

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

AND WHEN RECORDED MAIL TO:

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

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

**STONESTOWN NW PARCEL LLC, A DELAWARE LIMITED LIABILITY
COMPANY, STONESTOWN SHOPPING CENTER, L.P., A DELAWARE LIMITED
PARTNERSHIP, AND STONESTOWN ANCHOR ACQUISITION, L.P, A DELAWARE
LIMITED PARTNERSHIP (COLLECTIVELY, "DEVELOPER")**

FOR THE STONESTOWN DEVELOPMENT PROJECT

Block 7295 Lot 035
Block 7295 Lots: 006 and 007
Block 7295 Lot 037
Block 7295 Lot 038
Block 7295 Lot 004
Block 7296 Lot 005
Block 7296 Lot 006
Block 7296 Lot 007
Block 7296 Lot 008
Block 7296 Lot 009
Block 7296 Lot 010

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 - Exh. A-1.2: Anchor Owner Property
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- Exhibit A-2: Variant Sub-Area
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- Exhibit A-4: Existing City-Owned Rights-of-Way
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- Exhibit B: Housing Plan
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- Exhibit H: Review and Permitting Exhibit
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- Exhibit I: Design Standards and Guidelines
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- Exhibit K: Development Phase Application
- Exhibit L: Form of Notice of Fulfilled Associated Community Benefit Obligations
- Exhibit M: Form of Assignment and Assumption Agreement
- Exhibit N: Financing Plan
- Exhibit O: Street Vacations and Dedications
- Exhibit P: Form of Quitclaim Deed
- Exhibit Q: Child Care Facility and Senior Center Plan
- Exhibit R: RPD Improvements Exhibit
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- Exhibit T: Variant Sub-Area Joinder
- Exhibit U: East/West Connections Exhibit
- Exhibit V: Existing Buildings and Structures

Schedules

Schedule 1 Schedule of Impact Fees

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

STONESTOWN NW PARCEL LLC, A DELAWARE LIMITED LIABILITY COMPANY, STONESTOWN SHOPPING CENTER, L.P., A DELAWARE LIMITED PARTNERSHIP, AND STONESTOWN ANCHOR ACQUISITION, L.P, A DELAWARE LIMITED PARTNERSHIP

THIS DEVELOPMENT AGREEMENT dated for reference purposes only as of this ____ day of _____, 2024, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the “**City**”), acting by and through its Planning Department, and Stonestown NW Parcel LLC, a Delaware limited liability company (“**NW Parcel Owner**”), Stonestown Shopping Center, L.P., a Delaware limited partnership (“**Shopping Owner**”), and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (“**Anchor Owner**”) (collectively “**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 have the meanings given in Article 1.

RECITALS

This Agreement is made with reference to the following facts:

A. Shopping Owner owns approximately 22 acres of developed land shown on Exhibit A-1.1 (the “**Shopping Owner Property**”), Anchor Owner owns approximately 0.01 acres of developed land as shown on Exhibit A-1.2 (the “**Anchor Owner Property**”) and NW Parcel Owner owns approximately 8 acres of land as shown on Exhibit A-1.3 (“**NW Parcel Owner Property**”; and together with the Shopping Owner Property and the Anchor Owner Property, collectively, the “**Developer Property**”). The Developer Property includes approximately 30 acres of developed land located in the southwest part of the City, generally bounded by 19th Avenue to the east, Buckingham Way to the south and west, and Rolph Nicol Jr. Playground and Eucalyptus Drive to the north. The Developer Property is fully developed and comprises

approximately twenty-seven (27) acres of surface parking lots, operational uses, and surrounding structures, and three (3) acres of existing privately-owned streets.

B. Temple Baptist Church or its successor owns approximately 0.80 acres of land located along the eastern boundary of the Developer Property (Block/Lot 7295/002) that is improved with a church building, as further described on Exhibit A-2 (the “**Variant Sub-Area**”).

C. The City owns the approximately 3-acre open space known as Rolph Nicol Jr. Playground adjacent to the Developer Property, as more particularly described on Exhibit A-3 (the “**RPD Parcel**”). The RPD Parcel is under the jurisdiction of the City’s Recreation and Park Department (“**RPD**”).

D. The City also owns approximately 0.2 acres of developed and undeveloped public rights-of-way, consisting of portions of Winston Drive and Monte Vista Drive, all on real property more particularly shown on Exhibit A-4 (the “**Existing City-Owned Rights-of-Way**” and together with the Developer Maintained Improvements portion of the RPD Parcel, the Developer Property, and subject to Section 3.5, the Variant Sub-Area, collectively, the “**Project Site**”).

E. Shopping Owner and Anchor Owner own the parcels comprising the existing 775,000 square-foot Stonestown Galleria, as shown on Exhibit A-5 (the “**Stonestown Galleria Mall**”), which is not a part of the Project Site but is included as part of this Development Agreement for the limited purposes set forth in Section 3.15.

F. Developer proposes a mixed-use development to be developed on the Project Site to be developed consistent with the Initial Approvals (as defined herein), as such Initial Approvals may be updated, amended, or modified from time to time in accordance with this Agreement (the “**Project**”). The Project, as described in the Stonestown Development Project Final Environmental Impact Report (“**FEIR**”) prepared for the Project and certified by the Planning Commission on _____ (Case No. 2021-012028ENV), is anticipated to include up to approximately 3.9 million square feet of new construction, and may include (i) up to approximately 3,341 residential units (or approximately 3,491 residential units with the addition of the Variant Sub-Area), consisting of a mix of rental and for-sale housing of varying affordability in a variety of housing types from townhomes to mid- and high-rise buildings, (ii) approximately 160,000

square feet of net new Retail Sales and Service Use (i.e. retail/restaurant/commercial or similar use), (iii) approximately 96,000 net new square feet of Non-Retail Sales and Service Use (e.g., general office, life science, or similar uses), (iv) up to 53,000 net new square of feet of cultural, institutional, and educational uses, (up to 63,000 net new square feet of such uses with the addition of the Variant Sub-Area), and (v) approximately 6 net new acres of privately-owned, public open space, which exceeds the amount prescribed by open space requirements under the Code. The Project also includes up to 4,450 parking spaces (or up to 4,861 parking spaces with the addition of the Variant Sub-Area).

G. The Project is anticipated to generate an annual average of approximately 691 construction jobs during construction and, upon completion, approximately 775 net new permanent on-site jobs, development impact fees including approximately \$50 million for transportation, and approximately \$9 million in annual general fund revenues to the City.

H. 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.

I. In addition to the significant housing, jobs, and economic benefits the City will receive from the Project, the City has determined that, as a result of the development of the Project in accordance with this Agreement and the Stonestown Special Use District (Planning Code Section 249.9), 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 (i) conversion of parking lots to housing, including affordable housing; (ii) construction and maintenance of new parks, pedestrian pathways, and landscape areas

for a total of approximately 6 acres of publicly accessible open areas; (iii) transportation demand management measures that exceed the level otherwise required; (iv) street and infrastructure improvements, including enhancement of existing public rights-of-way; (v) workforce obligations; (vi) on-site child care facilities; (vii) a replacement on-site senior center; and (viii) improvements to Rolph Nicol Jr. Playground, each as further described in this Agreement.

J. In order to facilitate the development of the Project and achieve the significant community benefits described above, and in recognition of the decreased visibility of the existing Stonestown Galleria Mall from 19th Avenue as a result of the Project's development, the City has adopted a Special Sign District to provide adequate signage opportunities for the Stonestown Galleria Mall.

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

L. The FEIR prepared for the Project and certified by the Planning Commission on _____, 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. On _____, 2024, the Board of Supervisors, in Motion No. [____], affirmed the decision of the Planning Commission to certify the FEIR. The information in the FEIR and the CEQA Findings has been considered by the City in connection with the approval of this Agreement.

M. On _____, 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 (i) the FEIR thoroughly analyzes the Project, (ii) the Mitigation Measures are designed to mitigate significant impacts to the extent they are susceptible to feasible mitigation, and (iii) 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. In addition, the Planning Commission approved the Stonestown Design Standards and Guidelines (the “**DSG**”) for the Project.

N. On _____, 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, incorporating by reference the General Plan Consistency Findings, and adopted Resolution No. _____ in connection with the Project.

O. On _____, the Board adopted Ordinance Nos. [____], [____], and [____], amending the Planning Code, the Zoning Map, and the General Plan to create the Stonestown Special Use District (“**Project SUD**”) and the Stonestown Special Sign District (“**SSD**”); approving this Agreement (File No. [____]); and authorizing the Planning Director to execute this Agreement on behalf of the City (collectively, the “**Enacting Ordinances**”). The Enacting Ordinances took effect on _____, 2024.

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

AGREEMENT

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:

1.1. **“1,000-Unit Threshold”** means the point at which 1,000 units of residential housing on the Project Site have Commenced Construction and at least 600 of those units are Complete.

1.2. **“Accounting of Time and Costs”** has the meaning set forth in Section 4.4.7.

1.3. **“Administrative Code”** means the San Francisco Administrative Code.

1.4. **“Affordable Units”** has the meaning set forth in the Affordable Housing Plan attached as Exhibit B.

1.5. **“Agreement”** means this Development Agreement, the Exhibits, and the Schedules which are expressly incorporated herein and in any amendments thereto.

1.6. **“AMI”** has the meaning set forth in the Affordable Housing Plan attached as Exhibit B.

1.7. **“Annual Review Date”** has the meaning set forth in Section 8.1.

1.8. **“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).

1.9. **“Approvals”** means the Initial Approvals listed on Exhibit C and any and all Later Approvals at the time and to the extent they are included pursuant to Section 5.1.

1.10. **“City Unaccepted Street”** refers to a portion of Winston Drive, including the intersections at Buckingham Way and 20th Avenue, as more particularly defined in the Transportation Exhibit and further described in the Infrastructure Plan.

1.11. **"ASB"** or **"Annual Scope and Budget"** has the meaning set forth in Section 4.4.3.

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

1.13. **"Associated Community Benefit"** is defined in Section 4.1.

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

1.15. **"Building"** or **"Buildings"** means each of the new buildings to be constructed on the Project Site as part of this Agreement. Buildings excludes the Existing Buildings located on the Project Site on the Effective Date (including expansions of the Existing Buildings permitted pursuant to the SUD and Section 5.11 of this Agreement).

1.16. **"CEQA"** has the meaning set forth in Recital K.

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

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

1.19. **"CFD"** has the meaning given to it in the Financing Plan.

1.20. **"CFD Act"** has the meaning given to it in the Financing Plan.

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

1.22. **"Child Care Facility"** means the child care facility described in the Child Care Facility and Senior Center Plan (Exhibit Q).

1.23. **"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 mean the City acting by and through the Planning Director or, as necessary, the Planning Commission or the Board of Supervisors.

1.24. **“City Agency” or “City Agencies”** means the City departments, agencies, boards, commissions, and bureaus that (i) execute or consent to this Agreement, (ii) are controlled by persons or commissions that have executed or consented to this Agreement; or (iii) that have subdivision or other permit, entitlement, approval authority, or jurisdiction over development of the Project or any improvement located on or off the Project Site, including the City Administrator, Planning Department, SFPUC, MOHCD, OEWD, SFMTA, PW, Fire Department, RPD, and DBI, and together with any successor City agency, department, board, or commission. If a City department having exclusive Charter authority has not approved or consented to this Agreement, this Agreement does not affect that City department’s jurisdiction under the City’s Charter in connection with the issuance of a Later Approval. The City’s actions and proceedings subject to this Agreement shall be through the Planning Department as described in this Agreement, as well as affected City Agencies (and when required by applicable Law, the Board of Supervisors).

1.25. **“City Attorney’s Office”** means the Office of the City Attorney of the City and County of San Francisco.

1.26. **“City Costs”** means the actual and reasonable costs incurred by a City Agency in connection with the following, but only to the extent directly relating to the Project: the preparation, adoption, implementation, or amendment of this Agreement and the City’s performance of its obligations or defense of its actions under this Agreement or otherwise contemplated by this Agreement, as determined on a reasonable and customary time and materials basis, including reasonable attorneys’ fees and costs, provided, however, City Costs shall not include (i) any fees or costs incurred by a City Agency in connection with a City Default or (ii) work, hearings, costs, or other activities contemplated or covered by Processing Fees.

1.27. **“City Parties”** has the meaning set forth in Section 4.7.1.

1.28. **“City Report”** has the meaning set forth in Section 8.2.2.

1.29. **“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.

1.30. **“Commence Construction,” “Commences Construction,” “Commenced Construction,” or “Commencement of Construction”** means groundbreaking in connection with the commencement of physical construction of horizontal infrastructure or, when used in reference to any Building, the applicable Building foundation, but specifically excluding site preparation work such as geotechnical, remediation or grading work; demolition or partial demolition of existing structures; construction of temporary or interim structures; uses permitted pursuant to the Project SUD; or expansion, or reconstruction in the event of casualty, of the Existing Buildings as permitted pursuant to Section 5.11 of this Agreement and the SUD.

1.31. **“Community Benefits Linkages Schedule”** means the schedule of community benefit linkages attached to the Phasing Plan as Exhibit F, Schedule 1.

1.32. **“Complete”** and any variation thereof shall mean, as applicable, that (i) a specified scope of work has been substantially completed in accordance with City-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, (iii) with regard to any Public Improvement, the City Engineer determines the Public Improvement has been completed to their satisfaction in accordance with the Subdivision Code and any applicable Public Improvement Agreement and the Public Improvement is ready for its intended use, and (iv) with regard to any Building, a TCO (or its equivalent) has been issued.

1.33. **“Costa Hawkins Act”** has the meaning set forth in the Affordable Housing Plan attached as Exhibit B.

1.34. **“DBI”** means the Department of Building Inspection of the City and County of San Francisco.

1.35. **“Default”** has the meaning set forth in Section 9.3.

1.36. **“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 Lender or assignee thereof that acquires title to any Foreclosed Property but only as to such Foreclosed Property.

1.37. **“Development Agreement Statute”** has the meaning set forth in Recital H, as in effect as of the Effective Date.

1.38. **“Development Parcel”** or **“Parcel”** means a parcel located within the Project Site on which a Building or other privately-owned improvement will be constructed, as set forth in a Subdivision Map.

1.39. **“Development Phase Application”** has the meaning set forth in Section 3.2.1.

1.40. **“DSG”** has the meaning set forth in Recital M.

1.41. **“Drainage Improvements”** has the meaning set forth in the RPD Improvements Exhibit attached as Exhibit R.

1.42. **“EIFD”** means an Enhanced Infrastructure Financing District created pursuant to the EIFD Law, to be known as San Francisco Enhanced Infrastructure Financing District No. ____ (Stonestown).

1.43. **“EIFD Law”** has the meaning set forth in the Financing Plan.

1.44. **“Effective Date”** has the meaning set forth in Section 2.1.

1.45. **“Emergency Firefighting In Lieu Payment”** has the meaning set forth in the Phasing Plan (Exhibit F).

1.46. **“Enacting Ordinances”** has the meaning set forth in Recital O.

1.47. **“Engineering Design”** has the meaning set forth in Section 5.4.2.

1.48. **“Excusable Delay”** has the meaning set forth in Section 11.4.2.

1.49. **“Existing Mortgage”** means the deed of trust recorded in the Official Records of San Francisco County on _____ as Instrument No. _____, including all modifications thereto.

1.50. **“Existing Standards”** has the meaning set forth in Section 5.2.

1.51. **“Existing Uses”** means all existing lawful uses of the existing land and improvements (including pre-existing, nonconforming 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.

1.52. **“Federal or State Law Exception”** has the meaning set forth in Section 5.8.1.

1.53. **“FEIR”** has the meaning set forth in Recital F.

1.54. **“Financing Plan”** means the Financing Plan attached hereto as Exhibit N.

1.55. **“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.

1.56. **“First Construction Document”** is defined in San Francisco Building Code Section 107A.13.1(a)(8).

1.57. **“Foreclosed Property”** is defined in Section 10.5.

1.58. **“General Plan Amendment”** means the General Plan Amendment approved by the Board of Supervisors, as referenced in Exhibit C.

1.59. **“General Plan Consistency Findings”** has the meaning set forth in Recital M.

1.60. **“Greenway West Arrival Plaza Improvements”** has the meaning set forth in Exhibit R.

1.61. **“Gross Floor Area”** has the meaning set forth in the SUD as of the applicable date of determination of such area.

1.62. **“Housing Plan”** means the Affordable Housing Plan attached hereto as Exhibit B.

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

1.64. **“Infrastructure”** means the infrastructure to be constructed by Developer as described in the Infrastructure Plan.

1.65. **“Infrastructure Plan”** means the infrastructure plan attached as Exhibit D.

1.66. **“Initial Approvals”** means the City approvals, entitlements, and permits listed on Exhibit C.

1.67. **“Later Approval”** or **“Later Approvals”** means any land use approvals, entitlements, or permits from the City or any City Agency, other than the Initial Approvals, that are consistent with the Initial Approvals (except in the case of a Later Approval that properly and expressly amends an Initial Approval) and are necessary or advisable for the implementation of the Project, including all approvals required under the Project SUD, Development Phase Applications, demolition permits, grading permits, site permits, building permits, sewer and water

connection permits, major and minor encroachment permits, street and sidewalk modifications, street improvement permits, permits to enter, license, certificates of occupancy, transit stop relocation permits, Subdivision Maps, street vacations, 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, 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.

1.68. **“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.

1.69. **“Law Adverse to City”** is defined in Section 5.8.4.

1.70. **“Law Adverse to Developer”** is defined in Section 5.8.4.

1.71. **“Lender”** means any party or parties who are beneficiaries of a Security Instrument, including the Existing Mortgage, or any designee or affiliate of the foregoing

1.72. **“Litigation Extension(s)”** has the meaning set forth in Section 11.4.1.

1.73. **“Losses”** has the meaning set forth in Section 4.6.1.

1.74. **“Management Association”** has the meaning set forth in Section 3.9.

1.75. **“Material Change(s)”** means any modification to this Agreement that would (i) materially alter the rights, benefits, or obligations of the City or Developer under this Agreement, including a material reduction in the Community Benefits or Impact Fees and Exactions applicable to the Project, (ii) modify the permitted uses of the Project Site from those permitted pursuant to the Project SUD, or (iii) extend the Term.

1.76. **“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.

1.77. **“MMRP”** means that certain mitigation monitoring and reporting program attached as Exhibit E.

1.78. **“MOHCD”** means the Mayor’s Office of Housing and Community Development.

1.79. **“Municipal Code”** means the San Francisco Municipal Code. All references to any part of the Municipal Code mean that part of the Municipal Code in effect on the Effective Date, as the Municipal Code may be modified by changes and updates that are adopted from time to time in accordance with Section 5.4.1 or by permitted New City Laws as set forth in Section 5.6.

1.80. **“New City Laws”** has the meaning set forth in Section 5.6.

1.81. **“Non-City Agency”** means Federal, State, and local governmental agencies that are independent of the City and not parties to this Agreement.

1.82. **“Non-City Approval(s)”** means any permits, agreements, or entitlements from Non-City Agencies that may be necessary for the development of the Project.

1.83. **“OEWD”** means the San Francisco Office of Economic and Workforce Development.

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

1.85. **“Party”** and **“Parties”** have the meaning set forth in the opening paragraph of this Agreement and also include any party that becomes a party to this Agreement, such as a Transferee (each during its period of ownership of all or part of the Project Site).

1.86. **“Person”** means any natural person or a corporation, partnership, trust, limited liability company, limited liability partnership, or other legal entity.

1.87. **“Phasing Plan”** means the Phasing Plan attached to this Agreement as Exhibit F, including the Community Benefits Linkages Schedule attached as Schedule 1 thereto.

1.88. **“Plan Documents”** means the General Plan Amendment, the Project SUD, SSD, Zoning Map Amendment, DSG, Infrastructure Plan, and this Agreement, including all exhibits, schedules, and attachments hereto, as any of the foregoing may be amended from time to time.

1.89. **“Planning Code”** means the San Francisco Planning Code.

1.90. **“Planning Commission”** means the Planning Commission of the City and County of San Francisco.

1.91. **“Planning Department”** means the Planning Department of the City and County of San Francisco.

1.92. **“Planning Director”** means the Director of Planning of the City and County of San Francisco or their designee.

1.93. **“Private Streets”** means the privately-owned and publicly-accessible portion of the Project Street Network shown on Exhibit H-1 and as further described in the DSG.

1.94. **“Private Utility Infrastructure”** means privately-owned utility systems that serve the Project Site described in the Infrastructure Plan, including subsurface systems for power, stormwater, sewer, domestic water, non-potable water, stormwater controls, natural gas, telecommunications, and above-ground facilities, such as streetlights, and switchgears. Private Utility Infrastructure also includes the Retaining Wall and Drainage Improvements, which are part of the RPD Parcel Improvements and are privately-owned and maintained utility systems located on public property that serve the Project Site, as described in the Infrastructure Plan and RPD Improvements Exhibit. Private Utility Infrastructure is a subset of Utility Infrastructure.

1.95. **“Privately-Owned Community Improvements”** means those facilities and services that are privately-owned and privately maintained, at no cost to City, for the public benefit and that are not dedicated to the City, including Private Utility Infrastructure. The Privately-Owned Community Improvements are shown generally on Exhibit G and further described in the DSG and Infrastructure Plan. “Privately-Owned Community Improvements” include the Private Street Network, Project Open Space, Private Utility Infrastructure (including storm drain facilities), SFMTA Restroom and SamTrans Restroom (if located in a Building per the Transportation Exhibit), community or recreation facilities to be built on land owned by Developer, and those elements of the City Unaccepted Street that are not accepted by City. In addition, as set forth in the RPD Improvements Exhibit, Privately-Owned Community Improvements include the Street C Sidewalk Improvements and the Greenway West Arrival Plaza Improvements, both of which are located on the RPD Parcel and are subject to an agreement providing for Developer’s installation and continued maintenance pursuant to the RPD Improvements Exhibit.

1.96. **“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 City practice on a City-Wide basis.

1.97. **“Project”** has the meaning set forth in Recital F, together with Developer’s rights and obligations under this Agreement.

1.98. **“Project Changes”** means any modifications to the Project that (i) are inconsistent with the Project SUD, including changes to permitted uses, development standards, and parking ratios set forth therein; (ii) are inconsistent with or require amendments to the MMRP; or (iii) require a new or supplemental environmental impact report.

1.99. **“Project Open Space”** means the publicly-accessible open spaces to be developed within the Project Site in accordance with Exhibit G-1 and Exhibit G-2. The Project Open Spaces are all privately-owned, except for the Greenway West Arrival Plaza Improvements, which are located on property owned by the City and will be subject to a license agreement allowing for their installation and continued maintenance on such land by Developer, as set forth in the RPD Improvements Exhibit.

1.100. “**Project Site**” has the meaning set forth in Recital D, and as more particularly described in Exhibits A-1 - A-6.

1.101. “**Project Special Taxes**” has the meaning given to it in the Financing Plan.

1.102. “**Project Street Network**” means the Private Streets and the Public Streets shown on Exhibit H-1, and as further described in Chapter 4 of the DSG, including pedestrian and bicycle pathways both on and off the Project Site.

1.103. “**Project SUD**” or “**SUD**” means, collectively, Planning Code Section 249.9 and the related Planning Code amendments adopted by the Board of Supervisors on _____, 2024, by Ordinance No. _____.

1.104. “**Public Health and Safety Exception**” has the meaning set forth in Section 5.8.1.

1.105. “**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 Public Streets identified on Exhibit H-1 and the public infrastructure and public utilities within such streets (such as water and sewer lines but excluding any non-municipal utilities) that will be dedicated to and accepted by the City. The Public Improvements are anticipated to include sidewalks, landscaping, bicycle lanes, a bus boarding island, street furniture, and paths and intersection improvements (such as curbs, medians, signaling, traffic control devices, signage, and striping) as specified in the Infrastructure Plan. “Public Improvements” also include the Public Utility Infrastructure as specified in the Infrastructure Plan, the RNP Accessible Paths, RNP Landscaping Improvements as specified in the RPD Improvements Exhibit, the Replacement SFMTA Restroom if located in the public right-of-way as set forth in the Transportation Exhibit, the SFMTA Bus Shelters located on the Private Streets per the Transportation Exhibit, and those discrete elements of Improvements in the City Unaccepted Street that are accepted by the City. “Public Improvements” do not include Privately-Owned Community Improvements, Private Streets, privately-owned facilities or improvements in the public right-of-way, or those elements of the City Unaccepted Street that are not accepted by City.

1.106. “**Public Streets**” means the public portion of the Project Street Network shown on Exhibit H-1 and as further described in the DSG. Public Streets include the City Unaccepted Street.

1.107. “**Public Utility Infrastructure**” means publicly-owned utility systems that serve the Project Site as described in the Infrastructure Plan, including subsurface systems for stormwater, sewer, domestic water, and power (subject to Section 3.12), and above-ground facilities, such as streetlights and stormwater controls. Public Utility Infrastructure is a subset of “Utility Infrastructure.”

1.108. “**PW**” means San Francisco Public Works.

1.109. “**Retaining Wall**” has the meaning set forth in the RPD Improvements Exhibit.

1.110. “**Review and Permitting Exhibit**” means the review and permitting exhibit attached as Exhibit H.

1.111. “**RPD Improvements Exhibit**” means Exhibit R attached hereto.

1.112. “**RPD Parcel Improvements**” has the meaning set forth in the RPD Improvements Exhibit.

1.113. “**RNP Accessible Paths**” has the meaning set forth in the RPD Improvements Exhibit.

1.114. “**RNP Cash Contribution**” has the meaning set forth in the Phasing Plan.

1.115. “**RNP Landscaping Improvements**” has the meaning set forth in the RPD Improvements Exhibit.

1.116. “**Security Instrument**” means any of the following: (i) a mortgage, deed of trust, trust indenture, letter of credit, or other security instrument, and any assignment of the rents, issues, and profits, that constitutes a lien on all or a part of the Project or the Project Site, which secures Developer’s repayment of any loan to and associated obligations of Developer,

and/or (ii) any pledge of a direct or indirect equity interest in Developer (including mezzanine loans), which secures repayment of any loan to, and associated obligations of, a direct or indirect equity-interest holder in Developer.

1.117. “**Signs**” means any signage at the Project Site or at the Stonestown Galleria Mall pursuant to the SSD.

1.118. “**SFMTA**” means the San Francisco Municipal Transportation Agency.

1.119. “**SFPUC**” means the San Francisco Public Utilities Commission.

1.120. “**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 the applicable City requirements.

1.121. “**Street C Sidewalk Improvements**” has the meaning set forth in Exhibit R.

1.122. “**Streetscape Improvements**” means the enhancement to the publicly-owned rights-of-way bounding the Project Site, including 19th Avenue, Winston Drive, and Buckingham Way South, to provide adequate space for planting, seating, transit, bicycle lanes, streetlights, and sidewalk throughway zones, as described in Chapter 4 of the DSG or the Infrastructure Plan.

1.123. “**SSD**” has the meaning set forth in Recital O.

1.124. “**Subdivision Code**” means, collectively, the San Francisco Subdivision Code and the Subdivision Regulations, as either of them may be amended from time to time.

1.125. “**Subdivision Map(s)**” means any map that Developer submits for the Project Site with respect to the Project under the Subdivision Map Act and the Subdivision Code which may include but is not limited to, tentative or vesting tentative subdivision maps, final or vesting final subdivision maps, any tentative or final parcel map, or transfer maps, including phased final maps to the extent authorized under an approved tentative subdivision map.

1.126. **“Subdivision Map Act”** means the California Subdivision Map Act, California Government Code Section 66410 *et seq.*

1.127. **“Sustainability Plan”** means the Sustainable Neighborhood Framework attached to the DSG.

1.128. **“TCO”** means a first certificate of occupancy, including a temporary certificate of occupancy.

1.129. **“TDM Plan”** means Attachment 2 to the Transportation Exhibit.

1.130. **“Term”** has the meaning set forth in Section 2.2.

1.131. **“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, 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.

1.132. **“Transfer,” “Transferee,” and “Transferred Property”** have the meanings set forth in Section 12.1 and in all events exclude (i) the transfer of an ownership or membership interest in Developer or any Transferee, (ii) any grants of easement or of occupancy rights for existing or Completed Buildings or other improvements (including space leases in Buildings), and (iii) the placement of a Security Instrument on all or any portion of the Project Site.

1.133. **“Transportation Exhibit”** means the Transportation Exhibit attached as Exhibit S.

1.134. **“Utility Infrastructure”** means collectively the Private Utility Infrastructure and the Public Utility Infrastructure.

1.135. **“Variant Sub-Area”** has the meaning set forth in Recital B.

1.136. “**Vested Elements**” has the meaning set forth in Section 5.1.

1.137. “**Workforce Agreement**” means the Workforce Agreement attached as Exhibit J.

2. EFFECTIVE DATE; TERM

2.1. Effective Date. This Agreement shall take effect on the first date upon which both of the following have occurred: (i) the full execution and delivery of this Agreement by the Parties and (ii) the date the Enacting Ordinances are effective and operative (“**Effective Date**”).

2.2. Term. The initial term of this Agreement shall commence upon the date that is thirty (30) days after the date the Enacting Ordinances are effective and operative and shall continue in full force and effect for twenty-five (25) years thereafter unless extended or earlier terminated as provided herein (“**Initial Term**”). If Developer Commences Construction of a Development Phase during the Initial Term and is not then in Default under this Agreement, then Developer shall have the right to extend the Initial Term of this Agreement for an additional five (5) years (the “**First Extended Term**”) by delivering to the City, at any time during the last year of the Initial Term, a notice of extension. The 5-year extension shall be automatic upon Developer’s delivery of the extension notice unless Developer is in Default at the time it sends the notice, in which case the City may reject the notice by written notice of rejection to Developer, subject to Developer’s notice and cure rights under this Agreement. City may also reject Developer’s notice of exercise of the First Extended Term if, at the time of delivery of Developer’s notice, the Planning Commission has made a final determination or the Board has adopted written findings that Developer has not complied in good faith with the terms of the Development Agreement pursuant to City’s Administrative Code Sections 56.17 and 56.18. Developer shall have the potential ability to extend the First Extended 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 their 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, unless earlier terminated as provided herein. The Term shall be

extended for each day of a Litigation Extension. Developer, at its sole election, shall have the right to request a Notice of Fulfilled Associated Community Benefit Obligations with respect to a Building or Development Parcel, as appropriate, upon completion of the Building(s) within that Development Parcel and the Associated Community Benefits for such Building(s), as set forth in Section 7.1.

2.2.1 The term of any approval granted by the Planning Department or the Planning Commission pursuant to the Project SUD or SSD, any conditional use permit, special use permit, planned unit development, sign permit, or any other discretionary permit shall be for the longer of the Term (as it relates to the applicable parcel) or the term otherwise allowed under Applicable Law. The term of any Subdivision Map that has an expiration date (e.g., tentative maps) shall be for the longer of the Term (as it relates to the applicable parcel) or the term otherwise allowed under the Subdivision Map Act.

3. GENERAL RIGHTS AND OBLIGATIONS

3.1. Development of the Project. Developer shall have the vested right to develop the Project, and to install or construct signs in accordance with the SSD (both on the Stonestown Galleria Mall and within the Project Site), in accordance with and subject to the provisions of this Agreement 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 that Developer (i) has obtained all Approvals from the City required to Commence Construction of the Project, other than any required Later Approvals, including but not limited to approval of a Development Phase Application for each Phase and (ii) 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 Project SUD, SSD, the attainment of any required Later Approvals, and any Non-City Approvals.

3.2. Development Process.

3.2.1 Phases. The Parties anticipate that the Project will be developed in phases and subphases as described in the Phasing Plan (each, a “**Development Phase**” or “**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 (including concurrently), but subject to the requirements of this Agreement. Prior to the Commencement of Construction of any Building or Privately-Owned Community Improvements within the Project, Developer shall submit and obtain Planning Department approval of a Development Phase Application processed in accordance with the procedures and requirements set forth in Exhibit K (each, a “**Development Phase Application**”) covering the applicable parcel(s) of land within which the applicable Building or Privately-Owned Community Improvements will be constructed. The Development Phase Application will set forth the scope and work plan for the Development Phase included within such Development Phase Application, including the Associated Community Benefits required in connection with each Phase, in accordance with the requirements of Exhibit K.

3.2.2 Boundaries. The proposed boundaries of each Development Phase are generally shown in the Phasing Plan. Final boundaries of each Development Phase will be established through Subdivision Maps that will create parcels within each Development Phase.

3.2.3 Associated Community Benefits. Because the Project will be built out over a number of years, the amount and timing of the Associated Community Benefits are allocated by Development Phase in accordance with the Plan Documents, including the Phasing Plan and/or Infrastructure Plan. As more particularly described in Section 4.1, requirements of Associated Community Benefits related to affordable housing, Project Open Space, workforce requirements, child care, senior center, and transportation improvements and programs will be delivered as set forth in the Housing Plan, Phasing Plan, Workforce Agreement, Child Care and Senior Center Exhibit, and Transportation Exhibit, respectively. The scope and timing of any Public Improvements associated with specific Parcels or Buildings will be reviewed and approved by the City through the Subdivision Map approval process as described in the Review and Permitting Exhibit but must be consistent with the Infrastructure Plan and the Approvals. To the

extent of any conflict between the Subdivision Map Act on the one hand and the Infrastructure Plan on the other, the Subdivision Map Act shall control.

3.2.4 Proportionality Requirement; Phasing Goals. “City ACBs” means the Public Improvements, Privately-Owned Community Improvements, the East / West Connections, Housing Plan benefits, Senior Center and Child Care program benefits, Transportation Exhibit benefits, Emergency Fire Fighting In-Lieu Fee, RPD Improvements Exhibit benefits. The development of the Project as provided in this Agreement and the other Plan Documents has been carefully structured to meet the requirement that City ACBs be provided proportionately with the market-rate residential and commercial development (the “**Proportionality Requirement**”). The Parties agree that the Phasing Plan as of the Effective Date reflects Developer’s anticipated sequencing of development and complies with the Proportionality Requirement with regard to each Phase and Sub-Phase. When considering any requested change to the Phasing Plan pursuant to Section 3.2.5 and 3.2.6, the City shall consider whether the Proportionality Requirement will remain satisfied, as well as the following additional phasing goals (the “**Phasing Goals**”):

(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 with or adjacent to a functional street, whether that street is temporary or final.

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

(c) 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 (including Sub-Phases as described in the Phasing Plan) 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, documentation of any changed circumstances or increased costs if requested by City, and how the changes remain consistent with the Proportionality Requirement and the Phasing Goals. The Parties agree that the division of Phases into Sub-Phases shall not be considered a change to the Phasing Plan, so long as the Planning Director approves the equitable allocation of Associated Community Benefits for the applicable Sub-Phases.

(a) Required Infrastructure Phasing Changes. As the Project is developed, and due to the flexibility provided to Developer in determining the timing and sequence of Development Phases, if a Development Phase or Sub-Phase is built out of sequential order, the City may require elements of Public Improvements and Infrastructure for a Development Phase or Sub-Phase that otherwise would not be required until a later Development Phase or Sub-Phase, if such Public Improvements or Infrastructure are necessary to support the out-of-sequence Phase or Sub-Phase pursuant to the standards set forth in the Subdivision Map Act (a “**Required Infrastructure Phasing Change**”). The reasonably anticipated increased cost for a Required Infrastructure Phasing Change for a Phase or Sub-Phase shall be considered in determining whether the Proportionality Requirement is satisfied, and Developer may request deferrals of certain City ACBs required for an applicable Phase or Sub-Phase (except for changes to the Interim Requirements described in the Housing Plan, the Emergency Firefighting In-Lieu Payment, or the RNP Cash Contribution, collectively, the “**Non-Deferrable ACBs**”) to ensure that the Proportionality Requirement continues to be satisfied with regard to such Phase or Sub-Phase, subject to the City’s approval pursuant to Section 3.2.6.

3.2.6 City Approval of Phasing Plan Changes. Any change to the Phasing Plan that is a Material Change will require approval of the Board. In no event may the Planning Director waive delivery of an Associated Community Benefit. The Planning Director may only agree to deferral of a City ACB if they determine that delivery of all remaining Associated Community Benefits for the Project is reasonably achievable in the remaining Phases.

(a) Required Infrastructure Phasing Change. If a requested change to the Phasing Plan is due to a Required Infrastructure Phasing Change, in determining whether the Proportionality Requirement and the Phasing Goals have been satisfied, the Planning Director shall consider the reasonably anticipated cost of such Required Infrastructure Phasing Change and whether such increased costs will result in a significant impediment to the development of the Project, in which case the Planning Director may defer a City ACB (but not a Non-Deferrable ACB) to a later Phase or Sub-Phase in the Planning Director's reasonable discretion.

(b) Other Requested Phasing Plan Changes. In considering whether to approve Developer's requested changes to the Phasing Plan that are not due to a Required Infrastructure Phasing Change, the Planning Director will consider whether the changes are consistent with the Proportionality Requirement and the Phasing Goals, and whether 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. After consultation with the affected City Agencies and the City Attorney, the Planning Director may approve such change in their sole discretion if the Planning Director determines that the modified Phasing Plan meets the Proportionality Requirement and the Phasing Goals, provided that the Planning Director may propose alternative changes that are consistent with the Proportionality Requirement and the Phasing Goals. Any change to the Phasing Plan pursuant to this Section 3.2.6(b) that does not meet the Proportionality Requirement and the Phasing Goals, or that the Planning Director objects to, will require the approval of the Planning Commission.

3.3. Subdivision Maps. Developer shall ensure that the sale or conveyance of any Development Parcel complies with the Subdivision Map Act and the City's Subdivision Code, but a Final Map shall not be a condition precedent to Commencement of Construction on any Development Parcel except to the extent required by the City's Subdivision Code. Developer is not required to obtain one Subdivision Map for the entire Project Site and can instead obtain multiple maps, one for each Phase or Sub-Phase of development, as desired.

3.4. Design Review and Objective Requirements. The Approvals and Plan Documents, including the Project SUD, SSD, DSG, and Phasing Plan, are intended to ensure that

the urban, architectural, and landscape design of the Buildings, Project Open Space, Privately-Owned Community Improvements, Public Improvements, and signs 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 Project SUD sets forth the design review procedures applicable to all Buildings and Project Open Spaces. Design review procedures applicable to the RNP Accessible Paths and RNP Landscaping Improvements will be as set forth in Section 3.5 and the RPD Improvements Exhibit. 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 DSG, 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, Privately-Owned Community Improvement, or sign that meet the quantitative or objective requirements of the Project SUD, SSD, the DSG, the Infrastructure Plan, and other Plan Documents (the “**Objective Requirements**”), the City acknowledges and agrees that (i) it has exercised its discretion in approving the Project SUD, SSD, the Infrastructure Plan, the DSG, and the other Plan Documents, 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 applicable Building or Privately-Owned Community Improvements meet the standards as set forth in Section 5.4.1 (City-Wide Building Codes) and the standards for sidewalks, streets, and infrastructure as set forth in Section 5.4.2 (Sidewalks, Streets, and Infrastructure) and Section 5.4.4 (Applicability of Utility Infrastructure Standards). Objective Requirements include: (i) with respect to Buildings, the proposed height, bulk, setbacks, streetwalls, location of uses and size of such uses, and the associated amount of open space, parking, and loading; (ii) with respect to Privately-Owned Community Improvements other than Project Open Space, those aspects described in Section 5.4.2 hereof; (iii) with respect to Project Open Space, the location, size, and configuration of the Project Open Space; and (iv) with respect to Signs, the location, number, size, configuration, illumination, and use of video signs and freestanding gateway signage.

3.5. Design Review of RNP Accessible Paths and RNP Landscaping Improvements. Before the City may issue any construction permit for the RNP Accessible Paths or RNP Landscaping Improvements in accordance with the Review and Permitting Exhibit, RPD must have first approved the design applications for the applicable improvements in accordance with the RPD Improvements Exhibit.

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 the 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 required to accept (and PW requirements for the City Unaccepted Street), and in some cases operate and maintain, the Public Improvement, consistent with the Infrastructure Plan and 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 in a good and diligent manner, without material defects, and 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 shall 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, Developer shall obtain all necessary permits and

approvals: (i) from the SFMTA of the plans and specifications for Public Improvements that are under SFMTA jurisdiction as provided in the SFMTA Consent, (ii) from the SFPUC of the plans and specifications for the SFPUC Infrastructure as provided in the SFPUC Consent, and (iii) from PW of the plans and specifications for all streets and sidewalks and improvements in the public rights-of-way. In deciding whether to approve, conditionally approve, or deny a permit or approval, 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 Scope and Timing for Completion of Public Improvements and Privately-Owned Community Improvements.

(a) On or before issuance of the TCO for a new Building, Public Improvements that are required to serve that new Building (if any, as identified in the Infrastructure Plan and Phasing Plan) must be Completed and either (i) accepted by the Board of Supervisors or (ii) if not accepted by the Board of Supervisors, Developer and the City must have entered into an agreement governing the use of and liability for the applicable Public Improvements until accepted by the Board of Supervisors that is reasonably acceptable to the PW Director with regard to Public Improvements within PW jurisdiction, the SFPUC General Manager with regard to Public Improvements within SFPUC jurisdiction, and the SFMTA Director of Transportation with regard to Public Improvements within SFMTA jurisdiction. 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. The Parties agree that it shall be deemed unreasonable for any City Agency to refuse to issue the certificate(s) of occupancy if the Parties have entered into an agreement described in Section 3.6.3(a)(i) and any conditions in such agreement have been met.

(b) Privately-Owned Community Improvements, including Project Open Spaces, expressly identified in the Phasing Plan and/or Infrastructure Plan to be Completed or substantially completed within a particular Development Phase, must be Completed or substantially completed (as applicable per the Phasing Plan and/or Infrastructure Plan) in

accordance with the times for Completion or substantial completion set forth in the Phasing Plan and/or Infrastructure Plan (as applicable) for the applicable Development Phase.

(c) If Developer fails to Complete or substantially 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 for a Building or Buildings, as the case may be, 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 within the applicable Development Phase or Sub-Phase in accordance with the Subdivision Code, the applicable Public Improvement Agreement and Subdivision Map conditions of approval, with fee title to the public right-of-way (or an easement, if acceptable to the City). At any time after Completion, for all Public Improvements, Developer shall make a written request to the City to initiate acceptance of such Public Improvements in accordance with the Subdivision Code, the Public Improvement Agreement, and this Agreement. With any such request, Developer shall satisfy all prerequisites to and conditions of acceptance for such Public Improvements and shall 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 will introduce complete acceptance packages to the Board of Supervisors. As provided in the City's ordinance approving this Agreement, the Director of Property is authorized to accept or grant on behalf of the City any easements, licenses, or other agreements concerning real property, whether such easements, licenses, or agreements are temporary, interim, or permanent, that the Director of Property and the affected City Agency, in consultation with the City Attorney, determines are reasonably necessary in furtherance of implementation of the Project, whether on or off the Project Site, and on terms acceptable to the Director of Property in the Director's sole discretion.

3.7. Maintenance and Operation of Public Improvements. From and after the City's acceptance of the Public Improvements, the City shall maintain and operate the Public Improvements in accordance with customary City standards. The improvements within the City Unaccepted Street that are not accepted by the City are not Public Improvements.

3.8. Maintenance and Operation of Privately-Owned Community Improvements. Developer, Management Association, and/or Mall Owner shall own, operate, and maintain all Privately-Owned Community Improvements in good and workmanlike condition, and otherwise in accordance with all applicable Laws and any applicable permits, at no cost to City. At a minimum, upon Completion, (i) all Project Open Spaces shall be maintained in accordance with the requirements of Exhibit G-1, (ii) all Private Streets shall be maintained in accordance with the requirements of Exhibit S, (iii) all Developer Maintained Improvements within the RPD Parcel shall be maintained in accordance with the requirements of the License Agreement described in Exhibit R, and (iv) other than discrete elements within the City Unaccepted Street that are accepted by the City, the City Unaccepted Street shall be maintained by Developer in accordance with a major encroachment permit or other agreement between Developer and City, as described in Exhibit S (the “**Unaccepted Street Permit**”). In accordance with Public Works Code Section 786.7(f)(3), the City agrees that the public right-of-way occupancy assessment fee does not apply to the Project. To ensure that all such Privately-Owned Community Improvements are maintained as required, Developer shall record a declaration of covenants, conditions, and restrictions (“**CC&Rs**”) against all residential lots within the Project Site but excluding any sites that are intended for dedication to the City. The recorded CC&Rs shall require the property owner’s association (“**Management Association**”) to maintain and repair such Privately-Owned Community Improvements at no cost to the City (except as otherwise permitted by the Financing Plan or Law), with appropriate dues of the members of the Management Association to provide the necessary funding. The CC&Rs may be recorded against lots within the Project Site in phases, but in each instance, they must be recorded before issuance of the TCO for the first Building to be constructed at the Project Site or within such Phase (as applicable). In addition, the requirements of Exhibit G-2 will be incorporated into a Notice of Special Restrictions reasonably approved by City and Developer, and recorded by Developer against portions of the Project Site with each Final Subdivision Map that includes a lot with Project Open Spaces (each, an “**Open Space NSR**”) and the requirements of Exhibit S will be incorporated into a Notice of Special Restrictions reasonably approved by City and Developer and recorded by Developer against portions of the Project Site with each Final Subdivision Map that includes a lot with a Private Street (each, a “**Streets NSR**”). The Open Space NSRs and the Streets NSRs shall expressly provide the City with the right to enforce the public access, operational standards, and maintenance and repair provisions applicable

to the Project Open Spaces, Private Streets, and City Unaccepted Street pursuant to Exhibit G-1 and Exhibit S. The CC&Rs shall include the obligation to comply with the Open Space NSRs and the Streets NSRs. The section of the CC&Rs requiring compliance with the Open Space NSRs and the Streets NSRs shall be subject to the reasonable approval of OEWD and the Planning Department on or before the recordation of the CC&Rs. In addition, pursuant to Section 2.7 of the Financing Plan, a maintenance budget must be reasonably approved by the City and Developer to determine the costs of the Contingent Services prior to formation of the Services CFD (as such terms are defined in the Financing Plan.)

3.9. Non-City Regulatory Approvals for Public Improvements and Privately-Owned Community Improvements. The Parties acknowledge that certain Public Improvements and Privately-Owned Community Improvements, most particularly those on or about 19th Avenue, require the approval of state governmental agencies (“**Non-City Responsible Agencies**”) that are independent of the City and not a Party to this Agreement. The Non-City Responsible Agencies may disapprove installation of such Public Improvements or Privately-Owned Community Improvements, making such installation impossible. Developer will use its commercially reasonable efforts to identify proposed modifications to Public Improvements or Privately-Owned Community Improvements, as applicable, to address the concerns of and obtain approval from such Non-City Responsible Agencies. Any such modifications shall be subject to approval by the City in its reasonable discretion, provided, however, that the City agrees that modifications which (i) substantially conform to the design of the Public Improvement or Privately-Owned Community Improvement approved by City through an approved set of street improvement plans or other City permit, and (ii) do not reduce the quality of materials to be used or increase the maintenance obligations or costs to the City, shall be deemed reasonable and approved by the City. 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 the development of the Project in accordance with the Approvals (each, a “**Non-City Regulatory Approval**”). The City’s commitment to Developer under this Section 3.9 is subject to the following conditions:

(a) Throughout the permit or approval 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 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 the City's 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.

3.10. 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. Each affected City Agency must approve the Continuing Obligation in writing in its reasonable discretion before Developer agrees to the Non-City Regulatory Approval and the Continuing Obligation. Upon the City's acceptance of any Public Improvements that have a Continuing Obligation that was approved by the City as set forth above, the City will assume the Continuing Obligation and notify the applicable Non-City Responsible Agency. No Continuing Obligation may apply to private land, unless approved by the City in its sole discretion.

3.11. Workforce. Developer shall require project sponsors, contractors, consultants, subcontractors, and sub-consultants, as applicable, to undertake workforce

development activities of the Project in accordance with the Workforce Agreement attached as Exhibit J.

3.12. Public Power. 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 SFPUC will complete a feasibility study within ninety (90) days 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.

3.13. Public Financing. The Financing Plan establishes a comprehensive financing plan for the Project, which includes, among other things, the establishment by the City of an enhanced infrastructure financing district (formed under Government Code 533398.5 et seq.) ("**EIFD**") and, under the circumstances set forth in the Financing Plan, one or more community facilities districts (formed under San Francisco Special Tax Financing Law (Admin. Code ch. 43, art. X), which incorporates the Mello-Roos Community Facilities Act of 1982 (Cal. Gov't Code §§ 53311-53368), as amended) ("**CFD**"). Any and all costs incurred by the City in forming the EIFD and any CFD shall be City Costs. Developer shall not, at any time, contest, protest, or otherwise challenge the formation of the EIFD or CFD or any financing secured by Project Special Taxes (as defined in the Financing Plan), or the application of bond proceeds or Project Special Taxes to the extent consistent with the Financing Plan. The foregoing covenant shall not prevent the Developer in any way from (i) challenging the levy of Project Special Taxes that have not been levied in accordance with the methodologies contained in the applicable Rate and Method of Apportionment of Special Tax pursuant to which Project Special Tax is levied, (ii) challenging the application or use of the Project Special Tax, tax increment from the EIFD, or bond proceeds from the CFD or EIFD that are not consistent with this Agreement, the Financing Plan, the applicable acquisition agreement, or any other document executed in connection with the CFD or EIFD that the Developer is a party to or a beneficiary thereof (collectively, the "**Operative Documents**"), or (iii) bringing an action or suit to enforce the obligation of the City, the CFD, or the EIFD under the Operative Documents. Developer acknowledges the provisions of Section 2.6(b) of the Financing Plan, and further acknowledges that section 9 of article I of the California Constitution

and Government Code Section 5854 restrict the Developer's ability to repeal or reduce the Project Special Taxes. Once established, Developer shall not institute, or cooperate in any manner with, proceedings to repeal or reduce the Contingent Services Special Taxes. The provisions of this Section 3.13 shall survive the expiration or termination of this Agreement, and Developer shall include the requirements of this Section 3.13 in the CC&Rs (or, if the CC&Rs have not yet been created and recorded, in the sale documents for any sale of all or part of the Project Site). If, for reasons outside the control of City and Developer, the proposed financing districts cannot be established for the purposes contemplated in the Financing Plan, City and Developer will negotiate in good faith to structure a substitute financing program reasonably equivalent in nature and function and allowable under Applicable Laws.

Nothing in this Agreement shall be deemed to limit the City's ability to impose new or increased special taxes or assessments above or in addition to those special taxes and assessments identified in the Financing Plan, provided that (i) the City shall not institute or initiate proceedings for any new or increased special tax or assessment for a land-secured financing district (excluding any business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site, unless the new or increased special tax or assessment applies to all similarly-situated property on a City-Wide basis or Developer gives its prior written consent to or requests such proceedings; (ii) Developer and City shall not take any other action that conflicts with the Financing Plan without the other Party's prior written consent; and (iii) no such new or increased special tax or assessment shall be targeted or directed solely at the Project or any part of the Project Site, unless Developer gives its prior written consent to such targeted special tax or assessment. If the City imposes a new or increased special tax or assessment targeted or directed solely at the Project or any part of the Project Site without Developer's consent and a court of competent jurisdiction finds the limitation in clause (iii) above to be unenforceable, then the Parties agree to take such measures as necessary (including reducing obligations of Developer under this Agreement or crediting Developer for amounts otherwise owed by Developer) to reestablish the position in which the Parties would have been if this provision were found to be enforceable.

3.14. Variant Sub-Area. Notwithstanding anything to the contrary herein, the Variant Sub-Area, as shown in Exhibit A-2, is not subject to the terms of this Agreement unless

and until the fee owner of the Variant Sub-Area executes a joinder to this Agreement substantially in the form attached hereto as Exhibit T related to the Variant Sub-Area or a portion thereof, in which case such Person shall be “Developer” hereunder with respect to the Variant Sub-Area or such portion and the Variant Sub-Area and such portion shall constitute “Developer Property” applicable to such Person.

3.15. Stonestown Galleria Mall. Stonestown Galleria Mall is not a part of the Project or the Project Site to be developed in accordance with this Development Agreement and the Plan Documents, including, without limitation, the Project SUD. Stonestown Galleria Mall is included in this Development Agreement solely for the limited purpose of (i) vesting the provisions of the Stonestown Special Signage District applicable to the Stonestown Galleria Mall and (ii) providing for the obligations related to the East/West Connections in accordance with the East/West Connections Exhibit attached as Exhibit U. For the avoidance of doubt, the Stonestown Galleria Mall is not subject to any of the obligations of this Development Agreement (including, without limitation, any requirements or obligations of the Phasing Plan, Housing Plan, and Workforce Plan) except as it pertains to the obligation to provide the East / West Connections as set forth in the East/West Connections Exhibit and Phasing Plan.

4. PUBLIC BENEFITS; DEVELOPER OBLIGATIONS AND CONDITIONS TO DEVELOPER’S PERFORMANCE

4.1. Public 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 the City would not be willing to enter into this Agreement without the Community Benefits. Payment or delivery of various Community Benefits is tied to specific

Buildings or other development milestones in connection with the implementation of the Project, as described in the Phasing Plan or as described elsewhere in this Agreement or the Plan Documents, including but not limited to the Privately-Owned Community Improvements, the Public Improvements, and the affordable housing under the Housing Plan (each, an “**Associated Community Benefit**”). Time is of the essence with respect to the completion of the Associated Community Benefits and the Public Improvements.

4.1.1 Associated Community Benefits. As part of its development of the Project, Developer shall provide the Associated Community Benefits as described in the following attachments to this Agreement:

- (a) the Public Improvements and Privately-Owned Community Improvements described in the Infrastructure Plan;
- (b) the Project Open Space, to be developed in accordance with the Phasing Plan and subject to the Open Space Regulations;
- (c) the transportation and other infrastructure improvements and benefits in accordance with the Transportation Exhibit, including a TDM Plan;
- (d) the East-West Connections, to be provided in accordance with the Phasing Plan and the East/West Connections Exhibit;
- (e) the Workforce Plan;
- (f) the Sustainability Plan;
- (g) the Child Care Facility and Senior Center Plan;
- (h) the RPD Improvements and RNP Cash Contribution, as described in the RPD Improvements Exhibit and the Infrastructure Plan;
- (i) the Emergency Firefighting In Lieu Payment, as described in the Phasing Plan and the Infrastructure Plan; and
- (j) the affordable housing, as described in the Housing Plan.

4.1.2 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) The Development Phase Approval to which the Associated Community Benefit is tied (or of which the applicable Building is a part) shall have been Finally Granted;

(b) Developer shall have obtained all Later Approvals required to Commence Construction of the applicable Development Phase and/or Building to which the Associated Community Benefit is tied, and such Later Approvals 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 and/or Building to which the Associated Community Benefit is tied.

If Developer Commences Construction of a Building and pursues construction of such Building to Completion, the obligation to provide the Associated Community Benefits tied to that Building shall survive the expiration or termination of this Agreement to the date of Completion of the applicable Building and Associated Community Benefit in accordance with the applicable Plan Documents. The timing for delivery or completion of the Associated Community Benefits and Public Improvements shall be as set forth in this Agreement, as further specified in the Phasing Plan, the Housing Plan, and the Infrastructure Plan.

4.2. Performance of Community Benefits. Whenever this Agreement requires completion of an Associated Community Benefit at or before TCO for a Building, the City may withhold a TCO for that Building until the required Associated Community Benefit is Completed in accordance with the terms of the Phasing Plan or the applicable Plan Document, or, in the case of a Public Improvement, Developer has provided the City with adequate security for Completion of such Public Improvement in a commercially reasonable form (e.g., a bond or letter of credit) as

approved by the PW Director in the Director's reasonable discretion (following consultation with the City Attorney), and the head of the City Agency with jurisdiction over the type of Associated Community Benefit that is incomplete. In the case of an uncompleted Associated Community Benefit that is not a Public Improvement, the Planning Director and the head of the City Agency with jurisdiction over the type of Associated Community Benefit that is incomplete, on behalf of the City and in their sole discretion, may enter into an agreement with Developer that provides for Developer's completion of the Associated Community Benefit and adequate security for such Completion. In determining the need for and reasonableness of any such security, the PW Director (for Associated Community Benefits that are Public Improvements) or the Planning Director for (Associated Community Benefits that are not Public Improvements,) and the head of the appropriate City Agency shall consider (i) any existing or proposed security, such as any bonds required under the Subdivision Map Act, and (ii) payment and performance bonds provided to a construction lender if the subject Associated Community Benefit is construction of Affordable Units and construction financing for the Affordable Units has closed.

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 (i) the FEIR contains a thorough analysis of the Project and possible alternatives, (ii) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project, and (iii) 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.

4.3.1 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 or for causing the completion of all Mitigation Measures identified as the responsibility of the “owner” or the “project sponsor” as required by the MMRP. 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 permitted under applicable Law as reasonably determined by the Planning Director. Nothing in this Agreement shall limit the ability of the City to impose conditions on any new, discretionary permit resulting from Material Changes or Project Changes as such conditions are determined by the City to be necessary to mitigate adverse environmental impacts identified through the CEQA process and associated with the Material Changes or Project Changes, or otherwise to address significant environmental impacts as defined by CEQA created by such approval or permit; provided, however, that any such conditions must be in accordance with applicable Law.

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, Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

4.5. City Cost Recovery; Annual Scopes & Budgets.

4.5.1 City Staffing. In its sole discretion, the City may determine its staffing of work under this Agreement, including choosing to use outside counsel, contractors, or consultants when PW or the applicable City Agency deems necessary consistent with standard

City practice. OEWD will be responsible for coordinating the billing of all City Agencies as described in this Section. Developer will pay City Costs through the Term of this Agreement, and Developer's obligation to pay such City Costs incurred during the Term of this Agreement will survive termination of this Agreement, subject to the twelve (12) month deadline set forth in Section 4.4.7.

4.5.2 Annual Schedules: Budget Estimation Process. At Developer's election, the Parties will cooperate to develop a proposed budget for City Costs expected to be incurred each July 1 through June 30 (each, a "**Fiscal Year**"). If elected by Developer, by March 1 of each year during the Term, Developer will submit to OEWD a projected overall scope of work that Developer anticipates asking the City to perform in the subsequent Fiscal Year, including a schedule with key City and Developer milestone tasks and submittals and approximate start and completion dates for each City and Developer task ("**Proposed Scope & Schedule**"). The Proposed Scope & Schedule will be submitted in a Gantt chart or similar format and will identify the City Agencies expected to participate in each task and proposed timelines for completion of each City Agency task identified in the Proposed Scope & Schedule. Developer and each City Agency, in consultation with OEWD, will work together based upon Developer's Proposed Scope & Schedule to prepare an agreed-upon schedule and budget estimate (an "**Annual Schedule and Budget**" or "**ASB**") prior to the start of the next Fiscal Year. The approval of the director of each City Agency or that director's designee must be obtained as to each new or revised ASB, and the approval of OEWD must be obtained for the City's overall Fiscal Year ASB. Once duly approved and signed by the affected City Agency and Developer, each ASB will be deemed amended to incorporate any amended, new, or replacement scope of work, terms, schedule, and budget for reimbursement of City Costs.

4.5.3 City Attorney City Costs. The City's overall Fiscal Year ASB will include an estimated budget for City Attorney's Office costs. The City will provide the estimated City Attorney's Office budget based upon the Proposed Scope & Schedule and after reviewing City Attorney's Office costs for comparable scopes of work on other projects. Work of the City Attorney's Office will be billed at the then-current rates charged by the City Attorney's Office to private developers. The City Attorney's Office billing statement will be reviewed and approved by OEWD, and the cover invoice forwarded to Developer will include only a brief and general

non-confidential statement of the topics of work performed, including the Parcel and/or Phase for which such work was performed and a description of any other City Costs incurred by the City Attorney's Office during such period that do not involve payment for time worked.

4.5.4 Citywide Contingency Funds. The Parties anticipate that the overall Fiscal Year budget may include contingency funds that are not allocated to any particular City Agency's ASB ("**OEWD Contingency Funds**") but are included in OEWD's ASB. OEWD may, in consultation with a City Agency and Developer's designated principal, (1) reallocate all or a portion of the OEWD Contingency Funds to a City Agency in order to increase the funds allocated to that City Agency under its ASB, (2) allocate OEWD Contingency Funds for City Costs incurred under this Agreement by a City Agency that does not have an ASB, or (3) allocate OEWD Contingency Funds for any City Cost that is not otherwise reflected in the ASBs.

4.5.5 Schedule and Budget Monitoring. Developer and City will cooperate in monitoring the ASBs for the Fiscal Year, including updating the project schedule on a quarterly basis or at another frequency agreed to by Developer and City. At Developer's request, each City Agency's designated principal for the Project will meet with Developer to discuss the estimated budget of funds necessary to complete the remaining tasks for the Fiscal Year and the schedule to complete such tasks. If Developer or City anticipates that there will be a shortfall of funds in a City Agency's ASB or a delay in the schedule, then Developer, the applicable City Agency, and OEWD will consult and determine whether there are sufficient OEWD Contingency Funds to cover the shortfall and/or whether the schedule can be achieved without any delays. The Parties may elect to utilize the meet and confer process set forth in Section 9.2 below to resolve any disputes, delays, or budget exceedances identified in any ASB. If the Parties consult and determine that there are insufficient budgeted funds to cover the shortfall and/or that a modification of the schedule is necessary, then Developer, the applicable City Agency, and OEWD may produce a revised ASB for the Fiscal Year. Developer and City will cooperate in good faith to attempt to provide accurate schedule and budget estimates and to comply with the schedules and budget estimates included in each approved ASB, provided, however that (i) all City Costs incurred by City Agencies will be invoiced to Developer and paid by Developer, including any City Costs that exceed the estimated budget of an ASB, (ii) Developer and City will cooperate to undertake necessary tasks relating to the Project throughout each Fiscal Year, notwithstanding any

inaccuracies or omissions in the annual schedule and budget estimates included in the agreed upon ASB, and (iii) Developer may, upon 30 days prior written notice to OEWD, request that all City Agencies working on the Project pause work on the Project (or any portion thereof) until such time as Developer provides written notice to OEWD for work to commence on the Project (or any portion thereof) and the City shall make good faith efforts to pause its work on the Project to the extent reasonably practicable during this period that the Project (or any portion thereof that is the subject of the notice) is on pause, provided that Developer shall remain required to pay any City Costs incurred during such period.

4.5.6 Quarterly Billing. OEWD will provide Developer with quarterly invoices showing City Costs incurred by the City Agencies (each, a “**City Costs Invoice**”). Each City Costs Invoice except for that of the City Attorney’s Office will indicate (i) the hourly billing rate for each City staff position applicable at the time the cost was incurred, (ii) the total number of hours spent by each City staff member during the invoice period, (iii) a brief non-confidential description of the work completed by such City Agency during such period, including the applicable Phase(s) for which such work was completed, and (iv) a reasonably detailed description of any other City Costs incurred by the City Agencies during such period that do not involve payment for time worked (collectively, the “**Accounting of Time and Costs**”). Any City Costs that involve a third party other than the City Attorney’s Office shall include an itemized invoice from such third party, and such third-party invoice shall also include an Accounting of Time and Costs. OEWD will make reasonable efforts to provide an Accounting of Time and Costs from each City Agency, including any associated third-party invoices, in each City Costs Invoice; provided, however, if OEWD is unable to provide the Accounting of Time and Costs from one or more of such parties with the initial City Costs Invoice after such costs are incurred, then OEWD may send a City Costs Invoice to Developer that does not include the charges of such parties without losing any right to include such charges in a future or supplemental City Costs Invoice. The City shall maintain records, in reasonable detail, with respect to all City Costs and upon written request of Developer within three (3) months after receipt from OEWD of a City Costs Invoice and to the extent not confidential, shall make such records available for inspection by Developer, within twenty (20) business days of Developer’s written request therefor.

4.5.7 Payment; Suspension for Nonpayment. Developer will pay to the City all City Costs, within forty-five (45) calendar days after receipt from OEWD of a City Costs Invoice. Each City Agency, including the City Attorney's Office, may suspend or discontinue that City Agency's ongoing tasks under this Agreement if past due payments are not made within seventy-five (75) calendar days after Developer's receipt of the City Costs Invoice. Developer's obligation to pay any City Costs shall survive termination of this Agreement with respect to any City Costs that were incurred during the Term. Notwithstanding the foregoing, 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

4.5.8 Billing Disputes. If Developer, in good faith, disputes any portion of a City Costs Invoice, then within forty-five (45) calendar days after receipt of the City Costs Invoice Developer shall provide OEWD written notice of the amount disputed and the reason for the dispute. The Parties may agree, but shall not be required to, utilize the meet and confer process set forth in Section 9.2 below to resolve any disputes related to a City Costs Invoice. The Parties shall use good faith efforts to reconcile the dispute as soon as practicable. City staff time and other costs incurred by the City to respond to Developer's billing inquiries will be City Costs. 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. Developer will have no right to withhold payment for City Costs incurred during the Term.

4.5.9 Amendments to City Cost Recovery Process. Any amendment to this Section 5 that does not constitute a Material Change may be agreed to in writing by Developer and the Planning Director, with the consent of the Executive Director of OEWD and any affected City Agency and without approval of the Board.

4.6. Prevailing Wages. 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 (i) be 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); (ii) be provided the same hours, working conditions, and benefits as in each case are provided for similar work performed in the City in Administrative Code Section 6.22(f); and (iii) employ apprentices in accordance with Administrative Code Section 23.61. Any contractor or subcontractor 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. The City's Office of Labor Standards Enforcement ("OLSE") enforces applicable labor Laws on behalf of the City. 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, all to the extent required hereunder and as more particularly described in the Workforce Agreement.

4.7. Indemnification of City.

4.7.1 Developer shall, to the maximum extent permitted by law, indemnify, reimburse, and hold harmless the City and its officers, agents, and employees (collectively, the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims (collectively, "**Losses**") arising or resulting directly or indirectly from (i) any third-party claim arising from by 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 Federal or State Laws, the Existing Standards or any permitted New City Laws; (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring in the East / West Connections (as defined in the East / West Connections Exhibit), the Project Site (or the public right-of-way adjacent to the Project Site) in connection with the construction by Developer, 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 its subcontractors relating to the construction of any part of the Project; and (vii) any dispute between Developer and any Transferee or any subsequent owner of any of the Project

Site relating to any assignment of this Agreement, 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 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 for a period lasting the later of four (4) years after the expiration or termination of this Agreement or the expiration of the statute of limitations applicable to a particular third-party claim, to the extent such indemnification obligation arose from an event occurring before the expiration or termination of this Agreement. To the extent the indemnifications relate to Developer's obligations that survive the expiration or termination of this Agreement, the indemnifications shall survive for the term of the applicable obligation plus four (4) years.

4.7.2 Multiple Developers. For the avoidance of doubt, if Developer is more than one Person (e.g. if a Transfer has occurred following the Reference Date), then each Person that is entitled to the rights of "Developer" hereunder shall be responsible only for the indemnification, reimbursement, hold harmless, or defense obligations applicable to such Developer and Losses occurring with respect to its associated Parcel or Parcels (as applicable) and each such Person shall not be responsible for the indemnification, reimbursement, hold harmless, or defense obligations applicable to any other Person that is Developer with respect to such Person's Parcel or Parcels. For the avoidance of doubt, the obligations of each Transferee and the original Developer hereunder shall be several and not joint.

5. VESTING AND CITY OBLIGATIONS

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 public health, safety, and welfare. Developer shall have

the vested right to develop the Project and Signage as set forth in the Approvals and this Agreement, including, without limitation, the following vested elements: the locations and numbers of Buildings proposed; the land uses, height, and bulk limits, including the maximum density, intensity, and gross square footages; the permitted uses, signage, and the provisions for open space, yards, vehicular access, loading, 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 Developer’s right to the Vested Elements, and Developer shall have the right to seek and obtain subsequent building permits or approvals, including any 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.

5.1.1 Waiver of State Density Bonus Law and Similar Laws. The Parties acknowledge that various state and local laws, including but not limited to the State Density Bonus Law (California Government Code Section 65915 *et seq.*), the Affordable Housing Bonus Program (Planning Code Section 206 *et seq.*), and Planning Code Section 207, as they may be amended from time to time, generally allow additional residential and/or non-residential density and modifications to development requirements for residential or mixed-use developments in exchange for the inclusion of a percentage of on-site below market rate units, or the dedication of land suitable for the construction of on-site affordable housing units. By entering into this Agreement and adopting the Approvals, the City is allowing significantly more development than what is allowed under the existing zoning and more than what would be allowed under existing zoning in conjunction with the State Density Bonus Law, Affordable Housing Bonus Program, or any other state or local development bonus program. Likewise, Developer is providing on-site affordable housing in an amount greater than required to receive such bonuses, as set forth in the Housing Plan. By entering into this Agreement, Developer voluntarily and intentionally waives its ability to use the State Density Bonus program, the Affordable Housing Bonus Program, and Planning Code Section 207, as they may be amended from time to time, or any other process or mechanism allowed under state or local law now or in the future, to increase, modify, expand, or change the amount of and design for development, both residential and non-residential, on the Project Site from the Project as described in and regulated by this Agreement and the Approvals. Developer

agrees to pursue development on the Project Site solely within the regulatory framework of Approvals, with the understanding that the only allowed modifications, exceptions, and variances to the Project are those pursuant to the parameters and processes explicitly established in the Project SUD for such modifications and changes. The City would not be entering into this Agreement and approving this Project, including the Project SUD, Zoning Map amendments, and Vested Elements, were Developer able to use any other development bonus in conjunction therewith, and the City has negotiated the public benefits, including affordable housing and other provisions of this Agreement based on the specific land use program and project design as established in the Project SUD, Zoning Map amendments, and DSG as adopted, inclusive of the modification processes allowed therein, any amendments to the Project SUD, and design for development as may be approved in the future by the City.

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, 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**”) and as the same may be amended or updated in accordance with Section 5.4 or with permitted New City Laws as set forth in Section 5.6; (iii) California and Federal law, as applicable; and (iv) this Agreement (collectively, “**Applicable Laws**”). The Enacting Ordinance approving this Agreement includes express waivers and amendments to Chapter 56, consistent with this Agreement.

5.2.1 Waiver of Subdivision and Public Works Code. Except as expressly set forth in the Enacting Ordinance approving this Agreement, nothing in this Agreement constitutes an implied waiver or exemption of the Subdivision Code or the Public Works Code. For any waiver or exemption other than those set forth in the Enacting Ordinance approving this Agreement, 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.

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

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 Initial 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 Initial Approvals and this Agreement. The City shall not disapprove applications for Later Approvals based upon an item or element that is consistent with the Initial Approvals or any Later Approval granted by the City and shall consider all such applications in accordance with its customary practices (subject to the requirements of this Agreement). The City may condition a Later Approval as 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 Applicable Laws and otherwise in accordance with the City's customary practice as reflected in the Review and Permitting Exhibit, 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" or not a Sign permitted pursuant to the SSD under this Agreement.

5.4. Development Considerations.

5.4.1 City-Wide Building Codes. Notwithstanding anything in this Agreement to the contrary, except as otherwise provided in Schedule 1 (Schedule of Impact Fees),

the Enacting Ordinance approving this Agreement, Section 5.4.2 and Section 5.4.4, when considering any application for a Later Approval, the City or the applicable City Agency shall apply the then-applicable provisions, requirements, rules, or regulations that are contained in the Public Works Code, the Subdivision Code, and the San Francisco Building Codes, including the 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 Sidewalks, Streets, and Infrastructure. By entering into this Agreement, the City's Board of Supervisors and the City Agencies have reviewed and approved the Streetscape Improvements, the Project Street Network, and the Privately-Owned Community Improvements, including sidewalks, pathways, street widths, and the general right-of-way configurations with respect to location and relationship of major elements, curbs, bicycle facilities, parking, and loading areas, as set forth in the Infrastructure Plan and the DSG as consistent with the City's central policy objective of ensuring street safety for all users while maintaining adequate clearances, including for fire apparatus vehicles and utilities. Nothing in this Section 5.4.2 limits the SFPUC's and/or PW's right to object to any right-of-way configuration if, after receiving detailed design documents and/or construction documents, the SFPUC or PW determines that the required infrastructure cannot be installed to Existing Standards in the proposed right-of-way, so long as such determination is made either 1) before issuing the applicable street improvement permit, building permit or other applicable permit authorizing construction, or 2) after the issuance of such permit and based on changes to the design requested by the Developer or field conditions not accurately shown in the permit documentation that would prevent installation of the infrastructure as designed. The foregoing sentence shall not be construed as a waiver, either express or implied, of Developer's rights under California law. No City Agency with jurisdiction may object to a Later Approval for any of the Buildings, Streetscape Improvements, Project Street Network, or Privately-Owned Community Improvements based on the proposed right-of-way configuration unless such objection is based upon the applicable City Agency's reserved authority to review Engineering Design for compliance with Applicable Laws or other authority under State law. In the case of such objection, within five (5) business days of the objection being raised (whether raised formally or informally), representatives from Developer, PW, 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. 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. As used in this Agreement, “**Engineering Design**” means professional engineering work as set forth in the Professional Engineers Act, California Business and Professions Code Sections 6700 *et seq.*

5.4.3 Street Vacations, Dedications and Transfers.

(a) City Street Vacations. The Parties acknowledge that all applicable City agencies having jurisdiction have reviewed and approved in concept the proposed street vacation actions as shown on Exhibit O. 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. Upon Developer’s request and subject to approval of the Board of Supervisors and satisfaction of all conditions for vacation and transfer, including City’s receipt of any payments due under Section 5.4.3(d) below, the City will vacate and convey to Developer the portions of Winston Drive and Monte Vista Drive that are shown on Exhibit O, provided that the City will convey only that interest in and portion of Monte Vista Drive that is ultimately necessary to implement the Project. The City shall convey the real property comprising the vacated streets to Developer by quitclaim deed in the form attached as Exhibit P, as may be modified to accommodate conditions of the Board. Developer shall accept any City property strictly in its “as is” condition, without representation or warranty, and hereby releases the City from any liability relating to the condition of the Property.

(b) Developer Property Transfers. In connection with the recordation of a final Subdivision Map that includes a reconfigured portion of Winston Drive shown on Exhibit O, Developer shall provide to the City an irrevocable offer of dedication of the land and street improvements that it constructs thereon in accordance with the applicable Public Improvement Agreement. Upon satisfaction of all conditions set forth in the applicable Board legislation and Public Improvement Agreement, Developer shall take such additional actions as

may be required to transfer fee title to such streets to the City and, subject to Board approval, the City shall accept the fee title and certain discrete street improvements, as described in Section 3.7.

(c) Developer Obligations. Developer shall prepare all maps, legal descriptions, utility investigations, and other documentation as required to effectuate the proposed street vacations and transfers set forth in subsections (a) and (b) above, subject to the approval of the Director of Property (and, where applicable, the PW Director and City Surveyor), which shall not be unreasonably withheld.

(d) Consideration for Transfers. If the acreage of the real property to be transferred by the City to Developer under subsection (a) above is equal to or more than the acreage of the street dedication parcels to be transferred by Developer to City under subsection (b) above, then Developer shall pay 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. No appraisal shall be required if the City realizes a net gain in acreage transferred to it for the Project Street Network compared with acreage transferred to Developer for the street vacation parcels. The City shall not be required to pay for any net gain in real property. Any such gain can be applied against future real property transfers pursuant to this Section 5.4.3 for purposes of determining whether there has been a net loss in City property used for street purposes.

5.4.4 Applicability of Utility Infrastructure Standards. Nothing in this 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 redesign to previously approved plans for the work, provided that such plans have been approved pursuant to issued and unexpired permits or are converted into issued permits within two years of the plans having been approved, subject to extensions for Excusable Delay, and (ii) the deviations are compatible with, and would not require any retrofit, material modification (including the 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 in accordance with Section 9.20 to resolve any dispute regarding the application of this Section. If the Parties do not agree following the meet and confer period, either Party may request mediation in accordance with Section 9.2.2, provided, however, that the mediator selected must be a licensed engineer that meets standards applicable pursuant to the California Professional Engineers Act. In the event the Parties are unable to resolve the dispute pursuant to Section 9.2, then either Party may seek judicial relief for any dispute relating to the application of this Section.

5.5. Denial of a Later Approval. If the City denies any application for a Later Approval that implements a Building or Privately-Owned Community Improvements, such denial must be consistent with Applicable Laws, and the City must specify in writing the reasons for such denial and 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.

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, the Project Site, and Stonestown Galleria Mall (with respect to the SSD only), 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). As used in this Section 5.6, the adjective "material" means a significant and adverse impact to the cost, time, or other term or phrase it modifies, as compared with what the cost, time, or other term or phrase it modifies would be without such impact.

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

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

(b) limit or reduce the height, bulk, or massing of the Project, including reduced building floorplates; increased modulation or articulation requirements of the Project, or any part thereof; or otherwise require any reduction in the height, bulk, or massing of the Project, including reduced building floorplates or increased modulation or articulation requirements of individual Buildings; or other improvements that are 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 signage at the Project Site and Stonestown Galleria Mall from that permitted under the SSD and DSG;

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

(f) change or limit the Approvals or Existing Uses, or materially and adversely limit the processing or procuring of Later Approvals that are consistent with an Approval;

(g) materially delay, limit, or control the rate, timing, phasing, or sequencing of the Project, including the demolition of existing buildings at the Project Site except as expressly set forth in this Agreement;

(h) require modifications to existing or proposed Utility Infrastructure unless permitted by Section 5.4.4 hereof;

(i) require the issuance of permits or approvals or impose new conditions to the issuance of permits or approvals by the City in addition to those required under the Existing Standards, unless such permits or approvals (i) are required on a City-Wide basis; (ii) are related to construction of improvements, (iii) do not prevent the construction of improvements; (iv) are not responsible for a material delay in construction; and (v) do not materially increase the costs of design or the costs of construction of the Project as intended by this Agreement;

(j) limit or control the availability of public utilities, services, facilities, or any privileges or rights to public utilities, services, or facilities for the Project but not including the City's ability to implement energy or water conservation standards or other sustainability measures that are required on a City-wide basis;

(k) control commercial or residential rents or purchase prices charged on the Project Site, except as such imposition is expressly required by this Agreement, including the Housing Plan;

(l) increase the percentage of required Affordable Units; change the AMI percentage levels for affordable housing cost or income eligibility; or change, accelerate, or control the timing for delivery of Affordable Units;

(m) materially change, impede, control, or delay any rights or obligations under, or the implementation or enforcement of, the Financing Plan, the EIFD Acquisition and Financing Agreement, or the Acquisition and Reimbursement Agreement, including those related to the issuance of bonds or reimbursement of Developer;

(n) change the requirements regarding unit size, unit mix, or unit type; control or limit homeowner association or common area dues or amenity charges; place restrictions on the right to alienate, transfer, or otherwise dispose of Property; or increase the amount of or change the configuration of the required Project Open Space; and

(o) impose new or modified Impact Fees and Exactions on the Project as expressly prohibited by Section 5.7.2.

5.6.2 Subdivision Maps. Developer shall have the right, from time to time and at any time, to file Subdivision Map applications (including phased final map applications and condominium maps) with respect to some or all of the Project Site and subdivide, reconfigure, or merge parcels within the Project Site as may be necessary or desirable in order to develop a particular part of the Project. The specific boundaries of Development 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 or with the Approvals.

5.6.3 Developer Election of New City Laws. Developer may elect to have a New City Law that conflicts with this Agreement applied to the Project, the Project Site (or in the case of a Transferee, to the portion of the Project Site owned by the Transferee), or Stonestown Galleria Mall (with regard to the SSD only) 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 thereof), the Project Site (or portion thereof), or Stonestown Galleria Mall, as applicable; provided, that if the application of the New City Law (i) would constitute a change to the Infrastructure Plan or the DSG, reduce an Associated Community Benefit, or increase the liability or obligations to the City, then application of the New City Law will require the concurrence of any affected City Agency, and (ii) would be a Material Change, then application of the New City Law will require Board approval.

5.7. 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 this Section 5.7 and Schedule 1 (Schedule of Impact Fees). The City shall not impose any new Processing Fees, Impact Fees, or Exactions on the development of the Project or impose new conditions or requirements 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 this Section 5.7 are

intended to implement the intent of the Parties that Developer has the right to develop the Project pursuant to specified and known criteria and rules and that the City receives 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, and if Developer has achieved the 1,000 Unit Threshold, during the First Extended Term, no Impact Fees and Exactions shall apply to the Project or components thereof except for those Impact Fees and Exactions specifically set forth on Schedule 1 (the “**Applicable Impact Fees and Exactions**”). The rates of the Applicable Impact Fees and Exactions, as set forth on Schedule 1, will be subject to annual escalation in accordance with the methodology provided in Planning Code Section 409 as of the Effective Date.

(b) During the Second Extended Term, and during the First Extended Term if Developer has not achieved the 1,000-Unit Threshold, (i) the rates of the Applicable Impact Fees and Exactions shall be reset to the then-current Municipal Code requirements and (ii) Developer shall be subject to any new Impact Fees and Exactions that apply to the Project, so long as the new Impact Fee and Exaction is (y) generally applicable on a City-Wide basis for similar land uses and (z) does not pertain to affordable housing, open space, child care, transportation, parking, or senior recreation.

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.

5.7.4 SFPUC Capacity Charges. Developer shall pay all applicable SFPUC Capacity Charges when due at the rates in effect from time to time in connection with the construction of the Project.

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)(y) 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 (z) 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.

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, 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 this Section 5.8 would materially and adversely affect the construction, development, use, operation, or occupancy of the Project, or any material portion thereof, as currently contemplated by the Approvals 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 ninety (90) days in an attempt to resolve the issue. If the Parties cannot resolve the issue in ninety (90) 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.

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.

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, a potential lessee or ground lessee of a lease term of thirty five (35) years

or more, or a potential lender or investor to Developer or a Transferee, in writing that to the Planning Director's actual knowledge after reasonably inquiry, (i) this Agreement is in full force and effect and is 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. If Developer requests that the City certify as to any additional matters, the City will confer and work expeditiously and in good faith with Developer to provide such certification that is reasonably satisfactory to Developer, provided that the Planning Director shall certify only as to their actual knowledge, and the City shall not have any obligation to certify as to any such matters that are unreasonable, overly broad, inconsistent with this Agreement, involve legal conclusions, or are subjective in nature. The Planning Director, acting on behalf of the City, shall execute and return a certificate addressing items (i)-(iv) within thirty (30) days following receipt of the request.

5.11. Existing, Continuing Uses and Interim Uses The Parties acknowledge that the Existing Uses and existing buildings, as generally shown on Exhibit V attached hereto (the "**Existing Buildings**"). (i) are lawfully authorized uses and structures, (ii) may continue to be operated until such time as such uses and structures may be modified by the Project in accordance with the Project SUD and DSG, (iii) may be expanded in accordance with the SUD, and (iv) may be restored to their existing condition in the event of a casualty in accordance with the SUD. Developer may install interim or temporary uses on the Project Site in accordance with the Project SUD to the extent the SUD applies to the area for such interim or temporary use.

5.12. Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes, special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute on its own initiative proceedings for any new or increased special tax or special assessment for a land-secured financing district (excluding the Project Special Taxes under the community facilities district contemplated by this Agreement, 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 and (ii) no such tax or assessment shall be targeted or directed at the Project, including any tax or assessment targeted solely at all or any part of the Project Site.

6. NO DEVELOPMENT OBLIGATION

There is no requirement under this Agreement that Developer initiate or complete development of the Project or any Phase or portion thereof. There is also no requirement that development be initiated or completed within any period of time or in any particular order; provided, however, that if Developer does elect to develop any portion of the Project and Completes construction of a Building or Phase, then Developer must Complete the Associated Community Benefits tied to such Building or Phase. 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, including any Later Approval, 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. The City acknowledges 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 foregoing, the City retains the authority to reject any Developer request for temporary or interim Public Improvements or deferral of the construction of the permanent Public Improvements and can require permanent Public Improvements with each Phase, unless such temporary or interim Public Improvements are provided for in the Infrastructure Plan or otherwise approved pursuant to Section 3.2.3 to ensure that the Proportionality Requirement is met with regard to a Phase or Sub-Phase.

7. MUTUAL OBLIGATIONS

7.1. Notice of Fulfilled Associated Community Benefit Obligations, 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, at its sole election, when a Building or a Phase and all of the Associated Community Benefits tied to that Building or Phase have been Completed, the City and Developer shall execute and record a Notice of Fulfilled Associated Community Benefit Obligations in the form attached as Exhibit L for the applicable Building or Phase.

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 (including the Review and Permitting Exhibit) 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.

7.3. Third-Party Challenge.

7.3.1 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 the defense of the Third-Party Challenge at the City Attorney's sole discretion. Developer shall reimburse the City for its actual costs 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, Developer shall have the right to receive monthly invoices for all such costs.

7.3.2 To the extent that any such action, proceeding, challenge, or judgment is entered limiting Developer's right to proceed with the Project or any material portion thereof under this Agreement (whether the Project commenced or not), including the City's actions taken pursuant to CEQA, Developer may elect to terminate this Agreement. Upon any such termination (or, upon the entry of a judgment terminating this Agreement, if earlier), the City and Developer shall jointly seek to have the Third-Party Challenge dismissed, and Developer shall have no obligation to reimburse City defense costs that are incurred after the dismissal (other than, in the case of a partial termination by Developer, any defense costs with respect to the remaining portions of the Project). Notwithstanding the foregoing, 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, then only the Party holding the interest in such portion of the Project shall have the right to terminate this Agreement as to such portion of the Project (and only as to such portion), and no termination of this Agreement by such Party as to such Party's portion of the Project shall effect a termination of this Agreement as to any other portion of the Project.

7.3.3 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.

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 in implementing the Approvals and any Later Approvals.

7.5. 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.

7.6. Review of Applications/Processing of Permits. The Parties desire to ensure efficient development of the Project Site and agree that an efficient City review and development and construction inspection process will be mutually beneficial. Accordingly, the Parties agree

that the procedures and times for processing (i) design review applications and conditional use permits shall be as set forth in the Project SUD and the RPD Improvements Exhibit and (ii) Later Approvals for the Project Open Space, Private Streets (including Public and Private Utility Infrastructure in the Private Streets), and the RNP Accessible Paths and RNP Landscaping Improvements shall be as set forth in Exhibit H (the Review and Permitting Exhibit) and the RPD Improvements Exhibit.

8. PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

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 the 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 in any calendar year shall not waive the Planning Director's right to do so later in the calendar year, provided that the Planning Director shall conduct no more than one review each 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.

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, the status of subsequent development applications and approvals and compliance with the requirements regarding Associated Community Benefits, the Phasing Plan, payments and fees, the Housing Plan, the Workforce Agreement, the Transportation Demand Management Program, and the environmental mitigation measures set forth in the MMRP (the "**Compliance Letter**"). The burden of proof of

compliance, by substantial evidence, 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 sixty (60) days after Developer submits such Compliance 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 shall post the City Report on the Planning Department's website. If the Planning Director finds on the basis of substantial evidence that 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, provided that Developer shall not be required to provide more than one Compliance Letter per calendar year. All costs incurred by the City under this Section shall be included in the City Costs.

8.2.3 Effect on Transferees. If a Developer has effected a Transfer so that its interest in the Project Site is divided among multiple Developers at the time of an annual review, then that annual review shall be conducted separately with respect to each Developer. Each Developer shall submit the materials required by this Article 8 with respect to the portion of the Project Site owned by such Developer, and the City will review the submittals concurrently unless one or more Developers fail to timely submit materials. Notwithstanding the foregoing, the Planning Commission and Board of Supervisors shall make its determinations and take action separately with respect to each Developer pursuant to Chapter 56. If there are multiple Developers and the Board of Supervisors terminates, modifies, or takes such other actions as may be specified in Chapter 56 and this Agreement in connection with a determination that a Developer 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 to whom the determination is made and the portions of the Project Site which such Party owns.

8.2.4 Default. The rights and powers of the City under this 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 a Default by Developer.

9. ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

9.1. Enforcement; No Third-Party Beneficiaries. 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 Lenders), this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

9.2. Informal Resolution; Mediation

9.2.1 Meet and Confer. The Parties shall attempt to resolve any dispute or disagreement over the interpretation or implementation of this Agreement (other than disputes regarding City Costs recovery which may be subject to this Section 9.2 if elected by the Parties pursuant to Section 4.5.8) or any failure to perform or fulfill any obligations under this Agreement by meeting and conferring in good faith at the designated City staff levels using the steps below.

(1) First Level. The initial City staff level to discuss any apparent default, dispute, or disagreement between the Parties that has not been resolved at the project staff level is: (i) for disputes related to matters under the jurisdiction of PW, the manager of the Infrastructure Task Force or housing coordinator of PW; (ii) for disputes related to matters under the jurisdiction of SFPUC, the appropriate manager or housing coordinator of SFPUC; (iii) for disputes related to matters under the jurisdiction of RPD, the Deputy Director of Planning or housing coordinator of RPD; (iv) for disputes related to matters under the jurisdiction of the Planning Department, the principal planner or department housing coordinator; (v) for disputes related to the Housing Plan, the assigned MOHCD manager; and (vi) for all other disputes, the assigned OEWD project manager (as applicable based on the matter, the “**First-Level City Contact**”). Developer’s first-level contact is the project manager for the Project. Developer’s first-level contact and the First-Level City Contact will use good faith efforts to attempt to resolve the matter within ten (10) business days following a request by the other Party.

(2) Second Level. If Developer's project manager and the First-Level City Contact are unable to resolve the matter as set forth above, the matter will be elevated to the following second-level City person: (i) for disputes related to matters under the jurisdiction of PW, the PW Director, (ii) for disputes related to matters under the jurisdiction of the SFPUC, the General Manager of SFPUC, (iii) for disputes related to matters under the jurisdiction of RPD, the General Manager of RPD, (iv) for disputes related to matters under the jurisdiction of the Planning Department, the Planning Director, (v) for disputes related to the Housing Plan, the MOHCD Director, and (vi) for all other disputes, the OEWD Director or their designee (as applicable based on the matter, the "**Second-Level City Contact**"). Developer's second-level contact is the project manager's supervisor, or such other person designated by Developer in writing. Developer's second-level contact and the Second-Level City Contact will use good faith efforts to attempt to resolve the matter within ten (10) business days following the elevation of the matter to the Second Level.

(3) Third Level. If Developer's second-level contact and Second-Level City Contact are unable to resolve the matter within the timing set forth above, the matter will be elevated to the City Administrator or other designee of the Mayor (the "**Third-Level City Contact**"). Developer and the Third-Level City Contact will use good faith efforts to attempt to resolve the matter within ten (10) business days following the elevation of the matter to the third level.

If, despite the good faith efforts of the requesting Party, a meeting with the First-Level City Contact, the Second-Level City Contact, or the Third-Level City Contact (as applicable) has not occurred within ten (10) business days of such request, then such Party shall be deemed to have satisfied the requirements of this Section and may proceed in accordance with the issuance of a notice of default under Section 9.3.

9.2.2 Non-Binding Mediation. If the Parties have timely met and conferred pursuant to Section 9.2 but are unable to resolve the dispute or disagreement, then, before sending a notice of default in accordance with Section 9.3, the Parties may agree to participate in nonbinding mediation at Judicial Arbitration and Mediation Services (JAMS) in San Francisco, California. The Parties shall endeavor in good faith to mutually agree to a satisfactory mediator

located at JAMS in San Francisco, California, but if they are unable to reach an agreement within ten (10) business days of jointly requesting JAMS mediation, then JAMS (or any other mediation services provider agreed to by the Parties in writing) shall select the mediator. The costs of the mediation shall be paid by Developer, and City Costs shall include the City's attorneys' fees and other City expenses associated with the mediation. The meet and confer and non-binding mediation 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. Notwithstanding the foregoing, any Party may initiate litigation as necessary to preserve the status quo, such as to request a temporary restraining order and/or a preliminary injunction, without first meeting and conferring and/or initiating mediation pursuant to this Section 9.2.2. For the avoidance of doubt, "mediation" and "mediator" as referred to herein shall have the same meaning as in California Evidence Code Section 1115, subsections (a) and (b), and the provisions of California Evidence Code Section 1119 shall apply to the mediation.

9.3. Default. The following shall constitute a "**Default**" under this Agreement: (i) the failure by Developer or by City, if City fails to make a payment to Developer required pursuant to the Financing Plan, to make any payment within sixty (60) calendar days following notice that such payment was not made when due and demand for compliance, or (ii) the failure by either Party 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) calendar 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) calendar days, then it shall not be considered a Default if a cure is commenced within said 60-calendar-day period and thereafter 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 if 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 those separate Parties. Accordingly, a default by one "Developer" shall not be a Default by any other "Developer" that owns or controls a different

portion of the Project Site. City shall provide a copy of any notice to Developer of a Default under Section 9.3 concurrently to any entity that has assumed any rights or obligations of this Agreement pursuant to a Transfer, provided that such entity has requested such notice from City, in writing, and such assignee shall have the right, at its option, but not the obligation, to remedy any such Default on behalf of Developer in accordance with the terms of this Agreement.

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 event of 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) calendar 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 and its respective portion of the Project Site.

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 monetary damages under this Agreement, and the City agrees that Developer shall not be liable to the City for monetary damages under this Agreement. Each Party covenants not to sue the other for or claim any monetary damages under this Agreement, and each

Party expressly waives its right to recover monetary damages under this Agreement, except as follows: (i) 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; (ii) 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; and (iii) 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, and (iv) 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 an applicable portion of the San Francisco Municipal Code incorporated into this Agreement. For the avoidance of doubt, the Parties agree that no liquidated damages or administrative penalties are expressly provided for in any Exhibit to this Agreement other than the Workforce 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 not made within seventy-five (75) days of Developer's receipt of City's invoice therefore; provided, however, if a Lender elects to make such nonpayment or 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 in its payment obligations to the City. The City shall have the right to withhold any temporary or final certificate of occupancy for a Building if an Associated Community Benefit that is tied to that particular Building is not Completed in accordance with the Phasing Plan, the Housing Plan, and the Infrastructure Plan (as applicable). If the City issues a temporary or final certificate of occupancy

before such items are Completed, then Developer shall work diligently and use commercially reasonable efforts to Complete or cause Completion of such items following issuance.

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.

10. FINANCING; RIGHTS OF LENDERS

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 (except for the RNP Parcel and the Existing City Owned Rights of Way) for the benefit of any Lender as security for one or more loans. Developer represents that, as of the Effective Date, there are no Security Instruments on the Project Site other than the Existing Mortgage. Prior to commencing construction under the First Construction Document for the Project, Developer shall cause the Existing Mortgage, if then still in effect, and any other then-existing Security Instrument(s) to be subordinated to this Agreement. Under no circumstance whatsoever will a Lender place or suffer to be placed any lien or encumbrance on City's fee interest in the Project Site in connection with any financing permitted hereunder, or otherwise.

10.2. Lender Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement (except as set forth in this Section and Section 6), a Lender, including any

Lender who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, conveyance, 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, other action in lieu thereof, or other remedial action, obtains title to some or all of the Project Site from or through the Lender or any other purchaser at a foreclosure sale other than the Lender itself, on which certain Associated Community Benefits must be Completed as set forth in Section 4.1. Nothing in this Agreement shall be deemed or construed to permit or authorize any Lender or any other Person to devote the Project Site or any part thereof to any uses other than uses consistent with this Agreement and the Approvals, and nothing in this Section shall be deemed to give any Lender or any other Person the right to construct any improvements under this Agreement (other than as set forth above for required Associated Community Benefits or as needed to conserve or protect improvements or construction already made) unless or until such Person assumes Developer's obligations under this Agreement with respect to the Project Site or any part thereof that such Person obtains title to as a result of foreclosure proceedings, conveyance, or other action in lieu thereof, or other remedial action.

10.3. Copy of Notice of Default and Notice of Failure to Cure to Lender; Lender's Obligations to City. Whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by Developer in its obligations under this Agreement, the City shall, at the same time, forward a copy of such notice or demand to each Lender having a Security Instrument on (directly or indirectly) the real property which is the subject of the breach or default who has previously made a written request to the City in accordance with Section 10.3.1 at the last address of such Lender specified by such Lender in such notice. In addition, if such breach or default remains uncured after the expiration of the applicable period specified in this Agreement, the City shall deliver a notice of such failure to cure such breach or default to each such Lender at such applicable address (a "**Lender's Default Notice**"). A delay or failure by the City to provide a Lender's Default Notice required by this Section 10.3 shall extend the time allowed to the Lender for cure for the number of days until notice is given. In accordance with Section 2924b of the California Civil Code, the City requests that a copy of any notice of default and any notice of sale under any Security Instrument, in each case, that is recorded in accordance with Section 2924b, be

mailed to the City at the address for notices under this Agreement promptly following recordation. Any Lender 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 pursuant to California Civil Code Section 2924, and shall promptly send to the City a copy of the filing of any action seeking a judicial foreclosure pursuant to California Civil Code Section 2924 under any Security Instrument.

10.3.1 Each Lender is entitled to receive notices in accordance with Section 10.3 provided such Lender has delivered a notice to the City in substantially the following form: “The undersigned does hereby certify that it is a Lender, as such term is defined in that certain Development Agreement (the “Development Agreement”) entered into by and between the City and County of San Francisco, a municipal corporation (the “City”), acting by and through its Planning Department, and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”), to [Name of Lender’s borrower (“**Borrower**”) Developer with a Security Instrument of such Borrower’s interest] in a portion of the Project Site, a legal description of which is attached hereto as Exhibit A (the “Secured Property”) and made a part hereof by this reference. The undersigned hereby requests that copies of notices of any Lender’s Default Notice (as such term is defined in the Development Agreement) from time to time given to Borrower by the City with respect to the Secured Property be sent to the undersigned at the following address: _____.”

10.4. Lender’s Option to Cure Defaults.

10.4.1 After receiving any Lender’s Default Notice, Lender shall have the right but not the obligation to (i) in the case of a monetary Default, within the later of ninety (90) days after receipt of such Lender’s Default Notice and ten (10) business days after the expiration of the cure period afforded Developer under this Agreement, cure such monetary Default and (ii) in the case of a non-monetary Default which is susceptible of cure by the Lender without obtaining title to the applicable property, within one hundred twenty (120) days of the later of receipt of such Lender’s Default Notice and the expiration of the cure period afforded to Developer under this Agreement, commence to cure such non-monetary Default and thereafter diligently pursue such

cure to completion, and during the pendency of any such cure period, the City shall refrain from exercising any of its remedies with respect to the event of Default; provided that nothing in this Article 10 shall prevent City from suspending or discontinuing any City Agency's ongoing tasks under this Agreement as provided in Section 9.4.4. 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 Lender's applicable cure period (i) the Lender notifies the City that it intends to proceed with due diligence to foreclose the Security Instrument or otherwise obtain title to the Project Site or portion thereof, (ii) the Lender 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 Lender diligently proceeds to cure those Defaults (y) which are required to be cured by the Lender and are susceptible of cure by the Lender and (z) of which the Lender has been given notice by the City. Any such Lender or Transferee of a Lender who properly Completes the improvements relating to the Project Site or applicable part thereof shall be entitled, upon written request made to the City, to a Notice of Fulfilled Associated Community Benefits.

10.4.2 If a Lender is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Developer (or direct or indirect equity interests in Developer, as applicable) from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof, the times specified in Section 10.4.1 for commencing or prosecuting such foreclosure or other proceedings shall be extended for the period of such prohibition, provided that Lender shall have fully cured any monetary Default of Developer under this Agreement within the time period set forth in Section 10.4.1, shall continue to pay currently such monetary obligations as and when the same fall due, and shall use commercially reasonable efforts to cause the timely lifting of such prohibition or injunction.

10.5. Multiple Security Instruments.

10.5.1 If at any time there is more than one Security Instrument constituting a lien on a single portion of the Project Site or any interest therein, the lien of Lender prior in time to all others (the "**Senior Lender**") or a Lender that has obtained the written consent of all Lenders

that are senior to such Lender (the Senior Lender or such other Lender, the “**Curing Lender**”) will be vested with the rights under Sections 10.4 to the exclusion of the holder of any other Security Instrument; provided that if the Curing Lender fails to exercise the rights set forth in Section 10.4, then the holder of a junior Security Instrument that has provided notice to the City in accordance with Section 10.3.1 will succeed to the rights set forth in Section 10.4 , as applicable, only if the holders of all Security Instruments senior to it have either failed to exercise the rights set forth in Section 10.4 , or designated such Lender as the Curing Lender in a written notice to the City, as applicable.

10.5.2 A Curing Lender's failure to exercise its rights under Section 10.4, as applicable, or any delay in the response of any Lender to any notice by the City will not extend (i) any cure period, or (ii) Developer's or any Lender's rights under this Article 10. For purposes of this Section 10.5.2, in the absence of an order of a court of competent jurisdiction that is served on the City, a title report prepared by a reputable title company licensed to do business in the State of California and having an office in San Francisco, setting forth the order of priorities of the liens of Security Instruments on real property, may be relied upon by the City as conclusive evidence of priority

10.6. Lender's Obligations with Respect to the Property. Notwithstanding anything to the contrary in this Agreement, no Lender shall have any obligations or other liabilities under this Agreement unless and until it (i) acquires title by any method to Developer's interest in the Project Site or applicable portion thereof (referred to hereafter as “**Foreclosed Property**”) and (ii) Commences Construction of any improvements under this Agreement (other than as needed to Complete partially constructed improvements). In addition, no Lender shall be subject to any construction schedule of performance or required construction completion dates (if any) applicable to the Foreclosed Property, provided that any Phasing Plan requirements shall remain unchanged. Subject in all cases to the protections afforded to such Lender pursuant to this Article 10, a Lender that, by foreclosure under a Security Instrument, deed in lieu, or assignment in lieu thereof, 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 enjoy the benefits of this Agreement and shall succeed to all rights and obligations of Developer under this Agreement as

to the applicable Foreclosed Property, including completion of any unperformed Associated Community Benefits when due under this Agreement. Upon the occurrence and continuation of a Default by a Lender in the performance of any of the obligations to be performed by such Lender pursuant to this Agreement, the City shall be afforded all its remedies for such Default as provided in this Agreement.

10.7. No Impairment of Security Instrument. No Default by Developer under this Agreement shall invalidate or defeat the lien of any Lender. No foreclosure of any Security Instrument 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.

10.8. Cured Defaults. Upon the curing of any Default by any Lender within the time provided in this Article 10, the City's right to pursue any remedies with respect to the cured Default shall terminate.

10.9. Further Assurances. The City and Developer shall cooperate in including in this Agreement by suitable amendment from time to time any provisions which may reasonably be requested by any proposed Lender and customarily included by such proposed Lender for the purpose of implementing the purpose and intent of this Article 10 to allow such Lender reasonable means to protect or preserve the lien of any Security Instrument upon the occurrence of a Default; provided that any such amendment or agreement shall not adversely affect in any material respect any of the City's rights and remedies under this Agreement.

11. AMENDMENT; TERMINATION; EXTENSION OF TERM

11.1. Amendment or Termination. This Agreement may only be amended with the mutual written consent of the City and Developer; provided, however, that following a Transfer, the City, Developer, or any Transferee may only amend this Agreement as it affects the Parcel or Parcels that are owned by such Developer or Transferee, without affecting other portions of the Project Site owned by other Developers or other Transferees. Other than upon the expiration of the Term and except as provided in Sections 7.3.1 and 9.4.2, 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 Agency, after consultation with that City Agency). The determination of whether a proposed change constitutes a Material Change shall be made on the City's behalf by the Planning Director, following consultation with the City Attorney and any affected City Agency.

11.2. 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 (i) any Approval pertaining to any Building, Privately-Owned Community Improvements, Infrastructure, Public Improvements, or signage that have Commenced Construction in reliance thereon; (ii) the obligations under the Financing Plan, including the EIFD and any CFD, which shall survive in accordance with the terms of the Financing Plan; and (iii) any zoning or General Plan related Approval that remains in effect in accordance with the terms of the SUD, unless and until amended by the City.

11.3. Amendment Exemptions.

11.3.1 Later Approvals and Project Changes. 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 Project Change 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 and the Planning Commission, as applicable, shall have the right to approve changes to the Project as described in the Exhibits 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 so long as they do not constitute a Material Change. Changes to the Project which are Project Changes may require modification of the Approvals (including, for example, the Project SUD); which may require legislative approval by the Board of Supervisors, but a Project Change will not by itself require an amendment to this Agreement unless such change is also a Material Change. If the Parties do not amend this Agreement as set forth above when there is a direct conflict, 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.

11.3.2 Infrastructure Plan Amendments. Any amendments to the Infrastructure Plan shall be in writing and executed by the Parties to this Agreement and by any affected City Agency. If the Planning Director, in consultation with the City Attorney, determines that a proposed Infrastructure Plan Amendment constitutes a Material Change pursuant to this Agreement, this Agreement shall also be amended as provided in Section 11.1. Amendments to the Infrastructure Plan (whether Material IP Amendments or Non-Material IP Amendments) shall not require an amendment of this Agreement unless they constitute a Material Change to the Agreement.

(a) Non-Material IP Amendments. Any Non-Material IP Amendment may be agreed to in writing by Developer, the Planning Director, and the Public Works Director, with the consent of the Executive Director or equivalent position at any City Agency whose rights or obligations would be affected by the proposed Non-Material IP Amendment. A “**Non-Material IP Amendment**” means (i) any amendment to the Infrastructure Plan that does not constitute a Material IP Amendment, (ii) any amendment to the Infrastructure Plan that is consistent with the Subdivision Code or regulations, and (iii) any other amendment to the Infrastructure Plan that does not constitute a Material IP Amendment. The City may condition approval of a Non-Material IP Amendment in any reasonable manner deemed appropriate to address any negative effects associated with the Non-Material IP Amendment.

(b) Material IP Amendments. A “**Material IP Amendment**” means any amendment to the Infrastructure Plan that would (i) materially increase the risk of a

negative impact to the City's General Fund, as determined by the City's Controller; (ii) materially increase a City Agency's liability or obligations, or materially lessen the primary benefits to the City, as determined by the Mayor; or (iii) materially increase City's liability or the risk of a negative physical or engineering design impact with regard to any Public Improvements or the public right-of-way as determined by the City Engineer. The City's Controller, the Mayor, and the City Engineer shall issue their determinations in writing unless the City waives such requirement, and if any of them conclude that a proposed amendment is a Material IP Amendment then such proposed amendment shall be a Material IP Amendment. Approval of a Material IP Amendment will require approval by Developer, the Mayor, and any City Agency whose rights, obligations, or facilities would be affected by the proposed Material IP Amendment (by its Executive Director or equivalent position, or by its Commission if required by the Commission or by Law). The City may condition approval of a Material IP Amendment in any manner deemed appropriate to address any of the effects that led to a determination that the amendment was a Material IP Amendment.

11.4. Extension Due to Legal Action or Referendum; Excusable Delay.

11.4.1 Litigation and Referendum Extension. If any litigation is filed challenging this Agreement or any of the Initial Approvals and it directly or indirectly delays this Agreement or any such Initial Approval or if this Agreement or any of the Initial Approvals is suspended pending the outcome of an electoral vote on a referendum, then the Term of this Agreement and the effectiveness of the Initial Approvals (starting from the date of the initial grant of the Initial Approval) shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension to the end of such litigation or suspension, or in the case of a referendum, until the referendum is resolved through certification of the election results or the formal withdrawal of the referendum (collectively, a "**Litigation Extension(s)**"). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

11.4.2 "**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; supply chain disruption and delays; freight embargoes; moratoriums; civil commotion; war or acts of terrorism; inclement weather, fire, floods, earthquakes, or other acts of God; epidemics, pandemics, or quarantine restrictions; litigation; 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. 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 an 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 such notice shall include the manner in which the occurrence is likely to substantially interfere with the ability of the delayed Party to perform under this Agreement. In no event shall the period applicable to an Excusable Delay commence before thirty (30) days prior to the date of delivery of the delayed Party's notice.

12. TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

12.1. Permitted Transfer of this Agreement.

(a) General. Developer shall have the right to convey, assign, or transfer all of its real property right, title, and interest in and to all or part of the Project Site(a

“**Transfer**,” the Transferring party, the “**Transferor**,” and the Transferred property, the “**Transferred Property**”) to a Party (including any Lender acquiring fee title in Foreclosed Property by deed-in-lieu or comparable instrument) without the City’s consent, provided that the Assignment and Assumption Agreement described in Section 12.2 for the Transfer either: (i) expressly transfers to such party (the “**Transferee**”) the sole responsibility and obligation to perform and Complete the Associated Community Benefits required for the Building on the Transferred Property in accordance with the requirements of this Agreement, along with any necessary property rights attendant thereto; or (ii) expressly retains in the Transferor the obligation to Complete the Associated Community Benefits for such Transferred Property (the “**Retained Rights and Obligations**”). In no event may Developer transfer any Associated Community Benefits linkages to a 100% Affordable Building or a 100% Affordable Parcel (as defined in the Housing Plan) or any Transferee thereof, except for those Associated Community Benefits in the Housing Plan and the Child Care and Senior Center Plan that are applicable to such 100% Affordable Parcel, unless the Director of MOHCD consents to such transfer of Associated Community Benefits in their sole discretion.

(b) Transfer to NW Parcel Owner. In addition to Developer’s right to Transfer pursuant to Section 12.1(a), because Developer is currently comprised of three separate entities: NW Parcel Owner as the sole owner of the NW Parcel Owner Property, Shopping Owner as the sole owner of the Shopping Owner Property, and Anchor Owner as the sole owner of the Anchor Owner Property, and subject to execution of an Assignment and Assumption Agreement as described in Section 12.2, Developer as of the Effective Date shall have the right to assign, without the City’s consent, and the same shall be considered a permitted “Transfer” hereunder: (i) all of its rights and obligations under this Agreement pertaining to the NW Parcel Owner Property to the NW Parcel Owner and upon any such assignment, NW Parcel Owner shall be considered a Transferee for the purposes of this Agreement with respect to its assigned Parcels.

12.2. Notice of Transfer. Developer shall provide not less than thirty (30) days’ notice to the City before any proposed Transfer of its interests, rights, and obligations under this Agreement, together with a copy of the proposed assignment and assumption agreement for that Transferred Property (the “**Assignment and Assumption Agreement**”); provided, however, that no advance notice shall be required for a deed-in-lieu or equivalent instrument to a Lender. The

Assignment and Assumption Agreement shall be in recordable form, in substantially the form attached as Exhibit M (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/Transferor and any Transferee). Any material changes to the attached form will be subject to the review and approval of the Planning Director, which shall not be unreasonably withheld or delayed and the Director of MOHCD if the Director of MOHCD's consent is required pursuant to Section 12.1, provided, however, that the Director of Planning shall not have approval over the allocation of retained and transferred obligations between Transferor and Transferee. The Planning Director shall use good faith efforts to complete such review of any material change and to grant or withhold their approval to any material changes to the Assignment and Assumption Agreement within thirty (30) days after their receipt of the Assignment and Assumption Agreement. If, at any time either before or after an Assignment and Assumption Agreement is entered into, the Planning Director determines that an Assignment and Assumption Agreement is unclear as to whether the Transferee or Transferor has the obligation to provide a particular Associated Community Benefit, then the Planning Director shall notify the Transferor and Transferee and the Transferor and Transferee shall have 45 days to execute a satisfactory clarifying amendment to the Assignment and Assumption Agreement. If the Transferor and Transferee fail to execute any such amendment within 45 days of the Planning Director's notice, the obligation shall be deemed to be a Retained Right and Obligation.

12.3. Release of Liability. Upon recordation of any Assignment and Assumption Agreement (following the City's approval of any material changes if required pursuant to Section 12.2 above), the Transferor shall be released from any prospective liability or obligation under this Agreement related to the Transferred Property, except for the Retained Rights and Obligations, and thereafter the Transferee shall be deemed to be "**Developer**" under this Agreement with all rights and obligations related hereunder, except for the Retained Rights and Obligations, solely with respect to the Transferred Property. Notwithstanding anything to the contrary in this Agreement, if a Transferee Defaults under this Agreement, such Default shall not constitute a Default by any 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. If a Transferor Defaults under this Agreement, such Default shall not constitute a Default by the Transferee or any other Developer 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, except that the failure by the Transferor to Complete an Associated Community Benefit that is a Retained Right and Obligation of the Transferor required for the Transferred Property may, if not Completed, delay or prevent the Transferee's ability to obtain a temporary or final certificate of occupancy for a specific Building or improvement thereon if, and to the extent the completion of the Associated Community Benefit is a condition to such temporary or final certificate of occupancy pursuant to this Agreement, and Developer and its Transferees assume this risk. Additionally, the annual review provided by Article 8 shall be conducted separately as to Developer and each Transferee and only as to those obligations that Developer or such Transferee has under this Agreement.

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 assumed 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 (i) such obligation 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 or (ii) relates to the period before the Transfer. The Parties acknowledge and agree that a failure to complete a Mitigation Measure or Associated Community Benefit 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 is a condition to the other party's right to proceed, as specifically described in the Mitigation Measure, and Developer and all Transferees assume this risk.

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.

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 the development of the Project Site, (ii) encumbering the Project Site or any portion of the improvements thereon by any Security Instrument, (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 any part of the Project Site pursuant to a foreclosure, conveyance in lieu of foreclosure, or other remedial action in connection with a Security Instrument. None of the foregoing shall constitute a Transfer for which the City's consent is required.

13. DEVELOPER REPRESENTATIONS AND WARRANTIES

13.1. Interest of Developer: Due Organization and Standing. Shopping Owner represents and warrants that it is the sole owner of the Shopping Owner Property, with the right and authority to enter into this Agreement with respect to the Shopping Owner Property. Anchor Owner represents and warrants that it is the sole owner of the Anchor Owner Property, with the right and authority to enter into this Agreement with respect to the Anchor Owner Property. NW Parcel Owner represents and warrants that it is the sole owner of the NW Parcel Owner Property, with the right and authority to enter into this Agreement with respect to the NW Parcel Owner Property. NW Parcel Owner is a limited liability company, and Anchor Owner and Shopping Owner are limited partnerships, and each of them represent and warrant as to their particular entity that they are duly organized, validly existing, and in good standing under the Laws of the State of Delaware. Developer has all requisite power to own its respective property and authority to conduct its business as presently conducted. Each of Shopping Owner, Anchor Owner and NW Parcel Owner represents and warrants with regard to its respective Parcels that there is no Security Instrument, existing lien, or encumbrance recorded against such Parcels that, upon foreclosure or

the exercise of remedies, would permit the beneficiary of the Security Instrument, lien, or encumbrance to eliminate or wipe out the obligations set forth in this Agreement that run with the land.

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 Developer 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 has 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.

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 Sections 87100 *et seq.* and 1090 *et seq.* of the California Government Code; 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.

13.4. Notification of Limitations on Contributions. Through its execution of this Agreement, Developer 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 (i) the City elective officer, (ii) a candidate for the office held by such individual, or (iii) a committee controlled by such individual or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for that contract or twelve (12) months after the date that contract is approved. San Francisco Ethics Commission Regulation Section 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 complete 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.

Developer acknowledges that (i) the prohibition on contributions applies to Developer, each member of Developer's board of directors, Developer's chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest of more than ten percent (10%) in Developer, any subcontractor listed in the contract, and any committee that is sponsored or controlled by Developer and (ii) within thirty (30) days of the submission of a proposal for the contract, the City department seeking to enter into the contract must notify the Ethics Commission of the parties and any subcontractor to the contract. Additionally, Developer certifies that it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 of the San Francisco Campaign and Governmental Conduct Code by the time it submitted a proposal for the contract to the City and has provided the names of the persons required to be informed to the City department seeking to enter into that contract within thirty (30) days of submitting its contract proposal to the City department receiving that submittal, and acknowledges the City department receiving that submittal was required to notify the Ethics Commission of those persons.

13.5. Other Documents. To the current, actual knowledge of Developer after reasonable inquiry, 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 misleading given the circumstances in which any such statements are made.

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 the composition of indebtedness or for the reorganization of debtors and to the best of Developer's knowledge, no such filing is threatened.

14. MISCELLANEOUS PROVISIONS

14.1. Entire Agreement. This Agreement, including the preamble paragraph, Recitals, 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.

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.

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 are subject to the provisions of this Agreement, including 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 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.

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. The City and County of San Francisco shall be the venue for any legal action or proceeding that may be brought, arise out of, arise in connection with, or by reason of this Agreement.

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. The word "include(s)" means "include(s) without limitation" and "include(s) but not limited to," and the word "including" means "including without limitation" and "including but not limited to" as the case may be. No listing of specific instances, items, or examples in any way limits the scope or generality of any language in this Agreement. 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. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions shall prevail. Statements and calculations in this Agreement beginning with the words "for example" or words of similar import are included for the convenience of the Parties only, and in the event of a conflict between such statements or calculations and the remaining provisions of this Agreement, the remaining provisions shall prevail. Unless the context otherwise specifically provides, the term "or" shall not be exclusive and means "or, and, or both."

14.6. Correction of Technical Errors. If by reason of inadvertence, and contrary to the intention of Developer and the City, errors are made in this Agreement in the identification or characterization of any title exception, in a legal description or the reference to or within any Exhibit with respect to a legal description, in the boundaries of any parcel (provided such boundary adjustments are relatively minor and do not result in a material change as determined by the Parties counsel), in any map or drawing that is an Exhibit, or in the typing of this Agreement or any of its Exhibits, Developer and the City, by mutual agreement, may correct such error by memorandum executed by both of them and replacing the appropriate pages of this Agreement. No such memorandum or page replacement shall be deemed an amendment of this Agreement.

14.7. 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.

14.8. 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.

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

14.10. 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, survives the expiration or termination of this Agreement.

14.11. 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.

14.12. Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, with a 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:

Rich Hillis
Director of Planning
San Francisco Planning Department
49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103

with a copy to:

David Chiu
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: Real Estate/Finance,
Stonestown Development Project

To Developer:

Attn: _____

with a copy to:

14.13. 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.

14.14. 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.

14.15. 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.

14.16. 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.

14.17. 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.

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

14.19. 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, agent of Developer, or any affiliate of Developer shall be personally liable to City or 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 assigns, under this Agreement.

14.20. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement other than Lender as and to the extent set forth in Article 10 hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

CITY:

Approved as to form:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

DAVID CHIU, City Attorney

By: _____
Rich Hillis
Director of Planning

By: _____
Elizabeth A. Dietrich
Deputy City Attorney

RECOMMENDED:

By: _____
Daniel Adams
MOHCD Director

Approved on _____, 2024
Board of Supervisors Ordinance No. _____

DEVELOPER:

STONESTOWN SHOPPING CENTER, L.P.,
a Delaware limited partnership

By: STONESTOWN SHOPPING CENTER L.L.C.,
a Delaware limited liability company,
its general partner

By: _____,
Authorized Signatory

STONESTOWN ANCHOR ACQUISITION, LP,
a Delaware limited partnership

By: STONESTOWN HOLDING, LLC.,
a Delaware limited liability company,
its general partner

By: _____,
Authorized Signatory

STONESTOWN NW PARCEL LLC
a Delaware limited liability company

By: _____,
Authorized Signatory

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

State of California)
County of San Francisco)

On _____, before me, _____, a Notary Public,
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 _____

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

State of California)
County of San Francisco)

On _____, before me, _____, a Notary Public, 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 _____

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 240521-055

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

WHEREAS, Under San Francisco Administrative Code Chapter 56, Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (Developer) filed an application with the City's Planning Department for approval of a development agreement (Development Agreement) relating to the Stonestown Development Project, a 43-acre mixed-use project; and,

WHEREAS, The City and Developer negotiated the Development Agreement, which would authorize Developer to proceed with the Stonestown Development Project in exchange for its delivery of various public benefits; and,

WHEREAS, The Project would create up to 3,500 new housing units, 20% of which would be permanently below market rate, 63,000 square feet of institutional use, a childcare facility, 160,000 square feet of new retail sales and service uses, 96,000 square feet of non-retail sales and service use, and six acres of public open space; and,

WHEREAS, Under the terms of the Development Agreement, the Developer shall pay the Transportation Sustainability Fee; and,

WHEREAS, The Project will implement street improvements that enhance pedestrian safety, bicycling connectivity, and transit access as described in the Project's Infrastructure Plan; and,

WHEREAS, Exhibit S to the Development Agreement includes a Transportation Exhibit, which includes the transportation demand management plan, the SFMTA and Developer responsibility for ownership, maintenance, liability, enforcement and control of publicly accessible private streets and Winston Drive, the Developer's obligation to provide a transit easement and bus stops and transit shelters, and the Developer's provision of a replacement SFMTA Restroom and a new SamTrans restroom; and,

WHEREAS, On May 9, 2024, the San Francisco Planning Commission, in Motion No. R-21559, certified the Stonestown Development Project (Case No 2021-012028ENV) Final Environmental Impact Report (FEIR); on that same date, in Motion No. M-21560 the San Francisco Planning Commission adopted California Environmental Quality Act (CEQA) Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (MMRP) (collectively, the Stonestown Development Project CEQA Findings); and,

WHEREAS, A copy of the FEIR, Planning Commission motions and the CEQA findings, including the MMRP and statement of overriding considerations, are on file with the Secretary to

the SFMTA Board of Directors, and may be found in the records of the Planning Department at 49 South Van Ness in San Francisco, and are incorporated herein by reference; now therefore be it

RESOLVED, That the SFMTA Board of Directors has reviewed the Final Environmental Impact Report (FEIR) for the Project and finds that the FEIR is adequate for its uses as the decision-making body for the actions taken herein, does hereby adopt the Stonestown Development Project CEQA Findings as its own and to the extent the above actions are associated with any mitigation measures (including M-TR-1: Construction Coordination Plan, M-TR-4a: Reduce Project Vehicle Trips, M-TR-4b: Transit Travel Time Reduction Measure, M-TR-3: Signal Coordination along 19th Avenue, M-TR-6: Develop a Driveway and Loading Operations Plan (DLOP)) as conditions of this approval; and, be it further

RESOLVED, That the SFMTA Board of Directors does hereby consent to the Stonestown Development Project Development Agreement and its exhibits, including the Infrastructure Plan and Transportation Exhibit, substantially in the form and terms as outlined in the Development Agreement with respect to the items under the SFMTA's jurisdiction; and, be it further

RESOLVED, That the SFMTA Director of Transportation is authorized to execute the SFMTA Consent to the Development Agreement; pending approval by the Board of Supervisors; and, be it further

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

RESOLVED, That, subject to appropriation of any necessary funds, the SFMTA Board of Directors authorizes the Director of Transportation to take any and all steps (including, but not limited to, the execution and delivery of any and all agreements, notices, consents and other instruments or documents, and implementation of traffic modifications) necessary, in consultation with the City Attorney, to consummate and perform SFMTA obligations under the Development Agreement, or otherwise to effectuate the purpose and intent of this Resolution; and, be it further

RESOLVED, Consistent with the terms of the Development Agreement, the Director of Transportation is authorized, in consultation with the City Attorney, to concur with any additions, amendments or other modifications to the Development Agreement that the Director of Transportation determines are in the best interests of the SFMTA and that do not materially increase the obligations or liabilities of the SFMTA or materially decrease the benefits to the SFMTA as provided in the Development Agreement; and, be it further

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

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of May 21, 2024.



Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO.: 24-0129

WHEREAS, The Stonestown Development Project (Project) site is comprised of an 11-acre mall shopping center (Stonestown Galleria), 27 acres of surface parking lots and operational uses, three acres of publicly accessible privately-owned streets, and two acres of public right of way located immediately northeast of San Francisco State University, bounded roughly by 19th Avenue to the east, Buckingham Way to the south and west, Rolph Nicol Jr. Playground and Eucalyptus Drive to the north; and

WHEREAS, The existing mall at Stonestown Galleria will remain as part of the future development with minor modifications and upgrades, and the 27 acres of surface parking lots will be transformed into a predominantly residential neighborhood with additional uses including parks and plazas, retail, community amenity space, office, childcare, and structured parking; and

WHEREAS, The proposed Project will be built in phases and includes approximately 3,850,000 gross square feet (GSF) of new building area allocated among the following uses: up to approximately 3,491 residential dwelling units, up to 4,861 parking spaces, 1,277 bicycle parking spaces, approximately 160,000 GSF of retail and community amenity space, up to 96,000 GSF of office, up to 63,000 GSF of institutional use, including on-site childcare facilities, and approximately six acres of new privately maintained publicly accessible open space featuring a variety of active and passive recreational uses; and

WHEREAS, The Project is supported by extensive investments in infrastructure, including new potable and non-potable water distribution systems, stormwater management improvements, combined sewer system, power facilities, and street lighting; and

WHEREAS, The Project's land use and development approvals include a Development Agreement by and between the City and County of San Francisco (City) and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively, Developer); and

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

WHEREAS, The Developer will provide the San Francisco Public Utilities Commission (SFPUC) with all Project information the SFPUC requires to determine the feasibility of providing electric service to the Project as required by the Development Agreement and Infrastructure Plan; and

WHEREAS, The SFPUC will complete the Feasibility Study within 90 days of receiving from the Developer, all Project information needed to complete the Feasibility Study; and

WHEREAS, The proposed infrastructure systems require easements, right-of-way dedications, vacations, and other arrangements as outlined in the Infrastructure Plan attached to the Development Agreement; and

WHEREAS, On May 9, 2024, by Motion No. M-21559, the San Francisco Planning Commission certified the Final Environmental Impact Report (EIR) for the Stonestown Development Project (Case No. 2021-012028ENV) and on that same date by Motion No. M-21560, the San Francisco Planning Commission adopted California Environmental Quality Act (CEQA) Findings, including the Statement of Overriding Considerations and the Mitigation, Monitoring, and Reporting Program; and

WHEREAS, The Development Agreement is within the scope of the project authorized under the Stonestown Development Project Final EIR and the SFPUC has reviewed and considered the Final EIR and the record as a whole and finds that the Final EIR is adequate for consenting to the Development Agreement; and

WHEREAS, The San Francisco Planning Department is the custodian of records, located in File No. 2021-012028ENV, at 49 South Van Ness Avenue, Suite 1400, San Francisco, California, 94103, which have been made available for review by this Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, Staff has made the Project files, including the Final EIR, Motion Nos. M-21559 and M-21560, CEQA Findings, Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, available for review by this Commission and the public, and those files are part of the record before this Commission; and

WHEREAS, This Commission has reviewed and considered the information contained in the Final EIR, the CEQA Findings contained in Planning Commission Motion No. M-21560, and all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the Project; now, therefore, be it

RESOLVED, This Commission has reviewed and considered the Final EIR and the record as a whole, finds that the Final EIR is adequate for its use as the decision-making for the action taken herein, and hereby adopts the CEQA Findings including the Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program contained in Planning Motion No. M-21560 by this reference thereto as though set forth in this Resolution; and be it

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

FURTHER RESOLVED, That this Commission hereby consents to the Development Agreement between the City and the Developer substantially in the form and on the terms as outlined in the Development Agreement with respect to the items under the SFPUC's jurisdiction, and authorizes the General Manager to execute the SFPUC Consent to the

Development Agreement attached to the Development Agreement on behalf of this Commission; and be it

FURTHER RESOLVED, That, if the SFPUC determines it is feasible to provide electricity for the Project, the SFPUC will provide electric power to the Project pursuant to its Rules and Regulations for electric service and the Commission authorizes the General Manager to execute an Electric Service Agreement with the Developer for such purpose; and be it

FURTHER RESOLVED, That, subject to appropriation of any necessary funds, this Commission authorizes the General Manager, to take any and all steps as the General Manager deems necessary or appropriate, in consultation with the City Attorney, in order to perform the SFPUC's obligations under the Development Agreement in accordance with this Resolution and Development Agreement legislation by the Board of Supervisors, or otherwise to effectuate the purpose and intent of this Resolution and such Development Agreement legislation; and be it

FURTHER RESOLVED, That, as the implementation of the Development Agreement and Infrastructure Plan necessitates the vacation of streets or easements in which the SFPUC has assets or an ownership interest, the Commission hereby declares such assets to be surplus to its utility needs conditioned upon the Developer's satisfaction of all obligations in the Development Agreement and Infrastructure Plan and subject to SFPUC's receipt of assets or other consideration of equivalent value; and be it

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

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

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of May 28, 2024.

Cirilo Espinoza
Acting Commission Secretary, Public Utilities Commission

RECREATION AND PARK COMMISSION

City and County of San Francisco

Resolution Number 2405-001

STONESTOWN DEVELOPMENT – SHADOW ON ROLPH NICOL JR. PLAYGROUND AND JUNIPERO SERRA PLAYGROUND

RESOLVED, This Commission recommends to the Planning Commission that the net new shadow cast by the proposed Stonestown Development Project will not have a significant adverse impact on the use of Rolph Nicol Jr. Playground and Junipero Serra Playground, pursuant to Planning Code Section 295 (the Sunlight Ordinance).

Discussion and possible action to adopt a resolution
Adopted by the following vote:

Ayes	4
Noes	0
Absent	3

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on May 9, 2024.



Ashley Summers, Commission Liaison

RECREATION AND PARK COMMISSION

City and County of San Francisco

Resolution Number 2405-007

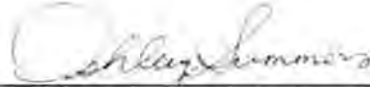
STONESTOWN DEVELOPMENT – DEVELOPMENT AGREEMENT AND ROLPH NICOL JUNIOR PLAYGROUND IMPROVEMENTS AND CONCEPT DESIGN

RESOLVED, This Commission does (1) consent to and recommend that the Board of Supervisors approve a Development Agreement between the City and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P, a Delaware limited partnership for the Stonestown Development Project; (2) consent to the associated RPD Parcel Improvements Exhibit for improvements at Rolph Nicol Junior Playground; (3) approve a concept design for the improvements at Rolph Nicol Junior Playground; and (4) authorize the General Manager to approve Permits to Enter and/or License Agreements for the delivery and future maintenance of the improvements.

Adopted by the following vote:

Ayes	5
Noes	0
Absent	2

I hereby certify that the foregoing resolution was adopted at the Recreation and Park Commission meeting held on May 16, 2024.



Ashley Summers, Commission Liaison

NOTES:

1) THE BASIS OF BEARINGS
FOR THIS PLAT IS
ROS 10213 (II MAPS 125)



17 JUN 2024

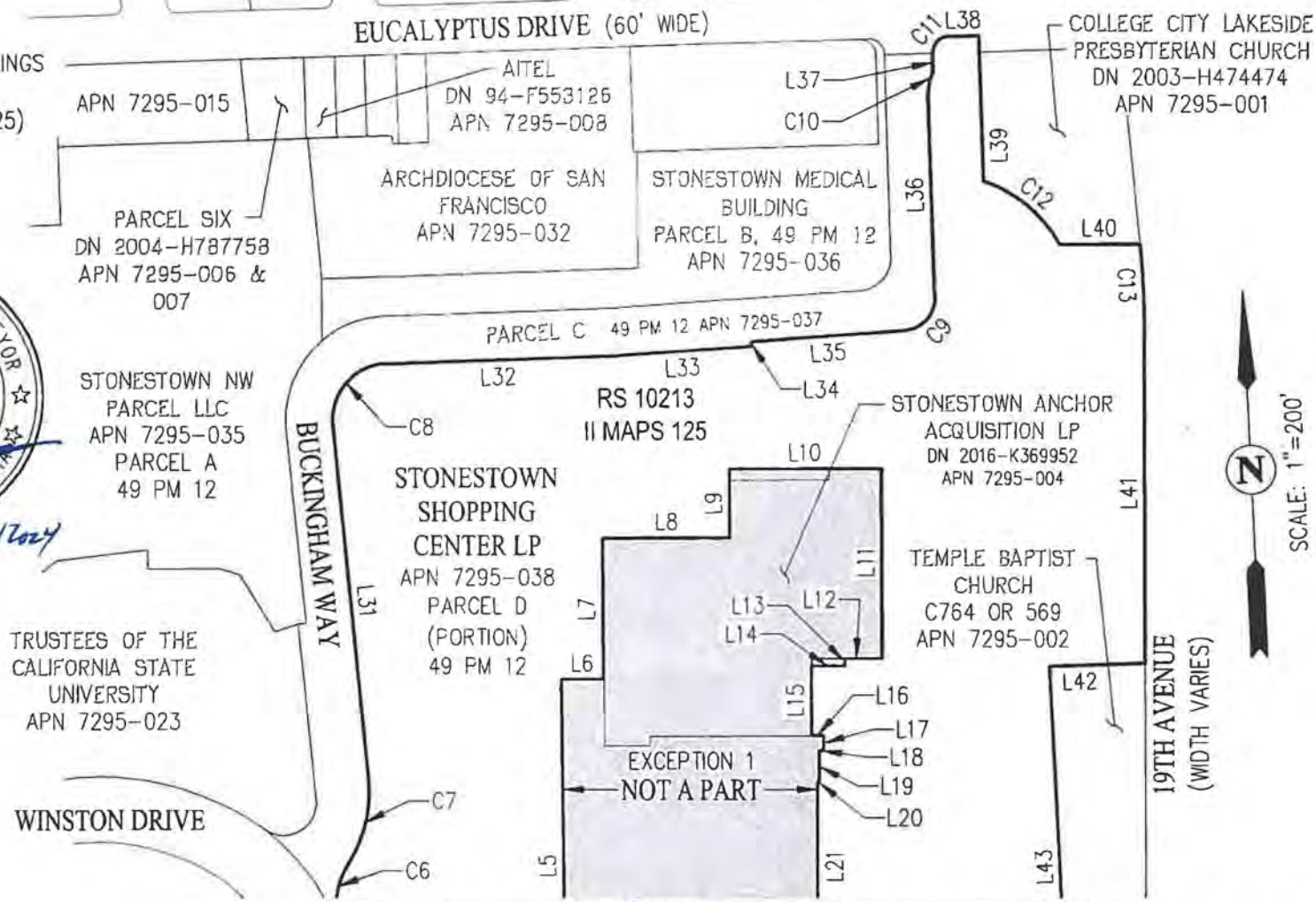


EXHIBIT A-1.1

SEE SHEET 2

SEE SHEETS 3 AND 4 FOR COURSE TABLES

SHEET 1 OF 4

PLAT TO ACCOMPANY LEGAL DESCRIPTION

STONESTOWN SHOPPING CENTER L.P. PROPERTY
STONESTOWN SHOPPING CENTER
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

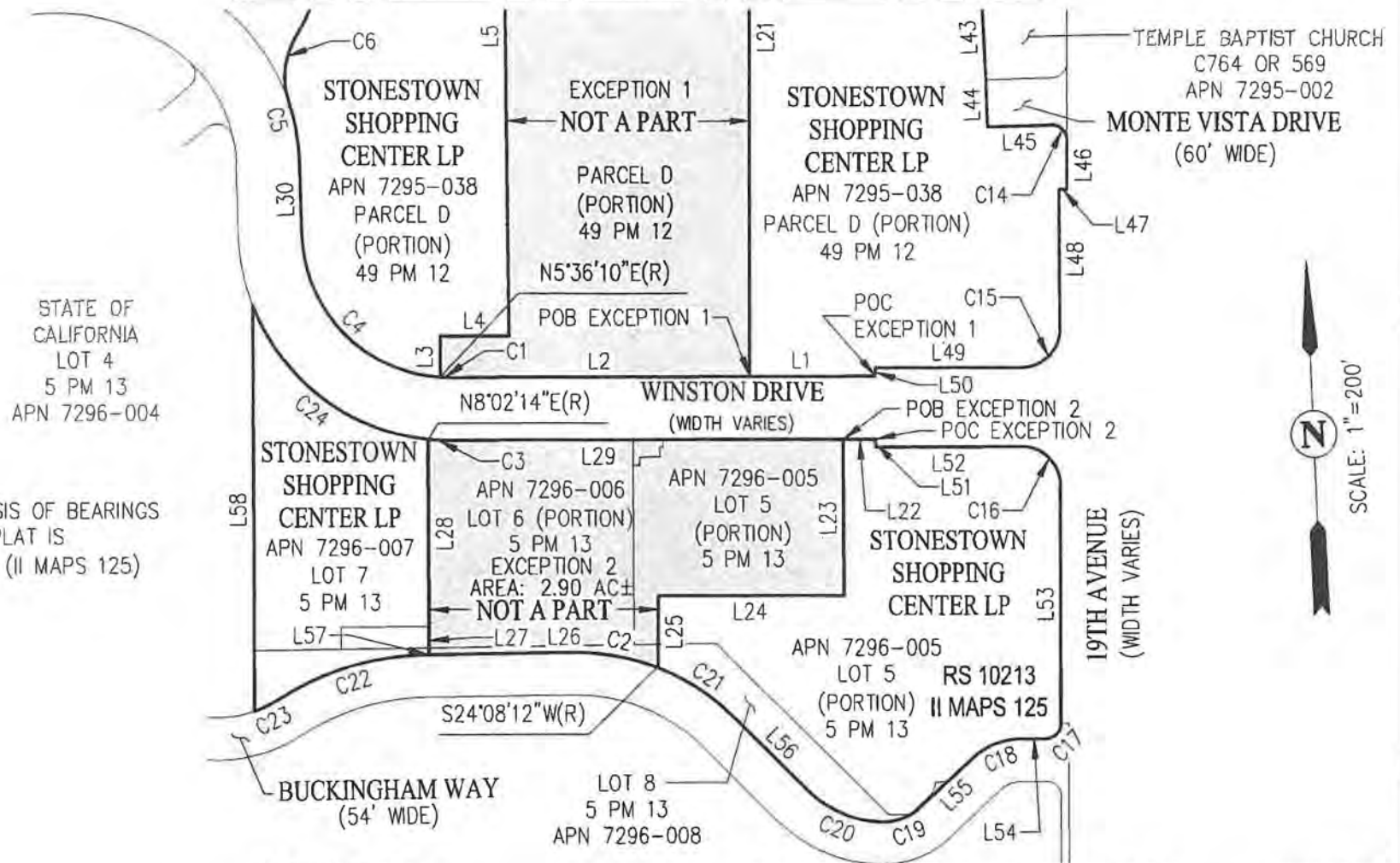
JUNE 17, 2024



CIVIL ENGINEERS • SURVEYORS • PLANNERS

SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
WWW.CBANDG.COM

SEE SHEET 1



NOTES:
1) THE BASIS OF BEARINGS
FOR THIS PLAT IS
ROS 10213 (II MAPS 125)

EXHIBIT A-1.1

SEE SHEETS 3 AND 4 FOR COURSE TABLES

SHEET 2 OF 4

PLAT TO ACCOMPANY LEGAL DESCRIPTION

STONESTOWN SHOPPING CENTER L.P. PROPERTY
STONESTOWN SHOPPING CENTER
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JUNE 17, 2024



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LINE TABLE		
NO	BEARING	LENGTH
L1	N87°32'31"W	158.09'
L2	N87°32'31"W	383.51'
L3	N02°27'29"E	52.01'
L4	S87°28'01"E	87.09'
L5	N01°57'53"E	606.30'
L6	S87°32'31"E	50.89'
L7	N02°27'29"E	173.20'
L8	S87°32'31"E	155.50'
L9	N02°27'29"E	85.00'
L10	S87°32'31"E	185.35'
L11	S02°27'29"W	233.50'
L12	N87°33'46"W	45.10'
L13	S02°27'29"W	8.98'
L14	N87°32'31"W	40.14'

LINE TABLE		
NO	BEARING	LENGTH
L15	S02°37'27"W	85.52'
L16	S87°22'28"E	14.49'
L17	S02°27'29"W	18.50'
L18	N87°32'31"W	5.28'
L19	S02°27'29"W	37.74'
L20	N87°32'31"W	2.06'
L21	S02°37'27"W	532.36'
L22	N87°32'31"W	41.08'
L23	S02°27'29"W	199.41'
L24	N87°24'48"W	234.73'
L25	S02°37'30"W	91.37'
L26	N88°10'39"W	182.19'
L27	N02°27'29"E	34.99'
L28	N02°27'29"E	238.26'

LINE TABLE		
NO	BEARING	LENGTH
L29	S87°32'31"E	500.52'
L30	N00°42'29"E	91.41'
L31	N03°09'13"W	436.71'
L32	N89°15'36"W	276.24'
L33	N88°34'17"E	172.51'
L34	N02°27'29"E	5.66'
L35	N88°23'09"E	185.74'
L36	N00°43'09"E	249.21'
L37	N02°27'29"E	22.54'
L38	N89°17'45"W	36.23'
L39	N00°42'04"E	179.99'
L40	N87°32'31"W	100.06'
L41	N02°27'29"E	415.30'
L42	N89°17'56"W	118.30'

LINE TABLE		
NO	BEARING	LENGTH
L43	N00°23'20"W	299.91'
L44	N00°42'04"E	60.00'
L45	N89°17'56"W	80.93'
L46	N02°27'29"E	61.32'
L47	N87°32'31"W	10.00'
L48	N02°27'29"E	175.00'
L49	N87°32'31"W	185.00'
L50	N02°27'29"E	10.00'
L51	N02°27'29"E	10.00'
L52	N87°32'31"W	185.00'
L53	N02°27'29"E	301.50'
L54	N87°32'31"W	29.19'
L55	N49°49'44"E	89.91'
L56	N42°32'31"W	131.56'

EXHIBIT A-1.1

SHEET 3 OF 4

PLAT TO ACCOMPANY LEGAL DESCRIPTION

STONESTOWN SHOPPING CENTER L.P. PROPERTY
STONESTOWN SHOPPING CENTER
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JUNE 17, 2024



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LINE TABLE		
NO	BEARING	LENGTH
L57	N88°10'39"W	2.41'
L58	N02°25'28"E	513.77'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	186.00'	3°08'42"	10.21'
C2	287.00'	22°18'51"	111.77'
C3	266.00'	5°34'45"	25.90'
C4	186.00'	85°06'18"	276.28'
C5	267.00'	16°27'45"	76.72'
C6	104.00'	51°26'25"	93.37'
C7	156.00'	38°50'22"	105.75'
C8	68.00'	93°53'37"	111.44'
C9	40.00'	87°40'00"	61.20'
C10	66.53'	23°16'45"	27.03'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C11	20.00'	90°00'00"	31.42'
C12	165.00'	43°01'38"	123.91'
C13	1000.00'	5°36'32"	97.89'
C14	20.00'	91°45'25"	32.03'
C15	50.00'	90°00'00"	78.54'
C16	50.00'	90°00'00"	78.54'
C17	20.00'	90°00'00"	31.42'
C18	97.00'	42°37'45"	72.17'
C19	68.00'	42°37'45"	50.59'
C20	133.00'	45°00'00"	104.46'
C21	287.00'	23°19'17"	116.82'
C22	362.00'	32°00'39"	202.25'
C23	138.00'	13°11'47"	31.78'
C24	266.00'	63°25'02"	294.42'

EXHIBIT A-1.1

SHEET 4 OF 4

PLAT TO ACCOMPANY LEGAL DESCRIPTION

STONESTOWN SHOPPING CENTER L.P. PROPERTY
STONESTOWN SHOPPING CENTER
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JUNE 17, 2024



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JUNE 17, 2024
JOB NO.: 3062-000

EXHIBIT A-1.1
STONESTOWN SHOPPING CENTER L.P. PROPERTY DESCRIPTION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

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:

BEING ALL OF PARCEL D, AS SAID PARCEL D IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP NO. 8099 RECORDED SEPTEMBER 24, 2014, IN BOOK 49 OF PARCEL MAPS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, AND ALL OF LOTS 5, 6, 7, AND 8, AS SAID LOTS ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP RECORDED JANUARY 5, 1977, IN BOOK 5 OF PARCEL MAPS, AT PAGE 13, IN SAID OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PARCEL OF LAND:

EXCEPTION 1:

COMMENCING AT A POINT ON THE SOUTHERN LINE OF SAID PARCEL D (49 PM 12), SAID POINT BEING A POINT ON THE NORTHERN LINE OF WINSTON STREET (WIDTH VARIES), SAID POINT BEING THE EASTERN TERMINUS OF THAT CERTAIN COURSE SHOWN AND SO DESIGNATED AS "NORTH 87°22'55" WEST 541.60 FEET" ON SHEET 3 OF 4 OF SAID PARCEL MAP (49 PM 12);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHERN LINE OF PARCEL D, NORTH 87°32'31" WEST (THE BEARING OF SAID SOUTHERN LINE BEING TAKEN AS NORTH 87°32'31" WEST, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY 10213, RECORDED APRIL 29, 2020, IN BOOK II OF SURVEY MAPS, AT PAGE 125, IN SAID OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO) 158.09 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERN LINE, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 87°32'31" WEST 383.51 FEET, AND
- 2) ALONG THE ARC OF A TANGENT 186.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°08'42", AN ARC DISTANCE OF 10.21 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH 02°27'29" EAST 52.01 FEET;

THENCE, SOUTH 87°28'01" EAST 87.09 FEET;

THENCE, NORTH 01°57'53" EAST 606.30 FEET;

THENCE, SOUTH 87°32'31" EAST 50.89 FEET;
THENCE, NORTH 02°27'29" EAST 173.20 FEET;
THENCE, SOUTH 87°32'31" EAST 155.50 FEET;
THENCE, NORTH 02°27'29" EAST 85.00 FEET;
THENCE, SOUTH 87°32'31" EAST 185.35 FEET;
THENCE, SOUTH 02°27'29" WEST 233.50 FEET;
THENCE, NORTH 87°33'46" WEST 45.10 FEET TO A POINT ON THE BOUNDARY
LINE OF SAID PARCEL D;
THENCE, ALONG SAID BOUNDARY LINE, THE FOLLOWING TWO (2) CRUSES:
1) SOUTH 02°27'29" WEST 8.98 FEET AND
2) NORTH 87°32'31" EAST 40.14 FEET;
THENCE, LEAVING SAID BOUNDARY LINE, SOUTH 02°37'27" WEST 85.52 FEET;
THENCE, SOUTH 87°22'28" EAST 14.49 FEET;
THENCE, SOUTH 02°27'29" WEST 18.50 FEET;
THENCE, NORTH 87°32'31" WEST 5.28 FEET;
THENCE, SOUTH 02°27'29" WEST 37.74 FEET;
THENCE, NORTH 87°32'31" WEST 2.06 FEET;
THENCE, SOUTH 02°37'27" WEST 532.36 FEET TO SAID POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PARCEL OF LAND:

EXCEPTION 2:

COMMENCING AT A POINT ON THE NORTHERN LINE OF SAID LOT 5 (5 PM 13),
SAID POINT BEING A POINT ON THE SOUTHERN LINE OF WINSTON STREET (WIDTH
VARIES), SAID POINT BEING THE EASTERN TERMINUS OF THAT CERTAIN COURSE
SHOWN AND SO DESIGNATED AS "NORTH 87°22'55" WEST 541.60 FEET" ON SAID
PARCEL MAP (5 PM 13);

LEGAL DESCRIPTION

PAGE 3 OF 4

JUNE 17, 2024
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THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID NORTHERN LINE OF LOT 5, NORTH $87^{\circ}32'31''$ WEST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH $87^{\circ}32'31''$ WEST AS SHOWN ON THAT CERTAIN RECORD OF SURVEY 10213, RECORDED APRIL 29, 2020, IN BOOK II OF SURVEY MAPS, AT PAGE 125, IN SAID OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO) 41.08 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHERN LINE OF LOT 5, SOUTH $02^{\circ}27'29''$ WEST 199.41 FEET;

THENCE, NORTH $87^{\circ}24'48''$ WEST 234.73 FEET;

THENCE, SOUTH $02^{\circ}37'30''$ WEST 91.37 FEET TO A POINT ON THE SOUTHERN LINE OF SAID LOT 8 (5 PM 13), SAID SOUTHERN LINE ALSO BEING THE NORTHERN LINE OF BUCKINGHAM WAY (54' WIDE);

THENCE, ALONG SAID SOUTHERN LINE OF LOT 8, THE FOLLOWING TWO (2) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 287.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH $24^{\circ}08'12''$ WEST, THROUGH A CENTRAL ANGLE OF $22^{\circ}18'51''$, AN ARC DISTANCE OF 111.77 FEET, AND
- 2) NORTH $88^{\circ}10'39''$ WEST 182.19 FEET;

THENCE, LEAVING SAID SOUTHERN LINE OF LOT 8, NORTH $02^{\circ}27'29''$ EAST 34.99 FEET TO A POINT ON THE WESTERN LINE OF SAID LOT 6 (5 PM 13);

THENCE, ALONG SAID WESTERN LINE, NORTH $02^{\circ}27'29''$ EAST 238.26 FEET TO THE NORTHWESTERN CORNER OF SAID LOT 6;

THENCE, FROM SAID NORTHWESTERN CORNER, ALONG THE NORTHERN LINE OF SAID LOT 6 AND SAID NORTHERN LINE OF LOT 5, THE FOLLOWING TWO (2) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 266.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $08^{\circ}02'14''$ EAST, THROUGH A CENTRAL ANGLE OF $05^{\circ}34'45''$, AN ARC DISTANCE OF 25.90 FEET, AND

LEGAL DESCRIPTION

PAGE 4 OF 4

JUNE 17, 2024
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- 2) SOUTH 87°32'31" EAST 500.52 FEET TO SAID POINT OF
BEGINNING.

APN'S:

LOTS 038 (PORTION) OF BLOCK 7295

LOTS 005 (PORTION), 006 (PORTION), 007, 008 (PORTION) OF BLOCK 7296

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Sabrina Kyle Pack 17 JUN 2024
SABRINA KYLE PACK P.L.S.
L.S. NO. 8164



LINE TABLE		
NO	BEARING	LENGTH
L1	S02°27'29"W	232.00'
L2	N87°32'31"W	43.75'
L3	S02°27'29"W	1.02'
L4	S02°27'29"W	8.98'
L5	N87°32'31"W	40.14'
L6	N02°37'27"E	8.97'
L7	S87°33'46"E	40.11'

NOTES:
 1) THE BASIS OF BEARINGS
 FOR THIS PLAT IS
 ROS 10213 (II MAPS 125)

LICENSED LAND SURVEYOR
 SABRINA KYLE PACK
 8164
Sabrina Kyle Pack
 OF CALIFORNIA
 17 JUN 2024

EXHIBIT A-1.2

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

STONESTOWN ANCHOR ACQUISITION LP PROPERTY
 STONESTOWN SHOPPING CENTER
 CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
 JUNE 17, 2024



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 ROSEVILLE (916) 788-4456
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JUNE 17, 2024
JOB NO.: 3062-000

EXHIBIT A-1.2
STONESTOWN ANCHOR ACQUISITION LP PROPERTY DESCRIPTION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

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:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED RECORDED DECEMBER 12, 2016, IN DOCUMENT NUMBER 2016-K369952 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF SAID PARCEL OF LAND;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERN LINE OF SAID PARCEL OF LAND, THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 02°27'29" WEST (THE BEARING OF SAID EASTERN LINE BEING TAKEN AS SOUTH 02°27'29" WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 232.00 FEET,
- 2) NORTH 87°32'31" WEST 43.75 FEET, AND
- 3) SOUTH 02°27'29" WEST 1.02 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 02°27'29" WEST 8.98 FEET AND
- 2) NORTH 87°32'31" WEST 40.14 FEET;

THENCE, LEAVING SAID EASTERN LINE, NORTH 02°37'27" EAST 8.97 FEET;

THENCE, SOUTH 87°33'46" EAST 40.11 FEET TO SAID POINT OF BEGINNING.

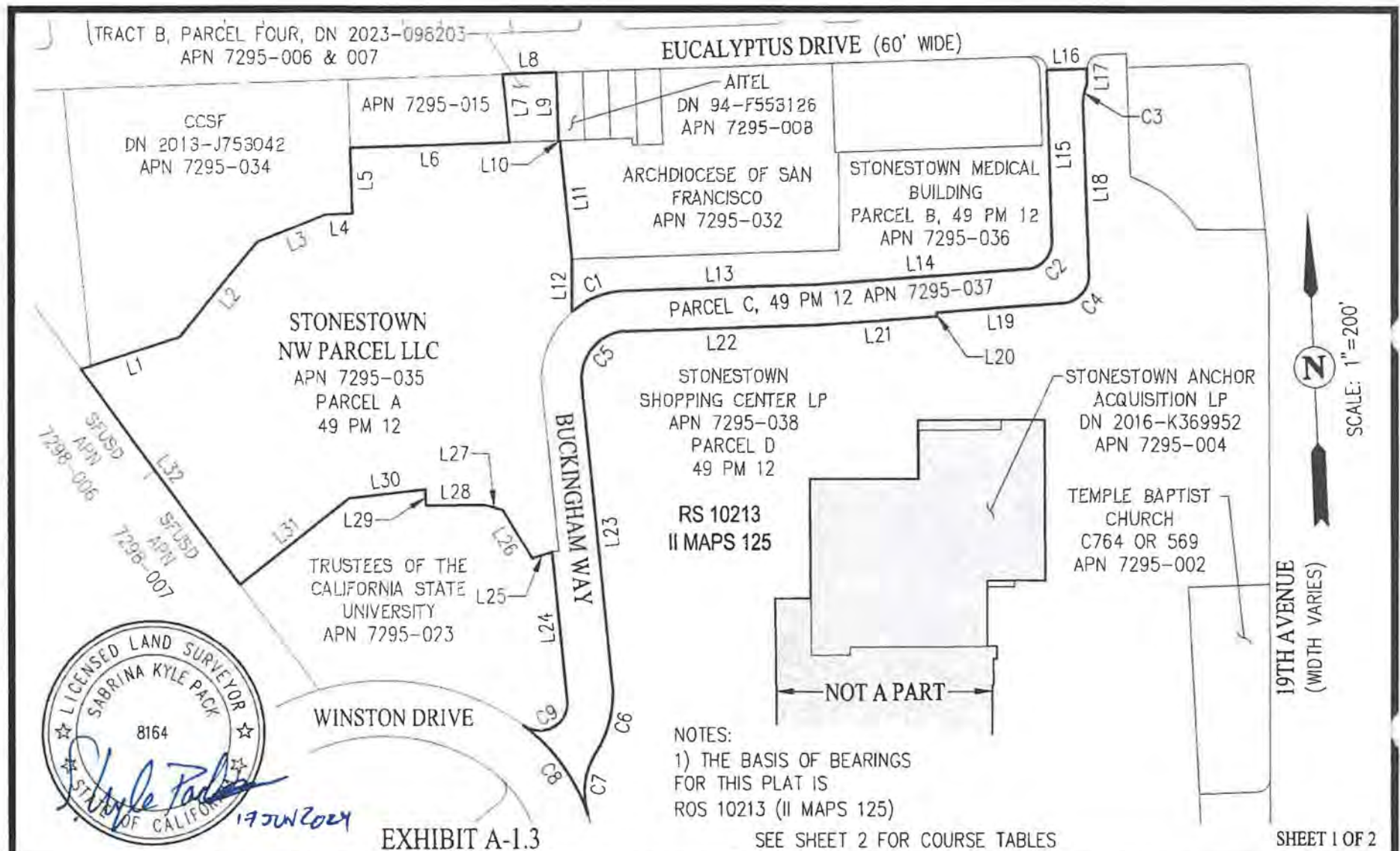
APN'S:
LOT 004 (PORTION) OF BLOCK 7295

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Sabrina Kyle Pack 17 JUN 2024
SABRINA KYLE PACK P.L.S.
L.S. NO. 8164



PLAT TO ACCOMPANY LEGAL DESCRIPTION

STONESTOWN NW PARCEL LLC PROPERTY
STONESTOWN SHOPPING CENTER
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JUNE 17, 2024



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LINE TABLE		
NO	BEARING	LENGTH
L1	N74°54'34"E	152.62'
L2	N41°59'04"E	175.88'
L3	N70°59'44"E	105.95'
L4	N89°17'46"W	37.71'
L5	N00°42'15"E	95.00'
L6	N89°17'45"W	231.74'
L7	N03°09'13"W	100.23'
L8	N89°17'45"W	76.93'
L9	N00°42'15"E	100.00'
L10	N89°17'56"W	1.98'
L11	N03°09'13"W	171.60'
L12	N02°27'29"E	75.08'
L13	N89°16'03"W	276.29'
L14	N88°31'32"E	306.40'

LINE TABLE		
NO	BEARING	LENGTH
L15	N00°53'26"E	247.80'
L16	N89°17'45"W	58.42'
L17	N02°27'29"E	22.54'
L18	N00°43'09"E	249.21'
L19	N88°23'09"E	185.74'
L20	N02°27'29"E	5.66'
L21	S88°34'17"W	172.51'
L22	N89°15'36"W	276.24'
L23	N03°09'13"W	436.71'
L24	N03°09'13"W	215.38'
L25	N74°09'19"E	30.01'
L26	N28°32'43"W	82.28'
L27	N70°39'36"W	25.13'
L28	N87°32'13"W	86.93'

LINE TABLE		
NO	BEARING	LENGTH
L29	N02°13'01"E	23.35'
L30	N85°53'24"E	112.68'
L31	N53°53'24"E	199.96'
L32	N33°50'36"W	389.09'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	125.96'	38°19'50"	84.27'
C2	40.00'	87°38'06"	61.18'
C3	66.53'	23°16'45"	27.03'
C4	40.00'	87°40'00"	61.20'
C5	68.00'	93°53'37"	111.44'
C6	156.00'	38°50'22"	105.75'
C7	104.00'	51°26'25"	93.37'
C8	267.00'	34°49'52"	162.31'
C9	40.00'	132°34'05"	92.55'

EXHIBIT A-1.3

SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

STONESTOWN NW PARCEL LLC PROPERTY
STONESTOWN SHOPPING CENTER
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JUNE 17, 2024



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JUNE 17, 2024
JOB NO.: 3062-000

EXHIBIT A-1.3
STONESTOWN NW PARCEL LLC PROPERTY DESCRIPTION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

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:

BEING ALL OF THOSE CERTAIN PARCELS OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED DECEMBER 5, 2023, IN DOCUMENT NUMBER 2023-098203 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

APN'S:
LOTS 006, 007, 035, 037 OF BLOCK 7295

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Sabrina Kyle Pack 17 Jun 2024
SABRINA KYLE PACK P.L.S.
L.S. NO. 8164

NOTES:

1) THIS PARCEL IS LOCATED
PER ROS 10213 (II MAPS 125)

STONESTOWN SHOPPING
CENTER LP
PARCEL D
49 PM 12
APN 7295-038

EUCALYPTUS DRIVE
(60' WIDE)

TEMPLE BAPTIST CHURCH
C764 OR 569
APN 7295-002

19TH AVENUE
(WIDTH VARIES)

MONTE VISTA DRIVE
(60' WIDE)

WINSTON DRIVE
(WIDTH VARIES)



EXHIBIT A-2
ILLUSTRATIVE

PLAT TO ACCOMPANY LEGAL DESCRIPTION

VARIANT SUB-AREA
STONESTOWN SHOPPING CENTER
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

APRIL 5, 2024

SHEET 1 OF 1



CIVIL ENGINEERS

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APRIL 5, 2024
JOB NO.: 3062-000

**EXHIBIT A-2
VARIANT SUB-AREA
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA**

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:

BEING ALL OF THAT CERTAIN PARCEL OF LAND GRANTED TO TEMPLE BAPTIST CHURCH BY THAT CORPORATION GRANT DEED RECORDED APRIL 23, 1979, IN BOOK C764 OF OFFICIAL RECORDS, AT PAGE 569, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

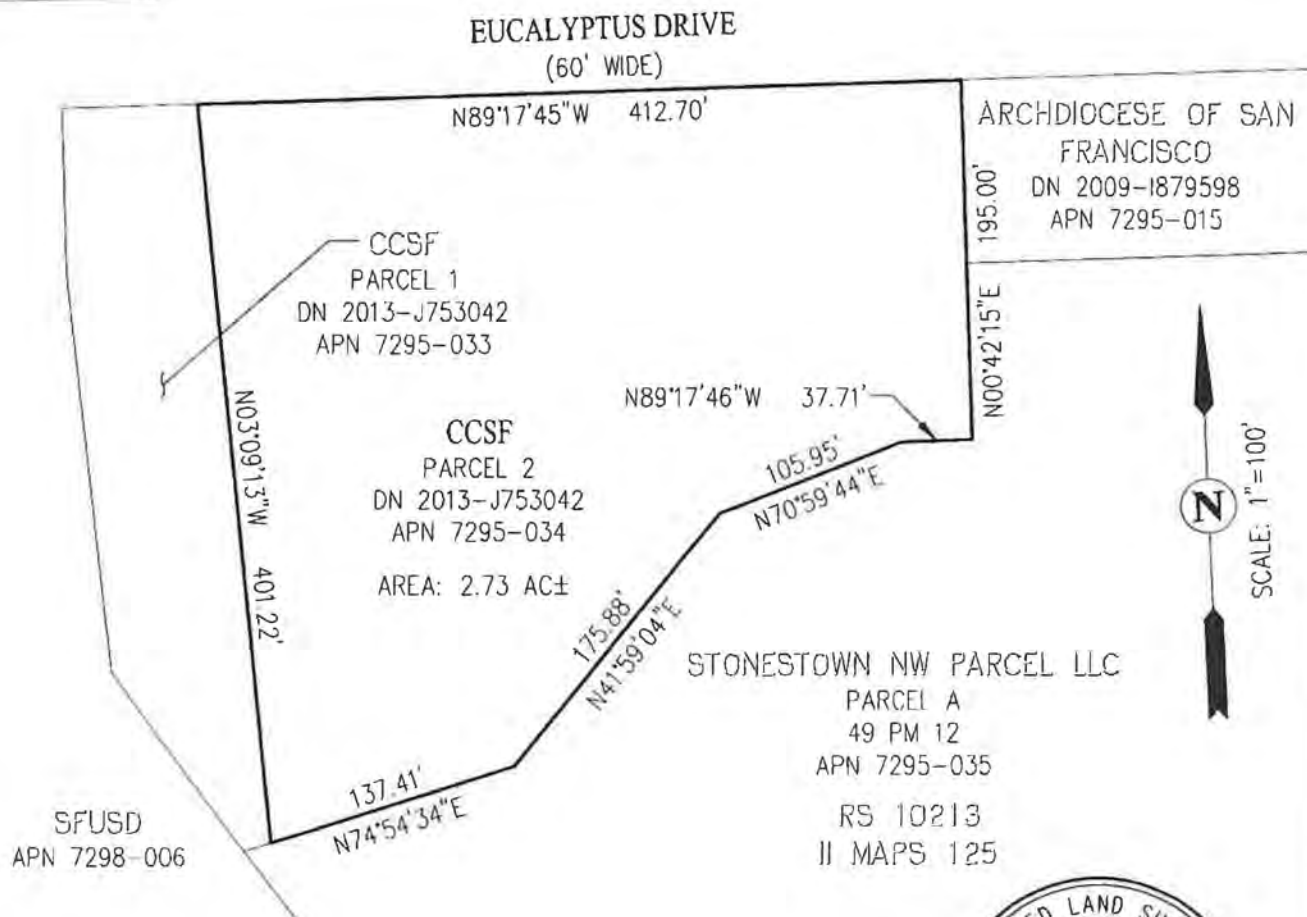
APN: LOT 2, BLOCK 7295

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Sabrina Kyle Pack 5 APR 2024
SABRINA KYLE PACK P.L.S.
L.S. NO. 8164



NOTES:
1) THE BASIS OF BEARINGS FOR THIS PLAT
IS ROS 10213 (II MAPS 125)



EXHIBIT A-3 PLAT TO ACCOMPANY LEGAL DESCRIPTION

ROLPH NICOL JR PLAYGROUND
STONESTOWN SHOPPING CENTER
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

APRIL 5, 2024

SHEET 1 OF 1



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APRIL 5, 2024
JOB NO.: 3062-000

**EXHIBIT A-3
LEGAL DESCRIPTION
ROLPH NICOL JR PLAYGROUND
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA**

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:

BEING ALL OF PARCEL 2, AS SAID PARCEL 2 IS SHOWN AND DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED SEPTEMBER 6, 2013, IN DOCUMENT NUMBER 2013-J753042 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

APN: LOT 034, BLOCK 7295

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Sabrina Kyle Pack 5 Apr 2024
SABRINA KYLE PACK P.L.S.
L.S. NO. 8164



5 APR 2024



SCALE: 1"=300'

NOTES:

- 1) THE BASIS OF BEARINGS FOR THIS PLAT IS ROS 10213 (II MAPS 125)

EUCALYPTUS DRIVE
WIDTH VARIES

20TH AVENUE
70' WIDE

BUCKINGHAM WAY
(PRIVATE STREET)

MONTE VISTA DRIVE
60' WIDE

PARCEL TWO
SEE SHEETS 3-4

PARCEL ONE
SEE SHEET 2

WINSTON DRIVE
WIDTH VARIES

PARCEL TWO
SEE SHEETS 3-4

19TH AVENUE
WIDTH VARIES

BUCKINGHAM WAY
54' WIDE

INDEX SHEET

EXHIBIT A-4

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXISTING CITY OWNED RIGHTS OF WAY
STONESTOWN SHOPPING CENTER
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

APRIL 5, 2024

SHEET 1 OF 4



CIVIL ENGINEERS

▪

SURVEYORS

▪

PLANNERS

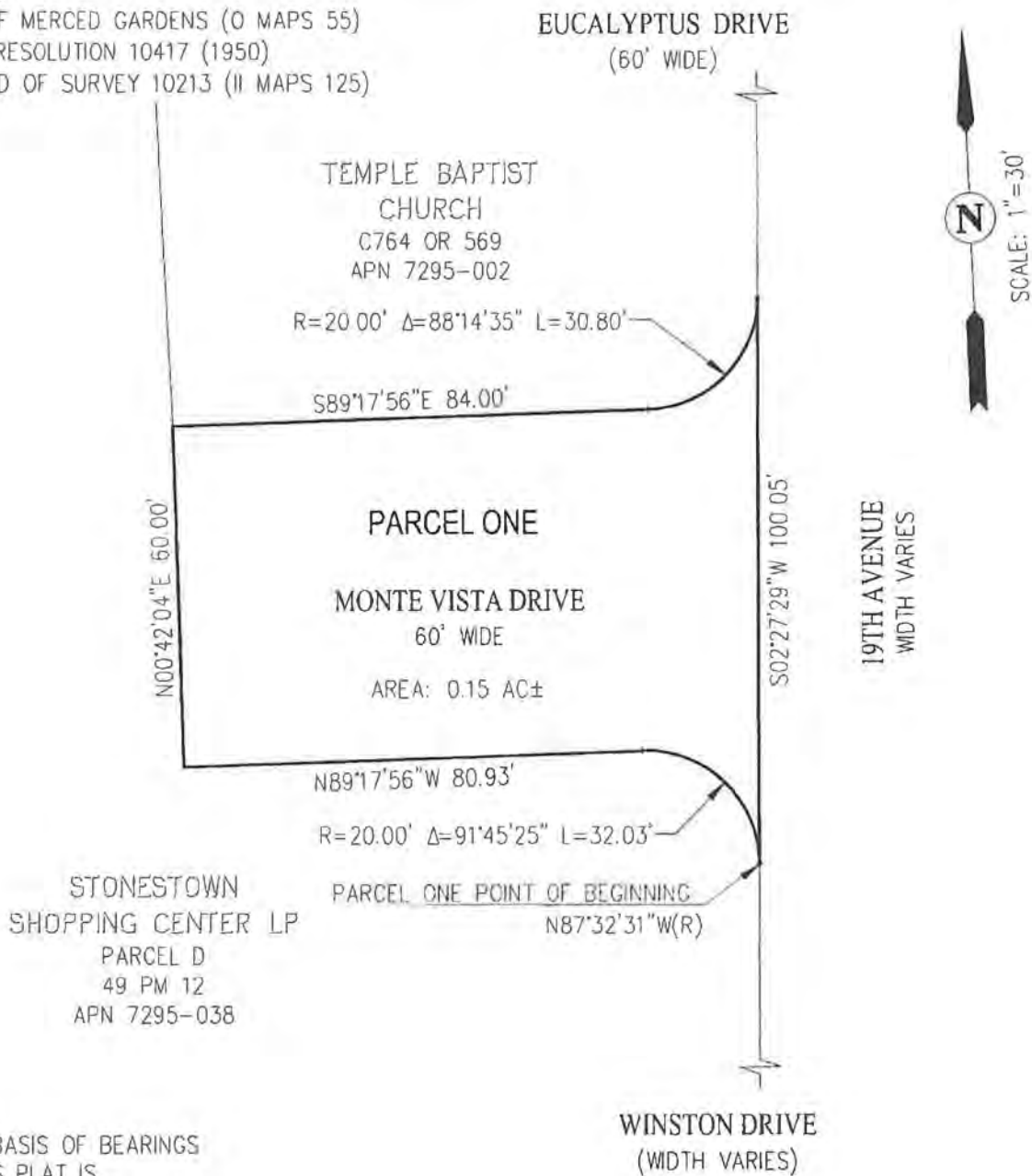
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SEE ALSO:

- 1) MAP OF MERCED GARDENS (O MAPS 55)
- 2) CCSF RESOLUTION 10417 (1950)
- 3) RECORD OF SURVEY 10213 (II MAPS 125)



NOTES:

- 1) THE BASIS OF BEARINGS
FOR THIS PLAT IS
ROS 10213 (II MAPS 125)

EXHIBIT A-4 PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXISTING CITY OWNED RIGHTS OF WAY
STONESTOWN SHOPPING CENTER
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

APRIL 5, 2024

SHEET 2 OF 4



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SFUSD
APN 7298-007

TRUSTEES OF THE CALIFORNIA
STATE UNIVERSITY
DN 2005-H972220
APN 7295-023

PARCEL C
49 PM 12
APN 7295-037

BUCKINGHAM
WAY
(PRIVATE STREET)

PARCEL TWO
 $R=345.00'$ $\Delta=76^{\circ}56'45''$ $L=463.32'$
 $R=255.00'$ $\Delta=76^{\circ}56'45''$ $L=355.88'$
 $N43^{\circ}15'37''W(R)$ $80.00'$
 $S33^{\circ}41'08''W(R)$

STATE OF CALIFORNIA
LOT 4
5 PM 13
APN 7296-004

$\Delta=57^{\circ}01'21''$ $R=267.00'$ $L=265.73'$
 $\Delta=57^{\circ}01'21''$ $R=187.00'$ $L=186.11'$

PARCEL D
49 PM 12
APN 7295-038



BUCKINGHAM WAY
(54' WIDE)

CCSF
LOT 2
5 PM 13
APN 7296-002

PARCEL TWO
POINT OF BEGINNING

$91.41'$ $N0^{\circ}42'29''E$ $S0^{\circ}42'29''W$ $91.41'$
WINSTON DRIVE
WIDTH VARIES
 $R=266.00'$ $\Delta=88^{\circ}15'00''$ $L=409.71'$

NOTES:

- 1) THE BASIS OF BEARINGS
FOR THIS PLAT IS
ROS 10213 (II MAPS 125)

SEE ALSO:

- 1) MAP SHOWING THE OPENING OF WINSTON
DRIVE AND BUCKINGHAM WAY (R MAPS 23)
- 2) PARCEL MAP (5 PM 13)

SEE SHEET 4

EXHIBIT A-4

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXISTING CITY OWNED RIGHTS OF WAY
STONESTOWN SHOPPING CENTER
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

APRIL 5, 2024

SHEET 3 OF 4



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SEE SHEET 3

SEE ALSO:

- 1) MAP SHOWING THE OPENING OF WINSTON DRIVE AND BUCKINGHAM WAY (R MAPS 23)
- 2) PARCEL MAP (5 PM 13)

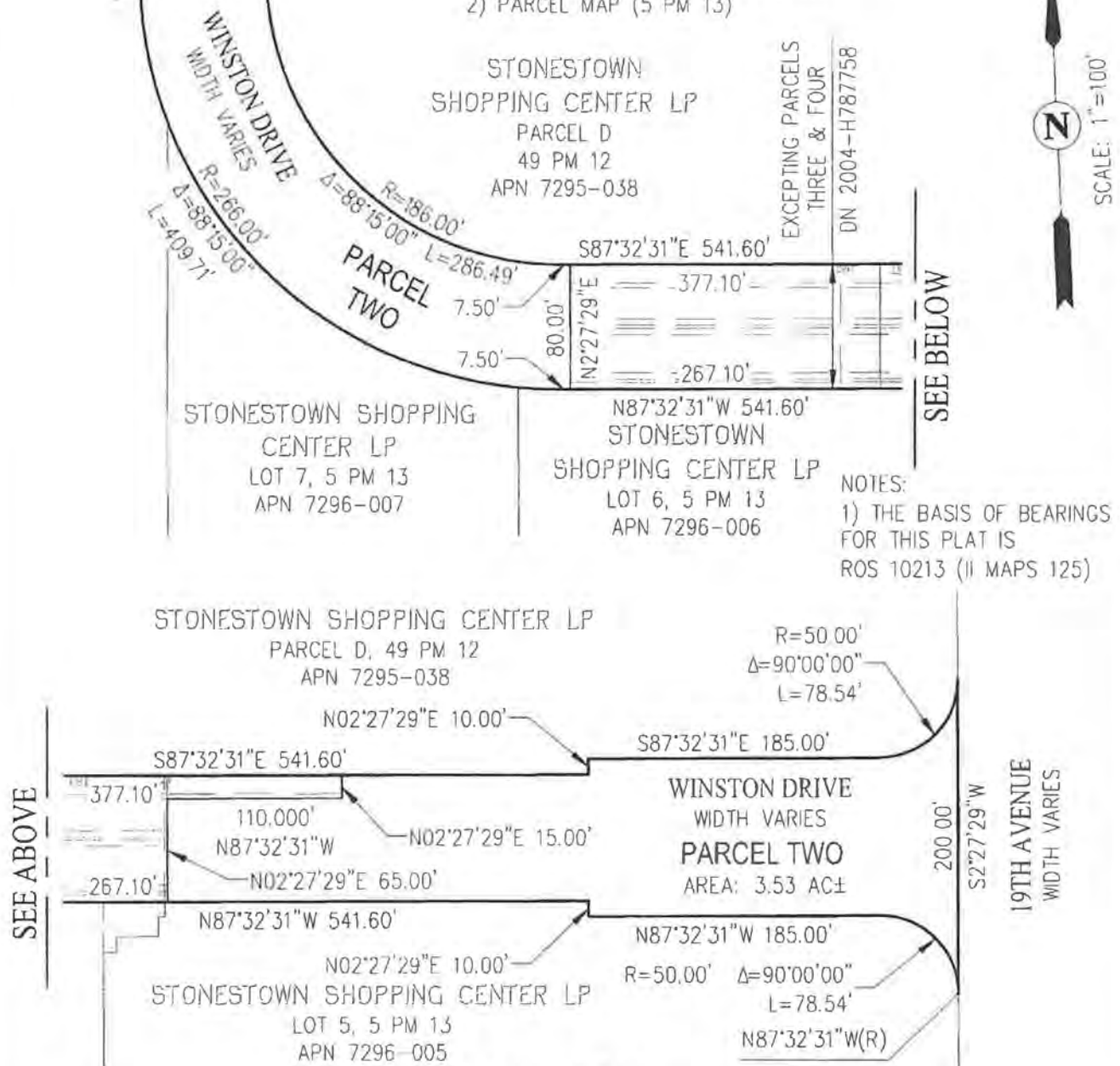


EXHIBIT A-4

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXISTING CITY OWNED RIGHTS OF WAY
STONESTOWN SHOPPING CENTER
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

APRIL 5, 2024

SHEET 4 OF 4



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APRIL 5, 2024
JOB NO.: 3062-000

EXHIBIT A-4
EXISTING CITY OWNED RIGHTS OF WAY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO IN THE COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, COMPRISED OF TWO (2) PARCELS, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE

BEING A PORTION OF MONTE VISTA DRIVE (60' WIDE), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF SAID MONTE VISTA DRIVE, SAID
POINT BEING A POINT ON THE WESTERN LINE OF 19TH STREET (WIDTH VARIES);

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE SOUTHERN LINE OF SAID MONTE VISTA DRIVE, THE FOLLOWING TWO (2) COURSES:

- 1) NORTHWESTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $87^{\circ}32'31''$ WEST (SAID BEARING BEING TAKEN AS NORTH $87^{\circ}32'31''$ WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION), THROUGH A CENTRAL ANGLE OF $91^{\circ}45'25''$, AN ARC DISTANCE OF 32.03 FEET, AND
- 2) NORTH $89^{\circ}17'56''$ WEST 80.93 FEET TO A POINT ON THE EASTERN LINE OF PARCEL D, AS SAID PARCEL D IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP NO. 8099 RECORDED SEPTEMBER 24, 2014, IN BOOK 49 OF PARCEL MAPS, AT PAGE 12, IN SAID OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO;

THENCE, ALONG SAID EASTERN LINE, NORTH 00°42'04" EAST 60.00 FEET TO A POINT ON THE NORTHERN LINE OF SAID MONTE VISTA DRIVE;

THENCE, ALONG SAID NORTHERN LINE, THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH $89^{\circ}17'56''$ EAST 84.00 FEET, AND
- 2) ALONG THE ARC OF A TANGENT 20.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $88^{\circ}14'35''$, AN ARC DISTANCE OF 30.80 FEET TO A POINT ON SAID WESTERN LINE OF SAID 19TH AVENUE;

THENCE, ALONG SAID WESTERN LINE, SOUTH 02°27'29" WEST 100.05 FEET TO SAID POINT OF BEGINNING.

PARCEL TWO

BEING A PORTION OF WINSTON DRIVE (WIDTH VARIES), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERN LINE OF SAID WINSTON DRIVE, SAID POINT BEING THE SOUTHEASTERN CORNER OF LOT 2, AS SAID LOT 2 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP RECORDED JANUARY 5, 1977, IN BOOK 5 OF PARCEL MAPS, AT PAGE 13, IN SAID OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID SOUTHERN LINE, THE FOLLOWING THREE (3) COURSES:

- 1) NORTH $00^{\circ}42'29''$ EAST (THE BEARING OF SAID LINE BEING TAKEN AS NORTH $00^{\circ}42'29''$ EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 91.41 FEET,
- 2) ALONG THE ARC OF A TANGENT 187.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $57^{\circ}01'21''$, AN ARC DISTANCE OF 186.11 FEET, AND
- 3) ALONG THE ARC OF A COMPOUND 265.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH $33^{\circ}41'08''$ WEST, THROUGH A CENTRAL ANGLE OF $76^{\circ}56'45''$, AN ARC DISTANCE OF 355.88 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH $43^{\circ}15'37''$ WEST 80.00 FEET TO A POINT ON THE NORTHERN LINE OF SAID WINSTON DRIVE;

THENCE, ALONG SAID NORTHERN LINE, THE FOLLOWING EIGHT (8) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 345.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH $43^{\circ}15'37''$ EAST, THROUGH A CENTRAL ANGLE OF $76^{\circ}56'45''$, AN ARC DISTANCE OF 463.32 FEET,
- 2) ALONG THE ARC OF A COMPOUND 267.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH $33^{\circ}41'08''$ WEST, THROUGH A CENTRAL ANGLE OF $57^{\circ}01'21''$, AN ARC DISTANCE OF 265.73 FEET,
- 3) SOUTH $00^{\circ}42'29''$ WEST 91.41 FEET,
- 4) ALONG THE ARC OF A TANGENT 186.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $88^{\circ}15'00''$, AN ARC DISTANCE OF 286.49 FEET,

- 5) SOUTH $87^{\circ}32'31''$ EAST 541.60 FEET,
- 6) NORTH $02^{\circ}27'29''$ EAST 10.00 FEET,
- 7) SOUTH $87^{\circ}32'31''$ EAST 185.00 FEET, AND
- 8) ALONG THE ARC OF A TANGENT 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 78.54 FEET TO A POINT ON THE WESTERN LINE OF 19TH AVENUE (WIDTH VARIES) AND A POINT OF CUSP;

THENCE, ALONG SAID WESTERN LINE, SOUTH $02^{\circ}27'29''$ WEST 200.00 FEET TO POINT ON SAID SOUTHERN LINE OF WINSTON DRIVE, SAID POINT BEING A POINT OF CUSP;

THENCE, ALONG SAID SOUTHERN LINE, THE FOLLOWING FIVE (5) COURSES:

- 1) NORTHERLY ALONG THE ARC OF A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $87^{\circ}32'31''$ WEST, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, AN ARC DISTANCE OF 78.54 FEET,
- 2) NORTH $87^{\circ}32'31''$ WEST 185.00 FEET,
- 3) NORTH $02^{\circ}27'29''$ EAST 10.00 FEET,
- 4) NORTH $87^{\circ}32'31''$ WEST 541.60 FEET, AND
- 5) ALONG THE ARC OF A TANGENT 266.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF $88^{\circ}15'00''$, AN ARC DISTANCE OF 409.71 FEET TO SAID POINT OF BEGINNING.

EXCEPTING FROM PARCEL TWO, THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEING ALL OF PARCEL THREE AND PARCEL FOUR, AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 17, 2004, IN DOCUMENT NUMBER 2004-H787758 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



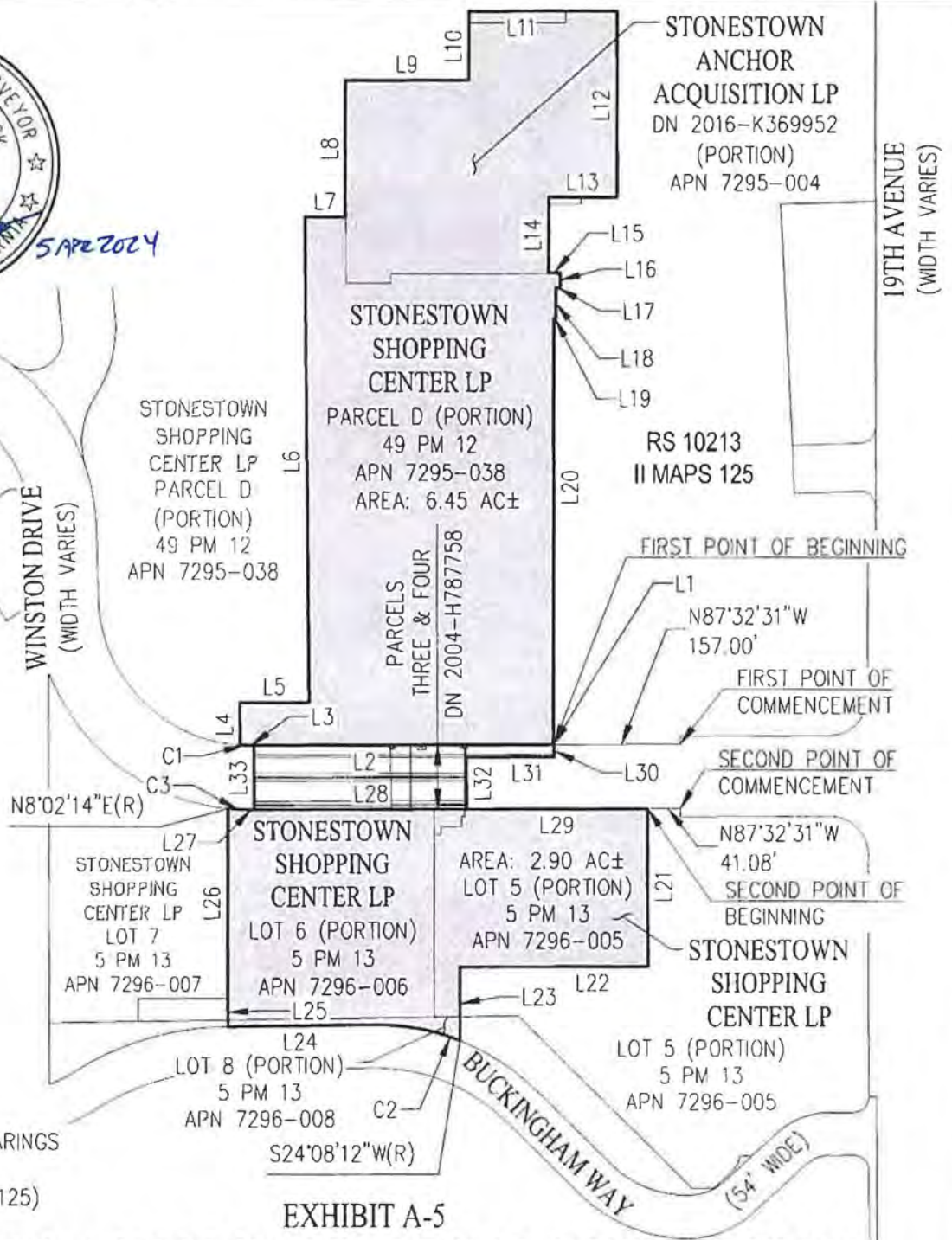
Sabrina Kyle Pack *April 2024*
SABRINA KYLE PACK P.L.S.
L.S. NO. 8164



5 APR 2024



SCALE: 1"=200'



NOTES:

- 1) THE BASIS OF BEARINGS FOR THIS PLAT IS ROS 10213 (II MAPS 125)

EXHIBIT A-5 PLAT TO ACCOMPANY LEGAL DESCRIPTION

STONESTOWN GALLERIA MALL
STONESTOWN SHOPPING CENTER
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

APRIL 5, 2024

SHEET 1 OF 2



CIVIL ENGINEERS • SURVEYORS • PLANNERS

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LINE TABLE		
NO	BEARING	LENGTH
L1	N87°32'31"W	1.09'
L2	N87°32'31"W	376.01'
L3	N87°32'31"W	7.50'
L4	N02°27'29"E	52.01'
L5	S87°28'01"E	87.09'
L6	N01°57'53"E	606.30'
L7	S87°32'31"E	50.89'
L8	N02°27'29"E	173.20'
L9	S87°32'31"E	155.50'
L10	N02°27'29"E	85.00'
L11	S87°32'31"E	185.35'
L12	S02°27'29"W	233.50'
L13	N87°33'46"W	85.21'
L14	S02°37'27"W	94.49'
L15	S87°22'28"E	14.49'
L16	S02°27'29"W	18.50'
L17	N87°32'31"W	5.28'
L18	S02°27'29"W	37.74'
L19	N87°32'31"W	2.06'
L20	S02°37'27"W	532.36'

LINE TABLE		
NO	BEARING	LENGTH
L21	S02°27'29"W	199.41'
L22	N87°24'48"W	234.73'
L23	S02°37'30"W	91.37'
L24	N88°10'39"W	182.19'
L25	N02°27'29"E	34.99'
L26	N02°27'29"E	238.26'
L27	S87°32'31"E	7.50'
L28	S87°32'31"E	267.10'
L29	S87°32'31"E	225.92'
L30	S02°27'29"W	15.00'
L31	N87°32'31"W	110.00'
L32	S02°27'29"W	65.00'
L33	N02°27'29"E	80.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	186.00'	3°08'42"	10.21'
C2	287.00'	22°18'51"	111.77'
C3	266.00'	5°34'45"	25.90'

EXHIBIT A-5 PLAT TO ACCOMPANY LEGAL DESCRIPTION

STONESTOWN GALLERIA MALL
STONESTOWN SHOPPING CENTER
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

APRIL 5, 2024

SHEET 2 OF 2



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EXHIBIT A-5
STONESTOWN GALLERIA MALL
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

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:

BEING A PORTION OF PARCEL D, AS SAID PARCEL D IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP NO. 8099 RECORDED SEPTEMBER 24, 2014, IN BOOK 49 OF PARCEL MAPS, AT PAGE 12, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, AND A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED RECORDED DECEMBER 12, 2016, IN DOCUMENT NUMBER 2016-K369952 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHERN LINE OF SAID PARCEL D (49 PM 12), SAID POINT BEING A POINT ON THE NORTHERN LINE OF WINSTON STREET (WIDTH VARIES), SAID POINT BEING THE EASTERN TERMINUS OF THAT CERTAIN COURSE SHOWN AND SO DESIGNATED AS "NORTH 87°22'55" WEST 541.60 FEET" ON SHEET 3 OF 4 OF SAID PARCEL MAP (49 PM 12);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHERN LINE OF PARCEL D, NORTH 87°32'31" WEST (THE BEARING OF SAID SOUTHERN LINE BEING TAKEN AS NORTH 87°32'31" WEST, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY 10213, RECORDED APRIL 29, 2020, IN BOOK II OF SURVEY MAPS, AT PAGE 125, IN SAID OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO) 158.09 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHERN LINE, THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 87°32'31" WEST 383.51 FEET, AND
- 2) ALONG THE ARC OF A TANGENT 186.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°08'42", AN ARC DISTANCE OF 10.21 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH 02°27'29" EAST 52.01 FEET;

THENCE, SOUTH 87°28'01" EAST 87.09 FEET;

THENCE, NORTH 01°57'53" EAST 606.30 FEET;

THENCE, SOUTH 87°32'31" EAST 50.89 FEET;

THENCE, NORTH 02°27'29" EAST 173.20 FEET;

PAGE 2 OF 4

JOB NO.: 3062-000

TOGETHER THEREWITH, THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT A POINT ON THE NORTHERN LINE OF SAID LOT 5 (5 PM 13), SAID POINT BEING A POINT ON THE SOUTHERN LINE OF WINSTON STREET (WIDTH VARIES), SAID POINT BEING THE EASTERN TERMINUS OF THAT CERTAIN COURSE SHOWN AND SO DESIGNATED AS "NORTH 87°22'55" WEST 541.60 FEET" ON SAID PARCEL MAP (5 PM 13);

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHERN LINE OF LOT 5, SOUTH 02°27'29" WEST 199.41 FEET;

LEGAL DESCRIPTION

PAGE 3 OF 4

APRIL 5, 2024
JOB NO.: 3062-000

THENCE, NORTH $87^{\circ}24'48''$ WEST 234.73 FEET;

THENCE, SOUTH $02^{\circ}37'30''$ WEST 91.37 FEET TO A POINT ON THE SOUTHERN LINE OF SAID LOT 8 (5 PM 13), SAID SOUTHERN LINE ALSO BEING THE NORTHERN LINE OF BUCKINGHAM WAY (54' WIDE);

THENCE, ALONG SAID SOUTHERN LINE OF LOT 8, THE FOLLOWING TWO (2) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 287.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH $24^{\circ}08'12''$ WEST, THROUGH A CENTRAL ANGLE OF $22^{\circ}18'51''$, AN ARC DISTANCE OF 111.77 FEET, AND
- 2) NORTH $88^{\circ}10'39''$ WEST 182.19 FEET;

THENCE, LEAVING SAID SOUTHERN LINE OF LOT 8, NORTH $02^{\circ}27'29''$ EAST 34.99 FEET TO A POINT ON THE WESTERN LINE OF SAID LOT 6 (5 PM 13);

THENCE, ALONG SAID WESTERN LINE, NORTH $02^{\circ}27'29''$ EAST 238.26 FEET TO THE NORTHWESTERN CORNER OF SAID LOT 6;

THENCE, FROM SAID NORTHWESTERN CORNER, ALONG THE NORTHERN LINE OF SAID LOT 6 AND SAID NORTHERN LINE OF LOT 5, THE FOLLOWING TWO (2) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT 266.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $08^{\circ}02'14''$ EAST, THROUGH A CENTRAL ANGLE OF $05^{\circ}34'45''$, AN ARC DISTANCE OF 25.90 FEET, AND
- 2) SOUTH $87^{\circ}32'31''$ EAST 500.52 FEET TO SAID POINT OF BEGINNING.

ALSO TOGETHER THEREWITH, THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEING ALL OF PARCEL THREE AND PARCEL FOUR, AS SAID PARCELS ARE DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 17, 2004, IN DOCUMENT NUMBER 2004-H787758 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

LEGAL DESCRIPTION

PAGE 4 OF 4

APRIL 5, 2024
JOB NO.: 3062-000

APN'S:

LOTS 038 (PORTION), 004 (PORTION) OF BLOCK 7295

LOTS 005 (PORTION), 006 (PORTION), 008 (PORTION) OF BLOCK 7296

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Sabrina Kyle Pack *5APR2024*
SABRINA KYLE PACK P.L.S.
L.S. NO. 8164

EXHIBIT B

Stonestown Affordable Housing Plan

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EXHIBIT B
Stonestown Affordable Housing Plan

This Stonestown Affordable Housing Plan (referred to herein as the “**Housing Plan**”) is Exhibit B to the Stonestown Development Project Development Agreement, and describes Developer’s obligation to provide affordable housing for the Project. Unless otherwise specified in this Exhibit B, definitions and rules of interpretation shall be as provided in the Development Agreement (the “**Development Agreement**”) of which this Exhibit B is a part, by and between the City and County of San Francisco, a municipal corporation, and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”).

SUMMARY

This Housing Plan carefully balances Project feasibility, particularly in the initial development phases, with the goal of ensuring the Project at full build out results in the production of affordable housing units in an amount equal to at least 20% of the number of all Residential Units built as part of the Project. Developer shall satisfy this requirement in any combination of the following options in accordance with this Housing Plan: (i) by conveying up to three (3) Development Parcels, at no cost, to MOHCD or an Affordable Housing Developer for the construction of 100% Affordable Units; (ii) by constructing on-site Inclusionary Units within Market-Rate Projects; or (iii) by paying the Stonestown Affordable Housing In-Lieu Fee on up to 390 units.

The following scenarios provide illustrative examples of the application of the requirements of the Housing Plan:

- Example with dedication of Parcel E5 to the City. At full build-out including the Variant Sub-Area, if the Project Site is developed with 3,491 Residential Units and Developer has conveyed Parcel E5 to MOHCD for construction of the MOHCD 100% Affordable Senior Project, then the Project would include (i) at least 172 on-site Inclusionary Units, (ii) approximately 199 100% Affordable Units on Parcel E5 for seniors (for which Developer would receive a credit for 2/3 of such units, i.e. approximately 133 units), and (iii) the remaining affordable housing obligation (approximately 380 Affordable Units) will be satisfied, at Developer’s election, by any one or combination of the following: paying the Stonestown Affordable Housing In-Lieu Fee, conveying Development Parcels to an Affordable Housing Developer or MOHCD for the construction of 100% Affordable Units, or providing additional Inclusionary Units.
- Example without dedication of Parcel E5 to the City. At full build-out including the Variant Sub-Area, if the Project Site is developed with 3,491 Residential Units and Developer has not conveyed Parcel E5 to MOHCD (or dedicated other Development Parcels to MOHCD or an Affordable Housing Developer), then the Project would include (i) at least 308 on-site Inclusionary Units, and (ii) the remaining affordable housing obligation (approximately 390 Affordable Units) will be satisfied, at

Developer's election, by either paying the Stonestown Affordable Housing In-Lieu Fee or by providing additional Inclusionary Units.

In recognition of the phased development of the Project, this Housing Plan requires that interim milestones be met before issuance of a Temporary Certificate of Occupancy for every Building that contains each successive six hundredth (600th) Residential Unit on the Project Site, ramping up the affordable housing requirement through the phased development of the Project to achieve 20% affordable housing by construction of the 2400th Residential Unit.

In addition, this Housing Plan establishes maximum average affordability levels for Affordable Units. At each of the interim milestones and upon full build-out of the Project Site, (i) the rental rate for the 100% Affordable Rental Units and Inclusionary Rental Units must not exceed, on average, a rate that is affordable to households earning one hundred percent (100%) of AMI, and (ii) the purchase price for 100% Affordable For-Sale Units and Inclusionary For-Sale Units must not exceed, on average, an amount that is affordable to households earning one hundred and ten percent (110%) of AMI. Additional requirements relating to the affordability levels of the 100% Affordable Units and Inclusionary Units are described in Article 2.

MOHCD will make good faith efforts to use all in-lieu fees generated by the Project for the creation of affordable housing, with priority to support housing at the neighboring SFSU Educator Village affordable to low and moderate income households, then to the development of 100% Affordable Units on the Project Site or within two (2) miles of the Project Site.

1. DEFINITIONS.

The following terms in this Housing Plan have the meanings given to them below. Capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Housing Plan.

"100% Affordable Credit" is defined in Subsection 3.3(b) (Credit for development of 100% Affordable Housing).

"100% Affordable Housing Parcel" is defined in Subsection 3.1 (Conveyance to City or Affordable Housing Developer).

"100% Affordable Housing Project" means the building that an Affordable Housing Developer or City builds on a 100% Affordable Housing Parcel or City Land Dedication 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, including any ground floor uses permitted pursuant to the SUD and DSG, including but not limited to ground floor commercial, retail, child-care, senior center, social services, parking, or other uses, will not affect the designation of the building as a 100% Affordable Housing Project.

"100% Affordable Units" means the Residential Units restricted to an Affordable Housing Cost and located within a 100% Affordable Housing Project.

"100% Affordable For-Sale Unit" means a 100% Affordable Unit that is a For-Sale Unit.

“100% Affordable Rental Unit” means a 100% Affordable Unit that is a Rental Unit.

“Affordable Housing Conveyance Agreement” is defined in Section 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 the income level for a Household that is one person larger than the total number of bedrooms (except that studio units assume a one-person Household, and SRO units are calculated at 75% of the price of a studio); and, (b) with respect to a For-Sale Residential Unit, a purchase price based upon (i) the Area Median Income percentage permitted for the applicable type of Residential Unit, based upon the income level for a Household that is one person larger than the total number of bedrooms (except that studio units assume a one-person Household, and SRO units are calculated at 75% of the price of a studio), (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 thirty (30) year interest rate data provided by Freddie Mac, and (iv) a ten percent (10%) down payment assumption.

“Affordable Housing Developer” means an affordable housing developer selected by Developer and reasonably approved by MOHCD that will develop a 100% Affordable Housing Parcel.

“Affordable Percentage” is defined in Subsection 2.1(a)(i).

“Affordable Unit” means collectively, the 100% Affordable For-Sale Units, 100% Affordable Rental Units, Inclusionary For-Sale Units, and Inclusionary Rental Units.

“AMI” or “Area Median Income,” when used in reference to Inclusionary Units and 100% Affordable Units, means the current median income as published annually by MOHCD, derived, in part, from unadjusted income limits published by HUD, for the Metropolitan Fair Market Rent Area for the San Francisco area (San Francisco, Marin, and San Mateo Counties combined) (“**SF HMFA**”) to establish the income limits, maximum rents and sales prices that apply to affordable housing projects and programs regulated by MOHCD. Incomes are adjusted solely for Household Size and not for high housing cost area.

“City Land Dedication Agreement” is defined in Section 3.1 (Conveyance to City or Affordable Housing Developer).

“City Land Dedication Credit” means a credit towards Interim Requirements and Final Requirements earned through the dedication of land to City for the construction of a 100% Affordable Housing Project as described in Article 3.

“City Land Dedication Parcel” is defined in Subsection 3.2(d) (City Land Dedication Agreement).

“Development Agreement” is defined in the preamble of this Housing Plan.

“Development Parcel” means a Market-Rate Parcel or a 100% Affordable Housing Parcel.

“Development Phase Application” means a Development Phase Application submitted pursuant to Development Agreement Exhibit K.

“Educator Village” means the educator housing project proposed by San Francisco State University (SFSU) to be built on a portion of an undeveloped seven and one tenth (7.1)-acre parcel of land owned by the California State University and currently used as an overflow parking lot just north of Winston Drive, and bordering Lowell High School and Lakeshore Elementary School to its north. The project is currently planned to have a first phase of approximately two hundred and fifty (250) units to be rented to eligible faculty and staff of SFSU, San Francisco Unified School District, and City College of San Francisco who are part of Households earning between forty percent (40%) and one hundred and twenty percent (120%) of the Area Median Income.

“Final Completion Date” 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.

“Final Requirements” is defined in Subsection 2.1(a) (Affordable Percentage and Affordability Levels).

“For-Sale” or **“For-Sale Unit”** means a Residential Unit that is offered for sale (*e.g.*, as a condominium, for individual unit ownership) and then is sold to an individual or household.

“HCD” means the California Department of Housing and Community Development.

“Household” means one (1) 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 6.3 (In-Lieu Fee Credit).

“Inclusionary For-Sale Unit” means an Inclusionary Unit that is a For-Sale Unit.

“Inclusionary Rental Unit” means an Inclusionary Unit that is a Rental Unit.

“Inclusionary Unit” means a Residential Unit constructed in a Market-Rate Project restricted to an Affordable Housing Cost under this Housing Plan.

“Interim Measurement Date” is defined in Subsection 2.2(b) (Interim Requirements).

“Interim Requirements” is defined in Subsection 2.2(b) (Interim Requirements).

“LIHTC” means 4% or 9% tax credits available for affordable housing development from the California Tax Credit Allocation Committee (CTCAC) and/or tax-exempt bonds from the California Debt Limit Allocation Committee (CDLAC).

“Market-Rate Parcel” means a Development Parcel other than a 100% Affordable Housing Parcel on which development of Residential Units 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 Project Special Use District (SUD).

“Market-Rate Unit” means any Residential Unit constructed within the Project Site that is not subject to affordability restrictions under this Housing Plan.

“Marketing and Operations Guidelines” is defined in Section 5.2 (Generally).

“Maximum Affordable Housing AMI” is defined in Subsection 3.3(c) (Affordable Housing Conveyance Agreement).

“Maximum Average AMI” is defined in Subsection 2.1(a).

“Maximum Average Rental AMI” is defined in Subsection 2.1(a).

“Minimum 100% Affordable Units” is defined in Subsection 3.3(c) (Affordable Housing Conveyance Agreement).

“MOHCD Manual” or **“Procedures Manual”** means the San Francisco Affordable Housing Program Monitoring and Procedures Manual, as published by the Mayor’s Office of Housing and Community Development and as updated from time to time.

“MOHCD Housing Preference and Lottery Procedures Manual” means the San Francisco Affordable Housing Program for housing preference and lottery procedures, as published by the Mayor’s Office of Housing and Community Development and as updated from time to time.

“MOHCD 100% Affordable Senior Project” is defined in Subsection 3.2(a).

“Parking Charge” means an amount charged for use of a Parking Space.

“Parking Space” means a parking space serving an Affordable Unit.

“Rental Unit” means a Residential Unit that is not a For-Sale Unit.

“Residential Project” means any Building that includes Residential Units.

“Residential Unit” means a room or suite of two (2) or more rooms that is designed for residential occupancy for thirty-two (32) consecutive days or more, including provisions for sleeping, eating, and sanitation, for not more than one (1) Household. Residential Units include Dwelling Units and Group Housing Units as defined by the Planning Code as of the Effective Date.

“Restrictive Covenant” means a recorded document permanently encumbering a Market-Rate Project including Inclusionary Units or a 100% Affordable Housing Project that, (i) for a Market-Rate Project, specifies the number, location, unit designation, unit mix, and tenure of Inclusionary Units and required affordability levels in accordance with this 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 the Planning Department under Section 415, with such modifications (a) as needed to conform to this Housing Plan and (b) to make other adjustments as needed for any Inclusionary Units or 100% Affordable Units that are financed with City funding, LIHTC, and/or state or federal funding. In addition, any 100% Affordable Housing Project financed with funds from the City shall be encumbered by an additional Restrictive Covenant generally consistent with the forms used for MOHCD’s loan documents. All Restrictive Covenants will be subject to the Planning Department’s and MOHCD’s review and reasonable approval.

“Section 415” means City’s Inclusionary Affordable Housing Program (Planning Code Sections 415 and 415.1 through 415.11), in effect as of the Effective Date of the Development Agreement.

“Senior Housing Development” means an affordable or market-rate development intended for occupancy by senior citizens, and other qualified residents, in compliance with federal and state fair housing laws.

“Stonestown Affordable Housing In-Lieu Fee” is defined in Section 6.1 (Payment of Stonestown Affordable Housing In-Lieu Fee).

“Substantially Completed” or **“Substantial Completion”** means, with respect to any Residential Unit, a Temporary Certificate of Occupancy has been issued for such Residential Unit.

“Temporary Certificate of Occupancy” or **“TCO”** means a certificate issued by DBI in accordance with Section 109A.4 of the San Francisco Building Code.

“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) Affordable Percentage and Affordability Levels. Subject to Section 2.3, on the Final Completion Date, Developer must satisfy the following (collectively, the “**Final Requirements**”):

(i) the sum of the Inclusionary Units with a TCO, the City Land Dedication Credits, the 100% Affordable Credits, and the In-Lieu Fee Credits shall equal or exceed twenty percent (20%) of the total number of Residential Units constructed on the Project Site (the “**Affordable Percentage**”);

(ii) the number of Inclusionary Units with a TCO will equal at least five percent (5%) of the total number of Residential Units constructed on the Project Site (the “**Minimum Inclusionary Percentage**”);

(iii) if the Parcel E5 Dedication does not occur during Phase 3 or prior to Substantial Completion of 1,800 Residential Units, in addition to the Minimum Inclusionary Percentage, Substantial Completion of an additional one hundred thirty-three (133) Inclusionary Units (the “**Additional Inclusionary Units Requirement**”) shall apply. For the avoidance of doubt, if the Parcel E5 Dedication does occur by Phase 3 or prior to Substantial Completion of 1,800 Residential Units in accordance with Section 3.2 of this Housing Plan, the Additional Inclusionary Units Requirement shall not apply;

(iv) the City Land Dedication Credits, the 100% Affordable Credits (for the 100% Affordable Rental Units), and the Inclusionary Rental Units, taken together, shall be restricted on average at an Affordable Housing Cost that does not exceed one hundred percent (100%) of AMI (the “**Maximum Average Rental AMI**”); and

(v) the 100% Affordable Credits (for the 100% Affordable For-Sale Units), and the Inclusionary For-Sale Units, taken together, shall be restricted, on average, at an Affordable Housing Cost that does not exceed one hundred and ten percent (110%) of AMI (the “**Maximum Average For-Sale AMI**”) (clauses (iv) and (v), in either case, the “**Maximum Average AMI**”).

2.2 Project Build-Out; Interim Requirements.

(a) Phasing Flexibility. The Parties understand that, in connection with the Project phasing, Developer will have flexibility in assigning affordability restrictions and electing to pay the Stonestown Affordable Housing In-Lieu Fee on Market-Rate Units, so long as the applicable Interim Requirements and the Final Requirements are satisfied.

(b) Interim Requirements. Subject to Section 2.3, upon Substantial Completion of each six hundredth (600th) Residential Unit (each, an “**Interim**

Measurement Date”) and at all times thereafter, Developer must satisfy the following **“Interim Requirements”**:

(i) the sum of the Inclusionary Units with a TCO, City Land Dedication Credits, 100% Affordable Credits, and In-Lieu Fee Credits, as a percentage of the total Residential Units constructed on the Project Site, must equal or exceed the interim affordable percentage described in Table 2.2(b) below (each, an **“Interim Affordable Percentage”**);

(ii) the Inclusionary Units with a TCO as a percentage of the total Residential Units constructed on the Project Site, must equal or exceed the interim on-site inclusionary percentage described in Table 2.2(b) below (each, an **“Interim Minimum Inclusionary Percentage”**);

(iii) the Maximum Average AMI of the Inclusionary Units with a TCO, the City Land Dedication Credits, and 100% Affordable Credits as applied to For-Sale Units and to Rental Units must be satisfied; and

(iv) if the Parcel E5 Dedication does not occur during Phase 3 and prior to Substantial Completion of 1,800 Residential Units, additional Inclusionary Units shall be provided in the numbers and at the times described in Table 2.2(b) (the **“Interim Additional Inclusionary Unit Requirement”**). For the avoidance of doubt, if the Parcel E5 Dedication does occur prior to Substantial Completion of 1,800 Residential Units in accordance with Section 3.2 of this Housing Plan, the Interim Additional Inclusionary Unit Requirement shall not be applicable.

Table 2.2(b): Interim Requirements

Upon issuance of a Temporary Certificate of Occupancy for (and at each addition of residential units thereafter):	Interim Affordable Percentage must equal or exceed:	Interim Minimum Inclusionary Percentage must equal or exceed:	Interim Additional Inclusionary Units Requirement (only if Parcel E5 Dedication does not occur during Phase 3 and prior to Substantial Completion of 1,800 Residential Units):
600th Residential Unit	10%	0%	N/A
1200th Residential Unit	13%	2.5%	N/A

1800th Residential Unit	17%	5%	Substantial Completion of 23 Additional Inclusionary Units
2400th Residential Unit	20%	5%	Substantial Completion of 55 Additional Inclusionary Units
3000th Residential Unit	20%	5%	Substantial Completion of 55 Additional Inclusionary Units
Full build-out including Variant Sub-Area (3,491 units)	20%	5%	N/A

2.3 Calculation of Interim Requirements and Final Requirements. For the purpose of determining whether Developer has satisfied the Interim Requirements as of any Interim Measurement Date and the Final Requirements as of the Final Completion Date:

(a) Total Residential Units Calculation. All Market-Rate Units with a TCO, all Inclusionary Units with a TCO, all City Land Dedication Credits, and all 100% Affordable Credits shall be counted toward the “total number of Residential Units constructed on the Project Site” for purposes of calculating (i) the Interim Affordable Percentage and the Interim Minimum Inclusionary Percentage at each Interim Measurement Date, and (ii) the Affordable Percentage and Minimum Inclusionary Percentage at the Final Completion Date; provided that no Affordable Unit will be counted more than once.

(b) Maximum Average AMI Calculation. All Inclusionary Units with a TCO, all City Land Dedication Credits, and all 100% Affordable Credits will be counted for purposes of calculating the Maximum Average AMI at each Interim Measurement Date and at the Final Completion Date, provided that no Affordable Unit will be counted more than once;

(c) Minimum Inclusionary Percentage Calculation. All Inclusionary Units with a TCO will be counted for the purposes of calculating the Interim Minimum Inclusionary Percentage at each Interim Measurement Date and the Minimum Inclusionary Percentage at the Final Completion Date, provided that no Affordable Unit will be counted more than once;

(d) Additional Inclusionary Units Calculation. All Inclusionary Units with a TCO shall be counted for purposes of calculating the Additional Inclusionary Units Requirement at each Interim Measurement Date and at the Final Completion Date, if applicable;

(e) Affordable Percentage Calculation. All Inclusionary Units with a Temporary Certificate of Occupancy, all City Land Dedication Credits, all 100% Affordable Credits, and all In-Lieu Fee Credits will be counted for the purposes of calculating the Interim Affordable Percentage at each Interim Measurement Date and the Affordable Percentage at the Final Completion Date; provided that no Affordable Unit will be counted more than once; and

(f) City Land Dedication Parcels. For the avoidance of doubt, the City Land Dedication Credits (and not the number of Affordable Units constructed on the City Land Dedication Parcels) shall be counted towards any calculations under this Housing Plan for the purpose of determining whether Developer has satisfied the Interim Requirements as of any Interim Measurement Date and the Final Requirements as of the Final Completion Date, regardless of the number of Affordable Units actually constructed on the City Land Dedication Parcels.

2.4 Failure to Achieve Interim Requirements. If the Interim Requirements are not satisfied on an Interim Measurement Date, then City will have no obligation to issue Temporary Certificates of Occupancy or Later Approvals for any Building on the Project Site unless and until:

(a) 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);

(b) MOHCD has approved, in its sole discretion, a development plan designed to achieve the applicable Interim Requirements within the next Development Parcels, which may include requiring adequate security for such completion. In determining the need for and reasonableness of any such security, if the context applies, then MOHCD shall consider the adequacy of payment and performance bonds in accordance with Section 4.2 of the Development Agreement; or

(c) in the case of a failure to achieve the Affordable Percentage, Developer has paid the Stonestown Affordable Housing In-Lieu Fee on a sufficient number of Market-Rate Units to cause the applicable Interim Affordable Percentage to be satisfied.

Notwithstanding the foregoing, 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, Developer may elect at any time to pay the Stonestown Affordable Housing In-Lieu Fee for any Affordable Units required under this Housing Plan, subject to compliance with the Minimum Inclusionary Percentage Requirement and the Additional Inclusionary Unit Requirement, if applicable. If Developer elects to pay the Stonestown Affordable Housing In-Lieu Fee pursuant to clause (c) above with respect to any Market-Rate Units within a Market-Rate Project in-lieu of

providing Inclusionary Units and thereafter obtains a Temporary Certificate of Occupancy for the Inclusionary Units it paid an In-Lieu Fee for, then, for purposes of calculating the Affordable Percentage, Developer shall receive credit for both the Stonestown Affordable Housing In-Lieu Fee and the Inclusionary Units, and any resulting excess credit can be applied to the development of Market-Rate Units on other parcels or in other Buildings in the Project.

2.5 Household Eligibility and Affordability Limits for Affordable Units.

(a) Affordability Limits. Affordable Units must be offered for sale or lease at an Affordable Housing Cost; notwithstanding the foregoing, in no event shall the rental charge or sales price for Inclusionary Units exceed the lesser of (a) the Affordable Housing Cost, and (b) an amount that is twenty percent (20%) below the median rental charge or sales price for Market-Rate Units of comparable size for the neighborhood, or at Developer's option an On-Site Market Price approved by MOHCD as described in Section 2.5(a)(i). The methodology for determining the rental charge or sales price for Inclusionary Units shall be as set forth in the MOHCD Manual, as updated from time to time, subject to the following which shall apply to Inclusionary Units at the Project Site notwithstanding anything to the contrary in the MOHCD Manual:

(i) Establishing Market Prices. The Developer of the applicable Market Rate Building with Inclusionary Units may propose a comparable market rate to MOHCD based on the actual market rate prices as well as existing rent rolls for Market Rate Units of a comparable size within either (a) the same Building as the Inclusionary Unit, or (b) previously completed buildings within the Project Site (the "**On-Site Market Prices**"). For Rental Projects, MOHCD will average the On-Site Market Prices by unit type to determine the market price and will adjust the pricing determination for the Inclusionary Units to ensure they remain twenty percent (20%) below market rates. For For-Sale Projects, MOHCD will review the On-Site Market Prices by unit type to determine the market price and will adjust the pricing determination for the Inclusionary Units to ensure they remain twenty percent (20%) below fair market value. Any price reductions or concessions offered to market-rate renters and buyers in the same Building as the Inclusionary Units must also proportionally be offered to applicants for the Inclusionary Units; provided, however, that temporary price reductions and concessions are not considered in determining twenty percent (20%) below market rents.

(ii) Annual Increases for Occupied Inclusionary Rental Units. For occupied Inclusionary Rental Units that are in compliance, Developer may increase rent up to the lesser of 4% or an amount that would increase the rent for the Inclusionary Unit up to the maximum Affordable Housing Cost for the applicable year. Developer may increase rents for Inclusionary Units no more than once in any twelve (12) month period.

(iii) Vacant Inclusionary Rental Units. For vacant Inclusionary Rental Units, Developer may charge up to the applicable maximum Affordable Housing Cost for the applicable year.

(b) Allowable Household Income Ranges. Allowable Household Income Ranges for Affordable Units offered for sale or rent pursuant to this Housing Plan shall be as set forth in Table 2.5 below based on the applicable AMI level of the Affordable Unit (collectively, the “**Allowable Household Income Ranges**”).

Table 2.5

AMI of Affordable Unit (Affordable Housing Cost)	Allowable Household Income Range (Qualifying AMI)	
	Minimum	Maximum
55%	2x monthly rent	65% AMI
60%	2x monthly rent	70% AMI
65%	2x monthly rent	75% AMI
70%	2x monthly rent	80% AMI
75%	2x monthly rent	85% AMI
80%	2x monthly rent	90% AMI
85%	2x monthly rent	100% AMI
90%	2x monthly rent	105% AMI
95%	2x monthly rent	115% AMI
100%	2x monthly rent	125% AMI
110%	2x monthly rent	130% AMI
115%	2x monthly rent	140% AMI
120%	2x monthly rent	145% AMI
130%	2x monthly rent	150% AMI
135%	2x monthly rent	155% AMI
150%	2x monthly rent	160% AMI

2.6 Development Process.

(a) Phases of Development. Developer proposes to construct the Project in discrete Development Phases, as more particularly described in the Development Agreement. Because of the flexibility provided to Developer under this Housing Plan, Developer shall not transfer any real property within the Project Site without identifying with specificity in the Assignment and Assumption Agreement (i) the minimum and the maximum number of Residential Units that will be developed on the real property transferred, (ii) the required minimum number and percentage of Inclusionary Units and 100% Affordable Units, if any, and the AMI levels for the Inclusionary Units and 100% Affordable Units, and (iii) the maximum number of Market-Rate Units in the applicable parcel for which the Stonestown Affordable Housing In-Lieu Fee may be paid.

(b) Housing Data Table. To track Developer's obligations under this Housing Plan, at the time Developer submits a Development Phase Application (or Development Phase Application Amendment) to City, and on each Interim Measurement Date and the Final Completion Date, it will provide the Planning Director and the MOHCD Director with a housing data table and map that tracks Developer's obligations hereunder. The MOHCD Director may review and provide comments on the housing data table and map. Each housing data table and map 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 Units 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 Development Phase Application approval but for which City has not issued a Temporary Certificate of Occupancy;

(iii) the number of Residential Units in all prior Development Phases for which City has issued a Temporary Certificate of Occupancy and the approved housing tenure (rental vs. ownership) of those Residential Units;

(iv) a breakout and 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) 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) City Land Dedication Credits taken in accordance with Section 3.2; (d) 100% Affordable Credits taken in accordance with Section 3.3; (e) In-Lieu Fee Credits taken in accordance with Article 6; and (f) Inclusionary Units that do not have a Temporary Certificate of Occupancy but for which a Restrictive Covenant has been recorded; and

(v) the average AMI calculated separately for Rental Units and For-Sale Units 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 City Land Dedication Credits taken in accordance with Section 3.2; (iii) all 100% Affordable Credits taken in accordance with Section 3.3; (iv) all Inclusionary Units that have obtained a Temporary Certificate of Occupancy as of the date of the applicable housing data table; and (v) all Inclusionary Units that do not have a Temporary Certificate of Occupancy but for which a Restrictive Covenant has been recorded.

3. LAND DEDICATION FOR DEVELOPMENT OF 100% AFFORDABLE HOUSING PROJECTS

3.1 Conveyance to City or Affordable Housing Developer. Developer may elect to convey up to three (3) Development Parcels, at Developer's election, to City (each a "**City Land Dedication Parcel**") or one (1) or more Affordable Housing Developers (each a "**100% Affordable Housing Parcel**") for the development of 100% Affordable Housing Projects. Developer shall receive credit in accordance with this Article 3 towards the Interim Requirements and Final Requirements for such land dedication for 100% Affordable Housing Projects. Dedication of parcels to the City will be subject to MOHCD's determination that any such site is suitable for development of a 100% Housing Project after Developer's submittal of MOHCD's required third party reports and information.

3.2 Conveyance to City.

(a) Parcel E5. If Developer elects to dedicate Parcel E5 to MOHCD (the "**Parcel E5 Dedication**") for the development of a 100% Affordable Housing Project, MOHCD shall prioritize the development of a 100% Affordable Housing Project that is a Senior Housing Development on Parcel E5 (the "**MOHCD 100% Affordable Senior Project**"). If the Parcel E5 Dedication does not occur, Developer shall use commercially reasonable efforts to provide a Senior Housing Development in Phase 3 of the development, provided that commercially reasonable efforts shall not include selling a parcel for such Senior Housing Development at a discount from other market-rate lots in the Project.

(b) Additional Parcels. Any additional parcels dedicated to City in accordance with this Article 3 will be prioritized for family housing, with a maximum unit count of one hundred and fifty (150) per parcel, unless MOHCD consents to a higher unit count.

(c) City Land Dedication Agreement. The conveyance of a City Land Dedication Parcel (in fee simple) will be pursuant to a written conveyance or option agreement (a "**City Land Dedication Agreement**"), pursuant to which, among other things, Developer and City covenant and agree that:

(1) Developer shall convey the City Land Dedication Parcel in fee simple to City for no cost, fee, or expense of any type, including any closing costs, title insurance costs or expenses, transaction fees, notary fees, or other expenses;

(2) Developer shall convey the City Land Dedication Parcel in development-ready condition, meaning free and clear of any structures, served by all necessary infrastructure and utilities (except back of the curb infrastructure and utilities, which will not be constructed by Developer), secured by a fence, and free and clear of any encumbrances and adverse title conditions;

(3) Developer shall conduct a Phase 1 and Phase 2 Environmental Assessment on the parcel to be dedicated. Should remediation be required, Developer shall, at MOHCD's discretion, either

remediate the City Land Dedication Parcel or provide MOHCD adequate funding, supported by a remediation budget from a qualified environmental consultant, to remediate the parcel before transferring the parcel;

(4) City shall select a developer to construct and obtain a Temporary Certificate of Occupancy for a minimum number of 100% Affordable Units that can be built on the City Land Dedication Parcel under the height, bulk, massing, unit mix, and other controls in the DSG and SUD as determined by a test fit study produced by Developer and reviewed and approved by MOHCD, such approval not to be unreasonably withheld (the “**Test Fit Study**”);

(5) the City Land Dedication Agreement will require that Developer comply with Subsections (2) and (3) of this Subsection (the “**Dedication Conditions Precedent**”) within five (5) years of the date of entering into the City Land Dedication Agreement, subject to extension for Excusable Delay. The City Land Dedication Agreement will provide City an option to take title to the parcel within one (1) year after Developer meets such requirements. Until City takes title to the parcel, all obligations to secure and maintain the parcel and all liability for the parcel remain with Developer.

(d) Credit for Land Dedication to City for 100% Affordable Housing. For purposes of calculating whether the Interim Requirements and Final Requirements have been satisfied as of any Interim Measurement Date and at the Final Completion Date, Developer will receive a number of “**City Land Dedication Credits**” as follows:

(1) One-third (1/3) of the number of units that can be built on the City Land Dedication Parcel pursuant to the Test Fit Study upon entering into a City Land Dedication Agreement with City, and

(2) One-third (1/3) of the number of units that can be built on the City Land Dedication Parcel pursuant to the Test Fit Study upon satisfaction of the Dedication Conditions Precedent.

For the avoidance of doubt, Developer shall receive a maximum number of City Land Dedication Credits equal to two-thirds (2/3) of number of units that can be built on the City Land Dedication Parcel pursuant to the Test Fit Study regardless of the number of 100% Affordable Units actually constructed on the City Land Dedication Parcel, and only the City Land Dedication Credits shall be factored into the calculation of Interim and Final Requirements as set forth in Article 2 above, and not the total number of 100% Affordable Units constructed on the Land Dedication Parcel. The units credited will be assumed to be Rental Units at fifty-five percent (55%) AMI. If MOHCD disagrees with the Test Fit Study, the parties shall meet and confer and seek to expeditiously agree upon the number of units that can reasonably fit on the proposed parcel. If the parties cannot so agree, Developer may withdraw the offer of dedication in its sole discretion.

(e) No Other Developer Obligations. Developer's sole obligations with respect to any City Land Dedication Parcel are those set forth in this Section 3.2 and any City Land Dedication Agreement. Nothing in this Housing Plan requires Developer to contribute funds to MOHCD or any other person to complete the 100% Affordable Housing Projects on the City Land Dedication Parcels, however (i) if Developer proposes to locate either the Child Care Facility or Senior Center (as described in Exhibit Q of the Development Agreement) on the City Land Dedication Parcel and if MOHCD agrees to such a proposal, then the Land Dedication Agreement will include additional Developer obligations including the requirement to fund some or all of the cold shell, warm shell, or tenant improvement costs required, and (ii) as set forth in the Phasing Plan, if Parcel E5 includes a 100% Affordable Project or 100% Affordable Parcel, the E5 Mid-Block Passage shall be linked to such 100% Affordable Project or 100% Affordable Parcel in accordance with Section 9.6.1(b)(2) of the Phasing Plan, and the Land Dedication Agreement will require Developer to fund the reasonable and actual cost of construction of the E5 Mid-Block Passage.

3.3 Conveyance to Affordable Housing Developer.

(a) Selection of Affordable Housing Developer. Developer must obtain MOHCD's written approval prior to selecting an Affordable Housing Developer, which approval cannot be unreasonably withheld.

(b) Parcels other than E5. Any 100% Affordable Housing Parcel other than Parcel E5 that is conveyed to an Affordable Housing Developer will be utilized for family housing, with a maximum unit count of one hundred and fifty (150) per parcel, unless MOHCD consents to a different use or higher unit count.

(c) Affordable Housing Conveyance Agreement. The conveyance of a 100% Affordable Housing Parcel (in fee simple) will be pursuant to a written conveyance or option agreement (an "**Affordable Housing Conveyance Agreement**"), pursuant to which, among other things, Developer and Affordable Housing Developer covenant and agree that:

(i) Developer shall convey the 100% Affordable Housing Parcel (or other right of control) to the Affordable Housing Developer for no cost, fee, or expense of any type, including any closing costs, title insurance costs or expenses, transaction fees, notary fees, or other expenses;

(ii) Developer shall convey the 100% Affordable Housing Parcel in development-ready condition, meaning free and clear of any structures, served by all necessary infrastructure and utilities (except back of the curb infrastructure and utilities, which will not be constructed by Developer), secured by a fence, and free and clear of any encumbrances and adverse title conditions;

(iii) 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**”);

(iv) Developer shall provide funding in an amount and upon such terms as agreed to between Developer and Affordable Housing Developer as set forth in the Affordable Housing Conveyance Agreement;

(v) 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 100% Affordable Housing Project;

(vi) if Affordable Housing Developer does not obtain TCO for the 100% Affordable Housing Project contemplated by the Affordable Housing Conveyance Agreement within five (5) years of the execution of the Affordable Housing Conveyance Agreement, subject to Excusable Delay, then at Developer’s option, all right, title, and interest to the parcel subject to the Affordable Housing Conveyance Agreement and any improvements and personal property thereon shall be reconveyed to Developer, and in the event of such reconveyance any credits previously credited at time of the land conveyance for the same will be reversed and Developer will pay an additional Stonestown Affordable Housing In-Lieu Fee amount on a number of units sufficient to meet the minimum Affordable Percentage.

(d) Credit for the Development of 100% Affordable Housing. For purposes of calculating whether the Interim Requirements and Final Requirements have been satisfied as of any Interim Measurement Date and at the Final Completion Date, Developer will receive credit for the 100% Affordable Housing Parcels as follows (“**100% Affordable Unit Credits**”):

(i) one-third (1/3) of the Minimum 100% Affordable Units, at the Maximum Affordable Housing AMI, upon entering into an Affordable Housing Conveyance Agreement with an Affordable Housing Developer;

(ii) one-third (1/3) of the Minimum 100% Affordable Units, 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 this Housing Plan;

(iii) upon issuance of a TCO for each 100% Affordable Housing Project, Developer shall (i) receive one (1) 100% Affordable Unit Credit for each 100% Affordable Unit constructed within an 100% Affordable Housing Project, subtracted by (ii) the total number of 100% Affordable Unit Credits previously earned by Developer for such 100% Affordable Housing Project as described in the previous paragraph (i.e., any “2/3” credits), such that the total number of

100% Affordable Unit Credits earned by Developer are the same as the number of 100% Affordable Units actually constructed in the 100% Affordable Housing Project.

(iv) if Affordable Housing Developer does not obtain TCO for a particular 100% Affordable Housing Project by the completion of the Term of the Development Agreement, subject to Excusable Delay, any 100% Affordable Unit Credits previously credited for such 100% Affordable Housing Project will be reversed and Developer will pay an additional Stonestown Affordable Housing In-Lieu Fee on a number of units sufficient to meet the minimum Affordable Percentage. In such event, the additional Affordable Housing In-Lieu Fee paid by Developer shall not count towards Developer's 390 unit in-lieu fee cap.

(e) No Other Developer Obligations. Developer's sole obligations with respect to the development of 100% Affordable Housing Projects on the 100% Affordable Housing Parcels are those set forth in this Section 3.3 and any Affordable Housing Conveyance Agreement, however (i) if Developer proposes to locate either the Child Care Facility or Senior Center (as described in Exhibit Q of the Development Agreement) on the 100% Affordable Housing Parcel and if MOHCD agrees to such a proposal, then the Affordable Housing Conveyance Agreement will include additional Developer obligations including the requirement to fund some or all of the cold shell, warm shell, or tenant improvement costs required, and (ii) as set forth in the Phasing Plan, if Parcel E5 includes a 100% Affordable Project or 100% Affordable Parcel, the E5 Mid-Block Passage shall be linked to such 100% Affordable Project or 100% Affordable Parcel in accordance with Section 9.6.1(b)(2) of the Phasing Plan and the Affordable Housing Conveyance Agreement will require Developer to fund the reasonable and actual cost of construction of the E5 Mid-Block Passage.

4. INCLUSIONARY HOUSING REQUIREMENTS

4.1 Market-Rate Projects. Developer may elect, but shall not be obligated, to provide Inclusionary Units within one (1) or more Market-Rate Projects. Within any such Market-Rate Project, there will be no minimum number of Inclusionary Units unless specified in a Developer's Assignment and Assumption Agreement, so long as the Interim Requirements are met by each Interim Measurement Date and the Final Requirements are met as and when required, in each case on a Project Site-wide basis. Any such election shall be memorialized in a recorded Restrictive Covenant prior to Commencement of Construction of the applicable Market-Rate Project.

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. Except for financing that may be provided by an Enhanced Infrastructure Financing District formed by the City for the Project, City has no obligation to provide any funding, loans, grants, or subsidies to support the construction of any Market-Rate Project or Inclusionary Units under this 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 Housing Plan for such Inclusionary Unit at the affordability level set forth in the applicable Restrictive Covenant.

4.4 Restrictive Covenant. Each Restrictive Covenant for a Market-Rate Parcel to be developed with Inclusionary Units must include the following:

(a) a table outlining the total number of Residential Units and the number and location of the Inclusionary Units with the maximum Affordable Housing Cost level for each Inclusionary Unit that the Developer intends to build on the Market-Rate Parcel. The table shall include for each affordable unit, the unit number, square footage, floor level, number of bedrooms, number of bathrooms, and AMI levels;

(b) a reduced set of high-resolution plans noting the unit number, square footage, AMI level, number of bedrooms, number of bathrooms, and location of the Inclusionary Units;

(c) a requirement to provide and maintain the Inclusionary Units at the specified maximum Affordable Housing Cost level for the life of the Market-Rate Project;

(d) for Rental Units, a covenant to keep the Inclusionary Units as Rental Units for the life of the Market-Rate Project, unless converted to a For-Sale Unit pursuant to the process set forth in the MOHCD Manual, as amended from time to time; and

(e) City as the regulatory authority under the Planning Code, with the right to enforce under Planning Code Section 176 the restrictions and covenants and recover penalties, fees, and costs in any enforcement action, including but not limited to, any time by the San Francisco City Attorney's Office.

(f) The Restrictive Covenant shall specify that project applicants shall adhere to the marketing, lottery, monitoring, and enforcement procedures outlined in the MOHCD Manual, subject to any modifications set forth in this Housing Plan.

5. PROCEDURES FOR MONITORING AND ENFORCEMENT

5.1 MOHCD Manual.

(a) Except to the extent modified by this Housing Plan, procedures for renting or selling an Inclusionary Unit must conform to the MOHCD Manual.

(b) To the extent that the MOHCD Manual is inconsistent with or conflicts with the requirements of this Housing Plan or the Development Agreement, this Housing Plan and Development Agreement will prevail.

(c) Notwithstanding any current or future provisions of MOHCD Manual:

(i) all Affordable Units must be developed and constructed on the Project Site and Developer shall have no option, and shall not receive any credit, to develop or construct any Affordable Unit on a parcel not within the Project Site;

(ii) Inclusionary Units shall be designated in accordance with Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing Program);

(iii) nothing in this Housing Plan or the MOHCD Manual shall prevent Developer from subdividing a parcel containing 100% Affordable Units or Inclusionary Units into separate condominium units prior to initially offering such Affordable Units for sale or rent in accordance with this Housing Plan, provided that all residential units of the principal project shall comply with the rental or ownership tenure selected by the Developer. For any 100% Affordable Housing Project or Market Rate Project with Inclusionary Units, Developer shall not have a mix of rental units and ownership units within the principal project;

(iv) During lottery processing in accordance with the MOHCD Manual, Developer shall have the right (but not the obligation) to notify up to fifty (50) or more applicants at a time by mail, email, phone, text messaging and through their alternate contact listed on their lottery application in rank order by preference pool. Developer may also elect to notify applicants in smaller pools, at Developer's discretion.

(v) If Affordable Units are still available after exhausting the original lottery list in accordance with the MOHCD Manual and the MOHCD Housing Preference and Lottery Procedures Manual, as modified by this Housing Plan, Developer may offer such units on a first-come, first-served basis.

(vi) Developer of Affordable Units is not obligated to construct or otherwise provide or make available Parking Spaces for any Building and may determine, in its sole discretion, the number of Parking Spaces serving the applicable Market-Rate Project or 100% Affordable Housing Project, in accordance with the requirements of the SUD. If Parking Spaces are made available to a Market-Rate Project, the Parking Spaces must be proportionally allocated to Inclusionary Units in accordance with the MOHCD Manual. All Parking Spaces made available to households renting or purchasing Inclusionary Units will be offered and priced in accordance with the MOHCD Manual.

5.2 Marketing.

(a) Generally. Developer may not market or rent 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 and the MOHCD Housing Preference and Lottery Procedures Manual.

(b) Marketing and Operations Guidelines.

(i) No later than eight (8) months before issuance of a TCO for a 100% Affordable Housing Project or a Market-Rate Project containing Inclusionary Units, or such other timing as mutually agreed upon by MOHCD and Developer, Developer shall deliver to MOHCD for MOHCD's review and approval proposed Marketing and Operations Guidelines for the applicable 100% Affordable Housing Project or Market-Rate Project containing Inclusionary Units.

(ii) MOHCD will review and grant or withhold its approval of each set of Marketing and Operations Guidelines in its reasonable judgment. All marketing, outreach, and sales or lease procedures for Affordable Units shall be in compliance with the MOHCD Manual, subject to any modifications pursuant to this Housing Plan, except to the extent that a deviation is approved (or deemed approved) by MOHCD as part of the Marketing and Operations Guidelines.

5.3 Planning Code Section 415. Due to the detail set forth in this Housing Plan and the differences between City's inclusionary program under Section 415 and this Housing Plan, Section 415 of the Planning Code shall not apply to the Project, except as follows: (i) the location of the Inclusionary Units within a Market-Rate Project shall be approved by City in accordance with the standards and practices established for Section 415 and as outlined in Zoning Administrator Bulletin 10, (ii) all Affordable Units will be subject to the lottery system established by MOHCD under Section 415 and Chapter 47 of the Administrative Code (including without limitation, the veterans priority), and (iii) MOHCD will monitor and enforce the requirements applicable to Affordable Units under this Article 5 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 Housing Plan. To the extent Section 415 and Chapter 47 are incorporated into and apply to actions under this Housing Plan, it will mean Section 415 and Chapter 47 in effect as of the Effective Date of the Development Agreement.

5.4 Monitoring and Enforcement. MOHCD and the Planning Department shall be responsible for overseeing and monitoring the Affordable Units. Failure to comply with the provisions in the MOHCD Manual (subject to any modifications set forth in this Housing Plan) as it applies to Affordable Units provided under this Housing Plan shall be deemed a violation of the Planning Code subject to enforcement and penalties as set forth in Planning Code Sections 415.9 and 176 and in the MOHCD Manual. The Restrictive Covenant shall specify that project applicants shall adhere to the marketing, monitoring, and enforcement procedures outlined in the MOHCD Manual, in effect at the time of a project approval, subject to any modifications set forth in this Housing Plan. For the avoidance of doubt, notwithstanding anything to the contrary herein, MOHCD will monitor and enforce the requirements applicable to Affordable Units on a Building-by-Building basis and not on a Project-wide basis, such that the failure of one (1) Building to comply with the requirements under this Article 5 shall not constitute a failure by any other Building, and City will only have the right to enforce such requirements against the Building that failed to satisfy the requirements of this Article 5.

6. STONESTOWN AFFORDABLE HOUSING IN-LIEU FEE

6.1 Payment of Stonestown Affordable Housing In-Lieu Fee. Except as otherwise provided in Section 3.3(d), Developer may elect to pay an affordable housing fee (the

“**Stonestown Affordable Housing In-Lieu Fee**”) on not more than three hundred ninety (390) Market-Rate Units to satisfy the requirements of this Housing Plan. In consideration of these requirements, City has determined that Section 415 does not apply to the Project (except as expressly referred to or applied in this Housing Plan) and has waived the collection of fees under Section 415 from the Project Site.

6.2 Calculation of Fee. The Stonestown Affordable Housing In-Lieu Fee rate will be the per-square-foot rate for in-lieu payment set forth in the Inclusionary Housing Program Fee Schedule established and published by the Planning Department in accordance with Planning Code Section 415.5(b) in effect as of the Effective Date, subject to annual escalation in accordance with the methodology provided in Planning Code Section 409 as of the Effective Date, payable for each Market Rate Unit for which Developer elects to pay the Stonestown Affordable Housing In-Lieu Fee as follows: Developer may select any number of Market-Rate Units in each Building on which to pay the Stonestown Affordable Housing In-Lieu Fee, however the unit size upon which the fee is due will be calculated by dividing the Gross Floor Area of residential use in the Market-Rate Project for which the Developer elects to pay the Stonestown Affordable Housing In-Lieu Fee (not counting any portion of the Gross Floor Area that is allocated to Inclusionary Units) by the number of Market Rate Units in that Building.

6.3 In-Lieu Fee Credit. Developer shall receive one (1) “**In-Lieu Fee Credit**” for each Market-Rate Unit for which Developer has paid the Stonestown Affordable Housing In-Lieu Fee. Developer may elect to pay any amount in fees that it chooses as long as Developer meets the Interim Requirements and Final Requirements.

6.4 Payment of Fee. City will collect the Stonestown 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 Stonestown Affordable Housing In-Lieu Fee. The Stonestown Affordable Housing In-Lieu Fee shall be payable to DBI’s Development Fee Collection Unit for application as set forth in Section 7.5 of this Housing Plan.

6.5 Use of Fees. MOHCD will make good-faith efforts to use all Stonestown Affordable Housing In-Lieu Fees generated by the Project for the creation of affordable housing, with a priority afforded in the following order: first to the Educator Village, then to the development of 100% Affordable Units on the Project Site or within two (2) miles of the Project Site.

7. SUBSIDIES AND GRANTS. Development projects that must meet inclusionary/affordable housing requirements as negotiated in City Development Agreements (DAs) that are not funded by MOHCD (“**DA Projects**”) must contact MOHCD before preparing any loan or grant applications to any State agency, including but not limited to, the California Department of Housing and Community Development (HCD), the California Housing Finance Agency (CalHFA), or the Strategic Growth Council (SGC), or any allocations of nine percent (9%) tax credits from the California Tax Credit Allocation Committee (CTCAC). When contacting MOHCD, DA Projects should submit self-scores, proforma, and other relevant project information in advance to assist the MOHCD team in analyzing the DA Project’s competitiveness and feasibility. MOHCD will assess the demand for the particular program funds from MOHCD-funded projects and determine, based on the current program regulations

and the competitiveness of City projects, whether an application from the DA Project will jeopardize a City project.

For all subsidies, loans, grants, or tax-exempt bonds from the State agencies listed above (“**State Sources**”), Developer must obtain MOHCD’s consent before submitting an application. MOHCD may only withhold consent if they can demonstrate that another project funded by MOHCD is applying for the same State Source, is further along in the development process, and the likelihood of this other project being awarded the State Source would be significantly reduced by Developer submitting an application for the State Source. If Developer believes that MOHCD has unreasonably withheld consent to apply to a State Source, Developer has the right to meet and confer with MOHCD to discuss a resolution. Applications for allocations of four percent (4%) tax credits from the California Tax Credit Allocation Committee (CTCAC) and/or tax-exempt bonds from the California Debt Limit Allocation Committee (CDLAC) do not require consent of MOHCD.

8. COSTA-HAWKINS RENTAL HOUSING ACT

8.1 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)). 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 Affordable Units. The Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because the 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). City and Developer would not be willing to enter into the Agreement without the understanding and agreement that the Costa-Hawkins Act provisions set forth in the California Civil Code Section 1954.52(a) do not apply to the Affordable Housing Units as a result of the exemption set forth in California Civil Code Section 1954.52(b) for the reasons specified above.

8.2 General Waiver regarding Affordable 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 the Agreement related to the establishment of the Affordable 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 the Agreement, and the Parties should not have the benefits of the Agreement without the burdens of the 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 the Agreement as to the portion of the Project under the ownership of Developer.

8.3 Notification. Developer shall include the provisions of Article 6 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 Affordable Units.

9. MISCELLANEOUS

The following provisions apply to this Housing Plan in addition to those in Article 14 of the Agreement (Miscellaneous Provisions).

9.1 Third-Party Beneficiaries. There are no express or implied third-party beneficiaries of this Housing Plan.

9.2 Notices to MOHCD. Notices given under this Housing Plan are governed by Section 14.11 (Notices) of the 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:

David Chiu, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: RE/Finance

9.3 Severability. If any provision of this 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 Housing Plan or the application of such provision to any other person or circumstance, and the remaining portions of this 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 Housing Plan, the Parties shall promptly modify this 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 C

List of Initial Approvals

Final approval actions by the City and County of San Francisco Board of Supervisors for the Stonestown Development Project

1. **Ordinance [] (File No. 240410):** Approving a Development Agreement for the Stonestown Development Project between the City and County of San Francisco and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P, a Delaware limited partnership; waiving or modifying certain provisions of the Administrative Code, Planning Code, Subdivision Code, Campaign and Governmental Conduct Code, and Public Works Code; and adopting findings under the California Environmental Quality Act, and findings of consistency with the General Plan and Planning Code priority policies.
2. **Ordinance [] (File No. 240409):** Amending the Planning Code and the Zoning Map to establish the Stonestown Mixed-Use District (SMD), the Stonestown Special Use District (SUD), the Stonestown Special Sign District (SSD), and the Stonestown Mixed-Use Height and Bulk District (HBD); and adopting findings under the California Environmental Quality Act, and findings of consistency with the General Plan and Planning Code priority policies
3. **Ordinance [] (File No. 240575):** Amending the General Plan to refer to the Stonestown Development Project; and adopting findings under the California Environmental Quality Act, and findings of consistency with the General Plan and Planning Code priority policies.
4. **Motion No. [] (File No. []):** Affirming the Planning Commission's certification of the Final Environmental Impact Report prepared for the Stonestown Development Project.

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. 21559:** Certifying the Final Environmental Impact Report for the Stonestown Development Project.
2. **M No. 21560:** Adopting California Environmental Quality Act findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.
3. **R No. 21562:** Recommending to the Board of Supervisors approval of the General Plan Amendments and adopting General Plan Consistency Findings.

4. **R No. 21563:** Recommending to the Board of Supervisors approval of amendments to the Planning Code and the Zoning Map to establish the Stonestown Mixed-Use District, the Stonestown Special Use District, the Stonestown Special Sign District, and the Stonestown Mixed-Use Height and Bulk District.
5. **M No. 21565:** Approving the Stonestown Design Standards and Guidelines.
6. **R No. 21564:** Recommending to the Board of Supervisors approval of a Development Agreement between the City and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P, a Delaware limited partnership.
7. **M No. 21561:** Adoption of findings with the recommendation of Recreation and Park Commission that the project would have no adverse impact on publicly accessible open space under the jurisdiction of the San Francisco Recreation and Park Commission, as required by Planning Code Section 295.

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. 2405-001:** Recommending to the Planning Commission that the net new shadow cast by the proposed project will not have a significant adverse impact on the use of parks, pursuant to Planning Code Section 295.
2. **R No. 2405-007:** Consenting to and recommending that the Board of Supervisors approve a Development Agreement between the City and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P, a Delaware limited partnership.

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 240521-055** consenting to a Development Agreement between the City and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P, a Delaware limited partnership.
2. San Francisco Public Utilities Commission (SFPUC) **Resolution Number 24-0129** consenting to a Development Agreement between the City and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P, a Delaware limited partnership.

3. San Francisco Public Works (SFPW) **Order Number 210567** approving an exception to the subdivision regulations related to the auxiliary water supply system (AWSS) for the Stonestown Development Project.

Infrastructure Plan

Stonestown
SAN FRANCISCO, CALIFORNIA

April 2024



CARLSON,
BARBEE &
GIBSON, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS

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Figure 13.3 Street Light Locations

APPENDIX

- Appendix A – Preliminary Geotechnical Report
- Appendix B – SFPUC Water Calculator Output
- Appendix C – Preliminary Low Pressure Water Hydraulic Model
- Appendix D – SFPUC BMP Calculator Output
- Appendix E – Large Vehicle Turning Movements
- Appendix F – Emergency Vehicle Turning Movements
- Appendix G – Transit Turning Movements
- Appendix H – Large Format Dimensioned Fire Access Plan
- Appendix I – Signal Warrants (Fehr & Peers)
- Appendix J – Signal Phasing and Sight Triangles at Buckingham Way (S) and 20th Avenue (Fehr & Peers)
- Appendix K – Sight Triangles at Buckingham Way (S) and 20th Avenue (Fehr & Peers)
- Appendix L – SFPW BOE – Hydraulics – Hydraulic Boundary Conditions Technical Memo

1 INTRODUCTION

1.1 Purpose

The Infrastructure Plan ("Plan") describes the required infrastructure improvements to be constructed to support the redevelopment of the Stonestown Galleria ("Project"). The Plan outlines the infrastructure related elements of the Project's proposed redevelopment of the existing surface parking lots, while supporting the active uses of the existing Mall that is to remain. The Plan presents the existing and proposed infrastructure components and systems, including demolition, corrective geotechnical measures, site grading, street and multi-modal transportation systems, open space improvements, sustainability and resiliency considerations, potable water system, auxiliary water system, non-potable water system, combined sewer system, stormwater management controls, and dry utility system. The Plan also identifies the responsible parties for the design, construction and maintenance of the infrastructure.

1.2 Site Location, Area and Existing Uses

The Project is located on the west side of San Francisco. The Project is situated amongst a number of significant San Francisco institutions, parks, neighborhoods and a transportation corridor. The Project is bound by San Francisco State University campus and Buckingham Way to the west and south; Lowell High School and Rolph Nicol Jr. Playground to the northwest; St. Stephen Catholic Church, YMCA and Eucalyptus Drive to the north; and 19th Avenue and Muni M-Line to the east. Winston Drive bisects the Project east to west. Buckingham Way loops through and around the Project along the south, west and north. Accordingly, the segments of Buckingham Way have been designated with the respective direction ((S), (W), (N)) for the purposes of this Plan. The Project location and regional context are depicted on Figure 1.0.

The Project site is approximately 30 acres of privately-owned land exclusive of the approximately 11-acre indoor shopping center (Stonestown Galleria / Mall). It is comprised of approximately 3 acres of private streets and 26.9 acres of existing surface parking lots and loading zones. The 3 acres of private streets include 20th Avenue from Eucalyptus Drive to Buckingham Way (S), and Buckingham Way (N) and (W), north of Winston Drive to 20th Avenue. Winston Drive between Buckingham Way (W) and 20th Avenue is an existing Unaccepted Street per Article 9 of the City and County of San Francisco Public Works Code ("Article 9 Unaccepted Street"). This includes the portion of Winston Drive that is depressed under the existing Mall known as the Winston Tunnel. The remainder of Winston Drive, east and west of the Article 9 segment, is a public street, owned by the City of San Francisco. Buckingham Way (S) is also a public street.

The existing Parcels that comprise the Project site are as follows and as depicted on Figure 1.1:

Table 1.1: Existing Developer Property

Existing Parcel / Lot	Land Use	Lot Area (SF)
7295-035	Parking Lot	278,031
7295-006 and 007	Open Space	7,356
7295-037	Private Street	98,268
7295-038	Main Mall and Parking Lot	946,872
7295-004	Whole Foods	89,070
7296-005	Southern Mall and Parking Lot	195,354
7296-006	Southern Mall	72,190
7296-007	Parking Garage	67,458
7296-008	Parking Lot	27,102
7296-009	Mall Over Winston Drive	21,368
7296-010	Mall Over Winston Drive	1,650
7295-002	Valley Christian Center of Dublin (Brave Church)	33,158
TOTAL AREA		1,837,877

1.3 Proposed Development Program

The Project includes the redevelopment of the existing surface parking lots to structured parking in order to provide available land for the transformation of the site from a Retail Center to a Town Square with a mix of land uses. The proposed land uses include new residential units, commercial spaces, open spaces and community amenities, while improving the circulation networks with enhanced pedestrian and bicycle facilities with connections to adjacent neighborhoods.

The Project in total will construct up to approximately 5.2 million gross square feet (gsf) of uses, included approximately 3,490 residential units, 160,000 gsf of new retail uses, up to 96,000 gsf of office uses, and approximately 63,000 gsf of public community spaces. The majority of the buildings will range from 40' to 90' tall. There are five taller buildings located at the west side of the Mall, and south end of 20th Avenue that rise up to 190' tall. Approximately 6 acres of privately-owned open spaces will be integrated into the Project, including parks, plazas, and linear green spaces. All of the proposed uses have been carefully planned to surround and preserve the existing Mall, which will remain. The proposed land uses for each proposed development block are summarized in Table 1.2.

Table 1.2: Anticipated Development Program (Maximum Development Scenario)

Development Block	GSF Residential	GSF Retail	GSF Office	GSF CIE	GSF Total	Residential Unit Count	Parking Spaces
E1	397,409	14,383	12,000	0	423,792	352	556
E2	0	24,000	47,000	0	71,000	0	0
E3E	321,500	17,000	0	20,000	358,500	381	378
E4	303,000	17,000	0	0	320,000	278	507
E5	125,000	4,000	0	11,500	140,500	201	159
E6	0	0	0	18,000	18,000	0	0
E7	0	0	12,000	4,000	16,000	0	0
W1	177,000	9,000	0	0	186,000	160	110
W2	0	10,000	0	6,000	16,000	0	770
W3	334,421	12,868	0	0	347,289	326	408
W4	304,738	11,949	0	0	316,687	305	163
S1	294,000	16,000	13,000	0	323,000	278	86
S2	390,000	20,000	12,000	0	422,000	346	646
S3	358,000	0	0	0	358,000	315	389
NW1	291,153	0	0	3,500	294,653	318	390
NW2	191,418	3,800	0	0	195,218	209	0
NW3	46,361	0	0	0	46,361	22	49
TOTALS	3,534,000	160,000	96,000	63,000	3,853,000	3,491	4,611

The proposed land uses are planned within a number of proposed development blocks. The Project will be subdivided to create parcels that align with the Development Blocks, open space areas and streets. See the proposed Site Plan with Development Blocks and proposed Parcels depicted on Figure 1.2.

The development program may be adjusted in the future provided that it remains within the limits analyzed under the Project EIR. The Project utility demands and infrastructure requirements have been based on the maximum development program that results in the highest utility demands, as analyzed under the Project EIR. Accordingly, future adjustments are not anticipated to significantly change the overall utility demands or general infrastructure requirements for the Project outlined in this Plan.

1.4 Infrastructure Plan Overview

The Infrastructure Plan defines the required infrastructure to be provided by the Project Sponsor to support the development of the Project. The Plan includes the required infrastructure within and adjacent to the Project Site. The obligations for design, construction, operation and maintenance of the required infrastructure are described in the Plan.

1.5 Companion Documents

The design of the Project is guided by the Design Standards and Guidelines (“DS&G”), Infrastructure Plan and Transportation Plan that together make up the “Plan Documents”. The

DS&G sets the vision, standards and guiding principles for the redevelopment of the Project Site as a mixed-use Town Square. It contains the controls relating to the design of streets, open spaces and buildings. It also outlines project features to create a sustainable neighborhood with a focus on strategies to achieve a resilient environment for the project site and surrounding neighborhoods. The Infrastructure Plan has been coordinated with these Companion Documents to ensure the infrastructure systems support the goals of the Project.

1.6 Master Utility Plans

Master Utility Plans (“MUPs”) will be prepared based upon this Infrastructure Plan. The MUPs will provide further details of the Project Site grading and utility systems, including utility modeling. The MUPs will be reviewed and approved by the SFPUC prior to the submittal of the Basis of Design (“BOD”).

1.7 Sustainability and Resilience

The Project intends to build a sustainable and resilient community compliant with current City ordinances, standards and goals. A full Sustainability Matrix for the Project is available within the DS&G, Appendix D. The matrix includes goals and standards for Healthy Air, Robust Ecosystem, Renewable Energy, Zero Waste and Clean Water.

1.8 Public and Private Infrastructure

The Project infrastructure is a coordinated combination of public and private components of each infrastructure system to support the Project. The proposed infrastructure will maintain a similar arrangement of public and private systems as the existing condition and provide coordinated systems within the reconfiguration of the proposed street network. The proposed infrastructure will also minimize the extents of publicly maintained utility systems within the privately maintained streets and open spaces to the extent feasible.

1.8.1 Public Infrastructure

1.8.1.1 Existing Infrastructure

The existing public infrastructure includes the street and utilities within Winston Drive, Buckingham Way (S) and 19th Avenue existing rights-of-way. Additionally, there are existing public utilities that extend through the private portions of the Project within existing public utility easements. These include segments of combined sewer, low pressure water and DTIS. PG&E and communication companies also have existing dry utilities within easements throughout the project site. The existing public rights-of-way and public utilities within public utility easements are depicted on Figure 1.3.1.

1.8.1.2 Proposed Infrastructure

Winston Drive, Buckingham Way (S) and 19th Avenue will remain as public streets. Winston Drive between Buckingham Way (W) and 20th Avenue will remain as an Article 9 Unaccepted Street. The reconfiguration of Winston Drive west of the Winston Tunnel will require vacation of portions of existing right-of-way and dedication of new public right-of-way in order to align the right-of-way with the new alignment of the street as depicted on Figure 1.3.2. The utilities within the public rights-of-way will include a combination of public and private infrastructure, as shown in this Infrastructure Plan, with the exception of the private combined sewer collecting street drainage from the Article 9 Unaccepted Street area and the street lights within the Article 9 Unaccepted Street Area.

The low-pressure water and auxiliary water supply systems within segments of 20th Avenue will be public within easements. These utility systems within private streets are necessary to remain public as there are existing services to surrounding buildings outside of the Project that are connected to and provided fire protection from these water systems. Refer to Sections 8 and 10 for more information.

The combined sewer (CS) system that routes existing public upstream wastewater flows through the site (Buckingham Way (S) through NW1 to existing pipeline in Lowell High School) will be rerouted into segments of the new private streets of 20th Avenue, Buckingham Way (W) and Street C to maintain the existing system conveyance patterns and flows. These CS mains within private streets or parcels will be within an easement. Sewer access easements will be subject to review and revision upon completion of the AutoTURN vehicle access modeling during detailed design and in support of subdivision mapping. Refer to Section 11 for more information.

1.8.2 Private Infrastructure

The remaining components of existing infrastructure within the Project are privately owned and maintained by the Project Sponsor.

The majority of the streets within the Project will continue to be private streets, including Buckingham Way (N) and (W), 20th Avenue, Streets A, B and C.

The utilities, other than low pressure water, auxiliary water supply system, and a portion of the CS system described above in Section 1.8.1, within the private streets will be private. The dry utilities will continue to be owned by the utility providers within easements. The proposed public and private streets are depicted on Figure 1.4.

1.9 Property Matters

The proposed infrastructure systems and existing characteristics of the site (i.e. topography and access) require easements, right-of-way dedications, vacations, and other arrangements as outlined below.

The proposed public right-of-way and easement vacations are depicted in Figure 1.3.2. and dedications and public utility easements are depicted on Figure 1.5.1 and 1.5.2.

The proposed public access related easements (i.e. sidewalk, dedications, emergency, etc.) are depicted on Figure 1.5.1. The proposed public utility related easements are depicted on Figure 1.5.2.

1.9.1 Public Easements

The proposed public infrastructure described in the Plan will be constructed within public right-of-way or dedicated public easement areas.

Easement areas within privately owned lands associated with public utilities will provide for access and maintenance of infrastructure facilities. Easement areas within privately owned lands associated with the private alleys and open spaces will provide for emergency and public access within these corridors.

The public utilities within easements on private property will be reviewed by the SFPUC to confirm full access for maintenance and repair of the utility facilities, including provision of minimum H-20 loading for maintenance access roads. The utilities will be installed in accordance with applicable City regulations for public acquisition and acceptance within dedicated public service easement areas.

Public sidewalk easements and ground floor building insets will be required if needed to provide a continuous 6-foot minimum width accessible route at all project frontages and around proposed curb ramps.

At the discretion of SFMTA, public easements or maintenance agreements will be required for signalized intersections that contain private streets at one or more legs.

Additionally, drainage overland release public easements are required over private streets throughout the Project site due to existing topography.

1.9.2 Winston Drive Right-of-Way Dedication and Vacation

The Winston Drive right-of-way west of the Winston Tunnel will be reconfigured to align with the proposed street configuration. This will include vacation of existing right-

of-way areas and dedication of new right-of-way areas to create the proposed alignment. Additional right-of-way will be dedicated east of the tunnel to encompass the street improvements for the reconfiguration of the travel lanes and bus stops, as well as the addition of bikeways and sidewalks. A northern sidewalk may be incorporated through the Winston Tunnel if it is determined to be structurally feasible. This northern sidewalk would require the existing Mall parking garage ventilation breezeway and various utility systems to be relocated, providing additional space needed for a sidewalk within or adjacent to the Mall foundation structure. If constructed, the northern sidewalk shall have a minimum 6-foot pedestrian through zone. Additional public sidewalk easements would be dedicated for this northern sidewalk. Winston Drive between Buckingham Way (W) and 20th Avenue will remain an Article 9 Unaccepted Street.

1.9.3 Monte Vista Drive Right-of-Way Vacation

The Monte Vista Drive right-of-way is currently occupied by the Stonestown Galleria surface parking lot and a graded slope back on the south side of the Brave Church parcel. The Project proposes to coordinate a vacation of this right-of-way and to construct a privately owned public open space with an accessible pedestrian connection from 19th Avenue to Street B.

1.9.4 19th Avenue

Public sidewalk easements and Caltrans encroachment permit are required for the proposed frontage improvements along 19th Avenue. These improvements provide improved sidewalk, landscaping, street lighting, and private combined sewer infrastructure along the Project frontages of 19th Avenue.

1.9.5 Buckingham Way (S)

Public sidewalk easements are required for the proposed frontage improvements along Buckingham Way (S). These improvements provided widened sidewalk, landscaping and landscaping along the Project frontage of Buckingham Way (S).

1.9.6 Property Acquisitions and Agreements

- The Project proposes to provide a pedestrian walk to Rolph Nicol Jr. Playground. This will require grading, pedestrian walk and street improvements within the Rolph Nicol Jr. Playground property. The proposed improvements within the Rolph Nicol Jr. Playground are addressed in Exhibit R of the Development Agreement. The pedestrian walks shall be accessible, with running slopes not to exceed 4.5% and cross slopes not to exceed 1.67%.
- The Project abuts several adjacent properties that are not a part of the Project Site as depicted on Figure 1.2 (“Adjacent Properties”). Some of these Adjacent Properties

rely on the existing infrastructure within the Project Site for access and / or utility service. The proposed infrastructure is designed to maintain access and utility service to these Adjacent Properties. There are also conditions along common boundary lines with the Adjacent Properties that may require paving, grading, accessibility upgrades, easements or disposition, utility service connections and drainage improvements that encroach into the applicable common boundary lines with the Adjacent Properties will require coordination and improvement / maintenance agreements with these Adjacent Properties. These proposed improvements may require design adjustments if Developer is unable to reach an agreement with Adjacent Property owners, which design adjustments may be approved by the City as and if required as part of a Basis of Design approval, Tentative Subdivision Map approval, or Development Phase application approval, depending on the nature of the adjustments.

A Tentative Map, or multiple Tentative Maps, will be prepared for the Project. Subsequently, final maps will be submitted depicting the public rights-of-ways prior to permits for each Phase of infrastructure. Final maps for each parcel, or group of adjacent parcels, will be submitted for each development phase.

The establishment of proposed parcels, rights-of-ways, easements, street vacations, dedication and acceptance of streets and other infrastructure will occur through the subdivision map process in accordance with the San Francisco Subdivision Code and San Francisco Subdivision Regulations.

1.10 Project Datum and Basis of Bearing

The Plan is based upon the San Francisco Vertical Datum 13 ("SFVD13"). The SFVD13 Datum is equivalent to the North American Vertical Datum 1988 ("NAVD 88"). The basis of bearing for the surveyed site is determined by found City and County of San Francisco (CCSF) High Precision Network Densification (HPND) monuments 296 and 297 as described on the CCSF Department of Public Works website.

1.11 Applicability of Codes and Infrastructure Standards

The Plan may be modified in the future to the extent that future modifications are in accordance with the then current City of San Francisco Subdivision Code and Regulations and are accepted by the City.

1.12 List of Required Design Exceptions to Implement the Infrastructure Plan

Design exceptions to the Subdivision Regulations are required in order to implement the Infrastructure Plan. The following is a list of proposed design exceptions to the Subdivision Regulations for the Project.

- Sections IV.I.1 and VII.C – Form Dedications – Public Easements – There are portions of public infrastructure that are located on private property. Pursuant to the project Development Agreement, the Developer will dedicate to the City any public access and utility easements over private property. Improvements within any public easements and/or Notices of Special Restrictions shall comply with Public Works Standards and be subject to review and approval by all Parties, including Public Works. The easements will be dedicated through the separate grant of easement documents.
- Section XII.D – Private Streets – The width of Street B is 40' wide, which is less than the required 60' minimum for a dead-end private street width. A portion of Street C is 35' wide, which is less than the required 40' minimum for private street width. An accessible route that is 4-foot minimum width and completely separate from vehicular areas is required and will be provided on both sides of these private streets. Accessible routes shall connect in an accessible manner to all site arrivals points, including adjacent walks and/or sidewalks.
- Section XIII – Street Improvements Required – There is no sidewalk along the north side of Winston Drive from the intersection with 20th Avenue to the new 90-degree intersection and through the Winston Tunnel. Winston Drive between Buckingham Way (W) and 20th Avenue will remain as an Article 9 Unaccepted Street. This is consistent with the existing condition as the tunnel walls and column supports do not allow for this northern sidewalk.
- Section XV – Sewer and Storm Pipe Material – An exception request is required for the use of alternative pipe material to vitrified clay pipe (VCP). The Project proposes the use of fusion-welded high-density polyethylene, HDPE SDR 17 pipe for sewer and storm drain mains with a diameter less than and including 36" (inside diameter). This request includes the request to utilize a Manning's Coefficient of 0.010 in the system hydraulic calculations to reflect the smoother wall surfaces of the HDPE materials. Flow velocity and pipe capacities are improved with the use of fusion-welded HDPE pipe.
- Section XII.C – Direct Drainage to Public Right-of-Way – An exception request is required as it is physically infeasible to redirect existing drainage patterns and obtain surface drainage rights from neighboring property owners. The Project will comply with the 2022 California Building Code Section J109.4 which permits drainage across property lines so long as drainage is not increased from existing conditions. The overland release onto adjacent properties will be studied further with the Grading and Drainage Master Utility Plan for the Project.

- Street slopes steeper than 4.5% - An exception has been acknowledged by SFPW DAC for the following street locations due to existing topography and conditions outside of the Project's control:
 - 20th Avenue between Eucalyptus Avenue and Buckingham Way (N): street slope to not exceed existing street slope (10.0%)
 - Buckingham Way (N) between 20th Avenue and W2 parking garage: street slope to not exceed existing street slope (6.3%); the Project will endeavor to improve this slope between intersections while maintaining the adjacent non-Stonestown owned property (garage entries, parking spaces and building entrances)
 - Street C between St. Stephen School / Church and Buckingham Way (N): street slope not to exceed existing street slope (6.3%)
 - Street A between 19th Avenue and 20th Avenue: street slope not to exceed 12%. An accessible route connecting 19th Avenue and 20th Avenue on the south side of Street A complying with CBC code is required.
 - Winston Drive between 20th Avenue and Square-off: street slope to not exceed existing street slopes through the tunnel. An accessible walk shall be provided on the south side of Winston Drive through the tunnel. A detailed survey of the existing south side walk will be required as part of the Street Improvement Plans to determine if the existing walk is compliant with CBC Chapter 11B. Non-compliant areas will need to be reconstructed to be CBC code complaint. An accessible walk shall be provided on the south side of Winston Drive through the tunnel. A new sidewalk along the west side of the tunnel entrance will be constructed as part of the street improvements and shall be grade-separated and shall have a running slope of 4.5% maximum. The walk on the east shall have accessible ramps with running slopes of 7.5% (8.33% constructed) maximum and landings with slopes not to exceed 1.5% (2% constructed) in any direction and fully comply with the CBC. The Project will provide a minimum vertical clearance of 8-feet for the pedestrian walk under the Tunnel. Winston Drive between Buckingham Way (W) and 20th Avenue will remain as an Article 9 Unaccepted Street.
- Section XVII.F – Auxiliary Water Supply System (AWSS) – There is not an existing Auxiliary Water Supply System (AWSS) within the vicinity of the Project. An exception request is required as the Project will not construct AWSS facilities. In lieu of constructing AWSS facilities, the Project will make a financial contribution towards other

enhanced fire fighting measures for SFFD to deploy at the Project, such as portable fire pumps, as described in the Project Development Agreement.

1.13 Project Phasing

The proposed infrastructure phasing is depicted on Figure 1.6 of the Infrastructure Plan and generally outlined as follows. See the Development Agreement for a description of the phasing of Project Open Spaces and other Associated Community Benefits.

Phase 1A

- Demolition and Abatement of existing structures, private utilities, and surface improvements, for the Phase 1A areas.
- Site Grading establishing the street subgrade elevations and Development Parcel rough pad elevations for the Phase 1A areas.
- Relocate existing utilities necessary to maintain service to existing Mall, surrounding properties and future development phases.
- Provide interim access corridors necessary to maintain access to existing Mall, surrounding properties and future development phases.
- Buckingham Way (W) from Street C to Buckingham Way (N), including a temporary sidewalk along the east side. The ultimate sidewalk and bike facilities along the eastern side will be deferred to be completed with the fronting property developments within future phases.
- Interim street improvements at Buckingham Way (W), south of Street C, and at Buckingham Way (N), east of the intersection with Buckingham Way (W), to provide safe vehicular, pedestrian and bike controls to transition to existing Buckingham Way improvements.
- Street C throughout Phase 1A.
- Buckingham Way (N) & (W) intersection with stop controls.
- Private low pressure water system within Buckingham Way (N) and (W) and Street C. The private low pressure water system will connect to the existing SFPUC low pressure water pipelines in Buckingham Way (N) and (W) or Eucalyptus Drive with backflow prevention and master metering facilities.
- Non-potable water facilities necessary to comply with the non-potable water ordinance for Phase 1A.
- Replacement / relocation of the SFPUC combined sewer facilities within Phase 1A segments of Buckingham Way (W) and Northwest areas.
- Private combined sewer system within the remainder of Phase 1A Buckingham Way (W) and (N) and Street C, including stormwater management control facilities.
- Dry utilities within Phase 1A streets.

Phase 1B

- Demolition and Abatement of existing structures, private utilities, and surface improvements, for the Phase 1B areas.
- Site Grading establishing the street subgrade elevations and Development Parcel rough pad elevations for the Phase 1B areas.
- Relocate existing utilities necessary to maintain service to existing Mall, surrounding properties and future development phases.
- Provide interim access corridors necessary to maintain access to the existing Mall, loading docks, surrounding properties and future development phases.
- Buckingham Way (N) from Phase 1A to 20th Avenue.
- Traffic signal at Buckingham Way (W) and (N) intersection.
- Interim intersection improvements at Buckingham Way (N) and 20th Avenue to provide safe pedestrian and bike controls to accommodate the Phase 1B traffic volumes.
- Intersection improvements at the driveway to Development Block W2 and adjacent property parking garage entry, including a traffic signal.
- Private low pressure water system within Buckingham Way (N), relocating the connection with backflow prevention and master meter to the SFPUC low pressure pipeline within 20th Avenue. Reestablish water service connections to the surrounding properties as necessary to connect to the SFPUC low pressure waterline within 20th Avenue.
- Non-potable water facilities necessary to comply with the non-potable water ordinance for Phase 1B.
- Private combined sewer system within Phase 1B Buckingham Way (N), including stormwater management control facilities.
- Dry utilities within Phase 1B.

Phase 1C

- Demolition and Abatement of existing structures, private utilities, and surface improvements, for the Phase 1C areas.
- Site Grading establishing the street subgrade elevations and Development Parcel rough pad elevations for the Phase 1C areas.
- Relocate existing utilities necessary to maintain service to existing Mall, surrounding properties and future development phases.
- Provide interim access corridors necessary to maintain access to the existing Mall, loading docks, surrounding properties and future development phases.
- Completion of eastern sidewalk along Buckingham Way (W) along the frontage of Phase 1C development area.

- Non-potable water facilities necessary to comply with the non-potable water ordinance for Phase 1C.

Phase 2A

- Demolition and Abatement of existing structures, private utilities and surface improvements, for the Phase 2A areas.
- Site Grading establishing the street subgrade elevations and Development Parcel rough pad elevations for the Phase 2A areas.
- Relocate existing utilities necessary to maintain service to existing Mall, surrounding properties and future development phases.
- Provide interim access corridors necessary to maintain access to existing Mall, surrounding properties and future development phases.
- Non-potable water facilities necessary to comply with the non-potable water ordinance for Phase 2A.
- Completion of eastern sidewalk and bikeway along Buckingham Way (W) along the frontage of Phases 1C and 2A development area.
- Buckingham Way (W) from Street C to Winston Drive.
- Interim intersection improvements at Winston Drive / Buckingham Way (W) to provide safe pedestrian and bike controls to accommodate the Phase 2A traffic volumes.
- Replacement / relocation of the SFPUC combined sewer facilities and low-pressure water facilities in the Phase 2A portions of Buckingham Way (W) and Winston Drive intersection.
- Private low pressure water systems within Buckingham Way (W), relocating the connection with backflow prevention and master meter to the SFPUC low pressure water pipeline within Winston Drive. Reestablish water service connections to surrounding properties as necessary to connect to SFPUC low pressure waterline in Winston Drive.
- Dry utilities within Phase 2A streets.

Phase 2B

- Demolition and Abatement of existing structures, private utilities and surface improvements, for the Phase 2B areas.
- Site Grading establishing the street subgrade elevations and Development Parcel rough pad elevations for the Phase 2B areas.
- Relocate existing utilities necessary to maintain service to existing Mall, surrounding properties and future development phases.
- Provide interim access corridors necessary to maintain access to existing Mall, surrounding properties and future development phases.

- Winston Drive improvements from Buckingham Way (W) to 20th Avenue, including the reconstruction to square off the alignment of Winston Drive west of the existing tunnel and related street vacations, dedications and transfers as described in Section 1.9.2.
- Intersection improvements at Winston Drive / Buckingham Way (W) and Winston Drive / Winston Drive (square off), including traffic signals.
- Interim intersection improvements at Winston Drive / 20th Avenue to provide safe pedestrian and bike controls to accommodate the development traffic volumes, including traffic signal modification.
- Replace the SFPUC low pressure water system within Winston Drive, from Buckingham Way (W) to 20th Avenue.
- Non-potable water facilities necessary to comply with the non-potable water ordinance for Phase 2B.
- Replacement / relocation / preservation of the SFPUC combined sewer facilities in Winston Drive, from Buckingham Way (W) to 20th Avenue.
- Stormwater management facilities to manage stormwater runoff from Winston Drive west of the existing tunnel.
- Dry utilities within Phase 2B streets.

Phase 3

- Demolition and Abatement of existing structures, private utilities, and surface improvements, for the Phase 3 areas.
- Site Grading establishing the street subgrade elevations and Development Parcel rough pad elevations for the Phase 3 areas.
- Relocate existing utilities necessary to maintain service to existing Mall, surrounding properties and future development phases.
- Provide interim access corridors necessary to maintain access to existing Mall, surrounding properties and future development phases.
- 20th Avenue from Eucalyptus Drive to Street A.
- Street A from 19th Avenue to 20th Avenue, including the accessible pedestrian connection along the south side of Street A.
- Frontage improvements for 19th Avenue adjacent to Phase 3, including sidewalk reconstruction and turn / receiving lane construction at the intersection with Street A.
- Intersection improvements at Eucalyptus Drive / 20th Avenue, 20th Avenue / Buckingham Way (N) and 20th Avenue / Street A, including traffic signals.
- Replace the SFPUC low pressure water system within 20th Avenue from Eucalyptus Drive to Buckingham Way (N), including reestablishing water connections to surrounding properties.

