conflicts between construction activities and pedestrians, bicyclists, transit, and vehicular traffic, and between construction and nearby businesses and residents (DEIR p. 3.5-78).

Impact TR-11: The Project would not result in a substantial parking deficit that could create hazardous conditions affecting traffic, transit, bicycles, or pedestrians or significant delays affecting transit, where particular characteristics of the project or its site demonstrably render use of other modes infeasible (DEIR pp. 3.5-79 to 3.5-81).

Impact C-TR-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would not substantially contribute to cumulative impacts related to transportation and circulation for VMT, traffic hazards, transit capacity, pedestrians, bicycles, loading, emergency access, or construction transportation (DEIR pp. 3.5-86 to 3.5-97).

Although the cumulative impacts with the Project would be less than significant, implementing **Improvement Measure I-C-TR-1: Reconfigure Eastbound Approach at Jennings Street/Evans Avenue/Middle Point Road,** would improve traffic circulation at the Jennings Street/Evans Avenue/Middle Point Road intersection under Cumulative Conditions and help to further reduce any less-than-significant traffic safety impacts (DEIR pp. 3.5-87 to 3.5-88).

E. Noise

Impact NO-1: Construction of the Project would not expose persons to noise levels in excess of standards established in the local general plan or noise ordinance (Sections 2907 and 2908 of the San Francisco Noise Control Ordinance) (DEIR pp. 3.6-19 to 3.6-20; RTC pp. 4-63 to 4-66).

Impact NO-5: The occupants of the Project site would not be substantially affected by future noise levels on the site (DEIR pp. 3.6-35 to 3.6-36).

F. Air Quality

Impact AQ-4: The Project would not generate emissions that create objectionable odors affecting a substantial number of people (DEIR pp. 3.7-76 to 3.7-77).

G. Greenhouse Gas Emissions

Impact-C-GG-1: The Project would generate greenhouse gas emissions, but not at levels that would result in a significant impact on the environment or conflict with any policy, plan, or regulation adopted for the purpose of reducing greenhouse gas emissions (DEIR pp. 3.8-20 to 3.8-21; RTC pp. 4-71 to 4-72).

H. Wind

Impact C-WI-1: The Project would not combine with past, present, or reasonably foreseeable future projects to alter wind in a manner that would substantially affect public areas or outdoor recreation facilities (DEIR pp. 3.9-21 to 3.9-22).

I. Shadow

Impact SH-1: The Project would not create new shadow in a manner that would substantially affect outdoor recreation facilities or other public areas (DEIR pp. 3.10-6 to 3.10-29; RTC pp. 4-112 to 4-117).

Impact C-SH-1: The Project would not combine with past, present, or reasonably foreseeable future projects to create new shadow in a manner that would affect outdoor recreation facilities or other public areas (DEIR p. 3.10-30).

J. Recreation

Impact RE-1: The Project would not increase the use of existing neighborhood and regional parks or other recreational facilities, such that substantial physical deterioration of the facilities may occur or be accelerated (DEIR pp. 3.11-14 to 3.11-16).

Impact RE-3: The Project would not physically degrade existing recreational facilities (DEIR pp. 3.11-20 to 3.11-21).

Impact C-RE-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would not substantially contribute to cumulative impacts related to recreation (DEIR p. 3.11-21.

K. Utilities and Service Systems

Impact UT-1: The Project would not exceed wastewater treatment requirements of the applicable RWQCB or result in a determination by the wastewater treatment provider that it has inadequate capacity to serve the projected demand in addition to the provider's existing commitments (DEIR pp. 3.12-17 to 3.12-20; RTC pp. 4-75 to 4-77).

Impact UT-3: The Project would not require new or expanded water supply resources or entitlements (DEIR pp. 3.12-24 to 3.12-28; RTC pp. 4-77 to 4-78).

Impact C-UT-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would not substantially contribute to cumulative impacts related to utilities and services systems (DEIR pp. 3.12-28 to 3.12-30).

L. Public Services

Impact PS-1: The Project would not increase demand for fire services in a manner that would result in the need for construction or alteration of fire protection facilities (DEIR pp. 3.13-8 to 3.13-9; RTC pp. 4-80 to 4-81).

Impact PS-2: The Project would not increase demand for police services in a manner that would

result in the need for construction or alteration of law enforcement facilities (DEIR pp. 3.13-9 to 3.13-10; RTC pp. 4-80 to 4-81).

Impact PS-3: The Project would not increase demand for school services in a manner that would result in the need for construction or alteration of school facilities (DEIR pp. 3.13-10 to 3.13-11; RTC pp. 4-80 to 4-81).

Impact PS-4: The Project would not increase demand for library services in a manner that would result in the need for construction or alteration of library facilities (DEIR p. 3.13-11; RTC pp. 4-80 to 4-81).

Impact C-PS-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would not substantially contribute to cumulative impacts related to public services (DEIR p. 3.13-12).

M. Biological Resources

Impact BI-5: The Project would not conflict with local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance or the provisions of an adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or State habitat conservation plan (DEIR pp. 3.14-54 to 3.14-55).

Impact C-BI-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would not substantially contribute to cumulative impacts related to biological resources (DEIR pp. 3.14-56 to 3.14-57).

N. Hydrology and Water Quality

Impact HY-4: The Project would not place within a 100-year flood hazard area structures that would impede or redirect flood flows (DEIR pp. 3.15-48 to 3.15-49).

Impact HY-5: The project site is subject to flooding from tsunami inundation, but the Project would not exacerbate the frequency or severity of flooding or cause flooding in areas that otherwise would not be subject to flooding without the project. The project site is not subject to inundation by mudflows or a seiche (DEIR pp. 3.15-50 to 3.15-52).

Impact HY-6: The Project Site is subject to flooding from sea-level rise, but the Project would not exacerbate the frequency or severity of flooding or cause flooding in areas that otherwise would not be subject to flooding without the project (DEIR pp. 3.15-52 to 3.15-60; RTC pp. 4-100 to 4-102).

O. Hazards and Hazardous Materials

Impact HZ-5: The Project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. (DEIR pp. 3.16-60 to 3.16-63)

Impact HZ-6: The Project would not expose people or structures to a significant risk of loss, injury, or death involving fires (DEIR pp. 3.16-63 to 3.16-64).

III. FINDINGS OF POTENTIALLY SIGNIFICANT IMPACTS THAT CAN BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL THROUGH MITIGATION AND THE DISPOSITION OF THE MITIGATION MEASURES

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a project's identified significant impacts or potential significant impacts if such measures are feasible. The findings in this Section III and in Section IV discuss mitigation measures as identified in the FEIR for the Project and as recommended for adoption by the Planning Commission. The full explanation of the potentially significant environmental impacts and the full text of the mitigation measures is contained in the FEIR and/or the MMRP. A copy of the MMRP is included as Attachment B to the Planning Commission Motion adopting these findings.

The impacts identified in this Section III would be reduced to a less-than-significant level through implementation of the mitigation measures contained in the FEIR, included in the Project, or imposed as conditions of approval and set forth in Attachment B. The impacts identified in Section IV, below, for which feasible mitigation has been identified in the FEIR also would be reduced, although not to a less-than-significant level.

As indicated in the MMRP, in most cases, mitigation measures will be implemented by the Planning Commission or the Project Sponsors. In these cases, implementation of mitigation measures will be made conditions of project approval. For each of these mitigation measures and the impacts they address, the Planning Commission finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the FEIR. (CEQA Guidelines, § 15091, subd. (a)(1).)

In the case of all other mitigation measures, an agency other than the Planning Commission (either another City agency or a non-City agency) will have responsibility for implementation or assisting in the implementation or monitoring of mitigation measures. This is because certain mitigation measures are partly or wholly within the responsibility and jurisdiction of another public agency (other than the Planning Commission). In such instances, the entity that will be responsible for implementation is identified in the MMRP for the Project (Attachment B). Generally, the Planning Commission has designated the agencies to implement mitigation measures as part of their existing permitting or program responsibilities. Based on past experience and ongoing relationships and communications with these agencies, the Planning Commission has reason to believe that they can and will implement the mitigation measures assigned to them. These agencies include DPH, BAAQMD and BCDC, for example, which will participate in mitigation measure implementation through their normal regulatory program actions. Others, like the San Francisco Municipal Transportation Agency, which operates and maintains local traffic and transit systems, have indicated to the Planning Department that they generally find that it will be feasible to implement the mitigation measures identified under their implementation responsibility. The Planning Department also will be assisted in monitoring implementation of mitigation measures by other agencies, as indicated in the MMRP in Exhibit B, such as the San Francisco Department of Building Inspection, the San Francisco Department of Public Works through their permit responsibilities, the San Francisco Public Utilities Commission through its operation of the City's combined sewer system, or the SFMTA as part

of its operation and maintenance of traffic and transit systems.

For each of these mitigation measures and the impacts they address, the Planning Commission finds that the changes or alterations are in whole or in part within the responsibility and jurisdiction of a public agency other than the Planning Commission and that the changes have been adopted by such other agency or can and should be adopted by such other agency. (CEQA Guidelines, § 15091, subd. (a)(2).)

The Planning Commission adopts all of the mitigation measures proposed for the Project that are within the jurisdiction and control of the Planning Commission. For those mitigation measures that are the responsibility of agencies other than the Planning Department (e.g., the City and County of San Francisco and its subsidiary agencies), the Planning Commission finds that those measures can and should be implemented by the other agencies as part of their existing permitting or program responsibilities. Based on the analysis contained in the FEIR, other considerations in the record, and the standards of significance, the Planning Commission finds that implementation of all of the proposed mitigation measures discussed in this Section III will reduce potentially significant impacts to a less-than-significant level.

A. Aesthetics

Impact AE-3: The Project would create a new source of substantial light or glare that would adversely affect day or nighttime views in the area or would substantially affect other people or properties (DEIR pp. 3.2-50 to 3.2-52).

New sources of light would not differ substantially from lighting sources used for the existing India Basin Shoreline Park, 900 Innes, or India Basin Open Space properties. In addition, light levels on these properties would not exceed levels commonly accepted by residents in an urban setting. On the 700 Innes property, there would be new sources of light and glare typically found in other urban neighborhoods in San Francisco, resulting in an impact. **Mitigation Measure M-AE-3: Implement Good Lighting Practices**, as more fully described in the FEIR (p. 3.2-52), is hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein. Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measure M-AE-3 would reduce Impact AE-3 to a less-than-significant level.

Impact C-AE-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would substantially contribute to cumulative impacts related to aesthetics (DEIR pp. 3.2-52 to 3.2-55).

The impacts of construction of the cumulative projects listed in the FEIR related to scenic views and resources, visual character, and light and glare would not result in a significant cumulative impact related to visual resources. Therefore, the construction-related cumulative impact on visual resources would be less than significant. The cumulative operational impact of the Project related to scenic vistas and resources, visual character and quality would also be less than significant. However, cumulative projects could generate substantial additional light and glare and the light and glare from the 700 Innes property could make a considerable contribution to this cumulative effect, resulting in an impact. Based on the FEIR and the entire administrative

record, it is hereby found and determined that implementing Mitigation Measure M-AE-3 would reduce Impact C-AE-1 to a less-than-significant level.

B. Cultural Resources

Impact CR-2: Construction under the Project would cause a substantial adverse change in the significance of an archeological resource pursuant to Section 15064.5 (DEIR pp. 3.4-52 to 3.4-56; RTC p. 4-38).

Construction activities, in particular grading and excavation, could disturb archeological resources potentially located at the project site. Unless mitigated, ground-disturbing construction activity within the project site, particularly within previously undisturbed soils, could result in the inadvertent discovery of previously unknown archeological resources. Such a discovery could represent a substantial adverse change in the significance of a historical and/or unique archeological resource. **Mitigation Measure M-CR-2a: Undertake an Archeological Testing Program**, as more fully described in the FEIR (p. 3.4-53 to 3.4-56), is hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measure M-CR-2a would reduce Impact CR-2 to a less-than-significant level.

Impact CR-3: Construction of the Project would disturb human remains, including those interred outside of formal cemeteries (DEIR p. 3.4-57; RTC p. 4-38).

It is possible that human remains could be inadvertently exposed during ground-disturbing activities in the portion of the study area landward of the 1859 shoreline (see DEIR Figure 3.4-1). Therefore, construction of the Project could result in direct impacts on previously undiscovered human remains, including those interred outside of formal cemeteries, during ground-disturbing activities occurring landward of the 1859 shoreline. **Mitigation Measure M-CR-3a: Implement Legally Required Measures in the Event of Inadvertent Discovery of Human Remains**, as more fully described in the FEIR (p. 3.4-57), is hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measure M-CR-3a would reduce Impact CR-3 to a less-than-significant level.

Impact CR-4: Construction under the Project would cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074 (DEIR p. 3.4-58).

The potential exists for construction under the Project to expose prehistoric archeological resources in the study area. Thus, the potential also exists for project construction to cause substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code Section 21074. This impact would be significant. **Mitigation Measure M-CR-4a: Implement Tribal Cultural Resources Interpretive Program**, as more fully described in

the FEIR (p. 3.4-58), is hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measure M-CR-4a would reduce Impact CR-4 to a less-than-significant level.

Impact C-CR-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would substantially contribute to cumulative impacts related to cultural resources (DEIR pp. 3.4-59 to 3.4-62).

The potential exists for the cumulative projects to encounter previously unidentified cultural resources, including archeological resources, during ground-disturbing activities. Disturbance of these resources during construction of the Project or other cumulative projects could result in significant cumulative impacts on archeological resources. The contribution of the Project could be cumulatively considerable.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-CR-2a and M-CR-3a would reduce Impact C-CR-1 to a less-than-significant level.

C. Transportation

Impact TR-3: The Project would cause a substantial increase in transit demand that would not be accommodated by adjacent transit capacity, resulting in unacceptable levels of transit service (DEIR pp. 3.5-50 to 3.5-62: RTC pp. 4-49 to 4-51).

While the impact of the Project on Muni capacity on the downtown screenlines would be *less than significant*, the localized muni impacts would be significant. This is a temporary impact. For the proposed project, these impacts could occur if buildout of the proposed project proceeds in such a fashion that the project would generate sufficient new transit riders on the 44 O'Shaughnessy route to cause crowding in excess of 85 percent capacity utilization before the remainder of the transit service improvements under the CPHPS Transportation Plan (i.e., all improvements except for the extension of the 29 Sunset to Harney Way) are in operation. Once the remaining transit service improvements under the *Candlestick Point & Hunters Point Shipyard Phase II Transportation Plan* ("CPHPS Transportation Plan") are in operation, there would be sufficient capacity to address transit travel demand. For the variant, these impacts could occur if buildout of the variant proceeds in such a fashion that the variant would generate sufficient new transit riders on the 19 Polk and 44 O'Shaughnessy routes to cause crowding in excess of 85 percent capacity utilization before the remainder of the transit service improvements under the CPHPS Transportation Plan are in operation. **Mitigation Measure M-TR-3P: Implement Transit Capacity Improvements (Proposed Project)** and **Mitigation Measure M-TR-3V: Implement Transit Capacity Improvements (Variant)**, as more fully described in the FEIR (pp. 3.5-53 to 3.5-54 and pp. 3.5-59 to 3.5-60, respectively), are hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementation of either Mitigation Measure M-TR-3P (in the case of the proposed project and

revised proposed project) or Mitigation Measure M-TR-3V (in the case of the variant) would reduce Impact TR-3 to a less-than-significant level.

Impact TR-8V: Under the Variant, passenger loading demand associated with the school during the peak hour of loading activities would not be accommodated within proposed on-site passenger loading facilities or within convenient on-street loading zones, and would create potentially hazardous conditions affecting traffic, transit, bicycles, or pedestrians or significant delays affecting transit (DEIR p. 3.5-75; RTC pp. 4-51 to 4-53).

The school would generate a high level of passenger loading activity during its peak (much higher than any of the other proposed uses because of the limited time periods for drop-off and pick-up activities) and the design of the proposed passenger loading zone is not yet finalized. Therefore, impacts related to passenger loading activities generated by the school would be significant. **Mitigation Measure M-TR-8V: Implement Passenger Loading Strategies for the School (Variant)**, as more fully described in the FEIR (p 3.5-75), is hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measure M-TR-8 would reduce Impact TR-8 to a less-than-significant level.

D. Noise

Impact NO-2: Construction of the Project would result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project (DEIR pp. 3.6-20 to 3.6-28; RTC pp. 4-62 to 4-67).

While noise impacts from off-site construction traffic would be less than significant for all properties on the Project, construction of all properties would result in a short-term, temporary increase in ambient noise levels in the Project vicinity above levels existing without the Project. Therefore, the overall construction impact related to a substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project would be significant. **Mitigation Measures M-NO-2a: Implement Noise Control Measures during Project Construction** and **M-NO-2b: Implement Noise Control Measures for Pile Driving**, as more fully described in the FEIR (pp. 3.6-25 and pp. 3.6-25 to 3.6-26, respectively), are hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-NO-2a and M-NO-2b would reduce Impact NO-2 to a less-than-significant level.

Impact NO-3: Noise from stationary sources associated with operation of the Project would result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project (DEIR pp. 3.6-28 to 3.6-31; RTC pp. 4-62 to 4-67).

The India Basin Shoreline Park property would not include on-site stationary sources, such as building mechanical (i.e., heating, ventilation, and air conditioning ["HVAC"] equipment)

because the proposed developments would be outdoor structures. In addition, this property would not have a loading dock and trash compactor. Therefore, operational noise impacts at the India Basin Shoreline Park property from project-related on-site stationary sources would be less than significant. However, the 900 Innes, India Basin Open Space and 700 Innes properties would include on-site stationary sources which could result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project. **Mitigation Measure M-NO-3: Design Future Noise-Generating Uses near Residential Uses to Minimize the Potential for Noise Conflicts**, as more fully described in the FEIR (p. 3.6-30), is hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-NO-3 would reduce Impact NO-3 to a less-than-significant level.

Impact NO-6: The Project would result in exposure of persons to or generate excessive groundborne vibration (DEIR pp. 3.6-37 to 3.6-40).

For all properties on the Project Site, operational vibration impacts associated with the Project would be less than significant. However, groundborne construction vibration, particularly during pile driving, is anticipated to result in a significant impact for the 900 Innes, India Basin Open Space, and 700 Innes properties. **Mitigation Measure M-NO-6: Implement Vibration Mitigation Measure for Pile Driving**, as more fully described in the FEIR (pp. 3.6-38 to 3.6-39), is hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-NO-6 would reduce Impact NO-6 to a less-than-significant level.

E. Air Quality

Impact AQ-2: The Project would generate construction-related and operational emissions of criteria pollutants and precursors that could conflict with or obstruct implementation of the applicable air quality plan (DEIR pp. 3.7-59 to 3.7-60).

The most recent air quality plan is the 2017 Bay Area Clean Air Plan (the "Clean Air Plan"). The Clean Air Plan includes individual control measures that describe specific actions to reduce emissions of air pollutants and greenhouse gasses ("GHGs"), with measures assigned into categories such as mobile-source, stationary-source, and land use and local impacts measures. Without mitigation measures or the adoption of control measures, emissions associated with the Project could conflict with the Clean Air Plan. The Project would be consistent with the Clean Air Plan, however, with implementation of mitigation measures. Additionally, the Project would be consistent with the Clean Air Plan by virtue of incorporation of control measures of the Clean Air Plan, including land use/local impact measures and energy/climate measures as well as the transportation demand management measures incorporated in the Project. The Project would also not hinder implementation of the Clean Air Plan. **Mitigation Measures M-AQ-1a: Minimize**

Off-Road Construction Equipment Emissions, M-AQ-1b: Minimize On-Road Construction Equipment Emissions, M-AQ-1c: Utilize Best Available Control Technology for In-Water Construction Equipment, M-AQ-1d: Offset Emissions for Construction and Operational Ozone Precursor (NOx and ROG) Emissions, M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators, and **M-AQ-1f: Prepare and Implement Transportation Demand Management,** each as more fully described in the FEIR (pp. 3.7-39 to 3.7-40, pp. 3.7-40 to 3.7-41, pp. 3.7-41 to 3.7-42, pp. 3.7-42 to 3.7-43, p. 3.7-50, and pp. 3.7-50 to 3.7-53, respectively), are hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-AQ-1a through M-AQ-1f would reduce Impact AQ-2 to a less-than-significant level.

F. Recreation

Impact RE-2: The Project would include recreational facilities, the construction of which would cause significant environmental effects but would not require the construction or expansion of other recreational facilities that might have an adverse effect on the environment (DEIR pp. 3.11-17 to 3.11-19).

The Project would involve developing open spaces and recreational facilities on all four project site properties. This development would increase recreation opportunities, while improving existing opportunities such as experiencing nature, bird-watching, kayaking, using trails, picnicking, and using playgrounds. The new facilities would enable a broader range of activities which could include beach use, biking, skating, human-powered boating and other on-water uses, and fitness activities. Operation of the Project would not generate the need to construct recreational facilities beyond those proposed as part of the project or variant. Therefore, no impact would occur related to constructing recreational facilities beyond those that are proposed as part of the project or variant. Temporary physical environmental impacts necessary to construct the recreational facilities that would be part of the Project may occur and are considered in the analyses of construction-related impacts presented in the EIR. These impacts and mitigation measures to address them are discussed in Section 3.5, "Transportation and Circulation"; Section 3.6, "Noise"; Section 3.7, "Air Quality"; Section 3.14, "Biological Resources"; and Section 3.15, "Hydrology and Water Quality."

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing mitigation measures identified in those sections (3.5, 3.6, 3.7, 3.14 and 3.15) would reduce any significant impacts specifically related to the construction of recreational facilities that are part of the project or variant to a less-than-significant level.

G. Utilities and Service Systems

Impact UT-2: The Project would require or result in the construction of new water, wastewater, or stormwater drainage treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects (DEIR pp. 3.12-21 to 3.12-24; RTC pp. 4-75 to 4-77).

Operation of the Project would not require the construction of new or expansion of existing off-site stormwater, water, or wastewater treatment facilities. Installing water, wastewater, and stormwater infrastructure on-site would not result in environmental impacts beyond other resource impacts discussed in the EIR. Mitigation measures listed in Section 3.5 of the EIR, "Transportation and Circulation"; Section 3.6, "Noise"; and Section 3.7, "Air Quality," would reduce any significant impacts specifically related to installing water, wastewater, and stormwater facilities to less-than-significant levels. Therefore, the impact from the construction of new water, wastewater, or stormwater drainage treatment facilities for the Project would be less than significant with mitigation.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing mitigation measures identified in those sections would reduce any significant impacts related to UT-2 to a less-than-significant level.

H. Biological Resources

Impact BI-1: The Project would have an adverse effect, either directly or through habitat modifications, on species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by California Department of Fish and Wildlife ("CDFW") or U.S. Fish and Wildlife Service ("USFWS") (DEIR pp. 3.14-25 to 3.14-45; RTC pp. 4-82 to 4-95).

Overall, construction activities planned at all four Project Site properties under the Project could result an adverse effect, either directly or through habitat modifications, on species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by CDFW or USFWS. Therefore, the impact of construction of the Project at all four properties on species identified as a candidate, sensitive, or special-status species could be significant. However, implementation of Mitigation Measures M-BI-1a, M-BI-1b, and M-BI-1c, along with Mitigation Measures M-HY-1a and M-HY-1b and development of a storm water pollution prevention plan ("SWPPP") and other erosion control measures as detailed in DEIR Section 3.15, "Hydrology and Water Quality," would reduce impacts of construction at all Project Site properties on special-status fish species to less than significant with mitigation. **Mitigation Measures M-BI-1a: Prepare and Implement a Hydroacoustic Monitoring Program for Special-Status Fish and Marine Mammals, M-BI-1b: Implement Avoidance and Minimization Measures for Special-Status Species, M-BI-1c: Prepare and Implement a Vegetation Restoration Plan and Compensatory Mitigation, M-BI-1d: Avoid Ridgway's Rail Habitat During the Nesting Season**, and **M-BI-1e: Avoid Nests during Bird Nesting Season**, each as more fully described in the FEIR (pp. 3.14-31 to 3.14-33, pp. 3.14-33 to 3.14-34, pp. 3.14-34 to 3.14-36, p. 3.14-39, and p. 3.14-42, respectively), are hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-BI-1a through M-BI-1e, and M-HY-1a and M-HY-1b, would reduce Impact BI-1 to a less-than-significant level.

Impact BI-2: The Project would have an adverse effect on riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by CDFW or USFWS (DEIR pp. 3.14-46 to 3.14-48).

Operational impacts on sensitive natural communities at all four project site properties would be less-than-significant. However, because temporary and permanent loss of sensitive natural communities is anticipated, the impact of construction at all four project site properties under the Project on biologically sensitive habitats could be significant.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-BI-1c would reduce Impact BI-2 to a less-than-significant level.

Impact BI-3: The Project would have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means (DEIR pp. 3.14-49 to 3.14-53; RTC pp. 4-97 to 4-98)).

Operational impacts on federally protected wetlands at all four project site properties would be less-than-significant. However, because construction of the Project could degrade the water quality of the Bay by temporarily increasing turbidity and pollutants, the impact of construction at all four project site properties under the Project on federally protected wetlands could be significant.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-BI-1c, M-HY-1a, and M-HY-1b would reduce Impact BI-3 to a less-than-significant level.

Impact BI-4: The Project would interfere with the movement of native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites (DEIR pp. 3.14-53 to 3.14-54; RTC pp. 4-82 to 4-95).

Newly constructed buildings would be in compliance with the adopted Standards for Bird-Safe Buildings, as required by Section 139 of the Planning Code. The Standards for Bird-Safe Buildings include requirements for façades, glazing, and lighting to prevent bird collisions. Therefore, operation of the Project would not adversely affect resident or migratory birds by increasing the risk of collisions with new buildings or structures. At all four project site properties, operational impacts of the Project on wildlife corridors would be less than significant. However, construction of the project may affect the ability of migratory birds to forage, nest, or stop over in the project vicinity, because habitat would be temporarily removed and both noise levels and human presence would increase. The construction impact of the Project on migratory birds and their corridors could be significant. In addition, underwater noise from construction could result in temporary removal of open water and tidal marsh habitat for marine mammals and fish species. Therefore, underwater noise from construction could cause marine mammals to avoid the project area while migrating to or from haul-out sites or during foraging, and could cause fish to avoid the project area during foraging. The construction impact of the Project on migrating marine mammals, fish, and their corridors could be significant.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-BI-1a and M-BI-1e would reduce Impact BI-4 to a less-than-significant level.

I. **Hydrology and Water Quality**

Impact HY-1: The Project would violate water quality standards or waste discharge requirements (DEIR pp. 3.15-26 to 3.15-42).

Compliance with the City's regulatory and permitting requirements for stormwater, treatment of wastewater in accordance with the City's National Pollutant Discharge Elimination System ("NPDES") permit, treatment of recycled water generated on-site to Title 22 requirements, and compliance with Article 6 of the Health Code would reduce the potential for water quality impacts from the Project. Therefore, under the Project, the operational impact related to a violation of water quality standards or waste discharge requirements ("WDRs") would be less than significant and no mitigation measures are necessary.

However, in-water construction activities, including pile removal and pier/dock construction, could cause increased turbidity and resuspension of sediment. In addition, using construction equipment in the water could result in an accidental spill of hazardous materials. Therefore, in-water construction activities could result in a significant impact. The Project would comply with existing water quality control measures required under the general construction permit, construction site runoff permit, batch wastewater discharge permit, and with the water quality control measures and WDRs of the permits required for dredging. In addition, **Mitigation Measures M-HY-1a: Monitor Turbidity during Construction, M-HY-1b: Implement Pile Removal Best Management Practices**, and **M-HY-1c: Use Clamshell Dredges**, as more fully described in the FEIR (pp. 3.15-32 to 3.15-33, pp. 3.15-33 to 3.15-36, and p. 3.15-36, respectively), are hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HY-1a, M-HY-1b and M-HY-1c would reduce Impact HY-1 to a less-than-significant level.

Impact HY-2: The Project would alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in substantial erosion or siltation or flooding on- or off-site (DEIR pp. 3.15-42 to 3.15-46).

Stormwater facilities under the Project would conform to the City's stormwater management requirements. Therefore, under the Project, the operational impact related to alteration of the existing drainage pattern or a substantial increase in the rate or amount of surface runoff would be less than significant, and no mitigation measures are necessary. However, short-term impacts of project construction under the Project as they relate to erosion and siltation are discussed above and under "Construction" in the analysis of Impact HY-1 in the FEIR and would be less than significant with mitigation for the entire project site.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HY-1a, M-HY-1b and M-HY-1c would reduce Impact HY-2 to a less-than-significant level.

Impact HY-3: The Project would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, and the project would not otherwise degrade water quality (DEIR pp. 3.15-46 to 3.15-48).

The stormwater facilities under the Project would be operated in conformance with the City's stormwater management requirements and would not contribute stormwater to the City's combined sewer system. Thus, under the Project, the operational impact related to creation or contribution of runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, or otherwise degrade water quality, would be less than significant. No mitigation measures are necessary. However, short-term impacts of project construction under the Project as they relate to stormwater management and polluted runoff are discussed above and under "Construction" in the analysis of Impact HY-1 in the FEIR and would be less than significant with mitigation for the entire project site.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HY-1a and M-HY-1b would reduce Impact HY-3 to a less-than-significant level.

Impact-C-HY-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would substantially contribute to cumulative impacts related to hydrology and water quality (DEIR pp. 3.15-60 to 3.15-62).

The Project Site is subject to flooding from tsunami and sea-level rise; however, the Project would not exacerbate the frequency or severity of flooding or cause flooding in areas that otherwise would not be subject to flooding without the project. Therefore, the Project would not contribute to any potential cumulative impacts related to increased flood levels, and such cumulative impacts would be less than significant. Development of the Project, combined with other reasonably foreseeable development projects in the vicinity, could increase the rate and volume of stormwater runoff if there were an overall increase in impervious surfaces. Other development could also affect water quality if the land use changes, the intensity changes, and/or drainage conditions were altered to facilitate the introduction of pollutants to surface waters. Thus, there could be a significant cumulative effect related to hydrology and water quality.

Compliance of the Project with construction-related water quality regulations, preparation and implementation of a SWPPP, and implementation of Mitigation Measures M-HY-1a, M-HY-1b, and M-HY-1c would avoid and minimize water quality impacts during construction because best management practices ("BMPs") would be implemented as required to protect receiving water quality and hazardous materials would be handled, stored, and disposed of appropriately.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HY-1a through M-HY-1c would reduce Impact C-HY-1 to a less-than-significant level.

J. Hazards and Hazardous Materials

Impact HZ-1: The Project would create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials (DEIR pp. 3.16-26 to 3.16-31).

The overall operational impact related to the potential to create a significant hazard to the environment through the routine transport, use, or disposal of hazardous materials would be less than significant.

However, construction at all four properties under the Project would likely involve the routine use, transport, storage, and disposal of common hazardous materials, such as small quantities of gasoline, diesel, oil, grease, and paint. Short-term uses of construction-related hazardous materials, if not used appropriately, could expose workers to potential inhalation, ingestion, or contact with hazardous substances.

Hazards from using such materials during construction would be less than significant, however, because the construction contractor(s) would be required to comply with applicable regulations and laws governing project-related transport, storage, use, and disposal of potentially hazardous materials. The potential exists, however, for accidental spills of materials during construction, which could create hazards to the public or environment. The project is subject to the National Pollutant Discharge Elimination System Construction General Permit, which requires the Project Sponsors or their contractor(s) to develop and implement a SWPPP. The SWPPP includes measures to prevent hazardous material spills. The Project Sponsors would develop a SWPPP and implement hazardous materials spill prevention and good-housekeeping activities for all four project site properties. These measures would avoid or minimize potential construction-related impacts from accidental spills of hazardous materials for onshore construction activities. However, the SWPPP provisions would not apply to in-water construction activities. Therefore, impacts related to the potential for accidental spills during in-water construction work could be significant. **Mitigation Measure M-HY-1b: Implement Pile Removal Best Management Practices**, as more fully described in the FEIR (pp. pp. 3.15-33 to 3.15-36), requires implementation of water quality BMPs, which would reduce the likelihood of accidental spills of hazardous materials during in-water construction activities.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measure M-HY-1b would reduce Impact HZ-1 to a less-than-significant level.

Impact HZ-2: The Project would create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment (DEIR pp. 3.16-31 to 3.16-52; RTC pp. 4-103 to 4-108).

Construction

Construction of the Project on all four properties could release or mobilize contaminants in soil to groundwater; generate fugitive dust emissions; or expose construction workers or the public to contaminated soils, sediments, or emissions during on-land and in-water construction and site preparation activities. Construction activities such as grading and installation of new piles or other deep foundations could also mobilize contaminants. The act of driving piles through the contaminated soils or sediments may drag contaminants into the clean native soil, sediments, or groundwater beneath. Offshore construction/site preparation activities, such as construction of the new pier and removal of riprap protection, could also cause remobilization of contaminants from offshore sediments into the water column of the Bay. These impacts could be significant.

In addition, as part of the Project, to address existing contamination of soil and sediment on the 900 Innes property, RPD intends to implement a remedial action plan ("RAP") under the San Francisco Bay RWQCB's voluntary cleanup program at the 900 Innes property. RPD has prepared a conceptual RAP for the property. The goal of the RAP would be to make the site safe for planned future uses. The RAP is subject to review and approval by the oversight agency (the San Francisco Bay RWQCB); its approval of the RAP would occur after completion of the CEQA process. Consequently, the final requirements and controls in the RAP are not known at this time but the conceptual RAP provides a reasonable understanding of the work that RPD would intend to carry out under the RAP. While the RAP is designed to protect future users and the environment from existing contamination, implementation of the RAP itself would result in disturbance of contaminated soil, sediment, and groundwater, which could expose receptors to health or safety risks.

Mitigation Measure M-HZ-2c: Prepare and Implement a Remedial Action Plan for the 900 Innes Property, as more fully described in the FEIR (pp. 3.16-38 to 3.16-40), will assure that the RAP is carried out in a manner that protects construction workers implementing the RAP from unacceptable exposures to hazardous materials or mobilization of contaminants to the environment during its implementation. The RAP requires that project construction follow adequate worker health and safety, dust and odor control, and soil/sediment/material handling procedures to reduce potential impacts on workers, the general public, and the environment. The RAP also has the goal of protecting future users of the site.

In addition, the India Basin Shoreline Park, 900 Innes and India Basin Open Space properties contain existing structures which are likely contaminated with creosote and which would require removal during construction. Impacts relating to the removal and possible replacement of the creosote-contaminated piles could be significant.

To protect both the public and the environment during project construction activities, Mitigation Measure M-HZ-2a requires preparing and implementing a site mitigation plan for areas above the MHW line, which is also required for compliance with Article 22A of the San Francisco Health Code (i.e., the Maher Ordinance). The provisions of any site mitigation plan prepared under Mitigation Measure M-HZ-2a would not be applicable to proposed construction activities below the MHW line, such as removal of the existing piers and riprap, restoration of wetland habitats, and installation of piles for the proposed replacement pier and dock.

However, implementing Mitigation Measure M-HY-1a: Monitor Turbidity during Construction, and Mitigation Measure M-HY-1b: Implement Pile Removal Best Management Practices, would

substantially reduce the likelihood that construction activities would mobilize contaminants from offshore sediments into Bay waters. In addition, Mitigation Measure M-HZ-2b, requires preparation and implementation of a nearshore sediment and materials management plan, which would apply to portions of the properties below the MHW line.

Implementing Mitigation Measures M-HZ-2a and M-HZ-2b and Mitigation Measure M-HY-1a and M-HY-1b at the India Basin Shoreline Park and India Basin Open Space properties would reduce these adverse effects by requiring adequate worker health and safety procedures, materials handling, and pile removal procedures. As such, potential construction impacts of the Project related to hazardous building materials at the India Basin Shoreline Park and India Basin Open Space properties would be reduced to less than significant with mitigation.

At the 900 Innes property, implementation Mitigation Measure M-HZ-2c would reduce potential impacts from exposure to hazardous materials during remedial actions at 900 Innes to less than significant with mitigation. However, despite implementation of the RAP, construction activities during site development that take place after remediation, such as grading or installing piles or deep foundations, could mobilize contaminants that remain beneath clean fill or hardscape areas after remediation. Therefore, Mitigation Measures M-HZ-2a and M-HZ-2b and Mitigation Measure M-HY-1a and M-HY-1b would also apply to the 900 Innes property, would reduce these adverse effects by requiring adequate worker health and safety procedures, materials handling, and pile removal procedures. As such, potential construction impacts of the Project related to hazardous building materials at the 900 Innes property would be reduced to less than significant with mitigation.

Operation

Operation of the Project at all four properties, particularly activities such as landscape maintenance, utility installation, or recreational activities involving direct contact with or disturbance of soils or nearshore sediments, could release or mobilize contaminants in soil to groundwater; generate fugitive dust emissions; or expose future site users to contaminated soils, sediments, or emissions. These impacts could be significant.

For the India Basin Shoreline Park and the India Basin Open Space properties, implementing Mitigation Measures M-HZ-2a and M-HZ-2b would remove contaminated soils or sediments before operational use, or would otherwise protect future users from exposure to or release of any residual contamination remaining at the site after construction through implementation of institutional controls. This operational impact of the Project at the India Basin Open Space property would therefore be less than significant with mitigation.

For the 900 Innes property, implementing Mitigation Measure M-HZ-2c would mean that the majority of contaminated soils would be removed from the site during the remedial action, or would be covered with a cap of clean fill or hardscape, which would remove direct exposure routes to contaminants from future users of the site. Mitigation Measure M-HZ-2c also requires institutional controls, such as operation and maintenance protocols and deed restrictions to ensure that future users would be aware of any residual contamination, and that appropriate precautions to prevent exposure would be taken during activities, such as utility installation/ maintenance or landscaping, that might involve disturbance of soils beneath the clean fill or

hardscape cap. With implementation of Mitigation Measure M-HZ-2c, exposure of future users from and releases to the environment of contaminated soils, sediments and groundwater during project operations at the 900 Innes property would be less than significant with mitigation.

For the 700 Innes property, implementation of Mitigation Measure M-HZ-2a would remove contaminated soils or sediments from the upland portions of the property before operational use; or it would otherwise protect future users from exposure to or release of any residual contamination remaining at the site after construction through implementation of institutional controls. However, because the Maher Ordinance is applicable only to areas landward of the MHW line, the provisions of any site mitigation plan prepared under Mitigation Measure M-HZ-2a would not be applicable to the small portion of the 700 Innes property that is below the MHW line. Given the proximity of this portion of the 700 Innes property to the 900 Innes property, it is possible that sediments in the nearshore of this area could contain similar levels of contaminants to the 900 Innes property, which, as discussed above, is enrolled in a voluntary cleanup program with the San Francisco Bay RWQCB and would be subject to a RAP. If further sampling in the area determines that is the case, the Project Sponsors would seek to expand the RAP, subject to RWQCB approval, to also cover in-water work at the 700 Innes property where such contaminants are found. In that case, Mitigation Measure M-HZ-2c would be applicable to that portion of the 700 Innes property. Implementing the RAP would mean that the majority of contaminated soils would be removed from the site during the remedial action, or would be covered with a cap of clean fill or hardscape, which would remove direct exposure routes to contaminants from future users of the site. Mitigation Measure M-HZ-2c also requires institutional controls, such as operation and maintenance protocols and deed restrictions, to ensure that future users would be aware of any residual contamination, and that appropriate precautions to prevent exposure would be taken during operational activities that might involve disturbance of soils beneath the clean fill or hardscape cap.

For in-water areas at the 700 Innes property not covered by the RAP, Mitigation Measure M-HZ-2b, presented above, requires preparation and implementation of a nearshore sediment and materials management plan, which would apply to portions of the 700 Innes property below the MHW line. The plan would be included as part of the relevant permitting applications (CWA Section 401 water quality certification and Section 404 permit, Rivers and Harbors Act Section 10 permit, and BCDC major permit). Implementing the nearshore sediment and materials management plan would remove contaminated soils or sediments before operational use, or would otherwise protect future users from exposure to or release of any residual contamination remaining at the site after construction through implementation of institutional controls.

Implementing Mitigation Measure M-HZ-2a, and Mitigation Measures M-HZ-2b and M-HZ-2c would reduce operational impacts of the Project at the 700 Innes property to less than significant with mitigation.

Overall Impact Conclusion

Mitigation Measures M-HZ-2a: Prepare and Implement a Site Mitigation Plan for Areas Above the Mean High-Water Line, M-HZ-2b: Prepare and Implement a Nearshore Sediment and Materials Management Plan for Areas Below the Mean High-Water Line, and **M-HZ-2c: Prepare and Implement a Remedial Action Plan for the 900 Innes Property,**

as more fully described in the FEIR (pp. 3.16-33 to 3.16-35, pp. 3.16-35 to 3.16-37, and pp. 3.16-38 to 3.16-40, respectively), are hereby adopted in the form set forth in the FEIR and the attached MMRP and will be implemented as provided therein.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HY-1a and M-HY-1b and Mitigation Measures M-HZ-2a, M-HZ-2b, and M-HZ-2c would reduce Impact HZ-2 to a less-than-significant level.

Impact HZ-3: The Project is located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment (DEIR pp. 3.16-53 to 3.16-56; RTC pp. 4-107 to 4-108).

The India Basin Open Space and 700 Innes properties are not on the Cortese List of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Therefore, no impact would occur at the India Basin Open Space and 700 Innes properties during construction or operation of the Project.

The India Basin Shoreline Park and 900 Innes properties are on the Cortese List of hazardous materials sites (California Department of Toxic Substances Control, 2016) and environmental sampling has confirmed low levels of contamination (RPD, 2017a). Construction of the Project at these properties could cause a release or mobilization of contaminants to groundwater, generate fugitive dust emissions, or expose construction workers or the public to contaminated soils, groundwater, sediments, or emissions. These impacts are discussed in more detail in Impact HZ-2, above. In addition, operation of the Project at these properties could therefore create a significant hazard to the public or the environment by exposing visitors, occupants, or employees to contaminants, especially during ground-disturbing maintenance activities such as landscaping, utility replacement, and subsurface repairs. This operational impact of the Project at the India Basin Shoreline Park and 900 Innes property could be significant.

For the India Basin Shoreline Park property, Mitigation Measure M-HZ-2a requires preparation and implementation of a site mitigation plan for areas above MHW, while Mitigation Measure M-HZ-2b requires preparation and implementation of a nearshore sediment and materials management plan for areas below MHW. Both of these documents include measures to protect future users of the site from any residual contamination that may remain on the site after construction, including delineation and capping/cover of any areas with residual contamination, operation and maintenance protocols for future users, and activity and use limitation deed restrictions, if necessary.

Implementing Mitigation Measures M-HZ-2a and M-HZ-2b would reduce the operational impact associated with India Basin Shoreline Park's existing site contamination and inclusion on the Cortese List to less than significant with mitigation.

For the 900 Innes property, implementation of Mitigation Measure M-HZ-2c, would result in removal and/or other mitigation of contaminants exceeding the approved remedial action goals established in the remedial action plan. Implementing Mitigation Measure M-HZ-2c would mean that the majority of contaminated soils would be removed from the site during the remedial

action. After remedial actions at the 900 Innes property under the RAP, implementing Mitigation Measures M-HZ-2a and M-HZ-2b would also ensure that any remaining soils or sediments exceeding the established targeted cleanup goals from outside of the RAP-targeted remediation areas would be either removed before operational use, and/or otherwise mitigated to protect future users from exposure to or release of any residual contamination remaining at the site after construction. The required operation and maintenance protocols and deed restrictions would also ensure that future users would be aware of the residual contamination, and that appropriate precautions to prevent exposure would be taken during activities, such as utility installation/maintenance or landscaping, that might involve disturbance of soils beneath the clean fill or hardscape cap.

Implementing Mitigation Measures M-HZ-2a, M-HZ-2b, and M-HZ-2c would reduce the operational impact of the Project associated with the 900 Innes property's existing site contamination and inclusion on a Cortese List site to less than significant with mitigation.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HZ-2a, M-HZ-2b, and M-HZ-2c would reduce Impact HZ-3 to a less-than-significant level.

Impact HZ-4: The Project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school (DEIR pp. 3.16-56 to 3.16-60).

Construction

Under the Variant a kindergarten through 8th grade ("K-8") school would be located on the 700 Innes property. However, because the proposed school would not open until after construction of the Project, emissions or handling of hazardous materials during construction would not affect this future school.

The only existing school located within ¼ mile of the Project Site is Malcolm X Academy, a pre-kindergarten through 5th grade school located at 350 Harbor Road, which is located within ¼ mile of the India Basin Shoreline Park property (approximately 1,200 feet west of the India Basin Shoreline Park property). Existing site contamination is present at low levels on the India Basin Shoreline Park property as a result of historic contamination and impacted fill, and creosote-impacted materials are present in the nearshore. Site preparation activities for construction of the Project would likely result in handling of contaminated soils, sediments, groundwater or materials on the India Basin Shoreline Park property, and would therefore occur within ¼ mile of an existing school. Fugitive dust emissions generated during construction or remediation actions could contain hazardous materials such as heavy metals or naturally occurring asbestos. This impact could be significant.

Adhering to relevant federal, State, and local regulations and implementing Mitigation Measure M-HZ-2a would reduce the construction-related impact of the Project at the India Basin Shoreline Park property on schools from hazardous emissions or handling of hazardous materials to less than significant with mitigation.

Operation

As discussed previously, all four properties currently contain varying levels of soil, sediment, and groundwater contamination. If such contamination is not appropriately cleaned up during site construction and remediation activities, future school users could be exposed to hazardous materials. The impact of such exposure could be significant.

India Basin Shoreline Park, 900 Innes, and India Basin Open Space Properties

As discussed in Impact HZ-2, a portion of the 900 Innes property would be subject to a remedial action plan as part of construction, which would be required by Mitigation Measure M-HZ-2c to achieve site-specific cleanup levels consistent with the requirements of the San Francisco Bay RWQCB for the proposed land uses. In addition, Mitigation Measure M-HZ-2a requires implementing a DPH-approved site mitigation plan for areas above the MHW line, which requires removing or capping soils that contain contaminants at levels exceeding the targeted human health screening levels and establishing engineering or institutional controls if any residual contamination remains on the site after construction. Mitigation Measure M-HZ-2b requires similar cleanup requirements for areas below the MHW line.

Implementing Mitigation Measures M-HZ-2a, M-HZ-2b, and M-HZ-2c would therefore remove the potential for future site users, and occupants, residents, users, or workers at adjacent land uses (including the proposed school), to be exposed to any emissions from the contamination currently present on the India Basin Shoreline Park, 900 Innes, and India Basin Open Space properties. Implementing Mitigation Measures M-HZ-2a, M-HZ-2b, and M-HZ-2c would reduce impacts relating to emissions from, or handling of, existing contamination at the project site to less than significant with mitigation.

700 Innes Property

Mitigation Measure M-HZ-2a requires implementation of a DPH-approved site mitigation plan, which includes a requirement to conduct postexcavation confirmation sampling, and to establish mitigating measures and institutional controls if any residual contamination remains on the site after construction. Such measures could include capping of residual soil contamination with clean cover, hardscaping, or other suitable medium, with presence of a visual barrier. Implementing Mitigation Measure M-HZ-2a would reduce the potential impact of exposure for future students, employees, and visitors to the proposed school to less than significant with mitigation.

It is unknown whether operation of the proposed school on the 700 Innes site would involve any State funding. If State funding is involved, construction or operation of the school as part of the Project would be required to comply with the California Education Code. This would require preparation and approval by the California Department of Toxic Substances Control ("DTSC") of a Phase 1 Environmental Site Assessment, and in the event of potential contamination, an oversight agreement with DTSC and preparation of a health risk assessment. Many school developers choose to implement similar provisions on a voluntary basis. If operation of the proposed school were to involve State funding or a partnership with a public school district, such provisions would be mandatory.

The requirements of any DTSC voluntary cleanup agreement or school cleanup agreement (if a public school and required) would be similar to those of Mitigation Measure M-HZ-2a, with respect to conducting postexcavation confirmation sampling and establishing mitigating measures and institutional controls if any residual contamination remains on the site. As such, whether or not the proposed school is subject to the requirements of the California Education Code, implementing Mitigation Measure M-HZ-2a is considered sufficient to reduce operational impacts of the Project related to hazardous emissions within ¼ mile of a school to less than significant with mitigation. Therefore, conforming to the applicable regulations and implementing Mitigation Measure M-HZ-2a would reduce the operational impact of the Project on school operations at the 700 Innes property to less than significant with mitigation.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HZ-2a, M-HZ-2b, and M-HZ-2c would reduce Impact HZ-4 to a less-than-significant level.

Impact C-HZ-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would substantially contribute to cumulative impacts related to hazards and hazardous materials (DEIR pp. 3.16-64 to 3.16-66).

Cumulative impacts related to hazardous materials could occur through the mobilization of contaminants in soil and/or groundwater at the project site for the Project and the cumulative project(s) sites. Several of the cumulative project sites in the vicinity have been found to have contaminated soil and groundwater and are in the process of site remediation in some cases as explained above. The Project would control mobilization of contaminants at the site through implementation of the following mitigation measures:

• Mitigation Measure M-HZ-2a, requiring implementation of a DPH-approved site mitigation plan including dust, odor, noise, and stormwater controls for above the MHW line;

• Mitigation Measure M-HZ-2b, requiring implementation of an approved nearshore sediment and materials management plan below the MHW line; and

• Mitigation Measure M-HZ-2c, requiring implementation of a San Francisco Bay RWQCB–approved remedial action plan for the 900 Innes property.

Additional mitigation measures related to water quality would also be implemented: Mitigation Measures M-HY-1a and M-HY-1b.

Based on the FEIR and the entire administrative record, it is hereby found and determined that implementing Mitigation Measures M-HZ-2a, M-HZ-2b, M-HZ-2c, M-HY-1a and M-HY-1b would reduce the potential for construction workers, the public, students and staff at nearby schools, and site occupants to be exposed to contaminated materials from the project during project or variant construction, and would thus reduce Impact C-HZ-1 to a less-than-significant level.

IV. SIGNIFICANT IMPACTS THAT CANNOT BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL

Based on substantial evidence in the whole record of these proceedings, the Planning Commission finds that, where feasible, changes or alterations have been required, or incorporated into, the Project to reduce the significant environmental impacts as identified in the FEIR. The Commission finds that certain mitigation measures in the FEIR, as described in this Section IV, or changes, have been required in, or incorporated into, the Project, pursuant to Public Resources Code Section 21002 and CEQA Guidelines Section 15091, that may lessen, but do not avoid (i.e., reduce to less-than-significant levels), the potentially significant environmental effects associated with implementation of the Project that are described below. Although all feasible mitigation measures and improvement measures set forth in the FEIR and the MMRP, attached hereto as Attachment B, are hereby adopted, for some of the impacts listed below, despite the implementation of feasible mitigation measures, the effects remain significant and unavoidable.

The Commission further finds, as described in this Section IV below, based on the analysis contained within the FEIR, other considerations in the record, and the significance criteria identified in the FEIR, that because some aspects of the Project could cause potentially significant impacts for which feasible mitigation measures are not available to reduce the impact to a less-than-significant level, those impacts remain significant and unavoidable. The Commission also finds that although mitigation measures are identified in the FEIR that would reduce some significant impacts, certain measures, as described in this Section IV below, are uncertain or infeasible for reasons set forth below, and therefore those impacts remain significant and unavoidable or potentially significant and unavoidable.

Thus, the following significant impacts on the environment, as reflected in the FEIR, are unavoidable. But, as more fully explained in Section V, below, under Public Resources Code Section 21081(a)(3) and (b), and CEQA Guidelines 15091(a)(3), 15092(b)(2)(B), and 15093, it is found and determined that legal, environmental, economic, social, technological and other benefits of the Project override any remaining significant adverse impacts of the Project for each of the significant and unavoidable impacts described below. This finding is supported by substantial evidence in the record of this proceeding.

A. Cultural Resources

Impact CR-1: Construction under the Project would cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5, including those resources listed in Article 10 or Article 11 of the San Francisco Planning Code (DEIR pp. 3.4-33 to 3.4-52; RTC pp. 3.4-33 to 3.4-38).

This impact analysis addresses potential impacts of the Project on the Shipwright's Cottage, the India Basin Scow Schooner Boatyard (including the Hunters Point Ship Graveyard), and 702 Earl Street, which are considered historical resources as defined in State CEQA Guidelines Section 15064.5, including those resources listed in Article 10 or Article 11 of the Planning Code.

Shipwright's Cottage (at the 900 Innes Property)

The Project would retain the Shipwright's Cottage, an individually eligible historical resource and a contributor to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape, in its original location on the 900 Innes property. The Shipwright's Cottage would be rehabilitated in accordance with the Secretary of the Interior's Standards ("SOI Standards") and adaptively reused to function as a welcome center and public exhibition space. The changes proposed as part of the rehabilitation would alter historic materials and spatial arrangements in the interior and exterior of the building, which may not convey the building's original use. As such, the Project could affect select character-defining features of the Shipwright's Cottage. Thus, it has the potential to affect the ability of the Shipwright's Cottage to convey its historical significance and to lessen its integrity of setting, design, materials, and feeling, which would be a significant impact.

The larger development of the project site itself presents the potential for indirect effects on the Shipwright's Cottage. The integrity of setting of this historical resource has already been compromised by the changes to the surrounding district that have occurred since the cottage's period of significance (1875 -1938). Despite these changes, the Shipwright's Cottage is still able to convey its historical design, construction techniques, function, and scale of development appropriate to the character of India Basin during the building's period of significance. However, the proposed development at the India Basin Scow Schooner Boatyard would not detract substantially from the Shipwright's Cottage's integrity of setting. In addition, nearby development on the 700 Innes property would not change the most important remaining elements of the Shipwright's Cottage's historical setting: its close visual and physical relationship to India Basin. Additionally, the proposed changes at India Basin Shoreline Park and India Basin Open Space would not negatively affect the setting of the Shipwright's Cottage because these changes would not feature new construction that is out of scale with the site's historical environment. As such, the Project will not result in any indirect impacts on the Shipwright's Cottage.

Implementation of Mitigation Measures M-CR-1a, M-CR-1b, M-CR-1c, and M-CR-1e (presented at the end of the impact discussion under "Overall Impact Conclusion") would lessen impacts of the Project on the Shipwright's Cottage to such a degree that the resource would still be able to convey the characteristics that justify its eligibility for listing in the California Register of Historical Resources ("CRHR"). Thus, the overall impact on the Shipwright's Cottage would be less than significant with mitigation.

<u>India Basin Scow Schooner Boatyard Vernacular Cultural Landscape (at the India Basin Shoreline Park and 900 Innes Properties)</u>

The Project would alter or remove some of the character-defining features and distinctive setting, design, materials, workmanship, feeling, and association of the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape. Table 3.4-3 in the DEIR summarizes the proposed changes to the character-defining features of the historical resource.

The alterations contemplated as part of the Project would change the appearance of the site from an industrial boatyard to a contemporary recreational park, but would maintain many character-defining features of the landscape. Efforts would be undertaken to reference the site's historical function as a boatbuilding and boat-repair yard in the design of the park. Nonetheless, this impact would be significant. As the Project includes the potential replacement or removal of the

Boatyard Office building and Tool Shed and Water Tank building, the Project, depending on final project design, has the potential to irrevocably diminish the India Basin Scow Schooner Boatyard as a vernacular cultural landscape. In addition, other project elements could negatively affect the integrity of setting, design, materials, workmanship, feeling, and association to such a degree that, if the final design includes the replacement or removal of the Boatyard Office building and/or Tool Shed and Water Tank building, the India Basin Scow Schooner Boatyard would no longer be able to convey the characteristics that justify its eligibility for listing in the CRHR. This impact would be significant.

The Project would implement Mitigation Measures M-CR-1a, M-CR-1b, M-CR-1c, and M-CR-1e to lessen the severity of the impact on the India Basin Scow Schooner Boatyard, but not necessarily to the degree that the resource would remain eligible for listing in the CRHR.

Additionally, the EIR identified a mitigation measure that would reduce the impacts on the Cultural Landscape (M-CR-1d: Retain the Boatyard Office Building), but would not reduce the impacts to a less than significant level. This mitigation measure include retention of a portion of the roof form, wood frame structure, and wood cladding so that the massing of the building is still expressed. However, this mitigation measure is hereby rejected as infeasible, because it conflicts with the City's and RPD's policy goals identified for India Basin Shoreline Park and 900 Innes. (See Pub. Res. Code Sections 21061.1, 21081(a)(3); CEQA Guidelines Sections 15091(a)(3), 15364.) Specifically, the following identified Project objectives would not be met:

1. Create a safe environment for park users that includes increased visibility of park spaces, including direct sightlines from bordering streets to the water;
2. Create an entry experience from Innes Avenue that highlights the features of both the cultural and natural landscape, maintains sightlines to the waterfront, and contributes to a seamless park user experience and sense of place as a neighborhood center;
3. Design park spaces that are safe and inviting and that follow departmental best practices for successful maintenance; and
4. Create Americans with Disabilities Act (ADA)–accessible pathways providing waterfront access and safe interactions with highly trafficked routes such as the Class 1 bicycle path.

Retaining the Boatyard Office Building would prevent ADA access to the park because it would create an unsafe connection point with the garden path the Class I Bike Path. Retaining the Boatyard Office Building would also impede safety of the Project by blocking sight lines to the park and from the proposed terraced garden between Innes Avenue and the water and detract from the entry experience along Innes Avenue. In addition, retention of the Boatyard Office Building would also be contrary to RPD's broader policy objectives, as expressed in its Strategic Plan, adopted by the Recreation and Parks Commission in November, 2016 for the same reasons noted above. For example, such retention would interfere with RPD's ability to meet objectives 1.1 and 1.2 of its "Strategy 1: Inspire Public Space." Those objectives require RPD to "develop more open space to address population growth in high-needs areas and emerging neighborhoods" and "strengthen the quality of existing parks and facilities." respectively. Retention of the Boatyard Office Building would also interfere with objectives 2.1 and 2.2 of its "Strategy 2: Inspire Play." Those objectives require RPD to "strengthen the quality, responsiveness, and accessibility of recreation programs;" and "strengthen and promote the safety, health and well-being of San Francisco's youth and seniors." As noted above, retention would block sight lines

to the park and from the proposed terraced garden between Innes Avenue and the water, thus potentially creating an unsafe space and limiting responsiveness and accessibility of the site. For these reasons, Mitigation Measure M-CR-1d: Retain the Boatyard Office Building is rejected as infeasible.

Thus, the impact of the Project on the built environment at the India Basin Scow Schooner Boatyard (at the 900 Innes property) would be significant and unavoidable with mitigation.

702 Earl Street (at the 700 Innes Property)

The Project would retain 702 Earl Street on the 700 Innes property; however, the CRHR-eligible building would be relocated to the northern portion of the property (Figure 3.4-13 in the DEIR). The proposed relocation and rehabilitation would have the potential to affect the building's eligibility for listing in the CRHR.

However, relocating and rehabilitating the 702 Earl Street building along with implementation of the identified mitigation measures (M-CR-1a, M-CR-1b, M-CR-1c, and M-CR-1e presented below under "Overall Impact Conclusion") would not materially impair the building's significance to the extent that it would no longer be eligible for listing in the CRHR. Relocating 702 Earl Street would not substantially affect the building's integrity of setting, for two reasons: the building would remain in the same general location as its historical context and the relocation would largely restore the spatial relationship of the original building's location along the shoreline before the infill of the 1960s.

The Project could affect select character-defining features. Thus, it has the potential to affect the ability of the 702 Earl Street building to convey its historical significance and to lessen its integrity of setting, materials, and feeling. Implementation of Mitigation Measures M-CR-1a, M-CR-1b, and M-CR-1c, listed under "Overall Impact Conclusion" below, would lessen impacts of the Project on 702 Earl Street to such a degree that the resource would remain eligible for listing in the CRHR. Thus, the overall impact on 702 Earl Street would be less than significant with mitigation.

Overall Impact Conclusion

Construction of the Project could cause a substantial adverse change in the significance of a historical resource (as defined in Section 15064.5) in the study area due to the fact that the retention or replacement-in-kind of character-defining features of the India Basin Scow Schooner Boatyard landscape cannot be established at this time. Therefore, the overall impact of the Project on the built environment, depending on final design, is significant. The Project could affect select character-defining features. Thus, there would be a potentially significant impact related to the ability of the Shipwright's Cottage, India Basin Scow Schooner Boatyard, and 702 Earl Street building to convey their historical significance. Implementation of **Mitigation Measures M-CR-1a: Prepare and Implement Historic Preservation Plans and Ensure that Rehabilitation Plans Meet Performance Criteria, M-CR-1b: Document Historical Resources, M-CR-1c: Develop and Implement an Interpretative Plan,** and **M-CR-1e: Vibration Protection Plan,** as more fully described in the FEIR (pp. 3.4-47 to 3.4-49, pp. 3.4-49 to 3.4-50, pp. 3.4-50 to 3.4-51, and pp. 3.4-51 to 3.4-52, respectively), would reduce Impact CR-

1 as it relates to the Shipwright's Cottage and 702 Earl to less-than significant with mitigation. However, implementation of such mitigation measures would not reduce Impact CR-1 as it relates to India Basin Scow Schooner Boatyard to such a degree that the resource would still be able to convey the characteristics that justify its eligibility for listing in the CRHR. As explained above, another mitigation measure was identified in the FEIR which would lessen the impacts to the India Basin Scow Schooner Boatyard: **M-CR-1d: Retain the Boatyard Office Building**, as more fully described in the FEIR (p. 3.4-51), but not to a less-than-significant level For the reasons explained above, the Commission concludes that mitigation measure **M-CR-1d** is infeasible. As noted above, even with implementation of M—CR-1d, the impacts on the India Basin Scow Schooner Boatyard would remain significant and unavoidable with mitigation. Thus, the impact of the Project on the built environment even with the imposition of the feasible mitigation measures discussed above would continue to be significant and unavoidable with mitigation.

B. Transportation and Circulation

Impact C-TR-2: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would substantially contribute to significant cumulative impacts related to transportation and circulation for transit delay (DEIR pp. 3.5-97 to 3.5-99: RTC pp. 4-49 to 4-51).

The Project would result in an increase in the round-trip travel time that would exceed the half-headway threshold of 3 ¼ minutes during the weekday a.m. and p.m. peak hours. Therefore, these cumulative transit impacts would be significant, and the contributions of the Project to the respective impacts would be cumulatively considerable. Implementing **Mitigation Measure M-C-TR-2: Implement Transit-Only Lanes**, as more fully described in the FEIR (pp. 3.5-98 to 3.5-99), would reduce the cumulative contribution of the Project to transit-delay impacts to less than significant. However, because SFMTA cannot commit to implement these improvements at this time, the impact would be significant and unavoidable with mitigation.

C. Noise

Impact NO-4: Noise from surface transportation sources associated with operation of the Project would result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project (DEIR pp. 3.6-31 to 3.6-34; RTC pp. 4-62 to 4-67).

Based on predicted operational impacts at the 700 Innes property associated with an increase in off-site traffic and associated noise of the Project, the overall operational impact related to a substantial permanent increase in ambient noise levels in the project vicinity above levels that would exist without the project would be significant and unavoidable. As the Project is constructed in phases, new occupants or workers at and adjacent to the project site will be exposed to temporary noise from construction activities including vehicles going to and from the construction area. Typically, mitigation measures for reducing such transportation noise as heard by existing noise-sensitive community receivers, would entail designing and placing barriers along transportation corridors. Such measures are considered infeasible here because they would (as a consequence) likely block access to private property and conflict with urban design policies. To be effective in providing a noise reduction benefit, soundwalls generally need to be

contiguous and free of penetrations for purposes such as access to residential driveways. Further, sound walls are not a practical design solution along urban streets that are designed to have frontages visible from the street to create a visually attractive street corridor, especially where groundfloor commercial uses and an appealing pedestrian environment are encouraged.

Impact C-NO-1: The Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the project site, would substantially contribute to cumulative impacts related to noise (DEIR pp. 3.6-40 to 3.6-46; RTC p. 4-67).

Cumulative construction-related noise impacts from off-site construction traffic would be less than significant, and cumulative construction activity noise may be significant depending on site-specific factors such as proximity to the project or variant noise-sensitive receptors and the application of appropriate noise mitigation measures. However, the overall cumulative noise impact of the Project, in combination with past, present, and reasonably foreseeable future projects in the vicinity of the Project Site would be significant and unavoidable. This conclusion was reached largely because the Project would make a cumulatively considerable acoustical contribution of increased roadway traffic noise.

No feasible mitigation measures are available to reduce the significant cumulative noise impact along the affected roadway segments, because the affected property is privately owned, thereby creating access constraints and limitations relative to additional mitigation. Therefore, the impact would be significant and unavoidable.

D. Air Quality

Impact AQ-1: The Project would generate emissions of criteria pollutants and precursors during construction, operations, and overlapping construction and operational activities that could violate an air quality standard, contribute substantially to an existing or projected air quality violation, or result in a cumulatively considerable net increase in criteria pollutants (DEIR pp. 3.7-35 to 3.7-58; RTC pp. 4-68 to 4-70).

Construction

Construction emissions are described as "short term" or temporary; however, they have the potential to represent a significant impact with respect to air quality. Construction of the Project would temporarily generate emissions of reactive organic gas ("ROG"), oxides of nitrogen ("NO_X"), particulate matter equal to or less than 10 microns in diameter ("PM_{10}"), and particulate matter equal to or less than 2.5 microns in diameter ("$PM_{2.5}$"). ROG and NO_X emissions are associated primarily with mobile equipment exhaust, including off-road construction equipment and on-road motor vehicles.

The primary source of construction-related emissions would be exhaust from mobile equipment, including off-road equipment and hauling trips during the demolition and grading phases. The majority of the emissions would result from construction at the 700 Innes property. Construction-related emissions of NO_X under the Project would exceed the thresholds of significance. Therefore, construction emissions could violate an ambient air quality standard or contribute substantially to an existing violation. Thus, this overall construction air quality impact could be significant. **Mitigation Measures M-AQ-1a: Minimize Off-Road Construction**

Equipment Emissions, M-AQ-1b: Minimize On-Road Construction Equipment Emissions, M-AQ-1c: Utilize Best Available Control Technology for In-Water Construction Equipment, and **M-AQ-1d: Offset Emissions for Construction and Operational Ozone Precursor (NO_X and ROG) Emissions**, as more fully described in the FEIR (pp. 3.7-39 to 3.7-40, pp. 3.7-40 to 3.7-41, pp. 3.7-41 to pp.3.7-42, and3.7-42 to 3.7-43, respectively), would be implemented to reduce NO_X emissions to the greatest extent feasible. Although the RPD portion of the Project would be subject to the requirements of the City's Clean Construction Ordinance, the mitigation measure requirements in M-AQ-1a would exceed the requirements of the City's Clean Construction Ordinance. Mitigation Measures M-AQ-1a and M-AQ-1d would be consistent with or exceed the requirement of the City's Clean Construction ordinance and would apply to all project site properties during construction of the Project.

Mitigation Measure M-AQ-1a would reduce construction-related emissions of ROG, NO_X, PM_{10}, and $PM_{2.5}$; however, NO_X emissions would continue to exceed the threshold. Therefore, implementation of Mitigation Measure M-AQ-1d, which would require offsets for the maximum year of combined construction and operational emissions as shown in the DEIR, has the potential to reduce construction-related NO_X emissions. While use of the step-down schedules in Table M-AQ-1a-1 in the DEIR could alter the residual NO_X emissions requiring offsets under Mitigation Measure M-AQ-1d, use of these waivers is not expected to occur frequently enough to alter the amount of offsets that would be required under Mitigation Measure M-AQ-1d. However, at this time, the Project Sponsors have not identified a specific offset project that could achieve the amount of offset needed to fully offset otherwise unmitigated ROG and NO_X emissions by Mitigation Measures M-AQ-1a through M-AQ-1c. Bay Area Air Quality Management District ("BAAQMD") may be able to identify and implement an emissions reduction project funded with the fee provided by Mitigation Measure M-AQ-1d. However, implementation of an offset project through BAAQMD is outside the control of the Project Sponsors or the City and is therefore uncertain. Thus, even with the implementation of Mitigation Measures M-AQ-1a through M-AQ-1d, the Project would violate an air quality standard, contribute to an existing or projected air quality violation, and cause a cumulatively considerable net increase in criteria air pollutants during construction. This overall construction air quality impact of the Project would be significant and unavoidable with mitigation.

Construction-Related Fugitive Dust

The San Francisco Health Code Article 22B and San Francisco Building Code Section 106A.3.2.6 collectively constitute the Construction Dust Control Ordinance. The ordinance requires that all site preparation work, demolition, or other construction activities in San Francisco that have the potential to create dust or to expose or disturb more than 10 cubic yards or 500 square feet of soil comply with specific dust control measures whether or not the activity requires a permit from the Department of Building Inspection. For projects larger than 0.5 acre, the Dust Control Ordinance requires that the project sponsor submit a dust control plan for approval by the San Francisco Department of Public Health before DBI issues a building permit.

Building permits will not be issued without written notification from the Director of Public Health that the applicant has a site-specific dust control plan, unless the Director waives the requirement. The Construction Dust Control Ordinance requires Project Sponsors and contractors responsible for construction activities to control construction dust on the site or

implement other practices that result in equivalent dust control that are acceptable to the Director of Public Health. Dust suppression activities may include watering all active construction areas sufficiently to prevent dust from becoming airborne; increased watering frequency may be necessary whenever wind speeds exceed 15 mph. Reclaimed water must be used if required by Article 21, Section 1100 et seq. of the San Francisco Public Works Code. All four project properties would be subject to the requirements of the Construction Dust Control Ordinance. Compliance with the regulations and procedures set forth by the Construction Dust Control Ordinance would ensure that potential dust-related air quality impacts would be less than significant for all project properties. No mitigation measures are necessary.

Operational Emissions of Criteria Air Pollutants

Operational emissions would exceed thresholds for ROG and NO_X. The primary source of ROG emissions would be area sources at the 700 Innes property. Mobile sources would be the primary source of NO_X emissions across all properties. The variant includes a larger amount of vehicle trips associated with the land uses, resulting in greater emissions from mobile sources. Therefore, implementation of **Mitigation Measures M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators**, and **M-AQ-1f: Prepare and Implement Transportation Demand Management**, as more fully described in the FEIR (p. 3.7-50 and pp. 3.7-50 to 3.7-53, respectively), would be required to reduce operational emissions.

Even with implementation of Mitigation Measures M-AQ-1e and the estimated emissions reductions from M-AQ-1f assuming implementation to the maximum extent feasible, the Project would continue to exceed thresholds for ROG emissions and the variant would continue to exceed thresholds for ROG and NO_X emissions. Implementation of Mitigation Measure M-AQ-1d has the potential to further reduce operational mobile-source emissions of ROG and NO_X to below the BAAQMD threshold. However, at this time, the Project Sponsors have not identified a specific offset project that could achieve the amount of offset needed to fully offset otherwise unmitigated ROG and NO_X emissions by Mitigation Measures M-AQ-1a through M-AQ-1c, M-AQ-1e, and M-AQ-1f. BAAQMD may be able to identify and implement an emissions reduction project funded with the fee provided by Mitigation Measure M-AQ-1d. However, implementation of an offset project through BAAQMD is outside the control of the Project Sponsors or the City and is therefore uncertain. Therefore, operation of the Project could violate an air quality standard, contribute to an existing or projected air quality violation, and cause a cumulatively considerable increase in criteria air pollutants. This overall operational air quality impact would be significant and unavoidable with mitigation with implementation of Mitigation Measures M-AQ-1d through M-AQ-1f.

Overlap of Construction and Operation

Because residual emissions generated from construction and operation of the Project could violate an air quality standard, contribute substantially to an existing or projected air quality violation, and would be cumulatively considerable, these residual air pollutant emissions are conservatively considered significant and unavoidable with mitigation.

Overall Impact Conclusion

The impact conclusion would be significant and unavoidable with mitigation for ROG and NO_X emissions during construction, operation, and overlapping construction and operation, and cumulatively even with implementation of Mitigation Measures M-AQ-1a through M-AQ-1f. Therefore, the overall impact related to generation of emissions that could contribute to new, or exacerbate existing, air quality violations in the San Francisco Bay Area Air Basin ("SFBAAB") would be significant and unavoidable with mitigation.

Impact AQ-3: The Project would generate emissions that could expose sensitive receptors to substantial pollutant concentrations (DEIR pp. 3.7-60 to 3.7-76; RTC pp. 4-70 to 4-71).

The Project Site is located in an area with nearby sensitive receptors. In addition, the Project would develop residential land uses that would be considered sensitive receptors. During construction of the Project, construction-related emissions of toxic air contaminants ("TACs") and $PM_{2.5}$ could expose nearby sensitive receptors to substantial pollutant concentrations. Furthermore, because residential receptors would be developed on the project site while construction continues to build out the remainder of the project, proposed residents could be exposed to concentrations of pollutants generated by construction under the Project, which could exacerbate conditions. After buildout of the Project, air pollutant emissions generated during day-to-day activities could expose nearby sensitive receptors to substantial pollutant concentrations.

The Project would have a significant impact due to construction and operation for $PM_{2.5}$ and excess cancer risk. Under the Project, implementing Mitigation Measures M-AQ-1a through M-AQ-1f would reduce concentrations of $PM_{2.5}$ from construction and operation of the Project below the values reported in Table 3.7-34 in the DEIR, but $PM_{2.5}$ concentrations would still be greater than the Air Pollutant Exposure Zone ("APEZ") thresholds as there is uncertainty in the effectiveness of Mitigation Measures M-AQ-1b, M-AQ-1c, M-AQ-1d, and M-AQ-1f. Mitigation Measures M-AQ-1a and M-AQ-1f would reduce the excess cancer risk to below the APEZ thresholds and thus the project would result in a less than significant impact with mitigation related to excess cancer risk. The impact conclusion related to $PM_{2.5}$ concentrations during construction and operation of the Project would be significant and unavoidable with mitigation. Therefore, the overall impact related to generation of emissions that would expose sensitive receptors to substantial pollutant concentrations would be significant and unavoidable with mitigation.

Impact-C-AQ-1: The Project, in combination with past, present, and reasonably foreseeable future development in the project area, would contribute to cumulative regional air quality impacts (DEIR p. 3.7-77).

The contribution of a project's individual air pollutant emissions to regional air quality impacts is, by its nature, a cumulative effect. Emissions from past, present, and future projects in the region also have contributed or will contribute to adverse regional air quality impacts on a cumulative basis. No single project by itself would be sufficient in size to result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulative regional air quality conditions.

As described above, the project-level thresholds for criteria air pollutants are based on the levels at which new sources are anticipated to contribute to an air quality violation or result in a considerable net increase in criteria air pollutants. Emissions under the Project would exceed the project-level thresholds. Therefore, the Project would result in a considerable contribution to cumulative regional air quality impacts. Implementing Mitigation Measures M-AQ-1a through M-AQ-1f would reduce this impact, but not to less than significant. This impact would be significant and unavoidable with mitigation.

Impact C-AQ-2: The Project, in combination with past, present, and reasonably foreseeable future development in the project area, would contribute to cumulative health risk impacts on sensitive receptors (DEIR pp. 3.7-77 to 3.7-85).

When $PM_{2.5}$ impacts of the Project are added to the cumulative conditions for the year 2040, either the Project would result in a cumulatively considerable contribution to a 2040 cumulative impact. Implementing Mitigation Measures M-AQ-1d, M-AQ-1e, and M-AQ-1f would reduce the Project's contribution, but not sufficiently to result in an annual average concentration below the APEZ threshold of 9.0 $\mu g/m^3$ and the project and variant contribution threshold of 0.2 $\mu g/m^3$. The cumulative impact of the $PM_{2.5}$ concentrations related to emissions that would expose sensitive receptors to substantial pollutant concentrations would be significant and unavoidable with mitigation. The cumulative impact of the total excess cancer risk related to emissions that would expose sensitive receptors to substantial pollutant concentrations would be less than significant.

The Project would be required to implement Mitigation Measures M-AQ-1d through M-AQ-1f. Implementing those mitigation measures would reduce the emissions of TACs and the $PM_{2.5}$ modeled impacts, but not to less than significant. Therefore, the cumulative air quality impact would be significant and unavoidable with mitigation.

E. Wind

Impact WI-1: The Project would alter wind in a manner that substantially affects public areas or outdoor recreation facilities (DEIR pp. 3.9-6 to 3.9-21; RTC p. 4-72).

Construction

The potential exists for wind-hazard impacts to occur during partial build-out that may not occur at full build-out because of insufficient protection from the effects of strong winds that might otherwise be provided when all buildings are constructed. This scenario likely would occur only at locations adjacent to buildings at least 100 feet tall. Most of the buildings for the Project would be less than 100 feet tall. During partial build-out, wind hazards could occur at public locations not identified in the wind tunnel study, and wind effects at identified wind-hazard locations could be greater in severity or duration than shown by the study. This impact during the phased buildout period could be significant. Such wind hazards would likely exist until buildings on adjacent parcels are completed and able to provide shelter from the wind. Implementing **Mitigation Measures M-WI-1a: Wind Impact Analysis and Mitigation for Buildings 100 Feet or Greater in Height During Partial Buildout** and **M-WI-1b: Temporary Wind Reduction Measures during Construction**, as more fully described in the FEIR (pp. 3.9-7

to 3.9-9 and p. 3.9-9, respectively), would reduce the severity and duration of wind impacts adjacent to buildings at least 100 feet tall during the construction period under partial build-out conditions.

Implementation of Mitigation Measures M-WI-1a and M-WI-1b would reduce the severity of hazardous wind impacts during construction. However, because interim wind effects occurring during the phased buildout period could differ from those tested in the wind tunnel, it is unknown whether Mitigation Measure M-WI-1a or Mitigation Measure M-WI-1b would reduce impacts to a less-than-significant level. As a result, the impact of the Project related to interim hazardous wind conditions during construction would be significant and unavoidable with mitigation.

Operation

Implementing the Project would introduce an obstruction to wind blowing across the site. Thus, the Project would generally have a positive effect on the wind microclimate, reducing the total number of locations exceeding the wind-hazard criterion and the total duration of hazardous winds relative to existing conditions. However, as shown in Table 3.9-1 of the DEIR, the wind speed and duration of hazardous winds would increase at several locations. Pedestrians and cyclists would have a difficult time maintaining their balance while passing through these locations and could be at risk of injury.

On balance, the increase in wind speed and duration of hazardous winds at these locations outweighs the overall improvement in wind conditions on the project site. For this reason, the operational wind impact of the Project could be significant. An effort would be made to reduce the wind hazards that would occur or to limit the exposure to those hazards by residents and visitors through implementation of **Mitigation Measure M-WI-1c: Reduce Effects of Ground-Level Hazardous Winds through Ongoing Review**, as more fully described in the FEIR (pp. 3.9-19 to 3.9-20). However, even with the implementation of Mitigation Measure M-WI-1c, this operational impact of the Project would be significant and unavoidable with mitigation.

V. EVALUATION OF PROJECT ALTERNATIVES

This section describes the Project as well as the Project alternatives (the "Alternatives") and the reasons for approving the Project and for rejecting the Alternatives. This section also outlines the project objectives and provides a context for understanding the reasons for selecting or rejecting alternatives.

CEQA mandates that an EIR evaluate a reasonable range of potentially feasible alternatives to the Project or the Project location that generally reduce or avoid potentially significant impacts of the Project. CEQA requires that every EIR also evaluate a "No Project" alternative. Alternatives provide a basis of comparison to the Project in terms of their significant impacts and their ability to meet project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the Project.

The Planning Department considered a range of alternatives in Chapter 4 of the FEIR. After an extensive alternative screening and selection process, the Planning Department selected five alternatives, in addition to the Project, to carry forward for detailed analysis in the FEIR:

- Alternative A: No Project Alternative
- Alternative B: Code Compliant Alternative
- Alternative C: Reduced Development Alternative
- Alternative D: Full Preservation Alternative
- Alternative E: Partial Preservation Alternative.

These alternatives adequately represent a range of potentially feasible alternatives to the Project. Each alternative is discussed and analyzed in these findings, in addition to being analyzed in Chapter 4 of the FEIR. The Planning Commission certifies that it has independently reviewed and considered the information on the alternatives provided in the FEIR and in the record. The FEIR reflects the Planning Commission's and the City's independent judgment as to the alternatives. The Planning Commission finds that the Project provides the best balance between satisfaction of Project objectives and mitigation of environmental impacts to the extent feasible, as described and analyzed in the FEIR.

A. Reasons for Selecting the Project

While the FEIR analyzed both the revised proposed project and the variant, the City and Project Sponsors, subject to the required approvals, have decided to implement the revised proposed project. That Project would meet all the Project Objectives, and would provide numerous public benefits, including the following:

- **Housing.** The Project would add up to 1,575 housing units to the City's housing stock, including significant numbers of new below-market rate, affordable residential units.
- **Parks and Open Space**. The Project would create an approximately 20.81-acre network of new and/or improved parkland and open space, pathways, trails, ecological, recreational, neighborhood and cultural areas, including: a new shoreline network which would extend the Blue Greenway/Bay Trail and would provide pedestrian and bicycle connections to and along the shoreline, passive open space, recreation areas, piers, fishing areas, plazas, event areas, tidal marshes, facilities for concessions, drinking fountains, restrooms, passive recreational areas for picnicking, shade structures, bicycle parking, wayfinding signage, and historical and educational displays.
- **Site Remediation**. The Project would include site remediation throughout the Project Site. The 900 Innes and 700 Innes properties would undergo an environmental cleanup to remediate residual contaminants that are present because of historical industrial uses. The properties would be remediated to the levels necessary to protect future employees, residents, visitors, and ecological receptors under future proposed park and recreational uses.
- **Infrastructure.** The Project would provide a thorough geotechnical approach to the site and improvement of the shoreline, and a comprehensive strategy to address potential future sea level rise ("SLR") along with future funding for additional future sea level rise improvements, as set forth in more detail in the Development Agreement, Financing Plan and the Infrastructure Plan.

- **Transportation.** The Project's design and development would incorporate innovative and sustainable transit-first policies which will provide significant benefits to residents of and visitors to the project site, including a comprehensive transportation program; a convenient and attractive transit plaza; and transportation demand management features, as set forth in more detail in the Development Agreement and the Transportation Plan. The Project would also facilitate expansion of the City's existing transportation systems to connect the project to other districts, as set forth in the Development Agreement and the Transportation Plan.

- **Land Use and Sustainable Development**. The Project would implement a comprehensive sustainability strategy that includes principles, goals, targets and strategies for key elements including site design and land use, landscape and biodiversity, transportation, energy, water and wastewater, materials, solid waste, health, safety and security, community and society and economic development, all of which integrate the best principals of smart growth and quality urban design. Key elements of the Sustainability Plan include developing a currently underutilized site with mixed-use development and open space; committing to achieving Gold rating under the United States Green Building Council's LEED (Leadership in Energy & Environmental Design) for Neighborhood Development ("ND") rating system (July 2010 version) or its equivalent, while making a good faith effort to achieve the higher Platinum rating; creating a dense, compact land use plan located in close walking proximity to a multi-modal transit node, while also enabling a significant portion of the Project Site to be preserved or established as natural habitat; including enough residential density to create a viable community that supports neighborhood serving retail, community facilities, and transit infrastructure and service; and rehabilitation of historic resources such as 702 Earl Street and the Shipwright's Cottage, the later in compliance with the Secretary of the Interior's Standards for Rehabilitation; and locating neighborhood-serving uses and transit within walking and bicycling distance of all residences, making substantial improvements to the pedestrian and bicycle network, and making each of these modes of transit a viable alternative to automobiles for non-commute trips.

- **Economic Development, Jobs and Community Facilities**. The Project would provide a comprehensive package of educational, social, cultural, environmental, and public safety facilities and programs, including child-care facilities, community meeting rooms and other facilities, a welcome center and public exhibition space, and other recreational facilities. The construction of the Project will provide opportunities to generate thousands of annual construction jobs and hundreds of permanent jobs at project completion, encouraging participation by small and local business enterprises through a comprehensive employment and contracting policy.

B. Alternatives Considered for Detailed Analysis

CEQA provides that alternatives analyzed in an EIR may be rejected if "specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible . . . the project alternatives identified in the EIR." (Pub. Res. Code Section 21081(a)(3); CEQA Guidelines § 15091(a)(3).) The Commission has reviewed each of the alternatives to the Project as described in the FEIR that would reduce or

avoid some of the impacts of the Project and finds that there is substantial evidence of specific economic, legal, social, technological and other considerations that make these alternatives infeasible or unreasonable, for the reasons set forth below.

In making these determinations, the Planning Commission is aware that CEQA defines "feasibility" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors." The Commission is also aware that under CEQA case law the concept of "feasibility" encompasses (i) the question of whether a particular alternative promotes the underlying goals and objectives of a project, and (ii) the question of whether an alternative is "desirable" from a policy standpoint to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.

1. No Project Alternative

Under the No Project Alternative, the Project Site would foreseeably remain in its existing condition, and there would be no construction and no provision of new residential, commercial (retail, office, R&D), and recreational uses and open space. As such, the existing riprap, dilapidated piers, and creosote-treated piles would remain in place on the project site. Furthermore, no hazardous-materials remediation activities and preservation of historic resources would occur at the Project Site.

This alternative would not preclude development of another project on the project site should such a proposal be put forth by the project sponsor or another entity. However, it would be speculative to set forth such an alternative project at this time.

The Planning Commission rejects the No Project Alternative as infeasible and unreasonable because although it would eliminate the Project's significant and unavoidable impacts, it would fail to meet the Project Objectives (as described in the DEIR) and the City's policy objectives for the following reasons:

1) The No Project Alternative would not meet any of the Project Objectives;

2) The No Project Alternative would not fulfill key goals of the General Plan with respect to housing production. Among others, it would not fulfill the policies enshrined in the Housing Element, including Objective 1, "Identify and Make Available for Development Adequate Sites to Meet the City's Housing Needs, Especially Permanently Affordable Housing," Objective 11, "Support and Respect the Diverse and Distinct Character of San Francisco's Neighborhoods," and Objective 12, "Balance Housing Growth With Adequate Infrastructure That Serves the City's Growing Population." Likewise, it would not meet many of the policies of the Bayview Hunters Point Area Plan, such as those included in Objective 6 of its Land Use Section. With no new housing created here and no construction, the No Project Alternative would not increase the City's housing stock of both market rate and affordable housing, would not create new job opportunities for construction workers, or in the case of the variant, opportunities for other jobs, and would not expand the City's property tax base.

3) In addition, the No Project Alternative would not fulfill key General Plan goals with respect to open space, including Objectives 1 and 13 of the Recreation and Open Space Element, "Ensure a Well Maintained, Highly Utilized, and Integrated Open Space System," and "Improve Access and Connectivity to Open Space," respectively. It would not meet, either, Objectives 12 or 13 of the Bayview Hunters Point Plan, Recreation and Open Space Section. The shoreline would not be redeveloped, as contemplated as part of the Project, and as such would not provide continuous access to the shoreline and continuous public open space along the shoreline, both key goals of the Bayview Hunter's Point Plan.

4) Under the No Project Alternative, existing conditions on the project site would not change. Contaminated soil and groundwater underlying the project site would not be remediated. This would not meet several key City goals and policies, such as Objectives 3 and 7 of the Environmental Protection Element of the General Plan, "Maintain and Improve the Quality of the Bay, Ocean, and Shoreline Areas," "Assure that the Land Resources in San Francisco Are Used in Ways that Respect and Preserve the Natural Values of the Land and Serve the Best Interests of all the City's Citizens," respectively.

5) The No Project Alternative would not include rehabilitation and preservation of historic resources at the Project Site.

6) The No Project Alternative would leave the Project Site physically unchanged. Because no development would occur at the Project Site, the amount of tax increment bonds available to support the construction of affordable housing, parks and open space, and critical utility, water quality, and transportation infrastructure would be substantially reduced.

For the foregoing reasons, the Planning Commission rejects the No Project Alternative as infeasible.

2. Code Compliant Alternative

The Code Compliant Alternative would include 1,240,100 gsf of residential use (1,240 units), 738,501 gsf of commercial space, 50,000 gsf of institutional/educational space, 679,900 gsf of parking (1,800 spaces), and 618,552 sf of recreational/open space. Compared to the revised proposed project, the Code Compliant Alternative would include less residential space (a decrease of 226,225 gsf and 335 units), more commercial space (an increase of 529,395 gsf), more institutional/educational space (an increase of 50,000 gsf), the same amount of parking, and less recreational/open space (a decrease of 448,668 sf). Compared to the variant, the Code Compliant Alternative would include more residential space (an increase of 822,800 gsf and 740 units), less commercial space (a decrease of 261,499 gsf), the same amount of institutional/educational space, less parking (a decrease of 37,465 gsf and 132 spaces), and less recreational/open space (a decrease of 448,668 sf).

The Code Compliant Alternative meets all applicable provisions of the Planning Code. Under this alternative, the project site would remain within the 40-X and Open Space (OS) height and

bulk districts and the Light Industrial (M-1), Heavy Industrial (M-2), Small-Scale Neighborhood Commercial (NC-2), and Public (P) zoning districts.

Development of the RPD Properties would be substantially similar to the Project, because the proposed development on these two properties has been designed to be code compliant. However, development of the BUILD Properties would differ from that contemplated under the Project.

The Code Compliant Alternative would include residential and commercial (retail, office, and R&D) uses on the 700 Innes property; however, under this alternative, the 700 Innes property would include more built square footage, which is closer to the maximum development that can be accommodated on the property and that is allowable under the Planning Code.

The proposed heights of the structures on the 700 Innes property would be lower under this alternative than under the proposed project. The India Basin Open Space and 700 Innes properties are located within the 40-X and OS height and bulk districts; therefore, the Code Complaint Alternative would have a 40-foot height limit with no bulk restriction. This would increase the total land coverage (i.e., total building footprint) of the 700 Innes property from 9.7 acres (422,532 gsf) under the proposed project to 13.3 acres or 579,348 gsf under the Code Compliant Alternative.

Because the 700 Innes property could receive more development in terms of total land coverage, the open space on this property would be reduced from 10.3 acres to 5.3 acres. The proposed project includes an approximately 5.63-acre open space, referred to as the "Big Green," on the 700 Innes property that would be eliminated under the Code Compliant Alternative, along with a reduction of the other open space areas on the 700 Innes property.

Like the proposed project, the Code Compliant Alternative would include transportation and circulation improvements including new and reconstructed streets, sidewalks, and pathways. However, the layout of the streets would be changed from the pattern presented under the proposed project to a more-simplified grid pattern with the primary egress/ingress to the 700 Innes property occurring on Innes Avenue at Griffith Street, Arelious Walker Drive, and Earl Street. Hudson Avenue, in its currently planned configuration, would contain a simplified painted Class 2 bike lane. Earl Street, Arelious Walker Drive, and Griffith Street would all function as two-way local streets with a moderate amount of on-street parking and Class 3 bike facilities to enable access to India Basin Shoreline Park. None of the bike lanes would be separated and they would all travel through the built environment. The Bay Trail would remain unchanged through the India Basin Open Space property. Like the proposed project, this alternative would also include a transportation demand management ("TDM") program, although the on-site Class 2 bike facilities may be limited because of space constraints. Similar to the proposed project, hazardous-materials remediation would occur on the 700 Innes property under the Code Compliant Alternative.

The Code Compliant Alternative would leave the 6.2-acre India Basin Open Space property in its existing condition with wetlands and a pedestrian pathway traversing the site along the Bay waterfront.

Due to the shorter heights of structures included as part of the Code Compliant Alternative, the Code Compliant Alternative would lessen (but not avoid) the significant adverse impact identified for the Project related to the topic of Wind. The Code Compliant Alternative would also lessen impacts of the Project that were found to be less than significant, or less than significant with mitigation, related to the topics of Aesthetics and Shadow. While the Code Compliant Alternative would result in the same less than significant, or less than significant with mitigation, impacts related to the topics of Recreation, Utilities and Service Systems, and Biological Resources, and the same significant adverse impacts identified for the Project related to the topics of Transportation and Circulation and Air Quality, these impacts would be slightly greater due to the increased square footage and decreased open space included as part of the Code Compliant Alternative.

The Planning Commission rejects the Code Compliant Alternative for the following reasons:

1) The Code Compliant Alternative would not avoid any of the significant and unavoidable impacts that were identified for the Project. Nor would the Code Compliant Alternative result in any changes to the significance determinations identified for the Project, and all mitigation measures would apply to this alternative. While the Code Compliant Alternative would lessen (but not avoid) the significant adverse impact identified for the Project related to the topic of Wind, it would not reduce to less-than-significant level any of the impacts identified as significant and unavoidable for the Project. Additionally, due to the Code Compliant Alternative's increased square footage and decreased open space, the Code Compliant Alternative would result in slightly greater impacts related to the topics of Transportation and Circulation, Air Quality, Recreation, Utilities and Service Systems, and Biological Resources. Therefore, overall, the Code Compliant Alternative would not provide environmental benefits in comparison to the Project and would result in slightly greater impacts than those identified for the Project.

2) This Code Compliant Alternative would not meet, or would substantially reduce the ability to meet, the project objectives identified in the EIR. The amount of open space included as part of the Project would be significantly reduced, with the open space on the 700 Innes property reduced from 10.3 acres to 5.3 acres. In addition, the Code Compliant Alternative would leave the 6.2-acre India Basin Open Space property in its existing condition with wetlands and a pedestrian pathway traversing the site along the Bay waterfront. As such, the alternative would be less effective than the Project in meeting the RPD Project objectives related to environment and sustainability, as well as recreation and education, including expanding public access to the Bay and "connecting India Basin Shoreline Park, 900 Innes, and India Basin Open Space with all seven properties along the India Basin cove." In addition, the alternative would be less effective than the Project in meeting the BUILD Project objective to "[p]reserve the shoreline areas of the project site for public park and public open space use." Because the Big Green would not be developed as part of the Code Compliant Alternative, the BUILD development would not include stormwater treatment swales and bioretention areas and improved and new wetlands contemplated as part of the Big Green under the Project. As such, the alternative would not meet the BUILD Project Objective to "[i]ncorporate environmental sustainability concepts and practices into the project,

including stormwater treatment swales and bioretention areas, improved and new wetlands, green building design, and construction practices."

3) The Code Compliant Alternative would meet the City's housing, open space and environmental protection policies cited above (Housing Element Objectives 1, 11 and 12; Recreation and Open Space Element Objectives 1 and 3, Environmental Protection Element Objectives 3 and 7, and the cited Objectives of the Bayview Hunters Point Area Plan) to a lesser extent than the Project, since the total number of housing units and the acreage of open space would be significantly reduced, and the remediation and enhancement of the shoreline would be more limited.

For the foregoing reasons, the Planning Commission rejects the Code Compliant Alternative as infeasible.

3. Reduced Development Alternative

Overall, the buildout of the Reduced Development Alternative would include 620,000 gsf of residential use (620 units), 75,000 gsf of commercial space (including retail, office, and R&D), 26,750 gsf of institutional/educational space, 360,000 gsf of parking (900 spaces), and 618,552 sq. ft. of recreational/open space.

The Reduced Development Alternative would include the same on-land recreational and commercial uses and associated parking and access on the India Basin Shoreline Park and 900 Innes properties as the revised proposed project; however, the in-water redevelopment would not include a new pier and dock extending from the India Basin Shoreline Park property (Figure 4-3a of the DEIR). Bicycle circulation improvements would also be implemented, including the Bay Trail extension through the India Basin Shoreline Park and 900 Innes properties and Class 1 and Class 3 facilities on streets.

Under the Reduced Development Alternative, similar to the revised proposed project, the existing dilapidated piers and creosote-treated piles would be removed and replaced in water areas connected with the India Basin Shoreline Park and 900 Innes properties. Existing riprap would be removed, existing tidal marsh wetlands would be restored, and new additional tidal marsh wetlands would be created near the shoreline of the India Basin Shoreline Park property. Furthermore, similar to the revised proposed project, hazardous-materials remediation activities and preservation of historic resources would occur on the India Basin Shoreline Park and 900 Innes properties.

Like the revised proposed project, the Reduced Development Alternative would include no structures on the India Basin Open Space property. The proposed uses at the 700 Innes property under this alternative would require some changes to the development controls (including increases in permitted height) through amendments to the General Plan, Planning Code text, and Zoning Map, including an India Basin SUD and Design Standards and Guidelines for development entitled through the SUD process and a development agreement.

The Reduced Development Alternative would include residential, commercial (retail, office, and R&D), institutional/educational, parking, and recreational/open space uses on the 700 Innes property. Compared to the revised proposed project, the total square footage of development

under this alternative would be reduced by approximately 50 percent, which is less development than is allowed on the property by the Planning Code. Under this alternative, the proposed heights of the structures on the 700 Innes property would be lowered in comparison to the revised proposed project at the proposed tower locations and throughout the rest of this property. However, the height and bulk would be slightly higher than under the Code Compliant Alternative, with the tallest building at 75 feet or approximately 6 floors.

The revised proposed project includes the Big Green, an approximately 5.63-acre open space on the 700 Innes property that would be eliminated under the Reduced Development Alternative, along with a reduction of the other 700 Innes property open space areas and semi-public internal open space areas.

Like the revised proposed project, the Reduced Development Alternative would include transportation and circulation improvements including new and reconstructed streets, sidewalks, and pathways. The street layout would be the same as under the revised proposed project. Similar bicycle circulation improvements would also be implemented, as well as Class 2 and Class 3 bicycle facilities on streets, but there would not be any improved bike trails through the existing 700 Innes property (where the Big Green would otherwise be located). The Bay Trail along the India Basin Open Space property would remain unchanged. Like the revised proposed project, this alternative would also include a TDM program, and hazardous-materials remediation would occur on the 700 Innes property.

The Reduced Development Alternative would leave the India Basin Open Space property in its existing condition with wetlands and a pedestrian pathway traversing the site along the Bay waterfront.

Because of the substantially lower number of residential units and the decrease in the gsf of commercial, office, R&D, institutional/educational, and open space/recreation uses, this alternative would lessen (but not avoid) most of the significant adverse impacts identified for the revised proposed project related to the topics of Noise, Air Quality, Transportation and Circulation, and Wind. The Reduced Development Alternative would also lessen impacts of the revised proposed project that were found to be less than significant, or less than significant with mitigation, related to the topics of Aesthetics, Population and Housing, Greenhouse Gas Emissions, Shadow, Recreation, Utilities and Service Systems, Public Services, Biological Resources, and Hazardous and Hazardous Materials.

The Planning Commission rejects the Reduced Development Alternative for the following reasons:

1) The Reduced Development Alternative would not avoid or substantially lessen any of the significant and unavoidable impacts that were identified for the Project. Nor would the Reduced Development Alternative result in any changes to the significance determinations identified for the Project, and all mitigation measures would apply to this alternative. However, the Reduced Development Alternative would have similar but slightly less severe significant impacts than the Project (i.e., the significance determination would be the same but the severity, magnitude and/or frequency of the impact would be notably less) with respect several resource areas, as explained in the

EIR. Overall, the Reduced Development Alternative would not provide substantial environmental benefits in comparison to the Project.

2) The Reduced Development Alternative would not meet, or would substantially reduce the ability to meet, the project objectives identified in the EIR, as set forth below.

3) Under the Reduced Development Alternative, the amount of open space included as part of the Project would be significantly reduced, with the open space on the 700 Innes property reduced from 10.3 acres to 5.3 acres. In addition, the Reduced Development Alternative would leave the 6.2-acre India Basin Open Space property in its existing condition with wetlands and a pedestrian pathway traversing the site along the Bay waterfront. As such, the alternative would be less effective than the Project in meeting the RPD Project objectives related to environment and sustainability, as well as recreation and education, including expanding public access to the Bay and "connecting India Basin Shoreline Park, 900 Innes, and India Basin Open Space with all seven properties along the India Basin cove." In addition, the alternative would be less effective than the Project in meeting the BUILD Project objective to "[p]reserve the shoreline areas of the project site for public park and public open space use." Because the Big Green would not be developed as part of the Reduced Development Alternative, the BUILD development would not include stormwater treatment swales and bioretention areas and improved and new wetlands contemplated as part of the Big Green under the Project. As such, the alternative would not meet the BUILD Project Objective to "[i]ncorporate environmental sustainability concepts and practices into the project, including stormwater treatment swales and bioretention areas, improved and new wetlands, green building design, and construction practices."

4) Because the Reduced Development Alternative would substantially reduce the scale of development at the site, the alternative would be substantially less effective than the Project in meeting the Project objective to "[p]rovide sufficient mixed-use development capacity (in terms of gross floor area and residential unit count) with a range of flexible uses that can respond to market demands and attract the private capital necessary to build out the Project in a timely fashion and financially support an array of public benefits, including public open space, a permanent maintenance and operations tax district, community job training and small business development opportunities, public transportation improvements and affordable housing."

5) The Reduced Development Alternative would not enhance the India Basin Shoreline Park and India Basin Open Space to the same level of design improvements, and this site would remain potentially vulnerable to sea-level rise and flooding from Bay inundation. Without these design improvements, the property would require additional maintenance or adaptation for sea level rise over time. For these reasons, this alternative would meet the open space and environmental protection policies cited above (Objectives 1 and 13 of the Recreation and Open Space Element, and Objectives 3 and 7 of the Environmental Protection Element) to a lesser extent as the Project.

6) The Reduced Development Alternative would construct approximately half the amount of housing and further would not add the same amount of funds for increasing

affordable housing in San Francisco, and employment opportunities under this alternative would be less than under the Project. Therefore, this alternative would be substantially less effective than the Project in meeting the Project objective to "[c]onstruct high-quality housing with sufficient density to contribute to active uses on the project site while offering a mix of unit types, sizes, and affordability to accommodate a range of potential residents." For the same reasons, it would meet to a lesser degree than the Project the City's policies and objectives with regards to housing, affordable housing, and employment, such as General Plan Housing Element Objective 1, "Identify and make available for development adequate sites to meet the City's housing needs, especially permanently affordable housing," and specifically, Policies 1.1 and 1.2 ("Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing," and "Focus housing growth and infrastructure-necessary to support growth according to community plans. Complete planning underway in key opportunity areas.")

For the foregoing reasons, the Planning Commission rejects the Reduced Development Alternative as infeasible.

4. Full Preservation Alternative

This alternative would have exactly the same components as the Project to 900 Innes Avenue and India Basin Shoreline Park except that cultural resources associated with the India Basin Scow Schooner Boatyard cultural landscape would be preserved. Under the Full Preservation Alternative, all three buildings (the Shipwright's Cottage, the Boatyard Office Building, and the Tool Shed and Water Tank building) that are significant features of the India Basin Scow Schooner Boatyard and contribute to the boatyard's CRHR eligibility would be rehabilitated to SOI Standards. The Full Preservation Alternative would also propose that plantings and new park furniture would be designed to retain the industrial character of the cultural landscape. Under this alternative, the Griffith Street right-of-way alignment and width would be maintained and would be designed as a stepped path rather than wood stairs.

The full preservation alternative would be the same as the Project in terms of proposed development at the India Basin Open Space and 700 Innes properties, including the relocation and rehabilitation of 702 Earl Street.

Impacts under the Full Preservation Alternative would be similar to impacts under the Project with respect to the following environmental topics: Land Use and Planning, Aesthetics, Population and Housing, Transportation and Circulation, Noise, Air Quality, GHG Emissions, Wind, Shadow, Recreation, Utilities and Service Systems, Public Services, Biological Resources, and Hydrology and Water Quality. However, because all significant buildings that contribute to the India Basin Scow Schooner Boatyard cultural landscape would be rehabilitated to SOI Standards, and new construction and plantings would be designed to maintain the industrial character of the landscape, the significant adverse impacts identified for the Project related to the topic of Cultural Resources would be reduced to less than significant with mitigation.

The Planning Commission rejects the Full Preservation Alternative for the following reasons:

1) The Full Preservation Alternative would result in the same impacts to those disclosed in the EIR for the Project in all topics except Cultural Resources. As noted above, because all significant buildings that contribute to the India Basin Scow Schooner Boatyard cultural landscape would be rehabilitated to SOI Standards, and new construction and plantings would be designed to maintain the industrial character of the landscape, the significant adverse impacts identified for the Project related to the topic of Cultural Resources would be reduced to less than significant with mitigation. Overall, the Full Preservation Alternative would result in substantially similar environmental impacts as those identified for the Project, except in the topic of Cultural Resources, but would fail to meet the basic objectives of the Project, as explained below.

2) The Full Preservation Alternative would not meet, or would substantially reduce the ability to meet, the project objectives identified in the EIR, as set forth below. Specifically, because the Full Preservation alternative would include rehabilitation of the India Basin Scow Schooner Boatyard cultural landscape to SOI standards, the following RPD Project Objectives would not be met:

   - This alternative would not "[c]reate a safe environment for park users that includes increased visibility of park spaces, including direct sightlines from bordering streets to the water."
   - This alternative could not "[c]reate an entry experience from Innes Avenue that highlights the features of both the cultural and natural landscape, maintains sightlines to the waterfront, and contributes to a seamless park user experience and sense of place as a neighborhood center."
   - This alternative would not "[c]reate a center for waterfront programming with a variety of active and passive recreational opportunities, and strengthen the quality of existing parks and facilities."
   - This alternative would not "[d]esign park spaces that are safe and inviting and that follow departmental best practices for successful maintenance."
   - This alternative would not "[c]reate Americans with Disabilities Act (ADA)–accessible pathways providing waterfront access and safe interactions with highly trafficked routes such as the Class 1 bicycle path."

3) In addition, the Full Preservation Alternative would result in undesirable results for the park, from a policy perspective. The retention of the Office Building and Tool Shed would increase opportunities in the park for graffiti, other forms of vandalism, and encampments, especially as there is no programming plan for these buildings and they may remain empty. Moreover, as described above in Section IV, retention of the Boatyard Office Building would be contrary to RPD's broader policy objectives, as expressed in its Strategic Plan, specifically, "Strategy 1: Inspire Public Space," and "Strategy 2: Inspire Play."

For the foregoing reasons, the Planning Commission rejects the Full Preservation Alternative as infeasible.

5. Partial Preservation Alternative

This alternative was selected because of its potential to reduce the cultural resource impact listed above. The Partial Preservation Alternative would be similar to the Project, but would ensure the retention of the Boatyard Office Building and interpretation of the Tool Shed and Water Tank building, significant features of the India Basin Scow Schooner Boatyard that contribute to the boatyard's CRHR eligibility.

This alternative would have exactly the same components as the Project except that cultural resources associated with the India Basin Scow Schooner Boatyard cultural landscape would be partially preserved.

The Partial Preservation Alternative seeks to rehabilitate and retain significant features of the California Register of Historical Resources-eligible India Basin Scow Schooner Boatyard cultural landscape, in order to maintain the historical significance of the cultural landscape while allowing for the creation of a new accessible park and recreation area. Similar to the Project, the Partial Preservation Alternative would rehabilitate the San Francisco Landmark Shipwright's Cottage to the Secretary of the Interior's Standards and retain the following significant features of the landscape: circulation pathways, storage and staging areas, marine way metal rails, ship hulls associated with the Hunters Point Ship Graveyard, views, and general site grade.

Differing from the Project, the Partial Preservation Alternative would retain the Boatyard Office Building, a significant feature of the landscape. While the building may not be rehabilitated to the SOI Standards under this alternative, some character-defining features of the Boatyard Office building would be retained in order to ensure that the building remains a significant feature of the cultural landscape. At a minimum, this would include retention or replacement-in-kind of a portion of the roof form, wood frame structure, and wood cladding so that the massing of the building is still expressed. If possible, the porthole openings on the southeast and southwest façade would be retained.

The Partial Preservation Alternative proposes to demolish the significant Tool Shed and Water Tank Building and to interpret it within the landscape. This may include interpreting the location of the building by incorporating an outline of the building into the ADA path and park design, keeping all or a portion of the foundation, or retaining or replacing-in-kind a portion of the building in order to convey the building's massing, roof form and materials as feasible.

Compared to the Project, the Partial Preservation Alternative aims to sufficiently maintain the integrity of location, design, association, and feeling of the cultural landscape by retaining the Boatyard Office Building as a significant structure to the cultural landscape and interpreting the Tool Shed and Boatyard Office Building in order to maintain the relationship between the Shipwright's Cottage and the significant landscape features along the shoreline.

The Partial Preservation Alternative would be the same as the Project in terms of proposed development at the India Basin Open Space and 700 Innes properties, including the relocation and rehabilitation of 702 Earl Street.

Impacts under the Partial Preservation Alternative would be similar to impacts under the Project with respect to the following environmental topics: Land Use and Planning, Aesthetics,

Population and Housing, Transportation and Circulation, Noise, Air Quality, GHG Emissions, Wind, Shadow, Recreation, Utilities and Service Systems, Public Services, Biological Resources, and Hydrology and Water Quality. Under the Partial Preservation Alternative, the significant features of the India Basin Scow Schooner Boatyard cultural landscape would receive the same treatment as under the Project except for the retention of the Boatyard Office Building and the interpretation of the Tool Shed and Water Tank building. Implementation of Mitigation Measures M-CR-1a, M-CR-1b, M-CR-1c, and, M-CR-1e would lessen impacts of the Partial Preservation Alternative on the India Basin Scow Schooner Boatyard cultural landscape to such a degree that the resource would still be able to convey the characteristics that justify its eligibility for listing in the CRHR. Thus, the overall impact on the India Basin Scow Schooner Boatyard cultural landscape would be less than significant with mitigation, instead of significant and unavoidable with mitigation as under the Project.

The Planning Commission rejects the Partial Preservation Alternative for the following reasons:

1) The Partial Preservation Alternative would result in the same impacts to those disclosed in the EIR for the Project in all topics except Cultural Resources. As noted above, because the Partial Preservation Alternative includes retention of the Boatyard Office Building and interpretation of the Tool Shed and Water Tank building, significant features of the India Basin Scow Schooner Boatyard that contributes to the boatyard's CRHR eligibility, the significant adverse impacts identified for the Project related to the topic of Cultural Resources would be reduced to less than significant with mitigation. Overall, the Partial Preservation Alternative would result in substantially similar environmental impacts as those identified for the Project, except in the topic of Cultural Resources, but would fail to meet the basic objectives of the Project, as explained below.

2) The Partial Preservation Alternative would not meet, or would substantially reduce the ability to meet, the project objectives identified in the EIR, as set forth below. Specifically, the Partial Preservation Alternative would substantially reduce the ability to meet, the following RPD Project objectives identified in the EIR:

   - Because retention of the Boatyard Office building in its current location would affect sightlines to the waterfront, this alternative would only partially meet the objective to "[c]reate a safe environment for park users that includes increased visibility of park spaces, including direct sightlines from bordering streets to the water."

   - Because retention of the Boatyard Office building in its current location would require revisions to site access from Innes Avenue and affect sightlines to the waterfront, this alternative would only partially meet the objective to "[c]reate an entry experience from Innes Avenue that highlights the features of both the cultural and natural landscape, maintains sightlines to the waterfront, and contributes to a seamless park user experience and sense of place as a neighborhood center."

   - This alternative would not "[d]esign park spaces that are safe and inviting and that follow departmental best practices for successful maintenance."

- Because retention of the Boatyard Office building in its current location would require revisions to site access from Innes Avenue and may impact the ADA pathway, this alternative would only partially meet the objective to "[c]reate Americans with Disabilities Act (ADA)–accessible pathways providing waterfront access and safe interactions with highly trafficked routes such as the Class 1 bicycle path."

3) In addition, the Partial Preservation Alternative would result in undesirable results for the park, from a policy perspective. The retention of the Office Building and elements of the Tool Shed would increase opportunities in the park for graffiti, other forms of vandalism, and encampments, especially as there is no programming plan for these buildings and they may remain empty. Moreover, as described above in Section IV, retention of the Boatyard Office Building would be contrary to RPD's broader policy objectives, as expressed in its Strategic Plan, specifically, "Strategy 1: Inspire Public Space," and "Strategy 2: Inspire Play."

For the foregoing reasons, the Planning Commission rejects the Partial Preservation Alternative as infeasible.

C. Alternatives Considered but Rejected from Further Consideration

Three alternatives were considered as part of the FEIR's overall alternatives analysis, but ultimately rejected from detailed analysis. The screening process for identifying viable EIR alternatives included consideration of the following criteria: ability to meet the project objectives; potential ability to substantially lessen or avoid environmental effects associated with the proposed project or variant; and potential feasibility. Those alternatives considered but rejected are as follows:

1. Leave In-Water Structures in Place

An alternative that would not include any in-water redevelopment was explored. This alternative would leave all current piers, piles, and riprap structures in their current condition (including those treated with creosote and/or in a dilapidated, unsafe condition). This alternative would also limit the ability to clean up the site with regard to hazardous materials, as many of the contaminated elements are at the shoreline edge or in the Bay. Without removal and remediation of harmful elements, portions of the properties would be harmful to the public and the Bay ecosystem and unsafe for development and use. Such areas on land and in water would need to be fenced off from the public. In addition, the residential and commercial uses may not be compatible without proper cleanup of the site. Thus, an alternative to leave in-water structures in place was eliminated from further consideration and is not evaluated in the EIR because it fails to meet basic project objectives described above regarding creating a safe environment for park users, public access to the Bay and prioritizing environmental cleanup to promote public health, safety, and welfare. In addition, by not addressing the edge of the Bay adjacent to new development, this alternative would not include landscape that would be adaptive and resilient alongside anticipated sea-level rise or conserve and strengthen natural resources.

2. 100 Percent Affordable Housing

An alternative to use the entire project site for affordable residential housing was explored; however, the cost to conduct hazardous materials cleanup and develop the land entirely with affordable housing residential uses does not make this alternative economically feasible. The property is located on real estate that is one of the last remaining waterfront properties in San Francisco. Constructing 100 percent affordable housing on the entire site would not be financially feasible or practical at this location and does not meet the project objectives related to provision of open space/park uses. To construct affordable housing on the 700 Innes property, all funds otherwise available for public benefits would be directed back into filling the financial gap for construction of these homes; therefore, no funds would be available to improve or build any new parks or open space, provide any transportation improvements, or subsidize any new art installations. This alternative would not meet some of the objectives described above such as including high-quality housing with sufficient density to contribute to 18-hour activity on the project site while offering a mix of unit types and sizes. It would also not provide sufficient mixed-use development capacity with a range of flexible uses that can respond to market demands and attract the private capital necessary to build out the Project in a timely fashion and financially support an array of public benefits, including public open space, a permanent maintenance and operations tax district, community job training and small business development opportunities, public transportation improvements and affordable housing. Moreover, this alternative would not reduce or eliminate any of the Project's environmental effects. Thus, a 100 percent affordable housing alternative was eliminated from further consideration and is not evaluated in the EIR.

3. No Brownfield Redevelopment

An alternative that would not involve any hazardous materials cleanup of the sites that are contaminated was considered. The cost to clean up the site is high and cleanup can take years to accomplish with limited funds. Without removal and remediation of harmful elements, portions of the properties would be harmful and unsafe for development. Therefore, use of the site would be limited and not practical for residential, commercial and recreational use. Some of the project objectives above would not be met including creating a neighborhood center that stimulates meaningful and inclusive local, citywide, and regional community engagement and creating a safe environment for park users, public access to the Bay and prioritizing environmental cleanup to promote public health, safety, and welfare would not be possible. In addition, the opportunity to improve the open space along the Bay would be lost and a seamless park user experience along India Basin that ensures a high level of waterfront and recreation access for neighborhood users, including connectivity to the Blue Greenway/Bay Trail, could not be achieved. Because this alternative does not meet the project objectives, a no brownfield redevelopment alternative was eliminated from further consideration and is not evaluated in the EIR.

4. 100 Percent Open Space/Park Use

An alternative was explored in which the entire site could be used for open space and park purposes that would be owned and operated by RPD. This alternative was considered and eliminated because the funds were not available to develop the entire site as open space/park. The cost of waterfront land in San Francisco is at a premium and the cost to clean up hazardous materials is also very high; therefore, without financial resources from a private developer, this alternative is not practical. Some of the project objectives would not be met as described above

including revitalizing a prime but underutilized southeastern waterfront site with a range of uses designed to increase housing at a range of affordability levels and providing increased business and employment opportunities and pursuing a balanced mix of residential, retail, and office space, as well as R&D space to support a viable, vibrant small-scale neighborhood retail district. In addition, several other objectives such as constructing high-quality housing with sufficient density while offering a mix of unit types, sizes, and affordability to accommodate a range of potential residents, and providing sufficient mixed-use development capacity with a range of flexible uses that can respond to market demands and attract the private capital necessary to build out the project site. As such, a 100 percent open space/park use alternative was eliminated from further consideration and is not evaluated in the EIR.

VI. STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to CEQA Section 21081 and CEQA Guideline Section 15093, the Planning Commission hereby finds, after consideration of the FEIR and the evidence in the record, that each of the specific overriding economic, legal, social, technological and other benefits of the Project as set forth below independently and collectively outweighs the significant and unavoidable impacts and is an overriding consideration warranting approval of the Project. Any one of the reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the Commission will stand by its determination that each individual reason is sufficient. The substantial evidence supporting the various benefits can be found in the preceding findings, which are incorporated by reference into this Section, and in the documents found in the record, as defined in Section I.

On the basis of the above findings and the substantial evidence in the whole record of this proceeding, the Planning Commission specifically finds that there are significant benefits of the Project to support approval of the Project in spite of the unavoidable significant impacts, and therefore makes this Statement of Overriding Considerations. The Commission further finds that, as part of the process of obtaining Project approval, all significant effects on the environment from implementation of the Project have been eliminated or substantially lessened where feasible. All feasible mitigation measures identified in the FEIR/IS and MMRP are adopted as part of the Approval Actions described in Section I, above.

Furthermore, the Commission has determined that any remaining significant effects on the environment found to be unavoidable are acceptable due to the following specific overriding economic, technological, legal, social and other considerations,

The Project will have the following benefits:

- **Housing.** The Project will add up to 1,575 housing units to the City's housing stock, including significant numbers of new below-market rate housing units, including the following:

    - Providing housing that could accommodate a range of household incomes and household types (e.g., families, seniors, singles, and formerly homeless), with

approximately up to 394 below-market rate units (approximately 25 percent of all new units).

- Providing up to 180 units at a level affordable to low income households.
- Providing approximately 139 inclusionary units for moderate income households.
- Providing that certain interim milestones be met as the Project is developed, ensuring that at each of those milestones the rate at which rental units are offered must not exceed, on average, a rate that would be affordable to households earning one hundred ten percent (110%) of Area Median Income.

- **Parks and Open Space**. The Project will create an approximately 20.81-acre network of new and/or improved parkland and open space, pathways, trails, ecological, recreational, neighborhood and cultural areas, including: a new shoreline network which would extend the Blue Greenway/Bay Trail and would provide pedestrian and bicycle connections to and along the shoreline, passive open space, recreation areas, piers, fishing areas, plazas, event areas, tidal marshes, facilities for concessions, drinking fountains, restrooms, passive recreational areas for picnicking, shade structures, bicycle parking, wayfinding signage, and historical and educational displays.

- **Site Remediation**. The Project will include site remediation throughout the Project Site. The 900 Innes and 700 Innes properties would undergo an environmental cleanup to remediate residual contaminants that are present because of historical industrial uses. The properties would be remediated to the levels necessary to protect future employees, residents, visitors, and ecological receptors under future proposed park and recreational uses.

- **Infrastructure.**
  - The Project will provide a thorough geotechnical approach to the site, including improvement of the shoreline.
  - The Project will implement a comprehensive strategy to address potential future sea level rise ("SLR") along with future funding for additional future sea level rise improvements, as set forth in more detail in the Development Agreement, Financing Plan and the Infrastructure Plan.

- **Transportation.** Essential to the development of India Basin are access and mobility improvements that expand transportation options and promote walking, cycling and public transit use over dependence on private automobiles. This spirit echoes the City of San Francisco's pioneering Transit First Policy, and reaffirms the community's commitment to healthy, sustainable, equitable transportation alternatives. The Project's design and development will incorporate innovative and sustainable transit-first policies which will provide significant benefits to residents of and visitors to the project site. These benefits, as set forth in more detail in the Development Agreement and the Transportation Plan, include:

- Delivering a comprehensive transportation program that includes multiple alternatives to use of the private automobile, including extensive bicycle and pedestrian path networks and contributions to transit infrastructure and service.

- Providing a convenient and attractive transit plaza at the intersection of Innes Avenue and Arelious Walker Drive—the main entry to the site. This location places the entire project site, and significant uphill areas within a five-minute walk, facilitating access to improved local and express bus services.

- Expansion of the City's existing transportation systems are proposed to connect the Project to other districts through a network of pedestrian, bicycle, and bus routes, including a comprehensive vision for streetscape and mobility improvements consistent with designs for the India Basin transportation corridor along Innes Avenue, Hunters Point Boulevard, and Evans Avenue, as described in the Hunters Point Shipyard Environmental Impact Report ("HPS EIR"). The Project would facilitate proposed transportation improvements which include new intersection signals and pedestrian crosswalks at five intersections, left-turn pockets at three intersections, and Innes Avenue Streetscape improvements. Transit stops for local and express buses would strategically be located at major entries to the site along Innes Avenue such that all parts of the development, parks, and shoreline are accessible in less than a five-minute walk from the stops. A combination of Class I and Class II bikeways through the site promote cycling as a dominant mode of transportation, and offer safe and continuous routes for all ages. Trails are expanded into a diverse and comprehensive network of pathways to promote a pedestrian-oriented district.

- Providing additional transportation demand management features such as a car-share program, bike-share stations and membership for residents, bicycle maintenance vouchers and bicycle repair stations, multi-modal wayfinding and real-time transportation displays in key locations throughout project site, carpool and vanpools, and a fleet of bicycles available at no charge to residents and employees until bike share stations are available, as detailed in the Project's Development Agreement.

- To promote healthy lifestyles and reduce auto traffic and emissions, street designs are intended to support walking, the use of bicycles, and public transportation.

- **Land Use and Sustainable Development.** The Project will implement a comprehensive sustainability strategy that includes principles, goals, targets and strategies for key elements including site design and land use, landscape and biodiversity, transportation, energy, water and wastewater, materials, solid waste, health, safety and security, community and society and economic development, all of which integrate the best principals of smart growth and quality urban design. Key elements of the Sustainability Plan include the following:

  - Developing a currently underutilized site with integrated open space, contributing to a series of Bayshore mixed-use development and open space.

- Committing to achieving Gold rating under the United States Green Building Council's LEED (Leadership in Energy & Environmental Design) for Neighborhood Development ("ND") rating system (July 2010 version) or its equivalent, while making a good faith effort to achieve the higher Platinum rating.

- Creating a dense, compact land use plan located in close walking proximity to a multi-modal transit node, residents, employees and visitors are encouraged to choose walking, bicycling and transit over the automobile, also enabling a significant portion of the Project Site to be preserved or established as natural habitat.

- Including enough residential density to create a viable community that supports neighborhood serving retail, community facilities, and transit infrastructure and service.

- Rehabilitation of historic resources such as 702 Earl Street and the Shipwright's Cottage.

- Locating neighborhood-serving uses and transit within walking and bicycling distance of all residences, making substantial improvements to the pedestrian and bicycle network, and making each of these modes of transit a viable alternative to automobiles for non-commute trips.

- **Economic Development, Jobs and Community Facilities.**

  - The Project will provide a comprehensive package of educational, social, cultural, environmental, and public safety facilities and programs, including child-care facilities, community meeting rooms and other facilities, a welcome center and public exhibition space, and other recreational facilities. The construction of the Project will provide opportunities to generate thousands of annual construction jobs and hundreds of permanent jobs at project completion, encouraging participation by small and local business enterprises through a comprehensive employment and contracting policy.

  - The Project will invest more than $50 million in infrastructure to serve the site including $16.5 million in transportation improvements.

  - The Project will create temporary construction jobs and permanent jobs in the retail sector and for building operations. These jobs will provide employment opportunities for San Francisco residents, promote the City's role as a commercial center, and provide additional payroll tax revenue to the City, providing direct and indirect economic benefits to the City.

  - Specifically, the Project will create approximately 3,505 construction job opportunities onsite over the build-out of the Project. Total annual payroll during peak periods is estimated to be $270 million. Construction spending will indirectly generate an approximately additional 1,792 jobs total in San Francisco over an approximately 17-year build out.

- In addition, the Project will create approximately 477 net new permanent jobs in the Project Site. Permanent jobs are estimated to generate an annual payroll of $43 million. In addition, economic activity from the Project is projected to generate multiplier effects on other businesses and employment, creating a projected additional 833 jobs from indirect and induced expenditures in the San Francisco economy.

- At full build-out, the Project will provide more than approximately $1,162,940,000 in net new property value (in constant dollars or $1,110,000,000 in nominal dollars).

Having considered the above, and in light of evidence contained in the FEIR and in the record, the Planning Commission finds that the benefits of the Project outweigh the unavoidable adverse environmental effects identified in the FEIR and/or IS, and that those adverse environmental effects are therefore acceptable.

ATTACHMENT B: MITIGATION MONITORING AND REPORTING PROGRAM

AUTHORITY

This Environmental Mitigation Monitoring and Reporting Program (MMRP) has been prepared pursuant to California Environmental Quality Act (known as CEQA [Public Resources Code Sections 21000 et seq.]) Section 21081.6 to provide for the monitoring of mitigation measures required of the India Basin Mixed-Use Project, as set forth in the Draft Environmental Impact Report (Draft EIR) prepared for the Project. This report will be kept on file in the offices of the San Francisco Planning Department (Planning Department), 1650 Mission Street, Fourth Floor, San Francisco, CA, 94103.

If any mitigation measures are not being implemented as to any property within the project site, the Agency and/or City may pursue corrective action against the responsible party for such property identified in Table 1 of this MMRP. Penalties that may be applied include, but are not limited to, the following: (1) a written notification and request for compliance; (2) withholding of permits; (3) administrative fines; (4) a stop-work order; (5) criminal prosecution and/or administrative fines; (6) forfeiture of security bonds or other guarantees; and (7) revocation of permits or other entitlements. These corrective actions shall only be applied against the applicable responsible party identified in Table 1 of this MMRP. To the extent any mitigation measure applies to all project sponsors, the corrective actions shall only be applied against the applicable project sponsor for the affected property for which the mitigation measure is not being implemented.

MONITORING SCHEDULE

Prior to the issuance of building permits, while detailed development plans are being prepared for approval by Agency and/or City staff, Agency and/or City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the project construction, development, and design phases. Agency and/or City staff will prepare or cause to be prepared reports identifying compliance with mitigation measures. Once construction has begun and is underway, monitoring of the mitigation measures associated with construction will be included in the responsibilities of designated Agency and/or City staff, who shall prepare or cause to be prepared reports of such monitoring no less than once a month until construction has been completed. Once construction has been completed, the Agency and/or City will monitor the project as deemed necessary.

CHANGES TO MITIGATION MEASURES

Any substantive change in the monitoring and reporting plan made by Agency and/or Planning Department staff shall be reported in writing to the City Environmental Review Officer. Reference to such changes shall be made in the monthly/yearly Environmental Mitigation Monitoring Report prepared by Planning Department staff. Modifications to the mitigation measures may be made by Planning Department staff subject to one of the following findings, documented by evidence included in the record:

1. The mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program is no longer required because the significant environmental impact identified in the Draft EIR has been found not to exist, or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment, or other factors.

OR

2. The modified or substitute mitigation measure to be included in the Mitigation Monitoring and Reporting Program either provides corrections to text without any substantive change in the intention or meaning of the original mitigation measure, or provides a level of environmental protection equal to or greater than that afforded by the mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program; and the modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to or greater than those which were considered by the responsible hearing bodies in their decisions on the Final EIR and the proposed project; and the modified or substitute mitigation measures are feasible, and the Planning Department, through measures included in the Mitigation Monitoring and Reporting Program or other City procedures, can assure their implementation.

FORMAT OF MITIGATION MONITORING MATRIX

Table 1: Mitigation Monitoring and Reporting Program on the following pages identifies the environmental issue areas for which monitoring is required, the required mitigation measures, the timeframe for monitoring, and the responsible implementing and monitoring agencies. Table 2: Improvement Measure Monitoring and Reporting Program outlines optional measures that are intended to improve an impact that was found by the Planning Department to be less than significant. Improvement measures are not requirements, however, the project sponsors or the Planning Department may elect to implement them.

DEFINITIONS

City's Environmental Review Officer—The Environmental Review Officer at the San Francisco Planning Department, referred to herein as "ERO."

Project sponsors—BUILD, the San Francisco Recreation and Parks Department (RPD), or any other individual who or business that constructs urban land uses. This term shall be construed to mean the subsequent developer(s) who constructs or extends urban land uses through subdivision of land and construction or alteration of structures.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
MITIGATION MEASURES FOR THE INDIA BASIN MIXED-USE PROJECT				
Aesthetics Mitigation Measures				
Mitigation Measure M-AE-3: Implement Good Lighting Practices The project sponsor of the 700 Innes property shall develop a lighting plan for that property, subject to approval by the Planning Department, to address light spillover during operation of the proposed project or variant. The lighting plan shall include the following measures, which would reduce the impact of new lighting sources at the 700 Innes property: • Professionally recommended lighting levels for each activity shall be designed by a professional electrical consulting engineer to meet minimum illumination levels while preventing over-lighting and reducing electricity consumption. • The location, height, cutoff, and angle of all lighting shall be correctly focused on the project site to avoid directing light at neighboring areas. • Shielded fixtures with efficient light bulbs shall be used in uncovered parking areas to prevent any glare and light spillage beyond the property line.	Project sponsor of 700 Innes property and contractor	Before the issuance of first temporary certificate of occupancy.	Planning Department to approve lighting plan, Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities for the applicable project sponsor have ended and the Department of Building Inspection has signed off on implementation of the final approved lighting plan.
Cultural Resources Mitigation Measures				
Mitigation Measure M-CR-1a: Prepare and Implement Historic Preservation Plans and Ensure that Rehabilitation Plans Meet Performance Criteria The project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History and is on the Planning Department's qualified consultant list. This professional shall prepare, and the project sponsors shall implement, a historic preservation plan (HPP) for each of the three historical resources identified on the project site. Each HPP shall consider the historic resource evaluation reports prepared for this project. The HPPs shall incorporate rehabilitation recommendations for protecting character-defining features of the historical resources to be retained and shall include the following elements: • **Historic Preservation Protective Measures.** Each HPP shall be prepared and implemented to aid in preserving those portions of the historical resource that would be retained and/or rehabilitated as part of the project. The HPP shall establish measures to protect the character-defining features from construction equipment that may inadvertently come in contact with the resource. If deemed necessary upon further assessment of the resource's condition, the plan shall include the preliminary stabilization before	Project sponsors/ qualified engineer and/or architectural historian consultant at the direction of the ERO.	Prior to issuance of applicable site permits for each identified historical resource, a HPP shall be prepared. Planning Department Preservation staff shall review and approve the HPP.	A professional architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards and is on the Planning Department's qualified consultant list shall provide progress reports on the implementation of the HPP to the Planning Department throughout the construction period. In addition, the project sponsors shall ensure that the contractor(s) follows the HPP.	Considered complete with regard to each applicable historic resource after construction activities implementing approved HPP for the affected historic resources have ended and the final progress report has been submitted and approved by the Planning Department.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
construction to prevent further deterioration or damage. Specifically, the protection measures shall incorporate construction specifications for the proposed project that require the construction contractor(s) to use all feasible means to avoid damage to historical resources, including but not necessarily limited to the following: – staging equipment and materials as far as possible from historic buildings to avoid direct impact damage; – maintaining a buffer zone when possible between heavy equipment and historical resource(s) as identified by the Planning Department; – appropriately shoring excavation sidewalls to prevent movement of adjacent structures; – ensuring adequate drainage; and ensuring appropriate security to minimize risks of vandalism and fire. • **Relocation Plan for 702 Earl Street.** The HPP for 702 Earl Street shall include a relocation plan to be reviewed and approved by the Planning Department to ensure that character-defining features of the building will be retained. The relocation plan shall include required qualifications for the building relocation company ensuring that the relocation is undertaken by a company that is experienced in moving historic buildings of a similar size and/or structural system as 702 Earl Street. The relocation plan shall ensure that the building will be moved without disassembly and that the building will be separated from its existing foundation without irreparably damaging the character-defining historic fabric of the building. • **Rehabilitation and Retention Plan for India Basin Scow Schooner Cultural Landscape.** The HPP for the cultural landscape shall finalize the designs for the Shipwright's Cottage, and the Tool Shed interpretative structure, if included in the final design. It shall also include a plan for rehabilitation of the Marineway rails. • **New Construction and Maintenance Guidelines for the India Basin Scow Schooner Cultural Landscape.** The HPPs for the India Basin Scow Schooner Cultural Landscape shall establish protocols for the ongoing protection of the character-defining features of the cultural landscape and guidelines to evaluate all future development proposals within the cultural landscape. These guidelines shall include the following: – New construction and site development within or adjacent to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape shall be compatible with the character of the cultural landscape and shall				

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
maintain and support the landscape's character-defining features. – New construction shall draw its form, materials, and color palette from the historic texture and materials of the cultural landscape. – New construction shall be contextually appropriate in terms of massing, size, scale, and architectural features, not only with the remaining historic buildings, but with one another. – New construction shall comply with the Secretary of the Interior's Rehabilitation Standard No. 9: "New Addition, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the integrity of the property and its environment." – A building and structural maintenance plan shall be developed to ensure that the character-defining structures of the cultural landscape are maintained. – A planting and landscape maintenance plan shall be developed to provide ongoing protection of character-defining landscape features of the cultural landscape that will be rehabilitated and/or protected by the project, such as open areas and circulation routes. The plan shall provide guidelines for landscape design within the cultural landscape that maintains the historic and industrial character of the landscape. • **Salvage.** Each HPP for the Shipwright's Cottage and the India Basin Scow Schooner Cultural Landscape shall further investigate and incorporate preservation recommendations regarding the salvage of historic materials for reuse and/or interpretation. The recommendations in the HPPs shall include but not be limited to the following: – Materials to be salvaged from the interior of the Shipwright's Cottage and recommendations for reusing those materials. – Materials to be salvaged from both contributing and noncontributing features of the India Basin Scow Schooner Boatyard Vernacular Cultural landscape, and recommendations for either incorporating such materials into the proposed new construction on the India Basin Shoreline Park property or otherwise reusing those materials. For each HPP, the HPP, including any specifications, monitoring schedule, and other supporting documents, shall be incorporated into the site permit application's plan sets. Planning Department Preservation staff shall review and approve the HPP before a site permit, demolition permit, or any other permit is issued by the San Francisco Department of Building Inspection for				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the rehabilitation of historical resources. The Planning Department shall not issue building permits associated with historical resources until Preservation staff concur that the designs conform to the SOI Standards for Rehabilitation, except for the Tool Shed interpretive structure and the Boatyard Office Building, if included in the final design. Should alternative materials be proposed for replacement of historic materials, they shall be in keeping with the size, scale, color, texture, and general appearance, and shall be approved by Planning Department Preservation staff. The performance criteria shall ensure retention of the character-defining features of each historical resource, as identified in the HPP, which in turn shall be developed in accordance with the HRE developed for the project (San Francisco, 2017b). The project sponsors shall ensure that the contractor(s) follows the HPP. Furthermore, in accordance with the HPP's reporting and monitoring requirements, the consultant architectural historian shall conduct regular periodic inspections of the historical resources under rehabilitation during project construction activities to ensure compliance with the HPP and adherence to the SOI Standards for Rehabilitation. The consultant architectural historian shall provide progress reports to the Planning Department throughout the construction period.				
Mitigation Measure M-CR-1b: Document Historical Resources To reduce adverse effects on historical resources, before the start of demolition, rehabilitation, or relocation, the project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History. This professional shall prepare written and photographic documentation of the three historical resources identified on the project site. The specific scope of the documentation shall be reviewed and approved by the Planning Department but shall include the following elements: • **Measured Drawings.** A set of measured drawings shall be prepared that depict the existing size, scale, and dimension of the historical resources. Planning Department Preservation staff will accept the original architectural drawings or an as-built set of architectural drawings (e.g., plan, section, elevation). Planning Department Preservation staff will assist the consultant in determining the appropriate level of measured drawings. • **Historic American Buildings/Historic American Landscape Survey–Level Photograph.** Either Historic American Buildings/Historic American Landscape Survey (HABS/HALS) standard large-format or digital	Project sponsors/ qualified architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued for each project sponsor.	All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.	Considered complete as to each affected historic resource after all documentation has been reviewed and approved by the Planning Department and final written and photographic documentation is submitted to interested parties for the affected historic resource. This will be done before the demolition or site permits are issued for each affected historic resource.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
photography shall be used. The scope of the digital photographs shall be reviewed by Planning Department Preservation staff for concurrence, and all digital photography shall be conducted according to the latest National Park Service (NPS) standards. The photography shall be undertaken by a qualified professional with demonstrated experience in HABS photography. Photograph views for the data set shall include: – contextual views; – views of each side of the building and interior views, where possible; – oblique views of the building; and – detail views of character-defining features, including features on the interior. All views shall be referenced on a photographic key. This photographic key shall be on a map of the property and shall show the photograph number with an arrow to indicate the direction of the view. Historic photographs shall also be collected, reproduced, and included in the data set. • **HABS/HALS Historical Report.** A written historical narrative and report shall be provided in accordance with the HABS Historical Report Guidelines. In addition, video recordation shall be undertaken before demolition or site permits are issued. The project sponsor shall undertake video documentation of the affected historical resource and its setting. The documentation shall be conducted by a professional videographer, one with experience recording architectural resources. The documentation shall be narrated by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate) set forth by the Secretary of the Interior's Professional Qualification Standards (36 Code of Federal Regulations Part 61). The documentation shall include as much information as possible—using visuals in combination with narration—about the materials, construction methods, current condition, historic use, and historic context of the historical resource. Archival copies of the video documentation shall be submitted to the Planning Department, and to repositories including but not limited to the San Francisco Public Library, the Northwest Information Center of the California Historical Information Resource System, and the California Historical Society. Further, a Print-on-Demand softcover book shall be produced that includes the content from the historical report, historical photographs, HABS/HALS photography, measured drawings, and field notes. The Print-on-Demand book shall be made available to the public for distribution. The project sponsor shall transmit such documentation to the History Room of the San Francisco Public Library, San Francisco Architectural Heritage, the				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Planning Department, the San Francisco Maritime National Historic Park, and the Northwest Information Center. The HABS/HALS documentation scope will determine the requested documentation type for each facility, and the projects sponsors will conduct outreach to identify other interested groups. All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.				
Mitigation Measure M-CR-1c: Develop and Implement an Interpretative Plan The project sponsors shall facilitate the development of an interpretive program focused on the history and environmental setting of each historical resource identified on the project site. This program shall be initially outlined in an interpretive plan subject to review and approval by the Planning Department. The interpretative program shall include but not be limited to the installation of permanent on-site interpretive displays or screens in publicly accessible locations. The plan shall include the proposed format and location of the interpretive content, as well as high-quality graphics and written narratives to be incorporated. Historical photographs, including some of the large-format photographs required by Mitigation Measure M-CR-1b, may be used to illustrate the history. Salvaged materials as required by Mitigation Measure M-CR-1a should also contribute to the interpretative program. The interpretative program should also coordinate with other interpretative displays currently proposed along the Bay, specifically those that focus on shipbuilding at Potrero Point to the north. The interpretative program should also coordinate with maritime or other relevant interpretation programs in San Francisco, such as the San Francisco Maritime National Historic Park and its sailing program that includes the 1891 scow schooner Alma. The interpretative plan should also explore contributing to digital platforms that are publicly accessible, such as the History Pin website or an iPhone application. The primary goal is to educate visitors about the property's historical themes, associations, and lost contributing features within broader historical, social, and physical landscape contexts.	Project sponsors/ qualified architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued for each project sponsor.	Interpretive plan shall be subject to review and approval by the Planning Department.	Considered complete after the interpretive program has been installed and approved by the Planning Department.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-1d: Retain the Boatyard Office Building If feasible, character-defining features of the Boatyard Office building shall be retained by RPD in order to ensure that the building remains a significant feature of the cultural landscape. This would include retention of a portion of the roof form, wood frame structure, and wood cladding so that the massing of the building is still expressed. For example, this may include retention of an open-frame or partially open-frame roof structure with wide eaves supported by a wood frame structure with a portion of the structure clad in retained or replaced-in-kind wood cladding. If possible, the porthole openings on the southeast and southwest façade shall be retained. The amount of the wood cladding and roof structure to be retained will depend upon additional condition assessments of the building, public safety concerns, seismic requirements, visibility and sight lines in relation to park design, and RPD programming.	Project sponsor for the 900 Innes property/ qualified structural engineer and/or architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued.	Planning Department to monitor RPD and project contractor compliance.	Considered complete after construction activities have ended.
Mitigation Measure M-CR-1e: Vibration Protection Plan Where construction activity involving pile driving and other heavy equipment and vehicles would occur in proximity to any historical resources, the project sponsors shall undertake a monitoring program to minimize damage to adjacent historic buildings and to ensure that any such damage is documented and repaired. The monitoring program, which shall apply within 150 feet where pile driving would be used and within 35 feet of other heavy equipment operation, shall include the following components: Prior to the start of any ground-disturbing activity, the project sponsors shall engage a historic architect or qualified historic preservation professional to undertake a pre-construction survey of historical resource(s) identified by the San Francisco Planning Department within 150 feet of planned construction to document and photograph the buildings' existing conditions. The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff. The qualified consultant shall submit an existing conditions documentation scope and vibration monitoring plan to San Francisco Planning Department Preservation staff for review and approval. Based on the construction and condition of the resource(s), a structural engineer or other qualified entity shall establish a maximum vibration level that shall not be exceeded at each historical resource, based on existing	Project sponsors/ qualified acoustical/ vibration consultant at the direction of the Planning Department Preservation staff.	Before demolition or site permits are issued and during construction.	The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff.	Considered complete as to each project sponsor after construction activities for the applicable Project Sponsor have ended and the final monitoring report has been submitted.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
conditions, character-defining features, soils conditions and anticipated construction practices in use at the time (0.12 inch per second, peak particle velocity [PPV], consistent with Federal Transit Administration guidance). To ensure that vibration levels do not exceed the established standard, a qualified acoustical/vibration consultant shall monitor vibration levels at each historical resource within 150 feet of planned construction and shall prohibit vibratory construction activities that generate vibration levels in excess of the standard. Should vibration levels be observed in excess of the standard, construction shall be halted and alternative construction techniques put in practice. (For example, pre-drilled piles could be substituted for driven piles, if soil conditions allow; smaller, lighter equipment could possibly also be used in some cases.) The consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site. Should damage to a historical resource occur as a result of ground-disturbing activity on the site, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity on the site.				
Mitigation Measure M-CR-2a: Undertake an Archeological Testing Program Based on the results of the archeological investigation completed for the proposed project and variant, the remains of two ships, the *Bay City* and the *Caroline*, occur within the study area. Both sets of remains are contributing elements to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape. The proposed Marineway would cross over the identified remains of the *Caroline*, and the viewing platform would be placed over the remains of the *Bay City*. The foundation system of the Marineway and viewing platform have not been fully developed, but the potential exists for piles required for the structure to be driven through the buried vessels. There is also a reasonable presumption that additional archeological resources beyond the remains of the *Bay City* and *Caroline* may be present in the study area. Such currently undiscovered resources could include other ship hulks associated with the Hunters Point Ship Graveyard (which in turn would be contributing elements to the vernacular cultural landscape) and both prehistoric and historic-period archeological sites. As such, the following measures shall be undertaken to avoid any significant adverse effect from the proposed project or variant on buried archeological resources. The project sponsors shall retain the services of an archeological consultant from	Project sponsors/ qualified archeological consultant at the direction of the ERO.	Prior to the issuance of site permits and initiation of construction, during construction, and after the conclusion of all construction activities.	The ERO to review and approve an archeological testing plan and a final archeological resources report.	The ERO to review and approve an archeological testing plan for the applicable project site before the start of construction. Depending on the findings of the archeological testing program, intermittent reports may be submitted by the qualified archeological consultant for each phase of construction within the applicable project site. The final archeological resources report will be submitted after the conclusion of all construction activities.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the rotational Qualified Archeological Consultants List (QACL), maintained by the Planning Department's archeologist. The project sponsors shall contact the Planning Department archeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program, if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO. Archeological monitoring and/or data recovery programs required by this measure could suspend project construction for up to 4 weeks. At the direction of the ERO, the suspension of construction can be extended beyond 4 weeks only if such a suspension is the only feasible means to reduce the potential effects on a significant archeological resource, as defined in State CEQA Guidelines Sections 15064.5(a) and 15064.5(c), to less than significant with mitigation. **Consultation with Descendant Communities.** Upon discovery of an archeological site associated with Native Americans, the overseas Chinese, or other potentially interested descendant groups, an appropriate representative of the descendant group and the ERO shall be contacted. The descendant group's representative shall be given the opportunity to monitor archeological field investigations of the site and to consult with the ERO regarding appropriate archeological treatment of the site, data recovered from the site, and if applicable, any interpretative treatment of the associated archeological site. A copy of the final archeological resources report shall be provided to the representative of the descendant group. **Archeological Testing Plan.** The archeological consultant shall prepare and submit to the ERO for review and approval an archeological testing plan (ATP). The archeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archeological resource(s) that could be adversely affected by the proposed project or variant, the testing method to be used, and the locations recommended for testing. The purpose of the archeological testing program shall be to determine the presence or absence of archeological resources to the extent possible, and to identify and evaluate whether any archeological resource encountered on the site constitutes a historical resource under CEQA.				

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the ERO. If the archeological consultant finds, based on the archeological testing program, that significant archeological resources may be present, the ERO acting in consultation with the archeological consultant shall determine whether additional measures are warranted. Additional measures that may be undertaken include further archeological testing, archeological monitoring, and/or an archeological data recovery program. If the ERO determines that a significant archeological resource is present and that the proposed project or variant could adversely affect the resource, then one of the following measures shall be implemented, at the discretion of the project sponsors, depending on the location of the resource: • The proposed project or variant shall be redesigned to avoid any adverse effect on the significant archeological resource. OR • A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater significance for interpretation than for research and that interpretive use of the resource is feasible. **Archeological Monitoring Program.** If the ERO acting in consultation with the archeological consultant determines that an archeological monitoring program (AMP) shall be implemented, the archeological monitoring program shall include the following provisions, at a minimum: • The archeological consultant, the project sponsors (depending on the location of the resource and/or area of concern), and the ERO shall meet and consult on the scope of the archeological monitoring program a reasonable amount of time before the start of any project-related soil-disturbing activities. The ERO, in consultation with the archeological consultant, shall determine which project activities shall be subject to archeological monitoring. A single AMP or multiple AMPs may be produced to be consistent with project phasing. In most cases, any soil-disturbing activities, such as demolition, foundation removal, excavation, grading, installation of utilities, foundation work, pile driving (e.g., foundation, shoring), and site remediation, shall require archeological monitoring because of the risk these activities pose to potential archeological resources and their depositional context. • The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), shall explain how to identify evidence of the expected resource(s), and shall identify the appropriate protocol in case of the apparent discovery of an archeological resource.				

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits. • The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis. • If an intact archeological deposit is encountered, all soil-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition, excavation, pile driving, and other construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (e.g., foundation, shoring) the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archeological consultant shall immediately notify the ERO of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO. Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO. Intermittent reports shall be submitted for each phase of construction. **Archeological Data Recovery Program.** The archeological data recovery program shall be conducted in accordance with an archeological data recovery plan (ADRP). The archeological consultant, project sponsors (dependent on location of resource requiring implementation of this mitigation measure), and ERO shall meet and agree regarding the scope of the ADRP before preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO for each phase of construction or for the overall construction effort. The ADRP shall identify how the proposed data recovery program would preserve the significant information the archeological resource is expected to contain. That is, the ADRP shall identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, will be limited to the portions of the historical property that can be adversely affected by the proposed project or				

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
variant. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical. The scope of the ADRP shall include: • descriptions of proposed field strategies, procedures, and operations; • a description of the selected cataloguing system and artifact analysis procedures; • a description of and rationale for field and post-field discard and deaccession policies; • consideration of an on-site/off-site public interpretive program during the course of the ADRP; • recommended security measures to protect the archeological resource from vandalism, looting, and unintentionally damaging activities; • a description of the proposed report format and distribution of results; and • a description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. **Final Archeological Resources Report**. The archeological consultant shall submit a draft final archeological resources report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. The FARR will be submitted after the conclusion of all construction activities that are required for the entire project. Information that can put any archeological resource at risk shall be provided in a separate removable insert within the final report. Once approved by the ERO, copies of the FARR shall be distributed as follows: • The Northwest Information Center shall receive one copy. • The ERO shall receive a copy of the transmittal of the FARR to the Northwest Information Center. • The Environmental Planning division of the Planning Department shall receive one bound, one unbound, and one unlocked searchable PDF copy on CD of the FARR, along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the NRHP/CRHR. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-3a: Implement Legally Required Measures in the Event of Inadvertent Discovery of Human Remains The following measures shall be implemented in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and the ERO, and in the event of the Coroner's determination that the human remains are Native American remains, notification of the Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archeological consultant, project sponsors, ERO, and MLD shall have up to but not beyond 6 days of discovery to make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (State CEQA Guidelines Section 15064.5([d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept recommendations of an MLD. The archeological consultant shall retain possession of any Native American human remains and associated or unassociated burial objects until completion of any scientific analyses of the human remains or objects as specified in the treatment agreement if such as agreement has been made or, otherwise, as determined by the archeological consultant and the ERO.	Project sponsors/ construction contractor/ archeological consultant, at the direction of the ERO.	During construction in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials.	The Planning Department to monitor sponsor and contractor compliance.	In the event of the discovery of human remains and associated burial-related cultural materials, considered complete after reburial or permanent disposition of any discovered human remains and burial-related cultural materials and approval of the final archeological resources report.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-4a: Implement Tribal Cultural Resources Interpretive Program If the ERO determines that preservation in place of the tribal cultural resource pursuant to Mitigation Measure M-CR-2a, "Undertake an Archeological Testing Program," is both feasible and effective, then the archeological consultant shall prepare an archeological resource preservation plan (ARPP). Implementation of the approved ARPP by the archeological consultant shall be required when feasible. If the ERO determines that preservation in place of the tribal cultural resource is not a sufficient or feasible option, then the project sponsors shall implement an interpretive program of the tribal cultural resource in consultation with affiliated Native American tribal representatives. An interpretive plan produced in consultation with affiliated Native American tribal representatives, at a minimum, and approved by the ERO would be required to guide the interpretive program. The plan shall identify proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays.	Project Sponsors and qualified archeological consultant.	During construction.	Planning Department.	Considered complete after the archeological resource preservation plan or interpretive plan of the tribal cultural resource in consultation with affiliated Native American tribal representatives have been approved by the ERO and implementation of preservation or interpretive program.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Transportation and Circulation Mitigation Measures				
Mitigation Measure M-TR-3P: Implement Transit Capacity Improvements (Proposed Project) The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described below would mitigate the transit capacity impact of the proposed project to less than significant. • **Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point/Hunters Point Shipyard Phase II Transportation Plan is in Operation** The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O'Shaughnessy for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O'Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. This increased frequency is set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors' funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the proposed project, all transit trips generated at the project site result from the proposed development at the 700 Innes property. Under Option 1, the increased frequency on the 44 O'Shaughnessy would result in increased passenger capacity along the route (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold. Mitigation Measure M-TR-3P, Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.	Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)	Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour). Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the	SFMTA (Option 1) or project sponsor of the 700 Innes property (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.	Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• **Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART. A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan's transit service improvements are in place. If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni route is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors for the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni route. Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the proposed project above the 85 percent utilization threshold, with a 20 percent contingency factor. Mitigation Measure M-TR-3P, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.		significant impact (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour)		

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-TR-3V: Implement Transit Capacity Improvements (Variant) The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described would mitigate the transit capacity impact of the variant to less than significant. • **Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O'Shaughnessy and 48 Quintara–24th Street (which will replace the 19 Polk's route along Evans Avenue, Hunters Point Boulevard, and Innes Avenue) for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O'Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. The frequency of the 48 Quintara–24th Street shall be increased from every 15 minutes to every 10 minutes during both the a.m. and p.m. peak periods. These increased frequencies are set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors' funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the variant, all transit trips generated at the project site result from the proposed development at the 700 Innes property. Under Option 1, the increased frequency on the 44 O'Shaughnessy and 48 Quintara–24th Street would result in increased passenger capacity along these routes (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold. Mitigation Measure M-TR-3V, Option 1 would be implemented prior to the issuance of building permits for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit	Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)	Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour). Option 2 would be implemented prior to the issuance of the Temporary	SFMTA (Option 1) or project sponsor of 700 Innes property (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.	Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction. • **Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required,, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART. A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan's transit service improvements are in place. If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni routes is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors of the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni routes. Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the variant above the 85 percent utilization threshold, with a 20 percent contingency factor.		Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour)		

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Mitigation Measure M-TR-3V, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.				
Mitigation Measure M-TR-8V: Implement Passenger Loading Strategies for the School (Variant) Once school enrollment reaches 22 students, the school proposed for the 700 Innes property under the variant shall provide and enforce a pick-up/drop-off plan subject to review and approval by SFMTA to minimize disruptions to traffic, bicycle, and pedestrian circulation associated with school pick-up/drop-off activities and ensure safety for all modes. This plan shall include elements such as the size and location of loading zone(s), parking monitors, staggered drop-offs, a number system for cars, one-way circulation, encouragement of carpools/ride-sharing, and a safety education program. The safety education program shall be targeted at school students, guardians, and staff, as well as residents and businesses near the school site. Informational materials targeted to guardians and nearby residents and employees shall focus on the importance of vehicular safety, locations of school crossings, and school zone speed limits and hours.	Project sponsor for 700 Innes property and school administrator.	Once school enrollment reaches 22 students, the project sponsors and school administrator are required to submit a pick-up/drop-off plan to SFMTA for approval.	School administrator and SFMTA.	Plan is required once school enrollment reaches 22 students and is deemed complete once the plan is approved by SFMTA and the plan is implemented and enforced.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-C-TR-2: Implement Transit-Only Lanes SFMTA shall convert one of the two travel lanes in each direction of the Evans Avenue–Hunters Point Boulevard–Innes Avenue–Donohue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/ Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections. The transit-only lanes would be located in the curbside lanes, similar to those identified for Evans Avenue between Third Street and Jennings Street as part of the CPHPS EIR, and would improve bus travel speed and travel time reliability along the corridor. The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first. The SFMTA shall monitor transit service and travel time along the corridor to assess when this threshold is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA. The project sponsors' fair-share portion of this cumulative mitigation measure under either the proposed project or the variant shall be based on the relative proportion of vehicle-trips contributed by the proposed project or the variant to cumulative traffic conditions such that mitigation would be needed. In this case, the fair share was determined by calculating the ratio of the total trips added by the project at the three study intersections adjacent to the 700 Innes property to the sum of eastbound and westbound through traffic without the project. Since the impact would occur during both the weekday a.m. and p.m. peak periods, the higher of the ratios for each individual peak period was conservatively selected to determine the fair-share contribution. This fair-share contribution would be 38 percent for the proposed project and 50 percent for the variant. Responsibility among the project sponsors for the four properties would then be further subdivided based on the relative proportion of vehicle-trips generated by each of the four properties. In this case, 1 percent of the vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property.	SFMTA	The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first.	SFMTA	The SFMTA shall monitor transit service and travel time along the corridor to assess when the threshold in M-C-TR-2 is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Noise Mitigation Measures				
Mitigation Measure M-NO-2a: Implement Noise Control Measures during Project Construction The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures at all project site properties during construction: • Power construction equipment shall be equipped with best available state-of-the-art noise-shielding and muffling devices. All equipment shall be properly maintained to prevent the generation of additional noise attributable to worn or improperly maintained parts. • Stationary-source construction equipment that may have a flexible location on-site (e.g., generators and compressors) shall be located to maintain the greatest feasible distance from sensitive land uses, and unnecessary idling of equipment shall be prohibited. • Where construction activities are to occur within 100 feet of a noise-sensitive receptor, either an existing off-site receptor or a future on-site receptor, a temporary noise barrier that will break the line of sight between the construction equipment and the sensitive receptor shall be placed to provide a minimum of 3-5 dBA noise reduction at the exterior of the noise-sensitive receptor.	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.
Mitigation Measure M-NO-2b: Implement Noise Control Measures for Pile Driving The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures for pile driving at all project site properties during construction: • When pile driving is to occur within 600 feet of a noise-sensitive receptor (e.g., residential use), alternative quiet-pile driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible (based on soil/strata and other conditions as reviewed by and approved by the project engineer). Alternative quiet-pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled-displacement. At the noise-sensitive receptor, noise from non-impact type pile-driving methodology shall not exceed an hourly L_{eq} equal to the applicable ambient + 10 dBA standard. • When applied within 600 feet of a noise-sensitive receptor (e.g., residential use), impact-type pile driving equipment shall be properly fitted with an intake and exhaust muffler and a sound-attenuating shroud, as specified by	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the manufacturer. The net effect of these noise control and sound-attenuating measures, which can also include a temporary sound barrier, shall provide sufficient noise reduction, relative to a non-shrouded operating impact pile-driving process, so that hourly L_{eq} noise from the pile-driving equipment at the noise-sensitive receptor does not exceed the applicable ambient + 10 dBA standard.				
Mitigation Measure M-NO-3: Design Future Noise-Generating Uses near Residential Uses to Minimize the Potential for Noise Conflicts Future noise-generating land uses shall be designed to minimize the potential for sleep disturbance at any future nearby residential uses (700 Innes) or existing nearby offsite residential receptors. Design approaches such as the following could be incorporated into future development plans for future noise-generating land uses to minimize the potential for noise conflicts from such uses with on-site sensitive receptors. • **Design of Future Noise-Generating Uses.** To reduce potential conflicts between sensitive receptors and new noise-generating land uses located adjacent or nearby to these receptors, exterior facilities such as loading areas/docks, trash enclosures, and surface parking lots shall be located on the sides of buildings facing away from existing or planned sensitive receptors (residences). If this is not feasible, these types of facilities shall be enclosed or equipped with appropriate noise shielding. • **Stationary Equipment Noise Controls.** Noise attenuation measures shall be incorporated into all stationary equipment (including HVAC equipment, and emergency generators if present) installed on all buildings that include such stationary equipment. These noise attenuation measures shall be incorporated as necessary to meet noise limits specified in Section 2909 of the Police Code. Interior noise limits shall be met under both existing and future noise conditions, accounting for foreseeable changes in noise conditions in the future (i.e., changes in on-site building configurations). Noise attenuation measures can include providing sound enclosures/barriers, adding roof parapets to block noise, increasing setback distances from sensitive receptors, providing louvered vent openings, locating vent openings away from adjacent commercial uses, and restricting generator testing to the daytime hours.	Project sponsors and construction contractor.	Prior to the issuance of a building permit for each commercial/office building.	Planning Department	Considered complete after submittal and approval of construction plans by the Planning Department.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-NO-6: Implement Vibration Mitigation Measure for Pile Driving The project sponsor shall implement the following vibration control measure for pile driving during project construction: • When pile driving is to occur within 150 feet of a noise-sensitive receptor (e.g., residential use), alternative low-vibration driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible, based on soil/strata and other conditions as reviewed by and approved by the project engineer. Alternative pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled displacement. • If the receiving land use is a historic structure, the project sponsor shall implement vibration monitoring during the vibration-causing process and/or equipment to ensure that measured levels (e.g., vibration velocity) at the receptor are compliant with the 0.12 in/sec peak particle velocity (PPV) standard. If measured vibration levels are found to exceed this standard, the process shall be suspended to assess the occurrence of damage and implement vibration isolation enhancements (e.g., trenches, shoring, etc.) as deemed necessary to enable compliant vibration levels upon resumption of activity. If damage to a building(s) occurs, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity.	Project sponsors/ project engineer/ construction contractor, and Planning Department.	Prior to pile-driving activities on the 900 Innes property, India Basin Open Space, and 700 Innes properties.	Planning Department	Considered complete after the completion of all pile-driving activities.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Air Quality Mitigation Measures				
Mitigation Measure M-AQ-1a: Minimize Off-Road Construction Equipment Emissions The project sponsors shall comply with the following requirements: A. **Construction Emissions Minimization Plan.** Before a construction permit is issued for each project phase or property, as applicable, the project sponsors shall submit construction emissions minimization plans to the Environmental Review Officer (ERO) or the ERO's designated representative for review and approval. The construction emissions minimization plans shall detail compliance with the following requirements: (1) All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements: a) Where access to alternative sources of power is reasonably available, portable diesel engines shall be prohibited. b) Where portable diesel engines are required because alternative sources of power are not reasonably available, all off-road equipment shall have engines that meet either EPA or ARB Tier 4 Final off-road emission standards. If engines that comply with Tier 4 Final off-road emission standards are not commercially available, then the project sponsor shall provide the next cleanest piece of off-road equipment as provided by the step-down schedules in Table M-AQ-1a-1. i. For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 Final engines taking into consideration factors such as (i) critical-path timing of construction; (ii) geographic proximity to the project site of equipment; and (iii) geographic proximity of access to off-haul deposit sites. ii. The project sponsor shall maintain records concerning its efforts to comply with this requirement.	Project sponsors and ERO or ERO's designated representative.	The construction emissions minimization plan shall be submitted and approved before a construction permit is issued for each project phase or property.	The Planning Department, ERO, or the ERO's designated representative for review and approval.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule

TABLE M-AQ-1a-1
OFF-ROAD EQUIPMENT COMPLIANCE STEP-DOWN SCHEDULE

Compliance Alternative	*Engine Emissions Standard*	*Emissions Control*
1	*Tier 4 Interim*	*N/A*
2	*Tier 3*	*ARB Level 3 VDECS*
3	*Tier 2*	*ARB Level 3 VDECS*

How to use the table: If the requirements of (A)(1)(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met, etc.