- Private low pressure water system within 20th Avenue from Buckingham Way (N) to Street A. The private low pressure water system will connect to the SFPUC low pressure water pipeline in 20th Avenue with backflow prevention and master metering facilities.
- Non-potable water facilities necessary to comply with the non-potable water ordinance for Phase 3.
- Private combined sewer system within 20th Avenue and Street A, including stormwater management control facilities.
- Dry utilities within Phase 3 streets.

Phase 4

- Demolition and Abatement of existing structures, private utilities, and surface improvements, for the Phase 4 areas.
- Site Grading establishing the street subgrade elevations and Development Parcel rough pad elevations for the Phase 4 areas.
- Relocate existing utilities necessary to maintain service to existing Mall, surrounding properties and future development phases.
- 20th Avenue from Street A to Winston Drive.
- Street B, including a pedestrian connection to the 19th Avenue sidewalk and related street vacations as described in Section 1.9.3.
- Winston Drive improvements from 20th Avenue to 19th Avenue.
- Frontage improvements for 19th Avenue adjacent to Phase 4, including sidewalk reconstruction.
- Intersection improvements at 20th Avenue / Street B, Winston / 20th Avenue and Winston / 19th Avenue, including traffic signals.
- Private low pressure water system within 20th Avenue. The private low pressure water system will connect to the existing SFPUC low pressure water pipeline in Winston Drive with backflow prevention and master metering facilities.
- Non-potable water facilities necessary to comply with the non-potable water ordinance for Phase 4.
- Private combined sewer system within 20th Avenue and Street B, including stormwater management control facilities.
- Replace the SFPUC low pressure water system within Winston Drive, from 20th Avenue to 19th Avenue.
- Replacement / relocation / preservation of the SFPUC combined sewer facilities in Winston Drive from 20th Avenue to 19th Avenue.
- Dry utilities within Phase 4 streets.

Phase 5

- Demolition and Abatement of existing structures, private utilities, and surface improvements, for the Phase 5 areas.
- Site Grading establishing the street subgrade elevations and Development Parcel rough pad elevations for the Phase 5 areas.
- Relocate existing utilities necessary to maintain service to existing Mall, surrounding properties and future development phases.
- 20th Avenue from Winston Drive to Buckingham Way (S).
- Frontage improvements for 19th Avenue adjacent to Phase 5, including sidewalk reconstruction.
- Frontage improvements for Buckingham Way (S) adjacent to Phase 5, including sidewalk reconstruction.
- Intersection improvements at 20th Avenue / Buckingham Way (S).
- Private low pressure water system within 20th Avenue. The private low pressure water system will connect to the existing SFPUC low pressure water pipeline in Winston Drive with backflow prevention and master metering facilities.
- Non-potable water facilities necessary to comply with the non-potable water ordinance for Phase 5.
- Replacement / relocation of the SFPUC combined sewer facilities in 20th Avenue from Buckingham Way (S) to Winston Drive, conveying offsite flows to the northwest.
- Private combined sewer system within 20th Avenue, including stormwater management control facilities.
- Dry utilities within Phase 5 streets.

Phase 6

- Demolition and Abatement of existing structures, private utilities, and surface improvements, for the Phase 6 areas.
- Site Grading establishing the street subgrade elevations and Development Parcel rough pad elevations for the Phase 6 areas.
- Relocate existing utilities necessary to maintain service to existing Mall and surrounding properties.
- Frontage improvements for Buckingham Way (S) adjacent to Phase 6, including sidewalk reconstruction.
- Intersection reconfiguration at the Winston Drive square off to eliminate the existing parking garage driveway.
- Non-potable water facilities necessary to comply with the non-potable water ordinance for Phase 6.

- Replacement / relocation of the SFPUC combined sewer facilities located within the Midblock Passage, conveying flows from the Winston Drive tunnel to the existing pipeline in Buckingham Way (S).
- Private combined sewer system, including stormwater management control facilities.
- Dry utilities within Phase 6.

The Project will be implemented in multiple phases and subphases as described in the Development Agreement and Phasing Plan. Each phase and subphase will include Development Parcel(s) and associated Infrastructure (Phased Infrastructure) necessary to facilitate the incremental build-out of the Project and maintain utility service, access, parking and functionality of the existing Mall. The scope of infrastructure required for each phase and subphase is set forth above and will be further defined in the Development Phase Applications and associated Basis of Design, Improvement Plans and Improvement Agreements for each phase to be approved by the City prior to filing final maps for the associated Development Parcel(s).

Phased Infrastructure must be designed and constructed to create complete systems within each phase or subphase. Additionally, demolition and construction of each phase must ensure service can be continuously provided to the existing Mall and any existing users surrounding the Project. There are components of the Phased Infrastructure as described in the Plan, such as demolition, grading geotechnical improvements and utility connections that may be required or desired outside of the Phase in which it is designated. The Phased Infrastructure may include deferring sidewalk and street planting zones until the building construction on the adjacent Development Parcel(s) is completed. If deferred infrastructure is located within public streets, it will require a written request from the Project Sponsor and approval from the Director of Public Works. The proposed improvements will not be accepted by the City prior to deferred improvements being completed. Accessible entrances and means of egress shall be provided to obtain Temporary and Permanent Certificate of Occupancy, which will require an accessible route to be constructed to an accepted public right-of-way.

The Street Improvement Plans will depict the proposed infrastructure system configurations to be constructed with each Phase. The Improvement Plans will identify existing and proposed infrastructure, interim and permanent connections, and demonstrate how service will be preserved to any existing adjacent occupied areas, including the Mall.

Construction of each proposed Development Parcel and associated phased infrastructure may impact Project Site accessibility. During construction of each Development Parcel and associated phased infrastructure, interim access shall be provided and maintained for active utility access and emergency vehicles, subject to San Francisco Fire Department ("SFFD") and other City

requirements. Within active streets to remain open, an accessible pedestrian route shall be maintained on at least one side where adjacent to an active construction area, as long as accessibility and egress requirements comply with applicable codes.

1.14 Acceptance of Phased Public Infrastructure

Any acceptance of public street and other public infrastructure improvements will occur according to the San Francisco Subdivision Code and San Francisco Subdivision Regulations, unless otherwise approved as an exception by the City. The City shall accept public streets and public infrastructure as designed in conformance with the Subdivision Regulations, Public Works requirements, the California Building Code, any codes applicable to the public right-of-way, and utility standards, and constructed in accordance with the Project plans and specifications, subject to any design modifications or exceptions that may be authorized by the Public Works Director with consent of affected City departments, as detailed under the San Francisco Subdivision Code and Regulations.

Utilities and other infrastructure improvements to be offered by the Developer for City acceptance cannot rely on utilities constructed to a temporary standard. Any offer of utilities that rely on utilities constructed to a non-permanent standard will require authorization by the Public Works Director with the consent of the affected City department. The California Building Code requires temporary facilities to comply with the same requirements as permanent facilities.

Utilities and other infrastructure that rely upon existing infrastructure that is required to be replaced in a subsequent phase may be offered by the Project Sponsor for City acceptance, provided the existing infrastructure adequately serves the present Phase demands and subject to written approval of applicable City department(s), consistent with San Francisco Subdivision Regulations. Upon any replacement of existing infrastructure beyond the current phase limits, the newly accepted infrastructure will require monitoring and re-inspection at the Project Sponsor expense, as described in Section 2.5, Phases of Deconstruction and Abatement.

Phased infrastructure may include improvements within the Project, but outside of the current phase boundary and within a subsequent phase area. Unless otherwise agreed to by the City, the City will not accept the Phased Infrastructure that is constructed outside of the phase boundary until that subsequent phase of infrastructure is completed.

1.15 Operation and Maintenance

Upon acceptance of public infrastructure installed by the Project Sponsor, the City will be responsible for maintenance of the public infrastructure constructed and offered for dedication by the Project Sponsor, except as otherwise agreed to in writing by the Project Sponsor and the City.

A maintenance agreement, as required by the Public Improvement Agreement (PIA), will be prepared in conjunction with the first phase of Improvement Plans and may be subject to a Major Encroachment Permit (“MEP”).

The private infrastructure installed by the Project Sponsor will be privately owned and maintained by a Project Master Association or another entity created by the Project Sponsor to manage the long-term responsibility for the operations and maintenance of the private infrastructure.

A maintenance agreement (or similar document) between the City and Project Master Association will be required for the operation and maintenance of traffic signals where private streets interface with public right-of-way.

1.15.1 Winston Drive Article 9 Segment Maintenance Summary

The following table summarizes the anticipated ownership and maintenance obligations for the components of infrastructure located within the Winston Drive Article 9 segment.

Table 1.3: Winston Drive Article 9 Segment Maintenance Summary

Improvement	Existing Ownership / Maintenance Obligation	Proposed Ownership / Maintenance Obligation
Underlying Land Ownership	City	City
Surface Street Improvements (Curbs, Sidewalks, Bikeway, Retaining Walls, Median, Pavement)	Article 9 – Private Fronting Property Owner	Private Property Owner or Master Association via Major Encroachment Permit (PW Code Section 786)*
Striping and Signage	SFMTA	SFMTA
Street Trees	SFPW	SFPW
Low Pressure Water (Main, Hydrants, Services, Meters)	SFPUC – CDD	SFPUC – CDD
Street Furniture	Article 9 – Private Fronting Property Owner	Private Property Owner or Master Association via Major Encroachment Permit (PW Code Section 786)*
Existing Public Combined Sewer (42”) and New Public Combined Sewer (36”) – Public (Main)	SFPUC – WWE	SFPUC – WWE

Improvement	Existing Ownership / Maintenance Obligation	Proposed Ownership / Maintenance Obligation
Inlets and Culverts to Existing and New Public Combined Sewer	Article 9 – Private Fronting Property Owner	Private Property Owner or Master Association via Major Encroachment Permit (PW Code Section 786)*
New Combined Sewer – Private – Tunnel Low Point and Road Drainage (Inlets, Laterals, Main to Buckingham Way (W), and Discharge Pipe to Birmingham Way (S))	Article 9 – Private Fronting Property Owner	Private Property Owner or Master Association via Major Encroachment Permit (PW Code Section 786)*
Dry Utilities (Electric, Telecom, Natural Gas)	Utility Provider (PG&E and Telecom Companies)	Utility Provider (PG&E and Telecom Companies; SFPUC if Public Power)
Bus Shelters	Transit Provider (SFMTA, SamTrans, Etc.)	Transit Provider (SFMTA, SamTrans, Etc.)
Landscaping and Green Infrastructure (Walls, Soil Mix, Drain Rock, Underdrain, Cobbles, Landscaping and Irrigation)	N/A	Private Property Owner or Master Association via Major Encroachment Permit (PW Code Section 786)*
Street Lighting (Including Electrical Conduits)	Article 9 – Private Fronting Property Owner	Private Property Owner or Master Association via Major Encroachment Permit (PW Code Section 786)*
Traffic Signals	SFMTA	SFMTA (Subject to Maintenance Payment for Signals at Intersections of Private Streets)

Note:

1. Major Encroachment Permit will be the mechanism to address specific private maintenance and liability responsibilities related to street sweeping, clearing or private inlets, potential flooding, and other responsibilities related to private encroachments.



Figure 1.0 Site Location

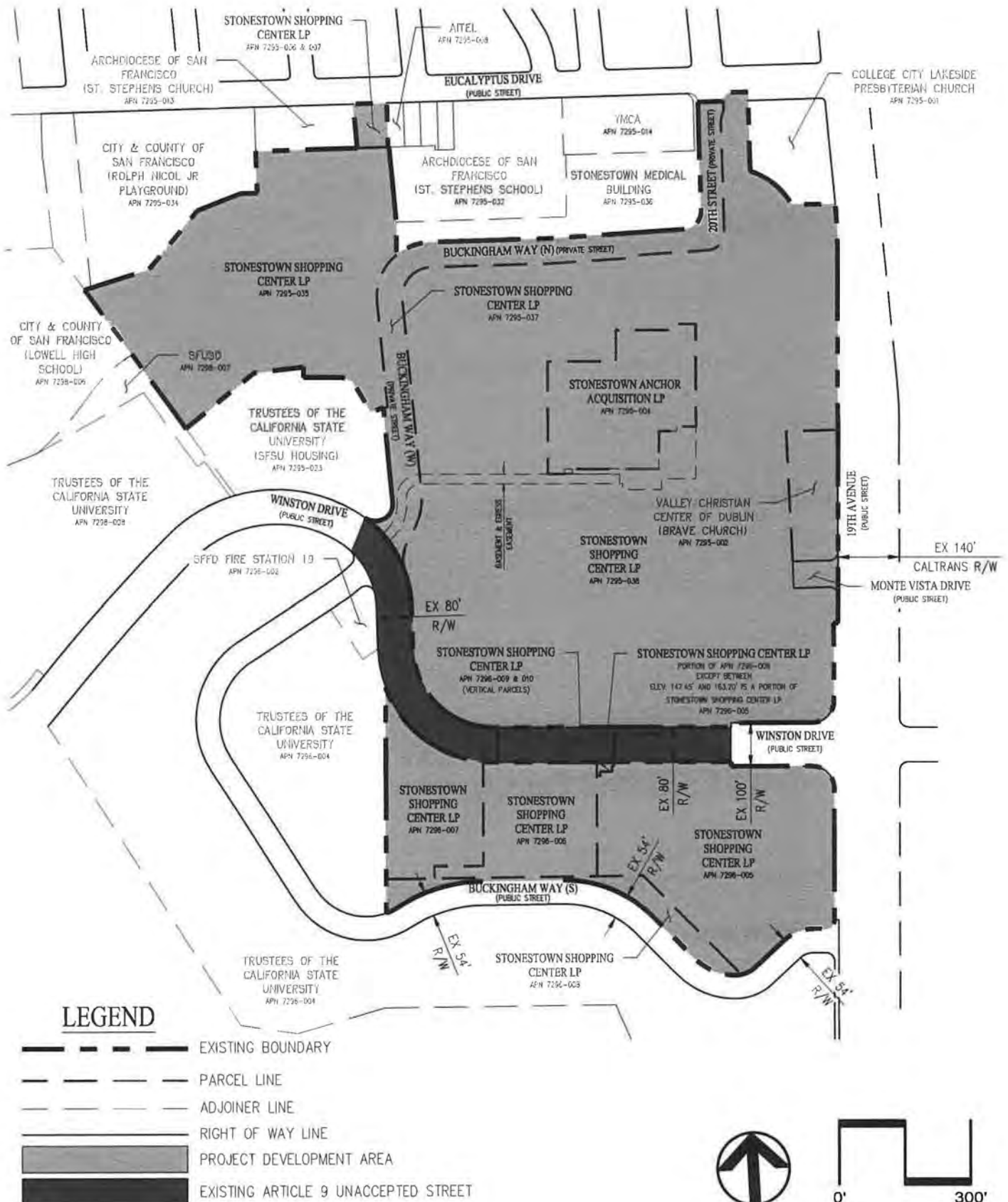


Figure 1.1 Existing Parcels

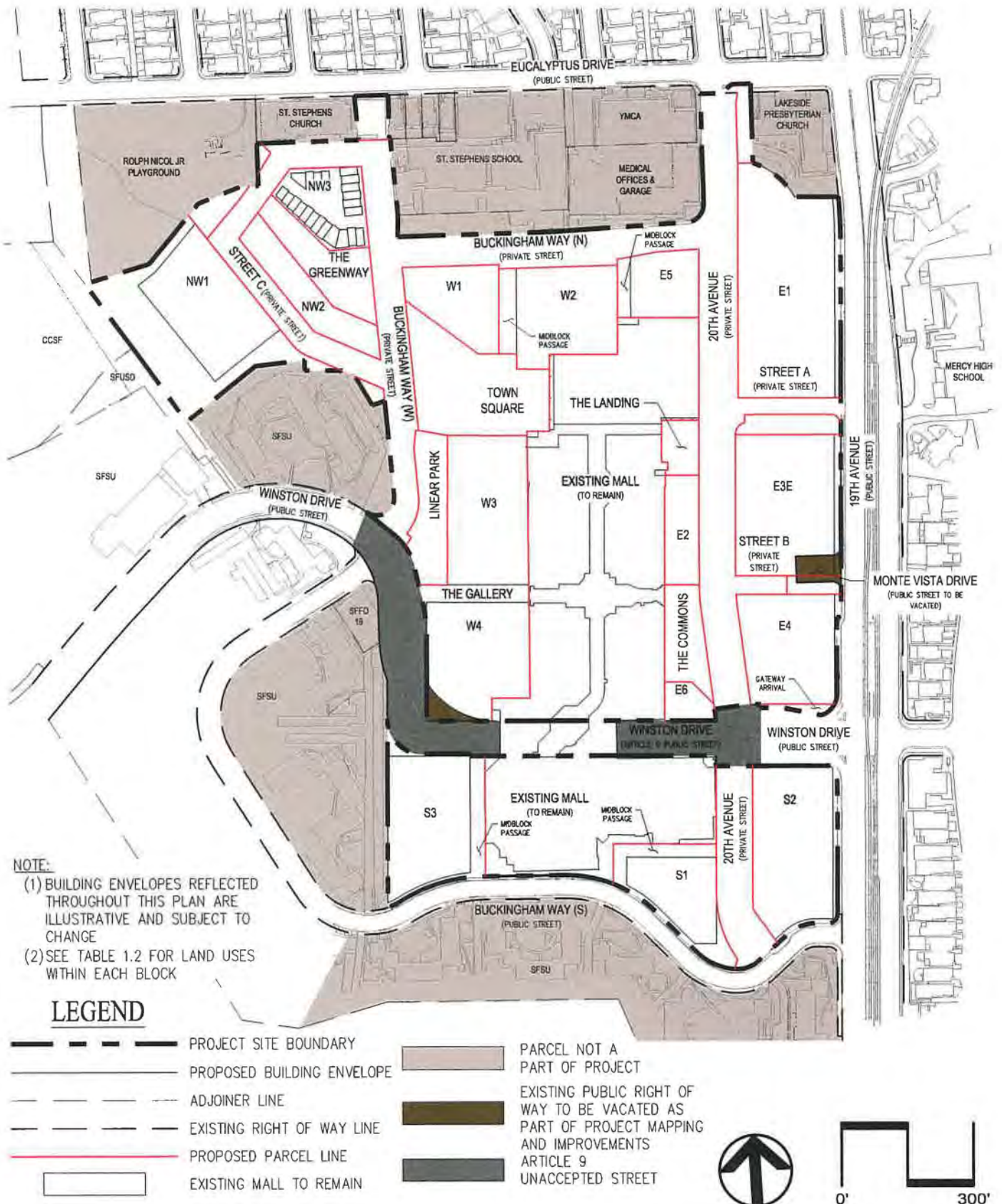
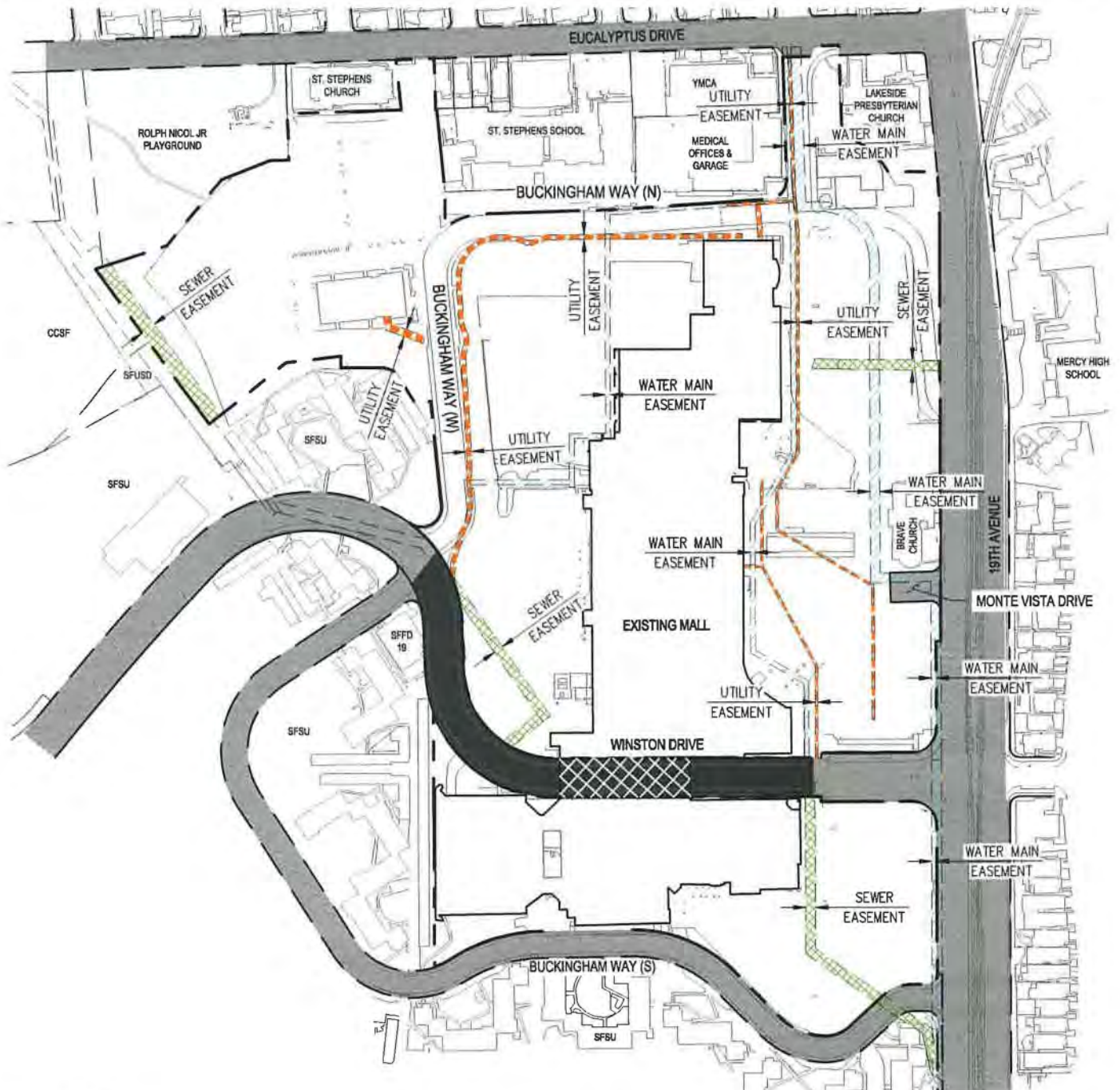


Figure 1.2 Proposed Site Plan



LEGEND

-  EXISTING WATER MAIN EASEMENT (SFPUC)
-  EXISTING SEWER EASEMENT (SFPUC)
-  EXISTING PG&E EASEMENT (DRY UTILITIES)
-  EXISTING PUBLIC RIGHT OF WAY
-  EXISTING PUBLIC R/W "ARTICLE 9 UNACCEPTED STREET" WITH PRIVATE VERTICAL PARCELS²
-  EXISTING PUBLIC R/W "ARTICLE 9 UNACCEPTED STREET"²

NOTE:

1. EXISTING EASEMENTS WITHIN THE DEVELOPMENT PARCELS WILL BE VACATED AND REESTABLISHED WITHIN THE PROPOSED ROADWAY PARCELS.
2. ARTICLE 9 UNACCEPTED STREETS OF THE CCSF PUBLIC WORKS CODE. SEE TABLE 1.3 FOR MAINTENANCE/OWNERSHIP OBLIGATION.

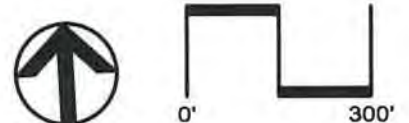


Figure 1.3.1 Existing Public Right of Way & Existing Easements

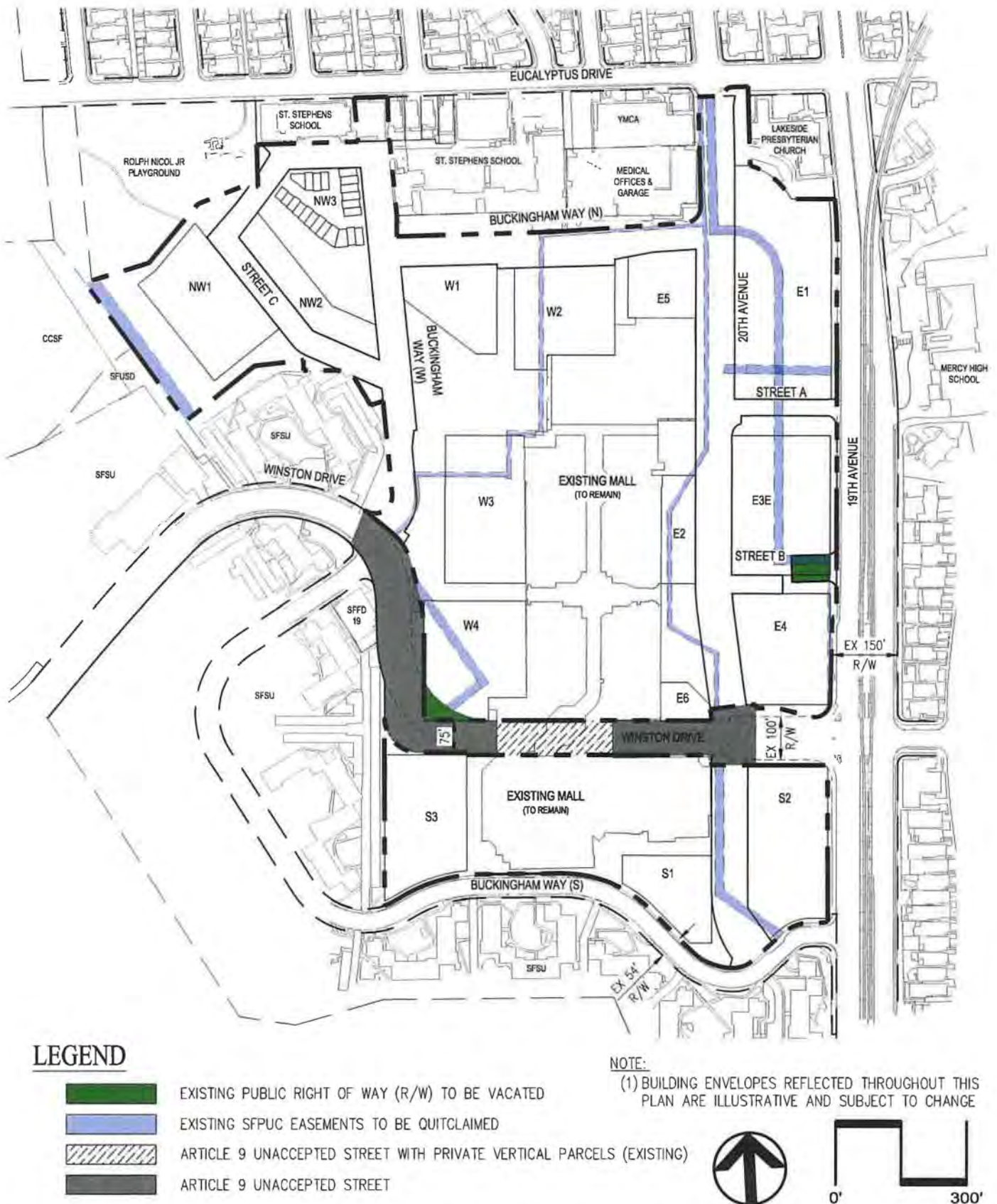
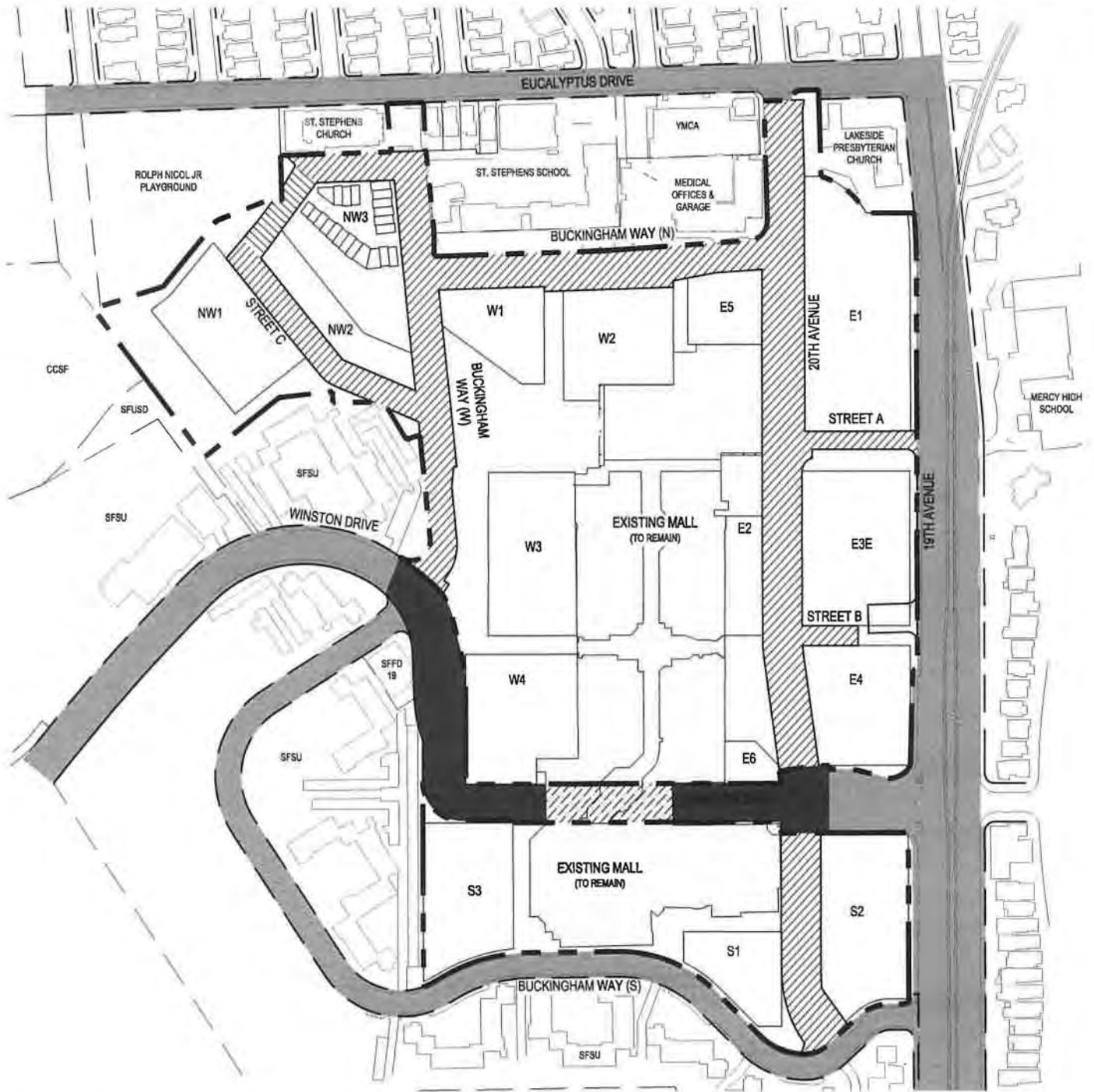


Figure 1.3.2 Proposed Vacations of Existing Right of Way & Quitclaim Existing Easements



LEGEND

	PUBLIC STREET
	PRIVATE STREET WITH PUBLIC ACCESS
	ARTICLE 9 UNACCEPTED STREET WITH PRIVATE VERTICAL PARCELS (EXISTING)
	ARTICLE 9 UNACCEPTED STREET

NOTE:

(1) BUILDING ENVELOPES REFLECTED THROUGHOUT THIS PLAN ARE ILLUSTRATIVE AND SUBJECT TO CHANGE

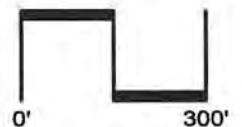


Figure 1.4 Proposed Public & Private Streets

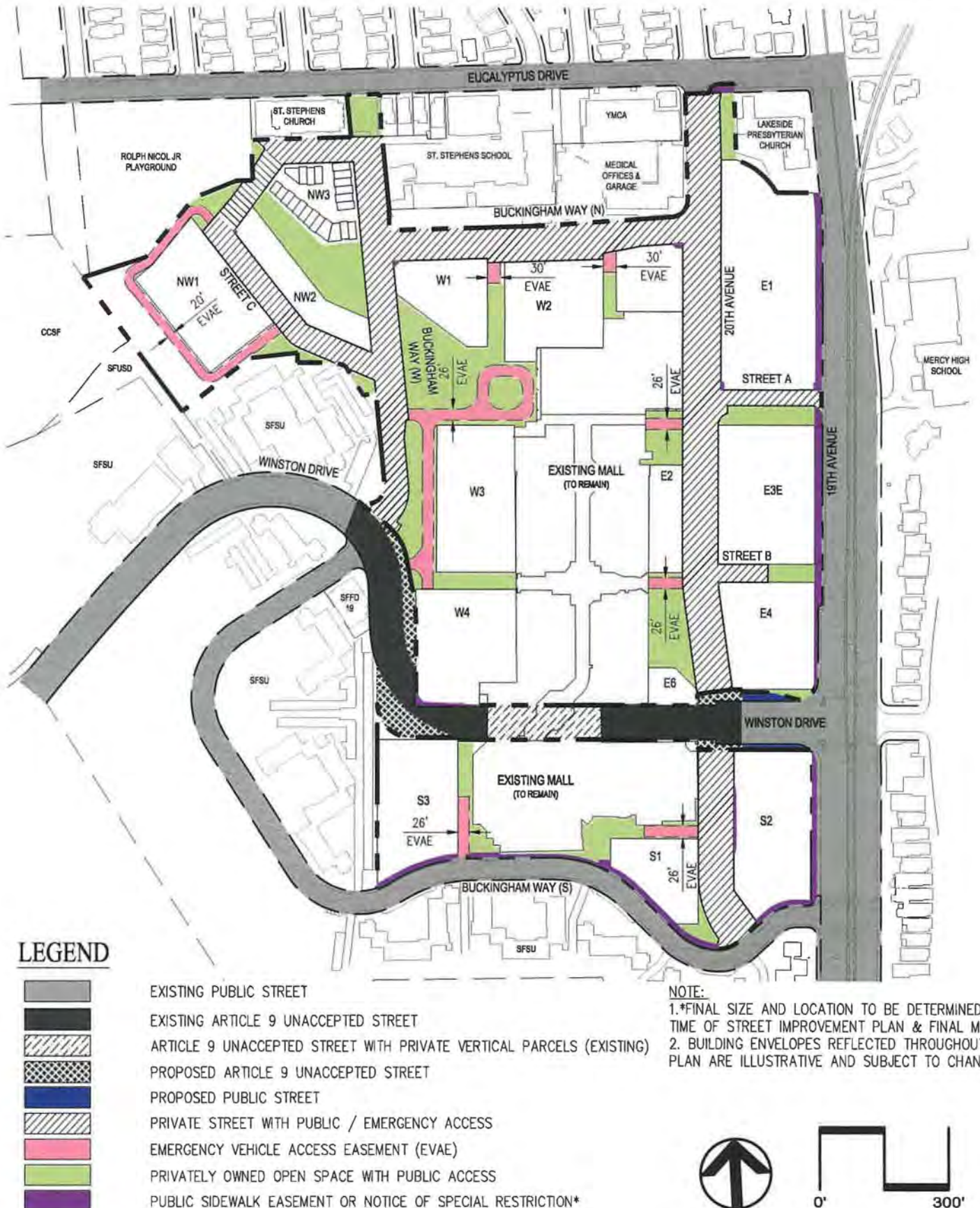


Figure 1.5.1 Proposed Public & Private Infrastructure - Emergency & Public Access Related

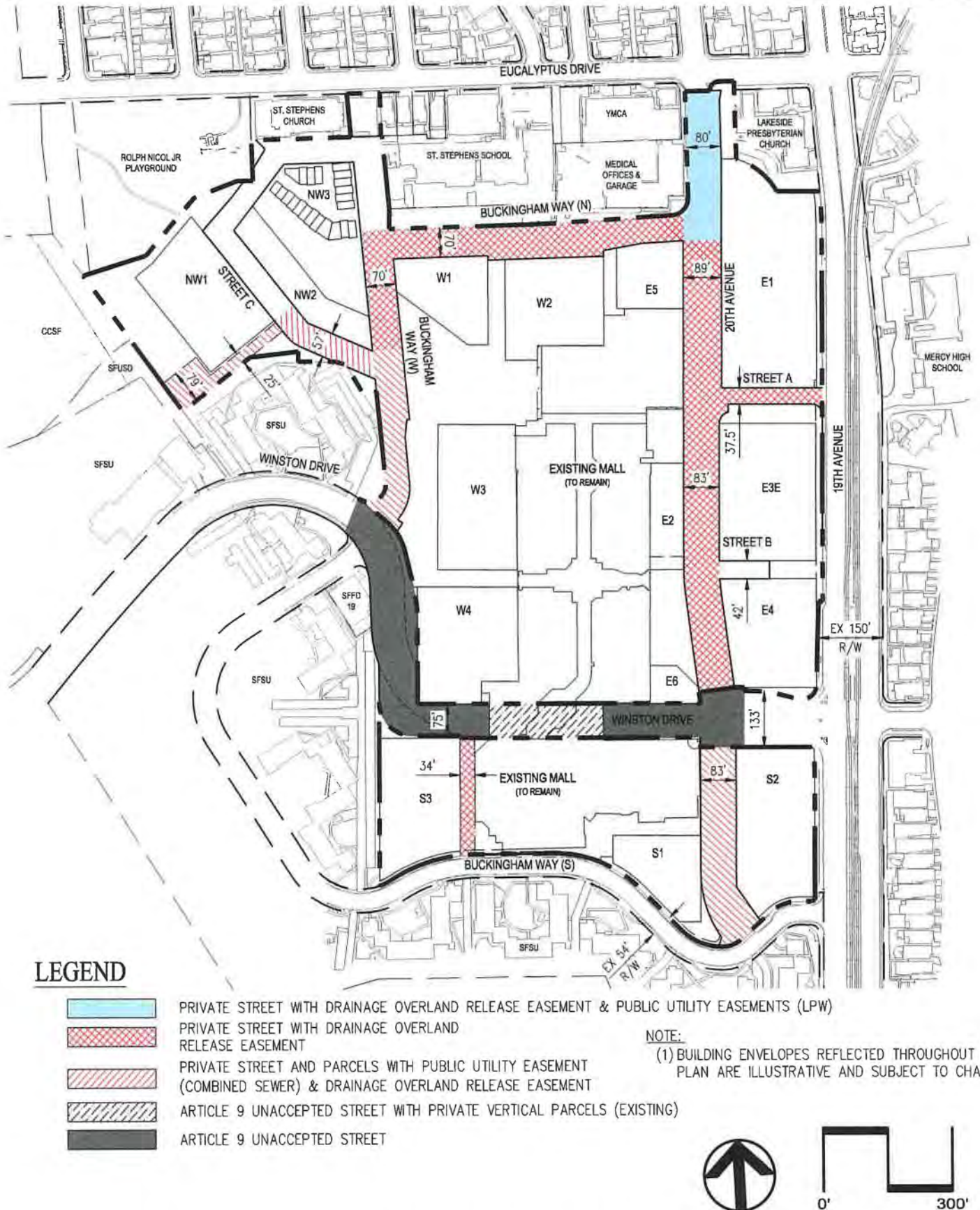


Figure 1.5.2 Proposed Public & Private Infrastructure - Public Utility Related

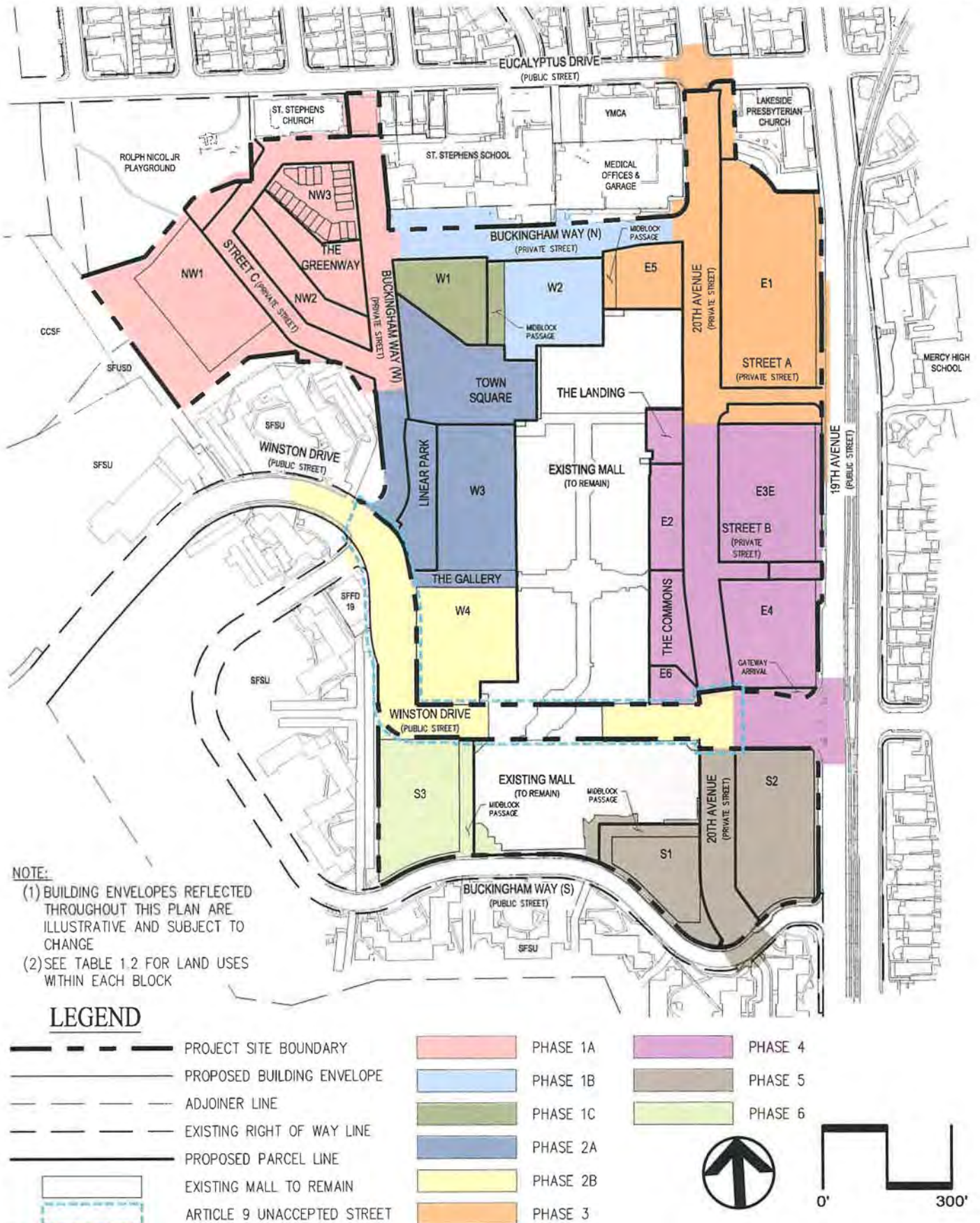


Figure 1.6 Proposed Phasing Plan

2 SITE DECONSTRUCTION AND PRESERVATION OF EXISTING MALL

2.1 Scope of Deconstruction

The proposed deconstruction primarily includes the existing surface parking lots and associated infrastructure. The proposed project also includes the demolition of five (5) existing structures: 1) the northernmost portion of the existing Mall where City Sports is currently a tenant; 2) the angled portion of the mall at the northwest corner of 20th Avenue and Winston Drive where Shake Shack is currently a tenant; 3) the ancillary retail building northeast of the 20th Avenue and Buckingham Way (N) intersection; and 4) the former cinema on the west side of Buckingham Way (W) west of the mall and north of SFSU housing; and potentially the Brave Church building along 19th Avenue just south of the mall exit road.

The existing parking structure south of Winston Drive and west of the Winston Tunnel may be demolished and redeveloped as the S3 parcel (residential or parking garage options) or it may remain in its existing condition with minor modifications. The existing parking garage structure has an external egress staircase that will need to be relocated out of the public right-of-way and the existing driveway will need to be re-aligned with the squared-off intersection of Winston Drive. Other improvements may be required by SF DBI as part of the existing building modification permit process.

Winston Drive through the Project site will be reconstructed to repurpose a vehicle travel lane into protected bicycle facilities as well as eliminate the sweeping curve to the west of the Winston Tunnel to create a squared-off intersection improving pedestrian safety. Additionally, the existing ramp structure to the subsurface parking under the Mall, located off of 20th Avenue on the east side of the Mall, will be deconstructed, relocated and integrated within the proposed buildings on the west side of the Mall.

Abatement (if necessary) and deconstruction of these existing buildings and infrastructure features within the Project site will be required to implement the horizontal improvements per this Infrastructure Plan. The Project is not located in any national, state or local historic district. The location of the existing buildings and infrastructure within the Project Site to be deconstructed is depicted on Figure 2.1.

Deconstruction will include the abatement (if necessary), removal, and disposal or reuse of existing buildings, hardscape, landscape, utilities, and structures. Prior to deconstruction of the buildings, they will be surveyed for regulated building materials and abated as necessary. Demolition debris from buildings on-Project Site will be recycled to the greatest extent feasible at a registered off-Project Site disposal / recycling facility, targeting over the required 75%

diversion rate of material that is not contaminated. The Project Sponsor will transport demolition debris off-Project Site by a registered transporter for delivery to a registered facility that processes debris for recycling, in accordance with City regulations. Where possible, inert materials such as concrete or brick will be processed and reused on Project Site as fill, aggregate, or landscaping.

As part of the vegetation grubbing and clearing operation, the few trees and other plant materials located within the site will be removed and recycled as green waste. A tree survey will be required as part of the SIP phase to characterize street trees located within public rights-of-ways as well as private Significant Trees (as defined by Public Works Code) onsite. Significant Trees and street trees to be removed within Winston Drive, 19th Avenue, Buckingham Way (S) or Eucalyptus Drive will require a Public Works Tree Removal Permit. Street Trees and Significant Trees are depicted on Figure 2.2.

2.2 Existing Infrastructure Deconstruction and Abandonment

The Project Site's infrastructure will be deconstructed and reconstructed to be located within the proposed street and open space framework and extend service to all proposed development blocks. The deconstruction includes the existing parking lots, existing Mall loading areas, hardscape and related public and private utilities. Inert demolition materials such as asphalt concrete paving, concrete pads, foundations, and bricks, etc., will be demolished and recycled. Reuse of recycled demolition materials as fill, aggregate, or decorative landscaping will be retained as an option, but current plans indicate that demolition materials will be recycled / reused off-Project Site. As part of the vegetation grubbing and clearing operation, the few trees and other plant materials located within the site will be removed and recycled as green waste.

The existing utility demolition or relocation scope includes domestic water services, fire water services, on-Project Site stormwater collection, on-Project Site combined sewer, gas services, electric services, DTIS Pull Station (2 relocations required) and other utility infrastructure above and below ground. Existing utility infrastructure will be abandoned in place or removed and disposed of at an authorized facility. In specific cases, underground utilities may be abandoned in place rather than demolished in concurrence from the Project Geotechnical Engineer for areas privately owned. Within public right-of-way or public utility easement, utility abandonment will be subject to City approval.

2.3 Existing Mall Infrastructure Protection and Relocation

Stonestown Galleria ("Mall") is a regional indoor retail center with over 100 stores and restaurant offerings. The Mall is a critical component of the western San Francisco area, providing destination retail and everyday grocery shopping. The Mall will be preserved and

remain open during the redevelopment process. Accordingly, infrastructure serving the Mall will need to maintain service. This will likely require temporary relocations of utility services and access corridors during construction. For the Mall to remain successfully operational, the Project will need to consider utility service, parking, safe access, loading and delivery staging with each phase of redevelopment. The Project Sponsor will be required to ensure that the utility service to the Mall remains reliable and existing access corridors are safe and accessible. An accessible route shall be provided from all entrances and exits to an accepted Public right-of-way.

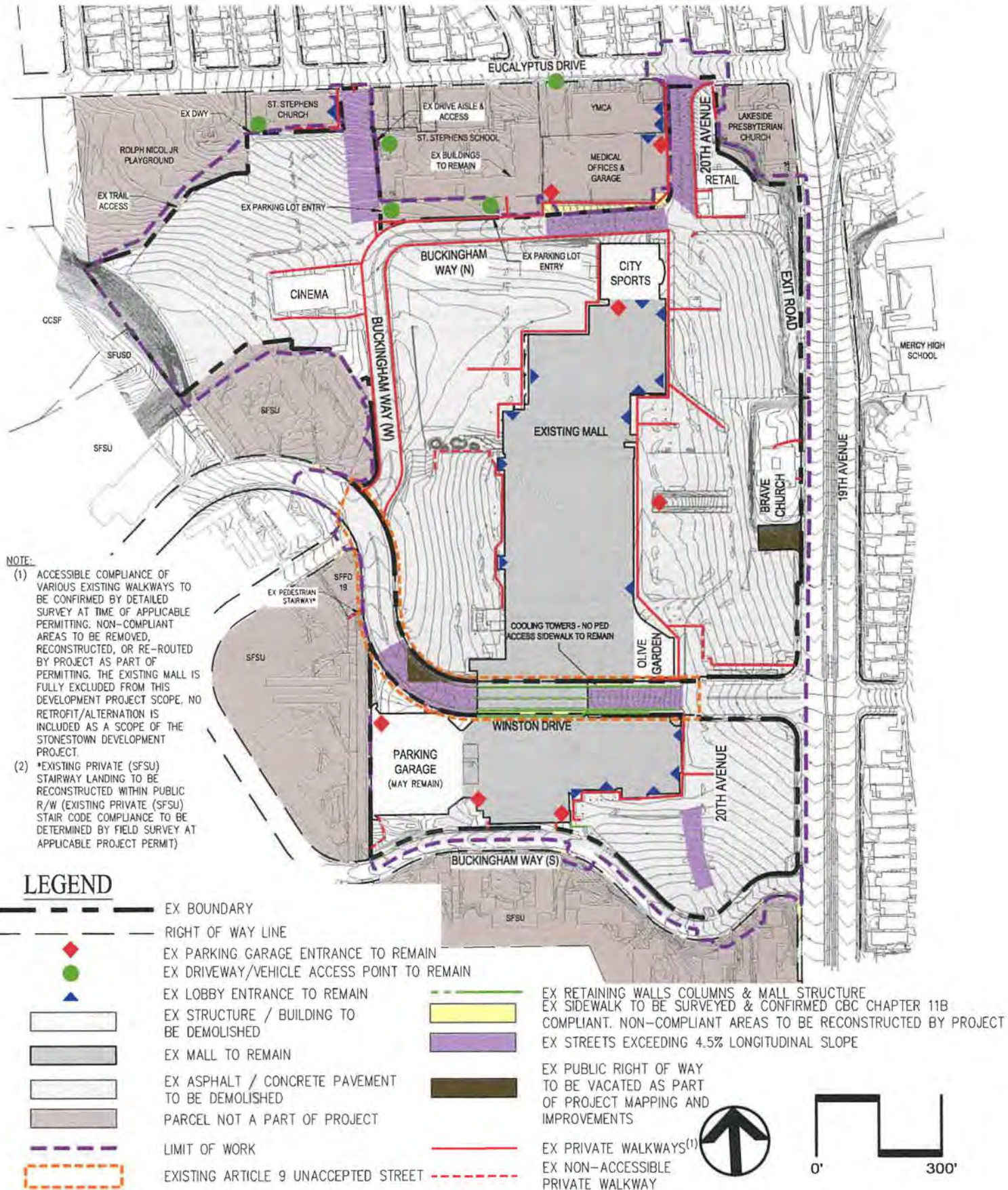
The Mall's critical infrastructure includes a central utility plant ("CUP") that is located on the west side of the Mall. The Mall is currently accessed via six main entrances, three on the west side, two on the east side and one on the south side through Target. There are also a number of emergency egress and back of house exists surrounding the mall exterior. There are various loading and trash collection areas located surrounding the Mall. There are multiple utility points of connection surround and serving the Mall. Additionally, the existing ramp structure to the subsurface parking under the Mall is located off of 20th Avenue on the east side of the Mall. These critical infrastructure items for the Mall are depicted on Figure 2.3. The Project Sponsor will be required to demonstrate the necessary relocations of these critical facilities with each phase of redevelopment to ensure the Mall remains functional.

2.4 Requirements for Ground-Disturbing Work

The San Francisco Health Code requires that ground-disturbing activities within portions of the Site comply with Article 22A of the Health Code, commonly known as the Maher Ordinance. Future construction work that involves ground disturbing activities involving more than 50 cubic yards or 1,250 square feet of soil within the Maher Ordinance areas is subject to the Maher Ordinance. The Project Sponsor is responsible for compliance with the Maher Ordinance for planned ground-disturbing activities, which will include controlling Project Site access; managing soil including stockpile management, off Project Site disposal, and dust control; managing storm water runoff; and controlling contact with groundwater.

2.5 Phases of Deconstruction and Abatement

Demolition and abatement activities will occur within phases, consistent with the phases of redevelopment. Abatement and demolition of existing structures are anticipated to be completed with each respective phase of redevelopment. Portions of the existing hardscape and utilities maybe retained through the initial phases of construction to facilitate temporary construction parking, offices, and material and equipment storage yards. Temporary facilities required during abatement and demolition activities, such as temporary equipment and materials laydown areas will be removed from the Project Site as necessary prior to initiation of new infrastructure construction activities.



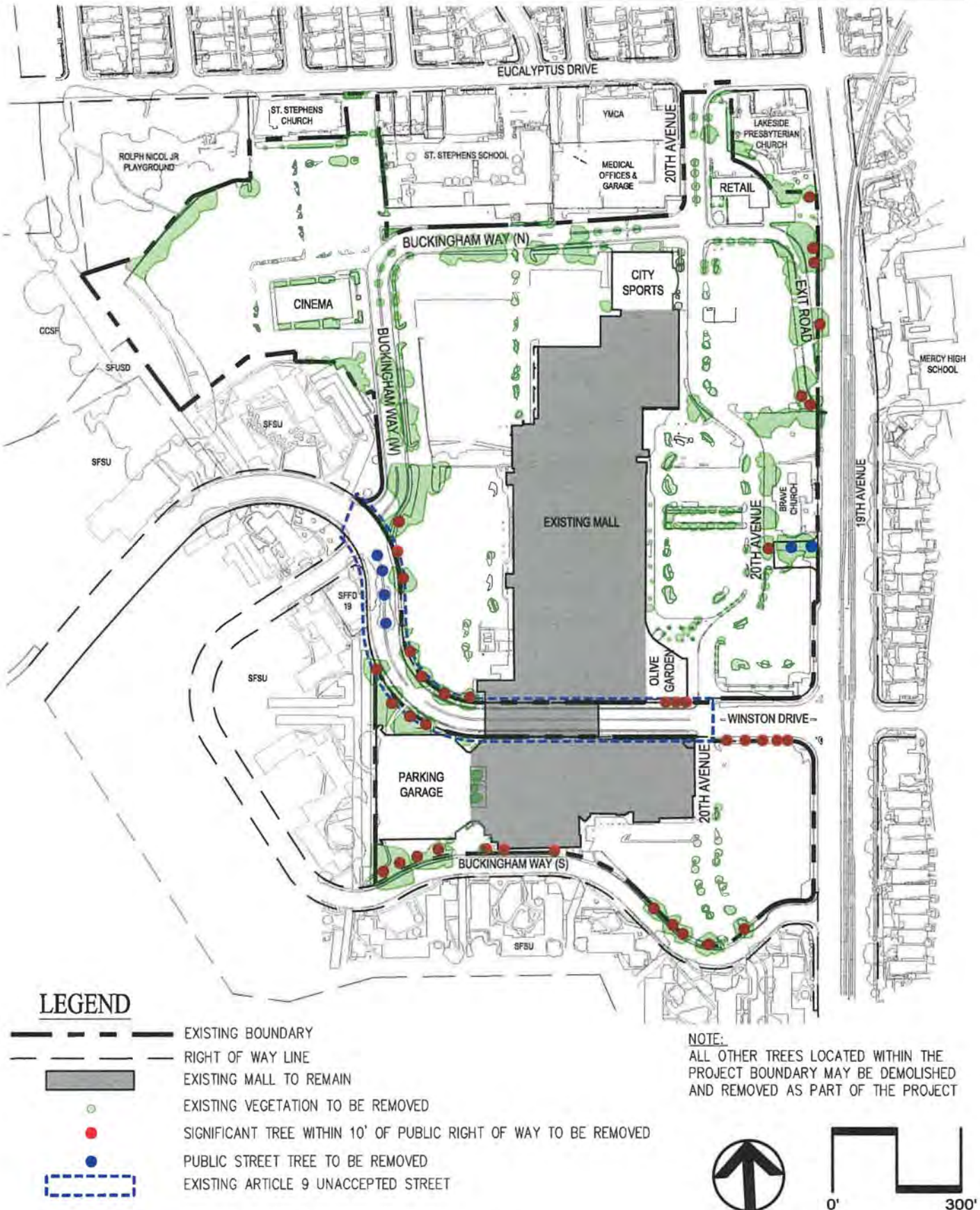


Figure 2.2 Existing Street Trees and Significant Trees

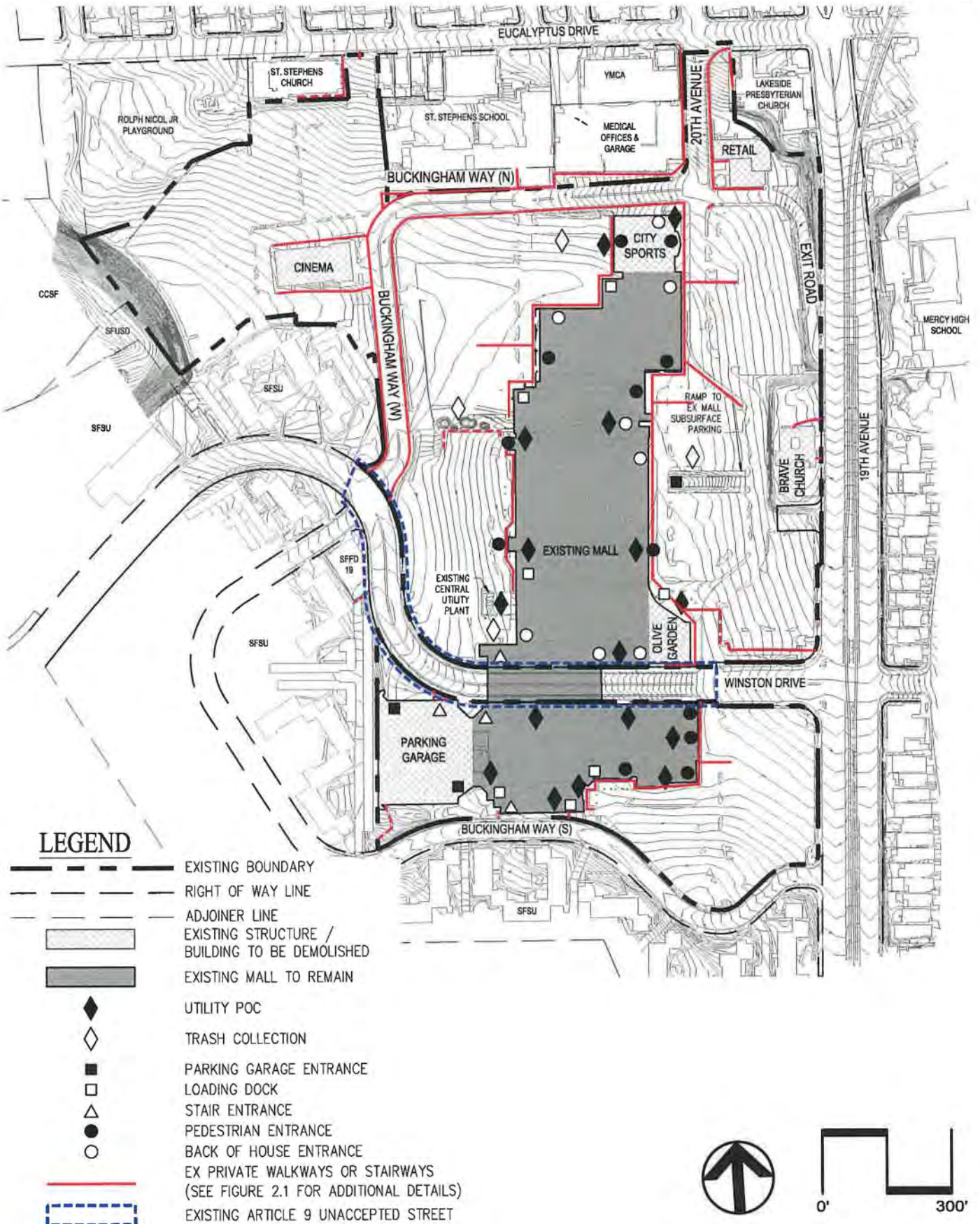


Figure 2.3 Existing Mall Critical Infrastructure

3 GEOTECHNICAL CONDITIONS

3.1 Existing Site Geotechnical Conditions

The Project site history includes primarily agricultural uses until the 1940s. By the mid-1950s the development of the Stonestown Galleria had begun. Historical topographic maps depict that a former stream channel bisected the northern portion of the site and was 20 to 60-feet deep. This historical stream was tributary to Lake Merced. This feature was filled as part of the development that commenced on the site and surrounding neighborhoods in the 1940s.

Based on exploration and deep borings, the subsurface conditions of the Project Site are described as follows. Beneath the existing pavement within the Project Site are deposits of non-engineered fill of varying depth. Within the areas of the historic stream channel, the maximum depth of non-engineered fill encountered is approximately 55-feet. Outside of the historic stream channel area, the non-engineered fill ranges generally up to 5-feet below the existing surface pavement. The existing non-engineered fill generally consists of silty sands with layers of clayey gravel.

Below the non-engineered fill, the explorations encountered the Colma formation. The Colma formation generally consists of dense poorly graded sand with varying amounts of silt fines. The Colma sands have infiltration rates that are typically higher than other soil types and beneficial for stormwater management facilities promoting infiltration. See Figure 3.1 depicting the estimated depths of non-engineered fill below the existing ground surface and the location of the historical stream.

Free groundwater was encountered at a depth of approximately 40-feet below the ground surface. Fluctuations in the level of ground water may occur due to variations in rainfall and underground drainage patterns.

3.2 Existing Site Geotechnical Hazards

3.2.1 Non-Engineered Fill

There is non-engineered fill below the majority of the site. The presence of non-engineered fill and other subsurface structures can lead to excessive foundation settlement of structures and pavement subgrade instability due to variable soil density and material properties.

3.2.2 Liquefaction / Cyclic Softening

Soil liquefaction results from loss of strength during cyclic loading, such as imposed by earthquakes. The portions of the site underlain by over 40-feet of non-engineered fill, the historic stream corridor, have potential for up to 6.5-inches of liquefaction-induced settlement that may occur in an earthquake. The areas where the non-engineered fill is shallower than 40-feet, significant liquefaction is not anticipated.

3.3 **Geotechnical Corrective Measures**

3.3.1 Existing Fill Removal

In the areas of shallow non-engineered fill, the non-engineered fill should be removed to competent native soil and then replaced as compacted engineered soil per the geotechnical engineer's recommendations. This over-excavation will most likely be completed as part of the grading activities for each redevelopment phase of the Project. The extents of corrective grading to address the non-engineered fill are reflected on Figure 3.2.

In the areas of the deep non-engineered fill, where a complete removal and replacement may not be feasible, the non-engineered fill is recommended to be removed to a depth of at least 3-feet below the proposed grades and replaced with compacted engineered fill. This removal will assist in achieving uniform performance for the proposed infrastructure. Below a depth of 3-feet, existing fill may still contain oversized materials. If these materials are encountered during the excavation of deep utilities, localized areas of increased excavation volume is required to be removed and process the areas of the oversized material. The depth of removal of non-engineered fill in areas of deep utilities, including sewers, will be subject to investigation, review and approval during detailed design.

3.3.2 Deep and Intermediate Foundations

Proposed buildings underlain by deep non-engineered fill will be placed on ground improvement or deep foundations. Deep foundation types may include driven precast concrete or steel piles, cast-in-drilled holes, or auger-cast piles. Ground improvement measures may include deep soil mixing or geopiers. It is anticipated that these measures will extend into Colma sands below the non-engineered fills to support the structures with only minor settlements and will provide adequate building support during liquefaction, seismic events, and ground settlement.

3.4 Phases of Geotechnical Corrective Measures

The geotechnical corrective measures will be completed in phases to facilitate the proposed development. It is anticipated that the majority of the geotechnical corrective measures will be completed in conjunction with the demolition and mass grading operations at the start of each phase of redevelopment of the Project.

Any proposed geotechnical corrective measures within the public rights-of-way will require review and approval from the Department of Public Works.

3.5 Additional Geotechnical Studies

Supplemental design-level geotechnical studies and reports will be prepared as required to support the proposed infrastructure. Design-level geotechnical reports for private building parcels will be prepared and submitted as part of the building permit process.

Infiltration testing will support the planning and design of the Project stormwater management facilities. Exploratory infiltration tests should be completed during the MUP processing. MUP level testing should include a broad-based location approach and select locations in all major areas of the site. Project specific infiltration tests shall be conducted for individual SIP, PIP and SCP submittals. Street Improvement Permit (SIP), Private Improvement Permit (PIP) and Final Stormwater Control Plan (SCP) testing locations should be specific to each type of green infrastructure facility and each sub-watershed. Refer to Section 12 for Stormwater Management and sub-watershed boundaries for the Project. Infiltration testing shall be in accordance with SFPUC standards. The Project shall coordinate assumed soil infiltration performance with proposed areas of placed fill. Proposed fill areas will require a complete CSI-based specification with a stated minimum infiltration rate and a field verification testing process.

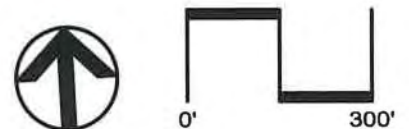
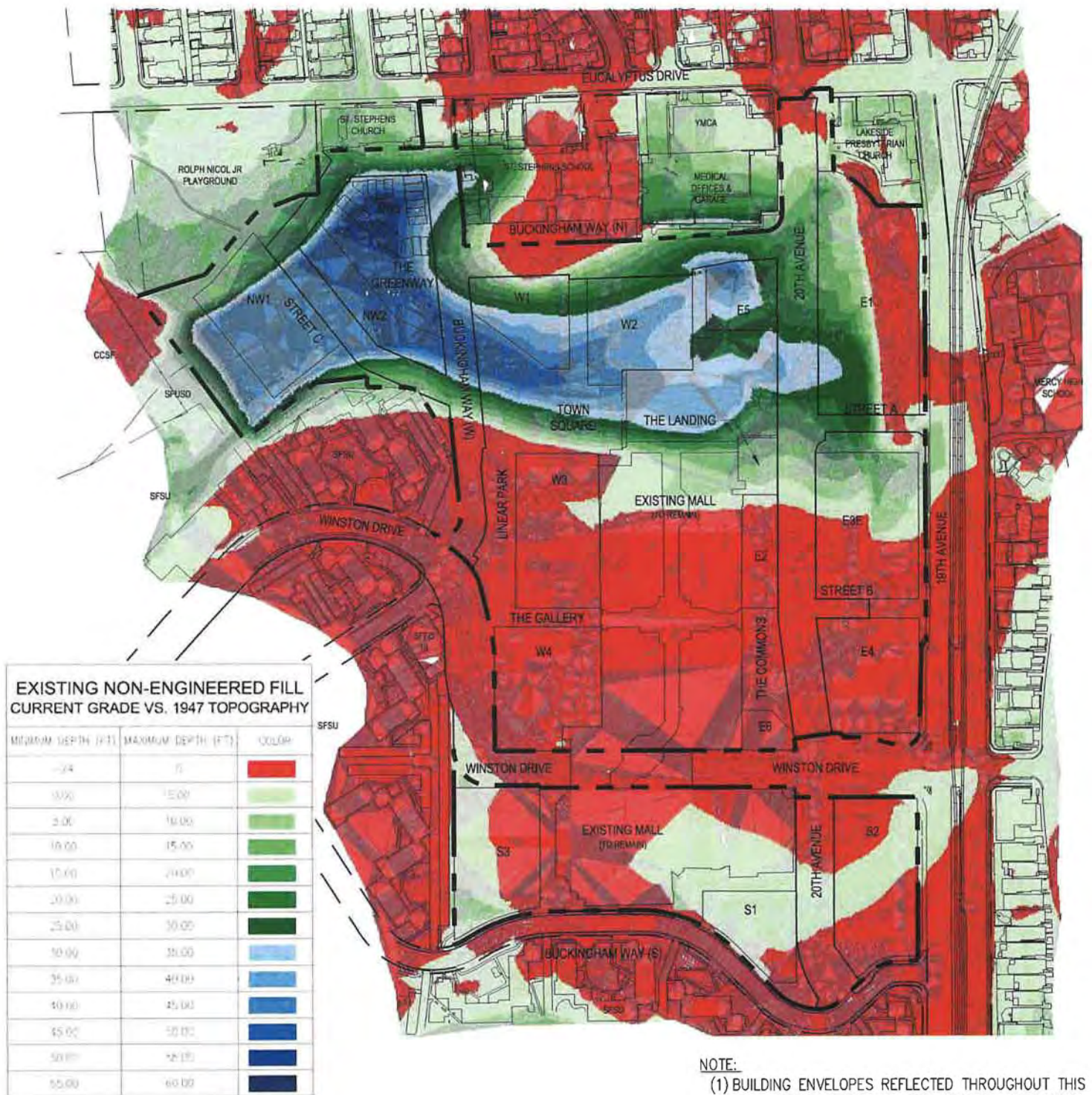


Figure 3.1 Existing Depths of Non-Engineered Fills

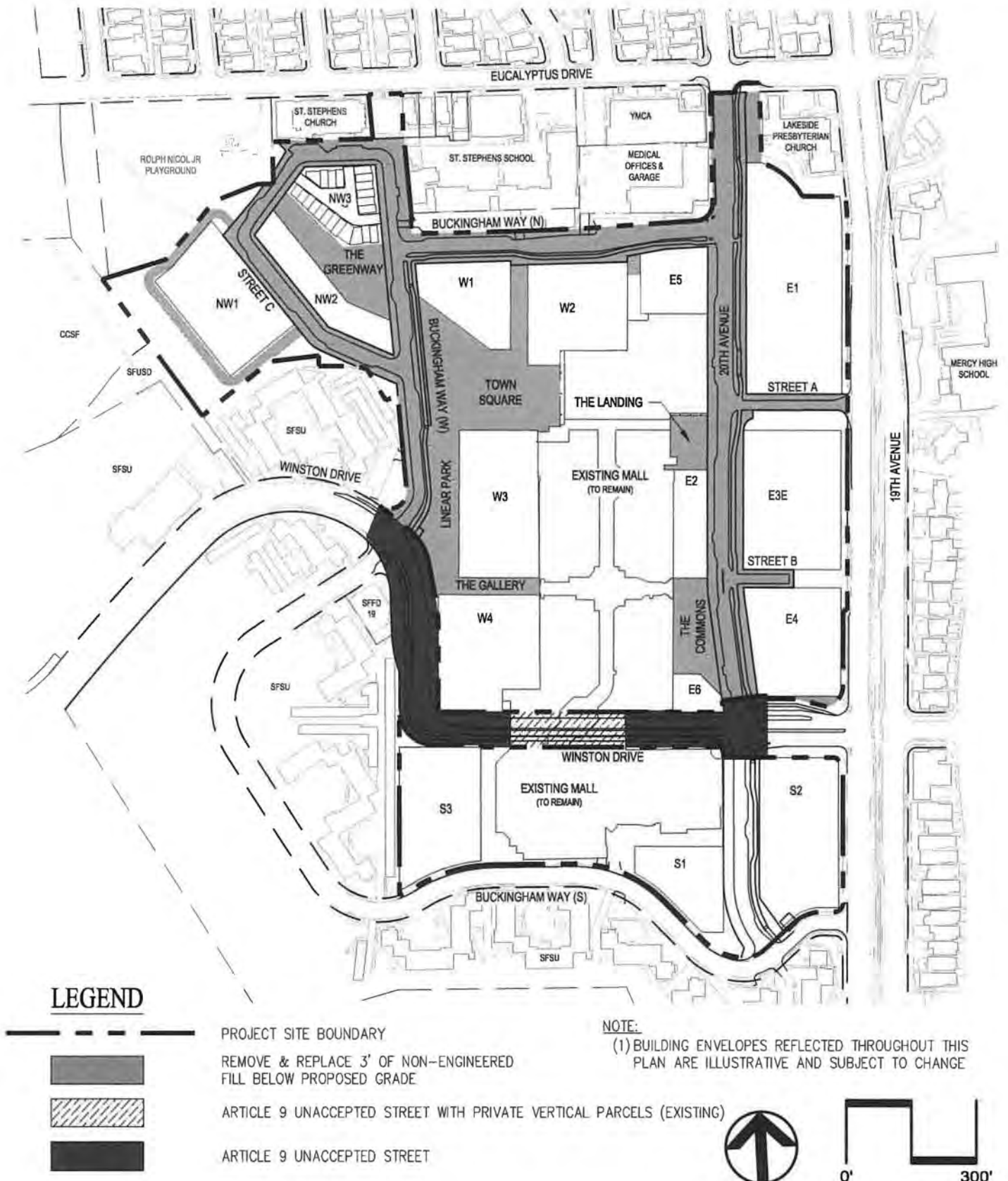


Figure 3.2 Limits of Corrective Grading - Overexcavation Areas

4 SITE GRADING

4.1 Existing Site Conditions

The existing topography of the Project primarily slopes downward from the northeast to the southwest, towards lower elevations at SFSU and Lowell High School. There is an overall grade change of nearly 60-feet across the site. The existing elevations within the Project range from 200-feet at the intersection of 20th Avenue and Eucalyptus Drive to 135-feet both at the southwest corner of the property at Buckingham Way (S) and on the western edge of the existing parking lot adjacent to Rolph Nicol Jr. Playground (SFVD13). The change in elevation across the Site results in segments of the existing streets and parking lots exceeding 5% slopes. There are also existing retaining walls within the Site, including large retaining walls separating elevations of the existing parking lot on the west side of the Mall, along the access road to 19th Avenue and along Buckingham Way (S).

The Mall has 3 main levels. The ground level is accessed east and west of the Mall and is at elevation 166.7. The lower level, including the underground parking is at elevation 150.5. The main level of Target and South Mall is elevation 163.5.

Existing sidewalks to remain within the Project boundary or along the north side of Buckingham Way (N) and west side of 20th Avenue will be surveyed at the SIP or PIP stage of the project to confirm CBC Chapter 11B code compliance. Any areas not compliant will be required to be reconstructed to be compliant as part of the SIP or PIP scope of work. Sidewalk improvement areas will also include areas at curb ramps for new traffic signals or other applicable intersection improvements.

The Project Site has limited vegetation, mostly street trees and low plants adjacent to the drive aisles and streets within the existing parking lots and along the perimeter of the Project. The Project Site has approximately 90% impervious coverage. See Figure 4.1 depicting the existing Project Site topography and Project Site conditions.

4.2 Proposed Grading Overview

The Project will generally maintain the existing elevations within the Project and the associated drainage patterns. The proposed buildings will accommodate grade differentials with varying elevations at building entrances. The proposed streets will connect to the surrounding streets and well as maintain accessible entries to the Mall and proposed plaza areas. Regrading of existing street may be required. The proposed street slopes will generally be maintained less than 4.5%, except for five (5) locations where the street slope will exceed 5% in order to address the existing grade differential and adjacent property conditions. Proposed street slopes steeper than

4.5% may not be allowed if it is technically feasible to provide slopes that are accessible to people with disabilities. The five locations where it is technically infeasible to achieve street slopes less than 4.5% are as follows:

- 1) 20th Avenue, between Eucalyptus Drive and Buckingham Way (N);
- 2) Buckingham Way (N), between 20th Avenue and the W2 garage intersection;
- 3) Street C, north of Buckingham Way (N) to the existing St. Stephen's School driveway;
- 4) Winston Drive, between 20th Avenue and the Winston Drive squared-off intersection (Article 9 Unaccepted Street);
- 5) Street A, from 19th Avenue to 20th Avenue.

Refer to Figures 4.2 and 4.3 for maximum street slopes allowed in each roadway segment. Sidewalk slopes shall not exceed adjacent street slopes per the California Building Code. An accessible route (compliance with CBC Chapter 11B) will be provided from 19th Avenue to 20th Avenue along the south side of Street A in the planned adjacent open space area. Pedestrian walks will also be required within the open space area between Blocks W3 and W4 in order to transition from the Mall access elevation of 166.7-feet to the elevation of the adjacent street (Buckingham Way (W) and Winston Drive) which are near elevation 151-feet. These transitional areas will be designed to provide walks that comply with accessibility standards. The Project Sponsor will be responsible for the design and construction of the proposed site grading. The proposed site grading is depicted on Figure 4.2.

The overland release will be contained within the height of the curbs for both public and private streets. The proposed grading will also utilize the streets and open space areas as corridors of overland release to ensure storm flows from an extreme storm (i.e. 100-year event) will flow overland and discharge without causing impacts to buildings and private property. The 100-year, 24-hour event will be analyzed further during the Grading and Drainage Master Plan for overland release and utilize an intensity of 4.78-inches per hour. Refer to Table 11.1 for 100-year design storm criteria. Overland releases will require an easement dedicated to the City encompassing the private streets and along the southern side of Block NW1 to maintain current drainage patterns.

The existing Winston Drive tunnel is a road undercrossing that does not have overland release. Winston Drive between Buckingham Way (W) and 20th Avenue (including the Tunnel) will remain as an Unaccepted Street per Article 9 of the CCSF Public Works Code. Accordingly, the private combined sewer system that collects and conveys runoff from this depressed section to the south will be examined in order to convey the 100-year design storm. Initial analysis indicates that the 100-Year Design Storm flows could potentially be conveyed with the addition of catch basins within this undercrossing. Further detailed modeling of this condition, including review of downstream effects, if any, will be completed as part of the Grading and Drainage

Master Plan. Figures 4.5 and 4.6 depict the proposed paths of overland release within the Project, as the topography of existing public rights-of-way release through these private areas.

4.3 Elevation and Grading Design Criteria

Table 4.1 – Elevation and Grading Design Criteria

Parameter	Design Criteria	Source ⁽¹⁾
Minimum Flow Line Slope & Minimum Street Longitudinal Slope	0.5% Between Grade Breaks (1% at Curb Ramps and Within Crosswalk Limits)	2015 CCSF Sub Regs
Maximum Street Longitudinal Grade	8%	2015 CCSF Sub Regs (2) & 2010 ADAS
Minimum Slopes for Grading of Street Centerlines	0.5%	
Overland Release Effective Slope (Sawtooth Grading Design)	0.3% Measured from High Point to High Point	
Minimum Street Cross Slope	1.00%	
Maximum Street Cross Slope	5%	
Street Slope in Any Direction at Transit Stops, Accessible Parking Spaces, and Accessible Passenger Loading Zones	Minimum: 1% Maximum: 1.67%	2010 SF BSP, 2015 CCSF Sub Regs, 2010 ADAS, SFPW DO, MOD Bulletins, 2022 CBC, SF SP
Street Intersection Grade	Approximate 1.5% Platform	
Crosswalks	Street Running Grade: Minimum: 1% Maximum: 1.67% (Positive Drainage Toward the Streets is Required)	2010 ADAS, SFPW DO, MOD Bulletins, 2022 CBC, SF SP
Sidewalks	Longitudinal Slope: Match Adjacent Street Grade Cross Slope: 1 Minimum and 1.67% Maximum (Positive Drainage Toward the Street is Required)	2010 SF BSP, 2015 CCSF Sub Regs, 2010 ADAS, SFPW DO, MOD Bulletins, 2022 CBC, SF SP
Requirement for Vertical Curve	Changes in Longitudinal Street Grades in Which the Absolute Value of the Algebraic Difference in Grades Exceeds 1.5 Vertical Curves must comply with current AASHTO Greenbook	2015 CCSF Sub Regs
Minimum Curb Height	6-inches ⁽¹⁾	2010 SF BSP, 2015 CCSF Sub Regs, 2010 ADAS, SFPW DO, MOD Bulletins, 2022 CBC, SF SP
Curb Ramp and Crosswalk Design	SF Public Works Drawing No. RX-1 through RX-11	2010 SF BSP, 2015 CCSF Sub Regs, 2010 ADAS, SFPW DO, MOD Bulletins, 2022 CBC, SF SP
Maximum Curb Height Except at Curb Ramps and Parking Spaces	8-inches	2010 SF BSP, 2015 CCSF Sub Regs, 2010 ADAS, SFPW DO, MOD Bulletins, 2022 CBC, SF SP
Maximum Curb Height at Curb Ramp and Within Crosswalk Extents (Flared Sides)	7-inches	2010 SF BSP, 2015 CCSF Sub Regs, 2010 ADAS, SFPW DO, MOD Bulletins, 2022 CBC, SF SP
Maximum Curb Height at Parking Spaces	7.2-inches	2010 SF BSP, 2015 CCSF Sub Regs, 2010 ADAS, SFPW DO, MOD Bulletins, 2022 CBC, SF SP
Plazas and Paseos Surface Slope to Drainage Structure	1% Minimum	

(1) Minimum curb height reduced to 4-inches at raised pedestrian crossings and at overland release corridors with approval by SFPUC and SFPW Hydraulics on a case by case basis.

(2) Maximum street longitudinal grade may exceed 8% (maximum 17%) based on the SFPW DAC approved exceptions noted herein. Site grading is required to be accessible to the extent feasible to allow persons with disabilities to use the Public right-of-way per Title II of the American with Disabilities Act. Each location where an exception is requested will be evaluated on the basis of Technical Infeasibility.

(3) Design speed for each street segment within the Project will be defined at Basis of Design.

(4) 2010 SF BSP 2010 San Francisco Better Streets Plan
 2015 CCSF Sub Regs 2015 City and County of San Francisco Subdivision Regulations
 2010 ADAS 2010 ADA Standards for Accessible Design
 SFPW DO San Francisco Public Works Department Director's Order
 MOD Bulletins San Francisco Mayor's Office on Disability Bulletins
 2022 CBC 2022 California Building Code
 SF SP San Francisco Public Works Department Standard Plans and Specifications

4.4 Earthwork Quantities

The estimated earthwork associated with the site grading is summarized in Table 4.2.

Table 4.2 Earthwork Quantities

Description	Cut (CY)	Fill (CY)
Site Improvement Grading	104,400	65,000
Basement Excavation	98,100	0
Off-Haul	(137,500)	0
Total	65,000	65,000

4.5 Phases of Site Grading

The site grading will occur in phases as necessary to implement the specific proposed Development Phase. The limits and quantity of site grading will be minimized to the extent practical for each Development Phase. The proposed site grades will conform to the existing adjacent grades as close to the perimeter of that Development Phase area as possible. Interim grading will be completed and maintained as necessary to support existing facilities and improvements impacted by the proposed Development Phases.

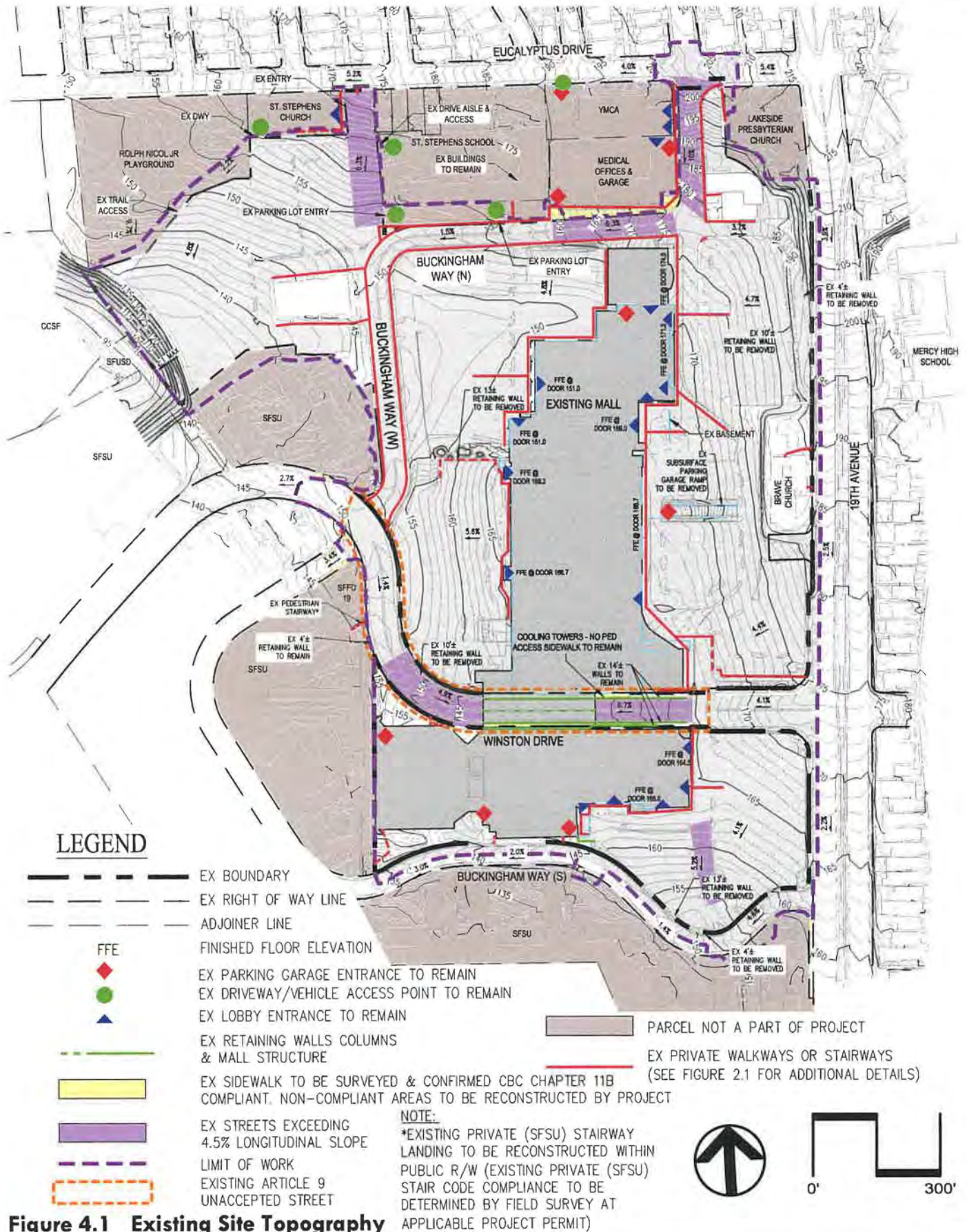
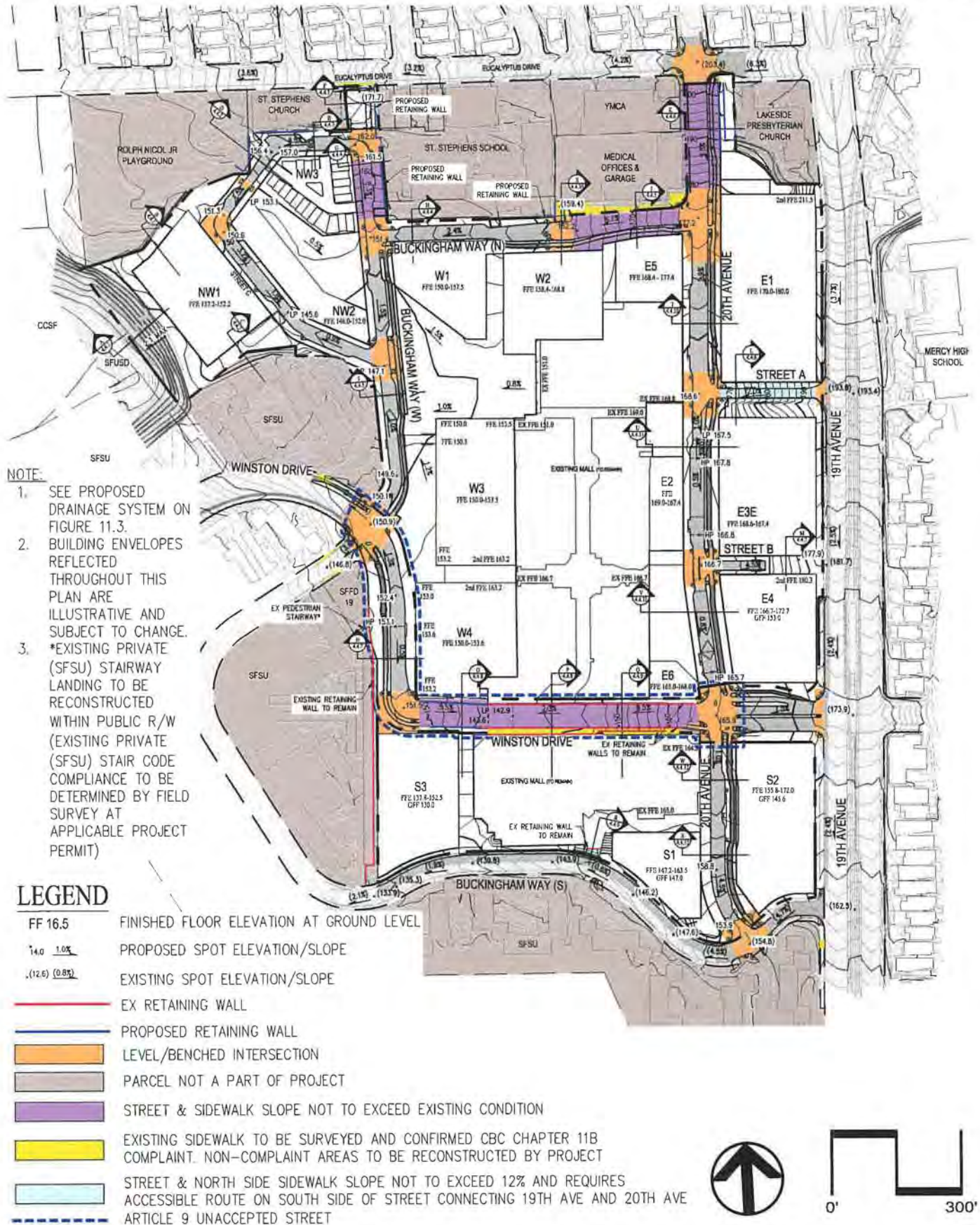
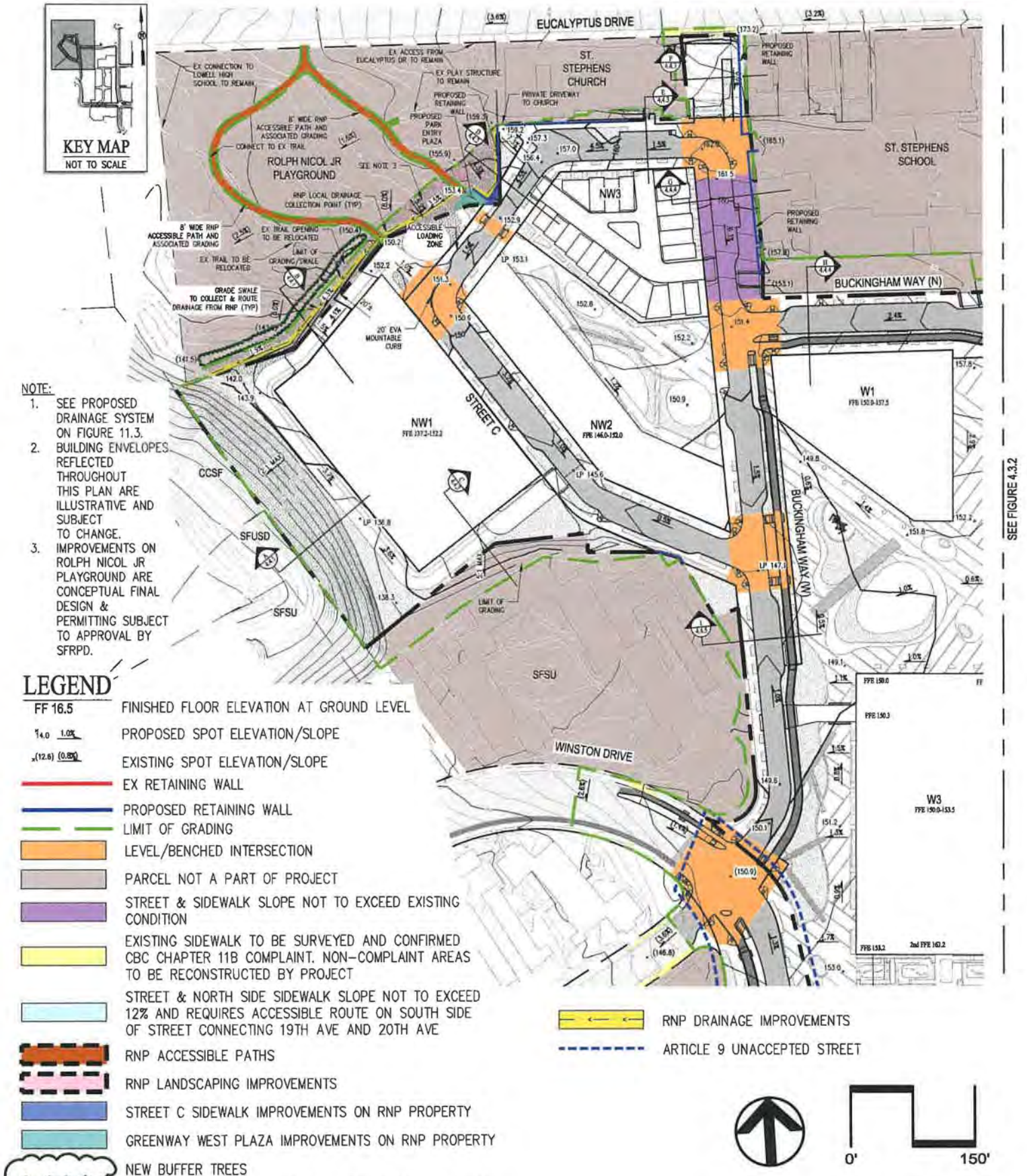


Figure 4.1 Existing Site Topography

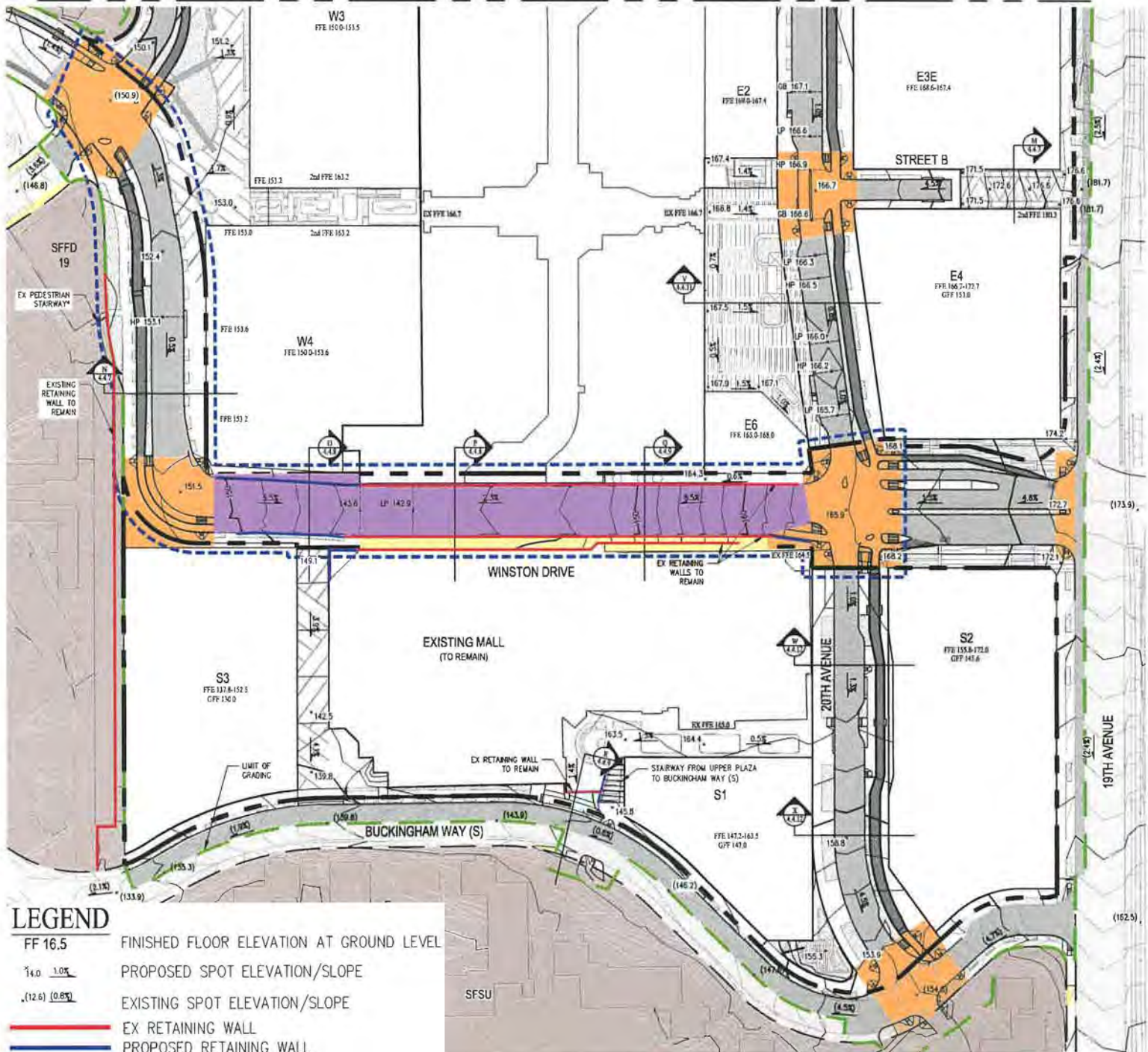




SEE FIGURE 4.3.2



SEE FIGURE 4.3.2



LEGEND

- FF 16.5 FINISHED FLOOR ELEVATION AT GROUND LEVEL
- 14.0 1.0% PROPOSED SPOT ELEVATION/SLOPE
- 12.6 0.8% EXISTING SPOT ELEVATION/SLOPE
- EX RETAINING WALL
- PROPOSED RETAINING WALL
- LIMIT OF GRADING
- LEVEL/BENCHED INTERSECTION
- PARCEL NOT A PART OF PROJECT
- STREET & SIDEWALK SLOPE NOT TO EXCEED EXISTING CONDITION
- EXISTING SIDEWALK TO BE SURVEYED AND CONFIRMED CBC CHAPTER 11B COMPLAINT. NON-COMPLAINT AREAS TO BE RECONSTRUCTED BY PROJECT
- STREET & NORTH SIDE SIDEWALK SLOPE NOT TO EXCEED 12% AND REQUIRES ACCESSIBLE ROUTE ON SOUTH SIDE OF STREET CONNECTING 19TH AVE AND 20TH AVE

ARTICLE 9 UNACCEPTED STREET

NOTE:

1. SEE PROPOSED DRAINAGE SYSTEM ON FIGURE 11.3.
2. BUILDING ENVELOPES REFLECTED THROUGHOUT THIS PLAN ARE ILLUSTRATIVE AND SUBJECT TO CHANGE.
3. *EXISTING PRIVATE (SFSU) STAIRWAY LANDING TO BE RECONSTRUCTED WITHIN PUBLIC R/W (EXISTING PRIVATE (SFSU) STAIR CODE COMPLIANCE TO BE DETERMINED BY FIELD SURVEY AT APPLICABLE PROJECT PERMIT)

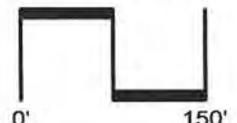
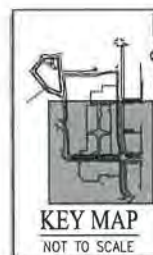


Figure 4.3.3 Proposed Detailed Site Grading

LEGEND

EG	EXISTING GROUND
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE

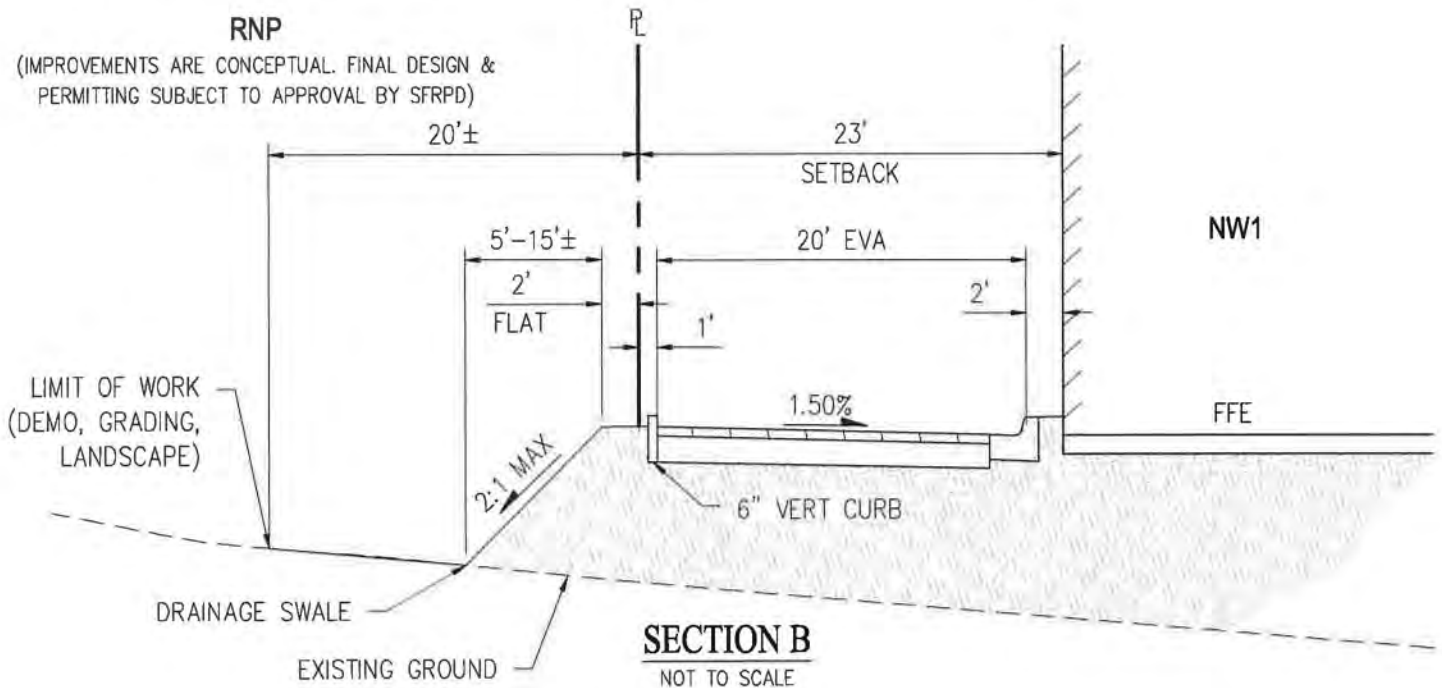
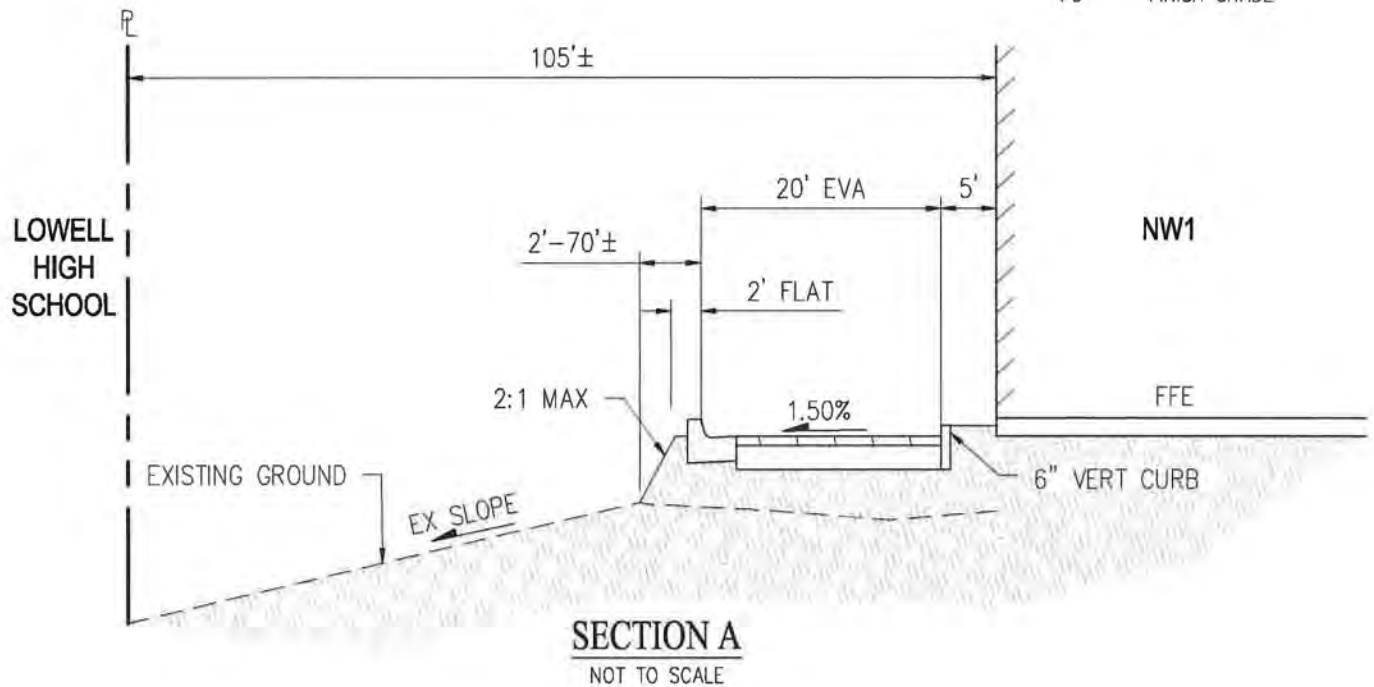
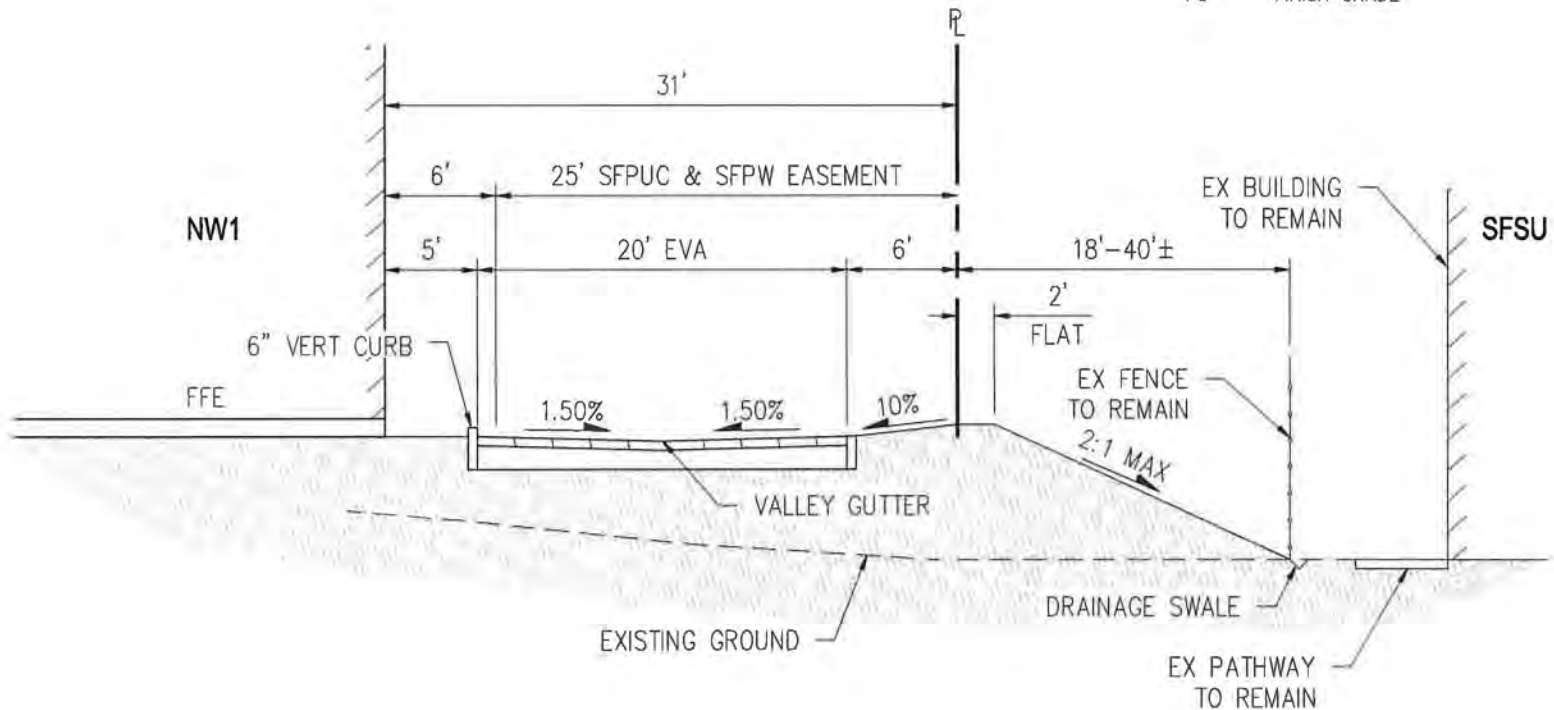


Figure 4.4.1 Proposed Grading Sections

LEGEND

EG	EXISTING GROUND
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE



RNP
(IMPROVEMENTS ARE
CONCEPTUAL. FINAL DESIGN &
PERMITTING SUBJECT TO
APPROVAL BY SFRPD)

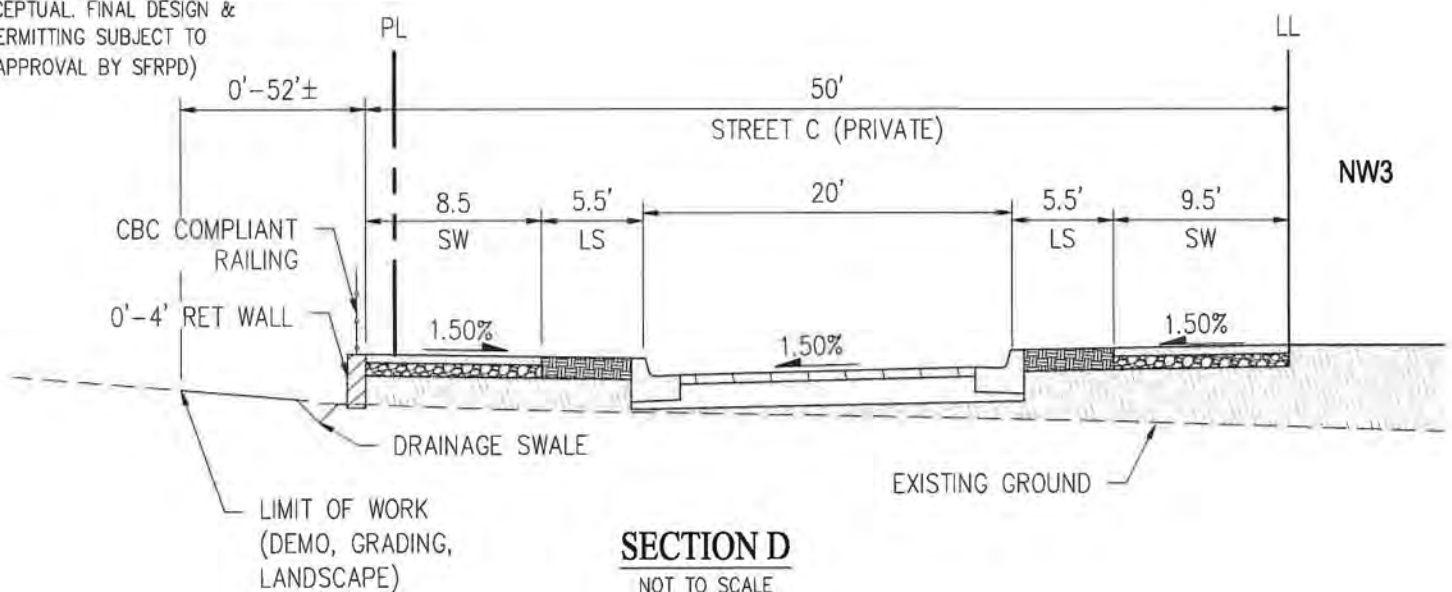


Figure 4.4.2 Proposed Grading Sections

LEGEND

EG	EXISTING GROUND
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE

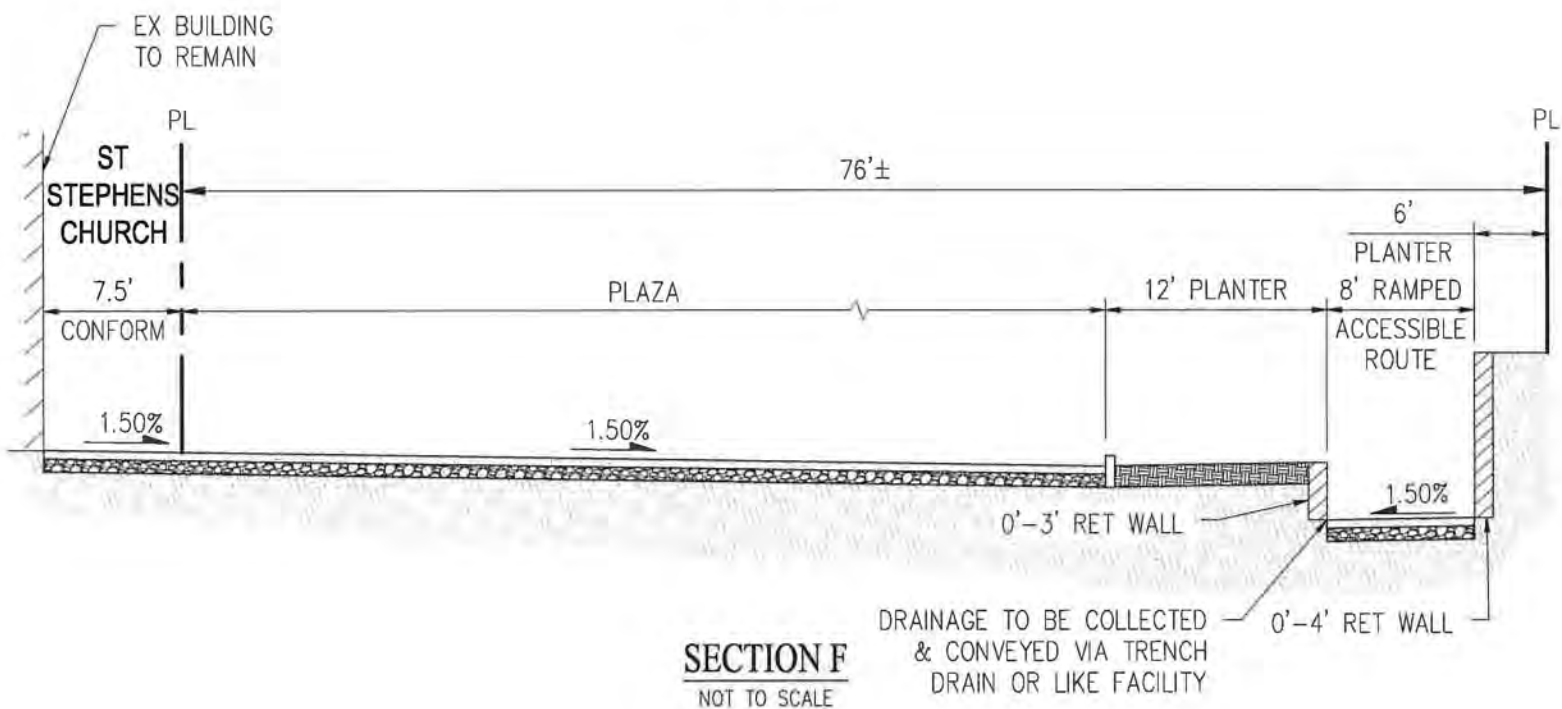
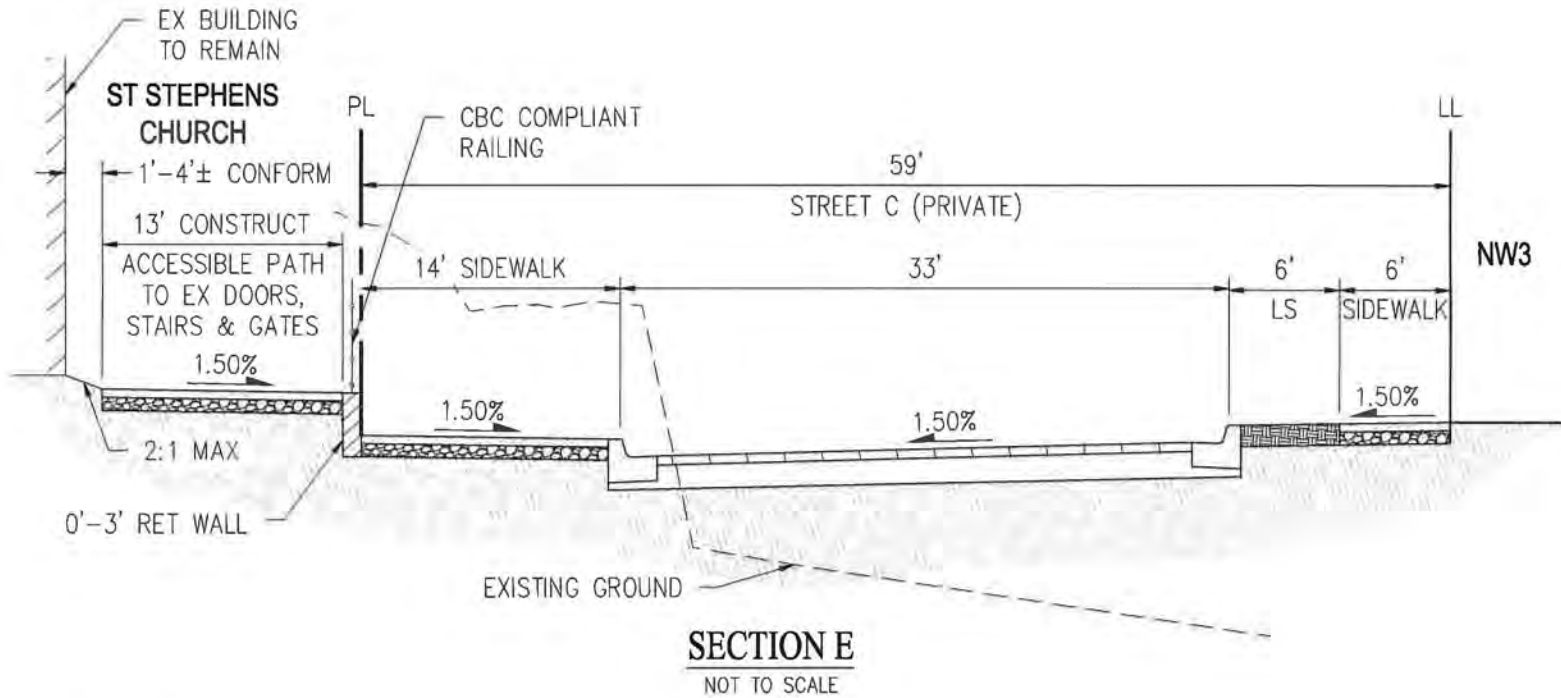


Figure 4.4.3 Proposed Grading Sections

LEGEND

EG	EXISTING GROUND
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE

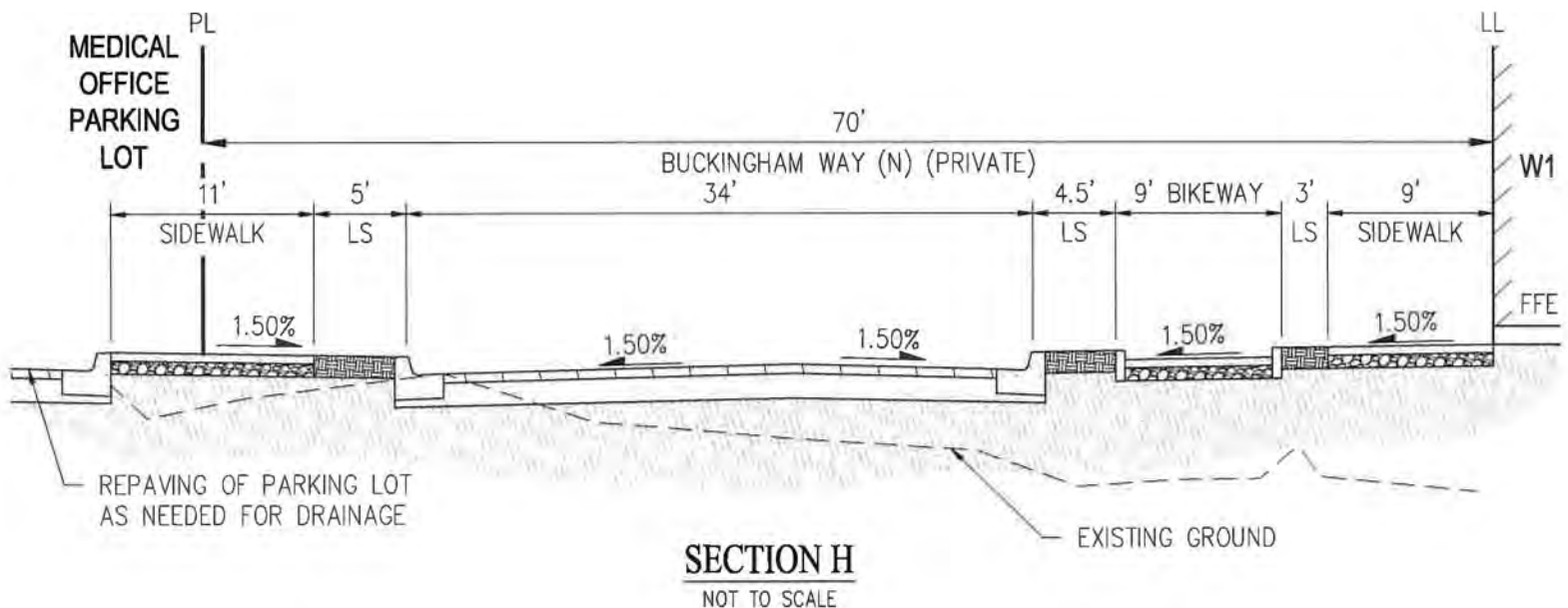
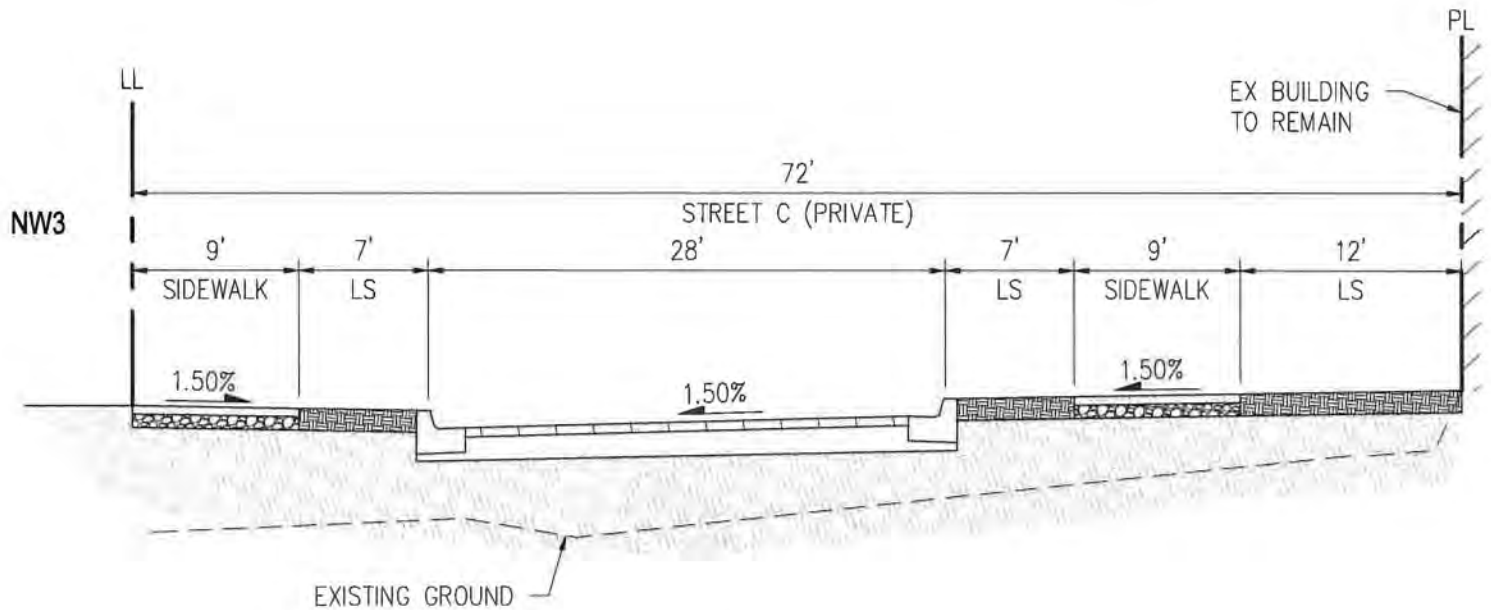


Figure 4.4.4 Proposed Grading Sections

NOTES:

1. EXISTING SIDEWALK TO BE SURVEYED AND CONFIRMED CBC CHAPTER 11B COMPLIANT. NON-COMPLIANT AREAS TO BE RECONSTRUCTED BY PROJECT.

LEGEND

EG	EXISTING GROUND
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE

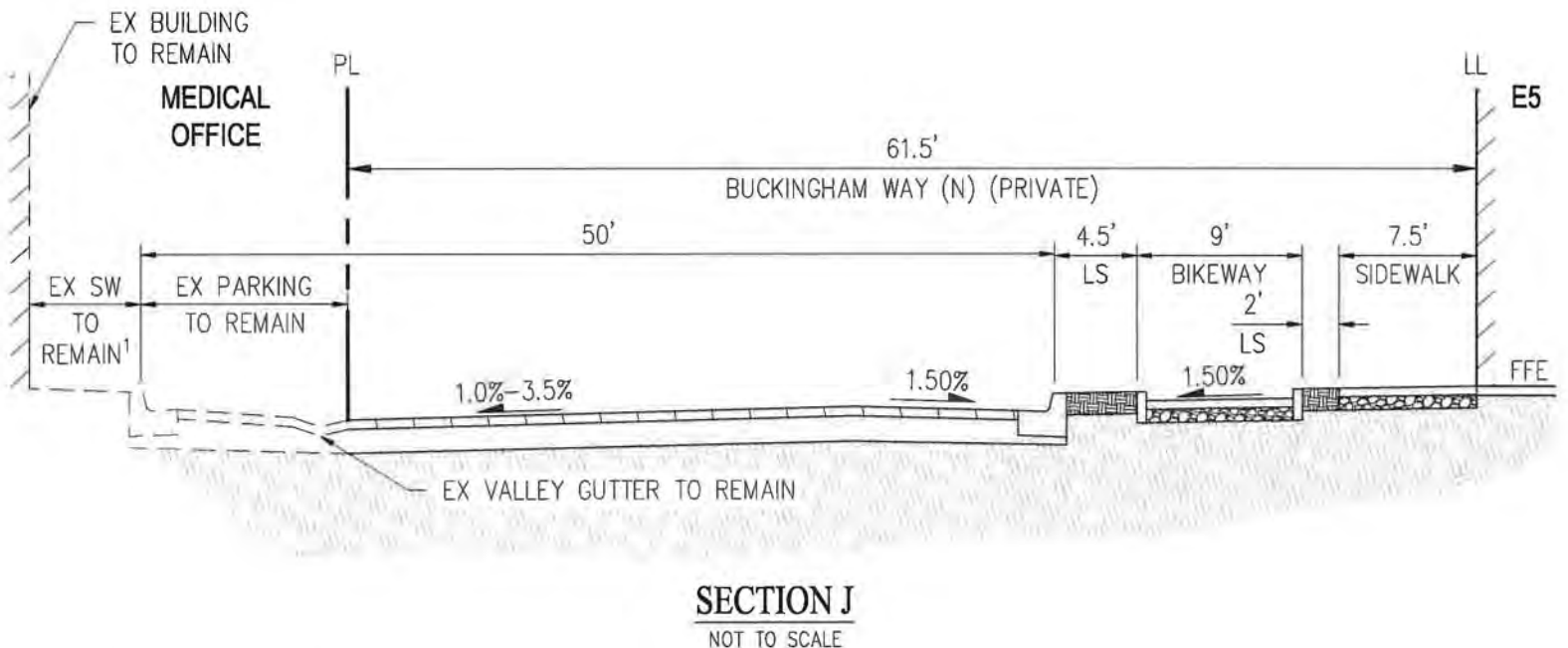
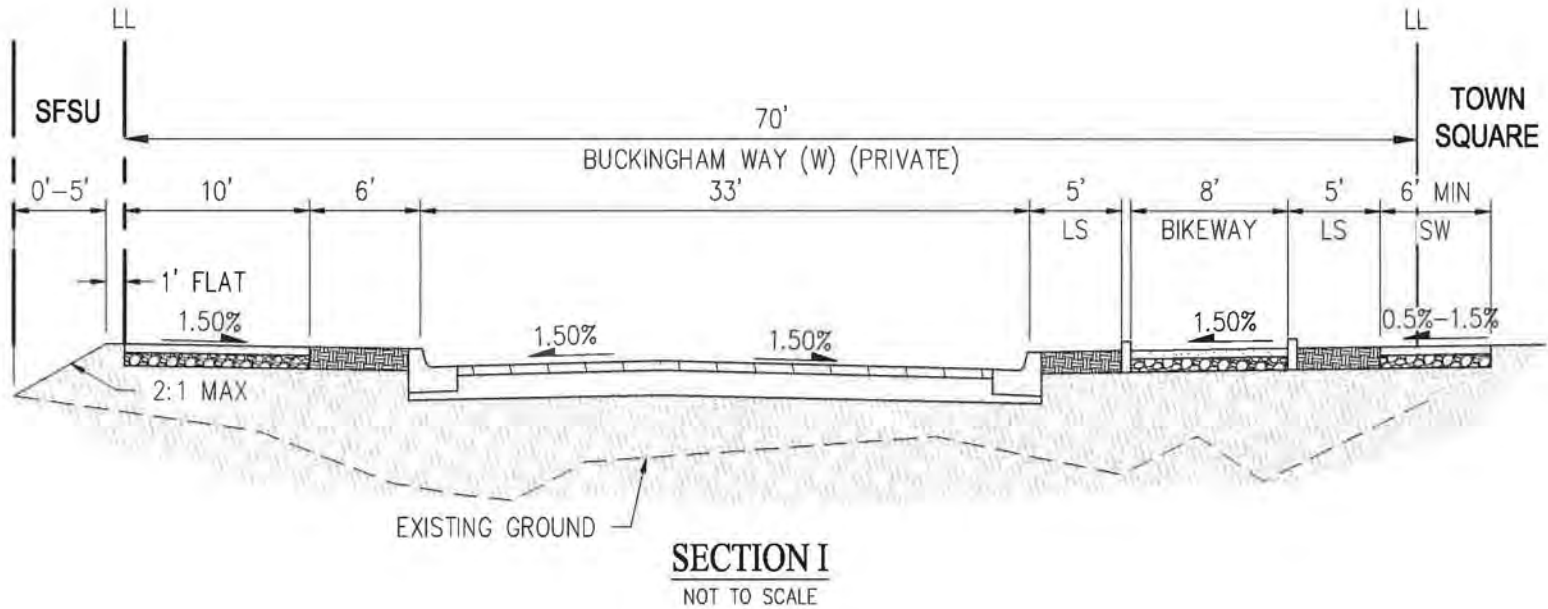


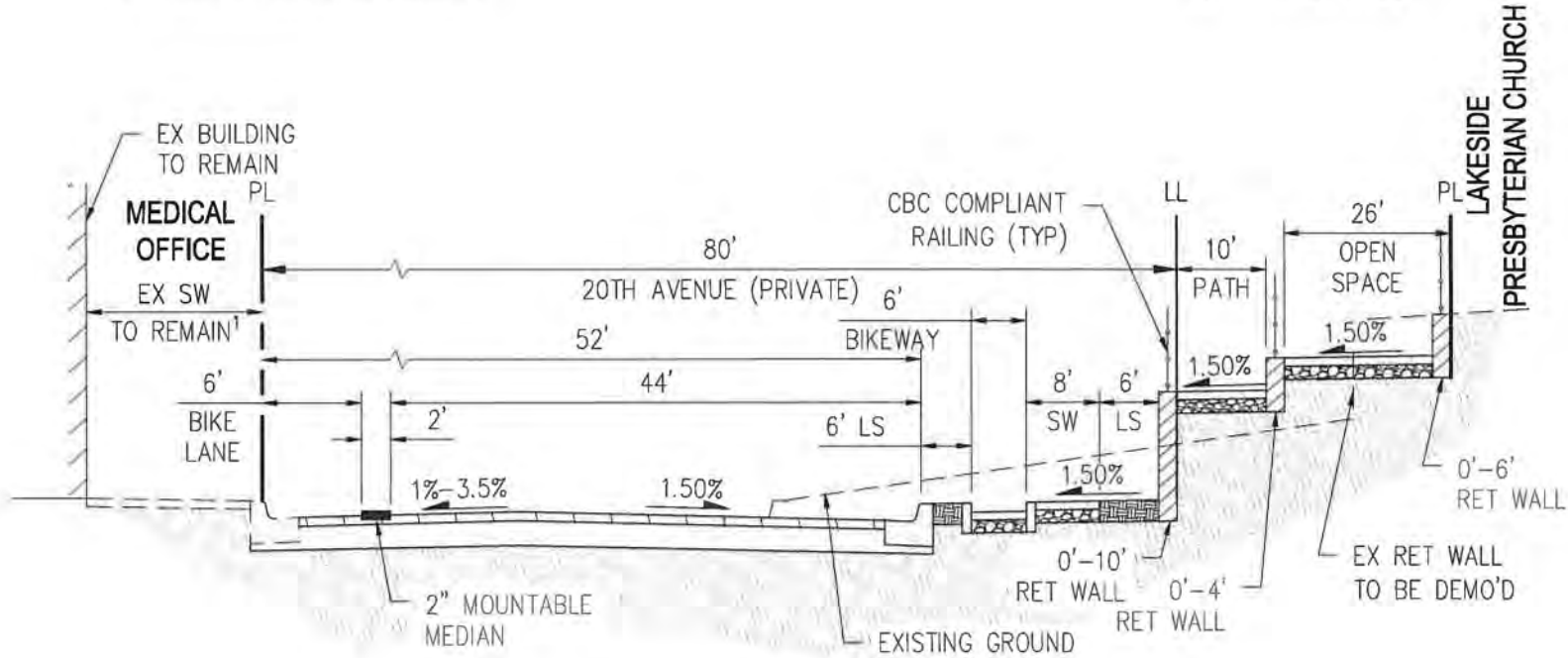
Figure 4.4.5 Proposed Grading Sections

NOTES:

1. EXISTING SIDEWALK TO BE SURVEYED AND CONFIRMED CBC CHAPTER 11B COMPLIANT. NON-COMPLIANT AREAS TO BE RECONSTRUCTED BY PROJECT.

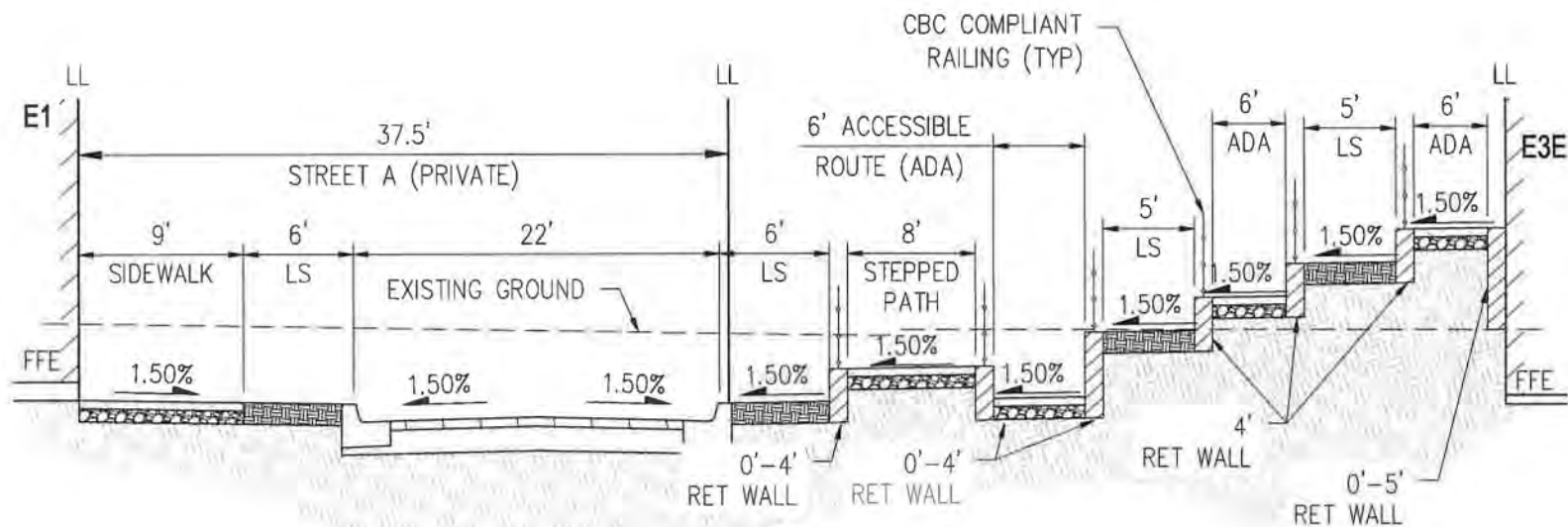
LEGEND

EG	EXISTING GROUND
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE



SECTION K

NOT TO SCALE



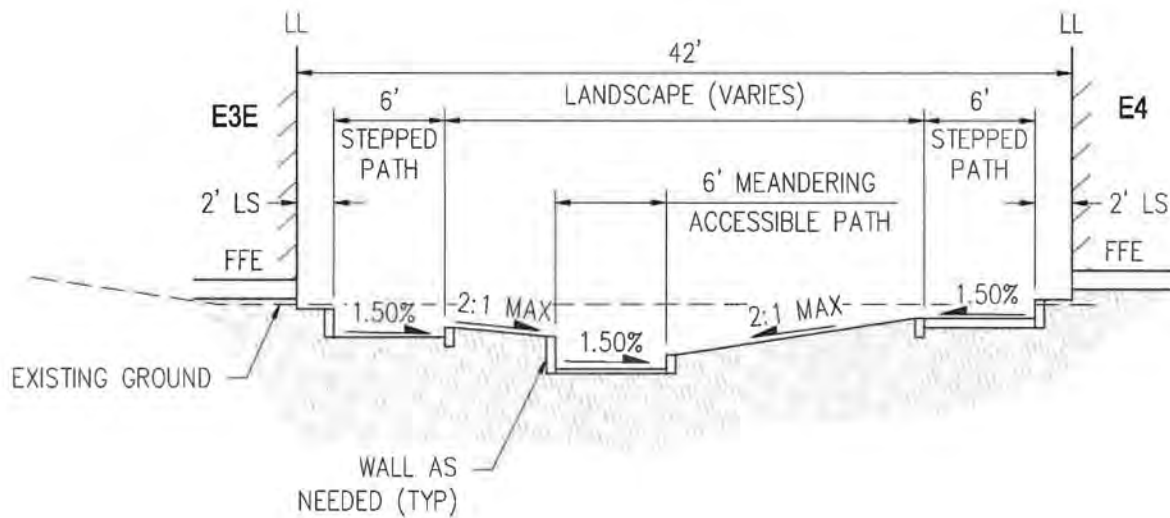
SECTION L

NOT TO SCALE

Figure 4.4.6 Proposed Grading Sections

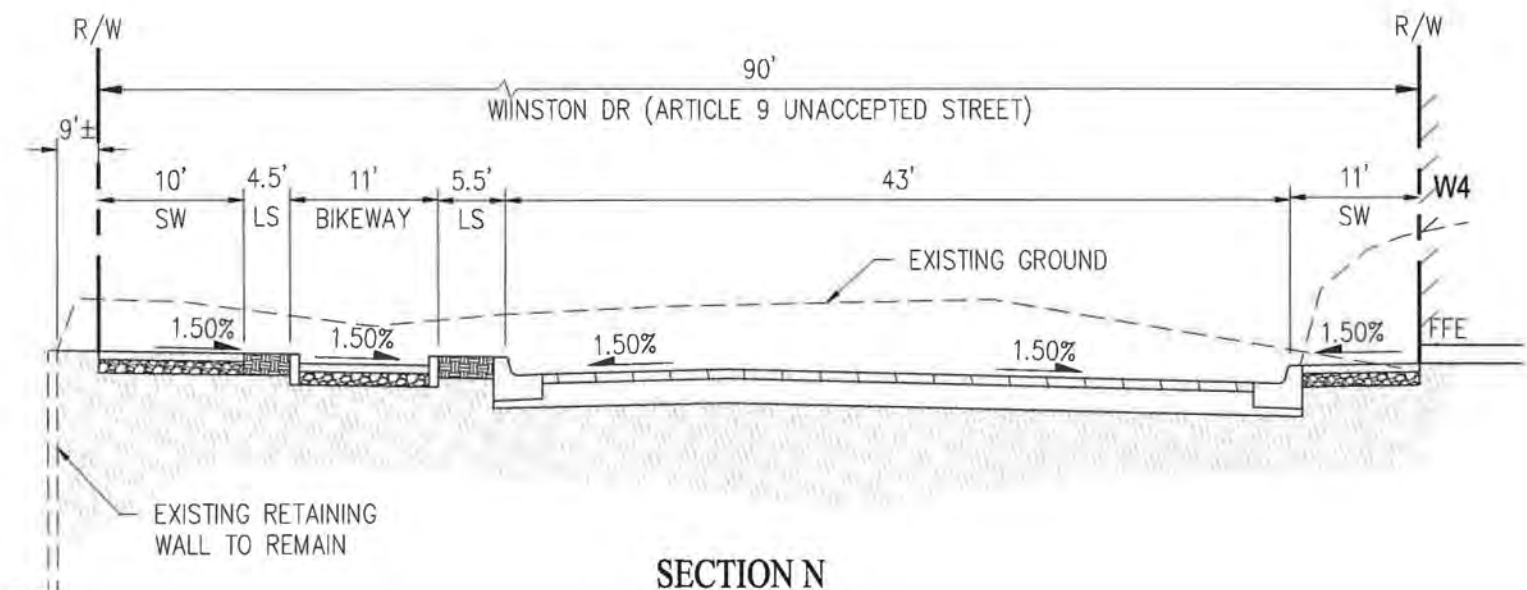
LEGEND

EG	EXISTING GROUND
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE



SECTION M

NOT TO SCALE



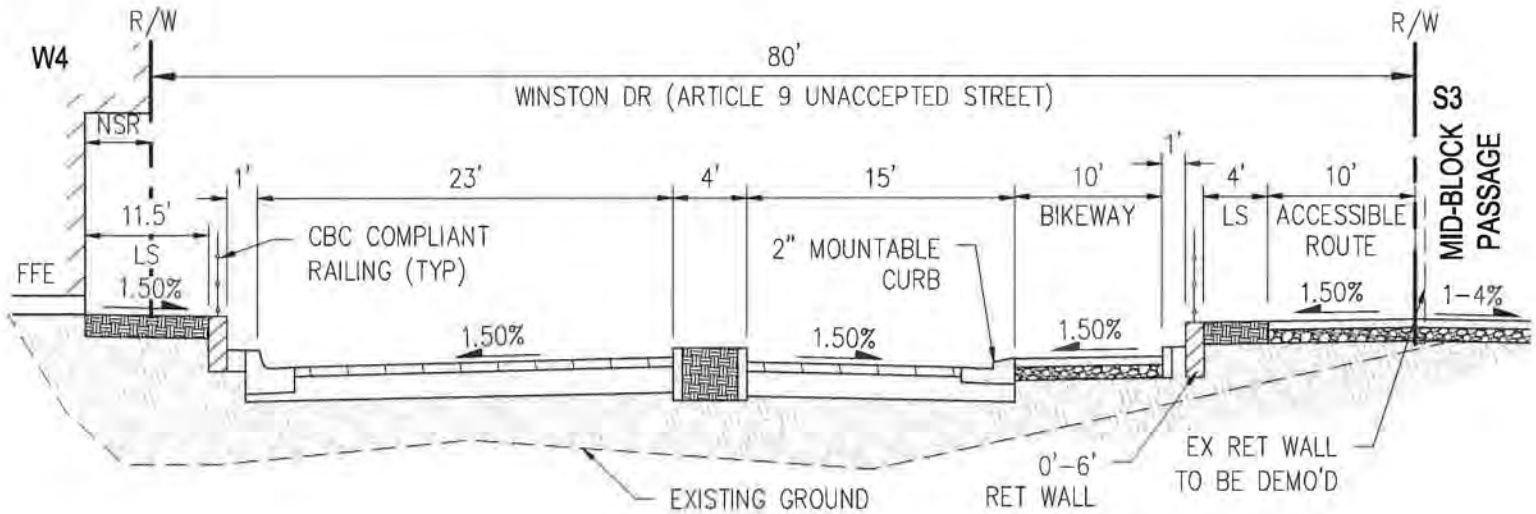
SECTION N

NOT TO SCALE

Figure 4.4.7 Proposed Grading Sections

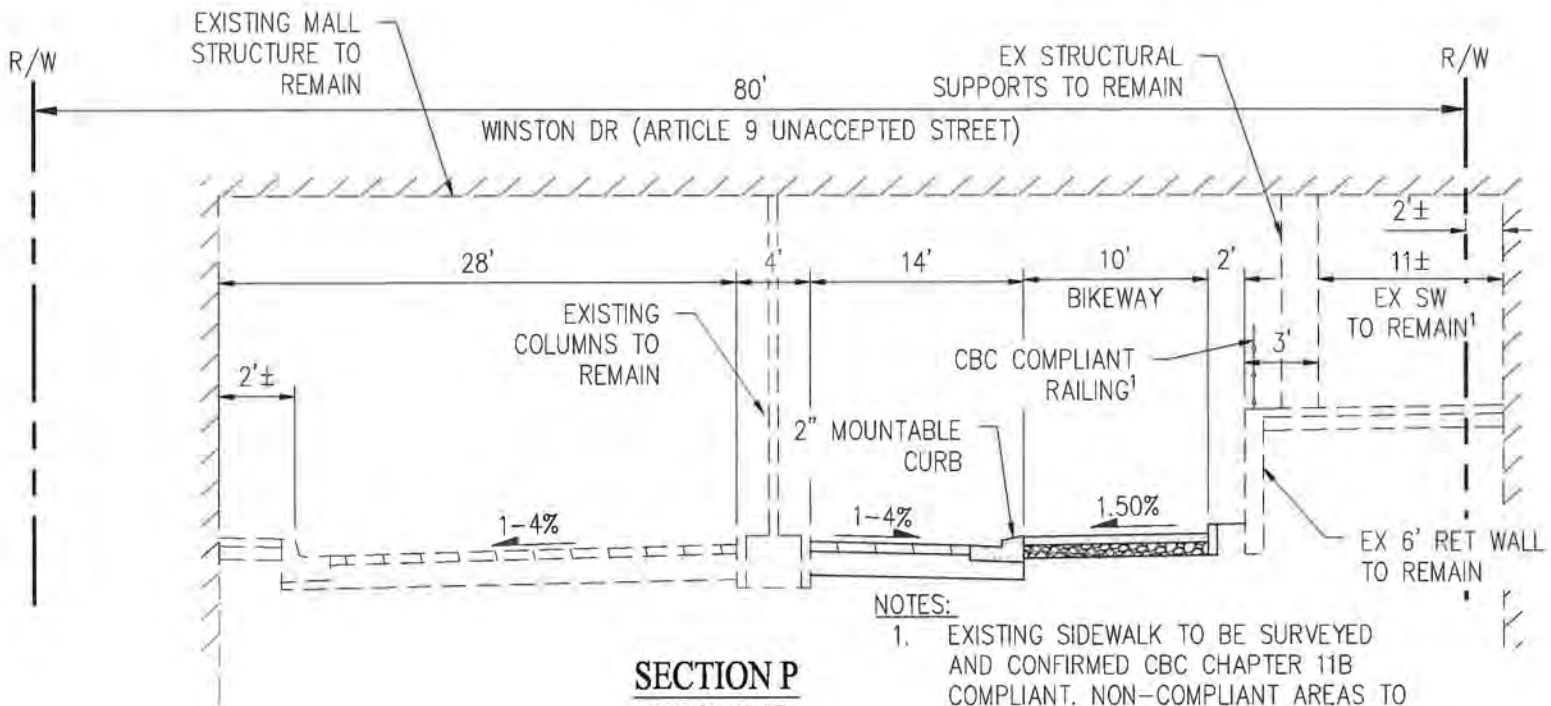
LEGEND

EG	EXISTING GROUND
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE



SECTION O

NOT TO SCALE



SECTION P

NOT TO SCALE

NOTES:

1. EXISTING SIDEWALK TO BE SURVEYED AND CONFIRMED CBC CHAPTER 11B COMPLIANT. NON-COMPLIANT AREAS TO BE RECONSTRUCTED BY PROJECT.

Figure 4.4.8 Proposed Grading Sections

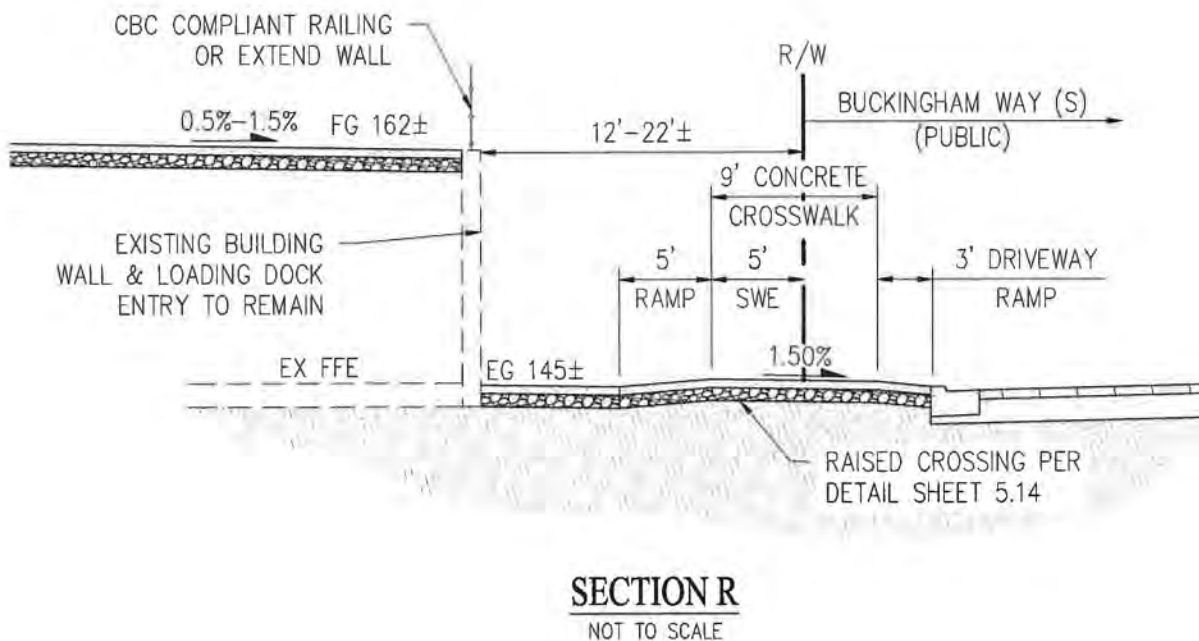
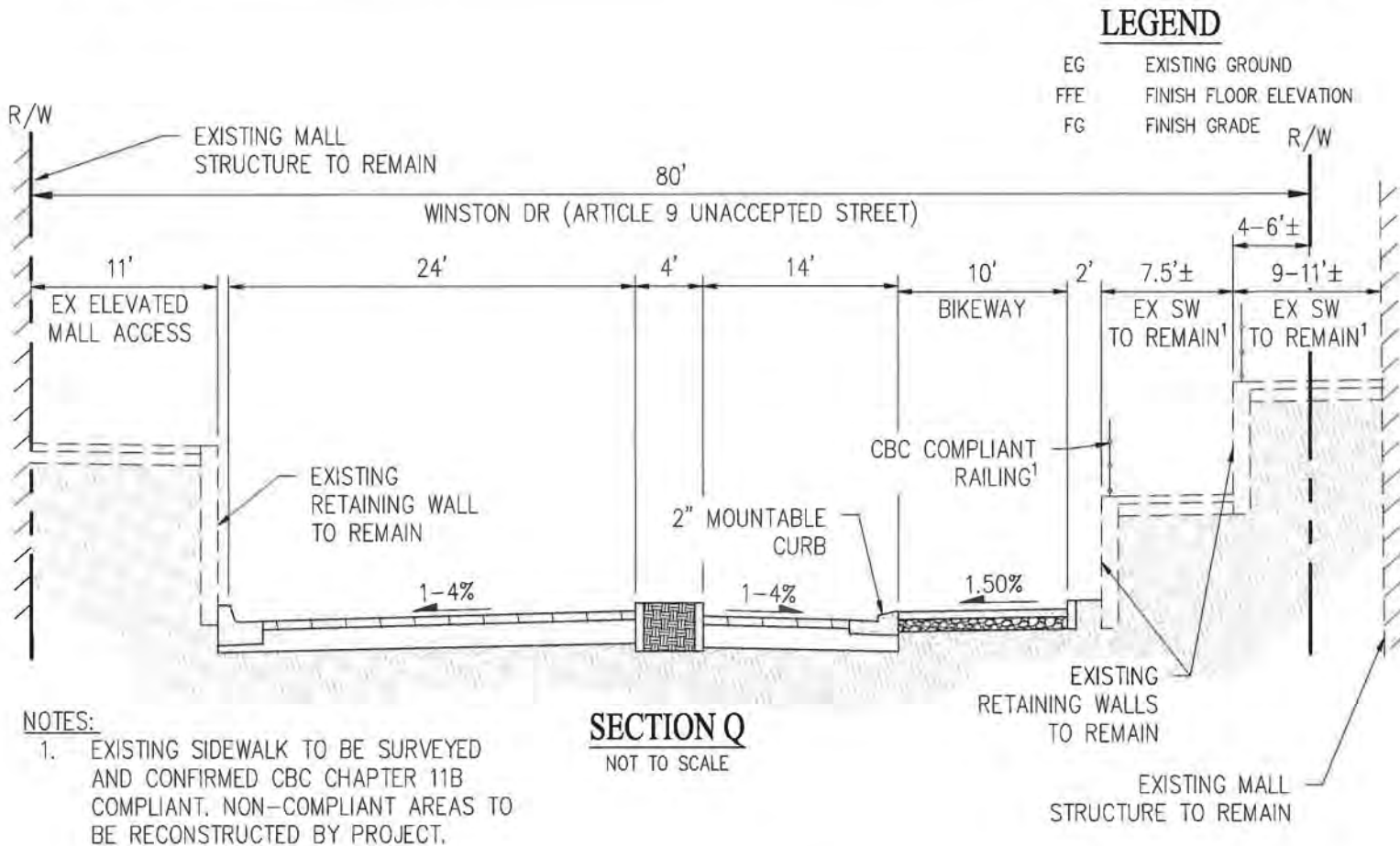


Figure 4.4.9 Proposed Grading Sections

LEGEND

EG	EXISTING GROUND
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE

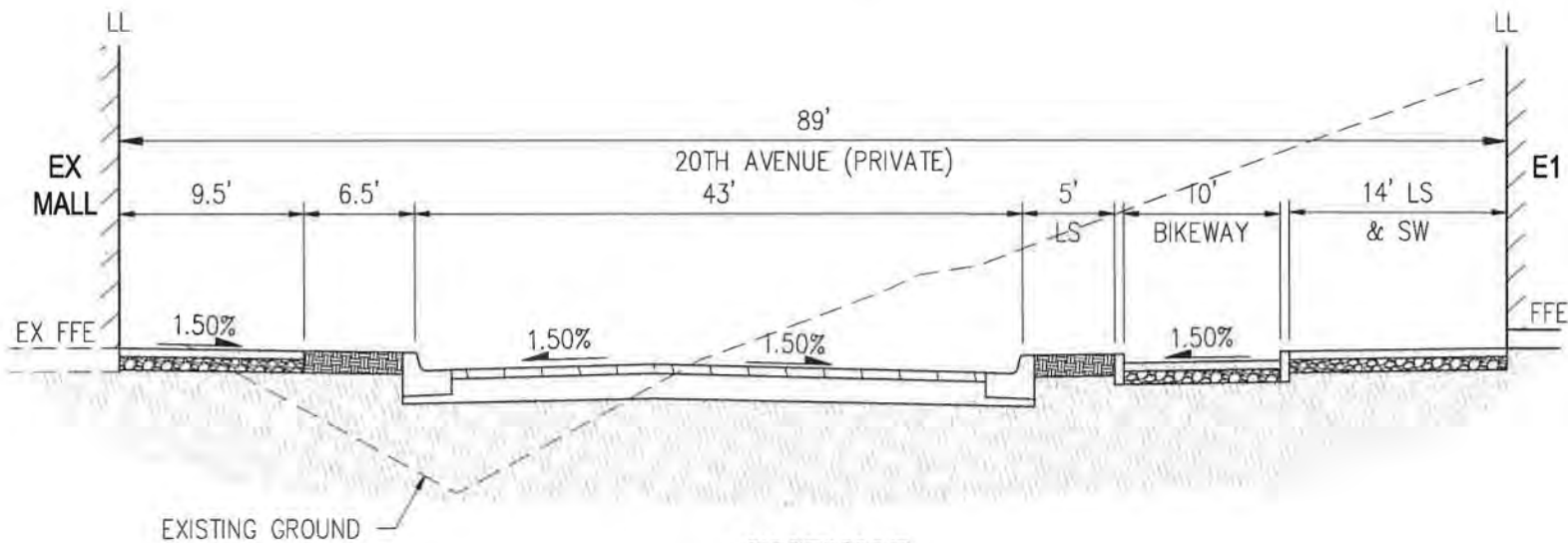
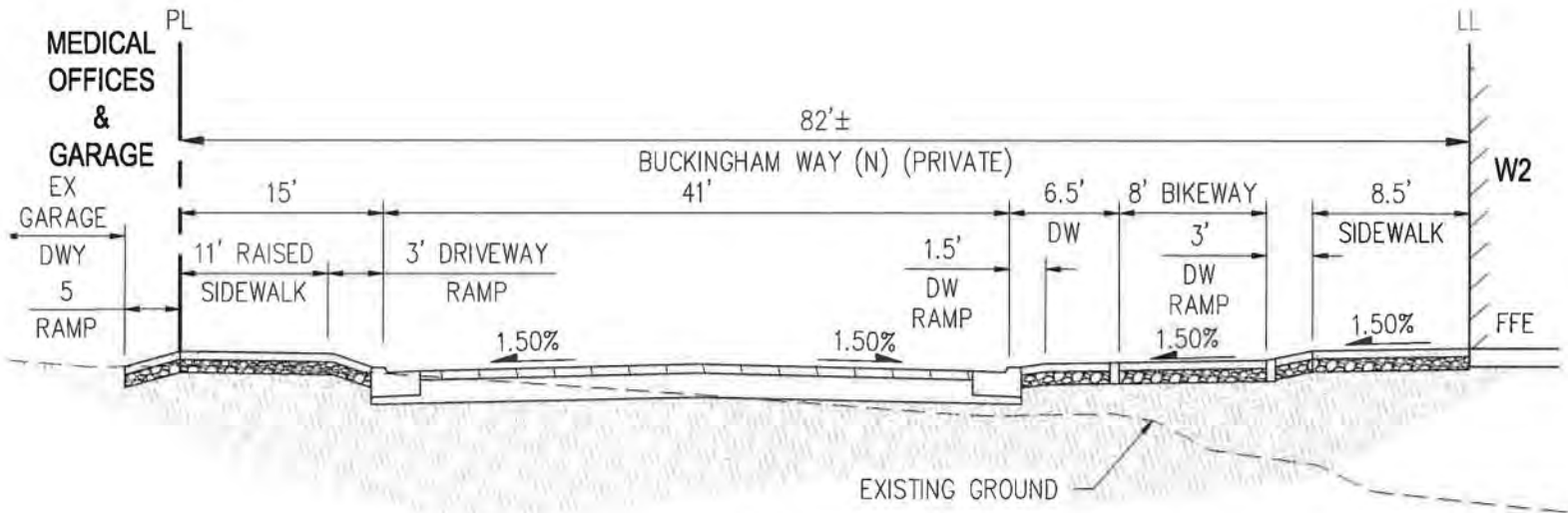


Figure 4.4.10 Proposed Grading Sections

LEGEND

EG	EXISTING GROUND
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE

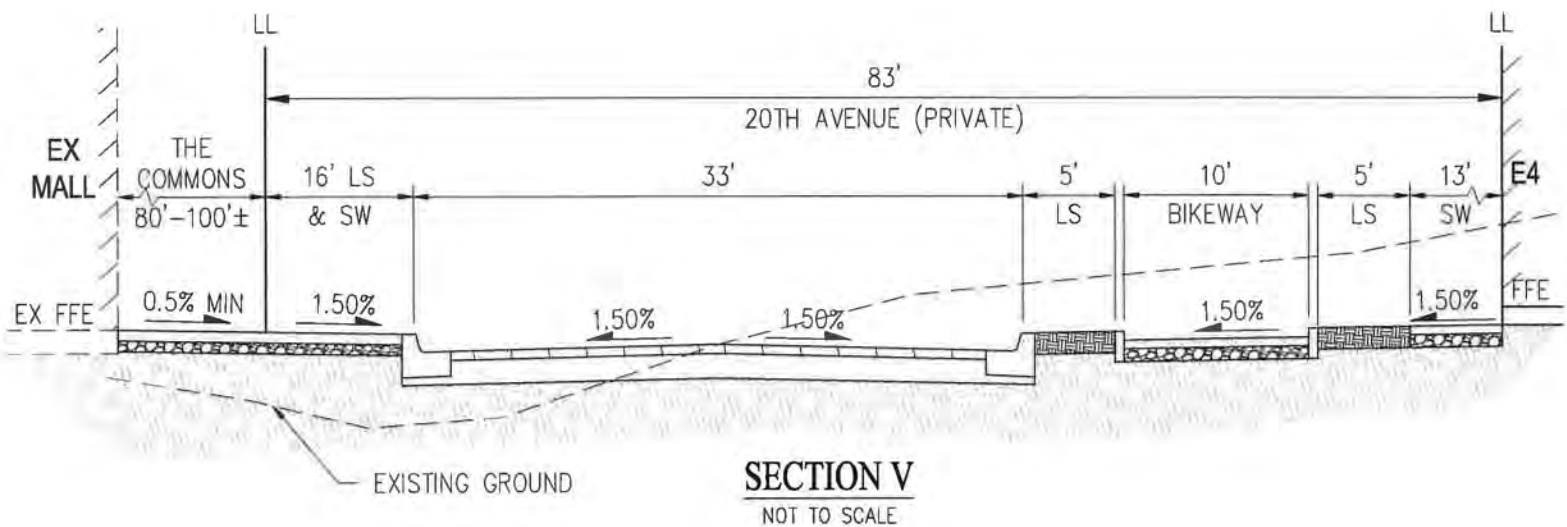
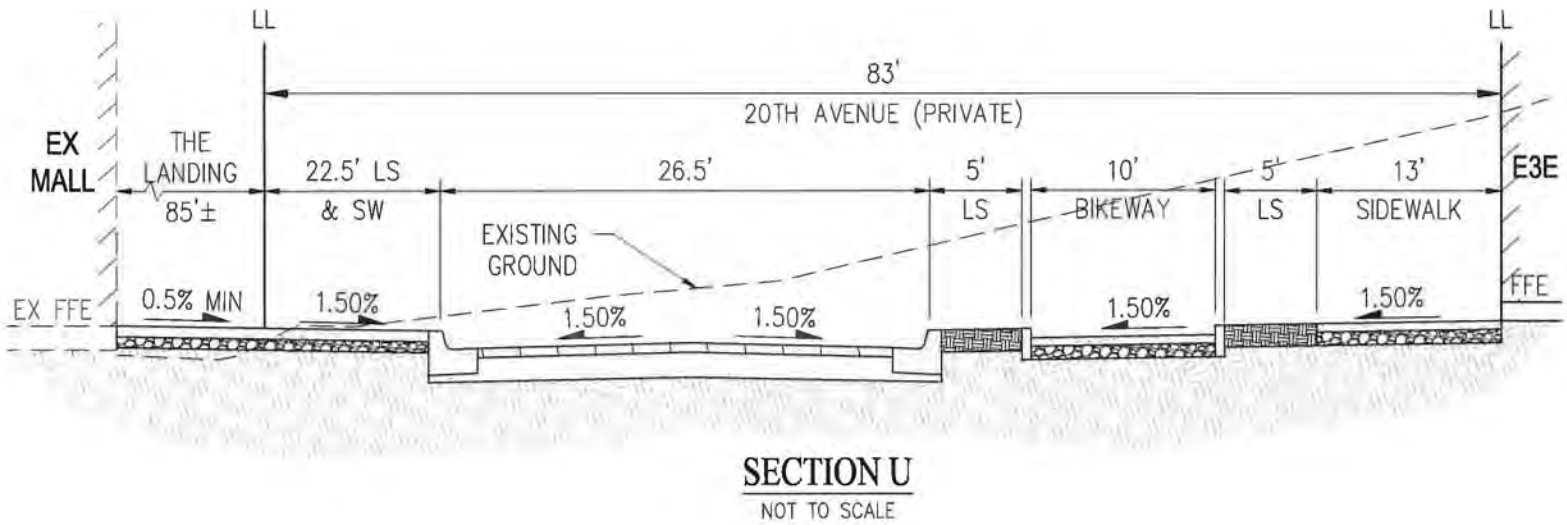


Figure 4.4.11 Proposed Grading Sections

LEGEND

EG	EXISTING GROUND
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE

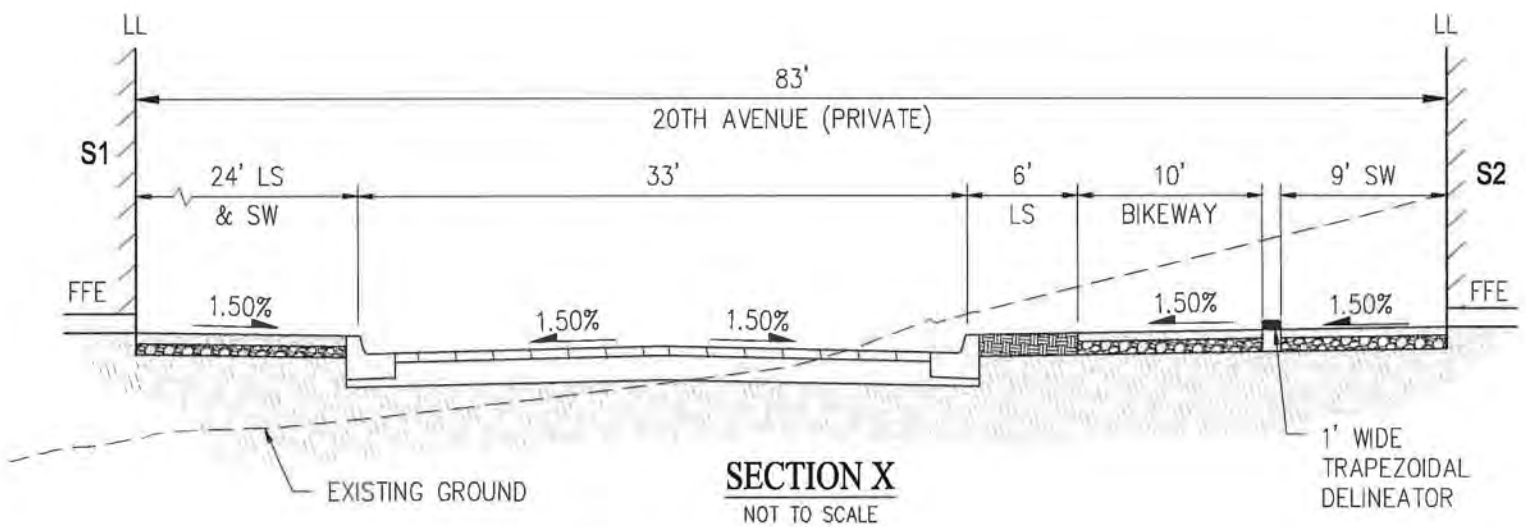
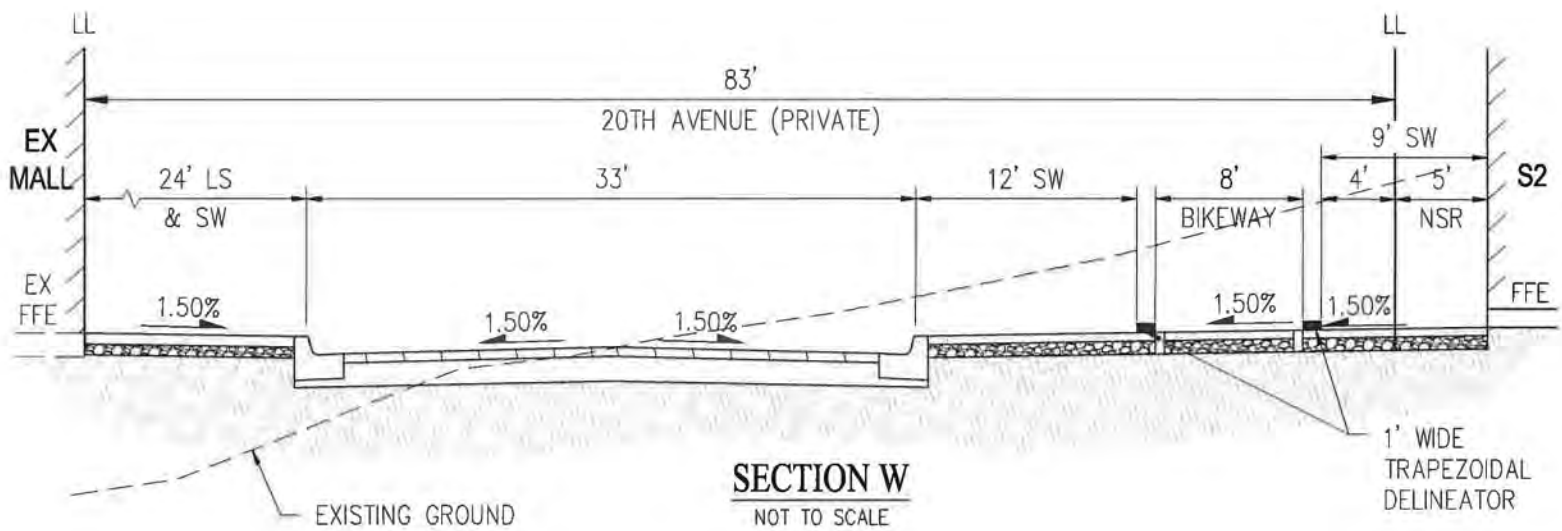


Figure 4.4.12 Proposed Grading Sections



LEGEND

- FF 16.5 FINISHED FLOOR ELEVATION AT GROUND LEVEL
- $\frac{14.0}{1.0\%}$ PROPOSED SPOT ELEVATION/SLOPE
- $\frac{12.6}{0.8\%}$ EXISTING SPOT ELEVATION/SLOPE
- OVERLAND FLOW DIRECTION
- AREA OF ROADWAY SUMP (ROAD UNDERCROSSING DRAINAGE SYSTEM TO BE DESIGNED TO CONVEY A 100-YEAR DESIGN STORM)
- PARCEL NOT A PART OF PROJECT
- ARTICLE 9 UNACCEPTED STREET

NOTE:

1. SEE PROPOSED DRAINAGE SYSTEM ON FIGURE 11.3.
2. BUILDING ENVELOPES REFLECTED THROUGHOUT THIS PLAN ARE ILLUSTRATIVE AND SUBJECT TO CHANGE.

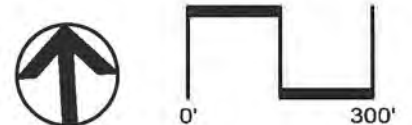
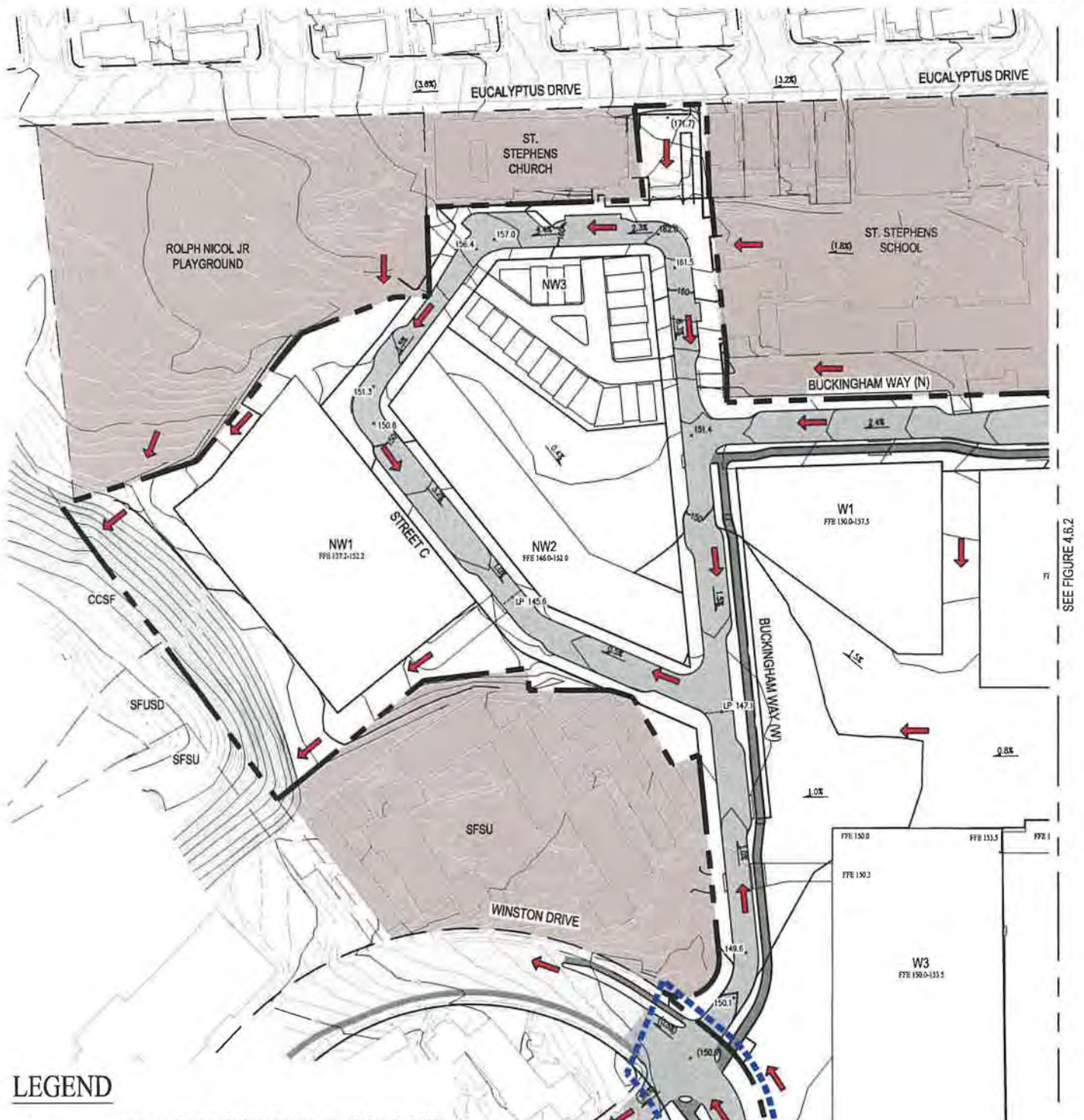


Figure 4.5 Proposed Overall Site Overland Release



LEGEND

- FF 16.5 FINISHED FLOOR ELEVATION AT GROUND LEVEL
- 14.0 1.0% PROPOSED SPOT ELEVATION/SLOPE
- 12.6 0.8% EXISTING SPOT ELEVATION/SLOPE
- ← OVERLAND FLOW DIRECTION
- AREA OF ROADWAY SUMP (ROAD UNDERCROSSING DRAINAGE SYSTEM TO BE DESIGNED TO CONVEY A 100-YEAR DESIGN STORM)
- PARCEL NOT A PART OF PROJECT
- ARTICLE 9 UNACCEPTED STREET

NOTE:

1. SEE PROPOSED DRAINAGE SYSTEM ON FIGURE 11.3.
2. BUILDING ENVELOPES REFLECTED THROUGHOUT THIS PLAN ARE ILLUSTRATIVE AND SUBJECT TO CHANGE.

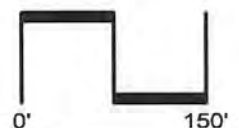
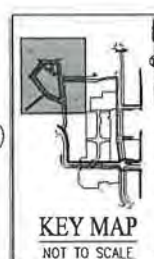


Figure 4.6.1 Proposed Overland Release



LEGEND

FF 16.5	FINISHED FLOOR ELEVATION AT GROUND LEVEL
14.0 1.0%	PROPOSED SPOT ELEVATION/SLOPE
12.6 (0.8%)	EXISTING SPOT ELEVATION/SLOPE
	OVERLAND FLOW DIRECTION
	AREA OF ROADWAY SUMP (ROAD UNDERCROSSING DRAINAGE SYSTEM TO BE DESIGNED TO CONVEY A 100-YEAR DESIGN STORM)
	PARCEL NOT A PART OF PROJECT
	ARTICLE 9 UNACCEPTED STREET

NOTE:

1. SEE PROPOSED DRAINAGE SYSTEM ON FIGURE 11.3.
2. BUILDING ENVELOPES REFLECTED THROUGHOUT THIS PLAN ARE ILLUSTRATIVE AND SUBJECT TO CHANGE.

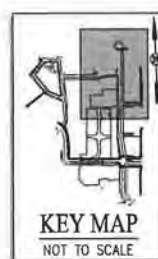


Figure 4.6.2 Proposed Overland Release

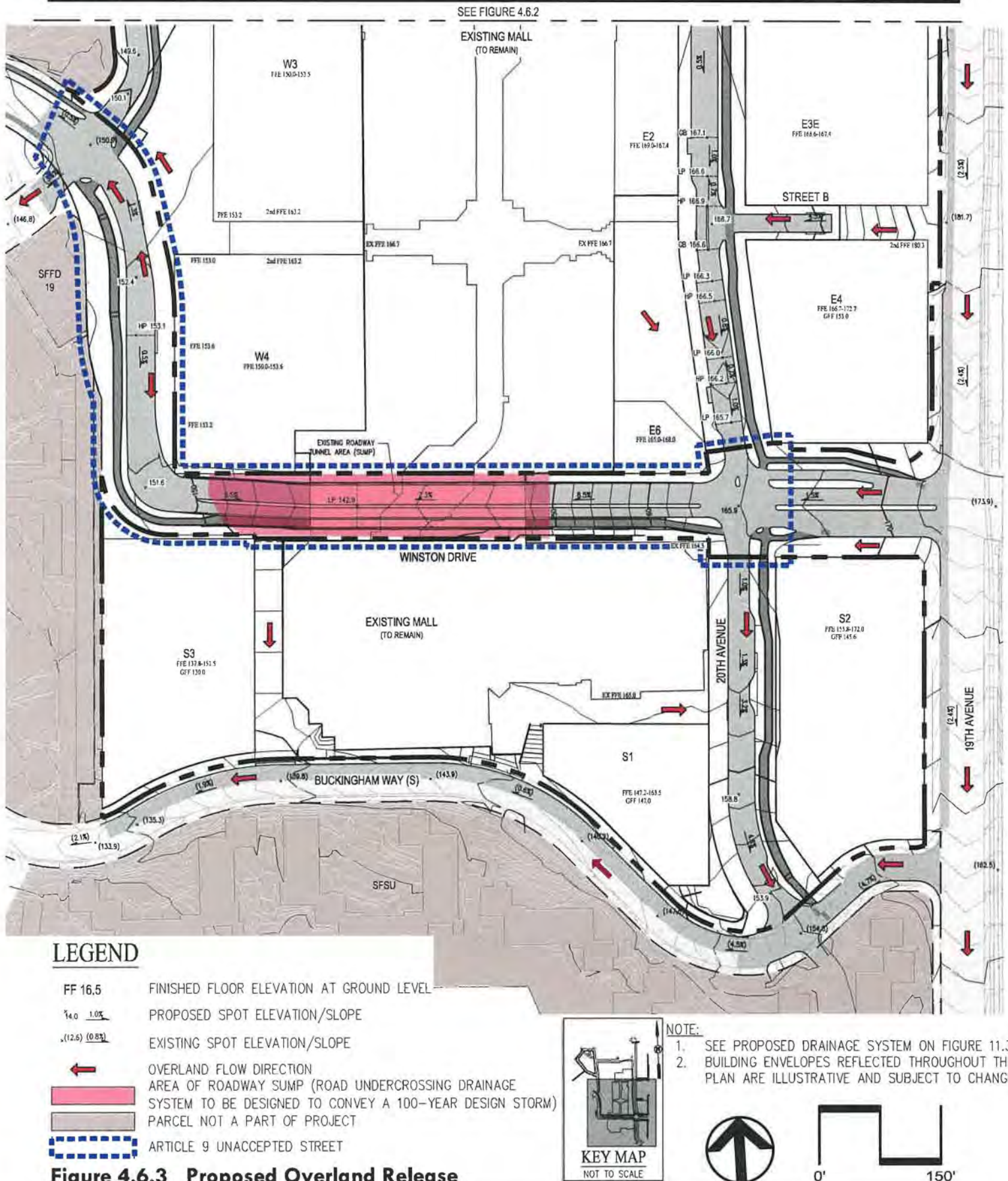


Figure 4.6.3 Proposed Overland Release

5 STREET AND CIRCULATION SYSTEM

5.1 Existing Circulation System

5.1.1 Existing Street System

The Project site includes a network of streets that route around the existing Mall. The primary entrance to the site is at the Winston Drive / 19th Avenue intersection. Secondary entrances to the site are located at 20th Avenue / Eucalyptus Drive and the Winston Drive / Buckingham Way (W) intersections. The existing 20th Avenue corridor is along the east side of the Mall providing access to the ramp to the Mall subsurface parking lot. There is an existing exit only drive aisle from the 20th Avenue / Buckingham Way (N) intersection to enter 19th Avenue heading southbound only. In addition to these streets, there is also a network of parking lot drive aisles within each of the surface parking lot areas. Eucalyptus Drive, 19th Avenue and Buckingham Way (S) are public streets. The other streets and sidewalks are private infrastructure. Winston Drive is an existing CCSF Public Works Code Article 9 Unaccepted Street from Buckingham Way (W) to 20th Avenue. The remainder of Winston Drive within the Project area is an accepted public street. The existing street network and limits of public and private ownership are depicted on Figure 5.1.

5.1.2 Existing Bicycle Facilities

There are limited bicycle facilities within the Project Area. Sharrows have been integrated on Winston Drive and Buckingham Way (S).

5.1.3 Existing Pedestrian Facilities

The existing pedestrian facilities are enhanced along the eastern perimeter of the Mall. There are narrow sidewalks along Buckingham Way (W), (N) and (S) and 19th Avenue. An elevated sidewalk exists along the south side of Winston Drive through the Winston Tunnel (Article 9 Unaccepted Street area). There is no sidewalk along the north side of Winston Drive (Article 9 Unaccepted Street area) from 20th Avenue through the Winston Tunnel to Buckingham Way (W).

5.1.4 Existing Transit System

There are multiple existing transit routes surrounding and accessing the Project site. The Muni M-Line is located along the center median of 19th Avenue adjacent to the site, with a stop at the 19th Avenue / Winston Drive intersection. The southern and eastern portions of the site are served by several SFMTA bus lines, Samtrans line and the SFSU Shuttle. These facilities utilize 20th Avenue, 19th Avenue, Winston Drive and Buckingham Way (S) as routes. The current transit routes surrounding and routing through the Project site are depicted on Figure 5.2.

5.2 Proposed Circulation Improvements

The Project will create an improved circulation system of streets that align with the guidance of the San Francisco Better Streets Plan (“BSP”). This includes reconstructing the segments of Buckingham Way (N) and (W) and 20th Avenue through the Project site. Buckingham Way (N) and (W) will generally follow a similar alignment, whereas 20th Avenue will be realigned to follow along the eastern side of the Mall. Winston Drive west of the Winston Tunnel will be reconstructed to eliminate the curve and introduce a 90-degree intersection with improved pedestrian safety. Winston Drive will repurpose one of the eastbound travel lanes through Winston Tunnel to provide for a protected bikeway. Winston Drive between Buckingham Way (W) and 20th Avenue, including these intersections, will remain as an Article 9 Unaccepted Street per CCSF Public Works Code. The proposed street framework includes 3 new streets, one connecting 19th Avenue and 20th Avenue (Street A), another extending east of 20th Avenue to access proposed building entrances or loading areas (Street B) and the third providing access and circulation through the Northwest portion of the Site (Street C). See Figure 5.3 for the proposed street framework. The proposed streets have been designed to align with the following Street Categories from BSP and as depicted on Figure 5.4:

Table 5.1 – BSP Street Categories

Proposed Street	BSP Street Type	IES Road Classifications
Winston Drive	Neighborhood Commercial Street	Collector
Buckingham Way (N)	Neighborhood Commercial Street	Local
Buckingham Way (W)	Neighborhood Commercial Street	Local
20 th Avenue	Neighborhood Commercial Street	Local
Street A	Alley	Local
Street B	Alley	Local
Street C	Neighborhood Residential Street	Local

The Project will improve the Project frontages of the surrounding existing streets, including 19th Avenue and Buckingham Way (S), to integrate improved pedestrian facilities and streetscapes for the proposed uses. The Project will not be improving streets past the centerline of off-site streets or improving the sidewalks on the opposite side of the streets abutting the Project site, other than installing receiving curb ramps at new crosswalk locations (if applicable). The Project will not improve existing private sidewalks and entries outside of the Project boundary. Existing sidewalks to remain within the Project boundary, or along the north side of Buckingham Way (N) and west side of 20th Avenue, will be surveyed at the SIP or PIP stage of the project to confirm CBC Chapter 11B code compliance. Any areas not compliant will be required to be reconstructed to be compliant as part of the SIP or PIP scope of work. Sidewalk improvement areas will also include areas at curb ramps for new traffic signals or other applicable intersection improvements.

Photometrics will be analyzed for surrounding streets to ensure lighting levels are meeting current City Streetlight Standards and Requirements. Improvements may be necessary on either side of surrounding streets within the general improvement area.

The proposed street improvements are closely planned with the open space framework described in Section 6 in order to complete off-street, safe pedestrian and biking connections through the Project site and to the adjacent neighborhoods.

The Project Sponsor will be responsible for the design and construction of the proposed public and private streets and circulation improvements associated within the Project. See Figure 5.5.1-5.5.11 outlining and depicting the proposed public and private street widths for each street segment and associated components. See the DS+G for additional standards and guidelines for each component of the various street sections.

5.2.1 Winston Drive

Winston Drive is a critical east / west gateway to the Project. Winston Drive will remain as an Article 9 Unaccepted Street between Buckingham Way (W) and 20th Avenue, including these intersections. The Project will reconstruct the existing improvements to provide an inviting and safe corridor for bicycles, pedestrians and transit. The existing Winston Tunnel structural features (walls and columns), street profile, and headroom will remain the same. The Project will realign the west side of Winston Drive west of the Winston Tunnel to a squared-off intersection. The realigned intersection will improve bicycle and pedestrian connections and safety on the west side of the Winston Tunnel.

The eastbound bicycle facility on the south side of Winston Drive between 20th Avenue and 19th Avenue will continue to be evaluated with future Project milestones. The final design criteria of this facility will prioritize a protected Class IV facility along this leg on Winston Drive while not negatively impacting the transit stop and functionality, increase traffic signal delays or level of service at the Winston and 19th Avenue intersection and comply with Caltrans standards for 19th Avenue (CA Expressway 1). In the event a protected bicycle facility cannot be achieved, the Class III facility depicted on Figure 5.5.3 will be included as part of the Winston Drive SIP.

A northern sidewalk may be incorporated through the Winston Tunnel (Article 9 Unaccepted Street area) if it is determined to be structurally feasible. This northern sidewalk would require the existing Mall parking garage ventilation breezeway and various utility systems to be relocated, providing additional space needed for a sidewalk within or adjacent to the Mall foundation structure. If constructed, the northern sidewalk shall have a minimum 6-foot pedestrian through zone.

The 90-degree intersection at the Winston Drive (Article 9 Unaccepted Street area) square-off, west of the tunnel, is planned to accommodate the driveway to the existing parking garage in S3. The existing parking garage driveway will be relocated onto Buckingham Way (S) when S3 is developed. Signal design and crosswalk intersection configuration will be evaluated as part of the Basis of Design and / or SIP. These alternative configurations of this intersection are reflected in Figure 5.5.5 and Figure 5.5.10.

The existing SFSU private stairway located adjacent to SFFD Fire Station No. 19 with access to the public right-of-way at Winston Drive (Article 9 Unaccepted Street area) will be field surveyed to confirm CBC code compliance for risers, treads, landing and handrailing. The upper landing will be reconstructed with the sidewalk improvements to Winston Drive (Article 9 Unaccepted Street area).

5.2.2 19th Avenue

19th Avenue is a combined Caltrans, part of State Highway 1, and City public arterial street with the existing M-Line facility located in the center of the existing street. The Project will construct a landscape buffer and consistent sidewalk width along the 19th Avenue project frontage. A new right turn lane will be constructed north of the Street A intersection and a receiving lane will be added in the existing pavement area south of the intersection. The existing free-right turn lanes at Winston Drive and accompanying protective islands will be removed as part of the Project. The removal of the free-right turn lanes will prioritize pedestrian and bicycle movements through the intersection. The existing bus stop along the frontage between Winston Drive and Buckingham Way (S) will be maintained in their current locations, but reconfigured and replaced to be coordinated with the proposed street improvements. New bus shelters will be provided as part of the Project frontage improvements.

An accessible route shall be provided from existing and proposed ground floor building entrances/exits within the project to site arrival points, including bus stops and adjacent sidewalks. The Project sponsor shall provide an evaluation of accessible routes to all site arrival points within public right-of-way for SFPW review at the time of SIP or PIP. Improvements may be required if necessary to provide the required accessible routes.

5.2.3 20th Avenue

20th Avenue will be realigned to follow along the east side of the Mall. This street is a key north / south connection through the Site providing retail frontages integrated with protected two-way bikeway and transit facilities.

Multiple in-lane bus stops are provided along the southbound and northbound directions to maintain the existing transit routes through the site. 20th Avenue north of Buckingham Way (N) intends to preserve the western curb, gutter and sidewalk along the Project boundary. The existing 9%± street slope in this same block will be maintained. 20th Avenue south of Winston Avenue will be “Bus Only” in the southbound direction to promote transit routes through this portion of the Site.

5.2.4 Buckingham Way South

The Project will reconstruct the existing northern sidewalk along the Project frontage. The existing retaining walls and landscape will be removed and replaced with the Project improvements. The Project does not intend to modify existing travel lanes along the Buckingham Way (S) corridor. The existing SFMTA bus layover restroom facility between 19th Avenue and 20th Avenue will be reconstructed as part of the Project, either shifted within the sidewalk areas to not conflict with pedestrian thru-zones, or shifted into the building setback zone south of S2, or incorporated into the building design of S2. The improvements to the south side of Buckingham Way (S) between 19th Avenue and 20th Avenue will include the removal of parallel parking stalls and the construction of a new widened sidewalk and landscape corridor to accommodate the standard curb ramps at both intersections.

The improvements at the Buckingham Way (S) / 20th Avenue intersection will include curb bulb-outs, ramps and potentially a traffic signal. The intersection design considering stopping distances, pedestrian and bicycle safety will be finalized as part of the Basis of Design for this phase of development.

The mid-block pedestrian crossing near the southwest corner of S1 will be reconstructed to provide code compliant curb ramps, curb-bulb outs and potentially a flashing beacon or pedestrian signal.

5.2.5 Buckingham Way West

Buckingham Way West will reconstruct the existing 4-lane street segment to become a pedestrian focused corridor. A protected two-way bikeway along the east side of the street will be integrated into the Project improvements. It will be adjacent to the linear park and facilitate movements between the Town Square and the Greenway open spaces. The driveway for W3 / W4 parking facility will require design measures to consider stopping sight distance and pedestrian movements through the Linear Park.

5.2.6 Buckingham Way North

Buckingham Way North will be reconstructed to integrate a protected bikeway along the Project frontage. This segment is important for access to the parking and loading facilities

in Block W2. The proposed improvements have been integrated with the existing frontages of the neighboring properties along the north side of this street. Buckingham Way (N) will maintain the existing street slope of 6.3%± between the Block W2 intersection and 20th Avenue. The Project will endeavor to improve this slope between intersections while maintaining the adjacent non-Project owned property (garage entries, parking spaces and building entrances). The existing angled parking and private sidewalk along the north side of this same block will also be maintained.

5.2.7 Street A

Street A will provide an east / west connection from 19th Avenue to 20th Avenue. Street A has significant grade differential from 19th Avenue to 20th Avenue and will have an approximately 12% maximum longitudinal slope between the intersections. An accessible route connecting 19th Avenue and 20th Avenue on the south side of Street A complying with CBC code is required. The accessible route will be located within the open space adjacent to Block E3E and will require retaining walls, ramps and landings to accommodate the grade differential between the two streets. The northern sidewalk will match the longitudinal street slope.

5.2.8 Street B

Street B will provide vehicular access to parking garages planned for both sides of the street. Street B will have standard curb, gutter and sidewalk along both sides of the street.

5.2.9 Street C

Street C will route through the Northwest area of the Project. Street C will provide access to the parking garage within Block NW1, connections to the townhome site at Block NW3, fire access to Blocks NW1 and NW2, as well as access to the adjacent St. Stephen's Church and School. Street C has significant grade challenges and will exceed 5% longitudinal slopes in some locations to maintain existing vehicular access to the Church and School. Street C will provide parking and loading facilities except along the Rolph Nicol Jr. Playground edge. Sidewalks matching adjacent longitudinal street slopes will be provided on all sides of Street C.

5.3 **Bicycle Network**

The proposed street system will include a network of bicycle facilities providing connectivity to the existing and planned larger network of bicycle facilities within the vicinity of the Project site. The Project will construct protected bikeways on Winston Drive, 20th Avenue and Buckingham Way (N) and (W). This system of protected bikeways will provide for a continuous loop of dedicated bike facilities with physical protection from adjacent vehicles. The bicycle facilities will be designed to provide safe cycling through the Project. See Figure 5.6 depicting the

proposed bicycle facilities. A continuous detectable separation is required between pedestrian facilities and vehicular facilities, including bikeways. The detectable separation may be a minimum 4-inch high curb, 1-foot wide trapezoidal delineator, railing, or landscape planter. The physical protection from traffic and delineation from pedestrian zones will typically be 4-inch curbs on either side of the bikeway. In locations the bikeway is adjacent to on-street parking or loading zones, the delineation from pedestrians will be trapezoidal delineators. Bike racks shall be placed in the furnishing zones of the sidewalk. The furnishing zones along a sidewalk, where they exist, area established at each end of the zone by physically detectable elements such as tree wells and landscape areas typically. The physical width of those elements establishes the physical width of a furnishing zone. In order for bikes parked at bike racks to not protrude into a pedestrian throughway zone, a City standard bike rack must be set back from the edge of the furnishing zone by at least 20 inches, measured to the centerline of the rack with the rack oriented parallel with the pedestrian throughway zone.

5.4 Transit Network

The proposed streets will be designed to support the existing transit network within and surrounding the Project. The turning movements along each transit route will provide adequate turning area for the bus and or shuttle as the design vehicle. Also, transit stops have been located to facilitate efficient pedestrian connections to desired destinations and minimizing transit delays. The existing bus layover location along Buckingham Way (S) will remain and may be reconstructed as part of the northern streetscape improvements, may be shifted into the adjacent building setback zone south of S2, or may be integrated into the ground floor of the S2 building. The existing bus stops along the Project frontage along 19th Avenue will be maintained in their current locations but reconfigured and replaced to coordinate with the proposed street improvements. The transit network and associated transit stops are depicted on Figure 5.7.

5.5 Open Space Pedestrian Network

The proposed private open space system is a critical part of the proposed bicycle and pedestrian circulation system for the Project and the surrounding neighborhood. These areas include an east-west Greenway that will connect the existing Mall and Town Square with the existing Rolph Nicol Jr. Playground to the west of the Project. The Project will construct raised crosswalks and intersections at Street C / Street C corner and at Buckingham Way (W) and Street C intersection to provide pedestrian walks between Town Square, the Greenway and Rolph Nicol Jr Playground. Raised crosswalk design shall comply with the Raised Crosswalk Standard Drawing (see Figure 5.14). Positive drainage toward the street is required. Detectable warnings shall be sloped toward the street. See Section 6 further describing the Open Space System within the Project.

5.6 Parking and Loading

The on-street parking and loading management is described in the Transportation Plan. The Project will coordinate reviews and meetings with the SFMTA Color Curb Program and SFPW DAC to confirm passenger, commercial and freight loading zones, and accessible parking locations and lengths during the Basis of Design process.

The Project will Develop a Loading and Operations Plan (DLOP) which will coordinate parking and loading specifics before each development phase or new building.

5.7 Street Design Considerations

A Project DLOP will confirm specific street design considerations, such as large vehicle access, accessible loading, parking zones and driveway locations with each development phase or new building. The following street design considerations are integrated in the streetscape design to accommodate the anticipated needs of the Project and will be further addressed in the DLOP:

5.7.1 Raised Street Crossings

The Project proposes to integrate a raised street segments to provide additional traffic calming and pedestrian priority on Buckingham Way (W) and Street C and at the Greenway crossing at Street C to provide connection from the Town Square to Rolph Nicol Jr. Playground. These zones are anticipated to have more intensive pedestrian activities related to the adjacent Greenway, plazas, playground and outdoor retail areas. The objective of these raised street areas is to calm traffic traveling through this area and to provide safe crossings for pedestrians while encouraging the use of the park and open space amenities within this Project.

The raised street area will have transition areas in the street slope at the entry and exit of the raised street area that will be designed at a maximum of 5% slope. The curbs will transition from full standard height to 4-inches through the transition areas. Within the raised street areas, specific crosswalk locations will be provided to designate where pedestrians have priority to cross. Vehicular areas will be separated from pedestrian areas by 4-inch tall vertical curbs. A 4-inch minimum height curb is required at curb ramp wing extents. Additionally, vertical elements such as street trees or furniture will separate the pedestrian and vehicle zones. The raised street will be designed to meet the City's requirements for 100-year design storm and overland release. See Figure 5.8 depicting the proposed raised street crossing configurations.

5.7.2 Curb Extensions and Pedestrian Pass-Throughs

The proposed street designs will include curb extensions at intersections within the Project. The curb extensions will enhance pedestrian safety and will be designed consistent with the San Francisco Better Streets Plan and San Francisco Public Works Standard Plans. The curb extensions will be designed to maximize the pedestrian space, while maintaining the required utility clearances and turning movement accommodations. Pedestrian pass-throughs will be designed in accordance with Accessible Median Details (see Figure 5.16). Pass-throughs occur at bus boarding islands, vehicular median crossings and bikeway crossings throughout the Project. See Figures 5.5.1-5.5.10 for preliminary pedestrian pass-through locations and configurations. See Figures 7.2.1-7.2.15 depicting the utility placements at the curb extension locations.

5.7.3 Sidewalk Easements and/or Notice of Special Restrictions (NSR)

A 6-foot minimum continuous, unobstructed pedestrian throughway zone is required per SF Better Streets Plan. The pedestrian throughway zone width is exclusive of the curb width. The proposed streets will include sidewalk easements or NSRs into the adjacent Development Blocks as needed at locations that vehicle accommodations, accessible ramps or parking stalls reduce the sidewalks to widths less than required by the San Francisco Better Streets Plan. These areas will provide safe passable sidewalk conditions and will be integrated within the open-space and building designs.

The CBC Chapter 11B-403.5.1 requires the minimum sidewalk clear width to be 4-feet. The Project may seek an exception where the 6-foot minimum width is technically infeasible at existing buildings to remain or at property ownership constraints. However, a 4-foot width allows for one-way pedestrian travel, which does not comply with Federal accessibility requirements since individuals in wheelchairs should be able to travel in opposite directions and pass each other to comply with the Americans with Disabilities Act. Where Federal and State or local accessibility regulations differ, the Project is required to follow the regulation that provides the greater degree of accessibility. During the detailed design phase, the Project Sponsor shall provide documentation explaining the technical infeasibility of providing the required 6-foot minimum accessible route width, which will be subject to the review and approval of the Authority having jurisdiction. The minimum width allowed will be evaluated as part of this request. These exceptions will be reviewed and approved by SFPW on a case-by-case basis. NSRs will be provided adjacent to private street parcels and sidewalk easements will be dedicated adjacent to public right-of-way in the locations necessary to maintain the required sidewalk widths.

5.7.4 Fire Department Access

The proposed streets will be designed to accommodate turning movements of the City of San Francisco 57-foot articulated fire truck and the SFFD Engine, in accordance with the

Subdivision Regulations and the California Fire Code. See Figure 5.9 depicting the fire access areas planned within the street network. Also, a detailed dimensioned Fire Access Plan is provided in Appendix H.

The general fire access and protection criteria for the project is outlined as follows:

- 26' wide unobstructed without parking aerial ladder fire access adjacent to the principal building street frontage for buildings exceeding 30-feet in height.
- 26' aerial ladder fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.
 - Buildings E3E and E4 do not meet direct proximity distance (15'-30') from aerial apparatus access road to building façade and will require an AB005 submission, review and approval by SFFD as part of the building permitting process. The AB will request an approval of local equivalency for modification or alternative design to the San Francisco Building Code. The request must prove the additional distance from ladder truck turn table to building façade is achievable via calculated ladder angle, ladder length and building height.
 - Alternatively, the curb, frontage zone and bikeway adjacent to Buildings E3E and E4 may be designed as mountable to allow aerial ladder truck access and staging with the 30' proximity to the building façade.
- Fire apparatus access roads shall extend to within 150-feet of all portions of the exterior walls of the first story building.
- Dead-end streets longer than 150-feet, as measured from the throat of the intersection, must provide a sufficient turnaround, to the satisfactory of the SFFD. The SFFD has determined an 80-foot diameter turnaround (40-foot radius) to be sufficient.
- Aerial ladder fire access roads shall have a longitudinal slope of 0% - 6.9%.
- Aerial ladder truck and engine turning monuments are allowed to turn into opposing travel so long as a separation from the truck to the opposing curb of 7-feet is maintained.
- The required 26-feet clear, unobstructed width without parking for aerial ladder truck access assumes that parked cars utilize 7-feet from the adjacent curb.

5.7.5 Large Vehicle Access

The proposed street network will accommodate commercial trucks and tractor trailer trucks in accordance with San Francisco Better Streets Plan. This access is critical to maintain the loading and staging operations of the existing Mall.

20th Avenue, Buckingham Way (W) and (N) and Winston Drive are designed for SU-30 vehicles. Vehicles accessing the site up to the size of WB-40 can be accommodated within the streets.

The streets and intersections along the bus routes are designed for the Bus-45 vehicle.

Additionally, vehicles accessing the site up to the size of a CA-65 can be accommodated on a limited route to access the larger loading docks of the Mall as depicted on Figure 5.10. A Transportation Program Manager will manage conflicts and reasonably accommodate truck deliveries. See Appendix E depicting the large vehicle turning movements at each intersection.

Streets A, B and C are designed for passenger vehicles and can accommodate SU-30 vehicles, as these are alleys or neighborhood residential streets per the San Francisco Better Streets Plan.

5.7.6 Accessible Passenger Loading Zones and Accessible Parking

The proposed streets will be designed with Accessible Passenger Loading Zones and Accessible Parking at select locations. The locations of these facilities will be distributed throughout the Project to provide convenient access to the Mall entries, proposed buildings and open spaces. See Figure 5.11 depicting the anticipated locations for the accessible loading zones.

The Accessible Loading zones will be curbside zones limited to five-minute stops per SFMTA regulations. Each accessible loading zone will be universally accessible and American Disabilities Act (“ADA”) compliant. An accessible loading zone will be provided for every 100’ feet of curbside passenger loading provided per CBC Chapter 11B requirements.

The Accessible Passenger Loading Zone is designed to serve Paratransit vehicles as well as other accessible vehicles. Accessible Passenger Loading Zone layout shall be consistent with MOD Bulletin 10 drawings and the SF OEWD Modified Accessible Passenger Loading Zone guidelines.

Accessible Passenger Loading Zones and Accessible Parking layout for the Project is presented in Figure 5.12 and 5.13.

On-street accessible parking spaces will be provided in accordance with ADA regulations and CBC Chapter 11B requirements (Table 11B-208.2). The accessible spaces will be generally located near intersections or access points to buildings and open space areas.

These spaces will be 20-feet long by 8-feet wide, have signage and striping for an accessible space, have adjacent sidewalk clear of obstructions, a 5-foot access aisle at street level adjacent and a 10-foot access aisle at the rear of the stall, as well as a SFPW standard curb ramp. Accessible parking spaces will have blue painted curb and access aisles in accordance with CBC Chapter 11B requirements.

The Project will coordinate with the SFMTA Color Curb Program Manager and SFPW DAC for review and approval of passenger loading zone locations and lengths as well as curb color zones as part of the BOD process.

5.7.7 Driveways

Driveways and building openings dedicated to parking and loading access shall be minimized. Entrances for off-street commercial and residential parking and off-street loading shall be combined where possible. The placement of parking and loading entrances should minimize interference with street-fronting active uses and with the movement of pedestrians, cyclists, public transit, and autos. Off-street parking and loading entrances shall be located to minimize the loss of usable curb space. Driveways for new off-street parking and loading entrances will be in accordance with the DS+G. Driveway geometry shall comply with SF Standard Driveway drawing File No. 87,171. City Standard driveway width is 10-feet for one-way and 20-feet for two-way vehicular travel. Wider driveways may be proposed if vehicle turning movements demonstrate a wider driveway width is warranted.

All Emergency Vehicle Access (EVA) areas will utilize a mountable depressed curb as opposed to a standard driveway depression. The depressed curb will provide detectable separation between vehicular areas and pedestrian facilities. See the Depressed Curb Detail for EVAs in Figure 5.15.

5.7.8 Street Pavement, Curb, Gutter, Sidewalk and Bikeway Sections

The proposed public streets will be constructed consistent with the City standard structural section consisting of 8-inches of Portland cement concrete and a two-inch asphalt concrete wearing surface (unless a more robust pavement section is required due to pavement life cycle analyses).

Alternative paving materials and sections within the Public Streets – such as Class II aggregate base, decorative asphalt and concrete paving, pervious pavers and porous paving may be used if approved by the SFPW. The public streets will be maintained by the SFPW. Standard gutter width will be 2-feet at all locations except where adjacent to a bike lane. Gutter width will be reduced to 1-foot where adjacent to bike lanes. A 2-foot gutter width is required within curb ramp extents.

The pavement surfaces for the private streets will include asphalt concrete wearing surface on Class II aggregate base. Additional materials will be implemented in the private streets to create enhanced streetscapes, such as decorative asphalt, concrete, pavers, and brick. Where alternative materials not from the SFDPW standard palette occur within private streets over SFPUC infrastructure (or within SFPUC or SFPW easement area), a maintenance agreement will be required to document that the Project Association is responsible for any non-standard surface restoration. The sidewalks on the private streets will include concrete, concrete pavers, granite pavers, and brick. All materials within the pedestrian zones of the private streets will be ADA compliant per CBC Chapter 11B and slip resistant per SFPW requirements.

Project Sponsor shall provide slip resistance test results for all proposed pavers or other non-standard material using an accepted testing method for SFPW review and approval during the SIP or PIP phase of the project. Refer to Slip Resistance Table 5.2 for SFPW Testing Requirements. Proposed pavers shall comply with SFPW Order 200,369 and SFPW Standard Plan for Unit Pavers (File No. 112,927). Permeable pavers shall comply with SFPUC green infrastructure standard details and specifications as well as accessible compliance standards.

Table 5.2 – Minimum Slip Resistance of Exterior Walking Surfaces for Specific Location or Function

Exterior Location or Function	ASTM E303 PTV (wet)	ANSI B101.3 DCOF (wet)	ANSI A137.1 DCOF (wet)
Sidewalks, Walks, Entrances, Porticos, Arcades, Verandas, Stoops, etc. < or = to 7.14% (1:14)	45	0.47	0.52
Crosswalks, Pedestrian Refuges, Median Passages and Islands < or = to 7.14% (1:14)	45	0.47	0.52
Shared-Use / Multi-Use Paths, Shared Streets, Shared Public Ways, Paseos, Living Alleys, Parklets, and Parkways < or = to 7.14% (1:14)	45	0.47	0.52
Transportation Stops, Transportation Boarding Islands, Platforms and Stations < or = to 7.14% (1:14)	45	0.47	0.52
Walking Surfaces and Ramps > 5% (1:20), < or = to 7.14% (1:14), and Landings Adjoining Ramps	45	0.47	0.52
Walking Surfaces and Ramps > 7.14% (>1:14), < or = to 12.5% (1:8), and Landings Adjoining Ramps	55	0.60	0.65
Walking Surfaces with Slopes > 12.5% (>1:8)	59	0.65	0.70
Stairway Treads, Nosings and Landings Adjoining Stairways	55	0.60	0.65
Accessible Passenger Loading Zones and Accessible Parking Spaces < or = to 7.14% (1:14)	45	0.47	0.52

Exterior Location or Function	ASTM E303 PTV (wet)	ANSI B101.3 DCOF (wet)	ANSI A137.1 DCOF (wet)
Plazas, Courtyards, Carports, Roof Decks < or = to 7.14% (1:14)	45	0.47	0.52
Pedestrian Areas within and adjoining Fountains, Pools, etc.	55	0.60	0.65
Loading Docks, Boat Docks, Fishing Piers, Wharfs	55	0.60	0.65

1. The slip resistance of manholes, utility vault covers, utility boxes, sub-sidewalk basement elevator hatches, grilles, grates, medallions, plaques, embedded lettering and signage, and similar elements shall not be less than the minimum required for the surrounding surfaces in accordance with Table 5.2.
2. The PTV values set forth in Table 5.2 are derived from Standards Australia AS 4586-2013 Slip Resistance Classification of New Pedestrian Surface Materials, pub. June 28, 2013, AS 4663-2013 Slip Resistance Measurement of Existing Pedestrian Surfaces, pub. June 28, 2013, and SA HB 198:2014 Handbook Guide to the Specification and Testing of Slip.

The bikeway surface on the public and private streets will be asphalt concrete on aggregate base. The bikeways shall be depressed 4-inches minimum from the adjacent pedestrian zones to provide a detectable separation between bicycle and pedestrian facilities. Where bikeways are not grade separated, a trapezoidal delineator will be utilized between the bicycle and pedestrian facilities to provide separation. The trapezoidal delineator must also comply with minimum standard visual contrast requirements to the adjacent surfaces and subject to SFMTA and SFPW approval. Proposed locations where trapezoidal delineator will be used are depicted on Figure 5.6.

Bikeway crossings adjacent to a pedestrian crosswalk through intersections shall be separated by a minimum of 3-feet.

5.7.9 Street Lighting

The Project street lighting system will be designed and constructed by the Project Sponsor within the proposed streets. The proposed street lighting within public streets will comply with the SFPUC Streetlight Standards and Requirements for the public streets. Streetlight requirements and type of streetlights used will be reviewed and approved by SFPUC during the SIP permitting process.

The street lighting system within the private streets will provide light distribution in accordance with the San Francisco Better Streets Plan ("BSP"). See the DS+G for additional criteria for Project street lighting on private streets. Streetlights on private streets will not be owned and maintained by SFPUC. SFPUC may require lighting on privately owned lights at intersections between private and public streets in order to meet photometrics requirements for the intersection. The intersection lighting must meet SFPUC standards. Any existing SFPUC streetlight infrastructure on privately owned road or unaccepted Article 9 streets will need to be removed by the developer. Privately

owned streetlights cannot share a circuit with SFPUC owned streetlights and will need to be metered. SFPUC will require one new unmetered service point per side of the street per block for SFPUC owned streetlights. Signalized intersections should have a different service point. All clearance requirements as laid out in the Streetlight Standards and Requirements will be followed.

Refer to Section 13.2.3 for additional street lighting requirements.

5.7.10 Traffic Control and Signalization

The Project will design and construct traffic signals at many of the intersections within the Project, in accordance with SFMTA standards, and subject to SFMTA review and approval. Pedestrian push buttons will be installed at all signalized intersections as part of the signal construction documents. Push button placement will comply with the latest SFMTA and SFPW requirements. Locations will be depicted and finalized as part of the SIP or PIP phase of the project. See Figure 5.5 depicting the locations and types of traffic controls at each project intersection. SFMTA and the Project Sponsor will be required to incorporate a maintenance agreement for the proposed signals within Private Streets or at Private / Public street interfaces.

Please see the preliminary traffic signal warrants analysis and phasing diagrams that are the basis of the planning-level traffic study in Appendices I and J.

5.8 **Maintenance and Street Acceptance**

The public streets will be maintained by the SFPW. Winston Drive between Buckingham Way (W) and 20th Avenue will remain as an Article 9 Unaccepted Street, including these intersections. As such, maintenance of this portion of Winston Drive will comply with the requirements set forth in Article 9 of the CCSF Public Works Code. The Project Sponsor will be responsible for maintaining the private / unaccepted infrastructure within the Winston Drive Article 9 Segment through a Master Encroachment Permit. See Winston Drive Article 9 Segment Maintenance Summary in Section 1.15.1. The Project Sponsor will be responsible for the maintenance of the public streets within the Project until such time as they are accepted by the City for maintenance and liability purposes. The City will not accept any public street that rely upon interim or temporary infrastructure.

Upon acceptance of the new and improved public streets by the City, responsibility for the operation and maintenance of the roadway and streetscape elements will be designated as defined in the City of San Francisco Municipal Code.

The City may issue Notice of Completions (NOCs) for private streets that include or depend on interim or temporary infrastructure. The private streets will be maintained by a Project Master Association or another entity created by the Project Sponsor to manage the long-term responsibility for the operation and maintenance of the private streets.

5.9 Phasing of Improvements

The proposed street system will be constructed in phases. Each Phase will connect to the existing streets as close to the perimeter of that Phase area as possible while maintaining safe access to the Project and surrounding areas. Repairs and or replacement of existing improvements will be made as necessary to serve the Phase.

The Phased Infrastructure may include deferring sidewalk and street planting zones until the building construction on adjacent Development Parcels is completed. Construction of each proposed Development Parcel and associated Phased Infrastructure may impact site accessibility. During construction of each Development Parcel and associated Phased Infrastructure, interim access shall be provided and maintained for active utility access and emergency vehicles, subject to San Francisco Fire Department ("SFFD") and other City requirements. Within active streets to remain open, pedestrian access shall be maintained on at least one side where adjacent to an active construction area.

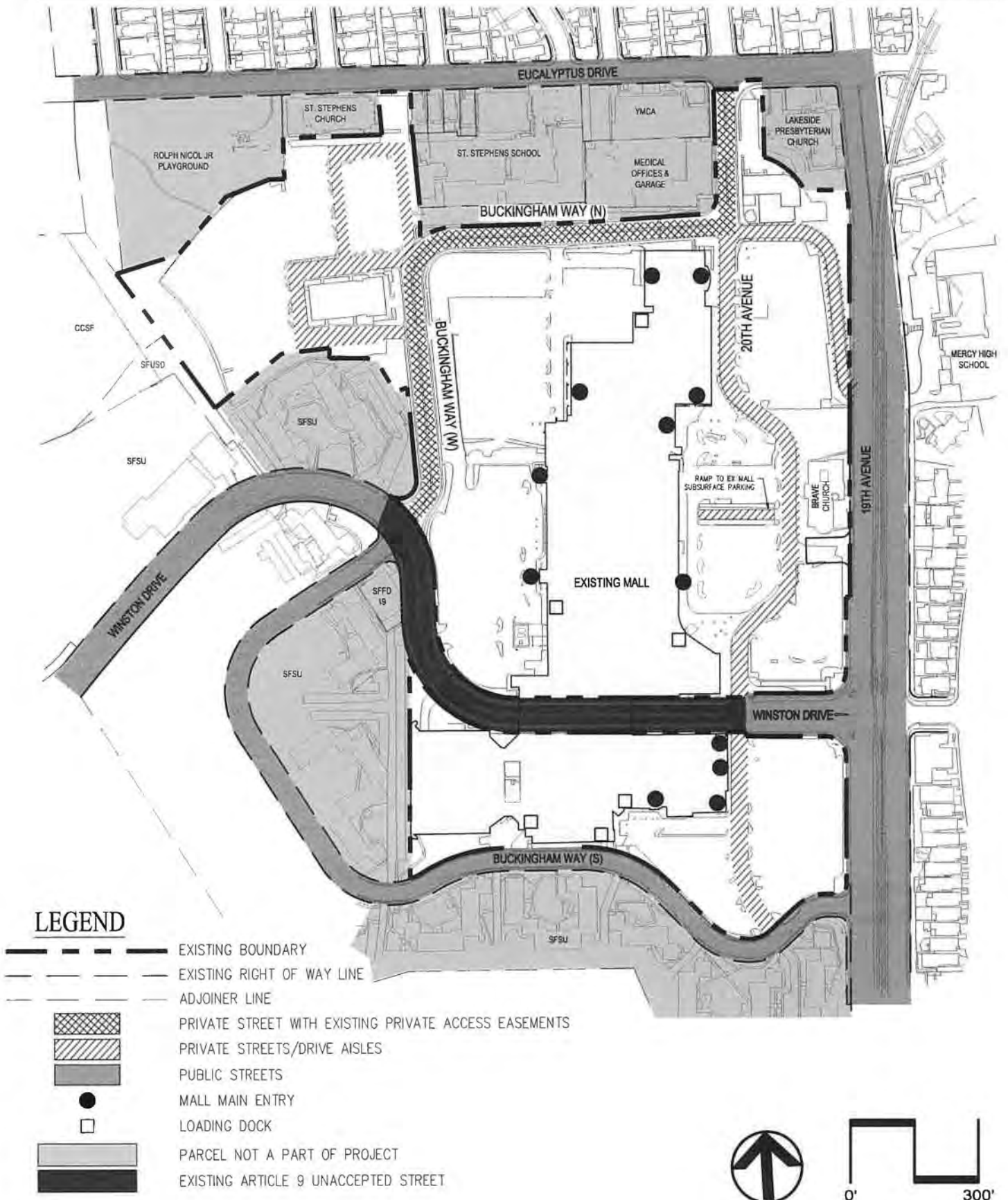


Figure 5.1 Existing Street Network

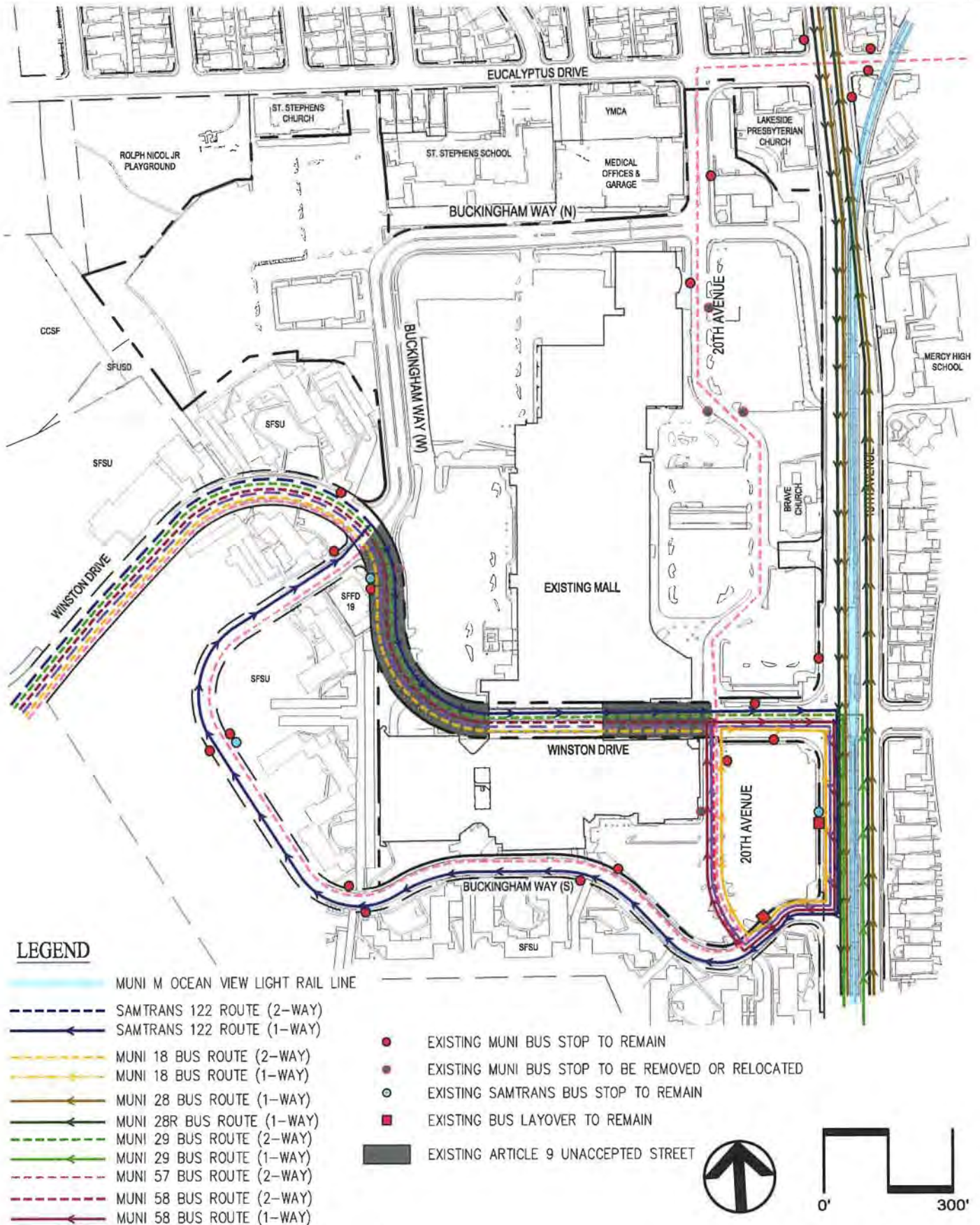


Figure 5.2 Existing Transit Network

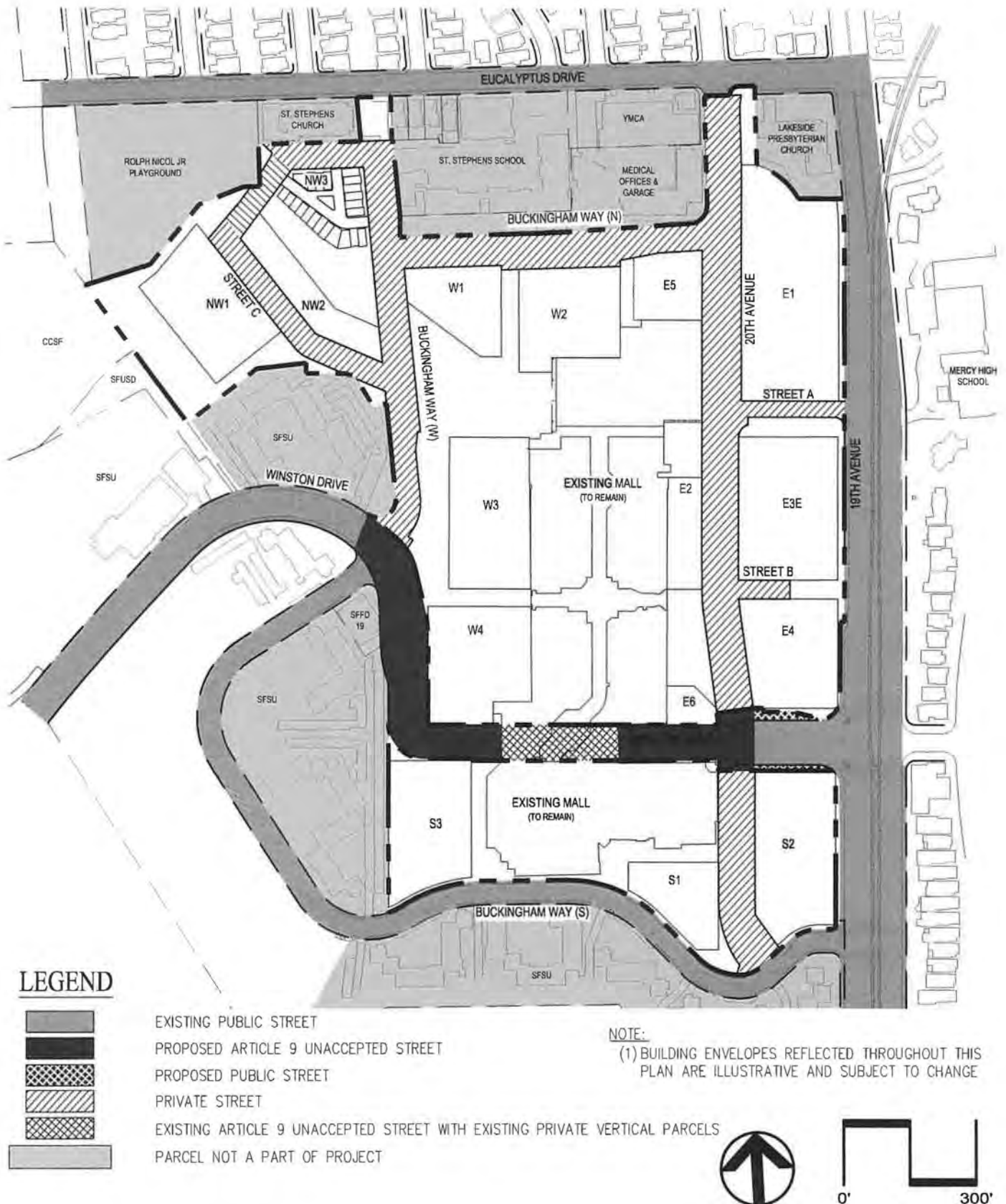


Figure 5.3 Proposed Street System

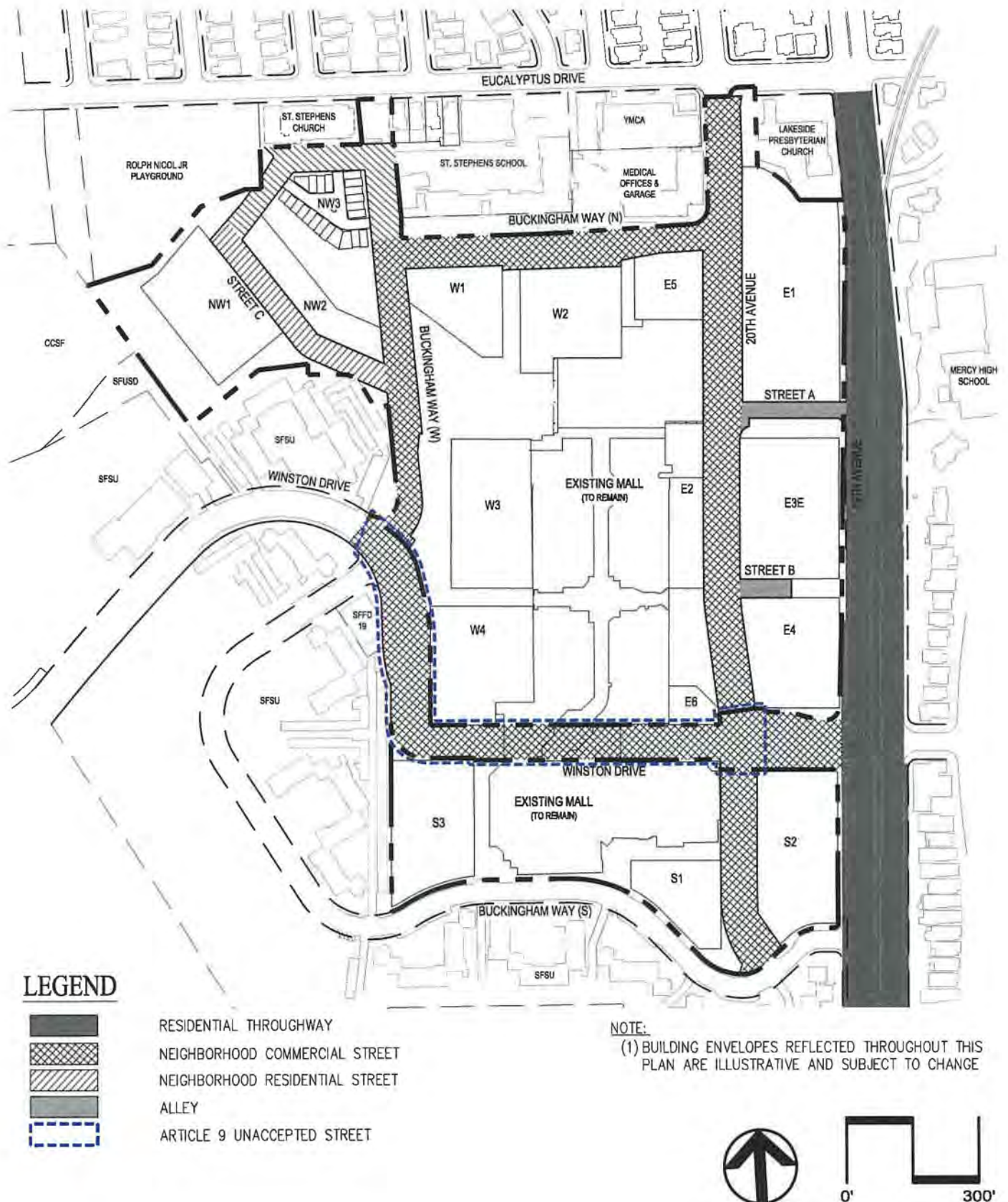
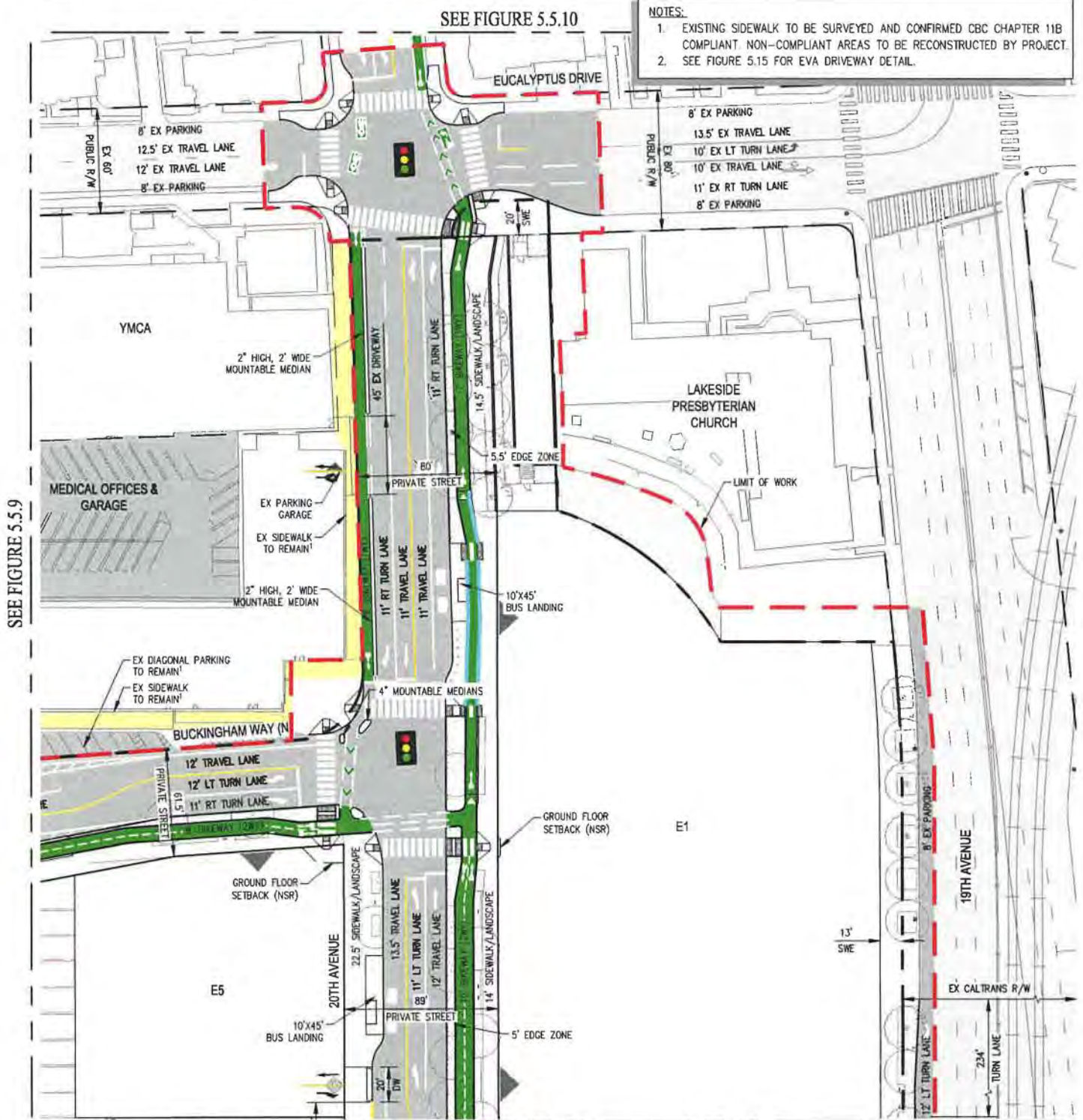


Figure 5.4 Proposed Street Classifications



SEE FIGURE 5.5.9

E1

LEGEND

- ▲ LOBBY ENTRY
- ◆ COMMERCIAL GARAGE ENTRY
- ◆ PUBLIC GARAGE ENTRY
- ◆ PUBLIC & COMMERCIAL GARAGE ENTRY
- 🚦 PROPOSED TRAFFIC SIGNAL AT INTERSECTION
- LIMIT OF WORK
- TRAPEZOIDAL DELINEATORS
- EXISTING SIDEWALK TO BE SURVEYED AND CONFIRMED CBC CHAPTER 11B COMPLIANT. NON-COMPLIANT AREAS TO BE RECONSTRUCTED BY PROJECT
- ARTICLE 9 UNACCEPTED STREET

SEE FIGURE 5.5.2

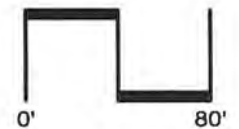
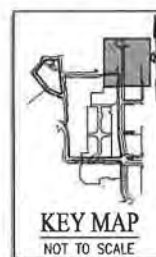
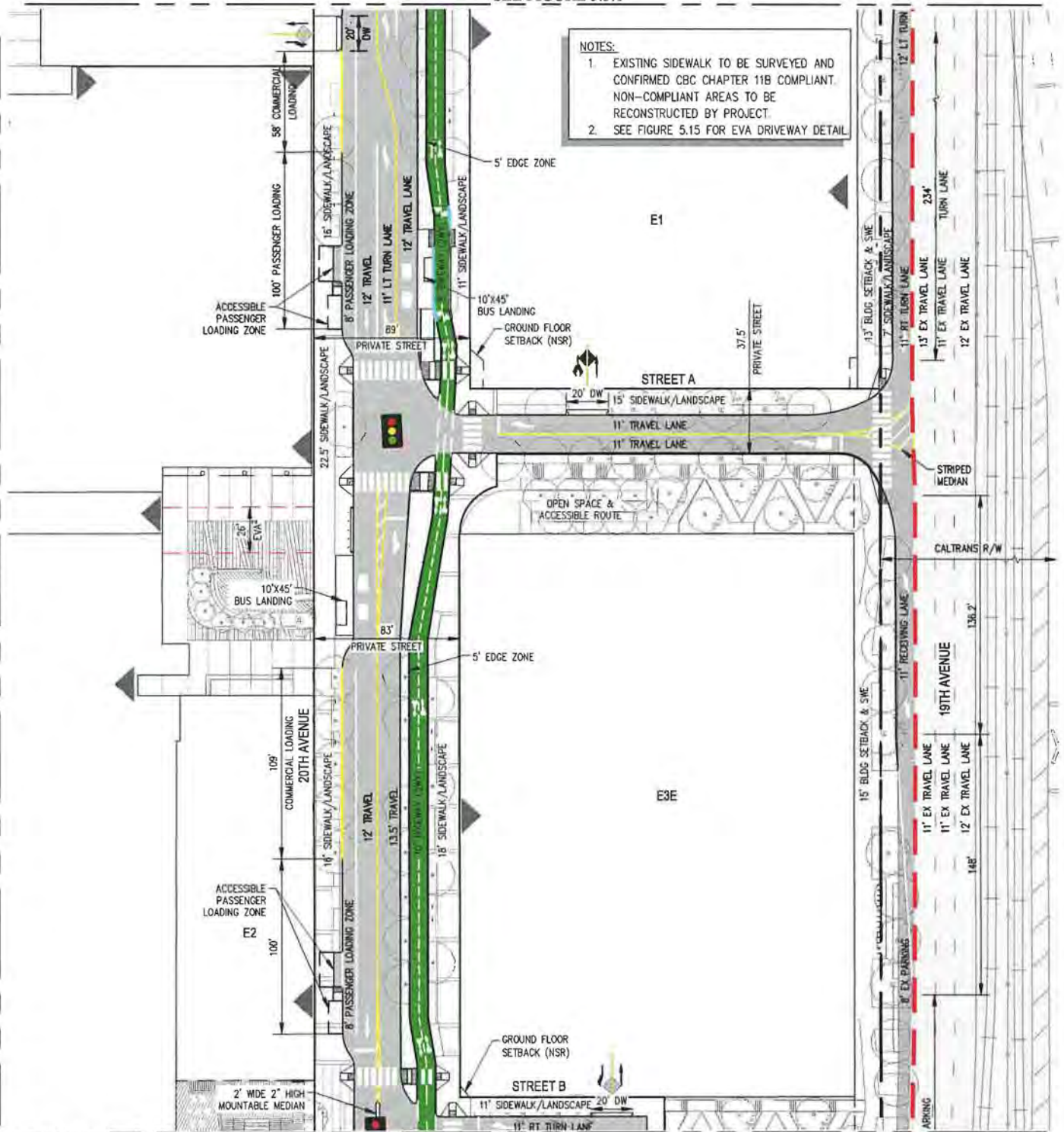


Figure 5.5.1 Proposed Street Network

SEE FIGURE 5.5.1

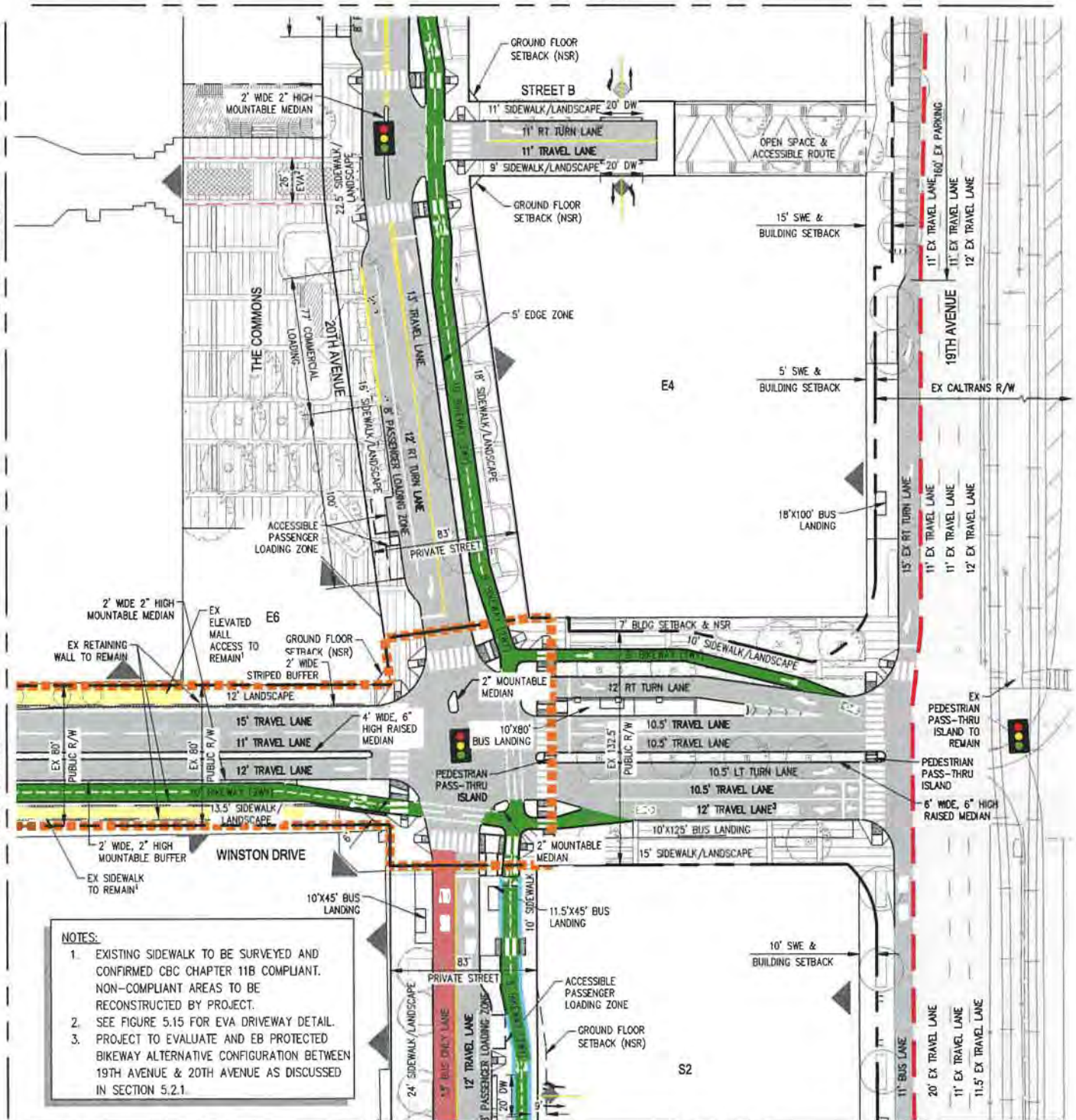
SEE FIGURE 5.5.7



SEE FIGURE 5.5.2

SEE FIGURE 5.5.6

SEE FIGURE 5.5.5



LEGEND

- LOBBY ENTRY
- COMMERCIAL GARAGE ENTRY
- PUBLIC GARAGE ENTRY
- PUBLIC & COMMERCIAL GARAGE ENTRY
- PROPOSED TRAFFIC SIGNAL AT INTERSECTION
- LIMIT OF WORK
- TRAPEZOIDAL DELINEATORS

SEE FIGURE 5.5.4
EXISTING SIDEWALK TO BE SURVEYED AND CONFIRMED CBC CHAPTER 11B COMPLIANT. NON-COMPLIANT AREAS TO BE RECONSTRUCTED BY PROJECT

ARTICLE 9 UNACCEPTED STREET

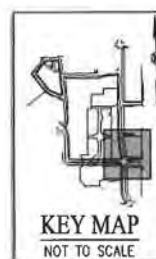


Figure 5.5.3 Proposed Street Network

SEE FIGURE 5.5.3

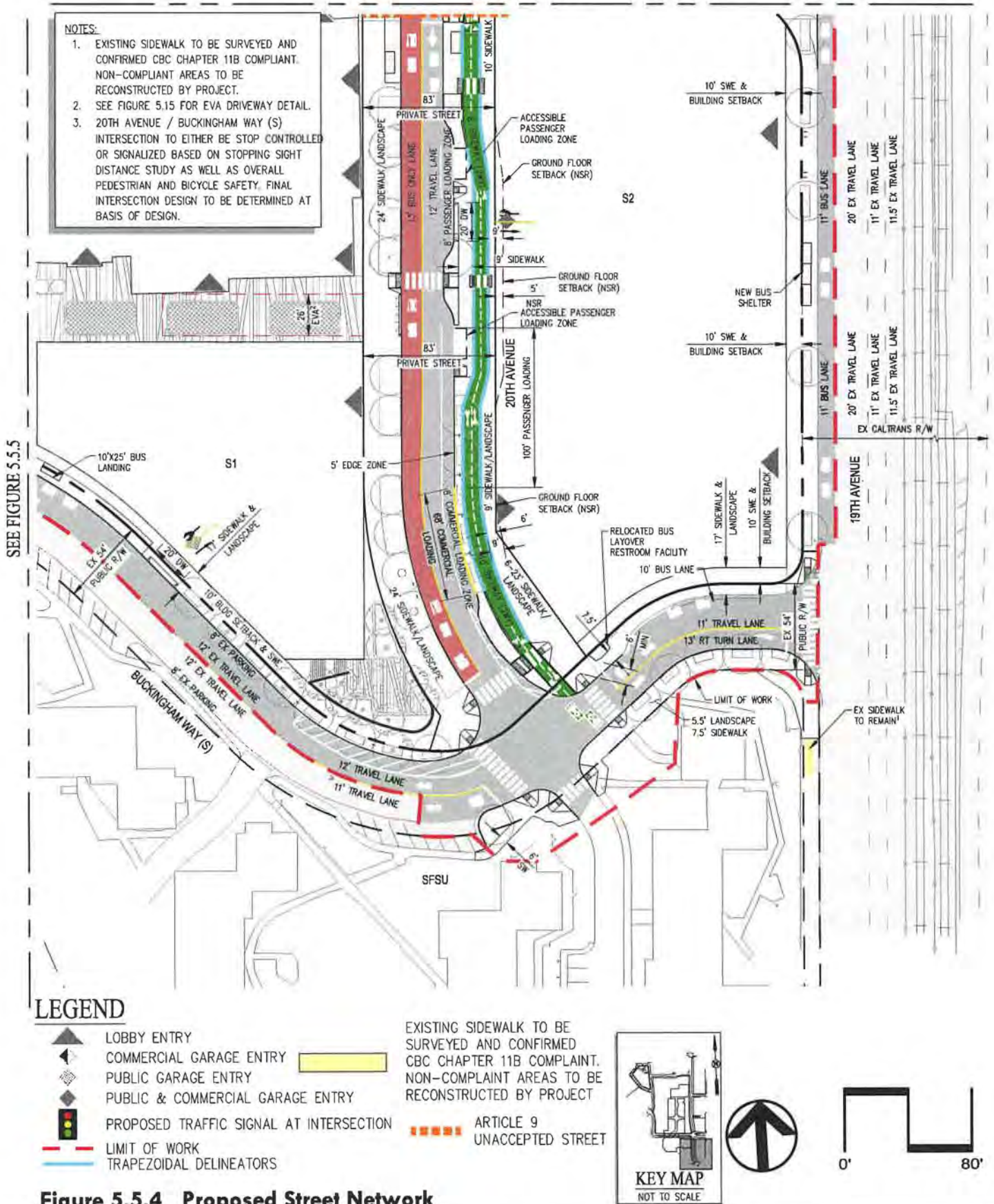
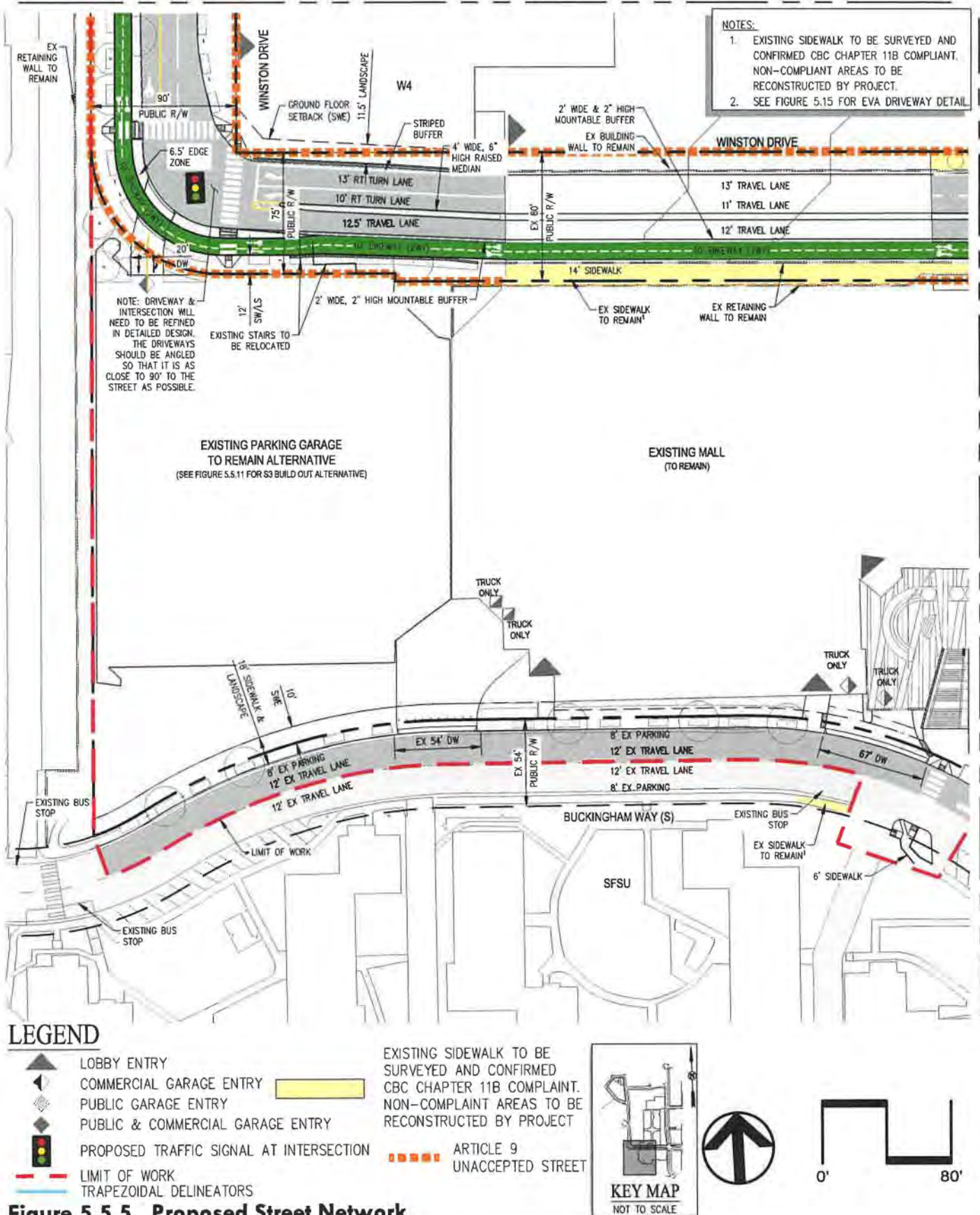


Figure 5.5.4 Proposed Street Network

SEE FIGURE 5.5.6



SEE FIGURE 5.5.4

SEE FIGURE 5.5.7



SEE FIGURE 5.5.5

LEGEND

- LOBBY ENTRY
- COMMERCIAL GARAGE ENTRY
- PUBLIC GARAGE ENTRY
- PUBLIC & COMMERCIAL GARAGE ENTRY
- PROPOSED TRAFFIC SIGNAL AT INTERSECTION
- LIMIT OF WORK
- TRAPEZOIDAL DELINEATORS
- EXISTING SIDEWALK TO BE SURVEYED AND CONFIRMED CBC CHAPTER 11B COMPLIANT. NON-COMPLIANT AREAS TO BE RECONSTRUCTED BY PROJECT
- ARTICLE 9 UNACCEPTED STREET

NOTES:

1. EXISTING SIDEWALK TO BE SURVEYED AND CONFIRMED CBC CHAPTER 11B COMPLIANT. NON-COMPLIANT AREAS TO BE RECONSTRUCTED BY PROJECT.
2. SEE FIGURE 5.15 FOR EVA DRIVEWAY DETAIL.
3. *EXISTING PRIVATE (SFSU) STAIRWAY LANDING TO BE RECONSTRUCTED WITHIN PUBLIC R/W (EXISTING PRIVATE (SFSU) STAIR CODE COMPLIANCE TO BE DETERMINED BY FIELD SURVEY AT APPLICABLE PROJECT PERMIT)

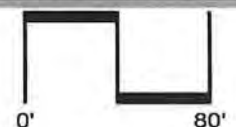
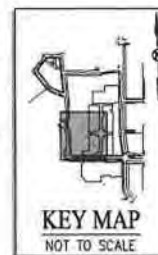
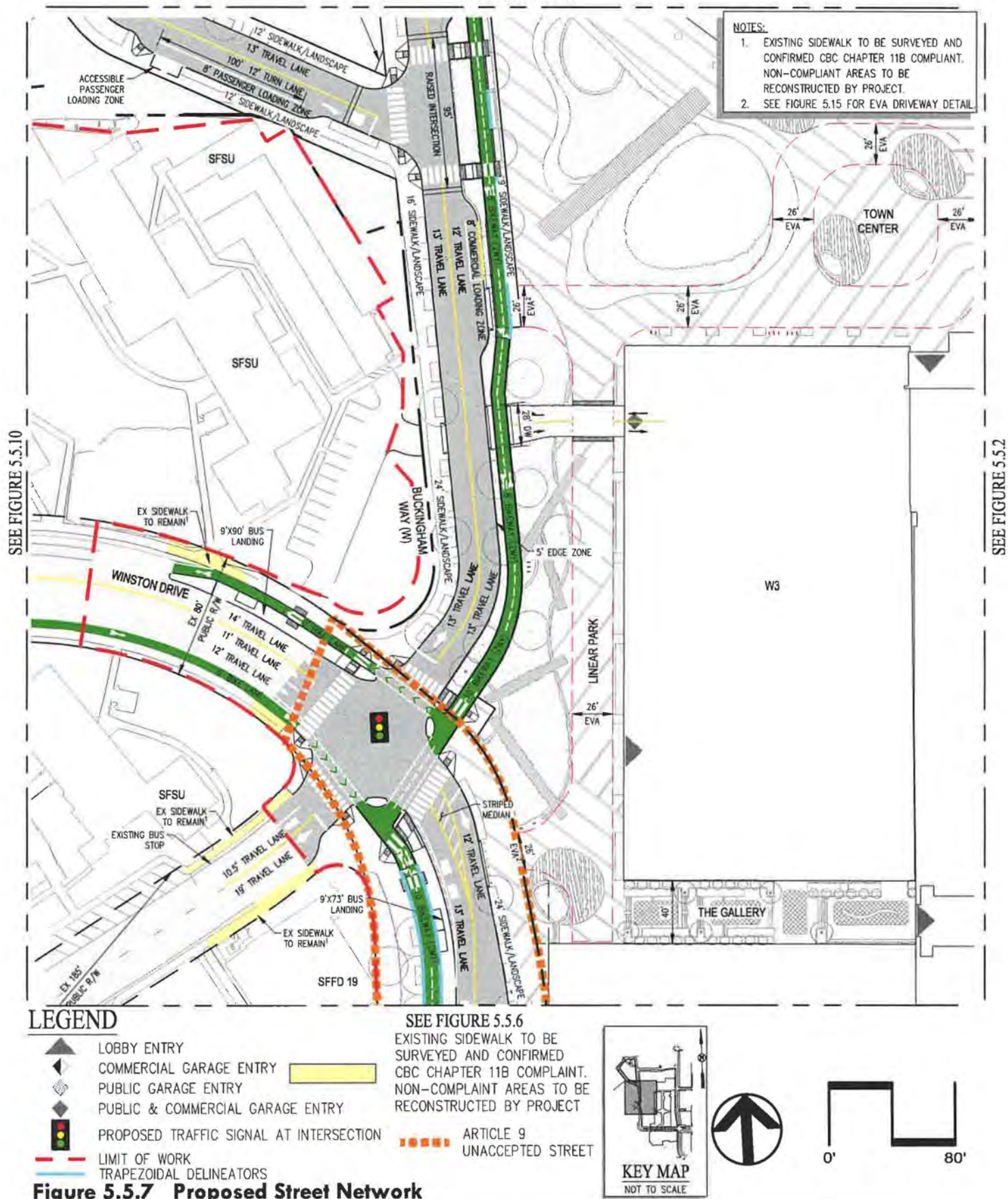
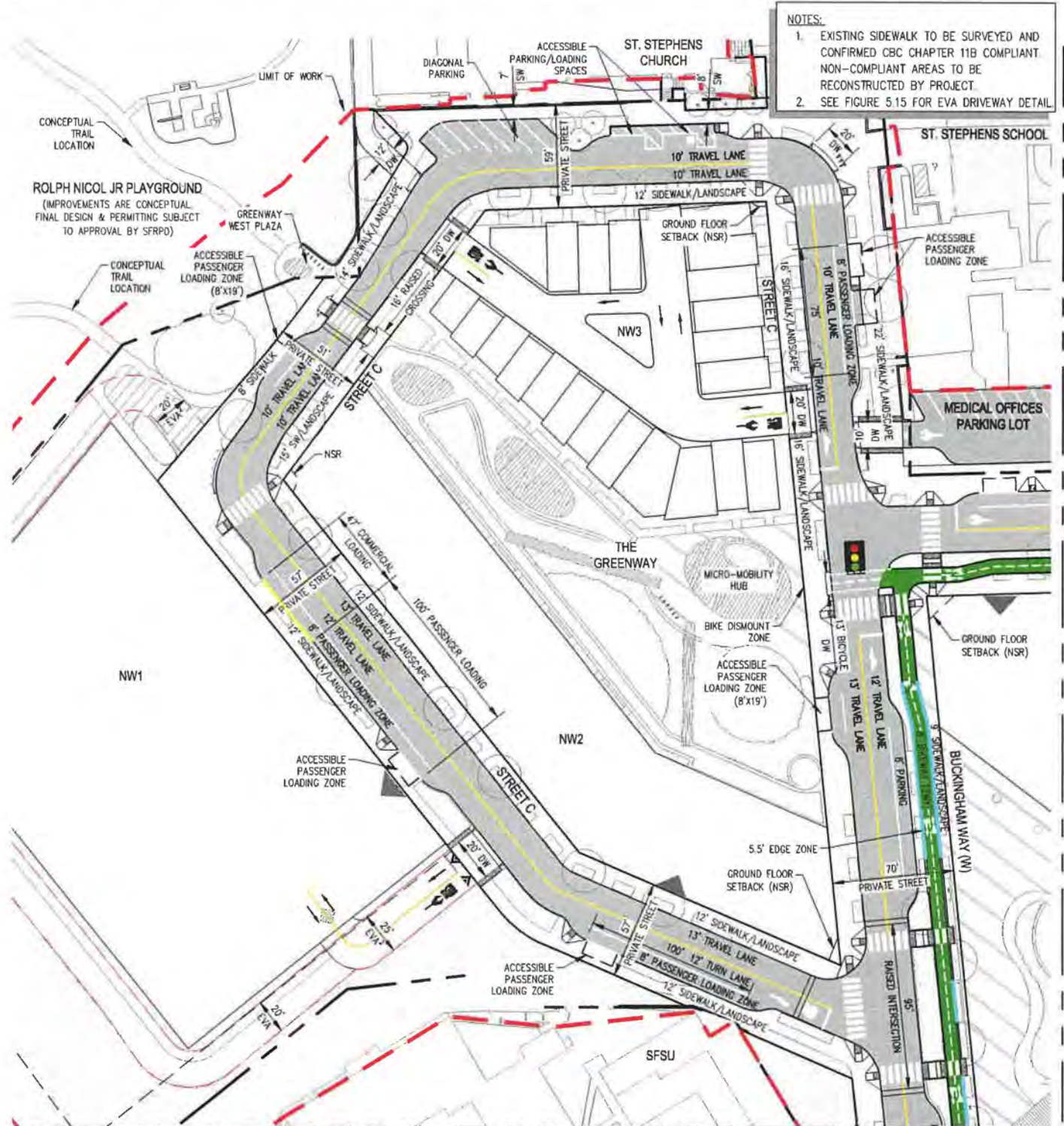


Figure 5.5.6 Proposed Street Network

SEE FIGURE 5.5.8



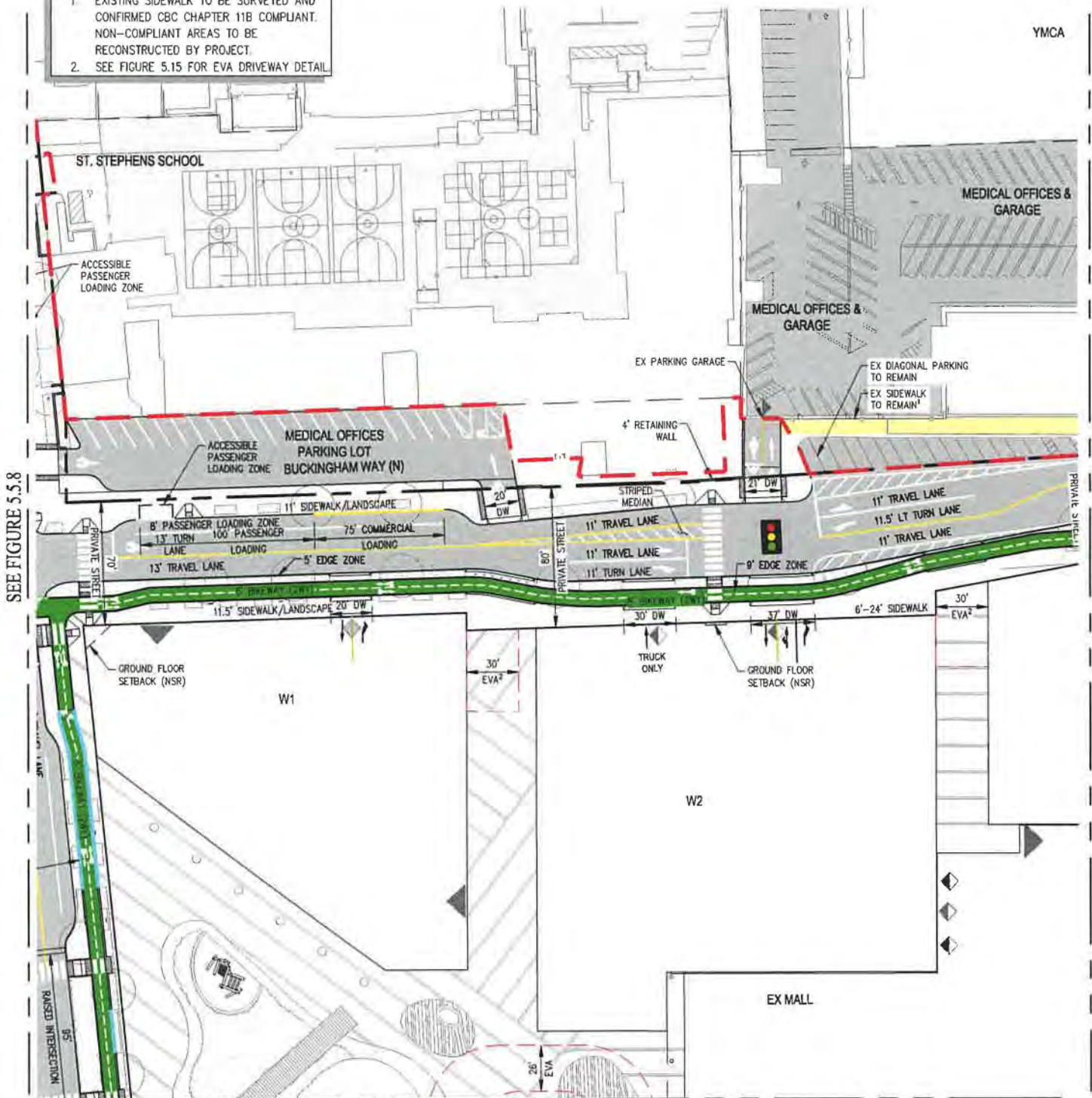


SEE FIGURE 5.5.9

Figure 5.5.8 Proposed Street Network

NOTES:

1. EXISTING SIDEWALK TO BE SURVEYED AND CONFIRMED CBC CHAPTER 11B COMPLIANT. NON-COMPLIANT AREAS TO BE RECONSTRUCTED BY PROJECT.
2. SEE FIGURE 5.15 FOR EVA DRIVEWAY DETAIL



SEE FIGURE 5.5.8

SEE FIGURE 5.5.1

LEGEND

- ▲ LOBBY ENTRY
- ◆ COMMERCIAL GARAGE ENTRY
- ◆ PUBLIC GARAGE ENTRY
- ◆ PUBLIC & COMMERCIAL GARAGE ENTRY
- 🚦 PROPOSED TRAFFIC SIGNAL AT INTERSECTION
- LIMIT OF WORK
- TRAPEZOIDAL DELINEATORS

SEE FIGURE 5.5.7
EXISTING SIDEWALK TO BE SURVEYED AND CONFIRMED CBC CHAPTER 11B COMPLIANT. NON-COMPLIANT AREAS TO BE RECONSTRUCTED BY PROJECT

ARTICLE 9
UNACCEPTED STREET

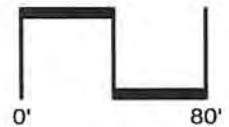
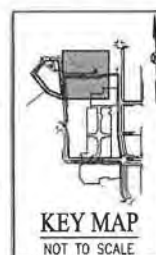


Figure 5.5.9 Proposed Street Network

1. EXISTING SIDEWALK TO BE SURVEYED AND CONFIRMED CBC CHAPTER 11B COMPLIANT. NON-COMPLIANT AREAS TO BE RECONSTRUCTED BY PROJECT.
2. SEE FIGURE 5.15 FOR EVA DRIVEWAY DETAIL.