(2) The project sponsor shall require in its construction contracts that the idling time for off-road and on-road equipment be limited to no more than 2 minutes, except as provided in exceptions to the applicable State regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, and Chinese) in designated queuing areas and at the construction site to remind operators of the 2-minute idling limit.

(3) The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.

(4) The construction emissions minimization plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include but are not

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
limited to equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used.				
(5) The project sponsor shall keep the construction emissions minimization plan available for public review on-site during working hours. The project sponsor shall post at the perimeter of the project site a legible and visible sign summarizing the requirements of the plan. The sign shall also state that the public may ask to inspect the construction emissions minimization plan at any time during working hours, and shall explain how to request inspection of the plan. Signs shall be posted on all sides of the construction site that face a public right-of-way. The project sponsor shall provide copies of the construction emissions minimization plan to members of the public as requested.				
B. Reporting. Quarterly reports shall be submitted to the ERO or the ERO's designated representative indicating the construction phase and off-road equipment information used during each phase, including the information required in A(4).				
(1) Within 6 months of the completion of construction activities, the project sponsor shall submit to the ERO or the ERO's designated representative a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4).				
C. Certification Statement and On-site Requirements. Before the start of construction activities, the project sponsor must certify that it is in compliance with the construction emissions minimization plan, and that all applicable requirements of the plan have been incorporated into contract specifications.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1b: Minimize On-Road Construction Equipment Emissions The project sponsors shall include in all construction contracts a requirement for construction contractors to implement the following measures to reduce construction haul truck emissions, to the extent commercially available (taking into consideration such factors as critical-path timing and geographic proximity). **A. Engine Requirements** 1) All on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used in connection with the project site (such as haul trucks, water trucks, dump trucks, and concrete trucks) shall be model year 2010 or newer, where feasible in light of commercial availability. **B. Construction Emissions Minimization Plan.** As part of the construction emissions minimization plan identified above in Mitigation Measure M-AQ-1a, Section A, the construction contract shall state, in reasonable detail, how the contractor shall meet the requirements of Section A. 1) The construction emissions minimization plan shall include the model year of the heavy-duty trucks with a gross vehicle weight rating of 19,500 pounds or greater and estimates of the expected fuel usage (or miles traveled or hours of operation, as relevant) for the on-road haul truck fleet. For on-road trucks using alternative fuels, the description shall also specify the type of alternative fuel being used. 2) See Mitigation Measure M-AQ-1a, Section A, Part 5. **C. Reporting.** See Mitigation Measure M-AQ-1a, Section B. **D. Monitoring.** See Mitigation Measure M-AQ-1a, Section C.	Project sponsors, construction contractors, and ERO or ERO's designated representative.	Prior to the issuance of building permits and on-going during construction.	Planning Department.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1c: Utilize Best Available Control Technology for In-Water Construction Equipment The project sponsors shall include in construction contracts a requirement to implement the following measures to reduce emissions from in-water equipment: A. **Engine Requirements** 1) The construction barge shall have engines that meet or exceed EPA marine engine Tier 3 emissions standards, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). 2) The project sponsors shall also ensure that the construction work boat engines shall be model year 2005 or newer or meet NO_X and PM emissions standards for that model year, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). **B. Construction Emissions Minimization Plan.** As part of the construction emissions minimization plan identified above under Mitigation Measure M-AQ-1a, Section A, the contractor shall state, in reasonable detail, how the contractor shall meet the requirements of Section A. 1) The construction emissions minimization plan shall include estimates of the construction timeline by phase, with a description of how each piece of in-water equipment (e.g., barge engines, work boats) required for every construction phase will comply with the engine requirements stated above. The plan shall also include expected fuel usage and hours of operation for in-water equipment. For in-water equipment using alternative fuels, the description shall also specify the type of alternative fuel being used. 2) See Mitigation Measure M-AQ-1a, Section A, Part 5. **C. Reporting.** See Mitigation Measure M-AQ-1a, Section B. **D. Monitoring.** See Mitigation Measure M-AQ-1a, Section C.	Project sponsors, construction contractors, and ERO or ERO's designated representative.	Prior to the issuance of building permits and on-going during construction.	Planning Department.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1d: Offset Emissions for Construction and Operational Ozone Precursor (NOx and ROG) Emissions Before the first construction permit is issued, the project sponsors, with oversight of the ERO or the ERO's designated representative, shall implement one of the following measures: (1) Directly fund or implement specific emissions offset project(s) within the SFBAAB to achieve the one-time reduction of 6 tons of ozone precursor emissions. This amount is intended to offset the maximum emissions year during construction or operations (or overlapping construction and operations) that would exceed the 10 tons per year thresholds for each NOx and ROG, which would occur during operations of the fully built project. Specifically, the worst-case mitigated operational emissions are associated with the variant and are estimated at 11.96 tons per year of ROG emissions and 14 tons per year of NOx emissions, which would exceed the 10-tons NOx and ROG annual thresholds by 1.96 tons and 4 tons, respectively. Thus, the combined ozone precursor emissions (NOx and ROG) would exceed the annual 10-tons threshold in total by 5.96 tons and requires an offset of 6 tons of NOx and ROG emissions. To qualify under this mitigation measure, the specific offset project(s) shall result in 6 tons of NOx and ROG emissions reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements. Preferred offset project(s) are implemented locally within the City and County of San Francisco. Before implementation of the offset project(s), the project sponsors shall obtain the ERO's approval of the offset project(s) by providing documentation of the associated estimated reduction amount of NO_X and ROG emissions (in tons per year) within the SFBAAB. The project sponsors shall also notify the ERO within 6 months of completion of the offset project(s) for verification. or (2) Pay a one-time mitigation emissions offset fee to the BAAQMD Bay Area Clean Air Foundation to fund BAAQMD's reduction effort in the SFBAAB of 6 tons of ozone precursor emissions. Specifically, the worst-case mitigation offset fee is associated with the variant offset amount of 6 annual tons of combined NO_X and ROG emissions and will be at a cost per ton consistent with Appendix G of the Carl Moyer grant guidelines in effect at the date of the first construction permit issuance . This fee is currently estimated to be $30,000 per weighted ton per year of ozone precursor emissions (plus a 5 percent administrative fee). The mitigation offset fee shall fund one or more emissions reduction projects within the SFBAAB.	Project sponsors and the ERO or the ERO's designated representative.	Prior to the issuance of the first construction permit.	Planning Department, ERO, or the ERO's designated representative.	Considered complete once the project sponsors notify the ERO within 6 months of completion of the offset project(s) for verification, or after the project sponsors provide documentation of offset fee payment to the ERO.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
This one-time fee is intended to fund reduction project(s) for purposes of offsetting the estimated annual tonnage of combined construction and operational emissions under the variant buildout scenario, which is conservatively assumed to occur in 2022. The project sponsors shall also provide documentation of offset fee payment to the ERO. Acceptance of this fee by BAAQMD shall serve as acknowledgment and a commitment by BAAQMD to one or more emissions reduction project(s) within one year of receipt of the mitigation fee to achieve the emissions reduction objectives specified above. BAAQMD shall provide documentation to the ERO and to the project sponsors describing the emission reduction project(s) funded by the mitigation fee, including the amount of emissions of ROG and NO_X reduced (in tons per year) within the SFBAAB from the emissions reduction project(s). If any portion of the mitigation offset fee remains unspent after implementation of the emission reduction project(s), the project sponsors shall be entitled to a refund in that amount from BAAQMD. To qualify under this mitigation measure, the specific emissions reduction project(s) shall result in emission reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements. If the project sponsors commit to the land use assumptions consistent with the proposed project (rather than with the variant) for the term of the development agreement, the one-time reduction of 6 tons of ozone precursor emissions listed above under (1) and (2) shall be reduced to a one-time reduction of 3 tons of ozone precursor emissions. This 3 tons reduction amount is intended to offset the maximum emissions year conservatively assumed to occur during the second year of proposed project construction in 2019. Specifically, the mitigated construction related NOx emissions for the proposed project are estimated at 12.60 tons, which would exceed the 10-tons threshold by 2.6 tons and require an offset of 3 tons of NOx.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators To reduce operational NO_X and PM emissions under the proposed project or variant, the project sponsors, as applicable, shall require in applicable contracts that the operational backup diesel generators: (1) comply with ARB Airborne Toxic Control Measure emissions standards for model year 2008 or newer engines; and (2) meet or exceed one of the following emission standards for particulate matter: (A) Tier 4 final certified engine or (B) Tier 4 interim or Tier 3 certified engine that is equipped with an ARB Level 3 VDECS. A nonverified diesel emissions control strategy may be used if the filter has the same PM reduction as the identical ARB-verified model and BAAQMD approves of its use. The project sponsors, as applicable, shall submit documentation of compliance with the BAAQMD NSR permitting process (Regulation 2, Rule 2, and Regulation 2, Rule 5) and the emissions standard requirement of this measure to the Planning Department for review and approval before a permit for a backup diesel generator is issued by any City agency. Once operational, all diesel backup generators shall be maintained in good working order for the life of the equipment and any future replacement of the diesel backup generators shall be required to be consistent with these emissions specifications. The operator of the facility at which the generator is located shall maintain records of the testing schedule for each diesel backup generator for the life of that diesel backup generator. The facility operator shall provide this information for review to the Planning Department within 3 months of a request for such information.	Project sponsor and construction contractor.	Prior to issuance of a permit for each backup diesel generator.	Project sponsor shall submit documentation of compliance to the Planning Department for review and approval within 3 months of a request for such information.	Considered complete upon review and approval of documentation by Planning Department staff.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1f: Prepare and Implement Transportation Demand Management To reduce operational mobile source emissions, the project sponsors shall prepare and implement a transportation demand management (TDM) plan. The TDM plan shall have a goal of reducing estimated aggregate daily one-way vehicle trips associated with the 700 Innes and India Basin Open Space properties by at least 15 percent compared to the aggregate daily one-way vehicle trips identified in the project-related Transportation Impact Study dated July 2017 and the Supplement to the Transportation Impact Study, dated April 27, 2018, (together, the "Final Transportation Impact Study") and included in EIR Appendix D as calculated before the imposition of TDM measures. To ensure that this reduction goal could be reasonably achieved, the project sponsors shall have a TDM plan with a goal of reducing the daily one-way vehicle trips to and from the project site by 15 percent for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, relative to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the Final Transportation Impact Study as calculated before the imposition of TDM measure. The calculations shall use the baseline scenario trip generation rates contained in the Final Transportation Impact Study until the point at which SFMTA provides 1,000 passenger capacity per weekday PM peak hour along Innes Avenue, at which point the calculations shall use the Cumulative scenario trip rates in the Final Transportation Impact Study. There shall be a transportation management association that would be responsible for the administration, monitoring, and adjustment of the TDM plan. The project sponsors shall be responsible for monitoring implementation of the TDM plan and proposing adjustments to the plan if its goal is not being achieved, in accordance with the following provisions. The TDM plan may include but is not limited to the types of measures summarized below by way of example. Actual TDM measures selected should include those from the City's adopted TDM Program Standards, which describe the scope and applicability of candidate measures in detail and include: • **Active Transportation:** Streetscape improvements to encourage walking, secure bicycle parking, shower and locker facilities for cyclists, subsidized bikeshare memberships for project occupants, bicycle repair and maintenance services, and other bicycle-related services.	Project sponsors of 700 Innes and India Basin Open Space properties and transportation consultant to prepare the TDM Plan, which will be implemented by the TDM Coordinator and building management and will be binding on all development parcels within 700 Innes and India Basin Open Space properties.	TDM Coordinator and/or project sponsors to prepare TDM Plan and submit to Planning Department and SFMTA staff prior to approval of the site permit application for first building. The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building. The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant.	TDM Coordinator to submit the TDM Plan to Planning Department And SFMTA staff for review and approval. Transportation Coordinator to submit monitoring report per reporting periods to Planning Department staff and implement TDM Plan Adjustments (if required).	The TDM Plan is required for the duration of the proposed project or variant. Monitoring reports would be on-going during project buildout, or until eight consecutive reporting periods show that the fully-built project has met its reduction goals. If after eight reporting periods the sponsor achieves TDM Plan reduction goal, the eighth monitoring report can be deemed the final TDM Plan report. However, if the TDM Plan reductions cannot be met, the project sponsors can elect to pay an additional offset fee. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• **Car-Share**: Car-share parking spaces and subsidized memberships for project occupants. • **Delivery**: Amenities and services to support delivery of goods to project occupants. • **Family-Oriented Measures**: On-site childcare and other amenities to support the use of sustainable transportation modes by families. • **High-Occupancy Vehicles**: Carpooling/vanpooling incentives and shuttle bus service. • **Information and Communications**: Multimodal wayfinding signage, transportation information displays, and tailored transportation marketing services. • **Land Use**: On-site affordable housing and healthy food retail services in underserved areas. • **Parking**: Unbundled parking, short-term daily parking, parking cash-out offers, and reduced off-street parking supply. The TDM plan shall describe each measure, including the degree of implementation (e.g., how long will it be in place, how many tenants or visitors it will benefit, on which locations within the site it will be placed) and the population that each measure is intended to serve (e.g., residential tenants, retail visitors, employees of tenants, visitors). The TDM plan shall commit to monitoring of vehicle trips to and from the project site to determine the plan's effectiveness, as described in "TDM Plan Monitoring and Reporting" below. The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building. The TDM plan shall be submitted to the Planning Department for approval to ensure that components of the plan intended to meet the reduction target are shown in the plan and/or ready to be implemented upon the issuance of each certificate of occupancy. The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant. **TDM Plan Monitoring and Reporting**: The TDM Coordinator shall collect data, prepare monitoring reports, and submit them to the Planning Department. To ensure that the goal of reducing by at least 15 percent the aggregate daily one-way vehicle trips is reasonably achievable, the project sponsor shall				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
monitor daily one-way vehicle trips for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, and shall compare these vehicle trips to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the project's Final Transportation Impact Study. **Timing.** The TDM Coordinator shall collect monitoring data and shall begin submitting monitoring reports to the Planning Department 18 months after issuance of the first certificate of occupancy for buildings that are at least 75 percent occupied on the 700 Innes property that include off-street parking or the establishment of surface parking lots or garages. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until five consecutive reporting periods show that the fully built project has met the reduction goal. From that point on, monitoring data shall be submitted to the Planning Department once every three years. Each trip count and survey (see below for description) shall be completed within 30 days after the end of the applicable reporting period. Each monitoring report shall be completed within 90 days after the applicable reporting period. The timing of monitoring reports shall be modified so that a new monitoring report is submitted 12 months after adjustments are made to the TDM plan to meet the reduction goal, as may be required under the "TDM Plan Adjustments" heading, below. In addition, the Planning Department may modify the timing of monitoring reports as needed to consolidate this requirement with other monitoring and/or reporting requirements for the proposed project or variant, such as annual reporting under the proposed project's or variant's development agreement. **Term.** The project sponsors shall monitor, submit monitoring reports, and make plan adjustments until the earlier of: (i) the expiration of the development agreement, or (ii) the date the Planning Department determines that the reduction goal has been met for up to eight consecutive reporting periods. **Components:** The monitoring and reporting, including trip counts, surveys and travel demand information, shall include the following components or comparable alternative methodology and components, as approved, accepted or provided by Planning Department staff: (1) Trip Count and Intercept Survey: Provide a site-wide trip count and intercept survey of persons and vehicles arriving and leaving the project site for no less than two days during the reporting period between 6:00 a.m. and 8:00 p.m. One day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during one week				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
without federally recognized holidays, and another day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during another week without federally recognized holidays. The trip count and intercept survey shall be prepared by a qualified transportation or survey consultant, and the Planning Department shall approve the methodology prior to the Project Sponsors conducting the components of the trip count and intercept survey. The Planning Department anticipates it will have a standard trip count and intercept survey methodology developed and available to project sponsors at the time of data collection.				
(2) Travel Demand Information: The above trip count and survey information shall be able to provide the travel demand analysis characteristics (work and non-work trip counts, origins and destinations of trips to/from the project site, and modal split information), as outlined in the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review, October 2002, or subsequent updates in effect at the time of the survey.				
(3) Documentation of Plan Implementation: The TDM coordinator shall work in conjunction with the Planning Department to develop a survey (online or paper) that can be reasonably completed by the TDM coordinator and/or Transportation Management Association (TMA) staff members to document implementation of TDM program elements and other basic information during the reporting period. The project sponsors shall include this survey in the monitoring report submitted to the Planning Department.				
(4) Assistance and Confidentiality: The Planning Department will assist the TDM coordinator with questions regarding the components of the monitoring report and will assist the TDM coordinator in determining ways to protect the identity of individual survey responders.				
TDM Plan Adjustments. The project sponsors shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal. The TDM plan adjustments shall be made in consultation with Planning Department staff and may require refinements to existing measures (e.g., change to subsidies, increased bicycle parking), inclusion of new measures (e.g., a new technology), or removal of existing measures (e.g., measures shown to be ineffective or induce vehicle trips). If the Planning Department determines that the reduction goal has been met for eight consecutive reporting				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
periods, the TDM Plan in place at the time of the eighth consecutive successful reporting period shall be considered the final TDM Plan. If the monitoring results from three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, the TDM plan adjustments shall occur within 270 days after the last consecutive reporting period. The TDM plan adjustments shall occur until the monitoring results of three consecutive reporting periods demonstrate that the reduction goal is achieved. If after implementing TDM plan adjustments, the project sponsors have not met the reduction goal for up to eight consecutive reporting periods, as determined by the Planning Department, then the project sponsors may, at any time thereafter, elect to use another means to address the shortfall in meeting the TDM plan reduction target. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations. The anticipated shortfall shall be based on the shortfall that occurred in the most recently monitored year. Calculations of emissions to be offset shall be based on the total amount of emissions anticipated to be reduced by achieving the 15 percent TDM goal, adjusted for the actual percentage of aggregate daily one-way vehicle trip reduction achieved in the most recently monitored year. After paying this additional offset fee, the project sponsors shall continue to monitor, report and adjust their TDM Plan in accordance to this Mitigation Measure M-AQ-1f, to ensure that the shortfall from the reduction goal does not increase significantly over time for the duration of the term defined herein. At the end of that term, the project sponsors' monitoring, reporting, and adjusting obligations of MM-AQ-1f shall terminate, but the project sponsors shall continue to implement the final TDM Plan for the life of the project. The final TDM Plan shall be either a) the TDM Plan that met the reduction goal for eight consecutive reporting periods; or b) if the project sponsors have paid an additional offset fee, the TDM plan that achieved the highest reduction goal for any reporting period.				

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Wind Mitigation Measures				
Mitigation Measure M-WI-1a: Wind Impact Analysis and Mitigation for Buildings 100 Feet or Greater in Height During Partial Buildout With the goal of preventing a net increase in hazardous wind hours beyond those identified by prior wind tunnel testing conducted for this EIR during project construction, prior to obtaining a building permit for any project or variant building within the project site proposed to be at least 100 feet in height, the project sponsors shall undertake or cause their construction contractor(s) to undertake a wind impact analysis for such proposed building. a. The wind impact analysis shall be conducted by a qualified wind consultant approved by the Planning Department's Environmental Review Officer (ERO). The wind consultant shall review the proposed building design taking into account the building design and feasible mitigation required by Mitigation M-WI-1c. The wind consultant shall provide a qualitative analysis of whether the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR. The analysis shall compare the exposure, massing, and orientation of the proposed building to the same building in the representative massing models for the proposed project or variant. The comparison shall also analyze the potential wind impacts of the proposed building relative to existing conditions, those identified in the discussion of operational wind hazards, and to the City's wind hazard criterion. The existing conditions in this analysis shall be considered to include any existing buildings at the site, the as-built designs of all previously completed structures, and the then-current designs of approved but as-yet-unbuilt structures that would be completed by the time of occupancy of the subject building. b. If the qualified wind consultant determines that the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, but in the consultant's professional judgment, temporary measures would reduce such impact, the consultant shall notify the ERO and the building applicant. The consultant's professional judgment may be informed by the use of "desktop" analytical tools, such as computer tools relying on results of prior wind tunnel testing for the proposed project and other projects (i.e., "desktop" analysis does not include new wind tunnel testing). The analysis shall include consideration	Project sponsors, construction contractor, wind consultant, and Planning Department.	Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.	Planning Department, project sponsors, and wind consultant.	Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by mitigation measure M-WI-1a. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department for review and approval by the ERO, and this mitigation measure shall be considered complete upon the Planning Department and ERO's review and approval of the Wind Safety Plan.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
of wind location, duration, and speed of wind. The building applicant shall propose temporary measures to reduce wind hazards under partial build-out conditions to the extent feasible. Such temporary measures include but are not limited to the following measures: • At building corners, introduce hard landscaping such as localized porous/ solid screens, soft landscaping such as localized trees, or hedge plantings. • Install semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas. • Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. • Introduce temporary canopies and cabanas at outdoor seating areas. The wind consultant shall then reevaluate the building design(s) taking into account the temporary measures. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by this mitigation measure, no further review would be required.				
c. If the qualified wind consultant is unable to demonstrate that temporary measures would reduce wind hazard impacts under partial build-out conditions to less-than-significant levels, then wind tunnel testing or an equivalent method of quantitative evaluation shall be required. The proposed building shall be wind tunnel tested using a model that represents the proposed building in the context of existing partial build-out conditions. The testing shall include test points deemed appropriate by the consultant and agreed upon by the Planning Department to determine the wind performance of the building, such as building entrances and sidewalks. If the wind tunnel testing determines that the building's design, including temporary measures, would increase the hours of wind hazard or the extent of area subject to hazardous winds under partial build-out conditions beyond those identified for full build-out conditions by prior wind testing conducted for this EIR, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall propose feasible mitigation strategies including any of the above measures to reduce				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
wind hazards. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not create a net increase in hazardous wind hours or locations under partial build-out conditions beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, no further review would be required. d. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department and the ERO. The Wind Safety Plan shall include recommendations for site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. Site safety precautions can include, but not be limited to any of the following: • warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; and • identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds. The project sponsors shall ensure by conditions of approval for any construction activity, and the Planning Department shall ensure by conditions of approval for building permits and site permits, that the project sponsors and the subsequent building developer(s) cooperate to implement and maintain all measures and precautions identified by the wind consultant.				
Mitigation Measure M-WI-1b: Temporary Wind Reduction Measures during Construction For the active construction areas, the wind consultant may identify those construction sites that would be especially exposed to strong winds. The consultant may recommend construction site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. The objective of these precautions shall be to minimize risks and prevent injuries to workers and the public from stacked materials, such as shingles and sheets of plywood, that can be picked up and carried by strong winds, and from temporary signage, siding or roofing, or light structures that could be detached and carried by the wind. As part of construction site safety planning, the project sponsors shall require, as a condition of contracts, that contractors consider all potential wind-related risks to the public from their construction activities, and shall develop a safety	Project sponsors and construction contractor.	Wind safety plan would be prepared prior to issuance of grading, excavation, or demolition permits. The wind safety plan shall be in effect during construction activities and until the final certificate of occupancy is granted.	Planning Department.	Considered complete after the final certificate of occupancy for the last building is granted.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
plan to address and control all such risks related to their work. The safety plan could include but not be limited to measures such as: • warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; • identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds; and • installing semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas.				
Mitigation Measure M-WI-1c: Reduce Effects of Ground-Level Hazardous Winds through Ongoing Review In order to mitigate to the extent feasible new wind hazards created with full build-out under the proposed project or variant identified by prior wind testing, a wind impact analysis by a qualified wind consultant shall be required prior to building permit issuance for any building more than 100 feet tall. The purpose of this supplemental wind impact analysis would be to prevent the total duration of wind hazard exceedances across the project site from exceeding the total duration of wind hazard exceedances under full build-out conditions with the proposed project or variant determined in the Wind Tunnel Report, included in EIR Appendix H, based on the prior wind tunnel testing undertaken by BMT Fluid Mechanics (BMT). Based on the Wind Tunnel Report, the total number of wind hazard exceedance hours shall not exceed 767 hours. • The proposed building(s) shall be wind tunnel tested using a model that represents the current proposed building(s) defined as the building configurations assumed in the Wind Tunnel Report updated to reflect the design of any constructed buildings at the site and the as-built designs of all approved but yet unbuilt structures .The testing shall include the test points previously studied (see Table 3.9-1). If the wind tunnel testing determines that the building's design would increase the total duration of hazardous winds from the conditions identified in the Wind Tunnel Report, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall then propose feasible mitigation strategies, including any architectural features, to reduce the total duration of wind hazards. – At building corners, introduce hard landscaping such as localized porous/ solid screens, soft landscaping such as localized trees, or hedge plantings.	Project sponsors, construction contractor, wind consultant, and Planning Department.	Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.	Planning Department, project sponsors, and wind consultant.	Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not exceed the total number of wind hazard exceedance hours (767 hours) identified in prior wind tunnel testing conducted for the proposed project in the EIR.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– Introduce canopies along building façades at the pedestrian level. – Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. – Introduce parapets, canopies, and cabanas at outdoor seating areas. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not increase the total duration of hazardous winds identified in prior wind tunnel testing conducted for this EIR, no further design modifications would be required. • If the wind consultant determines that even after the modifications of the design that the building(s) would result in greater than 767 wind hazard exceedance hours, the wind consultant shall work with the project sponsors, architect, and/or landscape architect to identify specific additional feasible measures that may include landscaping features and street furniture that would reduce the total duration of wind hazards to the extent feasible. The ability of the design alterations to reduce the wind hazard to the extent feasible shall be demonstrated by subsequent wind tunnel testing of the modified design and landscaping that compares the modified building design and landscaping to the wind hazard exceedance hours of 767 hours for the proposed project, no further review is required.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Biological Resources Mitigation Measures				
Mitigation Measure M-BI-1a: Prepare and Implement a Hydroacoustic Monitoring Program for Special-Status Fish and Marine Mammals Before the start of construction, the project sponsors shall prepare a hydroacoustic monitoring plan and obtain approval from NMFS. The plan shall be provided to NMFS for review and approval before construction. The plan shall provide details regarding the estimated underwater sound levels expected, sound attenuation methods, methods used to monitor and verify sound levels during pile-driving activities, and management practices to be taken to reduce pile-driving sound in the marine environment to below NMFS thresholds for injury to fish, as feasible, and below NMFS thresholds for marine mammals. The plan shall include but not be limited to the following measures for special-status fish: • All steel pilings shall be installed with a vibratory pile driver to the deepest depth practicable. An impact pile driver may be used only where necessary to complete installation of the steel pilings, in accordance with seismic safety or other engineering criteria. • The smallest pile driver and minimum force necessary shall be used to complete the work. • The hammer shall be cushioned using a 12-inch-thick wood block during all impact hammer pile-driving operations to the extent feasible. • A bubble-curtain, air barrier, or similar technology shall be employed during all impact pile-driving activities. • A "soft start"[1] technique shall be employed upon initial pile-driving activities every day to allow fish an opportunity to vacate the area. • During impact pile driving, the contractor shall limit the number of strikes per day to the minimum necessary to complete the work. • No pile driving shall occur at night. • During impact pile driving, a qualified fish biologist shall monitor the project site for fish that exhibit signs of distress. If fish are observed rising to the surface, work shall be halted by the biologist, and the cumulative SEL up to	Project sponsors, with direction from NMFS.	Prior to the start of pile driving in the Bay.	Project sponsors to prepare a hydroacoustic monitoring plan and obtain approval from NMFS.	Considered complete upon review and approval of the sound attenuation and monitoring plan by NMFS and after the conclusion of all in-water pile driving activities.

[1] Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 20 minutes.

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that point shall be examined. If the cumulative SEL is close to or exceeds the threshold, then pile-driving activities will cease until the next day. • All pile-driving and pile-removal activity shall be monitored by a NMFS-approved biological monitor before and during all pile driving. The biological monitor shall maintain a monitoring log of daily pile-driving activities, any field sound measurements, fish sightings, and implementation of soft-start and shutdown requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile removal activities). • The hydroacoustic monitoring program shall incorporate NMFS-recommended work windows to avoid impacts on special-status fish species that have the potential to occur at the project site during only certain portions of the year. This includes limiting work between December 1 and May 31 to avoid impacts on steelhead and green sturgeon, and monitoring for herring spawning events in the vicinity of the project site between December 1 and February 29. In the event that monitoring identifies a herring spawning event that could be affected by project-related construction activities, all in-water work shall be temporarily halted. In-water work shall not resume until a qualified biologist determines that no additional impact on spawning herring would occur. The project sponsors shall coordinate with the NMFS Office of Protected Resources pursuant to the Marine Mammal Protection Act to develop an appropriate plan and monitoring program for potential effects to species during noise generating work. The plan shall include but not be limited to the following measures for marine mammals: • Zones of influence shall be based on the estimated NMFS injury threshold contours for the different marine mammals. These zones of influence may be modified, based on subsequent analysis of the actually proposed piles, equipment, and activity before construction, but only with the approval of NMFS. • Hydroacoustic monitoring according to the hydroacoustic monitoring plan shall be completed during initial pile driving to verify projected isopleths for pile driving and removal. The plan shall require real-time hydroacoustic monitoring for a sufficient number of piles to determine and verify modeled noise isopleths. The safety zones established before construction may be modified, based on field measurements of different pile-driving activity, if the field measurements indicate different threshold contours than estimated				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
before construction, but only with the approval of NMFS. • During pile-driving and pile-removal activity, a NMFS-approved marine mammal observer would monitor the work area for marine mammal presence. If a marine mammal is observed in or swimming into an unauthorized zone of influence, work would stop until the animal was observed, or determined to be, outside of the area of potential injury. • A "soft start"[2] technique shall be employed each day upon commencement of pile-driving activity, any time after pile-driving activity ceases for more than 1 hour, and any time after pile-driving activity shuts down because a marine mammal has entered a safety zone. • All pile-driving and pile-removal activity shall be monitored by an NMFS-approved biological monitor before and during all pile driving to inspect the work zone and adjacent Bay waters for marine mammals and implement the safety zone requirements described above. The biological monitor shall maintain a monitoring log of daily pile-driving activities; any field sound measurements; marine mammal sightings; and implementation of soft-start, shutdown, and safety-zone requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile-removal activities).				
Mitigation Measure M-BI-1b: Implement Avoidance and Minimization Measures for Special-Status Species The project sponsors and the project construction contractor(s) they procure shall implement the following avoidance and minimization measures for special-status species: • **Implement a Worker Environmental Awareness Program (WEAP):** An education program shall be developed and implemented by a qualified biologist and attended by all construction personnel performing demolition or ground-disturbing work before such work commences on-site. Upon completion of the program, employees shall sign a form stating that they attended the training session and understand all conservation and protection measures. All future construction personnel shall be required to attend the presentation (either an in-person presentation or a recording of the prior presentation) and sign the form before beginning work on the project site. The signed forms shall be kept on file for the duration of construction and	Project sponsors, construction contractor, and qualified wildlife biologist.	Worker Environmental Awareness Program shall be developed and implemented prior to receiving a grading, demolition, or excavation permit. Other measures ongoing during construction.	Planning Department.	Considered complete after the conclusion of construction activities and after the Worker Environmental Awareness Program attendance forms are provided to the Planning Department.

[2] Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers will initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 15 minutes.

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provided to the City and County of San Francisco upon request. The WEAP shall include but not be limited to education on: (a) applicable State and federal laws, environmental regulations, project permit conditions, and penalties for noncompliance; (b) special-status plant and animal species with the potential to be encountered on or in the vicinity of the project site during construction; (c) avoidance measures and a protocol for encountering special-status species, including a communication chain; (d) preconstruction surveys and biological monitoring requirements associated with each phase of work and at specific locations within the project site (e.g., shoreline work), as biological resources and protection measures will vary depending on the location of work on the site, the time of year, and the type of construction activity; (e) known sensitive resource areas in the project vicinity that are to be avoided and/or protected, as well as approved project work areas, access roads, and staging areas; and (f) BMPs (e.g., straw wattles or spill kits) and their locations around the project site for erosion and species exclusion, in addition to general housekeeping requirements. • **Avoid Attracting Predators:** To eliminate attractions for predators, all food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in solid, closed containers (trash cans) and removed from the entire construction site at the end of each working day. • **Avoid Entanglement:** Tightly woven fiber netting or similar material shall be used at the project site for erosion control or other purposes to ensure that individuals are not trapped. This limitation shall be communicated to the contractor through use of special provisions included in the bid solicitation package. Plastic monofilament netting (erosion control matting) or similar material shall not be used at the project site because special-status species may become entangled or trapped in it.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-BI-1c: Prepare and Implement a Vegetation Restoration Plan and Compensatory Mitigation • To restore temporarily affected habitat, the project sponsors shall prepare and implement a vegetation restoration plan with detailed specifications for minimizing the introduction of invasive weeds and restoring all temporarily disturbed areas, and shall ensure that the contractor successfully implements the plan. The plan shall indicate the best time of year for seeding to occur. To facilitate preparation of the plan, the project sponsors shall ensure that, before construction, a botanist (experienced in identifying sensitive plant species in the project area) performs additional preconstruction surveys of the areas to collect more detailed vegetation composition data, including species occurrence, vegetation characterization (e.g., tree diameter size), and percent cover of plant species. Photo documentation shall be used to show pre-project conditions. The minimum weed control and restoration measures and the success criteria to be included in the vegetation restoration plan are described below. **Invasive Weed Control Measures** Invasive weeds readily colonize soils that have been disturbed by grading or other mechanical disturbance. The project sponsors shall incorporate the following measures into the construction plans and specifications to prevent the spread of invasive weeds into nearby areas: (a) Construction equipment shall arrive at the project area free of soil, seed, and plant parts to reduce the likelihood of introducing new weed species. (b) Any imported fill material, soil amendments, gravel, etc., required for construction and/or restoration activities that would be placed within the upper 12 inches of the ground surface shall be free of vegetation and plant material. (c) Certified, weed-free, imported erosion-control materials (or rice straw in upland areas) shall be used exclusively, as applicable (this measure concerns biological material and does not preclude the use of silt fences and other measures). (d) The environmental awareness training program for construction personnel shall include an orientation regarding the importance of preventing the spread of invasive weeds. (e) To reduce the seed bank in weed-dominated ruderal areas, the	Project sponsors, qualified botanist (experienced in identifying sensitive plant species in the project area), and USFWS/CDFW, if necessary.	Ongoing during construction.	Planning Department to review and approve a vegetation restoration plan.	Considered complete after the vegetation restoration plan is reviewed and approved by the Planning Department, after permanently affected areas have been mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW, and after a qualified biologist has monitored the re-vegetated areas for a period of 5 years, or as otherwise determined by the applicable resource agencies.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
contractor shall mow, disk, apply spot-applications of herbicide to weeds, and/or remove weeds, as appropriate (i.e., before seed set and dispersal) and before surface clearing and site preparation. (f) Before tracked and heavy construction equipment leaves the project area, any accumulation of plant debris, soil, and mud shall be washed off the equipment or otherwise removed on-site, and air filters shall be blown out. (g) No invasive species shall be used in any restoration seeding. (h) Implementation of these measures during construction and site restoration activities shall be verified and documented by a biological or environmental monitor. **Minimum Restoration Measures** Restoration areas are portions of the project area that would be disturbed during project-related construction activities but would subsequently be restored to their preconstruction conditions, or better. No soil containing plant materials may be used for revegetation to avoid inadvertent introduction of nonnative plant pathogens like phytophthora (*Phytophthora* sp.). To restore temporarily disturbed areas, the project sponsors shall ensure the following: (a) Native coastal scrub and tidal marshland areas shall be reseeded with a native seed mix or replanted with native stock. (b) For any tree to be removed, RPD and BUILD shall ensure that replacement trees are planted within or in the vicinity of the project area as follows: • Trees shall be replaced within the first year after the completion of construction or as soon as possible in an area where construction is completed, during a favorable time of year as determined by an arborist or biologist with experience in restoration. • Selection of replacement sites and installation of replacement plantings shall be supervised by an arborist or biologist with experience in restoration. Irrigation of tree plantings during the initial establishment period shall be provided as deemed necessary by an arborist or biologist with experience in restoration. • An arborist or biologist with experience in restoration shall monitor new plantings at least once a year for 5 years or as otherwise determined by the applicable resource agencies.				

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• Any replacement plantings installed as remediation for failed plantings shall be planted as stipulated here for original plantings, and shall be monitored for 5 years after installation, or as otherwise determined by the applicable resource agencies. **Minimum Success Criteria** Unless the applicable resource agencies determine that different but equivalent or more stringent criteria should be applied, the success criteria for restoring temporarily disturbed areas shall be as follows: (a) All temporarily disturbed areas shall be restored to approximately their baseline condition. Vegetation cover shall be at least 70 percent of the baseline; that is, absolute cover of the revegetation site shall be no less than 70 percent of the baseline absolute cover of native and naturalized species (i.e., excluding target invasives). Cover in the revegetation site shall contain no more than 10 percent absolute cover of target invasives or no more cover of invasives than the baseline, whichever is greater. (b) Vegetation in restoration areas shall be functional, fully established, and self-sustaining as evidenced by successive years of healthy vegetative growth; observed increase in vegetative cover, canopy cover, and/or plant height; and successful flowering, seed set, and/or vegetative reproduction over the 5-year monitoring period. (c) Revegetation work shall start within 1 year of construction completion. (d) Revegetation shall be monitored at least once a year for 5 years or as otherwise determined by the applicable resource agencies. (e) Individual native trees shall have 65 percent survivorship by the fifth monitoring year. (f) Restoration areas shall be monitored for target invasive plants quarterly in the first 5 years after replanting. If invasive plants are found during the 5-year monitoring period, they shall be removed as necessary to support meeting the cover and vegetation composition success criteria. (g) Monitoring and maintenance shall continue until the minimum success criteria specified in parts (a) through (e) are met, or as otherwise determined by the applicable resource agencies. **Compensatory Mitigation** The project sponsors shall fully compensate for permanent losses of developed open water, open water, seasonal wetland, wetland swale, tidal marsh including areas of bare ground and beach, and nonwetland waters				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
(2.11 acres total) as defined in Table 3.1-5. In addition, the project sponsors shall fully compensate the permanent loss of native coastal scrub (0.77 acre). Compensatory mitigation may occur through the creation of habitat on-site at any of the four project site properties, or through purchase of credits at an off-site mitigation bank. Permanently affected areas shall be mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW.				
Mitigation Measure M-BI-1d: Avoid Ridgway's Rail Habitat During the Nesting Season To the extent feasible, the start of construction activities within 700 feet of Heron's Head Park shall be scheduled to avoid the Ridgway's rail nesting season. The nesting season for Ridgway's rail extends from February 1 through August 31. If construction must occur during the Ridgway's rail nesting season, the following measures shall be implemented: (a) A USFWS-approved protocol-level survey for Ridgway's rail (following the June 2015 USFWS Survey Protocol) shall be conducted in Ridgway's rail habitat (Heron's Head Park) within 700 feet of planned construction activities. (b) If Ridgway's rail activity centers are detected, the findings shall be reported to USFWS and project activities occurring within 700 feet of Ridgway's rail activity centers shall be limited to the period from September 1 through January 31, outside of the Ridgway's rail nesting season.	Project sponsors and a qualified wildlife biologist (if necessary).	Ongoing during construction within 700 feet of Heron's Head Park between February 1 and August 31.	USFWS and Planning Department	If construction activities within 700 feet of Heron's Head Park occurs between September 1 and January 31, M-BI-1d shall be considered complete upon review and approval of construction schedule by Planning Department. If construction activities within 700 feet of Heron's Head Park occurs between February 1 and August 3, M-BI-1d shall be considered complete upon reporting the findings of a USFWS-approved protocol-level survey for Ridgway's rail to USFWS prior to the start of construction.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-BI-1e: Avoid Nests during Bird Nesting Season To the extent feasible, the start of construction activities shall be scheduled to avoid the nesting season. The nesting season for most birds, including most raptors, extends from February 1 through August 31. If construction must occur during the nesting season, the following measures shall be implemented: (a) Preconstruction surveys for nesting birds shall be conducted by a qualified biologist no more than 14 days before the initiation of construction and demolition activities. During these surveys, the qualified biologist shall inspect all potential nesting habitats (e.g., trees, shrubs, grasslands, and buildings) within 300 feet of impact areas for raptor nests and within 100 feet of impact areas for nests of nonraptors. If an active nest (i.e., a nest with eggs or young, or any completed raptor nest attended by adults) is found sufficiently close to work areas to be disturbed by these activities, the qualified biologist shall determine the extent of a disturbance-free buffer zone to be established around the nest until the young are fledged or the nest is otherwise abandoned as determined by a qualified biologist (typically 250 feet for raptors and 50–100 feet for other species), to ensure that no nests of species protected by the Migratory Bird Treaty Act and California Fish and Game Code would be disturbed during project implementation. (b) If construction activities are not initiated until after the start of the nesting season, potential nesting substrate (e.g., bushes, trees, grasses, and other vegetation) that is scheduled to be removed by the project may be removed before the start of the nesting season (e.g., before February 1) to reduce the potential for initiation of nests.	Project sponsors, construction contractor, and a qualified wildlife biologist (with CDFW/ USFWS consultation, if necessary).	Ongoing during construction between February 1 and August 31.	Contractor/wildlife biologist/Planning Department: Contractor to provide detailed construction schedule to Planning Department to confirm affected activities fall outside nesting season or removal of trees and/or structures occurs outside breeding season. If necessary, wildlife biologist to complete a memorandum detailing the survey effort and results and submit the memorandum to the project sponsors and Planning Department staff within 7 days of survey completion and no more than 14 days before the initiation of construction and demolition activities. Planning Department staff to review and approve report.	If construction would occur outside of nesting bird season, M-BI-1e shall be considered complete upon review and approval of construction schedule by Planning Department. If construction would occur during nesting bird season, M-BI-1e shall be considered complete upon review and approval of nesting surveys by Planning Department.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Hydrology and Water Quality Mitigation Measures				
Mitigation Measure M-HY-1a: Monitor Turbidity during Construction The project sponsors shall require their construction contractor to monitor turbidity associated with construction of the pier and floating dock and removal of piles and old piers. The contractor shall prepare a turbidity monitoring plan, including product information on monitoring equipment, proposed monitoring locations, and procedures to follow if turbidity increases above background levels. The turbidity monitoring plan shall include the following provisions: (1) Before beginning work, the contractor shall monitor turbidity and light levels at the level of the eelgrass, or other as deemed appropriate by the resource agencies if no eelgrass is present, to establish a baseline. The contractor shall also set buoys out to establish background water quality monitoring points upstream and downstream of the site (based on existing currents and tides at the site). The contractor shall monitor turbidity and light at low, middle, and high tides during typical work hours for several days before beginning work. The project sponsor's contract owner's representative will review and approve the background monitoring station locations before monitoring. (2) During removal of the piles, the contractor shall monitor turbidity and light levels no less than daily or as required by the project's or variant's 401 water quality certification issued by the San Francisco Bay RWQCB or other applicable permits, at the same locations as required for baseline monitoring, as well as within the work area. The contractor shall notify the lead inspector or other on-site individual overseeing the contractor immediately when there is an exceedance of the required water quality criteria (turbidity and light levels) that have been established either in the 401 water quality certification or with the San Francisco Bay RWQCB. If the lead inspector or other identified individual determines, in coordination with the environmental compliance manager, that water quality criteria have been exceeded, demolition activities must cease until turbidity is reduced to meet the criteria. In the event an exceedance occurs, a silt curtain or floating debris booms may be deployed to contain suspended materials and prevent their broader dispersal. The deployment of these additional measures shall be contingent on whether conditions (e.g., water depth, substrate materials, wave action) are appropriate, as determined by the lead inspector.	Project sponsors and construction contractor, through coordination with the RWQCB.	Contractor shall monitor turbidity and light levels of the water prior to receiving a grading, demolition, or excavation permit. Other monitoring activities shall be ongoing during construction.	Planning Department or other City agency, in consultation with the RWQCB, to review and approve the turbidity monitoring plan.	Considered complete when the turbidity monitoring plan has been reviewed and approved by the Planning Department and after the end of construction activities.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-HY-1b: Implement Pile Removal Best Management Practices One of the following two separate procedures shall be utilized to remove piles based on information regarding local sediment conditions: • If there is reason to believe that the sediment is contaminated beyond the typical ambient levels of various in-Bay pollutants other than creosote, which is inferred to be present, the construction contractor shall cut the piling at the mudline. • If there is no reason to believe the sediment is contaminated beyond typical ambient levels, the contractor shall attempt to remove each piling in its entirety by pulling the piling straight out. The decision regarding the method of removal also depends on the condition of the piling. Generally, the construction contractor shall be prohibited from using vibration or a back-and-forth, rocking movement intended to snap the piling because this generally increases turbidity. Moreover: • If, before the contractor attempts to remove an entire piling, visual inspection of the pilings indicates that the pilings lack the necessary integrity to be pulled without splintering, crumbling, or otherwise disintegrating, the contractor shall instead cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. • If, during attempts to use direct pulls on the piling to remove it, the piling breaks at a level higher than 2 feet below the mudline, the contractor shall cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. Because the condition of the piles' structural integrity is not fully nor precisely known, RPD or, for the 700 Innes property, BUILD shall investigate pile integrity after submitting the various permitting documents to the regulatory agencies. A brief memorandum on that investigation (referred to below as the "removal memo") shall be delivered to the agencies to inform them of the pile conditions and the expectation of whether pilings can be removed by pulling without crumbling. The following practices shall be followed during pile removal efforts: • Pilings and other debris may be removed from land or require removal from the water using barge-mounted equipment. For non-land-based removal of piles, the following measures shall be implemented to the extent feasible:	Project sponsors and construction contractor, RWQCB, USACE.	Ongoing during pile removal activities.	Planning Department or other City agency, in consultation with the RWQCB, USACE, or U.S. Coast Guard, to review and approve the methodology for the post-demolition diver survey.	Considered complete after the Planning Department has reviewed and approved the post-demolition diver survey results.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– Removal of the pilings and other debris shall be carried out using an excavator mounted on a shallow-draft barge equipped with both grappling and shearing attachments. Shallow-draft barges generally require at least 5 feet of water above the sea floor or any submerged debris. Depending on specific site conditions and the construction barge chosen, it may be possible to float the barge into position at high tides, let it settle on the intertidal mudflats to continue working at low tides, and then be lifted by the next high tide. – Existing eelgrass or oyster beds shall be avoided. – The barge shall be designed to prohibit sediment or debris from falling back into the water. The work surface on the barge deck shall include a containment basin for piles, concrete, and any mud or sediment removed during pulling. Upon removal from substrate, the piles shall be moved expeditiously from the water into the containment basin. – When depths limit access to barges or sensitive resources are present, piles may be manually cut by divers using a pneumatic or hydraulic saw or shears. – Once the piles are cut, they may be towed out to deeper water to a waiting barge or to a landside staging area for loading and removal. • The holes left after pile removal shall not be actively filled. Attempting to fill the holes would lead to increased sediment disturbance and unnecessary increases in turbidity. It is expected that sediment deposition will rapidly fill in any holes that are left. • The removed piles, as well as any decking or other materials, shall be loaded onto a barge and/or transported back to the contractor's staging area where the concrete shall be separated from the other materials and recycled or disposed of off-site as appropriate at a permitted facility. • Once the removed debris is on land, the pilings and planks shall be cut to 5-foot lengths and dried out before being hauled to a landfill for disposal. • The removed piles shall be placed into containment basins that will collect the water, residual creosote, and other materials that may drain off of them. The collected water will eventually evaporate, and the residual creosote and other materials shall be placed into barrels for disposal at an appropriate Class 2 landfill. • The removal method(s) utilized for each site shall be described in the removal memo.				

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• Jetting away the sediments around the piles is prohibited. Where the method selected is expected to generate concrete chips or dust in the water, a special curtain shall be deployed around the individual pile so the contractor may capture any concrete pieces for off-site disposal. • Intentional breaking of timber piles above the mudline is prohibited. • The piles shall not be shaken, hosed off, stripped or scraped off, or left hanging to drip, nor shall any other action be taken with the intent of cleaning or removing adhering material from the pile. • Any sediment accumulated from the pile removal operations shall be assumed to contain creosote and shall be contained and eventually tested and disposed off-site in an appropriate landfill. • Upon completion of demolition and removal of the pilings (and any associated wharfing or decking), the contractor shall perform a post-demolition diver survey in the project area. The survey shall document the quantity and type of pilings stubs above the mudline and the condition of the Bay floor, and shall identify the quantities and types of debris from previous operations and/or from the demolition activities that remain on the Bay floor. • The contractor shall submit the results of the survey to RPD or, for the 700 Innes property, to BUILD for approval, with descriptions of its approach to removal of the piling stubs and debris. RPD (or BUILD) may elect to leave some debris in place if it has established eelgrass growing on it. After this submittal is approved, the contractor can proceed with removal of piling stubs and debris. • Identified piling stubs shall be cut off at 2–3 feet below the mudline if possible. • Bay floor debris including fallen timber piles, steel piping, concrete, and other miscellaneous items shall be removed as they are encountered during demolition activities. • All Bay floor debris within the project limits that is not treated with creosote shall be removed unless such removal would involve disturbing eelgrass. Timber piles that are not shown on the design plans but are encountered during operations shall be removed. Other items not shown on the design plans or mentioned in the specifications, but that are encountered during the contractor's operations, shall be brought to the attention of the lead engineer. The lead engineer shall determine the disposition of the items. • All removed debris shall be transported to the contractor's staging area and recycled or disposed at a permitted landfill facility.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• The contractor owner shall confirm that Bay floor debris has been removed by conducting a post-construction side-scan sonar study. • Existing concrete slabs and concrete debris along the shoreline shall be left in place to avoid destabilizing the embankment. All other timber and metal debris along shoreline shall be removed and disposed. • The following BMPs shall be used to prevent the release of hazardous wastes and minimize creosote release, sediment disturbance, and generation of total suspended solids during demolition operations: – Install a floating surface boom to capture floating surface debris. – Keep all equipment (e.g., bucket, steel cable) out of the water and grip piles above the waterline. – Slowly lift the pile from the sediment and through the water column. – Dispose of all removed timber piles, floating surface debris, sediment spilled on work surfaces, and all containment supplies at a permitted upland disposal site that accepts creosote-treated wood and materials contaminated with creosote. • The following BMPs shall be implemented by the construction contractor for handling creosote-containing materials, spill prevention and containment, erosion and sedimentation prevention, and monitoring requirements: – During demolition activities, a floating boom and skirt shall be deployed around the project site and absorbent booms and pads shall be provided on marine vessels on-site. – Silt fences, straw wattles, and other measures determined appropriate for erosion and sediment control shall be implemented in upland areas. – Waste at the demolition site, such as discarded demolition materials, chemicals, litter, and sanitary waste, shall be properly controlled. – Vessel fueling shall be required at the contractor's staging area or at an approved docking facility. No cross-vessel fueling shall be allowed. Marine vessels generally shall contain petroleum products within tankage that is internal to the hulls of the vessels. All deck equipment shall be equipped with drip pans to contain leaks and spills. All fuels and lubricants aboard the work vessels shall have a double containment system. Chemicals used in the project area and on marine vessels shall be stored using secondary containment.				

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Mitigation Measure M-HY-1c: Use Clamshell Dredges To reduce resuspension of sediments and impacts on water quality when conducting dredging activities, clamshell dredges shall be used for all dredging activities. Using clamshell dredges causes dredged material to descend rapidly through the water column to the Bay bottom, with only a small amount of sediment remaining suspended, thus resulting in minimal turbidity impacts.	Project sponsors and construction contractor.	Prior to obtaining a grading, excavation, and demolition permit, and ongoing during construction.	Planning Department or other City agency to ensure compliance with this measure prior to approving a grading, excavation, and demolition permit.	Considered complete once the project sponsors and contractor demonstrate to the satisfaction of the Planning Department that Clamshell Dredges will be used.
Hazards and Hazardous Materials Mitigation Measures				
Mitigation Measure M-HZ-2a: Prepare and Implement a Site Mitigation Plan for Areas Above the Mean High-Water Line Before obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line, the project sponsors shall comply with the requirements of San Francisco Health Code Article 22A, by causing a qualified person to prepare and submit a site mitigation plan to DPH for review and approval. The project sponsors shall implement the approved site mitigation plan. At a minimum, the site mitigation plan shall: • Establish appropriate site-specific cleanup targets, to be reviewed and approved by DPH, that are protective of human health and environment based on the proposed future land use(s). At a minimum, these targets shall be equal to, or more protective, than the following: – For the India Basin Shoreline Park, 900 Innes, and India Basin Open Space properties: The HHSLs (for land to be used for recreational purposes) or the EHSLs (for land to be used for tidal marsh or wetlands) as established in the draft site mitigation plan (RPD, 2017a). – For the 700 Innes property: San Francisco Bay RWQCB ESLs for residential use. • Delineate the extent of soil and/or groundwater contamination at levels exceeding the plan's cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The site mitigation plan should include figures and drawings showing areas and depths of soil excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A, including:	Project sponsors and construction contractor.	Prior to obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line.	Department of Public Health to review and approve the plans listed in M-HZ-2a.	Considered complete once the final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– Removal of soil and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul. – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. The tracking of dirt by trucks leaving the project site shall be minimized by cleaning the wheels upon exit and cleaning the loading zone and exit area as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil, followed by a cap of clean soil or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan (HASP) to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
regular health and safety meetings, and to the project sponsors. The HASP shall be submitted to DPH at least 2 weeks before the beginning of construction activities. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				
• Require preparation of a deep foundation plan that will specify construction and soil handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment.				
• Require preparation and implementation of required construction-related documents, including odor and noise control measures and a SWPPP.				
• Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction, and that complies with San Francisco Health Code Article 22B. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529.				
• Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Include a commitment to prepare and certify a final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.				
Mitigation Measure M-HZ-2b: Prepare and Implement a Nearshore Sediment and Materials Management Plan for Areas Below the Mean High-Water Line Before obtaining a permit for any work Bayward of the MHW line, the project sponsors and their construction contractors shall prepare and implement a nearshore sediment and materials management plan. The plan shall identify, as appropriate, such measures as sediment excavation, containment, or treatment of the hazardous materials, monitoring and follow-up testing, and procedures for safe handling and transportation of any materials removed from the nearshore. This plan shall be submitted to the relevant permitting agencies for their review and approval, before work begins below the MHW line. The plan shall: • Establish appropriate site-specific cleanup targets for nearshore sediment that are protective of tidal marsh habitat. The cleanup targets must be approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency. At a minimum, these targets shall be equal to, or more protective, than the EHSLs established in the draft site mitigation plan (RPD, 2017a). • Delineate the extent of nearshore sediment contamination at levels exceeding the plan's cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The plan should include figures and drawings showing areas and depths of sediment excavation or treatment, waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A of the San Francisco Health Code, including: – Removal of sediments and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul.	Project sponsors and construction contractors.	A nearshore sediment and materials plan shall be prepared prior to obtaining any permit from the City for development activities involving work Bayward of the MHW line.	San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency shall review and approve the nearshore sediment and materials management plan. A licensed industrial hygienist shall review and approve a HASP. BAAQMD shall review and approve an asbestos dust mitigation plan for India Basin Shoreline Park.	Considered complete once the HASP, asbestos dust mitigation plan, and nearshore sediment and materials management plan is reviewed and approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency, and after the final project report documenting implementation of the nearshore sediment and materials management plan and its provisions is reviewed by these agencies.

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– If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-removal confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated sediments, followed by a cap of clean sediments or hard surface materials; operation and maintenance protocols for any disturbance of contaminated sediments; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529.				
• Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP.				
• Require preparation of a deep foundation plan that will specify construction and sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying sediments or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment.				
• Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures,. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan.				
• Include a commitment to prepare and certify a final project report documenting implementation of the nearshore sediment and materials management plan and its provisions after completion of site earthwork has been completed and any required mitigating measures have been installed.				

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NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-HZ-2c: Prepare and Implement a Remedial Action Plan for the 900 Innes Property Before obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan approved by the San Francisco Bay RWQCB. The RAP must specify the actions that will be implemented to remediate the significant environmental or health and safety risks caused or likely to be caused by the presence of the identified release of hazardous materials in light of project activities. All recommendations of the RAP that affect project design shall be implemented and incorporated into the detailed design of the proposed project or variant. As appropriate and consistent with requirements in San Francisco Health Code Articles 22A and 22B and San Francisco Bay RWQCB standards, the plan and its implementation shall at a minimum: • Establish appropriate site-specific cleanup targets that are protective of human health and the environment, based on the proposed future land use(s). At a minimum, the cleanup targets shall be equal to or more protective than the remedial action goals established in the conceptual RAP (RPD, 2017f). In the conceptual RAP, remedial action goals for upland areas are based on HHSL for recreation use; remedial action goals for offshore sediments are based on a review of COPCs identified at the property, comparative ecological screening values, and published action goals that have been adopted at other nearby tidal restoration projects. • Delineate the extent of soil, sediment, and/or groundwater contamination at levels exceeding the plan's cleanup targets. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The RAP should include figures and drawings showing areas and depths of soil and sediment excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, including: – Removal of soil, sediment, and other materials shall be performed by a licensed engineering contractor with a Class A license and hazardous substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic	Project sponsor of the 900 Innes property and construction contractor.	Prior to obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan.	San Francisco Bay RWQCB shall review and approve the remedial action plan.	Considered complete once the final project report documenting implementation of the remedial action plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
sheeting pending relocation, segregation, or off-haul. – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil/sediment, followed by a cap of clean soil/sediment or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils/sediment; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP. • Require preparation of a deep foundation plan that will specify construction and soil/sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil/sediment or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan. • Include a commitment to prepare and certify a final project report documenting implementation of the RAP and its provisions after site earthwork has been completed and any required mitigating measures have been installed.				

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Aesthetics Improvement Measure				
Improvement Measure I-AE-1: Prepare and Implement Construction Staging, Access, and Parking Plan to Reduce Impacts on Visual Character/Quality During Construction. As an improvement measure to further reduce impacts of project construction activities on the visual character/quality of the site, construction documents should require all construction contractors to provide for the cleanliness of construction equipment stored or driven outside of the limits of the construction work area. Construction equipment, including equipment used for staging, should be parked on the project site. Staging areas should be screened from view at street level with solid wood fencing or a green fence for areas under construction for extended periods of time. Before the issuance of building permits, the project sponsors (through the construction contractor[s]) should submit a construction staging, access, and parking plan to the San Francisco Department of Building Inspection for review and approval. Construction worker vehicles should not be parked at on-street parking spaces.	Project sponsor and contractor	Before the issuance of building permits and during construction.	Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities have ended.
Transportation and Circulation Improvement Measures				
Improvement Measure I-TR-2V: Reconfigure Southbound Approach at Jennings Street/Evans Avenue/Middle Point Road under the Variant To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the southbound Jennings Street approach of the Jennings Street/Evans Avenue/Middle Point Road intersection to include a 100-foot left-turn pocket. Adding this turn pocket to the intersection would require that SFMTA restrict parking along the west side of Jennings Street, resulting in the removal of approximately five parking spaces. The project sponsors should fund their fair-share cost of the design and implementation of this improvement. Responsibility for funding the implementation of the improvement measure under the variant would be based on the relative contribution of each of the four project site properties to the increase in traffic volumes at the intersection. At this	SFMTA, in coordination with FivePoint (developer of the Shipyard project)	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-TR-2V	SFMTA	Project sponsor's obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property. FivePoint (developer of the Shipyard project) has committed to signalizing the intersection as part of the Shipyard project, and the improvements described above should be coordinated with this effort. Should the changes required at this location as part of the Shipyard project be completed before a decision to implement the proposed left-turn pocket, the project sponsors would be responsible for funding and implementing the improvement measure.				
Improvement Measure I-TR-6: Implement Queue Abatement Strategies It should be the responsibility of the owner/operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces (excluding loading and carshare spaces) to ensure that recurring vehicle queues do not occur regularly on the public right-of-way. A vehicle queue is defined as one or more vehicles (destined to the parking facility) blocking any portion of any public street, alley, or sidewalk for a consecutive period of three minutes or longer on a daily or weekly basis. If a recurring queue occurs, the owner/operator of the parking facility should employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable). Suggested abatement methods include, but are not limited to, the following: redesign of facility to improve vehicle circulation and/or on-site queue capacity; employment of parking attendants; installation of "LOT FULL" signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of off-site parking facilities or shared parking with nearby uses; use of parking occupancy sensors and signage directing drivers to available spaces; travel demand management strategies such as additional	Property owner/garage operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces, and Planning Department.	On-going through the life of the project.	The owner/operator of the parking garage and the Planning Department.	On-going through the life of the project.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
bicycle parking, customer shuttles, or delivery services; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking. If the Planning Director, or his or her designee, reasonably believes that a recurring queue is present, the Planning Department should notify the property owner in writing. The Property Owner would have no less than 45 days to take reasonable measures to abate the queues. If, after 45 days, the Planning Director, or his or her designee, reasonably believes, upon further examination, that the abatement measures have not been effective, then the Planning Director may suggest additional measures or may request that the owner/operator hire a qualified transportation consultant to evaluate the conditions at the site for no less than 7 days. The consultant would prepare a monitoring report to be submitted to the Planning Department for review. If the Planning Department determines that a recurring queue does exist, the facility owner/operator would have 90 days from the date of the written determination to implement measures to abate the queue.				
Improvement Measure I-TR-7: Implement an Active Loading Management Plan If the project sponsor for the 700 Innes property proposes to provide fewer loading spaces than required under the Special Use District (SUD) for the proposed project or variant, the project sponsor should, at their discretion, develop an Active Loading Management Plan for review and approval by the Planning Department to address operational loading activities. The Active Loading Management Plan would facilitate efficient use of loading spaces and may incorporate the following ongoing actions to address potential ongoing loading issues: • Direct residential and commercial tenants to schedule all move-in and move-out activities and deliveries of large items (e.g., furniture) with the management for their respective building(s). • Direct commercial and retail tenants to schedule deliveries, to the extent feasible. • Reduce illegal stopping of delivery vehicles by directing	Project sponsor for 700 Innes, building operator, Planning Department, and SFMTA.	If implemented, the final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage.	The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward.	If implemented, monitoring of the Final Active Loading Management Plan would be required until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
building lobby attendants and retail tenants to notify any illegally stopped delivery personnel (i.e., in the red zones) that delivery vehicles should be parked in the on-street commercial loading spaces. • Design the loading areas to include sufficient storage space for deliveries to be consolidated for coordinated deliveries internal to project facilities (i.e., retail and residential). • Design the loading areas to allow for unassisted delivery systems (i.e., a range of delivery systems that eliminate the need for human intervention at the receiving end), particularly for use when the receiver site (e.g., retail space) is not in operation. Examples include the receiver site providing a key or electronic fob to loading vehicle operators, which enables the loading vehicle operator to deposit the goods inside the business, or in a secured area that is separated from the business but accessible from a public ROW. A final Active Loading Management Plan and all subsequent revisions, if implemented, would be reviewed and approved by the Planning Department. The Final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage. The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals. The content of the evaluation report would be determined by Planning Department staff, in consultation with SFMTA, and generally may include an assessment of on-site and on-street loading conditions, including actual loading demand, observations of loading operations, and an assessment of how the project meets this improvement measure. The evaluation report would be reviewed by Planning Department staff, who would make the final determination whether there are conflicts associated with loading activities. In the event of such conflicts, the project sponsors may propose modifications to the above Final Active Loading Management				

Table 2: Improvement Monitoring and Reporting Program

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Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Plan requirements to reduce conflicts and improve performance under the Plan (such as hour and day restrictions or restrictions on the number of loading vehicle operations permitted during certain hours). The project sponsors would submit any proposed modifications to the Plan for review and approval by the Planning Department.				
Improvement Measure I-TR-10: Implement Construction Management Strategies As an improvement measure to further reduce impacts of project construction activities, the project sponsors should implement the following measures: • **Prepare a Traffic Control Plan for Construction.** To reduce potential conflicts between construction activities and pedestrians, transit, and automobiles during construction activities, the project sponsors should require that the construction contractor(s) prepare a traffic control plan for major phases of construction (e.g., demolition, construction, or renovation of individual buildings). The project sponsors and their construction contractor(s) should meet with relevant City agencies to coordinate feasible measures to reduce traffic congestion during major construction phases, including temporary relocation of transit stops and other measures to reduce potential traffic and transit disruption and to ensure bicycle and pedestrian safety in the immediate vicinity of the project site. For any work within the public right-of-way, the contractor would be required to comply with SFMTA's Regulations for Working in San Francisco Streets, which establish rules and permit requirements to assure that construction activities are completed safely and with the least possible interference with pedestrians, bicyclists, transit, and vehicular traffic. [The construction time frames of the major phases may overlap with those of other development projects adjacent to the project site. Should overlapping occur, the project sponsors should coordinate with City agencies through the Transportation Advisory Staff Committee and the adjacent developer(s) to minimize the severity of any disruption to adjacent land uses and transportation facilities by overlapping construction-related transportation impacts. The project	Project sponsors and construction contractor.	The traffic control plan(s) would be prepared prior to each major phase of construction. Provisions to require contractors to adopt measures to reduce single-occupant vehicle mode share among construction workers would be included as part of construction contracts. Updates on project construction for nearby residents and adjacent businesses would be conducted on a regular basis via a newsletter and/or website.	SFMTA	Project sponsor's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
sponsors, in conjunction with the adjacent developer(s), could propose a construction traffic control plan that includes measures to reduce potential construction traffic conflicts to the extent feasible and commercially reasonable in light of noise regulations, labor and contract requirements, available daylight hours, and critical-path construction schedules. The plan could include measures such as coordinating material drop-offs and offering collective worker parking and transit to the job site. • **Reduce Single-Occupant-Vehicle Mode Share for Construction Workers.** To minimize parking demand and vehicle-trips by construction workers, the project sponsors should require that the construction contractor include methods in the construction traffic control plan to encourage workers to walk, bicycle, carpool, or use transit to access the project site. • **Provide Project Construction Updates to Adjacent Residents and Businesses.** To minimize construction impacts on access for nearby residences, institutions, and businesses, the project sponsors should provide regular updates on project construction to nearby residents and adjacent businesses via a newsletter and/or website. The updates could describe construction activities, peak construction vehicle activities (e.g., concrete pours), and travel lane closures.				
Improvement Measure I-C-TR-1: Reconfigure Eastbound Approach at Jennings Street/Evans Avenue/Middle Point Road To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under either the proposed project or the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the eastbound Evans Avenue approach of the Jennings Street/Evans Avenue/Middle Point Road intersection from one 100-foot left-turn pocket, one shared through/left lane, and one shared through/right lane to one 100-foot left turn pocket, one through lane, and one shared through/right lane. No additional right-of-way would be required to implement this improvement. The project sponsors should fund their fair-share cost of the design and implementation of this improvement.	SFMTA.	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-C-TR-1.	SFMTA	Project sponsors' obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Responsibility for funding the implementation of this improvement measure would be based on the relative contribution of each of the four properties to the increase in traffic volumes at the intersection. At this location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property. This improvement is feasible pending endorsement and subsequent funding commitment from SFMTA.				

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Planning Commission Resolution No. 20251

HEARING DATE: JULY 26, 2018

Case No.:	**2014-002541PCAMAP**
Project Address:	**India Basin Mixed Use Project**
Existing Zoning:	M-1 (Light Industrial) M-2 (Heavy Industrial) NC-2 (Small Scale Neighborhood Commercial) P (Public) 40-X and OS (Open Space) Height and Bulk Districts
Proposed Zoning:	NC-2, MUG, P India Basin Special Use District (SUD) 20/160-IB, OS
Block/Lot:	Various Lots on Blocks 4596, 4597, 4605, 4606, 4607, 4620, 4621, 4622, 4629A, 4630, 4631, 4644, 4645, and 4646
Project Sponsor:	Recreation and Park Department and India Basin Associates, LLC.
Staff Contact:	Mathew Snyder – (415) 575-6891 Mathew.Snyder@sfgov.org

RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE AMENDMENTS TO THE PLANNING CODE TO ESTABLISH THE INDIA BASIN SPECIAL USE DISTRICT; AND BY AMENDING ZONING MAP 09 BY REZONING ASSESSOR'S BLOCK AND LOTS 4606/100; 4607/025; 4620/001, 002; 4621/016, 018, 100, 101; 4630/005, 100; 4631/001, 002; 4644/ 001, 010, 010A, 010B; 010C, 011; 4645/ 001,010, 010A, 011, 012, 013 FROM M-1 (LIGHT INDUSTRIAL) TO MUG (MIXED USE GENERAL); 4646 / 002, 003, 003A, 019, 020 FROM NC-2 (NEIGHBORHOOD COMMERCIAL, SMALL SCALE) TO P (PUBLIC); AND 4646 / 001; 4629A/ 010; 4630/002 FROM M-1 TO P; AND 4596 / 025; 4597/ 025 FROM M-2 TO P. (2) PLANNING CODE SPECIAL USE DISTRICT MAP 09 BY ZONING ASSESSOR'S BLOCK AND LOTS 4606/100; 4607/025; 4620/001, 002; 4621/016, 018,100, 101; 4630/005, 100; 4631/001, 002; 4644/ 001, 004A, 005, 006, 006A, 007, 008, 009, 010, 010A, 010B; 010C, 011; 4645/001,002B, 003A, 004, 006, 007, 007A 010, 010A, 011, 012, 013, 014, 015; 4596/026; 4597/026; 4606/026; 4607/024; 4621 / 021; 4630 / 002, 006, 007; 4644/010B TO BE WITHIN THE INDIA BASIN SPECIAL USE DISTRICT. (3) PLANNING CODE HEIGHT AND BULK MAP 09 BY DESIGNATING ASSESSOR'S BLOCK AND LOTS 4629A/010; 4630/002, 006, 007; 4596/025, 026;4597/025, 026;4606/026; 4607/024; 4621 / 021; 4630 / 002, 006, 007; 4646/001, 002, 003, 003A, 019, 020 FROM 40-X TO OS (OPEN SPACE) , AND DESIGNATING 4606/100; 4607/025; 4620/001, 002; 4621/016, 018,100, 101; 4630/005, 100; 4631/001, 002; 4644/ 001, 004A, 005, 006, 0006A, 007, 008, 009, 010, 010A, 010B; 010C, 011; 4645/ 001,002B, 003A, 004, 006, 007, 007A, 010, 010A, 011, 012, 013, 014, 015 FROM 40-X TO 20/160-IB. ADOPT FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1 AND FINDINGS UNDER PLANNING CODE SECTION 302, AND INCORPORATING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, on June 26, 2018, Supervisor Malia Cohen introduced an ordinance (Board File 180680) for Planning Code Amendments to establish the India Basin Special Use District (herein "SUD"),

and for Zoning Map Amendments by amending Zoning Maps ZN09, SD09 and HT09, for the Assessor's Blocks and Lots as listed above.

WHEREAS, pursuant to Planning Code Section 302(b), on June 26, 2018, the San Francisco Board of Supervisors initiated these Planning Code Text and Map Amendments.

WHEREAS, The Planning Code and Zoning Map Amendments would enable the India Basin Mixed-Use Project ("Project"). BUILD, the owners of roughly 17 acres at 700 Innes Avenue, and the San Francisco Recreation and Park Department ("RPD") jointly submitted an application to the San Francisco Planning Department ("Department") for Environmental Review to analyze the India Basin Mixed-Use Project ("Project"). The India Basin Mixed-Use Project ("Project") comprises a project site of approximately 38.24-acres along the India Basin shoreline of San Francisco Bay ("Bay"). The combined Project site encompasses publicly and privately owned dry land parcels, including existing unaccepted rights-of-way ("ROW") (including some ROW owned by the Port of San Francisco ("Port"). The Project is a mixed-use development containing an integrated network of new public parks, wetland habitat, and a mixed-use urban village. As envisioned, the Project would include a significant amount of public open space, shoreline improvements, market-rate and affordable residential uses, commercial use, parking, environmental cleanup and infrastructure development and street improvements.

WHEREAS, The Project includes an RPD component and a BUILD component, as described below.

WHEREAS, RPD would redevelop approximately 8.98 acres of publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open space (collectively, the "RPD Project"). The RPD development area comprises the existing 5.6-acre India Basin Shoreline Park, the 1.8-acre 900 Innes/Historic Boatyard site ("900 Innes"), and 1.58 acres of unimproved ROW. This new shoreline park network would provide space for active and passive recreation, picnicking, and water access; extend the Blue Greenway (a portion of the San Francisco Bay Trail ("Bay Trail")); rehabilitate and celebrate the historic India Basin Scow Schooner Boatyard; and provide pedestrian and bicycle connections to and along the shoreline, fronting the Bay. The RPD development represents approximately 23.5 percent of the Project area (RPD developed properties are collectively referred to as the "RPD Properties").

WHEREAS, BUILD would redevelop approximately 29.26 acres of privately and publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open space and a mixed-use urban village, including approximately 1,575 units, 209,000 of commercial use, 1,800 off street parking space, and 1,575 bicycle parking spaces (collectively, the "BUILD Project"). The BUILD development area comprises 17.12 acres of privately owned parcels (collectively, "700 Innes"), the existing 6.2-acre of RPD property located along the shoreline (the "India Basin Open Space"), and 5.94 acres of partially unimproved and unaccepted ROW. Approximately 11 acres of the BUILD development area would be developed in three phases into privately owned buildings as part of a mixed-use urban village. The remainder of the BUILD development, approximately 18 acres, would be developed into a mix of improved ROW, significant new public parkland and open space, new public plazas, new private gardens and open space, and restored and enhanced wetland habitat. Buildings on the BUILD site are proposed to range from 20 feet to 160 feet in height that would step with the site's terrain down to the water. The BUILD portion of the proposal ("BUILD Project")

includes developing approximately, 1,575 units, 209,000 of commercial use, 1,800 off street parking space, 1,575 bicycle parking spaces, the open space described above.

WHEREAS, approvals required for the entire Project include CEQA certification, adoption of CEQA findings, and Planning Code Zoning Map amendments. The BUILD Project also requires approval of (1) General Plan Amendments, (2) Planning Code Text Amendments creating the India Basin Special Use District ("SUD"), (3) a Development Agreement ("DA") between BUILD and the City and County of San Francisco, (4) Design Standards and Guidelines ("DSG") document; and (5) adoption of Shadow findings under Planning Code section 295.

WHEREAS, these Planning Code Text Amendments would establish the India Basin SUD, and would rezone the land currently zoned M-1 to a MUG (Mixed-Use General) designation that is more appropriate for the area and that allows the implementation of the Project; the SUD would outline the land use controls for the Project site. The rezoning would also including rezoning portions of land under Recreation and Park jurisdiction from M-1 and M-2 to P (Public), which is the appropriate zoning designation for park land. Similarly, this rezoning includes redesignating RPD land from a 40-X Height and Bulk designation to OS (Open Space).

WHEREAS, on July 26, 2018, the Planning Commission reviewed and considered the Final EIR for the India Basin Mixed-Use Project ("FEIR") and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the FEIR for the Project in compliance with the California Environmental Quality Act ("CEQA"), the CEQA Guidelines and Chapter 31 by Motion No. 20247.

WHEREAS, on July 26, 2018, the Commission by Motion No. 20248 approved CEQA Findings, including adoption of a statement of overriding considerations and a Mitigation Monitoring and Reporting Program (MMRP), under Case No. 2014-002541ENV, for approval of the Project, which findings, statement of overriding considerations and MMRP are incorporated by reference as though fully set forth herein.

WHEREAS, on July 26, 2018, the Commission by Resolution No. 20250 found that the Project, including the actions contemplated in this Resolution, is on balance consistent with the General Plan and the eight Priority Policies of Planning Code Section 101.1. That Resolution is incorporated by reference as though fully set forth herein.

WHEREAS, on July 26, 2018, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting on the proposed Planning Code Text and Map Amendments and has considered the information included in the File for these Amendments, the staff reports and presentations, public testimony and written comments, as well as the information provided about the Project from other City departments.

WHEREAS, a draft ordinance, substantially in the form attached hereto as Exhibit A, approved as to form, would establish the India Basin SUD, and make other related Planning Code Map amendments.

NOW THEREFORE BE IT RESOLVED, that the Planning Commission hereby finds that the Planning Code Text Amendments and Zoning Map Amendments promote the public welfare, convenience and necessity for the following reasons:

1. The Planning Code Amendments would help implement the India Basin Mixed-Use Project development, thereby evolving currently under-utilized land for needed housing, parks and open space, and other related uses.

2. The Planning Code Amendments would help implement the India Basin Project, which in turn will provide employment opportunities for local residents during construction and occupancy, as well as community facilities and parks for new and existing residents.

3. The Planning Code Amendments would help implement the India Basin Mixed-Use Project by enabling the creation of a mixed-use and sustainable neighborhood, with new infrastructure. The new neighborhood would improve the site's connectivity, and connect existing neighborhoods to the southeast Waterfront.

4. The Planning Code Amendments would enable the construction of a new vibrant, safe, and connected neighborhood, including new parks and open spaces. The General Plan Amendments would help ensure a vibrant neighborhood with active streets and open spaces, high quality and well-designed buildings, and thoughtful relationships between buildings and the public realm, including the waterfront.

5. The Planning Code Amendments would enable construction of new housing, including new on-site affordable housing, a wide mix of Bayfront waterfront recreational opportunities and other related uses. These new uses would create a new mixed-use neighborhood that would strengthen and complement nearby neighborhoods.

6. The Planning Code Amendments would clarify that the subject land under the jurisdiction of the Recreation and Parks Department is intended for park and open space use, consistent with the newly designated P and OS Use and Height and Bulk Designations.

AND BE IT FURTHER RESOLVED, that the Commission finds the India Basin Planning Code Amendments are in conformity with the General Plan and Planning Code Section 101.1 as set forth in Resolution No. 20250.

AND BE IT FURTHER RESOLVED, that the Commission hereby recommends that the Board of Supervisors include the following additional provision and corrections within the Draft Ordinance:

Section 249.84(f) Definitions: add to the end of the Minor Modification definition:

Notwithstanding the forgoing, minor modifications shall also include modifications of up to 50% for the usable space requirement for buildings on F3, F4, F5, F6 and F8 and identified in the DSG.

Section 249.84(h)(8) Usable Open Space: add the following to the end of the subsection:
Dimensional requirements for of Planning Code Section 135 shall not be required here.

Correct the following to Section 3 of the Draft Ordinance:

(d) To change the Zoning Map (ZN09) from M-2 (Heavy Industrial) to P:

~~4646/002, 003, 003A, 019~~	~~NC-2~~	~~P~~
4596 / 025; 4597/ 025	M-2	P

AND BE IT FURTHER RESOLVED, that the Commission hereby recommends that the Board of Supervisors adopt the India Basin Planning Code and Zoning Map Amendments, in substantially the form attached hereto as Exhibit A.

I hereby certify that the Planning Commission ADOPTED the foregoing Resolution on July 26, 2018.

Jonas P. Ionin
Commission Secretary

AYES: Melgar, Fong, Johnson, Koppel, Richards

NOES: None

ABSENT: Hillis, Moore

ADOPTED: July 26, 2018

SAN FRANCISCO
PLANNING DEPARTMENT

Executive Summary

HEARING DATE: JULY 26, 2018

1650 Mission St.
Suite 400
San Francisco,
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Reception:
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Case No.:	**2014-002541ENV GPA PCA MAP DEV CWP SHD**
Project Address:	**India Basin Mixed Use Project**
Existing Zoning:	M-1 (Light Industrial) M-2 (Heavy Industrial) NC-2 (Small Scale Neighborhood Commercial) P (Public) 40-X and OS (Open Space) Height and Bulk Districts
Proposed Zoning:	NC-2, MUG, P India Basin Special Use District (SUD) 20/160-IB, OS
Block/Lot:	Various Lots on Blocks 4596, 4597, 4605, 4606, 4607, 4620, 4621, 4622, 4629A, 4630, 4631, 4644, 4645, and 4646
Project Sponsor:	Recreation and Park Department and India Basin Investments, LLC.
Staff Contact:	Mathew Snyder – (415) 575-6891 Mathew.Snyder@sfgov.org

SUMMARY

On July 26, 2018, the Planning Commission ("Commission") will consider a series of approval actions related to the proposed India Basin Mixed-Use Project ("Project"). The Commission has previously reviewed the Project as part of: 1) informational hearings on June 21, 2018 and March 9, 2017; and 2) the Draft Environmental Impact Report ("DEIR") on October 19, 2017. The Project has also been discussed at Commission in the context of the Southern Bayfront Strategy in multiple informational hearings. The Commission's action on the Project will include the following:

1. Certification of the Final Environmental Impact Report ("FEIR") prepared for the Project pursuant to the California Environmental Quality Act (Pub. Resources Code §§ 21,000 et seq., "CEQA"), the guidelines implementing CEQA (14 Cal. Code Regs. §§ 15,000 et seq., "CEQA Guidelines"), and the Chapter 31 of the City's Administrative Code;
2. Adoption of CEQA Findings, including a Mitigation and Monitoring Plan ("MMRP");
3. Recommendation to the Board of Supervisors to approve General Plan Amendments to amend the Bayview Hunters Point Area Plan, the Commerce and Industry Element, the Urban Design Element and the Recreation and Open Space Element as further described below;
4. Adopt General Plan and Planning Code Section 101.1 Consistency Findings;
5. Recommendation to the Board of Supervisors to approve Zoning Map Amendments and Planning Code Text Amendments to reclassify the site and establish the India Basin Special Use District ("SUD");
6. Approval of the Design Standards and Guidelines ("DSG");

7. Approval of the Development Agreement ("DA") (Note: Approval of the DA will be continued to August 23, 2018 for final action); and

8. Adoption of Shadow Findings (Planning Code Section 295)

PROJECT DESCRIPTION

The India Basin site (the "Site") is located within the Bayview Hunters Point neighborhood just northwest of the Hunters Point Shipyard and northeast of Hunters Point Hill. The Project analyzed under the India Basin Mixed-Use Project EIR included two main components: (1) 900 Innes Avenue and the India Basin Shoreline Park, which is being development by the Recreation and Park Department (RPD), and (2) 700 Innes and the India Basin Open Space (PRD property), which is being developed by BUILD, together encompassing 38.24 acres. The CEQA Certification and CEQA Findings are for the entire Site.

However, except for a portion of the proposed rezoning under the Planning Code Map Amendments, all other entitlement actions described here are related to the 700 Innes property developed by BUILD. The Build component, in turn, is comprised of private land owned by Build (17.2 acres), the India Basin Open Space, an RPD property that borders the site along almost the entire waterfront (6.2 acres), and unimproved right-of-way (ROW) (5.94 acres) for a total of 29.26 acres.

The proposed project (the "Project") will be built in up to three phases with residential, commercial, and open space uses in each phase along with a new street network. BUILD will also improve the India Basin Open Space") that borders the site along almost the entire waterfront into enhanced wetlands, a boardwalk, and a beach. Except for one residential structure located on Earl Street, which is proposed to be relocated within the Site, there are no current active uses on the Site.

The proposal consists of up to 3,462,550 gross square feet of total new development, including: 1,506,324 gsf of residential space (up to 1,575 units), 209,106 gsf of non-residential space, up to 1,800 vehicle spaces and 1,575 bicycle spaces, and 676,052 sq. ft. (15.5 acres) of new or improved publicly accessible open space, including the approximately 5-acre "Big Green" and an enhanced India Basin Open Space, among other public plazas, promenades and open areas. The commercial space could include office development, possible community / institutional uses, smaller scale PDR, and retail uses.

The Project would be divided up into three main geographic areas: (1) the Hillside, located on the southern portion of the site that slopes downward from Innes to New Hudson (a newly proposed street); (2) the Flats, the flat portion of the site east of New Hudson; and (3) the Cove, located at the northern portion of the site. Three shared, centralized, mostly subterranean garages are proposed to be constructed under each of these three areas.

Heights of buildings would range between 20 feet and 160 feet and would generally step with the site's terrain down toward the water. A majority of the buildings would be 4, 5, and 6 stories in height. The buildings closest to the Bay would include between 8 and 12 "micro parcels" ranging from 20-25 feet wide with a maximum height limit of 30 feet. Buildings taller than 80 feet would be limited to two 160-foot tall buildings -- one located at the primary entrance to the Site on Arelious Walker and Innes Avenue and the other located in the Cove at New Hudson Avenue.

The Big Green would be an approximately 5.5-acre, publicly owned and accessible open space supporting grasslands, a wet meadow, and recreational areas such as a children's play area, an off-leash dog area, a

stormwater bioretention ponds, swales, and planters. The Big Green will be permanently deeded to the City and will be transferred to the jurisdiction of the Port of San Francisco ("the Port"); it will be managed by the Recreation and Parks Commission under an agreement with the Port. The Recreation and Parks Commission owns the adjacent India Basin Open Space.

The shoreline would include wetlands and natural areas suitable for existing and new habitats, diverse ecologies and waterfront access. A terraced boardwalk and overlooks are proposed at the top of the bank allowing visitors to experience the dynamic tidal marshes without disturbing the habitat. Located on the East shoreline of the Project midway up the bank would be a perched sand area (the "Perched Beach") that provides recreational amenities at the Bay's edge. Adjacent to the perched beach will be a building housing concessions, rentals, and amenities for the public that will serve the southern section of the park. The Cove Terrace, another publicly owned open space, would offer an urban waterfront experience.

Immediately adjacent to the Big Green would be the primary public gathering space, a centrally located hardscaped plaza area that would be used as a public market ("The Public Market"). The Public Market, which would be privately owned but publicly accessible, would include flexible pavilions designed to be modular and evolve over time providing seating, shade, community spaces and stalls for local vendors and artisans, as well as restrooms and other park amenities.

Other privately owned publicly accessible open spaces would include the Town Triangle, a plaza and secondary gathering space for residents and visitors to the Flats and Hillside; the Transit Plaza, a multi-modal transportation hub at Innes Ave and Arelious Walker, and several intimate pocket plazas, and public access easements and laneways that will break up the large (600') blocks.

The Project's circulation and open space would be designed to connect with and complement the adjacent planned public open spaces that flank the Site on either side, specifically at 900 Innes (a property owned by the San Francisco Recreation and Parks Department ("RPD")) and Hunters Point Shipyard's Northside Park.

ENVIRONMENTAL REVIEW

On September 17, 2017, the Department published the India Basin Mixed-Use Project Draft Environmental Impact Report ("DEIR") for public review (Case No. 2014-002541ENV). The DEIR was available for public comment until October 30, 2017.

On October 19, 2017, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the DEIR.

On July 11, 2017, the Department published a Comments and Responses document, responding to comments made regarding the DEIR.

On July 26, 2018, the Commission will consider certification of the Final Environmental Impact Report ("FEIR") for the Project, and will determine if it is adequate, accurate and complete.

In addition, on July 26, 2018, the Commission must adopt the CEQA Findings for the FEIR, prior to the approval of the Project (See Case No. 2014-002541GPA PCA MAP DVA CWP).

HEARING NOTIFICATION

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Classified News Ad	20 days	July 6, 2018	July 4, 2018	22 days
Posted Notice	n/a	Not Required	n/a	n/a
Mailed Notice	20 days	July 6, 2018	July 6, 2018	20

PUBLIC COMMENT

The Project Sponsor has engaged in a robust community outreach program throughout the development of the Project, which has been under development for many years. Build's public engagement has included, but has not been limited to, the convening of two community working groups, one to discuss the immediate India Basin community's interests and concerns, and the other to discuss the greater Bayview community's interests and concerns. Build's community engagement included roughly 125 community meetings, workshops and presentations, including the two working groups above, presentations to the Bayview Hunters Point CAC, the Hunters Point Shipyard CAC, the India Basin Neighborhood Associations meetings, and the Planning Commission.

Recently, some community members have expressed concern regarding the heights of the Project, particularly regarding the two structures that would reach 160-feet in height (see further discussion below).

The owner of 748 Innes, the Russian Banya Baths, have expressed concern about the proposed heights of immediate adjacent buildings, and the soil conditions of the site.

Some community members have expressed a desire to see, as a part of the community benefits package associated with the DA, funds be made available to the Bayview community for general community development in addition to those currently delineated in the Community Benefits Package.

PLANNING COMMISSION REQUIRED ACTIONS FOR THE PROJECT

As summarized above, the Commission must take several actions to approve the Project. These actions include:

Certification of the FEIR and adoption of CEQA Findings.

General Plan Consistency Findings

The Commission must adopt findings of General Plan consistency for all approval and implementation actions related to the project. These findings are included in the first approval action being considered by the Commission, which is consideration of the ordinance to amend the General Plan.

General Plan

The subject General Plan Amendments would amend: (1) the Bayview Hunters Point Area Plan by removing Policy 1.6 and Figure 6, which identifies the majority of 700 Innes as industrial; (2) Urban Design Element Map 4 by establishing maximum heights consistent with the proposal; (3) Commerce and Industry Element Map 3 by removing the industrial designation on the site; (4) Recreation and Open

Space Element Policy 2.4 by removing the reference to the India Basin Shoreline Plan, a previous plan that was proposed but never officially adopted.

Planning Code Map and Text Amendment – India Basin Special Use District (SUD)
On June 21, 2018, Supervisor Malia Cohen initiated the ordinance that would amend the Planning Code to establish the India Basin SUD and make other conforming Code amendments.

The SUD will provide specific land use and development controls for the project site, which encompasses the Build property at 700 Innes Avenue, the public rights-of-way within the boundaries of the site and the surrounding India Basin Open Space. The India Basin SUD sets forth the zoning requirements for the site, including:

- Uses, including allowed uses per parcel and ground floor requirements;
- Building Standards, including Off-Street Parking, Bicycle Parking, Dwelling Unit Exposure, Open Space for Dwelling Units, Permitted Obstructions and Signage;
- Incorporation by reference of the Design Controls document, which contains additional standards and guidelines for development of the site

In addition, the SUD outlines the design review process for the Development Phases, Vertical Improvements and Minor/Major Modifications to Building Standards. The Design Review procedures include:

- Phase Approval: An overarching "Phase application" will be submitted to the Department for approval in accordance with a Development Agreement ("DA"). The Phase approval would assure that the Master Developer is moving forward with infrastructure and community improvements at the same time as the development of the buildings (Vertical Improvements). The Phase approval is required before Planning can begin review on a specific Vertical Improvement.
- Design Review and Approval of Vertical Improvements and Privately-Owned Horizontal Improvements: Design review and applications for Vertical Improvements (new construction of a building or any later expansion/major alteration or addition to a previously-approved building) and Privately-Owned Horizontal Improvements (eg Town Triangle, Public Market) will be submitted to Planning. Planning staff shall review these applications for consistency with the SUD and the DSG. The Planning Director shall have discretion over minor modifications (deviation of less than 10 percent from any dimensional or numerical standard in the SUD and the DSG), while the Planning Commission shall review and approval any major modification. Other than major modifications, the Planning Director would approve all Vertical Improvements and Privately-Owned Horizontal Improvements.

Zoning Map Amendments
The same ordinance introduced on June 21, 2018 by Supervisor Malia Cohen would also amend the Zoning Map and Height and Bulk District Map for the project site. As indicated above, the Site would be included within the new India Basin SUD. The portion of the project that is planned for development would also be rezoned from its underlying M-1(Light-Industrial) designation to MUG (Mixed-Use General) as a way to indicate its intent of mixed-use and not light industrial development.

Notwithstanding the underlying MUG designation, the requirements outlined in the new SUD would control. The Zoning Map amendment would also rezone the RPD land from any remnants of NC-2, M-1 and M-2 zoning to P (Public) to indicate its intended public use.

The entire site is currently within a 40-X Height and Bulk designation. The portion of the site slated for development would be rezoned to a 20/160-IB Height and Bulk District, which would, in turn, refer to the India Basin SUD for fine-grained height regulations. The portion of the site currently within RPD jurisdiction would be rezoned with an "OS" (Open Space) Height and Bulk Designation, to again, indicate its planned use for open space.

Design Standards and Guidelines Document (DSG)

The DSG articulates a vision and goals for the character of the overall project, and provides specificity on aspects of land use, building frontage, open space, streets and streetscapes, parking and loading, buildings, lighting, and signage. The scope of the DSG is expansive, and includes standards and guidelines for each topic area. The following is a summary of the main chapters of the DSG:

- *Land Use:* The site would be divided up into several sub-land use zones that would indicate a breadth of allowable land uses or set aside a zone for publicly accessible recreation and open space. Land use zones would vary in their flexibility with the larger sites along Innes (also referred to as the Hillside and Cove) allowing a wider range of uses. Zones further into the interior of the site would be more restrictive to residential uses to varying degrees. Certain ground floor land uses, such as retail and other active uses, would also be required in some contexts, particularly along primary pedestrian streets, such as New Hudson, which is envisioned as the site's main retail street.

  Open Space Network: The Project will create or improve approximately 15 acres including the Big Green, Public Market, Town Triangle, and several smaller plazas and pathways throughout.

  Streets and Streetscapes: The Project will establish a new street network, which will connect the project site to the larger City and the Hunters Point neighborhood. The street will be designed in compliance with the India Basin Transportation Plan and Infrastructure Plans, both of which are adopted along with the DA.

- *Parking and Loading:* The DSG allows for the construction of a maximum of 1,800 parking spaces in below grade or fully wrapped parking structures. The parking is proposed to be provided in three shared structures that will also provide public parking for those visiting the new open space resources.

- *Buildings:* The Project establishes standards and guidelines for massing and architecture, streetwall, building base and ground floor, facades and materiality, projections, roofs, residential building elements and open space, garages and service entry design, and sustainability. The DSG emphasizes design considerations for pedestrians by including robust requirements for activation, modulation, and scaling building frontages with respect to the scale and function of the adjacent street or open space.

Development Agreement (DA)

The Development Agreement (DA) is a contract between the City and the developer (Build) that vests to the Developer master entitlement to construct the project in exchange for public benefit obligations of the developer above and beyond those provided by typical code-compliant projects. The DA "runs with the land" for a period of 25 years (i.e. transfers to any new parties, in case that Build sells all or part of the land, including future HOAs). Among other things, the DA gives the master developer the right to develop the Project in phases in accordance with the DA, requires certain public benefits, describes the application of existing and future City laws, and establishes fees and exactions. Key provisions of the DA include:

- *Open Space:* Creation or improvement of approximately 14 acres of public open space, including improvement of RPD's India Basin Open Space, creation of the Big Green and dedication to RPD, Public Market and Town Triangle as well as publicly accessible plazas, bicycle trails and pedestrian pathways and spaces throughout the site.
- *Affordable Housing:* The Project would create a significant amount of affordable housing units. The affordable housing plan will facilitate development of 25% of all residential units built within the project site as below market rate units, inclusionary units or in lieu fee units. A minimum of 319 affordable units will be built as either on-site inclusionary or in dedicated parcels within the site. The project may fee out on up to 300 market-rate units, generating an in-lieu fee for up to 75 offsite affordable units that can be satisfied through either new construction or acquisition rehabilitation exclusively in Supervisor District 10.
- *Sustainability and Sea Level Rise Protection:* The Project would implement sustainability measures to enhance livability, health and wellness, mobility and connectivity, climate protection, resource efficiency, and ecosystem stewardship and provide funding sources through the formation of a Community Facilities (Special Tax) District that the City will use to implement protections along the Southern Bayfront shoreline from future sea level rise.
- *Maintenance of Public Spaces and other Areas:* A separate services-only Community Facilities (Special Tax) District will be established to provide approximately $1.5 million annual private financing by the project for the cost of long-term management and maintenance of public spaces and certain portions of public rights-of-way with improvements that exceed basic city standards.
- *Transportation:* The Project would construct major new transportation infrastructure and would contribute toward other transportation and other infrastructure critical to serving India Basin through payment of a Transit Impact Fee, estimated at approximately $10 million. The Project includes a robust Transportation Demand Management program with a requirement to reduce single occupancy vehicle trips by 20% from baseline metrics. This requirement was identified as part of the environmental review process.
- *Jobs & Workforce Development Program:* The Project will implement a robust workforce commitment program to encourage local business participation, including LBE participation goal of 17% as established by the City's Contract Monitoring Division as well as participation in the City's First Source Hiring Requirements. The sponsor will further provide resources to support community-based organizations that provide barrier removal services and job readiness training for individuals within at-risk populations.
- *Community Facilities.* If requested, the Project will make available to the City up to 5,000 gsf of space at market rate for community facilities.

In conjunction with the Development Agreement, it is proposed that the Board of Supervisors would approve various transactional documents, including the State Lands Trust Exchange Agreement, which is an agreement between the master developer and the Port. Other City agencies retain a role in reviewing and issuing later approvals for the Project (for example, subdivision of the site and construction of infrastructure and other public facilities), as memorialized in the DA and other implementing documents. It is also proposed as part of approval of the DA that the City will consent to waive or modify certain procedures and requirements under existing Codes in consideration of alternative provisions in the DA.

Shadow Impact Finding (Section 295)

Pursuant to Planning Code Section 295, no net new shadow is allowed to be created by new development on any property under the jurisdiction of, or designated for acquisition by, Recreation and Park Department property unless the Planning Commission, in consultation with Recreation and Park's General Manager and the Recreation and Park Commission, makes findings that the new shadows are insignificant and not adverse to the use of the park property. Incorporated into the environmental review for the Project is a detailed shadow analysis prepared pursuant per Department standards. The analyses describe net new shadows[1] cast on adjacent parks (India Basin Open Space, India Basin Shoreline Park, and 900 Innes) by the Project. For the Project, the EIR found the new shadows to be insignificant and not adverse to use of the parks. Planning staff is requesting that the Planning Commission adopt Shadow Impact Findings for the entire site to enable development to move forward as provided for in the DA, DSG and SUD and obviating the need for separate shadow analyses and multiple Commission actions for each future building permit.

Consistent with the EIR, Planning staff finds that the shadow impacts are neither significant nor adverse. The draft Motion for the shadow findings detail the additional percentage of additional shadow would be added to the respective open spaces. The respective open spaces are not subject to the maximum cap of shadow. Additional shadow is permitted on these open spaces as long as the new shadow would not adversely affect use of the park.

ISSUES AND OTHER CONSIDERATIONS

- The India Basin Mixed-Use Project is one of the Southern Bayfront Strategy projects. The Southern Bayfront Strategy is a framework the City has used to negotiate several large scale master development sites that are being developed under development agreements. Staff has concluded that the DA negotiated for Build meets the goals of the Southern Bayfront Strategy to deliver community benefits in the way of contributing to a high quality waterfront, community facilities and affordable housing particularly suited for the India Basin context.
- A portion of the proposed Big Green and India Basin Open Space will become subject to the State Lands Trust. Therefore, the Port technically would have jurisdiction over the property. The Port

[1] Net new shadow is quantified as "net new shadow hours", which is calculated as the area of new shadow created by new development times the hours that such shadows are cast over the course a day. New shadow impacts are only considered for buildings over 40-feet.

will enter into an agreement with RPD to operate and manage the Big Green. of the park assets and would be treated as any other RPD property.

- As noted above, there has been community concern expressed about the heights some of the taller buildings and the precedent that could be set for later development in nearby areas. BUILD has provided alternative development scenarios as part of the EIR review process that shifted the development away from the 160-foot tall buildings to other portions of the site. Staff has concluded that these alternative scenarios would create a less desirable built environment with bulkier podium buildings that would have negative impact to the quality of the streets and adjacent open spaces, including potentially greater shadows on the new public open space. Removing portions of the taller buildings without replacing them elsewhere would result in fewer units, thereby reducing the production of much needed housing, and requiring community benefits be reduced commensurate with the reduction in development. Notably, the current entire privately-owned site is zoned uniformly for development under M-1 at 40 feet with no bulk limitations; the current proposal dedicates several acres of this land permanently for public open space to augment the Bayview's public waterfront open space, enabled by shifting this development capacity to upland portions of the site.
- As noted above, Build has convened over 125 community meetings and presentations regarding this Project. They have convened two separate working groups to discuss issues and concerns of neighbors in the immediate neighborhood and one for the larger Bayview.

REQUIRED COMMISSION ACTION

In order for the Project to proceed, the Commission must:

1) Certify the FEIR pursuant to the CEQA;
2) Adopt CEQA Findings, including a statement of overriding considerations and a MMRP";
3) Recommend that the Board of Supervisors approve the ordinance amending the General Plan including amendments to the Bayview Hunters Point Area Plan, the Urban Design Element, the Recreation and Open Space Element, and the Commerce and Industry Element;
4) Recommend that the Board of Supervisors approve the ordinance amending the Planning Code to establish the India Basin Special Use District, and amend the associated Zoning Maps;
5) Adopt the proposed the India Basin Design Standards and Guidelines document;
6) Recommend that the Board of Supervisors approve the Development Agreement (DA) for the Project; and
7) Make master Shadow Impact Findings under Section 295 of the Planning Code.

BASIS FOR RECOMMENDATION

- The Project will add a substantial number of housing units, including affordable housing units in an underutilized site along the Bayshore while dedicating and improving substantial waterfront acreage to the City to augment the public open space system in an area lacking in such amenities and waterfront access.

- The site is currently underutilized, and the addition of new ground-floor retail spaces, new streets and public amenities, and publicly-accessibly open spaces will enliven the streetscape and will provide new access to the waterfront.
- The Design Standards and Guidelines document will provide specific guidance for the character of the overall Project, resulting in high-quality architecture, extensive streetscape and public realm improvements, and abundant publicly-accessible open space.
- The Development Agreement will provide substantial public benefits in areas including affordable housing, funding for transportation improvements, workforce development, and historic preservation, among other benefits.
- The Project is, on balance, consistent with the Goals, Policies, and Objectives of the General Plan.

RECOMMENDATION: Recommend to the Board of Supervisors approval of the General Plan Amendments, Planning Code Text and Map Amendments, the DA (to be scheduled August 23, 2018), and adoption of approval of the DSG.

Attachments:

General Plan Amendments

Draft Resolution
Draft Ordinance
Exhibit: General Plan Maps with notated proposed changes

Planning Code Text and Map Amendments

Draft Resolution
Draft Ordinance
Exhibit: Zoning Maps with notated proposed changes

Development Agreement

Draft Resolution
Draft Ordinance
Draft Development Agreement

Shadow Findings

Draft Motion
Shadow Study

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SAN FRANCISCO
PLANNING DEPARTMENT

Memo to the Planning Commission

HEARING DATE: JULY 26, 2018

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Case No.:	**2014-002541ENV GPA PCA MAP DEV CWP SHD**
Project Address:	**India Basin Mixed Use Project**
Existing Zoning:	M-1 (Light Industrial) M-2 (Heavy Industrial) NC-2 (Small Scale Neighborhood Commercial) P (Public) 40-X and OS (Open Space) Height and Bulk Districts
Proposed Zoning:	NC-2, MUG, P India Basin Special Use District (SUD) 20/160-IB, OS
Block/Lot:	Various Lots on Blocks 4596, 4597, 4605, 4606, 4607, 4620, 4621, 4622, 4629A, 4630, 4631, 4644, 4645, and 4646
Project Sponsor:	Recreation and Park Department and BUILD Inc.
Staff Contact:	Mathew Snyder – (415) 575-6891 Mathew.Snyder@sfgov.org
Recommendation:	**Approval with Conditions**

This memorandum documents the changes made to the approval packet for the India Basin Mixed-Use Project sent July 19, 2018. (Proposed revisions shown in underline.)

Changes include (1) clarifications to the Executive Summary, Motions and Resolutions regarding required actions and the name of the Project Sponsor; (2) minor edits to the CEQA findings; (3) revised language in the General Plan Amendment Resolution regarding General Plan consistency findings; (4) a revised substitute draft Planning Code and Zoning Map Amendment Ordinance and associated draft Resolution; and (5) additional changes to the Development Agreement resolution recognizing that the Project Sponsor is targeting 20% reduction in vehicle trip.

On July 24, 2018, Supervisor Cohen introduced a substitute Ordinance amending the Planning Code and Zoning Map. In this memo, Staff is recommending some additional minor amendments to this substitute Ordinance.

The Substitute Planning Code Amendment Ordinance is attached along with the Resolution of the Recreation and Parks Commission regarding Shadow Findings under Planning Code section 295 that were made at its March 18, 2018 hearing. Letters of support, including from the India Basin Neighborhood Association, and one letter of opposition is also attached.

Executive Summary and Motions and Resolutions

Staff is recommending that the Executive Summary and all Motions and Resolutions before you be revised to (1) reflect the official name of the Project Sponsor for the 700 Innes and India Basin Open Space component of the Project as being "India Basin Investments, LLC"; (2) the Executive Summary is to

include General Plan Amendments and General Plan findings as being required actions; and (3) descriptions throughout are to reflect that improvements to the India Basin Open Space are included in the component of the Project that will be implemented by India Basin Investments, LLC.

CEQA Findings

Staff is recommending the following clarification to the CEQA Findings:

On p. 2 of the CEQA Findings, in the second paragraph, make the following edit to the first sentence:

> BUILD would redevelop approximately 29.26 acres of privately and publicly owned parcels along the shoreline to create a new publicly accessible network of improved parkland and open space and a mixed-use urban village, consisting 1,575 residential units, 209,000 of commercial use, 1,800 off-street parking spaces, and 1,575 bicycle parking spaces.

On p. 61 of the CEQA Findings, under Bullet "Land Use and Sustainable Development", make the following edit to the second sentence:

> Key elements of the Sustainability Plan include developing a currently underutilized site with mixed-use development and open space...and rehabilitation of historic resources such as 702 Earl Street and the Shipwrights Cottage, the later in compliance with the Secretary of Interior's Standards of Rehabilitation.

General Plan Consistency Findings

The General Plan Findings and Planning Code Section 101.1 Findings are included in the General Plan Amendments Resolution. To clarify that these findings can be used for actions that are consistent with and further the project beyond those before the Planning Commission at the July 26 hearing, staff is recommending the following revision:

> AND BE IT FURTHER RESOLVED, that the Planning Commission finds these General Plan Amendments are in general conformity with the General Plan, and the Project and its approvals associated therein, all as more particularly described in Exhibit E to the Development Agreement on file with the Planning Department in Case No. 2014-002541DVA are each on balance, consistent with the following Objectives and Policies of the General Plan, as it is proposed to be amended as follows. These General Plan Findings are for the entirety of the Project and contemplate approval actions that, in addition to the General Plan Amendments, include but are not limited to Planning Code Text and Zoning Map Amendments, DA approval, DSG approval, adoption of Shadow findings under Planning Code Section 295, land acquisitions and conveyances as necessary to implement the public trust exchange contemplated in the DA, and actions by the Board of Supervisors and applicable City agencies approving the vacation of portions of Griffith Street, Hudson Avenue, Earl Street and Arelious Walker Avenue within the Project Site as contemplated by the DA; and
>
> AND BE IT FURTHER RESOLVED, That in regard to any other later approvals that are consistent with and further the Project, this Commission and the Department, to the maximum extent practicable, shall rely on these General Plan consistency findings.

Development Agreement Draft Resolution

The Transportation Plan / Transportation Demand Management Plan will include a goal of reducing estimated aggregate daily one-way vehicle trips by 20%. This new target is greater than required by the MMRP. As such, Planning staff is recommending the following addition to the Resolution acknowledging this difference.

Prior to the first NOW THEREFORE BE IT RESOLVED clause, insert:

> WHEREAS, as a part of the requirements of the DA, the Project Sponsor has committed to implementing a Transportation Plan / Transportation Demand Management Plan, that among other commitments, includes a goal of reducing estimated aggregate daily one-way vehicle trips associated with the 700 Innes and India Basin Open Space properties by at 20 percent compared to the aggregate daily one-way vehicle trips identified in the project-related Transportation Impact Study. The Mitigation Monitoring Reporting Program requires that such trips be reduced by at least 15 percent; therefore the new 20 percent target is consistent with meeting the "at least" 15 percent requirement.

Planning Code and Zoning Map Ordinance

Subsequent to the Planning packets being sent last week, City staff continued to work on the new Planning Code provisions that would implement the Project. Supervisor Cohen introduced a substitute Ordinance at the Board Supervisors on July 24, 2018 that reflected changes to the Special Use District. Staff has been involved in the review of this legislation and supports it. Staff's recommendation is for the Planning Commission to approve the substitute Ordinance (attached). Below is a description of the substantive changes:

Major and Minor Modifications Process

Section 249.84 (f), page 5, lines 19 through 23:

> Definitions for Major and Minor Modifications have been revised by removing indication that such modifications apply to "vertical development only".

Land Use

> Section 249.84(g), pages 7 (line 1) through 9 (line 1), Land Use Chart has been revised by (1) correcting that "Entertainment, Arts & Recreation Use" are generally principally permitted in the Public Market / Town Triangle Zone (publicly accessible privately owned spaces); and (2) clarified that "Entertainment, Arts & Recreational Uses" are not permitted within the "Privately Owned Open Space" and removed unnecessary exception to allowing "Passive Open Area" within such zone and renumbered exceptions accordingly.

Interim Uses

> Section 249.84(g)(4), page 11 (lines 4-5),: Subsection (J) has been added as follows:
>
> *(J) Trailers, recreational vehicles, or other temporary housing for construction workers, seasonal labor, or other workforce employment needs.*

Usable Open Space

Section 249(h)(8), page 13 (lines 12-19): In recognition that the Project includes a significant amount of new open space (both publicly owned and privately owned) that will be delivered in conjunction with vertical development, the following open space exception has now been included in the Draft Ordinance:

> *Notwithstanding the above, dwelling units within "the Cove" portion of the site, as described in the Development Agreement and shown in Figure 1-38 of the DSG, are exempt from this usable open space requirement, given their immediate adjacency to "the Market Place" open space.*

NOTE: Planning staff is also recommending further revisions to the open space requirement that were not included in the Substitute Ordinance and are described below under discussion of the Draft Planning Code Resolution.

Dwelling Unit Exposure

Section 249(h)(9), Page 13 (lines 20-24): revised the language to be consistent with the DSG:

> *All required dwelling unit windows and openings as defined by Section 504: Light and Ventilation of the San Francisco Housing Code shall face directly on an open area such as a public street, laneway, parcel break, trail, or unobstructed open space, for a minimum horizontal clear dimension of 25 feet, measured perpendicularly from the required window or opening face, as further provided in the DSG.*

Off-Street Parking

Section 249(h)(10), Page 14 (lines 1-20): revised Table 249.84-3 to include the following requirements specifically for grocery stores:

Retail, except General Grocery or Special Grocery Use	*1 space: 700 gross square feet*
General Grocery or Special Grocery Uses below 20,000 gross square feet	*1 space: 500 gross square feet*
General Grocery or Special Grocery Uses with 20,000 gross square feet or more	*1 space: 250 gross square feet*

New language has also been added to clarify that publicly accessible parking for the Project's parks and open spaces is permitted beyond those provided in the parking maximum ratios:

> *Notwithstanding the maximum off-street parking ratios established in Table 249.84-3, up to 225 public parking spaces may be provided to visitors to India Basin's parks, subject to the 1,800-parking-space cap.*

Planning Code and Zoning Map Draft Resolution: Staff Recommendation for Additional Text Amendments

As noted above, Planning staff is recommending further revisions to the Planning Code Text amendments regarding Usable Open Space, which were not included in the revised draft Ordinance described above.

Therefore, staff is recommending that the Commission include as part of its action the following language to address further exceptions to the on-site usable open space requirement:

AND BE IT FURTHER RESOLVED, that the Commission hereby recommends that the Board of Supervisors incorporate the following additional provision and corrections within the Draft Ordinance:

Section 249.84(f) Definitions: add to the end of the Minor Modification definition:

> *Notwithstanding the forgoing, minor modifications shall also include modifications of up to 50% for the usable space requirement for buildings on F3, F4, F5, F6 and F8 and identified in the DSG.*

On top of the above additional open space provision, correct the following to Section 3 of the Draft Ordinance :

(d) To change the Zoning Map (ZN09) from M-2 (Heavy Industrial) to P:

~~4646/002, 003, 003A, 019~~	~~NC-2~~	~~P~~
4596 / 025; 4597/ 025	M-2	P

Attachments:
Draft Substitute Planning Code and Map Ordinance
Recreation and Parks Commission Resolution 1807-004
Letter of Opposition
Letter of Support

[Planning Code, Zoning Map - India Basin Special Use District]

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the southeast part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

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

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

Section 1. Planning and Environmental Findings.

(a) In companion legislation adopting a Development Agreement associated with the India Basin Mixed-Use project, the Board of Supervisors adopted environmental findings pursuant to the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000 et seq.), the CEQA Guidelines (14 Cal. Code Reg. Sections 15000 et seq.), and Chapter 31 of the Administrative Code. The Board of Supervisors adopts these environmental findings as though fully set forth herein in relation to this ordinance. A copy of

said companion legislation is in Board of Supervisors File No. _____ and it and its environmental findings are incorporated herein by reference.

(b) In companion legislation adopting General Plan amendments associated with the India Basin Mixed-Use project, the Board of Supervisors adopted findings that the actions contemplated in this ordinance are consistent, on balance, with the City's General Plan and eight priority policies of Planning Code Section 101.1. The Board incorporates these findings by reference and adopts these findings as its own. A copy of said companion legislation is in Board of Supervisors File No. _____.

(c) Pursuant to Planning Code Section 302, this Board finds that this Planning Code amendment will serve the public necessity, convenience, and welfare for the reasons set forth in Planning Commission Resolution No. _____ and adopted on _____, 2018, and the Board adopts such reasons as its own. A copy of said resolution is on file with the Clerk of the Board of Supervisors in File No. _____ and is incorporated herein by reference.

Section 2. The Planning Code is hereby amended by adding Section 249.84, to read as follows:

SEC. 249.84. INDIA BASIN SPECIAL USE DISTRICT.

*(a) **Purpose and Boundaries.** A Special Use District entitled the "India Basin Special Use District" (SUD) is hereby established, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the southeast part of San Francisco. The precise boundaries of the SUD are shown on Sectional Map SU09 of the Zoning Map. The purpose of this SUD is to implement the Development Agreement for the India Basin Mixed-Use Project (Project), approved by the Board of Supervisors in the ordinance in Board File No._____. The Project will provide several benefits to the City, such as a significant amount of open space, increased public access,*

commercial space, extensive infrastructure improvements, and affordable housing, while creating jobs, housing, and a vibrant community.

(b) ***Public Trust****. Within this SUD, certain property is or will be subject to the public trust for commerce, navigation, and fisheries (the Public Trust) in accordance with a public trust exchange and title settlement agreement with the State of California. The Port of San Francisco (Port) has jurisdiction over the Public Trust property, with the right to prohibit uses that are not consistent with the Public Trust. The Port also shall issue permits for any improvements on the Public Trust property, subject to any delegation by the Port to another City agency. The Recreation and Park Department will operate and maintain the public parks and open spaces located on Public Trust property, in accordance with an agreement with the Port and in accordance with the open space covenant attached to the Development Agreement (Open Space Covenant). The Planning Commission has jurisdiction over the permitting for any development of property within the SUD that is not subject to the Public Trust.*

(c) ***Relationship to Design Standards and Guidelines.*** *The Design Standards and Guidelines (DSG), as may be periodically amended, are incorporated into this SUD and set forth standards and guidelines applicable within the SUD. A copy of the DSG is on file with the Planning Department and is available on its website. This SUD and the DSG shall be read and construed together so as to avoid any conflict to the greatest extent possible. If there is an unavoidable conflict between the SUD and the DSG, the SUD shall prevail. The Planning Director may make adjustments to the DSG for areas within the Planning Commission's jurisdiction, provided any material amendment to the DSG, as determined by the Planning Director, will be subject to the review and approval of the Planning Commission. Adjustments to the DSG for areas outside of the Planning Commission's jurisdiction, such as adjustments to the public right-of-ways, public infrastructure, or recreational facilities within the parks, may be made by the Public Works Director, the San Francisco Public Utilities Commission General Manager, or the Recreation and Park Department General Manager, as applicable, subject to*

the requirements of the Development Agreement and the Open Space Covenant and following consultation with the Planning Director.

(d) ***Relationship to Other Planning Code Provisions.*** *Applicable provisions of the Planning Code shall control except as otherwise provided in this SUD, the DSG within the control of the Planning Commission or Recreation and Park Commission, and the Development Agreement (for so long as the Development Agreement is in effect). In the event of a conflict between other provisions of the Planning Code and the DSG or this SUD (and further subject to subsection (e) below), this SUD shall control first, followed by the DSG and the Planning Code.*

(e) ***Relationship to the Development Agreement.*** *This SUD shall be read and construed consistent with the Development Agreement, and all development within the Project Site shall satisfy the requirements of the Development Agreement for so long as it remains in effect for each part of the Project Site. As described in the Development Agreement, the Project is divided into Development Phases, and no development may occur within a Development Phase until after the Planning Department issues a Development Phase Approval. Upon expiration or termination of the Development Agreement for any part of the Project Site, any new development, other than replacement of what was built under the Development Agreement, shall require a conditional use approval under Section 303 of this Code.*

(f) ***Definitions.*** *If not expressly superseded by definitions set forth in this Section 249.84 the DSG, or the Development Agreement, all definitions, procedures, and requirements of the Planning Code shall apply to this SUD. The following definitions shall govern interpretation of this Section:*

"Applicant" means the owner or authorized agent of the owner of a parcel that applies for an approval under this SUD.

"Building Standards" means the standards applicable to Vertical Improvements and any associated privately-owned open spaces within the SUD, consisting of the standards specified in subsection (h) below and the standards identified as such in the DSG. It does not mean Building Code

requirements under either the California, the San Francisco, or the Port of San Francisco Building Codes, which this SUD and the DSG do not override.

"Development Agreement" shall mean the Development Agreement By and Between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, Relative to the Development Known as India Basin Mixed-Use Project, approved by the Board of Supervisors in the ordinance in Board File No. _____, as it may be amended from time to time.

"Development Phase" and "Development Phase Approval" have the meaning set forth in the Development Agreement.

"General Manager" means the General Manager of the Recreation and Park Department.

"Horizontal Development" or "Horizontal Improvements" means all improvements and construction required to prepare land for Vertical Improvements, including streets, right-of-ways, utility lines, and infrastructure to serve development lots, transit improvements, public parks and open spaces, bicycle paths, and shoreline improvements. Horizontal Development shall include all Public Improvements and all Privately-Owned Community Improvements, as those terms are defined in the Development Agreement.

"India Basin DSG" or "DSG" shall mean the document adopted by Planning Commission Motion _____, as may be amended from time to time. The DSG is incorporated into this SUD by reference.

"Major Modification" means a deviation of 10% or more from any dimensional or numerical standard in this SUD or in the DSG, except as explicitly prohibited per subsection (i) below.

"Minor Modification" means a deviation of less than 10% from any dimensional or numerical standard in this SUD or in the DSG, except as explicitly prohibited per subsection (i) below, or any deviation from any non-numerical standard in the DSG.

"Privately-Owned Community Improvement" shall mean a facility that is privately owned and privately maintained, at no cost to the City, for the public benefit, that is not dedicated to the City. The

Privately-Owned Community Improvements include certain right-of-ways, pedestrian paths and bicycle lanes, open spaces, the public market, and storm drain facilities, as more particularly described in the Development Agreement.

"Project Site" has the meaning set forth in the Development Agreement.

"Public Improvements" means the facilities, both on- and off-site, to be improved, constructed, and dedicated by Developer and, upon completion in accordance with the Development Agreement, accepted by the City. Public Improvements include the streets within the Project Site described in the Development Agreement, and all infrastructure and public utilities within the accepted streets (such as gas, electricity, and water and sewer lines, but excluding any non-municipal utilities), as well as sidewalks, bicycle lanes, street furniture, paths, and intersection improvements (such as curbs, medians, signaling, traffic controls devices, signage, and striping). Public Improvements also include the Parks and Open Spaces, the SFPUC Infrastructure, and the SFMTA Infrastructure, as those terms are defined in the Development Agreement. The Public Improvements do not include Privately-Owned Community Improvements.

"RPC Open Space" means publicly-owned areas within the SUD that are within the jurisdiction of the Port Commission or the Recreation and Park Commission, as depicted on Figure 249.84-1: RPC Open Space.

[Insert Figure 249.84-1: RPC Open Space]

"Vertical Development" or "Vertical Improvements" means new construction of a building and any later expansion or addition to a previously approved building, where the building is located within the Mixed-Use, Residential Mixed-Use, Multi-Family Residential, or Public Market land use districts within the SUD shown in Figure 249.84-2: India Basin Use Districts.

[Insert Figure 249.84-2: India Basin Use Districts (figure 4-6 of the DSG)]

*(g) **Uses.***

*(1) **Permitted Uses.** The following uses set forth in Table 249.84-1: India Basin Uses shall be permitted as indicated within the different use districts of the SUD, where P means Permitted Use and NP means Non-permitted Use.*

Table 249.84.1: India Basin Uses

Use	*Mixed Use*	*Residential Mixed-Use*	*Multi-Family Residential*	*Public Market / Town Triangle*	*Privately Owned Open Space*
Agriculture Use	*P (1,2)*	*P (1,2)*	*P (1,2)*	*P (1)*	*P (1)*
Automotive Use	*NP (3)*	*NP (3)*	*NP (3)*	*NP*	*NP*
Entertainment, Arts & Recreation Use	*P (4,5)*	*P (4,5)*	*P (5,6)*	*P (5, 6)*	*NP*
Industrial Use	*NP (7)*	*NP (7, 8)*	*NP (3)*	*NP*	*NP*
Institutional Use	*P (9)*	*P (10)*	*P (10,11)*	*NP (12)*	*NP*
Residential Use	*P*	*P*	*P*	*NP*	*NP*
Sales and Services, Non-Retail Use	*P (13)*	*P (13)*	*NP*	*NP*	*NP*
Sales and Services, Retail Use	*P (14)*	*P (14, 15)*	*NP*	*NP (16)*	*NP*
Utility and Infrastructure Use	*NP (17, 18)*	*NP (17, 18)*	*NP (17, 18)*	*NP (18)*	*NP (18)*

Notes:

1. Use permitted with the exception of Large Scale Urban Agriculture and Industrial Agriculture.

2. Use permitted with the exception of Greenhouses.

3. Use not permitted with the exception of Public and Private Parking facilities.

4. Use permitted with a maximum limit of three screens for any Movie Theater use.

5. Use permitted with the exception of Livery Stables and Sports Stadiums.

6. Use permitted with the exception of Movie Theater and Nighttime Entertainment.

7. Use not permitted with the exception of Cat Boarding, Kennel, Light Manufacturing, Metal Working, Parcel Trade Office, Trade Shop, Animal Processing 1, and Food Fiber and Beverage Processing.

8. Use not permitted except on Ground Floor.

9. Cannabis Dispensary permitted with Conditional Use.

10. Use permitted with the exception of Cannabis Dispensary and Hospital.

11. Use Permitted with the exception of Job Training, Trade School and Post-secondary Educational Institution.

12. Use not permitted with the exception of Public Facilities.

13. Use permitted with the exception of Laboratory, Life Sciences, Commercial Storage, Wholesale Sales, and Wholesale Storage.

14. Use permitted with the exception of Adult Business, Mortuary, Limited Financial Services, Motel, Self-Storage and Tobacco Paraphernalia Store.

15. Use permitted with the exception of Animal Hospital, Fringe Financial Services.

16. Use not permitted with the exception of Grocery, Food and Beverage uses.

17. Use not permitted with the exception of Internet Service Exchange, Wireless Telecommunication Services (WTS) Facility, which shall be permitted with a Conditional Use permit.

18. Use not permitted with the exception of Utility Installation.

*(2) **Uses within RPC Open Space.** Subject to the limitations imposed by the Public Trust, uses within RPC Open Space shall be subject to review under Planning Code section 211, which controls land uses within P (Public) Districts. Notwithstanding Planning Code Sections 211, 211.1, and 211.2, the following uses shall be considered principally permitted: concessionaire stands and infrastructure as described in the Development Agreement and the DSG.*

*(3) **Temporary Uses.** Subject to the limitations imposed by the Public Trust, any of the following temporary uses (collectively, Temporary Uses) may be authorized by the General Manager for uses located within the RPC Open Space or the Planning Director for uses located within the SUD but outside the RPC Open Space without a public hearing for a period not to exceed 90 days: booths for charitable, patriotic, or welfare purposes; markets; exhibitions, festivals, circuses, musical and theatrical performances, and other forms of live entertainment including setup/load-in and demobilization/load-out; athletic events; open-air sales of agriculturally-produced seasonal decorations such as Christmas trees and Halloween pumpkins; meeting rooms and event staging; mobile food on private property; and temporary retail establishments. Such authorization may be extended for another 90 days, as approved by the General Manager or Planning Director, as applicable. The General Manager (for uses located within the RPC Open Space) or the Planning Director (for uses located outside the RPC Open Space) may authorize recurring Temporary Uses, such as a weekly farmers market, under a single authorization. All such uses on the public right-of-way are subject to permitting as required under the Municipal Code.*

*(4) **Interim Uses.** Subject to the limitations imposed by the Public Trust, interim uses for a period not to exceed five years may be authorized by the General Manager (for uses located within the RPC Open Space) or the Planning Director (for uses located outside the RPC Open Space) without a public hearing if the General Manager or Planning Director, as applicable, finds that such Interim Use will not impede orderly development consistent with this SUD, the DSG, and the*

Development Agreement. Additional time for such uses may be authorized upon a new application. Any Interim Use listed in this subsection (g)(4) that is integral to development under the Development Agreement, as determined by the General Manager or Planning Director, as applicable, shall not require separate authorization as an Interim or Temporary use (for example, uses incidental to environmental clean-up, demolition and construction, storage, and automobile and truck parking and loading related to construction activities). Any authorization granted pursuant to this subsection (g)(4) shall not exempt the applicant from obtaining any other permit required by law. All such uses on the public right-of-way are subject to permitting as required under the Municipal Code. In addition to temporary uses integral to the development, Interim Uses shall include, but are not limited to:

(A) Retail activities, which may include the on-site assembly, production, or sale of food, beverages, and goods, the operation of restaurants or other retail food service in temporary structures, outdoor seating, food trucks, and food carts;

(B) Temporary art installations, exhibits, and sales;

(C) Recreational facilities and uses (such as play and climbing structures and outdoor fitness classes);

(D) Motor vehicle and bicycle parking, if accessory to other permitted, temporary, or interim uses;

(E) On-site assembly and production of goods in enclosed or unenclosed temporary structures;

(F) Educational activities, including but not limited to after-school day camp and activities;

(G) Site management service, administrative functions, and customer amenities and associated loading;

(H) Rental or sales offices incidental to new development;

(I) Entertainment uses, both unenclosed and enclosed, which may include temporary structures to accommodate stages, seating, and support facilities for patrons and operations; and

(J) Trailers, recreational vehicles, or other temporary housing for construction workers, seasonal labor, or other workforce employment needs.

*(5) **Nonconforming Uses.** The Planning Director and the General Manager may allow the reasonable continuance, modification, or expansion of existing uses and structures that do not comply with this Section 249.84 or the DSG upon a determination that the use would not impede the orderly development of the SUD consistent with this Section and the Development Agreement.*

*(6) **Ground Floor Use Requirements.** Ground Floor Uses are required as indicated in Table 249.84-2: Types of Ground Floor Uses and Figure 249.84-3: Ground Floor Uses, below. Such uses cannot face a public right-of-way or public open space with non-transparent walls or involve the storage of goods or vehicles at a rate greater than 15% of the required frontage length, as further governed by the Ground Floor Use Requirements in the DSG.*

Table 249.84-2: Types of Ground Floor Uses

Ground Floor Use Type	***Allowed Use Categories (can be principal, conditional, or accessory)***
Type A	*Entertainment, Arts, and Recreation Uses, Sales and Services, Retail Uses*

Type B	*Sales and Services, Non-Retail and Institutional Use*
Type C	*Residential Use Category*

[Insert Figure 249.84-3: Ground Floor Uses (DSG Figure No. 4-7)]

*(h) **Building Standards.** Building Standards shall be as follows, unless modified in accordance with subsections (i)(2) or (i)(3), below.*

*(1) **Residential Unit Density.** There shall be no residential unit density limit within this SUD.*

*(2) **Floor Area Ratio.** There shall be no floor-area-ratio limit within this SUD.*

*(3) **Building Height.** The height limits shall be as set forth on Sectional Map HT09 of the Zoning Map and as further limited and detailed in Figure 249.84-4: Building Heights Maximum, and as further governed by the DSG.*

[Insert Figure 249.84-4: Building Heights Maximum.]

*(4) **Measurement of Height.** Buildings shall be measured from predetermined points as provided in Figure 249.84-5: Measurement of Height and as further set forth in Chapter 5 of the DSG. Portions of the Site within the "OS" Height designations shall be subject to the same requirements and review procedures of other properties throughout San Francisco with an "OS" Height and Bulk designation.*

[Insert Figure 249.84-5: Measurement of Height (DSG Figure 5-5).]

*(5) **Bulk**. No building dimension shall be greater than 270 feet along any public right-of-way or public open space. No portion of any building above 80 feet in height shall have a dimension greater than 130 feet. Buildings shall also meet the DSG requirements for building modulation and sculpting.*

*(6) **Setbacks**. Buildings shall be set back from or built to the respective right-of-ways as shown in Figure 249.84-6: Setbacks, and as further governed by the DSG.*

[Insert Figure 249.84-6: Setbacks (DSG Figure 5-7).]

*(7) **Rear Yard**. There shall be no rear yard requirement within the India Basin SUD.*

*(8) **Usable Open Space**. In addition to any publicly-accessible open spaces described in the DSG, a minimum of 36 square feet of open space if private, or 48 square feet of open space if common, shall be provided for each dwelling unit. Such open space may be on the ground, on decks, balconies, porches, or other facilities and shall be provided on the same development block as the unit to be served. The standards for open spaces shall be governed by the DSG. Notwithstanding the above, dwelling units within "the Cove" portion of the site, as described in the Development Agreement and shown in Figure 1-38 of the DSG, are exempt from this usable open space requirement, given their immediate adjacency to "the Market Place" open space.*

*(9) **Minimum Dwelling Unit Exposure**. All required dwelling unit windows and openings as defined by Section 504: Light and Ventilation of the San Francisco Housing Code shall face directly on an open area such as a public street, laneway, parcel break, trail, or unobstructed open space, for a minimum horizontal clear dimension of 25 feet, measured perpendicularly from the required window or opening face, as further provided in the DSG.*

*(10) **Maximum Off-Street Parking.** The standards for off-street parking shall be governed by the DSG. Off-Street parking is not required and shall be limited to the following maximum ratios:*

Table 249.84-3: Maximum Off-Street Parking Ratios per Land Use

Land Use	***Off-Street Parking Ratio***
Residential	*1 space: 1 unit*
Office	*1 space: 1,200 gross square feet*
Retail, except General Grocery or Special Grocery Use	*1 space: 700 gross square feet*
General Grocery or Special Grocery Uses below 20,000 gross square feet	*1 space: 500 gross square feet*
General Grocery or Special Grocery Uses with 20,000 gross square feet or more	*1 space: 250 gross square feet*

Pursuant to subsection (l)(4), parking amounts may be greater on a parcel-by-parcel basis than otherwise allowed by Table 249.84-3, but not to exceed 1,800 off-street parking spaces in the SUD. Notwithstanding the maximum off-street parking ratios established in Table 249.84-3, up to 225 public parking spaces may be provided to visitors to India Basin's parks, subject to the 1,800-parking-space cap.

*(11) **Loading.** Off-street loading spaces shall be provided in the following amounts, and as shown in Table 249.84-4: Loading Spaces, and Figure 249.84-7: Loading Spaces, subject to modifications in accordance with Section 4.7 of the DSG.*

Table 249.84-4: Loading Spaces

Garage	***Loading Spaces***
The Cove	*5*
Hillside	*7*
Flats	*2*

[Insert Figure 249.84-7: Loading Spaces]

*(12) **Bicycle Parking**. The amount of bicycle parking required shall be governed by the Planning Code, but the location and design of the required bicycle parking shall be governed by the DSG and the transportation plan attached to the Development Agreement.*

*(13) **Showers and Lockers**. Showers and lockers shall be provided pursuant to the Planning Code.*

*(14) **Permitted Obstructions**. Obstructions shall extend no more than three feet within required setbacks and right-of-ways and no more than four feet within required setbacks greater than one foot, as further described in the DSG.*

*(15) **Streetscape Improvements**. Implementation of the Rights-of-Way Public Realm Improvements as described in the DSG shall be required pursuant to the Development Agreement.*

*(16) **Signage**. Notwithstanding the signage controls of Article 6 for business and identifying signs within NC-2 and MUG Districts, the following signage controls shall be applied within the Mixed Use, Residential Mixed-Use, and Multi-Family Residential districts of this SUD, in addition to regulation of signs in the DSG:*

(A) Freestanding signs are not permitted.

(B) Signs shall be placed no higher than 30feet above grade.

(C) Identifying signs shall be no larger than 10 square feet.

(D) There is no limitation on the area of business signs as long as they meet the controls of the DSG.

(E) Projecting signs may project no more than 50% of the sidewalk width and must be oriented perpendicular to the building face.

*(17) **Inclusionary Housing Requirements.** For so long as the Development Agreement is in effect with respect to a portion of the Project Site, the affordable housing requirements of the Development Agreement shall govern that portion of the Project Site. Upon expiration or termination of the Development Agreement as applied to a portion of the Project Site, the then-applicable affordable housing requirements of the Planning Code shall apply to that portion of the Project Site, without reference to the date of any earlier environmental review application.*

*(18) **Impact Fees.** For so long as the Development Agreement remains in effect with respect to a portion of the Project Site, the developer impact fees payable for any Vertical Development on that portion of the Project Site will be determined in accordance with the Development Agreement. Upon expiration or termination of the Development Agreement as applied to a portion of the Project Site, the then-applicable developer impact fees in the Planning Code shall apply to that portion of the Project Site.*

*(i) **Modifications to Building Standards and Ground Floor Use Requirements.** Modification of the Building Standards and Ground Floor Use Requirements set forth in this SUD and as more specifically set forth in the DSG may be approved on a project-by-project basis according to the procedures set forth below.*

*(1) **No Modifications or Variances.** No modifications or variances are permitted for maximum height and maximum off-street parking ratios established in this SUD, except as provided in subsection (l)(4). Other Building Standards set forth in this SUD or in the DSG may only be modified as provided in subsections (i)(2) and (i)(3).*

*(2) **Minor Modifications.** The Planning Director may approve a Minor Modification administratively in accordance with the procedures set forth in subsection (l).*

*(3) **Major Modifications.** The Planning Commission shall hear any application for a Major Modification in accordance with the procedures set forth in subsection (l).*

*(j) **Development Phase Approval.** The Planning Department shall approve only those applications for individual building projects that are consistent with a Development Phase Approval. The Development Phase Approval process, as set forth in the Development Agreement, is to ensure that all Horizontal Improvements and Vertical Improvements within a Development Phase are consistent with the Development Agreement and this SUD. The Planning Director shall act on a Development Phase Application within 60 days after submittal of a complete Development Phase Application.*

*(k) **Design Review and Approval.** To ensure that Vertical Improvements and Privately-Owned Community Improvements meet the DSG and Development Agreement requirements, an Applicant shall submit a design review application and receive approval from the Planning Department, or the Planning Commission if required, before obtaining any permits for the applicable construction. Design review and approval for all RPC Open Spaces shall be performed by the Recreation and Park Department, with Planning Department consultation, subject to the Port's approval for consistency with the Public Trust for any lands that are subject to the Public Trust. Standards and limitations on design review approval are set forth in the Development Agreement and in subsection (l), below. Nothing in this Section 249.84 limits the Charter authority of any City department or commission or the rights of City agencies to review and approve proposed infrastructure as set forth in the Development Agreement.*

*(l) **Design Review Applications and Process.***

*(1) **Applications.** Each design review application shall include the documents and other materials necessary to determine consistency with this SUD and the DSG, including site plans, sections, elevations, renderings, landscape plans, and exterior material samples to illustrate the overall*

concept design of the proposed buildings. If an Applicant requests a Major or Minor Modification, the application shall describe proposed changes in reasonable detail, including narrative and supporting images, if appropriate, and a statement of the purpose or benefits of the proposed changes. Substitutions should be of equal or superior quality to existing standards.

*(2) **Completeness.** Planning Department staff shall review the application for completeness and advise the Applicant in writing of any deficiencies within 30 days of the date of the application.*

*(3) **Design Review of Vertical Improvements and Privately-Owned Community Improvements.** Upon a determination of completeness, Planning Department staff shall conduct design review and prepare a staff report determining compliance with this SUD and the DSG, including a recommendation regarding any modifications sought. The staff report shall be delivered to the Applicant and any third parties requesting notice in writing, shall be kept on file, and shall be posted on the Department's website for public review, within 60 days of the determination of completeness. If Planning Department staff determines that the design is not compliant with this SUD or the DSG, the Applicant may resubmit the Application, in which case the requirements of this subsection (l) for determination of completeness, staff review and determination of compliance, and delivery, filing, and posting of the staff report, shall apply anew.*

*(4) **Off-Street Parking.** Design review applications for Vertical Improvements shall include the requested number of off-street parking spaces sought for the Vertical Improvement. It is the intent of this SUD that at full build-out of all parcels in the SUD, the total number of off-street parking spaces within the SUD shall not exceed the applicable maximum parking ratios specified in Table 249.84-3. The maximum parking ratios shall not apply to individual Vertical Improvements or parcels, but shall be considered cumulatively for the Vertical Improvements within the SUD as a whole, as set forth in the Development Agreement. Each application shall include both the individual request for off-*

street parking related to the specific location and the cumulative number of off-street parking spaces previously approved.

(5) Approvals and Public Hearings for Vertical Improvements and Privately-Owned Community Improvements.

(A) Vertical Improvements Seeking No Modifications, or Minor Modifications. *Within 10 days after the delivery and posting of the staff report on the design review application, the Planning Director shall approve or disapprove the design and any Minor Modifications based on its compliance with this SUD, the DSG, and the General Plan. If the Vertical Improvement is consistent with the numeric standards set forth in this SUD and the DSG, the Planning Director's discretion to approve or disapprove the Vertical Improvement shall be limited to the Vertical Improvement's consistency with the non-numeric elements of the DSG and the General Plan. Notwithstanding any other provisions of this SUD, the Planning Director may, at his or her discretion, refer an Application that proposes a Minor Modification to the Planning Commission if the Planning Director determines that the proposed modification does not meet the intent of the DSG standards.*

(B) Vertical Improvements Seeking Major Modifications. *If an application for Vertical Improvements seeks one or more Major Modifications, or if a design review application is otherwise referred to the Planning Commission, the Planning Commission shall calendar the item for a public hearing, subject to any required noticing. The Planning Commission's review shall be limited to the proposed Major Modification or the modifications referred by the Planning Director for failure to meet the DSG standards. The Planning Commission shall consider all comments from the public and the recommendations of the staff report and the Planning Director in making a decision to approve or disapprove the Vertical Improvement design, including the granting of any Major Modifications.*

(C) Notice of Hearings. *In addition to complying with the notice requirements of the Brown Act and the Sunshine Ordinance, notice of Planning Commission hearings required by subsection (l)(5)(B) shall be provided as follows:*

(i) by mail not less than 10 days prior to the date of the hearing, to the Vertical Improvement applicant, to property owners within 300 feet of the exterior boundaries of the property that is the subject of the application, using for this purpose the names and addresses as shown on the citywide assessment roll in the Office of the Tax Collector, and to any person who has requested such notice; and

(ii) by posting on the subject property not less than 10 days prior to the date of the hearing.

*(m) **Change of Use.** Each building permit application submitted to the Department of Building Inspection for Vertical Improvements shall be forwarded to the Planning Department. The applicable department shall review the building permit application for consistency with the authorizations granted pursuant to this Section 249.84. No building permit may be issued for any Vertical Improvement or for a permit of Occupancy that would authorize a new use unless the Planning Department determines such permit is consistent with the Standards set forth in the DSG.*

*(n) **Discretionary Review.** No requests for discretionary review shall be accepted by the Planning Department or heard by the Planning Commission for any Building in the SUD.*

Section 3. The Planning Code is hereby amended in accordance with Planning Code Section 106 by revising Sectional Map ZN09, Height Map HT09, and Special Use District Map SU09 of the Zoning Map, as follows:

(a) To change the Zoning Map (ZN09) from M-1 (Light Industrial) to MUG (Mixed-Use General):

Assessor's Parcels (Blocks/Lot Numbers)	Land Use District Superseded	New Land Use District
4606/100; 4607/025; 4620/001, 002; 4621/016, 018, 100, 101; 4630/005,	M-1	MUG

100; 4631/001, 002; 4644/001, 010, 010A, 010B; 010C, 011; 4645/001, 010, 010A, 011, 012, 013		

(b) To change the Zoning Map (ZN09) from M-1 to P (Public):

4646/001; 4629A/010; 4630/002	M-1	P

(c) To change the Zoning Map (ZN09) from NC-2 (Neighborhood Commercial, Small Scale) to P:

4646/002, 003, 003A, 019	NC-2	P

(d) To change the Zoning Map (ZN09) from M-2 (Heavy Industrial) to P:

4646/002, 003, 003A, 019	NC-2	P

(e) To change the Height and Bulk Map (HT09) from 40-X to 20/160-IB:

Parcels	**Height and Bulk District Superseded**	**New Height and Bulk District**
4606/100; 4607/025; 4620/001, 002; 4621/016, 018, 100, 101; 4630/005, 100; 4631/001, 002; 4644/001, 010, 010A, 010B; 010C, 011; 4645/ 001, 010, 010A, 011, 012, 013;	40-X	20/160-IB

4644/004A, 005, 006, 006A, 007, 008, 009; 4645/003A, 004, 006, 007, 007A, 014, 015		

(f) To change the Height and Bulk Map (HT09) from 40-X to OS:

Parcels	**Height and Bulk District Superseded**	**New Height and Bulk District**
4601/001, 002, 003, 003A, 019; 4629A/101; 4630/002; 4596/026; 4597/026; 4606/026; 4607/024; 4621/021; 4630/002, 006, 007	40-X	OS

(g) To change the Special Use District Map (SD09) by creating the new India Basin Special Use District and assigning the following parcels to be within the India Basin Special Use District:

Parcels	**Special Use District**
4606/100; 4607/025; 4620/001, 002; 4621/016, 018, 100, 101; 4630/005, 100; 4631/001, 002; 4644/001, 010, 010A, 010B; 010C, 011; 4645/001, 010, 010A, 011, 012, 013; 4644/004A, 005, 006, 006A, 007, 008, 009; 4645/003A, 004, 006, 007, 007A, 014, 015; 4596/026; 4597/026; 4606/026; 4607/024; 4621/021; 4630/002, 006, 007	India Basin Special Use District

Section 4: The Figures presented in this ordinance (Figures 249.84-1, 249.84-2, 249.84-3, 249.84-4, 249.84-5, 249.84-6, and 249.84-7) have been placed in Board of Supervisors File No. _____, and are incorporated herein by this reference.

Section 5. Effective and Operative Dates.

(a) This ordinance shall become effective 30 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

(b) This ordinance shall become operative on its effective date or on the effective date of the Development Agreement for the India Basin Mixed-Use project, enacted by the ordinance in Board of Supervisors File No. _____, whichever date occurs later; provided, that this ordinance shall not become operative if the ordinance regarding the Development Agreement is not approved.

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

By: _____
ANDREA RUIZ-ESQUIDE
Deputy City Attorney

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ATTACHMENT B: MITIGATION MONITORING AND REPORTING PROGRAM

AUTHORITY

This Environmental Mitigation Monitoring and Reporting Program (MMRP) has been prepared pursuant to California Environmental Quality Act (known as CEQA [Public Resources Code Sections 21000 et seq.]) Section 21081.6 to provide for the monitoring of mitigation measures required of the India Basin Mixed-Use Project, as set forth in the Draft Environmental Impact Report (Draft EIR) prepared for the Project. This report will be kept on file in the offices of the San Francisco Planning Department (Planning Department), 1650 Mission Street, Fourth Floor, San Francisco, CA, 94103.

If any mitigation measures are not being implemented as to any property within the project site, the Agency and/or City may pursue corrective action against the responsible party for such property identified in Table 1 of this MMRP. Penalties that may be applied include, but are not limited to, the following: (1) a written notification and request for compliance; (2) withholding of permits; (3) administrative fines; (4) a stop-work order; (5) criminal prosecution and/or administrative fines; (6) forfeiture of security bonds or other guarantees; and (7) revocation of permits or other entitlements. These corrective actions shall only be applied against the applicable responsible party identified in Table 1 of this MMRP. To the extent any mitigation measure applies to all project sponsors, the corrective actions shall only be applied against the applicable project sponsor for the affected property for which the mitigation measure is not being implemented.

MONITORING SCHEDULE

Prior to the issuance of building permits, while detailed development plans are being prepared for approval by Agency and/or City staff, Agency and/or City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the project construction, development, and design phases. Agency and/or City staff will prepare or cause to be prepared reports identifying compliance with mitigation measures. Once construction has begun and is underway, monitoring of the mitigation measures associated with construction will be included in the responsibilities of designated Agency and/or City staff, who shall prepare or cause to be prepared reports of such monitoring no less than once a month until construction has been completed. Once construction has been completed, the Agency and/or City will monitor the project as deemed necessary.

CHANGES TO MITIGATION MEASURES

Any substantive change in the monitoring and reporting plan made by Agency and/or Planning Department staff shall be reported in writing to the City Environmental Review Officer. Reference to such changes shall be made in the monthly/yearly Environmental Mitigation Monitoring Report prepared by Planning Department staff. Modifications to the mitigation measures may be made by Planning Department staff subject to one of the following findings, documented by evidence included in the record:

1. The mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program is no longer required because the significant environmental impact identified in the Draft EIR has been found not to exist, or to occur at a level which makes the impact less than significant as a result of changes in the project, changes in conditions of the environment, or other factors.

OR

2. The modified or substitute mitigation measure to be included in the Mitigation Monitoring and Reporting Program either provides corrections to text without any substantive change in the intention or meaning of the original mitigation measure, or provides a level of environmental protection equal to or greater than that afforded by the mitigation measure included in the Draft EIR and the Mitigation Monitoring and Reporting Program; and the modified or substitute mitigation measures do not have significant adverse effects on the environment in addition to or greater than those which were considered by the responsible hearing bodies in their decisions on the Final EIR and the proposed project; and the modified or substitute mitigation measures are feasible, and the Planning Department, through measures included in the Mitigation Monitoring and Reporting Program or other City procedures, can assure their implementation.

FORMAT OF MITIGATION MONITORING MATRIX

Table 1: Mitigation Monitoring and Reporting Program on the following pages identifies the environmental issue areas for which monitoring is required, the required mitigation measures, the timeframe for monitoring, and the responsible implementing and monitoring agencies. Table 2: Improvement Measure Monitoring and Reporting Program outlines optional measures that are intended to improve an impact that was found by the Planning Department to be less than significant. Improvement measures are not requirements, however, the project sponsors or the Planning Department may elect to implement them.

DEFINITIONS

City's Environmental Review Officer—The Environmental Review Officer at the San Francisco Planning Department, referred to herein as "ERO."

Project sponsors—BUILD, the San Francisco Recreation and Parks Department (RPD), or any other individual who or business that constructs urban land uses. This term shall be construed to mean the subsequent developer(s) who constructs or extends urban land uses through subdivision of land and construction or alteration of structures.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
MITIGATION MEASURES FOR THE INDIA BASIN MIXED-USE PROJECT				
Aesthetics Mitigation Measures				
Mitigation Measure M-AE-3: Implement Good Lighting Practices The project sponsor of the 700 Innes property shall develop a lighting plan for that property, subject to approval by the Planning Department, to address light spillover during operation of the proposed project or variant. The lighting plan shall include the following measures, which would reduce the impact of new lighting sources at the 700 Innes property: • Professionally recommended lighting levels for each activity shall be designed by a professional electrical consulting engineer to meet minimum illumination levels while preventing over-lighting and reducing electricity consumption. • The location, height, cutoff, and angle of all lighting shall be correctly focused on the project site to avoid directing light at neighboring areas. • Shielded fixtures with efficient light bulbs shall be used in uncovered parking areas to prevent any glare and light spillage beyond the property line.	Project sponsor of 700 Innes property and contractor	Before the issuance of first temporary certificate of occupancy.	Planning Department to approve lighting plan. Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities for the applicable project sponsor have ended and the Department of Building Inspection has signed off on implementation of the final approved lighting plan.
Cultural Resources Mitigation Measures				
Mitigation Measure M-CR-1a: Prepare and Implement Historic Preservation Plans and Ensure that Rehabilitation Plans Meet Performance Criteria The project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History and is on the Planning Department's qualified consultant list. This professional shall prepare, and the project sponsors shall implement, a historic preservation plan (HPP) for each of the three historical resources identified on the project site. Each HPP shall consider the historic resource evaluation reports prepared for this project. The HPPs shall incorporate rehabilitation recommendations for protecting character-defining features of the historical resources to be retained and shall include the following elements: • **Historic Preservation Protective Measures.** Each HPP shall be prepared and implemented to aid in preserving those portions of the historical resource that would be retained and/or rehabilitated as part of the project. The HPP shall establish measures to protect the character-defining features from construction equipment that may inadvertently come in contact with the resource. If deemed necessary upon further assessment of the resource's condition, the plan shall include the preliminary stabilization before	Project sponsors/ qualified engineer and/or architectural historian consultant at the direction of the ERO.	Prior to issuance of applicable site permits for each identified historical resource, a HPP shall be prepared. Planning Department Preservation staff shall review and approve the HPP.	A professional architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards and is on the Planning Department's qualified consultant list shall provide progress reports on the implementation of the HPP to the Planning Department throughout the construction period. In addition, the project sponsors shall ensure that the contractor(s) follows the HPP.	Considered complete with regard to each applicable historic resource after construction activities implementing approved HPP for the affected historic resources have ended and the final progress report has been submitted and approved by the Planning Department.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
maintain and support the landscape's character-defining features. – New construction shall draw its form, materials, and color palette from the historic texture and materials of the cultural landscape. – New construction shall be contextually appropriate in terms of massing, size, scale, and architectural features, not only with the remaining historic buildings, but with one another. – New construction shall comply with the Secretary of the Interior's Rehabilitation Standard No. 9: "New Addition, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to protect the integrity of the property and its environment." – A building and structural maintenance plan shall be developed to ensure that the character-defining structures of the cultural landscape are maintained. – A planting and landscape maintenance plan shall be developed to provide ongoing protection of character-defining landscape features of the cultural landscape that will be rehabilitated and/or protected by the project, such as open areas and circulation routes. The plan shall provide guidelines for landscape design within the cultural landscape that maintains the historic and industrial character of the landscape. • **Salvage.** Each HPP for the Shipwright's Cottage and the India Basin Scow Schooner Cultural Landscape shall further investigate and incorporate preservation recommendations regarding the salvage of historic materials for reuse and/or interpretation. The recommendations in the HPPs shall include but not be limited to the following: – Materials to be salvaged from the interior of the Shipwright's Cottage and recommendations for reusing those materials. – Materials to be salvaged from both contributing and noncontributing features of the India Basin Scow Schooner Boatyard Vernacular Cultural landscape, and recommendations for either incorporating such materials into the proposed new construction on the India Basin Shoreline Park property or otherwise reusing those materials. For each HPP, the HPP, including any specifications, monitoring schedule, and other supporting documents, shall be incorporated into the site permit application's plan sets. Planning Department Preservation staff shall review and approve the HPP before a site permit, demolition permit, or any other permit is issued by the San Francisco Department of Building Inspection for				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
construction to prevent further deterioration or damage. Specifically, the protection measures shall incorporate construction specifications for the proposed project that require the construction contractor(s) to use all feasible means to avoid damage to historical resources, including but not necessarily limited to the following: – staging equipment and materials as far as possible from historic buildings to avoid direct impact damage; – maintaining a buffer zone when possible between heavy equipment and historical resource(s) as identified by the Planning Department; – appropriately shoring excavation sidewalls to prevent movement of adjacent structures; – ensuring adequate drainage; and ensuring appropriate security to minimize risks of vandalism and fire. • **Relocation Plan for 702 Earl Street.** The HPP for 702 Earl Street shall include a relocation plan to be reviewed and approved by the Planning Department to ensure that character-defining features of the building will be retained. The relocation plan shall include required qualifications for the building relocation company ensuring that the relocation is undertaken by a company that is experienced in moving historic buildings of a similar size and/or structural system as 702 Earl Street. The relocation plan shall ensure that the building will be moved without disassembly and that the building will be separated from its existing foundation without irreparably damaging the character-defining historic fabric of the building. • **Rehabilitation and Retention Plan for India Basin Scow Schooner Cultural Landscape.** The HPP for the cultural landscape shall finalize the designs for the Shipwright's Cottage, and the Tool Shed interpretative structure, if included in the final design. It shall also include a plan for rehabilitation of the Marineway rails. • **New Construction and Maintenance Guidelines for the India Basin Scow Schooner Cultural Landscape.** The HPPs for the India Basin Scow Schooner Cultural Landscape shall establish protocols for the ongoing protection of the character-defining features of the cultural landscape and guidelines to evaluate all future development proposals within the cultural landscape. These guidelines shall include the following: – New construction and site development within or adjacent to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape shall be compatible with the character of the cultural landscape and shall				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the rehabilitation of historical resources. The Planning Department shall not issue building permits associated with historical resources until Preservation staff concur that the designs conform to the SOI Standards for Rehabilitation, except for the Tool Shed interpretive structure and the Boatyard Office Building, if included in the final design. Should alternative materials be proposed for replacement of historic materials, they shall be in keeping with the size, scale, color, texture, and general appearance, and shall be approved by Planning Department Preservation staff. The performance criteria shall ensure retention of the character-defining features of each historical resource, as identified in the HPP, which in turn shall be developed in accordance with the HRE developed for the project (San Francisco, 2017b). The project sponsors shall ensure that the contractor(s) follows the HPP. Furthermore, in accordance with the HPP's reporting and monitoring requirements, the consultant architectural historian shall conduct regular periodic inspections of the historical resources under rehabilitation during project construction activities to ensure compliance with the HPP and adherence to the SOI Standards for Rehabilitation. The consultant architectural historian shall provide progress reports to the Planning Department throughout the construction period.				
Mitigation Measure M-CR-1b: Document Historical Resources To reduce adverse effects on historical resources, before the start of demolition, rehabilitation, or relocation, the project sponsors shall retain a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History. This professional shall prepare written and photographic documentation of the three historical resources identified on the project site. The specific scope of the documentation shall be reviewed and approved by the Planning Department but shall include the following elements: • **Measured Drawings.** A set of measured drawings shall be prepared that depict the existing size, scale, and dimension of the historical resources. Planning Department Preservation staff will accept the original architectural drawings or an as-built set of architectural drawings (e.g., plan, section, elevation). Planning Department Preservation staff will assist the consultant in determining the appropriate level of measured drawings. • **Historic American Buildings/Historic American Landscape Survey–Level Photograph.** Either Historic American Buildings/Historic American Landscape Survey (HABS/HALS) standard large-format or digital	Project sponsors/ qualified architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued for each project sponsor.	All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.	Considered complete as to each affected historic resource after all documentation has been reviewed and approved by the Planning Department and final written and photographic documentation is submitted to interested parties for the affected historic resource. This will be done before the demolition or site permits are issued for each affected historic resource.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
photography shall be used. The scope of the digital photographs shall be reviewed by Planning Department Preservation staff for concurrence, and all digital photography shall be conducted according to the latest National Park Service (NPS) standards. The photography shall be undertaken by a qualified professional with demonstrated experience in HABS photography. Photograph views for the data set shall include: – contextual views; – views of each side of the building and interior views, where possible; – oblique views of the building; and – detail views of character-defining features, including features on the interior. All views shall be referenced on a photographic key. This photographic key shall be on a map of the property and shall show the photograph number with an arrow to indicate the direction of the view. Historic photographs shall also be collected, reproduced, and included in the data set. • **HABS/HALS Historical Report.** A written historical narrative and report shall be provided in accordance with the HABS Historical Report Guidelines. In addition, video recordation shall be undertaken before demolition or site permits are issued. The project sponsor shall undertake video documentation of the affected historical resource and its setting. The documentation shall be conducted by a professional videographer, one with experience recording architectural resources. The documentation shall be narrated by a qualified professional who meets the standards for history, architectural history, or architecture (as appropriate) set forth by the Secretary of the Interior's Professional Qualification Standards (36 Code of Federal Regulations Part 61). The documentation shall include as much information as possible—using visuals in combination with narration—about the materials, construction methods, current condition, historic use, and historic context of the historical resource. Archival copies of the video documentation shall be submitted to the Planning Department, and to repositories including but not limited to the San Francisco Public Library, the Northwest Information Center of the California Historical Information Resource System, and the California Historical Society. Further, a Print-on-Demand softcover book shall be produced that includes the content from the historical report, historical photographs, HABS/HALS photography, measured drawings, and field notes. The Print-on-Demand book shall be made available to the public for distribution. The project sponsor shall transmit such documentation to the History Room of the San Francisco Public Library, San Francisco Architectural Heritage, the				

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Planning Department, the San Francisco Maritime National Historic Park, and the Northwest Information Center. The HABS/HALS documentation scope will determine the requested documentation type for each facility, and the projects sponsors will conduct outreach to identify other interested groups. All documentation will be reviewed and approved by the Planning Department's Preservation coordinator before any demolition or site permit is granted for the affected historical resource.				
Mitigation Measure M-CR-1c: Develop and Implement an Interpretative Plan The project sponsors shall facilitate the development of an interpretive program focused on the history and environmental setting of each historical resource identified on the project site. This program shall be initially outlined in an interpretive plan subject to review and approval by the Planning Department. The interpretative program shall include but not be limited to the installation of permanent on-site interpretive displays or screens in publicly accessible locations. The plan shall include the proposed format and location of the interpretive content, as well as high-quality graphics and written narratives to be incorporated. Historical photographs, including some of the large-format photographs required by Mitigation Measure M-CR-1b, may be used to illustrate the history. Salvaged materials as required by Mitigation Measure M-CR-1a should also contribute to the interpretative program. The interpretative program should also coordinate with other interpretative displays currently proposed along the Bay, specifically those that focus on shipbuilding at Potrero Point to the north. The interpretative program should also coordinate with maritime or other relevant interpretation programs in San Francisco, such as the San Francisco Maritime National Historic Park and its sailing program that includes the 1891 scow schooner Alma. The interpretative plan should also explore contributing to digital platforms that are publicly accessible, such as the History Pin website or an iPhone application. The primary goal is to educate visitors about the property's historical themes, associations, and lost contributing features within broader historical, social, and physical landscape contexts.	Project sponsors/ qualified architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued for each project sponsor.	Interpretive plan shall be subject to review and approval by the Planning Department.	Considered complete after the interpretive program has been installed and approved by the Planning Department.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-1d: Retain the Boatyard Office Building If feasible, character-defining features of the Boatyard Office building shall be retained by RPD in order to ensure that the building remains a significant feature of the cultural landscape. This would include retention of a portion of the roof form, wood frame structure, and wood cladding so that the massing of the building is still expressed. For example, this may include retention of an open-frame or partially open-frame roof structure with wide eaves supported by a wood frame structure with a portion of the structure clad in retained or replaced-in-kind wood cladding. If possible, the porthole openings on the southeast and southwest façade shall be retained. The amount of the wood cladding and roof structure to be retained will depend upon additional condition assessments of the building, public safety concerns, seismic requirements, visibility and sight lines in relation to park design, and RPD programming.	Project sponsor for the 900 Innes property/ qualified structural engineer and/or architectural historian consultant at the direction of the ERO.	Before demolition or site permits are issued.	Planning Department to monitor RPD and project contractor compliance.	Considered complete after construction activities have ended.
Mitigation Measure M-CR-1e: Vibration Protection Plan Where construction activity involving pile driving and other heavy equipment and vehicles would occur in proximity to any historical resources, the project sponsors shall undertake a monitoring program to minimize damage to adjacent historic buildings and to ensure that any such damage is documented and repaired. The monitoring program, which shall apply within 150 feet where pile driving would be used and within 35 feet of other heavy equipment operation, shall include the following components: Prior to the start of any ground-disturbing activity, the project sponsors shall engage a historic architect or qualified historic preservation professional to undertake a pre-construction survey of historical resource(s) identified by the San Francisco Planning Department within 150 feet of planned construction to document and photograph the buildings' existing conditions. The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff. The qualified consultant shall submit an existing conditions documentation scope and vibration monitoring plan to San Francisco Planning Department Preservation staff for review and approval. Based on the construction and condition of the resource(s), a structural engineer or other qualified entity shall establish a maximum vibration level that shall not be exceeded at each historical resource, based on existing	Project sponsors/ qualified acoustical/ vibration consultant at the direction of the Planning Department Preservation staff.	Before demolition or site permits are issued and during construction.	The qualified consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site in concert with a qualified acoustical/vibration consultant or structural engineer and shall submit monitoring reports to San Francisco Planning Department Preservation staff.	Considered complete as to each project sponsor after construction activities for the applicable Project Sponsor have ended and the final monitoring report has been submitted.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
conditions, character-defining features, soils conditions and anticipated construction practices in use at the time (0.12 inch per second, peak particle velocity [PPV], consistent with Federal Transit Administration guidance). To ensure that vibration levels do not exceed the established standard, a qualified acoustical/vibration consultant shall monitor vibration levels at each historical resource within 150 feet of planned construction and shall prohibit vibratory construction activities that generate vibration levels in excess of the standard. Should vibration levels be observed in excess of the standard, construction shall be halted and alternative construction techniques put in practice. (For example, pre-drilled piles could be substituted for driven piles, if soil conditions allow; smaller, lighter equipment could possibly also be used in some cases.) The consultant shall conduct regular periodic inspections of each historical resource within 150 feet of planned construction during ground-disturbing activity on the project site. Should damage to a historical resource occur as a result of ground-disturbing activity on the site, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity on the site.				
Mitigation Measure M-CR-2a: Undertake an Archeological Testing Program Based on the results of the archeological investigation completed for the proposed project and variant, the remains of two ships, the *Bay City* and the *Caroline*, occur within the study area. Both sets of remains are contributing elements to the India Basin Scow Schooner Boatyard Vernacular Cultural Landscape. The proposed Marineway would cross over the identified remains of the *Caroline*, and the viewing platform would be placed over the remains of the *Bay City*. The foundation system of the Marineway and viewing platform have not been fully developed, but the potential exists for piles required for the structure to be driven through the buried vessels. There is also a reasonable presumption that additional archeological resources beyond the remains of the *Bay City* and *Caroline* may be present in the study area. Such currently undiscovered resources could include other ship hulks associated with the Hunters Point Ship Graveyard (which in turn would be contributing elements to the vernacular cultural landscape) and both prehistoric and historic-period archeological sites. As such, the following measures shall be undertaken to avoid any significant adverse effect from the proposed project or variant on buried archeological resources. The project sponsors shall retain the services of an archeological consultant from	Project sponsors/ qualified archeological consultant at the direction of the ERO.	Prior to the issuance of site permits and initiation of construction, during construction, and after the conclusion of all construction activities.	The ERO to review and approve an archeological testing plan and a final archeological resources report.	The ERO to review and approve an archeological testing plan for the applicable project site before the start of construction. Depending on the findings of the archeological testing program, intermittent reports may be submitted by the qualified archeological consultant for each phase of construction within the applicable project site. The final archeological resources report will be submitted after the conclusion of all construction activities.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the rotational Qualified Archeological Consultants List (QACL), maintained by the Planning Department's archeologist. The project sponsors shall contact the Planning Department archeologist to obtain the names and contact information for the next three archeological consultants on the QACL. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program, if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO. Archeological monitoring and/or data recovery programs required by this measure could suspend project construction for up to 4 weeks. At the direction of the ERO, the suspension of construction can be extended beyond 4 weeks only if such a suspension is the only feasible means to reduce the potential effects on a significant archeological resource, as defined in State CEQA Guidelines Sections 15064.5(a) and 15064.5(c), to less than significant with mitigation. **Consultation with Descendant Communities.** Upon discovery of an archeological site associated with Native Americans, the overseas Chinese, or other potentially interested descendant groups, an appropriate representative of the descendant group and the ERO shall be contacted. The descendant group's representative shall be given the opportunity to monitor archeological field investigations of the site and to consult with the ERO regarding appropriate archeological treatment of the site, data recovered from the site, and if applicable, any interpretative treatment of the associated archeological site. A copy of the final archeological resources report shall be provided to the representative of the descendant group. **Archeological Testing Plan.** The archeological consultant shall prepare and submit to the ERO for review and approval an archeological testing plan (ATP). The archeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archeological resource(s) that could be adversely affected by the proposed project or variant, the testing method to be used, and the locations recommended for testing. The purpose of the archeological testing program shall be to determine the presence or absence of archeological resources to the extent possible, and to identify and evaluate whether any archeological resource encountered on the site constitutes a historical resource under CEQA.				

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At the completion of the archeological testing program, the archeological consultant shall submit a written report of the findings to the ERO. If the archeological consultant finds, based on the archeological testing program, that significant archeological resources may be present, the ERO acting in consultation with the archeological consultant shall determine whether additional measures are warranted. Additional measures that may be undertaken include further archeological testing, archeological monitoring, and/or an archeological data recovery program. If the ERO determines that a significant archeological resource is present and that the proposed project or variant could adversely affect the resource, then one of the following measures shall be implemented, at the discretion of the project sponsors, depending on the location of the resource: • The proposed project or variant shall be redesigned to avoid any adverse effect on the significant archeological resource. OR • A data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater significance for interpretation than for research and that interpretive use of the resource is feasible. **Archeological Monitoring Program.** If the ERO acting in consultation with the archeological consultant determines that an archeological monitoring program (AMP) shall be implemented, the archeological monitoring program shall include the following provisions, at a minimum: • The archeological consultant, the project sponsors (depending on the location of the resource and/or area of concern), and the ERO shall meet and consult on the scope of the archeological monitoring program a reasonable amount of time before the start of any project-related soil-disturbing activities. The ERO, in consultation with the archeological consultant, shall determine which project activities shall be subject to archeological monitoring. A single AMP or multiple AMPs may be produced to be consistent with project phasing. In most cases, any soil-disturbing activities, such as demolition, foundation removal, excavation, grading, installation of utilities, foundation work, pile driving (e.g., foundation, shoring), and site remediation, shall require archeological monitoring because of the risk these activities pose to potential archeological resources and their depositional context. • The archeological consultant shall advise all project contractors to be on the alert for evidence of the presence of the expected resource(s), shall explain how to identify evidence of the expected resource(s), and shall identify the appropriate protocol in case of the apparent discovery of an archeological resource.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• The archeological monitor(s) shall be present on the project site according to a schedule agreed upon by the archeological consultant and the ERO until the ERO has, in consultation with project archeological consultant, determined that project construction activities could have no effects on significant archeological deposits. • The archeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis. • If an intact archeological deposit is encountered, all soil-disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition, excavation, pile driving, and other construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (e.g., foundation, shoring) the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archeological consultant shall immediately notify the ERO of the encountered archeological deposit. The archeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, and present the findings of this assessment to the ERO. Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the monitoring program to the ERO. Intermittent reports shall be submitted for each phase of construction. **Archeological Data Recovery Program.** The archeological data recovery program shall be conducted in accordance with an archeological data recovery plan (ADRP). The archeological consultant, project sponsors (dependent on location of resource requiring implementation of this mitigation measure), and ERO shall meet and agree regarding the scope of the ADRP before preparation of a draft ADRP. The archeological consultant shall submit a draft ADRP to the ERO for each phase of construction or for the overall construction effort. The ADRP shall identify how the proposed data recovery program would preserve the significant information the archeological resource is expected to contain. That is, the ADRP shall identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, will be limited to the portions of the historical property that can be adversely affected by the proposed project or				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
variant. Destructive data recovery methods shall not be applied to portions of the archeological resources if nondestructive methods are practical. The scope of the ADRP shall include: • descriptions of proposed field strategies, procedures, and operations; • a description of the selected cataloguing system and artifact analysis procedures; • a description of and rationale for field and post-field discard and deaccession policies; • consideration of an on-site/off-site public interpretive program during the course of the ADRP; • recommended security measures to protect the archeological resource from vandalism, looting, and unintentionally damaging activities; • a description of the proposed report format and distribution of results; and • a description of the procedures and recommendations for the curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities. **Final Archeological Resources Report.** The archeological consultant shall submit a draft final archeological resources report (FARR) to the ERO that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. The FARR will be submitted after the conclusion of all construction activities that are required for the entire project. Information that can put any archeological resource at risk shall be provided in a separate removable insert within the final report. Once approved by the ERO, copies of the FARR shall be distributed as follows: • The Northwest Information Center shall receive one copy. • The ERO shall receive a copy of the transmittal of the FARR to the Northwest Information Center. • The Environmental Planning division of the Planning Department shall receive one bound, one unbound, and one unlocked searchable PDF copy on CD of the FARR, along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the NRHP/CRHR. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-3a: Implement Legally Required Measures in the Event of Inadvertent Discovery of Human Remains The following measures shall be implemented in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and the ERO, and in the event of the Coroner's determination that the human remains are Native American remains, notification of the Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (PRC Section 5097.98). The archeological consultant, project sponsors, ERO, and MLD shall have up to but not beyond 6 days of discovery to make all reasonable efforts to develop an agreement for the treatment of human remains and associated or unassociated funerary objects with appropriate dignity (State CEQA Guidelines Section 15064.5([d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. Nothing in existing State regulations or in this mitigation measure compels the project sponsor and the ERO to accept recommendations of an MLD. The archeological consultant shall retain possession of any Native American human remains and associated or unassociated burial objects until completion of any scientific analyses of the human remains or objects as specified in the treatment agreement if such as agreement has been made or, otherwise, as determined by the archeological consultant and the ERO.	Project sponsors/ construction contractor/ archeological consultant, at the direction of the ERO.	During construction in the event of the discovery, or anticipated discovery, of human remains and associated burial-related cultural materials.	The Planning Department to monitor sponsor and contractor compliance.	In the event of the discovery of human remains and associated burial-related cultural materials, considered complete after reburial or permanent disposition of any discovered human remains and burial-related cultural materials and approval of the final archeological resources report.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-CR-4a: Implement Tribal Cultural Resources Interpretive Program If the ERO determines that preservation in place of the tribal cultural resource pursuant to Mitigation Measure M-CR-2a, "Undertake an Archeological Testing Program," is both feasible and effective, then the archeological consultant shall prepare an archeological resource preservation plan (ARPP). Implementation of the approved ARPP by the archeological consultant shall be required when feasible. If the ERO determines that preservation in place of the tribal cultural resource is not a sufficient or feasible option, then the project sponsors shall implement an interpretive program of the tribal cultural resource in consultation with affiliated Native American tribal representatives. An interpretive plan produced in consultation with affiliated Native American tribal representatives, at a minimum, and approved by the ERO would be required to guide the interpretive program. The plan shall identify proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, artifacts displays and interpretation, and educational panels or other informational displays.	Project Sponsors and qualified archeological consultant.	During construction.	Planning Department.	Considered complete after the archeological resource preservation plan or interpretive plan of the tribal cultural resource in consultation with affiliated Native American tribal representatives have been approved by the ERO and implementation of preservation or interpretive program.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Transportation and Circulation Mitigation Measures				
Mitigation Measure M-TR-3P: Implement Transit Capacity Improvements (Proposed Project) The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described below would mitigate the transit capacity impact of the proposed project to less than significant. • **Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point/Hunters Point Shipyard Phase II Transportation Plan is in Operation** The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O'Shaughnessy for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O'Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. This increased frequency is set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors' funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the proposed project, all transit trips generated at the project site result from the proposed development at the 700 Innes property. Under Option 1, the increased frequency on the 44 O'Shaughnessy would result in increased passenger capacity along the route (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold. Mitigation Measure M-TR-3P, Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.	Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)	Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour). Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the	SFMTA (Option 1) or project sponsor of the 700 Innes property (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.	Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsor for the 700 Innes property shall also be required to conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• **Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART. A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan's transit service improvements are in place. If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni route is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors for the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni route. Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the proposed project above the 85 percent utilization threshold, with a 20 percent contingency factor. Mitigation Measure M-TR-3P, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.		significant impact (20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour)		

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-TR-3V: Implement Transit Capacity Improvements (Variant) The project sponsors of the 700 Innes property shall fund and/or implement transit capacity improvements as described below. Implementation of one of the two options described would mitigate the transit capacity impact of the variant to less than significant. • **Option 1—Fund Temporary Transit Service Improvements Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** The project sponsors of the 700 Innes property shall fund, and SFMTA shall provide, temporary increased frequencies on the 44 O'Shaughnessy and 48 Quintara–24th Street (which will replace the 19 Polk's route along Evans Avenue, Hunters Point Boulevard, and Innes Avenue) for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation. Specifically, the frequency of the 44 O'Shaughnessy shall be increased from every 8 minutes to every 6.5 minutes in the a.m. peak period and from every 9 minutes to every 7.5 minutes in the p.m. peak period. The frequency of the 48 Quintara–24th Street shall be increased from every 15 minutes to every 10 minutes during both the a.m. and p.m. peak periods. These increased frequencies are set at the level where project-generated transit trips would no longer result in a significant transit capacity impact. The project sponsors' funding contributions are based on the cost to serve the relative proportion of transit trips generated by each of the four properties that make up the project site, and would include the cost to requisition and operate any additional buses needed to increase the frequencies as specified. Under the project-level analysis for the variant, all transit trips generated at the project site result from the proposed development at the 700 Innes property. Under Option 1, the increased frequency on the 44 O'Shaughnessy and 48 Quintara–24th Street would result in increased passenger capacity along these routes (because more buses would be provided per hour), thereby lowering the average passenger load per bus below the 85 percent capacity utilization threshold. Mitigation Measure M-TR-3V, Option 1 would be implemented prior to the issuance of building permits for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit	Project sponsor of 700 Innes property (Option 2) and SFMTA (Option 1)	Option 1 would be implemented prior to the issuance of the building permits for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour). Option 2 would be implemented prior to the issuance of the Temporary	SFMTA (Option 1) or project sponsor of 700 Innes property (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership.	Considered complete upon payment of fair share contribution to SFMTA (Option 1) or after shuttle service has been implemented and is in operation for the period of time until similar improvements required as part of the CPHPS Transportation Plan are in operation (Option 2). Under Option 2, the project sponsors for the 700 Innes property shall also conduct annual monitoring and reporting activities for the shuttle for the period of time until improvements required as part of the CPHPS Transportation Plan are in operation.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction. • **Option 2—Implement a Temporary Shuttle Service Until the Applicable Portion of the Candlestick Point–Hunters Point Shipyard Phase II Transportation Plan is in Operation** If for any reason SFMTA determines that providing increased transit frequency as described under Option 1 is not feasible at the time its implementation would be required,, the project sponsors for the 700 Innes property shall implement a temporary shuttle service to supplement existing nearby transit service by providing connections to local and regional rail service. The shuttle would connect the project site (at a stop on Innes Avenue at Arelious Walker Drive or a stop on New Hudson Avenue/New Griffith Street near Innes Avenue) with Muni light rail (T Third Street), Caltrain, and BART. A shuttle service operating at 20-minute headways in the a.m. and p.m. peak periods (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m., respectively) could accommodate the estimated demand, although a maximum headway of 15 minutes is recommended in order to provide an adequate level of service for urban commuters. Shuttle operations would be extended outside of these defined periods, if necessary, to adequately serve the peak period of project travel demand. The shuttle would be required to operate only until the CPHPS Transportation Plan's transit service improvements are in place. If Option 2 is implemented, the shuttle shall operate within all applicable SFMTA and City regulations and programs. The project sponsors for the 700 Innes property shall be required to monitor ridership on the shuttle annually and produce a report to SFMTA describing the level of service provided and associated ridership. If ridership on the overcrowded Muni routes is more than 85 percent of overall service capacity as routinely monitored by the SFMTA, additional shuttle frequency shall be provided by the project sponsors of the 700 Innes property to reduce passenger loads to below 85 percent utilization on the corresponding Muni routes. Under Option 2, the shuttle service would supplement existing transit routes by providing sufficient capacity to accommodate the demand generated by the variant above the 85 percent utilization threshold, with a 20 percent contingency factor.		Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property under the first phase of construction that would cause the significant impact (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour)		

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-TR-3V, Option 2 would be implemented prior to the issuance of the Temporary Certificates of Occupancy (TCO) for the incremental amount of development at the 700 Innes property (187 transit trips inbound to the project site on the 19 Polk during the weekday a.m. peak hour, 152 transit trips outbound from the project site on the 19 Polk during the weekday p.m. peak hour, 20 transit trips outbound from the project site on the 44 O'Shaughnessy during the weekday a.m. peak hour, or 18 transit trips inbound to the project site on the 44 O'Shaughnessy during the weekday p.m. peak hour) that would cause the significant impact. This incremental amount of development would be a subset of the first phase of construction.				
Mitigation Measure M-TR-8V: Implement Passenger Loading Strategies for the School (Variant) Once school enrollment reaches 22 students, the school proposed for the 700 Innes property under the variant shall provide and enforce a pick-up/drop-off plan subject to review and approval by SFMTA to minimize disruptions to traffic, bicycle, and pedestrian circulation associated with school pick-up/drop-off activities and ensure safety for all modes. This plan shall include elements such as the size and location of loading zone(s), parking monitors, staggered drop-offs, a number system for cars, one-way circulation, encouragement of carpools/ride-sharing, and a safety education program. The safety education program shall be targeted at school students, guardians, and staff, as well as residents and businesses near the school site. Informational materials targeted to guardians and nearby residents and employees shall focus on the importance of vehicular safety, locations of school crossings, and school zone speed limits and hours.	Project sponsor for 700 Innes property and school administrator.	Once school enrollment reaches 22 students, the project sponsors and school administrator are required to submit a pick-up/drop-off plan to SFMTA for approval.	School administrator and SFMTA.	Plan is required once school enrollment reaches 22 students and is deemed complete once the plan is approved by SFMTA and the plan is implemented and enforced.

Table 1: Mitigation Monitoring and Reporting Program

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-C-TR-2: Implement Transit-Only Lanes SFMTA shall convert one of the two travel lanes in each direction of the Evans Avenue–Hunters Point Boulevard–Innes Avenue–Donohue Avenue corridor from a mixed-flow lane to a transit-only lane between the Jennings Street/ Evans Avenue/Middle Point Road and Donahue Street/Robinson Street intersections. The transit-only lanes would be located in the curbside lanes, similar to those identified for Evans Avenue between Third Street and Jennings Street as part of the CPHPS EIR, and would improve bus travel speed and travel time reliability along the corridor. The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first. The SFMTA shall monitor transit service and travel time along the corridor to assess when this threshold is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA. The project sponsors' fair-share portion of this cumulative mitigation measure under either the proposed project or the variant shall be based on the relative proportion of vehicle-trips contributed by the proposed project or the variant to cumulative traffic conditions such that mitigation would be needed. In this case, the fair share was determined by calculating the ratio of the total trips added by the project at the three study intersections adjacent to the 700 Innes property to the sum of eastbound and westbound through traffic without the project. Since the impact would occur during both the weekday a.m. and p.m. peak periods, the higher of the ratios for each individual peak period was conservatively selected to determine the fair-share contribution. This fair-share contribution would be 38 percent for the proposed project and 50 percent for the variant. Responsibility among the project sponsors for the four properties would then be further subdivided based on the relative proportion of vehicle-trips generated by each of the four properties. In this case, 1 percent of the vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property.	SFMTA	The project sponsors shall fund, and the SFMTA shall implement, this measure prior to the time the proposed project or variant would result in an increase in transit travel time to 18 minutes, 14 seconds during the weekday a.m. peak hour or 18 minutes, 39 seconds during the weekday p.m. peak hour, whichever comes first.	SFMTA	The SFMTA shall monitor transit service and travel time along the corridor to assess when the threshold in M-C-TR-2 is met and the project sponsors shall pay their respective fair share amounts after invoicing by SFMTA.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Noise Mitigation Measures				
Mitigation Measure M-NO-2a: Implement Noise Control Measures during Project Construction The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures at all project site properties during construction: • Power construction equipment shall be equipped with best available state-of-the-art noise-shielding and muffling devices. All equipment shall be properly maintained to prevent the generation of additional noise attributable to worn or improperly maintained parts. • Stationary-source construction equipment that may have a flexible location on-site (e.g., generators and compressors) shall be located to maintain the greatest feasible distance from sensitive land uses, and unnecessary idling of equipment shall be prohibited. • Where construction activities are to occur within 100 feet of a noise-sensitive receptor, either an existing off-site receptor or a future on-site receptor, a temporary noise barrier that will break the line of sight between the construction equipment and the sensitive receptor shall be placed to provide a minimum of 3-5 dBA noise reduction at the exterior of the noise-sensitive receptor.	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.
Mitigation Measure M-NO-2b: Implement Noise Control Measures for Pile Driving The project sponsor shall include in all construction contracts a requirement to implement the following noise control measures for pile driving at all project site properties during construction: • When pile driving is to occur within 600 feet of a noise-sensitive receptor (e.g., residential use), alternative quiet-pile driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible (based on soil/strata and other conditions as reviewed by and approved by the project engineer). Alternative quiet-pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled-displacement. At the noise-sensitive receptor, noise from non-impact type pile-driving methodology shall not exceed an hourly L_{eq} equal to the applicable ambient + 10 dBA standard. • When applied within 600 feet of a noise-sensitive receptor (e.g., residential use), impact-type pile driving equipment shall be properly fitted with an intake and exhaust muffler and a sound-attenuating shroud, as specified by	Project sponsors and construction contractors.	Prior to the issuance of building permits and on-going during construction.	Planning Department	Considered complete after Planning Department reviews all construction contracts with contractors to ensure compliance with this measure.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
the manufacturer. The net effect of these noise control and sound-attenuating measures, which can also include a temporary sound barrier, shall provide sufficient noise reduction, relative to a non-shrouded operating impact pile-driving process, so that hourly L_{eq} noise from the pile-driving equipment at the noise-sensitive receptor does not exceed the applicable ambient + 10 dBA standard.				
Mitigation Measure M-NO-3: Design Future Noise-Generating Uses near Residential Uses to Minimize the Potential for Noise Conflicts Future noise-generating land uses shall be designed to minimize the potential for sleep disturbance at any future nearby residential uses (700 Innes) or existing nearby offsite residential receptors. Design approaches such as the following could be incorporated into future development plans for future noise-generating land uses to minimize the potential for noise conflicts from such uses with on-site sensitive receptors. • **Design of Future Noise-Generating Uses.** To reduce potential conflicts between sensitive receptors and new noise-generating land uses located adjacent or nearby to these receptors, exterior facilities such as loading areas/docks, trash enclosures, and surface parking lots shall be located on the sides of buildings facing away from existing or planned sensitive receptors (residences). If this is not feasible, these types of facilities shall be enclosed or equipped with appropriate noise shielding. • **Stationary Equipment Noise Controls.** Noise attenuation measures shall be incorporated into all stationary equipment (including HVAC equipment, and emergency generators if present) installed on all buildings that include such stationary equipment. These noise attenuation measures shall be incorporated as necessary to meet noise limits specified in Section 2909 of the Police Code. Interior noise limits shall be met under both existing and future noise conditions, accounting for foreseeable changes in noise conditions in the future (i.e., changes in on-site building configurations). Noise attenuation measures can include providing sound enclosures/barriers, adding roof parapets to block noise, increasing setback distances from sensitive receptors, providing louvered vent openings, locating vent openings away from adjacent commercial uses, and restricting generator testing to the daytime hours.	Project sponsors and construction contractor.	Prior to the issuance of a building permit for each commercial/office building.	Planning Department	Considered complete after submittal and approval of construction plans by the Planning Department.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-NO-6: Implement Vibration Mitigation Measure for Pile Driving The project sponsor shall implement the following vibration control measure for pile driving during project construction: • When pile driving is to occur within 150 feet of a noise-sensitive receptor (e.g., residential use), alternative low-vibration driving techniques (i.e., non-impact type) shall be applied in lieu of conventional impact pile driving where feasible, based on soil/strata and other conditions as reviewed by and approved by the project engineer. Alternative pile driving techniques shall include but are not limited to methods such as screw, auger cast-in-place, or drilled displacement. • If the receiving land use is a historic structure, the project sponsor shall implement vibration monitoring during the vibration-causing process and/or equipment to ensure that measured levels (e.g., vibration velocity) at the receptor are compliant with the 0.12 in/sec peak particle velocity (PPV) standard. If measured vibration levels are found to exceed this standard, the process shall be suspended to assess the occurrence of damage and implement vibration isolation enhancements (e.g., trenches, shoring, etc.) as deemed necessary to enable compliant vibration levels upon resumption of activity. If damage to a building(s) occurs, the building(s) shall be remediated to its pre-construction condition at the conclusion of ground-disturbing activity.	Project sponsors/ project engineer/ construction contractor, and Planning Department.	Prior to pile-driving activities on the 900 Innes property, India Basin Open Space, and 700 Innes properties.	Planning Department	Considered complete after the completion of all pile-driving activities.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Air Quality Mitigation Measures				
Mitigation Measure M-AQ-1a: Minimize Off-Road Construction Equipment Emissions The project sponsors shall comply with the following requirements: A. **Construction Emissions Minimization Plan.** Before a construction permit is issued for each project phase or property, as applicable, the project sponsors shall submit construction emissions minimization plans to the Environmental Review Officer (ERO) or the ERO's designated representative for review and approval. The construction emissions minimization plans shall detail compliance with the following requirements: (1) All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements: a) Where access to alternative sources of power is reasonably available, portable diesel engines shall be prohibited. b) Where portable diesel engines are required because alternative sources of power are not reasonably available, all off-road equipment shall have engines that meet either EPA or ARB Tier 4 Final off-road emission standards. If engines that comply with Tier 4 Final off-road emission standards are not commercially available, then the project sponsor shall provide the next cleanest piece of off-road equipment as provided by the step-down schedules in Table M-AQ-1a-1. i. For purposes of this mitigation measure, "commercially available" shall mean the availability of Tier 4 Final engines taking into consideration factors such as (i) critical-path timing of construction; (ii) geographic proximity to the project site of equipment; and (iii) geographic proximity of access to off-haul deposit sites. ii. The project sponsor shall maintain records concerning its efforts to comply with this requirement.	Project sponsors and ERO or ERO's designated representative.	The construction emissions minimization plan shall be submitted and approved before a construction permit is issued for each project phase or property.	The Planning Department, ERO, or the ERO's designated representative for review and approval.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule

TABLE M-AQ-1a-1
OFF-ROAD EQUIPMENT COMPLIANCE STEP-DOWN SCHEDULE

Compliance Alternative	*Engine Emissions Standard*	*Emissions Control*
1	*Tier 4 Interim*	*N/A*
2	*Tier 3*	*ARB Level 3 VDECS*
3	*Tier 2*	*ARB Level 3 VDECS*

How to use the table: If the requirements of (A)(1)(b) cannot be met, then the project sponsor would need to meet Compliance Alternative 1. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project sponsor not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met, etc.

(2) The project sponsor shall require in its construction contracts that the idling time for off-road and on-road equipment be limited to no more than 2 minutes, except as provided in exceptions to the applicable State regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, and Chinese) in designated queuing areas and at the construction site to remind operators of the 2-minute idling limit.

(3) The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.

(4) The construction emissions minimization plan shall include estimates of the construction timeline by phase with a description of each piece of off-road equipment required for every construction phase. Off-road equipment descriptions and information may include but are not

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
limited to equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation. For VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used. (5) The project sponsor shall keep the construction emissions minimization plan available for public review on-site during working hours. The project sponsor shall post at the perimeter of the project site a legible and visible sign summarizing the requirements of the plan. The sign shall also state that the public may ask to inspect the construction emissions minimization plan at any time during working hours, and shall explain how to request inspection of the plan. Signs shall be posted on all sides of the construction site that face a public right-of-way. The project sponsor shall provide copies of the construction emissions minimization plan to members of the public as requested. **B. Reporting.** Quarterly reports shall be submitted to the ERO or the ERO's designated representative indicating the construction phase and off-road equipment information used during each phase, including the information required in A(4). (1) Within 6 months of the completion of construction activities, the project sponsor shall submit to the ERO or the ERO's designated representative a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4). **C. Certification Statement and On-site Requirements.** Before the start of construction activities, the project sponsor must certify that it is in compliance with the construction emissions minimization plan, and that all applicable requirements of the plan have been incorporated into contract specifications.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1b: Minimize On-Road Construction Equipment Emissions The project sponsors shall include in all construction contracts a requirement for construction contractors to implement the following measures to reduce construction haul truck emissions, to the extent commercially available (taking into consideration such factors as critical-path timing and geographic proximity). **A. Engine Requirements** 1) All on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used in connection with the project site (such as haul trucks, water trucks, dump trucks, and concrete trucks) shall be model year 2010 or newer, where feasible in light of commercial availability. **B. Construction Emissions Minimization Plan.** As part of the construction emissions minimization plan identified above in Mitigation Measure M-AQ-1a, Section A, the construction contract shall state, in reasonable detail, how the contractor shall meet the requirements of Section A. 1) The construction emissions minimization plan shall include the model year of the heavy-duty trucks with a gross vehicle weight rating of 19,500 pounds or greater and estimates of the expected fuel usage (or miles traveled or hours of operation, as relevant) for the on-road haul truck fleet. For on-road trucks using alternative fuels, the description shall also specify the type of alternative fuel being used. 2) See Mitigation Measure M-AQ-1a, Section A, Part 5. **C. Reporting.** See Mitigation Measure M-AQ-1a, Section B. **D. Monitoring.** See Mitigation Measure M-AQ-1a, Section C.	Project sponsors, construction contractors, and ERO or ERO's designated representative.	Prior to the issuance of building permits and on-going during construction.	Planning Department.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1c: Utilize Best Available Control Technology for In-Water Construction Equipment The project sponsors shall include in construction contracts a requirement to implement the following measures to reduce emissions from in-water equipment: A. **Engine Requirements** 1) The construction barge shall have engines that meet or exceed EPA marine engine Tier 3 emissions standards, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). 2) The project sponsors shall also ensure that the construction work boat engines shall be model year 2005 or newer or meet NO_X and PM emissions standards for that model year, if commercially available (taking into consideration such factors such as critical-path timing and geographic proximity). **B. Construction Emissions Minimization Plan.** As part of the construction emissions minimization plan identified above under Mitigation Measure M-AQ-1a, Section A, the contractor shall state, in reasonable detail, how the contractor shall meet the requirements of Section A. 1) The construction emissions minimization plan shall include estimates of the construction timeline by phase, with a description of how each piece of in-water equipment (e.g., barge engines, work boats) required for every construction phase will comply with the engine requirements stated above. The plan shall also include expected fuel usage and hours of operation for in-water equipment. For in-water equipment using alternative fuels, the description shall also specify the type of alternative fuel being used. 2) See Mitigation Measure M-AQ-1a, Section A, Part 5. **C. Reporting.** See Mitigation Measure M-AQ-1a, Section B. **D. Monitoring.** See Mitigation Measure M-AQ-1a, Section C.	Project sponsors, construction contractors, and ERO or ERO's designated representative.	Prior to the issuance of building permits and on-going during construction.	Planning Department.	Considered complete after review and approval of Construction Emissions Minimization Plan, ongoing review and approval of quarterly reports, review and approval of a final report.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1d: Offset Emissions for Construction and Operational Ozone Precursor (NOx and ROG) Emissions Before the first construction permit is issued, the project sponsors, with oversight of the ERO or the ERO's designated representative, shall implement one of the following measures: (1) Directly fund or implement specific emissions offset project(s) within the SFBAAB to achieve the one-time reduction of 6 tons of ozone precursor emissions. This amount is intended to offset the maximum emissions year during construction or operations (or overlapping construction and operations) that would exceed the 10 tons per year thresholds for each NOx and ROG, which would occur during operations of the fully built project. Specifically, the worst-case mitigated operational emissions are associated with the variant and are estimated at 11.96 tons per year of ROG emissions and 14 tons per year of NOx emissions, which would exceed the 10-tons NOx and ROG annual thresholds by 1.96 tons and 4 tons, respectively. Thus, the combined ozone precursor emissions (NOx and ROG) would exceed the annual 10-tons threshold in total by 5.96 tons and requires an offset of 6 tons of NOx and ROG emissions. To qualify under this mitigation measure, the specific offset project(s) shall result in 6 tons of NOx and ROG emissions reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements. Preferred offset project(s) are implemented locally within the City and County of San Francisco. Before implementation of the offset project(s), the project sponsors shall obtain the ERO's approval of the offset project(s) by providing documentation of the associated estimated reduction amount of NO_X and ROG emissions (in tons per year) within the SFBAAB. The project sponsors shall also notify the ERO within 6 months of completion of the offset project(s) for verification. or (2) Pay a one-time mitigation emissions offset fee to the BAAQMD Bay Area Clean Air Foundation to fund BAAQMD's reduction effort in the SFBAAB of 6 tons of ozone precursor emissions. Specifically, the worst-case mitigation offset fee is associated with the variant offset amount of 6 annual tons of combined NO_X and ROG emissions and will be at a cost per ton consistent with Appendix G of the Carl Moyer grant guidelines in effect at the date of the first construction permit issuance . This fee is currently estimated to be $30,000 per weighted ton per year of ozone precursor emissions (plus a 5 percent administrative fee). The mitigation offset fee shall fund one or more emissions reduction projects within the SFBAAB.	Project sponsors and the ERO or the ERO's designated representative.	Prior to the issuance of the first construction permit.	Planning Department, ERO, or the ERO's designated representative.	Considered complete once the project sponsors notify the ERO within 6 months of completion of the offset project(s) for verification, or after the project sponsors provide documentation of offset fee payment to the ERO.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
This one-time fee is intended to fund reduction project(s) for purposes of offsetting the estimated annual tonnage of combined construction and operational emissions under the variant buildout scenario, which is conservatively assumed to occur in 2022. The project sponsors shall also provide documentation of offset fee payment to the ERO. Acceptance of this fee by BAAQMD shall serve as acknowledgment and a commitment by BAAQMD to one or more emissions reduction project(s) within one year of receipt of the mitigation fee to achieve the emissions reduction objectives specified above. BAAQMD shall provide documentation to the ERO and to the project sponsors describing the emission reduction project(s) funded by the mitigation fee, including the amount of emissions of ROG and NO_X reduced (in tons per year) within the SFBAAB from the emissions reduction project(s). If any portion of the mitigation offset fee remains unspent after implementation of the emission reduction project(s), the project sponsors shall be entitled to a refund in that amount from BAAQMD. To qualify under this mitigation measure, the specific emissions reduction project(s) shall result in emission reductions within the SFBAAB that would not otherwise be achieved through compliance with existing regulatory requirements. If the project sponsors commit to the land use assumptions consistent with the proposed project (rather than with the variant) for the term of the development agreement, the one-time reduction of 6 tons of ozone precursor emissions listed above under (1) and (2) shall be reduced to a one-time reduction of 3 tons of ozone precursor emissions. This 3 tons reduction amount is intended to offset the maximum emissions year conservatively assumed to occur during the second year of proposed project construction in 2019. Specifically, the mitigated construction related NOx emissions for the proposed project are estimated at 12.60 tons, which would exceed the 10-tons threshold by 2.6 tons and require an offset of 3 tons of NOx.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1e: Implement Best Available Control Technology for Operational Diesel Generators To reduce operational NO_X and PM emissions under the proposed project or variant, the project sponsors, as applicable, shall require in applicable contracts that the operational backup diesel generators: (1) comply with ARB Airborne Toxic Control Measure emissions standards for model year 2008 or newer engines; and (2) meet or exceed one of the following emission standards for particulate matter: (A) Tier 4 final certified engine or (B) Tier 4 interim or Tier 3 certified engine that is equipped with an ARB Level 3 VDECS. A nonverified diesel emissions control strategy may be used if the filter has the same PM reduction as the identical ARB-verified model and BAAQMD approves of its use. The project sponsors, as applicable, shall submit documentation of compliance with the BAAQMD NSR permitting process (Regulation 2, Rule 2, and Regulation 2, Rule 5) and the emissions standard requirement of this measure to the Planning Department for review and approval before a permit for a backup diesel generator is issued by any City agency. Once operational, all diesel backup generators shall be maintained in good working order for the life of the equipment and any future replacement of the diesel backup generators shall be required to be consistent with these emissions specifications. The operator of the facility at which the generator is located shall maintain records of the testing schedule for each diesel backup generator for the life of that diesel backup generator. The facility operator shall provide this information for review to the Planning Department within 3 months of a request for such information.	Project sponsor and construction contractor.	Prior to issuance of a permit for each backup diesel generator.	Project sponsor shall submit documentation of compliance to the Planning Department for review and approval within 3 months of a request for such information.	Considered complete upon review and approval of documentation by Planning Department staff.

Table 1: Mitigation Monitoring and Reporting Program

NOTE: Each mitigation measure in this document applies to the proposed project and variant, unless noted otherwise. Furthermore, each responsible project sponsor as identified in this Table 1 shall only be responsible for implementation of the applicable mitigation measure related to their particular property within the project site.

Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-AQ-1f: Prepare and Implement Transportation Demand Management To reduce operational mobile source emissions, the project sponsors shall prepare and implement a transportation demand management (TDM) plan. The TDM plan shall have a goal of reducing estimated aggregate daily one-way vehicle trips associated with the 700 Innes and India Basin Open Space properties by at least 15 percent compared to the aggregate daily one-way vehicle trips identified in the project-related Transportation Impact Study dated July 2017 and the Supplement to the Transportation Impact Study, dated April 27, 2018, (together, the "Final Transportation Impact Study") and included in EIR Appendix D as calculated before the imposition of TDM measures. To ensure that this reduction goal could be reasonably achieved, the project sponsors shall have a TDM plan with a goal of reducing the daily one-way vehicle trips to and from the project site by 15 percent for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, relative to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the Final Transportation Impact Study as calculated before the imposition of TDM measure. The calculations shall use the baseline scenario trip generation rates contained in the Final Transportation Impact Study until the point at which SFMTA provides 1,000 passenger capacity per weekday PM peak hour along Innes Avenue, at which point the calculations shall use the Cumulative scenario trip rates in the Final Transportation Impact Study. There shall be a transportation management association that would be responsible for the administration, monitoring, and adjustment of the TDM plan. The project sponsors shall be responsible for monitoring implementation of the TDM plan and proposing adjustments to the plan if its goal is not being achieved, in accordance with the following provisions. The TDM plan may include but is not limited to the types of measures summarized below by way of example. Actual TDM measures selected should include those from the City's adopted TDM Program Standards, which describe the scope and applicability of candidate measures in detail and include: • **Active Transportation:** Streetscape improvements to encourage walking, secure bicycle parking, shower and locker facilities for cyclists, subsidized bikeshare memberships for project occupants, bicycle repair and maintenance services, and other bicycle-related services.	Project sponsors of 700 Innes and India Basin Open Space properties and transportation consultant to prepare the TDM Plan, which will be implemented by the TDM Coordinator and building management and will be binding on all development parcels within 700 Innes and India Basin Open Space properties.	TDM Coordinator and/or project sponsors to prepare TDM Plan and submit to Planning Department and SFMTA staff prior to approval of the site permit application for first building. The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building. The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant.	TDM Coordinator to submit the TDM Plan to Planning Department And SFMTA staff for review and approval. Transportation Coordinator to submit monitoring report per reporting periods to Planning Department staff and implement TDM Plan Adjustments (if required).	The TDM Plan is required for the duration of the proposed project or variant. Monitoring reports would be on-going during project buildout, or until eight consecutive reporting periods show that the fully-built project has met its reduction goals. If after eight reporting periods the sponsor achieves TDM Plan reduction goal, the eighth monitoring report can be deemed the final TDM Plan report. However, if the TDM Plan reductions cannot be met, the project sponsors can elect to pay an additional offset fee. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• **Car-Share**: Car-share parking spaces and subsidized memberships for project occupants. • **Delivery**: Amenities and services to support delivery of goods to project occupants. • **Family-Oriented Measures**: On-site childcare and other amenities to support the use of sustainable transportation modes by families. • **High-Occupancy Vehicles**: Carpooling/vanpooling incentives and shuttle bus service. • **Information and Communications**: Multimodal wayfinding signage, transportation information displays, and tailored transportation marketing services. • **Land Use**: On-site affordable housing and healthy food retail services in underserved areas. • **Parking**: Unbundled parking, short-term daily parking, parking cash-out offers, and reduced off-street parking supply. The TDM plan shall describe each measure, including the degree of implementation (e.g., how long will it be in place, how many tenants or visitors it will benefit, on which locations within the site it will be placed) and the population that each measure is intended to serve (e.g., residential tenants, retail visitors, employees of tenants, visitors). The TDM plan shall commit to monitoring of vehicle trips to and from the project site to determine the plan's effectiveness, as described in "TDM Plan Monitoring and Reporting" below. The TDM plan shall have been approved by the Planning Department before site permit application for the first building, and the plan shall be implemented for each new building upon the issuance of the certificate of occupancy for that building. The TDM plan shall be submitted to the Planning Department for approval to ensure that components of the plan intended to meet the reduction target are shown in the plan and/or ready to be implemented upon the issuance of each certificate of occupancy. The TDM plan shall remain a component of the proposed project and variant to be implemented for the duration of the proposed project or variant. **TDM Plan Monitoring and Reporting**: The TDM Coordinator shall collect data, prepare monitoring reports, and submit them to the Planning Department. To ensure that the goal of reducing by at least 15 percent the aggregate daily one-way vehicle trips is reasonably achievable, the project sponsor shall				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
monitor daily one-way vehicle trips for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, and shall compare these vehicle trips to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the project's Final Transportation Impact Study. **Timing.** The TDM Coordinator shall collect monitoring data and shall begin submitting monitoring reports to the Planning Department 18 months after issuance of the first certificate of occupancy for buildings that are at least 75 percent occupied on the 700 Innes property that include off-street parking or the establishment of surface parking lots or garages. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until five consecutive reporting periods show that the fully built project has met the reduction goal. From that point on, monitoring data shall be submitted to the Planning Department once every three years. Each trip count and survey (see below for description) shall be completed within 30 days after the end of the applicable reporting period. Each monitoring report shall be completed within 90 days after the applicable reporting period. The timing of monitoring reports shall be modified so that a new monitoring report is submitted 12 months after adjustments are made to the TDM plan to meet the reduction goal, as may be required under the "TDM Plan Adjustments" heading, below. In addition, the Planning Department may modify the timing of monitoring reports as needed to consolidate this requirement with other monitoring and/or reporting requirements for the proposed project or variant, such as annual reporting under the proposed project's or variant's development agreement. **Term.** The project sponsors shall monitor, submit monitoring reports, and make plan adjustments until the earlier of: (i) the expiration of the development agreement, or (ii) the date the Planning Department determines that the reduction goal has been met for up to eight consecutive reporting periods. **Components:** The monitoring and reporting, including trip counts, surveys and travel demand information, shall include the following components or comparable alternative methodology and components, as approved, accepted or provided by Planning Department staff: (1) Trip Count and Intercept Survey: Provide a site-wide trip count and intercept survey of persons and vehicles arriving and leaving the project site for no less than two days during the reporting period between 6:00 a.m. and 8:00 p.m. One day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during one week				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
without federally recognized holidays, and another day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during another week without federally recognized holidays. The trip count and intercept survey shall be prepared by a qualified transportation or survey consultant, and the Planning Department shall approve the methodology prior to the Project Sponsors conducting the components of the trip count and intercept survey. The Planning Department anticipates it will have a standard trip count and intercept survey methodology developed and available to project sponsors at the time of data collection. (2) Travel Demand Information: The above trip count and survey information shall be able to provide the travel demand analysis characteristics (work and non-work trip counts, origins and destinations of trips to/from the project site, and modal split information), as outlined in the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review, October 2002, or subsequent updates in effect at the time of the survey. (3) Documentation of Plan Implementation: The TDM coordinator shall work in conjunction with the Planning Department to develop a survey (online or paper) that can be reasonably completed by the TDM coordinator and/or Transportation Management Association (TMA) staff members to document implementation of TDM program elements and other basic information during the reporting period. The project sponsors shall include this survey in the monitoring report submitted to the Planning Department. (4) Assistance and Confidentiality: The Planning Department will assist the TDM coordinator with questions regarding the components of the monitoring report and will assist the TDM coordinator in determining ways to protect the identity of individual survey responders. **TDM Plan Adjustments.** The project sponsors shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal. The TDM plan adjustments shall be made in consultation with Planning Department staff and may require refinements to existing measures (e.g., change to subsidies, increased bicycle parking), inclusion of new measures (e.g., a new technology), or removal of existing measures (e.g., measures shown to be ineffective or induce vehicle trips). If the Planning Department determines that the reduction goal has been met for eight consecutive reporting				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
periods, the TDM Plan in place at the time of the eighth consecutive successful reporting period shall be considered the final TDM Plan. If the monitoring results from three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, the TDM plan adjustments shall occur within 270 days after the last consecutive reporting period. The TDM plan adjustments shall occur until the monitoring results of three consecutive reporting periods demonstrate that the reduction goal is achieved. If after implementing TDM plan adjustments, the project sponsors have not met the reduction goal for up to eight consecutive reporting periods, as determined by the Planning Department, then the project sponsors may, at any time thereafter, elect to use another means to address the shortfall in meeting the TDM plan reduction target. Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations. The anticipated shortfall shall be based on the shortfall that occurred in the most recently monitored year. Calculations of emissions to be offset shall be based on the total amount of emissions anticipated to be reduced by achieving the 15 percent TDM goal, adjusted for the actual percentage of aggregate daily one-way vehicle trip reduction achieved in the most recently monitored year. After paying this additional offset fee, the project sponsors shall continue to monitor, report and adjust their TDM Plan in accordance to this Mitigation Measure M-AQ-1f, to ensure that the shortfall from the reduction goal does not increase significantly over time for the duration of the term defined herein. At the end of that term, the project sponsors' monitoring, reporting, and adjusting obligations of MM-AQ-1f shall terminate, but the project sponsors shall continue to implement the final TDM Plan for the life of the project. The final TDM Plan shall be either a) the TDM Plan that met the reduction goal for eight consecutive reporting periods; or b) if the project sponsors have paid an additional offset fee, the TDM plan that achieved the highest reduction goal for any reporting period.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Wind Mitigation Measures				
Mitigation Measure M-WI-1a: Wind Impact Analysis and Mitigation for Buildings 100 Feet or Greater in Height During Partial Buildout With the goal of preventing a net increase in hazardous wind hours beyond those identified by prior wind tunnel testing conducted for this EIR during project construction, prior to obtaining a building permit for any project or variant building within the project site proposed to be at least 100 feet in height, the project sponsors shall undertake or cause their construction contractor(s) to undertake a wind impact analysis for such proposed building. a. The wind impact analysis shall be conducted by a qualified wind consultant approved by the Planning Department's Environmental Review Officer (ERO). The wind consultant shall review the proposed building design taking into account the building design and feasible mitigation required by Mitigation M-WI-1c. The wind consultant shall provide a qualitative analysis of whether the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR. The analysis shall compare the exposure, massing, and orientation of the proposed building to the same building in the representative massing models for the proposed project or variant. The comparison shall also analyze the potential wind impacts of the proposed building relative to existing conditions, those identified in the discussion of operational wind hazards, and to the City's wind hazard criterion. The existing conditions in this analysis shall be considered to include any existing buildings at the site, the as-built designs of all previously completed structures, and the then-current designs of approved but as-yet-unbuilt structures that would be completed by the time of occupancy of the subject building. b. If the qualified wind consultant determines that the building could result in a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, but in the consultant's professional judgment, temporary measures would reduce such impact, the consultant shall notify the ERO and the building applicant. The consultant's professional judgment may be informed by the use of "desktop" analytical tools, such as computer tools relying on results of prior wind tunnel testing for the proposed project and other projects (i.e., "desktop" analysis does not include new wind tunnel testing). The analysis shall include consideration	Project sponsors, construction contractor, wind consultant, and Planning Department.	Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.	Planning Department, project sponsors, and wind consultant.	Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by mitigation measure M-WI-1a. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department for review and approval by the ERO, and this mitigation measure shall be considered complete upon the Planning Department and ERO's review and approval of the Wind Safety Plan.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
of wind location, duration, and speed of wind. The building applicant shall propose temporary measures to reduce wind hazards under partial build-out conditions to the extent feasible. Such temporary measures include but are not limited to the following measures: • At building corners, introduce hard landscaping such as localized porous/ solid screens, soft landscaping such as localized trees, or hedge plantings. • Install semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas. • Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. • Introduce temporary canopies and cabanas at outdoor seating areas. The wind consultant shall then reevaluate the building design(s) taking into account the temporary measures. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design, taking into account any temporary measures, would not create a net increase in hazardous wind hours under partial build-out conditions that are beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR and in subsequent wind analysis required by this mitigation measure, no further review would be required.				
c. If the qualified wind consultant is unable to demonstrate that temporary measures would reduce wind hazard impacts under partial build-out conditions to less-than-significant levels, then wind tunnel testing or an equivalent method of quantitative evaluation shall be required. The proposed building shall be wind tunnel tested using a model that represents the proposed building in the context of existing partial build-out conditions. The testing shall include test points deemed appropriate by the consultant and agreed upon by the Planning Department to determine the wind performance of the building, such as building entrances and sidewalks. If the wind tunnel testing determines that the building's design, including temporary measures, would increase the hours of wind hazard or the extent of area subject to hazardous winds under partial build-out conditions beyond those identified for full build-out conditions by prior wind testing conducted for this EIR, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall propose feasible mitigation strategies including any of the above measures to reduce				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
wind hazards. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not create a net increase in hazardous wind hours or locations under partial build-out conditions beyond those identified for full build-out conditions by prior wind tunnel testing conducted for this EIR, no further review would be required. d. If the qualified wind consultant is unable to demonstrate that wind mitigation measures would reduce wind hazard impacts to less-than-significant levels after wind tunnel testing or an equivalent method of quantitative evaluation, the building applicant shall provide a Wind Safety Plan to the Planning Department and the ERO. The Wind Safety Plan shall include recommendations for site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. Site safety precautions can include, but not be limited to any of the following: • warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; and • identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds. The project sponsors shall ensure by conditions of approval for any construction activity, and the Planning Department shall ensure by conditions of approval for building permits and site permits, that the project sponsors and the subsequent building developer(s) cooperate to implement and maintain all measures and precautions identified by the wind consultant.				
Mitigation Measure M-WI-1b: Temporary Wind Reduction Measures during Construction For the active construction areas, the wind consultant may identify those construction sites that would be especially exposed to strong winds. The consultant may recommend construction site safety precautions for times when very strong winds occur on-site or may be expected, such as when high-wind watches or warnings are announced by the National Weather Service. The objective of these precautions shall be to minimize risks and prevent injuries to workers and the public from stacked materials, such as shingles and sheets of plywood, that can be picked up and carried by strong winds, and from temporary signage, siding or roofing, or light structures that could be detached and carried by the wind. As part of construction site safety planning, the project sponsors shall require, as a condition of contracts, that contractors consider all potential wind-related risks to the public from their construction activities, and shall develop a safety	Project sponsors and construction contractor.	Wind safety plan would be prepared prior to issuance of grading, excavation, or demolition permits. The wind safety plan shall be in effect during construction activities and until the final certificate of occupancy is granted.	Planning Department.	Considered complete after the final certificate of occupancy for the last building is granted.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
plan to address and control all such risks related to their work. The safety plan could include but not be limited to measures such as: • warning pedestrians and bicyclists of hazardous winds by placing weighted warning signs; • identifying alternative pedestrian and bicycle routes that avoid areas likely to be exposed to hazardous winds; and • installing semi-permanent windscreens or temporary landscaping features (such as shrubs in large planters) that provide some wind sheltering and also direct pedestrian and bicycle traffic around hazardous areas.				
Mitigation Measure M-WI-1c: Reduce Effects of Ground-Level Hazardous Winds through Ongoing Review In order to mitigate to the extent feasible new wind hazards created with full build-out under the proposed project or variant identified by prior wind testing, a wind impact analysis by a qualified wind consultant shall be required prior to building permit issuance for any building more than 100 feet tall. The purpose of this supplemental wind impact analysis would be to prevent the total duration of wind hazard exceedances across the project site from exceeding the total duration of wind hazard exceedances under full build-out conditions with the proposed project or variant determined in the Wind Tunnel Report, included in EIR Appendix H, based on the prior wind tunnel testing undertaken by BMT Fluid Mechanics (BMT). Based on the Wind Tunnel Report, the total number of wind hazard exceedance hours shall not exceed 767 hours. • The proposed building(s) shall be wind tunnel tested using a model that represents the current proposed building(s) defined as the building configurations assumed in the Wind Tunnel Report updated to reflect the design of any constructed buildings at the site and the as-built designs of all approved but yet unbuilt structures .The testing shall include the test points previously studied (see Table 3.9-1). If the wind tunnel testing determines that the building's design would increase the total duration of hazardous winds from the conditions identified in the Wind Tunnel Report, the wind consultant shall notify the Planning Department and the building applicant. The building applicant shall then propose feasible mitigation strategies, including any architectural features, to reduce the total duration of wind hazards. – At building corners, introduce hard landscaping such as localized porous/ solid screens, soft landscaping such as localized trees, or hedge plantings.	Project sponsors, construction contractor, wind consultant, and Planning Department.	Prior to permit issuance for a building permit for any building within the project site at least 100 feet tall.	Planning Department, project sponsors, and wind consultant.	Considered complete when the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not exceed the total number of wind hazard exceedance hours (767 hours) identified in prior wind tunnel testing conducted for the proposed project in the EIR.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– Introduce canopies along building façades at the pedestrian level. – Introduce solid/porous screens and soft landscaping to create localized pockets suitable for use as recreational space or for lengthy use as outdoor seating. – Introduce parapets, canopies, and cabanas at outdoor seating areas. If the wind consultant demonstrates to the satisfaction of the ERO that the modified design would not increase the total duration of hazardous winds identified in prior wind tunnel testing conducted for this EIR, no further design modifications would be required. • If the wind consultant determines that even after the modifications of the design that the building(s) would result in greater than 767 wind hazard exceedance hours, the wind consultant shall work with the project sponsors, architect, and/or landscape architect to identify specific additional feasible measures that may include landscaping features and street furniture that would reduce the total duration of wind hazards to the extent feasible. The ability of the design alterations to reduce the wind hazard to the extent feasible shall be demonstrated by subsequent wind tunnel testing of the modified design and landscaping that compares the modified building design and landscaping to the wind hazard exceedance hours of 767 hours for the proposed project, no further review is required.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Biological Resources Mitigation Measures				
Mitigation Measure M-BI-1a: Prepare and Implement a Hydroacoustic Monitoring Program for Special-Status Fish and Marine Mammals Before the start of construction, the project sponsors shall prepare a hydroacoustic monitoring plan and obtain approval from NMFS. The plan shall be provided to NMFS for review and approval before construction. The plan shall provide details regarding the estimated underwater sound levels expected, sound attenuation methods, methods used to monitor and verify sound levels during pile-driving activities, and management practices to be taken to reduce pile-driving sound in the marine environment to below NMFS thresholds for injury to fish, as feasible, and below NMFS thresholds for marine mammals. The plan shall include but not be limited to the following measures for special-status fish: • All steel pilings shall be installed with a vibratory pile driver to the deepest depth practicable. An impact pile driver may be used only where necessary to complete installation of the steel pilings, in accordance with seismic safety or other engineering criteria. • The smallest pile driver and minimum force necessary shall be used to complete the work. • The hammer shall be cushioned using a 12-inch-thick wood block during all impact hammer pile-driving operations to the extent feasible. • A bubble-curtain, air barrier, or similar technology shall be employed during all impact pile-driving activities. • A "soft start"[1] technique shall be employed upon initial pile-driving activities every day to allow fish an opportunity to vacate the area. • During impact pile driving, the contractor shall limit the number of strikes per day to the minimum necessary to complete the work. • No pile driving shall occur at night. • During impact pile driving, a qualified fish biologist shall monitor the project site for fish that exhibit signs of distress. If fish are observed rising to the surface, work shall be halted by the biologist, and the cumulative SEL up to	Project sponsors, with direction from NMFS.	Prior to the start of pile driving in the Bay.	Project sponsors to prepare a hydroacoustic monitoring plan and obtain approval from NMFS.	Considered complete upon review and approval of the sound attenuation and monitoring plan by NMFS and after the conclusion of all in-water pile driving activities.

[1] Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 20 minutes.

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that point shall be examined. If the cumulative SEL is close to or exceeds the threshold, then pile-driving activities will cease until the next day. • All pile-driving and pile-removal activity shall be monitored by a NMFS-approved biological monitor before and during all pile driving. The biological monitor shall maintain a monitoring log of daily pile-driving activities, any field sound measurements, fish sightings, and implementation of soft-start and shutdown requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile removal activities). • The hydroacoustic monitoring program shall incorporate NMFS-recommended work windows to avoid impacts on special-status fish species that have the potential to occur at the project site during only certain portions of the year. This includes limiting work between December 1 and May 31 to avoid impacts on steelhead and green sturgeon, and monitoring for herring spawning events in the vicinity of the project site between December 1 and February 29. In the event that monitoring identifies a herring spawning event that could be affected by project-related construction activities, all in-water work shall be temporarily halted. In-water work shall not resume until a qualified biologist determines that no additional impact on spawning herring would occur. The project sponsors shall coordinate with the NMFS Office of Protected Resources pursuant to the Marine Mammal Protection Act to develop an appropriate plan and monitoring program for potential effects to species during noise generating work. The plan shall include but not be limited to the following measures for marine mammals: • Zones of influence shall be based on the estimated NMFS injury threshold contours for the different marine mammals. These zones of influence may be modified, based on subsequent analysis of the actually proposed piles, equipment, and activity before construction, but only with the approval of NMFS. • Hydroacoustic monitoring according to the hydroacoustic monitoring plan shall be completed during initial pile driving to verify projected isopleths for pile driving and removal. The plan shall require real-time hydroacoustic monitoring for a sufficient number of piles to determine and verify modeled noise isopleths. The safety zones established before construction may be modified, based on field measurements of different pile-driving activity, if the field measurements indicate different threshold contours than estimated				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
before construction, but only with the approval of NMFS. • During pile-driving and pile-removal activity, a NMFS-approved marine mammal observer would monitor the work area for marine mammal presence. If a marine mammal is observed in or swimming into an unauthorized zone of influence, work would stop until the animal was observed, or determined to be, outside of the area of potential injury. • A "soft start"[2] technique shall be employed each day upon commencement of pile-driving activity, any time after pile-driving activity ceases for more than 1 hour, and any time after pile-driving activity shuts down because a marine mammal has entered a safety zone. • All pile-driving and pile-removal activity shall be monitored by an NMFS-approved biological monitor before and during all pile driving to inspect the work zone and adjacent Bay waters for marine mammals and implement the safety zone requirements described above. The biological monitor shall maintain a monitoring log of daily pile-driving activities; any field sound measurements; marine mammal sightings; and implementation of soft-start, shutdown, and safety-zone requirements. A monitoring report shall be prepared for submission to NMFS (submitted monthly and at the completion of all pile-driving/pile-removal activities).				
Mitigation Measure M-BI-1b: Implement Avoidance and Minimization Measures for Special-Status Species The project sponsors and the project construction contractor(s) they procure shall implement the following avoidance and minimization measures for special-status species: • **Implement a Worker Environmental Awareness Program (WEAP):** An education program shall be developed and implemented by a qualified biologist and attended by all construction personnel performing demolition or ground-disturbing work before such work commences on-site. Upon completion of the program, employees shall sign a form stating that they attended the training session and understand all conservation and protection measures. All future construction personnel shall be required to attend the presentation (either an in-person presentation or a recording of the prior presentation) and sign the form before beginning work on the project site. The signed forms shall be kept on file for the duration of construction and	Project sponsors, construction contractor, and qualified wildlife biologist.	Worker Environmental Awareness Program shall be developed and implemented prior to receiving a grading, demolition, or excavation permit. Other measures ongoing during construction.	Planning Department.	Considered complete after the conclusion of construction activities and after the Worker Environmental Awareness Program attendance forms are provided to the Planning Department.

[2] Soft starts require an initial set of three strikes from the impact hammer at 40 percent energy, followed by a 1-minute waiting period between subsequent three-strike sets. Soft starts for vibratory hammers will initiate noise at 15 seconds at reduced energy, followed by a 1-minute waiting period between subsequent starts. This process should continue for a period of no less than 15 minutes.

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provided to the City and County of San Francisco upon request. The WEAP shall include but not be limited to education on: (a) applicable State and federal laws, environmental regulations, project permit conditions, and penalties for noncompliance; (b) special-status plant and animal species with the potential to be encountered on or in the vicinity of the project site during construction; (c) avoidance measures and a protocol for encountering special-status species, including a communication chain; (d) preconstruction surveys and biological monitoring requirements associated with each phase of work and at specific locations within the project site (e.g., shoreline work), as biological resources and protection measures will vary depending on the location of work on the site, the time of year, and the type of construction activity; (e) known sensitive resource areas in the project vicinity that are to be avoided and/or protected, as well as approved project work areas, access roads, and staging areas; and (f) BMPs (e.g., straw wattles or spill kits) and their locations around the project site for erosion and species exclusion, in addition to general housekeeping requirements. • **Avoid Attracting Predators:** To eliminate attractions for predators, all food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in solid, closed containers (trash cans) and removed from the entire construction site at the end of each working day. • **Avoid Entanglement:** Tightly woven fiber netting or similar material shall be used at the project site for erosion control or other purposes to ensure that individuals are not trapped. This limitation shall be communicated to the contractor through use of special provisions included in the bid solicitation package. Plastic monofilament netting (erosion control matting) or similar material shall not be used at the project site because special-status species may become entangled or trapped in it.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-BI-1c: Prepare and Implement a Vegetation Restoration Plan and Compensatory Mitigation • To restore temporarily affected habitat, the project sponsors shall prepare and implement a vegetation restoration plan with detailed specifications for minimizing the introduction of invasive weeds and restoring all temporarily disturbed areas, and shall ensure that the contractor successfully implements the plan. The plan shall indicate the best time of year for seeding to occur. To facilitate preparation of the plan, the project sponsors shall ensure that, before construction, a botanist (experienced in identifying sensitive plant species in the project area) performs additional preconstruction surveys of the areas to collect more detailed vegetation composition data, including species occurrence, vegetation characterization (e.g., tree diameter size), and percent cover of plant species. Photo documentation shall be used to show pre-project conditions. The minimum weed control and restoration measures and the success criteria to be included in the vegetation restoration plan are described below. **Invasive Weed Control Measures** Invasive weeds readily colonize soils that have been disturbed by grading or other mechanical disturbance. The project sponsors shall incorporate the following measures into the construction plans and specifications to prevent the spread of invasive weeds into nearby areas: (a) Construction equipment shall arrive at the project area free of soil, seed, and plant parts to reduce the likelihood of introducing new weed species. (b) Any imported fill material, soil amendments, gravel, etc., required for construction and/or restoration activities that would be placed within the upper 12 inches of the ground surface shall be free of vegetation and plant material. (c) Certified, weed-free, imported erosion-control materials (or rice straw in upland areas) shall be used exclusively, as applicable (this measure concerns biological material and does not preclude the use of silt fences and other measures). (d) The environmental awareness training program for construction personnel shall include an orientation regarding the importance of preventing the spread of invasive weeds. (e) To reduce the seed bank in weed-dominated ruderal areas, the	Project sponsors, qualified botanist (experienced in identifying sensitive plant species in the project area), and USFWS/CDFW, if necessary.	Ongoing during construction.	Planning Department to review and approve a vegetation restoration plan.	Considered complete after the vegetation restoration plan is reviewed and approved by the Planning Department, after permanently affected areas have been mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW, and after a qualified biologist has monitored the re-vegetated areas for a period of 5 years, or as otherwise determined by the applicable resource agencies.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
contractor shall mow, disk, apply spot-applications of herbicide to weeds, and/or remove weeds, as appropriate (i.e., before seed set and dispersal) and before surface clearing and site preparation. (f) Before tracked and heavy construction equipment leaves the project area, any accumulation of plant debris, soil, and mud shall be washed off the equipment or otherwise removed on-site, and air filters shall be blown out. (g) No invasive species shall be used in any restoration seeding. (h) Implementation of these measures during construction and site restoration activities shall be verified and documented by a biological or environmental monitor. **Minimum Restoration Measures** Restoration areas are portions of the project area that would be disturbed during project-related construction activities but would subsequently be restored to their preconstruction conditions, or better. No soil containing plant materials may be used for revegetation to avoid inadvertent introduction of nonnative plant pathogens like phytophthora (*Phytophthora* sp.). To restore temporarily disturbed areas, the project sponsors shall ensure the following: (a) Native coastal scrub and tidal marshland areas shall be reseeded with a native seed mix or replanted with native stock. (b) For any tree to be removed, RPD and BUILD shall ensure that replacement trees are planted within or in the vicinity of the project area as follows: • Trees shall be replaced within the first year after the completion of construction or as soon as possible in an area where construction is completed, during a favorable time of year as determined by an arborist or biologist with experience in restoration. • Selection of replacement sites and installation of replacement plantings shall be supervised by an arborist or biologist with experience in restoration. Irrigation of tree plantings during the initial establishment period shall be provided as deemed necessary by an arborist or biologist with experience in restoration. • An arborist or biologist with experience in restoration shall monitor new plantings at least once a year for 5 years or as otherwise determined by the applicable resource agencies.				

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• Any replacement plantings installed as remediation for failed plantings shall be planted as stipulated here for original plantings, and shall be monitored for 5 years after installation, or as otherwise determined by the applicable resource agencies. **Minimum Success Criteria** Unless the applicable resource agencies determine that different but equivalent or more stringent criteria should be applied, the success criteria for restoring temporarily disturbed areas shall be as follows: (a) All temporarily disturbed areas shall be restored to approximately their baseline condition. Vegetation cover shall be at least 70 percent of the baseline; that is, absolute cover of the revegetation site shall be no less than 70 percent of the baseline absolute cover of native and naturalized species (i.e., excluding target invasives). Cover in the revegetation site shall contain no more than 10 percent absolute cover of target invasives or no more cover of invasives than the baseline, whichever is greater. (b) Vegetation in restoration areas shall be functional, fully established, and self-sustaining as evidenced by successive years of healthy vegetative growth; observed increase in vegetative cover, canopy cover, and/or plant height; and successful flowering, seed set, and/or vegetative reproduction over the 5-year monitoring period. (c) Revegetation work shall start within 1 year of construction completion. (d) Revegetation shall be monitored at least once a year for 5 years or as otherwise determined by the applicable resource agencies. (e) Individual native trees shall have 65 percent survivorship by the fifth monitoring year. (f) Restoration areas shall be monitored for target invasive plants quarterly in the first 5 years after replanting. If invasive plants are found during the 5-year monitoring period, they shall be removed as necessary to support meeting the cover and vegetation composition success criteria. (g) Monitoring and maintenance shall continue until the minimum success criteria specified in parts (a) through (e) are met, or as otherwise determined by the applicable resource agencies. **Compensatory Mitigation** The project sponsors shall fully compensate for permanent losses of developed open water, open water, seasonal wetland, wetland swale, tidal marsh including areas of bare ground and beach, and nonwetland waters				

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(2.11 acres total) as defined in Table 3.1-5. In addition, the project sponsors shall fully compensate the permanent loss of native coastal scrub (0.77 acre). Compensatory mitigation may occur through the creation of habitat on-site at any of the four project site properties, or through purchase of credits at an off-site mitigation bank. Permanently affected areas shall be mitigated at a ratio of no less than 1:1, unless otherwise approved by USFWS and/or CDFW.				
Mitigation Measure M-BI-1d: Avoid Ridgway's Rail Habitat During the Nesting Season To the extent feasible, the start of construction activities within 700 feet of Heron's Head Park shall be scheduled to avoid the Ridgway's rail nesting season. The nesting season for Ridgway's rail extends from February 1 through August 31. If construction must occur during the Ridgway's rail nesting season, the following measures shall be implemented: (a) A USFWS-approved protocol-level survey for Ridgway's rail (following the June 2015 USFWS Survey Protocol) shall be conducted in Ridgway's rail habitat (Heron's Head Park) within 700 feet of planned construction activities. (b) If Ridgway's rail activity centers are detected, the findings shall be reported to USFWS and project activities occurring within 700 feet of Ridgway's rail activity centers shall be limited to the period from September 1 through January 31, outside of the Ridgway's rail nesting season.	Project sponsors and a qualified wildlife biologist (if necessary).	Ongoing during construction within 700 feet of Heron's Head Park between February 1 and August 31.	USFWS and Planning Department	If construction activities within 700 feet of Heron's Head Park occurs between September 1 and January 31, M-BI-1d shall be considered complete upon review and approval of construction schedule by Planning Department. If construction activities within 700 feet of Heron's Head Park occurs between February 1 and August 3, M-BI-1d shall be considered complete upon reporting the findings of a USFWS-approved protocol-level survey for Ridgway's rail to USFWS prior to the start of construction.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-BI-1c: Avoid Nests during Bird Nesting Season To the extent feasible, the start of construction activities shall be scheduled to avoid the nesting season. The nesting season for most birds, including most raptors, extends from February 1 through August 31. If construction must occur during the nesting season, the following measures shall be implemented: (a) Preconstruction surveys for nesting birds shall be conducted by a qualified biologist no more than 14 days before the initiation of construction and demolition activities. During these surveys, the qualified biologist shall inspect all potential nesting habitats (e.g., trees, shrubs, grasslands, and buildings) within 300 feet of impact areas for raptor nests and within 100 feet of impact areas for nests of nonraptors. If an active nest (i.e., a nest with eggs or young, or any completed raptor nest attended by adults) is found sufficiently close to work areas to be disturbed by these activities, the qualified biologist shall determine the extent of a disturbance-free buffer zone to be established around the nest until the young are fledged or the nest is otherwise abandoned as determined by a qualified biologist (typically 250 feet for raptors and 50–100 feet for other species), to ensure that no nests of species protected by the Migratory Bird Treaty Act and California Fish and Game Code would be disturbed during project implementation. (b) If construction activities are not initiated until after the start of the nesting season, potential nesting substrate (e.g., bushes, trees, grasses, and other vegetation) that is scheduled to be removed by the project may be removed before the start of the nesting season (e.g., before February 1) to reduce the potential for initiation of nests.	Project sponsors, construction contractor, and a qualified wildlife biologist (with CDFW/ USFWS consultation, if necessary).	Ongoing during construction between February 1 and August 31.	Contractor/wildlife biologist/Planning Department: Contractor to provide detailed construction schedule to Planning Department to confirm affected activities fall outside nesting season or removal of trees and/or structures occurs outside breeding season. If necessary, wildlife biologist to complete a memorandum detailing the survey effort and results and submit the memorandum to the project sponsors and Planning Department staff within 7 days of survey completion and no more than 14 days before the initiation of construction and demolition activities. Planning Department staff to review and approve report.	If construction would occur outside of nesting bird season, M-BI-1e shall be considered complete upon review and approval of construction schedule by Planning Department. If construction would occur during nesting bird season, M-BI-1e shall be considered complete upon review and approval of nesting surveys by Planning Department.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Hydrology and Water Quality Mitigation Measures				
Mitigation Measure M-HY-1a: Monitor Turbidity during Construction The project sponsors shall require their construction contractor to monitor turbidity associated with construction of the pier and floating dock and removal of piles and old piers. The contractor shall prepare a turbidity monitoring plan, including product information on monitoring equipment, proposed monitoring locations, and procedures to follow if turbidity increases above background levels. The turbidity monitoring plan shall include the following provisions: (1) Before beginning work, the contractor shall monitor turbidity and light levels at the level of the eelgrass, or other as deemed appropriate by the resource agencies if no eelgrass is present, to establish a baseline. The contractor shall also set buoys out to establish background water quality monitoring points upstream and downstream of the site (based on existing currents and tides at the site). The contractor shall monitor turbidity and light at low, middle, and high tides during typical work hours for several days before beginning work. The project sponsor's contract owner's representative will review and approve the background monitoring station locations before monitoring. (2) During removal of the piles, the contractor shall monitor turbidity and light levels no less than daily or as required by the project's or variant's 401 water quality certification issued by the San Francisco Bay RWQCB or other applicable permits, at the same locations as required for baseline monitoring, as well as within the work area. The contractor shall notify the lead inspector or other on-site individual overseeing the contractor immediately when there is an exceedance of the required water quality criteria (turbidity and light levels) that have been established either in the 401 water quality certification or with the San Francisco Bay RWQCB. If the lead inspector or other identified individual determines, in coordination with the environmental compliance manager, that water quality criteria have been exceeded, demolition activities must cease until turbidity is reduced to meet the criteria. In the event an exceedance occurs, a silt curtain or floating debris booms may be deployed to contain suspended materials and prevent their broader dispersal. The deployment of these additional measures shall be contingent on whether conditions (e.g., water depth, substrate materials, wave action) are appropriate, as determined by the lead inspector.	Project sponsors and construction contractor, through coordination with the RWQCB.	Contractor shall monitor turbidity and light levels of the water prior to receiving a grading, demolition, or excavation permit. Other monitoring activities shall be ongoing during construction.	Planning Department or other City agency, in consultation with the RWQCB, to review and approve the turbidity monitoring plan.	Considered complete when the turbidity monitoring plan has been reviewed and approved by the Planning Department and after the end of construction activities.

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Mitigation Measure M-HY-1b: Implement Pile Removal Best Management Practices One of the following two separate procedures shall be utilized to remove piles based on information regarding local sediment conditions: • If there is reason to believe that the sediment is contaminated beyond the typical ambient levels of various in-Bay pollutants other than creosote, which is inferred to be present, the construction contractor shall cut the piling at the mudline. • If there is no reason to believe the sediment is contaminated beyond typical ambient levels, the contractor shall attempt to remove each piling in its entirety by pulling the piling straight out. The decision regarding the method of removal also depends on the condition of the piling. Generally, the construction contractor shall be prohibited from using vibration or a back-and-forth, rocking movement intended to snap the piling because this generally increases turbidity. Moreover: • If, before the contractor attempts to remove an entire piling, visual inspection of the pilings indicates that the pilings lack the necessary integrity to be pulled without splintering, crumbling, or otherwise disintegrating, the contractor shall instead cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. • If, during attempts to use direct pulls on the piling to remove it, the piling breaks at a level higher than 2 feet below the mudline, the contractor shall cut the remaining pile to a level 2–3 feet below the surrounding existing sediment or mudline. Because the condition of the piles' structural integrity is not fully nor precisely known, RPD or, for the 700 Innes property, BUILD shall investigate pile integrity after submitting the various permitting documents to the regulatory agencies. A brief memorandum on that investigation (referred to below as the "removal memo") shall be delivered to the agencies to inform them of the pile conditions and the expectation of whether pilings can be removed by pulling without crumbling. The following practices shall be followed during pile removal efforts: • Pilings and other debris may be removed from land or require removal from the water using barge-mounted equipment. For non-land-based removal of piles, the following measures shall be implemented to the extent feasible:	Project sponsors and construction contractor, RWQCB, USACE.	Ongoing during pile removal activities.	Planning Department or other City agency, in consultation with the RWQCB, USACE, or U.S. Coast Guard, to review and approve the methodology for the post-demolition diver survey.	Considered complete after the Planning Department has reviewed and approved the post-demolition diver survey results.

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– Removal of the pilings and other debris shall be carried out using an excavator mounted on a shallow-draft barge equipped with both grappling and shearing attachments. Shallow-draft barges generally require at least 5 feet of water above the sea floor or any submerged debris. Depending on specific site conditions and the construction barge chosen, it may be possible to float the barge into position at high tides, let it settle on the intertidal mudflats to continue working at low tides, and then be lifted by the next high tide. – Existing eelgrass or oyster beds shall be avoided. – The barge shall be designed to prohibit sediment or debris from falling back into the water. The work surface on the barge deck shall include a containment basin for piles, concrete, and any mud or sediment removed during pulling. Upon removal from substrate, the piles shall be moved expeditiously from the water into the containment basin. – When depths limit access to barges or sensitive resources are present, piles may be manually cut by divers using a pneumatic or hydraulic saw or shears. – Once the piles are cut, they may be towed out to deeper water to a waiting barge or to a landside staging area for loading and removal. • The holes left after pile removal shall not be actively filled. Attempting to fill the holes would lead to increased sediment disturbance and unnecessary increases in turbidity. It is expected that sediment deposition will rapidly fill in any holes that are left. • The removed piles, as well as any decking or other materials, shall be loaded onto a barge and/or transported back to the contractor's staging area where the concrete shall be separated from the other materials and recycled or disposed of off-site as appropriate at a permitted facility. • Once the removed debris is on land, the pilings and planks shall be cut to 5-foot lengths and dried out before being hauled to a landfill for disposal. • The removed piles shall be placed into containment basins that will collect the water, residual creosote, and other materials that may drain off of them. The collected water will eventually evaporate, and the residual creosote and other materials shall be placed into barrels for disposal at an appropriate Class 2 landfill. • The removal method(s) utilized for each site shall be described in the removal memo.				

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• Jetting away the sediments around the piles is prohibited. Where the method selected is expected to generate concrete chips or dust in the water, a special curtain shall be deployed around the individual pile so the contractor may capture any concrete pieces for off-site disposal. • Intentional breaking of timber piles above the mudline is prohibited. • The piles shall not be shaken, hosed off, stripped or scraped off, or left hanging to drip, nor shall any other action be taken with the intent of cleaning or removing adhering material from the pile. • Any sediment accumulated from the pile removal operations shall be assumed to contain creosote and shall be contained and eventually tested and disposed off-site in an appropriate landfill. • Upon completion of demolition and removal of the pilings (and any associated wharfing or decking), the contractor shall perform a post-demolition diver survey in the project area. The survey shall document the quantity and type of pilings stubs above the mudline and the condition of the Bay floor, and shall identify the quantities and types of debris from previous operations and/or from the demolition activities that remain on the Bay floor. • The contractor shall submit the results of the survey to RPD or, for the 700 Innes property, to BUILD for approval, with descriptions of its approach to removal of the piling stubs and debris. RPD (or BUILD) may elect to leave some debris in place if it has established eelgrass growing on it. After this submittal is approved, the contractor can proceed with removal of piling stubs and debris. • Identified piling stubs shall be cut off at 2–3 feet below the mudline if possible. • Bay floor debris including fallen timber piles, steel piping, concrete, and other miscellaneous items shall be removed as they are encountered during demolition activities. • All Bay floor debris within the project limits that is not treated with creosote shall be removed unless such removal would involve disturbing eelgrass. Timber piles that are not shown on the design plans but are encountered during operations shall be removed. Other items not shown on the design plans or mentioned in the specifications, but that are encountered during the contractor's operations, shall be brought to the attention of the lead engineer. The lead engineer shall determine the disposition of the items. • All removed debris shall be transported to the contractor's staging area and recycled or disposed at a permitted landfill facility.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• The contractor owner shall confirm that Bay floor debris has been removed by conducting a post-construction side-scan sonar study. • Existing concrete slabs and concrete debris along the shoreline shall be left in place to avoid destabilizing the embankment. All other timber and metal debris along shoreline shall be removed and disposed. • The following BMPs shall be used to prevent the release of hazardous wastes and minimize creosote release, sediment disturbance, and generation of total suspended solids during demolition operations: – Install a floating surface boom to capture floating surface debris. – Keep all equipment (e.g., bucket, steel cable) out of the water and grip piles above the waterline. – Slowly lift the pile from the sediment and through the water column. – Dispose of all removed timber piles, floating surface debris, sediment spilled on work surfaces, and all containment supplies at a permitted upland disposal site that accepts creosote-treated wood and materials contaminated with creosote. • The following BMPs shall be implemented by the construction contractor for handling creosote-containing materials, spill prevention and containment, erosion and sedimentation prevention, and monitoring requirements: – During demolition activities, a floating boom and skirt shall be deployed around the project site and absorbent booms and pads shall be provided on marine vessels on-site. – Silt fences, straw wattles, and other measures determined appropriate for erosion and sediment control shall be implemented in upland areas. – Waste at the demolition site, such as discarded demolition materials, chemicals, litter, and sanitary waste, shall be properly controlled. – Vessel fueling shall be required at the contractor's staging area or at an approved docking facility. No cross-vessel fueling shall be allowed. Marine vessels generally shall contain petroleum products within tankage that is internal to the hulls of the vessels. All deck equipment shall be equipped with drip pans to contain leaks and spills. All fuels and lubricants aboard the work vessels shall have a double containment system. Chemicals used in the project area and on marine vessels shall be stored using secondary containment.				

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Mitigation Measure M-HY-1c: Use Clamshell Dredges To reduce resuspension of sediments and impacts on water quality when conducting dredging activities, clamshell dredges shall be used for all dredging activities. Using clamshell dredges causes dredged material to descend rapidly through the water column to the Bay bottom, with only a small amount of sediment remaining suspended, thus resulting in minimal turbidity impacts.	Project sponsors and construction contractor.	Prior to obtaining a grading, excavation, and demolition permit, and ongoing during construction.	Planning Department or other City agency to ensure compliance with this measure prior to approving a grading, excavation, and demolition permit.	Considered complete once the project sponsors and contractor demonstrate to the satisfaction of the Planning Department that Clamshell Dredges will be used.
Hazards and Hazardous Materials Mitigation Measures				
Mitigation Measure M-HZ-2a: Prepare and Implement a Site Mitigation Plan for Areas Above the Mean High-Water Line Before obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line, the project sponsors shall comply with the requirements of San Francisco Health Code Article 22A, by causing a qualified person to prepare and submit a site mitigation plan to DPH for review and approval. The project sponsors shall implement the approved site mitigation plan. At a minimum, the site mitigation plan shall: • Establish appropriate site-specific cleanup targets, to be reviewed and approved by DPH, that are protective of human health and environment based on the proposed future land use(s). At a minimum, these targets shall be equal to, or more protective, than the following: – For the India Basin Shoreline Park, 900 Innes, and India Basin Open Space properties: The HHSLs (for land to be used for recreational purposes) or the EHSLs (for land to be used for tidal marsh or wetlands) as established in the draft site mitigation plan (RPD, 2017a). – For the 700 Innes property: San Francisco Bay RWQCB ESLs for residential use. • Delineate the extent of soil and/or groundwater contamination at levels exceeding the plan's cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The site mitigation plan should include figures and drawings showing areas and depths of soil excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A, including:	Project sponsors and construction contractor.	Prior to obtaining a site permit, building permit, or other permit from the City for development activities involving subsurface disturbance landward of the MHW line.	Department of Public Health to review and approve the plans listed in M-HZ-2a.	Considered complete once the final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– Removal of soil and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul. – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. The tracking of dirt by trucks leaving the project site shall be minimized by cleaning the wheels upon exit and cleaning the loading zone and exit area as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil, followed by a cap of clean soil or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan (HASP) to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
regular health and safety meetings, and to the project sponsors. The HASP shall be submitted to DPH at least 2 weeks before the beginning of construction activities. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan. • Require preparation of a deep foundation plan that will specify construction and soil handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of required construction-related documents, including odor and noise control measures and a SWPPP. • Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction, and that complies with San Francisco Health Code Article 22B. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Include a commitment to prepare and certify a final project report documenting implementation of the site mitigation plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.				
Mitigation Measure M-HZ-2b: Prepare and Implement a Nearshore Sediment and Materials Management Plan for Areas Below the Mean High-Water Line Before obtaining a permit for any work Bayward of the MHW line, the project sponsors and their construction contractors shall prepare and implement a nearshore sediment and materials management plan. The plan shall identify, as appropriate, such measures as sediment excavation, containment, or treatment of the hazardous materials, monitoring and follow-up testing, and procedures for safe handling and transportation of any materials removed from the nearshore. This plan shall be submitted to the relevant permitting agencies for their review and approval, before work begins below the MHW line. The plan shall: • Establish appropriate site-specific cleanup targets for nearshore sediment that are protective of tidal marsh habitat. The cleanup targets must be approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency. At a minimum, these targets shall be equal to, or more protective, than the EHSLs established in the draft site mitigation plan (RPD, 2017a). • Delineate the extent of nearshore sediment contamination at levels exceeding the plan's cleanup levels. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The plan should include figures and drawings showing areas and depths of sediment excavation or treatment, waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, consistent with the requirements set forth in Article 22A of the San Francisco Health Code, including: – Removal of sediments and materials shall be performed by a licensed engineering contractor with a Class A license and hazardous-substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic sheeting pending relocation, segregation, or off-haul.	Project sponsors and construction contractors.	A nearshore sediment and materials plan shall be prepared prior to obtaining any permit from the City for development activities involving work Bayward of the MHW line.	San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency shall review and approve the nearshore sediment and materials management plan. A licensed industrial hygienist shall review and approve a HASP. BAAQMD shall review and approve an asbestos dust mitigation plan for India Basin Shoreline Park.	Considered complete once the HASP, asbestos dust mitigation plan, and nearshore sediment and materials management plan is reviewed and approved by the San Francisco Bay RWQCB, USACE, BCDC, and/or another permitting agency, and after the final project report documenting implementation of the nearshore sediment and materials management plan and its provisions is reviewed by these agencies.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
– If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-removal confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated sediments, followed by a cap of clean sediments or hard surface materials; operation and maintenance protocols for any disturbance of contaminated sediments; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Require preparation of a dust control plan that shall specify measures to reduce fugitive dust emissions during construction. For the India Basin Shoreline Park property only, require preparation of an asbestos dust mitigation plan to be submitted to and approved by BAAQMD, in accordance with 17 CCR Section 93105 and 8 CCR Section 1529.				
• Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP.				
• Require preparation of a deep foundation plan that will specify construction and sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying sediments or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment.				
• Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures,. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan.				
• Include a commitment to prepare and certify a final project report documenting implementation of the nearshore sediment and materials management plan and its provisions after completion of site earthwork has been completed and any required mitigating measures have been installed.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
Mitigation Measure M-HZ-2c: Prepare and Implement a Remedial Action Plan for the 900 Innes Property Before obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan approved by the San Francisco Bay RWQCB. The RAP must specify the actions that will be implemented to remediate the significant environmental or health and safety risks caused or likely to be caused by the presence of the identified release of hazardous materials in light of project activities. All recommendations of the RAP that affect project design shall be implemented and incorporated into the detailed design of the proposed project or variant. As appropriate and consistent with requirements in San Francisco Health Code Articles 22A and 22B and San Francisco Bay RWQCB standards, the plan and its implementation shall at a minimum: • Establish appropriate site-specific cleanup targets that are protective of human health and the environment, based on the proposed future land use(s). At a minimum, the cleanup targets shall be equal to or more protective than the remedial action goals established in the conceptual RAP (RPD, 2017f). In the conceptual RAP, remedial action goals for upland areas are based on HHSL for recreation use; remedial action goals for offshore sediments are based on a review of COPCs identified at the property, comparative ecological screening values, and published action goals that have been adopted at other nearby tidal restoration projects. • Delineate the extent of soil, sediment, and/or groundwater contamination at levels exceeding the plan's cleanup targets. Identify and implement measures such as excavation, containment, or treatment of the hazardous materials to achieve the plan's cleanup levels. The RAP should include figures and drawings showing areas and depths of soil and sediment excavation or treatment, soil waste classifications, and any mitigating measures. • Implement procedures for safe handling and transportation of the excavated materials, including: – Removal of soil, sediment, and other materials shall be performed by a licensed engineering contractor with a Class A license and hazardous substance removal certification. A California-licensed engineer shall provide field oversight on behalf of the project sponsors to document the origin and destination of all removed materials. If necessary, removed materials shall be temporarily stockpiled and covered with plastic	Project sponsor of the 900 Innes property and construction contractor.	Prior to obtaining a grading, excavation, site, building, or other permit for development activities at the 900 Innes property, the project sponsors shall prepare and implement a remedial action plan.	San Francisco Bay RWQCB shall review and approve the remedial action plan.	Considered complete once the final project report documenting implementation of the remedial action plan and its provisions after site earthwork has been completed and any required mitigating measures have been installed.

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
sheeting pending relocation, segregation, or off-haul. – If excess materials are off-hauled, waste profiling of the material shall be completed and documented. Materials classified as nonhazardous waste shall be transported under a bill of lading. Materials classified as non-RCRA hazardous waste shall be transported under a hazardous waste manifest. All materials shall be disposed of at an appropriately licensed landfill or facility. – Trucking operations shall comply with Caltrans and any other applicable regulations, and all trucks shall be licensed and permitted to carry the appropriate waste classification. To minimize the tracking of dirt by trucks leaving the project site, truck wheels shall be cleaned upon exit and the loading zone and exit area shall be cleaned as needed. – If materials require dewatering before off-hauling, a dewatering plan shall be prepared, specifying methods of water collection, transport, treatment, and discharge of all water produced by dewatering. • Describe post-excavation confirmation sampling. If residual contamination remains at the site above the site-specific cleanup targets, include appropriate controls, including institutional controls where and if necessary, to assure that activities by future users do not expose them to unacceptable health and safety risks. Such controls may include but are not limited to visual barriers over contaminated soil/sediment, followed by a cap of clean soil/sediment or hard surface materials; operation and maintenance protocols for any disturbance of contaminated soils/sediment; and recording of deed restrictions, such as activity and use limitations, with the San Francisco Recorder's Office to assure that the remedy is maintained. • Require preparation and implementation of a site-specific health and safety plan to minimize impacts on public health, worker health, and the environment. The HASP shall be prepared in accordance with State and federal OSHA regulations (29 CFR 1910.120) and approved by a certified industrial hygienist. Development of the plan shall be required as a condition of any applicable permit. Copies of the HASP shall be made available to construction workers for review during their orientation and/or regular health and safety meetings, and to the project sponsors. The HASP shall identify chemicals of concern, potential hazards, personal protective equipment and devices, decontamination procedures, the need for personal or area monitoring, and emergency response procedures. The HASP shall be amended, as necessary, if new information becomes available that could affect implementation of the plan.				

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Mitigation Measures Adopted as Conditions of Approval	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/Responsibility (Public Agency)	Monitoring Schedule
• Require preparation and implementation of required construction-related documents, including odor, dust, and noise control measures and a SWPPP. • Require preparation of a deep foundation plan that will specify construction and soil/sediment handling methods to prevent potentially contaminated fill materials from being pushed into underlying soil/sediment or groundwater, or otherwise cause contaminants to be mobilized, transported, or discharged to the environment. • Require preparation and implementation of a contingency plan to address unanticipated conditions or contaminants encountered during construction and development activities. The conditions of the contingency plan shall be incorporated into the first permit and any applicable permit thereafter. This plan shall establish and describe procedures for responding in the event that unanticipated subsurface hazards or hazardous material releases are discovered during construction, including appropriately notifying nearby property owners, schools, and residents and following appropriate site control procedures. Control procedures would include but not be limited to further investigation and, if necessary, remediation of such hazards or releases, including off-site removal and disposal, containment, or treatment. If unanticipated subsurface hazards or hazardous material releases are discovered during construction, the requirements of this contingency plan addressing unknown contaminants shall be followed. The contingency plan shall be amended as necessary if new information becomes available that could affect implementation of the plan. • Include a commitment to prepare and certify a final project report documenting implementation of the RAP and its provisions after site earthwork has been completed and any required mitigating measures have been installed.				

Table 2: Improvement Monitoring and Reporting Program

NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Aesthetics Improvement Measure				
Improvement Measure I-AE-1: Prepare and Implement Construction Staging, Access, and Parking Plan to Reduce Impacts on Visual Character/Quality During Construction. As an improvement measure to further reduce impacts of project construction activities on the visual character/quality of the site, construction documents should require all construction contractors to provide for the cleanliness of construction equipment stored or driven outside of the limits of the construction work area. Construction equipment, including equipment used for staging, should be parked on the project site. Staging areas should be screened from view at street level with solid wood fencing or a green fence for areas under construction for extended periods of time. Before the issuance of building permits, the project sponsors (through the construction contractor[s]) should submit a construction staging, access, and parking plan to the San Francisco Department of Building Inspection for review and approval. Construction worker vehicles should not be parked at on-street parking spaces.	Project sponsor and contractor	Before the issuance of building permits and during construction.	Department of Building Inspection to monitor contractor compliance.	Considered complete after construction activities have ended.
Transportation and Circulation Improvement Measures				
Improvement Measure I-TR-2V: Reconfigure Southbound Approach at Jennings Street/Evans Avenue/Middle Point Road under the Variant To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the southbound Jennings Street approach of the Jennings Street/Evans Avenue/Middle Point Road intersection to include a 100-foot left-turn pocket. Adding this turn pocket to the intersection would require that SFMTA restrict parking along the west side of Jennings Street, resulting in the removal of approximately five parking spaces. The project sponsors should fund their fair-share cost of the design and implementation of this improvement. Responsibility for funding the implementation of the improvement measure under the variant would be based on the relative contribution of each of the four project site properties to the increase in traffic volumes at the intersection. At this	SFMTA, in coordination with FivePoint (developer of the Shipyard project)	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-TR-2V	SFMTA	Project sponsor's obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

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location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property. FivePoint (developer of the Shipyard project) has committed to signalizing the intersection as part of the Shipyard project, and the improvements described above should be coordinated with this effort. Should the changes required at this location as part of the Shipyard project be completed before a decision to implement the proposed left-turn pocket, the project sponsors would be responsible for funding and implementing the improvement measure.				
Improvement Measure I-TR-6: Implement Queue Abatement Strategies It should be the responsibility of the owner/operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces (excluding loading and carshare spaces) to ensure that recurring vehicle queues do not occur regularly on the public right-of-way. A vehicle queue is defined as one or more vehicles (destined to the parking facility) blocking any portion of any public street, alley, or sidewalk for a consecutive period of three minutes or longer on a daily or weekly basis. If a recurring queue occurs, the owner/operator of the parking facility should employ abatement methods as needed to abate the queue. Appropriate abatement methods will vary depending on the characteristics and causes of the recurring queue, as well as the characteristics of the parking facility, the street(s) to which the facility connects, and the associated land uses (if applicable). Suggested abatement methods include, but are not limited to, the following: redesign of facility to improve vehicle circulation and/or on-site queue capacity; employment of parking attendants; installation of "LOT FULL" signs with active management by parking attendants; use of valet parking or other space-efficient parking techniques; use of off-site parking facilities or shared parking with nearby uses; use of parking occupancy sensors and signage directing drivers to available spaces; travel demand management strategies such as additional	Property owner/garage operator of any off-street parking facility located on the 700 Innes property with more than 20 parking spaces, and Planning Department.	On-going through the life of the project.	The owner/operator of the parking garage and the Planning Department.	On-going through the life of the project.

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bicycle parking, customer shuttles, or delivery services; and/or parking demand management strategies such as parking time limits, paid parking, time-of-day parking surcharge, or validated parking. If the Planning Director, or his or her designee, reasonably believes that a recurring queue is present, the Planning Department should notify the property owner in writing. The Property Owner would have no less than 45 days to take reasonable measures to abate the queues. If, after 45 days, the Planning Director, or his or her designee, reasonably believes, upon further examination, that the abatement measures have not been effective, then the Planning Director may suggest additional measures or may request that the owner/operator hire a qualified transportation consultant to evaluate the conditions at the site for no less than 7 days. The consultant would prepare a monitoring report to be submitted to the Planning Department for review. If the Planning Department determines that a recurring queue does exist, the facility owner/operator would have 90 days from the date of the written determination to implement measures to abate the queue.				
Improvement Measure I-TR-7: Implement an Active Loading Management Plan If the project sponsor for the 700 Innes property proposes to provide fewer loading spaces than required under the Special Use District (SUD) for the proposed project or variant, the project sponsor should, at their discretion, develop an Active Loading Management Plan for review and approval by the Planning Department to address operational loading activities. The Active Loading Management Plan would facilitate efficient use of loading spaces and may incorporate the following ongoing actions to address potential ongoing loading issues: • Direct residential and commercial tenants to schedule all move-in and move-out activities and deliveries of large items (e.g., furniture) with the management for their respective building(s). • Direct commercial and retail tenants to schedule deliveries, to the extent feasible. • Reduce illegal stopping of delivery vehicles by directing	Project sponsor for 700 Innes, building operator, Planning Department, and SFMTA.	If implemented, the final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage.	The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward.	If implemented, monitoring of the Final Active Loading Management Plan would be required until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals.

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building lobby attendants and retail tenants to notify any illegally stopped delivery personnel (i.e., in the red zones) that delivery vehicles should be parked in the on-street commercial loading spaces. • Design the loading areas to include sufficient storage space for deliveries to be consolidated for coordinated deliveries internal to project facilities (i.e., retail and residential). • Design the loading areas to allow for unassisted delivery systems (i.e., a range of delivery systems that eliminate the need for human intervention at the receiving end), particularly for use when the receiver site (e.g., retail space) is not in operation. Examples include the receiver site providing a key or electronic fob to loading vehicle operators, which enables the loading vehicle operator to deposit the goods inside the business, or in a secured area that is separated from the business but accessible from a public ROW. A final Active Loading Management Plan and all subsequent revisions, if implemented, would be reviewed and approved by the Planning Department. The Final Active Loading Management Plan would be approved prior to receipt of the first Certificate of Occupancy for the first parking/loading garage. The Final Active Loading Management Plan (if implemented) would be evaluated by a qualified transportation professional, retained by the project sponsors and approved by the Planning Department, after the combined occupancy of the commercial and residential uses reaches 50 percent and once a year going forward until the Planning Department determines that the evaluation is no longer necessary or may be done at less frequent intervals. The content of the evaluation report would be determined by Planning Department staff, in consultation with SFMTA, and generally may include an assessment of on-site and on-street loading conditions, including actual loading demand, observations of loading operations, and an assessment of how the project meets this improvement measure. The evaluation report would be reviewed by Planning Department staff, who would make the final determination whether there are conflicts associated with loading activities. In the event of such conflicts, the project sponsors may propose modifications to the above Final Active Loading Management				

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Plan requirements to reduce conflicts and improve performance under the Plan (such as hour and day restrictions or restrictions on the number of loading vehicle operations permitted during certain hours). The project sponsors would submit any proposed modifications to the Plan for review and approval by the Planning Department.				
Improvement Measure I-TR-10: Implement Construction Management Strategies As an improvement measure to further reduce impacts of project construction activities, the project sponsors should implement the following measures: • **Prepare a Traffic Control Plan for Construction.** To reduce potential conflicts between construction activities and pedestrians, transit, and automobiles during construction activities, the project sponsors should require that the construction contractor(s) prepare a traffic control plan for major phases of construction (e.g., demolition, construction, or renovation of individual buildings). The project sponsors and their construction contractor(s) should meet with relevant City agencies to coordinate feasible measures to reduce traffic congestion during major construction phases, including temporary relocation of transit stops and other measures to reduce potential traffic and transit disruption and to ensure bicycle and pedestrian safety in the immediate vicinity of the project site. For any work within the public right-of-way, the contractor would be required to comply with SFMTA's Regulations for Working in San Francisco Streets, which establish rules and permit requirements to assure that construction activities are completed safely and with the least possible interference with pedestrians, bicyclists, transit, and vehicular traffic. [The construction time frames of the major phases may overlap with those of other development projects adjacent to the project site. Should overlapping occur, the project sponsors should coordinate with City agencies through the Transportation Advisory Staff Committee and the adjacent developer(s) to minimize the severity of any disruption to adjacent land uses and transportation facilities by overlapping construction-related transportation impacts. The project	Project sponsors and construction contractor.	The traffic control plan(s) would be prepared prior to each major phase of construction. Provisions to require contractors to adopt measures to reduce single-occupant vehicle mode share among construction workers would be included as part of construction contracts. Updates on project construction for nearby residents and adjacent businesses would be conducted on a regular basis via a newsletter and/or website.	SFMTA	Project sponsor's obligations deemed complete once construction activities are finished.

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sponsors, in conjunction with the adjacent developer(s), could propose a construction traffic control plan that includes measures to reduce potential construction traffic conflicts to the extent feasible and commercially reasonable in light of noise regulations, labor and contract requirements, available daylight hours, and critical-path construction schedules. The plan could include measures such as coordinating material drop-offs and offering collective worker parking and transit to the job site. • **Reduce Single-Occupant-Vehicle Mode Share for Construction Workers.** To minimize parking demand and vehicle-trips by construction workers, the project sponsors should require that the construction contractor include methods in the construction traffic control plan to encourage workers to walk, bicycle, carpool, or use transit to access the project site. • **Provide Project Construction Updates to Adjacent Residents and Businesses.** To minimize construction impacts on access for nearby residences, institutions, and businesses, the project sponsors should provide regular updates on project construction to nearby residents and adjacent businesses via a newsletter and/or website. The updates could describe construction activities, peak construction vehicle activities (e.g., concrete pours), and travel lane closures.				
Improvement Measure I-C-TR-1: Reconfigure Eastbound Approach at Jennings Street/Evans Avenue/Middle Point Road To improve vehicular mobility at the Jennings Street/Evans Avenue/Middle Point Road intersection under either the proposed project or the variant, the project sponsors should fund, and SFMTA should implement, improvements to reconfigure the eastbound Evans Avenue approach of the Jennings Street/Evans Avenue/Middle Point Road intersection from one 100-foot left-turn pocket, one shared through/left lane, and one shared through/right lane to one 100-foot left turn pocket, one through lane, and one shared through/right lane. No additional right-of-way would be required to implement this improvement. The project sponsors should fund their fair-share cost of the design and implementation of this improvement.	SFMTA.	Fair share payment to SFMTA: Later of (i) issuance of the certificate of occupancy for the first building on the 700 Innes property, or (ii) start of construction of transit improvements described in I-C-TR-1.	SFMTA	Project sponsors' obligations deemed complete once fair share payment is made. SFMTA's obligations deemed complete once construction activities are finished.

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NOTE: Each improvement measure in this document applies to the proposed project and variant, unless noted otherwise.

Improvement Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring/Reporting/ Responsibility (Public Agency)	Monitoring Schedule
Responsibility for funding the implementation of this improvement measure would be based on the relative contribution of each of the four properties to the increase in traffic volumes at the intersection. At this location, 1 percent of the added vehicle-trips would be generated by the India Basin Shoreline Park property, 0 percent would be generated by the 900 Innes property, 1 percent would be generated by the India Basin Open Space property, and 98 percent would be generated by the 700 Innes property. This improvement is feasible pending endorsement and subsequent funding commitment from SFMTA.				

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO

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

AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND [INDIA BASIN _____]

FOR PROPERTY AT INNES BETWEEN EARL AND GRIFFITH STREETS

Block ____: Lots _____

TABLE OF CONTENTS

Page

ARTICLE 1 DEFINITIONS 3

ARTICLE 2 EFFECTIVE DATE; TERM 13

Section 2.1 Effective Date 13
Section 2.2 Term 13

ARTICLE 3 GENERAL RIGHTS AND OBLIGATIONS 14

Section 3.1 Development of the Project 14
Section 3.2 Development Process 14
Section 3.3 Approval of Subdivision Maps 15
Section 3.4 Design Review 16
Section 3.5 Design Review of Parks and Open Space within India Basin Open Space and Big Green 16
Section 3.6 Construction of Public Improvements and Privately-Owned Community Improvements 16
Section 3.7 Contracting for Public Improvements 18
Section 3.8 Maintenance and Operation of Maintained Facilities by Developer and Successors 18
Section 3.9 Maintenance and Operation of Privately-Owned Community Improvements 18
Section 3.10 Maintenance of Stormwater Management Improvements 19
Section 3.11 Non-City Regulatory Approvals for Stormwater Management Improvements and Public Improvements 19
Section 3.12 Continuing City Obligations 20
Section 3.13 Public Financing 20
Section 3.14 Public Power 20
Section 3.15 Workforce. 21

ARTICLE 4 PUBLIC BENEFITS; DEVELOPER OBLIGATIONS AND CONDITIONS TO DEVELOPER'S PERFORMANCE 21

Section 4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations 21
Section 4.2 Conditions to Performance of Associated Community Benefits 22
Section 4.3 No Additional CEQA Review Required; Reliance on FEIR for Future Discretionary Approvals 22
Section 4.4 Nondiscrimination 23
Section 4.5 City Cost Recovery 24
Section 4.6 Prevailing Wages and Working Conditions 25
Section 4.7 Indemnification of City 25

ARTICLE 5 VESTING AND CITY OBLIGATIONS 26

Section 5.1 Vested Rights 26

Section 5.2 Existing Standards 26
Section 5.3 Criteria for Later Approvals 27
Section 5.4 Strict Building Code Compliance 27
Section 5.5 Denial of a Later Approval 27
Section 5.6 New City Laws 28
Section 5.7 Fees and Exactions 29
Section 5.8 Changes in Federal or State Laws 30
Section 5.9 No Action to Impede Approvals 31
Section 5.10 Estoppel Certificates 32
Section 5.11 Existing, Continuing Uses and Interim Uses 32
Section 5.12 Costa-Hawkins Rental Housing Act 32
Section 5.13 Taxes 33

ARTICLE 6 NO DEVELOPMENT OBLIGATION 33

Section 6.1 No Development Obligation 33
Section 6.2 Real Estate Transfers 34
Section 6.3 Potential Payments for Real Property; Indemnification 35
Section 6.4 Street Vacations 35
Section 6.5 Public Trust 35

ARTICLE 7 MUTUAL OBLIGATIONS 36

Section 7.1 Notice of Completion, Revocation or Termination 36
Section 7.2 General Cooperation; Agreement to Cooperate 36
Section 7.3 Third Party Challenges 37
Section 7.4 Good Faith and Fair Dealing 38
Section 7.5 Permits to Enter City Property 38
Section 7.6 Other Necessary Acts 38

ARTICLE 8 PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE 38

Section 8.1 Annual Review 38
Section 8.2 Review Procedure 39

ARTICLE 9 ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES 40

Section 9.1 Enforcement 40
Section 9.2 Meet and Confer Process; Non-Binding Arbitration 40
Section 9.3 Default 40
Section 9.4 Remedies 41
Section 9.5 Time Limits; Waiver; Remedies Cumulative 42
Section 9.6 Attorneys' Fees 43

ARTICLE 10 FINANCING; RIGHTS OF MORTGAGEES 43

Section 10.1 Developer's Right to Mortgage 43
Section 10.2 Mortgagee Not Obligated to Construct 43
Section 10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee 43
Section 10.4 Mortgagee's Option to Cure Defaults 44
Section 10.5 Mortgagee's Obligations with Respect to the Property 44
Section 10.6 No Impairment of Mortgage 45

Section 10.7 Cured Defaults 45
ARTICLE 11 AMENDMENT; TERMINATION; EXTENSION OF TERM 45
Section 11.1 Amendment or Termination 45
Section 11.2 Early Termination Rights 45
Section 11.3 Termination and Vesting 45
Section 11.4 Amendment Exemptions 46
Section 11.5 Extension Due to Legal Action or Referendum; Excusable Delay; Administrative Delay 46
ARTICLE 12 TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE. 47
Section 12.1 Permitted Transfer of this Agreement 47
Section 12.2 Notice of Transfer 47
Section 12.3 Release of Liability 48
Section 12.4 Responsibility for Performance 48
Section 12.5 Constructive Notice 48
Section 12.6 Rights of Developer 49
ARTICLE 13 DEVELOPER REPRESENTATIONS AND WARRANTIES 49
Section 13.1 Interest of Developer; Due Organization and Standing 49
Section 13.2 No Inability to Perform; Valid Execution 49
Section 13.3 Conflict of Interest 49
Section 13.4 Notification of Limitations on Contributions 49
Section 13.5 Other Documents 50
Section 13.6 No Bankruptcy 50
ARTICLE 14 MISCELLANEOUS PROVISIONS 50
Section 14.1 Entire Agreement 50
Section 14.2 Incorporation of Exhibits 50
Section 14.3 Binding Covenants; Run With the Land 50
Section 14.4 Applicable Law and Venue 51
Section 14.5 Construction of Agreement 51
Section 14.6 Project Is a Private Undertaking; No Joint Venture or Partnership 51
Section 14.7 Recordation 51
Section 14.8 Obligations Not Dischargeable in Bankruptcy 51
Section 14.9 Survival 51
Section 14.10 Signature in Counterparts 52
Section 14.11 Notices 52
Section 14.12 Limitations on Actions 52
Section 14.13 Severability 52
Section 14.14 MacBride Principles 53
Section 14.15 Tropical Hardwood and Virgin Redwood 53
Section 14.16 Sunshine 53
Section 14.17 Non-Liability of City Officials and Others 53
Section 14.18 Non-Liability of Developer Officers and Others 53
Section 14.19 No Third Party Beneficiaries 53

EXHIBITS

A	Developer Property Legal Description
B-1	India Basin Open Space Legal Description
B-2	The Big Green Legal Description
C	Public ROWs Legal Description
D	List of Approvals
E	Design Standards and Guidelines
F	Housing Plan
G	Infrastructure Plan
H	Land Use Plan
I	MMRP
J	Parks and Open Space Plan
K	Phasing Plan and Phasing Diagram
L	Privately-Owned Community Improvements
M	Port/RPD Open Space Covenant
N	Design Review of RPD Park Parcels
O	Transportation Plan/TDM
P	Workforce Agreement
Q	Map of Public Improvements
R	Financing Plan
S	List of Applicable Impact Fees and Exactions
T	Map Showing Streets to be Vacated and Transferred to Developer
U	Map Showing Land Transfers
V	Form of Quitclaim Deed
W	Form of Grant Deed

X Public Trust Exchange Agreement

Y Form of Notice of Completion and Termination

Z Form of Permits to Enter City Property

AA Form of Assignment and Assumption Agreement

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND _____ LLC

THIS DEVELOPMENT AGREEMENT dated for reference purposes only as of this ____ day of _____, 2018, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), acting by and through its Planning Department, and _____ LLC, a _____ limited liability company ("**Developer**"), pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the Administrative Code. The City and Developer are also sometimes referred to individually as a "**Party**" and together as the "**Parties**". Capitalized terms not defined when introduced shall have the meanings given in Article 1.

RECITALS

This Agreement is made with reference to the following facts:

A. Developer owns the approximately 14.71 acre site along Innes Street, between Earl and Griffith Streets, composed of mostly undeveloped and open land. Additionally, Developer holds recorded options to purchase an additional approximately 2.46 acres of land, that include six buildings and structures covering approximately 20,250 square feet of the site, all located on the real property more particularly described on Exhibit A (the "**Developer Property**").

B. The City owns the approximately 6.2 acre open space along the shoreline, adjacent to the Developer Property, all on real property more particularly described on Exhibit B-1 (the "**India Basin Open Space**"). A portion of the India Basin Open Space is under the jurisdiction of the Recreation and Park Department ("**RPD**"), and a portion is under the jurisdiction of the Port of San Francisco ("**Port**"). In connection with this Agreement, the India Basin Open Space, together with the property described in Exhibit B-2 (the "**Big Green**"), will be placed under Port jurisdiction for public trust purposes but operated, maintained and managed by RPD.

C. The City also owns 5.94 acres of developed and undeveloped public right-of-ways, consisting of partially paved east-west Earl and Griffith Streets, the paved cul-de-sac Arelious Walker, and the unpaved and fenced off Hudson Street, all on real property more particularly described on Exhibit C (the "**Public ROWs**"; and together with the Developer Property and the India Basin Open Space, collectively, the "**Project Site**").

D. The Developer proposes a mixed use development on the Project Site that will include a new publicly accessible network of improved parkland and open space and a mixed-use urban village, including up to 1,575 dwelling units, and 676,052 sq. ft. (15.5 acres) of publicly accessible open space, as more particularly set forth in the Approvals (the "**Project**").

E. The Project is anticipated to generate an annual average of approximately _____ construction jobs during construction and, upon completion, approximately ____ net new

permanent on-site jobs, and an approximately $_____ annual increase in general fund revenues to the City.

F. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 *et seq.* (the "**Development Agreement Statute**"), which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property. Pursuant to Government Code Section 65865, the City adopted Chapter 56 of the Administrative Code ("**Chapter 56**") establishing procedures and requirements for entering into a development agreement pursuant to the Development Agreement Statute. The Parties are entering into this Agreement in accordance with the Development Agreement Statute and Chapter 56.

G. In addition to significant housing, jobs and economic benefits to the City from the Project, the City has determined that as a result of the development of the Project in accordance with this Agreement additional clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. Major additional public benefits to the City from the Project include: (1) an increase in affordable housing that exceeds amounts otherwise required and will equal twenty five percent (25%) of the total number of housing units for the Project; (2) workforce obligations, including significant training, employment and economic development opportunities as part of the development and operation of the Project; (3) construction and maintenance of the publicly accessible open space, totaling approximately twelve (12) acres; (4) delivery of child care space to serve not less than 50 children, as set forth in the Phasing Plan; and (5) sea level rise improvements as part of the development, and future funding for additional future sea level rise improvements, each as further described in this Agreement.

H. Through this Agreement, the City intends to create a series of contiguous, integrated waterfront parks, including both the India Basin Open Space and the Big Green, for the benefit of this southeast community and the residents of San Francisco and California at large. In addition, the City, through RPD as co-project sponsor under the India Basin EIR, intends to develop and improve the neighboring 900 Innes and India Basin Shoreline Park, each as described in the India Basin EIR (the India Basin Open Space, the Big Green, 900 Innes and India Basin Shoreline Park collectively referred to as the "**India Basin Park System**"). The City intends to add additional land to the India Basin Park System in the future by connecting it to an adjacent shoreline park, currently referred to as the Northside Park, that will be completed as part of the Candlestick/Hunters Point Shipyard development project. Upon the City's acquisition of the Northside Park, the City will include that property as part of the India Basin Park System managed and operated by RPD. In the future, this park system may also include shoreline areas of the PG&E Hunter's Point power plant.

I. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in a way as to fully comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*; "**CEQA**"), the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq.*); "**CEQA Guidelines**"), the Development Agreement Statute, Chapter 56, the Planning Code, the Enacting Ordinance and all

other applicable Laws in effect as of the Effective Date. This Agreement does not limit the City's obligation to comply with applicable environmental Laws, including CEQA, before taking any discretionary action regarding the Project, or the Developer's obligation to comply with all applicable Laws in connection with the development of the Project.

J. The Final Environmental Report ("**FEIR**") prepared for the Project and certified by the Planning Commission on [_____], 2018, together with the CEQA findings (the "**CEQA Findings**") and the Mitigation Measures adopted concurrently therewith and set forth in the MMRP, comply with CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code. The FEIR thoroughly analyzes the Project and Project alternatives, and the Mitigation Measures were designed to mitigate significant impacts to the extent they are susceptible to feasible mitigation. The information in the FEIR and the CEQA Findings were considered by the City in connection with approval of this Agreement.

K. On _____, 2018, the Planning Commission held a public hearing on this Agreement and the Project, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission adopted the CEQA findings and determined among other things that the FEIR thoroughly analyzes the Project, and the Mitigation Measures are designed to mitigate significant impacts to the extent they are susceptible to a feasible mitigation, and further determined that the Project and this Agreement will, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, and the policies set forth in Section 101.1 of the Planning Code (together the "**General Plan Consistency Findings**"). The information in the FEIR and the CEQA Findings has been considered by the City in connection with this Agreement.

L. On _____, 2018, the Board of Supervisors, having received the Planning Commission's recommendations, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board made the CEQA Findings required by CEQA, approved this Agreement, incorporating by reference the General Plan Consistency Findings.

M. On _____, 2018, the Board adopted Ordinance Nos. [_____], amending the Planning Code, Zoning Map, and General Plan, and adopted Ordinance No. [_____], approving this Agreement (File No. [_____]) and authorizing the Planning Director to execute this Agreement on behalf of the City (the "**Enacting Ordinance**"). The Enacting Ordinance took effect on _____, 2018.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1
DEFINITIONS

In addition to the definitions set forth in the above preamble paragraph, Recitals and elsewhere in this Agreement, the following definitions shall apply to this Agreement:

"**15 Year Period**" has the meaning set forth in Section 5.7.2.

"**Administrative Code**" means the San Francisco Administrative Code.

"**Additional Community Facilities**" has the meaning set forth in the Financing Plan.

"**Affiliate**" means any Person directly or indirectly Controlling, Controlled by or under Common Control with the other Person in question.

"**Agreement**" means this Development Agreement, the Exhibits which have been expressly incorporated herein and any amendments thereto.

"**AMI**" means the unadjusted median income levels derived from the U.S. Department of Housing and Urban Development on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.

"**Annual Review Date**" has the meaning set forth in Section 8.1.

"**Applicable Laws**" has the meaning set forth in Section 5.2 (where not capitalized, "applicable Law" has its plain meaning and refers to Laws as otherwise defined herein).

"**Approvals**" means the City approvals and entitlements listed on Exhibit D, including Later Approvals to the extent included pursuant to Section 5.1.

"**Assignment and Assumption Agreement**" has the meaning set forth in Section 12.2.

"**Associated Community Benefits**" is defined in Section 4.1.

"**Big Green**" means the real property described in Exhibit B-2.

"**BMR Units**" has the meaning set forth in the Housing Plan.

"**Board of Supervisors**" or "**Board**" means the Board of Supervisors of the City and County of San Francisco.

"**Building**" or "**Buildings**" means each new building that is constructed on the Project Site as part of this Agreement.

"**CC&Rs**" has the meaning set forth in Section 3.9.

"**CEQA**" has the meaning set forth in Recital I.

"**CEQA Findings**" has the meaning set forth in Recital J.

"**CEQA Guidelines**" has the meaning set forth in Recital I.

"**CFD**" has the meaning set forth in the Financing Plan.

"**CFD Law**" has the meaning set forth in the Financing Plan.

"**Chapter 56**" has the meaning set forth in Recital F.

"**City**" means the City as defined in the opening paragraph of this Agreement. Unless the context or text specifically provides otherwise, references to the City means the City acting by and through the Planning Director or, as necessary, the Planning Commission or the Board of Supervisors.

"**City Agency**" or "**City Agencies**" means the City departments, agencies, boards, commissions, and bureaus that execute or consent to this Agreement, or are controlled by persons or commissions that have executed or consented to this Agreement, that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project, or any improvement located on or off the Project Site, including, without limitation, the City Administrator, Planning Department, MOHCD, RPD, Port, OEWD, SFMTA, Public Works, DBI, together with any successor City agency, department, board, or commission. Nothing in this Agreement shall affect the jurisdiction under the City's Charter of a City department that has not approved or consented to this Agreement in connection with the issuance of a Later Approval. The City actions and proceedings subject to this Agreement shall be through the Planning Department, as well as affected City Agencies (and when required by applicable Law, the Board of Supervisors).

"**City Attorney's Office**" means the Office of the City Attorney of the City and County of San Francisco.

"**City Costs**" means the actual and reasonable costs incurred by a City Agency in preparing, adopting or amending this Agreement, in performing its obligations or defending its actions under this Agreement or otherwise contemplated by this Agreement, as determined on a time and materials basis, including reasonable attorneys' fees and costs but excluding work, hearings, costs or other activities contemplated or covered by Processing Fees; provided, however, City Costs shall not include any costs incurred by a City Agency in connection with a City Default or which are payable by the City under Section 9.6 when Developer is the prevailing party.

"**City Parties**" has the meaning set forth in Section 4.7.

"**City Report**" has the meaning set forth in Section 8.2.2.

"**City-Wide**" means all real property within the territorial limits of the City and County of San Francisco, not including any property owned or controlled by the United States or by the State of California and therefore not subject to City regulation.

"**CMA**" is defined in Section 12.1.

"**Commence Construction**" means (i) for vertical Buildings, the start of physical construction of the applicable Building foundation, and (ii) for Infrastructure and Parks and Open Spaces, the start of physical construction of the Infrastructure or the Parks and Open Spaces, as applicable, in accordance with the Public Improvement Agreement.

"**Community Benefits**" has the meaning set forth in Section 4.1.

"**Complete**" and any variation thereof shall mean, as applicable, that (i) a specified scope of work has been substantially completed in accordance with approved plans and specifications, (ii) the City Agencies or Non-City Responsible Agencies with jurisdiction over any required permits have issued all final approvals required for the contemplated use, and (iii) with regard to any Public Improvement, the City Engineer determines the Public Improvement has been completed to his or her satisfaction and is ready for its intended use, and the City Engineer issues a Determination of Completion, in accordance with the Subdivision Code and any applicable Public Improvement Agreement.

"**Continuing Obligation**" has the meaning set forth in Section 3.12.

"**Control**" means, with respect to any Person, any of the following: (i) the possession, directly or indirectly, of the power to direct or cause the direction of the day to day management, policies or activities of such Person whether through ownership of voting securities, by contract or otherwise (excluding customary limited partner or non-managing member approval rights); (ii) the ownership (direct or indirect) of more than fifty percent (50%) of the profits or capital of another Person; (iii) a successor, or an acquirer of all or substantially all of the assets of such Person; or (iv) the ownership (direct or indirect) of more than fifty percent (50%)of the ownership interest of such Person (whether shares, partnership interests, membership interest or other equity, and whether one or more classes thereof). "Controlled" , "Controlling" and "Common Control" have correlative meanings.

"**Default**" has the meaning set forth in Section 9.3.

"**Design Guidelines**" means the Design Standards and Guidelines attached as Exhibit E, as may be amended from time to time.

"**Design Review Application**" has the meaning set forth in Section 3.4.

"**Developer**" has the meaning set forth in the opening paragraph of this Agreement, and shall also include (i) any Transferee as to the applicable Transferred Property, and (ii) any Mortgagee or assignee thereof that acquires title to any Foreclosed Property but only as to such Foreclosed Property.

"**Development Agreement Statute**" has the meaning set forth in Recital F, as in effect as of the Effective Date.

"**Development Parcel**" means a parcel within the Project Site on which a building will be constructed, as set forth in a Subdivision Map.

"**Development Phase**" has the meaning set forth in Section 3.2.1.

"**Effective Date**" has the meaning set forth in Section 2.1.

"**Enacting Ordinance**" has the meaning set forth in Recital M.

"**Excusable Delay**" has the meaning set forth in Section 11.5.2.

"**Existing Standards**" has the meaning set forth in Section 5.2.

"**Existing Uses**" means all existing lawful uses of the existing buildings and improvements (and including, without limitation, pre-existing, non-conforming uses under the Planning Code) on the Project Site as of the Effective Date, as the same may be modified by the Approvals and any Later Approvals.

"**Facilities Special Taxes**" has the meaning set forth in the Financing Plan.

"**Federal or State Law Exception**" has the meaning set forth in Section 5.8.1.

"**FEIR**" has the meaning set forth in Recital J.

"**Finally Granted**" means (i) any and all applicable appeal periods for the filing of any administrative or judicial appeal challenging the issuance or effectiveness of any of the Approvals, this Agreement or the FEIR shall have expired and no such appeal shall have been filed, or if such an administrative or judicial appeal is filed, the Approvals, this Agreement or the FEIR, as applicable, shall have been upheld by a final decision in each such appeal without adverse effect on the applicable Approval, this Agreement or the FEIR and the entry of a final judgment, order or ruling upholding the applicable Approval, this Agreement or the FEIR and (ii) if a referendum petition relating to this Agreement is timely and duly circulated and filed, certified as valid and the City holds an election, the date the election results on the ballot measure are certified by the Board of Supervisors in the manner provided by the Elections Code reflecting the final defeat or rejection of the referendum.

"**Financing Plan**" means the plan attached to this Agreement as Exhibit R.

"**First Certificate of Occupancy**" shall mean the first certificate of occupancy (such as a temporary certificate of occupancy) issued by DBI for a portion of the Building that contains residential units or leasable commercial space. A First Certificate of Occupancy shall not mean a certificate of occupancy issued for a portion of the residential or commercial Building dedicated to a sales office or other marketing office for residential units or leasable commercial space.

"**Foreclosed Property**" is defined in Section 10.5.

"**General Plan Consistency Findings**" has the meaning set forth in Recital K.

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

"**Impact Fees and Exactions**" means any fees, contributions, special taxes, exactions, impositions, and dedications charged by the City, whether as of the date of this Agreement or at any time thereafter during the Term, in connection with the development of projects, including but not limited to transportation and transit fees, child care fee or in-lieu fees, housing (including affordable housing) fees, dedications or reservation requirements, and obligations for on-or off-site improvements. Impact Fees and Exactions shall not include the Mitigation Measures, Processing Fees, taxes or special assessments or school district fees, SFPUC Capacity Charges and any fees, taxes, assessments impositions imposed by Non-City Agencies, all of which shall be due and payable by Developer as and when due in accordance with applicable Laws.

"**India Basin Open Space**" means the real property described in Exhibit B-1.

"**Infrastructure**" means the infrastructure to be constructed by Developer as described in the Infrastructure Plan, including the Stormwater Management Improvements.

"**Infrastructure Design Exceptions Memo**" is defined in Section 5.2.1.

"**Infrastructure Plan**" means the infrastructure plan attached as Exhibit G.

"**Land Use Plan**" means the land use plan attached as Exhibit H.

"**Later Approval**" means (i) any other land use approvals, entitlements, or permits from the City or any City Agency other than the Approvals, that are consistent with the Approvals (except as expressly noted) and are necessary or advisable for the implementation of the Project or the Associated Community Benefit, including without limitation, all approvals required under the SUD or as otherwise set forth in the Municipal Code, demolition permits, grading permits, site permits, Building permits, lot line adjustments, sewer and water connection permits, major and minor encroachment permits, street and sidewalk modifications, street improvement permits, permits to alter, certificates of occupancy, transit stop relocation permits, subdivision maps, improvement plans, lot mergers, lot line adjustments, and re-subdivisions. A Later Approval shall also include any amendment to the foregoing land use approvals, entitlements, or permits, or any amendment to the Approvals that are sought by Developer and approved by the City in accordance with the standards set forth in this Agreement.

"**Law(s)**" means the Constitution and laws of the United States, the Constitution and laws of the State of California, the laws of the City and County of San Francisco, and any codes, statutes, rules, regulations, or executive mandates thereunder, and any State or Federal court decision (including any order, injunction or writ) thereunder. The term "**Laws**" shall refer to any or all Laws as the context may require.

"**Law Adverse to City**" is defined in Section 5.8.4.

"**Law Adverse to Developer**" is defined in Section 5.8.4.

"**Litigation Extension**" has the meaning set forth in Section 11.5.1.

"**Losses**" has the meaning set forth in Section 4.7.

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

"**Maintenance Matrix**" shall have the meaning set forth in the Financing Plan.

"**Master HOA**" has the meaning set forth in Section 3.9.

"**Material Change**" means any modification that would materially alter the rights, benefits or obligations of the City or Developer under this Agreement that is not consistent with the Project SUD or that (i) extends the Term, (ii) changes the permitted uses of the Project Site,

(iii) reduces Community Benefits, (iv) increases the maximum height, density, bulk or size of the Project (except to the extent permitted under the SUD), (v) increases parking ratios, or (vi) reduces the Applicable Impact Fees and Exactions.

"**Mitigation Measures**" means the mitigation measures (as defined by CEQA) applicable to the Project as set forth in the MMRP or that are necessary to mitigate adverse environmental impacts identified through the CEQA process as part of a Later Approval.

"**MMRP**" means that certain mitigation monitoring and reporting program attached as Exhibit I.

"**MOHCD**" means the Mayor's Office of Housing and Community Development.

"**Mortgage**" means a mortgage, deed of trust or other lien on all or part of the Project Site to secure an obligation made by the applicable property owner.

"**Mortgagee**" means (i) any mortgagee or beneficiary under a Mortgage, and (ii) a person or entity that obtains title to all or part of the Project Site as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action.

"**Municipal Code**" means the San Francisco Municipal Code.

"**New City Laws**" has the meaning set forth in Section 5.6.

"**Non-City Agency**" means Federal, State, and local governmental agencies that are independent of the City and not a Party to this Agreement.

"**Objective Requirements**" has the meaning set forth in Section 3.4.

"**OEWD**" means the San Francisco Office of Economic and Workforce Development.

"**Official Records**" means the official real estate records of the City and County of San Francisco, as maintained by the City's Assessor-Recorder's Office.

"**Ongoing Maintenance Services**" has the meaning set forth in the Financing Plan.

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

"**Parks and Open Space Plan**" means the parks and open space plan attached as Exhibit J.

"**Parks and Open Spaces**" means all of the public open spaces developed in accordance with the Land Use Plan and the Parks and Open Space Plan, but not including the privately owned, publicly accessible open spaces identified on Exhibit L.

"**Party**" and "**Parties**" has the meaning set forth in the opening paragraph of this Agreement and shall also include any Transferee (each during its period of ownership of all or part of the Project Site).

"**Phasing Goals**" has the meaning in Section 3.2.4.

"**Phasing Diagram**" means the phasing diagram attached as part of Exhibit K.

"**Phasing Plan**" means the phasing plan attached as Exhibit K.

"**Plan Documents**" means the Land Use Plan, Infrastructure Plan, Phasing Plan, Housing Plan, Parks and Open Space Plan, Transportation Plan, Financing Plan, Design Guidelines and this Development Agreement, as any of the foregoing are amended from time to time.

"**Planning Code**" means the San Francisco Planning Code.

"**Planning Commission**" means the Planning Commission of the City and County of San Francisco.

"**Planning Department**" or "**Planning**" means the Planning Department of the City and County of San Francisco acting through the Planning Director or authorized staff.

"**Planning Director**" means the Director of Planning of the City and County of San Francisco.

"**Privately-Owned Community Improvements**" shall mean those facilities and services that are privately-owned and privately-maintained, at no cost to City, for the public benefit, that are not dedicated to the City. The Privately-Owned Community Improvements are listed on Exhibit L. Privately-Owned Community Improvements will include the Public Market and Parcel Breaks (as shown in the Phasing Plan and the Infrastructure Plan), pedestrian paths and bicycle lanes, storm drainage facilities, open spaces, and community or recreation facilities to be built on land owned and retained by Developer and, in some cases, on land that is dedicated to the City. *[conform to Matrix attached to Financing Plan]*

"**Processing Fees**" means the standard fee imposed by the City upon the submission of an application for a permit or approval, which is not an Impact Fee or Exaction, in accordance with the City practice on a City-Wide basis.

"**Project**" means the mixed use development project as described in Recital D and the Approvals, including the Associated Community Benefits, together with Developer's rights and obligations under this Agreement.

"**Project Site**" has the meaning set forth in Recitals A, B, and C and as more particularly described in Exhibits A, B-1, B-2 and C.

"**Project Special Taxes**" has the meaning set forth in the Financing Plan.

"**Project SUD**" means Planning Code Section 249.__ as adopted by the Board in Ordinance No. _____.

"**Proportionality Requirement**" has the meaning set forth in Section 3.2.4.

"**Public Health and Safety Exception**" has the meaning set forth in Section 5.8.1.

"Public Improvements" means the facilities, both on- and off-site, to be improved, constructed and dedicated by Developer and, upon Completion in accordance with this Agreement, accepted by the City. Public Improvements include the streets within the Project Site shown on Exhibit Q, and all Infrastructure and public utilities within the accepted streets (such as gas, electricity, water and sewer lines but excluding any non-municipal utilities), as well as sidewalks, bicycle lanes, street furniture, and paths and intersection improvements (such as curbs, medians, signaling, traffic controls devices, signage, and striping). The Public Improvements also include the Parks and Open Spaces, the SFPUC Infrastructure, and the SFMTA Infrastructure. The Public Improvements do not include Privately-Owned Community Improvements or, if any, privately owned facilities or improvements in the public right of way.

"**Public Improvement Agreement**" means an agreement between the City and Developer for the completion of required Public Improvements in the public right of way.

"**Public Trust Exchange Agreement**" has the meaning set forth in Section 6.5. A draft of the Public Trust Exchange Agreement is attached as Exhibit X.

"**Qualified Project Costs**" has the meaning set forth in the Financing Plan.

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

"**RPD Park Parcel**" means a parcel of land within the India Basin Open Space or the Big Green as identified in the Land Use Plan and Parks and Open Space Plan.

"**Services Special Taxes**" has the meaning set forth in the Financing Plan.

"**SFMTA**" means the San Francisco Municipal Transportation Agency.

"**SFMTA Infrastructure**" means the Public Improvements to be designed and constructed by Developer that the SFMTA will operate and maintain upon Completion in accordance with this Agreement and Board of Supervisor acceptance.

"**SFPUC**" means the San Francisco Public Utilities Commission.

"**SFPUC Capacity Charges**" means all water and sewer capacity and connection fees and charges payable to the SFPUC, as and when due in accordance with applicable City requirements.

"**SFPUC Infrastructure**" means the Public Improvements to be designed and constructed by Developer that the SFPUC will operate and maintain upon Completion in accordance with this Agreement and Board of Supervisor acceptance.

"**Stormwater Management Improvements**" means the facilities, both those privately-owned and those dedicated to the City, that comprise the infrastructure and landscape system that is intended to manage the stormwater runoff associated with the Project, as described in the Infrastructure Plan. Stormwater Management Improvements include but are not limited to: (i)

swales and bioswales (including plants and soils), (ii) bio-gutters and grates (including plants and soils), (iii) tree wells, (iv) ponds, wetlands, and constructed streams, (v) stormwater cisterns, (vi) permeable paving systems, (vii) stormwater culverts, (viii) trench drains and grates, (ix) stormwater piping, (x) stormwater collection system, and (xi) other facilities performing a stormwater control function.

"**Stormwater Management Ordinance**" means Article 4.2 (Sewer System Management) of the San Francisco Public Works Code.

"**Subdivision Code**" means the San Francisco Subdivision Code and Subdivision Regulations.

"**Subdivision Regulations**" means subdivision regulations adopted by Public Works from time to time, including exceptions granted by the Director in accordance therewith.

"**Subdivision Map**" means any map that Developer submits for the Developer Property under the Map Act and the Subdivision Code, which may include tentative or vesting tentative subdivision maps, final or vesting final subdivision maps and any tentative or final parcel map, or transfer map, including phased final maps to the extent authorized under an approved tentative subdivision map.

"**Subdivision Map Act**" means the California Subdivision Map Act, California Government Code §§ 66410 *et seq.*

"**Term**" has the meaning set forth in Section 2.2.

"**Third-Party Challenge**" means any administrative, legal or equitable action or proceeding instituted by any party other than the City or Developer challenging the validity or performance of any provision of this Agreement, the Project, the Approvals or Later Approvals, the adoption or certification of the FEIR or other actions taken pursuant to CEQA, or other approvals under Laws relating to the Project, any action taken by the City or Developer in furtherance of this Agreement, or any combination thereof relating to the Project or any portion thereof.

"**Transfer," "Transferee" and "Transferred Property**" have the meanings set forth in Section 12.1, and in all events excludes (1) a transfer of ownership or membership interests in Developer or any Transferee, (2) grants of easement or of occupancy rights for existing or completed Buildings or other improvements (including, without limitation, space leases in Buildings), and (3) the placement of a Mortgage on the Project Site.

"**Transferable Infrastructure**" means items of Infrastructure consisting of (1) final, primarily behind the curb, right-of-way improvements, including, sidewalks, light fixtures, street furniture, landscaping, and driveway cuts for a development parcel, and (2) utility laterals built within a development parcel or to connect the development parcel to the adjacent right of way.

"**Transitional Open Spaces**" shall mean those privately owned, publicly accessible open spaces identified on Exhibit L, to be maintained in accordance with Section 3.9.

"**Transportation Plan**" means the transportation plan attached as Exhibit O.

"**Utility Infrastructure**" means Public Improvements for utility systems that serve the Project Site, including subsurface systems for power, stormwater, sewer, domestic water, recycled water, AWSS, and above-ground facilities, such as streetlights, stormwater controls, and switchgears. Utility Infrastructure excludes telecommunications infrastructure and any privately owned utility improvements.

"**Vertical Development**" means planning, design, and construction or rehabilitation of buildings and other structures on the Project Site.

"**Vested Elements**" has the meaning set forth in Section 5.1.

"**Workforce Agreement**" means the Workforce Agreement attached as Exhibit P.

ARTICLE 2
EFFECTIVE DATE; TERM

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

Section 2.2 Term. The initial term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for fifteen (15) years thereafter (the "**Initial Term**"), unless earlier terminated as provided herein, provided that the Initial Term shall be extended for each day of a Litigation Extension. If Developer starts construction of a Development Phase during the Initial Term and thereafter continues to diligently prosecutes the Development Phase to completion, and is not then in material default under this Agreement, then Developer shall have the right to extend the term of this Agreement for an additional ten (10) years (the "**First Extended Term**") by delivering to City, at any time during the last year of the Initial Term, a notice of extension. The 10-year extension shall be automatic upon Developer's delivery of the extension notice unless Developer is in material default at the time it sends the notice, in which case City may reject the notice by written notice of rejection to Developer, subject to Developer's notice and cure rights under this Agreement. Developer's failure to have the requisite affordable housing credits to meet the then-applicable milestone under the Housing Plan shall be deemed a material default, provided Developer can immediately cure any such default through the restriction of units as affordable or the payment of In-Lieu Fees as may be required to meet the milestone. [add failure to complete required parks] Developer shall have the potential ability to extend the term of this Agreement for an additional five (5) years (the "**Second Extended Term**") by delivering to the City, at any time during the last year of the First Extended Term, a notice of extension. The decision to grant or deny the Second Extended Term shall be made by the Planning Director in his or her sole discretion. The term of this Agreement (the "**Term**") shall mean the Initial Term plus, if applicable, the First Extended Term and the Second Extended Term. The term of any conditional use permit, planned unit development, any tentative Subdivision Map, and any subsequent subdivision map shall be for the longer of (x) the Term (as it relates to the applicable parcel) or (y) the term otherwise allowed under the Subdivision Map Act or conditional use/planned unit development approval, as applicable.

ARTICLE 3
GENERAL RIGHTS AND OBLIGATIONS

Section 3.1 Development of the Project. Developer shall have the vested right to develop the Project in accordance with and subject to the provisions of this Agreement, including upon issuance the Later Approvals, and the City shall consider and process all Later Approvals for development of the Project in accordance with and subject to the provisions of this Agreement. The Parties acknowledge (i) that Developer has obtained all Approvals from the City required to Commence Construction of the Project, other than any required Later Approvals and (ii) that Developer may proceed in accordance with this Agreement with the construction and, upon completion, use and occupancy of the Project as a matter of right, subject to the attainment of any required Later Approvals and any Non-City Approvals as set forth in this Agreement.

Section 3.2 Development Process.

3.2.1 Phases. The Parties anticipate that the Project will be developed in phases described in the Phasing Plan (each, a "**Development Phase**" and collectively, the "**Development Phases**"), in the manner described in this Section 3.2. The Parties acknowledge that Developer cannot guarantee the exact timing in which Development Phases will be constructed and whether certain development will be constructed at all. Such decisions depend on numerous factors that are not within the control of Developer or the City, such as market absorption and demand, interest rates, availability of financing, competition and other similar factors. Developer shall have the right to develop the Project in Development Phases in such order and time as determined by Developer in the exercise of its business judgment, but subject to the requirements of this Agreement with respect to Associated Community Benefits.

3.2.2 Boundaries. The proposed boundaries of each Development Phase is generally shown in the Phasing Plan. Final boundaries of each Development Phase will be established through Subdivision Maps, together with boundaries of all parcels within each Development Phase.

3.2.3 Associated Public Benefits. Because the Project will be built out over a number of years, the amount and timing of the Associated Community Benefits, including the Infrastructure and the Parks and Open Spaces, are allocated by Development Phase in accordance with the Plan Documents, including the Phasing Plan. The scope and timing of Infrastructure that is associated with specific parcels or Buildings, will be reviewed and approved by the City through the Subdivision Map approval process, but must be consistent with the Approvals. Privately Owned Community Improvements and Parks and Open Spaces will be provided as set forth in the Phasing Plan and the Parks and Open Space Plan. Associated Community Benefits related to Affordable Housing, workforce requirements, and transportation plans and programs will be delivered as set forth in the Housing Plan, Workforce Agreement and Transportation Plan, respectively.

3.2.4 Phasing Goals. The Phasing Plan and the Housing Plan reflect the requirement that Associated Community Benefits, including Public Improvements, affordable housing, Parks and Open Spaces, and Privately-Owned Community Improvements, must be

provided proportionately with the development of market-rate housing and commercial-office uses taking into account the Project as a whole (the "**Proportionality Requirement**"). So long as this Proportionality Requirement is satisfied, the City shall consider the following additional phasing goals (together with the Proportionality Requirement, collectively, the "**Phasing Goals**") when considering Developer's request for changes to the Phasing Plan:

(a) Rational Development. Associated Community Benefits should be developed in an orderly manner and consistent with the Plan Documents. Finished portions of the Project should be generally contiguous.

(b) Appropriate Development. Horizontal development should be timed to coordinate with the needs of vertical development. Completed Infrastructure must provide continuous reliable access and utilities to then-existing visitors, residents, and businesses.

(c) Market Timing. The boundaries and mix of uses within the Development Phase should be designed to minimize unsold inventory of Development Parcels.

(d) Flexibility. Flexibility to respond to market conditions, cost and availability of financing and economic feasibility should be provided.

3.2.5 Changes to Phasing. The Parties agree that many factors, including general economic conditions, the local housing, office, and retail markets, capital markets, general market acceptability, and local tax burdens will determine the rate at which various residential and commercial uses within the Project can be developed and absorbed. Developer may request changes to the Phasing Plan at any time, including changes to the proposed boundaries of a Development Phase and the timing for delivery of Associated Community Benefits, by submitting a written request to the Planning Director with a statement explaining the reasons for the proposed changes and how the changes remain consistent with the Phasing Goals, including the Proportionality Requirement.

3.2.6 City Approval. In considering whether to approve Developer's requested changes, the Planning Director will consider whether the changes are consistent with the Phasing Goals, including the Proportionality Requirement if the change would delay the production of Associated Community Benefits or require a reallocation of Associated Community Benefits due to a change in the proposed boundaries of development parcels. The Planning Director may approve such change if, after consulting with all affected City Agencies and the City Attorney, he or she determines that the modified Phasing Plan meets the Phasing Goals, including the Proportionality Requirement. Any material change to the Phasing Plan that does not meet the Phasing Goals, as determined by the Planning Director, will require the approval of the Planning Commission after consultation with the affected City Agencies.

Section 3.3 Approval of Subdivision Maps. Developer shall obtain a Tentative Subdivision Map and enter into a Public Improvement Agreement before beginning to construct any Infrastructure or Building within a Development Phase. Developer is not required to obtain

one Subdivision Map for the entire Project Site, but can obtain multiple maps, one for each phase of development, as desired.

Section 3.4 Design Review and Objective Requirements. The Approvals include the Project SUD, the Plan Documents and the Design Guidelines to ensure that the urban, architectural and landscape design of the Buildings, public realm and Public Improvements at the Project Site will be of high quality and appropriate scale, include sufficient open space, and promote the public health, safety and general welfare. The design review procedures applicable to all new Buildings and Privately-Owned Community Improvements shall be as set forth in the Project SUD. Design review procedures applicable to Parks and Open Space within RPD Park Parcel will be as set forth in Section 3.5. The City shall review and approve, disapprove, or approve with recommended modifications any design review application under the Project SUD (a "**Design Review Application**") in accordance with the requirements of this Agreement and the procedures specified in the Project SUD, as the same may be amended from time to time. Notwithstanding anything to the contrary in this Agreement, the City may exercise its reasonable discretion in approving the aspects of a Design Review Application that relate to the qualitative or subjective requirements of the Design Guidelines, including the choice of building materials and fenestration. In considering a Design Review Application and any Later Approval for those aspects of a proposed Building or Privately-Owned Community Improvement that meet the quantitative or objective requirements of the Design Guidelines and the other Plan Documents (the "**Objective Requirements**"), including without limitation, the Building's proposed height, bulk, setbacks, streetwalls, location of uses and size of such uses, and amount of open space and parking, the City acknowledges and agrees that (i) it has exercised its discretion in approving the Project SUD, the Plan Documents and the Design Guidelines, and (ii) any proposed Design Review Application or Later Approval that meets the Objective Requirements shall not be rejected by the City based on elements that conform to or are consistent with the Objective Requirements, so long as the proposed Building or and Privately-Owned Community Improvements meets the Building Code as set forth in Section 5.4 (Strict Building Code Compliance).

Section 3.5 Design Review of Parks and Open Space within India Basin Open Space and Big Green. Before the City may issue any construction permit for any Parks and Open Space located within the India Basin Open Space or the Big Green, RPD must have first approved the schematic design of the applicable Parks and Open Space in accordance with Exhibit N.

Section 3.6 Construction of Public Improvements and Privately-Owned Community Improvements.

3.6.1 Construction. Developer shall undertake the design, development and installation of the Public Improvements and Privately-Owned Community Improvements at no cost to City (other than the public financing set forth in the Financing Plan). Public Improvements shall be designed and constructed, and shall contain those improvements and facilities, as reasonably required by the applicable City Agency that is to accept, and in some cases operate and maintain, the Public Improvement in keeping with the then-current citywide standards and requirements of the City Agency as if it were to design and construct the Public Improvement on its own at that time, subject to such exceptions and non-standard elements or

features set forth in the Infrastructure Design Exceptions Memo, or as otherwise approved by Public Works or the applicable City Agency in accordance with this Agreement and the Subdivision Code. Without limiting the foregoing, Developer shall complete all Public Improvements and Privately-Owned Community Improvements in accordance with the applicable Plan Documents, and in a good and workperson-like manner, without material defects, in accordance with City-approved construction documents. Before the start of work on any Public Improvements, Developer shall enter into a Public Improvement Agreement with Public Works, and provide adequate security consistent with the Subdivision Code and the applicable Public Improvement Agreement (which may include bonds, letters of credit or other security satisfactory to the City and meeting the requirements of the Subdivision Code).

3.6.2 Regulatory Approvals. Developer shall obtain all necessary permits and approvals (including approval of all design and construction plans) from any responsible agencies having jurisdiction over each Public Improvement and Privately-Owned Community Improvement. Without limiting the foregoing, (i) the SFMTA must approve all of the plans and specifications for Public Improvements that are under SFMTA jurisdiction as provided in the SFMTA Consent, (ii) the SFPUC must approve all of the plans and specifications for the SFPUC Infrastructure and all Stormwater Management Improvements as provided in the SFPUC Consent, and (iii) Public Works must approve all of the plans and specifications for all streets and sidewalks and improvements in the Public ROWs. In deciding whether to approve, conditionally approve, or deny, each City Agency is subject to the requirements of the Plan Documents and this Agreement, including Sections 5.3 and 5.5.

3.6.3 Timing for Completion of Public Improvements and Privately-Owned Community Improvements. All Public Improvements that are required to serve a new Building within the applicable Development Phase must be Completed and accepted by action of the Board of Supervisors on or before issuance of the First Certificate of Occupancy for that Building unless Developer requests a deferral in writing and the Public Works Director, in his or her reasonable discretion, approves the deferral in writing. The Parties agree to work in good faith to enter into such agreements as may be needed to ensure that City's process for acceptance of Public Improvements does not delay the issuance of Certificates of Occupancy when the Public Infrastructure is Completed and ready for its intended use. Privately Owned Community Improvements and all Parks and Open Spaces expressly identified in the Phasing Plan must be Completed in accordance with the times for Completion set forth in the Phasing Plan. If Developer fails to complete the applicable Public Improvements or Privately-Owned Community Improvements within such time frame, the City may decide not to issue a certificate of occupancy or Later Approval in accordance with Section 9.4.4.

3.6.4 Dedication and Acceptance of Public Improvements. Developer shall provide the City with an offer of dedication for all Public Improvements, with fee title to public right of way (or an easement, if acceptable to the City), within the Development Phase in accordance with the Subdivision Code, and the applicable Public Improvements Agreement and Subdivision Map conditions of approval. At any time after Completion, Developer shall make a written request to the City to initiate acceptance of such Public Improvements in accordance with the Subdivision Code, the Public Improvements Agreement, and this Agreement, including, but not limited to, the Infrastructure Design Exceptions Memo. With any such request, Developer shall satisfy all prerequisites and conditions to acceptance and submit all needed materials

associated with the request. Following Developer's submittal of all required materials, each applicable City Agency having jurisdiction will diligently and expeditiously process the acceptance request and introduce complete acceptance packages to the Board of Supervisors.

Section 3.7 Contracting for Public Improvements. In connection with all of the Public Improvements, Developer shall engage a contractor that is duly licensed in California and qualified to complete the work (the "**Contractor**"). The Contractor shall contract directly with Developer pursuant to an agreement to be entered into by Developer and Contractor (the "**Construction Contract**"), which shall: (i) be a guaranteed maximum price contract; (ii) require contractor to maintain bonds and insurance for the benefit of Developer and the City in accordance with the Subdivision Code; (iii) require the Contractor to obtain and maintain customary insurance, including workers compensation in statutory amounts, Employer's liability, general liability, and builders all-risk; (iv) release the City from any and all claims relating to the construction, including but not limited to mechanics liens and stop notices; (v) subject to the rights of any Mortgagee that forecloses on the property, include the City as a third party beneficiary, with all rights to rely on the work, receive the benefit of all warranties, and prospectively assume Developer's obligations and enforce the terms and conditions of the Construction Contract as if the City were an original party thereto; and (vi) require that the City be included as a third party beneficiary, with all rights to rely on the work product, receive the benefit of all warranties and covenants, and prospectively assume Contractor's rights in the event of any termination of the Construction Contract, relative to all work performed by the Project's architect and engineer.