SEE FIGURE 5.5.6

	LOBBY ENTRY	
	COMMERCIAL GARAGE ENTRY	
	PUBLIC GARAGE ENTRY	
	PUBLIC & COMMERCIAL GARAGE ENTRY	
	PROPOSED TRAFFIC SIGNAL AT INTERSECTION	
	LIMIT OF WORK	
	TRAPEZOIDAL DELINEATORS	

EXISTING SIDEWALK TO BE
SURVEYED AND CONFIRMED
CBC CHAPTER 11B COMPLAINT
NON-COMPLAINT AREAS TO BE
RECONSTRUCTED BY PROJECT

ARTICLE 9
UNACCEPTED STREET

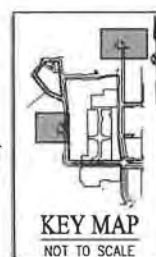
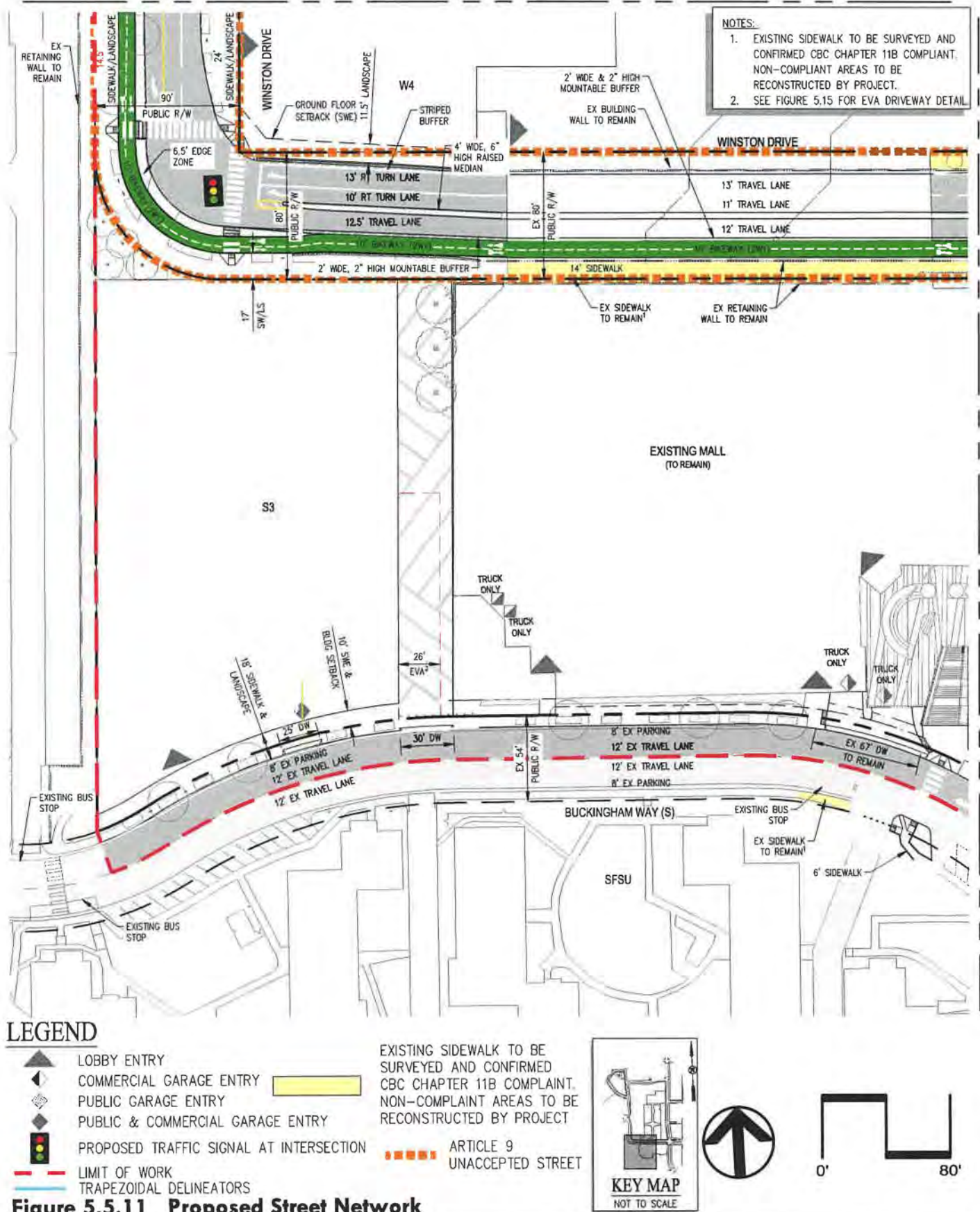


Figure 5.5.10 Proposed Street Network

SEE FIGURE 5.5.6



SEE FIGURE 5.5.4

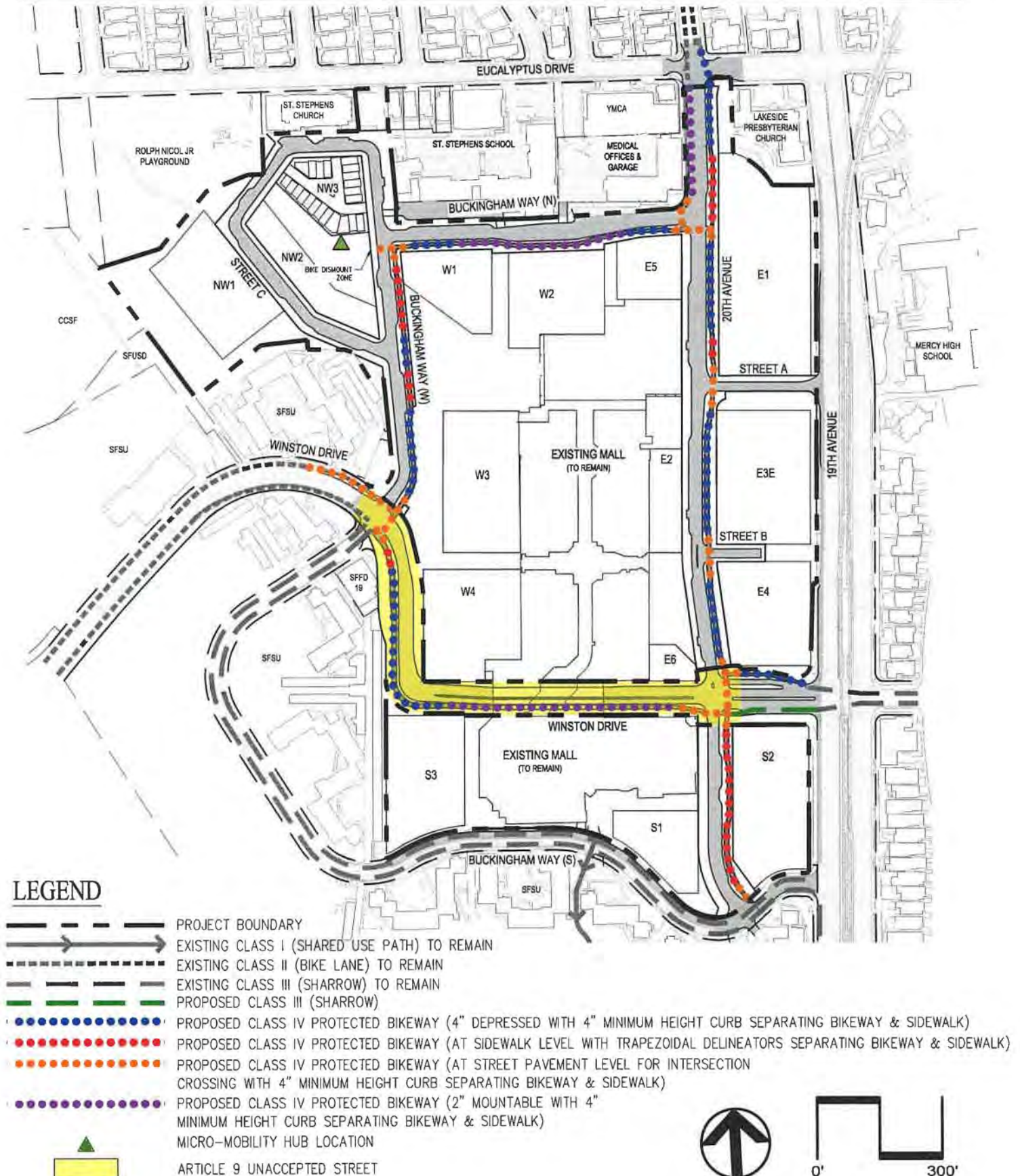


Figure 5.6 Proposed Bicycle Facilities

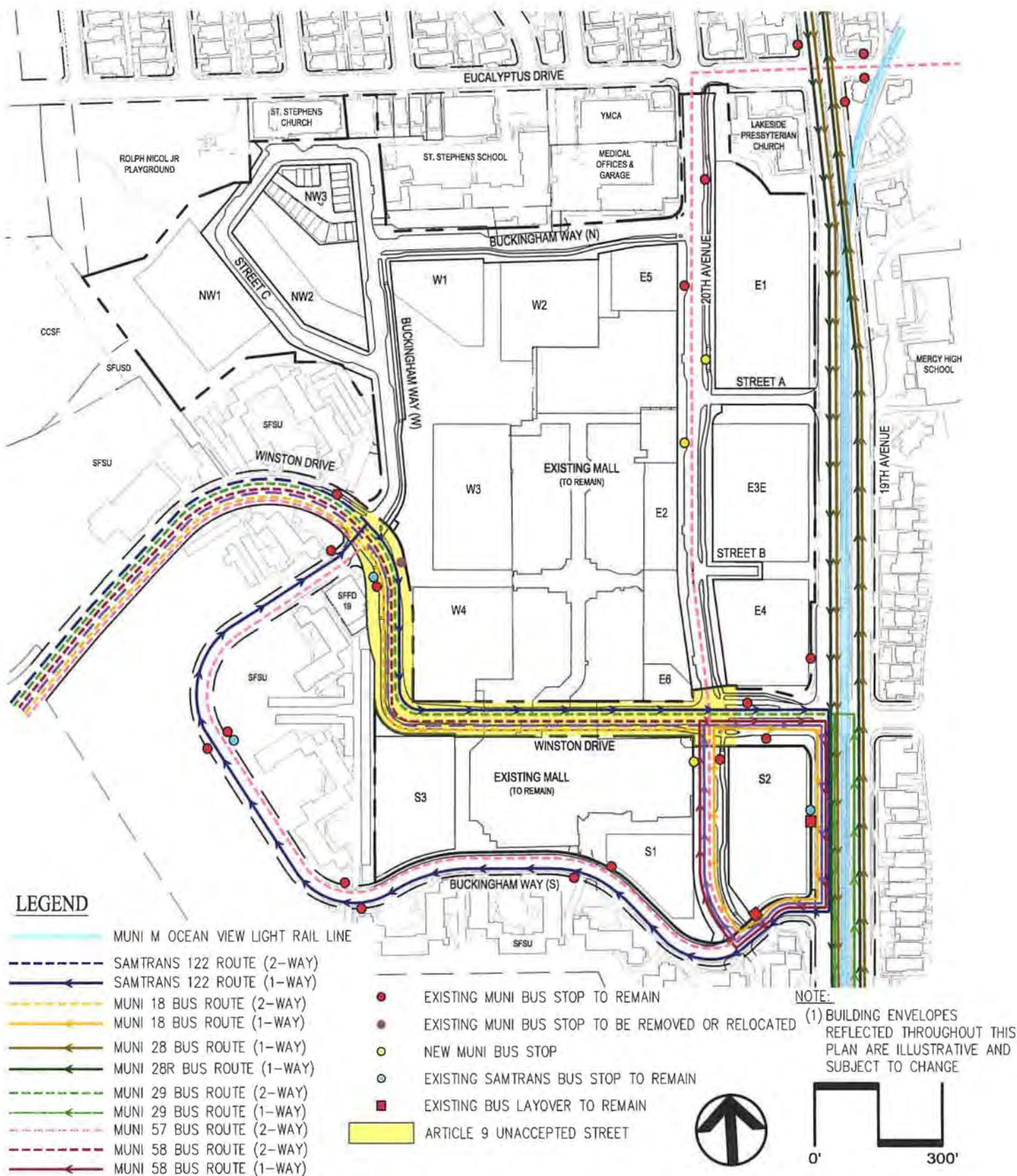


Figure 5.7 Proposed Transit Network

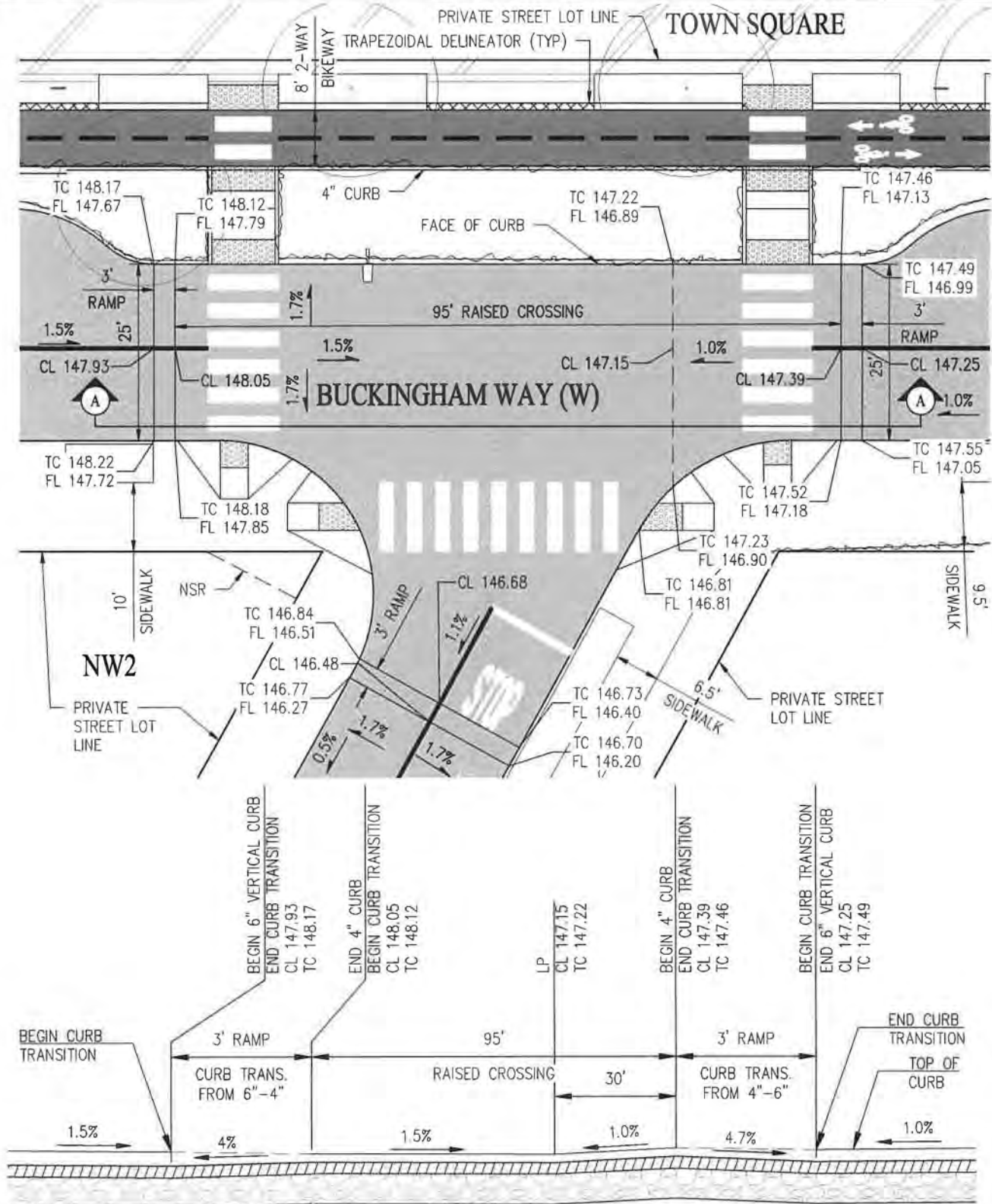
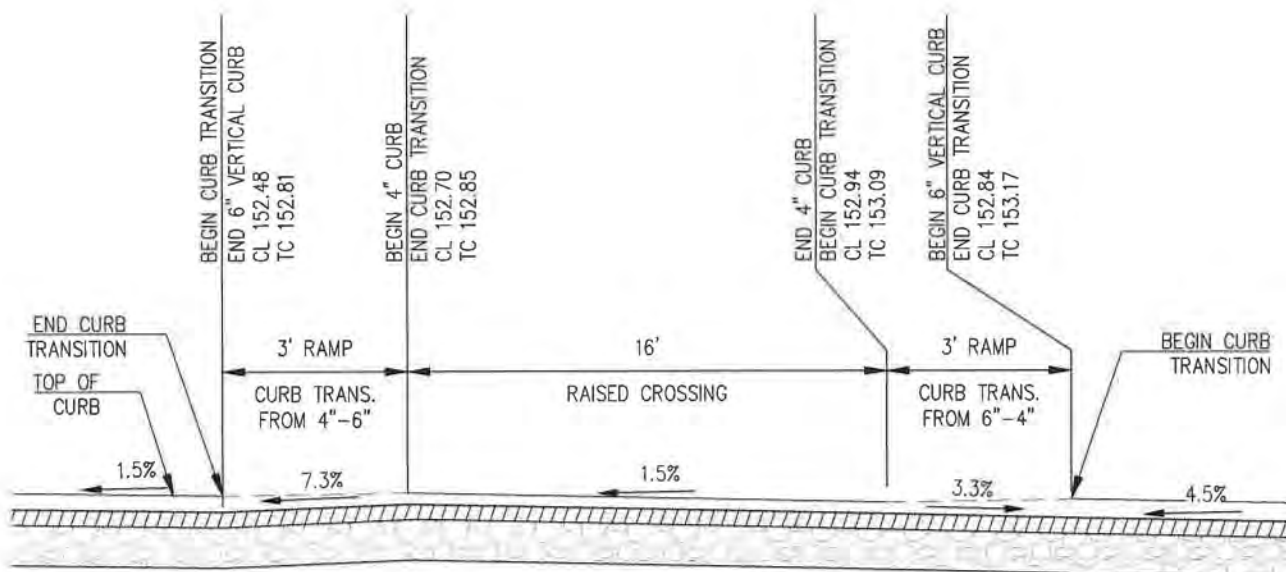
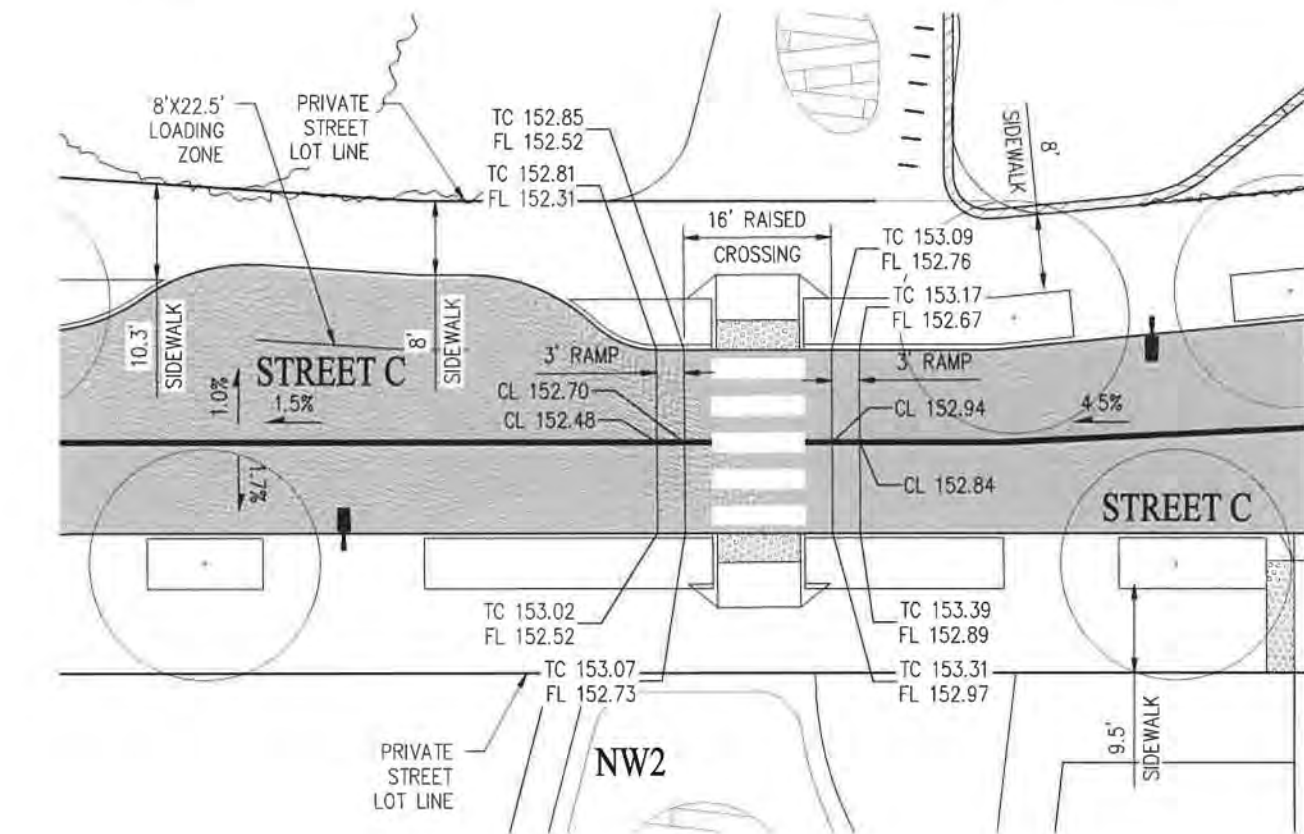


Figure 5.8.1 Raised Street Crossing @ Buckingham Way (W)



NOTE:
4" MINIMUM CURB HEIGHT IS
REQUIRED AT ALL CURB RAMP WINGS

SECTION A-A

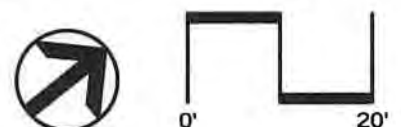


Figure 5.8.2 Raised Street Crossing @ Street C

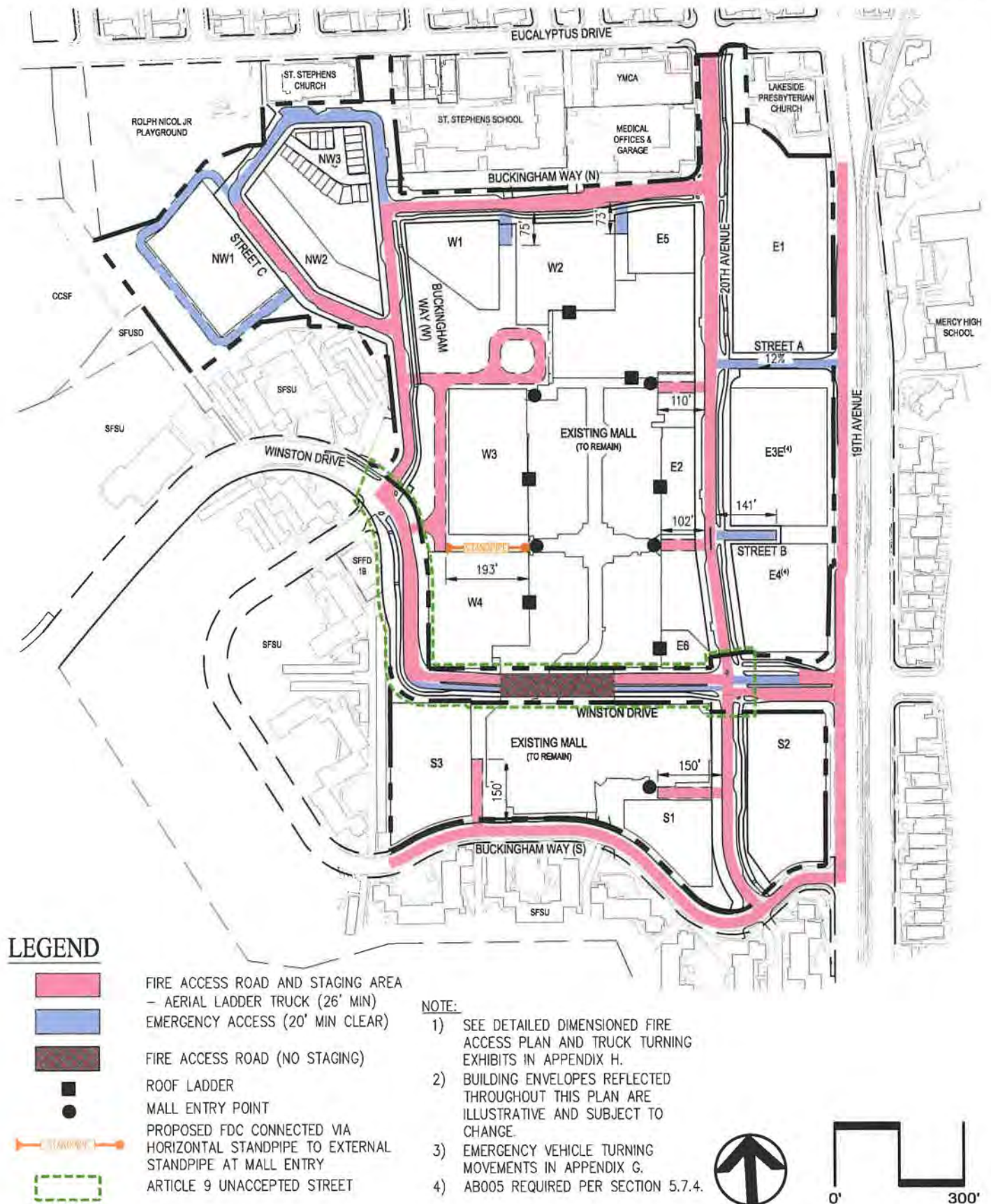
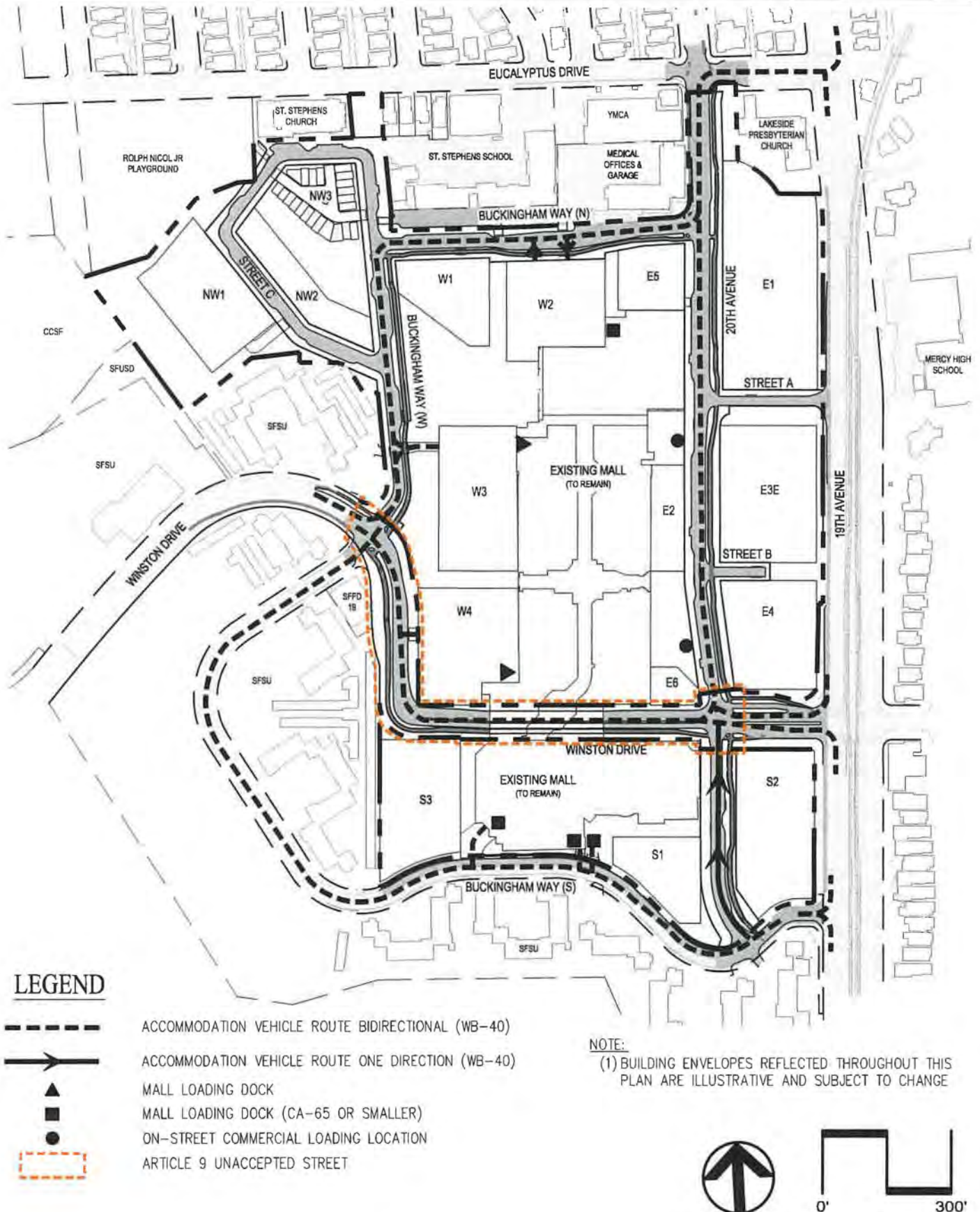


Figure 5.9 Fire Access



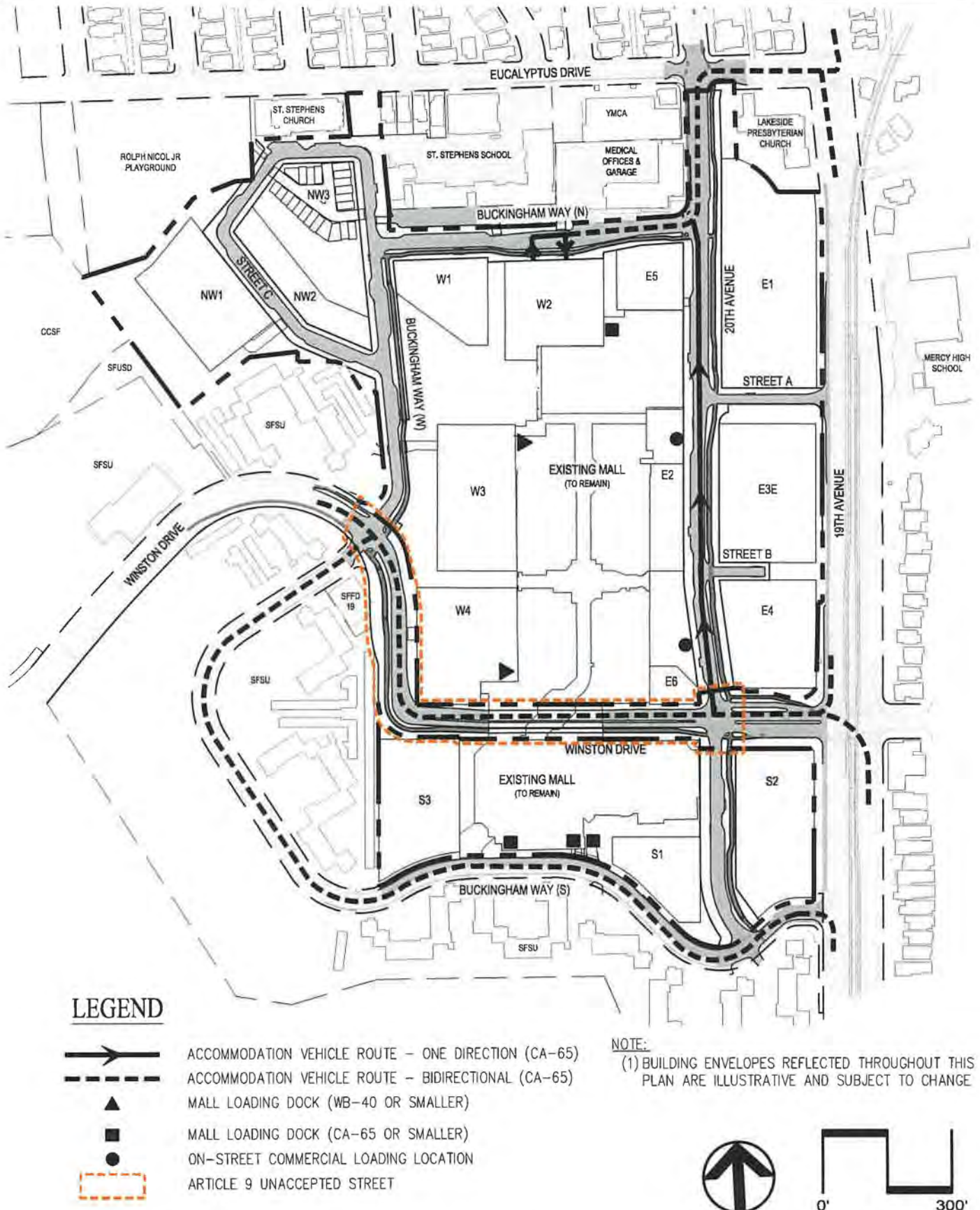
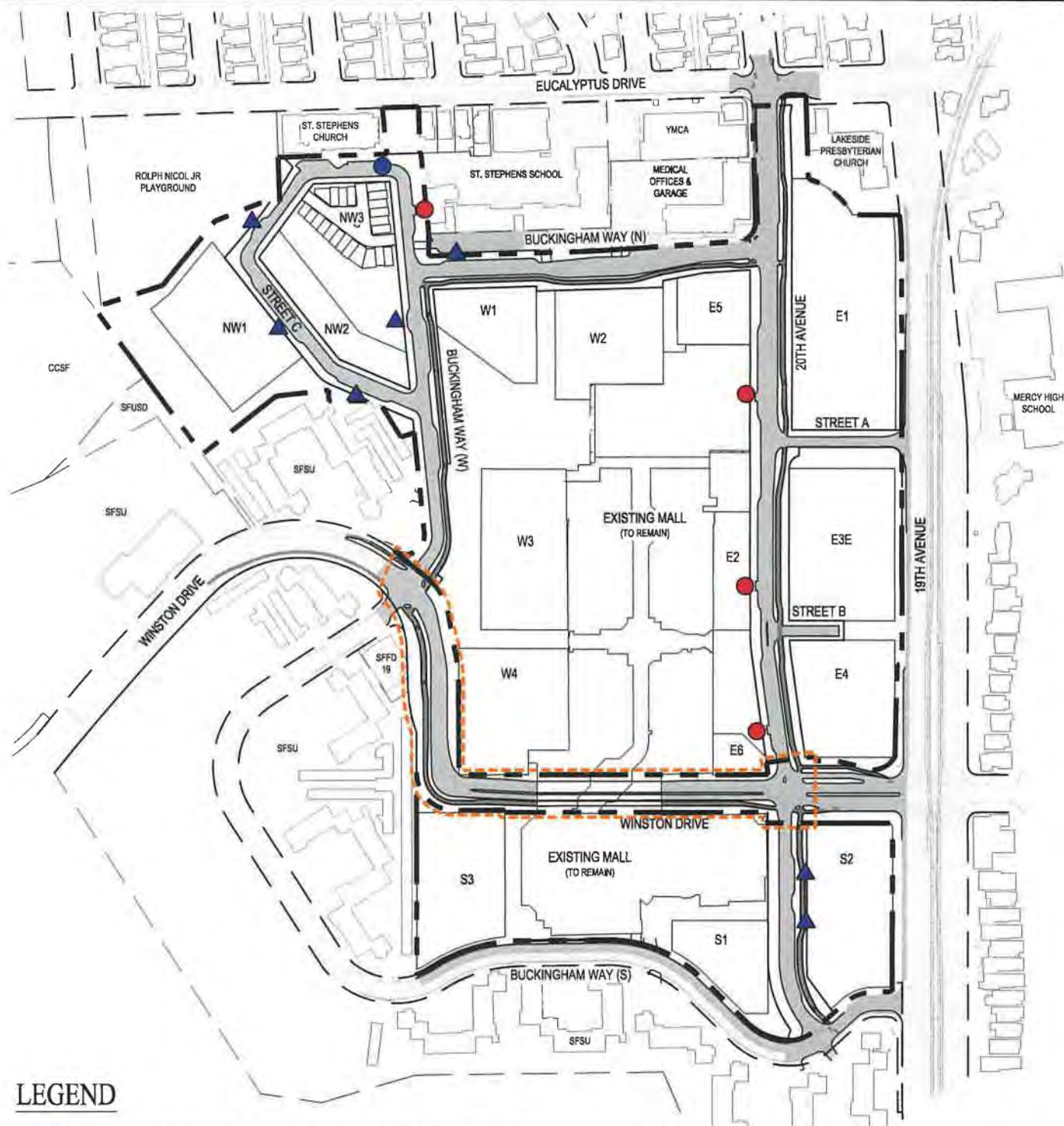


Figure 5.10.2 Large Truck Loading Route - CA-65



LEGEND

- ON-STREET ACCESSIBLE PARKING SPACE LOCATION
- ACCESSIBLE PASSENGER LOADING ZONE
- ▲ MODIFIED ACCESSIBLE PASSENGER LOADING ZONE
- ARTICLE 9 UNACCEPTED STREET

NOTE:
(1) BUILDING ENVELOPES REFLECTED THROUGHOUT THIS PLAN ARE ILLUSTRATIVE AND SUBJECT TO CHANGE

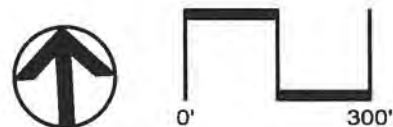
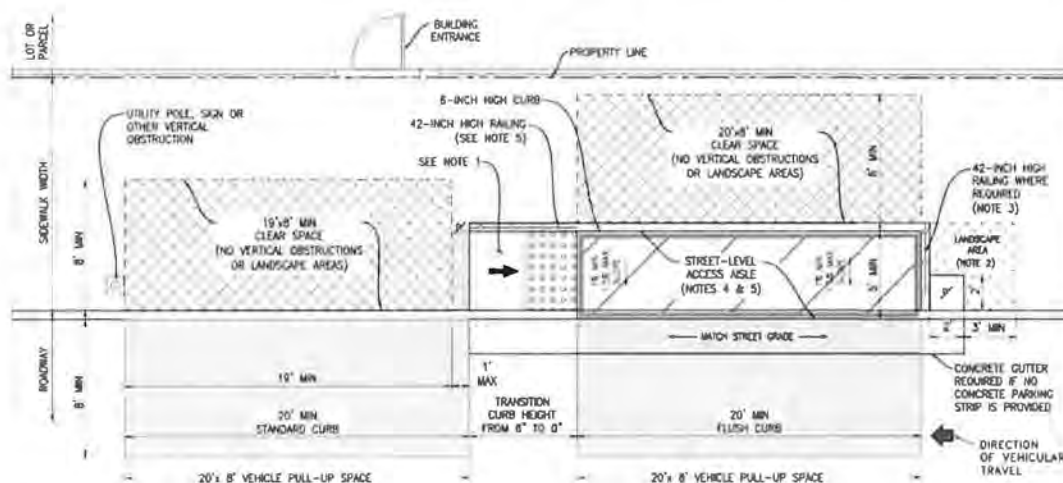


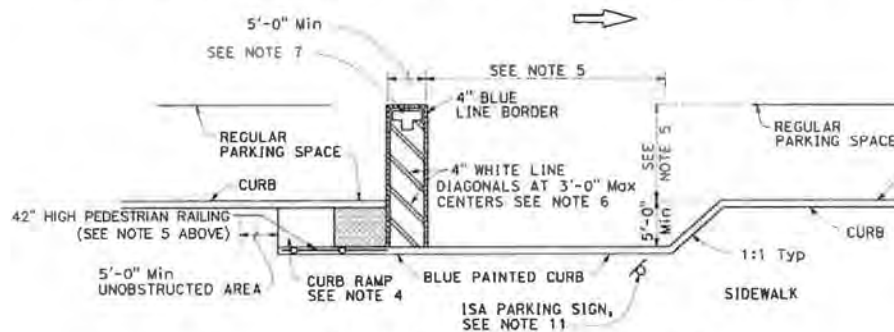
Figure 5.11 Accessible Passenger Loading Zones

STANDARD ACCESSIBLE PASSENGER LOADING ZONE LAYOUT GUIDELINES



Notice

1. CURB RAMP SHALL COMPLY WITH ACCESSIBLE STREET CROSSING STANDARD - STANDARD CURB RAMP PLANS AS REQUIRED BY PUBLIC WORKS ORDER 180854
2. LANDSCAPE AREA DIMENSIONS & PLACEMENT MAY VARY AND SHALL COMPLY WITH PUBLIC WORKS ORDER 178831 - PLANTING, MAINTENANCE, AND REMOVAL OF TREES AND LANDSCAPE MATERIALS, PUBLIC WORKS BUREAU OF URBAN FORESTRY (B3) REQUIREMENTS, AND SF BEETER STREETS PLAN
3. IF LANDSCAPE AREA IS LESS THAN 3' WIDTH OR OTHERWISE NOT PROVIDED, A RAISING IS REQUIRED ALONG THE CURB ON THE SIDE OF THE STREET LEVEL ACCESS ASSE
4. STREET LEVEL ACCESS ASSE SHALL BE CONCRETE AND HAVE A MINIMUM THICKNESS OF 6-INCHES
5. PROJECT SURVEYOR IS RESPONSIBLE FOR MAINTENANCE AND REPAIR OF RAILINGS AND ENSURING STREET LEVEL ACCESS ASSE IS FREE FROM OBSTACLES, MECHANICAL STREET
6. STREETS CANNOT ACCESS THIS AREA
7. WALLS SHALL BE MARKED WITH A PAINTED BORDERLINE AROUND THEIR PERIMETER. THE AREA WITHIN THE BORDERLINES SHALL BE MARKED WITH MATCHED LINES A MAXIMUM OF 36 INCHES ON CENTER IN A COLOR CONTRASTING WITH THAT OF THE ACCESS ASSE SURFACE
8. VEHICLE PULL-UP SPACES AND ACCESS ASSES SHALL PROVIDE A VERTICAL CLEARANCE OF 174 INCHES
9. DRIVEWAY ZONE, EXTENTS AND SIGNAGE SHALL BE DETERMINED BY SANTA CLARA COUNTY ENGINEERING
10. IF THE STREET LEVEL ACCESS ASSE SIGNALS MORE THAN ONE VEHICLE PULL-UP SPACE, A CURB RAMP IS REQUIRED ON BOTH SIDES OF THE ACCESS ASSE



ACCESSIBLE PARKING SPACE LAYOUT

(See Note 9)

NOTES:

- NOTES:**

 1. Parking spaces shall be so located that persons with disabilities are not compelled to wheel or walk behind parked vehicles other than their own.
 2. Surface slopes of accessible on-street parking spaces shall be the minimum feasible.
 3. Where Plaque R99B (CA) or Sign R99C (CA) are installed, the bottom of the sign or plaque panel shall be a minimum of 7'-0" above the surrounding surface.
 4. Curb ramps shall conform to the details shown on Standard Plan AA8A.
 5. Accessible on-street parking spaces shall not be smaller in length or width than that specified by the local jurisdiction for other parking spaces, but not less than 20'-0" in length and not less than 8'-0" in width.
 6. Blue paint, instead of white may be used for marking accessibility circles in areas where snow may cause white markings to not be visible.
 7. The words "NO PARKING", shall be painted in white letters no less than 1"-0" high on a contrasting background and located so that it is visible to traffic enforcement officials. See Standard Plan A24E for square foot area for painting the words "NO PARKING".
 8. There shall be no obstructions on the sidewalk adjacent to and for the full length of the parking space, except for the ISA parking sign shown.
 9. The Conventional detail should be the primary choice of accessible on-street parking. However, if the sidewalk lacks adequate space to construct a standard curb ramp, the Restricted Right of Way detail should be used.
 10. If the Restricted Right of Way width detail is selected and it conflicts with a bus stop or other uses, this detail may apply to the other end of the block.
 11. Accessible Parking Only Sign shall be Sign R99C (CA) or Sign R99 (CA) with Plaque R99B (CA).

LEGEND

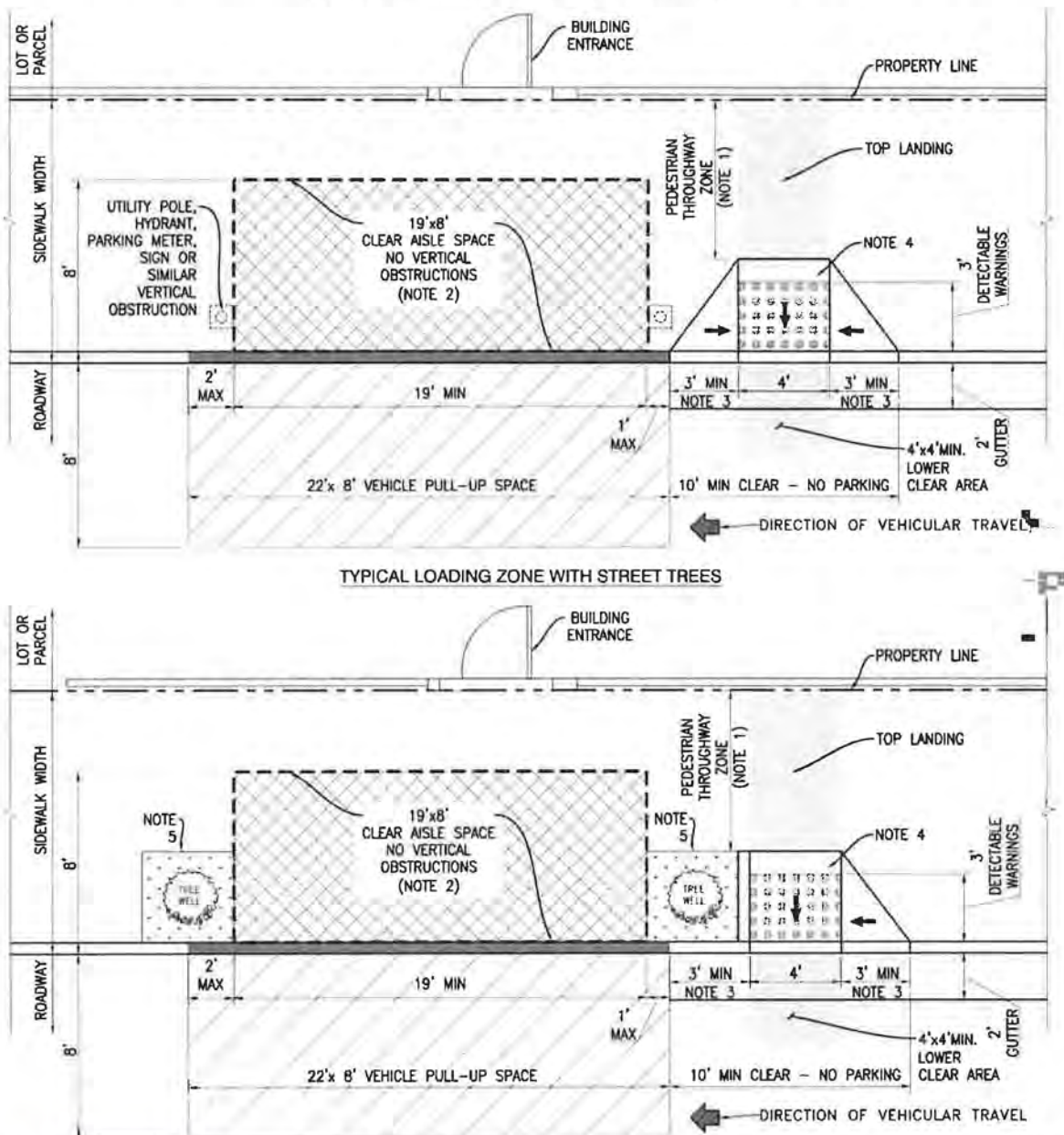
ISA = International Symbol of Accessibility

LEGEND

ISA = International Symbol of Accessibility

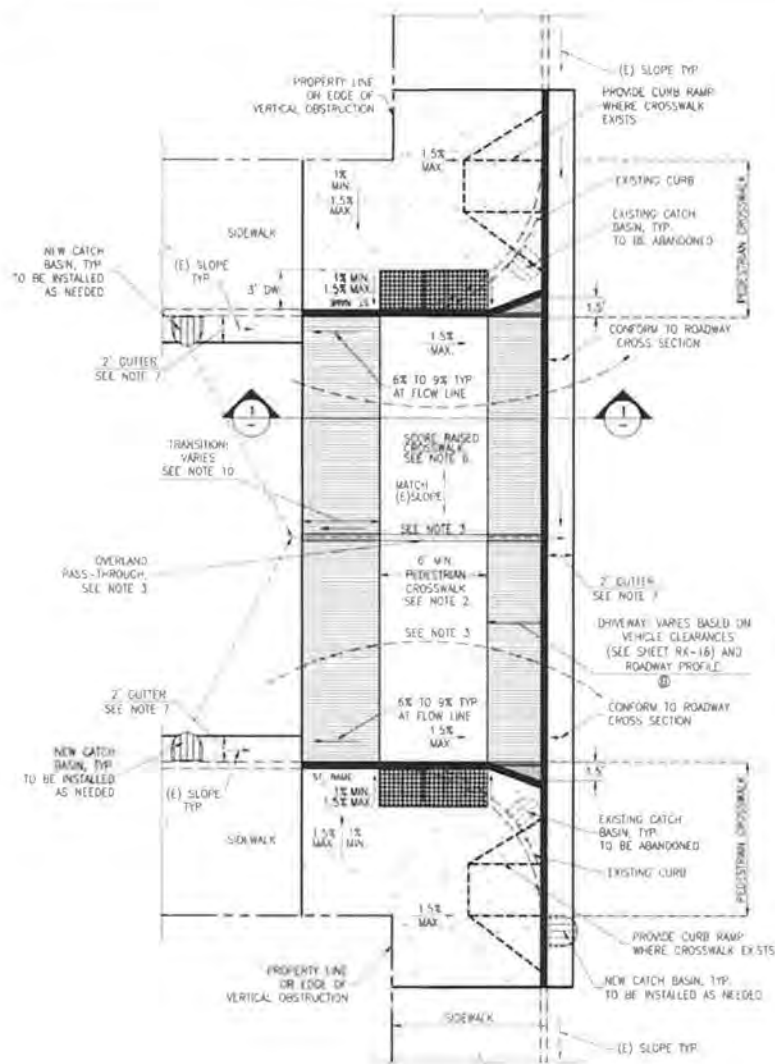
Figure 5.12 SFPW Standard Accessible Passenger Loading Zone & Accessible Parking Space Guidelines

MODIFIED ACCESSIBLE PASSENGER LOADING ZONE GUIDELINES (V1.2 08/2019)
(SIDEWALK WIDTH: LESS THAN 14')

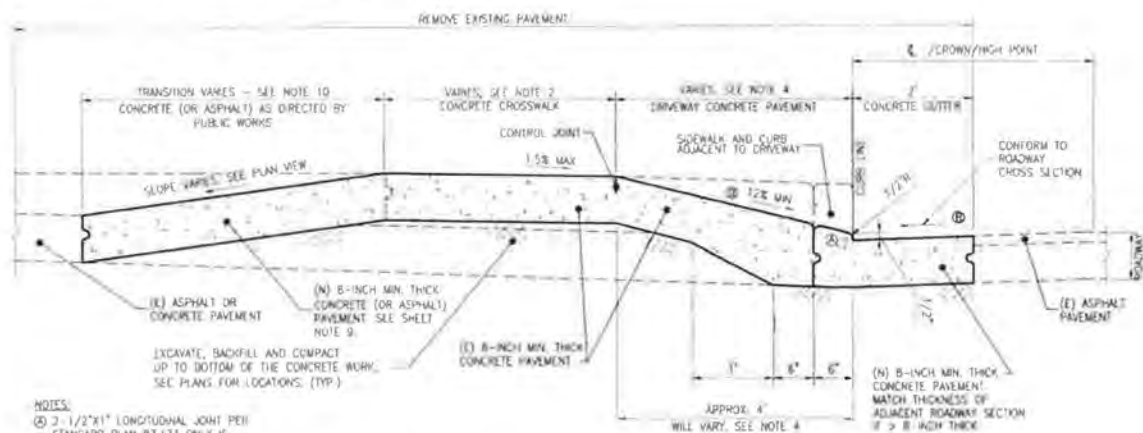


1. THE BETTER STREETS PLAN REQUIRES A WIDTH OF NO LESS THAN 6 FEET IN THE PEDESTRIAN THROUGHWAY ZONE. THIS WIDTH MAY BE REDUCED TO 5 FEET OR 4 FEET ON A CASE BY CASE BASIS WITH APPROVAL OF PUBLIC WORKS (PW) DISABILITY ACCESS COORDINATOR.
2. CLEAR AISLE SPACE FOR WHEELCHAIR LIFT DEPLOYMENT SHALL BE LOCATED ON SIDEWALK ADJACENT AND PARALLEL TO VEHICLE PULL UP SPACE. VEHICLE PULL-UP SPACES AND ACCESS AISLES SERVING THEM SHALL PROVIDE A VERTICAL CLEARANCE OF 114 INCHES MINIMUM PER CALIFORNIA BUILDING CODE SECTIONS 11B-209 & 11B-503.
3. NEW CURB RAMP SHALL BE LOCATED A MINIMUM OF 3' FROM WHITE CURB MARKING AND/OR ADJACENT STREET PARKING SPACE TO COMPLY WITH CALIFORNIA VEHICLE CODE (CVC) SECTION 22522 REQUIREMENTS. CURB RAMP SHALL BE LOCATED AT THE BACK OF PASSENGER LOADING ZONE TO SERVE WHEELCHAIR ACCESSIBLE VANS AND TAXIS THAT LOAD AND UNLOAD FROM THE REAR.
4. CURB RAMP SHALL COMPLY WITH CURB RAMP STANDARD PLANS IN PW ORDER 185654 - ACCESSIBLE STREET CROSSING STANDARD.
5. TREE WELL OR LANDSCAPE AREA DIMENSIONS & PLACEMENT MAY VARY AND SHALL COMPLY WITH PW ORDER 178831.
6. COLOR CURB ZONE LOCATIONS AND DIMENSIONS SHALL BE APPROVED BY SFMTA COLOR CURB PROGRAM. FOR ADDITIONAL INFORMATION REGARDING THE COLOR CURB PERMITTING PROCESS, VISIT [HTTPS://WWW.SFMTA.COM/SERVICES/NEW-COLOR-CURB](https://www.sfmta.com/services/new-color-curb).
7. THESE REFERENCE DRAWINGS REPRESENT COMMON SCENARIOS. LOADING AND ACCESSIBILITY REQUIREMENTS MAY VARY DEPENDING ON SPECIFIC SITE CONSTRAINTS. PLEASE CONTACT THE SFMTA COLOR CURB PROGRAM AND THE PUBLIC WORKS DISABILITY ACCESS COORDINATOR SECTION TO SET UP A MEETING TO DISCUSS PROJECT LOADING NEEDS AND ACCESSIBILITY REQUIREMENTS.

Figure 5.13 SFPW Modified Accessible Passenger Loading Zone Guideline



RAISED CROSSWALK PLAN VIEW



RAISED CROSSWALK - CROSS SECTION (1)

- # SHEET NOTES
1. ALL GENERAL NOTES AND DETAILS ON DRAWINGS RK-2 THRU RK-5 SHALL APPLY TO THIS SHEET. FOR DETECTABLE WARNING DETAILS AND NOTES, SEE DRAWING RK-6.
 2. WIDTH MAY BE LESS THAN 6' WHERE 6' IS NOT FEASIBLE. WIDTH TO BE 4' MINIMUM.
 3. COORDINATE WITH IF PUBLIC WORKS HYDRAULIC ENGINEERING ("HYDRAULICS") TO PROVIDE STORMWATER OVERFLOW DRAINAGE PATH. OVERLAND FLOW STUDY MAY BE REQUIRED. OVERLAND PASS-THROUGH, OR VALLEY CULVERT, MAY BE INCORPORATED INTO THE RASSED CROSSWALK. THE NUMBER OF OVERLAND PASS-THROUGHS INCORPORATED, THEIR SIZE AND SLOPES, SHALL BE IN ACCORDANCE WITH HYDRAULICS AND DISABILITY ACCESSIBILITY COORDINATOR GUIDELINES.
 4. VANCES BASED ON VEHICLE CLEARANCES AND SLOPE/CROWN OF INTERSECTING ROADWAYS.
 5. RASSED CROSSWALK TREATMENT SHALL NOT BE USED AT SIGNALIZED INTERSECTIONS OR DRIVEWAYS OR WHERE THERE IS THE POTENTIAL FOR SIGNALIZATION. SMIA SHOULD BE CONSULTED BEFORE DESIGNING RASSED CROSSWALKS.
 6. SCORING SHALL BE PER PUBLIC WORKS STANDARDS FOR SCORING CONCRETE SIDEWALK. SCORING PATTERN FOR RASSED CROSSWALK SHOULD BE CONSISTENT WITH PATTERN OF ADJACENT SIDEWALK.
 7. PROVIDE GUTTER WHERE FLOW LINE SLOPE IS LESS THAN 2%.
 8. WHEN A DRIVEWAY SERVES HIGH TRAFFIC VOLUME GOING IN AND OUT PER DAY, A STRIP OF DETECTABLE WARNING AT EACH END OF THE DRIVEWAY ALONG THE FULL WIDTH OF THE SIDEWALK SHALL BE INSTALLED.
 9. THICKNESS OF PAVEMENT TO BE EITHER 8" MIN. CONCRETE OR 2" MIN. ASPHALT OVER AN 8" MIN. CONCRETE BASE. IF ADJACENT ROADWAY THICKNESS IS GREATER THAN THE MINIMUM, MATCH THICKNESS OF ADJACENT ROADWAY SECTION.
 10. SLOPE AT TRANSITION SHALL BE AS DETERMINED BY ROADWAY ENGINEER.

Figure 5.14 Raised Crossing Detail

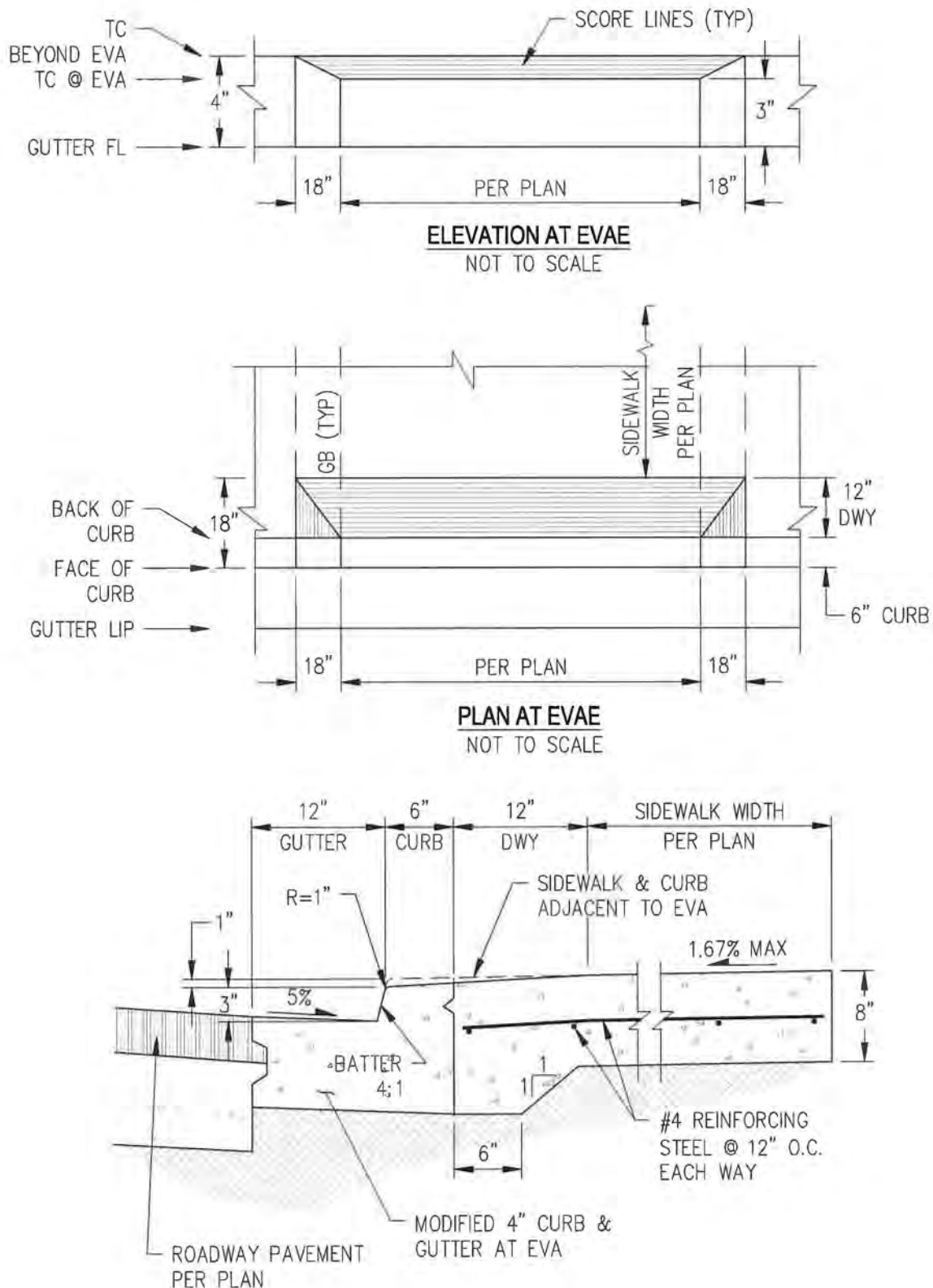
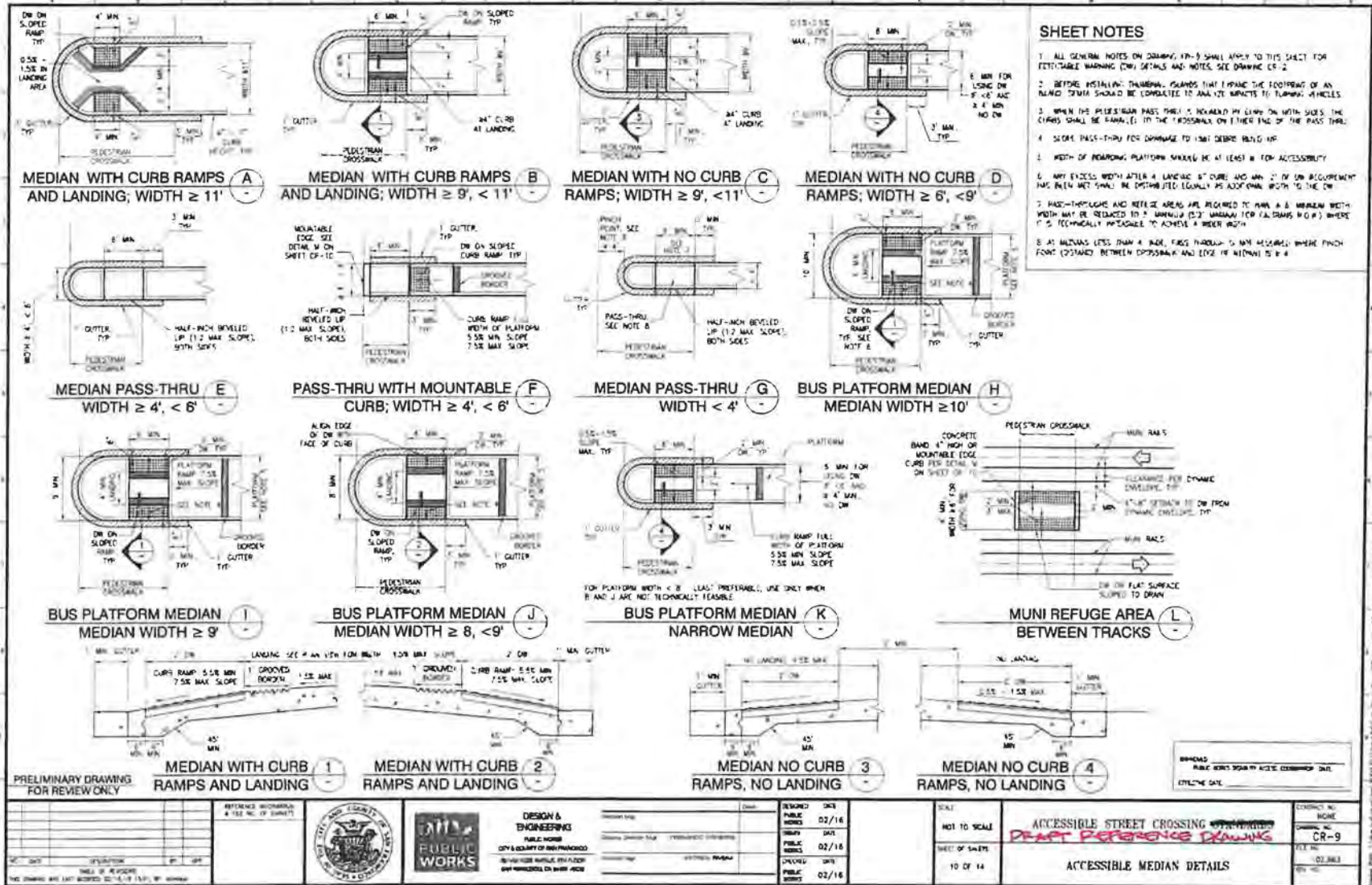


Figure 5.15 Depressed Curb for Emergency Vehicle Access Easement Detail

Figure 5.16 Pedestrian Pass-Through Draft Details



6 PROPOSED PRIVATELY-OWNED PUBLIC OPEN SPACE AREAS

The Project will provide approximately 6 acres of privately-owned publicly accessible open space. The following is a summary of the major components of the open space network, including the proposed parks, plazas and green spaces. Please see the DS+G Open Space section for a detailed description of the Open Space System. These open space improvements are intended to complement the site circulation amenities providing connections between the Project and the surrounding facilities leading towards Rolph Nicol Jr. Playground, Lowell High School, Stern Grove, SFSU and Lake Merced. Accessible connections shall be provided from walks and/or accessible routes within the parcels, including but not limited to open space areas, to pedestrian walks and sidewalks. See Figure 6.1 depicting the proposed walks within the Project. Detailed grading at these connection points shall be provided as part of the project site permits, PIPs or SIPs as applicable. The Project Sponsor's infrastructure obligations include the design and construction of the open space improvements. Key components of the open space program area are described below.

6.1 Gateway Arrival

The Gateway Arrival is a welcoming, active, and urban arrival space for pedestrians and cyclists coming from 19th Avenue, creating moments for people to gather and pause. The area is framed on either side by ground floor retail and the multimodal Winston Drive and opens onto 20th Avenue, the retail core of the site. The Gateway Arrival uses plantings and furnishings to create an immersive, human centered experience amongst the expansive streetscapes of 19th Avenue and Winston Drive, and functions as a wayfinding moment for those entering the Site.

6.2 The Commons

The Commons expands on and complements the animated street life and retail along 20th Avenue through providing areas for seating, spillover of retail uses, and seasonal events and programming. The Commons prioritizes multiple ways to sit, relax, and enjoy outdoor public life, with generous spillover areas and seating provided along the perimeter of the open space. The Commons includes three zones that function as a cohesive whole – the northern plaza frames the entrance to the mall and terraces to invite people to the second level of E2, the southern plaza invites people to rest and dine under an immersive tree canopy, and the central plaza is intentionally designed to be flexible for people to inhabit in different ways across different times and seasons and host events or performances.

6.3 The Landing

The Landing is a place to gather and relax. This small urban plaza is immersed in planting that sits at the confluence of the Stonestown Galleria entrance and Whole Foods. The Landing functions as a parklet with a range of seating choices amongst a mix of active ground floor uses.

6.4 Town Square and Linear Park

The Linear Park includes both the Linear Park North and Linear Park South that front Buckingham Way West. Town Square connects Linear Park North and Stonestown Galleria. Together these three open spaces anchor the west side of the site, providing over two acres of continuous parks and plazas. Town Square is one of the larger open spaces within the Project and provides a flexible plaza for a multitude of events including the weekly farmer's market. The plaza is anchored with a multi-use lawn that balances the hardscape needed to host a range of programming. Linear Park North functions as an urban promenade that supports pedestrian movement from Stonestown Galleria to Rolph Nicol Jr. Playground, bridging Town Square and the Greenway Parks. Linear Park South is a pedestrian promenade immersed in planting. The nature-focused promenade sets a direct pathway and sightline from the Commons and Linear Park North to the Stonestown Galleria easement with additional informal pathways and trails increasing pedestrian connections to and through the Site.

6.5 Greenway Park

The Greenway Park includes both the Greenway West and Greenway East. This neighborhood park prioritizes connecting Rolph Nicol Jr. Playground and inviting neighbors to the west to the new town center, both physically and visually. A variety of housing and community uses line and anchor the Greenway Park, providing a safe and welcoming place for families, students, the elderly, and others to enjoy. The Greenway Park will have a pedestrian trail connecting Buckingham Way to Rolph Nicol Jr. Playground. A bicycle dismount zone will be incorporated to the design of the Greenway's connection to Buckingham Way.

Refer to Exhibit R of the Development Agreement for details of proposed improvements within the RPD property.

6.6 Phasing, Ownership, Operation and Maintenance

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

The proposed parks and open space will be owned and maintained by the Developer, Mall Owner, or Project Master Association.

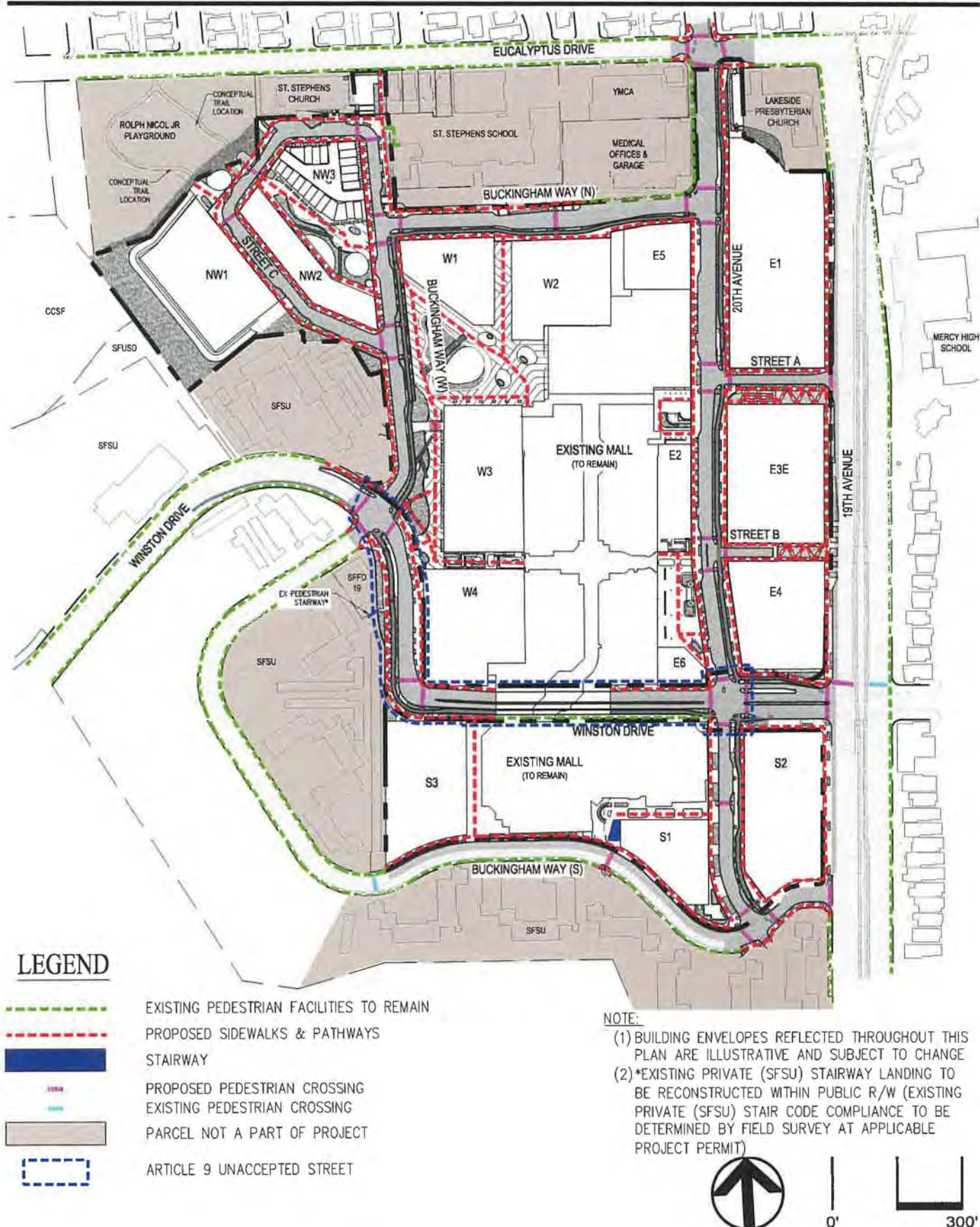


Figure 6.1 Pedestrian Circulation

7 UTILITY LAYOUT

7.1 Utility Systems

The Project will install public and private utility systems, including combined sewer system, separated storm drain system, low pressure water system, non-potable water system and dry utility systems.

7.2 Utility Separation Criteria

The proposed utility systems will be designed to provide the required placement and separation criteria in accordance with the City of San Francisco Subdivision Regulations, SFPUC Utility Standards and asset protection standards, California Code of Regulations Title 22, Section 64572 and PUC GO 128. Utility main separation requirements are depicted in Figure 7.1 from the Subdivision Regulations.

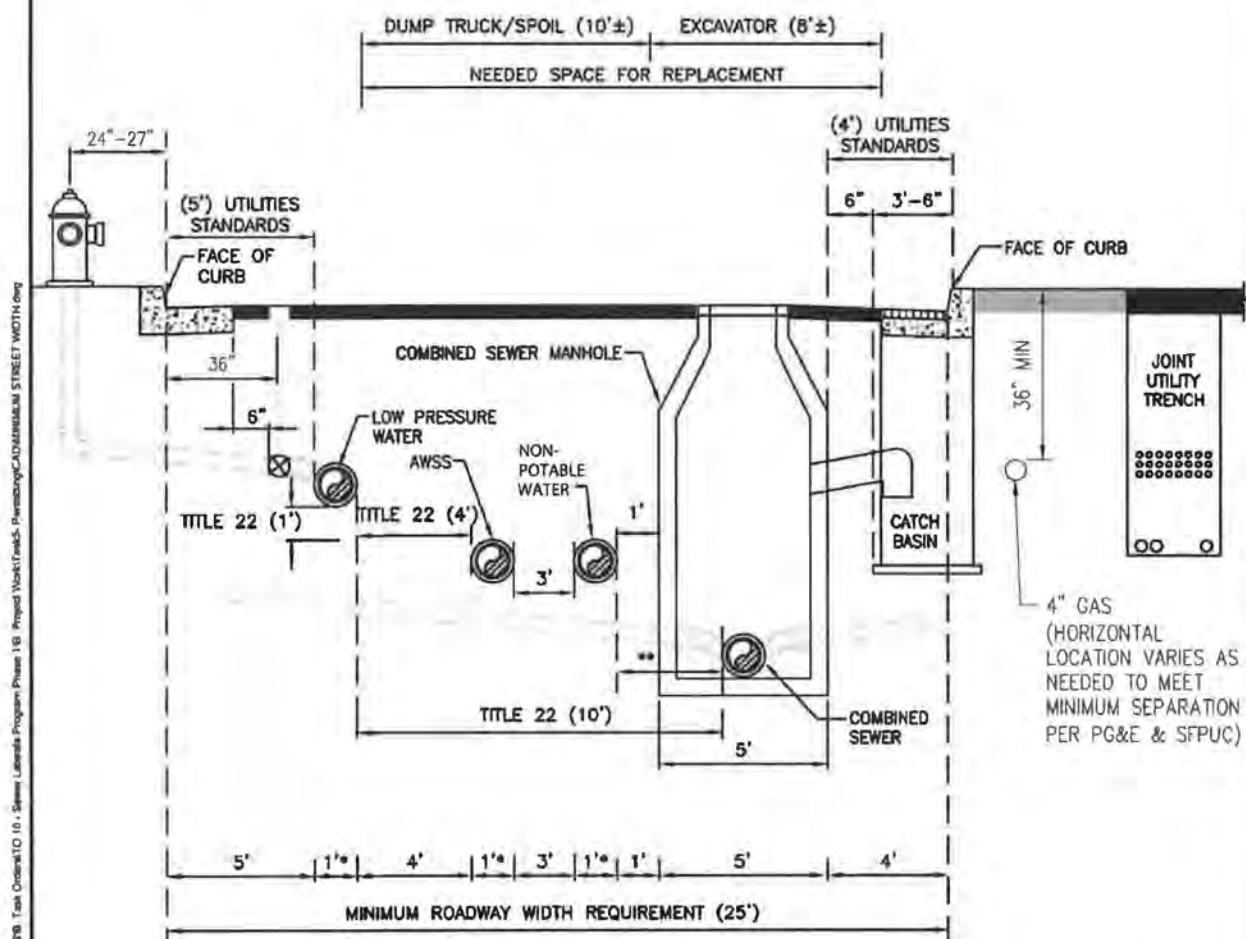
7.3 Utility Configurations

The proposed utility systems are designed to connect to the reliable existing adjacent utility infrastructure facilities. In accordance with the SF Better Streets Plan, all new utilities including pull boxes should be placed in the furnishing zone or edge zone of the crosswalk. New utilities should not be installed within the pedestrian throughway zone of the sidewalk. Exceptions to this may be considered based on-site constraints, but the initial requirement should be taken in to account of the initial utility layout. Descriptions of each utility system are provided in Sections 8 through 14. The anticipated configurations of the utility systems within each street complying with the required placement and separation criteria are depicted in Figure 7.2.1-7.2.15.

- * ASSUME 1' OUTSIDE DIAMETER FOR ALL PIPES
- ** MINIMUM HORIZONTAL CLEARANCE BETWEEN SEWER MAIN AND OTHER UTILITIES SHALL BE 3.5' FOR FUTURE REPAIR AND REPLACEMENT (I.E. EXCAVATION/SHORING)

NOTES:

1. ALL DIMENSIONS REPRESENT MINIMUM SEPARATION REQUIREMENTS.
4. A 15' MINIMUM SURFACE AREA IS REQUIRED FOR BASIC VEHICLE AND EQUIPMENT ACCESS, SERVICING, AND MAINTENANCE OF WASTEWATER ASSETS.
5. TITLE 22 CA CODE OF REGULATIONS REQUIRES MINIMUM 10' HORIZONTAL AND 1' VERTICAL SEPARATION BETWEEN PARALLEL POTABLE WATER AND SEWER LINES; MINIMUM 4' HORIZONTAL AND 1' VERTICAL SEPARATION BETWEEN PARALLEL POTABLE WATER AND STORM DRAIN, NON-POTABLE WATER AND OTHER NON-POTABLE WATER LINES.
6. MINIMUM HORIZONTAL CLEARANCE OF LOW PRESSURE WATER, AWSS, AND NON-POTABLE WATER WITH OTHER DRY UTILITIES SHALL BE 3'.
7. MINIMUM OUTSIDE DIAMETER MANHOLE IS 5' FOR MAIN SEWER SIZES UP TO 24"Ø. MANHOLE DIMENSION INCREASES FOR MAIN SEWERS LARGER THAN 24"Ø. (EX. 9.75' WIDE FOR 72"Ø MAIN)



NOT TO SCALE

APPROVED	DATE
APPROVED	DATE
APPROVED	DATE



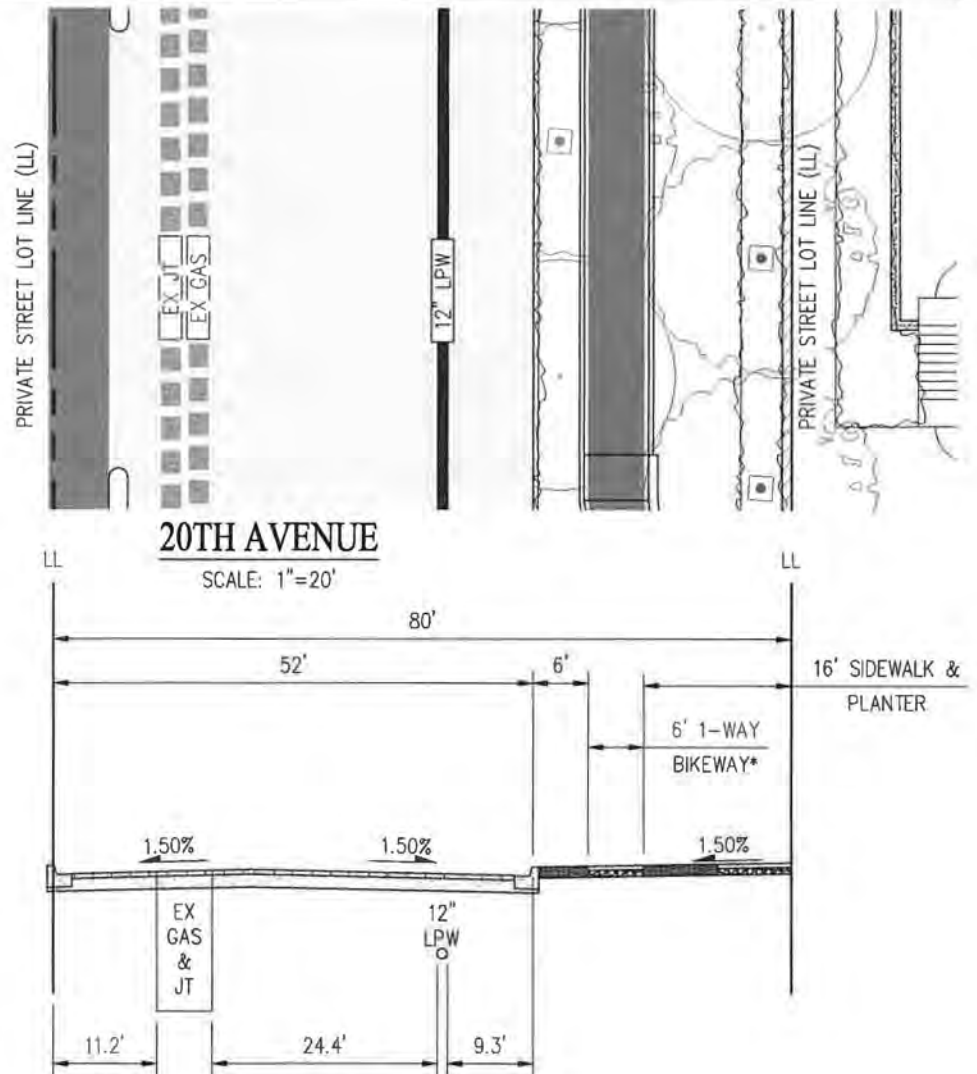
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
MINIMUM UTILITIES SEPARATION REQUIREMENTS FOR
WASTEWATER AND WATER - COMBINED SEWER SYSTEM

DATE: OCTOBER 2014 REVISION: 1.0 ISSUED

DATE REV.

1

Figure 7.1 Utility Separation Requirements



SECTION VIEW

NOT TO SCALE



LEGEND

AWSS	AUXILIARY WATER SUPPLY SYSTEM (SFPUC)
CB	CATCH BASIN
CS	COMBINED SEWER SYSTEM (SFPUC)
EX	EXISTING
JT	JOINT TRENCH
LL	LOT LINE
LPW	LOW PRESSURE WATER (SFPUC)
NPW	PRIVATE NONPOTABLE WATER
P-CB	PRIVATE CATCH BASIN
PCS	PRIVATE COMBINED SEWER SYSTEM
PL	PROPERTY LINE
PLPW	PRIVATE LOW PRESSURE WATER
PSD	PRIVATE STORM DRAIN
R/W	RIGHT OF WAY

NOTES:

1. CS & PSD PIPE SIZES REFLECTED IN HDPE SDR 17 INSIDE DIAMETER (I.D.) DIMENSIONS
 2. LPW & NPW ASSUMED TO BE DUCTILE IRON CEMENT LINED PIPE
 3. AWSS ASSUMED TO BE ERDIP PIPE
- *BIKEWAY WILL BE AT GRADE OR TACTILE SEPARATED FROM PEDESTRIAN ZONE AS REQUIRED BY CBC CHAPTER 11B

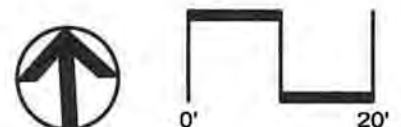
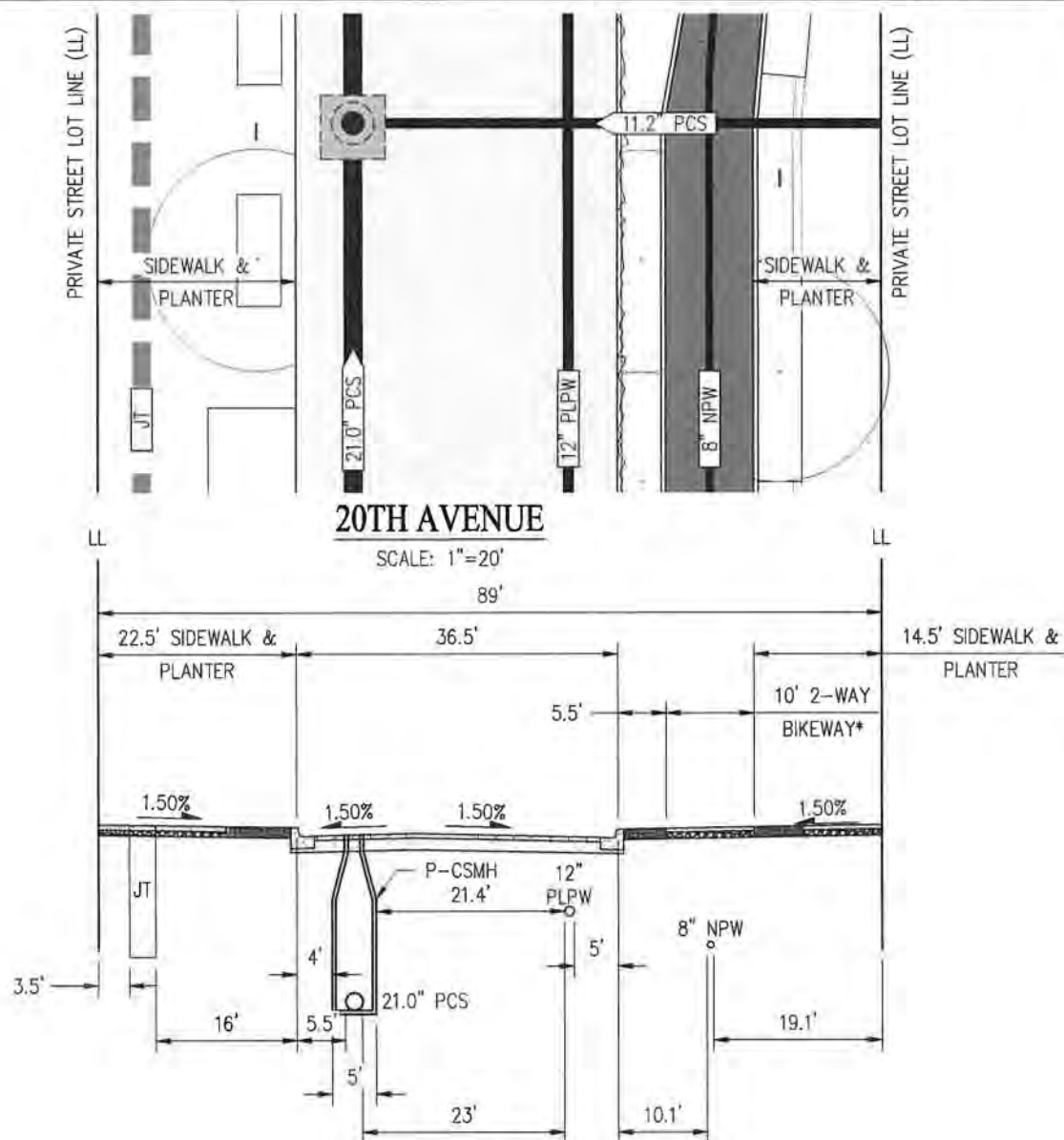


Figure 7.2.1 Utility Configuration - 20th Avenue



SECTION VIEW

NOT TO SCALE



LEGEND

AWSS	AUXILIARY WATER SUPPLY SYSTEM (SFPUC)
CB	CATCH BASIN
CS	COMBINED SEWER SYSTEM (SFPUC)
EX	EXISTING
JT	JOINT TRENCH
LL	LOT LINE
LPW	LOW PRESSURE WATER (SFPUC)
NPW	PRIVATE NONPOTABLE WATER
P-CB	PRIVATE CATCH BASIN
PCS	PRIVATE COMBINED SEWER SYSTEM
PL	PROPERTY LINE
PLPW	PRIVATE LOW PRESSURE WATER
PSD	PRIVATE STORM DRAIN
R/W	RIGHT OF WAY

NOTES:

1. CS & PSD PIPE SIZES REFLECTED IN HDPE SDR 17 INSIDE DIAMETER (I.D.) DIMENSIONS
 2. LPW & NPW ASSUMED TO BE DUCTILE IRON CEMENT LINED PIPE
 3. AWSS ASSUMED TO BE ERDIP PIPE
- *BIKEWAY WILL BE AT GRADE OR TACTILE SEPARATED FROM PEDESTRIAN ZONE AS REQUIRED BY CBC CHAPTER 11B

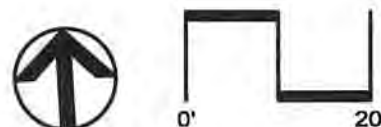
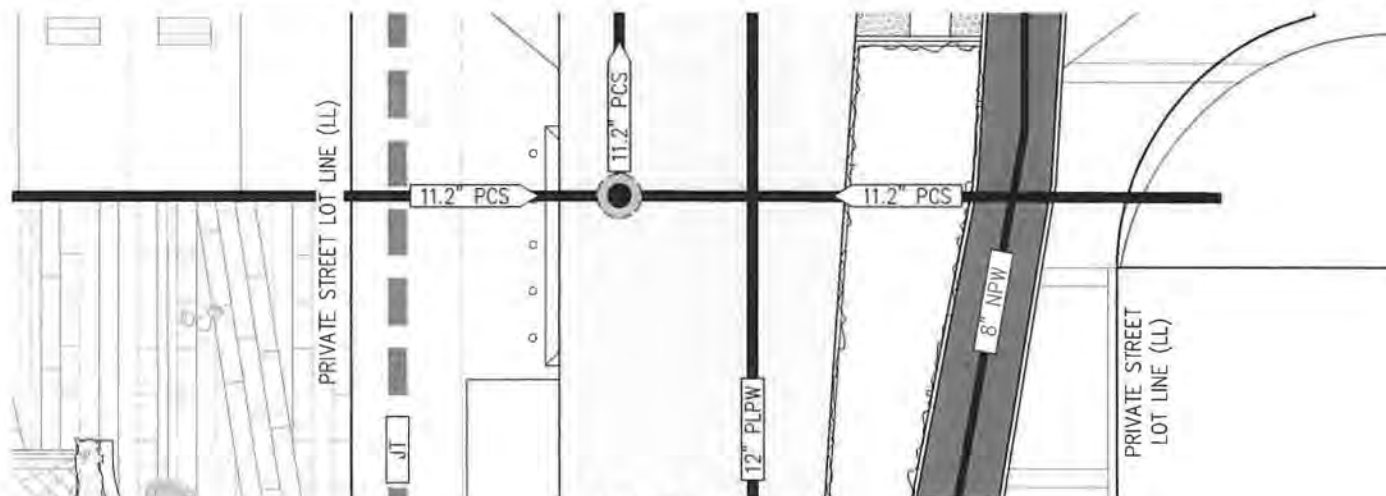
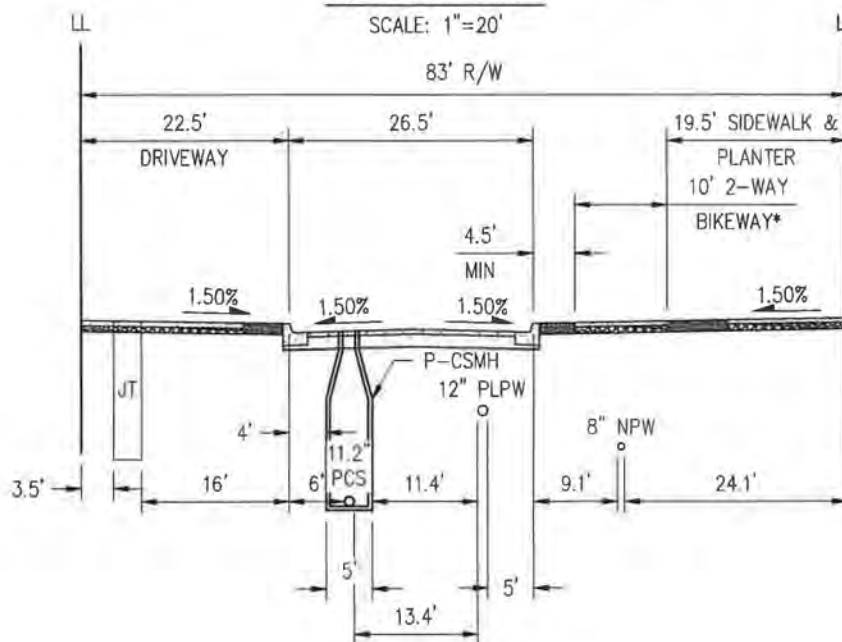


Figure 7.2.2 Utility Configuration - 20th Avenue



20TH AVENUE

SCALE: 1"=20'



SECTION VIEW

NOT TO SCALE



LEGEND

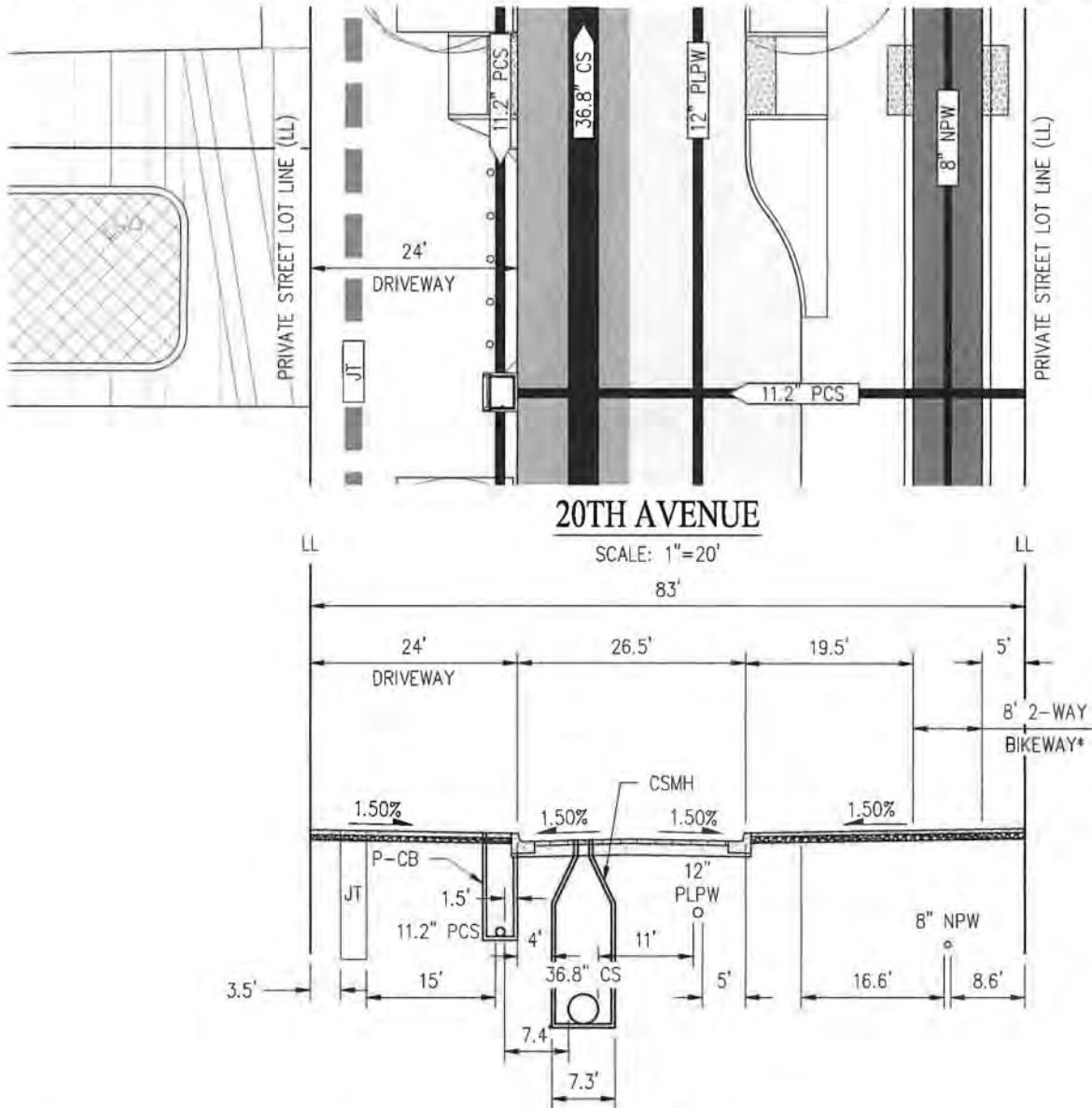
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CB	CATCH BASIN
CS	COMBINED SEWER SYSTEM (SFPUC)
EX	EXISTING
JT	JOINT TRENCH
LL	LOT LINE
LPW	LOW PRESSURE WATER (SFPUC)
NPW	PRIVATE NONPOTABLE WATER
P-CB	PRIVATE CATCH BASIN
PCS	PRIVATE COMBINED SEWER SYSTEM
PL	PROPERTY LINE
PLPW	PRIVATE LOW PRESSURE WATER
PSD	PRIVATE STORM DRAIN
R/W	RIGHT OF WAY

NOTES:

1. CS & PSD PIPE SIZES REFLECTED IN HOPE SDR 17 INSIDE DIAMETER (I.D.) DIMENSIONS
 2. LPW & NPW ASSUMED TO BE DUCTILE IRON CEMENT LINED PIPE
 3. AWSS ASSUMED TO BE ERDIP PIPE
- *BIKEWAY WILL BE AT GRADE OR TACTILE SEPARATED FROM PEDESTRIAN ZONE AS REQUIRED BY CBC CHAPTER 11B

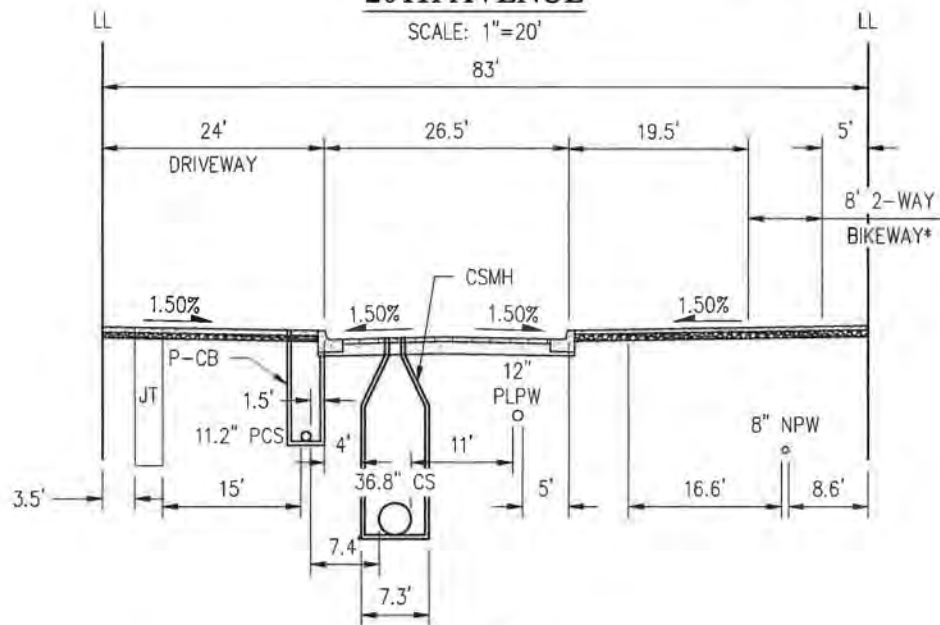


Figure 7.2.3 Utility Configuration - 20th Avenue



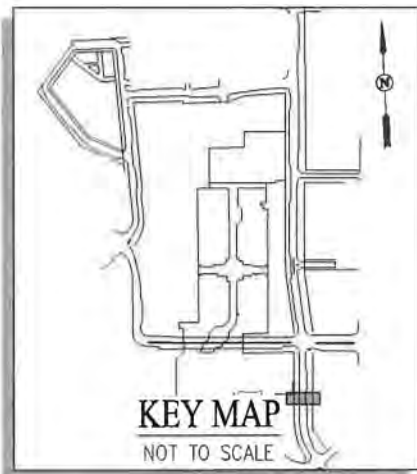
20TH AVENUE

SCALE: 1"=20'



SECTION VIEW

NOT TO SCALE



LEGEND

AWSS	AUXILIARY WATER SUPPLY SYSTEM (SFPUC)
CB	CATCH BASIN
CS	COMBINED SEWER SYSTEM (SFPUC)
EX	EXISTING
JT	JOINT TRENCH
LL	LOT LINE
LPW	LOW PRESSURE WATER (SFPUC)
NPW	PRIVATE NONPOTABLE WATER
P-CB	PRIVATE CATCH BASIN
PCS	PRIVATE COMBINED SEWER SYSTEM
PL	PROPERTY LINE
PLPW	PRIVATE LOW PRESSURE WATER
PSD	PRIVATE STORM DRAIN
R/W	RIGHT OF WAY

NOTES:

1. CS & PSD PIPE SIZES REFLECTED IN HDPE SDR 17 INSIDE DIAMETER (I.D.) DIMENSIONS
 2. LPW & NPW ASSUMED TO BE DUCTILE IRON CEMENT LINED PIPE
 3. AWSS ASSUMED TO BE ERDIP PIPE
- *BIKEWAY WILL BE AT GRADE OR TACTILE SEPARATED FROM PEDESTRIAN ZONE AS REQUIRED BY CBC CHAPTER 11B

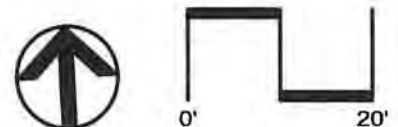
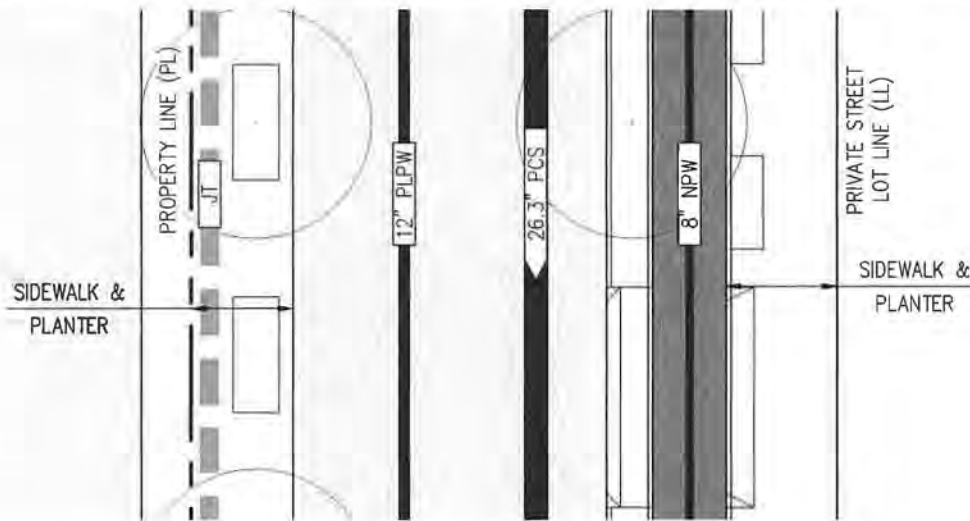
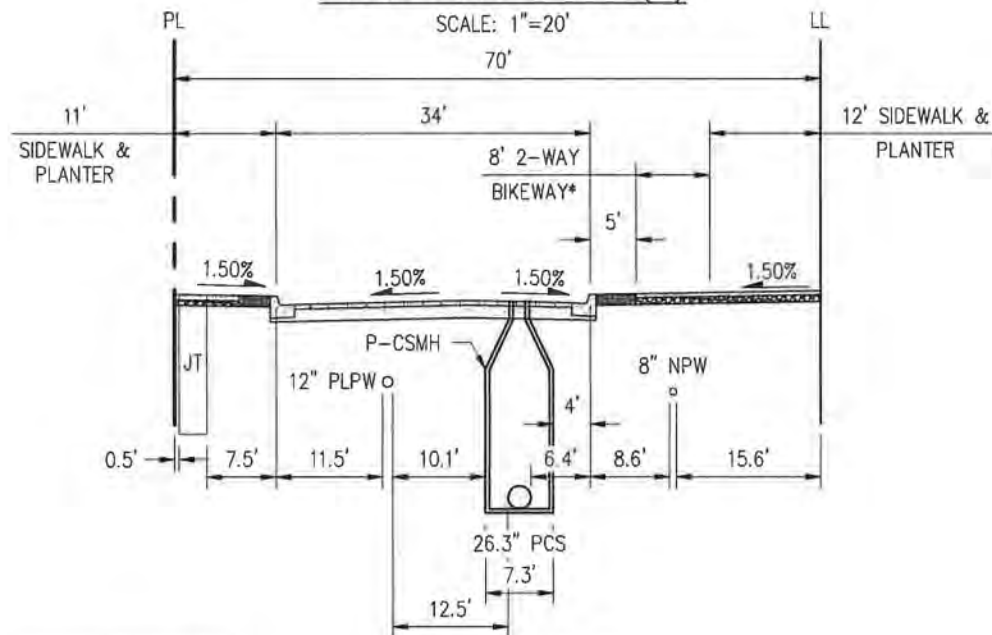


Figure 7.2.4 Utility Configuration - 20th Avenue



BUCKINGHAM WAY (N)



SECTION VIEW

NOT TO SCALE

LEGEND

AWSS	AUXILIARY WATER SUPPLY SYSTEM (SFPUC)
CB	CATCH BASIN
CS	COMBINED SEWER SYSTEM (SFPUC)
EX	EXISTING
JT	JOINT TRENCH
LL	LOT LINE
LPW	LOW PRESSURE WATER (SFPUC)
NPW	PRIVATE NONPOTABLE WATER
P-CB	PRIVATE CATCH BASIN
PCS	PRIVATE COMBINED SEWER SYSTEM
PL	PROPERTY LINE
PLPW	PRIVATE LOW PRESSURE WATER
PSD	PRIVATE STORM DRAIN
R/W	RIGHT OF WAY

NOTES:

1. CS & PSD PIPE SIZES REFLECTED IN HDPE SDR 17 INSIDE DIAMETER (I.D.) DIMENSIONS
 2. LPW & NPW ASSUMED TO BE DUCTILE IRON CEMENT LINED PIPE
 3. AWSS ASSUMED TO BE ERDIP PIPE
- *BIKEWAY WILL BE AT GRADE OR TACTILE SEPARATED FROM PEDESTRIAN ZONE AS REQUIRED BY CBC CHAPTER 11B



KEY MAP

NOT TO SCALE

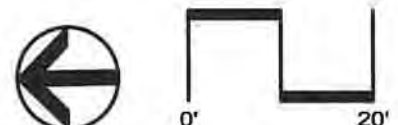
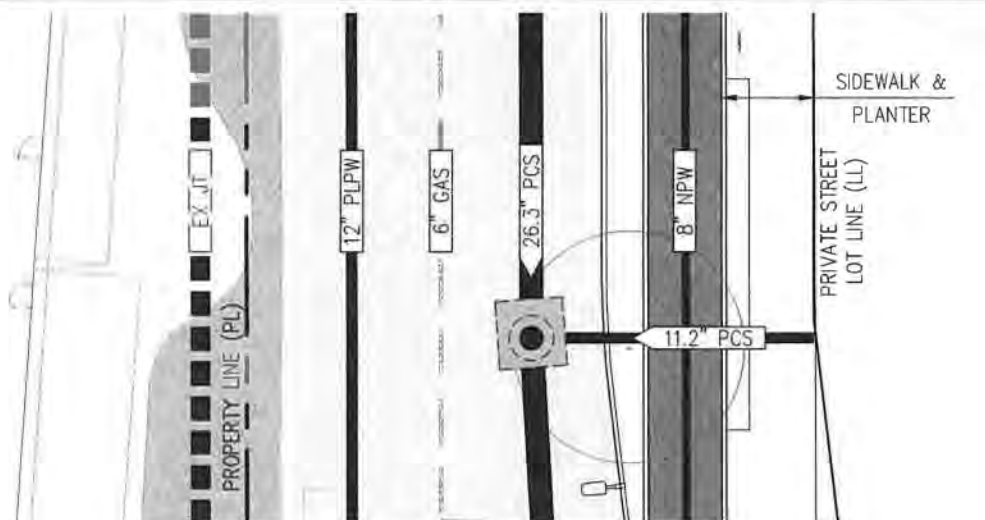
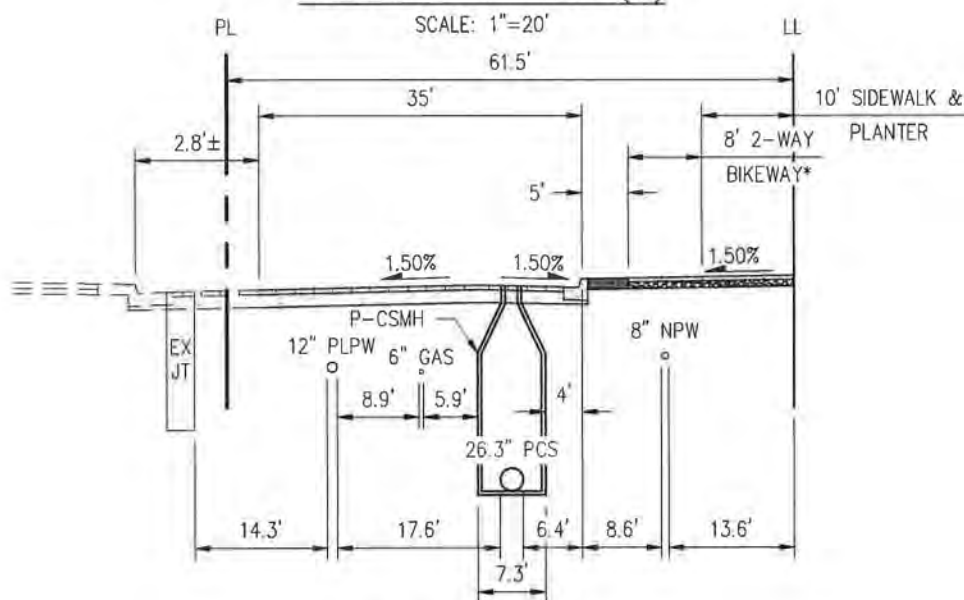


Figure 7.2.5 Utility Configuration - Buckingham Way (N)



BUCKINGHAM WAY (N)



SECTION VIEW

NOT TO SCALE



LEGEND

AWSS	AUXILIARY WATER SUPPLY SYSTEM (SFPUC)
CB	CATCH BASIN
CS	COMBINED SEWER SYSTEM (SFPUC)
EX	EXISTING
JT	JOINT TRENCH
LL	LOT LINE
LPW	LOW PRESSURE WATER (SFPUC)
NPW	PRIVATE NONPOTABLE WATER
P-CB	PRIVATE CATCH BASIN
PCS	PRIVATE COMBINED SEWER SYSTEM
PL	PROPERTY LINE
PLPW	PRIVATE LOW PRESSURE WATER
PSD	PRIVATE STORM DRAIN
R/W	RIGHT OF WAY

NOTES:

1. CS & PSD PIPE SIZES REFLECTED IN HDPE SDR 17 INSIDE DIAMETER (I.D.) DIMENSIONS
 2. LPW & NPW ASSUMED TO BE DUCTILE IRON CEMENT LINED PIPE
 3. AWSS ASSUMED TO BE ERDIP PIPE
- *BIKEWAY WILL BE AT GRADE OR TACTILE SEPARATED FROM PEDESTRIAN ZONE AS REQUIRED BY CBC CHAPTER 11B

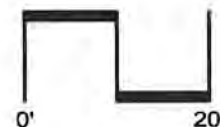
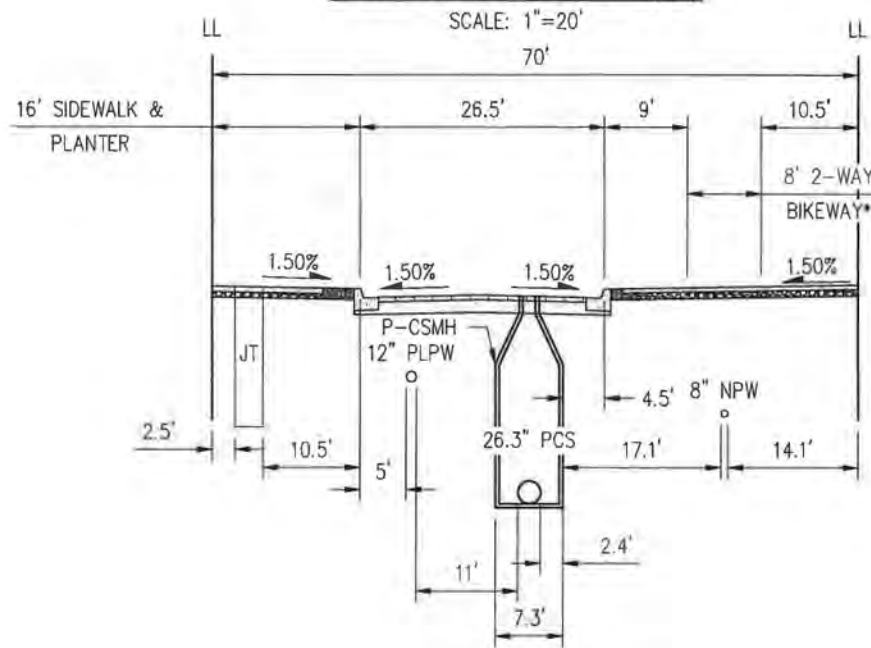
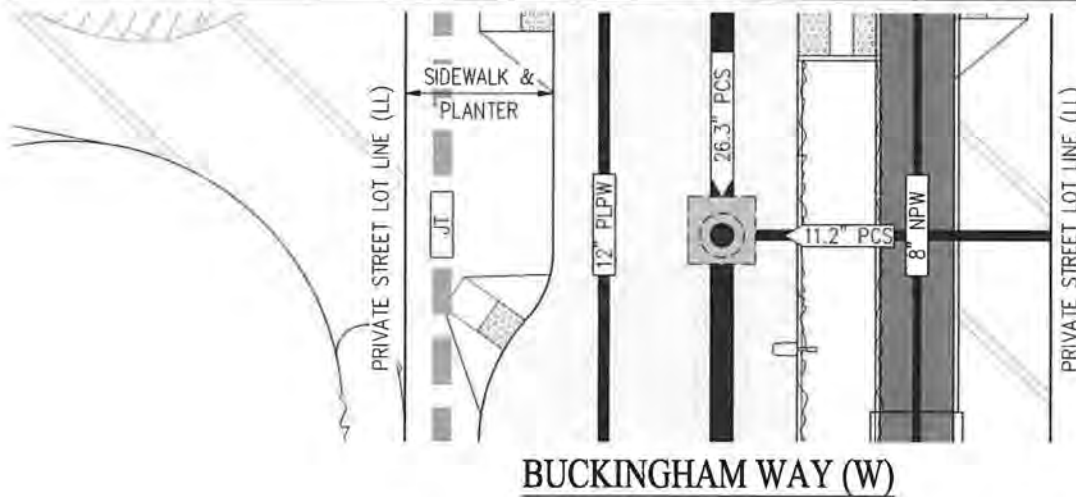


Figure 7.2.6 Utility Configuration - Buckingham Way (N)



SECTION VIEW
NOT TO SCALE



LEGEND

AWSS	AUXILIARY WATER SUPPLY SYSTEM (SFPUC)
CB	CATCH BASIN
CS	COMBINED SEWER SYSTEM (SFPUC)
EX	EXISTING
JT	JOINT TRENCH
LL	LOT LINE
LPW	LOW PRESSURE WATER (SFPUC)
NPW	PRIVATE NONPOTABLE WATER
P-CB	PRIVATE CATCH BASIN
PCS	PRIVATE COMBINED SEWER SYSTEM
PL	PROPERTY LINE
PLPW	PRIVATE LOW PRESSURE WATER
PSD	PRIVATE STORM DRAIN
R/W	RIGHT OF WAY

NOTES:

1. CS & PSD PIPE SIZES REFLECTED IN HDPE SDR 17 INSIDE DIAMETER (I.D.) DIMENSIONS
 2. LPW & NPW ASSUMED TO BE DUCTILE IRON CEMENT LINED PIPE
 3. AWSS ASSUMED TO BE ERDIP PIPE
- *BIKEWAY WILL BE AT GRADE OR TACTILE SEPARATED FROM PEDESTRIAN ZONE AS REQUIRED BY CBC CHAPTER 11B

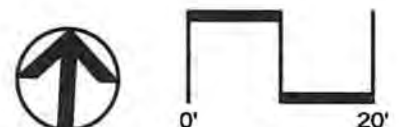
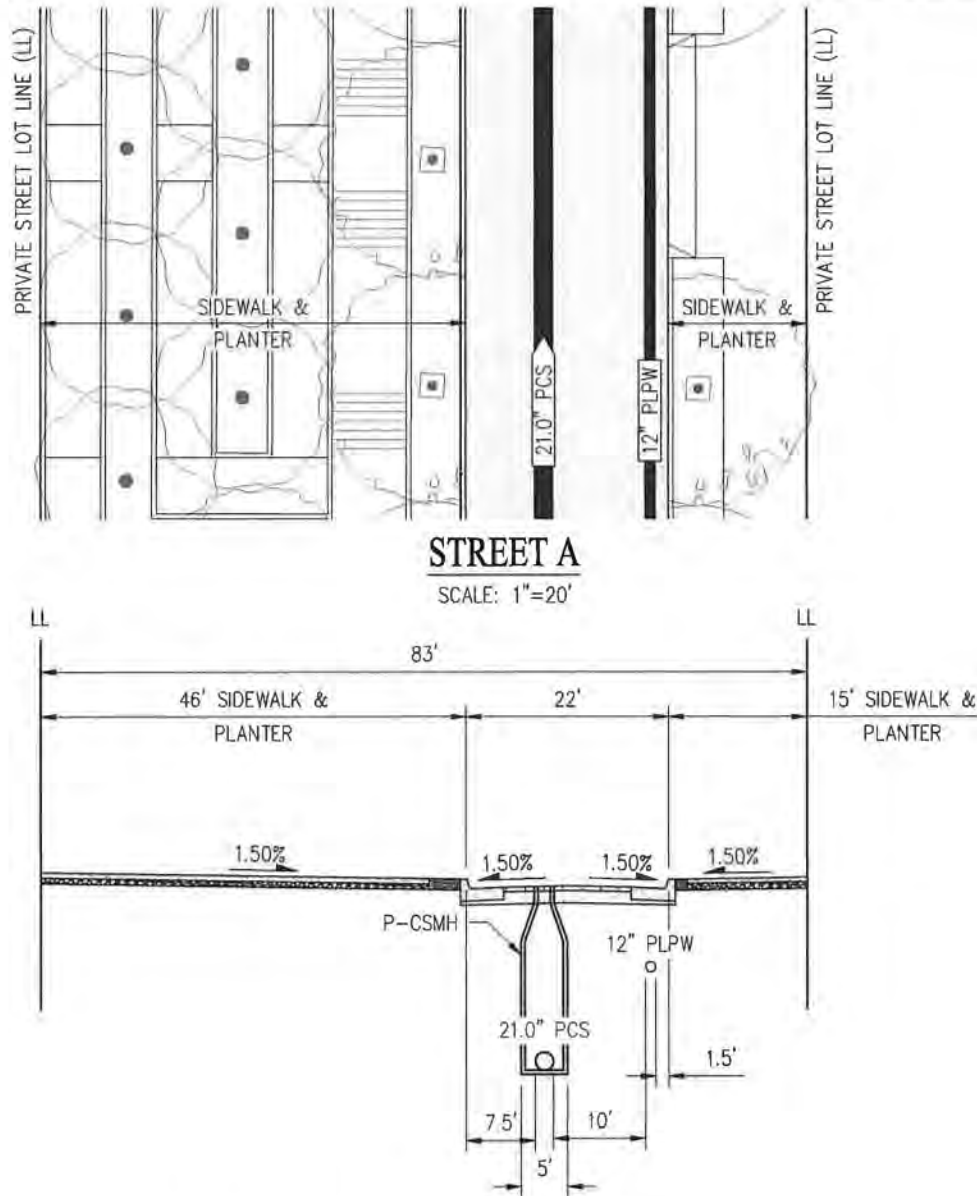


Figure 7.2.7 Utility Configuration - Buckingham Way (W)



STREET A

SCALE: 1"=20'

SECTION VIEW

NOT TO SCALE



LEGEND

AWSS	AUXILIARY WATER SUPPLY SYSTEM (SFPUC)
CB	CATCH BASIN
CS	COMBINED SEWER SYSTEM (SFPUC)
EX	EXISTING
JT	JOINT TRENCH
LL	LOT LINE
LPW	LOW PRESSURE WATER (SFPUC)
NPW	PRIVATE NONPOTABLE WATER
P-CB	PRIVATE CATCH BASIN
PCS	PRIVATE COMBINED SEWER SYSTEM
PL	PROPERTY LINE
PLPW	PRIVATE LOW PRESSURE WATER
PSD	PRIVATE STORM DRAIN
R/W	RIGHT OF WAY

NOTES:

1. CS & PSD PIPE SIZES REFLECTED IN HDPE SDR 17 INSIDE DIAMETER (I.D.) DIMENSIONS
 2. LPW & NPW ASSUMED TO BE DUCTILE IRON CEMENT LINED PIPE
 3. AWSS ASSUMED TO BE ERDIP PIPE
- *BIKEWAY WILL BE AT GRADE OR TACTILE SEPARATED FROM PEDESTRIAN ZONE AS REQUIRED BY CBC CHAPTER 11B

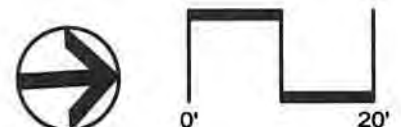


Figure 7.2.8 Utility Configuration - Street A

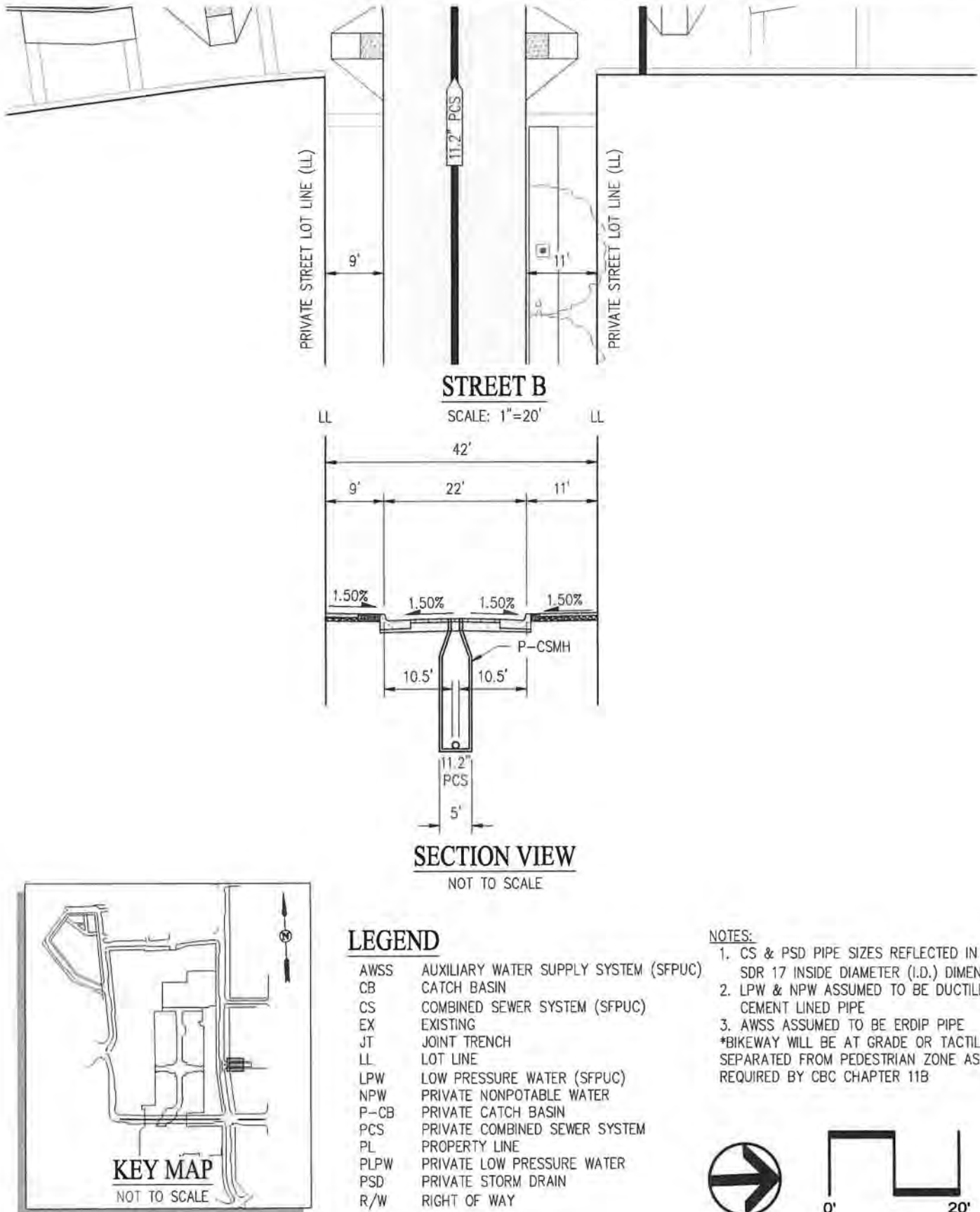


Figure 7.2.9 Utility Configuration - Street B

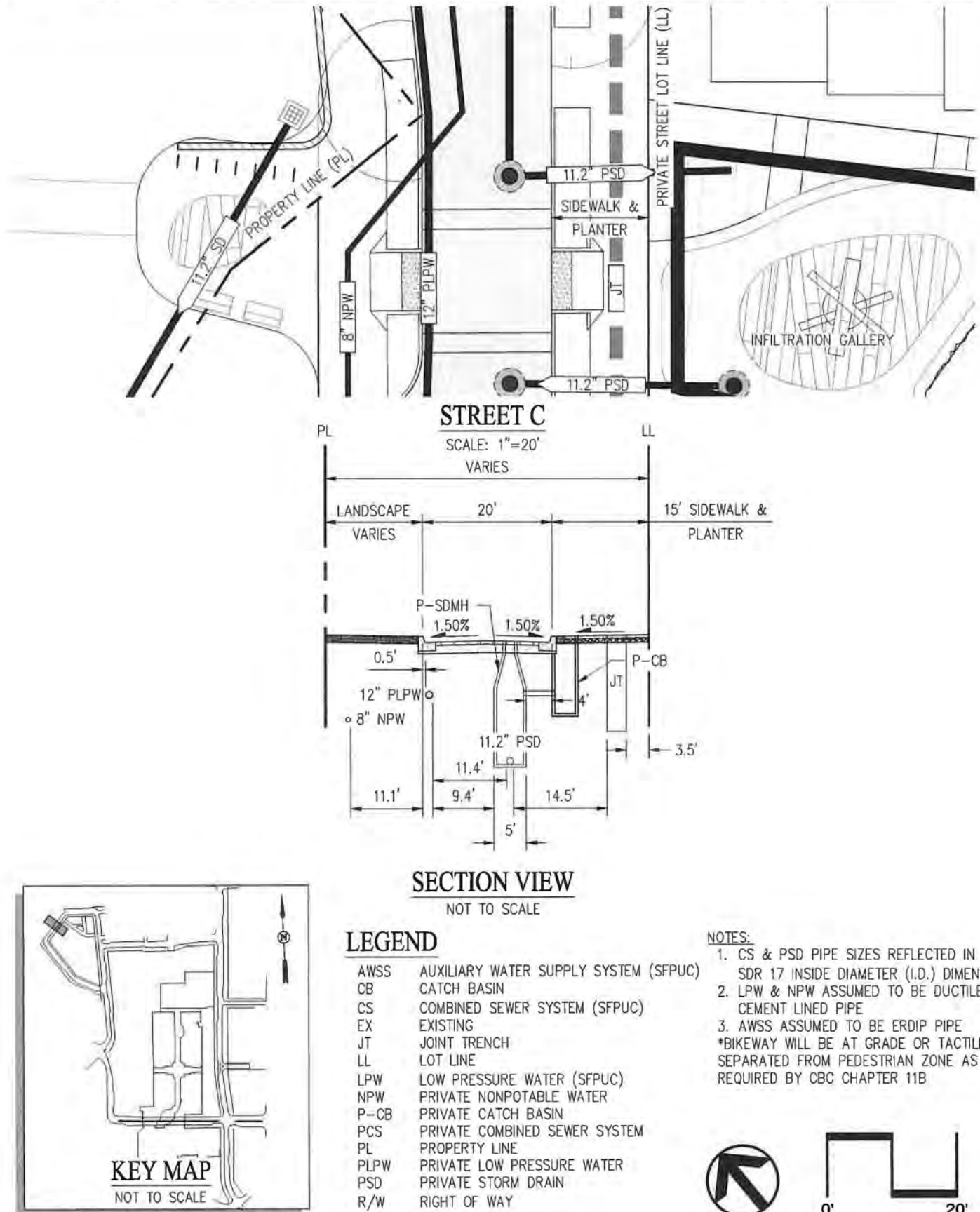
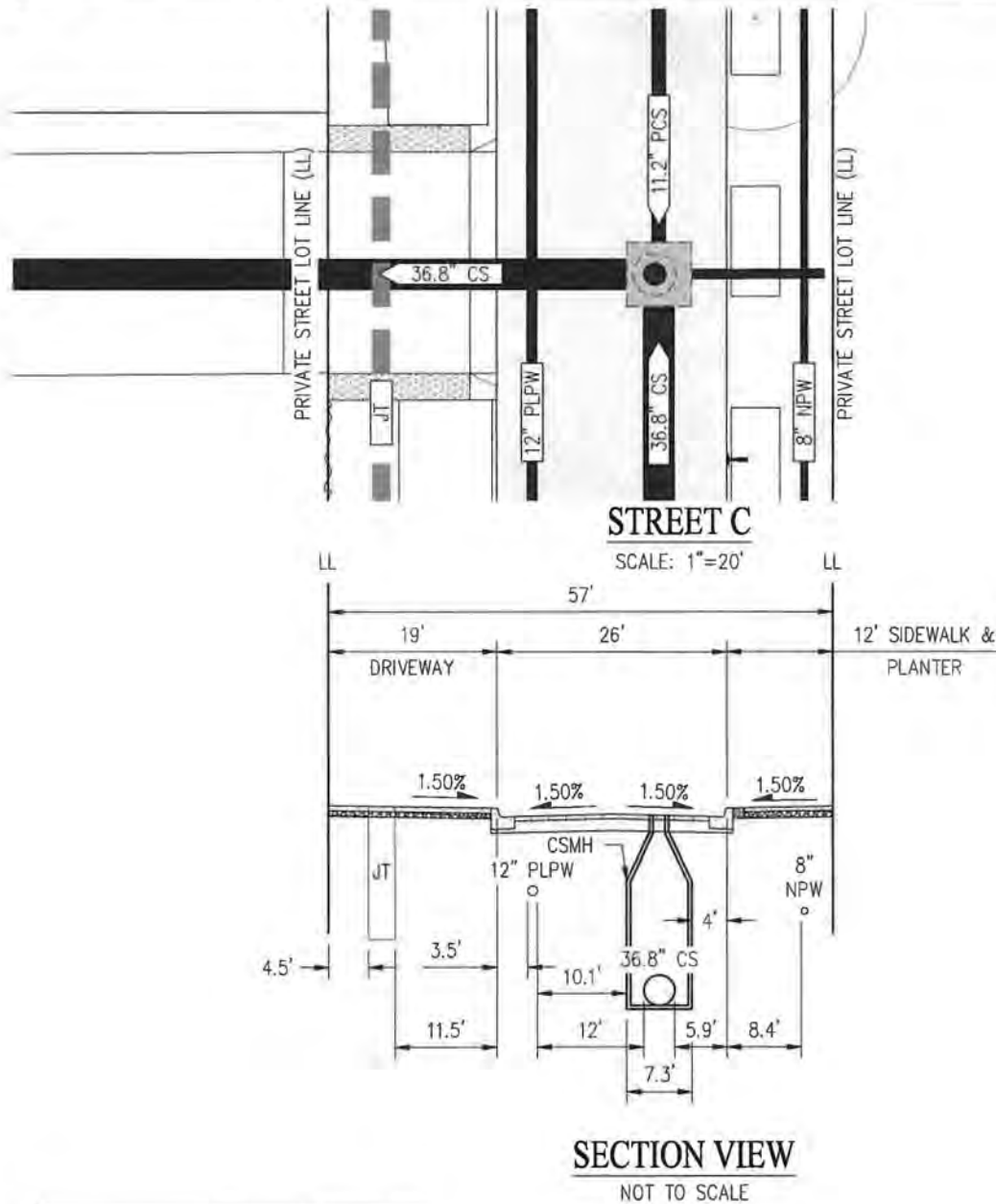


Figure 7.2.10 Utility Configuration - Street C



LEGEND

AWSS	AUXILIARY WATER SUPPLY SYSTEM (SFPUC)
CB	CATCH BASIN
CS	COMBINED SEWER SYSTEM (SFPUC)
EX	EXISTING
JT	JOINT TRENCH
LL	LOT LINE
LPW	LOW PRESSURE WATER (SFPUC)
NPW	PRIVATE NONPOTABLE WATER
P-CB	PRIVATE CATCH BASIN
PCS	PRIVATE COMBINED SEWER SYSTEM
PL	PROPERTY LINE
PLPW	PRIVATE LOW PRESSURE WATER
PSD	PRIVATE STORM DRAIN
R/W	RIGHT OF WAY

NOTES:

1. CS & PSD PIPE SIZES REFLECTED IN HDPE SDR 17 INSIDE DIAMETER (I.D.) DIMENSIONS
 2. LPW & NPW ASSUMED TO BE DUCTILE IRON CEMENT LINED PIPE
 3. AWSS ASSUMED TO BE ERDIP PIPE
- *BIKEWAY WILL BE AT GRADE OR TACTILE SEPARATED FROM PEDESTRIAN ZONE AS REQUIRED BY CBC CHAPTER 11B

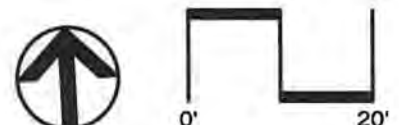
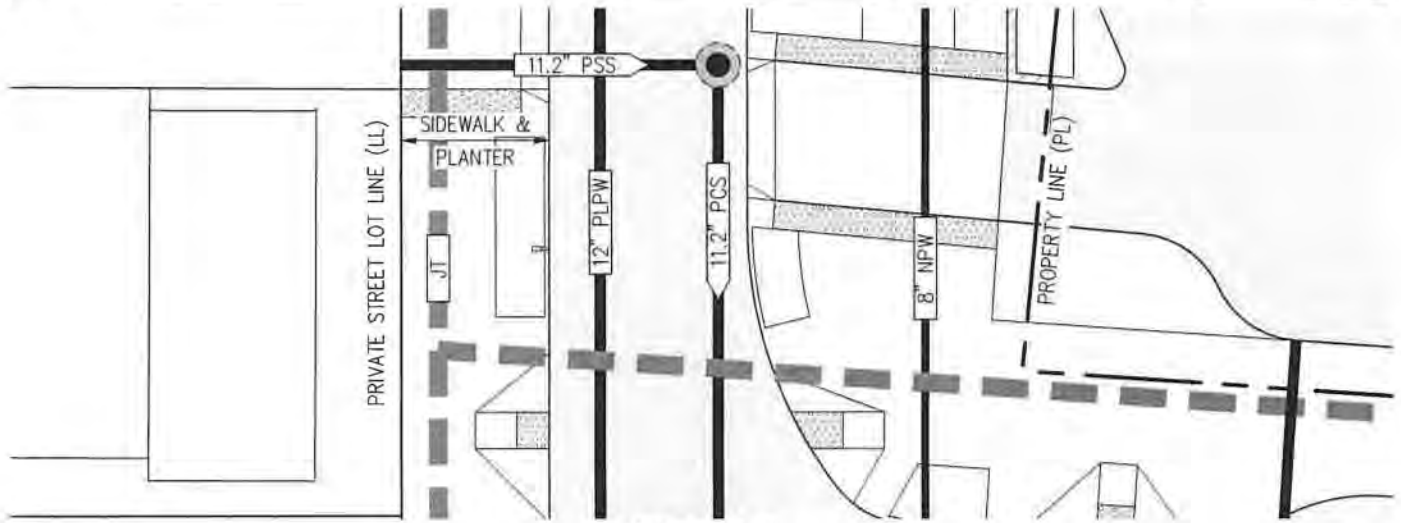
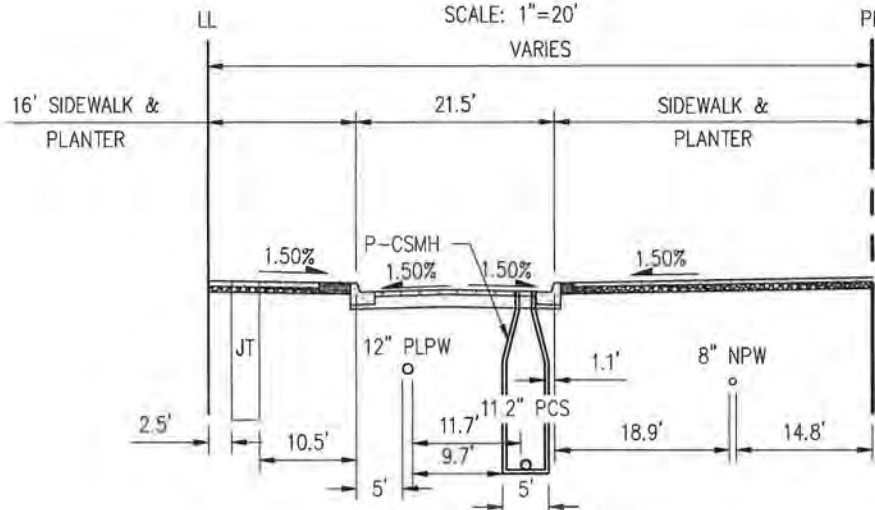


Figure 7.2.11 Utility Configuration - Street C



STREET C

SCALE: 1"=20'
VARIES



SECTION VIEW

NOT TO SCALE



LEGEND

AWSS	AUXILIARY WATER SUPPLY SYSTEM (SFPUC)
CB	CATCH BASIN
CS	COMBINED SEWER SYSTEM (SFPUC)
EX	EXISTING
JT	JOINT TRENCH
LL	LOT LINE
LPW	LOW PRESSURE WATER (SFPUC)
NPW	PRIVATE NONPOTABLE WATER
P-CB	PRIVATE CATCH BASIN
PCS	PRIVATE COMBINED SEWER SYSTEM
PL	PROPERTY LINE
PLPW	PRIVATE LOW PRESSURE WATER
PSD	PRIVATE STORM DRAIN
R/W	RIGHT OF WAY

NOTES:

1. CS & PSD PIPE SIZES REFLECTED IN HDPE SDR 17 INSIDE DIAMETER (I.D.) DIMENSIONS
 2. LPW & NPW ASSUMED TO BE DUCTILE IRON CEMENT LINED PIPE
 3. AWSS ASSUMED TO BE ERDIP PIPE
- *BIKEWAY WILL BE AT GRADE OR TACTILE SEPARATED FROM PEDESTRIAN ZONE AS REQUIRED BY CBC CHAPTER 11B

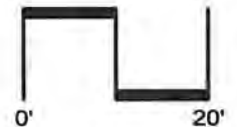
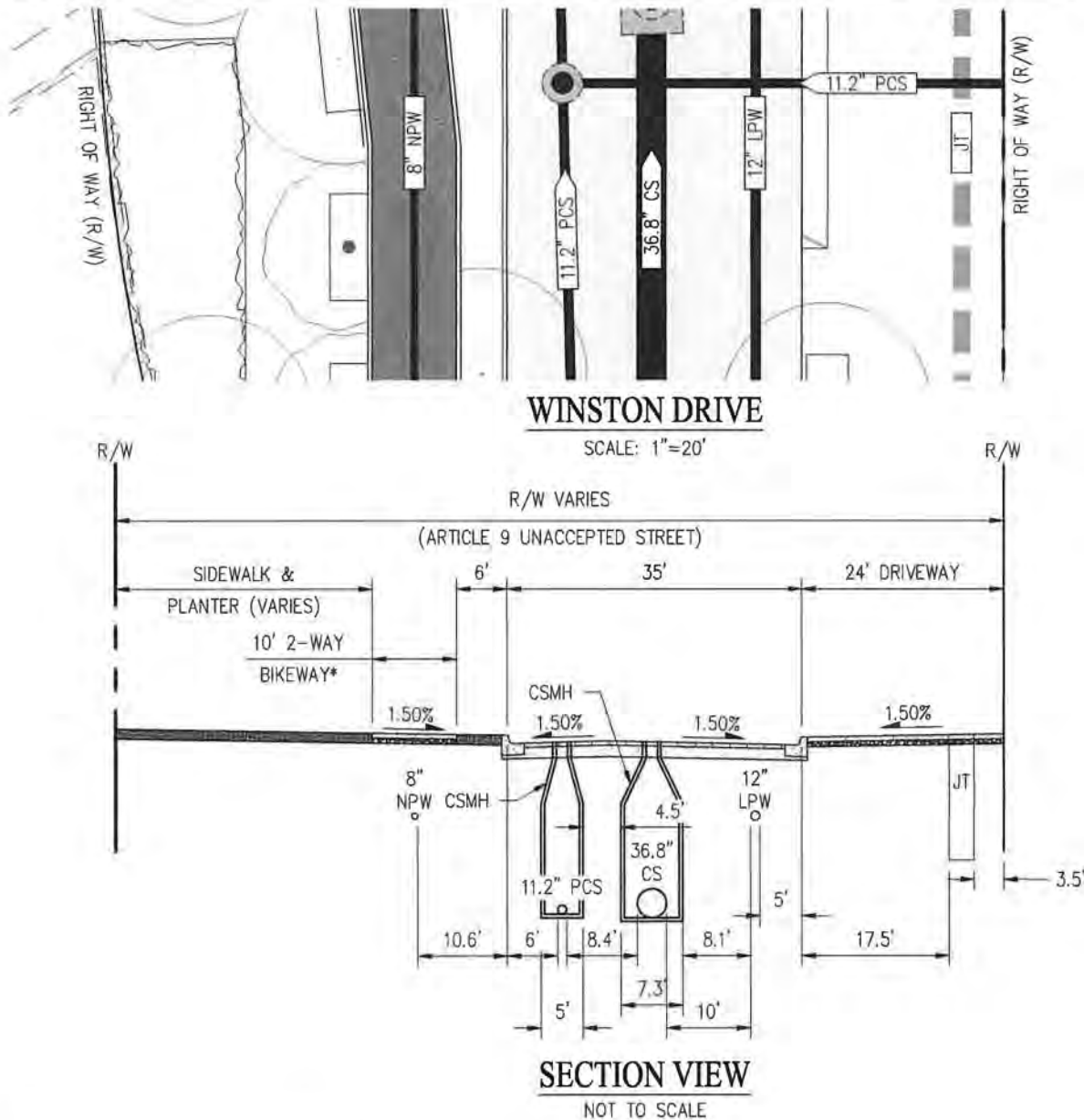


Figure 7.2.12 Utility Configuration - Street C



LEGEND

AWSS	AUXILIARY WATER SUPPLY SYSTEM (SFPUC)
CB	CATCH BASIN
CS	COMBINED SEWER SYSTEM (SFPUC)
EX	EXISTING
JT	JOINT TRENCH
LL	LOT LINE
LPW	LOW PRESSURE WATER (SFPUC)
NPW	PRIVATE NONPOTABLE WATER
P-CB	PRIVATE CATCH BASIN
PCS	PRIVATE COMBINED SEWER SYSTEM
PL	PROPERTY LINE
PLPW	PRIVATE LOW PRESSURE WATER
PSD	PRIVATE STORM DRAIN
R/W	RIGHT OF WAY

NOTES:

1. CS & PSD PIPE SIZES REFLECTED IN HDPE SDR 17 INSIDE DIAMETER (I.D.) DIMENSIONS
 2. LPW & NPW ASSUMED TO BE DUCTILE IRON CEMENT LINED PIPE
 3. AWSS ASSUMED TO BE ERDIP PIPE
- *BIKEWAY WILL BE AT GRADE OR TACTILE SEPARATED FROM PEDESTRIAN ZONE AS REQUIRED BY CBC CHAPTER 11B

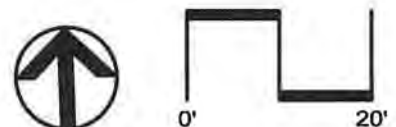
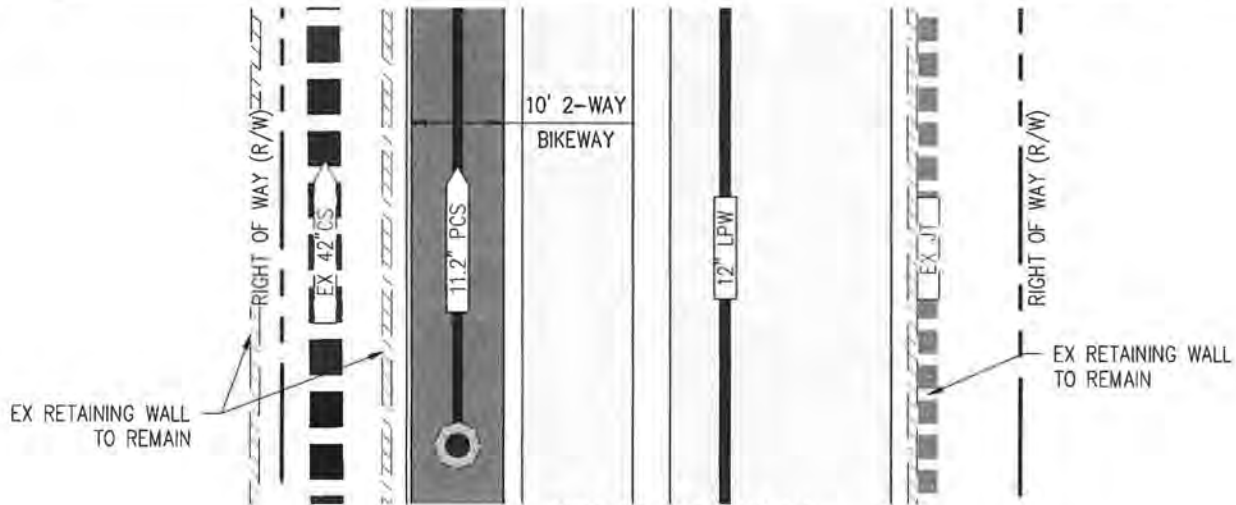
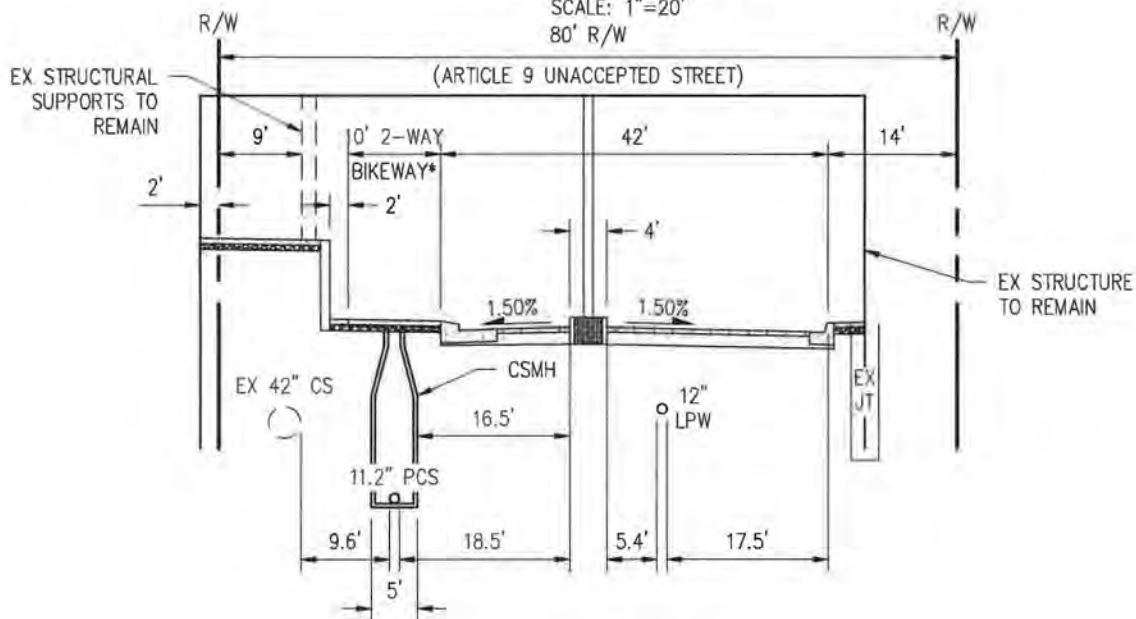


Figure 7.2.13 Utility Configuration - Winston Drive



WINSTON DRIVE

SCALE: 1"=20'
80' R/W



SECTION VIEW

NOT TO SCALE



LEGEND

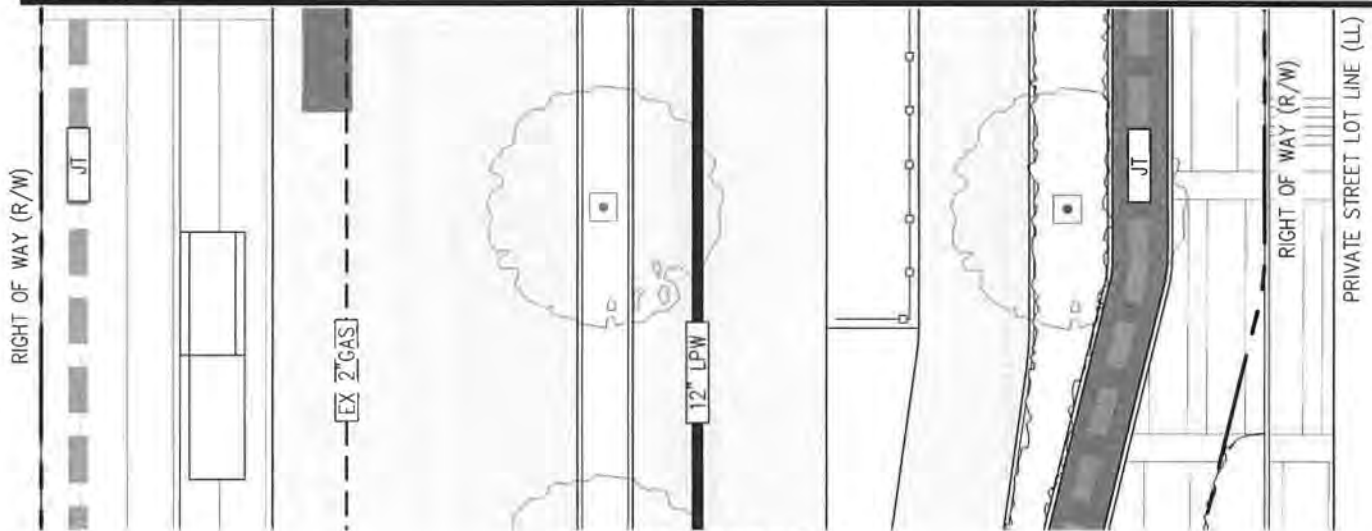
AWSS	AUXILIARY WATER SUPPLY SYSTEM (SFPUC)
CB	CATCH BASIN
CS	COMBINED SEWER SYSTEM (SFPUC)
EX	EXISTING
JT	JOINT TRENCH
LL	LOT LINE
LPW	LOW PRESSURE WATER (SFPUC)
NPW	PRIVATE NONPOTABLE WATER
P-CB	PRIVATE CATCH BASIN
PCS	PRIVATE COMBINED SEWER SYSTEM
PL	PROPERTY LINE
PLPW	PRIVATE LOW PRESSURE WATER
PSD	PRIVATE STORM DRAIN
R/W	RIGHT OF WAY

NOTES:

1. CS & PSD PIPE SIZES REFLECTED IN HDPE SDR 17 INSIDE DIAMETER (I.D.) DIMENSIONS
 2. LPW & NPW ASSUMED TO BE DUCTILE IRON CEMENT LINED PIPE
 3. AWSS ASSUMED TO BE ERDIP PIPE
- *BIKEWAY WILL BE AT GRADE OR TACTILE SEPARATED FROM PEDESTRIAN ZONE AS REQUIRED BY CBC CHAPTER 11B

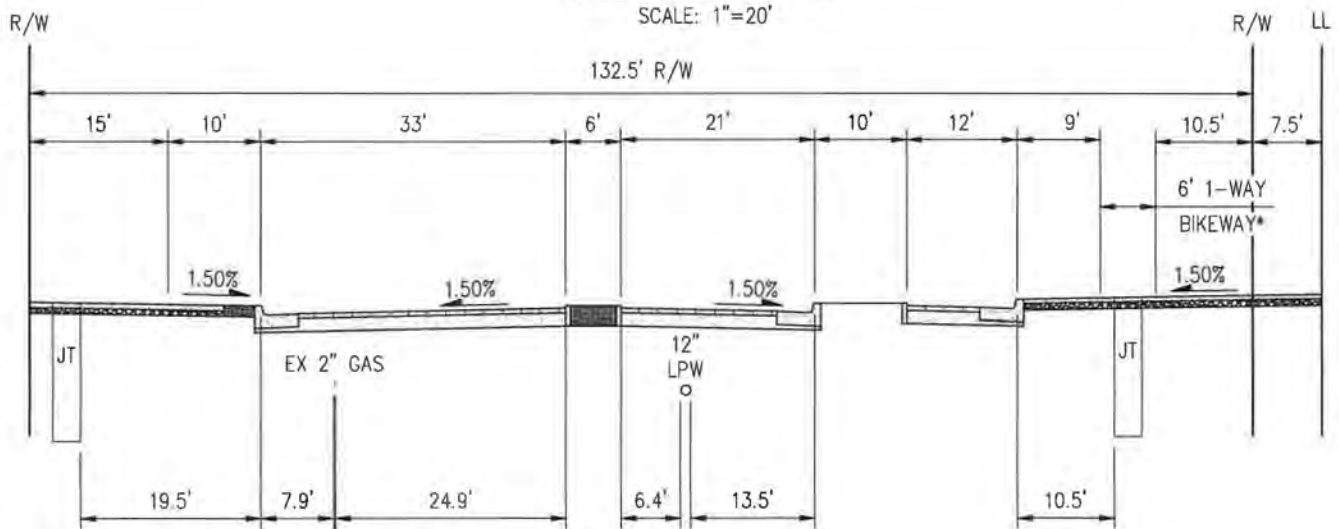


Figure 7.2.14 Utility Configuration - Winston Drive



WINSTON DRIVE

SCALE: 1"=20'



SECTION VIEW

NOT TO SCALE



LEGEND

AWSS	AUXILIARY WATER SUPPLY SYSTEM (SFPUC)
CB	CATCH BASIN
CS	COMBINED SEWER SYSTEM (SFPUC)
EX	EXISTING
JT	JOINT TRENCH
LL	LOT LINE
LPW	LOW PRESSURE WATER (SFPUC)
NPW	PRIVATE NONPOTABLE WATER
P-CB	PRIVATE CATCH BASIN
PCS	PRIVATE COMBINED SEWER SYSTEM
PL	PROPERTY LINE
PLPW	PRIVATE LOW PRESSURE WATER
PSD	PRIVATE STORM DRAIN
R/W	RIGHT OF WAY

NOTES:

1. CS & PSD PIPE SIZES REFLECTED IN HDPE SDR 17 INSIDE DIAMETER (I.D.) DIMENSIONS
 2. LPW & NPW ASSUMED TO BE DUCTILE IRON CEMENT LINED PIPE
 3. AWSS ASSUMED TO BE ERDIP PIPE
- *BIKEWAY WILL BE AT GRADE OR TACTILE SEPARATED FROM PEDESTRIAN ZONE AS REQUIRED BY CBC CHAPTER 11B

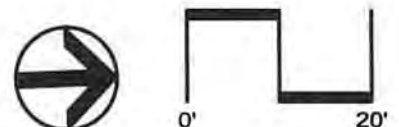


Figure 7.2.15 Utility Configuration - Winston Drive

8 LOW PRESSURE WATER SYSTEM

8.1 Existing Low Pressure Water System

Potable water service for the Project is provided by a water supply, storage, transmission and distribution system operated by the SFPUC. The proposed Project will connect to the SFPUC's Low Pressure Water (LPW) system for domestic supply and fire protection. The existing LPW system within the project vicinity includes eight and 12-inch diameter distribution pipelines and low-pressure fire hydrants within Winston Drive, Buckingham Way (N), 19th Avenue, 20th Avenue and Eucalyptus Drive. There is also a private pipeline and hydrants located in the parking lot on the west side of the mall. Existing potable water services and fire services to the existing Mall are located on the west, east and southern extents of the Mall. There are additional existing water services to the ancillary retail buildings and the adjacent buildings along Buckingham Way (W) and (N) and 20th Avenue between Buckingham Way (N) and Eucalyptus that are located within the Project Site.

The existing LPW pipelines and facilities within the Project site align with existing 20th Avenue and bisect the existing parking lots. Accordingly, the existing LPW facilities within the Project site will be abandoned and relocated as part of the site redevelopment. See Figure 8.1 depicting the existing LPW facilities and services within the Project and surrounding areas.

8.2 Proposed Low Pressure Water System

8.2.1 Project Potable Water Demands

The proposed Project potable water demands are summarized in Table 8.1 below. The Project's water demands have been calculated using the current version of the SFPUC's Non-Potable Water Program District Scale water calculator. The required fire flows are consistent with the California Fire Code – Appendix B. The proposed Project will also implement non-potable treatment plant(s) that will divert, treat and reuse wastewater and rainwater for non-potable uses within the Project, including toilet flushing, irrigation and cooling. The proposed buildings within the Project will also utilize high-efficiency fixtures and appliances. The use of non-potable water and high-efficiency fixtures will reduce the potable water demand. This is reflected in the calculated water demands below. The output from the water demand calculator is in Appendix B.

Table 8.1 – Potable Water Demands¹

Design Scenario	Peaking Factor	Minimum Fire Flow (GPM)	Duration (HR)	Demand (GPD)
Domestic Average Day Demand (“ADD”)	0	-	-	163,668 gpd
Maximum Day Demand (“MDD”)	1.2	-	-	196,402 gpd
Peak Hour Demand (“PHD”)	2.65	-	-	433,721 gpd
Required Fire Flow	-	3,500	4	840,000 gpd
Maximum Potable Water Demand (Maximum Day Demand + Required Fire Flow)				1,036,402 gpd

1. Demands do not include current mall potable water demands.

8.2.2 Project Potable Water Supply

In accordance with the California Water Code, SFPUC is currently preparing a Water Supply Assessment for the Project. The results of this assessment are not available at the time of publishing this draft report. Future updates will incorporate the SFPUC’s results as they become available.

8.2.3 Proposed Low Pressure Water Distribution System

The proposed Project will include the design and construction of the proposed LPW system improvements within the Project by the Project Sponsor. The existing LPW pipelines within the Project will be relocated and reconstructed to be located within the proposed street framework. The proposed system is configured to minimize the locations of SFPUC distribution mains located within private streets. The proposed LPW system within 20th Avenue, south of Buckingham Way (N), and (W), and Street C will be privately owned and maintained by the Project Master Association. The private facilities will have master meters and backflow prevention devices at each point of connection to the SFPUC LPW system. The proposed LPW facilities within 20th Avenue between Eucalyptus Drive and Buckingham Way (N) will be owned and maintained by the SFPUC upon completion and acceptance of the improvements. This segment of SFPUC LPW is necessary within the privately owned street, 20th Avenue, in order to maintain services to neighboring buildings that do not have frontage along another SFPUC LPW pipeline.

The proposed LPW system is anticipated to consist of a network of 8 to 12 inch diameter low pressure water mains, fittings, valves, fire hydrants, service laterals, meters and appurtenances. The LPW system pipelines shown in this Infrastructure Plan have been estimated based on the preliminary system hydraulic modeling included in Appendix C and are conceptual and have not been fully reviewed and approved by SFPUC. The final LPW system pipeline sizes will be verified and approved by the SFPUC’s review of the hydraulic modeling in the LPW Master Utility Plan. The proposed system will provide water for drinking and firefighting needs associated with the proposed Project uses.

The proposed LPW system will connect to the existing LPW system within 19th Avenue, and Eucalyptus Drive. The existing 12-inch diameter main within Winston Drive will also be replaced to align with the new street improvements. A portion of this main is located within the Article 9 Unaccepted Street portion of Winston Drive but will remain as owned and maintained by the SFPUC. The proposed LPW system is depicted on Figure 8.2.

The existing potable and fire services to the Mall and existing neighboring buildings along the west side of Buckingham Way (W), west side of 20th Avenue, and north of Buckingham Way (N) will be relocated as needed during construction to maintain potable service and fire protection to the existing users. These services will be relocated and connected to the proposed LPW facilities per the latest version of the SFPUC City Distribution Division Standard Plans.

The existing water services to the neighboring buildings along Buckingham Way (W) and (N) will be relocated to connect to the SFPUC low pressure water mains in Winston Drive and the northern segment of 20th Avenue, to the extent feasible. These relocations will minimize the SFPUC LPW mains and services within private streets, but are subject to coordination with adjacent properties and existing building plumbing.

The SFPUC LPW mains, fire hydrants, valves and meters proposed within private streets will require an easement, in accordance with SFPUC's easement requirements. The existing waterline easements associated with the existing water lines to be relocated will be quitclaimed once that pipeline is decommissioned.

The vertical and horizontal separation distances to other utilities will be consistent with the requirements outlined in Title 22 of the California Code of Regulations, the SFPW 2015 Subdivision Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02. The typical utility locations within each street section are depicted on Figure 7.2.1.-7.2.15.

8.2.4 Low Pressure Water Design Criteria

The proposed LPW system is required to maintain a minimum system flow rate of 3,500 GPM at a residual pressure of 20 psi and a maximum velocity of 14 fps maximum velocity during Maximum Daily Demand plus Fire Flow design scenario. The LPW system will also maintain 40 psi minimum residual pressure and 8 fps maximum velocity during Peak Hour Demand design scenario. The proposed LPW water system is modeled in preliminary hydraulic model included in Appendix C and will also be updated in the LPW Master Utility Plan to confirm the proposed system meets the pressure and flow requirements in each design scenario.

8.2.5 Proposed Fire Hydrant Locations and Flows

The LPW system will be the primary fire water supply for the Project. The proposed SFPUC and private LPW fire hydrants will have a maximum radial separation of 300-feet between hydrants, or as specified in the California Fire Code – Appendix C. Additionally, the LPW hydrants will be placed within 100-feet of building sprinkler system fire department connections. The proposed SFPUC and private LPW fire hydrant locations are depicted on Figure 8.3.

The LPW system will be designed to provide the maximum daily demand plus a design fire flow of 3,500 gpm of available water supply at a 20 psi residual pressure in accordance with the National Fire Protection Association (NFPA) Fire Protection handbook in order to provide adequate fire protection for new and reuse construction, including hydraulic car stackers. The Project will coordinate with the SFFD for the final locations of LPW fire hydrants within and surrounding the Project. See Appendix C for the preliminary LPW system hydraulic model demonstrating the proposed system will meet these fire flow and available water supply requirements.

8.3 Low Pressure Water System Phasing

The proposed Project will design and install the new LPW system facilities in phases as needed to support each proposed Development Phase. The extent of the proposed LPW system installed within each phase will be the minimum necessary to support each respective Development Phase and maintain service and fire protection to existing users within or surrounding the Project. Each Development Phase will at minimum install the portions of the proposed LPW system within or adjacent to that Phase and will connect to existing reliable facilities as close to the Project Site as possible. Interim LPW systems may be constructed as necessary to maintain existing LPW facilities operational. Interim LPW systems will need to be operated by the SFPUC at Developer expense through a license agreement if a interim backflow device is not installed.

The SFPUC will be responsible for maintenance of existing SFPUC LPW facilities. The SFPUC will be responsible for the new public LPW facilities within 20th Avenue (between Eucalyptus Drive and Buckingham Way (N)) and Winston Drive once construction of each Development Phase is complete and accepted by the SFPUC. SFPUC will need to be operate, at Developer expense, the SFPUC LPW systems that become operational within the Development Phase through a license agreement prior to final acceptance of the facilities. Impacts to improvements installed with previously constructed portions of the Development due to the designs of subsequent phases will be the responsibility of the Project Sponsor and will be addressed prior to approval of construction documents for each subsequent Phase. For each Development Phase, the Project Sponsor will provide Improvement Plans depicting the existing LPW facilities and

proposed phase of LPW facilities. The Plans and supporting reports will demonstrate that the proposed phase of LPW facilities will provide the required pressures and flow for that Development Phase.

The private LPW pipelines and hydrants installed by the Project Sponsor and will be privately owned and maintained by a Project Master Association or another entity created by the Project Sponsor to manage the long-term responsibility for the operations and maintenance of the private infrastructure.

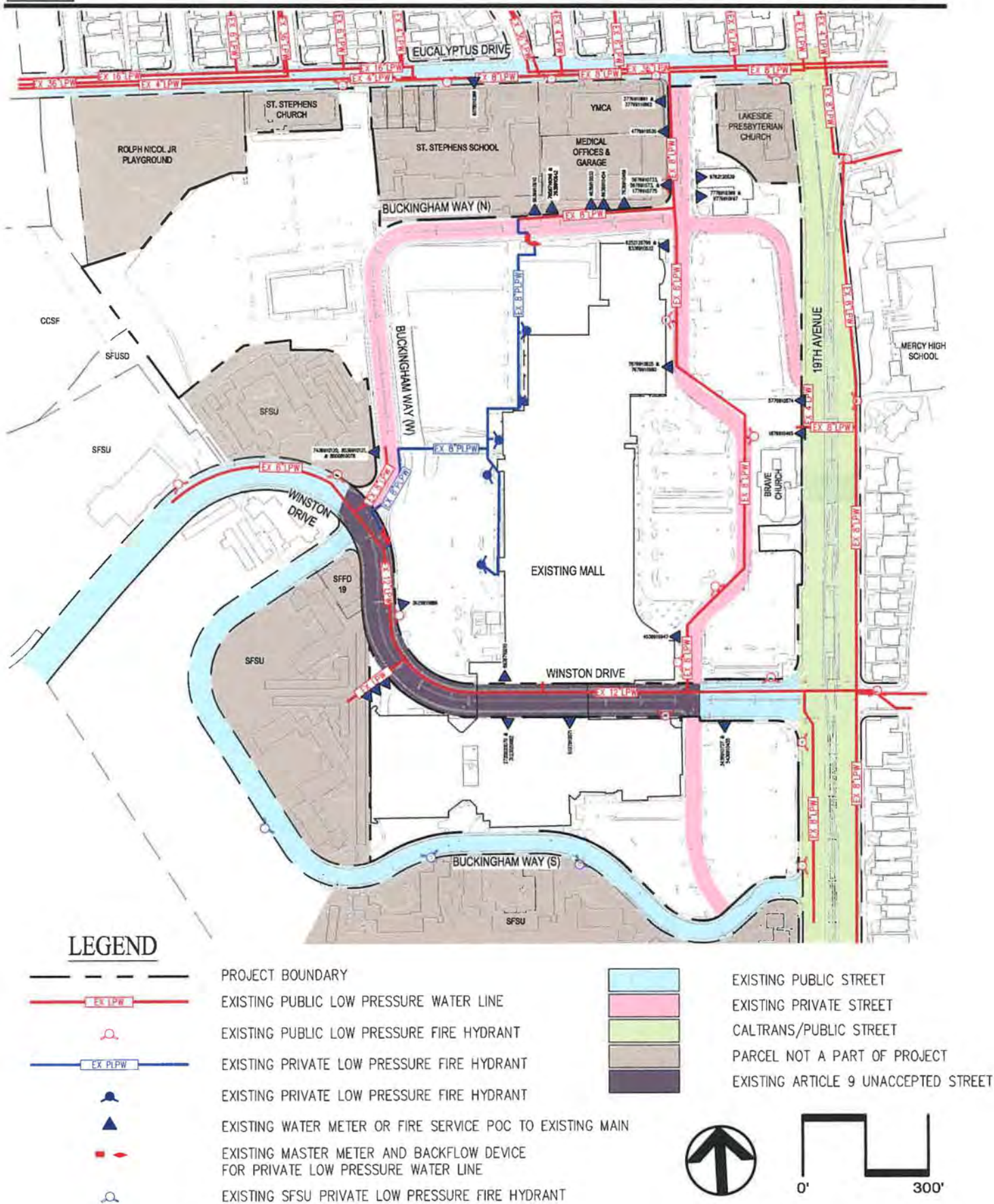


Figure 8.1 Existing LPW System

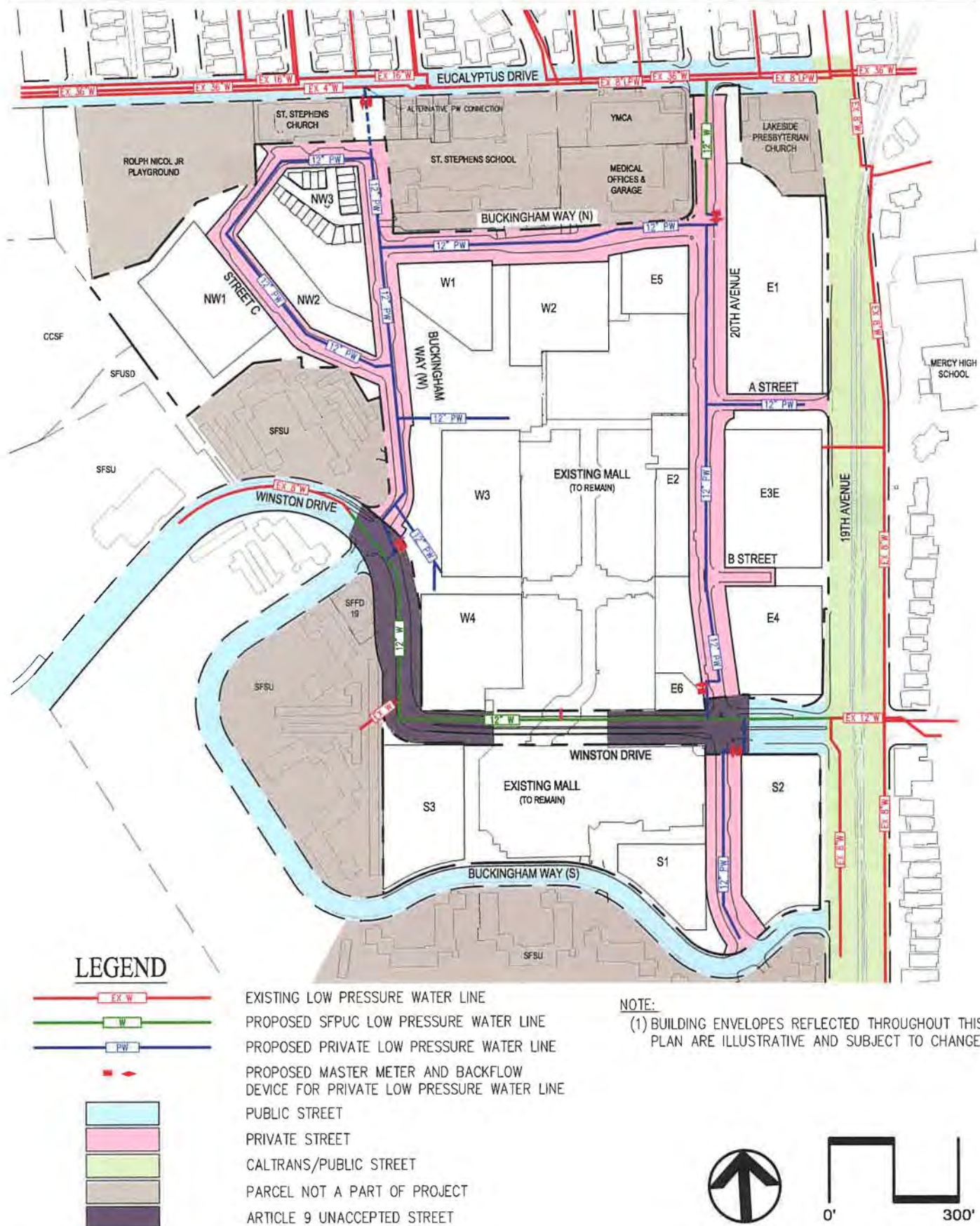


Figure 8.2 Proposed Low Pressure Water System

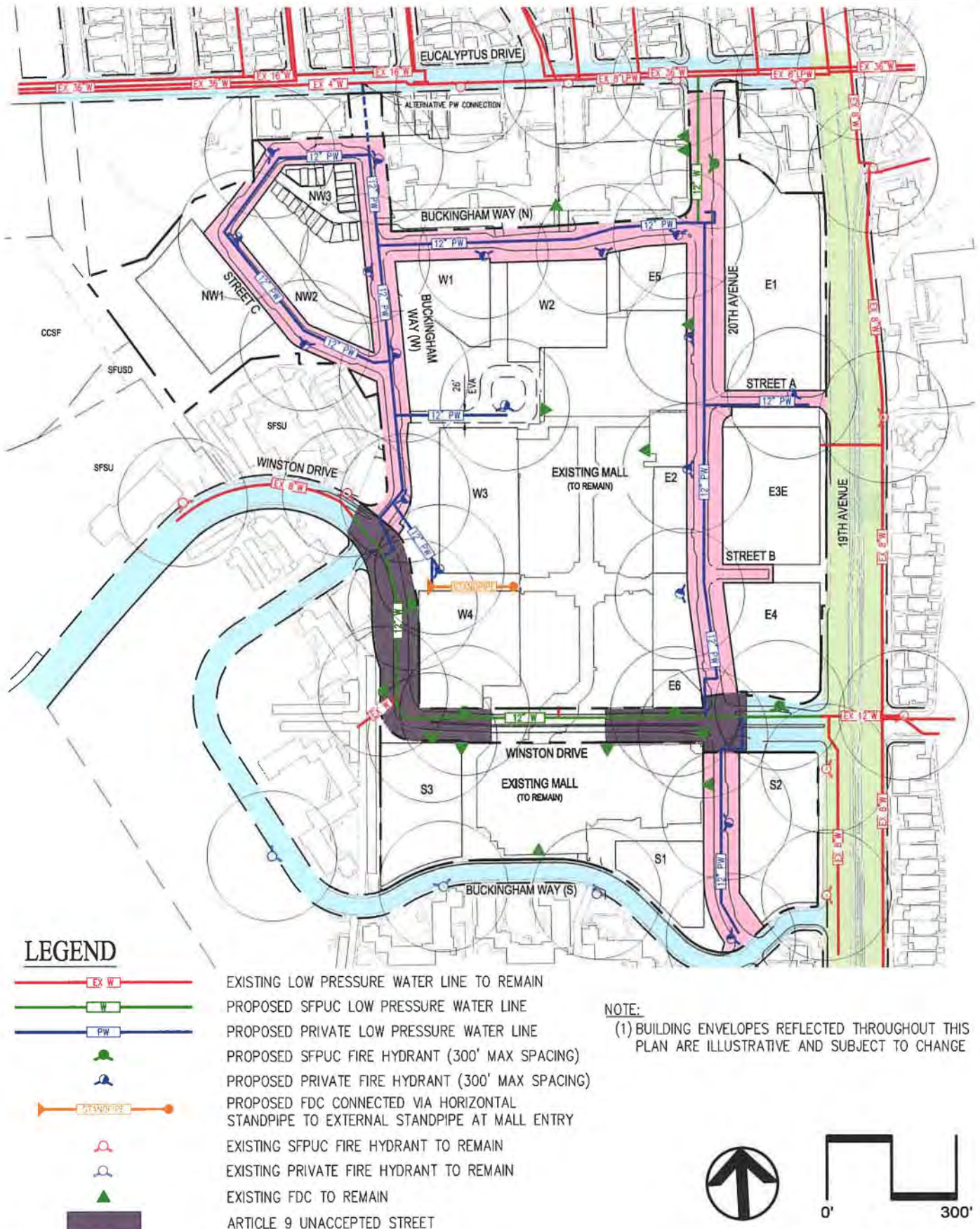


Figure 8.3 Proposed Fire Hydrant Locations

9 NON-POTABLE WATER SYSTEM

9.1 Existing Non-Potable Water System

The City's recycled water system does not currently extend to or serve the Project Site. The City does not have existing recycled water facilities within the vicinity of the Project Site.

9.2 Proposed Non-Potable Water Demands

The estimated non-potable water demands associated with the Project are summarized in Table 9.1. The Project non-potable water demands, associated with flushing, drain trap priming, cold water clothes washing, irrigation and cooling towers, have been calculated using the SFPUC's Non-Potable Water Program District Scale water calculator. See the water calculator output based on the proposed Project land uses in Appendix B.

The following list describes the Project specific factors modified within the SFPUC calculator to estimate non-potable water demands:

- Calculations assume an integrated system configuration.
- Rainwater harvesting (RWH) will be used for Stormwater Management Ordinance (SMO) compliance and the indoor supply will be prioritized. RWH for SMO compliance shall comply with the SFPUC 2022 Policy Update.
- Greywater reuse will be utilized on-site as a reuse supply for both residential and commercial uses.
- Blackwater reuse will be utilized on-site as a reuse supply for commercial uses.
- Stormwater collected at or below grade will not be utilized on-site as a reuse supply.

Table 9.1 – Non-Potable Water Demands¹

Design Scenario	Peaking Factor	Demand (GPD)
Average Day Demand ("ADD")	0	101,972
Maximum Day Demand ("MDD")	1.4	142,761
Peak Hour Demand ("PHD")	3.0	305,916
Design Scenario	Demand (GPY)	Demand (GPD)
Annual Non-Potable Water Demand	37,219,789	101,972
Annual Water Demand	96,958,700	265,640
Annual Potable Water Demand	59,738,911	163,668

¹ The Project Non-Potable water demands assume the existing internal Mall plumbing will remain the same and not utilize non-potable water.

9.3 Proposed Non-Potable Water System

The Project is subject to the City's Non-Potable Water Ordinance and Recycled Water Ordinance. The Project will comply with the latest SFPUC On-Site Water Reuse Program Guidebook requirements. The Project will pursue one of the following three options for complying with these ordinances. The selection of a non-potable water treatment system option will be made prior to the Phase 1 Street Improvement Permit.

9.3.1 Parcel-Based Treatment Option

The Parcel-Based approach will include privately owned and maintained collection systems and treatment plants within each Parcel. Treatment plants will treat wastewater generated within each respective Parcel to meet San Francisco's Health Code Article 12C Water Quality Standards.

The treatment plants will supply non-potable water to the Parcel in which it is located. The non-potable water uses will include flushing, drain trap priming, cold water clothes washing, irrigation and cooling tower within each respective Parcel and surrounding private open space uses. Treatment flows in excess of the non-potable water demand will be discharged to the private combined sewer system. A Non-Potable Water Implementation Plan will be prepared at the time of the Basis of Design submittals to confirm waste discharge characteristics and potential odor effects on the SFPUC sewer system. This plan will also demonstrate that this option will comply with the requirements of San Francisco's non-potable water program, including the San Francisco Department of Health rules and regulations regarding the operation of alternate water source systems.

The treatment plants will be enclosed, and odor control units will be installed to vent to the atmosphere. Each facility will also likely include up to two storage tanks. These treatment plants may be integrated to also treat and harvest rainwater, in which case the size of the storage tanks would increase.

The proposed Parcel-Based Non-Potable Water configuration is depicted on Figure 9.1.

9.3.2 District-Wide Treatment Option

The District-Wide approach will include a centralized privately owned and maintained treatment plant, within Block W2 as well as privately-owned and maintained collection and distribution systems. The centralized treatment plant incorporated into the Project will meet the needs of district-wide non-potable demands for flushing, drain trap priming, cold water clothes washing irrigation, and cooling towers. If the centralized private collection system and treatment plant at Block W2 does not meet the entire Project non-potable water compliance needs, additional Parcels will incorporate wastewater collection and treatment.

The treatment plant will collect wastewater from the private combined sewer system within the vicinity of Block W2. This private combined sewer system collects wastewater from the northeastern portions of the Project. The treatment plant will treat the collected wastewater to meet San Francisco's Health Code Article 12C Water Quality Standards.

The treatment plant will supply non-potable water to all Development Parcels within the Project by connecting to a private non-potable water distribution system. The non-potable water will be distributed to all buildings and open space areas within the Project. Pumps required to maintain pressurization in private non-potable water distribution lines will be provided by the vertical developer, as necessary. Treatment flows in excess of the non-potable water demand will be discharged to the private combined sewer system. This option will include the design and construction of a proposed private non-potable water distribution system by the Developer. The private non-potable water system will be located in the private streets and Winston Drive. The private non-potable water system will consist of low-pressure mains, fittings, valves, service laterals, meters and appurtenances. The extents of the private non-potable water pipelines will be limited to what is necessary to provide service to the Parcels and Open Spaces. The proposed private non-potable water system associated with the District-Wide Treatment Option is depicted on Figure 9.2.

A Non-Potable Water Implementation Plan will be prepared at the time of the Basis of Design submittals to confirm waste discharge characteristics and potential odor effects on the SFPUC sewer system. The treatment plant will be enclosed, and odor control units will be installed to vent to the atmosphere. The implementation plan will also demonstrate that this option will comply with the requirements of San Francisco's non-potable water program, including the San Francisco Department of Health rules and regulations regarding the operation of alternate water source systems.

9.3.3 Semi-District Treatment Option

The Semi-District Treatment Option will include privately owned and maintained collection and distribution systems and treatment plants within certain development blocks. The number of plants incorporated into the Project phasing and will meet the need of Project non-potable demands for flushing, drain trap priming, cold water clothes washing, irrigation, and cooling towers. If collection and treatment in the certain Blocks do not meet the district-wide needs, additional buildings will incorporate collection and treatment.

The treatment plants will treat wastewater generated within each sub-District to meet San Francisco's Health Code Article 12C Water Quality Standards. Pumps required

to maintain pressurization in non-potable water distribution lines will be provided by the vertical developer, as necessary.

The treatment plants will supply non-potable water to the development blocks within that respective sub-District of the Project by connecting to a private non-potable water distribution system. The non-potable water will be distributed to the buildings and open space areas within that sub-District. The irrigation and building non-potable water demands will be met by the non-potable water supplied by the semi-district treatment plants. Treatment flows in excess of the non-potable water demand will be discharged to the private combined sewer system. The treatment plants will be enclosed, and odor control units will be installed to vent to the atmosphere.

This option will include the design and construction of a proposed private non-potable water distribution system by the Project Sponsor. The private non-potable water system will be located in the private streets and open spaces only and will consist of low pressure mains, fittings, valves, service laterals, meters and appurtenances. The proposed private non-potable water system associated with the Semi-District Treatment Option is depicted on Figure 9.3.

The project will prepare a Non-Potable Water Implementation Plan for review and approval by the SFPUC. This plan will also demonstrate that this option will comply with the requirements of San Francisco's non-potable water program, including the San Francisco Department of Health rules and regulations regarding the operation of alternate.

9.4 Rainwater Harvesting

The Project may potentially integrate rainwater harvesting into some of the Development Parcels. RWH for SMO compliance shall meet the 2022 SMO Program policy update. Only the portion of demand that exceeds supply from NPO-required sources may be used to meet SMO compliance and for non NPO-required uses, this is intended to achieve the required runoff flow and volume reductions to the combined sewer areas as discussed in Section 12. Where feasible, the rainwater harvesting may be integrated to the Treatment Plants (Parcel-Based, District-Wide or Semi-District).

9.5 Non-Potable Water System Phasing

The proposed Project will design and install the private new non-potable water system in phases as needed to support each proposed Development Phase. The extent of the proposed private non-potable water system installed within each phase will be the minimum necessary to support each

respective Development Phase. Each Development Phase will at minimum install the portions of the proposed private non-potable water system and treatment plant(s) within or adjacent to that phase as required to supply non-potable water to each Development Phase.

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

For each Development Phase, the Project Sponsor will provide improvement plans describing and depicting the existing private non-potable water facilities and proposed phase of private non-potable water facilities. The Improvement Plans and supporting reports will demonstrate that the proposed phase of private non-potable water facilities will include on Project Site treatment plant(s) to supply the required non-potable water demands and pipeline distribution systems to provide the required pressures and flow for that development phase.



Figure 9.1 Proposed Non Potable Water System Parcel-Based

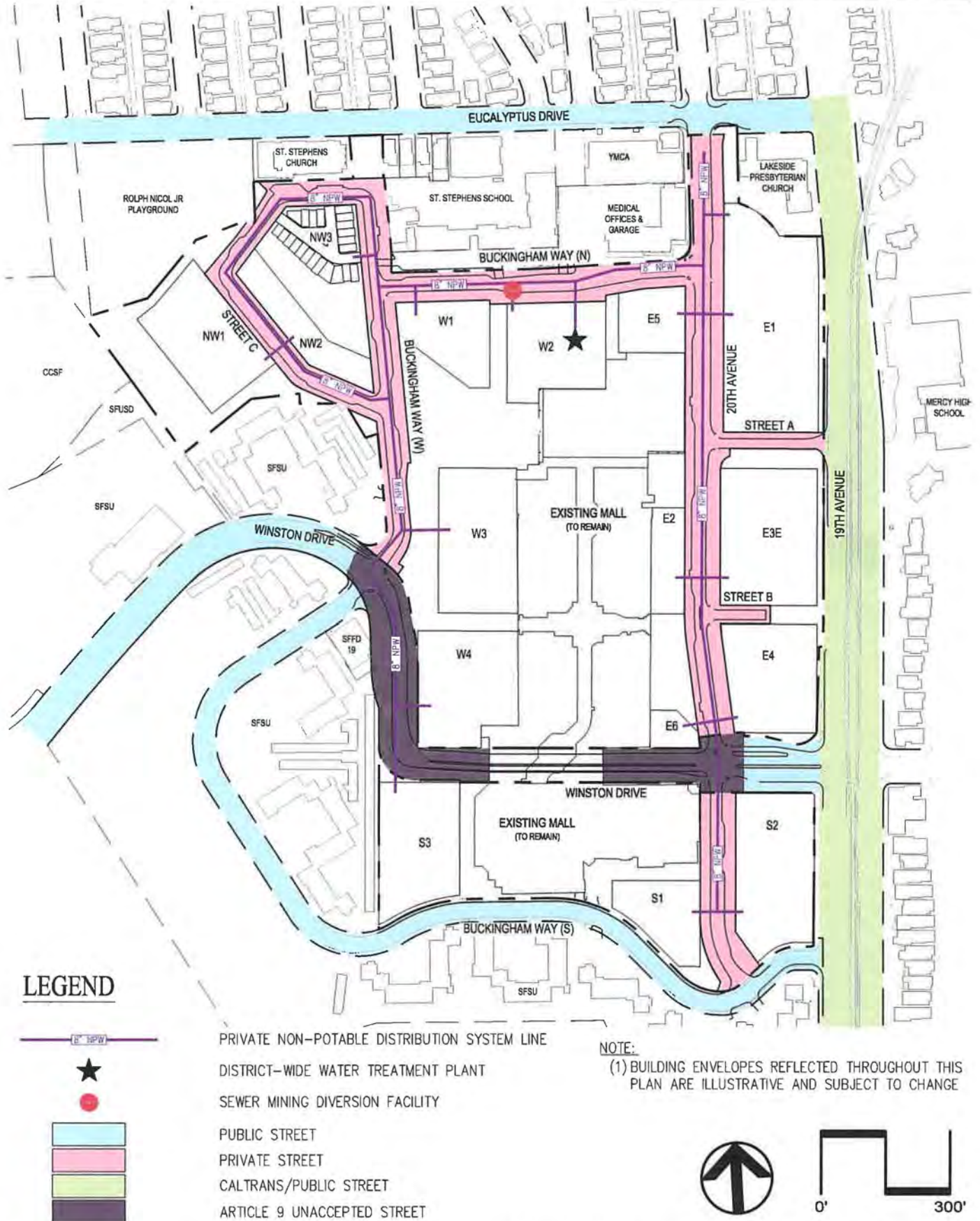


Figure 9.2 Proposed Non Potable Water System District-Wide

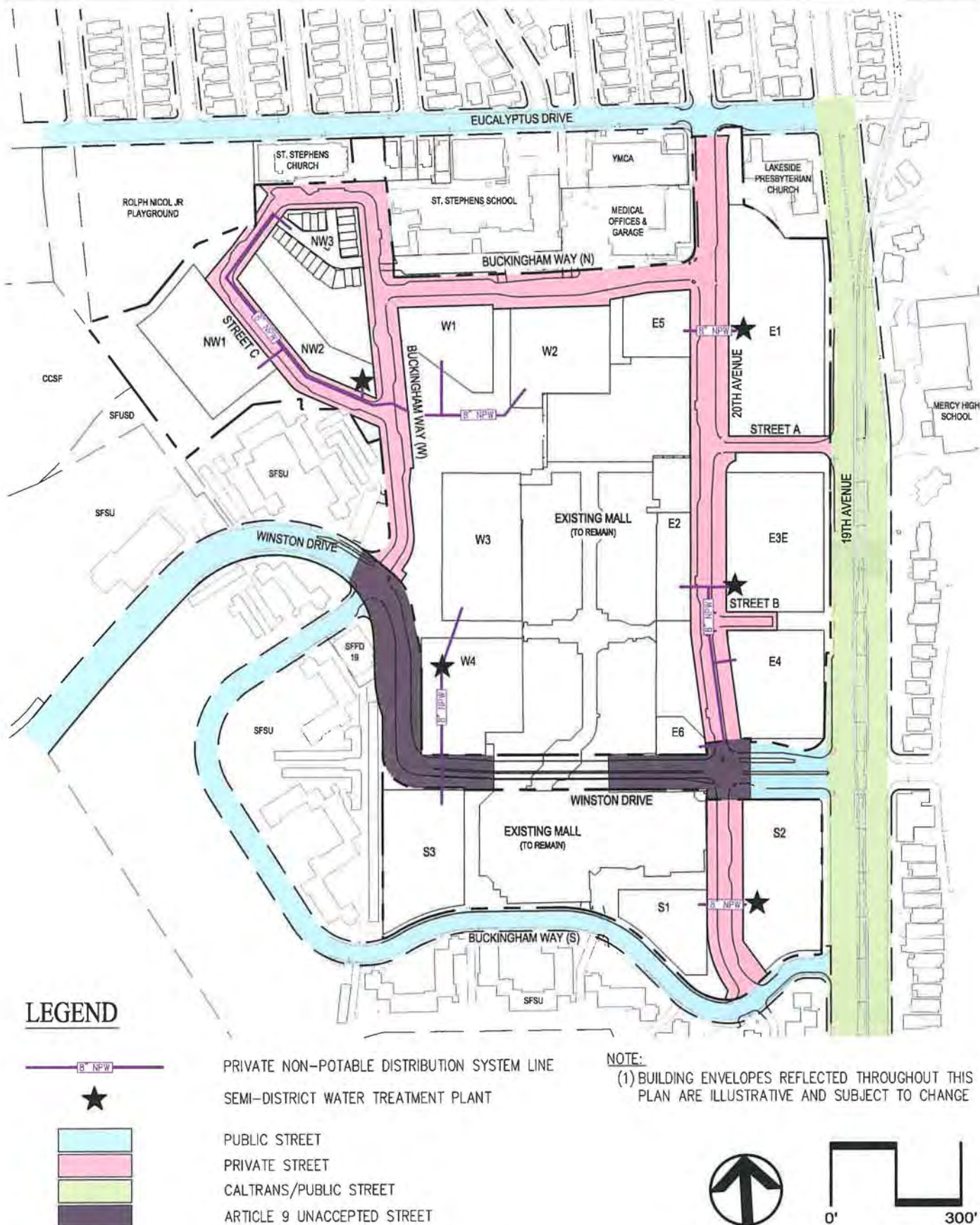


Figure 9.3 Proposed Non Potable Water System Semi-District

10 AUXILIARY WATER SUPPLY SYSTEM (AWSS)

10.1 Existing AWSS Facilities

Currently, there is existing 20-inch AWSS on Ocean Avenue and San Fernando Way, east of Junipero Serra Boulevard, more than 1,700 feet (1/3 mile) from the perimeter of the Project. This AWSS line is supplied by Twin Peaks Reservoir.

In addition, the SFPUC in coordination with SFFD is planning an expansion of the Potable Emergency Firefighting Water System (PEFWS) on the west side of San Francisco near the Stonestown Development. Under normal operation, the PEFWS pipeline serves as transmission for the potable system. However, post-earthquake, with proper valving, the PEFWS will serve as a high-pressure system to fight fire. The PEFWS is a separate system from the conventional AWSS, which is a non-potable stand-alone system. A portion of the PEFWS is currently under construction in the Sunset on 19th Ave from Sloat Boulevard to Vicente Street and Vicente Street from 19th Avenue to 23rd Avenue. This PEFWS will be approximately 1,325 feet (1/4 mile) from the perimeter of the Stonestown Project, and the anticipated completion date for the system to be operational is 2029.

10.2 Proposed AWSS Facilities

Due to the distance from the Project to the closest point of connection to the AWSS system, SFFD has determined that a portable water supply system consistent with the San Francisco Subdivision Regulations should be provided for the Project. In lieu of installing an AWSS pipeline system, the Project will pay the Emergency Firefighting In Lieu Fee to SFFD, as specified in the Development Agreement. The Emergency Firefighting In Lieu Fee will be used by SFFD to purchase enhanced firefighting equipment to extend to the closest AWSS or PEFWS that can be used during firefighting operations at the Project site and also at other nearby sites. Anticipated equipment for the portable water supply system generally includes, but may not be limited to:

- (1) Fire Engine
- (18) Gleeson Valves
- (18) Portable Hydrants
- (100) Lengths of 5" Hose for Portable Hydrant System

11 COMBINED SEWER SYSTEM

11.1 Existing Combined Sewer

11.1.1 Existing Combined Sewer System

Wastewater from the Project site is collected and conveyed in the City's existing combined sewer system and eventually treated at the Oceanside Treatment Plant. The existing combined sewer system within the Project consists of a network of pipelines ranging in size from 12-inches to 42-inches in diameter that collect stormwater and sanitary sewer flows from the existing Mall, surrounding buildings and associated parking lots. The existing combined sewer pipelines within the Project site are a combination of SFPUC-owned facilities (some within public utility easements) and privately-owned facilities. The majority of pipelines within the Project site flow from east to west and discharge flows to the City's existing combined sewer facility through Lowell High School to the northwest of the Project site. The northern most portion of the Mall sanitary sewer, parking lot drainage and roof drainage connect to the existing combined sewer pipe at the intersection of Buckingham Way (W) and Winston Drive. Winston Drive between Buckingham Way (W) and 20th Avenue is an existing CCSF Public Works Code Article 9 Unaccepted Street. This sub-watershed is denoted as BUCK-W within the calculation tables and its POC is Buckingham (W). A portion of the Project site north of Winston Drive and east of the Mall drains into the existing combined sewer pipe within Winston Drive. This pipe routes through the Winston Tunnel (Article 9 Unaccepted Street area) and ultimately into the facility through Lowell High School. Winston Drive street drainage east of 20th Avenue and a portion west of the Winston Tunnel is collected and conveyed in the existing 42" combined sewer pipe within Winston Drive. The portions of the Project south of Winston Drive, including a portion of Winston Drive (west of the Winston Tunnel) and Winston Tunnel (Article 9 Unaccepted Street area), drain to the south and connect to existing combined sewer facilities within Buckingham Way (S). The existing combined sewer system facilities are depicted on Figure 11.1.

11.1.2 Existing Drainage Area

The existing conditions of the Project Site include the existing mall, surrounding buildings and paved surface parking lots that support the current site uses. Nearly the entire site is comprised of impervious surfaces. There are drainage inlets that discharge stormwater flows to the existing combined sewer system within the surrounding streets and to the south and west. Due the existing topography, the Project is comprised of 5 existing main points of connection to the public combined sewer system and 13 existing sub-watersheds. See Figure 11.2 depicting the existing point of connections and sub-watersheds for the Project. The existing infrastructure within the Project does not include

any best management practices (BMP) to manage, treat or reduce stormwater runoff. Table 11.1 outlines the existing 5-Year, 3-Hour and 100-Year, 24-Hour storm flows within the Project site for each sub-watershed.

Table 11.1 – Existing 5-Year, 3-Hour and 100-Year, 24-Hour Storms Combined Sewer Flows

POINT OF CONNECTION (POC)	SUB-WATERSHED	TOTAL AREA (AC)	EXISTING PERVIOUS AREA (SF)	EXISTING IMPERVIOUS AREA (SF)	RUNOFF COEFFICIENT	5-YEAR FLOW RATE (CFS)	100-YEAR FLOW RATE (CFS)
LOWELL HIGH SCHOOL	NE	4.70	26,456	178,467	0.95	13.99	21.36
	N	15.07	78,382	578,116	0.95	44.81	68.44
	TOTAL @ POC	19.75	147,741	712,556		58.73	89.68
WINSTON (E)	E	7.02	35,920	269,866	0.95	20.87	31.88
	TOTAL @ POC	7.02	35,920	269,866		20.87	31.88
WINSTON (W)	S R/W	0.96	11,441	30,513	0.95	2.86	4.37
	W R/W	0.36	-	15,896	0.95	1.09	1.66
	TOTAL @ POC	1.33	11,441	46,409		3.95	6.03
BUCKINGHAM (S)	SE	4.99	10,746	206,827	0.95	14.85	22.68
	S-CEN	1.91	-	83,178	0.95	5.68	8.67
	SW	1.61	11,386	58,538	0.95	4.77	7.29
	TOTAL @ POC	8.51	22,132	348,543		25.30	38.64
BUCKINGHAM (W)	BUCK-W	3.59	3,125	153,117	0.95	10.67	16.29
	W	5.14	1,631	222,108	0.95	15.27	23.32
	TOTAL @ POC	8.72	4,755.84	375,225.16		25.94	39.61
SITE TOTAL		45.36	179,086.84	1,796,626.16	-	-	-
PERCENTAGES			9.1%	90.9%			

1. Assume 2 FPS Pipe Flow Velocity.

2. 5-Year, 3-Hour Intensity per the CCSF Subdivision Regulations 1941 Rainfall Intensity Table.

3. 100-Year, 24-Hour Intensity per NOAA Atlas 14 Rainfall Intensity Data.

11.1.3 Existing Sanitary Sewer Demands

The existing sanitary sewer demands from the Project are primarily related to the existing Mall. There are existing sewer laterals from the Mall and the surrounding buildings that are connected to and conveyed by the existing combined sewer system of pipelines within the Project. The existing sanitary sewer flows from the existing Mall and surrounding buildings to remain are estimated to be approximately 158,800 gallons per day for an Average Day Dry Weather Flow (ADWF). This estimation is based on building square-footages and utilizing the 2015 Subdivision Regulations Section XVII.E. for population density and 100 gallons per capita per day. Utilizing a peaking factor of 3, the Peak Day Dry Weather Flow (PDWF) for the existing Mall to remain is estimated to be approximately 476,400 gallons per day. Table 11.2 outlines the existing sanitary sewer flows within the Project.

Table 11.2 – Existing Sanitary Sewer Flows

SUB-WATERSHED	BUILDING	BUILDING AREA (AC)	POPULATION DENSITY (CAPITA / AC)	AVG SANITARY SEWER FLOW GENERATION RATE (GPD / CAPITA)	Average Dry Weather Wastewater (ADWW) Generation		Peak Dry Weather Wastewater (PDWW) Generation	
					GPD	CFS	GPD	CFS
NE	EX MALL TO REMAIN	0.62	150	100	9,400	0.015	28,200	0.044
N	EX MALL TO BE DEMOLISHED	0.23	150	100	3,500	0.005	10,500	0.016
	EX MEDICAL OFFICE TO REMAIN	1.15	150	100	17,300	0.027	51,900	0.080
	EX ANCILLARY RETAIL TO BE DEMOLISHED	0.62	150	100	9,300	0.014	27,900	0.043
E	EX MALL TO REMAIN	1.73	150	100	26,000	0.040	78,000	0.121
	EX MALL TO BE DEMOLISHED	0.27	150	100	4,200	0.006	12,600	0.019
W-3	EX MALL TO REMAIN	1.24	150	100	18,600	0.029	55,800	0.086
W-4	EX MALL TO REMAIN	1.22	150	100	18,400	0.028	55,200	0.085
BUCK-W	EX MALL TO REMAIN	1.60	150	100	24,100	0.037	72,300	0.112
	EX MALL TO BE DEMOLISHED	0.22	150	100	3,300	0.005	9,900	0.015
SE	EX MALL TO REMAIN	1.19	150	100	17,900	0.028	53,700	0.083
SW	EX MALL TO BE DEMOLISHED	1.19	150	100	17,800	0.028	53,400	0.083
S-CENTRAL	EX MALL TO REMAIN	1.85	150	100	27,900	0.043	83,700	0.130
TOTAL EXISTING CONDITIONS		13.14	-	-	197,700	0.306	593,100	0.918
TOTAL TO REMAIN					159,600	0.247	478,800	0.741

I_s = 100 GPD / Capita (Sub Regs).

11.1.4 Existing Flood Conditions

The Project is not located within City's 100-Year Flood Risk Zone or FEMA's 100-Year Special Flood Hazard Area.

11.2 Combined Sewer, Separated Sanitary Sewer, and Separated Storm Drain Design Criteria

The proposed sewer systems will be designed and constructed in accordance with applicable City, State and Federal codes unless otherwise permitted. The physical and hydraulic design criteria for the sewer systems within the project are presented in Tables 11.3 and 11.4. These design criteria will be further evaluated with the Grading and Drainage Master Utility Plan. Hydraulic data at upstream and downstream conditions have been requested and provided in Appendix L.

Table 11.3 – Sewer System Main Design Criteria

SEWER TYPE	PARAMETER	VALUE	SOURCE
All	Minimum Pipe Size	11.2 Inch Inside Diameter	2015 CCSF Sub Regs
	Pipe Material for Pipe Sizes 11.2-Inch to 21-Inch Inside Diameter	HDPE SDR 17	Design Exception
	Pipe Material For Pipe Sizes Larger Than 21-Inch Up to 48-Inch Inside Diameter	HDPE SDR 17	Design Exception
	Manhole Spacing	300 Feet Maximum 350 Feet Allowed With Approval By WWE	2015 CCSF Sub Regs
	Manhole Design	Waterproofed Exteriors Waterproofed Connections At Manholes	SFPUC WWE
	Minimum Depth of Cover for Mains ⁽¹⁻³⁾	6 Feet Minimum, Reduced To 4 Feet With SFPUC Consent And SFPW Director Approval	2015 CCSF Sub Regs
	Minimum Flow Velocity	2 Fps (PWWF – Sanitary Sewer) 2 Fps (PWWF – Combined Sewer) 3 Fps (When Flowing Full – Storm Drain)	2015 CCSF Sub Regs
	Maximum Flow Velocity (Velocities Exceeding Maximum Will Require Velocity Control Measures as Approved by SFPUC)	10 Fps (PWWF) 10 Fps (When Flowing Full – Combined Sewer & Storm Drain)	2015 CCSF Sub Regs
	Manning's N (Roughness Coefficient) for Proposed Pipes	HDPE: 0.010	Design Exception
Separated Sanitary Sewer (SS)	PWWF Maximum Pipe Flow Depth Ratio, D/D	0.50	2015 CCSF Sub Regs
	Average Dry Weather Flow (ADWF) Sewer Generation	95% Of Indoor Low-Pressure Water Demand + 100% Of Non-Potable Water Demand	PPS LPWSMP, Dated April 2, 2018
	Peak Dry Weather Flow (PDWF)	PWWF = ADWF X 3 Peaking Factor	PPS LPWSMP, Dated April 2, 2018
	Peak Wet Weather Flow (PWWF)	PWWF = PDWF + Inflow/Infiltration (0.003 CFS / Acre)	2015 CCSF Design Regs
Combined Sewer (CS)	Catch Basin (Public)	Standard Plan File No. 87,187 (Round Grated Inlet)	CCSF Standard Plans
Separated Storm Drain (SD)	Catch Basin (Public)	Type G3 (Square Grated Inlet) ⁽⁵⁾	Caltrans Standard Plans D72A & D72B
	Catch Basin (Private)	Type OS (Square Curb Opening Inlet) ⁽⁵⁾	Caltrans Standard Plans D72A & D72B
CS & SD	Minimum Freeboard Between the Combined Sewer & Storm Drain System 5-Year Storm Hydraulic Grade Line (HGL) and the Street Gutter Flow Line	4 Feet Generally, 2 Feet Minimum	2015 CCSF Sub Regs
	Maintain 100-Year Storm within Roadways ⁽⁴⁾	Below Top of Curb	2015 CCSF Sub Regs
	Maximum Rainfall Intensity	3.13 In/Hr Peak (5-Year, 3-Hour) ⁽⁶⁾ NOAA Atlas 14 Data (100-Year, 24-Hour)	2015 CCSF Sub Regs SFPUC WWE
	Minimum Time of Concentration T _c	3 Minutes (Slopes 3% And Over) 5 Minutes (Slopes Under 3%)	2015 CCSF Sub Regs

1. If conditions present the requirement for shallower pipes less than 6 feet of cover, specific cover calculations and / or different pipe materials shall be submitted. Pipes with less than 6 feet of cover will require Director approval with consent by the PUC.

2. For pipe with less than 5 feet of cover, pipe bedding, shading, and backfill shall be determined during final design and modified as necessary.

3. Gravity sewer laterals shall take precedence in placement of utilities when sewer mains do not have 5 feet minimum cover. Other utilities will be designed to accommodate the sewer laterals.

4. fps – feet per second

5. d/D – ratio of the depth of flow (d) to the pipe inside diameter (D) is represented as Percent Full (%)

6. 2015 CCSF Sub Regs – 2015 City and County of San Francisco Subdivision Regulations

100-year overland release design exceptions and routing per Section 4.

This is a preliminary selection of inlet types. Ultimate type to be determined with MUP's, BOD, or final design. Private inlets must be visually identifiable and different from public inlets. Separated storm drain inlets (public and private) must be visually identifiable and different from combined sewer inlets.

Rainfall intensity based on San Francisco Rainfall Rate Table 1941 included in 2015 CCSF Sub Regs.

Table 11.4 – Sewer System Clearance Requirements

SEWER TYPE	PARAMETER	CLEARANCE REQUIREMENT
SEPARATED SANITARY SEWER & COMBINED SEWER	Outside Diameter of Sewer Pipe to Outside Diameter of Low-Pressure Water Pipe (LPW)	10 Feet Minimum Horizontal Clearance (Public & Private Mains) 1 Foot Minimum Vertical Clearance (Public & Private Mains)
	Face of Curb to Outside Diameter of Sewer Pipe	5 Feet Minimum Horizontal Clearance (Public Main) No Minimum Horizontal Clearance (Private Main)
	Face of Curb to Outside of Sewer Manhole Barrel or Base (Whichever is Larger)	4 Feet Minimum Horizontal Clearance (Public Main) No Minimum Horizontal Clearance (Private Main)
	Outside of Manhole Structure to Adjacent Pipe	1 Foot Minimum Horizontal Clearance (Public & Private Mains)
	Outside Diameter of Sewer Pipe to Outside Diameter of Any Parallel Utility Other Than LPW Pipe	3.5 Feet Minimum Horizontal Clearance (Public & Private Mains) 1 Foot Minimum Vertical Clearance (Public & Private Mains) ⁽¹⁾
	Outside of Sewer Manhole Structure to Outside of Storm Drain Manhole Structure	3.5 Feet Minimum Horizontal Clearance (Public & Private Mains)
	Edge of BMP Area to Outside Diameter of Sewer Main	4.5 Feet Minimum Horizontal Clearance (Public Main) 1 Foot Minimum Horizontal Clearance (Private Main)
	Outside Edge of BMP Area to Outside Diameter of Sewer Lateral	1 Foot Minimum Horizontal Clearance (Public & Private Mains)
SEPARATED STORM DRAIN	Outside Diameter of Storm Drain Pipe to Outside Diameter of Low-Pressure Water Pipe (LPW)	4 Feet Minimum Horizontal Clearance (Public & Private Mains) 1 Foot Minimum Vertical Clearance (Public & Private Mains)
	Face of Curb to Outside Diameter of Storm Drain Sewer Pipe	5 Feet Minimum Horizontal Clearance (Public Main) No Minimum Horizontal Clearance (Private Main)
	Face of Curb to Outside of Storm Drain Manhole Barrel or Base (Whichever is Larger)	4 Feet Minimum Horizontal Clearance (Public Main) No Minimum Horizontal Clearance (Private Main)
	Outside Diameter of Storm Drain Pipe to Outside Diameter of Any Parallel Utility Other than LPW Pipe	3.5 Feet Minimum Horizontal Clearance (Public & Private Mains) 1 Foot Minimum Horizontal Clearance (Public & Private Mains) ⁽¹⁾
	Outside of Sewer Manhole Structure to Outside of Storm Drain Manhole Structure	3.5 Feet Minimum Horizontal Clearance (Public & Private Mains)
	Edge of BMP Area to Outside Diameter of Storm Drain Main	4.5 Feet Minimum Horizontal Clearance (Public Main) 1 Foot Minimum Horizontal Clearance (Private Main)
	Outside Edge of BMP Area to Outside Diameter of Storm Drain Lateral	1 Foot Minimum Horizontal Clearance (Public & Private Mains)

1. Clearance requirements are based on the 2015 Subdivision Regulations.

2. Clearance requirements which cannot be met due to curb bulb-outs and narrow street widths or proximity to existing utilities will be evaluated on a case by case basis by the SFPUC and will be addressed during the design process.

3. When 1-foot minimum vertical separation from sewer (main or lateral) cannot be achieved from other utilities, a steel casing, alternative pipe material or neoprene pad may be reviewed and approved by SFPUC on a case by case condition.

11.3 Proposed Combined Sewer

11.3.1 Proposed Combined Sewer System

The Project will construct a proposed combined sewer system that will include a network of collection facilities and pipelines located within the proposed street and open space network. The combined sewer facilities located within public streets, Winston Drive (existing 42" CS pipe) and Buckingham Way (S), will be public facilities owned and maintained by the SFPUC. Winston Drive street drainage east of the 20th Avenue will be collected and conveyed within the existing public 42" CS pipe. Any existing sewer or storm drain building service laterals will be connected to the public main. The private combined sewer pipe collecting localized street runoff within the Article 9 Unaccepted Street portion of Winston Drive will be a private combined sewer pipe. This includes the private combined sewer pipe collecting runoff at the depression of the Winston Tunnel. The combined sewer facilities located within the private streets and open spaces will be privately-owned and maintained by the Project Master Association, with the exception of the public combined sewer mains at the following locations:

- 20th Avenue between Buckingham Way (S) & Winston Drive
- Buckingham Way (W) between Winston Drive & Street C
- Street C from Buckingham Way (W) to NW 1 corridor.

Public combined sewer pipes within private streets or development parcels will be within SFPUC approved easements.

The proposed combined sewer system will be designed to convey the 5-year, 3-hour design storm rainfall event in accordance with the City's Subdivision Regulations. The Project will maintain the existing drainage patterns and watersheds as much as possible, such that the proposed combined sewer connects to the same downstream facilities. The sanitary sewer flows generated by the new land uses will increase as compared to the existing condition. However, these flows are not greater than the decrease in stormwater flows. Incoming flow data and downstream connection data has been obtained from SFPW-Hydraulics and is included in Appendix L. A proposed system model and results will be part of the MUP for the Project.

The existing combined sewer accepts wastewater flows from the existing Mall, surrounding buildings and upstream watersheds. These flows will need to continue to be collected and conveyed within the proposed combined sewer system.

The existing 42" combined sewer pipeline, flowing east to west, within the Winston Tunnel (from 20th Avenue to the western edge of the tunnel) is proposed by the Project to remain. In coordination with the SFPUC, the Project will assess the quality and condition and expected life span of the existing pipeline via pipeline condition assessment. The assessment documentation will be provided to SFPUC for their review and approval if the pipeline conditions are deemed acceptable to remain or require repair or replacement by the Project at the time of the Winston Drive SIP. The pipe condition assessment will be provided to the SFPUC prior to the delivery of the first submittal of the Winston Drive SIP.

The proposed combined sewer system improvements are depicted on Figure 11.3.

The proposed combined sewer pipelines will be constructed in accordance with the City of San Francisco 2015 Subdivision Regulations and SFPUC Wastewater Utility Standards including Standard Specifications for sewer lateral installation. The private CS main located within Winston Drive Article 9 Unaccepted Street area will be designed and constructed in accordance with these same regulations, standards and specifications.

11.3.2 Proposed Sanitary Sewer Demands

The proposed Project estimated sanitary sewer flow assumes a return of 95% on the potable water demand and 100% on the non-potable water for the Average Day Demands. The potable and non-potable water demand calculations associated with the proposed Project are estimated using the SFPUC's Non-Potable Water Program District Scale Water Calculator. The output from the calculator is enclosed in Appendix B.

A peaking factor of 3 was applied to the Average Daily Dry Weather Flow (ADWF) to determine the Peak Dry Weather Flow (PDWF). Existing and proposed sanitary flows will be further studied as part of the MUP phase of the Project. Table 11.2 outlines the estimated sanitary sewer flows associated with the Project.

Table 11.5 – Proposed Sanitary Sewer Flows

SUB-WATERSHED	LOCATION	95% Return	100% Return	Average Dry Weather Wastewater (ADWF) Generation		Peak Dry Weather Wastewater (PDWF) Generation	
		Potable Water (gal/year)	Non-Potable Water (gal/year)	GPD	CFS	GPD	CFS
NE	E1 / E7	6,053,000	3,932,000	26,600	0.041	79,600	0.123
	EX MALL	-	-	9,400	0.015	28,200	0.044
N	NW1, NW2, NW3, W1, W2, E5	15,584,700	9,935,400	67,800	0.105	203,400	0.315
	EX MEDICAL	-	-	17,300	0.027	51,900	0.080
N-TS	EX MALL ⁽¹⁾	-	-	24,100	0.037	72,300	0.112
E	E2, E3E, E4 & E6	11,688,600	7,375,200	50,700	0.078	151,900	0.235
	EX MALL	-	-	26,000	0.040	78,000	0.121
W-3	W3	5,501,900	3,397,000	23,700	0.037	70,900	0.110
	EX MALL	-	-	18,600	0.029	55,800	0.086
W-4	W4	5,145,600	3,107,100	22,000	0.034	65,800	0.102
	EX MALL	-	-	18,400	0.028	55,200	0.085
SE	S1 & S2	10,603,800	6,609,300	45,800	0.071	137,200	0.212
	EX MALL	-	-	17,900	0.028	53,700	0.083
SW	S3	5,306,600	3,151,800	22,500	0.035	67,400	0.104
S-CENTRAL	EX MALL	-	-	27,900	0.043	83,700	0.130
PROPOSED CONDITIONS TOTAL		59,884,200	37,507,800	418,700	0.648	1,255,000	1.942

1. Existing mall flows re-routed from BUCK-W to N-TS.

11.3.3 Proposed Stormwater Flows

The Project will redevelop the Project Site to integrate landscape and open space areas, green roofs, and permeable surfaces into the proposed mix of land uses. The existing drainage patterns will generally be maintained with discharge of stormwater runoff to the existing combined sewers infrastructure within the surrounding streets. The BUCK-W sub-watershed will be re-routed into the Lowell High School point of connection. The new portion of Winston Drive (Article 9 Unaccepted Street area) west of the Winston Tunnel will be conveyed to the Buckingham Way (W) connection point to ensure existing watershed areas a maintained in the redeveloped condition. The following summarizes the estimated stormwater flows from the Project.

The pre- and post- developed stormwater peak flows were calculated using Rational Method, and rainfall intensities for the 5-year, 3-hour storm and the 100-year, 24-hour storm as stated in Section 11.2. The MUPs will model the hydrology and hydraulics for the pre- and post- developed conditions in more detail. The comparison of the pre- and post-developed stormwater peak flows for the 5-Year, 3-Hour and 100-Year, 24-Hour design storms are provided in Table 11.5.

11.3.4 Proposed Combined Sewer Flows

The following tables summarize the proposed total wastewater flows estimated to be discharged from the Project compared to the existing condition. This demonstrates that the Project will reduce total wastewater flows discharged from the Project in design storm events. The preliminary hydraulic evaluation in Appendix K confirms there are no anticipated downstream impacts associated with the proposed Project sewer flows.

Table 11.6 – Proposed 5-Year, 3-Hour and 100-Year, 24-Hour Storms Combined Sewer Flows

POINT OF CONNECTION (POC)	WATERSHED	TOTAL AREA (AC)	PROPOSED PERVIOUS AREA (SF)	PROPOSED IMPERVIOUS AREA (SF)	RUNOFF COEFFICIENT ²⁾	5-YEAR FLOW RATE (CFS)	100-YEAR FLOW RATE (CFS)
LOWELL HIGH SCHOOL	NE	4.94	18,178	196,805	0.88	13.64	20.83
	N	13.81	67,786	533,905	0.88	37.94	57.94
	N-TS ³⁾	3.24	17,783	123,230	0.87	8.86	13.54
	W-3	3.30	10,499	133,140	0.88	9.06	13.84
	TOTAL @ POC	25.28	114,247	987,079	0.88	69.50	106.14
WINSTON (E)	E	7.01	18,613	286,761	0.89	19.48	29.75
	TOTAL @ POC	7.01	18,613	286,761	0.89	19.48	29.75
BUCKINGHAM (S)	SE	4.64	13,629	188,639	0.89	12.88	19.68
	S-CEN	1.85	-	80,743	0.95	6	8.42
	SW	1.59	3,857	65,382	0.89	4.42	6.75
	TOTAL @ POC	8.09	17,485	334,765	0.90	22.82	34.85
BUCKINGHAM (W)	S R/W ⁴⁾	0.87	3,423	34,438	0.95	2.58	3.95
	W R/W ⁴⁾	0.46	998	18,969	0.95	1.36	2.08
	W-4	2.74	4,246	115,203	0.89	7.66	11.70
	TOTAL @ POC	4.07	8,667	168,609	0.91	11.61	17.73
SITE TOTAL		44.45	159,012	1,777,214	-	-	-
PERCENTAGES			8.2%	91.8%			

1. Assume 2 FPS Pipe Flow Velocity.

2. Weighted Runoff Calculated (0.7 for Pervious and 0.9 for Impervious)

3. Buck-W sub-watershed rerouted to N-TS sub-watershed Lowell High School point-of-connection.

4. Winston rights-of-way sub-watersheds rerouted to Buckingham (W) point-of-connection.

5. 5-Year, 3-Hour Intensity per the CCSF Subdivision Regulations 1941 Rainfall Intensity Table.

6. 100-Year, 24-Hour Intensity per NOAA Atlas 14 Rainfall Intensity Data.

Table 11.7 – Combined Sewer Flow Pre- and Post-Development Comparison

POINT OF CONNECTION (POC)/SUB-WATERSHED	PRE-DEVELOPED CONDITION TOTAL WATERSHED AREA (AC)	PRE-DEVELOPED CONDITION 5-YEAR PEAK FLOW RATE (CFS)	PRE-DEVELOPED CONDITION 100-YEAR PEAK FLOW RATE (CFS)	POST-DEVELOPED CONDITION TOTAL WATERSHED AREA (AC)	POST-DEVELOPED CONDITION 5-YEAR PEAK FLOW RATE (CFS)	POST-DEVELOPED CONDITION 100-YEAR PEAK FLOW RATE (CFS)	5-YR FLOW RATE DELTA (CFS)	100-YR FLOW RATE DELTA (CFS)
LOWELL HIGH SCHOOL	19.78	58.80	89.80	25.28	69.50	106.14	10.70	16.34
WINSTON (E)	7.02	20.87	31.88	7.01	19.48	29.75	(1.39)	(2.13)
WINSTON (W)	1.33	3.95	6.03	0.00	0.00	0.00	(3.95)	(6.03)
BUCKINGHAM (S)	8.51	25.30	38.64	8.09	22.82	34.85	(2.48)	(3.79)
BUCKINGHAM (W)	8.72	25.94	39.61	4.07	11.61	17.73	(14.33)	(21.88)
SF EHY ID 27190 (DOWNSTREAM NODE FOR ALL PROJECT POCs)							(11.45)	(17.49)

1. Flow rates are calculated with the simplified rational method equation ($Q = CiA$). These flows are different than those in Appendix L which are calculated with a dynamic model.

11.4 Proposed Private Separated Storm Drain System

A key component of the Project's design criteria is to incorporate stormwater management systems that reduce the 2-year, 24-hour peak rate and total volume prior to discharge to the existing downstream combined sewer system. The Project will construct a private separated storm drain system within the private streets and open spaces. This system of pipelines, inlets and green infrastructure will collect, retain, infiltrate, and convey stormwater flows from the private streets and open space areas to green infrastructure facilities, where flows will be managed and reduced prior to discharging to the downstream combined sewer system. The proposed private storm drain systems are depicted on Figure 12.1.

The private separated storm drain system and stormwater management facilities will be maintained and owned by the Private Master Association.

11.5 Sewer System Phasing

The Project Sponsor will design and install the new combined sewer system based on the Project phasing plan and as needed to facilitate each specific proposed development phase. The amount and location of the proposed combined sewer and separated storm drain facilities installed will be the minimum necessary to support the development phase. Each development phase will connect to the existing system as close to the limit of the development phase 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 Project Sponsor. Interim combined sewer and separated storm drain systems will be constructed and maintained by the Project Sponsor as necessary to maintain existing facilities impacted by proposed development phases.

The Project Sponsor will own and maintain any interim facilities required to support the project phasing.

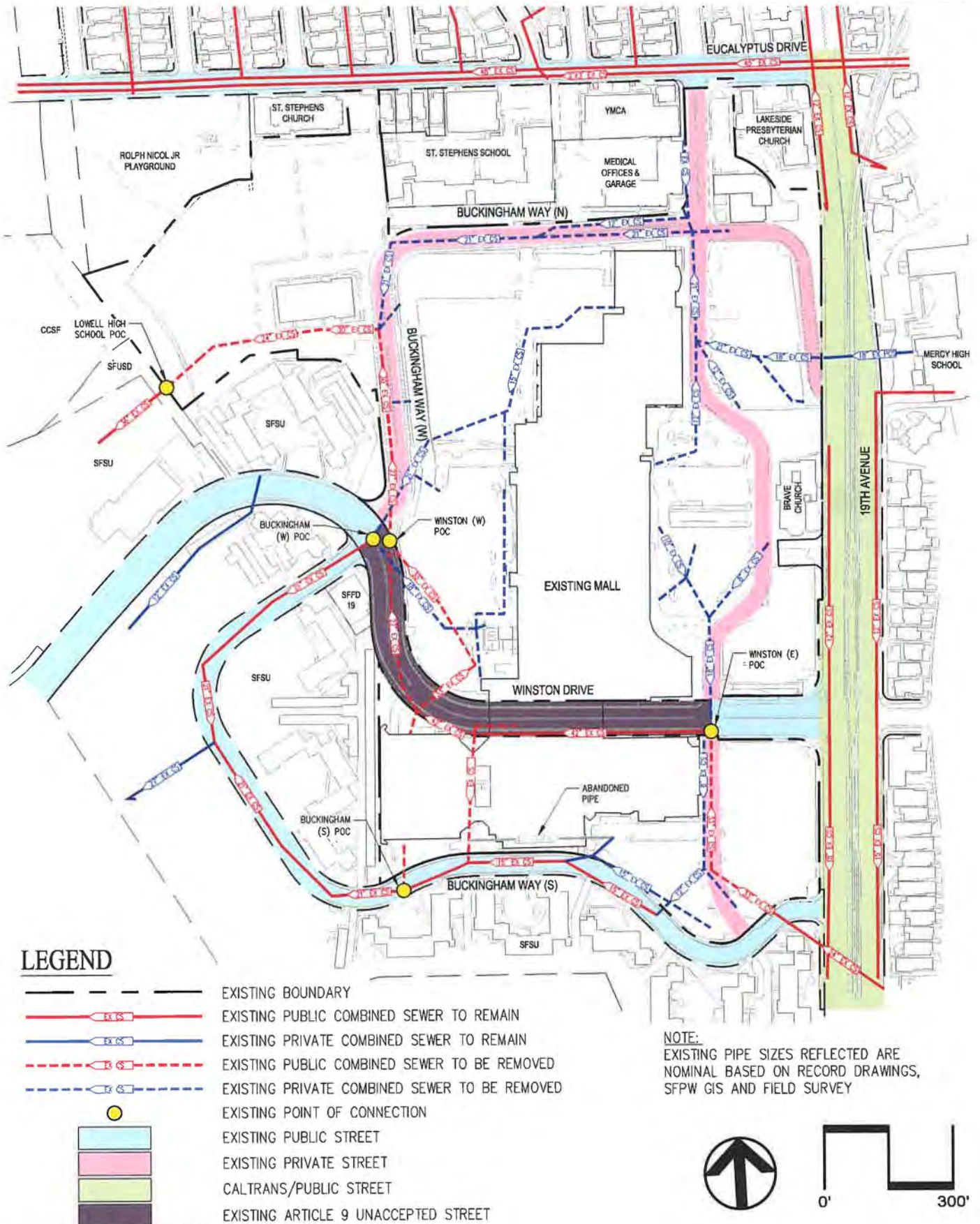


Figure 11.1 Existing Combined Sewer System

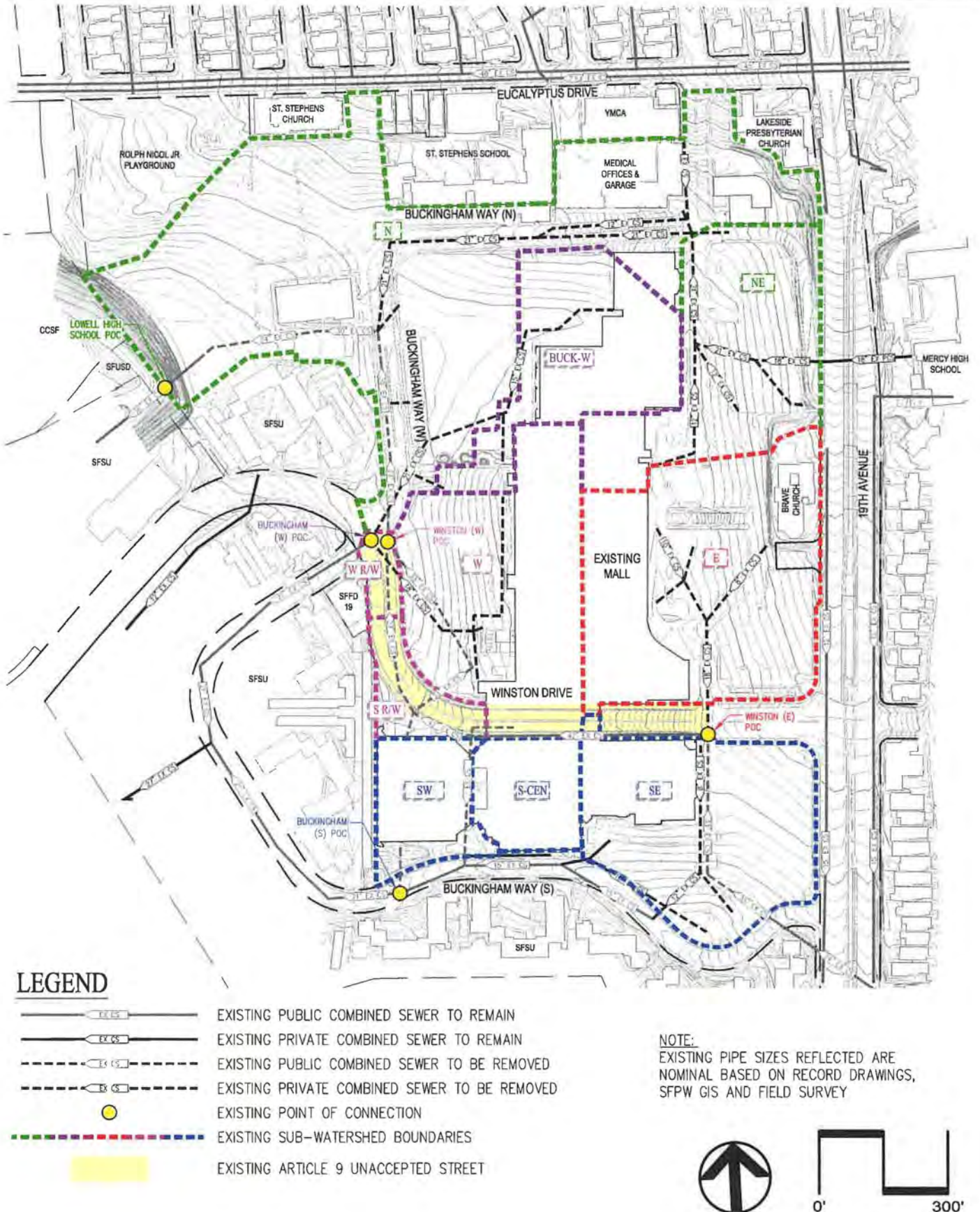


Figure 11.2 Existing Watersheds

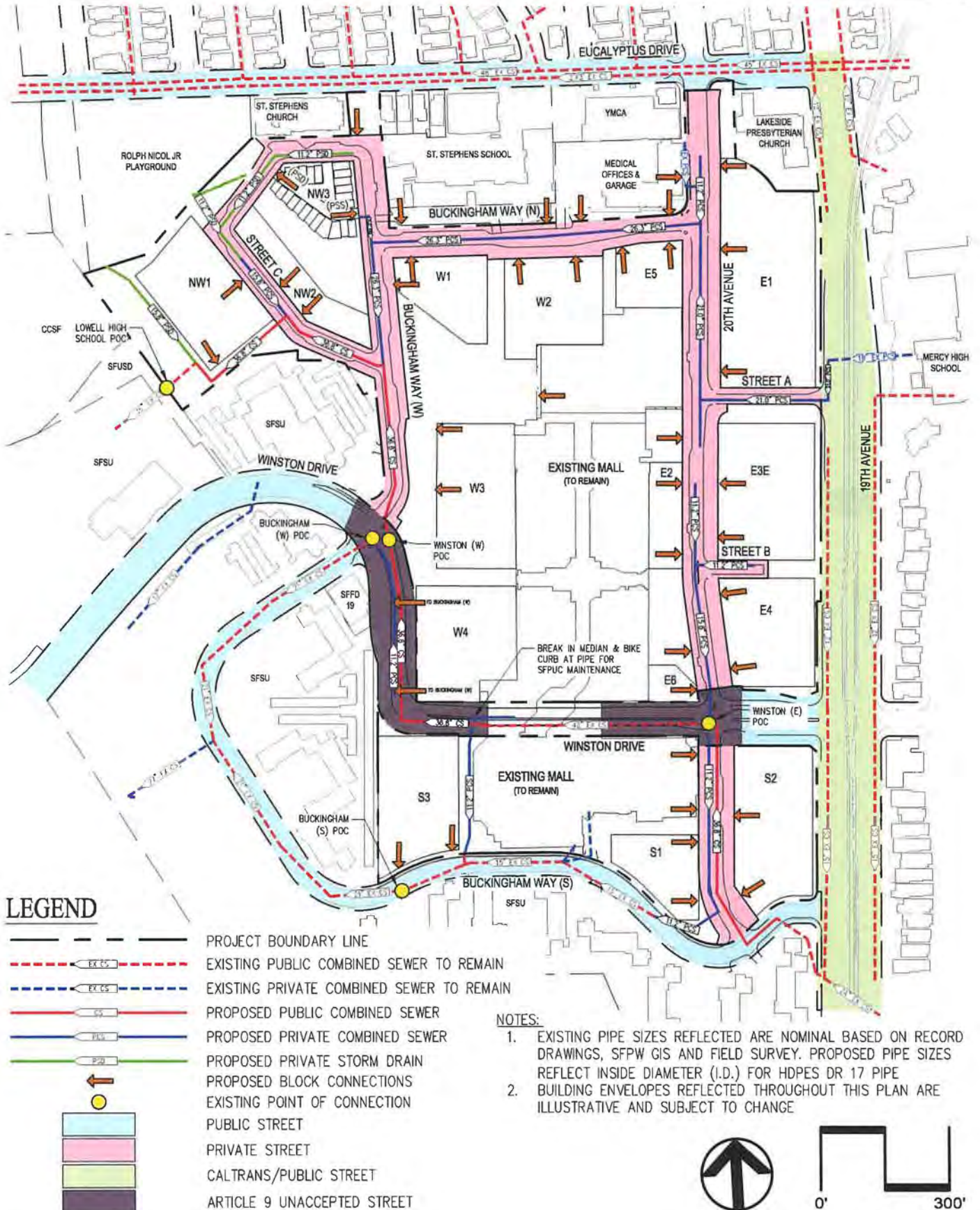


Figure 11.3 Proposed Combined Sewer System

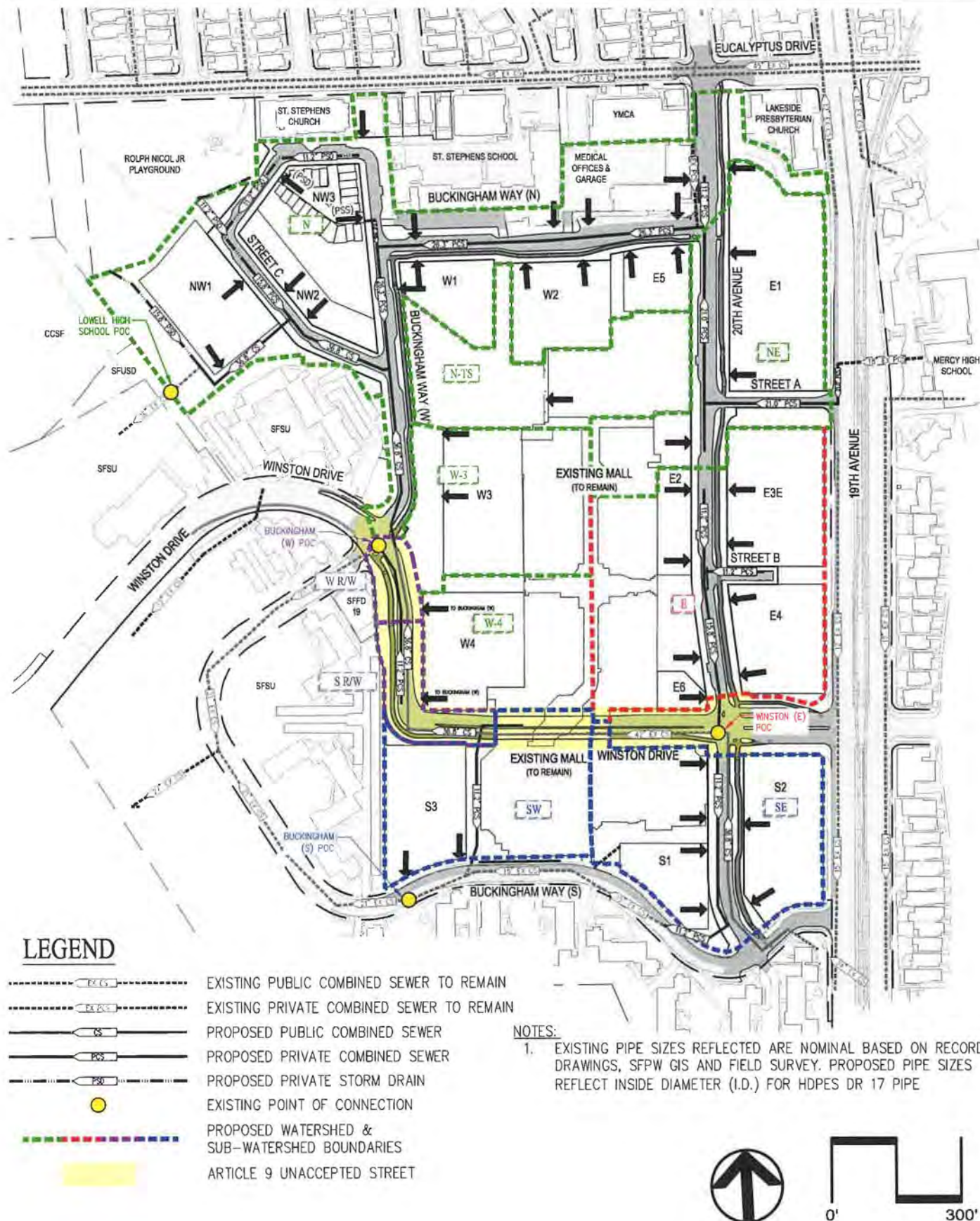


Figure 11.4 Proposed Watersheds

12 STORMWATER MANAGEMENT

12.1 Existing Stormwater Management Controls

The existing stormwater infrastructure within the Project does not include any best management practices (BMP) to manage or reduce stormwater runoff. The existing site conditions are highly impervious surfaces comprised of pavement for the existing surface parking lots and roof areas for the existing Mall and ancillary retail buildings.

12.2 Proposed Stormwater Management Systems

12.2.1 Stormwater Management Performance Requirements

The Project is more than 50% impervious in the existing condition and within the Combined Sewer Areas. In accordance with the City of San Francisco Stormwater Management Requirements (“SMRs”), the Project will reduce the runoff peak flow rate and volume of stormwater discharging into the existing combined sewer system relative to the 2-year, 24-hour design storm. The SMRs require that the runoff flow rate and volume of stormwater within the proposed Combined Sewer Areas be reduced by 25%.

12.2.2 Overview

The Project proposed Stormwater Management system will comply with the SMRs for combined sewer areas. The Project will reduce the flow rate and volume of stormwater runoff based on the thresholds defined in the SMRs.

The Project will be designed to integrate Low Impact Development (“LID”) elements with stormwater BMPs to achieve compliance with the SMRs. LID elements will include reducing stormwater runoff from impervious surfaces by integrating landscaping, rainwater harvesting, living roofs, as well as stormwater treatment and infiltration BMPs, such as permeable pavements, infiltration galleries and bioretention planters. The stormwater BMPs within the streets and open spaces will prioritize implementing surface BMP’s, such as permeable pavers and bioretention planters, that utilize the higher infiltrating Colma sand formation that underlies the Project. Infiltration of stormwater will reduce stormwater runoff discharging to the downstream combined sewer system.

Permeable pavements shall be designed per the January 2023 Green Infrastructure (GI) Typical Details, or per current typical details at time of permit submittal. Permeable pavement surfaces within privately-owned public access areas will be designed to be ADA compliant types of surfaces. These surfaces will also have minimal stormwater runoff from surrounding areas in order to ensure long-term performance. The actual locations of the green infrastructure and stormwater management systems will be

determined as part of the Basis of Design, and further refined prior to the Preliminary Stormwater Control Plan review and approval process, and the Street Improvement Permit review and approval process. Final green infrastructure design and locations to be determined during the Final Stormwater Control Plan review and approval process. See Figure 12.1 depicting the conceptual types and locations of green infrastructure anticipated within the Project. The Project intends to utilize the strategy to provide a higher threshold of flow and volume reductions at sub-watersheds with high infiltrating potential to compensate for lower thresholds of reductions in more constrained sub-watersheds. See Tables 12.1 and 12.2 for the summary of the proposed stormwater management system performance for the public right-of-way and private streets and open spaces. See the SFPUC BMP Calculator output in Appendix D demonstrating the anticipated reductions achieved by the proposed stormwater management system.

The following describes the performance requirements for the stormwater management system.

12.2.3 New Public Right-of-Way (Article 9 Unaccepted Street Area)

The proposed Winston Drive reconstruction, west of the Winston Tunnel to Buckingham Way (W) intersection, will be designed with integrated green infrastructure to the maximum extent feasible to meet SMR compliance. Winston Drive between Buckingham Way (W) and 20th Avenue will remain an Unaccepted Street per Article 9 of the CCSF Public Works Code. These facilities will include bioretention basins and infiltration rain gardens, located within the public right-of-way. The W R/W sub-watershed is constrained by transit stops, EVAs and underground utilities. As such, public right-of-way compliance may not be achieved within this right-of-way sub-watershed. In the event that a public right-of-way sub-watersheds cannot meet SMR compliance, private streets or private open space sub-watersheds within the Project will over comply and provide a higher level of flow and volume reductions to mitigate the deficit within the public right-of-way sub-watershed. These BMPs will be designed as off-line facilities and consistent with the City's Green Infrastructure Typical Details. The adjacent Property Owner will be responsible for maintaining the stormwater management facilities located within the Article 9 Unaccepted Street area of the public right-of-way that manage public street and sidewalk area runoff. See Figure 12.1 for the location and type of green infrastructure facilities located in the public right-of-way.

12.2.4 Private Streets and Private Open Space Areas

The proposed private streets and private open spaces will be designed with integrated green infrastructure. These will include landscaping, rain gardens, bioretention basins, infiltration galleries, and the use of permeable pavements. These green infrastructure facilities will detain and infiltrate stormwater in order to achieve the reductions in peak

flow rates and volume in accordance with the SMRs prior to discharge to the public combined sewer system. The stormwater BMPs within the streets and open spaces will prioritize implementing surface BMP's, such as permeable pavers and bioretention planters, that utilize the higher infiltrating Colma sand formation that underlies the Project. Earlier phased sub-watersheds may over-comply stormwater to account for later phased constrained sub-watersheds that under-comply stormwater. This approach will ensure SMR compliance within all private street and private open space areas. Additionally, some private streets and private open spaces will over comply with the SMR requirements to mitigate under compliance within the public right of way sub-watersheds. These specific areas of over-compliance will be further studied and identified with the Grading and Drainage MUP and Basis of Design review and approval process. The private streets and private open space stormwater management system will be maintained and owned by the Project Master Association. See Figure 12.1 for the location and type of green infrastructure within the Project.

12.2.5 Building Envelopes

The building envelopes will be designed to provide runoff volume and flow rate reductions within each building envelope to achieve compliance with the SMRs. This will include the implementation of additional stormwater BMPs, such as living roofs, rainwater harvesting, permeable surfaces, flow-through planters, rain gardens or bioretention basins. The private owner of each building envelope will be responsible for the maintenance of stormwater management facilities within that building envelope.

12.2.6 Areas Not Subject to the SMO

The Project includes areas that are not subject to the SMO. Winston Drive from 19th Avenue through the Winston Tunnel, Buckingham Way (S), and 19th Avenue along the Project frontage are all not subject to the SMO as the proposed street improvements are within the existing public right-of-way. The existing Mall that will remain and is also not subject to the SMO. See Figure 12.1 depicting the areas not subject to the SMO.

Table 12.1 – New Public Right-of-Way Conceptual Stormwater Management Compliance Summary

Point of Connection (POC)	Sub-Watershed	2-YR, 24 HR PEAK FLOW (CFS)			2-YR, 24 HR RUNOFF VOLUME (FT ³)		
		Existing Conditions	Proposed Conditions	% Reduction from Existing Conditions	Existing Conditions	Proposed Conditions	% Reduction from Existing Conditions
Buckingham (W)	W R/W	0.766	0.726	5%	4,361	4,158	5%
	S R/W	0.997	0.431	57%	5,942	4,247	29%
Overall Total		1.763	1.157	34%	10,303	8,405	18%

Table 12.2 – Private Street / Private Open Space Conceptual Stormwater Management Compliance Summary

Point of Connection (POC)	Sub-Watershed	2-YR, 24 HR PEAK FLOW (CFS)			2-YR, 24 HR RUNOFF VOLUME (FT ³)		
		Existing Conditions	Proposed Conditions	% Reduction from Existing Conditions	Existing Conditions	Proposed Conditions	% Reduction from Existing Conditions
Lowell High School (N)	N	14.785	10.940	26%	78,496	59,249	25%
	NE	2.382	1.752	19%	12,045	11,960	1%
	N-TS	2.771	0.116	96%	14,360	2,104	85%
	W-3	0.997	0.443	56%	5,710	2,967	48%
	SUBTOTAL	20.935	13.251	37%	110,611	76,280	31%
Winston (E)	E	1.636	1.198	27%	9,594	7,104	25%
Buckingham Way (S)	SE	1.695	1.269	25%	9,893	8,321	16%
	SW	0.130	0.093	28%	993	543	45%
	SUBTOTAL	1.825	1.362	25%	10,886	8,864	19%
Overall Total		24.396	15.811	35%	131,091	92,248	30%

12.3 Stormwater Control Plans

The stormwater management strategies will be documented in a series of Stormwater Control Plans (SCP) in compliance with SFPUC Stormwater Management Regulations and the requirements of the SMR. The Grading, Combined Sewer and Stormwater Master Plan shall provide a planning level list of anticipated SCP submittals with both the public streets, private streets and open spaces, and for the private building envelope parcels.

12.3.1 Public Right-of-Way

Public right-of-way improvement projects will submit Preliminary Stormwater Control Plans (SCP) and Final SCPs for approval by the SFPUC prior to SFPW Improvement Plan permit issuance, where improvements include stormwater BMPs required for SMO compliance. A Preliminary SCP shall be submitted to the SFPUC at, or before, the 60% Improvement Plan milestone. The Final SCP shall be submitted at, or before, the 100% Improvement Plan milestone. Approval by SFPUC shall occur prior to issuance of the associated Street Improvement Plan permit. If SMO compliance is not fully met within the right-of-way, the Project will be responsible for creating and submitting a "SMO Tracking Table" with each corresponding SCP to track compliance within each watershed (POC) and sub-watershed, as well as overall Project compliance.

12.3.2 Private Streets and Private Open Spaces

Private street and private open space parcel SCP's will be approved via the standard SCP review and approval process for a DBI permitted project. SCP approval of private GI

facilities will require a Maintenance Agreement to be signed and recorded on the GI associated with each SCP. If SMO compliance is not fully met within a Private Street or Private Open Space Area, the Project will be responsible for creating and submitting an “SMO Tracking Table” with each corresponding SCP to track compliance within each watershed (POC) and sub-watershed, as well as overall Project compliance.

12.3.3 Building Envelopes

Building envelope parcel SCP's will be approved via the standard SCP review and approvals process for a DBI permitted project. SCP approval of private GI facilities will require a Maintenance Agreement to be signed and recorded on the GI associated with each SCP. Building envelope parcels are required to fully comply with the SMRs within the building envelope and/or parcel.

In the event private open space areas are permitted in conjunction with a building envelope parcel, a single SCP and Maintenance Agreement may be approved and recorded for both the building and the private open space area combined. Ownership and maintenance of these GI facilities would fall to the building owner and not the Project Master Association.

12.4 **Stormwater Management System Phasing**

The Project Sponsor will design and install the new stormwater management system necessary to achieve SMR compliance during each proposed Development Phase. The amount and location of the proposed stormwater management systems shall be installed to ensure full compliance by the end of each completed Development Phase(s).

At all phases of the development, the Project Sponsor must provide functioning and adequate stormwater management in compliance with the SFPUC's post-construction stormwater management requirements and the SMR. In addition, the Project Sponsor must complete the construction of the approved stormwater management improvements required for each development phase prior to receiving a Certification of Completion for the Development Phase.

The Grading, Combined Sewer and Stormwater Master Plans are to include details regarding the Project phasing. This is to include details clearly depicting phasing limits, permitting timelines, and anticipated completion timelines.

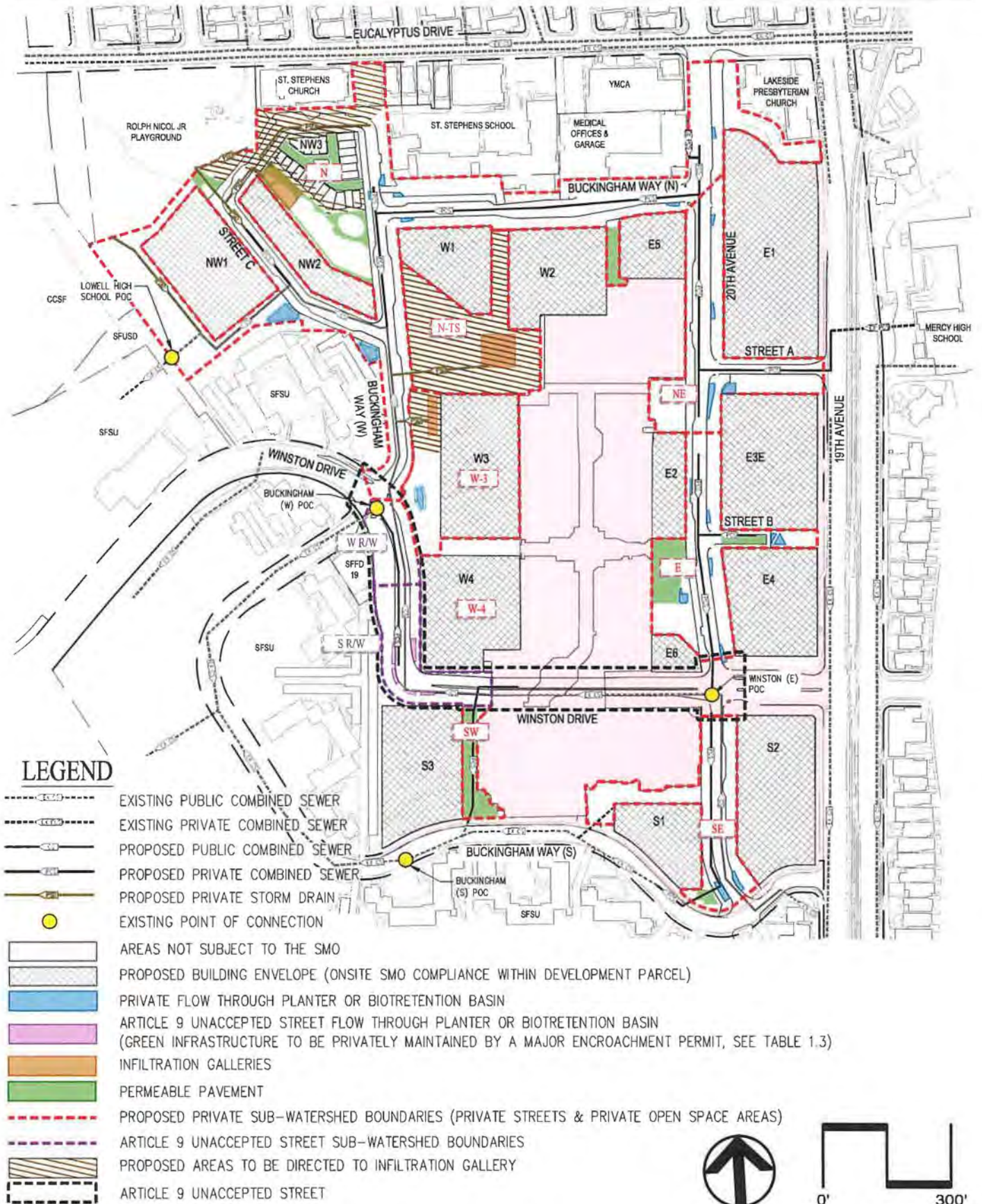


Figure 12.1 Conceptual Stormwater Management System

13 DRY UTILITIES

13.1 Existing Dry Utility Systems

13.1.1 Electric

Within and surrounding the Project Site there are existing underground Pacific Gas and Electric (“PG&E”) 4.16 and 12kV distribution systems. The main electrical feeders into the project site are located along the eastern segments of Winston Drive and Eucalyptus Way. There are a number of existing transformers and underground vaults within the Project site providing service to the existing Mall and surrounding uses. The existing electrical system is routed around the existing Mall along the current alignment of 20th Avenue, Buckingham Way (W) and (N) and Winston Drive. Winston Drive between Buckingham Way (W) and 20th Avenue is an existing Unaccepted Street per Article 9 of the CCSF Public Works Code. There are no existing electrical distribution facilities within Buckingham Way (S).

13.1.2 Natural Gas

The existing Mall and surrounding uses within the Project are currently served from existing gas distribution pipelines. There are existing natural gas distribution lateral pipelines located in segments of 20th Avenue, Winston Drive, Buckingham Way (N) and (S). The existing natural gas distribution system does not complete a continuous loop around the existing Mall. There are also a number of services to surrounding buildings outside of the Project site. The natural gas distribution pipelines connect to the existing natural gas transmission main located along the west side of 19th Avenue, along the Project frontage.

13.1.3 Communications

AT&T and Comcast own and operate existing communication facilities in 20th Avenue, Buckingham Way (N), (W) and (S) and Winston Drive. These facilities are within underground duct banks. There are also existing City of San Francisco Communication Department of Technology Public Safety (DTPS) facilities consisting of cables in underground conduits and pull stations located along 20th Avenue within the Project site.

The existing dry utilities within and surrounding the Project are depicted on Figure 13.1.

13.2 Proposed Dry Utility Systems

The Project Sponsor’s infrastructure obligations include the design and construction of the proposed dry utility systems within the Project. These systems will be located in a common, joint trench where feasible. The joint trench system will include facilities such as electric, natural gas,

communications and street lighting facilities. The utility companies will maintain and operate their respective facilities in accordance with their franchise agreements with the City within the public streets and per the utility easements within the private streets. The proposed Joint Trench Layout is depicted on Figure 13.2.

13.2.1 Electric

The total cumulative peak power demand (design) associated with the Project is approximately 14 MVA. This has been estimated based on typical utility demands for the proposed types of land use and Project climate zone.

The proposed electric distribution system will be installed in a joint trench system. These facilities will be located within the proposed public (including the Article 9 Unaccepted Street portion of Winston Drive) and private streets providing service to the various uses throughout the Project.

Electric service to the Project may be provided by SFPUC or PG&E. SFPUC electric service is contingent on completion of a feasibility study pursuant to the Development Agreement.

The Project has a number of existing electrical conduits, vaults and transformers within the site in order to deliver electric service to the existing Mall and surrounding users. These facilities will be located, potholed and included in all Improvement Plans to assure proper coordination and proper clearances for construction phasing.

The Project will be responsible for trenching, installing conduit and substructures required to complete a fully operational electric distribution system. The distribution system elements such as switches, transformers and cables, will be provided by the electric provider. The costs associated with the installation of these elements will be pursuant to the applicable CPUC tariffs (for PG&E) or SFPUC Rules and Regulations Governing Electric Service (for SFPUC).

13.2.2 Natural Gas

The Project will comply with the City's All-Electric New Construction Ordinance for all newly constructed buildings. The existing Mall will maintain all existing gas services. Existing properties along the north side of Buckingham Way (N) and 20th Avenue (north of Buckingham Way (N)) will maintain all existing gas services as these properties are not part of the Project.

The gas distribution system is planned to be an element of a joint trench system. This is necessary to maintain service to the existing Mall and other surrounding users. The

Project Sponsor will be responsible for construction of gas mains within limited segments of the proposed roadway network.

13.2.3 Lighting

The Project will install a street lighting system on all streets. The street lights and system within the public streets, excluding the Article 9 Unaccepted Street portion of Winston Drive, will be owned and maintained by the SFPUC. The light features and poles within the public streets will be selected from the SFPUC catalogue and be consistent with the SFPUC design standards for spacing, photometrics and installation details. The light systems within the Article 9 Unaccepted Street portion of Winston Drive, the private streets, parks and plazas will be privately owned and maintained by the Project Master Association. Where any existing sidewalk or median areas are being altered by the Project, new streetlights shall be installed to meet current photometric standards at the time of the permitting. Streetlight conduit within public streets will be located under the sidewalk.

13.2.4 Communications

The communications systems are planned to be an element of a joint trench or common trench system.

AT&T, Comcast, other Telecom providers, and DTPS will provide new service for the proposed Project 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, other Telecom providers, and DTPS, as well as installing conduits and substructures for AT&T, other Telecom providers, and DTPS. To the maximum extent feasible, new DTPS conduit shall be installed and active prior to the demolition of the existing DTPS conduit to maintain communications to existing facilities to remain. Some of the project AT&T and other telecom providers costs may be reimbursable based on applied tariffs. Comcast will provide the placement of their facilities at their own expense.

13.2.5 Renewables

The project will comply with the San Francisco Green Building Code Better Roof requirements, which will include photovoltaic generation on a portion of the roofs providing additional on-site renewable energy resources. The photovoltaic generation on-site will be subject to the power provider's requirements.

Solar photovoltaic arrays could be located on various project rooftops and interconnected with a proposed Project dry utility system to serve the distribution system capable of balancing captive supply and demand resources. The Project will reduce energy losses in

transmission and distribution, increasing efficiency of the electric delivery system. The Project will be backed up by the Project Electric System and will not supply all project electrical demand.

13.3 Proposed Dry Utility System Phasing

The Project will design and install the new joint trench system as-needed to facilitate a specific proposed Development Phase, and consistent with the requirements of the Project Phasing Plan. The amount and location of the proposed joint trench installed will be the minimum necessary to support the Development Phase. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Project Sponsor. Temporary joint trench or overhead facilities and poles may be constructed and maintained by the Project Sponsor as necessary to maintain service to existing buildings or adjacent properties as necessary.

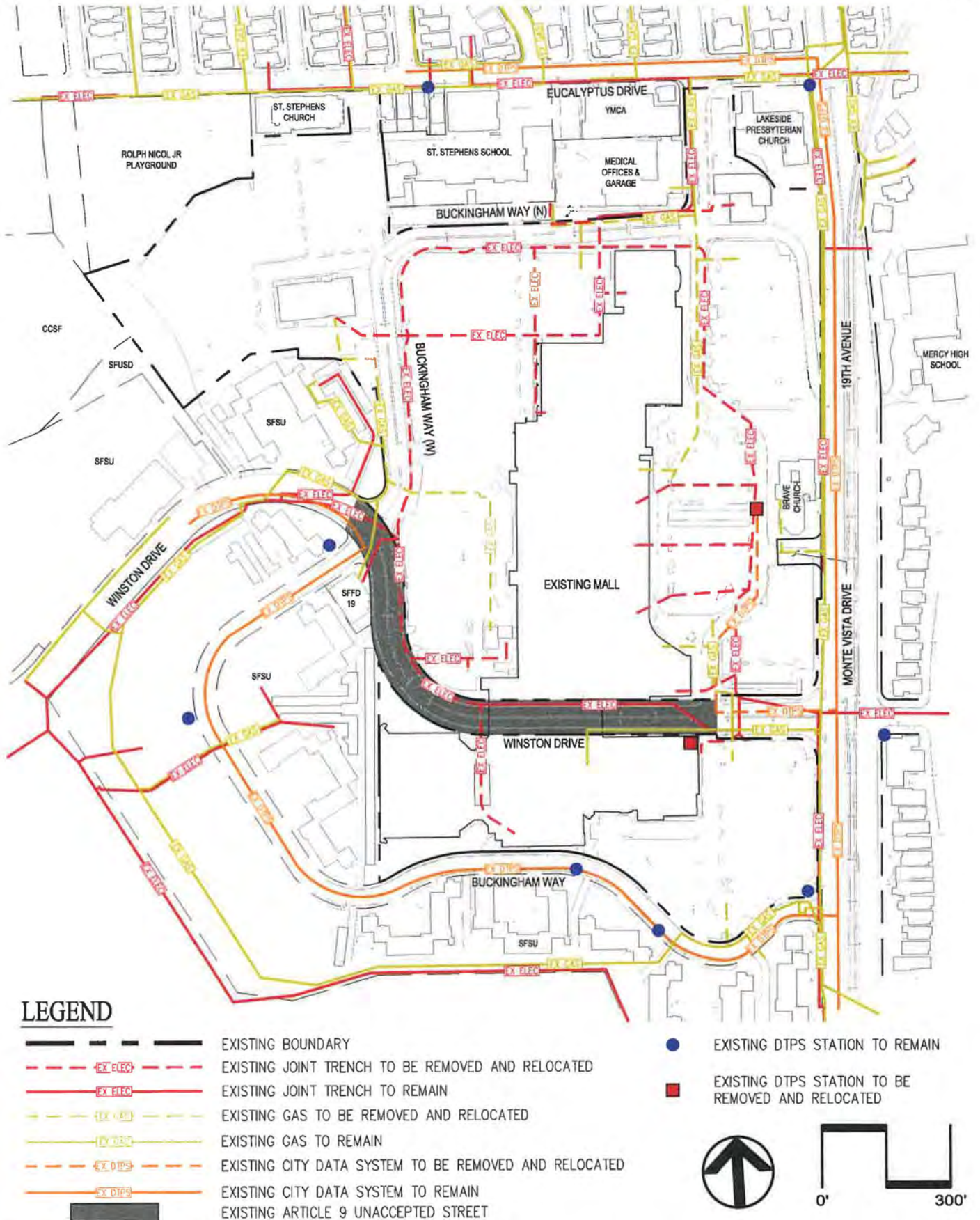
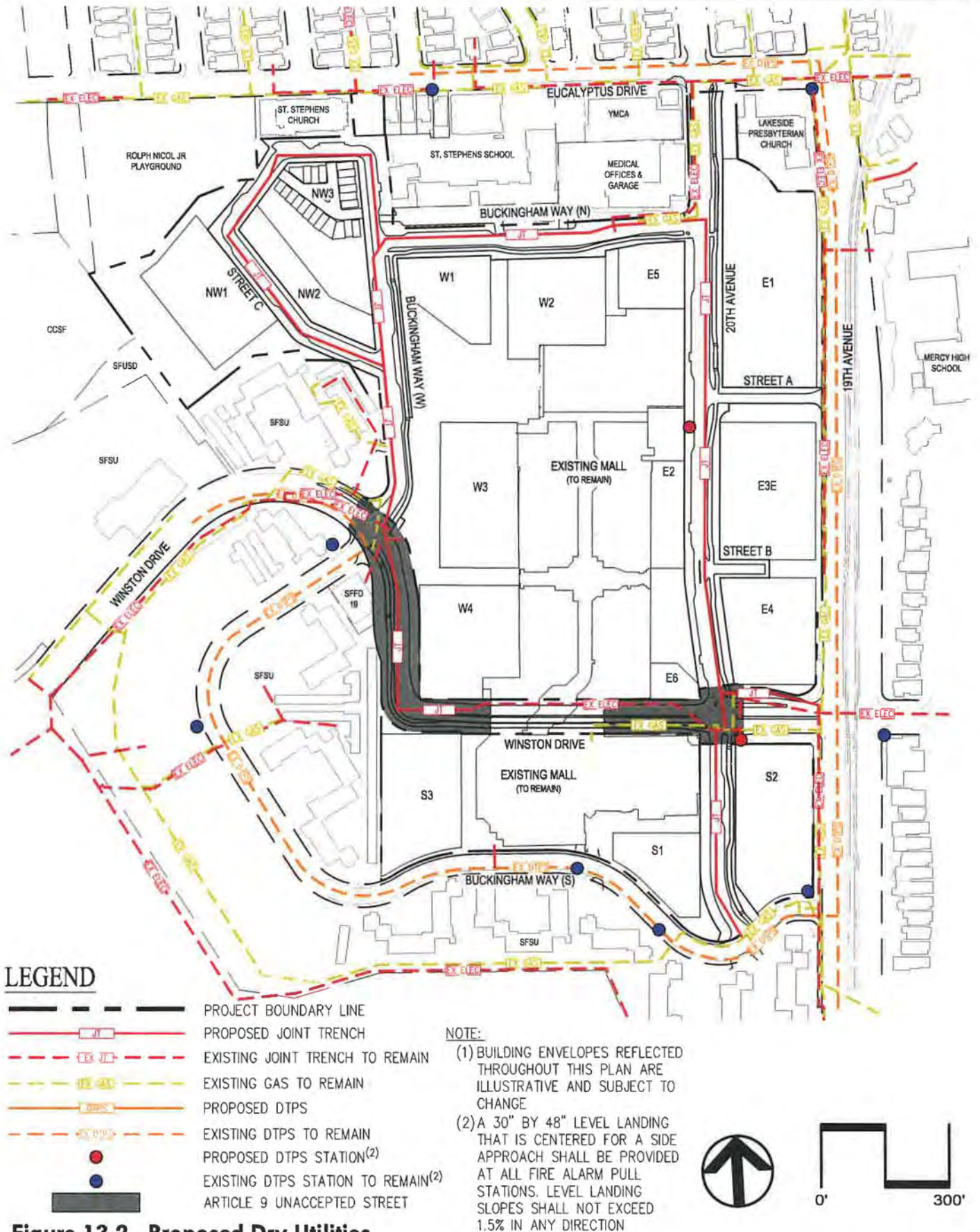


Figure 13.1 Existing Dry Utilities





LEGEND

	PROJECT BOUNDARY LINE
	EXISTING STREET LIGHT TO REMAIN ⁽⁴⁾
	PROPOSED PRIVATE STREET LIGHT
	PROPOSED PUBLIC STREET LIGHT
	REMOVE & REPLACE EXISTING STREET LIGHT
	PUBLIC STREET
	PRIVATE STREET
	CALTRANS/PUBLIC STREET
	ARTICLE 9 UNACCEPTED STREET

NOTE:

- (1) BUILDING ENVELOPES REFLECTED THROUGHOUT THIS PLAN ARE ILLUSTRATIVE AND SUBJECT TO CHANGE
- (2) THE MINIMUM SIDEWALK WIDTH TO INSTALL NEW STREET LIGHTS IS 7' TO PROVIDE THE REQUIRED SETBACK FROM THE FACE OF CURB & AN ACCESSIBLE ROUTE AROUND THE POLE

- (3) THIS IS A GENERAL STREETLIGHT LAYOUT, FINAL STREETLIGHT LOCATIONS & QUANTITY SUBJECT TO DETAILED PHOTOMETRICS & APPROVAL BY THE SFPUC
- (4) EXISTING LIGHTS TO REMAIN WILL BE DETERMINED WITH APPLICABLE SIP PERMIT

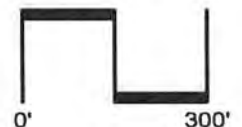


Figure 13.3 Street Light Locations

14 IMPLEMENTATION AND PERMIT REVIEW PROCESS

Roles and responsibilities of Developer and City agencies with regards to reviewing infrastructure permit applications for private open spaces and Private Streets are outlined in Exhibit H of the Project Development Agreement.

Appendix A Preliminary Geotechnical Report

Please find Appendix A available for review and download at:

<https://cbandg-my.sharepoint.com/:b:/p/aalvernaz/EeCvg7apVoNEiL3sSljVKpsBIkb4Gm2oBPfhsx8qvNgqug?e=XfruTq>

Appendix B

SFPUC Water Calculator Output

NON-POTABLE WATER CALCULATOR

Project Summary Sheet Stonestown - East Watershed

Project Contact: Julia Adams
510-326-2355
Julia.Adams@brookfieldpropertiesdevelopment.com

Total Gross Square Footage: 924,400

Estimated Building Permit Issuance Date: 1/1/2024



1. Demand and Supply Summary

Demand Met by Non-Potable Supply (gallons/year):	7,375,194	39% of total
Total Annual Water Demand (gallons/year):	19,063,700	

	6-Month Compliance Periods	
	January - June	July - December
Potable Make-Up Allocation (gallons/period):	298,719	299,651

2. Building Information Summary

Project / Building Name:	Stonestown - East Watershed
Project Address:	3251 20th Avenue
Assessor's Block & Lot No. / APN:	E2, E3, E4, E6
Date of Completion:	2038

Building Type:	Mixres
Total Building Size (GSF):	924,400
Total Lot Size (ft ²):	229,894
Number of Residential Units:	659
Impervious Surface Above Grade (ft ²):	152,508
Impervious Surface Below Grade (ft ²):	53,622
Irrigated Landscaped Area (ft ²):	32,339

3. Summary of Non-Potable Demands and Supplies for the Project

Non-Potable Supply Estimates

Onsite Alternate Water Sources	Annual Supply (gpy)	
Graywater:	0	
Blackwater:	9,529,802	(includes GW)
Condensate:	187,851	
Rainwater/Stormwater:	0	
Other Supplies:	0	
TOTAL:	9,717,653	

Non-Potable Demand Estimates

Project Non-Potable Uses	Annual Demand (gpy)
Toilets/Urinals:	3,535,754
Drain Trap Priming:	0
Irrigation:	266,509
Clothes Washing:	2,181,441
HVAC/Cooling:	1,391,490
Other Demands:	0
TOTAL:	7,375,194

NON-POTABLE WATER CALCULATOR

Project Summary Sheet Stonestown - North Watershed

Project Contact: Julia Adams
510-326-2355
Julia.Adams@brookfieldpropertiesdevelopment.com

Total Gross Square Footage: 1,266,730

Estimated Building Permit Issuance Date: 1/1/2024



1. Demand and Supply Summary

Demand Met by Non-Potable Supply (gallons/year):	9,935,376	39% of total
Total Annual Water Demand (gallons/year):	25,520,000	

6-Month Compliance Periods

	January - June	July - December
Potable Make-Up Allocation (gallons/period):	412,919	415,785

2. Building Information Summary

Project / Building Name:	Stonestown - North Watershed
Project Address:	3251 20th Avenue
Assessor's Block & Lot No. / APN:	NW1, NW2, NW3, W1, W2, E5
Date of Completion:	2038

Building Type:	Mixres
Total Building Size (GSF):	1,266,730
Total Lot Size (ft ²):	551,481
Number of Residential Units:	910
Impervious Surface Above Grade (ft ²):	119,088
Impervious Surface Below Grade (ft ²):	343,633
Irrigated Landscaped Area (ft ²):	78,504

3. Summary of Non-Potable Demands and Supplies for the Project

Non-Potable Supply Estimates

Onsite Alternate Water Sources	Annual Supply (gpy)	
Graywater:	0	(includes GW)
Blackwater:	12,274,242	
Condensate:	222,526	
Rainwater/Stormwater:	0	
Other Supplies:	0	
TOTAL:	12,496,768	

Non-Potable Demand Estimates

Project Non-Potable Uses	Annual Demand (gpy)
Toilets/Urinals:	4,454,585
Drain Trap Priming:	0
Irrigation:	820,143
Clothes Washing:	3,012,308
HVAC/Cooling:	1,648,340
Other Demands:	0
TOTAL:	9,935,376

NON-POTABLE WATER CALCULATOR

Project Summary Sheet Stonestown - Northeast Watershed

Project Contact: Julia Adams
510-326-2355
Julia.Adams@brookfieldpropertiesdevelopment.com

Total Gross Square Footage: 650,992

Estimated Building Permit Issuance Date: 1/1/2024



1. Demand and Supply Summary

Demand Met by Non-Potable Supply (gallons/year):	3,931,912	39% of total
Total Annual Water Demand (gallons/year):	9,984,900	

	6-Month Compliance Periods	
	January - June	July - December
Potable Make-Up Allocation (gallons/period):	162,105	162,966

2. Building Information Summary

Project / Building Name:	Stonestown - Northeast Watershed
Project Address:	3251 20th Avenue
Assessor's Block & Lot No. / APN:	E1 / E7
Date of Completion:	2038

Building Type:	Mixres
Total Building Size (GSF):	650,992
Total Lot Size (ft ²):	187,917
Number of Residential Units:	352
Impervious Surface Above Grade (ft ²):	108,129
Impervious Surface Below Grade (ft ²):	66,245
Irrigated Landscaped Area (ft ²):	27,910

3. Summary of Non-Potable Demands and Supplies for the Project

Non-Potable Supply Estimates

Onsite Alternate Water Sources	Annual Supply (gpy)	
Graywater:	0	(includes GW)
Blackwater:	4,874,599	
Condensate:	91,963	
Rainwater/Stormwater:	0	
Other Supplies:	0	
TOTAL:	4,966,562	

Non-Potable Demand Estimates

Project Non-Potable Uses	Annual Demand (gpy)
Toilets/Urinals:	1,839,301
Drain Trap Priming:	0
Irrigation:	246,205
Clothes Washing:	1,165,201
HVAC/Cooling:	681,205
Other Demands:	0
TOTAL:	3,931,912

NON-POTABLE WATER CALCULATOR

Project Summary Sheet Stonestown - Southeast Watershed

Project Contact: Julia Adams
510-326-2355
Julia.Adams@brookfieldpropertiesdevelopment.com

Total Gross Square Footage: 924,600



Estimated Building Permit Issuance Date: 1/1/2024

1. Demand and Supply Summary

Demand Met by Non-Potable Supply (gallons/year):	6,609,262	38% of total
Total Annual Water Demand (gallons/year):	17,213,000	

	6-Month Compliance Periods	
	January - June	July - December
Potable Make-Up Allocation (gallons/period):	271,042	271,704

2. Building Information Summary

Project / Building Name:	Stonestown - Southeast Watershed
Project Address:	3251 20th Avenue
Assessor's Block & Lot No. / APN:	S1 & S2
Date of Completion:	2038

Building Type:	Mixres
Total Building Size (GSF):	924,600
Total Lot Size (ft ²):	150,336
Number of Residential Units:	624
Impervious Surface Above Grade (ft ²):	95,034
Impervious Surface Below Grade (ft ²):	44,918
Irrigated Landscaped Area (ft ²):	22,182

3. Summary of Non-Potable Demands and Supplies for the Project

Non-Potable Supply Estimates

Onsite Alternate Water Sources	Annual Supply (gpy)	(includes GW)
Graywater:	0	
Blackwater:	8,448,082	
Condensate:	159,543	
Rainwater/Stormwater:	0	
Other Supplies:	0	
TOTAL:	8,607,625	

Non-Potable Demand Estimates

Project Non-Potable Uses	Annual Demand (gpy)
Toilets/Urinals:	3,172,476
Drain Trap Priming:	0
Irrigation:	189,406
Clothes Washing:	2,065,583
HVAC/Cooling:	1,181,797
Other Demands:	0
TOTAL:	6,609,262

NON-POTABLE WATER CALCULATOR

Project Summary Sheet Stonestown - Southwest Watershed

Project Contact: Julia Adams
510-326-2355
Julia.Adams@brookfieldpropertiesdevelopment.com

Total Gross Square Footage: 493,900



Estimated Building Permit Issuance Date: 1/1/2024

1. Demand and Supply Summary

Demand Met by Non-Potable Supply (gallons/year):	3,151,753	37% of total
Total Annual Water Demand (gallons/year):	8,458,300	

6-Month Compliance Periods

	January - June	July - December
Potable Make-Up Allocation (gallons/period):	130,458	130,679

2. Building Information Summary

Project / Building Name:	Stonestown - Southwest Watershed
Project Address:	3251 20th Avenue
Assessor's Block & Lot No. / APN:	S3
Date of Completion:	2038

Building Type:	Mixres
Total Building Size (GSF):	493,900
Total Lot Size (ft ²):	69,239
Number of Residential Units:	315
Impervious Surface Above Grade (ft ²):	54,086
Impervious Surface Below Grade (ft ²):	2,446
Irrigated Landscaped Area (ft ²):	8,724

3. Summary of Non-Potable Demands and Supplies for the Project

Non-Potable Supply Estimates

Onsite Alternate Water Sources	Annual Supply (gpy)	
Graywater:	0	
Blackwater:	4,136,721	(includes GW)
Condensate:	72,952	
Rainwater/Stormwater:	0	
Other Supplies:	0	
TOTAL:	4,209,672	

Non-Potable Demand Estimates

Project Non-Potable Uses	Annual Demand (gpy)
Toilets/Urinals:	1,505,675
Drain Trap Priming:	0
Irrigation:	62,973
Clothes Washing:	1,042,722
HVAC/Cooling:	540,383
Other Demands:	0
TOTAL:	3,151,753

NON-POTABLE WATER CALCULATOR

Project Summary Sheet Stonestown - W-3 Watershed

Project Contact: Julia Adams
510-326-2355
Julia.Adams@brookfieldpropertiesdevelopment.com

Total Gross Square Footage: 472,489



Estimated Building Permit Issuance Date: 1/1/2024

1. Demand and Supply Summary

Demand Met by Non-Potable Supply (gallons/year):	3,396,912	38% of total
Total Annual Water Demand (gallons/year):	8,898,800	

6-Month Compliance Periods

	January - June	July - December
Potable Make-Up Allocation (gallons/period):	140,460	140,957

2. Building Information Summary

Project / Building Name:	Stonestown - W-3 Watershed
Project Address:	3251 20th Avenue
Assessor's Block & Lot No. / APN:	W3
Date of Completion:	2038

Building Type:	Mixres
Total Building Size (GSF):	472,489
Total Lot Size (ft ²):	89,831
Number of Residential Units:	326
Impervious Surface Above Grade (ft ²):	62,169
Impervious Surface Below Grade (ft ²):	20,308
Irrigated Landscaped Area (ft ²):	16,095

3. Summary of Non-Potable Demands and Supplies for the Project

Non-Potable Supply Estimates

Onsite Alternate Water Sources	Annual Supply (gpy)	
Graywater:	0	
Blackwater:	4,321,456	(includes GW)
Condensate:	78,670	
Rainwater/Stormwater:	0	
Other Supplies:	0	
TOTAL:	4,400,126	

Non-Potable Demand Estimates

Project Non-Potable Uses	Annual Demand (gpy)
Toilets/Urinals:	1,592,933
Drain Trap Priming:	0
Irrigation:	142,107
Clothes Washing:	1,079,135
HVAC/Cooling:	582,737
Other Demands:	0
TOTAL:	3,396,912

NON-POTABLE WATER CALCULATOR

Project Summary Sheet Stonestown - W-4 Watershed

Project Contact: Julia Adams
510-326-2355
Julia.Adams@brookfieldpropertiesdevelopment.com

Total Gross Square Footage: 399,787



Estimated Building Permit Issuance Date: 1/1/2024

1. Demand and Supply Summary

Demand Met by Non-Potable Supply (gallons/year):	3,107,091	38% of total
Total Annual Water Demand (gallons/year):	8,252,600	

6-Month Compliance Periods

	January - June	July - December
Potable Make-Up Allocation (gallons/period):	127,982	128,223

2. Building Information Summary

Project / Building Name:	Stonestown - W-4 Watershed
Project Address:	3251 20th Avenue
Assessor's Block & Lot No. / APN:	W4
Date of Completion:	2038

Building Type:	Mixres
Total Building Size (GSF):	399,787
Total Lot Size (ft ²):	66,285
Number of Residential Units:	305
Impervious Surface Above Grade (ft ²):	58,742
Impervious Surface Below Grade (ft ²):	6,491
Irrigated Landscaped Area (ft ²):	9,533

3. Summary of Non-Potable Demands and Supplies for the Project

Non-Potable Supply Estimates

Onsite Alternate Water Sources	Annual Supply (gpy)	
Graywater:	0	(includes GW)
Blackwater:	4,035,093	
Condensate:	73,580	
Rainwater/Stormwater:	0	
Other Supplies:	0	
TOTAL:	4,108,672	

Non-Potable Demand Estimates

Project Non-Potable Uses	Annual Demand (gpy)
Toilets/Urinals:	1,483,386
Drain Trap Priming:	0
Irrigation:	69,051
Clothes Washing:	1,009,620
HVAC/Cooling:	545,034
Other Demands:	0
TOTAL:	3,107,091

Appendix C

Preliminary Low Pressure Water Hydraulic Model

(Note: The preliminary model is conceptual and has not been fully reviewed and approved by SFPUC. The final LPW system pipeline sizes will be verified and approved by the SFPUC's review of the hydraulic modeling in the LPW Master Utility Plan.)