Section 3.8 Maintenance and Operation of Public Improvements by Developer and Successors. Ongoing Maintenance Services of the Maintained Facilities will be paid by Services Special Taxes from the CFD in accordance with the Financing Plan.

Section 3.9 Maintenance and Operation of Privately-Owned Community Improvements. Developer or its Transferee shall own, operate and maintain in good and workmanlike condition, and otherwise in accordance with all applicable laws and any applicable permits, at no cost to City, all Privately-Owned Community Improvements except for the Transitional Open Spaces, which shall be maintained as Maintained Facilities under the Financing Plan. At a minimum, all Privately-Owned Community Improvements shall be maintained in accordance with the requirements of the Planning Code section 138.[or Exhibit In order to ensure that all such Privately-Owned Community Improvements (other than the Transitional Open Spaces) are maintained as required, Developer shall record a declaration of covenants, conditions, and restrictions in a form approved by the Planning Director and the City Attorney ("**CC&Rs**") against the residential lots within the Project Site but excluding any sites that are intended for dedication to the City, that requires the master homeowner's association ("**Master HOA**") to maintain and repair such Privately-Owned Community Improvements in perpetuity, with appropriate homeowners' dues to provide the necessary funding. The CC&Rs may be recorded against lots within the Project Site in phases, but in each instance before commencement of construction of the applicable Buildings. Notwithstanding anything to the contrary contained in any Master HOA governing document, Developer or its Transferee shall make commercially reasonable efforts to enforce the maintenance and repair obligations of the Master HOA during the Term. The CC&Rs shall expressly provide the City with the right to enforce the maintenance and repair provisions of the CC&Rs.

Section 3.10 Maintenance of Stormwater Management Improvements. Under the Infrastructure Plan and the Public Works Code, the SFPUC must approve a Stormwater Control Plan that describes the activities required by Developer to appropriately design, install, and maintain the Stormwater Management Improvements within each Development Phase. Upon Completion, the City will accept the Stormwater Management Improvements identified for City acceptance in the Maintenance Matrix attached to the Financing Plan, and will use CFD funds for ongoing maintenance. The remaining Stormwater Management Improvements, such as drainage swales on private property, will be maintained by the private property owner and, if applicable, the Master HOA. Any stormwater improvements that will convey private stormwater to public stormwater systems will be subject to an agreement with the SFPUC that addresses proper maintenance and SFPUC inspection and enforcement.

Section 3.11 Non-City Regulatory Approvals for Stormwater Management Improvements and Public Improvements. The Parties acknowledge that certain Stormwater Management Improvements, Public Improvements and Privately-Owned Community Improvements, most particularly the proposed outfall of stormwater from the Project Site to the Bay and in water construction, require the approval of federal and state governmental agencies that are independent of the City and not a Party to this Agreement ("**Non-City Responsible Agencies**"). The Non-City Responsible Agencies may, at their sole discretion, disapprove installation of such Stormwater Management Improvements or Public Improvements, making such installation impossible. The City will cooperate with reasonable requests by Developer to obtain permits, agreements, or entitlements from Non-City Responsible Agencies for each such improvement, and as may be necessary or desirable to effectuate and implement development of the Project in accordance with the Approvals (each, a "**Non-City Regulatory Approval**"). The City's commitment to Developer under this Section 3.11 is subject to the following conditions:

(a) Throughout the permit process for any Non-City Regulatory Approval, Developer shall consult and coordinate with each affected City Agency in Developer's efforts to obtain the Non-City Regulatory Approval, and each such City Agency shall cooperate reasonably with Developer in Developer's efforts to obtain the Non-City Regulatory Approval;

(b) Developer shall not agree to conditions or restrictions in any Non-City Regulatory Approval that could create: (1) any obligations on the part of any City Agency, unless the City Agency agrees to assume such obligations at the time of acceptance of the Public Improvements; or (2) any restrictions on City-owned property (or property to be owned by City under this Agreement), unless in each instance the City, including each affected City Agency, has previously approved the conditions or restrictions in writing, which approval may be given or withheld in its sole discretion; and

(c) Developer shall bear all costs associated with applying for, obtaining, and complying with any necessary Non-City Regulatory Approval, and any and all conditions or restrictions imposed as part of a Non-City Regulatory Approval. Developer shall pay or otherwise discharge any fines, penalties, or corrective actions imposed as a result of Developer's failure to comply with any Non-City Regulatory Approval.

Section 3.12 Continuing City Obligations. Certain Non-City Regulatory Approvals may include conditions that entail special maintenance or other obligations that continue after the City accepts the dedication of Public Improvements (each, a "**Continuing Obligation**"). Standard maintenance of Public Improvements, in keeping with City's existing practices, shall not be deemed a Continuing Obligation. Developer must notify all affected City Agencies in writing and include a clear description of any Continuing Obligation, and each affected City Agency must approve the Continuing Obligation in writing in its sole discretion before Developer agrees to the Non-City Regulatory Approval and the Continuing Obligation. Upon the City's acceptance of any Public Improvements that has a Continuing Obligation that was approved by the City as set forth above, the City will assume the Continuing Obligation and notify the Non-City Responsible Agency that gave the applicable Non-City Regulatory Approval of this fact.

Section 3.13 Public Financing.

3.13.1 Financing Districts. Developer and City agree to form a CFD under the CFD Act to finance Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services, as described in the Financing Plan. The City agrees not to (i) initiate proceedings for any new or increased special tax or special assessment that is targeted or directed at the Project Site except as provided in the Financing Plan, or (ii) take any other action that is inconsistent with the Financing Plan without Developer's consent. Any and all costs incurred by the City in forming a CFD shall be City Costs. The terms and conditions of any CFD must be consistent with the specifications in the Financing Plan. Developer shall not, at any time, contest, protest, or otherwise challenge the formation of the CFDs or the issuance of additional bonds or other financing secured by Project Special Taxes, or the application of bond proceeds or Project Special Taxes. Once established, Developer shall not institute, or cooperate in any manner with, proceedings to repeal or reduce the Project Special Taxes. The provisions of this Section shall survive the expiration of this Agreement, and Developer shall include the requirements of this Section in the Master CC&Rs (or, if the Master CC&Rs have not yet been created and recorded, in the sale documents for any sale of all or part of the Property).

3.13.2 Limitation on New Districts. The City will not form any new financing or assessment district over any portion of the Project Site unless the new district applies to similarly-situated property City-Wide or Developer gives its prior written consent to or requests the proceedings.

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

Section 3.14 Public Power. The SFPUC shall promptly prepare a study to determine the feasibility of providing electric service and natural gas to the Project Site (the "**Feasibility Study**"), which shall be completed within 6 months after the date that Developer provides to the SFPUC all Project information needed to complete the Feasibility Study (which Developer agrees to do within forty-five (45) days following the Effective Date). Developer understands and agrees that electricity and/or natural gas for the Project Site will be provided by Hetch

Hetchy Water and Power or other City sources, so long as the Feasibility Study shows that the SFPUC can provide service to meet the Project's needs and that the projected price for electrical service is comparable to rates in San Francisco for comparable service. Upon the SFPUC's commitment to be the power provider at comparable rates, Developer and the SFPUC will enter into a service agreement and Developer will purchase power from the PUC for so long as the PUC continues to provide power to the Project Site.

Section 3.15 Workforce.. Developer shall require project sponsors, contractors, consultants, subcontractors and subconsultants, as applicable, to undertake workforce development activities in both the construction and end use phases of the Project in accordance with the Workforce Agreement.

ARTICLE 4
PUBLIC BENEFITS; DEVELOPER OBLIGATIONS AND CONDITIONS TO DEVELOPER'S PERFORMANCE

Section 4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations. The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits to the City beyond those achievable through existing Laws, including, but not limited to, those set forth in this Article 4 (the "**Community Benefits**"). The City acknowledges and agrees that a number of the Community Benefits would not be otherwise achievable without the express agreement of Developer under this Agreement. Developer acknowledges and agrees that, as a result of the benefits to Developer under this Agreement, Developer has received good and valuable consideration for its provision of the Community Benefits, and that the City would not be willing to enter into this Agreement without the Community Benefits. Payment or delivery of each of the Community Benefits is tied to the construction of each of the Development Phases and/or commercial and residential development as described in the Phasing Plan and the Plan Documents, including the Public Improvements, Privately-Owned Community Improvements and the affordable housing under the Housing Plan (each, an "**Associated Community Benefit**"). The timing for delivery of the Associated Community Benefits will be governed as described in this Agreement and in each applicable Plan Document, provided the obligation to Complete the Associated Community Benefit in each Development Phase will arise when Developer obtains its First Construction Permit for Infrastructure within that Development Phase and will survive until the Associated Community Benefit is Completed. Time is of the essence with respect to the Completion of all Associated Community Benefits.

4.1.1 Associated Community Benefits. Developer shall provide the Associated Community Benefits identified in the following attachments to the Development Agreement (collectively, the "**Community Benefit Programs**"):

(a) the Infrastructure Plan (including all of the Public Improvements and the Privately-Owned Community Improvements);

(b) the Parks and Open Space Plan;

(c) the Housing Plan;

(d) the Transportation Plan; and

(e) the Workforce Agreement.

Section 4.2 Conditions to Performance of Associated Community Benefits. Except to the extent expressly stated otherwise in an applicable Plan Document, Developer's obligation to perform each Associated Community Benefit is expressly conditioned upon each and all of the following conditions precedent:

(a) All Approvals for the applicable Development Phase to which the Associated Community Benefit is tied shall have been Finally Granted;

(b) Developer shall have obtained all Later Approvals necessary to Commence Construction of the applicable Development Phase to which the Associated Community Benefit is tied, and the same shall have been Finally Granted, except to the extent that such Later Approvals have not been obtained or Finally Granted due to the failure of Developer to timely initiate and then diligently and in good faith pursue such Later Approvals; and

(c) Developer shall have Commenced Construction of the Development Phase to which the Associated Community Benefit applies.

Whenever this Agreement requires completion of an Associated Community Benefit at or before a specified date or milestone, and that date or milestone is passed without completion of the Associated Community Benefit, the City may withhold certificates of occupancy and Later Approvals in accordance with Section 9.4.4.

Section 4.3 No Additional CEQA Review Required; Reliance on FEIR for Future Discretionary Approvals. The Parties acknowledge that the FEIR prepared for the Project complies with CEQA. The Parties further acknowledge that:

(a) the FEIR contains a thorough analysis of the Project and possible alternatives;

(b) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project; and

(c) the Board of Supervisors adopted CEQA Findings, including a statement of overriding considerations in connection with the Approvals, pursuant to CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. Accordingly, the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested under this Agreement. The City shall rely on the FEIR, to the greatest extent possible in accordance with applicable Laws, in all future discretionary actions related to the Project; provided, however, that nothing shall prevent or limit the discretion of the City to conduct additional environmental review in connection with any Later Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA.

4.3.2 Compliance with CEQA Mitigation Measures. Developer shall comply with all Mitigation Measures imposed as applicable to the Project except for any Mitigation Measures that are expressly identified as the responsibility of a different party or entity. Without limiting the foregoing, Developer shall be responsible for the completion of all Mitigation Measures identified in the MMRP as the responsibility of the "owner" or the "project sponsor", but not with Mitigation Measures identified in the MMRP as the obligation of "RPD" or the "City". The Parties expressly acknowledge that the FEIR and the associated MMRP are intended to be used in connection with each of the Later Approvals to the extent appropriate and permitted under applicable Law. To the extent necessary, Developer shall incorporate the requirements of the MMRP into any sale of all or part of the land to any vertical developer. Nothing in this Agreement shall limit the discretion of the City to conduct additional environmental review in connection with any Later Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA, or the ability of the City to impose conditions on any discretionary actions relating to a Material Change, including conditions determined by the City to be necessary to mitigate adverse environmental impacts.

4.3.3 Sidewalks and Streets. By entering into this Agreement, the City's Board of Supervisors and the City Agencies have reviewed and approved the sidewalk, street and alley widths, and general right of way configurations with respect to location and relationship of major elements, including curbs, bicycle facilities, parking, loading areas, and landscaping, as set forth in the Infrastructure Plan, including without limitation the Infrastructure Design Exceptions Memo, and the Design Guidelines, as consistent with the City's central policy objective to ensure street safety for all users while maintaining adequate clearances, including for fire apparatus vehicles. If any City Agency with jurisdiction objects to a Later Approval for any Building or any Infrastructure based upon the proposed width of a sidewalk, street or alley for reasons other than solely engineering design or authority granted under State law, then within five (5) business days of the objection being raised (whether raised formally or informally), representatives from Developer, Public Works, the Planning Department and the objecting City Agency shall meet and confer in good faith to attempt to find a mutually satisfactory resolution to the objection that does not conflict with City policy, including the City's Better Streets Plan, any applicable streetscape plan, the Approvals or this Agreement, including without limitation the Infrastructure Design Exceptions Memo. If the matter is not resolved within fourteen (14) days following the objection, then the Planning Director shall notify the Clerk of the Board of Supervisors and the members of the Board of Supervisors' Land Use and Transportation Committee. The City Agencies and Developer agree to act in good faith to resolve the matter quickly and in a manner that does not conflict with City policy, the Approvals, this Agreement or applicable law. For purposes of this Section, "engineering design" shall mean professional engineering work as set forth in the Professional Engineers Act, California Business and Professions Code sections 6700 et seq.

Section 4.4 Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate against any employee, City employee working with Developer's contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability

or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

Section 4.5 City Cost Recovery.

4.5.1 Developer shall timely pay to the City all Impact Fees and Exactions applicable to the Project or the Project Site as set forth in Section 5.7 (Fees and Extractions).

4.5.2 Developer shall timely pay to the City all Processing Fees applicable to the processing or review of applications for the Approvals and Later Approvals.

4.5.3 Developer shall pay to the City all City Costs incurred in connection with the drafting and negotiation of this Agreement, defending the Approvals and Later Approvals, and in processing and issuing any Later Approvals or administering this Agreement (except for the costs that are covered by Processing Fees), within sixty (60) days following receipt of a written invoice complying with Section 4.5.4 from the City.

4.5.4 OEWD shall provide Developer on a quarterly basis (or such alternative period as agreed to by the Parties) a reasonably detailed statement showing costs incurred by OEWD, the City Agencies and the City Attorney's Office, including the hourly rates for each City staff member at that time, the total number of hours spent by each City staff member during the invoice period, any additional costs incurred by the City Agencies and a brief non-confidential description of the work completed (provided, for the City Attorney's Office, the billing statement will be reviewed and approved by OEWD but the cover invoice forwarded to Developer will not include a description of the work). OEWD will use reasonable efforts to provide an accounting of time and costs from the City Attorney's Office and each City Agency in each invoice; provided, however, if OEWD is unable to provide an accounting from one or more of such parties, then OEWD may send an invoice to Developer that does not include the charges of such party or parties without losing any right to include such charges in a future or supplemental invoice but subject to the twelve (12) month deadline set forth below in this Section 4.5.4. Developer's obligation to pay the City Costs shall survive the termination of this Agreement. Developer shall have no obligation to reimburse the City for any City Cost that is not invoiced to Developer within twelve (12) months from the date the City Cost was incurred. The City will maintain records, in reasonable detail, with respect to any City Costs and upon written request of Developer, and to the extent not confidential, shall make such records available for inspection by Developer.

4.5.5 If Developer in good faith disputes any portion of an invoice, then within sixty (60) days following receipt of the invoice Developer shall provide notice of the amount disputed and the reason for the dispute, and the Parties shall use good faith efforts to reconcile the dispute as soon as practicable. Developer shall have no right to withhold the disputed amount. If any dispute is not resolved within ninety (90) days following Developer's notice to the City of the dispute, Developer may pursue all remedies at law or in equity to recover the disputed amount.

Section 4.6 Prevailing Wages and Working Conditions. Certain contracts for work at the Project Site may be public works contracts if paid for in whole or part out of public funds, as the terms "public work" and "paid for in whole or part out of public funds" are defined in and subject to exclusions and further conditions under California Labor Code sections 1720-1720.6. In connection with the Project, Developer shall comply with all California public works requirements as and to the extent required by State law. In addition, Developer agrees that all workers performing labor in the construction of public works (including the Public Improvements) under this Agreement will be: (1) paid not less than the Prevailing Rate of Wages as defined in Administrative Code section 6.22 and established under Administrative Code section 6.22(e), (2) provided the same hours, working conditions, and benefits as in each case are provided for similar work performed in San Francisco County in Administrative Code section 6.22(f), and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61. Any contractor or subcontractor performing a public work or constructing Improvements must make certified payroll records and other records required under Administrative Code section 6.22(e)(6) available for inspection and examination by the City with respect to all workers performing covered labor. City's Office of Labor Standards Enforcement ("**OLSE**") enforces labor laws, and OLSE shall be the lead agency responsible for ensuring that prevailing wages are paid and other payroll requirements are met in connection with the work, as more particularly described in the Workforce Agreement.

Section 4.7 Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims ("**Losses**") arising or resulting directly or indirectly from (i) any third party claim arising from a Default by Developer under this Agreement, (ii) Developer's failure to comply with any Approval, Later Approval or Non-City Approval, (iii) the failure of any improvements constructed pursuant to the Approvals or Later Approvals to comply with any Applicable Laws, including Existing Standards, (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring on the Project Site (or the public right of way adjacent to the Project Site) in connection with the construction by Developer or its agents or contractors of any improvements pursuant to the Approvals, Later Approvals or this Agreement, (v) a Third-Party Challenge instituted against the City or any of the City Parties, (vi) any dispute between Developer, its contractors or subcontractors relating to the construction of any part of the Project, (vii) any claim relating to the Public Trust Exchange Agreement, including any claim by the State against the City relating to the condition of the property transferred to the State, and (viii) any dispute between Developer and any Transferee or any subsequent owner of any of the Project Site relating to any assignment of this Agreement or the obligations that run with the land, or any dispute between Developer and any Transferee or other person relating to which party is responsible for performing certain obligations under this Agreement, each regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City or any of the City Parties, except to the extent that any of the foregoing indemnification obligations is void or otherwise unenforceable under applicable Law, and except to the extent such Loss is the result of the negligence or willful misconduct of the City Parties. The foregoing indemnity shall include, without limitation, reasonable attorneys' fees and costs and the City's reasonable cost of investigating any claims against the City or the City Parties. All indemnifications set forth in this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 5
VESTING AND CITY OBLIGATIONS

Section 5.1 Vested Rights. By the Approvals, the City has made a policy decision that the Project, as described in and as may be modified in accordance with the Approvals, is in the best interests of the City and promotes the public health, safety and welfare. Developer shall have the vested right to develop the Project as set forth in this Agreement, including without limitation with the following vested elements: the locations and numbers of Buildings proposed, the land uses and parcelization, height and bulk limits, including the maximum density, intensity and gross square footages, the permitted uses, the provisions for open space, vehicular access, and parking, (collectively, the "**Vested Elements**"; provided the Existing Uses on the Project Site shall also be included as Vested Elements). The Vested Elements are subject to and shall be governed by Applicable Laws. The expiration of any Building permit or Approval shall not limit the Vested Elements, and Developer shall have the right to seek and obtain subsequent Building permits or approvals, including Later Approvals, at any time during the Term, any of which shall be governed by Applicable Laws. Each Later Approval, once granted, shall be deemed an Approval for purposes of this Section 5.1.

Section 5.2 Existing Standards. The City shall process, consider, and review all Later Approvals in accordance with (i) the Approvals, (ii) the San Francisco General Plan, (iii) the Municipal Code (including the Subdivision Code), and all other applicable City policies, rules and regulations, as each of the foregoing is in effect on the Effective Date ("**Existing Standards**"), as the same may be amended or updated in accordance with permitted New City Laws as set forth in Section 5.6 (New City Laws), (iii) California and federal law, as applicable, and (iv) this Agreement, including the Plans (collectively, "**Applicable Laws**"). The Enacting Ordinance contains express waivers and amendments to Chapter 56 consistent with this Development Agreement.

5.2.1 No Implied Waiver of Codes. Nothing in this Agreement, including the Infrastructure Plan, constitutes an implied waiver or exemption of the Subdivision Code or the Public Works Code. Any waiver or exemption from these codes must be specifically identified in a memorandum attached to the Infrastructure Plan (the "**Infrastructure Design Exceptions Memo**"). The Infrastructure Design Exceptions Memo must: (i) identify the applicable section of the Code, (ii) identify the specific project component necessitating the waiver or exemption, including how it will not comply with the Code, (iii) identify the portions of the Infrastructure Plan discussing such project component, and (iv) provide an explanation for the waiver or exemption. To the extent of there is a conflict between the Subdivision Code or the Public Works Code and any drawing or text in the Infrastructure Plan, the Code section shall control (subject to the vesting provisions of this Agreement) except as specified in the Infrastructure Design Exceptions Memo. For any waiver or exemption not specifically identified in the Infrastructure Design Exceptions Memo, Developer shall comply with the City's existing processes to seek any necessary waivers or exemptions. The City's failure to enforce any part of the Subdivision Code or Public Works Code shall not be deemed a waiver of its right to do so thereafter, but it shall not override the Approvals standards set forth in Sections 3.2.6, 5.2 and 5.3.

Section 5.3 Criteria for Later Approvals. Developer shall be responsible for obtaining all required Later Approvals before the start of any construction. The City, in granting the Approvals and vesting the Project through this Agreement, is limiting its future discretion with respect to Later Approvals to the extent that they are consistent with the Approvals and this Agreement. The City shall not disapprove applications for Later Approval based upon an item or element that is consistent with the Approvals, or impose new conditions that conflict with the Approvals, and shall consider all such applications in accordance with its customary practices (subject to the requirements of this Agreement). The City may subject a Later Approval to any condition that is necessary to bring the Later Approval into compliance with Applicable Laws. For any part of a Later Approval request that has not been previously reviewed or considered by the applicable City Agency (such as additional details or plans), the City Agency shall exercise its discretion consistent with the Municipal Code, the Approvals and otherwise in accordance with City's customary practice (but subject to the requirements of this Agreement). Nothing in this Agreement shall preclude the City from applying New City Laws for any development not within the definition of the "Project" under this Agreement.

Section 5.4 Strict Building Code Compliance.

5.4.1 City-Wide Building Codes. Except as otherwise provided in Section 5.4.2 and Section 4.3.3, when considering any application for a Later Approval, the City or the applicable City Agency shall apply the applicable provisions, requirements, rules, or regulations (including any applicable exceptions) that are contained in the San Francisco Building Codes, including the Public Works Code (which includes the Stormwater Management Ordinance), Subdivision Code, Mechanical Code, Electrical Code, Green Building Code, Housing Code, Plumbing Code, Fire Code, or other uniform construction codes applicable on a City-Wide basis.

5.4.2 Applicability of Utility Infrastructure Standards. Nothing in this Development Agreement will preclude the City from applying then-current standards and City Laws for Utility Infrastructure for each Later Approval so long as: (i) the standards for Utility Infrastructure as applied, City-Wide, are compatible with, and would not require the retrofit, material modification, removal, supplementation, reconstruction or redesign of, plans previously approved for the work, and (ii) the deviations do not require any retrofit, material modification, removal, supplementation, reconstruction or redesign of what was previously built as part of the Project. If Developer claims that the City's request for changes to design or construction documents violates the preceding sentence, it will submit to the City reasonable documentation to substantiate its claim, including bids, cost estimates, or other supporting documentation. The Parties agree to meet and confer for a period of not less than 30 days to resolve any dispute regarding application of this Section. If the Parties do not agree following the meet and confer period, Developer may seek judicial relief for any City violation of the limitations imposed by this Section.

Section 5.5 Denial of a Later Approval. If the City denies any application for a Later Approval that implements a Building that is part of the Project, the City must specify in writing the reasons for such denial and shall suggest modifications required for approval of the application. Any such specified modifications shall be consistent with Applicable Laws, and City staff shall approve the application if it is subsequently resubmitted for City review and corrects or mitigates, to the City's reasonable satisfaction, the stated reasons for the earlier denial

in a manner that is consistent and compliant with Applicable Laws and does not include new or additional information or materials that give the City a reason to object to the application under the standards set forth in this Agreement.

Section 5.6 New City Laws. All future changes to Existing Standards and any other Laws, plans or policies adopted by the City or adopted by voter initiative after the Effective Date ("**New City Laws**") shall apply to the Project and the Project Site except to the extent they conflict with this Agreement or the terms and conditions of the Approvals. In the event of such a conflict, the terms of this Agreement and the Approvals shall prevail, subject to the terms of Section 5.8 (Changes in Federal or State Laws). All references to any part of the Municipal Code in this Agreement shall mean that part of the Municipal Code (including the Administrative Code) in effect on the Effective Date, with such changes and updates as are adopted from time to time, except for any changes or updates that conflict with this Agreement as set forth in Section 5.6.1.

5.6.1 New City Laws shall be deemed to conflict with this Agreement and the Approvals if they:

(a) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage or number of proposed Buildings (including the number of residential dwelling units) or change the location of proposed Buildings or change or reduce other improvements from that permitted under the Approvals;

(b) limit or reduce the height or bulk of the Project, or any part thereof, or otherwise require any reduction in the height or bulk of individual Buildings or other improvements that are permitted as part of the Project under the Approvals;

(c) limit, reduce or change the amounts of parking and loading spaces or location of vehicular access, parking or loading from that permitted under the Approvals;

(d) limit any land uses for the Project from that permitted under the Approvals or the Existing Uses;

(e) except as provided in this Agreement, limit, control or delay in more than an insignificant manner the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Project, including the demolition of existing buildings at the Project Site, except as expressly set forth in this Agreement;

(f) require the issuance of permits or approvals by the City other than those required under the Existing Standards, except for (i) permits or approvals required on a City-Wide basis that relate to construction of improvements and do not prevent construction of the Project as intended by this Agreement, and (ii) permits that replace (but don't expand the scope or purpose of) existing permits;

(g) limit the availability of public utilities, services or facilities, or any privileges or rights to public utilities, services, or facilities for the Project;

(h) impose any ordinance, resolution or regulation that controls commercial or residential rents or purchase prices charged within the Project or on the Project Site, except as such imposition is expressly required by this Agreement;

(i) materially and adversely limit the processing or procuring of applications and approvals of Later Approvals that are consistent with Approvals;

(j) increase the percentage of required affordable or BMR Units, change the AMI percentage levels for the affordable housing pricing or income eligibility, change the requirements regarding unit size, finishes or unit type, control or limit home owner association or common area dues or amenity charges, or increase the amount or change the configuration of required open space; or

(k) impose new or modified Impact Fees and Exactions other than as permitted under Section 5.7 (Fees and Extractions).

5.6.2 Developer shall have the right, from time to time and at any time, to file Subdivision Map applications (including phased final map applications and development-specific condominium map or plan applications) with respect to some or all of the Project Site, and shall subdivide, reconfigure or merge parcels within the Project Site as required to complete the Project before starting construction of the Project. The specific boundaries of parcels shall be set by Developer and approved by the City during the subdivision process. Nothing in this Agreement shall authorize Developer to subdivide or use any of the Project Site for purposes of sale, lease or financing in any manner that conflicts with the Subdivision Map Act or with the Subdivision Code. Nothing in this Agreement shall prevent the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps so long as such changes do not conflict with the provisions of this Agreement, Applicable Law or with the Approvals.

5.6.3 Developer may elect to have a Future Change to Existing Standards that conflicts with this Agreement applied to the Project or the Project Site (or in the case of a Transferee, to the portion of the Project site owned by the Transferee) by giving the City written notice of its election to have a Future Change to Existing Standards applied, in which case such Future Change to Existing Standards shall be deemed to be an Existing Standard as to the Project or portion of the Project Site, as applicable; provided, however, that if the application of the Future Change to Existing Standards would be a Material Change to the City's obligations under this Agreement, the application of the Future Change to Existing Standards will require the concurrence of any affected City Agencies.

Section 5.7 Impact Fees and Exactions.

5.7.1 Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in Section 5.7, and the City shall not impose any new Processing Fees or Impact Fees and Exactions on the development of the Project or impose new fees or exactions for the right to develop the Project (including required contributions of land,

public amenities or services) except as set forth in this Agreement. The Parties acknowledge that the provisions contained in Section 5.7 are intended to implement the intent of the Parties that Developer have the right to develop the Project pursuant to specified and known criteria and rules, and that the City receive the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties and obligations, except as specifically provided in this Agreement.

5.7.2 Impact Fees and Exactions. During the first fifteen (15) years of the Term, as extended by a Litigation Extension (if any)(the "**15 Year Period**"), (1) the only Impact Fees and Exactions that will apply to the Project will be the Impact Fees and Exactions listed on Exhibit T (the "**Applicable Impacts Fees and Exactions**"), and (2) the rates of the Applicable Impact Fees and Exactions as applied will be subject to annual escalation in accordance with the methodology currently provided in Planning Code Section 409 from the Effective Date to the date that the Applicable Impact Fee and Exaction is paid (the "**Annual Adjustment**"). During the First Extended Term, Developer shall be subject to all increases in the rates of the Applicable Impact Fees and Exactions to the extent that such increases are applied City-Wide; provided, however, that any such increases shall be limited to the lesser of (x) a 10% increase from the applicable rate in place the immediately preceding year, and (y) the rate otherwise generally applicable based on then current City standards. During the First Extended Term, Developer shall also be subject to any new development impact fee that applies to the Project so long as the new fee is (A) generally applicable on a City-Wide Basis for similar land uses, and (B) not redundant of a fee, dedication, or requirement that is imposed under this Agreement; i.e., any fee, dedication, or requirement related to affordable housing, open space, transportation, child care, or sea-level rise. During the Second Extended Term, all Impact Fees and Exactions in effect at the time of assessment shall apply to any development on the Project Site.

5.7.3 Processing Fees. Developer shall pay all Processing Fees in effect, on a City-Wide basis, at the time that Developer applies for a Later Approval for which such Processing Fee is payable in connection with the applicable part of the Project.

Section 5.8 Changes in Federal or State Laws.

5.8.1 City's Exceptions. Notwithstanding any provision in this Agreement to the contrary, each City Agency having jurisdiction over the Project shall exercise its discretion under this Agreement in a manner that is consistent with the public health and safety and shall at all times retain its respective authority to take any action that is necessary to protect the physical health and safety of the public (the "**Public Health and Safety Exception**") or reasonably calculated and narrowly drawn to comply with applicable changes in Federal or State Law affecting the physical environment (the "**Federal or State Law Exception**"), including the authority to condition or deny a Later Approval or to adopt a new Law applicable to the Project so long as such condition or denial or new regulation (i)(a) is limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public, or (b) is required to comply with a Federal or State Law and in each case not for independent discretionary policy reasons that are inconsistent with the Approvals or this Agreement and (ii) is applicable on a City-Wide basis to the same or similarly situated uses and applied in an equitable and non-discriminatory manner. Developer retains the right to dispute any City reliance on the Public Health and Safety Exception or the Federal or State Law

Exception. If the Parties are not able to reach agreement on such dispute following a reasonable meet and confer period, then Developer or City may seek judicial relief with respect to the matter.

5.8.2 Changes in Federal or State Laws. If Federal or State Laws issued, enacted, promulgated, adopted, passed, approved, made, implemented, amended, or interpreted after the Effective Date have gone into effect and (i) preclude or prevent compliance with one or more provisions of the Approvals or this Agreement, or (ii) materially and adversely affect Developer's or the City's rights, benefits or obligations under this Agreement, then such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State Law. In such event, this Agreement shall be modified only to the extent necessary or required to comply with such Law, subject to the provisions of Section 5.8.4, as applicable.

5.8.3 Changes to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute. No amendment of or addition to the Development Agreement Statute which would affect the interpretation or enforceability of this Agreement or increase the obligations or diminish the development rights of Developer hereunder, or increase the obligations or diminish the benefits to the City hereunder shall be applicable to this Agreement unless such amendment or addition is specifically required by Law or is mandated by a court of competent jurisdiction. If such amendment or change is permissive rather than mandatory, this Agreement shall not be affected.

5.8.4 Effect on Agreement. If any of the modifications, amendments or additions described in Section 5.8 would materially and adversely affect the construction, development, use, operation, or occupancy of the Project as currently contemplated by the Approvals, or any material portion thereof, such that the Project, or the applicable portion thereof, becomes economically infeasible (a "**Law Adverse to Developer**"), then Developer shall notify the City and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. If any of the modifications, amendments or additions described in Section 5.8 would materially and adversely affect or limit the Community Benefits (a "**Law Adverse to the City**"), then the City shall notify Developer and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. Upon receipt of a notice under this Section 5.8.4, the Parties agree to meet and confer in good faith for a period of not less than sixty (60) days in an attempt to resolve the issue. If the Parties cannot resolve the issue in sixty (60) days or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. If the Parties remain unable to resolve the issue following such mediation, then either party shall have the right to seek available remedies at law or in equity to maintain the benefit of the bargain or alternatively to seek termination of this Agreement if the benefit of the bargain cannot be maintained in light of the Law Adverse to Developer or Law Adverse to the City.

Section 5.9 No Action to Impede Approvals. Except and only as required under Section 5.8, the City shall take no action under this Agreement nor impose any condition on the Project that would conflict with this Agreement or the Approvals. An action taken or condition imposed shall be deemed to be in conflict with this Agreement or the Approvals if such actions

or conditions result in the occurrence of one or more of the circumstances identified in Section 5.6.1.

Section 5.10 Estoppel Certificates. Developer may, at any time, and from time to time, deliver notice to the Planning Director requesting that the Planning Director certify to Developer, a potential Transferee, or a potential lender to Developer, in writing that to the best of the Planning Director's knowledge: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, and if so amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information; (iii) Developer is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe therein the nature and amount of any such Defaults; and (iv) the findings of the City with respect to the most recent annual review performed pursuant to Section 8.1 (Annual Review). The Planning Director, acting on behalf of the City, shall execute and return such certificate within forty-five (45) days following receipt of the request.

Section 5.11 Existing, Continuing Uses and Interim Uses. The Parties acknowledge that the Existing Uses are lawfully authorized uses and may continue as such uses may be modified by the Project, provided that any modification thereof not a component of or contemplated by the Project is subject to Planning Code Section 178 and the applicable provisions of Article 5 (Vesting and City Obligations). Developer may install interim or temporary uses on the Project Site, which uses must be consistent with those uses allowed under the Project's zoning and the Project SUD.

Section 5.12 Costa-Hawkins Rental Housing Act.

5.12.1 Non-Applicability of Costa-Hawkins Act. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Rental Housing Act, California Civil Code sections 1954.50 et seq. (the "**Costa-Hawkins Act**") provides for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit with a certificate of occupancy issued after February 1, 1995, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (section 1954.52(b)). Based upon the language of the Costa-Hawkins Act and the terms of this Agreement, the Parties agree that the Costa-Hawkins Act does not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. This Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because this Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). The City and Developer would not be willing to enter into this Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code section 1954.52(b) for the reasons set forth in Section 5.12.

5.12.2 General Waiver. Developer, on behalf of itself and all of its successors and assigns of all or any portion of the Project Site, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of this Agreement related to the establishment of the BMR Units under the Costa-Hawkins Act (as the Costa-Hawkins Act may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under Law, the Parties acknowledge that they are important elements of the consideration for this Agreement and the Parties should not have the benefits of this Agreement without the burdens of this Agreement. Accordingly, if Developer challenges the application of this covenant and waiver, then such breach will be an Event of Default and City shall have the right to terminate this Agreement as to the portion of the Project under the ownership or control of Developer.

5.12.3 Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of Section 5.12 in any and all assignment and assumption agreements, and any and all recorded restrictions, for any portion of the Project Site that includes or will include BMR Units.

Section 5.13 Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute or initiate proceedings for any new or increased special tax or special assessment for a land-secured financing district (excluding the Project Special Taxes under the CFD Act contemplated by this Agreement and excluding business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site unless the new district is City-Wide or Developer gives its prior written consent to or requests such proceedings, (ii) Developer and the City shall not take any other action that is inconsistent with the Financing Plan without the other Party's consent, and (ii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted solely at all or any part of the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any portion thereof, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

ARTICLE 6
NO DEVELOPMENT OBLIGATION

Section 6.1 No Development Obligation. There is no requirement that Developer initiate or complete development of the Project, subject to the requirement to provide the Associated Community Benefits (including the Public Improvements and the Privately-Owned Community Improvements) in accordance with this Agreement if Developer elects to Commence Construction and pursue to Completion a particular Development Phase. There is also no requirement that development be initiated or completed within any period of time or in any particular order, subject to the requirements relating to the Associated Community Benefits. The development of the Project is subject to numerous factors that are not within the control of Developer or the City, such as availability of financing, interest rates, access to capital, and similar factors. Except as expressly required by this Agreement, the City acknowledges that Developer may develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment. In *Pardee*

Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), the California Supreme Court ruled that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development and controlling the parties' agreement. It is the intent of the Parties to avoid such a result by acknowledging and providing for the timing of development of the Project in the manner set forth herein. Accordingly, the Parties agree that except for the construction phasing required by Section 3.2, the Plan Documents (including deadlines for the completion of Associated Community Benefits), the Phasing Plan, the Mitigation Measures, and any express construction dates set forth in a Later Approval, (i) Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment, and (ii) that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement, and that without such a right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute, Chapter 56 and this Agreement. Notwithstanding the above, the City retains authority to reject any Developer request for temporary or interim Public Improvement or deferral of the construction of the permanent Public Improvement, and can require permanent Public Improvements with each Development Phase.

Section 6.2 Real Estate Transfers. Upon Developer's request, the City will vacate the streets shown on Exhibit T and transfer fee title to such streets to Developer upon satisfaction of all conditions for vacation and transfer, including Board of Supervisor approval of the vacation as required under the Subdivision Code and any City's receipt of any payments due under Section 6.3. In connection with the Trust Exchange, Developer shall transfer certain real property to the City as generally shown on Exhibit U. The City shall also have the right to accept from Developer temporary or permanent easements, as needed, in a form approved by the applicable City Agency and the City Attorney, for utility lines to be owned by the City. In addition, upon completion of the Public Infrastructure on Developer-owned property that will be owned, maintained and operated by the City, Developer shall transfer fee title to the underlying real property to the City when required under the applicable Public Improvement Agreement. Developer shall prepare all maps and legal descriptions as required to effectuate the proposed real estate transfers subject to the approval of the Director of Property (and, where applicable, the Public Works Director), which will not be unreasonably withheld. Following satisfaction of all conditions to closing, including the vacation and abandonment of any public rights and the relocation of any utilities in such real property, the City shall convey any real property to Developer, by quitclaim deed in the form attached as Exhibit V and Developer shall convey any real property to the City by grant deed in the form attached as Exhibit W. Developer shall accept any City property strictly in its "as is" condition, without representation or warranty, and releases the City from any liability relating to the condition of the Property. Each Party shall have the right to perform physical, title and other customary due diligence before accepting title to exchanged land, and shall have the right to object to the condition of the property, including the environmental condition, in its sole discretion. It shall be a condition precedent to the City's acceptance of any real property that the City obtain title insurance, at Developer's sole cost, in form and from an issuer reasonably acceptable to City in the amount of the fair market value of the land. Developer shall have the right, but not the obligation, to obtain title insurance for the real property that it accepts at Developer's sole cost. If the accepting Party objects to the condition of the real property, including any title exceptions, then the Parties shall meet and confer for a period of thirty (30) days, or such longer period as may be agreed to by the Parties,

to try to reach a reasonable resolution. It is the Parties' intent that Developer shall pay all reasonable costs of remedying any objectionable property condition. If the Parties are not able to reach resolution, then neither Party shall be required to complete the real property transfer.

Section 6.3 Potential Payments for Real Property; Indemnification. If any real property exchange under this Agreement results in a net loss of acreage for the City (not including any submerged lands), then Developer shall pay to the City the fair market value of the real property loss at the time of transfer based on the then-current use of the property so transferred, as determined by appraisal and approved by City's Director of Property. The City shall not be required to pay for any net gain in real property; provided, however, such gain can be applied against future real property transfers for purposes of determining whether there has been a net loss as described above; provided, further, that any such gain shall be considered an Associated Community Benefit. Notwithstanding any such credit against future transfers, the City will not be required to reimburse any payments made for real property in connection with a previous transfer. Developer shall Indemnify the City against any and all Losses relating to real property conveyed by Developer to City under this Agreement, including but not limited to any Loss relating to the presence of hazardous materials in or on the real property at the time of transfer to the City.

Section 6.4 Street Vacations. The Parties acknowledge that all applicable City agencies having jurisdiction have reviewed and approved the proposed street vacation actions as shown on Exhibit T. As a result, the City hereby waives any requirement that the proposed street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC). [*confirm*]

Section 6.5 Public Trust. To effectuate the planned reconfiguration of lands within the Project Site that are or may be held subject to the public trust for commerce, navigation, and fishery (the "**Public Trust**"), the City, acting through the Port, RPD, and the Director of Real Estate, and Developer agree to enter into a separate title settlement, public trust exchange and boundary line agreement with the California State Lands Commission ("**State Lands**") substantially in the form attached as Exhibit X (the "**Public Trust Exchange Agreement**"). The Public Trust Exchange Agreement provides that the Public Trust exchange as described therein (the "**Public Trust Exchange**") shall occur in one phase upon the satisfaction of certain conditions. A map showing the areas that will be removed from the Public Trust and the areas that will become subject to the Public Trust as part of the Public Trust Exchange is attached to the Public Trust Exchange Agreement. The City cannot transfer any lands that are (or may be) presently subject to the Public Trust until the Public Trust is removed from the land under the Exchange Agreement. The City and Developer shall each use reasonable efforts to satisfy the conditions and diligently and timely complete the Public Trust Exchange under the Public Trust Exchange Agreement to achieve a configuration of Public Trust and non-Public Trust lands substantially similar to that set forth in the Public Trust Exchange Agreement as and when needed to enable Developer to develop the Project, provided before closing (i) each Party shall have approved the condition of title and the condition of the real property as set forth in Section 6.2, (ii) the Port and RPD shall have entered into an MOU that defines the roles and responsibilities of each with respect to the lands subject to the Public Trust, and (iii) Developer shall have obtained its first Development Phase Approval. Developer shall initiate and complete, at no cost to the City, all mapping and legal descriptions and take such additional actions as may

be needed to effectuate the Public Trust Exchange. At the Trust Exchange closing, the City shall record an open space covenant in the form of Exhibit M to ensure RPD operation and management for park and open space uses of those portions of the India Basin Open Space and Big Green to be exchanged into the Public Trust and placed under Port jurisdiction. The Parties acknowledge that, in accordance with the Public Trust Exchange Agreement, the governing body of State Lands (the State Lands Commission) must approve the Public Trust Exchange Agreement and certain conditions required by the Exchange Act must be satisfied before closing. Neither Developer nor the City shall engage in any activities that would be reasonably expected to jeopardize the parties' ability to satisfy the conditions for closing as set forth in the Exchange Act or the Public Trust Exchange Agreement. The City shall not be required to complete the Public Trust Exchange if Developer is in Default, or has not completed all mapping, surveys and legal descriptions necessary, or has not paid or committed to pay all costs required to effectuate the closing.

ARTICLE 7
MUTUAL OBLIGATIONS

Section 7.1 Notice of Completion, Revocation or Termination. Within thirty (30) days after any early revocation or termination of this Agreement (as to all or any part of the Project Site), the Parties agree to execute a written statement acknowledging such revocation or termination, signed by the appropriate agents of the City and Developer, and record such instrument in the Official Records. In addition, within thirty (30) days after Developer's request, when one or more Development Phases and all of the Associated Community Benefits and Infrastructure tied to those Development Phases have been completed, the City and Developer shall execute and record a notice of completion in the form attached as Exhibit Y for the applicable property.

Section 7.2 General Cooperation; Agreement to Cooperate. The Parties agree to cooperate with one another to expeditiously implement the Project in accordance with the Approvals, any Later Approvals and this Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of this Agreement, the Approvals and any Later Approvals are implemented. Except for ordinary administrative costs of the City, nothing in this Agreement obligates the City to spend any sums of money or incur any costs other than City Costs or costs that Developer reimburses through the payment of Processing Fees.

7.2.1 Specific Actions by the City. The City actions and proceedings subject to this Agreement shall be through the Planning Department, and/or the affected City Agencies (and when required by applicable Law, the Board of Supervisors), and shall include instituting and completing proceedings for temporary or permanent closing or occupancy, widening, modifying or changing the grades of streets and other necessary modifications of the streets, the street layout, and other public or private rights-of-way, including streetscape improvements, encroachment permits, improvement permits, and any requirement to abandon, remove, and relocate public utilities (and, when applicable, City utilities) as identified in the Approvals and Later Approvals.

7.2.2 Role of Planning Department and RPD. The Parties agree that the Planning Department will act as the City's lead agency to facilitate coordinated City review of applications for Later Approvals relating to development of the Project on the Developer Property, and RPD will act as the City's lead agency to facilitate coordinated City review of applications for Later Approvals relating to development of the Project on the India Basin Open Space and Big Green. As such, Planning Department and RPD staff will, as applicable: (i) work with Developer to ensure that all such applications are technically sufficient and constitute complete applications and (ii) interface with City Agency staff responsible for reviewing any application under this Agreement to ensure that City Agency review of such applications are concurrent and that the approval process is efficient and orderly and avoids redundancies. Public Works shall be the City's lead agency for all actions subject to the Subdivision Map Act.

7.2.3 City Agencies.

(a) Review of Applications. Developer will submit each application for Later Approvals, including Design Review Applications and applications for the design and construction of Public Improvements (including Parks and Open Spaces) and Mitigation Measures, to the applicable City Agencies. Each City Agency, including the Port, PUC, SFMTA, SFFD, Public Works, and MOHCD, will process expeditiously and with due diligence all submissions, applications and requests by Developer for Later Approvals, including all permits, approvals, agreements, plans, and other actions that are necessary to implement the Project. Each City Agency will review submittals made to it for consistency with this Agreement, and will use good faith efforts to coordinate with any other applicable City Agency to determine completeness within thirty (30) days and to provide comments and make recommendations to Developer within sixty (60) days of the City Agency's receipt of the complete application. If the City Agency disapproves an application and Developer subsequently resubmits, the City Agency, will have an additional 30 days for review from receipt of the resubmittal (which period will include consultation with other City Agencies to the extent requested by the City Agency). This procedure will continue until the City Agency approves the amended application.

(b) Review Standards. In considering any application, the City Agencies (i) will not impose requirements or conditions that are inconsistent with this Agreement, or impose new conditions that conflict with the Development Agreement, including any Plan Document or Approval, and (ii) will not disapprove the application or require any revisions to any application based on items that conform to and are consistent with this Agreement, including the Infrastructure Design Exceptions Memo. Any City Agency denial of an application shall include a statement of the reasons for such denial. Developer will work collaboratively with the City Agencies to ensure that such application is discussed as early in the review process as possible and that Developer and the City Agencies act in concert with respect to these matters.

Section 7.3 Third Party Challenges. In the event of any Third-Party Challenge, the Parties shall cooperate in defending against such challenge. The City shall promptly notify Developer of any Third-Party Challenge instituted against the City. Developer shall assist and cooperate with the City at Developer's own expense in connection with any Third-Party Challenge. The City Attorney's Office may use its own legal staff or outside counsel in

connection with defense of the Third-Party Challenge, at the City Attorney's sole discretion. Developer shall reimburse the City for its actual costs incurred in defense of the action or proceeding, including but not limited to the time and expenses of the City Attorney's Office (at the non-discounted rates then charged by the City Attorney's Office) and any consultants; *provided, however*, (i) Developer shall have the right to receive monthly invoices for all such costs, and (ii) Developer may elect to terminate this Agreement, and the Parties will thereafter seek to have the Third-Party Challenge dismissed. Developer shall have no obligation to reimburse any City costs incurred after the date of dismissal. The filing of any Third Party Challenge shall not delay or stop the development, processing or construction of the Project or the issuance of Later Approvals unless the third party obtains a court order preventing the activity.

Section 7.4 Good Faith and Fair Dealing. The Parties shall cooperate with each other and act in good faith in complying with the provisions of this Agreement and implementing the Approvals and any Later Approvals. In their course of performance under this Agreement, the Parties shall cooperate and shall undertake such actions as may be reasonably necessary to implement the Project as contemplated by this Agreement, including such actions as may be necessary to satisfy or effectuate any applicable conditions precedent to the performance of the Community Benefits.

Section 7.5 Permits to Enter City Property. Subject to the rights of any third party, the rights of the public and the City's reasonable agreement on the scope of the proposed work and insurance and security requirements, RPD or the Director of Property, as applicable, shall grant permits to enter City-owned property under their respective jurisdiction, including the Big Green, in the form attached as Exhibit Z, including, without limitation, provisions regarding release, waivers and indemnification in keeping with the City's standard practices, so long as the same is consistent with Applicable Law, and otherwise on commercially reasonable terms, in order to permit Developer to enter City-owned property as necessary to construct the Project or comply with or implement the Approvals or other requirements in this Agreement.

Section 7.6 Other Necessary Acts. Each Party shall use good faith efforts to take such further actions as may be reasonably necessary to carry out this Agreement, the Approvals and any Later Approvals, in accordance with the terms of this Agreement (and subject to all applicable Laws) in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder.

ARTICLE 8
PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

Section 8.1 Annual Review. Pursuant to Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code (as of the Effective Date), at the beginning of the second week of each January following final adoption of this Agreement and for so long as the Agreement is in effect (the "**Annual Review Date**"), the Planning Director shall commence a review to ascertain whether Developer has, in good faith, complied with the Agreement. The failure to commence such review in January shall not waive the Planning Director's right to do so later in the calendar year. The Planning Director may elect to forego an

annual review if no significant construction work occurred on the Project Site during that year, or if such review is otherwise not deemed necessary.

Section 8.2 Review Procedure. In conducting the required initial and annual reviews of Developer's compliance with this Agreement, the Planning Director shall follow the process set forth in this Section 8.2.

8.2.1 Required Information from Developer. Within sixty (60) days following request by the Planning Director, Developer shall provide a letter to the Planning Director explaining, with appropriate backup documentation, Developer's compliance with this Agreement for the preceding calendar year, including, but not limited to, compliance with the requirements regarding Community Benefits. The burden of proof, by substantial evidence, of compliance is upon Developer. The Planning Director shall post a copy of Developer's submittals on the Planning Department's website.

8.2.2 City Report. Within forty (40) days after Developer submits such letter, the Planning Director shall review the information submitted by Developer and all other available evidence regarding Developer's compliance with this Agreement, and shall consult with applicable City Agencies as appropriate. All such available evidence, including final staff reports, shall, upon receipt by the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether Developer has complied with the terms of this Agreement (the "**City Report**"), and post the City Report on the Planning Department's website. If the Planning Director finds that the Developer has not complied with the terms and conditions of this Agreement, then the City may pursue available rights and remedies in accordance with this Agreement and Chapter 56. The City's failure to initiate or to timely complete the annual review shall not be a Default and shall not be deemed to be a waiver of the right to do so at a later date. All costs incurred by the City under Section 8.2 shall be included in the City Costs.

8.2.3 Effect on Transferees. If Developer has effected a Transfer so that its interest in the Project Site has been divided between Developer and Transferees or between or among Transferees, then the annual review hereunder shall be conducted separately with respect to Developer and each Transferee, but there can be no more than one master Developer/Transferee for each Development Phase. If portions of the Project Site are divided within a Development Phase to more than one Developer, then the Developers within the Development Phase shall jointly submit the materials required by this Article 8 and the City review process will proceed as one for the whole Development Phase. Notwithstanding the foregoing, the Planning Commission and Board of Supervisors shall make its determinations and take its action separately with respect to each Developer and each Transferee, as applicable, pursuant to Administrative Code Chapter 56. If the Board of Supervisors terminates, modifies or takes such other actions as may be specified in Administrative Code Chapter 56 and this Agreement in connection with a determination that an individual Developer or a Transferee has not complied with the terms and conditions of this Agreement, such action by the Planning Director, Planning Commission, or Board of Supervisors shall be effective only as to the Party (and its Affiliates) as to whom the determination is made and the portions of the Project Site in which such Party (and its Affiliates) has an interest. In other words, even when the review process is bundled for multiple Developers/Transferees in a Development Phase, any action

determination of noncompliance or default will be made only against the defaulting Party (and its Affiliates).

8.2.4 Default. The rights and powers of the City under Section 8.2 are in addition to, and shall not limit, the rights of the City to terminate or take other action under this Agreement on account of the commission by Developer of a Default.

ARTICLE 9
ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

Section 9.1 Enforcement. As of the date of this Agreement, the only Parties to this Agreement are the City and Developer. Except as expressly set forth in this Agreement (for successors, Transferees and Mortgagees), this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

Section 9.2 Meet and Confer Process; Non-Binding Arbitration. Before sending a notice of default in accordance with Section 9.3, the Party which may assert that the other Party has failed to perform or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than ten (10) business days, to respond to or cure such alleged failure. If the Parties cannot resolve the issue in ten (10) days or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. The meet and confer and non-binding arbitration process shall not be required (i) for any failure to pay amounts due and owing under this Agreement or (ii) if a delay in sending a notice pursuant to Section 9.3 would impair, prejudice or otherwise adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request that such meeting and conference occur within three (3) business days following the request and if, despite the good faith efforts of the requesting Party, such meeting has not occurred within seven (7) business days of such request, then such Party shall be deemed to have satisfied the requirements of this Section 9.2 and may proceed in accordance with the issuance of a notice of default under Section 9.3

Section 9.3 Default. The following shall constitute a "**Default**" under this Agreement: (i) the failure to make any payment within sixty (60) days following notice that such payment was not made when due and demand for compliance; and (ii) the failure to perform or fulfill any other material term, provision, obligation, or covenant of this Agreement and the continuation of such failure for a period of sixty (60) days following notice and demand for compliance. Notwithstanding the foregoing, if a failure can be cured but the cure cannot reasonably be completed within sixty (60) days, then it shall not be considered a Default if a cure is commenced within said 60-day period and diligently prosecuted to completion thereafter. Any notice of default given by a Party shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured (if at all). Notwithstanding any other provision in this Agreement to the contrary, if Developer conveys or transfers some but not all of the Project or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore there is more than one Party that assumes obligations of "Developer" under this Agreement, there shall be no cross-default between the separate Parties that assumed Developer obligations. Accordingly, if a Transferee Defaults, it shall not be

a Default by any other Transferee or Party that owns a different portion of the Project Site; provided, a Developer may be impacted by another Developer's Default based on City's right to withhold certificates of occupancy and Later Approvals as set forth in Section 9.4.2. For purposes of this Article 9, a Party shall include all of its Affiliates who have an ownership interest in a portion of the Project Sites, and therefore any termination or other remedy against that Party may include the same remedy against all such Affiliates.

Section 9.4 Remedies.

9.4.1 Specific Performance. Subject to, and as limited by, the provisions of Sections 9.4.3, 9.4.4, and 9.5, in the event of a Default, the remedies available to a Party shall include specific performance of this Agreement in addition to any other remedy available at law or in equity.

9.4.2 Termination. Subject to the limitation set forth in Section 9.4.4, in the event of a Default, and following a public hearing at the Board of Supervisors regarding such Event of Default and proposed termination, the non-defaulting Party may elect to terminate this Agreement by sending a notice of termination to the other Party, which notice of termination shall state the Default. Any such termination shall be effective upon the date set forth in the notice of termination, which shall in no event be earlier than ninety (90) days following delivery of the notice. Consistent with Sections 9.3 and 12.3, there are no cross-defaults under this Agreement, and therefore if there is more than one "Developer" (as it relates to different parts of the Project Site), then any termination of this Agreement for Default will be limited to the Developer that sent or received the termination notice together with its Affiliates; provided, the foregoing will not limit the City's right to withhold certificates of occupancy or Later Approvals to non-defaulting Developer when (i) the Interim Requirements for affordable housing are not met by an Interim Measurement Date as set forth in the Affordable Housing Plan, or (ii) the Big Green and India Basin Open Space parks are not Completed when required under paragraph 3.7 of the Phasing Plan. The Party receiving the notice of termination may take legal action available at law or in equity if it believes the other Party's decision to terminate was not legally supportable.

9.4.3 Limited Damages. The Parties have determined that except as set forth in this Section 9.4.3, (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a Default hereunder, and (iii) equitable remedies and remedies at law, not including damages but including specific performance and termination, are particularly appropriate remedies for enforcement of this Agreement. Consequently, Developer agrees that the City shall not be liable to Developer for damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: (1) either Party shall have the right to recover actual damages only (and not consequential, punitive or special damages, each of which is hereby expressly waived) for a Party's failure to pay sums to the other Party as and when due under this Agreement, but subject to any express conditions for such payment set forth in this Agreement, (2) the City shall have the right to recover actual damages for Developer's failure to make any payment due under any indemnity in this Agreement, (3) to the extent a court of competent

jurisdiction determines that specific performance is not an available remedy with respect to an unperformed Associated Community Benefit, the City shall have the right to monetary damages equal to the costs that the City incurs or will incur to complete the Associated Community Benefit as determined by the court (less any amounts actually collected by the City in exercising rights to security held by the City), (4) either Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 9.6, and (5) the City shall have the right to administrative penalties or liquidated damages if and only to the extent expressly stated in an Exhibit to this Agreement or in the applicable portion of the San Francisco Municipal Code incorporated into this Agreement. For purposes of the foregoing, "**actual damages**" means the actual amount of the sum due and owing under this Agreement, with interest as provided by Law, together with such judgment collection activities as may be ordered by the judgment, and no additional sums.

9.4.4 City Processing/Certificates of Occupancy. The City shall not be required to process any requests for approval or take other actions under this Agreement during any period in which payments due the City from Developer are past due; provided, however, if Developer has conveyed or transferred some but not all of the Project or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore, there is more than one party that assumes obligations of "Developer" under this Agreement, then the City shall continue to process requests and take other actions as to the other portions of the Project so long as the applicable Developer as to those portions is current on payments due the City. The City shall have the right to withhold certificates of occupancy for a Building or to withhold issuance of Later Approvals in a Development Phase if an Associated Community Benefit within that Development Phase is not completed when required under this Agreement unless Developer provides adequate security for such completion, as determined by the Planning Director (or, for Public Improvements, as determined by the Public Works Director) following consultation with the City Attorney; provided that City shall have the right to withhold issuance of certificates of occupancy or Later Approvals on a Project-wide basis as set forth in Section 9.4.2. Nothing in the foregoing limits City's rights and remedies under this Agreement for Default if Developer fails to initiate a cure and diligently prosecute such cure to completion.

Section 9.5 Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any condition or failure of performance, including a Default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other condition, action or inaction, or cover any other period of time, other than any condition, action or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action or inaction, and the performance of the same or any other term or provision contained in this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

Section 9.6 Attorneys' Fees. Should legal action be brought by either Party against the other for a Default under this Agreement or to enforce any provision herein, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs. For purposes of this Agreement, "**reasonable attorneys' fees and costs**" means the reasonable fees and expenses of counsel to the Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants, and fees billed for law clerks, paralegals, librarians, and others not admitted to the bar but performing services under the supervision of an attorney. The term "**reasonable attorneys' fees and costs**" shall also include, without limitation, all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Agreement, the reasonable fees of attorneys of City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the Law for which the City Attorney's Office's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

ARTICLE 10
FINANCING; RIGHTS OF MORTGAGEES

Section 10.1 Developer's Right to Mortgage. Nothing in this Agreement limits the right of Developer to mortgage or otherwise encumber all or any portion of the Project Site for the benefit of any Mortgagee as security for one or more loans. Developer represents that the only Mortgage on the Project Site is for the benefit of _____. [*need consent and subordination from mortgagee to recorded*]

Section 10.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement (except as set forth in this Section 10.2 and Section 10.5), a Mortgagee, including any Mortgagee who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, or conveyance or other action in lieu thereof, or other remedial action, shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or any part thereof or to guarantee such construction or completion. The foregoing provisions shall not be applicable to any party who, after a foreclosure, conveyance or other action in lieu thereof, or other remedial action, obtains title to some or all of the Project Site from or through the Mortgagee, or any other purchaser at a foreclosure sale other than the Mortgagee itself, on which certain Associated Community Benefits must be completed as set forth in Section 4.1. Nothing in this Section 10.2 or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any Mortgagee or any other person or entity to devote the Project Site or any part thereof to any uses other than uses consistent with this Agreement and the Approvals, nothing in this Section 10.2 shall be deemed to give any Mortgagee or any other person or entity the right to construct any improvements under this Agreement (other than as set forth above for required Community Benefits or as needed to complete improvements that have already begun) unless or until such person or entity assumes Developer's obligations under this Agreement.

Section 10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any

breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each Mortgagee having a Mortgage on the real property which is the subject of the breach or default who has previously made a written request to the City therefor, at the last address of such Mortgagee specified by such Mortgagee in such notice. In addition, if such breach or default remains uncured for the period permitted with respect thereto under this Agreement, the City shall deliver a notice of such failure to cure such breach or default to each such Mortgagee at such applicable address. A delay or failure by the City to provide such notice required by this Section 10.3 shall extend for the number of days until notice is given, the time allowed to the Mortgagee for cure. In accordance with Section 2924b of the California Civil Code, the City requests that a copy of any notice of default and a copy of any notice of sale under any Mortgage be mailed to the City at the address for notices under this Agreement. Any Mortgagee relying on the protections set forth in this Article 10 shall send to the City a copy of any notice of default and notice of sale.

Section 10.4 Mortgagee's Option to Cure Defaults. After receiving any notice of failure to cure referred to in Section 10.3, each Mortgagee shall have the right, at its option, to commence within the same period as the Developer to remedy or cause to be remedied any Default, plus an additional period of: (a) ninety (90) days to cure a monetary Default; and (b) one hundred eighty (180) days to commence to cure a non-monetary event of default which is susceptible of cure by the Mortgagee without obtaining title to the applicable property and thereafter diligently pursue to completion. If an event of default is not cured within the applicable cure period, the City nonetheless shall refrain from exercising any of its remedies with respect to the event of default if, within the Mortgagee's applicable cure period: (i) the Mortgagee notifies the City that it intends to proceed with due diligence to foreclose the Mortgage or otherwise obtain title to the subject property; and (ii) the Mortgagee commences foreclosure proceedings within sixty (60) days after giving such notice, and thereafter diligently pursues such foreclosure to completion; and (iii) after obtaining title, the Mortgagee diligently proceeds to cure those events of default: (A) which are required to be cured by the Mortgagee and are susceptible of cure by the Mortgagee, and (B) of which the Mortgagee has been given notice by the City. Any such Mortgagee or Transferee of a Mortgagee who shall properly complete the improvements relating to the Project Site or applicable part thereof shall be entitled, upon written request made to the Agency, to a Certificate of Completion.

Section 10.5 Mortgagee's Obligations with Respect to the Property. Notwithstanding anything to the contrary in this Agreement, no Mortgagee shall have any obligations or other liabilities under this Agreement unless and until it acquires title by any method to all or some portion of the Project Site (referred to hereafter as "**Foreclosed Property**"). A Mortgagee that, by foreclosure under a Mortgage, acquires title to any Foreclosed Property shall take title subject to all of the terms and conditions of this Agreement, to the extent applicable to the Foreclosed Property, including any claims for payment or performance of obligations which are due as a condition to enjoying the benefits of this Agreement and shall have all of the rights and obligations of Developer under this Agreement as to the applicable Foreclosed Property, including completion of the Associated Community Benefits if and to the extend required under Section 4.1. Upon the occurrence and continuation of an uncured default by a Mortgagee or Transferee in the performance of any of the obligations to be performed by such Mortgagee or Transferee pursuant to this Agreement, the City shall be afforded all its remedies for such uncured default as provided in this Agreement.

Section 10.6 No Impairment of Mortgage. No default by Developer under this Agreement shall invalidate or defeat the lien of any Mortgagee. No foreclosure of any Mortgage or other lien shall defeat, diminish, render invalid or unenforceable or otherwise impair Developer's rights or obligations under this Agreement or constitute a default under this Agreement.

Section 10.7 Cured Defaults. Upon the curing of any event of default by any Mortgagee within the time provided in this Article 10 the City's right to pursue any remedies with respect to the cured event of default shall terminate.

ARTICLE 11
AMENDMENT; TERMINATION; EXTENSION OF TERM

Section 11.1 Amendment or Termination. This Agreement may only be amended with the mutual written consent of the City and Developer; provided that following a Transfer, the City and Developer, or any Transferee, may amend this Agreement as it affects Developer or the Transferee and the portion of the Project Site owned by Developer or the Transferee without affecting other portions of the Project Site or other Transferees. Other than upon the expiration of the Term and except as provided in Sections 2.2, 9.4.2, and 11.2, this Agreement may only be terminated with the mutual written consent of the Parties. Any amendment to this Agreement that does not constitute a Material Change may be agreed to by the Planning Director (and, to the extent it affects any rights or obligations of a City department, with the approval of that City Department). Any amendment that is a Material Change will require the approval of the Planning Director, the Planning Commission and the Board of Supervisors (and, to the extent it affects any rights or obligations of a City department, after consultation with that City department). The determination of whether a proposed change constitutes a Material Change shall be made, on City's behalf, by the Planning Director following consultation with the City Attorney and any affected City Agency.

Section 11.2 Early Termination Rights. Developer shall, upon thirty (30) days prior notice to the City, have the right, in its sole and absolute discretion, to terminate this Agreement in its entirety at any time if Developer does not Commence Construction on any part of the Project Site by the date that is eight (8) years following the Effective Date, as extended by Litigation Delay.

Section 11.3 Termination and Vesting. Any termination under this Agreement shall concurrently effect a termination of the Approvals with respect to the terminated portion of the Project Site, except as to any Approval pertaining to a Building that has Commenced Construction in reliance thereon. In the event of any termination of this Agreement by Developer resulting from a Default by the City and except to the extent prevented by such City Default, Developer's obligation to complete the Associated Community Benefits shall continue as to the Building that has Commenced Construction and all relevant and applicable provisions of this Agreement shall be deemed to be in effect as such provisions are reasonably necessary in the construction, interpretation or enforcement to this Agreement as to any such surviving obligations. The City's and Developer's rights and obligations under this Section 11.3 shall survive the termination of this Agreement.

Section 11.4 Amendment Exemptions. No issuance of a Later Approval, or amendment of an Approval or Later Approval, shall by itself require an amendment to this Agreement. And no change to the Project that is permitted under the Project SUD shall by itself require an amendment to this Agreement. Upon issuance or approval, any such matter shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in the amendment or Later Approval). Notwithstanding the foregoing, if there is any direct conflict between the terms of this Agreement and a Later Approval, or between this Agreement and any amendment to an Approval or Later Approval, then the Parties shall concurrently amend this Agreement (subject to all necessary approvals in accordance with this Agreement) in order to ensure the terms of this Agreement are consistent with the proposed Later Approval or the proposed amendment to an Approval or Later Approval. The Planning Department, together with each affected City Agency, shall have the right to approve changes to the Project, including the Plan Documents, in keeping with its customary practices and the Project SUD, and any such changes shall not be deemed to conflict with or require an amendment to this Agreement or the Approvals so long as they do not constitute a Material Change. Any such change or update to the Plan Documents shall be maintained on file with the Planning Department. If the Parties fail to amend this Agreement as set forth above when required (*i.e.*, when there is a Material Change), however, then the terms of this Agreement shall prevail over any Later Approval or any amendment to an Approval or Later Approval that conflicts with this Agreement.

Section 11.5 Extension Due to Legal Action or Referendum; Excusable Delay; .

11.5.1 Litigation and Referendum Extension. If any litigation is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this Agreement or any Approval (including but not limited to any CEQA determinations or any Later Approvals), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term of this Agreement and all Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a "**Litigation Extension**"). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

11.5.2 Excusable Delay. In the event of an Excusable Delay, the Parties agree to extend the time periods for performance of Developer's obligations impacted by the Excusable Delay. "**Excusable Delay**" means the occurrence of an event beyond a Party's reasonable control which causes such Party's performance of an obligation to be delayed, interrupted or prevented, including, but not limited to: changes in Federal or State Laws; strikes or the substantial interruption of work because of labor disputes; inability to obtain materials; freight embargoes; civil commotion, war or acts of terrorism; inclement weather, fire, floods, earthquakes, or other acts of God; epidemics or quarantine restrictions; Litigation Extension; unforeseen site conditions (including archaeological resources or the presence of hazardous materials); or the failure of any governmental agency, public utility or communication service provider to issue a permit, authorization, consent or approval required to permit construction within the standard or customary time period for such issuing authority following Developer's submittal of a complete application for such permit, authorization, consent or approval, together

with any required materials and any administrative appeals of such permits, authorizations, consents or approvals. Excusable Delay shall not include delays resulting from failure to obtain financing or have adequate funds, changes in market conditions, or the rejection of permit, authorization or approval requests based upon Developer's failure to satisfy the substantive requirements for the permit, authorization or approval request. In the event of Excusable Delay, the Parties agree that (i) the time periods for performance of the delayed Party's obligations impacted by the Excusable Delay shall be strictly limited to the period of such delay, interruption or prevention and the delayed Party shall, to the extent commercially reasonable, act diligently and in good faith to remove the cause of the Excusable Delay or otherwise complete the delayed obligation, and (ii) following the Excusable Delay, a Party shall have all rights and remedies available under this Agreement, if the obligation is not completed within the time period as extended by the Excusable Delay. If an event which may lead to an Excusable Delay occurs, the delayed Party shall notify the other Party in writing of such occurrence as soon as possible after becoming aware that such event may result in an Excusable Delay, and the manner in which such occurrence is likely to substantially interfere with the ability of the delayed Party to perform under this Agreement.

ARTICLE 12
TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

Section 12.1 Permitted Transfer of this Agreement. At any time, Developer shall have the right to convey, assign or transfer all of its right, title and interest in and to all or part of the Project Site (a "**Transfer**") without the City's consent, provided (i) that it also transfers to such party (the "**Transferee**") all of its interest, rights or obligations under this Agreement with respect to such portion of the Project Site (the "**Transferred Property**"), and (ii) there shall not be more than one Developer in an approved Development Phase that assumes responsibility for completion of the Public Improvements in that Development Phase (including the portions of the Big Green and the India Basin Open Space to be completed in that Development Phase but excluding the Transferable Infrastructure intended for completion with Vertical Improvements). Notwithstanding anything to the contrary in this Agreement, if Developer Transfers one or more parcels such that there are separate Developers within the Project Site, then the obligation to perform and complete the Associated Community Benefits for a Development Parcel shall be either (i) the sole responsibility of the applicable Transferee (*i.e.,* the person or entity that is the Developer for the legal parcel on which the Building is located) or (ii) the sole responsibility of the Developer, as set forth in a Development Phase Approval; provided, however, that (A) any ongoing obligations (such as open space operation and maintenance) may be transferred to a residential, commercial or other management association ("**CMA**") on commercially reasonable terms so long as the CMA has the financial capacity and ability to perform the obligations so transferred, and (B) each Developer must, on its own, satisfy the requirements of the Workforce Agreement as applied to its portion of the Project. Multiple Developers must coordinate on the housing data tables and maps as set forth in the Affordable Housing Plan and on the annual review process in Article 8.

Section 12.2 Notice of Transfer. Developer shall provide not less than ten (10) days' notice to the City before any proposed Transfer of its interests, rights and obligations under this Agreement, together with a copy of the assignment and assumption agreement for that parcel (the "**Assignment and Assumption Agreement**"). The Assignment and Assumption

Agreement shall be in recordable form, in substantially the form attached as Exhibit AA (including the indemnifications, the agreement and covenant not to challenge the enforceability of this Agreement, and not to sue the City for disputes between Developer and any Transferee) and any material changes to the attached form will be subject to the review and approval of the Director of Planning, not to be unreasonably withheld or delayed. The Director of Planning shall use good faith efforts to complete such review and grant or withhold approval within thirty (30) days after the Director of Planning's receipt of such material changes. Notwithstanding the foregoing, any Transfer of Community Benefit obligations to a CMA as set forth in Section 12.1 shall not require the transfer of land or any other real property interests to the CMA.

Section 12.3 Release of Liability. Upon recordation of any Assignment and Assumption Agreement (following the City's approval of any material changes thereto if required pursuant to Section 12.2), the assignor shall be released from any prospective liability or obligation under this Agreement related to the Transferred Property, except for obligations retained by the assignor as specified in the Assignment and Assumption Agreement, and the assignee/Transferee shall be deemed to be "Developer" under this Agreement with all rights and obligations related thereto with respect to the Transferred Property. Subject to the City's rights under Section 9.4.2, if a Transferee Defaults under this Agreement, such default shall not constitute a Default by Developer or any other Transferee with respect to any other portion of the Project Site and shall not entitle the City to terminate or modify this Agreement with respect to such other portion of the Project Site.

Section 12.4 Responsibility for Performance. The City is entitled to enforce each and every such obligation assumed by each Transferee directly against the Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert as a defense against the City's enforcement of performance of such obligation that such obligation (i) is attributable to Developer's breach of any duty or obligation to the Transferee arising out of the Transfer or the Assignment and Assumption Agreement or any other agreement or transaction between Developer and the Transferee, including any obligation retained by Developer to complete affordable housing or parks and City's Project-wide rights under Section 9.4.2, or (ii) relates to the period before the Transfer. The foregoing notwithstanding, the Parties acknowledge and agree that a failure to complete a Mitigation Measure, affordable housing, or certain parks may, if not completed, delay or prevent a different party's ability to start or complete a specific Building or improvement under this Agreement if and to the extent the completion of the Mitigation Measure, the affordable housing, or the completion of the park is a condition to the other party's right to proceed, as specifically described in the Mitigation Measure, the Housing Plan and the Phasing Plan, and Developer and all Transferees assume this risk.

Section 12.5 Constructive Notice. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project Site is, and shall be, constructively deemed to have consented to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project Site and undertakes any development activities at the Project Site, is, and shall be, constructively deemed to have consented and agreed

to, and is obligated by all of the terms and conditions of this Agreement (as such terms and conditions apply to the Project Site or applicable portion thereof), whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project Site.

Section 12.6 Rights of Developer. The provisions in this Article 12 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements or licenses to facilitate development of the Project Site, (ii) encumbering the Project Site or any portion of the improvements thereon by any Mortgage, (iii) granting an occupancy leasehold interest in portions of the Project Site, (iv) entering into a joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, or (v) transferring all or a portion of the Project Site pursuant to a foreclosure, conveyance in lieu of foreclosure, or other remedial action in connection with a Mortgage.

ARTICLE 13
DEVELOPER REPRESENTATIONS AND WARRANTIES

Section 13.1 Interest of Developer; Due Organization and Standing. Developer represents that it is the fee owner of the Project Site, with the right and authority to enter into this Agreement. Developer is a _____ limited liability company, duly organized and validly existing and in good standing under the Laws of the State of California. Developer has all requisite power to own its property and authority to conduct its business as presently conducted. Developer represents and warrants that there is no Mortgage, existing lien or encumbrance recorded against the Project Site that, upon foreclosure or the exercise of remedies, would permit the beneficiary of the Mortgage, lien or encumbrance to eliminate or wipe out the obligations set forth in this Agreement that run with applicable land.

Section 13.2 No Inability to Perform; Valid Execution. Developer represents and warrants that it is not a party to any other agreement that would conflict with Developer's obligations under this Agreement and it has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement and the agreements contemplated hereby by Developer have been duly and validly authorized by all necessary action. This Agreement will be a legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

Section 13.3 Conflict of Interest. Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the California Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the Term.

Section 13.4 Notification of Limitations on Contributions. Through execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at

any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

Section 13.5 Other Documents. To the current actual knowledge of _____ and _____, no document furnished by Developer to the City with its application for this Agreement nor this Agreement contains any untrue statement of material fact or omits a material fact necessary to make the statements contained therein, or herein, not misleading under the circumstances under which any such statement shall have been made.

Section 13.6 No Bankruptcy. Developer represents and warrants to the City that Developer has neither filed nor is the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or Laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Developer's knowledge, no such filing is threatened.

ARTICLE 14
MISCELLANEOUS PROVISIONS

Section 14.1 Entire Agreement. This Agreement, including the preamble paragraph, Recitals and Exhibits, and the agreements between the Parties specifically referenced in this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein.

Section 14.2 Incorporation of Exhibits. Except for the Approvals which are listed solely for the convenience of the Parties, each Exhibit to this Agreement is incorporated herein and made a part hereof as if set forth in full. Each reference to an Exhibit in this Agreement shall mean that Exhibit as it may be updated or amended from time to time in accordance with the terms of this Agreement.

Section 14.3 Binding Covenants; Run With the Land. Pursuant to Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and, subject to the provisions of this Agreement, including without limitation Article 12, their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Project Site, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. Subject to the provisions of this Agreement, including without limitation Article 12, all provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants and benefits

running with the land pursuant to applicable Law, including but not limited to California Civil Code Section 1468.

Section 14.4 Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the Laws of the State of California. All rights and obligations of the Parties under this Agreement are to be performed in the City and County of San Francisco, and the City and County of San Francisco shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

Section 14.5 Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both the City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. Each reference in this Agreement to this Agreement or any of the Approvals shall be deemed to refer to this Agreement or the Approvals as amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. In the event of a conflict between the provisions of this Agreement and Chapter 56, the provisions of this Agreement will govern and control.

Section 14.6 Project Is a Private Undertaking; No Joint Venture or Partnership. The development proposed to be undertaken by Developer on the Project Site is a private development. The City has no interest in, responsibility for, or duty to third persons concerning any of said improvements. Developer shall exercise full dominion and control over the Project Site, subject only to the limitations and obligations of Developer contained in this Agreement. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between the City and Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by Developer hereunder. If there is more than one entity that comprises Developer, the obligations and liabilities under this Agreement imposed on each member or entity that comprises Developer shall be joint and several.

Section 14.7 Recordation. Pursuant to the Development Agreement Statute and Chapter 56, the Clerk of the Board of Supervisors shall have a copy of this Agreement recorded in the Official Records within ten (10) days after the Effective Date of this Agreement or any amendment thereto, with costs to be borne by Developer.

Section 14.8 Obligations Not Dischargeable in Bankruptcy. Developer's obligations under this Agreement are not dischargeable in bankruptcy.

Section 14.9 Survival. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect except for any provision which, by its express terms, survive the expiration or termination of this Agreement.

Section 14.10 Signature in Counterparts. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

Section 14.11 Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Either Party to this Agreement may at any time, upon notice to the other Party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To City:

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

with a copy to:

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

To Developer:

_____
[insert address]

Section 14.12 Limitations on Actions. Pursuant to Section 56.19 of the Administrative Code, any decision of the Board of Supervisors made pursuant to Chapter 56 shall be final. Any court action or proceeding to attack, review, set aside, void, or annul any final decision or determination by the Board of Supervisors shall be commenced within ninety (90) days after such decision or determination is final and effective. Any court action or proceeding to attack, review, set aside, void or annul any final decision by (i) the Planning Director made pursuant to Administrative Code Section 56.15(d)(3) or (ii) the Planning Commission pursuant to Administrative Code Section 56.17(e) shall be commenced within ninety (90) days after said decision is final.

Section 14.13 Severability. Except as is otherwise specifically provided for in this Agreement with respect to any Laws which conflict with this Agreement, if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be

invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect unless enforcement of the remaining portions of this Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

Section 14.14 MacBride Principles. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 *et seq.* The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Developer acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

Section 14.15 Tropical Hardwood and Virgin Redwood. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

Section 14.16 Sunshine. Developer understands and agrees that under the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (California Government Code Section 250 *et seq.*), this Agreement and any and all records, information, and materials submitted to the City hereunder are public records subject to public disclosure. To the extent that Developer in good faith believes that any financial materials reasonably requested by the City constitutes a trade secret or confidential proprietary information protected from disclosure under the Sunshine Ordinance and other Laws, Developer shall mark any such materials as such. When a City official or employee receives a request for information that has been so marked or designated, the City may request further evidence or explanation from Developer. If the City determines that the information does not constitute a trade secret or proprietary information protected from disclosure, the City shall notify Developer of that conclusion and that the information will be released by a specified date in order to provide Developer an opportunity to obtain a court order prohibiting disclosure.

Section 14.17 Non-Liability of City Officials and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official or agent of City or other City Parties shall be personally liable to Developer, its successors and assigns, in the event of any Default by City, or for any amount which may become due to Developer, its successors and assigns, under this Agreement.

Section 14.18 Non-Liability of Developer Officers and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, officer, employee, official, partner, employee, or agent of Developer or any affiliate of Developer shall be personally liable to City, its successors and assigns, in the event of any Default by Developer, or for any amount which may become due to City, its successors and assign, under this Agreement.

Section 14.19 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
John Rahaim
Director of Planning

Approved on _____, 2018
Board of Supervisors Ordinance No. _____

Approved:

By: _____
Naomi Kelly, City Administrator

By: _____
Mohammed Nuru, Director of Public Works

DEVELOPER:

_____ LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan, Deputy City Attorney

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Municipal Transportation Agency

The Municipal Transportation Agency of the City and County of San Francisco ("**SFMTA**") has reviewed the Development Agreement to which this Consent to Development Agreement (this "**SFMTA Consent**") is attached. Except as otherwise defined in this SFMTA Consent, initially capitalized terms have the meanings given in the Development Agreement.

By executing this SFMTA Consent, the undersigned confirms that the SFMTA Board of Directors, after considering at a duly noticed public hearing the Infrastructure Plan, the Transportation Plan, and the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, consented to the following:

1. The Development Agreement as it relates to matters under SFMTA jurisdiction, including the Transportation Plan, the Infrastructure Plan (including, without limitation, the Infrastructure Design Exceptions Memo) and the transportation-related Mitigation Measures; and

2. Subject to Developer satisfying SFMTA's requirements and the transportation-related Mitigation Measures for design, construction, testing, performance, training, documentation, warranties and guarantees, that are consistent with the applicable City regulations and applicable State and federal law and the plans and specifications approved by the SFMTA under the terms of the Development Agreement, SFMTA's accepting the SFMTA Infrastructure described in the Infrastructure Plan, including but not limited to the Infrastructure Design Exceptions Memo, and the Transportation Plan that will be under SFMTA jurisdiction.

3. SFMTA has reviewed and approved the proposed street vacation actions as shown on Exhibit T. As a result, SFMTA waives any requirement that the proposed street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC).

4. Delegating to the SFMTA Executive Director any Later Approvals of the SFPUC under the Development Agreement, subject to applicable law including the City's Charter.

5. The SFMTA Board of Directors also directs the SFMTA Executive Director to administer and direct the allocation and use of Transportation Fees in an amount no less than the Total Fee Amount as provided in Exhibit S. [*in what way are we directing use of transportation fees?*]

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

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

By: _____
Ed Reiskin, Executive Director

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

By: _____
Deputy City Attorney

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Public Utilities Commission

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

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

1. The Development Agreement as it relates to matters under SFPUC jurisdiction, including, but not limited to, the Stormwater Management Improvements, Infrastructure Plan (including, without limitation, the Infrastructure Design Exceptions Memo) and the SFPUC-related Mitigation Measures.

2. Subject to Developer satisfying the SFPUC's requirements for construction, operation, and maintenance that are consistent with the Development Agreement, applicable State and federal law, and the plans and specifications approved by the SFPUC under the terms of the Development Agreement (including, without limitation, the Infrastructure Design Exceptions Memo), and meeting the SFPUC-related Mitigation Measures, the SFPUC's accepting and then, subject to appropriation, operating and maintaining SFPUC-related infrastructure.

3. Delegating to the SFPUC General Manager any Later Approvals of the SFPUC under the Development Agreement, including approvals of Development Phase Applications, subject to applicable law including the City's Charter.

4. SFPUC has reviewed and approved the proposed street vacation actions as shown on Exhibit T. As a result, SFPUC waives any requirement that the proposed street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC).

By authorizing this SFPUC Consent, the SFPUC does not intend to in any way limit the exclusive authority of the SFPUC as set forth in Article VIIIB of the City's Charter.

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

By: _____
Harlan Kelly, General Manager

CONSENT TO DEVELOPMENT AGREEMENT
Port Commission

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

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

1. The Development Agreement, Public Trust Exchange Agreement and the Open Space Covenant, each as they relate to matters under Port jurisdiction, including, any Infrastructure, Stormwater Management Improvements, and other Public Improvements planned for land under Port jurisdiction.

2. Developer's Completion of the Parks and Open Spaces as set forth in the Development Agreement.

3. Delegating to the Port Executive Director any Later Approvals of the Port under the Development Agreement, including execution and performance of the Public Trust Exchange Agreement and the Open Space Covenant, subject to applicable law including the City's Charter.

4. The Port Commission has reviewed and approved the proposed street vacation actions as shown on Exhibit T. As a result, the Port Commission waives any requirement that the proposed street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC).

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

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

By: _____
Elaine Forbes, Executive Director

CONSENT TO DEVELOPMENT AGREEMENT
RPD Commission

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

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

1. The Development Agreement, Public Trust Exchange Agreement and the Open Space Covenant, each as they relate to matters under RPD jurisdiction, including, any Infrastructure, Stormwater Management Improvements, and other Public Improvements planned for land that will be operated and maintained by RPD.

2. Developer's Completion of the Parks and Open Spaces as set forth in the Development Agreement.

3. Delegating to the RPD General Manager any Later Approvals of RPD under the Development Agreement, together with execution and performance authority required for the Public Trust Exchange Agreement and the Open Space Covenant, subject to applicable law including the City's Charter.

4. The RPD Commission has reviewed and approved the proposed street vacation actions as shown on Exhibit T. As a result, the RPD Commission waives any requirement that the proposed street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC).

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

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

By: _____
Phil Ginsburg, General Manager

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Fire Department

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

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

2. Subject to Developer satisfying the SFFD's requirements for construction consistent with the Development Agreement and applicable State and federal law, the City's acceptance of Infrastructure Completed by Developer.

3. The SFFD has reviewed and approved the proposed street vacation actions as shown on Exhibit T. As a result, SFFD waives any requirement that the proposed street vacations obtain review and recommendation by the City's interdepartmental Transportation Advisory Staff Committee (TASC).

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

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

By: _____
Fire Chief

By: _____
Fire Marshall

EXHIBIT A

Developer Property Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

EXHIBIT B-1

India Basin Open Space Legal Description

EXHIBIT B-2

The Big Green Legal Description

EXHIBIT C

Public ROWs Legal Description

EXHIBIT D

List of Approvals

Final approval actions by the City and County of San Francisco Board of Supervisors for the India Basin Mixed-Use District Project

1. **Ordinance [_____] (File No. [_____])**: (1) Approving a Development Agreement between the City and County of San Francisco and BUILD Inc.; (2) waiving or modifying certain provisions of the Administrative Code, Planning Code, Subdivision Code, and Zoning Map; and (3) adopting findings under the California Environmental Quality Act, public trust findings, and findings of consistency with the General Plan and Planning Code priority policies.

2. **Ordinance [_____] (File No. [_____])**: Amending the Planning Code and the Zoning Map to add the India Basin Mixed Use Project Special Use District.

3. **Ordinance [_____] (File No. [_____])**: Amending the General Plan to refer to the India Basin Mixed Use Project Special Use District.

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

1. **R No. [_____]: [_____]**: Consenting to a Development Agreement between the City and BUILD, Inc., including a draft Compromise Title Settlement and Land Exchange Agreement for India Basin with the State Lands Commission.

2. **R No. [_____]**: Approving an Open Space Covenant regarding those portions of the India Basin Open Space and Big Green to be exchanged into the Public Trust and placed under SF Port jurisdiction but managed and operated by RPD.

Final and Related Approval Actions of City and County of San Francisco Planning Commission (referenced by Motion Number "M No." or Resolution Number "R No.")

1. **M No. [_____]**: Certifying the Final Environmental Impact Report for the India Basin Mixed-Use District Project.

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

3. **R No. [_____]**: Recommending to the Board of Supervisors approval of the General Plan Amendments.

4. **R No. [_____]**: Recommending to the Board of Supervisors approval of amendments to the Planning Code and a Zoning Map amendment to establish the India Basin Special Use District.

5. **M No. [_____]**: Approving the India Basin Design Standards and Guidelines.

6. **R No. [_____]**: Recommending to the Board of Supervisors approval of a Development Agreement between the City and BUILD Inc.

7. **[R] No. [_____]**: Approving determination that shadows from buildings exceeding 40 feet in height will have no adverse effect on parks subject to Section 295 of the Planning Code.

Final and Related Approval Actions of City and County of San Francisco Recreation and Park Commission (referenced by Motion Number "M No." or Resolution Number "R No.")

1. **[R] No. [_____]**: Approving the Design Standards and Guidelines.

2. **[M] No. [_____]**: Consenting to consultation with RPD's general manager on the effect of the proposed project or variant on shadow on parks subject to Section 295 of the Planning Code.

3. **[R] No.** Consenting to a Development Agreement between the City and BUILD, Inc., including a draft Compromise Title Settlement and Land Exchange Agreement for India Basin with the State Lands Commission.

4. **R No. [_____]**: Approving an Open Space Covenant regarding those portions of the India Basin Open Space and Big Green to be exchanged into the Public Trust and placed under SF Port jurisdiction but managed and operated by RPD.

Final and Related Approval Actions of Other City and County of San Francisco Boards, Commissions, and Departments:

1. San Francisco Municipal Transportation Agency (SFMTA) **Resolution Number [_____]** consenting to a Development Agreement between the City and BUILD Inc., including Transportation Plan and Infrastructure Plan.; and approving the Interagency Cooperation Agreement.

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

EXHIBIT E

Design Standards and Guidelines

Exhibit F

Housing Plan

EXHIBIT G

Infrastructure Plan

EXHIBIT H

Land Use Plan

EXHIBIT I

MMRP

EXHIBIT J

Parks and Open Space Plan

EXHIBIT K

Phasing Plan

EXHIBIT L

Privately-Owned Community Improvements

EXHIBIT M

WHEN RECORDED MAIL TO: City and County of San Francisco Department of Real Estate 25 Van Ness Avenue, Suite 400 San Francisco, California 94112 Free recording requested pursuant to Government Code Section 27383 by the City and County of San Francisco	

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DECLARATION OF OPEN SPACE COVENANT

This Declaration of Open Space Covenant (this "Declaration") is made as of [*date*], 2018, by the City and County of San Francisco, a municipal corporation (the "City"), acting by and through the Department of Real Estate, the Recreation and Park Commission ("RPD") and the Port Commission ("the Port").

The City owns various open space parcels commonly known as 900 Innes Avenue, India Basin Shoreline Park and the India Basin Open Space. In connection with a mixed use development project including approximately XXX residences (the "Project"), Build Inc., a _____ ("Master Developer"), has conveyed or will convey approximately __ acres of land to the City to facilitate the improvement and expansion of these open space parcels. The City intends to create an integrated waterfront park, including both land previously owned by the City as well as land dedicated to the City by Master Developer, as generally shown in Exhibit A (the "India Basin Park").

In connection with the Project, the City entered into a Public Trust Exchange and Title Settlement Agreement [dated XXXX] with the State of California and recorded as Document No. ____on _____ (the "Exchange Agreement") to place the public trust for purposes of commerce, navigation and fisheries (the "Public Trust") on certain public property and to remove the Public Trust and any Public Trust claims from certain development parcels retained by Developer. Under the Exchange Agreement, the City is placing the Public Trust on that portion of the India Basin Park property described in Exhibit B (the "Land").

The City makes this Declaration to ensure that the Land continues as park and open space subject to the Public Trust in perpetuity, and to confirm the role of RPD and the Port in the use, operation and maintenance of the Land.

The City declares that the Land will be subject to the following restrictions:

1. As part of the Project, the Land shall be improved and become a part of the India Basin Park. The City agrees to maintain the Land as park and open space, subject to the Public Trust. Port shall be trustee of the Public Trust, with the right to ensure that all uses and

operations are consistent with the Public Trust. Non-recreational uses of the Land shall not be allowed except to the extent consistent with the City's Charter and the Public Trust.

2. RPD shall operate and maintain the India Basin Park, including the Land. RPD shall have the right to enter into management, landscaping, programming and other contracts relating to the Land or to perform such work directly by RPD staff. All funding for India Basin Park maintenance and operations shall be managed by and through RPD.

3. If RPD proposes material alterations to the Land or to uses of the Land, RPD shall notify the Port of the proposed alterations or uses so as to give the Port an opportunity to ensure that the alterations or uses, as applicable, are consistent with the Public Trust. The Port may not object to any alteration or use except to the extent it is inconsistent with the Public Trust.

4. Upon the Port's request, RPD staff will provide such information as may be requested by the Port to verify that the uses and operations of the Land are not inconsistent with the Pubic Trust. RPD staff and Port staff shall met and confer as needed to ensure the requirements of this Declaration are being satisfied at all times.

5. This Declaration shall remain in effect unless terminated by the City. This Declaration cannot be amended or terminated without the prior consent of the RPD Commission, the Port Commission, and the City's Board of Supervisors, each in their sole discretion following a duly noticed public hearing.

6. This Declaration constitutes a covenant that runs with the Land, binding all future owners and users of the Land, unless expressly terminated as set forth above.

7. Nothing in this Declaration shall be deemed to be a gift to the general public or to give any person or entity, other than the City, the right to enforce this Declaration. There are no third party beneficiaries to this Declaration. Any enforcement shall be by specific performance, without the right to monetary damages or compensation.

8. This Declaration shall be governed by, and construed in accordance with, the laws of the State of California and the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, operating by and through the Department of Real Estate Real Estate

By: _____
Andrico Penick, Director of Property

Authorized by Board of Supervisors Resolution No. __
Adopted _____, 2018

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

By: _____
Elaine Forbes, Executive Director

Authorized by Port Resolution No. _____
Adopted _____, 2018

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

By: _____
Phil Ginsburg, Executive Director

Authorized by RPD Resolution No. _____
Adopted _____, 2018

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

By: _____
Deputy City Attorney

EXHIBIT N

Design Review of RPD Park Parcels

Applications. Developer will submit to RPD an application for the schematic design of each Park Parcel (each, a "**Schematic Design Application**") at such time as Developer reasonably determines necessary to meet the requirements for Completion under the Development Agreement. Each Schematic Design Application will include the following information:

(a) A written narrative describing the overall conceptual design, including the park program, design elements, and facilities provided for the Parks and Open Space;

(b) An illustrative site plan to scale showing;

(i) Conceptual circulation systems (vehicular, bicycle and pedestrian) including parking;

(ii) Conceptual grading and drainage;

(iii) Generalized locations of active and passive recreational areas; park elements and facilities;

(iv) Generalized locations and conceptual layout for landscaping and hardscape areas, including tree planting and any stormwater treatment areas; and

(v) Generalized locations for furnishings, lighting, public art, signage, comfort facilities, stairs, ramps, and railing;

(c) Illustrative sections and perspectives representative of the overall conceptual design, including key relationships between programmatic areas, design elements, and defining park features and facilities; and

(d) Image "boards" showing proposed concepts, detailed studies and/or precedents for site furnishings, paving materials, site architectural elements, lighting, public art, signage, comfort facilities, stairs, ramps and railings, tree species (and alternate species), and species palette concepts for major landscaping areas.

RPD Review. RPD staff will review each Schematic Design Application for completeness, which means the Schematic Design Application includes all documents and materials in such detail as is required hereunder. RPD will make its determination of completeness within thirty (30) days after submittal and will advise Developer in writing of any deficiencies. The RPD Director will promptly review and either approve or disapprove, or conditionally approve, the Schematic Design Application. Each Schematic Design Application will be approved if, in the reasonable judgment of the RPD Director, the Schematic Design Application meets all of the requirements of, and is consistent with, the applicable Plan Documents and Approvals, including this Agreement and the Design Guidelines. The RPD Director will not (i) disapprove any Schematic Design Application on the basis of any element that conforms to and is consistent with the Plan Documents and

Approvals; or (ii) impose conditions that conflict with the Plan Documents and Approvals. In the event of a disapproval, the RPD Director will notify Developer of the reasons for the disapproval and the items that must be changed or augmented in order to obtain approval. Thereafter, Developer may re-submit a revised Schematic Design Applications to the RPD Director that will address the RPD Director's reasons for disapproval.

EXHIBIT O

Transportation Plan/TDM

EXHIBIT P

Workforce Agreement

EXHIBIT Q

Map of Public Improvements

EXHIBIT R

Financing Plan

EXHIBIT S

List of Applicable Impact Fees and Extractions

EXHIBIT T

Map Showing Streets to be Vacated and Transferred to Developer

EXHIBIT U

Map Showing Land Transfers

EXHIBIT V

Form of Quitclaim Deed

EXHIBIT W

Form of Grant Deed

EXHIBIT X

Public Trust Exchange Agreement

EXHIBIT Y

Form of Notice of Completion and Termination

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: _____ [_____] [address]_____ _____ _____ Attn: _____	

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

THIS NOTICE OF COMPLETION OF BUILDING AND COMMUNITY BENEFITS (this "Notice") dated for reference purposes only as of this _____ day of _____, 20__, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), acting by and through its Planning Department, and [_____, a _____ limited liability corporation] ("Developer") [*substitute party, if needed*].

1. The City and Developer entered into that certain Development Agreement dated as of _____, and recorded in the Official Records of the City And County of San Francisco on _____, as Document Number _____ (Book No. ___, Reel No. _____) (the "Development Agreement"). Capitalized terms used in this Notice that are not defined shall have meaning given to such terms in the Development Agreement.

2. Under Section 7.1 of the Development Agreement, when a Development Phase has been completed, including all of the Associated Community Benefits within that Development Phase , the City agreed to execute and record a notice of completion as it relates to the applicable Development Phase.

3. The City confirms that the Development Phase located on the property described in the attached Exhibit A (the "Affected Property") has been completed in accordance with the Development Agreement. All parties with an interest in the Affected Property have the right to rely on this Notice.

CITY:	Approved as to form:
CITY AND COUNTY OF SAN FRANCISCO, municipal corporation	[DENNIS J. HERRERA], City Attorney
By: _____ Director of Planning	By: _____ Deputy City Attorney

EXHIBIT Z

Form of Permits to Enter City Property

EXHIBIT AA

Form of Assignment and Assumption Agreement

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO
(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)

AND WHEN RECORDED MAIL TO:

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

[Note: Need to add language for City's Section 9.4.2

ASSIGNMENT AND ASSUMPTION AGREEMENT

RELATIVE TO DEVELOPMENT AGREEMENT FOR [_____]

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Assignment**") is entered into this _____ day of _____, 20__, by and between_____, a _____ ("**Assignor**") and _____, a _____ ("**Assignee**").

RECITALS

A. [_____], a _____ and the City and County of San Francisco, a political subdivision and municipal corporation of the State of California (the "**City**"), entered into that certain Development Agreement (the "**Development Agreement**") dated as of _____, 201[_] for reference purposes, with respect to certain real property owned by Assignor, as such property is more particularly described in the Development Agreement (the "**Project Site**"). The Development Agreement was recorded in the Official Records of the City and County of San Francisco on _____ as Document No. _____.

B. The Development Agreement provides that Developer (Assignor) has the right to: (i) Transfer all or a portion of the Project Site, (ii) assign all of its rights, title, interest and obligations under the Development Agreement to a Transferee with respect to the portions of the Project Site transferred to the Transferee, and (iii) upon the recordation of an approved Assignment and Assumption Agreement, to be released from any prospective liability or obligation under the Development Agreement related to the Transferred Property as set forth in Section 12.3 of the Development Agreement.

C. Assignor intends to convey certain real property as more particularly identified and described on Exhibit A attached hereto (hereafter the "**Transferred Property** ") to Assignee. The Transferred Property is subject to the Development Agreement.

D. Assignor desires to assign and Assignee desires to assume Assignor's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Transferred Property, as more particularly described below.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

2. Assignment of Development Agreement. Assignor hereby assigns to Assignee, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including any Community Benefits that are tied to Buildings on the Transferred Property. Assignor retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other portions of the Project Site owned by Assignor.

3. Assumption of Development Agreement. Assignee hereby assumes, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including its associated Community Benefits, and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement with respect to the Transferred Property, and to be subject to all the terms and conditions thereof with respect to the Transferred Property. The parties intend that, upon the execution of this Assignment and conveyance of the Transferred Property to Assignee, Assignee shall become the "Developer" under the Development Agreement with respect to the Transferred Property.

4. Reaffirmation of Indemnifications. Assignee hereby consents to and expressly reaffirms any and all indemnifications of the City set forth in the Development Agreement, including without limitation Section 4.7 of the Development Agreement.

5. Housing Obligations. Assignee has read and understands the obligations set forth in Development Agreement Exhibit F as they relate to the Transferred Property. Without limiting the foregoing, Assignee agrees (1) to the terms and provisions of Exhibit F, including the indemnities, waivers and releases set forth therein, and (2) that the Development Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because it is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). Assignee understands that the City would not have been willing to enter into the Development Agreement without the provisions of Exhibit F.

6. Multiple Developers. Assignee understands that certain obligations under the Developer Agreement are measured on a Project-wide basis, including the Completion of affordable housing under the Affordable Housing Plan and of the Big Green and the India Basin Open Space under the Phasing Plan. If these elements of the Project are not Completed when required, City has the right to withhold withhold certificates of occupancy and Later Approvals throughout the Project as set forth in Development Agreement Section 9.4.2. Assignee understands these provisions, and agrees that it shall have no rights against City for good faith reliance on these remedies. Assignee indemnifies and agrees to defend the City against any claim by another Developer under the Development Agrement that is based on City's exercise of its Section 9.4.2 remedy resulting from a Default by Assignee.

7. Assignee's Covenants. Assignee hereby covenants and agrees that: (a) Assignee shall not challenge the enforceability of any provision or requirement of the Development Agreement; (b) Assignee shall not sue the City in connection with any and all disputes between Assignor and Assignee arising from this Assignment or the Development Agreement, including any failure to complete all or any part of the Project by any party; and (c) Assignee shall indemnify the City and its officers, agents and employees from, and if requested, shall defend them against any and all Losses resulting directly or indirectly from any dispute between Assignor and Assignee arising from this Assignment or the Development Agreement.

8. Binding on Successors. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

9. Notices. The notice address for Assignee under Section 14.11 of the Development Agreement shall be:

_____
_____
_____
Attn: _____

With copy to:

_____
_____
_____
Attn: _____

10. Counterparts. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

11. Governing Law. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

[insert signature block]

ASSIGNEE:

[insert signature block]

Exhibit ____

FINANCING PLAN

(INDIA BASIN)

FINANCING PLAN
(INDIA BASIN)

This FINANCING PLAN (India Basin) (the "**Financing Plan**") implements and is part of the Development Agreement. As used in this Financing Plan, capitalized terms used herein have the definitions given to them in Section 3.2.

1. OVERVIEW

1.1 Project Purposes

(a) Purpose of Financing Plan. The purpose of this Financing Plan is to establish the contractual framework for mutual cooperation between the City and Developer necessary to implement the Project. Accordingly, City shall take all actions reasonably necessary, and Developer shall cooperate reasonably with the efforts of:

(i) City to form the requested CFD, adopt the RMA, levy Facilities Special Taxes and Services Special Taxes within the CFD, and issue CFD Bonds to pay, as applicable, Qualified Project Costs, Ongoing Maintenance Services, and, when authorized pursuant to Section 2.8, Additional Community Facilities.

(ii) City to finance Baseline Maintenance Services without Services Special Taxes and Ongoing Maintenance Services with Services Special Taxes in the manner described in this Financing Plan.

2. COMMUNITY FACILITIES DISTRICT FINANCING

2.1 Formation of the CFD

(a) Formation. Developer shall submit a petition to the City for formation of the CFD over the Project Site so that the CFD is established by the Board of Supervisors before issuance by City of the first tentative subdivision map for the Project. City shall establish the CFD pursuant to this Financing Plan upon the submission by the Developer of such petition. Developer acknowledges that the CFD Goals will prevail over any inconsistent terms in this Financing Plan, unless the Board of Supervisors in its sole discretion approves a waiver of the CFD Goals. The CFD may include separate tax zones, consistent with the Development Phases under the Development Agreement. In addition, Developer and City may mutually agree to identify property for future annexation and additional public capital facilities for the Project to be financed under the CFD Act in the CFD formation proceedings. So long as such CFD complies in all material respects with the terms and conditions set forth in this Financing Plan, Developer agrees to vote in favor of the formation of the CFD, and shall not transfer any portion of the Project Site before formation of the CFD

without the Transferee expressly agreeing to also vote in favor of the formation of the CFD consistent with this Section and the Financing Plan.

(b) Taxable Parcels. Developer and City intend that Project Special Taxes will be levied against all Taxable Parcels for the purposes described in this Financing Plan and agree that all Exempt Parcels will be exempt from Project Special Taxes.

(c) Petition.

(i) Developer shall petition City under the CFD Act to establish the CFD over the Project Site. In its petition, Developer may include proposed specifications for the CFD, including Facilities Special Tax rates, Services Special Tax rates and any proposed tax zones within the CFD, the identity of any property to be annexed into the CFD at a later date (if any). In its petition, the Developer shall have the discretion to propose Project Tax Rates, subject to compliance with Section 2.3(d).

(ii) Following City's receipt of a petition, Developer and City will meet with City's public financing consultants to determine reasonable and appropriate terms of the proposed CFD as set forth in Developer's petition to the extent consistent with this Financing Plan.

(d) Authorized Uses. The CFD shall be authorized to finance Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services, irrespective of the geographic location of the improvements financed or maintained.

(e) Joint Community Facilities Agreements. Under the CFD Act, City may be required to enter into a joint community facilities agreement with another Governmental Entity that will own or operate any of the authorized improvements. City and Developer agree that they will take all steps necessary to procure the authorization and execution of any required joint community facilities agreement with a Governmental Entity other than City before the issuance of any CFD Bonds that will finance authorized improvements that will be owned or operated by such Governmental Entity other than City.

(f) Notice of Special Tax Lien. Project Special Taxes will be secured by recordation in the Official Records of continuing liens against all Taxable Parcels in the CFD.

2.2 Scope of CFD-Financed Costs

(a) Authorized Costs. The CFD may finance only Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services.

2.3 Parameters of CFD Formation

(a) Cooperation. Developer and City agree to cooperate reasonably in developing the RMA for the CFD that is consistent with this Financing Plan and, to the

extent consistent with this Financing Plan, Developer's petition. Developer and City will each use good-faith reasonable efforts at all times to furnish timely to the other, or to obtain and then furnish to the other, any information necessary to develop the RMA, such as legal boundaries of the property to be included and Developer's plans for the types, sizes, numbers, and timing for construction of Buildings, within the CFD.

(b) RMA Consultants and Approval. The RMA for the CFD will be: (i) developed by City's special tax consultant, in consultation with Developer and City's staff and other consultants; (ii) consistent with Developer's petition to the extent consistent with this Financing Plan; and (iii) subject to approval of the Board of Supervisors in the resolution of formation. Project Special Taxes on any Taxable Parcel must not exceed any applicable maximum or minimum rate specified in the CFD Goals and this Financing Plan, unless otherwise approved by the Board of Supervisors and Developer.

(c) Priority Administrative Costs. In the formation process for the CFD, City and Developer will agree on the amount of annual CFD administrative costs that will have first priority for payment by Project Special Taxes based on: (i) actual administration costs of other community facilities districts of the City; and (ii) the CFD's complexity and size.

(d) Project Special Taxes. The RMA will create two categories of special taxes: the Facilities Special Tax and the Services Special Tax. The RMA shall specify Facilities Special Tax rates and Services Special Tax rates for Developed Property. [The Project Special Tax rates for Developed Property may vary based on sizes, densities, types of Buildings to be constructed, and other relevant factors when the CFD is formed. The RMA will establish Facilities Special Tax rates assuming that any First Tranche CFD Bonds issued will have a debt service coverage-ratio of one hundred ten percent (110%), unless City and Developer approve a higher ratio to market the First Tranche CFD Bonds effectively][discuss] The RMA shall also establish Facility Special Tax rates for Undeveloped Property. There shall be no levy of Services Special Taxes on Undeveloped Property. In its petition, the Developer shall have the discretion to propose Project Tax Rates that are consistent with the following:

(i) The Total Tax Obligation that results from the Developer's selection of the Project Special Tax rates (the "**Developer-Selected Percentage**") shall not exceed 1.75% (the "**1.75% Ceiling**") based on projected sales prices and calculated at the time of the resolution of intention to form the CFD,

(ii) (A) the Services Special Tax rates on Taxable Parcels, based on projected sales prices and calculated at the time of the resolution of intention to form the CFD, may not be lower than necessary to generate $1,500,000 for Ongoing Maintenance Services in Fiscal Year 2018-19 dollars, and (B) the Services Special Tax on commercial Taxable Parcels shall not be less than $0.60 per square foot in Fiscal Year 2018-19 dollars (the "**Base Services Special Tax Rate**"),

(iii) the Facilities Special Tax rates on residential properties may

not be lower than (A) 0.55% of value based on projected sales prices and calculated at the time of the resolution of intention to form the CFD less (B) the Base Services Special Tax Rate, and

(iv) the Facilities Special Tax rates on commercial parcels shall not be lower than $1.20 per square foot in Fiscal Year 2018-19 dollars (together the Facilities Special Tax rates in clauses (iii) and (iv) constitute the "**Base Facilities Special Tax Rate**").

In the event of a conflict between the 1.75% Ceiling and the Base Special Tax Rates, the parties agree that the Base Special Tax Rates shall be maintained.

(e) Escalation of Special Tax Rates. For the Facilities Special Tax, the RMA will provide for annual increases in the Facilities Special Tax rates of 2% annually. For the Services Special Tax, the RMA shall provide for annual increases that shall be the lesser of (i) the percentage change in CPI or some other acceptable index, or (ii) 5%.

(f) Priority for Annual Levy of Facilities Special Taxes. The RMA will provide for the levy of Facilities Special Taxes at the maximum Facilities Special Tax rate beginning in the initial year of the levy and continuing for a period of time determined by the City. Thereafter, the City shall levy Facilities Special Taxes each remaining year of its term to fund debt service (not including capitalized interest), administrative costs, Qualified Project Costs, Ongoing Maintenance Costs and, when authorized pursuant to Section 2.8, Additional Community Facilities to be financed by the CFD (collectively, the "**Facilities Special Tax Requirement**") according to the priorities set forth in the Indenture, until the Facilities Special Tax Requirement is fully satisfied. The RMA must reflect the priorities set forth below:

(i) First, Facilities Special Taxes will be levied on each Taxable Parcel of Developed Property up to the maximum Facilities Special Tax rate, regardless of whether City has issued CFD Bonds or the debt service requirements for any existing CFD Bonds, before applying any capitalized interest.

(ii) Second, to the extent the funds to be collected under clause (i) will not be sufficient to satisfy the Special Tax Requirement in full after application of any capitalized interest, Facilities Special Taxes will be levied proportionately on each Taxable Parcel of Undeveloped Property, up to one hundred percent (100%) of the applicable maximum Facilities Special Tax rate until the Special Tax Requirement (excluding Ongoing Maintenance Costs) is satisfied.

(g) Use of Remainder Taxes.

(i) Developer and City contemplate that, within the CFD, Qualified Project Costs will be paid from Remainder Taxes both before and after the issuance of CFD Bonds for the CFD and after the final maturity of any CFD Bonds for the CFD. Accordingly, the RMA will provide that Remainder Taxes may be used to finance

Qualified Project Costs, Ongoing Maintenance Costs and Additional Community Facilities. Annually, on or before October 1 of each year, the City shall deposit Remainder Taxes in the Remainder Taxes Project Account for the CFD.

(ii) Prior to the CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account shall be applied to pay Qualified Project Costs and Ongoing Maintenance Costs, with Remainder Taxes used to reimburse the Developer for Qualified Project Costs before the Remainder Taxes are used for Ongoing Maintenance Services. After the CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account shall be applied to finance Additional Community Facilities and Ongoing Maintenance Costs at the discretion of the City.

(h) No Pledge for Debt Service. Remainder Taxes deposited in the Remainder Taxes Project Account will not be deemed or construed to be pledged for payment of debt service on any CFD Bonds, and neither Developer nor any other Person will have the right to demand or require that City or Fiscal Agent, as applicable, use funds in the Remainder Taxes Project Account to pay debt service. Prior to the CFD Conversion Date, any amounts in the Remainder Taxes Project Account that are not needed to pay a requisition from the Developer that has been approved for reimbursement of Qualified Project Costs may be used by the City to pay debt service on any CFD Bonds, CFD administrative costs or replenish a debt service reserve account for any CFD Bonds.

(i) Prepayment. The RMA will include provisions allowing a property owner within the CFD that is not in default of its obligation to pay Facilities Special Taxes to prepay Facilities Special Taxes in full or in part based on a formula that will require payment of the property owner's anticipated total Facilities Special Tax obligation; provided. Prepaid Facilities Special Taxes will be placed in a segregated account in accordance with the applicable Indenture. The RMA and the Indenture will specify the use of prepaid Facilities Special Taxes. The Services Special Tax may not be prepaid.

(j) Amendment to RMA. The RMA must be consistent with this Financing Plan. Nothing in this Financing Plan will prevent an amendment of the RMA for the CFD under its terms or under Change Proceedings as described in this Financing Plan.

(k) Reducing Facilities Special Tax Rates Before Issuance of First Tranche CFD Bonds. The RMA shall contain a provision that allows Developer to request that the Total Tax Obligation be recalculated and Facilities Special Tax rates be reduced (subject to City consent, not to be reasonably withheld) before any First Tranche CFD Bonds are issued so that the Total Tax Obligation does not exceed the Developer-Selected Percentage based on the actual or projected sales prices of Taxable Parcels at the time of recalculation, but only as long as such reduction does not reduce the Services Special Tax rates below the Base Services Special Tax Rate or the Facilities Special Tax rates below the Base Facilities Special Tax Rate. Subject to the CFD Act, but only if expressly permitted and defined in the RMA, after consultation with Developer regarding its request, City may elect to reduce Facilities Special Tax

rates in the CFD administratively without the vote of the qualified CFD electors before First Tranche CFD Bonds for the CFD are issued, but only as long as such reduction does not reduce the Facilities Special Tax rates below the Base Facilities Special Tax Rate. If expressly permitted and defined in the RMA, a reduction in one taxing category does not have to be proportionate to the reduction in any other taxing category (i.e., disproportionate reductions may be expressly allowed in the RMA). If the maximum Facilities Special Tax rate is permanently reduced, City will record timely an appropriate instrument in the Official Records.

2.4 Issuance of CFD Bonds

(a) Issuance. Subject to approval of the Board of Supervisors, City, on behalf of the CFD, intends to issue First Tranche CFD Bonds for purposes of this Financing Plan, but only upon the written request of the Developer. Developer may submit written requests that City issue First Tranche CFD Bonds, specifying requested issuance dates, amounts, and main financing terms. Following Developer's request, Developer and City will meet with City's public financing consultants to determine reasonable and appropriate issuance dates, amounts, and main financing terms that are consistent with this Financing Plan.

(b) Payment Dates. So that Remainder Taxes may be calculated on the same date for all CFD Bonds, each issue of CFD Bonds shall have interest payment dates of March 1 and September 1, with principal due on September 1.

(c) Value-to-Lien Ratio. The appraised or assessed value-to-lien ratio required for each First Tranche CFD Bond issue will be three to one (3:1), unless otherwise required by the CFD Act or the mutual agreement of Developer and City.

(d) Coverage Ratio. All First Tranche CFD Bonds will have a debt service coverage-ratio of one hundred ten percent (110%), unless otherwise agreed to by City and Developer.

(e) Term. Subject to Section 2.8, First Tranche CFD Bonds will have a term of not less than thirty (30) years and not more than forty (40) years unless Developer and City agree otherwise.

(f) Second Tranche CFD Bonds. After the CFD Conversion Date for the CFD, City has the right in its sole discretion to issue Second Tranche CFD Bonds in the CFD as set forth in this Financing Plan.

2.5 Use of Proceeds

(a) First Tranche CFD Bond Proceeds. Subject to Tax Laws, the CFD Act, and the CFD Goals, First Tranche CFD Bond proceeds will be used in the following order of priority: (i) to fund required reserves and pay costs of issuance; (ii) to fund capitalized interest amounts, if any is requested by the Developer; and (iii) to pay outstanding Qualified Project Costs and, when authorized pursuant to Section 2.8(b), outstanding Additional Community Facilities. Any First Tranche CFD Bond proceeds

remaining after the deposits required by the preceding clauses (i) and (ii) will be deposited into the CFD Bonds Project Account as designated in the Indenture .

(b) Qualified Project Costs; Additional Community Facilities. By this Financing Plan, City pledges the proceeds of First Tranche CFD Bonds on deposit in CFD Bonds Project Accounts or as otherwise provided in the applicable Indenture and, subject to Sections 2.3(g), all Remainder Taxes on deposit in the Remainder Taxes Project Account to finance Qualified Project Costs and, when authorized pursuant to Section 2.8, Additional Community Facilities. In furtherance of this pledge, City shall levy Facilities Special Taxes in each Fiscal Year in strict accordance with the RMA and this Financing Plan.

(c) Priority of Proceeds Prior to CFD Conversion Date. Subject to Tax Laws and the CFD Act, prior to the CFD Conversion Date, the proceeds of First Tranche CFD Bonds and Remainder Taxes shall be applied for the following purposes in the following priority:

(i) Qualified Project Costs and, when authorized pursuant to Section 2.8(b), outstanding Additional Community Facilities;

(ii) For repair and replacement of improvements that comprise Project Costs; and

(iii) To be held as a reserve for Additional Community Facilities.

(d) Prohibited Uses of Proceeds. Prior to the CFD Conversion Date, the proceeds of First Tranche CFD Bonds and Remainder Taxes shall not be used to finance all or any part of (i) 900 Innes, (ii) India Basin Shoreline Park, or (iii) any Ongoing Maintenance Services.

2.6 Miscellaneous CFD Provisions

(a) Change Proceedings. Subject to the limitations in this Financing Plan, Tax Law and the CFD Act, and so long as the proposed changes do not adversely affect the issuance or amount of Second Tranche CFD Bonds or the application, timing of receipt, or overall amount of Remainder Taxes to pay Additional Community Facilities pursuant to Section 2.8, City will not reject unreasonably Developer's request to conduct Change Proceedings under the CFD Act to: (i) make any changes to the RMA, including amending the rates and method of apportionment of Facilities Special Taxes (subject to maintaining the Base Special Tax Rates and not exceeding the 1.75% Ceiling); (ii) increase or decrease the authorized bonded indebtedness limit within the CFD; (iii) annex property into the CFD; (iv) add additional public capital facilities for the Project; or (v) take other actions reasonably requested by Developer. For purposes of this Section 2.6(a), Developer acknowledges that any reduction in the Services Special Tax rates below the Base Services Special Tax Rates and any reduction in the Facilities Special Tax rates below the Base Facilities Special Tax Rates through Change Proceedings shall require the consent of City, which may be granted in its discretion. Except as set forth in the previous sentence, for purposes of this Section 2.6(a), City

agrees that none of the following changes will be deemed to adversely affect the ability of City to issue Second Tranche CFD Bonds or apply the Remainder Taxes to Additional Community Facilities pursuant to Section 2.8: (x) increasing the Project Special Tax rates in an RMA for any land use classification; (y) increasing the authorized bonded indebtedness limit; and (z) authorizing the financing of additional public capital facilities for the Project.

(b) Maintaining Levy of CFD Financing. Under section 3 of article XIIIC of the California Constitution, voters may, under certain circumstances, vote to reduce or repeal the levy of special taxes in a community facilities district. However, Section 9 of article I of the California Constitution prohibits the passage of a law resulting in an impairment of contract. The purpose of this Section 2.6(b) is to give notice that: (i) the Development Agreement (including this Financing Plan) is a contract between Developer and the City; (ii) the financing of the Qualified Project Costs and the Additional Community Facilities through the application of CFD Bond proceeds (which are secured by Facilities Special Taxes) and Remainder Taxes is an essential part of the consideration for the Development Agreement; (iii) the financing of Ongoing Maintenance Services through the application of Services Special Taxes is an essential part of the consideration for the Development Agreement; and (iv) any reduction in City's ability to levy and collect Project Special Taxes would materially impair the Development Agreement. To further preserve the Development Agreement, City agrees that: (y) until all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, it will not initiate or conduct proceedings under the CFD Act to reduce the Project Special Tax rates without Developer's written consent or if not otherwise legally compelled to do so (e.g., by a final order of a court of competent jurisdiction); and (z) if the voters adopt an initiative ordinance under section 3 of article XIIIC of the California Constitution that purports to reduce, repeal, or otherwise alter the Project Special Tax rates before all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, City will meet and confer with Developer to consider commencing and pursuing reasonable legal action to preserve City's ability to comply with this Financing Plan.

(c) Covenant to Foreclose. City will covenant with CFD bondholders to foreclose the lien of delinquent Facilities Special Taxes consistent with the general practice for community facilities districts in California and otherwise as determined by City in consultation with its underwriter or financial advisor for the CFD indebtedness and other consultants, subject to applicable laws.

(d) Reserve Fund Earnings. The Indenture for each issue of First Tranche CFD Bonds will provide that earnings on any reserve fund that are not then needed to replenish the reserve fund to the reserve requirement will be transferred to: (i) the CFD Bonds Project Account for allowed uses until it is closed in accordance with the Indenture; then (ii) the debt service fund held by the Fiscal Agent under the Indenture.

(e) Authorization of Reimbursements. City will take all actions necessary to satisfy section 53314.9 of the Government Code or any similar statute

subsequently enacted to use First Tranche CFD Bond proceeds and Remainder Taxes to reimburse Developer for: (i) CFD formation and First Tranche CFD Bond issuance deposits; and (ii) advance funding of Qualified Project Costs.

(f) Material Changes to the CFD Act. If material changes to the CFD Act after the Reference Date make CFD Bonds or Facilities Special Taxes unavailable or severely impair their use as a source for financing the Qualified Project Costs or Additional Community Facilities or Services Special Taxes unavailable or severely impair their use as a source of financing for Ongoing Maintenance Services, City and Developer will negotiate in good faith as to a substitute public financing program equivalent in nature and function to CFDs.

(g) CFD Goals. Until the CFD Conversion Date for the CFD, the City shall not change or amend the CFD Goals as they apply to the CFD if such changes or amendments adversely impact the Project or are inconsistent with this Financing Plan unless such changes or amendments are required under the Mello-Roos Act or other controlling State or federal law or, with respect to the CFD, as otherwise approved by Developer in its sole discretion.

(h) Private Placement of CFD Bonds. Subject to Board of Supervisors approval, upon Developer's written request, City shall consider CFD Bonds in a private placement to a small number of investors (which may include Developer and its Affiliates). In connection with any such private placement, City and the investors may agree upon terms regarding the security of the CFD Bonds other than as required by this Agreement, including, but not limited to, the 3:1 value-to-lien ratio of Section 2.4(c); provided, however, any CFD Bonds must have a debt service coverage-ratio of at least one hundred ten percent (110%) unless City consents to a lower amount. Consistent with the CFD Goals, the City will consider the appropriate categories of investors for any such CFD Bonds.

(i) No Credit Enhancement. So long as the value of property in the CFD is at least equal to the required value-to-lien ratio, the City shall not require the Developer or any property owner in the CFD to provide a letter of credit or other credit enhancement as security for the payment of the Facilities Special Taxes in the CFD.

(j) Acquisition Agreement. Contemporaneously with the formation of the CFD, Developer and City will enter into the Acquisition and Reimbursement Agreement that will apply to the acquisition and construction of the authorized improvements for the CFD. The Acquisition and Reimbursement Agreement shall be structured so that it is automatically applicable to any financing by special taxes levied in, or CFD Bonds issued for, all phases of the Project, without requiring any modifications to the Acquisition and Reimbursement Agreement or any further approvals by the City. The Acquisition and Reimbursement Agreement shall contain an acknowledgment by the City and Developer as to the following:

(i) Developer may be constructing authorized improvements before CFD Bond proceeds and Remainder Taxes (herein, "**Funding Sources**") will be

used to acquire them are available;

(ii) The City will inspect such improvements and process payment requests even if Funding Sources for the amount of pending payment requests are not then sufficient to satisfy them in full;

(iii) Authorized improvements may be conveyed to and accepted by the City or other Governmental Entity before the applicable payment requests are paid in full;

(iv) If the City or other Governmental Entity accepts authorized improvements before the applicable payment requests are paid in full, the unpaid balance will be paid when sufficient Funding Sources become available, and the Acquisition and Reimbursement Agreement will provide that the applicable payment requests for such improvements accepted by the City or other Governmental Entity may be paid: (A) in any number of installments as Funding Sources become available; and (B) irrespective of the length of time payment is deferred; and

(v) Developer's conveyance or dedication of authorized improvements to the City or other Governmental Entity before the availability of Funding Sources to acquire such improvements is not a dedication or gift, or a waiver of Developer's right to payment of such improvements under this Financing Plan or the Acquisition and Reimbursement Agreement.

(k) No Other Land-Secured Financings. Except to the extent required by law, other than the CFD, City shall not initiate formation of any land-secured financing district involving the levy of special taxes or assessments over any portion of the property in the Project without Developer's written consent which may be given in its sole discretion.

2.7 Ongoing Service Maintenance

(a) Baseline Maintenance Costs. The Parties agree that the Baseline Maintenance Costs shall be the sole responsibility of the City and shall not be paid for with Services Special Taxes without the consent of Developer during the term of the Development Agreement.

(b) Maintenance Budget. Not later than May 1 of each year following the Maintenance Commencement Date, City shall prepare a preliminary budget of the Estimated Maintenance Costs for the immediately succeeding Maintenance Period. The Estimated Maintenance Costs shall be determined by (i) estimating the costs of the Ongoing Maintenance Services to be incurred during the immediately succeeding Maintenance Period and (ii) subtracting (A) any funds and revenues that are received for maintenance purposes, and (B) any funds on deposit in the Ongoing Maintenance Account that are not committed to the payment of Ongoing Maintenance Services during the current Maintenance Period.

(c) Delivery of Maintenance Budget. During the term of the Development Agreement, upon completion by City, the preliminary budget will promptly be delivered to Developer for review. Developer shall have fifteen (15) days to review and comment on the preliminary budget. City will duly evaluate and implement the reasonable suggestions made by Developer, and City shall distribute a final version of the budget to Developer (as finalized, the "**Maintenance Budget**"). The Maintenance Budget must be completed by no later than July 1 in any given year.

(d) Covenants. Developer agrees to establish covenants, conditions, and restrictions approved by the City, to be recorded in the Official Records before any portion of the Project Site is sold, obligating every owner of a Taxable Parcel in the Project Site to pay in perpetuity an amount equivalent to the Services Special Taxes if for any reason the CFD or its taxing powers are ever eliminated or reduced for any reason, including any vote of the qualified electors in the CFD.

2.8 CFD Limitations

(a) City and Developer agree that the CFD will be formed so that the proceeds of CFD Bonds and Remainder Taxes may be applied to accomplish, as applicable, the following goals in the manner set forth in this Financing Plan: to finance (i) Qualified Project Costs; (ii) Additional Community Facilities; and (iii) Ongoing Maintenance Services. To accomplish these goals, and subject to the limitations set forth in this Section 2.8, and in light of the Base Special Tax Rates and the 1.75% Ceiling, and the CFD Goals:

(i) the CFD will be authorized to finance the Qualified Project Costs, Ongoing Maintenance Services and the Additional Community Facilities;

(ii) the term for levying Facilities Special Taxes will be established at no less than 84 years from the first issuance of CFD Bonds in the CFD;

(iii) the amount of authorized bonded indebtedness will be established to allow the issuance of the First Tranche CFD Bonds to finance Qualified Project Costs (without reducing the Services Special Taxes) and the Second Tranche CFD Bonds to finance Additional Community Facilities; and

(iv) the Services Special Taxes will be levied in perpetuity.

(b) Until the CFD Conversion Date, CFD Bonds will be issued exclusively to finance Qualified Project Costs unless Developer, in its sole discretion, consents in writing to the issuance of CFD Bonds for the CFD to finance Additional Community Facilities. After the CFD Conversion Date, City may issue CFD Bonds to finance Additional Community Facilities.

(c) City and Developer agree that, within the CFD, City shall not be obligated to issue First Tranche CFD Bonds (including refunding bonds) with a final

maturity of later than the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds in the CFD without the approval of Board of Supervisors in its sole discretion. Unless City and Developer agree otherwise, any CFD Bonds issued to refund First Tranche CFD Bonds shall comply with applicable provisions of the CFD Act pursuant to which refunding bonds will not result in a reduction of the total authorized amount of the bonded indebtedness of the CFD and, in any event, the final maturity date of the refunding bonds shall not exceed the latest maturity date of the First Tranche CFD Bonds being refunded. The previous sentence shall not prevent the issuance of a series of First Tranche CFD Bonds for new money and refunding purposes, so long as the portion of the First Tranche CFD Bonds attributable to the refunding purpose meets the requirements of the previous sentence.

3. INTERPRETATION; DEFINITIONS

3.1 Interpretation of Agreement

(a) Development Agreement. This Financing Plan is a part of the Development Agreement and is subject to all of its general terms, including the rules of interpretation.

(b) Inconsistent Provisions. Developer and City intend for this Financing Plan to prevail over any inconsistent provisions relating to the financing structure for the Project and their respective financing-related obligations in any other document related to the Project.

3.2 Defined Terms

(a) Definitions. The following terms have the meanings given to them below or are defined where indicated.

"**1.75% Ceiling**" is defined in Section 2.3(d).

"**Acquisition and Reimbursement Agreement**" means the agreement between Developer and City governing the terms of City's acquisition of authorized improvements and reimbursement of Qualified Project Costs, as the same may be modified or amended from time to time.

"**Additional Community Facilities**" means any public facilities that may be financed by the City with Second Tranche CFD Bonds and Remainder Taxes under applicable law and in the matter set forth in this Financing Plan, including Future Sea Level Rise Improvements.

"**Affiliate**" is defined in the Development Agreement.

"**Base Facilities Special Tax Rate**" is defined in Section 2.3(d)(iv).

"**Base Services Special Tax Rate**" is defined in Section 2.3(d)(ii).

"**Base Special Tax Rates**" means, collectively, the Base Facilities Special Tax Rate and the Base Services Special Tax Rate.

"**Baseline Maintenance Costs**" means the costs to provide maintenance services to the City Maintained Facilities consistent with City custom for similar facilities throughout the City.

"**Board of Supervisors**" is defined in the Development Agreement.

"**Building**" means any structure to be constructed within the CFD, including structures that contain Taxable Parcels, commercial, industrial, science and technology, research and development, and office uses.

"**CFD**" means a community facilities district formed over all of the Project Site that is established under the CFD Act to finance Qualified Project Costs, Additional Community Facilities, and Ongoing Maintenance Services.

"**CFD Act**" means the San Francisco Special Tax Financing Law (Admin. Code ch. 43, art. X), which incorporates the Mello-Roos Act, as amended from time to time.

"**CFD Bonds**" means one or more series of bonds (including refunding bonds) secured by the levy of Facilities Special Taxes in the CFD, including First Tranche CFD Bonds and Second Tranche CFD Bonds.

"**CFD Bonds Project Account**" means the funds or accounts, however denominated, held by the Fiscal Agent under an Indenture containing the CFD Bond proceeds to be used to finance Qualified Project Costs and, when authorized pursuant to Section 2.8, Additional Community Facilities.

"**CFD Conversion Date**" means the earliest to occur of (i) the date that all Qualified Project Costs approved by City for reimbursement have been paid or reimbursed to Developer for the Project as a whole, or (ii) the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds in the CFD.

"**CFD Goals**" the Local Goals and Policies for Community Facilities Districts, approved by Board of Supervisors Resolution No. 387-09 in effect on the Reference Date, and, subject to Section 2.6(g), as amended from time to time.

"**CFD Maintained Facilities**" means the facilities identified on the Maintenance Matrix as being maintained by the Services Special Tax.

"**Change Proceedings**" means proceedings under section 53332 of the Mello-Roos Act initiated by Developer's petition.

"**City**" means the City and County of San Francisco.

"**City Maintained Facilities**" means the facilities identified on the Maintenance Matrix as being maintained by the City or other Governmental Entity.

"**Development Agreement**" means the Development Agreement by and between City and Developer relative to the India Basin Project.

"**Developed Property**" means, for both the Facilities Special Tax and the Services Special Tax, in any Fiscal Year, an assessor's parcel of Taxable Property for which a temporary certificate of occupancy has been issued on or before June 30 of the preceding Fiscal Year.

"**Developer**" is defined in the Development Agreement.

"**Estimated Maintenance Cost**" means the estimated costs of the Ongoing Maintenance Services for a Maintenance Period, as determined pursuant to Section 2.7(a).

"**Exempt Parcel**" means the Public Property. Exempt Parcel does not include an assessor's parcel that, immediately prior to the acquisition by City or other Governmental Entity, was a Taxable Parcel that City or any other Governmental Entity acquires by gift, devise, negotiated transaction, or foreclosure (including by way of credit bidding), or an assessor's parcel that, immediately prior to the acquisition by City, was a Taxable Parcel that City acquires under any right of reverter.

"**Facilities Special Tax**" means a special tax levied under the RMA that will be used to finance Qualified Project Costs, Additional Community Facilities and Ongoing Maintenance Services or to secure CFD Bonds the proceeds of which are used to finance Qualified Project Costs and Additional Community Facilities, including all delinquent Facilities Special Taxes collected at any time by payment or through foreclosure proceeds.

"**Financing Plan**" means this Financing Plan.

"**First Tranche**" means one or more series of CFD Bonds (including refunding bonds) issued prior to the CFD Conversion Date and secured by the levy of Facilities Special Taxes in the CFD.

"**Fiscal Agent**" means the fiscal agent or trustee under an Indenture.

"**Fiscal Year**" means the period commencing on July 1 of any year and ending on the following June 30.

"**Funding Sources**" is defined in Section 2.6(j).

"**Future Sea Level Rise Improvements**" means future improvements deemed necessary or appropriate by City to ensure that the shoreline, public facilities, and public access improvements will be protected should sea level rise at or near the Project Site.

"**Governmental Entity**" is defined in the Development Agreement.

"**Indenture**" means one or more indentures, trust agreements, fiscal agent agreements, financing agreements, or other documents containing the terms of any indebtedness that is secured by a pledge of and to be paid from Facilities Special Taxes.

"**Maintenance Budget**" is defined in Section 2.7(b).

"**Maintenance Commencement Date**" means the date that the first vertical development within the Project Site is Completed.

"**Maintenance Matrix**" means the India Basin Improvement Matrix agreed to the Parties before final formation of the CFD. A preliminary form of the Maintenance Matrix is attached to this Financing Plan as Exhibit A.

"**Maintenance Period**" means, in each year, the one-year period commencing July 1 and ending on June 30.

"**Mello-Roos Act**" means the Mello-Roos Community Facilities Act of 1982 (Cal. Gov't Code §§ 53311-53368), as amended from time to time.

"**Official Records**" is defined in the Development Agreement.

"**Ongoing Maintenance Account**" means a separate account created by City and maintained by City to hold all Services Special Taxes collected from the CFD to be used for financing Ongoing Maintenance Services during the applicable Maintenance Period, or to fund service reserves for future repair and replacement that are part of the normal maintenance operations.

"**Ongoing Maintenance Services**" means operation and maintenance of the CFD Maintained Facilities.

"**Person**" is defined in the Development Agreement.

"**Principal Payment Date**" means, (i) if CFD Bonds have not yet been issued for the CFD, September 1 of each year, and (ii) if CFD Bonds have been issued for the CFD, the calendar date on which principal or sinking fund payments on the CFD Bonds are, in any year, payable (for example, if the principal amount of CFD Bonds are payable on September 1, the Principal Payment Date shall be September 1, regardless of whether principal payments are actually due in any particular year).

"**Project**" is defined in the Development Agreement.

"**Project Costs**" means the hard and soft costs of the following improvements: **[NTD: discuss CFD financing of privately-owned improvements]**

a. Public Streets (Griffith Street, New Hudson Avenue, Arelious Walker Drive, Earl Street, Beach Lane, Fairfax Lane, and Spring Plan)
b. All public and private utilities on the Project Site (including, but not limited to the stormwater treatment facilities and outfall, decentralized non-potable water reuse system, storm drain, domestic water, non-potable water, and joint trench facilities including sanitary sewer mains).
c. Public Open Space located within the 700 Innes Property (Big Green) and India Basin Open Space (including, but not limited to wetland enhancement, perched beach, boardwalk, and recreation areas).
d. Transitional Open Spaces – Privately owned, publicly accessible open spaces (including but not limited to Cove Terrace, Earl Path, Town Triangle, Transit Plaza, and East Shoreline)
e. Internal privately-owned publicly accessible open spaces (plazas pathways and stairs)
f. Innes Avenue street and intersection improvement between Griffith and Earl Streets.

"**Project Site**" is defined in the Development Agreement.

"**Project Special Taxes**" means, collectively, the Facilities Special Taxes and the Services Special Taxes in the CFD.

"**Public Property**" is defined in the Development Agreement.

"**Qualified**" when used in reference to Project Costs means the Project Costs and other authorized capital public facility costs, each to the extent authorized to be financed under the CFD Act, Tax Laws (if applicable), and this Financing Plan.

"**Reference Date**" is defined in the Development Agreement.

"**Remainder Taxes**" means, in each year, as of the day following the Principal Payment Date for the CFD, all Facilities Special Taxes collected prior to such date in the CFD in excess of the total of: (a) debt service on the outstanding CFD Bonds for the CFD due in the current calendar year, if any; (b) priority and any other reasonable administrative costs for the CFD payable in that Fiscal Year; (c) amounts levied to replenish the applicable reserve fund as of the Principal Payment Date, including amounts reserved for reasonable anticipated delinquencies, if any, and (d) amounts needed to pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support and rebate payments on the Bonds.

"**Remainder Taxes Project Account**" is a separate account created by or on behalf of City for the CFD and maintained by or on behalf of City to hold all Remainder

Taxes for the CFD to be used as set forth in this Financing Plan.

"**RMA**" means the rate and method of apportionment of special taxes for the CFD, adopted in accordance with the CFD Act.

"**Second Tranche**" means one or more series of CFD Bonds issued after the CFD Conversion Date and secured by the levy of Facilities Special Taxes in the CFD.

"**Special Tax Requirement**" is defined in Section 2.3(f).

"**Services Special Tax**" means a special tax levied in perpetuity under the RMA that will be used to finance Ongoing Maintenance Services, including all delinquent Services Special Taxes collected at any time by payment or through foreclosure proceedings.

"**State**" is defined in the Development Agreement.

"**Tax Laws**" means the Internal Revenue Code of 1986, as amended, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under said Internal Revenue Code.

"**Taxable Parcel**" means a lot or parcel within the CFD shown on an assessor's parcel map with an assigned assessor's parcel number that is not an Exempt Parcel.

"**Transitional Open Spaces**" has the meaning set forth in the Development Agreement.

"**Total Tax Obligation**" means, with respect to a Taxable Parcel at the time of calculation, the sum of: (a) the ad valorem taxes actually levied or projected to be levied if the Taxable Parcel were developed at the time of calculation; (b) the Project Special Tax Rates levied or projected to be levied if the Taxable Parcel were developed at the time of calculation; (c) all installments of special assessments if the Taxable Parcel were developed at the time of calculation; and (d) all other special taxes (based on assigned special tax rates) or assessments secured by a lien on the Taxable Parcel levied or projected to be levied if the Taxable Parcel were developed at the time of calculation.

"**Undeveloped Property**" means, in any Fiscal Year, Taxable Parcels in the CFD that are not Developed Property.

EXHIBIT A

MAINTENANCE MATRIX

DEVELOPMENT AGREEMENT EXHIBIT [XX]

WORKFORCE AGREEMENT

FOR PROPERTY AT INNES BETWEEN EARL AND GRIFFITH STREETS

(India Basin)

TABLE OF CONTENTS

Page

A. DEFINITIONS 2

B. CONSTRUCTION WORK 4

1. Application 4

2. Local Hiring Requirements 4

3. First Source Hiring Program for Construction Work 5

4. Local Business Enterprise Requirements 5

5. Obligations; Limitations on Liability 5

C. GENERAL PROVISIONS 6

1. Enforcement 6

2. Third Party Beneficiaries 6

3. Flexibility 6

4. Exclusivity 7

D. DISPUTE RESOLUTION. 7

1. Meet and Confer 7

2. Arbitration 7

Attachment A-1	First Source Hiring Agreement for Operations
Attachment A-2	First Source Hiring Agreement for Construction
Attachment B	Local Hiring Requirements
Attachment C	LBE Utilization Plan
Attachment D	Dispute Resolution

INDIA BASIN WORKFORCE AGREEMENT

I. Project Background. The development plan for the Project Site under the Development Agreement provides for the development of a new mixed-use urban village composed of market rate and affordable residential uses, office, retail, as well as new Infrastructure and Parks and Opens Spaces. Construction work under the Development Agreement will include development of Developer Property, as well as construction by Developer of a series of contiguous, integrated waterfront parks on City-owned property, including the India Basin Open Space and the Big Green. The ownership map attached shows those areas of the Project that will be owned by Developer during construction (the "**Developer Property**") and those areas that will be conveyed to the City for Infrastructure and for parks and open space in connection with the public trust exchange contemplated under the Development Agreement (the "**City Property**").

This Workforce Agreement sets forth the activities Developer shall undertake, and require their Construction Contractors, Consultants, Subcontractors, Subconsultants, and Commercial Tenants, as applicable, to undertake, to support workforce development in the construction of the Project and end use phases of the Project Site as required under this Workforce Agreement.

II. Purpose of the Workforce Agreement. This Workforce Agreement sets forth the employment and contracting requirements for the construction and operation of the Project. This Workforce Agreement has been jointly prepared by the City and Developer (on behalf of itself and its successors), in consultation with others including OEWD and other relevant City Agencies.

The purpose of this Workforce Agreement is to ensure training, employment and economic development opportunities are part of the development and operation of the Project. This Workforce Agreement creates a mechanism to provide employment and economic development opportunities for economically disadvantaged persons and San Francisco residents. The City and Developer agree that job creation and equal opportunity contracting opportunities in all areas of employment are an essential part of the redevelopment of the Project Site. The City and Developer agree that it is in the best interests of the Project and the City for a portion of the jobs and contracting opportunities to be directed, to the extent possible based on the type of work required, and subject to collective bargaining agreements, to local, small and economically disadvantaged companies and individuals whenever there is a qualified candidate.

This Workforce Agreement identifies goals for achieving this objective and outlines certain measures that will be undertaken in order to help ensure that these goals and objectives are successfully met. In recognition of the unique circumstances and requirements surrounding the Project, OEWD and Developer have agreed that this Workforce Agreement will constitute the exclusive workforce requirements for the Project.

This Workforce Agreement requires the following:

- [Developer to fund certain OEWD job readiness and training programs run by CityBuild.] [*open*]
-

- Permanent Employers that occupy more than [25,000 gsf] to enter into a First Source Hiring Agreement (in the forms attached as Attachment A-1 and Attachment A-2) that will require participation in the City's Workforce System towards the hiring goals of Chapter 83, meet the hiring goals applicable to Covered Operations for First Source referrals. Developer shall also include in such Contracts provisions that require Lessees and Service Providers to identify a single point of contact and contact OEWD's Business Services team to discuss its obligations under the First Source Hiring Agreement.

- Developer to enter into a First Source Hiring Agreement for Construction Work on Covered Operations, in the form attached as Attachment A.

- Developer to meet the hiring and apprenticeship goals applicable to certain construction work for Local Residents and Disadvantaged Workers for Covered Projects on City Property, as set forth in Attachment B (Local Hiring Requirements).

- Developer to meet the utilization and outreach goals applicable to certain construction work for Local Business Enterprises, as set forth in Attachment C (LBE Utilization Plan).

- Developer to meet the outreach goals applicable to the initial leasing of retail space suitable for use by local diverse small businesses.

The foregoing summary is provided for convenience and for informational purposes only. In case of any conflict between this Workforce Agreement and the Development Agreement, the provisions of this Workforce Agreement shall control.

III. Workforce Agreement.

A. DEFINITIONS

The following terms specific to this Workforce Agreement have the meanings given to them below or are defined where indicated. Other initially capitalized terms are defined in the Development Agreement. This Workforce Agreement and all Workforce-Development Plan-specific definitions will prevail over the Development Agreement in relation to the rights and obligations of Developers with respect to workforce development. All references to the Development Agreement include this Workforce Agreement unless explicitly stated otherwise.

"Apprenticeship" shall mean a work experience that combines formal job-related technical instruction with structured on-the-job learning experiences. Apprentices are hired by employer at outset of training program, and the training program is pre-approved by the US Department of Labor (USDOL) or California Division of Apprenticeship Standards (DAS). Apprentices receive progressive wages commensurate with their skill attainment throughout an apprenticeship training program. Upon successful completion of all phases of on-the-job learning and related instruction components, Apprentices receive nationally recognized certificates of completion issued by the USDOL or DAS.

"**Building**" means each of the existing, modified and new buildings to be constructed on the Project Site under the SUD.

"**Chapter 83**" is defined in Section III.D.2.

"**Commercial Activity**" means retail sales and services, restaurant, hotel, education and office uses, technology and biotechnology business, and any other non-profit or for-profit commercial uses permitted under the SUD that are conducted within a Building.

"**Construction Contractor**" means a construction contractor hired by or on behalf of Developer who performs Construction Work on the Project Site or other construction work otherwise covered under the LBE Utilization Plan or First Source Hiring Agreement for Construction (in the form of Attachment A-3).

"**Construction Work**" means, as applicable, (a) the initial construction of all Public Improvements, (b) the initial construction of Privately-Owned Community Improvements that are items of Infrastructure or Parks and Open Spaces, (c) the initial construction of all Buildings to be carried out by a Developer under the Development Agreement, and (d) initial tenant improvement work for all Buildings. For the avoidance of doubt, Construction Work for Buildings shall not include any repairs, maintenance, renovations or other construction work performed after issuance of the last Certificate of Occupancy for a Building (i.e., the initial completion of a Building under the Development Agreement).

"**Construction Workforce Requirements**" is defined in Section III.C.1.

"**Consultant**" is defined in Attachment C.

"**Covered Operations**" means (i) Commercial Activity which results in the expansion of entry and apprentice level positions that are located within a newly constructed Building or an addition, or alteration thereto, where the Building (or addition or alteration thereto) contains more than 25,000 gross square feet in floor area, and (ii) the operation of a Residential Project containing more than 25,000 square feet or more than 10 Residential Units. Covered Operations do not include (a) any operations or activities conducted by tenants, subtenants or owners of Residential Units, (b) Residential Projects containing less than 25,000 square feet or fewer than 10 dwelling units, (c) Buildings containing less than 25,000 square feet and (d) activities or operations conducted by tenants, subtenants and other occupants of less than 25,000 gross square feet of sublease space within a Building. Covered Operations are limited to the period that starts at the initial certificate of occupancy for the applicable space and ends on the date that is 10 years of operations thereafter.

"Developer" means each and every Developer under the Development Agreement, including any Developer of a Building. For purposes of the initial tenant improvements within a Building, Developer shall mean the property owner or tenant that is responsible for the initial tenant improvements.

"**Disadvantaged Worker(s)**" is defined in Attachment B.

"**Final, Binding and Non-Appealable**" means 90-days after the subject approval, or if a third party files an action challenging the approval during such 90-day period, thirty days after the final judgment or other resolution of the action or issue.

"**FSHA**" means the City's First Source Hiring Administration.

"**Horizontal Improvements**" means the (a) the initial construction of all Public Improvements, and (b) the initial construction of Privately-Owned Community Improvements that are items of Infrastructure or Parks and Open Spaces.

["**Job Readiness and Training Funds**" is defined in Section III.B.] [*open*]

"**Local Business Enterprise(s)**" or "**LBE**" means a firm that has been certified as an LBE as set forth in Administrative Code Chapter 14B (Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance).

"**Local Resident(s)**" is defined in Attachment C.

"**OEWD**" means the City's Office of Economic & Workforce Development.

"**OLSE**" means the City's Office of Labor Standards Enforcement.

"**Operations Workforce Requirements**" is defined in Section D.1.

"**Permanent Employer**" means each employer in a Covered Operation.

"Referral" shall mean a member of the Workforce System who has participated in an OEWD workforce training program.

"**Subconsultant**" is defined in Attachment C.

"**Subcontractor**" is defined in Attachment A3.

"**Threshold Amount**" is defined in Section 6.1 of the Administrative Code.

B. WORKFORCE JOB READINESS AND TRAINING FUNDS. [*open; renumber below if included*]

B. CONSTRUCTION WORK

1. **Application**. Developer and Construction Contractors shall comply with the applicable provisions of this **Section III.B.1** (the "**Construction Workforce Requirements**") during construction of Horizontal Improvements and Buildings.

2. **Local Hiring Requirements**. Developer and Construction Contractors (and their subcontractors regardless of tier) must comply with the Local Hiring Requirements

set forth on Attachment B attached with respect to Covered Projects (as defined therein) on City Property.

3. **First Source Hiring Program for Construction Work**. Developer performing Construction Work on any Covered Operations, that is not subject to the Local Hiring Requirements, will enter into a Memorandum of Understanding with the City's First Source Hiring Administration in the form attached as Attachment A under which Developer must include in their contracts with Construction Contractors for Construction Work a requirement that the applicable Construction Contractor enter into a First Source Hiring Agreement in the form attached as Exhibit A, and to provide a signed copy of the relevant Form exhibits to the FSHA.

4. **Local Business Enterprise Requirements**. Developer and their respective Contractors and Consultants (as defined in Attachment C) must comply with the Local Business Enterprise Utilization Program set forth in Attachment C .

5. **Obligations; Limitations on Liability**. Developer shall use good faith efforts, working with the OEWD or its designee, to enforce the applicable Construction Workforce Requirements with respect to its Construction Contractors (as defined above), Contractors and Consultants (as defined in Attachment C), and each Construction Contractor, Contractor and Consultant, as applicable, shall use good faith efforts, working with OEWD or its designee, to enforce the Construction Workforce Requirements with respect to its Subcontractors and Subconsultants (regardless of tier). However, Developer shall not be liable for the failure of their respective Construction Contractors, Contractors and Consultants, and Construction Contractors, Contractors and Consultants shall not be liable for the failure of their respective Subcontractors and Subconsultants.

6. **Prevailing Wages and Working Conditions.** Certain contracts for work at the Project Site may be public works contracts if paid for in whole or part out of public funds, as the terms "public work" and "paid for in whole or part out of public funds" are defined in and subject to exclusions and further conditions under California Labor Code sections 1720 1720.6. In connection with the Project, Developer shall comply with all California public works requirements as and to the extent required by State law. In addition, Developer agrees that all workers performing labor in the construction of public works or Improvements for the City under this Agreement will be: (1) pay workers performing that work not less than the Prevailing Rate of Wages as defined in Administrative Code section 6.22 and established under Administrative Code section 6.22(e), (2) provide the same hours, working conditions, and benefits as in each case are provided for similar work performed in San Francisco County in Administrative Code section 6.22(f), and (3) employ Apprentices in accordance with San Francisco Administrative Code Section 23.61. Any contractor or subcontractor performing a public work or constructing Improvements must make certified payroll records and other records required under Administrative Code section 6.22(e)(6) available for inspection and examination by the City with respect to all workers performing covered labor. OLSE enforces labor laws, and OLSE shall be the lead agency responsible for

ensuring that prevailing wages are paid and other payroll requirements are met in connection with the work, as more particularly described in the Workforce Agreement.

C. PROJECT OPERATIONS

1. **Application**. Covered Operations within the Project will be subject to the applicable First Source Hiring Requirements set forth in this Section (collectively, the "**Operations Workforce Requirements**").

2. **First Source Hiring Program for Operations**. Each Developer of Commercial Space will ensure compliance with the operational requirements of Administrative Code Chapter 83 ("**Chapter 83**"). Compliance with Chapter 83 will be achieved by the following: (i) Developer will include in all lease, subleases or other occupancy contracts for Covered Operations (each, a "**Commercial Lease**"), a requirement that the Commercial Tenant enter into a FSHA Operations Agreement in the form in Attachment A-1; (ii) Developer will provide the executive(s) contact information within 10 days of execution of, or, if available, prior to execution of the applicable Commercial Lease, and will provide updated contact information annually thereafter; and (iii) With the execution of each applicable Commercial Lease, Developer will provide information and require the tenant to notify OEWD Business Services. [*deleted LBE Retail Marketing Program from Pier 70; confirm – seems tied to a more robust retail and commercial leasing program*]

D. GENERAL PROVISIONS

1. **Enforcement**. OEWD shall have the authority to enforce the Construction Workforce Requirements and the Operations Workforce Requirements. OEWD staff agree to work cooperatively to create efficiencies and avoid redundancies and to implement this Workforce Agreement in good faith, and to work with all of the Project's stakeholders, including Developer, and Construction Contractors (and Subcontractors) and Permanent Employers, in a fair, nondiscriminatory and consistent manner.

2. **Third Party Beneficiaries**. Each contract for Construction Work and Covered Operations shall provide that OEWD shall have third party beneficiary rights thereunder for the limited purpose of enforcing the requirements of this Workforce Agreement applicable to such party directly against such party.

3. **Flexibility**. Some jobs will be better suited to meeting or exceeding the hiring goals than others, hence all workforce hiring goals under a Construction Contract will be cumulative, not individual, goals for that Construction Contract or Permanent Employer. In addition, Developer shall have the right to reasonably spread the workforce goals, in different percentages, among separate Construction Contracts so long as the cumulative goals among all of the Construction Contracts at any given time meet the requirements of this Workforce Agreement. The parties shall make such modifications to the applicable First Source Hiring Agreements

consistent with Developers' allocation. This acknowledgement does not alter in any way the requirement that Developer, Construction Contractors and Permanent Employers comply with good faith effort obligations to meet their respective participation goals for the Construction Work and Covered Operations.

4. **Exclusivity**. In recognition of the unique circumstances and requirements surrounding the Project, OEWD and Developer have agreed that this Workforce Agreement will constitute the exclusive workforce requirements for the Project. Without limiting the generality of the foregoing, if the City implements or modifies any workforce development policy or requirements after the date of this Workforce Agreement, whether relating to construction or operations, that would otherwise apply to the Project and Developer asserts that such change as applied to the Project would be prohibited by the Development Agreement (including an increase in the obligations of Developer or its contractors under any provisions of the Development Agreement), then the parties shall resolve the issue through the Dispute Resolution procedures of Section III.F below.

E. DISPUTE RESOLUTION.

1. **Meet and Confer**. In the event of any dispute under this Workforce Agreement (including, without limitation, as to compliance with this Workforce Agreement), the parties to such dispute shall meet and confer in an attempt to resolve the dispute. The parties shall negotiate in good faith for a period of 10 business days in an attempt to resolve the dispute; provided that the complaining party may proceed immediately to the Arbitration Provisions of Attachment D (Dispute Resolution) attached, without engaging in such a conference or negotiations, if the facts could reasonably be construed to support the issuance of a temporary restraining order or a preliminary injunction.

2. **Arbitration**. Disputes arising under this Workforce Agreement may be submitted to the provisions of Attachment D (Dispute Resolution) if the meet and confer provision of Section III.D.1 above does not result in resolution of the dispute.

Attachment A-1

Form of First Source Hiring Agreement for Operations

Attachment A-2

Form of First Source Hiring Agreement for Construction

[see attached]

Attachment A-2: First Source Hiring Agreement For Construction

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of , by and between the City and County of San Francisco (the "City") through its First Source Hiring Administration ("FSHA") and ("Project Sponsor").

WHEREAS, Project Sponsor, as developer, proposes to construct new dwelling units, with up to square feet of commercial space and accessory, off-street parking spaces ("Project") at , Lots in Assessor's Block , San Francisco California ("Site"); and

WHEREAS, the Administrative Code of the City provides at Chapter 83 for a "First Source Hiring Program" which has as its purpose the creation of employment opportunities for qualified Economically Disadvantaged Individuals (as defined in Exhibit A); and

WHEREAS, the Project requires a building permit for a commercial activity of greater than 25,000 square feet and/or is a residential project greater than ten (10) units and therefore falls within the scope of the Chapter 83 of the Administrative Code; and

WHEREAS, Project Sponsor wishes to make a good faith effort to comply with the City's First Source Hiring Program.

Therefore, the parties to this Memorandum of Understanding agree as follows:

A. Project Sponsor, upon entering into a contract for the construction of the Project with Contractor after the date of this MOU, will include in that contract a provision requiring the Contractor to enter into a First Source Hiring Agreement in the form attached as Exhibit A. It is the Project Sponsor's responsibility to provide a signed copy of Exhibit A to First Source Hiring program and CityBuild within 10 business days of execution.

B. CityBuild shall represent the First Source Hiring Administration and will provide referrals of Qualified (as defined in Exhibit A) Economically Disadvantaged Individuals for employment on the construction phase of the Project as required under Chapter 83. The First Source Hiring Program will provide referrals of Qualified Economically Disadvantaged Individuals for the permanent jobs located within the commercial space of the Project.

C. The owners or residents of the residential units within the Project shall have no obligations under this MOU, or the attached First Source Hiring Agreement.

D. FSHA shall advise Project Sponsor, in writing, of any alleged breach on the part of the Project's contractor and/or tenant(s) with regard to participation in the First Source Hiring Program at the Project prior to seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code.

E. As stated in Section 83.10(d) of the Administrative Code, if Project Sponsor fulfills its obligations as set forth in Chapter 83, it shall not be held responsible for the failure of a contractor or commercial tenant to comply with the requirements of Chapter 83.

F. This MOU is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. The parties agree that this MOU shall be recorded and that it may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

G. Except as set forth in Section E, above: (1) this MOU shall be binding on and inure to the benefit of all successors and assigns of Project Sponsor having an interest in the Project and (2) Project Sponsor shall require that its obligations under this MOU shall be assumed in writing by its successors and assigns. Upon Project Sponsor's sale, assignment or transfer of title to the Project, it shall be relieved of all further obligations or liabilities under this MOU.

Signature: _____	Date:
Name of Authorized Signer:	Email:
Company:	Phone:
Address:	

Project Sponsor:	
Contact:	Phone:
Address:	Email:

_____ Date:

First Source Hiring Administration
OEWD, 1 South Van Ness 5th Fl. San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager, ken.nim@sfgov.org

Exhibit A:
First Source Hiring Agreement

This First Source Hiring Agreement (this "Agreement"), is made as of , by and between , the First Source Hiring Administration, (the "FSHA"), and the undersigned contractor ("Contractor"):

RECITALS

WHEREAS, Contractor has executed or will execute an agreement (the "Contract") to construct or oversee a portion of the project to construct new dwelling units, with up to square feet of commercial space and accessory, off-street parking spaces ("Project") at , Lots in Assessor's Block , San Francisco California ("Site"), and a copy of this Agreement is attached as an exhibit to, and incorporated in, the Contract; and

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Agreement and participate in the San Francisco Workforce Development System established by the City and County of San Francisco, pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this Agreement, initially capitalized terms shall be defined as follows:

a. "Core" or "Existing" workforce. Contractor's "core" or "existing" workforce shall consist of any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the award of this Contract.

b. "Economically Disadvantaged Individual". An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, *et seq.*), as may be amended from time to time, or (b) designated as "economically disadvantaged" by the OEWD/First Source Hiring Administration as an individual who is at risk of relying upon, or returning to, public assistance.

c. "Hiring opportunity". When a Contractor adds workers to its existing workforce for the purpose of performing the work under this Contract, a "hiring opportunity" is created. For example, if the carpentry subcontractor has an existing crew of five carpenters and needs seven carpenters to perform the work, then there are two hiring opportunities for carpentry on the Project.

d. "Job Notification". Written notice of job request from Contractor to CITYBUILD for any hiring opportunities. Contract shall provide Job Notifications to CITYBUILD with a minimum of 3 business days' notice.

e. "New hire". A "new hire" is any worker who is not a member of Contractor's core or existing workforce.

f. "Referral". A referral is an individual member of the CITYBUILD Referral Program who has received training appropriate to entering the construction industry workforce.

g. "Workforce participation goal". The workforce participation goal is expressed as a percentage of the Contractor's and its Subcontractors' new hires for the Project.

h. "Entry Level Position". A non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary and permanent jobs, and construction jobs related to the development of a commercial activity.

i. "First Opportunity". Consideration by Contractor of System Referrals for filling Entry Level Positions prior to recruitment and hiring of non-System Referral job applicants.

j. "Job Classification". Categorization of employment opportunity or position by craft, occupational title, skills, and experience required, if any.

k. "Job Notification". Written notice, in accordance with Section 2(b) below, from Contractor to FSHA for any available Entry Level Position during the term of the Contract.

l. "Publicize". Advertise or post available employment information, including participation in job fairs or other forums.

m. "Qualified". An Economically Disadvantaged Individual who meets the minimum bona fide occupational qualifications provided by Contractor to the System in the job availability notices required this Agreement.

n. "System". The San Francisco Workforce Development System established by the City and County of San Francisco, and managed by the Office of Economic and Workforce Development (OEWD), for maintaining (1) a pool of Qualified individuals, and (2) the mechanism by which such individuals are certified and referred to prospective employers covered by the First Source Hiring requirements under Chapter 83 of the San Francisco Administrative Code. Under this agreement, CityBuild will act as the representative of the San Francisco Workforce Development System.

o. "System Referrals". Referrals by CityBuild of Qualified applicants for Entry Level Positions with Contractor.

p. "Subcontractor". A person or entity who has a direct contract with Contractor to perform a portion of the work under the Contract.

2. PARTICIPATION OF CONTRACTOR IN THE SYSTEM

a. The Contractor agrees to work in Good Faith with the Office of Economic and Workforce Development (OEWD)'s CityBuild Program to achieve the goal of 50% of new hires for employment opportunities in the construction trades and Entry-level Position related to providing support to the construction industry.

The Contractor shall provide CityBuild the following information about the Contractor's employment needs under the Contract:

i. On Exhibit A-1, the CityBuild Workforce Projection Form 1, Contractor will provide a detailed numerical estimate of journey and apprentice level positions to be employed on the project for each trade.

ii. Contractor is required to ensure that a CityBuild Workforce Projection Form 1 is also completed by each of its Subcontractors.

iii. Contractor will collaborate with CityBuild staff to identify, by trade, the number of Core workers at project start and the number of workers at project peak; and the number of positions that will be required to fulfill the First Source local hiring expectation.

iv. Contractor and Subcontractors will provide documented verification that its "core" employees for this contract meet the definition listed in Section 1.a.

b. The Contractor shall perform the following in its good faith efforts to meet the hiring goals set forth in this Agreement:

i. Contractor must (A) give good faith consideration to all CityBuild Referrals, (B) review the resumes of all such referrals, (C) conduct interviews for posted Entry Level Positions in accordance with the non-discrimination provisions of this contract, and (D) affirmative obligation to notify CityBuild of any new entry-level positions throughout the life of the project.

ii. Contractor must provide constructive feedback to CityBuild on all System Referrals in accordance with the following:

(A) If Contractor meets the criteria in Section 5(a) below that establishes "good faith efforts" of Contractor, Contractor must

only respond orally to follow-up questions asked by the CityBuild account executive regarding each System Referral; and

(B) After Contractor has filled at least 5 Entry Level Positions under this Agreement, if Contractor is unable to meet the criteria in Section 5(b) below that establishes "good faith efforts" of Contractor, Contractor will be required to provide written comments on all CityBuild Referrals.

c. Contractor must provide timely notification to CityBuild as soon as the job is filled, and identify by whom.

3. CONTRACTOR RETAINS DISCRETION REGARDING HIRING DECISIONS

Contractor agrees to offer the System the first opportunity to provide qualified applicants for employment consideration in Entry Level Positions, subject to any enforceable collective bargaining agreements. Contractor shall consider all applications of Qualified System Referrals for employment. Provided Contractor utilizes nondiscriminatory screening criteria, Contractor shall have the sole discretion to interview and hire any System Referrals.

4. COMPLIANCE WITH COLLECTIVE BARGAINING AGREEMENTS

Notwithstanding any other provision hereunder, if Contractor is subject to any collective bargaining agreement(s) requiring compliance with a pre-established applicant referral process, Contractor's only obligations with regards to any available Entry Level Positions subject to such collective bargaining agreement(s) during the term of the Contract shall be the following:

a. Contractor shall notify the appropriate union(s) of the Contractor's obligations under this Agreement and request assistance from the union(s) in referring Qualified applicants for the available Entry Level Position(s), to the extent such referral can conform to the requirements of the collective bargaining agreement(s).

b. Contractor shall use "name call" privileges, in accordance with the terms of the applicable collective bargaining agreement(s), to seek Qualified applicants from the System for the available Entry Level Position(s).

c. Contractor shall sponsor Qualified apprenticeship applicants, referred through the System, for applicable union membership.

5. CONTRACTOR'S GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Contractor will make good faith efforts to comply with its obligations to participate in the System under this Agreement. Determinations of Contractor's good faith efforts shall be in accordance with the following:

a. Contractor shall be deemed to have used good faith efforts if Contractor accurately completes and submits prior to the start of demolition and/or construction Exhibit A-1: CityBuild Workforce Projection Form 1; and

b. Contractor's failure to meet the criteria set forth from Section 5(c) to 5(m) does not impute "bad faith." Failure to meet the criteria set forth in Section 5(c) to 5(m) shall trigger a review of the referral process and the Contractor's efforts to comply with this Agreement. Such review shall be conducted by FSHA in accordance with Section 11(c) below.

c. Meet with the Project's owner, developer, general contractor, or CityBuild representative to review and discuss your plan to meet your local hiring obligations under San Francisco's First Source Hiring Ordinance (Municipal Code- Chapter 83) or the City and County of San Francisco Administrative Code Chapter 6.

d. Contact a CityBuild representative to review your hiring projections and goals for the Project. The Project developer and/or Contractor must take active steps to advise all of its Subcontractors of the local hiring obligations on the Project, including, but not limited to providing CityBuild access and presentation time at each pre-bid, each pre-construction, and if necessary, any progress meeting held throughout the life of the project

e. Submit to CityBuild a "Projection of Entry Level Positions" form or other formal written notification specifying your expected hiring needs during the Project's duration.

f. Notify your respective union(s) regarding your local hiring obligations and request their assistance in referring qualified San Francisco residents for any available position(s). This step applies to the extent that such referral would not violate your union's collective bargaining agreement(s).

g. Be sure to reserve your "name call" privileges for qualified applicants referred through the CityBuild system. This should be done within the terms of applicable collective bargaining agreement(s).

h. Provide CityBuild with up-to-date list of all trade unions affiliated with any work on the Project in a timely matter in order to facilitate CityBuild's notification to these unions of the Project's workforce requirements.

i. Submit a "Job Request" in the form attached as Attachment A-1, Form 3, to CityBuild for each apprentice level position that becomes available. Please allow a minimum of 3 Business Days for CityBuild to provide appropriate candidate(s). You should simultaneously contact your union about the position as well, and let

them know that you have contacted CityBuild as part of your local hiring obligations.

j. Developer has an ongoing, affirmative obligation and must advise each of its Subcontractors of their ongoing obligation to notify CityBuild of any/all apprentice level openings that arise throughout the duration of the project, including openings that arise from layoffs of original crew. Developer/contractor shall not exercise discretion in informing CityBuild of any given position; rather, CityBuild is to be universally notified, and a discussion between the developer/contractor and CityBuild can determine whether a CityBuild graduate would be an appropriate placement for any given apprentice level position.

k. Hire qualified candidate(s) referred through the CityBuild system. In the event of the firing/layoff of any CityBuild graduate, Project developer and/or Contractor must notify CityBuild staff within two days of the decision and provide justification for the layoff; ideally, Project developer and/or Contractor will request a meeting with the Project's employment liaison as soon as any issue arises with a CityBuild placement in order to remedy the situation before termination becomes necessary.

l. Provide a monthly report and/or any relevant workforce records or data from contractors to identify workers employed on the Project, source of hire, and any other pertinent information as pertain to compliance with this Agreement.

m. Maintain accurate records of your efforts to meet the steps and requirements listed above. Such records must include the maintenance of an on-site First Source Hiring Compliance binder, as well as records of any new hire made by the Contractor and/or Project developer through a San Francisco community-based organization whom the Contractor believes meets the First Source Hiring criteria. Any further efforts or actions agreed upon by CityBuild staff and the Project developer and/or Contractor on a project-by-project basis.

6. COMPLIANCE WITH THIS AGREEMENT OF SUBCONTRACTORS

In the event that Contractor subcontracts a portion of the work under the Contract, Contractor shall determine how many, if any, of the Entry Level Positions are to be employed by its Subcontractor(s) using Form 1: the CityBuild Workforce Projection Form and the City's online project reporting system (currently Elation), provided, however, that Contractor shall retain the primary responsibility for meeting the requirements imposed under this Agreement. Contractor shall ensure that this Agreement is incorporated into and made applicable to such Subcontract.

7. EXCEPTION FOR ESSENTIAL FUNCTIONS

Nothing in this Agreement precludes Contractor from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of this Agreement to make good faith efforts to fill such vacancies permanently with System Referrals remains in effect. For these purposes, "essential

functions" means those functions absolutely necessary to remain open for business.

8. CONTRACTOR'S COMPLIANCE WITH EXISTING EMPLOYMENT AGREEMENTS

Nothing in this Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this Agreement and an existing agreement, the terms of the existing agreement shall supersede this Agreement.

9. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

Nothing in this Agreement shall be interpreted to prohibit the adoption of hiring and retention goals, first source hiring and interviewing requirements, notice and job availability requirements, monitoring, record keeping, and enforcement requirements and procedures which exceed the requirements of this Agreement.

10. OBLIGATIONS OF CITYBUILD

Under this Agreement, CityBuild shall:

a. Upon signing the CityBuild Workforce Hiring Plan, immediately initiate recruitment and pre-screening activities.

b. Recruit Qualified individuals to create a pool of applicants for jobs who match Contractor's Job Notification and to the extent appropriate train applicants for jobs that will become available through the First Source Program;

c. Screen and refer applicants according to qualifications and specific selection criteria submitted by Contractor;

d. Provide funding for City-sponsored pre-employment, employment training, and support services programs;

e. Follow up with Contractor on outcomes of System Referrals and initiate corrective action as necessary to maintain an effective employment/training delivery system;

f. Provide Contractor with reporting forms for monitoring the requirements of this Agreement; and

g. Monitor the performance of the Agreement by examination of records of Contractor as submitted in accordance with the requirements of this Agreement.

11. CONTRACTOR'S REPORTING AND RECORD KEEPING OBLIGATIONS

Contractor shall:

a. Maintain accurate records demonstrating Contractor's compliance with the First Source Hiring requirements of Chapter 83 of the San Francisco Administrative Code including, but not limited to, the following:

(1) Applicants
(2) Job offers
(3) Hires
(4) Rejections of applicants

b. Submit completed reporting forms based on Contractor's records to CityBuild quarterly, unless more frequent submittals are reasonably required by FSHA. In this regard, Contractor agrees that if a significant number of positions are to be filled during a given period or other circumstances warrant, CityBuild may require daily, weekly, or monthly reports containing all or some of the above information.

c. If based on complaint, failure to report, or other cause, the FSHA has reason to question Contractor's good faith effort, Contractor shall demonstrate to the reasonable satisfaction of the City that it has exercised good faith to satisfy its obligations under this Agreement.

12. DURATION OF THIS AGREEMENT

This Agreement shall be in full force and effect throughout the term of the Contract. Upon expiration of the Contract, or its earlier termination, this Agreement shall terminate and it shall be of no further force and effect on the parties .

13. NOTICE

All notices to be given under this Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to FSHA: First Source Hiring Administration
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

Attn: Ken Nim

If to CityBuild: CityBuild Compliance Manager
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

If to Developer:

Attn:

If to Contractor:

Attn:

a. Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

b. Notwithstanding the forgoing, any Job Notification or any other reports required of Contractor under this Agreement (collectively, "Contractor Reports") shall be delivered to the address of FSHA pursuant to this Section via first class mail, postage paid, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail in accordance with this Subsection.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

15. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

17. SUCCESSORS

This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns. If there is more than one person comprising Seller, their obligations shall be joint and several.

18. HEADINGS

Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions

19. GOVERNING LAW

This Agreement shall be governed and construed by the laws of the State of California.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

CONTRACTOR:

Date: _____ Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

Phone: _____

Email: _____

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

FORM 1: CITYBUILD WORKFORCE PROJECTION

Instructions

- *The Prime Contractor must complete and submit Form 1 within 30 days of award of contract.*
- *All subcontractors with contracts in excess of $100,000 must complete Form 1 and submit to the Prime Contractor within 30 days of award of contract.*
- *The Prime Contractor is responsible for collecting all completed Form 1's from all subcontractors.*
- *It is the Prime Contractor's responsibility to ensure the CityBuild Program receives completed Form 1's from all subcontractors in the specified time and keep a record of these forms in a compliance binder at the project jobsite.*
- *All contractors and subcontractors are required to attend a preconstruction meeting with CityBuild staff.*

Construction Project Name:	_____	Construction Project Address:	_____
Projected Start Date:	_____	Contract Duration:	_____ *(calendar days)*
Company Name:	_____	Company Address:	_____
Main Contact Name:	_____	Main Phone Number:	_____
Main Contact Email :	_____		
Name of Person with Hiring Authority:	_____	Hiring Authority Phone Number:	_____
Hiring Authority Email:	_____		

Name of Authorized Representative	Signature of Authorized Representative*	Date

By signing this form, the company agrees to participate in the CityBuild Program and comply with the provisions of the First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.

Table 1: Briefly summarize your contracted or subcontracted scope of work

Table 2: Complete on the following page

- *List the construction trade crafts that are projected to perform work. Do not list Project Managers, Engineers, Administrative, and any other non-construction trade employees.*
- *Total Number of Workers on the Project: The total number of workers projected to work on the project per construction trade. This number will include existing workers and new hires. For union contractors this total will also include union dispatches.*

Total Number of New Hires: List the projected number of New Hires that will be employed on the project. For union contractors, New Hires will also include union dispatches.

•

Table 2: List all construction trades projected to perform work

Construction Trades	Journey or Apprentice	Union (Yes or No)	Total Work Hours	Total Number of Workers on the Project	Total Number of New Hires
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			
	J☐ A☐	Y☐ N☐			

Table 3: List your core or existing employees projected to work on the project

- *Please provide information on your projected core or existing employees that will perform work on the jobsite.*
- *"Core" or "Existing" workers are defined as any worker appearing on the Contractor's active payroll for at least 60 out of the 100 working days prior to the award of this Contract. If necessary, continue on a separate sheet.*

Name of Core or Existing Employee	Construction Trade	Journey or Apprentice	City	Zip Code
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		
		J☐ A☐		

FOR CITY USE ONLY: CityBuild Staff: _____ Approved: Yes ☐ No ☐ Date: _____
Reason: _____

FORM 3: CITYBUILD JOB NOTICE FORM

INSTRUCTIONS: To meet the requirements of the First Source Hiring Program (San Francisco Administrative Code Chapter 83), the Contractor shall notify CityBuild, the First Source Hiring Administrator, of all new hiring opportunities with a minimum of 3 business days prior to the start date.

1. Complete the form and fax to CityBuild 415-701-4896 or EMAIL: workforce.development@sfgov.org

2. Contact Workforce Development at 415-701-4848 or by email: local.hire.ordinance@sfgov.org

   OR call the main line of the Office of Economic and Workforce Development (OEWD) at 415-701-4848 to confirm receipt of fax or email.

ATTENTION: *Please also submit this form to your union or hiring hall if you are required to do so under your collective bargaining agreement or contract. CityBuild is not a Dispatching Hall, nor does this form act as a Request for Dispatch. All formal Requests for Dispatch will be conducted through your union or hiring hall.*

Section A. Job Notice Information

Trade _____ # of Journeymen _____ # of Apprentices _____

Start Date _____ Start Time _____ Job Duration _____

Brief description of your scope of work: _____

Section B. Union Information *(Union contractors complete Section B. Otherwise, leave Section B blank)*

Local # _____ Union Contact Name _____ Union Phone # _____

Section C. Contractor Information

Project Name: _____

Jobsite Location: _____

Contractor: _____ Prime ☐ Sub ☐

Contractor Address: _____

Contact Name: _____ Title: _____

Office Phone: _____ Cell Phone: _____ Email: _____

Alt. Contact: _____ Phone #: _____

Contractor Contact Signature _____ Date _____

OEWD USE ONLY *Able to Fill* Yes ☐ No ☐

Attachment B

Local Hiring Requirements

[see attached]

WORKFORCE DEVELOPMENT PLAN – ATTACHMENT B

LOCAL HIRING PLAN FOR CONSTRUCTION

1.1 SUMMARY

A. This Attachment B to the India Basin Workforce Agreement ("**Local Hiring Plan**") governs the obligations of the Project to comply with the City's Local Hiring Policy for Construction pursuant to Chapter 82 of the San Francisco Administrative Code (the "**Policy**"). In the event of any conflict between Administrative Code Chapter 82 and this Attachment, this Attachment shall govern.

B. The provisions of this Local Hiring Plan are hereby incorporated as a material term of the Development Agreement. Developer performing any work on City Property under the Development Agreement shall require any Contractor performing Construction Work on City Property to agree that (i) the Contractor shall comply with all applicable requirements of this Local Hiring Plan; (ii) the provisions of this Local Hiring Plan and the Policy are reasonable and achievable by Contractor and its Subcontractors; and (iii) they have had a full and fair opportunity to review and understand the terms of the Local Hiring Plan.

C. The Office of Economic and Workforce Development (OEWD) is responsible for administering the Local Hiring Plan and will be administering its applicable requirements. For more information on the Policy and its implementation, please visit the OEWD website at: www.workforcedevelopmentsf.org.

D. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement or the Policy, as applicable.

1.2 DEFINITIONS

A. "Apprentice" means any worker who is indentured in a construction apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.

B. "Area Median Income (AMI)" means unadjusted median income levels derived from the Department of Housing and Urban Development ("HUD") on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.

C. "Construction Work" means the initial construction of all Horizontal Improvements that are required or permitted to be made to the Project Site to be carried out by Developer under the Development Agreement. The parties acknowledge that the Construction Work does not include the construction of Buildings on non-City property or that are not intended for dedication to the City under the Development Agreement.

D. "Covered Project" means Construction Work with an estimated cost in excess of the Threshold Amount.

E. "Contractor" means a prime contractor, general contractor, or construction manager contracted by a Developer who performs Construction Work

F. "Disadvantaged Worker" as defined in Administrative Code Section 82.3 (as that Code Section is amended from time to time, except to the extent that future changes to the definition are prohibited under the terms of Section 5.3(b)(xi) of the Development Agreement).

G. "Job Notification" means the written notice of any Hiring Opportunities from Contractor to CityBuild. Contractor shall provide Job Notifications to CityBuild with a minimum of 3 business days' notice.

H. "Local Resident" means an individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the project.

I. "Non-Covered Project" means any construction projects not covered by the San Francisco Local Hiring Policy.

J. "Project Work". Construction Work performed as part of a Covered Project.

K. "Project Work Hours" means the total onsite work hours worked on a construction contract for a Covered Project by all Apprentices and journey-level workers, whether those workers are employed by the Contractor or any Subcontractor.

L. "Subcontractor" means any person, firm, partnership, owner operator, limited liability company, corporation, joint venture, proprietorship, trust, association, or other entity that contracts with a Contractor or another subcontractor to provide services to a Contractor or another subcontractor in fulfillment of the Contractor's or that other subcontractor's obligations arising from a contract for construction work on a Covered Project who performs Construction Work on the 28 Acre site.

M. "Targeted Worker" means any Local Resident or Disadvantaged Worker.

N. "Threshold Amount" as defined in Section 6.1 of the San Francisco Administrative Code.

1.3 LOCAL HIRING REQUIREMENTS

A. Total Project Work Hours By Trade. For all construction contracts for Covered Projects, the mandatory participation level in terms of Project Work Hours within each trade to be performed by Local Residents is 30%, with a goal of no less than 15% of Project Work Hours within each trade to be performed by Disadvantaged Workers. The mandatory participation levels required under this Local Hire Program will be determined by OEWD for each Phase under the Development Agreement, and in no event shall be greater than 30%; however, the Parties acknowledge that Developer intends to require each construction contract for Covered Projects to meet the mandatory participation levels on an individual contract level.

B. Apprentices: For all construction contracts for Covered Projects, at least 30% of the Project Work Hours performed by Apprentices within each trade is required to be performed by Local Residents, with an aspirational goal of achieving 50%. Hiring

preferences shall be given to Apprentices who are referred by the CityBuild program This document also establishes a goal of no less than 25% of Project Work Hours performed by Apprentices within each trade to be performed by Disadvantaged Workers.

C. Out-of-State Workers. For all Covered Projects, Project Work Hours performed by residents of states other than California will not be considered in calculation of the number of Project Work Hours to which the local hiring requirements apply. Contractors and Subcontractors shall report to OEWD the number of Project Work Hours performed by residents of states other than California.

D. Pre-construction or other Local Hire Meeting. Prior to commencement of Construction Work on Covered Projects, Contractor and its Subcontractors whom have been engaged by contract and identified in the Local Hiring Forms as contributing toward the mandatory local hiring requirement shall attend a preconstruction or other Local Hire meeting(s) convened by Developer or OEWD staff. Representatives from Contractor and the Subcontractor(s) who attend the pre-construction or other Local Hire meeting must have hiring authority. Contractor and its Subcontractors who are engaged after the commencement of Construction Work on a Covered Project shall attend a future preconstruction meeting or meetings as mutually agreed by Contractor and OEWD staff.

E. This Local Hiring Plan does not limit Contractor's or its Subcontractors' ability to assess qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Local Hiring Plan shall be interpreted so as to require a Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

F. Construction Work for Non-Covered Projects will be subject to the First Source Hiring Program for Construction Work in accordance with Section III.C.3 of the Workforce Agreement.

1.4 CITYBUILD WORKFORCE DEVELOPMENT PROGRAM: EMPLOYMENT NETWORKING SERVICES

A. OEWD administers the CityBuild Program. Subject to any collective bargaining agreements in the building trades and applicable law, CityBuild shall be a primary resource available for Contractor and Subcontractors to meet Contractors' local hiring requirements under this Local Hiring Plan. CityBuild has two main goals:

1. Assist with local hiring requirements under this Local Hiring Plan by connecting Contractor and Subcontractors with qualified journey-level, Apprentice, and pre-Apprentice Local Residents.

2. Promote training and employment opportunities for disadvantaged workers of all ethnic backgrounds and genders in the construction work force.

B. Where a Contractor's or its Subcontractors' preferred or preexisting hiring or staffing procedures for a Covered Project do not enable Contractor to satisfy the local hiring requirements of this Local Hiring Plan, the Contractor or Subcontractor shall use other procedures to identify and retain Targeted Workers, including the following:

1. Requesting to connect with workers through CityBuild, with qualifications described in the request limited to skills directly related to performance of job duties.

2. Considering Targeted Workers networked through CityBuild within three business days of the request and who meet the qualifications described in the request. Such consideration may include in-person interviews. All workers networked through CityBuild will qualify as Disadvantaged Workers under this Local Hiring Plan. Neither Contractor nor its Subcontractors are required to make an independent determination of whether any worker is a "Disadvantaged Worker" as defined above.

C. CONDITIONAL WAIVER FROM LOCAL HIRING REQUIREMENTS

A. Contractor or the Subcontractor may use one or more of the following pipeline and retention compliance mechanisms to receive a conditional waiver from the Local Hiring Requirements of Section 1.3 on a project-specific basis. All requests for conditional waivers must be submitted to OEWD for approval.

1. Specialized Trades: OEWD has published a list of trades designated as "Specialized Trades" for which the local hiring requirements of this Local Hiring Plan will not apply. The list is available on the OEWD website. Contractor and its Subcontractors shall report to OEWD the Project Work Hours utilized in each designated Specialized Trade and in each OEWD-approved project-specific Specialized Trade.

2. Credit for Hiring on Non-Covered Projects: Contractor and its Subcontractors may accumulate credit hours for hiring Targeted Workers on Non-Covered Projects in the nine-county San Francisco Bay Area and apply those credit hours to contracts for Covered Projects to meet the mandatory local hiring requirement. For hours performed by Targeted Workers on Non-Covered Projects, the hours shall be credited toward the local hiring requirement for this Contract provided that:

   a. the Targeted Workers are paid the prevailing wages or union scale for work on the Non-Covered Projects; and

   b. such credit hours shall be committed to by the Contractor on future projects to satisfy any short fall the Contractor may have on a Covered Project. Such commitment shall be in writing by the Contractor, shall extend for a period of time negotiated between the contractor and OEWD, and shall commit to satisfying any assessed penalties should Contractor fail to achieve the required credit hours.

3. Sponsoring Apprentices: Contractor or a Subcontractor may agree to sponsor an OEWD-specified number of new Apprentices in trades in which noncompliance is likely and retaining those Apprentices for the period of Contractor's or a Subcontractor's work on the project. OEWD will verify with the California Department of Industrial Relations that the new Apprentices are registered and active Apprentices. Contractor will be required to write a sponsorship letter on behalf of the identified candidate to the appropriate Local Union and will make the necessary arrangements with the Union to hire the candidate as soon as s/he is indentured.

4. Direct Entry Agreements: OEWD is authorized to negotiate and enter into direct entry agreements with apprenticeship programs that are registered with the

California Department of Industrial Relations' Division of Apprenticeship Standards. Contractor may avoid assessment of penalties for non-compliance with this Local Hiring Plan by Contractor or its Subcontractors hiring and retaining Apprentices who are enrolled through such direct entry agreements. Contractor may also utilize OEWD-approved organizations with direct entry agreements with Local Unions, including District 10 based organizations to hire and retain Targeted Workers. To the extent that Contractor or its Subcontractors have hired Apprentices or Targeted Workers under a direct entry agreement entered into by OEWD or reasonably approved by OEWD, OEWD will not assess penalties for non-compliance with this Local Hiring Plan.

5. Corrective Actions: Should local employment conditions be such that adequate Targeted Workers for a craft, or crafts, are not available to meet the requirements and Contractor can document their efforts to achieve the requirements through the mechanisms and processes in this document, a corrective action plan must be negotiated between Contractor and OEWD.

1.5 LOCAL HIRING FORMS

A. Utilizing the City's online Project Reporting System, Contractors for Covered Projects shall submit the following forms, as applicable, to the Contracting City Agency and OEWD:

1. Form 1: Local Hiring Workforce Projection. OEWD Form 1 (Local Hiring Workforce Projection), a copy of which is attached, shall be initially submitted prior to the start of construction and updated quarterly by the Contractor until all subcontracting is completed.

2. Form 2: Local Hiring Plan. For Covered Projects estimated to cost more than $1,000,000, Contractor shall prepare and submit to Contracting City Agency and OEWD for approval a Local Hiring Plan for the project using OEWD Form 2, a copy of which is attached . This Form 2 shall be initially submitted prior to the start of construction and updated quarterly by the Contractor until all subcontracting is completed.

3. Job Notifications. Upon commencement of work, Contractor and its Subcontractors may submit Job Notifications to CityBuild to connect with local trades workers.

4. Form 4: Conditional Waivers. If a Contractor or a Subcontractor believes the local hiring requirements cannot be met, it will submit OEWD Form 4 (Conditional Waiver), a copy of which is attached, as more particularly described in Articles 1.4 and 1.5 above.

1.6 ENFORCEMENT, RECORD KEEPING, NONCOMPLIANCE AND PENALTIES

A. Subcontractor Compliance. Each Contractor and Subcontractor shall ensure that all Subcontractors agree to comply with applicable requirements of this document. All Subcontractors agree as a term of participation on the Project that the City shall have third party beneficiary rights under all contracts under which Subcontractors are performing Project Work. Such third party beneficiary rights shall be limited to the right to enforce the requirements of this Local Hiring Plan directly against the Subcontractors. All Subcontractors on the Project shall be responsible for complying with the

recordkeeping and reporting requirements set forth in this Local Hiring Plan. Subcontractors with work in excess of the of $600,000 shall be responsible for ensuring compliance with the Local Hiring Requirements set forth in Section 1.3 of this Local Hiring Plan based on Project Work Hours performed under their Subcontracts, including Project Work Hours performed by lower tier Subcontractors with work less than the Threshold Amount.

B. Reporting. Contractor shall submit certified payrolls to the City electronically using the Project Reporting System. OEWD and will monitor compliance with this Local Hiring Plan electronically.

C. Recordkeeping. Contractor and each Subcontractor shall keep, or cause to be kept, for a period of four years from the date of Substantial Completion of Construction Work, certified payroll and basic records, including time cards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing work on a Covered Project.

1. Such records shall include the name, address and social security number of each worker who worked on the covered project, his or her classification, a general description of the work each worker performed each day, the Apprentice or journey-level status of each worker, daily and weekly number of hours worked, the self-identified race, gender, and ethnicity of each worker, whether or not the worker was a Local Resident, and the referral source or method through which the contractor or subcontractor hired or retained that worker for work on the Covered Project (e.g., core workforce, name call, union hiring hall, City-designated referral source, or recruitment or hiring method) as allowed by law.
2. Contractor and Subcontractors may verify that a worker is a Local Resident by following OEWD's domicile policy.
3. All records described in this subsection shall at all times be open to inspection and examination by the duly authorized officers and agents of the City, including representatives of the OEWD.

D. Monitoring. From time to time and in its sole discretion, OEWD may monitor and investigate compliance of Contractor and Subcontractors working on a Covered Project with requirements of this Local Hiring Plan. Contractor shall allow representatives of OEWD, in the performance of their duties, to engage in random inspections of Covered Projects. Contractor and all Subcontractors shall also allow representatives of OEWD to have access to employees of the Contractor and Subcontractors and the records required to be maintained under this document.

E. Noncompliance and Penalties. Failure of Contractor and/or its Subcontractors to comply with the requirements of this document and the obligations set forth in this Local Hiring Plan may subject Contractor to the consequences of noncompliance, including but not limited to the assessment of penalties, but only if City determines that the failure to comply results from willful actions of Contractor and/or its Subcontractors, and not by reason of unavailability of sufficient qualified Local Residents and Disadvantaged Workers to meet the goals required hereunder. The assessment of penalties for noncompliance shall not preclude the City from exercising any other rights or remedies to which it is entitled.

1. **Penalties Amount.** If any Contractor or Subcontractor fails to satisfy the Local Hiring Requirements of this Local Hiring Plan applicable to Project Work Hours performed by Local Residents, and the applicable Contractor or Subcontractor is unable to provide evidence reasonably satisfactory to the City that such failure arose solely due to unavailability of qualified Local Residents despite Contractors or Subcontractors good faith efforts in accordance with this Local Hiring Program, then the Contractor, and in the case of any Subcontractor so failing, and Subcontractor shall jointly and severally forfeit to the City, an amount equal to the Journeyman or Apprentice prevailing wage rate, as applicable, with such wage as established by the Board of Supervisors or the California Department of Industrial Relations under subsection 6.22(e)(3) of the Administrative Code, for the primary trade used by the Contractor or Subcontractor on the Covered Project for each hour by which the Contractor or Subcontractor fell short of the Local Hiring Requirement. The assessment of penalties under this subsection shall not preclude the City from exercising any other rights or remedies to which it is entitled.

2. **Assessment of Penalties.** OEWD shall determine whether a Contractor and/or any Subcontractor has failed to comply with the Local Hire Requirement. If after conducting an investigation, OEWD determines that a violation has occurred, it shall issue and serve an assessment of penalties to the Contractor and/or any Subcontractor that sets forth the basis of the assessment and orders payment of penalties in the amounts equal to the Journeyman or Apprentice prevailing wage rates, as applicable, for the primary trade used by the Contractor or Subcontractor on the Project for each hour by which the Contractor or Subcontractor fell short of the Local Hiring Requirement. Assessment of penalties under this subsection shall be made only upon an investigation by OEWD and upon written notice to the Contractor or Subcontractor identifying the grounds for the penalty and providing the Contractor or Subcontractor with the opportunity to respond pursuant to the recourse procedures prescribed in this Local Hiring Plan.

3. **Recourse Procedure.** If the Contractor or Subcontractor disagrees with the assessment of penalties, then the following procedure applies:

    a. The Contractor or Subcontractor may request a hearing in writing within 15 days of the date of the final notification of assessment. The request shall be directed to the City Controller. Failure by the Contractor or Subcontractor to submit a timely, written request for a hearing shall constitute concession to the assessment and the forfeiture shall be deemed final upon expiration of the 15-day period. The Contractor or Subcontractor must exhaust this administrative remedy prior to commencing further legal action.

    b. Within 15 days of receiving a proper request, the Controller shall appoint a hearing officer with knowledge and not less than five years' experience in labor law, and shall so advise the enforcing official and the Contractor or Subcontractor, and/or their respective counsel or authorized representative.

    c. The hearing officer shall promptly set a date for a hearing. The hearing must commence within 45 days of the notification of the appointment of the hearing officer and conclude within 75 days of such notification unless all parties agree to an extended period.

d. Within 30 days of the conclusion of the hearing, the hearing officer shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the hearing officer shall consist of findings and a determination. The hearing officer's findings and determination shall be final.

e. The Contractor or Subcontractor may appeal a final determination under this by filing in the San Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure Section 1084 *et seq.*, as applicable and as may be amended from time to time.

1.8 COLLECTIVE BARGAINING AGREEMENT

Nothing in this Local Hiring Plan shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreements or existing employment contracts (Collective Bargaining Agreements"). In the event of a conflict between this Local Hiring Plan and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Local Hiring Plan.

END OF DOCUMENT

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

LOCAL HIRING PROGRAM
OEWD FORM 1
CONSTRUCTION CONTRACTS

FORM 1: LOCAL HIRING WORKFORCE PROJECTION

Contractor: _____ **Project Name:** _____ **Contract #:** _____

The Contractor must complete and submit this *Local Hiring Workforce Projection* (Form 1) prior to the start of construction and quarterly until all subcontracting is complete. The Contractor must include information regarding all of its Subcontractors who will perform construction work on the project regardless of Tier and Value Amount.

Will you be able to meet the mandatory Local Hiring Requirements?

☐ **YES (*Please provide information for all contractors performing construction work in Table 1 below.)***

☐ **NO (*Please complete Table 1 below and Form 4: Conditional Waivers.*)**

INSTRUCTIONS FOR COMPLETING TABLE 1:

1. Please organize the contractors' information based on their Trade Craft work.
2. For contractors performing work in various Trade Craft, please list contractor name in each Trade Craft (*i.e. if Contractor X will perform two trades, list Contractor X under two Trade categories.*)
3. If you anticipate utilizing Apprentices on this project, please note the requirement that 30% of Apprentice hours must be performed by San Francisco residents.
4. Additional blank form is available at our Website: www.workforcedevelopsf.org. For assistance or questions in completing this form, contact (415) 701-4894 or Email @ Local.hire.ordinance@sfgov.org.

TABLE 1: WORKFORCE PROJECTION

Trade Craft	Contractor *List contractors by Trade Craft*		Est. Total Work Hours	Est. Total Local Work Hours	Est. Total Local Work Hours %
Example: *Laborer*	*Contractor X*	***Journey***	800	250	31%
		Apprentice	200	100	50%
Example: *Laborer*	*Contractor Y*	***Journey***	500	100	20%
		Apprentice	0	0	0
Example:	**TOTAL LABORER**	***Journey***	1300	350	**27%**
		Apprentice	200	100	**50%**
Example:	**TOTAL**		**1500**	**450**	**30%**
		Journey			
		Apprentice			
		Journey			
		Apprentice			
		Journey			
		Apprentice			

DISCLAIMER: *If the Total Work Hours for a Trade Craft are less than 5% of the Total Project Work Hours, the Trade Craft is exempt from the Mandatory Requirement. Subsequently, if the Trade Craft exceeds 5% of the Total Project Work Hours at any time during the project, the Trade Craft is subject to the Mandatory Requirement.*

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CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

Name of Authorized Representative	Signature	Date	Phone	Email

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

LOCAL HIRING PROGRAM
OEWD FORM 2
CONSTRUCTION CONTRACTS

FORM 2: LOCAL HIRING PLAN

Contractor: _____ **Project Name:** _____ **Contract #:** _____

If the Estimate for this Project exceeds **$1 million**, then Contractor must submit a *Local Hiring Plan* using this Form 2 through the City's Project Reporting System. Form 2 shall be initially submitted prior to the start of construction and include all known subcontractors. Contractor shall update this Form 2 quarterly as subcontractors are identified and shall continue with updates until all subcontracting is complete. The OEWD-approved Local Hiring Plan will be a Contract Document and will be the basis for determining Contractor's and its Subcontractors' compliance with the local hiring requirements. Any OEWD-approved *Conditional Waivers* (Form 4) will be incorporated into the OEWD-approved Local Hiring Plan.

COMPLETE AND SUBMIT A SEPARATE FORM 2 FOR EACH TRADE THAT WILL BE UTILIZED ON THIS PROJECT.

INSTRUCTIONS:

1. Please complete tables below for Contractor and all Subcontractors that will be contributing Project Work Hours to meet the Local Hiring Requirement.
2. Please note that a Form 2 will need to be developed and approved separately for each trade craft that will be utilized on this project.
3. If you anticipate utilizing apprentices on this project, please note the requirement that 30% of apprentice hours must be performed by San Francisco residents.
4. The Contractor and each Subcontractor identified in the Local Hiring Plan must sign this form before it will be considered for approval by OEWD.
5. If applicable, please attach all OEWD-approved Form 4 Conditional Waivers.
6. Additional blank form is available at our Website: www.workforcedevelopsf.org. For assistance or questions in completing this form, contact (415) 701-4894 or Email @ Local.hire.ordinance@sfgov.org.

List Trade Craft. Add numerical values from Form 1: Local Hiring Workforce Projection and input in the table below.

Trade Craft	Total Work Hours	Total Local Work Hours	Local Work Hours%	Total Apprentice Work Hours	Total Local Apprentice Work Hours	Local Apprentice Work Hours %
Example: *Laborer*	*1500*	*450*	*30%*	*200*	100	50%

List all contractors contributing to the project work hours to meet the Local Hiring Requirements for the above Trade Craft

Contractor and Authorized Representative	Local Journey Hours	Local Apprentice Hours	Total Local Work Hours	Start Date	Number of Working Days	*Contractor Signature
Contractor X Joe Smith	250	100	350	3/25/13	60	*Joe Smith*
Contractor Y Michael Lee	100	0	100	5/25/13	30	*Michael Lee*

****We the undersigned, have reviewed Form 2 and agree to deliver the hours set forth in this document.***

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Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

City Use Only	
OEWD Approval	☐ Yes ☐ No
Signature and Date:	

SAN FRANCISCO
Office of Economic and Workforce Development

FORM 4: CONDITIONAL WAIVERS

Contractor: _____ **Project Name:** _____ **Contract #:** _____

Upon approval from OEWD, Contractors and Subcontractors may use one or more of the following pipeline and retention compliance mechanisms to receive a Conditional Waiver from the Local Hiring Requirements on a project-specific basis. Conditional Waivers must be approved by OEWD. If applicable, each subcontractor must submit their individual Waiver request to OEWD and copy their Prime Contractor. This form can be submitted at any time.

TRADE WAIVER INFORMATION: Please provide information on the Trades you are requesting Waivers for:

Laborer Trade Craft	Est. Total Work Hours	Projected Deficient Local Work Hours	Laborer Trade Craft	Est. Total Work Hours	Projected Deficient Local Work Hours
1.			3.		
2.			4.		

Please check any of the following Conditional Waivers and complete the appropriate boxes for approval:

☐ 1. SPECIALIZED TRADES ☐ 2. SPONSORING APPRENTICES ☐ 3. CREDIT FOR NON-COVERED PROJECTS

1. SPECIALIZED TRADES: Will your firm be requesting Conditional Waivers for "Specialized Trades" designated by OEWD and listed on OEWD's website or project-specific Specialized Trades approved by OEWD during the bid period? ☐ Yes ☐ No

Please CHECK off the following Specialized Trades you are claiming for Condition Waiver:

☐ MARINE PILE DRIVER ☐HELICOPTER, CRANE, OR DERRICK BARGE OPERATOR ☐IRONWORKER CONNECTOR
☐ STAINLESS STEEL WELDER ☐TUNNEL OPERATING ENGINEER ☐ELECTRICAL UTILITY LINEMAN ☐MILLWRIGHT
☐ TRADE CRAFT IS LESS THAN 5% OF TOTAL WORK HOURS. ***LIST:***

a. List OEWD-approved project-specific Specialized Trades approved during the bid period:

OEWD APPROVAL: ☐ **Yes** ☐ **No** **OEWD Signature:**

2. SPONSORING APPRENTICES: Will you be able to work with OEWD to sponsor an OEWD-specified number of new apprentices in the agreeable trades into California Department of Industrial Relations' Division of Apprenticeship Standards approved apprenticeship programs? ☐ Yes ☐ No

PLEASE PROVIDE DETAILS: Construction Trade	Est. # of Sponsor Positions	Union (Yes / No)	If Yes, Local #	Est. Start Date	Est Duration of Working Days	Est Total Work Hours Performed
		Y ☐ N ☐				
		Y ☐ N ☐				

OEWD APPROVAL: ☐ **Yes** ☐ **No** **OEWD Signature:**

3. CREDIT for HIRING on NON-COVERED PROJECTS: If your firm cannot meet the mandatory local hiring requirement, will you be requesting credit for hiring Targeted Workers on Non-covered Projects? ☐ Yes ☐ No

PLEASE PROVIDE DETAILS: Labor Trade, Position, or Title		Est. # of Off-site Hires	Est Total Work Hours Performed	Offsite Project Name	Project Address
	Journey				
	Apprentice				

OEWD APPROVAL: ☐ **Yes** ☐ **No** **OEWD Signature:**

Attachment C

LBE Utilization Plan

[see attached]

WORKFORCE AGREEMENT

ATTACHMENT C - LBE UTILIZATION PLAN

1. Purpose and Scope. This Attachment C ("**LBE Utilization Plan**") governs the Local Business Enterprise obligations of the Project pursuant to San Francisco Administrative Code Section 14B.20 and satisfies the obligations of each Project Sponsor and its Contractors and Consultants for a LBE Utilization Plan as set forth therein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Workforce Plan or Section 14B.20 as applicable. Developer will seek to, whenever practicable, conduct outreach to contracting teams that reflect the diversity of the City and include participation of both businesses and residents from the City's most disadvantaged communities such as the 94107, 94124, and 94134 zip codes. In the event of any conflict between Administrative Code Chapter 14B and this Attachment, this Attachment shall govern.

2. Roles of Parties. In connection with the design and construction phases of all Construction Work (as defined in the Workforce Plan), the Project will provide community benefits designed to foster employment opportunities for disadvantaged individuals by offering contracting and consulting opportunities to local business enterprises ("LBEs"). Each Project Sponsor shall participate in a local business enterprise program, and the City's Contract Monitoring Division will serve the roles as set forth below.

3. Definitions. For purposes of this Attachment, the definitions shall be as follows:

a. "CMD" shall mean the Contract Monitoring Division of the City Administrator's Office.

b. "Commercially Useful Function" shall mean that the business is directly responsible for providing the materials, equipment, supplies or services to the Contracting Party as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are those required and sought by the Contracting Party.

c. "Consultant" shall mean a person or company that has entered into a professional services contract for monetary consideration with a Project Sponsor to provide advice or services to the Project Sponsor directly related to the architectural or landscape design, physical planning, and/or civil, structural or environmental engineering of an LBE Improvement.

d. "Contract(s)" shall mean an agreement, whether a direct contract or subcontract, for Consultant or Contractor services for all or a portion of an LBE Improvement.

e. "Contracting Party" means a Project Sponsor, Contractor or Consultant retained to work on LBE Improvements, as the case may be.

f. "Contractor" shall mean a prime contractor, general contractor, or construction manager contracted by a Project Sponsor who performs construction work on an LBE Improvement.

g. "Follow-on Tenant Improvements" means tenant improvements within commercial spaces in residential or commercial buildings (office, retail) that are constructed pursuant to an approved building permit or site permit/addenda issued after the building permit or site permit/addenda for the Initial Tenant Improvements.

h. "Good Faith Efforts" shall mean procedural steps taken by the Project Sponsor, Contractor or Consultant with respect to the attainment of the LBE participation goals, as set forth in Section 7 below.

i. "Initial Tenant Improvements" means tenant improvements within commercial spaces in residential or commercial buildings (office, retail) that are constructed pursuant to the first building permit or site permit/addenda issued for such spaces after completion of building core and shell.

j. "Local Business Enterprise" or "LBE" means a business that is certified as an LBE under Chapter 14B.3.

k. "LBE Liaison" shall mean the Project Sponsor's primary point of contact with CMD regarding the obligations of this LBE Utilization Plan. Each prime Contractor(s) shall likewise have a LBE Liaison.

l. "LBE Improvements" means, as applicable, (a) all Horizontal Improvements required or permitted to be made to the Project Site to be carried out by Developer under the Development Agreement and (b) Workforce Buildings.

m. "Project Sponsor" shall mean the Developer of Horizontal Improvements or of Buildings constructed pursuant to the Development Agreement.

n. "Subconsultant" shall mean a person or entity that has a direct Contract with a Consultant to perform a portion of the work under a Contract for an LBE Improvement.

o. "Subcontractor" shall mean a person or entity that has a direct Contract with a Contractor to perform a portion of the work under a Contract for Construction Work.

p. "Workforce Buildings" means the following: (i) residential buildings, including associated residential units, common space, amenities, parking and back of house construction; (ii) commercial office, retail, parking buildings core & shell; (iii) tenant improvement for all commercial spaces in residential or commercial buildings (office, retail) which are 15,000 square feet (per square footage on building permit application) and above; and (iv) all construction related to standalone affordable housing buildings. Workforce Buildings shall expressly exclude residential owner-contracted improvements in for-sale residential units. Developer will use good faith efforts to hire LBEs for ongoing service contracts (e.g. maintenance, janitorial, landscaping, security etc.) within Workforce Buildings and advertise such contracting opportunities with CMD except to the extent impractical or infeasible. If a master association is responsible for the operation and maintenance of publicly owned improvements within the Project Site, CMD shall refer LBEs to such association for consideration with regard to contracting opportunities for such improvements. Such association will consider, in good faith such LBE referrals, but hiring decisions shall be entirely at the discretion of such association.

4. LBE Participation Goal. Project Sponsor agrees to participate in this LBE Utilization Plan and CMD agrees to work with Project Sponsor in this effort, as set forth in this Attachment C. As long as this Attachment C remains in full force and effect, each Project Sponsor shall make good faith efforts as defined below to achieve an overall LBE participation goal of [18%] of the total cost of all Contracts for an LBE Improvement awarded to LBE Contractors, Subcontractors, Consultants or Subconsultants that are Small and Micro-LBEs, as set forth in Administrative Code Section 14B.8(A); Follow-on Tenant Improvements and services are not included in the numerical goal. Notwithstanding the foregoing, CMD's Director may, in his or her discretion, provide for a downward adjustment of the LBE participation requirement, depending on LBE participation data presented by the Project Sponsor and its team in quarterly and annual reports and meetings. Where, based on reasonable evidence presented to the Director by a party attempting to achieve the LBE Participation goals, that there are not sufficient qualified Small and Micro-LBEs available, the Director may authorize the applicable party to satisfy the LBE participation goal through the use of Small, Micro or SBA-LBEs (as each such term is defined is employed in Chapter 14B of the Administrative Code), or may set separate subcontractor participation requirements for Small and Micro- LBEs, and for SBA-LBEs.

5. Project Sponsor Obligations. For each LBE Improvement, the Project Sponsor shall comply with the requirements of this Attachment C as follows: Upon entering into a Contract with a Contractor or Consultant, each Project Sponsor will include each such Contract a provision requiring the Contractor or Consultant to comply with the terms of this Attachment C, and setting forth the applicable percentage goal for such Contract, and provide a signed copy thereof to CMD within 10 business days of execution. Such Contract shall specify the notice information for the Contractor or Consultant to receive notice pursuant to Section 17. Each Project Sponsor shall identify a "LBE Liaison" as its main point of contact for outreach/compliance concerns. The LBE Liaison shall be a LBE Consultant with the experience in and responsible for making recommendations on how to maximize engagement of local small businesses/LBEs from disadvantaged communities including the 94124, 94134 and 94107 zip codes. The LBE Liaison shall be available to meet with CMD staff on a regular basis or as necessary regarding the implementation of this Attachment C. For the term of the Development Agreement, at least once per year, each Project Sponsor shall hold a public workshop for applicable contractor communities to publicize anticipated contracting opportunities for LBE Improvements for the succeeding year, which workshops may be held independently or in conjunction with each other. Each Project Sponsor will use good faith efforts to hire Small, Micro or SBA-LBEs for ongoing service contracts including janitorial, security and parking management contracts and advertise these contracting opportunities with the CMD except to the extent impractical or infeasible (e.g., a parking management contract cannot be broken down to allow two parking operators). Each Project Sponsor agrees to utilize a "subguard" policy or other means (i.e., OCIP or CCIP) to provide bonding capacity or assistance for LBEs working on the Project at the developer or contractor's option, should the firm be required to bond.

If a Project Sponsor fulfills its obligations as set forth in this Section 6 and otherwise cooperates in good faith at CMD's request with respect to any meet and confer process or enforcement action against a non-compliant Contractor, Consultant, Subcontractor or Subconsultant, then it shall not be held responsible for the failure of a Contractor, Consultant, Subcontractor or Subconsultant or any other person or party to comply with the requirements of this Attachment C.

7. Good Faith Efforts. City acknowledges and agrees that each Project Sponsor, Contractor, Subcontractor, Consultant and Subconsultant shall have the sole discretion to qualify, hire or not hire LBEs. If a Contractor or Consultant does not meet the LBE hiring goal set forth above, it will nonetheless be deemed to satisfy the good faith effort obligation of this Section 7 and thereby satisfy the requirements and obligations of this Attachment C if the Contractor, Consultants and their Subcontractors and Subconsultants, as applicable, perform the good faith efforts set forth in this Section 7 as follows:

a. Advance Notice. Notify CMD in writing of all upcoming solicitations of proposals for work under a Contract at least 15 business days before issuing such solicitations to allow opportunity for CMD to identify and outreach to any LBEs that it reasonably deems may be qualified for the Contract scope of work.

b. Contract Size. Where practicable, the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant, in their sole discretion, may divide the work in order to encourage maximum LBE participation or, encourage joint venturing. The Contracting Party will identify specific items of each Contract that may be performed by Subcontractors.

c. Advertise. The Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant may advertise for professional services and contracting opportunities in media focused on small businesses including the Bid and Contract Opportunities website through the City's Office of Contract Administration (http://mission.sfgov.org/OCABidPublication) and other local and trade publications, and allowing subcontractors to attend outreach events, pre-bid meetings, and inviting LBEs to submit bids to Project Sponsor or its prime Contractor or Consultant, as applicable. As Contractor deems necessary, convene pre-bid or pre-solicitation meetings no less than 15 days prior to the opening of bids and proposals for LBEs to ask questions about the selection process and technical specifications/requirements.

d. CMD Invitation. If a pre-bid meeting or other similar meeting is held with proposed Contractors, Subcontractors, Consultants or Subconsultants, invite CMD to the meeting to allow CMD to explain proper LBE utilization.

e. Public Solicitation. The Project Sponsor or its prime Contractor(s) and/or Consultants, as applicable, will work with CMD to follow up on initial solicitations of interest by contacting LBEs to determine with certainty whether they are interested in performing specific items in a project.

f. Outreach and Other Assistance. The Project Sponsor or its prime Contractor (s) and/or Consultants, as applicable, will a) provide LBEs with plans, specifications and requirements for all or part of the project; b) notify LBE trade associations that disseminate bid and contract information and provide technical assistance to LBEs. The designated LBE Liaison(s) will work with CMD to conduct outreach to LBEs for all consulting/contracting opportunities in the applicable trades and services in order to encourage them to participate on the project.

g. Contacts. Make contacts with LBEs, associations or development centers, or any agencies, which disseminate bid and contract information to LBEs and document any other efforts undertaken to encourage participation by LBEs.

h. Good Faith/Nondiscrimination. Make good faith efforts to enter into Contracts with LBEs and give good faith consideration to bids and proposals submitted by LBEs. Use nondiscriminatory selection criteria (for the purpose of clarity, exercise of subjective aesthetic taste in selection decisions for architect and other design professionals shall not be deemed discriminatory and the exercise of its commercially reasonable judgment in all hiring decisions shall not be deemed discriminatory).

i. Incorporation into contract provisions. Project Sponsor shall include in Contracts provisions that require prospective Contractors and Consultants that will be utilizing Subcontractors or Subconsultants to follow the above good faith efforts to subcontract to LBEs, including the overall LBE participation goal and any LBE percentage that may be required under such Contract (Note: Developer/applicable tenants shall follow this programs Good Faith Efforts for Follow-on Tenant Improvements and services, but such work is not subject to the numerical LBE goal).

j. Monitoring. Allow CMD Contract Compliance unit to monitor Consultant/Contractor selection processes and, when necessary give suggestions as to how best to maximize LBEs ability to complete and win procurement opportunities.

k. Maintain Records and Cooperation. Maintain records of LBEs that are awarded Contracts, not discriminate against any LBEs, and, if requested, meet and confer with CMD as reasonably required in addition to the meet and confer sessions described in Section 10 below to identify a strategy to meet the LBE goal;

l. Quarterly and Annual Reports. During construction, the LBE Liaison(s) shall prepare a quarterly and annual report of LBE participation goal attainment and submit to CMD as required by Section 10 herein; and

m. Meet and Confer. Attend the meet and confer process described in Section 10.

8. Good Faith Outreach. Good faith efforts shall be deemed satisfied solely by compliance with Section 7. Contractors and Consultants, and Subcontractors and Subconsultants as applicable shall also work with CMD to identify from CMD's database of LBEs those LBEs who are most likely to be qualified for each identified opportunity under Section 7.a, and following CMD's notice under Section 9.a, shall undertake reasonable efforts at CMD's request to support CMD's outreach identified LBEs as mutually agreed upon by CMD and each Contractor or Consultant and its Subcontractors and Subconsultants, as applicable.

9. CMD Obligations. The following are obligations of CMD to implement this LBE Utilization Plan:

a. During the fifteen (15) business day notification period for upcoming Contracts required by Section 7.a, CMD will work with the Project Sponsor and its Contractor and/or

Consultant as applicable to send such notification to qualified LBEs to alert them to upcoming Contracts.

b. Provide assistance to Contractors, Subcontractors, Consultants and Subconsultants on good faith outreach to LBEs.

c. Review quarterly reports of LBE participation goals; when necessary give suggestions as to how best to maximize LBEs ability to compete and win procurement opportunities.

d. Perform other tasks as reasonably required to assist the Project Sponsor and its Contractors, Subcontractors, Consultants and Subconsultants in meeting LBE participation goals and/or satisfying good faith efforts requirements.

e. Insurance and Bonding. Recognizing that lines of credit, insurance and bonding are problems common to local businesses, CMD staff will be available to explain the applicable insurance and bonding requirements, answer questions about them, and, if possible, suggest governmental or third party avenues of assistance.

10. Meet and Confer Process. Commencing with the first Contract that is executed for an LBE Improvement, and every six (6) months thereafter, or more frequently if requested by either CMD, Project Sponsor or a Contractor or Consultant and the CMD shall engage in an informal meet and confer to assess compliance of such Contractor and Consultants and its Subcontractors and Subconsultants as applicable with this Attachment C. When deficiencies are noted, meet and confer with CMD to ascertain and execute plans to increase LBE participation.

11. Prohibition on Discrimination. Project Sponsors shall not discriminate in its selection of Contractors and Consultants, and such Contractors and Consultants shall not discriminate in their selection of Subcontractors and Subconsultants against any person on the basis of race, gender, or any other basis prohibited by law. As part of its efforts to avoid unlawful discrimination in the selection of Subconsultants and Subcontractors, Contractors and Consultants will undertake the Good Faith Efforts and participate in the meet and confer processes as set forth in Sections 7 and 10 above.

12. Collective Bargaining Agreements. Nothing in this Attachment C shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreement, project stabilization agreement, existing employment contract or other labor agreement or labor contract ("Collective Bargaining Agreements"). In the event of a conflict between this Attachment C and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Attachment C.

13. Reporting and Monitoring. Each Contractor, Consultant, and its Subcontractors and Subconsultants as applicable shall maintain accurate records demonstrating compliance with the LBE participation goals, including keeping track of the date that each response, proposal or bid that was received from LBEs, including the amount bid by and the amount to be paid (if different) to the non-LBE contractor that was selected, documentation of any efforts regarding

good faith efforts as set forth in Section 7. Project Sponsors shall create a reporting method for tracking LBE participation. Data tracked shall include the following (at a minimum):

a. Name/Type of Contract(s) let (e.g. civil engineering contract, environmental consulting, etc.)
b. Name of Contractors (including identifying which are LBEs and non-LBEs)
c. Name of Subcontractors (including identifying which are LBEs and non-LBEs)
d. Scope of work performed by LBEs (e.g. under an architect, an LBE could be procured to provide renderings)
e. Dollar amounts associated with both LBE and non-LBE Contractors at both prime and Subcontractor levels.
f. Total LBE participation is defined as a percentage of total Contract dollars.
g. Outcomes with respect to Developer's efforts to engage (hire) local small businesses/LBEs from disadvantaged communities including the 94124, 94134 and 94107 zip codes.

14. Written Notice of Deficiencies. If based on complaint, failure to report, or other cause, the CMD has reason to question the good faith efforts of a Project Sponsor, Contractor, Subcontractor, Consultant or Subconsultant, then CMD shall provide written notice to the Project Sponsor, each affected Contractor or Consultant and, if applicable, also to its Subcontractor or Subconsultant. The Contractor or Consultant and, if applicable, the Subcontractor or Subconsultant, shall have a reasonable period, based on the facts and circumstances of each case, to demonstrate to the reasonable satisfaction of the CMD that it has exercised good faith to satisfy its obligations under this Attachment C. When deficiencies are noted CMD staff will work with the appropriate LBE Liaison(s) to remedy such deficiencies.

15. Remedies. Notwithstanding anything to the contrary in the Development Agreement, the following process and remedies shall apply with respect to any alleged violation of this Attachment C:

Mediation and conciliation shall be the administrative procedure of first resort for any and all compliance disputes arising under this Attachment C. The Director of CMD shall have power to oversee and to conduct the mediation and conciliation.

Non-binding arbitration shall be the administrative procedure of second resort utilized by CMD for resolving the issue of whether a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant discriminated in the award of one or more LBE Contracts to the extent that such issue is not resolved through the mediation and conciliation procedure described above. Obtaining a final judgment through arbitration on LBE contract related disputes shall be a condition precedent to the ability of the City or the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant to file a request for judicial relief.

If a Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant is found to be in willful breach of the obligations set forth in this Attachment C, assess against the noncompliant Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant liquidated damages not to exceed $25,000 or 5% of the Contract, whichever is less, for each such willful breach. In determining the amount of any liquidated damages to be assessed within the limits described above, the arbitrator or court of competent jurisdiction shall consider the financial capacity of the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

For all other violations of this Attachment C, the sole remedy for violation shall be specific performance, without the limits with respect thereto in Section 9.3 of the Development Agreement.

16. Duration of this Agreement. This Attachment C shall terminate (i) as to each work of Horizontal Improvement where work has commenced under the Development Agreement, upon a determination by the City that such Horizontal Improvement is complete; and (ii) as to each Workforce Building, upon the issuance of the last Certificate of Occupancy for such Workforce Building (i.e., upon completion of the Workforce Building); and (iii) as to all Initial Tenant Improvements and Follow-on Tenant Improvements, ten (10) years after issuance of the last Temporary Certificate of Occupancy for the Buildings in which the Initial Tenant Improvements or Follow-on Tenant Improvements are located. Upon such termination, this Attachment C shall be of no further force and effect.

17. Notice. All notices to be given under this Attachment C shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to CMD: _____
_____
_____
Attn: _____

If to Project Sponsor: _____
_____
_____
Attn: _____

If to Contractor: _____
_____
_____
Attn: _____

If to Consultant: _____

_____

_____

Attn: _____

Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

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Attachment D

Dispute Resolution

1. Arbitration

Any dispute involving the alleged breach or enforcement of this Workforce Agreement (excluding disputes relating to the First Source Hiring Agreement and the applicable City ordinances, which shall be resolved in accordance with their respective terms) shall be submitted to arbitration in accordance with this **Attachment** D.

The arbitration shall be submitted to the American Arbitration Association, San Francisco, California office ("***AAA***") which will use the Commercial Rules of the AAA then applicable, but subject to the further revisions t. If there is a conflict between the Commercial Rules of the AAA and the arbitration provisions in this Attachment D, the arbitration provisions of this Attachment D shall govern. The arbitration shall take place in the City and County of San Francisco.

2. Demand for Arbitration

The party seeking arbitration shall make a written demand for arbitration ("***Demand for Arbitration***") in accordance with the notice procedures of Appendix Pt. A, Section 5 (Notices). The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying the entities believed to be involved in the dispute; (2) a copy of the notice of default, if any, sent from one party to the other; (3) any written response to the notice of default; and (4) a brief statement of the nature of the alleged default.

3. Parties' Participation

All persons or entities affected by the dispute (including, as applicable, OEWD, Developer, and Construction Contractor (and subcontractor)) and shall be made Arbitration Parties. Any such person or entity not made an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such affected person or entity as an Arbitration Party; provided that, upon request by any party, the arbiter may dismiss such party if it is not reasonably affected by the dispute.

4. OEWD Request to AAA

Within seven (7) business days after service or receipt of a Demand for Arbitration, OEWD shall transmit to AAA a copy of the Demand for Arbitration and any written response thereto from an Arbitration Party. Such material shall be made part of the arbitration record.

5. Selection of Arbitrator

One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the Arbitration Parties in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) business days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be the arbitrator's agreement to: (i) submit to all Arbitration

Parties the disclosure statement required under California Code of Civil Procedure Section 1281.9; and (ii) render a decision within thirty (30) days from the date of the conclusion of the arbitration hearing.

6. ***Setting of Arbitration Hearing***

A hearing shall be held within ninety (90) days of the date of the filing of the Demand for Arbitration with AAA, unless otherwise agreed by the Arbitration Parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

7. ***Discovery***

In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05 as it may be amended from time to time.

8. ***California Law Applies***

California law, including the California Arbitration Act, Code of Civil Procedure Part 3, Title 9, §§ 1280 through 1294.2, shall govern all arbitration proceedings in any Employment and Contracting Agreement.

9. ***Arbitration Remedies and Sanctions***

The arbitrator may impose only the remedies and sanctions set forth below:

a. Order specific, reasonable actions and procedures to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance with the Workforce Agreement.

b. Require any Arbitration Party to refrain from entering into new contracts related to work covered by the applicable sections of the Workforce Agreement, or from granting extensions or modifications to existing contracts related to services covered by the applicable sections of the Workforce Agreement, other than those minor modifications or extensions necessary to enable completion of the work covered by the existing contract.

c. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any Arbitration Party to comply with any of the requirements in this Workforce Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by OEWD. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Fifty Thousand Dollars ($50,000.00) or ten percent (10%) of the base amount of the breaching party's contract, whichever is less, provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of the Workforce Agreement unless the breaching party has failed to cure after being provided written notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent uncured willful breaches by any Arbitration Party whether or not the

breach is subsequently cured. For purposes of this paragraph, "***willful breach***" means a knowing and intentional breach.

d. Direct any Arbitration Party to produce and provide to OEWD any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

10. ***Arbitrator's Decision***

The arbitrator will normally make his or her award within twenty (20) days after the date that the hearing is completed but in no event past thirty (30) days from the conclusion of the arbitration hearing; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party and shall also copy all Arbitration Parties by email (if email addresses are provided).

11. ***Default Award; No Requirement to Seek an Order Compelling Arbitration***

The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) the person or entity received actual written notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure §1281.2.

12. ***Arbitrator Lacks Power to Modify***

Except as expressly provided above in this Attachment D, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Workforce Agreement or to negotiate new agreements or provisions between the parties.

13. ***Jurisdiction/Entry of Judgment***

The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The prevailing Arbitration Party(ies) shall be entitled to reimbursement for the arbitrator's fees and related costs of arbitration. If a subcontractor is the losing party and fails to pay the fees within 30 days, then the applicable Construction Contractor (for whom that subcontractor worked) shall pay the fees. Each Arbitration Party shall pay its own attorneys' fees, provided, however, those attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

14. ***Exculpation***

Except as set forth in **Section 13** of this Attachment D, each Arbitration Party shall expressly waive any and all claims against OEWD and the City for costs or damages, direct or indirect, relating to this Workforce Agreement or the arbitration process in this Attachment D,

including but not limited to claims relating to the start, continuation and completion of construction.

EXHIBIT H TO DEVELOPMENT AGREEMENT

AFFORDABLE HOUSING PLAN

(INDIA BASIN)

TABLE OF CONTENTS

Page

1. DEFINITIONS 1
2. HOUSING DEVELOPMENT 4
   - 2.1. Residential Development at Full Build-Out 4
   - 2.2. Interim Residential Development 4
   - 2.3. Failure to Achieve Interim Requirements 5
   - 2.4. Development Process 5
3. AFFORDABLE HOUSING PARCELS 7
   - 3.1. Conveyance to Affordable Housing Developer 7
   - 3.2. Affordable Housing Conveyance Agreement 7
   - 3.3. Credit for BMR Units 7
   - 3.4. No Other Developer Obligations 7
4. INCLUSIONARY HOUSING REQUIREMENTS 8
   - 4.1. Market-Rate Projects 8
   - 4.2. Financing 8
   - 4.3. Credit for Inclusionary Units 8
   - 4.4. Procedures for Monitoring and Enforcement 8
   - 4.5. Marketing 8
   - 4.6. MOHCD Role 9
   - 4.7. Outreach 9
5. INDIA BASIN AFFORDABLE HOUSING FEE 10
   - 5.1. Payment of India Basin Affordable Housing In-Lieu Fee 10
   - 5.2. Calculation of Fee 10
   - 5.3. Payment of Fee 10
   - 5.4. Use of Fees 10
6. PARKING REQUIREMENTS 10
   - 6.1. Parking Charge 10
7. MISCELLANEOUS 11
   - 7.1. Third-Party Beneficiaries 11
   - 7.2. Notices to MOHCD 11
   - 7.3. Attachments 11

Attachments

AHP Attachment A: City and County of San Francisco Inclusionary Affordable Housing Monitoring and Procedures Manual

SUMMARY

This Affordable Housing Plan is to ensure that at least 25% of all Residential Units built for the Project are affordable. Developer shall satisfy this requirement in any combination of the following options: (1) by conveying up to three (3) Development Parcels, at no cost, to an affordable housing developer for the construction of up to one hundred eighty (180) 100% Affordable Units; (2) by constructing on-site Inclusionary Units within Market-Rate Projects; and (3) by paying the India Basin Affordable Housing In-Lieu Fee on up to 300 Market-Rate Residential Units (which will, if paid on 300 Market Rate Residential Units, be considered the equivalent of 75 Inclusionary Units as described below) . In recognition of the phased development of the Project, this Affordable Housing Plan requires that interim milestones be met before issuance of every 250th Temporary Certificate of Occupancy for a Residential Unit (or Building containing such Residential Unit) within the Project Site.

In addition, this Affordable Housing Plan establishes maximum affordability levels for 100% Affordable Units and Inclusionary Units. At each of the interim milestones and upon full build out of the Project Site, (1) the rental rate for the affordable Rental Units must not exceed, on average, a rate that is affordable to households earning one hundred ten percent (110%) of AMI, and (2) the purchase price for the affordable For Sale Units must not exceed, on average, an amount that is affordable to households earning one hundred twenty percent (120%) of AMI.

All in lieu fees generated by the Project Site will be applied by MOHCD to affordable housing in Supervisorial District 10.

1. DEFINITIONS.

The following terms in this Affordable Housing Plan have the meanings given to them below. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Affordable Housing Plan.

"**100% Affordable Units**" means the Residential Units restricted to an Affordable Housing Cost and located within a 100% Affordable Housing Building. All of the requirements in this Affordable Housing Plan that apply to Inclusionary Units shall apply to the 100% Affordable Units, with the exception that they will not be located within a Market Rate Project.

"**4% LIHTC**" means tax credits available for affordable housing development under the Tax Code.

"**Affordable Housing Conveyance Agreement**" is defined in Subsection 3.2 (Affordable Housing Conveyance Agreement).

"**Affordable Housing Cost**" means (a) with respect to a Rental Unit, a monthly rental charge (including the Utility Allowance applicable to the Household Size of such Rental Unit but excluding Parking Charges) that does not exceed thirty percent (30%) of the maximum Area Median Income percentage permitted for the applicable type of Residential Unit, based upon Household Size; and (b) with respect to a For-Sale Residential Unit, a purchase price determined in accordance with the MOHCD Manual. An Affordable Housing Cost will not exceed an amount that is twenty percent (20%) below the average rental charge or sales price for the neighborhood (as the neighborhood is defined by Planning), generally consistent with Section 415.6(a)(4).

"**Affordable Housing Developer**" means a qualified developer selected by Developer and reasonably approved by MOHCD to develop an 100% Affordable Housing Parcel.

"100% **Affordable Housing Parcel**" means a Development Parcel that Developer elects to convey to an Affordable Housing Developer for construction of a 100% Affordable Housing Project.

"**100% Affordable Housing Project**" means the building that an Affordable Housing Developer builds on a 100% Affordable Housing Parcel in which all of the Residential Units are restricted to an Affordable Housing Cost, with the exception of the manager's unit. The inclusion of associated and ancillary uses, such as ground floor retail, child care, social services, parking, or other tenant-serving uses will not affect the designation of the building as an Affordable Housing Project.

"**AMI**" or "**Area Median Income**" when used in reference to Inclusionary Units and 100% Affordable Units means the current unadjusted median income for the San Francisco area as published by HUD, adjusted solely for Household Size. If HUD ceases to publish the AMI data for San Francisco for eighteen (18) months or more, MOHCD and Developer will make good faith efforts to agree on other publicly available and credible substitute data for AMI.

"**Deferral Surcharge**" is defined in Subsection 6.3 (Payment of Fee).

"**Development Parcel**" means a Market Rate Parcel or a 100% Affordable Housing Parcel.

"**Final Affordable Percentage**" is defined in Subsection 2.1(b) (Final Affordable Percentage).

"**Final Completion of all Residential Projects**" means the date that a Temporary Certificate of Occupancy has been issued for all Residential Units to be developed on the Project Site under the Development Agreement, covering all Development Parcels.

"**Final Requirements**" means the Final Affordable Percentage is met, at the Maximum Average AMI, at the Completion of the 1,250th Residential Unit and at all times thereafter.

"**First Construction Document**" means the first building permit or site permit and addendum for Buildings that authorizes its construction to begin, and expressly excluding any construction permit for site preparation (*e.g.,* demolition or relocation of existing structures, excavation and removal of contaminated soils, fill, grading, soil compaction and stabilization, and construction fencing and other security measures).

"**For-Rent**" or "**Rental Unit**" means a Residential Unit that is not a For Sale Unit."**For-Sale**" or "**Sale Unit**" means a Residential Unit that is intended at the time of completion of construction to be offered for sale, e.g., as a condominium, for individual unit ownership, and then is sold to an individual or household.

"**household**" means one or more related or unrelated individuals who live together in a Residential Unit as their primary dwelling.

"**Household Size**" means the number of persons in a household occupying a Residential Unit as calculated under the MOHCD Manual.

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

"**In Lieu Fee Credit**" is defined in Section 5.2(a) (Calculation and Timing of Fee).

"**Inclusionary Unit**" means a Residential Unit constructed in a Market Rate Project with a Restrictive Covenant that (i) for a Rental Unit, is restricted to an Affordable Housing Cost not exceeding an AMI that, when averaged with the For-Rent 100% Affordable Units and other For-Rent Inclusionary Units does not exceed the Maximum Average AMI for Rental Units, and (ii) for a For Sale Unit, is restricted to an Affordable Housing Cost not exceeding an AMI that, when averaged with For-Sale 100% Affordable Units and other For-Sale Inclusionary Units, does not exceed the Maximum Average AMI for For-Sale Units.

"**India Basin Affordable Housing In-Lieu Fee**" is defined in Subsection 5.1 (Payment of India Basin Affordable Housing In-Lieu Fee).

"**Interim Affordable Housing Construction Deadline**" is defined in Subsection 3.2(c) (Affordable Housing Conveyance Agreement).

"**Interim Affordable Percentage**" is defined in Subsection 2.2(b)(i) (Required Interim Threshold).

"**Interim Measurement Date**" is defined in Subsection 2.2(b) (Required Interim Threshold).

"**Interim Requirements**" means that the Interim Affordable Percentage and the applicable Maximum Average AMI requirements of Section 2.2 are satisfied from and after each Interim Measurement Date.

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

"**Market-Rate Parcel**" means a Development Parcel other than a 100% Affordable Housing Parcel on which development of residential use is permitted.

"**Market-Rate Project**" means a Residential Project constructed by Developer that contains Market-Rate Units, and potentially Inclusionary Units, and may include other uses permitted under the SUD.

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

"**Market-Rate Unit**" means any Residential Unit constructed within the Project Site that is not subject to affordability restrictions under this Affordable Housing Plan.

"**Marketing and Operations Guidelines**" is defined in Subsection 5.5(a) (Generally).

"**Maximum Affordable Housing AMI**" is defined in Subsection 3.2(d) (Affordable Housing Conveyance Agreement).

"**Maximum Average AMI**" is defined in Subsection **Error! Reference source not found.**(b) (Final Affordable Percentage and Affordability Levels).

"**Minimum 100% Affordable Units**" is defined in Subsection 3.2(c) (Affordable Housing Conveyance Agreement).

"**MOHCD Manual**" is defined in Subsection 5.4(a) (Procedures for Monitoring and Enforcement).

"**Parking Charge**" means the charge for a Parking Space that is accessory to one or more Residential Projects on the Project Site.

"**Parking Space**" means a parking space constructed by or on behalf of Developer or an Affordable Housing Developer.

"**Residential Unit**" means a room or suite of two or more rooms that is designed for residential occupancy for 32 consecutive days or more, including provisions for sleeping, eating and sanitation, for not more than one family. [***refer to code definition instead?***]

"**Restrictive Covenant**" means a recorded document permanently encumbering a Market-Rate Project or a 100% Affordable Housing Project that (i) for Market-Rate Project, specifies the number and location of Inclusionary Units and required affordability levels in accordance with this Affordable Housing Plan, and (ii) for a 100% Affordable Housing Project, specifies that all of the Residential Units (other than the manager's unit) are restricted to an Affordable Housing Cost. The form of the Restrictive Covenants shall generally be consistent with the forms used by MOHCD under Section 415, with such modifications (i) as needed to conform to this Affordable Housing Plan, and (ii) to limit the term and to make other adjustments as needed for any Inclusionary or 100% Affordable Units that are financed with 4% LIHTC. Any deviations from MOHCD's forms will be subject to MOHCD's review and approval.

"**Section 415**" means the City's Inclusionary Affordable Housing Program (Planning Code sections 415 and 415.1 through 415.11), as amended from time to time.

"**Substantially Completed**" means, with respect to any Residential Unit, a Temporary Certificate of Occupancy has been issued for such Residential Unit.

"**Utility Allowance**" means a dollar amount determined in a manner acceptable to the California Tax Credit Allocation Committee, which may include an amount published periodically by the San Francisco Housing Authority or successor based on standards established by HUD, for the cost of basic utilities for households, adjusted for Household Size. If both the San Francisco Housing Authority and HUD cease publishing a Utility Allowance, then Developer may use another publicly available and credible dollar amount approved by MOHCD.

2. HOUSING DEVELOPMENT

2.1. Residential Development at Full Build-Out.

(a) Total Residential Units. The maximum number of Residential Units permitted on the Project Site is one thousand five hundred seventy-five (1,575) Residential Units.

(b) Final Affordable Percentage and Affordability Levels. Upon Final Completion of all Residential Projects, (i) the sum of the Inclusionary Units, the 100% Affordable Units and the In Lieu Fee Credits equals or exceeds twenty-five percent (25%) of the total number of Residential Units constructed on the Project Site (the "**Final Affordable Percentage**"), (ii) for Rental Units, the 100% Affordable Units and Inclusionary Units, taken together, are restricted, on average, at an Affordable Housing Cost that does not exceed one hundred ten percent (110%) of AMI, and (iii) for For-Sale Units, the 100% Affordable Units and Inclusionary Units, taken together, are restricted, on average, at an Affordable Housing Cost that does not exceed one hundred twenty (120%) of AMI (clauses (ii) and (iii), in either case, the "**Maximum Average AMI**").

(c) All Residential Units with a Temporary Certificate of Occupancy shall be counted toward the "total number of Residential Units constructed on the Project Site" for purposes of calculating the Interim Affordable Percentage and the Final Affordable Percentage, as applicable. All Inclusionary Units and 100% Affordable Units will be counted for purposes of calculating the Maximum Average AMI at each Interim Measurement Date and at Final Completion of all Residential Projects.

2.2. Interim Residential Development.

(a) Phasing Effect. The Parties understand that, in connection with the Project phasing, Developer will have flexibility in assigning affordability restrictions and permitting payment of the India Basin Affordable Housing In Lieu Fee on Development Parcels, so long as the Interim Requirements and the Final Requirements are satisfied.

(b) Interim Requirements. Upon the issuance of a Temporary Certificate of Occupancy for the Residential Units described in Table 2.2(b) below (each, an "**Interim Measurement Date**"):

(i) The sum of the Inclusionary Units, 100% Affordable Units (including, without limitation, the Upfront Credits) and In Lieu Fee Credits, as a percentage of the total Residential Units within the Project Site that are Substantially Completed (or, in the case of the In Lieu Fee Credits, for which the India Basin Affordable Housing In-Lieu Fee has been paid), must equal or exceed the interim affordable percentage described in Table 2.2(b) below (each, an "**Interim Affordable Percentage**") and the Interim Affordable Percentage must equal or exceed that percentage at all times thereafter; and

(ii) The Maximum Average AMI of the Inclusionary and the 100% Affordable Rental Units that are Substantially Completed, and the Maximum Average AMI as applied to For-Sale Units that are Substantially Completed, must be satisfied.

(iii) Notwithstanding the language in subsection (i) above regarding Substantial Completion, tor purposes of determining whether the Interim Requirements

have been satisfied, Developer shall be given credit for each 100% Affordable Unit in an Affordable Housing Project if the underlying real estate has been transferred to an Affordable Housing Developer, a Restrictive Covenant approved by MOHCD has been recorded, the Affordable Housing Project is under construction, with completion bonds in place, and the Affordable Housing Project has achieved at least 50% completion, as confirmed by the MOHCD Director.

Table 2.2(b): Interim Affordable Percentage

Upon issuance of a Temporary Certificate of Occupancy for:	Interim Affordable Percentage must equal or exceed:
250th Residential Unit	20.0%
500th Residential Unit	20.0%
750th Residential Unit	22.5%
1,000th Residential Unit	22.5%
1,250th Residential Unit	25.0%
1,500th Residential Unit	25.0%

2.3. Failure to Achieve Interim Requirements. If the Interim Requirements are not satisfied on an Interim Measurement Date or equaled or exceeded at all times thereafter, then the City will have no obligation to issue Temporary Certificates of Occupancy or Later Approvals , unless and until (i) the issuance of a Temporary Certificate of Occupancy would cause the Interim Requirements to be met (*e.g.*, issuance to a Market-Rate Project containing the requisite Inclusionary Units), (ii) MOHCD has approved, in its sole discretion, a development plan designed to achieve the applicable Interim Requirements within the next Development Parcels or (iii) in the case of a failure to achieve an Interim Affordable Percentage, Developer has paid the India Basin Affordable Housing In-Lieu Fee on a sufficient number of Residential Units to cause the Interim Affordable Percentage to be satisfied.

2.4. Development Process.

(a) Phases of Development. Developer proposes to construct the Project in discrete Development Phases, as more particularly described in the Development Agreement, subject to revision in accordance with the Development Agreement. Because of the flexibility provided to Developer under this Affordable Housing Plan, Developer shall not transfer any real property within the Project Site without identifying, with specificity, the total number of Residential Units that will be developed on the real property transferred, the required number of Inclusionary and 100% Affordable Units, and the maximum AMI levels for the Inclusionary and 100% Affordable Units. For each Development Phase, there can be only one Developer responsible for Completion of the Infrastructure, and that Developer will also be responsible for making the above allocations and for gathering and providing to City the information required to complete the housing data table and map in subparagraph (b) below. Upon any transfer of the entirety of a Development Phase, the Developer responsible for Completion of the Infrastructure in each Development Phase will cooperate and provide information as required to all other Developers, as needed, to complete the

housing data tables. Finally, if there is more than one Developer within a Development Phase, each Developer acknowledges and understands the City's rights and remedies for failure to meet the Interim Requirements as set for in Development Agreement Section 9.4.2, and therefore it may be impacted by the City's right to not issue certificates of occupancy and Later Approvals based upon another Developer's failure to satisfy the Interim Requirements.

(b) Housing Data Table. To track Developer's obligations under this Affordable Housing Plan, at the time Developer submits a Development Phase application to the City, it will provide the Planning Director with a housing data table and map that tracks Developer's obligations hereunder. The housing data table and map will be subject to the MOHCD Director's approval, not to be unreasonably withheld. Whenever Developer changes the development program in a manner that changes the information in a previously approved housing data table or map, it will update the table and provide a copy to MOHCD with an explanation of the changes. Each map will show the proposed location of the Residential Units in the Development Phase by type (i.e., Market Rate, Inclusionary, 100% Affordable Unit), and any proposed application of In-Lieu Fee Credits. Each housing data table must include the following information:

(i) An estimate, based on then-current market conditions, of the number of Residential Units to be constructed in the current Development Phase (including the number of Inclusionary and 100% Affordable Units and In-Lieu Fee Credits) and, to the extent known, the anticipated housing tenure (rental vs. ownership);

(ii) The number of Residential Units anticipated to be constructed in all prior Development Phases for which Developer has obtained a Tentative Subdivision Map approval but for which the City has not issued a Temporary Certificate of Occupancy;

(iii) The number of Residential Units in all prior Development Phases for which the City has issued a Temporary Certificate of Occupancy and the proposed housing tenure (rental vs. ownership) of those Residential Units;

(iv) The sum of the following taken as a percentage of the total Residential Units within the Project Site as of the date of the applicable Housing Data Table submittal: (a) the Inclusionary Units for which a Temporary Certificate of Occupancy has been issued, (b) 100% Affordable Units for which a Temporary Certificate of Occupancy has been issued; (c) Upfront Credits taken in accordance with Section 3.3; (d) the number of Residential Units for which the India Basin Affordable Housing In-Lieu Fee has been paid; and (e) the Inclusionary Units and 100% Affordable Units that do not have a temporary certificate of occupancy but for which a Restrictive Covenant has been recorded.

(v) The average AMI calculated separately for Rental Projects and For Sale Projects for (i) all 100% Affordable Units that have obtained a Temporary Certificate of Occupancy as of the date of the applicable Housing Data Table, (ii) all Inclusionary Units that have obtained a Temporary Certificate of Occupancy as of the date of the applicable Housing Data Table, (iii) the number of Residential Units for which the India Basin Affordable Housing In-Lieu Fee has been paid as of the date of the applicable Housing Data Table; and (iv) the AMI levels for 100% Affordable Units and Inclusionary Units that do not have a Temporary Certificate of Occupancy but for which a Restrictive Covenant has been recorded.

To the extent any of the above information is estimated at the time of the Development Phase Application, Developer will not transfer a parcel that will include Residential Units to another Developer without providing to MOHCD an update to the housing data table and map that describes the affordable housing obligations relating to the transferred property, together with the most current information regarding Developer's plan to satisfy the applicable Interim Requirements by the next Interim Measurement Date.

3. 100% AFFORDABLE HOUSING PARCELS

3.1. Conveyance to Affordable Housing Developer. Developer may elect to convey up to three (3) Development Parcels to an Affordable Housing Developer for the development of a 100% Affordable Housing Project containing up to one hundred eighty (180) 100% Affordable Units in the aggregate. Developer shall receive credit in accordance with this Article 3 towards the Final Affordable Percentage, the Interim Affordable Percentage, and the Maximum Average AMI for the 100% Affordable Units constructed or to be constructed on such Affordable Housing Parcel.

3.2. Affordable Housing Conveyance Agreement. The conveyance of an 100% Affordable Housing Parcel (either in fee or ground lease) will be pursuant to a written conveyance or option agreement (an "**Affordable Housing Conveyance Agreement**"), pursuant to which, among other things, Developer and the Affordable Housing Developer covenant and agree that:

(a) Developer shall convey the 100% Affordable Housing Parcel (or other right of control) to the Affordable Housing Developer at no cost, excluding payment of customary transaction costs;

(b) the Affordable Housing Developer shall construct and obtain a Temporary Certificate of Occupancy for a minimum number of 100% Affordable Units to be set forth in such Affordable Housing Conveyance Agreement (the "**Minimum 100% Affordable Units**"); and

(c) the Affordable Housing Developer shall rent or sell, as applicable, the 100% Affordable Units at levels affordable to households with incomes not exceeding a maximum AMI to be set forth in such Affordable Housing Conveyance Agreement (the "**Maximum Affordable Housing AMI**") for the life of the Affordable Housing Project.

3.3. Credit for 100% Affordable Units. For purposes of calculating whether the Interim Affordable Percentage and the Maximum Average AMI have been satisfied as of any Interim Measurement Date, Developer shall receive credit for the 100% Affordable Units in either of the following manners, at Developer's election:

(a) Upon Conveyance. (i) One-third (1/3) of the Minimum 100% Affordable Units (the "**Upfront Credits**"), at the Maximum Affordable Housing AMI, upon conveyance of the 100% Affordable Housing Parcel to an Affordable Housing Developer and recordation of a Restrictive Covenant memorializing the requirements as set forth in the Affordable Housing Conveyance Agreement; and (ii) the remainder of the 100% Affordable Units actually constructed, at the affordability levels at which the 100% Affordable Units are actually offered to the public, upon issuance of a Temporary Certificate of Occupancy for the applicable 100% Affordable Housing Project; or

(b) Upon Commencement. All of the 100% Affordable Units to be constructed within the 100% Affordable Housing Project upon (i) commencement of vertical construction (following conveyance and the recordation of a Restrictive Covenant), and (ii) delivery to MOHCD of a completion guaranty or other security in form and substance acceptable to MOHCD; provided, if Affordable Housing Developer or its affiliate delivers a completion guaranty or other acceptable security to a construction lender, then the requirement set forth in clause (ii) shall be deemed to have been satisfied if the City is listed as a third party beneficiary.

3.4. No Other Developer Obligations. Developer's sole obligations with respect to development of 100% Affordable Housing Projects on the 100% Affordable Housing Parcels are those set forth in this Article and any Affordable Housing Conveyance Agreement. Nothing in this Affordable Housing Plan requires Developer to contribute funds to MOHCD or any other person to complete the 100% Affordable Housing Projects. But failure to complete a 100% Affordable Housing Project may impact Developers within the Project Site if, as a result, the Interim Requirements are not satisfied by an Interim Measurement Date.

4. INCLUSIONARY HOUSING REQUIREMENTS

4.1. Market-Rate Projects. Developer may elect, but shall not be obligated to, provide Inclusionary Units within one or more Market-Rate Projects, so long as the requirements of this Affordable Housing Plan are satisfied. Within any such Market-Rate Project, there will be no minimum number of Inclusionary Units nor any maximum affordability level so long as the Interim Requirements are met by each Interim Measurement Date, and the Final Requirements are met on a Project Site-wide basis. Any such election shall be memorialized in a recorded Restrictive Covenant prior to commencement of construction.

4.2. Financing. Developer is responsible for financing the development of the Inclusionary Units included within the Market-Rate Projects and may access financing sources, including sources of below market rate housing financing, to the extent the Market-Rate Project qualifies for any such available financing. The City has no obligation to provide any funding to any Market Rate Project or Affordable Housing Project under this Affordable Housing Plan. .

4.3. Credit for Inclusionary Units. Upon issuance of a Temporary Certificate of Occupancy for any Inclusionary Unit, Developer shall receive credit under this Affordable Housing Plan for such Inclusionary Unit, at the affordability level set forth in the applicable Restrictive Covenant.

4.4. Procedures for Monitoring and Enforcement.

(a) Subject to clause (b) of this Subsection, procedures for renting or selling an Inclusionary Unit must conform to the *City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual*, as amended from time to time (the "**MOHCD Manual**").

(b) To the extent that the MOHCD Manual (as it may be amended from time to time) is inconsistent with or conflicts with the specific requirements of this Affordable Housing Plan, this Affordable Housing Plan will prevail. Accordingly, MOHCD agrees that a Developer of a Market-Rate Project may proceed under the following provisions.

(i) All Inclusionary Units must be on the Project Site. Developer will have no off-site option.

(ii) Units shall be designated in accordance with Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing Program).

(iii) Parking spaces shall be made available to households renting Inclusionary Units at the same ratio of Parking Spaces to Market Rate Units in the applicable Market Rate Project. All parking spaces will be offered and priced in accordance with the MOHCD Manual.

(c) The maximum monthly parking rate for an Inclusionary Unit will be equal to the ratio of the Inclusionary Unit's rent as compared to rent for an equivalent (determined by factors including square footage, number of bedrooms, and location within the Market Rate Project) Market-Rate Unit. For example, if the equivalent Market-Rate Unit's monthly rent is $3,000 and the Inclusionary Unit's monthly rent is $1,500, the permitted parking rate for a tenant in the Inclusionary Unit would be fifty percent (50%) of market-rate Parking Charge. Parking Charges may be adjusted in concert with market rate adjustments, but no more than annually.

4.5. Marketing.

(a) Generally. Developer may not market or rent Market Rate, Inclusionary Units or 100% Affordable Units until MOHCD has approved, in its reasonable discretion, the following: (i) Marketing and Operations Guidelines, which must include any preferences required by the MOHCD Manual or this Affordable Housing Plan; (ii) conformity of the proposed Affordable Housing Cost for Inclusionary Units with this Affordable Housing Plan; and (iii) project-specific eligibility and

income qualifications for tenant households (collectively, "**Marketing and Operations Guidelines**").

(b) Marketing and Operations Guidelines.

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

(ii) MOHCD will review and grant or withhold its approval of each set of Marketing and Operations Guidelines in its reasonable judgment within thirty (30) days after it is delivered. All marketing, outreach and sales or lease procedures shall be in compliance with the MOHCD Manual, except to the extent a deviance is approved by MOHCD as part of the Marketing and Operations Guidelines.

(c) Restrictive Covenant. Each Restrictive Covenant for a Market-Rate Parcel to be developed as a Market-Rate Rental Project must include the following.

(i) the total number of Residential Units and the number and location of the Inclusionary Units, with the maximum AMI level for each Inclusionary Unit, that the Vertical Developer intends to build on the Market-Rate Parcel;

(ii) a requirement to provide and maintain the Inclusionary Units at the specified AMI levels for the life of the Market-Rate Rental Project;

(iii) for Rental Units, a covenant to keep the Inclusionary Units as Rental Units for a period that is the greater of the life of the Market-Rate Rental Project, and fifty-five (55) years from issuance of a Temporary Certificate of Occupancy for such Inclusionary Units; and

(iv) the City as a third party beneficiary, with the right to enforce the restrictions and receive attorneys' fees and costs in any enforcement action.

4.6. Planning Code Section 415. Due to the detail set forth in this Affordable Housing Plan, and the differences between the City's inclusionary program under Section 415 and this Affordable Housing Plan, the Parties have not imposed all of the requirements of Section 415 into this Agreement. However, the Parties acknowledge and agree that (i) the location of the Inclusionary Units within a Market Rate Project shall be approved by the City in accordance with the standards and practices established for Section 415, (ii) all Inclusionary Units and 100% Affordable Units will be subject to the lottery system established by MOHCD under Section 415, (iii) MOHCD will monitor and enforce the requirements applicable to Inclusionary Units under this Article 4 in accordance with Planning Code Section 415.9, except that all references to Section 415 will be deemed to refer to the requirements under this Affordable Housing Plan, and (iv) to the extent there are implementation issues that have not been addressed in this Housing Plan, then the provisions of Section 415 and the MOHCD Manual shall govern and control such issues. To the extent Section 415 is incorporated into and applies to actions under this Affordable Housing Plan, it will mean Section 415 as it is amended from time to time, except to the extent any amendment conflicts with the express provisions of this Affordable Housing Plan.

4.7. Outreach. Given the Project's Site's location, the Parties desire that, to the greatest extent permitted by MOHCD's then-applicable policies and procedures, pre-marking and marketing programs for Inclusionary Units constructed on the Market-Rate Parcels target residents of Supervisorial District 10 and/or residents residing within one-half (0.5) miles of the Project Site. In addition, the Parties desire that residents of District 10 and residents residing within one-half (0.5) miles of the Project Site be given the maximum neighborhood preference for leasing or acquisition, as applicable, of Inclusionary Units permitted under MOHCD's then-applicable policies and procedures.

5. INDIA BASIN AFFORDABLE HOUSING FEE.

5.1. Payment of India Basin Affordable Housing In-Lieu Fee. Developer may elect to pay an affordable housing fee (the "**India Basin Affordable Housing In-Lieu Fee**") on not more than 300 Residential Units in the aggregate. In consideration of these requirements, in the event of any inconsistencies regarding the collection of fees under Section 415 from the Project Site and this Agreement, then this Agreement will prevail.

5.2. Calculation and Timing of Fee.

(a) The initial India Basin Affordable Housing In-Lieu Fee rate will be $61 per gross square foot, payable on those Residential Units for which Developer elects to pay the India Basin Affordable Housing In-Lieu Fee. Upon payment of the India Basin Affordable Housing In-Lieu Fee, Developer will receive credit (an "**In Lieu Fee Credit**") equal to one quarter, or twenty-five percent (25%), of an Inclusionary Unit. In other words, In Lieu Fee Credits paid for every four (4) Residential Units will equal one Inclusionary Unit for purposes of the Interim Requirements and the Final Requirements. There will be no AMI calculation as it relates to the In Lieu Fee Credits and, for purposes of calculating the Maximum Average AMI at any time, only the AMI levels on the Inclusionary and 100% Affordable Units will be considered.

(b) The India Basin Affordable Housing In-Lieu Fee rate will be adjusted annually in accordance with Planning Code section 409(b) (as section 409(b) is in effect as of the Effective Date), based on the Annual Infrastructure Construction Cost Inflation Estimate (AICCIE) published by Office of the City Administrator's Capital Planning Group and approved by the Capital Planning Committee. Adjustments after the 15 Year Period will be made as set forth in Section 5.7 of the Development Agreement.

5.3. Payment of Fee. The City will collect the India Basin Affordable Housing In-Lieu Fee from Developer as a condition to issuance of the First Construction Document for each Market-Rate Project for which Developer has elected to pay the India Basin Affordable Housing In-Lieu Fee; provided, however, if then permitted under Section 415, Developer may elect to defer payment of the India Basin Affordable Housing In-Lieu Fee to a due date prior to the issuance of the first certificate of occupancy subject to payment of any deferral surcharge then required by Section 415 (the "**Deferral Surcharge**"). The India Basin Affordable Housing In-Lieu Fee and the Deferral Surcharge, if applicable, shall be payable to DBI's Development Fee Collection Unit for application as set forth in Section 5.4 of this Affordable Housing Plan.

5.4. Use of Fees. MOHCD will use all India Basin Affordable Housing In-Lieu Fees collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD. Any Deferral Surcharge shall be deposited into the Citywide Affordable Housing Fund.

6. PARKING REQUIREMENTS

6.1. Parking Charge.

(a) Discretion to Set Rates. Developer (for Market-Rate Parcels) and each Affordable Housing Developer (for Affordable Housing Parcels) will determine, each in its sole discretion, the Parking Charge for Parking Spaces serving the parcel, subject to Subsection 6.1(b) (Limitations on Rates).

(b) Limitations on Rates. Developer must not charge renters of Inclusionary Units any fees, charges, or costs, or impose rules, conditions, or procedures on such renters or buyers that do not equally apply to all market-rate renters.

7. MISCELLANEOUS

The following provisions apply to this Agreement in addition to those in Article 14 of the Development Agreement (Miscellaneous Provisions).

7.1. Third-Party Beneficiaries. The Parties agree that the City, acting through MOHCD, is a third-party beneficiary of this Affordable Housing Plan, with the same rights and obligations as if it were a party. Except to the extent set forth in the immediately preceding sentence, there are no express or implied third-party beneficiaries of this Affordable Housing Plan.

7.2. Notices to MOHCD. Notices given under this Affordable Housing Plan are governed by [Section 14.11 (Notice) of the Development Agreement]. Notices to MOHCD must be addressed as specified below.

To MOHCD:	Mayor's Office of Housing and Community Development 1 South Van Ness Avenue, Floor__ San Francisco, CA 94102 Attn: Director
With a copy to:	Dennis J. Herrera, Esq. City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Attn: RE/Finance

7.3. Severability. If any provision of this Affordable Housing Plan, or its application to any Person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Affordable Housing Plan or the application of such provision to any other Person or circumstance, and the remaining portions of this Affordable Housing Plan shall continue in full force and effect. Without limiting the foregoing, in the event that any applicable law prevents or precludes compliance with any term of this Affordable Housing Plan, the Parties shall promptly modify this Affordable Housing Plan to the extent necessary to comply with such law in a manner that preserves, to the greatest extent possible, the benefit to each of the Parties. In connection with the foregoing, the Parties shall develop an alternative of substantially equal, but not greater, cost to Developer and benefit to City.

7.5. Attachments. The attachments listed below are incorporated in and are a part of this Affordable Housing Plan.

[attach form of housing tables]

Prepared for

BUILD:

Prepared by

FEHR & PEERS

332 Pine Street, Floor 4
San Francisco, CA 94104

India Basin

Transportation Plan

SF15-0820

June 18, 2018

Table of Contents

Chapter 1. Introduction 1

Chapter 2. Project Overview 3

2.1 Setting 3

2.2 Land Use 4

2.2.1 Phasing 5

2.3 Roadway Changes 9

2.4 Pedestrian Circulation Changes 12

2.5 Bicycle Circulation Changes 14

2.6 Transit Changes 17

Chapter 3. Transportation Demand Management (TDM) Plan 19

3.1 Overview 19

3.2 Monitoring and Reporting Requirements 20

3.3 Overall Effectiveness 25

3.4 Detailed Review of Each Strategy 32

3.4.1 Bicycle Parking 32

3.4.2 Bicycle Repair Stations 33

3.4.3 Showers and Clothes Lockers 34

3.4.4 Improve Walking Conditions 35

3.4.5 Bike Share Stations and Membership 35

3.4.6 Bicycle Maintenance 36

3.4.7 Fleet of Bicycles 37

3.4.8 Carshare Parking 38

3.4.9 Delivery Supportive Amenities 39

3.4.10 Family TDM Amenities 40

3.4.11 On-site Childcare 40

3.4.12 Multi-modal Wayfinding Signage 41

3.4.13 Real-time Transportation Information Displays 42

3.4.14 Tailored Transportation Marketing Services 42

3.4.15 On-Site Affordable Housing 43

3.4.16 Unbundle Parking 44

Chapter 4. Parking and Loading Plan 45

4.1 Relevant Trends 45

4.2 Overview of Parking and Loading Provision 48

4.3 Locations of Specific Parking and Loading Activities 53

4.4 Bicycle Parking 55

Chapter 5. Shuttle Plan **57**
5.1 Background 57
5.2 Transit Conditions 57
5.2.1 Current Transit Conditions 57
5.2.2 Future Transit Conditions 60
5.3 Proposed Shuttle Route 62
5.3.1 Route Selection 62
5.3.2 Monitoring 63
5.3.3 Phase 1 Route and Stops 66
5.3.4 Phase 2 Routes and Stops 66
5.3.5 Operating Plan 66
Appendix A. Shuttle Plan Calculations **69**
Route Selection Travel Time Comparison 69
AM Peak Period 69
PM Peak Period 69
Round-Trip Travel Time Estimate 70
Phase 1 Route 70
Phase 2 Route 70
Fleet Size 71
Phase 1 Route 71
Phase 2 Route 71
Ridership Estimate 72

List of Figures

Figure 1: Land Use Program 7
Figure 2: Phasing 8
Figure 3: Off-Site Intersection Changes 11
Figure 4: Pedestrian Circulation 13
Figure 5: Bicycle Circulation 16
Figure 6: Transit Circulation 18
Figure 7: TNC Mode Share by Year 46
Figure 8: E-commerce as a Percentage of Total Retail Trade 47
Figure 9: Loading Plan 49
Figure 10: Off-Street Parking Plan 50
Figure 11: Existing Transit Network 59
Figure 12: Future Transit Network 61
Figure 13: Phase 1 Proposed India Basin Shuttle Route 64
Figure 14: Phase 2 Proposed India Basin Shuttle Routes 65

List of Tables

Table 1. Project Land Use Configuration 5
Table 2: Summary of TDM Strategies and Estimated Effectiveness 27
Table 3: Proposed Carshare Parking Ratios 39
Table 4. Parking Ratios by Land Use 52
Table 5. Code Required Bicycle Parking Ratios by Land Use 55

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Chapter 1. Introduction

The India Basin Transportation Plan provides a description of transportation improvements that will be constructed as part of the India Basin project, focusing only on the Build Property at 700 Innes Avenue. As described below, the full project site includes both the Build Property and a nearby park site owned by the San Francisco Recreation and Park Department (the "RPD Property"). However, trips to and from the RPD Property are negligible and therefore do not merit a TDM plan nor further discussion in this Plan. From this point forward, the Build Property is referred to as the "project site".

This Plan includes detail on vehicular parking and loading and potential shuttle service. It also includes the project's Transportation Demand Management (TDM) Plan, which describes specific strategies that will be employed on an ongoing basis upon building occupation to reduce the use of single-occupant vehicles. The project has set a performance standard of reducing the number of aggregate daily one-way vehicle trips by at least 20 percent compared to the DEIR's forecasted auto traffic generation, which exceeds the 15 percent reduction required as part of air quality Mitigation Measure M-AQ-1f. This TDM Plan is designed to help the project meet the trip reduction standard. The project will be held responsible to comply with monitoring, reporting, and adjustment requirements for the life of the project per the City's TDM Program Standards. As the Proposed Project advances through the design and approvals process, this document will serve as a resource documenting the applicant's transportation-related commitments to ensure that design and implementation of the Proposed Project aligns with the City's expectations.

Chapter 2 provides an overview of the project description, including discussions and figures explaining the project setting, land use program, roadway changes, pedestrian circulation changes, bicycle circulation changes, and transit changes.

Chapter 3 contains the TDM Plan detailing the selected TDM strategies. For each of the proposed strategies this Transportation Plan summarizes how the strategy would be implemented, providing high-level information on phasing, the target audience of each measure (resident, employee, visitors, etc.), and the monitoring and reporting process that will apply.

Chapter 4 includes the parking and loading plan for the India Basin project site, focusing on on-street activity. It presents overall amounts and ratios of automobile parking. It describes locations for each of the types of parking and loading activity that are expected to occur, including delivery truck loading, on-street parking, passenger pick-up/drop-off, and microtransit. This chapter includes general guidelines and performance measures as to how pick-up/drop-off zones should be oriented relative to building entrances and discusses how the plan has been configured to adapt to currently evolving transportation trends caused by increasing use of online shopping, transportation network companies (TNCs), and other technologies.

Chapter 5 describes the shuttle plan for India Basin. Should the Project buildout occur prior to the implementation of the appropriate suite of transit improvements contained within the Candlestick Point Hunters Point Shipyard (CPHPS) Transportation Plan, the Project will provide shuttle service on an interim basis to bridge gaps in transit capacity, as required by DEIR Mitigation Measure M-TR-3P and 3V, Option 2. The interim shuttle service would supplement existing, nearby transit service by providing connections to local and regional rail service. The shuttle plan includes a route connecting the project site to Glen Park BART station, 22nd Street Caltrain station, and the T-Third line, as well as planning-level recommendations on the frequency of the route, operating hours, and number of shuttle vehicles needed to operate the service.

Chapter 2. Project Overview

2.1 Setting

The India Basin project is located in the Bayview Hunters Point neighborhood in the southeast quadrant of San Francisco. The site perimeter has frontage on Innes Avenue, Hunters Point Boulevard, and Earl Street, and the site has frontage onto Hudson Avenue, Griffith Street, and Arelious Walker Drive.

Currently, the project site is generally undeveloped and open, except for six buildings and structures covering only a small portion of the site. The few structures on this property range from one to four stories and are between 10 and 40 feet tall. This area is generally made of fill materials, covered by light brush, debris, dirt, and gravel mounds. The area is mostly flat between Hudson Avenue and Earl Street to the India Basin Open Space boundary, which then slopes toward the Bay. There is more slope downward from Innes Avenue toward Hudson Avenue. The project site generally surrounds a single dead-end street, Arelious Walker Drive, which is an unaccepted public right-of-way ending in a cul-de-sac. Approximately twelve acres of the site is open space and includes a portion of the Blue Greenway – a City project to construct a portion of the Bay Trail along the City's eastern waterfront - along the Project's shoreline.

The neighborhood surrounding the project site is being developed with numerous development proposals in the planning and approval stages, the largest of which is the Candlestick Point-Hunters Point Shipyard (CPHPS) project to the east. Hunters Point Shipyard Phase 1, which includes 519 residential units, has nearly completed construction and would be fully-occupied prior to the opening of the initial phases of the Proposed Project. Additionally, the reconstruction of Hunters Point Boulevard and Innes Avenue as obligated by the CPHPS project is anticipated to be completed as part of Hunters Point Shipyard Sub-phase HP-02, currently anticipated to occur in year 2022. The CPHPS project includes more than 10,000 residential units, more than 1,100 ksf of neighborhood retail, 150 ksf of office space, 395 hotel rooms, a 10,000 seat arena, parkland, research & development space, artist studios, a marina, a Junior High/High School, a High School/post-secondary center, and community services.

The Proposed Project, co-sponsored by Build and the San Francisco Recreation and Park Department (RPD), would redevelop both project sponsors' parcels along the India Basin shoreline of the San Francisco Bay. The parcels that are collectively referred to as 700 Innes Avenue property ("Build Property") comprise nearly 17.12 acres of the site and are owned or would be acquired by Build. The parcels that are collectively referred to as 900 Innes Avenue property, India Basin Open Space, and India Basin Shoreline Park ("RPD Property"), make up more than 14.2 acres and are owned by the RPD. The remaining 5.94 acres make up the developed and undeveloped public right-of-way on Griffith Street, Hudson Avenue, Earl Street, and Arelious Walker Drive.

The project setting is described in greater detail in the project's Design Standards and Guidelines (DSG) document, sections 1.1.1-1.1.4. Additional information is also available in the project's Infrastructure Plan, sections 1.2-1.3, and in the project's Transportation Impact Study (TIS), pages 12-14.

2.2 Land Use

The project contains 1,575 dwelling units, 122 ksf of office space, 87 ksf of retail space, and open space as detailed in **Table 1**. The project provides 1,800 off-street parking spaces; this includes 1,575 private parking spaces and 225 public parking spaces. The project would also provide sufficient bicycle parking to meet San Francisco Planning Code, and in any case a minimum of 1,575 bicycle parking spaces would be provided with the majority being Class I bicycle parking spaces (such as bike lockers, or secure bike rooms) alongside around 100 Class II bicycle parking spaces (publicly accessible bicycle racks). A detailed presentation of parking supply and ratios for automobile and bicycle parking is provided in Sections 4.2 and 4.4.

The Revised Proposed Project's land use program is shown in **Figure 1**. For more information about the project's land use program, consult sections 1.3.2, 1.3.3, and 4.1-4.4 of the DSG, or the "Supplemental Memorandum to the India Basin TIS: Transportation Impacts for the 'Revised Proposed Project'" (Fehr & Peers, 2018).

Table 1. Project Land Use Configuration

Floor Area Use	Proposed Project	Floor Area (gsf)
Build Property		
Residential	1,575 units: 252 studios 299 one-bedroom 867 two-bedroom 157 three-bedroom	1,506,324
Commercial / Retail	General Office	121,915
	Restaurant	13,026
	Café	17,369
	Supermarket	21,711
	General Retail	35,085
	Total	*209,106*
Open Space	Big Green Open Space	237,400
Subtotal	-	*1,802,830*
RPD Property		
Open Space (Public)	India Basin Open Space	270,000
	900 Innes	78,400
	India Basin Shoreline Park	243,900
	Total	*592,300 (=13.6 ac)*
Total	-	*2,395,130*

Source: Build *Draft India Basin Notice of Preparation of an Environmental Impact Report and Public Scoping Meeting*, April 30, 2015, modified June 2017. Build *Project Description Changes*, April 2018.

2.2.1 Phasing

Buildout of the Build portion of the Project is anticipated to occur in six phases over an approximately eight year period, from 2020 through 2028. A map of the project's proposed phasing is detailed in **Figure 2**.

The street network will be built out in phases corresponding to the project phases, as shown on the figure. As each phase is constructed, the portions of the roadway network that abut the property under construction will be built. Similarly, buildout of the parks and open space within the Build parcel is tied in with the site development; in other words, the open space buildout spans multiple phases of the site development so cannot be separately defined as a phase.

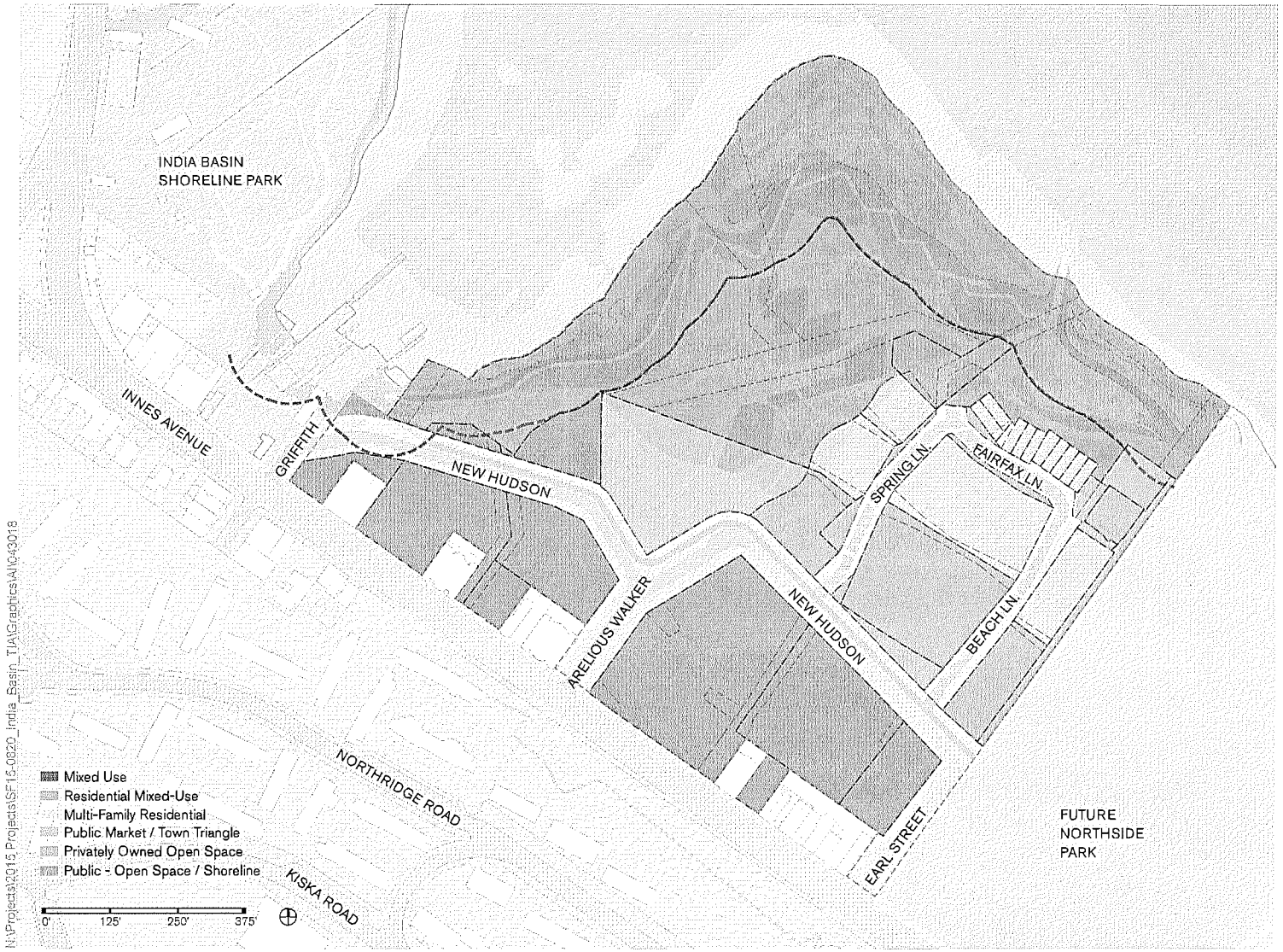
Hillside North includes construction of Arelious Walker Drive (from Innes Avenue to New Hudson Avenue), New Hudson Avenue (from Arelious Walker Drive to approximately Spring Lane), and all associated

infrastructure, as further described below. Construction of this portion of New Hudson Avenue will include installation of the two-way separated cycle track along that portion. This phase includes construction of all improvements to the intersection at Innes Avenue/Arelious Walker Drive, including crosswalks, installation of traffic signals and striping of an eastbound left turn lane.

Hillside South includes construction of New Hudson Avenue (from approximately Spring Lane to Earl Street) and Earl Street (from New Hudson Avenue to Innes Avenue). It will also include construction of all intersection improvements at Earl Street/Innes Avenue and the adjacent portion of the cycle track along New Hudson Avenue.

Flats Interior or Flats Exterior, whichever comes first, would include the street construction of the Shared Public Ways (Spring Lane, Fairfax Lane, and Beach Lane).

Cove West or Cove East, whichever comes first, would include the street construction of New Hudson Avenue (from Griffith Street to Arelious Walker Drive), Griffith Street, the intersection improvements at Griffith Street/Innes Avenue, the adjacent portion of the cycle track along New Hudson Avenue, and the connection point at the eastern end of Griffith Street to the bike facilities through the 900 Innes parcel.

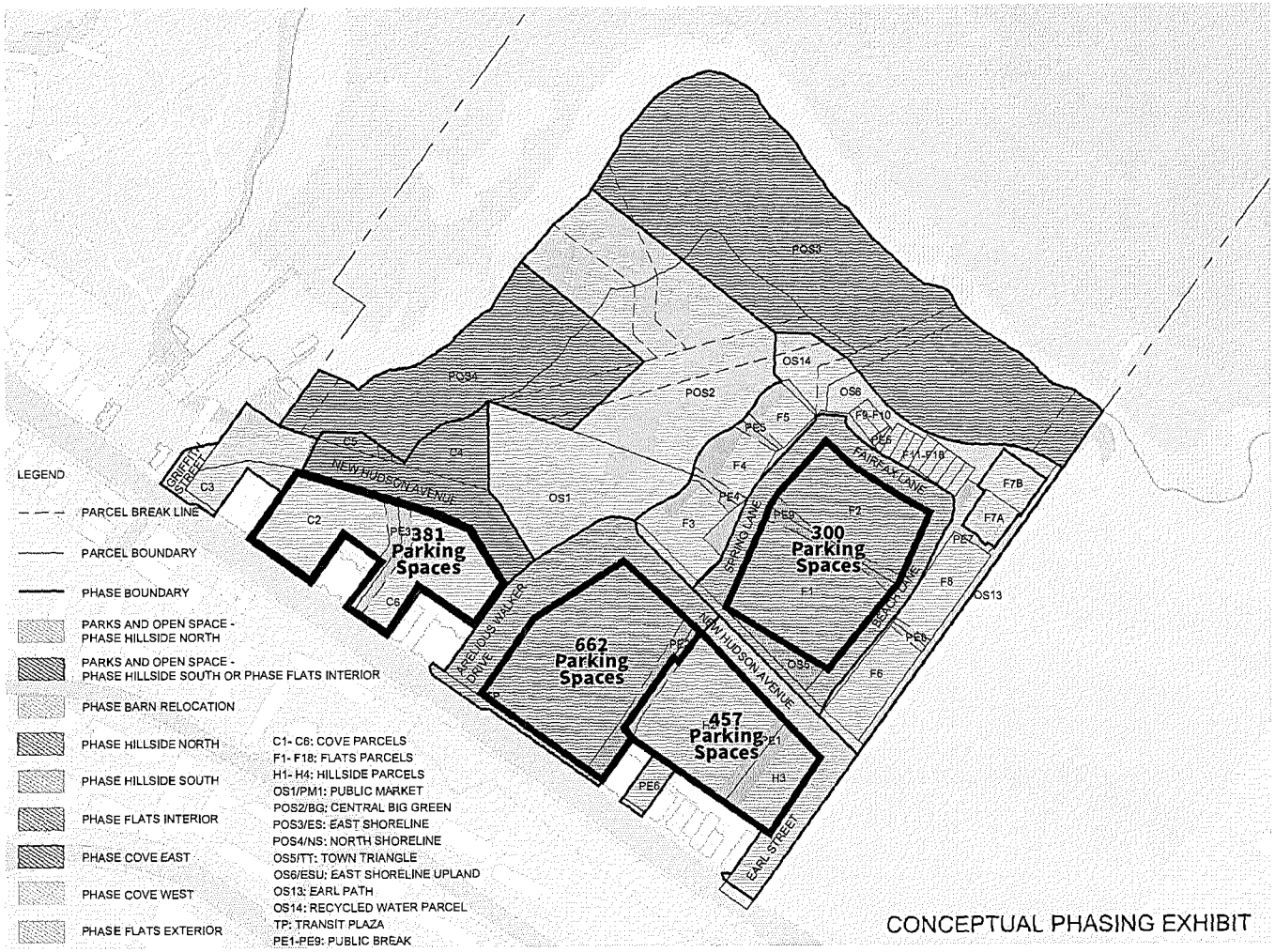


Source: India Basin Design Standards & Guidelines document

Note:
For additional details of each land use designation, please consult the India Basin Design Standards & Guidelines document, page 268.

Figure 1

Land Use Program



Source: Build Inc.

Figure 2
Phasing

2.3 Roadway Changes

The existing public ROW within the project site consists of four streets: Griffith Street, Hudson Avenue, Earl Street, and Arelious Walker Drive. Each are partially paved where they meet Innes Avenue, but in general they are unpaved and/or partially paved, unimproved, unaccepted, and fenced from public access. Hudson Avenue runs west to east through the project site, starting at Hunters Point Boulevard and terminating at Earl Street. Sections of Earl Street and Hudson Avenue are paper streets. Earl Street forms the eastern boundary of the project site, running from the edge of the Bay to Innes Avenue. Griffith Street is the shortest of the streets, starting at Innes Avenue and running south to north, bisecting the project site and terminating at the edge of the shoreline. Arelious Walker Drive is a paved street that runs south to north and roughly bisects the 700 Innes property, ending in a cul-de-sac.

The Revised Proposed Project would construct the following new public streets, internal to the project site:

- Griffith Street would be a new residential street that would extend north of Innes Avenue into the project site.
- New Hudson Avenue would replace the existing unpaved Hudson Avenue and would extend east-west connecting Griffith Street, Arelious Walker Drive, and Earl Street.
- A new shared public way loop road would be constructed off of New Hudson Avenue. The streets on this loop would be named Beach Lane, Fairfax Lane, and Spring Lane.

Additionally, Arelious Walker Drive and Earl Street would be modified to become neighborhood commercial streets within the site. Street cross sections are included in the project's Design Standards and Guidelines (DSG) document. Further information about roadway changes associated with the India Basin project can be found in sections 8.1-8.6 of the Infrastructure Plan, and section 2.1.1 of the DSG.

The following five intersections would be signalized as part of the Proposed Project. The last three intersections would also receive eastbound left-turn lanes to accommodate vehicle traffic entering the site:

- Hunters Point Boulevard/Hudson Avenue/Hawes Street
- Hunters Point Boulevard/Innes Avenue
- Innes Avenue/Griffith Street
- Innes Avenue/Arelious Walker Drive
- Innes Avenue/Earl Street

The construction of the three eastbound left-turn pockets would result in the elimination of a total of 36 parking spaces on the north side of Innes Avenue as follows: four between Hunters Point Boulevard and Griffith Street, 10 between Griffith Street and Arelious Walker Street, nine between Arelious Walker Street and Earl Street, and 13 between Earl Street and Donahue Street. The parking removal between Earl Street

and Donahue Street would be necessary to enable the travel lanes to line up with the new lane alignments west of Earl Street. These off-site intersection changes are shown in **Figure 3**.

To improve vehicular mobility at the intersection of Jennings Street/Evans Avenue, the project proposes to construct a 100-foot southbound left turn pocket and convert the eastbound approach to provide one 100-foot left turn pocket, one through lane, and one shared through/right turn lane. Adding the southbound left-turn pocket would require restricting parking on the west side of Jennings Avenue, removing approximately five parking spaces. No additional right-of-way will be required for the modifications on the eastbound approach. Build will fund SFMTA costs to review the design and implement the new southbound and eastbound approach configurations. FivePoint is obligated to reconstruct Hunters Point Boulevard and Innes Avenue between Jennings Street and Donahue Way, as a condition of the Shipyard development. The City is currently undergoing a planning process to finalize the design of this street. The Proposed Project's external roadway improvements listed above are intended to be compatible with the ultimate configuration of Innes Avenue constructed by FivePoint as part of their obligations.

If FivePoint faces substantial delays in building out Innes Avenue, the improvements required to be constructed as part of the India Basin project (e.g., new traffic signals, striping to include left-turn lanes, and the India Basin project's frontage) would be constructed, and the remainder of the improvements required of FivePoint (sidewalk improvements along the south side of Innes Avenue, streetscape improvements along the remainder of the corridor, and other signals required of FivePoint) would not be constructed, until required as part of the Shipyard project.

All internal and external streetscape improvements are subject to change per review by SFMTA, Department of Public Works, and the Fire Department. If changes occur, those changes will be subject to further review.

Further information about roadway changes associated with the India Basin project can be found in sections 8.1-8.6 of the Infrastructure Plan, and section 2.1.1 of the DSG.

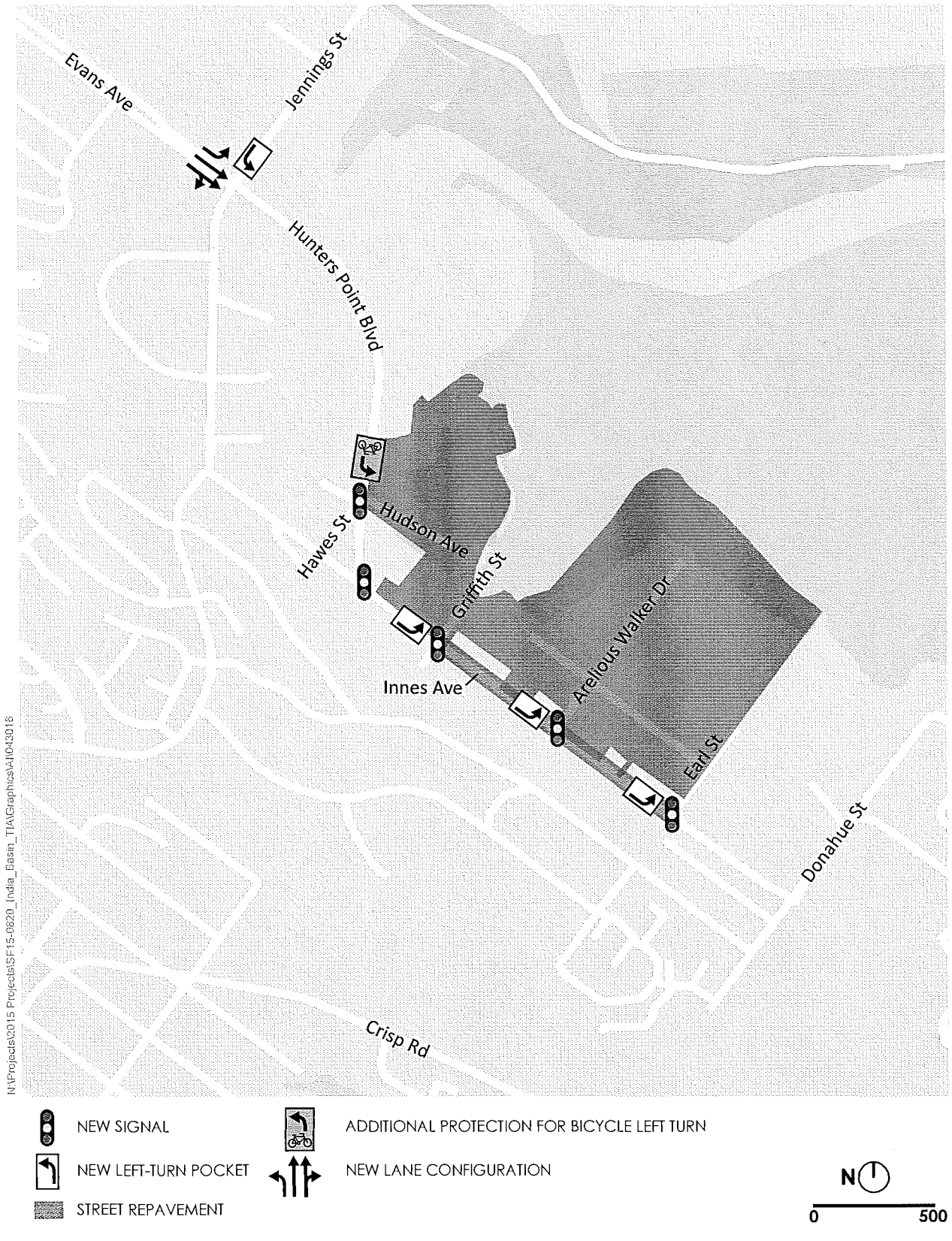


Figure 3

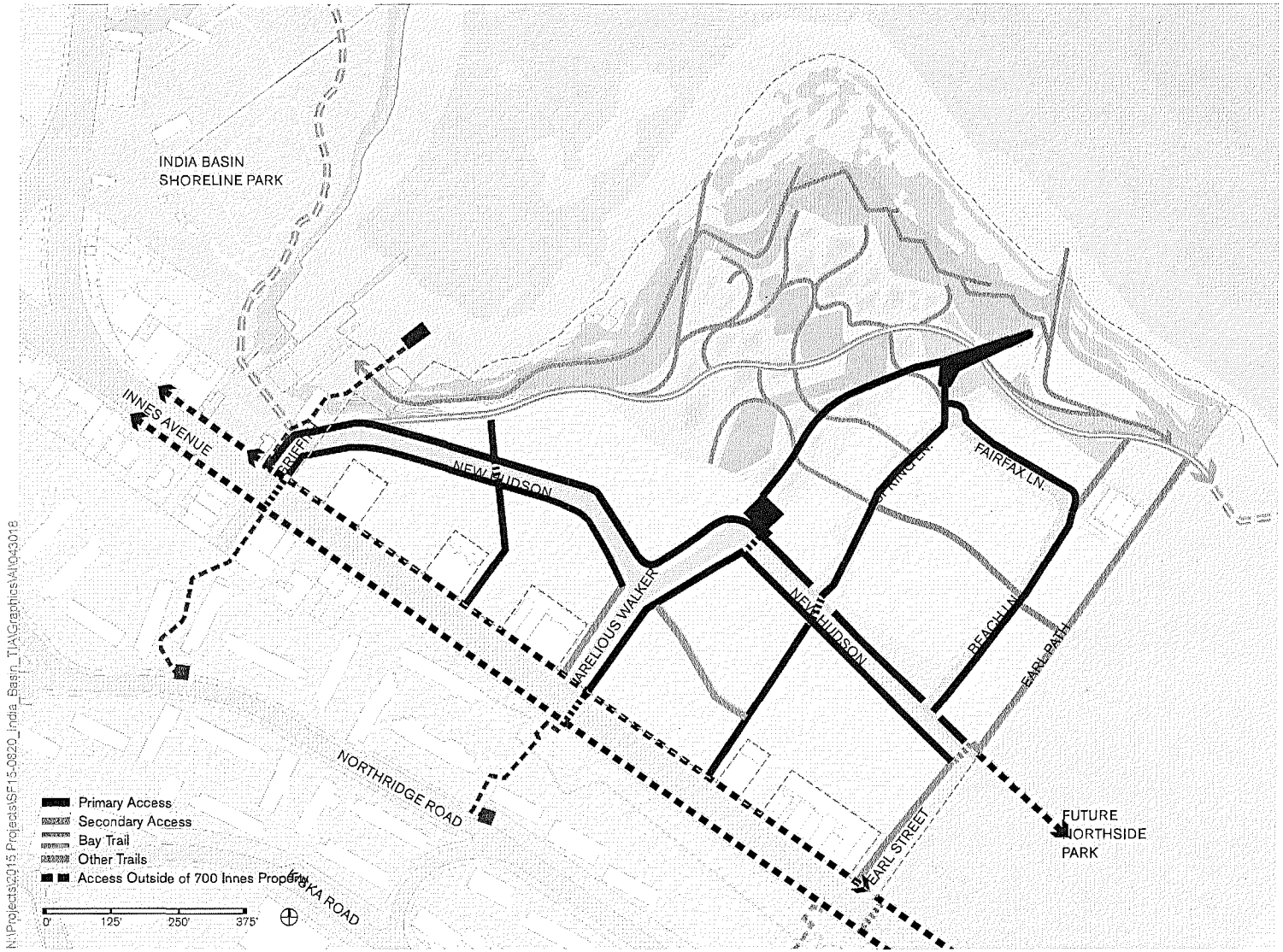
Off-Site Intersection Changes

2.4 Pedestrian Circulation Changes

The Innes Avenue corridor currently features a patchwork of incomplete and narrow sidewalks, which present a less-than-ideal pedestrian condition. However, the Innes Avenue corridor will feature a substantially improved pedestrian experience as a result of the improvements planned by the adjacent Shipyard development and the Project's improvements on the north of the street. Continuous sidewalks on both sides of the street, corner bulbouts, bus stops, and new crossing opportunities providing better access to the site and nearby transit stops from the project as well as adjacent uses at the hilltop are planned. The sidewalk design would be constructed in a manner consistent with the Better Streets Plan but would be finalized at a later date in coordination with SFMTA, Planning Department, FivePoint, DPW, and others.

As part of their signalization, crosswalks are intended to be installed on all approaches at the intersections of Hunters Point Boulevard/Hudson Avenue/Hawes Street, Hunters Point Boulevard/Innes Avenue, Innes Avenue with Griffith Street, Arelious Walker Street, and Earl Street. The designs would be finalized during the detailed design phase.

Pedestrian circulation within and adjacent to the project site, as well as to major activity centers (the Public Market and bus stops on Northridge Road), are shown in **Figure 4**. Further information about pedestrian circulation can be found in section 8.6 of the Infrastructure Plan and sections 2.1.2-2.2.12 of the DSG.



Source: India Basin Design Standards & Guidelines document

Note:
-Crosswalk locations across Innes Avenue at Griffith Street, Arelious Walker Drive, and Earl Street are preliminary and will be finalized during detailed design.
-Squares and rectangles indicate pedestrian activity centers including the Public Market, and Muni 54 bus stops on Northridge Road

Figure 4
Pedestrian Circulation

2.5 Bicycle Circulation Changes

While signed as a bike route, the Innes Avenue corridor does not currently contain any dedicated bicycling facilities, and bicyclists are currently subjected to sharing vehicle lanes with fast-moving arterial traffic. The project plans for a corridor that will feature a fully-separated east-west bicycle link, which will substantially improve cyclist comfort and provide convenient access to destinations within the project site.

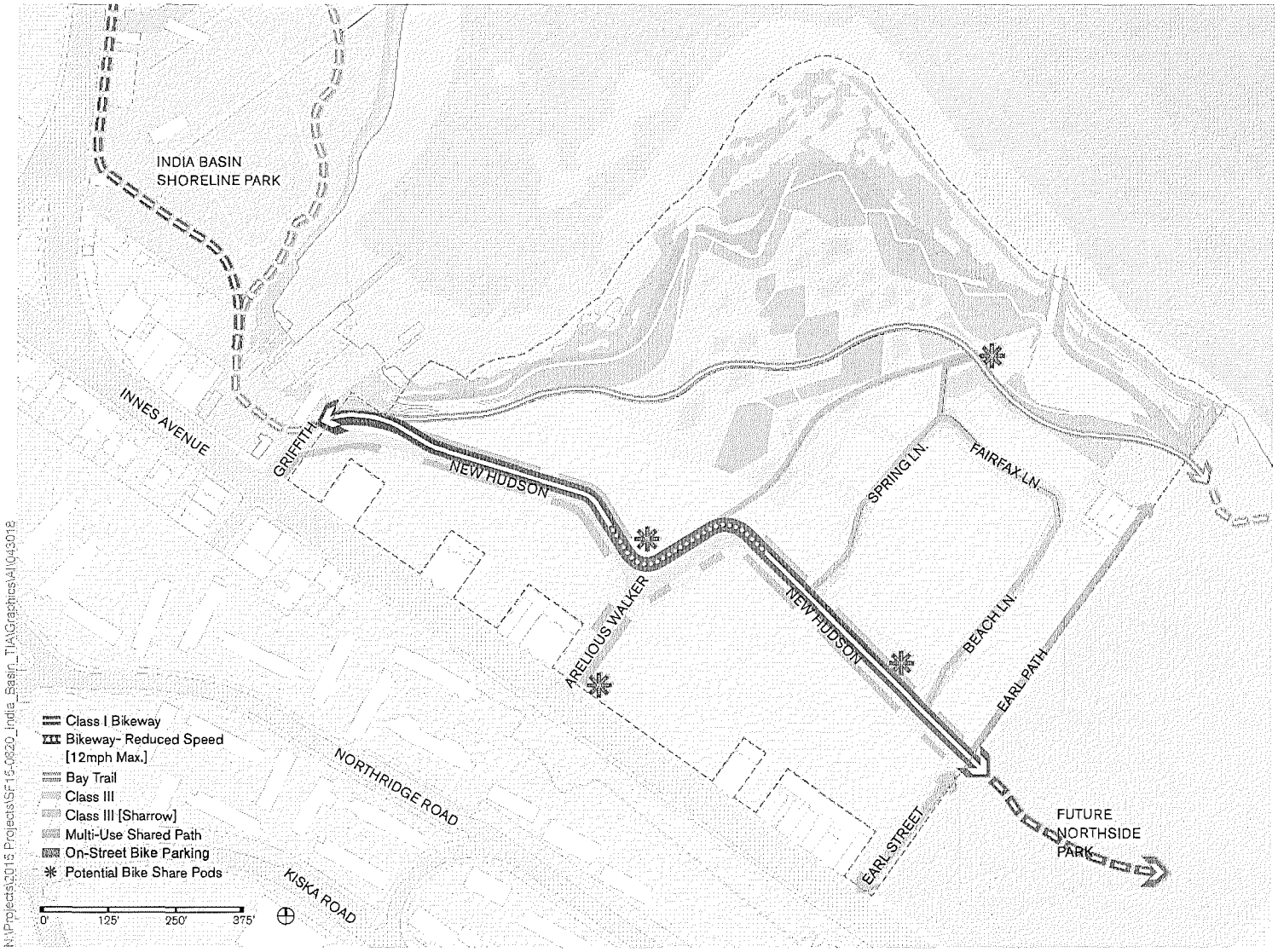
The existing Class II bicycle facility (i.e. standard bicycle lanes) on Hunters Point Boulevard between Hudson Avenue and Innes Avenue and the existing Class III bicycle facility (i.e. shared lane markings) on Innes Avenue between Hunters Point Boulevard and Earl Street would be removed. The facility would be relocated to a new Class I facility along the north side of Hudson Avenue within the project site. The new Class I facility ("Hudson Avenue bikeway") would connect India Basin with an extensive bicycle network approved within the Hunters Point Shipyard site to the east and the Blue Greenway (a planned 13-mile network of parks and trails around the waterfront of southeastern San Francisco) to the west, closing a gap link in the plans for a continuous bicycle facility from Candlestick Point and Hunters Point Shipyard along the waterfront to Downtown San Francisco. The Hudson Avenue bikeway will be constructed alongside roadway changes described above in Section 0. Construction of the bikeway would occur alongside construction of the adjacent phases of development, beginning with the Hillside North phase and ending with Cove East.

Eventually the Hudson Avenue bikeway will connect to the Class I facility in Northside Park to the east of the project site, although in the interim period the Class I facility will terminate at Earl Street/Hudson Avenue and continue as a Class III shared lane facility on Earl Street between Innes Avenue and Hudson Avenue. Eventually the Hudson Avenue bikeway will connect to the Class I facility on the east side of Hunters Point Boulevard, although in the interim period, the project would ensure a continuous bicycle connection from the current Class II bike lanes on Hunters Point Boulevard to the Class I bicycle corridor within the project site as follows. A connection would be constructed for cyclists making left turns at the multi-lane intersection of Hunters Point Boulevard/Hudson Avenue (signalized as part of the project) from the bike lane on southbound Hunters Point Boulevard to the Class I facility on Hudson Avenue. Design and construction of this facility would be subject to final review and approval of the City Traffic Engineer. This may include one of the following two designs and is indicated on **Figure 3**:

- installation of bicyclist signal heads, bicycle left-turn lane, and an accompanying dedicated signal phase for the maneuver; or,
- installation of a two-stage turn queue box at the far side of the intersection; which is a space where cyclists can wait more safely prior to completing the maneuver in a location visible to other road users.

Additionally, Earl Path is the extension of Earl Street, north of New Hudson Avenue, which would be a path for pedestrians and bicyclists only. Furthermore, recreational paths connecting the on-site bike route to the Bay Trail, Northside Park, and India Basin Shoreline Park would be constructed throughout the proposed shoreline open space.

Bicycle circulation within and adjacent to the project site is shown in **Figure 5**. Further information about bicycle circulation can be found in section 8.6 of the Infrastructure Plan and section 2.1.1 of the DSG.



Source: India Basin Design Standards & Guidelines document

Note:
Class II bike parking will be provided within the furnishing zone and at other locations to be determined throughout the project site.

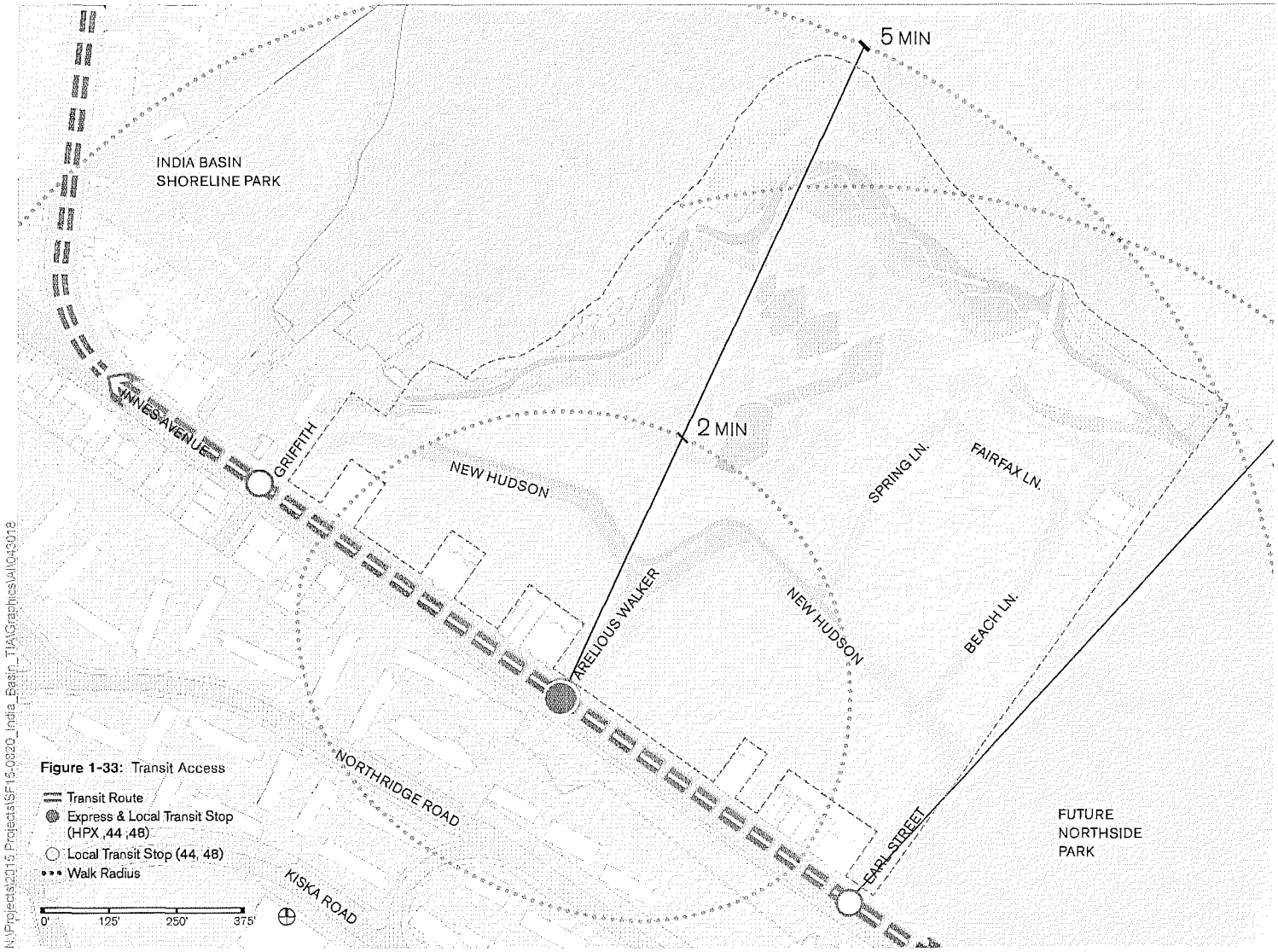
Figure 5
Bicycle Circulation

2.6 Transit Changes

The project would provide SFPUC power hookups to shelter locations along Hunters Point Boulevard and Innes Avenue adjacent to the project site and would coordinate with SFMTA on the location of the hookups. In addition, the project would provide funding to the SFMTA for implementation of a transit only lane in each direction from the intersection of Hunters Point Boulevard/Evans Street/Jennings Street to the intersection of Donahue Street and Robinson Street.

The area surrounding the project is slated for substantial transit service improvements not specifically tied to the project, including service increases specified in the CPHPS Transportation Plan. Existing Muni lines 44 O'Shaughnessy and 48 Quintara would be extended along Innes Avenue to Hunters Point Shipyard via India Basin to replace the 19 Polk, which would be rerouted away from the project site. Additionally, the Hunters Point Express (HPX) will run express between Downtown San Francisco and the project's stop at Innes Avenue/Arelious Walker Street, providing a rapid connection for passengers. These routes will ultimately result in combined service of 25 buses per direction per hour along Innes Avenue; a substantial improvement over the current four buses per hour per direction. These improvements will be implemented during construction of CPHPS, in the 2021-2026 timeframe. They are described in detail in Section 5.2.2 of this document.

Transit circulation in the vicinity of the project site is shown in **Figure 6**. Further information about transit changes associated with the India Basin and CPHPS project can be found on pages 29-30, 142-164, and 203-227 of the TIS, and in section 8.2 of the Infrastructure Plan.



Source: India Basin Design Standards & Guidelines document

Figure 6

Transit Circulation

Chapter 3. Transportation Demand Management (TDM) Plan

This chapter contains the project's Transportation Demand Management (TDM) Plan. An overview of the TDM Plan and its goals is presented. Then, a monitoring and reporting plan is presented and the plan's overall likely effectiveness is discussed. Finally, the 16 strategies that make up the plan are described in detail.

3.1 Overview

The project sponsor is committed to reducing vehicle trips to and from the project site beyond that which is required by Mitigation Measure Mitigation Measure M-AQ-1f in the Draft Environmental Impact Report (DEIR). The project has been designed to prioritize and promote travel by walking, biking, and transit for new residents, tenants, employees, and visitors. As the project is at the scale of a small neighborhood, these design decisions will be particularly influential to people's travel patterns. Key design elements include the provision of an internal road network with narrow streets designed to neighborhood-appropriate speeds; a comprehensive pedestrian network of sidewalks, crosswalks, mid-block pathways, and open space trails; a new Class I bicycle facility throughout the site comprising part of a major regional bicycle connection; the closure of the gap in the Bay Trail through the project site; signalization of five project-adjacent intersections that enhances pedestrian and bicycle connectivity; and support and accommodation for a bus-only lane along Innes Avenue adjacent to the project site.

The multimodal project design is complemented and supported by the project's TDM Plan, which includes specific strategies to reduce vehicular trip-making by shifting trips that would otherwise be made by private automobile to other modes such as walking, bicycling, or transit. This generally involves improving the appeal of these modes via supportive amenities (such as showers and lockers for bike commuting or real-time transit information screens), making the costs associated with private auto-mobility more apparent (such as unbundling parking spaces from residential units), and reducing the need for site users to make longer distance trips that tend to be more likely made by automobile (such as by providing key amenities like a grocery store within the project site).

To mitigate the project's significant air quality impact, Mitigation Measure M-AQ-1f in the DEIR compels the project to reduce by 15 percent the total daily one-way project vehicle trips analyzed in the EIR (for both the 700 Innes and India Basin Open Space sites). The project sponsor has agreed to exceed this requirement by committing to the performance standard of a 20 percent vehicle trip decrease. This will be

achieved through a combination of the multimodal design elements inherent in the project and individual strategies contained within the TDM plan.

The strategies presented in this chapter constitute the initial plan for the first phase of development. The project sponsor will evaluate the project against the performance standard at a number of checkpoints during buildout. At each of these checkpoints, the project sponsor would convene with SFMTA and Planning Department to evaluate the effectiveness of the TDM strategies implemented to date in the context of levels of transit service implemented and yet to be implemented near the site. If the project is found to be falling short of the performance standard at a particular checkpoint, the project sponsor will work with SFMTA and Planning Department to consider adjustments to TDM strategies or new measures to achieve the performance standard (e.g. changes to amount of parking). These checkpoints would be scheduled to provide enough time for the project sponsor to make TDM adjustments or adjustments to project design in the subsequent phase, if needed.

The effective daily vehicle trip generation rates for each land use type contained within the *Supplemental Memorandum to the India Basin TIS: Transportation Impacts for the "Revised Proposed Project"* shall be used at these checkpoints to determine the base against which the performance standard can be measured. This memorandum presents two sets of rates, for Project Conditions and Cumulative Conditions scenarios. It is intended that the Project Conditions scenario trip generation rates shall be used until the point at which SFMTA implements 75 percent of the level of transit service ultimately planned and committed to as part of the Candlestick Point/Hunters Point Shipyard Transportation Plan (or 1,280 seats per hour in each direction along Innes Avenue), at which point the Cumulative Conditions scenario trip rates, which are lower to reflect mode shift from auto to transit, shall be used.

3.2 Monitoring and Reporting Requirements

The TDM Coordinator will undertake monitoring and reporting of the TDM plan consistent with the City's TDM Program Standards. If a Transportation Management Association (TMA) is formed to oversee the TDM plan implementation, the TDM Coordinator may be a representative of the TMA. The three main monitoring and reporting components of the Program Standards are a pre-occupancy site visit, ongoing monitoring and reporting statements, and periodic updating of the Plan if needed after entitlement. While the key elements of the monitoring and reporting standard were included in the DEIR Mitigation Measure M-AQ-1f, the project has chosen to exceed these requirements in three areas: addition of three interim checkpoints where the Plan may be adjusted, the increase of the performance standard from 15 percent daily vehicle trip reduction to 20 percent, and the addition of monitoring, reporting, and adjustments for the life of the project.

The TDM Coordinator will submit the first report for all buildings that are at least 75 percent occupied 18 months after issuance of the first certificate of occupancy of any building on the 700 Innes property that includes off-street parking or the establishment of surface parking lots or garages. After the first reporting period, reports will be submitted on an annual basis until five consecutive reporting periods show that the fully built project has met the 20 percent performance standard, after which they may be submitted every three years for the life of the project. While the mitigation measure states that monitoring, reporting, and adjustments may cease once the reduction goal has been met for up to eight consecutive reporting periods, the project has committed to continue monitoring, reporting, and adjusting (if needed) for the life of the project. While the mitigation measure requires that the Project's TDM coordinator shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, this Plan enables for more responsive course-correction during project buildout if the project is not meeting its goal as determined by monitoring conducted after certain checkpoints, to be agreed to between the project sponsor and the City, as defined in Section 3.1. Adjustments may include reducing the parking supply for future phases of the project below the maximum allowable.

For ease of reference, the full text of the Mitigation Measure is provided below in italics:

> ***TDM Plan Monitoring and Reporting**: The TDM Coordinator shall collect data, prepare monitoring reports, and submit them to the Planning Department. To ensure that the goal of reducing by at least 15 percent the aggregate daily one-way vehicle trips is reasonably achievable, the project sponsor shall monitor daily one-way vehicle trips for all buildings that have received a certificate of occupancy and that are at least 75 percent occupied, and shall compare these vehicle trips to the aggregate daily one-way vehicle trips anticipated for those buildings based on the trip generation rates contained within the project's Final Transportation Impact Study.*
>
> ***Timing**. The TDM Coordinator shall collect monitoring data and shall begin submitting monitoring reports to the Planning Department 18 months after issuance of the first certificate of occupancy for buildings that are at least 75 percent occupied on the 700 Innes property that include off-street parking or the establishment of surface parking lots or garages. Thereafter, annual monitoring reports shall be submitted (referred to as "reporting periods") until five consecutive reporting periods show that the fully built project has met the reduction goal. From that point on, monitoring data shall be submitted to the Planning Department once every three years.*
>
> *Each trip count and survey (see below for description) shall be completed within 30 days after the end of the applicable reporting period. Each monitoring report shall be completed within 90 days after the applicable reporting period. The timing of monitoring reports shall be modified such that a new monitoring report is submitted 12 months after adjustments are made to the TDM plan to meet the*

reduction goal, as may be required under the "TDM Plan Adjustments" heading, below. In addition, the Planning Department may modify the timing of monitoring reports as needed to consolidate this requirement with other monitoring and/or reporting requirements for the proposed project or variant, such as annual reporting under the proposed project's or variant's development agreement.

***Term**. The project sponsors shall monitor, submit monitoring reports, and make plan adjustments until the earlier of: (i) the expiration of the Development Agreement, or (ii) the date the Planning Department determines that the reduction goal has been met for up to eight consecutive reporting periods.*

***Components:** The monitoring and reporting, including trip counts, surveys and travel demand information, shall include the following components or comparable alternative methodology and components, as approved, accepted or provided by Planning Department staff:*

(1) Trip Count and Intercept Survey: Provide a site-wide trip count and intercept survey of persons and vehicles arriving and leaving the project site for no less than two days during the reporting period between 6:00 a.m. and 8:00 p.m. One day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during one week without federally recognized holidays, and another day shall be a Tuesday, Wednesday, or Thursday on which San Francisco public schools are in session during another week without federally recognized holidays. The trip count and intercept survey shall be prepared by a qualified transportation or survey consultant, and the Planning Department shall approve the methodology prior to the Project Sponsors conducting the components of the trip count and intercept survey. The Planning Department anticipates it will have a standard trip count and intercept survey methodology developed and available to project sponsors at the time of data collection.

(2) Travel Demand Information: The above trip count and survey information shall be able to provide the travel demand analysis characteristics (work and non-work trip counts, origins and destinations of trips to/from the project site, and modal split information), as outlined in the Planning Department's Transportation Impact Analysis Guidelines for Environmental Review, October 2002, or subsequent updates in effect at the time of the survey.

(3) Documentation of Plan Implementation: The TDM coordinator shall work in conjunction with the Planning Department to develop a survey (online or paper) that can be reasonably completed by the TDM coordinator and/or Transportation Management Association (TMA) staff members to document implementation of TDM

program elements and other basic information during the reporting period. The project sponsors shall include this survey in the monitoring report submitted to the Planning Department.

(4) Assistance and Confidentiality: The Planning Department will assist the TDM coordinator with questions regarding the components of the monitoring report and will assist the TDM coordinator in determining ways to protect the identity of individual survey responders.

***TDM Plan Adjustments**. The project sponsors shall adjust the TDM plan based on the monitoring results if three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal. The TDM plan adjustments shall be made in consultation with Planning Department staff and may require refinements to existing measures (e.g., change to subsidies, increased bicycle parking), inclusion of new measures (e.g., a new technology), or removal of existing measures (e.g., measures shown to be ineffective or induce vehicle trips). If the Planning Department determines that the reduction goal has been met for eight consecutive reporting periods, the TDM Plan in place at the time of the eighth consecutive successful reporting period shall be considered the final TDM Plan.*

If the monitoring results from three consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal, the TDM plan adjustments shall occur within 270 days after the last consecutive reporting period. The TDM plan adjustments shall occur until the monitoring results of three consecutive reporting periods demonstrate that the reduction goal is achieved.

If after implementing TDM plan adjustments, the project sponsors have not met the reduction goal for up to eight consecutive reporting periods, as determined by the Planning Department, then the project sponsors may, at any time thereafter, elect to use another means to address the shortfall in meeting the TDM plan reduction target.

Specifically, in addition to paying the emission offset fees set forth in Mitigation Measure M-AQ-1d, the project sponsors may pay an additional offset fee in accordance with Mitigation Measure M-AQ-1d. This additional offset fee would be the amount required to address both the shortfall in reduction during the previously monitored years and the anticipated shortfall in the remaining expected years of project operations. The anticipated shortfall shall be based on the shortfall that occurred in the most recently monitored year. Calculations of emissions to be offset shall be based on the total amount of emissions anticipated to be reduced by achieving the 15 percent TDM goal, adjusted for the actual percentage of aggregate daily one-way vehicle trip reduction achieved in the most recently monitored year.