Technical Memorandum

To: Angelo Obertello, P.E. – Carlson, Barbee & Gibson, Inc.
Ashley Alvernaz, P.E. – Carlson, Barbee & Gibson, Inc.

From: Hayden Robertson, E.I.T.
Chad Coleman, P.E.

Date: September 20, 2023

Project: Stonestown Mall Water System Modelling

Subject: Low Pressure Water System Design Recommendations

PURPOSE

Carlson, Barbee & Gibson (CBG, Client) is completing design for the redevelopment of the Stonestown Mall low pressure water system in San Francisco, CA. Coleman Engineering was retained by the Client to verify that the proposed system parameters comply with the applicable standards of the San Francisco Public Utilities Commission (SFPUC) for flow and pressure within the system. To accomplish this, Coleman Engineering created a computer model that simulates the anticipated conditions of the redeveloped system.

This Technical Memorandum summarizes the assumptions, design criteria, and results of the computer model created for the proposed low pressure water system for the Stonestown Mall. This memorandum also details our recommended system design, which includes pipe sizes that comply with SFPUC standards based on model results.

MODEL

Coleman Engineering used Bentley WaterCAD v8i software to model the proposed water system for the Stonestown Mall site. CBG provided the information necessary to model the proposed water system, which included site topography, pipe diameters, pipe materials, and the proposed pipe layout.

The model was created by drawing the pipe network in AutoCAD using the Proposed Low Pressure Water System basemap provided by CBG (**Attachment 1**). Once scaled, the pipe network was imported into WaterCAD. Pipe diameters, pipe materials, and the elevations derived from site topography were input into WaterCAD. The topographic map of the site provided by CBG was used to ascertain water system elevations.

Attachment 2 displays a site plan of the existing water system within the Stonestown Mall site using Google Earth satellite imagery.

WATER SYSTEM DEMANDS AND DESIGN CRITERIA

Water system design criteria was determined using the requirements detailed in the following documents:

- *San Francisco Public Utilities Commission – Standard Specifications for Installation of Ductile Iron Water Mains 16-inches and Smaller (Standard Specifications)*
- *San Francisco Public Utilities Commission – Potable Water Distribution System Basemaps*
- *Proposed Low Pressure Water System, by Carlson, Barbee & Gibson, Inc. (Improvement Plans)*
- *2.16 Submittal Guidelines for Fire Department Access and Fire Flow Approval, by San Francisco Fire Department*
- *Potable Water Distribution System, by San Francisco Public Utilities Commission*
- *Non-Potable Water Calculator, by San Francisco Public Utilities Commission*

The criteria itemized in this section include:

- Non-Potable Water and Fire Flow demands
- Peaking Factors
- Water System materials and sizes

Average Day Demands

Annual water demand and recycled water supply for the Stonestown Galleria was provided in the SFPUC Non-Potable Water Calculator in **Attachment 3**. Based on the data provided, the Stonestown Galleria has a total annual water demand of 97,140,100 gallons. However, non-potable water supplies provide 37,399,887 gallons of water to the site, resulting in a net demand of 59,740,213 gallons per year, or 114 gallons per minute (gpm); this is the Average Day Demand (ADD) for the system.

The ADD was evenly divided across all junctions in the model along the low-pressure water system to simulate domestic demands occurring throughout the system. Table 1 provides a summary of the demand and supply data which was documented in the Non-Potable Water Calculator.

Table 1: Summary of Demands and Non-Potable Supply

Total Annual Water Demand (gallons/year)	Demand Met by Non-Potable Supply (gallons/year)	Net Demand (gallons/year)	Net Demand (gpm)
97,140,100	37,399,887	59,740,213	114

Peaking Factors

The system's Maximum Day Demand (MDD) and Peak Hour Demand (PHD) were determined by multiplying the ADD by 1.2 and 2.6, respectively. A summary of demand flowrates and peaking factors are provided in **Table 2**:

Table 2: Water System Demands and Peaking Factors

Demand	Peaking Factor	Flow (gpm)
Average Day Demand (ADD)	-	114
Maximum Day Demand (MDD)	1.2 x ADD	137
Peak Hour Demand (PHD)	2.6 x ADD	297

Fire Flow Demands

The San Francisco Fire Department (SFFD) requires that the available fire flow capacity be no less than 3,500 gpm at a residual pressure of 20 psi for fire hydrants on new distribution pipes within the development. Additionally, NFPA requires that buildings with car stacking or electric vehicle (EV) parking must be capable of supplying 3,500 gpm at a residual pressure of 20 psi. However, according to SFFD bulletin 2.16 "Submittal Guidelines for Fire Department Access and Fire Flow Approval", hydrants on existing low-pressure water pipes are only required to supply 1,500 gpm at a residual pressure of 20 psi.

New hydrants on proposed low-pressure water pipes within the development were modeled to demand 3,500 gpm for fire flow scenarios, while hydrants on existing low-pressure water pipes were modeled to demand 1,500 gpm for fire flow scenarios.

Water System Materials and Sizes

New pipe sizes were specified by the Proposed Low Pressure Water System Improvement Plans (Improvement Plans). Existing pipe sizes, pipe materials, and the age of pipe were provided by CBG and SFPUC in **Attachment 4**; records indicate existing pipes to be a mix of Ductile Iron Pipe (DIP) and Cast Iron (CI), with an age of at least 35 years.

All new pipes were assumed to be Ductile Iron Pipe (DIP) per the Standard Specifications. New pipes were given a Hazen-Williams "C-value" of 130, while existing pipes were assigned a C-value of 115 to account for increases in frictional losses of older pipe that have occurred over the years. A C-value of 115 was determined by modifying the C value until the system produced results in accordance with the Field Flow Tests dated October 19th, 2022 (**Attachment 5**).

SYSTEM DESCRIPTION AND MODEL SETUP

The locations and alignments of existing public water transmission and distribution system pipes were determined from the Improvement Plans. Existing pipes that were modeled to be connected to the new system include:

- 8-inch distribution main in Winston Dr.
- 8-inch distribution main in 19th Ave.
- 36-inch transmission main in Eucalyptus Dr.

The proposed water distribution system will consist of a public low-pressure water main, and a private low-pressure water main as shown in **Attachment 1**. A backflow prevention device and master meter will be installed at the transition between the public and private low-pressure water mains.

Assumptions

The following model assumptions were made:

- Water supply to the system was modeled as a reservoir and pump near Hydrant Locations 2 & 3 as indicated on **Attachment 2**.
 - Reservoir elevations were initially set equal to the surveyed elevation of the fire hydrants. Reservoir elevations were then adjusted as needed until the static conditions of the model were within +/- 5% of the static pressure readings taken prior to the flow tests. Additional adjustments were made to bring modeled residual pressures within +/- 5% of the pressure recorded during the fire flow tests.
 - 3-point pump curves for the fictitious pumps were determined based on the flow rate, static pressure, and residual pressure measured at the hydrants during flow testing.
 - The locations of the hydrant flow tests were simulated to represent connection points to the existing system.
 - The fictitious pipe connecting the reservoir and pump was given a diameter of 48-inches and an effective length of 1-foot so that model runs are not affected by these fictitious pipe connections.
- A Hazen-Williams C-value of 115 was assumed for all existing pipes based on the preliminary modifications mentioned in *Water System Materials and Sizes* above, as well as the 35-year age of the pipe.
- A Hazen-Williams C-value of 130 was assumed for all new ductile iron pipe material.
- Junction and hydrant elevations were determined from survey data provided by CBG.

- Existing hydrant locations were confirmed using the 'street view' of Google Earth Pro.
- A 10-inch Febco LF860 reduced pressure zone assembly and an 8-inch Recordall Combo Meter will be installed at the connection between the private and low-pressure water mains. Product information and head loss curves for these products are provided in **Attachments 6 & 7**.
- New hydrants on proposed mains will be required to supply 3,500 gpm at a residual pressure of 20 psi. Hydrants on existing mains will be required to supply 1,500 gpm at a residual pressure of 20 psi.

Model Set Up and Adjustments

The San Francisco Fire Department conducted four Field Flow Tests in locations where the Stonestown Galleria currently receives water service; these locations are shown in **Attachment 2**. Hydrant Flow Tests 2 & 3 were performed near locations where the water distribution system for the Stonestown Galleria connects to the greater SFPUC water distribution system; these test results were used to model existing system connections via a reservoir and pump. Hydrant Flow Tests 1 & 4 were performed at far ends of the system to evaluate pressure and flowrates at points we believe these parameters will be constrained.

The results of Flow Tests 1 & 4 allowed us to simulate static conditions and fire flow demands at their test locations, and subsequently adjust model parameters until the model results conformed with the test data. Reservoir elevations and the Hazen Williams "C-value" of existing pipe were modified as appropriate until the results of the model aligned with the pressure and flowrate recorded during the field flow tests. The results of the field flow tests are provided in **Table 3**:

Table 3: Field Flow Test Results

Test Number	Location	Flow (gpm)	Static (psi)	Residual (psi)
Hydrant Flow Test #1	Winston Dr + Buckingham Way (W)	1,358	92	85
Hydrant Flow Test #2	Winston Dr + 19 th Ave	1,208	85	81
Hydrant Flow Test #3	20 th Avenue + Buckingham Way (N)	1,367	85	80
Hydrant Flow Test #4	Buckingham Way (S) + 19 th Ave	1,239	88	78

Accuracy of the Model

Tables 4 & 5 provide a comparison between the static and residual pressures observed during the hydrant flow tests and the pressures simulated by the model at Hydrants H-1 and H-4. Results of the model calibration indicated that the static pressures at H-1 and H-4 were 95 psi and 89 psi, respectively, during ADD without fire flow. Additionally, when fire flows were simulated at these hydrants, the residual pressures at H-1 and H-4 were 85 psi and 78 psi, respectively, during ADD with fire flow. Therefore, it was determined that the model was reasonably representative of the proposed low pressure water system conditions. **Attachment 8** provides an overview of the existing system layout that was used to calibrate the model. **Attachment 8** also provides the model results for the different scenarios that were used to calibrate the model.

Table 4: Static Flow Test Pressures vs Static Model Pressures

Flow Test Number	Junction ID	Static Pressure – Flow Test (psi)	Static Pressure – Model (psi)	Percent Difference (%)
Hydrant Flow Test #1	H-1	92	95	3.2
Hydrant Flow Test #4	H-4	88	89	1.1

Table 5: Residual Flow Test Pressures vs Residual Model Pressures

Flow Test Number	Junction ID	Residual Pressure – Flow Test (psi)	Residual Pressure – Model (psi)	Percent Difference (%)
Hydrant Flow Test #1	H-1	85	85	0
Hydrant Flow Test #4	H-4	78	78	0

Scenarios and Alternatives

The proposed distribution system was evaluated under ADD, PHD, and MDD + Fire Flow (FF) conditions. In these model runs, the ADD, PHD, and MDD are evenly distributed across all junctions in the model along the low-pressure water mains to simulate domestic demands occurring throughout the development. Fire flow was simulated at each hydrant in the model iteratively to assess the capability of the system to meet fire flow demands.

The following Scenarios and Alternatives were modeled and analyzed utilizing the design criteria and demand data summarized in previous sections:

Name of Scenario/Alternative	Description
Model Calibration - ADD	This scenario was used to calibrate the model under static conditions when no fire flow is being drawn. Includes the ADD from Table 1 evenly distributed across each domestic junction in the model.
Simulated Flow Test at H-1	1,358 gpm demand simulated at Hydrant H-1, located near the intersection of Winston Dr and Buckingham Way (W). 1,358 gpm was used to represent the conditions observed during Field Flow Test #1 (Attachment 5). ADD was applied evenly across all domestic junctions while fire flow was simulated at H-1.
Simulated Flow Test at H-4	1,239 gpm demand simulated at Hydrant H-4, located near the intersection of Buckingham Way and 19 th Ave. 1,239 gpm was used to represent the conditions observed during Field Flow Test #4 (Attachment 5). ADD was applied evenly across all domestic junctions while fire flow demand was simulated at H-4.
ADD	Includes the ADD from Table 1 evenly distributed across each domestic junction in the model.
PHD	Includes the PHD from Table 1 evenly distributed across each domestic junction in the model.
MDD + FF	3,500 gpm demand for each new hydrant on a proposed water pipeline, and 1,500 gpm demand for each hydrant on an existing water pipeline simulated iteratively across all hydrants in the development. MDD was applied evenly across all domestic junctions while fire flow demand was simulated iteratively at each hydrant.

MODEL RESULTS

Model results are provided for each alternative demand scenario of the proposed water distribution system in **Attachment 9**. Also included in **Attachment 9** is a layout of the model as proposed by CBG which identifies the ID for each model element.

Model results indicate that ADD, PHD, and MDD + FF conditions are met for the proposed system. Fire hydrants on existing distribution mains were found capable of supplying 1,500 gpm at a residual pressure of 20 psi, while fire hydrants on proposed distribution mains were able to supply 3,500 gpm at a residual pressure of 20 psi. Furthermore, pipe velocities in the system were within the range of velocities accepted by SFPUC. Pipe velocities were under 14 fps during MDD + FF scenarios, and pipe velocities were under 8 fps for PHD scenarios.

Note that two nodes within the model were found to have pressures exceeding 100 psi under ADD and PHD conditions, J-33 and H-26. These nodes are located at a low point in the system at the west end of Winston Drive as indicated in the model layout in **Attachment 9**.

CONCLUSION

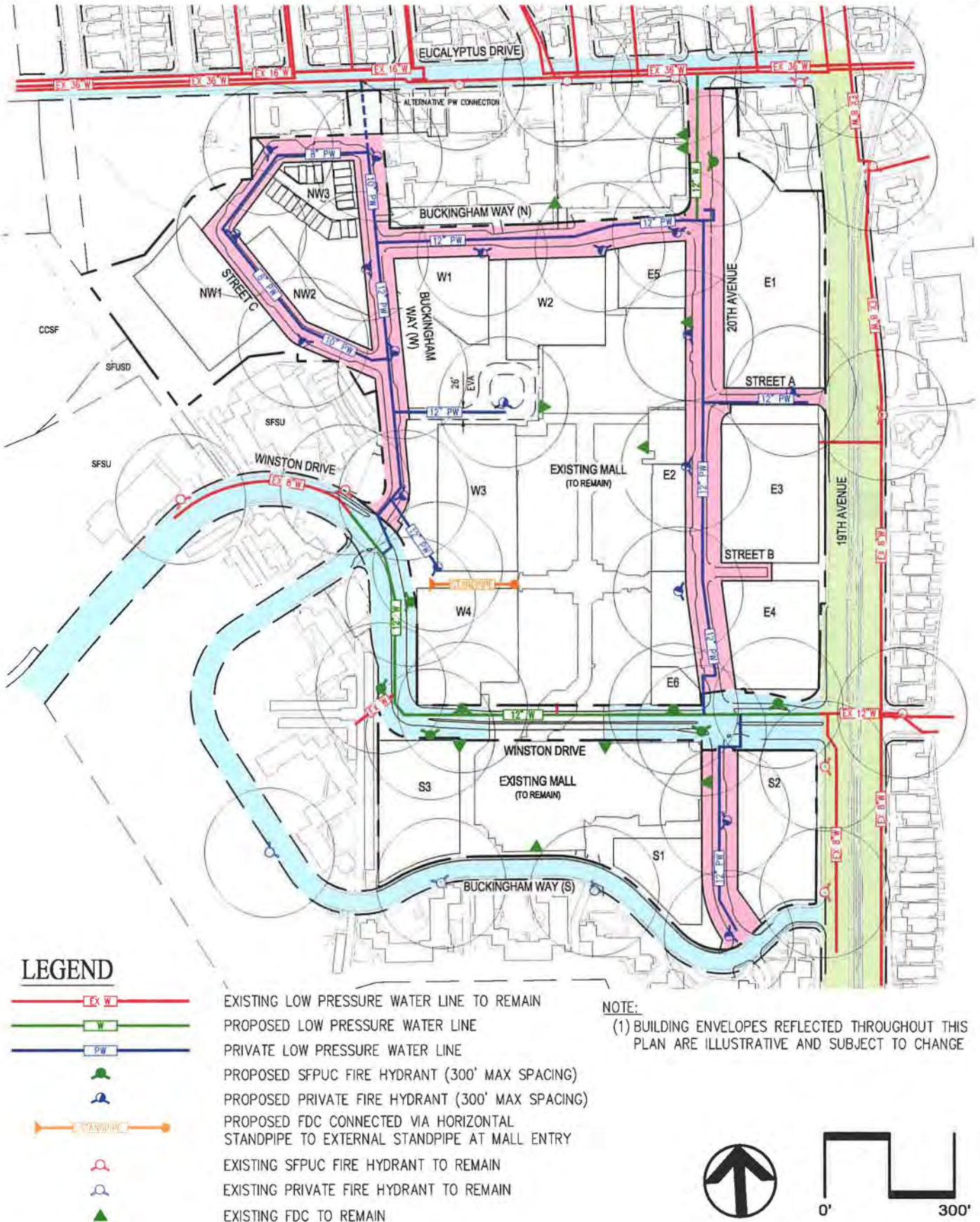
Coleman Engineering found that the water distribution system as proposed by CBG in **Attachment 1** was able to meet domestic, fire flow, and sprinkler flow demands at each node within the water distribution system for the Stonestown Mall. Furthermore, pipe velocities and pressures during ADD, PHD, and MDD + FF scenarios were within an acceptable range according to SFPUC standards.

ATTACHMENTS

- (1) Proposed Low Pressure Water System
- (2) Site Plan – Hydrant Locations
- (3) Non-Potable Water Calculator
- (4) SFPUC – Record Drawings
- (5) Field Flow Test Results
- (6) Febco LF860 Backflow Preventor Product Data Sheets
- (7) Recordall Combo Meter Product Data Sheets
- (8) Model Calibration
- (9) Model Results for System Proposed by CBG

Attachment 1

Proposed Low Pressure Water System by CBG



Attachment 2

Site Plan – Hydrant Locations

BUCKINGHAM WAY (S)

WINSTONE DRIVE

BUCKINGHAM WAY

20TH AVE

HYDRANT FLOW TEST
LOCATION #3

HYDRANT FLOW TEST
LOCATION #2

19TH AVE

HYDRANT FLOW TEST
LOCATION #4



Attachment 3

Non-Potable Water Calculator

NON-POTABLE WATER CALCULATOR

Project Summary Sheet Stonestown

Project Contact: Courtney Pash
415-902-7286
courtney.pash@brookfieldpropertiesdevelopment.com



Total Gross Square Footage: 5,156,798

Estimated Final Site/Building Permit Issuance Date: 1/1/2024

1. Demand and Supply Summary

Demand Met by Non-Potable Supply (gallons/year):	37,399,887	39% of total
Total Annual Water Demand (gallons/year):	97,140,100	

6-Month Compliance Periods

	January - June	July - December
Potable Make-Up Allocation (gallons/period):	1,538,546	1,544,344

2. Building Information Summary

	Site 1	Site 2	Site 3	Project Total
Project / Building Name:	Stonestown			Stonestown
Project Address:	3251 20th Avenue			3251 20th Avenue San Francisco, CA
Assessor's Block & Lot No. / APN:	7295-004, 005, 035, 037, 038 & 7296			-
Date of Completion:	2038			-
Building Type:	Mixres	MIPS	MIPS	-
Total Building Size (GSF):	5,156,798	0	0	5,156,798
Total Lot Size (ft ²):	1,502,324	0	0	1,502,324
Number of Residential Units:	3,491	0	0	3,491
Impervious Surface Above Grade (ft ²):	673,973	0	0	673,973
Impervious Surface Below Grade (ft ²):	737,389	0	0	737,389
Irrigated Landscaped Area (ft ²):	184,775	0	0	184,775

3. Summary of Non-Potable Demands and Supplies for the Project

Non-Potable Supply Estimates

	Annual Supply (gpy)			
Onsite Alternate Water Sources	Site 1	Site 2	Site 3	Project Total
Graywater:	0	0	0	0
Blackwater:	47,517,884	0	0	47,517,884 (includes GW)
Condensate:	887,083	0	0	887,083
Rainwater/Stormwater:	0	0	0	0
Other Supplies:	0	0	0	0
TOTAL:	48,404,967	0	0	48,404,967

Non-Potable Demand Estimates

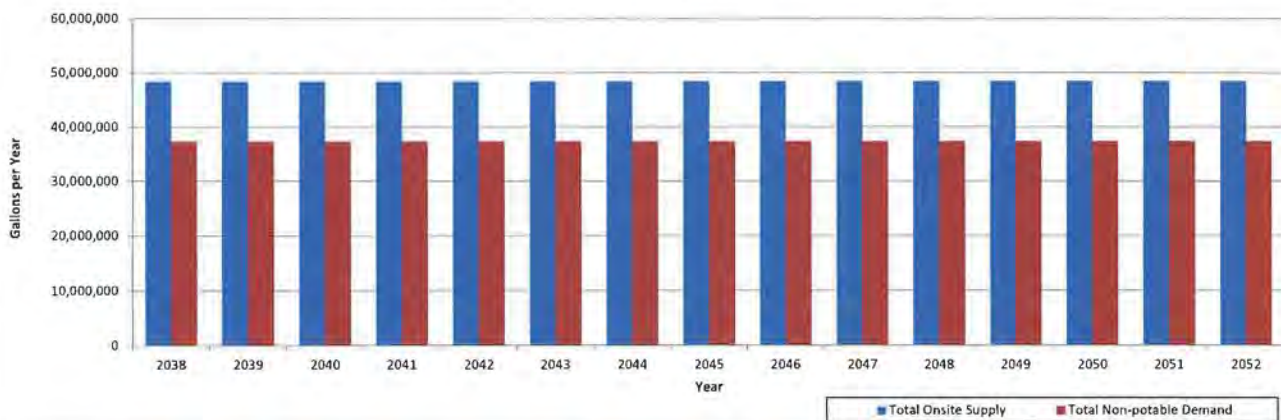
	Annual Demand (gpy)			
Project Non-Potable Demands	Site 1	Site 2	Site 3	Project Total
Toilets/Urinals:	17,614,007	0	0	17,614,007
Drain Trap Priming:	0	0	0	0
Irrigation:	1,658,886	0	0	1,658,886
Clothes Washing:	11,556,009	0	0	11,556,009
HVAC/Cooling:	6,570,986	0	0	6,570,986
Other Demands:	0	0	0	0
TOTAL:	37,399,887	0	0	37,399,887

4. Project Phasing

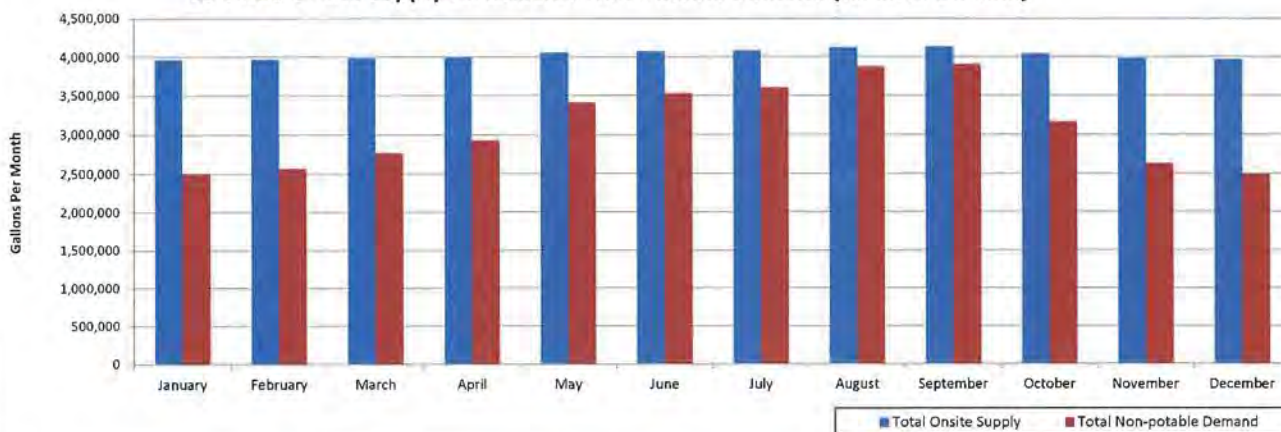
This offset analysis assumes the full year of supplies is available to offset non-potable demands. Some scenarios may require storage to allow excess supplies from one part of the year to be used in later months with available demand.

	SITE 1: Stonestown		SITE 2:		SITE 3:		Project Total		
15-Year Timeframe (enter dates on Tab 1)	NP Offset Supplies (gpy)	Selected NP Demand (gpy)	NP Offset Supplies (gpy)	Selected NP Demand (gpy)	NP Offset Supplies (gpy)	Selected NP Demand (gpy)	NP Offset Supplies (gpy)	Selected NP Demand (gpy)	Re-Used Non- Potable Supplies (gpy)
2038	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887
2039	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887
2040	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887
2041	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887
2042	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887
2043	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887
2044	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887
2045	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887
2046	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887
2047	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887
2048	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887
2049	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887
2050	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887
2051	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887
2052	48,404,967	37,399,887	0	0	0	0	48,404,967	37,399,887	37,399,887

Onsite Supplies and Non-Potable Demand Over 15-Year Timeframe



Selected Onsite Supply vs. Selected Non-Potable Demand (All Sites On-Line)



Attachment 4

SFPUC – Record Drawings



Attachment 5

Field Flow Test Results



SAN FRANCISCO FIRE DEPARTMENT
BUREAU OF FIRE PREVENTION
PLAN CHECK DIVISION / WATER FLOW
SUITE 560, 49 SOUTH VAN NESS
SAN FRANCISCO, CA 94103

Email: WaterflowSFFD@sfgov.org

Phone: 628-652-3473

Payment (VISA/MC): 628-652-3472 (M-F; 8am-4pm)

REQUEST FOR WATER FLOW INFORMATION

(For additional information, see Water Flow FAQs at: <https://sf-fire.org/plan-check#waterf>)

REQUEST IS FOR: FIRE FLOW- YES ☒ NO ☐ SPRINKLER DESIGN- YES ☐ NO ☒

DATE: 10/19/2022

CONTACT PERSON: Hayden Robertson

ADDRESS: 1223 Pleasant Grove Blvd, #100, Foster

PHONE #: 916-791-1188

EMAIL: hayden@coleman-eng.com CA, 95678

OWNER'S NAME:

PHONE #:

ADDRESS FOR WATER FLOW INFORMATION: 3251-20th Ave, Stonestown Galleria (Rear)

CROSS STREETS (BOTH ARE REQUIRED): Winston Drive + Buckingham Way

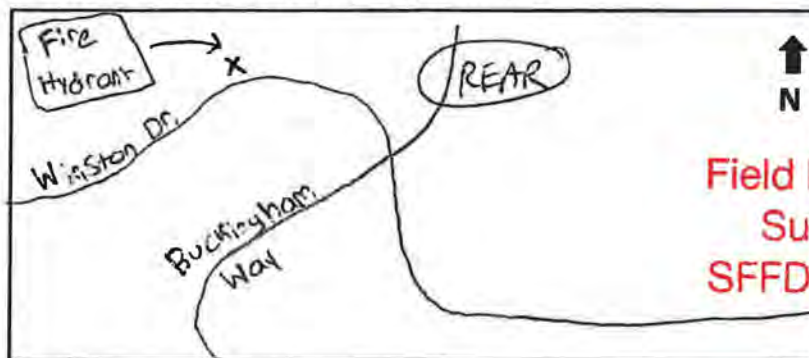
SPECIFY STREET FOR WATER DEPT CONNECTION: Winston Drive

PROVIDE PROJECT LOCATION SKETCH HERE:

Note:

drawn # 1 on

Site Plan



Field Flow Test Required.
Submit Payment to
SFFD for \$ 273 PAID

Requested

OCCUPANCY TYPE (CIRCLE ONE): R3 R2 LIVE/WORK COMMERCIAL OTHER

HAZARD CLASSIFICATION: LIGHT ORD 1 ORD 2 EXT 1 EXT 2 OTHER

CAR-STACKER: YES NO

NUMBER OF STORIES: N/A HEIGHT OF BLDG (FT): N/A

- SUBMIT FORM WITH A \$130.00 CHECK (PAYABLE TO "SFFD") OR PAY BY CREDIT CARD (PHONE # ABOVE)
- REQUESTS REQUIRING A FIELD FLOW TEST WILL BE NOTIFIED BY EMAIL AND AN ADDITIONAL FEE OF \$260.00 WILL BE REQUIRED
- WATER FLOW INFORMATION WILL BE RETURNED BY EMAIL
- INCOMPLETE FORMS WILL NOT BE PROCESSED
- PLEASE ALLOW FOR A MINIMUM OF 7 TO 14 BUSINESS DAYS FOR PROCESSING

*****Official Use Only*****

Flow data provided by: LAU/MATSUBAYASHI

Date forwarded: 10/31/22

Flow data:

☒ FIELD FLOW TEST
☐ RECORDS ANALYSIS

Gate Page 190

STATIC 92 PSI

RESIDUAL 85 PSI

FLOW 1358 GPM

8 INCH MAIN on WINSTON

Fire
Flow
Only



SAN FRANCISCO FIRE DEPARTMENT
BUREAU OF FIRE PREVENTION
PLAN CHECK DIVISION / WATER FLOW
SUITE 560, 49 SOUTH VAN NESS
SAN FRANCISCO, CA 94103

Email: WaterflowSFFD@sf.gov

Phone: 628-652-3473

Payment (VISA/MC): 628-652-3472 (M-F; 8am-4pm)

REQUEST FOR WATER FLOW INFORMATION

(For additional information, see Water Flow FAQs at: <https://sf-fire.org/plan-check/water/>)

REQUEST IS FOR: FIRE FLOW- YES ☒ NO ☐ SPRINKLER DESIGN- YES ☐ NO ☒

DATE: 10/19/2022

CONTACT PERSON: Hayden Robertson

ADDRESS: 1223 Pleasant Grove Blvd, #100, Roseville, CA

PHONE #: 916-791-1188

EMAIL: hayden@ColeMan-eng.com

95678

OWNER'S NAME: _____

PHONE #: _____

ADDRESS FOR WATER FLOW INFORMATION: 3251-20th Ave, Stonestown Galleria

CROSS STREETS (BOTH ARE REQUIRED): Winston Drive + 19th Ave

SPECIFY STREET FOR WATER DEPT CONNECTION: Winston Drive

PROVIDE PROJECT LOCATION SKETCH HERE:

Note:
Grant # 2 on
Site Plan



Requested
Field Flow Test Required.
Submit Payment to
SFFD for \$ 273 Paid

OCCUPANCY TYPE (CIRCLE ONE): R3 R2 LIVE/WORK COMMERCIAL OTHER _____

HAZARD CLASSIFICATION: LIGHT ORD 1 ORD 2 EXT 1 EXT 2 OTHER _____

CAR-STACKER: YES NO

NUMBER OF STORIES: N/A HEIGHT OF BLDG (FT): N/A

- SUBMIT FORM WITH A **\$130.00** CHECK (PAYABLE TO "SFFD") OR PAY BY CREDIT CARD (PHONE # ABOVE)
- REQUESTS REQUIRING A FIELD FLOW TEST WILL BE NOTIFIED BY EMAIL AND AN ADDITIONAL FEE OF **\$260.00** WILL BE REQUIRED
- WATER FLOW INFORMATION WILL BE RETURNED BY EMAIL
- INCOMPLETE FORMS WILL NOT BE PROCESSED
- PLEASE ALLOW FOR A MINIMUM OF 7 TO 14 BUSINESS DAYS FOR PROCESSING

*****Official Use Only*****

Flow data provided by: LAU/MATSUBAYASHI

Date forwarded: 10/31/22

Flow data:

☒ FIELD FLOW TEST

☐ RECORDS ANALYSIS

Gate Page 175

STATIC 85 PSI

RESIDUAL 81 PSI

FLOW 1208 GPM

12 INCH MAIN on WINSTON

Fire
Flow
Only



SAN FRANCISCO FIRE DEPARTMENT
BUREAU OF FIRE PREVENTION
PLAN CHECK DIVISION / WATER FLOW
SUITE 560, 49 SOUTH VAN NESS
SAN FRANCISCO, CA 94103

Email: WaterflowSFFD@sffigov.org

Phone: 628-652-3473

Payment (VISA/MC): 628-652-3472 (M-F; 8am-4pm)

REQUEST FOR WATER FLOW INFORMATION

(For additional information, see Water Flow FAQs at: <https://sf-fire.org/plan-check#waterf>)

REQUEST IS FOR: FIRE FLOW- YES ☒ NO ☐ SPRINKLER DESIGN- YES ☐ NO ☒

DATE: 10/19/2022

CONTACT PERSON: Hayden Robertson

ADDRESS: 1225 Pleasant Grove Blvd, #100, Roseville

PHONE #: 916-791-1188

EMAIL: hayden@coleman-eng.com

95678

OWNER'S NAME: _____

PHONE #: _____

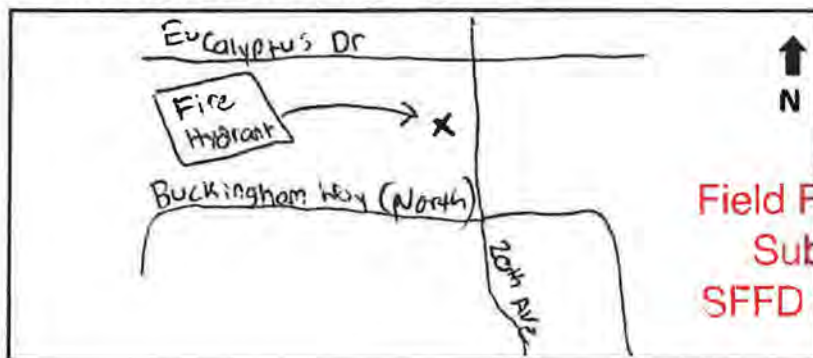
ADDRESS FOR WATER FLOW INFORMATION: 3251-20th Ave, Stonestown Galleria (NE)

CROSS STREETS (BOTH ARE REQUIRED): Buckingham Way + 20th Ave

SPECIFY STREET FOR WATER DEPT CONNECTION: 20th Ave

PROVIDE PROJECT LOCATION SKETCH HERE:

Note: Hydrant
3 on Site Plan



Requested
Field Flow Test Required.
Submit Payment to
SFFD for \$ 273 *(paid)*

OCCUPANCY TYPE (CIRCLE ONE): R3 R2 LIVE/WORK COMMERCIAL OTHER _____

HAZARD CLASSIFICATION: LIGHT ORD 1 ORD 2 EXT 1 EXT 2 OTHER _____

CAR-STACKER: YES NO

NUMBER OF STORIES: N/A HEIGHT OF BLDG (FT): N/A

- SUBMIT FORM WITH A **\$130.00** CHECK (PAYABLE TO "SFFD") OR PAY BY CREDIT CARD (PHONE # ABOVE)
- REQUESTS REQUIRING A FIELD FLOW TEST WILL BE NOTIFIED BY EMAIL AND AN ADDITIONAL FEE OF **\$260.00** WILL BE REQUIRED
- WATER FLOW INFORMATION WILL BE RETURNED BY EMAIL
- INCOMPLETE FORMS WILL NOT BE PROCESSED
- PLEASE ALLOW FOR A MINIMUM OF 7 TO 14 BUSINESS DAYS FOR PROCESSING

*****Official Use Only*****

Flow data provided by: LAU/MATSUBAYASHI

Date forwarded: 10/31/22

Flow data:

☒ FIELD FLOW TEST

☐ RECORDS ANALYSIS

Gate Page 175

STATIC 85 PSI

RESIDUAL 80 PSI

FLOW 1367 GPM

8 INCH MAIN on 20th Ave

*Fire
Flow
Only*



SAN FRANCISCO FIRE DEPARTMENT
BUREAU OF FIRE PREVENTION
PLAN CHECK DIVISION / WATER FLOW
SUITE 560, 49 SOUTH VAN NESS
SAN FRANCISCO, CA 94103

Email: WaterflowSFFD@sfgov.org

Phone: 628-652-3473

Payment (VISA/MC): 628-652-3472 (M-F; 8am-4pm)

REQUEST FOR WATER FLOW INFORMATION

(For additional information, see Water Flow FAQs at: <https://sf-fire.org/plan-check#waterf>)

REQUEST IS FOR: FIRE FLOW- YES ☒ NO ☐ SPRINKLER DESIGN- YES ☐ NO ☒

DATE: 10/19/22

CONTACT PERSON: Hayden Robertson

ADDRESS: 1223 Pleasant Grove Blvd, #100, Roseville, CA,

PHONE #: 916-791-1188

EMAIL: hayden@Coleman-eng.com

95678

OWNER'S NAME: _____

PHONE #: _____

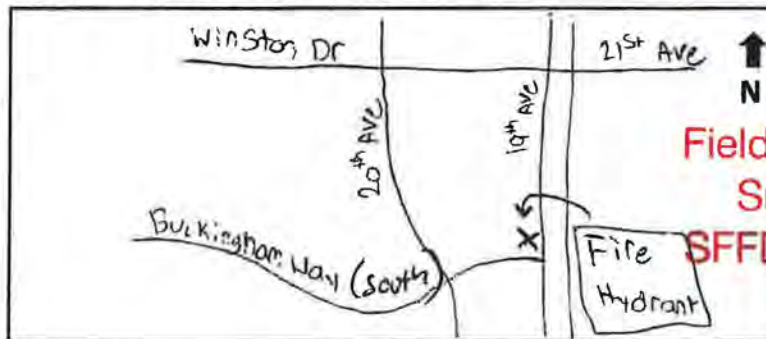
ADDRESS FOR WATER FLOW INFORMATION: 3251-20th Ave, Stonestown Galleria (Far SE)

CROSS STREETS (BOTH ARE REQUIRED): Buckingham Way + 19th Ave

SPECIFY STREET FOR WATER DEPT CONNECTION: 19th Ave

PROVIDE PROJECT LOCATION SKETCH HERE:

Note: Hydrant
#4 on Site Plan



Requested
Field Flow Test Required.
Submit Payment to
SFFD for \$ 273 PAID

OCCUPANCY TYPE (CIRCLE ONE): R3 R2 LIVE/WORK COMMERCIAL OTHER _____

HAZARD CLASSIFICATION: LIGHT ORD 1 ORD 2 EXT 1 EXT 2 OTHER _____

CAR-STACKER: YES NO

NUMBER OF STORIES: N/A HEIGHT OF BLDG (FT): N/A

- SUBMIT FORM WITH A \$130.00 CHECK (PAYABLE TO "SFFD") OR PAY BY CREDIT CARD (PHONE # ABOVE)
- REQUESTS REQUIRING A FIELD FLOW TEST WILL BE NOTIFIED BY EMAIL AND AN ADDITIONAL FEE OF \$260.00 WILL BE REQUIRED
- WATER FLOW INFORMATION WILL BE RETURNED BY EMAIL
- INCOMPLETE FORMS WILL NOT BE PROCESSED
- PLEASE ALLOW FOR A MINIMUM OF 7 TO 14 BUSINESS DAYS FOR PROCESSING

*****Official Use Only*****

Flow data provided by: LAU/MATSU BAYASHI

Date forwarded: 10/31/22

Flow data:

☒ FIELD FLOW TEST

☐ RECORDS ANALYSIS

Gate Page 184

STATIC 88 PSI

RESIDUAL 78 PSI

FLOW 1239 GPM

8 INCH MAIN on 19th Ave

Fire
Flow
Only

Attachment 6

Febco LF860 Backflow Preventor Product Data Sheets

Engineering Specification

Job Name _____

Contractor _____

Job Location _____

Approval _____

Engineer _____

Contractor's P.O. No. _____

Approval _____

Representative _____

LEAD FREE*

MasterSeries® LF860

Reduced Pressure Zone Backflow Prevention Assemblies

Size: 2½" - 10"

The FEBCO® MasterSeries® LF860 Reduced Pressure Zone Assembly is specifically designed to protect against possible backpressure and backsiphonage conditions for high hazard (that is, toxic) application in accordance with Local Governing Water Utility Code. This Backflow Prevention Assembly is primarily used on potable drinking water systems where Local Governing Code mandates protection from non-potable water being pumped or siphoned back into the potable water system.

The ductile iron body is fused with ArmorTek™ coating technology to resist corrosion due to microbial induced corrosion (MIC) or exposed metal substrate. The LF860 features Lead Free* construction to comply with low lead installation requirements. The Lead Free* Reduced Pressure Zone Assemblies shall comply with state codes and standards, where applicable, requiring reduced lead content.

Series LF860 is also available with SentryPlus™ Alert technology to detect catastrophic relief valve discharge that could potentially cause flooding, and issue a multi-channel alert (call, email, text) to selected users so they can take action to avoid potentially costly flooding.

Features

- Stainless steel relief valve seat and stainless steel check components for maximum performance and durability
- Inline serviceable assembly
- No special tools required for servicing
- Captured modular spring assembly
- Reversible and replaceable discs
- Field replaceable seats
- Ductile iron valve body design
- Utilizes advanced ArmorTek™ coating technology to resist corrosion of internals
- Modular and repairable pressure differential relief valve
- Clapper check assembly
- Captured O-ring design

*The wetted surface of this product contacted by consumable water contains less than 0.25% of lead by weight.



Model LF860

Specification

The FEBCO MasterSeries LF860 Reduced Pressure Zone Assembly shall be installed on the potable water supply and at each point of cross-connection to protect against possible backpressure and backsiphonage conditions for high hazard (that is, toxic) applications. The assembly shall consist of a main line valve body composed of a pressure differential relief valve located in a zone between two (2) independently acting approved clapper style check modules with replaceable seats and disc rubbers. Servicing of the pressure differential relief valve and both check modules does not require any special tools; both check modules are accessed through independently top entry covers. This assembly shall be fitted with AWWA Compliant inlet/outlet resilient seated shutoff valves; when used on a Fire-Sprinkler application, the assembly shall be fitted with approved UL/FM inlet/outlet resilient seated shutoff valves and contain four (4) properly located resilient seated test cocks as specified by AWWA Standard C511. The valve body shall utilize a coating system with built in electro-chemical corrosion inhibitor and microbial inhibitor. Flow and pressure loss performance parameters shall meet the requirements of AWWA Standard C511.

NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.

NOTICE

Inquire with governing authorities for local installation requirements.

FEBCO product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact FEBCO Technical Service. FEBCO reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on FEBCO products previously or subsequently sold.



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Options - Suffix

- OSY: UL/FM Approved OS&Y gate valves
(ANSI/AWWA C515 Compliant)
- NRS: Non-rising stem gate valves
(ANSI/AWWA C509 Compliant)
- LG: Less shutoff valves (This is NOT an APPROVED ASSEMBLY.)
- ALERT SentryPlus™ Alert flood detection system

Example Ordering Descriptions

- 4" LF860-OSY - Valve assembly fitted with OS&Y shutoff valves
- 4" LF860-NRS - Valve assembly fitted with NRS shutoff valves

Assembly Flow Orientation

Horizontal (2½" – 10") - Approved by FCCCHR-USC, ASSE, cULus, FM, IAPMO, and CSA

Approvals - Standards

- Approved by the Foundation for Cross-Connection Control and Hydraulic Research at The University of Southern California (FCCCHR-USC)
- ASSE 1013 Listed
- UL Classified** (US & Canada)
- FM Approved**
- IAPMO
- AWWA Standard C511 Compliant
- End Connections: Compliant to ASME B16.1 Class 125 & AWWA Class D Flange

**Assembly configured with UL/FM Approved OS&Y RW gate valves. Less gate valve assemblies are not UL/FM approved configurations.



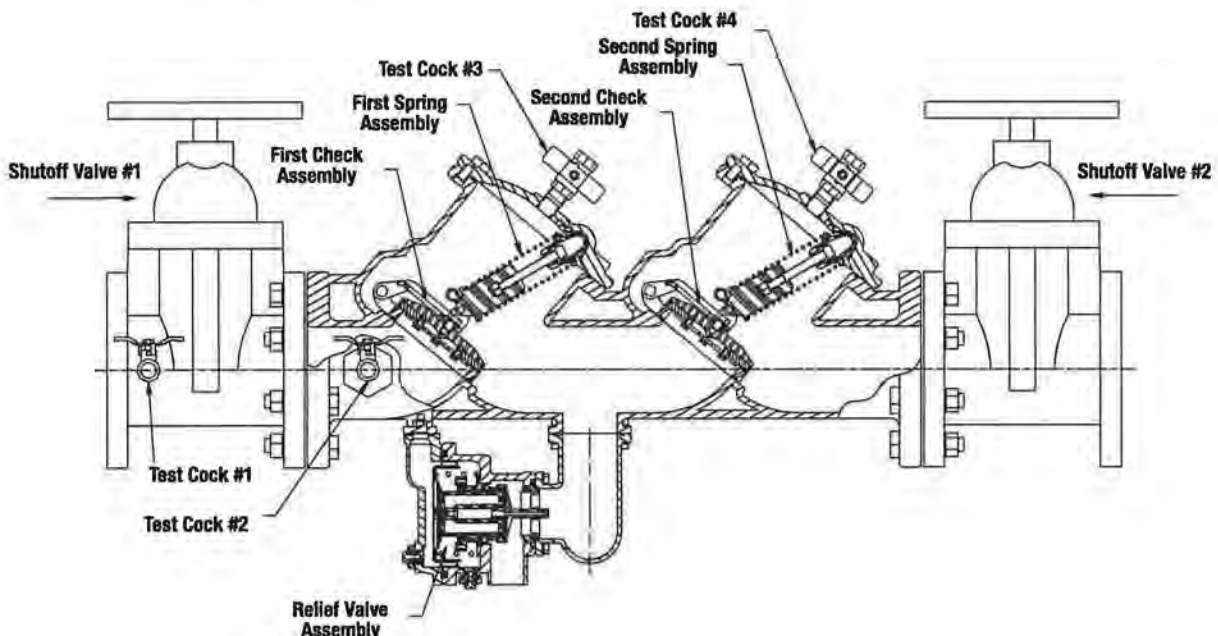
Materials

Below is a general materials list of Series LF860. All assemblies sizes 2½" to 10" are similar in materials and construction. Contact your local FEBCO representative if you require further information.

- Main Valve Body: Ductile Iron Grade 65-45-12
- Relief Valve Body: Ductile Iron Grade 65-45-12
- Coating: Fusion epoxy coated internal and external AWWA C550
- Shutoff Valves: NRS resilient wedge gate valve AWWA C509 (Standard)
OSY resilient wedge gate valve AWWA C515 (UL/FM)
- Check Seats: Stainless steel
- Relief Valve Seat: Stainless steel
- Disc Holder: Stainless steel
- Elastomer Disc: Silicone
- Spring: Stainless steel
- Clamp: AWWA C606 (10" only)

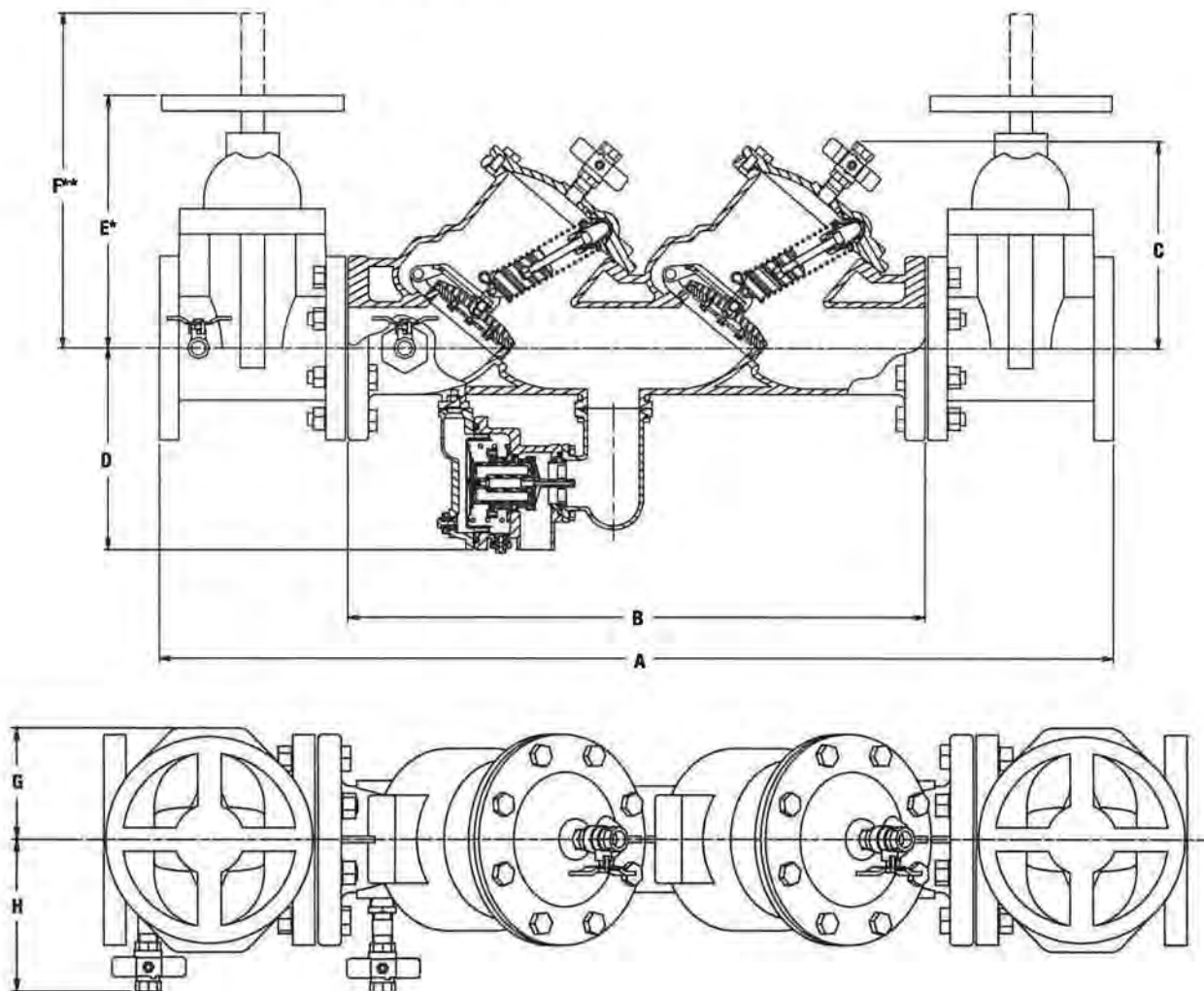
Pressure - Temperature

- | | |
|------------------------------|---|
| Max. Working Pressure: | 175 psi (12.1 bar) |
| Min. Working Pressure: | 20 psi (1.4 bar) |
| Hydrostatic Test Pressure: | 350 psi (24.1 bar) |
| Hydrostatic Safety Pressure: | 700 psi (48.3 bar) |
| Temperature Range: | 33°F - 140°F (0.5°C - 60°C)
continuous |



Dimensions & Weights

Below are the nominal dimensions and physical weights for Series LF860, sizes 2½" to 10". Allowances must be made for normal manufacturing tolerances. Download installation instructions at watts.com, or contact your local FEBCO representative for more information.



LF860

SIZE	DIMENSIONS																WEIGHT***			
	A		B		C		D		E*		F**		G		H		NRS		OSY	
in.	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	lb	kg	lb	kg
2½	40¾	1035	25½	648	10	254	10	254	12½	321	16¾	416	4½	114	7½	181	250	113	254	115
3	41¾	1064	25¾	651	10	254	10	254	12¾	327	22¼	565	4½	114	7¾	187	276	125	280	127
4	46¼	1175	28	711	10½	257	10½	257	14¾	365	23¼	591	5½	140	8¾	206	335	152	347	157
6	56	1422	34¾	883	12¾	324	11½	283	18¾	479	30½	765	6½	165	9¾	251	503	228	523	237
8	65	1651	41¾	1061	15¾	397	12¼	311	23½	597	37¾	959	7	178	11¾	283	807	366	835	379
10	72¾	1845	46¾	1178	15¾	397	12¾	314	27½	699	48	1219	9	229	12¾	314	1205	547	1243	564

* Indicates nominal dimensions with NRS gate valves

** Indicates nominal dimensions with OSY gate valves (full open position)

*** Indicates weight of complete backflow assemblies with specified gate valves

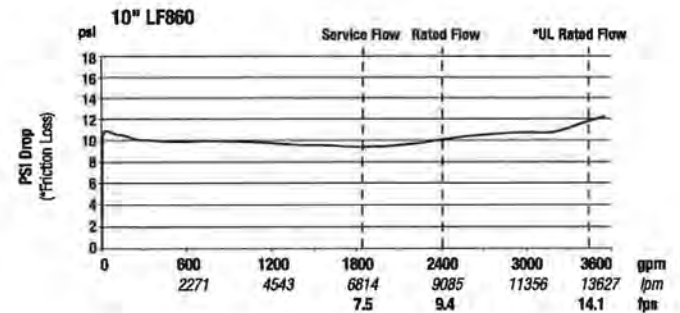
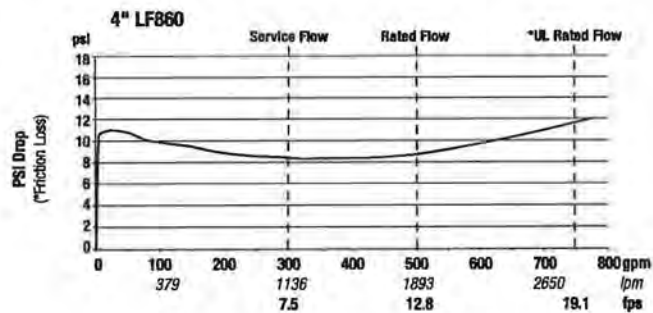
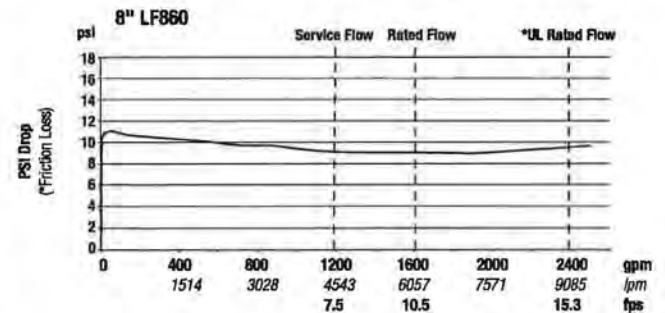
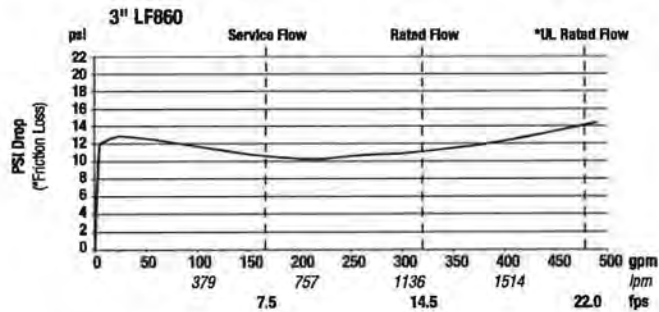
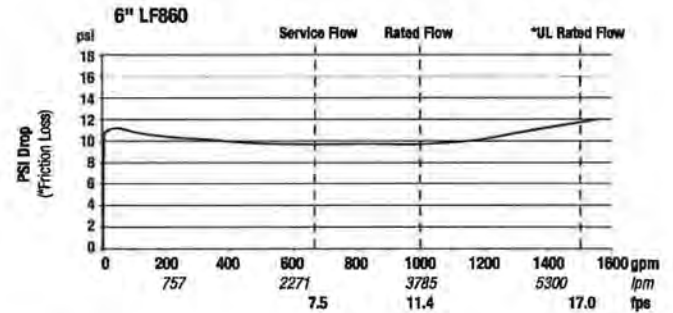
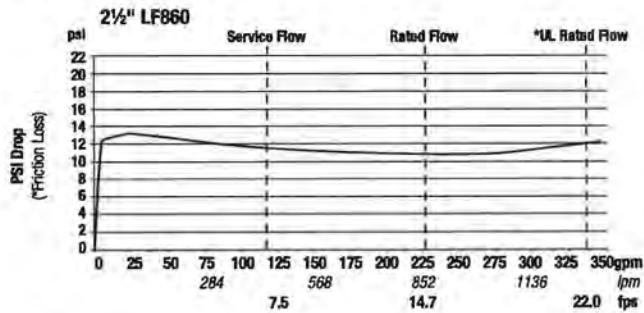
The gap drain is not designed to catch the maximum discharge possible from the relief valve. The installation of the FEBCO air gap with the drain line terminating above a floor drain will handle any normal discharge or nuisance spitting through the relief valve. However, floor drain size may need to be designed to prevent water damage caused by a catastrophic failure condition. Do not reduce the size of the drain line from the air gap fitting.

Performance

The flow capacity chart identifies valve performance based upon rated water velocity up to 20fps.

- Maximum service flow rate is determined by maximum rated velocity of 7.5fps.
- AWWA Manual M-22 (Appendix C) recommends that the maximum water velocity in the services be not more than 10fps.
- UL flow rate is determined by typically rated velocity of 15 ft/sec.

Capacity



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USA: T: (800) 767-1234 • F: (800) 788-4491 • FEBCOonline.com
 Canada: T: (888) 208-8927 • F: (905) 481-2316 • FEBCOonline.ca
 Latin America: T: (52) 55-4122-0138 • FEBCOonline.com

Attachment 7

Recordall Combo Meter Product Data Sheets



Recordall® Combo Meter

Lead-Free Bronze Alloy, Size 8 inch
NSF/ANSI/CAN Standards 61 and 372 Certified

DESCRIPTION

The Badger Meter Recordall Combo meters meet or exceed the most recent revision of AWWA Standard C702 and are available in a lead-free bronze alloy. The Combo meters comply with the lead-free provisions of the Safe Drinking Water Act, are certified to NSF/ANSI/CAN Standards 61 and 372 (Trade Designation: Combo-01) and carry the NSF-61 mark on the housing. All components of the lead-free bronze alloy meter (housing, measuring element, seals, and so on) comprise the certified system.

The Combo meter combines two metering technologies in one innovative package. A positive displacement chamber measures low flow, while a turbine chamber records high flow.

The 8-inch Combo meter features:

- Spring-loaded check valve to facilitate one-way water flow through appropriate measurement chambers, in line with demand.
- Permanently sealed, tamper-resistant register or encoder.
- Meters and encoders that are compatible with Badger Meter AMR/AMI systems and other approved reading technologies

Badger Meter ORION® and GALAXY® AMR/AMI meter reading systems are available for all Combo meters. Itron® ERT reading systems are also available. All register options are removable from the meter without disrupting water service.

TAMPER-PROOF FEATURES

Unauthorized removal of the register or encoder is inhibited by the use of an optional tamper detection seal wire screw, TORX® tamper-resistant seal screw or the proprietary tamper-resistant keyed seal screw. Each can be installed at the meter site or at the factory.

APPLICATIONS

Use the Recordall Combo meter for measuring potable cold water in commercial and industrial applications where flow is in one direction only. The meter is an ideal choice for facilities that experience rapid and wide fluctuations in water demand, such as hospitals, universities, residential complexes and manufacturing or processing facilities.

OPERATION

As water enters the meter at low flow rates, a spring-loaded check valve on the downstream side holds the clapper assembly in a closed position. Water is diverted through a bypass to the disc measuring chamber. As the flow rate increases, a pressure differential is created that opens the check valve and allows water



to flow through the turbine chamber. A small amount of water will continue to flow through the bypass when the clapper assembly is fully open.

Rotor and disc movements are transmitted by magnetic drive couplings to individual register odometers. The direct magnetic drive provides a positive, reliable and dependable register coupling for straight-reading or remote reading options. The self-lubricating thermoplastic register gearing is designed to minimize friction and provide long life.

OPERATING PERFORMANCE

The Recordall Combo meter meets or exceeds registration accuracy for low, normal operating, maximum continuous operation, and changeover flow rates as specified in AWWA Standard C702.

CONSTRUCTION

The Recordall Combo meter's construction complies with ANSI and AWWA C702 standards. It consists of a stainless steel spool with bypass port, turbine measuring chamber, a check valve with bypass piping, a disc measuring chamber, valve assembly, and sealed direct reading registers. To simplify maintenance, the registers and measuring elements can be removed without removing the meter housing from the line.

METER INSTALLATION

The meter is designed for installations where flow is in one direction only. A separate strainer is required to ensure optimum flow conditioning and protection of the measuring element. Companion flanges for installation of meters on various pipe types and sizes are available in cast iron or NL bronze as an option.



RCO-DS-00079-EN-04 (February 2023)

Product Data Sheet

REGISTERS / ENCODERS

Standard—Sweep-Hand Registration

The standard register is a straight-reading, permanently sealed magnetic drive register. Dirt, moisture, tampering and lens fogging problems are eliminated. The register has a six-odometer wheel totalization display, 360° test circle with center sweep hand, and flow finder to detect leaks. Register gearing is made of self-lubricating engineered polymer, which minimizes friction and provides long life. The multi-position register simplifies meter installation and reading. The register capacity is 100,000,000 gallons (10,000,000 ft³, 1,000,000 m³).

Optional—Encoders for AMR/AMI Reading Solutions

AMR/AMI solutions are available for all Recordall Combo meters. All reading options can be removed from the meter without disrupting water service. Badger Meter encoders provide years of reliable, accurate readings for a variety of applications and are also available pre-wired to Badger Meter approved AMR/AMI solutions. See details at www.badgermeter.com.

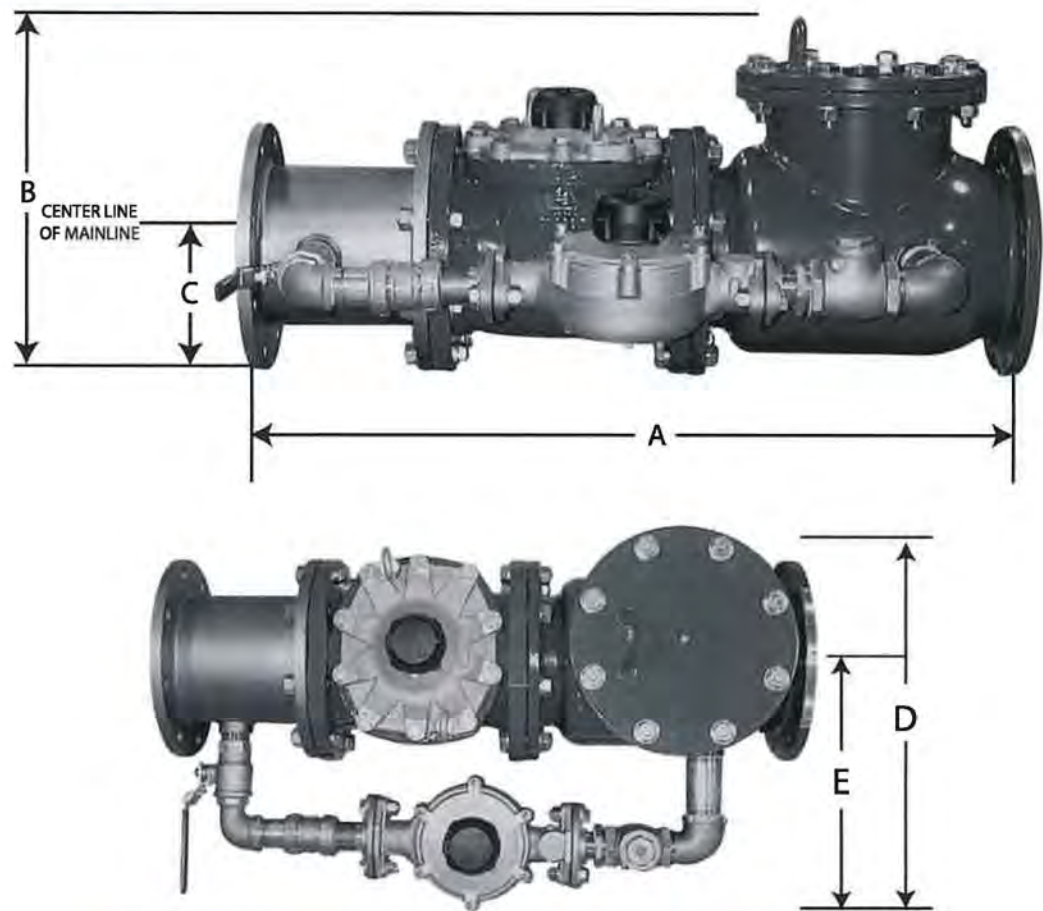
SPECIFICATIONS

Combo Meter Model	8 in. Model (200 mm)
Meter Flange, AWWA Class D (C-207)	8 in. (200 mm)
Typical Operating Range (100% ± 1.5%)	2.5...4500 gpm (0.56...1022 m ³ /h)
Low Flow Registration (95% minimum)	1.25 gpm (0.28 m ³ /h)
Maximum Continuous Flow	3500 gpm (795 m ³ /h)
Pressure Loss at Maximum Continuous Flow	6.3 psi at 3500 gpm (0.43 bar at 795 m ³ /h)
Pressure Loss at Crossover	2 psi (0.138 bar)
Minimum Crossover Accuracy	90%
Maximum Operating Pressure	150 psi (10 bar)
Maximum Operating Temperature	105° F (40° C)
Check Valve	Conforms to UL 312 and FM 1045
Bypass Line	Specify right-facing (standard, as shown) or left-facing assembly

Materials

Meter Housing	Fusion-bonded epoxy coated ductile cast iron
Bypass Meter Housing	Lead-free bronze alloy
Bypass Measuring Chamber	Injection-molded thermoplastic
Bypass	Brass piping conforming to AWWA C800, NSF 61 & 372 compliant
Spool Body	Stainless steel, with stainless steel bypass port. Standard steel flange connections with zinc chromate plating.
Nose Cone & Straightening Vanes	Thermoplastic
Rotor	Thermoplastic
Rotor Radial Bearings	Lubricated thermoplastic
Rotor Thrust Bearing	Sapphire jewels
Rotor Bearing Pivots	Passivated 316 stainless steel
Calibration Mechanism	Stainless steel & thermoplastic
Magnet	Ceramic
Clapper Assembly (clapper, spring, hinge & pins)	Stainless steel
Clapper Seal	Elastomeric, EPDM
Valve Seat	Stainless steel
Valve Body & Cover Plate	Fusion-bonded epoxy coated steel
Valve Cover Plate Gasket	Elastomeric sheet
Register Housing & Cover	Thermoplastic or bronze
Trim	Zinc-plated stainless steel or (optional) all stainless steel.
Test Plug, 2"	Stainless steel or lead-free bronze

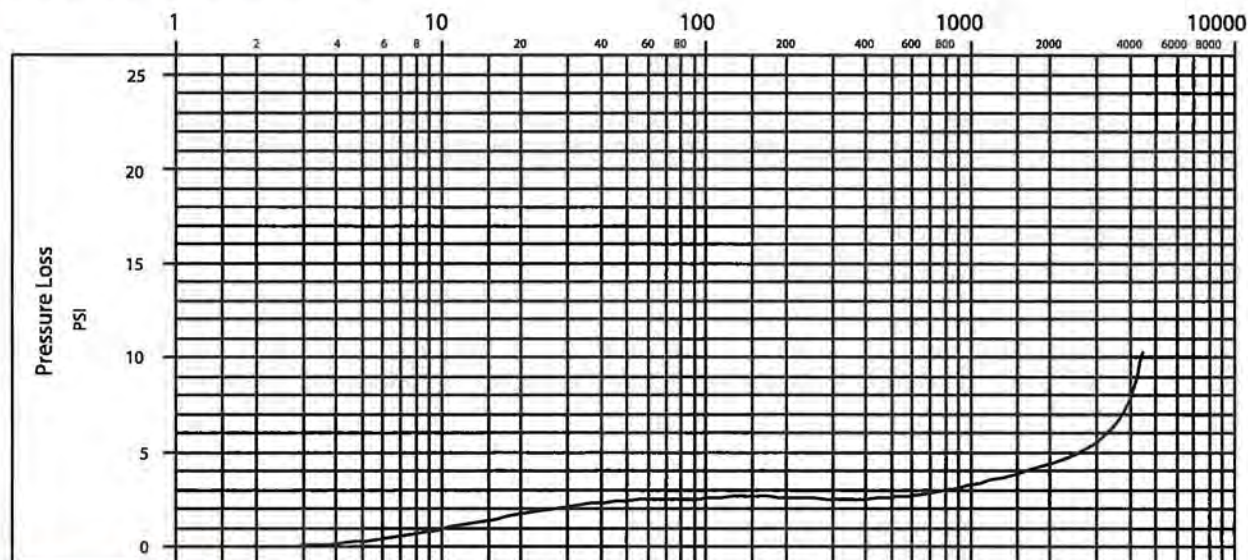
PHYSICAL DIMENSIONS



Combo Meter Model	8 in. Model (200 mm)
Meter & Pipe Size	8 in. (200 mm)
Shipping Weight (fully assembled)	357 lb (162 kg)
Length (A)	41-7/8 in. (1063 mm)
Height (B)	19-1/2 in.(495 mm)
Height (C)	6-3/4 in. (171 mm)
Width (D)	23-3/4 in. (603 mm)
Width (E)	17 in. (732 mm)

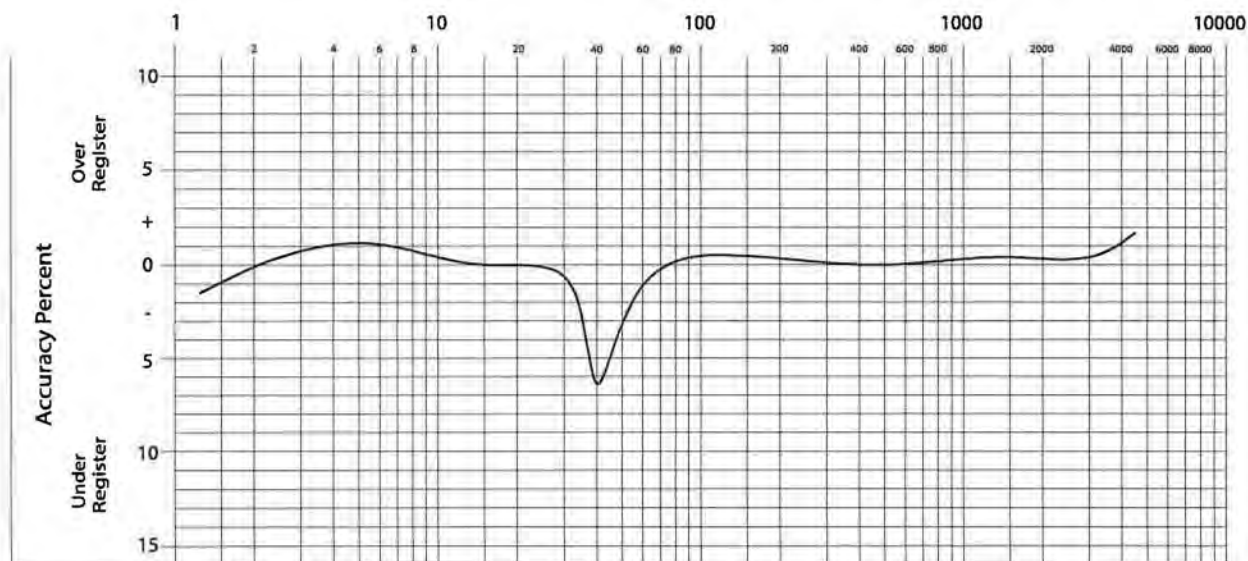
PRESSURE LOSS CHART

Rate of flow in gallons per minute (gpm)



ACCURACY CHART

Rate of flow in gallons per minute (gpm)

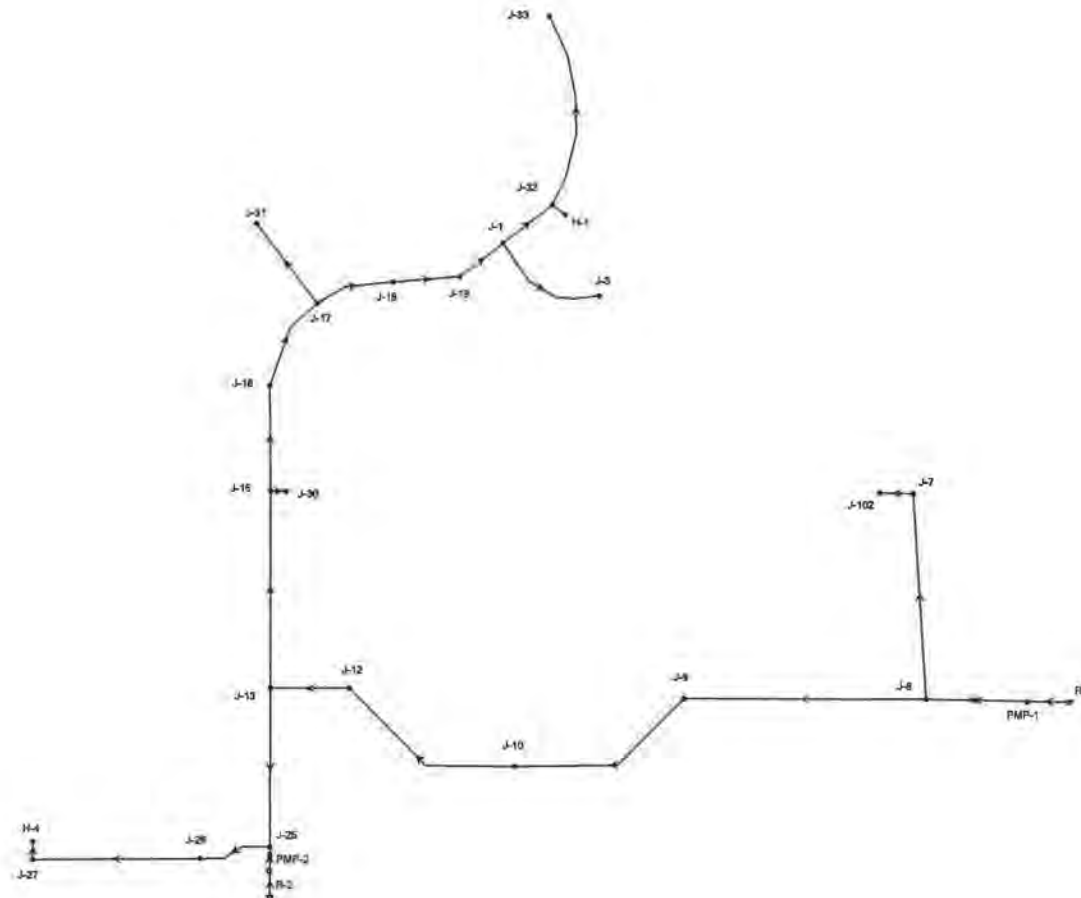


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Attachment 8

Model Calibration

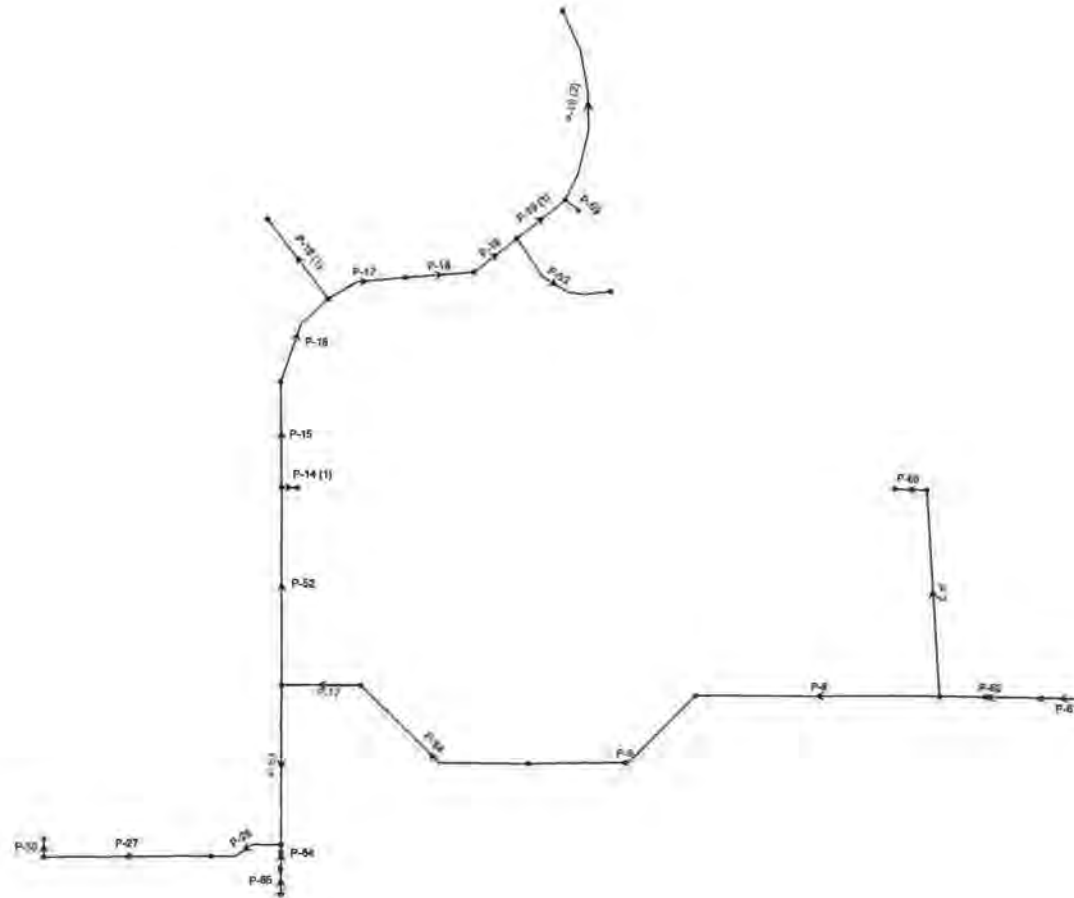
Existing System Layout for Model Calibration - Junctions, Hydrants, Pumps, and Reservoirs



Legend

J = Junction
H = Hydrants
PMP = Pumps
R = Reservoir

Existing System Layout for Model Calibration - Pipes



Legend

P = Pipes

ADD Scenario

Junction Table - Time: 0.00 hours

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)	Hydraulic Grade (ft)
J-1	151.00	5.430	96	372.95
J-3	148.00	5.430	97	372.95
J-7	156.50	5.430	94	372.94
J-8	177.00	5.430	85	372.94
J-9	170.60	5.430	88	372.94
J-10	174.20	5.430	86	372.95
J-12	167.10	5.430	89	372.96
J-13	165.50	5.430	90	372.96
J-15	145.50	5.430	98	372.96
J-16	144.30	5.430	99	372.96
J-17	150.60	5.430	96	372.95
J-18	153.50	5.430	95	372.95
J-19	149.00	5.430	97	372.95
J-25	174.00	5.430	86	372.98
J-26	171.00	5.430	87	372.98
J-27	165.50	5.430	90	372.97
J-30	146.00	5.430	98	372.96
J-31	151.00	5.430	96	372.95
J-32	150.00	5.430	96	372.95
J-33	138.00	5.430	102	372.95
J-102	156.75	5.430	161	372.93

ADD Scenario

Pipe Table - Time: 0.00 hours

Label	Diameter (In)	Hazen- Williams C	Length (ft)	Flow (Absolute) (gpm)	Velocity (ft/s)	Headloss Gradient (ft/ft)
P-7	8.0	115.0	362	10.860	0.07	0.000
P-8	8.0	115.0	427	16.290	0.10	0.000
P-9	8.0	115.0	343	21.720	0.14	0.000
P-12	8.0	115.0	138	32.580	0.21	0.000
P-14 (1)	8.0	115.0	27	5.430	0.03	0.000
P-15	12.0	115.0	185	48.870	0.14	0.000
P-16	12.0	115.0	171	43.440	0.12	0.000
P-16 (1)	8.0	115.0	175	5.430	0.03	0.000
P-17	12.0	115.0	143	32.580	0.09	0.000
P-18	12.0	115.0	119	27.150	0.08	0.000
P-19	12.0	115.0	96	21.720	0.06	0.000
P-19 (1)	8.0	115.0	109	10.860	0.07	0.000
P-19 (2)	8.0	115.0	346	5.430	0.03	0.000
P-27	8.0	115.0	293	5.430	0.03	0.000
P-28	8.0	115.0	129	10.860	0.07	0.000
P-50	6.0	115.0	30	0.000	0.00	0.000
P-52	12.0	115.0	347	59.730	0.17	0.000
P-53	8.0	115.0	210	5.430	0.03	0.000
P-54	8.0	115.0	348	27.150	0.17	0.000
P-59	6.0	115.0	29	0.000	0.00	0.000
P-60	36.0	115.0	178	0.000	0.00	0.000
P-61	48.0	130.0	1	0.000	0.00	0.000
P-63	12.0	115.0	280	97.740	0.28	0.000
P-64	12.0	115.0	43	114.030	0.32	0.000
P-65	48.0	130.0	1	114.030	0.02	0.000
P-66	8.0	115.0	58	5.430	0.03	0.000

ADD Scenario

Hydrant Table - Time: 0.00 hours

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)	Hydraulic Grade (ft)
H-1	152.75	0.000	95	372.95
H-4	167.25	0.000	89	372.97

Reservoir Table - Time: 0.00 hours

Label	Hydraulic Grade (ft)	Flow (Out net) (gpm)
R-1	176.00	0.000
R-2	177.00	114.030

Simulated Flow Test at H-1
Junction Table - Time: 0.00 hours

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)	Hydraulic Grade (ft)
J-1	151.00	5,430	90	358.78
J-3	148.00	5,430	91	358.78
J-7	156.50	5,430	93	370.70
J-8	177.00	5,430	84	370.70
J-9	170.60	5,430	86	368.74
J-10	174.20	5,430	84	367.20
J-12	167.10	5,430	86	365.68
J-13	165.50	5,430	86	365.09
J-15	145.50	5,430	94	362.98
J-16	144.30	5,430	94	361.88
J-17	150.60	5,430	91	360.86
J-18	153.50	5,430	89	360.02
J-19	149.00	5,430	91	359.33
J-25	174.00	5,430	83	366.01
J-26	171.00	5,430	84	366.01
J-27	165.50	5,430	87	366.01
J-30	146.00	5,430	94	362.98
J-31	151.00	5,430	91	360.86
J-32	150.00	5,430	88	354.31
J-33	138.00	5,430	94	354.31
J-102	156.75	5,430	160	370.70

Simulated Flow Test at H-1
Pipe Table - Time: 0.00 hours

Label	Diameter (in)	Hazen- Williams C	Length (ft)	Flow (Absolute) (gpm)	Velocity (ft/s)	Headloss Gradient (ft/ft)
P-7	8.0	115.0	362	10.860	0.07	0.000
P-8	8.0	115.0	427	419.924	2.68	0.005
P-9	8.0	115.0	343	414.494	2.65	0.004
P-12	8.0	115.0	138	403.634	2.58	0.004
P-14 (1)	8.0	115.0	27	5.430	0.03	0.000
P-15	12.0	115.0	185	1,406.870	3.99	0.006
P-16	12.0	115.0	171	1,401.440	3.98	0.006
P-16 (1)	8.0	115.0	175	5.430	0.03	0.000
P-17	12.0	115.0	143	1,390.580	3.94	0.006
P-18	12.0	115.0	119	1,385.150	3.93	0.006
P-19	12.0	115.0	96	1,379.720	3.91	0.006
P-19 (1)	8.0	115.0	109	1,368.860	8.74	0.041
P-19 (2)	8.0	115.0	346	5.430	0.03	0.000
P-27	8.0	115.0	293	5.430	0.03	0.000
P-28	8.0	115.0	129	10.860	0.07	0.000
P-50	6.0	115.0	30	0.000	0.00	0.000
P-52	12.0	115.0	347	1,417.730	4.02	0.006
P-53	8.0	115.0	210	5.430	0.03	0.000
P-54	8.0	115.0	348	409.064	2.61	0.004
P-59	6.0	115.0	29	1,358.000	15.41	0.164
P-60	36.0	115.0	178	436.214	0.14	0.000
P-61	48.0	130.0	1	436.214	0.08	0.000
P-63	12.0	115.0	280	1,019.526	2.89	0.003
P-64	12.0	115.0	43	1,035.816	2.94	0.003
P-65	48.0	130.0	1	1,035.816	0.18	0.000
P-66	8.0	115.0	58	5.430	0.03	0.000

Simulated Flow Test at H-1

Hydrant Table - Time: 0.00 hours

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)	Hydraulic Grade (ft)
H-1	152.75	1,358.000	85	349.55
H-4	167.25	0.000	86	366.01

Reservoir Table - Time: 0.00 hours

Label	Hydraulic Grade (ft)	Flow (Out net) (gpm)
R-1	176.00	436.214
R-2	177.00	1,035.816

Simulated Flow Test at H-4
Junction Table - Time: 0.00 hours

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)	Hydraulic Grade (ft)
J-1	151.00	5.430	93	366.81
J-3	148.00	5.430	95	366.81
J-7	156.50	5.430	93	371.03
J-8	177.00	5.430	84	371.04
J-9	170.60	5.430	86	369.56
J-10	174.20	5.430	84	368.40
J-12	167.10	5.430	87	367.27
J-13	165.50	5.430	87	366.83
J-15	145.50	5.430	96	366.82
J-16	144.30	5.430	96	366.82
J-17	150.60	5.430	94	366.82
J-18	153.50	5.430	92	366.82
J-19	149.00	5.430	94	366.82
J-25	174.00	5.430	83	366.74
J-26	171.00	5.430	83	362.28
J-27	165.50	5.430	81	352.20
J-30	146.00	5.430	96	366.82
J-31	151.00	5.430	93	366.82
J-32	150.00	5.430	94	366.81
J-33	138.00	5.430	99	366.81
J-102	156.75	5.430	161	371.03

Simulated Flow Test at H-4
Pipe Table - Time: 0.00 hours

Label	Diameter (in)	Hazen- Williams C	Length (ft)	Flow (Absolute) (gpm)	Velocity (ft/s)	Headloss Gradient (ft/ft)
P-7	8.0	115.0	362	10.860	0.07	0.000
P-8	8.0	115.0	427	360.261	2.30	0.003
P-9	8.0	115.0	343	354.831	2.26	0.003
P-12	8.0	115.0	138	343.971	2.20	0.003
P-14 (1)	8.0	115.0	27	5.430	0.03	0.000
P-15	12.0	115.0	185	48.870	0.14	0.000
P-16	12.0	115.0	171	43.440	0.12	0.000
P-16 (1)	8.0	115.0	175	5.430	0.03	0.000
P-17	12.0	115.0	143	32.580	0.09	0.000
P-18	12.0	115.0	119	27.150	0.08	0.000
P-19	12.0	115.0	96	21.720	0.06	0.000
P-19 (1)	8.0	115.0	109	10.860	0.07	0.000
P-19 (2)	8.0	115.0	346	5.430	0.03	0.000
P-27	8.0	115.0	293	1,244.430	7.94	0.034
P-28	8.0	115.0	129	1,249.860	7.98	0.035
P-50	6.0	115.0	30	1,239.000	14.06	0.138
P-52	12.0	115.0	347	59.730	0.17	0.000
P-53	8.0	115.0	210	5.430	0.03	0.000
P-54	8.0	115.0	348	349.401	2.23	0.003
P-59	6.0	115.0	29	0.000	0.00	0.000
P-60	36.0	115.0	178	376.551	0.12	0.000
P-61	48.0	130.0	1	376.551	0.07	0.000
P-63	12.0	115.0	280	278.810	0.79	0.000
P-64	12.0	115.0	43	976.480	2.77	0.003
P-65	48.0	130.0	1	976.480	0.17	0.000
P-66	8.0	115.0	58	5.430	0.03	0.000

Simulated Flow Test at H-4

Hydrant Table - Time: 0.00 hours

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)	Hydraulic Grade (ft)
H-1	152.75	0.000	93	366.81
H-4	167.25	1,239.000	78	348.04

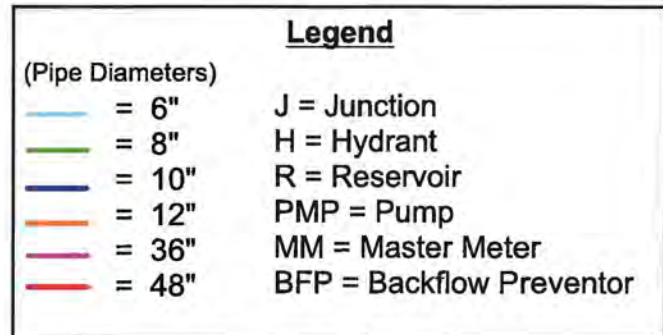
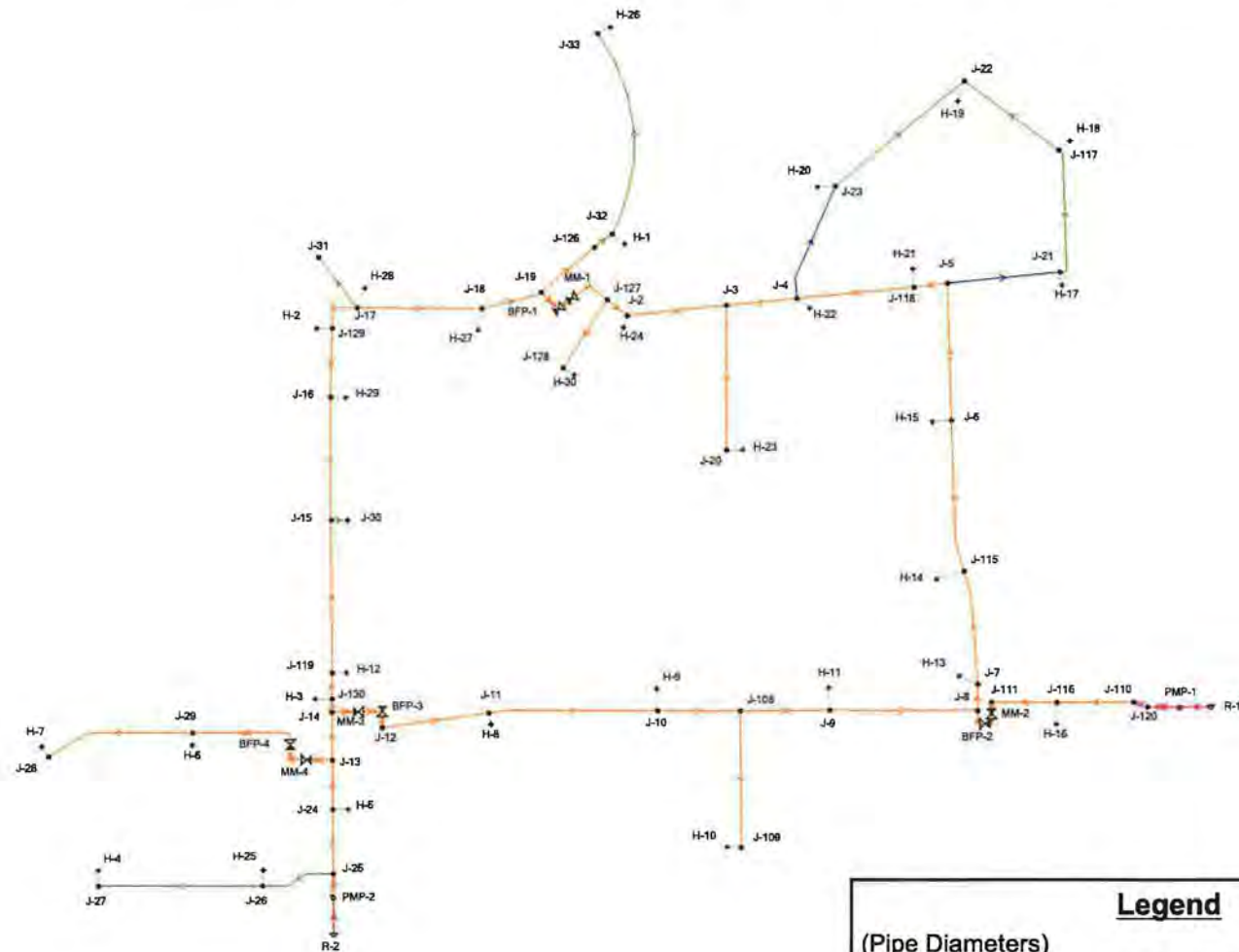
Reservoir Table - Time: 0.00 hours

Label	Hydraulic Grade (ft)	Flow (Out net) (gpm)
R-1	176.00	376.551
R-2	177.00	976.480

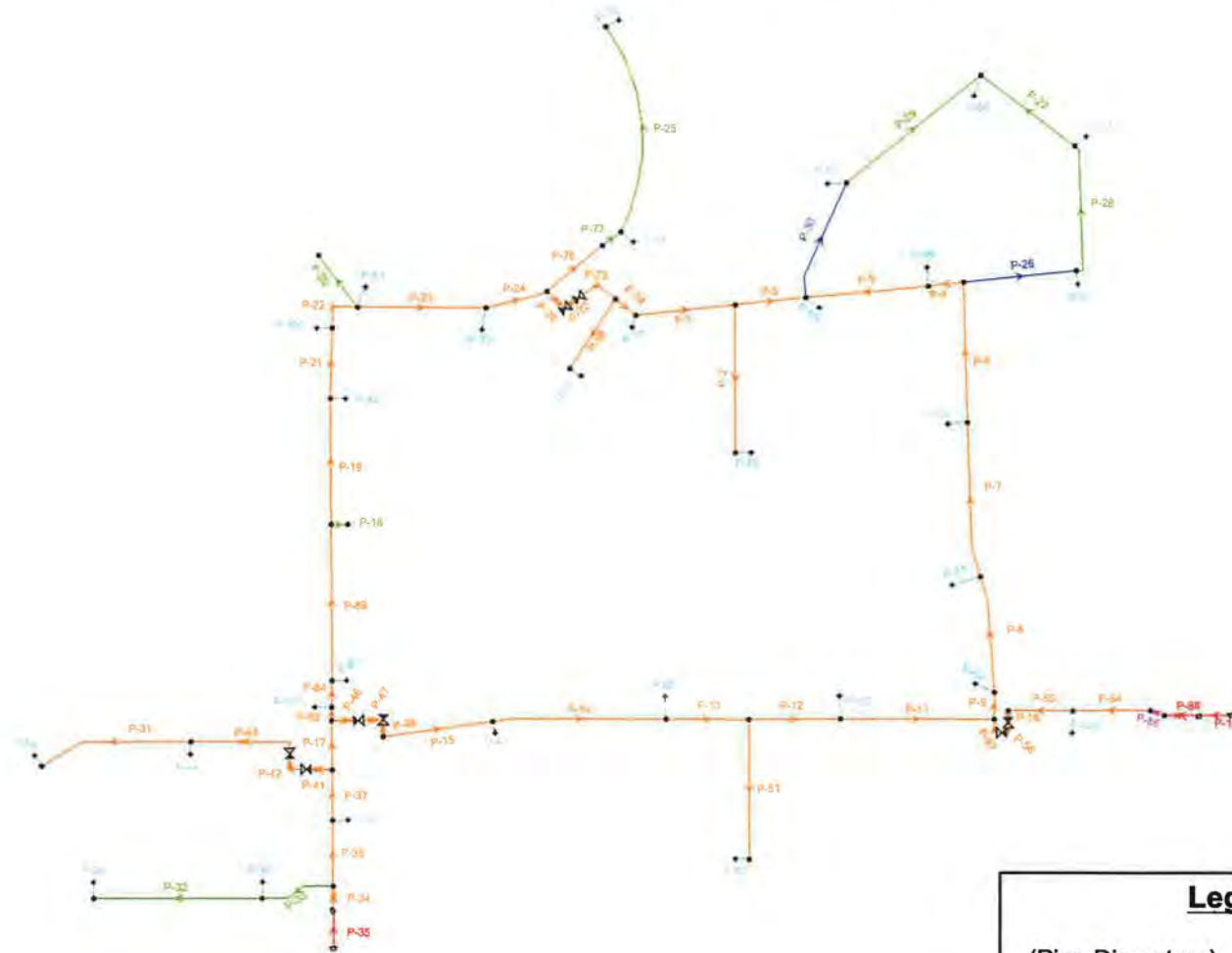
Attachment 9

Model Results for System Proposed by CBG

System Layout - Junction, Hydrant, Pump, Valve, and Reservoir ID's



System Layout - Pipe ID's,



Legend

(Pipe Diameters)

- = 6"
- = 8"
- = 10"
- = 12"
- = 36"
- = 48"

P = Pipe

ADD Scenario

Junction Table - Time: 0.00 hours

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)	Hydraulic Grade (ft)
J-2	149.00	2.430	85	345.45
J-3	148.00	2.430	85	345.45
J-4	147.50	2.430	86	345.45
J-5	151.40	2.430	84	345.45
J-6	154.40	2.430	83	345.45
J-7	164.00	2.430	79	345.45
J-8	172.00	2.430	75	345.45
J-9	170.60	2.430	76	345.45
J-10	169.00	2.430	76	345.45
J-11	167.10	2.430	77	345.45
J-12	165.80	2.430	78	345.45
J-13	166.30	2.430	89	373.01
J-14	159.00	2.430	93	373.01
J-15	145.50	2.430	98	373.01
J-16	144.30	2.430	99	373.01
J-17	150.60	2.430	96	373.01
J-18	153.50	2.430	95	373.01
J-19	151.00	2.430	96	373.01
J-20	150.00	2.430	85	345.45
J-21	157.50	2.430	81	345.45
J-22	147.70	2.430	86	345.45
J-23	141.50	2.430	88	345.45
J-24	170.00	2.430	88	373.02
J-25	171.00	2.430	87	373.02
J-26	171.00	2.430	87	373.02
J-27	165.50	2.430	90	373.02
J-28	152.00	2.430	91	361.98
J-29	164.10	2.430	86	361.98
J-30	146.00	2.430	98	373.01
J-31	151.00	2.430	96	373.01
J-32	150.00	2.430	96	373.01
J-33	138.00	2.430	102	373.01
J-108	169.70	2.430	76	345.45
J-109	189.40	2.430	68	345.45
J-110	175.00	2.430	85	372.59
J-111	172.00	2.430	87	372.59
J-115	162.00	2.430	79	345.45
J-116	180.00	2.430	83	372.59
J-117	155.80	2.430	82	345.45
J-118	150.60	2.430	84	345.45
J-119	158.00	2.430	93	373.01
J-120	176.00	2.430	85	372.59
J-126	150.00	2.430	96	373.01
J-127	149.00	2.430	85	345.45
J-128	155.00	2.430	82	345.45
J-129	144.00	2.430	99	373.01
J-130	158.50	2.430	93	373.01

ADD Scenario

Pipe Table - Time: 0.00 hours

Label	Diameter (In)	Hazen- Williams C	Length (ft)	Flow (Absolute) (gpm)	Velocity (ft/s)	Headloss Gradient (ft/ft)
P-34	12.0	130.0	42	89.156	0.25	0.000
P-36	12.0	130.0	114	81.866	0.23	0.000
P-37	12.0	130.0	87	79.436	0.23	0.000
P-17	12.0	130.0	85	72.145	0.20	0.000
P-83	12.0	130.0	23	50.628	0.14	0.000
P-84	12.0	130.0	46	48.198	0.14	0.000
P-89	12.0	130.0	270	45.768	0.13	0.000
P-19	12.0	130.0	218	40.908	0.12	0.000
P-21	12.0	130.0	122	38.478	0.11	0.000
P-22	12.0	130.0	80	36.047	0.10	0.000
P-23	12.0	130.0	220	31.187	0.09	0.000
P-24	12.0	130.0	109	28.757	0.08	0.000
P-54	12.0	130.0	135	20.200	0.06	0.000
P-48	12.0	115.0	30	19.087	0.05	0.000
P-46	12.0	130.0	46	19.087	0.05	0.000
P-47	12.0	130.0	43	19.087	0.05	0.000
P-75	12.0	130.0	43	19.037	0.05	0.000
P-72	12.0	130.0	31	19.036	0.05	0.000
P-73	12.0	130.0	78	19.036	0.05	0.000
P-55	12.0	130.0	113	17.770	0.05	0.000
P-9	12.0	130.0	47	17.416	0.05	0.000
P-15	12.0	130.0	190	16.657	0.05	0.000
P-57	12.0	130.0	36	15.340	0.04	0.000
P-16	12.0	130.0	20	15.340	0.04	0.000
P-56	12.0	130.0	30	15.340	0.04	0.000
P-8	12.0	130.0	202	14.986	0.04	0.000
P-14	12.0	130.0	301	14.227	0.04	0.000
P-74	12.0	130.0	45	14.176	0.04	0.000
P-7	12.0	130.0	269	12.556	0.04	0.000
P-13	12.0	130.0	144	11.797	0.03	0.000
P-1	12.0	130.0	174	11.746	0.03	0.000
P-77	8.0	115.0	39	4.860	0.03	0.000
P-33	8.0	115.0	131	4.860	0.03	0.000
P-6	12.0	130.0	242	10.126	0.03	0.000
P-76	12.0	130.0	125	7.290	0.02	0.000
P-26	10.0	130.0	196	5.025	0.02	0.000
P-30	10.0	130.0	214	4.696	0.02	0.000
P-12	12.0	130.0	158	6.937	0.02	0.000
P-3	12.0	130.0	123	6.886	0.02	0.000
P-28	8.0	130.0	230	2.595	0.02	0.000
P-35	48.0	130.0	1	89.156	0.02	0.000
P-25	8.0	115.0	374	2.430	0.02	0.000
P-20	8.0	115.0	112	2.430	0.02	0.000
P-18	8.0	115.0	28	2.430	0.02	0.000
P-32	8.0	115.0	290	2.430	0.02	0.000
P-29	8.0	130.0	296	2.266	0.01	0.000
P-43	12.0	130.0	192	4.860	0.01	0.000
P-41	12.0	130.0	46	4.860	0.01	0.000
P-42	12.0	130.0	55	4.860	0.01	0.000
P-11	12.0	130.0	264	4.507	0.01	0.000
P-4	12.0	130.0	61	2.671	0.01	0.000
P-86	36.0	115.0	26	22.630	0.01	0.000
P-31	12.0	130.0	267	2.430	0.01	0.000

ADD Scenario

Pipe Table - Time: 0.00 hours

Label	Diameter (in)	Hazen- Williams C	Length (ft)	Flow (Absolute) (gpm)	Velocity (ft/s)	Headloss Gradient (ft/ft)
P-2	12.0	130.0	256	2.430	0.01	0.000
P-51	12.0	130.0	242	2.430	0.01	0.000
P-98	12.0	130.0	144	2.430	0.01	0.000
P-88	48.0	130.0	1	25.060	0.00	0.000
P-10	48.0	130.0	1	25.060	0.00	0.000
P-5	12.0	130.0	211	0.241	0.00	0.000
P-27	8.0	130.0	204	0.164	0.00	0.000
P-40	6.0	130.0	30	0.000	0.00	0.000
P-66	6.0	130.0	25	0.000	0.00	0.000
P-65	6.0	130.0	25	0.000	0.00	0.000
P-44	6.0	130.0	15	0.000	0.00	0.000
P-101	6.0	130.0	25	0.000	0.00	0.000
P-64	6.0	130.0	25	0.000	0.00	0.000
P-99	6.0	130.0	25	0.000	0.00	0.000
P-100	6.0	130.0	25	0.000	0.00	0.000
P-67	6.0	130.0	25	0.000	0.00	0.000
P-62	6.0	130.0	30	0.000	0.00	0.000
P-79	6.0	115.0	25	0.000	0.00	0.000
P-80	6.0	130.0	30	0.000	0.00	0.000
P-63	6.0	130.0	25	0.000	0.00	0.000
P-52	6.0	130.0	24	0.000	0.00	0.000
P-68	6.0	130.0	25	0.000	0.00	0.000
P-49	6.0	130.0	25	0.000	0.00	0.000
P-53	6.0	130.0	25	0.000	0.00	0.000
P-85	6.0	130.0	25	0.000	0.00	0.000
P-50	6.0	130.0	25	0.000	0.00	0.000
P-69	6.0	130.0	25	0.000	0.00	0.000
P-82	6.0	130.0	25	0.000	0.00	0.000
P-38	6.0	115.0	30	0.000	0.00	0.000
P-70	6.0	130.0	25	0.000	0.00	0.000
P-60	6.0	130.0	30	0.000	0.00	0.000
P-61	6.0	130.0	30	0.000	0.00	0.000
P-81	6.0	130.0	30	0.000	0.00	0.000
P-78	6.0	115.0	25	0.000	0.00	0.000
P-39	6.0	115.0	30	0.000	0.00	0.000
P-45	6.0	130.0	15	0.000	0.00	0.000
P-71	6.0	130.0	25	0.000	0.00	0.000

ADD Scenario

Hydrant Table - Time: 0.00 hours

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)	Hydraulic Grade (ft)
H-1	152.75	0.000	95	373.01
H-2	151.50	0.000	96	373.01
H-3	160.00	0.000	92	373.01
H-4	167.25	0.000	89	373.02
H-5	171.75	0.000	87	373.02
H-6	165.85	0.000	85	361.98
H-7	153.50	0.000	90	361.98
H-8	168.85	0.000	76	345.45
H-9	170.75	0.000	76	345.45
H-10	191.15	0.000	67	345.45
H-11	172.35	0.000	75	345.45
H-12	159.75	0.000	92	373.01
H-13	165.75	0.000	78	345.45
H-14	163.75	0.000	79	345.45
H-15	156.15	0.000	82	345.45
H-16	181.50	0.000	83	372.59
H-17	159.25	0.000	81	345.45
H-18	157.55	0.000	81	345.45
H-19	149.45	0.000	85	345.45
H-20	143.25	0.000	87	345.45
H-21	152.35	0.000	84	345.45
H-22	149.25	0.000	85	345.45
H-23	151.75	0.000	84	345.45
H-24	150.75	0.000	84	345.45
H-25	172.75	0.000	87	373.02
H-26	139.75	0.000	101	373.01
H-27	155.25	0.000	94	373.01
H-28	152.50	0.000	95	373.01
H-29	148.00	0.000	97	373.01
H-30	159.50	0.000	80	345.45

Reservoir Table - Time: 0.00 hours

Label	Hydraulic Grade (ft)	Flow (Out net) (gpm)
R-1	176.50	25.060
R-2	177.00	89.156

PHD Scenario

Junction Table - Time: 0.00 hours

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)	Hydraulic Grade (ft)
J-2	149.00	6.320	84	342.88
J-3	148.00	6.320	84	342.88
J-4	147.50	6.320	85	342.88
J-5	151.40	6.320	83	342.88
J-6	154.40	6.320	82	342.88
J-7	164.00	6.320	77	342.88
J-8	172.00	6.320	74	342.88
J-9	170.60	6.320	75	342.88
J-10	169.00	6.320	75	342.88
J-11	167.10	6.320	76	342.88
J-12	165.80	6.320	77	342.89
J-13	166.30	6.320	89	372.65
J-14	159.00	6.320	92	372.64
J-15	145.50	6.320	98	372.62
J-16	144.30	6.320	99	372.61
J-17	150.60	6.320	96	372.61
J-18	153.50	6.320	95	372.60
J-19	151.00	6.320	96	372.60
J-20	150.00	6.320	83	342.88
J-21	157.50	6.320	80	342.88
J-22	147.70	6.320	84	342.88
J-23	141.50	6.320	87	342.88
J-24	170.00	6.320	88	372.66
J-25	171.00	6.320	87	372.67
J-26	171.00	6.320	87	372.67
J-27	165.50	6.320	90	372.67
J-28	152.00	6.320	84	345.82
J-29	164.10	6.320	79	345.82
J-30	146.00	6.320	98	372.62
J-31	151.00	6.320	96	372.61
J-32	150.00	6.320	96	372.60
J-33	138.00	6.320	101	372.60
J-108	169.70	6.320	75	342.88
J-109	189.40	6.320	66	342.88
J-110	175.00	6.320	85	372.55
J-111	172.00	6.320	87	372.54
J-115	162.00	6.320	78	342.88
J-116	180.00	6.320	83	372.55
J-117	155.80	6.320	81	342.88
J-118	150.60	6.320	83	342.88
J-119	158.00	6.320	93	372.63
J-120	176.00	6.320	85	372.55
J-126	150.00	6.320	96	372.60
J-127	149.00	6.320	84	342.88
J-128	155.00	6.320	81	342.88
J-129	144.00	6.320	99	372.61
J-130	158.50	6.320	93	372.64

PHD Scenario

Pipe Table - Time: 0.00 hours

Label	Diameter (in)	Hazen- Williams C	Length (ft)	Flow (Absolute) (gpm)	Velocity (ft/s)	Headloss Gradient (ft/ft)
P-34	12.0	130.0	42	226.290	0.64	0.000
P-36	12.0	130.0	114	207.330	0.59	0.000
P-37	12.0	130.0	87	201.009	0.57	0.000
P-17	12.0	130.0	85	182.049	0.52	0.000
P-83	12.0	130.0	23	128.663	0.36	0.000
P-84	12.0	130.0	46	122.343	0.35	0.000
P-89	12.0	130.0	270	116.022	0.33	0.000
P-19	12.0	130.0	218	103.382	0.29	0.000
P-21	12.0	130.0	122	97.062	0.28	0.000
P-22	12.0	130.0	80	90.742	0.26	0.000
P-23	12.0	130.0	220	78.102	0.22	0.000
P-24	12.0	130.0	109	71.781	0.20	0.000
P-54	12.0	130.0	135	58.116	0.16	0.000
P-48	12.0	115.0	30	47.066	0.13	0.000
P-46	12.0	130.0	46	47.065	0.13	0.000
P-47	12.0	130.0	43	47.065	0.13	0.000
P-75	12.0	130.0	43	46.501	0.13	0.000
P-72	12.0	130.0	31	46.501	0.13	0.000
P-73	12.0	130.0	78	46.501	0.13	0.000
P-55	12.0	130.0	113	51.796	0.15	0.000
P-9	12.0	130.0	47	48.301	0.14	0.000
P-15	12.0	130.0	190	40.746	0.12	0.000
P-57	12.0	130.0	36	45.476	0.13	0.000
P-16	12.0	130.0	20	45.476	0.13	0.000
P-56	12.0	130.0	30	45.476	0.13	0.000
P-8	12.0	130.0	202	41.981	0.12	0.000
P-14	12.0	130.0	301	34.425	0.10	0.000
P-74	12.0	130.0	45	33.861	0.10	0.000
P-7	12.0	130.0	269	35.661	0.10	0.000
P-13	12.0	130.0	144	28.105	0.08	0.000
P-1	12.0	130.0	174	27.541	0.08	0.000
P-77	8.0	115.0	39	12.641	0.08	0.000
P-33	8.0	115.0	131	12.640	0.08	0.000
P-6	12.0	130.0	242	29.341	0.08	0.000
P-76	12.0	130.0	125	18.961	0.05	0.000
P-26	10.0	130.0	196	13.149	0.05	0.000
P-30	10.0	130.0	214	12.132	0.05	0.000
P-12	12.0	130.0	158	15.465	0.04	0.000
P-3	12.0	130.0	123	14.900	0.04	0.000
P-28	8.0	130.0	230	6.829	0.04	0.000
P-35	48.0	130.0	1	226.290	0.04	0.000
P-25	8.0	115.0	374	6.320	0.04	0.000
P-20	8.0	115.0	112	6.320	0.04	0.000
P-18	8.0	115.0	28	6.320	0.04	0.000
P-32	8.0	115.0	290	6.320	0.04	0.000
P-29	8.0	130.0	296	5.811	0.04	0.000
P-43	12.0	130.0	192	12.641	0.04	0.000
P-41	12.0	130.0	46	12.641	0.04	0.000
P-42	12.0	130.0	55	12.641	0.04	0.000
P-11	12.0	130.0	264	9.145	0.03	0.000
P-4	12.0	130.0	61	9.872	0.03	0.000
P-86	36.0	115.0	26	64.436	0.02	0.000
P-31	12.0	130.0	267	6.320	0.02	0.000

PHD Scenario

Pipe Table - Time: 0.00 hours

Label	Diameter (in)	Hazen- Williams C	Length (ft)	Flow (Absolute) (gpm)	Velocity (ft/s)	Headloss Gradient (ft/ft)
P-2	12.0	130.0	256	6.320	0.02	0.000
P-51	12.0	130.0	242	6.320	0.02	0.000
P-98	12.0	130.0	144	6.320	0.02	0.000
P-88	48.0	130.0	1	70.756	0.01	0.000
P-10	48.0	130.0	1	70.756	0.01	0.000
P-5	12.0	130.0	211	3.552	0.01	0.000
P-27	8.0	130.0	204	0.509	0.00	0.000
P-40	6.0	130.0	30	0.000	0.00	0.000
P-66	6.0	130.0	25	0.000	0.00	0.000
P-65	6.0	130.0	25	0.000	0.00	0.000
P-44	6.0	130.0	15	0.000	0.00	0.000
P-101	6.0	130.0	25	0.000	0.00	0.000
P-64	6.0	130.0	25	0.000	0.00	0.000
P-99	6.0	130.0	25	0.000	0.00	0.000
P-100	6.0	130.0	25	0.000	0.00	0.000
P-67	6.0	130.0	25	0.000	0.00	0.000
P-62	6.0	130.0	30	0.000	0.00	0.000
P-79	6.0	115.0	25	0.000	0.00	0.000
P-80	6.0	130.0	30	0.000	0.00	0.000
P-63	6.0	130.0	25	0.000	0.00	0.000
P-52	6.0	130.0	24	0.000	0.00	0.000
P-68	6.0	130.0	25	0.000	0.00	0.000
P-49	6.0	130.0	25	0.000	0.00	0.000
P-53	6.0	130.0	25	0.000	0.00	0.000
P-85	6.0	130.0	25	0.000	0.00	0.000
P-50	6.0	130.0	25	0.000	0.00	0.000
P-69	6.0	130.0	25	0.000	0.00	0.000
P-82	6.0	130.0	25	0.000	0.00	0.000
P-38	6.0	115.0	30	0.000	0.00	0.000
P-70	6.0	130.0	25	0.000	0.00	0.000
P-60	6.0	130.0	30	0.000	0.00	0.000
P-61	6.0	130.0	30	0.000	0.00	0.000
P-81	6.0	130.0	30	0.000	0.00	0.000
P-78	6.0	115.0	25	0.000	0.00	0.000
P-39	6.0	115.0	30	0.000	0.00	0.000
P-45	6.0	130.0	15	0.000	0.00	0.000
P-71	6.0	130.0	25	0.000	0.00	0.000

PHD Scenario

Hydrant Table - Time: 0.00 hours

Label	Elevation (ft)	Demand (gpm)	Pressure (psi)	Hydraulic Grade (ft)
H-1	152.75	0.000	95	372.60
H-2	151.50	0.000	96	372.61
H-3	160.00	0.000	92	372.64
H-4	167.25	0.000	89	372.67
H-5	171.75	0.000	87	372.66
H-6	165.85	0.000	78	345.82
H-7	153.50	0.000	83	345.82
H-8	168.85	0.000	75	342.88
H-9	170.75	0.000	74	342.88
H-10	191.15	0.000	66	342.88
H-11	172.35	0.000	74	342.88
H-12	159.75	0.000	92	372.63
H-13	165.75	0.000	77	342.88
H-14	163.75	0.000	78	342.88
H-15	156.15	0.000	81	342.88
H-16	181.50	0.000	83	372.55
H-17	159.25	0.000	79	342.88
H-18	157.55	0.000	80	342.88
H-19	149.45	0.000	84	342.88
H-20	143.25	0.000	86	342.88
H-21	152.35	0.000	82	342.88
H-22	149.25	0.000	84	342.88
H-23	151.75	0.000	83	342.88
H-24	150.75	0.000	83	342.88
H-25	172.75	0.000	86	372.67
H-26	139.75	0.000	101	372.60
H-27	155.25	0.000	94	372.60
H-28	152.50	0.000	95	372.61
H-29	148.00	0.000	97	372.61
H-30	159.50	0.000	79	342.88

Reservoir Table - Time: 0.00 hours

Label	Hydraulic Grade (ft)	Flow (Out net) (gpm)
R-1	176.50	70.756
R-2	177.00	226.290

MDD + FF Scenario
Fire Flow Report - Time: 0.00 hours

Label	Satisfies Fire Flow Constraints ?	Flow (Total Needed) (gpm)	Fire Flow (Available) (gpm)	Pressure (Residual Lower Limit) (psi)	Pressure (Calculated Residual) (psi)	Velocity of Maximum Pipe (ft/s)
H-1	True	1,500.000	1,501.000	20	82	9.62
H-2	True	3,500.000	3,501.000	20	47	10.11
H-3	True	3,500.000	3,501.000	20	50	10.11
H-4	True	1,500.000	1,501.000	20	71	9.62
H-5	True	3,500.000	3,501.000	20	46	10.11
H-6	True	3,500.000	3,501.000	20	31	10.11
H-7	True	3,500.000	3,501.000	20	33	10.11
H-8	True	3,500.000	3,501.000	20	55	5.40
H-9	True	3,500.000	3,501.000	20	54	5.54
H-10	True	3,500.000	3,501.000	20	43	9.94
H-11	True	3,500.000	3,501.000	20	54	6.47
H-12	True	3,500.000	3,501.000	20	50	10.11
H-13	True	3,500.000	3,501.000	20	56	7.86
H-14	True	3,500.000	3,501.000	20	56	7.35
H-15	True	3,500.000	3,501.000	20	58	6.80
H-16	True	3,500.000	3,501.000	20	44	9.95
H-17	True	3,500.000	3,501.000	20	54	11.33
H-18	True	3,500.000	3,501.000	20	50	13.16
H-19	True	3,500.000	3,501.000	20	52	12.08
H-20	True	3,500.000	3,501.000	20	61	11.07
H-21	True	3,500.000	3,501.000	20	60	6.40
H-22	True	3,500.000	3,501.000	20	62	5.98
H-23	True	3,500.000	3,501.000	20	57	9.94
H-24	True	3,500.000	3,501.000	20	61	5.31
H-25	True	1,500.000	1,501.000	20	75	9.62
H-26	True	1,500.000	1,501.000	20	80	9.62
H-27	True	3,500.000	3,501.000	20	40	10.11
H-28	True	3,500.000	3,501.000	20	44	10.11
H-29	True	3,500.000	3,501.000	20	50	10.11
H-30	True	3,500.000	3,501.000	20	55	9.94

MDD + FF Scenario

Junction Table - Time: 0.00 hours

Label	Elevation (ft)	Demand (gpm)	Pressure (psf)	Hydraulic Grade (ft)
J-2	149.00	2.920	70	310.99
J-3	148.00	2.920	70	310.04
J-4	147.50	2.920	71	311.15
J-5	151.40	2.920	70	312.97
J-6	154.40	2.920	70	315.20
J-7	164.00	2.920	67	319.57
J-8	172.00	2.920	64	320.00
J-9	170.60	2.920	65	320.06
J-10	169.00	2.920	65	320.12
J-11	167.10	2.920	66	320.19
J-12	165.80	2.920	67	320.24
J-13	166.30	2.920	80	350.45
J-14	159.00	2.920	83	349.77
J-15	145.50	2.920	88	347.81
J-16	144.30	2.920	88	346.57
J-17	150.60	2.920	84	345.41
J-18	153.50	2.920	82	344.17
J-19	151.00	2.920	83	343.56
J-20	150.00	2.920	66	303.43
J-21	157.50	2.920	67	312.82
J-22	147.70	2.920	71	311.91
J-23	141.50	2.920	73	311.30
J-24	170.00	2.920	78	351.15
J-25	171.00	2.920	78	352.06
J-26	171.00	2.920	78	352.06
J-27	165.50	2.920	81	352.06
J-28	152.00	2.920	80	336.88
J-29	164.10	2.920	75	336.88
J-30	146.00	2.920	87	347.81
J-31	151.00	2.920	84	345.41
J-32	150.00	2.920	84	343.56
J-33	138.00	2.920	89	343.56
J-108	169.70	2.920	65	320.09
J-109	189.40	2.920	57	320.09
J-110	175.00	2.920	77	354.01
J-111	172.00	2.920	78	352.21
J-115	162.00	2.920	67	317.69
J-116	180.00	2.920	75	353.03
J-117	155.80	2.920	68	312.33
J-118	150.60	2.920	70	312.56
J-119	158.00	2.920	83	349.37
J-120	176.00	2.920	77	354.01
J-126	150.00	2.920	84	343.56
J-127	149.00	2.920	70	311.24
J-128	155.00	2.920	68	311.24
J-129	144.00	2.920	87	345.87
J-130	158.50	2.920	83	349.64

Appendix D

SFPUC BMC Calculator Output



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 432,393
Subwatershed Name (if applicable): N

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

The Sizing Calculator is not recommend for large or complex sites. See 'BMP Sizing Instructions' worksheet for site size restrictions.

STEP 1 - Enter the site's infiltration characteristics

HSG Soil Type: B
Is Infiltration Feasible or Proposed? Yes
Measured Infiltration Rate (in/hr):
Infiltration Testing Method: Not Conducted
Infiltration Rate Correction Factor: 0.00
Design Infiltration Rate (in/hr): 0.35

STEP 2 - Enter the site's EXISTING runoff pathway information to estimate the Time of Concentration (Tc)

Existing Means of Conveying Runoff Offsite? Pipe
Avg. Site Slope in Direction of Flow (%): 5.0%
Maximum Flow Length (ft): 300

STEP 3a - Enter the sites EXISTING and PROPOSED areas of impervious, pervious, and BMP surfaces.

	Surface Type	Existing (ft ²)	Proposed (ft ²)	Curve Number
Conventional Surfaces	Impervious			
	Pavement (Conventional)	354,011	343,633	98
	Roof (Conventional)			98
	Gravel on Soils			85
	Other:			
	Impervious Areas Subtotal	354,011	343,633	
Pervious	Grass/Lawn on Grade			61
	Landscaping on Grade (Low Density)	78,382	60,641	56
	Landscaping on Grade (High Density)			48
	Street Tree Well (ROW Only)			35
	Traditional Planter on Structure			
	Pervious Areas Subtotal	78,382	60,641	
Stormwater BMPs	Retention			
	Bioretention (No Underdrain, No Liner)	--	--	--
	Cistern	--	0	--
	Infiltration Trench	--	--	--
	Dry Well/Infiltration Gallery	--	0	--
	Permeable Pavement (No Underdrain)	--	24,792	--
	Detention			
	Bioretention/FTP (Underdrain, No Liner)	--	3,327	--
	Bioretention/FTP (Underdrain, Liner)	--	--	--
	Vegetated Roof	--	--	--
	Permeable Pavement (Underdrain)	--	--	--
	Detention Vault or Tank	--	0	--
	BMP Areas Subtotals	--	28,119	--
	Total Project Site Areas	432,393	432,393	--

BMPs in Series	
Are BMPs in Series Proposed?	No
First BMP in Series	
Receiving BMP in Series	

STEP 3b - Enter stormwater BMP design information AND the conventional areas from Step 3a that drain to each BMP measure.

Drainage Areas		BMP Depths and Volumes					Outlet Design	
Impervious Area Draining to BMP (ft ²)	Pervious Area Draining to BMP (ft ²)	BMP Ponding Depth (ft)	BMP Media Depth (ft)	Gravel Storage Depth (ft)	Height of Underdrain Above Base (ft)	Storage Volume (gallons)	Outlet or Orifice Diameter (in)	Approx. Drawdown Time (hrs)
		0.5	1.5	1.00	--	0	--	0
		--	--	0.00	--	0	--	0 days
		--	--	3.00	--	0	--	0
39,610	6,990	0.0	--	2.50	--	41,140	--	34
14,553	0	--	--	2.33	--	172,834	--	32
28,843	5,090	0.5	1.5	3.00	2.50	53,505	4.0	3
		0.5	1.5	--	--	0	4.0	0
	0	--	0.50	--	--	0	4.0	0
	0	--	--	3.00	2.00	0	4.0	0
		--	--	--	--		1.5	0
83,006	12,080					267,479		



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 432,393
Subwatershed Name (if applicable): N

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved?

No

N/A
N/A

Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

The Sizing Calculator is not recommend for large or complex sites. See 'BMP Sizing Instructions' worksheet for

STEP 4 - Check that site and drainage management areas are entered correctly.

(CSS = Combined Sewer System)

Project Site Surfaces	Existing Area (ft ²)	Proposed Area (ft ²)	CHECK OF AREAS
Impervious Area Draining to BMP	0	83,006	OK
Impervious Area Draining Directly to CSS	354,011	260,627	OK
Pervious Area Draining to BMP	0	12,080	
Pervious Area Draining Directly to CSS	78,382	48,561	
Stormwater BMP Area	0	28,119	OK
Total Area	432,393	432,393	

Other Performance Outputs

(For PUC tracking/auditing, not compliance related)

Total Runoff from Drainage Area (gal per year)	4,510,695
Annual Runoff Removed From Sewer (gal per year)	1,110,680
Annual Runoff Detained (gal per year)	91,006
Increased Green Space (acres)	-0.33

STEP 5 - Compare if the SMR runoff reductions to quantity control requirements are met. If not, review BMP performance output in Step 6, then return to Step 3 to adjust stormwater strategies.

Quantity Control Parameter	Existing Conditions	Proposed Conditions	% Reduction From Existing Conditions	Target % Reduction	Requirement Met?
1-yr, 24 hr: Peak Flow (cfs)	12.262	9.072	26%	N/A	N/A
1-yr, 24 hr: Runoff Volume (ft ³)	72,222	54,109	25%	N/A	N/A
2-yr, 24 hr: Peak Flow (cfs)	14.785	10.940	26%	25%	YES
2-yr, 24 hr: Runoff Volume (ft ³)	78,496	59,249	25%	25%	YES

STEP 6 - Review the summary table below to see how each BMP performs during the 2-yr 24 hr storm. The site's hydrographs are shown in the "Rainfall and Hydrographs" tab.

Stormwater BMP Measures		Inflows	Outflows		Volume In	Volume Retained		Volume Out to CSS		
		Peak Flow to BMP (cfs)	Peak Rate of Discharged Flow (cfs)	Peak Rate of Overflow (cfs)	Runoff to BMP (ft³)	Infiltration + E/T (ft³)	Reuse (ft³)	Volume Remaining in Storage (ft³)	Detained Discharge Volume (ft³)	Overflow Volume (ft³)
Retention	Retention BMP Measures									
	Bioretention (No Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Cistern	0.000	0.000	0.000	0	0	0	0	0	0
	Infiltration Trench	0.000	0.000	0.000	0	0	0	0	0	0
	Dry Well/Infiltration Gallery	1.663	0.000	0.000	8879	8879	0	0	0	0
	Permeable Pavement (No Underdrain)	1.651	0.000	0.000	8595	8595	0	0	0	0
Detention	Detention + E/T BMP Measures									
	Bioretention/FTP (Underdrain, No Liner)	1.350	0.115	0.000	7104	5516	0	0	1587	0
	Bioretention/FTP (Underdrain, Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Vegetated Roof	0.000	0.000	0.000	0	0	0	0	0	0
	Detention BMP Measures									
	Permeable Pavement (Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
	Detention Vault or Tank	0.000	0.000	0.000	0	0	0	0	0	0
Totals					24,578	22,991	0	0	1,587	0

For BMPs in Series Only

Volume to Receiving BMP	
Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
—	—
0	0
—	—
—	—
—	—
0	0
0	0
0	0
—	—
0	0
0	0

NOTE: With the exception of Cisterns, BMP measures should not have any "Volume Remaining in Storage". If volume is remaining in any BMP measures other than a Cistern, check and revise STEP 3b for the "Outlet Design" (outlet/orifice diameter) or underdrain such that the "Approx. Drawdown Time" is less than 48 hours, therefore empty for the next storm event.



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 70,084
Subwatershed Name (if applicable): N-CEN

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved?
N/A
N/A

No

Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 1 - Enter the site's infiltration characteristics

HSG Soil Type: B
Is Infiltration Feasible or Proposed? Yes
Measured Infiltration Rate (in/hr):
Infiltration Testing Method: Not Conducted
Infiltration Rate Correction Factor: 0.00
Design Infiltration Rate (in/hr): 0.35

STEP 2 - Enter the site's EXISTING runoff pathway information to estimate the Time of Concentration (Tc)

Existing Means of Conveying Runoff Offsite? Pipe
Avg. Site Slope in Direction of Flow (%): 5.0%
Maximum Flow Length (ft): 300

STEP 3a - Enter the sites EXISTING and PROPOSED areas of impervious, pervious, and BMP surfaces.

	Surface Type	Existing (ft ²)	Proposed (ft ²)	Curve Number
Conventional Surfaces	Impervious			
	Pavement (Conventional)	66,088	63,076	98
	Roof (Conventional)			98
	Gravel on Soils			85
	Other:			
	Impervious Areas Subtotal	66,088	63,076	
Pervious	Grass/Lawn on Grade			61
	Landscaping on Grade (Low Density)	3,996	7,008	56
	Landscaping on Grade (High Density)			48
	Street Tree Well (ROW Only)			35
	Traditional Planter on Structure			
	Pervious Areas Subtotal	3,996	7,008	
Stormwater BMPs	Retention			
	Bioretention (No Underdrain, No Liner)	--	0	--
	Cistern	--	0	--
	Infiltration Trench	--	--	--
	Dry Well/Infiltration Gallery	--	0	--
	Permeable Pavement (No Underdrain)	--	0	--
	Detention			
	Bioretention/FTP (Underdrain, No Liner)	--	--	--
	Bioretention/FTP (Underdrain, Liner)	--	--	--
	Vegetated Roof	--	--	--
	Permeable Pavement (Underdrain)	--	0	--
	Detention Vault or Tank	--	0	--
	BMP Areas Subtotals	--	0	--
	Total Project Site Areas	70,084	70,084	--

BMPs In Series	
Are BMPs in Series Proposed?	No
First BMP in Series	
Receiving BMP in Series	

STEP 3b - Enter stormwater BMP design information AND the conventional areas from Step 3a that drain to each BMP measure.

Drainage Areas		BMP Depths and Volumes					Outlet Design	
Impervious Area Draining to BMP (ft²)	Pervious Area Draining to BMP (ft²)	BMP Ponding Depth (ft)	BMP Media Depth (ft)	Gravel Storage Depth (ft)	Height of Underdrain Above Base (ft)	Storage Volume (gallons)	Outlet or Orifice Diameter (in)	Approx. Drawdown Time (hrs)
0	0	0.5	1.5		--	0	--	0
0	0	--	--	0.00	--	0	--	0 days
		--	--	3.00	--	0	--	0
13,500	1,500	0.0	--	2.50	--	14,960	--	34
0	0	--	--	1.00	--	0	--	0
		0.5	1.5		0.17	0	4.0	0
		0.5	1.5		--	0	4.0	0
	0	--	0.50	--	--	0	4.0	0
	0	--	--	1.00	0.17	0	4.0	0
			--	--	--		1.5	0
BMP Areas Subtotals								
13,500	1,500					14,960		



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San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 70,084
Subwatershed Name (if applicable): N-CEN

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved?
N/A
N/A

No

Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 4 - Check that site and drainage management areas are entered correctly.
(CSS = Combined Sewer System)

Project Site Surfaces	Existing Area (ft ²)	Proposed Area (ft ²)	CHECK OF AREAS
Impervious Area Draining to BMP	0	13,500	OK
Impervious Area Draining Directly to CSS	66,088	49,576	
Pervious Area Draining to BMP	0	1,500	OK
Pervious Area Draining Directly to CSS	3,996	5,508	
Stormwater BMP Area	0	0	
Total Area	70,084	70,084	OK

Other Performance Outputs

(For PUC tracking/auditing, not compliance related)

Total Runoff from Drainage Area (gal per year)	832,929
Annual Runoff Removed From Sewer (gal per year)	208,126
Annual Runoff Detained (gal per year)	0
Increased Green Space (acres)	0.07

STEP 5 - Compare if the SMR runoff reductions to quantity control requirements are met. If not, review BMP performance output in Step 6, then return to Step 3 to adjust stormwater strategies.

Quantity Control Parameter	Existing Conditions	Proposed Conditions	% Reduction From Existing Conditions	Target % Reduction	Requirement Met?
1-yr, 24 hr: Peak Flow (cfs)	2.332	1.739	25%	N/A	N/A
1-yr, 24 hr: Runoff Volume (ft ³)	13,367	10,056	25%	N/A	N/A
2-yr, 24 hr: Peak Flow (cfs)	2.812	2.097	25%	25%	YES
2-yr, 24 hr: Runoff Volume (ft ³)	14,495	10,912	25%	25%	YES

STEP 6 - Review the summary table below to see how each BMP performs during the 2-yr 24 hr storm. The site's hydrographs are shown in the "Rainfall and Hydrographs" tab.

Stormwater BMP Measures		Inflows	Outflows		Volume In	Volume Retained			Volume Out to CSS	
		Peak Flow to BMP (cfs)	Peak Rate of Discharged Flow (cfs)	Peak Rate of Overflow (cfs)	Runoff to BMP (ft³)	Infiltration + E/T (ft³)	Reuse (ft³)	Volume Remaining In Storage (ft³)	Detained Discharge Volume (ft³)	Overflow Volume (ft³)
Retention	Retention BMP Measures									
	Bioretention (No Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Cistern	0.000	0.000	0.000	0	0	0	0	0	0
	Infiltration Trench	0.000	0.000	0.000	0	0	0	0	0	0
	Dry Well/Infiltration Gallery	0.571	0.000	0.000	3016	3016	0	0	0	0
	Permeable Pavement (No Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention	Detention + E/T BMP Measures									
	Bioretention/FTP (Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Bioretention/FTP (Underdrain, Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Vegetated Roof	0.000	0.000	0.000	0	0	0	0	0	0
	Detention BMP Measures									
	Permeable Pavement (Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention Vault or Tank		0.000	0.000	0.000	0	0	0	0	0	0
Totals					3,016	3,016	0	0	0	0

For BMPs in Series Only

Volume to Receiving BMP	
Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
—	—
0	0
—	—
—	—
—	—
0	0
0	0
0	0
—	—
0	0
0	0

NOTE: With the exception of Cisterns, BMP measures should not have any "Volume Remaining in Storage". If volume is remaining in any BMP measures other than a Cistern, check and revise STEP 3b for the "Outlet Design" (outlet/orifice diameter) or underdrain such that the "Approx. Drawdown Time" is less than 48 hours, therefore empty for the next storm event.



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM COMBINED SEWER SYSTEM BMP SIZING CALCULATORfor QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 79,347
Subwatershed Name (if applicable): NE

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 1 - Enter the site's Infiltration characteristics

HSG Soil Type: B
Is Infiltration Feasible or Proposed? Yes
Measured Infiltration Rate (in/hr):
Infiltration Testing Method: Not Conducted
Infiltration Rate Correction Factor: 0.00
Design Infiltration Rate (in/hr): 0.35

STEP 2 - Enter the site's EXISTING runoff pathway information to estimate the Time of Concentration (Tc)

Existing Means of Conveying Runoff Offsite? Pipe
Avg. Site Slope in Direction of Flow (%): 5.0%
Maximum Flow Length (ft): 300

STEP 3a - Enter the sites EXISTING and PROPOSED areas of impervious, pervious, and BMP surfaces.

	Surface Type	Existing (ft ²)	Proposed (ft ²)	Curve Number
Conventional Surfaces	Pavement (Conventional)	57,116	67,445	98
	Roof (Conventional)			98
	Gravel on Soils			85
	Other:			
	Impervious Areas Subtotal	57,116	67,445	
Pervious	Grass/Lawn on Grade			61
	Landscaping on Grade (Low Density)	22,231	11,902	56
	Landscaping on Grade (High Density)			48
	Street Tree Well (ROW Only)			35
	Traditional Planter on Structure			
	Other:			
	Pervious Areas Subtotal	22,231	11,902	
Stormwater BMPs	Bioretention (No Underdrain, No Liner)	--	0	--
	Cistern	--	0	--
	Infiltration Trench	--	--	--
	Dry Well/Infiltration Gallery	--	0	--
	Permeable Pavement (No Underdrain)	--	--	--
	Bioretention/FTP (Underdrain, No Liner)	--	--	--
	Bioretention/FTP (Underdrain, Liner)	--	--	--
	Vegetated Roof	--	0	--
	Permeable Pavement (Underdrain)	--	0	--
	Detention Vault or Tank	--	0	--
	BMP Areas Subtotals	--	0	--
	Total Project Site Areas	79,347	79,347	--

STEP 3b - Enter stormwater BMP design information AND the conventional areas from Step 3a that drain to each BMP measure.

Drainage Areas		BMP Depths and Volumes					Outlet Design	
Impervious Area Draining to BMP (ft ²)	Pervious Area Draining to BMP (ft ²)	BMP Ponding Depth (ft)	BMP Media Depth (ft)	Gravel Storage Depth (ft)	Height of Underdrain Above Base (ft)	Storage Volume (gallons)	Outlet or Orifice Diameter (in)	Approx. Drawdown Time (hrs)
0	0	0.5	1.5	--	--	0	--	0
0	0	--	--	0.00	--	0	--	0 days
--	--	--	--	3.00	--	0	--	0
31,500	3,500	0.0	--	3.00	--	29,621	--	41
--	0	--	--	1.00	--	0	--	0
--	--	0.5	1.5	--	0.17	0	4.0	0
--	--	0.5	1.5	--	--	0	4.0	0
--	0	--	0.50	--	--	0	4.0	0
--	0	--	--	1.00	0.17	0	4.0	0
--	--	--	--	--	--	--	1.5	0
BMP Areas Subtotals								
31,500	3,500							
Total Project Site Areas								

BMPs in Series	
Are BMPs in Series Proposed?	No
First BMP in Series	
Receiving BMP in Series	



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 79,347
Subwatershed Name (if applicable): NE

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved?

No

N/A
N/A

Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 4 - Check that site and drainage management areas are entered correctly. (CSS = Combined Sewer System)

Project Site Surfaces	Existing Area (ft ²)	Proposed Area (ft ²)	CHECK OF AREAS
Impervious Area Draining to BMP	0	31,500	OK
Impervious Area Draining Directly to CSS	57,116	35,945	
Pervious Area Draining to BMP	0	3,500	OK
Pervious Area Draining Directly to CSS	22,231	8,402	
Stormwater BMP Area	0	0	
Total Area	79,347	79,347	OK

Other Performance Outputs

(For PUC tracking/auditing, not compliance related)

Total Runoff from Drainage Area (gal per year)	735,993
Annual Runoff Removed From Sewer (gal per year)	280,421
Annual Runoff Detained (gal per year)	0
Increased Green Space (acres)	-0.24

STEP 5 - Compare if the SMR runoff reductions to quantity control requirements are met. If not, review BMP performance output in Step 6, then return to Step 3 to adjust stormwater strategies.

Quantity Control Parameter	Existing Conditions	Proposed Conditions	% Reduction From Existing Conditions	Target % Reduction	Requirement Met?
1-yr, 24 hr: Peak Flow (cfs)	1.945	1.251	36%	N/A	N/A
1-yr, 24 hr: Runoff Volume (ft ³)	11,756	7,678	35%	N/A	N/A
2-yr, 24 hr: Peak Flow (cfs)	2.345	1.509	36%	25%	YES
2-yr, 24 hr: Runoff Volume (ft ³)	12,808	8,859	31%	25%	YES

STEP 6 - Review the summary table below to see how each BMP performs during the 2-yr 24 hr storm. The site's hydrographs are shown in the "Rainfall and Hydrographs" tab.

Stormwater BMP Measures		Inflows	Outflows		Volume In	Volume Retained			Volume Out to CSS	
		Peak Flow to BMP (cfs)	Peak Rate of Discharged Flow (cfs)	Peak Rate of Overflow (cfs)	Runoff to BMP (ft³)	Infiltration + E/T (ft³)	Reuse (ft³)	Volume Remaining in Storage (ft³)	Detained Discharge Volume (ft³)	Overflow Volume (ft³)
Retention	Retention BMP Measures									
	Bioretention (No Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Cistern	0.000	0.000	0.000	0	0	0	0	0	0
	Infiltration Trench	0.000	0.000	0.000	0	0	0	0	0	0
	Dry Well/Infiltration Gallery	1.322	0.000	0.054	7007	6125	0	0	0	881
	Permeable Pavement (No Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention	Detention + E/T BMP Measures									
	Bioretention/FTP (Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Bioretention/FTP (Underdrain, Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Vegetated Roof	0.000	0.000	0.000	0	0	0	0	0	0
	Detention BMP Measures									
	Permeable Pavement (Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention Vault or Tank		0.000	0.000	0.000	0	0	0	0	0	0
Totals					7,007	6,125	0	0	0	881

For BMPs in Series Only

Volume to Receiving BMP	
Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
—	—
0	0
—	—
—	—
—	—
0	0
0	0
0	0
—	—
0	0
0	0

NOTE: With the exception of Cisterns, BMP measures should not have any "Volume Remaining in Storage". If volume is remaining in any BMP measures other than a Cistern, check and revise STEP 3b for the "Outlet Design" (outlet/orifice diameter) or underdrain such that the "Approx. Drawdown Time" is less than 48 hours, therefore empty for the next storm event.



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 121,110
Subwatershed Name (if applicable): N-TS

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No

N/A
N/A

Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

The Sizing Calculator is not recommend for large or complex sites. See 'BMP Sizing Instructions' worksheet for site size restrictions.

STEP 1 - Enter the site's Infiltration characteristics

HSG Soil Type: B
Is Infiltration Feasible or Proposed? Yes
Measured Infiltration Rate (in/hr):
Infiltration Testing Method: Not Conducted
Infiltration Rate Correction Factor: 0.00
Design Infiltration Rate (in/hr): 0.35

STEP 2 - Enter the site's EXISTING runoff pathway information to estimate the Time of Concentration (Tc)

Existing Means of Conveying Runoff Offsite? Pipe
Avg. Site Slope in Direction of Flow (%): 5.0%
Maximum Flow Length (ft): 300

STEP 3a - Enter the sites EXISTING and PROPOSED areas of impervious, pervious, and BMP surfaces.

		Existing (ft ²)		Proposed (ft ²)		Curve Number
Conventional Surfaces	Impervious					
	Pavement (Conventional)	68,384		90,833		98
	Roof (Conventional)					98
	Gravel on Soils					85
	Other:					
	Impervious Areas Subtotal	68,384		90,833		
Pervious						
	Grass/Lawn on Grade					61
	Landscaping on Grade (Low Density)	52,726		30,278		56
	Landscaping on Grade (High Density)					48
	Street Tree Well (ROW Only)					35
	Traditional Planter on Structure					
	Other:					
	Pervious Areas Subtotal	52,726		30,278		
Stormwater BMPs	Retention					
	Bioretention (No Underdrain, No Liner)	--		0		--
	Cistern	--		0		--
	Infiltration Trench	--		--		--
	Dry Well/Infiltration Gallery	--		0		--
	Permeable Pavement (No Underdrain)	--		0		--
	Detention					
	Bioretention/FTP (Underdrain, No Liner)	--		--		--
	Bioretention/FTP (Underdrain, Liner)	--		--		--
	Vegetated Roof	--		0		--
	Permeable Pavement (Underdrain)	--		0		--
	Detention Vault or Tank	--		0		--
	BMP Areas Subtotals	--		0		--
	Total Project Site Areas	121,110		121,110		--

STEP 3b - Enter stormwater BMP design information AND the conventional areas from Step 3a that drain to each BMP measure.

Drainage Areas		BMP Depths and Volumes					Outlet Design	
Impervious Area Draining to BMP (ft ²)	Pervious Area Draining to BMP (ft ²)	BMP Ponding Depth (ft)	BMP Media Depth (ft)	Gravel Storage Depth (ft)	Height of Underdrain Above Base (ft)	Storage Volume (gallons)	Outlet or Orifice Diameter (in)	Approx. Drawdown Time (hrs)
0	0	0.5	1.5	--	--	0	--	0
0	0	--	--	0.00	--	0	--	0 days
--	--	--	--	3.00	--	0	--	0
54,900	6,100	0.0	--	3.00	--	53,856	--	41
0	0	--	--	1.00	--	0	--	0
BMP Areas Subtotals	0	0.5	1.5	--	0.17	0	4.0	0
		0.5	1.5	--	--	0	4.0	0
		--	0.50	--	--	0	4.0	0
		--	--	1.00	0.17	0	4.0	0
		--	--	--	--	--	1.5	0
54,900	6,100					53,856		

BMPs in Series	
Are BMPs in Series Proposed?	No
First BMP in Series	
Receiving BMP in Series	



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 121,110
Subwatershed Name (if applicable): N-TS

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

The Sizing Calculator is not recommend for large or complex sites. See 'BMP Sizing Instructions' worksheet for

STEP 4 - Check that site and drainage management areas are entered correctly.

(CSS = Combined Sewer System)

Project Site Surfaces	Existing Area (ft ²)	Proposed Area (ft ²)	CHECK OF AREAS
Impervious Area Draining to BMP	0	54,900	OK
Impervious Area Draining Directly to CSS	68,384	35,933	
Pervious Area Draining to BMP	0	6,100	OK
Pervious Area Draining Directly to CSS	52,726	24,178	
Stormwater BMP Area	0	0	
Total Area	121,110	121,110	OK

Other Performance Outputs

(For PUC tracking/auditing, not compliance related)

Total Runoff from Drainage Area (gal per year)	903,634
Annual Runoff Removed From Sewer (gal per year)	437,475
Annual Runoff Detained (gal per year)	0
Increased Green Space (acres)	-0.52

STEP 5 - Compare If the SMR runoff reductions to quantity control requirements are met. If not, review BMP performance output in Step 6, then return to Step 3 to adjust stormwater strategies.

Quantity Control Parameter	Existing Conditions	Proposed Conditions	% Reduction From Existing Conditions	Target % Reduction	Requirement Met?
1-yr, 24 hr: Peak Flow (cfs)	2,254	1,230	45%	N/A	N/A
1-yr, 24 hr: Runoff Volume (ft ³)	14,358	7,649	47%	N/A	N/A
2-yr, 24 hr: Peak Flow (cfs)	2,717	1,483	45%	25%	YES
2-yr, 24 hr: Runoff Volume (ft ³)	15,725	9,298	41%	25%	YES

STEP 6 - Review the summary table below to see how each BMP performs during the 2-yr 24 hr storm. The site's hydrographs are shown in the "Rainfall and Hydrographs" tab.

Stormwater BMP Measures		Inflows			Outflows		Volume In	Volume Retained		Volume Out to CSS	
		Peak Flow to BMP (cfs)	Peak Rate of Discharged Flow (cfs)	Peak Rate of Overflow (cfs)	Runoff to BMP (ft³)	Infiltration + E/T (ft³)	Reuse (ft³)	Volume Remaining in Storage (ft³)	Detained Discharge Volume (ft³)	Overflow Volume (ft³)	
Retention	Retention BMP Measures										
	Bioretention (No Underdrain, No Liner)		0.000	0.000	0.000	0	0	0	0	0	0
	Cistern		0.000	0.000	0.000	0	0	0	0	0	0
	Infiltration Trench		0.000	0.000	0.000	0	0	0	0	0	0
	Dry Well/Infiltration Gallery		2.266	0.000	0.069	12217	11130	0	0	0	1087
	Permeable Pavement (No Underdrain)		0.000	0.000	0.000	0	0	0	0	0	0
Detention	Detention + E/T BMP Measures										
	Bioretention/FTP (Underdrain, No Liner)		0.000	0.000	0.000	0	0	0	0	0	0
	Bioretention/FTP (Underdrain, Liner)		0.000	0.000	0.000	0	0	0	0	0	0
	Vegetated Roof		0.000	0.000	0.000	0	0	0	0	0	0
	Detention BMP Measures										
	Permeable Pavement (Underdrain)		0.000	0.000	0.000	0	0	0	0	0	0
Detention Vault or Tank		0.000	0.000	0.000	0	0	0	0	0	0	
Totals					12,217	11,130	0	0	0	1,087	

For BMPs in Series Only

Volume to Receiving BMP	
Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
—	—
0	0
—	—
—	—
—	—
0	0
0	0
0	0
—	—
0	0
0	0

NOTE: With the exception of Cisterns, BMP measures should not have any "Volume Remaining in Storage". If volume is remaining in any BMP measures other than a Cistern, check and revise STEP 3b for the "Outlet Design" (outlet/orifice diameter) or underdrain such that the "Approx. Drawdown Time" is less than 48 hours, therefore empty for the next storm event.



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 222,315
Subwatershed Name (if applicable): NW

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

The Sizing Calculator is not recommend for large or complex sites. See 'BMP Sizing Instructions' worksheet for site size restrictions.

STEP 1 - Enter the site's Infiltration characteristics

HSG Soil Type: B
Is Infiltration Feasible or Proposed? Yes
Measured Infiltration Rate (in/hr):
Infiltration Testing Method: Not Conducted
Infiltration Rate Correction Factor: 0.00
Design Infiltration Rate (in/hr): 0.35

STEP 2 - Enter the site's EXISTING runoff pathway information to estimate the Time of Concentration (Tc)

Existing Means of Conveying Runoff Offsite? Pipe
Avg. Site Slope in Direction of Flow (%): 5.0%
Maximum Flow Length (ft): 300

STEP 3a - Enter the sites EXISTING and PROPOSED areas of impervious, pervious, and BMP surfaces.

	Surface Type	Existing (ft ²)	Proposed (ft ²)	Curve Number
Conventional Surfaces	Impervious			
	Pavement (Conventional)	174,200	159,549	98
	Roof (Conventional)			98
	Gravel on Soils			85
	Other:			
	Impervious Areas Subtotal	174,200	159,549	
Pervious	Grass/Lawn on Grade			61
	Landscaping on Grade (Low Density)	48,115	53,183	56
	Landscaping on Grade (High Density)			48
	Street Tree Well (ROW Only)			35
	Traditional Planter on Structure			
	Other:			
	Pervious Areas Subtotal	48,115	53,183	
Stormwater BMPs	Bioretention (No Underdrain, No Liner)	--	--	--
	Cistern	--	0	--
	Infiltration Trench	--	--	--
	Dry Well/Infiltration Gallery	--	0	--
	Permeable Pavement (No Underdrain)	--	7,283	--
	Bioretention/FTP (Underdrain, No Liner)	--	2,300	--
	Bioretention/FTP (Underdrain, Liner)	--	--	--
	Vegetated Roof	--	--	--
	Permeable Pavement (Underdrain)	--	--	--
	Detention Vault or Tank	--	0	--
	BMP Areas Subtotals	--	9,583	--
	Total Project Site Areas	222,315	222,315	--

BMPs In Series	
Are BMPs in Series Proposed?	No
First BMP in Series	
Receiving BMP in Series	

STEP 3b - Enter stormwater BMP design information AND the conventional areas from Step 3a that drain to each BMP measure.

Drainage Areas		BMP Depths and Volumes					Outlet Design	
Impervious Area Draining to BMP (ft ²)	Pervious Area Draining to BMP (ft ²)	BMP Ponding Depth (ft)	BMP Media Depth (ft)	Gravel Storage Depth (ft)	Height of Underdrain Above Base (ft)	Storage Volume (gallons)	Outlet or Orifice Diameter (in)	Approx. Drawdown Time (hrs)
0	0	0.5	1.5	--	--	0	--	0
--	--	--	--	0.00	--	0	--	0 days
--	--	--	--	3.00	--	0	--	0
57,150	6,350	0.0	--	2.50	--	63,500	--	34
10,560	0	--	--	1.00	--	21,791	--	14
40,897	4,544	0.5	1.5	--	0.17	16,344	4.0	2
--	--	0.5	1.5	--	--	0	4.0	0
--	0	--	0.50	--	--	0	4.0	0
--	0	--	--	1.00	0.17	0	4.0	0
--	--	--	--	--	--	--	1.5	0
108,607	10,894					101,635		



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 222,315
Subwatershed Name (if applicable): NW

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

The Sizing Calculator is not recommend for large or complex sites. See 'BMP Sizing Instructions' worksheet for

STEP 4 - Check that site and drainage management areas are entered correctly.

(CSS = Combined Sewer System)

Project Site Surfaces	Existing Area (ft ²)	Proposed Area (ft ²)	CHECK OF AREAS
Impervious Area Draining to BMP	0	108,607	OK
Impervious Area Draining Directly to CSS	174,200	50,942	
Pervious Area Draining to BMP	0	10,894	OK
Pervious Area Draining Directly to CSS	48,115	42,289	
Stormwater BMP Area	0	9,583	
Total Area	222,315	222,315	OK

Other Performance Outputs

(For PUC tracking/auditing, not compliance related)

Total Runoff from Drainage Area (gal per year)	2,227,805
Annual Runoff Removed From Sewer (gal per year)	1,118,037
Annual Runoff Detained (gal per year)	441,413
Increased Green Space (acres)	0.17

STEP 5 - Compare if the SMR runoff reductions to quantity control requirements are met. If not, review BMP performance output in Step 6, then return to Step 3 to adjust stormwater strategies.

Quantity Control Parameter	Existing Conditions	Proposed Conditions	% Reduction From Existing Conditions	Target % Reduction	Requirement Met?
1-yr, 24 hr: Peak Flow (cfs)	5,999	1,920	68%	N/A	N/A
1-yr, 24 hr: Runoff Volume (ft ³)	35,642	17,791	50%	N/A	N/A
2-yr, 24 hr: Peak Flow (cfs)	7,233	2,570	64%	25%	YES
2-yr, 24 hr: Runoff Volume (ft ³)	38,769	19,565	50%	25%	YES

STEP 6 - Review the summary table below to see how each BMP performs during the 2-yr 24 hr storm. The site's hydrographs are shown in the "Rainfall and Hydrographs" tab.

Stormwater BMP Measures		Inflows	Outflows		Volume In	Volume Retained		Volume Out to CSS		
		Peak Flow to BMP (cfs)	Peak Rate of Discharged Flow (cfs)	Peak Rate of Overflow (cfs)	Runoff to BMP (ft³)	Infiltration + E/T (ft³)	Reuse (ft³)	Volume Remaining In Storage (ft³)	Detained Discharge Volume (ft³)	Overflow Volume (ft³)
Retention	Retention BMP Measures									
	Bioretention (No Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Cistern	0.000	0.000	0.000	0	0	0	0	0	0
	Infiltration Trench	0.000	0.000	0.000	0	0	0	0	0	0
	Dry Well/Infiltration Gallery	2.359	0.000	0.000	12768	12768	0	0	0	0
	Permeable Pavement (No Underdrain)	0.737	0.000	0.000	3898	3898	0	0	0	0
Detention	Detention + E/T BMP Measures									
	Bioretention/FTP (Underdrain, No Liner)	1.783	0.194	0.481	9504	1700	0	0	7264	540
	Bioretention/FTP (Underdrain, Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Vegetated Roof	0.000	0.000	0.000	0	0	0	0	0	0
	Detention BMP Measures									
	Permeable Pavement (Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
	Detention Vault or Tank	0.000	0.000	0.000	0	0	0	0	0	0
Totals					26,170	18,366	0	0	7,264	540

For BMPs in Series Only

Volume to Receiving BMP	
Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
—	—
0	0
—	—
—	—
—	—
0	0
0	0
0	0
—	—
0	0
0	0

NOTE: With the exception of Cisterns, BMP measures should not have any "Volume Remaining In Storage". If volume is remaining in any BMP measures other than a Cistern, check and revise STEP 3b for the "Outlet Design" (outlet/orifice diameter) or underdrain such that the "Approx. Drawdown Time" is less than 48 hours, therefore empty for the next storm event.



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM COMBINED SEWER SYSTEM BMP SIZING CALCULATORfor QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 81,278
Subwatershed Name (if applicable): E

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 1 - Enter the site's Infiltration characteristics

HSG Soil Type: B
Is Infiltration Feasible or Proposed? Yes
Measured Infiltration Rate (in/hr):
Infiltration Testing Method: Not Conducted
Infiltration Rate Correction Factor: 0.00
Design Infiltration Rate (in/hr): 0.35

STEP 2 - Enter the site's EXISTING runoff pathway information to estimate the Time of Concentration (T_c)

Existing Means of Conveying Runoff Offsite? Pipe
Avg. Site Slope in Direction of Flow (%): 5.0%
Maximum Flow Length (ft): 300

STEP 3a - Enter the sites EXISTING and PROPOSED areas of impervious, pervious, and BMP surfaces.

	Surface Type	Existing (ft ²)	Proposed (ft ²)	Curve Number
Conventional Surfaces	Impervious			
	Pavement (Conventional)	66,688	69,086	98
	Roof (Conventional)			98
	Gravel on Soils			85
	Other:			
	Impervious Areas Subtotal	66,688	69,086	
Pervious	Grass/Lawn on Grade			61
	Landscaping on Grade (Low Density)	14,590	12,192	56
	Landscaping on Grade (High Density)			48
	Street Tree Well (ROW Only)			35
	Traditional Planter on Structure			
	Pervious Areas Subtotal	14,590	12,192	
Stormwater BMPs	Retention			
	Bioretention (No Underdrain, No Liner)	—	0	—
	Cistern	—	0	—
	Infiltration Trench	—	—	—
	Dry Well/Infiltration Gallery	—	0	—
	Permeable Pavement (No Underdrain)	—	—	—
	Detention			
	Bioretention/FTP (Underdrain, No Liner)	—	—	—
	Bioretention/FTP (Underdrain, Liner)	—	—	—
	Vegetated Roof	—	—	—
	Permeable Pavement (Underdrain)	—	—	—
	Detention Vault or Tank	—	0	—
	BMP Areas Subtotals	—	0	—
	Total Project Site Areas	81,278	81,278	—

STEP 3b - Enter stormwater BMP design information AND the conventional areas from Step 3a that drain to each BMP measure.

Drainage Areas		BMP Depths and Volumes					Outlet Design	
Impervious Area Draining to BMP (ft ²)	Pervious Area Draining to BMP (ft ²)	BMP Ponding Depth (ft)	BMP Media Depth (ft)	Gravel Storage Depth (ft)	Height of Underdrain Above Base (ft)	Storage Volume (gallons)	Outlet or Orifice Diameter (in)	Approx. Drawdown Time (hrs)
0	0	0.5	1.5	—	—	0	—	0
0	0	—	—	0.00	—	0	—	0 days
—	—	—	—	3.00	—	0	—	0
47,655	5,295	0.0	—	2.00	—	30,107	—	27
—	0	—	—	1.00	—	0	—	0
—	—	0.5	1.5	—	0.17	0	4.0	0
—	—	0.5	1.5	—	—	0	4.0	0
—	0	—	0.50	—	—	0	4.0	0
—	0	—	—	1.00	0.17	0	4.0	0
—	—	—	—	—	—	—	1.5	0
47,655	5,295					30,107		



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM COMBINED SEWER SYSTEM BMP SIZING CALCULATORfor QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 81,278
Subwatershed Name (if applicable): E

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 4 - Check that site and drainage management areas are entered correctly.
(CSS = Combined Sewer System)

Project Site Surfaces	Existing Area (ft ²)	Proposed Area (ft ²)	CHECK OF AREAS
Impervious Area Draining to BMP	0	47,655	OK
Impervious Area Draining Directly to CSS	66,688	21,431	
Pervious Area Draining to BMP	0	5,295	OK
Pervious Area Draining Directly to CSS	14,590	6,897	
Stormwater BMP Area	0	0	
Total Area	81,278	81,278	OK

Other Performance Outputs

(For PUC tracking/auditing, not compliance related)

Total Runoff from Drainage Area (gal per year)	849,566
Annual Runoff Removed From Sewer (gal per year)	573,949
Annual Runoff Detained (gal per year)	0
Increased Green Space (acres)	-0.06

STEP 5 - Compare if the SMR runoff reductions to quantity control requirements are met. If not, review BMP performance output in Step 6, then return to Step 3 to adjust stormwater strategies.

Quantity Control Parameter	Existing Conditions	Proposed Conditions	% Reduction From Existing Conditions	Target % Reduction	Requirement Met?
1-yr, 24 hr: Peak Flow (cfs)	2.311	0.746	68%	N/A	N/A
1-yr, 24 hr: Runoff Volume (ft ³)	13,603	6,851	50%	N/A	N/A
2-yr, 24 hr: Peak Flow (cfs)	2.786	0.900	68%	25%	YES
2-yr, 24 hr: Runoff Volume (ft ³)	14,784	8,061	45%	25%	YES

STEP 6 - Review the summary table below to see how each BMP performs during the 2-yr 24 hr storm. The site's hydrographs are shown in the "Rainfall and Hydrographs" tab.

Stormwater BMP Measures		Inflows		Outflows		Volume In	Volume Retained		Volume Out to CSS	
		Peak Flow to BMP (cfs)	Peak Rate of Discharged Flow (cfs)	Peak Rate of Overflow (cfs)	Runoff to BMP (ft ³)	Infiltration + E/T (ft ³)	Reuse (ft ³)	Volume Remaining in Storage (ft ³)	Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
Retention	Retention BMP Measures									
	Bioretention (No Underdrain, No Liner)		0.000	0.000	0.000	0	0	0	0	0
	Cistern		0.000	0.000	0.000	0	0	0	0	0
	Infiltration Trench		0.000	0.000	0.000	0	0	0	0	0
	Dry Well/Infiltration Gallery		2.000	0.000	0.555	10601	7325	0	0	3276
	Permeable Pavement (No Underdrain)		0.000	0.000	0.000	0	0	0	0	0
Detention	Detention + E/T BMP Measures									
	Bioretention/FTP (Underdrain, No Liner)		0.000	0.000	0.000	0	0	0	0	0
	Bioretention/FTP (Underdrain, Liner)		0.000	0.000	0.000	0	0	0	0	0
	Vegetated Roof		0.000	0.000	0.000	0	0	0	0	0
	Detention BMP Measures									
	Permeable Pavement (Underdrain)		0.000	0.000	0.000	0	0	0	0	0
Detention Vault or Tank		0.000	0.000	0.000	0	0	0	0	0	
Totals					10,601	7,325	0	0	0	3,276

For BMPs in Series Only

Volume to Receiving BMP	
Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
-	-
0	0
-	-
-	-
-	-
0	0
0	0
0	0
-	-
0	0
0	0

NOTE: With the exception of Cisterns, BMP measures should not have any "Volume Remaining in Storage". If volume is remaining in any BMP measures other than a Cistern, check and revise STEP 3b for the "Outlet Design" (outlet/orifice diameter) or underdrain such that the "Approx. Drawdown Time" is less than 48 hours, therefore empty for the next storm event.



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM COMBINED SEWER SYSTEM BMP SIZING CALCULATORfor QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 23,864
Subwatershed Name (if applicable): W-3

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 1 - Enter the site's Infiltration characteristics

HSG Soil Type: B
Is Infiltration Feasible or Proposed? Yes
Measured Infiltration Rate (in/hr):
Infiltration Testing Method: Not Conducted
Infiltration Rate Correction Factor: 0.00
Design Infiltration Rate (in/hr): 0.35

STEP 2 - Enter the site's EXISTING runoff pathway information to estimate the Time of Concentration (T_c)

Existing Means of Conveying Runoff Offsite? Pipe
Avg. Site Slope in Direction of Flow (%): 1.0%
Maximum Flow Length (ft): 300

STEP 3a - Enter the sites EXISTING and PROPOSED areas of impervious, pervious, and BMP surfaces.

	Surface Type	Existing (ft ²)	Proposed (ft ²)	Curve Number
Conventional Surfaces	Impervious			
	Pavement (Conventional)	16,758	17,898	98
	Roof (Conventional)			98
	Gravel on Soils			85
	Other:			
	Impervious Areas Subtotal	16,758	17,898	
Pervious	Grass/Lawn on Grade			61
	Landscaping on Grade (Low Density)	7,106	5,966	56
	Landscaping on Grade (High Density)			48
	Street Tree Well (ROW Only)			35
	Traditional Planter on Structure			
	Other:			
	Pervious Areas Subtotal	7,106	5,966	
Stormwater BMPs	Retention			
	Bioretention (No Underdrain, No Liner)	—	0	—
	Cistern	—	0	—
	Infiltration Trench	—	—	—
	Dry Well/Infiltration Gallery	—	0	—
	Permeable Pavement (No Underdrain)	—	—	—
	Detention			
	Bioretention/FTP (Underdrain, No Liner)	—	—	—
	Bioretention/FTP (Underdrain, Liner)	—	—	—
	Vegetated Roof	—	—	—
	Permeable Pavement (Underdrain)	—	—	—
	Detention Vault or Tank	—	0	—
	BMP Areas Subtotals	—	0	—
	Total Project Site Areas	23,864	23,864	—

STEP 3b - Enter stormwater BMP design information AND the conventional areas from Step 3a that drain to each BMP measure.

Drainage Areas		BMP Depths and Volumes					Outlet Design	
Impervious Area Draining to BMP (ft²)	Pervious Area Draining to BMP (ft²)	BMP Ponding Depth (ft)	BMP Media Depth (ft)	Gravel Storage Depth (ft)	Height of Underdrain Above Base (ft)	Storage Volume (gallons)	Outlet or Orifice Diameter (in)	Approx. Drawdown Time (hrs)
0	0	0.5	1.5	—	—	0	—	0
0	0	—	—	0.00	—	0	—	0 days
		—	—	3.00	—	0	—	0
9,000	1,000	0.0	—	2.50	—	14,436	—	34
0	0	—	—	1.00	—	0	—	0
		0.5	1.5		0.17	0	4.0	0
		0.5	1.5		—	0	4.0	0
	0	—	0.50	—	—	0	4.0	0
	0	—	—	1.00	0.17	0	4.0	0
			—	—	—		1.5	0
9,000	1,000					14,436		



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 23,864
Subwatershed Name (if applicable): W-3

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved?
N/A
N/A

No

Project Requirement:

Case 2: 25% reduction in peak flow
and volume from the 2-yr, 24 hr
storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 4 - Check that site and drainage management areas are entered correctly.
(CSS = Combined Sewer System)

Project Site Surfaces	Existing Area (ft ²)	Proposed Area (ft ²)	CHECK OF AREAS
Impervious Area Draining to BMP	0	9,000	OK
Impervious Area Draining Directly to CSS	16,758	8,898	
Pervious Area Draining to BMP	0	1,000	OK
Pervious Area Draining Directly to CSS	7,106	4,966	
Stormwater BMP Area	0	0	
Total Area	23,864	23,864	OK

Other Performance Outputs

(For PUC tracking/auditing, not compliance related)

Total Runoff from Drainage Area (gal per year)	216,444
Annual Runoff Removed From Sewer (gal per year)	102,662
Annual Runoff Detained (gal per year)	0
Increased Green Space (acres)	-0.03

STEP 5 - Compare if the SMR runoff reductions to quantity control requirements are met. If not, review BMP performance output in Step 6, then return to Step 3 to adjust stormwater strategies.

Quantity Control Parameter	Existing Conditions	Proposed Conditions	% Reduction From Existing Conditions	Target % Reduction	Requirement Met?
1-yr, 24 hr: Peak Flow (cfs)	0.522	0.278	47%	N/A	N/A
1-yr, 24 hr: Runoff Volume (ft ³)	3,456	1,848	47%	N/A	N/A
2-yr, 24 hr: Peak Flow (cfs)	0.632	0.337	47%	25%	YES
2-yr, 24 hr: Runoff Volume (ft ³)	3,767	2,018	46%	25%	YES

STEP 6 - Review the summary table below to see how each BMP performs during the 2-yr 24 hr storm. The site's hydrographs are shown in the "Rainfall and Hydrographs" tab.

Stormwater BMP Measures		Inflows	Outflows		Volume In	Volume Retained			Volume Out to CSS	
		Peak Flow to BMP (cfs)	Peak Rate of Discharged Flow (cfs)	Peak Rate of Overflow (cfs)	Runoff to BMP (ft ³)	Infiltration + E/T (ft ³)	Reuse (ft ³)	Volume Remaining In Storage (ft ³)	Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
Retention	Retention BMP Measures									
	Bioretention (No Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Cistern	0.000	0.000	0.000	0	0	0	0	0	0
	Infiltration Trench	0.000	0.000	0.000	0	0	0	0	0	0
	Dry Well/Infiltration Gallery	0.341	0.000	0.000	2023	2023	0	0	0	0
	Permeable Pavement (No Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention	Detention + E/T BMP Measures									
	Bioretention/FTP (Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Bioretention/FTP (Underdrain, Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Vegetated Roof	0.000	0.000	0.000	0	0	0	0	0	0
	Detention BMP Measures									
	Permeable Pavement (Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
	Detention Vault or Tank	0.000	0.000	0.000	0	0	0	0	0	0
Totals					2,023	2,023	0	0	0	0

For BMPs in Series Only

Volume to Receiving BMP	
Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
-	-
0	0
-	-
-	-
-	-
0	0
0	0
0	0
-	-
0	0
0	0

NOTE: With the exception of Cisterns, BMP measures should not have any "Volume Remaining In Storage". If volume is remaining in any BMP measures other than a Cistern, check and revise STEP 3b for the "Outlet Design" (outlet/orifice diameter) or underdrain such that the "Approx. Drawdown Time" is less than 48 hours, therefore empty for the next storm event.



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 9,940
Subwatershed Name (if applicable): W-4

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 1 - Enter the site's Infiltration characteristics

HSG Soil Type: B
Is Infiltration Feasible or Proposed? Yes
Measured Infiltration Rate (in/hr):
Infiltration Testing Method: Not Conducted
Infiltration Rate Correction Factor: 0.00
Design Infiltration Rate (in/hr): 0.35

STEP 2 - Enter the site's EXISTING runoff pathway information to estimate the Time of Concentration (Tc)

Existing Means of Conveying Runoff Offsite? Pipe
Avg. Site Slope in Direction of Flow (%): 1.0%
Maximum Flow Length (ft): 300

STEP 3a - Enter the sites EXISTING and PROPOSED areas of impervious, pervious, and BMP surfaces.

	Surface Type	Existing (ft ²)	Proposed (ft ²)	Curve Number
Conventional Surfaces	Pavement (Conventional)	6,440	8,946	98
	Roof (Conventional)			98
	Gravel on Soils			85
	Other:			
	Impervious Areas Subtotal	6,440	8,946	
Pervious	Grass/Lawn on Grade			61
	Landscaping on Grade (Low Density)	3,500	994	56
	Landscaping on Grade (High Density)			48
	Street Tree Well (ROW Only)			35
	Traditional Planter on Structure			
	Other:			
	Pervious Areas Subtotal	3,500	994	
Stormwater BMPs	Bioretention (No Underdrain, No Liner)	—	0	—
	Cistern	—	0	—
	Infiltration Trench	—	—	—
	Dry Well/Infiltration Gallery	—	0	—
	Permeable Pavement (No Underdrain)	—	—	—
	Bioretention/FTP (Underdrain, No Liner)	—	—	—
	Bioretention/FTP (Underdrain, Liner)	—	—	—
	Vegetated Roof	—	—	—
Detention	Permeable Pavement (Underdrain)	—	—	—
	Detention Vault or Tank	—	0	—
	BMP Areas Subtotals	—	0	
Total Project Site Areas		9,940	9,940	

STEP 3b - Enter stormwater BMP design information AND the conventional areas from Step 3a that drain to each BMP measure.

Drainage Areas		BMP Depths and Volumes					Outlet Design	
Impervious Area Draining to BMP (ft ²)	Pervious Area Draining to BMP (ft ²)	BMP Ponding Depth (ft)	BMP Media Depth (ft)	Gravel Storage Depth (ft)	Height of Underdrain Above Base (ft)	Storage Volume (gallons)	Outlet or Orifice Diameter (in)	Approx. Drawdown Time (hrs)
0	0	0.5	1.5	—	—	0	—	0
0	0	—	—	0.00	—	0	—	0 days
—	—	—	—	3.00	—	0	—	0
8,051	994	0.0	—	2.50	—	5,610	—	34
0	0	—	—	1.00	—	0	—	0
—	—	0.5	1.5	—	0.17	0	4.0	0
—	—	0.5	1.5	—	—	0	4.0	0
—	0	—	0.50	—	—	0	4.0	0
—	0	—	—	1.00	0.17	0	4.0	0
—	—	—	—	—	—	—	1.5	0
BMP Areas Subtotals								
Total Project Site Areas		8,051	994			5,610		

BMPs in Series	
Are BMPs in Series Proposed?	No
First BMP in Series	
Receiving BMP in Series	



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM COMBINED SEWER SYSTEM BMP SIZING CALCULATORfor QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 9,940
Subwatershed Name (if applicable): W-4

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 4 - Check that site and drainage management areas are entered correctly.

(CSS = Combined Sewer System)

Project Site Surfaces	Existing Area (ft ²)	Proposed Area (ft ²)	CHECK OF AREAS
Impervious Area Draining to BMP	0	8,051	OK
Impervious Area Draining Directly to CSS	6,440	895	
Pervious Area Draining to BMP	0	994	OK
Pervious Area Draining Directly to CSS	3,500	0	
Stormwater BMP Area	0	0	
Total Area	9,940	9,940	OK

Other Performance Outputs

(For PUC tracking/auditing, not compliance related)

Total Runoff from Drainage Area (gal per year)	83,839
Annual Runoff Removed From Sewer (gal per year)	72,346
Annual Runoff Detained (gal per year)	0
Increased Green Space (acres)	-0.06

STEP 5 - Compare if the SMR runoff reductions to quantity control requirements are met. If not, review BMP performance output in Step 6, then return to Step 3 to adjust stormwater strategies.

Quantity Control Parameter	Existing Conditions	Proposed Conditions	% Reduction From Existing Conditions	Target % Reduction	Requirement Met?
1-yr, 24 hr: Peak Flow (cfs)	0.200	0.035	83%	N/A	N/A
1-yr, 24 hr: Runoff Volume (ft ³)	1,336	587	56%	N/A	N/A
2-yr, 24 hr: Peak Flow (cfs)	0.242	0.071	71%	25%	YES
2-yr, 24 hr: Runoff Volume (ft ³)	1,459	741	49%	25%	YES

STEP 6 - Review the summary table below to see how each BMP performs during the 2-yr 24 hr storm. The site's hydrographs are shown in the "Rainfall and Hydrographs" tab.

Stormwater BMP Measures		Inflows		Outflows		Volume In	Volume Retained		Volume Out to CSS	
		Peak Flow to BMP (cfs)	Peak Rate of Discharged Flow (cfs)	Peak Rate of Overflow (cfs)	Runoff to BMP (ft³)	Infiltration + E/T (ft³)	Reuse (ft³)	Volume Remaining in Storage (ft³)	Detained Discharge Volume (ft³)	Overflow Volume (ft³)
Retention	Retention BMP Measures									
	Bioretention (No Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Cistern	0.000	0.000	0.000	0	0	0	0	0	0
	Infiltration Trench	0.000	0.000	0.000	0	0	0	0	0	0
	Dry Well/Infiltration Gallery	0.308	0.000	0.063	1790	1244	0	0	0	546
	Permeable Pavement (No Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention	Detention + E/T BMP Measures									
	Bioretention/FTP (Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Bioretention/FTP (Underdrain, Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Vegetated Roof	0.000	0.000	0.000	0	0	0	0	0	0
	Detention BMP Measures									
	Permeable Pavement (Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
	Detention Vault or Tank	0.000	0.000	0.000	0	0	0	0	0	0
Totals					1,790	1,244	0	0	0	546

For BMPs in Series Only

Volume to Receiving BMP	
Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
0	0
0	0
0	0
0	0
0	0
0	0
0	0

NOTE: With the exception of Cisterns, BMP measures should not have any "Volume Remaining in Storage". If volume is remaining in any BMP measures other than a Cistern, check and revise STEP 3b for the "Outlet Design" (outlet/orifice diameter) or underdrain such that the "Approx. Drawdown Time" is less than 48 hours, therefore empty for the next storm event.



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 21,328
Subwatershed Name (if applicable): W R/W

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 1 - Enter the site's Infiltration characteristics

HSG Soil Type: B
Is Infiltration Feasible or Proposed? Yes
Measured Infiltration Rate (in/hr):
Infiltration Testing Method: Not Conducted
Infiltration Rate Correction Factor: 0.00
Design Infiltration Rate (in/hr): 0.35

STEP 2 - Enter the site's EXISTING runoff pathway information to estimate the Time of Concentration (Tc)

Existing Means of Conveying Runoff Offsite? Pipe
Avg. Site Slope in Direction of Flow (%): 1.0%
Maximum Flow Length (ft): 300

STEP 3a - Enter the sites EXISTING and PROPOSED areas of impervious, pervious, and BMP surfaces.

	Surface Type	Existing (ft ²)	Proposed (ft ²)	Curve Number
Conventional Surfaces	Impervious			
	Pavement (Conventional)	21,328	19,491	98
	Roof (Conventional)			98
	Gravel on Soils			85
	Other:			
	Impervious Areas Subtotal	21,328	19,491	
Pervious	Grass/Lawn on Grade			61
	Landscaping on Grade (Low Density)	0	1,026	56
	Landscaping on Grade (High Density)			48
	Street Tree Well (ROW Only)			35
	Traditional Planter on Structure			
	Other:			
	Pervious Areas Subtotal	0	1,026	
Stormwater BMPs	Retention			
	Bioretention (No Underdrain, No Liner)	--	--	--
	Cistern	--	0	--
	Infiltration Trench	--	--	--
	Dry Well/Infiltration Gallery	--	0	--
	Permeable Pavement (No Underdrain)	--	0	--
	Detention			
	Bioretention/FTP (Underdrain, No Liner)	--	811	--
	Bioretention/FTP (Underdrain, Liner)	--	--	--
	Vegetated Roof	--	--	--
	Permeable Pavement (Underdrain)	--	--	--
	Detention Vault or Tank	--	0	--
	BMP Areas Subtotals	--	811	--
	Total Project Site Areas	21,328	21,328	--

BMPs in Series	
Are BMPs in Series Proposed?	No
First BMP in Series	
Receiving BMP in Series	

STEP 3b - Enter stormwater BMP design information AND the conventional areas from Step 3a that drain to each BMP measure.

Drainage Areas		BMP Depths and Volumes					Outlet Design	
Impervious Area Draining to BMP (ft ²)	Pervious Area Draining to BMP (ft ²)	BMP Ponding Depth (ft)	BMP Media Depth (ft)	Gravel Storage Depth (ft)	Height of Underdrain Above Base (ft)	Storage Volume (gallons)	Outlet or Orifice Diameter (in)	Approx. Drawdown Time (hrs)
0	0	0.5	1.5	1.25	--	0	--	0
0	0	--	--	0.00	--	0	--	0 days
0	0	--	--	3.00	--	0	--	0
0	0	2.0	--	2.00	--	0	--	0
0	0	--	--	1.00	--	0	--	0
7,553	398	0.5	1.5	2.50	1.50	11,829	4.0	2
--	0	0.5	1.5	--	--	0	4.0	0
--	0	--	0.50	--	--	0	4.0	0
--	0	--	--	1.00	0.17	0	4.0	0
--	--	--	--	--	--	--	1.5	0
7,553	398					11,829		



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM COMBINED SEWER SYSTEM BMP SIZING CALCULATORfor QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 21,328
Subwatershed Name (if applicable): W R/W

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 4 - Check that site and drainage management areas are entered correctly.
(CSS = Combined Sewer System)

Project Site Surfaces	Existing Area (ft ²)	Proposed Area (ft ²)	CHECK OF AREAS
Impervious Area Draining to BMP	0	7,553	OK
Impervious Area Draining Directly to CSS	21,328	11,939	
Pervious Area Draining to BMP	0	398	OK
Pervious Area Draining Directly to CSS	0	628	
Stormwater BMP Area	0	811	
Total Area	21,328	21,328	OK

Other Performance Outputs

(For PUC tracking/auditing, not compliance related)

Total Runoff from Drainage Area (gal per year)	267,695
Annual Runoff Removed From Sewer (gal per year)	70,587
Annual Runoff Detained (gal per year)	46,480
Increased Green Space (acres)	0.04

STEP 5 - Compare if the SMR runoff reductions to quantity control requirements are met. If not, review BMP performance output in Step 6, then return to Step 3 to adjust stormwater strategies.

Quantity Control Parameter	Existing Conditions	Proposed Conditions	% Reduction From Existing Conditions	Target % Reduction	Requirement Met?
1-yr, 24 hr: Peak Flow (cfs)	0.675	0.377	44%	N/A	N/A
1-yr, 24 hr: Runoff Volume (ft ³)	4,300	3,083	28%	N/A	N/A
2-yr, 24 hr: Peak Flow (cfs)	0.818	0.526	36%	25%	YES
2-yr, 24 hr: Runoff Volume (ft ³)	4,659	3,428	26%	25%	YES

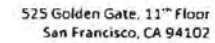
STEP 6 - Review the summary table below to see how each BMP performs during the 2-yr 24 hr storm. The site's hydrographs are shown in the "Rainfall and Hydrographs" tab.

Stormwater BMP Measures		Inflows	Outflows		Volume In	Volume Retained			Volume Out to CSS	
		Peak Flow to BMP (cfs)	Peak Rate of Discharged Flow (cfs)	Peak Rate of Overflow (cfs)	Runoff to BMP (ft³)	Infiltration + E/T (ft³)	Reuse (ft³)	Volume Remaining in Storage (ft³)	Detained Discharge Volume (ft³)	Overflow Volume (ft³)
Retention	Retention BMP Measures									
	Bioretention (No Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Cistern	0.000	0.000	0.000	0	0	0	0	0	0
	Infiltration Trench	0.000	0.000	0.000	0	0	0	0	0	0
	Dry Well/Infiltration Gallery	0.000	0.000	0.000	0	0	0	0	0	0
	Permeable Pavement (No Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention	Detention + E/T BMP Measures									
	Bioretention/FTP (Underdrain, No Liner)	0.320	0.068	0.000	1833	1022	0	0	811	0
	Bioretention/FTP (Underdrain, Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Vegetated Roof	0.000	0.000	0.000	0	0	0	0	0	0
	Detention BMP Measures									
	Permeable Pavement (Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention Vault or Tank		0.000	0.000	0.000	0	0	0	0	0	0
Totals					1,833	1,022	0	0	811	0

For BMPs in Series Only

Volume to Receiving BMP	
Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
—	—
0	0
—	—
—	—
—	—
0	0
0	0
0	0
—	—
0	0
0	0

NOTE: With the exception of Cisterns, BMP measures should not have any "Volume Remaining in Storage". If volume is remaining in any BMP measures other than a Cistern, check and revise STEP 3b for the "Outlet Design" (outlet/orifice diameter) or underdrain such that the "Approx. Drawdown Time" is less than 48 hours, therefore empty for the next storm event.



User Input
Default Value
Locked
Comment

Version 2.2.1
July 2021



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 30,455
Subwatershed Name (if applicable): SE

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A

Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 4 - Check that site and drainage management areas are entered correctly. (CSS = Combined Sewer System)

Project Site Surfaces	Existing Area (ft ²)	Proposed Area (ft ²)	CHECK OF AREAS
Impervious Area Draining to BMP	0	11,250	OK
Impervious Area Draining Directly to CSS	26,913	14,637	
Pervious Area Draining to BMP	0	1,250	OK
Pervious Area Draining Directly to CSS	3,542	3,318	
Stormwater BMP Area	0	0	
Total Area	30,455	30,455	OK

Other Performance Outputs

(For PUC tracking/auditing, not compliance related)

Total Runoff from Drainage Area (gal per year)	340,839
Annual Runoff Removed From Sewer (gal per year)	155,840
Annual Runoff Detained (gal per year)	0
Increased Green Space (acres)	0.02

STEP 5 - Compare If the SMR runoff reductions to quantity control requirements are met. If not, review BMP performance output in Step 6, then return to Step 3 to adjust stormwater strategies.

Quantity Control Parameter	Existing Conditions	Proposed Conditions	% Reduction From Existing Conditions	Target % Reduction	Requirement Met?
1-yr, 24 hr: Peak Flow (cfs)	0.848	0.461	46%	N/A	N/A
1-yr, 24 hr: Runoff Volume (ft ³)	5,464	2,987	45%	N/A	N/A
2-yr, 24 hr: Peak Flow (cfs)	1.028	0.558	46%	25%	YES
2-yr, 24 hr: Runoff Volume (ft ³)	5,931	3,283	45%	25%	YES

STEP 6 - Review the summary table below to see how each BMP performs during the 2-yr 24 hr storm. The site's hydrographs are shown in the "Rainfall and Hydrographs" tab.

Stormwater BMP Measures		Inflows	Outflows		Volume In	Volume Retained			Volume Out to CSS	
		Peak Flow to BMP (cfs)	Peak Rate of Discharged Flow (cfs)	Peak Rate of Overflow (cfs)	Runoff to BMP (ft³)	Infiltration + E/T (ft³)	Reuse (ft³)	Volume Remaining In Storage (ft³)	Detained Discharge Volume (ft³)	Overflow Volume (ft³)
Retention	Retention BMP Measures									
	Bioretention (No Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Cistern	0.000	0.000	0.000	0	0	0	0	0	0
	Infiltration Trench	0.000	0.000	0.000	0	0	0	0	0	0
	Dry Well/Infiltration Gallery	0.429	0.000	0.005	2509	2473	0	0	0	36
	Permeable Pavement (No Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention	Detention + E/T BMP Measures									
	Bioretention/FTP (Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Bioretention/FTP (Underdrain, Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Vegetated Roof	0.000	0.000	0.000	0	0	0	0	0	0
	Detention BMP Measures									
	Permeable Pavement (Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention Vault or Tank		0.000	0.000	0.000	0	0	0	0	0	0
Totals					2,509	2,473	0	0	0	36

For BMPs In Series Only

Volume to Receiving BMP	
Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
0	0
0	0
0	0
0	0
0	0
0	0

NOTE: With the exception of Cisterns, BMP measures should not have any "Volume Remaining In Storage". If volume is remaining in any BMP measures other than a Cistern, check and revise STEP 3b for the "Outlet Design" (outlet/orifice diameter) or underdrain such that the "Approx. Drawdown Time" is less than 48 hours, therefore empty for the next storm event.



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 28,612
Subwatershed Name (if applicable): S

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved?

No

N/A

N/A

Project Requirement:

Case 2: 25% reduction in peak flow
and volume from the 2-yr, 24 hr
storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 1 - Enter the site's Infiltration characteristics

HSG Soil Type: B
Is Infiltration Feasible or Proposed? Yes
Measured Infiltration Rate (in/hr):
Infiltration Testing Method: Not Conducted
Infiltration Rate Correction Factor: 0.00
Design Infiltration Rate (in/hr): 0.35

STEP 2 - Enter the site's EXISTING runoff pathway information to estimate the Time of Concentration (Tc)

Existing Means of Conveying Runoff Offsite? Pipe
Avg. Site Slope in Direction of Flow (%): 1.0%
Maximum Flow Length (ft): 300

STEP 3a - Enter the sites EXISTING and PROPOSED areas of Impervious, pervious, and BMP surfaces.

	Surface Type	Existing (ft ²)	Proposed (ft ²)	Curve Number
Conventional Surfaces	Impervious			
	Pavement (Conventional)	21,408	24,320	98
	Roof (Conventional)			98
	Gravel on Soils			85
	Other:			
	Impervious Areas Subtotal	21,408	24,320	
Pervious	Grass/Lawn on Grade			61
	Landscaping on Grade (Low Density)	7,204	4,292	56
	Landscaping on Grade (High Density)			48
	Street Tree Well (ROW Only)			35
	Traditional Planter on Structure			
	Other:			
	Pervious Areas Subtotal	7,204	4,292	
Stormwater BMPs	Retention			
	Bioretention (No Underdrain, No Liner)	--	--	--
	Cistern	--	0	--
	Infiltration Trench	--	--	--
	Dry Well/Infiltration Gallery	--	0	--
	Permeable Pavement (No Underdrain)	--	0	--
	Detention			
	Bioretention/FTP (Underdrain, No Liner)	--	--	--
	Bioretention/FTP (Underdrain, Liner)	--	--	--
	Vegetated Roof	--	0	--
	Permeable Pavement (Underdrain)	--	0	--
	Detention Vault or Tank	--	0	--
	BMP Areas Subtotals	--	0	--
	Total Project Site Areas	28,612	28,612	--

BMPs In Series	
Are BMPs in Series Proposed?	No
First BMP in Series	
Receiving BMP in Series	

STEP 3b - Enter stormwater BMP design information AND the conventional areas from Step 3a that drain to each BMP measure.

Drainage Areas		BMP Depths and Volumes					Outlet Design	
Impervious Area Draining to BMP (ft ²)	Pervious Area Draining to BMP (ft ²)	BMP Ponding Depth (ft)	BMP Media Depth (ft)	Gravel Storage Depth (ft)	Height of Underdrain Above Base (ft)	Storage Volume (gallons)	Outlet or Orifice Diameter (in)	Approx. Drawdown Time (hrs)
0	0	0.5	1.5	1.25	--	0	--	0
--	--	--	--	0.00	--	0	--	0 days
--	--	--	--	3.00	--	0	--	0
9,900	1,100	0.0	--	3.00	--	10,233	--	41
0	0	--	--	1.00	--	0	--	0
--	--	0.5	1.5	1.00	0.17	0	4.0	0
--	--	0.5	1.5	--	--	0	4.0	0
--	0	--	0.50	--	--	0	4.0	0
--	0	--	--	1.00	0.17	0	4.0	0
--	--	--	--	--	--	--	1.5	0
BMP Areas Subtotals								
Total Project Site Areas								
28,612	28,612	--	--	--	--	10,233	--	--



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 28,612
Subwatershed Name (if applicable): S

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 4 - Check that site and drainage management areas are entered correctly. (CSS = Combined Sewer System)

Project Site Surfaces	Existing Area (ft ²)	Proposed Area (ft ²)	CHECK OF AREAS
Impervious Area Draining to BMP	0	9,900	OK
Impervious Area Draining Directly to CSS	21,408	14,420	
Pervious Area Draining to BMP	0	1,100	OK
Pervious Area Draining Directly to CSS	7,204	3,192	
Stormwater BMP Area	0	0	
Total Area	28,612	28,612	OK

Other Performance Outputs

(For PUC tracking/auditing, not compliance related)

Total Runoff from Drainage Area (gal per year)	274,892
Annual Runoff Removed From Sewer (gal per year)	92,267
Annual Runoff Detained (gal per year)	0
Increased Green Space (acres)	-0.07

STEP 5 - Compare if the SMR runoff reductions to quantity control requirements are met. If not, review BMP performance output in Step 6, then return to Step 3 to adjust stormwater strategies.

Quantity Control Parameter	Existing Conditions	Proposed Conditions	% Reduction From Existing Conditions	Target % Reduction	Requirement Met?
1-yr, 24 hr: Peak Flow (cfs)	0.670	0.454	32%	N/A	N/A
1-yr, 24 hr: Runoff Volume (ft ³)	4,394	2,942	33%	N/A	N/A
2-yr, 24 hr: Peak Flow (cfs)	0.811	0.550	32%	25%	YES
2-yr, 24 hr: Runoff Volume (ft ³)	4,784	3,288	31%	25%	YES

STEP 6 - Review the summary table below to see how each BMP performs during the 2-yr 24 hr storm. The site's hydrographs are shown in the "Rainfall and Hydrographs" tab.

Stormwater BMP Measures		Inflows	Outflows		Volume In	Volume Retained			Volume Out to CSS	
		Peak Flow to BMP (cfs)	Peak Rate of Discharged Flow (cfs)	Peak Rate of Overflow (cfs)	Runoff to BMP (ft³)	Infiltration + E/T (ft³)	Reuse (ft³)	Volume Remaining in Storage (ft³)	Detained Discharge Volume (ft³)	Overflow Volume (ft³)
Retention	Retention BMP Measures									
	Bioretention (No Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Cistern	0.000	0.000	0.000	0	0	0	0	0	0
	Infiltration Trench	0.000	0.000	0.000	0	0	0	0	0	0
	Dry Well/Infiltration Gallery	0.378	0.000	0.007	2204	2113	0	0	0	91
	Permeable Pavement (No Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention	Detention + E/T BMP Measures									
	Bioretention/FTP (Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Bioretention/FTP (Underdrain, Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Vegetated Roof	0.000	0.000	0.000	0	0	0	0	0	0
	Detention BMP Measures									
	Permeable Pavement (Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
	Detention Vault or Tank	0.000	0.000	0.000	0	0	0	0	0	0
Totals					2,204	2,113	0	0	0	91

For BMPs in Series Only

Volume to Receiving BMP	
Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
—	—
0	0
—	—
—	—
—	—
0	0
0	0
0	0
—	—
0	0
0	0

NOTE: With the exception of Cisterns, BMP measures should not have any "Volume Remaining in Storage". If volume is remaining in any BMP measures other than a Cistern, check and revise STEP 3b for the "Outlet Design" (outlet/orifice diameter) or underdrain such that the "Approx. Drawdown Time" is less than 48 hours, therefore empty for the next storm event.



SAN FRANCISCO PUBLIC UTILITIES COMMISSION - URBAN WATERSHED MANAGEMENT PROGRAM

COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 15,150
Subwatershed Name (if applicable): SW

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 1: No net increase in peak flow and volume from the 1-yr and 2-yr, 24 hr storms

LEGEND:

User Input
Default Value
Locked
Comment

STEP 1 - Enter the site's Infiltration characteristics

HSG Soil Type: B
Is Infiltration Feasible or Proposed? Yes
Measured Infiltration Rate (in/hr):
Infiltration Testing Method: Not Conducted
Infiltration Rate Correction Factor: 0.00
Design Infiltration Rate (in/hr): 0.35

STEP 2 - Enter the site's EXISTING runoff pathway information to estimate the Time of Concentration (Tc)

Existing Means of Conveying Runoff Offsite? Pipe
Avg. Site Slope in Direction of Flow (%): 1.0%
Maximum Flow Length (ft): 300

STEP 3a - Enter the sites EXISTING and PROPOSED areas of Impervious, pervious, and BMP surfaces.

	Surface Type	Existing (ft ²)	Proposed (ft ²)	Curve Number
Conventional Surfaces	Impervious			
	Pavement (Conventional)	3,764	12,878	98
	Roof (Conventional)			98
	Gravel on Soils			85
	Other:			
	Impervious Areas Subtotal	3,764	12,878	
Pervious	Grass/Lawn on Grade			61
	Landscaping on Grade (Low Density)	11,386	2,273	56
	Landscaping on Grade (High Density)			48
	Street Tree Well (ROW Only)			35
	Traditional Planter on Structure			
	Other:			
	Pervious Areas Subtotal	11,386	2,273	
Stormwater BMPs	Retention			
	Bioretention (No Underdrain, No Liner)	--	0	--
	Cistern	--	--	--
	Infiltration Trench	--	--	--
	Dry Well/Infiltration Gallery	--	0	--
	Permeable Pavement (No Underdrain)	--	--	--
	Detention			
	Bioretention/FTP (Underdrain, No Liner)	--	--	--
	Bioretention/FTP (Underdrain, Liner)	--	--	--
	Vegetated Roof	--	0	--
	Permeable Pavement (Underdrain)	--	0	--
	Detention Vault or Tank	--	0	--
	BMP Areas Subtotals	--	0	--
	Total Project Site Areas	15,150	15,150	--

STEP 3b - Enter stormwater BMP design information AND the conventional areas from Step 3a that drain to each BMP measure.

Drainage Areas		BMP Depths and Volumes					Outlet Design	
Impervious Area Draining to BMP (ft²)	Pervious Area Draining to BMP (ft²)	BMP Ponding Depth (ft)	BMP Media Depth (ft)	Gravel Storage Depth (ft)	Height of Underdrain Above Base (ft)	Storage Volume (gallons)	Outlet or Orifice Diameter (in)	Approx. Drawdown Time (hrs)
0	0	0.5	1.5	1.25	—	0	—	0
		—	—	0.00	—	0	—	0 days
		—	—	3.00	—	0	—	0
		0.0	—	2.50	—	10,472	—	34
		—	—	1.00	—	0	—	0
11,250	1,250	0.5	1.5	1.00	0.17	0	4.0	0
		0.5	1.5	—	—	0	4.0	0
		—	0.50	—	—	0	4.0	0
		—	—	1.00	0.17	0	4.0	0
		—	—	—	—	—	1.5	0
11,250	1,250					10,472		



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San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 15,150
Subwatershed Name (if applicable): SW

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 1: No net increase in peak flow and volume from the 1-yr and 2-yr, 24 hr storms

LEGEND:

User Input
Default Value
Locked
Comment

STEP 4 - Check that site and drainage management areas are entered correctly. (CSS = Combined Sewer System)

Project Site Surfaces	Existing Area (ft ²)	Proposed Area (ft ²)	CHECK OF AREAS
Impervious Area Draining to BMP	0	11,250	OK
Impervious Area Draining Directly to CSS	3,764	1,628	
Pervious Area Draining to BMP	0	1,250	OK
Pervious Area Draining Directly to CSS	11,386	1,023	
Stormwater BMP Area	0	0	
Total Area	15,150	15,150	OK

Other Performance Outputs

(For PUC tracking/auditing, not compliance related)

Total Runoff from Drainage Area (gal per year)	57,030
Annual Runoff Removed From Sewer (gal per year)	37,062
Annual Runoff Detained (gal per year)	0
Increased Green Space (acres)	-0.21

STEP 5 - Compare if the SMR runoff reductions to quantity control requirements are met. If not, review BMP performance output in Step 6, then return to Step 3 to adjust stormwater strategies.

Quantity Control Parameter	Existing Conditions	Proposed Conditions	% Reduction From Existing Conditions	Target % Reduction	Requirement Met?
1-yr, 24 hr: Peak Flow (cfs)	0.107	0.051	52%	0%	YES
1-yr, 24 hr: Runoff Volume (ft ³)	882	341	61%	0%	YES
2-yr, 24 hr: Peak Flow (cfs)	0.130	0.062	52%	0%	YES
2-yr, 24 hr: Runoff Volume (ft ³)	992	566	43%	0%	YES

STEP 6 - Review the summary table below to see how each BMP performs during the 2-yr 24 hr storm. The site's hydrographs are shown in the "Rainfall and Hydrographs" tab.

Stormwater BMP Measures		Inflows	Outflows		Volume In	Volume Retained			Volume Out to CSS	
		Peak Flow to BMP (cfs)	Peak Rate of Discharged Flow (cfs)	Peak Rate of Overflow (cfs)	Runoff to BMP (ft³)	Infiltration + E/T (ft³)	Reuse (ft³)	Volume Remaining In Storage (ft³)	Detained Discharge Volume (ft³)	Overflow Volume (ft³)
Retention	Retention BMP Measures									
	Bioretention (No Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Cistern	0.000	0.000	0.000	0	0	0	0	0	0
	Infiltration Trench	0.000	0.000	0.000	0	0	0	0	0	0
	Dry Well/Infiltration Gallery	0.429	0.000	0.013	2507	2312	0	0	0	195
	Permeable Pavement (No Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention	Detention + E/T BMP Measures									
	Bioretention/FTP (Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Bioretention/FTP (Underdrain, Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Vegetated Roof	0.000	0.000	0.000	0	0	0	0	0	0
	Detention BMP Measures									
	Permeable Pavement (Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention Vault or Tank		0.000	0.000	0.000	0	0	0	0	0	0
Totals					2,507	2,312	0	0	0	195

For BMPs in Series Only

Volume to Receiving BMP	
Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
0	0
0	0
0	0
0	0
0	0
0	0
0	0

NOTE: With the exception of Cisterns, BMP measures should not have any "Volume Remaining in Storage". If volume is remaining in any BMP measures other than a Cistern, check and revise STEP 3b for the "Outlet Design" (outlet/orifice diameter) or underdrain such that the "Approx. Drawdown Time" is less than 48 hours, therefore empty for the next storm event.



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COMBINED SEWER SYSTEM BMP SIZING CALCULATOR

for QUANTITY CONTROL

525 Golden Gate, 11th Floor
San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave
Project Name (Alias): Stonestown Galleria
Total Project Site Area (ft²): 37,860
Subwatershed Name (if applicable): S R/W

Applicant Name:
Company:
Date:

Modified Compliance Application

Modified Compliance approved? No
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 1 - Enter the site's infiltration characteristics

HSG Soil Type: B
Is Infiltration Feasible or Proposed? Yes
Measured Infiltration Rate (in/hr):
Infiltration Testing Method: Not Conducted
Infiltration Rate Correction Factor: 0.00
Design Infiltration Rate (in/hr): 0.35

STEP 2 - Enter the site's EXISTING runoff pathway information to estimate the Time of Concentration (Tc)

Existing Means of Conveying Runoff Offsite? Pipe
Avg. Site Slope in Direction of Flow (%): 1.0%
Maximum Flow Length (ft): 300

STEP 3a - Enter the sites EXISTING and PROPOSED areas of impervious, pervious, and BMP surfaces.

	Surface Type	Existing (ft ²)	Proposed (ft ²)	Curve Number
Conventional Surfaces	Impervious			
	Pavement (Conventional)	27,956	34,276	98
	Roof (Conventional)			98
	Gravel on Soils			85
	Other:			
	Impervious Areas Subtotal	27,956	34,276	
Pervious	Grass/Lawn on Grade			61
	Landscaping on Grade (Low Density)	9,904	1,804	56
	Landscaping on Grade (High Density)			48
	Street Tree Well (ROW Only)			35
	Traditional Planter on Structure			
	Pervious Areas Subtotal	9,904	1,804	
Stormwater BMPs	Retention			
	Bioretention (No Underdrain, No Liner)	--	--	--
	Cistern	--	0	--
	Infiltration Trench	--	--	--
	Dry Well/Infiltration Gallery	--	0	--
	Permeable Pavement (No Underdrain)	--	0	--
	Detention			
	Bioretention/FTP (Underdrain, No Liner)	--	1,780	--
	Bioretention/FTP (Underdrain, Liner)	--	--	--
	Vegetated Roof	--	--	--
	BMP Areas Subtotals	--	1,780	--
	Total Project Site Areas	37,860	37,860	--

BMPs in Series	
Are BMPs in Series Proposed?	No
First BMP in Series	
Receiving BMP in Series	

STEP 3b - Enter stormwater BMP design information AND the conventional areas from Step 3a that drain to each BMP measure.

Drainage Areas		BMP Depths and Volumes					Outlet Design	
Impervious Area Draining to BMP (ft ²)	Pervious Area Draining to BMP (ft ²)	BMP Ponding Depth (ft)	BMP Media Depth (ft)	Gravel Storage Depth (ft)	Height of Underdrain Above Base (ft)	Storage Volume (gallons)	Outlet or Orifice Diameter (in)	Approx. Drawdown Time (hrs)
		0.5	1.5	1.00	--	0	--	0
0	0	--	--	0.00	--	0	--	0 days
		--	--	3.00	--	0	--	0
0	0	2.0	--	2.00	--	--	--	0
0	0	--	--	1.00	--	0	--	0
23,173	1,220	0.5	1.5	4.25	3.75	35,283	4.0	2
		0.5	1.5	--	--	0	4.0	0
	0	--	0.50	--	--	0	4.0	0
	0	--	--	1.00	0.17	0	4.0	0
		--	--	--	--	--	1.5	0
						35,283		



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San Francisco, CA 94102

CSS BMP SIZING CALCULATOR - Only use for subwatersheds less than 2 acres, and sites less than 5 acres.

Project Address: Winston Dr & 20th Ave Applicant Name:
Project Name (Alias): Stonestown Galleria Company:
Total Project Site Area (ft²): 37,860 Date:
Subwatershed Name (if applicable): S R/W

Modified Compliance Application

Modified Compliance approved? **No**
N/A
N/A
Project Requirement:

Case 2: 25% reduction in peak flow and volume from the 2-yr, 24 hr storm

LEGEND:

User Input
Default Value
Locked
Comment

STEP 4 - Check that site and drainage management areas are entered correctly. (CSS = Combined Sewer System)

Project Site Surfaces	Existing Area (ft ²)	Proposed Area (ft ²)	CHECK OF AREAS
Impervious Area Draining to BMP	0	23,173	OK
Impervious Area Draining Directly to CSS	27,956	11,103	
Pervious Area Draining to BMP	0	1,220	OK
Pervious Area Draining Directly to CSS	9,904	584	
Stormwater BMP Area	0	1,780	
Total Area	37,860	37,860	OK

Other Performance Outputs

(For PUC tracking/auditing, not compliance related)

Total Runoff from Drainage Area (gal per year)	359,399
Annual Runoff Removed From Sewer (gal per year)	126,508
Annual Runoff Detained (gal per year)	92,312
Increased Green Space (acres)	-0.15

STEP 5 - Compare if the SMR runoff reductions to quantity control requirements are met. If not, review BMP performance output in Step 6, then return to Step 3 to adjust stormwater strategies.

Quantity Control Parameter	Existing Conditions	Proposed Conditions	% Reduction From Existing Conditions	Target % Reduction	Requirement Met?
1-yr, 24 hr: Peak Flow (cfs)	0.874	0.351	60%	N/A	N/A
1-yr, 24 hr: Runoff Volume (ft ³)	5,744	3,432	40%	N/A	N/A
2-yr, 24 hr: Peak Flow (cfs)	1.058	0.425	60%	25%	YES
2-yr, 24 hr: Runoff Volume (ft ³)	6,254	4,044	35%	25%	YES

STEP 6 - Review the summary table below to see how each BMP performs during the 2-yr 24 hr storm. The site's hydrographs are shown in the "Rainfall and Hydrographs" tab.

Stormwater BMP Measures		Inflows	Outflows		Volume In	Volume Retained			Volume Out to CSS	
		Peak Flow to BMP (cfs)	Peak Rate of Discharged Flow (cfs)	Peak Rate of Overflow (cfs)	Runoff to BMP (ft³)	Infiltration + E/T (ft³)	Reuse (ft³)	Volume Remaining in Storage (ft³)	Detained Discharge Volume (ft³)	Overflow Volume (ft³)
Retention	Retention BMP Measures									
	Bioretention (No Underdrain, No Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Cistern	0.000	0.000	0.000	0	0	0	0	0	0
	Infiltration Trench	0.000	0.000	0.000	0	0	0	0	0	0
	Dry Well/Infiltration Gallery	0.000	0.000	0.000	0	0	0	0	0	0
	Permeable Pavement (No Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention	Detention + E/T BMP Measures									
	Bioretention/FTP (Underdrain, No Liner)	0.956	0.142	0.000	5469	3698	0	160	1610	0
	Bioretention/FTP (Underdrain, Liner)	0.000	0.000	0.000	0	0	0	0	0	0
	Vegetated Roof	0.000	0.000	0.000	0	0	0	0	0	0
	Detention BMP Measures									
	Permeable Pavement (Underdrain)	0.000	0.000	0.000	0	0	0	0	0	0
Detention Vault or Tank		0.000	0.000	0.000	0	0	0	0	0	0
Totals					5,469	3,698	0	160	1,610	0

For BMPs in Series Only

Volume to Receiving BMP	
Detained Discharge Volume (ft ³)	Overflow Volume (ft ³)
—	—
0	0
—	—
—	—
—	—
0	0
0	0
0	0
—	—
0	0
0	0

NOTE: With the exception of Cisterns, BMP measures should not have any "Volume Remaining In Storage". If volume is remaining in any BMP measures other than a Cistern, check and revise STEP 3b for the "Outlet Design" (outlet/orifice diameter) or underdrain such that the "Approx. Drawdown Time" is less than 48 hours, therefore empty for the next storm event.

Appendix E

Large Vehicle Turning Movements

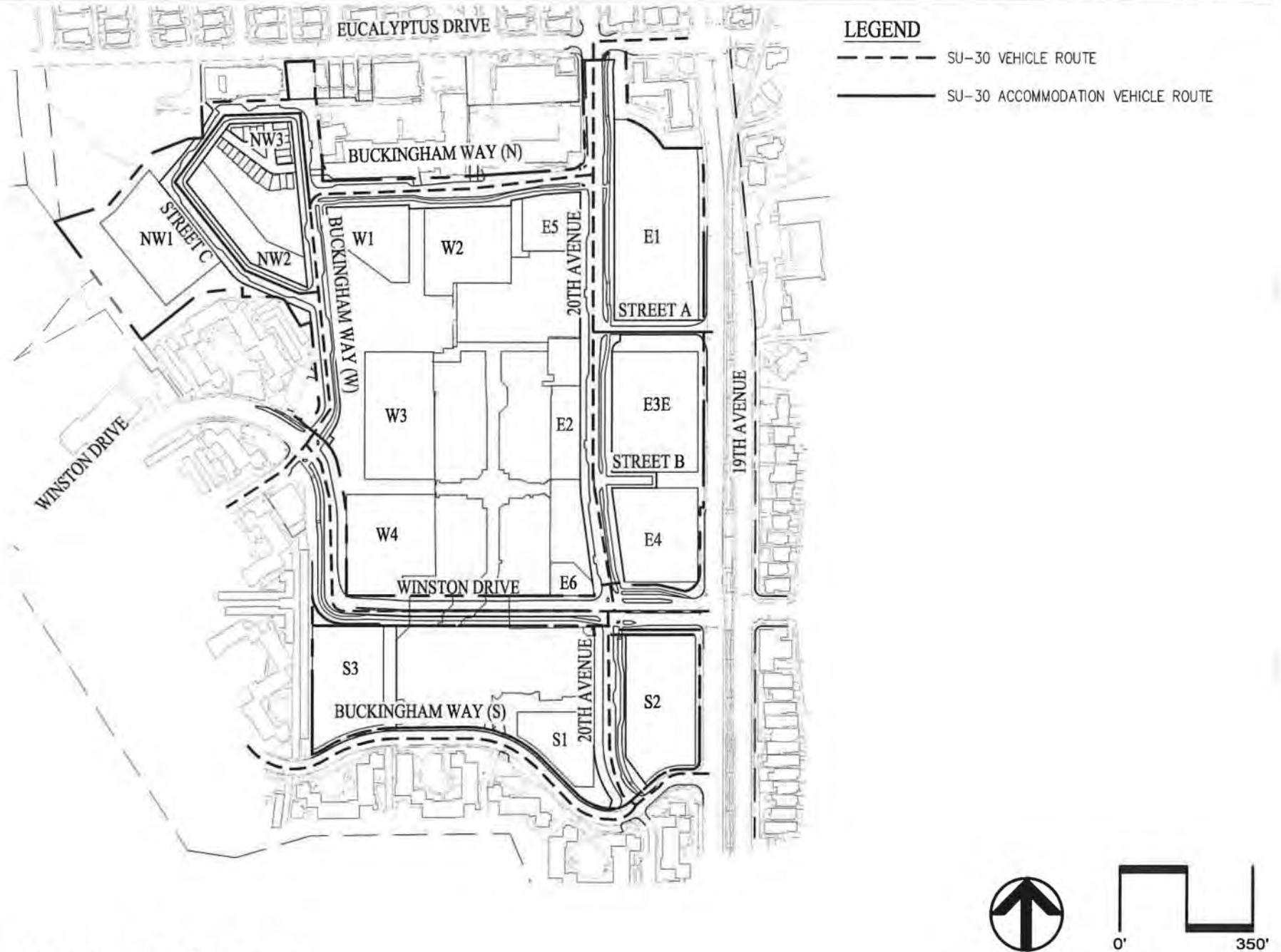


Figure E1.0 SU-30 Vehicle Route

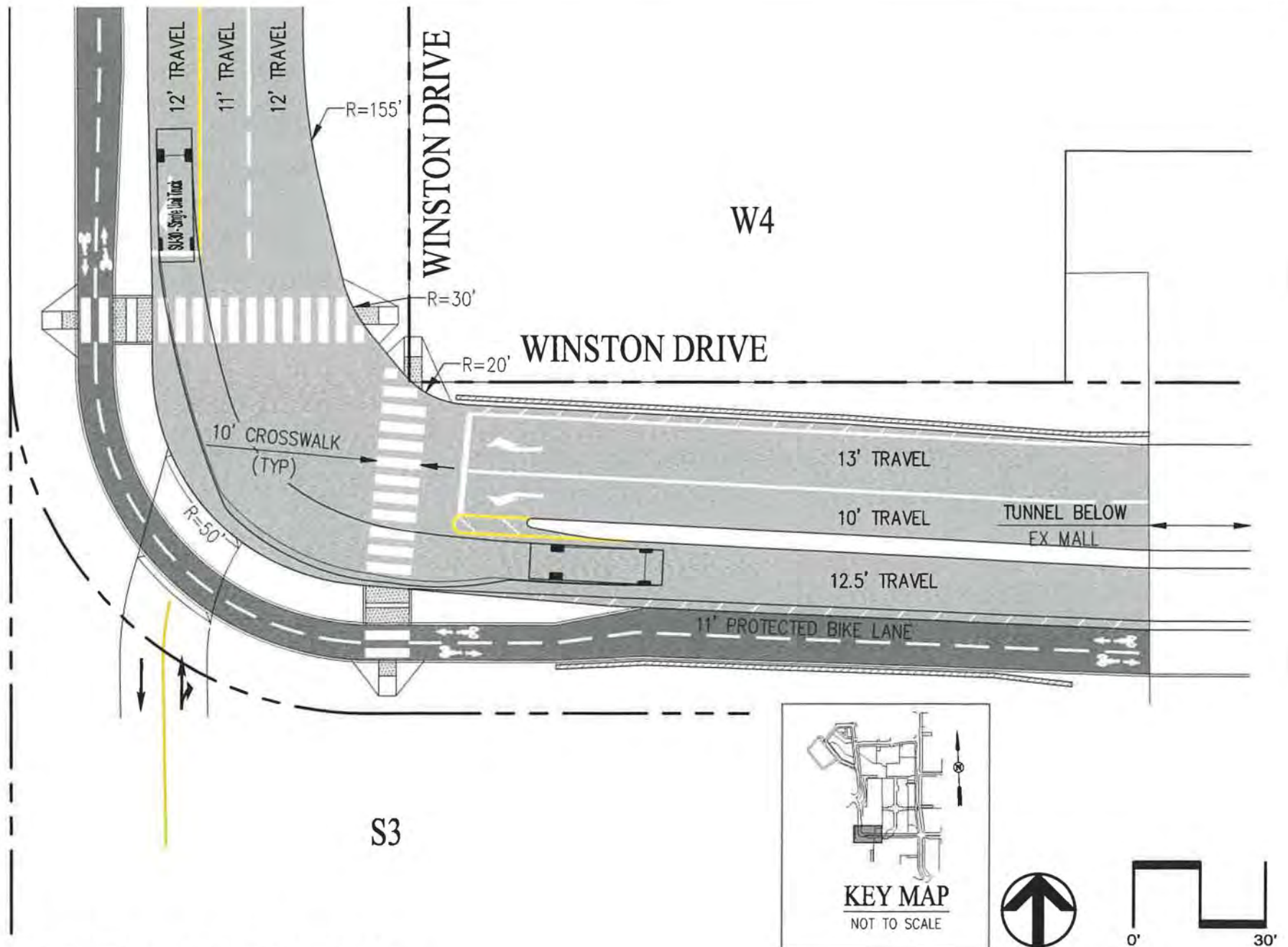


Figure E1.1 Winston Drive SB-EB (SU-30)

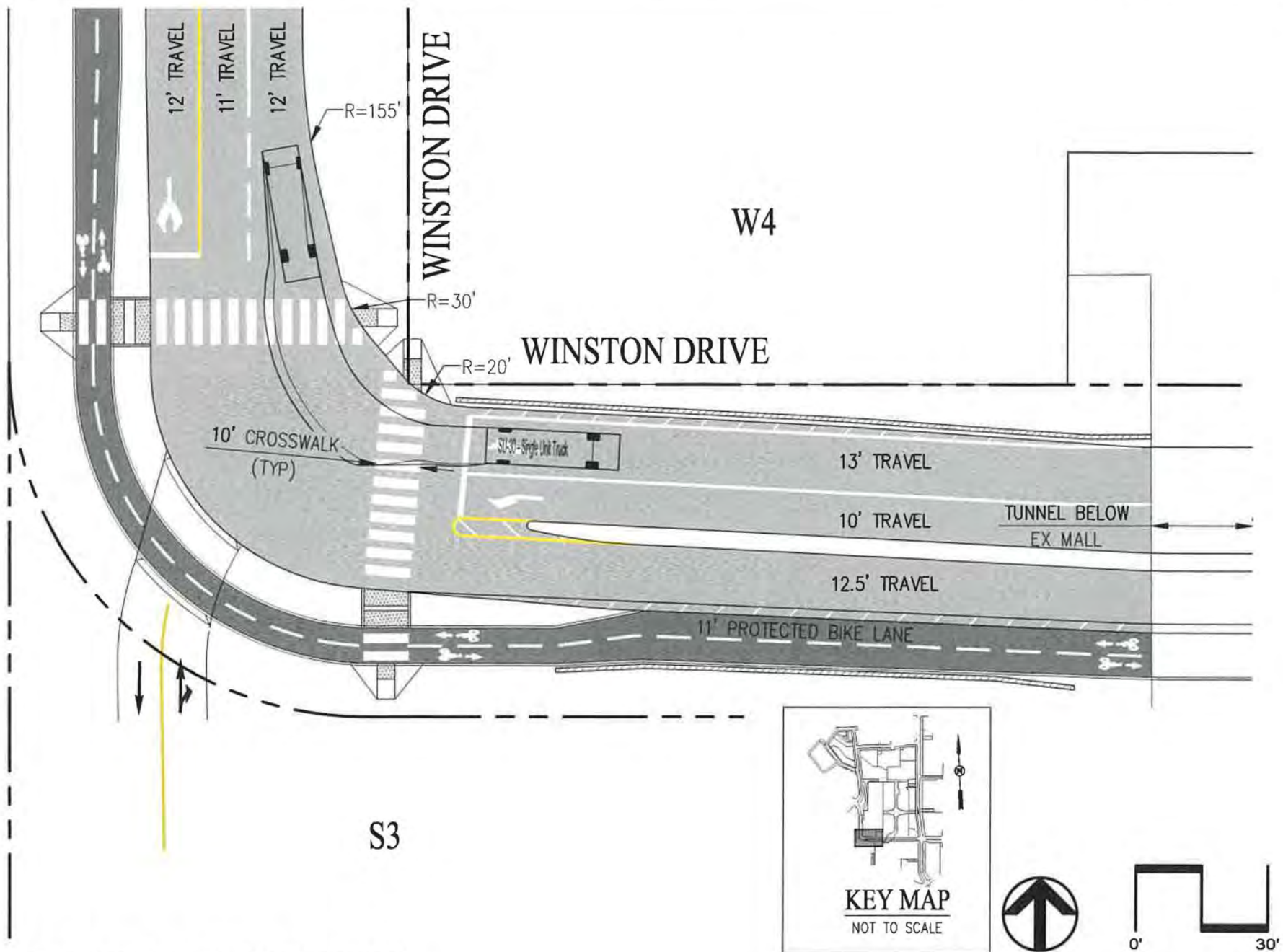


Figure E1.2 Winston Drive WB-NB (SU-30)

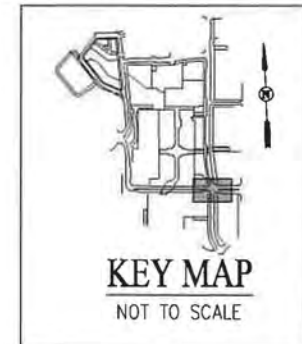
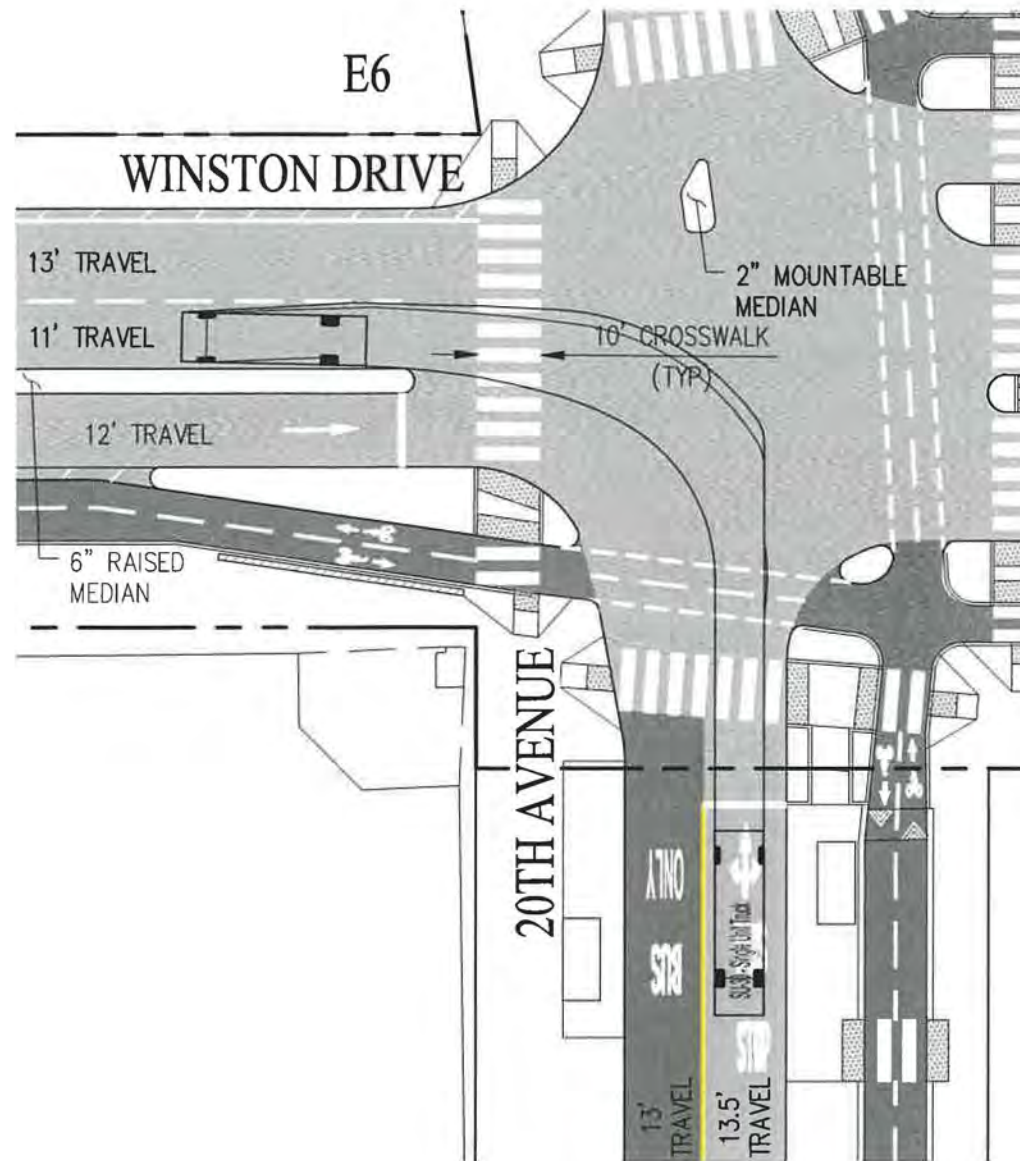


Figure E1.3 Winston Drive @ 20th Avenue NB-WB (SU-30)

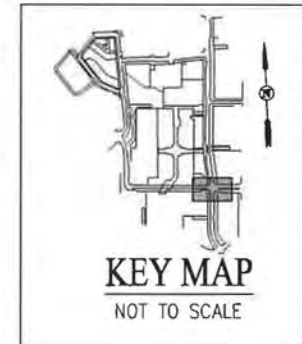
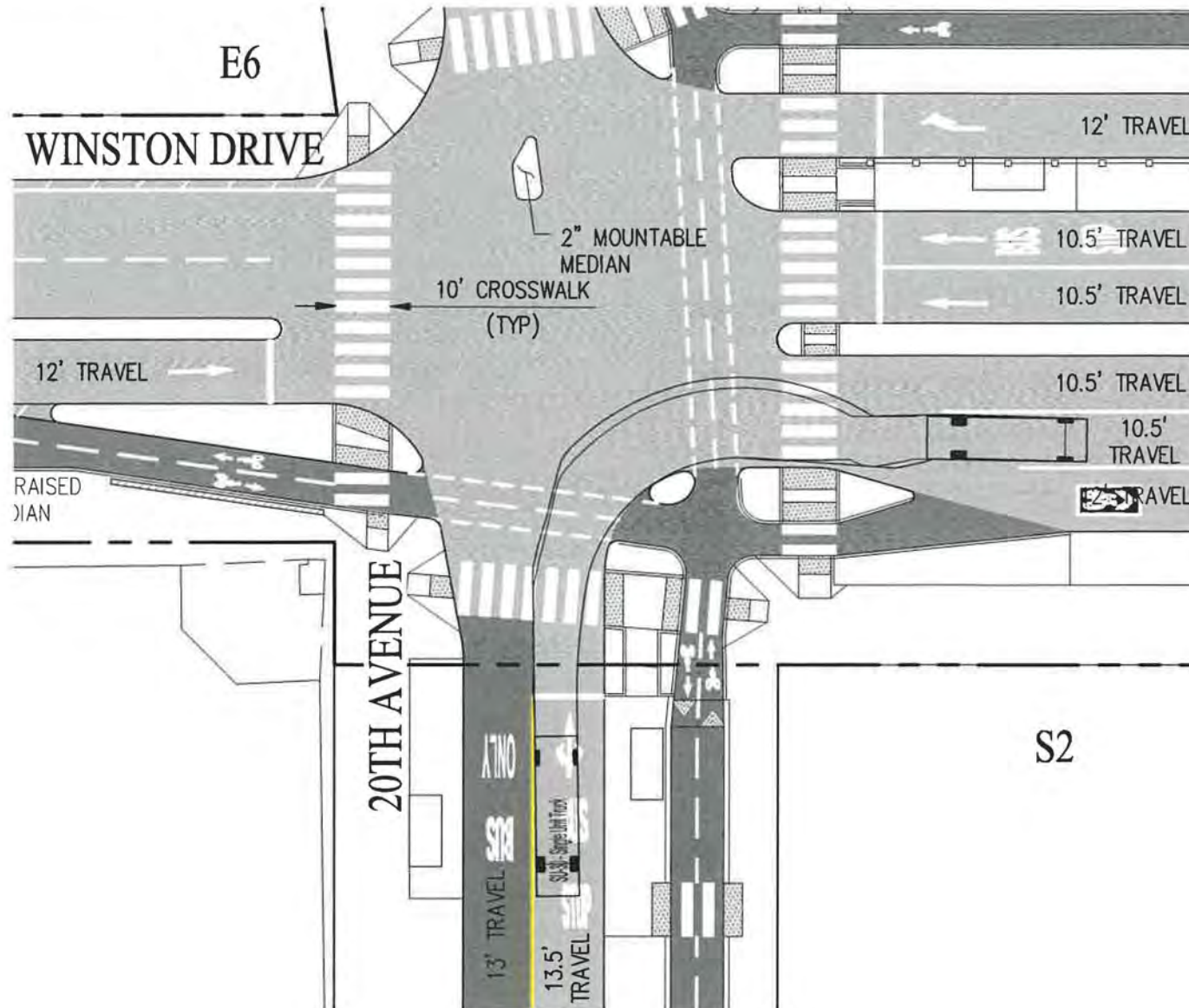


Figure E1.4 Winston Drive @ 20th Avenue NB-EB (SU-30)

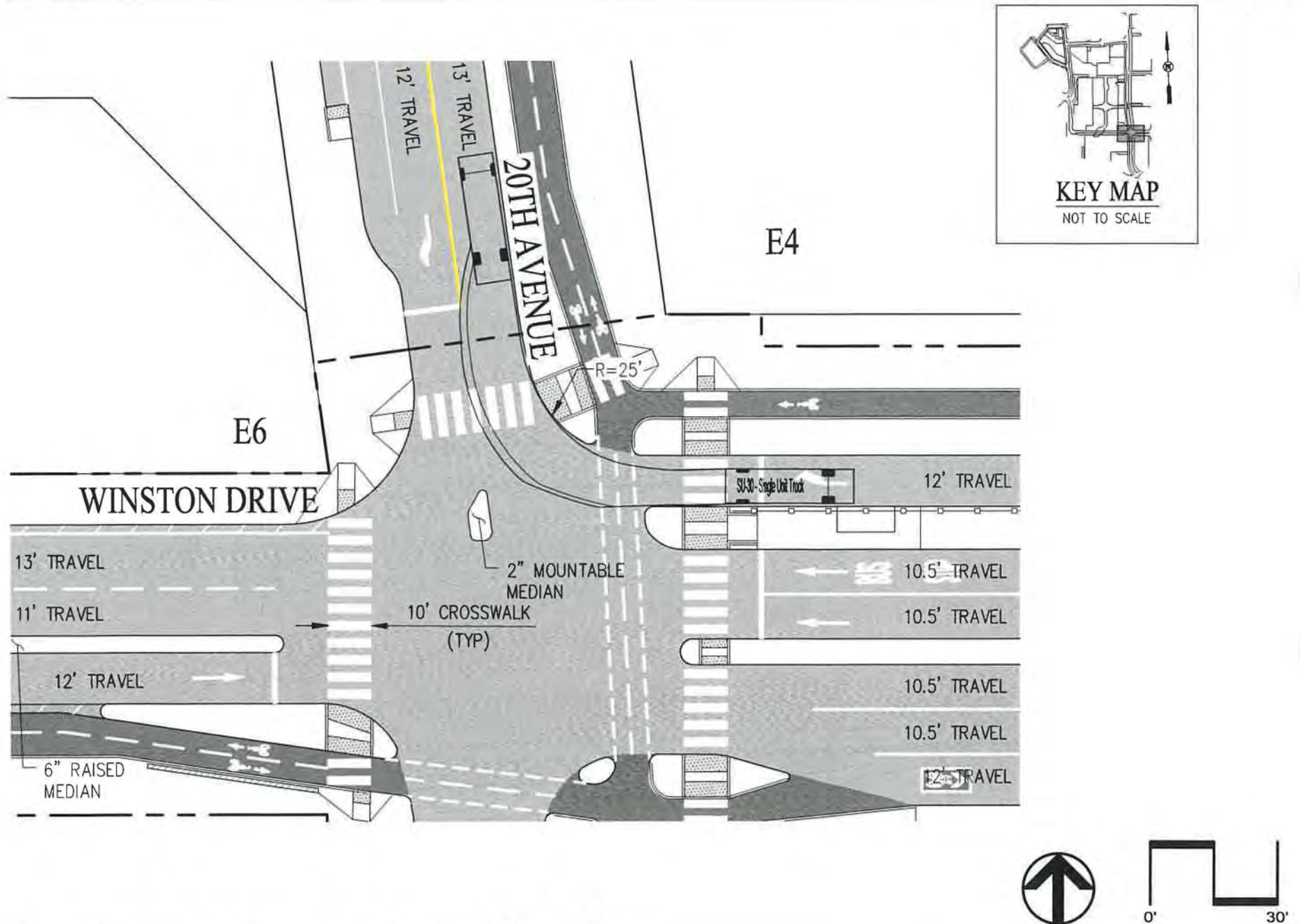


Figure E1.5 Winston Drive @ 20th Avenue WB-NB (SU-30)

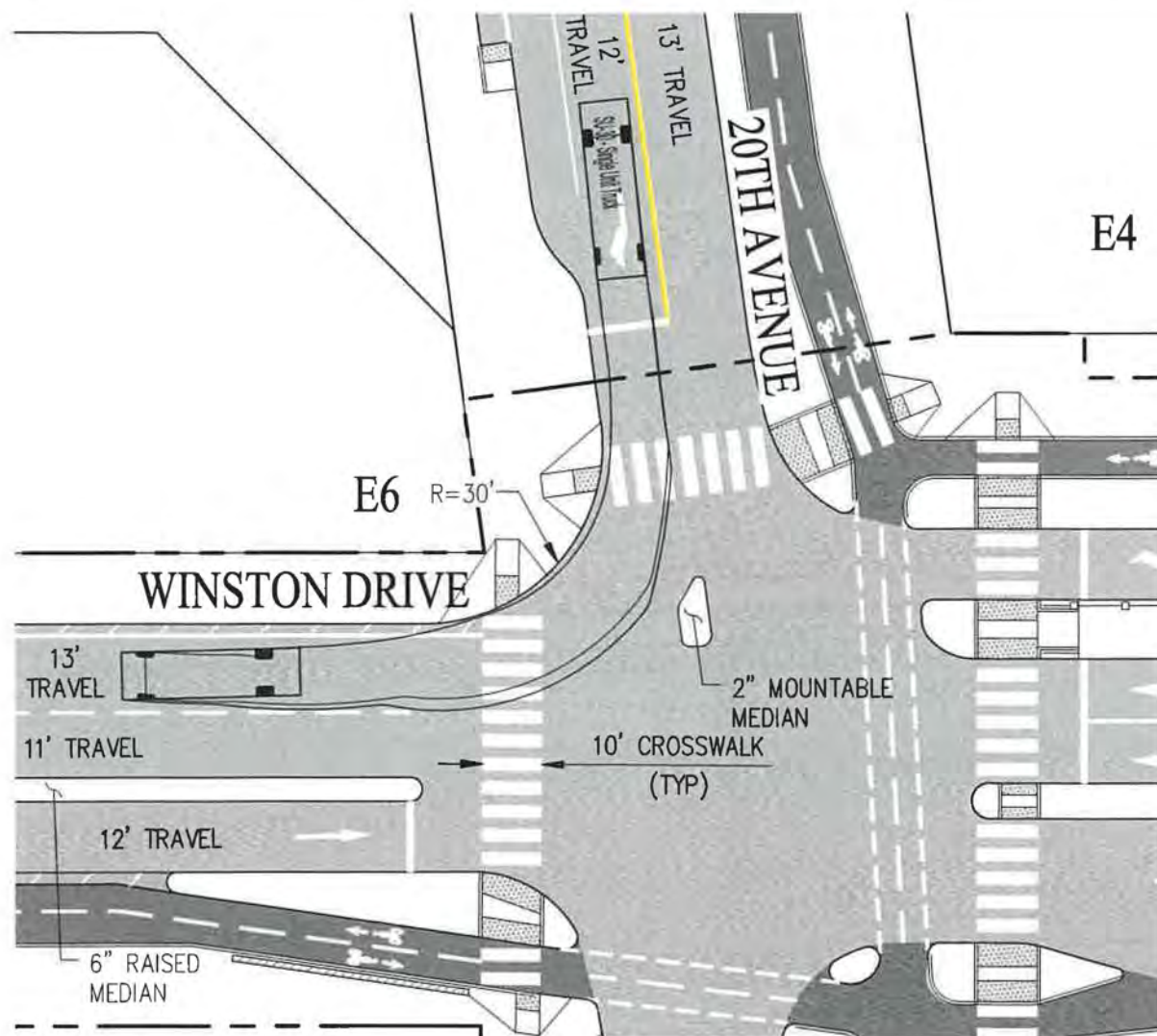


Figure E1.6 Winston Drive @ 20th Avenue SB-WB (SU-30)



Figure E1.7 Winston Drive @ 19th Avenue EB-SB (SU-30)

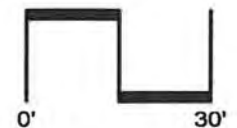
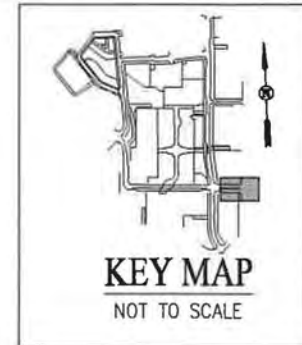
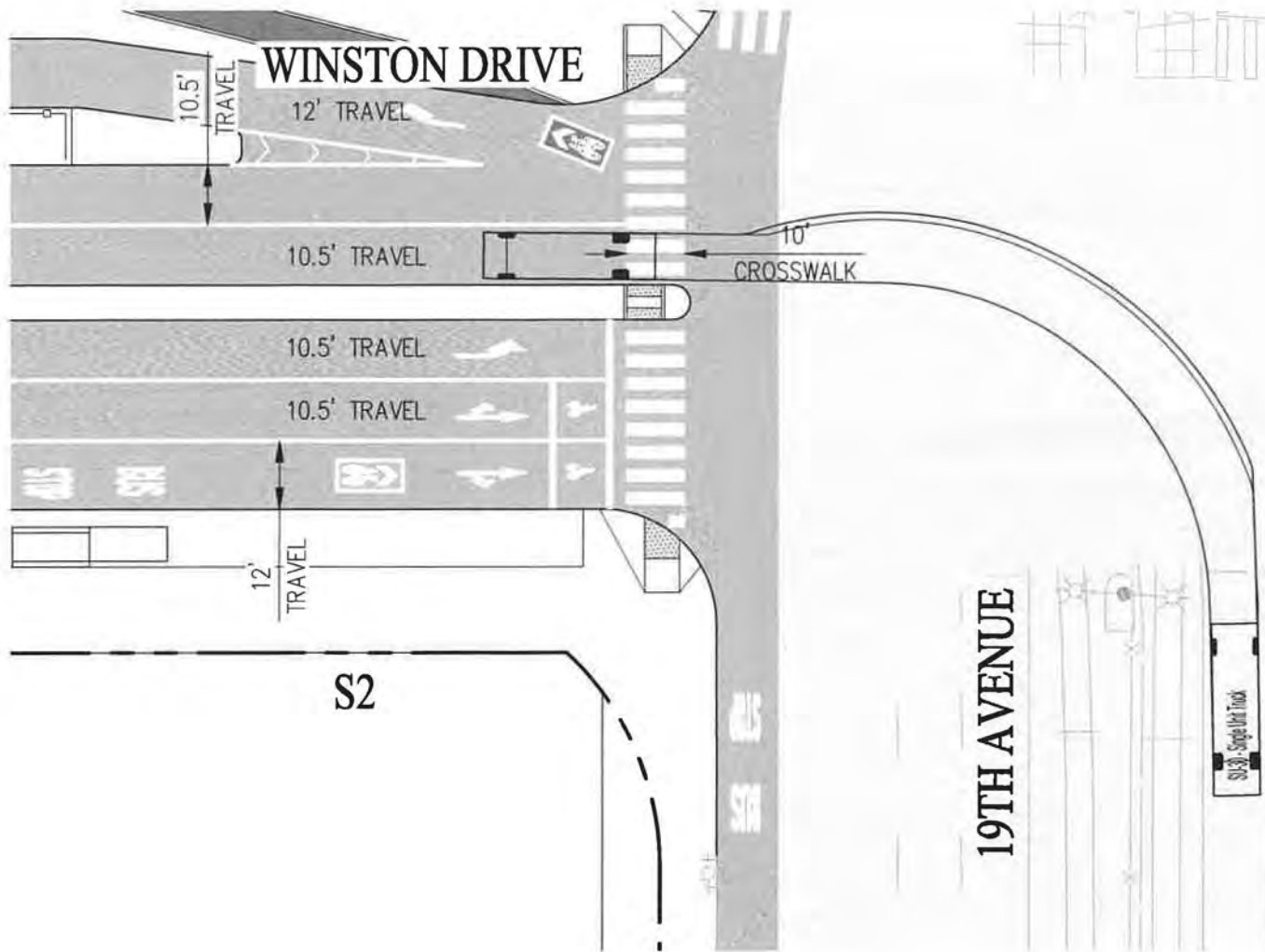


Figure E1.8 Winston Drive @ 19th Avenue NB-WB (SU-30)

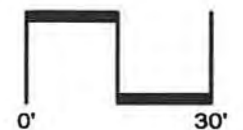
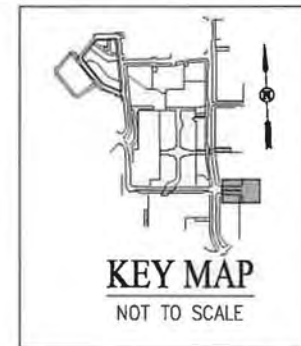
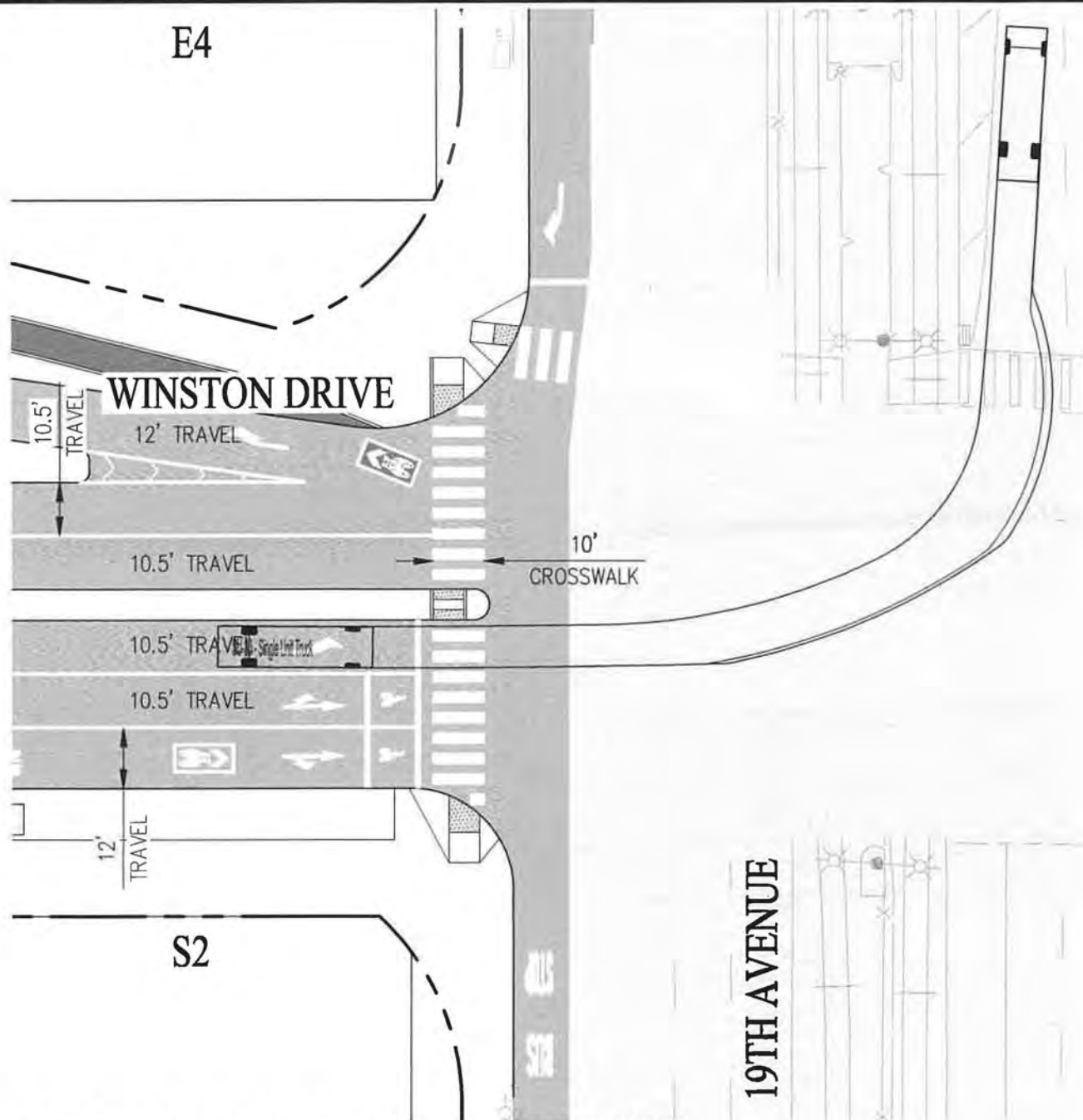


Figure E1.9 Winston Drive @ 19th Avenue EB-NB (SU-30)

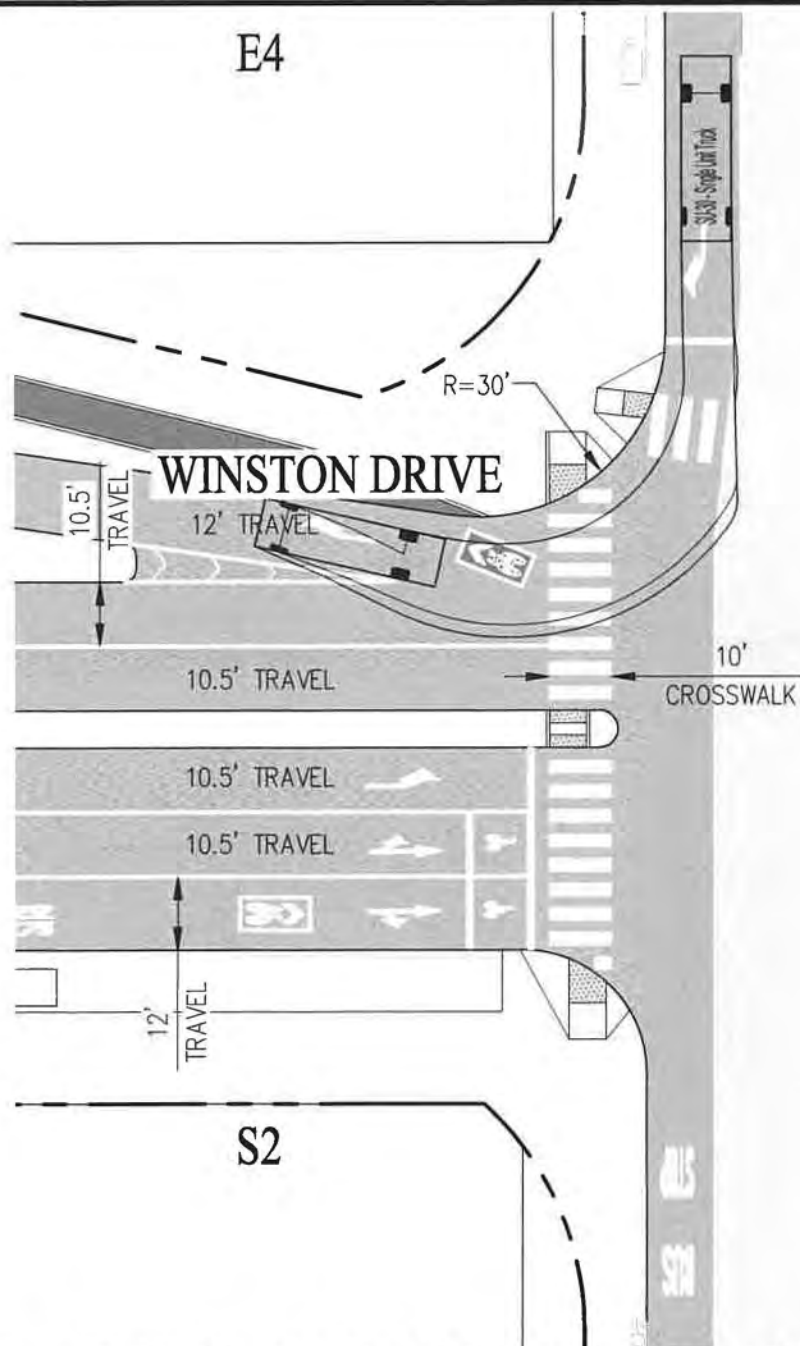


Figure E1.10 Winston Drive @ 19th Avenue SB-WB (SU-30)

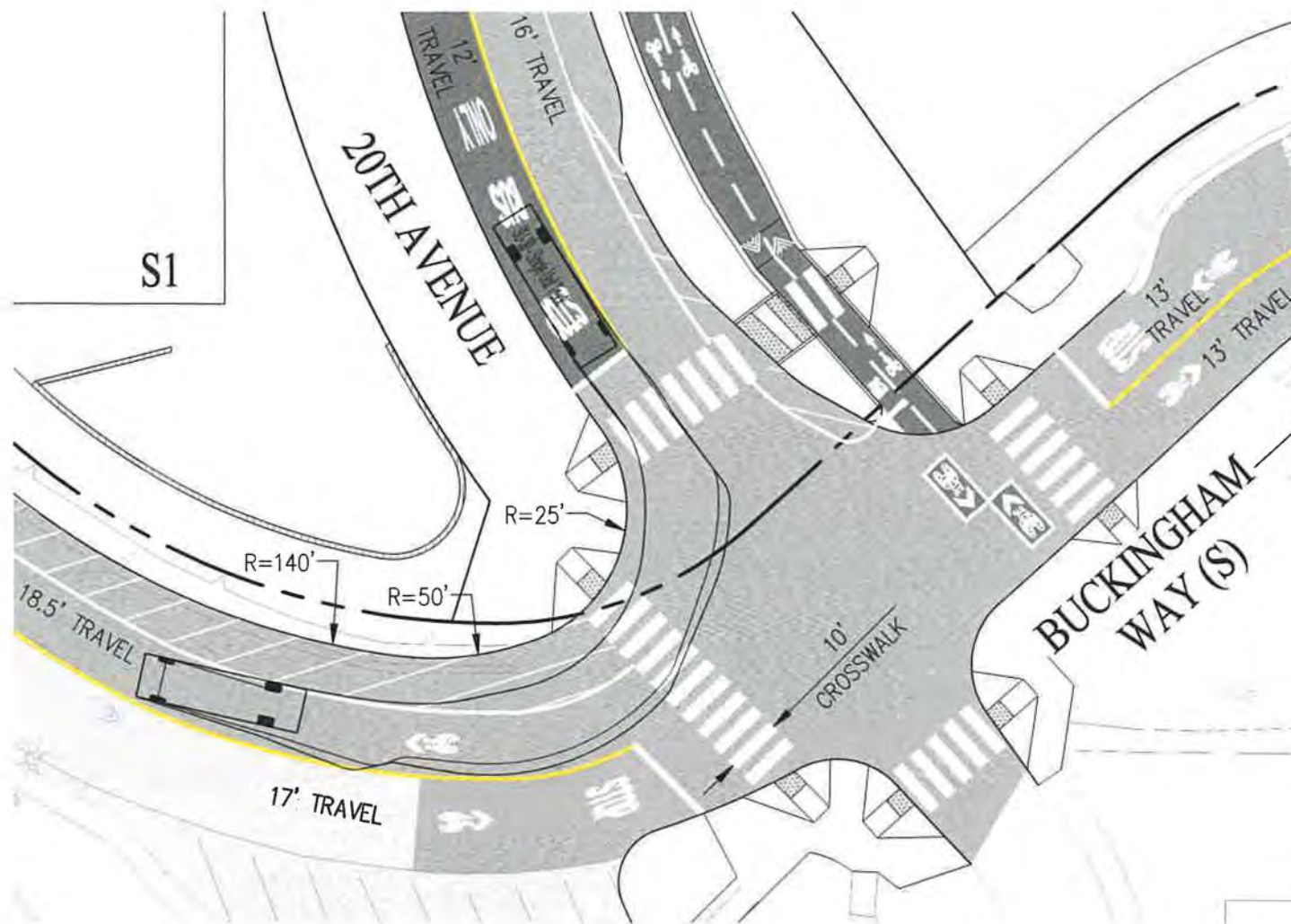


Figure E1.11 Buckingham Way (S) @ 20th Avenue SB-WB (SU-30)

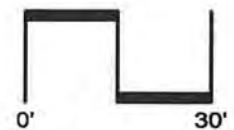
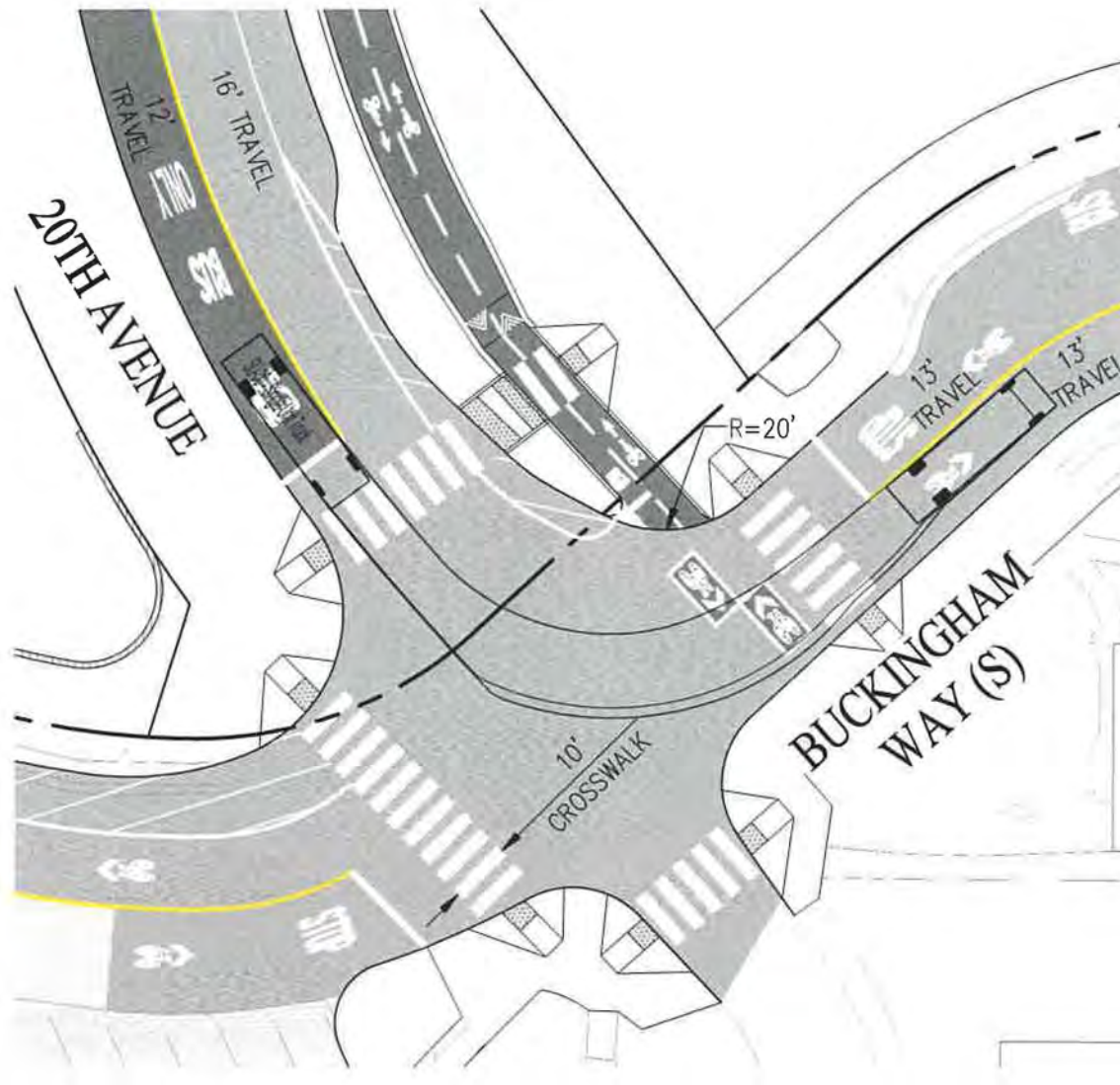
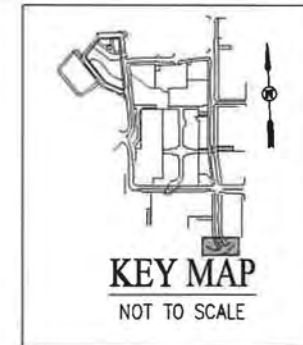


Figure E1.12 Buckingham Way (S) @ 20th Avenue SB-EB (SU-30)

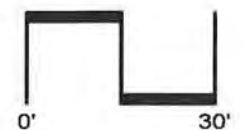
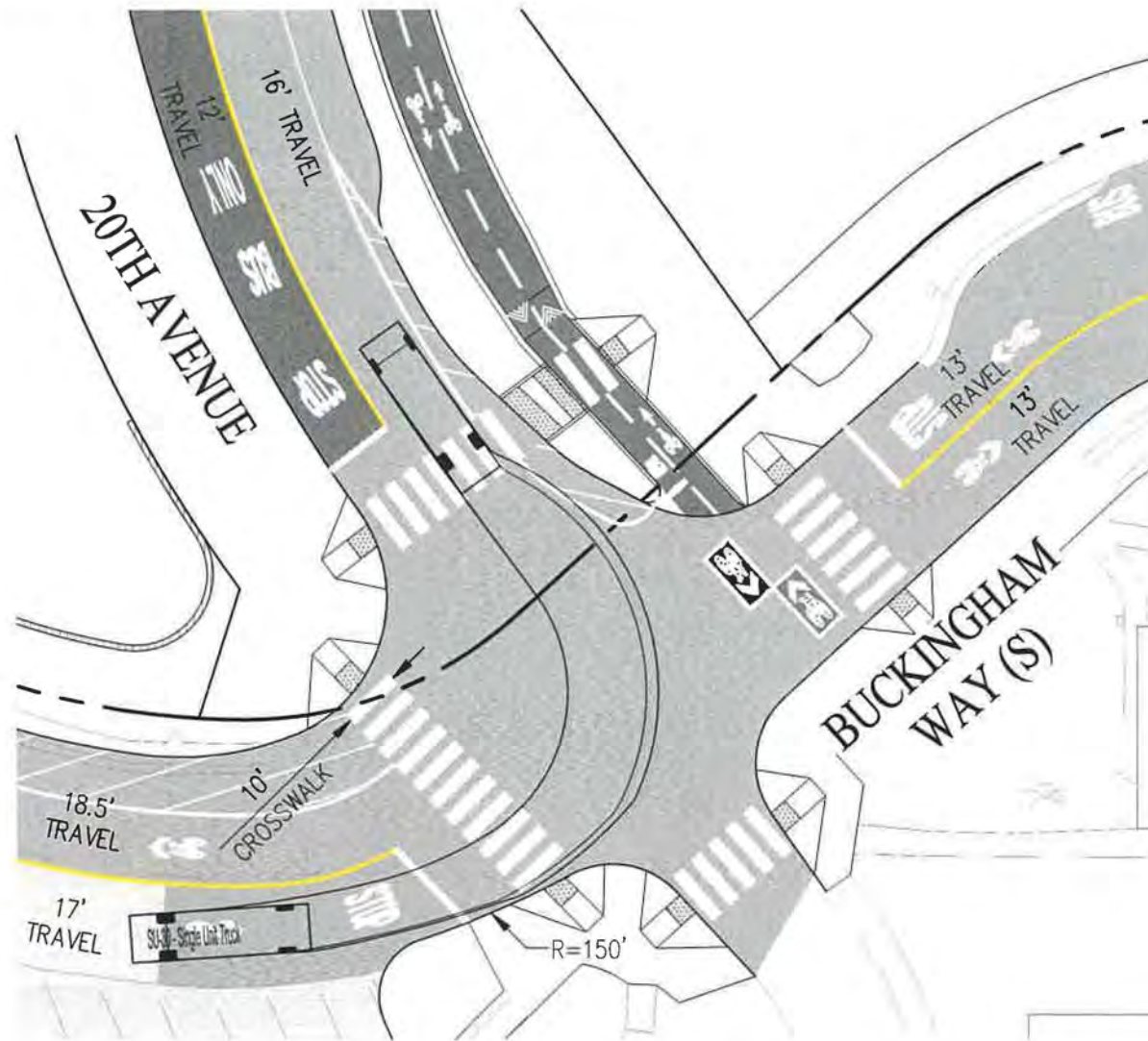
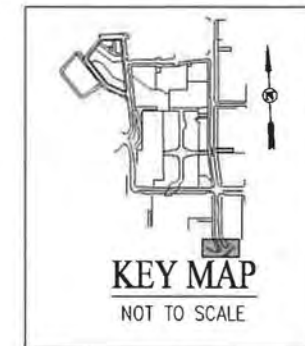


Figure E1.13 Buckingham Way (S) @ 20th Avenue EB-NB (SU-30)

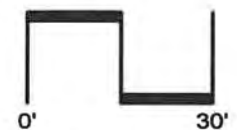
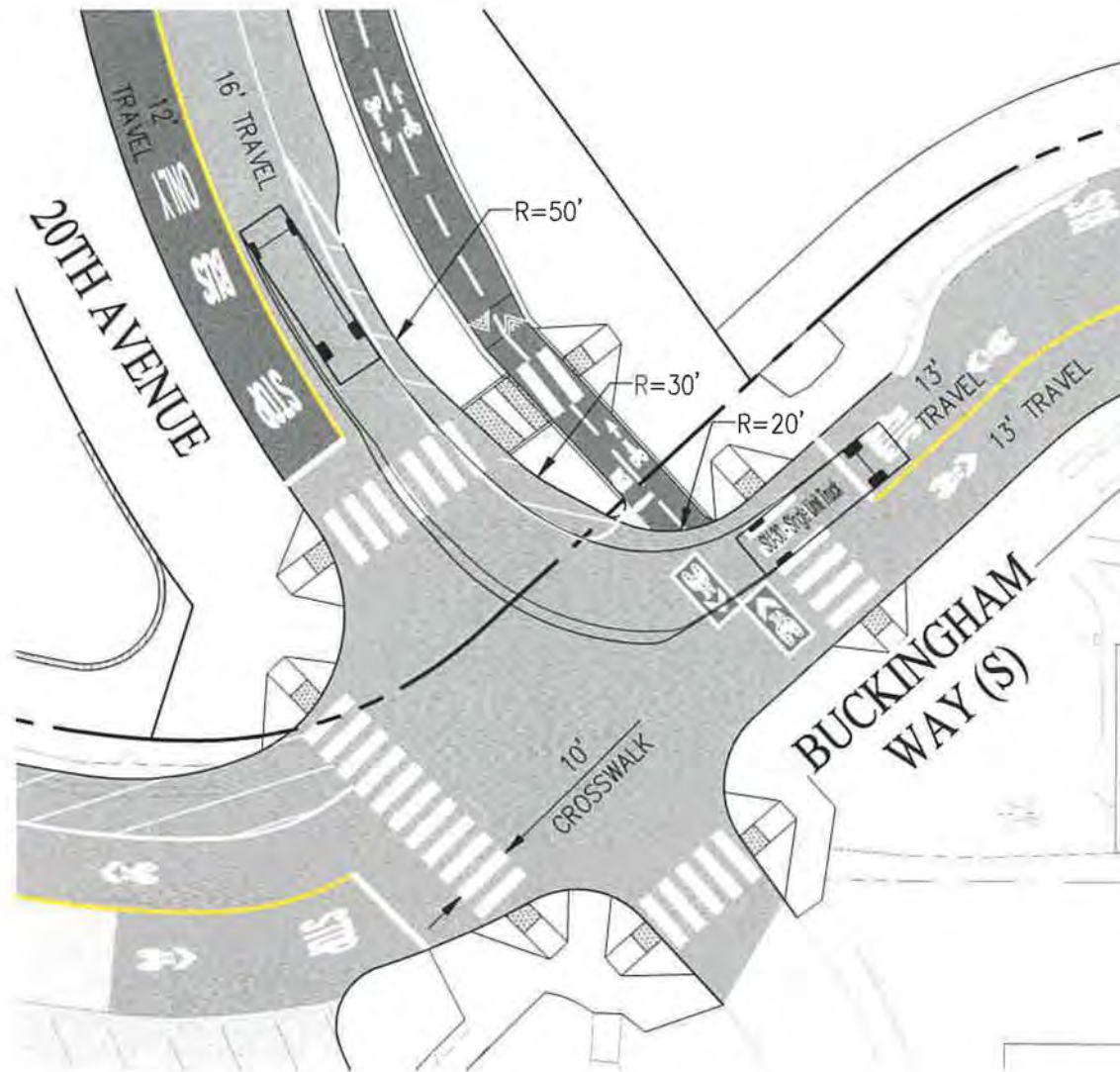
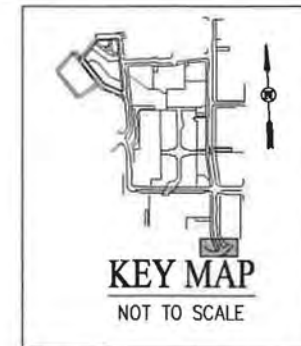


Figure E1.14 Buckingham Way (S) @ 20th Avenue WB-NB (SU-30)

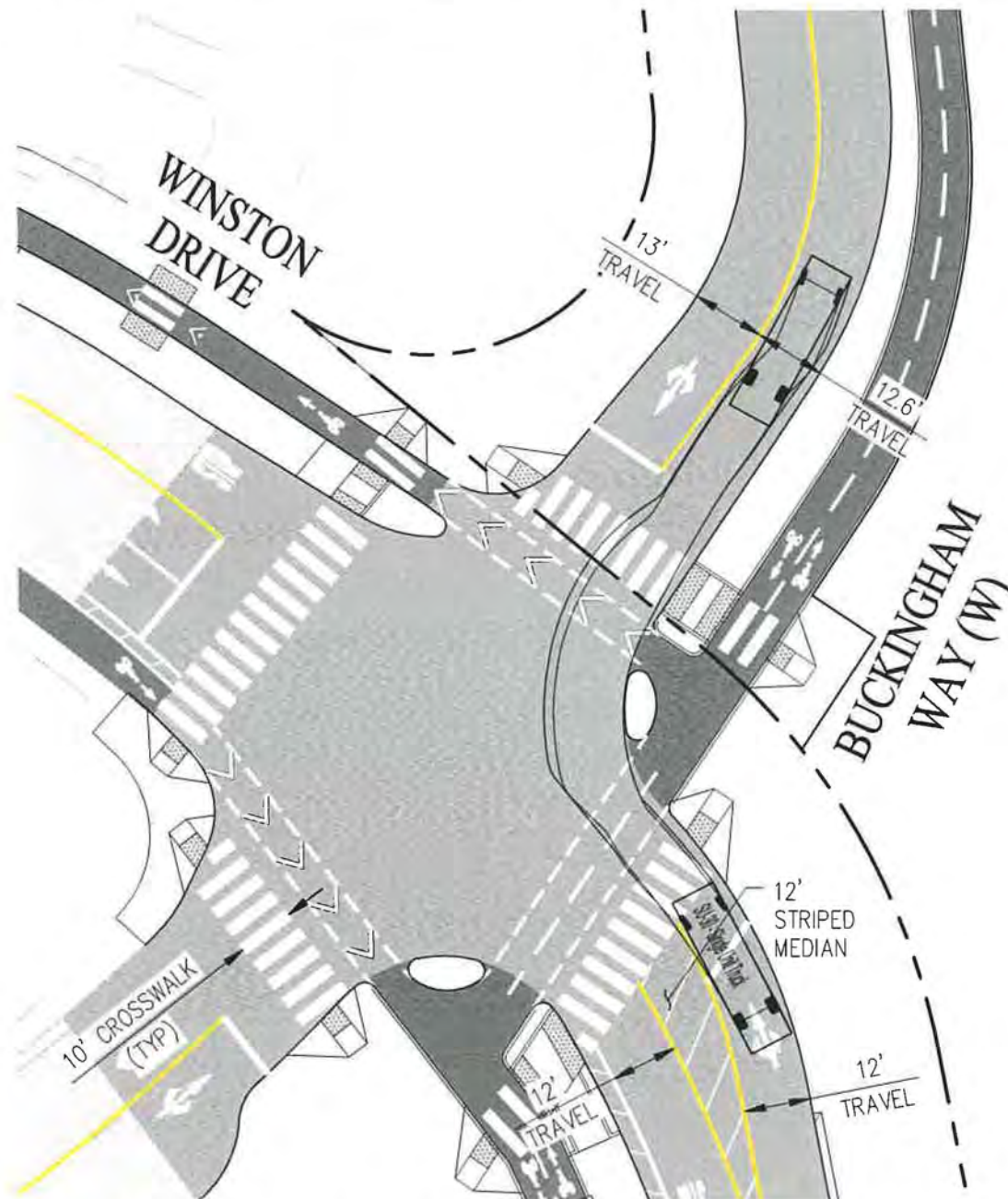
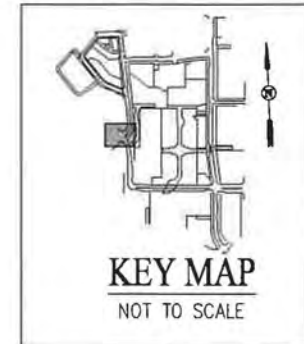


Figure E1.15 Winston Drive @ Buckingham Way (W) WB-NB (SU-30)