After paying this additional offset fee, the project sponsors shall continue to monitor, report and adjust their TDM Plan in accordance to this Mitigation Measure M-AQ-1f, to ensure that the shortfall from the reduction goal does not increase significantly over time for the duration of the term defined herein. At the end of that term, the project sponsors' monitoring, reporting, and adjusting obligations of MM-AQ-1f shall terminate, but the project sponsors shall continue to implement the final TDM Plan for the life of the project. The final TDM Plan shall be either a) the TDM Plan that met the reduction goal for eight consecutive monitoring periods; or b) if the project sponsors have paid an additional offset fee, the TDM plan that achieved the highest reduction goal for any reporting period.

3.3 Overall Effectiveness

The project transportation network and TDM plan could reduce daily vehicle trips to and from the Build Property by 20 percent compared to the trip numbers forecasted in the DEIR. The DEIR trip forecasts were developed using trip generation rates contained within the San Francisco Guidelines and mode splits developed for the Candlestick Point Hunters Point Shipyard (CPHPS) EIR. As is the case for other elements of the project description that may affect travel patterns, such as parking supply and the Class I bicycle facility, several of the TDM strategies listed below are not explicitly accounted for in the project mode split rates. However, these elements are accounted for to the extent that the buildings and areas that constitute the generalized data set for mode split include them. Therefore, it is reasonable to expect additional reductions beyond those estimated for the TDM plan due to the presence of the comprehensive bicycle facility, extensive pedestrian network, and traffic-calmed street network.

Table 2 summarizes both the individual and aggregate effects of the TDM measures on daily vehicle trips to and from the project site. Estimates are mostly taken from *Quantifying Greenhouse Gas Mitigation Measures*, a report for the California Air Pollution Control Officer's Association produced in 2010 ("CAPCOA") and are supplemented with data from other recent studies. Effectiveness in terms of percent reduction in daily trips is presented as a single percentage; however, the precise reduction will be dependent on factors that are not fully known at this time, such as degree of program implementation, demographics of future residents, parking prices and availability relative to the surrounding neighborhood, and TDM programs implemented by individual office or retail tenants. In some instances, the reduction accounts for local dampening of the CAPCOA standard based on the more urban land use context of the project site (so as not to double-count reductions already somewhat accounted for in the DEIR trip forecasts) compared to the context contained within the CAPCOA data. The estimation of reductions for each strategy includes separate application of different CAPCOA reduction rates to commute and non-commute trips. The aggregate reduction includes category caps that recognize the diminishing effectiveness of multiple different strategies in the same category.

The aggregate range of effectiveness for strategies contained within the TDM plan (with category capping considered) is 6 percent to 22 percent. Part of this spread is explained by the varying effect of the TDM strategies on different land use contexts, and the upper end of the range contains maximum possible reductions for elements such as a robust pedestrian network and parking unbundling, which are to a certain extent accounted for in the project trip rates. Considering the local land use context and the extent to which measures are likely accounted for in trip rates, the TDM plan is estimated to reduce daily vehicle trips by 10 percent. Further reduction should be expected for project components not included in the TDM plan but whose reduction is quantifiable, such as comprehensive bicycle improvements, paid parking, and pre-tax transit benefits (provided in compliance with the Commuter Benefits Ordinance). The combination of the

TDM plan with these specific project components is estimated to reduce daily vehicle trips by 13 percent. Further reduction should be expected for the subset of strategies for which no reliable data on reductions was available from CAPCOA or other sources. Additional potential reductions may arise from TDM programs and subsidies provided by individual office and retail tenants. As mentioned previously, further reductions should also be expected for design elements such as the traffic-calmed street network.

If the project's TDM measures are not trending to meet the goal of reducing estimated aggregate daily one-way vehicle trips by at least 20 percent during the checkpoints, compared to the forecasts in the project's DEIR, the project sponsor, in consultation with SFMTA and Planning Department, would explore other TDM options or adjust the project's designs, as the project continues to be built out. These options would be determined based on how site users' travel patterns are evolving, as identified by user surveys and would be developed in consultation with SFMTA and Planning Department.

Table 2: Summary of TDM Strategies and Estimated Effectiveness

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
Strategies Contained Within TDM Plan						
3.4.1	Bicycle Parking	Provide ample, secure, and convenient bicycle parking for all uses	TRT-6	0.6%	Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)
3.4.2	Bicycle Repair Stations	Provide public stations for repair and maintenance of bicycles	TRT-6		Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)
3.4.3	Showers and Clothes Lockers	Provide facilities for employees to shower and store personal belongings if they bicycle or walk to work	TRT-6		Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)
3.4.6	Bicycle Maintenance	Vouchers would be provided to residents and employees for bicycle repairs by a mechanic or bike shop	TRT-6		Helps create an environment that supports and encourages use of active transportation.	Reduction uses alternative literature presented in CAPCOA (Center for Clean Air Policy Guidebook)

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
3.4.4	Improve Walking Conditions	Maintain safe, accessible, and welcoming pedestrian facilities	SDT-1	1.0%	May provide additional traffic calming benefits that encourage use of active transportation.	Reduction assumes that pedestrian networks are prevalent within site as well as connecting off-site
3.4.5	Bike Share Stations and Membership	Space will be dedicated for bike share stations, and residents will be provided with memberships once active	TRT-12	1.3%	Visibility of bike share stations may help advertise potential of bicycling as a mode of transport	Data estimated from Capitol Bikeshare reports on vehicle ownership changes due to bikeshare
3.4.7	Fleet of Bicycles	Until bike share stations are available, free bicycles will be available for lending to residents and employees.	TRT-12		Fleet would include cargo bicycles to facilitate family travel or trips where the rider needs to carry packages or bags.	Becomes redundant once docked bicycle sharing is available.
3.4.8	Carshare Parking	Provide carshare parking	TRT-9	1.0%	The presence of carshare allows for households to live without owning an automobile, which reduces their total vehicle trips	

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
3.4.9	Delivery Supportive Amenities	Features that support delivery of goods and services, including lockers, temporary storage, etc.	N/A	no data	While this measure largely provides an amenity for residents, its presence may assist zero-car households; this mechanism is similar to that for carshare.	
3.4.10	Family TDM Amenities	Includes on-site storage for personal car seats and utility carts for households that may not own a car	N/A	no data	While this measure largely provides an amenity for residents, its presence may assist zero-car households; this mechanism is similar to that for carshare.	
3.4.11	On-Site Childcare	On-site childcare that reduces the distance that families travel to access childcare.	LUT-3	N/A	Studies show no demonstrable effect; however, research shows around 10 percent of trip chaining during commutes is due to escorting children to/from childcare (Davidson, 1991). Around half of commute trips are chained, and around 30 percent of trips to/from the project site are commute related, leading to a potential reduction of up to 1.5%	
3.4.12	Multi-modal Wayfinding	Signage that directs residents, employees, and visitors to a variety of transportation services and infrastructure.	TST-2	no data	Helps create an environment that supports and encourages use of active transportation and transit.	

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
3.4.13	Real-time Transportation Displays	Displays and electronic signs showing departures and arrivals of transit service.	TST-2	no data	Helps create an environment that supports and encourages use of transit.	
3.4.14	Tailored Transportation Marketing Services	Ongoing promotion and marketing of sustainable transportation modes	TRT-8	2.5%	Helps create an environment that supports and encourages use of active transportation and transit.	Range of reduction is 1 - 4 percent. Midpoint selected due to measures applying primarily to commute trips, but having some general applicability to all trips.
3.4.15	On-Site Affordable Housing	Inclusion of 25% affordable housing	LUT-6	1.0%	Lower-income households tend to make fewer vehicle trips, and have lower rates of vehicle ownership.	
3.4.16	Unbundled Parking	Require office tenants and residents to pay for parking spaces separately from lease or ownership costs	PDT-2	3.0%	Encourages households to forego owning a car that requires storage, and encourages office tenants to charge employees for parking or offer parking cash-out.	Range of reduction is 2.6 to 13%. Reduction assumes that effectiveness is dampened due to common practice of charging for parking in San Francisco
Subtotal (including category capping)				**10.0%**[1]		
Quantifiable Additional Reductions						
N/A	Comprehensive Bicycle Improvements	Anticipated cumulative effect of multiple bicycle-friendly design options	SDT-2, SDT-4	1.0%	Comprehensive bicycle promotion and facilitation may have a traffic calming effect, which CAPCOA estimates can provide up to a 1% reduction in trips.	Assumes that strength of bicycle network creates benefits similar to the CAPCOA Traffic Calming strategy

Strategy Number	Strategy Name	Description	CAPCOA Reference	Effectiveness (Reduction in Daily Vehicle Trips)	Additional Benefits	Notes
N/A	Paid Parking	Increased price to park on-site for both employees and visitors	PDT-3	2.8%	Assumes increases in price to park on-site for both employees and visitors, as well as residents, in addition to unbundling parking from lease price.	Per CAPCOA, assumes that prices increase by 25 percent over those at similar sites
N/A	Pre-Tax Transit Benefits	Employer tenants offering pre-tax transit benefits to employees	TRT-4	0.2%	Some employer tenants will choose to provide transit benefits or pre-tax transit withholding under San Francisco Commuter Benefits Ordinance.	Assumes equivalent to a 25% subsidy of transit costs for participating employees. Assumes 10% of trips would be eligible.
Total with Quantifiable Additional Reductions (including category capping)				**13.5%**[1]		

1. The TDM Plan includes elements for which no data is available to quantify specific reductions in vehicular travel demand, including 3.4.9 (Delivery Supportive Amenities), 3.4.10 (Family TDM Amenities, 3.4.11 (On-site childcare), 3.4.12 (Multi-modal wayfinding), and 3.4.13 (Real-time Transportation Displays). The combined effects of these elements plus elements for which quantifiable data is available will likely lead to further reductions than the totals summarized in this table, bringing the project's total trip generation closer to the goal of a 20 percent reduction.

Source: Fehr & Peers, 2018; CAPCOA, 2010

3.4 Detailed Review of Each Strategy

The following sections examine each of the 16 TDM strategies proposed as part of the India Basin development. All monitoring and reporting indicated below are for the purposes of complying with City requirements unless otherwise noted.

3.4.1 Bicycle Parking

Description:

- Includes secure bicycle parking, both indoors (Class I) and outdoors (Class II). Class I spaces would be protected from the elements and can either be provided in the form of enclosed lockers or a secure room. A room can accommodate a greater density of bicycles, but requires a large amount of consolidated space. Lockers take up more room overall, but can be stacked vertically and are more flexible in their space requirement. In addition to the indoor spaces provided for residents and employees, open-air Class II parking spaces would be provided for the public and site visitors. An appropriate portion of both Class I and Class II bike parking facilities would be for larger bikes. The project would provide enough bicycle parking to meet San Francisco Planning Code Requirements, and would provide at a minimum 1,477 Class I and 98 Class II bicycle parking spaces, for a total of 1,575 bicycle parking spaces. The project's approximate bicycle parking ratios are presented in **Table 5** on page 55. The bicycle parking ratios will be upheld by phase and to the extent possible, be spread across buildings appropriately based on their size, noting that buildings with fewer than six residential units may not each contain Class I bicycle parking due to space limitations.

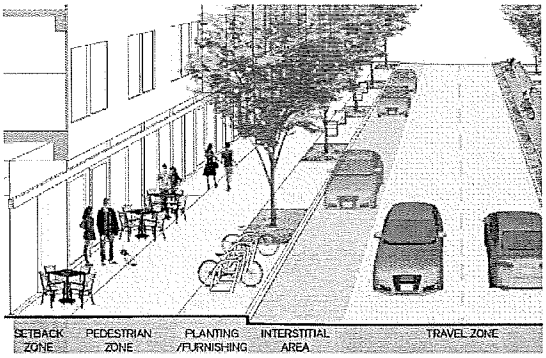
Phasing:

- Prior to submittal of project construction permit applications, verify that the appropriate buildings have been designed with required bicycle parking.
- Bicycle parking would be installed in each building as it is constructed and would be available for use upon receipt of Certificate of Occupancy for each building.

Siting:

- Class I bicycle parking would be provided in each building, except those with fewer than six residential units, approximately at the ratios presented in **Table 5**, near the natural pedestrian entrance, with ground floor access or ramp access; bicyclists would not need to ride an elevator or climb stairs to store their bicycle. Doorways between the street and parking area would be automated to the extent possible.

- Short-term public bicycle parking (Class II) would be located within 150 feet of building entrances in amounts adequate for visitors to each building, as well as in the furnishing zone along the New Hudson Avenue cycle track and Arelious Walker Drive. The furnishing zone (shown among conceptual streetscape zones to the right) along these streets is particularly appropriate for bicycle parking because of the major bicycle facility along New Hudson Avenue and because of the proximity of the Public Market and other retail destinations along Arelious Walker Drive. People on bicycles would be able to safely exit the New Hudson Avenue bicycle facility and cross that street to access all building entrances south of it via pedestrian crosswalks located at each intersection along the bicycle facility.



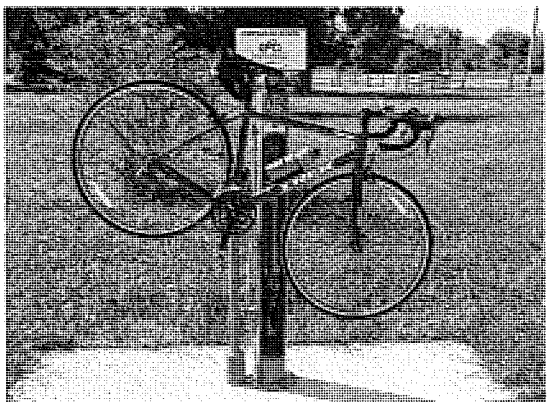
Target Audience:

- All site users.

3.4.2 Bicycle Repair Stations

Description:

- Bicycle repair stations typically include the basic tools required to fix a flat tire, adjust the chain and gears, and tighten brakes. Available tools would include, at a minimum, a bicycle pump, wrenches, a chain tool, lubricants, tire levers, hex keys/Allen wrenches; Torx keys, screwdrivers, and spoke wrenches. A typical bicycle repair station is shown at right (source: Institute for Transportation Research and Education).



Phasing:

- Bicycle repair stations would be installed commensurate with the bicycle infrastructure being constructed at each phase at that location. No fewer than three repair stations would be constructed.

Siting:

- Repair tools would be provided within every Class I bicycle storage room on-site with capacity of at least 20 bicycles.
- Public bicycle repair stations would be located along the most heavily used bicycle routes. Specifically, the project would include two outdoor repair stations, one on New Hudson Avenue and one along the Bay Trail.

Target Audience:

- All site users.

3.4.3 Showers and Clothes Lockers

Description:

- Showers and clothes lockers enable employees who bicycle to the project site to freshen up upon arrival, thereby making bicycle commuting more feasible and attractive.
- The exact site uses by building are still be determined, however, showers and clothes lockers would be provided according to the schedule of requirements listed in San Francisco Planning Code section 155.4(c). As such, more precise shower locations would be prescribed prior to the construction of each phase.

Phasing:

- Prior to phase construction, verify that the appropriate buildings have been designed with showers and lockers.

Siting:

- Showers and lockers would be located as close to Class I bike parking as possible. Showers and lockers would be located in well-lit locations selected to improve personal safety at all hours.

Target Audience:

- Employees (part-time and full-time).

3.4.4 Improve Walking Conditions

Description:

- The property owner would complete streetscape improvements so that the public right-of-way is safe, accessible, convenient and attractive to persons walking. The India Basin Design Standards and Guidelines (DSG) document specifies that streetscapes will be consistent with the Better Streets Plan.

Phasing:

- Prior to project construction, verify that streetscape design includes safe and accessible rights-of-way.

Siting:

- Throughout project site, with a specific focus on access to building entrances and adjacent transportation infrastructure.

Target Audience:

- All site users.

3.4.5 Bike Share Stations and Membership

Description:

- Bike share is a service in which bicycle are made available for shared use to individuals on a short term basis for a price that varies based on how long the bike is checked out.
- Ford GoBike, operated by Motivate, is the Bay Area's current dock-based bike share system, and like most systems, it allows users to borrow bikes at one location and return them to a different location. Current annual memberships allow users to check out a bike for 45 minutes at a time at no additional cost. Beyond 45 minutes, each additional 15 minutes currently costs $3. In the event that a bike share station is approved for construction within the project site and once dates of installation are provided by the City, property managers would proactively offer to fully subsidize annual bike share memberships for residents (one per dwelling unit per year) and employees (both part-time and full-time).

Phasing:

- At this time, there are no stations installed or planned for the India Basin neighborhood. In the event that Motivate and the City decide to expand the system to the project site, Property Management would coordinate with SFMTA to reallocate curb space to accommodate 1-2 bike share stations on the project site.
- Subsidies for bike share memberships would be offered once dates of installation are provided by the City for bike share stations within the project site.

Siting:

- Bike share stations are typically located next to transit stations, major attractions, large employment centers, and residential centers. Stations can be on a sidewalk or at the curb and the project sponsor would work with SFMTA to reallocate curb space. Property Management would cooperate with Motivate, or any other bike share operator, to assist in the siting of one or two bike share locations along New Hudson Avenue at the time Ford GoBike decides to site a bike share station within the project site.

Target Audience:

- Property management would proactively offer to provide memberships for all employees (part-time and full-time) and residents (one membership per dwelling unit per year) at the project site. On-site stations would be available for use by anyone with a membership.
- Annual membership would be offered on an ongoing basis.

3.4.6 Bicycle Maintenance

Description:

- Bicycle maintenance services would be provided to residents and employees through vouchers for nearby bicycle shops or through an on-call bicycle mechanic. The property owner would pay for maintenance minimally equivalent to the cost of one annual bicycle tune-up. The cost of a basic tune-up would be estimated in consultation with local bicycle repair shops.

Phasing:

- The bicycle maintenance program would be ongoing, and first implemented upon building occupancy, contingent upon the presence of local bicycle shops that would accept the vouchers.

Siting:

- Tune-ups would take place at a nearby bicycle shop, or would be performed by an on-call bicycle mechanic.

Target Audience:

- Employees (part-time and full-time) and residents.

3.4.7 Fleet of Bicycles

Description:

- To enable project residents and employees to make short-haul trips by bicycle instead of by car, the property manager would provide a fleet of bicycles for use by residents, employees, and visitors. A maximum of 30 bicycles would be provided, which is an amount similar to the number of docks at two bike share stations. The property owner would provide helmets, locks, lights, baskets, and other amenities to facilitate convenient use of the fleet of bicycles. The fleet would include at least two cargo bikes that can accommodate family travel. When Ford GoBike or another major bike share system reaches the project site, the property manager could phase out this fleet of property-provided bicycles in favor of subsidized bike share membership.

Phasing:

- Bicycles would be purchased prior to building occupation.

Siting:

- Secure bicycle parking would be provided for the fleet of bicycles within an easily accessible bicycle room or a bicycle cage. Ideally, the fleet of bicycles would be located near showers and clothes lockers.
- Secure bicycle parking for the fleet of bicycles would be in addition to the bicycle parking described in Section 3.4.1. The project would provide more bicycle parking than required by the San Francisco Planning Code at the outset of the project, with the intention that the excess spaces would be used for the fleet of bicycles; later, as bike share reaches the vicinity of India Basin, the fleet of bicycles would be phased out and the excess bicycle parking would be used to satisfy the bicycle parking requirement for future phases of development.

Target Audience:

- Employees (part-time and full-time) and residents.

3.4.8 Carshare Parking

Description:

- Vehicles would be made available by reservation on an hourly basis, or in smaller intervals. To meet the number of carshare spaces recommended by the Planning Code, the project would designate approximately 17 parking spaces for carshare use, provided by a certified carshare organization. This number was derived using the ratios indicated in Table 166 of the Planning Code, which recommend 2 spaces for the first 200 dwelling units plus 1 space for every 200 dwelling units over 200, and 1 space for every 50 parking spaces provided for non-residential uses, as indicated in **Table 3**. Carshare signage would include wayfinding information from public access points. If the carshare spaces are not utilized (i.e. carshare companies decline to station vehicles there, or project residents or employees do not make use of carsharing), the designated spaces could be permanently repurposed for private vehicle parking or other uses.
- Scooter share, a relatively new paradigm in which electric-assist scooters are available for point-to-point trips, would not necessarily be provided at the project site. However, parking garages at the project site would include electric charging infrastructure suitable for use with scooter share vehicles, such that it would be feasible to accommodate shared scooters.

Phasing:

- Carshare parking would be provided with construction of parking garages, at the ratios indicated in **Table 3**. Carshare parking ratios will be upheld by phase, and services would be in place prior to occupation of adjacent buildings.

Siting:

- In each subsurface garage, close to the pedestrian access point to the garage. Garages containing carshare parking spaces will be publicly accessible, (i.e. for carshare members who are not residents or employees at the project site).

Target Audience:

- Employees (part-time and full-time) and residents. The vehicles would typically also be made available to users who do not live or work on the project site.

Table 3: Proposed Carshare Parking Ratios

		Number of Required Carshare Parking Spaces
Number of Residential Units	0-49	0
	50-200	1
	200 or more	2, plus 1:200 each additional 200
Number of Parking Spaces Provided for Non-Residential Uses or in a Non-Accessory Parking Facility	0-24	0
	25-49	1
	50 or more	1, plus 1:50 each additional 50

3.4.9 Delivery Supportive Amenities

Description:

- Delivery supportive amenities make it easier for project residents/employees to obtain goods or services by delivery, rather than by making vehicle trips. These amenities include features that permit deliveries in a manner and at a time convenient for both delivery companies and the recipients of deliveries, such as clothes lockers for delivery services, temporary storage areas for packages and other deliveries, and/or temporary refrigeration for grocery deliveries. These amenities would be provided in each building.

Phasing:

- Prior to project construction, verify that the appropriate buildings have been designed with delivery supportive amenities.

Siting:

- Delivery supportive amenities are most appropriate for medium- to large-scale residential and office buildings. These amenities would generally be located near the main entrance to each building, on the ground floor.
- Specific building plans are still being developed for the India Basin site; therefore, it is not yet feasible to identify which specific buildings will be appropriate for delivery supportive amenities. As a general rule, buildings with at least twenty residential units or at least 20 ksf of non-residential use would be suitable for delivery supportive amenities.

Target Audience:

- Office employees (part-time and full-time) and residents.

3.4.10 Family TDM Amenities

Description:

- Family TDM amenities reduce vehicle trips by making it easier for families to meet their needs using carshare, which makes it easier for families to forgo private vehicle ownership. Family TDM provisions address challenges that families or households face in making trips without a private vehicle. Amenities would include on-site secure storage for personal car seats, strollers, athletic gear, and shared collapsible shopping or utility carts. Storage would be located near off-street carshare parking spaces and could be unlocked using carshare membership cards (e.g. Zipcar's "zipcard").
- For buildings with at least 40 dwelling units, one secure storage location and one secure cargo bicycle parking space will be provided per every 20 dwelling units. In addition, for these buildings, collapsible shopping or utility carts will be provided at a rate of one per every 10 dwelling units.

Recommendation for Phasing:

- Family TDM amenities would be purchased and implemented prior to occupation.

Recommendation for Siting:

- These amenities would generally be located in close proximity to carshare parking spaces and/or near building entrances.

Target Audience:

- Residents.

3.4.11 On-site Childcare

Description:

- On-site childcare facilities reduce commuting distances between households, places of employment, and childcare. At least one on-site childcare facility would be provided within the project.

Phasing:

- The childcare facility is planned to be constructed as part of the Cove East section of the site (phases are shown on Figure 2).

Siting:

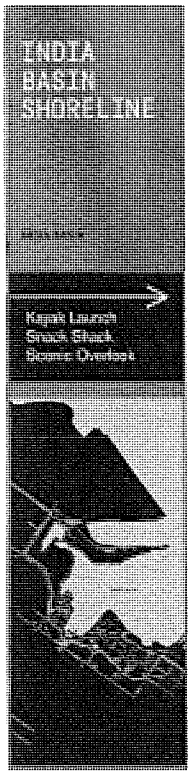
- The project sponsor intends to construct the childcare facility in the Cove East phase.

Target Audience:

- All site users, as well as families in neighboring areas. Childcare spaces would be reserved for employees (part-time and full-time) and residents at the project site, and secondarily for people residing within approximately one mile of the project site.

3.4.12 Multi-modal Wayfinding Signage

Description:



- Wayfinding signage directs residents, employees, and visitors to transportation services and infrastructure, including transit, bike share, carshare parking, bicycle parking and amenities, the Bay Trail, etc. Signage would be located both indoors and outdoors, and outdoor signage would be constructed to withstand weather elements. The property owner would provide signage to guide people walking to nearby destinations and transportation facilities. The property owner would coordinate with SFMTA and other local and regional agencies during implementation. A conceptual wayfinding sign, directing bicyclists and pedestrians to nearby destinations, is shown at right (source: Build). Bicycle wayfinding signage would be installed and maintained by SFMTA; pedestrian wayfinding signage would be installed and maintained by the project sponsor.

Phasing:

- Wayfinding signage would be installed prior to occupation.

Siting:

- Indoor signage would be located near the main entrance to each building and would direct building users to the on-site transportation resources, such as carshare parking and the fleet of bicycles in the secure bicycle parking area. Exterior signage would provide clear direction from building entrances to destination transportation facilities such as transit stops and bicycle facilities.

Target Audience:

- All site users.

3.4.13 Real-time Transportation Information Displays

Description:

- Real-time transportation information displays, including large television screens or computer monitors (such as the devices produced by TransitScreen), communicate sustainable transportation options and support informed trip-making. The property manager would install displays in strategic locations to be determined, such as lobbies in buildings with a high number of employees or residents.

Phasing:

- Information displays would be implemented prior to occupation.

Siting:

- Information displays would be located in prominent locations at pedestrian exits and lobbies in buildings with more than 100 dwelling units, or more than 200 employees.

Target Audience:

- All site users.

3.4.14 Tailored Transportation Marketing Services

Description:

- The project would deliver ongoing promotions to encourage use of sustainable transportation modes, and welcome packets for new residents and employees, as follows:
    - (1) Promotions. The TDM coordinator shall develop and deploy promotions to encourage use of sustainable transportation modes. This includes targeted messaging and communications campaigns, incentives and contests, and other creative strategies. These campaigns may target existing and/or new residents/employees/tenants.
    - (2) Welcome Packets. New residents and employees shall be provided with tailored marketing information about sustainable transportation options associated with accessing the project site (e.g., specific transit routes and schedules; bicycle routes; carpooling programs, etc.) as part of a welcome packet. For employees, the packet should reflect options for major commute origins. New residents and employees shall also be offered the opportunity for a one-on-one consultation about their transportation options.

- Marketing services would be provided by the TDM coordinator, if that employee has the capacity to do so. Alternatively, the project sponsor could retain a professional service (such as GreenTRIP) to deliver tailored transportation marketing services.

Phasing:

- Tailored transportation programs would be implemented on an ongoing basis, interfacing with residents and employees both during move-in and onboarding, as well as during their tenure living or working on-site.

Siting:

- N/A

Target Audience:

- Employees (part-time and full-time) and residents.

3.4.15 On-Site Affordable Housing

Description:

- Affordable housing generates fewer peak hour vehicle trips and lower parking demand than market-rate housing units. Approximately 25 percent of the dwelling units on-site (394 units) are designated as affordable at an average AMI of less than 110%.

Phasing:

- On-site affordable housing will be phased in accordance with the project's Development Agreement, more specifically the Phasing Plan Exhibit.

Siting:

- The location of affordable dwelling units has not yet been determined.

Target Audience:

- Residents.

3.4.16 Unbundle Parking

Description:

- The cost of parking would be unbundled, or separate from the cost of rent, lease, or ownership of residential units and non-residential uses at the project. Complying with San Francisco Planning Code, residential parking would not be sold or rented with residential units in either for-sale or rental buildings. Residents or workers who wish to have a car onsite would have to pay separately for use of a parking space. Residential and non-residential parking spaces would be leased at market rate. Residential parking would be leased on a monthly basis. Non-residential parking rates shall maintain a rate or fee structure such that:
    - Base hourly and daily parking rates are established and offered.
    - Base daily rates shall not reflect a discount compared to base hourly parking rates; calculation of base daily rates shall assume a ten-hour day.
    - Weekly, monthly, or similar-time specific periods shall not reflect a discount compared to base daily parking rates, and rate shall assume a five-day week.
    - Daily or hourly rates may be raised above base rate level to address increased demand, for instance during special events.

Phasing:

- Unbundled parking policies would be implemented as residents and tenants purchase or lease property within the project.
- Prior to construction of later phases of the project, the project sponsor will review with the City the utilization of parking spaces from earlier phases using data collected as part of ongoing monitoring and reporting, to inform whether parking ratios for later phases could be lowered. Other information to factor into this decision would include available public transit options, performance of the TDM program, and other transportation innovation trends.

Siting:

- N/A

Target Audience:

- Residents and employees (part-time and full-time).

Chapter 4. Parking and Loading Plan

This chapter describes the supply, location, and purpose of on-street parking and loading spaces at India Basin. While the EIR project description and the Design Standards and Guidelines (DSG) document provide siting information for these spaces; this plan provides additional definition. Bicycle parking is also briefly discussed in Section 4.4 below.

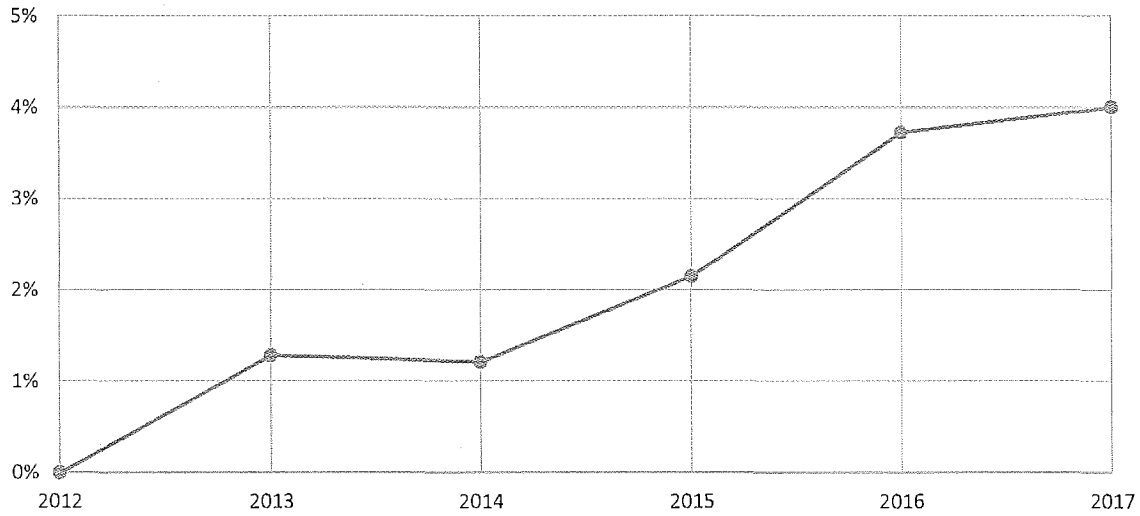
The discussions presented in this chapter are intended to supplement the loading discussions and improvement/mitigation measures included in the EIR, such as the Active Loading Management Plan (Improvement Measure I-TR-7). The relationships between supply and demand for loading and parking are discussed in TIS Sections 4.5 and 4.6, respectively, and are not further addressed here.

4.1 Relevant Trends

Three trends are particularly relevant to understanding loading needs for the India Basin project. First, ride hailing (also known as Transportation Network Companies) usage is rapidly increasing. Second, online shopping is capturing more of the shopping market, therefore, the amount of package delivery is expanding. Third, continued innovation in transportation-related technologies (such as smaller delivery vehicles, electric delivery bicycles, and vehicle automation) continues to streamline freight and package delivery activities.

San Francisco is the home of the TNC industry: both Uber and Lyft were founded and are headquartered in the city, and TNC ridership is high and appears to continue to be rising. As a travel mode, TNCs did not exist prior to 2009; nevertheless, by 2017 they represented a double-digit mode share at many travel survey sites throughout San Francisco. **Figure 7** shows the increase in TNC mode share over time, according to the SFMTA's Travel Decision Survey. As TNCs and other companies begin to deploy autonomous passenger vehicles, the possibility of driverless (and therefore inexpensive) taxi-like fleets becomes more realistic. This development could even further increase TNC ridership. Therefore, it is likely that passenger loading needs at India Basin and elsewhere will increase in future.

Figure 7: TNC Mode Share by Year

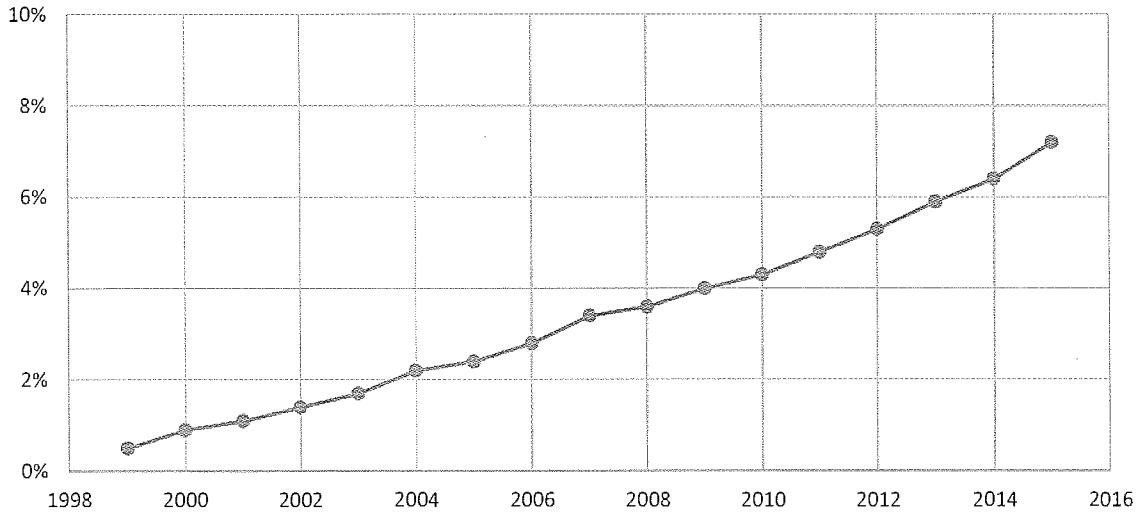


(Source: SFMTA Travel Decision Survey)

Package delivery is also on the rise. Notably, the United States Postal Service, which had been suffering as paper mail becomes less prevalent, has found new life acting as the last-mile deliverers of packages sent via FedEx and UPS. As shown in **Figure 8**, e-commerce represents a growing share of total retail trade, rising from 0.5 percent of retail sales in 1999 to 7.2 percent in 2015. Business Insider forecasts that national online retail sales will rise from approximately $385 billion in 2016 to $632 billion in 2020.[1] The continued growth in online retail has generated more delivery loading activity. Similar to TNC ridership, it is likely that e-commerce will continue to expand and therefore demand for package delivery loading space will increase in future.

[1] BI Intelligence (Business Insider), February 3, 2017. "Amazon accounts for 43% of US online retail sales." http://www.businessinsider.com/amazon-accounts-for-43-of-us-online-retail-sales-2017-2

Figure 8: E-commerce as a Percentage of Total Retail Trade



(Source: Census Bureau E-Stats)

At the same time, several approaches are emerging that promise to reduce freight loading space needs. First, retailers are experimenting with drone delivery, which could replace some package truck trips. However, it is not clear whether drone delivery can effectively scale to provide a significant alternative to truck delivery. Meanwhile, last-mile delivery by motorized or non-motorized bicycle could supplant some truck traffic and building features such as delivery-supportive amenities (as discussed in the TDM plan above) are becoming more common and have the potential to reduce dwell for package delivery vehicles.

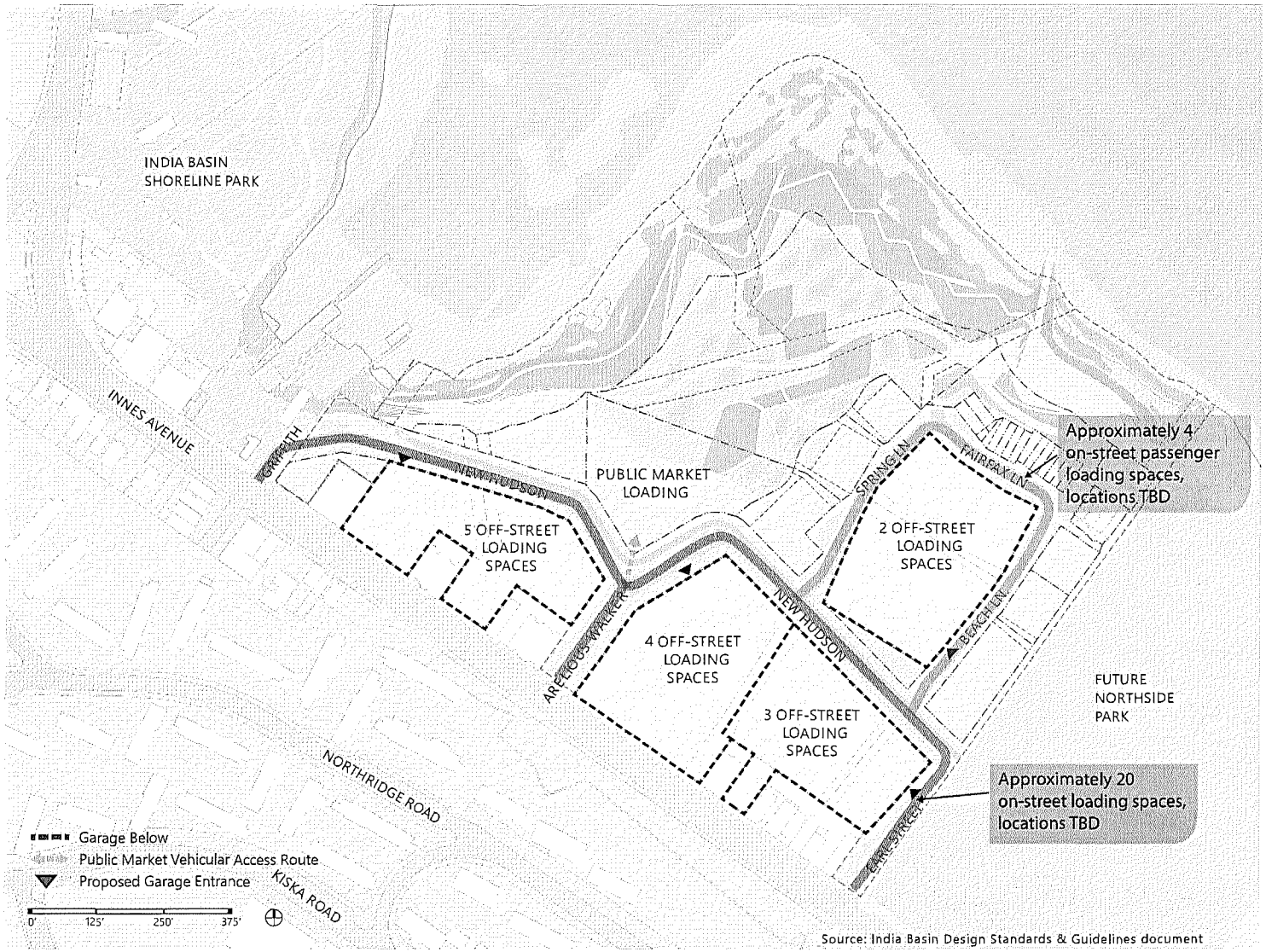
It is important to note that, in the face of these trends, cities are recognizing the value of a holistic approach to curb space management and many municipalities, including San Francisco, are developing or revising their loading guidelines accordingly. For example, the San Francisco Planning Department is currently revising its environmental analysis guidance for several transportation topics, including calculation of loading demand related to new development. While official guidance has not been finalized or released, initial analysis indicates that deliveries may require increased curb space, and that an approach by which passenger loading and limited freight/delivery loading could be accommodated in shared curb spaces may be particularly effective. In sum, these and other similar efforts could enable more delivery activity to take place within the same or a smaller amount of delivery loading space.

This plan accounts for changing forces by prioritizing on-street loading space within the project site and providing an amount of loading space that extends beyond what is typically provided. In the face of so

much change, the design of the project needs to accommodate flexibility so that it can adapt in response to the changing transportation landscape.

4.2 Overview of Parking and Loading Provision

In order to minimize street widths to encourage slow auto speeds and maximize the pedestrian realm, the project's parking plan minimizes on-street parking and instead focuses public parking within off-street garages. **Figure 9** shows proposed loading locations for the project, while **Figure 10** shows off-street parking facilities for the project.



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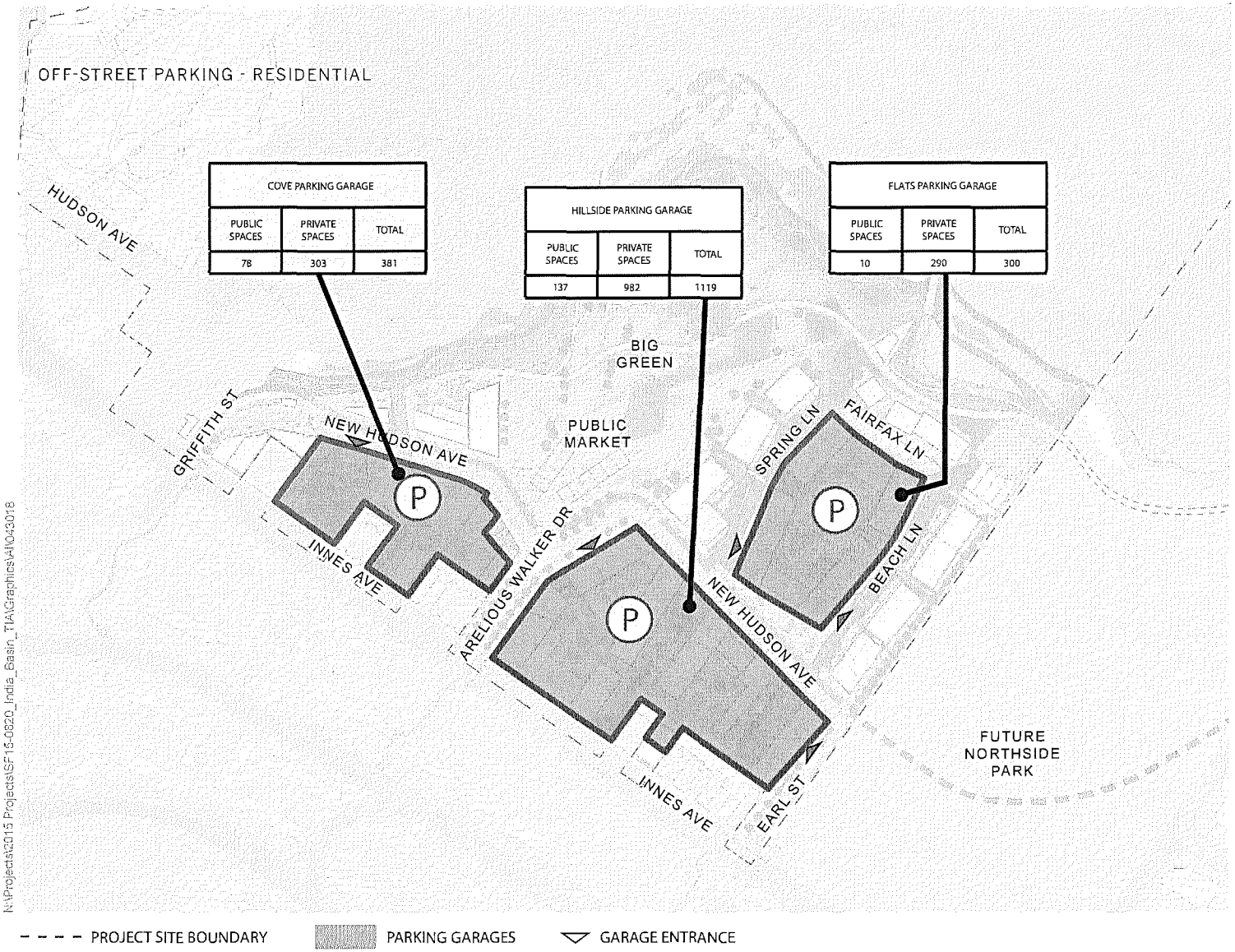
Note:
The numbers indicated refer to the total count of loading spaces in each area. Spaces will be located throughout the areas, not solely at the specific locations indicated by the arrows.

Figure 9
Loading Plan



Note:
The number of parking spaces noted here represents the maximum number of spaces that would be provided. The Project Sponsor may ultimately choose to provide fewer parking spaces than noted here.

Figure 10

Proposed Project (Build Property) Parking Plan - Off-street

On-Street Loading

Excluding the curb along Innes Avenue adjacent to the project site, the project would provide on-street loading zones to accommodate approximately 24 vehicles within the project site.[2] Of the on-street stalls not designated as accessible, the remainder will be designated as a mix of white and yellow zones, i.e. used for passenger pick-up and drop-off or temporary commercial loading (e.g., mail package delivery), and would be 20-30 feet in length. With ample off-street parking provided nearby, utilizing limited curb space for parking would be less efficient than utilizing it for loading, because parking would serve fewer people per hour and would result in unnecessary circling by drivers looking for convenient on-street parking.

As shown in Figure 9 above, for the project, approximately 24 on-street loading spaces would be provided along New Hudson Avenue, Arelious Walker Drive, and Earl Street. These loading spaces would generally be clustered into groups of two or three spaces per location. Loading zone size, design, and location would be further developed and reviewed by the SFMTA before being finalized but it is anticipated that these clusters of loading zones would be centered on New Hudson Avenue in order to be centrally situated in the project site. This number includes four passenger loading zones along the loop of Beach Lane, Fairfax Lane, and Spring Lane. These zones would be situated at midblock locations in order to ensure that fire engines would be able to complete turning maneuvers through this loop.

Off-Street Parking

The project would provide a total of 1,800 off-street parking spaces, which are intended to be shared across different land uses. The project is providing fewer parking spaces than would be required by Planning Code were the project not in a Special Use District. The project's parking will be phased in with the construction of each associated building, as presented in **Figure 2**. Parking supply and approximate parking ratios by land use are presented in **Table 4**. This table also shows the typical Planning Code minimum requirements that would apply were the project subject to typical land use controls.

[2] The DSG indicates six on-street parking/loading spaces on Arelious Walker Street and seven on-street parking/loading spaces on Earl Street; the project TIS indicates that 20 parking/loading spaces would be available across these two locations.

Table 4. Parking Ratios by Land Use

Land Use		Maximum Proposed Parking		General Planning Code Minimum Parking Requirements[1]	
Type	**Amount**	**Ratios (approx.)**	**Amount**	**Ratios**	**Amount**
Residential *(dwelling units)*	1,575	1 dwelling unit : 1 parking space	1,575	1 dwelling unit : 1 parking space	1,575
Retail *(sf)*	87,191	700 sf Retail : 1 parking space	125	1 for each 500 sf up to 20 ksf; plus 1 for every 250 sf when in excess of 20 ksf	309
Office *(sf)*	121,915	1,200 sf Office : 1 parking space	100	500 sf Office : 1 parking space	245
Open Space *(acres)*	24.5	n/a	0		0
Total	-	-	*1,800*	-	*2,128*

Notes:

1. *Requirements that would apply were the project not in a Special Use District.*

The project's 1,800 off-street parking spaces include 1,575 private parking spaces and 225 public parking spaces. These parking spaces would be located in garage structures built into the other land uses on both the ground level and up to two stories below ground. Wayfinding signage would clearly direct arriving vehicles toward the several garage entrances throughout the site.

The cost of parking will be unbundled, or separate from the cost of rent, lease, or ownership of any land use at the project. Section 3.4.16 describes how the project's unbundled parking policies would comply with San Francisco Planning Code.

The project and the City will meet and confer soon after the buildout of certain pre-agreed checkpoints of the project, as described in Section 3.1. These conversations will explore potential changes to subsequent phases that should consider: transit services in place and/or imminent; performance of project's TDM strategies, opportunities to enhance the TDM program; trends in driving/parking; and other relevant factors. In light of these, the project and City will pursue the potential to provide less parking than entitlements allow, to the extent feasible.

Off-Street Loading

Within the Build property, the project would include 14 off-street loading spaces distributed across the four proposed off-street parking garages, in addition to the 24 on-street loading spaces. Each off-street space would be at least 35 feet long and 12 feet wide to meet the dimension requirements contained within the Planning Code.

4.3 Locations of Specific Parking and Loading Activities

This section presents where the following types of parking and loading activity would be expected and encouraged to occur within the project site:

- Delivery truck loading
- Automobile parking
- Passenger loading
- Microtransit

Ordinarily, this section would include detailed recommendations regarding the location and quantity of curb space that should be allocated to each parking and loading type at each building on the site. However, because detailed information about building sizes and access points was not available as of this writing, it was not possible to make recommendations specific to the buildings at the project site. Therefore, this section describes on a holistic basis where the above parking and loading activities would take place, and designates on-street accessible parking/loading areas planned for the project site.

Delivery Truck Loading

Package delivery would take place at any of the on-street commercial loading zones. The package delivery vehicle (a light truck) would remain within the street loading zone and the delivery employee would use a cart or hand truck to deliver packages to individual buildings. The maximum permitted dwell time at these on-street loading zones would be established at 30 minutes, the standard yellow curb/freight loading duration limit. Deliveries that require longer than 30 minutes would be made at off-street delivery sites. While the precise locations of these on-street loading zones have yet to be finalized, the project sponsor would make efforts to locate the zones close to building entrances, in order to encourage delivery trucks to use the zones.

Large trucks (which can be between 40 and 60 feet in length) would be accommodated in the project's 14 off-street loading facilities which would each be at least 35 feet long and 12 feet wide (see Figure 9, prior). These trucks are too large to perform loading operations on the street. These larger trucks would be directed to off-street loading facilities by a combination of signage which may include a color scheme to be developed. Additionally, a delivery management coordinator would direct trucks to the appropriate facilities.

Automobile Parking

A portion of the on-street curbside parking/loading area would be reserved (as blue-curb zones) for use by persons with disabilities; at least one blue-curb zone would be provided at each curbside parking/loading area that is at least 80 feet in length. However, as noted above, no on-street parking would be provided internal to the project site. Residents and employees of the proposed project would learn to seek off-street parking; visitors arriving at the site by car would similarly be directed toward the several off-street parking garages.

Passenger Loading

According to the DSG, the street cross-sections within the project site generally involve narrow travel lanes (as low as 10 feet wide adjacent to planted buffer zones or 11.5 feet wide adjacent to sidewalks) and very few dedicated loading or parking spaces adjacent to the travel lanes.[3] In the case of freight and package delivery loading, commercial operators can be expected to seek out officially permitted loading zones. However, drivers performing passenger loading activities will likely attempt to get as close to the desired origin or destination as possible, irrespective of whether a permitted loading zone is present.

Passenger loading along Beach Lane, Spring Lane, and Fairfax Lane would take place within the "shared/drop-off" space that the DSG envisions for those streets. Passenger loading along Arelious Walker Drive and Earl Street would use the on-street "flex-space" loading spaces on the west sides of those streets.

Passenger loading instances along Innes Avenue would likely take place informally near the curb. It is important to note that the provision of groups of flex-space loading spaces spread across the project site's several block faces would help reduce passenger loading activity along Innes Avenue. Options to manage passenger loading demand along Innes Avenue are limited, because stakeholders in the vicinity of the project site would likely oppose converting the on-street parking on Innes Avenue into passenger loading zones. Additionally, the City Family's ability to regulate where TNCs can pick up and drop off (such as geofencing an area where pick up and drop off are prohibited) is limited and would only be as powerful as the enforcement effort supporting such regulations.

Microtransit

Microtransit refers to privately operated transit service that generally covers a more limited service area, during limited times of day, with smaller vehicles and more flexible operations than traditional public transit. While no microtransit services currently operate in the vicinity of the project site, they may be present in

[3] These cross-sections can be found in the DSG.

the future. Microtransit vehicles, such as the 14-seat vans operated by Chariot, are small enough to be able to navigate streets internal to the project site and perform passenger loading and unloading along the site's interior streets. Microtransit operators may wish to route their services adjacent to the project site along Innes Avenue, rather than through the project site, due to the greater linearity (and thus shorter runtime) of such a routing. If microtransit vehicles enter the project site, they would be permitted to conduct loading and unloading only within designated loading zones: the dwell associated with multiple passengers boarding and alighting would excessively inconvenience other vehicles if the microtransit vehicle were stopped in the travel lane. Any microtransit operations within or near the project site would need to comply with all applicable regulations.

4.4 Bicycle Parking

In addition to vehicle parking, the project would provide sufficient bicycle parking to meet San Francisco Planning Code, in any case a minimum of 1,575 bicycle parking spaces. Approximate bicycle parking ratios by land use, as outlined in Planning Code Section 155.2, are presented in **Table 5**. The majority of this bicycle parking would be Class I (suitable for long-term storage; generally in a secure/indoor location) and would be located within the various buildings in the Build property. The remaining bicycle parking, around 100 spaces, would be Class II (outdoor/general purpose/short-term storage) and would be located throughout the project site. An appropriate portion of both Class I and Class II bike parking facilities will be for larger bikes to ensure adequate parking for cargo and larger bikes.

Table 5. Code Required Bicycle Parking Ratios by Land Use

Land Use Type	Approximate Bicycle Parking Supply Ratios Required by Code	
	Class I	Class II
Residential	1 : 1 du[1]	1 : 20 du
Retail	1 : 7.5 ksf	10 plus 1 : each additional 10 ksf
Office	1 : 5 ksf	2 for initial 5 ksf, plus 1 : each additional 50 ksf
Open Space	n/a	n/a

Notes:

1. One Class 1 space for every Dwelling Unit. For buildings containing more than 100 Dwelling Units, 100 Class 1 spaces plus one Class 1 space for every four Dwelling Units over 100.

Source: San Francisco Planning Code Section 155.2.

Class II bicycle parking would be located commensurate with requirements for each building and any spaces associated with a particular building would be located within 150 feet of main building entrances. As outlined in the DSG, at least some of the Class II bicycle parking would be located within street furnishing

zones. Some of the Class II bicycle parking would be concentrated along New Hudson Avenue adjacent to the open space. In addition, on-street Class II bicycle parking would be installed along select locations on the north side of Innes Avenue where setbacks to the buildings would result in adequate space to accommodate the bicycle parking. Finally, Class II bicycle parking would be provided adjacent to the Bay Trail as it traverses the Big Green open space area; the precise locations of Class II bicycle parking adjacent to the Bay Trail are not yet known. All bicycle parking would comply with SFMTA Rack Placement Guidelines. **Figure 5** on page 16 above shows the proposed bicycle network and proposed bicycle parking locations.

Chapter 5. Shuttle Plan

5.1 Background

As prescribed in the EIR, the project would fund increases in the 44 O'Shaughnessy bus route, or if for any reason SFMTA determines that providing increased transit frequency is not feasible at the time its implementation would be required, the project would provide a dedicated shuttle to nearby regional transit facilities should the project be built out before the transit service improvements that are part of the Candlestick Point Hunters Point Shipyard (CPHPS) Transportation Plan are in operation.

If required, the shuttle mitigation measure would be implemented during the first third of the project, prior to when the significant capacity impact is expected to occur. This chapter provides detail on the operations of this potential shuttle service.

5.2 Transit Conditions

This section contains an overview of current and future transit conditions.

5.2.1 Current Transit Conditions

Muni currently serves the site with three routes (one directly and two a moderate walk away), but access to Downtown San Francisco and regional destinations is challenging using the current transit network and this paucity of service presents substantial challenges to developing a successful project. Glen Park station is the most accessible rail station, which in itself requires a bus trip of around 30 minutes to access. The nearest Caltrain stations (22nd Street and Bayshore) are even less accessible, requiring a bus-to-bus or bus-to-light rail transfer to access. Travel to/from Downtown San Francisco might best be undertaken by a bus-to-light rail transfer onto the T-Third, a one-way trip that typically takes at least 45 minutes. A detailed description of current transit accessibility is provided below.

Immediate public transit access to the project site is provided by Muni bus service. The 19-Polk, 44-O'Shaughnessy, and 54-Felton Muni bus routes operate near the project site, as shown on **Figure 11**. The 19-Polk stops at the project site at Innes Avenue/Hunters Point Boulevard, Innes Avenue/Griffith Street, Innes Avenue/Arelious Walker Street, and Innes Avenue/Earl Street, and operates at 15 minute headways during peak hours. The 44-O'Shaughnessy stops at Middle Point Road and Innes Avenue, 0.2 miles from the project site (8-13 minute walk), and operates at 8–12 minute headways during peak hours. The 54-Felton stops at Northridge

Road and Harbor Road, 0.2 miles from the project site (5-10 minute walk with an 80 foot grade change), and operates at 20 minute headways during peak hours.

The T-Third is the closest Muni light rail line to the project, which provides access to downtown San Francisco, the Central Waterfront, and Mission Bay neighborhoods. The nearest T-Third stop at 3rd Street and Evans Avenue is 1.1 miles from the project site (20-30 minute walk), and operates at approximately 10 minute headways during peak hours.

The North Bay, East Bay, Peninsula and South Bay are accessible via connections from Muni to Golden Gate Transit (North Bay), AC Transit (East Bay), Bay Area Rapid Transit (BART), Caltrain (Peninsula and South Bay), and SamTrans (San Mateo County). The nearest regional transit stations, operated by BART and Caltrain, are located between 2.5 and 4 miles away from the project site, and are therefore not within walking distance.

The BART stations most easily accessible to the project site are the Glen Park Station (approximately 4 miles west of the project site) and the 24th Street Mission Station (approximately 3.5 miles northwest from the project site). The Glen Park Station can be accessed directly by a single Muni route, the 44 O'Shaughnessy. Access to the 24th Street Mission Station is onerous and in itself requires a transfer. It can be accessed by taking the 19 Polk Muni route and transferring at 25th Street and Connecticut Street to outbound Muni route 48 Quintara. Each station is served by around 32 trains per hour (total for both directions) in the peak periods.

The project site is roughly equidistant between the 22nd Street Caltrain station to the north and the Bayshore Station to the south; each are about 2.5 miles away. Access to each station is onerous and in itself requires a transfer. The 22nd Street Station can be accessed by taking the 19 Polk Muni route and transferring at 25th Street and Connecticut Street to inbound Muni route 48 Quintara. The 22nd Street Station is served by local, limited-stop, and "Baby Bullet" trains. In the weekday AM and PM peak periods, the station is served by around five trains per hour (total for both directions) by a mix of limited-stop trains and "Baby Bullet" trains. The Bayshore Station can be accessed by taking the 19 Polk Muni route and transferring at Third Street/Evans Avenue to the T-Third light rail line, which terminates a short walk from the Bayshore Station. The Bayshore Station is served by local and limited trains, but is not served by express "Baby Bullet" trains. Trains serve the Bayshore Station approximately twice per hour (total for both directions) during peak periods, and peak period trains are typically limited-stop trains. Therefore, the 22nd Street Station is likely a more desirable point of connection to Caltrain from the project site.

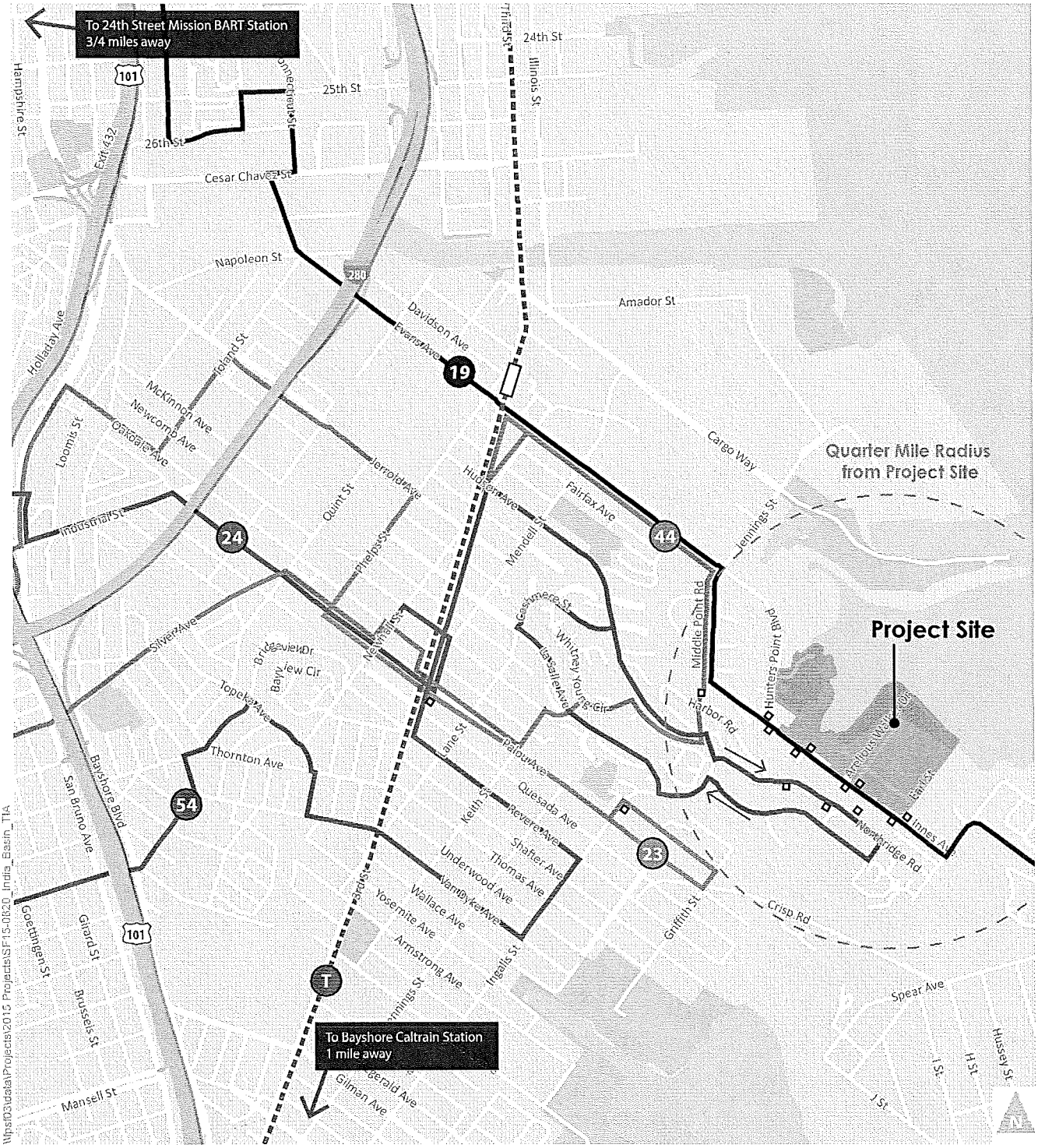


Figure 11

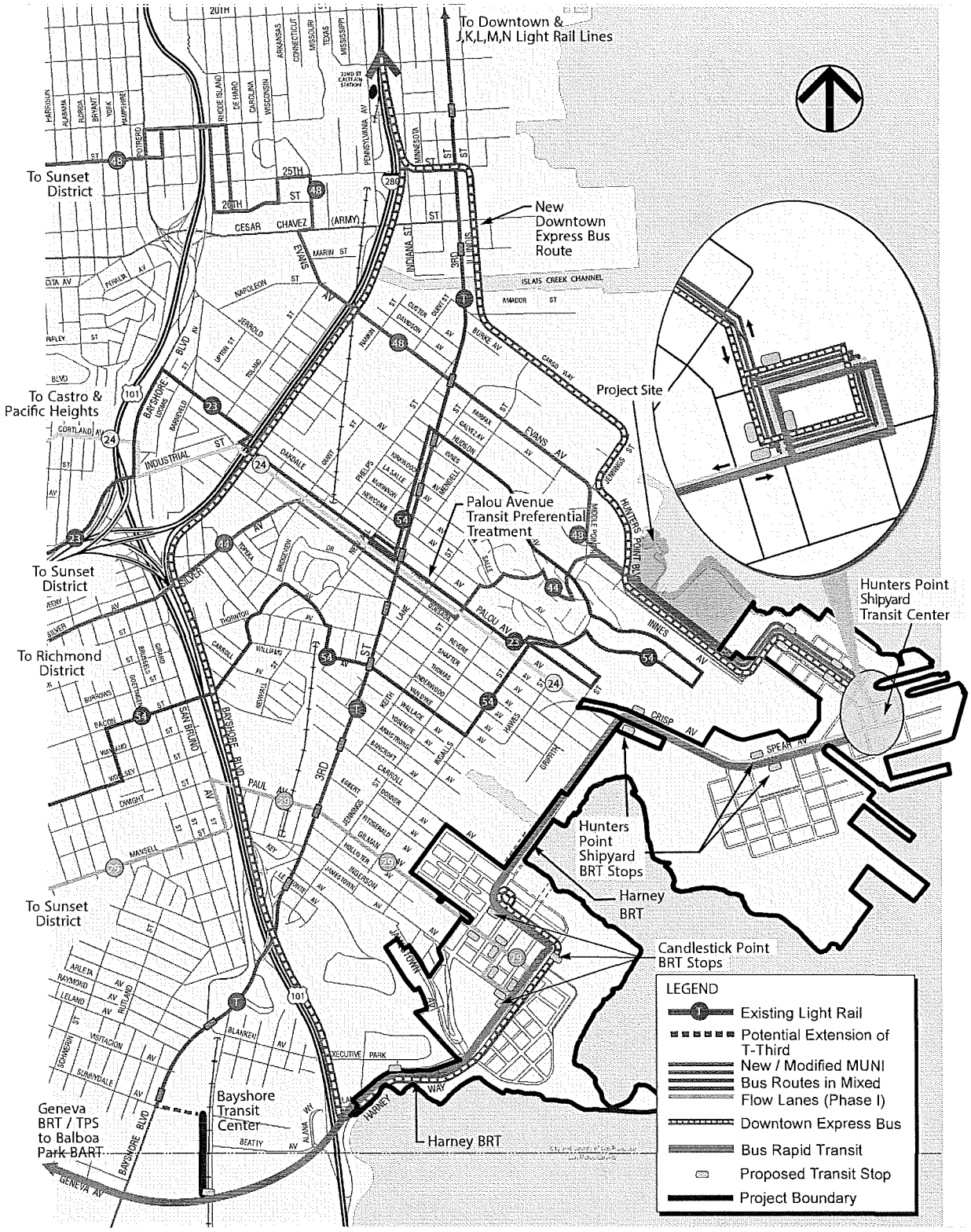
Existing Transit Network

5.2.2 Future Transit Conditions

The CPHPS Transportation Plan's expansive transit service programming will help the City achieve its long-term vision of connecting the new 21st Century neighborhood that contains CPHPS and India Basin, with the existing urban fabric of the adjacent Bayview neighborhood and the remainder of the City. The CPHPS Transportation Plan targets a near doubling of the current mode share of transit in the vicinity of Candlestick Point and Hunters Point Shipyard, where India Basin is located. To achieve this, the CPHPS Transportation Plan has identified, in partnership with SFMTA, new and improved transit services in this area. The following transit strategies are included in the CPHPS Transportation Plan (also shown in **Figure 12**):

- New direct one-seat transit service is proposed to serve the high employment concentration of Downtown San Francisco through the Hunters Point Express (HPX), which will stop at Innes Avenue/Arelious Walker Street and ultimately have 6 minute frequency. This route will express between the project site and Downtown San Francisco and therefore provide a rapid connection for passengers.
- Existing Muni lines 44 O'Shaughnessy and 48 Quintara would be extended along Innes Avenue to Hunters Point Shipyard via India Basin to replace the 19 Polk which would be rerouted away from the project site. Service frequencies on these lines would be increased throughout the day, evening, and weekends to accommodate greater demand, with route 44 frequency ultimately increasing to 6.5 minutes at peak (currently 10 minutes), and route 48 frequency ultimately increasing to 10 minutes at peak (currently 10 minutes in the AM and 14 in the PM).

These proposals would result in a dramatic improvement of transit service along Innes Avenue from the current four buses per hour per direction (the existing frequency of route 19) to 25 buses per hour per direction (the combined proposed frequency of HPX, 44, and 48), and would greatly expand the areas of the City accessible with a one-seat bus ride.



Note: this is subject to change

Figure 12

Proposed Future Transit Network

SF15-0820_Fig10_Future Transit Network

5.3 Proposed Shuttle Route

As described in the Background section, the project would need to provide shuttle service on an interim basis to bridge gaps in transit capacity in the event that: (1) project buildout occurs prior to the implementation of the appropriate suite of transit improvements contained within the Candlestick Point Hunters Point Shipyard Transportation Plan (CPHPS TP); and (2) the SFMTA decides not to otherwise increase transit frequency on the 44 O'Shaughnessy. The proposed interim shuttle route would supplement existing, nearby transit service by providing direct connections to local and regional rail service, such as the T-Third Muni Light Rail, BART, and Caltrain. The proposed service would be free to users and open to the public.

Recognizing the project will be constructed in phases with gradually increasing occupancy, the shuttle route is proposed to be rolled out in two phases. Phase 1 is the initial route, which would connect the project site with T-Third, Caltrain, and BART. All pick-ups are served by this single route to ensure the highest possible service frequency for a given expenditure, and therefore lower average wait times. Breaking the route into two (one for Caltrain and one for BART) would require roughly twice as many vehicles to meet the same headways, decreasing the cost-effectiveness of the route. As designed, the stop for the T-Third is on the quickest route for Caltrain and BART riders, presenting zero deviation. The quickest route between the India Basin project and the Glen Park BART station (whose selection is explained in more detail below in Section 5.3.1) is via the I-280 ramps at Cesar Chavez Street; therefore the stop at the 22nd Street Caltrain station presents only a minor deviation for BART riders of around five minutes, not large enough to outweigh the increased wait time that would result if the route were broken into two (to serve Caltrain and BART separately). **Figure 13** presents the Phase 1 proposed shuttle route. Should shuttle occupancy reach a point where capacity is exceeded, which is expected during the second half of project buildout, the route would be broken into two separate Phase 2 routes: one to serve Caltrain directly and the other to serve BART directly. Both Phase 2 routes would also stop at T-Third. **Figure 14** presents the Phase 2 shuttle routes.

Alternatively, microtransit providers could contract to operate the service and be better-placed to adapt vehicle size and routing to fit demand, if desired. In this case, the project may be willing to partially subsidize microtransit service, such as that provided by Chariot, in lieu of providing a shuttle.

5.3.1 Route Selection

The routes were designed to serve the 22nd Street Caltrain station and the Glen Park BART station. 22nd Street Station is selected because it provides the highest level of service of the nearby Caltrain stations and Glen Park station is selected because it is the quickest BART station to reach from the project site. The lower travel time and travel time variability of Glen Park station compared with other BART stations was calculated

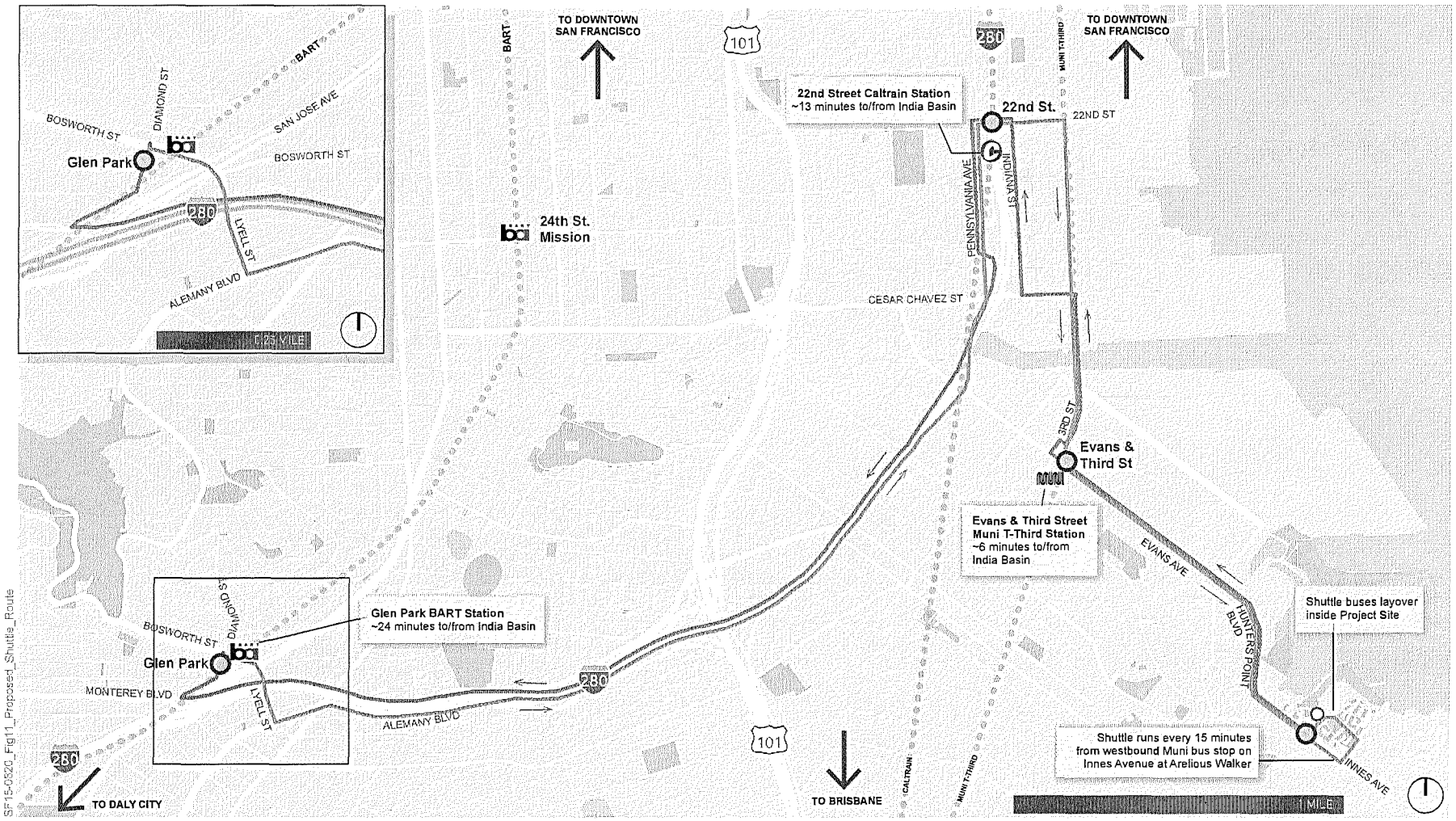
using an analysis of Google Maps traffic data metrics, as presented in **Appendix A**. The presence of existing passenger loading "white zones" adjacent to Glen Park BART station would also be favorable to SFMTA.

The proposed Phase 1 shuttle route would connect India Basin to Glen Park BART station in a similar fashion to the 44-O'Shaughnessy. Although the 44-O'Shaughnessy runs slightly more frequently (8-12 minute headway during peak hours) compared to the proposed shuttle (15 minute headway during peak hours), total travel time to/from Glen Park BART station would be less using the proposed shuttle route as it would perform fewer stops and be able to express along the freeway for part of the route. The Phase 1 proposed shuttle route would take approximately 25-30 minutes to get to/from Glen Park BART station, whereas the 44-O'Shaughnessy would take approximately 30-35 minutes, including additional walking time as the nearest stop is a quarter-mile walk from the project site.

Final routes and stops for the proposed interim shuttle will be reviewed and approved by the SFMTA prior to implementation.

5.3.2 Monitoring

The proposed shuttle routes are flexible and could be adapted to better serve future residents and employees of India Basin. The shuttle routes would be monitored for effectiveness by the TDM coordinator and/or Transportation Management Association (TMA), to ensure that the needs of shuttle users are being met. SFMTA would be responsible for monitoring crowding on the 44 O'Shaughnessy and determining whether the project results in crowding along that route. Monitoring practices could include analyzing ridership trends, shuttle frequency, travel time, travel time variability, and the results of passenger surveys.



SF15-0520_Fig11_Proposed_Shuttle_Route

Shuttle Stop
Layover Location
Shuttle Route (Outbound)
Shuttle Route (Inbound)
BART Service Route and Station
Caltrain Line and Station
Muni T-Third and Stop

Figure 13

Phase 1 Proposed India Basin Shuttle Route

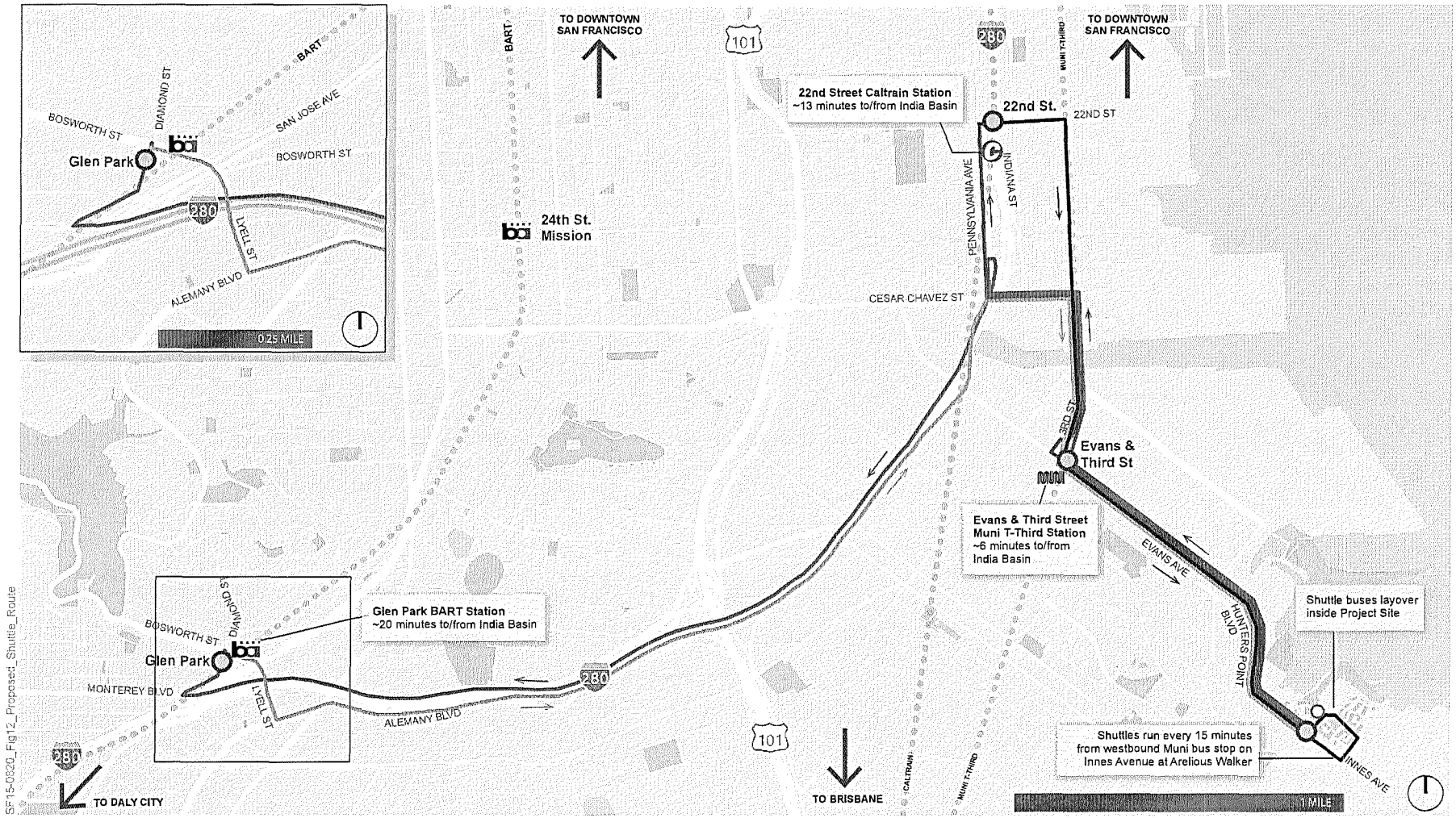


Figure 14

Phase 2 Proposed India Basin Shuttle Routes

5.3.3 Phase 1 Route and Stops

The Phase 1 route would begin at a stop at the intersection of Innes Avenue and Arelious Walker Drive. After continuing westbound on Innes Avenue, the shuttle would next stop adjacent to the T-Third Muni Light Rail stop at 3rd Street and Evans Avenue. The route would continue to the 22nd Street Caltrain station, and finally connect to Glen Park BART station, using southbound I-280. The shuttle would return by traveling to the 22nd Street Caltrain station using northbound I-280, followed by a stop at the T-Third 3rd & Evans Station, and finally returning to India Basin along Innes Avenue. The shuttle buses would dwell and wait for the next run either at the first stop location along the route or at an on-street parking or loading space within the India Basin development.

Due to the continually evolving curbside uses in the vicinity of the proposed stop locations, it is premature to identify specific shuttle stop locations. In the event that the project operates this interim shuttle service, the project sponsor will work with the SFMTA to identify and legislate safe zones for loading/unloading for each of the proposed shuttle stops, and/or comply with the SFMTA's Commuter Shuttle Program or any other applicable regulatory program.

5.3.4 Phase 2 Routes and Stops

The Phase 2 shuttle routes would serve the same stop locations as the Phase 1 shuttle route. The primary benefit of the Phase 2 shuttle would be to provide a more direct connection to Glen Park BART station compared to the Phase 1 route. The Phase 2 Caltrain route would also provide better bi-directional coordination with the train schedule as the shuttle can dwell at the station and wait for specific train arrivals. Both the 22nd Street Caltrain route and the Glen Park BART route would also serve the T-Third 3rd & Evans Station. The route alignments have been selected as those with the lowest combination of travel time and travel time variability. The project sponsor will work with the SFMTA to identify to identify compatible stop locations, if they are required to operate an interim shuttle service.

5.3.5 Operating Plan

This section presents the operating plan for the Phase 1 and Phase 2 routes, which includes a discussion of hours of operations and frequency; concept travel time and fleet size; and relevant San Francisco shuttle regulations. Additional information regarding assumptions and calculations made to determine the operating plan are included in **Appendix A**.

Operating Hours

The shuttle would operate during the morning between 6:00 AM and 10:00 AM, and the evening between 3:00 PM and 7:00 PM. The shuttle would operate at 15-minute headways to provide an adequate level of

service to urban commuters. A shuttle service operating at 20-minute headways could accommodate the estimated demand, but a 15-minute headway is the minimum reasonable frequency to serve urban commuters. Regional transit service at Glen Park BART station is frequent enough that transfer waiting time would generally be short and coordination for individual trains would not be effective. However, service at Caltrain service is more infrequent and therefore to avoid overly large wait times, the service should be scheduled to coordinate with the Caltrain schedule to the extent possible.

Service Frequency and Fleet Size

Concept travel times for the Phase 1 shuttle route were developed from the following additive components: Google Maps travel time ranges for driving during the peak AM and PM periods, dwell time at shuttle stops, delay from proposed signals along Innes Avenue, and layover time. We estimate that the typical round-trip run time during peak periods (including layover) would be approximately 60 minutes. A fleet size of four shuttle vehicles would therefore be required in order to provide 15-minute headways. Each route within Phase 2 service would have at least a 15 minute frequency, with frequencies calibrated to optimally serve the demand for each service. A fleet size of around six vehicles would be required for Phase 2. The fleet should also include an additional spare vehicle in case of breakdown. A typical 30-foot cutaway shuttle bus with capacity of around 20-30 seats would be appropriate for this service and would accommodate demand.

SFMTA will undertake routine monitoring of crowding levels on nearby routes on an ongoing basis. If ridership on overcrowded Muni routes is found to be above 85 percent of overall service capacity, due to the addition of project transit trips, the property manager would provide additional shuttle frequency to reduce occupancy to below 85 percent utilization, or to below the extent caused by the project, whichever is higher.

Commuter Shuttle Program Participation

The proposed shuttle route could participate in the SFMTA Commuter Shuttle Program, which regulates employer-provided shuttles in San Francisco.[4] Since the proposed shuttle is free to users and open to the public, there would be no fee to use the Commuter Shuttle Program's network of shuttle stops. However, at this time, the program network does not include dedicated stops along the proposed shuttle route.

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[4] SFMTA (2017). "Commuter Shuttle Program." Accessed at https://www.sfmta.com/projects/commuter-shuttle-program

In the case that stops along the proposed shuttle route are not approved for inclusion in the Commuter Shuttle Program by the SFMTA, the project sponsor would need to work with SFMTA to find compatible stop locations. For example, the project sponsor could apply to install new passenger loading zones (a.k.a. "white zones") through the SFMTA's Color Curb program.[5] The project would be responsible for any application and installation/renewal fees for a white zone.

The proposed shuttle would be required to operate within all applicable SFMTA and City of San Francisco regulations and programs. The project sponsors would monitor ridership on the shuttle annually and produce a report to the SFMTA describing the level of service provided and associated ridership.

[5] SFMTA (2017). "New Color Curb." Accessed at https://www.sfmta.com/services/new-color-curb

Appendix A. Shuttle Plan Calculations

Route Selection Travel Time Comparison

AM Peak Period

Route Option	Leg	Travel Time (minutes) Minimum	Maximum	Variability	Average
22nd St. Caltrain & 24th St. BART	Project Site to 22nd St. Caltrain	7	14	7	10.5
	22nd St. Caltrain to 24th St. BART	7	18	11	12.5
	Both legs	*14*	*32*	***18***	***23***
22nd St. Caltrain & 16th St. BART	Project Site to 22nd St. Caltrain	7	14	7	10.5
	22nd St. Caltrain to 16th St. BART	8	16	8	12
	Both legs	*15*	*30*	***15***	***22.5***
22nd St. Caltrain & Glen Park BART	Project Site to 22nd St. Caltrain	7	14	7	10.5
	22nd St. Caltrain to Glen Park BART	7	12	5	9.5
	Both legs	*14*	*26*	***12***	***20***

Source: Google Maps drive times for Tuesday 8 AM

PM Peak Period

Route Option	Leg	Travel Time (minutes) Minimum	Maximum	Variability	Average
22nd St. Caltrain & 24th St. BART	Project Site to 22nd St. Caltrain	7	12	5	9.5
	22nd St. Caltrain to 24th St. BART	8	18	10	13
	Both legs	*15*	*30*	***15***	***22.5***
22nd St. Caltrain & 16th St. BART	Project Site to 22nd St. Caltrain	7	12	5	9.5
	22nd St. Caltrain to 16th St. BART	9	18	9	13.5
	Both legs	*16*	*30*	***14***	***23***
22nd St. Caltrain & Glen Park BART	Project Site to 22nd St. Caltrain	7	12	5	9.5
	22nd St. Caltrain to Glen Park BART	7	14	7	10.5
	Both legs	*14*	*26*	***12***	***20***

Source: Google Maps drive times for Tuesday 5 PM

Round-Trip Travel Time Estimate

Phase 1 Route

Assumptions

Dwell Time per stop: 0.5 minute

Delay per new signal[6]: 0.5 minute

Period	Average Travel Time Estimate (minutes)				
		Adjustments			
	Google Estimate[7]	Dwell Time	New Signals	Layover Factor[8]	Adjusted Travel Time
AM	47	3.5	4.5	1.1	60.5
PM	45	3.5	4.5	1.1	58.3

Phase 2 Route

Assumptions

Dwell Time per Stop: 0.5 minute

Delay per new signal: 0.5 minute

Route	Period	Average Travel Time Estimate (minutes)				
			Adjustments			
		Google Estimate	Dwell Time	New Signals	Layover Factor	Adjusted Travel Time
22nd Street	AM	22.5	3	4.5	1.1	33.0
	PM	21.5	3	4.5	1.1	31.9
Glen Park	AM	33	3	4.5	1.1	44.6
	PM	31	3	4.5	1.1	42.4

[6] Project signals to be installed at Hunters Point Boulevard/Hawes Street/Hudson Avenue, Innes Avenue/Hunters Point Boulevard, Innes Avenue/Griffith Street, Innes Avenue/Arelious Walker Street, and Innes Avenue/Earl Street. Shuttle would experience 9 new project signals on a round-trip loop, not accounted for in Google travel time estimates.

[7] Estimate from Google Maps of in-motion travel time.

[8] Layover assumed to be 10 percent of running time.

Fleet Size

Phase 1 Route

Assumptions

Headway: 15.0

Period	Fleet Size
AM	4.0
PM	3.9

Phase 2 Route

Assumptions

Headway: 15.0 minutes

Route	Period	Fleet Size
22nd Street	AM	2.2
	PM	2.1
Glen Park	AM	3.0
	PM	2.8
Total	AM	5.2
	PM	5.0

Ridership Estimate

Transit Person Trip Demand
(Source: India Basin TIS)

Transit Line	AM In	AM Out	PM In	PM Out	Shuttle Demand
19-Polk (LMLP[9])	63	67	106	57	50%
44-O'Shaughnessey (GMLP[10])	52	49	88	42	80%
Caltrain (Regional Screenline)	23	23	21	21	100%
BART (Regional Screenline)	20	20	18	18	100%

Hourly Shuttle Demand by Stop

Station	AM In	AM Out	PM In	PM Out
T-Third	31	33	53	29
Caltrain	23	23	21	21
BART	62	59	88	51
Total	116	115	162	101

Shuttle Demand by Shuttle Vehicle

Assumptions:

Shuttle Headway	15	minutes
Shuttle Frequency	4	shuttles/hour

Route	AM In	AM Out	PM In	PM Out
Phase 1: T-Third -> Caltrain -> BART	29	29	41	25
Phase 2: T-Third -> Caltrain	10	10	12	9
Phase 2: T-Third -> BART	19	19	29	16

Typically shuttle capacity is ~25 seated persons per vehicle. Shuttle may experience standing-room only levels of demand where demand per vehicle is shown to be >25.

[9] LMLP = local maximum load point between the project site and Third Street.
[10] GMLP = global maximum load point along entire route.

EXHIBIT __

Development Phase Applications Review Procedures

1. General. The Project shall be built in Development Phases as generally described in the Phasing Plan, subject to any changes to the Phasing Plan approved in accordance with Sections 3.2.5 and 3.2.6 of this Agreement. The Phasing Plan reflects the Parties' mutual acknowledgement that certain controls shall guide the development of the Project and the phased provision of Public Improvements and Privately-Owned Community Improvements. The Parties acknowledge and agree that the City cannot disproportionately burden a Development Phase in violation of the Phasing Plan, Proportionality Requirement and the Phasing Goals. The Parties further acknowledge that certain Infrastructure or Public Improvements may be required at an early stage of development in accordance with operational or system needs. The Parties shall cooperate in good faith to amend a Development Phase Approval (as set forth in paragraph 6 below) if needed to advance such improvements and to delay other improvements while maintaining the Proportionality Requirement and the Phasing Goals. Nothing in the Phasing Plan or this Exhibit __ is intended to conflict or override the specific requirements of any Plan Document, including the Affordable Housing Plan, the Infrastructure Plan, and the Transportation Plan.

2. Development Phase Application Review and Approval. At any time before submitting a Development Phase Application to the Planning Department for review, Developer may request a pre-application meeting to review the proposed Development Phase. Before each Development Phase, Developer shall submit to the Planning Department an application (a "**Development Phase Application**") in substantial conformance with the attached checklist. Upon receipt, the Planning Director shall have the right to request additional information from Developer as may be needed to understand the proposed Development Phase Application and to ensure compliance with this Agreement, including the Phasing Plan; provided, however, that within 30 days following receipt of a Development Phase Application, the Planning Director will notify Developer of any deficiencies and make any requests for additional information or materials that are reasonably necessary in order to process the Development Phase Application. The Planning Department will review the proposed improvements against the requirements of this Agreement. If the Planning Director objects to the proposed Development Phase Application, he or she shall do so in writing, stating with specificity the reasons for the objection and any items that should be included or changed to bring the Development Phase Application into compliance with this Agreement, including the Phasing Plan. The Planning Director agrees to act reasonably in making determinations with respect to each Development Phase Application, including the determination as to whether the Development Phase Application meets the requirements of the Phasing Plan. The Parties agree to meet and confer in good faith to discuss and resolve any differences in the scope or requirements of a Development Phase Application. Planning shall review Development Phase Applications within (30) thirty days of receipt in order to determine completeness. If the Planning Director fails to respond within such 30 day period, the Development Phase Application will be deemed Complete. The Planning Director shall act on a Development Phase Application within sixty (60) thirty days after receipt of a complete Development Phase Application. Changes proposed by Planning staff will be reasonably

considered by Developer, and changes proposed by Developer will be reasonably considered by Planning staff. If there are no objections, or upon resolution of any differences, the Planning Director shall approve the Development Phase Application with such revisions, conditions, comments, or requirements as may be permitted in accordance with the terms of this Agreement (each a "**Development Phase Approval**").

3. Standard of Approval. Approval of the Development Phase Application will be ministerial in nature based on the Application's completeness and its conformance with the Approvals. Discretion in approving a Development Phase Applications will be limited to those matters where the proposed Development Plan deviates from the Approvals. As such, the Planning Director will not disapprove any Development Phase Application on the basis of any element that conforms to and is consistent with this Agreement, including the applicable Plan Documents and Approvals.

4. Concurrent Review. Developer must obtain a Development Phase Approval before the City can grant approval of a tentative subdivision map for development; provided, however, that approval of a Development Phase Application will not be required for the issuance of Construction Permits for grading and site preparation in any Phase. Subject to the foregoing, at any time before or after submittal of a Development Phase Application, Developer may submit a Subdivision Map and Design Review Applications covering all of the real property within the Development Phase for the City's review and approval in accordance with the procedures hereunder and under the SUD, but the time period for City approvals shall not begin until Planning issues a Development Phase Approval.

5. Start of Development Phase. Upon receipt of a Development Phase Approval, Developer shall submit a tentative subdivision map application (if not already submitted) covering the real property within the Development Phase. Developer also has the option to submit a tentative subdivision map application for the entire Project Site and seek approval of phased final maps for each Development Phase. Following submittal of the tentative subdivision map application, Developer shall have the right to submit any Later Approvals, such as street improvement permits and building permits, required to start construction. Each Development Phase shall be deemed to have commenced if (i) site or building permits have been issued by the City for all or a portion of the Buildings located in that Development Phase and (ii) some identifiable construction, such as grading, of all or a portion of that Development Phase has been initiated.

6. Amendment of a Development Phase Approval. At any time after receipt of a Development Phase Approval, Developer may request an amendment to the Development Phase Approval. Any such requested amendment shall be made to the Planning Director, and shall be subject to the same review and approval standards as set forth in this Agreement for the original approval. Amendments to a Development Phase Approval which include changes to the Phasing Plan shall be subject to the requirements of Section 3.2.5 and 3.2.6 of this Agreement. Changes in the type, density or intensity of vertical development (residential or commercial) that is identified in a Development Phase Application as 'anticipated' or 'proposed' will not require an amendment to a Development Phase Approval, so long as the Development Phase remains in compliance with this Agreement, including the applicable Plan Documents and Approvals.

7. Concurrent Development. Each Development Phase shall remain independent, in accordance with this Agreement, so long as the functional and operational requirements of that Development Phase can be met with the completion of any necessary Infrastructure. Developer may begin construction of a Development Phase simultaneously with another Development Phase or may begin construction of a subsequent Development Phase while components of a prior Development Phase are still in progress. Notwithstanding the above, Developer may propose interim or temporary Infrastructure improvements, and DPW, with the consent of any affected City Agency in their respective sole discretion, may allow such interim or temporary Infrastructure improvements and defer completion of required Public Improvements subject to terms and conditions that the City deems appropriate. The applicable Public Improvement Agreement will address the interim or temporary Infrastructure improvements along with sufficient security to guarantee the completion and removal of such improvements and security for the permanent Public Infrastructure Improvements. The City will not accept any interim or temporary improvements for maintenance and liability purposes. Notwithstanding Administrative Code Chapter 23, the Director of Real Estate is authorized to accept on behalf of the City temporary public easements related to the construction, completion, and use of Public Infrastructure Improvements, including temporary or interim improvements, for a period not to exceed five (5) years. Nothing in this paragraph shall be construed as a limitation on the discretion retained by any City Agency as set forth in this Agreement.

8. Development Phase Application: Purpose and Approval Authority

- Purpose: to provide a broad overview of the scope of each Development Phase, including the number and type of each element (vertical and horizontal). To ensure that Associated Community Benefits and Phasing Plan requirements are satisfied.
- City Department responsible for review: PLANNING
- City Department responsible for approval: PLANNING
    - Planning shall review Phase Applications within (30) thirty days to determine completeness. Once a complete Phase Application is submitted, Planning has sixty (60) days to review and take action on the Phase Application. Planning may request additional information, and may request revisions if the content of the Application does not meet the requirements of these Development Phase Application Review Procedures.
    - Upon approval, Planning will issue a Development Phase Approval, with an attachment containing comments received from other City Agencies.
    - Planning will issue a copy of the Development Phase Approval to City Agencies.
    - Planning may attach or include conditions to a Development Phase Approval to the extent such conditions are required to make the applicable Development Phase conform to the applicable Plan Documents and Approvals, including the Phasing Plan.
- Role of other City Departments: Development Phase Applications will be distributed to the implementing City Agencies for their information. Relevant City Agencies include: DPW, SFPUC, MTA, Port, SFFD, RPD, OEWD. No action is required by these City Agencies. City Agencies may provide informational comments on the content of the

Development Phase Application to Planning within Planning's sixty (60) day review timeline.

- Relationship to Infrastructure Review by Other City Departments. A Development Phase Application must show how the proposed scope and content of Infrastructure within the Development Phase will comply with the Plan Documents and Approvals, including the Phasing Plan. The approved Development Phase Application will not limit the scope or content of related Infrastructure that Developer includes in improvement plans submitted to DPW and other relevant City Agencies for approval, but the proposed scope and content of Infrastructure in such improvement plans shall *at least* serve the scope outlined in the Phase Application. The exact details of required Infrastructure in each Development Phase may vary from the approved Development Phase Approval in order to achieve appropriate roadway access, functional utility systems and connections, and to maintain service to existing residents, but shall still be governed by the Infrastructure Plan and Phasing Plan. Notwithstanding the foregoing, any removal of street sections from a Development Phase after its inclusion in a Development Phase Approval will be subject to Planning Department review and approval.

9. Contents of Development Phase Applications. Each Development Phase Application must include, at a minimum, the materials set forth in the Development Phase Application Checklist attached hereto as Schedule 1.

Schedule 1: Application Checklist

This checklist itemizes the required components of each Development Phase Application.

1. Site plan and other graphics, including existing or proposed blocks, lots, streets and area, showing the area covered by the applicable Development Phase Application.

2. A narrative description of the proposed scope of development within the Development Phase, including estimated square feet of each land use category and total parking.

3. Materials sufficient to describe the Infrastructure, Privately-Owned Community Improvements and Parks and Open Space that will be provided for the Development Phase, and a description of how the Development Phase will comply with the requirements of the Phasing Plan to provide these Associated Community Benefits consistent with the Phasing Plan. The level of detail will be commensurate with the detail set forth in the Infrastructure Plan and Planning Department standards for condition use applications.

4. If the Development Phase will include residential use, the Development Phase Application will also include:

   4.1. Developer's estimate of the total number of Residential Units, the number and location of affordable housing units and AMI levels, and affordable housing credits to be provided in the Development Phase through in-lieu fees or land dedications, as set forth in the Housing Plan. Developer shall include the Housing Data Table and map to cover this information.

   4.2. The anticipated number and location of market rate parcel pads to be prepared, with the estimated number of Residential Units on each.

   4.3. A status of improvements in prior Development Phase Approvals.

5. A table or matrix showing applicable Mitigation Measures associated with the applicable Development Phase.

6. The following Infrastructure improvement details:

   6.1. Plans showing the streets, transportation and utility Infrastructure to be provided for the Development Phase at a level of detail sufficient to determine consistency of the Development Phase with the Phasing Plan.

   6.2. Plans showing existing streets to be vacated and new streets to be dedicated

6.3. Plan showing location of the Development Phase in relation to the rest of the Project Site, with street access and circulation for existing residents.

7. Narrative or schedule of anticipated order of horizontal construction within the Development Phase, by element (i.e., Infrastructure, Privately-Owned Community Improvements and Parks and Open Spaces)

8. List of any requested modifications from this Agreement, including the Phasing Plan, the Design Guidelines or other Plan Documents

9. Certification and accuracy from authorized representative.

10. For illustrative purposes only, a summary table materially in the form shown below, listing the permitted and anticipated, if known, type, density and intensity of vertical development by parcel within the Development Phase.

Sample Summary Table

Blocks in the Design Guide-liens	**Height/Bulk District**	**Maximum Permitted Heights**	**Allowable Use under the SUD, and Anticipated Use if known**	**Anticipated Amount of Development**	**Type of Affordable Housing Anticipated**	**Proposed Parking & Parking Ratio, if known**
(1, 2, 3, etc.)			*(Affordable Housing, Market Rate Parcel, Commercial, Retail, Community, Other)*	*(Total # Housing Units, Square Footage of Retail, Commercial, Community, Other)*	*(# BMR Units, In Lieu, Land Dedication)*	*(Residential and/or Commercial)*

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

July 30, 2018

File Nos. 180680 & 180681

Lisa Gibson
Environmental Review Officer
Planning Department
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Dear Ms. Gibson:

On July 24, 2018, Supervisor Cohen introduced the following substitute legislations:

File No. 180680

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the south-east part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 180681

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

These are being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

By: Erica Major, Assistant Clerk
Land Use and Transportation Committee

Attachment

c: Joy Navarrete, Environmental Planning
Laura Lynch, Environmental Planning

CEQA clearance under Planning Dept. Case No. 2014-00254ENV India Basin Mixed-Use Project EIR certified by the SF Planning Commission on July 26, 2018.

Joy Navarrete

Digitally signed by Joy Navarrete
DN: cn=Joy Navarrete, o=Planning, ou=Environmental Planning, email=joy.navarrete@sfgov.org, c=US
Date: 2018.08.01 16:46:40 -07'00'

180816
180680
180681
2/24/18
SUBMITTED IN
COMMITTEE

INDIA BASIN

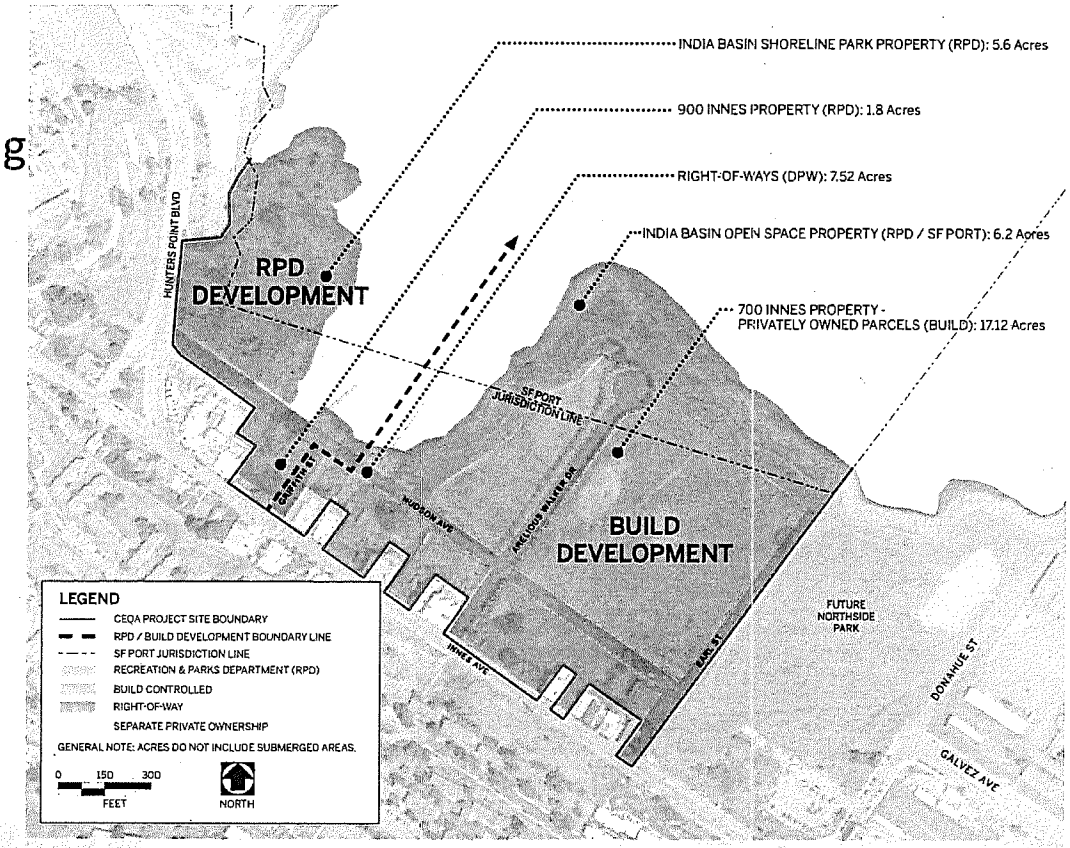
Land Use Committee Hearing

September 24th, 2018

INDIA BASIN
MIXED-USE PROJECT

Land Use & Transportation Committee Hearing

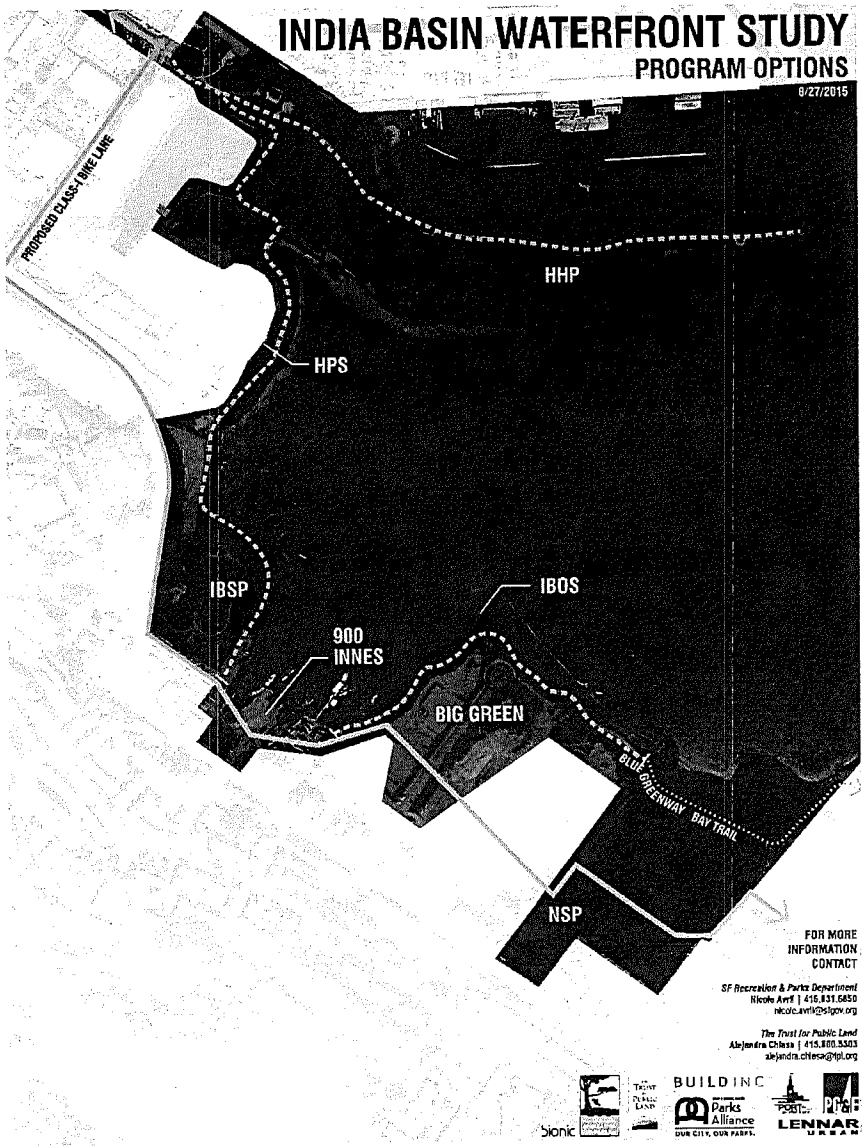
1. Overview of Project
2. Approvals Before the Board
3. RPD Project
4. BUILD Project Background
5. BUILD Project Design
6. Development Agreement



INDIA BASIN
MIXED-USE PROJECT

Land Use & Transportation Committee Hearing

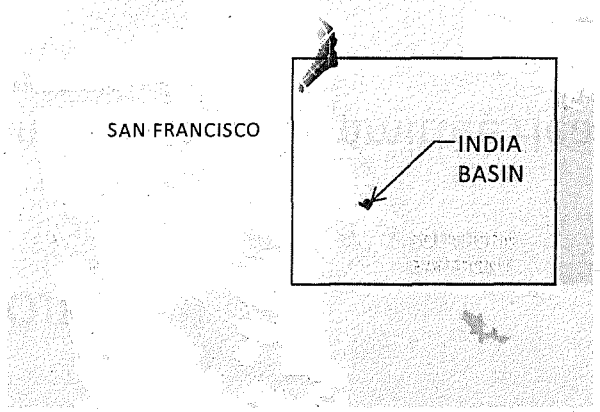
1. Overview of Project

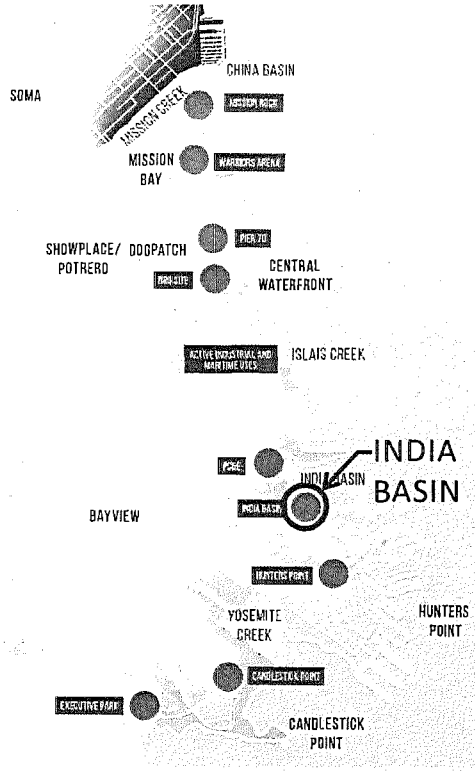


INDIA BASIN
MIXED-USE PROJECT

Land Use & Transportation Committee Hearing

1. Overview of Project
    - BUILD Component
        - Context: Southern Bayfront Strategy





SOUTHERN BAYFRONT

20,000 NEW HOUSEHOLDS

33% of new households will be affordable

6,700 AFFORDABLE HOUSEHOLDS

New households will include a mixture of rental apartments and for-sale condos

35,000 NEW JOBS

new jobs will be created across a mix of industries such as office, PDR and retail

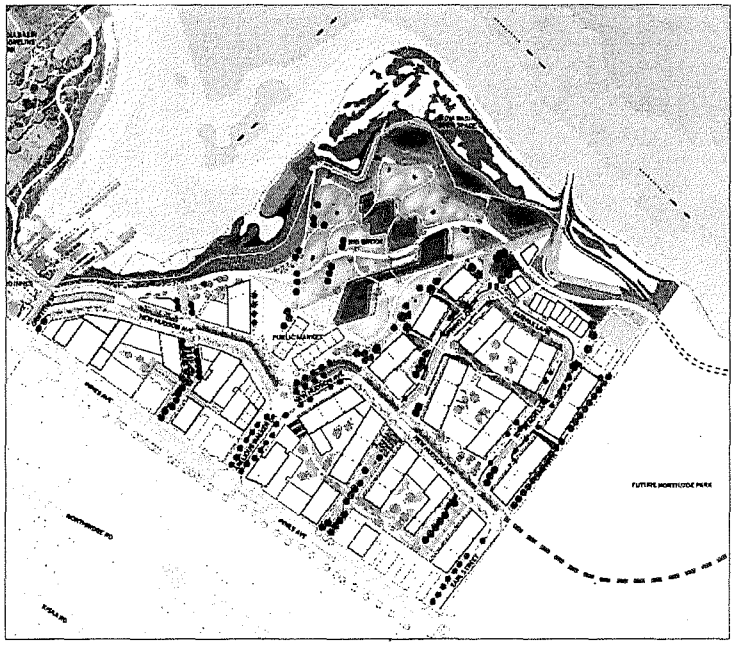
520+ NEW AND RENOVATED ACRES OF OPEN SPACE

This equals half the size of Golden Gate Park and is nearly all new public open space in the City

INDIA BASIN
MIXED-USE PROJECT

Land Use & Transportation Committee Hearing

1. Overview of Project
    - Recreation and Park Department Component
    - BUILD Component
        - Context: Southern Bayfront Strategy
        - 1,575 units (25% affordable)
        - 209,000 Non-residential
            - Community facilities
            - Neighborhood serving retail
            - Grocery store
            - Business service
        - 14 Acres of new and rehabilitated open space

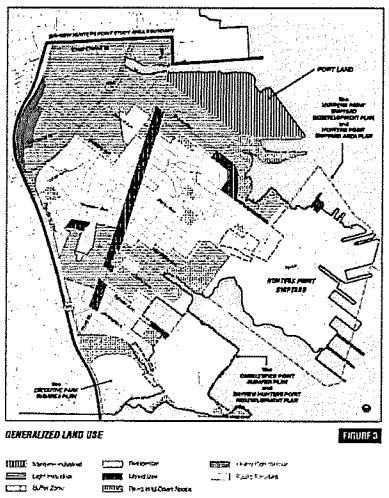


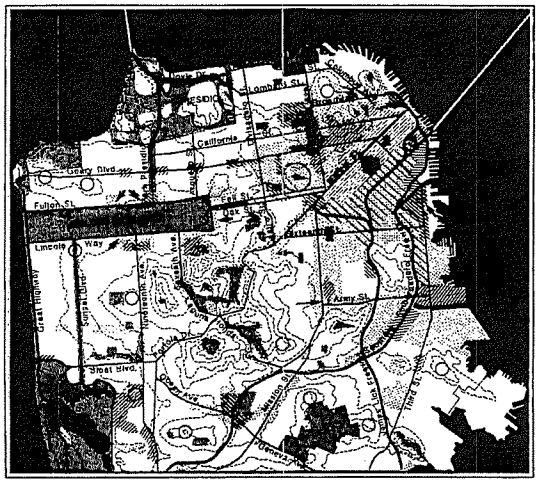
INDIA BASIN
MIXED-USE PROJECT

Approvals Before the Board

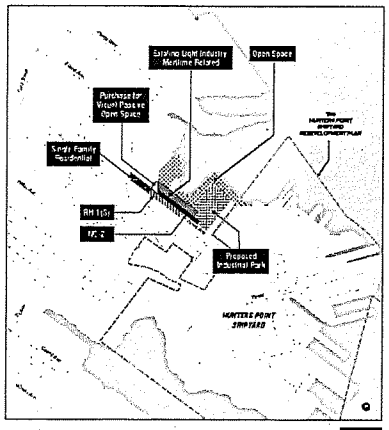
General Plan Amendments

- Bayview Hunters Point Area Plan
  - Figure 2 – Land Use
  - Figure 6 – India Basin
  - Policy 1.6
- Urban Design Element
  - Map 4
- Commerce and Industry Element
  - Map 1
- Recreation and Open Space Element
  - Policy 2.4

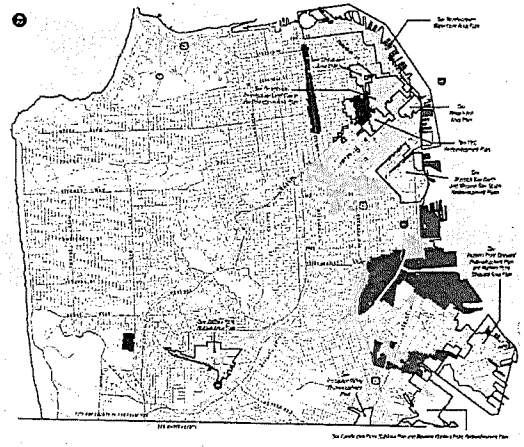




URBAN DESIGN GUIDELINES FOR HEIGHT OF BUILDINGS



INNES AVENUE BUFFER ZONE
FIGURE 6

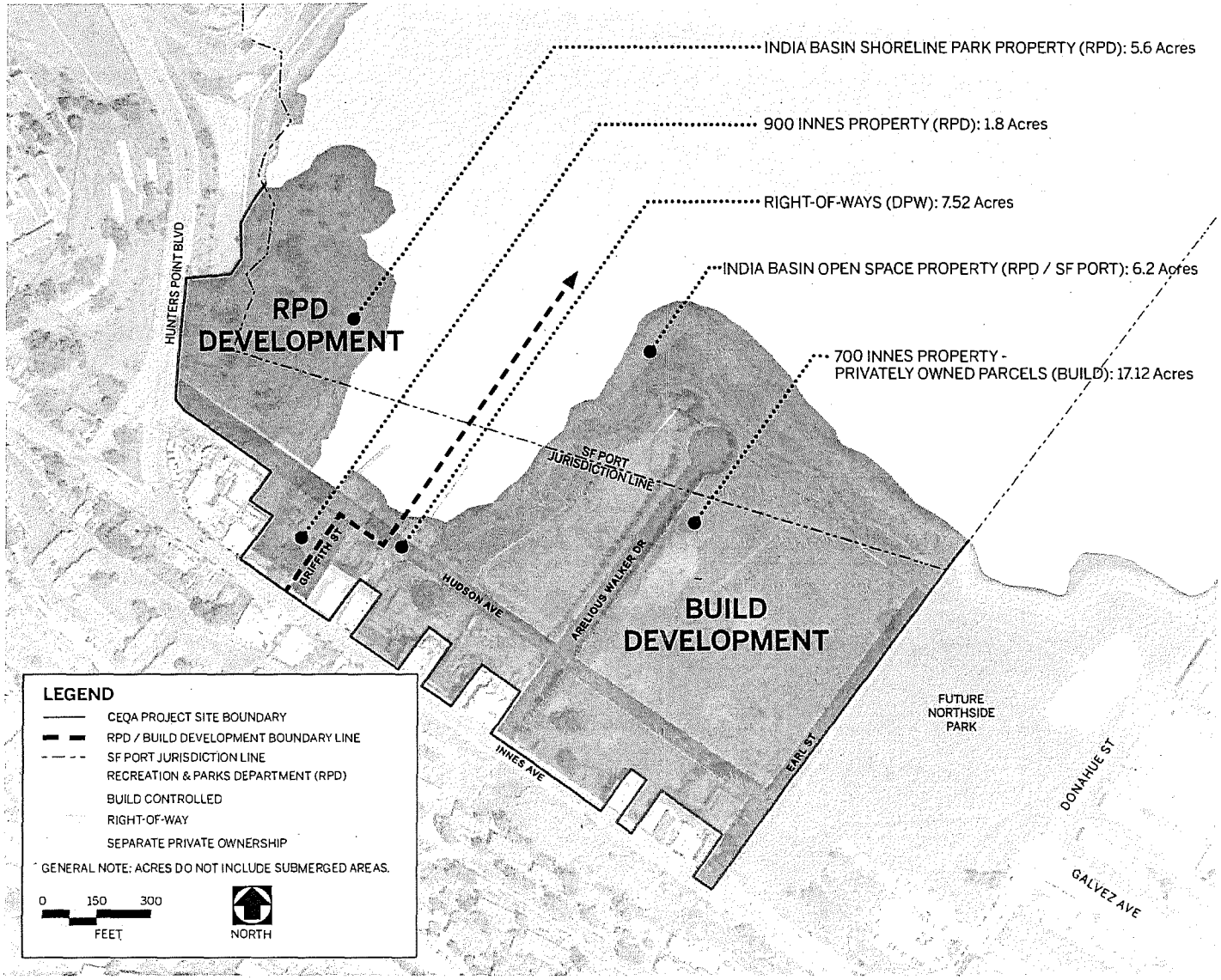

Generalized Commercial and Industrial Land Use Plan
MAP 01

INDIA BASIN MIXED-USE PROJECT

Approvals Before the Board

Text Amendment (SUD) and Map Amendments

- 900 Innes
  - Light Industrial to Public/ Open Space
- India Basin Open Space (IBOS)
  - Light Industrial to Public/ Open Space
- 700 Innes Avenue
  - Portion Zoned M-1 to MUG
  - 40-X to 20/160-IB
- 700 Innes and IBOS
  - India Basin Special Use District

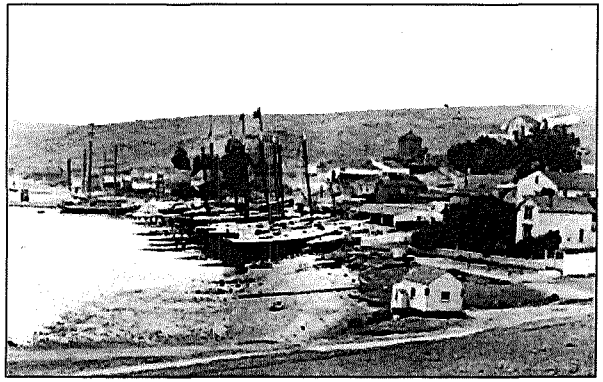


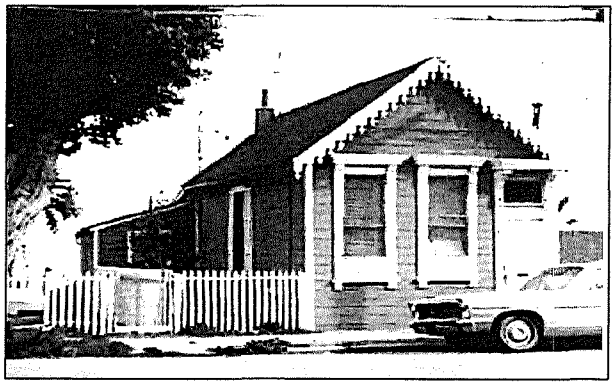
RPD PROJECT OVERVIEW

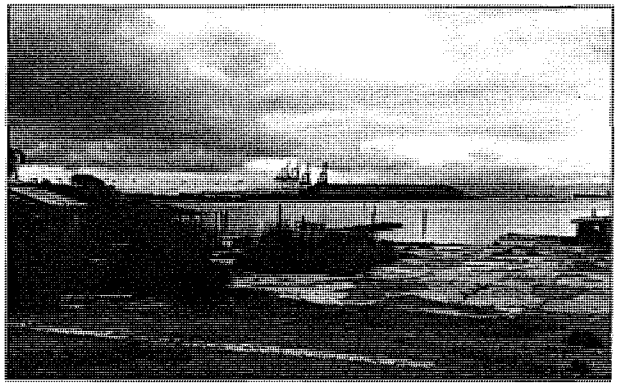
Vision

MORTHSIDE PARK
700 INNES
INDIA BASIN OPERATIONS
INDIA BASIN SPORTING PARK
SHORELINE TRAIL
HERON'S HEAD PARK

History/Consequences







Existing Conditions
Underutilized parks in contaminated historic boatyard

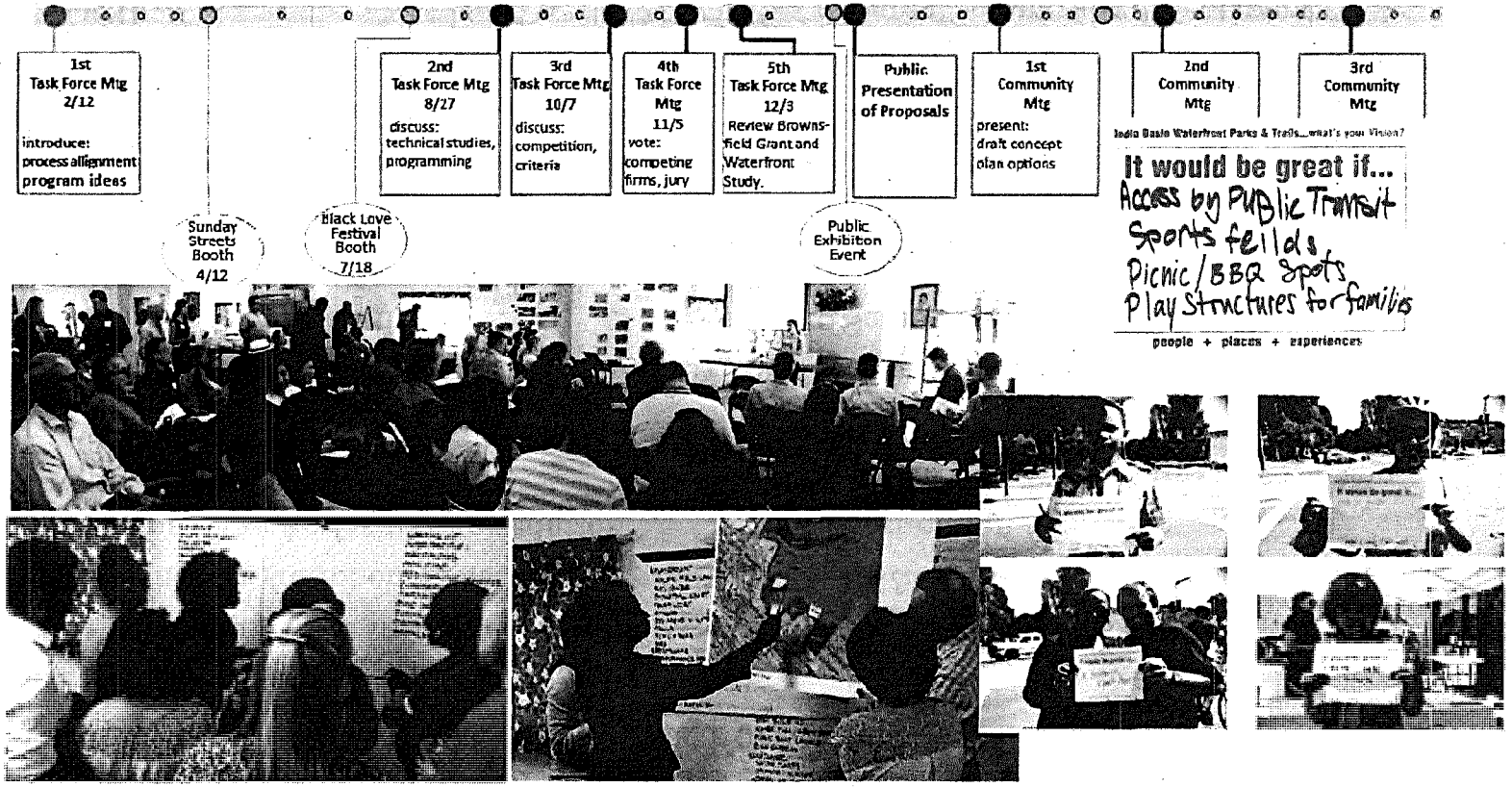
Project Relevance
1.m mi of contiguous shorefront in Equity Zone lacking open space. Will address expected growth in the Southeast.

Project Features
Community hub with gathering spaces and play/fitness areas. Project will preserve history, restore natural areas with a resilient design.

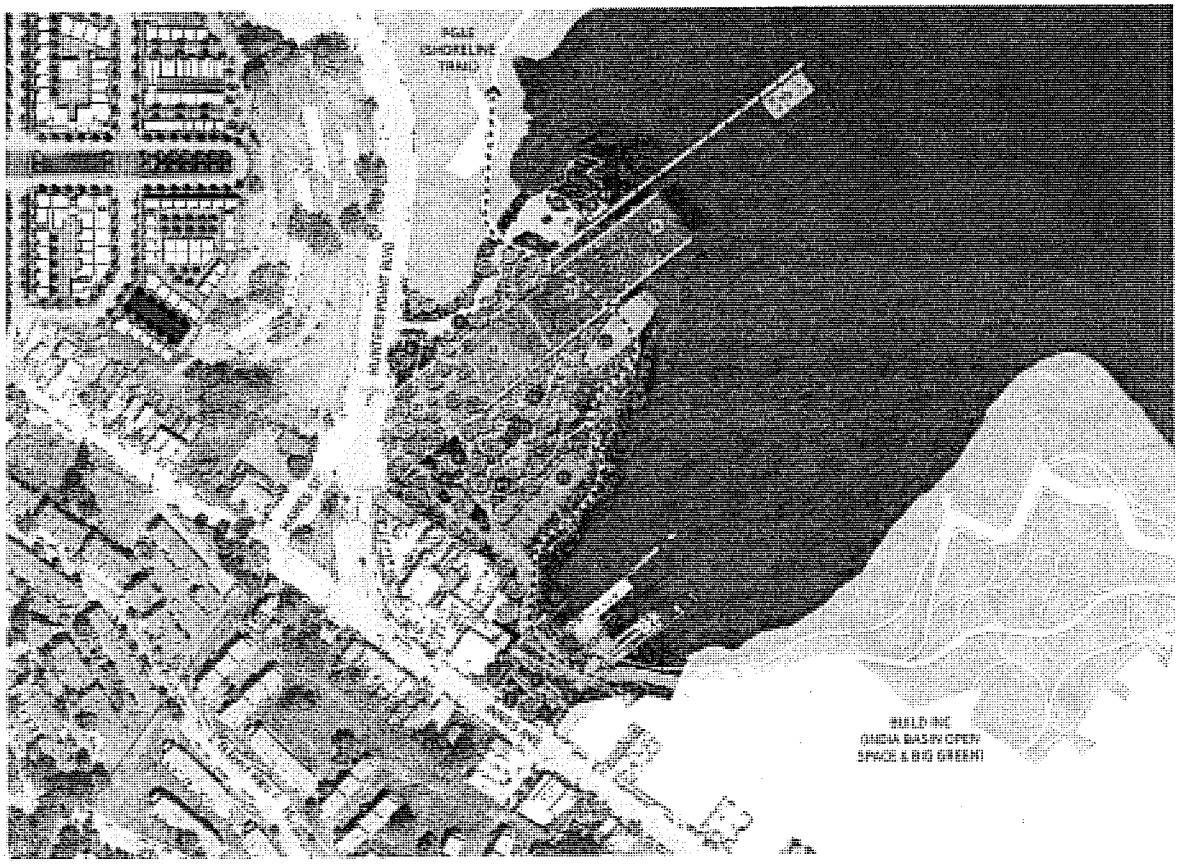
India Basin Waterfront Study Task Force

- A. Philip Randolph Institute
- Golden Gate Audubon Society
- Bay Institute Aquarium Foundation
- Build Inc.
- Five Points
- Green Action for Health and Env. Justice
- Hunter's Point Family
- Hunter's Point Shipyard CAC
- Hunter's View Tenant Association
- India Basin Neighborhood Association
- Literacy for Environmental Justice
- Morgan Heights Tenants Association
- OCII
- OEWD
- Office of Supervisor Malia Cohen
- Parks 94124
- PG&E
- Port of San Francisco
- Public Housing Tenants Association
- Rafiki Coalition for Health and Wellness
- Recreation and Parks Department
- Samoan Community Development Center
- San Francisco Bicycle Coalition
- San Francisco Municipal Transit Authority
- San Francisco Parks Alliance
- Sierra Club
- The Trust For Public Land
- Young Community Developers

Community Engagement



Park Map



NEIGHBORHOOD EDGE & HISTORIC SHOREWALK

1. Restored Shipwright's Cottage Welcome Center
2. Innes Ave Porch Swings
3. Overlook Porch Pavilion
4. Garden Path + Accessible Ramp
5. Griffith Street Steps
6. Heritage Garden
7. Parking
8. Shorewalk Promenade

SCOW SCHOONER BOATYARD

9. Historic Scow Schooner Boatyard Artifacts
10. Floating Piers
11. Shop Building
12. Original Shoreline

SAGE SLOPES

13. Adventure Play Area
14. 1/4 Mile Recreation Loop
15. Adult Fitness Stations
16. Skate Bypass Wave Paths
17. Basketball Courts
18. Parking and Bus Drop-Off
19. Outfitter Pavilion
20. Boatdeck and Seat Steps

THE MARINEWAY

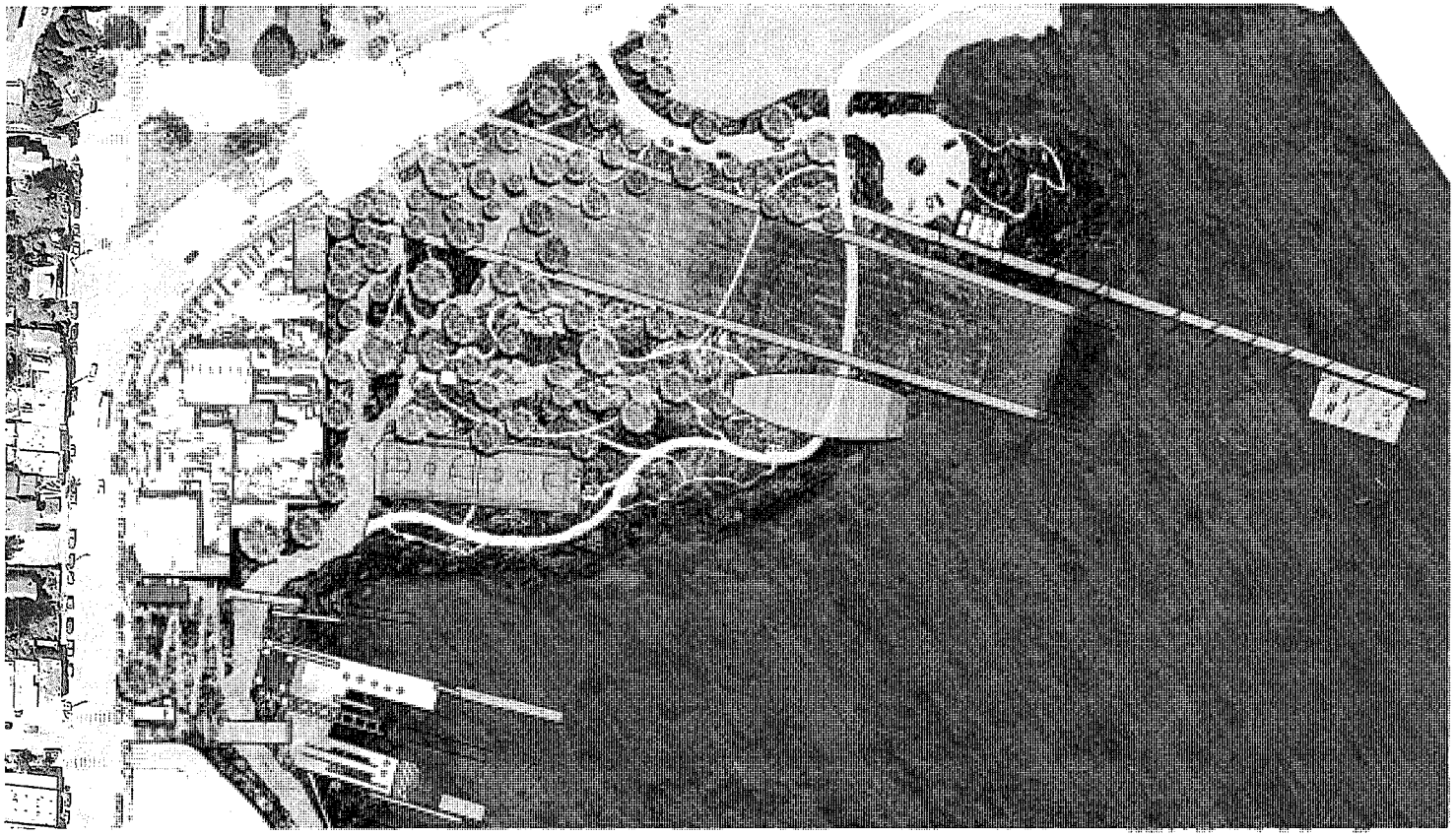
21. BBQ and Picnic Bosque
22. Play Lawn
23. Sloped Lawn
24. Gravel Beach
25. Floating Dock

17. Restroom
- - Bay Trail / Blue Greenway Route
- - Class 1 Bikeway Route

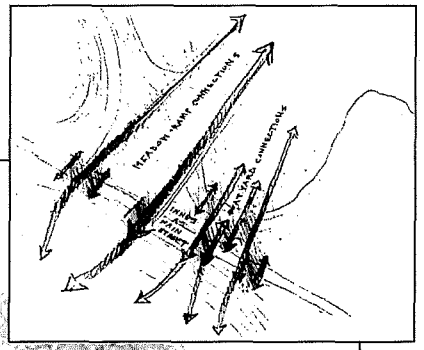
0 50 100 200 400'

N

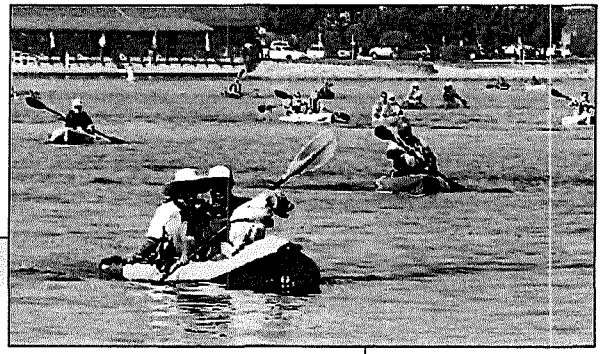
Concept Design

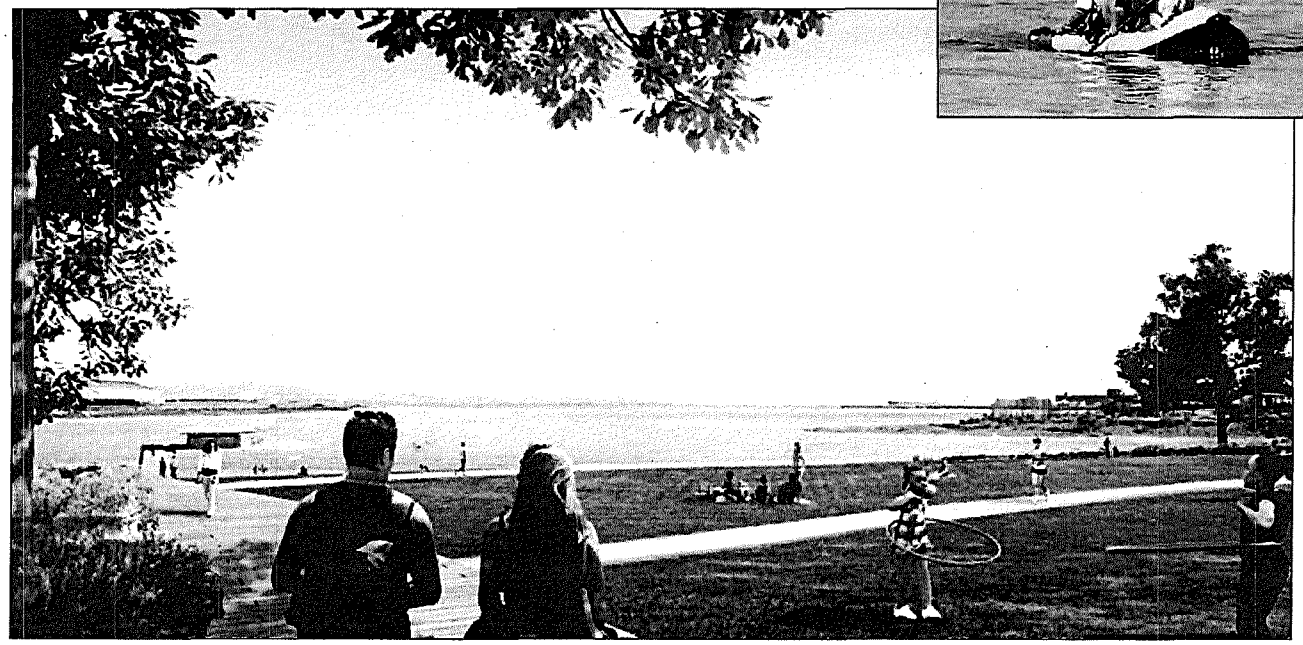


Historic Shorewalk/Neighborhood Edge

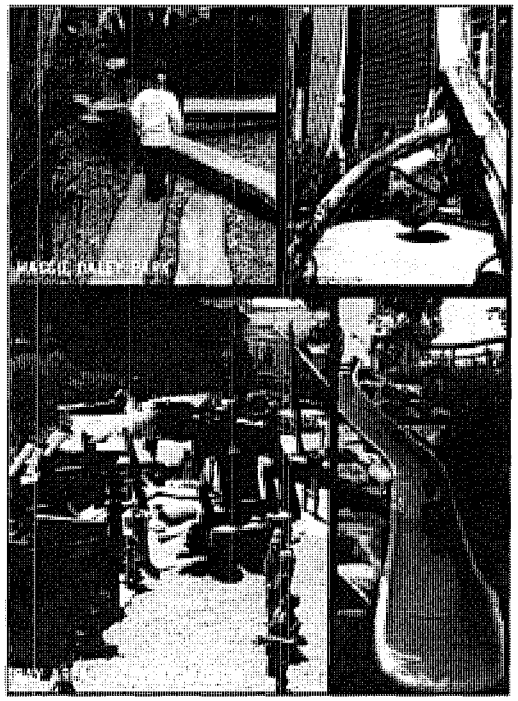


The Marineway

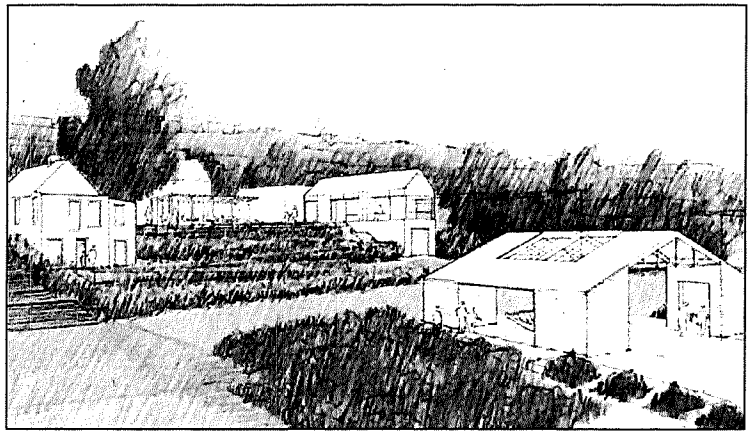


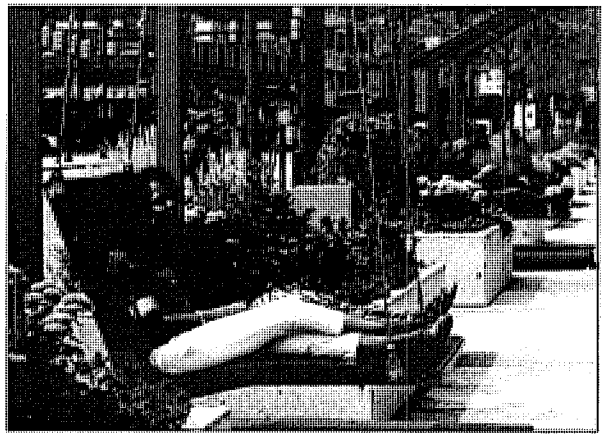


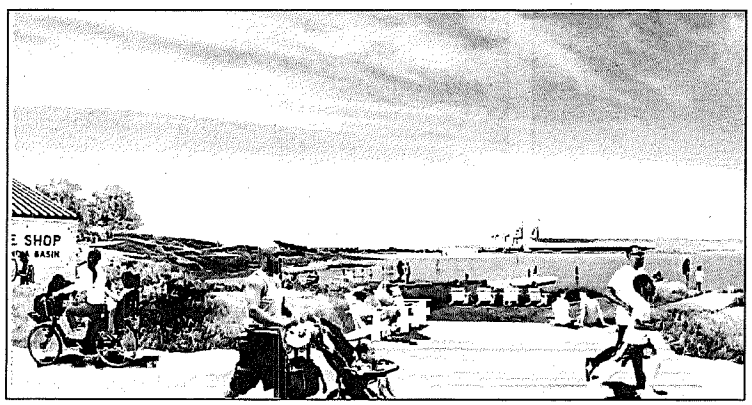
The Sage Slopes

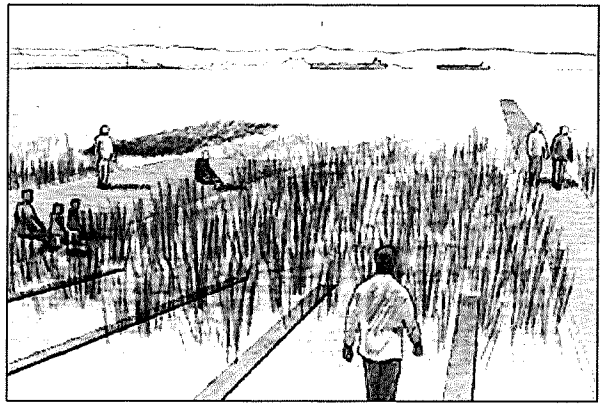


The Boatyard

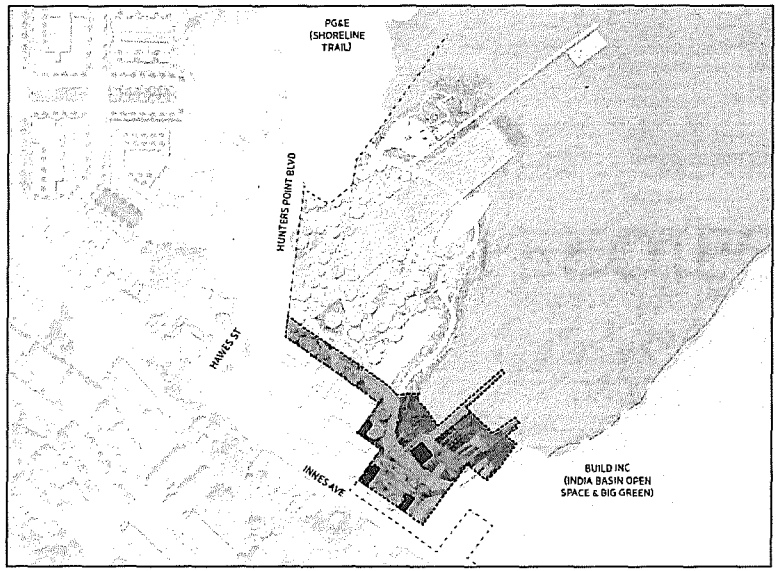


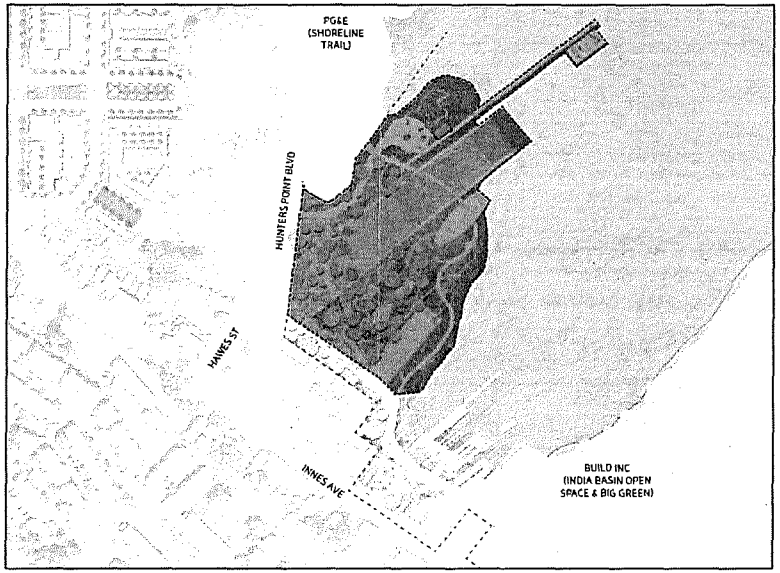






Phasing/Next Steps



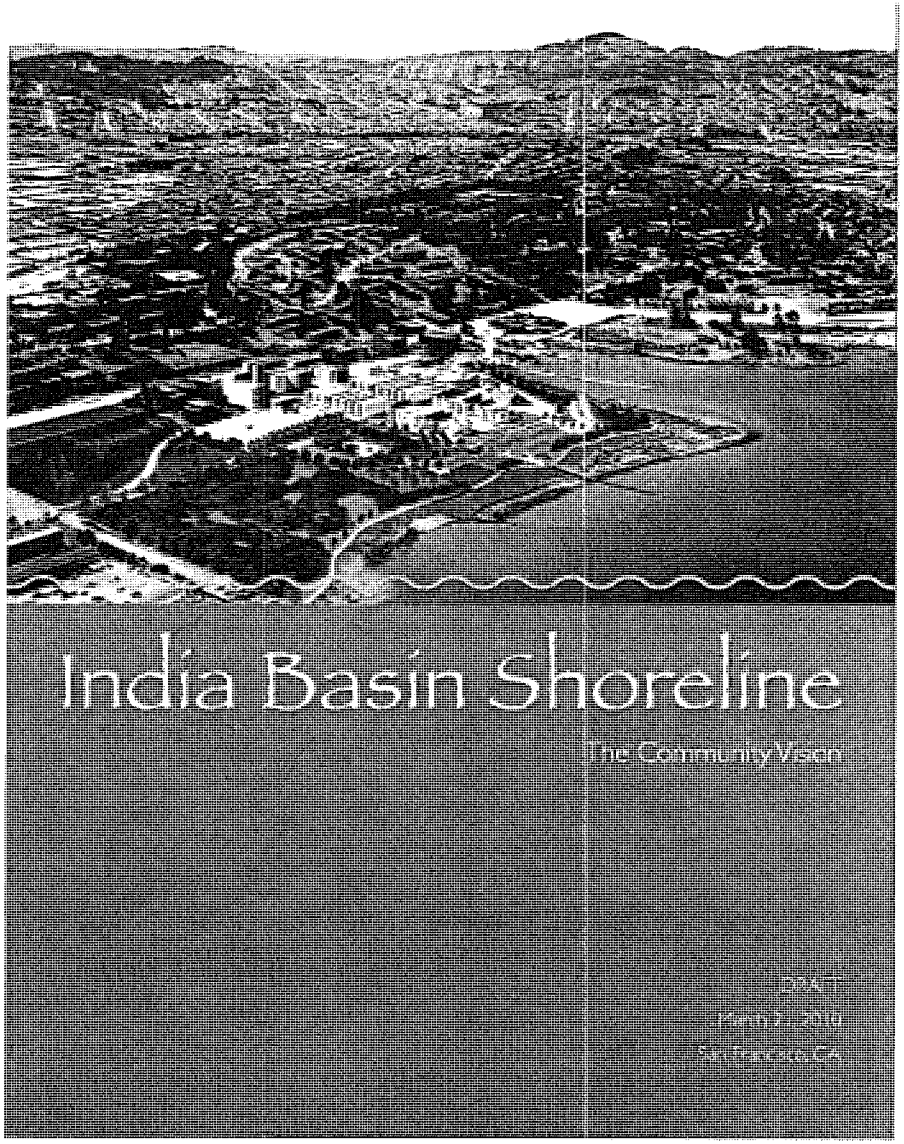


BUILD PROJECT OVERVIEW

EXISTING VIEW

PLANNING TO DATE From 1969 to Present

- Bayview Transportation Improvements Project
- The Bayview Transportation and Infrastructure Plan
- Blue Greenway Planning Design Guidelines
- Candlestick Point Hunters Point Shipyard Transp. and IP
- EcoCenter At Heron's Head Park
- Heron's Head Park
- Hunters Point Shipyard and Candlestick Point Phase II
- Hunters View
- India Basin Shoreline/Area C
- India Basin Shoreline – The Community Vision
- India Basin Shoreline Park
- India Basin Shoreline Plan
- Muni Forward
- Northside Park and Streetscape Improvements
- San Francisco Bay Plan
- San Francisco Better Streets Plan
- San Francisco Bicycle Plan
- The San Francisco Shipyard
- Transit Effectiveness Project



BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

COMMUNITY ENGAGEMENT TO DATE

PROJECT ADVISORY GROUPS 21

- Bayview Working Group (BVWG)
- India Basin Working Group (IBWG)

GROUP & INDIVIDUAL STAKEHOLDERS 59

- Audubon and Sierra Clubs
- Banya Spa
- Bay.org / EcoCenter
- Bay Trail and Water Trail
- Greenaction
- Local Residents and Business Owners

ADJACENT BUILDING HOAS & TENANT ASSOC. 23

- Alice Griffith
- Hunters Point East
- Hunters Point West
- Hunters View
- Morgan Heights
- Westbrook Residents
- 800 Innes
- 828 Innes
- 748 Innes
- 860/870/880 Innes

NEIGHBORHOOD GROUPS / ASSOCIATIONS 14

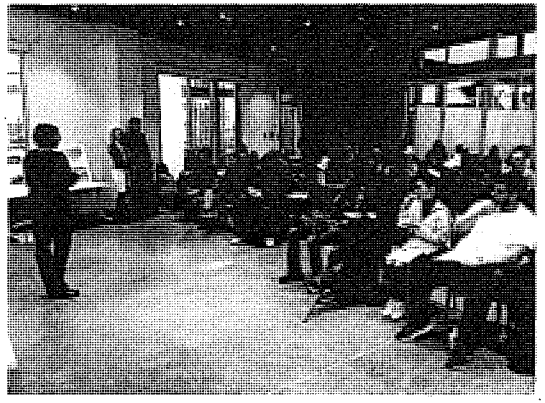
- Bayview Residents Improving Their Environment (BRITE)
- Economic Development on Third (EDOT)
- India Basin Neighborhood Association (IBNA)
- Merchants of Butchertown

HOSTED WORKSHOPS 21

- Affordable Housing and Workforce Outreach
- India Basin Transportation Action Plan
- India Basin Waterfront Parks and Trails Task Force

NEIGHBORHOOD TASK FORCES & CACS 14

- Bayview Hunters Point Environmental Justice Task Force
- Hunters Point Bayview CAC (Bayview CAC)
- Hunters Point Shipyard CAC (HPS CAC)