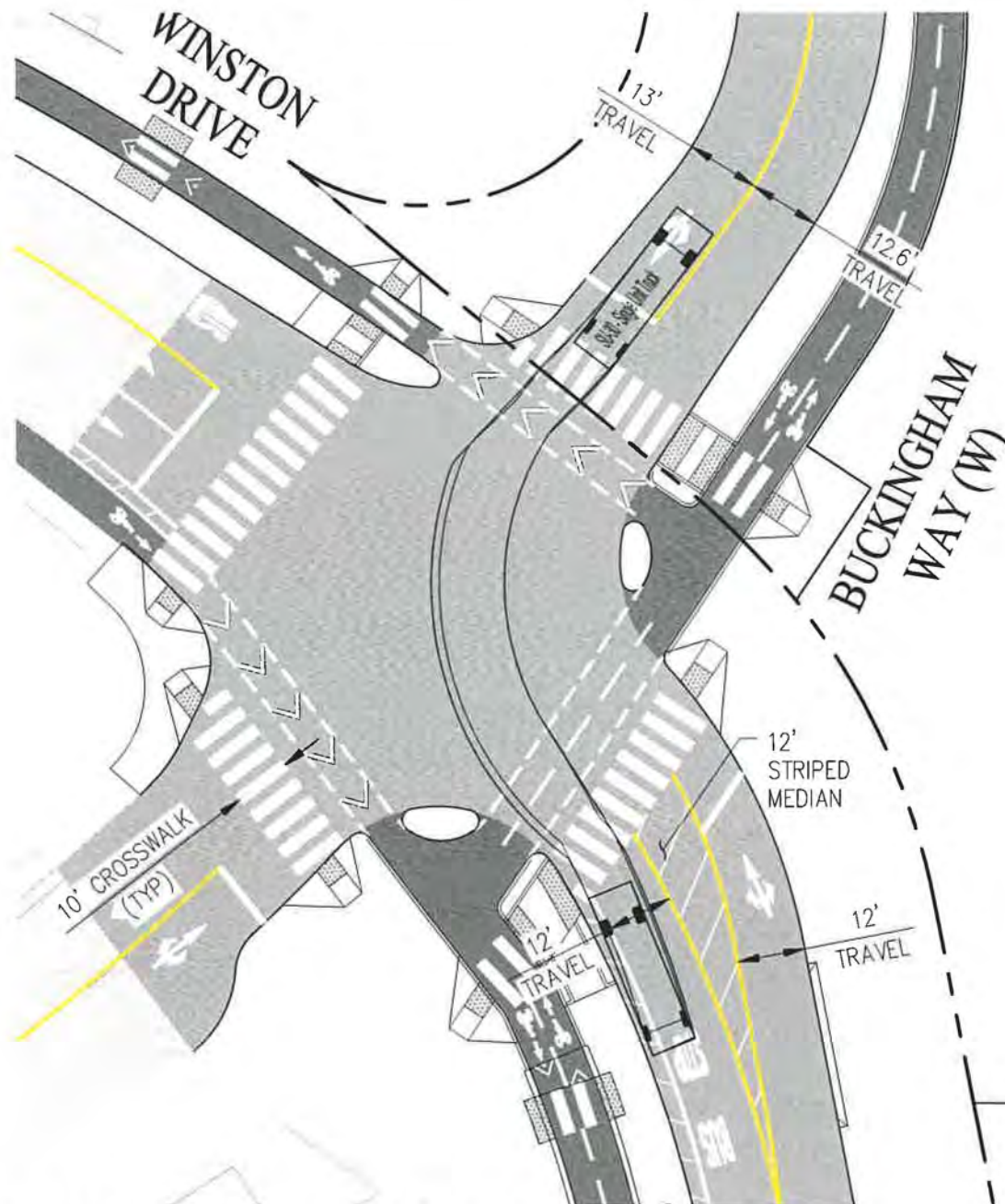


Figure E1.16 Winston Drive @ Buckingham Way (W) SB-WB (SU-30)

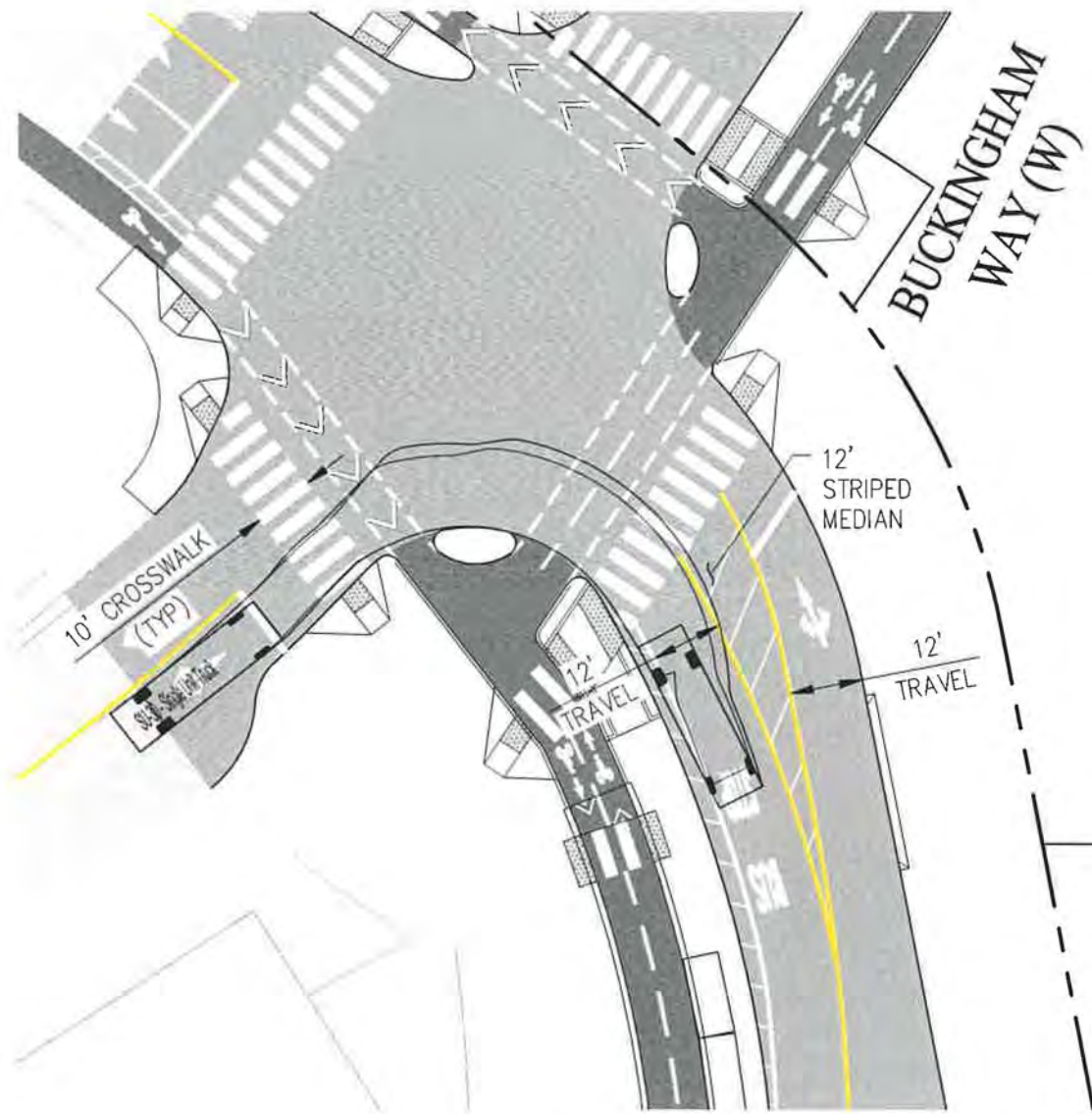
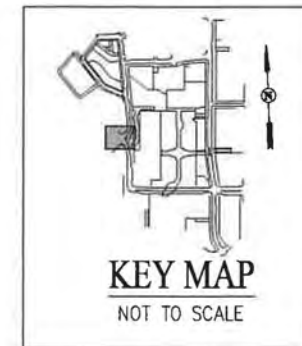


Figure E1.17 Winston Drive @ Buckingham Way (W) NB-WB (SU-30)

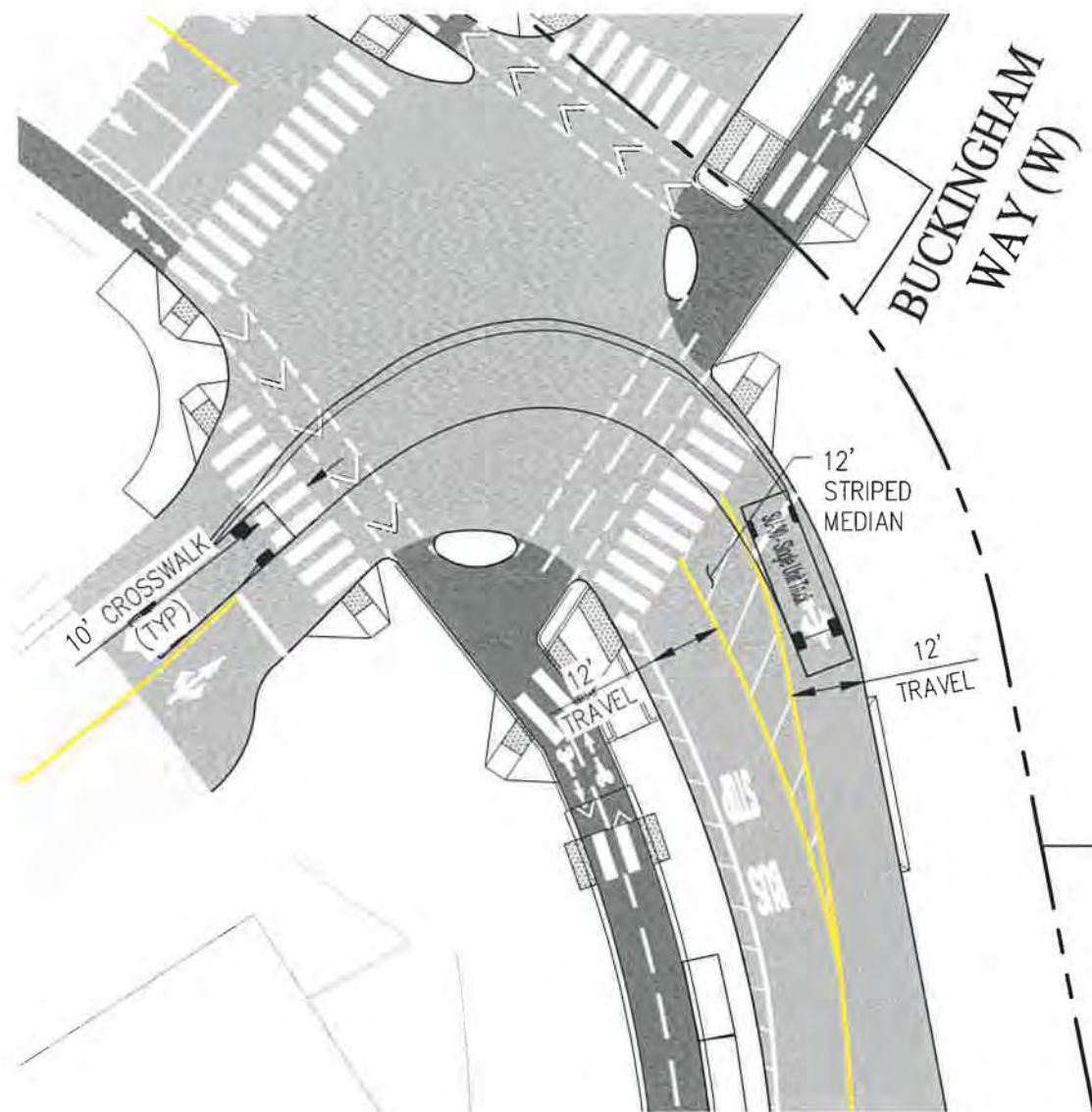
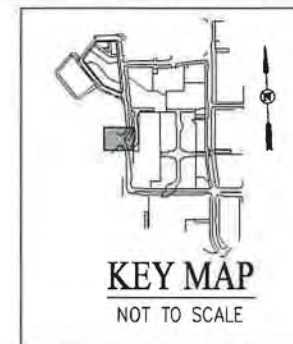


Figure E1.18 Winston Drive @ Buckingham Way (W) WB-SB (SU-30)

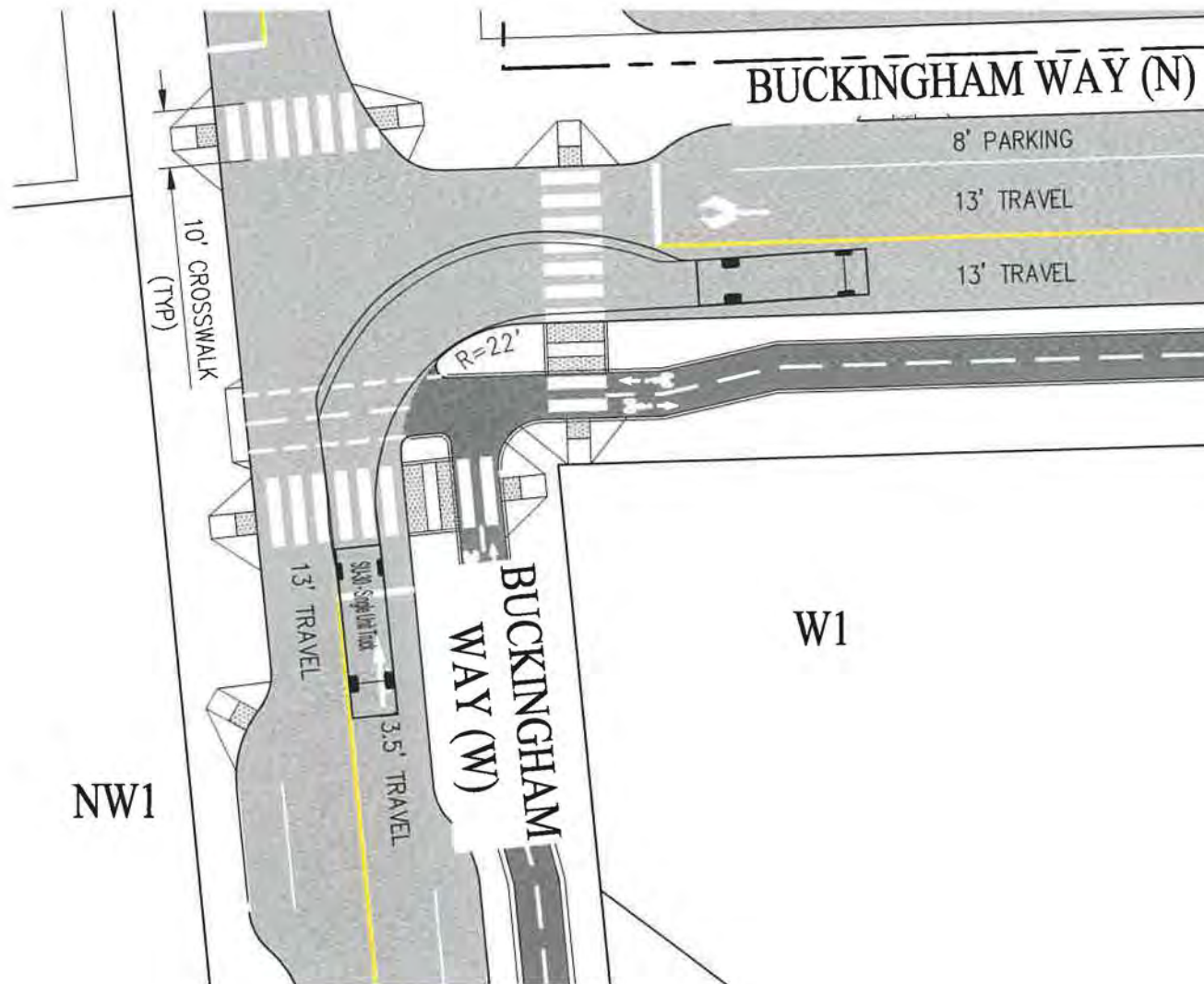
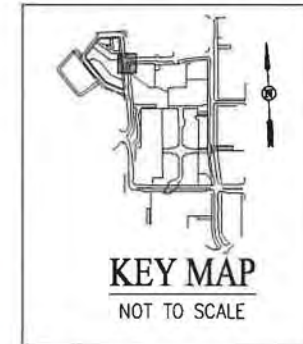


Figure E1.19 Buckingham Way NB-EB (SU-30)

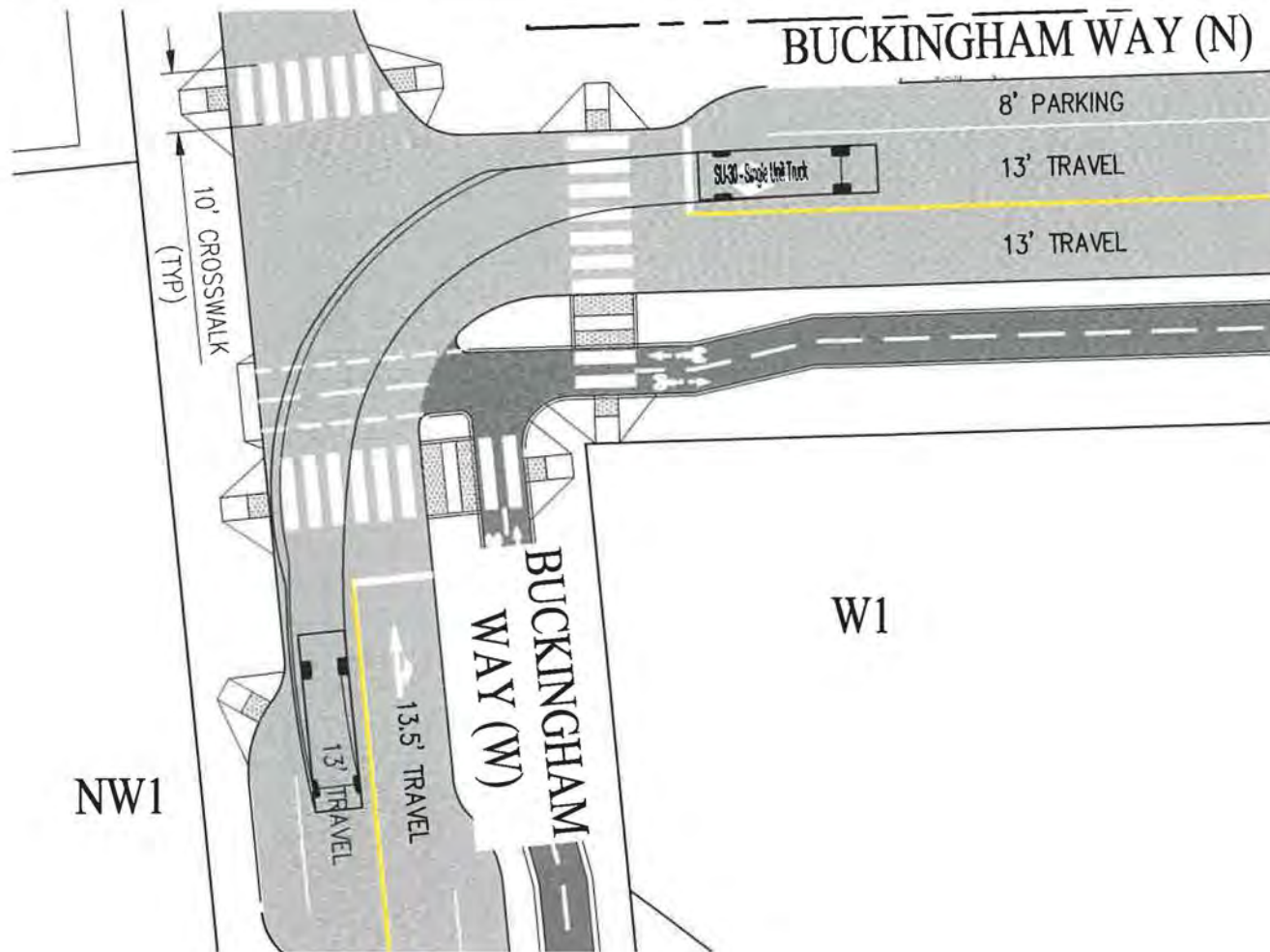


Figure E1.20 Buckingham Way WB-SB (SU-30)



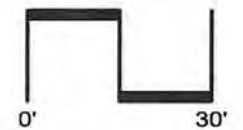
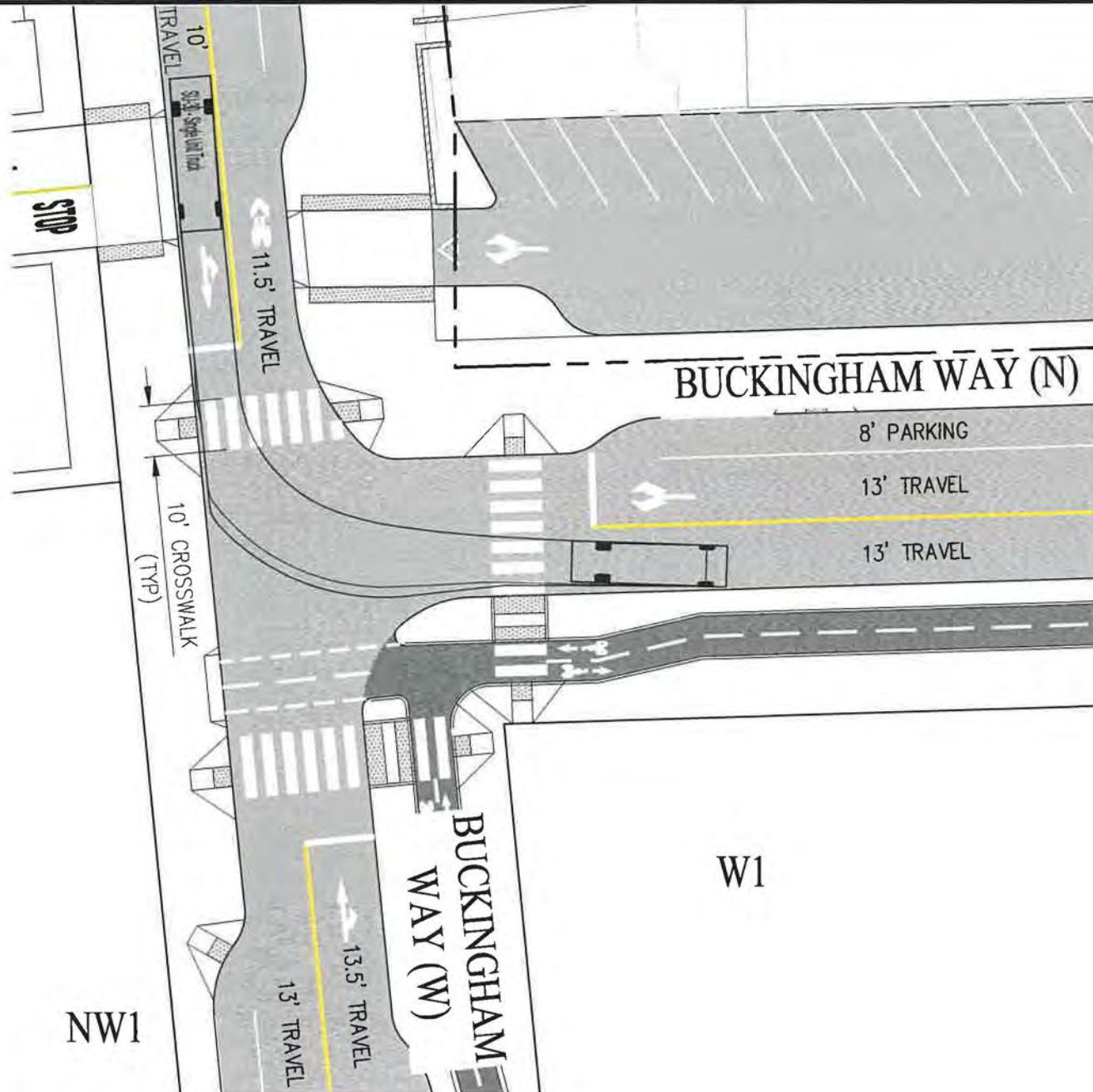
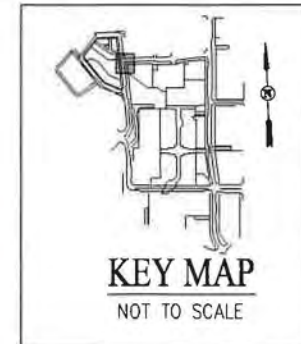


Figure E1.22 Buckingham Way SB-EB (SU-30)

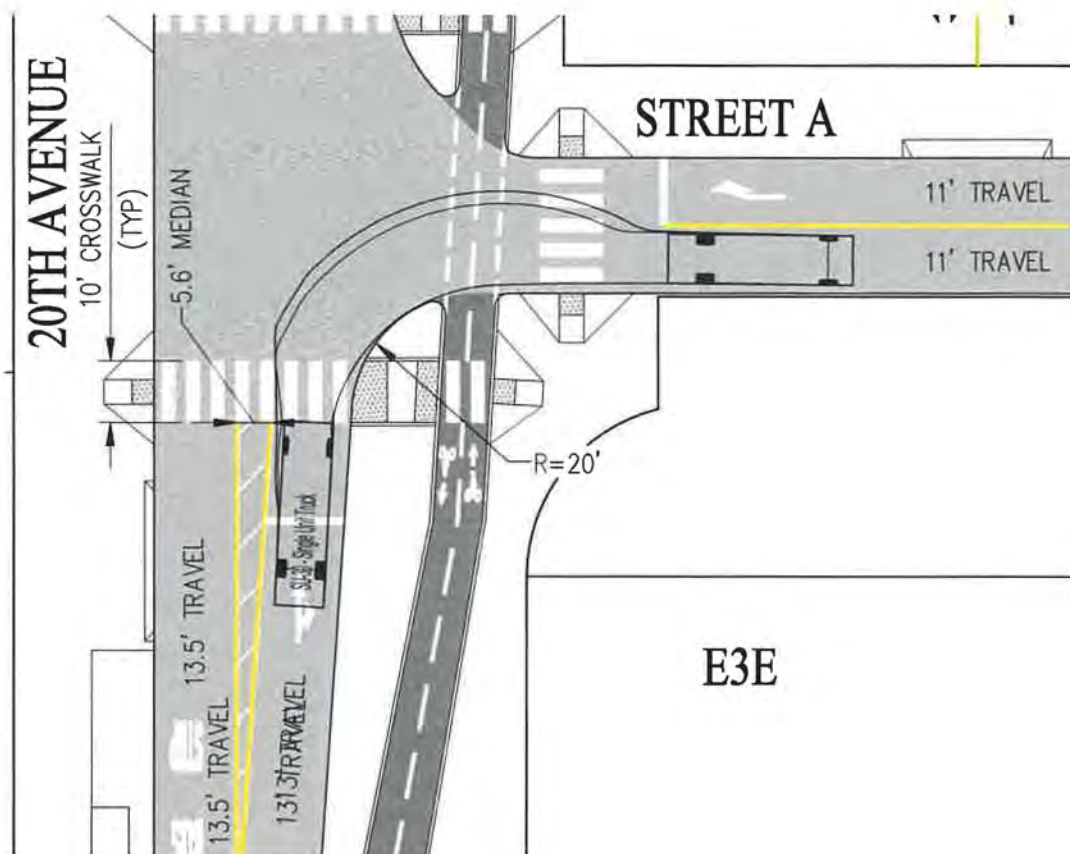


Figure E1.23 Street A @ 20th Avenue NB-EB (SU-30)

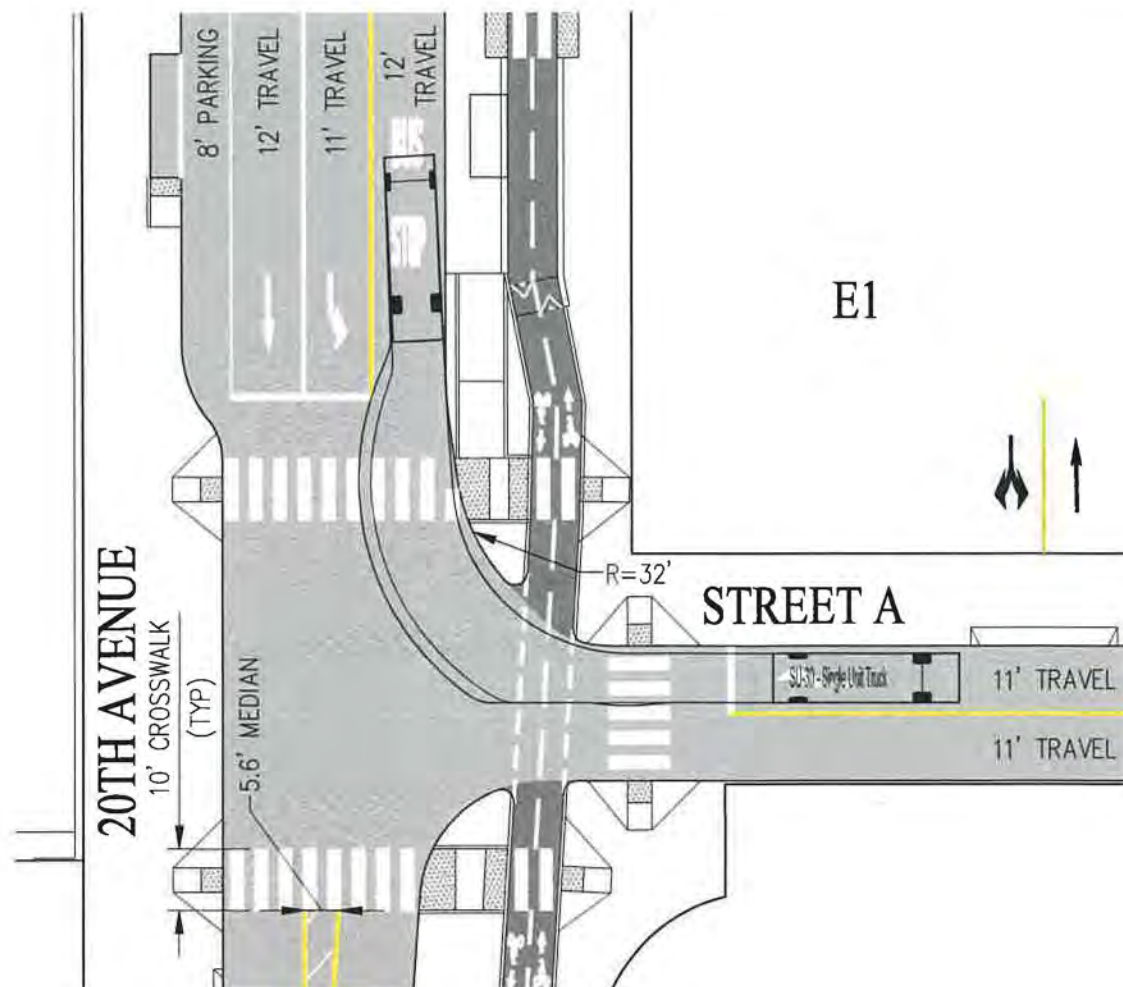


Figure E1.24 Street A @ 20th Avenue WB-NB (SU-30)

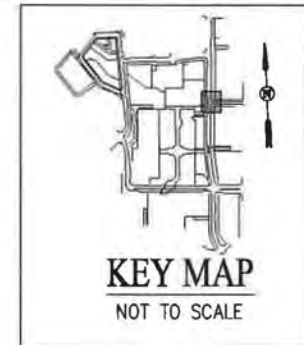
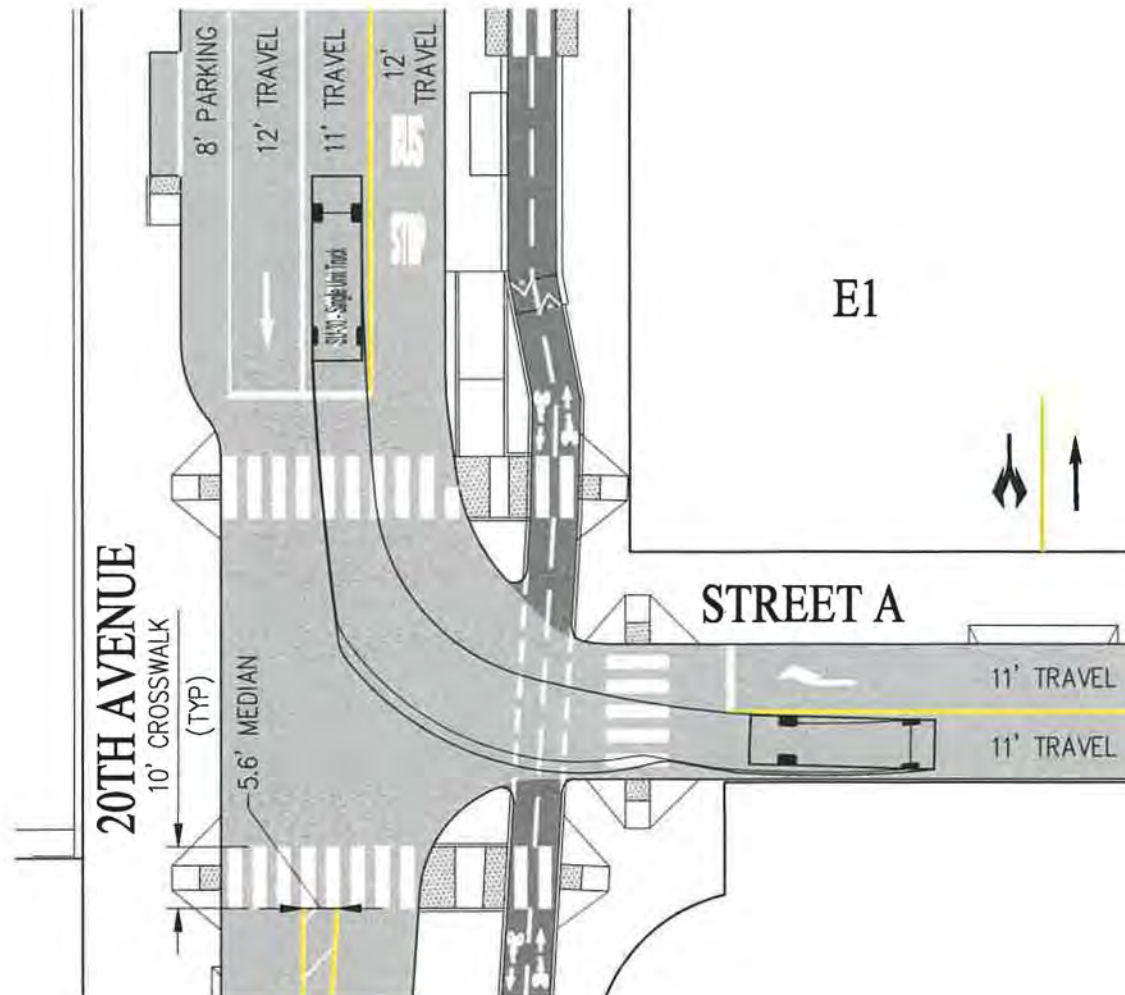


Figure E1.25 Street A @ 20th Avenue SB-EB (SU-30)

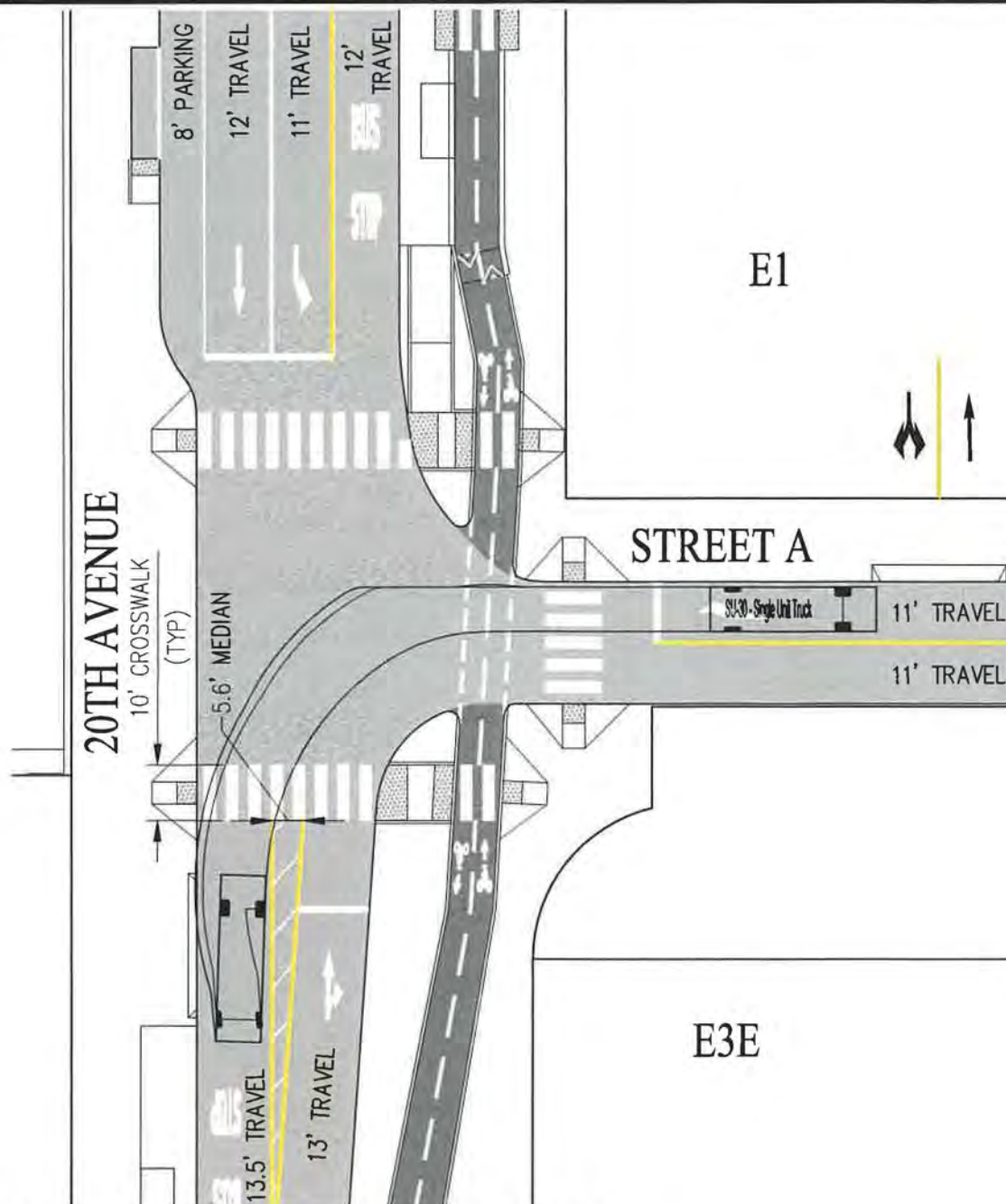


Figure E1.26 Street A @ 20th Avenue EB-SB (SU-30)

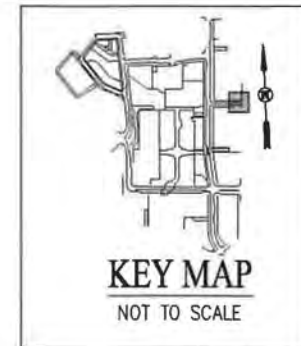
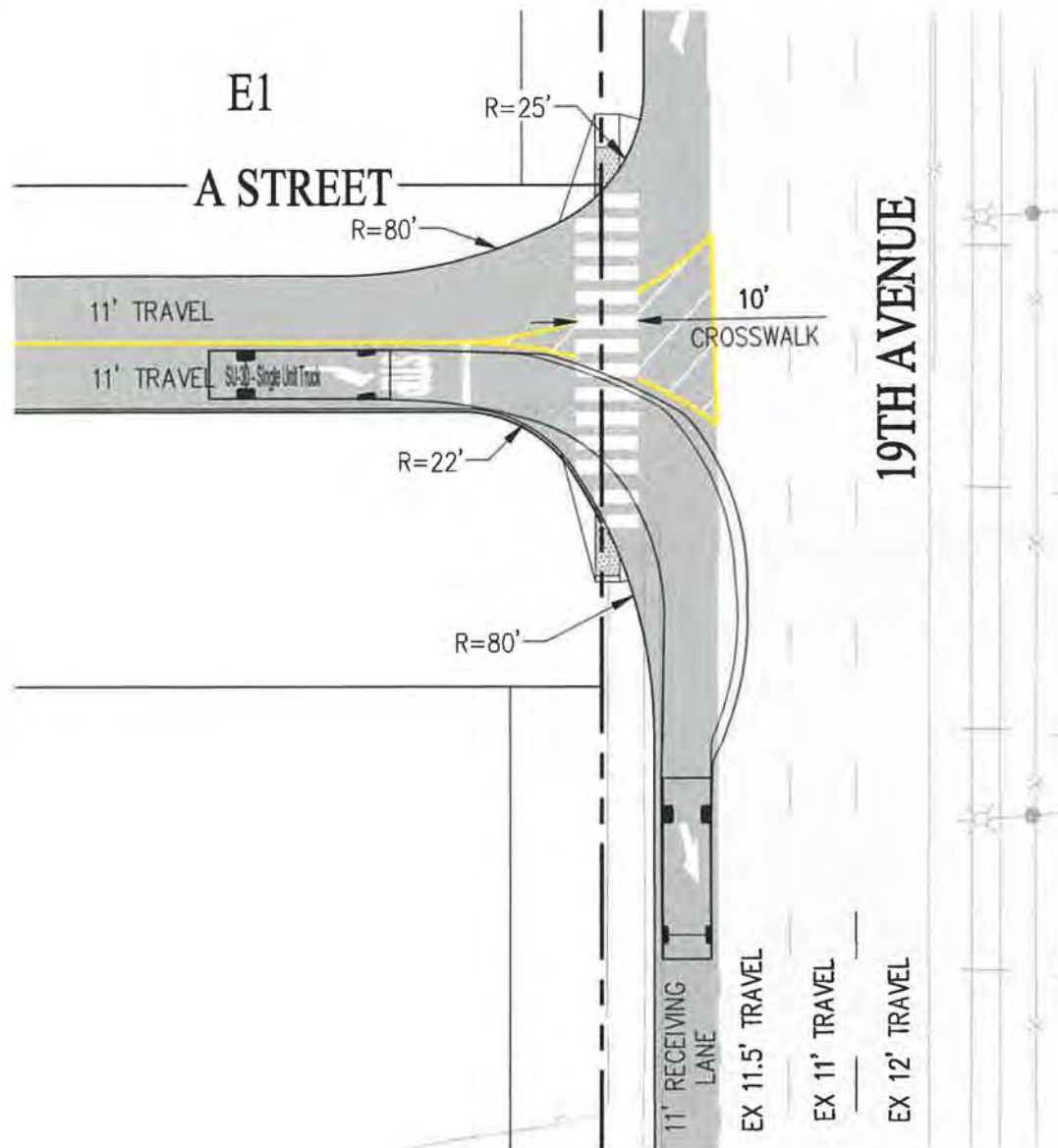


Figure E1.27 Street A @ 19th Avenue EB-SB (SU-30)

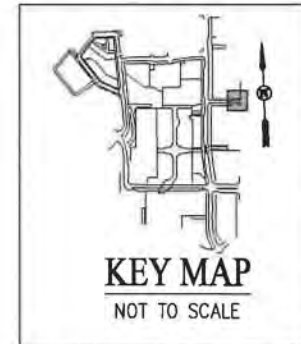
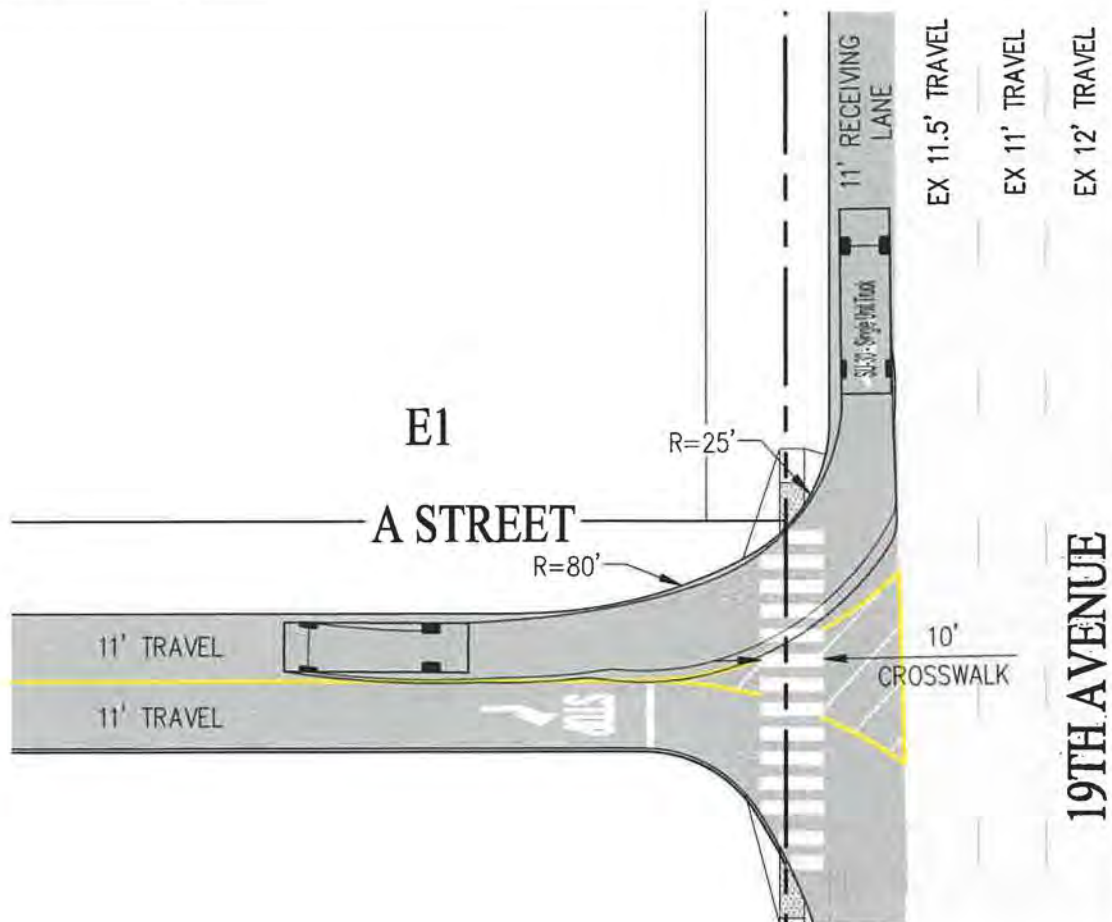


Figure E1.28 Street A @ 19th Avenue SB-WB (SU-30)

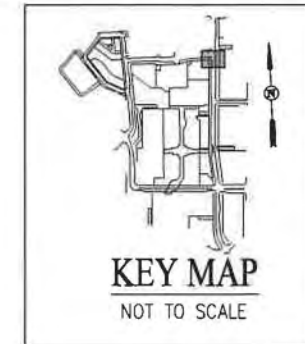
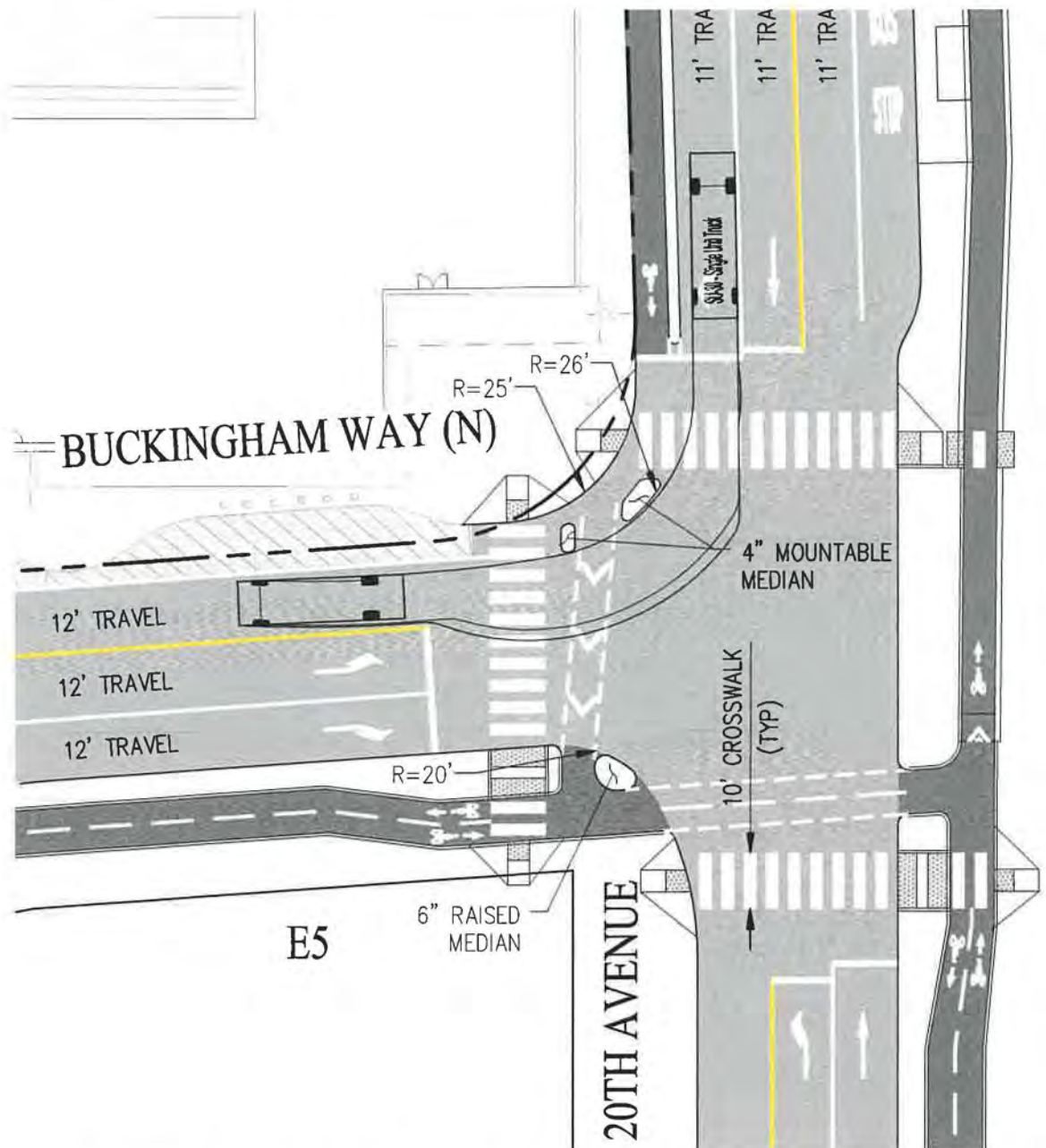


Figure E1.29 Buckingham Way (N) @ 20th Avenue SB-WB (SU-30)

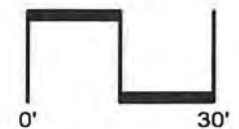
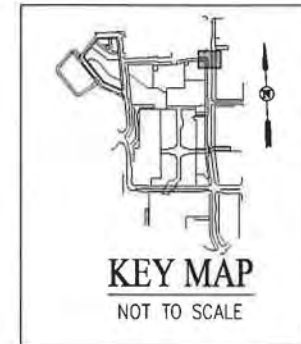
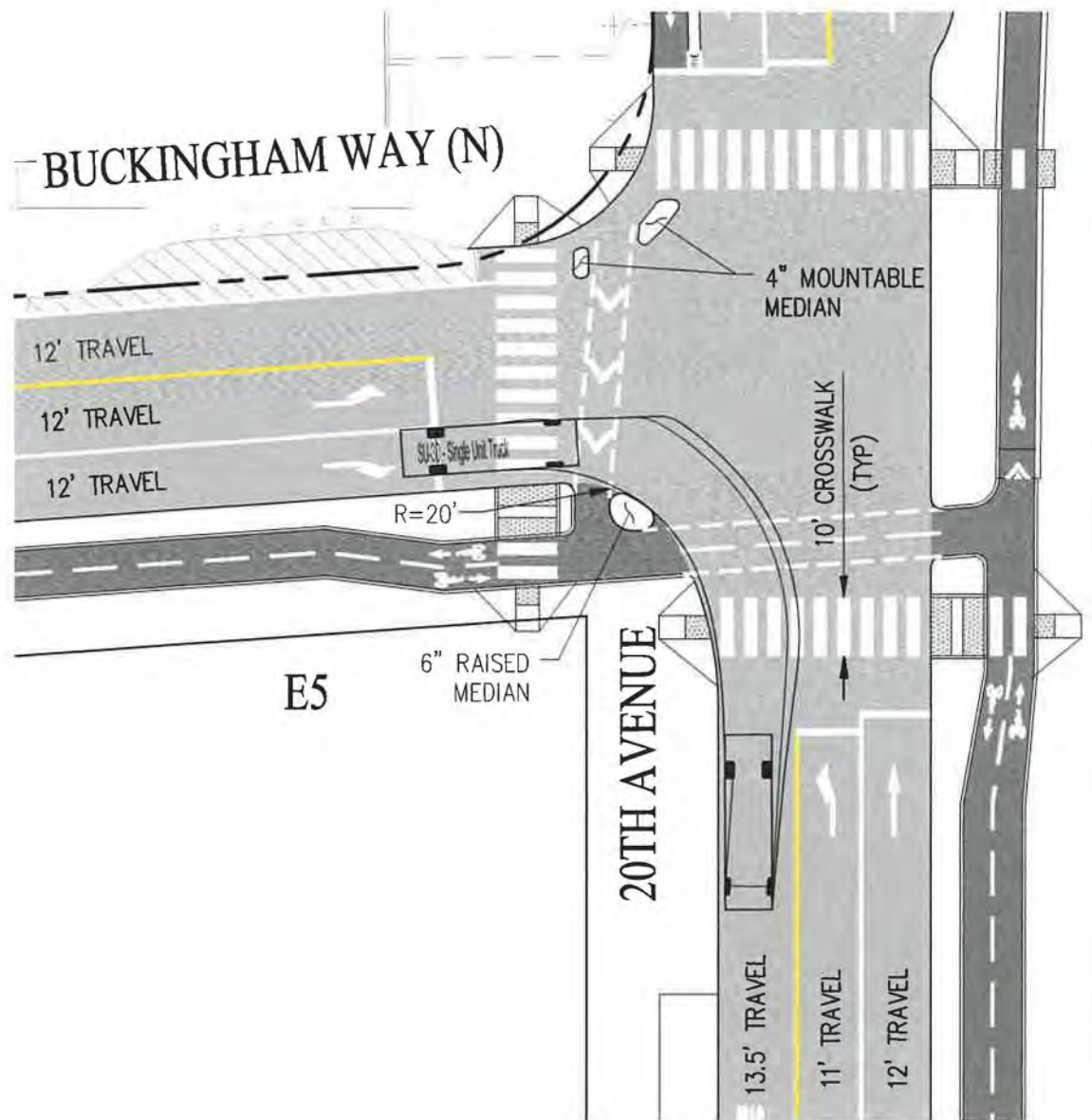


Figure E1.30 Buckingham Way (N) @ 20th Avenue EB-SB (SU-30)

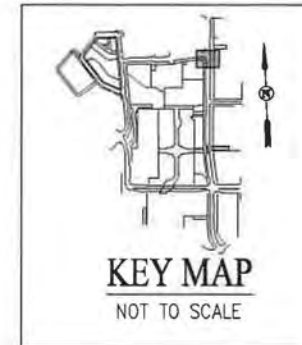
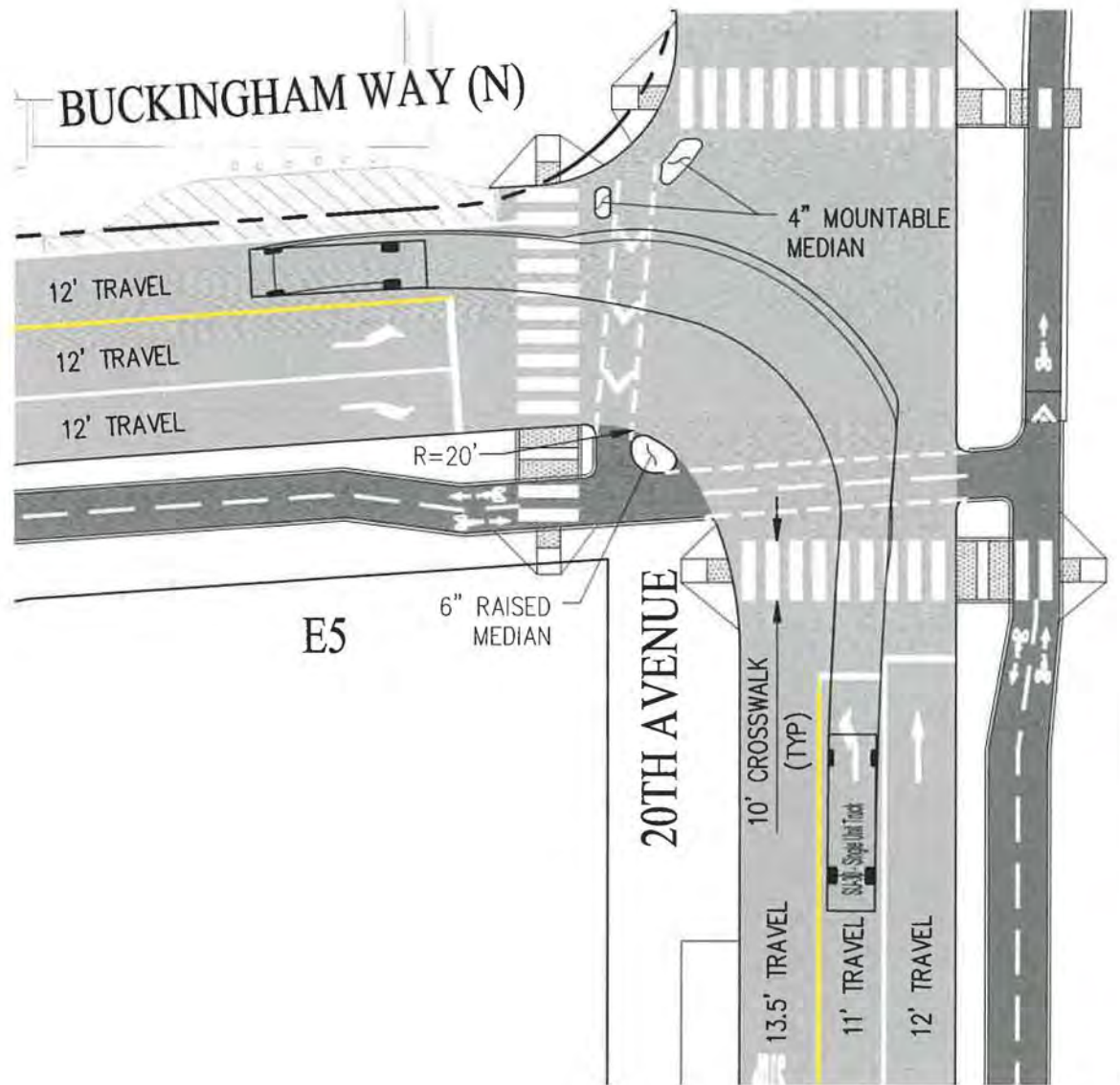


Figure E1.31 Buckingham Way (N) @ 20th Avenue NB-WB (SU-30)

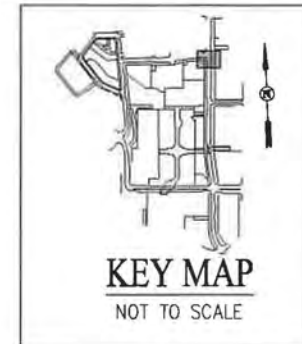
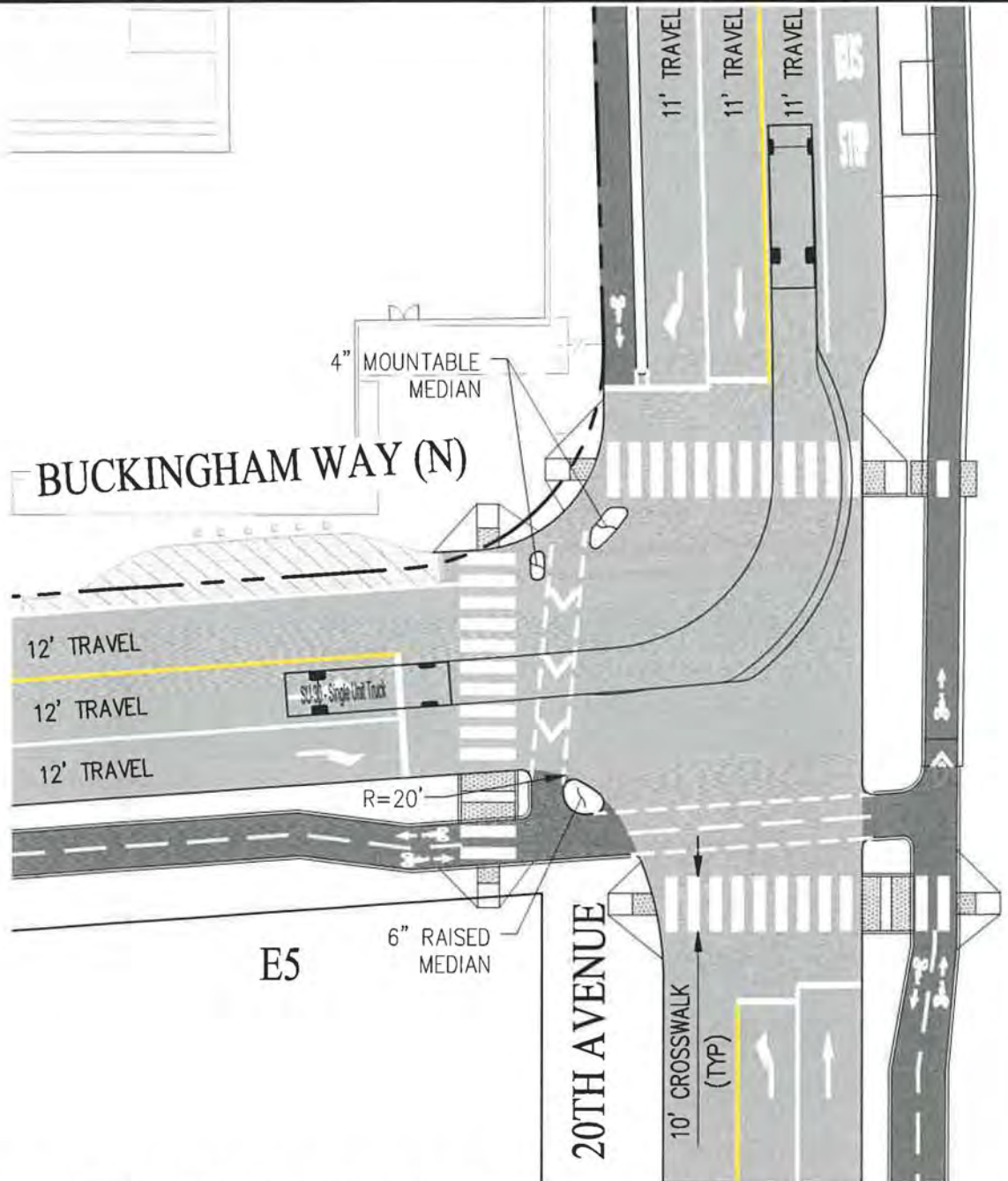


Figure E1.32 Buckingham Way (N) @ 20th Avenue EB-NB (SU-30)

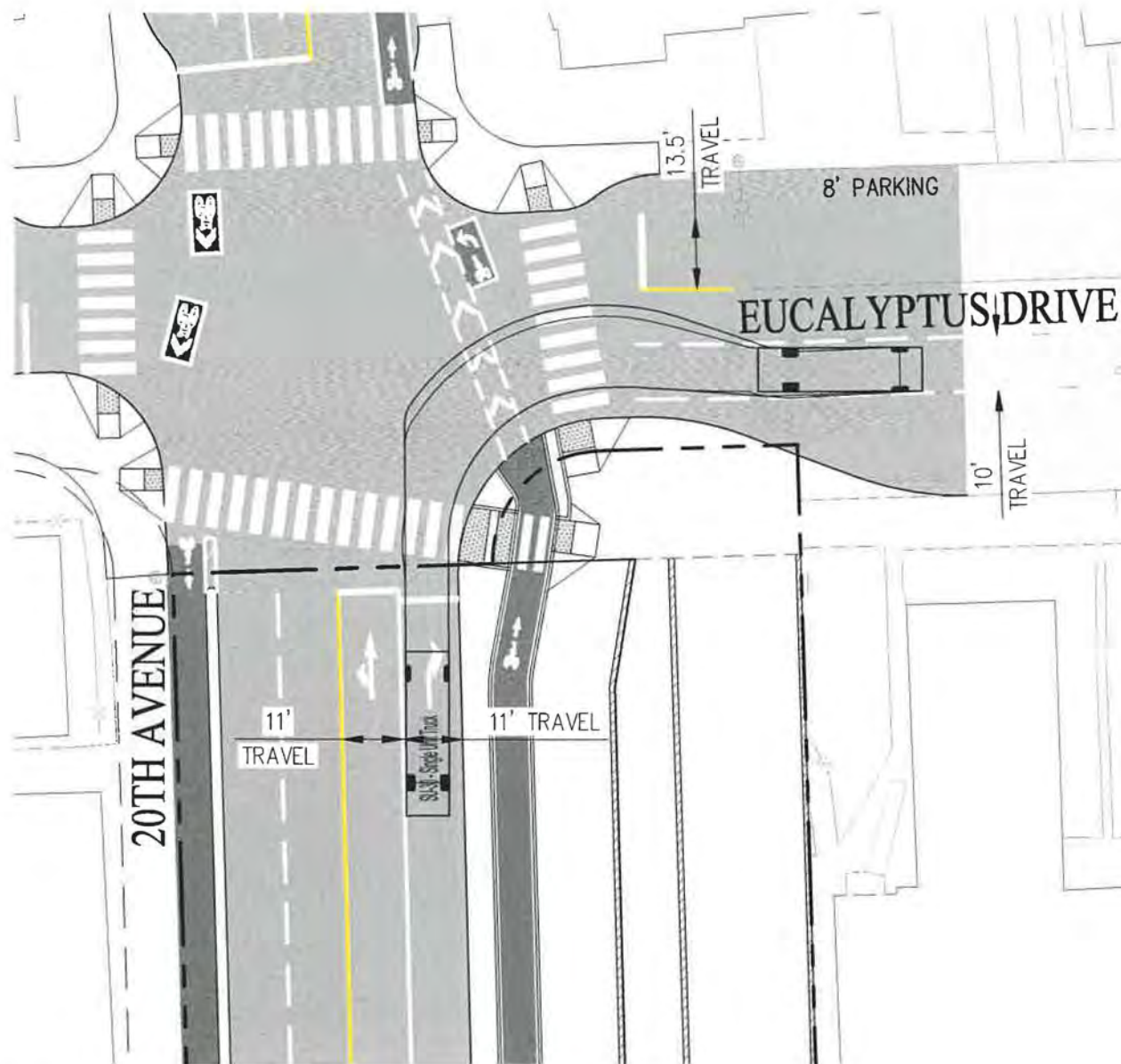


Figure E1.33 20th Avenue @ Eucalyptus Drive NB-EB (SU-30)

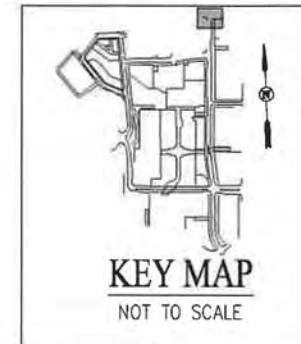
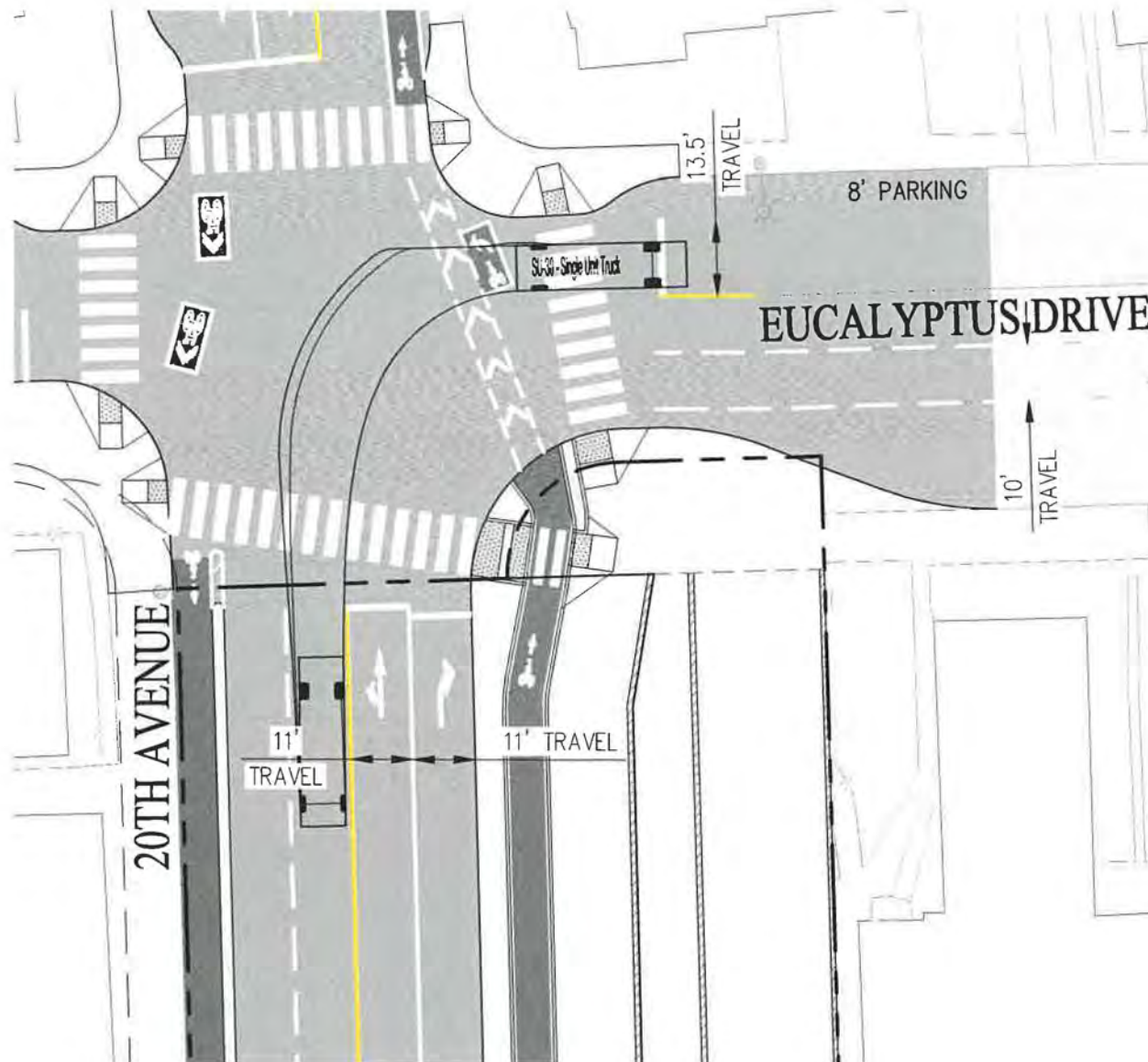


Figure E1.34 20th Avenue @ Eucalyptus Drive WB-SB (SU-30)



Figure E1.35 20th Avenue @ Eucalyptus Drive NB-WB (SU-30)

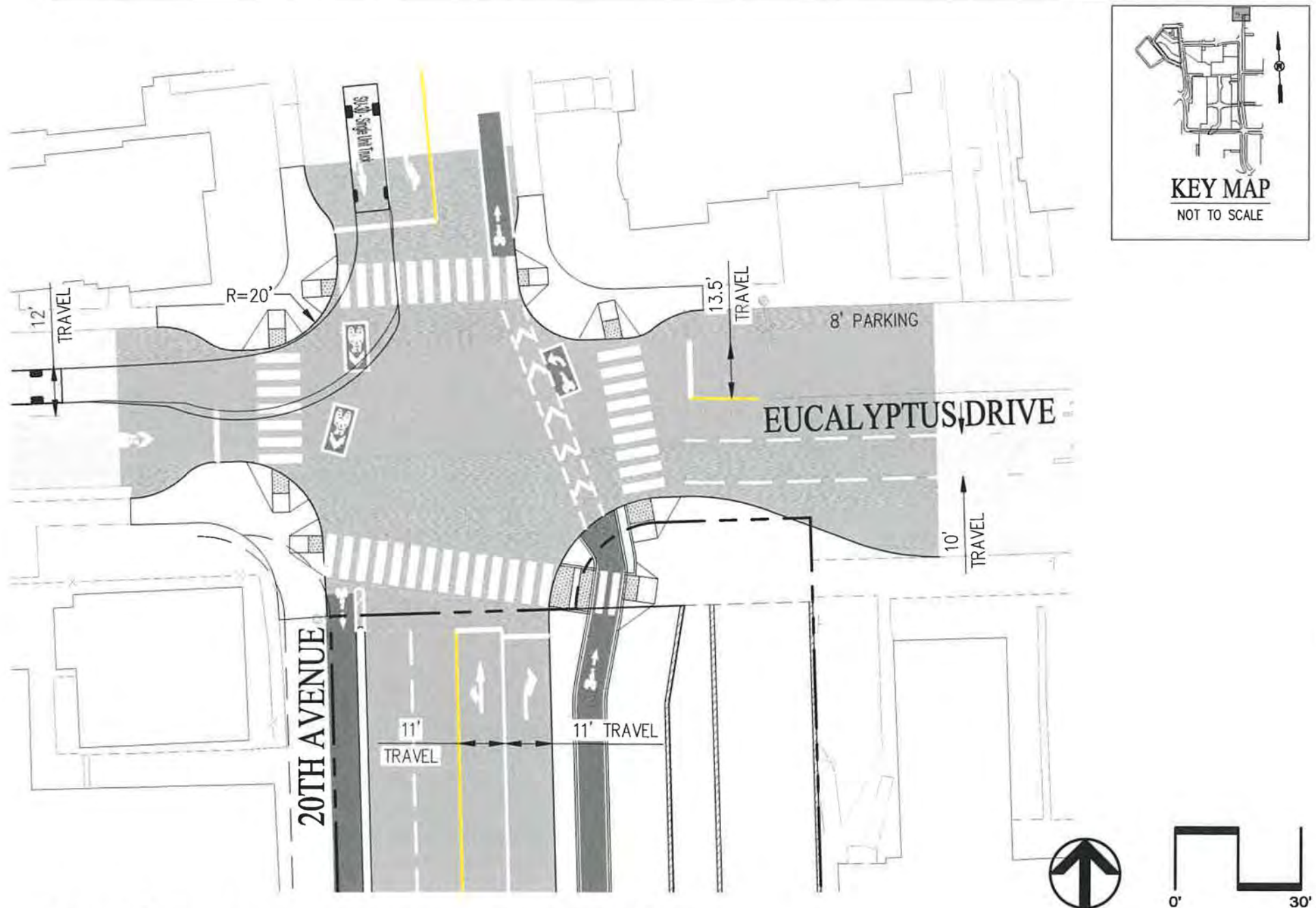


Figure E1.36 20th Avenue @ Eucalyptus Drive SB-WB (SU-30)

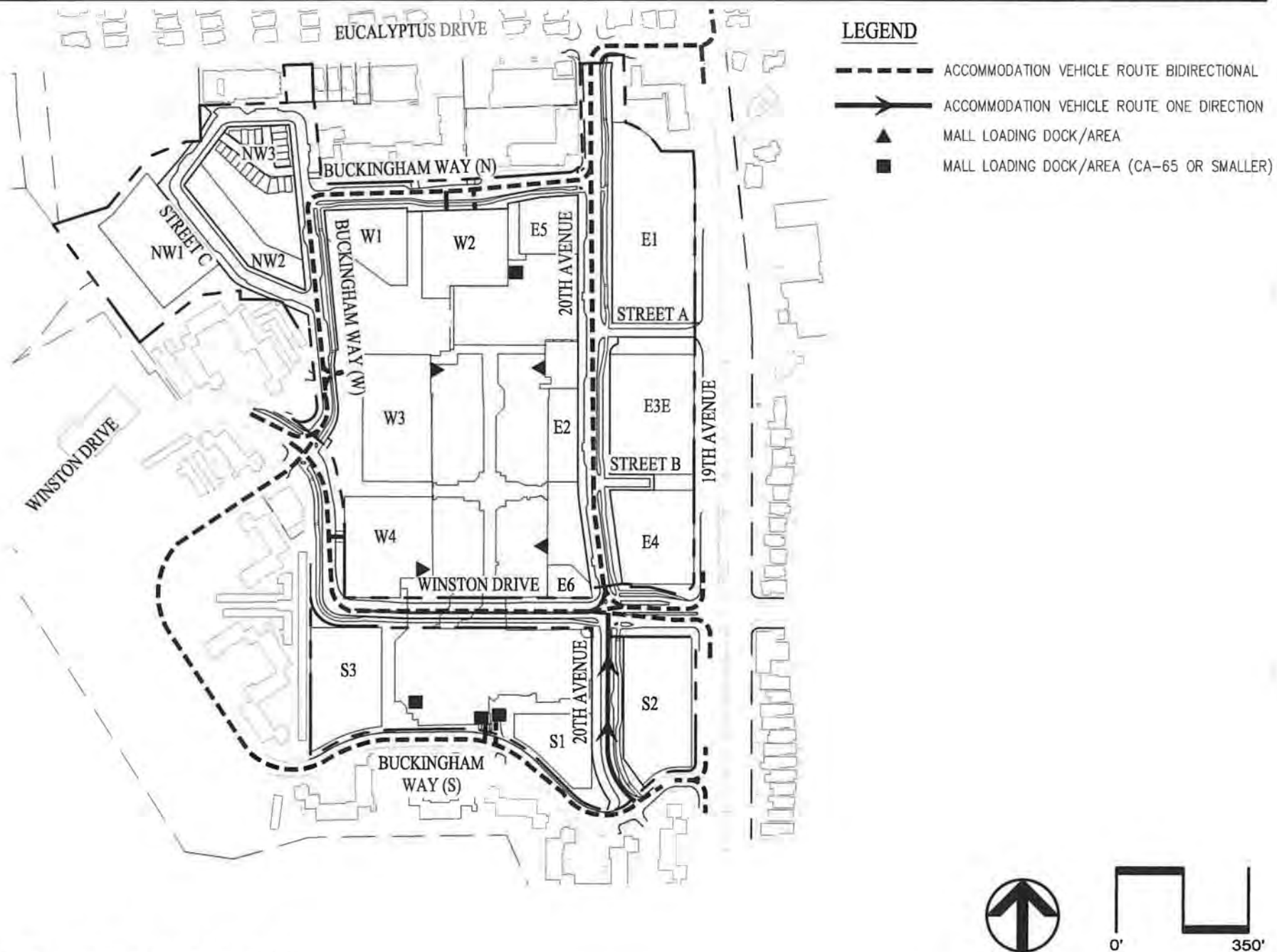


Figure E2.0 WB 40 Vehicle Route

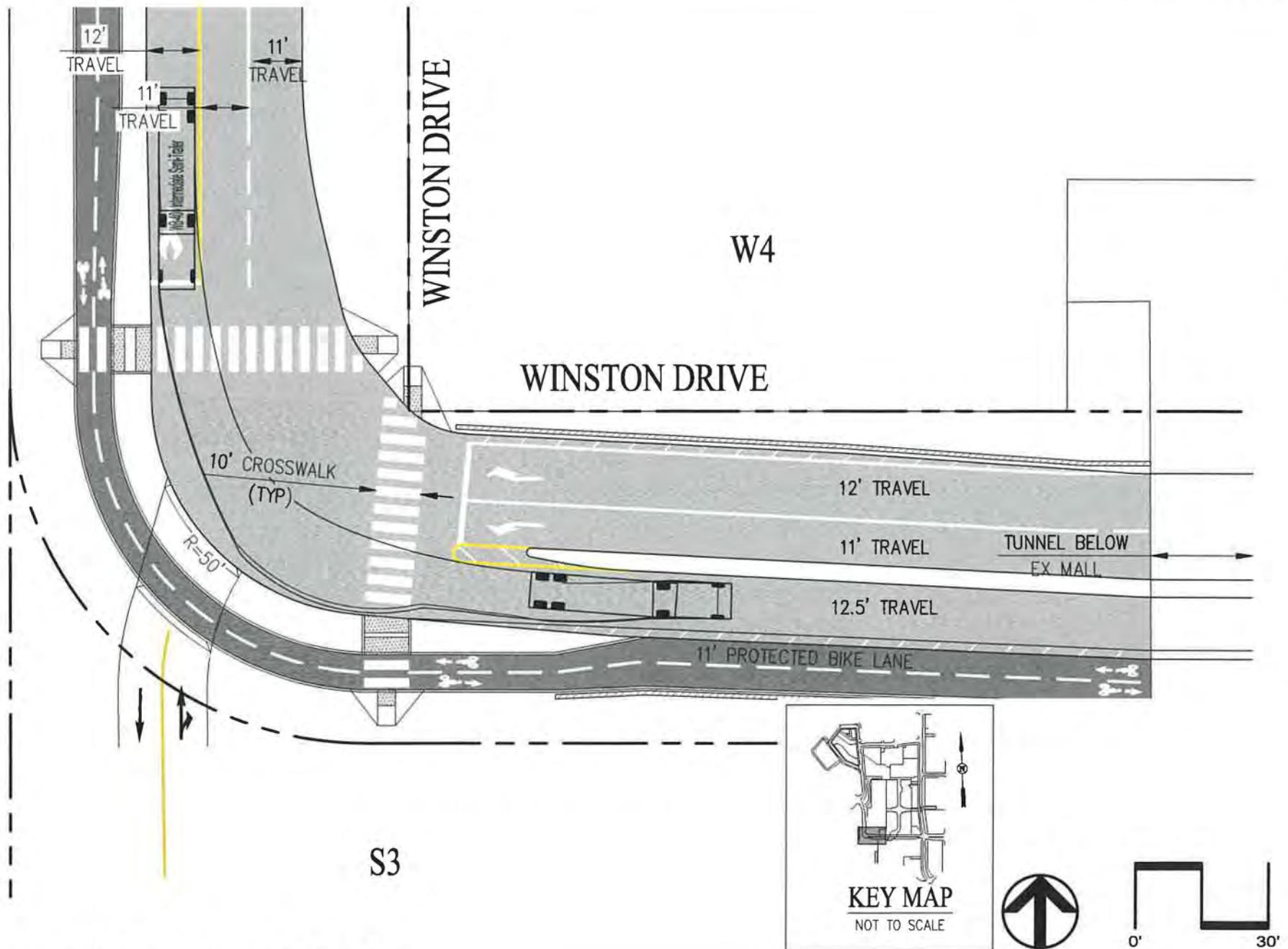


Figure E2.1 Winston Drive SB-EB (WB 40)

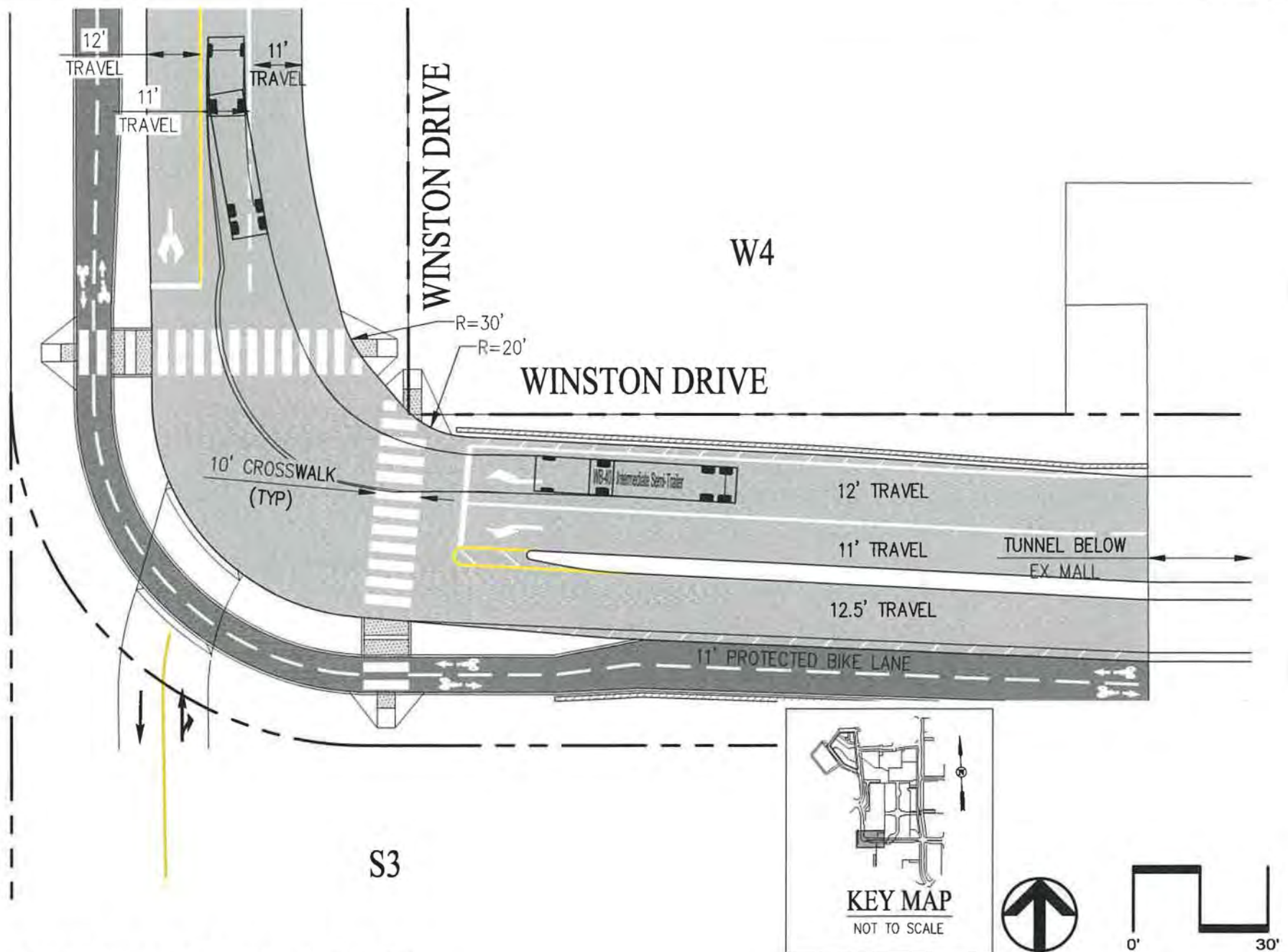


Figure E2.2 Winston Drive WB-NB (WB 40)

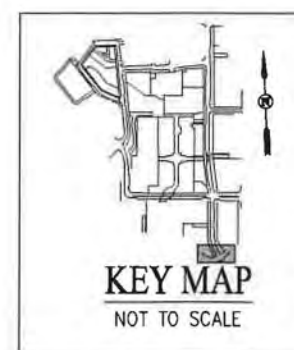
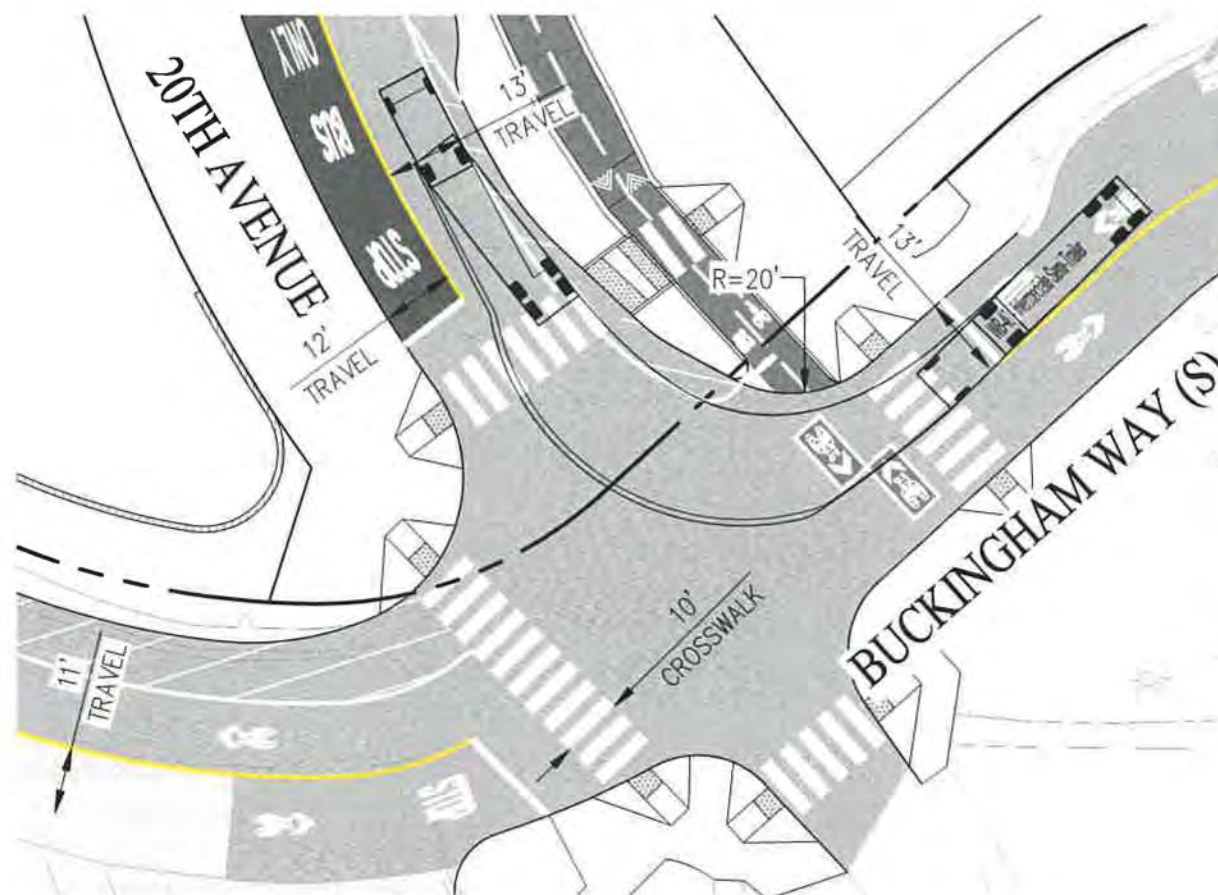


Figure E2.3 Buckingham Way (S) @ 20th Avenue WB-NB (WB 40)

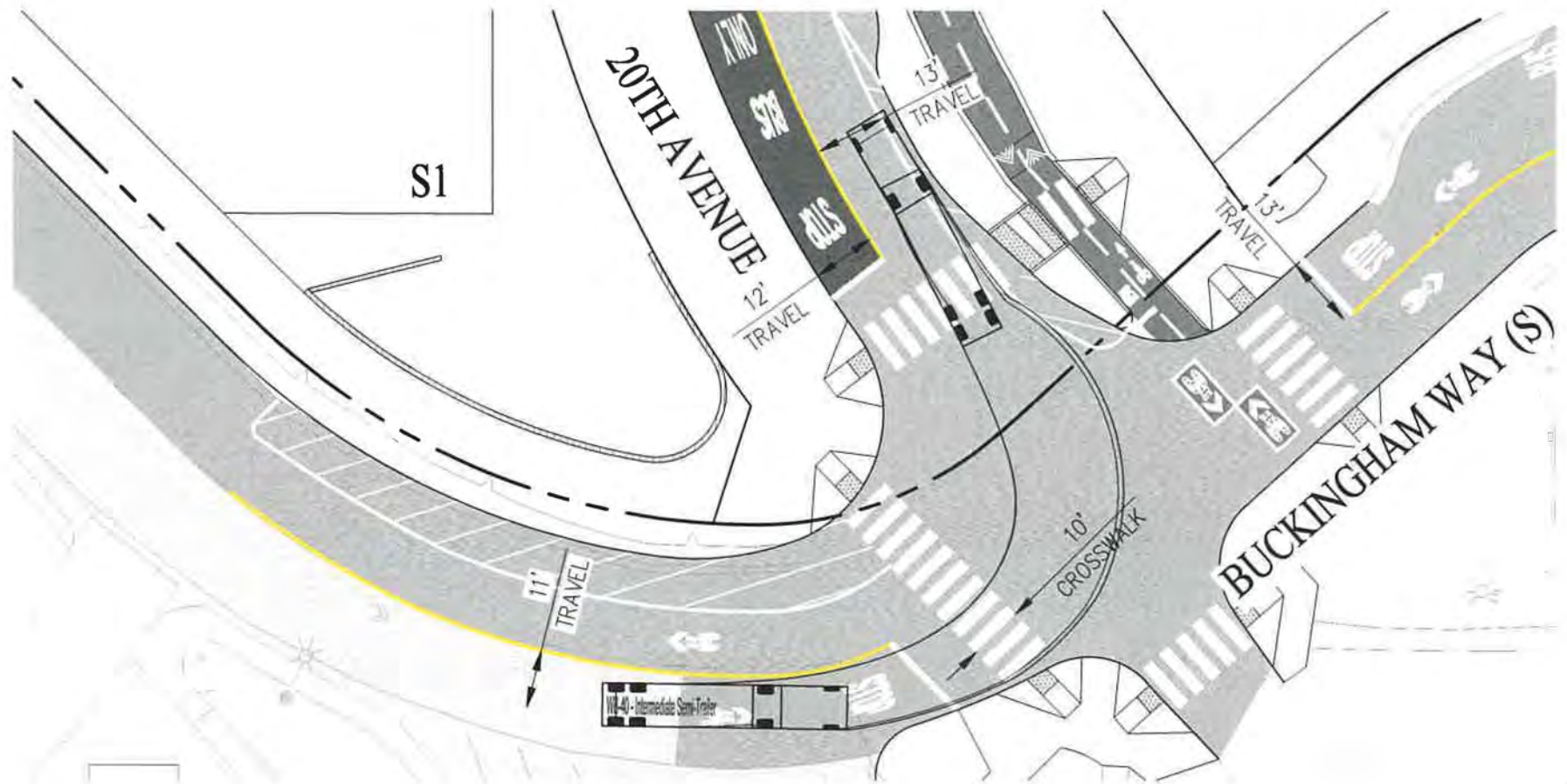


Figure E2.4 Buckingham Way (S) @ 20th Avenue EB-NB (WB 40)

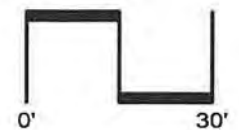
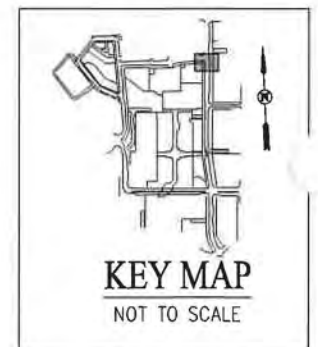
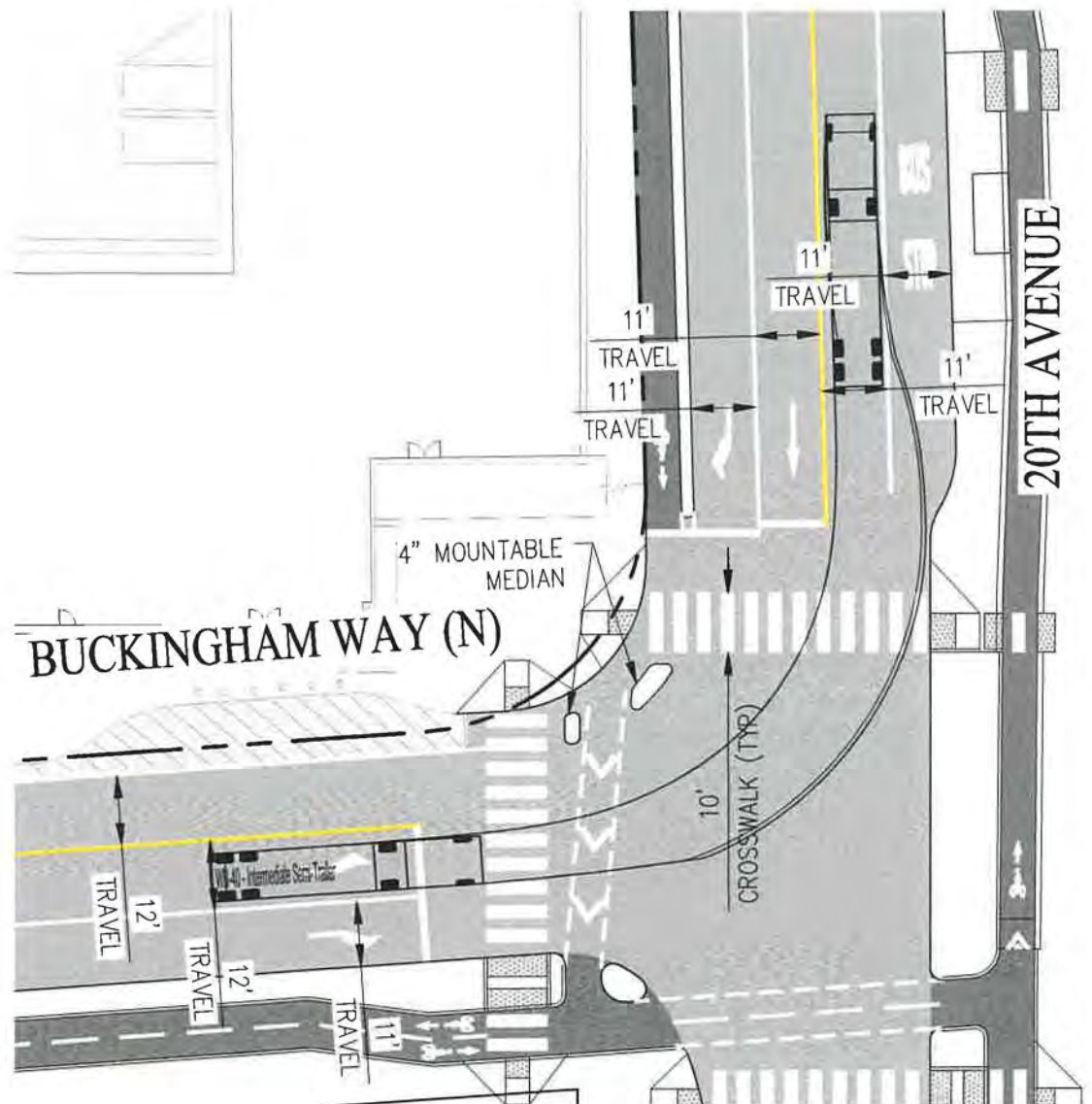


Figure E2.5 Buckingham Way (N) @ 20th Avenue EB-NB (WB 40)

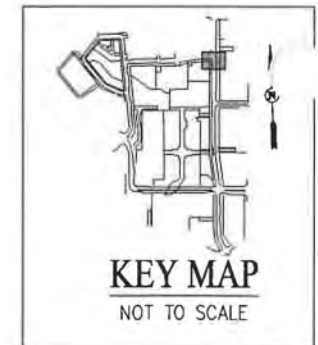
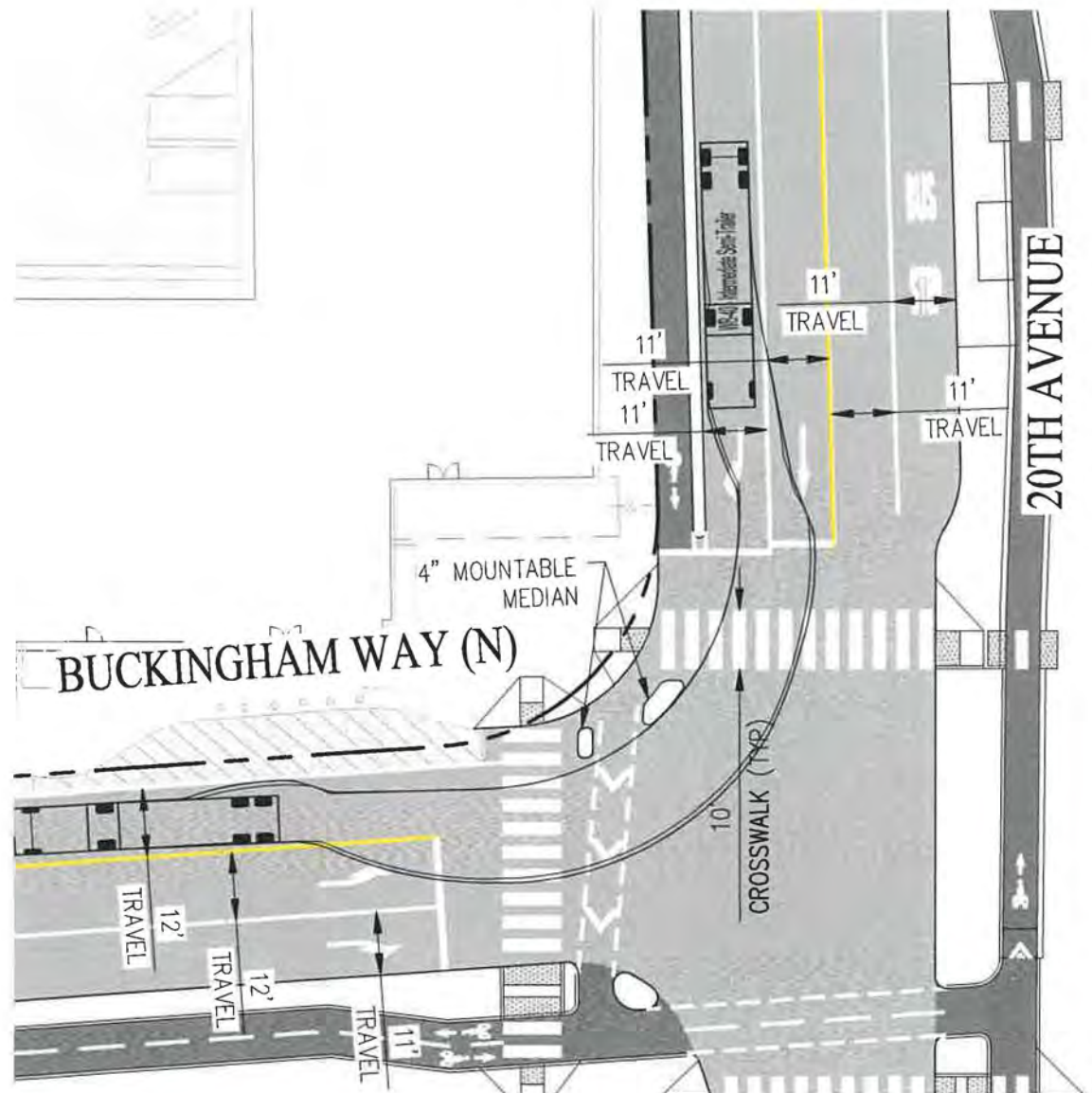


Figure E2.6 Buckingham Way (N) @ 20th Avenue SB-WB (WB 40)

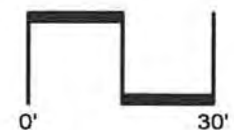
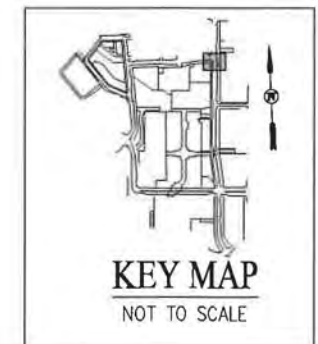
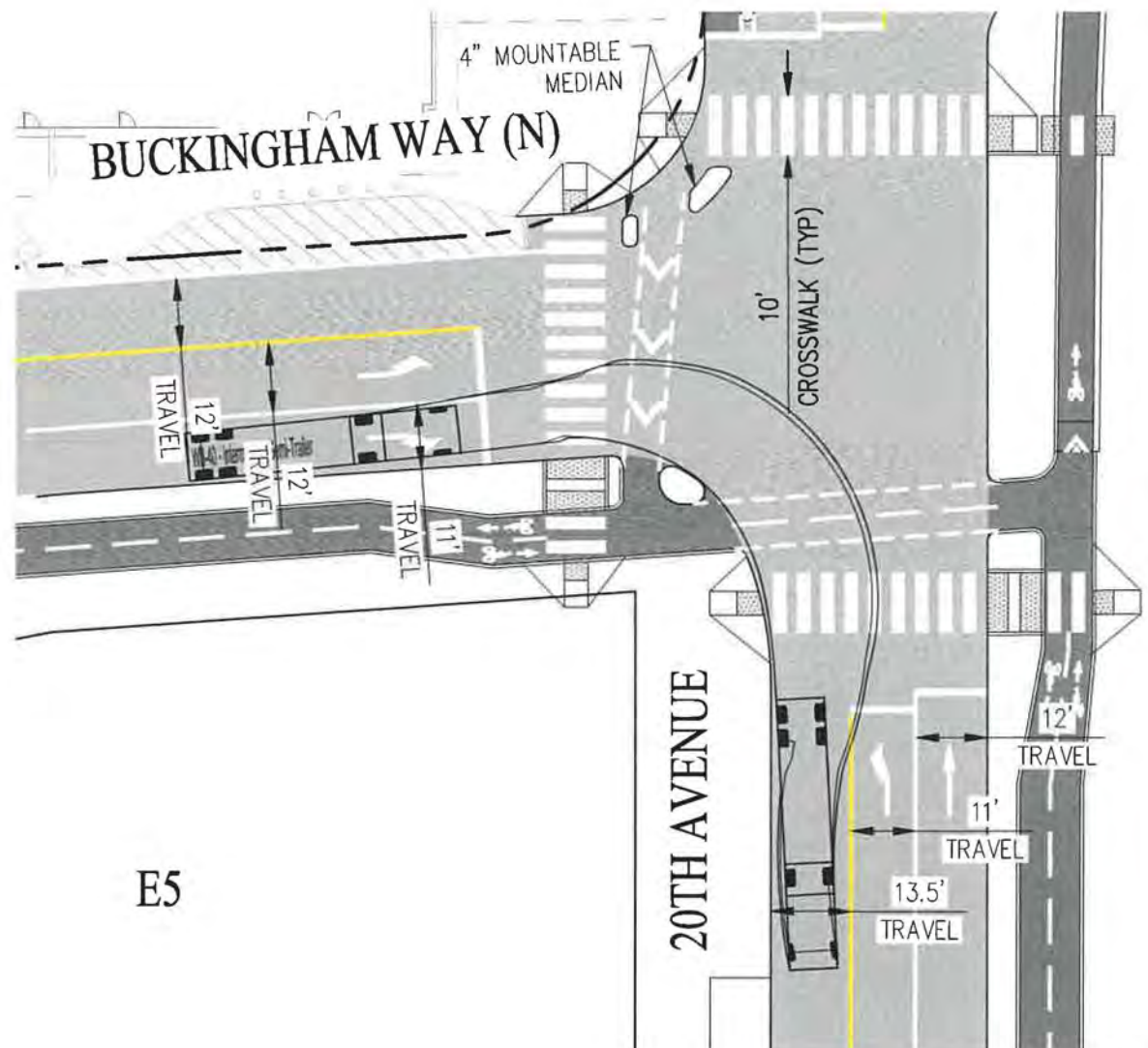


Figure E2.7 Buckingham Way (N) @ 20th Avenue EB-SB (WB 40)

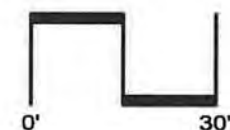
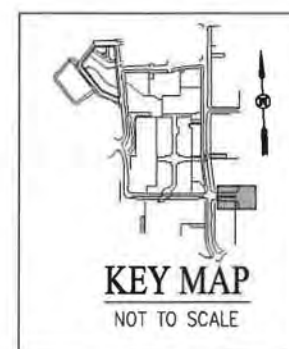


Figure E2.8 Winston Drive @ 19th Avenue EB-SB (WB 40)

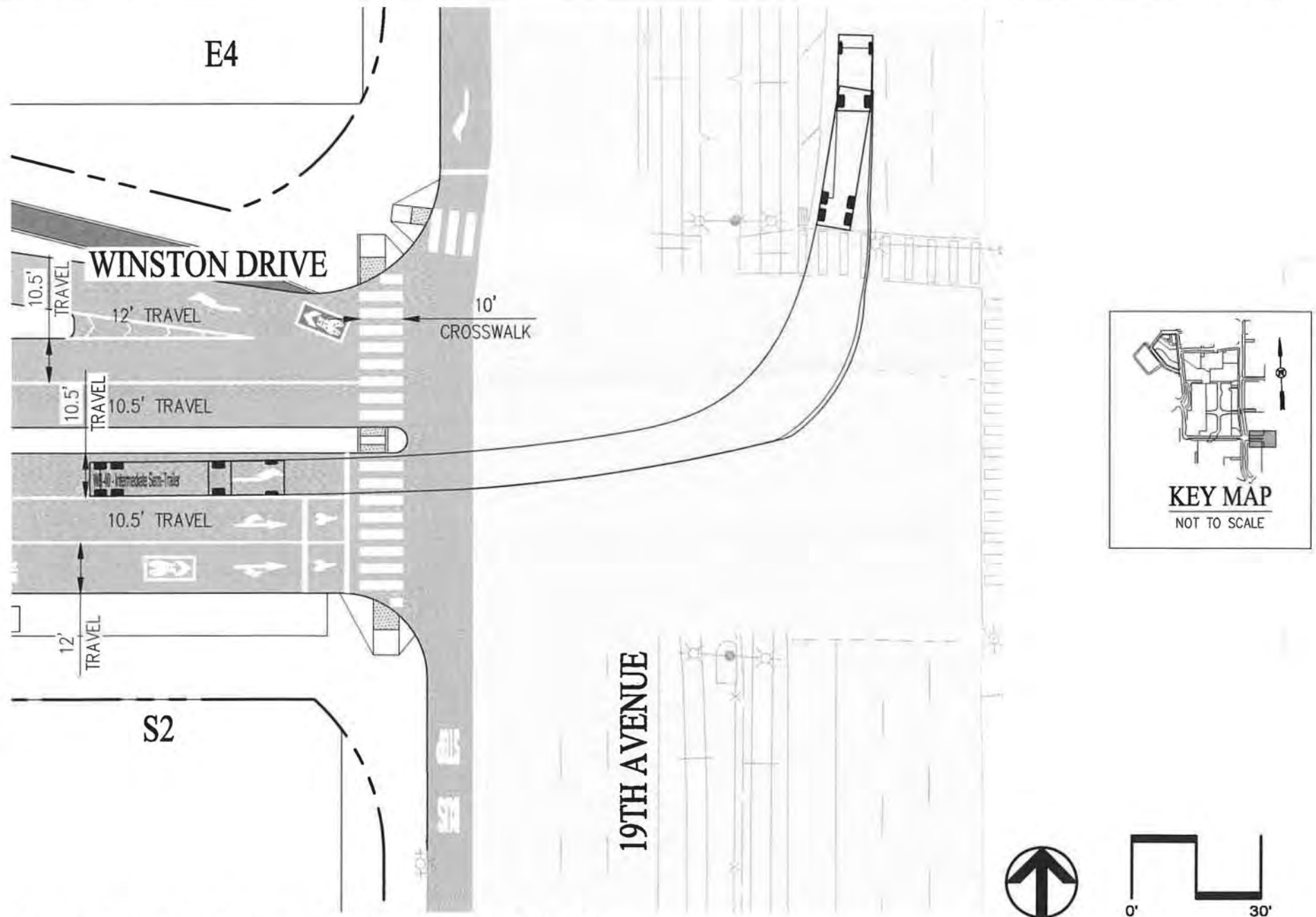


Figure E2.9 Winston Drive @ 19th Avenue EB-NB (WB 40)

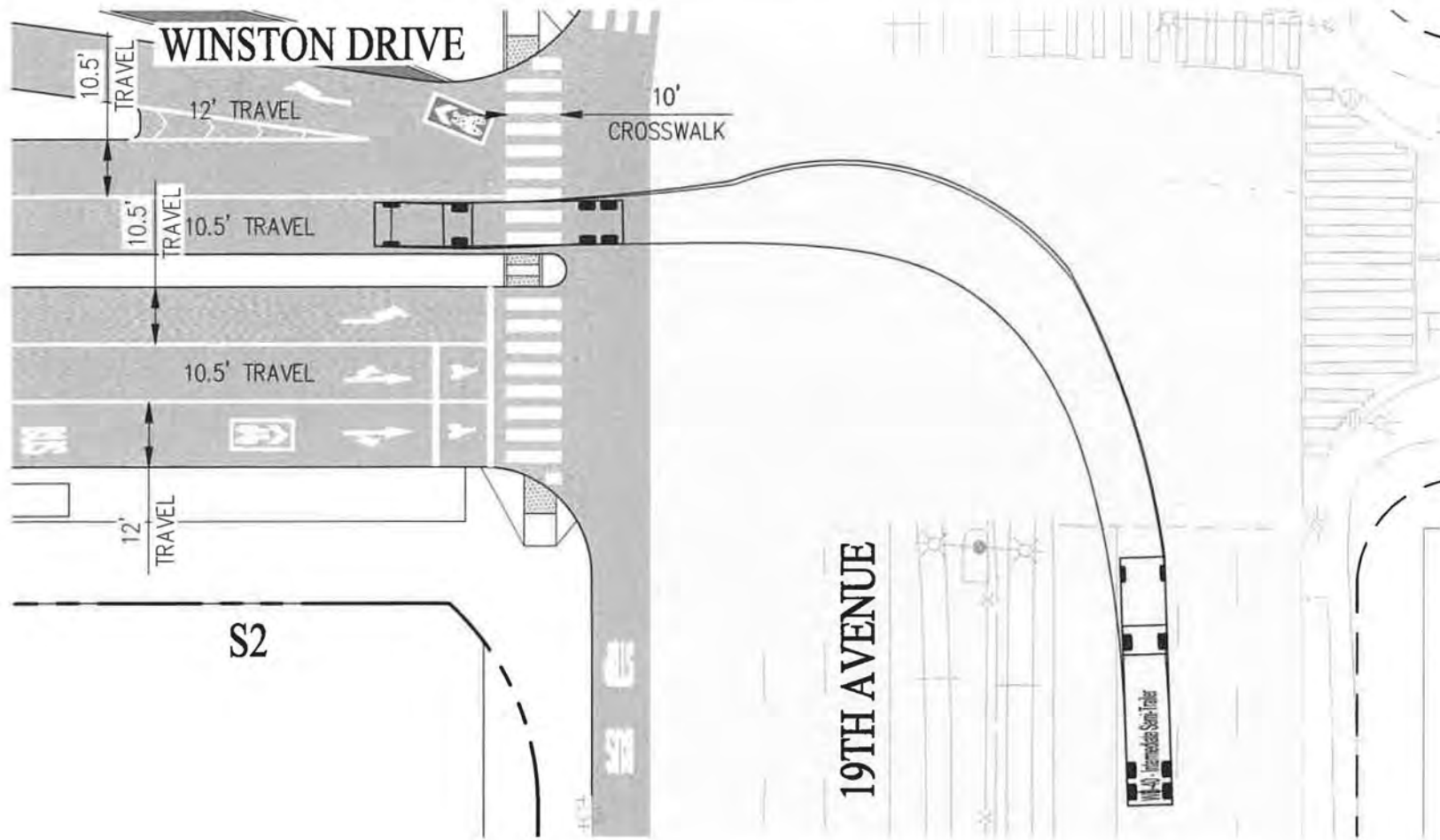


Figure E2.10 Winston Drive @ 19th Avenue NB-WB (WB 40)

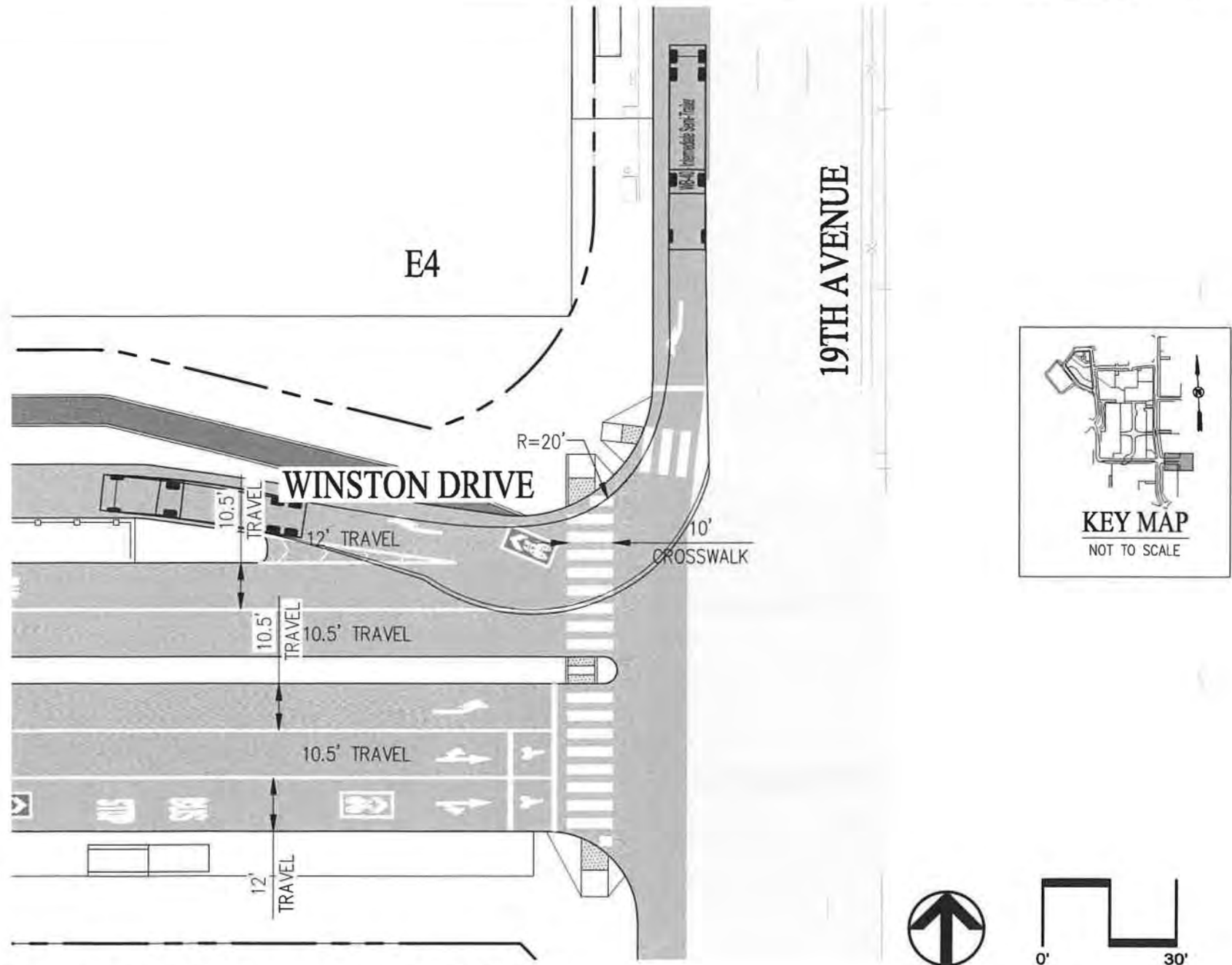


Figure E2.11 Winston Drive @ 19th Avenue SB-WB (WB 40)

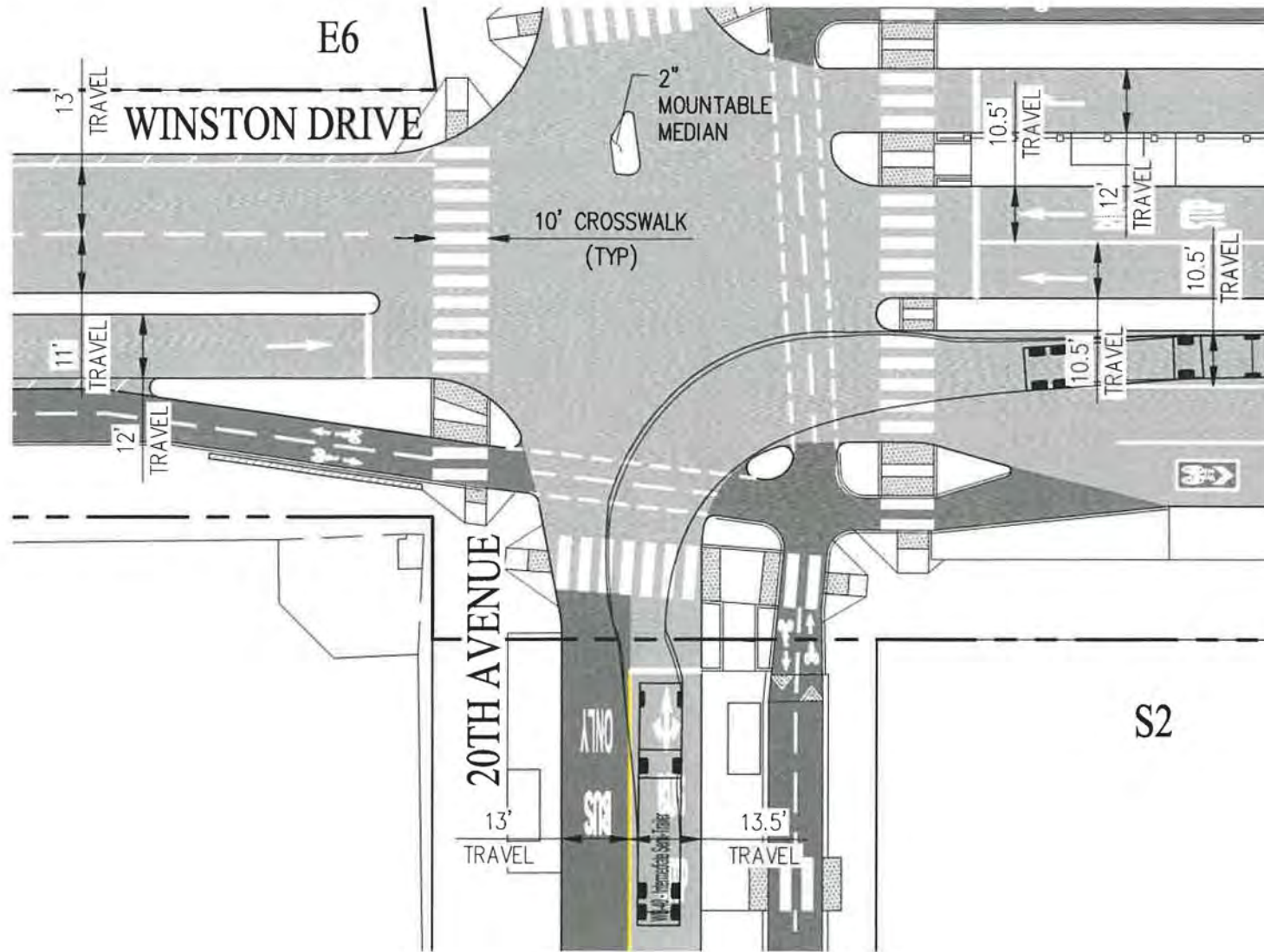


Figure E2.12 Winston Drive @ 20th Avenue NB-EB (WB 40)

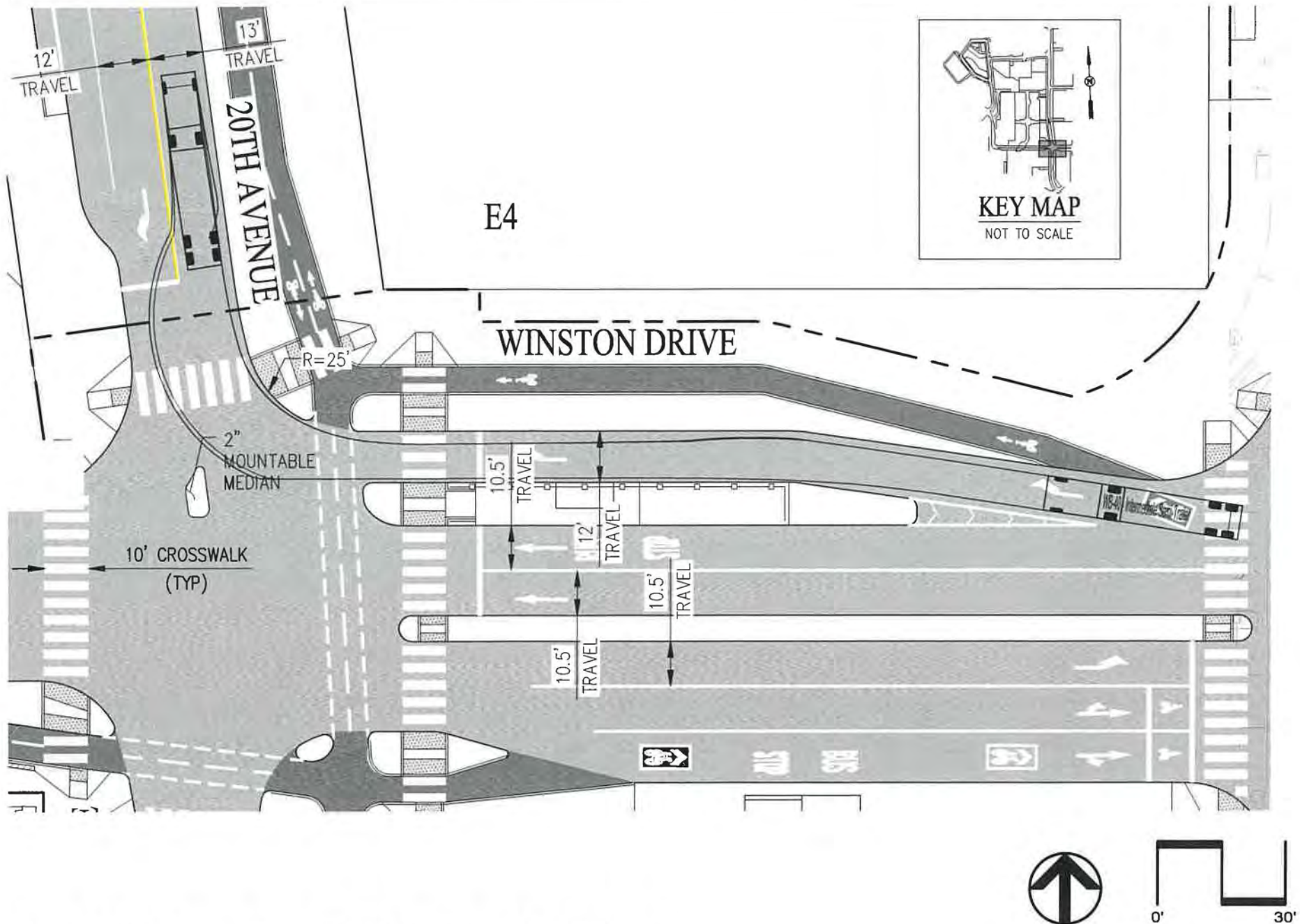


Figure E2.13 Winston Drive @ 20th Avenue WB-NB (WB 40)

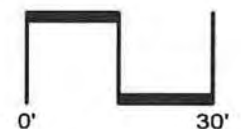
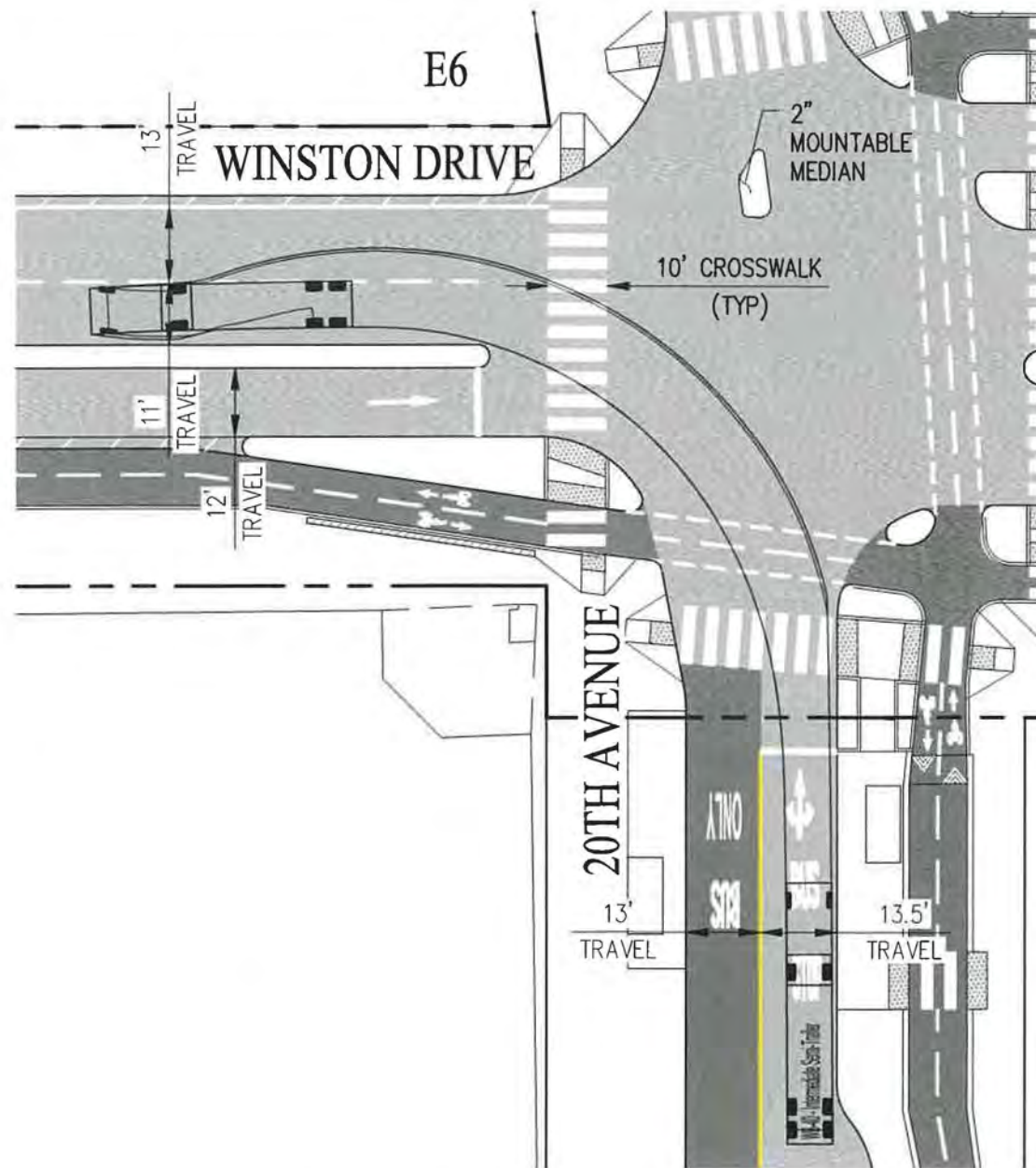


Figure E2.14 Winston Drive @ 20th Avenue NB-WB (WB 40)

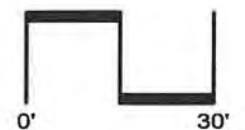
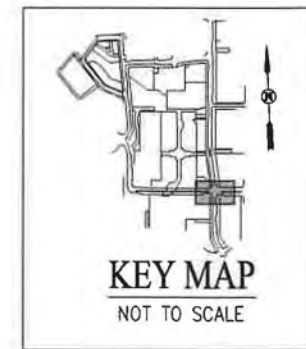
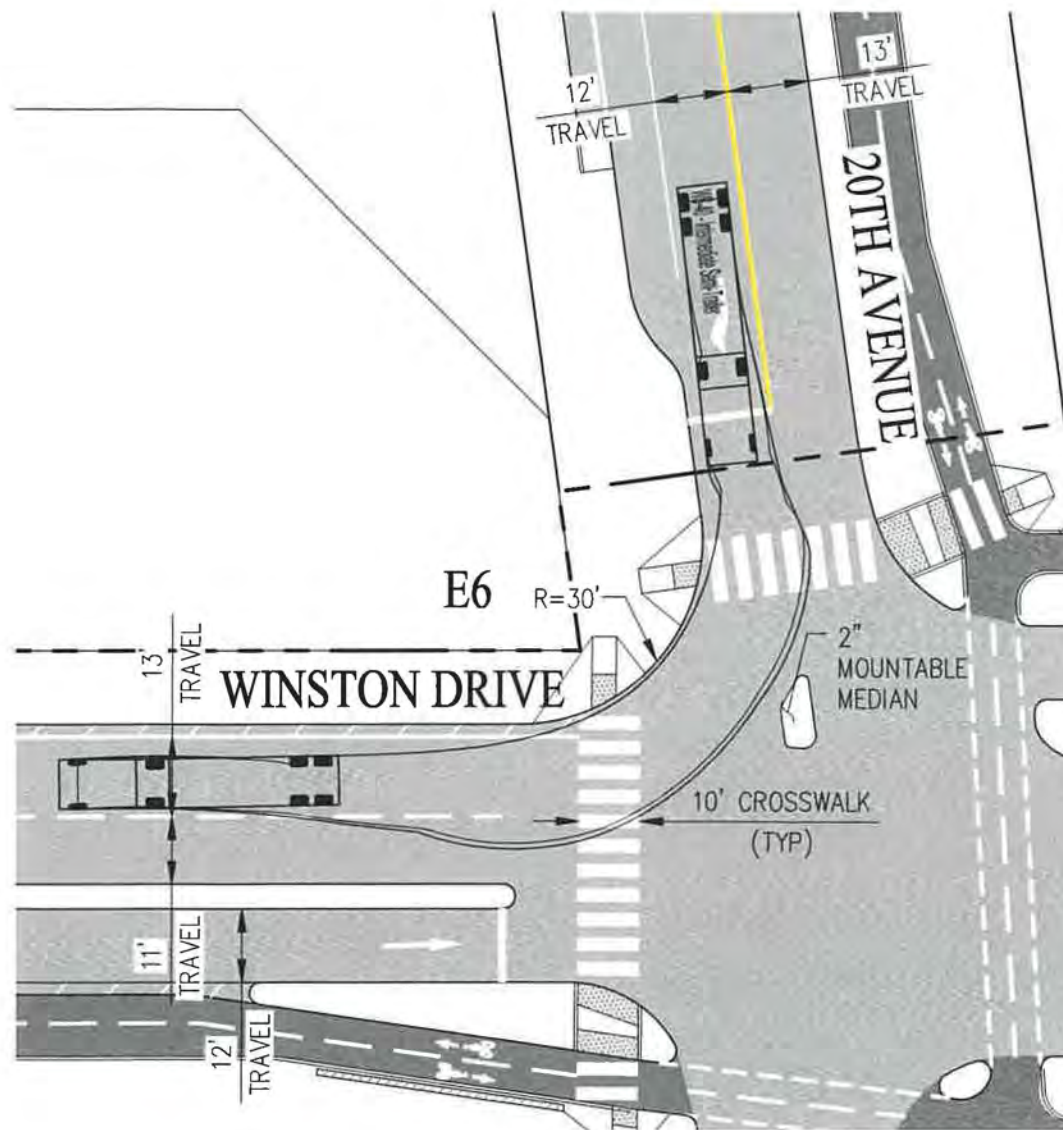


Figure E2.15 Winston Drive @ 20th Avenue SB-WB (WB 40)

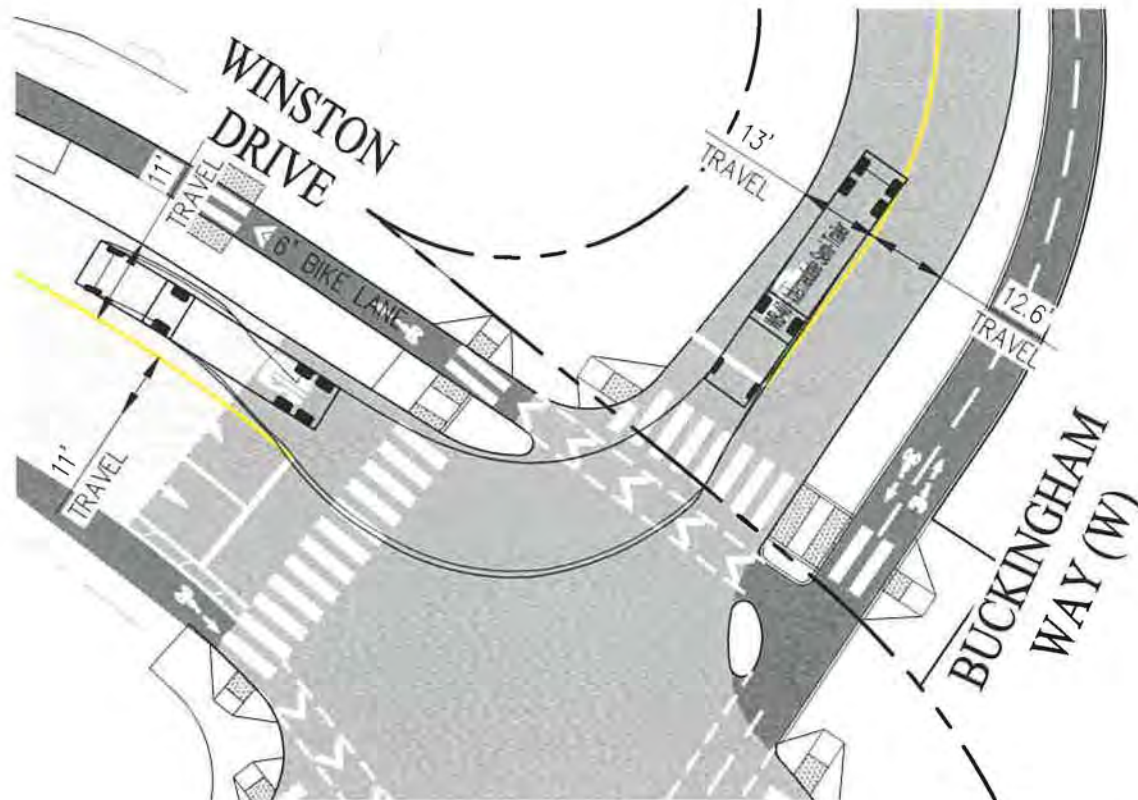


Figure E2.16 Winston Drive @ Buckingham Way (W) SB-WB (WB 40)

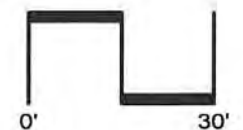
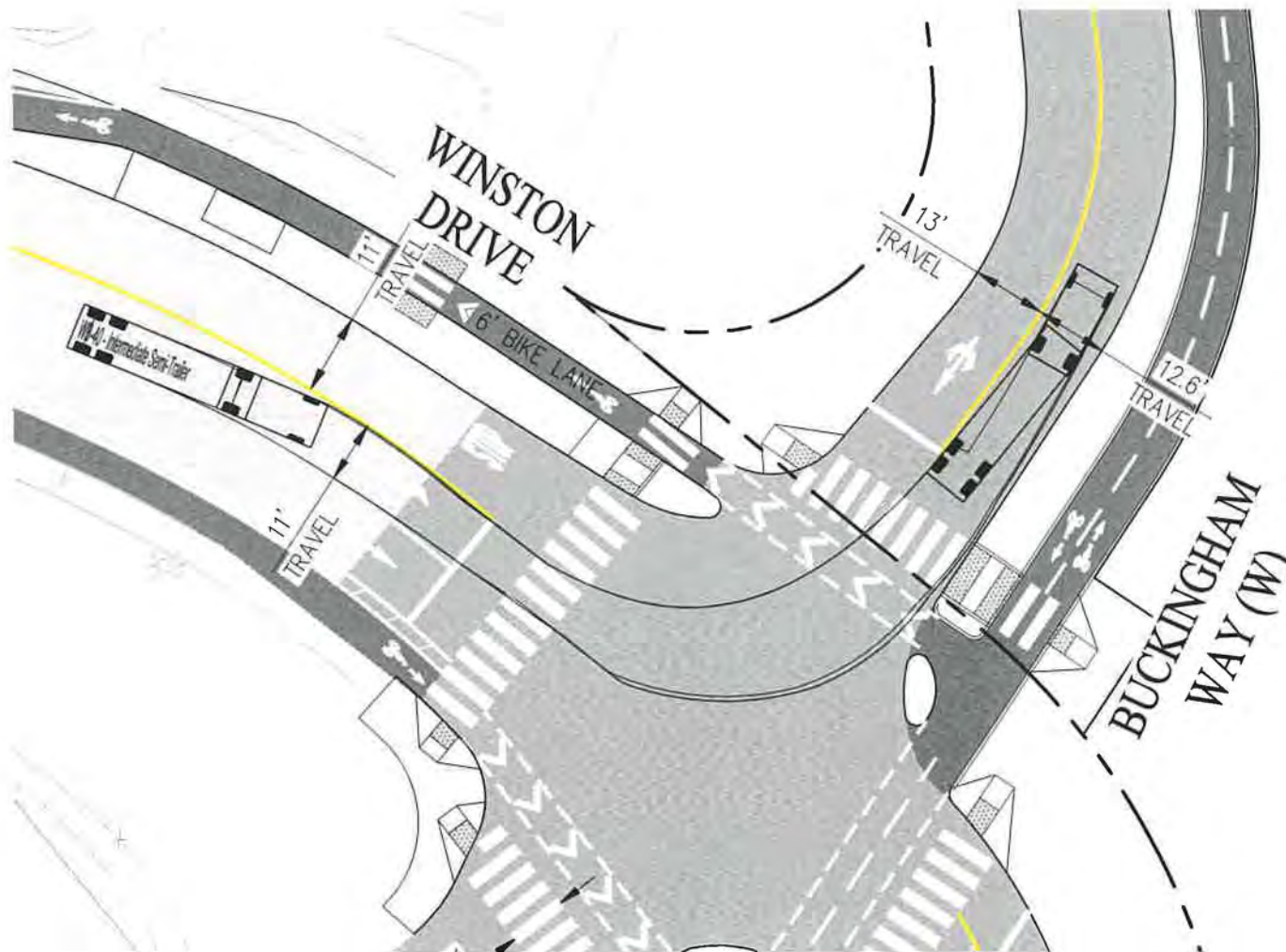


Figure E2.17 Winston Drive @ Buckingham Way (W) EB-NB (WB 40)

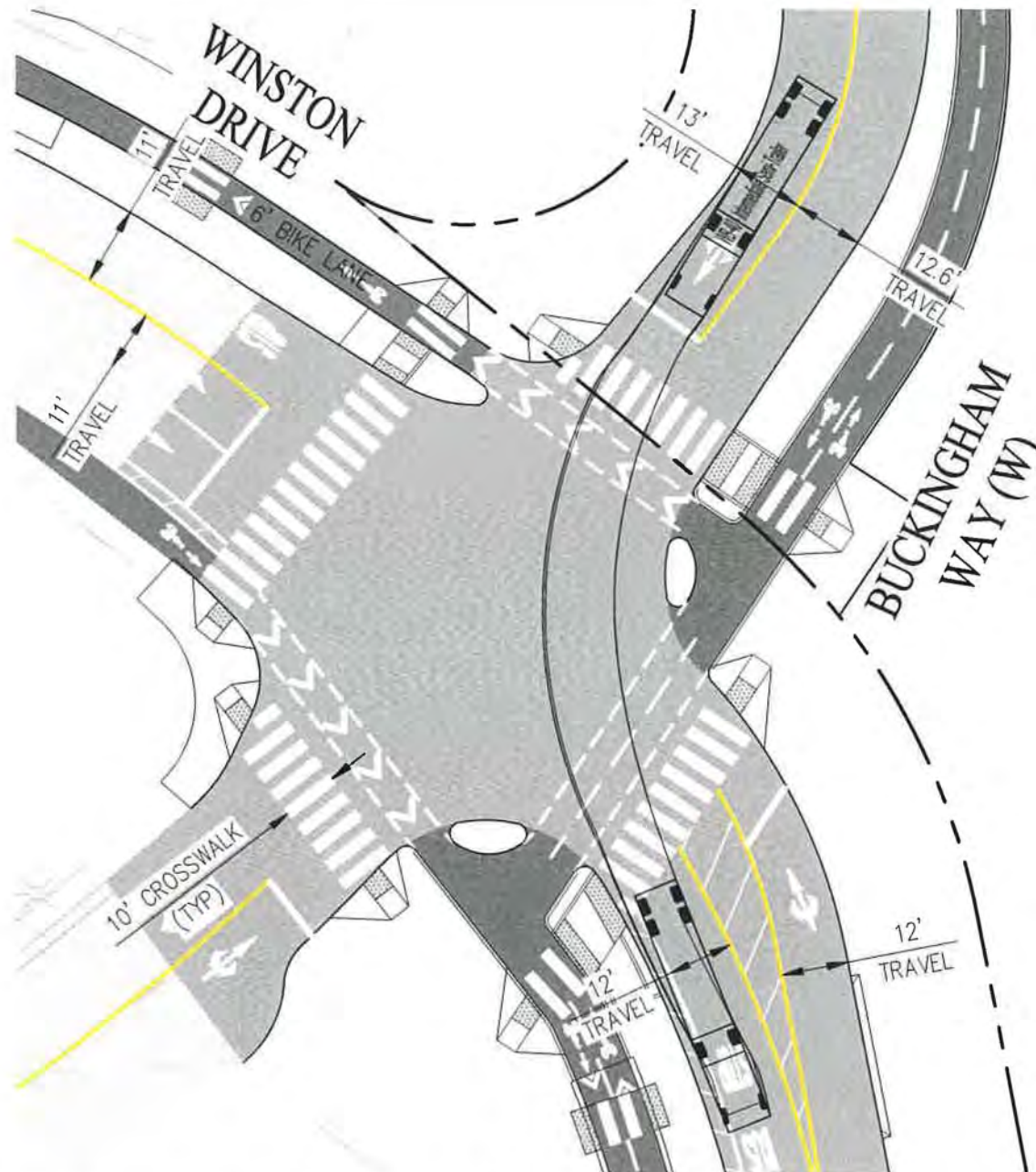


Figure E2.18 Winston Drive @ Buckingham Way (W) SB-EB (WB 40)

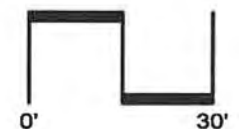
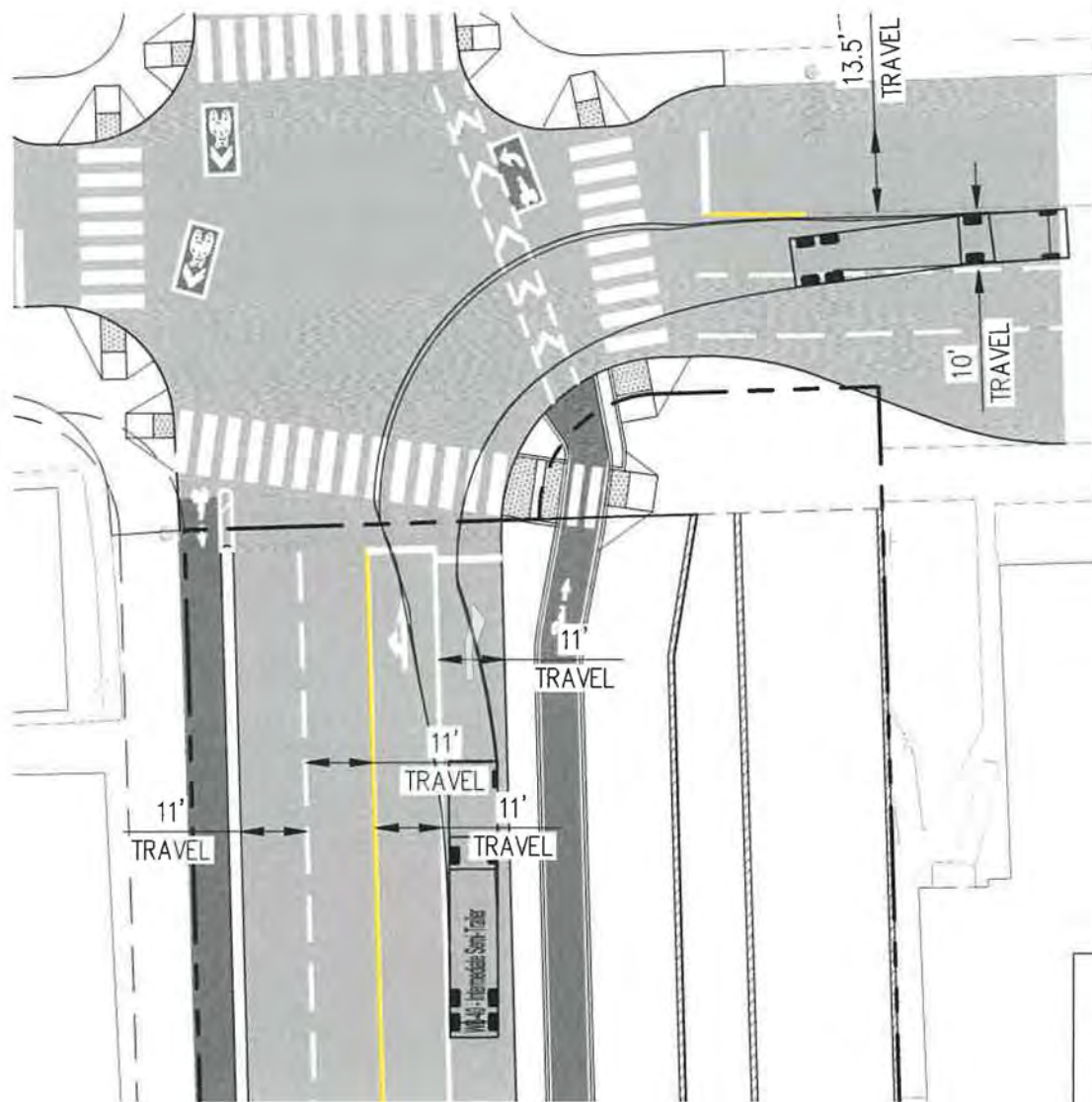


Figure E2.19 20th Avenue @ Eucalyptus Drive NB-EB (WB 40)

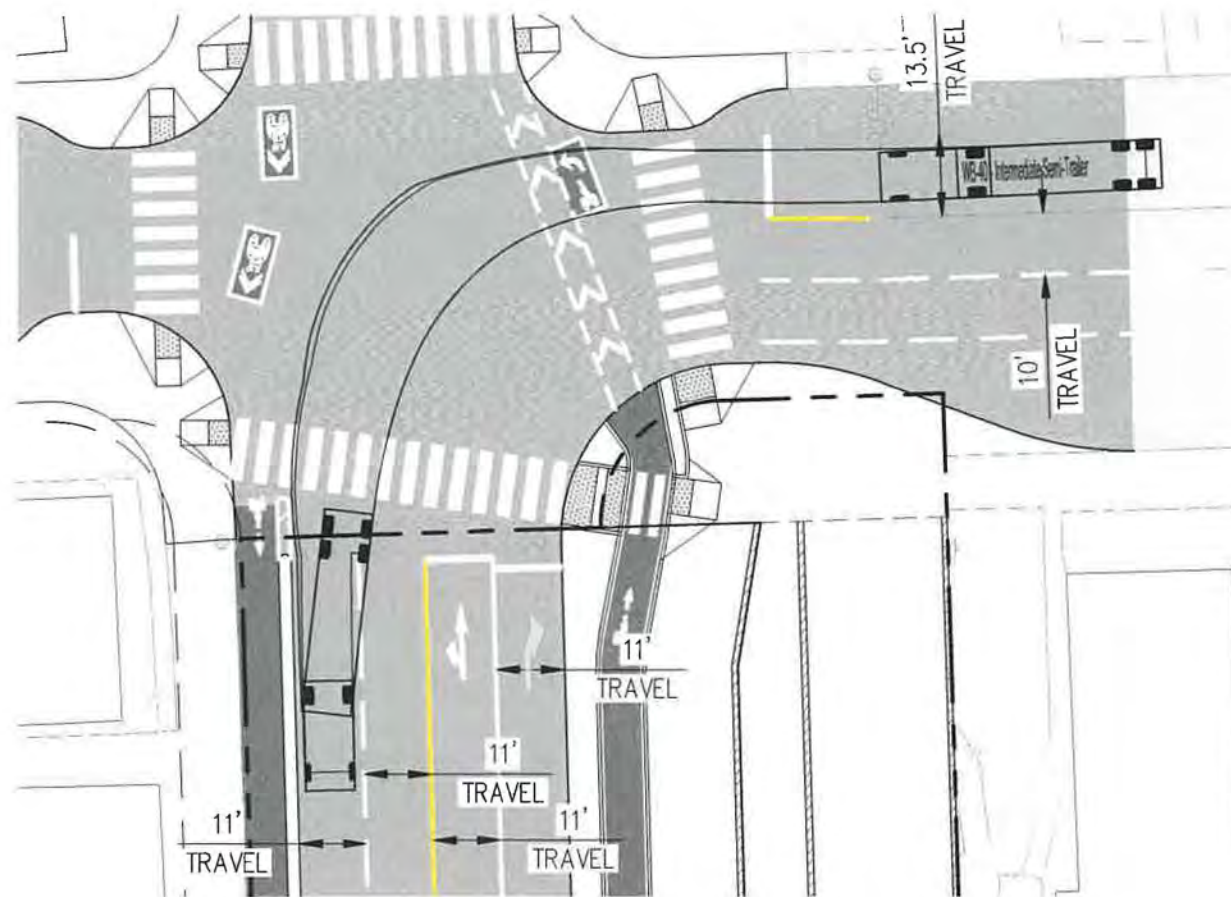


Figure E2.20 20th Avenue @ Eucalyptus Drive WB-SB (WB 40)

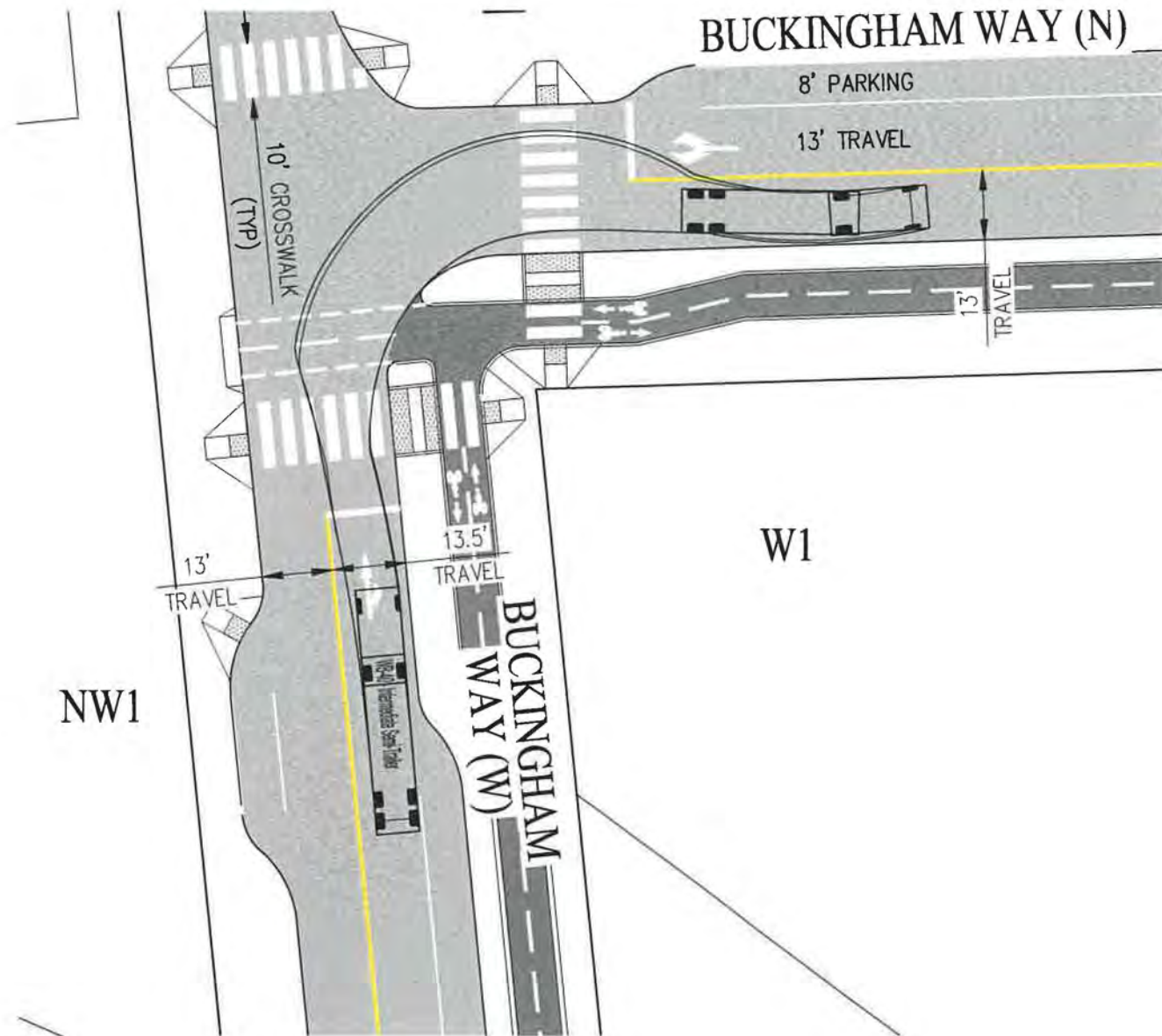


Figure E2.21 Buckingham Way NB-EB (WB 40)



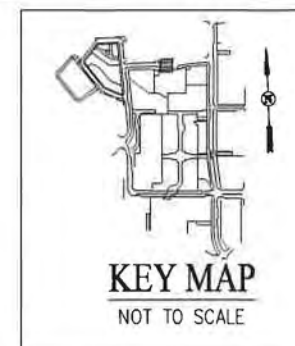
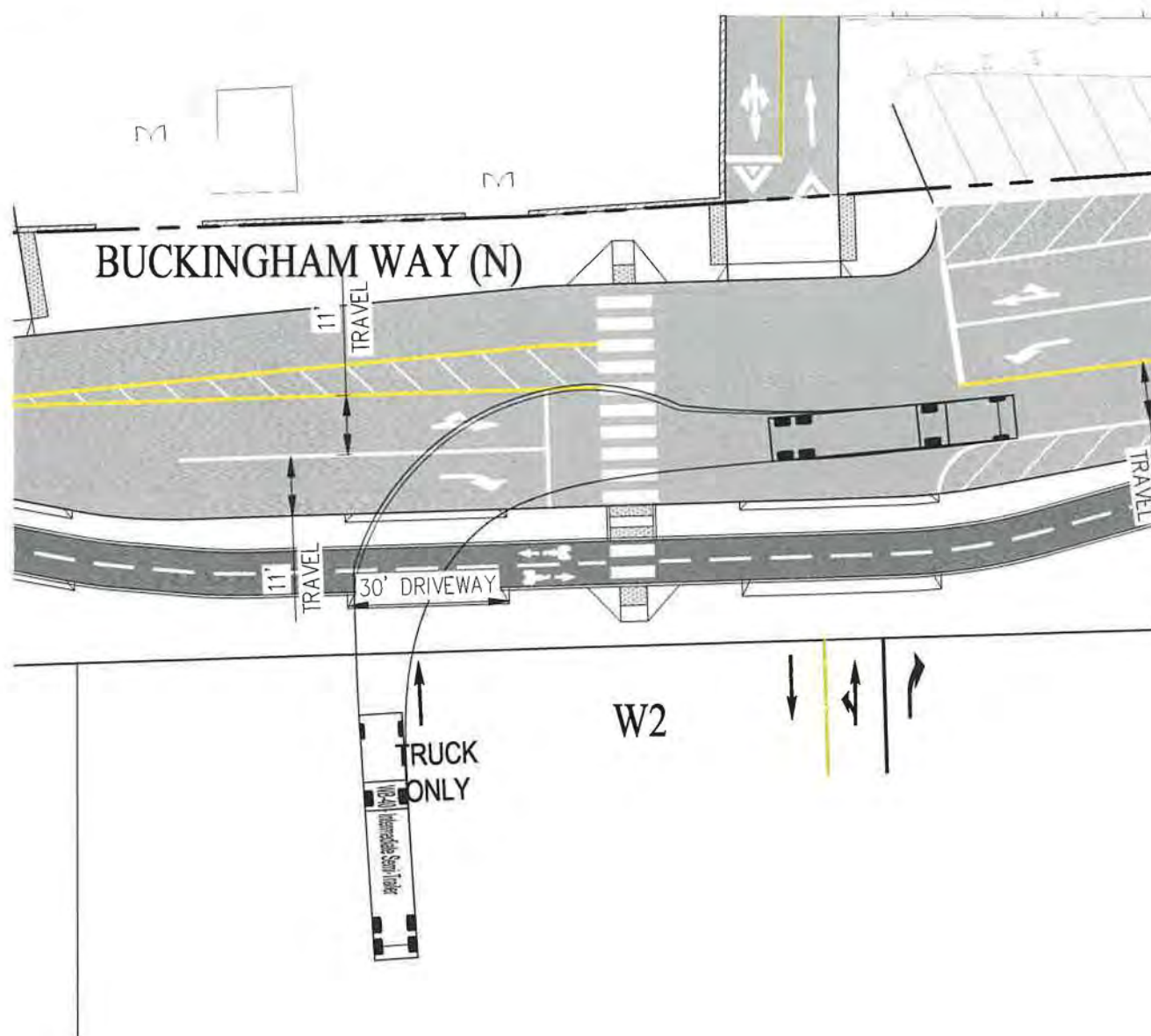


Figure E2.23 W2 EB Exit (WB 40)

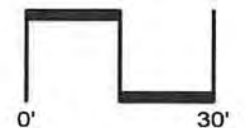
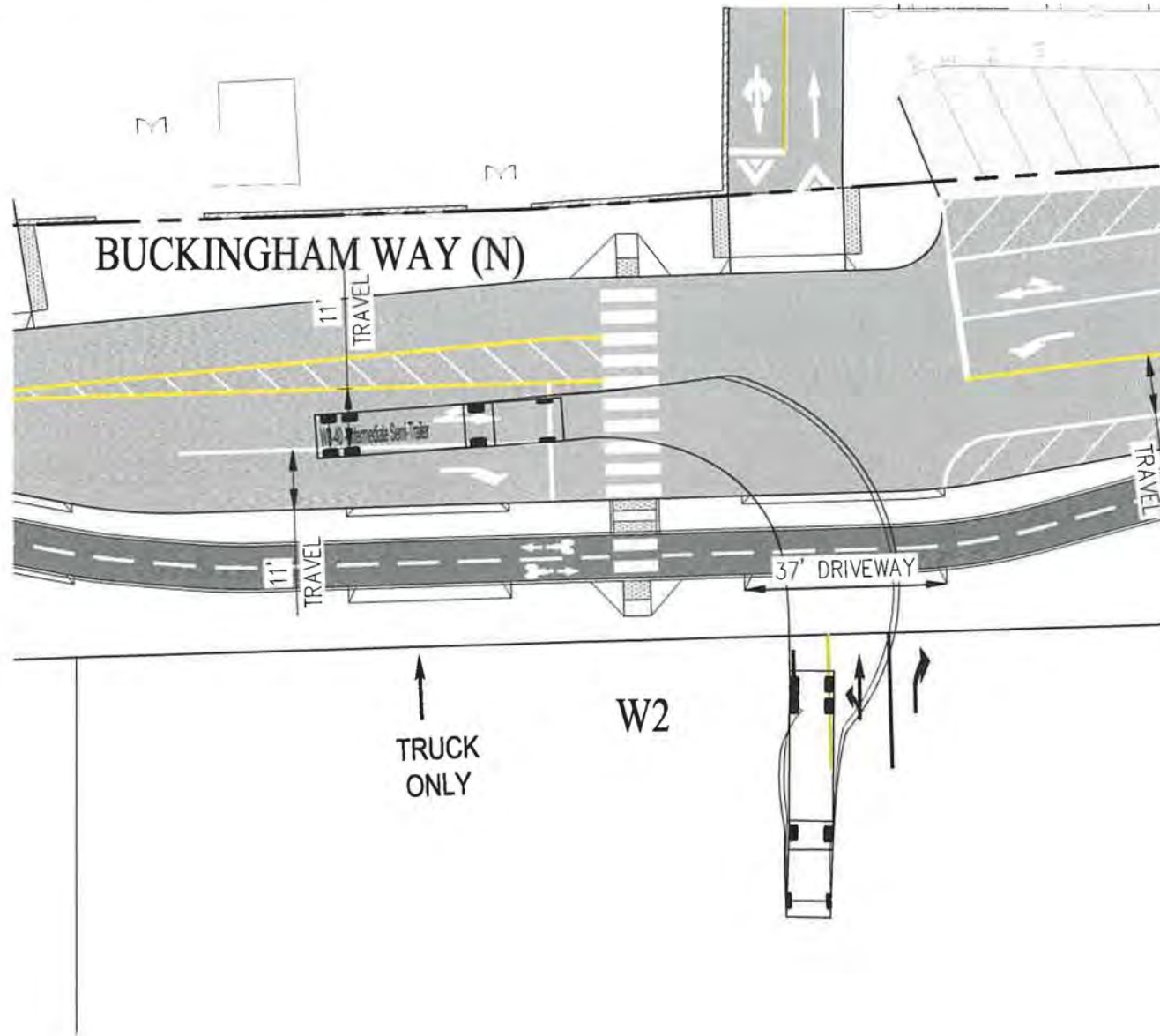


Figure E2.24 W2 EB Entrance (WB 40)

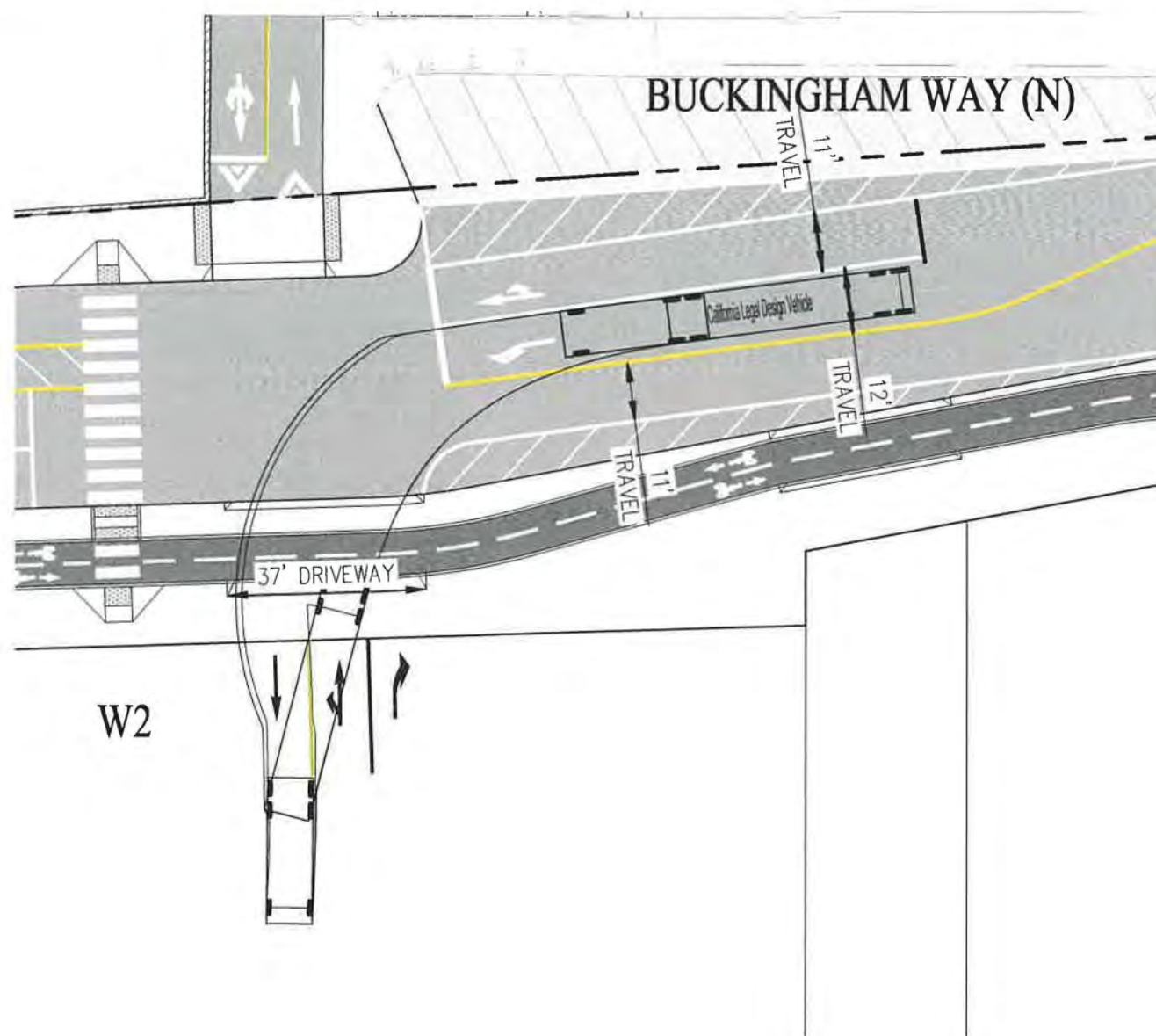


Figure E2.25 W2 WB Entrance (WB 40)

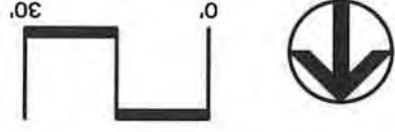
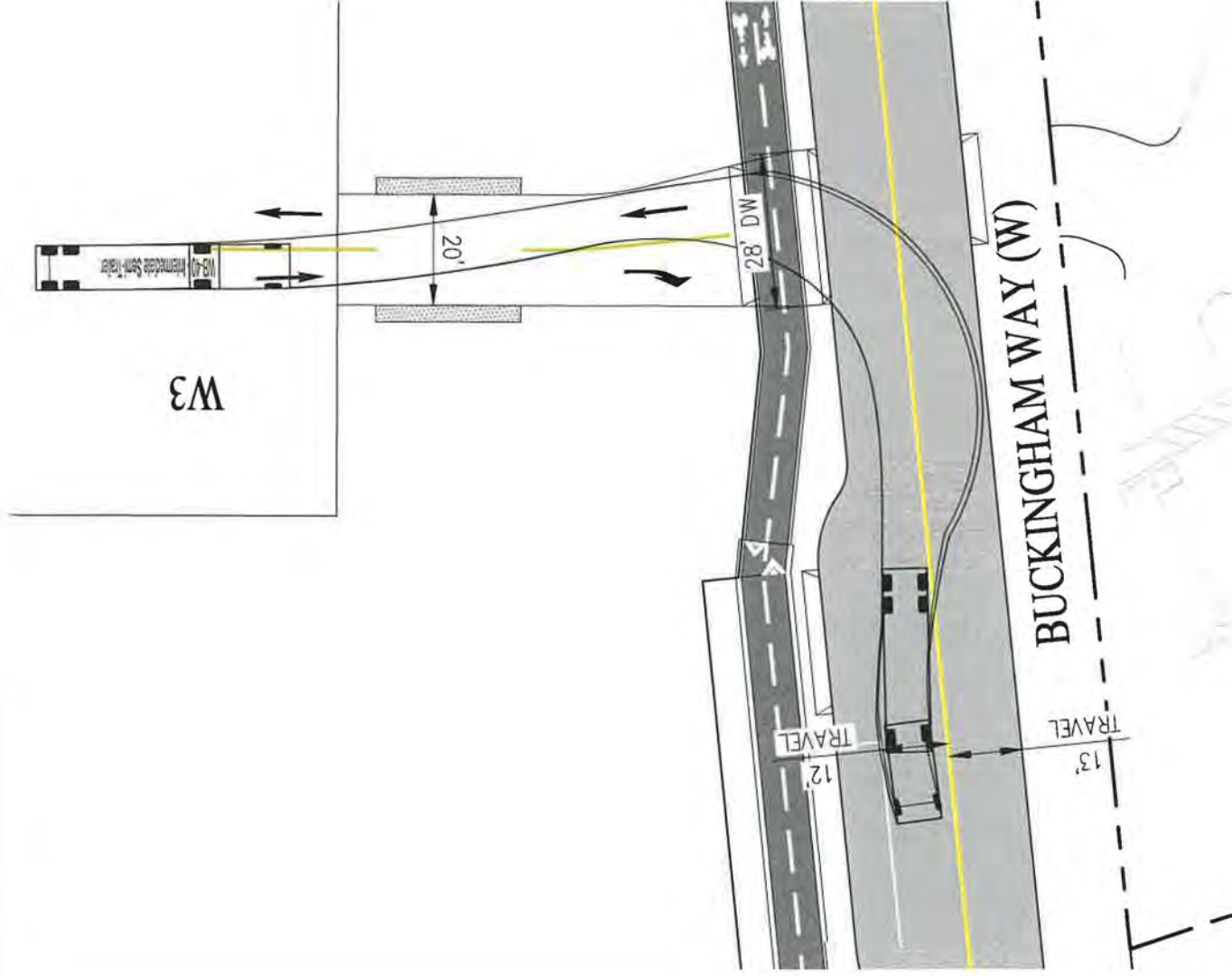


Figure E2.26 W3 Exit (WB 40)

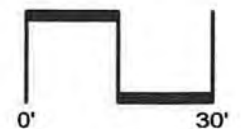
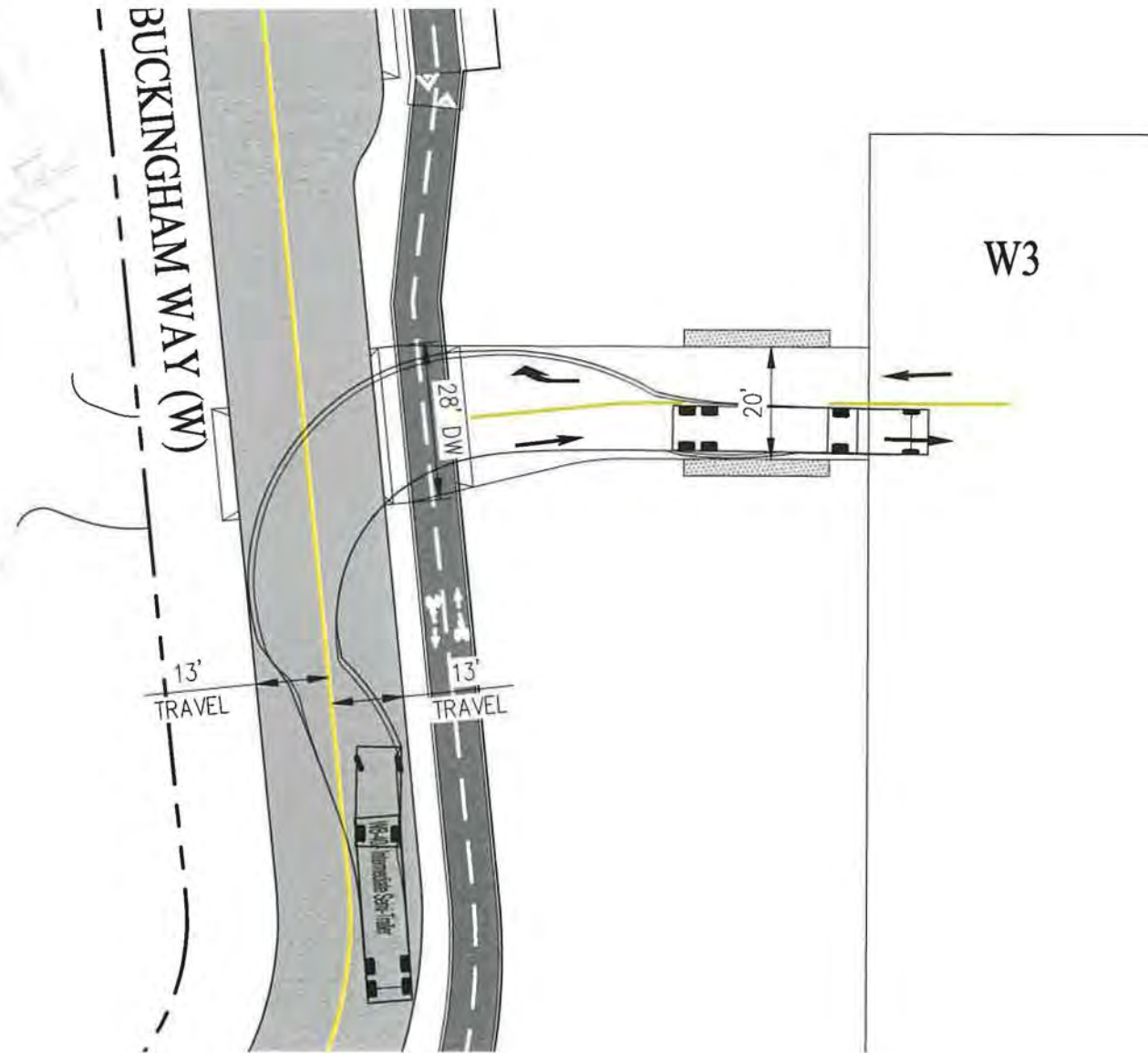


Figure E2.27 W3 Entrance (WB 40)

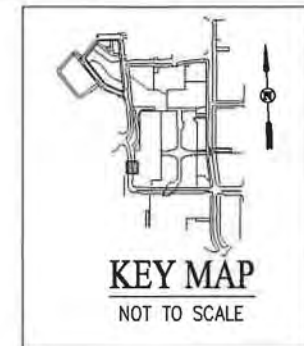
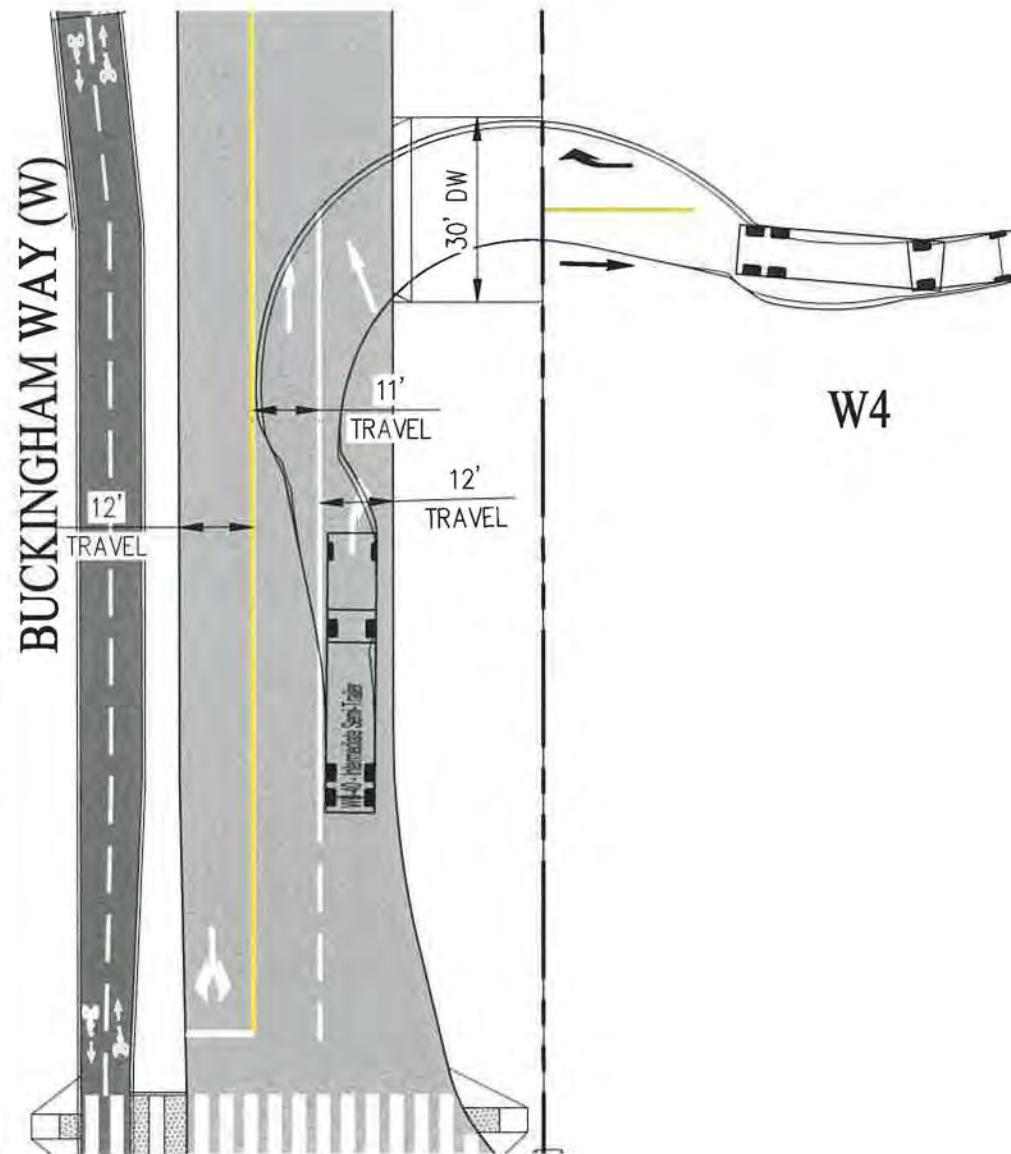


Figure E2.28 W4 Entrance (WB 40)

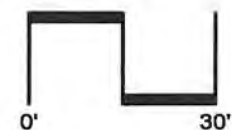
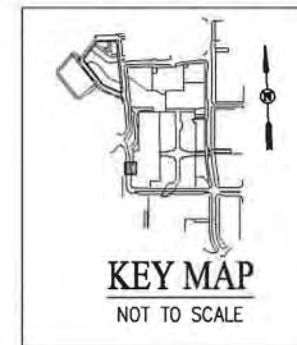
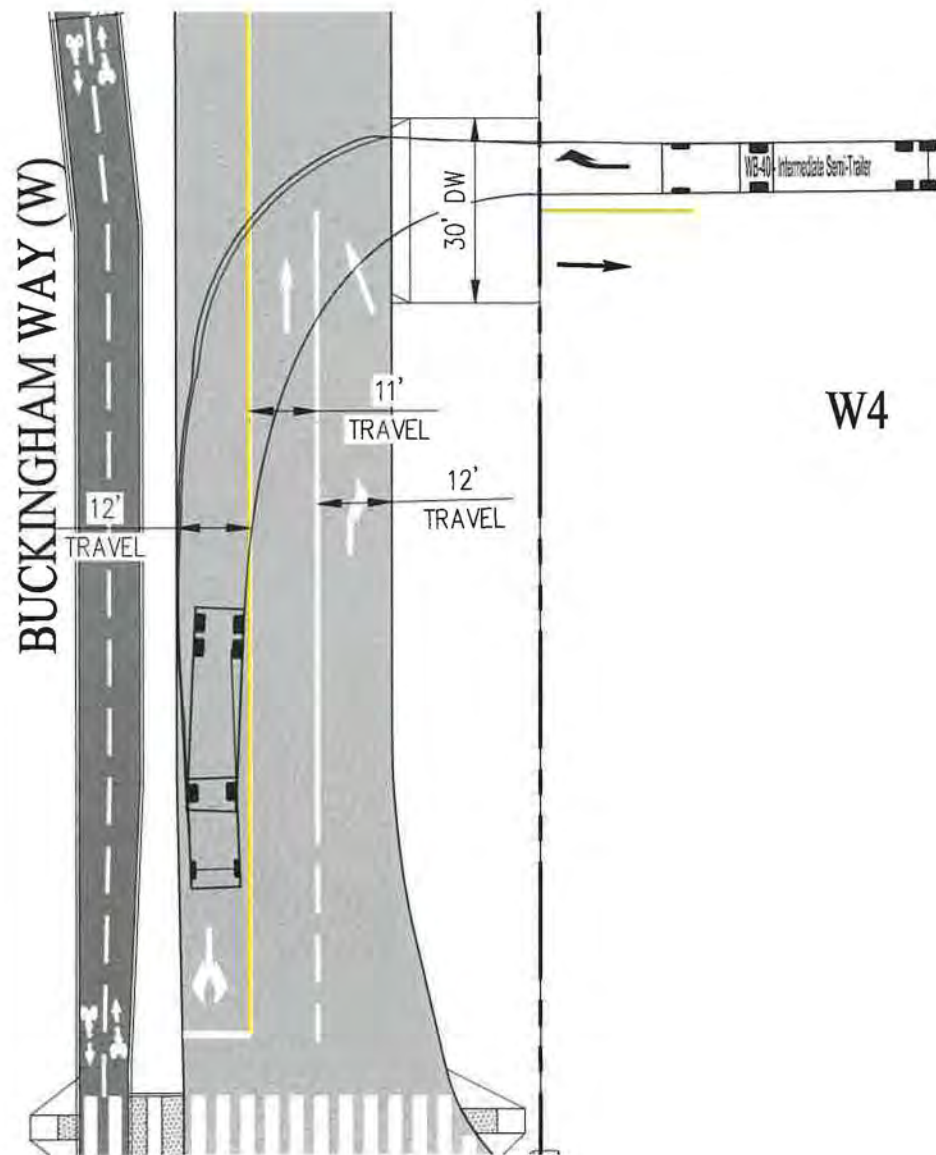


Figure E2.29 W4 Exit (WB 40)

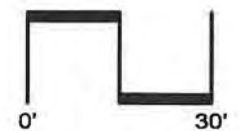
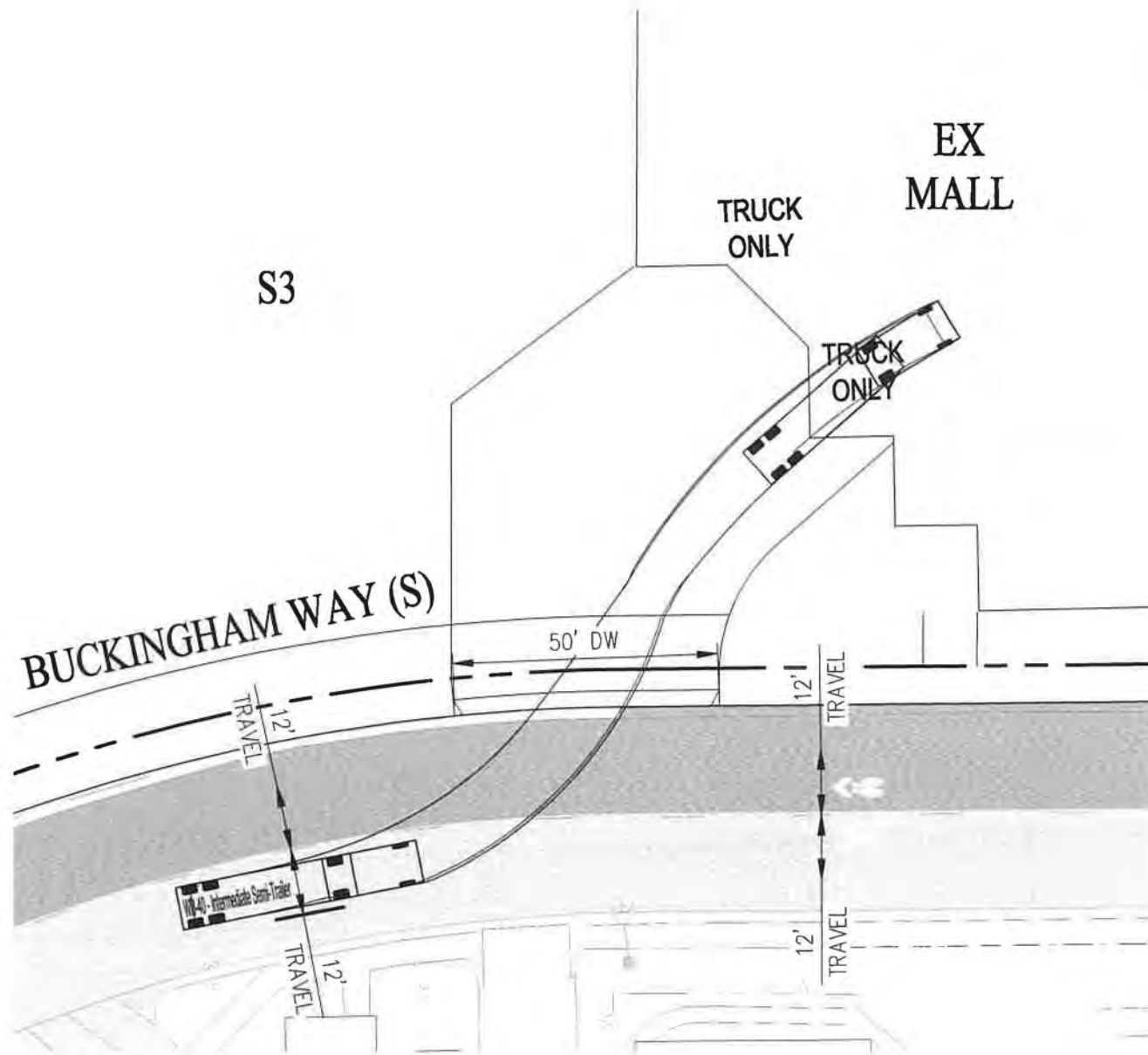
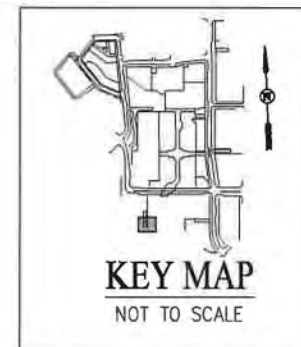


Figure E2.30 Mall Sw Entrance 1

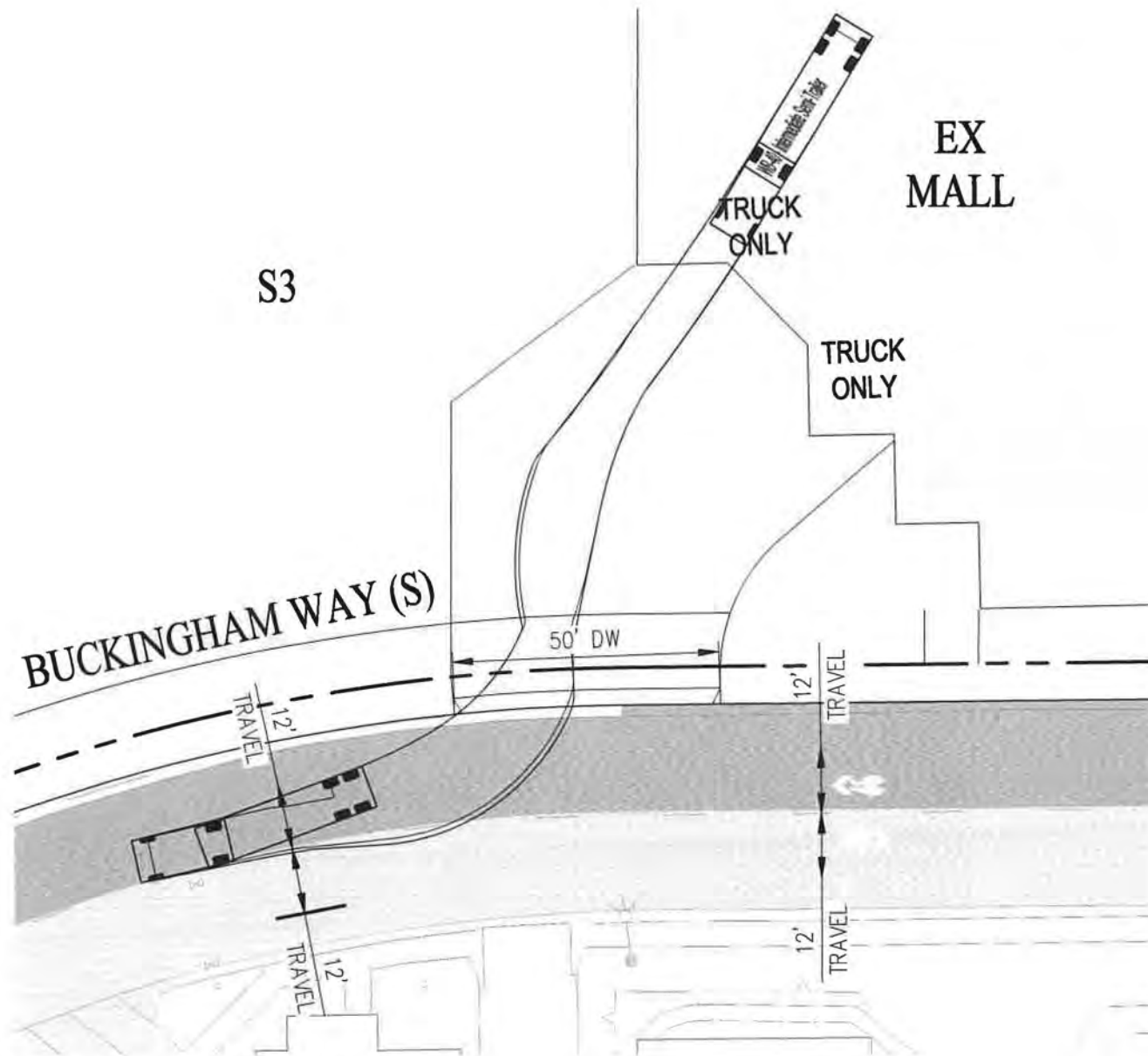
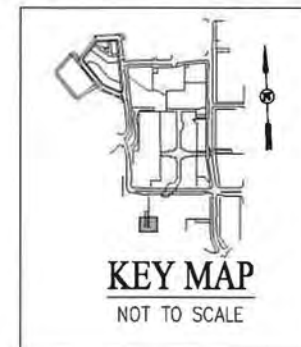


Figure E2.31 Mall SW Exit 1

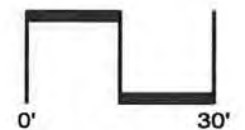
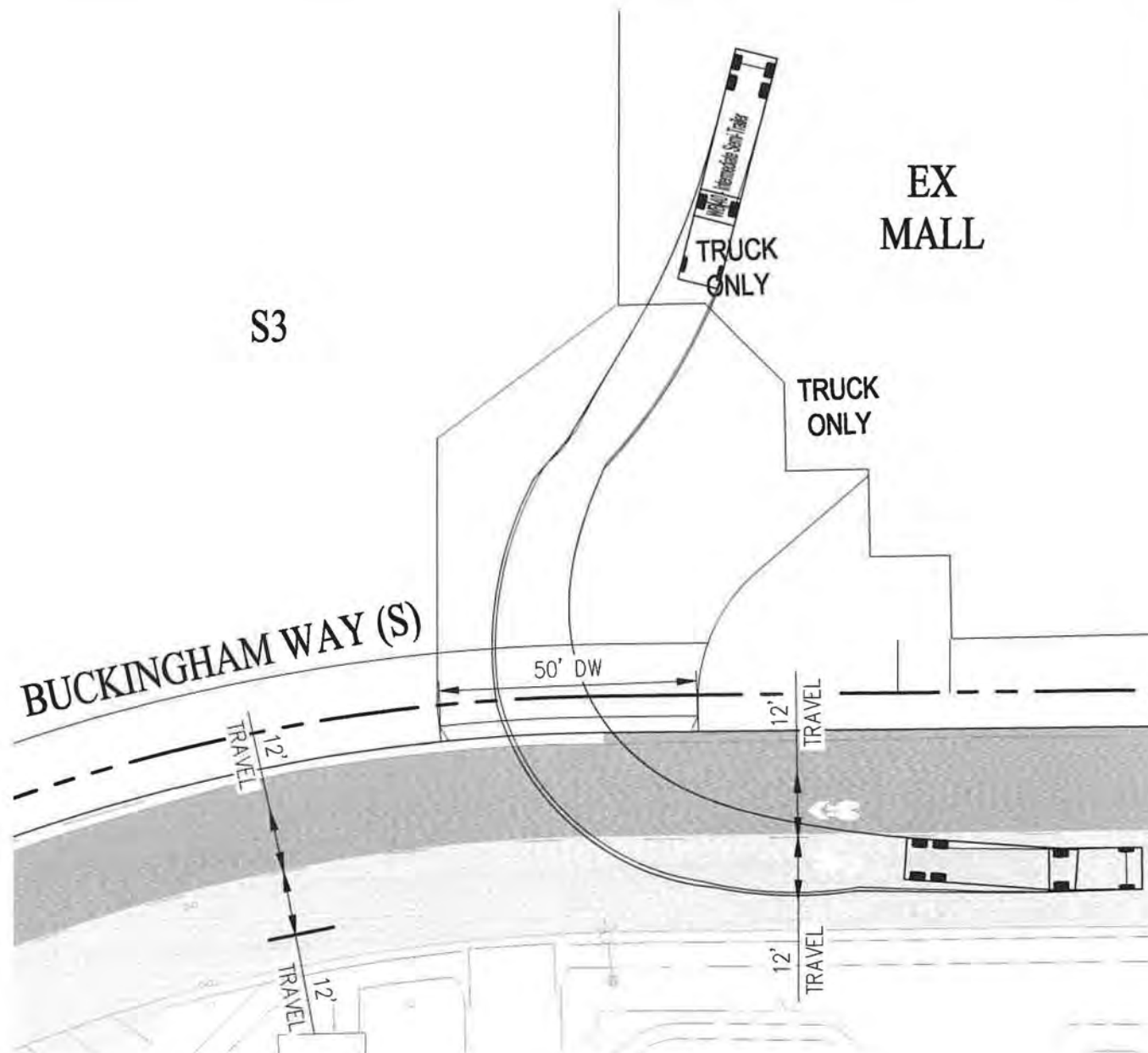
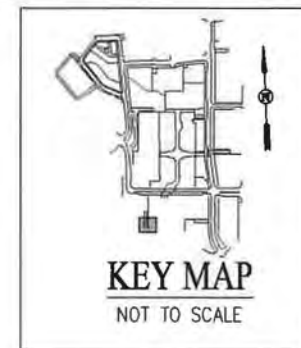


Figure E2.32 Mall SW Entrance

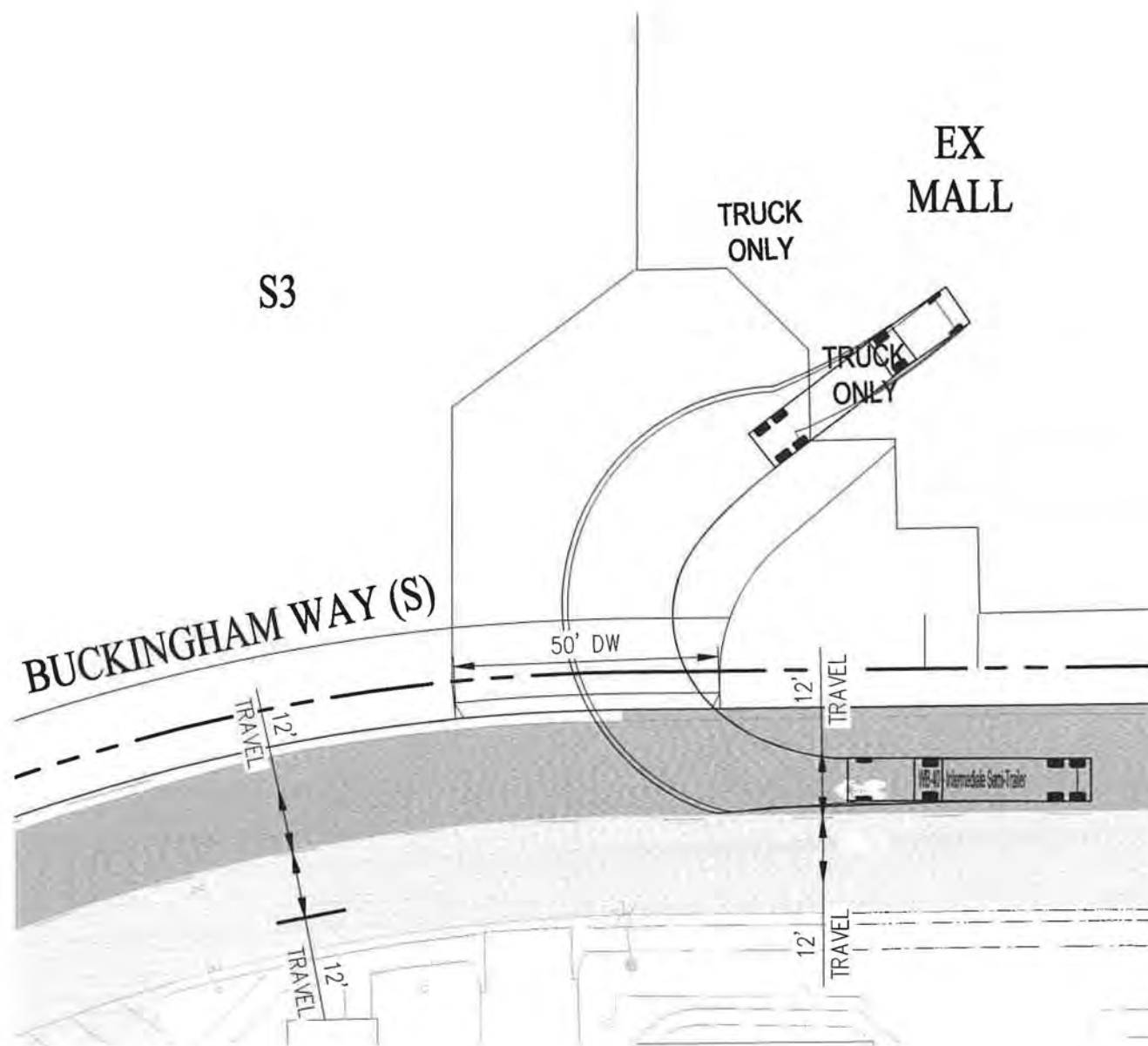


Figure E2.33 Mall SW Exit 2

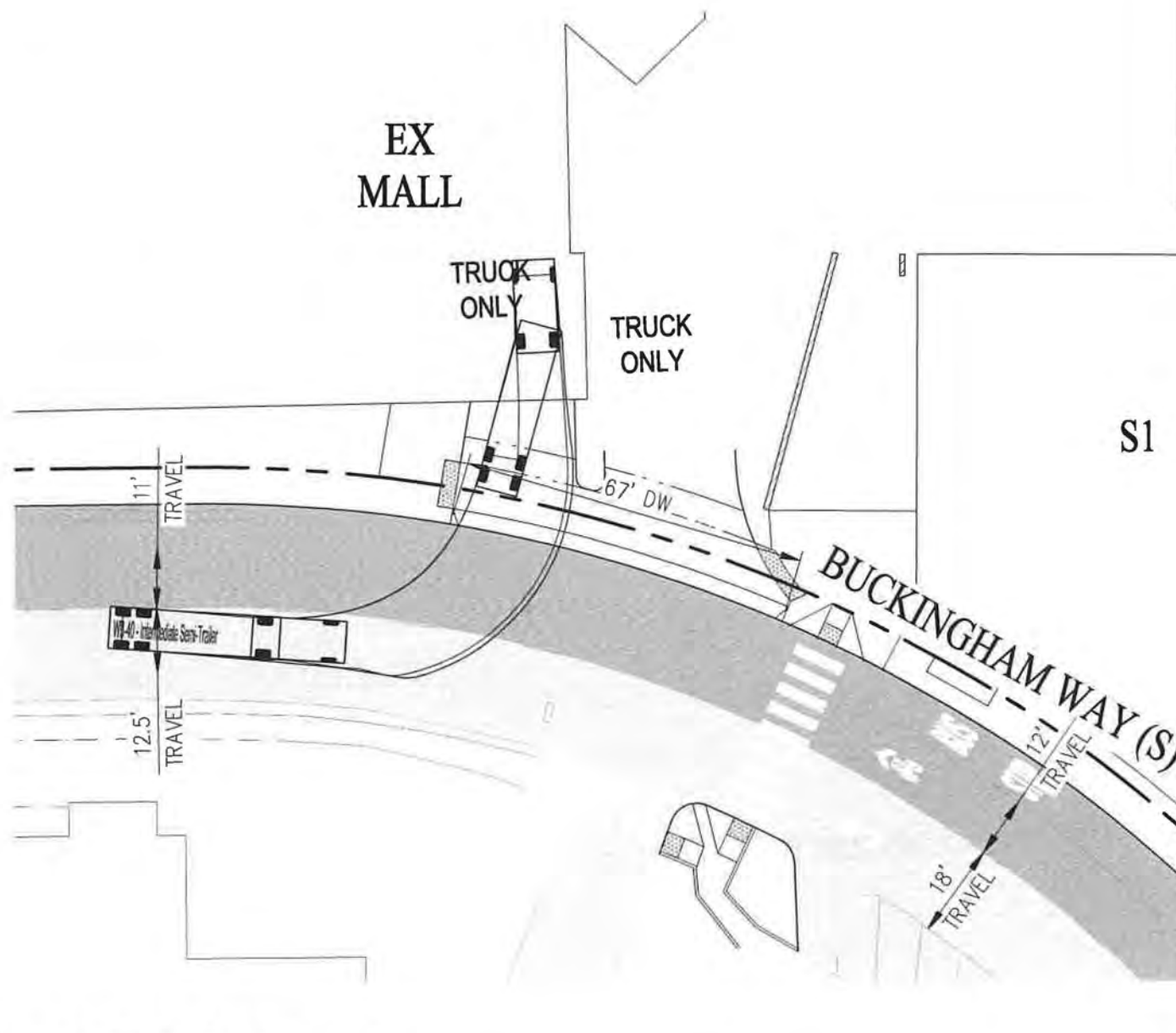


Figure E2.34 Mall SE Entrance 1

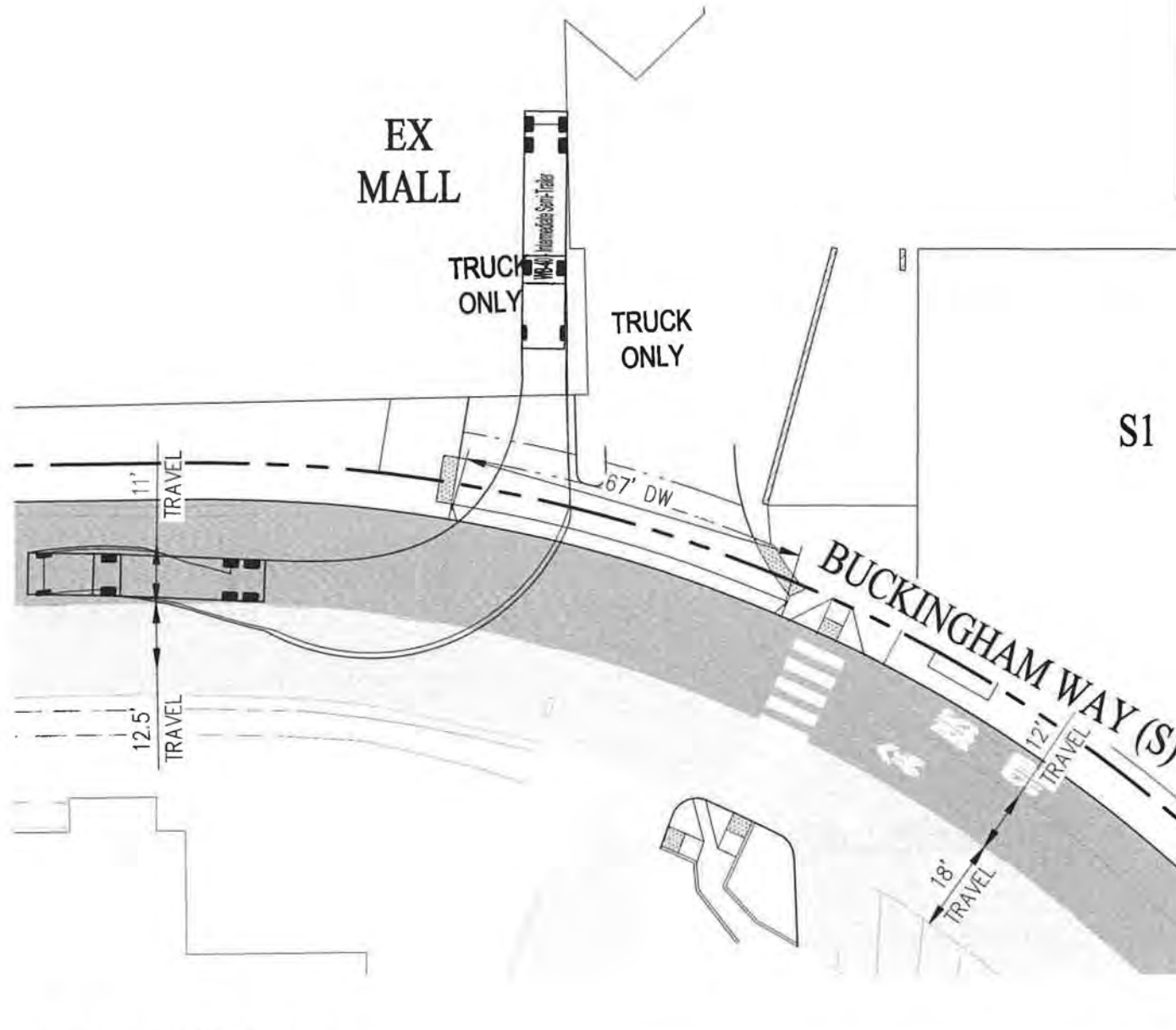


Figure E2.35 Mall SE Exit 1

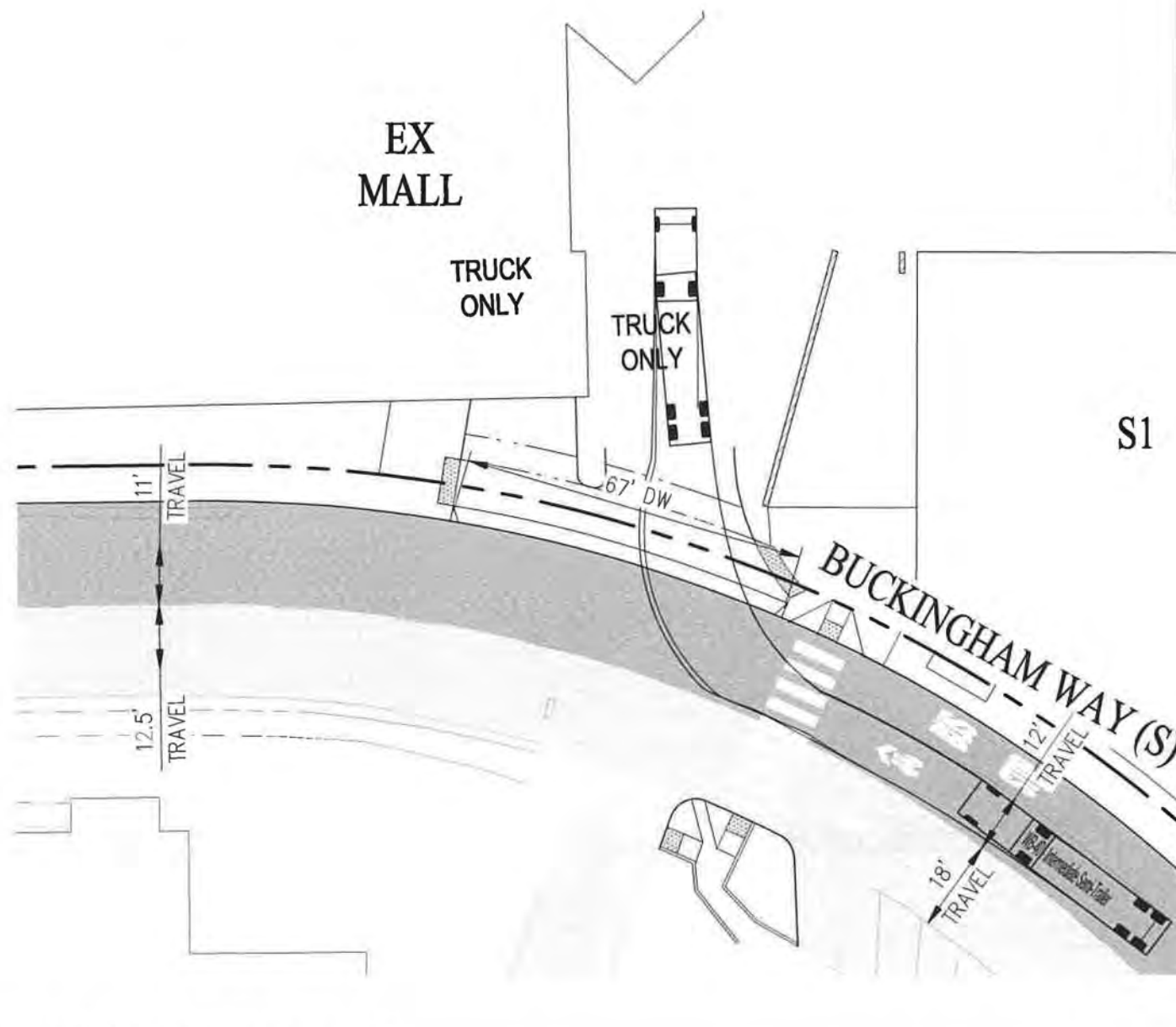


Figure E2.36 Mall SE Entrance 2

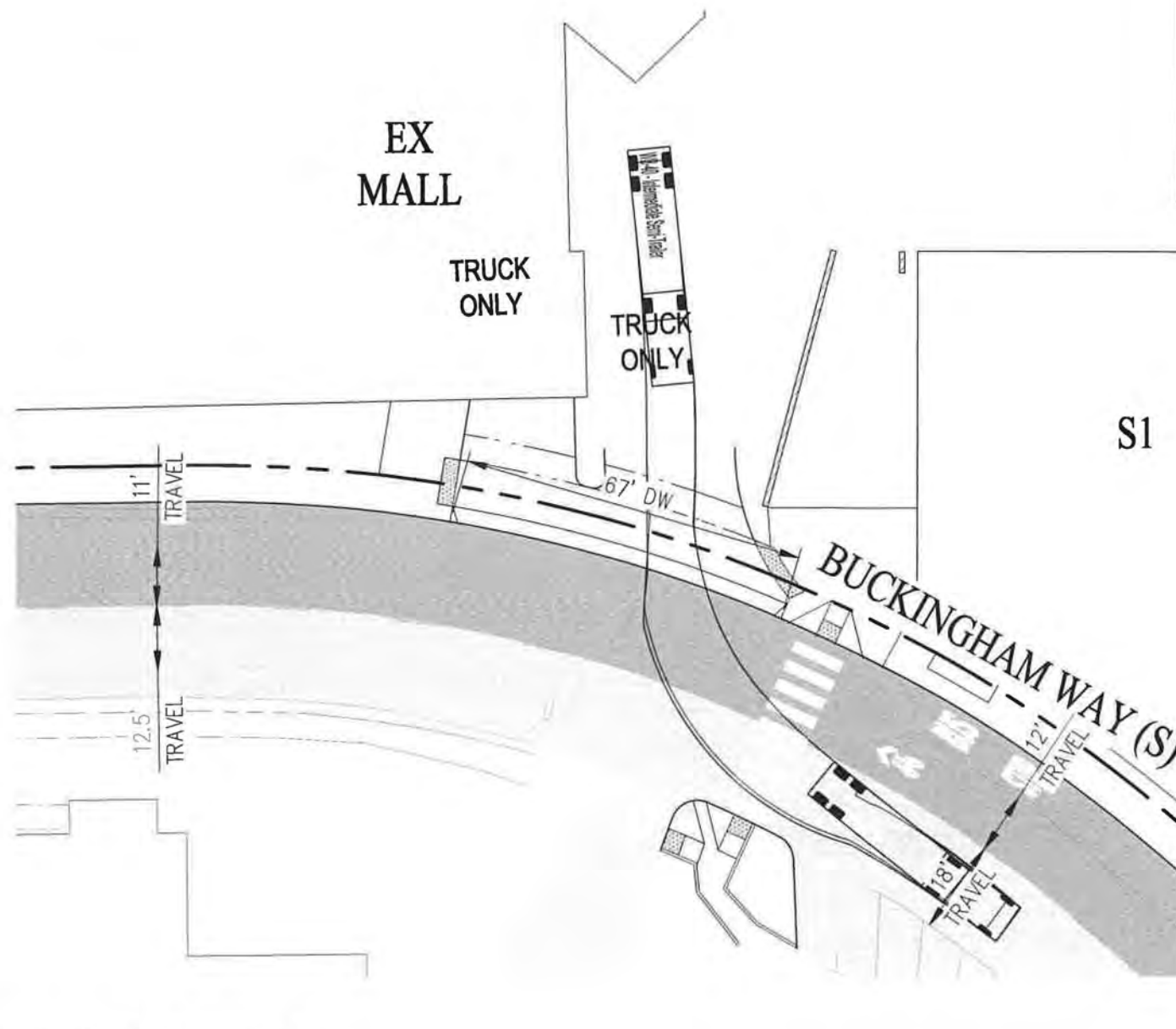


Figure E2.37 Mall SE Exit 2

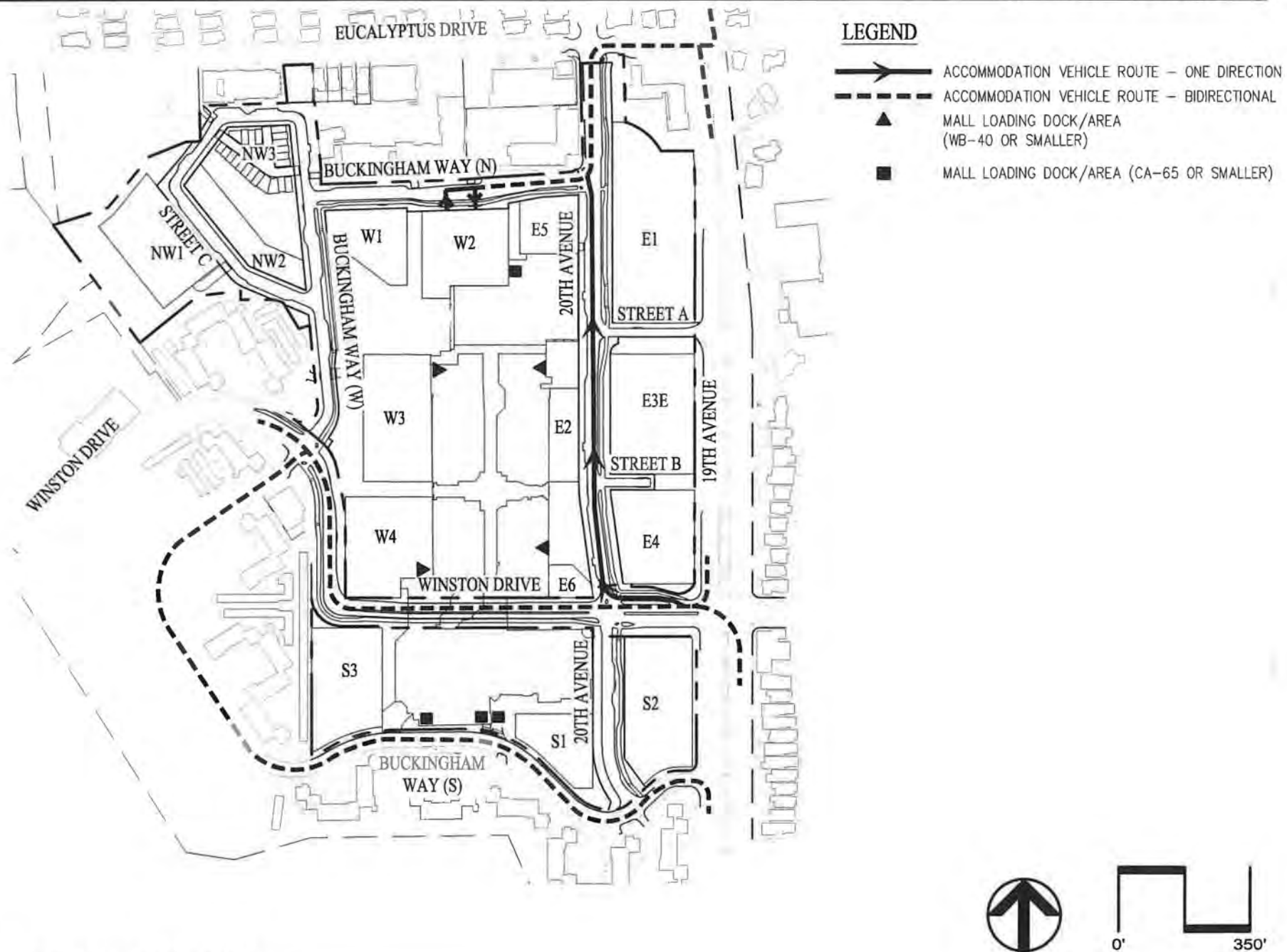


Figure E3.0 CA-65 Vehicle Route

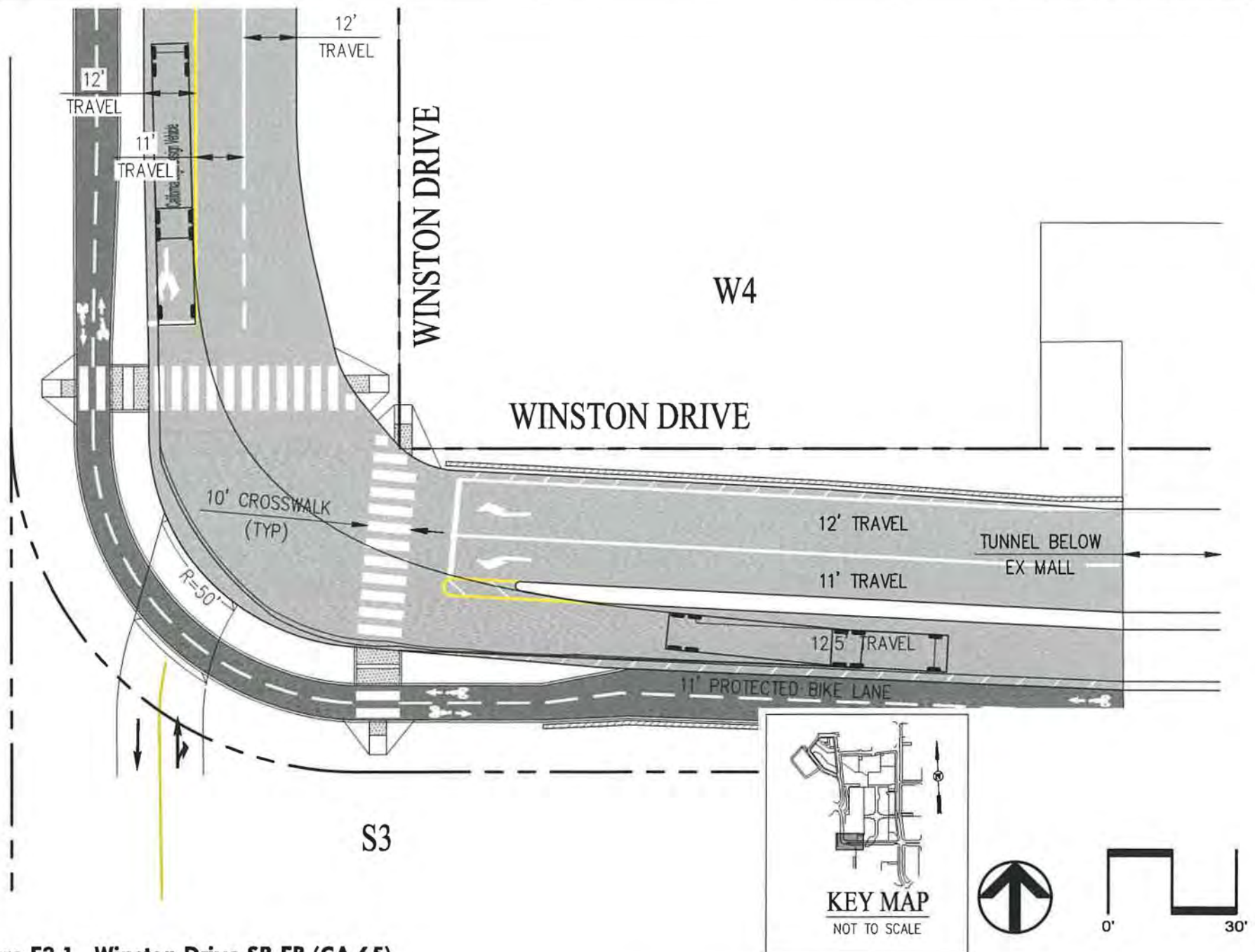


Figure E3.1 Winston Drive SB-EB (CA 65)



Figure E3.2 Winston Drive WB-NB (CA 65)

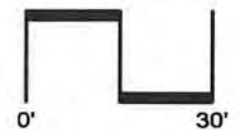
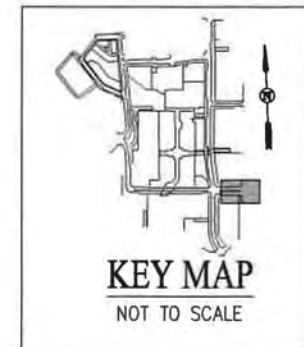
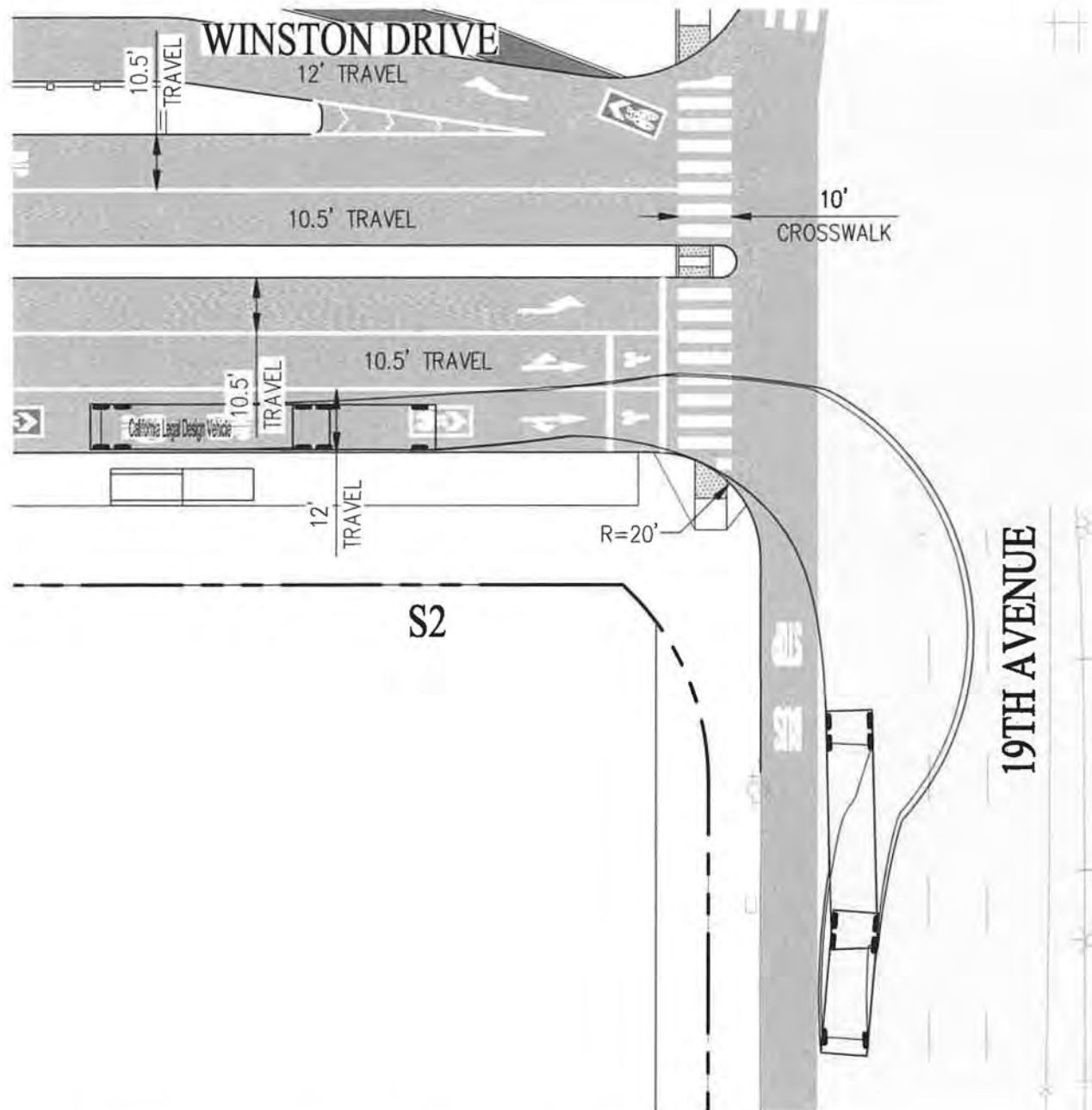


Figure E3.3 Winston Drive @ 19th Avenue EB-SB (CA 65)

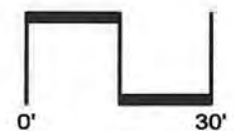
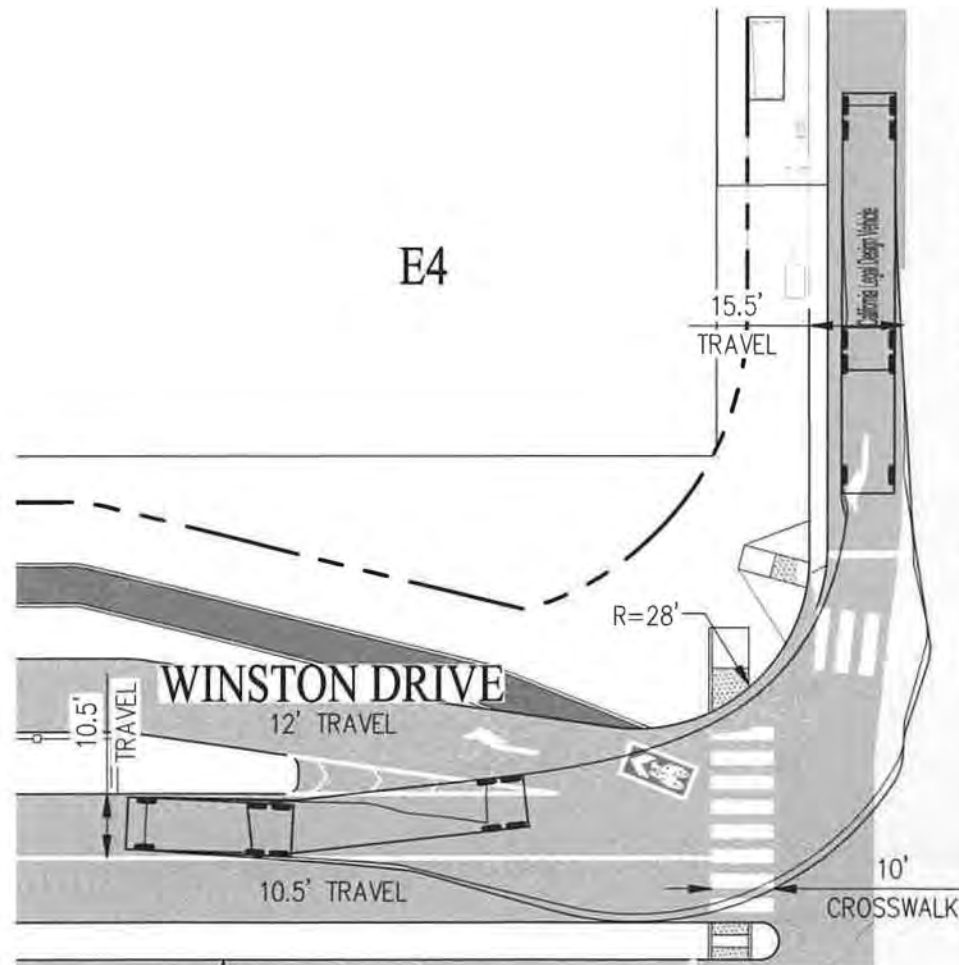


Figure E3.4 Winston Drive @ 19th Avenue SB-WB (CA 65)

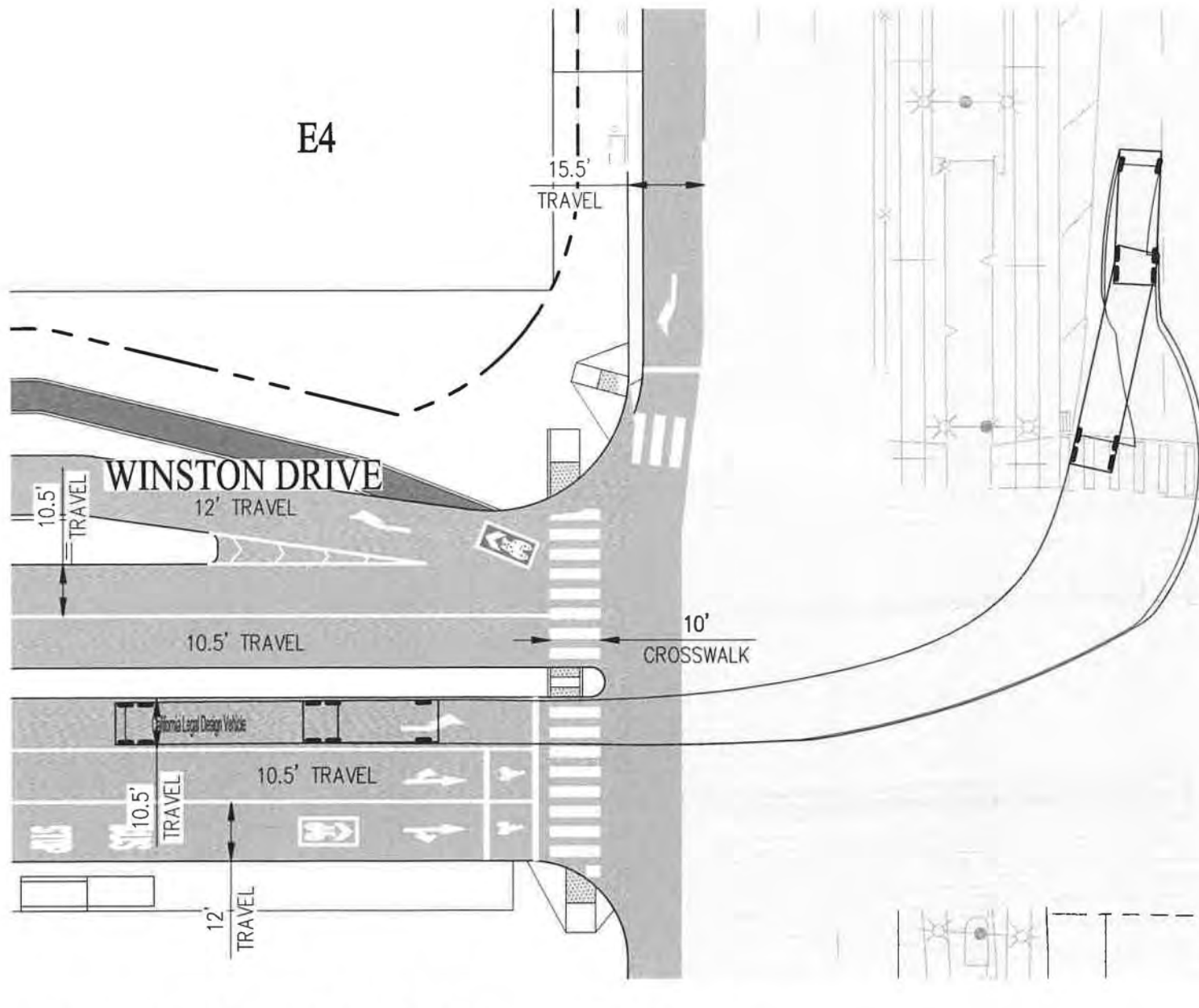


Figure E3.5 Winston Drive @ 19th Avenue EB-NB (CA 65)

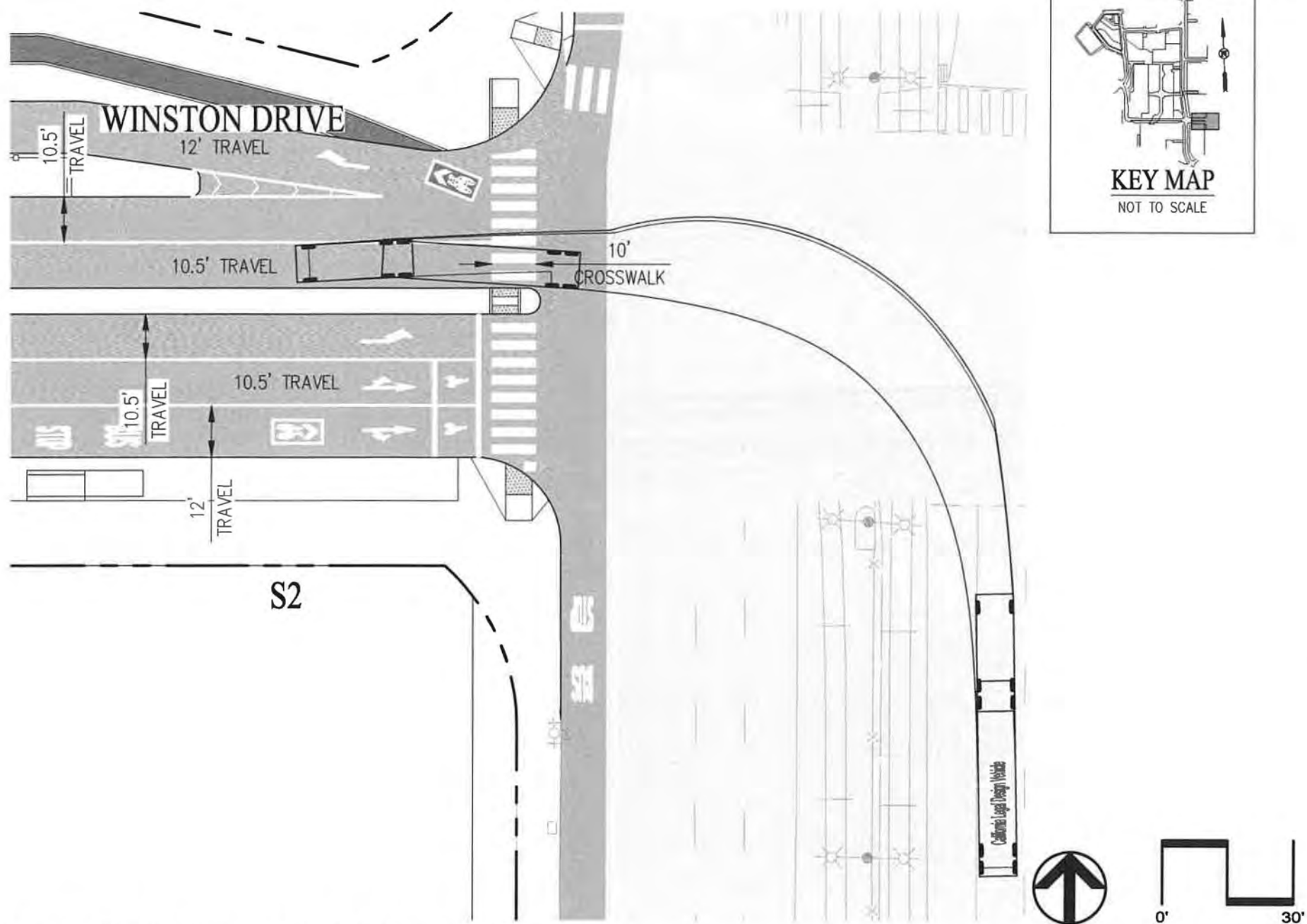


Figure E3.6 Winston Drive @ 19th Avenue NB-WB (CA 65)

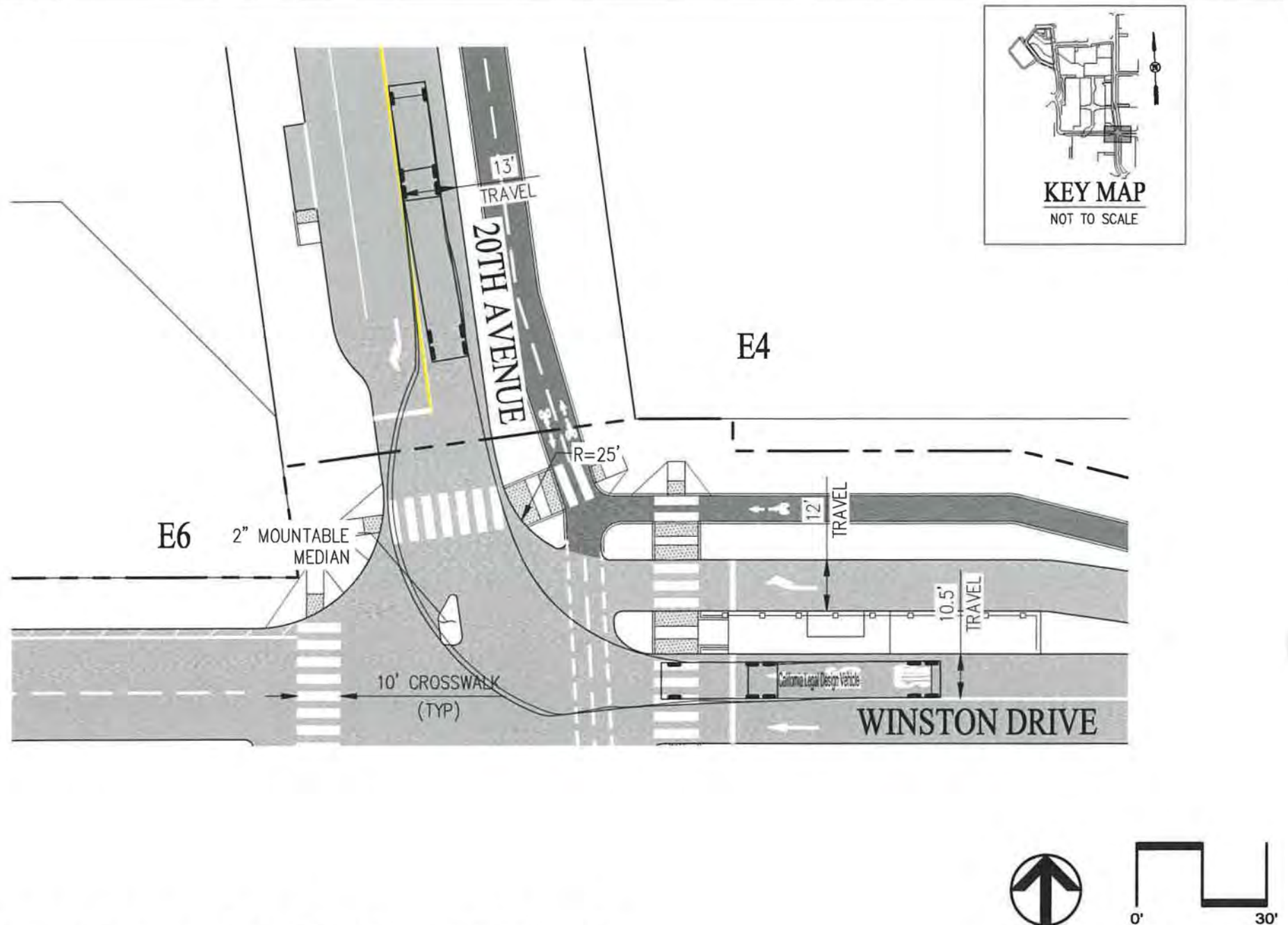


Figure E3.7 Winston Drive @ 20th Avenue WB-NB (CA 65)

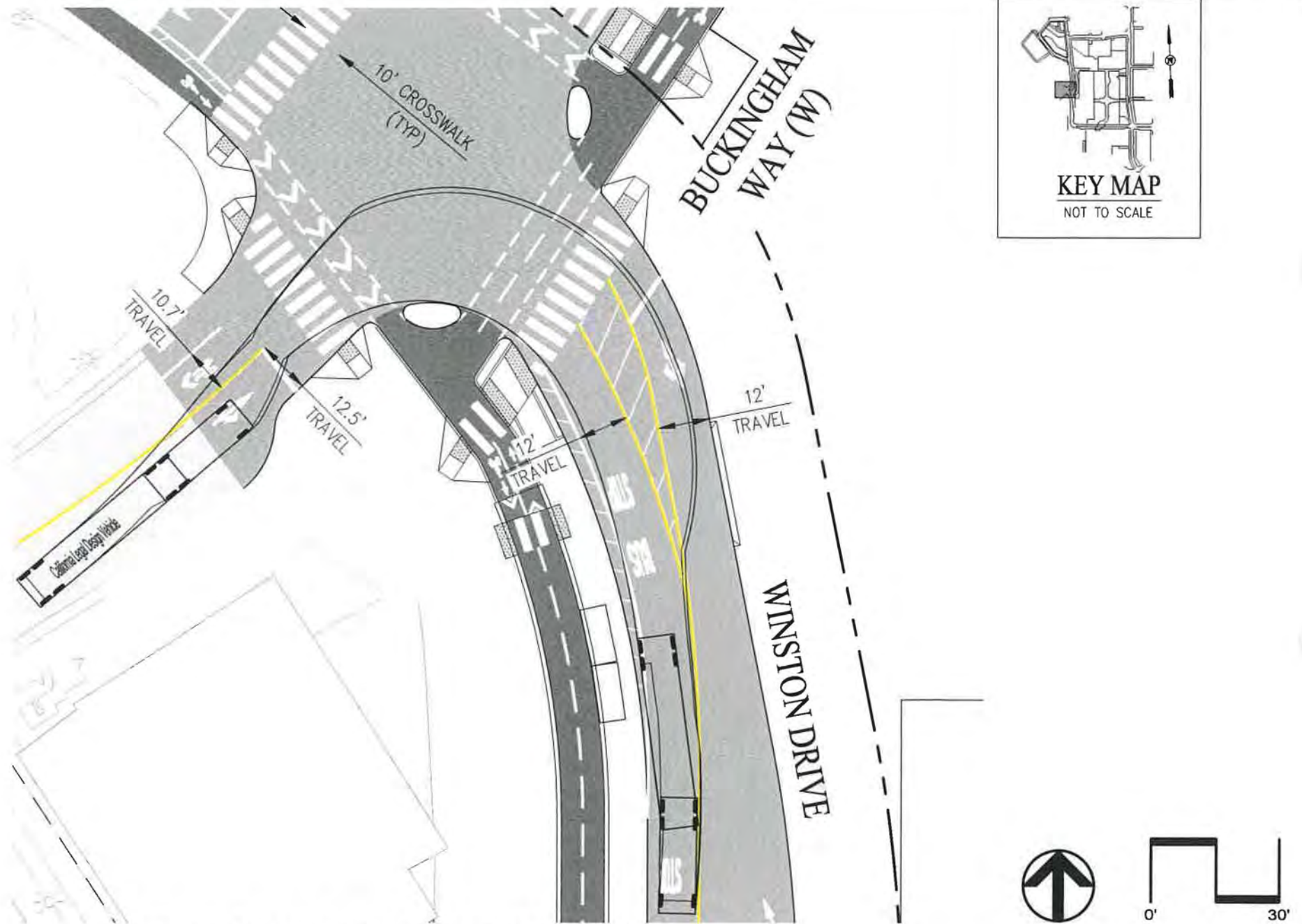


Figure E3.8 Winston Drive @ Buckingham Way (W) NB-EB (CA 65)

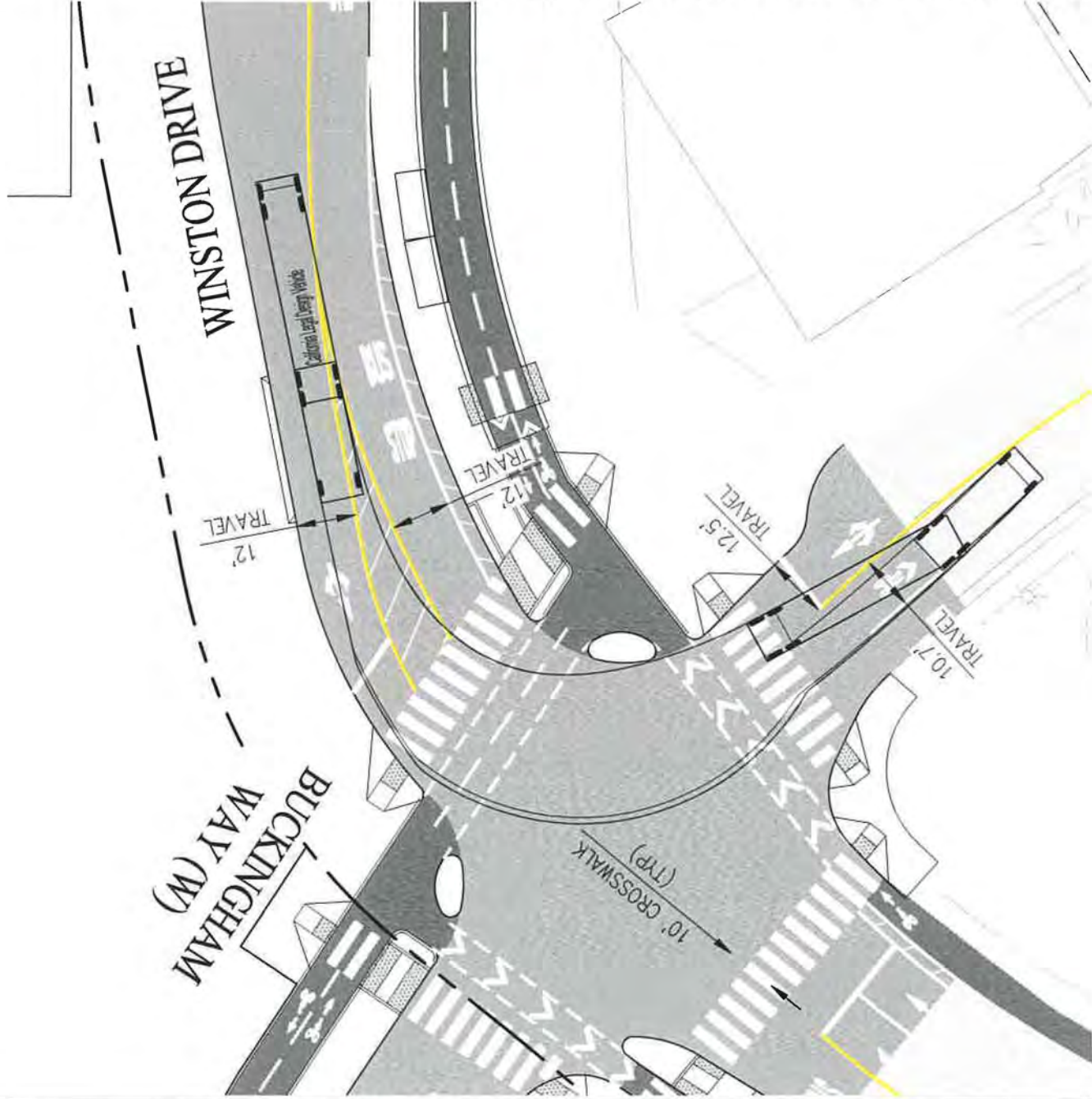
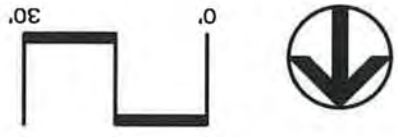


Figure E3.9 Winston Drive @ Buckingham Way (W) WB-SB (CA 65)

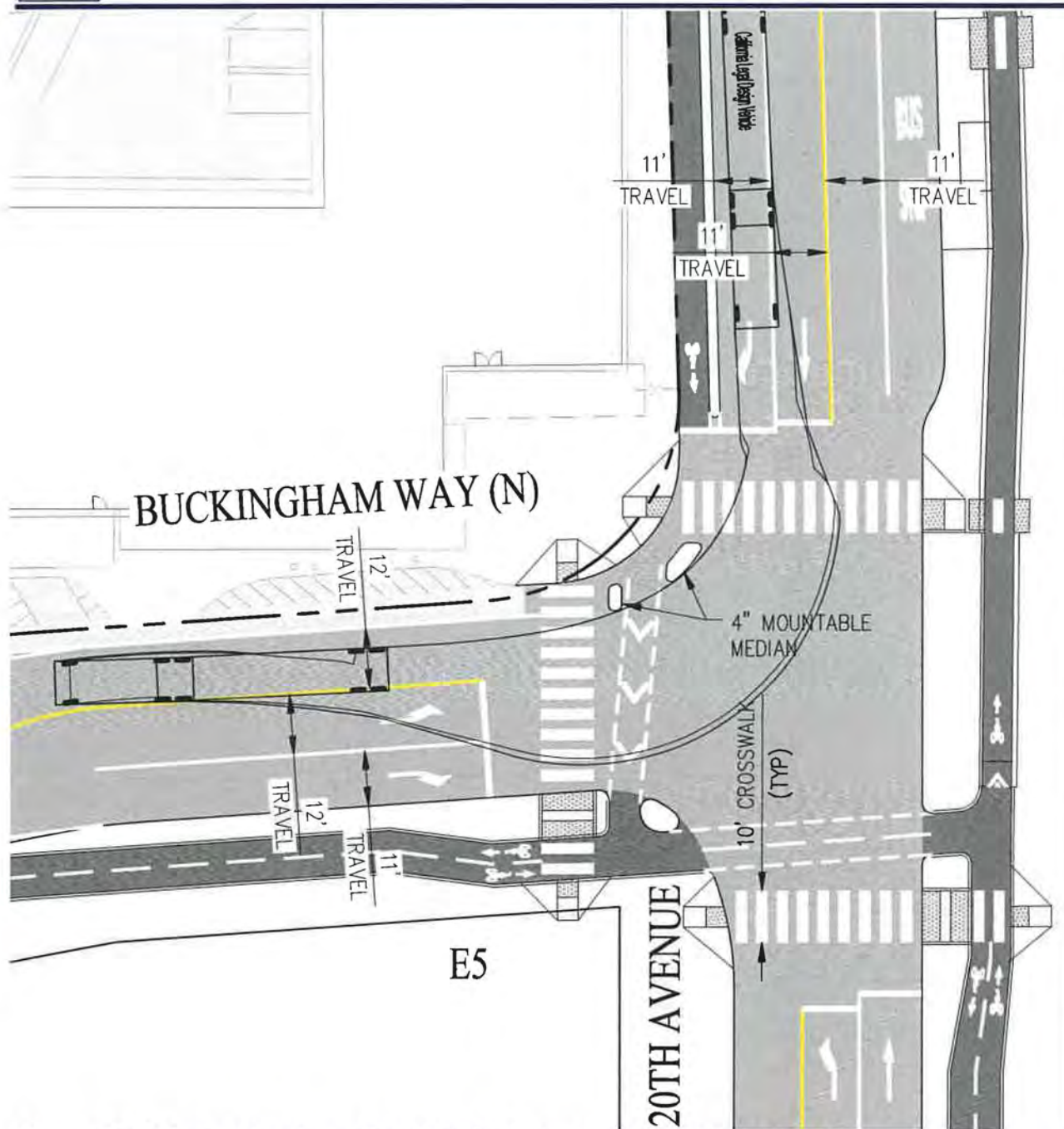


Figure E3.10 Buckingham Way (N) @ 20th Avenue SB-WB (CA 65)

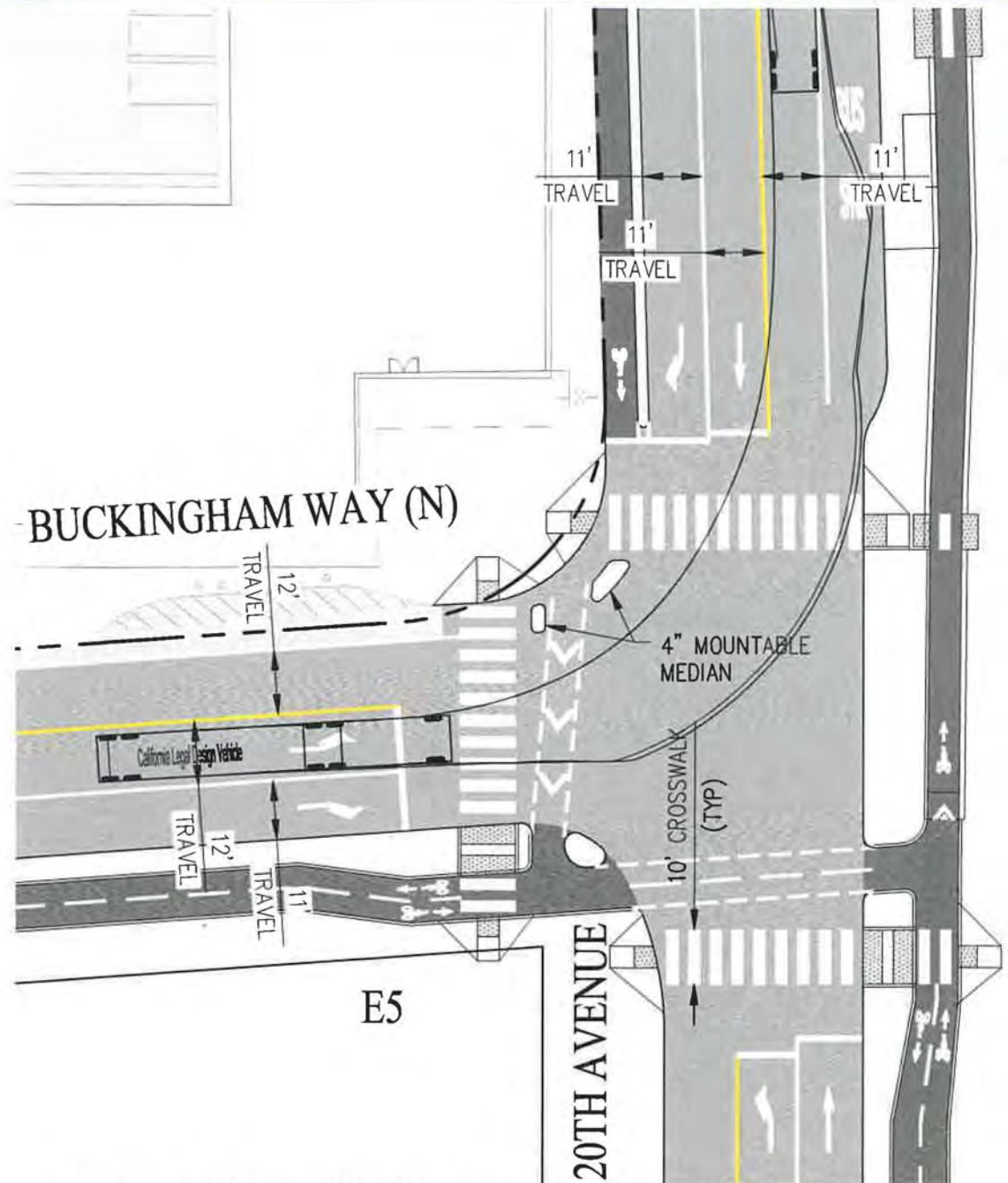
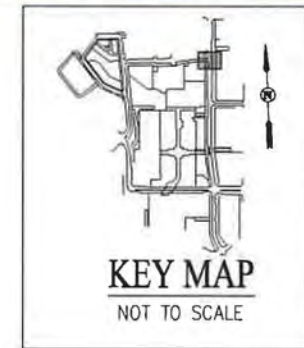


Figure E3.11 Buckingham Way (N) @ 20th Avenue EB-NB (CA 65)

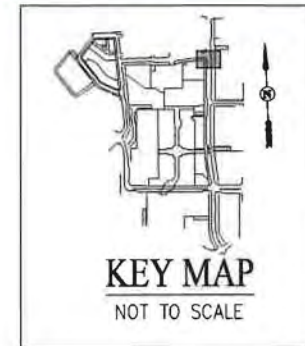
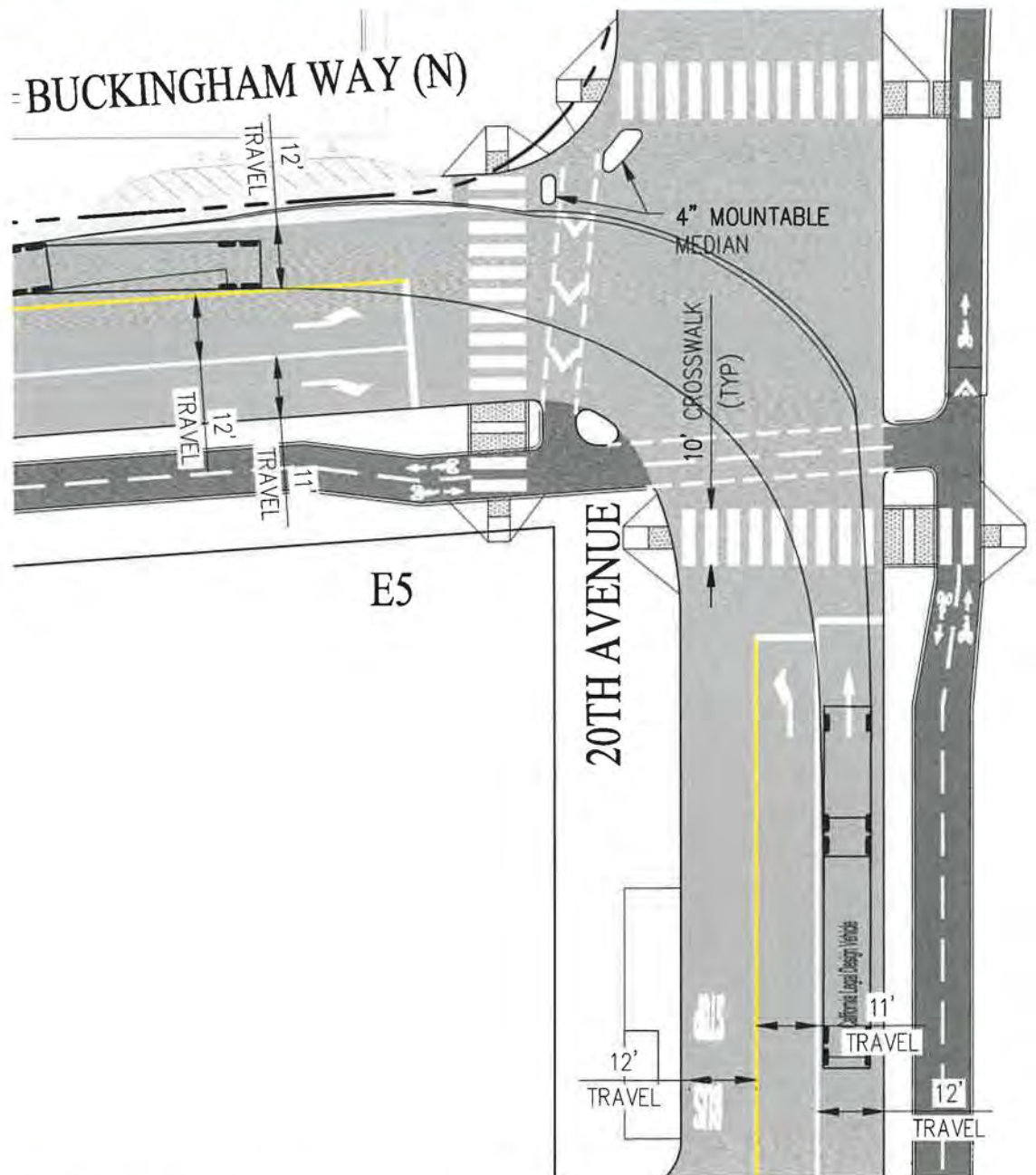


Figure E3.12 Buckingham Way (N) @ 20th Avenue NB-WB (CA 65)

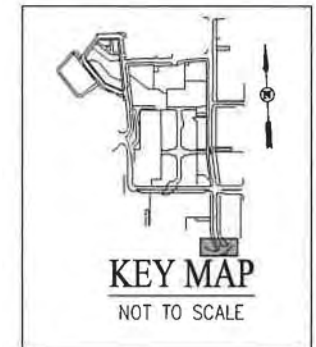
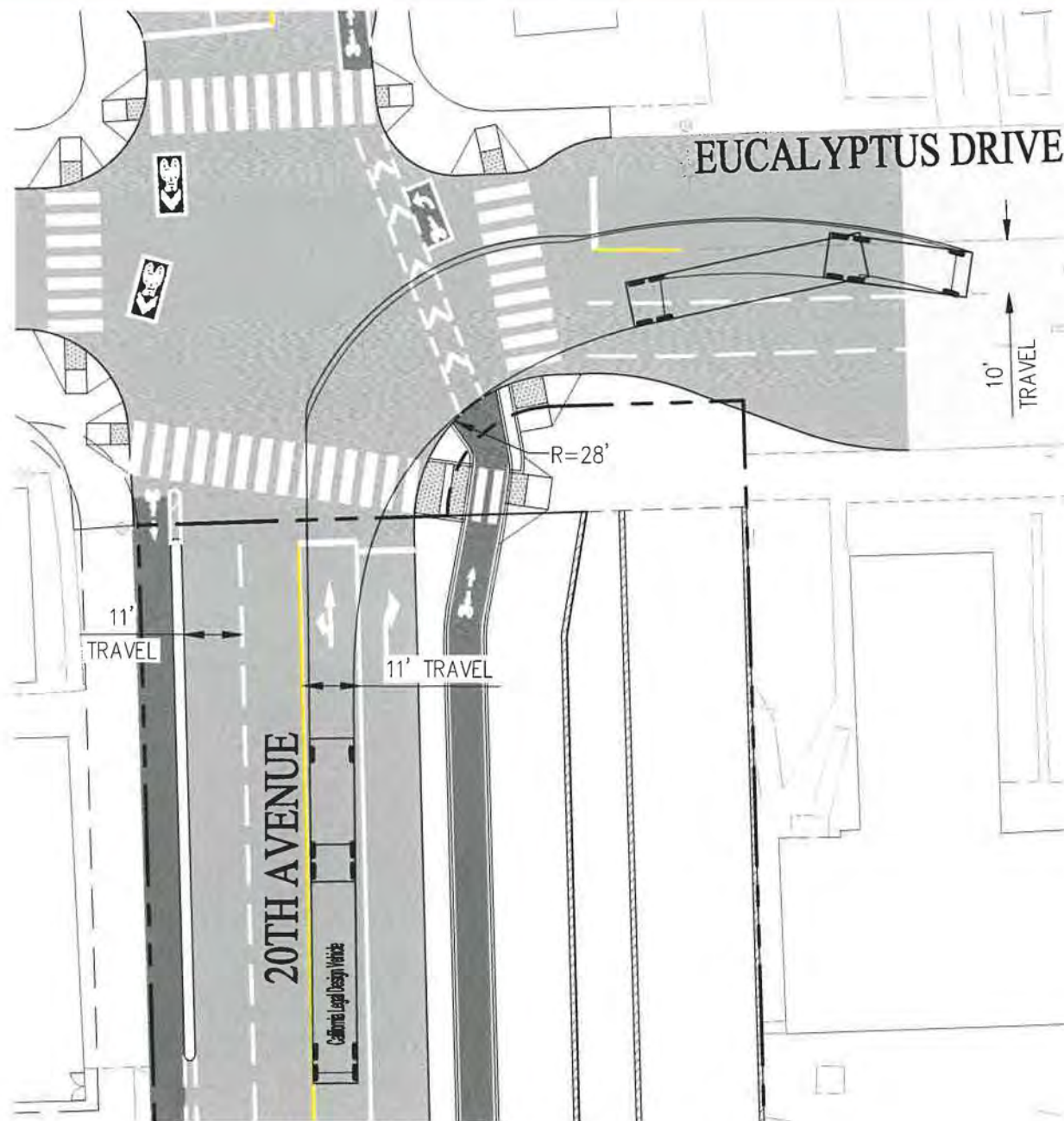


Figure E3.13 20th Avenue @ Eucalyptus Drive NB-EB (CA 65)

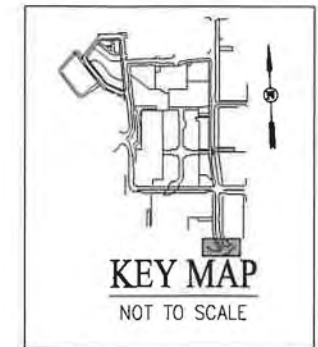
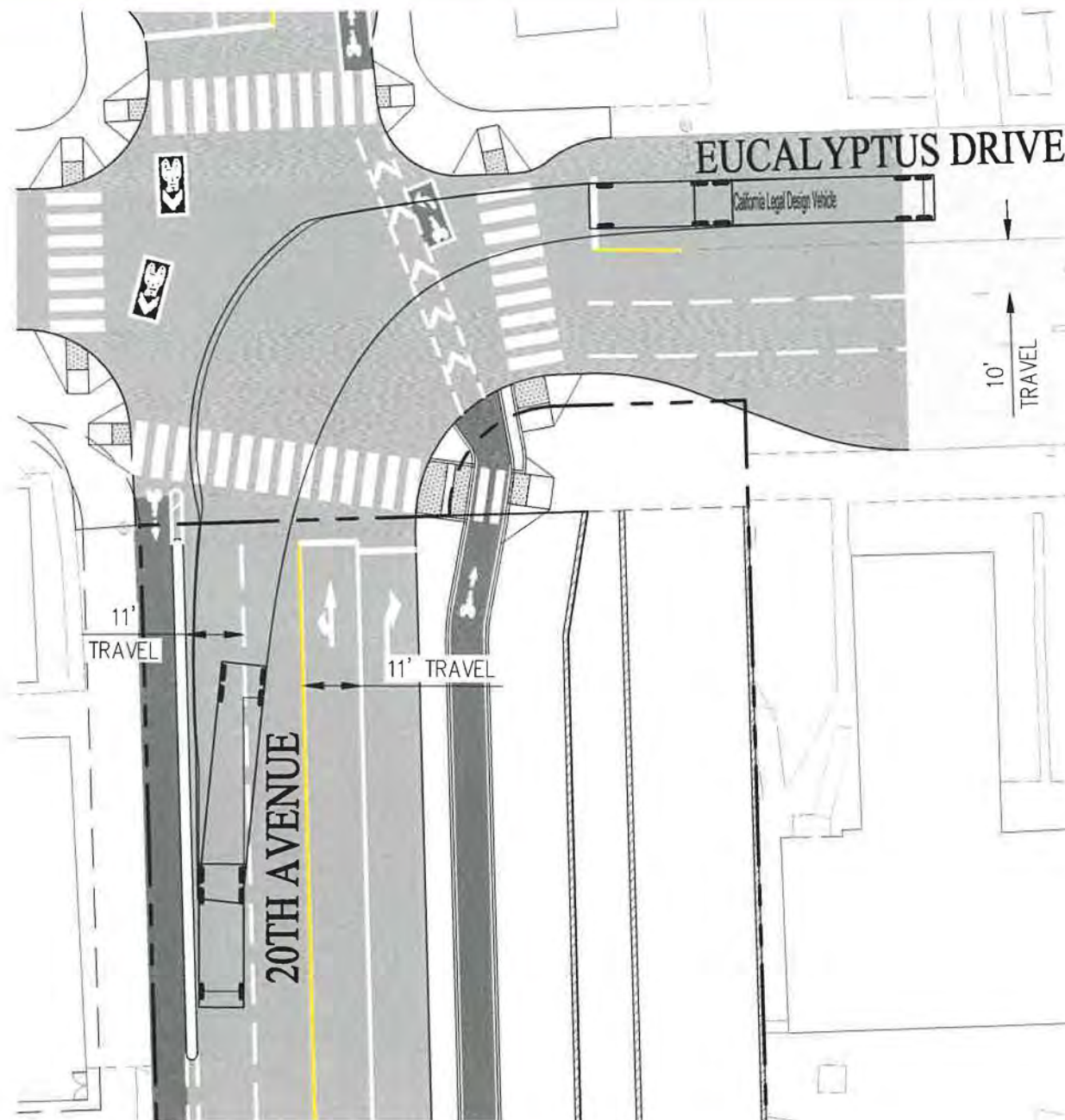


Figure E3.14 20th Avenue @ Eucalyptus Drive WB-SB (CA 65)

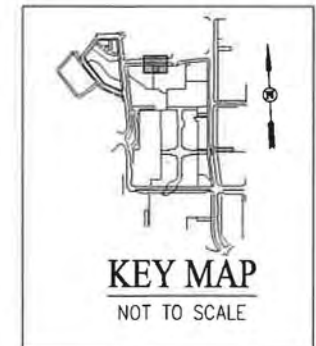
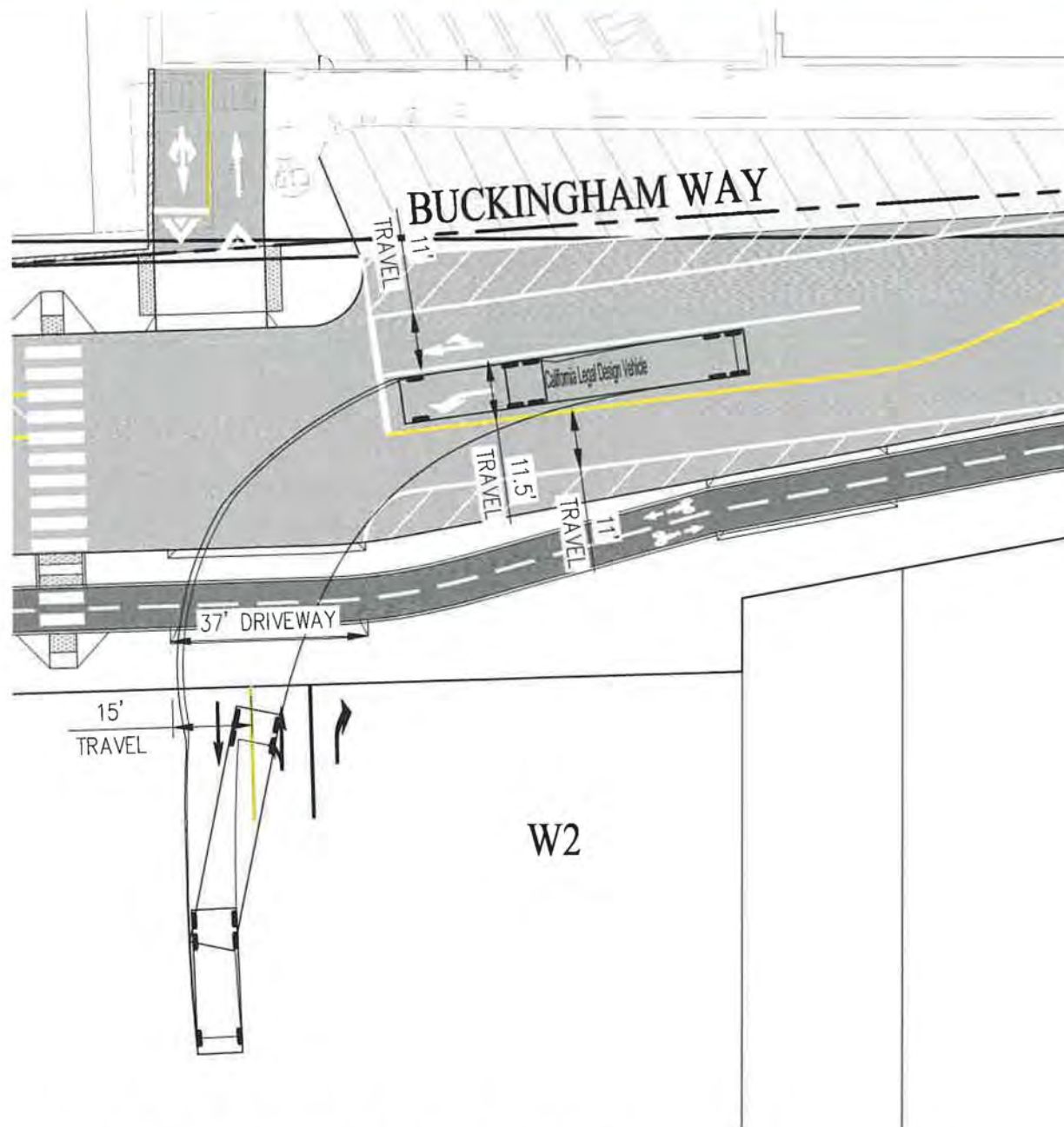


Figure E3.15 Buckingham Way (N) @ W2 WB-SB (CA-65)

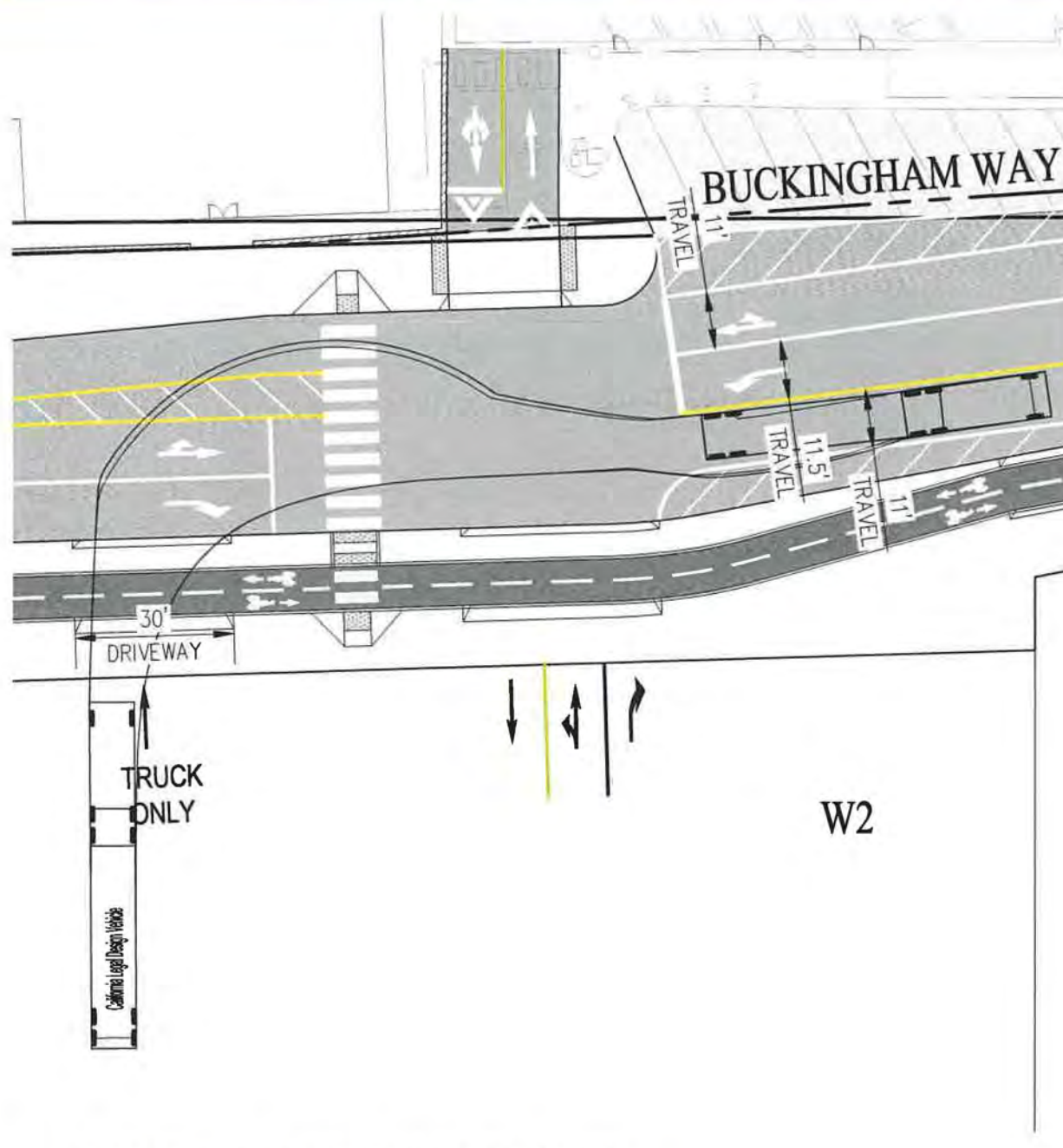


Figure E3.16 Buckingham Way (N) @ W2 NB-EB (CA-65)

Appendix F

Emergency Vehicle Turning Movements

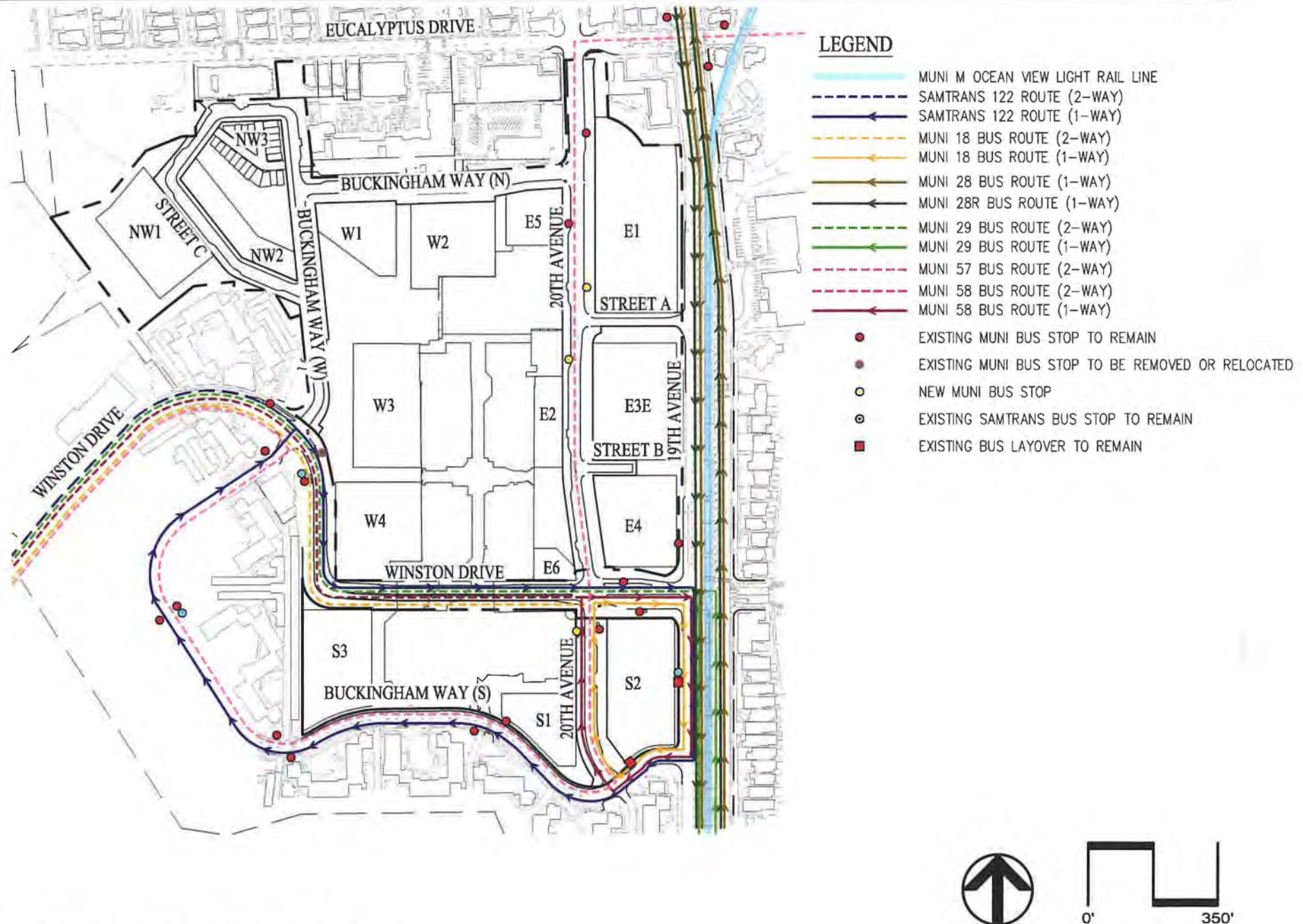


Figure F1.0 Bus & Shuttle Vehicle Route

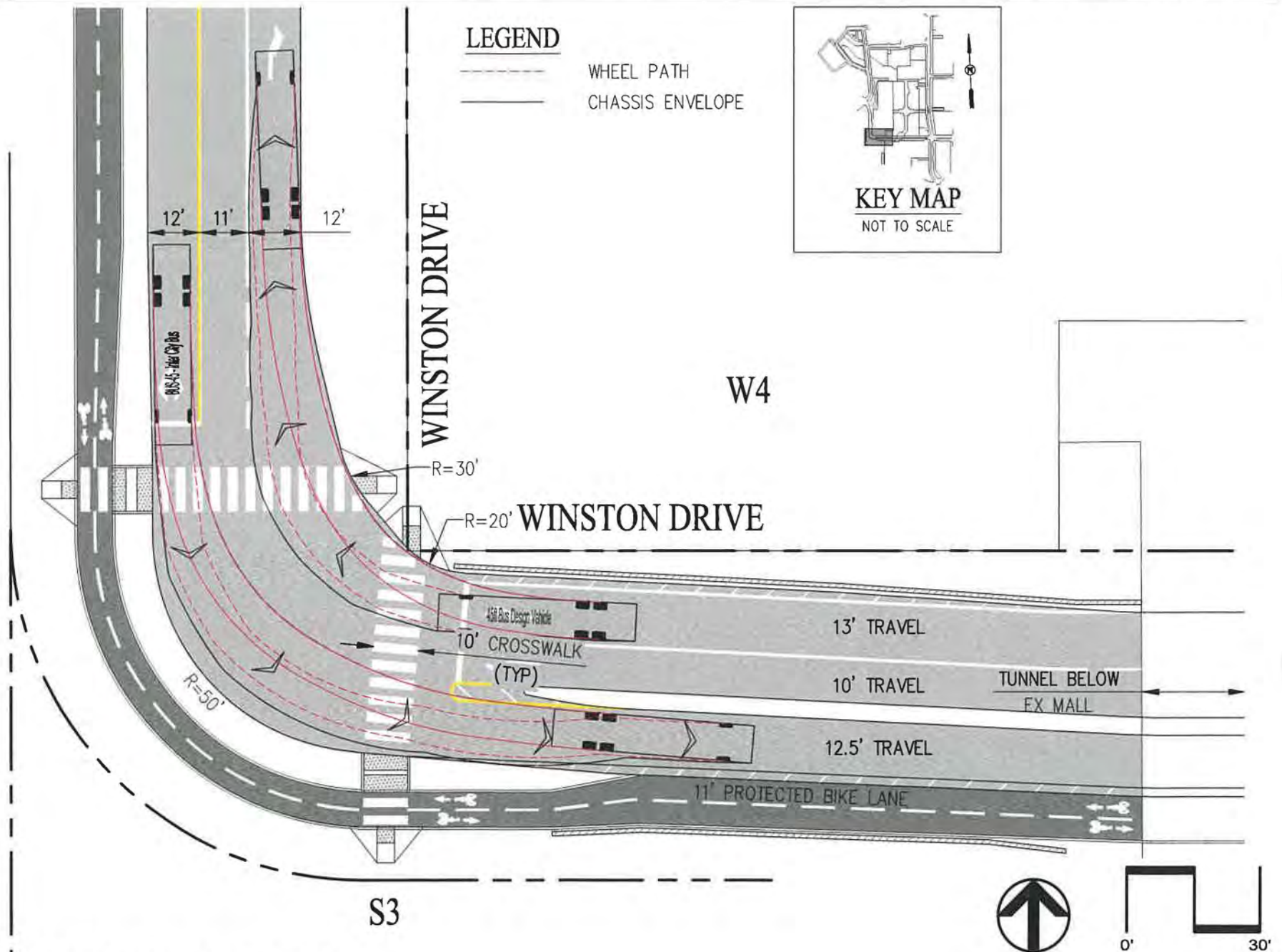


Figure F1.1 Winston Drive (Bus 45)

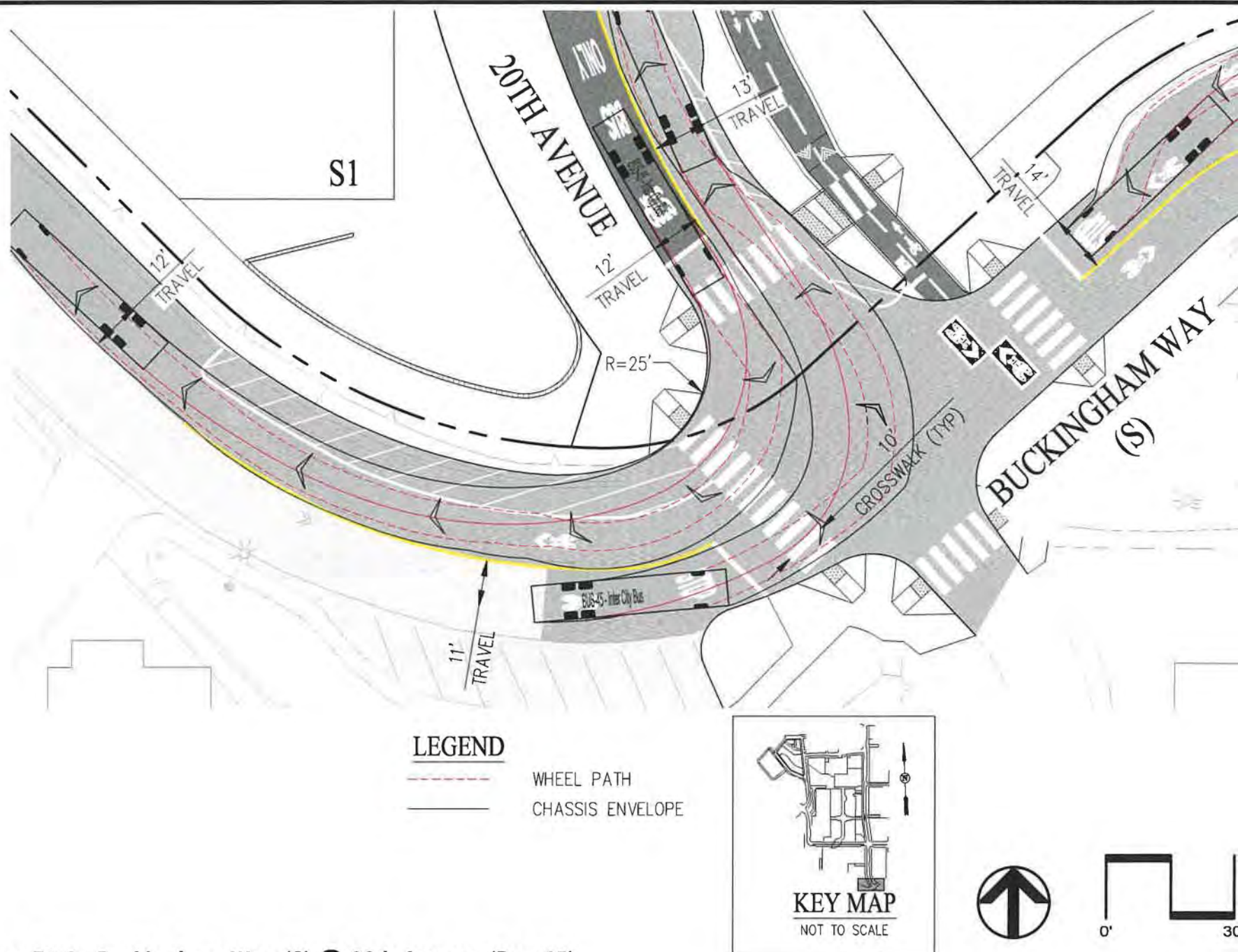
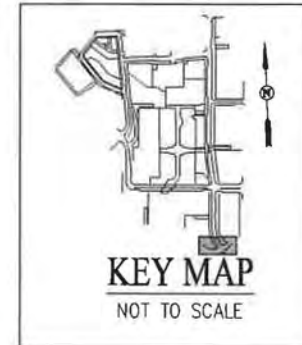
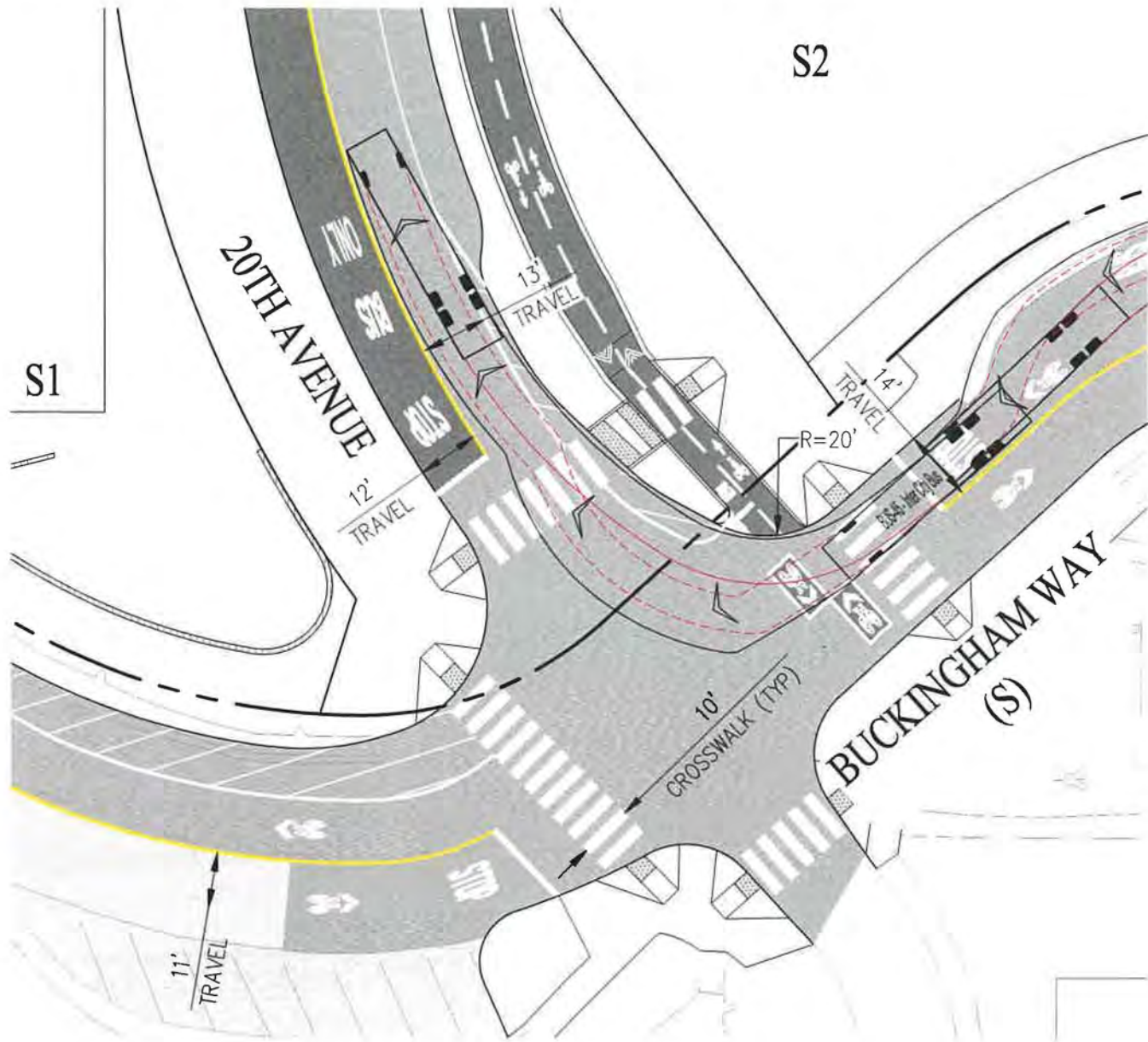


Figure F1.2 Buckingham Way (S) @ 20th Avenue (Bus 45)



LEGEND

- WHEEL PATH
- CHASSIS ENVELOPE



Figure F1.3 Buckingham Way (S) @ 20th Avenue WB-NB (Bus 45)

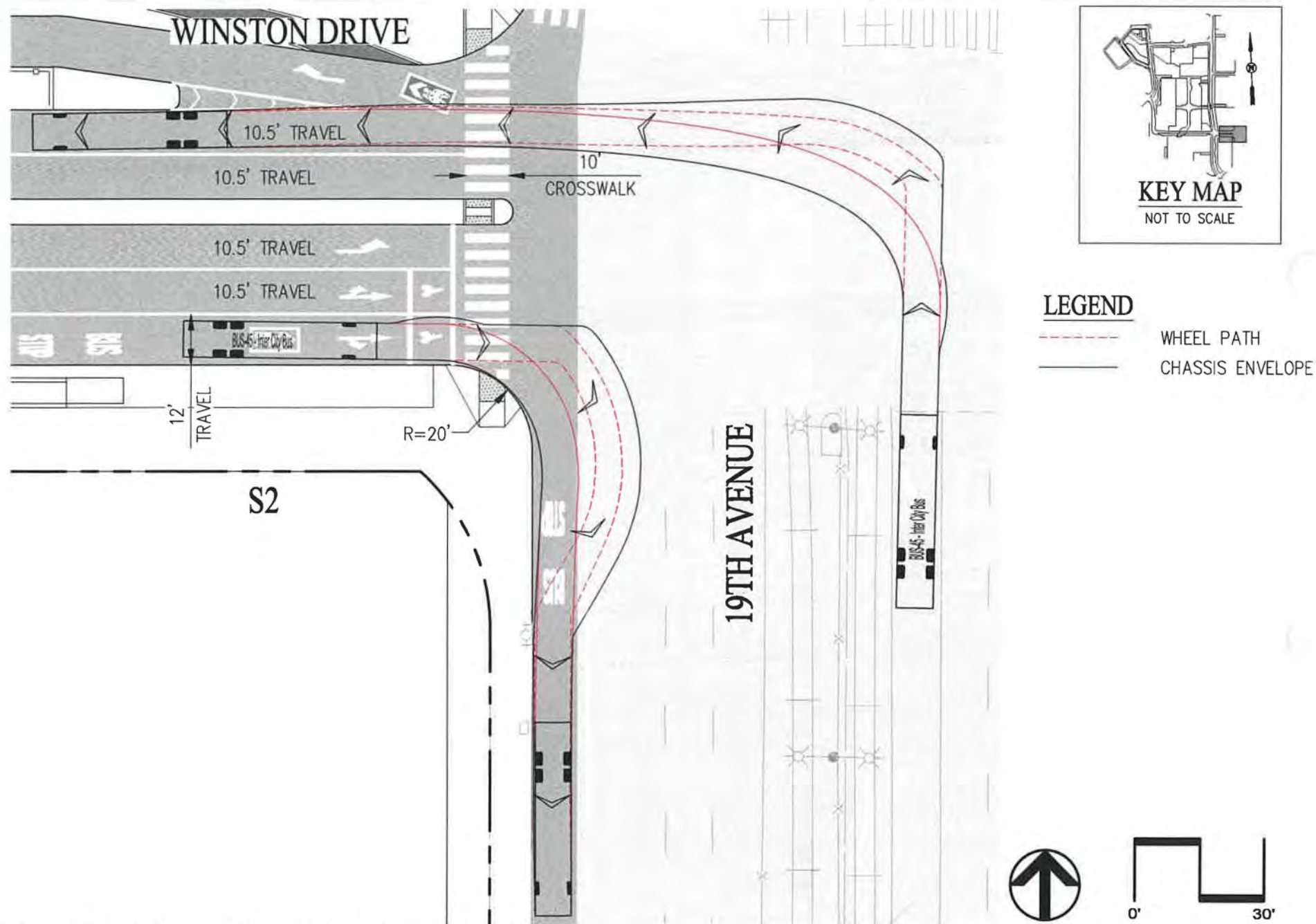
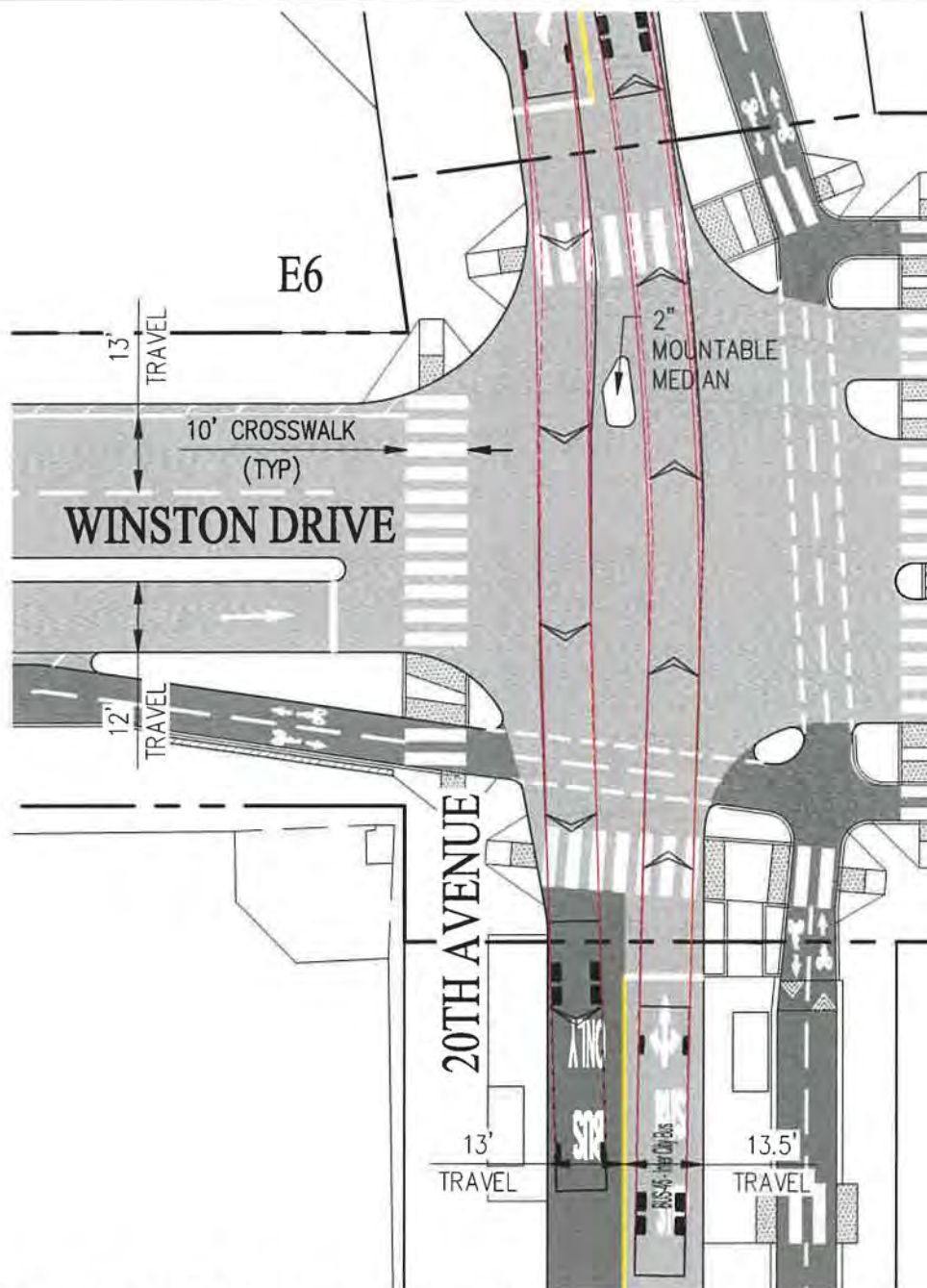


Figure F1.4 Winston Drive @ 19th Avenue (Bus 45)



LEGEND

- WHEEL PATH
- CHASSIS ENVELOPE

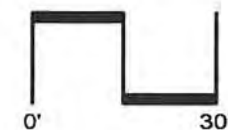


Figure F1.5 Winston Drive @ 20th Avenue (Bus 45)

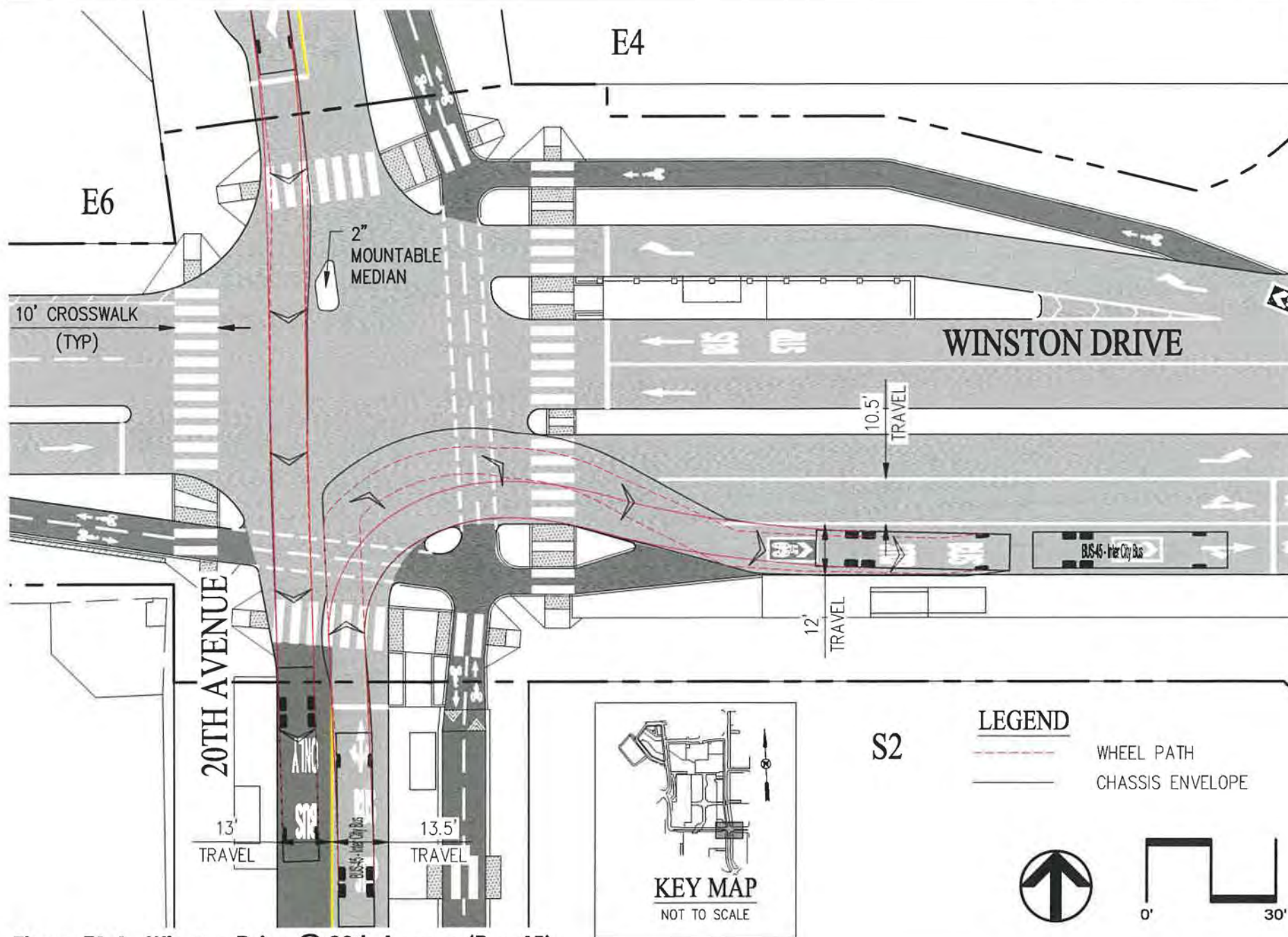
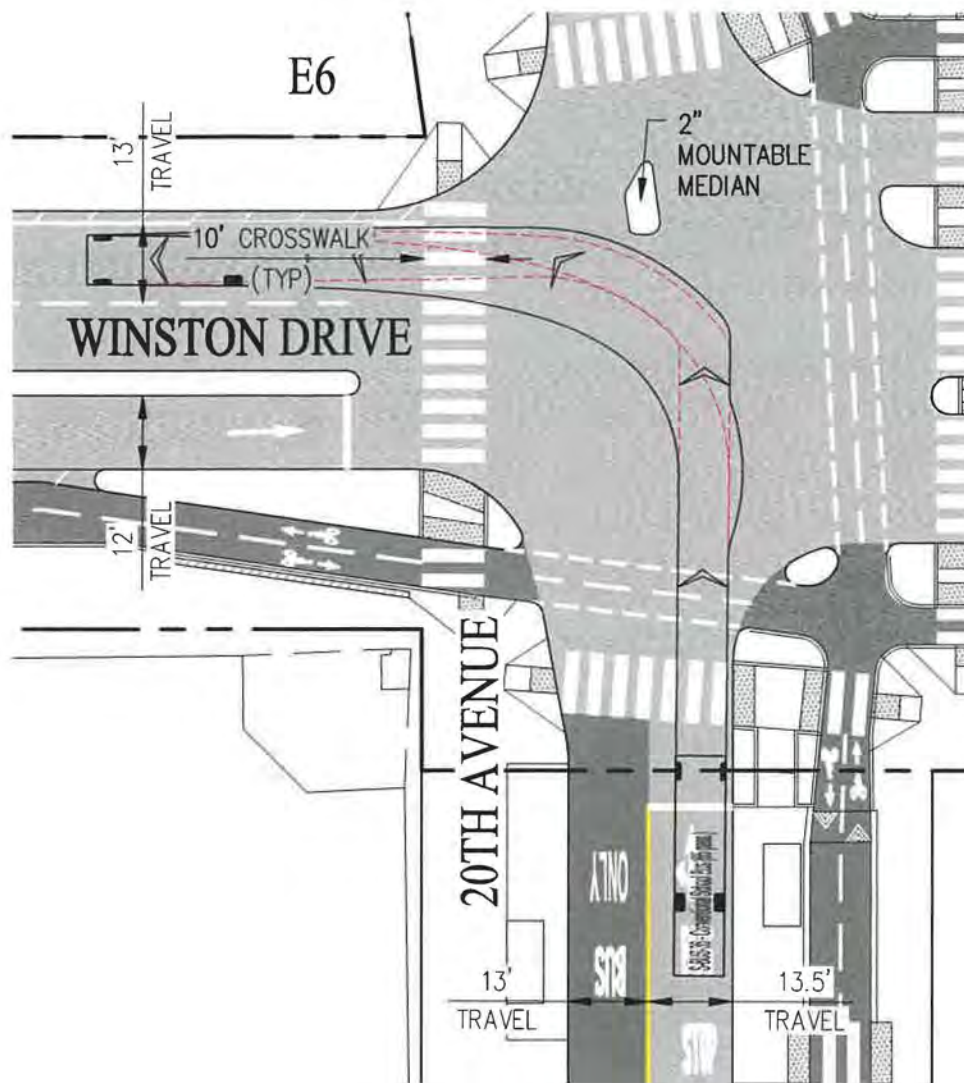


Figure F1.6 Winston Drive @ 20th Avenue (Bus 45)



LEGEND

- WHEEL PATH
- CHASSIS ENVELOPE



Figure F1.7 Winston Drive @ 20th Avenue (Bus 45)

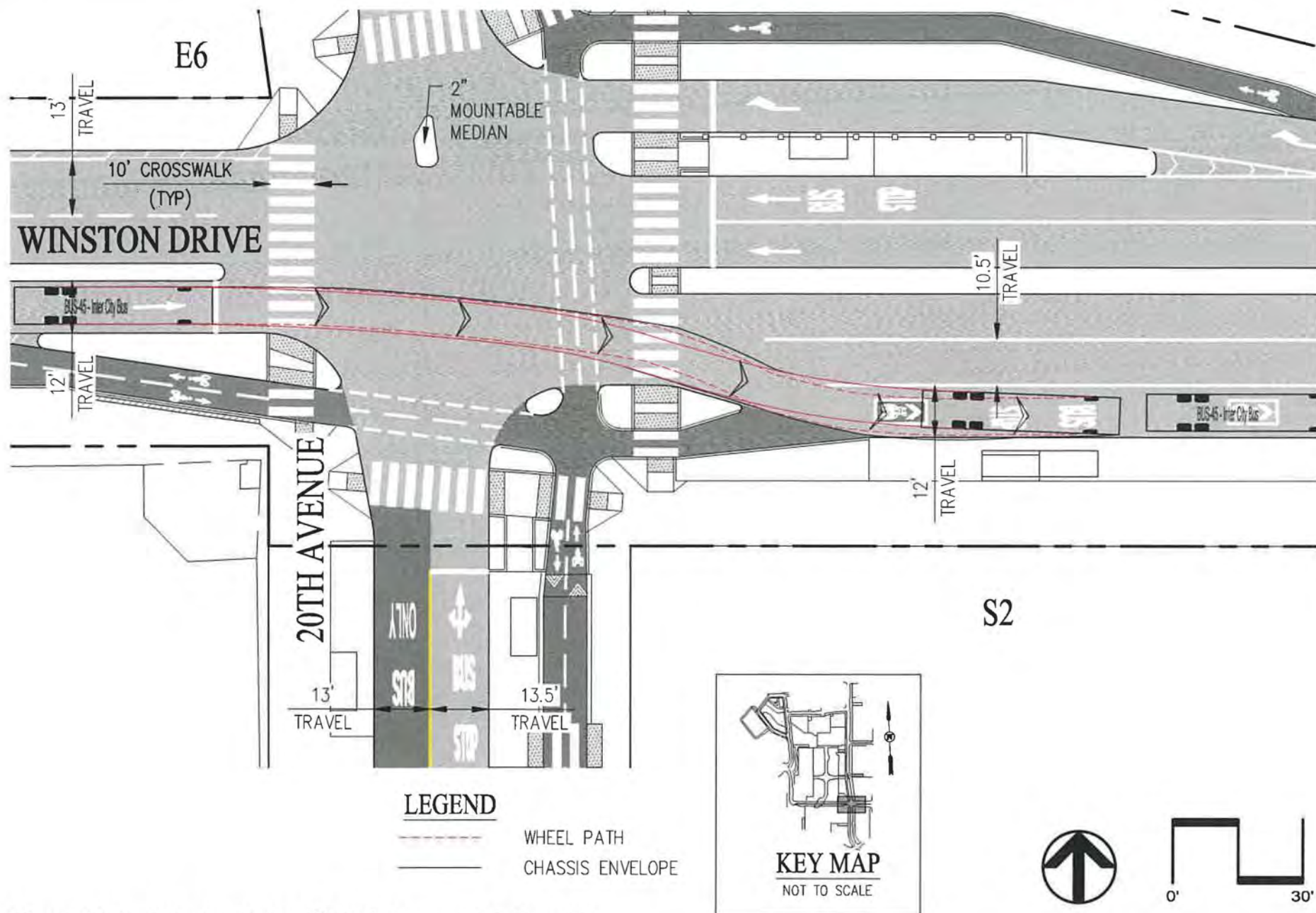
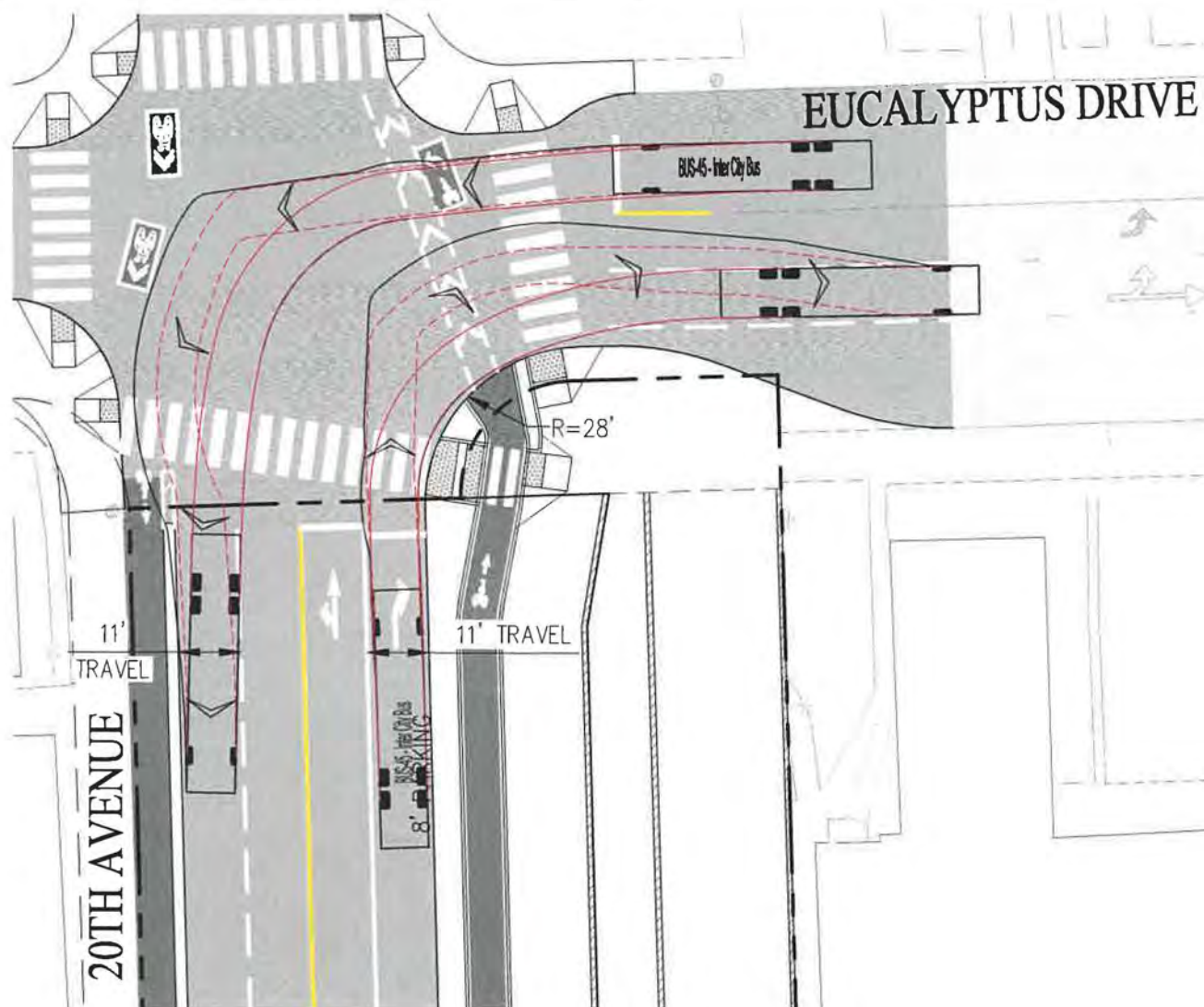


Figure F1.8 Winston Drive @ 20th Avenue EB (Bus 45)



LEGEND

- WHEEL PATH
- CHASSIS ENVELOPE

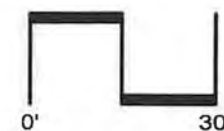


Figure F1.9 20th Avenue @ Eucalyptus Drive (Bus 45)

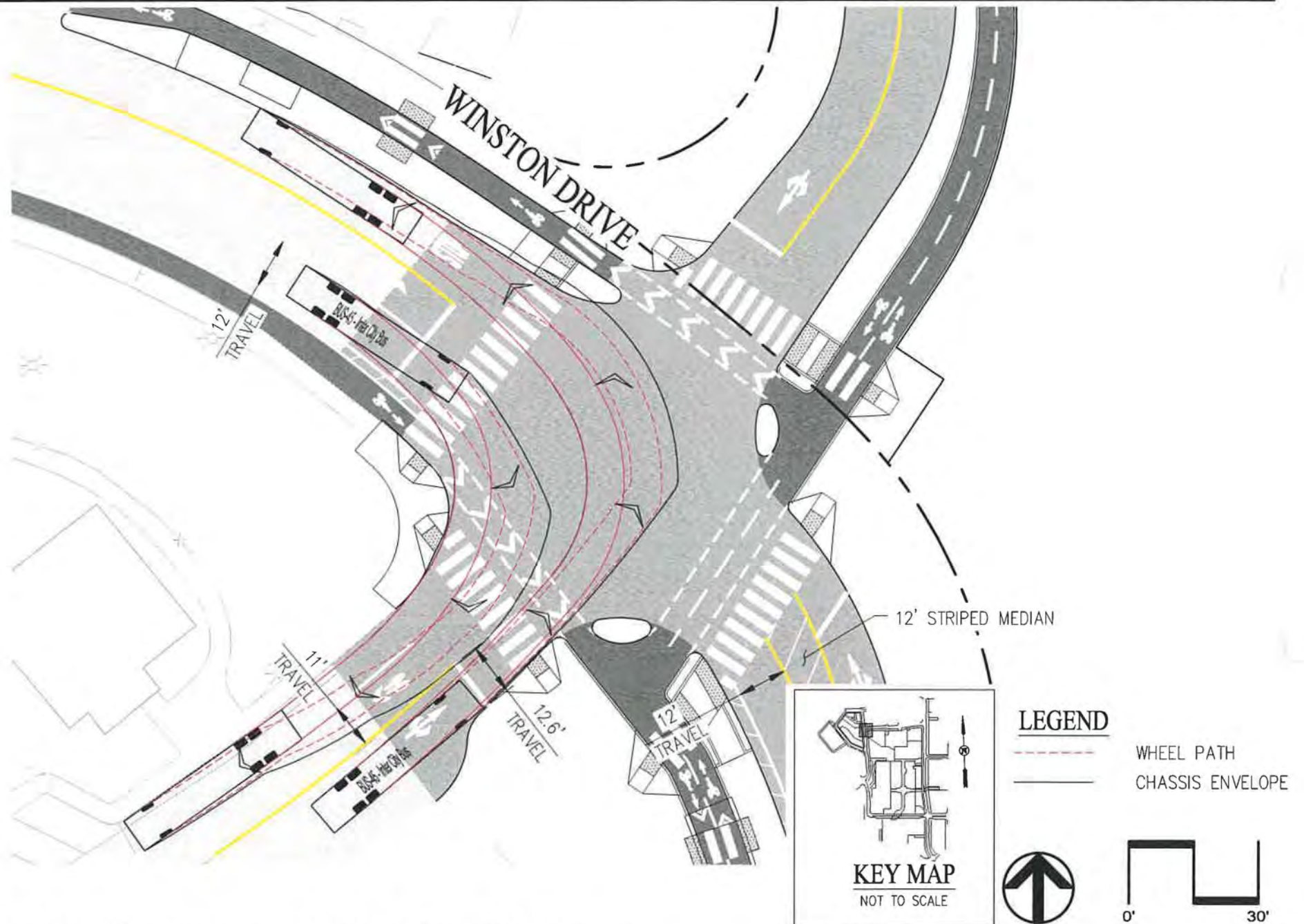


Figure F1.10 Buckingham Way (W) @ Winston Drive (Bus 45)

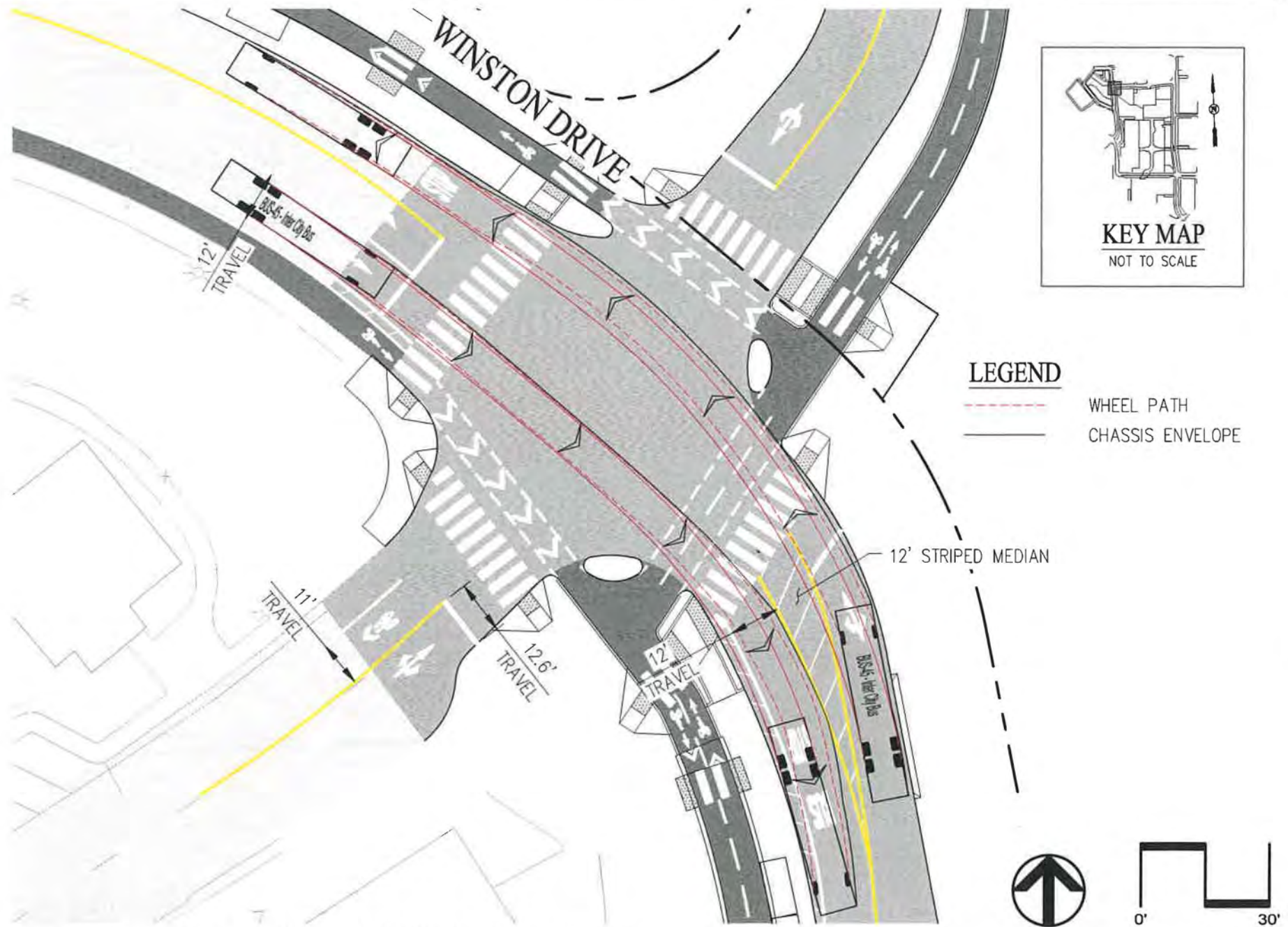


Figure F1.11 Buckingham Way (W) @ Winston Drive (Bus 45)

Appendix G

Transit Turning Movements

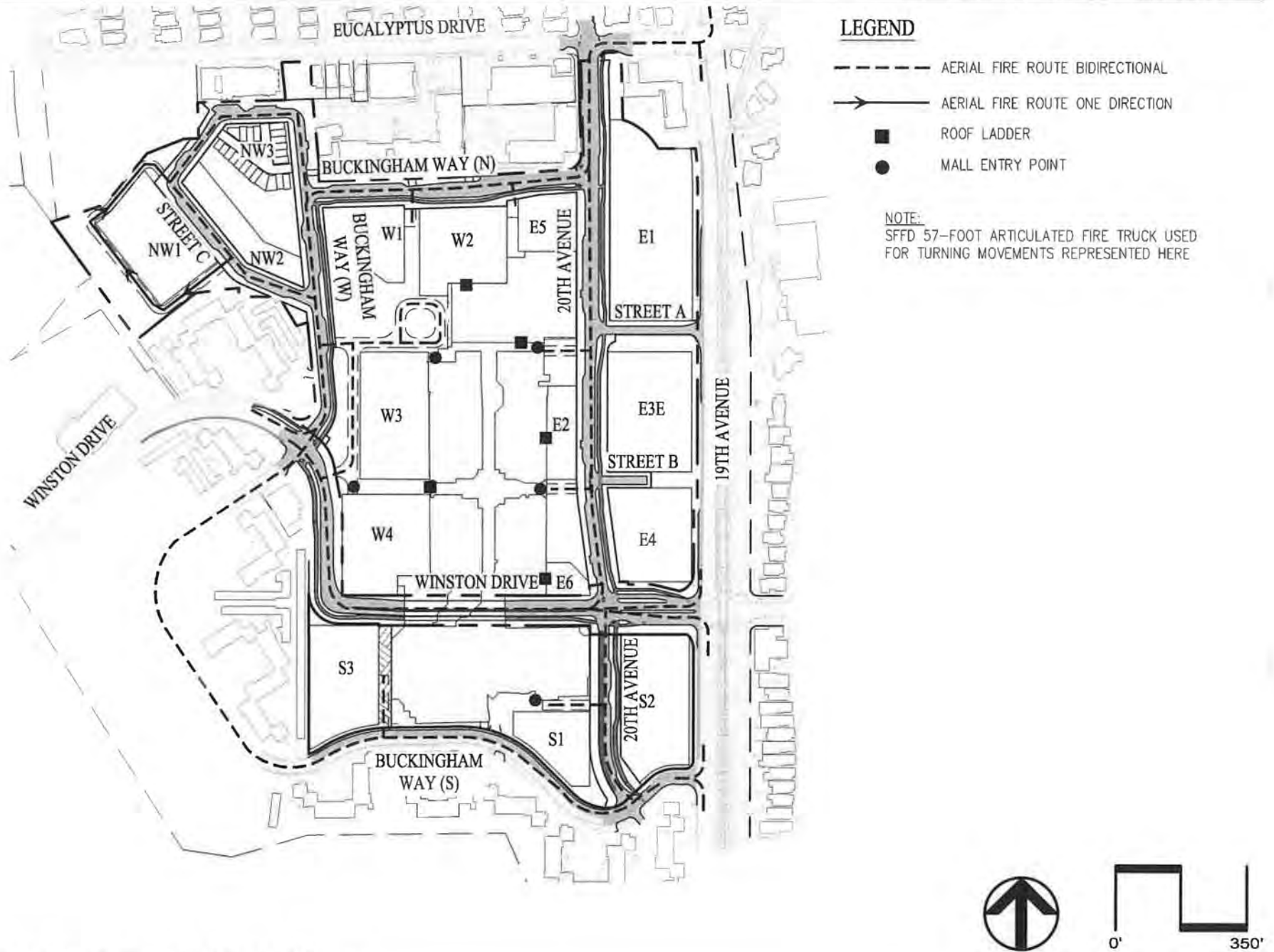


Figure G1.0 Aerial Fire Vehicle Route

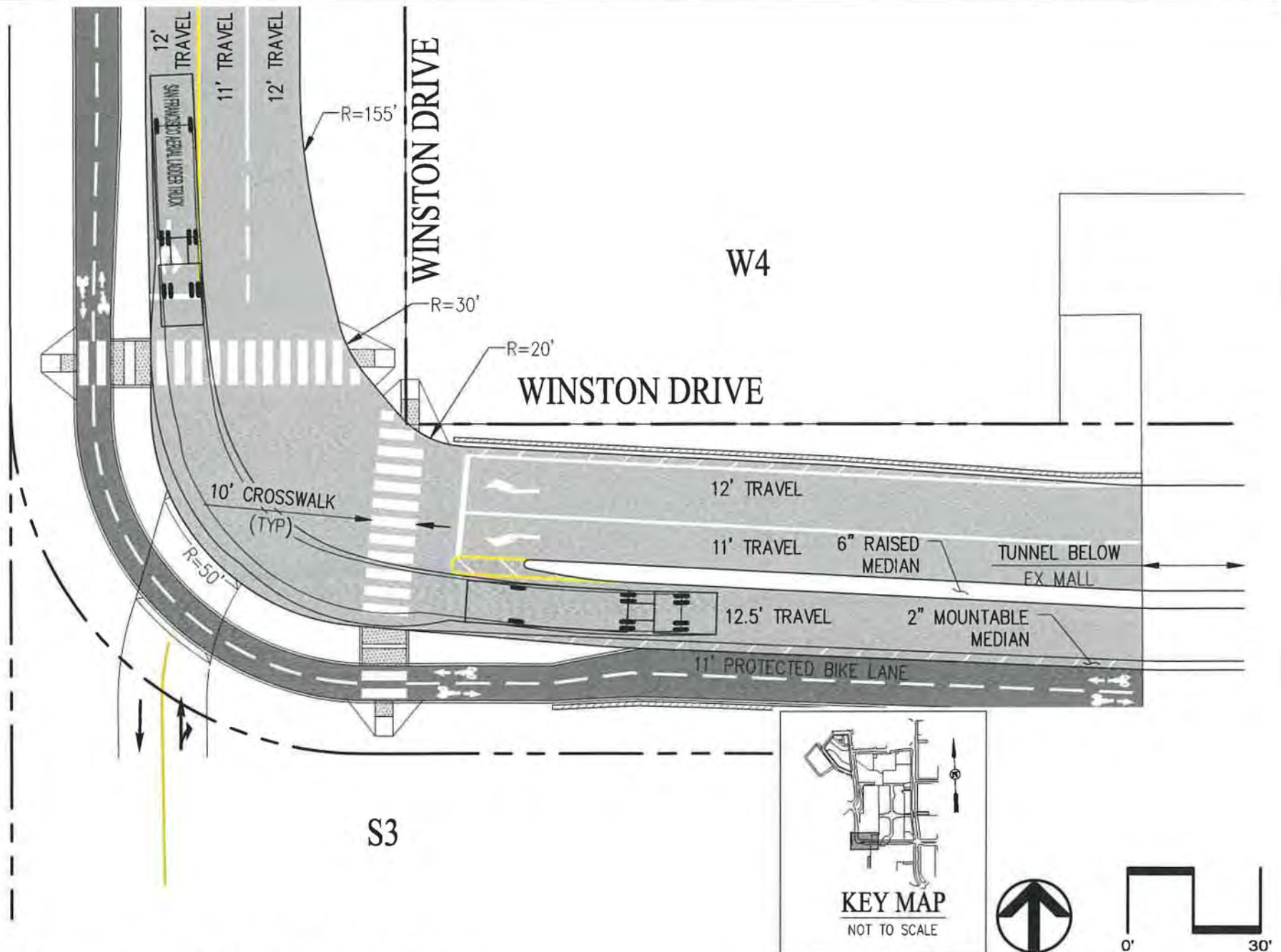


Figure G1.1 Winston Drive SB-EB (Aerial Fire)

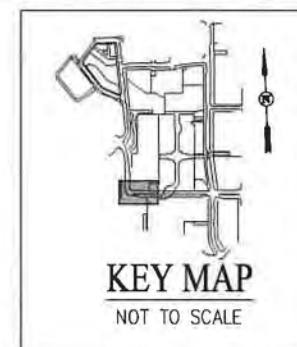


Figure G1.2 Winston Drive WB-NB (Aerial Fire)

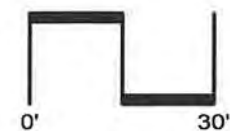


Figure G1.3 Winston Drive @ Buckingham Way (W) WB-NB (Aerial Fire)

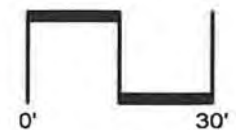
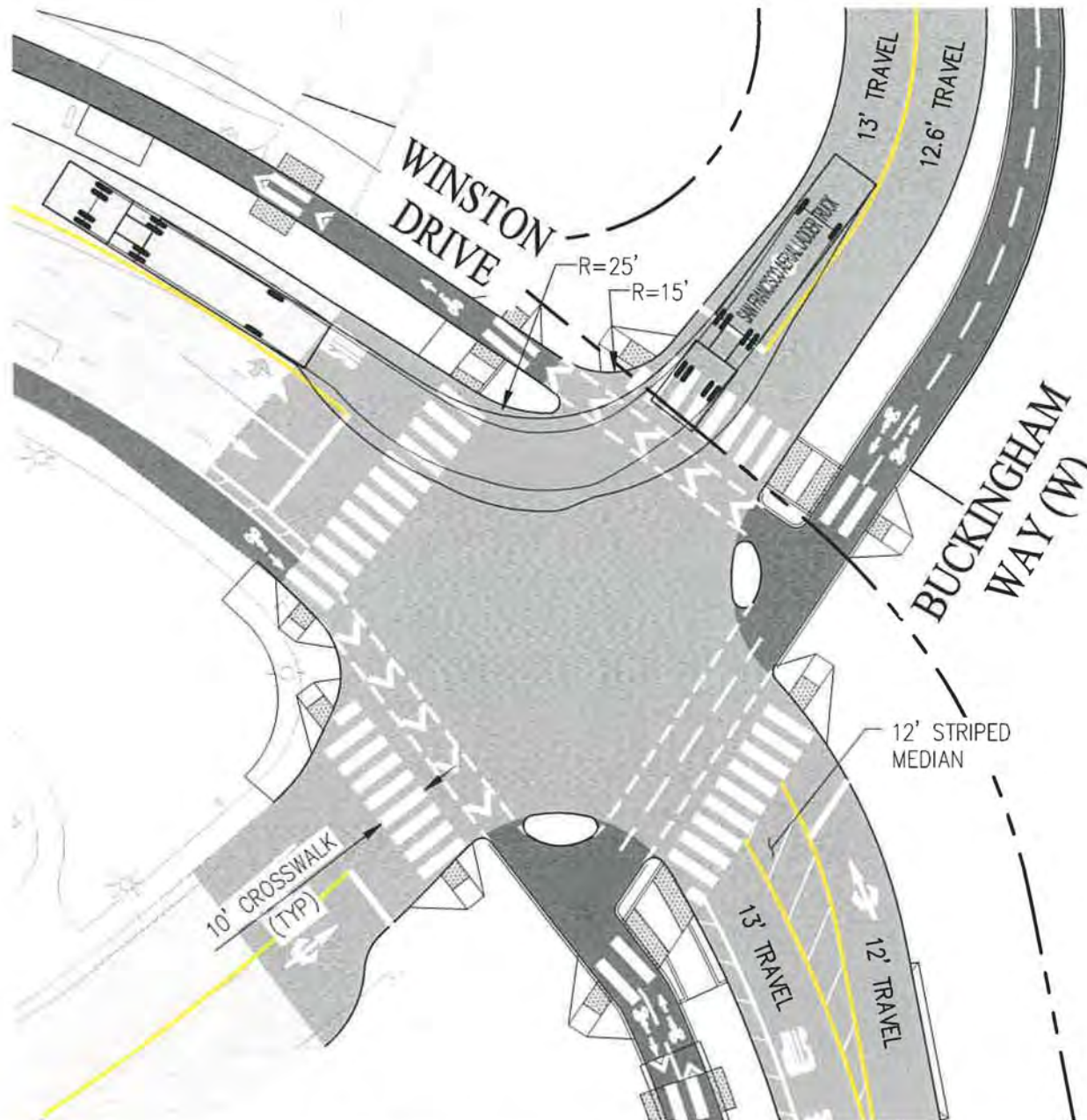
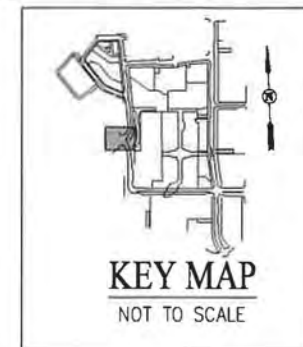


Figure G1.4 Winston Drive @ Buckingham Way (W) SB-WB (Aerial Fire)

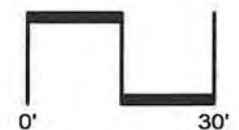


Figure G1.5 Winston Drive @ Buckingham Way (W) EB-NB (Aerial Fire)

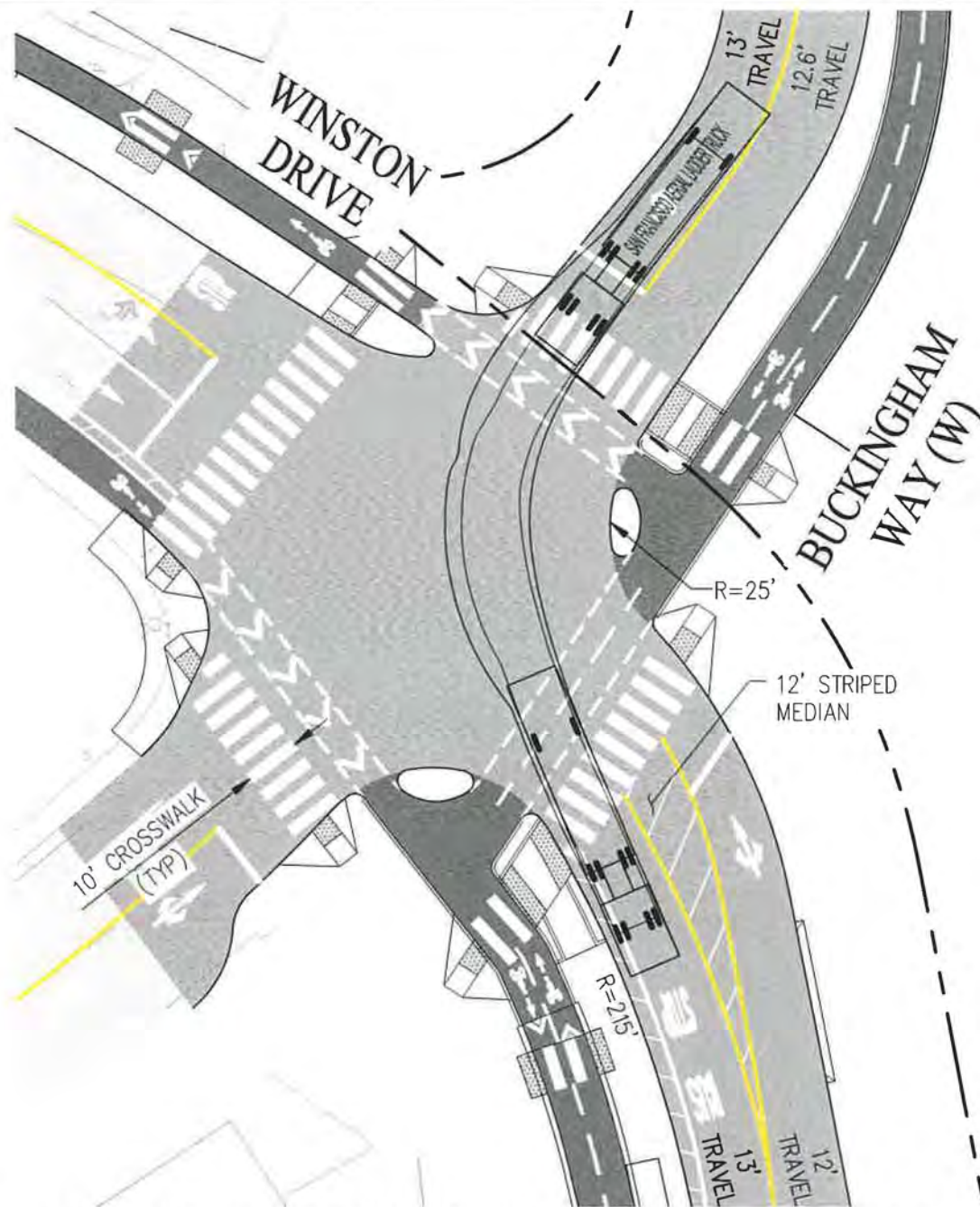
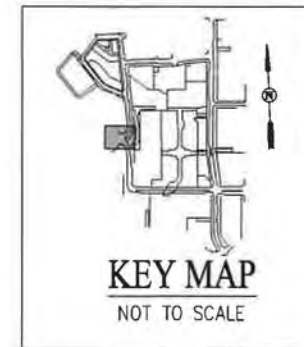


Figure G1.6 Winston Drive @ Buckingham Way (W) SB-EB (Aerial Fire)

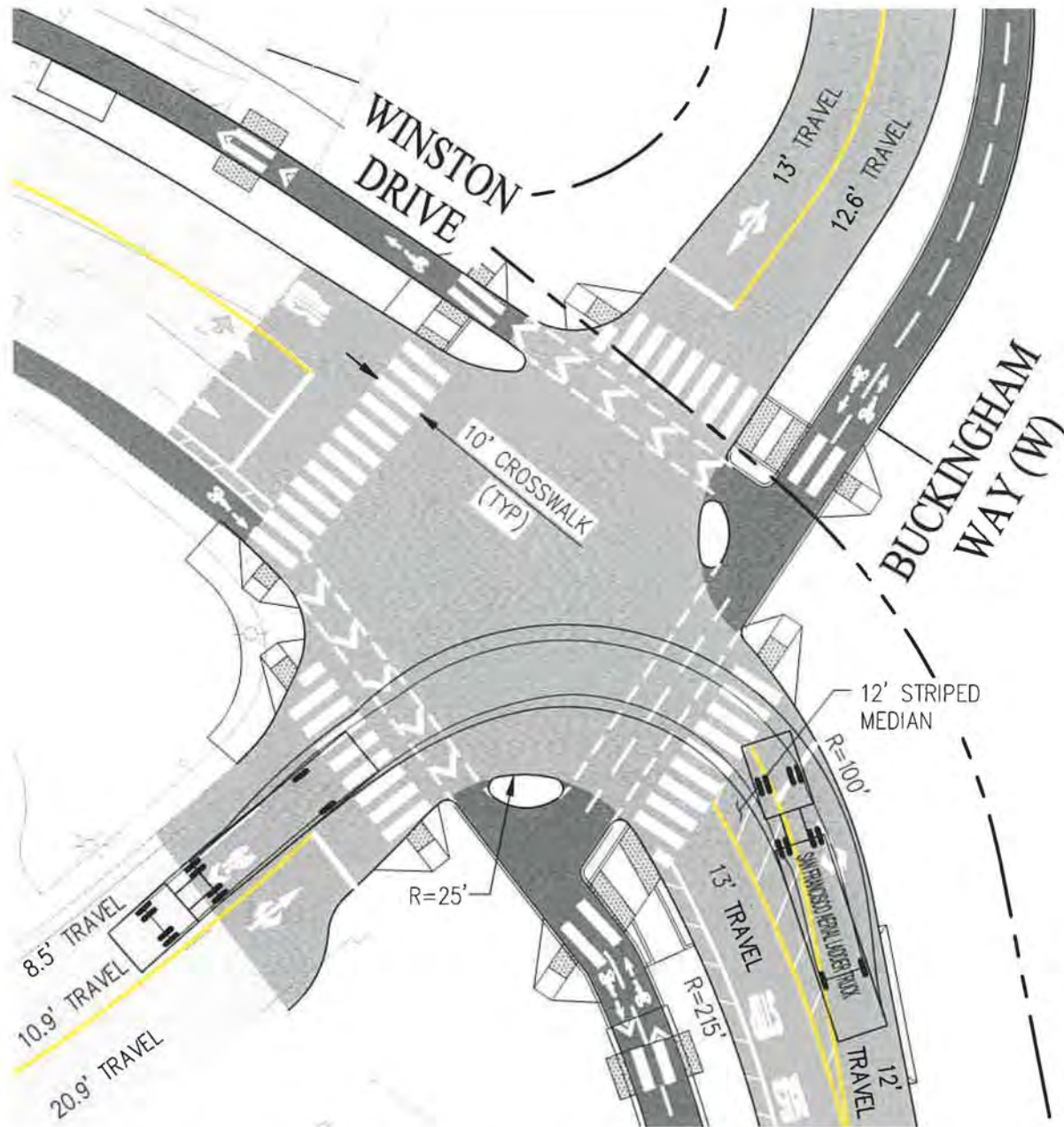
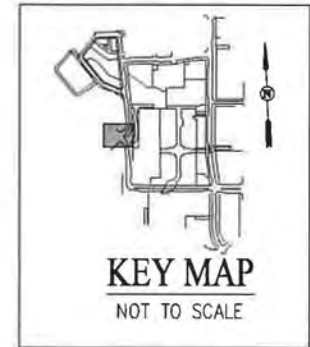


Figure G1.7 Winston Drive @ Buckingham Way (W) WB-SB (Aerial Fire)

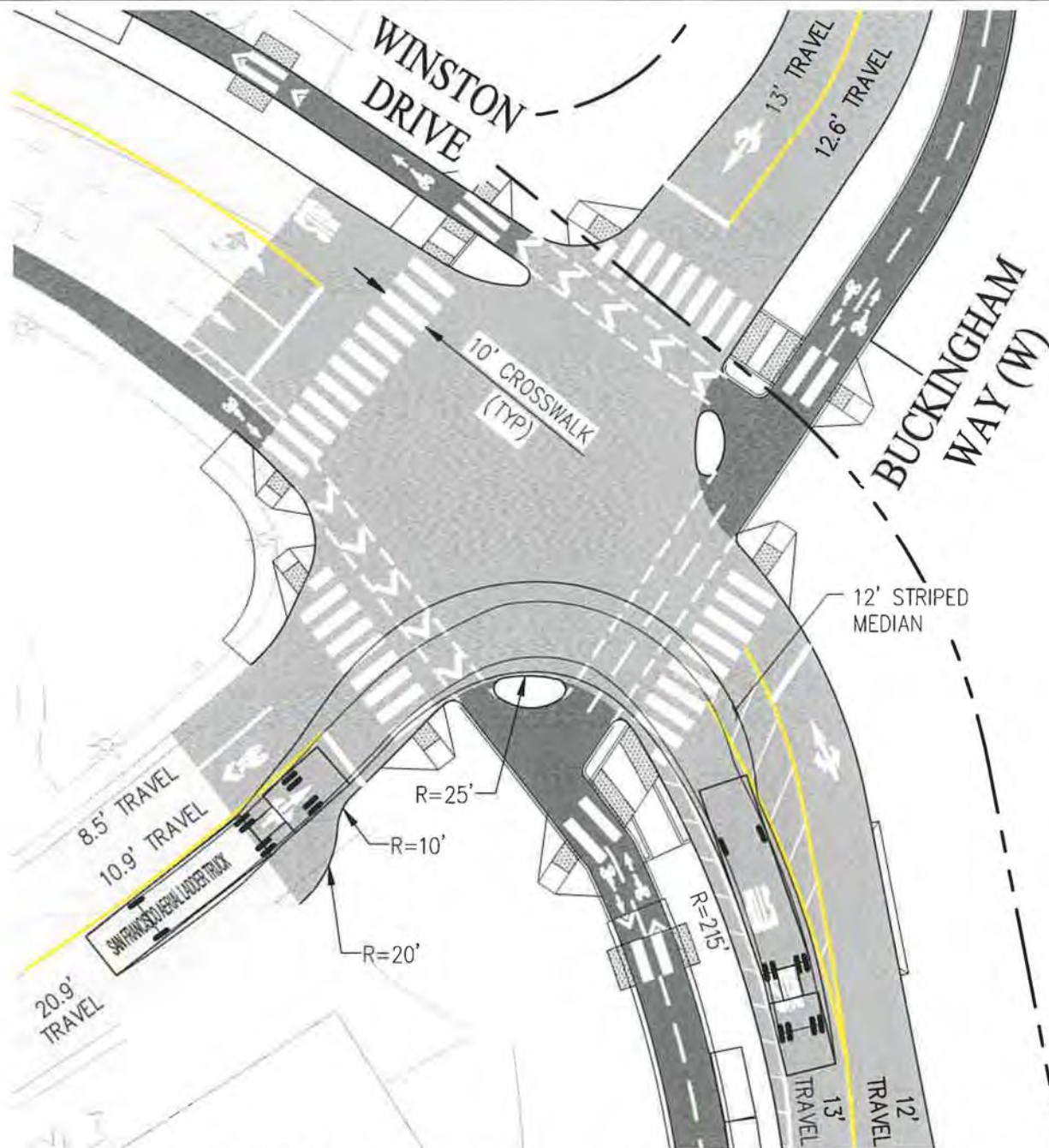


Figure G1.8 Winston Drive @ Buckingham Way (W) NB-EB (Aerial Fire)

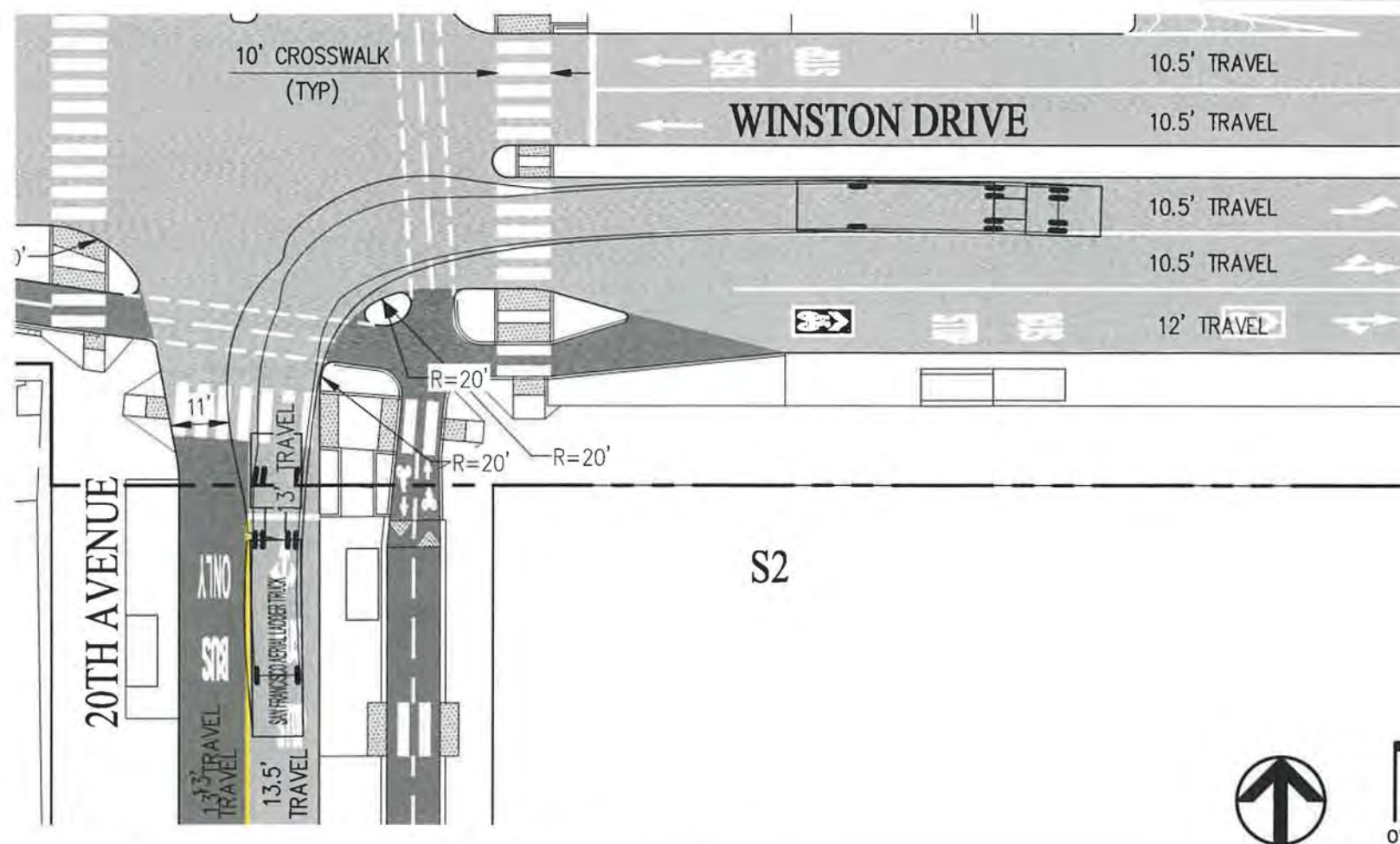


Figure G1.9 Winston Drive @ 20th Avenue NB-EB (Aerial Fire)

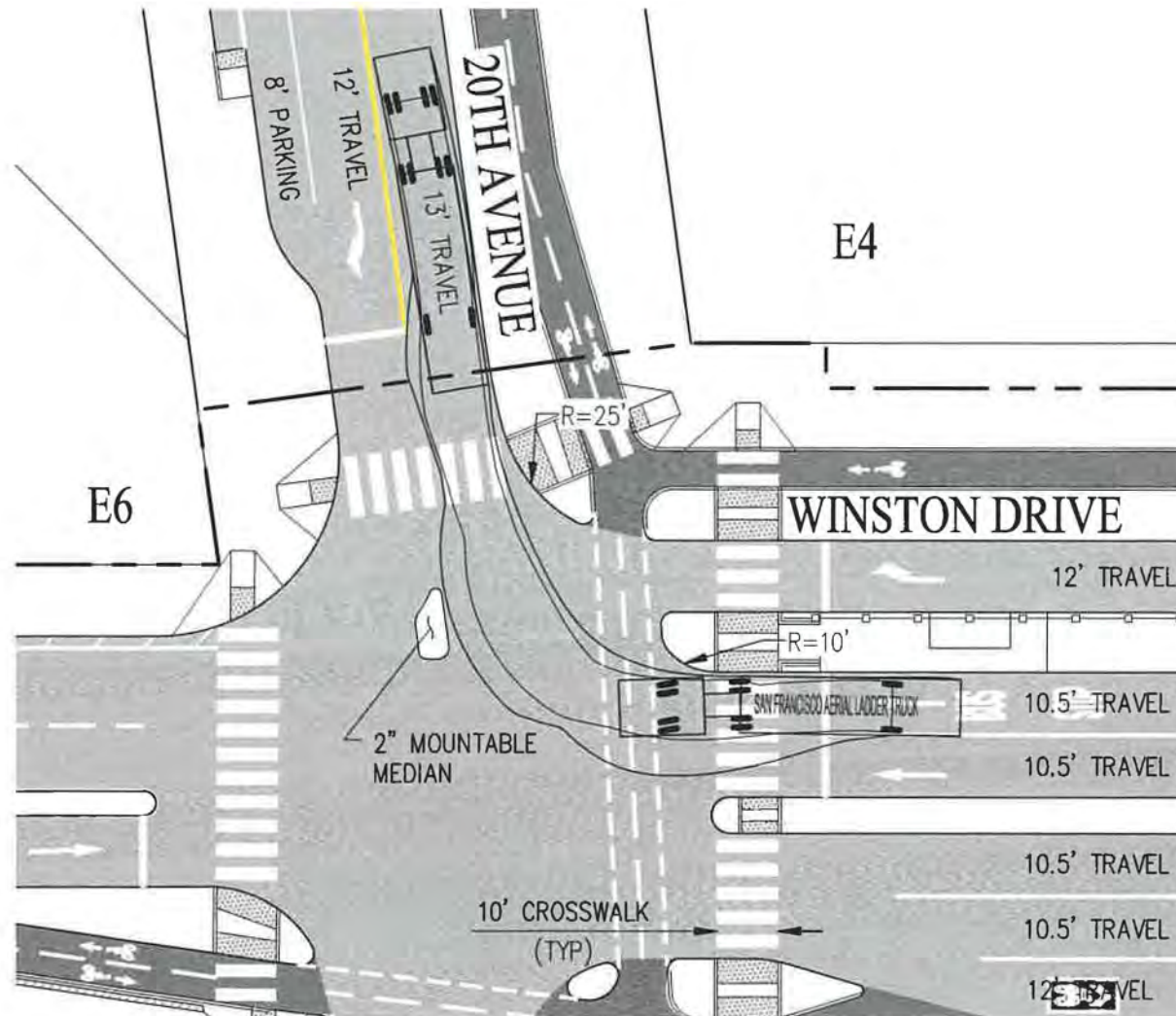
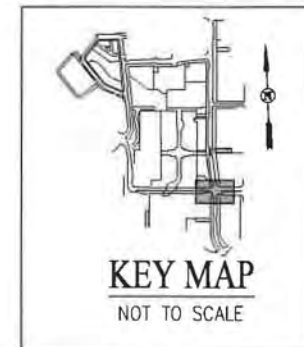


Figure G1.10 Winston Drive @ 20th Avenue WB-NB (Aerial Fire)



Figure G1.11 Winston Drive @ 20th Avenue SB-WB (Aerial Fire)

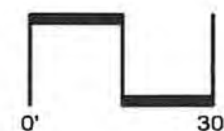


Figure G1.12 Winston Drive @ 20th Avenue NB-WB (Aerial Fire)

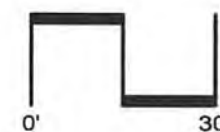
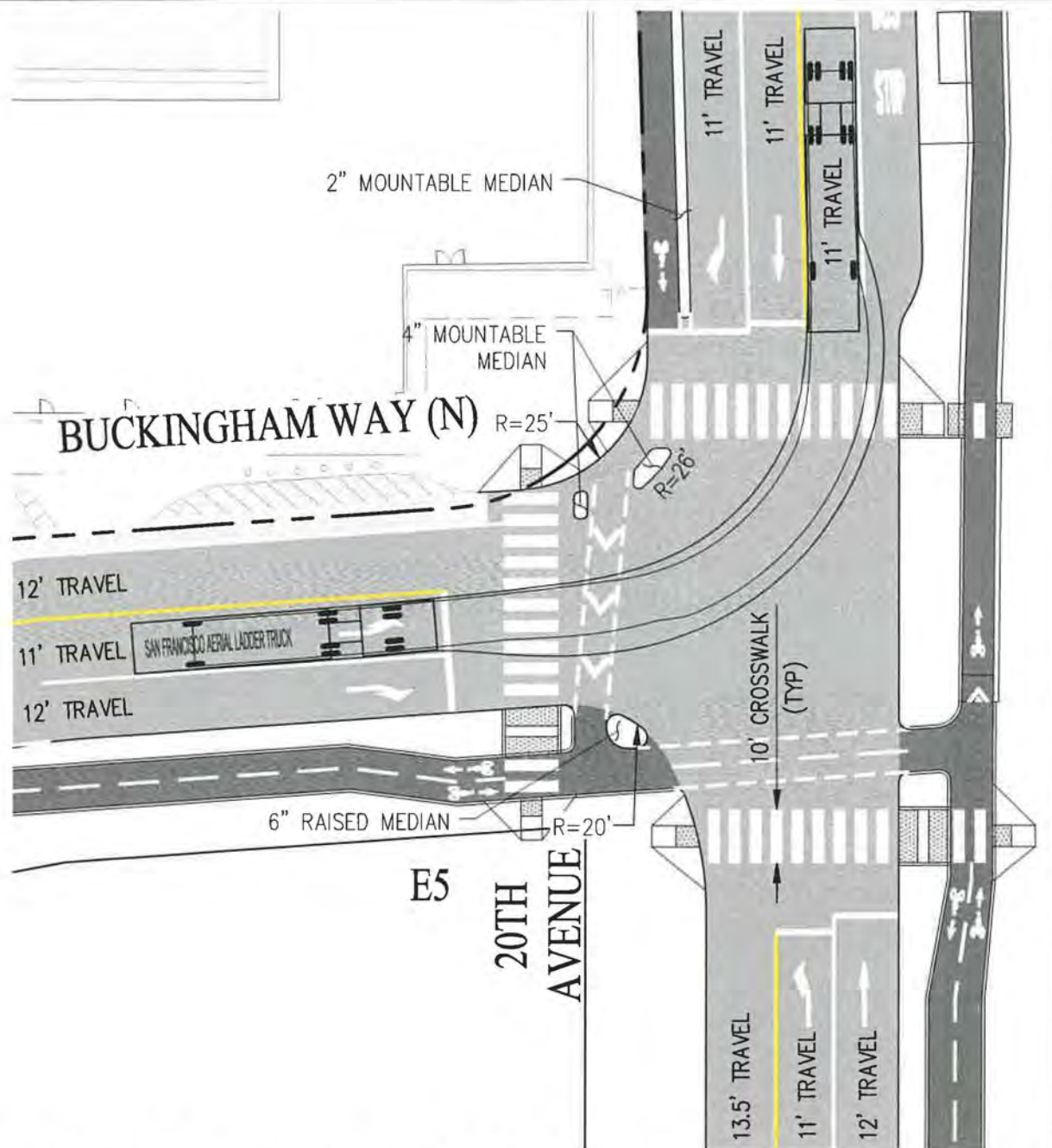


Figure G1.13 Buckingham Way (N) @ 20th Avenue EB-NB (Aerial Fire)

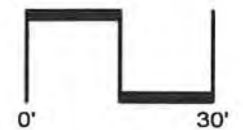
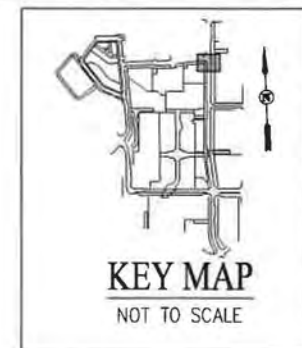
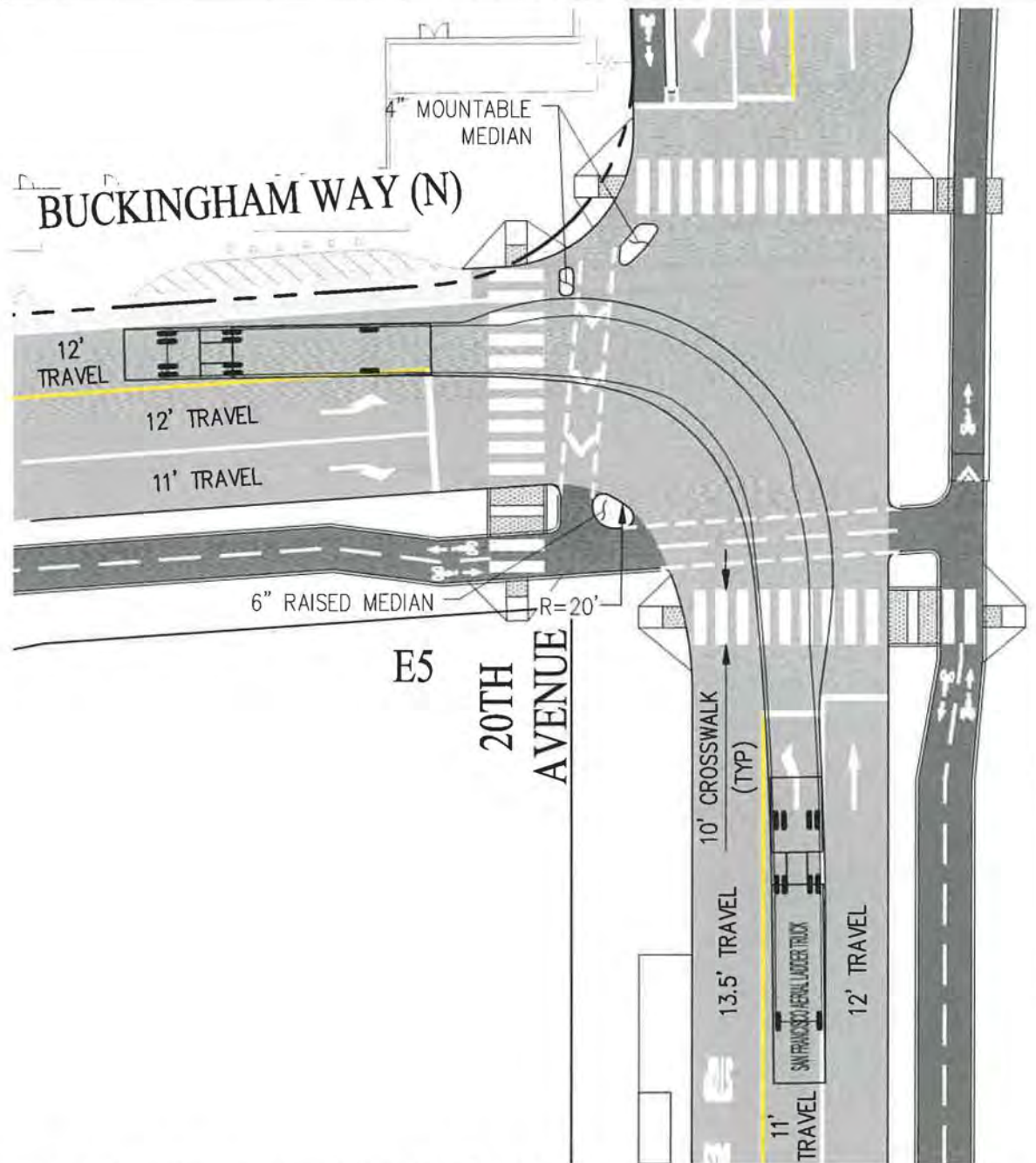


Figure G1.14 Buckingham Way (N) @ 20th Avenue NB-WB (Aerial Fire)

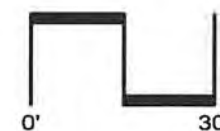
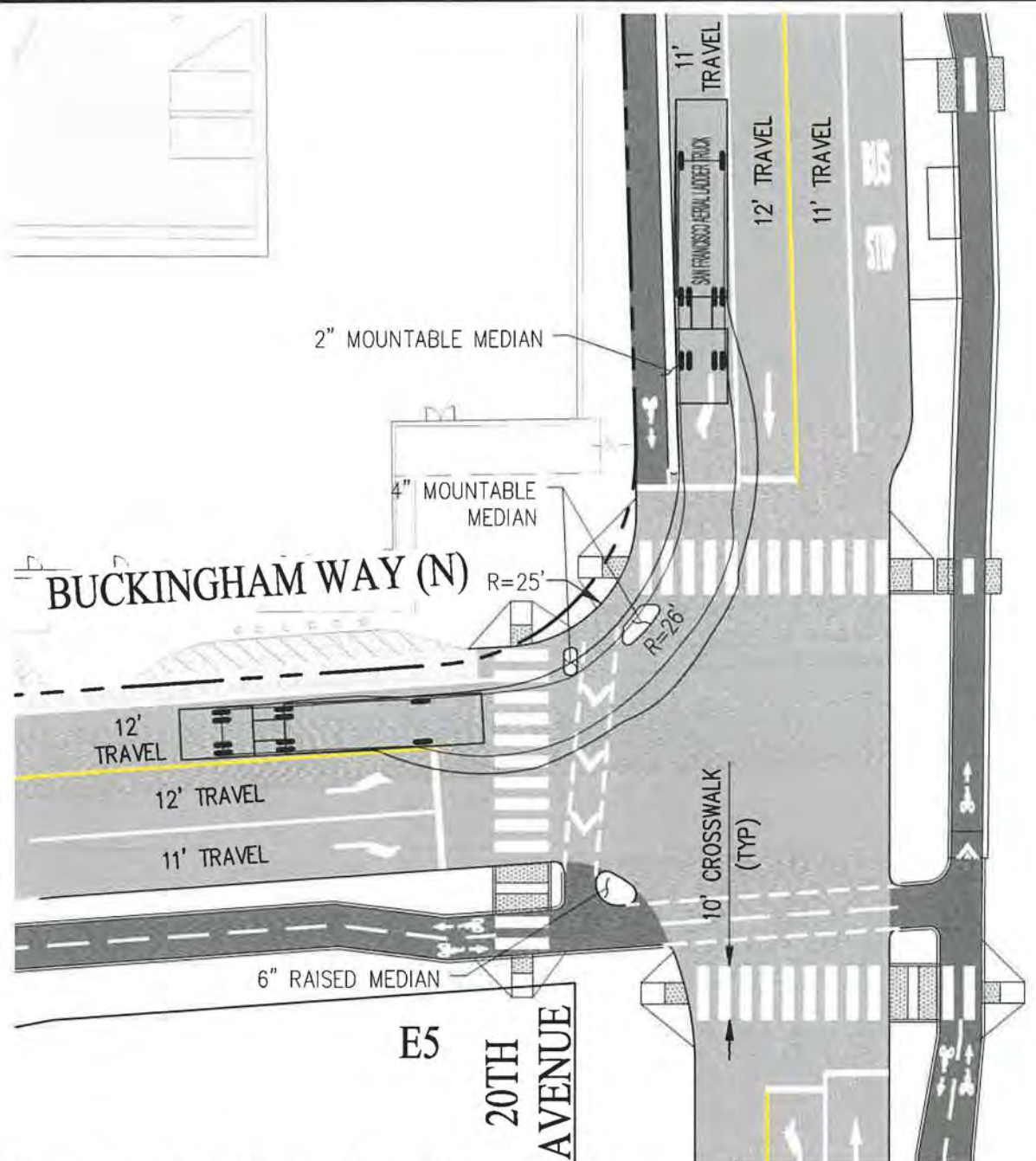


Figure G1.15 Buckingham Way (N) @ 20th Avenue SB-WB (Aerial Fire)

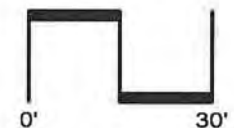
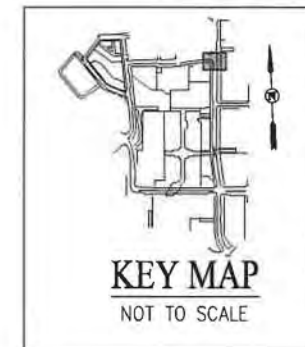
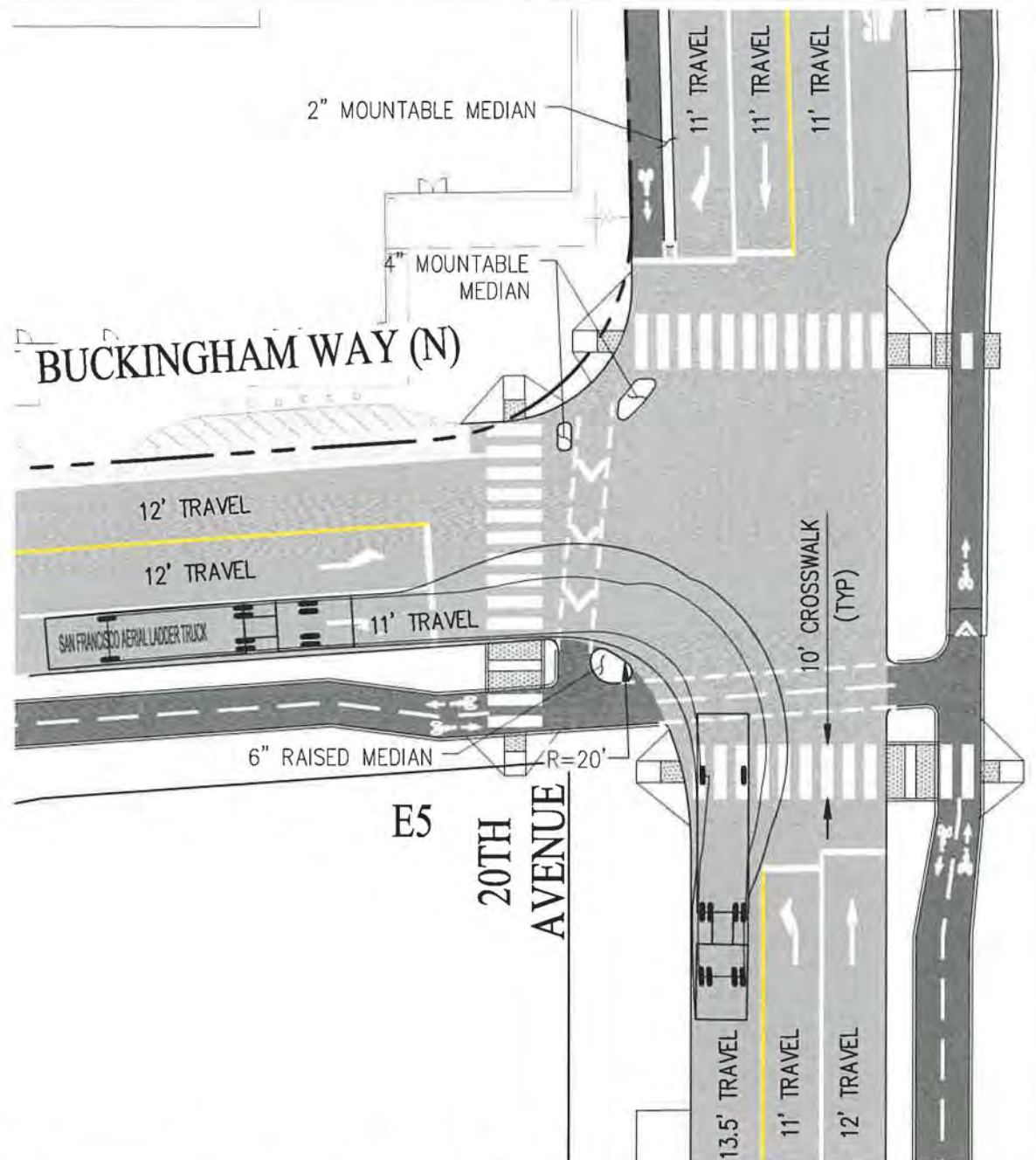


Figure G1.16 Buckingham Way (N) @ 20th Avenue EB-SB (Aerial Fire)

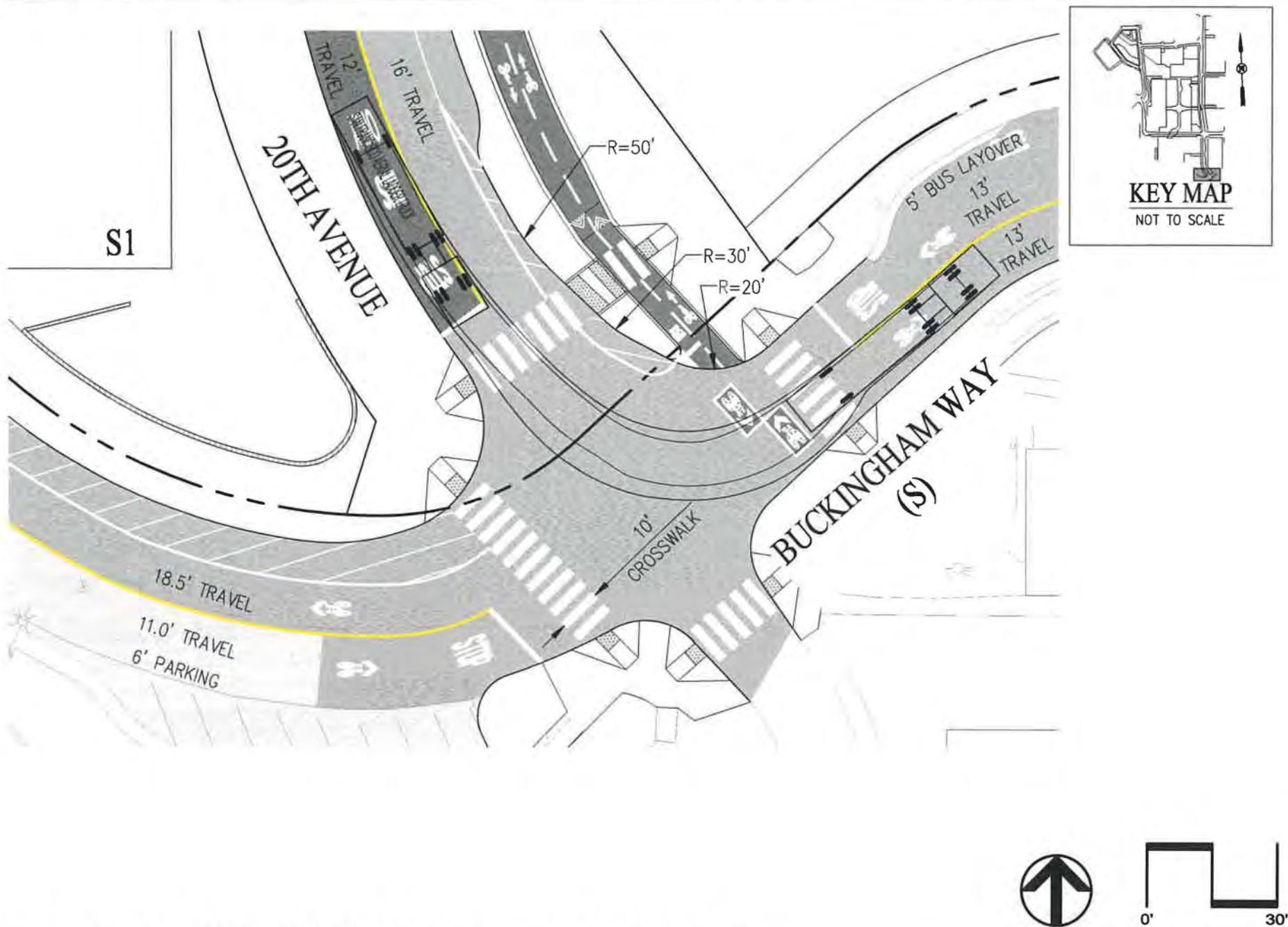


Figure G1.17 Buckingham Way (S) @ 20th Avenue SB-EB (Aerial Fire)



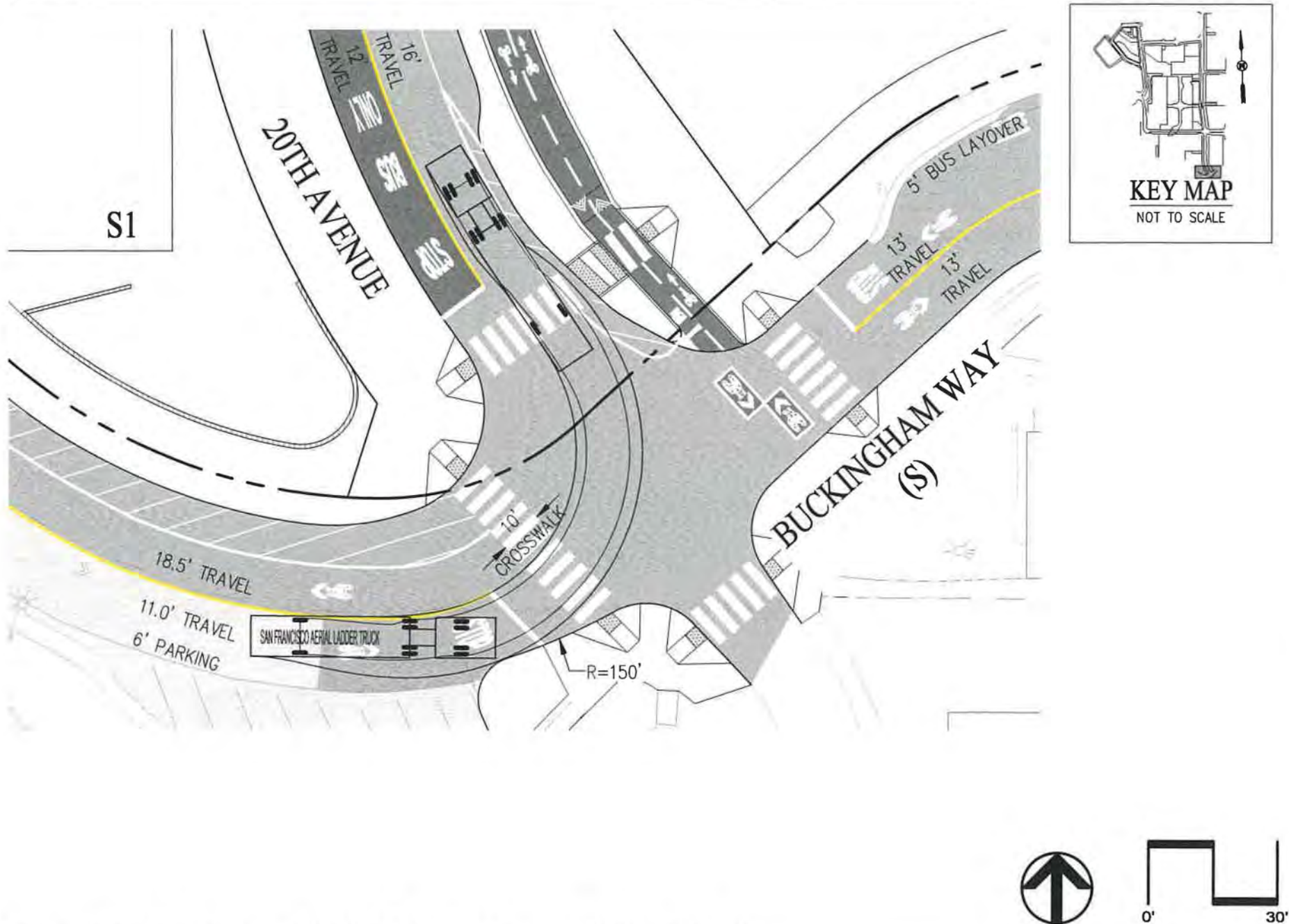


Figure G1.19 Buckingham Way (S) @ 20th Avenue EB-NB (Aerial Fire)

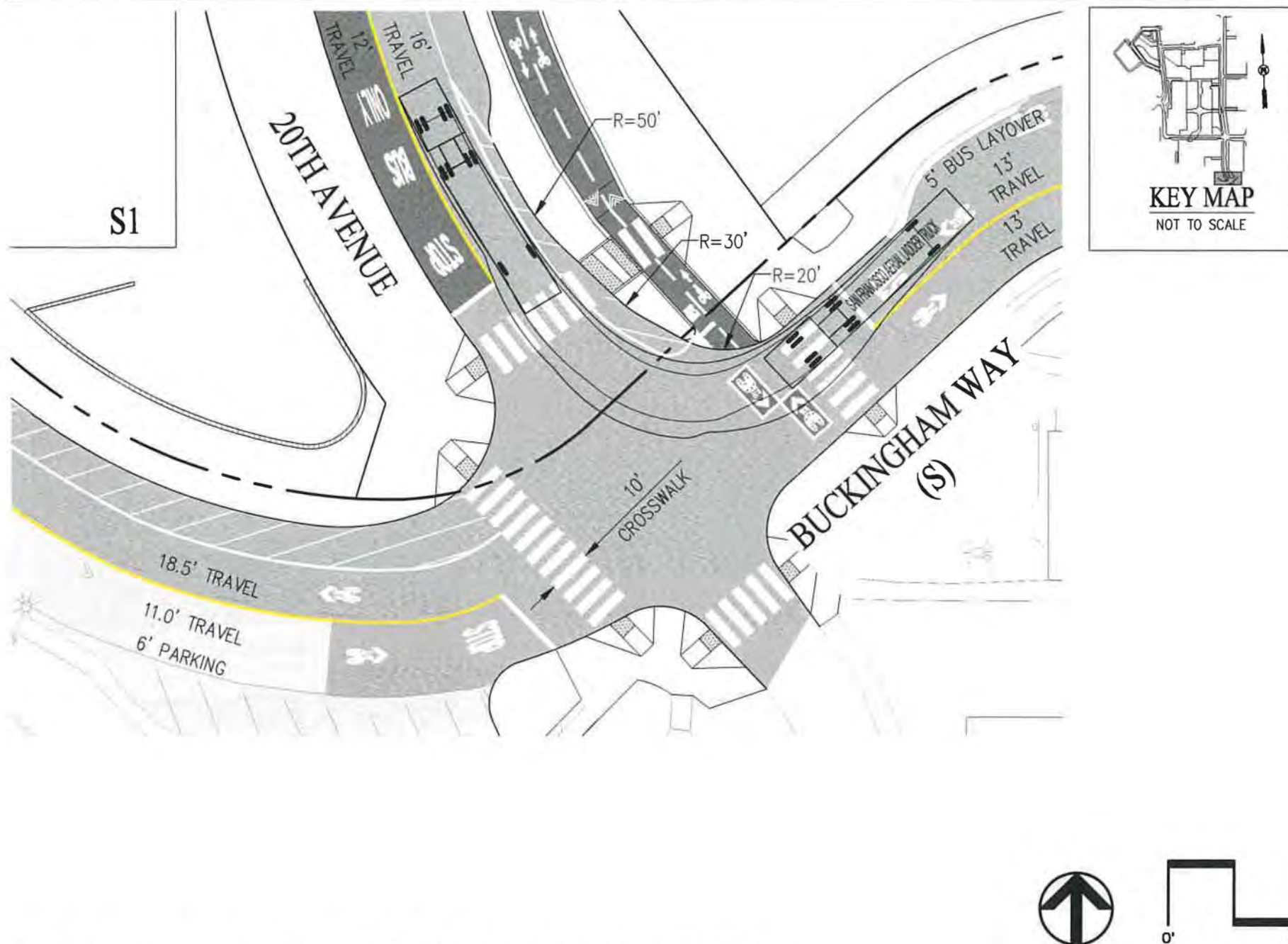


Figure G1.20 Buckingham Way (S) @ 20th Avenue WB-NB (Aerial Fire)

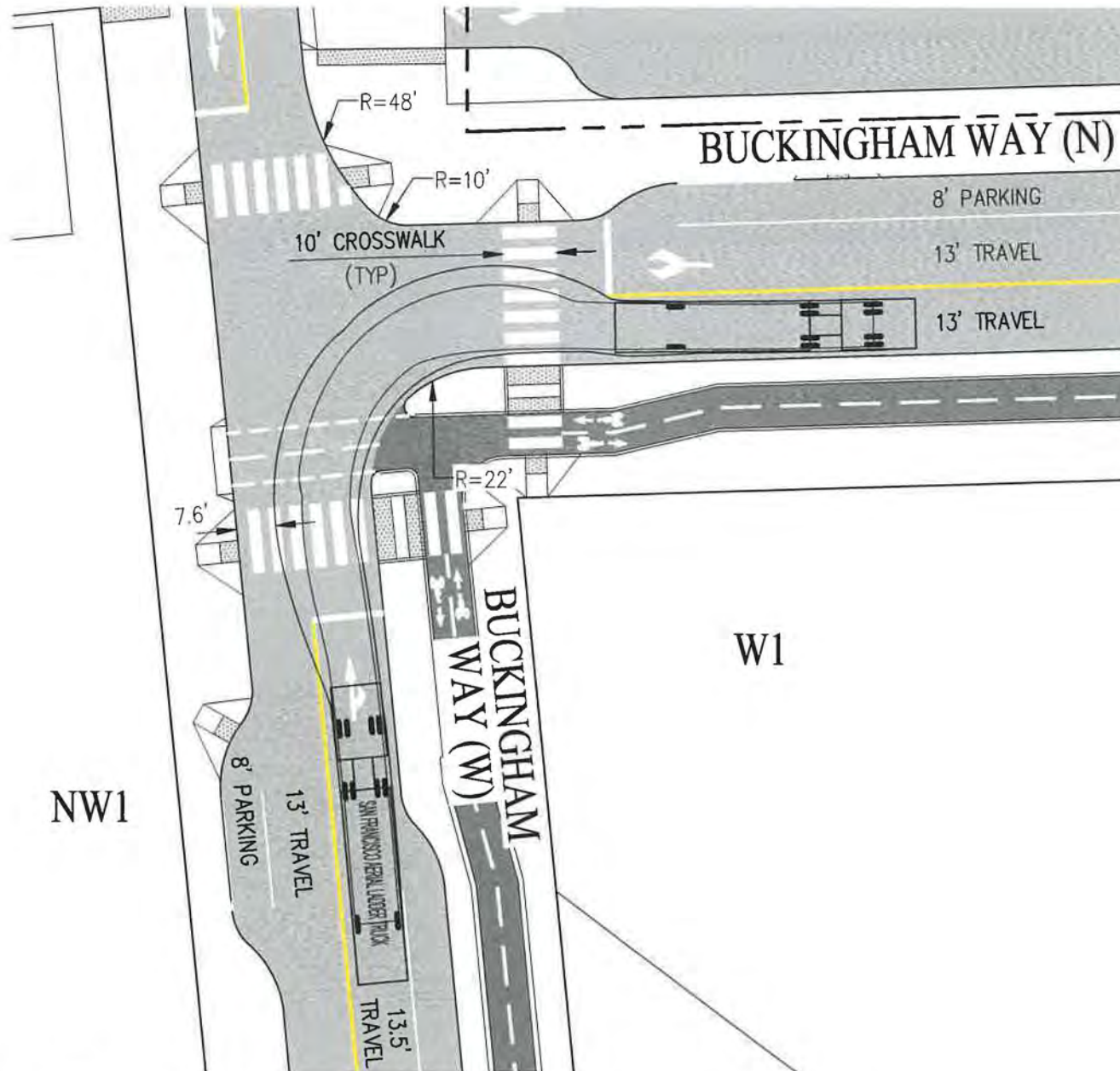
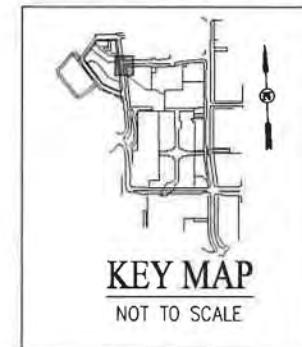


Figure G1.21 Buckingham Way NB-EB (Aerial Fire)

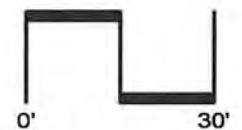
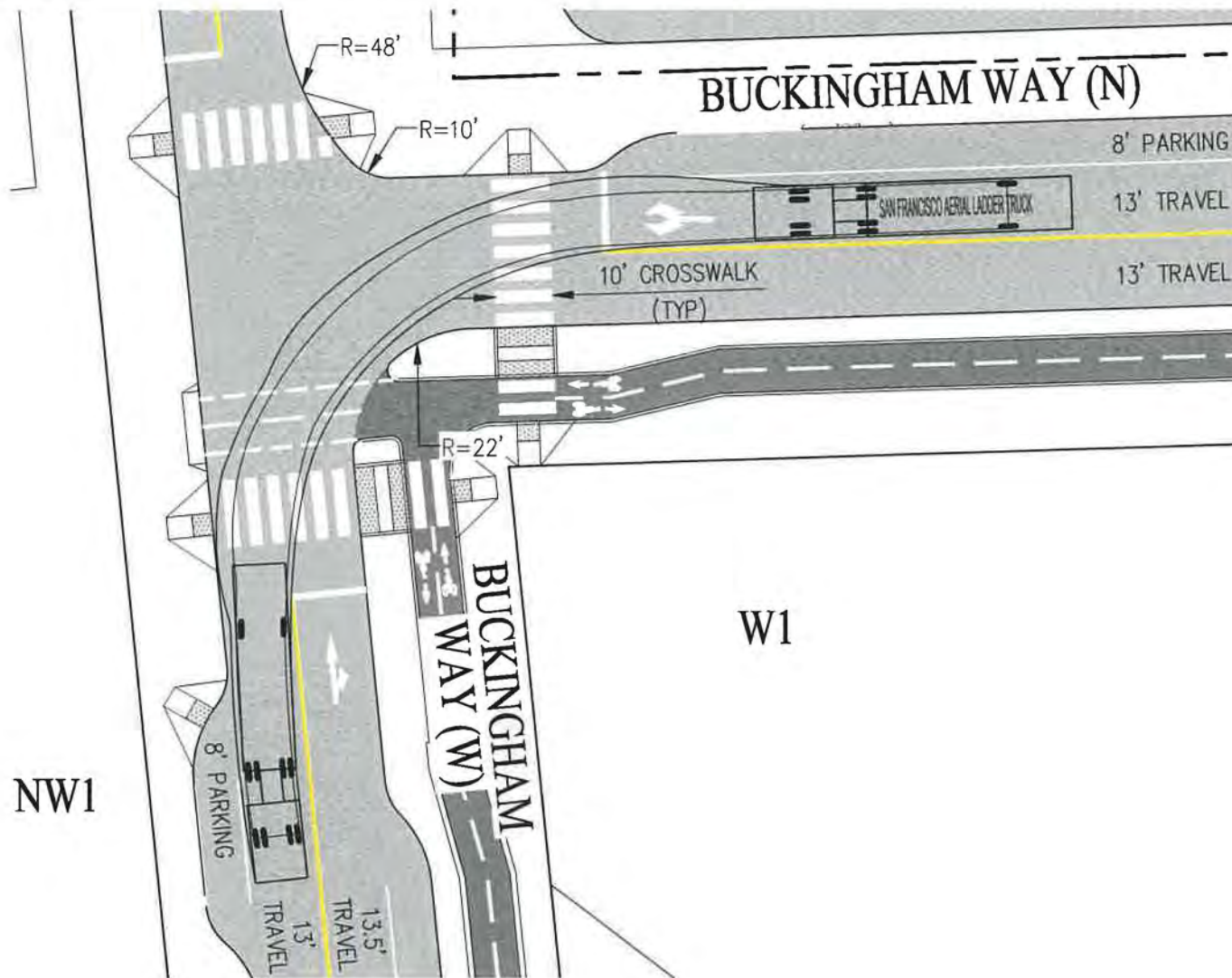


Figure G1.22 Buckingham Way WB-SB (Aerial Fire)

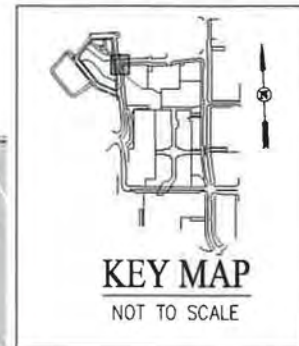
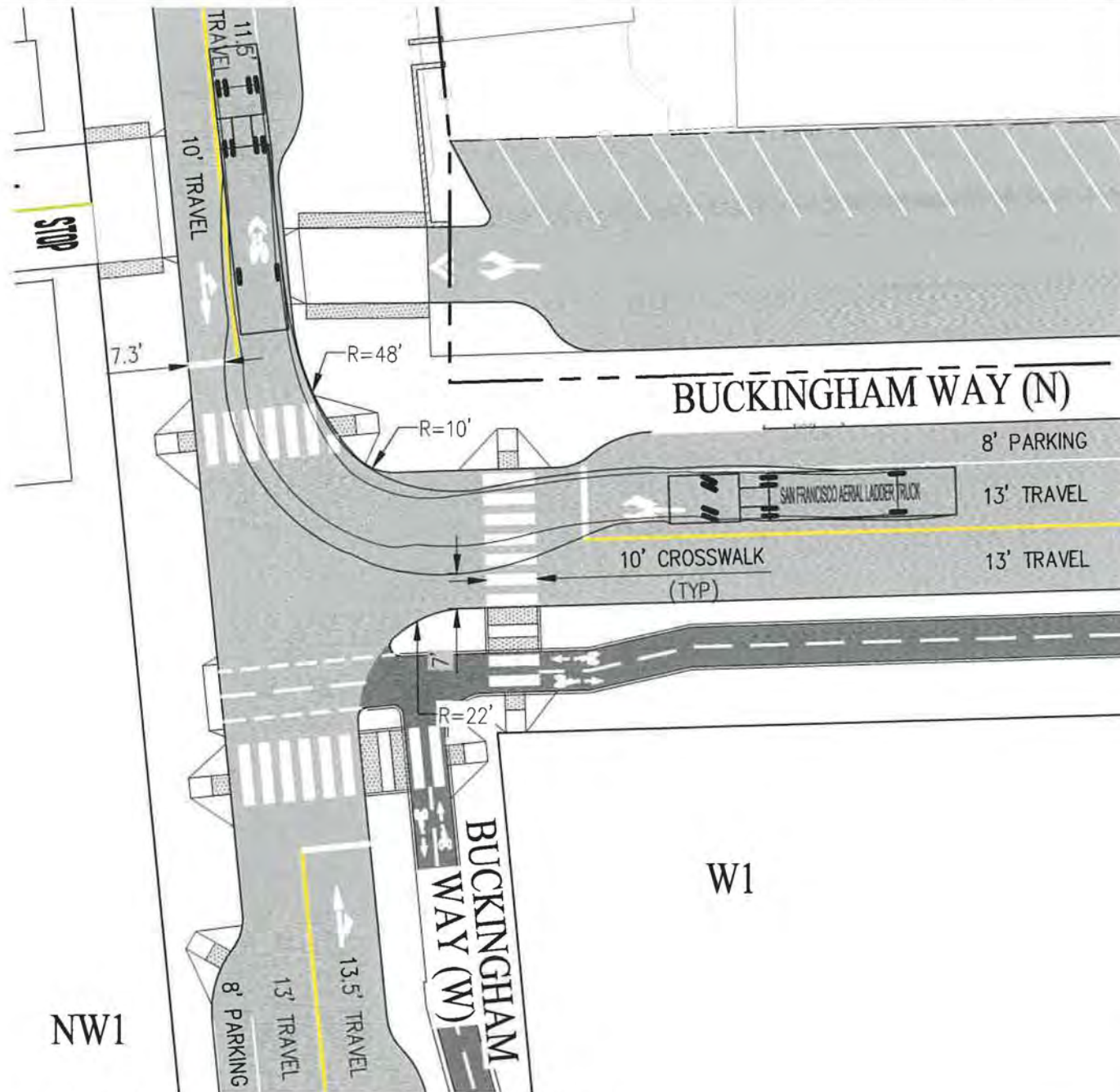


Figure G1.23 Buckingham Way WB-NB (Aerial Fire)

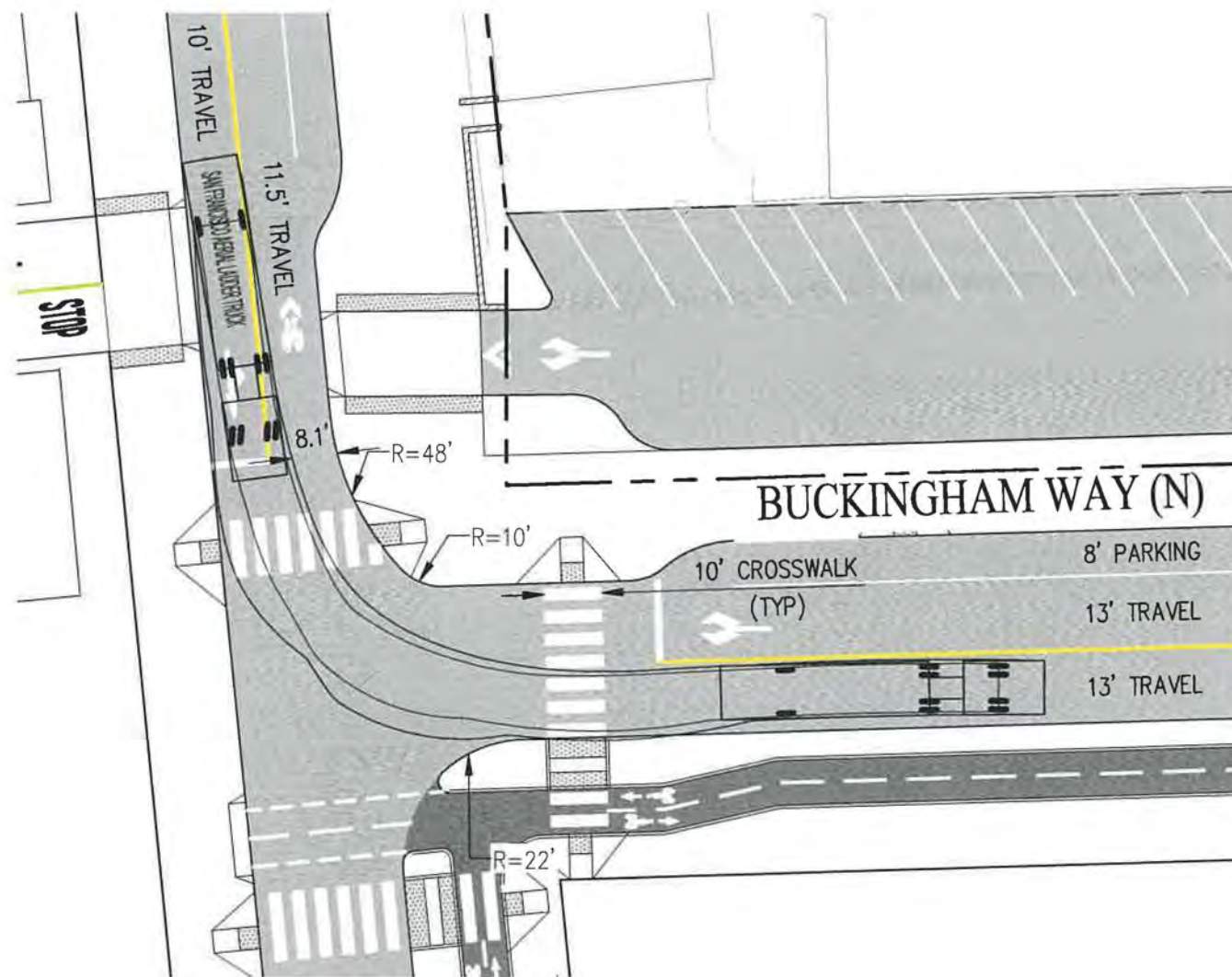


Figure G1.24 Buckingham Way SB-EB (Aerial Fire)

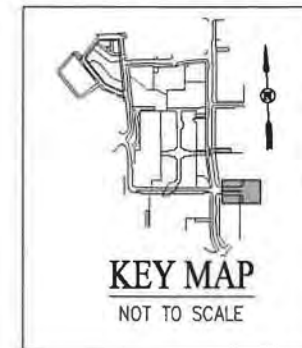
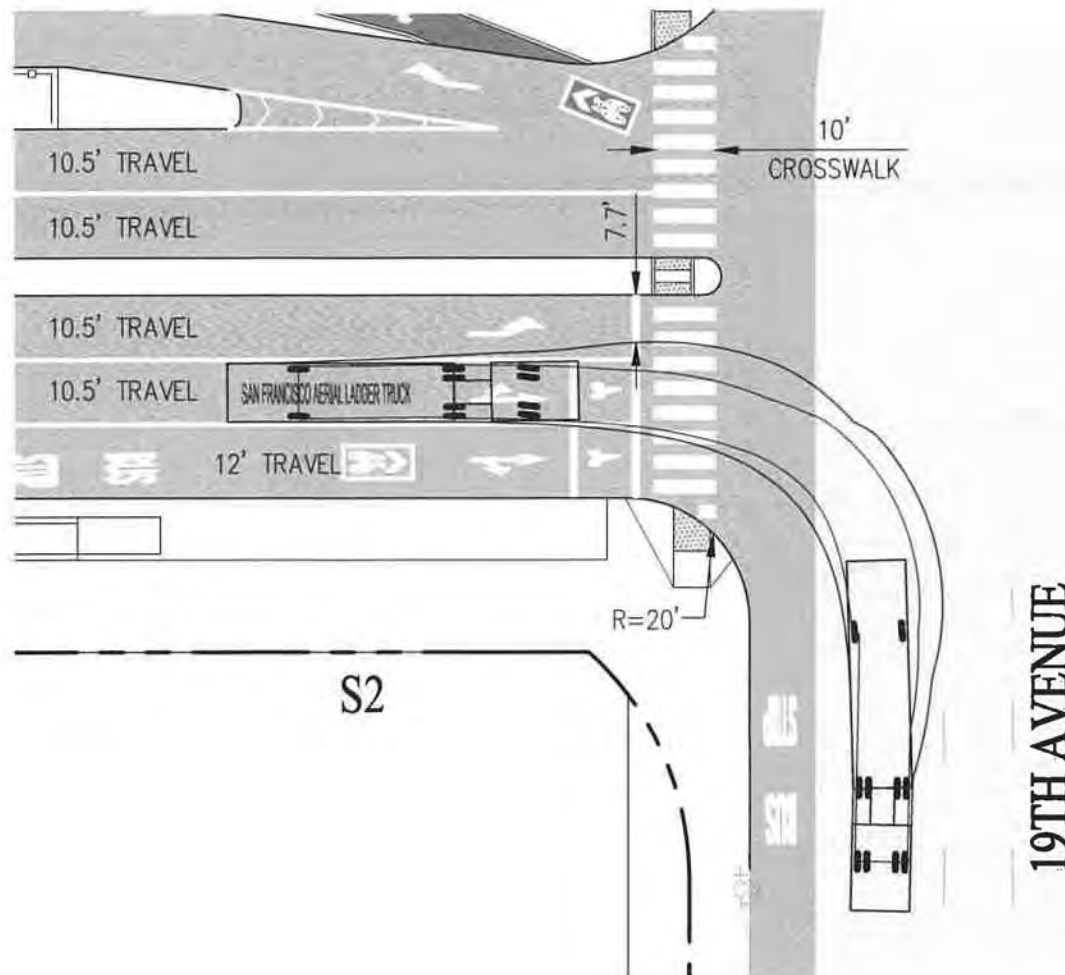


Figure G1.25 Winston Drive @ 19th Avenue EB-SB (Aerial Fire)

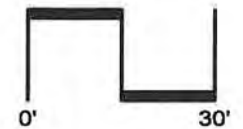
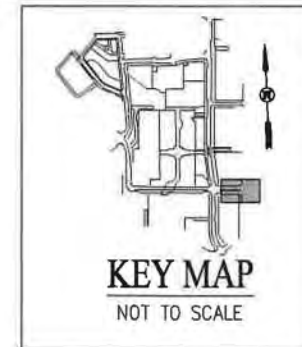
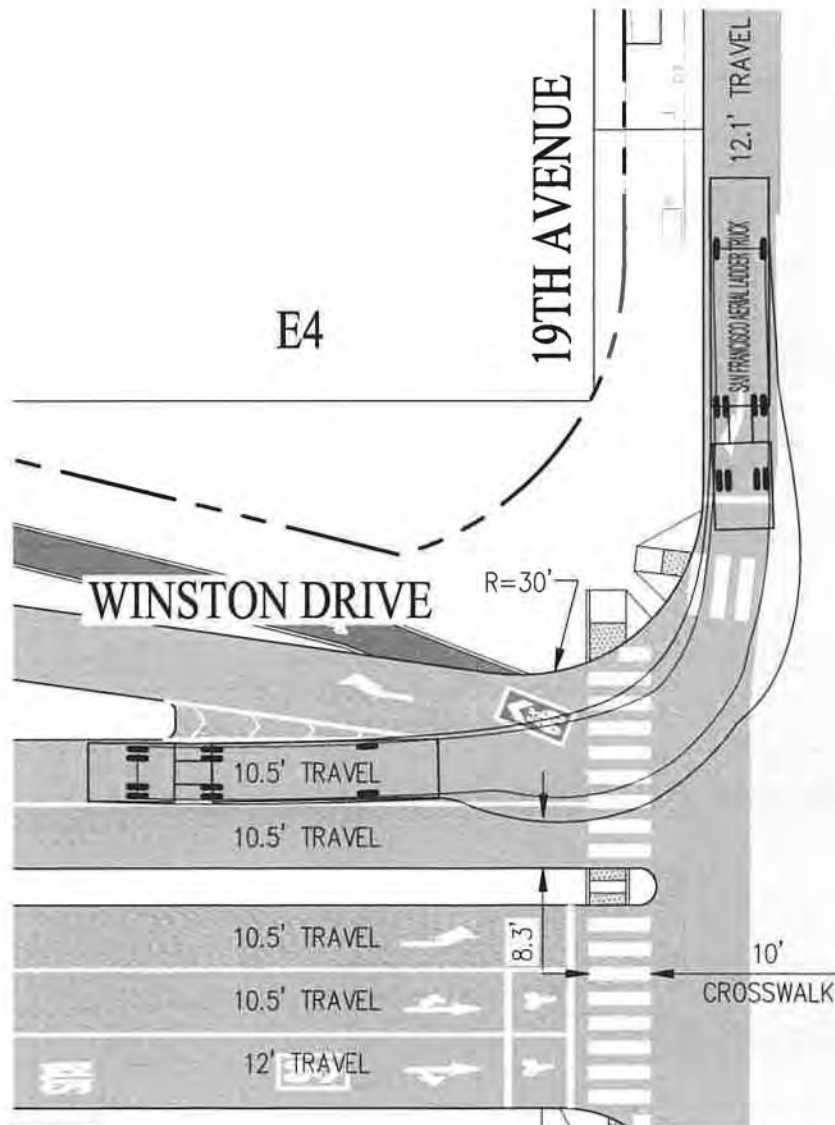


Figure G1.26 Winston Drive @ 19th Avenue SB-WB (Aerial Fire)

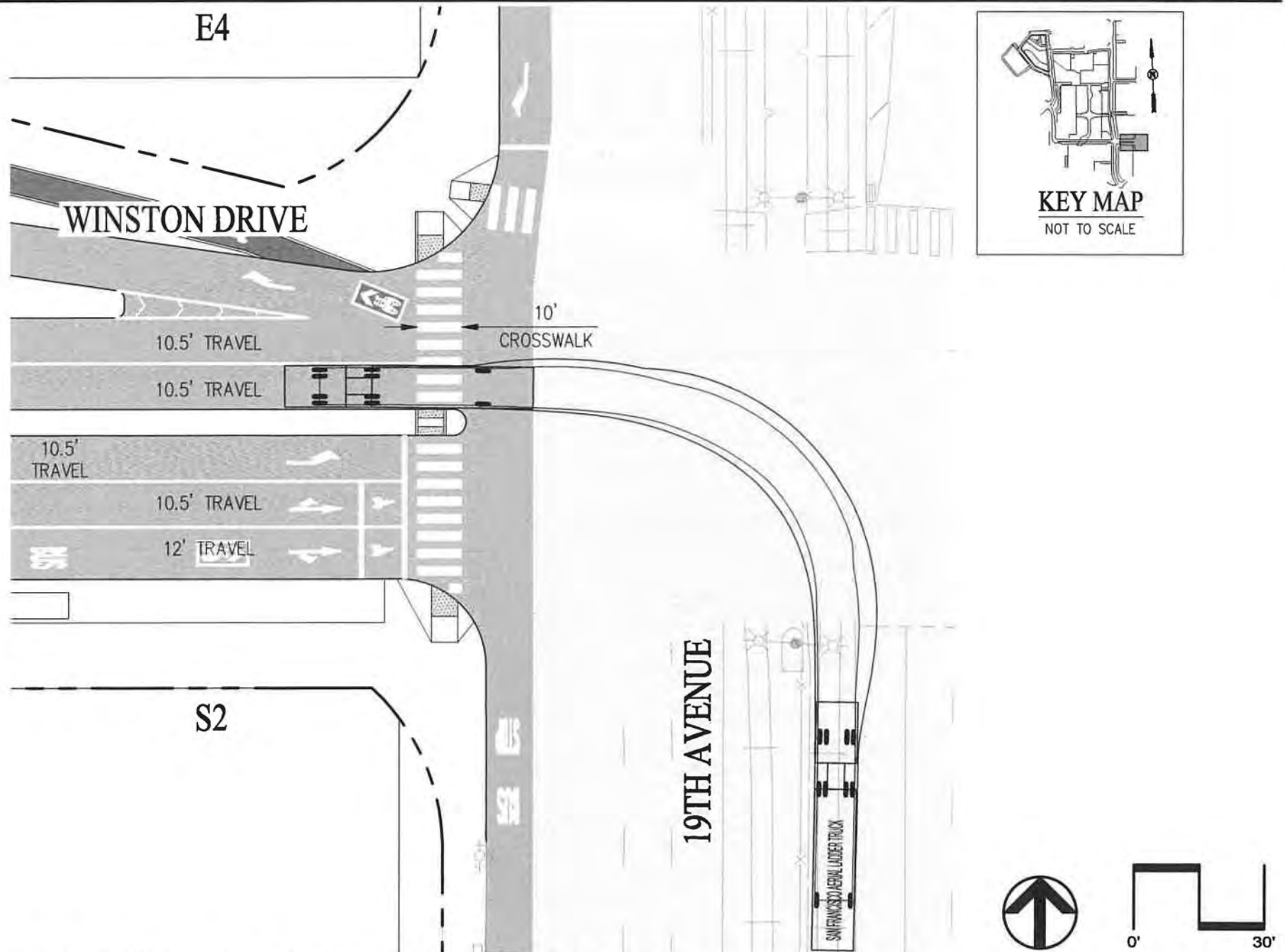


Figure G1.27 Winston Drive @ 19th Avenue NB-WB (Aerial Fire)

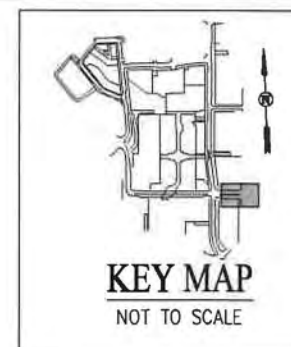
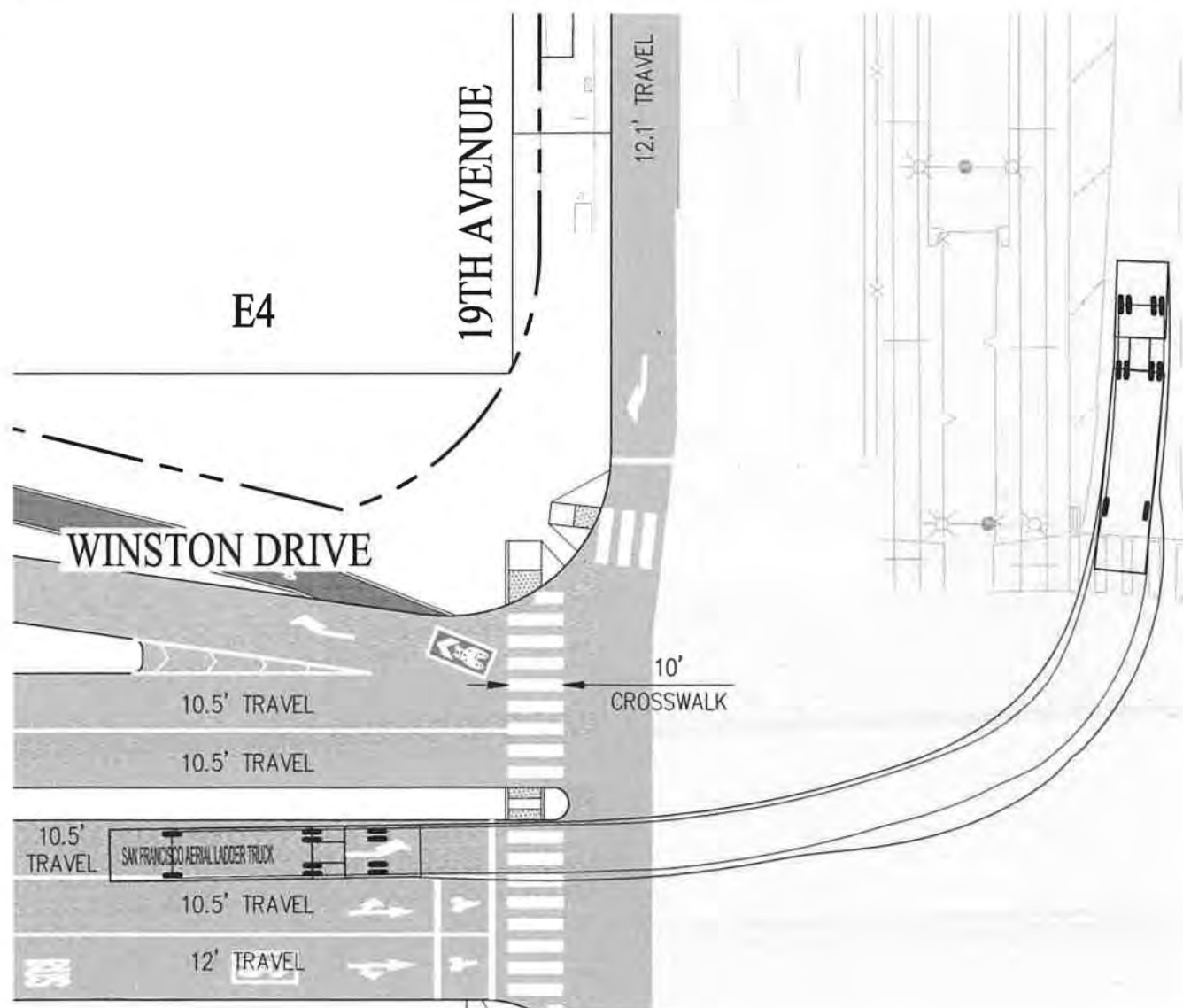


Figure G1.28 Winston Drive @ 19th Avenue EB-NB (Aerial Fire)

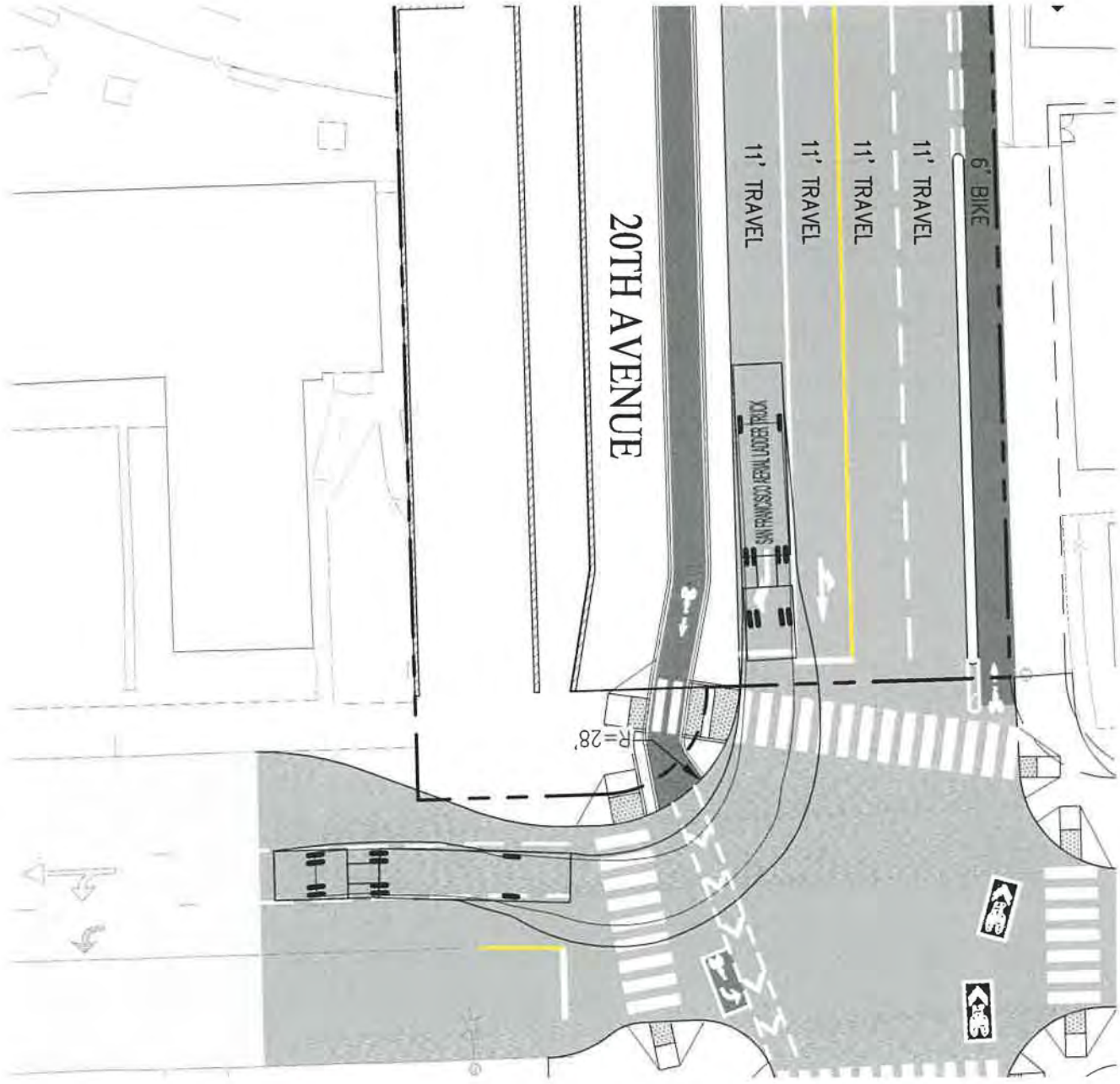


Figure G1.29 20th Avenue @ Euclypius Drive NB-EB (Aerial Fire)



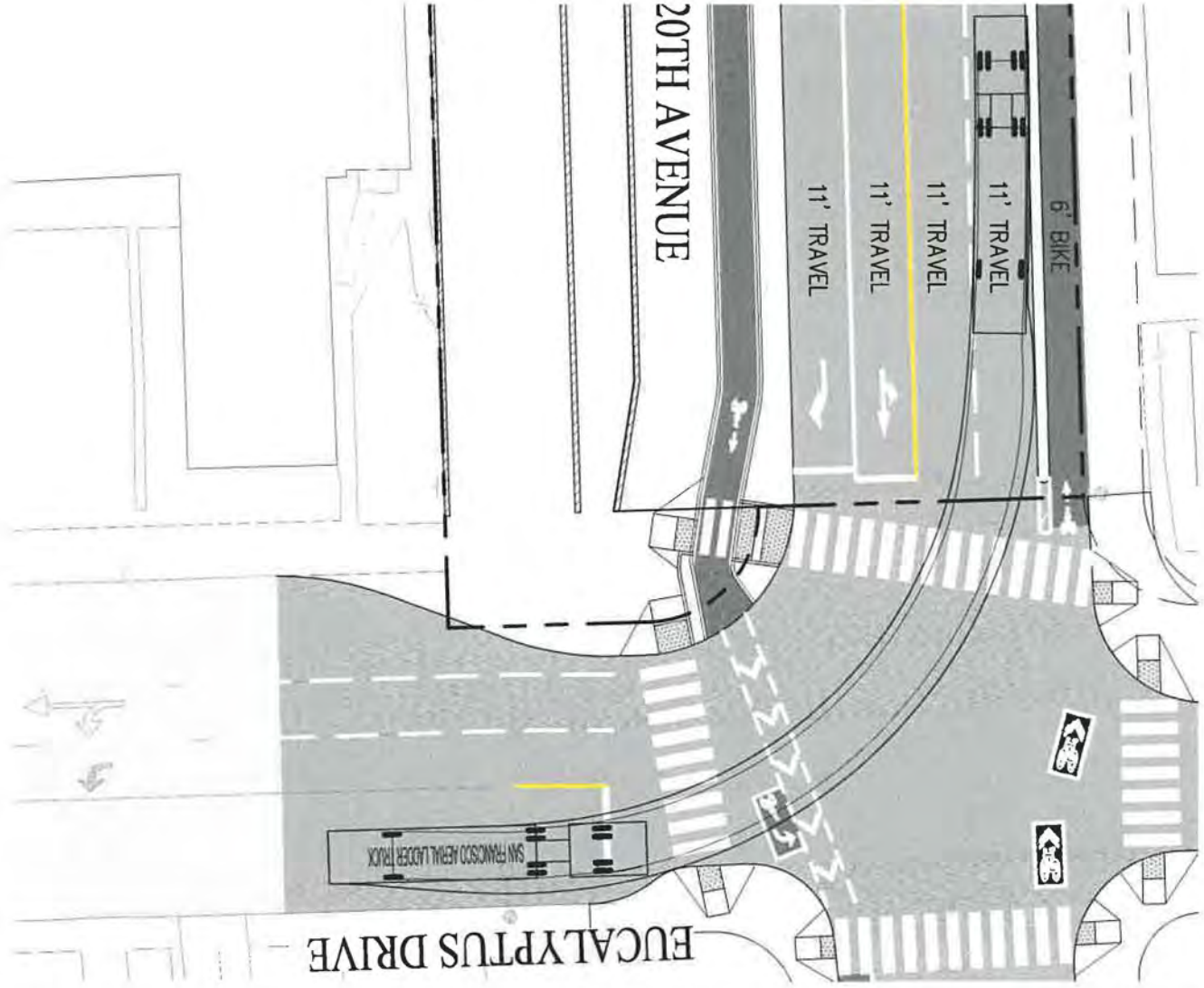
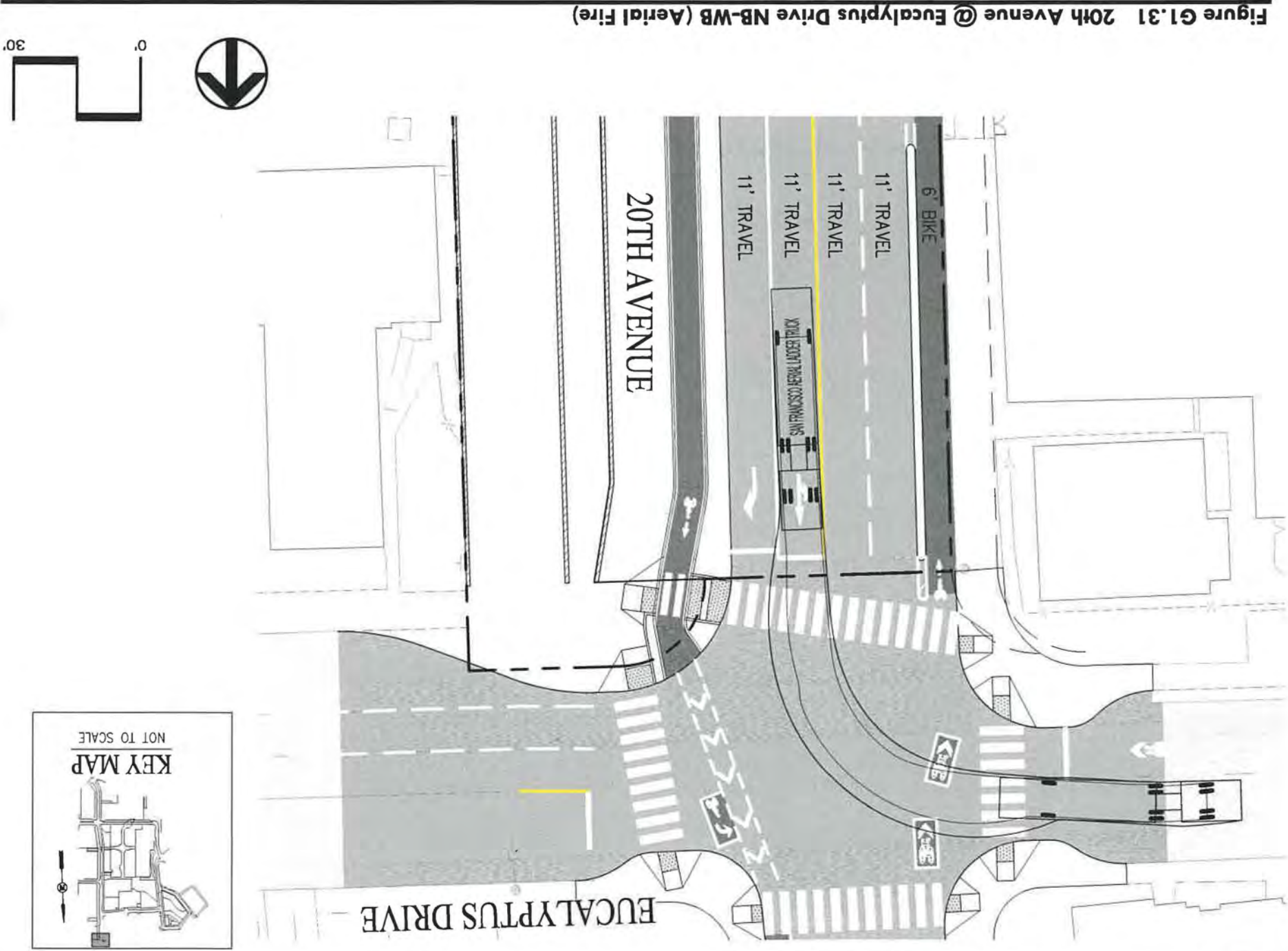


Figure G1.30 20th Avenue @ Eucalyptus Drive WB-SB (Aerial Fire)



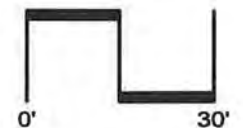
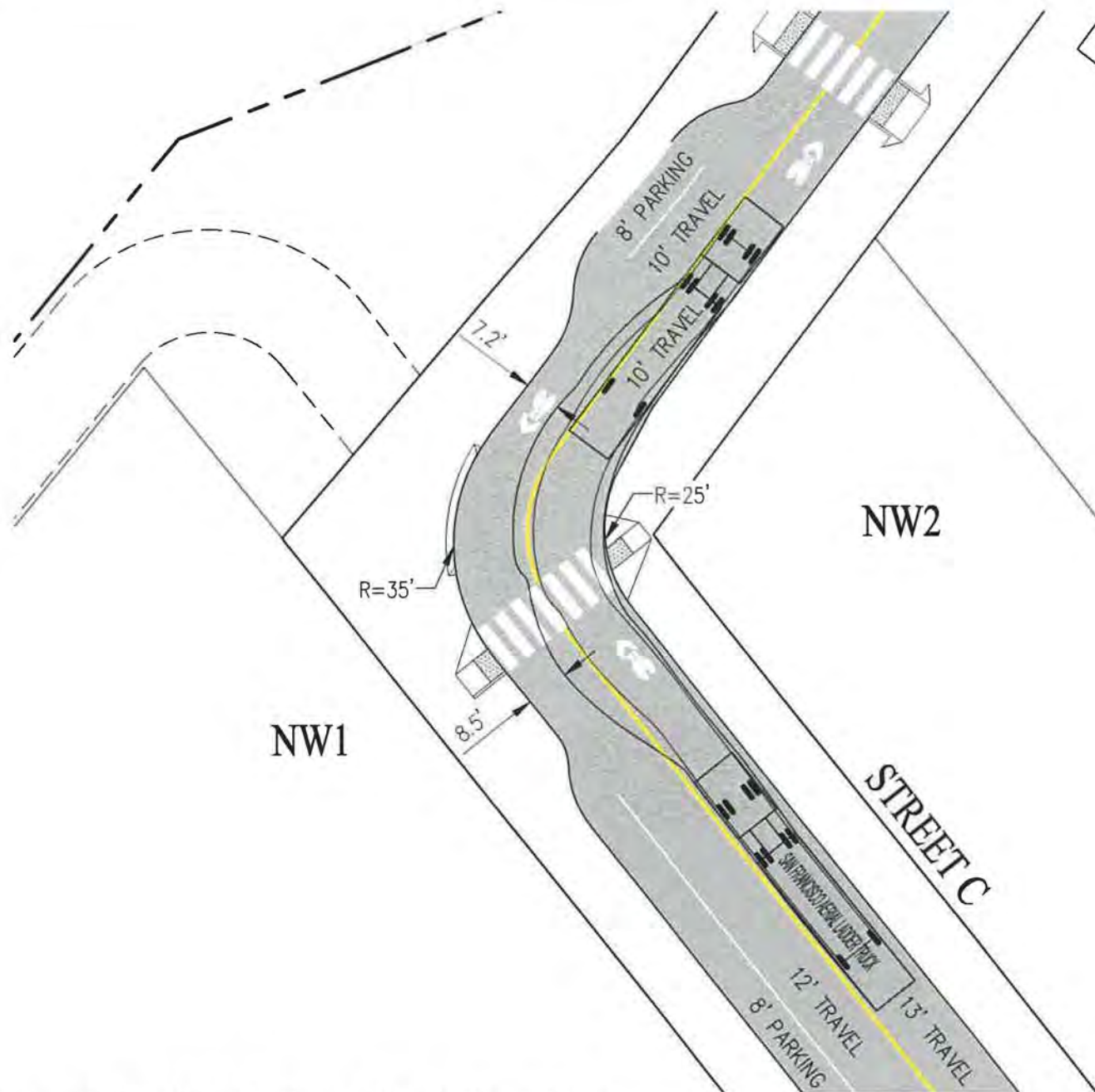
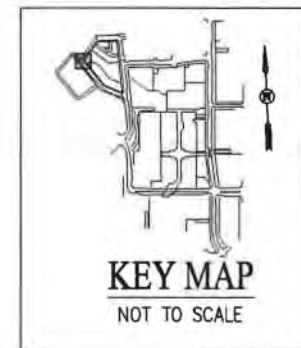


Figure G1.32 NW 1 @ Street C WB-NB (Aerial Fire)

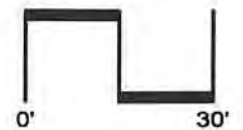
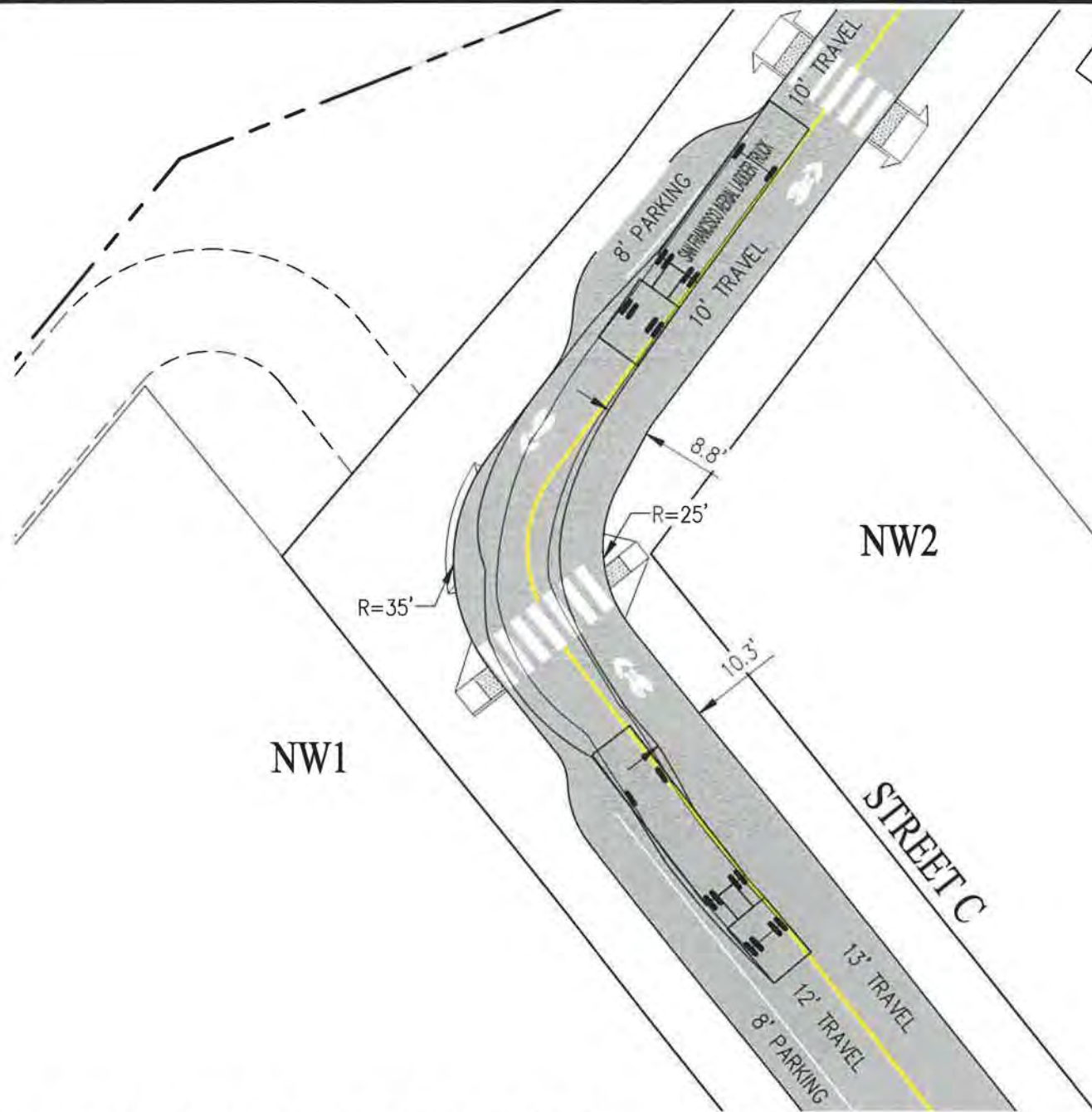
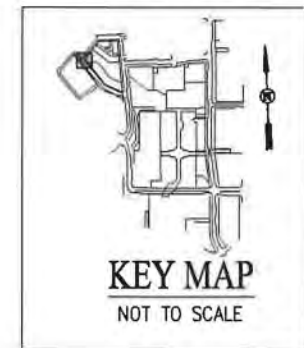


Figure G1.33 NW 1 @ Street C SB-EB (Aerial Fire)

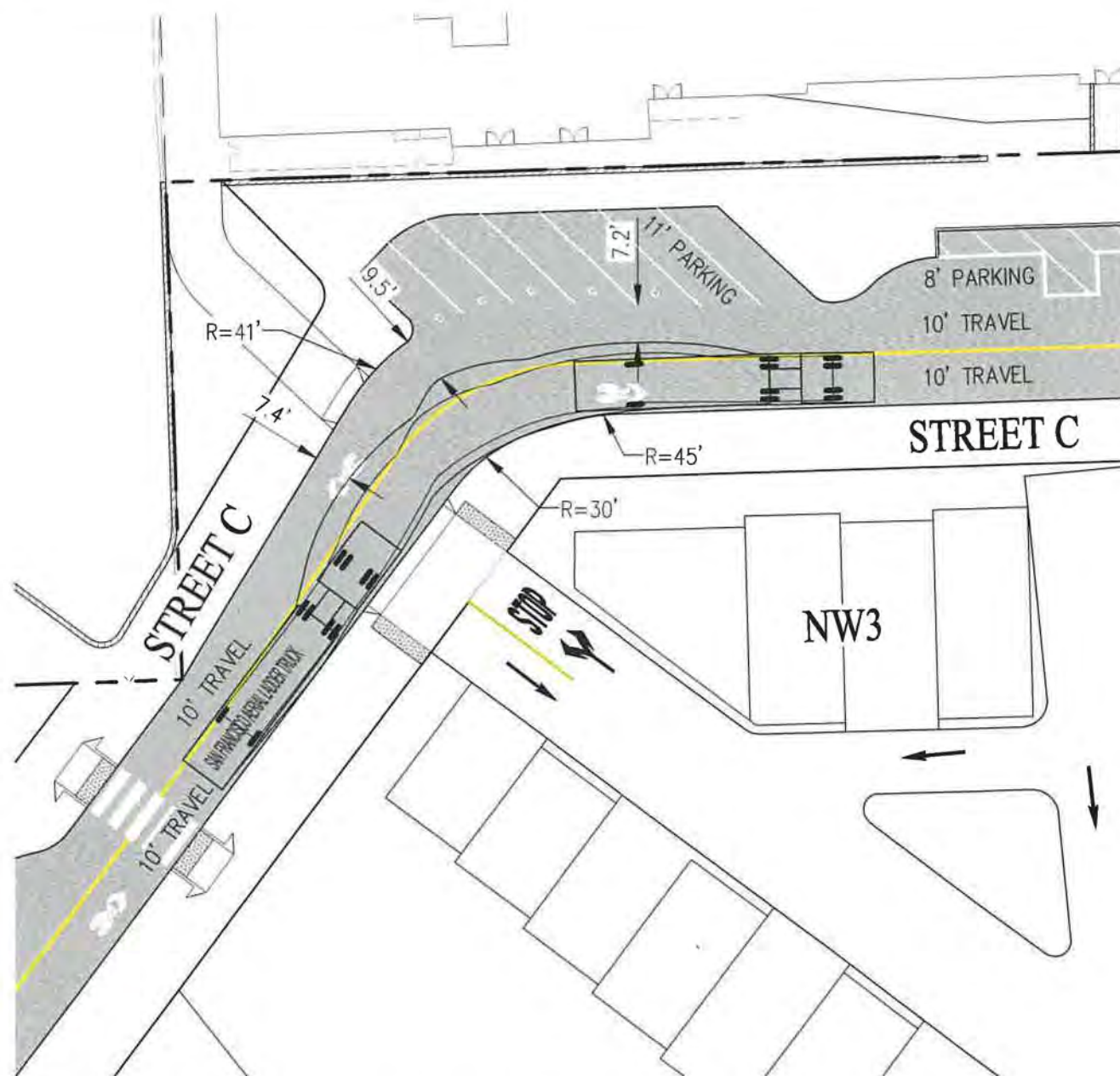
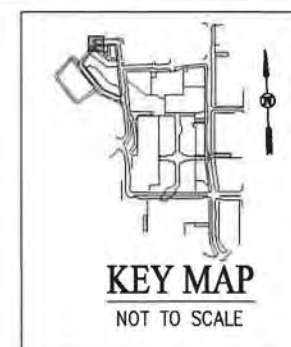


Figure G1.34 NW 3 @ Street C NB-EB (Aerial Fire)

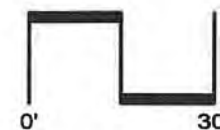


Figure G1.35 NW 3 @ Street C WB-SB (Aerial Fire)

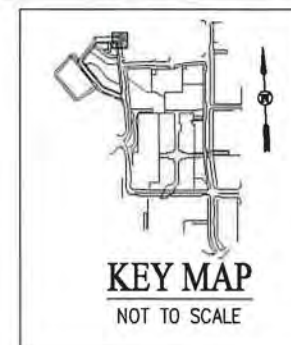


Figure G1.36 Buckingham Way (W) @ Street C EB-SB (Aerial Fire)



Figure G1.37 Buckingham Way (W) @ Street C NB-WB (Aerial Fire)

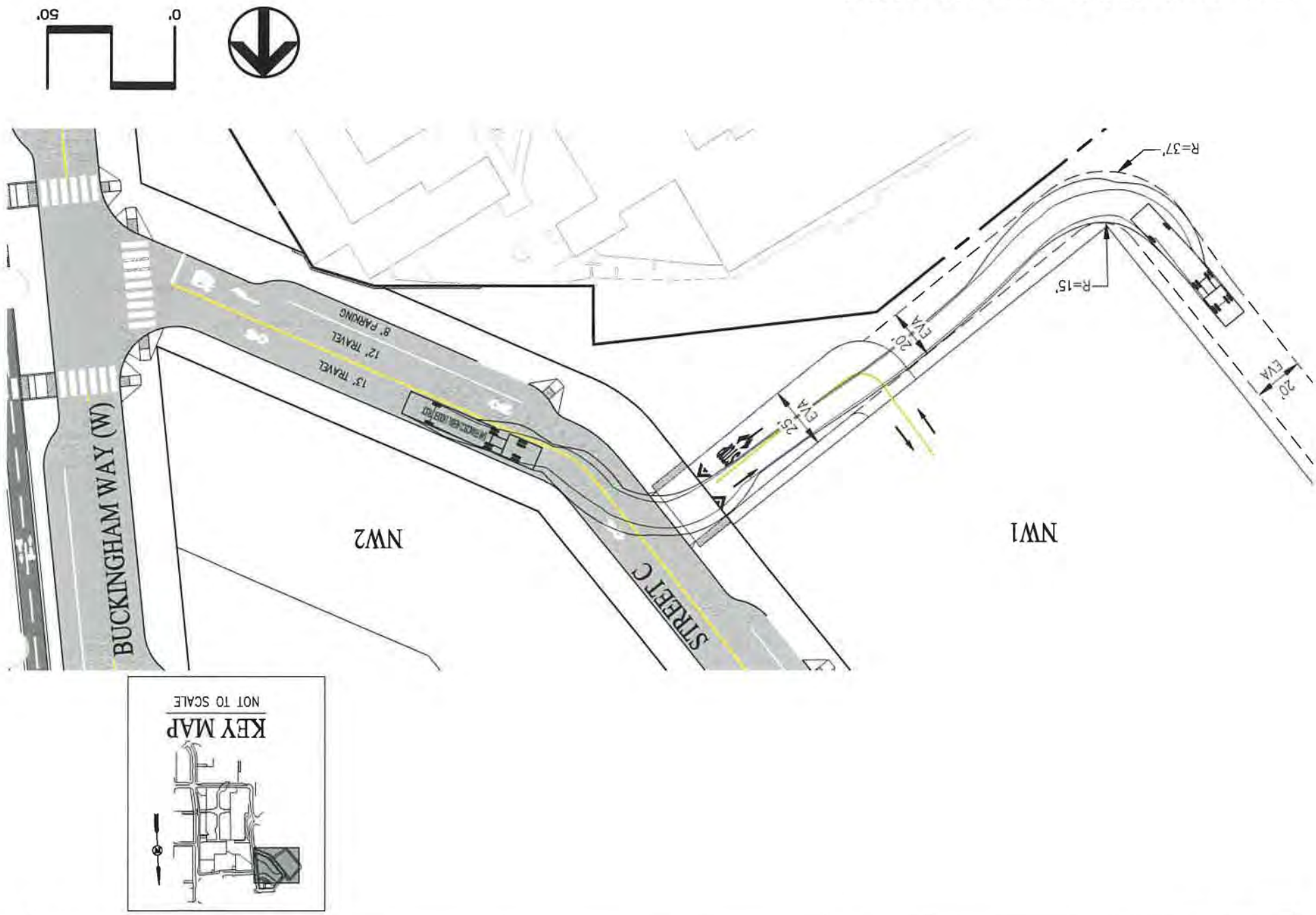


Figure G1.38 NW1 Turnaround (Aerial Fire)

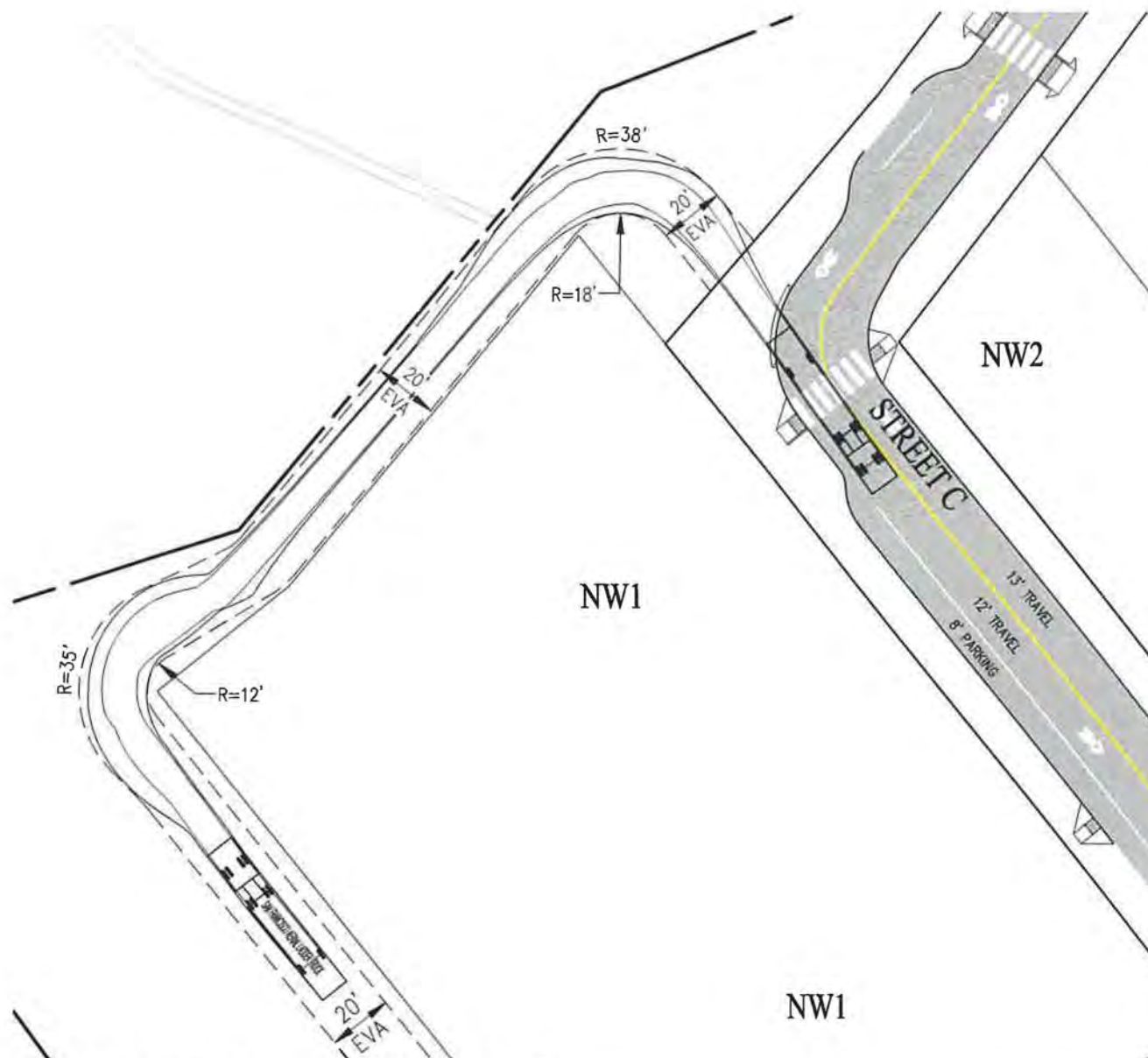
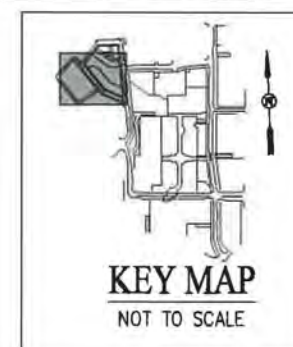


Figure G1.39 NW1 Turnaround (Aerial Fire)

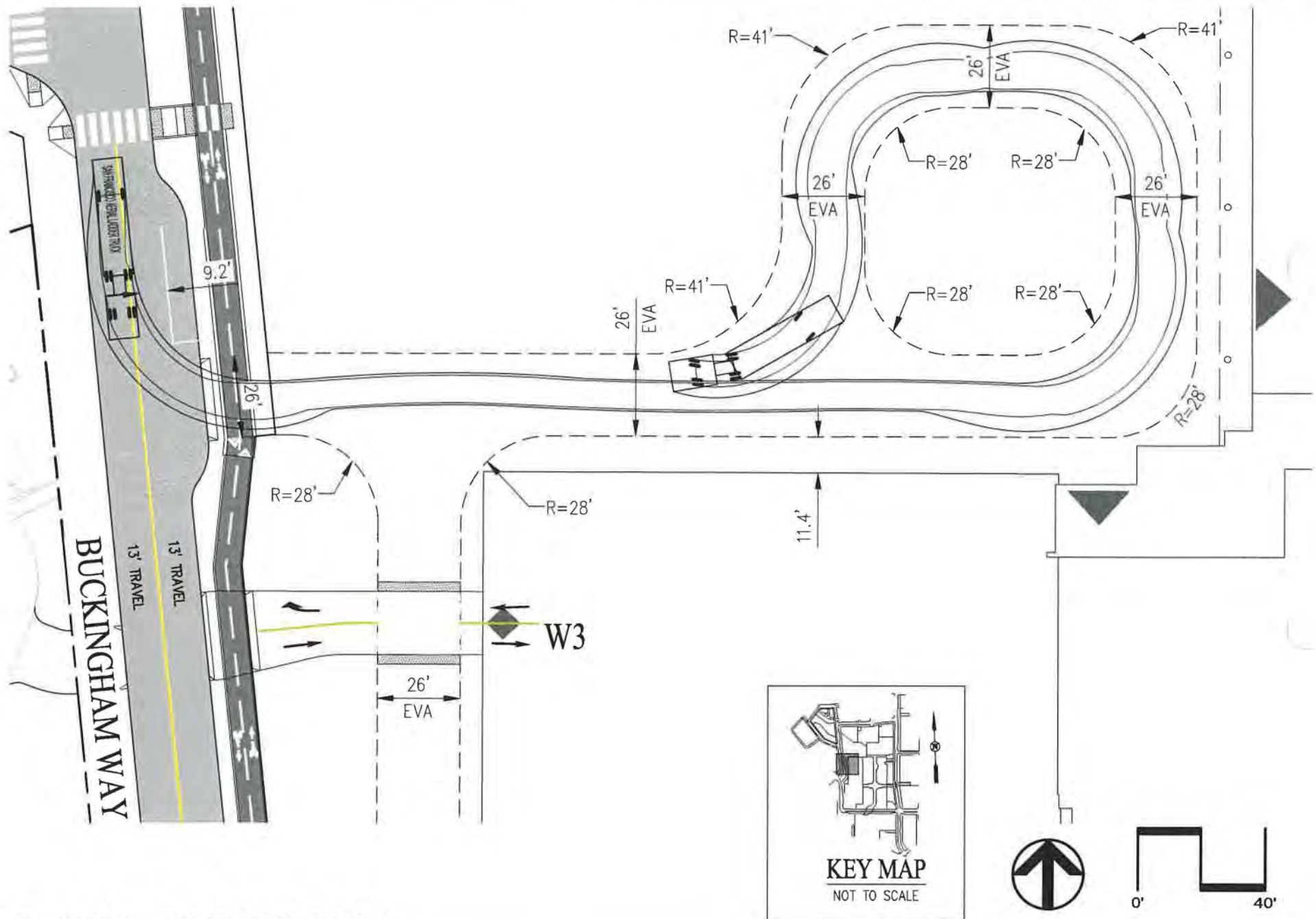


Figure G1.40 W3 SB-EB (Aerial Fire)

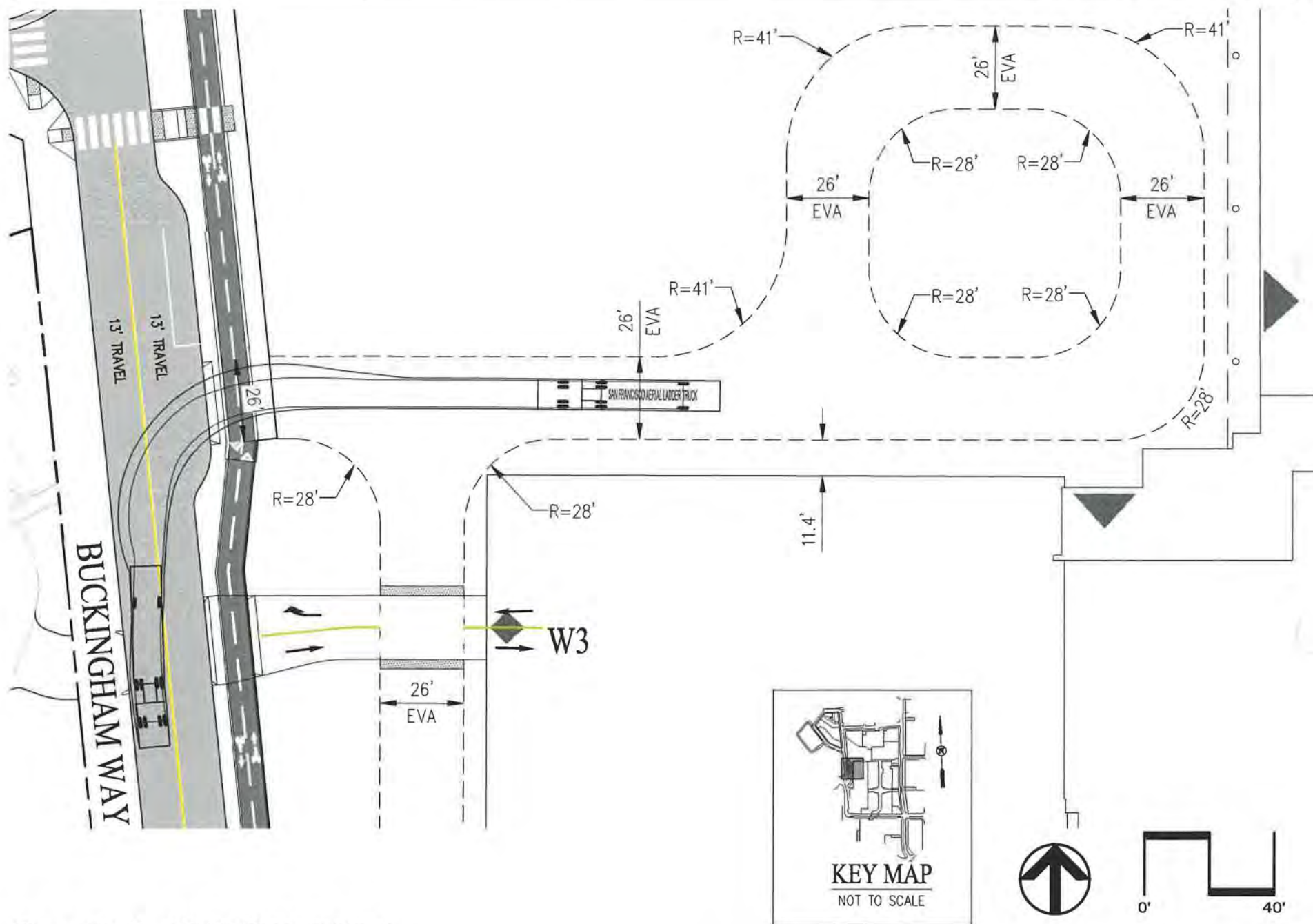


Figure G1.41 W3 EB-SB (Aerial Fire)

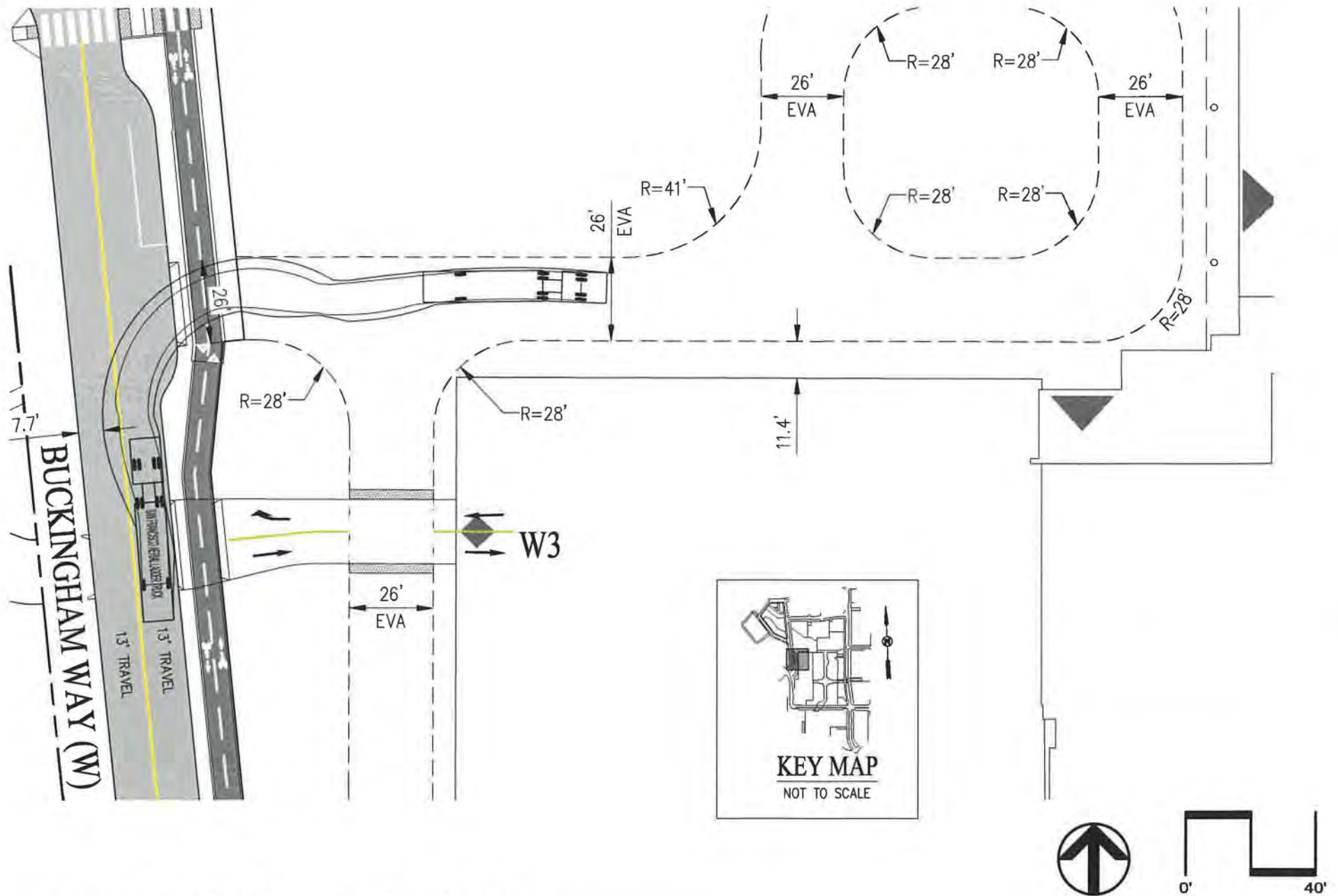


Figure G1.42 W3 NB Turnaround (Aerial Fire)



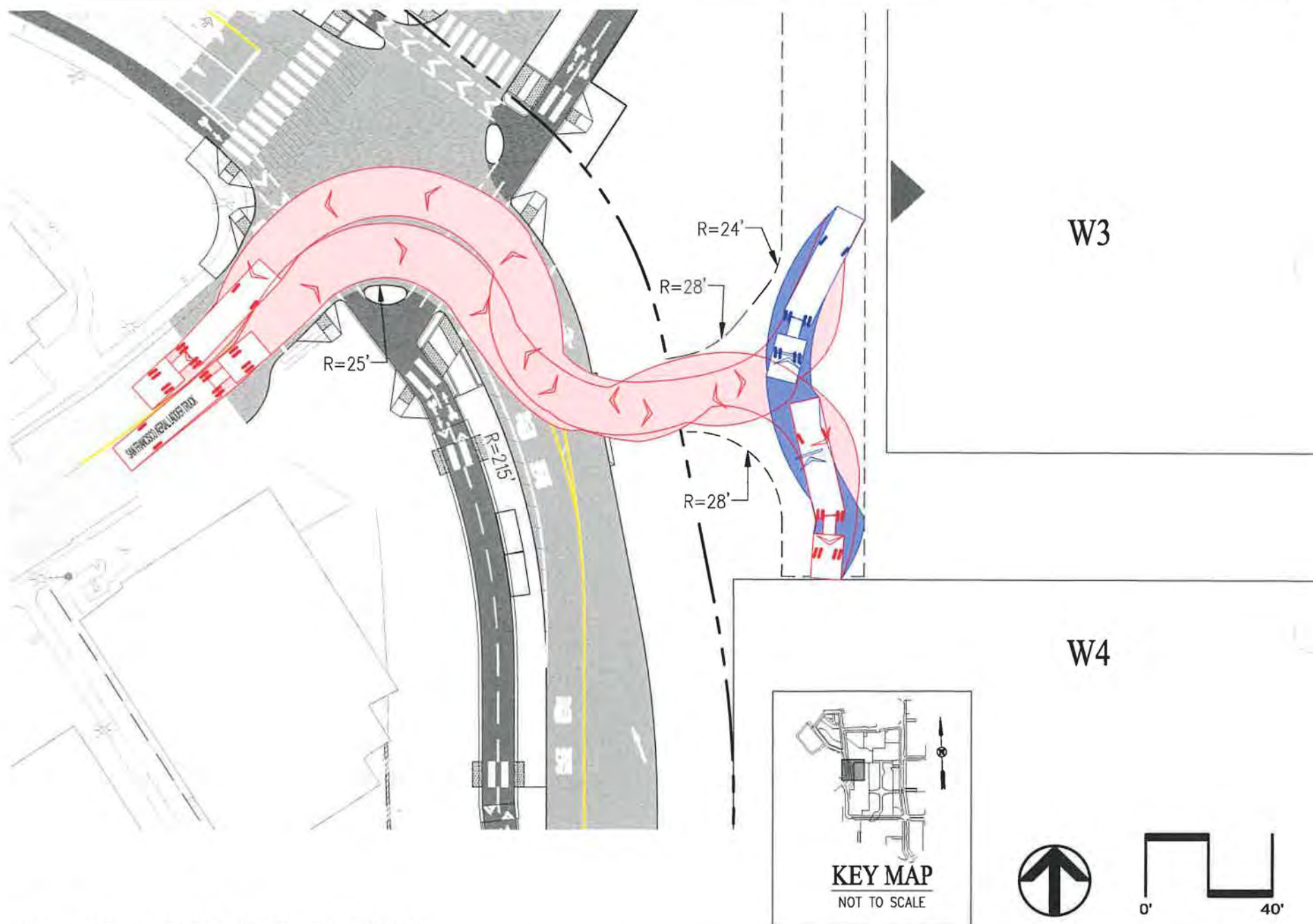


Figure G1.44 W3 & W4 SB (Aerial Fire)

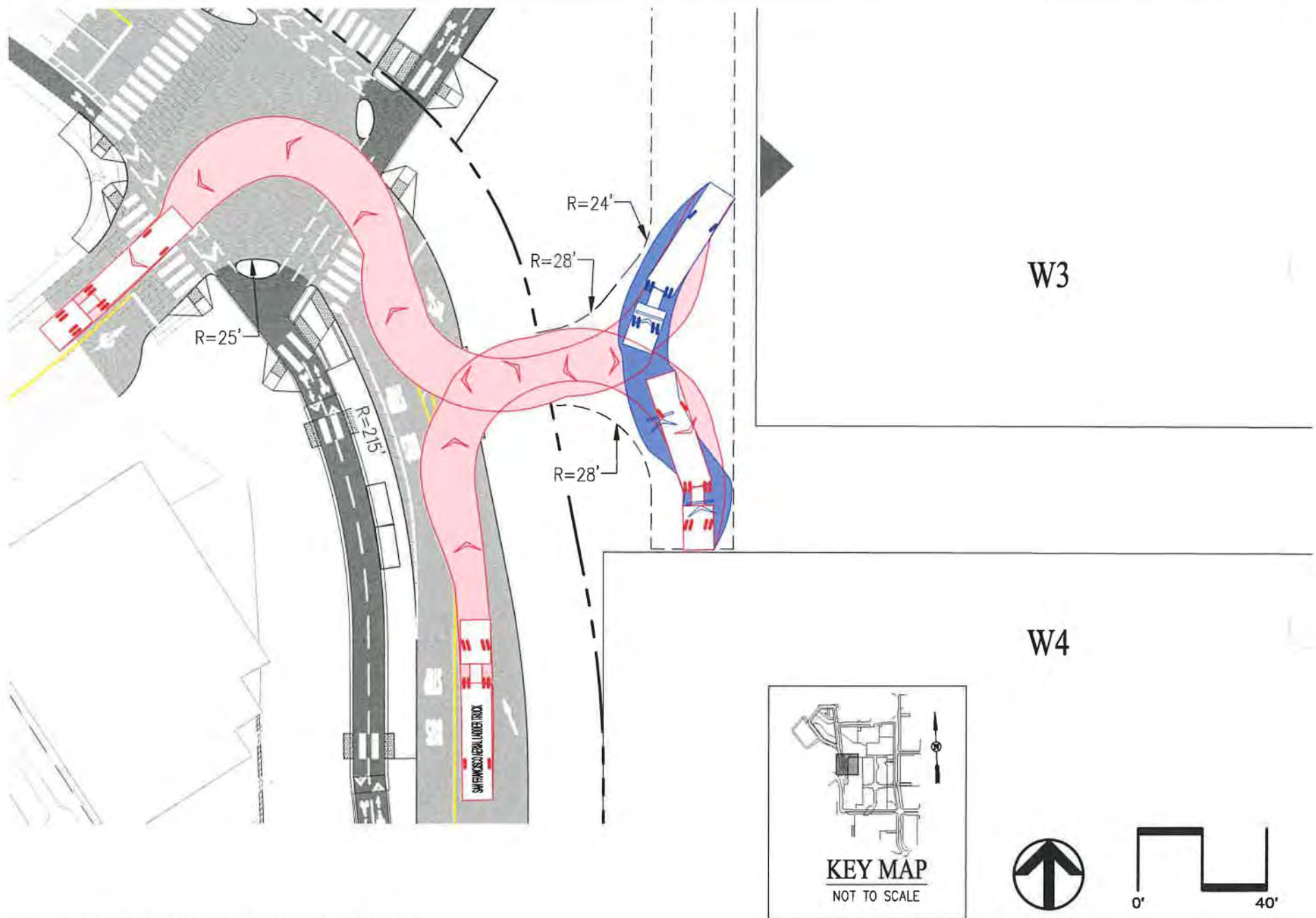


Figure G1.45 W3 & W4 NB (Aerial Fire)

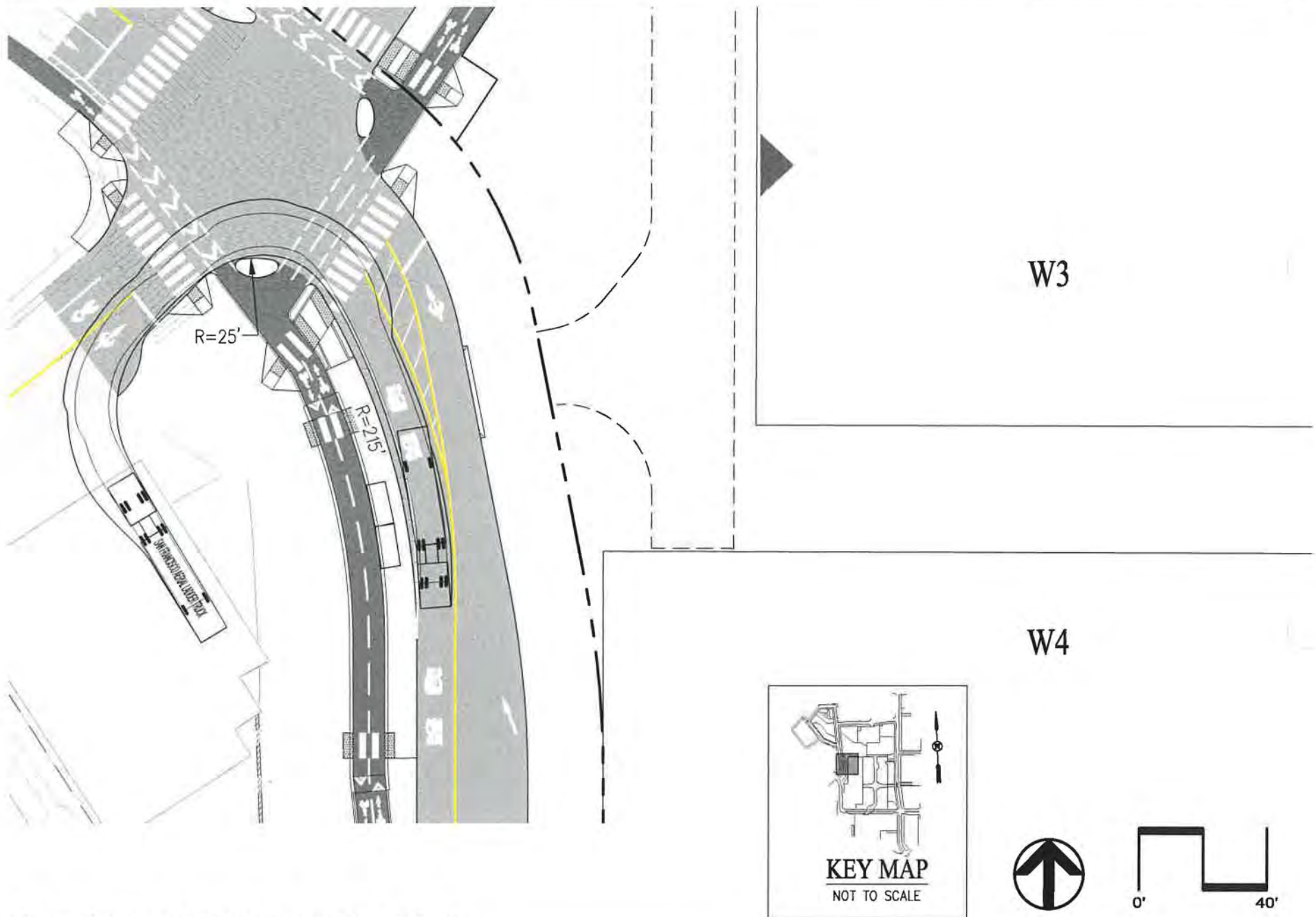


Figure G1.46 W3 & W4 NB-SB (Aerial Fire)

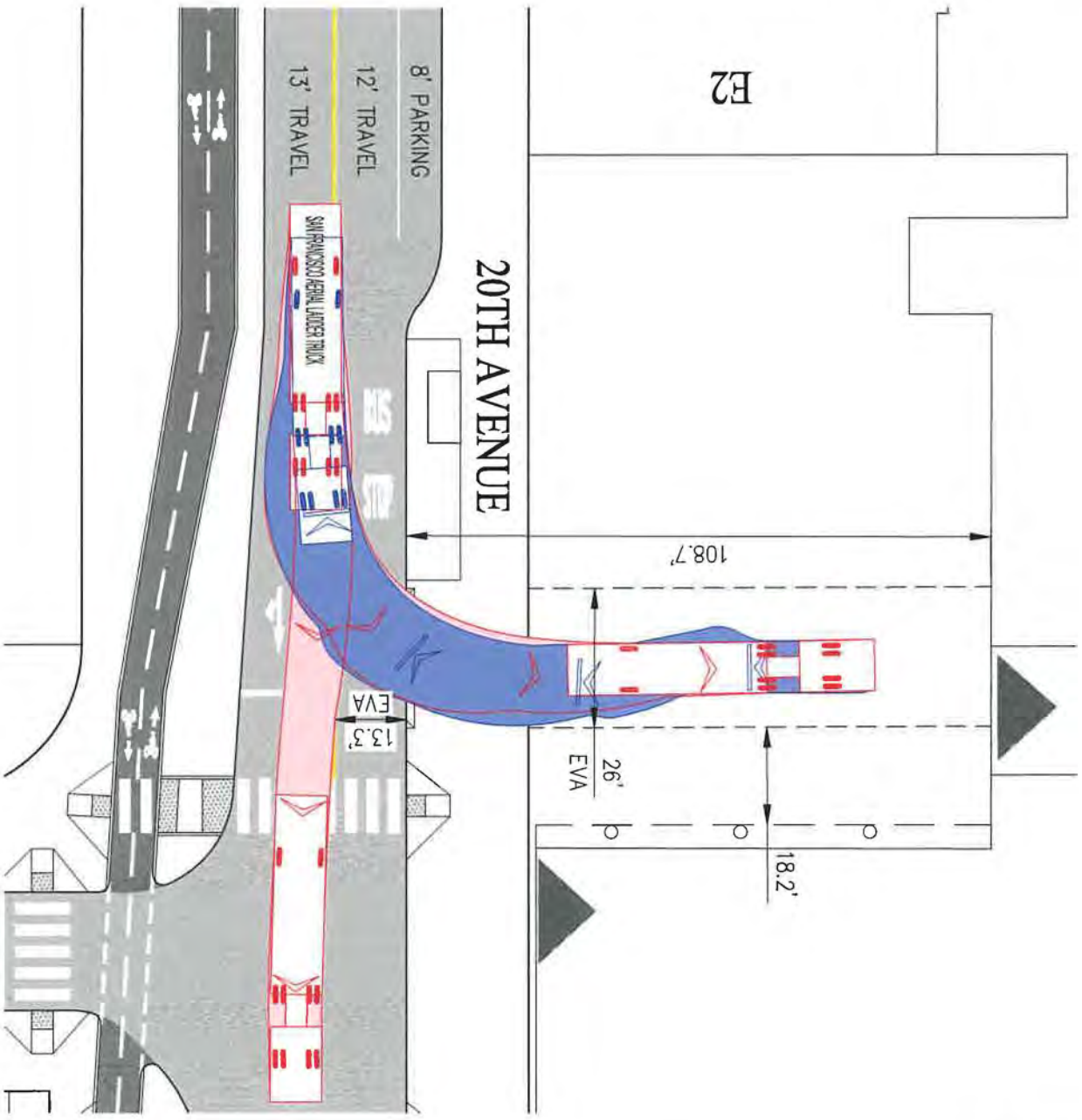


Figure G1.47 Northern Mall Turnaround (Aerial Fire)



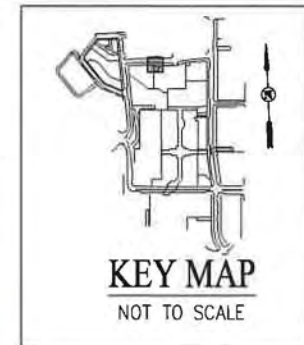
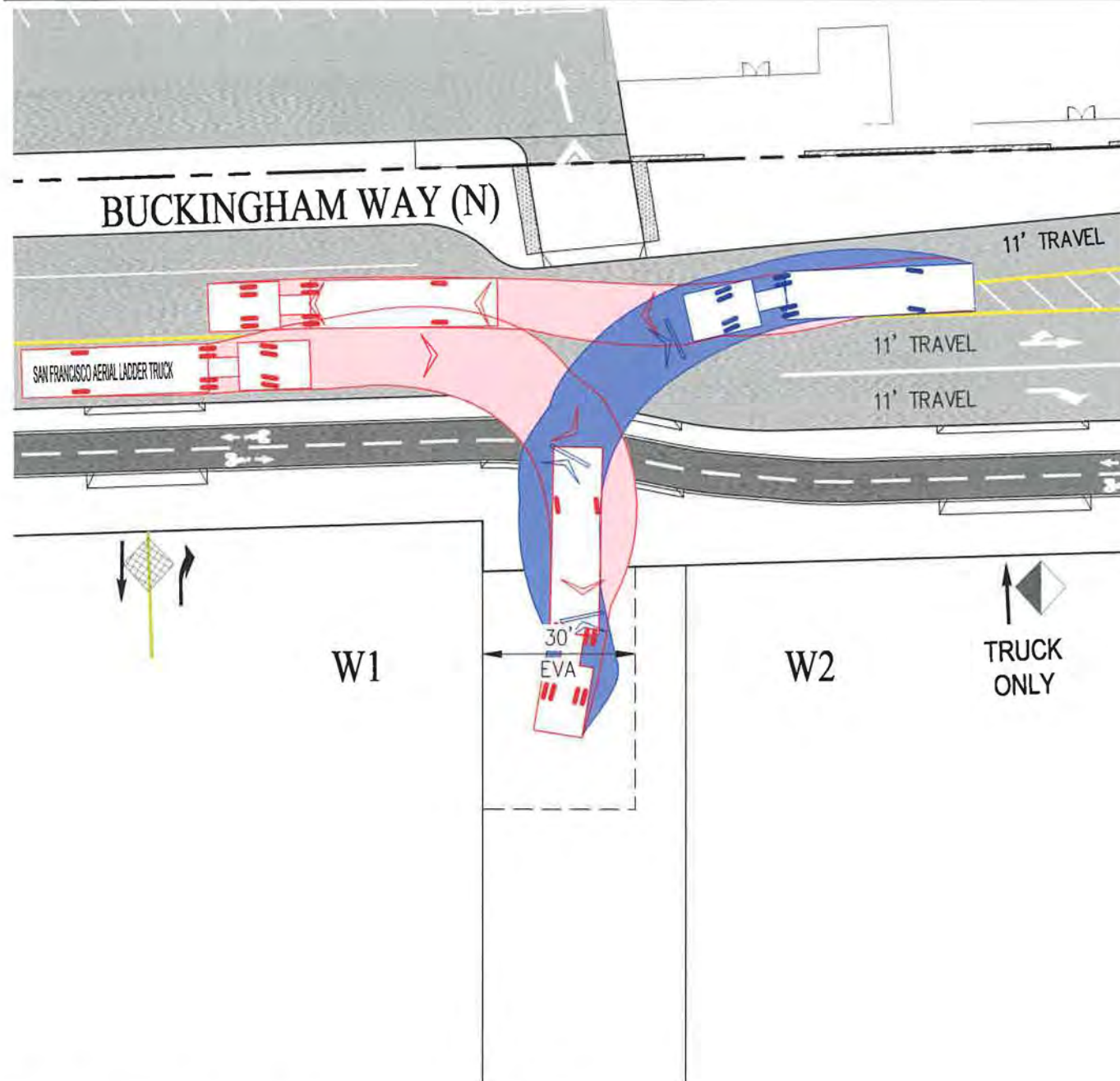


Figure G1.48 W1 & W2 Turnaround (Aerial Fire)

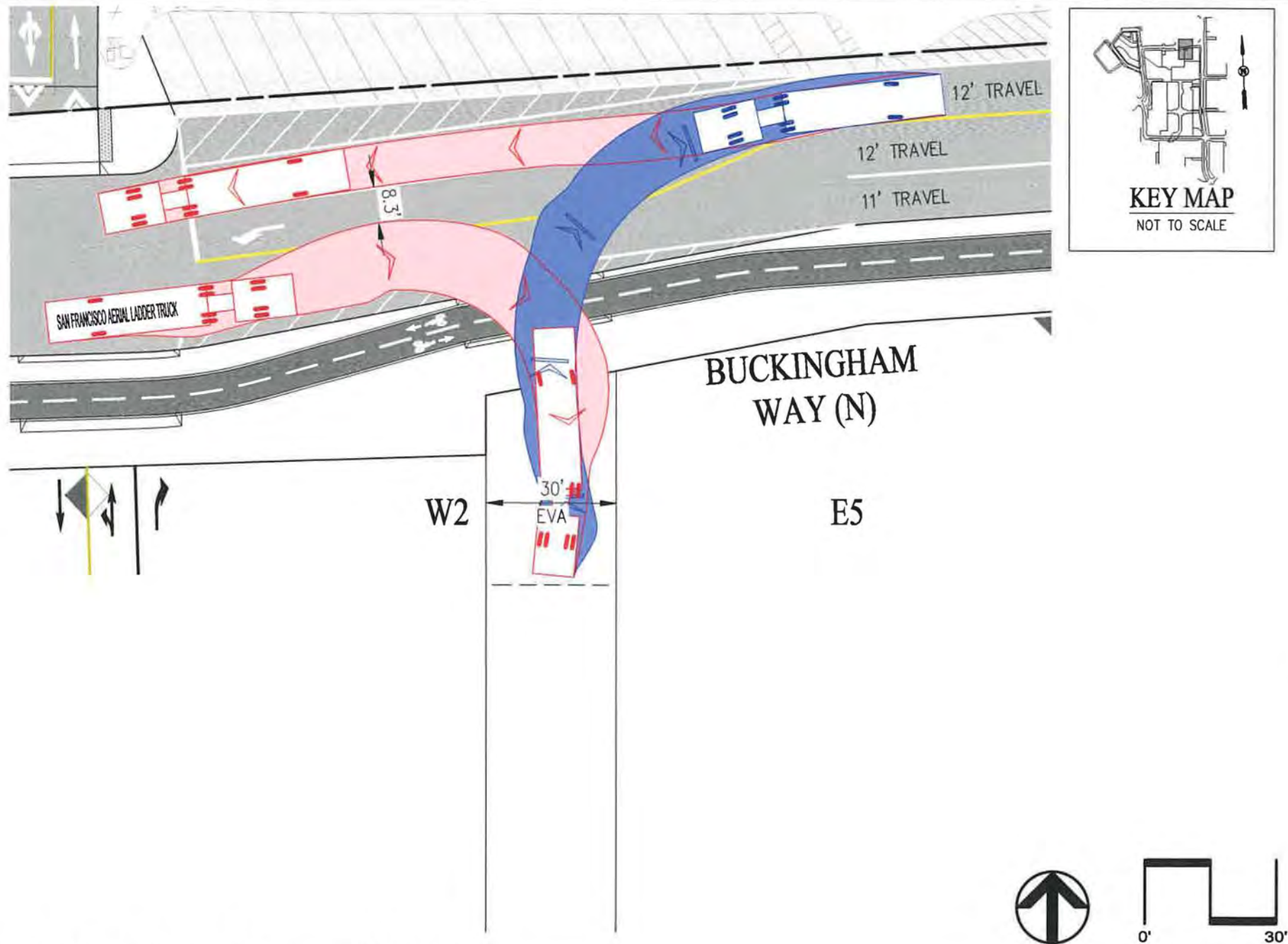


Figure G1.49 W2 & E5 Turnaround (Aerial Fire)

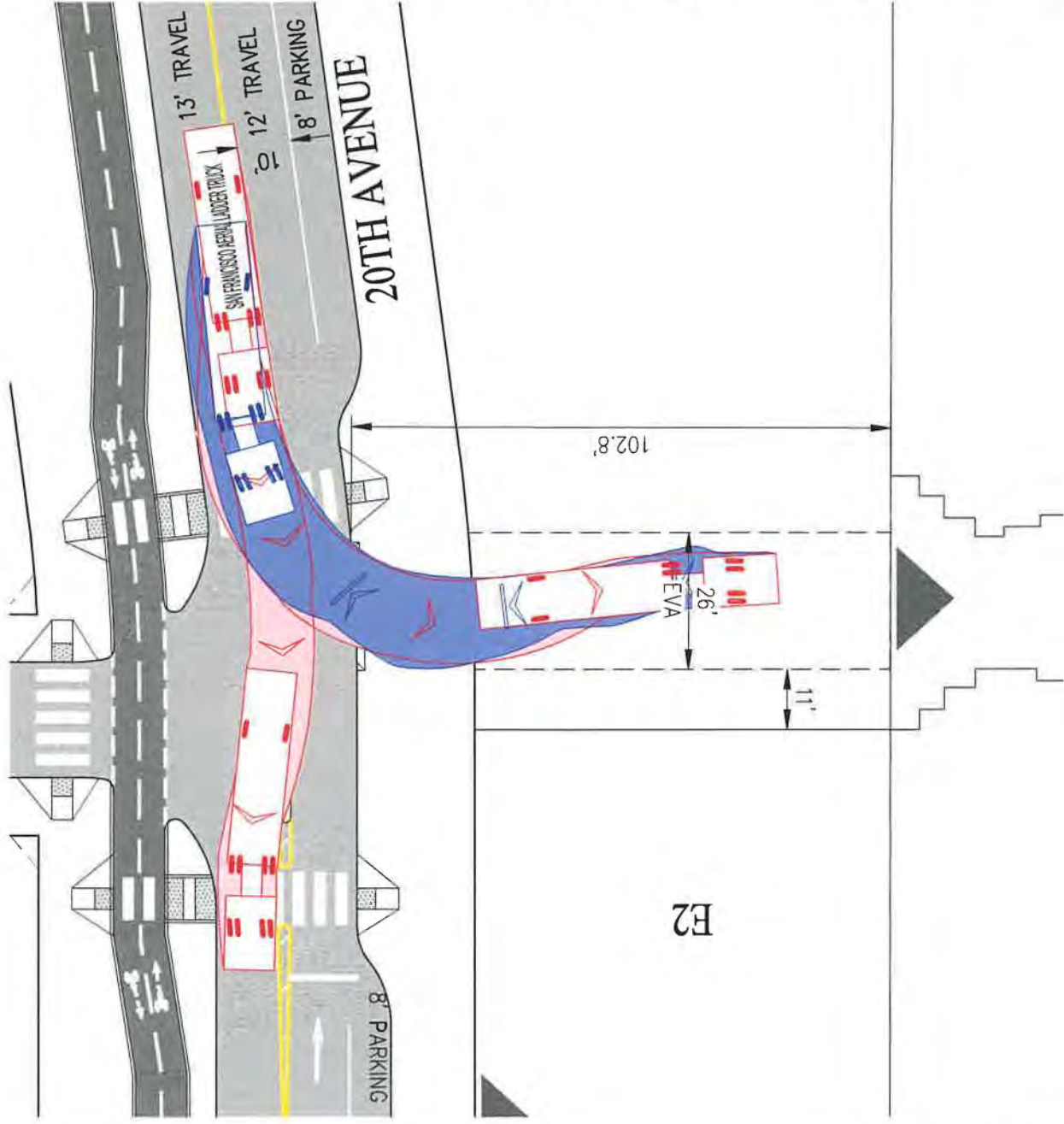


Figure G1.50 E2 Turnaround (Aerial Fire)



KEY MAP

NOT TO SCALE

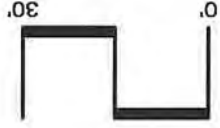
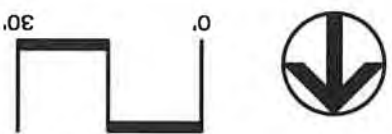
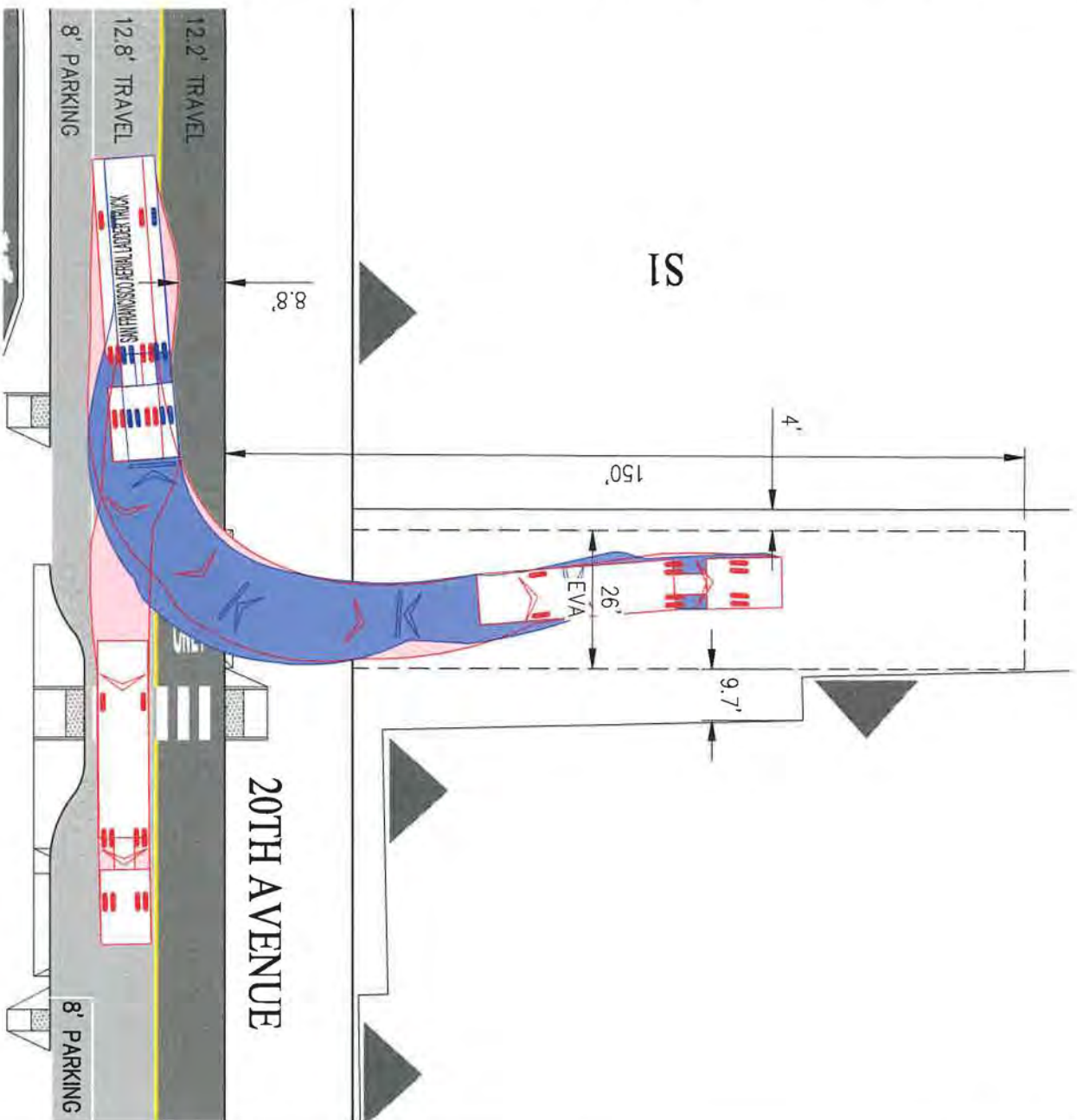


Figure G1.51 S1 Turnaround (Aerial Fire)



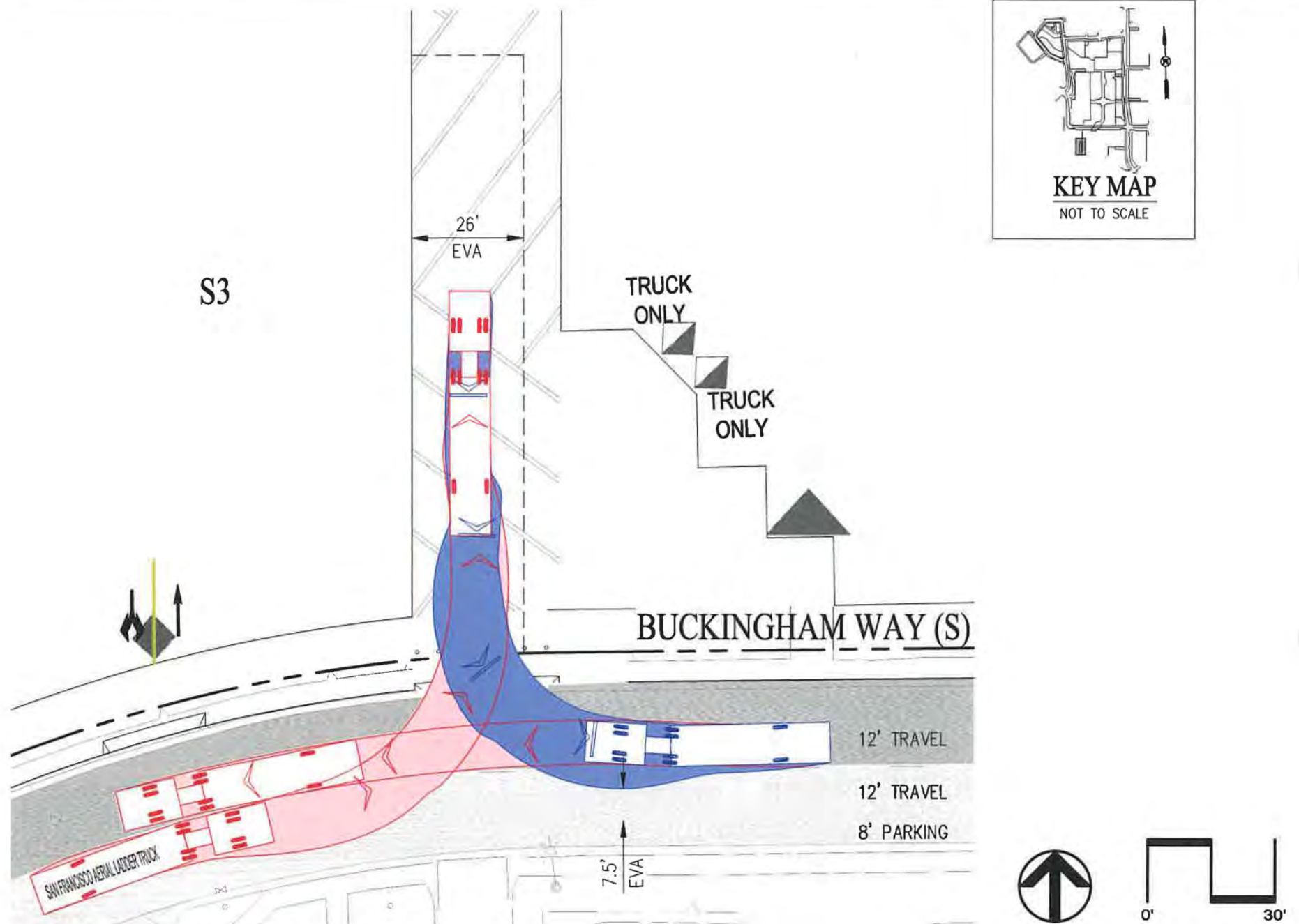


Figure G1.52 S3 Turnaround (Aerial Fire)

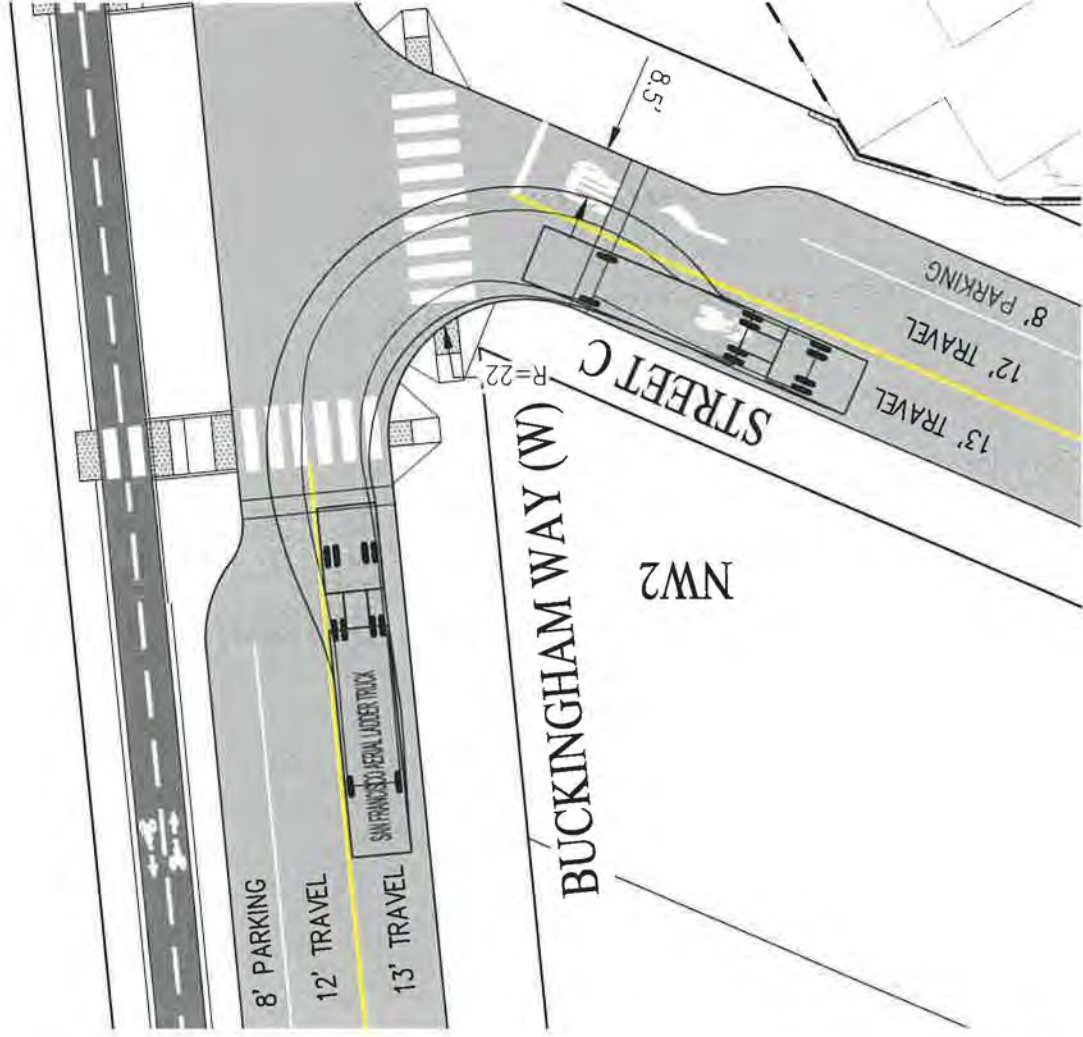


Figure G1.53 Buckingham Way (W) @ NW2 SB-WB (Aerial Fire)



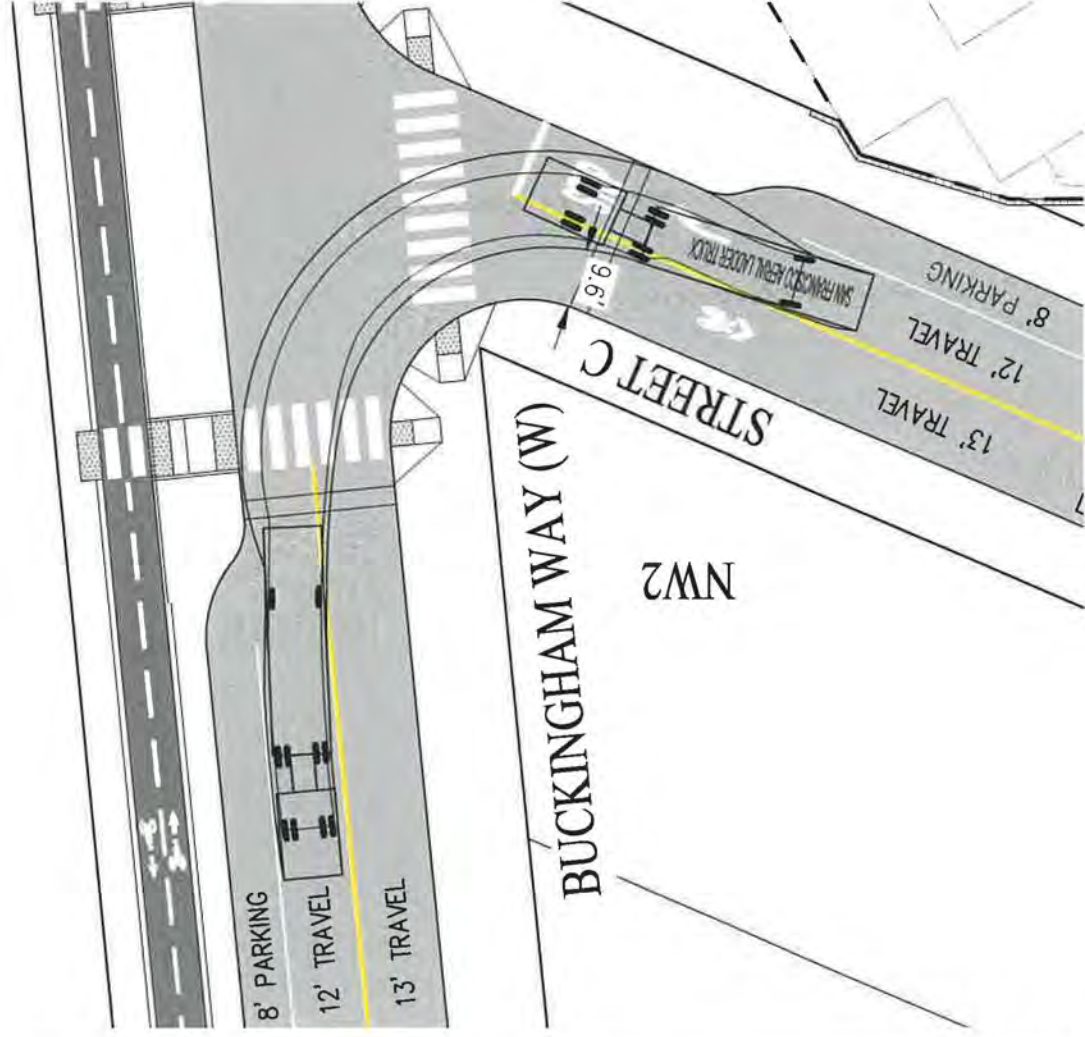


Figure G1.54 Buckingham Way (W) @ NW2 EB-NB (Aerial Fire)



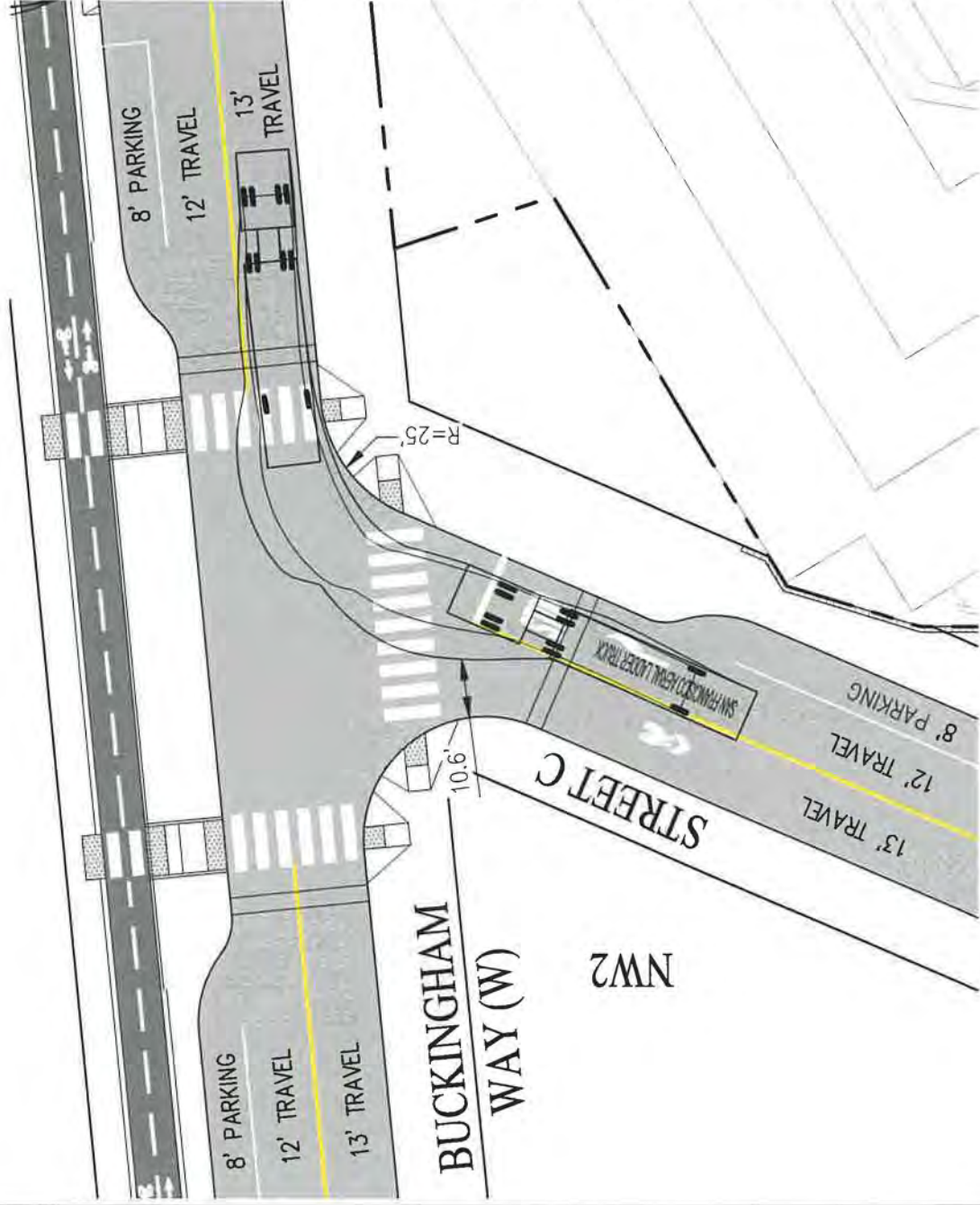


Figure G1.55 Buckingham Way (W) @ NW2 EB-SB (Aerial Fire)



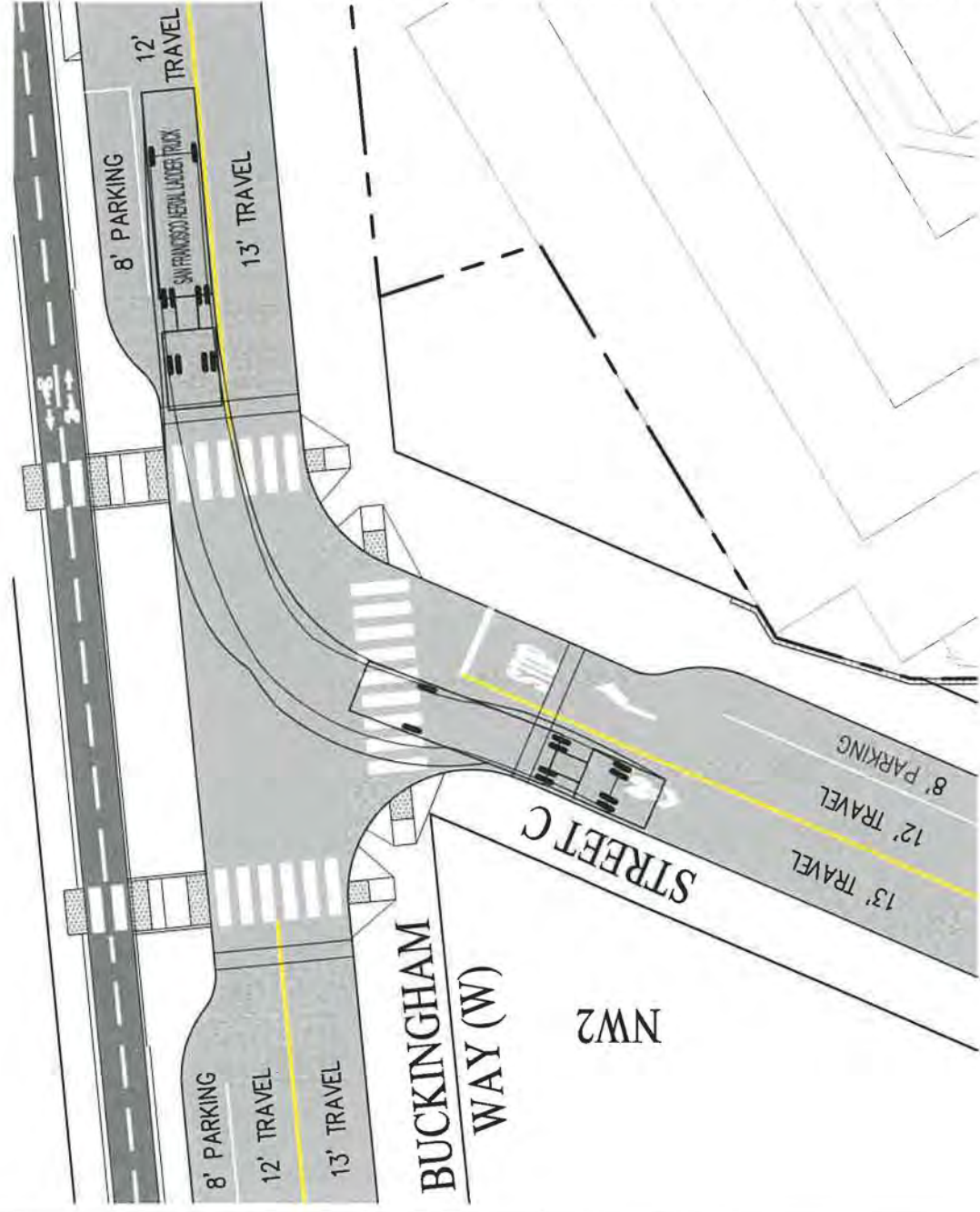


Figure G1.56 Buckingham Way (W) @ NW2 NB-WB (Aerial Fire)

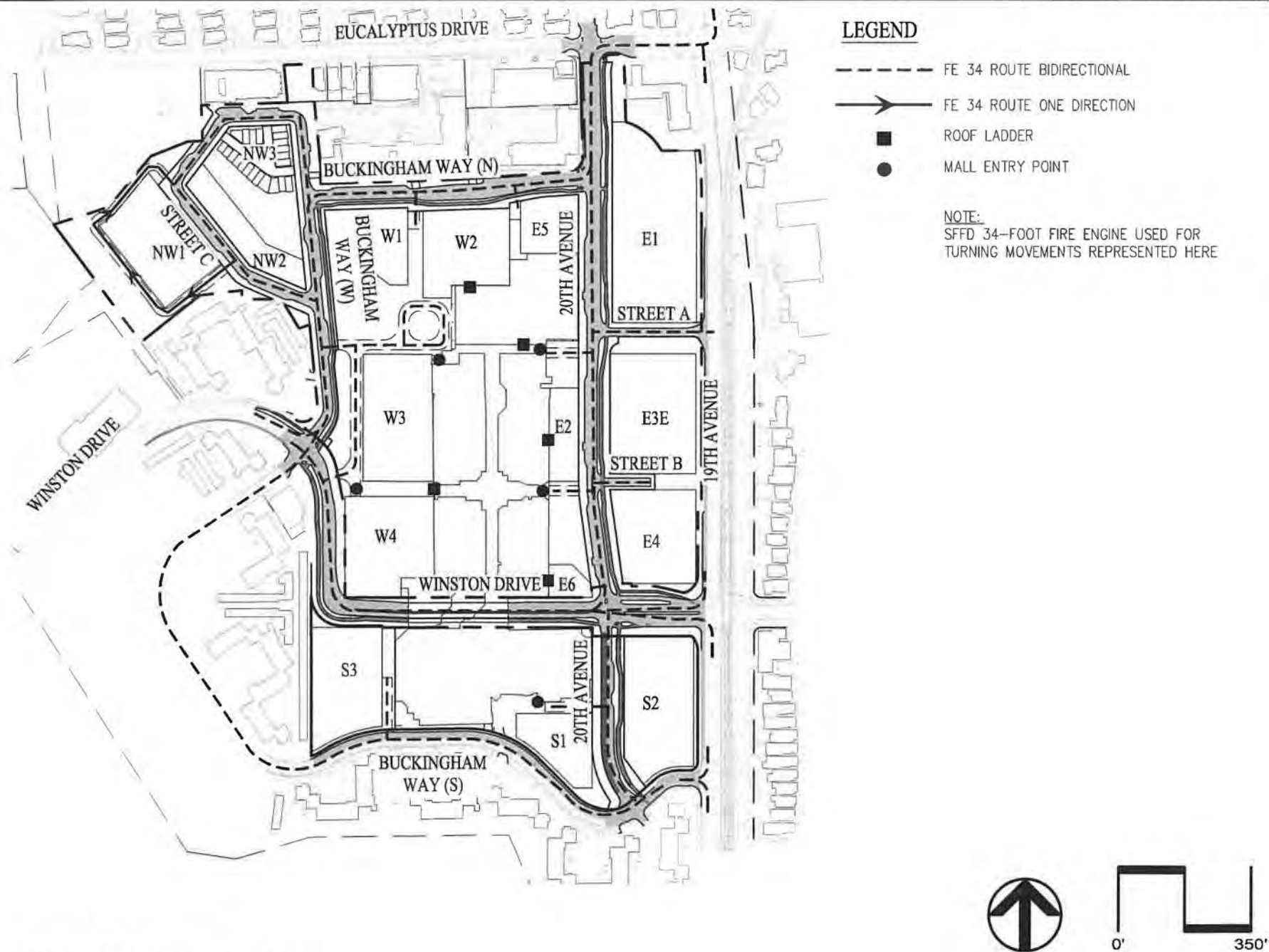


Figure G2.0 FE 34 Vehicle Route

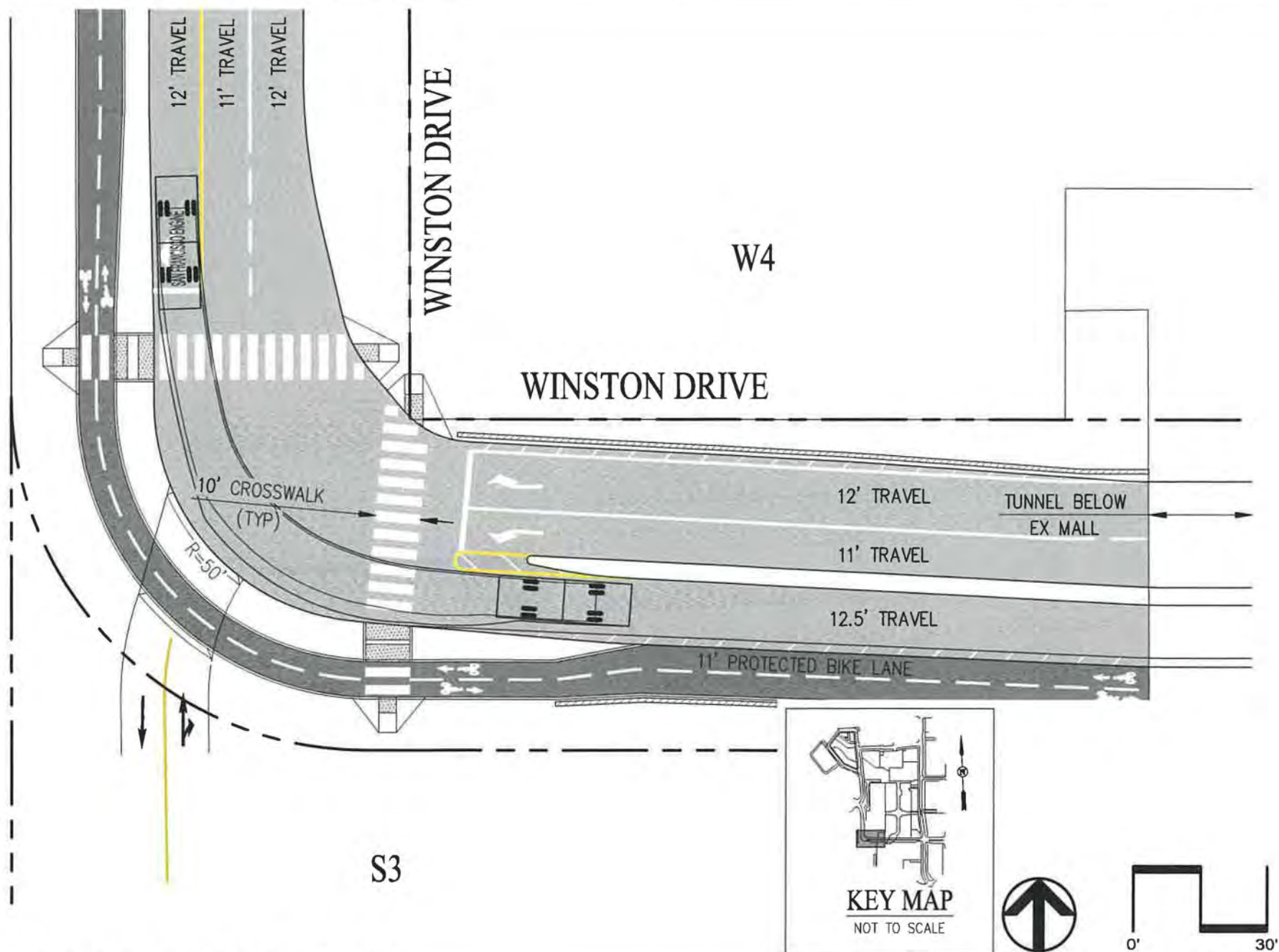


Figure G2.1 Winston Drive SB-EB (FE 34)

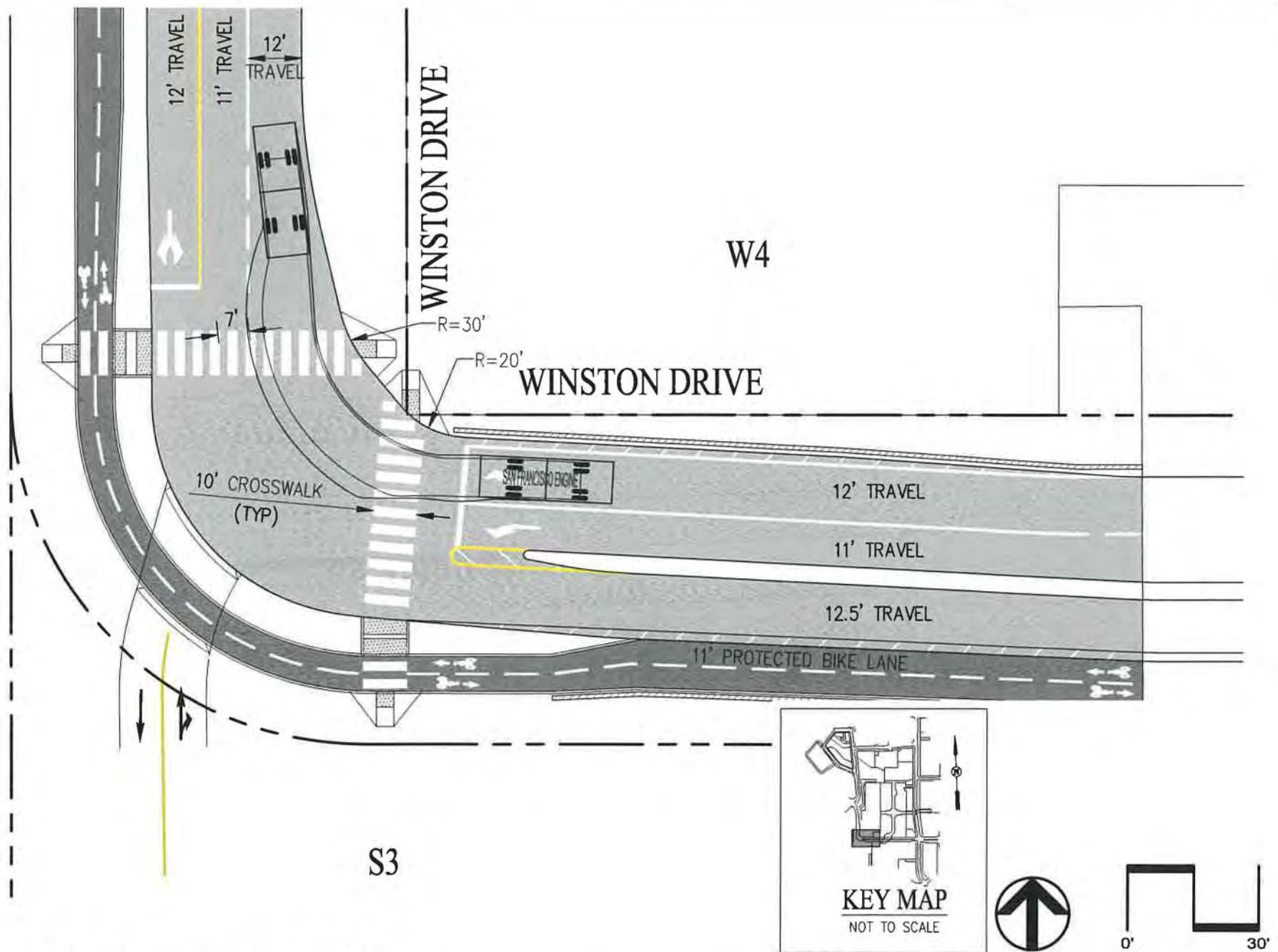


Figure G2.2 Winston Drive WB-NB (FE 34)

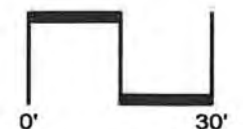
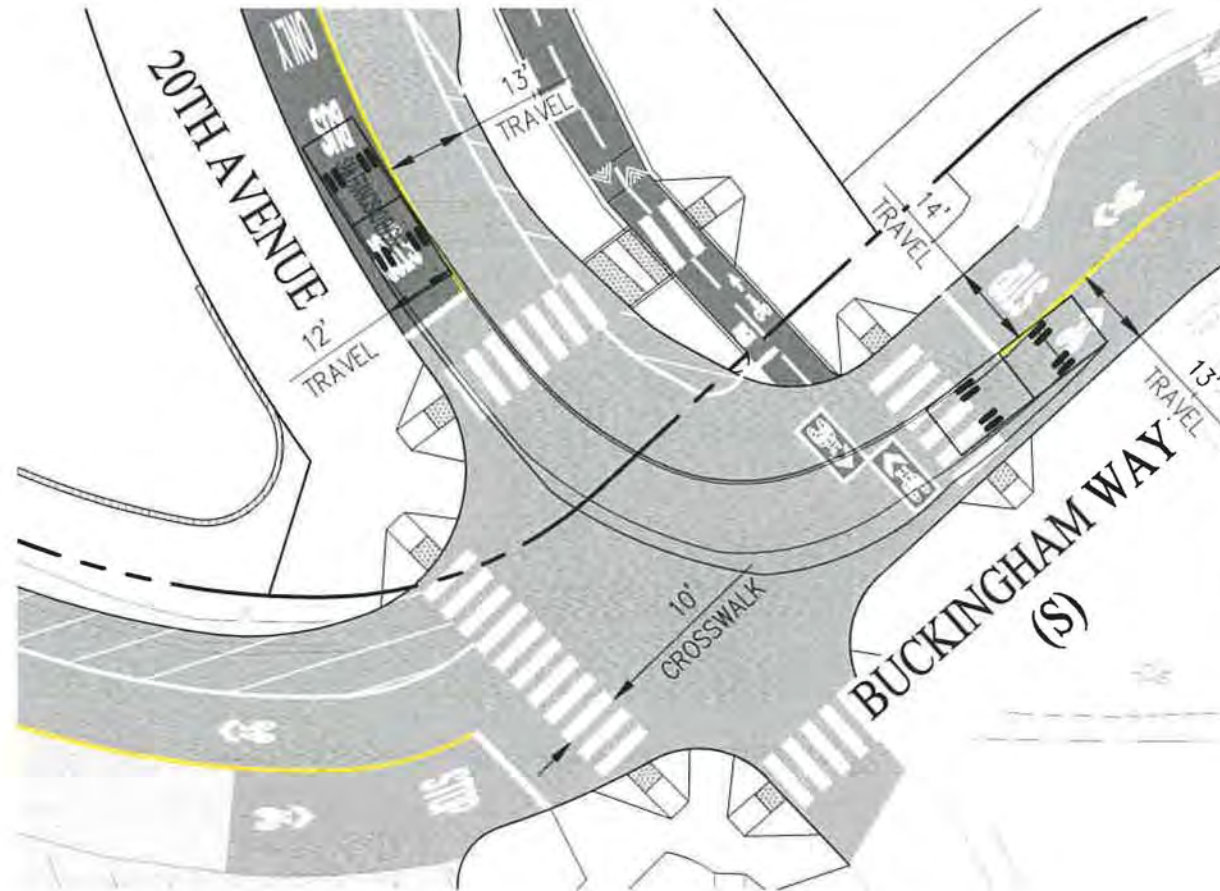


Figure G2.3 Buckingham Way (S) @ 20th Avenue SB-EB (FE 34)

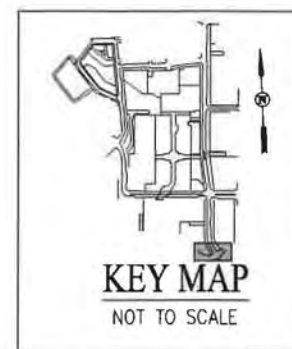
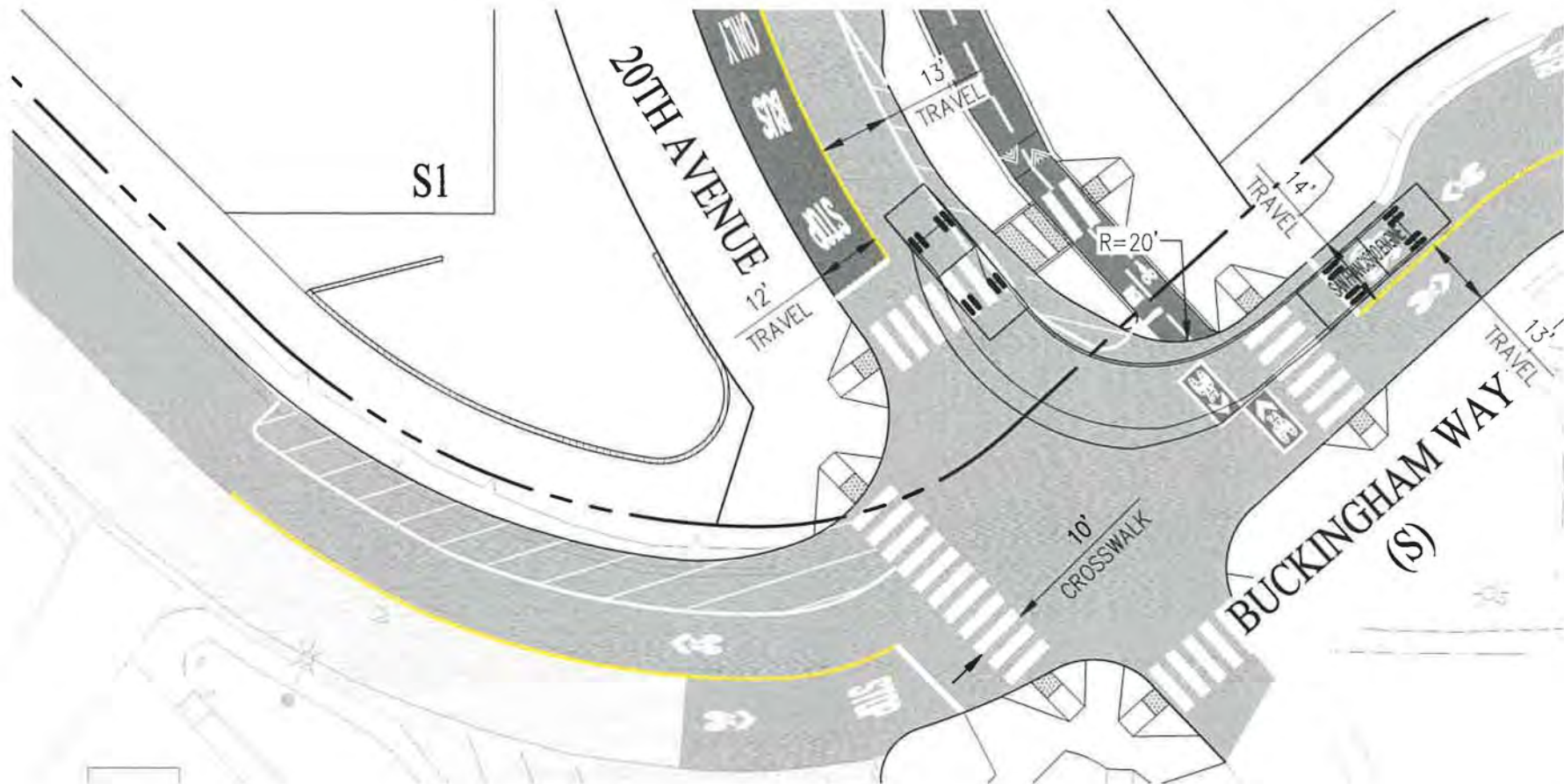


Figure G2.4 Buckingham Way (S) @ 20th Avenue WB-NB (FE 34)

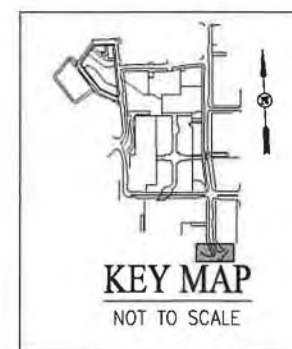


Figure G2.5 Buckingham Way (S) @ 20th Avenue SB-WB (FE 34)

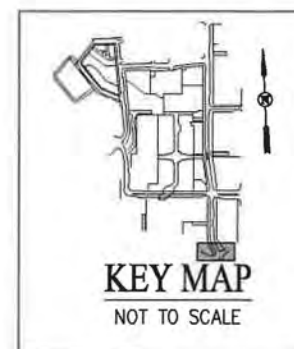
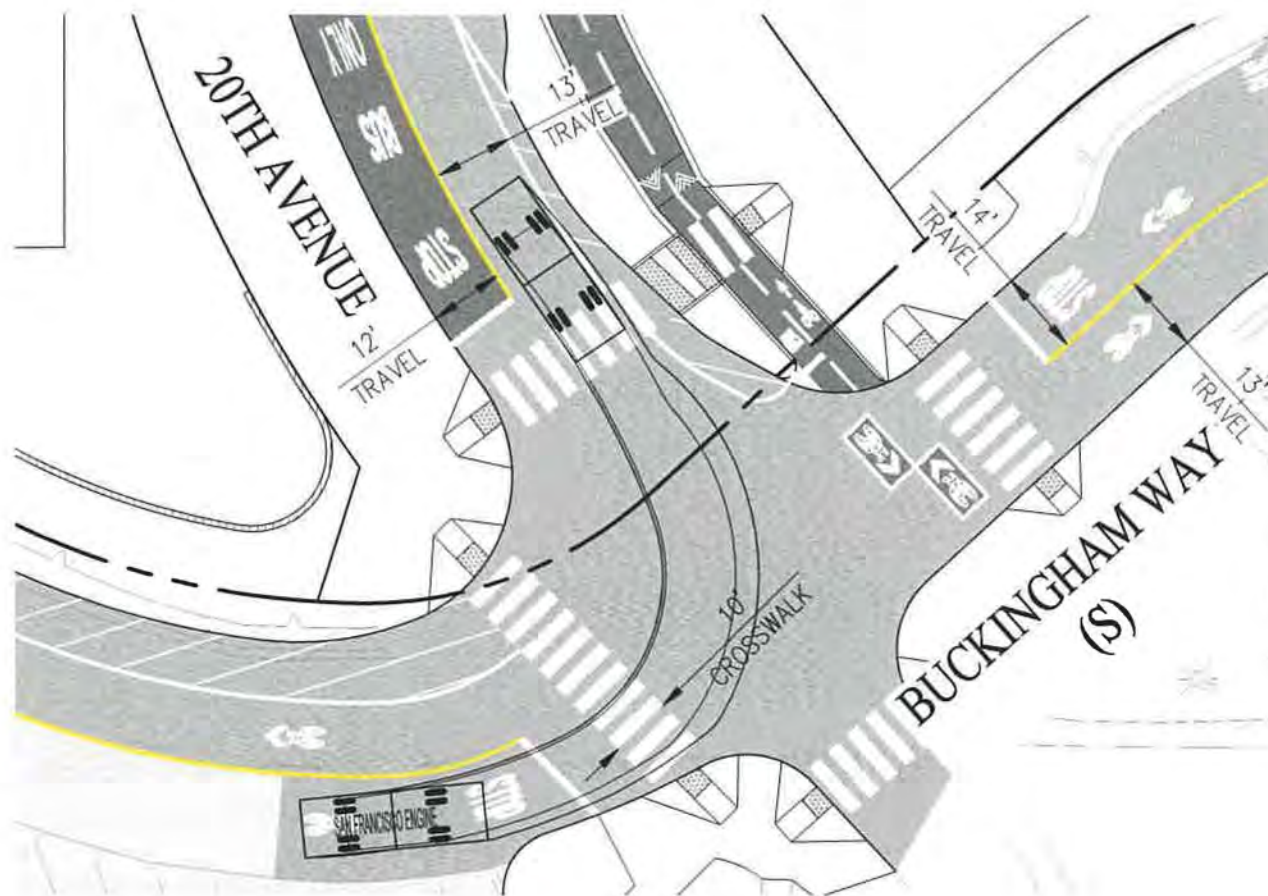


Figure G2.6 Buckingham Way (S) @ 20th Avenue WB-NB (FE 34)

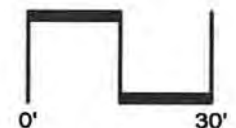
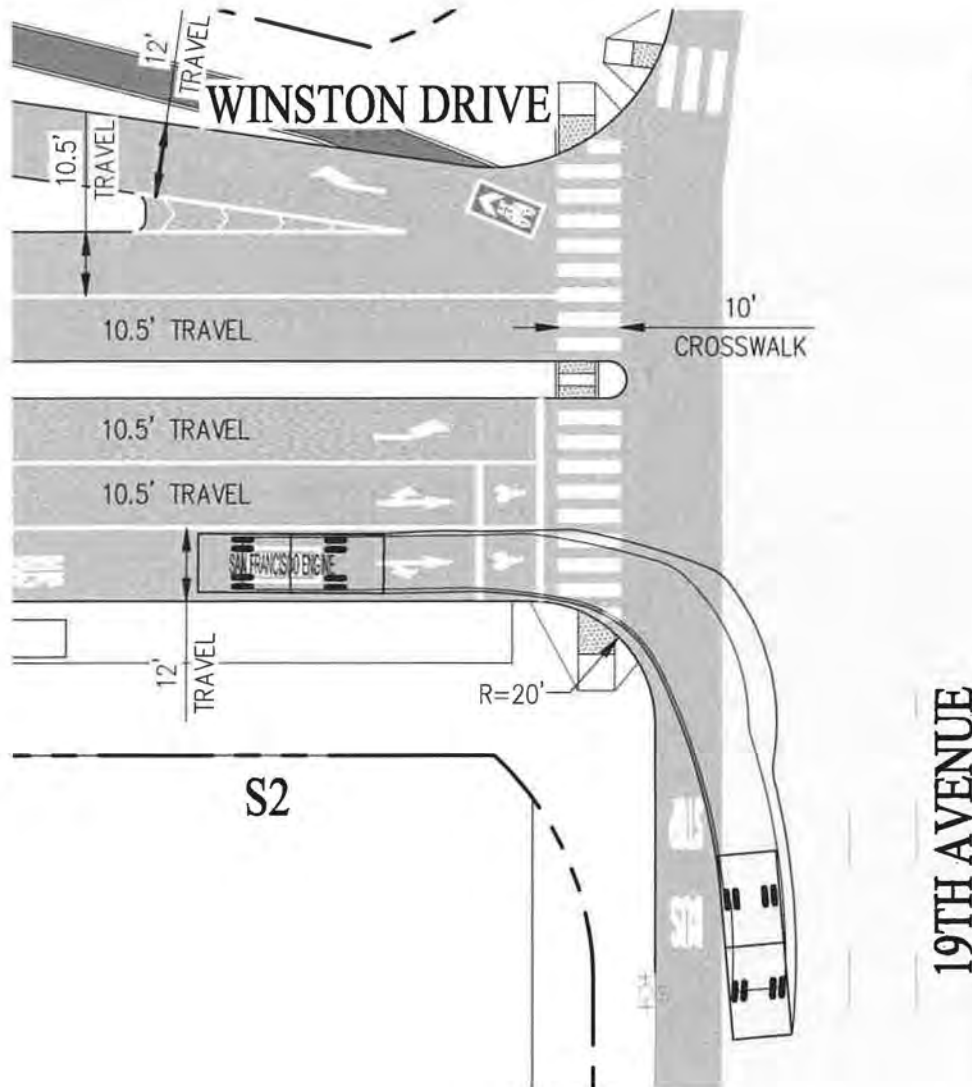


Figure G2.7 Winston Drive @ 19th Avenue EB-SB (FE 34)

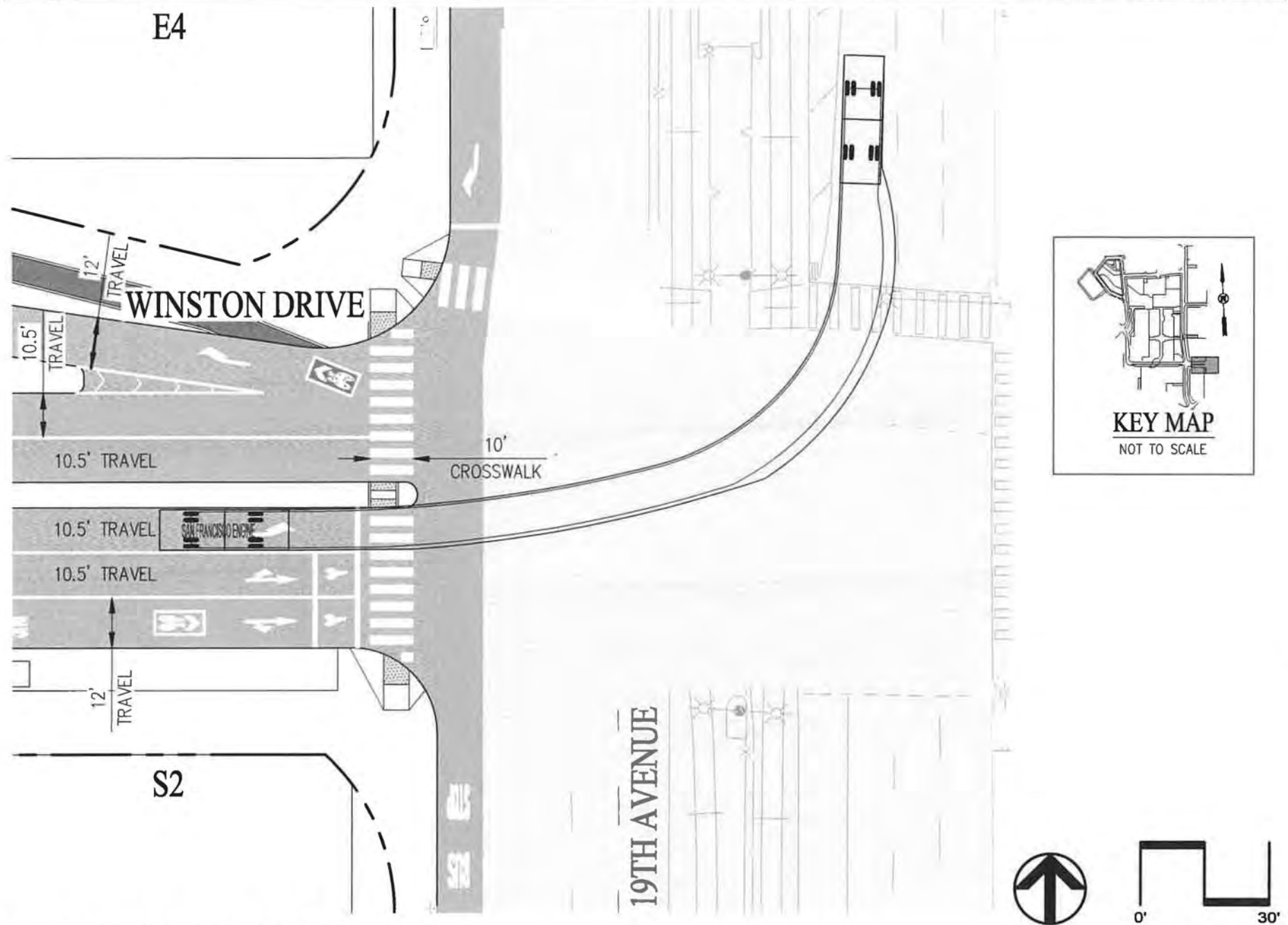


Figure G2.8 Winston Drive @ 19th Avenue WB-NB (FE 34)

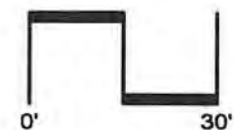
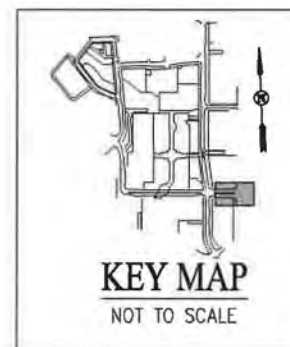
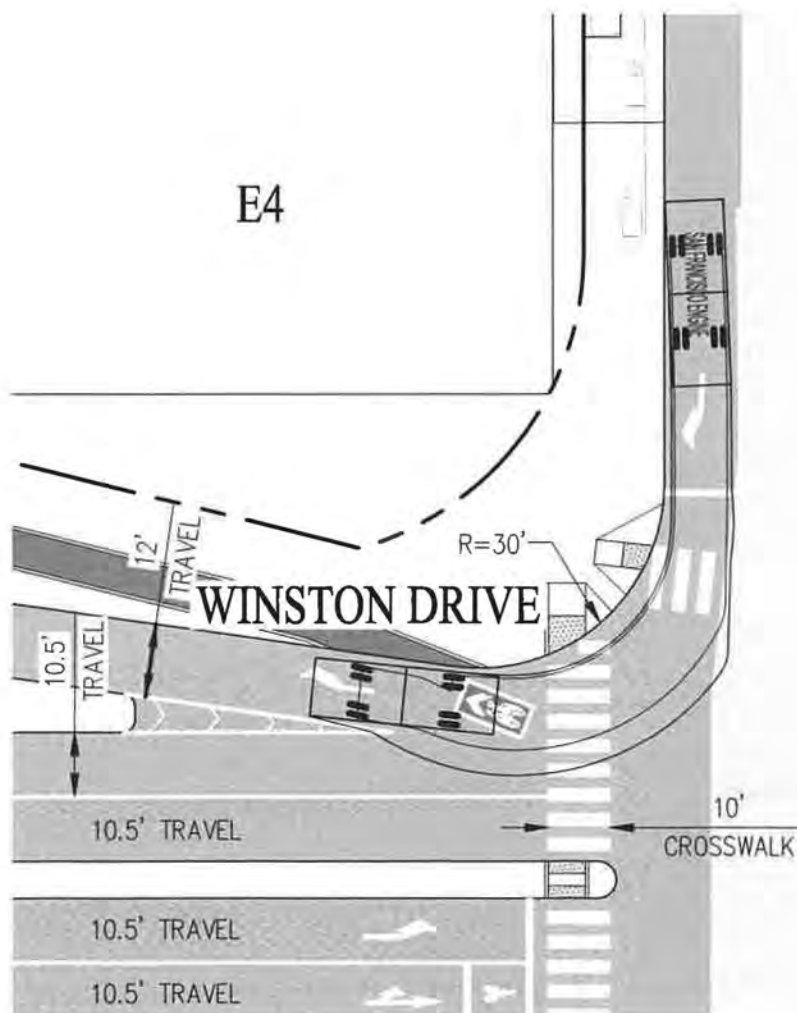