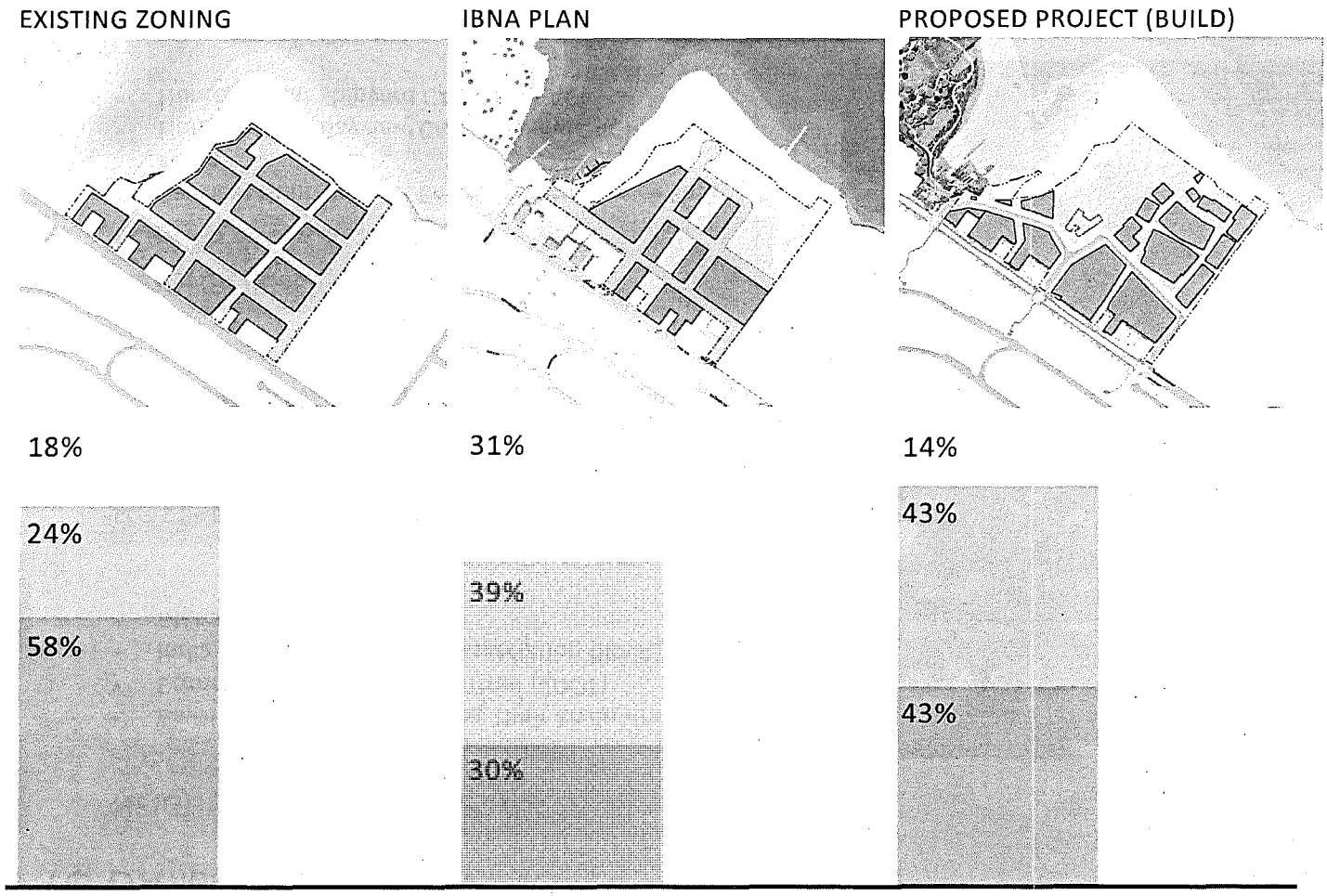
152 Total Outreach Meetings

MAXIMIZE OPEN SPACE

Streets, Shared Ways, Sidewalks & Bike Lanes

Parks, Plazas, Open Space, Pedestrian Pathways & Stairs

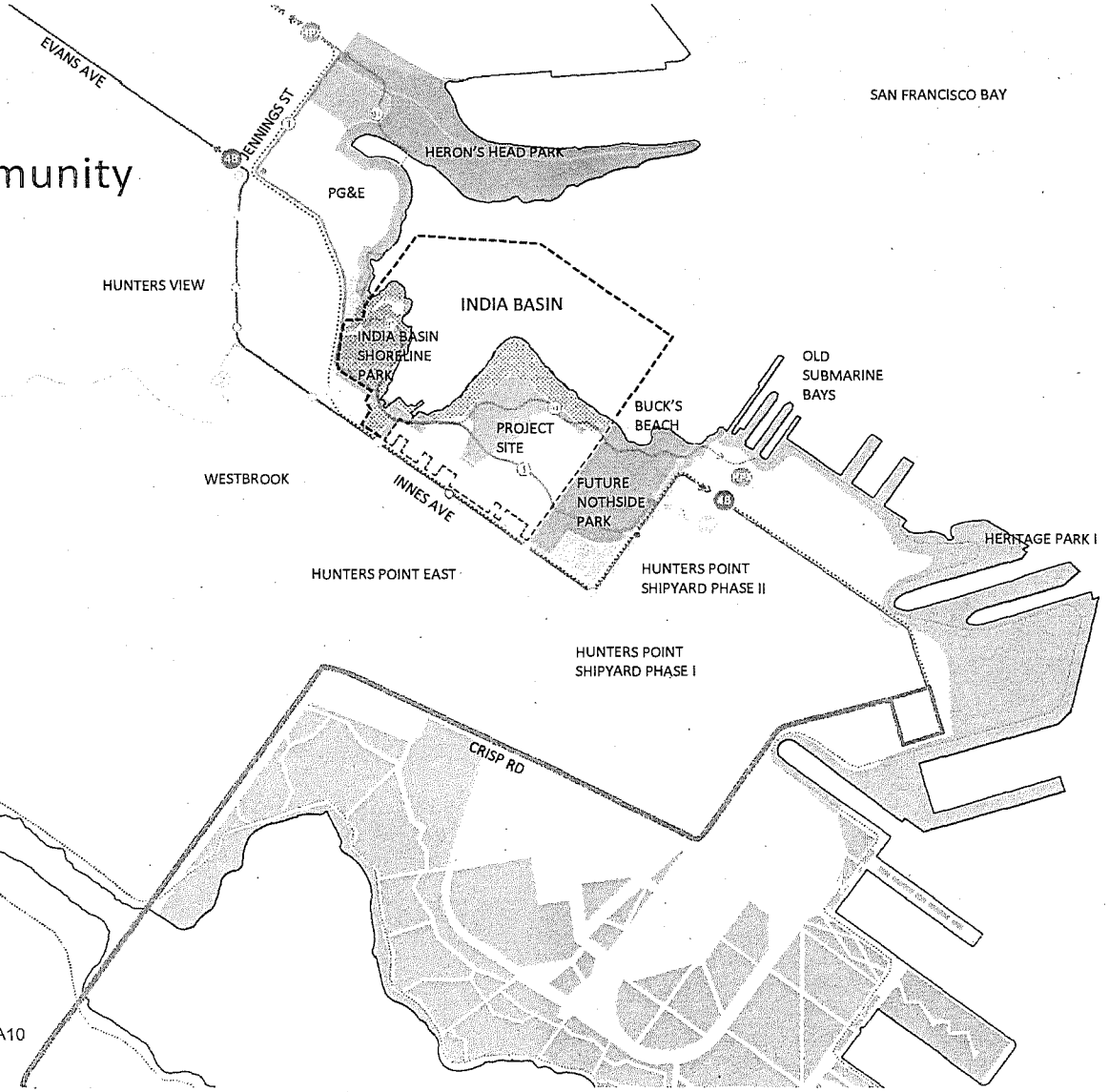
Developed Building Area



BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

COMPREHENSIVE APPROACH

Connecting the Community

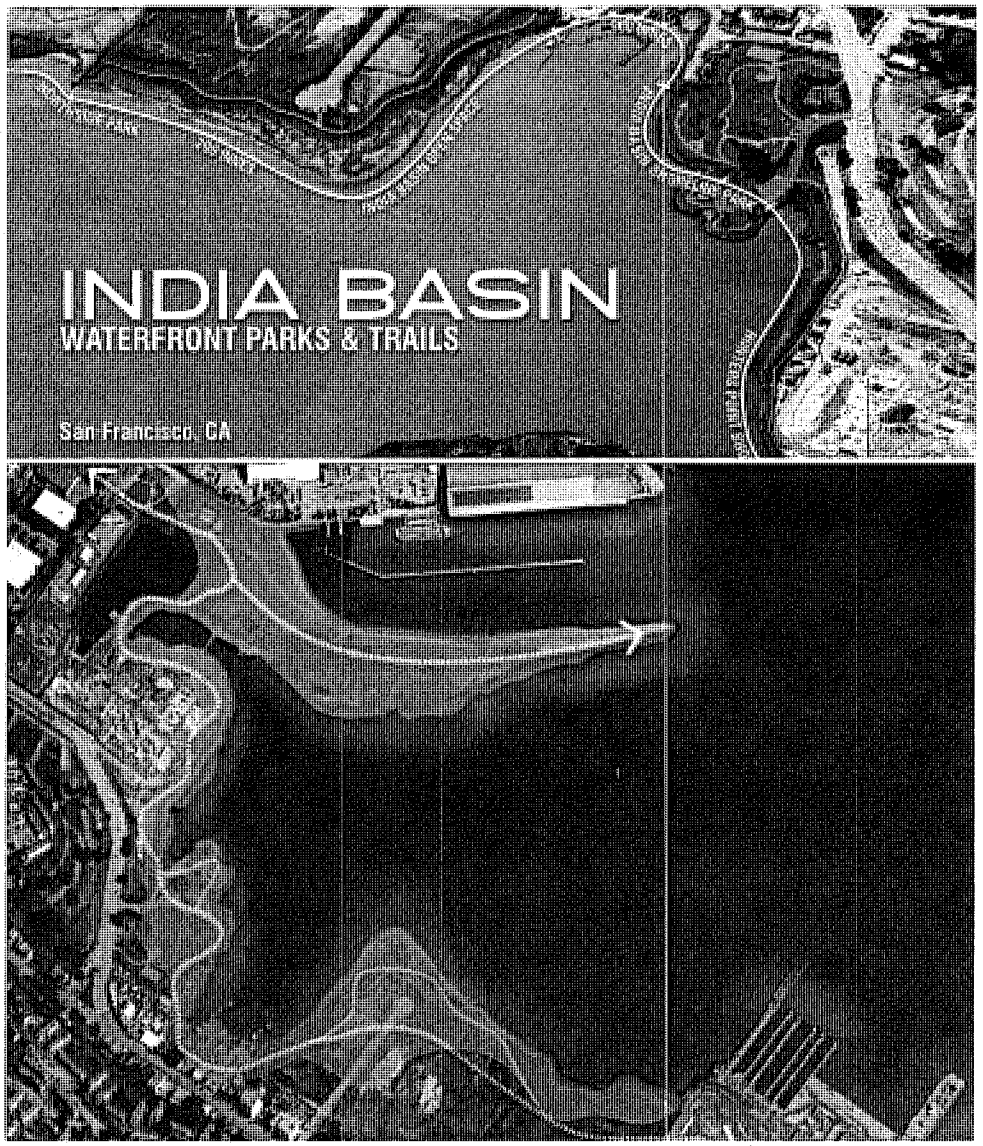


BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

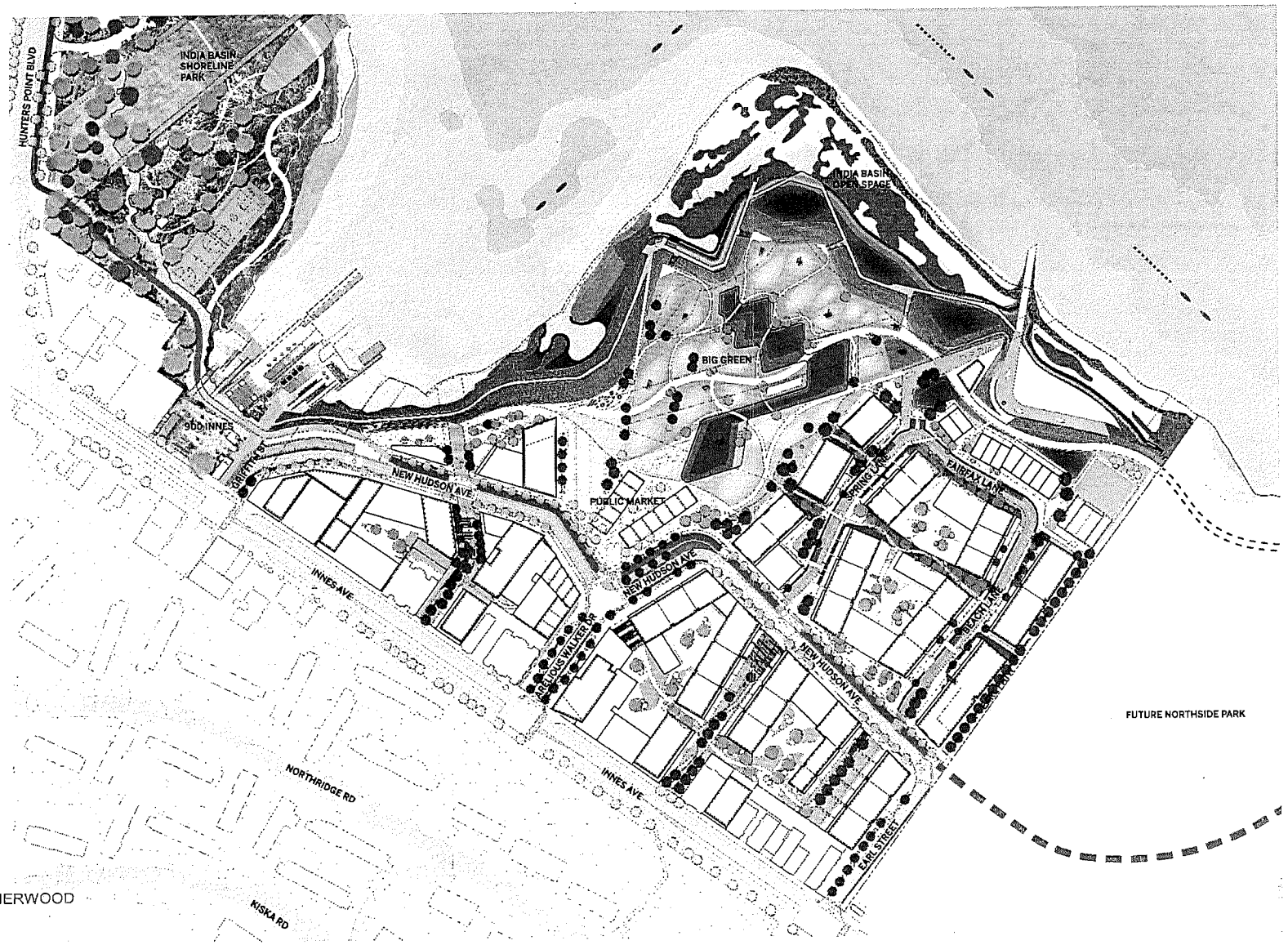
COMPREHENSIVE APPROACH
Continuous Park Network

India Basin Shoreline Park Public Competition

BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10



MASTER PLAN



BUILD: | SOM | BIONIC | GEHL STUDIO | SHERWOOD

DEVELOPMENT PROGRAM

Residential
1,575 Units
- 25% Affordable

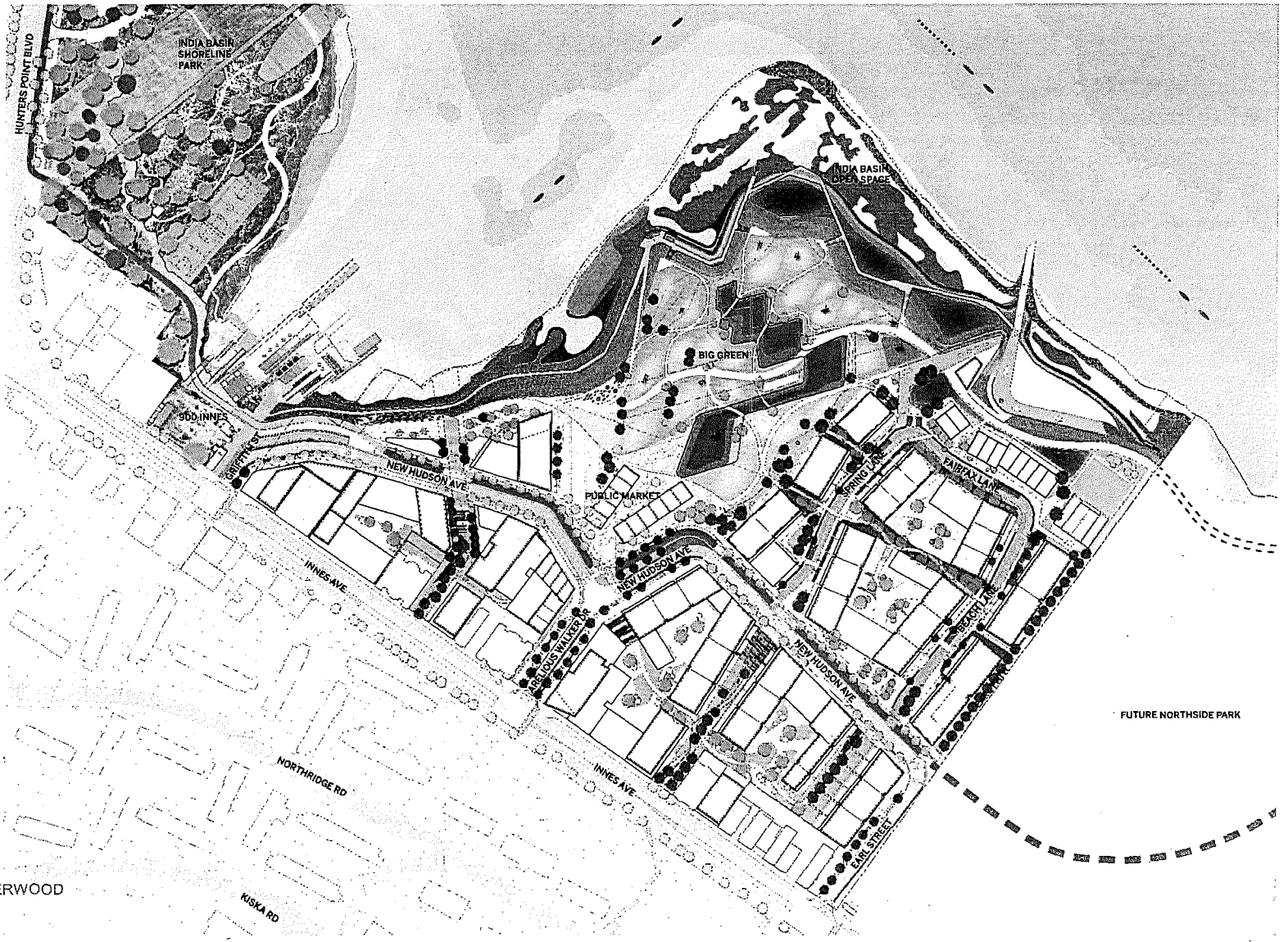
BUILD: | SOM | BIONIC | GEHL STUDIO | SHERWOOD

DEVELOPMENT PROGRAM

Residential
1,575 Units

Neighborhood Commercial / Institutional
209,000 GSF

- Grocery Store
- Community Facility
- Childcare Facility
- Neighborhood Serving retail
- Small Professional Office



BUILD: | SOM | BIONIC | GEHL STUDIO | SHERWOOD

DEVELOPMENT PROGRAM

Residential
1,575 Units

Neighborhood Commercial / Institutional
209,000 GSF

Open Space -
14 Acres Public Parks and Open Space

- 5 Acres New Public Park
- 6 Acres Rehabilitated Shoreline
- 3 Acres New Privately Owned Publicly Accessible Open Space

BUILD: | SOM | BIONIC | GEHL STUDIO | SHERWOOD

DEVELOPMENT PROGRAM

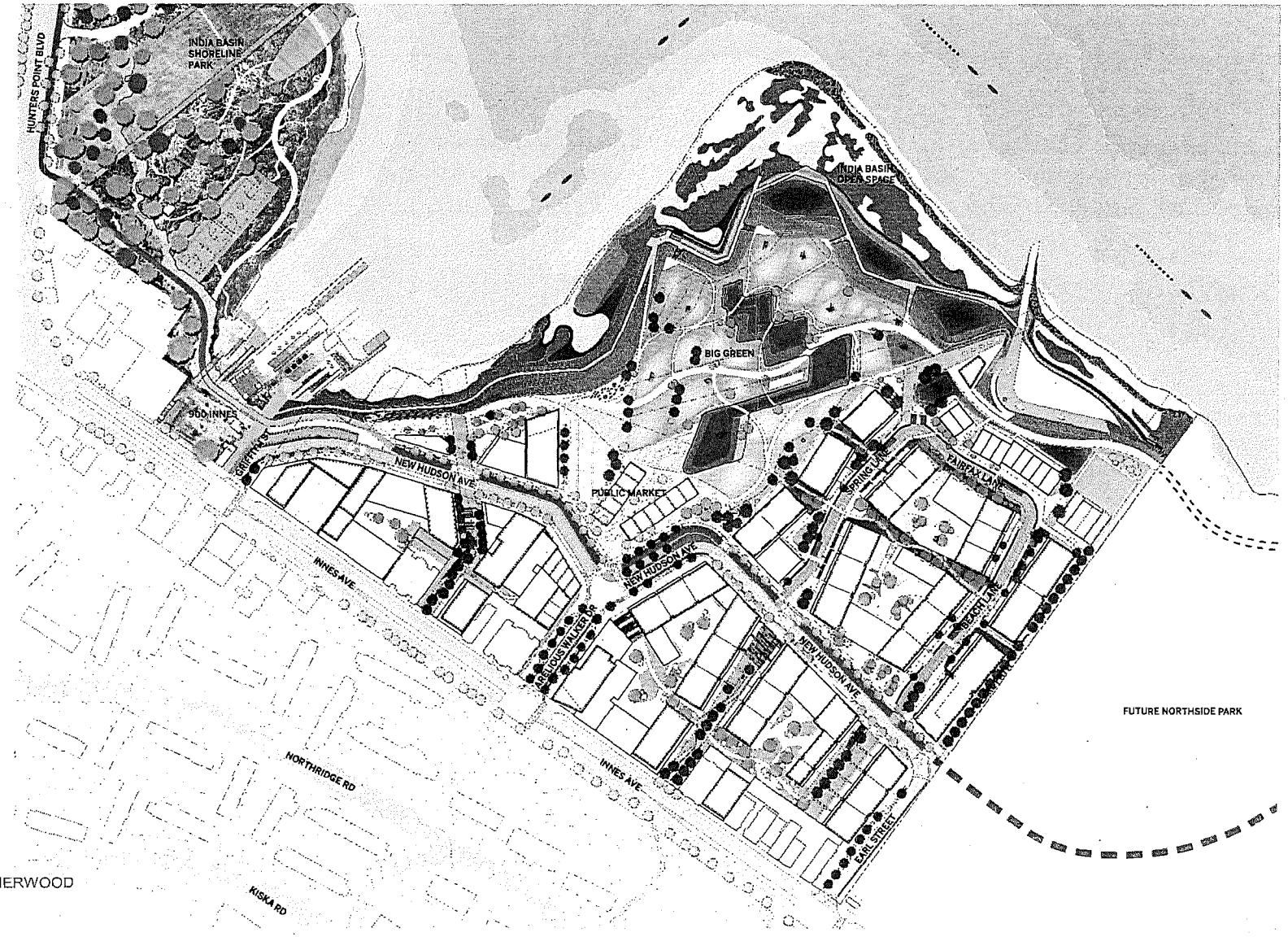
Residential
1,575 Units

Neighborhood Commercial / Institutional
209,000 GSF

Open Space
14 Acres Public Parks and Open Space

Parking
Up to 1,800 Spaces

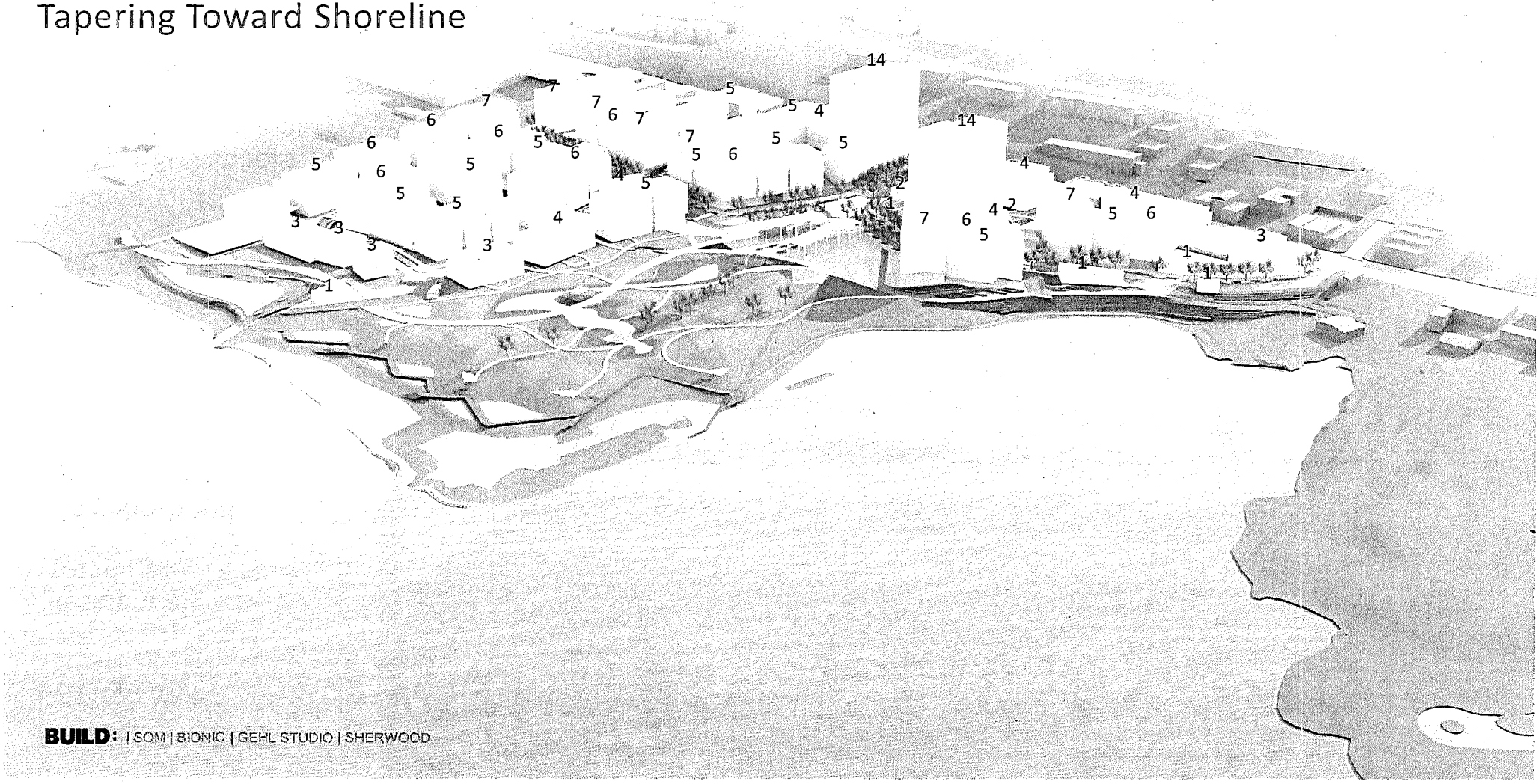
- Up to 1575 Residential Spaces
- Approx. 225 Public Spaces



BUILD: | SOM | BIONIC | GEHL STUDIO | SHERWOOD

URBAN FORM

Tapering Toward Shoreline



ACTIVE GROUND FLOOR USES

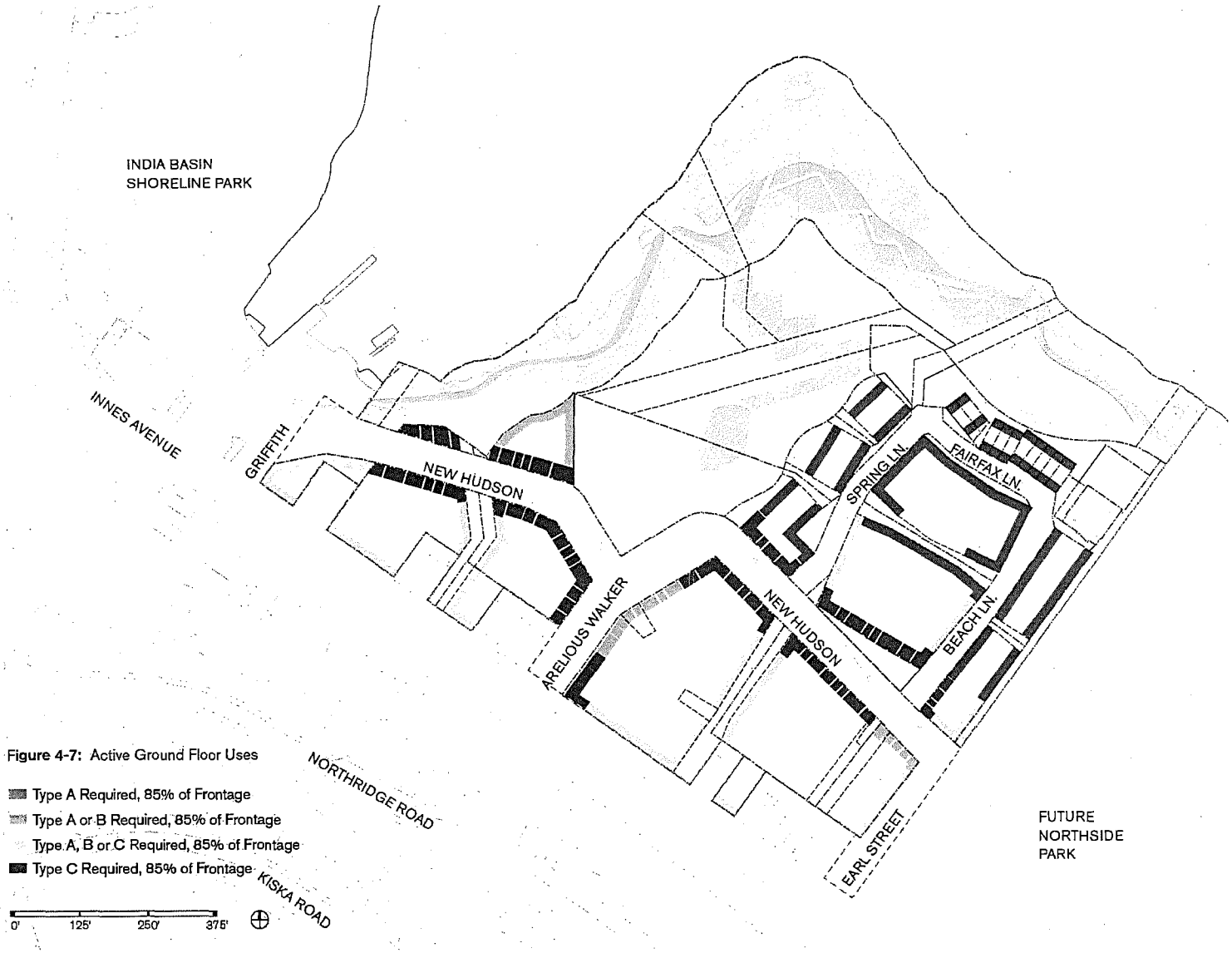
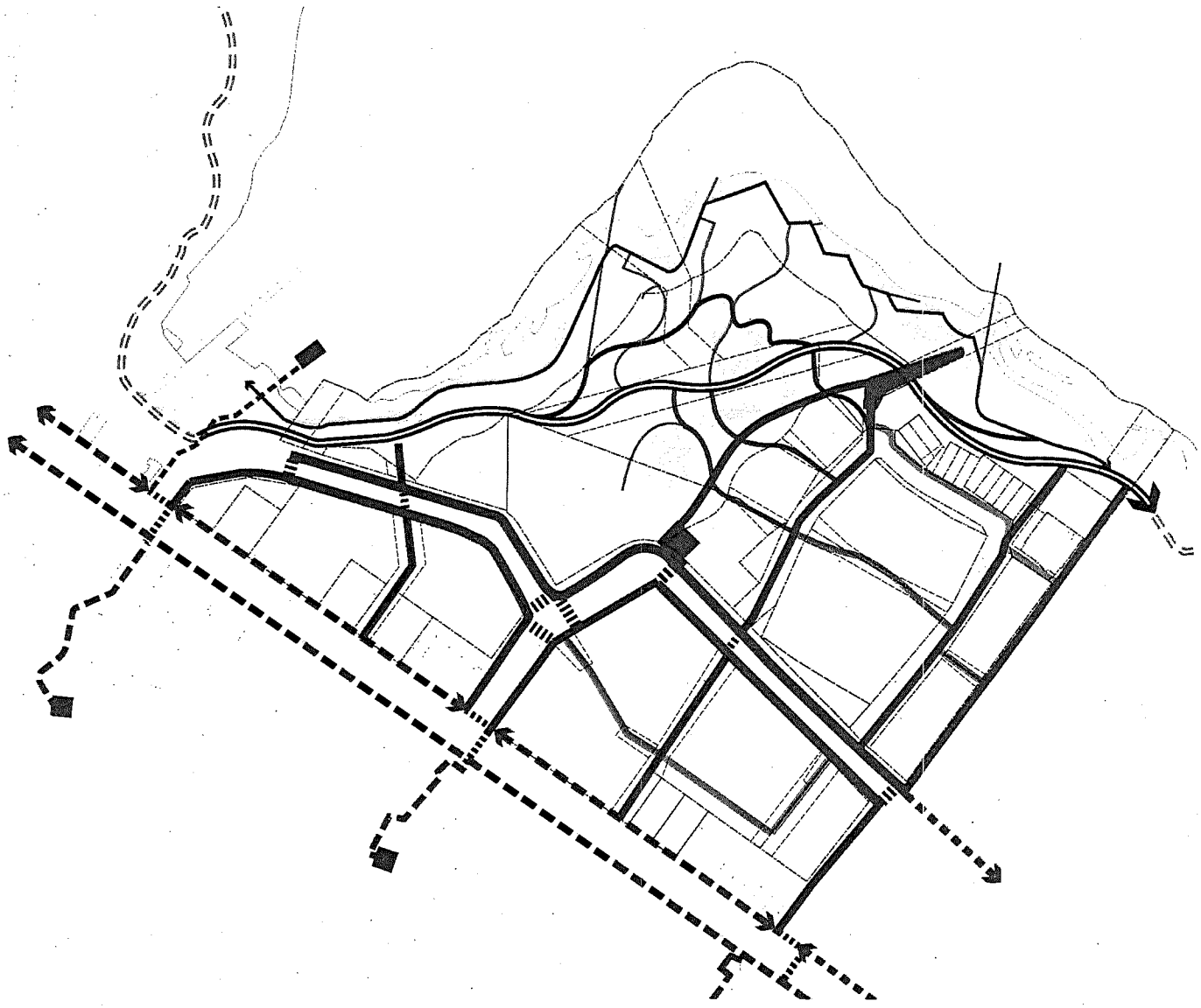


Figure 4-7: Active Ground Floor Uses

BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

DIVERSE PEDESTRIAN NETWORK



BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

BICYCLE NETWORK

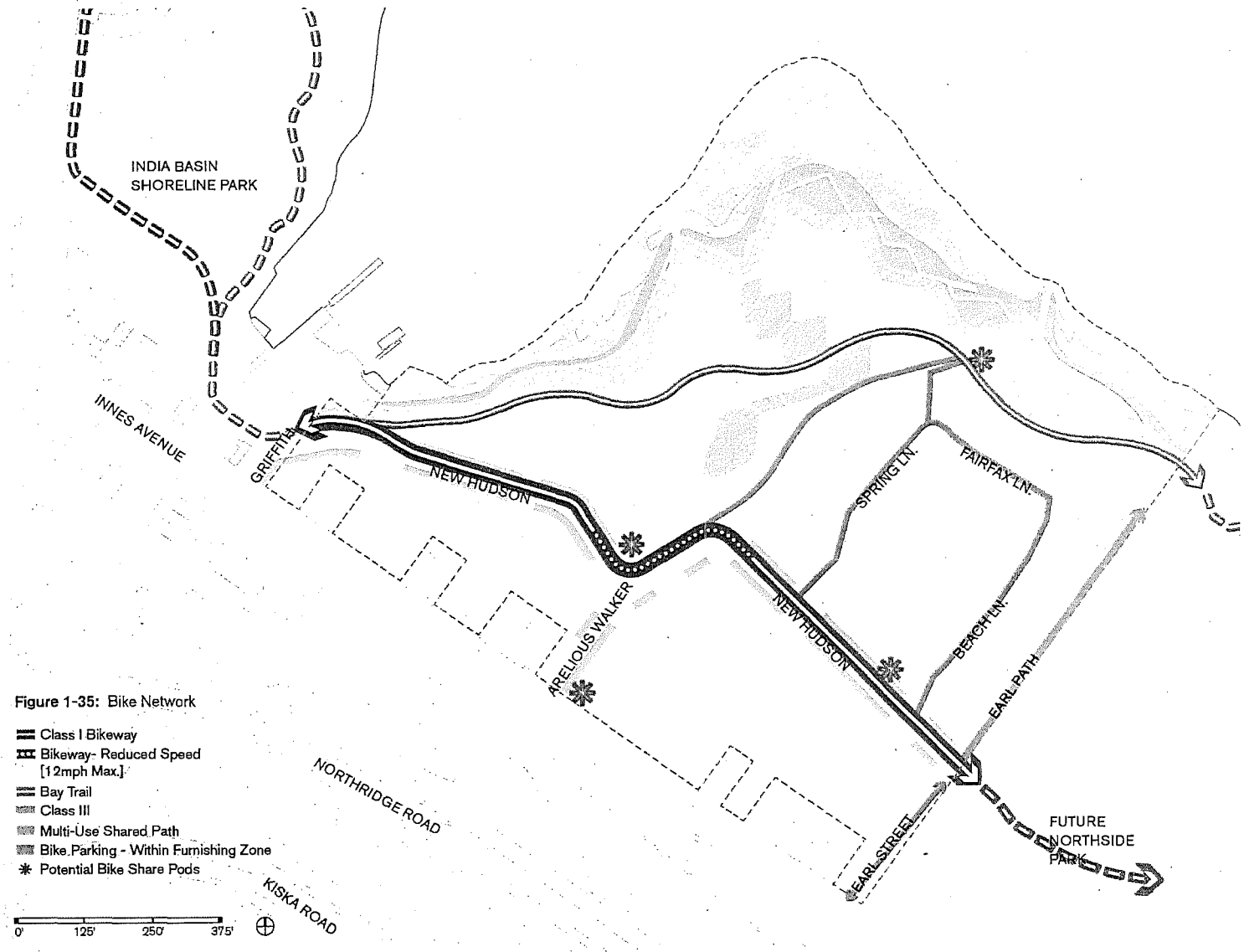


Figure 1-35: Bike Network

- Class I Bikeway
- Bikeway- Reduced Speed [12mph Max.]
- Bay Trail
- Class III
- Multi-Use Shared Path
- Bike Parking - Within Furnishing Zone
- Potential Bike Share Pods

BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

DISTRICT SUSTAINABILITY AND RESILIENCE

WATER: 100% non-potable demands met

District-wide treatment system provides recycled water to meet all non-potable demands

ENERGY: Net Zero Public Realm

Lighting, water treatment and vehicle charging are all part of net zero public realm

STORMWATER: 100% on-site treatment

Treatment integrated into Big Green provides amenity and low-energy management solution

RESILIENT SHORELINE

Coastal adaptation to sea level rise and changing habitat

HIGH PERFORMANCE BUILDINGS

Energy performance which exceeds Title 24 requirements and use of all-electric heating and hot water to reduce greenhouse gas (GHG) emissions

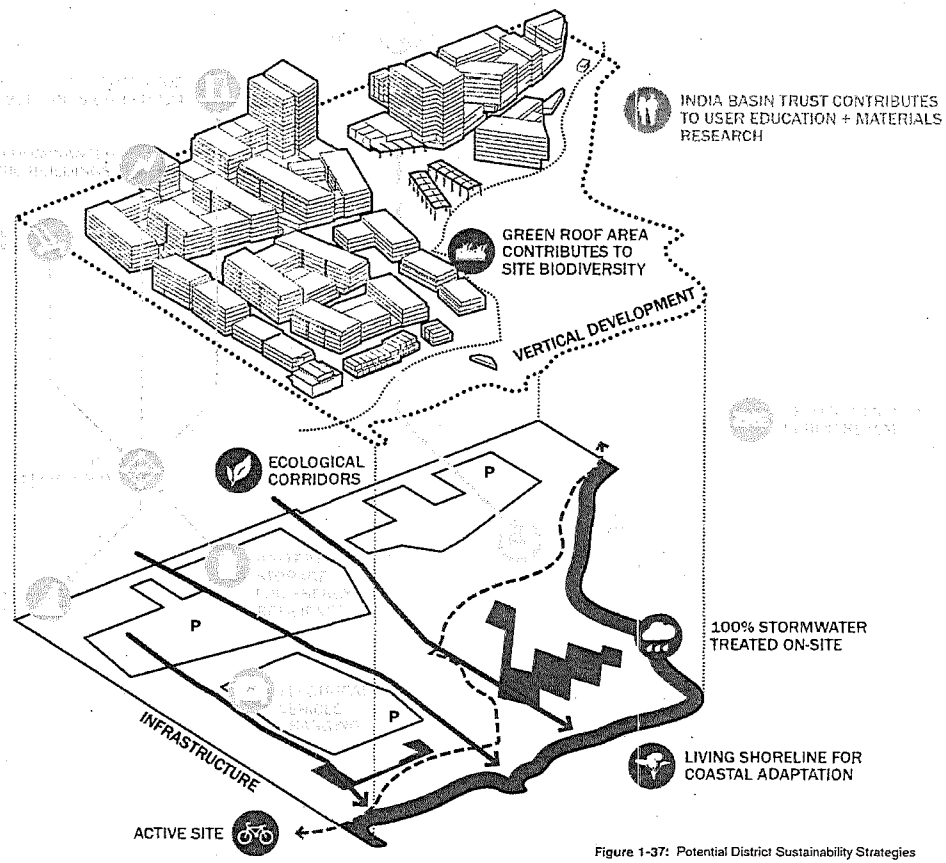


Figure 1-37: Potential District Sustainability Strategies

BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

DIVERSE PUBLIC REALM & OPEN SPACE

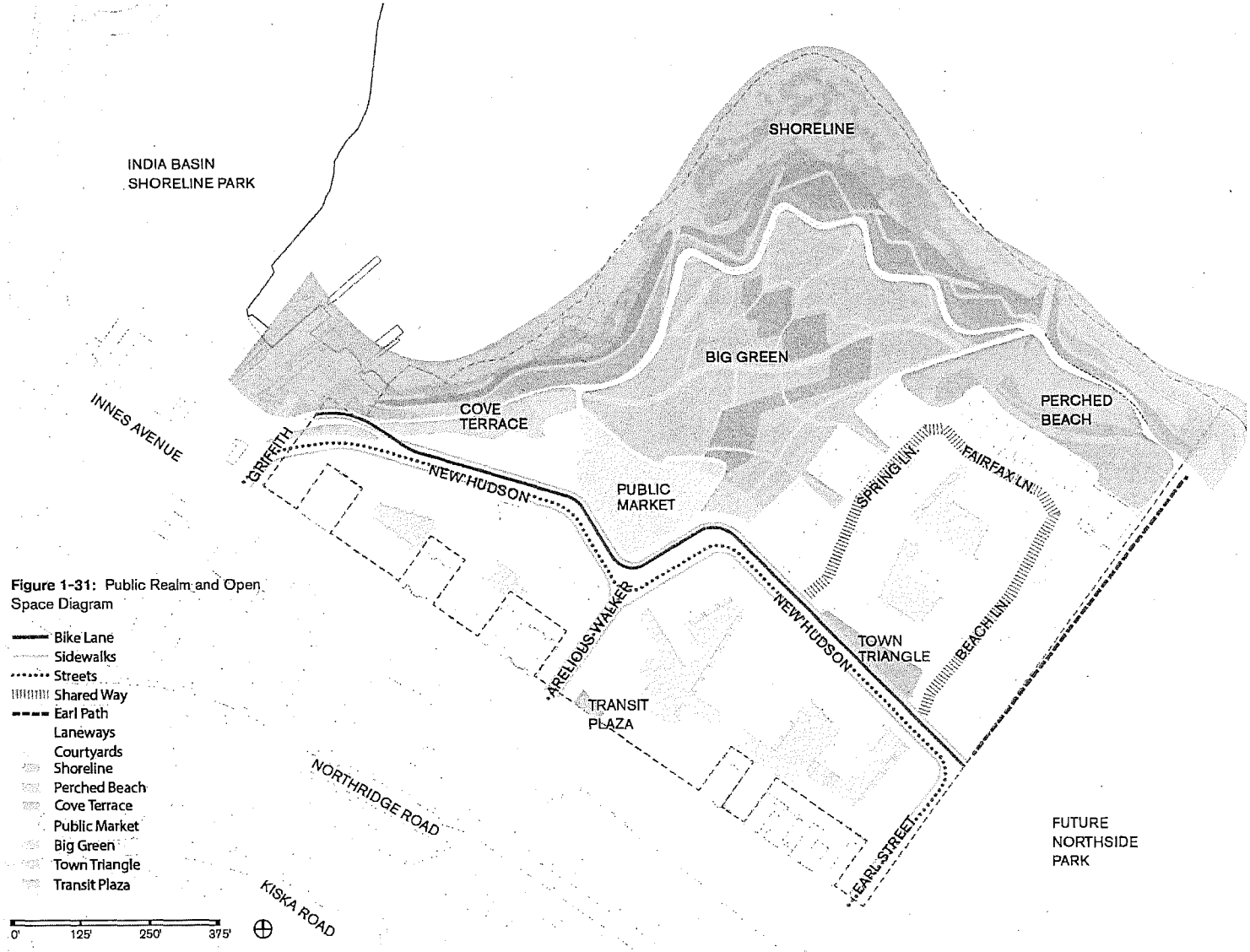
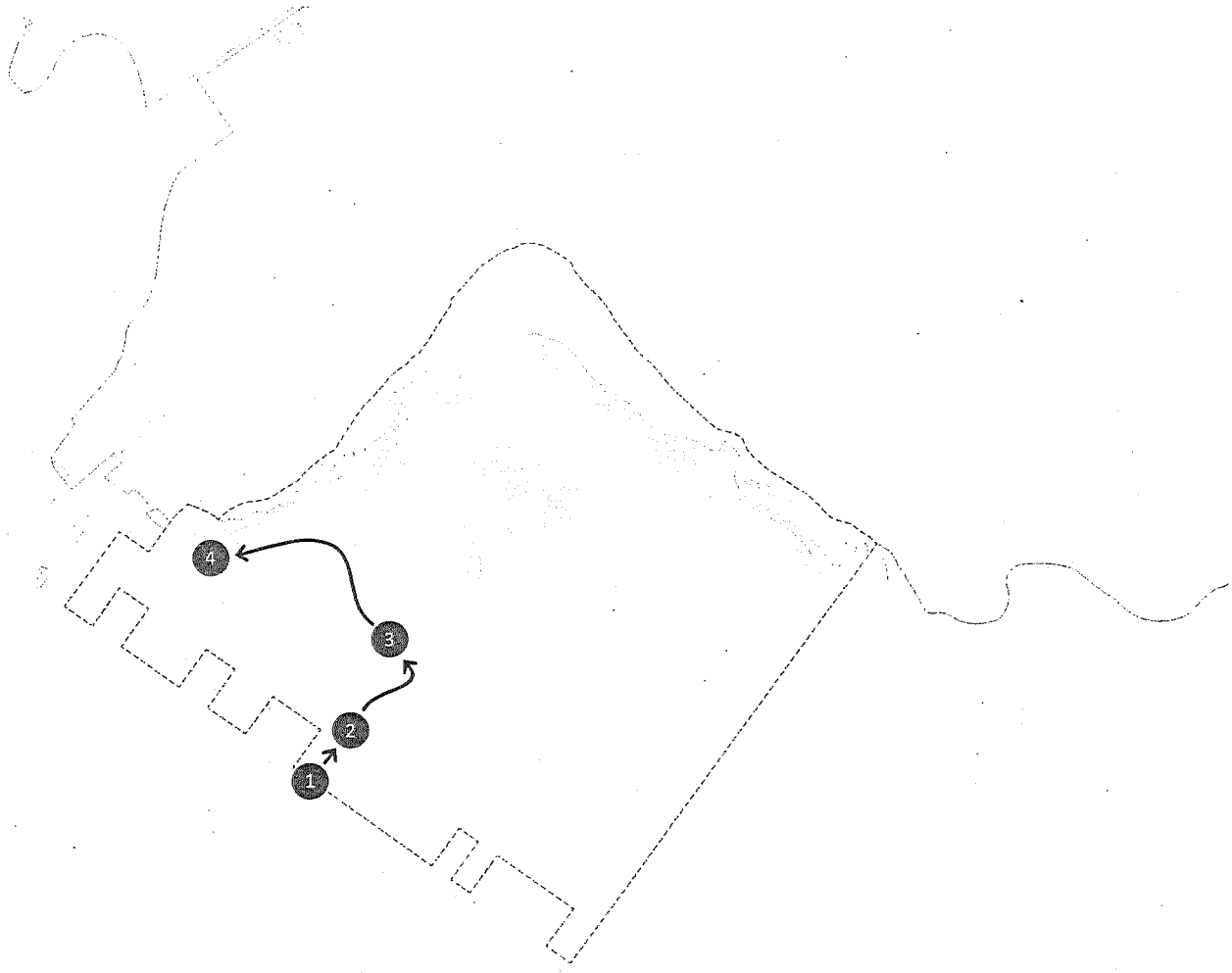


Figure 1-31: Public Realm and Open Space Diagram

BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

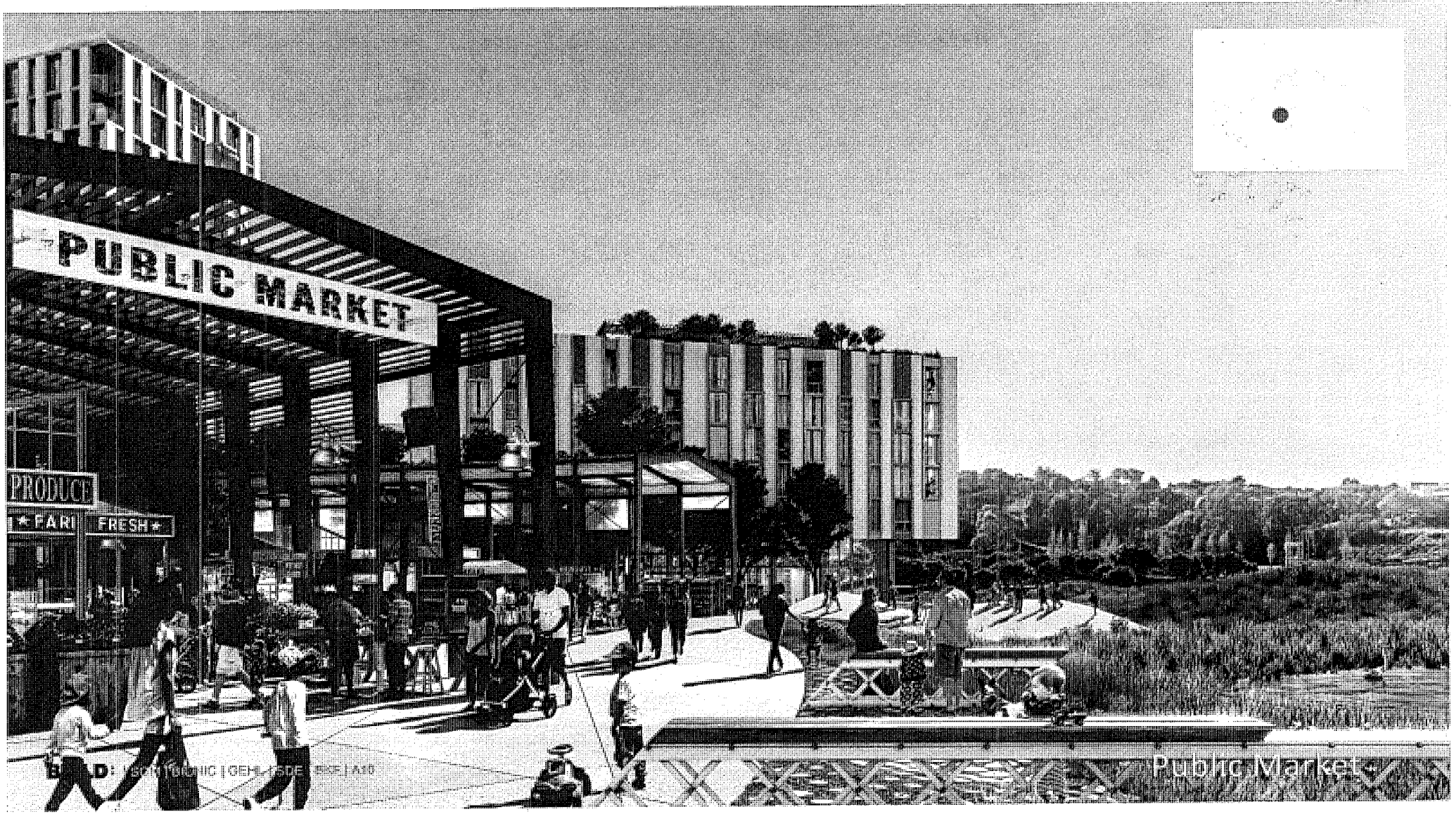
ARRIVAL EXPERIENCE



BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

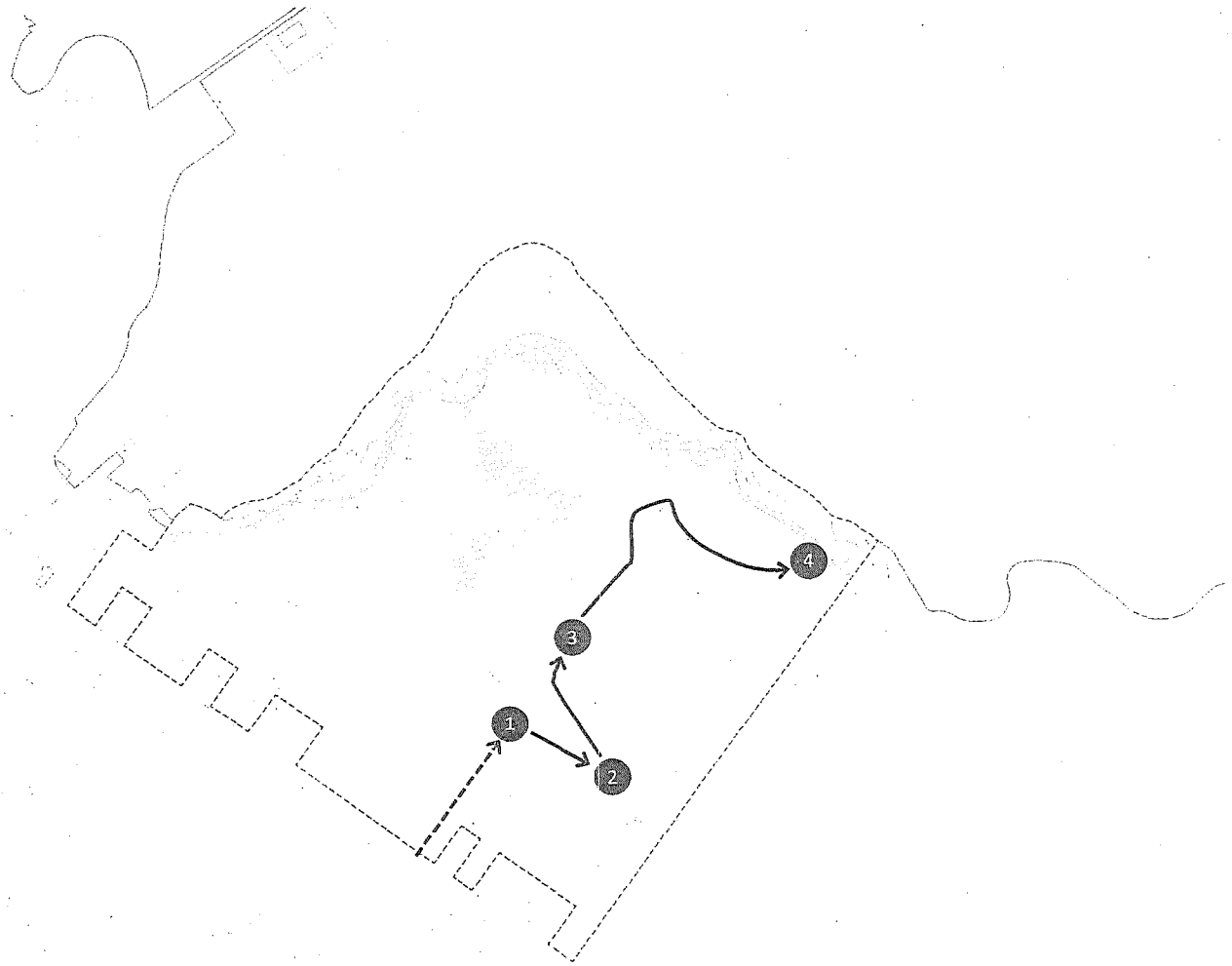
777
Transit Plaza

COFFEE
Arelious Walker


PUBLIC MARKET
PRODUCE
FRESH
Public Market

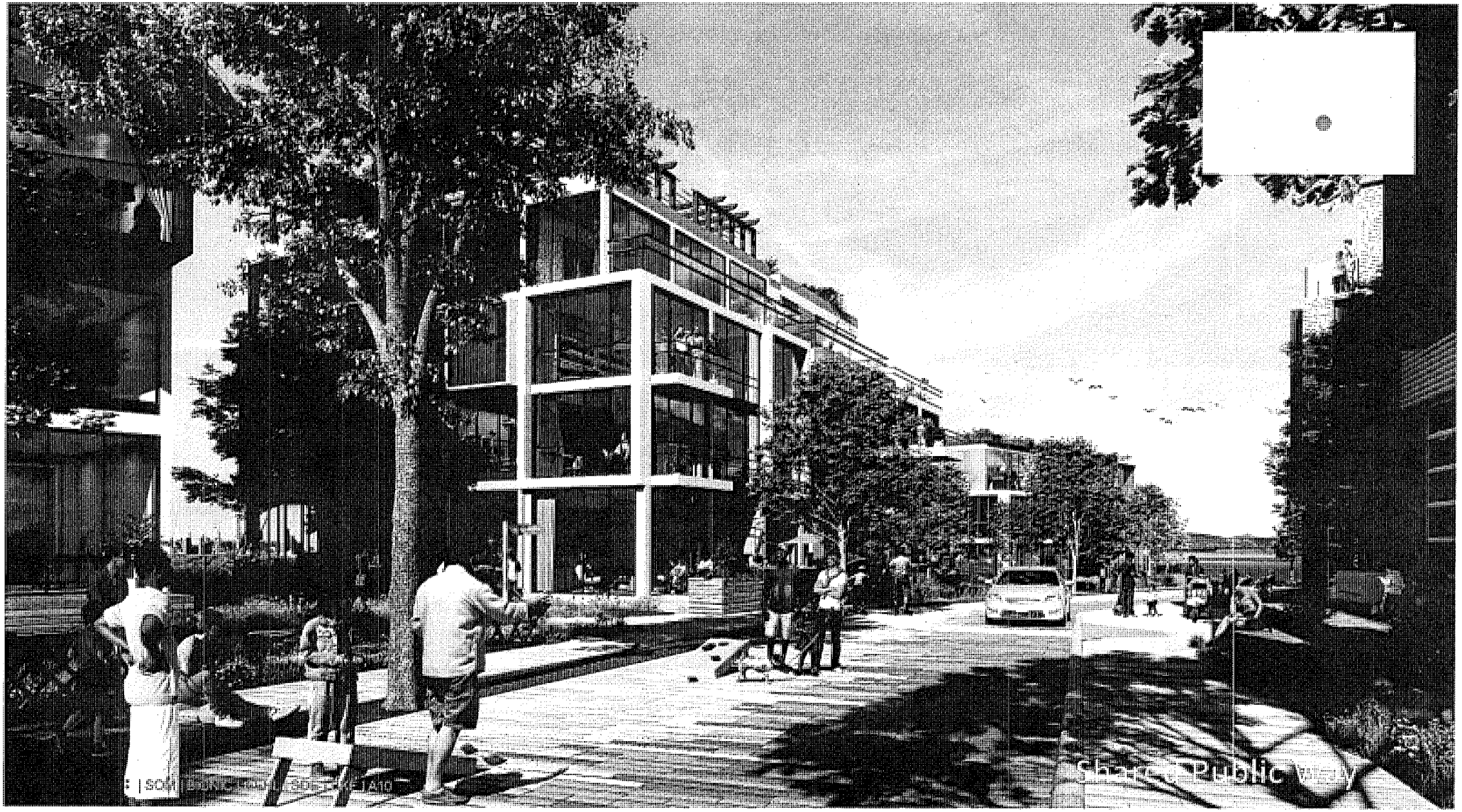
| SOM | BIONIC | GEHL | SPE
Cove Terrace

APPROACHING THE BEACH



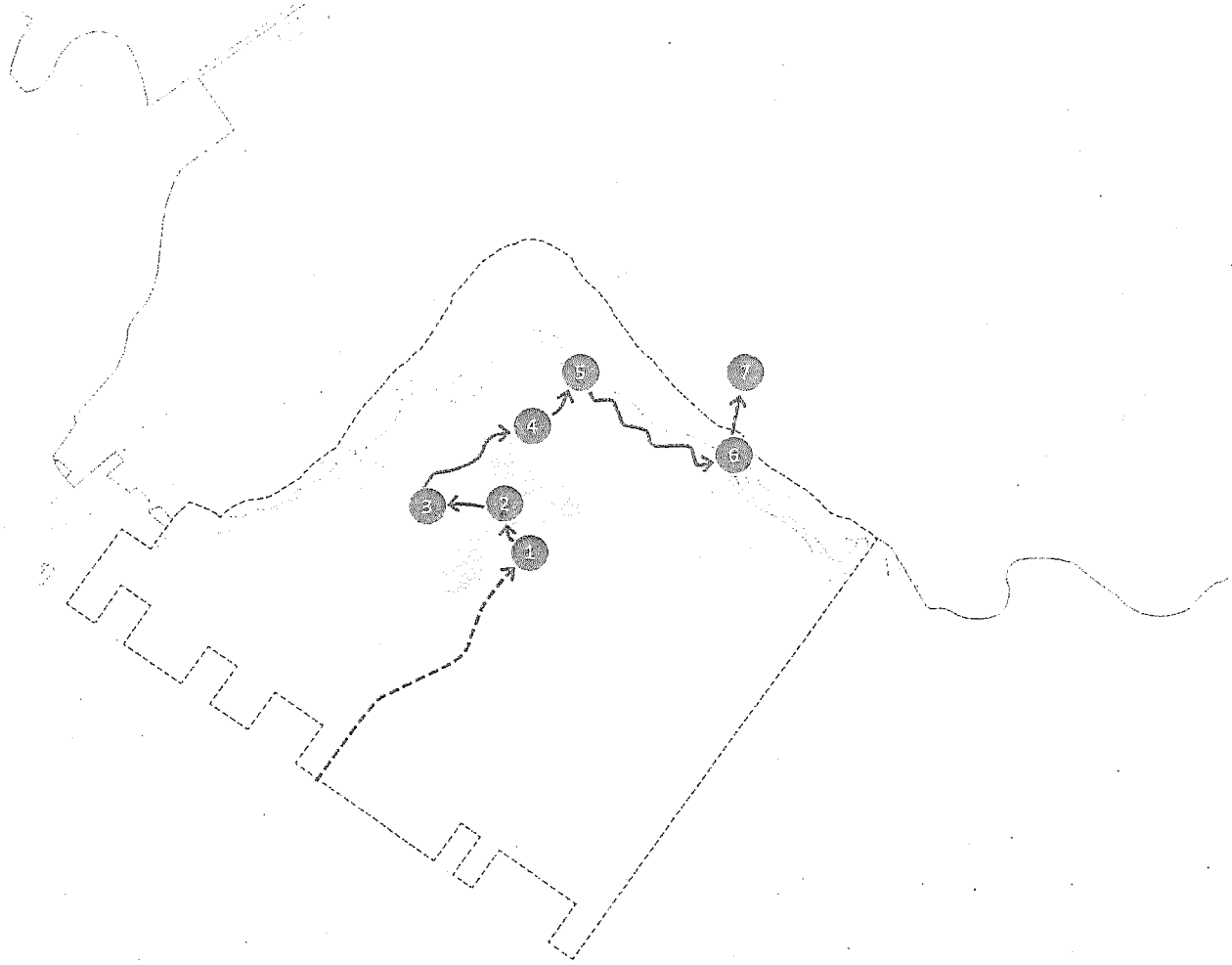
BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

Grove Cafe



SNACK SHACK
BUILD

THE BIG GREEN & SHORELINE

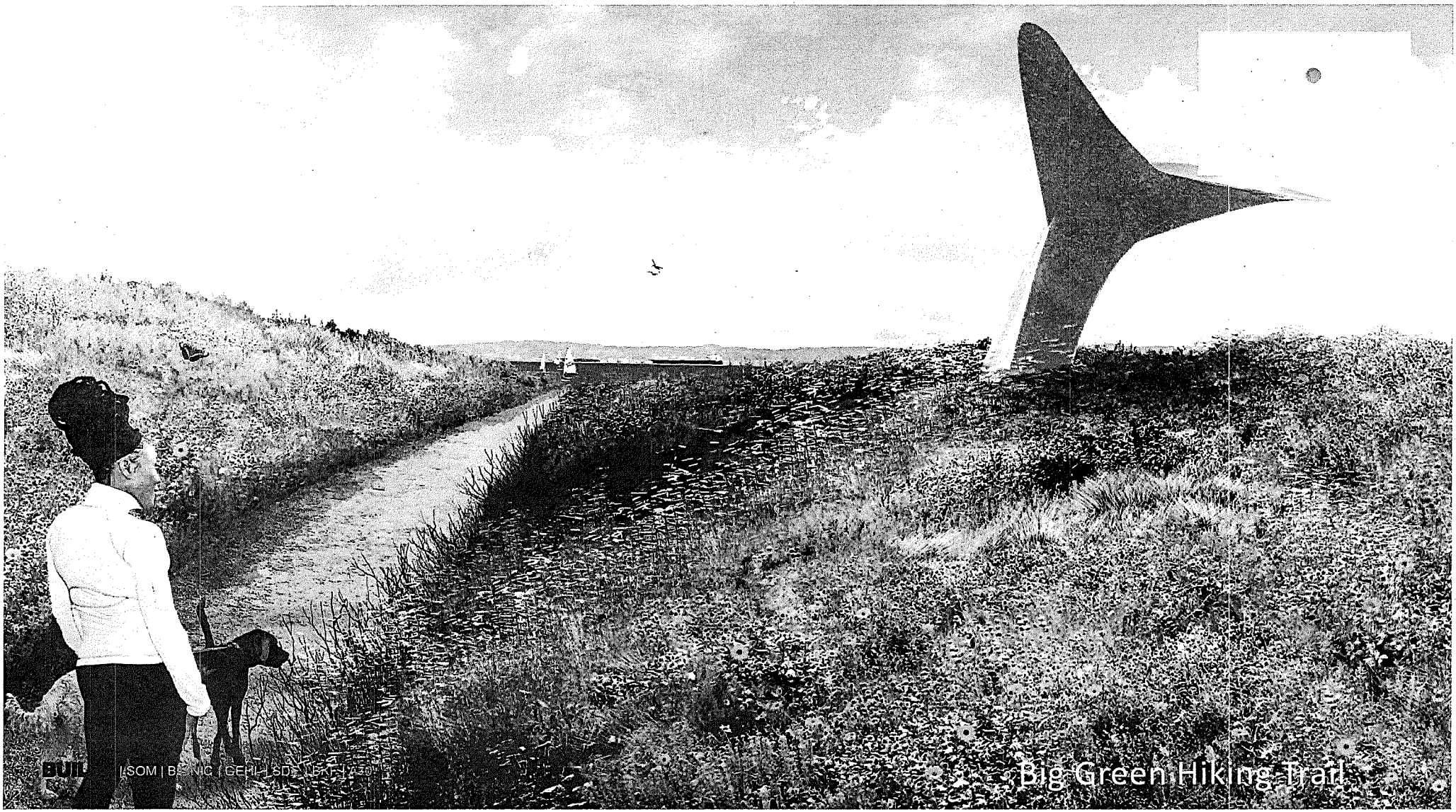


BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

| SOM | BIONIC | GEHL | SDE | BKF | A10

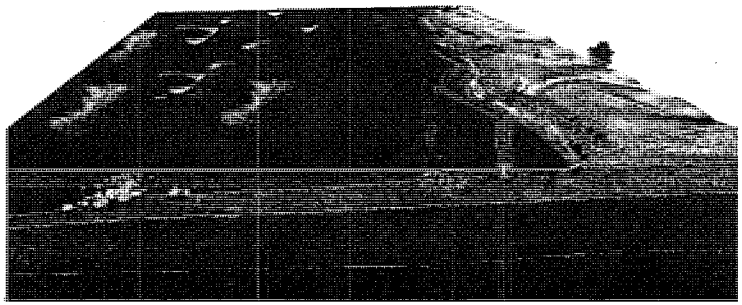
SOM | BIONIC | GEHL | SDE | BMT
Stormwater Treatment

BUILD
Bay Trail

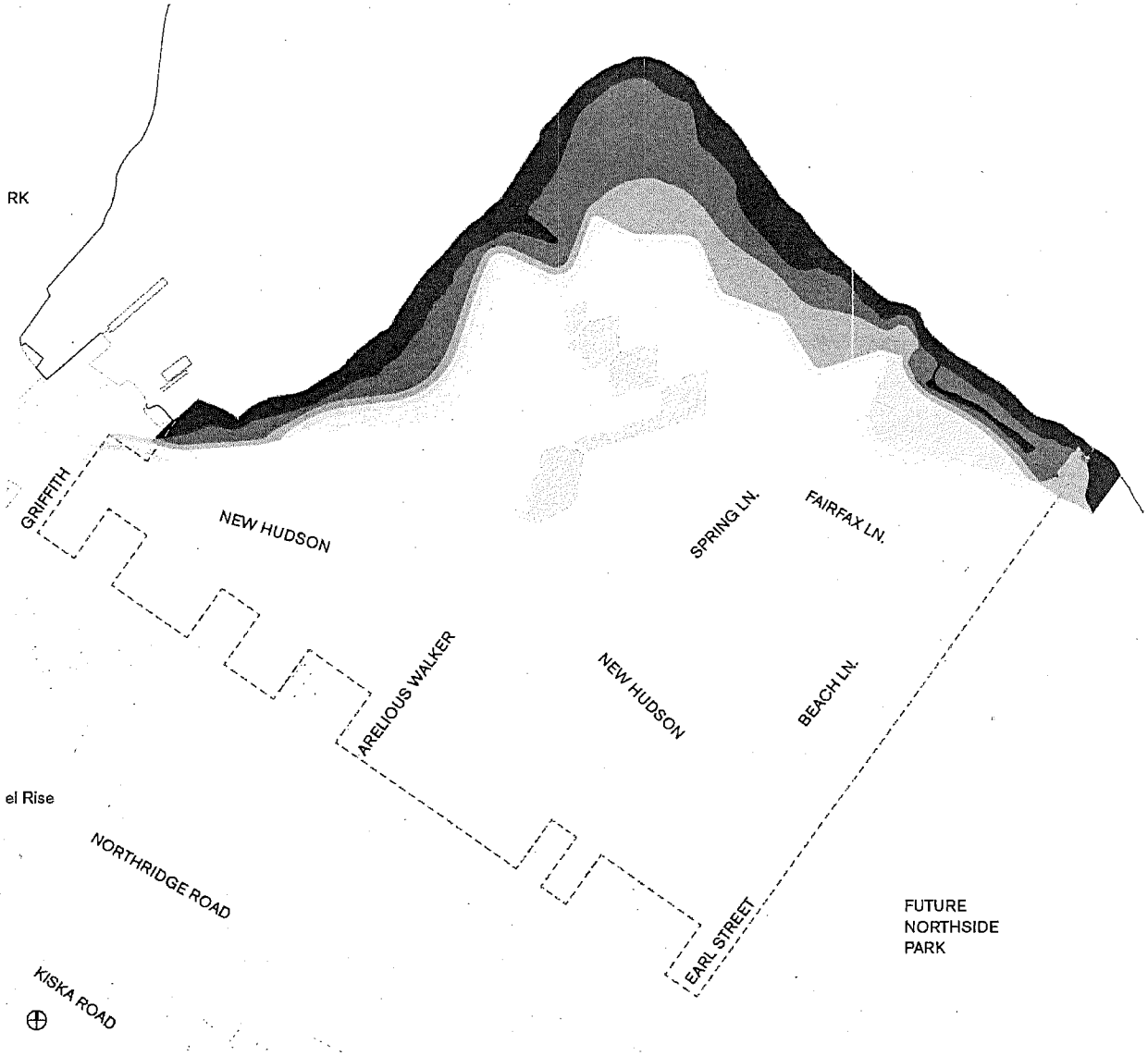

Big Green Hiking Trail

Seasonal Wetlands & Shoreline Berm

SEA LEVEL RISE
Shoreline Improvements



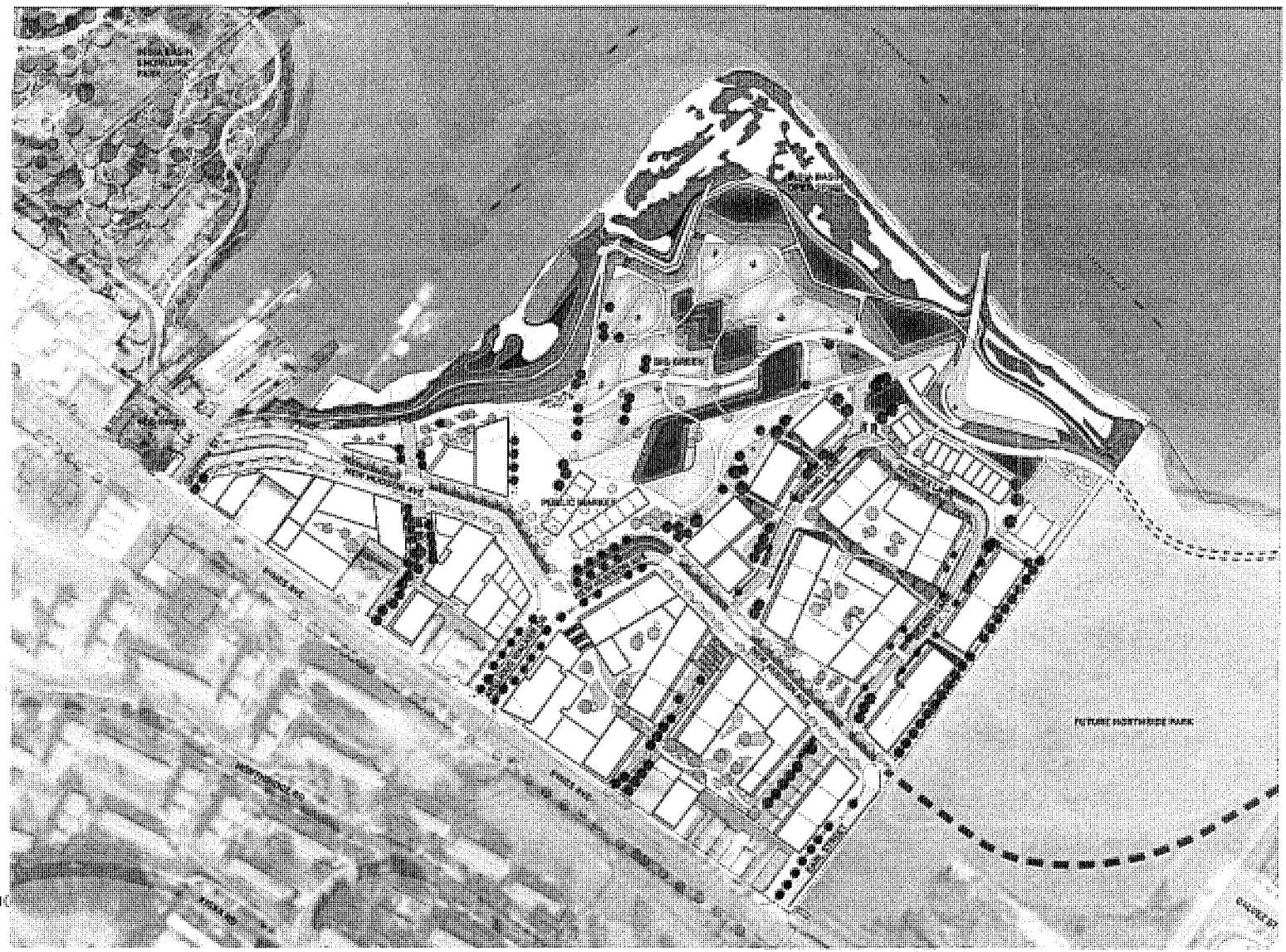
Infrastructure and amenities along shoreline designed to be resilient through at least 100 years of sea level rise.



BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

BUILD
Shoreline Path and City View

PHASING



BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A1

| SOM | BIONIC | GEHL | SDE | BKP | A10

DEVELOPMENT AGREEMENT
Negotiation Framework

HOUSING AFFORDABLITY

EQUITY & DIVERSITY

WORKFORCE DEVELOPMENT

TRANSPORTATION

SEA LEVEL RISE

- *Ensuring equitable and beneficial growth.*
- *Developing a unified negotiation framework.*

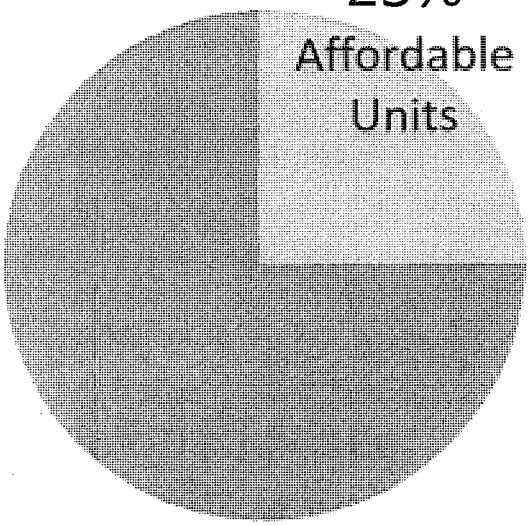
SUSTAINABILITY

OPEN SPACE

BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

DEVELOPMENT AGREEMENT

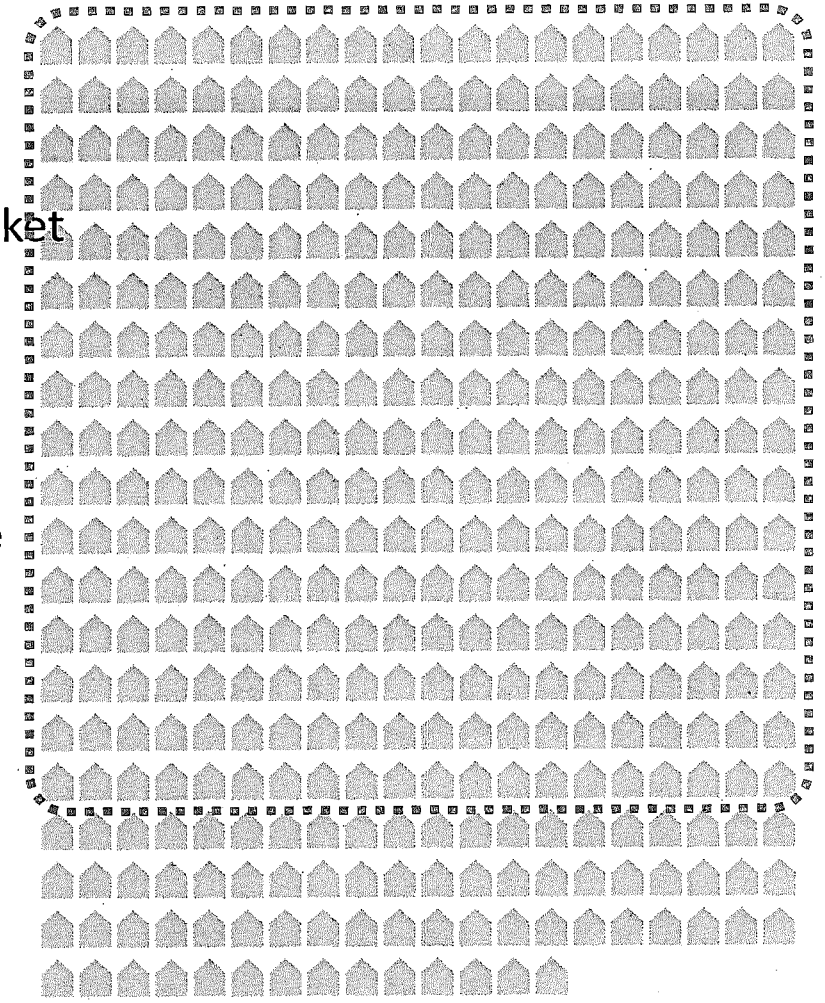
Affordable Housing



394
Below Market Rate

40%
Local Preference

319
Minimum Located on Project Site



BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

DEVELOPMENT AGREEMENT

- 14 Acres new and improved public open space

DEVELOPMENT AGREEMENT
Open Space

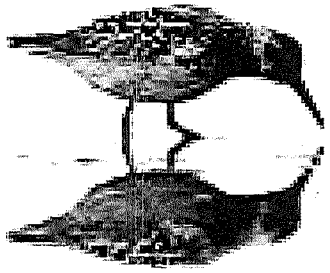
- 14 Acres new and improved public open space
- 1.5 Mile continuous waterfront park

DEVELOPMENT AGREEMENT
Open Space

- 14 Acres new and improved public open space
- 1.5 Mile continuous waterfront park
- $1.5 Million annual operation and maintenance CFD

BUILD: | SOM | BIONIC | GEHL | SDE | BKF | A10

DEVELOPMENT AGREEMENT
Facilities CFD



$43 Million

Community Facilities District
For Future Sea-Level-Rise Mitigation

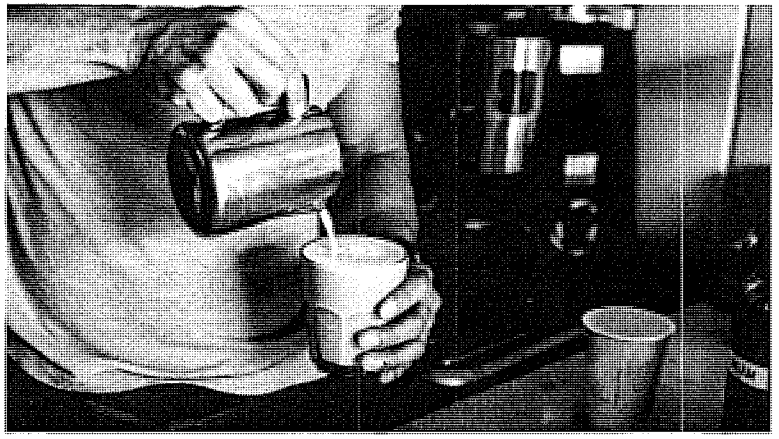
DEVELOPMENT AGREEMENT

Additional Benefits

Onsite childcare facility

$10 Million transit fee contribution

First Source hiring opportunity



17% Local business enterprise goal

www.indiabasinsf.com

BAY AREA AIR QUALITY MANAGEMENT DISTRICT

ALAMEDA COUNTY
John J. Bauters
Pauline Russo Cutter
Scott Haggerty
Nate Miley

CONTRA COSTA COUNTY
John Gioia
David Hudson
(Chair)
Karen Mitchoff
Mark Ross

MARIN COUNTY
Katie Rice
(Vice Chair)

NAPA COUNTY
Brad Wagenknecht

SAN FRANCISCO COUNTY
Rafael Mandelman
Hillary Ronen
Tyrone Jue
(SF Mayor's Appointee)

SAN MATEO COUNTY
David Canepa
Carole Groom
Doug Kim

SANTA CLARA COUNTY
Margaret Abe-Koga
Cindy Chavez
Liz Kniss
Rod G. Sinks
(Secretary)

SOLANO COUNTY
Pete Sanchez
James Spering

SONOMA COUNTY
Teresa Barrett
Shirlee Zane

Jack P. Broadbent
EXECUTIVE OFFICER/APCO

Connect with the
Bay Area Air District:

October 10, 2018

Malia Cohen, President of the Board of Supervisors
Angela Calvillo, Clerk of the Board of Supervisors
City and County of San Francisco
1 Dr. Carlton B Goodlett Place, Room 244
San Francisco, CA 94102

Subject: Air District comments at October 2, 2018 Board Hearing regarding the India Basin Mixed-Use Project EIR Appeal

Dear Ms. Cohen and Ms. Calvillo

Bay Area Air Quality Management District (Air District) staff made public comments at the October 2, 2018 Board Hearing regarding the India Basin EIR Appeal. These comments were regarding the Project's air quality mitigation measures to minimize exposure to fine particulate matter ($PM_{2.5}$) from the Project's construction and operation activities. $PM_{2.5}$ is by far the most harmful air pollutant in the Air District's jurisdiction in terms of public health. Scientific evidence indicates that both long-term and short-term exposure to $PM_{2.5}$ can cause a wide range of health effects, such as aggravating asthma, bronchitis, respiratory and cardio-vascular symptoms, and contributing to heart attacks and death.

Bayview-Hunters Point and other parts of eastern San Francisco experience higher $PM_{2.5}$ levels than much of the region. The combination of higher pollution levels and a community particularly vulnerable to air pollution led the Air District to highlight eastern San Francisco as an impacted community through our Community Air Risk Evaluation (CARE) program and, more recently, through our Community Health Protection Program we are developing in response to AB 617.

In the spirit of protecting public health and in response to the October 10th memo from Lisa Gibson to Angela Calvillo regarding Appeal of the Certification of the Project EIR, we would like to elaborate and clarify on the October 2, 2018 comments as follows:

The Project's analysis and mitigation measures are sufficient

Since the October 2, 2018 Board Hearing, Air District staff has reviewed City staff's responses intended to identify feasible mitigation measures in response to Air District comments at the Board Hearing. Air District staff greatly appreciates City staff's responsiveness to our concerns. Air District staff agrees that the Project's analysis of and mitigation measures for $PM_{2.5}$ concentrations are sufficient. The Project's $PM_{2.5}$ analysis adheres to recommended Air District methods. Where the Project's analysis diverges from Air District methods, the methods are more stringent and, thus, more health protective. These more stringent methods rely on the City's Community Risk Reduction Plan and Project-specific emissions analysis. In sum, the result is a rigorous and highly health-protective analysis of both background and Project-specific emissions.

Air District supports mixed-use and infill projects

The Air District has long recognized the importance of mixed-use and infill projects, such as this Project, to help the Bay Area reach its air quality goals. Mixed-use and infill projects that provide jobs and housing in urban areas with excellent access to transit and short distances between residential, employment, retail, and recreational uses help to reduce transportation emissions. Transportation emissions include criteria air pollutants (including $PM_{2.5}$), greenhouse gas emissions, and diesel particulate matter and other toxic air contaminants. For more information about the Air District's work to support mixed-use and infill development while protecting public health, please see the guidebook *Planning Healthy Places* (2016) and the 2017 Clean Air Plan: *Spare the Air, Cool the Climate*.

The Air District and City staff have an excellent partnership

As stated at the October 2, 2018 Board Hearing, the City has been a great partner to the Air District. In addition to adopting a Greenhouse Gas Reduction Strategy, the City is the only jurisdiction within the Air District to implement rigorous health protective policies within the rubric of a citywide Community Risk Reduction Plan to reduce the health impacts of air pollution citywide (and particularly for vulnerable populations). The City's risk reduction efforts to require new residential construction projects located in the City's Air Pollution Exposure Zones to install enhanced ventilation to protect residents from air pollution, the City has also adopted a Construction Dust Control Ordinance and the Clean Construction Ordinance. Air District staff greatly appreciates San Francisco's commitment to reducing air pollution emissions and exposure. City staff's response to Air District's concerns the week of October 1, 2018 about the Project is just another example of staff's responsiveness and flexibility.

Air District staff approaches this collaboration as technical experts on air pollution and climate issues. We do not make land use decisions; that is the appropriate role for City staff and decision makers. We are committed to continue to work with you to assure that air quality, health, and climate impacts are analyzed correctly and minimized to the greatest extent possible.

In sum, Air District staff greatly appreciates the opportunity to work with the City to address air quality impacts on this Project and others. We look forward to a meeting with City staff soon to discuss ways the Air District and City can work to improve our air quality consultation process. If you have any further questions about the Air District's review of this Project, please contact Alison Kirk, Senior Planner, at (415) 749-5169 or akirk@baaqmd.gov.

Sincerely,

Greg Nudd
Deputy Air Pollution Control Officer

Cc: BAAQMD Director Tyrone Jue
BAAQMD Director Rafael Mandelman
BAAQMD Director Hillary Ronen
Lisa Gibson, Environmental Review Officer

October 15, 2018

Re: India Basin Development Agreement "Housing Plan"

Supervisors,

The Council of Community Housing Organizations does not have a formal position supporting or opposing the India Basin development project, but we do wish to provide some comments for your consideration regarding the proposed Housing Plan for the project.

Exhibit H of the Development Agreement proposes 1,575 total units, with 25% of all residential units built within the project site as inclusionary units, affordable units on their own sites, or a portion of this requirement may be met through in lieu fees. If provided onsite, that's 394 affordable units.

As always with affordability deals, the devilish details are important to review closely. There are three primary issues we flag for your consideration: 1.) on-site housing affordability levels are inconsistent with the City's Inclusionary housing standards, 2.) no obligation to provide development sites for 100% affordable housing, 3.) effective net *reduction* in the 25% affordability through allowed in lieu fee option.

<u>Affordability levels inconsistent with the City's inclusionary housing standards</u>.

The affordable housing plan only requires that the total of all units meet an average of 110% AMI for rentals and 120% AMI for condos. There is no obligation to have even a single low-income unit (below 80%AMI) on site. By contrast, the Citywide Inclusionary Housing standard has three tiers of units – 55%AMI; 80%AMI; 110%AMI—with the average across the entire Inclusionary requirement being 75%AMI. Ownership inclusionary units also have three tiers at 80%AMI; 105%AMI; 130%AMI—not a single fixed average for all units. The proposed India Basin deal is a significantly different, higher-income inclusionary housing standard than what developments across the rest of the City are required to provide to meet a range of household income needs. If provided as inclusionary onsite, it would thus make sense that the India Basin units should follow the citywide Inclusionary Housing rules as described in Sec 415, in order to meet a range of incomes. Otherwise, as currently written, ALL affordable units could be provided at 110% or 120% AMI. For comparison, according to the MOHCD 2018 AMI table, the "affordable" price at those levels would be targeted to individuals earning between $91,000 and $100,000.

<u>No obligation to provide development sites for affordable housing</u>.

The affordable housing plan has no obligation to provide a site to the city for nonprofit development, just an option (instead of some of the inclusionary units) for 'up to three' sites at the

developer's discretion (Exhibit H, Page 7). To create a diverse balance of affordability, it would make sense that the plan include a clear requirement for three dedicated sites, with an RFP process to select community based nonprofit developers for these sites with local engagement and experience.

Effective net *Reduction* in affordability through allowed in lieu fee option.

The affordable housing plan allows a portion of the 25% affordable requirement to be fulfilled through in-lieu fee payments (Exhibit H, page 10), generating fees for up to 75 offsite affordable units that can be satisfied through either new construction or acquisition rehabilitation exclusively in Supervisor District 10. While options to provide funding in the broader District 10 are a good goal, the method of calculating this does not maintain equivalency with the value of the on-site Inclusionary units. By allowing an INCREASE in on-site market-rate housing, the fee-out actually results in a net *reduction* of affordability and a cost reduction to the developer. In order to maintain the total 25% affordable obligation, the in-lieu payment would need to be sufficient funding for 100 offsite units. Moreover, the fee methodology should not undercut the citywide fee calculation, which as you know is currently at 30% for rentals and 33% for condos. Following is our calculation:

- Onsite option: (394 affordable) / 1575 total = 25%
- On/Offsite option: (319 onsite + **100 offsite**) / 1675 total = 25%

As an alternative, the following changes to the India Basin Development Agreement's Housing Plan could better meet the concerns laid out above, and would serve a full range of affordable housing needs by income and household size.

1. The Housing Plan could require that any onsite inclusionary units meet either the three tiers and overall average AMI specified in the citywide Inclusionary policy, or, if an "averaging" approach is preferred, the following scale:
    a. For studios and 1-BR units, an average AMI up to 80% AMI, with units spread evenly in a range from 60% AMI to 100% AMI.
    b. For 2-BR and larger units, an average AMI up to 100% AMI, with units spread evenly in a range from 60% AMI to 140% AMI.
    c. A minimum of 40% of inclusionary units to be 2-BR or larger, with 10% 3-BR or larger.

2. The Housing Plan could specify that sites for 100% affordable housing, with minimum site capacity for 200 units, shall be dedicated to the City as development-ready pads, to be issued as RFQs/RFPs by MOHCD to a community based nonprofit affordable housing developer with local experience and community engagement. These units would serve income levels up to 60% AMI.

3. The Housing Plan could specify equivalency between onsite and in lieu fee obligations, by requiring that any reduction in onsite units through in lieu fees should result in funding for an equivalent of 1.33 offsite units, using the same fee scale as required for projects citywide.

Sincerely,

Fernando Martí and Peter Cohen
Co-directors, Council of Community Housing Organizations

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180816

From: Board of Supervisors, (BOS)
Sent: Thursday, October 18, 2018 12:11 PM
To: Major, Erica (BOS)
Subject: FW: PRESS RELEASE: India Basin Open Space Plan Moves Forward

From: RPD Communications (REC)
Sent: Tuesday, October 16, 2018 5:35 PM
Subject: PRESS RELEASE: India Basin Open Space Plan Moves Forward

FOR IMMEDIATE RELEASE

Oct. 16, 2018

Contact:

SF Rec and Park Department's Communications Office

RPDCommunications@sfgov.org

India Basin Open Space Plan Moves Forward

SAN FRANCISCO – A plan to revitalize a network of waterfront open space in the city's southeast by rehabilitating and uniting several poorly conditioned existing open spaces into a single, seamless design received approval by the San Francisco Board of Supervisors today.

Supervisors voted to certify the environmental impact report for the India Basin waterfront project, which will combine 900 Innes Ave, a long-vacant bayside lot the City acquired in 2014, with two existing parks that border it: India Basin Shoreline Park and India Basin Shoreline Open Space, both of which would undergo significant improvements. The resulting 8-acre waterfront park would connect the Bay Trail and provide open spaces, trails and unrivaled recreational opportunities for residents. The plan is a collaboration between the San Francisco Recreation and Park Department, Build Inc, the Trust for Public Land, the San Francisco Parks Alliance, Parks 94124, the A. Phillip Randolph Institute, Young Community Developers, the India Basin Neighborhood Association and many other neighborhood and park serving organizations.

"India Basin will transform an abandoned industrial site into an important community space that will serve Bayview residents and visitors from across the Bay Area," said Mayor London N. Breed. "I want to thank Rec

& Parks, the numerous community organizations, and Bayview residents for their hard work to make this plan a reality."

Supervisor Malia Cohen, who represents the area, stressed the urgency and importance of the project. "The India Basin Park, which has the best views in the City, is the long overdue crown jewel of San Francisco's waterfront park system," Cohen said. "The Bayview-Hunters Point and India Basin community will finally gain much-deserved space for active recreation, to take a stroll, or to have a family barbecue. I'm proud to see this project move forward, benefiting our D10 community and the City as a whole."

San Francisco Recreation and Park Department General Manager Phil Ginsburg envisions the completed India Basin project as "one of the most important park projects in modern San Francisco history."

"India Basin provides an incredible opportunity to transform an industrial segment of the southern waterfront that has long been neglected into a beautiful network of parks that will be a source of health and recreation, economic and workforce development, environmental stewardship and joy for Bayview and India Basin neighborhood residents. Equity and public access have been the driving force behind every detail of this plan," Ginsburg said.

Today's approval represents an important step in realizing the comprehensive plan.

"Bayview-Hunters Point and India Basin residents deserve access to a beautiful and clean shoreline park that reflects their values and provides more opportunities to play, be healthy and connect to nature and each other. There is still a long road ahead to make this vision a reality and this a significant milestone in the process," said Alejandra Chiesa, Bay Area program director for The Trust for Public Land.

More than 30 Bayview community stakeholders, regional organizations and local property owners guided the programming and design process. The plan will connect the residents of public housing, now isolated on the hills, with the coastline. Vendors will offer healthy food choices historically lacking in the neighborhood. The Shop, a remnant of the site's long-ago life as a boatyard, will nurture the next generation of makers through boat building workshops and other creative and life skills classes.

"The Parks Alliance has long advocated for creating much needed open space for southeast residents. We look forward to continue working with the surrounding communities, city and property owners to ensure these parks

and open spaces reflect the needs of the local residents and are an extension of the surrounding neighborhoods," said San Francisco Parks Alliance CEO Drew Becher.

Neighborhood advocates also cheered Tuesday's development.

Maya Rodgers, co-founder of Parks 94124, a non-profit organization that advocates for open space and recreation in Bayview-Hunters Point, called the India Basin project "an example of demonstrated commitment and collaboration in a tenuous economic climate."

"The juxtaposition of open space and urban space is innovative and exciting," Rodgers said. "The Bayview-Hunters Point neighborhood needs more open space, the sheer density of the area requires it. The India Basin project has the potential to create opportunities for positive exposure to and of this neighborhood amidst a long history of marginalization and inequity."

It was a sentiment shared by Jacqueline Flin, executive director of the A. Phillip Randolph Institute San Francisco.

"The India Basin Project brings much needed beautification and public assets to the historically neglected southeast shoreline," Flin said. "Bayview is vastly diverse and eclectic. This project is designed with families that currently live in Bayview. In addition to protecting and restoring our natural shoreline, future generations of families will continue to benefit with gorgeous open space for our City's youth to play, grow, and thrive."

The 5.6-acre India Basin Shoreline Park, which is currently used by local residents, will be redesigned to better serve the community, including the installation of enhanced playground and recreational facilities, biking and walking paths.

Remediation and grading of the site is $11.5 million, $5 million of which will be covered by Measure AA funds. Funding has also been provided by the California Coastal Conservancy, EPA grants, the Trust for Public Lands, Build Inc, San Francisco Parks Alliance, and the city's Open Space Acquisition Fund and General Fund.

SF Rec & Parks is also partnering with Hunters Point Family, which provides employment opportunities for low income African American residents of the Bayview-Hunters Point community. Through an EPA Brownfield Cleanup Grant, Hunters Point Family has already trained more than 60 students in environmental

remediation and intends to place at least 80 percent of graduates in environmental remediation jobs, many of which will be at 900 Innes.

"We are very excited to engage in the work of restoring the community through restoring and healing the land alongside our partners at the San Francisco Recreation and Park Department," said Hunters Bay Family Executive Director and Founder Lena Miller. "We are providing career pathways for some of our community's residents who have been most impacted by environmental pollution, thereby becoming the change we wish to see in the world."

The Port of San Francisco, along with the City's Planning Department and Office of Community Investment and Infrastructure also played vital roles in the India Basin Project.

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From: Board of Supervisors, (BOS)
Sent: Monday, October 15, 2018 8:30 AM
To: BOS-Supervisors; Major, Erica (BOS)
Subject: FW: India Basin Project Support
Attachments: India Basin Support.docx

From: Sean Karlin [mailto:sean.karlin@gmail.com]
Sent: Sunday, October 14, 2018 6:28 PM
To: Cohen, Malia (BOS) <malia.cohen@sfgov.org>; Calvillo, Angela (BOS) <angela.calvillo@sfgov.org>; IBNA board <ibnabod@googlegroups.com>; Victoria Lehman <victoria@bldsf.com>
Subject: India Basin Project Support

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Board of Supervisors,

I have written a letter of support for the India Basin mixed-use development project. In case I cannot make the Tuesday meeting in person, I did want my support for Build Inc's proposed project know to the board.
My letter is attached.

Thank you,
Sean D. Karlin
415.265.8691 m.

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October 14, 2018

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

Dear San Francisco Board of Supervisors,

I write this letter in support of the development project that Build Inc. is requesting permission to construct in India Basin. I speak as a homeowner, long time community activist, and, together with my wife Orli Damari, a resident of Innes Ave since 2005.

Our city needs more housing and India Basin is one of the few neighborhoods that has space to build in. And Build Inc. is one of the few developers that invested time doing a qualitative study of the community. We were impressed when they came to meet the folks who live here, spent time at meeting after meeting to find out what we needed – or just wanted, in our neighborhood. What our vision for a future India Basin looked like. We have been in a conversation with them since 2014 when they purchased the land and those of us who live here are, for the most part, very pleased with the vision they have offered us.

I look forward to a mix of market rate *and* affordable housing, retail shops and restaurants, the activation of an amazing waterfront park, safe walkways, sidewalks and bike paths, all the benefits of an active growing community. For all these reasons, and more I support Build Inc. in this endeavor.

The India Basin community has seen many changes over the years and we expect to see more over the next few years. We accept that change is an inevitable part of our city's success and desirability, which came about in no small part thanks to you, our community's leadership. Build has been a great partner, I hope you too will support approval of the Environmental Impact Report and zoning changes for the India Basin project.

Thank you
Sean Karlin
732 Innes Ave
San Francisco, Ca. 94124

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10/01/18
SUBMITTED + PRESENTED

The Yerba Buena Neighborhood Consortium
c/o 230 Fourth St. San Francisco, CA 94107

BUILD INC'S INDIA BASIN PROJECT AFFORDADBLE HOUSING SCAM

The proposed City Development Agreement with Build Inc. is a huge Rip Off that cheats the City's Inclusionary Affordable Housing law several different ways.

In theory, 25% of the Project's total 1575 housing units must be affordable, that is, 394 BMR units. But the developer can "elect" (do whatever they choose) to meet this requirement by:

(1) 'Giving' the City three affordable housing sites for 180 of those affordable units. If that land is worth $250,000 per unit for the City, that is the same as giving the City a $45,000,000 housing fee, which satisfies the developer's 25% affordable housing obligation for 540 of the project's market rate units.

(2) Paying a "in lieu" fee for 300 more of the project's market rate housing units @ $61/ft. The maximum average size of all project units is 956/ft per unit, so that equal a maximum fee of $17,494,800, and will satisfy the developer's 25% affordable housing obligation for 75 affordable units. **But under the current City rules, 300 such 2BR market rate units would require a fee of $366,369 per unit for 30% of that number of market units, that is 90 units, which would total $32,973,210 - $15,478,390 more!**

(3) So by giving this land to the City plus paying the fee for 300 market rate units for a grand total cost of $62,500,000 – **equal to just $245,000 per affordable unit, NOT the $366,369 per unit City fee rate** - the developer can reduce the amount of on-site affordable housing it must provide to just 139 affordable units + 1256 market rate units + the 180 affordable units on the City sites.

(4) And the 139 minimum affordable units the developer still must build are **88 more less-costly middle income affordable units** @ 110%AMI than the 41 maximum such units the current City Inclusionary Affordable Housing Ordinance would require for the entire project.

(5) And the maximum 180 very-low/low income units @ 55%/80%AMI the City can develop on the 3 sites it gets are **104 fewer very-low/low income units** than the 284 such units the current City Inclusionary Affordable Housing Ordinance would require for the entire project.

<u>Bottom line:</u> Build Inc. winds up paying **only 2/3 of the affordable housing fee rates** other developments in the City would be required to pay under the Inclusionary Law. And it also does not have to provide any of the more costly low income affordable housing that other projects must provide. **This is a total Sweetheart Deal for Build Inc. – and a Bad Deal for Our City!**

October 1 2018

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1/24/18
SUBMITTED IN COMM

Hello members of the Land Use and Transportation Committee,

My name is Jesus Flores, I am the operations manager at Archimedes Banya; we are one of the buildings that is directly adjacent to the proposed project. As a committee today you are here to amend the general plan to revise the bayview hunters point area plan and the urban design, commerce and industry , and recreation and open space elements, to reflect the India basin Mixed Use project. In addition the ordinance amending the planning code to establish the India Basin Special use district by changing the zoning designations, height districts and the india basin special use district. Lastly approving a development agreement between the City and county of san francisco and India Basin Investment LLc that would cover a 28 acre project which some believe have various public benefits of including 25% affordable housing and 11 acre parks and open space all while making sure things fall under the California Environmental Quality Act and that the findings conform with the General Plan. I am here to appeal to you that such ordinance amendments should be further investigated, discussed and not amended today because of the significant and unavoidable negative impacts to not only Archimedes Banya but the community of India Basin Bayview and Hunters Point.

Before getting into the reasons why such ordinance amendments would have a significant and unavoidable negative impact to Archimedes Banya and the community which would not adhere to the California Environmental Quality Act. I would like to inform you a little about the Banya."We, at Archimedes Banya SF (the Banya), are committed to improving the quality of life for all that live in the nearby community and residents and visitors of the whole SF Bay Area. TheBanya is a Russian/German/Scandinavian style bathhouse, the only one of its kind in the Bay Area. It is not only a place for people to experience Russian/German/Scandinavian cultures, it has quickly become a cultural institution and tourist destination in San Francisco. The Banya is a place where people of all ages, genders, ethnic and cultural backgrounds convene to relax, socialize, and improve their health. It uniquely attracts visitors to Hunters Point, a destination in San Francisco that was previously avoided by visitors and locals alike. Thus, the Banya has contributed to the vibrancy of the neighborhood that has been unprecedented by any other Business in the area." We are a place where people can forget that they are in a bustling city and get away from there every day routine.

To start off I would like to discuss with you the negative effects that this building will have if you allow the zoning to change to a Special Use District, which would allow for two 14 story and various other 6 7 8 story building in the area that would engulf Archimedes Banya. I strongly urge this committee to maintain the current zoning of MC ! and NC 2 which would keep the height at 40 feet throughout the project. When we first started coming to these public meetings with the planning commission about the EIR we wanted to first off be included in the report. Not one mention of Archimedes Banya was included or the effects this project would have on our business. Then after we came again to stop the Revised EIR from being passed because then we were just referred to as a commercial / residential dwelling unit. The adverse effects were again not discussed in the revised version. I know some people from build have spoken with the owner Dr. Mikhail Brodsky but have any of you come and used our facility. It is more than just a commercial/residential dwelling unit. It a space were citizens come to heal their body and relax.

If you were to change the zoning heights for this project and allow these buildings to engulf us you would drastically impact the wind speeds and duration of hazardous winds and in turn negatively impact the ventilation of our building. As stated in the revised EIR "The EIR concluded that the proposed project would result in a substantial increase in the wind speed and duration of hazardous winds at the project site and in its vicinity, which would substantially affect public areas or outdoor recreation facilities and result in a significant and unavoidable wind impact". Now Mitigation measures were introduced M-WI-1a, M-WI-1b, and M-WI-1c these discussed wind impact analysis and mitigation for buildings over 100 ft, temporary wind reduction measures during construction and reduce effects of ground level hazardous winds through ongoing review. Unfortunately again as stated in the revised EIR which was passed in it it stated" Implementation of these mitigation measures would not reduce the proposed project's wind impact to a less-than-significant level. Therefore, the Draft EIR concluded that the proposed project's wind impact would be significant and unavoidable with mitigation" and then it went to summarize "Impacts of the revised proposed project would be the same as the proposed project's impacts described in the EIR. The impacts of the revised proposed project related to wind would be significant and unavoidable with mitigation." High winds effect Archimedes Banya ventilation system. If i can quickly summarize in our facility we have two parikas , these are russian style sauna that involve humidity. Now if winds increase that means the air duct on our roof would have more wind going into the saunas and would cause the humidity and the temperature to be reduce and those are two main key components that you need when enjoying our facility. I can also get into how you would remove our customers privacy as well. People enjoy our roof to sun bath and do so in the nude at times. But getting past just the privacy that will be infringed upon I would like to continue because of these negative wind impacts I believe you should look how the air quality will be even more drastic.

Now the revised proposed project would not propose any changes to building envelopes or locations. With that i would like to mention that the air quality is going to have negative impacts on Archimedes Banya and the community. Mitigation measures were introduced to M-AQ-1a, 1b, 1c, and 1d. These were said to minimized off/on road construction equipment emission , utilize best available control technology for in water construction equipment, and offset emissions for construction and operation o zonone precursor (Nox and RoG) emission . As stated in the in the revised EIR that was passed "Mitigation Measures M-AQ-1a through M-AQ-1d would be implemented to reduce construction-related emissions of oxides of nitrogen (NOX) to the greatest extent feasible. However, even with the implementation of those mitigation measures, the proposed project would violate an air quality standard, contribute to an existing or projected air quality violation, and cause a cumulatively considerable net increase in criteria air pollutants during construction." the revised proposed project would have the same construction activities as the proposed project. Although the revised proposed project would result in a similar daily estimate or slight decrease in operational vehicle trips, overall impacts related to the combined construction-related and operational emissions would be significant and unavoidable with mitigation, the same impact conclusion as reported in the Draft EIR for the proposed project. Now how can you allow that harmful emission go into the community that its members have already been reported to have more ailment because of the navy yard being there for years and now you want to introduce new containments and not only that the Banya guest come to heal there bodies and you would want them breath in this air that is literally less than 5 feet in either direction.

Now since my time might be coming to a close i would like to address the biggest flaw and issue of why this project would not be in accordance to the safety of our environment and the CEQA and that this committee on land use and transportation should further investigate the plot before amending these ordinances. Is that the cancer risk for continuing this project will be high even with mitigation as stated " the impact of the proposed project related to concentrations of particulate matter less than or equal to 2.5 micrometers in diameter (PM2.5) during construction would be significant and unavoidable because of haul truck traffic and construction equipment emissions. In terms of building square footage, the amount of construction would be the same under the revised proposed project as under the proposed project. Construction-related and operational activities associated with the proposed project would result in increases in emissions of diesel particulate matter (PM) that would affect lifetime excess cancer risk for both on- and off-site receptors. Overall, impacts of the revised proposed project would be the same as the proposed project's impacts described in the Draft EIR. Impacts of the revised proposed project on air quality would be significant and unavoidable with mitigation. To add to this just recently radioactive objects were found less than a quarter mile from our location at the Navy Yards parcel A as stated in the SF Chronicle in an article by Jason Fagone and Cynthia Dizikes . I have worked at Archimedes since it open and i have seen that development go up as well. I know that teams from that site would dump dirt over in the project site we are currently discussing. In the EIR soil samples were only done on the surface, the plot of the proposed project has been getting filled for over half a century with other contaminants. Further soil sample should be taken as well especially since back in 1999 soil samples were done by Trans Pacific Geotechnical Consultants and found traces of lead and other minerals and gases.

I am appealing to you members of this committee Tang, Klm, and Safai to further investigate the land use of this India Basin Mixed Used Project to not move forward with amending these ordinances. Further investigation should be done on the effects it will have on the community and my business. You are allowing a community to be greatly affected. If you amend these today you are saying you are ok with giving members of the community cancer and other health related illness all for a few hundred units of houses that won't even be affordable to those that live in the neighborhood you are going to devastate. If you truly wanted to help the community Build should not have removed the school or better yet allow for a higher amount of so called affordable housing. If this project was to be done in your district and you were aware of the negative impacts. I would expect for you not to allow it to continue. You all have strived to better the lives of families in San Francisco other communities so don't hurt the lives of those in this community.

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9/24/18
SUBMITTED IN COMMITTEE

Presented by Mikhail Brodsky to SF Land Use and Transportation Committee on 9/24/2018

The main part of the 700 Innes Ave. property originally was zoned M-1, Light Industrial, for many reasons that should be respected. Almost all area of proposed construction is a low-density landfill made from residuals from Hunters Point / Potrero Hill constructions, (http://www.foundsf.org/index.php?title=India_Basin_and_the_Southeast_Bayshore) during 1960-70s. The soil is contaminated with petroleum hydrocarbon and heavy metals: lead and chromium (both 10 times of the threshold level, **see attached soils report**). That study was performed just on the edge of the landfill and the contamination is expected to be much worse closer to the Bay. The facts were provided to the Planning Committee but ignored in the EIR and the committee conclusion. The landfill is very unstable for heavy construction and the water level is just 2 feet below surface. There are no utilities on the lot. The main sewer line (already overloaded) is 18 foot above the property on Innes Ave., so to service more than 1500 residential units a sewer treatment plant and powerful pumps are required on the property to properly pump it up. It was not sufficiently discussed in the EIR. Also the sewer pipes cannot be secured on the landfill and become a real danger in case of even a small earthquake.

The EIR presented by developers is ignoring the impact of lead and chromium diffusion from soil through water pipes to the quality of water that will be used by future residents of the projected houses. Diffusion is the net movement of molecules or atoms from a region of high concentration (or high chemical potential) to a region of low concentration (or low chemical potential) as a result of random motion of the molecules or atoms. Diffusion is driven by a gradient in chemical potential of the diffusing species. The diffusion in metals is especially aggressive see https://pubs.acs.org/doi/abs/10.1021/ie50616a039?journalCode=iechad and lead is know to be deadly dangerous for people see https://www.mayoclinic.org/diseases-conditions/lead-poisoning/symptoms-causes/syc-20354717. Similar effect resulted in contamination by lead in drinking water of Hunters Point consumed by members of SFPD (see publication: "Navy failed to alert San Francisco to tainted shipyard water, documents show" in SF Chronicle, August 3, 2018).

More, the presents of lead and chromium in the salt water saturating the fill below its surface creates enormous danger to the metal rods needed for up to 50 foot long concrete piles that have to be main structure to support the 7 story buildings. The concrete is porous and allows the salt-water contact the rods. This will create an electric pair intensifying the rods corrosion (see: *https://www.nace.org/Corrosion-Central/Corrosion-101/Galvanic-Corrosion/* and similar rod corrosion has been already observed in the new Bay Bridge.

MBrodsky 9/24/2018

TRANS PACIFIC GEOTECHNICAL CONSULTANTS, INC.

445 GRANT AVENUE, SUITE 403, SAN FRANCISCO, CALIFORNIA 94108-3249
TELEPHONE: (415) 788-8627 FAX: (415) 788-3121

REPORT
SOIL SAMPLING AND CHEMICAL TESTING
PROPOSED RUSSIAN SPA
ASSESSOR'S BLOCK 4644, LOT 5A
INNES AVENUE
SAN FRANCISCO, CALIFORNIA

OUR JOB NO. 1535-001

JUNE 28, 1999

TRANS PACIFIC GEOTECHNICAL CONSULTANTS, INC.

445 GRANT AVENUE, SUITE 403, SAN FRANCISCO, CALIFORNIA 94108-3249
TELEPHONE: (415) 788-8627 FAX: (415) 788-3121

June 28, 1999

Our Job No. 1535-001

Banya 2000
1600 Shattuck Avenue, #214-II
Berkeley, California 94709

Attention: Mr. Reinhard Imhof

Ladies and Gentlemen:

Report
Soil Sampling and Chemical Testing
Proposed Russian Spa
Assessor's Block 4644, Lot 5A
Innes Avenue
San Francisco, California

This report presents the results of our soil sampling and chemical testing for the site of the proposed Russian spa in San Francisco, California. The site, known as Lot 5A of Assessor's Block 4644, is located on the north side of Innes Avenue between Earl Street and Fitch Street as shown on the Vicinity Map, Plate 1.

PROPOSED CONSTRUCTION

Present plans call for construction of a three-story building with a basement. The building will house an in-door swimming pool, hot tubs, exercise rooms, weight rooms, and a restaurant, among others. The basement will be used for parking and a mechanical room. Details of the proposed development have not been finalized and details of the loading information are not available at this time.

PURPOSE AND SCOPE OF SERVICES

The purpose of our service was to explore the subsurface soil and rock conditions at the site and to collect soil samples for analytical chemical testing. Our service was performed substantially in accordance with our proposal dated May 13, 1999. The scope of our services included a field exploration program of excavating two test pits and performance of analytical chemical testing.

FIELD EXPLORATION

The subsurface conditions were explored on June 4, 1999, by excavating two test pits with a backhoe at the locations shown on the Plot Plan, Plate 2. The test pits were excavated to depths of about 11 feet to 14 feet below the existing ground surface. The field exploration was performed under the technical direction of one of our geologists who examined and visually classified the soil encountered, maintained a log of test pits, and obtained samples for visual examination and analytical chemical testing. Graphical presentation of the soils encountered is presented on the Log of Exploratory Pit, Plates 3A through 3B. An explanation of the nomenclature and symbols used on the Log of Exploratory Pits is shown on Plate 4, Soil Classification Chart and Key to Test Data. The

logs of test pits show subsurface conditions on the date and at the locations indicated, and it is not warranted that they are representative of subsurface conditions at other times or locations. After completion of the excavation operation, the test pits were loosely backfilled with the excavated soils and randomly rolled with the rubber-tired wheels.

The soil samples were collected with appropriate sampling protocol. These samples were initially stored in an ice chest and subsequently refrigerated for proper storage and eventual transport to the analytical laboratory. A chain of custody of these samples was maintained.

DISCUSSION

Soil samples were hand delivered to the premise of Caltest Analytical Laboratory in Napa, California on June 7, 1999. We were directed by Mr. R. Imhof to hold the testing of soil samples obtained in Test Pit 1 in abeyance; therefore, analytical testing was assigned only on soil samples obtained in Test Pit 2. These tests included testing for heavy metals, asbestos, total petroleum hydrocarbons as gas and total petroleum hydrocarbons as diesel and polychlorinated biphenyls (PCB).

The results of the analytical testing, as presented by Caltest Analytical Laboratory, are presented in the Appendix.

CLOSURE

Our services have been performed with the usual thoroughness and competence of the engineering profession. No other warranty or representation, either expressed or implied, is included or intended.

If you have any questions regarding this report or require additional information, please contact us. The following plates and appendix are attached and complete this report.

Plate	1	Vicinity Map
Plate	2	Plot Plan
Plates	3A and 3B	Log Of Exploratory Pit
Plate	4	Soil Classification Chart and Key to Test Data
Appendix		Report prepared by Caltest Analytical Laboratory and dated June 25, 1999

Yours very truly,
Trans Pacific Geotechnical Consultants, Inc.

Eddy T. Lau, P.E.
Reg. Civil Engineer 019897
Reg. Geotechnical Engineer 506
Expiration 9/30/2001

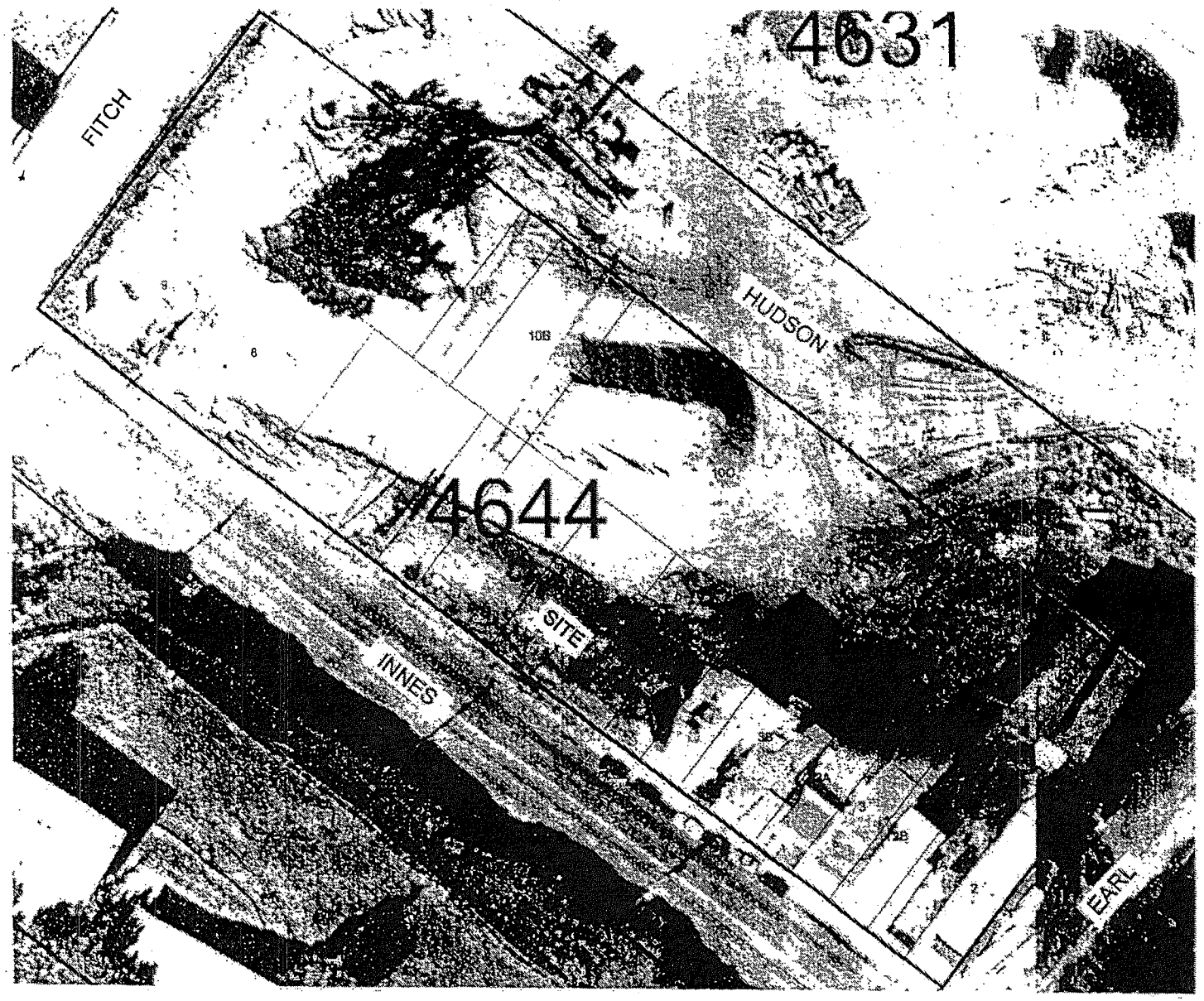
(Six copies submitted)

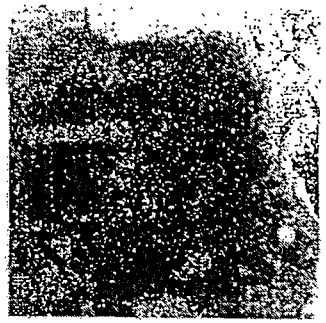
cc: ARCUS Architecture and Planning (2)
445 Grant Avenue, Suite 404
San Francisco, California 94108
Attention: Mr. Samuel Kwong

WPN:1535001.RE2

SF Digital Basemap

1535-001 Proposed Russian Spa, Innes Avenue, San Francisco, California



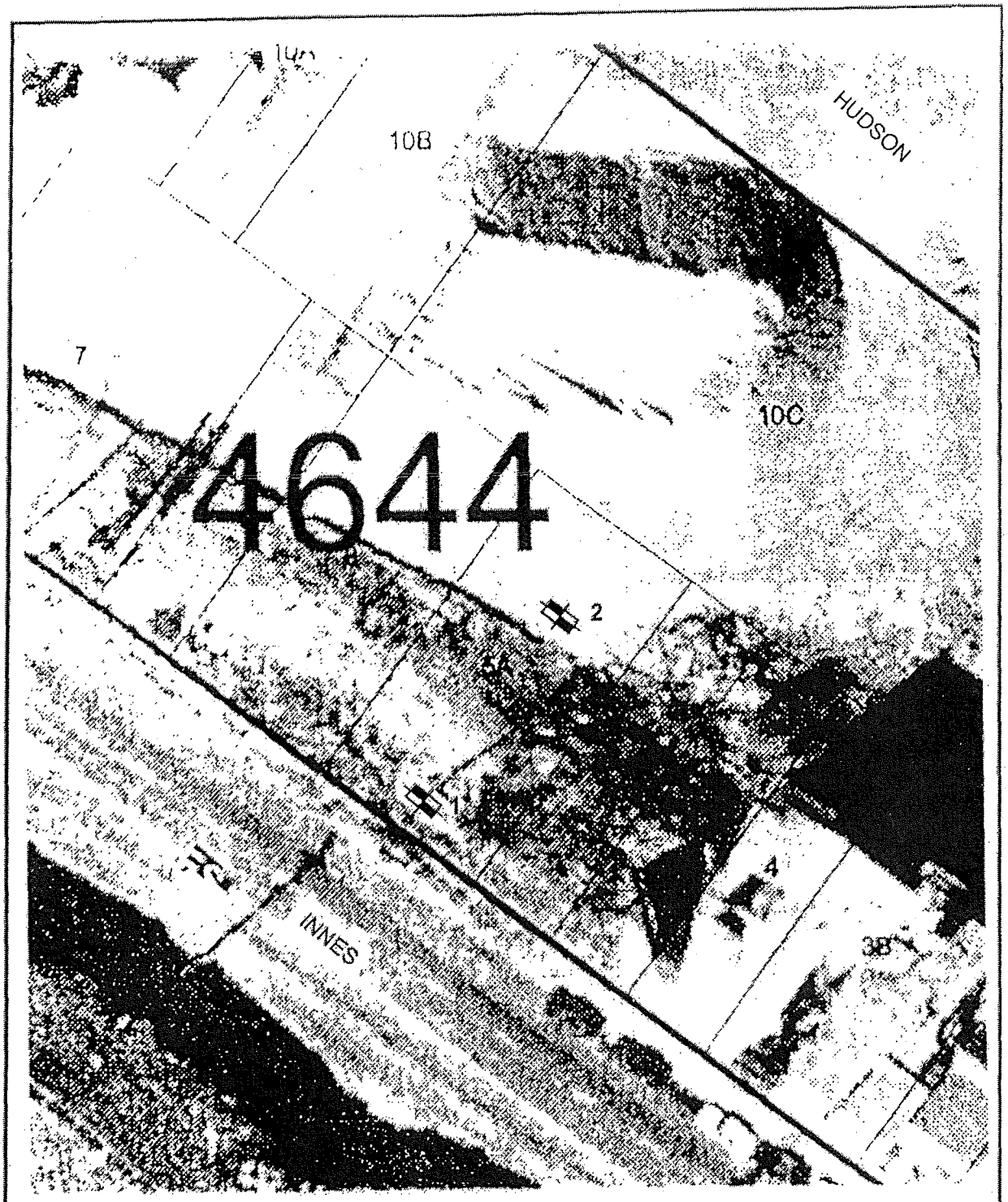


VICINITY MAP

Source: Department of Public Works, Copyright, 1996

Trans Pacific Geotechnical Consultants, Inc.

PLATE 1



1535-001 Proposed Russian Spa, Innes Avenue, San Francisco, California

PLOT PLAN

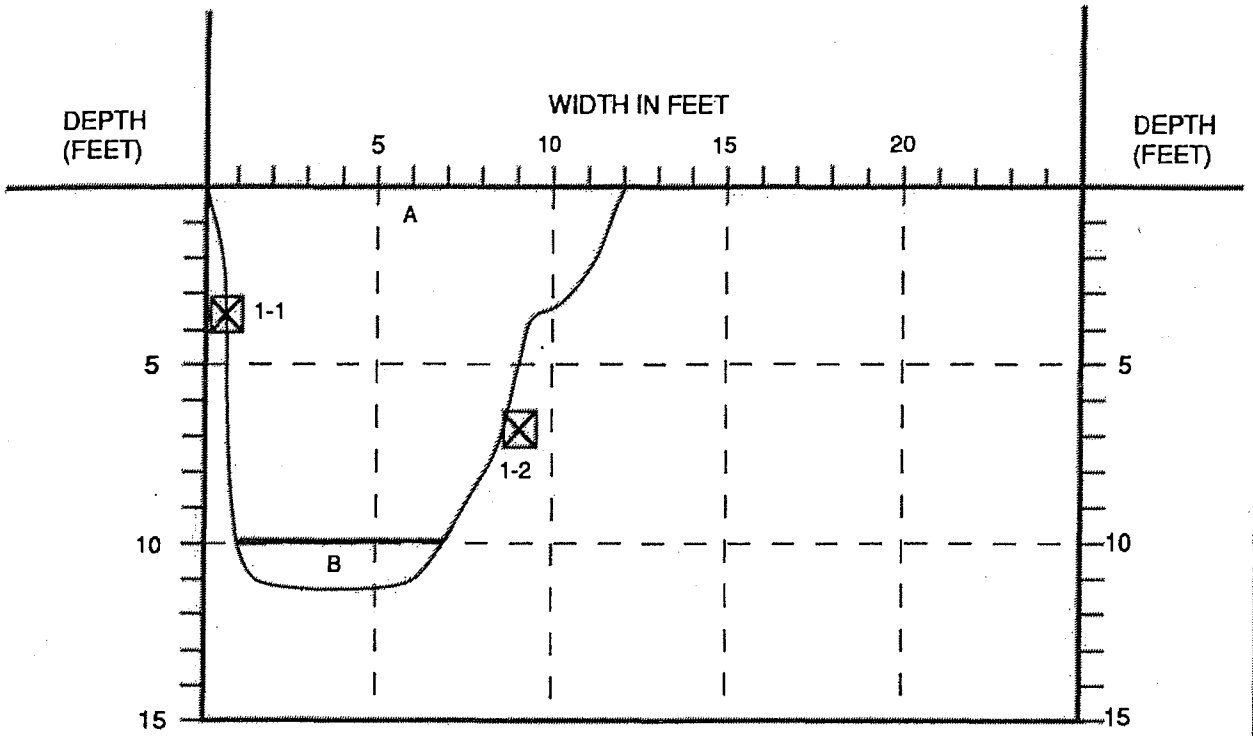
TRANS PACIFIC GEOTECHNICAL CONSULTANTS, INC.

PLATE 2

TEST PIT 1

SURFACE ELEVATION: _____ DATE EXCAVATED: 6/4/99

LOGGED BY: DRF EQUIPMENT: backhoe DATE BACKFILLED: 6/4/99



■ INDICATES DEPTH OF UNDISTURBED SAMPLE

⊠ INDICATES DEPTH OF DISTURBED SAMPLE

A. GC, Sandy GRAVEL with trace clay and serpentine rock fragments, occasional cobbles, dry to damp, (loose), [FILL].

B. CL, Brown silty CLAY with rock fragments, moist.

1535-00, Proposed Russian Spa, Innes Avenue, San Francisco, California

LOG OF EXPLORATORY PIT

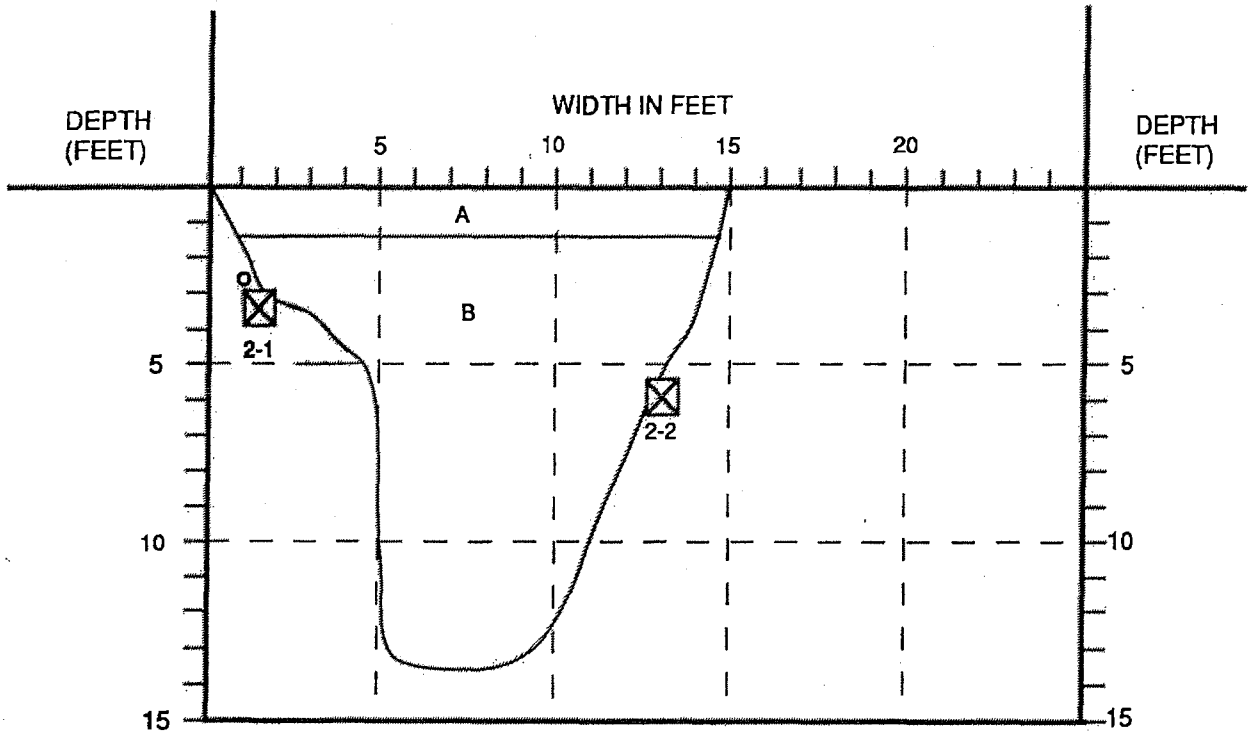
Trans Pacific Geotechnical Consultants, Inc.

PLATE 3A

TEST PIT 2

SURFACE ELEVATION: _____ DATE EXCAVATED: 6/4/99

LOGGED BY: DRF EQUIPMENT: backhoe DATE BACKFILLED: 6/4/99



■ INDICATES DEPTH OF UNDISTURBED SAMPLE

⊠ INDICATES DEPTH OF DISTURBED SAMPLE

o PIPE

A. GW, Sandy GRAVEL, dry, (loose), [FILL].

B. CL/GC, Dark brown and black layered sandy CLAY with wood, brick, reinforcing steel, large rock fragments, and a block of granite, moist, (loose and soft), [FILL]. Grading to yellowish brown clayey GRAVEL at around 11 feet to 12 feet, moist, (loose), [FILL].

1535-j01 Proposed Russian Spa, Innes Avenue, San Francisco, California

LOG OF EXPLORATORY PIT

Trans Pacific Geotechnical Consultants, Inc.

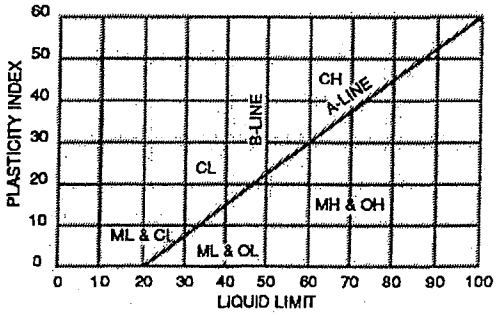
PLATE 3B

UNIFIED SOIL CLASSIFICATION SYSTEM

SYMBOL	LETTER	DESCRIPTION	MAJOR DIVISIONS			
	GW	WELL-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES	CLEAN GRAVELS (LITTLE OR NO FINES)	GRAVELS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	FOR VISUAL CLASSIFICATION, THE 1/4" SIZE MAY BE USED AS EQUIVALENT TO THE NO. 4 SIEVE SIZE	COARSE-GRAINED SOILS MORE THAN 50% OF MATERIAL IS RETAINED ON NO. 200 SIEVE
	GP	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES				
	GM	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES	GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)			
	GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES				
	SW	WELL-GRADED SAND, GRAVELLY SANDS, LITTLE OR NO FINES	CLEAN SANDS (LITTLE OR NO FINES)	SANDS 50% OR MORE OF COARSE FRACTION PASSES NO. 4 SIEVE		
	SP	POORLY-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES				
	SM	SILTY SANDS, SAND-SILT MIXTURES	SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)			
	SC	CLAYEY SANDS, SAND-CLAY MIXTURES				
	ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS, CLAYEY SILTS WITH SLIGHT PLASTICITY	SILTS & CLAYS (LIQUID LIMIT LESS THAN 50)			FINE-GRAINED SOILS 50% OR MORE OF MATERIAL PASSES THE NO. 200 SIEVE
	CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS				
	OL	ORGANIC SILTS AND ORGANIC SILT-CLAYS OF LOW PLASTICITY				
	MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS	SILTS & CLAYS (LIQUID LIMIT 50 OR MORE)			
	CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS				
	OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS				
	PT	PEAT AND OTHER HIGHLY ORGANIC SOILS	HIGHLY ORGANIC SOILS			

THE NO. 200 U.S. STANDARD SIEVE SIZE IS ABOUT THE SMALLEST PARTICLE VISIBLE TO THE NAKED EYE

PLASTICITY CHART



KEY TO SAMPLES

- INDICATES DEPTH OF UNDISTURBED SAMPLE
- INDICATES DEPTH OF DISTURBED SAMPLE
- INDICATES DEPTH OF SAMPLING ATTEMPT WITH NO RECOVERY
- INDICATES DEPTH OF STANDARD PENETRATION TEST
- INDICATES DEPTH OF UNDISTURBED "S" (SHELBY) TYPE SAMPLE

TYPES OF SOIL SAMPLERS

MC - MODIFIED CALIFORNIA SAMPLER
NX - ROCK CORING
P - PISTON SAMPLER
PT - PITCHER BARREL SAMPLER
S - SHELBY SAMPLER
SPT - STANDARD PENETRATION TEST SAMPLER
U - UNDERWATER SAMPLER

KEY TO TEST DATA

GS - GRAIN-SIZE DISTRIBUTION
DSCU - DIRECT SHEAR TEST, CONSOLIDATED - UNDRAINED
DSUU - DIRECT SHEAR TEST, UNCONSOLIDATED - UNDRAINED
TXUU - TRIAXIAL COMPRESSION TEST, UNCONSOLIDATED - UNDRAINED

SOIL CLASSIFICATION CHART AND KEY TO TEST DATA

Trans Pacific Geotechnical Consultants, Inc.

PLATE 4

APPENDIX

Report

Prepared By

CALTEST ANALYTICAL LABORATORY

Laboratory No. 9906-181

June 25, 1999

CALTEST ANALYTICAL LABORATORY
1885 N. Kelly Rd. • Napa, California 94558
(707) 258-4000 • Fax: (707) 226-1001

CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

June 25, 1999

Mr. Eddy T. Lau, P.E.
Trans Pacific GeoTechnical
445 Grant Avenue, Suite 403
San Francisco, CA 94108

Dear Mr. Lau:

On June 7, 1999, Caltest received four soil samples which were logged into our system as lab order number 9906181. Per your request, two of the four samples were analyzed for California Assessment Manual (CAM) Metals, Asbestos, Total Petroleum Hydrocarbons (TPH) as Gas, Total Petroleum Hydrocarbons (TPH) as Diesel, and Polychlorinated Biphenyls (PCB).

The following analytical report indicates a detection on both soil samples for an unidentified petroleum hydrocarbon pattern which was quantitated as Diesel # 2. All metals were below the Total Threshold Limit Concentration (TTLC) Limits, however, Chromium and Lead were detected above 10 times the Soluble Threshold Limit Concentration (STLC) Limit. This is an indication that an STLC Extraction and analysis needs to be performed on both soil samples for Chromium, and Lead.

Please do not hesitate to call me at the laboratory if you have any questions regarding this report.

Sincerely,
Caltest Analytical Laboratory

Todd M. Albertson
Project Manager

Enclosure(s):
Caltest Lab Order # 9906181

CALTEST ANALYTICAL LABORATORY
1885 N. Kelly Rd. • Napa, California 94558
(707) 258-4000 • Fax: (707) 226-1001

CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

REPORT of ANALYTICAL RESULTS

Report Date: 25 JUN 1999
Received Date: 07 JUN 1999

Client: Eddy T. Lau, P.E.
Trans Pacific GeoTechnical
445 Grant Avenue, Suite 403
San Francisco, CA 94108

Project: 1535-001 RUSSIAN SPA

Sampled by: DON FOWLER

Lab Number	Sample Identification	Matrix	Sampled Date/Time
9906181-1	2-1 (A & B) 3'6"	SOIL	04 JUN 99 09:20
9906181-2	2-2 (A & B) 5'6"	SOIL	04 JUN 99 09:40
9906181-3	1-1 (A & B) 3'3"	SOIL	04 JUN 99 08:30
9906181-4	1-2 (A & B) 6'6"	SOIL	04 JUN 99 08:40

Todd M. Albertson
Project Manager

Christine Horn
Laboratory Director

CALTEST authorizes this report to be reproduced only in its entirety.
Results are specific to the sample as submitted and only to the parameters reported.
All analyses performed by EPA Methods or Standard Methods (SM) 18th Ed. except where noted.
Results of 'ND' mean not detected at or above the listed Reporting Limit (R.L.).
'D.F.' means Dilution Factor and has been used to adjust the listed Reporting Limit (R.L.).
Acceptance Criteria for all Surrogate recoveries are defined in the QC Spike Data Reports.

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

INORGANIC ANALYTICAL RESULTS

ANALYTE	RESULT	R.L.	UNITS	D.F.	METHOD	ANALYZED	QC BATCH	NOTES
LAB NUMBER: 9906181-1								
SAMPLE ID: 2-1 (A & B) 3'6"								
SAMPLED: 04 JUN 99 09:20								
Antimony	ND	2.	mg/kg	10	6010B	06.16.99	A990421ICP	1,2
Arsenic	6.7	0.8	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Barium	110.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Beryllium	ND	1.	mg/kg	10	6010B	06.16.99	A990421ICP	1,2,3
Cadmium	ND	0.2	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Chromium	57.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Cobalt	11.	0.4	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Copper	56.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Lead	210.	0.6	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Mercury	0.6	0.1	mg/kg	5	7471A	06.16.99	A990428MER	2,4
Molybdenum	ND	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Nickel	80.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Selenium	ND	2.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Silver	ND	0.6	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Thallium	ND	2.	mg/kg	10	6010B	06.16.99	A990421ICP	1,2
Vanadium	42.	0.4	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Zinc	150.	4.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Asbestos	RR		%	1	PLM			5,6
LAB NUMBER: 9906181-2								
SAMPLE ID: 2-2 (A & B) 5'6"								
SAMPLED: 04 JUN 99 09:40								
Antimony	ND	2.	mg/kg	10	6010B	06.16.99	A990421ICP	1,2
Arsenic	4.7	0.8	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Barium	84.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Beryllium	ND	1.	mg/kg	10	6010B	06.16.99	A990421ICP	1,2,3
Cadmium	ND	0.2	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Chromium	51.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Cobalt	10.	0.4	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Copper	41.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Lead	89.	0.6	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Mercury	1.2	0.2	mg/kg	10	7471A	06.16.99	A990428MER	2,4
Molybdenum	ND	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Nickel	55.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Selenium	ND	2.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2

1) Sample Preparation on 06-14-99 using 3050B
2) Result expressed as wet weight of sample.
3) The Reporting Limit (R.L.) was raised due to background interference noted in the sample.
4) Sample Preparation on 06-15-99 using 7471A
5) Analysis performed by EMSL Analytical, ELAP certification # 1620.
6) Refer to the attached reference laboratory report for the original certificate of analysis and supporting Quality Control data.

CALTEST ANALYTICAL LABORATORY
1885 N. Kelly Rd. • Napa, California 94558
(707) 258-4000 • Fax: (707) 226-1001

CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

INORGANIC ANALYTICAL RESULTS

LAB ORDER No.: 9906-181

ANALYTE	RESULT	R.L.	UNITS	D.F.	METHOD	ANALYZED	QC BATCH	NOTES
LAB NUMBER: 9906181-2 (continued)								
Silver	ND	0.6	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Thallium	ND	2.	mg/kg	10	6010B	06.16.99	A990421ICP	1,2
Vanadium	45.	0.4	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Zinc	100.	4.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Asbestos	RR		%	1	PLM			3,4

1) Sample Preparation on 06-14-99 using 3050B
2) Result expressed as wet weight of sample.
3) Analysis performed by EMSL Analytical, ELAP certification # 1620.
4) Refer to the attached reference laboratory report for the original certificate of analysis and supporting Quality Control data.

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

ORGANIC ANALYTICAL RESULTS

ANALYTE	RESULT	R.L.	UNITS	D.F.	ANALYZED	QC BATCH	NOTES
LAB NUMBER: 9906181-1							
SAMPLE ID: 2-1 (A & B) 3'6"							
SAMPLED: 04 JUN 99 09:20							
METHOD: EPA 8082							
POLYCHLORINATED BIPHENYLS (PCBS)				1	06.19.99	T990151OCP	1,2,3
PCB 1016	ND	0.1	mg/kg				
PCB 1221	ND	0.1	mg/kg				
PCB 1232	ND	0.1	mg/kg				
PCB 1242	ND	0.1	mg/kg				
PCB 1248	ND	0.1	mg/kg				
PCB 1254	ND	0.1	mg/kg				
PCB 1260	ND	0.1	mg/kg				
Surrogate TCMX	94.		%				
Surrogate Decachlorobiphenyl	103.		%				
LAB NUMBER: 9906181-1 (continued)							
SAMPLE ID: 2-1 (A & B) 3'6"							
SAMPLED: 04 JUN 99 09:20							
METHOD: EPA 8015M							
TOTAL SEMI-VOLATILE PETROLEUM HYDROCARBONS				1	06.18.99	T990148TPH	2,4,5
Diesel Fuel	ND	4.	mg/Kg				
TPH-Extractable, quantitated as diesel	14.	4.	mg/Kg				
Surrogate o-Terphenyl	85.		%				
LAB NUMBER: 9906181-1 (continued)							
SAMPLE ID: 2-1 (A & B) 3'6"							
SAMPLED: 04 JUN 99 09:20							
METHOD: EPA 8020A							
AROMATIC HYDROCARBONS				1	06.09.99	V990064G9A	2,6
Benzene	ND	0.0025	mg/kg				
Toluene	ND	0.0025	mg/kg				
Ethylbenzene	ND	0.0025	mg/kg				
Xylenes (Total)	ND	0.0025	mg/kg				

1) Sample Preparation on 06-15-99 using EPA 3550
2) Result expressed as wet weight of sample.
3) The final volume of the sample extract was higher than the nominal amount, resulting in (a) higher reporting limit(s).
4) Sample Preparation on 06-11-99 using EPA 3550
5) An unidentified petroleum hydrocarbon was present in the sample. An approximate concentration has been calculated based on Diesel #2 standards.
6) Sample Preparation on 06-09-99 using EPA 5030

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

ORGANIC ANALYTICAL RESULTS

ANALYTE	RESULT	R.L.	UNITS	D.F.	ANALYZED	QC BATCH	NOTES
LAB NUMBER: 9906181-1 (continued)							
SAMPLE ID: 2-1 (A & B) 3'6"							
SAMPLED: 04 JUN 99 09:20							
METHOD: EPA 8020A							
AROMATIC HYDROCARBONS (continued)				1	06.09.99	V990064G9A	
Surrogate 4-Bromofluorobenzene [PID]	106.		%				
LAB NUMBER: 9906181-2							
SAMPLE ID: 2-2 (A & B) 5'6"							
SAMPLED: 04 JUN 99 09:40							
METHOD: EPA 8082							
POLYCHLORINATED BIPHENYLS (PCBS)				1	06.19.99	T990151OCP	1,2
PCB 1016	ND	0.02	mg/kg				
PCB 1221	ND	0.02	mg/kg				
PCB 1232	ND	0.02	mg/kg				
PCB 1242	ND	0.02	mg/kg				
PCB 1248	ND	0.02	mg/kg				
PCB 1254	ND	0.02	mg/kg				
PCB 1260	ND	0.02	mg/kg				
Surrogate TCMX	87.		%				
Surrogate Decachlorobiphenyl	100.		%				
LAB NUMBER: 9906181-2 (continued)							
SAMPLE ID: 2-2 (A & B) 5'6"							
SAMPLED: 04 JUN 99 09:40							
METHOD: EPA 8015M							
TOTAL SEMI-VOLATILE PETROLEUM HYDROCARBONS				1	06.18.99	T990148TPH	2,3,4
Diesel Fuel	ND	4.	mg/Kg				
TPH-Extractable, quantitated as diesel	59.	4.	mg/Kg				
Surrogate o-Terphenyl	94.		%				

1) Sample Preparation on 06-15-99 using EPA 3550
2) Result expressed as wet weight of sample.
3) Sample Preparation on 06-11-99 using EPA 3550
4) An unidentified petroleum hydrocarbon was present in the sample. An approximate concentration has been calculated based on Diesel #2 standards.

CALTEST ANALYTICAL LABORATORY
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(707) 258-4000 • Fax: (707) 226-1001

CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

ORGANIC ANALYTICAL RESULTS

LAB ORDER No.: 9906-181

ANALYTE	RESULT	R.L.	UNITS	D.F.	ANALYZED	QC BATCH	NOTES
LAB NUMBER: 9906181-2 (continued)							
SAMPLE ID: 2-2 (A & B) 5'6"							
SAMPLED: 04 JUN 99 09:40							
METHOD: EPA 8020A							
AROMATIC HYDROCARBONS				1	06.09.99	V990064G9A	1,2
Benzene	ND	0.0025	mg/kg				
Toluene	ND	0.0025	mg/kg				
Ethylbenzene	ND	0.0025	mg/kg				
Xylenes (Total)	ND	0.0025	mg/kg				
Surrogate 4-Bromofluorobenzene [PID]	110.		%				

1) Sample Preparation on 06-09-99 using EPA 5030
2) Result expressed as wet weight of sample.

EMSL Analytical, Inc.

382 South Abbott Avenue
Milpitas, CA 95035
Phone: (408) 934-7010 Fax: (408) 934-7015

Attn.: Todd Albertson
Caltest Analytical Laboratory
1885 N. Kelly Road
Napa, CA 94558

Tuesday, June 15, 1999

Ref Number: CA993492

POLARIZED LIGHT MICROSCOPY (PLM)

Performed by EPA 600/R-93/116 Method*

Project: 9906181

Sample	Location	Appearance	Sample Treatment	ASBESTOS % Type	NON-ASBESTOS % Fibrous	% Non-Fibrous
9906181-1	2-1 (A & B) 3' 6"	Black Non-Fibrous Homogeneous	Crushed	None Detected		25% Quartz 75% Other
9906181-2	2-2 (A & B) 3' 6"	Black Non-Fibrous Homogeneous	Crushed	None Detected		25% Quartz 75% Other

Comments: For all obviously heterogeneous samples easily separated into subsamples, and for layered samples, each component is analyzed separately. Also, "# of Layers" refers to number of separable subsamples.

* NY samples analyzed by ELAP 198.1 Method.

Nonette Patron
Analyst

Approved
Signatory

Disclaimers: PLM has been known to miss asbestos in a small percentage of samples which contain asbestos. Thus negative PLM results cannot be guaranteed. EMSL suggests that samples reported as <1% or none detected be tested with either SEM or TEM. The above test report relates only to the items tested. This report may not be reproduced, except in full, without written approval by EMSL. The above test must not be used by the client to claim product endorsement by NVLAP nor any agency of the United States Government. Laboratory is not responsible for the accuracy of results when requested to physically separate and analyze layered samples.

Analysis performed by EMSL Milpitas (NVLAP Lab Code 101048-0, ELAP #1623)

1

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1885 N. Kelly Rd. • Napa, California 94558
(707) 258-4000 • Fax: (707) 226-1001

CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

SUPPLEMENTAL QUALITY CONTROL (QC) DATA REPORT

Report Date: 25 JUN 1999
Received Date: 07 JUN 1999

Client: Eddy T. Lau, P.E.
Trans Pacific GeoTechnical
445 Grant Avenue, Suite 403
San Francisco, CA 94108

Project: 1535-001 RUSSIAN SPA

QC Batch ID	Method	Matrix
A990421ICP	6010B	SOIL
A990428MER	7471A	SOIL
T990148TPH	8015M	SOIL
T990151OCP	8082	SOIL
V990064G9A	8020A	SOIL

Todd M. Albertson
Project Manager

Christine Horn
Laboratory Director

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Results are specific to the sample as submitted and only to the parameters reported.
All analyses performed by EPA Methods or Standard Methods (SM) 18th Ed. except where noted.
Results of 'ND' mean not detected at or above the listed Reporting Limit (R.L.).
Analyte Spike Amounts reported as 'NS' mean not spiked and will not have recoveries reported.
'RPD' means Relative Percent Difference and RPD Acceptance Criteria is stated as a maximum.
'NC' means not calculated for RPD or Spike Recoveries.

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

METHOD BLANK ANALYTICAL RESULTS

ANALYTE	RESULT	R.L.	UNITS	ANALYZED	NOTES
QC BATCH: A990421ICP					
Antimony	ND	2.	mg/kg	06.16.99	
Arsenic	ND	0.8	mg/kg	06.15.99	
Barium	ND	1.	mg/kg	06.15.99	
Beryllium	ND	0.2	mg/kg	06.16.99	
Cadmium	ND	0.2	mg/kg	06.15.99	
Chromium	ND	1.	mg/kg	06.15.99	
Cobalt	ND	0.4	mg/kg	06.15.99	
Copper	ND	1.	mg/kg	06.15.99	
Lead	ND	0.6	mg/kg	06.15.99	
Molybdenum	ND	1.	mg/kg	06.15.99	
Nickel	ND	1.	mg/kg	06.15.99	
Selenium	ND	2.	mg/kg	06.15.99	
Silver	ND	0.6	mg/kg	06.15.99	
Thallium	ND	2.	mg/kg	06.16.99	
Vanadium	ND	0.4	mg/kg	06.15.99	
Zinc	4.45	4.	mg/kg	06.15.99	1
QC BATCH: A990428MER					
Mercury, TTLC	ND	0.01	mg/kg	06.16.99	
QC BATCH: T990148TPH					
TOTAL SEMI-VOLATILE PETROLEUM HYDROCARBONS				06.18.99	
Diesel Fuel	ND	4.	mg/Kg		
TPH-Extractable, quantitated as diesel	ND	4.	mg/Kg		
Surrogate o-Terphenyl	97.		%		
QC BATCH: T990151OCP					
POLYCHLORINATED BIPHENYLS (PCBS)				06.19.99	
PCB 1016	ND	0.02	mg/kg		
PCB 1221	ND	0.02	mg/kg		
PCB 1232	ND	0.02	mg/kg		
PCB 1242	ND	0.02	mg/kg		
PCB 1248	ND	0.02	mg/kg		
PCB 1254	ND	0.02	mg/kg		
PCB 1260	ND	0.02	mg/kg		
Surrogate TCMX	59.		%		
Surrogate Decachlorobiphenyl	142.		%		

1) Low level contamination noted in the Method Blank; sample results less than the RL or greater than 10 times the contamination level are reported.

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

METHOD BLANK ANALYTICAL RESULTS

ANALYTE	RESULT	R.L.	UNITS	ANALYZED	NOTES
QC BATCH: V990064G9A					
AROMATIC HYDROCARBONS				06.09.99	
Benzene	ND	0.0025	mg/kg		
Toluene	ND	0.0025	mg/kg		
Ethylbenzene	ND	0.0025	mg/kg		
Xylenes (Total)	ND	0.0025	mg/kg		
Methyl tert-Butyl Ether (MTBE)	ND	.125	mg/kg		
Surrogate 4-Bromofluorobenzene [PID]	112.		%		

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

LABORATORY CONTROL SAMPLE ANALYTICAL RESULTS

ANALYTE	SPIKE AMOUNT	SPIKE\DUP RESULT	SPK\DUP %REC	ACCEPTANCE %REC \RPD	REL% DIFF	ANALYZED	NOTES
QC BATCH: A990421ICP							
Antimony	19.8	20.9\	106\	75-125\35		06.16.99	
Arsenic	19.9	21.2\	107\	75-125\35		06.15.99	
Barium	99.6	105.\	105\	75-125\35		06.15.99	
Beryllium	19.8	21.6\	109\	75-125\35		06.16.99	
Cadmium	9.96	10.6\	106\	75-125\35		06.15.99	
Chromium	19.9	21.2\	107\	75-125\35		06.15.99	
Cobalt	19.9	20.4\	103\	75-125\35		06.15.99	
Copper	19.9	20.8\	105\	75-125\35		06.15.99	
Lead	99.6	106.\	106\	75-125\35		06.15.99	
Molybdenum	19.9	21.1\	106\	75-125\35		06.15.99	
Nickel	19.9	20.3\	102\	75-125\35		06.15.99	
Selenium	19.9	20.7\	104\	75-125\35		06.15.99	
Silver	19.9	20.3\	102\	75-125\35		06.15.99	
Thallium	99.2	104.\	105\	75-125\35		06.16.99	
Vanadium	19.9	20.8\	105\	75-125\35		06.15.99	
Zinc	99.6	108.\	108\	75-125\35		06.15.99	
QC BATCH: A990428MER							
Mercury, TTLC	0.200	0.229\	114\	75-125\35		06.16.99	
QC BATCH: T990148TPH							
TOTAL SEMI-VOLATILE PETROLEUM HYDROCARBONS						06.18.99	
Diesel Fuel	66.7	58.6\	88\	59-134\			
Surrogate o-Terphenyl	6.7	7.40\	110\	60-111\			
QC BATCH: T9901510CP							
POLYCHLORINATED BIPHENYLS (PCBS)						06.25.99	
PCB 1260	0.133	0.166\	125\	70-130\			
Surrogate TCMX	0.0133	0.0125\	94\	13-147\			
Surrogate Decachlorobiphenyl	0.0133	0.0158\	119\	23-167\			
QC BATCH: V990064G9A							
AROMATIC HYDROCARBONS						06.09.99	
Benzene	0.033	0.0450\	136\	79-134\			
Toluene	0.195	0.227\	116\	56-140\			
Surrogate 4-Bromofluorobenzene [PID]	0.100	0.113\	113\	72-123\			

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

MATRIX SPIKE ANALYTICAL RESULTS

ANALYTE	ORIGINAL RESULT	SPIKE AMOUNT	SPIKE\DUP RESULT	SPK\DUP %REC	ACCEPTANCE %REC \RPD	REL% DIFF	ANALYZED	NOTES
QC BATCH: A990421ICP QC SAMPLE LAB NUMBER: 9906181-1								
Antimony QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	ND	19.8	18.0\19.0	91\96	75-125\35	5.4	06.16.99	
Arsenic QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	6.67	19.9	26.3\25.9	98\96	75-125\35	1.5	06.15.99	
Barium QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	111.	99.6	207.\209.	96\98	75-125\35	1	06.15.99	
Beryllium QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	ND	19.8	19.2\19.1	97\96	75-125\35	0.5	06.16.99	
Cadmium QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	ND	9.96	9.61\9.53	96\96	75-125\35	0.8	06.15.99	
Chromium QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	57.2	19.9	67.8\64.5	53\37	75-125\35	5.0	06.15.99	1
Cobalt QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	10.9	19.9	28.8\28.7	90\89	75-125\35	0.4	06.15.99	
Copper QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	55.8	19.9	72.0\66.5	81\54	75-125\35	7.9	06.15.99	1
Lead QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	211.	99.6	289.\329.	78\118	75-125\35	13.	06.15.99	
Molybdenum QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	ND	19.9	20.4\20.3	103\102	75-125\35	0.5	06.15.99	
Nickel	80.3	19.9	83.6\91.5	17\56	75-125\35	9.0	06.15.99	1

1) Spike recovery outside control limits. Spike added less than one half sample concentration. LCS/LCSD and Method Blank are in control.

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CERTIFIED ENVIRONMENTAL SERVICES
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LAB ORDER No.: 9906-181

MATRIX SPIKE ANALYTICAL RESULTS

ANALYTE	ORIGINAL RESULT	SPIKE AMOUNT	SPIKE\DUP RESULT	SPK\DUP %REC	ACCEPTANCE %REC \RPD	REL% DIFF	ANALYZED	NOTES
QC BATCH: A990421ICP (continued)								
QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1								
Selenium	ND	19.9	20.3\20.1	102\101	75-125\35	1	06.15.99	
QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1								
Silver	ND	19.9	19.5\19.4	98\97	75-125\35	0.5	06.15.99	
QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1								
Thallium	ND	99.2	97.3\97.2	98\98	75-125\35	0.1	06.16.99	
QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1								
Vanadium	42.1	19.9	61.8\58.8	99\84	75-125\35	5.0	06.15.99	
QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1								
Zinc	154.	99.6	268.\245.	114\91	75-125\35	9.0	06.15.99	
QC BATCH: A990428MER QC SAMPLE LAB NUMBER: 9906289-1								
Mercury, TTLC	0.0569	0.200	0.268\0.254	106\98	75-125\35	5.4	06.16.99	
QC BATCH: T990151OCP QC SAMPLE LAB NUMBER: 9906181-1								
POLYCHLORINATED BIPHENYLS (PCBS)							06.19.99	
PCB 1260	ND	0.133	0.121\0.124	91\93	70-130\20	2.4		
Surrogate TCMX	94.%	0.0133	0.0112\0.0119	84\89	56-129\			
Surrogate Decachlorobiphenyl	103.%	0.0133	0.0133\0.0135	100\102	19-185\			
QC BATCH: V990064G9A QC SAMPLE LAB NUMBER: 9906181-2								
AROMATIC HYDROCARBONS							06.09.99	
Benzene	ND	0.033	0.0280\0.0130	85\39	10-179\31	73.		
Toluene	ND	0.195	0.161\0.185	83\95	10-188\14	14.		
Surrogate 4-Bromofluorobenzene [PID]	110.%	0.100	0.106\0.115	106\115	58-143\			

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SAMPLE CHAIN OF CUSTODY

PAGE 1 OF ____

LAB ORDER 9[illegible]6181

PROJECT #/ PROJECT NAME: 1535-001 Russian Spa

P.O. #:

CLIENT: TRANS PACIFIC GEOTECHNICAL CONSULTANTS, INC.

REPORT TO: EDDY T. LAU

ADDRESS: 445 GRANT AVENUE, SUITE 403, SAN FRANCISCO, CA 94108

CITY: STATE: ZIP:

BILLING ADDRESS: SAA

PHONE #: (415) 788-8627

FAX PHONE: (415) 788-3121

SAMPLER (PRINT & SIGN NAME): Don Fowler / Don Fowler

ANALYSES REQUESTED

TURN-AROUND TIME: ☒ STANDARD ☐ RUSH

DUE DATE: ____

CALTEST #	DATE SAMPLED	TIME SAMPLED	MATRIX	CONTAINER AMOUNT/TYPE	PRESERVATIVE	SAMPLE IDENTIFICATION SITE	CLIENT LAB #	COMP. or GRAB	SOISM-DIESEL	PCB	BTEX	CAMMET (17)	Asbestos	REMARKS
-3	6-4-99	8:30	SOIL	brass tube	ICE	1-1a 3'3"								
↓	6-4-99	8:30	↓	glass jar	↓	1-1b 3'3"								
-4	6-4-99	8:40	↓	brass tube	↓	1-2a 6'6"								
↓	6-4-99	8:40	↓	glass jar	↓	1-2b 6'6"								
-1	6-4-99	9:20	↓	brass tube	↓	2-1a 3'6"			X	X	X			
↓	6-4-99	9:20	↓	glass jar	↓	2-1b 3'6"						X	X	
-2	6-4-99	9:40	↓	brass tube	↓	2-2a 5'6"			X	X	X			
↓	6-4-99	9:40	↓	glass jar	↓	2-2b 5'6"						X	X	

Hold until further notice per client 6/7/99 TNA

By submittal of sample(s), client agrees to abide by the Terms and Conditions set forth on the reverse of this document.

RELINQUISHED BY	DATE/TIME	RECEIVED BY	RELINQUISHED BY	DATE/TIME	RECEIVED BY
Don Fowler	6-4-99 11:00	E. Rau	E. Rau	6/4/99 12 NOON	LABORATORY/REFRIGERATOR
LABORATORY/REFRIGERATOR	6/7/99 9:30 AM	E. Rau	E. Rau	6/7/99 1106	Tod Nd Soils

Samples: WC ____ MICRO ____ BIO ____ AA ____ SV ____ VOA ____ pH? Y/N TEMP: ICE SEALED Y/N INTACT Y/N

BD: BIO ____ WC ____ AA ____

CC: AA ____ SV ____ VOA ____

SIL: HP ____ PT ____ QT ____ VOA ____

WC: HNO_3 ____ H_2SO_4 ____ NaOH ____

SIL: HNO_3 ____ H_2SO_4 ____ NaOH ____ HCL ____

COMMENTS

FOR LAB USE ONLY

MATRIX: AQ = Aqueous Nondrinking Water, Digested Metals; FE = Low R.L.s, Aqueous Nondrinking Water, Digested Metals; DW = Drinking Water; SL = Soil, Sludge, Solid; FP = Free Product

CONTAINER TYPES: AL = Amber Liter; AHL = 500 ml Amber; PT = Pint (Plastic); QT=Quart (Plastic); HG = Half Gallon (Plastic); SJ = Soil Jar; B4 = 4 oz. BACT; BT = Brass Tube; VOA = 40mL VOA; OTC = Other Type Container

REV. 2/99

PINK - CLIENT COPY AS RECEIPT

YELLOW - CLIENT COPY TO ACCOMPANY FINAL REPORT

WHITE - LABORATORY

180816
180680
180681

Major, Erica (BOS)

From: Board of Supervisors, (BOS)
Sent: Tuesday, September 25, 2018 8:14 AM
To: BOS-Supervisors; Major, Erica (BOS); BOS Legislation, (BOS)
Subject: FW: India Basin Letters of Support
Attachments: India Basin Letters of Support - Final.zip

From: Victoria Lehman <victoria@bldsf.com>
Sent: Monday, September 24, 2018 11:03 AM
To: Cohen, Malia (BOS) <malia.cohen@sfgov.org>; Tang, Katy (BOS) <katy.tang@sfgov.org>; Kim, Jane (BOS) <jane.kim@sfgov.org>; Safai, Ahsha (BOS) <ahsha.safai@sfgov.org>; Board of Supervisors, (BOS) <board.of.supervisors@sfgov.org>
Cc: Kittler, Sophia (BOS) <sophia.kittler@sfgov.org>; Summers, Ashley (BOS) <ashley.summers@sfgov.org>; Sandoval, Suhagey (BOS) <suhagey.sandoval@sfgov.org>; Jacobo, Jon (BOS) <jon.jacobo@sfgov.org>; Taupier, Anne (ECN) <anne.taupier@sfgov.org>; Courtney Pash <Courtney@bldsf.com>
Subject: India Basin Letters of Support

Supervisor Cohen, Chair Tang, and Vice Chair Kim and Supervisor Safai,

Please find attached letters of support for the India Basin project to be considered as items 9, 10, and 11 at this afternoon's Land Use & Transportation Committee.

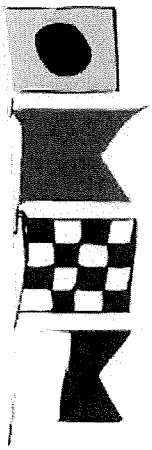
Thank you,
Victoria

Victoria Lehman

BUILD:

415.551.7624 O
917.207.5984 M
bldsf.com

315 Linden Street, San Francisco, CA 94102



Advocating for our community since 1994

September 17, 2018

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

Dear: Ms. Calvillo,
The India Basin Neighborhood Association (IBNA) supports the Build, Inc / India Basin Investment, LLC (Developer) 700 Innes project to revitalize the India Basin community by creating a 21st century village for all San Francisco to enjoy. This support is based on our shared goals:

- Comprehensive Planning
- Economic Success
- Environmental Protections
- Transportation Improvements
- Recreation Opportunities

IBNA created the above goals in its 2010 Community Vision for the India Basin waterfront, which is considered a starting document for Developer. IBNA has continued involvement in fashioning this addition to our community by meeting regularly for the last four years to provide input to Developer and participating in the India Basin Parks Task Force.

IBNA support of the 700 Innes project is subject to the IBNA Board of Directors' Resolution of May 6, 2017, *Establishing Public Benefit Criteria for Supporting Proposed Height Increases in India Basin Neighborhood*, which established clear guidelines surrounding any proposed building height increases in certain limited situations due to the clear public benefit conferred by a particular development, and not to be precedent setting for the entire neighborhood. It is also subject to the IBNA and Developer agreement signed July 24, 2018, pledging to continue to work together on both interim and permanent community benefits at the 700 Innes project and throughout the neighborhood. Please contact IBNA for document review.

Advocating for our community since 1994, the India Basin Neighborhood Association is a membership organization of residents, local business owners and workers, and friends of the community who support the IBNA mission to "preserve the maritime history, natural beauty, diverse character and unique ambiance of the vibrant mixed-use neighborhood of India Basin through community organizing." IBNA is managed by an all-volunteer Board of Directors elected by members.

IBNA looks forward to welcoming new neighbors. The hope is that the 700 Innes project, together with efforts by various city departments to plan and execute long-needed improvements, will make this a more livable, walkable, safe community where residents and visitors can all enjoy the history, natural beauty, and stunning views – and find the recreation, shopping, transit, city service, education, and entertainment amenities other San Francisco neighborhoods enjoy.

Jill Fox, Chair

Board of Directors

Jill Fox, Chair

Allen Frazier

Michael Hamman

Sean Karlin

Richard Laufman

Monica Padilla-Stemmelen

PO Box 880953, San Francisco, CA 94188
www.INDIABASIN.org

Michael Hamman
702 Earl Street
San Francisco, CA 94124

September 24, 2018

Land Use & Transportation Committee
San Francisco Board of Supervisors
City Hall
San Francisco, CA 94102
erica.major@sfgov.org

RE: #180816 India Basin Mixed Use Project

Supervisors:

I am a long term resident of India Basin and I am writing in support of the Build, Inc. project known as 700 Innes. Most of the folks who live out here consider India Basin to be a paradise, the wild open space, the sunny weather, the amazing views make this place like no other. A great fear and trepidation gripped our community when we learned that the property was sold and slated for development, a fear that all we hold dear would be plowed under. So we were relieved and gratified when we learned that the developer Build, Inc. wanted to work with our community and find that optimum balance between preserving the wild essence of what is here now with the need to build a new community for 3,500 people. Over a period of two years and dozens of meetings we came up with a magnificent project that beautifully threads that needle.

Not only are there over five acres of wild open space but by concentrating the development into a few large buildings up the hill and away from the water there is lots of space between them. This spacing of the buildings preserves view corridors and crates a spacious open feeling unlike any other project in the Bay Area.

Furthermore, creating the development in a smaller area supports the creation of a vibrant neighborhood-serving retail corridor. Soon, the folks who live here now will have a place to share a cup of coffee while enjoying our magnificent views, and have the ability to buy groceries without undertaking a four mile car trip. Imagine, being able to secure your daily needs by simply walking out your door, just like most of the folks who live in San Francisco.

This new neighborhood will have sidewalks, a library, cafes, and all the other amenities that make living in this city such a wonderful experience. By trading open space for density this project captures the best of what is here now, and all the possibilities of a brand new community. I and my neighbors are excited about this, and urge you to approve this marvelous addition to San Francisco.

Michael Hamman

Michael Hamman
702 Earl Street
San Francisco, CA 94124

September 24, 2018

San Francisco Board of Supervisors
City Hall
San Francisco, CA 94102
Board.of.Supervisors@sfgov.org

RE: #180841 - Appeal of Final Environmental Impact Report Certification - India Basin Mixed-Use Project

Supervisors:

I am writing to oppose the EIR appeal of Mikhail Brodskey and the Archimedes Banya SF. I am a long term resident of India Basin and a close neighbor of the Banya. I have read his complaint and he is advocating No Change for the existing industrial zoning of M-1, which would preclude any development at all of this site. I yield to no man in my love of this space in its present condition, but to argue that this seventeen acre parcel should not be developed is unrealistic, selfish, and completely out of character for San Francisco. If the early Californians had said No Change to the gold seekers of 1849, if the city had said No Change to becoming the West Coast Arsenal of Democracy during World War II, or to the pioneers of the internet in South Park, this would never have become the city we know and love. San Francisco welcomes and embraces change, of course, the challenge is to direct that change in a way that preserves that which was valuable before, while accommodating the new uses that are pressing forward.

The development plan for India Basin that is outlined in the EIR does exactly that. Through several years of collaboration with the neighbors, this plan evolved in a way that preserves the essence of the wild space that is there now and accommodates including 3,500 new residents into our community. Mr. Brodskey chose not to participate in any of this work, despite invitations to do so. The Archimedes Banya has never joined the neighborhood association, nor has it participated in any neighborhood activities. This appeal is based on the loss of a view for the Banya and, if successful, would deny the hundreds of hours of work in hammering out the compromises necessary to craft this plan. But more importantly, to deny the city 1500 new dwelling units in the midst of the current housing crisis simply to preserve the view of one business would be grossly

irresponsible.

This is a good plan that avoids most negative impacts and adjusts and mitigates those few that are unavoidable. This project will be an outstanding addition to our city. It is supported by most of the neighbors who live here. The Planning Commission approved this plan unanimously and, when doing so, characterized it as "Excellent" and "Outstanding". I ask that you deny this merit-less appeal and allow the India Basin project to move forward and become one of the star neighborhoods of our city.

Michael Hamman
mhamman@igc.org

September 20, 2018

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

RE: Build Inc. Project at 700 Innes

Dear Ms. Calvillo,

Economic Development on Third, (EDOT) is pleased to support the project known as 700 Innes by Build, Inc. This project will contain approximately 200,000 sq ft of commercial/retail space and the developer has made strong commitments to populating that space with local Bayview merchants. There is a growing and prospering community of artisan/maker businesses in the Bayview and these new spaces will provide an additional opportunity for them to showcase and sell their wares.

Upon completion, this project will bring over 3,500 new residents into our community and that increase in population will support our existing businesses and services. These new residents will nurture a more vibrant retail environment, one in which the existing residents will be able to more easily meet their daily needs without a lot of inconvenient travel.

The developer Build, Inc. has, over the last several years, met with the community many times, and has shaped this project in accordance with their input. The result is a development that not only meets their needs but goes a long way toward satisfying the long felt desires of this community for improvement. For these reasons EDOT enthusiastically supports this project and looks forward to a speedy approval.

Earl Shaddix, Director, EDOT

Cc: Mayor London Breed
City Hall, Room 200
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

July 24, 2018

Mat Snyder
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Dear Mr. Snyder:

I am pleased to express my support for the proposed development plans at 700 Innes Ave within the "India Basin Project", as a community member who lives in Bayview/Hunters Point. I am extremely proud to endorse such a thoughtful, well-designed and civic-minded project. Few projects provide such a grand vision for positive transformation.

As a Bayview Hunters Point resident, it is important to me to remain involved in highly relevant dialogue surrounding environmental justice and literacy, and remediation; historically paramount matters impacting the Bayview Hunters Point community.

I support BUILD's latest conceptual plans for the India Basin development project at 700 Innes Avenue and I applaud their persistent efforts to engage community members and other key stakeholders as the plans unfold. BUILD has listened to our concerns and responded with creative solutions to develop the type of plan that we had envisioned for this area, inclusive of socio-economic and cultural heritage lens of the community.

BUILD and their consultant team have met with us several times to receive feedback and direction on the development of the concept plan. I am confident that BUILD will continue to support our vision to redevelop the site into a valuable community asset that honors the area's history.

Additionally, as a board member for bay.org, which operates community programs in close proximity to the "India Basin Project" at the EcoCenter at Heron's Head Park, my discussions with the BUILD team have uncovered synergies between BUILD and the EcoCenter's public purpose around community revitalization; a unique opportunity for perspective residents and the surrounding community to learn about environmental justice and literacy, urban sustainability, workforce development, and how to adopt more environmentally-conscious lifestyles promoting the health of the community and quality of life matters.

Once again, I would like to reiterate my support of BUILD's project plan. BUILD has focused on creating a plan that reflects the neighborhood's vision by engaging neighbors and community organizations in the design process and I look forward to seeing the project gain approval.

Sincerely,

Angelique Tompkins

Address

25 Thornton Av San Francisco, CA 94124

Date
July 24, 2018

INDIA BASIN
SAN FRANCISCO

Mat Snyder
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Dear Mr. Snyder:

I want to express my support for the proposed development plans at 700 Innes Ave within the "India Basin Project", as a business owner in the Bayview/Hunters Point. I am extremely proud to endorse such a thoughtful, well-designed and civic-minded project. Few projects provide such a grand vision for positive transformation.

I support BUILD's latest conceptual plans for the India Basin development project at 700 Innes Avenue and I applaud their persistent efforts to engage our group and other key stakeholders as the plans unfold. BUILD has listened to our concerns and responded with creative solutions to develop the type of plan that we had envisioned for this area.

I am confident that BUILD will continue to support our vision to redevelop the site into a valuable community asset that honors the area's history. We look forward to partnering with BUILD as they move to the construction phase of the project. We are enthusiastic that the project will provide jobs to residents of the Bayview/Hunters Point area and 1,575 housing units in the future.

Once again, I would like to reiterate my support of BUILD's project plan. BUILD has focused on creating a plan that reflects the neighborhood's vision by engaging neighbors and local businesses in the planning process and I look forward to seeing the project gain approval.

Sincerely,

Name

JAMES RICHARDS

Association

ABORIGINAL BLACKMAN UNITED (ABU)

Address

1595 SHAFTER AVE SF CA 94124

Date

7/24/18

INDIA BASIN
SAN FRANCISCO

Mat Snyder
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Dear Mr. Snyder:

I want to express my support for the proposed development plans at 700 Innes Ave within the "India Basin Project", as a community member who lives in Bayview/Hunters Point. I am extremely proud to endorse such a thoughtful, well-designed and civic-minded project. Few projects provide such a grand vision for positive transformation.

I support BUILD's latest conceptual plans for the India Basin development project at 700 Innes Avenue and I applaud their persistent efforts to engage our group and other key stakeholders as the plans unfold. BUILD has listened to our concerns and responded with creative solutions to develop the type of plan that we had envisioned for this area.

BUILD and their consultant team have met with us several times to receive feedback and direction on the development of the concept plan. I am confident that BUILD will continue to support our vision to redevelop the site into a valuable community asset that honors the area's history.

Once again, I would like to reiterate my support of BUILD's project plan. BUILD has focused on creating a plan that reflects the neighborhood's vision by engaging neighbors in the design process and I look forward to seeing the project gain approval.

Sincerely,

Name

Bakari Adams

Association

Bayview Resident

Address

2 Maddux Ave, San Francisco, CA

Date

7/23/18

September 17, 2018

Mr. Mat Snyder
San Francisco Planning Department
1650 Mission Street, #400
San Francisco, CA 94103

Dear Mr. Snyder:

This letter is to inform you and other interested parties of Bayview Merchants Association (BMA) support for the proposed development project at 700 Innes Ave in India basin area of Bayview Hunters Point. This action was taken by BMA at our meeting on August 28, 2018, following a presentation by the project's sponsor and a lengthy discussion about the potential benefits and adverse impacts of the project.

After careful consideration, BMA concluded that the project will be an asset to the community. BMA will continue to work with the project's sponsor to explore ways to increase opportunities for local businesses to participate in all phases of the project and to maximize opportunities for local residents of all income levels to purchase units in the project.

Please contact me if you have any questions about BMA's support of this project.

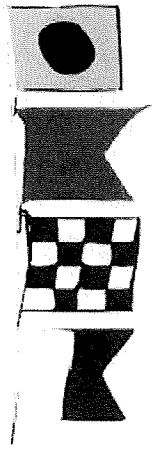
We look forward to working closely with BUILD Inc to build a project we all can be proud of.

Sincerely,

Al Williams
Bayview Merchants Association

3801 Third Street, Suite 1068 • San Francisco, CA 94124 • Phone: (415) ~~647-3728 Ext. 407~~ 467-4675 • Fax: (415) 647-1542
www.bayviewmerchantsassociation.com

INDIA BASIN NEIGHBORHOOD ASSOCIATION



Advocating for our community since 1994

July 24, 2018

Mat Snyder
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Dear Mr. Snyder:
The India Basin Neighborhood Association (IBNA) supports the Build, Inc / India Basin Investment, LLC (Developer) 700 Innes project to revitalize the India Basin community by creating a 21st century village for all San Francisco to enjoy. This support is based on our shared goals:

- Comprehensive Planning
- Economic Success
- Environmental Protections
- Transportation Improvements
- Recreation Opportunities

IBNA created the above goals in its 2010 Community Vision for the India Basin waterfront, which is considered a starting document for Developer. IBNA has continued involvement in fashioning this addition to our community by meeting regularly for the last four years to provide input to Developer and participating in the India Basin Parks Task Force.

IBNA support of the 700 Innes project is subject to the IBNA Board of Directors' Resolution of May 6, 2017, *Establishing Public Benefit Criteria for Supporting Proposed Height Increases in India Basin Neighborhood*, which established clear guidelines surrounding any proposed building height increases in certain limited situations due to the clear public benefit conferred by a particular development, and not to be precedent setting for the entire neighborhood. It is also subject to the IBNA and Developer agreement signed July 24, 2018, pledging to continue to work together on both interim and permanent community benefits at the 700 Innes project and throughout the neighborhood. Please contact IBNA for document review.

Advocating for our community since 1994, the India Basin Neighborhood Association is a membership organization of residents, local business owners and workers, and friends of the community who support the IBNA mission to "preserve the maritime history, natural beauty, diverse character and unique ambiance of the vibrant mixed-use neighborhood of India Basin through community organizing." IBNA is managed by an all-volunteer Board of Directors elected by members.

IBNA looks forward to welcoming new neighbors. The hope is that the 700 Innes project, together with efforts by various city departments to plan and execute long-needed improvements, will make this a more livable, walkable, safe community where residents and visitors can all enjoy the history, natural beauty, and stunning views – and find the recreation, shopping, transit, city service, education, and entertainment amenities other San Francisco neighborhoods enjoy.

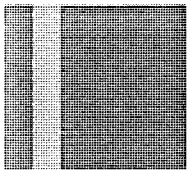
Jill Fox, Chair

Board of Directors

Jill Fox, Chair
Allen Frazier
Michael Hamman
Sean Karlin
Richard Laufman
Monica Padilla-Stemmelen
Sue Ellen Smith

PO Box 880953, San Francisco, CA 94188
www.INDIABASIN.org

Jignesh Desai, PE, BCEE, DBIA
105 Diamond Cove Terrace, San Francisco, CA 94124
415-200-8749 jdesai2007@gmail.com



Mathew Snyder

San Francisco Planning Department

1650 Mission Street, Suite 400

San Francisco, CA 94103

Dear Mr. Snyder:

I want to express my support for the proposed development plans at 700 Innes Ave within the "India Basin Project", as a community member who lives in Bayview/Hunters Point.

I have been SF resident for last 25 years and I have been involved with many large multi-billion dollars infrastructure programs over last 25 years as Project Engineer and Project Manager.

Since last 20 years I have been working in Bayview and for last 5 years my wife and I live in beautiful Bayview. I remember riding my bicycle to India Basin area during lunch break or in the evening to just relax and meditate by sitting at the shoreline.

I was assigned to sit on design review committee by Supervisor Cohen approximately two years ago. I have attended every update meetings and have provided my professional opinion on the matters. I have asked right questions on not only technical and environmental aspects, but also brought up subjects/opportunities questions on career jobs in construction management, project management, urgent care facility, and EV charging facilities for my fellow D-10 residents.

I am extremely proud to endorse such a thoughtful, well-designed and civic-minded project.

I support BUILD's latest conceptual plans for the India Basin development project at 700 Innes Avenue. Every time, we brought up questions or concerns, BUILD was very responsive and respectful. I applaud their persistent efforts to engage our group and other key stakeholders as the plans unfold.

Once again, I would like to reiterate my support of BUILD's project plan. BUILD has focused on creating a plan that reflects the neighborhood's vision by engaging neighbors in the design process and I look forward to seeing the project gain approval.

Sincerely,

Jignesh Desai, PE, BCEE, DBIA

Candlestick Cove Neighborhood Resident

INDIA BASIN
SAN FRANCISCO

Mat Snyder
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Dear Mr. Snyder:

I want to express my support for the proposed development plans at 700 Innes Ave within the "India Basin Project", as a community member who lives in Bayview/Hunters Point. I am extremely proud to endorse such a thoughtful, well-designed and civic-minded project. Few projects provide such a grand vision for positive transformation.

I support BUILD's latest conceptual plans for the India Basin development project at 700 Innes Avenue and I applaud their persistent efforts to engage our group and other key stakeholders as the plans unfold. BUILD has listened to our concerns and responded with creative solutions to develop the type of plan that we had envisioned for this area.

BUILD and their consultant team have met with us several times to receive feedback and direction on the development of the concept plan. I am confident that BUILD will continue to support our vision to redevelop the site into a valuable community asset that honors the area's history.

Once again, I would like to reiterate my support of BUILD's project plan. BUILD has focused on creating a plan that reflects the neighborhood's vision by engaging neighbors in the design process and I look forward to seeing the project gain approval.

Sincerely,

Name

Meaghan M. Mitchell

Association

Bayview Resident

Address

209 BRIDGEVIEW DR. SF, CA 94124

Date

7/19/18

INDIA BASIN
SAN FRANCISCO

June 27, 2018

Mat Snyder
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Dear Mr. Snyder:

I want to express my support for the proposed development plans at 700 Innes Ave within the "India Basin Project", as a community member who lives in Bayview/Hunters Point. I am extremely proud to endorse such a thoughtful, well-designed and civic-minded project. Few projects provide such a grand vision for positive transformation.

I support BUILD's latest conceptual plans for the India Basin development project at 700 Innes Avenue and I applaud their persistent efforts to engage our group and other key stakeholders as the plans unfold. BUILD has listened to our concerns and responded with creative solutions to develop the type of plan that we had envisioned for this area.

BUILD and their consultant team have met with us several times to receive feedback and direction on the development of the concept plan. I am confident that BUILD will continue to support our vision to redevelop the site into a valuable community asset that honors the area's history.

Once again, I would like to reiterate my support of BUILD's project plan. BUILD has focused on creating a plan that reflects the neighborhood's vision by engaging neighbors in the design process and I look forward to seeing the project gain approval.

Sincerely,

Name

Maya Rodgers

Association

Parks 94124

Address

863 Jamestown Ave #101, 94124

renaissance
entrepreneurship center

September 14, 2018

Mat Snyder
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103

Dear Mr. Snyder:

I want to express my support for the proposed development plans at 700 Innes Ave within the "India Basin Project", as a representative from Renaissance Entrepreneurship Center, a 501c(3) non-profit dedicated to empowering and increasing the entrepreneurial capacities of socially and economically diverse men and women.

Renaissance Entrepreneurship Center is a registered 501c(3) non-profit social impact organization working at the intersection of racial, economic, and social justice. Our aim is to strengthen our communities through the creation of sustainable businesses, new jobs, and the promotion of financial self-sufficiency. Renaissance has helped open more businesses than any other non-profit in the Bay Area.

I am happy to endorse the India Basin project as few development projects provide such a grand vision for positive transformation. I support BUILD's latest conceptual plans and hope for a quick approval process.

Renaissance Entrepreneurship Center is particularly excited about the Public Market concept at the site. We understand that the Public Market will function as the social heart of the project, with micro-retail and rotating food and craft stalls animating the market. We look forward to partnering with BUILD to locate small businesses and entrepreneurs in this space. We are enthusiastic about the opportunity to use the Public Market as an incubation space to help small business owners and entrepreneurs grow their businesses.

Once again, I would like to reiterate my support of BUILD's project plan. We look forward to working closely with BUILD once the project is approved to use the Public Market space to meaningfully contribute to the growth of small businesses.

Sincerely,

Sharon Miller
CEO

Board of Directors

Chair
SANDOR STRAUS
TIGMERA, LLC

Vice-Chair
YASMIN EICHMANN DATTA
GOOGLE, INC.

Secretary
CRAIG JACOBY
COOLEY LLP

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REVLAUNCH COMPANY

Audit Chair
EMILY ROSE FREDERIKSEN
U.S. BANCORP COMMUNITY DEVELOPMENT CORP

MARIVIC BAMBA CHENNAULT
CLARK CONSTRUCTION GROUP

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ALISON DAVIS
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MUNISH GANDHI
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HEIDI GIBSON*
GODADDY
THE AMERICAN GRILLED CHEESE KITCHEN

NEAL GOTTLIEB*
THREE TWINS ICE CREAM

VISHAL KARIR, CFA
ETHOS

PHILIP KOBLIS
COMERICA

ROLAND PAN
TECHNOLOGY EXECUTIVE

KARLY WANG
SMALL BUSINESS MARKETING AT WELLS FARGO

FELICIANO ZAVALA*
PENINSULA PARTY RENTALS

CEO
SHARON MILLER

**Renaissance graduate*

BUILD:

September 24, 2018

RE: INDIA BASIN LETTERS OF SUPPORT

Supervisor Cohen, Chair Tang, and Vice Chair Kim and Supervisor Safai,

Please find attached letters of support for the India Basin project to be considered as items 9, 10, and 11 at this afternoon's Land Use & Transportation Committee.

Enclosures:

India Basin Neighborhood Association – Page 1
Michael Hamman – Pages 2, 3
Michael Hamman, re: Appeal – Pages 4, 5
Economic Development on Third (EDot) – Page 6
Angelique Tompkins – Page 7
Aboriginal Blackman United (ABU) – Page 8
Bakari Adams, resident – Page 9
Bayview Merchants Association – Page 10
India Basin Neighborhood Association (2) – Page 11
Jignesh Desai, resident – Page 12
Meghan Mitchell – Page 13
Parks 92124, Maya Rodgers – Page 14
Renaissance Entrepreneurship Center- Page 15

Sincerely,

Courtney Pash
Senior Project Manager

BUILD

315 Linden Street,
San Francisco, CA 94102
415 551 7610

180816
180680
180681

SUBMITTED IN COMMITTEE
9/17/18

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2018 AUG 27 PM 4:54

GREENACTION
for Health & Environmental Justice

August 27, 2018

Clerk of the Board
San Francisco Board of Supervisors
1 Dr. Carlton B. Goodlettt Place
City Hall
San Francisco, CA 94102-4689

GREENACTION FOR HEALTH AND ENVIRONMENTAL JUSTICE APPEAL OF PLANNING COMMISSION APPROVAL OF INDIA BASIN MIXED USE PROJECT

Greenaction for Health and Environmental Justice files this appeal of the Planning Commission's approval of the EIR and the India Basin Mixed Use Project. We file this appeal on behalf of our many members and constituents in Bayview Hunters Point whose health, environment, and civil rights will be adversely, disproportionately and significantly impacted by the approval of this project.

Greenaction is a San Francisco-based non-profit organization founded in 1997 and led by grassroots leaders from urban, rural and Indigenous communities which are impacted by pollution, environmental racism, and injustice. We have participated in the project's environmental review and permit process since it began with the Planning Department, submitted written comments starting with the Notice of Preparation/Scoping process, and testified at public hearings held by the Planning Department and Planning Commission on this matter. Due to our extensive participation in the process, and our many members and constituents in the affected community, we have standing to file this appeal.

I. Planning Commission Improperly Told Greenaction their Decision was Not Appealable

On August 17, 2018, Michael Li of the Planning Department emailed Bradley Angel, Greenaction's Executive Director, in response to our inquiry about the Planning Commission's decision and questions about appealing that decision.

Greenaction for Health and Environmental Justice
315 Sutter Street, 2nd floor, San Francisco, CA 94108
Phone: (415) 447-3904 Fax: (415) 447-3905
www.greenaction.org greenaction@greenaction.org

Mr. Li's email to Greenaction stated incorrectly that "The Planning Commission's decision to adopt CEQA findings and a Statement of Overriding Considerations (M-20248) is not subject to appeal under the EIR certification, as they are related to the project's approvals and not to the adequacy or accuracy of the EIR."

On August 27th, Greenaction confirmed via a phone call to the Clerk of the Board of Supervisors that the India Basin Mixed Use Project decision is in fact subject to appeal and we were informed that we can file an appeal today by 5 pm, which we have done.

We are concerned that others may also have been misled by Mr. Li's statement, and we therefore request that a new notice be published and a new appeal period be enacted.

It also appears that the final decision was not posted until August 1, 2018, impacting our appeal of this decision.

II. Refusal to Translate Notices and Key Documents Violates the Civil Rights of Non-English Speaking Residents and Improperly and Illegally Excludes them from Meaningful Civic Engagement

It is unfortunate, and a violation of language access and civil rights, that the "Sanctuary City" of San Francisco refused to translate key notices and key documents into languages spoken by many residents of Bayview Hunters Point.

Following numerous emails and testimony by Greenaction that are part of the administrative record, Lisa Gibson, Environmental Review Officer, Director of Environmental Planning wrote to Greenaction on September 8, 2017.

In that letter, attached and incorporated as part of this appeal, Ms. Gibson wrote:

> "We acknowledge that the department did not provide a translated Notice of Availability of the Notice of Preparation of an EIR, an oversight that we deeply regret. At the same time, we respectfully disagree with your proposed remedy that the department restart the CEQA process again, with language noticing as you describe."

As the Planning Department acknowledged the violation of language access, yet refused to remedy it, this project cannot be approved. Approving this project while acknowledging the de facto but very real exclusion of the non-English speaking residents of the affected community is unjust, nothing less than racism, and a violation of civil rights.

The Response to Comments document claimed that CEQA does not require agencies to provide language access services. However, civil rights laws also apply to decisions and actions of the City and County of San Francisco. Denying non-English speakers equal access to this process is a violation of civil rights, regardless of CEQA requirements.

III. Compliance with Civil Rights Laws:

Since the City and County of San Francisco receives federal and state funding, it is subject to and must comply with state and federal civil rights laws (California Government Code 11135 and Title VI of the United States Civil Rights Act). Approval of this project will violate state and federal civil rights laws and the approval must therefore be reversed.

Due to the refusal to translate key notices and documents, and due to approval of this project by the adoption of a Statement of Overriding Consideration, the project will have a significant, negative and disproportionate impact on the at-risk and vulnerable Bayview Hunters Point community. This decision enables the project to add significant unhealthy air pollution about that cannot be mitigated. Therefore, approval of this project would have an unlawful negative impact on protected classes of persons - people of color and non-English speakers - in violation of state and federal civil rights laws. The approval must be reversed.

IV. Statement of Overriding Consideration is Improper, Illegal, and Would Allow Significant Increase in Unhealthy Air Pollution in an At Risk Community

As mentioned above, the EIR concluded that the project would have several significant negative impacts that cannot be mitigated. The most alarming negative impact that the EIR acknowledges cannot be mitigated would be the addition of air pollution above health thresholds, and the air pollution would occur both during construction and the life of the project.

The City and County of San Francisco have long acknowledged that Bayview Hunters Point residents already suffer the cumulative health impacts from many pollution sources, including the notorious radioactive contamination at the Hunters Point Shipyard Superfund Site located next to India Basin.

The Bay Area Air Quality Management District has identified Bayview Hunters Point as a CARE Community, an acknowledgement of the air quality problems afflicting the community.

The State of California's CalEnviroScreen 3.0 confirms Bayview Hunters Point is one of the communities most at risk from pollution in the entire state, and concluded that it has a higher pollution burden than 90% of the state. CalEnviroScreen, developed by California EPA, measures vulnerability through evaluating and quantifying pollution exposures, environmental effects, sensitive populations and socioeconomic factors. For example, it ranks in the 98th percentile for asthma and very high for both diesel emissions and hazardous waste.

The addition of expensive housing, with some so-called affordable housing, is not a primary overriding consideration. In addition to the fact the increase in housing doesn't help those suffering from air pollution, the so-called affordable housing is still quite expensive and not affordable to those city residents most in need: 20% less than market value is still not affordable in any real world definition.

It is shocking and unacceptable that the City and County would approve any project that would add significant and unhealthy amounts of air pollution to Bayview Hunters Point, claiming that other "benefits" are "overriding."

Nothing is more important than life, and air pollution kills. That is a fact.

V. Comprehensive Testing of the BUILD LLC Site for Hazardous and Radioactive Contamination Has Not Taken Place, and No Remediation Has Occurred

Unlike the Rec and Park component of the project, BUILD LLC to our knowledge has not conducted comprehensive testing of the proposed project site. In addition, BUILD LLC has publicly stated they have no plan to test for radiation, despite the site's proximity to the radioactive Shipyard Superfund site. In addition, early in the project BUILD LLC actually said to Greenaction via phone and an in person meeting that the only toxic waste at the site is a "few paint cans" – an incorrect statement.

It is improper and premature for the project to be approved for housing and open space without considering the extent and type of toxic contamination at the site and the remediation plan.

VI. Effects of Sea Level Rise Were Never Evaluated

The DEIR failed to discuss or evaluate the impact sea level rise will have on the proposed project. The Bay Conservation and Development Commission predict sea level rise of 11 to 19 inches by 2050 and 30 to 55 inches by 2100. An increase of sea level in addition to storm surges exacerbated by climate change will cause coastal flooding, erosion/shoreline retreat, rising groundwater and wetland loss.

VII. Significant Population and Housing Impacts

The EIR's conclusion that "The proposed project or variant would not induce substantial population growth..." and would be "less than significant" is contradicted by the project proposal itself. The project would add several thousand primarily upper class residents to Bayview Hunters Point, significantly increasing population size, and dramatically changing the neighborhood's demographics. This would be a major contributor to gentrification – especially when evaluated in combination with the shipyard project.

VIII. Conclusion

For all the above reasons, we respectfully urge the Board of Supervisors to uphold justice and civil rights. We ask the Board to protect the health, well-being and community of our city's most at risk residents by rejecting the project's approval.

Sincerely,

Bradley Angel
Executive Director

SAN FRANCISCO
PLANNING DEPARTMENT

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2018 AUG 27 PM 4:54
BY

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Planning Commission Motion No. 20247

HEARING DATE: July 26, 2018

Case No.:	2014-002541ENV
Project Address:	India Basin Mixed-Use Project (700 Innes Avenue, 900 Innes Avenue, India Basin Open Space, and India Basin Shoreline Park)
Zoning:	M-1 (Light Industrial), M-2 (Heavy Industrial), NC-2 (Small-Scale Neighborhood Commercial), and P (Public) Districts 40-X and OS (Open Space) Height and Bulk Districts
Block/Lot:	Various Lots on Blocks 4596, 4597, 4605, 4606, 4607, 4620, 4621, 4622, 4629A, 4630, 4631, 4644, 4645, and 4646
Project Sponsor:	Courtney Pash, BUILD (415) 551-7626 or courtney@bldsf.com Nicole Avril, San Francisco Recreation and Park Department (415) 305-8438 or nicole.avril@sfgov.org
Staff Contact:	Michael Li, San Francisco Planning Department (415) 575-9107 or michael.j.li@sfgov.org

ADOPTING FINDINGS RELATED TO THE CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT FOR A PROPOSED PROJECT AT 700 INNES AVENUE, 900 INNES AVENUE, INDIA BASIN OPEN SPACE, AND INDIA BASIN SHORELINE PARK, THE AREA GENERALLY BOUNDED BY INNES AVENUE ON THE WEST, HUNTERS POINT BLVD. ON THE NORTH, THE SAN FRANCISCO BAY ON THE EAST AND THE EARL STREET RIGHT-OF-WAY ON THE SOUTH (LARGELY EXCLUDING PARCELS WITH STRUCTURES) TOTALING ABOUT 38.24 ACRES. THE BUILD PORTION OF THE INDIA BASIN MIXED-USE PROJECT WOULD INCLUDE THE DEVELOPMENT OF ABOUT 29.26 UNDEVELOPED ACRES (PARCELS AND DESIGNATED RIGHTS-OF-WAY) THAT WOULD RESULT IN APPROXIMATELY 1,575 RESIDENTIAL UNITS, 209,000 GSF OF NONRESIDENTIAL USE, UP TO 1,800 PARKING SPACES, 1,575 BICYCLE PARKING SPACES, 15.5 ACRES OF NEW AND IMPROVED PUBLICLY ACCESSIBLE OPEN SPACE, NEW STREETS AND OTHER PUBLIC REALM IMPROVEMENTS. THE RECREATION AND PARKS DEPARTMENT COMPONENT OF THE PROJECT CONSISTS OF MAKING IMPROVEMENTS TO THE 900 INNES, INDIA BASIN OPEN SPACE, AND INDIA BASIN SHORELINE PARK PROPERTIES. THESE IMPROVEMENTS WOULD INCLUDE ENHANCING EXISTING AND DEVELOPING NEW OPEN SPACE AND RECREATION FACILITIES TOTALING ABOUT 8.98 ACRES. THE SUBJECT SITES ARE CURRENTLY WITHIN THE M-1 (LIGHT INDUSTRIAL), M-2 (HEAVY INDUSTRIAL), NC-2 (SMALL-SCALE NEIGHBORHOOD COMMERCIAL), AND P (PUBLIC) USE DISTRICTS AND 40-X AND OS (OPEN SPACE) HEIGHT AND BULK DISTRICTS.

MOVED, that the San Francisco Planning Commission (hereinafter "Commission") hereby CERTIFIES the Final Environmental Impact Report (hereinafter "FEIR") identified as Case No. 2014-002541ENV, the "India Basin Mixed-Use Project" at 700 Innes Avenue, 900 Innes Avenue, India Basin Open Space, and India Basin Shoreline Park (hereinafter "the Project"), based upon the following findings:

1. The City and County of San Francisco, acting through the Planning Department (hereinafter "the Department") fulfilled all procedural requirements of the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 *et seq.*, hereinafter "CEQA"), the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 *et seq.*, (hereinafter "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code (hereinafter "Chapter 31").

   A. The Department determined that an Environmental Impact Report (hereinafter "EIR") was required and provided public notice of that determination by publication in a newspaper of general circulation on June 1, 2016.

   B. The Department published the Draft EIR (hereinafter "DEIR") on September 13, 2017, and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment and of the date and time of the Planning Commission public hearing on the DEIR; this notice was mailed to the Department's list of persons requesting such notice and to property owners and occupants within a 300-foot radius of the site on September 13, 2017.

   C. Notices of availability of the DEIR and of the date and time of the public hearing were posted near the project site by the project sponsor on September 13, 2017.

   D. Copies of the DEIR were mailed or otherwise delivered to a list of persons requesting it, to those noted on the distribution list in the DEIR, to adjacent property owners, and to government agencies, the latter both directly and through the State Clearinghouse, on September 13, 2017.

   E. A Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse on September 13, 2017.

2. The Commission held a duly advertised public hearing on said DEIR on October 19, 2017, at which opportunity for public comment was given, and public comment was received on the DEIR. The period for acceptance of written comments ended on October 30, 2017.

3. 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, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR. This material was presented in Responses to Comments (hereinafter "RTC") document published on July 11, 2018, distributed to the Commission and all parties who commented on the DEIR, and made available to others upon request at the Department.

4. An FEIR has been prepared by the Department, consisting of the DEIR, any consultations and comments received during the review process, any additional information that became available, and the RTC document, all as required by law.

5. Project EIR files have been made available for review by the Commission and the public. These files are available for public review at the Department at 1650 Mission Street, Suite 400, and are part of the record before the Commission.

6. On July 26, 2018, the Commission reviewed and considered the information contained in the FEIR and hereby does find that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.

7. The project sponsor has indicated that the presently preferred alternative is the Revised Project analyzed in the DEIR and the RTC document.

8. The Planning Commission hereby does find that the FEIR concerning File No. 2014-002541ENV reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the RTC document contains no significant revisions to the DEIR, and hereby does CERTIFY THE COMPLETION of said FEIR in compliance with CEQA and the CEQA Guidelines.

9. The Commission, in certifying the completion of said FEIR, hereby does find that the Project described in the EIR:

   A. Will have significant unavoidable project-level environmental effects on cultural resources, noise, air quality, and wind; and

   B. Will have significant cumulative environmental effects on cultural resources, transportation and circulation, noise, and air quality.

10. The Planning Commission reviewed and considered the information contained in the FEIR prior to approving the Project.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting of July 26, 2018.

Jonas P. Ionin
Commission Secretary

AYES:	Melgar, Fong, Johnson, Koppel, Richards
NOES:	None
ABSENT:	Hillis, Moore
ADOPTED:	July 26, 2018

Subject: RE: Request to extend public comment period on scoping for Indian Basin Mixed-Use Project, and request for the Planning Dept. to provide short presentation at June 15th BVHP EJ Task Force meeting
From: "Bollinger, Brett (CPC)" <brett.bollinger@sfgov.org>
Date: 6/9/2016 7:52 AM
To: Bradley Angel <bradley@greenaction.org>
CC: Marie Harrison <marieH@greenaction.org>, "etecia@greenaction.org" <etecia@greenaction.org>

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2016 AUG 22 PM 4:54
BY

Thank you for your interest in the project. To be clear about the project notice that was sent out on 6/1/2016 and the overall environmental review process, this was a Notice of Preparation (NOP) of an Environmental Impact Report under the California Environmental Quality Act (CEQA). Although an Initial Study (IS) is attached to the NOP (http://sfmea.sfplanning.org/2014-002541ENV India%20Basin NOP-IS.pdf) with some environmental topics focused out, the more complex environmental topics (transportation, air quality, noise, biological resources, water/wastewater, etc.) analysis has yet to be published. The technical analysis for the more complex topics will be published as part of the Draft Environmental Impact Report (DEIR), which will include a 60-day public comment period and a public comment hearing in front of the SF Planning Commission within the 60-day comment period. We expect to publish the DEIR in December 2016. Only the Environmental Review Officer (ERO) or the Planning Commission can recommend extension of the comment period. In discussion with the ERO, we don't believe an extension of the scoping comment period is justified in this case. However, we will accept late scoping comment letters since we do not expect the DEIR to be published until late 2016.

Regarding translation services, we can provide that service at the Planning Commission DEIR public hearing if requested. We can also work with individuals over the phone to answers questions regarding the environmental review process and analysis we publish. We do not have the resources to translate every page of analysis into multiple languages. Any individuals that need translation services can go through the Mayor's Office of Disability: http://sfgov.org/mod/language-access-ordinance

On Thursday June 16th at 5pm we will be holding a NOP Public Scoping Meeting to receive comments on the NOP/IS that was published on 6/1/2016. At this hearing the public can also comment on environmental topics that should be addressed in the DEIR. I suggest that you contact the project sponsor to request a presentation of the proposed project at your June 15th meeting. My role with this project involves only the CEQA compliance portion for which we are holding a public hearing on 6/16/2016. I can also answer questions via email or over the phone regarding the CEQA process for the project.

Please don't hesitate to contact me with any additional questions, clarifications or comments.

Best,

Brett Bollinger
San Francisco Planning Department
Environmental Planning Division
1650 Mission Street Suite 400
San Francisco, CA 94103

(415) 575-9024

-----Original Message-----
From: Bradley Angel [mailto:bradley@greenaction.org]
Sent: Tuesday, June 07, 2016 12:22 PM
To: Bollinger, Brett (CPC)
Cc: Marie Harrison; etecia@greenaction.org
Subject: Request to extend public comment period on scoping for Indian Basin Mixed-Use Project, and request for the Planning Dept. to provide short presentation at June 15th BVHP EJ Task Force meeting

On behalf of our members and constituents in Bayview Hunters Point impacted by the proposed India Basin Mixed-Use Project, we request the Planning Department provide an extended public comment period beyond July 1, 2016. Due to the complexity of the many issues including many potential significant impacts already identified, and the need to ensure meaningful civic engagement in this process, we request that the comment period be extended to July 30, 2016.

In addition, can you tell us if the notice and/or environmental documents were prepared and provided in any language other than English, as it is vital that all members of the community are informed about what is proposed and how they can provide input. If such translations were not provided, we hereby request a notice and underlining documents immediately be made available in other relevant languages spoken in the community.

Also, we invite you/Planning Department to make a presentation about this project and how the public can be involved at the next meeting of the Bayview Hunters Point Environmental Justice Response Task Force, Wednesday, June 15th at 2 pm. Please let us know if you or someone from the department can do this.

Thanks,
Bradley Angel
Greenaction for Health and Environmental Justice

GREENACTION
for Health & Environmental Justice

June 30, 2016

Brett Bollinger
San Francisco Planning Department
Environmental Planning Division
1650 Mission Street Suite 400
San Francisco, CA 94103

Greenaction for Health and Environmental Justice Scoping Comments on the Proposed India Basin Mixed Use Project

On behalf of our members and constituents in Bayview Hunters Point, San Francisco, we submit the following Scoping comments regarding concerns with the Initial Study and other issues that must be considered and evaluated in the preparation of an Environmental Impact Report for the proposed India Basin Mixed Use Project.

Greenaction For Health and Environmental Justice is a multiracial grassroots organization that works with low-income and working class urban, rural, and indigenous communities to fight environmental racism and build a clean, healthy and just future for all. Greenaction has been involved in environmental health and justice advocacy in Bayview Hunters Point since we were founded in 1997. This low-income community of color continues to be negatively and disproportionately impacted by pollution, gentrification, health disparities, and other forms of environmental, social, economic injustice.

Planning Department Improperly Rejected Request for Extension of Public Comment Period and Translation of Public Notice and Key Documents:

On June 7, 2016, Greenaction emailed the Planning Department with the following request:

> On behalf of our members and constituents in Bayview Hunters Point impacted by the proposed India Basin Mixed-Use Project, we request the Planning Department provide an extended public comment period beyond July 1, 2016. Due to the complexity of the many issues including many potential significant impacts already identified, and the need to ensure meaningful civic engagement in this process, we request that the comment period be extended to July 30, 2016. In addition, can you tell us if the notice and/or environmental documents were prepared and provided in any language other than English, as it is vital that all members of the community are informed about what is proposed and how they can provide input. If such translations were not provided, we hereby request a notice and underlining documents immediately be made available in other relevant languages spoken in the community.

On June 9, 2016, the Planning Department responded via email and denied our requests. While the Planning Department response stated they would accept "late" comments, that is not adequate as there is no legal guarantee that comments submitted after the official comment period ends would be part of the administrative record.

We believe the denial of our request for a modest extension of the public comment period and for publishing a notice and key documents in languages spoken in the community is improper and effectively denies many members of the community their lawful and civil rights to meaningful participation in a public process on a proposed project that very well could have a significant and negative impact on their well-being, environment and community.

As a result of the Planning Department's rejection of our requests, non-English speaking residents will likely never know about this Scoping Process as they cannot read the Notice if by some chance they receive it. Even if non-English speaking residents did receive the notice, which is solely in English, they would not be able to provide meaningful comments as they cannot read or understand the Notice or the underlying documents such as the Initial Study.

Environmental Review Topics:

The Initial Study prepared in 2014 accurately identified a number of issues and potential impacts from the proposed project that would have significant impacts. Full analysis of these significant impacts must be done, and we believe many of these significant impacts may not be able to be mitigated.

The Initial Study incorrectly and improperly concluded that there were certain environmental review topics that would not be addressed in an EIR. These include: land use and land planning, aesthetics, population and housing, greenhouse gas emissions, geology ad soils, mineral/energy resources, agriculture and forest resources. Some of these will be explain in more detail below. The study states that

> All items in the Initial Study Checklist that have been checked "Less than Significant Impact," "No Impact" or "Not Applicable" indicate that, upon evaluation, staff has determined that the proposed project could not have a significant adverse environmental effect relating to that topic... the conclusions regarding potentially significant adverse environmental effects are based upon field observation, staff experience and expertise on similar projects, and/or standard reference material available within the Planning Department.

Greenaction strongly disagrees with the conclusion in the Planning Department's Initial Study to exclude many of the above mentioned issues from evaluation in the EIR. We base this assertion due to two factors:

(1) We assert that this project's potential impact on land use and land planning, aesthetics, population and housing and greenhouse gas emissions in Bayview Hunters Point will indeed be significant; and

(2) Even if these issues individually were to be evaluated in an EIR and determined to be "less than significant," the cumulative, combined impact of these issues is likely is quite significant and thus must be considered individually and cumulatively in the EIR.

Compliance with Civil Rights Laws:

As the City and County of San Francisco receives federal and state funding, it is subject to and must comply with state and federal civil rights laws (California Government Code 11135 and Title VI of the United States Civil Rights Act). The EIR for this project must evaluate all potential significant impacts that would have a negative discriminatory and disparate impact on people of color. As this project is proposed for Bayview Hunters Point, and as it would have significant impacts that may not be able to be mitigated, an analysis of whether this project would have a discriminatory and disparate

impact on people of color and thus violate the civil rights of people of color residents is required.

Hazardous Waste and Toxic Contamination in and next to the Project Area:

The proposed project site contains toxic contamination from prior industrial activities in the area. The project site is also next to the federal Superfund/National Priorities List site at the Hunters Point Shipyard which is contaminated with radioactive and toxic waste.

Project proponents have acknowledged that comprehensive testing has not been completed to assess the full extent of contamination, and have stated to Greenaction that the plan for any remediation or cleanup would be made after the design for the development is made. This is an enormous concern and threatens the accuracy and integrity of the EIR process.

An EIR cannot be prepared, meaningful comments cannot be made, and an analysis of potentially significant impacts cannot likely not be accurate without knowing the extent of contamination at the site and plans for remediating and/or cleaning up the contamination. The EIR must additionally evaluate the potential impact of the Navy's plan to leave large amounts of radioactive and toxic waste at the adjacent Shipyard Superfund Site that is threatened by sea level rise, as this could have a negative impact on the environment and health of people living and working at the India Basin development site.

If an accurate assessment of the contamination at the site is not conducted, and an adequate and health-protective cleanup plan not approved prior to the EIR process, then the EIR clearly must analyze – and conclude – that the India Basin project would have a significant negative impact that cannot be mitigated if toxic contamination at and next to the site is not fully cleaned up.

A plan for a full cleanup must be made before the design starts so that the design can be made around the areas that need cleanup. If the design for the development is done as currently planned, it will be difficult to clean up certain areas and impossible to evaluate the full potential impacts of the contamination in an EIR process.

The only way to mitigate the presence of toxic contamination is to safely and completely remove this contamination. The health and safety of Bayview Hunters Point residents must be fully protected in all stages of this project.

Sea Level Rise:

Sea level rise was only mentioned once in the entire Initial Study - in the "Hydrology and Water Quality" Section. The study stated that the site "could" experience "climate-change-related sea level rise." This conclusion if factually incorrect, as there is no doubt based on all the latest scientific evidence and projections, that the site *will* experience potentially severe climate change sea level rise impacts.

As the proposed project is located directly on the waterfront, this issue needs to be comprehensively and thoroughly evaluated using the most recent scientific projections. This is especially a concern as there is toxic contamination at the site near the waterfront.

The initial study used outdated information on sea level rise. Since that report was written, the predictions for how much sea level will rise in San Francisco have gone up dramatically. Therefore the

current estimates of projected sea level rise must be used in the EIR and accurate assessment based on the latest science must be thoroughly evaluated in the EIR.

The state government's California Climate Action Team now estimates that sea level will rise an additional 10 to 17 inches by 2050 and 31 to 69 inches by 2100 or more. San Francisco Department of the Environment projects sea level increasing by 11 to 19 inches by 2050, and 30 to 55 inches by 2100.

In March 2016, the City and County of San Francisco released a "San Francisco Sea Level Rise Action Plan," which will provide a foundation for a citywide sea level rise adaption plan (the expected completion of this report is 2018). The SLR Action Plan is based on important climate science and provides a sobering portrait of many of the likely effects of sea level rise on the San Francisco waterfront. For example, the report notes that, by the year 2100, sea level for San Francisco could rise by 66 inches. In the event of extreme tides or coastal storms, sea level could reach 108 inches, or 9 feet. Coastal hazards that increase with sea level rise include temporary coastal flooding, urban flooding (caused by rainfall runoff, which would impede the city's combined sewage and storm water systems), shoreline erosion, daily tidal inundation and regular King Tide floods, and extreme storms.

The EIR must thus thoroughly evaluate all the potential impacts of what clearly and ominously may be massive sea level rise, storm surges and inundation of the project site.

Greenhouse Gases:

The Initial Study incorrectly concluded that greenhouse gases will not be assessed as an environmental factor in the EIR. In 2016, in an area where this is already a serious pollution problem, greenhouse gasses should not be allowed to be taken off the list of necessary environmental review topics as there is a serious potential for a significant impact from greenhouse gas emissions.

We thus challenge as factually incorrect the Initial Study's conclusion that the proposed project would be consistent with the San Francisco Reduction Strategy and would not generate GHG emissions in a manner that would have a significant impact on the environment. The potential impact of greenhouse gas emissions must therefore be included in the environmental review topics that will be included in the EIR.

The Initial Study found that there could be a "potentially significant impact" for "Cause substantial additional vehicle miles traveled" under the Transportation section. This directly impacts and would increase greenhouse gas emissions. In addition, construction equipment working on this massive project will likely result in significant GHG emissions.

Air Quality:

The Initial Study found that there could be potentially significant impacts from violation of air quality standards, cumulatively considerable net increase of any criteria pollutant, odors, conflict with air quality plan."

Impacts on neighborhood air quality must be evaluated and the existing in pollution must be taken into account when air quality is considered in the EIR. As residents already suffer high rates of asthma and other respiratory illnesses, air quality is an enormous concern that must be accurately and cumulatively evaluated.

Cumulative Impacts of Pollution and Health, Socio-Economic Factors:

The Bay Area Air Quality Management District has identified Bayview Hunters Point as a "CARE" community that is disproportionately and negatively impacted by pollution. The fact that that Bayview Hunters Point is significantly and cumulatively impacted by historic and current pollution – including mobile and stationary sources – is also recognized by the wide range of local, regional, state and federal regulatory agencies.

The EIR must include a thorough cumulative impact analysis that evaluates all the potential environmental, health, and socio-economic impacts of the India Basin project combined with existing impacts in the community historically and today.

Land Use, Gentrification, and Affordable Housing:

On page 51 of the Initial Study, under Land Use, section LU-3, it is stated that "the proposed project and variant would not have a substantial adverse impact on the existing character of the vicinity. (Less than Significant)" (51). Greenaction strongly disagrees with this assessment.

Bayview Hunters Point is a community under attack by developers who are gentrifying the neighborhood and changing its character from a predominantly people of color community to one with thousands of high-end condos, townhouses and homes that most residents could never afford.

This proposed development has the strong potential to further gentrify the area by creating a development with only minimal "affordable housing" and with most residential units priced too high for many current residents to afford. By building developments that most residents of Bayview Hunters Point cannot afford, the culture of the neighborhood is changed, the price of housing and commercial rents in the neighborhood goes up, and therefore forces out people who are already longtime residents of the community.

The EIR should consider, and conclude, that the current plans for the project are inadequate to prevent further gentrification of the neighborhood. The only way to avoid and mitigate this significant impact is that the development needs more affordable housing for the current residents living in Bayview and Hunters Point. When the term "affordable housing" is used, we are referring to affordable housing that is based on the actual incomes of residents currently living in the area. Currently, at least 149 affordable units must be built in the development (or a fee can be paid to avoid building them at all). At a minimum, at least half of the total units proposed to be built should be real affordable housing and accessible to current residents of Bayview Hunters Point.

With a massive increase in higher-end residential development, the neighborhood will also change in other ways including higher commercial rents resulting in evictions of the many community-owned small businesses along 3rd Street. BVHP is already experiencing dramatic rent increases and changes in demographics, and the EIR must evaluate in depth the potential impacts on housing and the overall environment of the community.

The project proponents should also work in a broad and representative community process prior to finalizing their project plan to reach a Community Benefits Agreement that will address and prevent all negative impacts that might arise from their project – and any such agreement should be reviewed in depth in the EIR.

Bus Routes:

This project would change existing bus routes in the neighborhood that would affect community members that live close to India Basin and those that live farther away. We do not want the community to be inconvenienced by changing bus routes. A full assessment of the effects of changing these specific bus routes should be analyzed in the EIR.

Please respond to these comments in writing.

Submitted by,

Bradley Angel

Bradley Angel, Executive Director
Claire Laurentine, Intern
Marie Harrison, Bayview Hunters Point Community Organizer
Etecia Brown, Bayview Hunters Point Community Organizer

Greenaction for Health and Environmental Justice
559 Ellis Street, San Francisco, CA 94109
greenaction@greenaction.org

-----Original Message-----
From: Bradley Angel [mailto:bradley@greenaction.org]
Sent: Tuesday, June 07, 2016 12:22 PM
To: Bollinger, Brett (CPC)
Cc: Marie Harrison; etecia@greenaction.org
Subject: Request to extend public comment period on scoping for Indian Basin Mixed-Use Project, and request for the Planning Dept. to provide short presentation at June 15th BVHP EJ Task Force meeting

On behalf of our members and constituents in Bayview Hunters Point impacted by the proposed India Basin Mixed-Use Project, we request the Planning Department provide an extended public comment period beyond July 1, 2016. Due to the complexity of the many issues including many potential significant impacts already identified, and the need to ensure meaningful civic engagement in this process, we request that the comment period be extended to July 30, 2016.

In addition, can you tell us if the notice and/or environmental documents were prepared and provided in any language other than English, as it is vital that all members of the community are informed about what is proposed and how they can provide input. If such translations were not provided, we hereby request a notice and underlining documents immediately be made available in other relevant languages spoken in the community.

Also, we invite you/Planning Department to make a presentation about this project and how the public can be involved at the next meeting of the Bayview Hunters Point Environmental Justice Response Task Force, Wednesday, June 15th at 2 pm. Please let us know if you or someone from the department can do this.

Thanks,
Bradley Angel
Greenaction for Health and Environmental Justice

Subject: RE: Request to extend public comment period on scoping for Indian Basin Mixed-Use Project, and request for the Planning Dept. to provide short presentation at June 15th BVHP EJ Task Force meeting
From: "Bollinger, Brett (CPC)" <brett.bollinger@sfgov.org>
Date: 6/9/2016 7:52 AM
To: Bradley Angel <bradley@greenaction.org>
CC: Marie Harrison <marieH@greenaction.org>, "etecia@greenaction.org" <etecia@greenaction.org>

Thank you for your interest in the project. To be clear about the project notice that was sent out on 6/1/2016 and the overall environmental review process, this was a Notice of Preparation (NOP) of an Environmental Impact Report under the California Environmental Quality Act (CEQA). Although an Initial Study (IS) is attached to the NOP (http://sfmea.sfplanning.org/2014-002541ENV India%20Basin NOP-IS.pdf) with some environmental topics focused out, the more complex environmental topics (transportation, air quality, noise, biological resources, water/wastewater, etc.) analysis has yet to be published. The technical analysis for the more complex topics will be published as part of the Draft Environmental Impact Report (DEIR), which will include a 60-day public comment period and a public comment hearing in front of the SF Planning Commission within the 60-day comment period. We expect to publish the DEIR in December 2016. Only the Environmental Review Officer (ERO) or the Planning Commission can recommend extension of the comment period. In discussion with the ERO, we don't believe an extension of the scoping comment period is justified in this case. However, we will accept late scoping comment letters since we do not expect the DEIR to be published until late 2016.

Regarding translation services, we can provide that service at the Planning Commission DEIR public hearing if requested. We can also work with individuals over the phone to answers questions regarding the environmental review process and analysis we publish. We do not have the resources to translate every page of analysis into multiple languages. Any individuals that need translation services can go through the Mayor's Office of Disability: http://sfgov.org/mod/language-access-ordinance

On Thursday June 16th at 5pm we will be holding a NOP Public Scoping Meeting to receive comments on the NOP/IS that was published on 6/1/2016. At this hearing the public can also comment on environmental topics that should be addressed in the DEIR. I suggest that you contact the project sponsor to request a presentation of the proposed project at your June 15th meeting. My role with this project involves only the CEQA compliance portion for which we are holding a public hearing on 6/16/2016. I can also answer questions via email or over the phone regarding the CEQA process for the project.

Please don't hesitate to contact me with any additional questions, clarifications or comments.

Best,

Brett Bollinger
San Francisco Planning Department
Environmental Planning Division
1650 Mission Street Suite 400
San Francisco, CA 94103

GREENACTION

For Health & Environmental Justice

May 23, 2017

Michael Li
San Francisco Planning Department/Environmental Planning Division
1650 Mission Street Suite 400
San Francisco, CA 94103

RE: India Basin Mixed Use Project Draft EIR

Dear Mr. Li,

On behalf of our many members and constituents in Bayview Hunters Point, Greenaction for Health and Environmental Justice is writing to raise several serious concerns about the India Basin Mixed Use Project. We call on your agency to immediately remedy serious defects in the Scoping and DEIR process, including the refusal of your agency to provide meaningful opportunities for public participation to non-English speaking residents.

On June 7, 2016, Greenaction wrote to the Planning Department about several issues related to the Scoping and EIR processes, including the English-only notices associated with the environmental review process. We asked "if the notice and/or environmental documents were prepared and provided in any language other than English, as it is vital that all members of the community are informed about what is proposed and how they can provide input. If such translations were not provided, we hereby request a notice and underlining documents immediately be made available in other relevant languages spoken in the community.".

On June 9, 2016, Mr. Bollinger responded to our June 7th communication, rejecting our request for translation. Mr. Bollinger stated in relevant part:

> Regarding translation services, we can provide that service at the Planning Commission DEIR public hearing if requested. We can also work with individuals over the phone to answers questions regarding the environmental review process and analysis we publish. We do not have the resources to translate every page of analysis into multiple languages. Any individuals that need translation services can go through the Mayor's Office of Disability: http://sfgov.org/mod/language-access-ordinance

The refusal of the Planning Department to translate the notice and any part of the associated environmental review documents, despite the fact that the affected community has many non-English speaking residents (particularly Chinese and Spanish-speaking), is unacceptable as it denies them their lawful right to meaningful participation in public processes including the Scoping and EIR process. The Planning Department clearly has the resources, as well as the legal and moral responsibility, to translate the public notices and at least translate an extended executive summary of the Scoping/Notice of Preparation, DEIR, EIR and other key documents.

Furthermore, it is insulting to San Francisco residents who are non-English speaking or limited English speaking for the Planning Department to respond by saying: *"Any individuals that need translation services can go through the Mayor's Office of Disability..."*

559 Ellis Street, San Francisco, CA 94109 • Telephone: 415-447-3904 Fax: 415-447-3905
P.O. BOX 277, Kettleman City, CA 93239 • Telephone: 559-583-0800
www.greenaction.org

It is ironic that the Planning Department in the Sanctuary City of San Francisco apparently considers **speaking a language other than English as a disability. It is a human right.**

We are also concerned that the Planning Department apparently plans on releasing the Draft Environmental Impact Report any day. In addition to the language access issues described above, we have serious concerns that the DEIR will be inadequate due to the lack of information and analysis about the extent of contamination at the project site.

We understand that some testing for toxic contamination has been conducted. We also understand that test results were not considered in development of the DEIR as these test results are just being analyzed now. We further are concerned that no testing was conducted for possible radioactive contamination, despite the clearly known fact that the adjacent Hunters Point Naval Shipyard Superfund site is heavily contaminated with radioactive waste from decades of military and industrial polluting activities. The lack of data immensely relevant to a DEIR undermines that adequacy of the DEIR and prevents the public from being able to make informed comments – denying us and others our lawful right to meaningful civic engagement in the process.

We therefore call on the San Francisco Planning Department to take the following actions to ensure that the environmental review process is legitimate, ensures full meaningful civic engagement opportunities for all people including people of color and non-English speaking residents, and complies with state and federal civil rights laws:

(1) Start the process over, and do it properly, starting with the Scoping/Notice of Preparation;

(2) Translate all notices associated with the project into languages spoken by Bayview Hunters Point residents, including Spanish and Chinese;

(3) Translate all environmental review documents, or at a minimum produce and translate extended Executive Summaries of all documents; and

(4) Require that the entire site be thoroughly tested for hazardous and radioactive contamination, with test results analyzed and made publicly available, prior to the creation of a DEIR document.

We request a meeting with your department in the next week to discuss these urgent matters.

Sincerely,

Bradley Angel

Bradley Angel, Executive Director

cc Nicole Avril, Recreation and Parks Department
Bayview Hunters Point Mothers and Fathers Committee
Bayview Hunters Point Environmental Justice Response Task Force
Department of Toxic Substances Control
APRI
PODER

Subject: India Basin EIR
From: "Navarrete, Joy (CPC)" <joy.navarrete@sfgov.org>
Date: 8/29/2017 6:19 PM
To: Bradley Angel <bradley@greenaction.org>
CC: Brian Butler <brian@greenaction.org>, Victoria Lehman <victoria@bldsf.com>, "Taupier, Anne (ECN)" <anne.taupier@sfgov.org>, "sheridan@greenaction.org" <sheridan@greenaction.org>, Michael Yarne <michael@bldsf.com>, "Gibson, Lisa (CPC)" <lisa.gibson@sfgov.org>, "Simi, Gina (CPC)" <gina.simi@sfgov.org>, "Avril, Nicole (REC)" <nicole.avril@sfgov.org>, "Li, Michael (CPC)" <michael.j.li@sfgov.org>, "Warren, Elaine (CAT)" <elaine.warren@sfgov.org>, "'Murphy, Mary G. (MGMurphy@gibsondunn.com)'" <MGMurphy@gibsondunn.com>

Dear Mr. Angel,

Thank you again for your patience. We sincerely apologize for the delay.

Language Translation:
Thank you for your request for translation. We do acknowledge your prior request for translation of the NOP back in June 2016 and had translated the NOP into Spanish shortly thereafter (attached). However, based on our review of correspondence during that time, we discovered that it was not transmitted to you. This appears to have been an unfortunate oversight. I sincerely apologize. That being said, there was no procedural oversight that would require recirculation of the NOP/IS as the Planning Department satisfied its requirements under CEQA.

Moving forward, we will translate the Notice of Availability of the Draft EIR into Spanish, Chinese, and Tagalog. Please send us a list of mailing and/or email addresses for each of the interested parties requesting translation under each respective language so that we can ensure the mailing is transmitted properly. We will also make these translated notices available on our webpage - http://sf-planning.org/environmental-impact-reports-negative-declarations

Further Comment Opportunity:
It is not too late for public input on the India Basin EIR or the Project. As you know, the NOP/IS scoping period has passed and we are now preparing to publish the Draft EIR. The Draft EIR will contain an up-to-date project description and will address the comments we received during the NOP/IS scoping period. We have also taken Greenaction's May 2017 letter as an NOP/Initial Study comment, which will also be addressed in the Draft EIR. There will be a minimum 45-day Draft EIR comment period within which comments on the Draft EIR can be submitted either in writing or in person at the public hearing before the Planning Commission. Then a Responses to Comments document will be prepared and the EIR will once again go before the Planning Commission for certification. This makes two more opportunities for public comments on the EIR moving forward – Draft EIR comment period and Final EIR certification. In addition, public hearings on the approvals for the project would be scheduled before several decision-makers including, but not limited to, the Planning Commission, Recreation and Parks Commission, and Board of Supervisors. Hence, more public participation opportunities forthcoming.

While we welcome further input through the EIR process, please note that the opportunity for verbal comments will be at the Planning Commission Draft EIR hearing. The Planning Department will not be hosting any other DEIR workshop events. As we stated yesterday, the Build Inc. letter that you received on August 24,

2017 did not reflect the Planning Department's concurrence in any way. We regret any confusion this has caused and have hopefully clarified the CEQA process. Whatever the project sponsors propose to implement would be independent of the Planning Department and CEQA requirements.

Please feel free to contact me or the Environmental Review Officer Lisa Gibson (cc'ed above) if you have any questions.

Thanks,
Joy

Joy Navarrete, Senior Environmental Planner
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, CA 94103
P. 415-575-9040 F. 415-558-6409
www.sfplanning.org

—Attachments:

Spanish_India Basin EIR NOP.pdf	210 KB

SAN FRANCISCO
PLANNING DEPARTMENT

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

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

September 8, 2017

Bradley Angel, Executive Director
Greenaction
559 Ellis Street
San Francisco, CA 94109

Re: Case No. 2014-002541ENV
India Basin Mixed-use Project EIR Language Access

Dear Mr. Angel,

I am writing in response to your email message dated 8/31/17 to Joy Navarrete regarding language access in the India Basin EIR process. Because the Planning Department takes compliance with the Language Access Ordinance and the California Environmental Quality Act (CEQA) very seriously, I have reviewed the correspondence between you and our department on this matter and met with staff to understand the history of communications and context for your concerns.

I understand that you remain unsatisfied with the steps taken by the Planning Department regarding translation and language access on this project. Given your experience and your organization's objectives, I understand your perspective.

We have heard your concerns and are committed to translating the Notice of Availability of the Draft EIR into Spanish, Chinese, and Tagalog. BUILD has proposed to translate the Draft EIR Executive Summary into other languages, upon request by Greenaction. Non-English speaking people may request language access services at the Planning Commission hearing on the Draft EIR, and their verbal comments will be responded to in writing in the Responses to Comments document. Language access services will also be available at the EIR certification hearing. These steps will provide ample opportunity for meaningful input and participation by non-English speaking people in the EIR process moving forward.

We acknowledge that the department did not provide a translated Notice of Availability of the Notice of Preparation of an EIR, an oversight that we deeply regret. At the same time, we respectfully disagree with your proposed remedy that the department restart the CEQA process again, with language noticing as you describe. We believe that a reasonable response is that the department learn from this oversight and commit to ensuring that it does not happen again.

Toward that end, our managers will conduct a Language Access Ordinance refresher training session for Environmental Planning staff this month. In that training, we will review the

department's "Language Access Ordinance Standard Operating Procedures for Employees." The training will stress the importance of providing equal access to information to those who identify themselves as Limited English Speaking individuals, and we will use this project to illustrate how valued this ordinance is by our stakeholders. Finally, we will review our internal procedures to confirm that project environmental coordinators and their supervisors adhere to these requirements in their work.

I recognize that these steps may not fully satisfy your concerns. They do, however, reflect the actions that we sincerely feel are reasonable and appropriate to take under the circumstances. We look forward to your further input and participation in the India Basin EIR process. I am available at (415) 575-9032 or lisa.gibson@sfgov.org should you have any questions.

Sincerely,

Lisa Gibson

Lisa Gibson
Environmental Review Officer
Director of Environmental Planning

cc Joy Navarrete, Planning Department
Michael Li, Planning Department
Gina Simi, Planning Department
Michael Yarne, BUILD

State of California Confirms Bayview Hunters Point at Risk from Pollution

For decades residents have voiced concern about pollution. California finally confirms BVHP as one of the communities most vulnerable to pollution in the State.

What does this mean for Bayview Hunters Point?

A community with a high percentage is experiencing a higher pollution burden and vulnerability than a community with a lower percentage in California.

Bayview Hunters Point rates in the 90% percentile on CalEnviroScreen.

This means that BVHP has a higher pollution burden than 90% of California.

CalEnviroScreen results for Bayview Hunters Point:

Environmental Factors	Percentage
Diesel Particulate Matter	99%
Groundwater Threats	98%
Hazardous Waste	86%
Health Factors	**Percentage**
Asthma	98%
Low Birth Weight	99%
Cardiovascular	69%
Population Characteristics	**Percentage**
Poverty	87%
Unemployment	84%
Housing	91%

How to learn more and access the tool:
Website: http://oehha.ca.gov/calenvirosreen
Email: CalEnviroScreen@oehha.ca.gov

The CalEnviroScreen 3.0 report (in English and Spanish), maps and additional data:
https://oehha.ca.gov/calenvirosreen/report/calenvirosreen-30

Contact us for more information:
315 Sutter Street, 2nd Floor
San Francisco, CA 94108
(415) 447-3904
www.greenaction.org
greenaction@greenaction.org

GREENACTION
for Health & Environmental Justice

http://bvhp-ivan.org
Submit a pollution complaint!
Be as detailed as possible! Take a photo!
Get alerts from the website
Track responses and results from state agencies

State of California Confirms Bayview Hunters Point at Risk from Pollution

For decades residents have voiced concern about pollution. California finally confirms BVHP as one of the communities most vulnerable to pollution in the State.

What is CalEnviroScreen 3.0?

CalEnviroScreen 3.0 is a tool made by California Environmental Protection Agency to help identify communities most affected by pollution.

CalEnviroScreen uses the *cumulative impact theory* to compare pollution levels and health risks in communities across California.

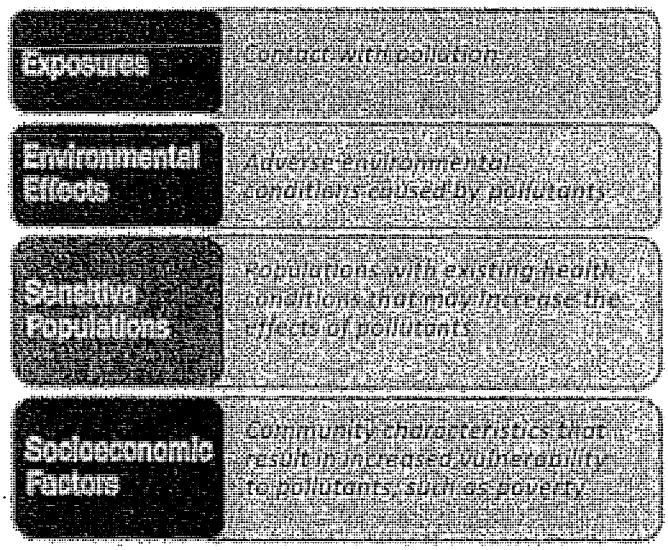
What are Cumulative Impacts?

They are the combination of different factors that when added together result in a higher impact.

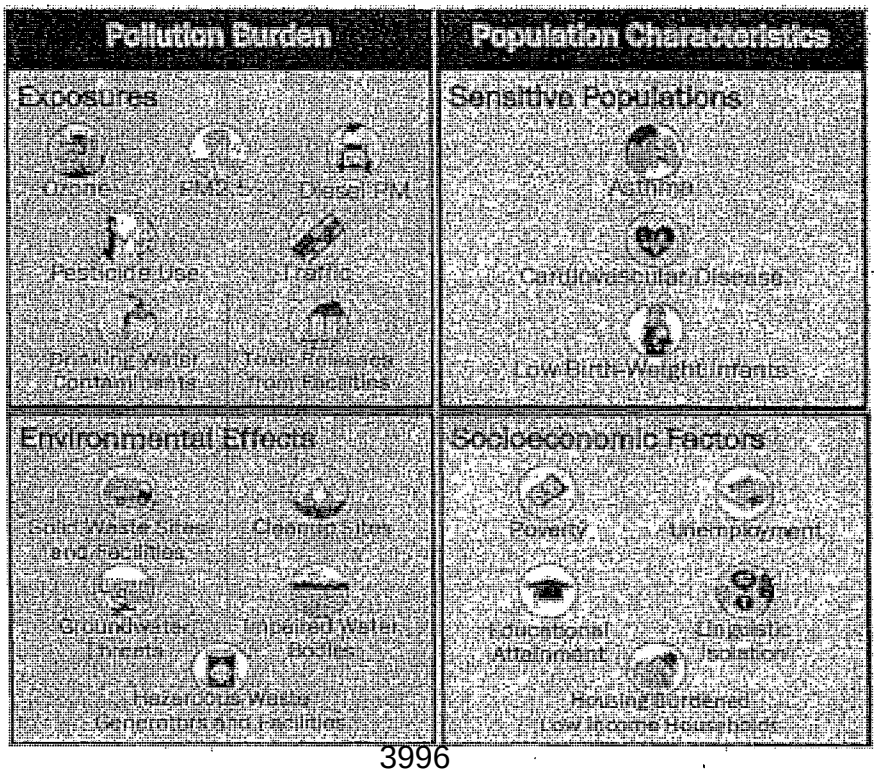
Example: pollution + asthma + poverty = cumulative impacts!

1+1+1+1+1= too much!

CalEnviroScreen measures indicators through these four main groups:



The CalEnviroScreen results are the pollution burden times the population characteristics



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2018 AUG 27 PM 4:55
BY

GREENACTION
for Health & Environmental Justice

August 27, 2018

APPEAL FEE WAIVER REQUEST RE:
GREENACTION FOR HEALTH AND ENVIRONMENTAL JUSTICE APPEAL OF PLANNING COMMISSION APPROVAL OF INDIA BASIN MIXED USE PROJECT

Pursuant to Planning Code Section 350(j)(3) and Ordinance No. 149-16, Section Greenaction for Health and Environmental Justice requests a waiver of filing fees for our appeal of the Planning Commission's approval of the EIR and the India Basin Mixed Use Project. We file this appeal on behalf of our many members and constituents in Bayview Hunters Point whose health, environment, and civil rights will be adversely, disproportionately and significantly impacted by the approval of this project.

Greenaction is a San Francisco-based non-profit organization founded in 1997 and led by grassroots leaders from urban, rural and Indigenous communities which are impacted by pollution, environmental racism, and injustice. We have participated in the project's environmental review and permit process since it began with the Planning Department, submitted written comments starting with the Notice of Preparation/Scoping process, and testified at public hearings held by the Planning Department and Planning Commission on this matter. Due to our extensive participation in the process, and our many members and constituents in the affected community, we have standing to file this appeal and request a fee waiver.

Sincerely,

Bradley Angel, Executive Director

Greenaction for Health and Environmental Justice
315 Sutter Street, 2nd floor, San Francisco, CA 94108
Phone: (415) 447-3904 Fax: (415) 447-3905
www.greenaction.org greenaction@greenaction.org

GREENACTION FOR HEALTH & ENVIRONMENTAL JUSTICE
315 SUTTER ST FL 2
SAN FRANCISCO, CA 94108

Bank of America
ACH R/T 121000358

5260
11-35/1210 CA
91292

8/27/2018

PAY TO THE ORDER OF San Francisco Planning Department $ **597.00

Five Hundred Ninety-Seven and 00/100********** DOLLARS

San Francisco Planning Department

MEMO India Basin Mixed Use Project - Appeal

AUTHORIZED SIGNATURE

GREENACTION FOR HEALTH & ENVIRONMENTAL JUSTICE 5260

San Francisco Planning Department		8/27/2018	
	India Basin Mixed Use Project - Appeal		597.00

B of A - Checking #46	India Basin Mixed Use Project - Appeal	597.00

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San Francisco Planning

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BY ll

BOARD OF SUPERVISORS APPEAL FEE WAIVER
FOR NEIGHBORHOOD ORGANIZATIONS

APPLICATION

Appellant's Information

Name: Bradley Angel

Address: 315 Sutter St 2nd floor SF 94108

Email Address: bradley@greenaction.org

Telephone: 415 447 3904 x102

Neighborhood Group Organization Information

Name of Organization: Greenaction for Health and Environmental Justice

Address: 315 Sutter St 2nd floor SF 94108

Email Address: greenaction@greenaction.org

Telephone: 415 447 - 3904

Property Information

Project Address: 700 Innes

Project Application (PRJ) Record No:

Building Permit No:

Date of Decision (if any): 7/26/18

Required Criteria for Granting Waiver

All must be satisfied; please attach supporting materials.

REQUIRED CRITERIA	YES	NO
The appellant is a member of the stated neighborhood organization and is authorized to file the appeal on behalf of the organization. Authorization may take the form of a letter signed by the President or other officer of the organization.	✓	
The appellant is appealing on behalf of an organization that is registered with the Planning Department and that appears on the Department's current list of neighborhood organizations.	✓	
The appellant is appealing on behalf of an organization that has been in existence at least 24 months prior to the submittal of the fee waiver request. Existence may be established by evidence including that relating to the organization's activities at that time such as meeting minutes, resolutions, publications and rosters.	✓	
The appellant is appealing on behalf of a neighborhood organization that is affected by the project and that is the subject of the appeal.	✓	

For Department Use Only

Application received by Planning Department:

By: _____ Date: _____

Submission Checklist:

☐ APPELLANT AUTHORIZATION ☐ CURRENT ORGANIZATION REGISTRATION ☐ MINIMUM ORGANIZATION AGE

☐ PROJECT IMPACT ON ORGANIZATION

☐ WAIVER APPROVED ☐ WAIVER DENIED

180816
180680
180681
9/17/18
CPC
SUBMITTED IN CPC

Hello members of the Land Use and Transportation Committee,

My name is Jesus Flores. I am the operations manager at Archimedes Banya: we are one of the buildings that is directly adjacent to the proposed project. As a committee today you are here to amend the general plan to revise the bayview hunters point area plan and the urban design, commerce and industry , and recreation and open space elements, to reflect the india basin Mixed Use project. In addition the ordinance amending the planning code to establish the India Basin Special use district by changing the zoning designations, height districts and the india basin special use district. Lastly approving a development agreement between the City and county of san francisco and India Basin Investment LLc that would cover a 28 acre project which some believe have various public benefits of including 25% affordable housing and 11 acre parks and open space all while making sure things fall under the California Environmental Quality Act and that the findings conform with the General Plan. I am here to appeal to you that such ordinance amendments should be further investigated, discussed and not amended today because of the significant and unavoidable negative impacts to not only Archimedes Banya but the community of India Basin Bayview and Hunters Point.

Before getting into the reasons why such ordinance amendments would have a significant and unavoidable negative impact to Archimedes Banya and the community which would not adhere to the California Environmental Quality Act. I would like to inform you a little about the Banya."We, at Archimedes Banya SF (the Banya), are committed to improving the quality of life for all that live in the nearby community and residents and visitors of the whole SF Bay Area. TheBanya is a Russian/German/Scandinavian style bathhouse, the only one of its kind in the Bay Area. It is not only a place for people to experience Russian/German/Scandinavian cultures, it has quickly become a cultural institution and tourist destination in San Francisco. The Banya is a place where people of all ages, genders, ethnic and cultural backgrounds convene to relax, socialize, and improve their health. It uniquely attracts visitors to Hunters Point, a destination in San Francisco that was previously avoided by visitors and locals alike. Thus, the Banya has contributed to the vibrancy of the neighborhood that has been unprecedented by any other business in the area." We are a place where people can forget that they are in a bustling city and get away from there every day routine.

To start off I would like to discuss with you the negative effects that this building will have if you allow the zoning to change to a Special Use District, which would allow for two 14 story and various other 6 7 8 story building in the area that would engulf Archimedes Banya. I strongly urge this committee to maintain the current zoning of MC ! and NC 2 which would keep the height at 40 feet throughout the project. When we first started coming to these public meetings with the planning commission about the EIR we wanted to first off be included in the report. Not one mention of Archimedes Banya was included or the effects this project would have on our business. Then after we came again to stop the Revised EIR from being passed because then we were just referred to as a commercial / residential dwelling unit. The adverse effects were again not discussed in the revised version. I know some people from build have spoken with the owner Dr. Mikhail Brodsky but have any of you come and used our facility. It is more than just a commercial/residential dwelling unit. It a space were citizens come to heal their body and relax.

If you were to change the zoning heights for this project and allow these buildings to engulf us you would drastically impact the wind speeds and duration of hazardous winds and in turn negatively impact the ventilation of our building. As stated in the revised EIR "The EIR concluded that the proposed project would result in a substantial increase in the wind speed and duration of hazardous winds at the project site and in its vicinity, which would substantially affect public areas or outdoor recreation facilities and result in a significant and unavoidable wind impact". Now Mitigation measures were introduced M-WI-1a. M-WI-1b. and M-WI-1c these discussed wind impact analysis and mitigation for buildings over 100 ft, temporary wind reduction measures during construction and reduce effects of ground level hazardous winds through ongoing review. Unfortunately again as stated in the revised EIR which was passed in it it stated" Implementation of these mitigation measures would not reduce the proposed project's wind impact to a less-than significant level. Therefore, the Draft EIR concluded that the proposed project's wind impact would be significant and unavoidable with mitigation" and then it went to summarize "impacts of the revised proposed project would be the same as the proposed project's impacts described in the EIR. The impacts of the revised proposed project related to wind would be significant and unavoidable with mitigation." High winds effect Archimedes Banya ventilation system. If i can quickly summarize in our facility we have two parikas . these are russian style sauna that involve humidity. Now if winds increase that means the air duct on our roof would have more wind going into the saunas and would cause the humidity and the temperature to be reduce and those are two main key components that you need when enjoying our facility. I can also get into how you would remove our customers privacy as well. People enjoy our roof to sun bath and do so in the nude at times. But getting past just the privacy that will be infringed upon I would like to continue because of these negative wind impacts I believe you should look how the air quality will be even more drastic.

Now the revised proposed project would not propose any changes to building envelopes or locations. With that i would like to mention that the air quality is going to have negative impacts on Archimedes Banya and the community. Mitigation measures were introduced to M-AQ-1a. 1b. 1c. and 1d. These were said to minimized off/on road construction equipment emission , utilize best available control technology for in water construction equipment, and offset emissions for construction and operation o zonone precursor (Nox and RoG) emission . As stated in the in the revised EIR that was passed "Mitigation Measures M-AQ-1a through M-AQ-1d would be implemented to reduce construction-related emissions of oxides of nitrogen (NOX) to the greatest extent feasible. However, even with the implementation of those mitigation measures, the proposed project would violate an air quality standard, contribute to an existing or projected air quality violation, and cause a cumulatively considerable net increase in criteria air pollutants during construction. " the revised proposed project would have the same construction activities as the proposed project. Although the revised proposed project would result in a similar daily estimate or slight decrease in operational vehicle trips, overall impacts related to the combined construction-related and operational emissions would be significant and unavoidable with mitigation, the same impact conclusion as reported in the Draft EIR for the proposed project. Now how can you allow that harmful emission go into the community that its members have already been reported to have more ailment because of the navy yard being there for years and now you want to introduce new containments and not only that the Banya guest come to heal there bodies and you would want them breath in this air that is literally less than 5 feet in either direction.

Now since my time might be coming to a close i would like to address the biggest flaw and issue of why this project would not be in accordance to the safety of our environment and the CEQA and that this committee on land use and transportation should further investigate the plot before amending these ordinances. Is that the cancer risk for continuing this project will be high even with mitigation as stated " the impact of the proposed project related to concentrations of particulate matter less than or equal to 2.5 micrometers in diameter (PM2.5) during construction would be significant and unavoidable because of haul truck traffic and construction equipment emissions. In terms of building square footage, the amount of construction would be the same under the revised proposed project as under the proposed project. Construction-related and operational activities associated with the proposed project would result in increases in emissions of diesel particulate matter (PM) that would affect lifetime excess cancer risk for both on- and off-site receptors. Overall, impacts of the revised proposed project would be the same as the proposed project's impacts described in the Draft EIR. Impacts of the revised proposed project on air quality would be significant and unavoidable with mitigation. To add to this just recently radioactive objects were found less than a quarter mile from our location at the Navy Yards parcel A as stated in the SF Chronicle in an article by Jason Fagone and Cynthia Dizikes . I have worked at Archimedes since it open and i have seen that development go up as well. I know that teams from that site would dump dirt over in the project site we are currently discussing. In the EIR soil samples were only done on the surface, the plot of the proposed project has been getting filled for over half a century with other contaminants. Further soil sample should be taken as well especially since back in 1999 soil samples were done by Trans Pacific Geotechnical Consultants and found traces of lead and other minerals and gases.

I am appealing to you members of this committee Tang, Klm, and Safai to further investigate the land use of this India Basin Mixed Used Project to not move forward with amending these ordinances. Further investigation should be done on the effects it will have on the community and my business. You are allowing a community to be greatly affected. If you amend these today you are saying you are ok with giving members of the community cancer and other health related illness all for a few hundred units of houses that won't even be affordable to those that live in the neighborhood you are going to devastate. If you truly wanted to help the community Build should not have removed the school or better yet allow for a higher amount of so called affordable housing. If this project was to be done in your district and you were aware of the negative impacts. I would expect for you not to allow it to continue. You all have strived to better the lives of families in San Francisco other communities so don't hurt the lives of those in this community.

TRANS PACIFIC GEOTECHNICAL CONSULTANTS, INC.

445 GRANT AVENUE, SUITE 403, SAN FRANCISCO, CALIFORNIA 94108-3249
TELEPHONE: (415) 788-8627 FAX: (415) 788-3121

June 28, 1999

Our Job No. 1535-001

Banya 2000
1600 Shattuck Avenue, #214-II
Berkeley, California 94709

Attention: Mr. Reinhard Imhof

Ladies and Gentlemen:

Report
Soil Sampling and Chemical Testing
Proposed Russian Spa
Assessor's Block 4644, Lot 5A
Innes Avenue
San Francisco, California

This report presents the results of our soil sampling and chemical testing for the site of the proposed Russian spa in San Francisco, California. The site, known as Lot 5A of Assessor's Block 4644, is located on the north side of Innes Avenue between Earl Street and Fitch Street as shown on the Vicinity Map, Plate 1.

PROPOSED CONSTRUCTION

Present plans call for construction of a three-story building with a basement. The building will house an in-door swimming pool, hot tubs, exercise rooms, weight rooms, and a restaurant, among others. The basement will be used for parking and a mechanical room. Details of the proposed development have not been finalized and details of the loading information are not available at this time.

PURPOSE AND SCOPE OF SERVICES

The purpose of our service was to explore the subsurface soil and rock conditions at the site and to collect soil samples for analytical chemical testing. Our service was performed substantially in accordance with our proposal dated May 13, 1999. The scope of our services included a field exploration program of excavating two test pits and performance of analytical chemical testing.

FIELD EXPLORATION

The subsurface conditions were explored on June 4, 1999, by excavating two test pits with a backhoe at the locations shown on the Plot Plan, Plate 2. The test pits were excavated to depths of about 11 feet to 14 feet below the existing ground surface. The field exploration was performed under the technical direction of one of our geologists who examined and visually classified the soil encountered, maintained a log of test pits, and obtained samples for visual examination and analytical chemical testing. Graphical presentation of the soils encountered is presented on the Log of Exploratory Pit, Plates 3A through 3B. An explanation of the nomenclature and symbols used on the Log of Exploratory Pits is shown on Plate 4, Soil Classification Chart and Key to Test Data. The

logs of test pits show subsurface conditions on the date and at the locations indicated, and it is not warranted that they are representative of subsurface conditions at other times or locations. After completion of the excavation operation, the test pits were loosely backfilled with the excavated soils and randomly rolled with the rubber-tired wheels.

The soil samples were collected with appropriate sampling protocol. These samples were initially stored in an ice chest and subsequently refrigerated for proper storage and eventual transport to the analytical laboratory. A chain of custody of these samples was maintained.

DISCUSSION

Soil samples were hand delivered to the premise of Caltest Analytical Laboratory in Napa, California on June 7, 1999. We were directed by Mr. R. Imhof to hold the testing of soil samples obtained in Test Pit 1 in abeyance; therefore, analytical testing was assigned only on soil samples obtained in Test Pit 2. These tests included testing for heavy metals, asbestos, total petroleum hydrocarbons as gas and total petroleum hydrocarbons as diesel and polychlorinated biphenyls (PCB).

The results of the analytical testing, as presented by Caltest Analytical Laboratory, are presented in the Appendix.

CLOSURE

Our services have been performed with the usual thoroughness and competence of the engineering profession. No other warranty or representation, either expressed or implied, is included or intended.

If you have any questions regarding this report or require additional information, please contact us. The following plates and appendix are attached and complete this report.

Plate	1	Vicinity Map
Plate	2	Plot Plan
Plates	3A and 3B	Log Of Exploratory Pit
Plate	4	Soil Classification Chart and Key to Test Data
Appendix		Report prepared by Caltest Analytical Laboratory and dated June 25, 1999

Yours very truly,
Trans Pacific Geotechnical Consultants, Inc.

Eddy T. Lau, P.E.
Reg. Civil Engineer 019897
Reg. Geotechnical Engineer 506
Expiration 9/30/2001

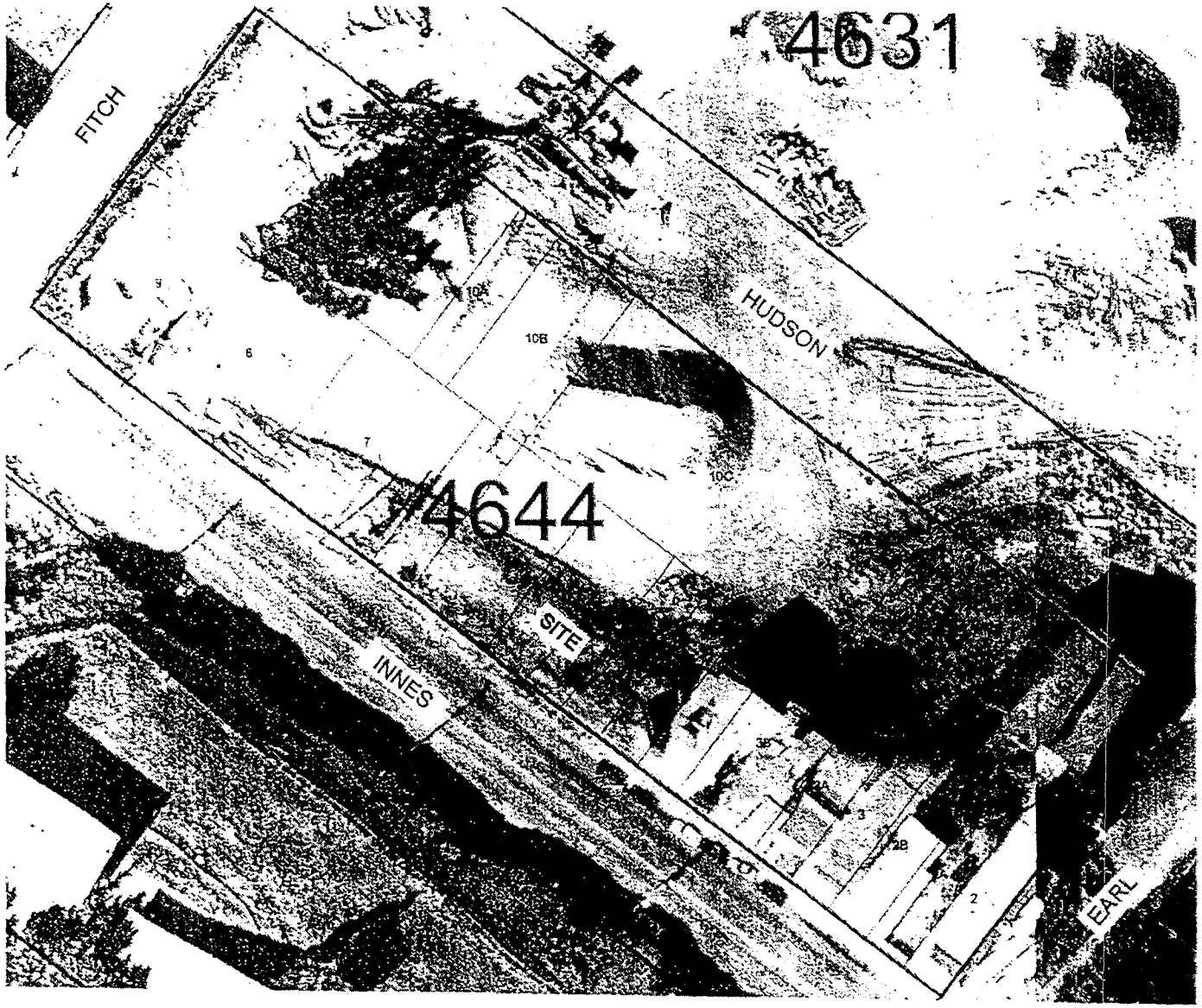
(Six copies submitted)

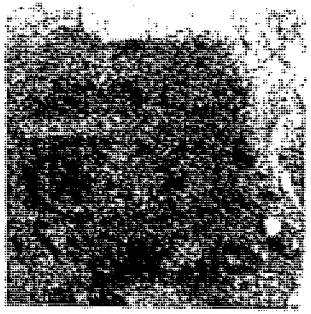
cc: ARCUS Architecture and Planning (2)
445 Grant Avenue, Suite 404
San Francisco, California 94108
Attention: Mr. Samuel Kwong

WPN:1535001.RE2

SF Digital Basemap

1535-001 Proposed Russian Spa, Innes Avenue, San Francisco, California





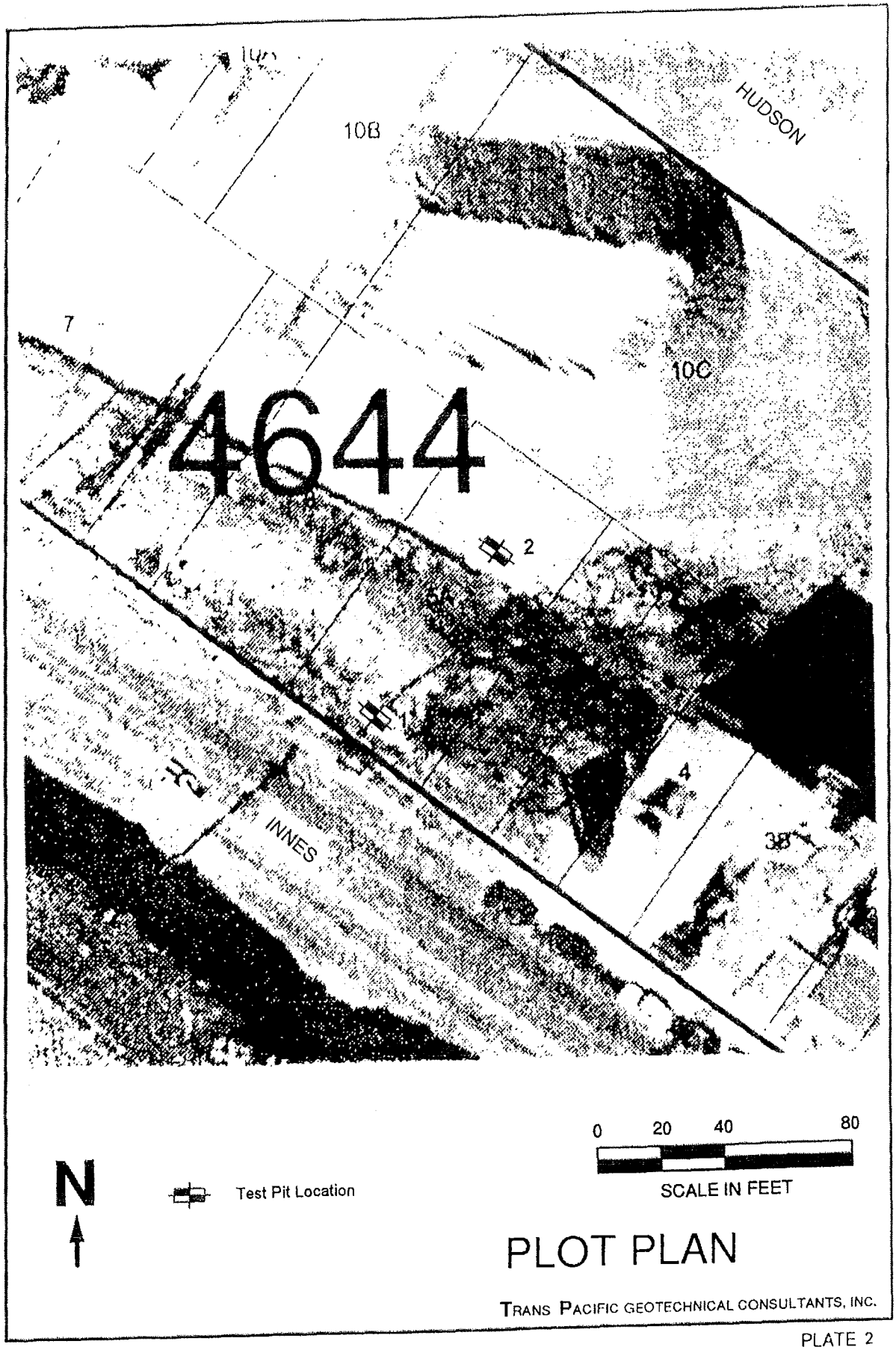
VICINITY MAP

Source: Department of Public Works, Copyright, 1996

30 0 30 60 Feet

Trans Pacific Geotechnical Consultants, Inc.

PLATE 1



1535-001 Proposed Russian Spa, Innes Avenue, San Francisco, California

PLOT PLAN

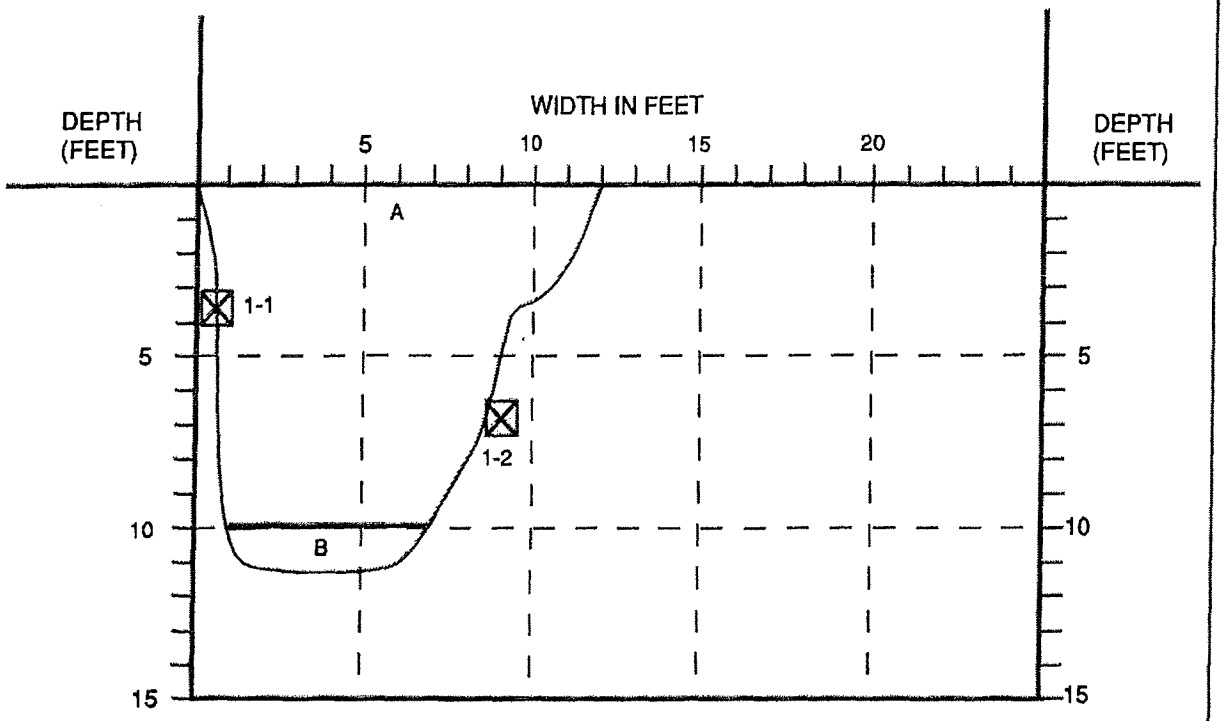
TRANS PACIFIC GEOTECHNICAL CONSULTANTS, INC.

PLATE 2

TEST PIT 1

SURFACE ELEVATION: _____ DATE EXCAVATED: 6/4/99

LOGGED BY: DRF EQUIPMENT: backhoe DATE BACKFILLED: 6/4/99



■ INDICATES DEPTH OF UNDISTURBED SAMPLE

⊠ INDICATES DEPTH OF DISTURBED SAMPLE

A. GC, Sandy GRAVEL with trace clay and serpentine rock fragments, occasional cobbles, dry to damp, (loose), [FILL].

B. CL, Brown silty CLAY with rock fragments, moist.

1535-00, Proposed Russian Spa, Innes Avenue, San Francisco, California

LOG OF EXPLORATORY PIT

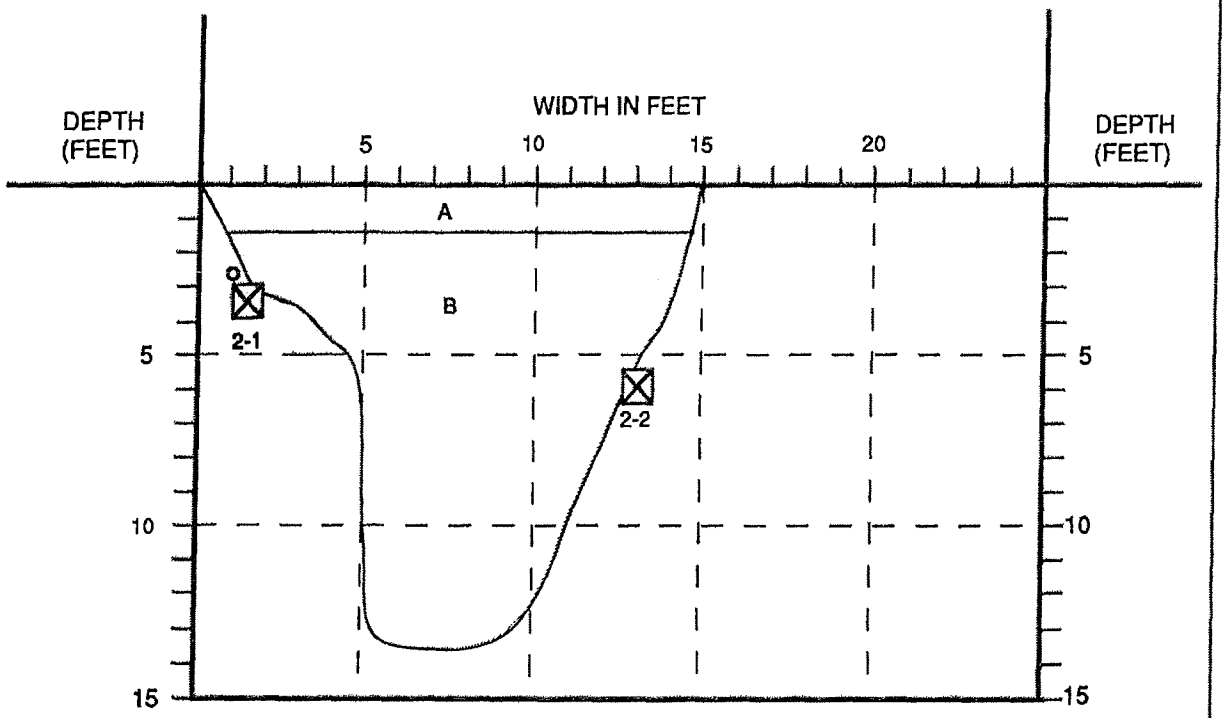
Trans Pacific Geotechnical Consultants, Inc.

PLATE 3A

TEST PIT 2

SURFACE ELEVATION: _____ DATE EXCAVATED: 6/4/99

LOGGED BY: DRF EQUIPMENT: backhoe DATE BACKFILLED: 6/4/99



■ INDICATES DEPTH OF UNDISTURBED SAMPLE

⊠ INDICATES DEPTH OF DISTURBED SAMPLE

o PIPE

A. GW, Sandy GRAVEL, dry, (loose), [FILL].

B. CL/GC, Dark brown and black layered sandy CLAY with wood, brick, reinforcing steel, large rock fragments, and a block of granite, moist, (loose and soft), [FILL]. Grading to yellowish brown clayey GRAVEL at around 11 feet to 12 feet, moist, (loose), [FILL].

1535-001 Proposed Russian Spa, Innes Avenue, San Francisco, California

LOG OF EXPLORATORY PIT

Trans Pacific Geotechnical Consultants, Inc.

PLATE 3B

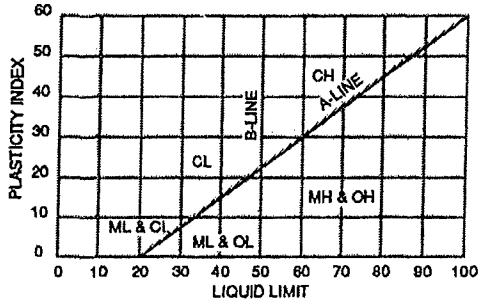
UNIFIED SOIL CLASSIFICATION SYSTEM

SYMBOL	LETTER	DESCRIPTION	MAJOR DIVISIONS		
	GW	WELL-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES	CLEAN GRAVELS (LITTLE OR NO FINES)	GRAVELS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	COARSE-GRAINED SOILS MORE THAN 50% OF MATERIAL IS RETAINED ON NO. 200 SIEVE
	GP	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES			
	GM	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES	GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		
	GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES			
	SW	WELL-GRADED SAND, GRAVELLY SANDS, LITTLE OR NO FINES	CLEAN SANDS (LITTLE OR NO FINES)	SANDS 50% OR MORE OF COARSE FRACTION PASSES NO. 4 SIEVE	
	SP	POORLY-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES			
	SM	SILTY SANDS, SAND-SILT MIXTURES	SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		
	SC	CLAYEY SANDS, SAND-CLAY MIXTURES			
	ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS, CLAYEY SILTS WITH SLIGHT PLASTICITY	SILTS & CLAYS (LIQUID LIMIT LESS THAN 50)		FINE-GRAINED SOILS 50% OR MORE OF MATERIAL PASSES THE NO. 200 SIEVE
	CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS			
	OL	ORGANIC SILTS AND ORGANIC SILT-CLAYS OF LOW PLASTICITY			
	MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS	SILTS & CLAYS (LIQUID LIMIT 50 OR MORE)		
	CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS			
	OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS			
	PT	PEAT AND OTHER HIGHLY ORGANIC SOILS	HIGHLY ORGANIC SOILS		

FOR VISUAL CLASSIFICATION, THE 1/4" SIZE MAY BE USED AS EQUIVALENT TO THE NO. 4 SIEVE SIZE

THE NO. 200 U.S. STANDARD SIEVE SIZE IS ABOUT THE SMALLEST PARTICLE VISIBLE TO THE NAKED EYE

PLASTICITY CHART



KEY TO SAMPLES

- INDICATES DEPTH OF UNDISTURBED SAMPLE
- INDICATES DEPTH OF DISTURBED SAMPLE
- INDICATES DEPTH OF SAMPLING ATTEMPT WITH NO RECOVERY
- INDICATES DEPTH OF STANDARD PENETRATION TEST
- INDICATES DEPTH OF UNDISTURBED "S" (SHELBY) TYPE SAMPLE

TYPES OF SOIL SAMPLERS

MC - MODIFIED CALIFORNIA SAMPLER
NX - ROCK CORING
P - PISTON SAMPLER
PT - PITCHER BARREL SAMPLER
S - SHELBY SAMPLER
SPT - STANDARD PENETRATION TEST SAMPLER
U - UNDERWATER SAMPLER

KEY TO TEST DATA

GS - GRAIN-SIZE DISTRIBUTION
DSCU - DIRECT SHEAR TEST, CONSOLIDATED - UNDRAINED
DSUU - DIRECT SHEAR TEST, UNCONSOLIDATED - UNDRAINED
TXUU - TRIAXIAL COMPRESSION TEST, UNCONSOLIDATED - UNDRAINED

SOIL CLASSIFICATION CHART AND KEY TO TEST DATA

Trans Pacific Geotechnical Consultants, Inc.

PLATE 4

APPENDIX

Report

Prepared By

CALTEST ANALYTICAL LABORATORY

Laboratory No. 9906-181

June 25, 1999

CALTEST ANALYTICAL LABORATORY
1885 N. Kelly Rd. • Napa, California 94558
(707) 258-4000 • Fax: (707) 226-1001

CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

June 25, 1999

Mr. Eddy T. Lau, P.E.
Trans Pacific GeoTechnical
445 Grant Avenue, Suite 403
San Francisco, CA 94108

Dear Mr. Lau:

On June 7, 1999, Caltest received four soil samples which were logged into our system as lab order number 9906181. Per your request, two of the four samples were analyzed for California Assessment Manual (CAM) Metals, Asbestos, Total Petroleum Hydrocarbons (TPH) as Gas, Total Petroleum Hydrocarbons (TPH) as Diesel, and Polychlorinated Biphenyls (PCB).

The following analytical report indicates a detection on both soil samples for an unidentified petroleum hydrocarbon pattern which was quantitated as Diesel # 2. All metals were below the Total Threshold Limit Concentration (TTLC) Limits, however, Chromium and Lead were detected above 10 times the Soluble Threshold Limit Concentration (STLC) Limit. This is an indication that an STLC Extraction and analysis needs to be performed on both soil samples for Chromium, and Lead.

Please do not hesitate to call me at the laboratory if you have any questions regarding this report.

Sincerely,
Caltest Analytical Laboratory

Todd M. Albertson
Project Manager

Enclosure(s):
Caltest Lab Order # 9906181

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1885 N. Kelly Rd. • Napa, California 94558
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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

REPORT of ANALYTICAL RESULTS

Report Date: 25 JUN 1999
Received Date: 07 JUN 1999

Client: Eddy T. Lau, P.E.
Trans Pacific GeoTechnical
445 Grant Avenue, Suite 403
San Francisco, CA 94108

Project: 1535-001 RUSSIAN SPA

Sampled by: DON FOWLER

Lab Number	Sample Identification	Matrix	Sampled Date/Time
9906181-1	2-1 (A & B) 3'6"	SOIL	04 JUN 99 09:20
9906181-2	2-2 (A & B) 5'6"	SOIL	04 JUN 99 09:40
9906181-3	1-1 (A & B) 3'3"	SOIL	04 JUN 99 08:30
9906181-4	1-2 (A & B) 6'6"	SOIL	04 JUN 99 08:40

Todd M. Albertson
Project Manager

Christine Horn
Laboratory Director

CALTEST authorizes this report to be reproduced only in its entirety.
Results are specific to the sample as submitted and only to the parameters reported.
All analyses performed by EPA Methods or Standard Methods (SM) 18th Ed. except where noted.
Results of 'ND' mean not detected at or above the listed Reporting Limit (R.L.).
'D.F.' means Dilution Factor and has been used to adjust the listed Reporting Limit (R.L.).
Acceptance Criteria for all Surrogate recoveries are defined in the QC Spike Data Reports.

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

INORGANIC ANALYTICAL RESULTS

ANALYTE	RESULT	R.L.	UNITS	D.F.	METHOD	ANALYZED	QC BATCH	NOTES
LAB NUMBER: 9906181-1								
SAMPLE ID: 2-1 (A & B) 3'6"								
SAMPLED: 04 JUN 99 09:20								
Antimony	ND	2.	mg/kg	10	6010B	06.16.99	A990421ICP	1,2
Arsenic	6.7	0.8	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Barium	110.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Beryllium	ND	1.	mg/kg	10	6010B	06.16.99	A990421ICP	1,2,3
Cadmium	ND	0.2	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Chromium	57.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Cobalt	11.	0.4	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Copper	56.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Lead	210.	0.6	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Mercury	0.6	0.1	mg/kg	5	7471A	06.16.99	A990428MER	2,4
Molybdenum	ND	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Nickel	80.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Selenium	ND	2.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Silver	ND	0.6	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Thallium	ND	2.	mg/kg	10	6010B	06.16.99	A990421ICP	1,2
Vanadium	42.	0.4	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Zinc	150.	4.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Asbestos	RR		%	1	PLM			5,6
LAB NUMBER: 9906181-2								
SAMPLE ID: 2-2 (A & B) 5'6"								
SAMPLED: 04 JUN 99 09:40								
Antimony	ND	2.	mg/kg	10	6010B	06.16.99	A990421ICP	1,2
Arsenic	4.7	0.8	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Barium	84.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Beryllium	ND	1.	mg/kg	10	6010B	06.16.99	A990421ICP	1,2,3
Cadmium	ND	0.2	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Chromium	51.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Cobalt	10.	0.4	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Copper	41.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Lead	89.	0.6	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Mercury	1.2	0.2	mg/kg	10	7471A	06.16.99	A990428MER	2,4
Molybdenum	ND	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Nickel	55.	1.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Selenium	ND	2.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2

1) Sample Preparation on 06-14-99 using 3050B
2) Result expressed as wet weight of sample.
3) The Reporting Limit (R.L.) was raised due to background interference noted in the sample.
4) Sample Preparation on 06-15-99 using 7471A
5) Analysis performed by EMSL Analytical, ELAP certification # 1620.
6) Refer to the attached reference laboratory report for the original certificate of analysis and supporting Quality Control data.

CALTEST ANALYTICAL LABORATORY
1885 N. Kelly Rd. • Napa, California 94558
(707) 258-4000 • Fax: (707) 226-1001

CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

INORGANIC ANALYTICAL RESULTS

ANALYTE	RESULT	R.L.	UNITS	D.F.	METHOD	ANALYZED	QC BATCH	NOTES
LAB NUMBER: 9906181-2 (continued)								
Silver	ND	0.6	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Thallium	ND	2.	mg/kg	10	6010B	06.16.99	A990421ICP	1,2
Vanadium	45.	0.4	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Zinc	100.	4.	mg/kg	10	6010B	06.15.99	A990421ICP	1,2
Asbestos	RR		%	1	PLM			3,4

1) Sample Preparation on 06-14-99 using 3050B
2) Result expressed as wet weight of sample.
3) Analysis performed by EMSL Analytical, ELAP certification # 1620.
4) Refer to the attached reference laboratory report for the original certificate of analysis and supporting Quality Control data.

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

ORGANIC ANALYTICAL RESULTS

LAB ORDER No.: 9906-181

ANALYTE	RESULT	R.L.	UNITS	D.F.	ANALYZED	QC BATCH	NOTES
LAB NUMBER: 9906181-1							
SAMPLE ID: 2-1 (A & B) 3'6"							
SAMPLED: 04 JUN 99 09:20							
METHOD: EPA 8082							
POLYCHLORINATED BIPHENYLS (PCBS)				1	06.19.99	T990151OCP	1,2,3
PCB 1016	ND	0.1	mg/kg				
PCB 1221	ND	0.1	mg/kg				
PCB 1232	ND	0.1	mg/kg				
PCB 1242	ND	0.1	mg/kg				
PCB 1248	ND	0.1	mg/kg				
PCB 1254	ND	0.1	mg/kg				
PCB 1260	ND	0.1	mg/kg				
Surrogate TCMX	94.		%				
Surrogate Decachlorobiphenyl	103.		%				
LAB NUMBER: 9906181-1 (continued)							
SAMPLE ID: 2-1 (A & B) 3'6"							
SAMPLED: 04 JUN 99 09:20							
METHOD: EPA 8015M							
TOTAL SEMI-VOLATILE PETROLEUM HYDROCARBONS				1	06.18.99	T990148TPH	2,4,5
Diesel Fuel	ND	4.	mg/Kg				
TPH-Extractable, quantitated as diesel	14.	4.	mg/Kg				
Surrogate o-Terphenyl	85.		%				
LAB NUMBER: 9906181-1 (continued)							
SAMPLE ID: 2-1 (A & B) 3'6"							
SAMPLED: 04 JUN 99 09:20							
METHOD: EPA 8020A							
AROMATIC HYDROCARBONS				1	06.09.99	V990064G9A	2,6
Benzene	ND	0.0025	mg/kg				
Toluene	ND	0.0025	mg/kg				
Ethylbenzene	ND	0.0025	mg/kg				
Xylenes (Total)	ND	0.0025	mg/kg				

1) Sample Preparation on 06-15-99 using EPA 3550
2) Result expressed as wet weight of sample.
3) The final volume of the sample extract was higher than the nominal amount, resulting in (a) higher reporting limit(s).
4) Sample Preparation on 06-11-99 using EPA 3550
5) An unidentified petroleum hydrocarbon was present in the sample. An approximate concentration has been calculated based on Diesel #2 standards.
6) Sample Preparation on 06-09-99 using EPA 5030

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

ORGANIC ANALYTICAL RESULTS

ANALYTE	RESULT	R.L.	UNITS	D.F.	ANALYZED	QC BATCH	NOTES
LAB NUMBER: 9906181-1 (continued)							
SAMPLE ID: 2-1 (A & B) 3'6"							
SAMPLED: 04 JUN 99 09:20							
METHOD: EPA 8020A							
AROMATIC HYDROCARBONS (continued)				1	06.09.99	V990064G9A	
Surrogate 4-Bromofluorobenzene [PID]	106.		%				
LAB NUMBER: 9906181-2							
SAMPLE ID: 2-2 (A & B) 5'6"							
SAMPLED: 04 JUN 99 09:40							
METHOD: EPA 8082							
POLYCHLORINATED BIPHENYLS (PCBS)				1	06.19.99	T9901510CP	1,2
PCB 1016	ND	0.02	mg/kg				
PCB 1221	ND	0.02	mg/kg				
PCB 1232	ND	0.02	mg/kg				
PCB 1242	ND	0.02	mg/kg				
PCB 1248	ND	0.02	mg/kg				
PCB 1254	ND	0.02	mg/kg				
PCB 1260	ND	0.02	mg/kg				
Surrogate TCMX	87.		%				
Surrogate Decachlorobiphenyl	100.		%				
LAB NUMBER: 9906181-2 (continued)							
SAMPLE ID: 2-2 (A & B) 5'6"							
SAMPLED: 04 JUN 99 09:40							
METHOD: EPA 8015M							
TOTAL SEMI-VOLATILE PETROLEUM HYDROCARBONS				1	06.18.99	T990148TPH	2,3,4
Diesel Fuel	ND	4.	mg/Kg				
TPH-Extractable, quantitated as diesel	59.	4.	mg/Kg				
Surrogate o-Terphenyl	94.		%				

1) Sample Preparation on 06-15-99 using EPA 3550
2) Result expressed as wet weight of sample.
3) Sample Preparation on 06-11-99 using EPA 3550
4) An unidentified petroleum hydrocarbon was present in the sample. An approximate concentration has been calculated based on Diesel #2 standards.

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

ORGANIC ANALYTICAL RESULTS

ANALYTE	RESULT	R.L.	UNITS	D.F.	ANALYZED	QC BATCH	NOTES
LAB NUMBER: 9906181-2 (continued)							
SAMPLE ID: 2-2 (A & B) 5'6"							
SAMPLED: 04 JUN 99 09:40							
METHOD: EPA 8020A							
AROMATIC HYDROCARBONS				1	06.09.99	V990064G9A	1,2
Benzene	ND	0.0025	mg/kg				
Toluene	ND	0.0025	mg/kg				
Ethylbenzene	ND	0.0025	mg/kg				
Xylenes (Total)	ND	0.0025	mg/kg				
Surrogate 4-Bromofluorobenzene [PID]	110.		%				

1) Sample Preparation on 06-09-99 using EPA 5030
2) Result expressed as wet weight of sample.

EMSL Analytical, Inc.

382 South Abbott Avenue
Milpitas, CA 95035
Phone: (408) 934-7010 Fax: (408) 934-7015

Attn.: Todd Albertson
Caltest Analytical Laboratory
1885 N. Kelly Road
Napa, CA 94558

Tuesday, June 15, 1999

Ref Number: CA993492

POLARIZED LIGHT MICROSCOPY (PLM)

Performed by EPA 600/R-93/116 Method*

Project: 9906181

Sample	Location	Appearance	Sample Treatment	ASBESTOS %	ASBESTOS Type	NON-ASBESTOS %	NON-ASBESTOS Fibrous	NON-ASBESTOS %	NON-ASBESTOS Non-Fibrous
9906181-1	2-1 (A & B) 3' 6"	Black Non-Fibrous Homogeneous	Crushed		None Detected			25%	Quartz 75% Other
9906181-2	2-2 (A & B) 3' 6"	Black Non-Fibrous Homogeneous	Crushed		None Detected			25%	Quartz 75% Other

Comments: For all obviously heterogeneous samples easily separated into subsamples, and for layered samples, each component is analyzed separately. Also, "# of Layers" refers to number of separable subsamples.

* NY samples analyzed by ELAP 198.1 Method.

Nonette Patron
Analyst

Approved
Signatory

Disclaimers: PLM has been known to miss asbestos in a small percentage of samples which contain asbestos. Thus negative PLM results cannot be guaranteed. EMSL suggests that samples reported as <1% or none detected be tested with either SEM or TEM. The above test report relates only to the items tested. This report may not be reproduced, except in full, without written approval by EMSL. The above test must not be used by the client to claim product endorsement by NVLAP nor any agency of the United States Government. Laboratory is not responsible for the accuracy of results when requested to physically separate and analyze layered samples.

Analysis performed by EMSL Milpitas (NVLAP AL and Calif #1616-6, ELAP #1626)

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

SUPPLEMENTAL QUALITY CONTROL (QC) DATA REPORT

Report Date: 25 JUN 1999
Received Date: 07 JUN 1999

Client: Eddy T. Lau, P.E.
Trans Pacific GeoTechnical
445 Grant Avenue, Suite 403
San Francisco, CA 94108

Project: 1535-001 RUSSIAN SPA

QC Batch ID	Method	Matrix
A990421ICP	6010B	SOIL
A990428MER	7471A	SOIL
T990148TPH	8015M	SOIL
T990151OCP	8082	SOIL
V990064G9A	8020A	SOIL

Todd M. Albertson
Project Manager

Christine Horn
Laboratory Director

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Results are specific to the sample as submitted and only to the parameters reported.
All analyses performed by EPA Methods or Standard Methods (SM) 18th Ed. except where noted.
Results of 'ND' mean not detected at or above the listed Reporting Limit (R.L.).
Analyte Spike Amounts reported as 'NS' mean not spiked and will not have recoveries reported.
'RPD' means Relative Percent Difference and RPD Acceptance Criteria is stated as a maximum.
'NC' means not calculated for RPD or Spike Recoveries.

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

METHOD BLANK ANALYTICAL RESULTS

ANALYTE	RESULT	R.L.	UNITS	ANALYZED	NOTES
QC BATCH: A990421ICP					
Antimony	ND	2.	mg/kg	06.16.99	
Arsenic	ND	0.8	mg/kg	06.15.99	
Barium	ND	1.	mg/kg	06.15.99	
Beryllium	ND	0.2	mg/kg	06.16.99	
Cadmium	ND	0.2	mg/kg	06.15.99	
Chromium	ND	1.	mg/kg	06.15.99	
Cobalt	ND	0.4	mg/kg	06.15.99	
Copper	ND	1.	mg/kg	06.15.99	
Lead	ND	0.6	mg/kg	06.15.99	
Molybdenum	ND	1.	mg/kg	06.15.99	
Nickel	ND	1.	mg/kg	06.15.99	
Selenium	ND	2.	mg/kg	06.15.99	
Silver	ND	0.6	mg/kg	06.15.99	
Thallium	ND	2.	mg/kg	06.16.99	
Vanadium	ND	0.4	mg/kg	06.15.99	
Zinc	4.45	4.	mg/kg	06.15.99	1
QC BATCH: A990428MER					
Mercury, TTLC	ND	0.01	mg/kg	06.16.99	
QC BATCH: T990148TPH					
TOTAL SEMI-VOLATILE PETROLEUM HYDROCARBONS				06.18.99	
Diesel Fuel	ND	4.	mg/Kg		
TPH-Extractable, quantitated as diesel	ND	4.	mg/Kg		
Surrogate o-Terphenyl	97.		%		
QC BATCH: T9901510CP					
POLYCHLORINATED BIPHENYLS (PCBS)				06.19.99	
PCB 1016	ND	0.02	mg/kg		
PCB 1221	ND	0.02	mg/kg		
PCB 1232	ND	0.02	mg/kg		
PCB 1242	ND	0.02	mg/kg		
PCB 1248	ND	0.02	mg/kg		
PCB 1254	ND	0.02	mg/kg		
PCB 1260	ND	0.02	mg/kg		
Surrogate TCMX	59.		%		
Surrogate Decachlorobiphenyl	142.		%		

1) Low level contamination noted in the Method Blank; sample results less than the RL or greater than 10 times the contamination level are reported.

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

METHOD BLANK ANALYTICAL RESULTS

ANALYTE	RESULT	R.L.	UNITS	ANALYZED	NOTES
QC BATCH: V990064G9A					
AROMATIC HYDROCARBONS				06.09.99	
Benzene	ND	0.0025	mg/kg		
Toluene	ND	0.0025	mg/kg		
Ethylbenzene	ND	0.0025	mg/kg		
Xylenes (Total)	ND	0.0025	mg/kg		
Methyl tert-Butyl Ether (MTBE)	ND	.125	mg/kg		
Surrogate 4-Bromofluorobenzene [PID]	112.		%		

CALTEST ANALYTICAL LABORATORY
1885 N. Kelly Rd. • Napa, California 94558
(707) 258-4000 • Fax: (707) 226-1001

CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

LABORATORY CONTROL SAMPLE ANALYTICAL RESULTS

ANALYTE	SPIKE AMOUNT	SPIKE\DUP RESULT	SPK\DUP %REC	ACCEPTANCE %REC \RPD	REL% DIFF	ANALYZED	NOTES
QC BATCH: A990421ICP							
Antimony	19.8	20.9\	106\	75-125\35		06.16.99	
Arsenic	19.9	21.2\	107\	75-125\35		06.15.99	
Barium	99.6	105.\	105\	75-125\35		06.15.99	
Beryllium	19.8	21.6\	109\	75-125\35		06.16.99	
Cadmium	9.96	10.6\	106\	75-125\35		06.15.99	
Chromium	19.9	21.2\	107\	75-125\35		06.15.99	
Cobalt	19.9	20.4\	103\	75-125\35		06.15.99	
Copper	19.9	20.8\	105\	75-125\35		06.15.99	
Lead	99.6	106.\	106\	75-125\35		06.15.99	
Molybdenum	19.9	21.1\	106\	75-125\35		06.15.99	
Nickel	19.9	20.3\	102\	75-125\35		06.15.99	
Selenium	19.9	20.7\	104\	75-125\35		06.15.99	
Silver	19.9	20.3\	102\	75-125\35		06.15.99	
Thallium	99.2	104.\	105\	75-125\35		06.16.99	
Vanadium	19.9	20.8\	105\	75-125\35		06.15.99	
Zinc	99.6	108.\	108\	75-125\35		06.15.99	
QC BATCH: A990428MER							
Mercury, TTLC	0.200	0.229\	114\	75-125\35		06.16.99	
QC BATCH: T990148TPH							
TOTAL SEMI-VOLATILE PETROLEUM HYDROCARBONS						06.18.99	
Diesel Fuel	66.7	58.6\	88\	59-134\			
Surrogate o-Terphenyl	6.7	7.40\	110\	60-111\			
QC BATCH: T9901510CP							
POLYCHLORINATED BIPHENYLS (PCBS)						06.25.99	
PCB 1260	0.133	0.166\	125\	70-130\			
Surrogate TCMX	0.0133	0.0125\	94\	13-147\			
Surrogate Decachlorobiphenyl	0.0133	0.0158\	119\	23-167\			
QC BATCH: V990064G9A							
AROMATIC HYDROCARBONS						06.09.99	
Benzene	0.033	0.0450\	136\	79-134\			
Toluene	0.195	0.227\	116\	56-140\			
Surrogate 4-Bromofluorobenzene [PID]	0.100	0.113\	113\	72-123\			

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

MATRIX SPIKE ANALYTICAL RESULTS

ANALYTE	ORIGINAL RESULT	SPIKE AMOUNT	SPIKE\DUP RESULT	SPK\DUP %REC	ACCEPTANCE %REC \RPD	REL% DIFF	ANALYZED	NOTES
QC BATCH: A990421ICP QC SAMPLE LAB NUMBER: 9906181-1								
Antimony QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	ND	19.8	18.0\19.0	91\96	75-125\35	5.4	06.16.99	
Arsenic QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	6.67	19.9	26.3\25.9	98\96	75-125\35	1.5	06.15.99	
Barium QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	111.	99.6	207.\209.	96\98	75-125\35	1	06.15.99	
Beryllium QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	ND	19.8	19.2\19.1	97\96	75-125\35	0.5	06.16.99	
Cadmium QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	ND	9.96	9.61\9.53	96\96	75-125\35	0.8	06.15.99	
Chromium QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	57.2	19.9	67.8\64.5	53\37	75-125\35	5.0	06.15.99	1
Cobalt QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	10.9	19.9	28.8\28.7	90\89	75-125\35	0.4	06.15.99	
Copper QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	55.8	19.9	72.0\66.5	81\54	75-125\35	7.9	06.15.99	1
Lead QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	211.	99.6	289.\329.	78\118	75-125\35	13.	06.15.99	
Molybdenum QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1	ND	19.9	20.4\20.3	103\102	75-125\35	0.5	06.15.99	
Nickel	80.3	19.9	83.6\91.5	17\56	75-125\35	9.0	06.15.99	1

1) Spike recovery outside control limits. Spike added less than one half sample concentration. LCS/LCSD and Method Blank are in control.

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CERTIFIED ENVIRONMENTAL SERVICES
CALIFORNIA ELAP #1664

LAB ORDER No.: 9906-181

MATRIX SPIKE ANALYTICAL RESULTS

ANALYTE	ORIGINAL RESULT	SPIKE AMOUNT	SPIKE\DUP RESULT	SPK\DUP %REC	ACCEPTANCE %REC \RPD	REL% DIFF	ANALYZED	NOTES
QC BATCH: A990421ICP (continued)								
QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1								
Selenium	ND	19.9	20.3\20.1	102\101	75-125\35	1	06.15.99	
QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1								
Silver	ND	19.9	19.5\19.4	98\97	75-125\35	0.5	06.15.99	
QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1								
Thallium	ND	99.2	97.3\97.2	98\98	75-125\35	0.1	06.16.99	
QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1								
Vanadium	42.1	19.9	61.8\58.8	99\84	75-125\35	5.0	06.15.99	
QC BATCH: A990421ICP (continued) QC SAMPLE LAB NUMBER: 9906181-1								
Zinc	154.	99.6	268.\245.	114\91	75-125\35	9.0	06.15.99	
QC BATCH: A990428MER QC SAMPLE LAB NUMBER: 9906289-1								
Mercury, TTLC	0.0569	0.200	0.268\0.254	106\98	75-125\35	5.4	06.16.99	
QC BATCH: T990151OCP QC SAMPLE LAB NUMBER: 9906181-1								
POLYCHLORINATED BIPHENYLS (PCBS)							06.19.99	
PCB 1260	ND	0.133	0.121\0.124	91\93	70-130\20	2.4		
Surrogate TCMX	94.%	0.0133	0.0112\0.0119	84\89	56-129\			
Surrogate Decachlorobiphenyl	103.%	0.0133	0.0133\0.0135	100\102	19-185\			
QC BATCH: V990064G9A QC SAMPLE LAB NUMBER: 9906181-2								
AROMATIC HYDROCARBONS							06.09.99	
Benzene	ND	0.033	0.0280\0.0130	85\39	10-179\31	73.		
Toluene	ND	0.195	0.161\0.185	83\95	10-188\14	14.		
Surrogate 4-Bromofluorobenzene [PID]	110.%	0.100	0.106\0.115	106\115	58-143\			

Caltest ANALYTICAL LABORATORY

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SAMPLE CHAIN OF CUSTODY

PAGE 1 OF ____

LAB ORDER 9[illegible]6181

PROJECT # / PROJECT NAME: 1535-001 Russian Spa

P.O. #:

CLIENT: TRANS PACIFIC GEOTECHNICAL CONSULTANTS, INC.

REPORT TO: EDDY T. LAU

ADDRESS: 445 GRANT AVENUE, SUITE 403, SAN FRANCISCO, CA 94108

CITY: STATE: ZIP:

BILLING ADDRESS: SAA

PHONE #: (415) 788-8627

FAX PHONE: (415) 788-3121

SAMPLER (PRINT & SIGN NAME): Don Fowler / Don Fowler

ANALYSES REQUESTED

TURN-AROUND TIME: ☒ STANDARD ☐ RUSH

DUE DATE: ____

CALTEST #	DATE SAMPLED	TIME SAMPLED	MATRIX	CONTAINER AMOUNT/TYPE	PRESERVATIVE	SAMPLE IDENTIFICATION SITE	CLIENT LAB #	COMP. or GRAB	SOIL SM. DIESEL	PCB	BTEX	CAMMET (17)	ASBESTOS	REMARKS
-3	6-4-99	8:30	SOIL	brass tube	ICE	1-1a 3'3"								
↓	6-4-99	8:30		glass jar		1-1b 3'3"								
-4	6-4-99	8:40		brass tube		1-2a 6'6"								
↓	6-4-99	8:40		glass jar		1-2b 6'6"								
-1	6-4-99	9:20		brass tube		2-1a 3'6"			X	X	X			
↓	6-4-99	9:20		glass jar		2-1b 3'6"						X	X	
-2	6-4-99	9:40		brass tube		2-2a 5'6"			X	X	X			
↓	6-4-99	9:40	↓	glass jar	↓	2-2b 5'6"						X	X	

Hold until further notice per client 6/7/99 TN

By submittal of sample(s), client agrees to abide by the Terms and Conditions set forth on the reverse of this document.

RELINQUISHED BY	DATE/TIME	RECEIVED BY	RELINQUISHED BY	DATE/TIME	RECEIVED BY
Don Fowler	6-4-99 11:00	E. Rau	E. Rau	6/4/99 12 NOON	LABORATORY/REFRIGERATOR
LABORATORY/REFRIGERATOR	6/7/99 9:30 AM	E. Rau	E. Rau	6/7/99 1106	Tool N Soils

Samples: WC ____ MICRO ____ BIO ____ AA ____ SV ____ VOA ____ pH? Y/N TEMP: ICE SEALED: Y/N INTACT: Y/N

BD: BIO ____ WC ____ AA ____

CC: AA ____ SV ____ VOA ____

SIL: HP ____ PT ____ QT ____ VOA ____

W: HNO_3 ____ H_2SO_4 ____ NaOH ____

PIL: HNO_3 ____ H_2SO_4 ____ NaOH ____ HCL ____

COMMENTS

FOR LAB USE ONLY

MATRIX: AQ = Aqueous Nondrinking Water, Digested Metals; FE = Low R.L.s, Aqueous Nondrinking Water, Digested Metals; DW = Drinking Water; SL = Soil, Sludge, Solid; FP = Free Product

CONTAINER TYPES: AL = Amber Liter; AHL = 500 ml Amber; PT = Pint (Plastic); QT=Quart (Plastic); HG = Half Gallon (Plastic); SJ = Soil Jar; B4 = 4 oz. BACT; BT = Brass Tube; VOA = 40 mL VOA; OTC = Other Type Container

REV. 2/99

PINK - CLIENT COPY AS RECEIPT

YELLOW - CLIENT COPY TO ACCOMPANY FINAL REPORT

WHITE - LABORATORY

COB
Leg Dep
Leg Clerk

Member, Board of Supervisors
District 4

City and County of San Francisco

KATY TANG

DATE: September 17, 2018

TO: Angela Calvillo
Clerk of the Board of Supervisors

FROM: Supervisor Katy Tang
Chairperson, Land Use and Transportation Committee

RE: Land Use and Transportation Committee
COMMITTEE REPORTS

Pursuant to Board Rule 4.20, as Chair of the Land Use and Transportation Committee, I have deemed the following matter is of an urgent nature and request it be considered by the full Board on Tuesday, September 25, 2018, as a Committee Report:

180816 General Plan - India Basin Mixed-Use Project

Ordinance amending the General Plan to revise the Bayview Hunters Point Area Plan, and the Urban Design, Commerce and Industry, and Recreation and Open Space Elements, to reflect the India Basin Mixed-Use Project; adopting findings under the California Environmental Quality Act; and making findings under Planning Code, Section 340, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

180680 Planning Code, Zoning Map - India Basin Special Use District

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the south-east part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

180681 Development Agreement - India Basin Investment LLC - India Basin Project - Innes Avenue at Griffith Street

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning

City Hall · 1 Dr. Carlton B. Goodlett Place, Room 244 · San Francisco, California 94102-4689
(415) 554-7460 · TDD/TTY (415) 554-5227 · E-mail: Katy.Tang@sfgov.org · www.sfbos.org/Tang

Member, Board of Supervisors
District 4

City and County of San Francisco

KATY TANG

Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82, and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

These matters will be heard in the Land Use and Transportation Committee at a Regular Meeting on Monday, September 24, 2018, at 1:30 p.m.

Supervisor Katy Tang
Chair, Land Use & Transportation Committee

City Hall · 1 Dr. Carlton B. Goodlett Place, Room 244 · San Francisco, California 94102-4689
(415) 554-7460 · TDD/TTY (415) 554-5227 · E-mail: Katy.Tang@sfgov.org · www.sfbos.org/Tang

BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

July 30, 2018

Planning Commission
Attn: Jonas Ionin
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Dear Commissioners:

On July 24, 2018, Supervisor Cohen introduced the following substitute legislations:

File No. 180680

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the south-east part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 180681

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

The proposed ordinances are being transmitted pursuant to Planning Code, Section 302(b), for public hearing and recommendation. These ordinances are pending before the Land Use and Transportation Committee and will be scheduled for hearing upon receipt of your response.

Angela Calvillo, Clerk of the Board

By: Erica Major, Assistant Clerk
Land Use and Transportation Committee

c: John Rahaim, Director of Planning
Aaron Starr, Manager of Legislative Affairs
AnMarie Rodgers, Director of Citywide Planning
Scott Sanchez, Zoning Administrator
Lisa Gibson, Environmental Review Officer
Joy Navarrete, Environmental Planning
Laura Lynch, Environmental Planning

BOARD of SUPERVISORS

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Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

July 30, 2018

File Nos. 180680 & 180681

Lisa Gibson
Environmental Review Officer
Planning Department
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Dear Ms. Gibson:

On July 24, 2018, Supervisor Cohen introduced the following substitute legislations:

File No. 180680

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the south-east part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 180681

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These are being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

By: Erica Major, Assistant Clerk
Land Use and Transportation Committee

Attachment

c: Joy Navarrete, Environmental Planning
Laura Lynch, Environmental Planning

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Regina Dick-Endrizzi, Director
Small Business Commission, City Hall, Room 448

FROM: Erica Major, Assistant Clerk
Land Use and Transportation Committee

DATE: July 30, 2018

SUBJECT: REFERRAL FROM BOARD OF SUPERVISORS
Land Use and Transportation Committee

The Board of Supervisors' Land Use and Transportation Committee has received the following legislations, which are being referred to the Small Business Commission for comment and recommendation. The Commission may provide any response it deems appropriate within 12 days from the date of this referral.

File No. 180680

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the south-east part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 180681

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

Please return this cover sheet with the Commission's response to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

****

RESPONSE FROM SMALL BUSINESS COMMISSION - Date: _____

____ No Comment

____ Recommendation Attached

_____
Chairperson, Small Business Commission

BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Mohammed Nuru, Director, Public Works
Harlan Kelly, Jr., General Manager, Public Utilities Commission
Phil Ginsburg, General Manager, Recreation and Park Department

FROM: Erica Major, Assistant Clerk
Land Use and Transportation Committee

DATE: July 30, 2018

SUBJECT: SUBSTITUTE LEGISLATIONS INTRODUCED

The Board of Supervisors' Land Use and Transportation Committee has received the following proposed substitute legislations, introduced by Supervisor Cohen on July 24, 2018:

File No. 180680

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the south-east part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 180681

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

If you have comments or reports to be included with the files, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: Erica.Major@sfgov.org.

c: David Steinberg, Public Works
Jeremy Spitz, Public Works
Jennifer Blot, Public Works
John Thomas, Public Works
Lena Liu, Public Works
Juliet Ellis, Public Utilities Commission
Donna Hood, Public Utilities Commission
John Scarpulla, Public Utilities Commission
Christopher Whitmore, Public Utilities Commission
Sarah Madland, Recreation and Park Department

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

July 3, 2018

File Nos. 180680 & 180681

Lisa Gibson
Environmental Review Officer
Planning Department
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Dear Ms. Gibson:

On June 26, 2018, Supervisor Cohen introduced the following proposed legislations:

File No. 180680

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the south-east part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 180681

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust

findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

These legislations are being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board

for By: Alisa Somera, Legislative Deputy Director
Land Use and Transportation Committee

Attachment

c: Joy Navarrete, Environmental Planning
Laura Lynch, Environmental Planning

BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

July 3, 2018

Planning Commission
Attn: Jonas Ionin
1650 Mission Street, Ste. 400
San Francisco, CA 94103

Dear Commissioners:

On June 26, 2018, Supervisor Cohen introduced the following legislations:

File No. 180680

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the south-east part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 180681

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust

Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

The proposed ordinances are being transmitted pursuant to Planning Code, Section 302(b), for public hearing and recommendation. These ordinances are pending before the Land Use and Transportation Committee and will be scheduled for hearing upon receipt of your response.

Angela Calvillo, Clerk of the Board

for By: Alisa Somera, Legislative Deputy Director
Land Use and Transportation Committee

c: John Rahaim, Director of Planning
Aaron Starr, Manager of Legislative Affairs
AnMarie Rodgers, Director of Citywide Planning
Scott Sanchez, Zoning Administrator
Lisa Gibson, Environmental Review Officer
Joy Navarrete, Environmental Planning
Laura Lynch, Environmental Planning

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Regina Dick-Endrizzi, Director
Small Business Commission, City Hall, Room 448

FROM: Alisa Somera, Legislative Deputy Director
Land Use and Transportation Committee

DATE: July 3, 2018

SUBJECT: REFERRAL FROM BOARD OF SUPERVISORS
Land Use and Transportation Committee

The Board of Supervisors' Land Use and Transportation Committee has received the following legislations, which are being referred to the Small Business Commission for comment and recommendation. The Commission may provide any response it deems appropriate within 12 days from the date of this referral.

File No. 180680

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the south-east part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 180681

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street,

with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

Please return this cover sheet with the Commission's response to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

****

RESPONSE FROM SMALL BUSINESS COMMISSION - Date: _____

____ No Comment

____ Recommendation Attached

_____

Chairperson, Small Business Commission

BOARD of SUPERVISORS

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1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Mohammed Nuru, Director, Public Works
Harlan Kelly, Jr., General Manager, Public Utilities Commission
Phil Ginsburg, General Manager, Recreation and Park Department

FROM: Alisa Somera, Legislative Deputy Director
Land Use and Transportation Committee

DATE: July 3, 2018

SUBJECT: LEGISLATIONS INTRODUCED

The Board of Supervisors' Land Use and Transportation Committee has received the following proposed legislations, introduced by Supervisor Cohen on June 26, 2018:

File No. 180680

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the south-east part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 180681

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11

acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82 and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

If you have comments or reports to be included with the files, please forward them to me at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102 or by email at: alisa.somera@sfgov.org.

c: David Steinberg, Public Works
Jeremy Spitz, Public Works
Jennifer Blot, Public Works
John Thomas, Public Works
Lena Liu, Public Works
Juliet Ellis, Public Utilities Commission
Donna Hood, Public Utilities Commission
John Scarpulla, Public Utilities Commission
Christopher Whitmore, Public Utilities Commission
Sarah Madland, Recreation and Park Department

BOARD of SUPERVISORS

City Hall
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NOTICE OF PUBLIC HEARING

BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

LAND USE AND TRANSPORTATION COMMITTEE

NOTICE IS HEREBY GIVEN THAT the Land Use and Transportation Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

Date: **Monday, September 24, 2018**

Time: **1:30 p.m.**

Location: **Legislative Chamber, Room 250, located at City Hall**
1 Dr. Carlton B. Goodlett Place, San Francisco, CA

Subject: **File No. 180681.** Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82, and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments to the City prior to the time the hearing begins. These comments will be made part of the official public record in this matter, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA 94102. Information relating to this matter is available in the Office of the Clerk of the Board. Agenda information relating to this matter will be available for public review on Friday, September 21, 2018.

Angela Calvillo, Clerk of the Board

DATED/PUBLISHED/MAILED/POSTED: September 14, 2018

M E M O R A N D U M

LAND USE AND TRANSPORTATION COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Katy Tang, Chair
Land Use and Transportation Committee

FROM: Erica Major, Assistant Clerk

DATE: October 2, 2018

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, October 2, 2018

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting, Tuesday, October 2, 2018. This item was acted upon at the Committee Meeting on Monday, October 1, 2018, at 1:30 p.m., by the votes indicated.

Item No. 42 (**180681) Development Agreement - India Basin Investment LLC - India Basin Project - Innes Avenue at Griffith Street**

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82, and Subdivision Code, Section 1348; and ratifying certain actions taken in connection therewith.

(Development Agreement AMENDED in Committee and the motion passed)

REFERRED WITHOUT RECOMMENDATION AS A COMMITTEE REPORT

Vote: Supervisor Katy Tang - Aye
Supervisor Ahsha Safaí - Aye
Supervisor Jane Kim - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Jon Givner, Deputy City Attorney

M E M O R A N D U M

LAND USE AND TRANSPORTATION COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Katy Tang, Chair
Land Use and Transportation Committee

FROM: Erica Major, Assistant Clerk

DATE: September 25, 2018

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, September 25, 2018

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting, Tuesday, September 25, 2018. This item was acted upon at the Committee Meeting on Monday, September 24, 2018, at 1:30 p.m., by the votes indicated.

Item No. 50, was <u>NOT SENT</u> as a Committee Report.

180681 Development Agreement - India Basin Investment LLC - India Basin Project - Innes Avenue at Griffith Street

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82, and Subdivision Code, Section 1348; and ratifying certain actions taken in connection therewith.

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Jon Givner, Deputy City Attorney

Member, Board of Supervisors
District 4

City and County of San Francisco

KATY TANG

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2018 SEP 27 AM 10: 00
BY

DATE:	September 27, 2018
TO:	Angela Calvillo Clerk of the Board of Supervisors
FROM:	Supervisor Katy Tang Chairperson
RE:	Land Use and Transportation Committee COMMITTEE REPORT

Pursuant to Board Rule 4.20, as Chair of the Land Use and Transportation Committee, I have deemed the following matter is of an urgent nature and request it be considered by the full Board on Tuesday, October 2, 2018, as a Committee Report:

180816 General Plan - India Basin Mixed-Use Project

Ordinance amending the General Plan to revise the Bayview Hunters Point Area Plan, and the Urban Design, Commerce and Industry, and Recreation and Open Space Elements, to reflect the India Basin Mixed-Use Project; adopting findings under the California Environmental Quality Act; and making findings under Planning Code, Section 340, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

180680 Planning Code, Zoning Map - India Basin Special Use District

Ordinance amending the Planning Code to establish the India Basin Special Use District, located generally at Innes Avenue between Griffith Street and Earl Street, along the India Basin shoreline, in the south-east part of San Francisco; amending the Planning Code by amending the Zoning Map to change zoning designations, height districts, and add the India Basin Special Use District; and making findings under the California Environmental Quality Act, findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1, and findings of public necessity, convenience, and welfare under Planning Code, Section 302.

180681 Development Agreement - India Basin Investment LLC - India Basin Project - Innes Avenue at Griffith Street

Ordinance approving a Development Agreement between the City and County of San Francisco and India Basin Investment LLC, a California limited liability company, for the India Basin Project at the approximately 28-acre site located at Innes Avenue between Griffith Street and Earl Street, with various public benefits, including 25% affordable housing and 11 acres of parks and open space; making findings under the California Environmental Quality Act and findings of conformity

City Hall · 1 Dr. Carlton B. Goodlett Place, Room 244 · San Francisco, California 94102-4689
(415) 554-7460 · TDD/TTY (415) 554-5227 · E-mail: Katy.Tang@sfgov.org · www.sfbos.org/Tang

Member, Board of Supervisors
District 4

City and County of San Francisco

KATY TANG

with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); approving a Public Trust Exchange Agreement, making public trust findings, and authorizing the transfer and acceptance of real property and the recording of a land use covenant consistent with the Public Trust Exchange Agreement; approving specific development impact fees and waiving any conflicting provision in Planning Code, Article 4, or Administrative Code, Article 10; confirming compliance with or waiving certain provisions of Administrative Code, Chapters 14B, 23, 56, and 82, and Subdivision Code, Section 1348, and ratifying certain actions taken in connection therewith.

This matter will be heard in the Land Use and Transportation Committee on October 1, 2018, at 1:30PM.

Supervisor Katy Tang
Chair, Land Use & Transportation Committee

City Hall · 1 Dr. Carlton B. Goodlett Place, Room 244 · San Francisco, California 94102-4689
(415) 554-7460 · TDD/TTY (415) 554-5227 · E-mail: Katy.Tang@sfgov.org · www.sfbos.org/Tang

Print Form

Introduction Form

By a Member of the Board of Supervisors or Mayor

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2018 JUL 24 PM 4:16
Time stamp
or meeting date
BY

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

- [x] 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. Topic 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
- [x] Planning Commission
- [ ] Building Inspection Commission

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

Sponsor(s):

Malia Cohen

Subject:

Development agreement -- India Basin Project

The text is listed:

Ordinance approving a development agreement between the City and County of San Francisco and India Basin Investment LLC

Signature of Sponsoring Supervisor: Malia Cohen

For Clerk's Use Only

Print Form

Introduction Form

By a Member of the Board of Supervisors or Mayor

BOARD OF SUPERVISORS
SAN FRANCISCO
2018 JUN 26 PM 3:04
BY:
Time stamp or meeting date

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

- [x] 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. Topic 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
- [x] Planning Commission
- [ ] Building Inspection Commission

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

Sponsor(s):

Supervisor Malia Cohen

Subject:

Ordinance Approving DA between CCSF and India Basin Investment LLC

The text is listed:

Approving Development Agreement between the City and County of San Francisco and India Basin Investment LLC.

Signature of Sponsoring Supervisor:

For Clerk's Use Only