Figure G2.9 Winston Drive @ 19th Avenue SB-WB (FE 34)

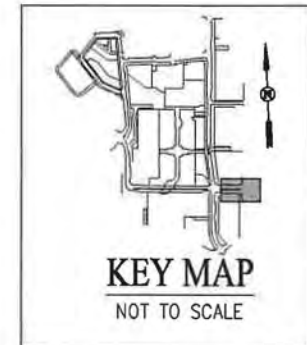
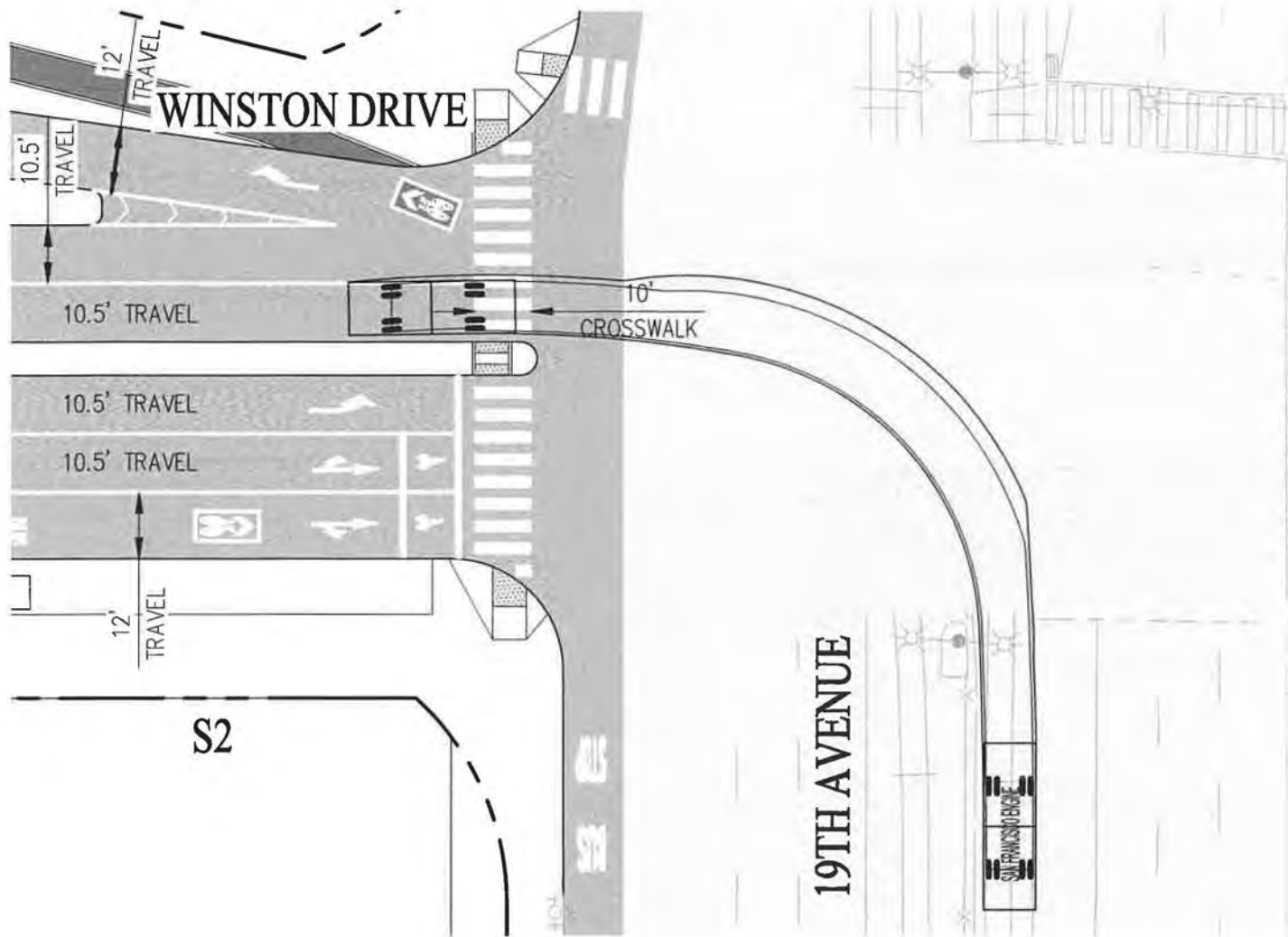


Figure G2.10 Winston Drive @ 19th Avenue NB-WB (FE 34)

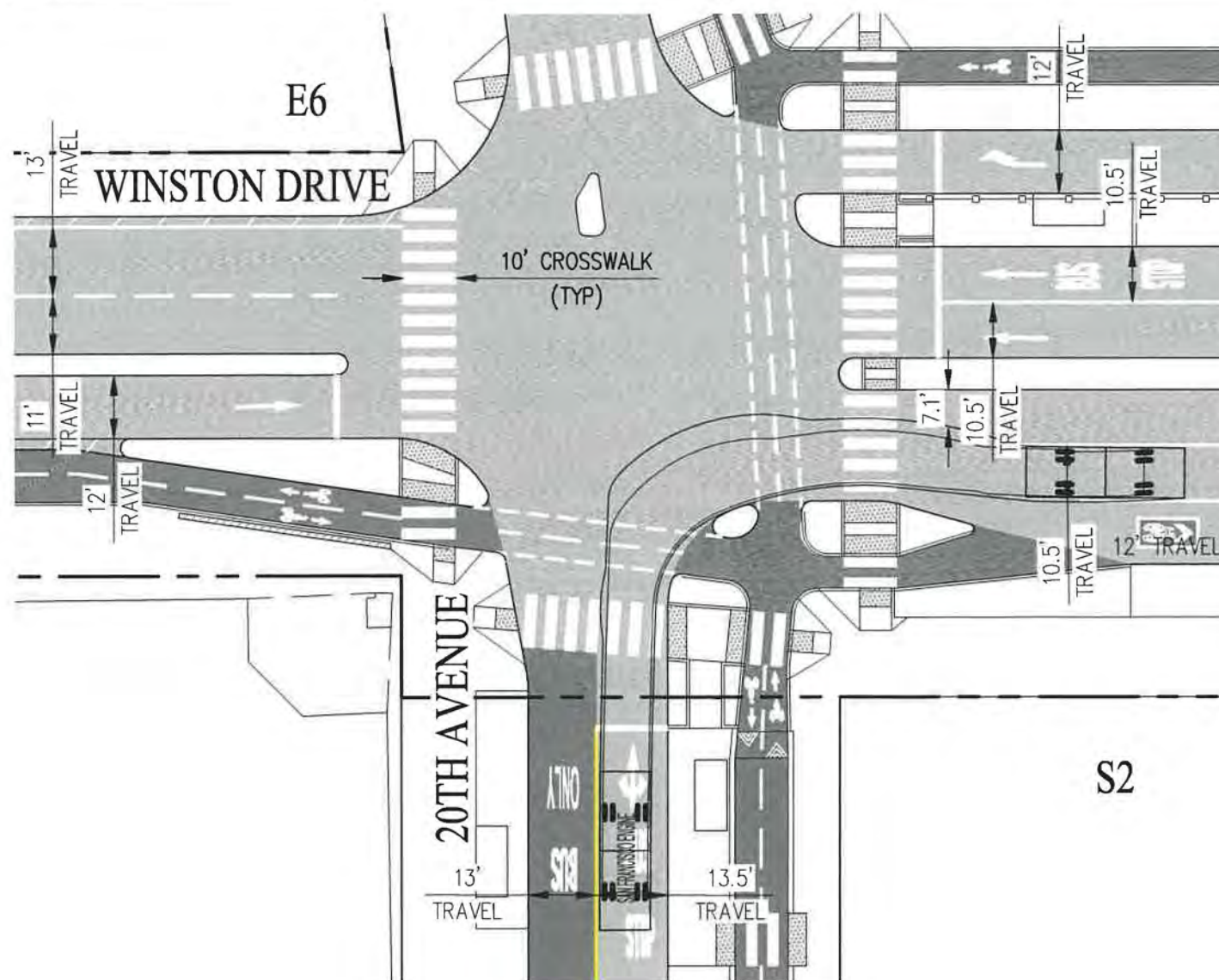


Figure G2.11 Winston Drive @ 20th Avenue NB-EB (FE 34)



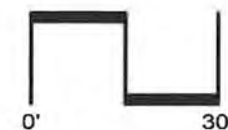


Figure G2.13 Winston Drive @ 20th Avenue NB-WB (FE 34)

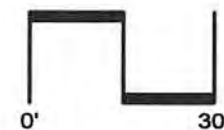


Figure G2.14 Winston Drive @ 20th Avenue SB-WB (FE 34)

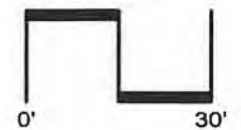
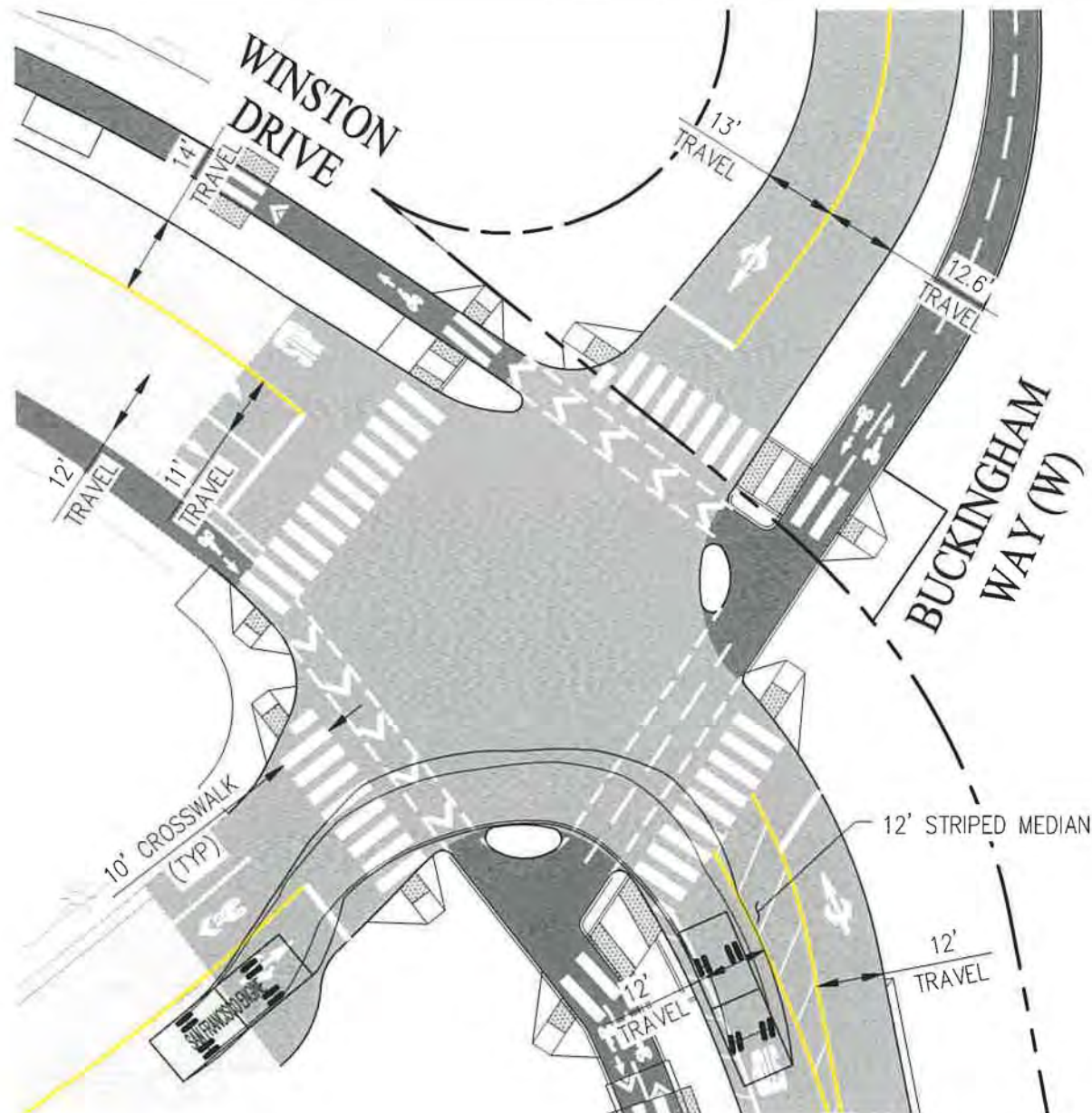


Figure G2.15 Winston Drive @ Buckingham Way (W) NB-EB (FE 34)

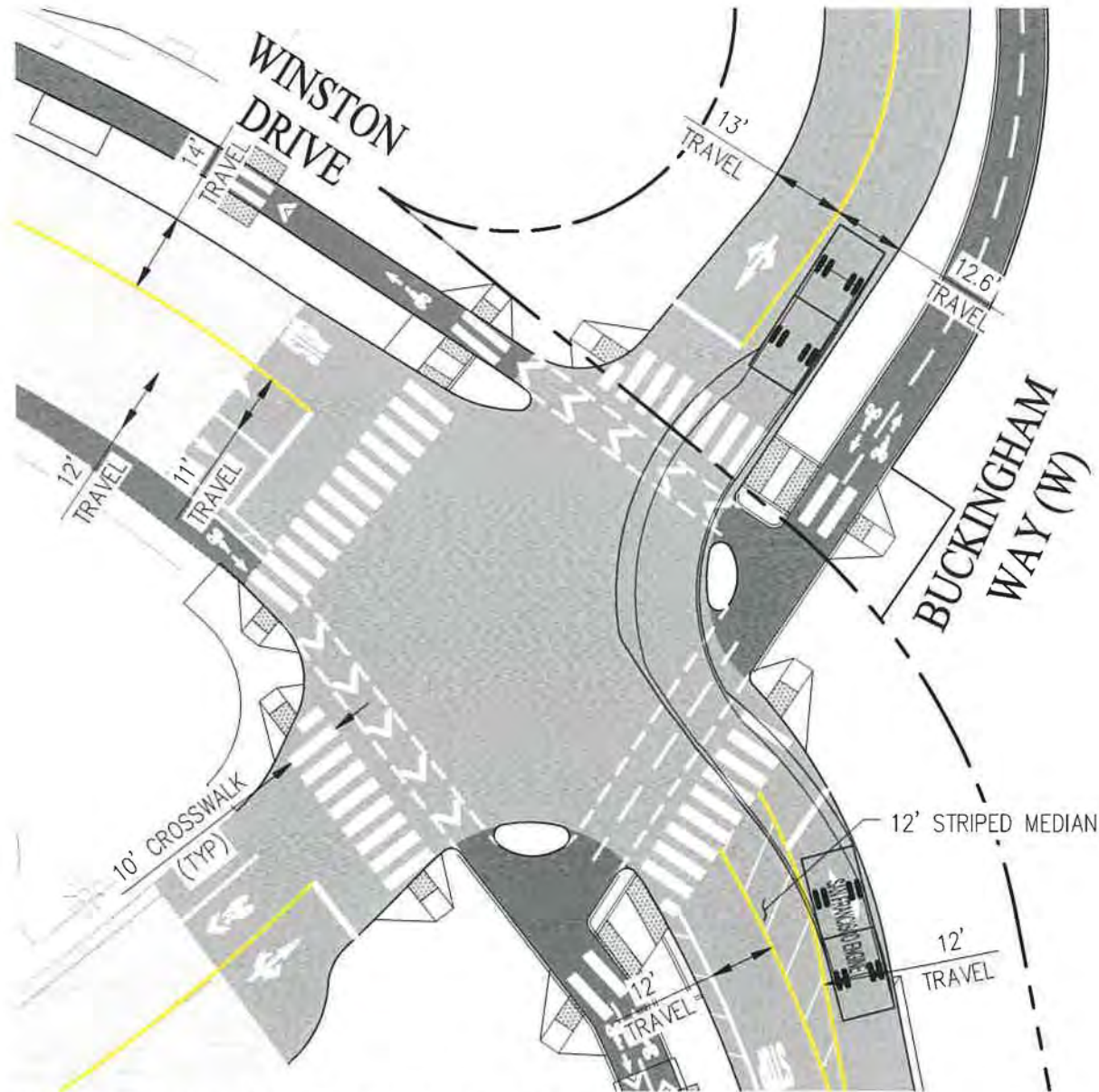


Figure G2.16 Winston Drive @ Buckingham Way (W) WB-NB (FE 34)

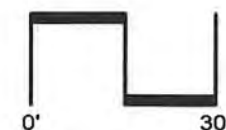
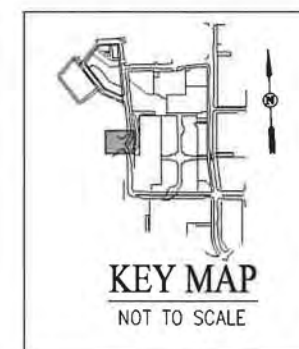
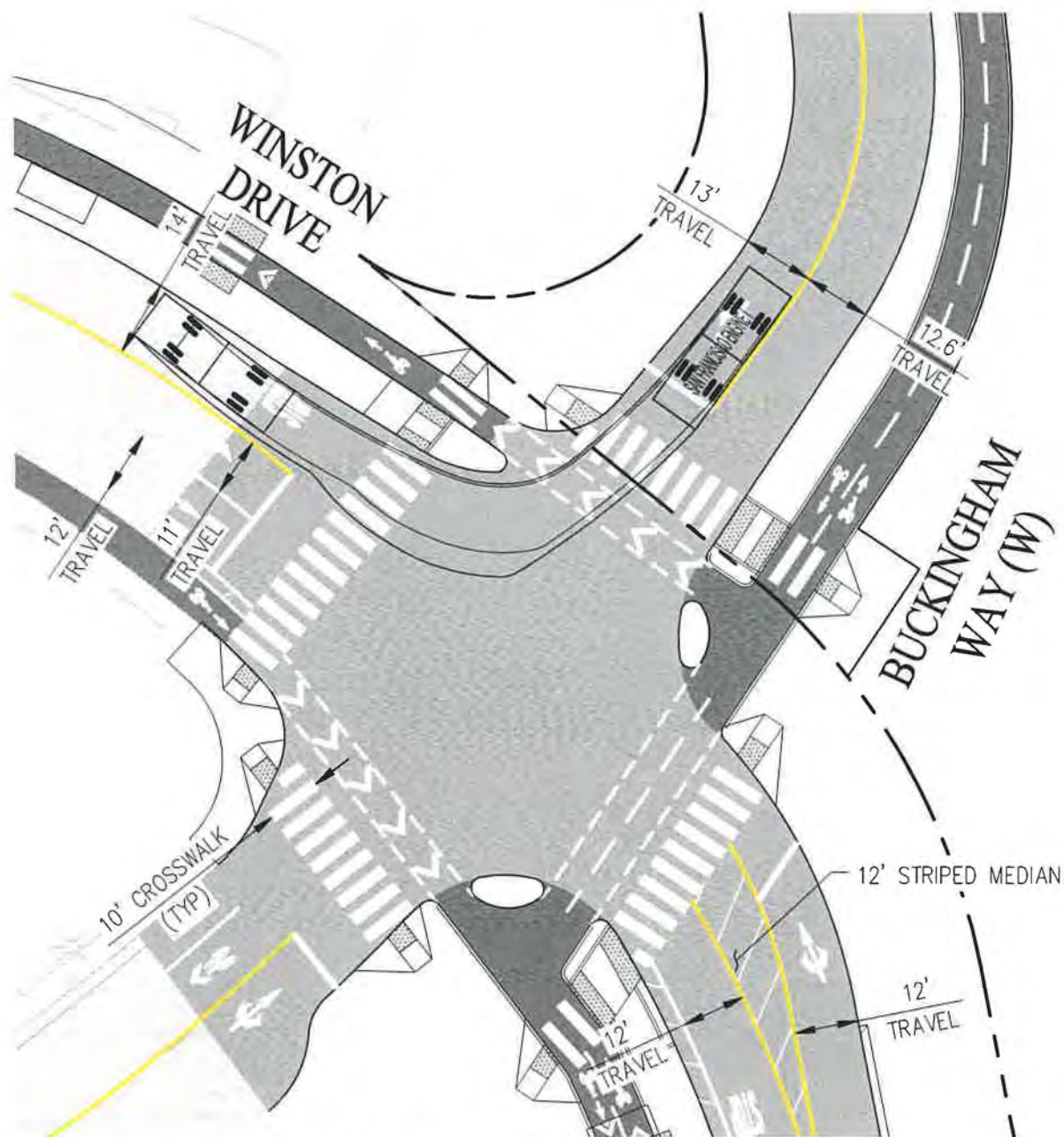


Figure G2.17 Winston Drive @ Buckingham Way (W) SB-WB (FE 34)

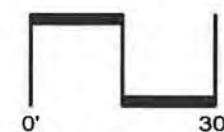
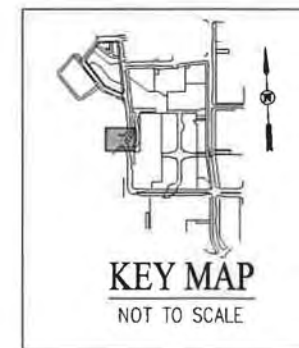
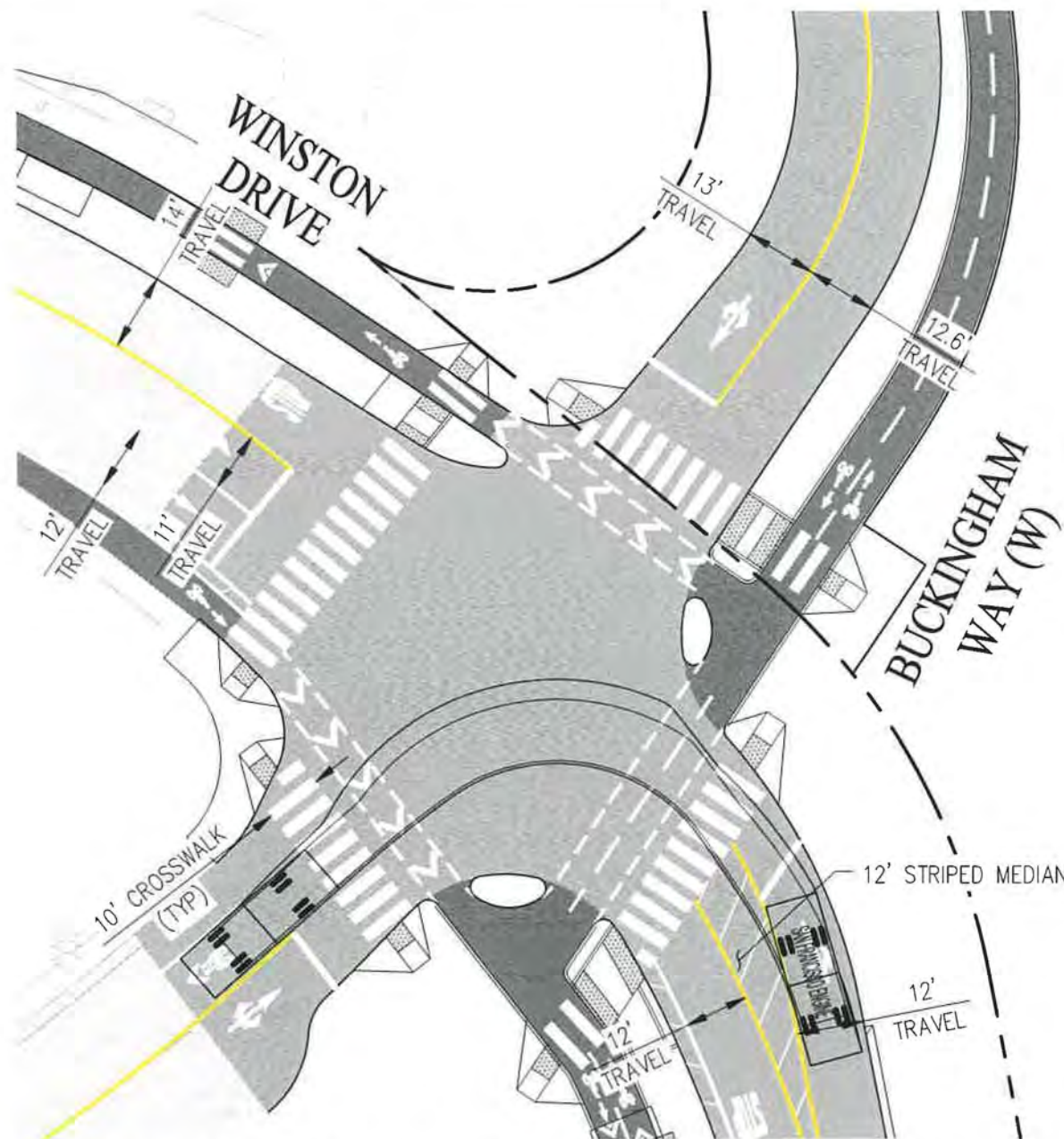


Figure G2.18 Winston Drive @ Buckingham Way (W) WB-SB (FE 34)

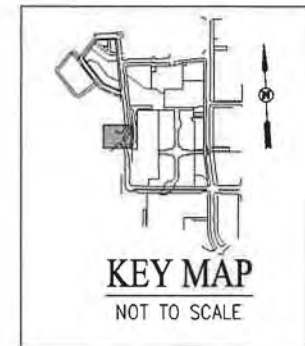
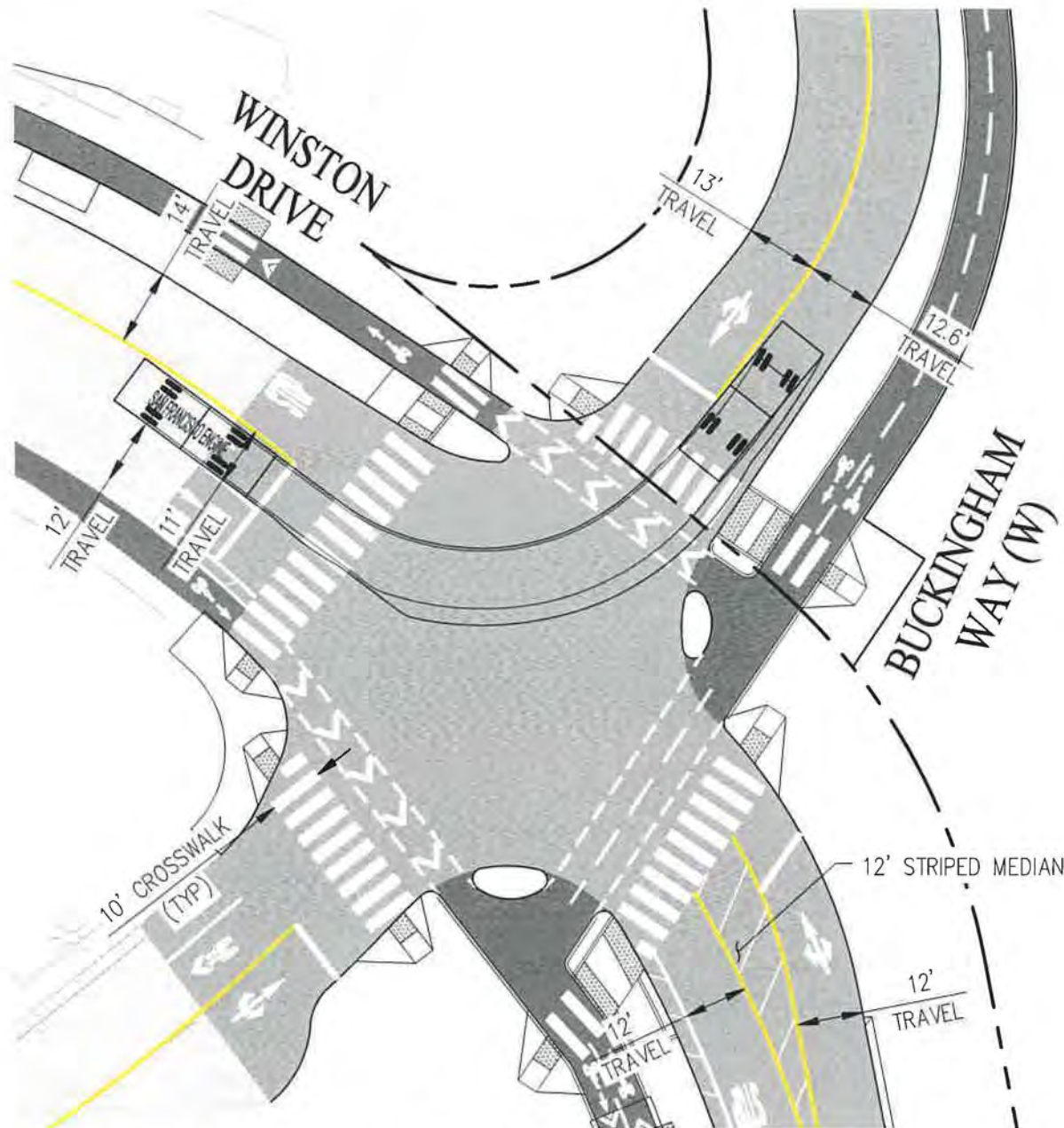


Figure G2.19 Winston Drive @ Buckingham Way (W) EB-NB (FE 34)

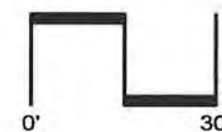
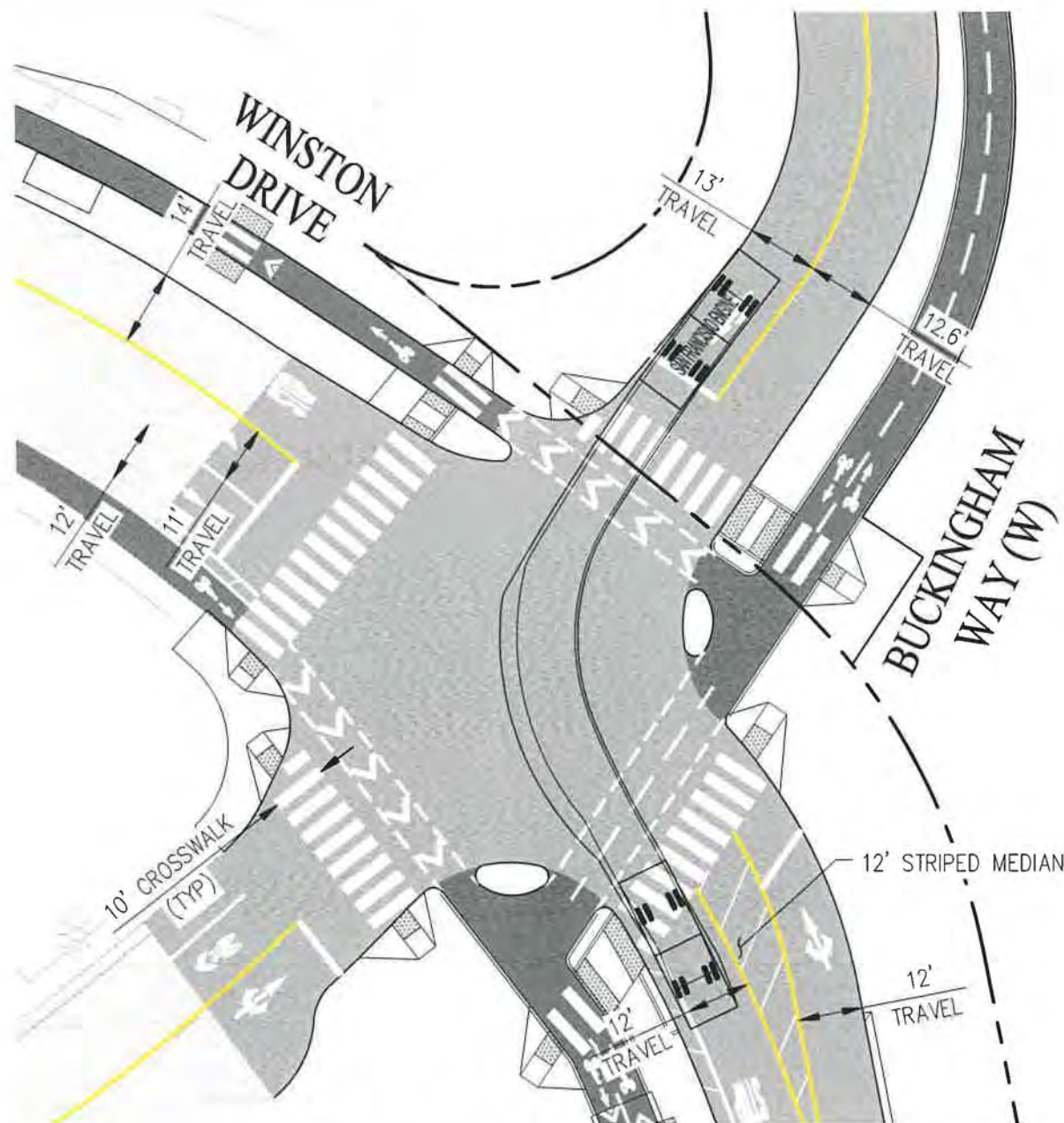


Figure G2.20 Winston Drive @ Buckingham Way (W) SB-EB (FE 34)

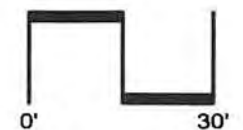
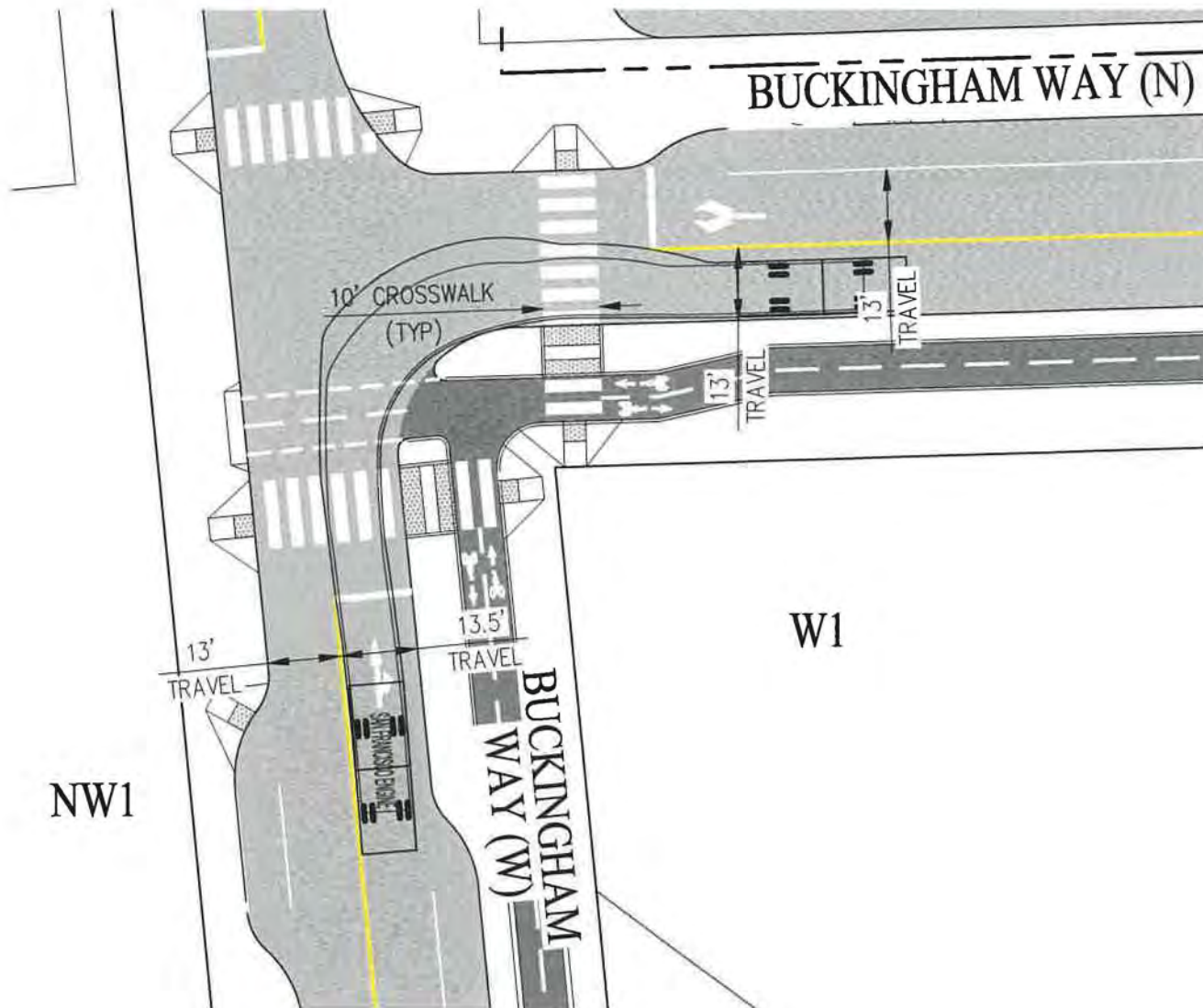
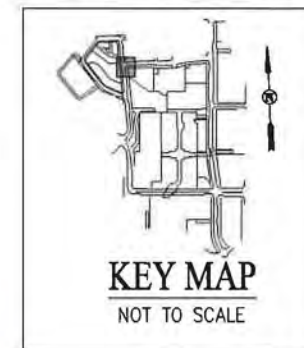


Figure G2.21 Buckingham Way NB-EB (FE 34)

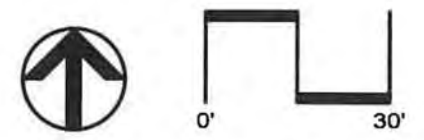
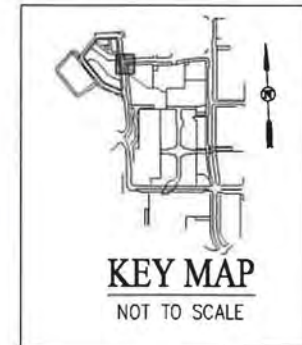
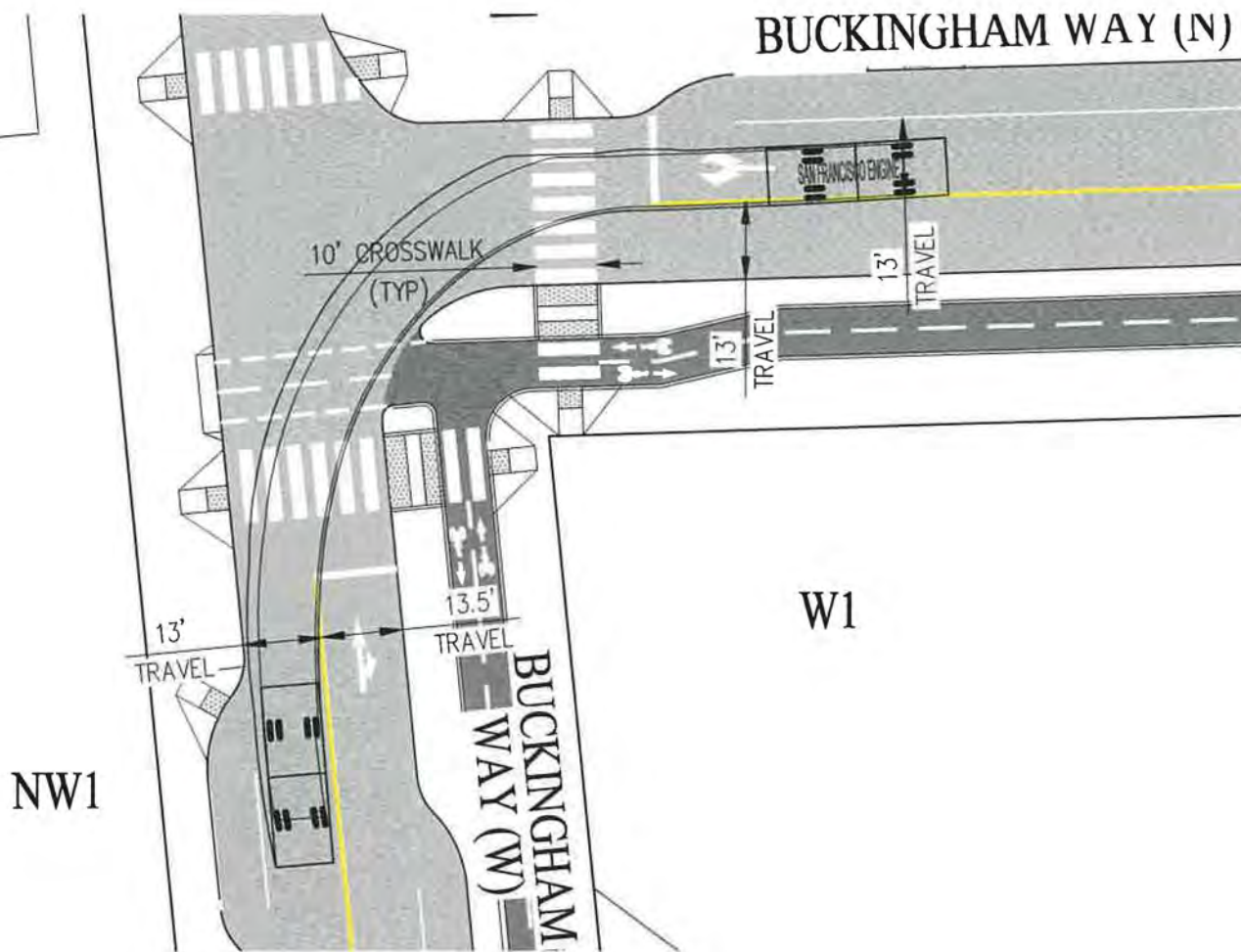


Figure G2.22 Buckingham Way WB-SB (FE 34)

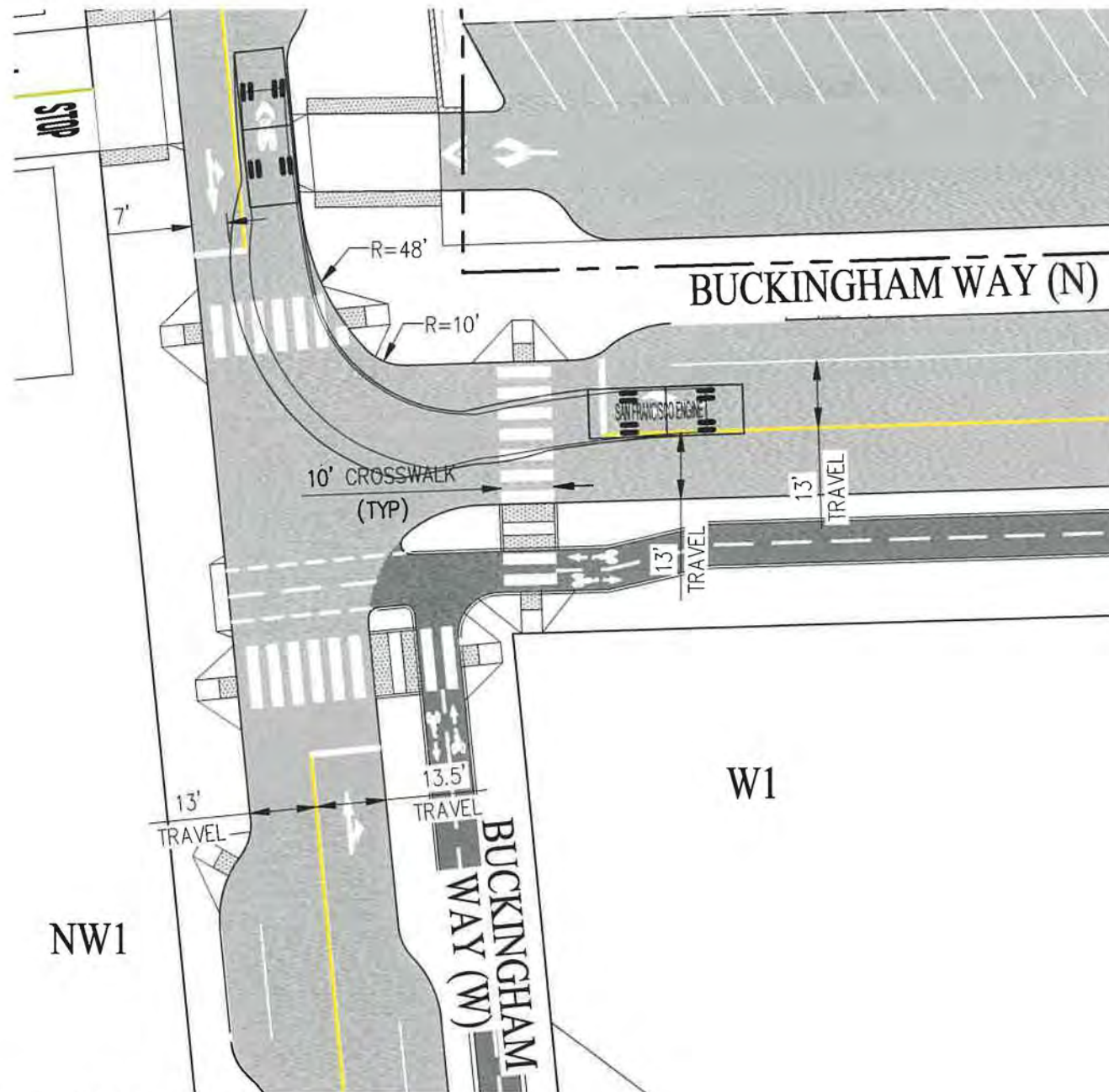
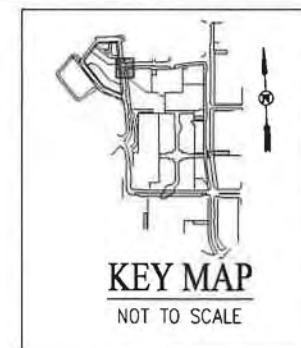


Figure G2.23 Buckingham Way WB-NB (FE 34)

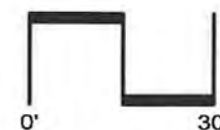
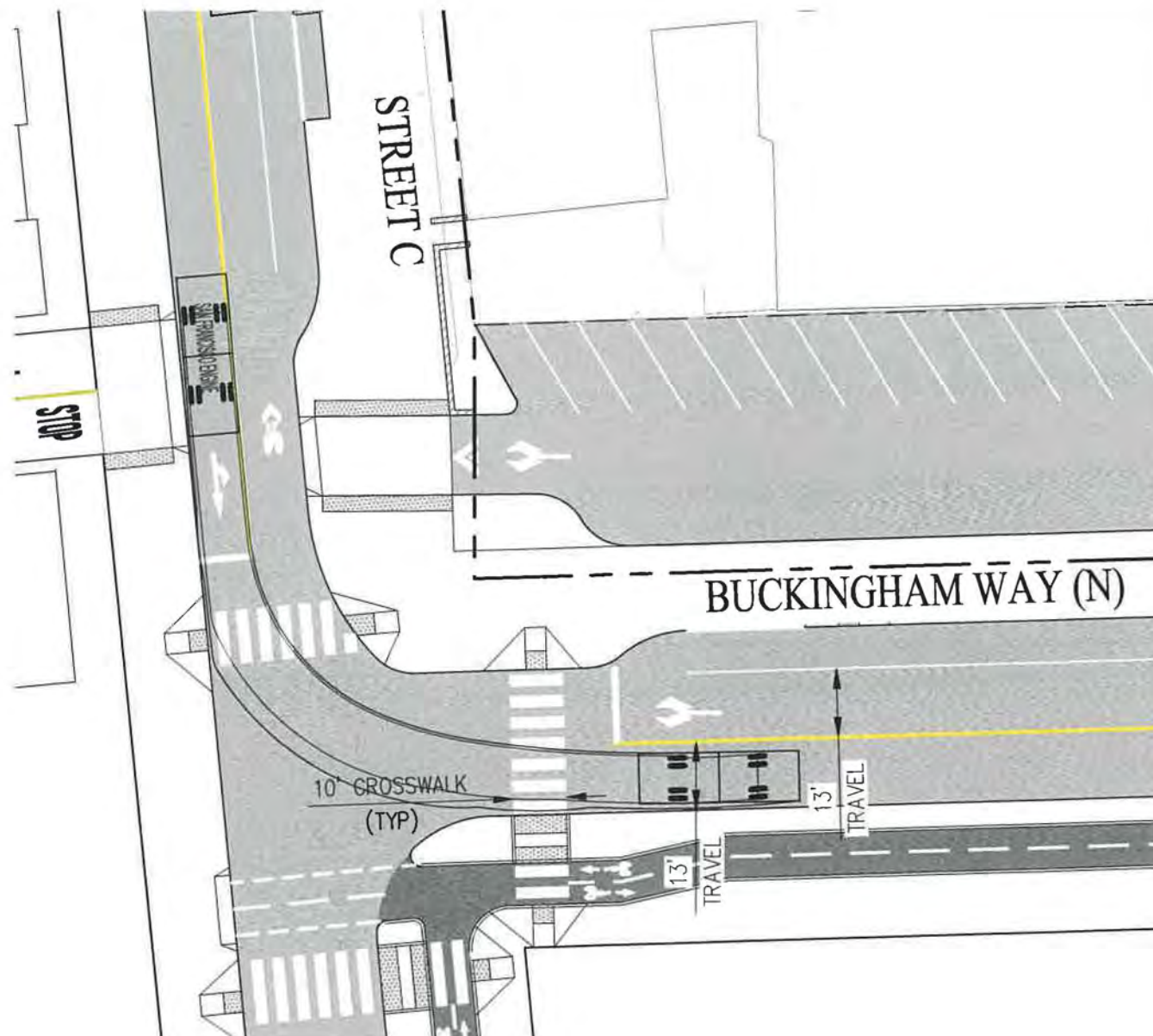


Figure G2.24 Buckingham Way SB-EB (FE 34)

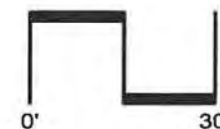
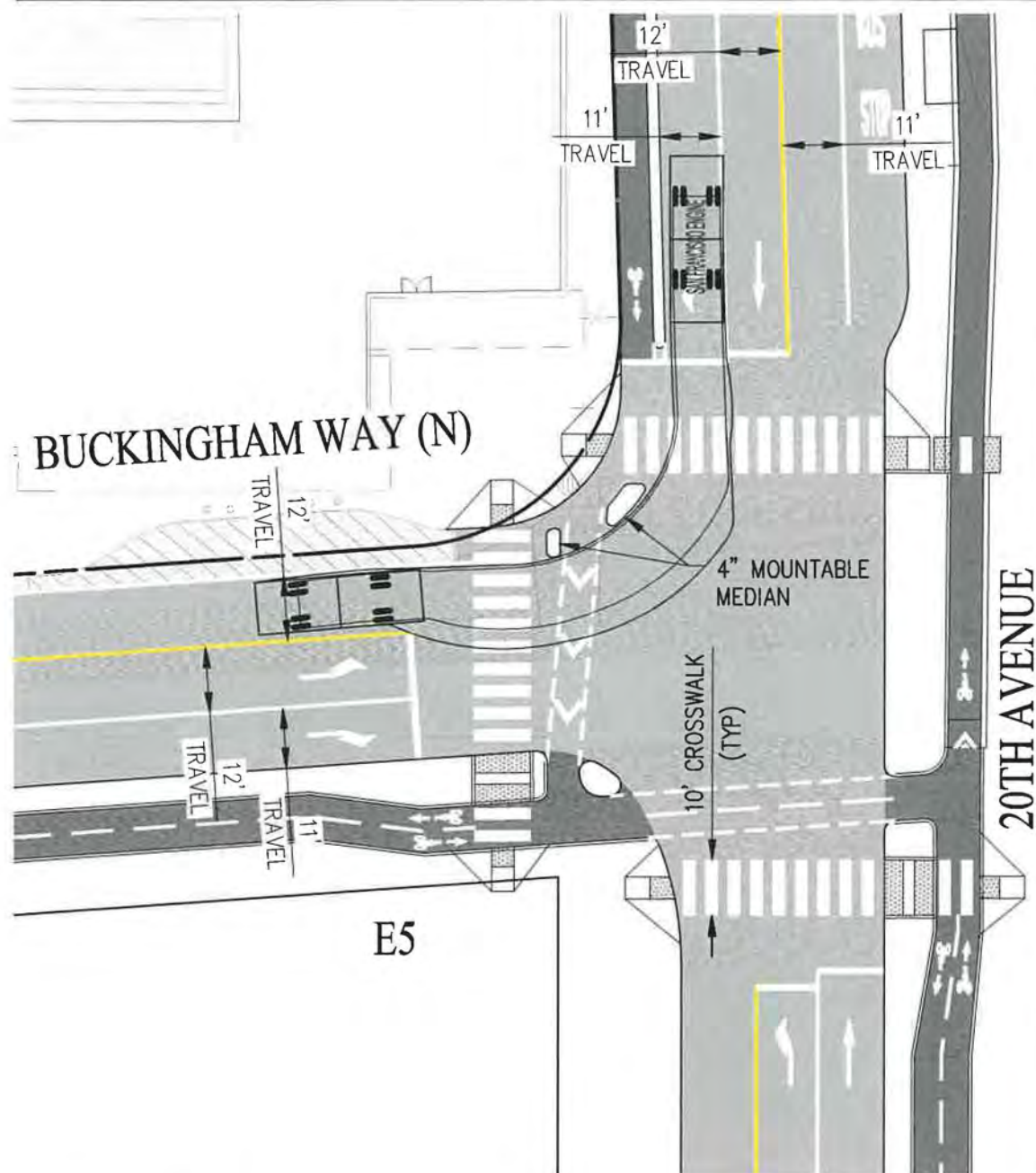


Figure G2.25 Buckingham Way (N) @ 20th Avenue SB-WB (FE 34)

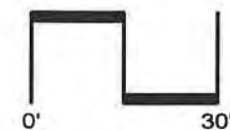


Figure G2.26 Buckingham Way (N) @ 20th Avenue EB-SB (FE 34)

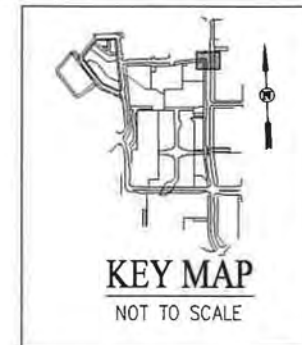
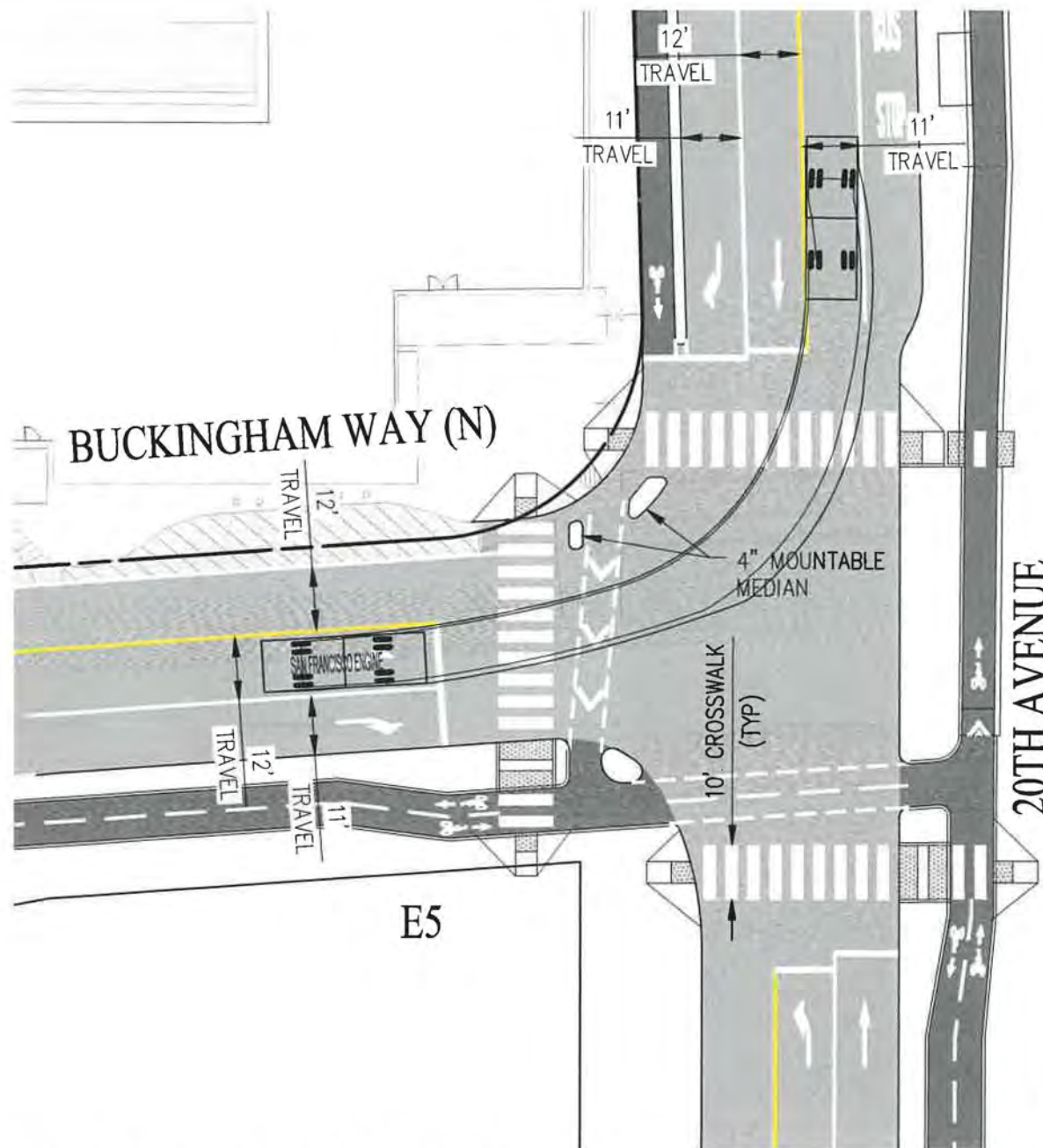


Figure G2.28 Buckingham Way (N) @ 20th Avenue EB-NB (FE 34)

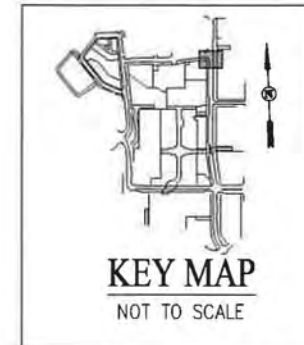
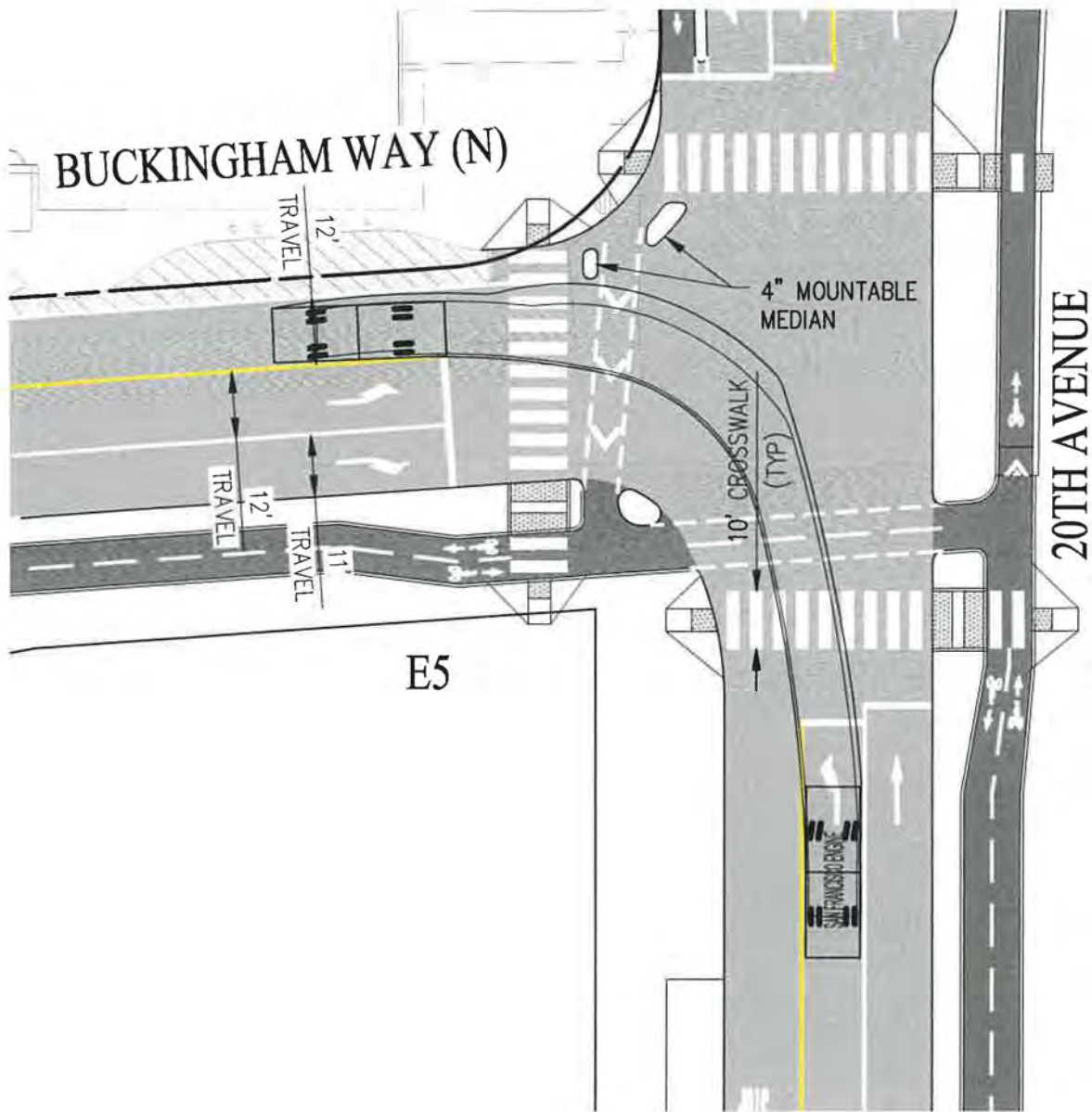


Figure G2.29 Buckingham Way (N) @ 20th Avenue EB-WB (FE 34)

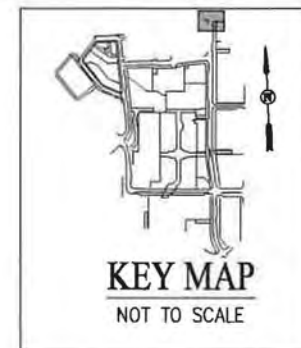
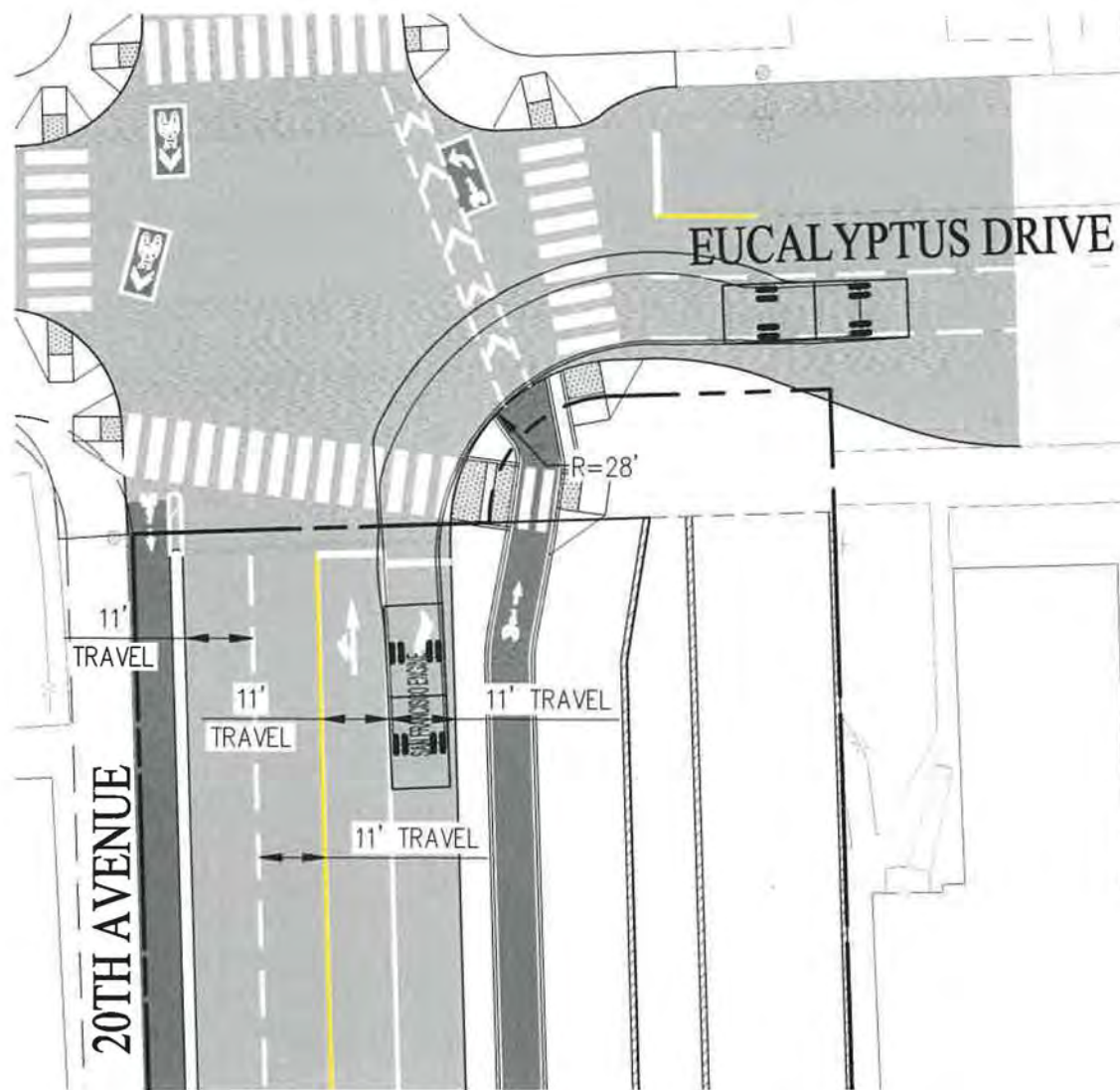


Figure G2.30 20th Avenue @ Eucalyptus Drive NB-EB (FE 34)

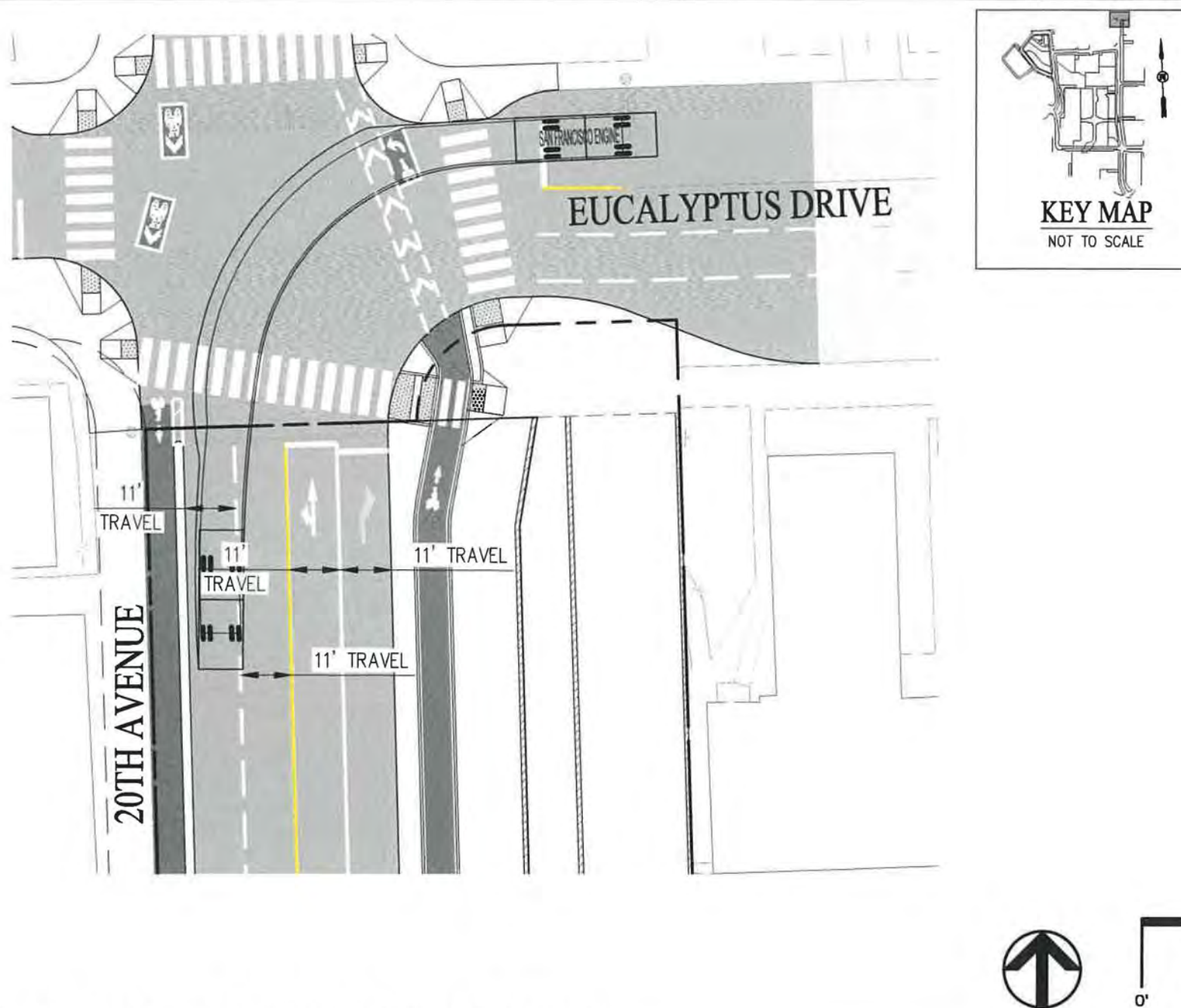


Figure G2.31 20th Avenue @ Eucalyptus Drive WB-SB (FE 34)

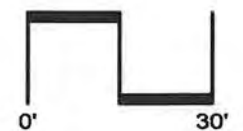
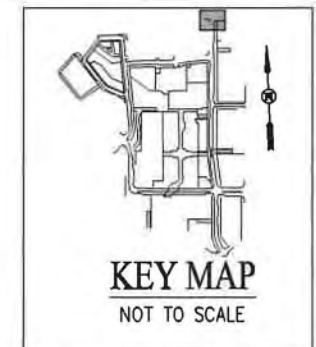
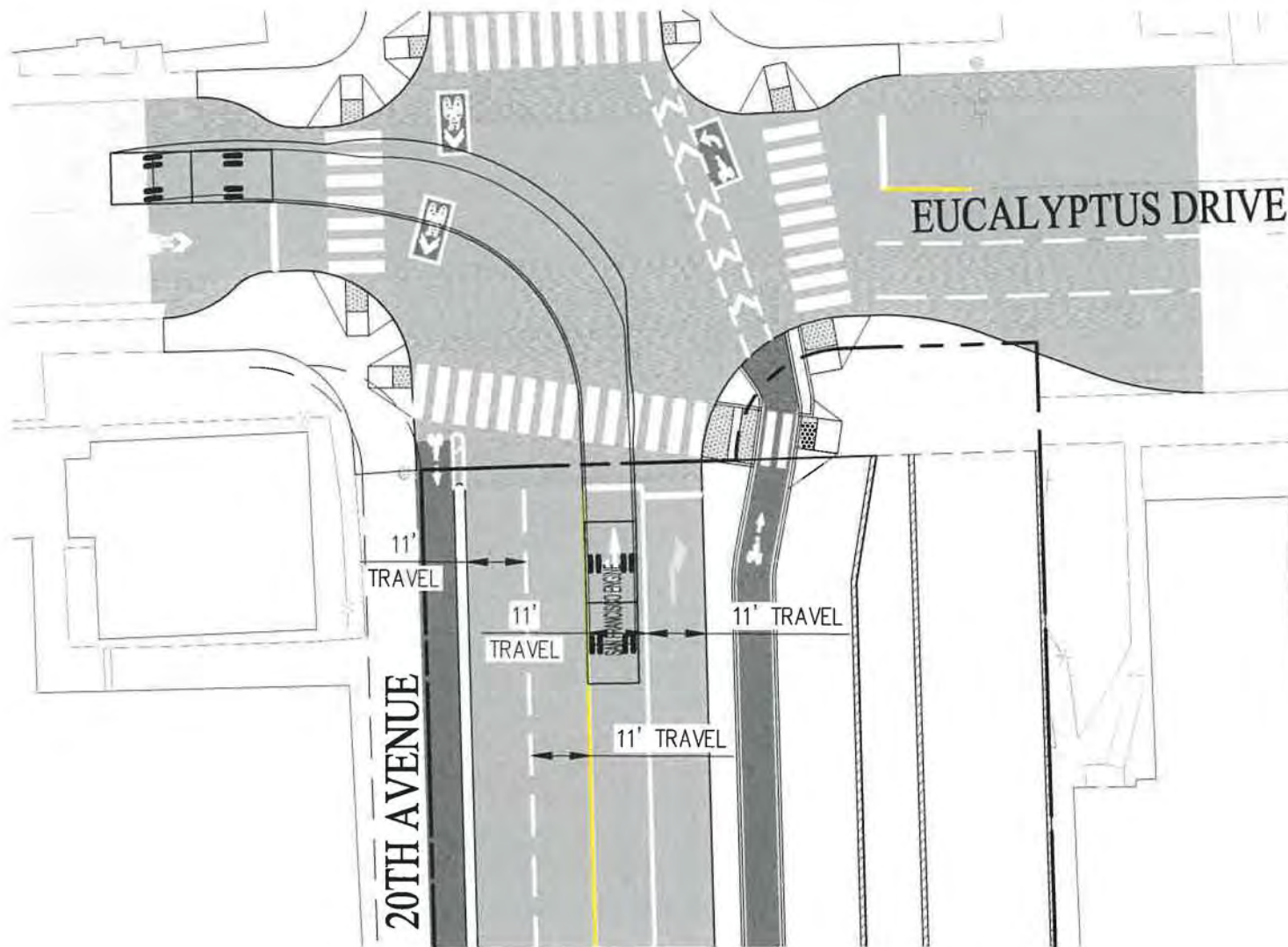


Figure G2.32 20th Avenue @ Eucalyptus Drive NB-WB (FE 34)

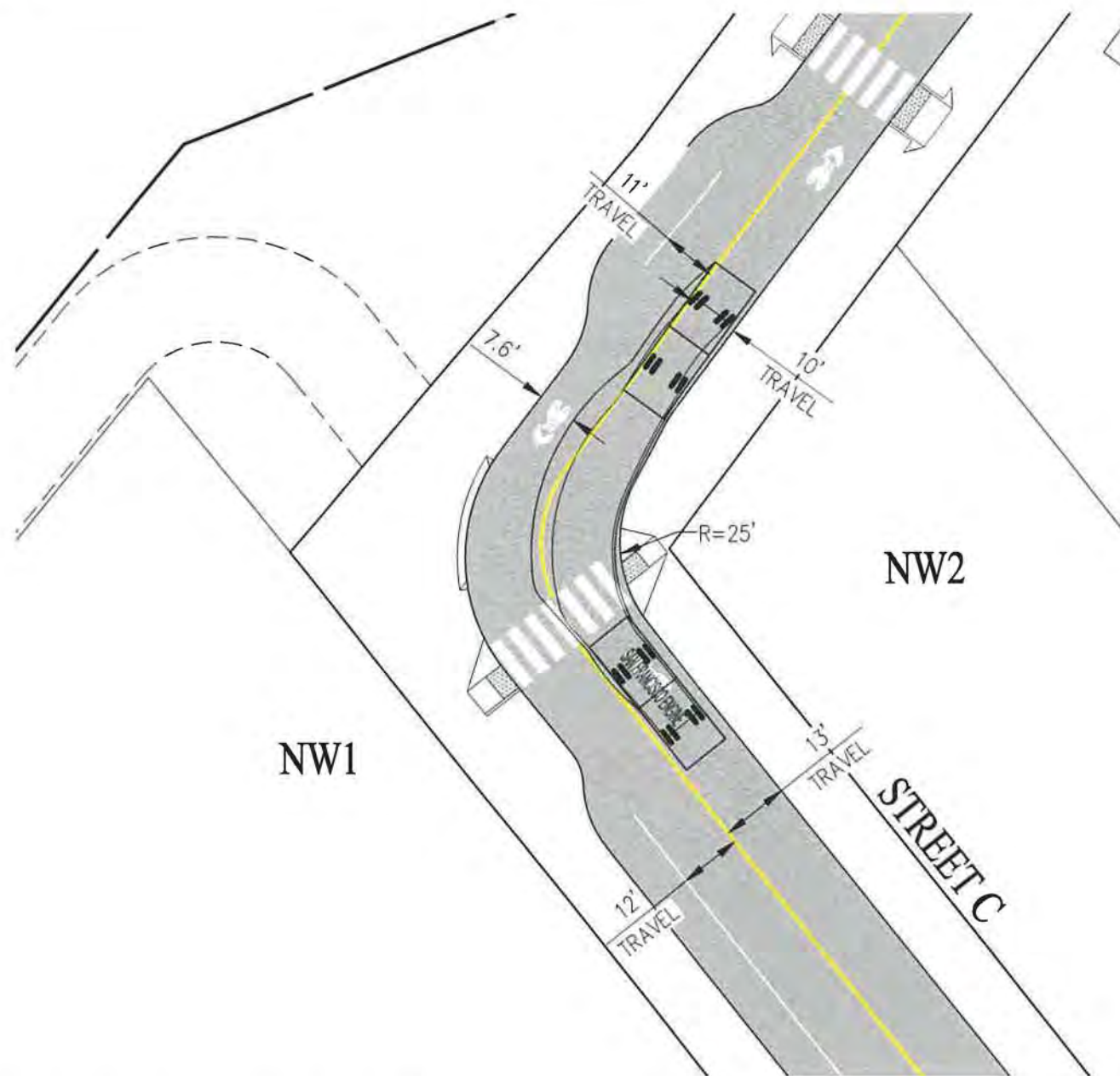


Figure G2.33 Street C WB-NB (FE 34)

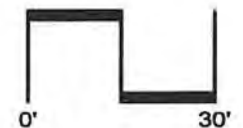
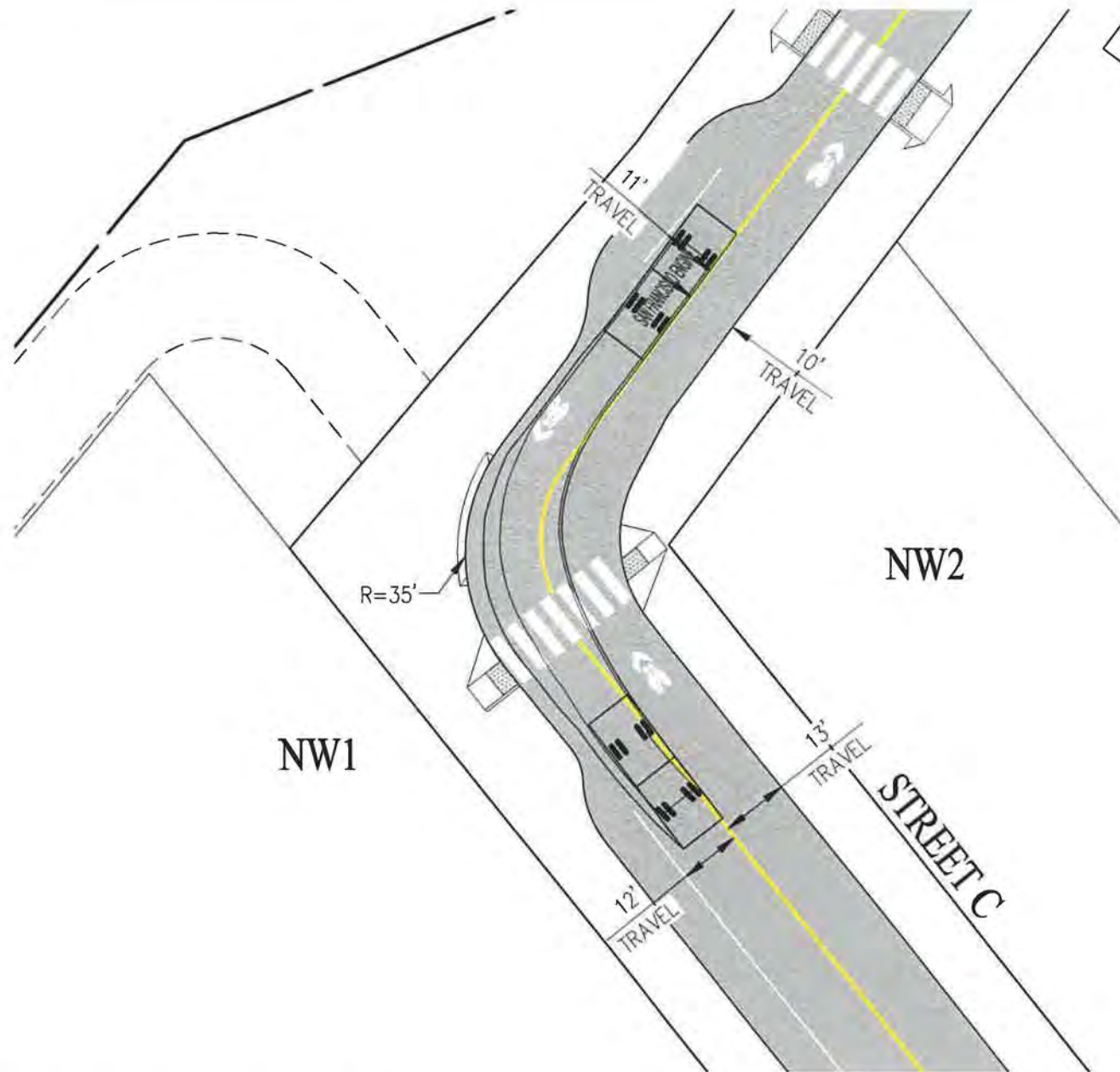
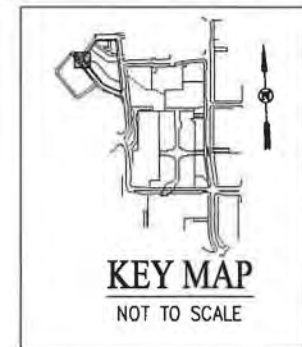


Figure G2.34 Street C SB-EB (FE 34)

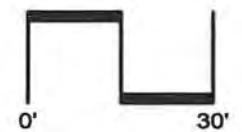
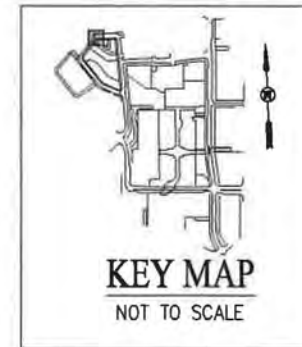
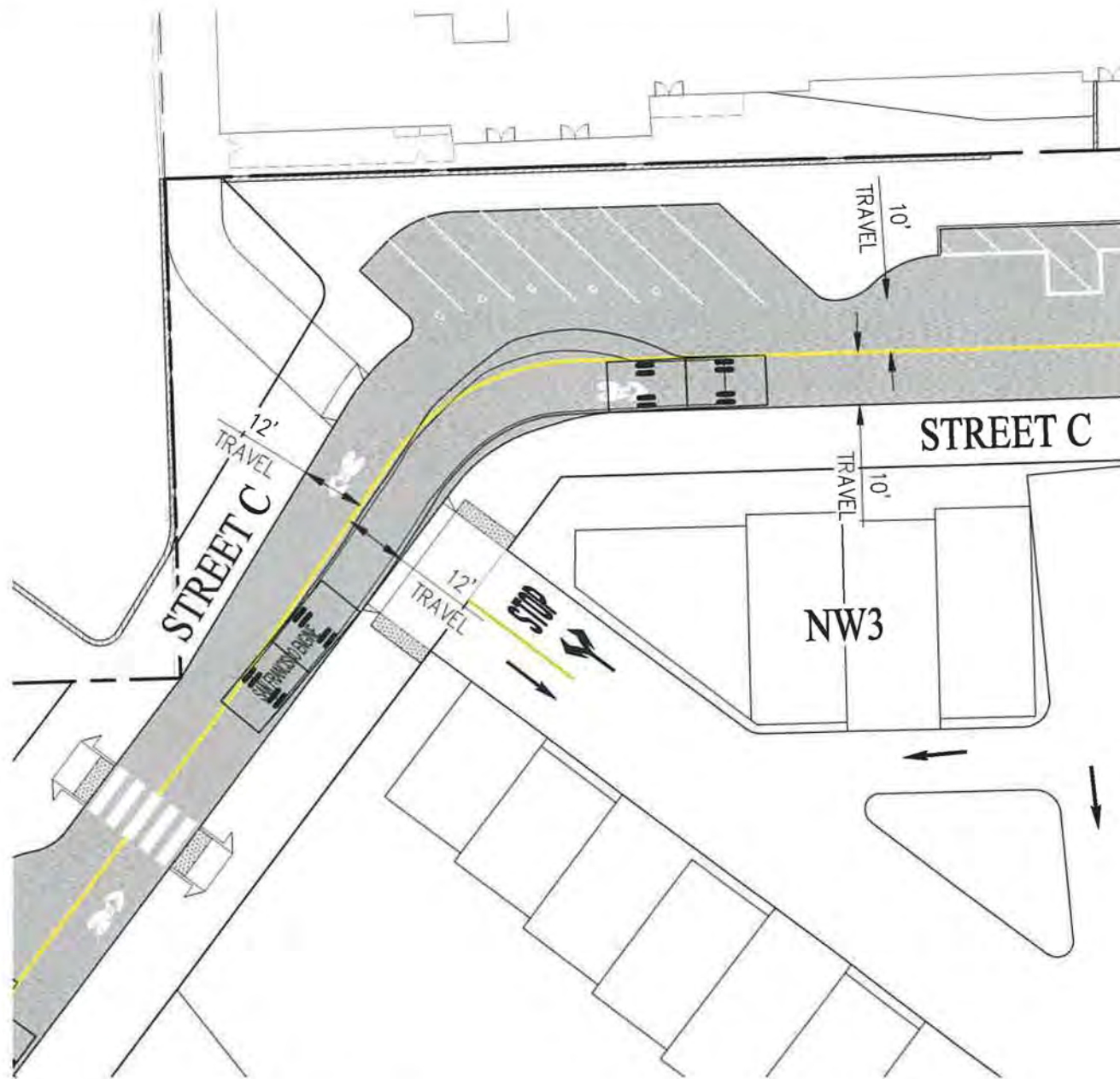


Figure G2.35 Street C NB-EB (FE 34)

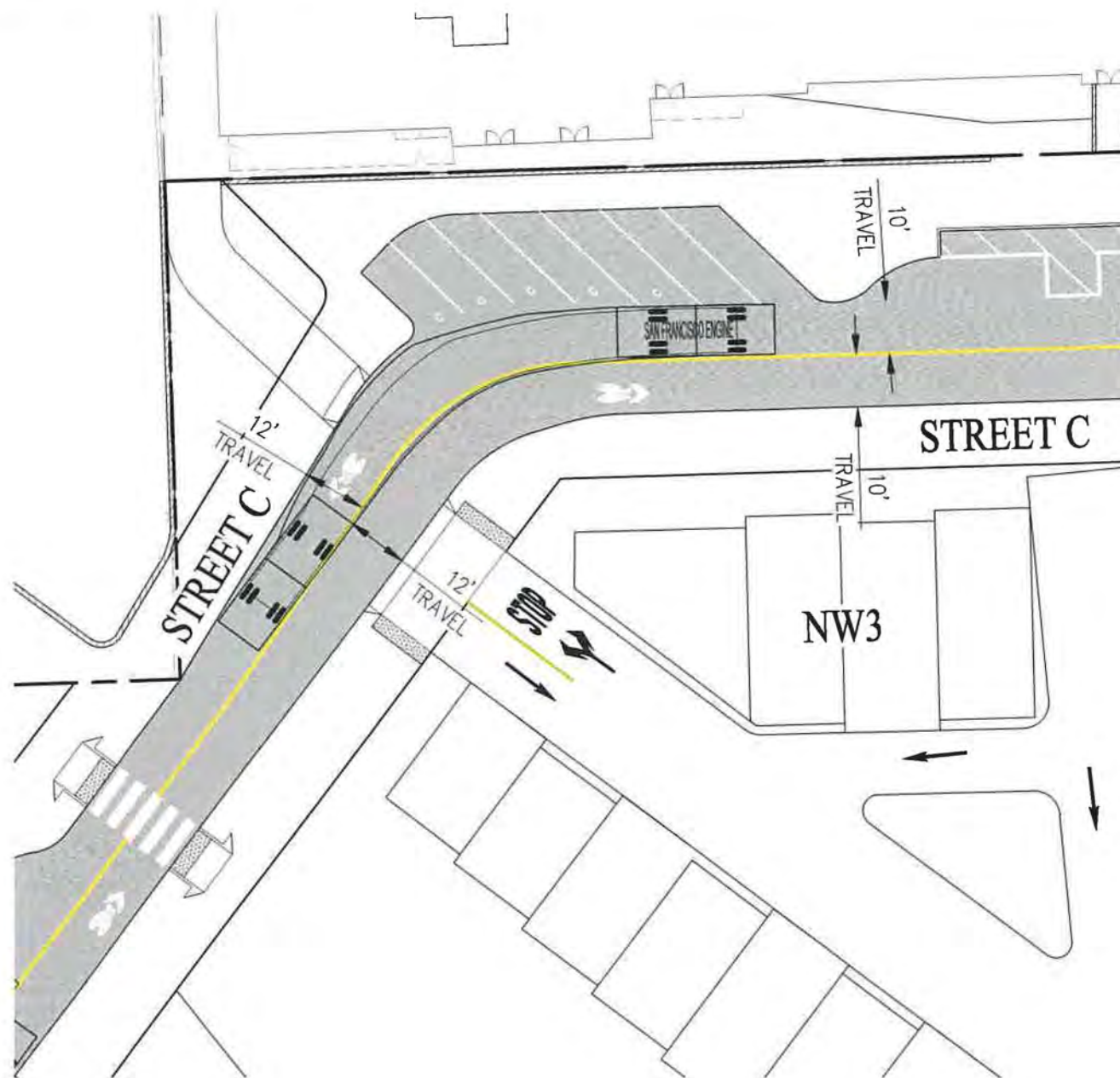


Figure G2.36 Street C WB-SB (FE 34)

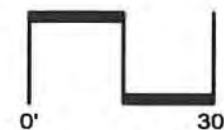
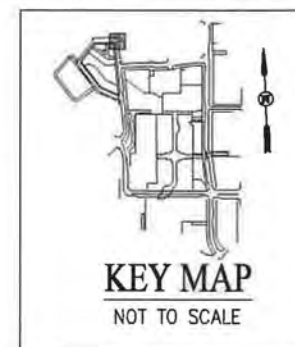


Figure G2.37 Street C EB-SB (FE 34)



Figure G2.38 Street C NB-WB (FE 34)

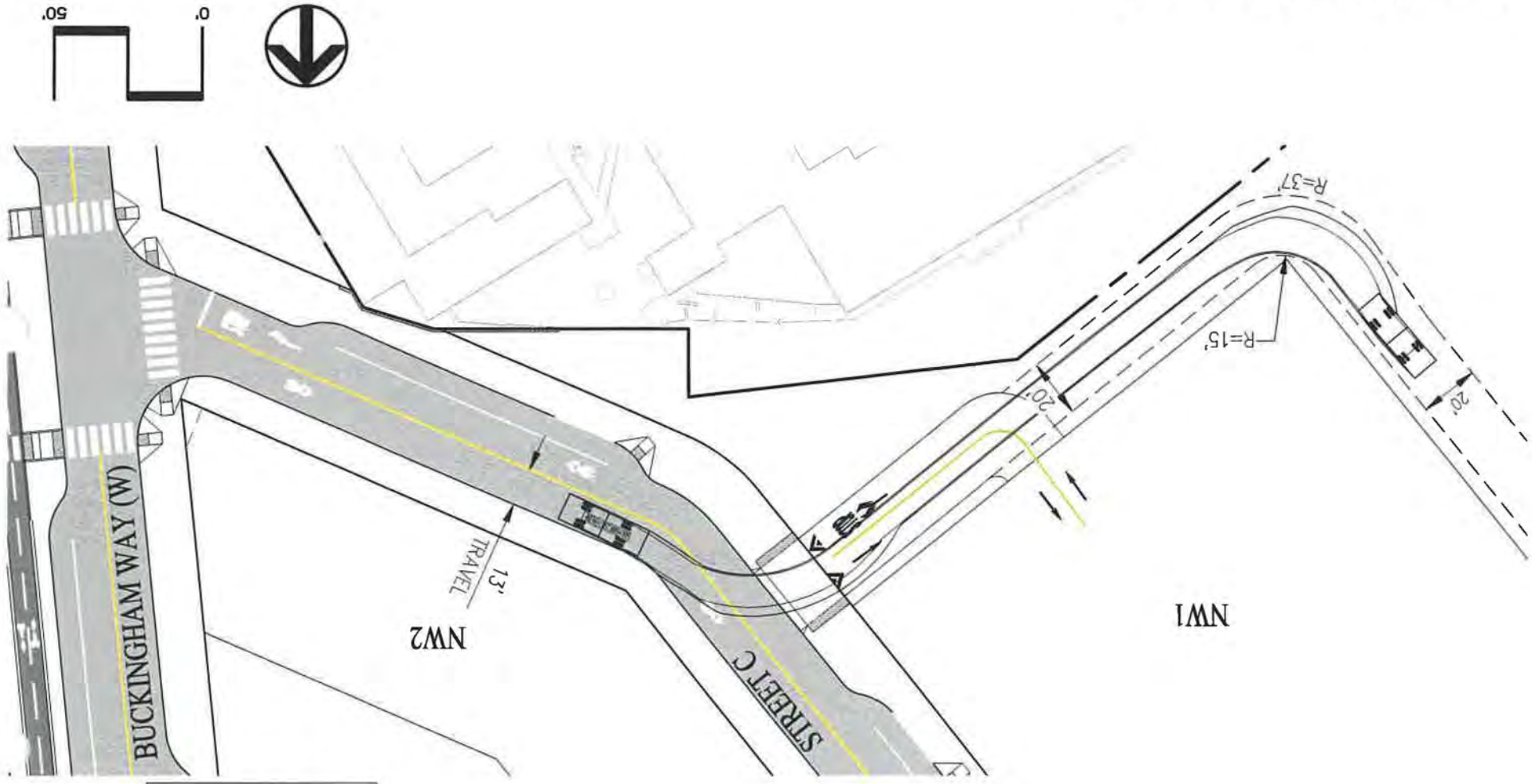


Figure G2.39 NW1 Turnaround

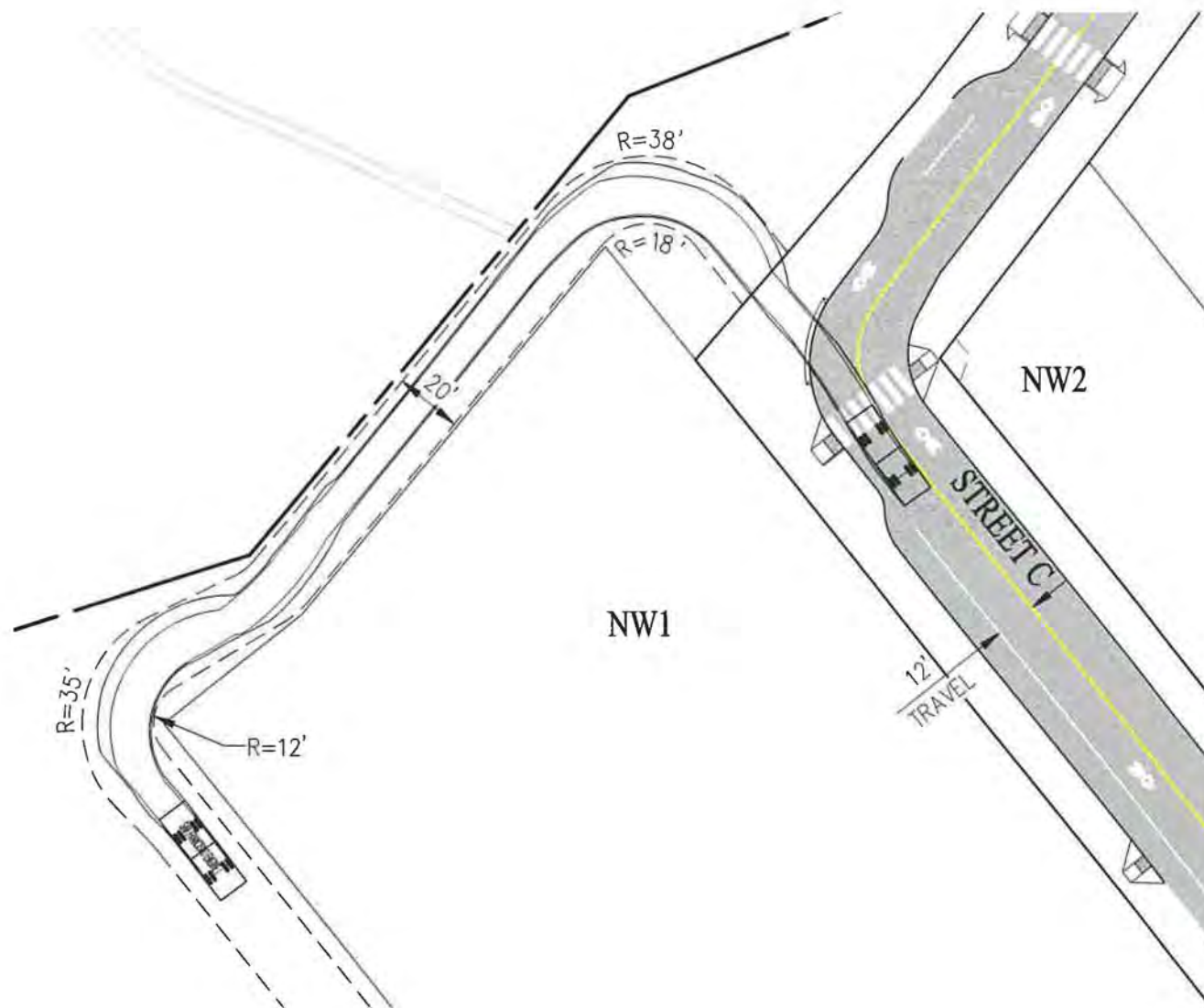


Figure G2.40 NW1 Turnaround

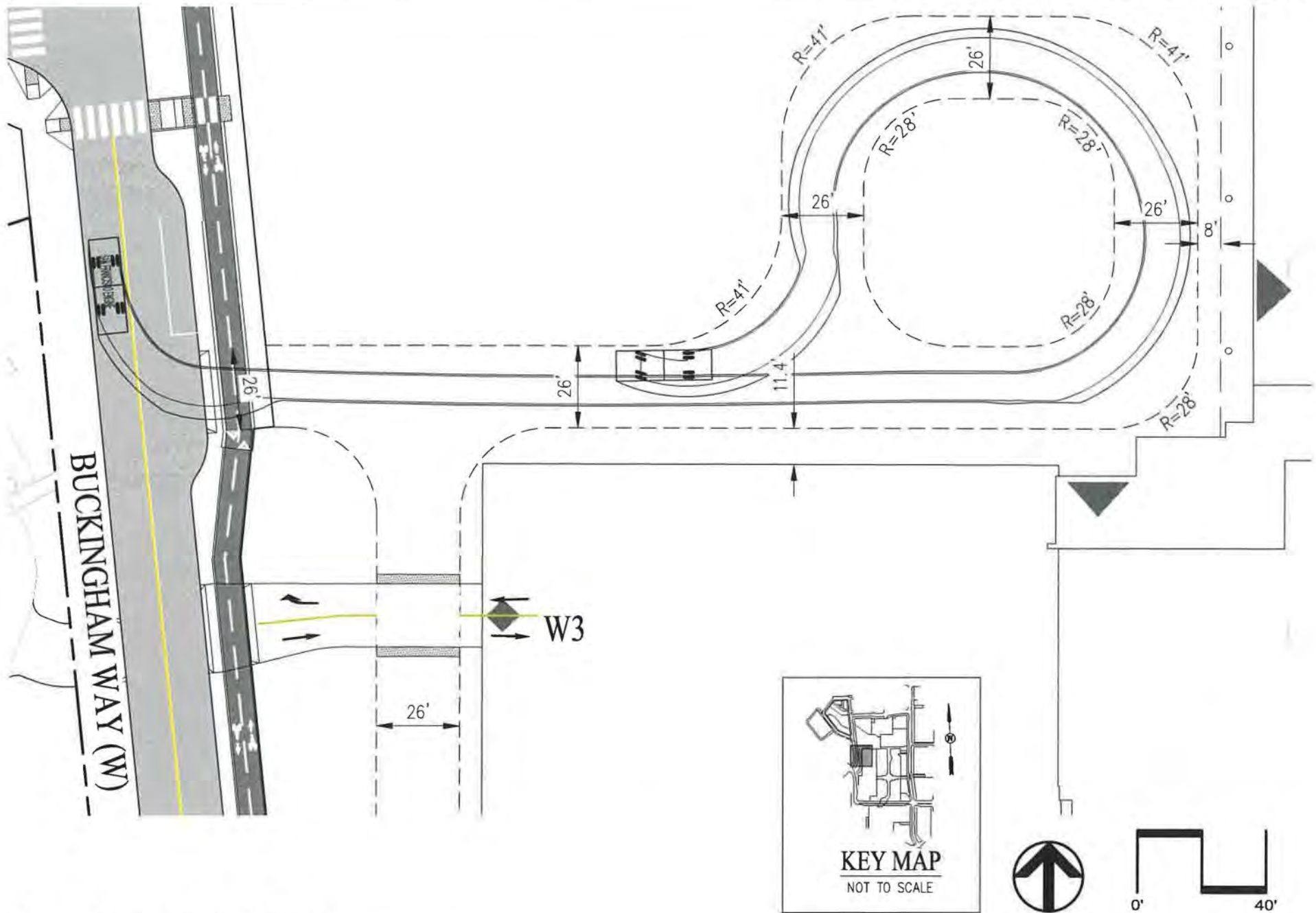


Figure G2.41 W3 SB-EB (FE 34)

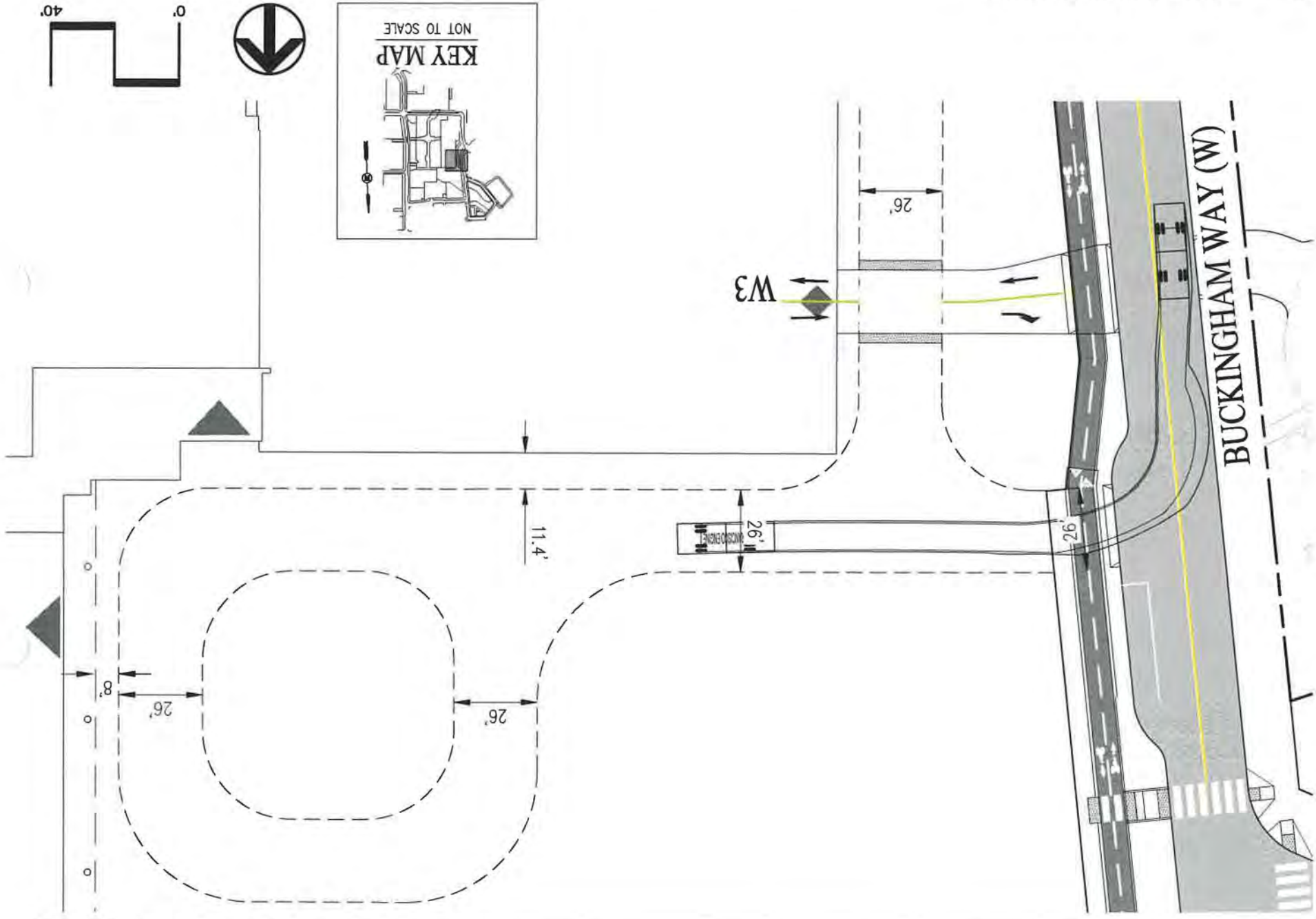


Figure G2.42 W3 EB-SB (FE 34)

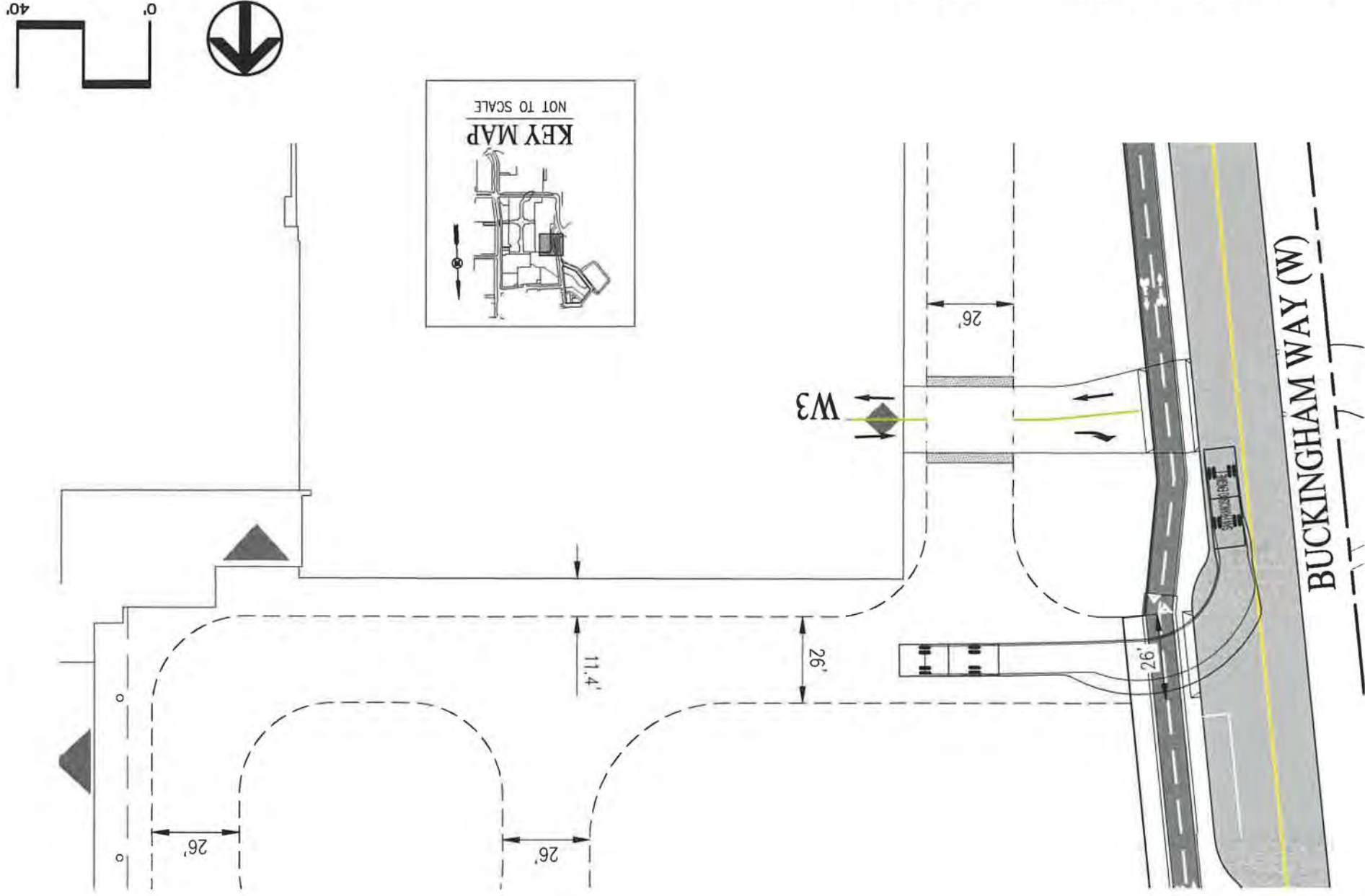


Figure G2.43 W3 NB Turnaround (FE 34)

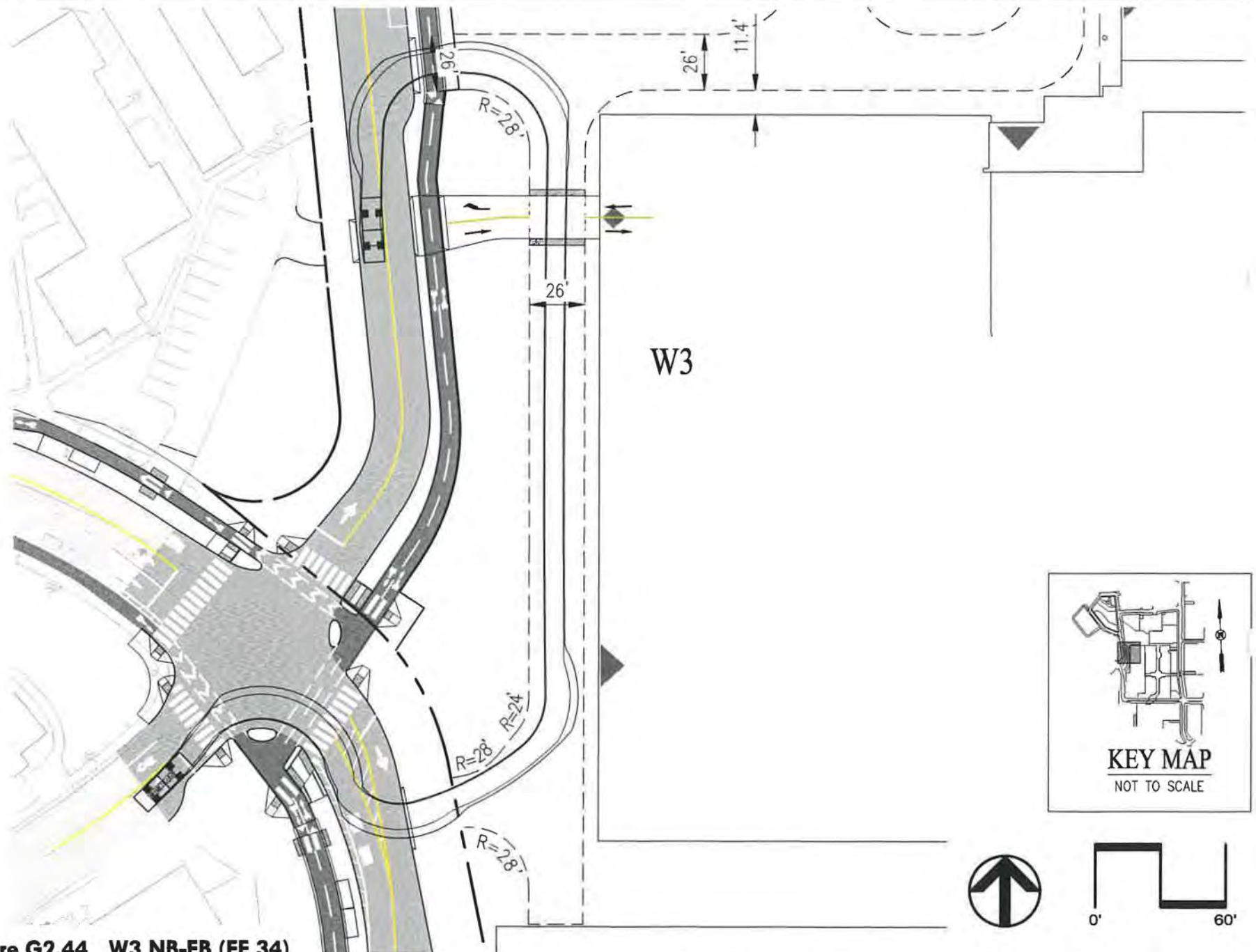


Figure G2.44 W3 NB-EB (FE 34)

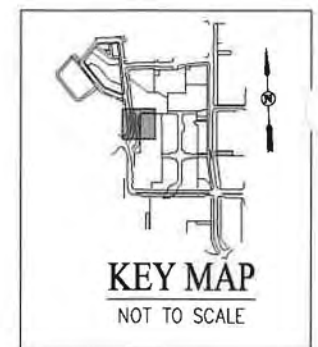
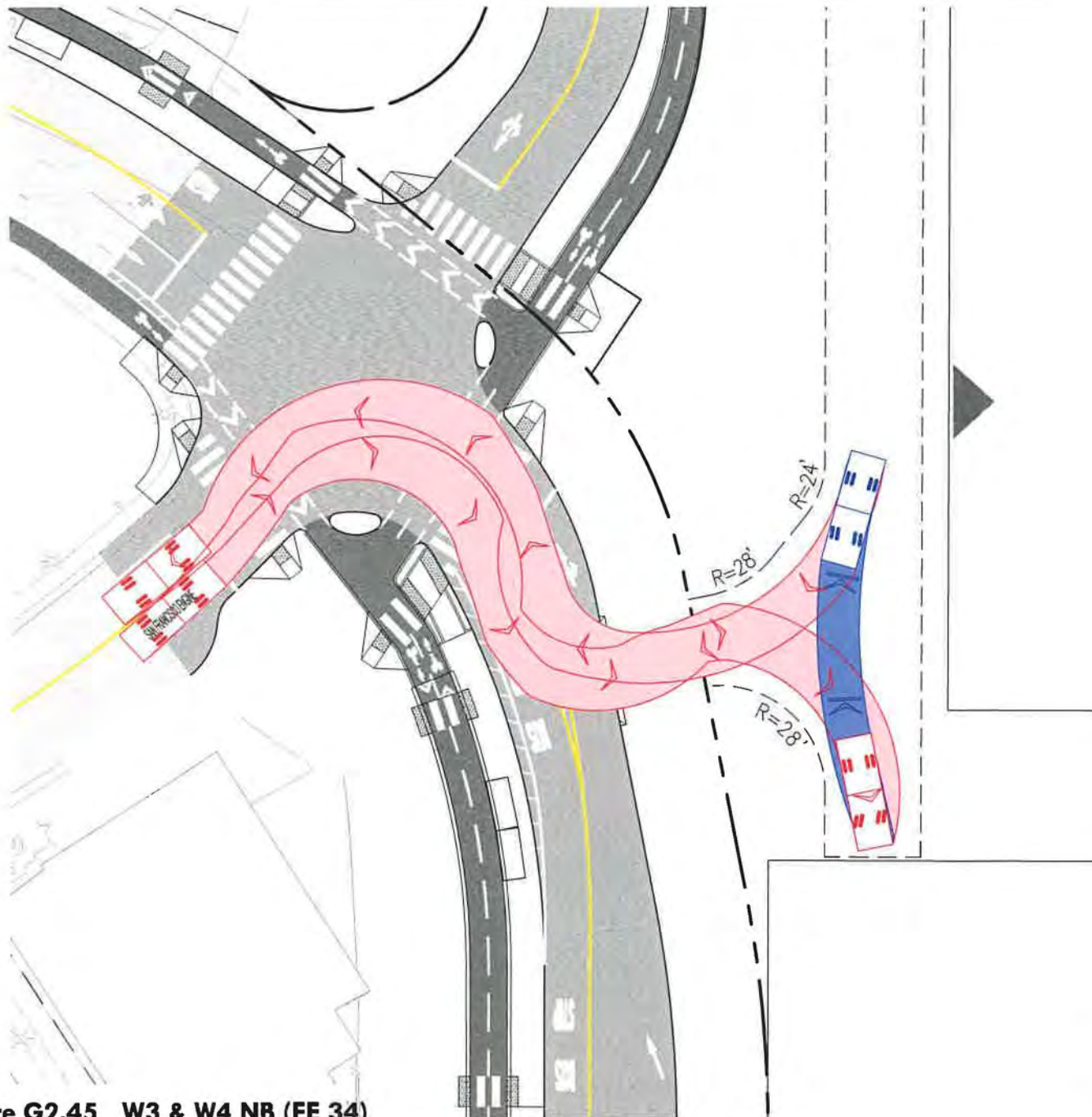


Figure G2.45 W3 & W4 NB (FE 34)

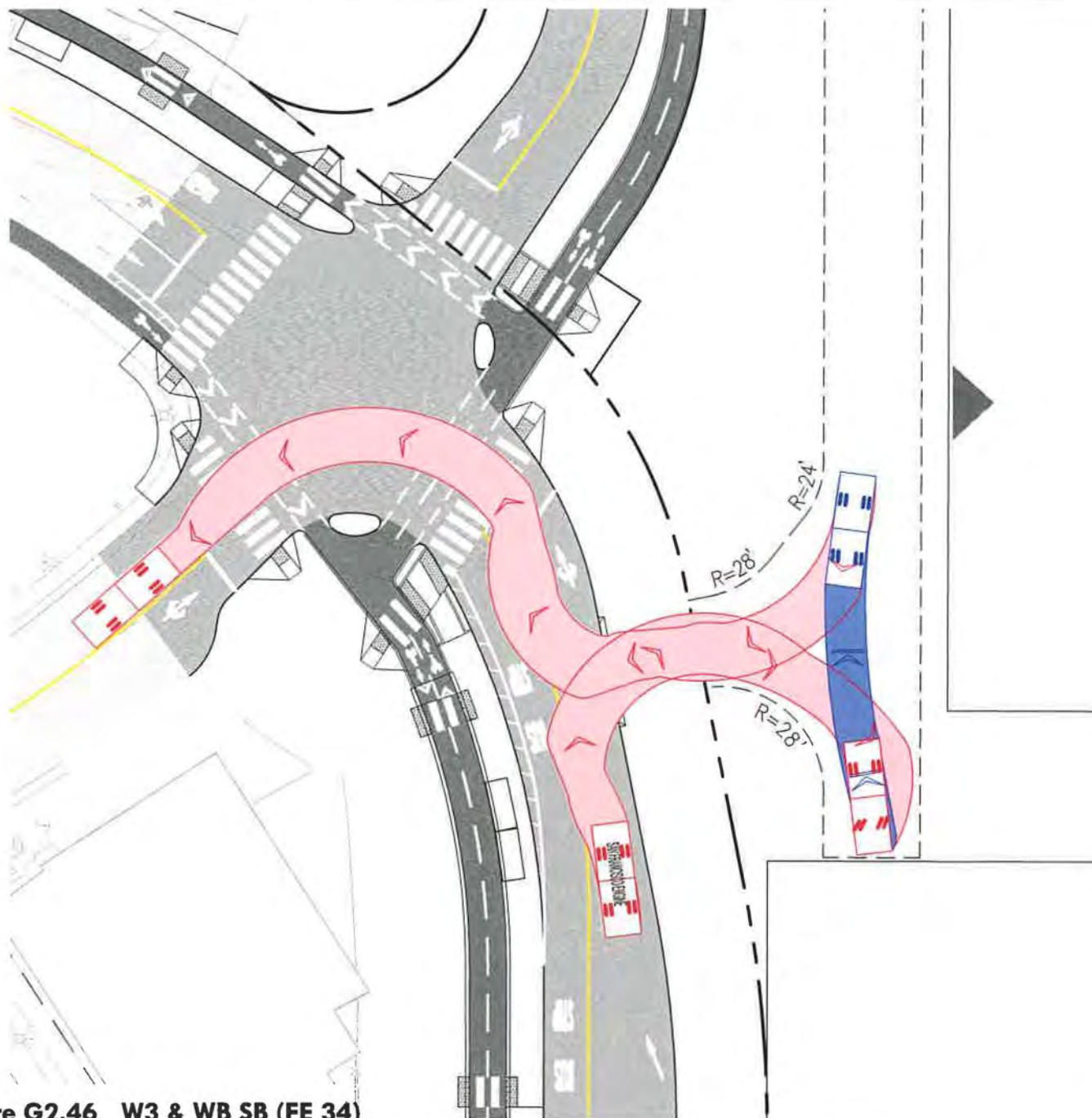


Figure G2.46 W3 & WB SB (FE 34)

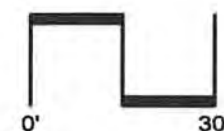
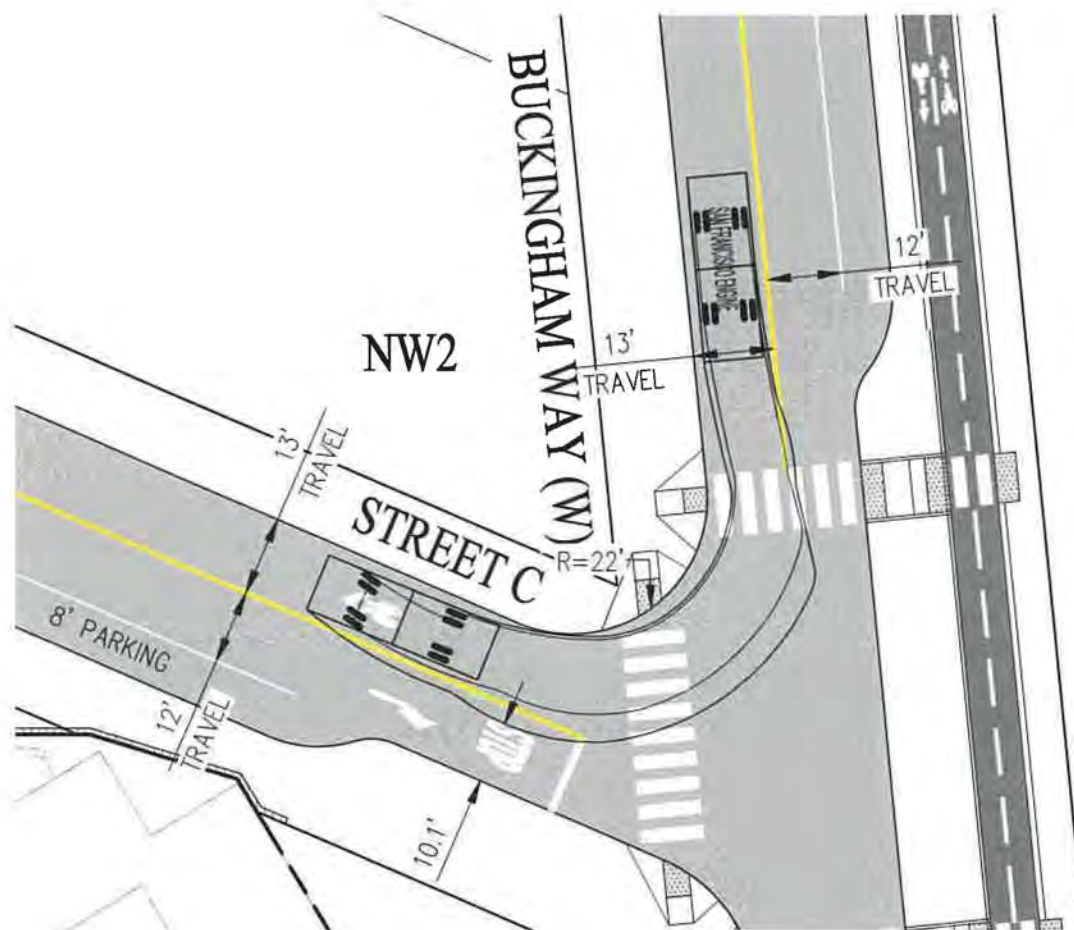


Figure G2.47 Buckingham Way (W) @ NW2 SB-WB (FE 34)

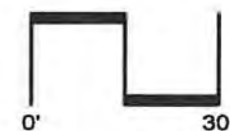
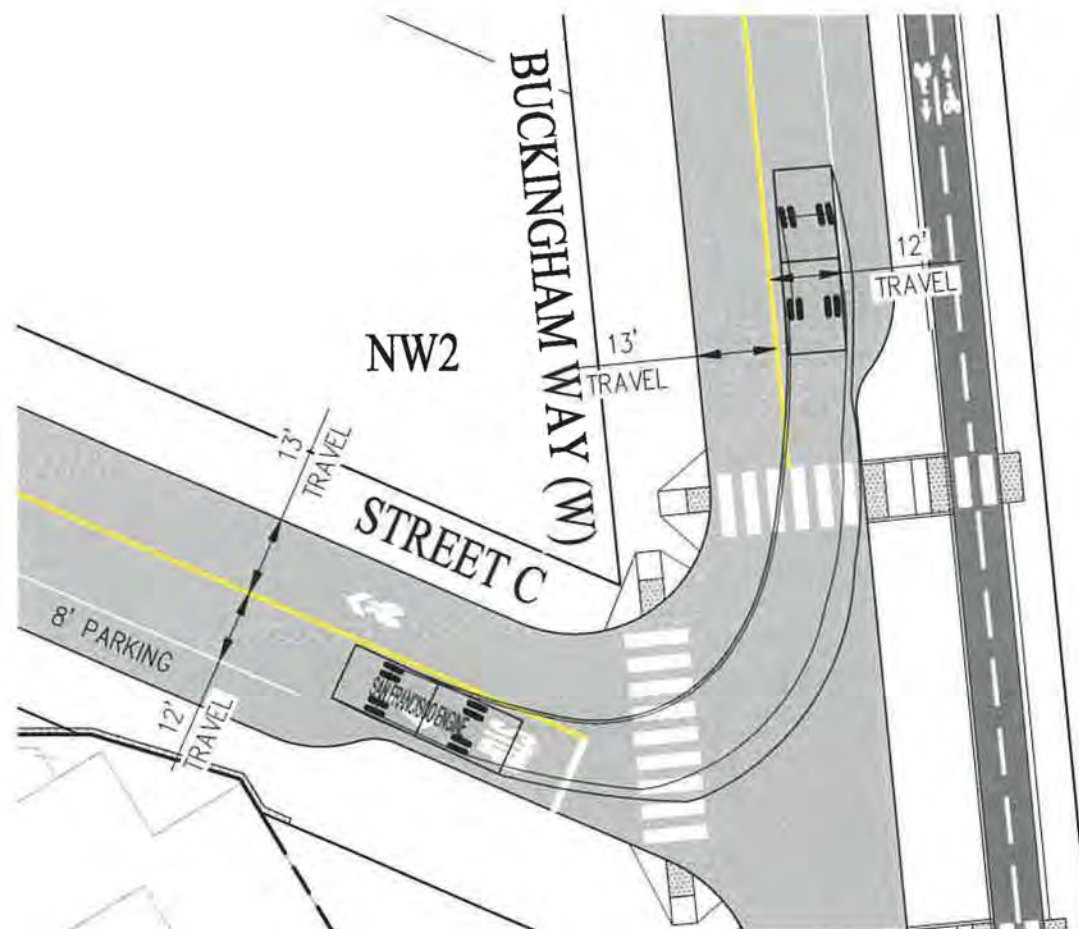
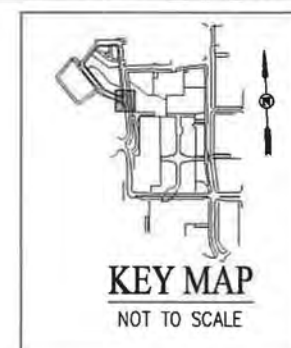


Figure G2.48 Buckingham Way (W) @ NW2 EB-NB (FE 34)

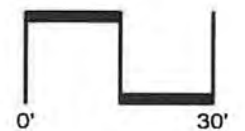
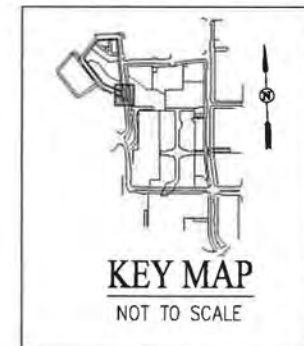
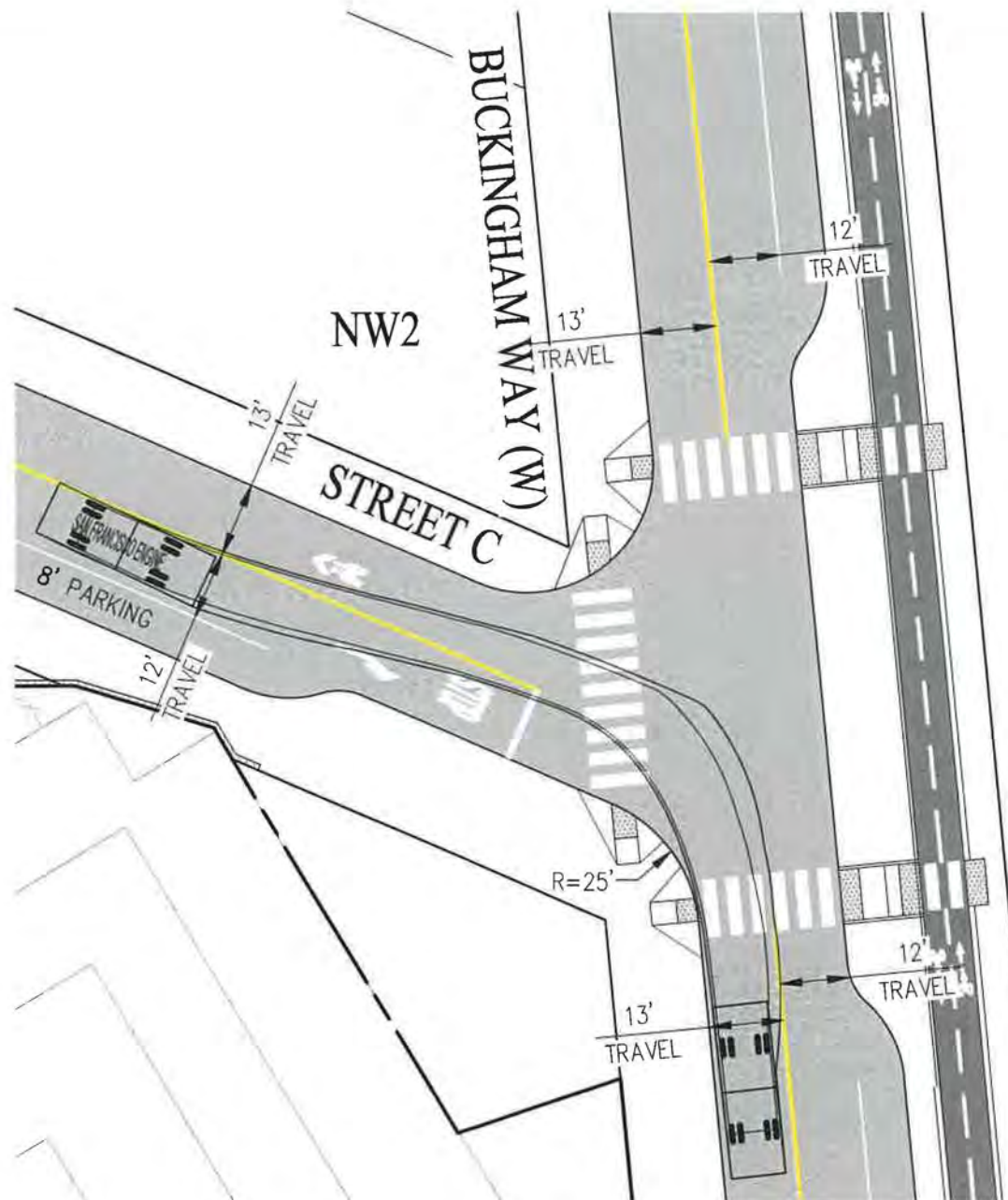


Figure G2.49 Buckingham Way (W) @ NW2 EB-SB (FE 34)

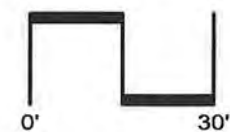
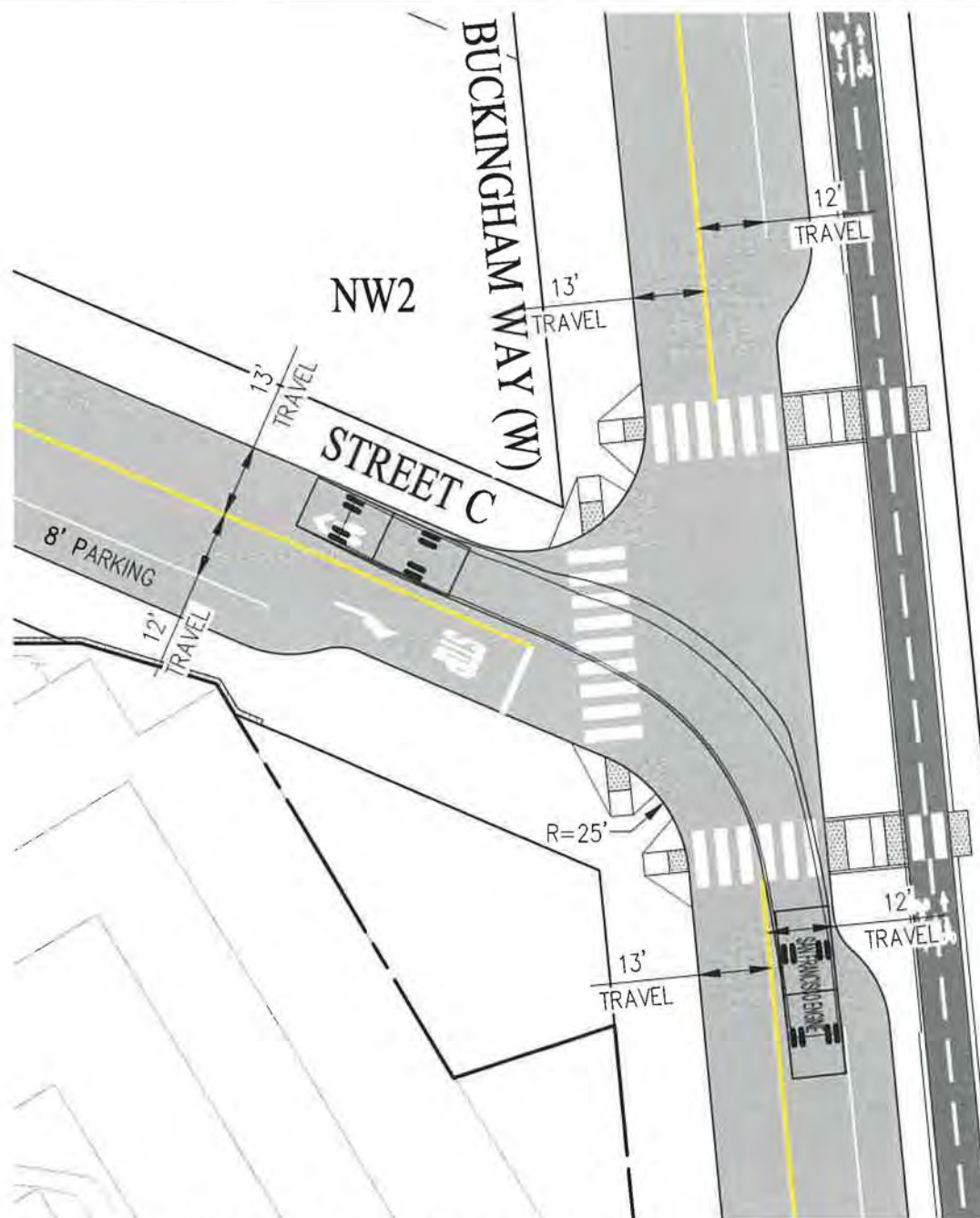
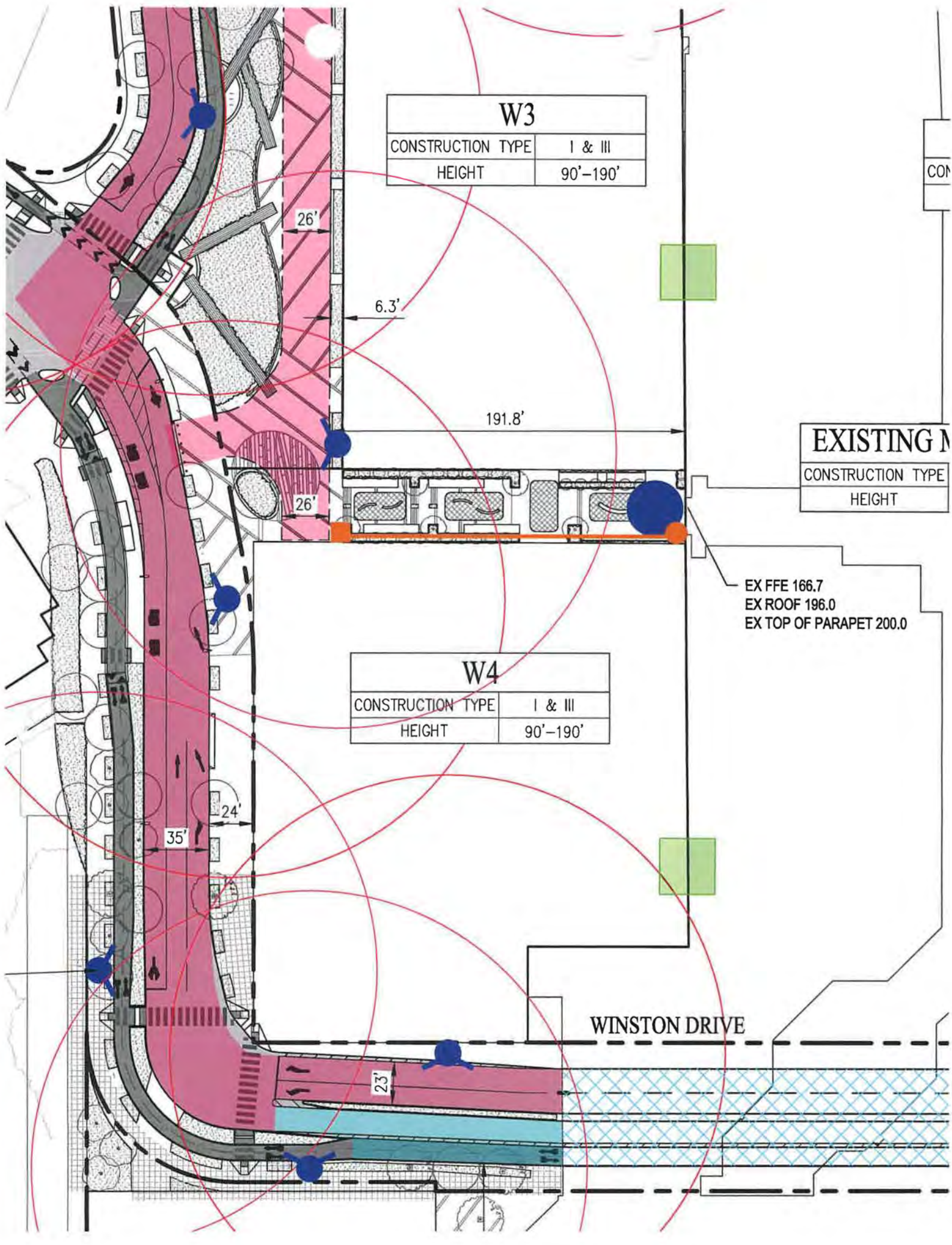


Figure G2.50 Buckingham Way (W) @ NW2 NB-WB (FE 34)

Appendix H

Large Format Dimensioned Fire Access Plan



W3	
CONSTRUCTION TYPE	I & III
HEIGHT	90'-190'

EXISTING M	
CONSTRUCTION TYPE	
HEIGHT	

W4	
CONSTRUCTION TYPE	I & III
HEIGHT	90'-190'

EX FFE 166.7
EX ROOF 196.0
EX TOP OF PARAPET 200.0

WINSTON DRIVE

Appendix I Signal Warrants (Fehr & Peers)

Signal Warrant Analysis Results Summary

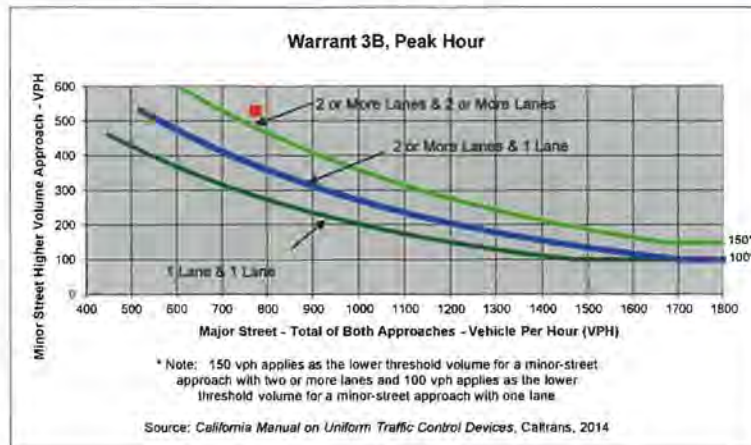
Intersection	Existing Control	Peak Hour Warrant Results		Proposed Control
		Warrant 3B Met	Warrant 3A Met	
Buckingham Way W / Buckingham Way N	N/A	YES	N/A	Signal
Buckingham Way S / 20th Ave	Side Street Stop	NO	NO	All Way Stop (See Note 2)
20th Ave / Eucalyptus Dr	4 Way Stop	YES	N/A	Signal
20th Ave / Buckingham Way N	3 Way Stop	YES	N/A	Signal
20th Ave / Street A	Modeled as side-street stop for warrant 3A	NO	NO	Signal (See Note 3)
20th Ave / Street B	N/A	YES	N/A	Signal
Winston Dr / 20th Ave	Signal	YES	N/A	Signal
Winston Dr / Buckingham Way W	All Way Stop	YES	N/A	Signal
Buckingham Way W / Street C	Modeled as side-street stop for warrant 3A	NO	NO	Side-Street Stop
Buckingham Way N / W2 Entrance/Exit	All Way Stop*	YES	N/A	Signal

*The existing intersection does not include the north leg parking garage access, which will be added to the intersection in the project condition

Note 1	Volumes are developed by Fehr & Peers through our travel demand analysis, which follows industry standards. Some of the assumptions may differ from those in the CEQA analysis, which is why these volumes may differ from CEQA volumes.
Note 2	Buckingham Way S / 20th Ave: We have provided a stopping sight distance assessment for this location, and we have concerns about the visibility of pedestrians and vehicles on the north side of the intersection waiting to cross Buckingham Way. For this reason, we are proposing an all-way stop to help manage conflicts at this intersection between vehicles, bicycles, and pedestrians. The design of the all-way stop will likely require advanced warning signage for eastbound traffic as they approach the new stop sign. According to our assessment, there is less of a concern with westbound traffic especially given their lower speed to complete the turn off 19th. However, large parked vehicles on the south side of South Buckingham have the potential to block visibility of the west leg crosswalk.
Note 3	20th Ave / Street A: This location is very close to meeting the warrant, and would only require an additional 21 vph for the SBL movement for example (2% of volumes for that approach) to meet Warrant 3B. The signal also allows for separate signal phases for bikes and vehicles to manage conflicts, maintain a consistent level of comfort and safety along the Class IV facility, and meet safety goals of the project.

Major Street Buckingham Way W
Minor Street Buckingham Way N

Project Stonestown
Scenario Existing Plus Project
Peak Hour PM



	Major Street Buckingham Way W	Minor Street Buckingham Way N	Warrant Met
Number of Approach Lanes	1	1	YES
Traffic Volume (VPH) *	774	528	

* Note: Traffic Volume for Major Street is Total Volume of Both Approaches.
Traffic Volume for Minor Street is the Volume of High Volume Approach.

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Section 4C.04 Warrant 3, Peak Hour

Support:

01 The Peak Hour signal warrant is intended for use at a location where traffic conditions are such that for a minimum of 1 hour of an average day, the minor-street traffic suffers undue delay when entering or crossing the major street.

Standard:

02 This signal warrant shall be applied only in unusual cases, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time.

03 The need for a traffic control signal shall be considered if an engineering study finds that the criteria in either of the following two categories are met:

A. If all three of the following conditions exist for the same 1 hour (any four consecutive 15-minute periods) of an average day:

1. The total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a STOP sign equals or exceeds: 4 vehicle-hours for a one-lane approach or 5 vehicle-hours for a two-lane approach; and

2. The volume on the same minor-street approach (one direction only) equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes; and

3. The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.

B. The plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4C-3 for the existing combination of approach lanes.

Option:

04 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-4 may be used in place of Figure 4C-3 to evaluate the criteria in the second category of the Standard.

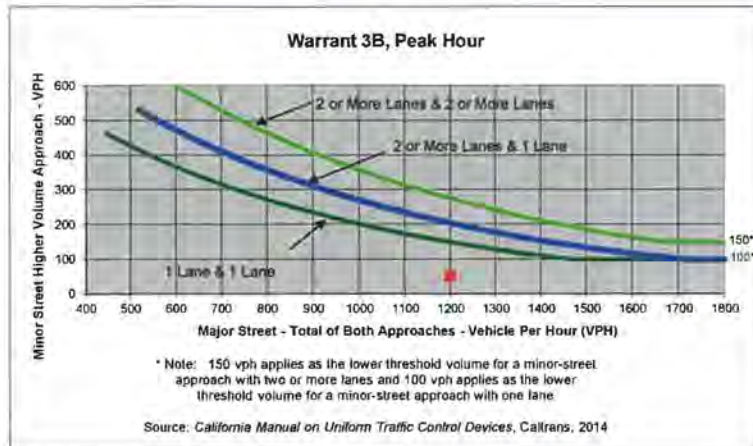
05 If this warrant is the only warrant met and a traffic control signal is justified by an engineering study, the traffic control signal may be operated in the flashing mode during the hours that the volume criteria of this warrant are not met.

Guidance:

06 If this warrant is the only warrant met and a traffic control signal is justified by an engineering study, the traffic control signal should be traffic-actuated.

Major Street Buckingham Way South
Minor Street 20th Avenue

Project Stonestown
Scenario Existing Plus Project
Peak Hour PM



	Major Street Buckingham Way South	Minor Street 20th Avenue	Warrant Met
Number of Approach Lanes	1	1	NO
Traffic Volume (VPH) *	1,200	51	

* Note: Traffic Volume for Major Street is Total Volume of Both Approaches.
Traffic Volume for Minor Street is the Volume of High Volume Approach.

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Section 4C.04 Warrant 3, Peak Hour

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1. The total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a STOP sign equals or exceeds: 4 vehicle-hours for a one-lane approach or 5 vehicle-hours for a two-lane approach; and
2. The volume on the same minor-street approach (one direction only) equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes; and
3. The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.

B. The plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4C-3 for the existing combination of approach lanes.

Option:

04 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-4 may be used in place of Figure 4C-3 to evaluate the criteria in the second category of the Standard.

05 If this warrant is the only warrant met and a traffic control signal is justified by an engineering study, the traffic control signal may be operated in the flashing mode during the hours that the volume criteria of this warrant are not met.

Guidance:

06 If this warrant is the only warrant met and a traffic control signal is justified by an engineering study, the traffic control signal should be traffic-actuated.

Major Street Buckingham Way South
Minor Street 20th Avenue

Project Stonestown
Scenario Existing Plus Project
Peak Hour PM

Warrant 3A, Peak Hour			
	Peak Hour Delay on Minor Approach (vehicle-hours)	Peak Hour Volume on Minor Approach (vph)	Peak Hour Entering Volume Served (vph)
Existing Plus Project	2.4	51	1,259
Limiting Value	4	100	800
Condition Satisfied?	Not Met	Not Met	Met
Warrant Met	<u>NO</u>		

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Section 4C.04 Warrant 3, Peak Hour

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02 This signal warrant shall be applied only in unusual cases, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time.

03 The need for a traffic control signal shall be considered if an engineering study finds that the criteria in either of the following two categories are met:

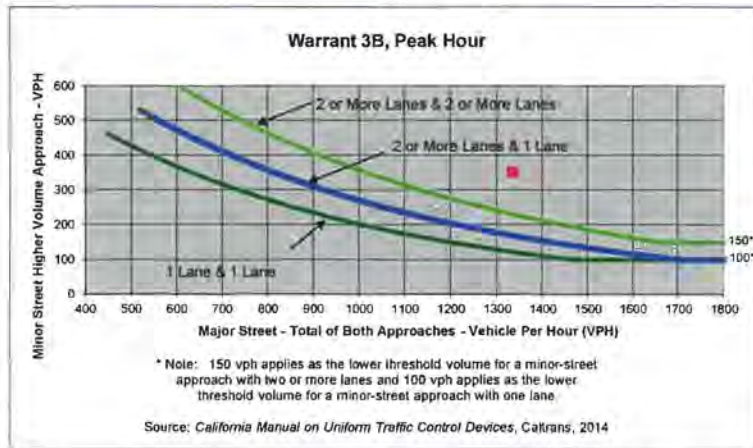
A. If all three of the following conditions exist for the same 1 hour (any four consecutive 15-minute periods) of an average day:

1. The total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a STOP sign equals or exceeds: 4 vehicle-hours for a one-lane approach or 5 vehicle-hours for a two-lane approach; and

2. The volume on the same minor-street approach (one direction only) equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes; and

Major Street 20th Avenue
Minor Street Eucalyptus

Project Stonestown
Scenario Existing Plus Project
Peak Hour PM



	Major Street 20th Avenue	Minor Street Eucalyptus	Warrant Met
Number of Approach Lanes	2	1	YES
Traffic Volume (VPH) *	1,335	351	

* Note: Traffic Volume for Major Street is Total Volume of Both Approaches.
Traffic Volume for Minor Street is the Volume of High Volume Approach.

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02 This signal warrant shall be applied only in unusual cases, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time.

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A. If all three of the following conditions exist for the same 1 hour (any four consecutive 15-minute periods) of an average day:

1. The total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a STOP sign equals or exceeds: 4 vehicle-hours for a one-lane approach or 5 vehicle-hours for a two-lane approach; and
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3. The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.

B. The plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4C-3 for the existing combination of approach lanes.

Option:

04 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-4 may be used in place of Figure 4C-3 to evaluate the criteria in the second category of the Standard.

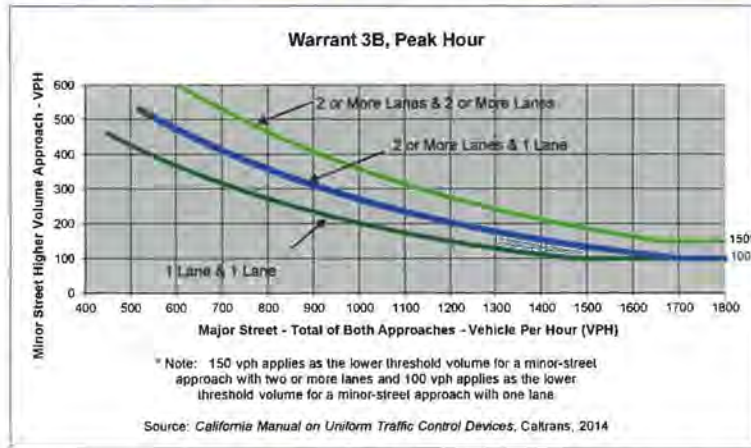
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Guidance:

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Major Street 20th Avenue
Minor Street Buckingham Way North

Project Stonestown
Scenario Existing Plus Project
Peak Hour PM



	Major Street	Minor Street	Warrant Met
	20th Avenue	Buckingham Way North	
Number of Approach Lanes	2	2	YES
Traffic Volume (VPH) *	1,210	855	

* Note: Traffic Volume for Major Street is Total Volume of Both Approaches.
Traffic Volume for Minor Street is the Volume of High Volume Approach.

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Section 4C.04 Warrant 3, Peak Hour

Support:

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Standard:

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3. The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.

B. The plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4C-3 for the existing combination of approach lanes.

Option:

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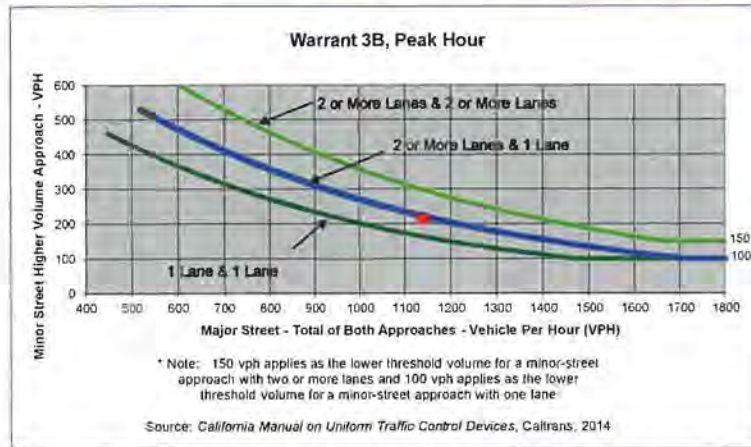
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Major Street 20th Avenue
Minor Street Street A

Project Stonestown
Scenario Existing Plus Project
Peak Hour PM



	Major Street	Minor Street	Warrant Met
	20th Avenue	Street A	
Number of Approach Lanes	2	1	NO
Traffic Volume (VPH) *	1,139	217	

* Note: Traffic Volume for Major Street is Total Volume of Both Approaches.
Traffic Volume for Minor Street is the Volume of High Volume Approach.

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Major Street: 20th Avenue
 Minor Street: Street A

Project: Stonestown
 Scenario: Existing Plus Project
 Peak Hour: PM

Warrant 3A, Peak Hour			
	Peak Hour Delay on Minor Approach (vehicle-hours)	Peak Hour Volume on Minor Approach (vph)	Peak Hour Entering Volume Served (vph)
Existing Plus Project	1.1	217	1,356
Limiting Value	4	100	650
Condition Satisfied?	Not Met	Met	Met
Warrant Met	NO		

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Section 4C.04 Warrant 3, Peak Hour

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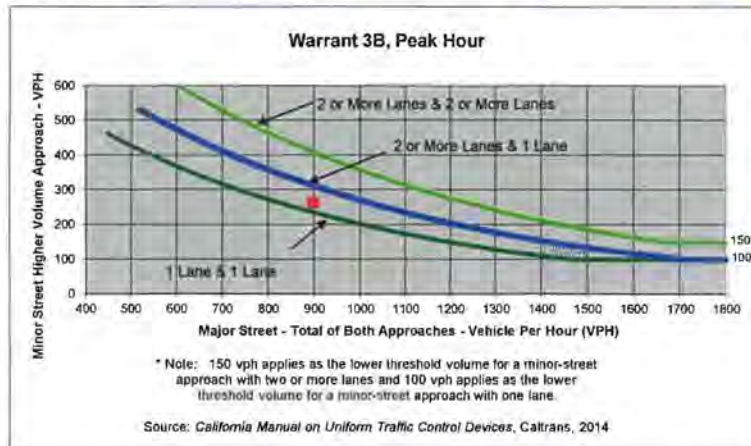
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2. The volume on the same minor-street approach (one direction only) equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes; and

Major Street: **20th Avenue**
Minor Street: **Street B**

Project: **Stonestown**
Scenario: **Existing Plus Project**
Peak Hour: **PM**



	Major Street 20th Avenue	Minor Street Street B	Warrant Met
Number of Approach Lanes	1	1	YES
Traffic Volume (VPH) *	898	263	

* Note: Traffic Volume for Major Street is Total Volume of Both Approaches.
Traffic Volume for Minor Street is the Volume of High Volume Approach.

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3. The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.

B. The plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4C-3 for the existing combination of approach lanes.

Option:

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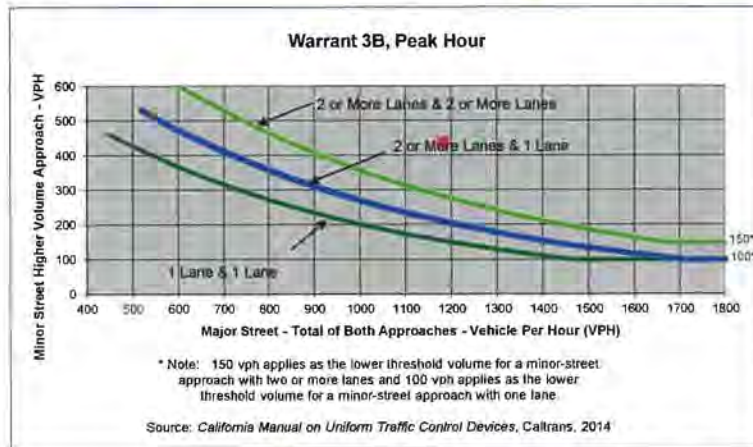
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Guidance:

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Major Street: **Winston Dr**
Minor Street: **20th Ave**

Project: **Stonestown**
Scenario: **Existing Plus Project**
Peak Hour: **PM**



	Major Street	Minor Street	Warrant Met
	Winston Dr	20th Ave	
Number of Approach Lanes	3	1	YES
Traffic Volume (VPH) *	1,182	438	

* Note: Traffic Volume for Major Street is Total Volume of Both Approaches.
Traffic Volume for Minor Street is the Volume of High Volume Approach.

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Section 4C.04 Warrant 3, Peak Hour

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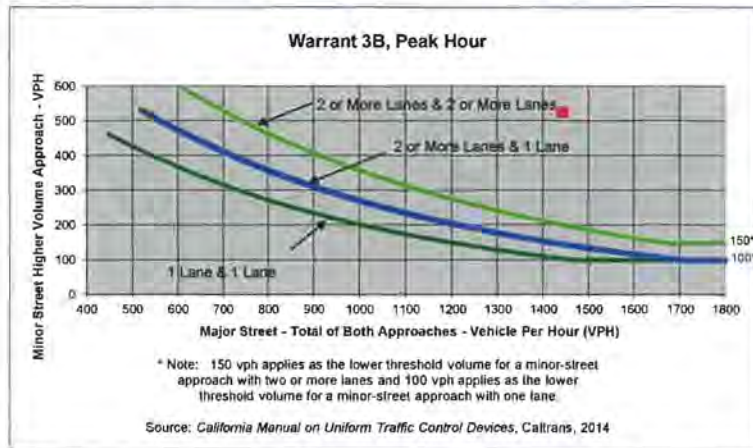
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Major Street Winston Dr
Minor Street Buckingham Way West

Project Stonestown
Scenario Existing Plus Project
Peak Hour PM



	Major Street	Minor Street	Warrant Met
	Winston Dr	Buckingham Way West	
Number of Approach Lanes	2	1	YES
Traffic Volume (VPH) *	1,443	525	

* Note: Traffic Volume for Major Street is Total Volume of Both Approaches.
Traffic Volume for Minor Street is the Volume of High Volume Approach.

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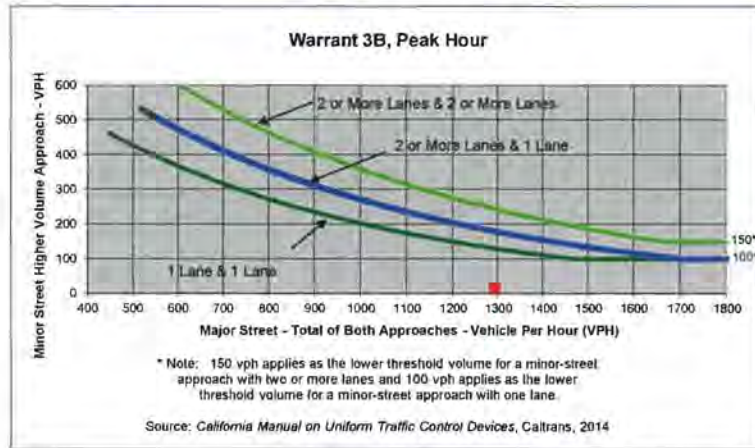
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Major Street Buckingham Way West
Minor Street Street C

Project Stonestown
Scenario Existing Plus Project
Peak Hour PM



	Major Street	Minor Street	Warrant Met
	Buckingham Way West	Street C	
Number of Approach Lanes	1	1	NO
Traffic Volume (VPH) *	1,292	18	

* Note: Traffic Volume for Major Street is Total Volume of Both Approaches.
Traffic Volume for Minor Street is the Volume of High Volume Approach.

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Major Street Buckingham Way West
Minor Street Street C

Project Stonestown
Scenario Existing Plus Project
Peak Hour PM

Warrant 3A, Peak Hour			
	Peak Hour Delay on Minor Approach (vehicle-hours)	Peak Hour Volume on Minor Approach (vph)	Peak Hour Entering Volume Served (vph)
Existing Plus Project	0.1	18	1,310
Limiting Value	4	100	650
Condition Satisfied?	Not Met	Not Met	Met
Warrant Met	NO		

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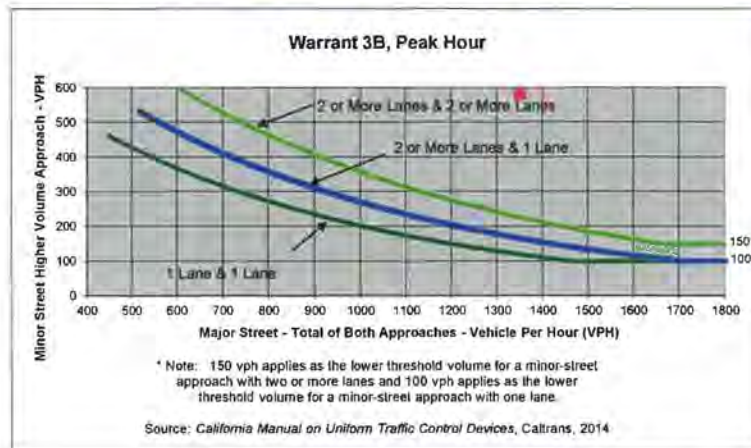
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Major Street Buckingham Way North
Minor Street W2 Entrance/Exit

Project Stonestown
Scenario Existing Plus Project
Peak Hour PM



	Major Street	Minor Street	Warrant Met
	Buckingham Way North	W2 Entrance/Exit	
Number of Approach Lanes	4	2	YES
Traffic Volume (VPH) *	1,351	580	

* Note: Traffic Volume for Major Street is Total Volume of Both Approaches.
Traffic Volume for Minor Street is the Volume of High Volume Approach.

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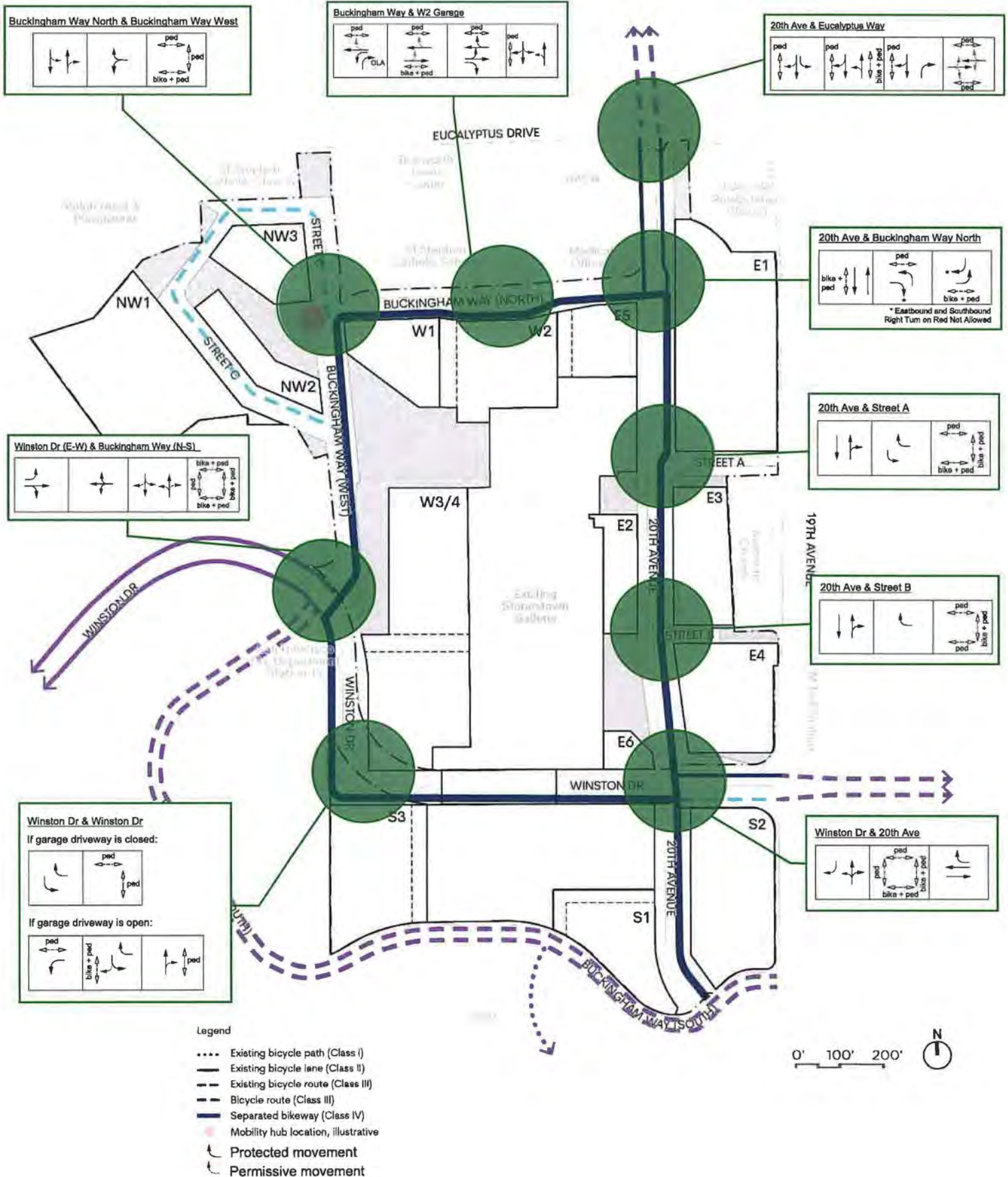
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Appendix J
Signal Phasing and Sight Triangles at Buckingham
Way (S) and 20th Avenue
(Fehr & Peers)

Stonestown - Preliminary Signal/asing Assumptions

Created by Fehr & Peers
Last updated: October 6, 2023



Appendix K
Sight Triangles at Buckingham Way (S) and
20th Avenue
(Fehr & Peers)

CTIONS

elevation changes obstructing sight line

elevation rise approaching intersection

elevation rise approaching intersection

Visibility is based on pedestrian waiting on corner to cross (but also overlaps with a similar viewshed for southbound vehicles waiting to enter intersection)

Buckingham South

opping (ft)	Passing (ft)
50	—
100	—
125	800
150	950
200	1,100
250	1,300
300	1,500
360	1,650
430	1,800

Appendix L
SFPW BOE – Hydraulics – Hydraulic Boundary
Conditions Technical Memorandum



Iqbal Dhapa, PE, Acting Bureau Manager | Bureau of Engineering
iqbalbhai.dhapa@sfdpw.org | T: 628.271.2570 | 49 South Van Ness Ave. Suite 800, San Francisco, CA 94103

TECHNICAL MEMORANDUM

TO: Angelo Obertello
CBG, Principal

THROUGH: Nicholas Bear
Public Works BOE – Hydraulics

FROM: Yuan Wu
Public Works BOE – Hydraulics

DATE: June 4, 2023

SUBJECT: Hydraulic Boundary Condition Requests for Stonestown Galleria

As requested on April 14, 2023, the field surveys provided by CBG were incorporated to the study network. CBG also requested to evaluate the feasibility of potential rerouting flow pattern at intersection of Buckingham Way and Winston Drive near westside of the mall. See Attachment 1 for the data request. The model was updated and re-run. The updated hydraulic boundary condition for existing and proposed rerouting flow pattern are depicted in Attachments 2 to 5.

There are no surface runoff flooding complaints at Winston drive underpass (Tunnel) in the SFPW office record and [City's 311 Map](#). However, the sewage backups complaints were reported in 311 Map on Jan 15, 2022 and Jan 24, 2022. The sewage was coming out from the manhole per 311 Map. There is no existing air vent per January's pictures in 2022. An air vent was constructed after Jan 2022 since there is a sewer vent next to this sewer manhole per field visit conducted by SFPW staff on Feb 14, 2023. The uncertainty is why this sewer manhole has sewer cover but inside is closed pipe with valve. See pictures in Attachments 6 and 7 for the details.

CBG is proposing to reroute a drainage area on the westside of the mall to the CS draining towards Lowell High School. This potential rerouting flow pattern would not have a significant adverse effect on the downstream HGL for the 5-year, 3-hour storm if upsizing downstream existing 27", 30" and 24" combined sewers to 36".

If CBG provides additional sewer design data and information in the future, EHY will update the ICM model accordingly and provide updated HGL and flow rate at locations of interest.

If you have any questions regarding the data presented, please contact me at yuan.wu@sfdpw.org or (628) 271-2428

ENCLOSED ATTACHMENTS:

Attachment 1: April 14, 2023, Email Data Request

Attachment 2: Plan of Maximum HGL and Peak Flowrate of 5-year Storm under Existing Flow Pattern

Attachment 3: Plan of Maximum HGL and Peak Flowrate of 100-year Storm under Existing Flow Pattern

Attachment 4: Plan of Maximum HGL and Peak Flowrate of 5-year storm under Re-routing Flow Pattern

Attachment 5: Plan of Maximum HGL and Peak Flowrate of 5-year storm under Re-routing Flow Pattern
(w/ upsizing downstream sewers from 24", 27" and 30" to 36")

Attachment 6: SFPW Field Notes and SFPW Field Pictures on Feb 14, 2023

Attachment 7: Sewerage Backup Pictures of 42" Combined Sewer at Winston Drive Underpass (Tunnel)
on Jan 15, 2022, and Jan 24, 2022 from 311 Map

From: [Angelo Obertello](#)
To: [Phan, Denny \(DPW\)](#)
Cc: [Ashley Alvernaz](#); [Conrad, Theodore \(ECN\)](#); [Cherry, Jonathan \(ECN\)](#)
Subject: RE: Stonestown - Hydraulic Boundary Condition Requests
Date: Friday, April 14, 2023 8:53:41 AM
Attachments: [2023.04.13_City CS Hydraulics Model.pdf](#)
[2023.04.13_EX CS System & Dips.pdf](#)
[087 C1-1.pdf](#)

Hi Denny,

Thanks again for helping coordinate the SFPW BOE's Boundary Conditions Tech Memo for Stonestown. Consistent with the memo's request for relevant site updates, we conducted detailed field surveys of the existing pipes and reviews of available as-built plans. There are some items we have found that we request be incorporated to the modeling information as outlined in the 3 requests below:

- **(1) CCSF System Model Updates to Reflect Existing Field Conditions**
 - As noted above, we have conducted field surveys of the existing structures and pipes, and through this effort we identified a subset of field conditions differing from routing and pipe sizes currently reflected in the CCSF 2023 ICM model.
 - Please see attached map of CBG's detailed field survey results (2023.04.13_Ex CS System & Dips.pdf) and our mark-up of the BOE's modeling output where we identify needed model network updates (Page 1 of 2023.04.13_City CS Hydraulics Model.pdf).
 - In support of those markups, we also attached the Winston Tunnel as-built with highlighting to depict how the existing street low point system is not connected to the large diameter CS pipe (which is 42", not 33") and flows south to Buckingham South (file: 087 C1-1.pdf).

Please let me know if BOE has questions regarding our recommended network updates.

- **(2) Updated Boundary Conditions**
 - Once needed pipe network updates are completed, we request reconfirmation of applicable boundary condition values from the CCSF ICM model for the 5- and 100-year design storms. Please see specific data request on pdf page 2 or 3 in "2023.04.13_City CS Hydraulics Model.pdf".
- **(3) In addition to these existing field condition updates, we also request a Potential Rerouting and ICM Values for Downstream Conditions in the 5-Year Storm be modeled as described below:**
 - As noted on pdf page 3 of 3 in "2023.04.13_City CS Hydraulics Model.pdf," the project is proposing to reroute a drainage area on the westside of the mall to the CS draining towards Lowell H.S.
 - Before taking this proposal further in the Infrastructure Plan, the project team is requesting if BOE could advise whether such a rerouting would have a significant adverse effect on the downstream HGL for the 5-year, 3-hour storm (aka, Level of Service storm for the existing CSS).

Please let us know if BOE requires further clarification on this request.

Thanks again,

Angelo Obertello, P.E.

Attachment 1 April 14, 2023, Email Data Request

Principal

CBG | CIVIL ENGINEERS • SURVEYORS • PLANNERS

2633 Camino Ramon, Suite 350 | San Ramon, CA 94583

P: (925) 866-0322 x268 | C: (925) 963-0597

AObertello@cbandg.com | www.cbandg.com

From: Phan, Denny (DPW) <denny.phan@sfdpw.org>

Sent: Friday, February 3, 2023 4:50 PM

To: Angelo Obertello <aobertello@cbandg.com>

Cc: Ashley Alvernaz <aalvernaz@cbandg.com>; Conrad, Theodore (ECN) <theodore.conrad@sfgov.org>; Cherry, Jonathan (ECN) <jonathan.cherry@sfgov.org>

Subject: Re: Stonestown - Hydraulic Boundary Condition Requests

Hi Angelo,

Thanks for your patience. Please see attached memo for the requested info. Let me know if you have any questions.

Thanks,

Denny Phan, PE

Project Manager

San Francisco Public Works

From: Angelo Obertello <aobertello@cbandg.com>

Sent: Wednesday, January 25, 2023 6:31 PM

To: Phan, Denny (DPW) <denny.phan@sfdpw.org>

Cc: Ashley Alvernaz <aalvernaz@cbandg.com>

Subject: RE: Stonestown - Hydraulic Boundary Condition Requests

Thanks for the updated Denny.

Yes, end of next week works for our workflow on this task. We'll plan accordingly,

Thanks again,

Angelo Obertello, P.E.

Principal

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P: (925) 866-0322 x268 | C: (925) 963-0597

AObertello@cbandg.com | www.cbandg.com

From: Phan, Denny (DPW) <denny.phan@sfdpw.org>

Sent: Wednesday, January 25, 2023 5:37 PM

To: Angelo Obertello <aobertello@cbandg.com>

Cc: Ashley Alvernaz <aalvernaz@cbandg.com>

Subject: Re: Stonestown - Hydraulic Boundary Condition Requests

Hi Angelo – Hydraulics has a draft memo ready, but needs until the end of next week for it to be reviewed and finalized. Is that OK? Or do you have some milestone or activity that requires the info sooner? Let me know - I will ask them to finish it ASAP, but I'm wondering how hard I need to push them.

They are doing this as a favor to me since PUC is swamped, so at least we're getting the info sooner than PUC would provide it.

Denny Phan, PE

Project Manager

San Francisco Public Works

From: Angelo Obertello <aobertello@cbandg.com>

Date: Thursday, January 19, 2023 at 6:16 PM

To: Phan, Denny (DPW) <denny.phan@sfdpw.org>

Cc: Ashley Alvernaz <aalvernaz@cbandg.com>

Subject: RE: Stonestown - Hydraulic Boundary Condition Requests

Great, thanks for the help and update Denny. We'll connect next week on this.

Thanks,

Angelo Obertello, P.E.

Principal

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2633 Camino Ramon, Suite 350 | San Ramon, CA 94583

P: (925) 866-0322 x268 | C: (925) 963-0597

AObertello@cbandg.com | www.cbandg.com

From: Phan, Denny (DPW) <denny.phan@sfdpw.org>

Sent: Thursday, January 19, 2023 6:14 PM

To: Angelo Obertello <aobertello@cbandg.com>

Cc: Ashley Alvernaz <aalvernaz@cbandg.com>

Subject: Re: Stonestown - Hydraulic Boundary Condition Requests

Hi Angelo – SFPUC is short staffed at the moment, so I've tasked our Hydraulics team with preparing the info for you instead – or else we may be waiting awhile. I'll have something for you early next week. Have a great weekend.

Denny Phan, PE

Project Manager

San Francisco Public Works

From: Angelo Obertello <aobertello@cbandg.com>
Date: Thursday, January 19, 2023 at 8:30 AM
To: Phan, Denny (DPW) <denny.phan@sfdpw.org>
Cc: Ashley Alvernaz <aalvernaz@cbandg.com>
Subject: RE: Stonestown - Hydraulic Boundary Condition Requests

Thanks Denny

Angelo Obertello, P.E.
Principal

CBG | CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 Camino Ramon, Suite 350 | San Ramon, CA 94583
P: (925) 866-0322 x268 | C: (925) 963-0597
AObertello@cbandg.com | www.cbandg.com

From: Phan, Denny (DPW) <denny.phan@sfdpw.org>
Sent: Thursday, January 19, 2023 8:08 AM
To: Angelo Obertello <aobertello@cbandg.com>
Cc: Ashley Alvernaz <aalvernaz@cbandg.com>
Subject: Re: Stonestown - Hydraulic Boundary Condition Requests

Hi Angelo,

Request received. I reached out to PUC and will get back to you asap.

Denny Phan, PE
Project Manager
San Francisco Public Works

From: Angelo Obertello <aobertello@cbandg.com>
Date: Thursday, January 19, 2023 at 6:44 AM
To: Phan, Denny (DPW) <denny.phan@sfdpw.org>
Cc: Ashley Alvernaz <aalvernaz@cbandg.com>
Subject: Stonestown - Hydraulic Boundary Condition Requests

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi Denny,

We are advancing master utility modeling concurrent with the processing of the Infrastructure Plan for Stonestown. Specific to the combined sewer system, we would like to request from SFPUC-WWE hydraulic information for the downstream connection points and upstream areas of flows entering the site.

I've attached a mark-up of the site and combined sewer system with annotations of the information we are requesting at various locations.

I assume I should direct this request through your office but can also reach directly to WWE if you prefer, just let me know.

Thanks for your assistance with this request,

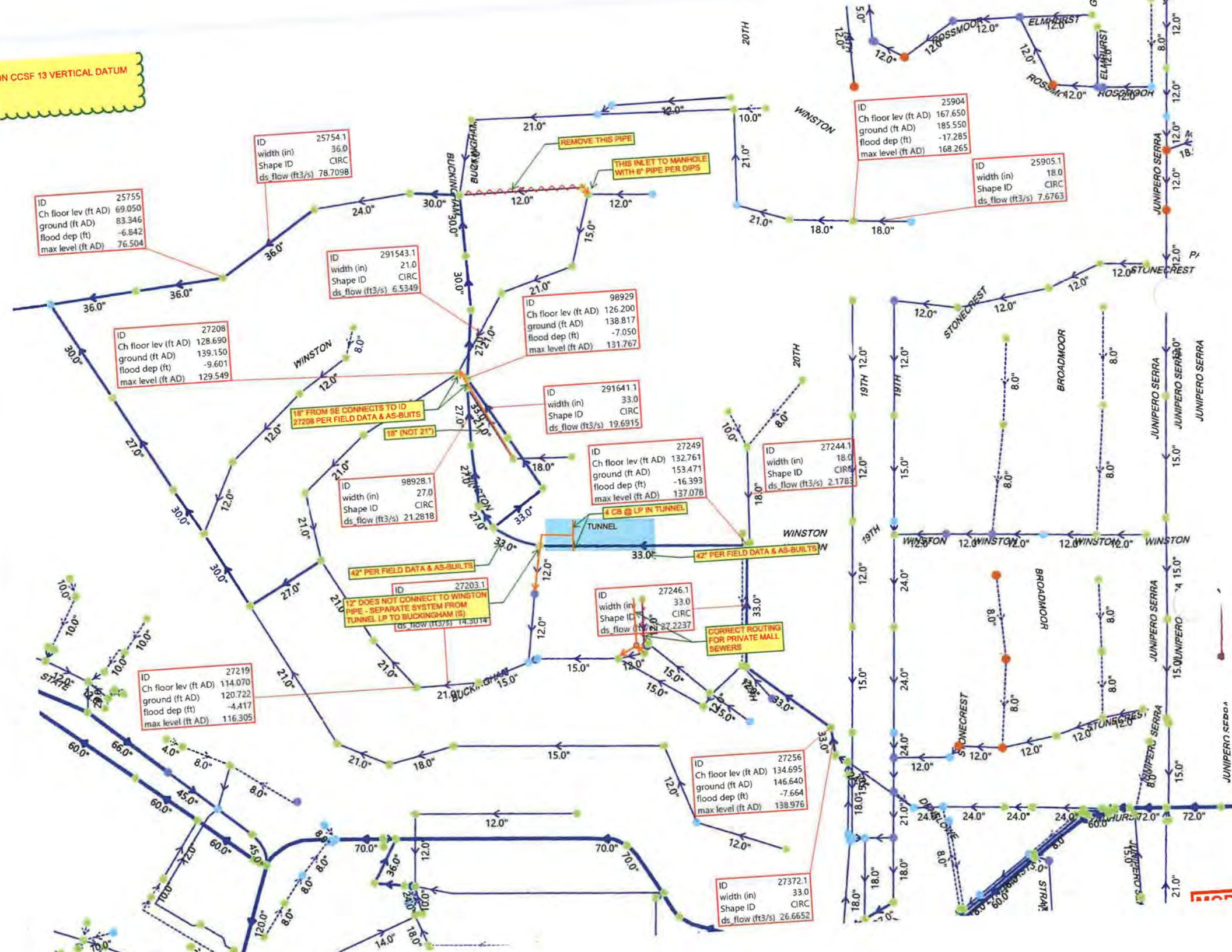
Angelo Obertello, P.E.
Principal

CBG | CIVIL ENGINEERS • SURVEYORS • PLANNERS

2633 Camino Ramon, Suite 350 | San Ramon, CA 94583

P: (925) 866-0322 x268 | C: (925) 963-0597

AObertello@cbandg.com | www.cbandg.com



ON CCSF 13 VERTICAL DATUM

LOCATION: LOWELL HIGH SCHOOL
REQUEST UPDATE FLOW AND HGL
DATA FOR 5-YR & 100-YR
PIPE ROUTING CHANGE @ ID 98929 &
PIPE SIZE CHANGE THRU TUNNEL

ID 25754.1
width (in) 36.0
Shape ID CIRC
ds. flow (ft³/s) 78.7098

ID 25755
Ch floor lev (ft AD) 69.050
ground (ft AD) 83.346
flood dep (ft) -6.842
max level (ft AD) 76.504

ID 291543.1
width (in) 21.0
Shape ID CIRC
ds. flow (ft³/s) 6.5349

ID 27208
Ch floor lev (ft AD) 128.690
ground (ft AD) 139.150
flood dep (ft) -9.601
max level (ft AD) 129.549

LOCATION: BUCKINGHAM WAY (W)
REQUEST UPDATE FLOW AND HGL
DATA FOR 5-YR & 100-YR
PRIVATE PIPE ROUTING TO SE
CHANGE & PRIVATE PIPE ROUTING
TO NE CHANGE

ID 98928.1
width (in) 27.0
Shape ID CIRC
ds. flow (ft³/s) 21.2818

ID 98929
Ch floor lev (ft AD) 126.200
ground (ft AD) 138.817
flood dep (ft) -7.050
max level (ft AD) 131.767

LOCATION: WINSTON @ BUCKINGHAM
REQUEST UPDATE FLOW AND HGL
DATA FOR 5-YR & 100-YR
PIPE SIZE CHANGE AT TUNNEL &
PRIVATE PIPE ROUTING CHANGE

ID 291641.1
width (in) 33.0
Shape ID CIRC
ds. flow (ft³/s) 19.6915

NEW LOCATION: WINSTON TUNNEL SUMP
REQUEST UPDATE FLOW AND HGL DATA
FOR 5-YR & 100-YR FOR INLET @ SUMP
REQUEST ANY KNOWN FLOODING ISSUES
OR DATA FOR TUNNEL

ID 27244.1
width (in) 18.0
Shape ID CIRC
ds. flow (ft³/s) 2.1783

ID 27203.1
width (in) 21.0
Shape ID CIRC
ds. flow (ft³/s) 14.3014

ID 27246.1
width (in) 33.0
Shape ID CIRC
ds. flow (ft³/s) 27.2237

ID 27219
Ch floor lev (ft AD) 114.070
ground (ft AD) 120.722
flood dep (ft) -4.417
max level (ft AD) 116.305

LOCATION: BUCKINGHAM WAY (S)
REQUEST UPDATE FLOW AND HGL
DATA FOR 5-YR & 100-YR
12" TUNNEL ROUTING CHANGE

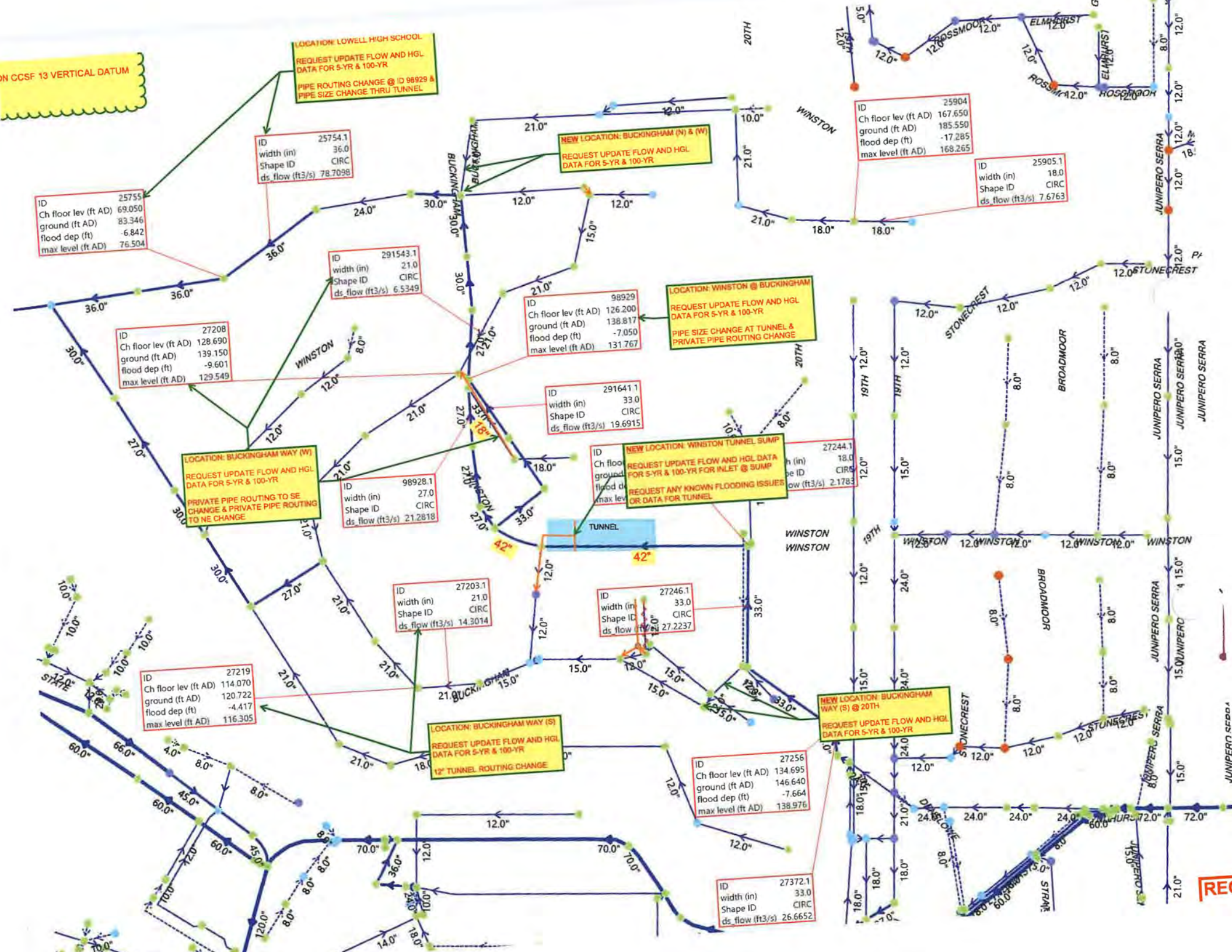
NEW LOCATION: BUCKINGHAM
WAY (S) @ 20TH
REQUEST UPDATE FLOW AND HGL
DATA FOR 5-YR & 100-YR

ID 27256
Ch floor lev (ft AD) 134.695
ground (ft AD) 146.640
flood dep (ft) -7.664
max level (ft AD) 138.976

ID 27372.1
width (in) 33.0
Shape ID CIRC
ds. flow (ft³/s) 26.6652

ID 25904
Ch floor lev (ft AD) 167.650
ground (ft AD) 185.550
flood dep (ft) -17.285
max level (ft AD) 168.265

ID 25905.1
width (in) 18.0
Shape ID CIRC
ds. flow (ft³/s) 7.6763



ON CCSF 13 VERTICAL DATUM

LOCATION: LOWELL HIGH SCHOOL
REQUEST ALTERNATIVE ROUTING
SCENARIO OUTPUT FOR ALL NODES
(5 YR & 100 YR HGL AND FLOWS)
ALONG PINK HIGHLIGHTED
SEGMENT

ID 25755
Ch floor lev (ft AD) 69.050
ground (ft AD) 83.346
flood dep (ft) -6.842
max level (ft AD) 76.504

ID 25754.1
width (in) 36.0
Shape ID CIRC
ds_flow (ft³/s) 78.7098

ID 291543.1
width (in) 21.0
Shape ID CIRC
ds_flow (ft³/s) 6.5349

ID 27208
Ch floor lev (ft AD) 128.690
ground (ft AD) 139.150
flood dep (ft) -9.601
max level (ft AD) 129.549

ID 98929
Ch floor lev (ft AD) 126.200
ground (ft AD) 138.817
flood dep (ft) -7.050
max level (ft AD) 131.767

ID 291641.1
width (in) 33.0
Shape ID CIRC
ds_flow (ft³/s) 2.1783

ID 98928.1
width (in) 27.0
Shape ID CIRC
ds_flow (ft³/s) 14.3014

ID 27203.1
width (in) 21.0
Shape ID CIRC
ds_flow (ft³/s) 14.3014

ID 27219
Ch floor lev (ft AD) 114.070
ground (ft AD) 120.722
flood dep (ft) -4.417
max level (ft AD) 116.305

ID 27246.1
width (in) 33.0
Shape ID CIRC
ds_flow (ft³/s) 27.2237

ID 27256
Ch floor lev (ft AD) 134.695
ground (ft AD) 146.640
flood dep (ft) -7.664
max level (ft AD) 138.976

ID 27372.1
width (in) 33.0
Shape ID CIRC
ds_flow (ft³/s) 26.6552

ID 25904
Ch floor lev (ft AD) 167.650
ground (ft AD) 185.550
flood dep (ft) -17.285
max level (ft AD) 168.265

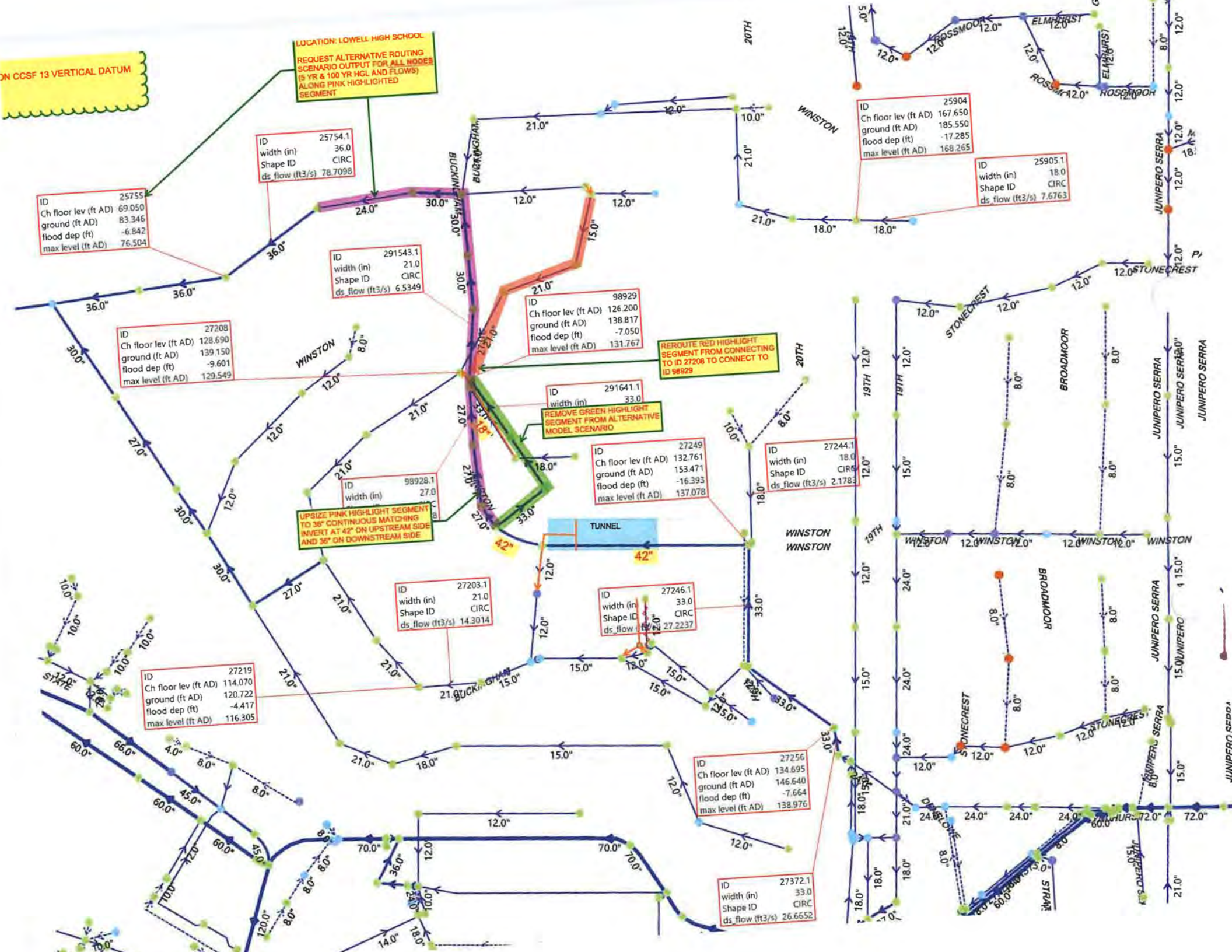
ID 25905.1
width (in) 18.0
Shape ID CIRC
ds_flow (ft³/s) 7.6763

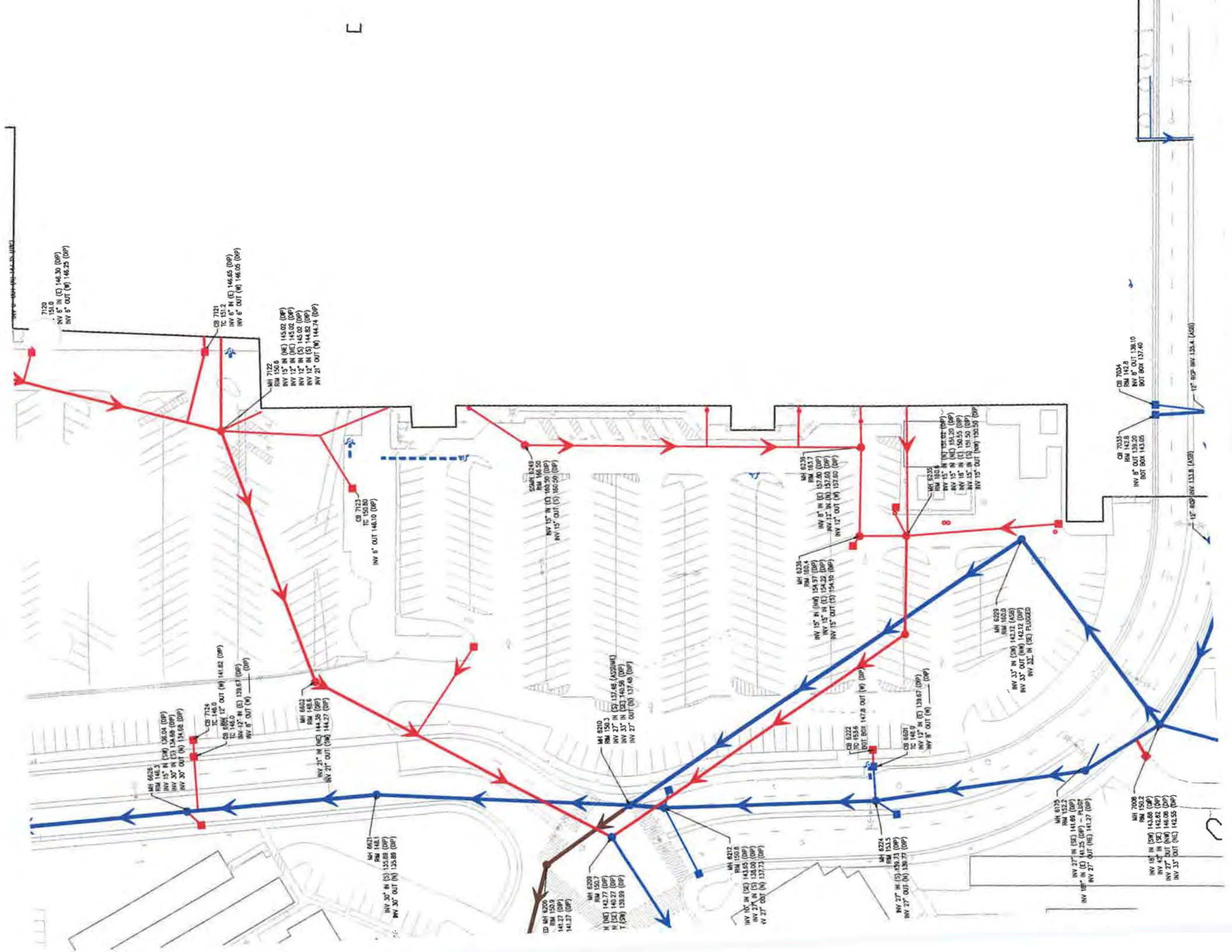
REROUTE RED HIGHLIGHT
SEGMENT FROM CONNECTING
TO ID 27208 TO CONNECT TO
ID 98929

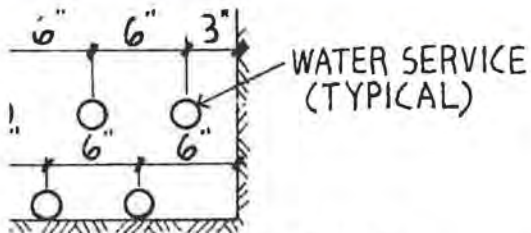
UPSIZE PINK HIGHLIGHT SEGMENT
TO 36" CONTINUOUS MATCHING
INVERT AT 42" ON UPSTREAM SIDE
AND 36" ON DOWNSTREAM SIDE

REMOVE GREEN HIGHLIGHT
SEGMENT FROM ALTERNATIVE
MODEL SCENARIO

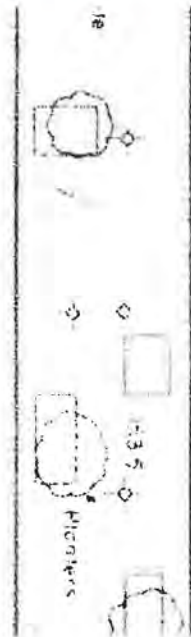
TUNNEL



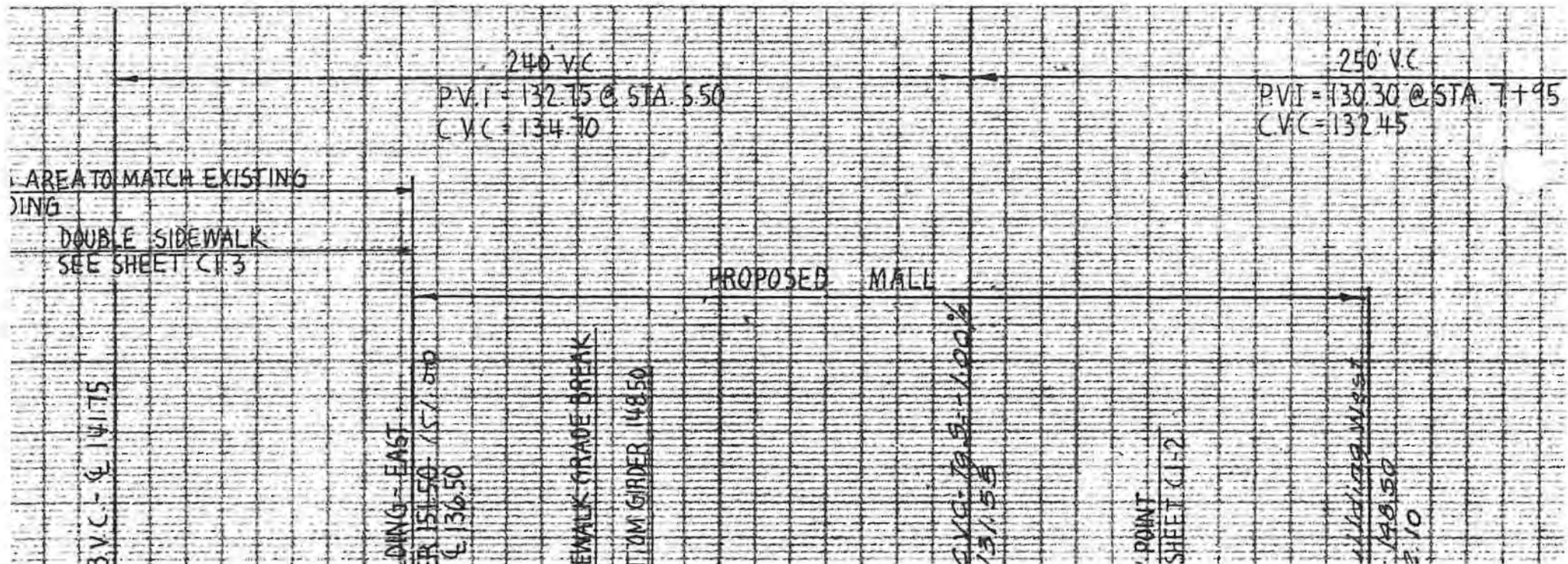
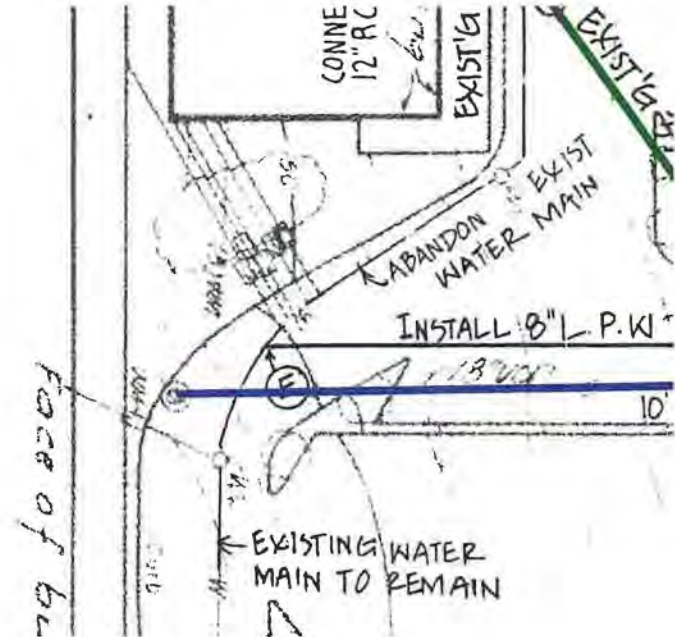


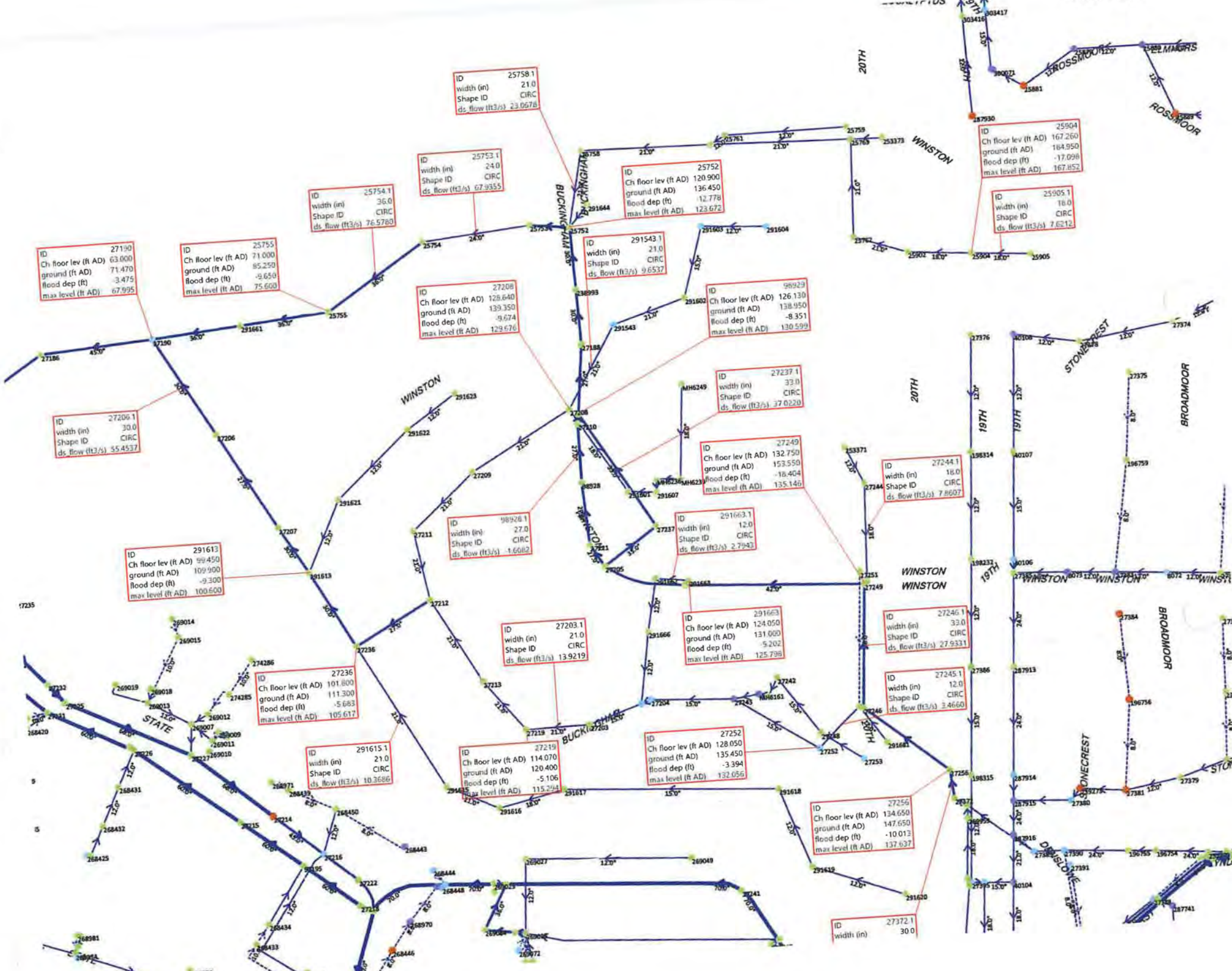


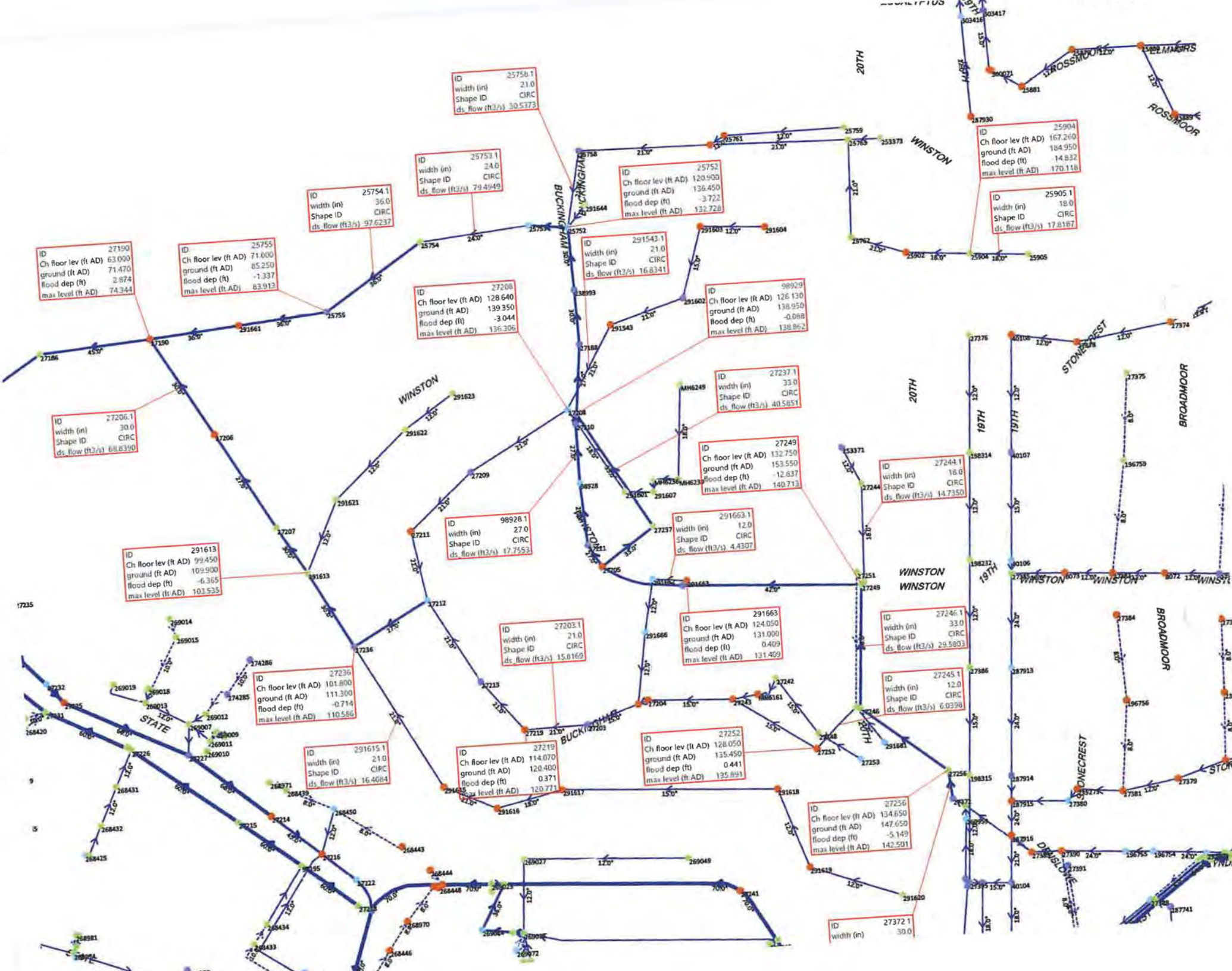
WATER SERVICES
 BOTH SIDE (SEE NOTE 1)
 1" = 1'-0"

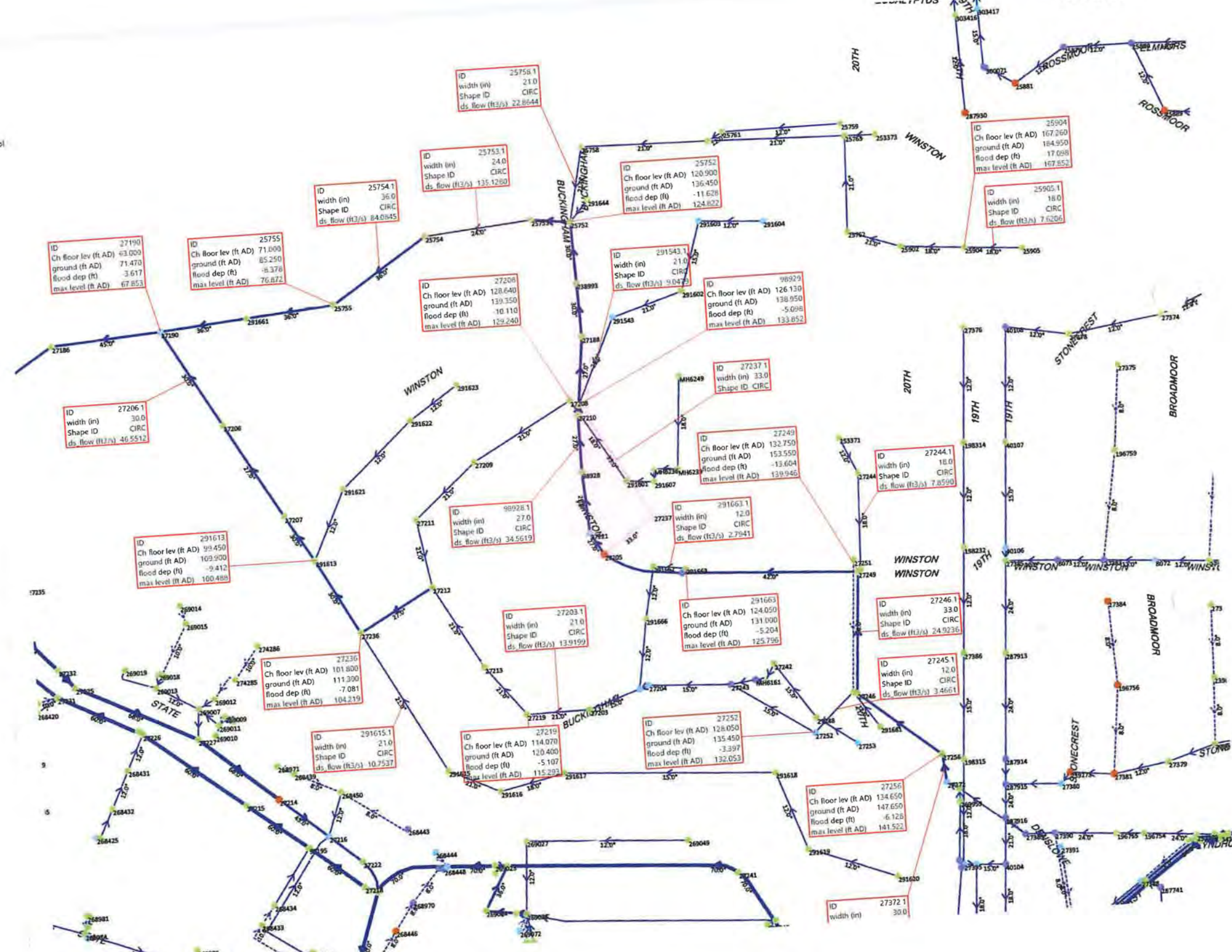


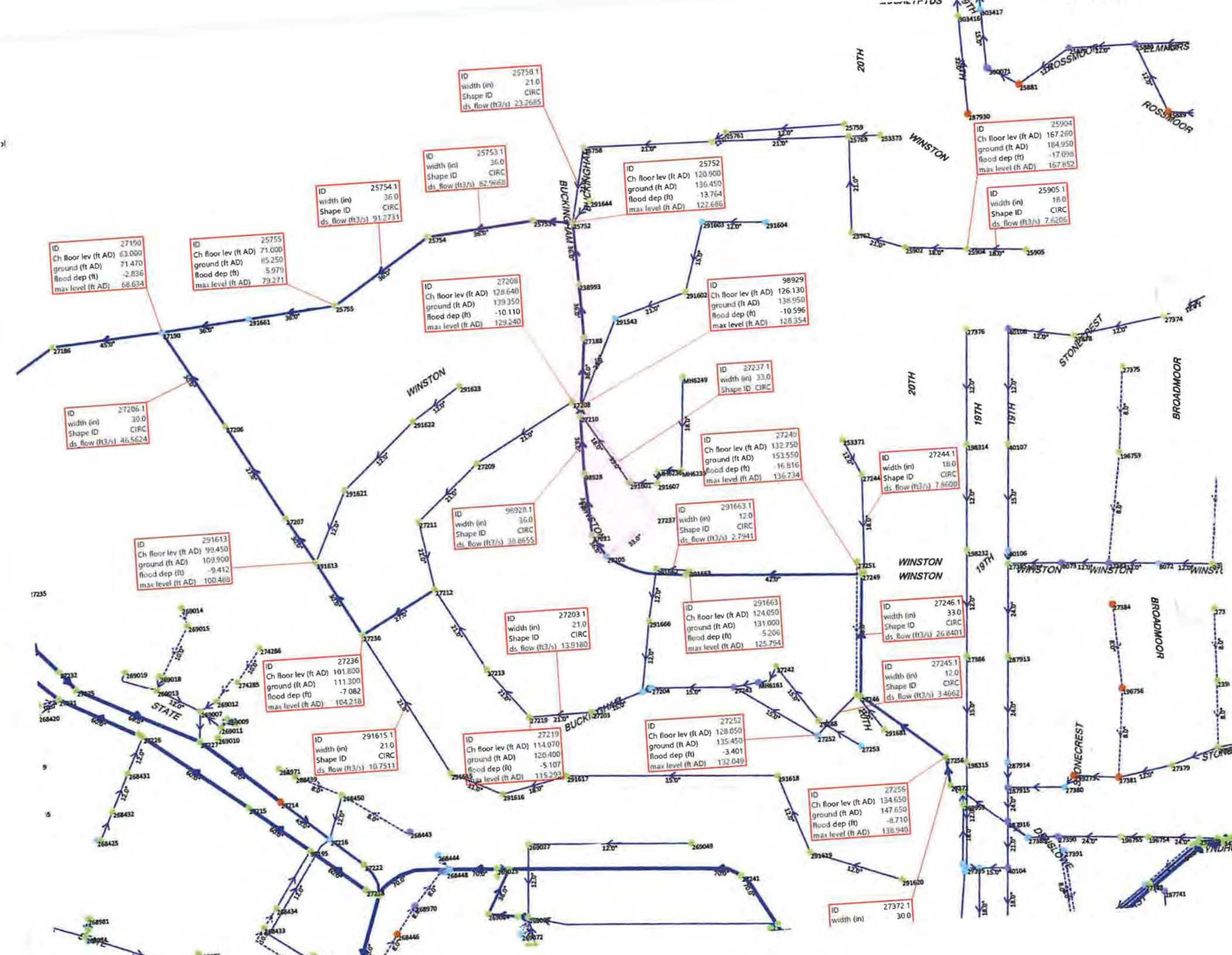
PROPOSED MALL











STD. SAN
PER CITY
(BOTH SI

21"-VCP

i:433.6

This line serves lower level of mall
A-783-46_commercial_area_1.JPG

21" above 27"

21" above 27"

INV 136.6
A-783-46_comm
ercial_area_1.J
PG

MH not visible from
surface. Only
connection was former
service station

A-783-46_commercial_
area_1.JPG

INV 130.7
A-783-46_winston_3_
2.JPG

Approx. area of lifting eyes

400

3355

MONTE VISTA DR

A-783

10"-VCP
i:150
10"-VCP
i:147.6
8"-VCP
i:155

i:163.65

33"-SRCP
i:135.85
18"-VCP
i:130.79

33"-SRCP

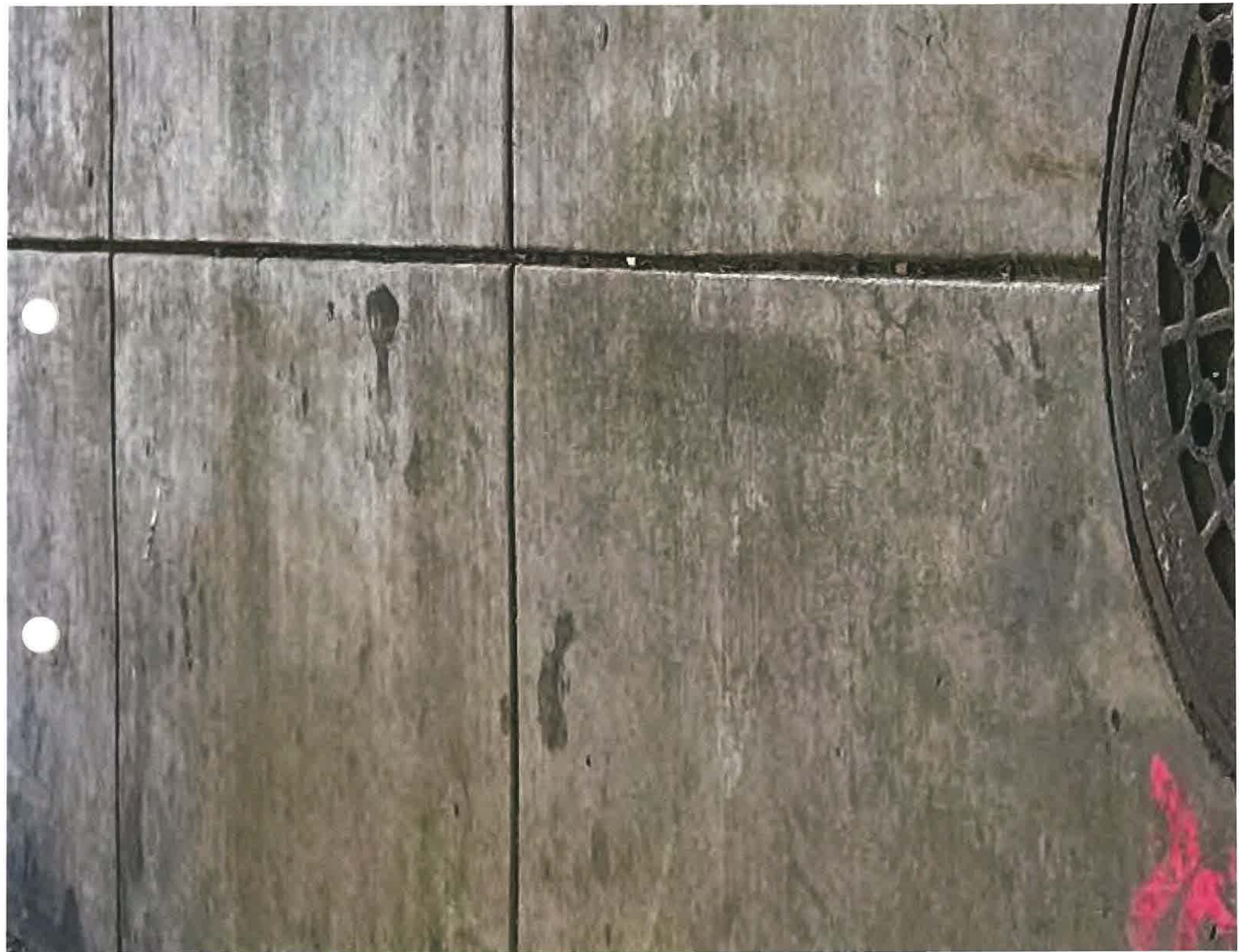
33"-PEP
i:123.45
i:123.8
i:124.63

33"-PEP

18"-VCP
i:142.7
10"-VCP
i:145
i:132.76

10"-VCP
i:157.05

10"-VCP
i:157.0
12"
i:156.2











ATTACHMENT B

AGREEMENT TO IMPLEMENT MITIGATION MONITORING AND REPORTING PROGRAM

Record No.: 2021-012028ENV
Project Title: Stonestown Development Project
Project Sponsor: Christie Donnelly, Brookfield Properties
Lead Agency: San Francisco Planning Department
Staff Contact: Josh Pollak – 628.652.7493
CPC.Stonestown@sfgov.org

The table below indicates when compliance with each mitigation measure must occur. Some mitigation measures span multiple phases. Substantive descriptions of each mitigation measure's requirements are provided on the following pages in the Mitigation Monitoring and Reporting Program.

Adopted Mitigation Measure	Period of Compliance			Compliance with MM Completed?
	Prior to the Start of Construction*	During Construction**	Post-construction or Operational	
Mitigation Measure M-CR-1: Documentation of Historic Resources	X	X	X	
Mitigation Measure M-CR-1b: Salvage Plan	X	X		
Mitigation Measure M-CR-1c: Public Interpretive Program	X		X	
Mitigation Measure M-TR-1: Construction Coordination Plan	X	X		
Mitigation Measure M-TR-4a: Reduce Project Vehicle Trips	X	X	X	
Mitigation Measure M-TR-4b: Transit Travel Time Reduction Measure	X	X		
Mitigation Measure M-C-TR-3: Signal Coordination along 19th Avenue	X	X	X	
Mitigation Measure M-TR-6: Driveway and Loading Operations Plan (DLOP)	X		X	
Mitigation Measure M-NO-1: Construction Noise Control	X	X		
Mitigation Measure M-NO-4: Noise Analysis and Attenuation	X			
Mitigation Measure M-NO-5: Noise Limits for Outdoor Amplified Sound			X	
Mitigation Measure M-AQ-1a: Clean Off-Road Construction Equipment	X	X		

Adopted Mitigation Measure	Period of Compliance			Compliance with MM Completed?
	Prior to the Start of Construction*	During Construction**	Post-construction or Operational	
Mitigation Measure M-AQ-1b: Super-compliant VOC Architectural Coatings during Construction		X		
Mitigation Measure M-AQ-1c: Clean On-Road Construction Trucks		X		
Mitigation Measure M-AQ-1d: Super-Compliant VOC Architectural Coatings during Operation			X	
Mitigation Measure M-AQ-1e: Best Available Emissions Controls for Stationary Emergency Generators	X		X	
Mitigation Measure M-AQ-1f: Promote Use of Green Consumer Products			X	
Mitigation Measure M-AQ-1g: Operational Truck Emissions Reduction			X	
Mitigation Measure M-AQ-1h: Electric Vehicle Charging Infrastructure			X	
Mitigation Measure M-AQ-1i: Electric Landscaping Equipment			X	
Mitigation Measure M-AQ-1j: Offset Remaining ROG Emissions		X	X	
Mitigation Measure M-WI-1a: Wind Safety Plan	X	X	X	
Mitigation Measure M-WI-1b: Wind Impact Analysis and Mitigation for Buildings Taller than 85 Feet	X			
Mitigation Measure M-WI-1c: Maintenance Plan for Landscaping on or off the Project Site and Wind Baffling Measures in the Public Right-of-Way	X	X	X	
Mitigation Measure M-WI-1d: Maintenance Plan for Landscaping on the Project Site and Wind Baffling Measures in Private Rights-of-Way	X	X	X	
Mitigation Measure M-CR-2: Archeological Monitoring	X	X	X	
Mitigation Measure M-GE-6: Inadvertent Discovery of Paleontological Resources during Construction	X	X	X	

* Prior to any ground disturbing activities at the project site.

** Construction is broadly defined to include any physical activities associated with construction of a development project including, but not limited to site preparation, clearing, demolition, excavation, shoring, foundation installation, and building construction.

X I agree to implement the attached mitigation measure(s) as a condition of project approval.


 Property Owner or Legal Agent Signature
His Authorized Signatory

4/18/24
 Date

Note to sponsor: Please contact CPC.EnvironmentalMonitoring@sfgov.org to begin the environmental monitoring process.

ATTACHMENT B

MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	MONITORING AND REPORTING PROGRAM ¹			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
EIR MITIGATION MEASURES AGREED TO BY PROJECT SPONSOR				
SECTION 3.A, HISTORIC ARCHITECTURAL RESOURCES				
Mitigation Measure M-CR-1a: Documentation of Historic Resources. Prior to issuance of demolition permits for the historic resource, the project sponsor shall undertake Historic American Buildings Survey/Historic American Landscapes Survey/Historic American Engineering Record-like (HABS/HALS/HAER-like) documentation of the historic resource's features. The documentation shall be undertaken by a professional who meets the Secretary of the Interior's Professional Qualifications Standards for Architectural History, History, or Architecture (as appropriate) to prepare written and photographic documentation of the UA Stonestown Twin Theater. The specific scope of the documentation shall be reviewed and approved by the planning department, but shall include the following elements: <i>Measured Drawings</i> – A set of measured drawings shall be prepared that depict the existing size, scale, and dimension of the historic resource. Planning department staff will accept the original architectural drawings or an as-built set of architectural drawings (e.g., plans, sections, elevations). Planning department staff will assist the consultant in determining the appropriate level of measured drawings. <i>HABS/HALS/HAER-like Photographs</i> – Either HABS/HALS/HAER standard large-format or digital photography shall be used. The scope of the digital photographs shall be reviewed by planning department 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/HALS/HAER photography. Photograph views for the data set shall include contextual views; views of all sides of the resource; oblique views of the resource; and detailed	Project sponsor in consultation with a professional who meets the Secretary of the Interior's Professional Qualification Standards	Prior to issuance of the demolition permit for the UA Stonestown Twin Theater historic resource	Planning Department Preservation Staff	Considered complete upon approval of the documentation and transmittal to repositories

Adopted Mitigation Measures	MONITORING AND REPORTING PROGRAM ¹			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
views of character-defining features including certain interior spaces. 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. Historical photographs shall also be collected, reproduced, and included in the data set. ▪ <i>Written Historical and Descriptive Data</i> – A written historical narrative and report shall be prepared in accordance with the HABS/HALS/HAER Historical Report Guidelines. The report shall follow an outline format that begins with a statement of significance supported by the development of the architectural/engineering and historical context in which the historic resource was constructed. The report shall also include a physical description and bibliographic information. ▪ <i>Video Recordation</i> – Video recordation shall be undertaken before demolition or site permits are issued for the historic resource. The project sponsor shall undertake video documentation of the affected historic 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 detailed information—using visuals in combination with narration—about the materials, construction methods, current condition, historic use, and historic context of the historic resource. ▪ <i>Softcover Book</i> – A print-on-demand softcover book shall be produced that includes the content from previous historical reports, historical photographs, documentation 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 the above documentation to the History Room of the San Francisco Public Library, San Francisco Architectural Heritage, California Historical Society, the planning department, the Northwest Information Center, nearby neighborhood or community group repositories that request copies, and no more than two additional repositories as directed by the planning department. The documentation scope will determine the requested documentation type for each				

Adopted Mitigation Measures	MONITORING AND REPORTING PROGRAM ^a			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
facility, and the project sponsor will conduct outreach to identify other interested groups. Drafts of all documentation will be reviewed and approved by the planning department's staff before any demolition permit is granted for the affected historic resource.				
Mitigation Measure M-CR-1b: Salvage Plan. The project sponsor shall make a good faith effort to salvage character-defining features or materials of historical interest to be utilized as part of the interpretative program or to be donated to community or art groups. A salvage plan, which may include materials of historical interest if community or arts groups expressed an interest in such items and commit to relocating them at their own expense, will be reviewed and approved by the planning department's staff before any removal of character-defining features. Planning department preservation staff will coordinate with the project sponsor on implementation of the salvage plan and the project sponsor will provide documentation of the completion of the salvage plan prior to issuance of occupancy permits.	Project sponsor in consultation with planning staff and a qualified architectural historian or historic architect who meets the Secretary of the Interior's Professional Qualification Standards	Prior to removal of character-defining features of/from the UA Stonestown Twin Theater, approval of the salvage plan; prior to issuance of a Final Certificate of Occupancy for completion of the salvage program	Planning Department Preservation Staff	Considered complete upon approval by planning department preservation staff that the salvage plan was implemented by the project sponsor
Mitigation Measure M-CR-1c: Public Interpretive Program. The project sponsor shall facilitate the development of an interpretive program focused on the history of the project site, including an overview of the site history and Native American land acknowledgement, and its identified historic resource. The interpretive program should be developed and implemented by a qualified preservation professional with demonstrated experience in displaying information and graphics to the public in a visually interesting manner. The primary goal of the interpretive program is to educate the public about the historic resource and lost character defining features within broader historical, social, and physical landscape contexts. This interpretive plan shall be subject to review and approval by planning department staff. The proposal shall include the proposed format and the publicly accessible location of the interpretive content, as well as high-quality graphics and written narratives. The proposal prepared by the qualified consultant describing the general parameters of the interpretive program shall be approved by planning department staff prior to issuance of demolition permits for the historic resource. The detailed content, media, and other characteristics of such an interpretive program including installation and	Project sponsor in coordination with an architectural historian or historian who meets the Secretary of the Interior's Professional Qualification Standards	Prior to approval of the demolition permit for the interpretive program proposal and prior to issuance of a Final Certificate of Occupancy for detailed interpretive program, as it applies to the demolition of the UA Stonestown Twin Theater.	Planning Department Preservation Staff	Considered complete when the project sponsor provides documentation of installed interpretive program to planning department preservation staff

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Adopted Mitigation Measures	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
maintenance schedules for all interpretative components shall be approved by planning department staff prior to issuance of a Final Certificate of Occupancy for the building to be constructed at the location of the historic resource and/or immediately adjacent public open space. The interpretative program shall include but not be limited to the installation of permanent on-site interpretive displays in publicly accessible locations, including the exterior of a building. Historical and current photographs, including some of the photographs required by the Documentation of Historic Resources Mitigation Measure, may be used to illustrate the site's history. Features salvaged from the theater as part of the salvage plan should be considered in the design of the interpretative program.				
SECTION 3.B, TRANSPORTATION AND CIRCULATION				
Mitigation Measure M-TR-1: Construction Coordination Plan. The project sponsor shall prepare a construction coordination plan (plan or plans) for each construction phase or subphase, including to address proposed project or construction activities that result in excavation or temporary occupancy on public or private streets located within the project site as shown in Figure 3.B-9 in the Stonestown Development Project EIR, including 20th Avenue, Buckingham Way, and Streets A through C. The plan(s) shall show potential conflicts with adjacent construction activities, previously approved phased Street Improvement Plans (SIPs), existing City utilities and connections (sewer, water, electrical, fiber, etc.), easements, and pedestrian, bicycle, vehicular, or transit access and circulation to and from the public street network and shall demonstrate how such conflicts will be minimized. The project sponsor shall submit an initial overall draft plan to the planning department for review and approval by public works in consultation with SFMTA, SFPUC, and any other applicable City agency by no later than the first submittal of the first phased Street Improvement Plans (SIP). The project sponsor shall submit an updated draft plan with the first submittal of each subsequent phased SIP that reflects the as-built or current condition of the previous phase(s) and the planned coordination with future phase(s). The project sponsor shall implement the approved plans and update as necessary.	Project Sponsor/Contractors	Submit prior to each phased Street Improvement Plan (SIP) and updated as necessary during construction	Public Works and Planning Department in consultation with SFMTA, SFPUC, and any other affected City agency	Considered complete upon implementation of the construction coordination plan for all construction phases

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Adopted Mitigation Measures	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
Each plan shall address the requirements of construction within the public right-of-way in the following sections of the SFMTA Regulations for Working in San Francisco Streets (Blue Book) and public works code and other applicable city regulations, including but not limited to: • Blue Book section 3: Traffic Lane Closure Requirements • Blue Book section 5: Sidewalk Closures • Blue Book section 7: Transit Operations • Blue Book section 9: Bicycle Routes • Public Works Code section 2.4.20(b): Contractor Parking Plans • Public Works Code section 724: Temporary Occupancy of Street • Public Works Subdivision Code • Public Works Subdivision Regulations Each plan shall also address how the proposed construction activities within the project site will be coordinated with construction activities within Caltrans' right-of-way.				
Mitigation Measures M-TR-4a Reduce Project Vehicle Trips. The project sponsor shall be responsible for implementing transportation demand management (TDM) measures in a City-approved TDM Plan to limit the number of project-generated vehicle trips to a maximum of 90 percent of the EIR-estimated values of the sum of the phases of project development in the weekday p.m. peak hour (performance standard). Monitoring and Reporting Plan. The project sponsor shall retain a qualified transportation consultant approved by the San Francisco Municipal Transportation Agency (SFMTA) or the planning department to begin monitoring vehicle trips in accordance with the approved monitoring and reporting plan. The monitoring shall include counts of the number of vehicles entering and exiting the project site on internal streets at the site boundaries on 19th Street/Winston Drive, 19th Avenue/Street A, 20th Avenue/Eucalyptus Drive, Winston Drive/Buckingham Way, and 20th Avenue/Winston Drive. The counts shall be consistent with the data collection period (e.g., days of week, time of day, months of the year) documented in Appendix C.1 of the EIR. The counts will subtract the baseline (no-project) vehicle trip estimate documented in Appendix C.1 of the EIR to establish the	Project sponsor (including qualified transportation consultant retained by project sponsor)	Annual monitoring, beginning no later than overlap of Phase 1 operations with construction of phase 3, or at such phase as indicated by the recalculation under Mitigation Measure M-AQ-1; Other TDM plan compliance reports are required per the	Planning department, in consultation with the SFMTA	Monitoring is complete when three consecutive monitoring reports show that the fully built project meets the performance standard or when the project's development agreement expires, whichever is earlier; Other TDM plan compliance reports are considered complete per the

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Adopted Mitigation Measures	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
project vehicle trip operational (i.e., not construction-related) contribution to the counts. The project sponsor shall begin monitoring when Phase 1 operations overlaps with Phase 3, or at such phase as indicated by the recalculation under Mitigation Measure M-AQ-1j that this performance standard is needed for air quality reductions. The project sponsor shall submit a monitoring and reporting plan to the planning department and SFMTA for review within 30 days of the monitoring, or with TDM Plan monitoring and reporting in a manner consistent with the planning commission's TDM program standards. Thereafter, annual monitoring and reporting plans shall be submitted (referred to as "reporting periods") until three consecutive reporting periods show that the fully built project (i.e., after six phases of the project have been fully constructed) meets the performance standard, or until expiration of the project's development agreement, whichever is earlier. <i>Adjustments.</i> If the planning department finds that two consecutive reporting periods demonstrate that the project fails to meet the stated performance standard, the project sponsor shall select and implement additional TDM measures to reduce the number of project-generated vehicle trips to meet the performance standard. These measures could include expansion of measures already included in the project's TDM Plan, other measures identified in the planning commission's TDM program standards Appendix A (as such appendix may be amended by the planning department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the project sponsor's discretion, other measures not included in the planning commission's TDM program standards Appendix A that the planning department and project sponsor agree are likely to reduce peak period driving trips. If additional TDM measures are required because the project fails to meet the stated performance standard for any development phase for two consecutive report periods, the project sponsor shall have 30 months to implement such measures and demonstrate through monitoring a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the project sponsor shall submit to the planning department and SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that		Planning Commission's TDM Program Standards		Planning Commission's TDM Program Standards

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	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
would be implemented by the project sponsor, along with annual monitoring of the project generated vehicle trips to demonstrate their effectiveness in meeting the performance standard until the term of the TDM Plan ends as set forth below. Project sponsor shall have the right to request and pay for a transportation study by a qualified transportation consultant approved by SFMTA or the planning department to confirm the requested measures are effective to achieve the performance standard. The monitoring and reporting plan may be modified by the planning department in consultation with SFMTA to account for transit route or transportation network changes, or major changes to the development program. The modification of the monitoring and reporting plan, however, shall not change the performance standard set forth in this mitigation measure. <i>Term.</i> The monitoring and reporting plan shall be terminated upon the earlier of (i) expiration of the project's development agreement, or (ii) three consecutive reporting periods showing that the fully built project has met the performance standard. However, the project sponsor shall continue to be subject to compliance reporting in a manner consistent the planning commission's TDM program standards.				
Mitigation Measure M-TR-4b: Transit Travel Time Reduction Measure. The project sponsor shall coordinate and fund traffic signal coordination with San Francisco Municipal Transportation Agency (SFMTA) to address potential northbound transit delay along 20th Avenue between Eucalyptus Drive and Buckingham Way (S). The project sponsor, in coordination with SFMTA shall be responsible for implementation as outlined in the Transportation Exhibit of the Development Agreement.	SFMTA	During construction of 20th Avenue between Eucalyptus Drive and Buckingham Way (S)	SFMTA	Considered complete upon implementation of traffic signal coordination
Mitigation Measure M-TR-6: Develop a Driveway and Loading Operations Plan (DLOP). The project sponsor shall prepare and submit a DLOP to the planning department in accordance with this Mitigation Measure M-TR-6, and any guidelines issued by the department pursuant to planning code section 155(u)(DLOP code section for certain development projects) ("Guidelines") in consultation with the San Francisco Municipal Transportation Agency (SFMTA). In the event of a conflict between the requirements of this Mitigation Measure M-TR-6 and the Guidelines, the requirements of this Mitigation Measure shall control. The purpose of the DLOP	Project sponsor	Prior to the site or building permit for each building or phase or subphase of project construction	Planning department, in consultation with SFMTA	Upon planning department approval of DLOP; Monitoring is considered complete per the planning'

Adopted Mitigation Measures	MONITORING AND REPORTING PROGRAM ¹			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
is to reduce potential conflicts between driveway and loading operations, including passenger and freight loading activities, and pedestrians, bicycles, and vehicles, to maximize reliance of on-site loading spaces to accommodate new loading demand, and to ensure that off-site loading activity is considered in the design of the project's new building. Potential conflicts refer to the potential intersection of project-generated vehicle movements with movements of other private street or public right-of-way users in locations like sidewalks, bicycle facilities, transit-only lanes, and mixed-flow travel lanes. The DLOP shall require details requiring the location, quantity, dimensions, and access for off-street and on-street loading facilities and shall prevent vehicle queues. Vehicle queue refers to one or more vehicles waiting to access the project's off-street facility and blocking any portion of any private street or public right-of-way during project operations for: 1. A combined 2 minutes during the peak consecutive 60 minutes or a combined 15 minutes between the hours of 6 a.m. and 10 p.m.; and 2. For at least three 24-hour periods in any consecutive seven-day period. The DLOP shall be developed incrementally, with a stand-alone plan developed and approved for each building or phase or subphase of project construction. A project phase may not begin construction until its DLOP has received Planning approval. The DLOP may also include, but not limited to, the following measures to reduce potential conflicts: • Locating Loading Facilities Away from Transit Lines: Locate loading entrances away from internal circulation streets that include Muni bus routes, where feasible, including; 20th Avenue, Winston Drive, Buckingham Way (southern segment between Winston Drive and 20th Avenue). Locate entrances to parcels E1, E3, E4 along side streets rather than along 20th Avenue, or design driveway or loading dock entrance with sufficient storage for vehicles to exit the roadway, to store outside of any bike facilities, and to avoid blocking sidewalks. • Designing and Managing Trash/Recycling/Compost Collection: Meet with the appropriate representative from Recology (or other firm) to determine the location and type of trash/recycling/compost bins, frequency of collections,				department's DLOP guidelines

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	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
and procedures for collection activities, including the location of Recology trucks during collection and indicate such room(s) for each building on the building plans. Identify procedures for collection such that the collection bins are not placed within any sidewalk, bicycle facility, parking lane, or travel lane adjacent to the project site at any time. ▪ Managing the Loading Docks: Maintain accurate truck logs to document the time and duration of truck activities. 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). For institutional, retail, and office uses on site, employ attendant(s) for the applicable parking garage and/or loading dock. The attendant would typically be stationed at the applicable driveway to direct vehicles entering and exiting the building and to avoid any safety-related conflicts on the sidewalk during a.m. and p.m. peak periods of traffic and pedestrian activity, with extended hours as dictated by traffic and pedestrian conditions and by activity in the garage and loading dock. ▪ Installing Audible and/or Visual Warning Devices: Install audible and/or visible warning devices where the off-street facility interfaces with a private street or public right-of-way to alert other private street or public right-of-way users of vehicles entering or exiting the off-street facility. ▪ Allowing for Unassisted Delivery Systems: Design loading dock 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 receive site is not in operation. Examples could 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. The DLOP shall be implemented by the project sponsor in accordance with any guidelines issued by the department pursuant to planning code section 155(u).				

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Adopted Mitigation Measures	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
Mitigation Measure M-C-TR-3: Signal Coordination along 19th Avenue. The project sponsor or vertical developer shall pay a fair-share contribution for SFMTA to design and install up to two additional closed-circuit televisions (CCTVs) along Muni routes 28 and 28R southbound at the 19th Avenue/Winston Drive and 19th Avenue/Sloat Boulevard intersections, subject to approval by SFMTA staff. If approved for installation, the project fair-share contribution shall be 17 percent, which is \$6,800 in 2022 dollars, of the total cost [with the San Francisco Area consumer price index (CPI) escalation]. The cost of the CCTVs is \$40,000 (in 2022 dollars; cost shall be escalated using CPI to year of payment).	SFMTA and Project Sponsor or vertical developer.	Payment shall be rendered after the program's implementation by SFMTA.	SFMTA	Considered complete upon (1) payment to SFMTA for program implementation OR (2) SFMTA decision to not implement CCTV program or (3) 20 years after the certification of the EIR if no decision is made by SFMTA regarding the program.
SECTION 3.C, NOISE AND VIBRATION				
Mitigation Measure M-NO-1: Construction Noise Control. The project sponsor shall submit a project-specific construction noise control plan to the environmental review officer (ERO) for approval prior to issuance of any demolition or building permit. The construction noise control plan shall be prepared by a qualified acoustical engineer, with input from the construction contractor, and include measures to reduce construction noise with the target to meet performance standards of 90 dBA 1-hour L_{eq}, 10 dBA above the ambient noise level, nor an interior level of 45 dBA during nighttime hours at noise sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels, and motels). The project sponsor shall ensure that requirements of the construction noise control plan are included in contract specifications. The construction noise control plan shall include specific measures to reduce nighttime construction noise. The construction noise control plan shall include the following measures to the degree feasible, or other equally effective measures, to reduce construction noise levels:	Project sponsor/qualified acoustical consultant/construction contractor	Prior to issuance of any demolition or building permit	Planning department	Considered complete after receipt of noise monitoring reports and completion of construction activities

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Adopted Mitigation Measures	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
• Use “quiet” models of air compressors and other stationary equipment where such technology exists; • Use construction equipment with lower noise emission ratings to the extent feasible, particularly for air compressors; • Prohibit the idling of inactive construction equipment for more than 5 minutes; • Muffle and maintain all equipment used on site. All internal combustion engine driven equipment shall be fitted with mufflers that are in good working condition; • Position stationary noise sources, such as temporary generators and pumps, as far from nearby receptors to the extent feasible, within temporary enclosures and shielded by barriers (which could reduce construction noise by as much as 5 dB) or other measures, to the extent feasible; • Avoid placing stationary noise-generating equipment (e.g., generators, compressors) within noise-sensitive buffer areas (as determined by the acoustical consultant) immediately adjacent to neighbors; • Enclose or shield stationary noise sources from neighboring noise-sensitive properties with noise barriers to the extent feasible. To further reduce noise, locate stationary equipment in pit areas or excavated areas, if feasible; • Install temporary barriers, barrier-backed sound curtains, and/or acoustical panels around working powered impact equipment and, if necessary, around the construction area perimeter. When temporary barrier units are joined together, the mating surfaces shall be flush with each other. Gaps between barrier units, and between the bottom edge of the barrier panels and the ground, shall be closed with material that completely closes the gaps, and dense enough to attenuate noise; • Impact tools (e.g., jack hammers, pavement breakers, rock drills) used for project construction shall be “quiet” gasoline-powered compressors or electrically powered compressors, and electric rather than gasoline- or diesel-powered engines shall be used to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used,				

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	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
which could achieve a reduction of 5 dBA. Quieter equipment shall be used when feasible, such as drills rather than impact equipment; The construction noise control plan shall include specific measures to reduce nighttime construction noise. In addition, the construction noise control plan shall include the following measures for notifying the public of construction activities, complaint procedures, and monitoring of construction noise levels: • Designate a construction manager; • Notify neighboring noise-sensitive receptors within 300 feet of the project construction area at least 30 days in advance of high-intensity noise-generating or nighttime noise activities (i.e., activities that may generate noise levels greater than 90 dBA at noise sensitive receptors) about the estimated duration of the activity; • Post a sign on-site describing noise complaint procedures and a complaint hotline number that shall always be answered during construction; • Implement a procedure for notifying the planning department of any noise complaints within one week of receiving a complaint; • Develop a list of measures for responding to and tracking complaints pertaining to construction noise; such measures may include the evaluation and implementation of additional noise controls at sensitive receptors; and • Conduct noise monitoring (measurements) at the beginning of major construction phases (e.g., demolition, grading, excavation), during high-intensity construction activities, and during nighttime construction to determine the effectiveness of noise attenuation measures and, if necessary, implement additional noise control measures. Selection of the monitoring locations shall be coordinated between the planning department, construction contractor and, if warranted, affected residential property owners. The program shall be set up to alert the construction manager or other designated person(s) when noise levels exceed allowable limits (10 dBA above established ambient levels). If noise levels are found to exceed applicable noise limits due to construction-related activities, corrective action shall be taken, such as moving specific construction activities if feasible, fixing faulty or poorly operating equipment, and installing portable barriers.				

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	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
Mitigation Measure M-NO-4: Noise Analysis and Attenuation. Prior to approval of the first building permit, the project sponsor shall submit documentation to the Environmental Review Officer (ERO), demonstrating with reasonable certainty that the proposed approach to the construction of the various building types fixed mechanical equipment (such as heating, ventilation and air conditioning [HVAC] equipment) meets the noise limits specified in section 2909 of the noise ordinance (i.e., a 5 dB increase above the ambient noise level at the property plane for noise from residential uses or an 8 dB increase above the ambient noise level at the property plane for noise from commercial or industrial uses; and interior noise limits of 55 dBA and 45 dBA for daytime and nighttime hours inside any sleeping or living room in a nearby dwelling unit on a residential property assuming windows open, respectively). Acoustical treatments required to meet the noise ordinance may include but are not limited to: • Enclosing noise-generating mechanical equipment; • Installing relatively quiet models of air handlers, exhaust fans, and other mechanical equipment; • Using mufflers or silencers on equipment exhaust fans; • Orienting or shielding equipment to protect noise sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat) to the greatest extent feasible; • Increasing the distance between noise-generating equipment and noise-sensitive receptors; and/or • Placing barriers around the equipment to facilitate the attenuation of noise. <i>Emergency Generators.</i> Prior to approval of the first building permit, the property owner shall submit documentation to the ERO, demonstrating with reasonable certainty that project generator(s) do not exceed 75 dBA at the property plane or generator(s) meet the interior noise limits of noise ordinance section 2909(d) (55 dBA and 45 dBA for daytime and nighttime hours assuming windows open, respectively). Acoustical treatments may include, but are not limited to: • Enclosing generator(s);	Project sponsor Qualified acoustical engineer or engineering consultant	Prior to the issuance of the first building permit (submittal of documentation of proposed compliance for various building types)	Planning department	Considered complete upon approval of documentation
	Property owner and qualified engineer or engineering consultant	Prior to the approval of building permit	Planning department	Considered complete upon approval of documentation

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- Installing relatively quiet model generator(s); - Orienting or shielding generator(s) to protect noise-sensitive receptors (residences, hospitals, convalescent homes, schools, churches, hotels and motels, and sensitive wildlife habitat) to the greatest extent feasible; - Increasing the distance between generator(s) and noise-sensitive receptors; and/or - Placing barriers around generator(s) to facilitate the attenuation of noise. In addition, all project generator(s) shall be tested only between the hours of 7 a.m. and 8 p.m.	Property owner	During operation for emergency generator testing	Planning department	Considered complete upon approval of documentation
Mitigation Measure M-NO-5: Noise Limits for Outdoor Amplified Sound. - The special-event sponsor shall comply with noise controls and restrictions in the amplified sound event permit. - Speaker systems shall be directed away from the nearest residences to the degree feasible. - Amplified sound equipment use shall be restricted to the hours between 9 a.m. and 10 p.m., unless an amplified sound permit is received from the Entertainment Commission that would outline a different operation window. - Outdoor speaker systems shall be operated such that amplified event noise levels do not exceed 80 dBA at a distance of 100 feet from the equipment or as otherwise required by the permit. - The special-event sponsor shall notify residents within 300 feet of the project site in advance of each special event. The notice shall include the phone number of a contact for noise complaints. - The special-event sponsor shall have a contact person available to respond to noise complaints, monitor noise levels to confirm compliance with permit requirements, and adjust noise levels (if needed).	Special-event sponsor	During operation/ amplified sound events	Entertainment Commission	Ongoing

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Adopted Mitigation Measures	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
SECTION 3.D, AIR QUALITY				
Mitigation Measure M-AQ-1a: Clean Off-Road Construction Equipment. The project sponsor shall comply with the following: 1. <i>Engine Requirements.</i> All off-road equipment greater than 25 horsepower and operating for more than 20 total hours over the duration of construction shall meet the following requirements: a. All portable engines, such as generators, shall be electric. If grid electricity is not available, propane or natural gas generators shall be used if feasible. b. Electric engines shall be used for all equipment that is readily available as plug-in or battery-electric equipment, to the maximum extent feasible during each construction phase and activity. Portable equipment shall be powered by grid electricity if available. Electric equipment may include, but is not limited to, concrete/industrial saws, sweepers/scrubbers, aerial lifts, welders, air compressors, fixed cranes, forklifts, and cement and mortar mixers, pressure washers, and pumps. c. Engines that cannot be electrically powered must meet or exceed either U.S. Environmental Protection Agency or California Air Resources Board (air board) Tier 4 Final off-road emission standards, except as provided for below. Exceptions to the requirement for engines that meet Tier 4 Final emission standards shall include only select pieces of specialty equipment, such as those specified below, for which such engines may not be available at the start of a construction phase requiring that equipment. Exceptions may be granted for certain pieces of equipment; examples include bore/drill rigs required for grading/shoring/excavation and for cranes required for building construction. To qualify for an exception, the Project sponsor shall provide the Environmental Review Officer (ERO) with evidence supporting its conclusion that equipment meeting Tier 4 standards is not commercially available and shall use the next cleanest piece of off-road equipment. d. Engines shall be fueled with alternative fuels, including natural gas, propane, hydrogen fuel cell, and electricity, as commercially available and to the maximum extent feasible during each construction phase and activity.	Project sponsor and contractor	Prior to the start of each construction phase or subphase, project sponsor to submit: 1. Construction emissions minimization plan for review and approval, and 2. Signed certification statement	Planning department	Considered complete upon planning department review and acceptance of construction emissions minimization plan, implementation of the plan, and submittal of final report summarizing use of construction equipment pursuant to the plan

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	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
e. Any other best technology available in the future may be included in the construction emissions minimization plan as substitutions for the above items a–d, provided that the project sponsor submits documentation to the planning department demonstrating that (1) the technology would result in comparable reactive organic gases (ROG) and diesel particulate matter (DPM) emissions reductions and (2) it would not increase other pollutant emissions or exacerbate other impacts, such as noise. This may include new alternative fuels or engine technology for off-road equipment (such as electric or hydrogen fuel cell equipment) that is not available as of 2022. f. The project sponsor shall require the idling time for off-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 equipment. Documentation shall be provided to equipment operators in multiple languages (e.g., English, Spanish, Chinese) to remind operators of the 2-minute idling limit. If the majority of the project sponsor’s construction staff speak a language other than these, then the documentation shall be provided in that language as well. g. The project sponsor shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications. 2. <i>Waivers.</i> The ERO may waive the electric engine requirement of above items 1.a and 1.b if electric power is limited or infeasible at the project site. If the ERO grants the waiver, the contractor must submit documentation that the equipment used for onsite power generation meets the requirements of items 1.c and 1.d. a. The ERO may waive the equipment requirements of item 1.c if: (1) the contractor does not have the required type of equipment within its current available inventory or has ordered such equipment at least 60 days in advance and has made a good faith effort to lease or rent such equipment but it is not available; (2) a particular piece of Tier 4 final off-road equipment is technically or financially infeasible; (3) the equipment would not produce desired emissions reduction due to expected operating modes; or (4) there is a compelling emergency need to use off-road equipment that is not Tier 4 Final compliant. If the ERO grants the waiver, the contractor must use the	Project sponsor/ contractor and environmental review officer	If a waiver is requested	Environmental review officer (ERO)	Considered complete upon ERO granting of the waiver

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Adopted Mitigation Measures	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
next cleanest piece of off-road equipment that is commercially available, or another alternative that results in comparable reductions of ROG and DPM emissions. b. The ERO may waive the alternative fuel requirements of item 1.d if alternative fuels are not commercially available or the use of alternative fuels would negatively affect construction performance, void equipment warranties, or would result in additional ROG or DPM emissions compared to traditional fuels. For purposes of this mitigation measure, "not commercially available" is defined as either: (1) not being used for other large-scale construction projects in the Bay Area occurring at the same time; (2) cannot be obtained without significant delays to critical-path timing of construction; or (3) not available within the larger Bay Area region. The project sponsor must provide sufficient documentation to the ERO when seeking any waiver described above. 3. <i>Construction Emissions Minimization Plan.</i> Before starting onsite construction activities, the project sponsor shall submit a Construction Emissions Minimization Plan (Plan) to the ERO for review and approval. The Plan shall state, in reasonable detail, how the contractor will meet the requirements of item 1. a. The 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. The description may include but is not limited to equipment type, equipment manufacturer, equipment identification number, engine model year, engine certification (Tier rating), horsepower, engine serial number, expected fuel type (e.g., diesel, gasoline, electric, propane, natural gas), and hours of operation. b. The project sponsor shall make the Plan available to the public for review onsite during working hours. The contractor shall post a notice summarizing the Plan. The notice shall also state that the public may ask to inspect the Plan for the project at any time during working hours and shall explain how to request to inspect the Plan. The project sponsor shall post at least one copy of the sign in a visible location on each side of the construction site facing a public right-of-way.				

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	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
4. Reporting. After start of construction activities, the project sponsor shall submit annual reports to the ERO documenting compliance with the Plan. Within six months of the completion of construction activities, the project sponsor shall submit to the ERO a final report summarizing construction activities, including the start and end dates and duration of each construction phase, and the specific information required in the Plan. The annual reports shall also include documentation supporting the use of waivers if the engine requirements of items 1.a, 1.b, 1.c, and/or 1.d cannot be met.	Project sponsor/ contractor(s)	Annually	Project sponsor to submit reports to the environmental review officer annually	Considered complete upon findings by the ERO that the Plan is being/has been implemented
5. Certification Statement and Onsite Requirements. Prior to commencing construction activities, the project sponsor shall certify that all applicable requirements of the Plan have been incorporated into contract specifications.	Project sponsor/ contractor(s)	Prior to each construction phase or subphase, project sponsor to submit signed certification statement	Planning department	Considered complete upon planning department review and acceptance of signed certification statement
Mitigation Measure AQ-1b: Super-Compliant VOC Architectural Coatings during Construction. The project sponsor shall use “super-compliant” volatile organic compound (VOC) architectural coatings during construction for all interior and exterior spaces and shall include this requirement on plans submitted for review to the planning department. The project sponsor shall submit a signed certification statement that this requirement has been incorporated into contract specifications. “Super-Compliant” refers to paints that meet the more stringent regulatory limits in South Coast Air Quality Management District rule 1113, which requires a limit of 10 grams VOC per liter (http://www.aqmd.gov/home/regulations/compliance/architectural-coatings/super-compliant-coatings).	Project sponsor and contractor	Prior to start of overall construction, project sponsor to submit signed certification statement	Planning department	Considered complete upon planning department review and acceptance of signed certification statement

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Mitigation Measure M-AQ-1c: Clean On-Road Construction Trucks. The project sponsor shall comply with the following for all phases of construction: 1. <i>Engine Requirements.</i> a. All on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used at the project site (such as haul trucks, water trucks, dump trucks, concrete trucks, and vendor trucks) shall be model year 2018 or newer. b. Use alternative fuels as commercially available, such as natural gas, propane, hydrogen fuel cell, and electric vehicles or other fuels where evidence suggests that ROG emissions would be reduced compared to conventional diesel fuel. c. Any other best technology available in the future (i.e., not available as of 2022) may be used in lieu of or in addition to the above items 1.a and 1.b, provided that the project sponsor submits documentation to the ERO demonstrating that (1) the technology would result in comparable ROG emissions reductions and (2) that such measures would not increase other pollutant emissions or result in other impacts, such as noise. This may include new alternative fuels for on-road trucks. d. Require the idling time for on-road vehicles be limited to no more than 2 minutes, except as provided in exceptions to the applicable state regulations regarding idling for on-road vehicles. Documentation shall be provided to truck drivers in multiple languages (e.g., English, Spanish, Chinese) to remind operators of the 2-minute idling limit. If the majority of the project sponsor's construction staff speak a language other than these, then the documentation shall be provided in that language as well. 2. <i>Waivers.</i> The ERO may waive the alternative fuel requirements of item 1.b if alternative fuels are not commercially available or the use of alternative fuels is not technologically feasible, would void truck warranties, or would result in additional ROG or DPM emissions compared to traditional fuels. For purposes of this mitigation measure, "not commercially available" shall be defined as: (1) not being used for other large-scale construction projects in the Bay Area occurring at the same time; (2) cannot be obtained without significant delays to	Project sponsor and contractor	Prior to each phase or subphase of construction project sponsor to submit: 1. Construction emissions minimization plan for review and approval, and 2. Signed certification statement	Planning department	Considered complete upon planning department review and acceptance of construction emissions minimization plan, implementation of the plan, and submittal of final report summarizing use of on-road trucks pursuant to the plan
	Project sponsor/contractor and ERO	If a waiver is requested	ERO	Considered complete upon ERO granting of the waiver

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	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
critical-path timing of construction; or (3) not available within the larger Bay Area region.				
3. <i>Construction Emissions Minimization Plan.</i> The Construction Emissions Minimization Plan (Plan), as described in Mitigation Measure M-AQ-1a item 3 above, shall include a description of each general category of on-road trucks required for every construction phase. The description shall also specify the engine model years and fuel type being used (e.g., diesel, electric, natural gas).				
4. <i>Reporting.</i> The report, as described in Mitigation Measure M-AQ-1a item 4, shall include documentation of compliance with the Plan regarding on-road trucks, in addition to off-road construction equipment. The report shall include documentation supporting the use of waivers if engine requirements under Item 1.a or 1.b cannot be met.	Project sponsor/ contractor(s)	Annual	Project sponsor to submit annual reports to the ERO	Considered complete upon findings by the ERO that the plan is being/has been implemented
5. <i>Certification Statement and Onsite Requirements.</i> The Certification Statement, as described in Mitigation Measure M-AQ-1a item 5 above, shall apply to all applicable requirements for on-road trucks.	Project sponsor/ contractor(s)	Prior to each construction phase or subphase, project sponsor to submit signed certification statement	Planning department	Considered complete upon planning department review and acceptance of signed certification statement
Mitigation Measure M-AQ-1d: Super-Compliant VOC Architectural Coatings during Operation. The project sponsor or vertical developer shall include in all building rules and/or building operation plans (as applicable, depending on the parcel) a requirement that all future interior and exterior spaces be repainted only with “super-compliant” VOC (i.e., ROG) architectural coatings beyond Bay Area Air Quality Management District (air district) requirements (i.e., Regulation 8, Rule 3: Architectural Coatings). “Super-compliant” coatings refer to paints that meet the more stringent regulatory limits in South Coast Air Quality Management District rule 1113, which requires a standard of 10 grams VOC per liter or less (http://www.aqmd.gov/home/regulations/compliance/architectural-coatings/super-compliant-coatings). The project sponsor or vertical developer	Project sponsor or vertical developer	Prior to issuance of any certificate of occupancy	Planning department	Considered complete upon planning department review and approval of sponsor documentation

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shall submit documentation to the ERO demonstrating compliance with this measure.				
Mitigation Measure M-AQ-1e: Best Available Emissions Controls for Stationary Emergency Generators. To reduce emissions of ROG and toxic air contaminants (TACs) associated with operation of the proposed project, the project applicant shall implement the following measures. These features shall be submitted to the ERO for review and approval, and shall be included on the project drawings submitted for the construction-related permit(s) or on other documentation submitted to the City prior to the issuance of any building permits: 1. Permanent stationary emergency generators installed on-site shall have engines that meet or exceed California Air Resources Board Tier 4 Off-Road Compression Ignition Engine Standards (California Code of Regulations Title 13, Section 2423). If the California Air Resources Board adopts future emissions standards that exceed the Tier 4 requirement, the emissions standards resulting in the lowest ROG and DPM emissions shall apply. 2. As non-diesel-fueled emergency generator technology becomes readily available and cost effective in the future, and subject to the review and approval of the City fire department for safety purposes, non-diesel-fueled generators shall be installed in new buildings, provided that alternative fuels used in generators, such as biodiesel, renewable diesel, natural gas, or other biofuels or other non-diesel emergency power systems, are demonstrated to reduce ROG and DPM emissions compared to diesel fuel. 3. For each new diesel backup generator permit submitted to air district for the proposed project, the project applicant shall submit the anticipated location and engine specifications to the planning department ERO for review and approval prior to issuance of a permit for the generator. 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 must 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 and shall provide this information for review to the planning department within three months of requesting such information.	Project sponsor and contractor	Prior to approval of any building permits authorizing construction or installation of stationary emergency generators, document backup diesel generator specifications on construction permit drawings or other document	Planning department	Considered complete upon planning department review and approval

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Mitigation Measure M-AQ-1f: Promote Use of Green Consumer Products. To reduce ROG emissions associated with the project, the project sponsor shall provide education for residential and commercial tenants concerning green consumer products. Prior to receipt of any certificate of occupancy, the project sponsor shall develop electronic correspondence to be distributed by email annually and upon any new lease signing to residential and/or commercial tenants of each building on the project site that encourages the purchase of consumer products that generate lower than typical VOC emissions. The correspondence shall encourage environmentally preferable purchasing.	Project sponsor	Prior to issuance of any certificate of occupancy	Planning department	Considered complete upon planning department review and approval
Mitigation Measure M-AQ-1g: Operational Truck Emissions Reduction. The project sponsor shall incorporate the following measures into the project design and construction contracts (as applicable) to reduce ROG emissions associated with operational trucks, along with the potential health risk caused by exposure to toxic air contaminants. These features shall be submitted to the planning department ERO for review and approval prior to the issuance of building permits and shall be included on the project drawings submitted for the construction-related permit or on other documentation submitted to the City. Emissions from project-related diesel trucks shall be reduced by implementing the following measures, if feasible: 1. Equip all truck delivery bays with electrical hook-ups for diesel trucks at loading docks to accommodate plug-in electric truck transport refrigeration units (TRUs) or auxiliary power units during project operations. 2. Provide a notice on the lease to all new tenants or owners of the project or any portion thereof requiring any truck-intensive uses on the site, such as large grocery stores or distribution facilities with their own fleet of trucks, to use TRUs and auxiliary power units that are electric plug-in capable and trucks that use advanced exhaust technology (e.g., hybrid) or alternative fuels. 3. Encourage the use of trucks equipped with diesel TRUs to meet U.S. Environmental Protection Agency Tier 4 emission standards. 4. Prohibit TRUs from operating at loading docks for more than thirty minutes, and post signs at each loading dock presenting this TRU limit.	Project sponsor	Prior to the issuance of any building permits for structures requiring any truck-intensive uses on site	Planning department	Considered complete upon planning department review

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	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
5. Prohibit trucks from idling for more than two minutes, and post “no idling” signs at the site entry point, at all loading locations, and throughout the project site.				
Mitigation Measure M-AQ-1h: Electric Vehicle Charging Infrastructure. Prior to the issuance of a certificate of occupancy for any project structure with parking, the project applicant shall demonstrate compliance with the 2022 California Green Building Standards (CALGreen Code) Tier 2 voluntary electric vehicle (EV) charging requirements or the mandatory requirements of the most recently adopted version of the City building code, whichever is more stringent. The installation of all EV charging equipment shall be included on the project drawings submitted for the construction-related permit(s) or on other documentation submitted to the City.	Project sponsor and/or vertical developer	Prior to issuance of any certificate of occupancy for buildings that provide parking	Planning department	Considered complete upon planning department review and approval
Mitigation Measure M-AQ-1i: Electric Landscaping Equipment. To reduce ROG emissions associated with the project, the project sponsor shall use only electric landscaping equipment. No landscaping equipment powered by gasoline, diesel, propane, or other fossil fuels shall be used. The project applicant shall incorporate this requirement into the project design and tenant contracts (as applicable).	Project sponsor	Prior to building occupancy	Planning department	Considered complete upon planning department review and approval of sponsor documentation demonstrating compliance
Mitigation Measure M-AQ-1j: Offset Remaining ROG Emissions. The project sponsor, with the oversight of the planning department, shall implement one or more of the following measures to achieve annual reductions or offsets of ROG emissions within the San Francisco Bay Area Air Basin equal to the amount required to reduce total project construction plus operational ROG emissions below 10 tons per year (54 pounds per day on average) after implementation of all other identified mitigation measures as approved through the documentation submitted to the planning department as stipulated in Mitigation Measures M-AQ-1a through M-AQ-1i and M-TR-4a. Based on Table 3.D-9 and Table 3.D-13 in the EIR Section 3.D, Air Quality, the required amount of ROG emission reductions in tons per year is as follows: 0.5 tons for the project and 0.0 tons for the variant in 2030; 2.8 tons for the project and 3.3 tons for the variant in 2031; 4.9 tons for the project	Project sponsor/contractor(s)	Prior to completion of Phase 1 buildout for the first year when project construction and operational ROG emissions are predicted to first exceed 10 tons per year and 54 lbs/day (2030),	Planning department	Considered complete upon planning department review and acceptance of documentation demonstrating a reduction in ROG emissions or ROG emissions offsets that reduce the project's ROG

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and 5.3 tons for the variant in 2032; and 4.9 tons for the project and 5.6 tons for the variant each year after full buildout. Alternatively, the project sponsor may submit documentation to the planning department demonstrating that the project has not exceeded the ROG emissions performance standard of 10 tons per year (or 54 pounds per day) for each year or that the required emissions offset is lower than that calculated herein. Such documentation would include a recalculation of the project's ROG emissions from all sources (including the emissions reductions achieved by the project or mitigation measures) using methods generally consistent with those used in the EIR. The following identifies potential mechanisms to offset ROG emissions that exceed the 10 tons per year performance standard. 1. <i>Directly fund or implement a specific offset project within the San Francisco Bay Area Air Basin.</i> Emission reduction projects shall occur in the following locations in order of priority to the extent available and feasible: (1) at the project site; (2) off-site within the neighborhood surrounding the project site; (3) within the city and county of San Francisco; and (4) within the San Francisco Bay Area Air Basin. Any offsite emission reduction projects are subject to approval by the City. Such projects could include strategies and control measures such as zero-emission trucks, upgrading locomotives with cleaner engines, replacing existing diesel stationary and standby engines with Tier 4 diesel or cleaner engines, or expanding or installing energy storage systems (e.g., batteries, fuel cells) to replace stationary sources of pollution. Prior to implementing the offset project, it must be approved by the planning department, as consistent with the requirements of this mitigation measure. 2. <i>Pay mitigation offset fees</i> to an independent third-party approved by the planning department. The mitigation offset fee, shall fund one or more emissions reduction projects within the San Francisco Bay Area Air Basin. Emission reduction projects shall occur in the following locations in order of priority to the extent available and feasible: (1) at the project site; (2) off-site within the neighborhood surrounding the project site; (3) within the city and county of San Francisco, and (4) within the San Francisco Bay Area Air Basin. The fee will be determined through consultation between the project sponsor and the entity and be based on the type of projects available at the time of the payment.		project sponsor to submit required documentation as specified in the mitigation measure		emissions to below 10 tons per year (54 lbs/day on average) for all construction phases and upon buildout of the project

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3. <i>Memorandum of Understanding.</i> When paying a mitigation offset fee under item 2, the project sponsor shall enter into a memorandum of understanding (MOU) with the entity or other binding agreement. The MOU or agreement shall include details regarding the funds to be paid, the administrative fee, and the timing of the emissions reductions project(s). Acceptance of this fee by the entity shall serve as acknowledgment and a commitment to implement an emissions reduction project(s) within a time frame agreed upon in the MOU or agreement based on the type of project(s) selected, after receipt of the mitigation fee to achieve the emissions reduction objectives specified above.	Project sponsor	Before payment of mitigation offset fee under Item 2 above	Planning department	Considered complete upon planning department review and acceptance of signed MOU
4. <i>Waivers.</i> The ERO may waive the requirement to achieve annual reductions or offsets of ROG equal to the amount required to reduce emissions below 10 tons per year (54 pounds per day) after implementation of Mitigation Measures M-AQ-1a through M-AQ-1i and M-TR-4a and if: (1) sufficient ROG emission offset projects within the San Francisco Bay Area Air Basin, as described in item 1, are not available to reduce ROG emissions below 54 pounds per day when they occur during proposed project buildout; or (2) the offset projects or the mitigation offset fees, as described in item 3, are determined to be infeasible as defined under CEQA.	Project sponsor and ERO	If a waiver is requested	Environmental review officer	Considered complete upon granting of the waiver
5. <i>Offset Verification Report.</i> The project sponsor shall prepare an Annual Offset Verification Report (Report) as follows: a. <i>Offset Project Documentation:</i> Any offset project implemented, or offset fee paid, must result in ROG emission reductions within the San Francisco Bay Area Air Basin that are real, permanent, quantifiable, enforceable, and surplus as defined in the Bay Area Air Quality Management District Regulation 2, Rule 2: New Source Review, sections 2-3-301, 2-2-211, 2-2-603, and 2-2-605. The project sponsor shall certify that each specific emission reduction offset project meets these requirements. Should the project sponsor choose to recalculate the project's annual ROG emissions and ROG offset requirement to achieve the performance standard of 10 tons per year (54 pounds per day on average), the documentation shall quantify the ROG reduction(s) achieved by all offset projects to demonstrate that the gap between the project's mitigated emissions and the significance threshold of 10 tons per year of ROG has been met through the offset project(s). For this	Project sponsor	Prior to completion of Phase 1 buildout for the first year when project construction and operational ROG emissions are predicted to first exceed 10 tons per year and 54 lbs/day (2030), project sponsor to submit required documentation as specified in the	Planning department	Considered complete upon planning department review and acceptance of documentation demonstrating a reduction in ROG emissions or ROG emissions offsets that reduce the project's ROG emissions to below 10 tons per year (54 lbs/day on average) for all

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option, each annual Offset Verification Report shall demonstrate, based on substantial evidence, that the project has reduced annual ROG emissions below the thresholds of significance of 10 tons per year. The requirement to fund an offset project(s) described in item 1 above and/or to pay mitigation offset fees through the MOU described in items 2 and 3 above shall terminate if the project sponsor is able to demonstrate that the project's operational emissions are less than 10 tons per year (54 pounds per day). b. <i>Report Submittal.</i> The report shall be prepared by the project sponsor and submitted to the San Francisco Planning Department for review and verification. Documentation of offset projects and mitigation offset payments, as applicable, shall be provided to the San Francisco Planning Department for review and approval prior to the start of construction for the first year when project ROG emissions are predicted to exceed 10 tons per year, as set forth above. If the San Francisco Planning Department determines the report is reasonably accurate, it shall approve the report; otherwise, the planning department shall identify deficiencies and direct the project sponsor to correct and re-submit the report for approval.		mitigation measure		construction phases and upon buildout of the project
SECTION 3.E, WIND				
Mitigation Measure M-WI-1a: Wind Safety Plan. 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 sponsor 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 wind safety plan to	Project sponsor in coordination with the planning department and a qualified wind consultant	Prior to obtaining a building permit for any project building within the project site proposed to be taller than 85 feet and during construction	Planning department	Considered complete after construction is complete

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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 direct pedestrian and bicycle traffic around hazardous areas.				
Mitigation Measure M-WI-1b: Wind Impact Analysis and Mitigation for Buildings Taller than 85 Feet. Before design review approval, any project building(s) within the project site proposed to be taller than 85 feet, the project sponsor shall undertake an assessment by a qualified wind consultant or the project architect, as approved by the planning department. The proposed buildings tested may incorporate wind baffling features or landscaping. Such features must be tested and presented in a wind report in the order of preference discussed below and shall reduce, to the extent feasible, wind hazards, defined as wind speeds of or exceeding the 26 mph wind hazard criterion for a single hour of the year, as compared to the then-existing conditions; but in no event shall the proposed building(s) result in increases in the number of hours or number of locations of hazard exceedances compared to the full buildout project modeled for the EIR. The proposed building(s) shall be wind tunnel tested, or modeling equivalent, using a model that represents the full buildout conditions as modeled for the EIR, updated to reflect the design of any constructed buildings at the site: <i>Building Massing.</i> New buildings and additions to existing buildings shall be shaped to minimize ground-level wind speeds. Examples of these shapes include setbacks, stepped façades, and vertical steps in the massing to help disrupt wind flows. <i>Wind Baffling or Landscaping Measures on the Building, on the Project Site, or in the Private Right-of-Way.</i> Wind baffling or landscaping measures shall be	Project sponsor in coordination with the planning department and a qualified wind consultant	Before design review approval, if any, but no later than prior to obtaining a building permit for any project building within the project site proposed to be taller than 85 feet	Planning department	Considered complete after approval of wind impact analysis and implementation of design alterations and/or wind baffling or landscaping features

⁸ Rowan Williams Davies & Irwin, Inc. (RWDI), *Stonestown Galleria, San Francisco, CA: Pedestrian Wind Study*, September 21, 2022.

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Adopted Mitigation Measures	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
included on future buildings and/or on the project site to disrupt vertical wind flows along tower façades and through the project site. Examples of these may include staggered balcony arrangements on main tower façades, screens and canopies attached to the buildings, rounded building corners, covered walkways, colonnades, art, free-standing canopies, or wind screens. Landscaping and/or wind baffling measures shall be installed on the windward side (i.e., the direction from which the wind is blowing) of the areas of concern. For purposes of this measure, mitigation is considered infeasible if it would unduly restrict the project's ability to meet the San Francisco General Plan Housing Element goals and the Association of Bay Area Governments' Regional Housing Needs Allocation for San Francisco by maximizing the number of dwelling units throughout the Project site; or by meaningfully reducing the project's ability to meet the objectives of building a mixed-income community, with a wide range of building styles, heights and dwelling unit types; including by resulting in substantial higher operational or capital costs that would impact project feasibility, as determined by the planning department in consultation with the wind consultant. If feasible mitigation measures cannot be identified to eliminate wind hazard exceedances in the context of then-existing partial build-out conditions, off site landscaping and wind baffling measures shall be considered: 3. <i>Landscaping off the Project Site and/or Wind Baffling Measures in the Public or Private Right-of-Way.</i> Landscaping and/or wind baffling measures shall be installed in the public or private right-of-way to slow winds along sidewalks and protect places where people walking are expected to gather or linger. Landscaping and/or wind baffling measures shall be installed on the windward side (i.e., the direction from which the wind is blowing) of the areas of concern. Examples of wind baffling measures may include street art to provide a sheltered area for people to walk and free-standing canopies and wind screens in areas where people walking are expected to gather or linger. If landscaping on or off the project site or wind baffling measures in the public or private right-of-way are required as one of the features to mitigate wind impacts, Mitigation Measures M-WI-1c and M-WI-1d shall also apply.				

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	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
Mitigation Measure M-WI-1c: Maintenance Plan for Landscaping off the Project Site and Wind Baffling Measures in the Public Right-of-Way. If it is determined infeasible to fully mitigate wind hazards via massing and wind baffling measures on the subject building pursuant to Mitigation Measure M-WI-1b, the project sponsor shall prepare a maintenance plan for review and approval by the planning department to ensure maintenance of the features required pursuant to Mitigation Measure M-WI-1b in perpetuity. The maintenance plan for landscaping or wind baffling measures in the public right-of-way shall also be reviewed and approved by public works.	Project sponsor in coordination with the planning department and a qualified wind consultant	Prior to obtaining a building permit for any building within the project site proposed to be taller than 85 feet and during project operation	Planning department, Public Works, and SFMTA	Ongoing
Mitigation Measure M-WI-1d: Maintenance Plan for Landscaping on the Project Site and Wind Baffling Measures in the Private Right-of-Way. If it is determined infeasible to fully mitigate wind hazards via massing and wind baffling measures on the subject building pursuant to Mitigation Measure M-WI-1b, the project sponsor shall prepare a maintenance plan for review and approval by the planning department to ensure maintenance of the features required pursuant to Mitigation Measure M-WI-1b in perpetuity.	Project sponsor in coordination with the planning department and a qualified wind consultant	Prior to obtaining a building permit for any building within the project site proposed to be taller than 85 feet and during project operation	Planning department	Ongoing
INITIAL STUDY MITIGATION MEASURES AGREED TO BY PROJECT SPONSOR				
SECTION E.3, CULTURAL RESOURCES				
Mitigation Measure M-CR-2: Archeological Monitoring Based on the reasonable potential that archeological resources may be present within the project site, the following measures shall be undertaken to avoid any potentially significant adverse effect from the proposed project on buried or submerged historical resources. The project sponsor shall retain the services of a qualified archeological consultant having expertise in California prehistoric and urban historical archeology. The archeological consultant shall undertake an archeological monitoring program. All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the environmental review officer (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 construction of the project for up to a maximum of four weeks. At the direction of the ERO, the suspension of <i>construction</i> can be extended beyond	Project sponsor/ archeological consultant at the direction of the Environmental Review Officer (ERO)	Prior to issuance of the first site permit for construction	Project Sponsor shall retain archeological consultant to undertake archeological monitoring program in consultation with ERO	Complete when Project Sponsor retains qualified archeological consultant

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four weeks only if such a suspension is the only feasible means to reduce to a less-than-significant level potential effects on a significant archeological resource as defined in CEQA Guidelines section 15064.5(a)(c). <i>Archeological Monitoring Program.</i> The archeological monitoring program shall minimally include the following provisions: ▪ The archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the Archeological Monitoring Plan (AMP) reasonably prior to any project-related soils disturbing activities commencing. The ERO in consultation with the project archeologist shall determine what project activities shall be archeologically monitored. In most cases, any soils disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archeological monitoring in areas determined to be archeologically sensitive because of the potential risk these activities pose to archeological resources and to 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), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archeological resource. ▪ 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 the 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. Ecofacts are biological or geological objects or deposits related to human activity, but not manufactured by humans. Examples of ecofactual materials include animal bones, charcoal, plants, and pollen that can tell us about past diet or environments. <i>Paleoenvironmental Analysis.</i> When a submerged paleosol or when a deposit associated with an historical water source is identified during monitoring, irrespective of whether cultural material is present, samples shall be extracted and processed for dating, flotation for paleobotanical analysis, and other applicable	Project sponsor/ Head Foreman, Environmental Review Officer,	During any soils disturbing activity if a potential archeological	Environmental Review Officer and affiliated Native Americans tribal	Considered complete upon completion of ground-disturbing

Adopted Mitigation Measures	MONITORING AND REPORTING PROGRAM ¹			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
special analyses pertinent to identification of possible cultural soils and for environmental reconstruction. <i>Discovery Treatment Determination.</i> If an intact archeological deposit is encountered, all soils disturbing activities in the vicinity of the deposit shall cease. The archeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction crews and heavy equipment until the deposit is evaluated. If in the case of pile driving activity (foundation, shoring, etc.), the archeological monitor has cause to believe that the pile driving activity may affect an archeological resource, the pile driving 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, after making a reasonable effort to assess the identity, integrity, and significance of the encountered archeological deposit, present the findings of this assessment to the ERO. If the ERO in consultation with the archeological consultant determines that a significant archeological resource or tribal cultural resource is present and that the resource could be adversely affected by the proposed project, the ERO, in consultation with the project sponsor, shall determine whether preservation of the resource in place is feasible. If so, the proposed project shall be re-designed so as to avoid any adverse effect on the significant archeological resource and the archeological consultant shall prepare an archeological resource preservation plan, which shall be implemented by the project sponsor during construction. The consultant shall submit a draft preservation plan to the planning department for review and approval. If preservation in place is not feasible, a data recovery program shall be implemented, unless the ERO determines that the archeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible. <i>Consultation with Descendant Communities.</i> On discovery of an archeological site associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group an appropriate representative of the descendant group and the ERO shall be contacted. The representative of the descendant group shall be given the opportunity to monitor archeological field investigations of the site and to offer recommendations to the ERO regarding	qualified archeological consultant	resource is encountered	representatives, if warranted	activities or upon implementation of any required interpretive program, if warranted

Adopted Mitigation Measures	MONITORING AND REPORTING PROGRAM ¹			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
appropriate archeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archeological site. A copy of the Archeological Resources Report (ARR) shall be provided to the representative of the descendant group. <i>Archeological Data Recovery Plan.</i> An archeological data recovery program shall be conducted in accordance with an Archeological Data Recovery Plan (ADRP) if all three of the following apply: (1) a resource has potential to be significant, (2) preservation in place is not feasible, and (3) the ERO determines that an archeological data recovery program is warranted. The project archeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ADRP. The archeological consultant shall prepare a draft ADRP that shall be submitted to the ERO for review and approval. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archeological resource is expected to contain. That is, the ADRP will 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, should be limited to the portions of the historical property that could be adversely affected by the proposed project. 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 the following elements: • <i>Field Methods and Procedures.</i> Descriptions of proposed field strategies, procedures, and operations. • <i>Cataloguing and Laboratory Analysis.</i> Description of selected cataloguing system and artifact analysis procedures. • <i>Discard and Deaccession Policy.</i> Description of and rationale for field and post-field discard and deaccession policies. • <i>Security Measures.</i> Recommended security measures to protect the archeological resource from vandalism, looting, and non-intentionally damaging activities. • <i>Final Report.</i> Description of proposed report format and distribution of results.				

MONITORING AND REPORTING PROGRAM ¹				
Adopted Mitigation Measures	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
Curation. 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. Human Remains and Funerary Objects. The treatment of human remains and funerary objects discovered during any soil-disturbing activity shall comply with applicable State and federal laws. This shall include immediate notification of the Medical Examiner of the City and County of San Francisco. The ERO also shall be notified immediately upon the discovery of human remains. In the event of the Medical Examiner's determination that the human remains are Native American remains, the Medical Examiner shall notify the California State Native American Heritage Commission, which will appoint a Most Likely Descendant (MLD). The MLD will complete his or her inspection of the remains and make recommendations or preferences for treatment within 48 hours of being granted access to the site (Public Resources Code section 5097.98(a)). The project sponsor and ERO shall make all reasonable efforts to develop a Burial Agreement (Agreement) with the MLD, as expeditiously as possible, for the treatment and disposition, with appropriate dignity, of human remains and associated or unassociated funerary objects (as detailed in CEQA Guidelines section 15064.5(d)). The Agreement shall take into consideration the appropriate excavation, removal, recordation, scientific analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects. If the MLD agrees to scientific analyses of the remains and/or associated or unassociated funerary objects, the archeological consultant shall retain possession of the remains and associated or unassociated funerary objects until completion of any such analyses, after which the remains and associated or unassociated funerary objects shall be reinterred or curated as specified in the Agreement. The landowner may consult with the project archeologist and project sponsor and shall consult with the MLD and CEQA lead agency on preservation in place or recovery of the remains and any scientific treatment alternatives. The landowner shall then make all reasonable efforts to develop an Agreement with the MLD, as expeditiously as possible, for the treatment and disposition, with appropriate dignity, of human remains and funerary objects (as detailed in CEQA Guidelines section 15064.5(d)). Per Public Resources Code (PRC) section 5097.98(b)(1), the	Project sponsor, contractor, Planning Department's archeologist or archaeological consultant, and Environmental Review Officer	Throughout the duration of ground-disturbing activities	Project sponsor to notify Environmental Review Officer, Coroner, and, if applicable, NAHC of any discovery of human remains	Considered complete upon completion of ground-disturbing activities

MONITORING AND REPORTING PROGRAM ⁸				
Adopted Mitigation Measures	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
Agreement shall address and take into consideration, as applicable and to the degree consistent with the wishes of the MLD, the appropriate excavation, removal, recordation, scientific analysis, custodianship prior to reinterment or curation, and final disposition of the human remains and funerary objects. If the MLD agrees to scientific analyses of the remains and/or funerary objects, the archeological consultant shall retain possession of the remains and funerary objects until completion of any such analyses, after which the remains and funerary objects shall be reinterred or curated as specified in the Agreement. Both parties are expected to make a concerted and good faith effort to arrive at an Agreement, consistent with the provisions of PRC section 5097.98. However, if the landowner and the MLD are unable to reach an Agreement, the landowner, ERO, and project sponsor shall ensure that the remains and/or mortuary materials are stored securely and respectfully until they can be reinterred on the property, with appropriate dignity, in a location not subject to further or future subsurface disturbance, consistent with state law. Treatment of historic-period human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activity, additionally, shall follow protocols laid out in the project's Archeological treatment documents, and in any related agreement established between the project sponsor, Medical Examiner, and ERO. <i>Cultural Resources Public Interpretation Plan.</i> The project archeological consultant shall submit a Cultural Resources Public Interpretation Plan (CRPIP) if a significant archeological resource is discovered during a project. As directed by the ERO, a qualified design professional with demonstrated experience in displaying information and graphics to the public in a visually interesting manner, local artists, or community group may also be required to assist the project archeological consultant in preparation of the CRPIP. If the resource to be interpreted is a tribal cultural resource, the CRPIP shall be prepared in consultation with and developed with the participation of Ohlone tribal representatives. The CRPIP shall describe the interpretive product(s), locations or distribution of interpretive materials or displays, the proposed content and materials, the producers or artists of the displays or installation, and a long-term maintenance program. The CRPIP shall be sent to the ERO for review and approval. The CRPIP shall be implemented prior to occupancy of the project.	Archeological consultant	Prior to the issuance of the last certificate of occupancy for the proposed project in the disturbance area where the finding was made.	Environmental Review Officer	Considered complete upon submittal to Environmental Review Officer and other repositories identified in mitigation measure of Final Archeological Resources Report

Adopted Mitigation Measures	MONITORING AND REPORTING PROGRAM ³			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
Archeological Resources Report. 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. The archeological consultant shall submit a draft Archeological Resources Report (ARR) to the ERO that evaluates the historical significance of any discovered archeological resource, describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken, and if applicable, discusses curation arrangements. Formal site recordation forms (CA DPR 523 series) shall be attached to the ARR as an appendix. Once approved by the ERO, copies of the ARR shall be distributed as follows: California Historical Resources Information System, Northwest Information Center (NWIC) shall receive one copy and the ERO shall receive a copy of the transmittal of the approved ARR to the NWIC. The environmental planning division of the planning department shall receive one bound hardcopy of the ARR. Digital files that shall be submitted to the environmental division include an unlocked, searchable PDF version of the ARR, GIS shapefiles of the site and feature locations, any formal site recordation forms (CA DPR 523 series), and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. The PDF ARR, GIS files, recordation forms, and/or nomination documentation should be submitted via USB or other stable storage device. If a descendant group was consulted during archeological treatment, a PDF of the ARR shall be provided to the representative of the descendant group. Curation. Significant archeological collections and paleoenvironmental samples of future research value shall be permanently curated at an established curatorial facility. The facility shall be selected in consultation with the ERO. Upon submittal of the collection for curation the sponsor or archeologist shall provide a copy of the signed curatorial agreement to the ERO.				

Adopted Mitigation Measures	MONITORING AND REPORTING PROGRAM [®]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
SECTION E.15, GEOLOGY AND SOILS				
Mitigation Measure M-GE-6: Inadvertent Discovery of Paleontological Resources during Construction <i>Worker Awareness Training</i> – Prior to commencing construction, and ongoing throughout ground-disturbing activities (e.g., excavation, utility installation), the project sponsor and/or their designee shall engage a qualified paleontologist meeting the standards specified by the Society of Vertebrate Paleontology (Society of Vertebrate Paleontology 2010) to train all project construction workers regarding how to recognize paleontological resources and on the contents of the paleontological resources alert sheet, as provided by the planning department. The paleontological resources alert sheet shall be prominently displayed at the construction site during ground-disturbing activities for reference regarding potential paleontological resources. In addition, the paleontologist shall inform the project sponsor, contractor, and construction personnel of the immediate stop work procedures and other procedures to be followed if bones or other potential fossils are unearthed at the project site. Should new workers that will be involved in ground-disturbing construction activities begin employment after the initial training has occurred, the construction supervisor shall ensure that they receive the worker awareness training as described above. The paleontologist shall complete the standard form/affidavit confirming the timing of the worker awareness training and submit it to the environmental review officer (ERO). The affidavit shall confirm the project's location, the date of training, the location of the informational handout display, and the number of participants. The affidavit shall be transmitted to the ERO within five business days of conducting the training. <i>Paleontological Resource Discoveries</i> – In the event of the discovery of an unanticipated paleontological resource during project construction, ground-disturbing activities shall temporarily be halted within 25 feet of the find until the discovery is examined by a qualified paleontologist as recommended by the Society of Vertebrate Paleontology standards (Society of Vertebrate Paleontology 2010) and best practices in mitigation paleontology (Murphey et al. 2019). The paleontologist shall consult the ERO. Work within the sensitive area shall resume	Project sponsor/contractor(s)	Prior to and during ground disturbing activities	Project sponsor and contractor(s) shall distribute an alert sheet and submit a confirmation letter to the Environmental Review Officer each time a training session is held. The letter shall be submitted within five (5) business days of conducting a training session	Considered complete upon end of ground disturbing activities
	Project sponsor, qualified paleontologist, and construction contractor, at the direction of the Environmental Review Officer	In the event of the discovery of an unanticipated paleontological resource during construction	If necessary, the project sponsor and a qualified paleontologist shall submit a Paleontological Evaluation Letter or Paleontological	Considered complete upon end of ground disturbing activities or, if necessary, approval of a Paleontological

MONITORING AND REPORTING PROGRAM ¹				
Adopted Mitigation Measures	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
only when deemed appropriate by the qualified paleontologist in consultation with the ERO. The qualified paleontologist shall determine (1) if the discovery is scientifically significant; (2) the necessity for involving other responsible or resource agencies and stakeholders, if required or determined applicable; and (3) methods for resource recovery. If a paleontological resource assessment results in a determination that the resource is not scientifically important, this conclusion shall be documented in a paleontological evaluation letter to demonstrate compliance with applicable statutory requirements (e.g., Federal Antiquities Act of 1906, CEQA Guidelines section 15064.5, Public Resources Code chapter 17, section 5097.5, Paleontological Resources Preservation Act 2009). The paleontological evaluation letter shall be submitted to the ERO for review within 30 calendar days of the discovery. If in consultation with the ERO the qualified paleontologist determines that a paleontological resource is of scientific importance, the qualified paleontologist shall make a recommendation as to what action, if any, is warranted and prepare a paleontological mitigation program. The mitigation program shall include measures to fully document the resource of scientific importance. The qualified paleontologist shall submit the mitigation program to the ERO for review and approval within ten business days of the discovery. Upon approval by the ERO, ground-disturbing activities in the project area shall resume and be monitored as determined by the qualified paleontologist for the duration of such activities. The mitigation program shall include (1) procedures for construction monitoring at the project site; (2) fossil preparation and identification procedures; (3) curation of paleontological resources of scientific importance into an appropriate repository; and (4) preparation of a Paleontological Resources Report (report or paleontology report) at the conclusion of ground-disturbing activities. The report shall include dates of field work, results of monitoring, fossil identifications to the lowest possible taxonomic level, analysis of the fossil collection, a discussion of the scientific significance of the fossil collection, conclusions, locality forms, an itemized list of specimens, and a repository receipt from the curation facility. The project sponsor shall be responsible for the preparation and implementation of the mitigation program, in addition to any costs necessary to prepare and identify collected fossils, and for any curation fees charged by the paleontological			Resources Report to the Environmental Review Officer	Evaluation Letter or Paleontological Resources Report by the Environmental Review Officer

Adopted Mitigation Measures	MONITORING AND REPORTING PROGRAM ^a			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/Completion Criteria
repository. The paleontology report shall be submitted to the ERO for review within 30 business days from conclusion of ground-disturbing activities, or as negotiated following consultation with the ERO.				

NOTES:

- Definitions of MMRP Column Headings:
 - *Adopted Mitigation Measures*: Full text of the mitigation measure(s) copied verbatim from the final CEQA document.
 - *Implementation Responsibility*: Entity who is responsible for implementing the mitigation measure. In most cases this is the project sponsor and/or project's sponsor's contractor/consultant and at times under the direction of the planning department.
 - *Mitigation Schedule*: Identifies milestones for when the actions in the mitigation measure need to be implemented.
 - *Monitoring/Reporting Responsibility*: Identifies who is responsible for monitoring compliance with the mitigation measure and any reporting responsibilities. In most cases it is the planning department who is responsible for monitoring compliance with the mitigation measure. If a department or agency other than the planning department is identified as responsible for monitoring, there should be an expressed agreement between the planning department and that other department/agency. In most cases the project sponsor, their contractor, or consultant are responsible for any reporting requirements.
 - *Monitoring Actions/Completion Criteria*: Identifies the milestone at which the mitigation measure is considered complete. This may also identify requirements for verifying compliance.

EXHIBIT F
STONESTOWN PHASING PLAN AND ASSOCIATED COMMUNITY BENEFITS LINKAGES

This Exhibit F describes the Phasing Plan and Associated Community Benefits Linkages for the Project (the “**Phasing Plan**”). Unless otherwise specified in this Exhibit F, definitions and rules of interpretation shall be as provided in the Development Agreement (the “**Agreement**”) of which this Exhibit F is a part, by and between the City and County of San Francisco, a municipal corporation, and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”).

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 uses by Phase of development in accordance with the Agreement. As such and subject to any modifications to this Phasing Plan approved pursuant to Section 3.2.5 and 3.2.6 of the Development Agreement, Associated Community Benefits for the Project must be delivered in connection with certain development milestones within a particular Development Phase, Parcel, or completion of a particular number of residential units in the Project, as further described in this Phasing Plan, including the table attached to this Phasing Plan as Exhibit F-1 (the “**Linkages Schedule**”), and the other Plan Documents referenced herein. All references to “Phasing Plan” include the Linkages Schedule.

1.2 Development Phases. The Phasing Diagram attached as Exhibit F-2 (the “**Phasing Diagram**”) identifies the following Development Phases and Parcels within each Phase, as currently anticipated by the Parties:

- Phase 1A
- Phase 1B
- Phase 1C
- Phase 2A
- Phase 2B
- Phase 3
- Phase 4
- Phase 5
- Phase 6

1.3 Phasing Flexibility: Subdivision of Phases or Parcels. As provided in Section 3.2.1 of the Agreement, Developer may develop the Development Phases in such order and time as determined by Developer in its discretion, but subject to the requirements of the Agreement. As provided in Section 3.2 of the Agreement, each Development Phase may be developed without regard to sequencing and may be further divided into Sub-Phases at Developer’s election, provided that the Associated Community Benefits are delivered in accordance with this Phasing Plan and the Infrastructure Plan, unless otherwise approved pursuant

to Section 3.2.6 of the Agreement. Developer's obligation to complete or deliver any Project Open Space or other Associated Community Benefit under this Phasing Plan that is triggered by the first Building of a particular Parcel applies to the first Building of any subdivision of such Parcel, except as otherwise noted below or in the Linkages Schedule. Any other changes to the Phasing Plan will be subject to the requirements set forth in Section 3.2.5 and 3.2.6 of the Agreement.

1.4 Adjacent Properties: Phasing Adjustments. As set forth in the Infrastructure Plan, the Project abuts a number of adjacent properties that are not a part of the Project Site as depicted on Figure 1.2 to the Infrastructure Plan ("**Adjacent Properties**"). The proposed Infrastructure and Project Street Network, as set forth in the Infrastructure Plan, is designed to maintain access and utility service to these Adjacent Properties. If Developer is unable to reach an agreement with Adjacent Property owners, design adjustments may be needed, which design adjustments will not be considered a change to this Phasing Plan unless they require changes to the Linkages Schedule.

1.5 Project Open Space: Substantial Completion. In no event may delivery of an Associated Community Benefit pursuant to this Phasing Plan be linked to a 100% Affordable Project or a 100% Affordable Parcel, as such terms are defined in the Housing Plan, except (i) as permitted pursuant to the Housing Plan or as otherwise approved by the Director of MOHCD pursuant to the Agreement, and (ii) if Parcel E5 includes a 100% Affordable Project or 100% Affordable Parcel, the E5 Mid-Block Passage shall be linked to such 100% Affordable Project or 100% Affordable Parcel in accordance with Section 9.6.1(b)(2) of this Phasing Plan; provided that the reasonable and actual cost of construction of the E5 Mid-Block Passage shall be funded by Developer in accordance with the Housing Plan. If development of the Project proceeds such that the existing Linkages Schedule requires delivery of any Project Open Space before TCO is given for a 100% Affordable Project or 100% Affordable Parcel, then, unless as applicable to Parcel E5 in accordance with the previous sentence or as otherwise approved by the Director of MOHCD in accordance with the Agreement or Housing Plan (as applicable), Developer shall propose a change to this Phasing Plan substituting a different Building within the same Sub-Phase for the Planning Director's approval, which shall not be unreasonably withheld. For purposes of this Phasing Plan, construction of Project Open Space will be considered "**substantially complete**" when it is substantially completed in accordance with City-approved plans, specifications and permits, excepting punch-list items, and is completed to such an extent that it may be safely operated and made available for public use, notwithstanding that (i) minor or insubstantial items of construction, decoration or mechanical adjustment remain to be performed, or (ii) developer has not completed any relevant planting or vegetation or other tasks that may be required to occur seasonally, or (iii) scaffolding or other construction related materials related to construction of adjacent Buildings encroach onto the Project Open Space. Once a Project Open Space is substantially complete, Developer will diligently pursue completion of punch-list and any incomplete plans, specifications and permit items.

1.6 Remedies. If Developer fails to substantially complete or deliver any Project Open Space or other Associated Community Benefit identified in this Phasing Plan as linked to such Developer's Parcel or Building at the times required herein, then City's sole remedy for such failure pursuant to this Phasing Plan (but not in limitation of its remedies pursuant to the applicable Public Improvement Agreement or Completion Agreement described in Section 1.6.5)

is to withhold a first certificate of occupancy, including any temporary certificate of occupancy (“TCO”) for the applicable Building that triggered the obligation, except as follows:

1.6.1 Other than the RNP Cash Contribution or the Emergency Firefighting In Lieu Payment, if the obligation to deliver an Associated Community Benefit identified in this Phasing Plan that would otherwise arise is delayed due to an Excusable Delay then the City will grant the TCO for the applicable Building despite the fact that the Project Open Space or other Associated Community Benefit is not substantially completed or delivered, provided Developer posts Security (defined in Section 1.6.5 below) for completion of such Associated Community Benefit. After issuance of the TCO, Developer shall diligently and continuously pursue completion of such Associated Community Benefit, following which such Security will be released;

1.6.2 The City may determine in its reasonable discretion to grant a TCO for a Building despite the fact that the Project Open Space or other Associated Community Benefit is not substantially completed or delivered, provided that City may require Developer to post Security for completion of the Associated Community Benefit. After issuance of any such TCO, Developer shall diligently and continuously pursue completion of such Associated Community Benefit, following which such Security will be released;

1.6.3 The City’s sole remedies with regard to timing of completion and delivery of the RNP Accessible Paths and RNP Landscaping Improvements, which are Public Improvements, will be to call on the Security and use the Security to complete the applicable improvements as provided in the applicable Public Improvement Agreement and the Subdivision Code; and

1.6.4 If construction of a Project Open Space is at least 75% complete, and Developer (i) commits to completion of such Project Open Space within 12 months after issuance of the TCO for a Building that triggered the requirement to substantially complete it (the “**Extended Completion Date**”), and (ii) provides Security, the City will issue the TCO for the applicable Building. After issuance of the TCO, Developer shall diligently and continuously pursue that Project Open Space to completion by the Extended Completion Date, following which such Security will be released.

1.6.5 As used in this Phasing Plan, “**Security**” means (i) in the case of an uncompleted Associated Community Benefit that is a Public Improvement, that Developer has provided the City with adequate security for completion of such Public Improvement in accordance with the Subdivision Code and the applicable Public Improvement Agreement for such Public Improvement that is incomplete, or (ii) in the case of an uncompleted Associated Community Benefit that is a Privately-Owned Community Improvement, the Planning Director and the head of the City Agency with jurisdiction over the type of Associated Community Benefit that is incomplete, following consultation with the City Attorney, have entered into an agreement with Developer in form and substance reasonably

acceptable to City (the “**Completion Agreement**”) that requires Developer to complete the Associated Community Benefit and provides adequate security for completion of such Associated Community Benefit in a commercially reasonable form (e.g., a bond, letter of credit, or guaranty). The Completion Agreement will provide, among other things, that if Developer fails in its performance, City may in its sole discretion call on the Security and use the Security to complete or cause the completion of the partially completed Associated Community Benefit and, upon City’s written request, Developer shall assign or cause to be assigned to City or its designee all of Developer’s rights under the applicable Associated Community Benefit construction contracts and such related agreements as reasonably necessary or desirable for City to complete or cause the completion of the applicable Associated Community Benefit.

2. AFFORDABLE HOUSING

Affordable housing will be delivered alongside market rate housing, in accordance with the terms and conditions of the Housing Plan attached as Exhibit D to the Agreement.

3. TRANSPORTATION IMPROVEMENTS

The Replacement SFMTA Restroom and the SamTrans Restroom will be delivered in accordance with the timing specified in Section 9 of this Phasing Plan and as further provided in the Transportation Exhibit. Other Associated Community Benefits related to transportation, including the Project Street Network, will be delivered in accordance with the timing and standards set forth in the Infrastructure Plan and as further provided in the DSG and Transportation Exhibit.

4. INFRASTRUCTURE

Infrastructure, including access and utilities, necessary to accommodate development of a particular Building, Development Phase or Parcels within a Phase must be provided in accordance with the timing and scope set forth in the Infrastructure Plan, as finally determined by the City in connection with a Development Phase Approval and Subdivision Map for each applicable Development Phase and as more specifically set forth in the Infrastructure Plan.

5. SENIOR CENTER

The Senior Center will be constructed and leased in accordance with the provisions and timing set forth in the Child Care Facility & Senior Center Plan attached to the Agreement as Exhibit Q. If the timing requirements set forth in the Child Care Facility & Senior Center Plan are not met, the Parties shall have the same rights and remedies as if such requirements were included in this Phasing Plan.

6. RNP CASH CONTRIBUTION

6.1 General Requirement. Developer must make a cash contribution of one million dollars (\$1,000,000) to RPD to be used by RPD for improvements to Rolph Nicol Jr. Playground in accordance with the RPD Improvements Exhibit attached as Exhibit R to the Agreement (the “**RNP Cash Contribution**”). The amount of the RNP Cash Contribution may be

reduced in certain circumstances in accordance with Section 10 of the RPD Improvements Exhibit. The RNP Cash Contribution is subject to annual escalation of 2% calculated from the Effective Date of the Agreement.

6.2 Schedule of Performance. Developer must make the RNP Cash Contribution prior to the City's issuance of the First Construction Document for the Building that includes the 1,750th residential unit in the Project.

7. EMERGENCY FIREFIGHTING IN LIEU PAYMENT

7.1 General Requirement. Developer must make a cash contribution of \$2,690,000 to the Fire Department for the purpose of purchasing enhanced emergency firefighting equipment, as described in the AWSS section of the Infrastructure Plan (the "**Emergency Firefighting In Lieu Payment**").

7.2 Schedule of Performance. Developer must make the Emergency Firefighting In Lieu Payment to the City in the following installments: (i) \$1,300,000 prior to the issuance of the First Construction Document for the first Building in Phase 1A, and (ii) \$1,390,000 prior to the City's issuance of the First Construction Document for the Building that includes the 1,200th residential unit in the Project.

8. CHILD CARE FACILITY

The Child Care Facility will be constructed and leased in accordance with the provisions of and timing set forth in the Child Care Facility & Senior Center Plan attached to the Agreement as Exhibit Q. If the timing requirements set forth in the Child Care Facility & Senior Center Plan are not met, the Parties shall have the same rights and remedies as if such requirements were included in this Phasing Plan.

9. PROJECT OPEN SPACES AND OTHER ASSOCIATED COMMUNITY BENEFITS BY DEVELOPMENT PHASE

9.1 PHASE 1A

9.1.1 Project Open Spaces

(a) Scope of Improvements. Phase 1A will include the following Project Open Spaces, as identified in the Phasing Diagram: Greenway Park West; Greenway Park East; Open Space 1 (identified on the Phasing Diagram as OS-1); Open Space 2 (identified on the Phasing Diagram as OS-2); Open Space 3 (identified on the Phasing Diagram as OS-3); and Open Space 4 (identified on the Phasing Diagram as OS-4 (collectively, the "**Phase 1A Project Open Spaces**"). In addition, Phase 1A will include construction of the RNP Accessible Paths and RNP Landscaping Improvements as described in Section 9.1.2.

(b) Schedule of Performance. Developer must substantially complete the Phase 1A Project Open Spaces in accordance with the following schedule:

(i) Developer must substantially complete Open Space 1, Open Space 2, Open Space 3, and Greenway Park West prior to the City's issuance of a TCO for the first Building to be constructed on Parcel NW1, (and in the case of Greenway Park West, prior to the opening for public use of Street C, whichever occurs first).

(ii) Developer must substantially complete Greenway Park East prior to the City's issuance of a TCO for the first Building to be constructed on Parcel NW2.

(iii) Developer must substantially complete Open Space 4 prior to the City's issuance of a TCO for the final Building to be constructed on Parcel NW3.

9.1.2 RNP Accessible Paths and RNP Landscaping Improvements

(a) Scope of Improvements. Phase 1A will include the RNP Accessible Paths and RNP Landscaping Improvements as described in the RPD Improvements Exhibit to the Agreement.

(b) Schedule of Performance. Developer must substantially complete the RNP Accessible Paths and RNP Landscaping Improvements prior to the opening for public use of Street C and in accordance with the timing set forth in the applicable Public Improvement Agreement for such improvements.

9.2 **PHASE 1B.** Phase 1B does not include any Project Open Spaces or other Associated Community Benefits under this Phasing Plan. Infrastructure (including applicable portions of the Project Street Network) for Phase 1B will be provided as set forth in Section 4 of this Phasing Plan.

9.3 **PHASE 1C**

9.3.1 Project Open Space.

(a) Scope of Improvements. Phase 1C will include the following Project Open Space: W1 Mid-Block Passage (shown on the Phasing Diagram as MBP-W1).

(b) Schedule of Performance. Developer must substantially complete the W1 Mid-Block Passage prior to the City's issuance of a TCO for the first Building to be constructed on Parcel W1.

9.4 **PHASE 2A**

9.4.1 Project Open Space.

(a) Scope of Improvements. Phase 2A will include the following Project Open Spaces (collectively, the "**Phase 2A Project Open Spaces**"): Town

Square and Linear Park. Subject to Section 9.4.1(b)(ii), The Gallery may be included as a Phase 2A or a Phase 2B Project Open Space.

(b) Schedule of Performance. Developer must complete the Phase 2A Project Open Spaces in accordance with the following schedule:

(i) Developer must substantially complete Town Square and Linear Park prior to the City's issuance of a TCO for the first Building to be constructed on Parcel W3.

(ii) Developer must substantially complete The Gallery prior to the City's issuance of a TCO for the first Building to be constructed on the last to be developed of Parcels W3 or W4. Accordingly, if Parcel W3 is the last to be developed as between Parcels W3 and W4, The Gallery will be a Phase 2A Project Open Space but if Parcel W4 is the last to be developed as between Parcels W3 and W4, The Gallery will be a Phase 2B Project Open Space.

9.4.2 East / West Connections

(a) Scope of Improvements. Developer will provide the East / West Connections in accordance with the East / West Connections Exhibit to the Agreement (Exhibit U). Operation of the East / West Connections will be subject to the requirements set forth in Exhibit U.

(b) Schedule of Performance. The East / West Connections must be opened for access in accordance with Exhibit U prior to the issuance of the TCO for the first Building constructed on Parcel W3 or Parcel W4, or prior to the issuance of the TCO for the Building that includes the 1,100th residential unit constructed within the Project, whichever occurs first.

9.5 PHASE 2B.

9.5.1 Project Open Space. As set forth in Section 9.4.1(b)(ii), if Parcel W4 is the last to be developed as between Parcels W3 and W4, The Gallery will be a Phase 2B Project Open Space and Developer must substantially complete The Gallery prior to the City's issuance of a TCO for the first Building to be constructed on W4. If Parcel W3 is the last to be developed as between Parcels W3 and W4, Phase 2B will include no Project Open Spaces. Infrastructure (including applicable portions of the Project Street Network) will be provided as set forth in Section 4 of this Phasing Plan.

9.6 PHASE 3

9.6.1 Project Open Space.

(a) Scope of Improvements. Phase 3 will include the following Project Open Spaces (collectively, the "**Phase 3 Project Open Spaces**"): Open Space 5 (shown on Phasing Diagram as OS-5); Open Space 6 (shown on Phasing Diagram as OS-6); and E5 Mid-Block Passage (shown on the Phasing Diagram as MBP-E5). As shown on the Phasing

Diagram, MBP-E5 may be constructed at alternate locations to connect to either Buckingham Way (North) or 20th Avenue in accordance with the DSG, at Developer's election.

(b) Schedule of Performance. Developer must substantially complete the Phase 3 Project Open Spaces in accordance with the following schedule:

(1) Developer must substantially complete Open Space 5 prior to the City's issuance of a TCO for the first Building constructed on Parcel E1 that is adjacent to O-5.

(2) Developer must substantially complete E5 Mid-Block Passage prior to the City's issuance of a TCO for the first Building to be constructed on Parcel E5.

(3) Developer must substantially complete Open Space 6 prior to the City's issuance of a TCO for the first Building to be constructed on Parcel E1 or the opening for public use of Street A, whichever occurs first.

9.7 PHASE 4

9.7.1 Project Open Space.

(a) Scope of Improvements. Phase 4 will include the following Project Open Spaces (collectively, the "**Phase 4 Project Open Spaces**"): The Landing; The Commons; Open Space 7 (shown on the Phasing Diagram as OS-7); Open Space 8 (shown on the Phasing Diagram as OS-8); and Open Space 9 (shown on the Phasing Diagram as OS-9). As depicted in the Phasing Diagram, if the Variant Sub-Area becomes subject to the Development Agreement in accordance with Section 3.5 of the Development Agreement, all references to Parcel E3 shall be replaced with Parcel E3E, which includes the Variant Sub-Area, and all the requirements of this Phasing Plan with regard to Parcel E3 shall apply to Parcel E3E.

(b) Schedule of Performance. Developer must substantially complete the Phase 4 Project Open Spaces in accordance with the following schedule:

(1) Developer must substantially complete The Landing and Open Space 7 prior to the City's issuance of a TCO for the first Building to be constructed on Parcel E2.

(2) Developer must substantially complete The Commons prior to the City's issuance of a TCO for the first Building to be constructed on either Parcel E2 or E6.

(3) Developer must substantially complete Open Space 8 prior to the City's issuance of a TCO for the first Building to be constructed on Parcel E3 or the opening for public use of Street B, whichever occurs first.

(4) Developer must substantially complete Open Space 9 prior to the City's issuance of a TCO for the first Building to be constructed on Parcel E4.

9.8 **PHASE 5**

9.8.1 Project Open Space.

(a) Scope of Improvements. Phase 5 will include the following Project Open Spaces (collectively, the "**Phase 5 Project Open Spaces**"): Open Space 10 (shown on Phasing Diagram as OS-10); and S1 Mid-block Passage (shown on the Phasing Diagram as MBP-S1).

(b) Schedule of Performance. Developer must substantially complete Open Space 10 and the S1 Mid-Block Passage prior to the City's issuance of a TCO for the first Building to be constructed on Parcel S1.

9.8.2 Replacement SFMTA Restroom.

(a) Scope of Improvements. Developer will provide the Replacement SFMTA Restroom and the SamTrans Restroom in accordance with the Transportation Exhibit.

(b) Schedule of Performance. The Replacement SFMTA Restroom and SamTrans Restroom must be available for use as follows: (1) if the Replacement SFMTA Restroom and SamTrans Restroom are provided on Buckingham Way South (in either the public right of way or private setback area, or a combination of both), then they will be available in the timing required by the street improvement permit for the construction of the street improvements to be completed on Buckingham Way South, or (2) if the Replacement SFMTA Restroom and SamTrans Restroom are provided in a Building to be constructed on Parcel S2, then they will be available for use no later than 90 days after issuance of the TCO for such Building on Parcel S2. Developer may demolish the Existing SFMTA Restroom prior to completion of the Replacement SFMTA Restroom and SamTrans Restroom if Developer provides an interim or temporary restroom trailer with one restroom that is reasonably satisfactory to SFMTA during the period between demolition of the Existing SFMTA Restroom and completion of the Replacement SFMTA Restroom and SamTrans Restroom, in accordance with the Transportation Exhibit.

9.9 **PHASE 6**

9.9.1 Project Open Space.

(a) Scope of Improvements. Phase 6 will include the following Project Open Spaces ("**Phase 6 Project Open Spaces**"): Open Space 11 (shown on Phasing Diagram as OS-11); and S3 Mid-block Passage (shown on the Phasing Diagram as MBP-S3). As shown on the Phasing Diagram, MBP-S3 may be constructed at alternate locations in accordance with the DSG, at Developer's election.

(b) Schedule of Performance. Developer must substantially complete Open Space 11 (if required by the DSG) and S3 Mid-Block Passage prior to the City's issuance of a TCO for the first Building constructed on Parcel S3.

EXHIBIT F-1 LINKAGES SCHEDULE

In the event of a conflict between this Linkages Schedule and the Phasing Plan or applicable Plan Document, the Phasing Plan and the applicable Plan Document shall prevail.

Phase	Associated Community Benefit	Schedule of Performance
Project Open Spaces		
1A	Greenway Park West	Prior to TCO for first Building on NW1 or opening of Street C (whichever occurs first)
1A	OS -1	Prior to TCO for first Building on NW1
1A	OS -2	Prior to TCO for first Building on NW1
1A	OS -3	Prior to TCO for first Building on NW1
1A	Greenway Park East	Prior to TCO for first Building on NW2
1A	OS -4	Prior to TCO for final Building on NW3
1C	MBP - W1	Prior to TCO for first Building on W1
2A	Town Square	Prior to TCO for first Building on W3
2A	Linear Park	Prior to TCO for first Building on W3
2A/2B	The Gallery	Prior to TCO for first Building on W3 or W4 (last to be developed)
3	OS -5	Prior to TCO for first Building on E1 adjacent to OS-5
3	MBP - E5	Prior to TCO for first Building on E5
3	OS-6	Prior to TCO for first Building on E1 or opening of Street A (whichever occurs first)
4	The Landing	Prior to TCO for first Building on E2
4	OS -7	Prior to TCO for first Building on E2
4	The Commons	Prior to TCO for first Building on either E2 or E6
4	OS -8	Prior to TCO for first Building on E3 or opening of Street B (whichever occurs first)
4	OS -9	Prior to TCO for first Building on E4
5	MBP - S1	Prior to TCO for first Building on S1
5	OS -10	Prior to TCO for first Building on S1
6	OS -11	Prior to TCO for first Building on S3 (if provided per DSG)
6	MBP - S3	Prior to TCO for first Building on S3
Other Associated Community Benefits		
1A	RNP Accessible Paths and RNP Landscaping Improvements	Opening of Street C and the timing set forth in the PIA
1A, 1C, 2A or 2B	East / West Connections	Prior to TCO for first Building on W3 or W4, or prior to TCO for the Building that includes the 1,100th residential unit in the Project (whichever occurs first)

5	Replacement SFMTA restroom and SamTrans Restroom	90 days after issuance of TCO for first Building on S2 or as required pursuant to SIP for Buckingham Way South, depending on location of the restroom per Transportation Exhibit.
	Senior Center	Prior to demolition of existing YMCA annex, or as otherwise specified in <u>Exhibit Q</u>
	Child Care Facility	Either 1) if one Child Care Facility is provided, then prior to TCO for Building that includes the 1,200th residential unit in the Project or 2) if two Child Care Facilities are provided then the first Child Care Facility prior to TCO for Building that includes the 1,000th residential unit in the Project and the second Child Care Facility prior to TCO for Building that includes the 1,800th residential unit in the Project.
	RNP Cash Contribution	Prior to First Construction Document for Building that includes the 1,750th residential unit in the Project.
	Emergency Firefighting In Lieu Payment	(i) \$1,300,000 prior to the issuance of the First Construction Document for the first Building in Phase 1A, and (ii) \$1,390,000 prior to the City's issuance of the First Construction Document for the Building that includes the 1,200th residential unit in the Project.

PHASING PLAN



STONESTOWN

Map of the Downtown West End area showing various lots, streets, and landmarks. The map includes labels for streets such as Eucalyptus Drive, Buckingham Way (North and South), Winston Drive, Street A, Street B, and Street C. Lots are labeled with codes like NW1, NW2, NW3, W1, W2, W3/4, W4, E1, E2, E3, E4, E5, E6, S1, S2, S3, and OS-1 through OS-11. Landmarks include Greenway Park East, Town Square, Linear Park, The Gallery, The Landing, and The Commons. A scale bar at the bottom right indicates 0, 100, and 200 feet. A north arrow is also present. A dashed box highlights a specific area, and a note at the bottom left explains the asterisk symbol.

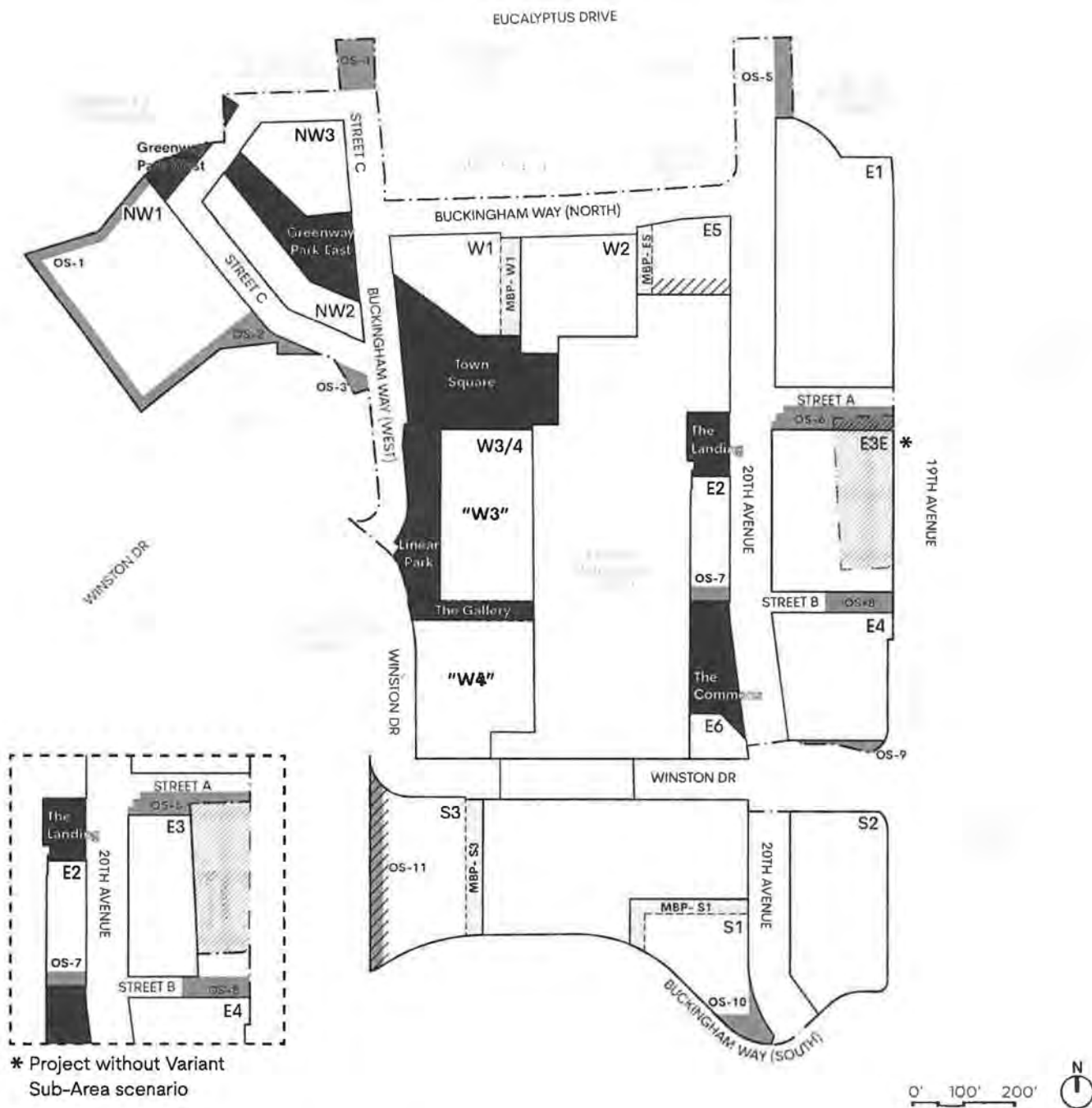
* Project without Variant Sub-Area scenario

- Childcare Center, Senior Center¹
- RPD Parcel Improvements²
- Private Utility Infrastructure³
- Transportation Improvements not accepted by the City⁴

⁴ See Transportation Exhibit

STONESTOWN

OPEN SPACE DIAGRAM



Legend

- Primary Open Spaces
- Secondary Open Spaces
- Mid-block passages
- Alternate location of Mid-block passage
- Variant Sub-Area Property
- OS - #** Secondary Open Space
- MBP - #** Mid-block passage

Exhibit G-2

Regulations Regarding Access, Use and Maintenance of Project Open Space

These Regulations Regarding Access, Use and Maintenance of Project Open Space (“**Regulations**”) shall govern the use, maintenance, and operations of certain Privately-Owned Community Improvements that are Project Open Spaces within the Project Site. The Project Open Spaces are comprised of the following: (1) **Primary Open Spaces** composed of Greenway Park East, Greenway Park West, Town Square, Linear Park, The Gallery, The Landing and The Commons, (2) **Secondary Open Spaces** composed of Open Space-1 (OS-1), Open Space-2 (OS-2), Open Space-3 (OS-3), Open Space-4 (OS-4), Open Space-5 (OS-5), Open Space-6 (OS-6), Open Space-7 (OS-7), Open Space-8 (OS-8), Open Space-9 (OS-9), Open Space-10 (OS-10) and Open Space-11 (OS-11), and (3) **Mid-Block Passages** composed of W1 Mid-Block Passage (MBP-W1), E5 Mid-Block Passage (MBP-E5), Mid-Block Passage S1 (MBP-S1), and Mid-Block Passage S3 (MBP-S3), each as shown on Exhibit G-1, and as described in the Phasing Plan and the Stonestown Design Standards and Guidelines (“**DSG**”).

Unless otherwise specified in this Exhibit G-2, definitions and rules of interpretation shall be as provided in the Development Agreement (the “**Agreement**”) of which this Exhibit G-2 is a part, by and between the City and County of San Francisco, a municipal corporation, and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”).

1. **Authority**. The Developer, Mall Owner and/or Management Association have the authority to control, manage, and operate the Project Open Spaces, subject to the Agreement and these Regulations.
2. **Public Use**. Upon Substantial Completion of the Project Open Spaces in accordance with the Agreement and the Phasing Plan, Developer, Management Association and/or Mall Owner shall offer, for the life of the Project, the Project Open Spaces for the use, enjoyment and benefit of the public for circulation, pedestrian movement, access for emergency vehicles, open space, and recreational purposes in accordance with and subject to the Project SUD, DSG, Infrastructure Plan and as set forth in these Regulations. As used in these Regulations, “life of the Project” means so long as the Project or any modification of the Project remains in existence.
3. **Project Open Space Code of Conduct for Public Use**. Developer, Mall Owner and/or Management Association shall adopt and implement, and may update from time to time, a code of conduct for public use of the Project Open Spaces (“**Code of Conduct**”), applicable to members of the public during use of the Project Open Spaces. The Code of Conduct shall include the rules listed below, but may impose additional reasonable time, place and manner restrictions on the use of the Project Open Spaces by the public so long as such restrictions do not conflict with these Regulations, are consistent with the public use purposes set forth in

Section 2 above, and are otherwise consistent with Applicable Law. The Code of Conduct is subject to update and change by Developer, Mall Owner and/or Management Association without approval or consent by the City, so long as the updates do not conflict with these Regulations, including the public use purposes in Section 2 above.

a. Prohibited Activities or Conduct. No person may do any of the following on or about the Project Open Spaces:

(i) Disobeying Rules. Disobey or violate any of the Regulations or Code of Conduct, any notices, prohibitions, or directions on any sign posted by the Developer, Management Association and/or Mall Owner, or any lawful order of law enforcement or an employee of Developer, Management Association and/or Mall Owner made pursuant to the Regulations, Code of Conduct or Applicable Law.

(ii) Loitering. Enter, remain, stay, or loiter in the Project Open Spaces outside of the hours of operation, or when the Project Open Spaces are closed to the public as set forth in these Regulations, except persons authorized in conjunction with a Special Event or other temporary closure, authorized service and maintenance personnel, or as otherwise authorized by the Developer, Management Association and/or Mall Owner.

(iii) Smoking. Smoke in any form, including cigarettes, cigars, pipes, e-cigarettes and smokeless cigarettes (including tobacco or other substances), either in enclosed or unenclosed areas.

(iv) Consumption of Alcohol. Consume alcoholic beverages of any kind, except during a Special Event in which sale and consumption of alcohol is specifically allowed and regulated by permit or as otherwise authorized by Developer, Management Association and/or Mall Owner.

(v) Intoxication by Alcohol or Drugs. Be under the influence of intoxicating liquor, drugs, or certain specified substances, except as expressly permitted pursuant to the Code of Conduct or otherwise authorized by Developer, Management Association and/or Mall Owner.

(vi) Fighting, Disturbing Peace, Offensive Words. Fight or disturb others by loud and unreasonable noise, or use offensive words or harass any persons or animals.

(vi) Destruction of Property. Deface, damage, or destroy real or personal property.

(vii) Human Body Substances. Emit, eject, or cause to be deposited any excreta of the human body, except in a proper receptacle designated for such purpose.

(viii) Entrance to Controlled Areas. Enter by means other than at designated public entrances, where a “No Admittance” or “Employees Only” sign is posted, or where a charge is made without paying that charge.

(ix) Littering and Dumping of Waste Matter. Litter, dump, or dispose of garbage, bottles, cans, paper, or other waste anywhere other than in designated trash receptacles, or litter, dump, or dispose of any noxious or offensive matter whatsoever.

(x) Soliciting. Engage in petitioning, leafletting, demonstrating, or soliciting, in an aggressive manner or such a manner as to obstruct pedestrian traffic or in violation of reasonable time, place and manner restrictions otherwise imposed by Developer, Management Association and/or Mall Owner, after being warned by a law enforcement officer or the Developer, Management Association and/or Mall Owner not to do so.

(xi) Obstructing Any Sidewalk, Passageway, or Other Publicly Accessible Way. Substantially obstruct the free passage of any person or persons on any sidewalk, passageway, or other public places in the Project Open Spaces.

(xii) Weapons and Fireworks. Fire or carry firearms of any size or description or possess any instrument, appliance, or substance designed, made, or adopted for use primarily as a weapon, including but not limited to slingshots, clubs, swords, razors, billies, explosives, dirk knives, bowie knives, or similar knives, without the permission of the Developer, Management Association and/or Mall Owner, with the exception that this subsection will not apply to sworn law enforcement officers or security personnel. No person may fire or carry any firecracker, rocket, torpedo, or any other fireworks of any description, except with permission of the Developer, Management Association and/or Mall Owner.

(xiii) Drive, propel, or park any vehicle, scooter, e-bike, drone or other mechanical equipment on any Project Open Spaces unless otherwise allowed by permit or with permission of the Developer, Management Association and/or Mall Owner.

(xiv) Swimming and Bathing. Enter, wade, bathe, or swim in the waters of any fountain in the Project Open Spaces.

(xv) Percussion Instruments. Play any percussion instrument, including drums, at any time or location prohibited by Developer when a sign has been posted in the area affected to give notice of this prohibition, unless pursuant to a properly issued permit.

(xvi) Graffiti. Possess, carry, use or keep graffiti or etching tools, etching cream, or slap tags. For purposes of this subsection: (a) “graffiti or etching tools” means a masonry or glass drill bit, a glass cutter, a grinding stone, an awl, a chisel, a carbide scribe, an aerosol paint container, or any permanent marker with a nib (marking tip) one-half inch or more

at its largest dimension and that is capable of defacing property with permanent, indelible, or waterproof ink, paint or other liquid; (b) "etching cream" means any caustic cream, gel, liquid, or solution capable, by means of chemical action, of defacing, damaging, or destroying hard surfaces in a manner similar to acid; and (c) "slap tag" means any material including but not limited to decals, stickers, posters, or labels which contain a substance commonly known as adhesive glue which may be affixed upon any structural component of any building, structure, equipment, apparatus, appliance, post, pole, or other facility.

(xvii) Posting of Signs. Post or affix to any tree, shrub, plant, fence, building, structure, equipment, apparatus, appliance, monument, wall, post, vehicle, bench, or other physical object within the Project Open Spaces any written or printed material, including but not limited to signs, notices, handbills, circulars, and pamphlets, except with permission of the Developer, Management Association and/or Mall Owner.

(xviii) Throwing or Propelling Objects. Throw or propel objects of a potentially dangerous nature, including but not limited to stones, bottles, glass, cans, or crockery, within or over the edges of the Project Open Spaces.

4. **No Discrimination.** Developer, Mall Owner and/or Management Association 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 Project Open Spaces.
5. **Maintenance Standard.** The Project Open Spaces shall be operated, managed, and maintained in a clean and safe condition in accordance with the permitted use thereof.
6. **Temporary Closures.** Notwithstanding anything to the contrary herein or in the Agreement, Developer, Mall Owner and/or Management Association 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 Project Open Spaces to the public from time to time for any of the following reasons, which temporary closure shall continue for as long as Developer, Mall Owner and/or Management Association reasonably deems necessary to address the circumstances below. No closure except for a temporary closure resulting from an Emergency shall block any code-required ingress to or egress from a Building within the Project Site.
 - 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, actual or threatened criminal activity, riot, civil disturbances, civil unrest, unlawful assembly, or pursuant to a local, state or federal public health order during a pandemic, epidemic, or other public health emergency), Developer, Mall Owner, and/or Management Association may temporarily close the Project Open Spaces (or affected portions thereof) for the duration of the emergency

in any manner reasonably deemed necessary or desirable to promote public safety, security, and the protection of persons and property.

- b. Maintenance and Repairs. Developer, Mall Owner and/or Management Association may temporarily close the Project Open Spaces (or affected portions thereof) in order to make any improvements, repairs or perform any maintenance as Developer and/or Management Association, in its reasonable discretion, deems necessary or desirable to repair, maintain, or operate the Project Open Spaces or adjacent Buildings; provided such closure may not impede emergency vehicle access. If reasonably practicable, Developer shall schedule maintenance and repairs so that no more than half the Primary Open Spaces are closed at any one time.
 - c. Temporary Construction Staging. Developer, Mall Owner and/or Management Association may temporarily restrict or prohibit access to a Project Open Space (or affected portion thereof) for limited duration and as reasonably necessary for temporary construction staging related to any phase of development of the Project (during which time the subject improvements and area will not be used by the public) to the extent that such construction is in accordance with the Agreement, the Approvals, and any Later Approvals.
 - d. Special Events. Developer, Mall Owner and/or Management Association shall have the right to close temporarily to the public all or portions of the Project Open Spaces per the allowances described in Figure G-2, in connection with the use of the subject Project Open Space for private special events including but not limited to fundraisers, picnics, concerts or other performances, community or ticketed events, and weddings (each a “**Special Event**” and collectively “**Special Events**”). All Special Events must comply with any applicable law and the Code of Conduct, and are subject to any required approvals or permits from any applicable City Agency with jurisdiction over the Special Event. Prior to closing any Project Open Spaces for a Special Event, a notice of the closure shall be posted at all major entrances to the subject Project Open Spaces for a period of seventy-two (72) hours prior to the Special Event. Developer, Mall Owner and/or Master Association may require payment of a permit fee or other charge for use of the Project Open Spaces for Special Events. If any of the Primary Open Spaces are closed for a Special Event during hours when access to either the East / West Connections or Rolph Nicol Jr. Playground is required, a minimum eight (8) feet clear pedestrian passage must be provided that is free and open to the public to utilize the East / West Connections and the RNP Accessible Paths, as applicable.
7. Operation of the Project Open Spaces. Operation of the Project Open Spaces shall be subject to the requirements of this Paragraph.
- a. Hours of Operation. Except as provided in subparagraph (i), (ii) and (iii) below, the Project Open Spaces shall be open and accessible to the public during Stonestown Galleria Mall operating hours, as posted on the Stonestown Galleria Mall website, but

in no event less than seven (7) days per week from sunrise to sunset, unless reduced hours are (i) approved in writing by the City, or (ii) otherwise expressly provided for in these Regulations (including, without limitation, Paragraph 6 of these Regulations). In addition:

- i. Secondary Open Spaces OS-4, OS-5, OS-6, OS-8, OS-9 and OS-11 (if provided per DSG) and the Mid-Block Passages, all function as primary paths of pedestrian and/or vehicular travel (and bicycle travel) through the Project Site and/or provide access to adjacent Buildings and uses, and shall be open to public passage 24 hours per day every day for circulation and access purposes only, except for closures permitted under these Regulations. If one of these Project Open Spaces is closed as permitted under these Regulations, Developer shall make good faith efforts to provide an alternative accessible path of travel to ensure continued circulation and access.
- ii. Four of the Primary Open Spaces (The Gallery, Town Square, The Landing, and The Commons) shall be open to pedestrians traversing the Project Site during any additional hours that the East / West Connections are open, as set forth in the East / West Connections Exhibit (Exhibit U), except for closures permitted under these Regulations, or if the East / West Connections are otherwise temporarily closed in accordance with Exhibit U.
- iii. Two of the Primary Open Spaces (Greenway West and Greenway East) shall be open to pedestrians traversing the Project Site during any additional hours that Rolph Nicol Jr. Playground is open.
- iv. No person shall (i) enter, occupy, remain, or stay in the Project Open Spaces when the Project Open 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, or as otherwise authorized by Developer and/or Management Association or (ii) use the Project Open Spaces for any use or any manner except as authorized pursuant to these Regulations or as otherwise authorized by Developer and/or Management Association.

b. Public Events- Non-Closure Events

- i. Members of the public or other entities sponsoring public events (“**Event Sponsors**”) shall have the right to request the use of the Project Open Spaces per the allowances described in Figure [G-2] for privately- or publicly-sponsored events, as consistent with the Project SUD and DSG. These public events do not require the closure of the Project Open Spaces to the public (each a “**Public Event**” and collectively “**Public Events**”). All Public Events must be approved in advance by Developer, Mall Owner and Management

Association and are subject to any required approvals or permits from any applicable City Agency 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, Mall Owner, and/or Management Association may require payment in the form of a permit fee or other charge for use of the Public Open Spaces for Public Events. Such permit fee or other charge for use of the Project Open Spaces for Public Events shall not exceed the reasonable costs for administration, maintenance, security, liability, and repairs associated with such event. Developer, Mall Owner and/or Management Association shall be permitted to charge additional fees for commercial filming and photography, or other use of the Project Open Space or Project intellectual property rights for commercial purposes. Developer, Mall Owner, and/or Management Association shall post via the web a clear explanation of the application process, fees, 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 the Planning Department or other City Agency publishing such criteria and application forms if they so choose. The website address providing such information shall be posted at the Project Open Spaces.

- ii. Good Neighbor Policies. Developer, Mall Owner and/or Management Association shall require Event Sponsors to manage the Project Open Spaces in accordance with the following good neighbor policies during the Public Events: 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 by the Event Sponsor; noise and odors, unless otherwise permitted, shall be contained within immediate area of the Project Open Spaces so as not to be a nuisance to neighbors; notices shall be prominently displayed during Public Events that urge patrons to leave the Project Open Spaces and neighborhood in a quiet, peaceful, and orderly fashion and to remove all litter and avoid blocking driveways in the neighborhood (such notices shall be removed promptly after each Public Event); and the Event Sponsors or its employees or volunteers shall walk a 100-foot radius from the Project Open Spaces within thirty (30) minutes after the Public Event and shall pick up and dispose of any discarded beverage containers and other trash left by patrons.
- iii. Code of Conduct: Licensing. Event Sponsors shall be required to comply with the Code of Conduct adopted by the Developer, Mall Owner and/or Management Association for the Public Open Spaces, including but not limited to any use requirements applicable to the Public Events. Developer, Mall Owner and/or Management Association may, at its sole option, require execution of a license agreement for use of any Project Open Spaces for

Public Events, so long as such license agreement does not conflict with these Regulations.

8. **Signs.** Developer, Mall Owner, and/or Management Association shall post signs, in accordance with the Stonestown Special Sign District and DSG, at the major public entrances to the Primary Open Spaces, that each is a privately-owned publicly accessible open space, clearly indicating the public right to use the space in accordance with these Regulations, , hours of operation, and a telephone number to call, website address and QR Code to access the full Regulations and for inquiries regarding security, management or other matters. Developer, Mall Owner, and/or Management Association also shall post these Regulations on such website and through the posted QR code or its equivalent.
9. **Permissive Use.** Developer, Mall Owner and/or Management Association may post at each entrance to the Project Open Spaces, 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 Project Open Spaces for any purpose or period of time shall be construed, interpreted, or deemed to create any rights or interests to or in the Project Open Spaces other than the temporary access rights and interests expressly granted in the Agreement. The right of the public or any person to make any use whatsoever of the Project Open Spaces or any portion thereof is not meant to be an implied dedication for the benefit of, and does not create any rights or interests in, any third parties.
10. **Arrest or Removal of Persons.** Developer, Mall Owner and/or Management Association shall have the right (but not the obligation) to use lawful means to remove any person who creates a public nuisance, solicits or loiters in a manner that violates the Code of Conduct, harasses persons or animals, does any act injurious to persons or the Project Open Spaces, or any building, structure, equipment, apparatus, or appliance therein; or who otherwise violates the applicable rules and regulations or Code of Conduct, or who commits any crime including, without limitation, infractions or misdemeanors in or around the Project Open Spaces.
11. **Project Security.** Developer, Mall Owner and/or Management Association shall have the right but not the obligation to install and operate security devices and/or maintain security personnel in and around the Project Open Spaces. In addition, during the time periods when public access to the Project Open Spaces or any portion thereof is restricted or not permitted pursuant to these Regulations, Developer, Mall Owner and/or Management Association shall have the right but not the obligation to:
 - a. Block entrances to the Project Open Spaces; and
 - b. Maintain security personnel in and around the Project Open Spaces to prevent the entry of persons or vehicles.

- c. Any proposal to install permanent architectural features that serve as security devices such as gates and fences shall be consistent with the Project SUD and DSG and subject to design review as detailed in the Agreement, the Project SUD and DSG.
- 12. **Removal of Obstructions.** Developer, Mall Owner and/or Management Association shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object, thing, personal belonging, or equipment left, abandoned or deposited on the Project Open Spaces.
- 13. **Structures and Uses.** Structures and uses installed by the Developer, Management Association and/or Mall Owner shall be permitted within the Project Open Spaces in accordance with the Project SUD and DSG, including but not limited to private and semi-private seating areas for restaurants located within the Project Open Space and restaurants located in Buildings within the Project Site and/or the Stonestown Galleria Mall adjacent to any Project Open Spaces.
- 14. **Notice of Special Restrictions.** These Regulations shall be incorporated into a Notice of Special Restrictions (NSR) recorded by Developer against portions of the Project Site with each Final Subdivision Map of the Project Site that includes a Project Open Space. The NSR will provide Developer, Management Association and Mall Owner with the right to record a termination of the NSR at the end of the life of the Project, and City will cooperate with Developer, Management Association and Mall Owner in connection with such termination by executing any documents or instruments reasonably requested by Developer, Management Association or Mall Owner to effectuate such termination.

Figure G-2
Special Event and Public Event Allowances

Project Open Space	Public Events (Non-Closure Event)	Special Event
Greenway Park West	Unlimited	12 events per year, up to 1 per month, for up to 48 hours for each event. None on RPD Parcel, without RPD's consent.
Greenway Park East	Unlimited	12 events per year, up to 1 per month, for up to 48 hours for each event.
Town Square	Unlimited	24 events per year, up to 2 per month, for up to 48 hours for each event. No more than 1 event per month that occupies more than 50% of the area of Town Square. All special events must be scheduled to avoid interference with any farmers' market operations.
Linear Park	Unlimited	12 events per year, up to 1 per month, for up to 48 hours for each event. All special events must be scheduled to avoid interference with any farmers' market operations.
The Gallery	Unlimited	12 events per year, up to 1 per month, for up to 48 hours for each event.
The Landing	Unlimited	12 events per year, up to 1 per month, for up to 48 hours for each event.
The Commons	Unlimited	24 events per year, up to 2 per month, for up to 48 hours for each event. No more than 1 event per month that occupies more than 50% of the area of The Commons.
OS-1	None	None
OS-2	None	None
OS-3	None	None
OS-4	Unlimited	None

OS-5	None	None
OS-6	None	None
OS-7	Unlimited	24 events per year, up to 2 per month, for up to 48 hours for each event.
OS-8	None	None
OS-9	None	None
OS-10	Unlimited	None
OS-11	None	None
Mid-Block Passages	Unlimited (provided uninterrupted pedestrian passage is maintained)	None

EXHIBIT H

Review, Permitting and Inspection of Project Open Spaces and Private Streets

1. Purpose

This Exhibit H (the “**Review and Permitting Exhibit**”) provides a framework intended to help clarify and streamline the review, permitting, and inspection of the Project Open Spaces, Private Streets (including Public and Private Utility Infrastructure), and the RNP Accessible Paths and RNP Landscaping Improvements. This Review and Permitting Exhibit is intended to facilitate an efficient permit process and to closely align with the existing City expedited permit process for standard Public Streets and Public Improvements.

Unless otherwise specified in this Exhibit F, definitions and rules of interpretation shall be as provided in the Development Agreement (the “**Agreement**”) of which this Exhibit H is a part, by and between the City and County of San Francisco, a municipal corporation, and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”).

2. General

The Project includes Privately-Owned Community Improvements and Public Improvements, all as more particularly identified in the Infrastructure Plan, the DSG and the Agreement. The Privately-Owned Community Improvements include the Project Open Spaces, the Private Streets, and Private Utility Infrastructure, all of which will remain privately-owned.

The Public Improvements include certain Public Utility Infrastructure, Public Streets, and the RNP Accessible Paths and the RNP Landscaping Improvements (described in the RPD Improvements Exhibit), that Developer will build and dedicate to City. Upon satisfactory completion in accordance with the Agreement and applicable City requirements, City will accept ownership of the Public Improvements for maintenance and liability.

All Project Open Spaces, as shown on Exhibit G attached to the Agreement, will be located on private property, with the exception of the Greenway West Plaza Improvements, which are located on the RPD Parcel and will be constructed and maintained by Developer pursuant to the Agreement and RPD Improvements Exhibit.

The Project Street Network is shown on attached Exhibit H-1 and includes both Public Streets and Private Streets. A portion of Street C (a Private Street), as shown on Exhibit H-1 as the Street C Sidewalk Improvements, is on City-owned property under the jurisdiction of RPD and will be improved and maintained by Developer in accordance with the terms of the Agreement and RPD Improvements Exhibit. Because the Street C Sidewalk Improvements will be privately owned and maintained by Developer, they are considered part of the Private Streets for purposes of this Exhibit H.

3. City Agencies' Existing Jurisdiction and Permitting Responsibilities

a. **Planning Department ("Planning").** Planning is responsible for advising other departments and agencies on any matter affecting the physical improvement and development of the City and County.

b. **Public Works ("PW").** Public Works is responsible for the design, permitting, construction, improvement, and maintenance of the public right of way. Public Works is also responsible for facilitating Acceptance of public improvements by the Board of Supervisors that will be dedicated to City by third parties. The Subdivision and Mapping division of PW reviews and approves all planned subdivisions in the City and County. The Infrastructure Task Force of PW ("**PW-ITF**") coordinates the review, permitting, and acceptance of most horizontal improvements that are part of major development agreement projects. In support of PW-ITF's responsibilities, PW's Bureau of Construction Management provides construction oversight and field support services and PW's Bureau of Engineering provides design review services.

c. **Recreation and Park Department ("RPD").** RPD manages and directs all parks, playgrounds, recreation centers and all other recreation facilities, avenues and grounds under the RPD Commission's control.

d. **San Francisco Public Utilities Commission ("SFPUC").** SFPUC operates and maintains the City potable water, waste water, electric energy, AWSS, and street lights systems. SFPUC has exclusive charge of the construction, management, supervision, maintenance, extension, expansion, operation, use and control of all water, clean water and energy supplies and utilities of the City as well as the real, personal and financial assets, that are under SFPUC's jurisdiction or assigned to SFPUC. On major development agreement projects, SFPUC typically relies on Public Works to coordinate the design review, permitting, construction oversight, and acceptance of SFPUC infrastructure.

e. **Department of Building Inspection ("DBI").** DBI is the regulatory building safety agency responsible for overseeing the effective and efficient enforcement of building, mechanical, electrical, plumbing, energy, Green Building, and housing codes for the City. In addition to issuing permits for buildings, DBI typically issues permits for other improvements that are outside of the public right of way.

4. Permit Applications for Project Open Spaces and Private Streets

For Project Open Space improvements within a Development Phase or Subphase, Developer may submit one or more plan set applications to cover a single Project Open Space or multiple Project Open Spaces. A framework for the review and permitting of those improvements is attached to this Exhibit H as Exhibit H-2.

Developer may choose to include the RNP Accessible Paths and RNP Landscaping Improvements on the same plan set application as the adjacent Project Open Space(s), and bonding for these Public Improvements may be included as part of the bond required according to the Public Improvement Agreement for the same Development Phase or Subphase.

For Private Streets, Public Streets, Private Utility Infrastructure, and Public Utility Infrastructure within a Development Phase or Subphase, Developer may submit a single plan set application covering all improvements for streamlined review and permitting. Public Works, on behalf of the City, will coordinate the review, approval, and permitting of all of these improvements together for a Development Phase or Subphase through a single Street Improvement Permit. DBI will issue an additional Administrative Permit (where required) for improvements located on private property, but will rely on Public Works to intake, review, and approve all of the horizontal improvements on behalf of the applicable City Agencies. A framework for the permitting of the Private Streets (including Public and Private Utility Infrastructure) is attached as Exhibit H-3. Bonding for these Private and Public Improvements may be included as part of the bond required according to the Public Improvement Agreement for the same Development Phase or Subphase.

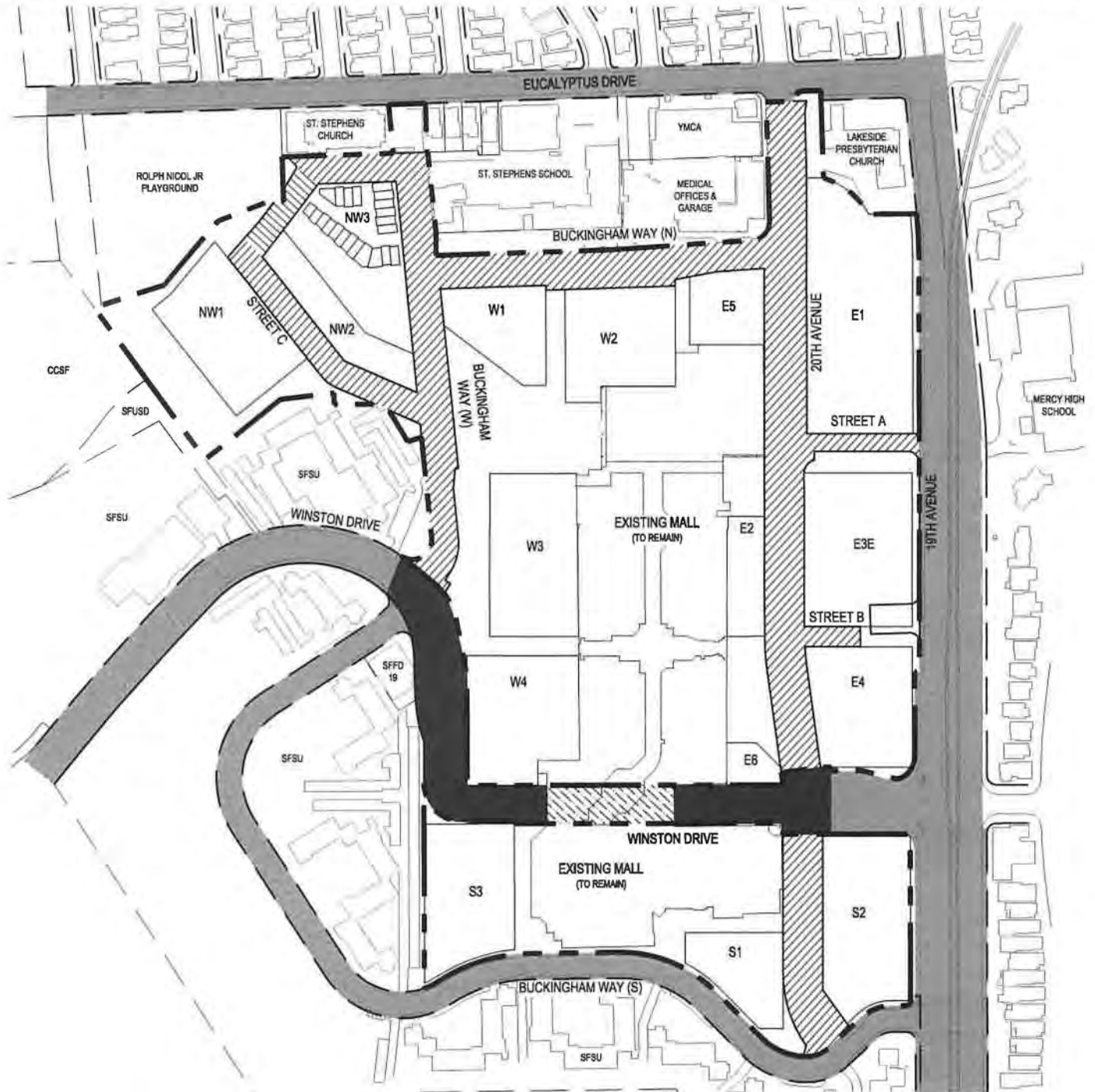
Developer will include adequate detail on the plans to show the limits of Public and Private Streets, the ownership and boundaries of Project Open Space parcels and any City-owned parcels, and the ownership of Utility Infrastructure and other improvements, in order to facilitate City Agency reviews in accordance with this Exhibit H.

The permitting processes described in this Exhibit H, including Exhibits H-2 and H-3, reflect the Parties' expected permitting process but are not binding upon them or in limitation of any provision of the Agreement or Existing Standards, and are subject to change by City Agencies, and at the request of Developer with approval of the City Agencies, as reasonably necessary to address the specific context of individual permit applications or unanticipated implementation challenges.

Exhibit H-1

Map Showing Private Streets and Public Streets

[TO BE INSERTED]



LEGEND

-  PUBLIC STREET
-  PUBLICLY ACCESSIBLE PRIVATE STREET
-  CITY UNACCEPTED STREET WITH EXISTING PRIVATE VERTICAL PARCEL OVERHEAD
-  CITY UNACCEPTED STREET

NOTE:

- (1) BUILDING ENVELOPES REFLECTED THROUGHOUT THIS PLAN ARE ILLUSTRATIVE AND SUBJECT TO CHANGE

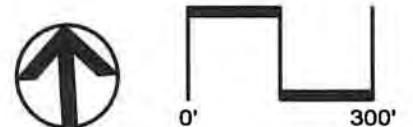


EXHIBIT H-1 - MAP SHOWING PUBLIC & PRIVATE STREETS

Exhibit H-2

Horizontal and Vertical Review, Permitting & Inspection Responsibility Matrices: Project Open Spaces, RNP Accessible Paths and RNP Landscaping Improvements

Exhibit H-2 Definitions

- **Schematic Design Review & Approval:** The schematic design review process established under the SUD (for the Project Open Spaces) and RPD Improvements Exhibit (for the RNP Accessible Paths and RNP Landscaping Improvements) requires Planning or RPD (as applicable) to confirm consistency of the schematic design review applications with the SUD, the DSG and the Development Agreement (as applicable). Schematic Design Review & Approval must be completed before construction permit applications are reviewed for the applicable RNP Accessible Paths, RNP Landscaping Improvements or Project Open Space improvements.
- **Construction Drawing Review & Approval:** Process for City to review and approve horizontal and vertical construction-related permit applications (including demolition and grading permits, building permits, site permits and addenda and revisions and Instructional Bulletins associated therewith (collectively, “**Building Permits**”) and determine consistency with Schematic Design approvals and applicable construction codes. Approval culminates in a construction permit issued by DBI. If elected by City, DBI review of Building Permits for the Project Open Spaces will include overall coordination by PW-ITF.
- **Construction Drawing Review & Comment:** Process for referral agencies (*i.e.*, City agencies not responsible for permit issuance, such as Planning, SFPUC, Fire, RPD, etc.) to review Building Permit applications and provide comments on matters within their jurisdiction and expertise.
- **Permit Issuance:** Process for City to formally approve and issue Building Permits to authorize construction work.
- **Permit Issuance of Open Space Electrical & Plumbing:** Process for DBI to issue electrical and plumbing permits for private buildings or private open space. As part of the electrical permit inspection process, applicant must obtain a “Green Tag” from DBI in order to energize electrical service.
- **Construction Inspection and Oversight:** General oversight and monitoring of the construction work in the field to ensure improvements are built according to the approved building permit plans and specifications, consistent with applicable building codes and laws. For horizontal elements within the Project Open Spaces, Public Works may perform this service on behalf of the permitting agency and provide adequate documentation and recommendation to closeout a permit. For such permits, Public Works construction inspection and oversight may include, but is not limited to: review of schedules and work plans, coordination with affected City Departments for inspection, punch list, and sign-

offs, review and approval of change orders, management of Requests for Information (RFI), review and approval of permit closeout packages, and issuances of Notices of Completeness (NOC) on behalf of the City.

Horizontal Review, Permitting & Inspection Responsibility Matrix: Project Open Spaces and RNP Accessible Paths and RNP Landscaping Improvements

	Project Open Spaces
Schematic Design Review & Approval	Planning, per process set forth in the SUD, for the Project Open Spaces* RPD, per process set forth in RPD Improvements Exhibit, for the RNP Accessible Paths and RNP Landscaping Improvements
Construction Drawing Review & Approval	DBI**
Construction Drawing Review & Comment	Planning, PW***, SFPUC****, SFFD, RPD*****, SFMTA*****
Permit Issuance	DBI
Permit Issuance of Open Space Electrical & Plumbing	DBI
Construction Inspection and Oversight	DBI or PW (<i>on behalf of DBI</i>)

* As described in the RPD Improvements Exhibit, Developer will share any design review applications containing RPD Parcel Improvements (including the Greenway West Plaza Improvements) with RPD at the time of submittal to Planning.

** At City's election, PW-ITF will manage the overall review process once DBI forwards the design submittal and will review for completeness, circulate for interagency review and comments (based on design scope), and ultimately provide an approval recommendation to DBI.

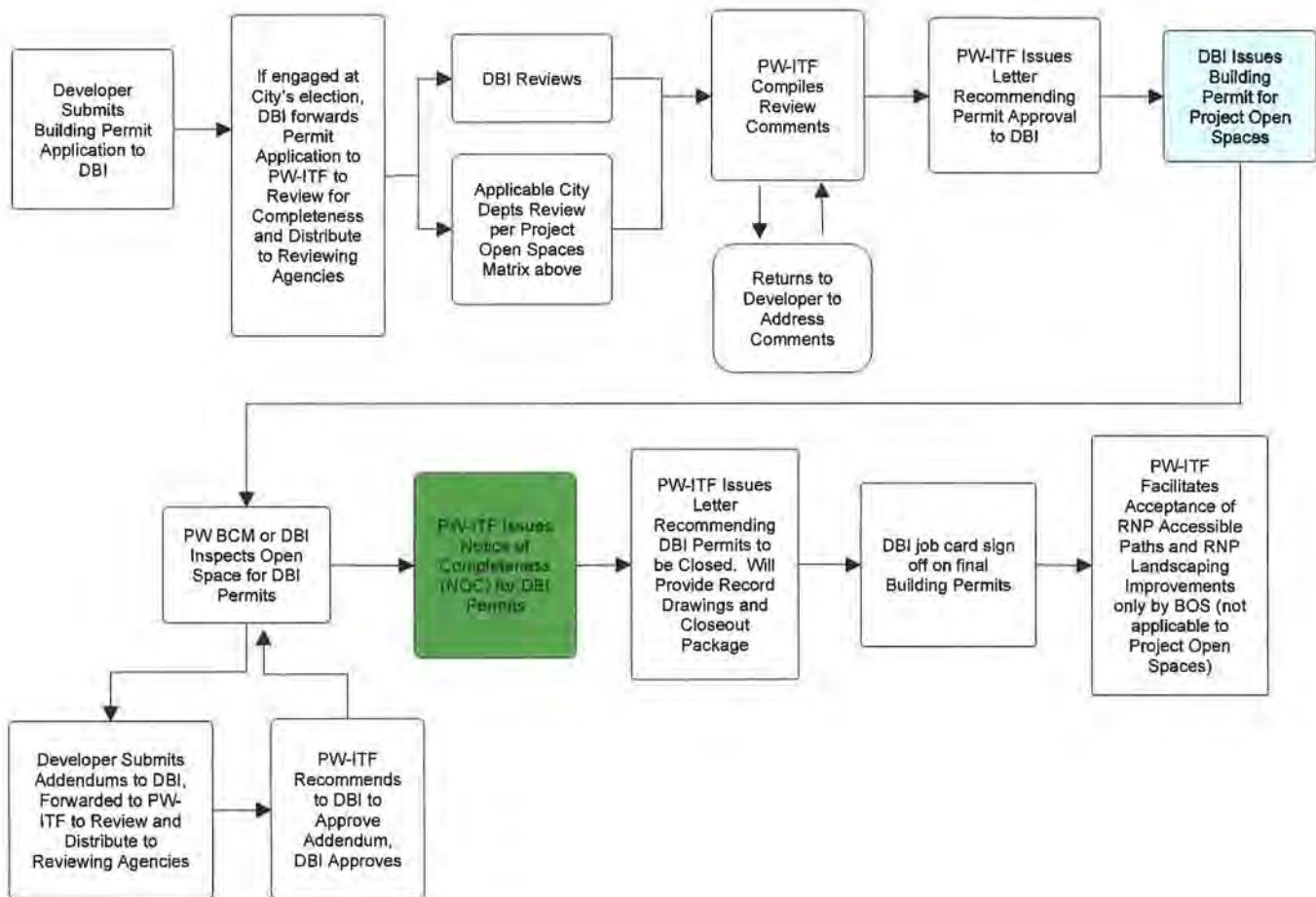
*** PW will perform a courtesy review for the permitting agency primarily by, but not limited to, the following sections: Hydraulics, Streets & Highways, Landscape Architecture, Electrical, Structural, and Disability Access Coordinator (DAC).

**** SFPUC to review water demands and stormwater management compliance for purposes of establishing water and sewer connections and associated fees. The design of privately-owned utilities or utilities owned by other City agencies shall not be reviewed by or under the purview of SFPUC.

***** RPD will review construction documents as described in the RPD Improvements Exhibit, for any RPD Parcel Improvements only (including the Greenway West Plaza Improvements).

***** SFMTA will review if there is bicycle infrastructure within the Project Open Space that ties into the City's street or bicycle network.

Process Flow Chart for Horizontal Review, Permitting, and Inspection of Project Open Spaces and RNP Accessible Paths and RNP Landscaping Improvements



Vertical Review, Permitting & Inspection Responsibility Matrix: Project Open Spaces

	Structures in Project Open Spaces <i>(e.g. retail kiosks, playground equipment etc.)</i>
Schematic Design Review & Approval	Planning, per SUD process
Construction Drawing Review & Approval	DBI
Construction Drawing Review & Comment	Planning, SFPUC*, SFFD
Permit Issuance	DBI
Construction Inspection	DBI

*SFPUC to review water demands and stormwater management compliance for purposes of establishing water and sewer connections and associated fees.

Exhibit H-3

Review, Permitting & Inspection Responsibility Matrix: Private Streets

Exhibit H-3 Definitions

- **Lead Agency for Submittal Intake and Distribution:** Agency managing the overall review process by intaking the design submittal, reviewing for completeness, and circulating for interagency review and comments (based on design scope).
- **Construction Drawing Review & Approval:** Process for PW to review and recommend approval of applications for Street Improvement Permits (SIPs), and associated permits and materials for the applicable Private Streets, including Basis of Design (BoD) and Informational Bulletins (IBs). In addition to permit issuance by PW, DBI may issue an Administrative Permit, where required.
- **Construction Drawing Review & Comment:** Process for referral agencies (i.e., City agencies not responsible for permit issuance, such as Planning, SFPUC, Fire, SFMTA, etc...) to review permit applications and provide comments on matters within their jurisdiction and expertise.
- **Permit Issuance:** Process for City to formally approve permit to authorize construction work.
- **Construction Inspection and Oversight:** General oversight and monitoring of the construction work in the field to ensure improvements are built according to the approved Street Improvement Permit plans and specifications, consistent with applicable codes and laws. For horizontal elements within the Private Streets, Public Works may perform this service on behalf of the permitting agency and provide adequate documentation and recommendation to closeout a permit. For such permits, Public Works construction inspection and oversight may include, but is not limited to: review of schedules and work plans, coordination with affected City Departments for inspection, punch list, and sign-offs, review and approval of change orders, management of Requests for Information (RFI), review and approval of permit closeout packages, and issuances of Notices of Completeness (NOC) on behalf of the City.

Review, Permitting & Inspection Responsibility Matrix: Private Streets

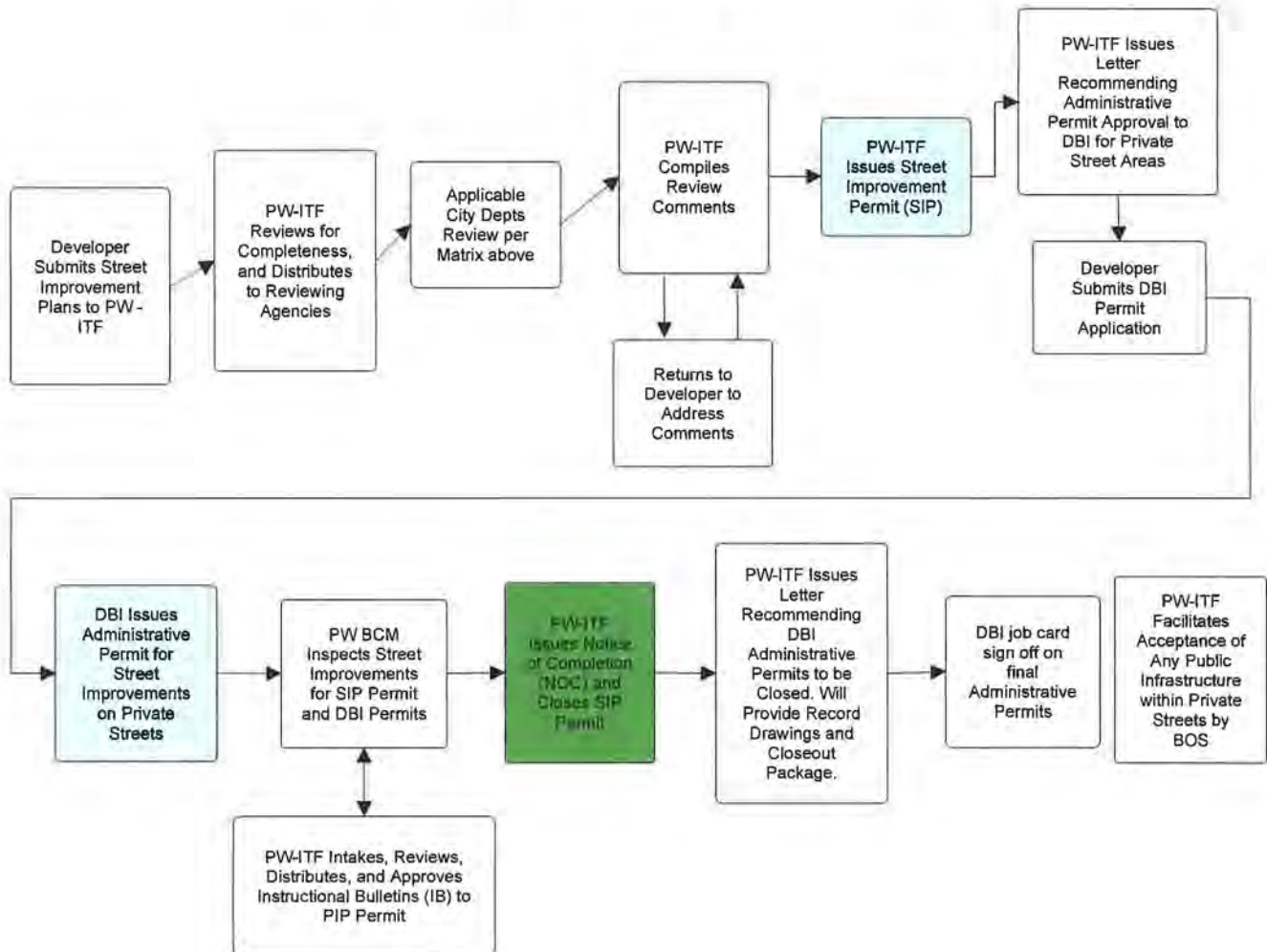
Lead Agency for Submittal Intake and Distribution	PW (as part of overall Street Improvement Permit for Phase or Subphase)
Construction Drawing Review & Approval	PW* (review and recommend approval through the Street Improvement Permit)
Construction Drawing Review & Comment	PW**, Planning, SFMTA, SFPUC***, SFFD, DBI, other agency referrals as necessary
Permit Issuance	PW (as part of overall Street Improvement Permit for Phase or Subphase) DBI (Administrative Permit)
Construction Inspection and Oversight	PW
Board Acceptance	N/A, except for any Public Infrastructure

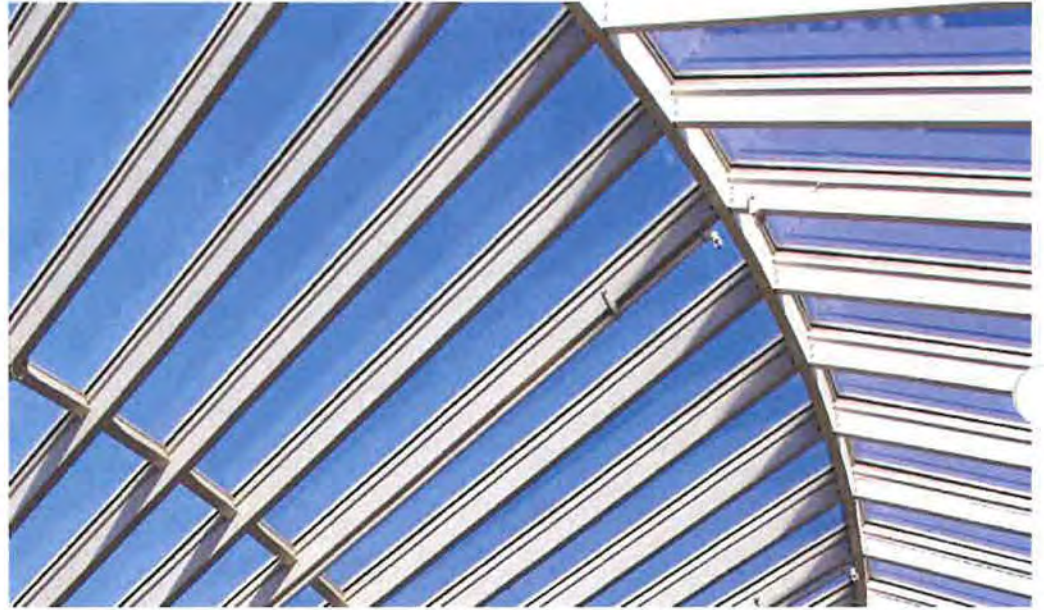
* PW-ITF will manage the overall review process by intaking the design submittal, reviewing for completeness, circulating for interagency review and comments (based on design scope), and ultimately providing an approval recommendation to the permitting agency.

** PW will perform a courtesy review for the permitting agency primarily by, but not limited to the following sections: Hydraulics, Streets & Highways, Landscape Architecture, Electrical, Structural, and Disability Access Coordinator (DAC).

*** SFPUC to review SFPUC Infrastructure only. The design of privately-owned utilities or utilities owned by other City agencies shall not be reviewed by or under the purview of SFPUC.

Process Flow Chart for Review, Permitting, and Inspection of Private Streets





STONESTOWN

Design Standards and Guidelines

April 2024

Project Sponsor

Brookfield Properties

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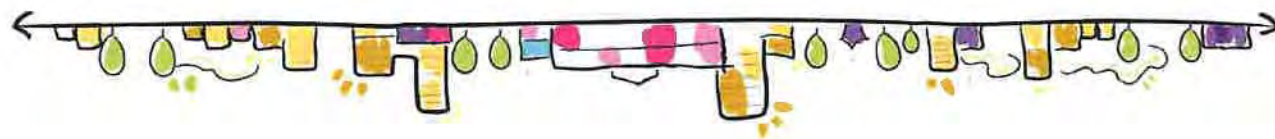


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DOCUMENT GUIDE

The Stonestown Design Standards and Guidelines (DSG) provides the vision, intent, use, character, and requirements for the future development and design of the open spaces, streets, and buildings within the Stonestown Mixed-Used Project (Project). This DSG is to be read and applied in conjunction with the Stonestown Special Use District (SUD), the Stonestown Special Sign District (SSD), the Stonestown Mixed-Use Height and Bulk District, and Project specific changes to Zoning Map ZN13 and HT13, all as set forth in the San Francisco Planning Code (collectively, the "Stonestown Planning Code Provisions").

This DSG implements the Stonestown Planning Code Provisions with more detailed and location-specific standards and guidelines. The Stonestown Planning Code Provisions and the DSG shall be read and construed together to avoid conflicts to the extent feasible. If there is an unavoidable conflict between the Stonestown Planning Code Provisions and the DSG, the Stonestown Planning Code Provisions shall prevail.

In addition to the Stonestown Planning Code Provisions, the DSG is supported by the following technical and approval documents:

- Infrastructure Plan
- Transportation Demand Management Plan
- Development Agreement, including all attachments and exhibits to the Development Agreement (collectively, the DA)
- Environmental Impact Report (EIR)
- Mitigation Monitoring and Reporting Program (MMRP)

Terms and Site Areas

- **"Project Site"**. The Stonestown Project Site refers to the approximately 30-acre site comprised of the subareas shown in Figure 1. The Project Site does not include the existing Stonestown Galleria Mall as described below. As described below, the Project Site may include the Variant Sub-Area.
- **"Project"**. The Project refers to vertical and horizontal development to be developed within the Project Site consistent with the Approvals (as defined in the DA). The Project includes improvements within the Project Site as well as within the public rights of way, including Winston Drive streetscape and sidewalks along 19th Avenue and Buckingham Way (South).
- **"Stonestown Galleria Mall"**. The Stonestown Galleria Mall refers to the existing approximately 775,000 sq. ft. Stonestown Galleria as shown in Figure 1, which is not part of the Project Site under the SUD or this DSG, but is included as part of the DA for the limited purposed set forth in the DA.
- **"Variant Sub-Area"**. The Variant Sub-Area includes the approximately 0.8-acre site containing Brave Church located at 3344 19th Avenue (Block/Lot 7595/002), which is located adjacent to Parcel E3.

Additional terms can be found in Appendix A: Glossary.

Legend

-  Project Site boundary
-  Proposed development parcels
-  3355 19th Avenue
-  Approximate location of mid-block passages and the Gallery
-  Project Open Space
-  Stonestown Galleria, excluded from the Project Site
-  Parcel nomenclature

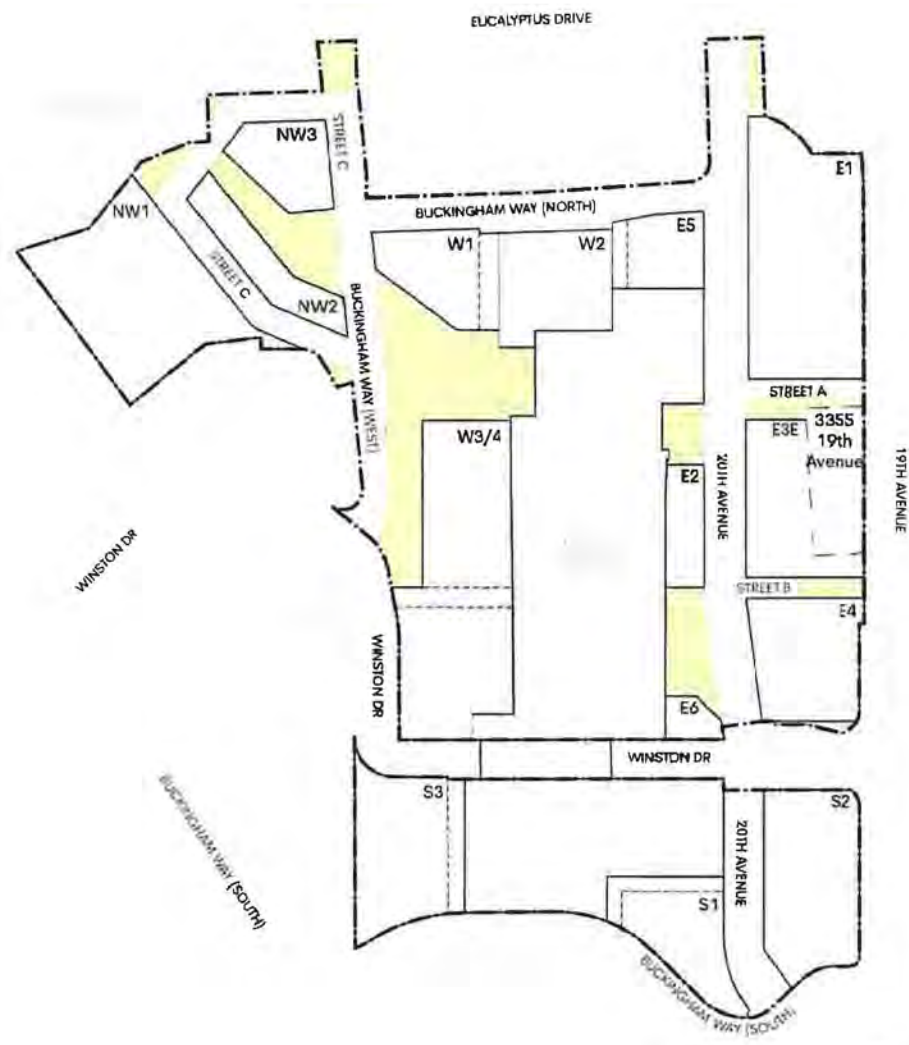


FIGURE 1: Project Site boundary

Relationship to Planning Code

The SUD provides that the SUD and the DSG shall supersede the Planning Code in its entirety, with the result that the Planning Code shall not apply in the SUD or DSG, except with respect to (1) Planning Code definitions as specified in SUD Section 249.9(e); (2) Planning Code sections adopted or amended in connection with the SUD as follows: Section 105 (Zoning Maps), Section 201 (Use Districts), Section 249.9 (Stonestown Mixed- Use Special Use District), Section 263.36 (Stonestown Mixed Use Height and Bulk District), and Section 608. [—] (Stonestown Mixed- Use Special Sign District); (3) Article 1.7 (Compliance) of the Planning Code; (4) Article 3 (Zoning Procedures) of the Planning Code; subject to the limitations set forth in the SUD; (5) Article 4 (Development Impact Fees and Project Requirements that Authorize the Payment of In Lieu Fees) of the Planning Code, subject to the limitations set forth the SUD; and (6) any other section of the Planning Code referenced in the SUD or in the DSG (but only to the extent set forth and for the purposes stated in the SUD or the DSG).

As set forth in the SUD, if there is a conflict between any provisions of the Planning Code and the SUD, this SUD shall prevail. If there is a conflict between applicable portions of the Planning Code and a standard or guideline in this DSG as of the effective date of the SUD, the standard or guideline in the DSG as of the effective date of the SUD shall prevail. If there is a conflict between the applicable portions of the Planning Code and a standard or guideline in the DSG that has been amended after the effective date of this SUD, the applicable

Planning Code provision shall prevail over such amended standard or guideline unless the SUD provides that the DSG governs that standard or guideline, in which case the DSG as amended shall prevail.

Later amendments to the code sections referenced above as applicable in the SUD shall apply where not in conflict with the SUD or DSG (as set forth above) or the DA.

Development Agreement

The DA between the City of San Francisco and project sponsor establishes the Project rights and responsibilities of each entity. Board of Supervisors Ordinance No. _____ which approved the DA ("DA Ordinance"), amends certain provisions of the Planning Code. The DA includes a number of exhibits and attachments, including but not limited to the Phasing Plan, the Affordable Housing Plan, and the Infrastructure Plan. Concurrent with the DA Ordinance, the Board of Supervisors also adopted Ordinance No. _____, approving the Stonestown Planning Code Provisions. The SUD provides that all development within the Project Site must comply with the applicable requirements of the DA for so long as the DA remains in effect for the applicable development. The DA also includes the Stonestown Galleria Mall, which is not a part of the Project Site, but is included as part of the DA for the limited purposes set forth in the DA. As noted below, the Stonestown Galleria Mall is not part of the Project Site under the SUD and this DSG.

In the event of a conflict between the terms of the DA, the Stonestown Planning Code Provisions, the DSG or the Planning Code, the DA (for so long as the DA is in effect) shall control.

Site Location

Located within San Francisco's Western Neighborhoods, the Project Site is bounded by Eucalyptus Drive and Buckingham Way (North) to the north, 19th Avenue to the east, Buckingham Way (South) to the south, and Buckingham Way (West), Rolph Nicol Jr. Playground and Winston Drive to the west, and excludes Stonestown Galleria as shown in Figure 2.

New development parcels, designated in purple, line Stonestown Galleria and front Rolph Nicol Jr. Playground, SFSU and 19th Avenue as shown in Figure 2. The Stonestown Galleria bridge parcel above Winston Drive, designated in orange, will remain as shown in Figure 2. Parcels W2, E5, S3 and S1 include mid-block passages. Parcel W3/4 includes a Primary Open Space, the Gallery. Surrounding new development parcels and Stonestown Galleria are new open spaces and streetscapes. Project Open Spaces are distributed throughout the site as standalone open spaces, as shown in Figure 2, and within new development parcels as further described in Chapter 3: Open Space.

The Variant Sub-Area may be included as part of the Project Site in accordance with the terms of the Development Agreement. If included in the Project Site pursuant to the Development Agreement, the Variant Sub-Area will be

combined with Parcel E3 to create Parcel E3E, as shown in Figure 2. Parcel E3E, including the Variant Sub-Area, has been included throughout the DSG.

Appendix B: Project scenario without Variant Sub-Area, highlights standards and guidelines applicable to Parcel E3 if the Variant Sub-Area is not included as part of the Project.

Legend

- Project Site boundary
- Proposed development parcels
- Existing Stonestown Galleria bridge parcel
- - - Approximate location of mid-block passages and the Gallery
- Project Open Space
- Stonestown Galleria, excluded from the Project Site
- ## Parcel nomenclature

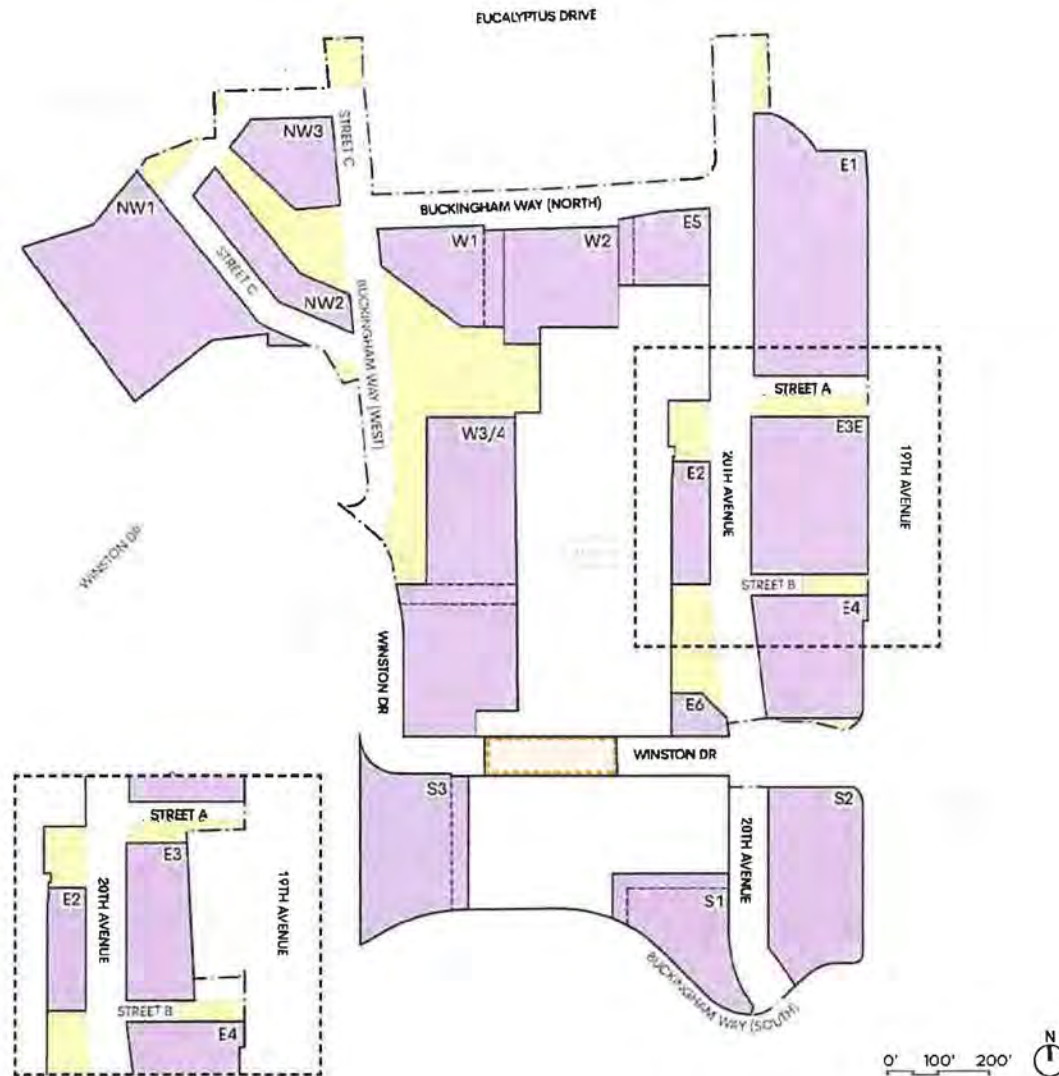


FIGURE 2: Site location

Design Standards and Guidelines

When using this DSG to determine Project consistency as required by the SUD, the following rules of use and interpretation apply:

Standards

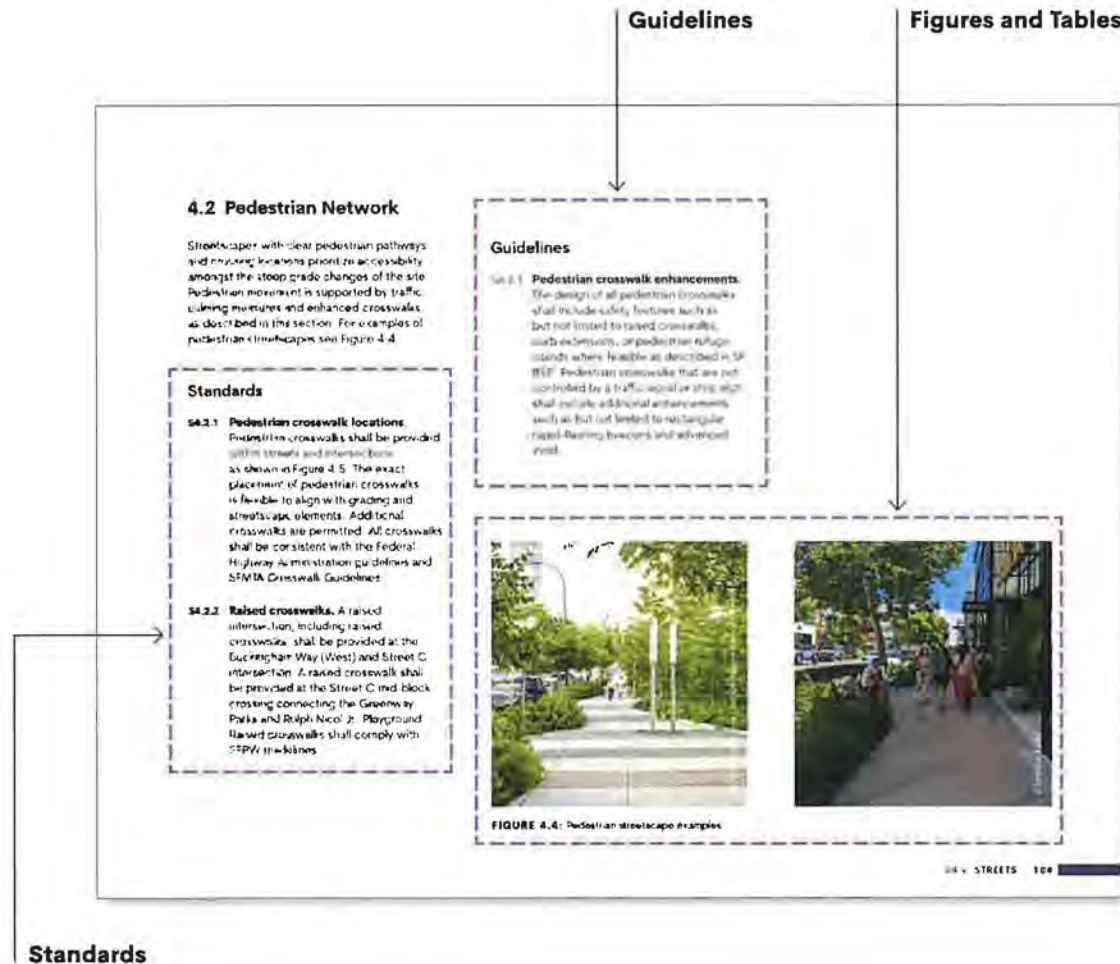
Standards are quantifiable or objective requirements applicable to all new construction. Compliance with standards is mandatory, but standards are subject to modification by either the Planning Commission or Planning Director pursuant to the Major and Minor Modification process set forth in the SUD.

Guidelines

Guidelines are qualitative and subjective requirements applicable to all new construction. Compliance with guidelines is mandatory, but guidelines are subject to modification by the Planning Director pursuant to the Minor Modification process set forth in the SUD.

Figures and Tables

Numbered consecutively according to their respective chapters, figures and tables describe and visualize standards and guidelines. All figures depicting the Project Site and open space parcels are approximations. Parcel boundaries, including new construction and open space parcels, are approximate and are subject to modifications through, and will be finalized as part of the Subdivision process for the Project.



Section Introduction

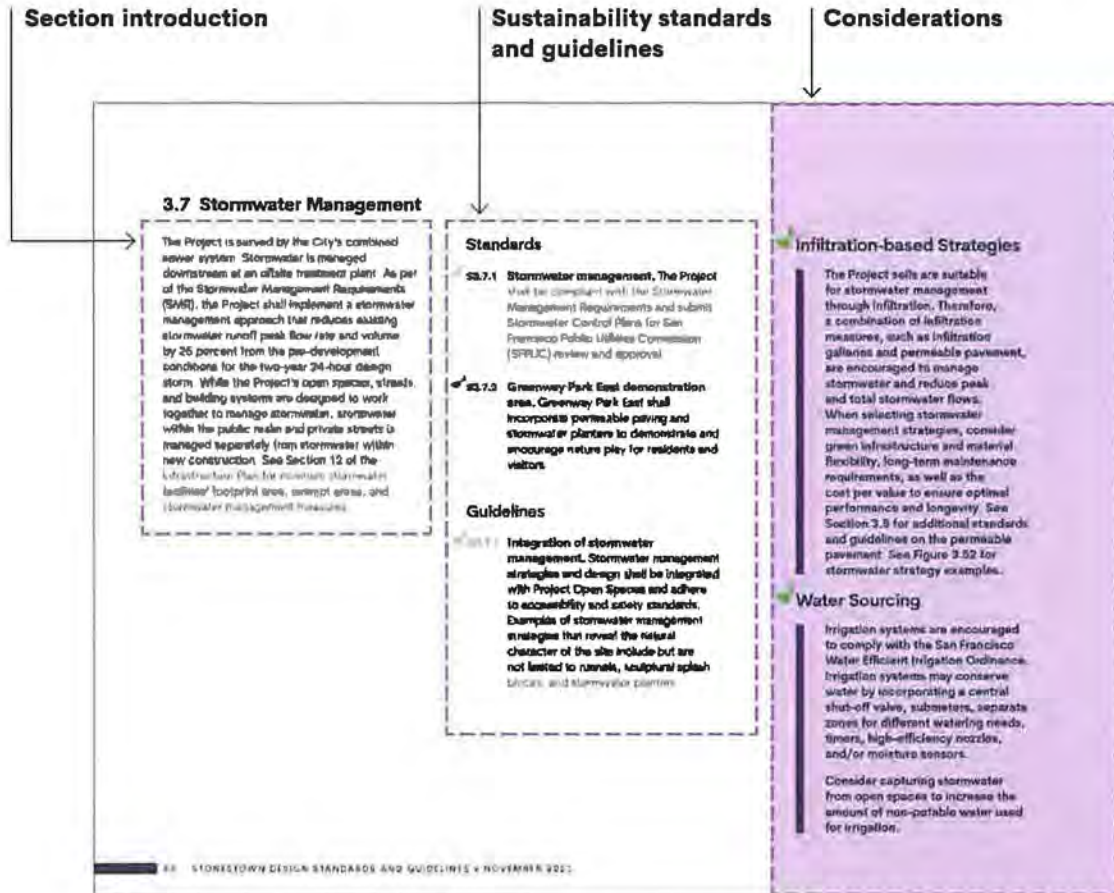
Where included, introductory text provides an overview of the standards and guidelines to follow but is not itself a standard or guideline.

Sustainability standards and guidelines

Standards and guidelines pertaining to sustainability are integrated throughout the DSG and indicated with a green leaf as shown here. Appendix D: Sustainable Neighborhood Framework summarizes the sustainability standards and guidelines within the DSG.

Considerations

Considerations provide best practice recommendations on topics including but not limited to environmental comfort, sustainable design practices, and intergenerational design. Compliance with considerations is not required.



Interpretation

In the event of an ambiguity or of circumstances not specifically provided for in this DSG, in addition to authorities granted the Planning Director in the SUD, the Planning Director shall also have the authority to interpret the intent of the standards and guidelines contained herein. Any such interpretation of the DSG should consider future technological advances in building, open space, and street design.

Development Process

The development process for the Project is established in the SUD and the Development Agreement. The following summary provides an overview of the development process. The summary is provided for convenience only and is not intended to be comprehensive. Nothing herein is intended to affect or change any of the underlying laws or documents (including the Development Agreement and the Stonestown Planning Code Provisions), all of which shall control in the event of a conflict with this summary.

The Project will be developed in Phases in accordance with the Development Agreement, including the Phasing Plan attached thereto as Exhibit [F]. Before construction of vertical or horizontal development within each Phase (other than grading, demolition or site preparation work), the Planning Department must review and approve a Development Phase Application for the applicable Phase in accordance with the Development Phase Applications Review Procedures attached to the Development

Agreement as Exhibit [K]. In addition, the City's Department of Public Works must approve a tentative subdivision or tentative parcel map that covers the portion of the applicable Phase within which the proposed vertical or horizontal development will occur (unless a tentative subdivision map application covering all or substantially all the Project Site has previously been approved in accordance with the Development Agreement).

Following approval of a Development Phase Application and tentative map(s), the approval process for vertical and horizontal development within each Phase is as follows.

Buildings and Open Space

Proposed plans for Buildings and Project Open Space will be subject to the following planning and building permit approvals:

- Approval of design review applications for Buildings and Project Open Space within the Phase, including any Minor Modification or Major Modifications (if required), in accordance with the SUD. As described in the SUD, design review applications that require no modification or a Minor Modification will be subject to review and approval by the Planning Director. Design review applications requiring a Major Modification will require approval by the Planning Commission.
- Approval of Conditional Use Permits if required for an applicable use, will be processed in accordance with the SUD.
- Issuance of Building Permits by DBI (or where applicable on public streets, DPW).

Infrastructure

Infrastructure plans will be subject to the requirements of the Agreement, including the Infrastructure Plan and Processing Chart attached as exhibits to the Development Agreement.

Issue-Specific Requirement Implementation and Monitoring

The design review process will serve as the implementation and monitoring vehicle for the Planning Department to determine compliance with Building-specific requirements established under the Development Agreement, including applicable Associated Community Benefits.

Mitigation Measures

The Project's approvals include a Mitigation Monitoring and Reporting Programs ("MMRP"). The MMRP's Mitigation Measures help to reduce or mitigate environmental issues identified in the Project EIR. Compliance with these Mitigation Measures for each phase will be documented in the associated Development Phase Application, and (where applicable) for specific Buildings in the associated design review application. In addition to the monitoring and enforcement provisions set forth in the MMRP with respect to certain measures, compliance with Mitigation Measures will also be reported in the annual Development Agreement report, as required by state law.

Parking

The SUD establishes parking maximums for residential and non-residential uses within the Project Site. It is the intent of the SUD and this DSG that at full build-out of all parcels in the Project Site, the total number of off-street parking spaces within the Project Site shall not exceed the applicable aggregate maximum parking cap specified in the SUD. The maximum aggregate parking cap shall not apply to individual Buildings or parcels but shall be considered cumulatively for the Buildings within the Project Site at full build out, as set forth in the SUD and Development Agreement. Each Development Phase Application will describe the parking anticipated for the Phase as a whole, and each design review application will specify the parking that is proposed for each new building on site and the cumulative number of off-street parking spaces previously approved. Shared parking may be implemented to meet overall parking needs.

Parking may be constructed and assigned for use by one use, then subsequently reassigned to another use in the future. For example, a parking garage may be built that initially provides shared parking for 300 residential parking spaces and 200 replacement parking spaces for the Stonestown Galleria Mall. Subsequently, a new residential building could be built, and those 200 replacement parking spaces could be reassigned to the new

residential building. This would mean that the Stonestown Galleria Mall would either have 200 fewer parking spaces available for its use or those 200 spaces could be provided elsewhere on site. This reassignment of parking is allowed, provided that the Project does not provide more parking than is allowed per the aggregate parking maximums defined in this SUD.

Project Open Space¹

As part of the Project, the Developer is required to construct various parks and open space improvements by certain milestones, as described in the Phasing Plan Exhibit to the DA. Each development phase application will document the proposed development's compliance with the Phasing Plan's requirements for delivery of Project Open Space.

Affordable Housing Plan²

The DA includes an Affordable Housing Plan Exhibit, which implements the affordable housing requirements applicable to the Project, and addresses affordability and household income limits, phasing, milestones, and alternative means of compliance with the on-site affordable housing requirements. Each Development Phase application will document the proposed development's compliance with the Affordable Housing Plan, as required by the Affordable Housing Plan.

Notes:

¹ Language subject to finalization of the Phasing Plan Exhibit to the DA.

² Language subject to finalization of the Phasing Plan and Affordable Housing Plan Exhibit to the DA.



Aerial illustration of the Project
© Design Build

PROJECT VISION

1

**FROM RETAIL CENTER TO TOWN
CENTER 3**

**DRAWING INSPIRATION
FROM PLACE 5**

LEARNING FROM PEOPLE..... 9

DESIGN MOVES 11

CHAPTER OVERVIEWS 19

FROM RETAIL CENTER TO *town center*

Stonestown Galleria is a retail center and community anchor that provides shopping and dining destinations in San Francisco's western neighborhoods. It draws high school students, SFSU students, young families, seniors, and long-time San Francisco residents. The Project imagines a future in which Stonestown expands beyond a retail galleria to become a civic town center that is integrated into the neighborhood.

The Project is designed to deliver substantial housing with a range of types, strengthen multimodal connections, provide a variety of new open spaces, and expand on Stonestown Galleria with diverse retail and programming.



FIGURE 1.1: Photo from Stonestown Galleria looking towards Rolph Nicol Jr. Playground, 2023



FIGURE 1.2: Illustrative visualization of Town Square looking from Stonestown Galleria towards Rolph Nicol Jr. Playground

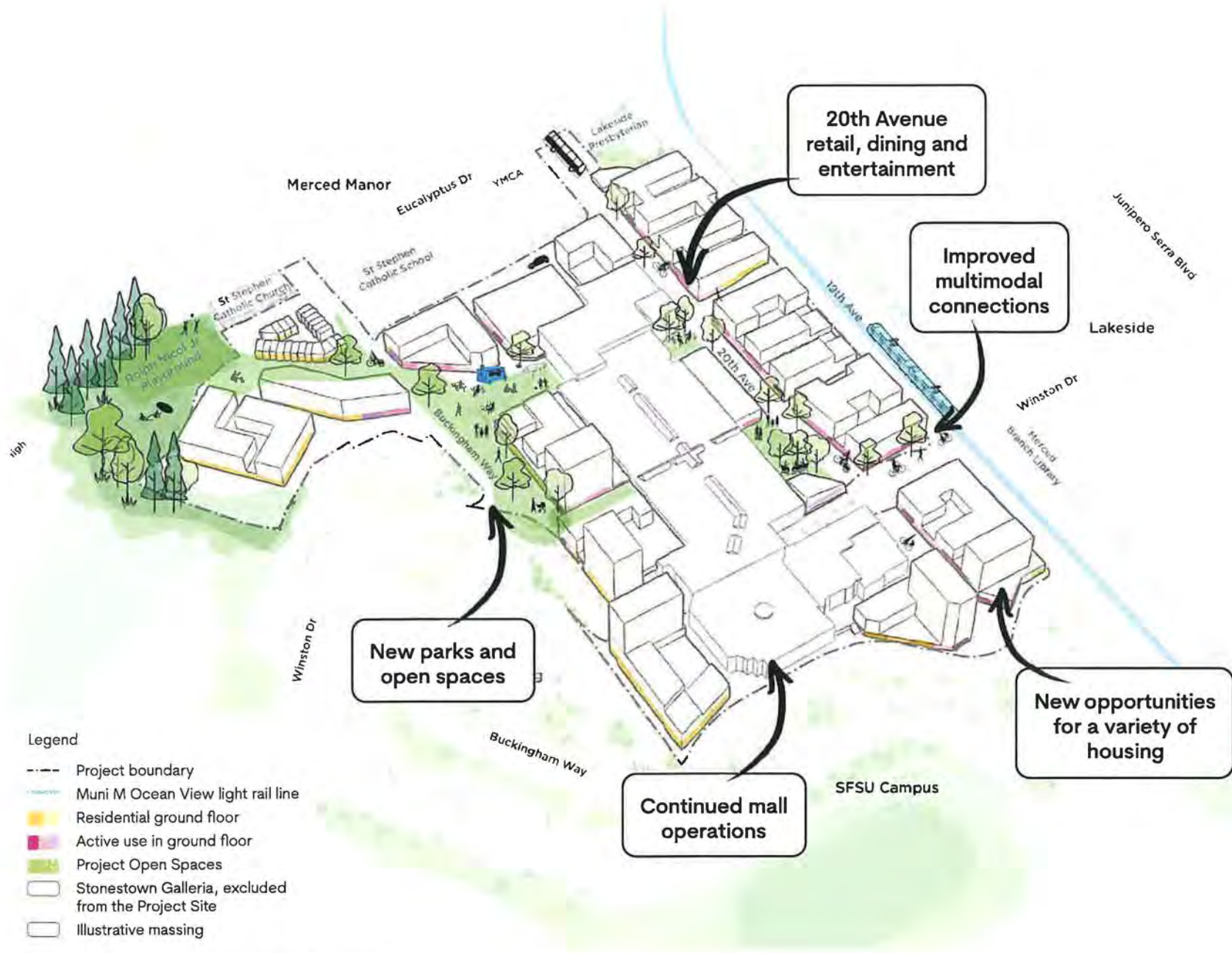


FIGURE 1.3: Illustrative representation of the Project

DRAWING INSPIRATION FROM *place*

The Project draws inspiration from the local neighborhood's character, ecology, diversity, and cultural backgrounds.

The Project transforms a regional retail destination into a town center that is rooted in the character of western San Francisco. The transformation is grounded in the realities of the Project's context and climate as described in the following pages of this section.



FIGURE 1.4: Scenes from San Francisco western neighborhoods

A Retail Destination and a Neighborhood Amenity

Located at the junction of the M Ocean View light rail line and major vehicular and bicycle networks, Stonestown Galleria attracts visitors from all over the region. The majority of those who visit Stonestown Galleria commute from beyond the adjacent neighborhoods.

As both a retail destination and a neighborhood amenity, Stonestown Galleria has a mix of community-serving offerings in addition to anchor retail stores, including grocery stores, specialty food retailers, a cinema, large department stores, and medical facilities.

The Project transforms the site by reimagining approximately 27 acres of surface parking into places to live, work, and gather with improved connections by foot, bike, transit, and vehicle.

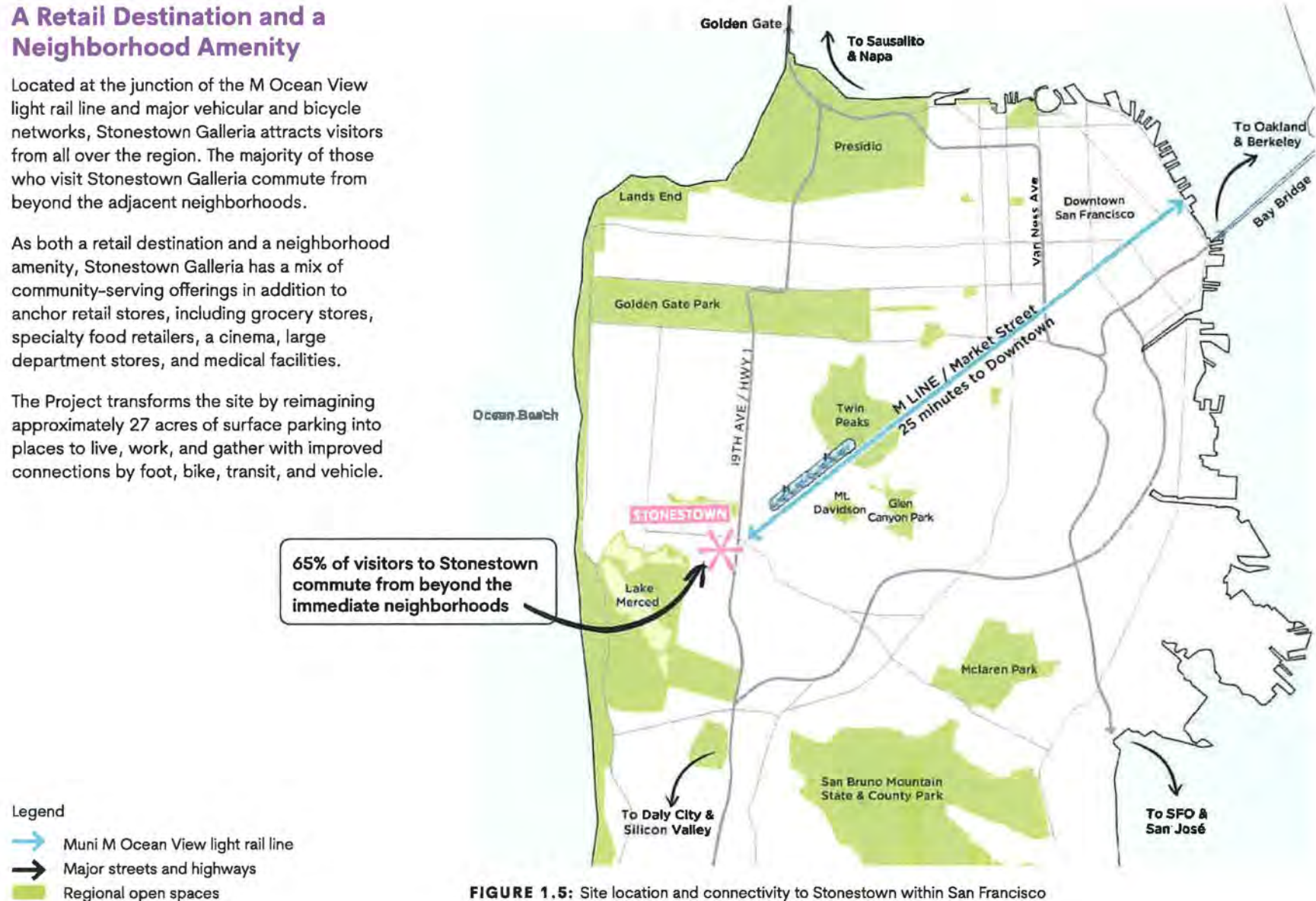


FIGURE 1.5: Site location and connectivity to Stonestown within San Francisco

Where Neighborhoods Meet "Big Nature"

The Project sits at a location where neighborhoods, institutions, and "big nature" meet. The surrounding neighborhoods are composed predominantly of housing, complemented by amenities including schools, churches, medical offices, a university, a library, and a fire station. Expansive open spaces, or "big nature", like Lake Merced and Ocean Beach are minutes away via trails or streets. Despite the diverse mix of uses and regional open spaces within proximity to the site, the public realm design currently prioritizes single-occupancy vehicle trips and lacks housing choices and density as found in other areas of the city. The Project provides the opportunity and scale to bridge that need and provide a walkable, bikeable, mixed-use neighborhood.

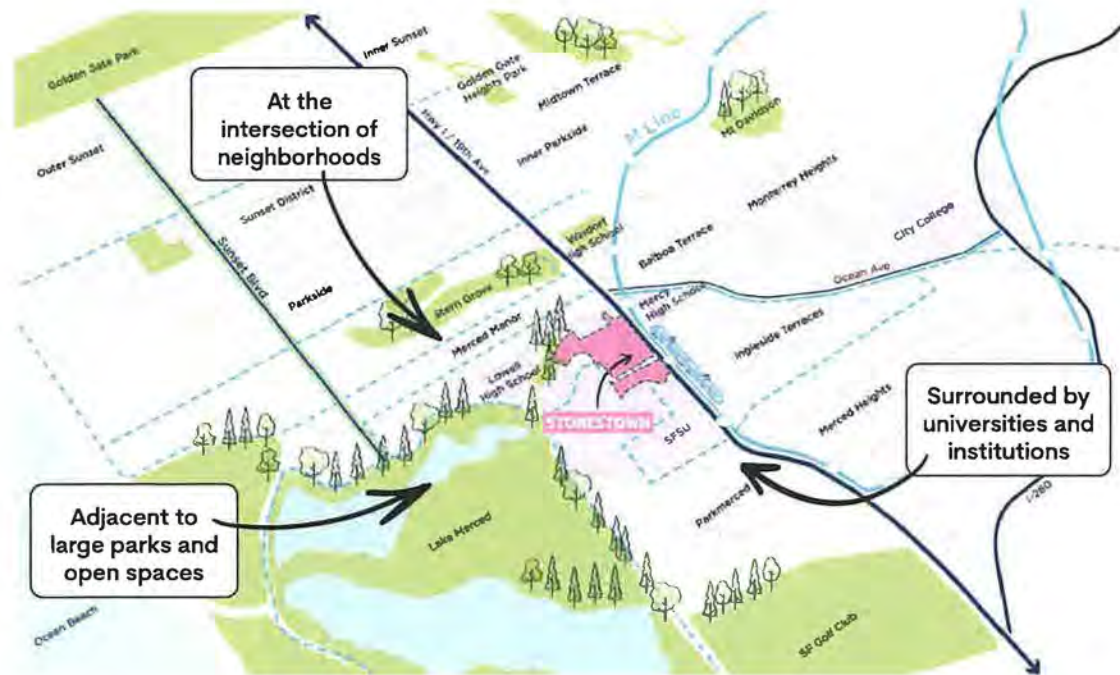


FIGURE 1.6: Site location in the western neighborhoods

Legend

Project Site boundary	Local streets	Regional open spaces
Muni M Ocean View light rail line	Bike paths, lanes, and separated bikeways	Institutions
Major streets and highways		



SFSU



Lake Merced



Lakeshore



**Rolph Nicol Jr.
Playground**

FIGURE 1.7: Surrounding open spaces, institutions, and neighborhoods

Envisioned as a "City Within a City"

In the 1950s, the Stoneson brothers, Henry and Ellis, planned Stonestown Galleria with aspirations to create a "city within a city" – an open-air promenade with large retail anchors, neighborhood-serving amenities, programming, and events – built in combination with new apartment buildings, that have since been incorporated into SFSU's campus. At the time of completion, Stonestown Galleria was the nation's fourth-largest apartment and shopping center development.

This Project builds on this vision of a "city within a city" by adding more housing choices and a suite of new retail and neighborhood-serving uses for everyday needs connected by a network of multimodal streets and open spaces linked to transit.



Stonestown aerial view



Stonestown grand opening

WATCH FOR OPENING

"STONESTOWN"

The City Within A City

Location: 19th Avenue and Winston Avenue

To Have:
Modern three to nine Story Apartment Buildings and the most modern and largest stores and shops.

To Be:
San Francisco's Largest, Finest and Most Modern Shopping Center.

STONESON BROS.
3455 NINETEENTH AVENUE

© Western Neighborhoods Project
- stonestown-ad-1948

Stonestown announcement

FIGURE 1.8: Historic photographs from 1958 of Stonestown Galleria

LEARNING FROM *people*

Engagement Process

The Project's vision and design is informed by four years of community engagement. Engagement began in 2019 with in-person workshops and conversations.

In 2019 the Project began engaging with the community using various methods to meet people where they are and remove barriers for participation including virtual and outdoor workshops, presentations, and tours. Both digital and analog materials were provided in the top three languages spoken in the neighborhood: English, Spanish and Cantonese.

Over four years, the engagement process involved 27 neighborhood organizations encompassing different ethnicities, ages groups and income levels, such as faith-based entities, neighborhood associations, schools, small businesses, students at SFSU and seniors from nearby neighborhoods including those at the Stonestown YMCA Senior Center.

The engagement process identified priorities for the community and set the following themes that guide the framework plan:

- **Housing belongs here**
- **Relate to the neighborhood character**
- **Create safe connections**
- **Maintain convenient parking and manage traffic flows**
- **Range of amenities that go beyond retail**

The Stonestown Community Working Group was formed in the fall of 2020 and was composed of members who represent the immediately adjacent neighborhoods and institutions including SFSU; Stonestown Family YMCA; St. Stephen Church and school; West of Twin Peaks Central Council; Lakeshore, Ingleside Terrace, Lakeside, Merced Manor, Balboa Terrace neighborhoods.

The Stonestown Community Working Group provided insight on the proposed framework plan, Design Standards and Guidelines, community benefits, and community outreach programs.

1,000+ Neighborhood
Conversations



Public workshop, October 2019



Workshop at YMCA, December 2019



Online engagement on Neighborland

FIGURE 1.9: Engagement with community



Guided walking tours, 2019 - ongoing



Sunday farmers' market,
November 2019 - ongoing



Virtual concept plan
presentation, March 2021

Diverse Tools and Methods of Engagement
with City and Community

Involved 27+
Neighborhood
Organizations



Open house, September 2021



Informational kiosk, 2021

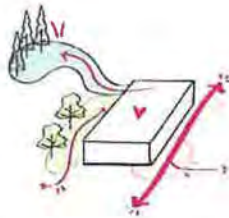
DESIGN *moves*

The Project is rooted in five key design moves that guide development and create experiences unique to its location:

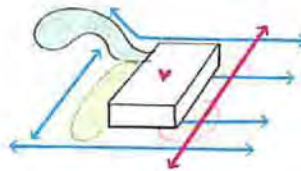
**Draw the Inside
Out to Host
Public Life**



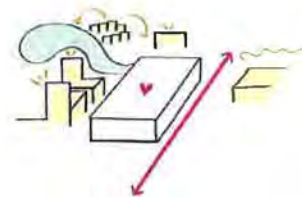
**Create a
Network of
Complementary
Open Spaces**



**Strengthen
Connections
to the
Neighborhoods**



**Design for
Experience at
All Scales**



**Complete the
Town Center
with a Mix of
Housing**

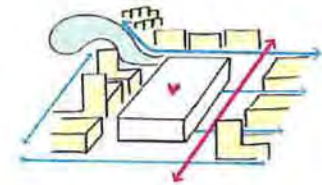


FIGURE 1.10: Conceptual illustrations of the five key design moves

Draw the Inside Out to Host Public Life

Stonestown Galleria has changed over the years from an open-air promenade lined with storefronts in 1952 to an enclosed multi-level mall in 1987. In the 2000's, double sided storefronts that open onto 20th Avenue were added. Stonestown Galleria's offerings continue to evolve with the changing landscape of retail, repositioning storefronts as neighborhood-serving uses that complement the anchor retail stores, specialty food options, and entertainment.

The Project builds on this evolution by shifting indoor-facing activities outward to the public realm. First, through straightening and redesigning 20th Avenue — currently a circulator for parking — as a new retail-lined main street with safe and efficient access to transit. 20th Avenue fronts two of the main entries to Stonestown Galleria and adds an open-air counterpart to the mall's interior experience.

To draw people across the site and through the interior of Stonestown Galleria to new parks and existing transit connections, east-west pedestrian connections are enhanced with plazas and open spaces located at Stonestown Galleria's entries. The energetic flow of activity and people from within Stonestown Galleria is drawn outward and made more visible. These four open spaces and plazas are anchored at each entrance of the mall and further surrounded with additional active uses and housing as described in subsequent sections.

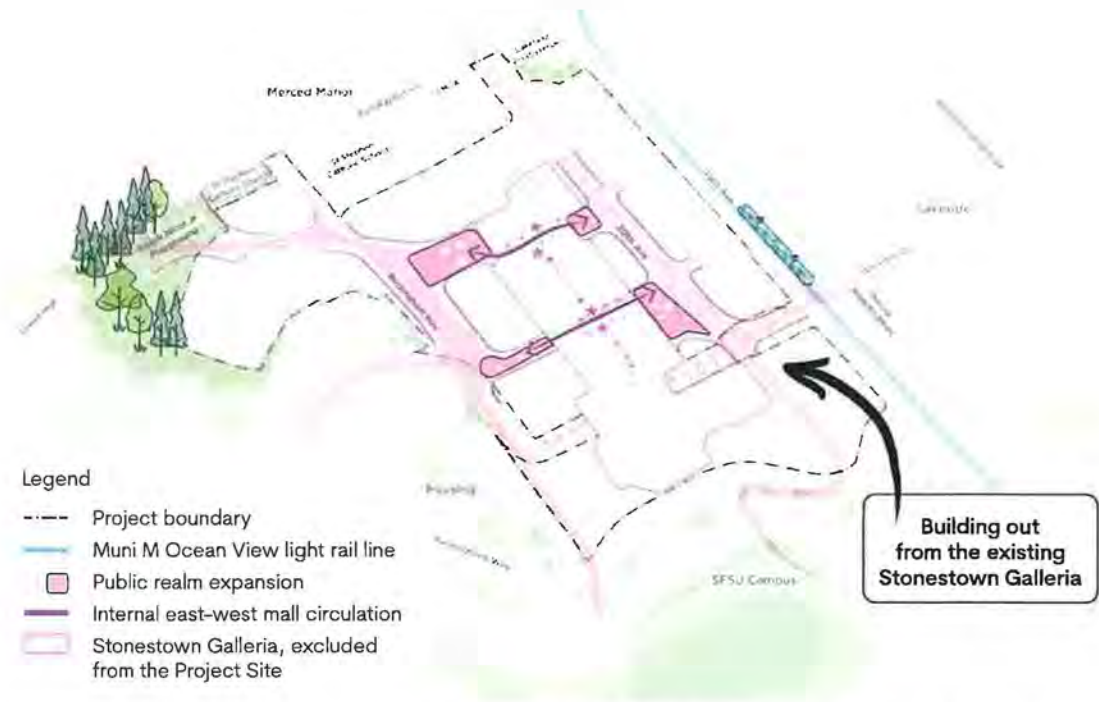


FIGURE 1.11: Conceptual representation of the Stonestown Galleria experience expanding into the public realm



1952: Open-air pedestrian promenade



1987: Renovation into an indoor shopping mall



2000s: Addition of external retail storefronts

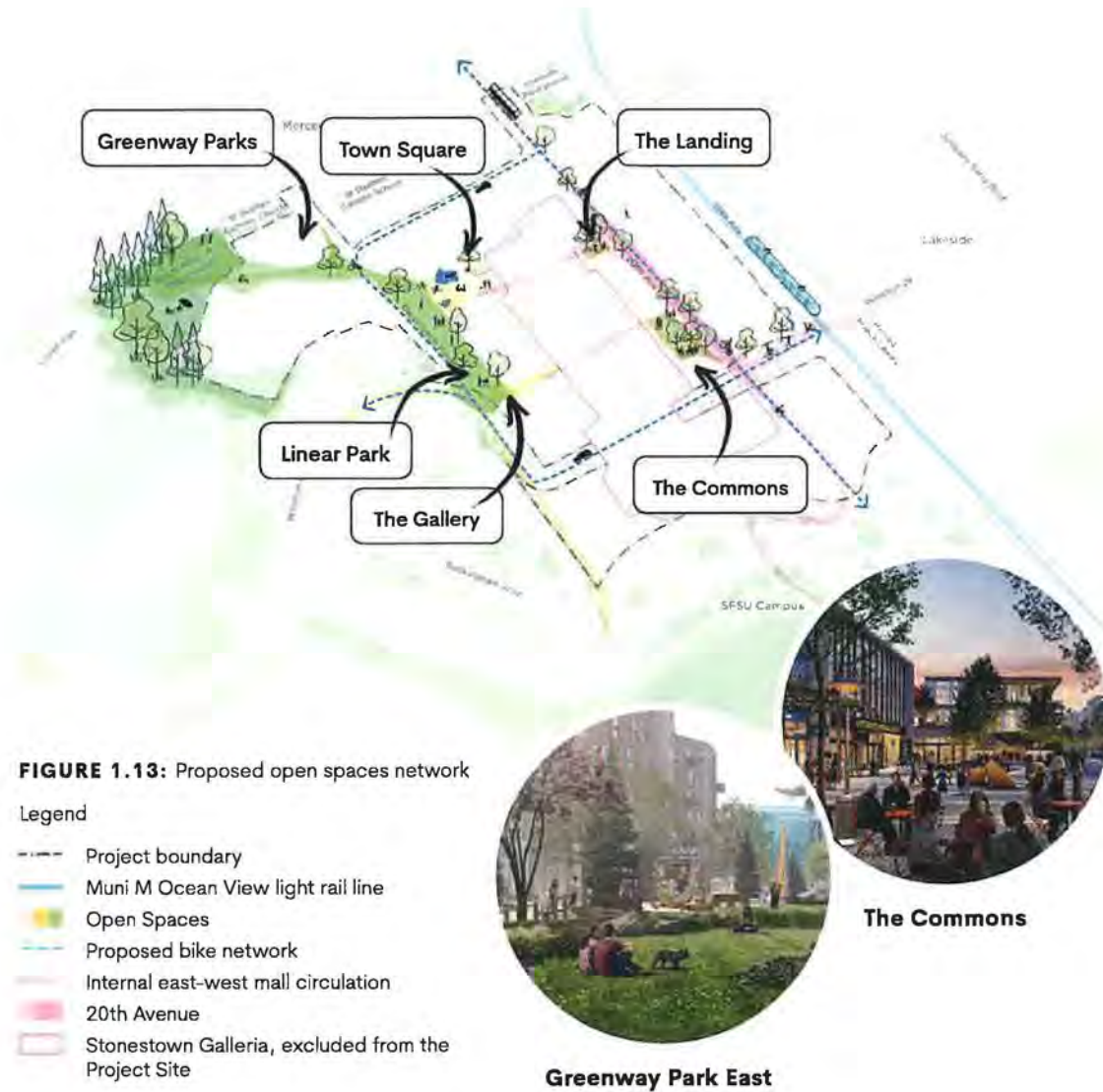
FIGURE 1.12: Stonestown Galleria evolution from an open-air galleria, to an indoor galleria, to an external experience

Create a Network of Complementary Open Spaces

Each edge of the site abuts a different context: from a state highway and MUNI stop to a university, to single family homes, churches, and a public park. The Project reinforces this variety and specificity with open spaces that range in character.

Plazas along 20th Avenue are more urban in character, with well-defined edges and surrounded by retail and active uses. Open spaces along the west draw from the natural and wooded qualities of the surrounding areas and are lined with housing and neighborhood-serving uses. The west side's contiguous open spaces provide opportunity for larger gatherings including markets and events.

Open spaces are connected by pedestrian paths, sidewalks, and a protected bicycle network and offer a mix of amenities to serve visitors and neighbors alike. Open spaces complement one another in scale, character, program, and function, creating a connected network across the Project.





**Greenway Parks
(East and West)**

0.9 acre



Linear Park

0.6 acre



Town Square

1.4 acre



The Gallery

0.2 acre



The Landing

0.2 acre



The Commons

0.5 acre



From immersive greenery...

...to active urban plazas.

FIGURE 1.14: Diagram showing the Project's range of open spaces

Strengthen Connections to the Neighborhood

The site is a gap in the City's bicycle and pedestrian network. The Project's street design links to the surrounding neighborhoods, institutions, and adjacent open spaces by foot, bicycle, and transit. The Project's circulation network improves vehicular access within the site while also rebalancing the streetscapes to host more pedestrian, recreational, and social activity.

The people-oriented network is further diversified through the interplay of small and large blocks, with a finer grain of mid-block passages and trails breaking up the scale of large blocks.



FIGURE 1.15: Proposed street and open space network

Legend

- Project boundary
- Muni M Ocean View light rail line
- Open Spaces
- Pedestrian network
- Proposed bike network
- Street network
- Internal east-west mall circulation
- 20th Avenue
- Stonestown Galleria, excluded from the Project Site



20th Avenue

Design for Experience at all Scales

The site design sets the foundation for varied building forms with a mix of block sizes and massing rhythms. The Project is proposed as a predominantly mid-rise neighborhood with specific areas that decrease or increase in height to respond to the site's topography and contextual heights. Townhomes and other lower-height buildings are located adjacent to schools, churches, and Rolph Nicol Jr. Playground. Taller buildings are proposed along the edges of the SFSU student campus with heights from 150 to 190 feet. Towers are positioned and oriented to contribute to a dynamic skyline and maximize neighborhood views to the ocean.

Through designing for both the neighborhood views into the site and pedestrian experiences within the site, the Project design considers experiences at all scales.

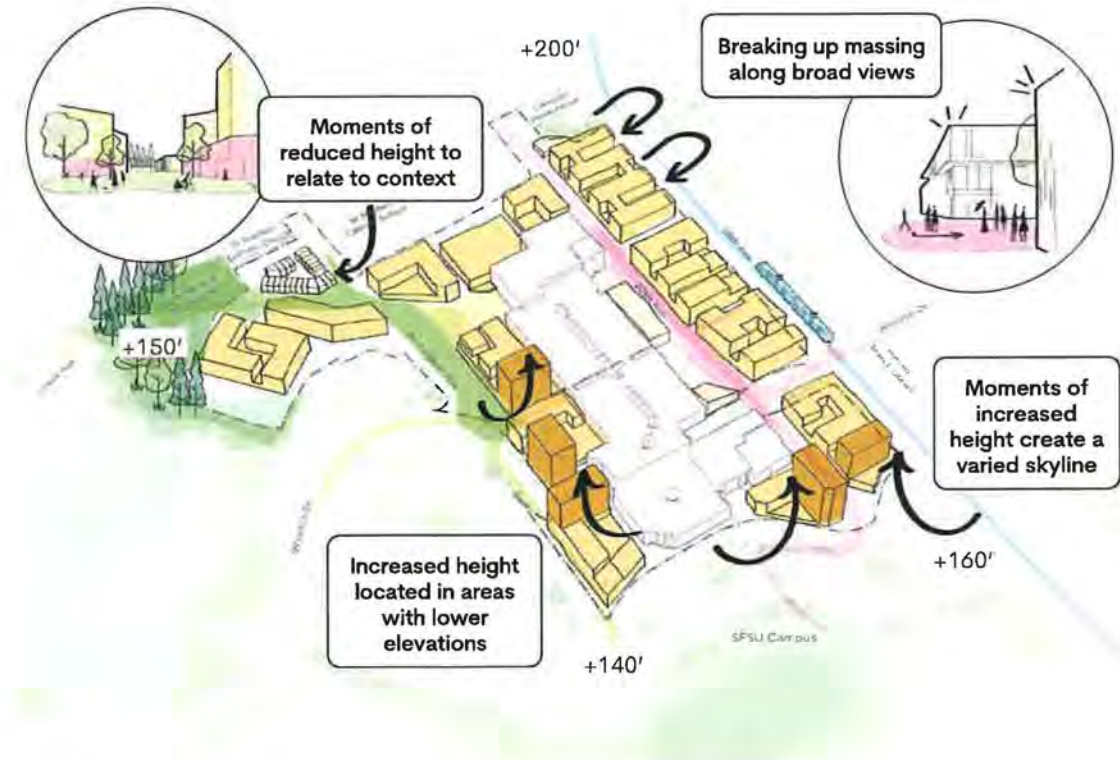


FIGURE 1.16: Illustrative representation of the Project's massing form and height

Legend

- Project boundary
- Muni M Ocean View light rail line
- Open Spaces
- Buildings up to 2-4 floors
- Buildings up to 8 floors
- Buildings up to 14-18 floors
- 20th Avenue
- Stonestown Galleria

Complete the Town Center with a Mix of Housing

The Project presents a rare opportunity to provide substantial housing in the western neighborhoods. The Project provides a mix of housing types to serve the diverse needs of seniors, students, families, and empty nesters.

About two-thirds of the site is currently dedicated to surface parking. The Project transforms this area into a true mixed-use town center – new housing makes up nearly half of the site, complemented with new parks, plazas, and offices completing the new town center.



FIGURE 1.17: Stonestown before

Legend

- Stonestown Galleria, excluded from the Project Site
- Landscape
- Streets
- Parking

FIGURE 1.18: Illustrative representation of the Project

Legend

- Stonestown Galleria, excluded from the Project Site
- Open spaces
- Residential
- Non-Retail Sales and Service and Institutional
- Streets
- Standalone parking garage

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CHAPTER *overviews*



Land Use

This chapter describes the land uses and programming of the Project. Land use standards and guidelines permit a diverse mix of active uses throughout the site in addition to housing. Additional standards clarify the Project's approach to auxiliary structures in open spaces, and ground floor frontage requirements.



Open Space

This chapter provides guidance for a connected, green, and intergenerational open space network. The standards and guidelines provide the framework for the open space network including primary open spaces, secondary open spaces, and mid-block passages. This chapter includes site-specific guidance for the design of each open space as well as project-wide guidance for planting, stormwater management, materials, and furnishing.



Streets

This chapter takes a people-first design approach to enable multiple ways of moving efficiently within and across the site. Design guidance set requirements for pedestrian bicycle, transit, and parking and loading facilities. This chapter additionally includes controls for street planting and biodiversity, paving materials, street furnishings, and soils in addition to illustrative street designs.



Buildings

The chapter sets the envelope of the buildable areas by defining permitted buildable zones, maximum building heights, and requirements on building streetwall and key corners. In addition, the controls in this chapter govern articulation, preferred materials, ground floor treatments, roofs, and parking and loading. The Project incentivizes variety in architectural design by specifying tailored controls for townhomes, mid-rise buildings, and towers. This guidance requires building design to respond to the site context and consider visual impacts from near and afar.



Lighting and Signage

This chapter provides an overview of controls for lighting and signage in the public realm as well as for buildings. The standards and guidelines support wayfinding while enabling a sense of place and a welcoming destination anchored by Stonestown Galleria.

Stonestown Gateway

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LAND USE

2

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2.1 Project Zoning and Land Uses

The surface parking lots and existing structures surrounding Stonestown Galleria will be transformed into a mixed-use district, providing places to live, play, work and gather.

The Project provides substantial new housing that lines Stonestown Galleria, 19th Avenue, SFSU and Rolph Nicol Jr. Playground. In addition to new housing, the Project provides uses that complement and diversify what is offered within Stonestown Galleria. Land uses include Residential, Institutional, Retail Sales and Services, Non-Retail Sales and Services, Recreation, Arts and Entertainment, Automotive, Industrial, Utility and Infrastructure, and Agricultural as set forth in Table 2.1, Table 2.2, and Table 2.3. The permitted land uses described in this DSG are consistent with the SUD.

Zoning

Stonestown Galleria will maintain C-2 zoning as shown in Figure 2.1 with exception of Parcels E5 and S3 which envision new development of portions of the mall. New construction and open spaces surrounding Stonestown Galleria are zoned as S-MU (Stonestown mixed-use). While the following diagrams illustrate the general location and site of Project open spaces, the specific boundaries will be finalized as part of the subdivision mapping process. All areas cataloged as Project open spaces are privately owned, publicly accessible open spaces.

Legend

- S-MU zoning district
- C-2 zoning district (Stonestown Galleria, excluded from the Project Site)

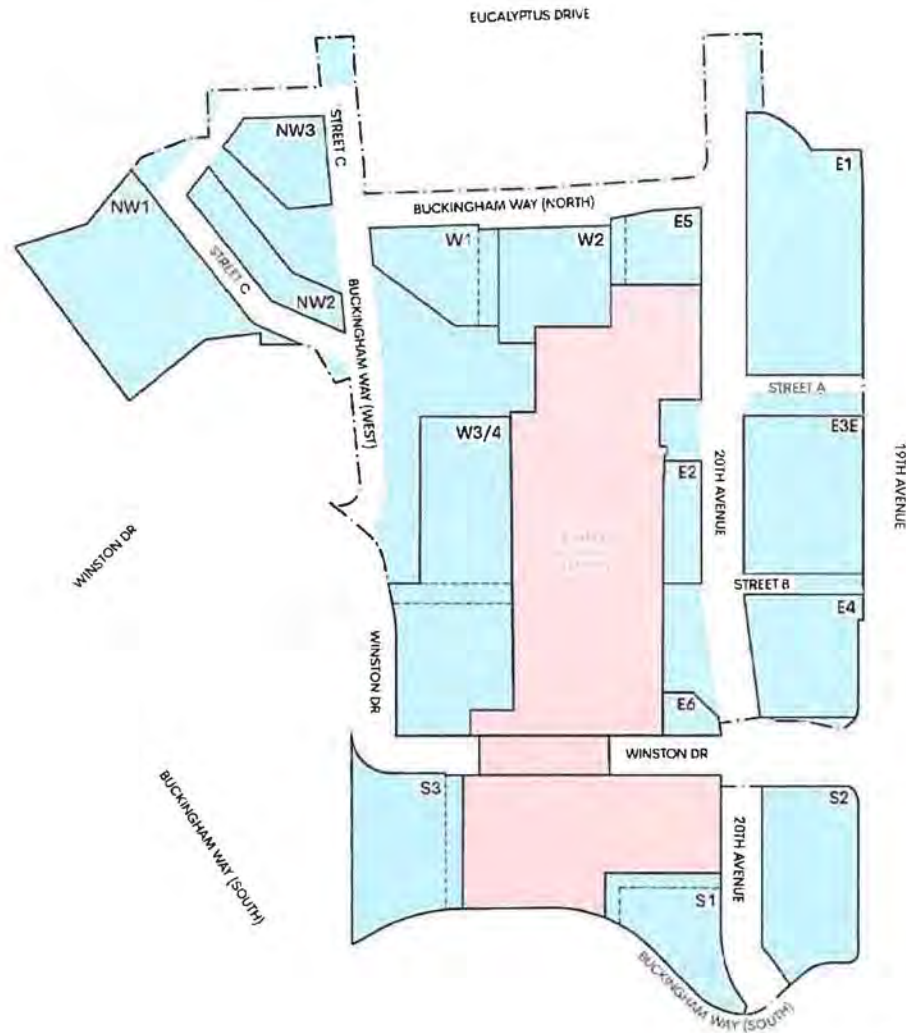


FIGURE 2.1: Zoning plan

Primary Open Spaces

The Project includes seven Primary Open Spaces: The Commons, The Landing, Town Square, Linear Park, The Gallery, Greenway Park East, and Greenway Park West as shown in Figure 2.2. Primary Open Spaces create the core of the Project's open space network. See Chapter 3: Open Space for further design intents, standards, and guidelines for Primary Open Spaces. See Section 5.2 for permitted reconfiguration of the Greenway Park East.

Legend

- Primary Open Spaces
- 1 The Commons
- 2 The Landing
- 3 Town Square
- 4 Linear Park
- 5 The Gallery
- 6 Greenway Park East
- 7 Greenway Park West

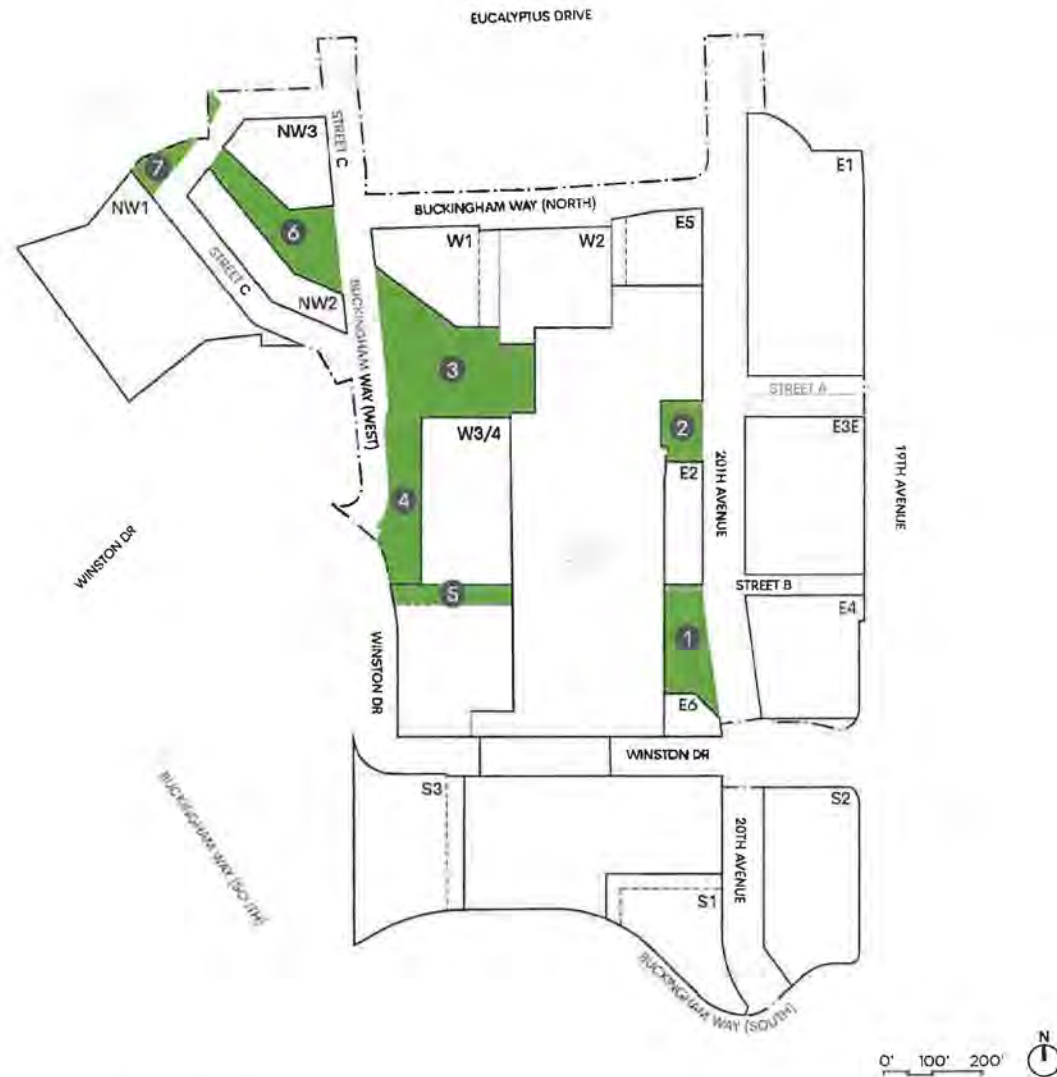


FIGURE 2.2: Primary Open Spaces

Predominant Land Uses

The land use distribution is predominantly residential, as shown in Figure 2.3, with a mix of non-residential and active uses throughout the ground and lower floors. The residential typologies range from lower density townhomes to higher density multi-family housing, creating a range of density and character in the Project.

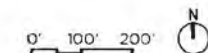
To allow for future flexibility and evolution of uses and definitions, Table 2.1, Table 2.2, and Table 2.3 reference broad categories of land use or use characteristics consistent with definitions included in Planning Code Article 1 and denote specific uses within each category that are either permitted, not permitted, or conditionally permitted per parcel.

Legend

- Residential
- Institutional
- Non-Retail Sales and Service
- Open space
- Residential or standalone parking garage



FIGURE 2.3: Predominant land uses



Standards

S2.1.1 S-MU land use. Predominant land uses, as shown in Figure 2.3, use characteristics, and additional land uses shall be permitted as listed in Table 2.1, Table 2.2, and Table 2.3.

S2.1.2 Auxiliary structures and uses in Primary Open Spaces. Primary Open Spaces are limited to open spaces as shown in Figure 2.2. Auxiliary structures including kiosks, and structures are permitted in Primary Open Spaces as set forth below.

One auxiliary structure up to 200 square feet in size is permitted per Primary Open Space and up to two auxiliary structures are permitted within The Commons and Town Square, one of which shall have a maximum of 200 square feet in size and the second up to 350 square feet in size. All auxiliary structures in Primary Open Spaces shall have a maximum height of 15 feet.

Permitted uses within Primary Open Spaces, including structures, include:

- Eating and drinking use - restaurants may serve beer, wine, or hard liquor
- Temporary uses and intermittent activities
- Arts activities and spaces
- Nighttime entertainment
- Outdoor activity areas
- Entertainment

- Neighborhood Agriculture

In addition to the permitted auxiliary structures listed above, public restrooms are permitted in all Primary Open Spaces up to 200 square feet in size and shall not exceed 15 feet in height. In addition to the permitted restrooms within open spaces, there are restrooms located near Primary Open Spaces but outside of the Project Site boundary, including the Stonestown Galleria.

Interim or temporary uses are permitted within Primary Open Spaces as set forth in the SUD.

TABLE 2.1: S-MU permitted land uses per parcel

P: Permitted use on all levels except rooftops

C: Conditional use

NP: Non-Permitted use

PERMITTED USE CATEGORY	E1	E2	E3E**	E4	E5	E6	W1	W2	W3/4	S1	S2	S3	NW1	NW2	NW3	OPEN SPACE
Residential Uses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	NP
Institutional Uses*	P(1)	P	P(1)	P(1)	P(1)	P	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(2)
Residential Care Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	NP
Community Facility and Private Community Facility	P(3)	P	P(3)	P(3)	P(3)	P	P(3)	P(3)	P(3)	P(3)	P(3)	P(3)	P(3)	P(1)	P(1)	NP
Retail Sales and Services Uses*	P(1)	P	P(1)	P(1)	P(1)	P	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(2)
Bar and Eating and Drinking Use	P(4)	P	P(4)	P(4)	P(4)	P	P(4)	P(4)	P(4)	P(4)	P(4)	P(4)	P(4)	P(1)	P(1)	P(2)
Hotel	C	C	C	C	C	C	C	C	C	C	C	C	C	NP	NP	NP
Non-Retail Sales and Services Uses*	P(3)	P	P(3)	P(3)	P(3)	P	P(3)	P(3)	P(3)	P(3)	P(3)	P(3)	P(3)	P(1)	P(1)	NP
Catering; Storage, Commercial; Storage, Wholesale; Wholesale Sales	P(1)	P	P(1)	P(1)	P(1)	P	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	NP
Recreation, Arts and Entertainment Use*	P(1)	P	P(1)	P(1)	P(1)	P	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(2)
Livery Stable and Sports Stadium	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Open Recreation Area	NP(4)	P	NP(4)	NP(4)	NP(4)	P	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	P(1)	P(1)	P(2)

Notes:

* Not listed below.

** The SUD shall not become operative as to the entirety of Parcel E3E, until the occurrence of a specified condition set forth in Section 7 of the ordinance in Board File No. _____, enacting Section 249.9 of the SUD.

(1) NP above the third floor.

(2) Subject to S2.1.2.

(3) C above the third floor.

(4) P on rooftops.

(5) P as provided for as an interim use or as an existing permitted use as set forth in the SUD.

(6) P as provided as an accessory use as set forth in 249.9(f)(6)(b) of the SUD.

Land uses are consistent with definitions included in Planning Code Article 1.

TABLE 2.2: S-MU permitted land uses per parcel continued

P: Permitted use on all levels except rooftops

C: Conditional use

NP: Non-Permitted use

PERMITTED USE CATEGORY	E1	E2	E3E**	E4	E5	E6	W1	W2	W3/4	S1	S2	S3	NW1	NW2	NW3	OPEN SPACE
Automotive Uses*	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Automotive Sale/Rental; Automotive Service Station; Automotive Wash	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	NP
Fleet Charging; Electric Vehicle Charging Location	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	NP
Parking Lot, Private and Parking Lot, Public	NP(5)	NP(5)	NP(5)	NP(5)	NP(5)	NP(5)	NP(5)	NP(5)	NP(5)	NP(5)	NP(5)	NP(5)	NP(5)	NP(5)	NP(5)	NP(5)
Parking Garage, Public and Parking Garage, Private	NP(6)	NP(6)	NP(6)	NP(6)	NP(6)	NP(6)	NP(6)	P(4)	NP(6)	NP(6)	NP(6)	P(4)	NP	NP	NP	NP
Vehicle Storage Garage	NP	NP	NP	NP	NP	NP	NP	P	NP	NP	NP	P	NP	NP	NP	NP
Industrial Uses*	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Agricultural and Beverage Processing 1; Manufacturing, Light; Automobile Assembly; Metal Working	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	NP
Utility and Infrastructure Uses*	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP
Wireless telecommunications Services Facility; Internet Service Exchange; Utility Installation	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP
Agricultural Uses*	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P(2)
Neighborhood Agriculture	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	NP(4)	P(2)

Notes:

* Not listed below.

** The SUD shall not become operative as to the entirety of Parcel E3E, until the occurrence of a specified condition set forth in Section 7 of the ordinance in Board File No. _____, enacting Section 249.9 of the SUD.

(2) Subject to S2.1.2.

(3) C above the third floor.

(4) P on rooftops.

(5) P as provided for as an interim use or as an existing permitted use as set forth in the SUD.

(6) P as provided as an accessory use as set forth in 249.9(f)(6)(b) of the SUD.

Land uses are consistent with definitions included in Planning Code Article 1.

TABLE 2.3: S-MU permitted use characteristics per parcel

P: Permitted use on all levels except rooftops

N/A: Not applicable

PERMITTED USE CHARACTERISTIC	E1	E2	E3E**	E4	E5	E6	W1	W2	W3/4	S1	S2	S3	NW1	NW2	NW3	OPEN SPACE
Residential Use Characteristic	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	NP
Commercial Use Characteristic*	P(1)	P	P(1)	P(1)	P(1)	P	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(2)
Hours of Operation and Maritime Use	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Notes:

*Not listed below.

** The SUD shall not become operative as to the entirety of Parcel E3E, until the occurrence of a specified condition set forth in Section 7 of the ordinance in Board File No. _____, enacting Section 249.9 of the SUD.

(1) NP above the third floor.

(2) Subject to S2.1.2.

Use characteristics are consistent with definitions included in Planning Code Article 1.

2.2 Ground Floor Uses

To promote walkable, accessible, and welcoming places, ground floor Active Uses are distributed throughout the Project with the greatest concentration along Primary Open Spaces and 20th Avenue. For additional requirements on building design of the ground floor, see Chapter 5: Buildings.

Standards

S2.2.1 Ground floor uses. Each ground floor frontages as indicated in Figure 2.4 shall be occupied by any of the qualifying uses as indicated in Table 2.4 and the percentages as listed below:

- **Priority Retail Frontage:** A minimum of 80 percent of the length per frontage shall be occupied by any of the qualifying Active Uses, composed of a minimum of 50 percent of the length per frontage occupied by any of the Priority Retail Uses and the remaining 30 percent of the length per frontage occupied by any of the Active Uses.
- **Retail and Service Frontage:** A minimum of 50 percent of the length per frontage shall be occupied by any of the Retail and Service Uses.
- **Active Frontage:** A minimum of 50 percent of the length per frontage shall be occupied by any of the Active Uses. Standalone parking garages are exempt from the Active Frontage requirement. See Section 5.17 for standards and guidelines

applicable to standalone parking garages.

Qualifying uses shall mean any principal, conditional, or accessory use as specified in Table 2.4, that by its nature does not require non-transparent walls fronting streets and open space or involves the storage of goods or vehicles.

Percentage of qualifying frontages shall be measured in plan against the length of the overall ground floor frontage.

S2.2.2 Land use key corners. Ground floors highlighted as key corners in Figure 2.4 shall include spaces for Active Uses as indicated in Table 2.4 within 30 linear feet from the corner of the building.

See Section 5.4 for additional design standards for key corners.

Supporting Health and Wellness

Ground floor active uses present an opportunity for building amenities that focus on wellness and provide spaces for community gatherings. Where possible, ground floors should incorporate amenities for health and wellness that may include community kitchens or meeting rooms, fitness rooms visible from the public realm, and bicycle storage rooms that are visible and accessible to streets or open spaces.

TABLE 2.4: Qualifying ground floor uses by use type

● Qualifying ground floor use

PERMITTED USE CATEGORY	QUALIFYING GROUND FLOOR USES BY USE TYPE		
	PRIORITY RETAIL USES	RETAIL AND SERVICE USES	ACTIVE USES
Residential	● Limited to Hybrid Residential Uses (1) not including Non-Retail Sales and Services or Industrial Uses	● Limited to building lobbies and Hybrid Residential Uses	● Including building lobbies, Hybrid Residential Uses, spaces accessory to residential uses, such as fitness or community rooms, and residential units. To qualify as an Active Use, residential units shall include a stoop, patio, or at-grade entrance as described in Chapter 5: Buildings.
Institutional		●	●
Retail Sales and Services	●	●	●
Non-Retail Sales and Services (Including Office uses)		●	●
Recreation, Arts and Entertainment	●	●	●
Automotive		● Limited to Automotive Sale/Rental	● Limited to Automotive Sale/Rental
Industrial		● Limited to Agricultural and Beverage Processing 1	● Limited to Agricultural and Beverage Processing 1

Notes:

(1) Hybrid Residential Use shall be defined as set forth in Section 249.9 of the SUD.



FIGURE 2.4: Ground floor uses

Legend

- ▬ Priority Retail Frontage
- ▬ Retail and Service Frontage
- ▬ Active Frontage
- ▬ Key corners

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Stonestown Town Square
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OPEN SPACE

3

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OVERVIEW

The open spaces connect the site into the surrounding neighborhood fabric and provide places for residents, neighbors, visitors, and workers to relax, enjoy, and gather.

Open spaces bridge from the Muni M-line station at 19th Avenue and Winston Drive to Rolph Nicol Jr. Playground, as shown in Figure 3.1, and provide a variety of experiences that complement the existing neighborhood amenities.

Open spaces are guided by three design drivers, as illustrated on the following page.

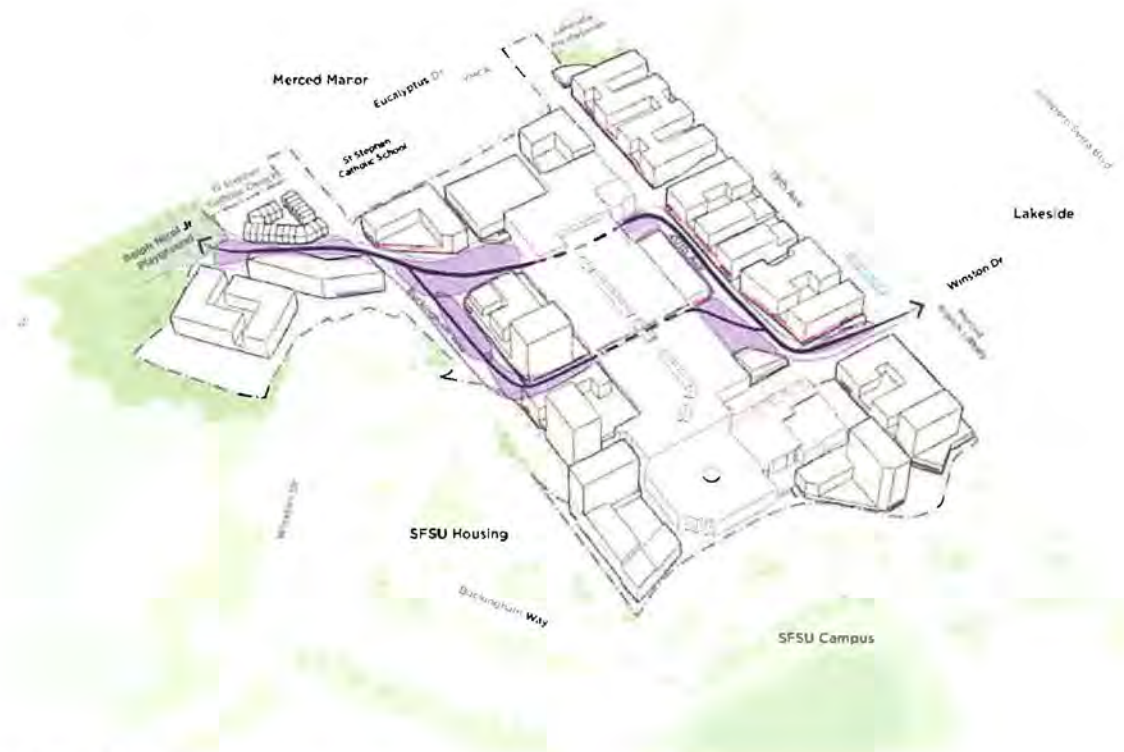


FIGURE 3.1: Connected open space experience

Legend

- Property line
- Muni M Ocean View light rail line
- Public realm connection
- Stonestown Galleria interior circulation
- Public realm
- Stonestown Galleria, excluded from the Project Site
- New construction parcels

Design Drivers



Intuitive Connections

- **Connect to the neighborhood.** To create pedestrian-oriented connections with the existing context, plazas and parks are located at each entry to the Project. These arrival moments provide visual and physical connections and create welcoming experiences.
- **Connect the new town center.** New open spaces, ranging in character and size, are connected by walking paths, trails, and bicycle facilities to form a network of memorable public places. To draw people across the site and through Stonestown Galleria, existing east-west connections are enhanced with open spaces located at the Galleria entries.



Immersive Nature

- **Transform pavement to habitat.** Pavement is converted into functional and ecologically beneficial landscapes that enhance the natural experiences of the open space.
- **Plant native and biodiverse species.** The Project's planting strategies maximize biodiversity building on region's diverse native planting palette and encourage ecological stewardship.



Human-centered Approach

- **Prioritize accessibility.** Open spaces prioritize access and inclusion of different ages and abilities to enjoy—from carefully grading the topography, to incorporating varied types of seating.
- **Provide environmental comfort.** To address the cool climate of San Francisco's western neighborhoods in proximity to the Pacific Ocean, open spaces are designed to maximize sunlight and warmth.

OPEN SPACE NETWORK

Open Space Character Zones

Character Zones are applied to the open spaces based on how they relate to and complement the adjacent context. The three Character Zones, Urban, Transition, and Neighborhood, also deliver distinct open spaces—each catering to the different needs and activities of residents, visitors, workers, and neighbors. The Character Zones are organized in an east-west gradient—from an Urban character connecting commuters to Stonestown Galleria, a Transition character providing central open spaces adjacent to the Stonestown Galleria and mid-block connections, and a Neighborhood character enhancing the nearby neighborhood amenities with planting-focused park spaces—as represented in Figure 3.2 and Figure 3.3. Character Zones influence the site-wide systems, components, and identity of each open space as further described throughout this chapter.

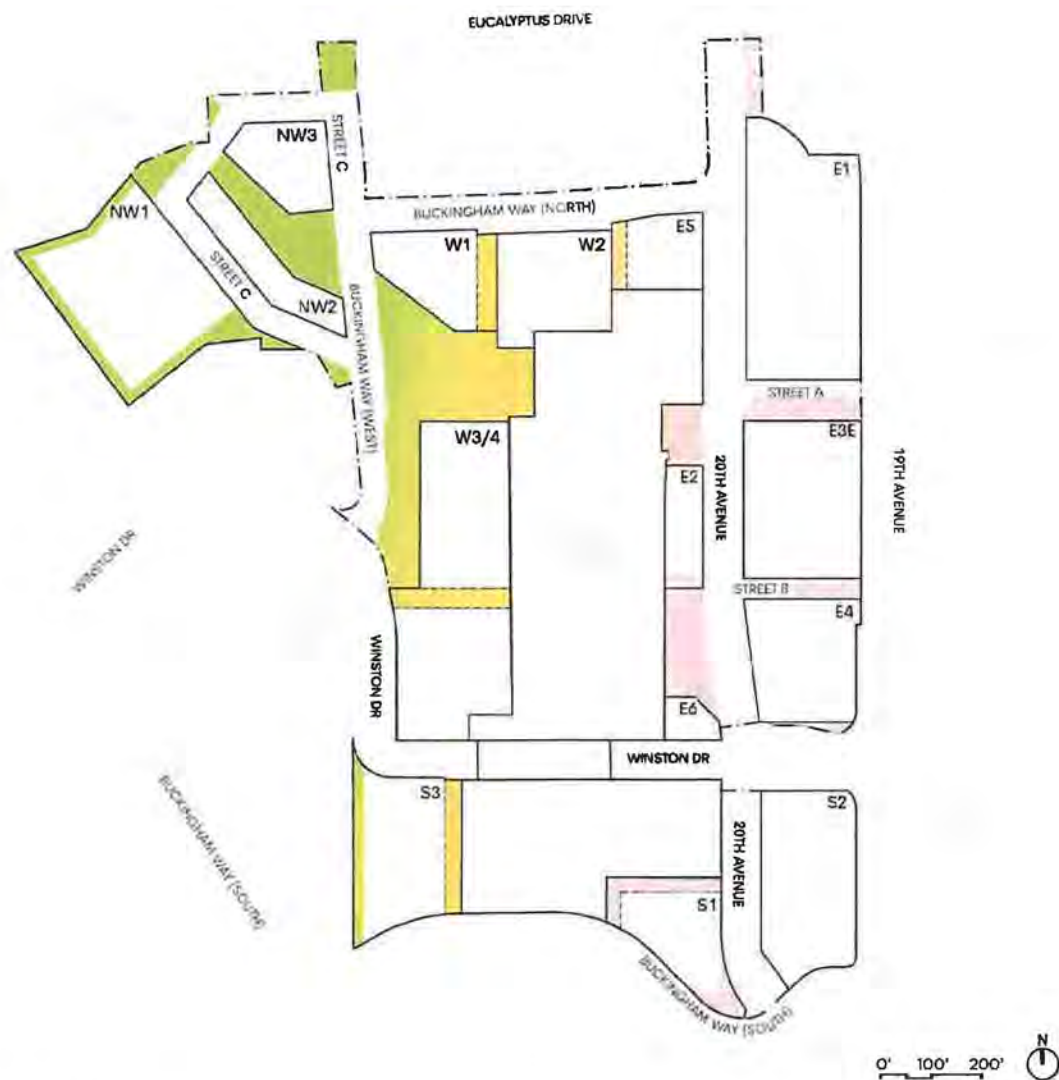


FIGURE 3.2: Character Zones of the open space network

- Legend
- Urban
 - Transition
 - Neighborhood



FIGURE 3.3: Character Zone quality examples

Neighborhood

The Neighborhood Character Zone expands the surrounding natural landscape into the site and includes spaces for recreation, community gatherings, and moments to connect to nature. The Neighborhood Character Zone is adjacent to Rolph Nicol Jr. Playground and offers an intimate residential experience for the surrounding community. Its Primary Open Spaces—Greenway Parks (East and West)—feature native species and biodiversity, enhancing habitat connections within and beyond the site boundaries.



Transition

The Transition Character Zone bridges the Neighborhood character of the west side to the Urban character of the east side of the site, providing two acres of Primary Open Spaces—Town Square, Linear Park, and The Gallery—to host larger activities such as markets and events.



Urban

Along the east side of Stonestown Galleria, the Urban Character Zone is designed to welcome people arriving by transit, vehicle, bicycle, or foot to the site. Its two Primary Open Spaces—The Commons and The Landing—leverage the energy of 20th Avenue with a mix of active programming, spill-out areas for ground floor uses, spaces for small events, and places to pause, sit and gather.

3.1 Open Space Types

Project Open Spaces are privately-owned and publicly accessible.

Defined by their purpose and function in the network, there are three types of open spaces—Primary Open Spaces, Secondary Open Spaces, and mid-block passages, as shown in Figure 3.4.

Primary Open Spaces

Primary Open Spaces create the core of the open space network. See Section 3.3 for standards and guidelines on the design of each Primary Open Space.

Secondary Open Spaces

Secondary Open Spaces complement the design and programming of Primary Open Spaces or provide transition space to Primary Open Spaces or the edges of the site. See Section 3.4 for standards and guidelines on the design of Secondary Open Spaces.

Mid-block passages

Mid-block passages strengthen pedestrian movement throughout the Project. See Section 3.5 for standards and guidelines on the design of mid-block passages.

Legend

- Primary Open Spaces
- Secondary Open Spaces (OS - #)
- Mid-block passages (MBP - Parcel #)
- Alternate passage locations on Parcel E5 and S3



FIGURE 3.4: Open space types

Figure 3.4 illustrates type and location of open spaces, of which the final geometry may vary. Where required, Project Open Spaces provide access for emergency vehicles. See Section 12 of the Infrastructure Plan for additional information on emergency vehicle access throughout the Project.

See Section 2.2 for ground floor uses required along open spaces.

Standards

S3.1.1 Primary Open Spaces size and location. Primary Open Spaces shall be located as shown in Figure 3.4 and meet the minimum acreage as noted in Table 3.1 rounded to the nearest tenth of an acre. See Section 5.2 for permitted reconfiguration of Greenway Park East.

S3.1.2 The Gallery. The Gallery within Parcel W3/4, as represented in Figure 3.4, shall be open to sky and maintain a minimum width of 30 feet with overall minimum average width of 40 feet. The exact location of The Gallery is flexible, and this Primary Open Space shall provide a direct connection between the Stonestown Galleria west entrance and Winston Drive.

S3.1.3 Primary Open Space Transition Zones. Primary Open Spaces fronting ground floor residential units are permitted to include a Primary Open Space Transition Zone with a maximum depth of five-feet. Primary Open Space Transition Zones are permitted to include planting and pathways. Private spaces, such as stoops, patios, or stairs, are prohibited within Primary Open Spaces. See Figure 3.5 for an example and S5.8.7 for additional information of Transition Zones within new construction parcels.

TABLE 3.1: Primary Open Space areas

PRIMARY OPEN SPACE	MINIMUM AREA*
The Commons	0.5 ACRE
The Landing	0.2 ACRE
Town Square	1.4 ACRE
Linear Park	0.6 ACRE
The Gallery (within Parcel W3/4)	0.2 ACRE
Greenway Park East	0.7 ACRE
Greenway Park West	0.2 ACRE

* Minimum areas as shown are rounded to the nearest tenth of an acre.

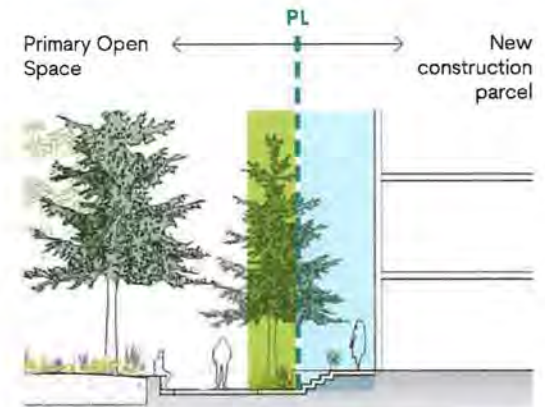


FIGURE 3.5: Primary Open Space Transition Zone example and illustrative section

Legend

- Primary Open Space Transition Zone
- Transition Zone
- Property Line (PL)

S3.1.4 Secondary Open Space size and location.

Secondary Open Spaces as represented in Figure 3.4 shall comply with the size and location requirements listed below from east to west:

- 'OS – 1': A minimum setback of 23 feet along the north edge of Parcel NW1 fronting Rolph Nicol Jr. Playground
- 'OS – 2': a minimum area of 4,500 square feet, located at the southeast corner along Street C
- 'OS – 3': A minimum area of 1,900 square feet, bordered by Street C to the north and Buckingham Way (West) to the east
- 'OS – 4': A minimum of 7,300 square feet, bordered by Street C to the south, and Eucalyptus Drive to the north
- 'OS – 5': A minimum area of 5,500 square feet, bordered by 20th Avenue to the west, Parcel E1 to the south, and Eucalyptus Drive to the north
- 'OS – 6': A minimum area of 10,400 square feet, located at the north edge of Parcel E3E
- 'OS – 7': A minimum area of 2,300 square feet, located at the south edge of Parcel E2
- 'OS – 8': A minimum area of 5,100 square feet, bordered by Street B, 19th Avenue, and Parcel E4
- 'OS – 9': A minimum area of 2,500

square foot, bordered by Parcel E4, Winston Drive, 19th Avenue, and 20th Avenue

- 'OS – 10': A minimum area of 3,700 square feet, located at the corner of 20th Avenue and Buckingham Way (South)
- 'OS – 11': A minimum setback of 20 feet along the west edge of Parcel S3

S3.1.5 Mid-block passage location.

Mid-block passages are required in Parcels W1, E5, S1, and S3. See Figure 3.4 for the locations of mid-block passages and alternate locations for MBP – E5 and MBP – S3.

S3.1.6 MPB – S3 and Secondary Open Space

'OS – 11'. MBP – S3 shall be located either at the western or eastern side of Parcel S3 as represented in Figure 3.4. If MBP – S3 is provided at the western side, it shall qualify for the dimensional and design requirements of Secondary Open Space 'OS – 11'. See Section 3.5 for non-dimensional requirements such as access and design.

OPEN SPACE DESIGN

This section defines design intent and requirements per open space, including circulations, planting minimums, and physical components to foster programming and activity in Project Open Spaces as illustrated in Figure 3.6.

The plans, diagrams, and sections in Section 3.3 are illustrative examples that fulfill the standards and guidelines. The final geometries and layout of open spaces may vary.

In addition to the standards and guidelines in this section, see Section 2.1 for standards on permitted auxiliary structures and uses in Primary Open Spaces.

Legend

- ① The Commons
- ② The Landing
- ③ Town Square
- ④ Linear Park
- ⑤ The Gallery
- ⑥ Greenway Park East
- ⑦ Greenway Park West



FIGURE 3.6: Open space illustrative plan

3.2 Components

To set a framework for diverse programming in the open spaces, the Project requires physical components as listed in Table 3.2 and described in Figure 3.7 and Figure 3.8.

Table 3.2 does not prohibit additional components from being incorporated into any of the open spaces, nor does it limit the Project to only those components listed. See Sections 3.3 – 3.5 for further standards and guidelines of components per open space.

Standards

S3.2.1 Open space component location.

Components shall be provided in Primary and Secondary Open Spaces as listed in Table 3.2.

S3.2.2 Dog play area.

A minimum of one dog play area shall be provided in either a Primary or Secondary Open Space within 200 feet of Greenway Park East. Any additional dog play areas shall be provided in either Primary or Secondary Open Spaces on the east side of the Project.

S3.2.3 Separated open space uses.

Open spaces that include uses such as childcare play areas, dog play areas, or spill-out space for ground floor uses are permitted to be separated by physical elements as required by code for operation and safety. Physical separation elements, such as fences or gates, shall be integrated into the overall open space design.

TABLE 3.2: Component summary per open space

● Required component

COMPONENTS	3.3 PRIMARY OPEN SPACES							3.4 SECONDARY OPEN SPACES
	THE COMMONS	THE LANDING	TOWN SQUARE	LINEAR PARK	THE GALLERY	GREENWAY PARK EAST	GREENWAY PARK WEST	
Performance area	●							
Plaza	●	●	●		●			
Multi-use lawn			●			●	●	
Micro-mobility hub						●		
Active recreation						●		● See S3.4.1 for Secondary Open Space component requirements
Play element or structure			●					
Specialty feature or art	●	●	●	●	●	●		
Community or habitat garden								
Seating*	●	●	●	●	●	●	●	
Dog play area						● See S3.2.2 for dog play area requirements		

*See S3.3.2 and S3.4.1 for seating requirements in Primary and Secondary Open Spaces. See S3.9.2 for seating type requirements.



Performance area

A performance area is an at-grade or raised space with supporting outdoor infrastructure and utilities to host events.



Plaza

A plaza is hardscaped area for gathering and seating or to create a welcoming arrival moment into and through the site.



Multi-use lawn

A multi-use lawn is softscaped area composed of a mix of grasses and low plantings that provides space for activities such as play, recreation, picnicking, and relaxation.



Active recreation

An active recreation area incorporates fitness amenities into the open spaces and includes smaller facilities such as exercise equipment, small courts, ping pong tables.



Play element or structure

A play element or structure includes sculptural elements for a range of ages and abilities to engage with and enjoy.



Micro-mobility hub

A micro-mobility hub is conveniently located and provides mobility amenities to support last-mile connections and reduce dependence on private vehicles. It may include bike share, bike parking, bike repair, area for bike dismount, signage, and area to accommodate future micro-mobility technologies.

FIGURE 3.7: Component descriptions and examples



Seating

Seating provides a place for all ages and abilities to pause and rest. These invitations to stay and rest are vital to the social health of open spaces.



Dog play area

A dog play area is a designated space for off-leash dogs with supportive amenities such as seating, signage, water bowls, and waste stations.



Specialty feature or art

A specialty feature or art adds identity and character to the open spaces. It can be decorative and/or functional landmarks and artifacts, including but not limited to sculpture, water feature, painting, mural, and works of design. It can be displayed in various form, from permanent installations to temporary or rotating exhibits, lighting, wayfinding signage, artistic expression, environmental comfort, or learning that allows observation, interaction, and play.



Community or habitat garden

A community or habitat garden provide spaces to cultivate and harvest edible landscapes. A habitat garden benefits both humans and a variety of native species by providing a suitable environment to support biodiversity which may include bird houses, water sources, and insect hotels.

FIGURE 3.8: Component descriptions and examples (continued)

3.3 Primary Open Spaces

Straddling the Stonestown Galleria and forming the backbone of the open space network, Primary Open Spaces range in size from a 0.07-acre plaza to a two-acre park that provide foundational connectivity throughout the Project.

Primary Open Spaces include The Commons, The Landing, Town Square, Linear Park, The Gallery, Greenway Park East and Greenway Park West, as represented in Figure 3.9.

Standards

S3.3.1 Primary Open Space accessibility. All Primary Open Spaces shall be ADA-accessible.

S3.3.2 Primary Open Space components. All Primary Open Spaces, except Greenway Park West, shall include a minimum of one specialty feature or art component. All Primary Open Spaces shall include a minimum of two types of seating as described in S3.9.2.

Legend

- Primary Open Space
- 1 The Commons
- 2 The Landing
- 3 Town Square
- 4 Linear Park
- 5 The Gallery
- 6 Greenway Park East
- 7 Greenway Park West



FIGURE 3.9: Primary Open Spaces

The Commons

The Commons is located along the Stonestown Galleria southeast entrance and surrounded by ground floor active uses within Parcels E6 and E2. The Commons provides a variety of ways to relax and enjoy outdoor public life, as represented in Figure 3.10, and designed in three zones:

- The northern plaza frames the entrance to Stonestown Galleria and connects to Secondary Open Space 'OS - 7' designed as a terrace and/or outdoor stairs
- The central plaza accommodates a range of activities, events and performances throughout the year
- The southern plaza invites people to rest and dine within immersive planting



Key Plan



FIGURE 3.10: The Commons experience examples

The Commons is designed to enhance pedestrian east-west wayfinding with clear, a marked arrival entry point, and pavement patterns that lead pedestrians to the entrance of the Stonestown Galleria.

Standards

S3.3.3 The Commons components. The Commons shall include the following components, as described in Figure 3.11 and Figure 3.13:

- A performance area that is a minimum of 200 square feet. This area shall not obstruct primary circulation from 20th Avenue to the main entrance of Stonestown Galleria.
- A plaza with a minimum area of 6,000 square feet

S3.3.4 The Commons primary circulation.

Primary circulation shall include a path of minimum 12 feet width that is clear of any obstructions. Primary circulation shall be located from the intersection of 20th Avenue and Winston Drive diagonally to the entrance of Stonestown Galleria as well as perpendicular from 20th Avenue to the entrance of Stonestown Galleria, as represented in Figure 3.12. Circulation with a minimum width of six feet shall be provided along Parcel E6 and Stonestown Galleria ground floor frontages.

S3.3.5 The Commons tree canopy coverage.

The Commons shall have a minimum tree canopy coverage of 15 percent of the total open space area and be located within the southern portion of the open space. The tree canopy coverage is measured based on full maturity.

S3.3.6 The Commons ground treatment.

The Commons shall be greater than 50 percent hardscape and provide at least five percent softscape.



FIGURE 3.11: The Commons illustrative plan

Legend

- Project Site boundary
- Parcel boundary
- - - The Commons

Required components

- ① Performance area
- ② Plaza
- ③ Seating
- ④ Specialty feature or art

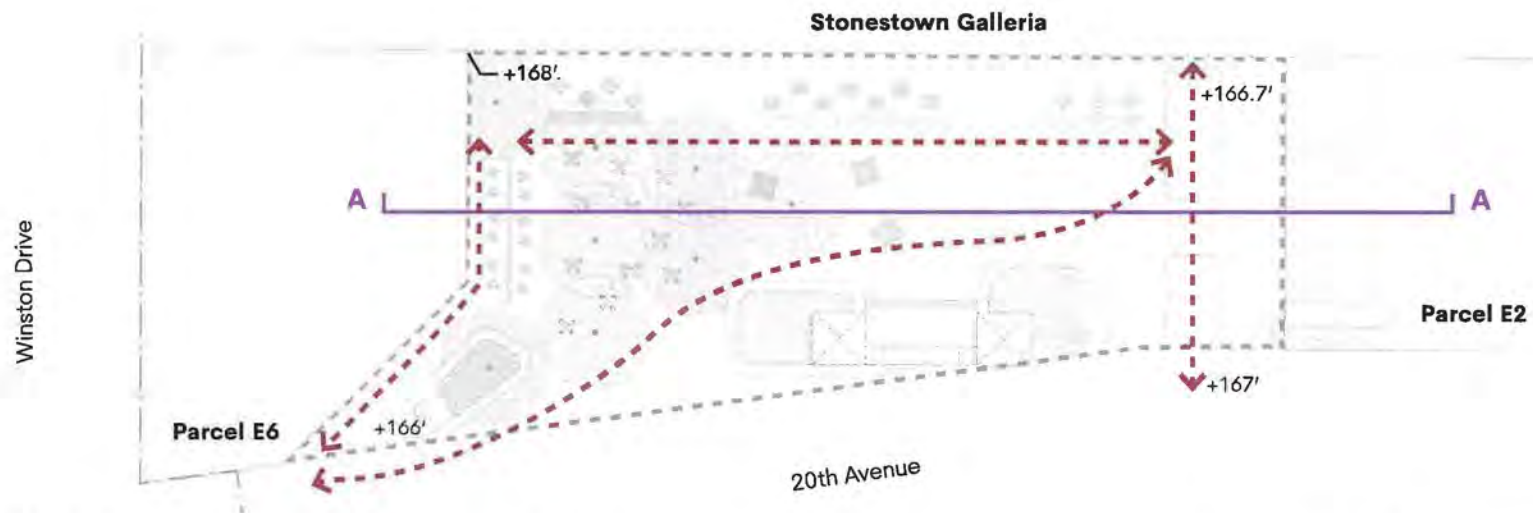


FIGURE 3.12: The Commons illustrative circulation

Legend
 - - -> Illustrative primary circulation
 +000' Illustrative proposed spot elevation

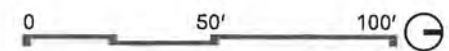
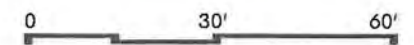


FIGURE 3.13: The Commons illustrative section A

Required components
 — Plaza
 — Seating
 — Specialty feature or art



The Landing

The Landing is a small-scale plaza located along 20th Avenue fronting Stonestown Galleria northeast entrance and active uses within Parcel E2. The plaza design includes seating and spill-out dining immersed in planting, as represented Figure 3.14.

Similar to The Commons, The Landing is designed to enhance pedestrian wayfinding with clear east-west circulation, a marked arrival entry point, and pavement patterns that lead to the entrance of Stonestown Galleria.

The majority of this open space is over an existing underground structure. Potential weight and depth restrictions and impacts to planting may be considered as part of design proposals.



Key Plan



FIGURE 3.14: The Landing experience examples

Standards

S3.3.7 The Landing components. The Landing shall include a minimum of one plaza with a minimum area of 1,500 square feet and accommodate multiple types of seating as described in Figure 3.15 and Figure 3.16.

S3.3.8 The Landing primary circulation. Primary circulation shall include a path of minimum 20 feet width that is clear of any obstructions. Primary circulation shall be located from 20th Avenue to the entrance of Stonestown Galleria as represented in Figure 3.16. Additional circulation paths with a minimum width of six feet shall provide access along ground floor frontages.

S3.3.9 The Landing tree canopy coverage. The Landing shall have a minimum tree canopy coverage of five percent of the total open space area. The tree canopy coverage is measured based on full maturity

S3.3.10 The Landing ground treatment. The Landing shall be greater than 50 percent hardscape and provide at least five percent softscape.



FIGURE 3.15: The Landing illustrative plan

Legend

- Project Site boundary
- Parcel boundary
- The Landing

Required components

- ① Plaza
- ② Seating
- ③ Specialty feature or art

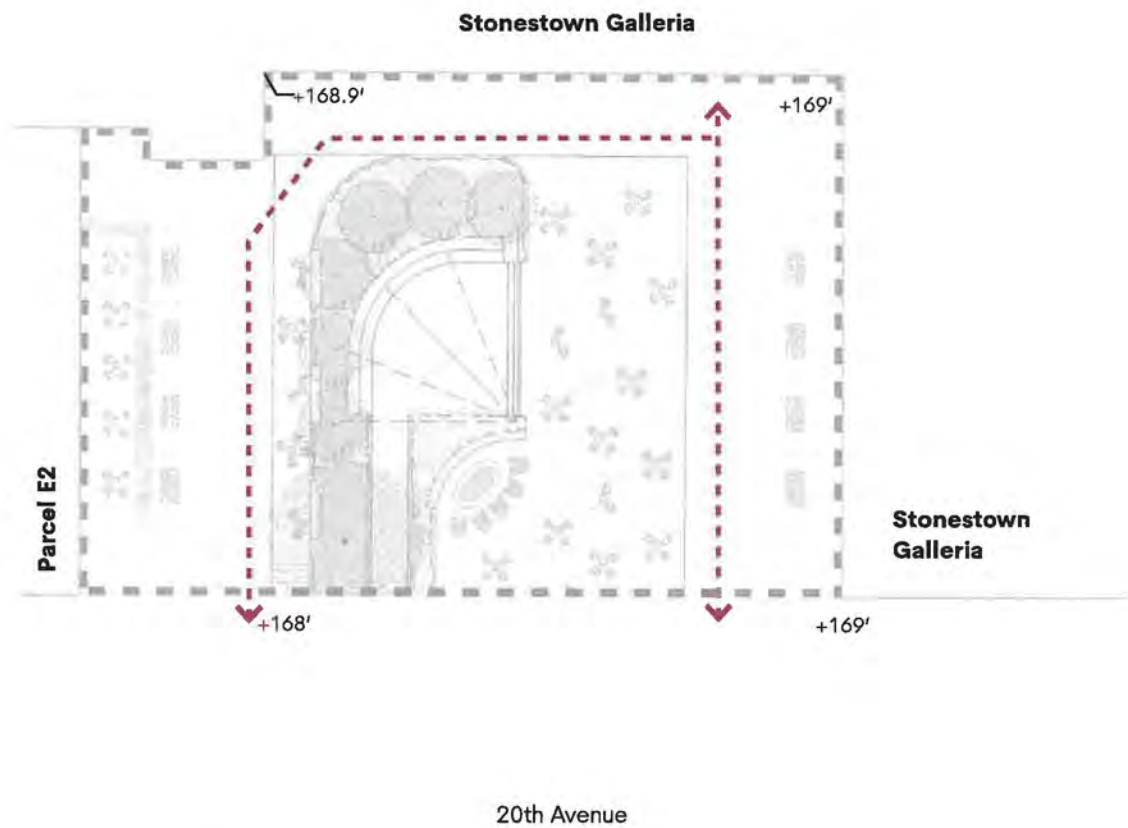
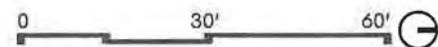


FIGURE 3.16: The Landing illustrative circulation

Legend

-  Illustrative primary circulation
- +000' Illustrative proposed spot elevation



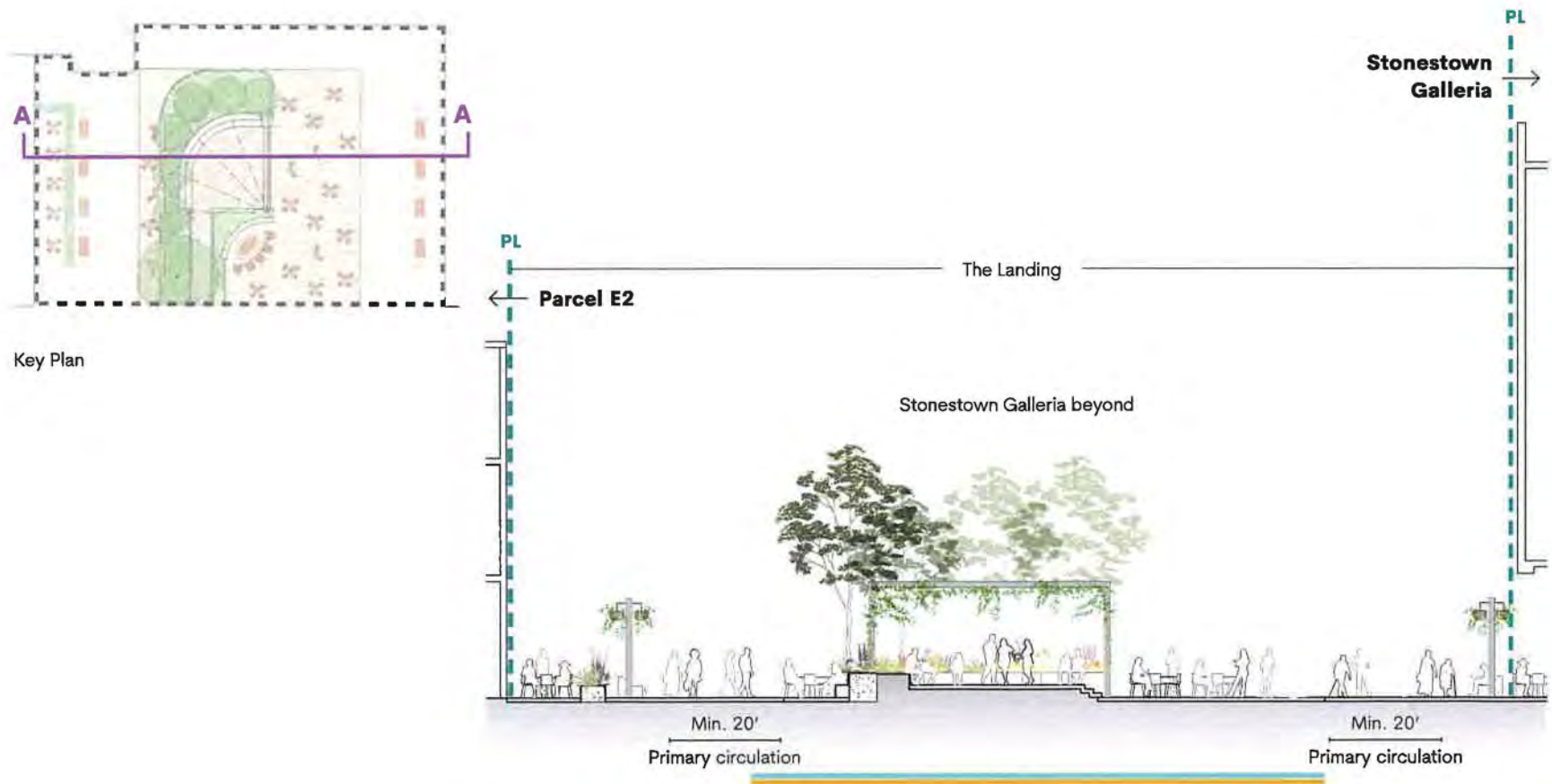


FIGURE 3.17: The Landing illustrative section A

Legend

— Property Line (PL)

Required components

Plaza

Seating

Town Square and Linear Park

The Town Square and Linear Park together provide more than two acres of continuous open space in the western area of the Project. Town Square, Linear Park, and mid-block passage 'MBP - W1' together accommodate space for flexible programming and events, including the Farmers' Market. See Figure 3.21 for event examples and

Figure 3.26 for an example layout for vendors during markets and events.

Both the Linear Park and Town Square are located at the Stonestown Galleria entrance fronting Buckingham Way (West). The Linear Park is framed by Parcel W3/4 and Buckingham Way (West). See

Figure 3.18 for an illustrative example and Figure 3.19 to Figure 3.21 for experience examples of the two open spaces.

Town Square

Town Square provides ample space for visitors and residents to gather. A pedestrian promenade along the west edge of Town Square connects this open space and Stonestown Galleria to Greenway Parks (East and West) and Rolph Nicol Jr. Playground.

Linear Park

Linear Park is a pedestrian promenade immersed in planting that provides a direct connection from Town Square to The Gallery.



Key Plan

Legend

- 1 Town Square
- 2 Linear Park

Legend

- Project Site boundary
- Parcel boundary
- Town Square and Linear Park



FIGURE 3.18: Town Square and Linear Park illustrative plan



FIGURE 3.19: Town Square experience examples

FIGURE 3.20: Linear Park experience examples

FIGURE 3.21: Event examples

Standards

S3.3.11 Town Square components. Town Square shall include the following components as described in Figure 3.22, Figure 3.25, and Figure 3.27 to Figure 3.29:

- A plaza with a minimum area of 15,000 square feet to accommodate periodic markets and events
- A multi-use lawn with a minimum area of 5,000 square feet
- A play element or structure with a minimum area of 1,000 square feet

S3.3.12 Linear Park components. The Linear Park shall include components as described in Figure 3.23 and Figure 3.30.

S3.3.13 Town Square and Linear Park primary circulation. Primary circulation shall include a path of minimum 12 feet width that is clear of any obstructions. Primary circulation shall be located along the perimeter of Town Square from the entrance of Stonestown Galleria to Greenway Park East and to Buckingham Way (West). It shall also be located north-south from Parcel W1 to The Gallery. See Figure 3.24 for reference. If the required primary circulation serves as emergency vehicle access, then the primary circulation shall be a minimum width of 22 feet.



FIGURE 3.22: Town Square illustrative plan

Legend

- Project Site boundary
- Parcel boundary
- Town Square

Required components

- ① Plaza
- ② Multi-use lawn
- ③ Seating
- ④ Specialty feature or art
- ⑤ Play element or structure

S3.3.14 Town Square tree canopy coverage.

Town Square shall have a minimum tree canopy coverage of 20 percent of the total open space area. The tree canopy coverage is measured based on full maturity.

S3.3.15 Town Square ground treatment.

Town Square shall be greater than 50 percent hardscape and provide at least 10 percent softscape which may include raised planters.

S3.3.16 Linear Park tree canopy coverage.

Linear Park shall have a minimum tree canopy coverage of 25 percent of the total open space area. The tree canopy coverage is measured based on full maturity

S3.3.17 Linear Park ground treatment.

Linear Park shall be greater than 50 percent hardscape and provide at least 25 percent softscape.

Legend

- Project Site boundary
- Parcel boundary
- - - Linear Park

Required components

- ① Seating
- ② Specialty feature or art



FIGURE 3.23: Linear Park illustrative plan

Guidelines

G3.3.1 Town Square and Linear Park planting, materials, and furnishing.

Planting species, materials, and furnishing shall be selected to create consistent experiences across Town Square and Linear Park.

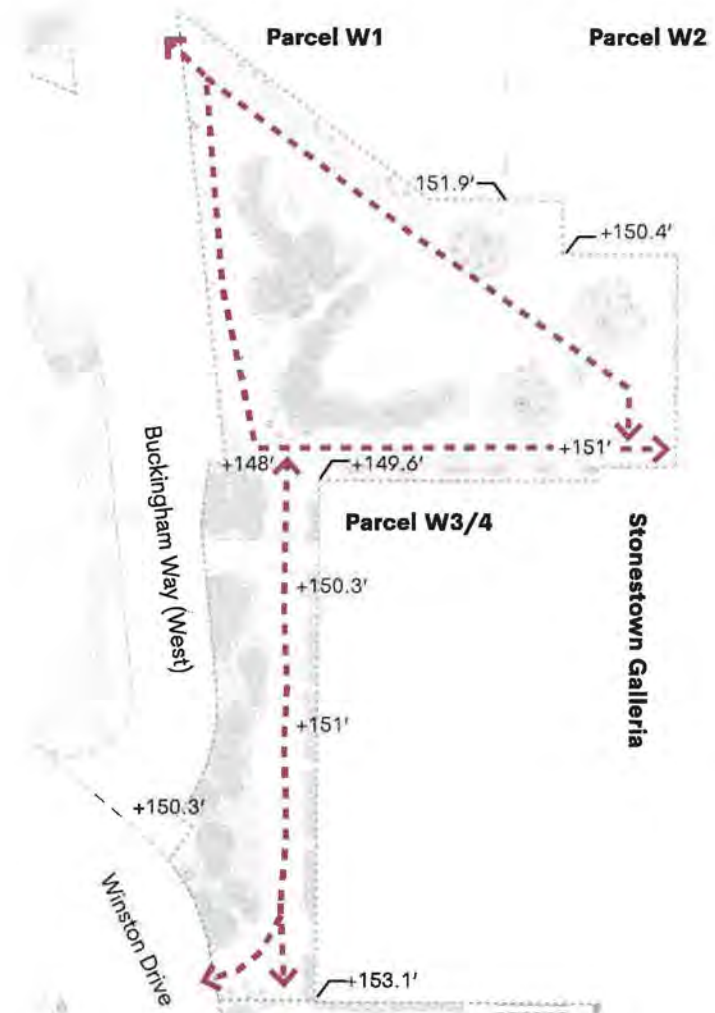
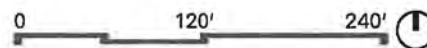


FIGURE 3.24: Town Square and Linear Park illustrative circulation

Legend

- > Illustrative primary circulation
- +000' Illustrative proposed spot elevation



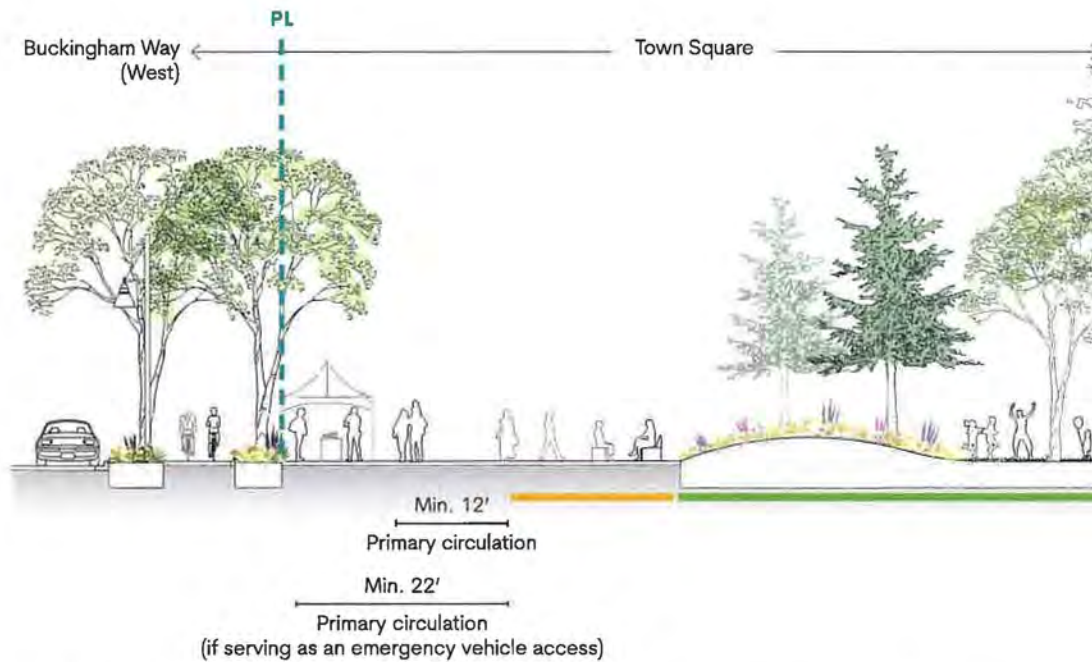


FIGURE 3.25: Town Square illustrative section A

Legend

— — — Property Line (PL)

Required components

— Multi-use lawn

— Seating

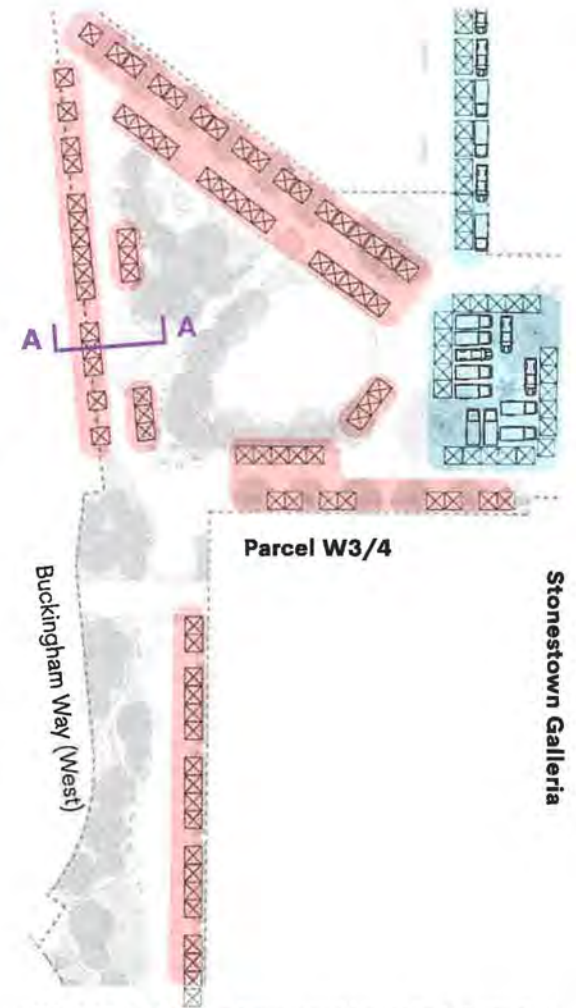


FIGURE 3.26: Town Square and Linear Park illustrative event layout

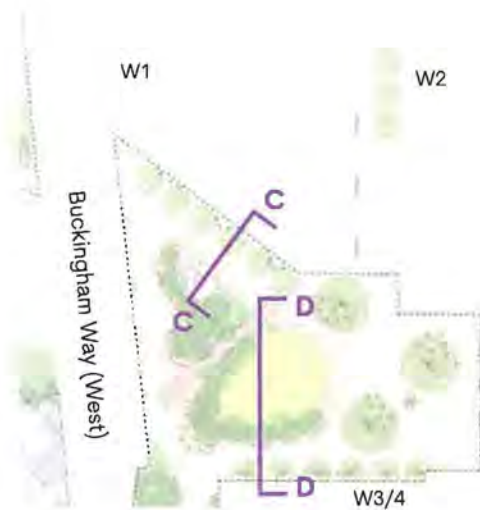
Legend

— Vendors with vehicles

— Vendors



FIGURE 3.27: Town Square illustrative section B



Key Plan



FIGURE 3.28: Town Square illustrative section C

Legend

Property Line (PL)

Required components

Plaza

FIGURE 3.29: Town Square illustrative section D

Multi-use lawn

Play element or structure



0 30' 60'

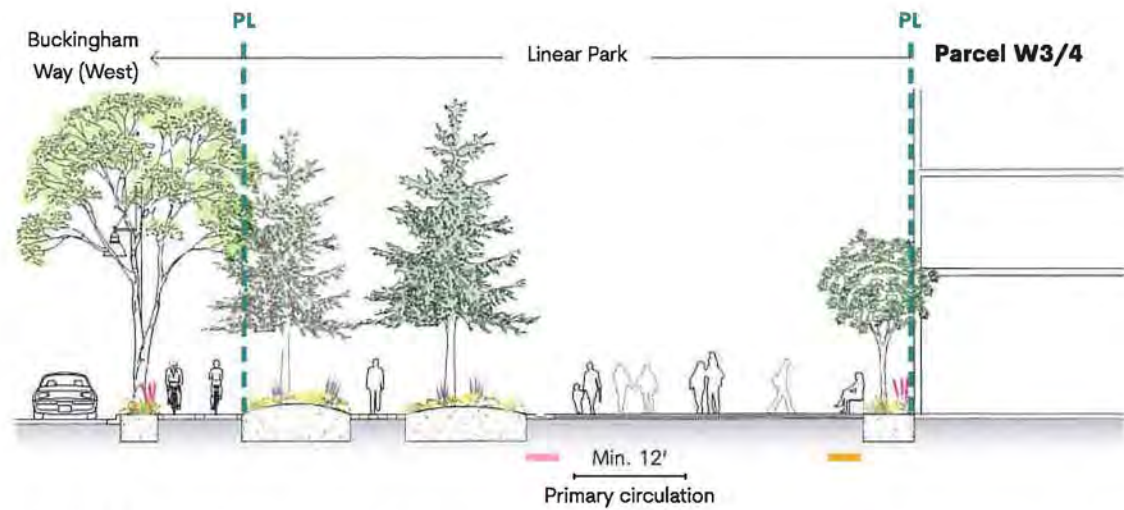


FIGURE 3.30: Linear Park illustrative section E

Legend

— — Property Line (PL)

Required components

— Seating

— Specialty feature or art

0 20' 40'

The Gallery

The Gallery provides a welcoming connection for those visiting Stonestown Galleria or commuting from the west to east side of the site. Active uses along the ground floors, plantings, and seating are incorporated into the design to create an enjoyable passage experience as represented in Figure 3.31.

The Gallery is designed to enhance pedestrian wayfinding east-west through the Project with strategies including but not limited to accessible circulation, a marked arrival entry point, and pavement patterns that lead to the entrance of Stonestown Galleria.



Key Plan



FIGURE 3.31: The Gallery experience examples



FIGURE 3.32: The Gallery illustrative plan

Legend

- Project Site boundary
- Parcel boundary
- The Gallery

Required components

- ① Plaza
- ② Seating
- ③ Specialty feature or art

Standards

S3.3.18 The Gallery design. The Gallery shall be open to sky with pedestrian bridges and permitted projections within new construction as described in S5.9.4 and S5.10.1.

S3.3.19 The Gallery components. The Gallery shall include one plaza at Stonestown Galleria entrance with a minimum area of 1,500 square feet, and one plaza near Winston Drive with a minimum area of 1,500 square feet as described in Figure 3.32 and Figure 3.34.

S3.3.20 The Gallery primary circulation. Primary circulation shall include a path of minimum 20 feet width that is clear of any obstructions. Primary circulation shall be located from the intersection of Buckingham Way (West) and Winston Drive to the entrance of Stonestown Galleria or from Winston Drive to the entrance of Stonestown Galleria.

S3.3.21 The Gallery tree canopy coverage. The Gallery shall have a minimum tree canopy coverage of 10 percent of the total open space area. The tree canopy coverage is measured based on full maturity.

S3.3.22 The Gallery ground treatment. The Gallery shall be greater than 50 percent hardscape and provide at least five percent softscape.

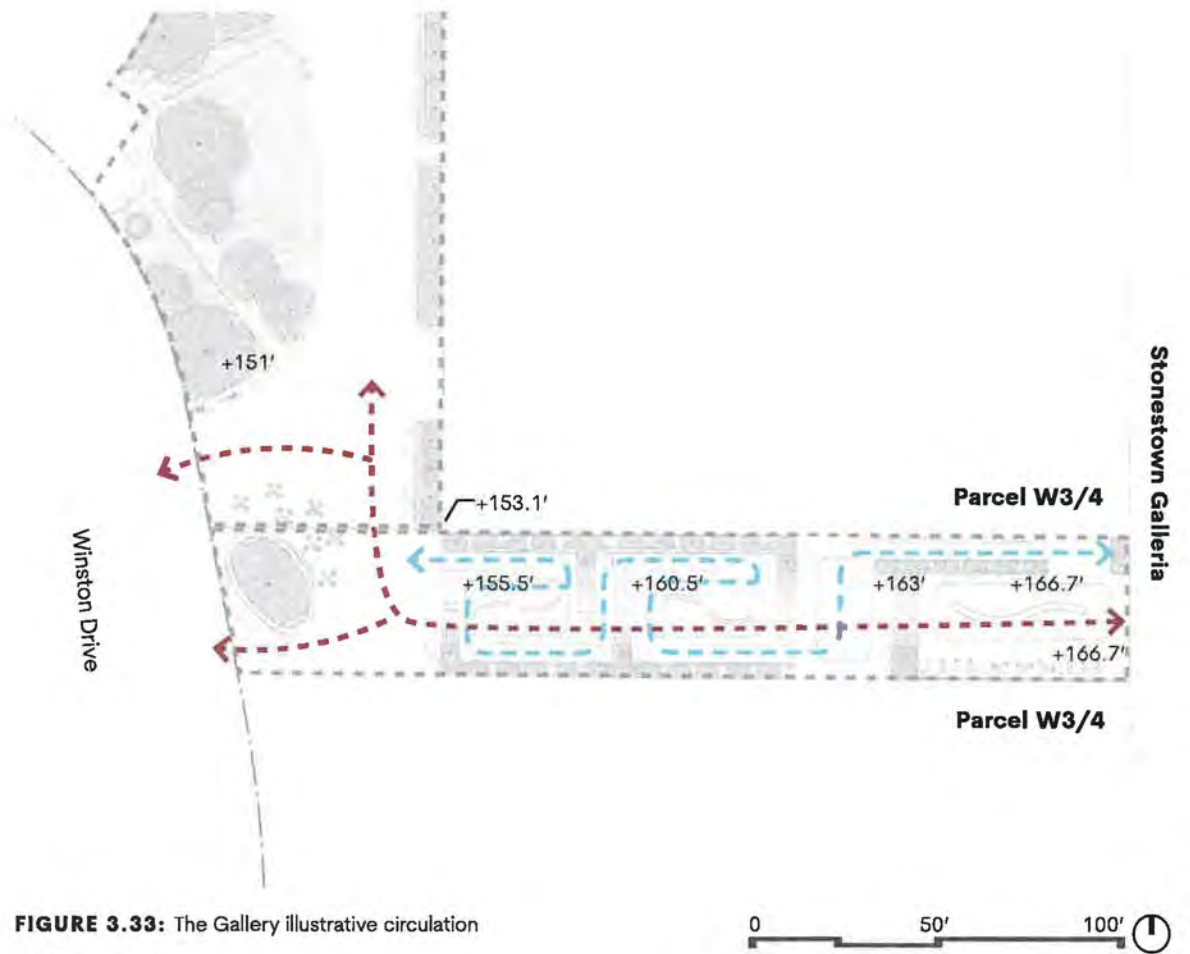
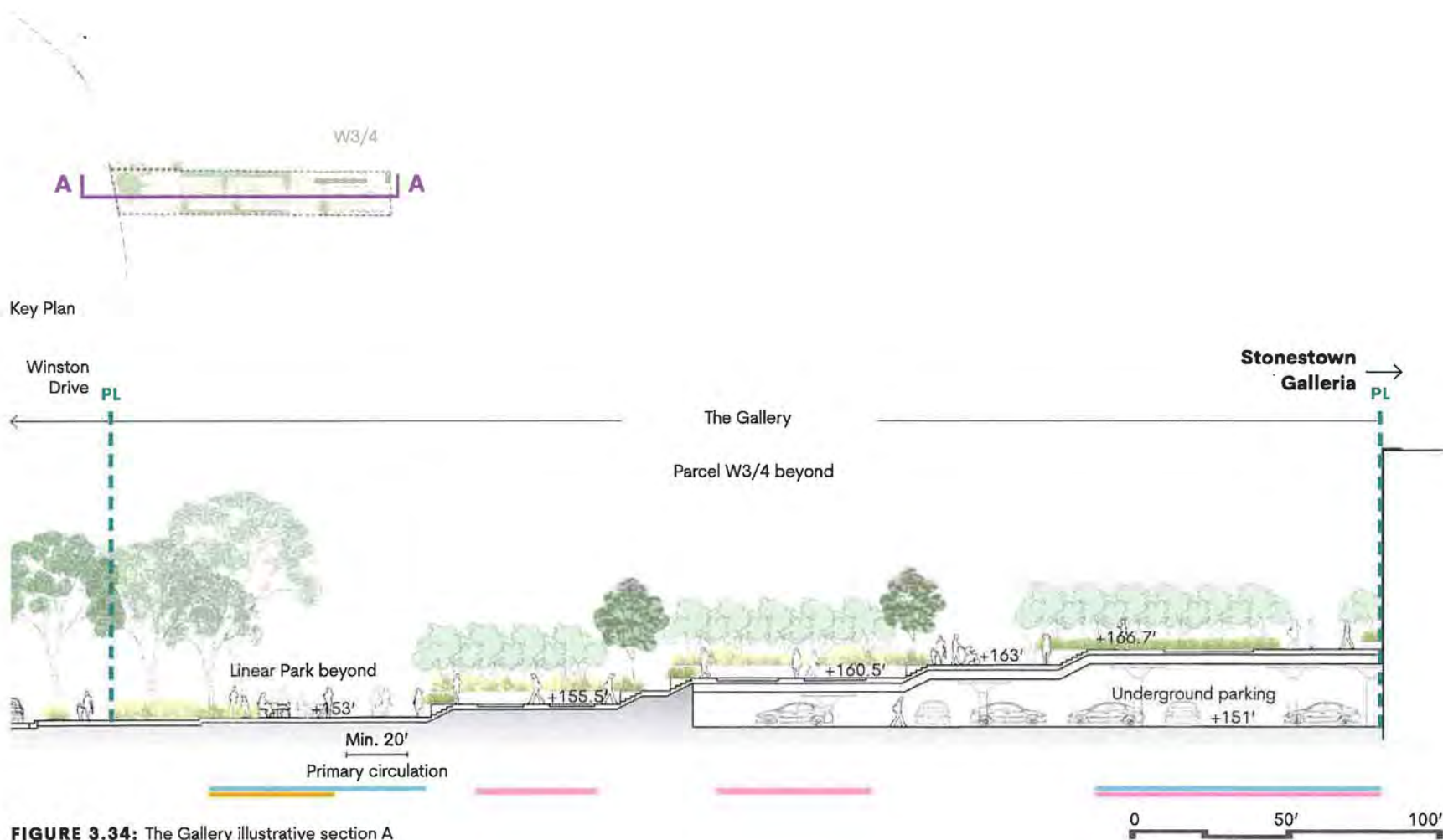


FIGURE 3.33: The Gallery illustrative circulation

Legend

- -> Illustrative primary circulation
- -> Illustrative ADA-accessible route
- +000' Illustrative proposed spot elevation



Greenway Parks (East and West)

Greenway Park East and Greenway Park West are designed to prioritize the physical and visual connection from the entry of Rolph Nicol Jr. Playground adjacent to Greenway Park West to the Project. The parks are lined by residential units and community programming that create a welcoming place for a range of ages and abilities to enjoy as represented in Figure 3.35.

The proposed Rolph Nicol Jr. Playground improvements, as defined in the Development Agreement and as illustrated herein with respect to the Rolph Nicol Jr. Playground property, are conceptual. Further details on the scope of



Key Plan

Legend

- ① Greenway Park East
- ② Greenway Park West



FIGURE 3.35: Greenway Parks (East and West) experience examples

and permit process applicable to the RDP Park Improvements are set forth in the Development Agreement. For the avoidance of doubt, the RPD Park Improvements do not include the RPD Infrastructure, as defined in the Development Agreement, which shall be subject to the requirements of the Development Agreement and Infrastructure Plan.

Standards

S3.3.23 Greenway Park East components.

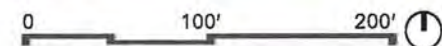
Greenway Park East shall include the following components as described in Figure 3.36 and Figure 3.39:

- A minimum of one area for a micro-mobility hub fronting the intersection of Street C and Buckingham Way (North).
- A multi-use lawn with a minimum area of 3,000 square feet. The multi-use lawn is permitted to be noncontiguous and distributed in multiple locations within Greenway Park East.
- An active recreation area with a minimum area of 800 square feet. The

Legend	Required components
Project Site boundary	① Micro-mobility hub
Parcel boundary	② Multi-use lawn
Greenway Parks	③ Active recreation
	④ Seating
	⑤ Specialty feature or art



FIGURE 3.36: Greenway Parks (East and West) illustrative plan



active recreation is permitted to be noncontiguous and is prohibited from impeding circulation, as described in S3.3.25.

S3.3.24 Greenway Park West components.

Greenway Park West shall include a multi-use lawn with a minimum area of 1,800 square feet, as described in Figure 3.36 and Figure 3.38.

S3.3.25 Greenway Park East primary circulation.

Primary circulation shall include a path of minimum nine feet width that is clear of any obstructions. Primary circulation shall be located along the perimeter of Greenway Park East to crosswalks from the intersection of Street C and Buckingham Way (North) to Street C fronting Rolph Nicol Jr. Playground as represented in Figure 3.37.

Primary circulation shall connect to an entry to Rolph Nicol Jr. Playground.

S3.3.26 Greenway Park East tree canopy coverage.

Greenway Park East shall have a minimum tree canopy coverage of 15 percent of that open space area. The tree canopy coverage is measured based on full maturity.

S3.3.27 Greenway Park West tree canopy coverage.

Greenway Park West shall have a minimum tree canopy coverage of 15 percent of that open space area. The tree canopy coverage is measured based on full maturity.

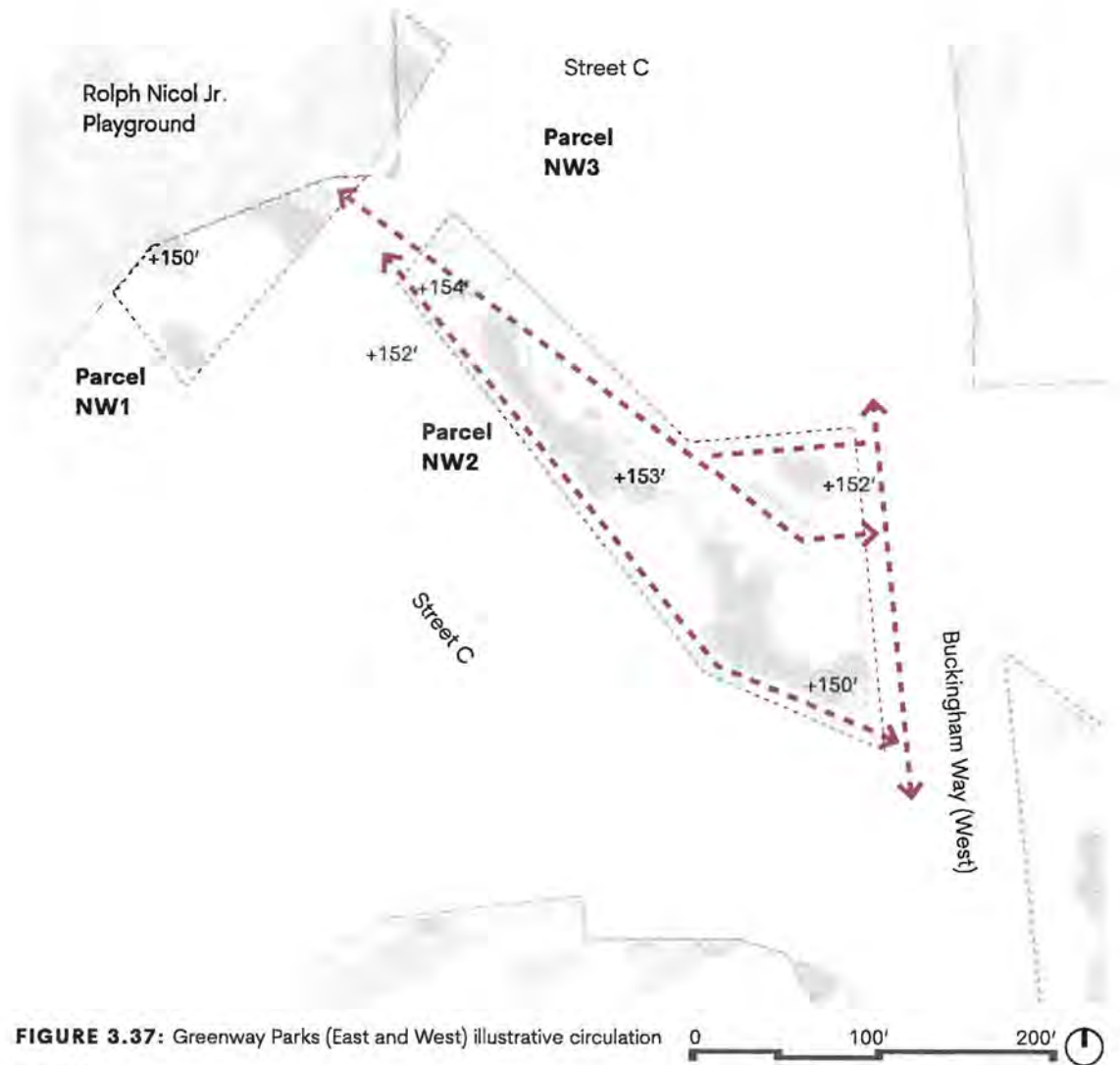


FIGURE 3.37: Greenway Parks (East and West) illustrative circulation

Legend

- -> Illustrative primary circulation
- +000' Illustrative proposed spot elevation



Key Plan

S3.3.28 Greenway Park East ground treatment. Greenway Park East shall be greater than 50 percent hardscape and provide at least 25 percent softscape.

S3.3.29 Greenway Park West ground treatment. Greenway Park West shall be greater than 50 percent hardscape and provide at least 35 percent softscape.

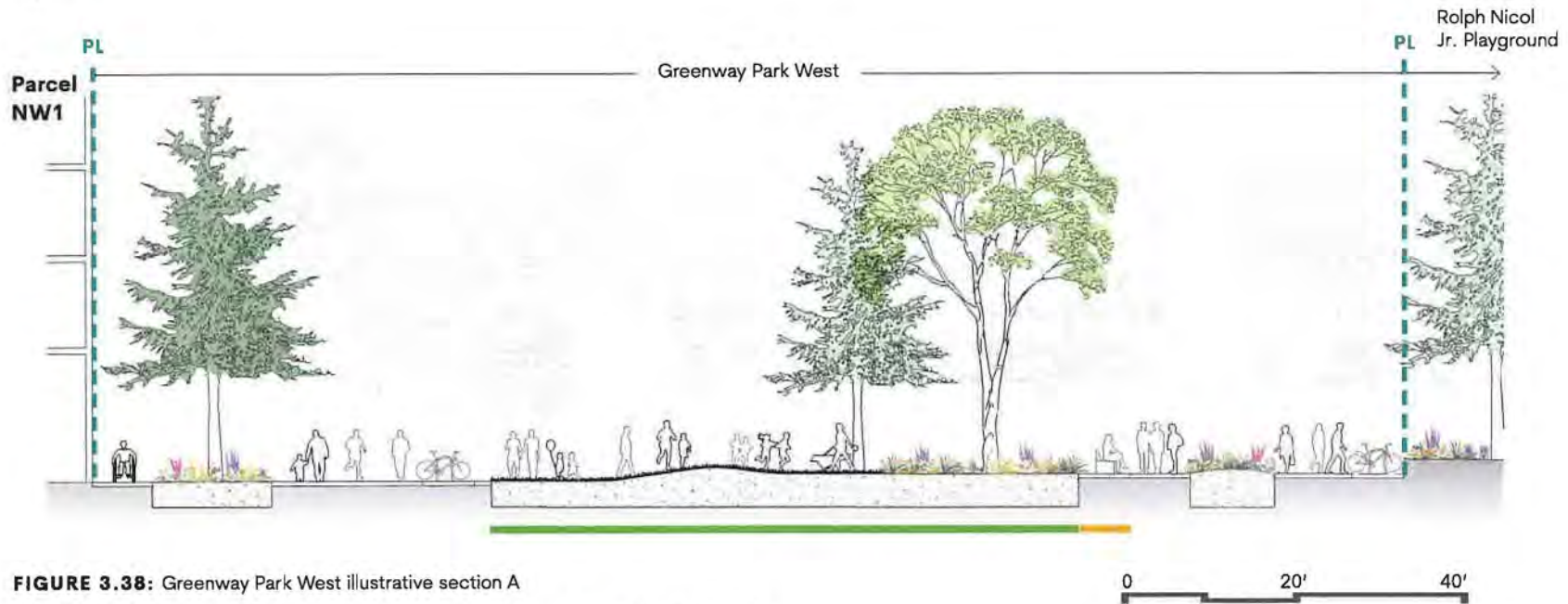


FIGURE 3.38: Greenway Park West illustrative section A

Legend

— Property Line (PL)

Required components

— Multi-use lawn

— Seating



Key Plan



FIGURE 3.39: Greenway Park East illustrative section B

Legend

— PL Property Line (PL)

Required components

— Multi-use lawn

— Micro-mobility hub

0 20' 40'

3.4 Secondary Open Spaces

Each Secondary Open Space is categorized by its role in the open space network as shown in Figure 3.40 as described below:

Arrival moment

These Secondary Open Spaces are to welcome people arriving at the site.

Supportive programming

These Secondary Open Spaces are to provide space for programming and support flexible functions and events for the adjacent areas, such as Primary Open Spaces and St. Stephen Catholic Church and School.

Visual and pedestrian connection

These Secondary Open Spaces are to provide visual and physical connection between 19th Avenue and 20th Avenue.

Buffer

These Secondary Open Spaces are to provide planting or circulation paths between new construction and neighbors.

Legend

- Arrival moment
- Supportive programming
- Visual and pedestrian connection
- Buffer

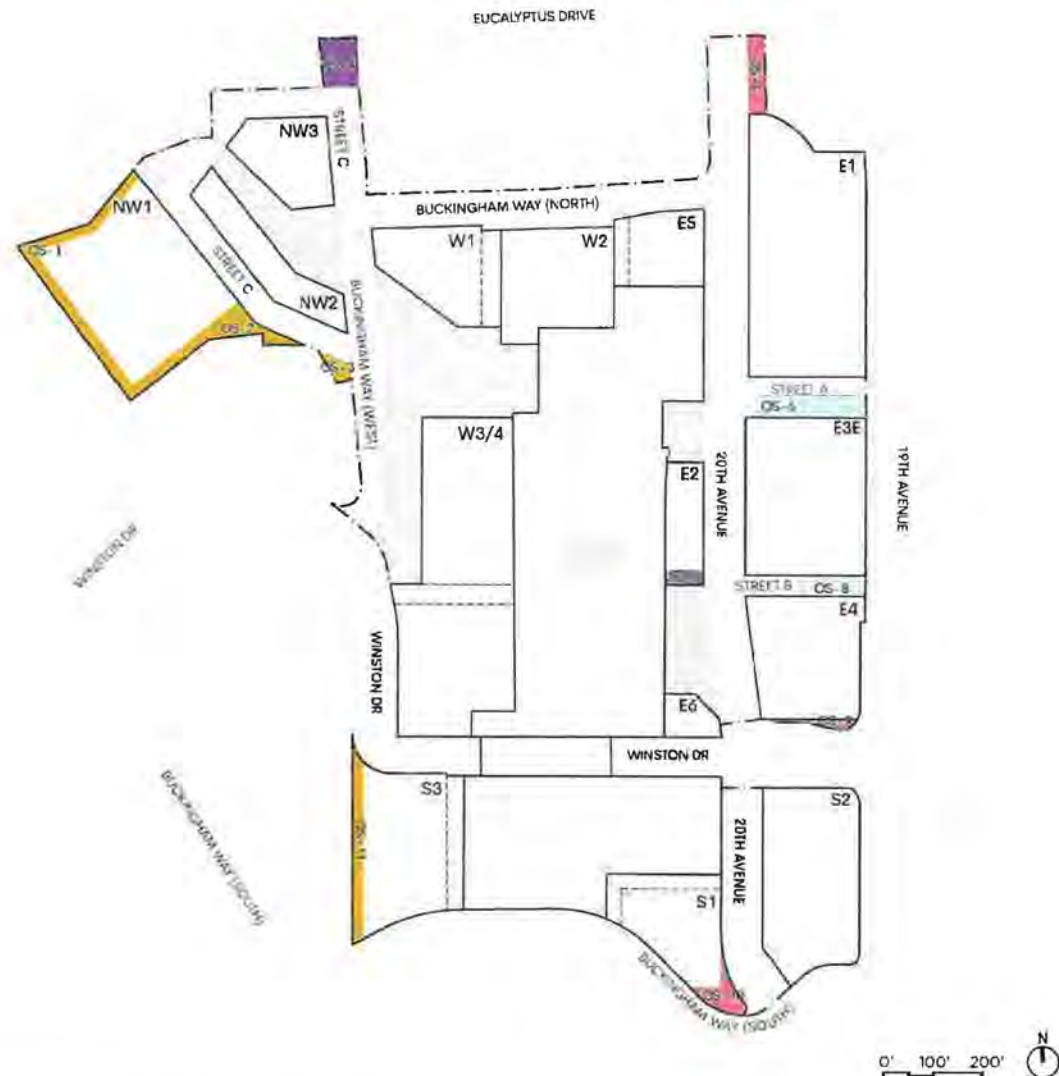


FIGURE 3.40: Secondary Open Space types

Standards

S3.4.1 Secondary Open Space components.

Secondary Open Spaces shall provide the following components based on the types indicated in Figure 3.40:

- Arrival moment Secondary Open Spaces shall include a minimum of one of the following components: active recreation, play element or structure, specialty feature or art, and community or habitat garden. Freestanding Gateway Signage qualifies as specialty features or art. See Section 6.5 for descriptions and requirements of Freestanding Signages.
- Supportive programming Secondary Open Spaces shall include a minimum of one of the following components: active recreation, play element or structure, specialty feature or art, and community or habitat garden.
- Visual and pedestrian connection Secondary Open Spaces shall include a minimum of one of the following components: specialty feature or art and habitat garden.

'OS – 4' and 'OS – 10' shall include a minimum of one type of seating as described in S3.9.2. See Figure 3.41 for examples of Secondary Open Space components.

S3.4.2 Secondary Open Space accessibility.

All Secondary Open Spaces shall be

ADA-accessible, with the following exceptions:

- 'OS – 5' and 'OS – 11'
- 'OS – 7' if providing multi-level design as described in the narrative of The Commons

S3.4.3 Secondary Open Space accessible pedestrian connection. Secondary Open Spaces, as listed below, shall provide a minimum 6-foot clear-width ADA-compliant pedestrian connection:

- 'OS – 4' to connect Street C and Eucalyptus Drive
- 'OS – 6' to connect 19th Avenue and 20th Avenue
- 'OS – 8' to connect 19th Avenue and 20th Avenue

S3.4.4 Secondary Open Space canopy coverage and ground treatment. Secondary Open Spaces shall provide a minimum tree canopy coverage of 25 percent and a minimum softscape ground cover of 25 percent, with the following exceptions:

- 'OS – 4' shall provide a minimum planting coverage of 15 percent in total for flexible space and events.
- 'OS – 5' shall provide a minimum planting coverage of 15 percent in total for spill-out uses from retail.
- 'OS – 7' is exempted from this standard if providing multi-level design elements as described in the narrative of The Commons.



FIGURE 3.41: Secondary Open Space component examples

3.5 Mid-block Passages

Mid-block passages within the Project range in both character and design.

'MBP – W1' and 'MBP – S1' are active transition spaces between the streetscapes and open spaces for pedestrians and include physical components, such as seating.

'MBP – E5' and 'MBP – S3' provide access for loading, maintenance, and emergency vehicles.

See S3.1.5 and S3.1.6 for mid-block passage locations and requirements in relationship to other Project Open Spaces.

Standards

S3.5.1 Mid-block passage size. Mid-block passages shall be a minimum of 30 feet wide, as indicated in Figure 3.43. Mid-block passage 'MBP – W1' is exempt and shall have a minimum average width of 40 feet.

S3.5.2 Mid-block passage connectivity and accessibility. Mid-block passages are not permitted to be gated, except as otherwise permitted pursuant to the Development Agreement, and shall provide ADA-accessible connections as listed below and as represented in Figure 3.42:

- 'MBP – W1': connect at-grade from Buckingham Way (North) to Town Square
- 'MBP – E5': connect at-grade from the north edge of Stonestown Galleria to Buckingham Way (North)

or 20th Avenue

- 'MBP – S1': connect at-grade to 20th Avenue and connect visually or physically to Buckingham Way (South)
- 'MBP – S3': connect at-grade between Winston Drive and Buckingham Way (South)

S3.5.3 Mid-block passage clearance. Mid-block passages shall maintain a minimum 14-foot clear height from any permitted projections, pedestrian bridges, and art or lighting elements. Less than 50 percent of the ceiling, as indicated in Figure 3.43, is permitted to be art and lighting elements including but not limited to string lights and temporary or permanent art installations. See S5.9.4 and S5.10.1 for standards on pedestrian bridges and permitted projections over mid-block passages.

S3.5.4 Mid-block passage pedestrian pathway. All mid-block passages shall include a minimum 10-foot-wide pedestrian pathway with the following exceptions:

- If multiple pedestrian pathways are provided within a mid-block passage, each pathway shall be a minimum width of six feet as indicated in Figure 3.43.
- 'MBP – W1' shall provide a minimum 12-foot-wide pathway to accommodate larger volumes of pedestrian traffic.



FIGURE 3.42: Mid-block passages

Legend

- Mid-block passage location
- Alternate passage locations on Parcel E5 and S3

S3.5.5 Mid-block passage planting. Mid-block passages shall provide planting in the design.

Guidelines

G3.5.1 Mid-block passage design. Mid-block passages shall incorporate design features within its ceiling and/or ground as indicated in Figure 3.43. These design features shall coordinate with building entries and circulation.

'MBP – W1' and 'MBP – S1' shall incorporate two out of the three design treatments as listed below. 'MBP – E5' and 'MBP – S3' shall incorporate one out of the three treatments.

- Ceiling design with lighting, art, or a combination of the two
- Ground design with special paving and/or treatment. See G.3.8.1 for examples of special paving.
- Ground design with plantings in planting beds or planters

See Figure 3.44 for examples of treatments. See Section 6.2 for the standards and guidelines of public realm lighting.

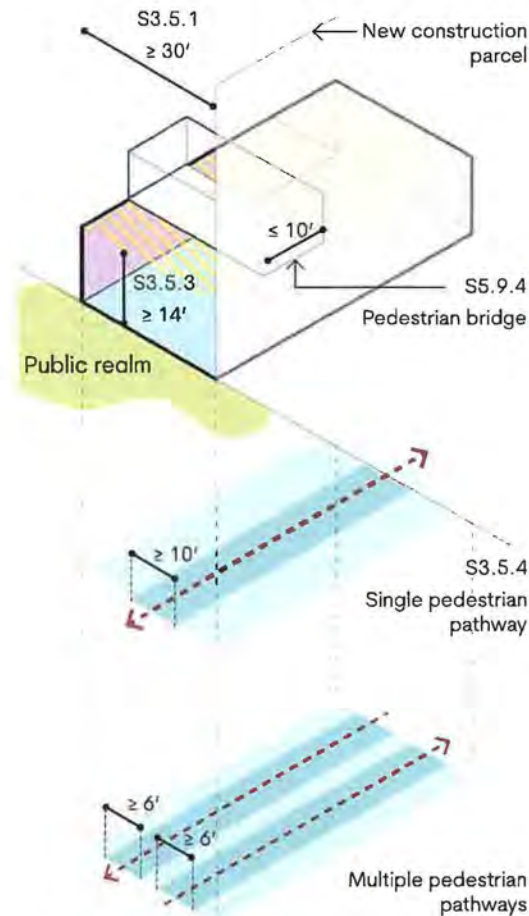


FIGURE 3.43: Mid-block passage design and pedestrian circulation diagram

Legend

- Yellow hatched area: Ceiling (Section 6.2)
- Purple hatched area: Facade (Section 5.8)
- Blue hatched area: Ground (G3.5.1)
- Dashed red arrow: Pedestrian circulation



Ceiling - Lighting and art installation



Ground - Special treatment



Ground - Plantings

FIGURE 3.44: Mid-block passage design examples

OPEN SPACE SYSTEMS

A well-connected and programmed open space network is further strengthened by layering of planting, stormwater management, materials, and furnishing as shown in Figure 3.45. These elements make up the open space systems, which are intended to reflect the larger Character Zones as represented in Figure 3.2.



FIGURE 3.45: Layered open space system examples

3.6 Open Space Planting

Planting design, species selection, and ecological performance are integral in connecting the Project to the natural ecologies of San Francisco and the nearby neighborhoods.

Planting species selection should prioritize durability, ecological performance, and aesthetics to respond to the regional planting profile, local planting compositions, growing conditions and added ecological value.

This section provides the tree and understory planting frameworks with recommended palettes and characteristics.

Tree Planting

A variety of tree species and heights are proposed throughout the Project to provide ecological diversity and visual interest. Larger trees highlight and frame views at key moments, while small and medium trees provide pedestrian-scaled natural elements in open spaces. The open space tree planting palette complements the character of each open space as well as the adjacent street tree planting palettes. See Section 4.10 for standards and guidelines on street trees.

Understory Layered Planting

The understory planting strategy is inspired by Thomas Rainer and Claudia West's in-depth study of layered planting, *Planting in a Post-Wild World*. Planting palettes are designed to grow together in the long term and change and morph naturally over time. The palettes are composed of a specified mix of groundcover, seasonal, structural, and filler planting. The arrangement of these plantings per coverage is shown in Figure 3.46, ordered from the greatest to the least. The performance requirements per layer are as follows:

- **Groundcover planting.** Groundcover planting is low-growing and spreading, has a year-round cover and presence, with a functional layer that forms a green mulch.
- **Seasonal planting.** Seasonal planting has a moderate lifespan, seasonal and strong visual accents, and an amorphous form with drifts of color and texture.
- **Structural planting.** Structural planting has a long lifespan with long seasonal interest, a year-round structure with a strong silhouette, and clump-forming.
- **Filler planting.** Filler planting has a short lifespan, seasonal and strong visual accents, and is self-seeding.



Groundcover Planting

Greater than 50% of understory planting area



Seasonal Planting

Less than 50% of understory planting area



Structural Planting

An accent portion of understory planting area



Filler Planting

An accent portion of understory planting area

FIGURE 3.46: Understory layered planting

Standards

S3.6.1 Tree and understory planting species selection criteria.

Tree and understory planting species shall be selected using the following criteria in each open space;

- Planting shall have low to moderate water use.
- A minimum of 50 percent of trees and understory plantings shall be California native species.
- A minimum of 80 percent of plants shall provide habitat, animal forage, and/or pollinator value.
- Species selection shall consider tolerance for the salinity levels of recycled water.

S3.6.2 Tree canopy size.

Tree canopy size shall comply with the sizes listed below:

- Small-sized: less than 20 feet crown diameter at maturity
- Medium-sized: 21 feet to 35 feet crown diameter tall at maturity
- Large-sized: over 35 feet crown diameter at maturity

See G.3.6.1 for required tree species and characteristic requirements.

S3.6.3 Tree canopy vertical clearance.

Trees shall maintain a minimum 84-inch vertical clearance between ground level and first branching where branches interfere with the path of travel. To

provide sightlines that are free of vertical obstructions along the Priority Retail Frontage and Retail and Services Frontage, trees within 20 feet from those frontages shall maintain a minimum 10-foot vertical clearance between ground level and first branching. See Section 2.2 for the location of the frontages.

S3.6.4 Understory layered planting strategy.

Understory plantings in open spaces shall comply with groundcover and seasonal planting percentages as defined in Figure 3.46. Structural and filler planting shall be required as accent plantings.

S3.6.5 Turf grass.

Turf grass shall be a maximum of five percent of each individual open space area to minimize maintenance and maximize water absorption capacity through alternative native and adapted species. Dog play areas with turf material are exempted from this standard.

S3.6.6 Nonpotable irrigation.

Nonpotable water shall be used for irrigation throughout all Project Open Spaces.

Healthy Landscapes

When selecting and locating trees and understory planting species, consider the site's unique microclimates, soils, and hydrology. Consider a planting palette that has the best chance to flourish within the site's urban setting and constrained growing conditions to provide aesthetic benefit, biodiversity, and biophilic experiences for people. Consider planting species that attract pollinators and provide habitats for animals and insects as shown in Figure 3.48 to 3.51. Consider integrating open space planting with streetscape planting to the extent feasible to cool the site, sequester carbon, and remove air pollution.

Consider structural soils for trees in hardscaped areas with high pedestrian traffic, such as the central plaza of The Commons, The Landing, and Town Square.

Planting selection is encouraged to align with SF Green Connection.

Consult www.SFplantfinder.org for planting species selection tools.

Guidelines

G3.6.1 Tree species. Tree species within Primary Open Spaces shall be selected based on the characteristics of each open space as listed in Figure 3.48 and Figure 3.49.

Tree species within Secondary Open Spaces and mid-block passages shall be selected as a complementary palette to adjacent Primary Open Spaces.

G3.6.2 Understory planting species. Understory planting species within Primary and Secondary Open Spaces shall be selected based on landscape zones. See an example of urban and natural landscape zones as illustrated in Figure 3.47 and listed in Figure 3.50 and Figure 3.51.

Understory plantings within mid-block passages shall use complementary palettes to adjacent Primary and Secondary Open Spaces.



FIGURE 3.47: Understory planting landscape zones diagram

Legend

- Urban landscape zone
- Natural landscape zone
- Mid-block passage location
- Alternate passage locations on Parcel E5 and S3

Environmental Comfort

Consider open space designs allowing for sunlight and provide elements that protect users from the cool climate. Trees, windbreaks, and layered plantings are encouraged to be placed oriented toward prevailing winds to provide shelter from the wind, while allowing appropriate solar exposure under specific weather conditions.

Sustainable Maintenance and Monitoring

Consider healthy landscaping practices, including minimizing or eliminating pesticides, herbicides, and non-organic fertilizers, for all Project Open Spaces.

Consider conducting a baseline assessment of species biodiversity within the open space areas and monitoring it annually.

The Commons

- Medium-sized tree
- Evergreen or deciduous tree
- A light and airy canopy
- Graceful form with special ornamental character



Ulmus parvifolia 'Drake'



Gleditsia triacanthis inermis 'Moraine'



Zelkova serrata



The Landing

- Large-sized tree
- Deciduous tree
- Specimen tree



Cupressus macrocarpa



Magnolia grandiflora



Eucalyptus citriodora



Town Square

- Large-sized tree
- Evergreen or deciduous tree
- Canopy with significant winter interest



Platanus x acerifolia



Metrosideros excelsa



Quercus agrifolia



Legend

- N Native species
- GC SF Green Connections
- Habitat or nesting plant
- Forage or host plant
- Pollinator plant

FIGURE 3.48: Tree species characteristics and examples

Linear Park + Greenway Parks (East and West)

- Medium to large-sized tree
- Evergreen or deciduous tree
- A light and airy canopy
- Mixed canopy with large specimen trees and smaller flowering trees

The Gallery

- Small-sized tree or tree-like plant
- Evergreen or deciduous tree
- Shade-tolerant
- A delicate canopy with seasonal interest



Quercus agrifolia



Aesculus californica



Craetagus x lavalleyi



Cornus 'Eddie's White Wonder'



Acer palmatum



Alsophila australis



FIGURE 3.49: Tree species characteristics and examples (continued)

Legend

- N Native species
- GC SF Green Connections

- Hand icon Habitat or nesting plant
- Hand icon Forage or host plant
- Hand icon Pollinator plant

Urban landscape zone

- Airy, delicate, movement-focused planting
- Grass-like plants with accent seasonal color

Medium scale - Planting areas six to 15 feet wide



Structural

Calamagrostis 'Karl Foerster'



Seasonal

Euphorbia x martinii



Seasonal

Salvia nemorosa



Filler

Aquilegia chrysantha



Groundcover

Carex divulsa



Large scale - Planting areas greater than 15 feet wide



Structural

Aesculus californica



Structural

Cercis occidentalis



Seasonal

Leymus 'Canyon Prince'



Seasonal

Eriogonum latifolium



Filler

Eschscholzia maritima



Groundcover

Salvia 'Bee's Bliss'



Groundcover

Carex pansa



Legend

- N** Native species
- GC** SF Green Connections
- Habitat or nesting plant
- Forage or host plant
- Pollinator plant

FIGURE 3.50: Understory urban landscape zone species characteristics and examples

Natural landscape zone

- Bold, rugged, naturalistic planting
- Evergreen plants with accent seasonal color

Medium scale - Planting areas six to 15 feet wide



Structural

Rhamnus 'Leatherleaf'



Seasonal

Polystichum munitum



Groundcover

Bergenia 'Winter Glow'



Groundcover

Carex pansa



Large scale - Planting areas greater than 15 feet wide



Structural

Dicksonia antarctica



Seasonal

Iris douglasiana



Seasonal

Polystichum munitum



Filler

Senecio 'Giovanna's Select'



Groundcover

Lomandra longifolia



Groundcover

Heuchera maxima



Legend

- Native species
- SF Green Connections
- Habitat or nesting plant
- Forage or host plant
- Pollinator plant

FIGURE 3.51: Understory natural landscape zone species characteristics and examples

3.7 Stormwater Management

The Project is served by the City's combined sewer system. Stormwater is managed downstream at an offsite treatment plant. As per of the Stormwater Management Requirements (SMR), the Project shall implement a stormwater management approach that reduces existing stormwater runoff peak flow rate and volume by 25 percent from the pre-development conditions for the two-year 24-hour design storm. While the Project's open spaces, streets, and building systems are designed to work together to manage stormwater, stormwater within the public realm and private streets is managed separately from stormwater within new construction. See Section 12 of the Infrastructure Plan for minimum stormwater facilities' footprint area, exempt areas, and stormwater management measures.

Standards

-  **S3.7.1 Stormwater management.** The Project shall be compliant with the Stormwater Management Requirements and submit Stormwater Control Plans for San Francisco Public Utilities Commission (SFPUC) review and approval.
-  **S3.7.2 Greenway Park East demonstration area.** Greenway Park East shall incorporate permeable paving and stormwater planters to demonstrate and encourage nature play for residents and visitors.

Guidelines

-  **G3.7.1 Integration of stormwater management.** Stormwater management strategies and design shall be integrated with Project Open Spaces and adhere to accessibility and safety standards. Examples of stormwater management strategies that reveal the natural character of the site include but are not limited to runnels, sculptural splash blocks, and stormwater planters.

Infiltration-based Strategies

The Project soils are suitable for stormwater management through infiltration. Therefore, a combination of infiltration measures, such as infiltration galleries and permeable pavement, are encouraged to manage stormwater and reduce peak and total stormwater flows. When selecting stormwater management strategies, consider green infrastructure and material flexibility, long-term maintenance requirements, as well as the cost per value to ensure optimal performance and longevity. See Section 3.8 for additional standards and guidelines on the permeable pavement. See Figure 3.52 for stormwater strategy examples.

Water Sourcing

Irrigation systems are encouraged to comply with the San Francisco Water Efficient Irrigation Ordinance. Irrigation systems may conserve water by incorporating a central shut-off valve, submeters, separate zones for different watering needs, timers, high-efficiency nozzles, and/or moisture sensors.

Consider capturing stormwater from open spaces to increase the amount of non-potable water used for irrigation.



FIGURE 3.52: Stormwater planting palette examples

Legend

- N Native species
- GC SF Green Connections

- Habitat or nesting plant
- Forage or host plant
- Pollinator plant

Native Planting

The stormwater planting strategies for the Project feature a selection of native and non-invasive planting species that can withstand a range of wet and dry conditions and are adapted to coastal climates. The stormwater planting palette follows the layered understory planting strategy. See Figure 3.52 for a stormwater planting palette sample.



Permeable pavement



Stormwater planter



Infiltration gallery

FIGURE 3.53: Stormwater strategy examples

3.8 Open Space Materials

Project Open Space materials pay attention to connectivity and wayfinding within the open space network.

Open spaces that provide space for markets and events should use materials that allow for limited vehicle access such as loading and temporary parking.

Materials are complementary with those found in Section 4.11 Streetscape Materials.

Treatments include both hardscape and softscape as defined below:

- **Hardscape.** Hardscapes include but is not limited to plazas, walkways, and footprints for structures in open spaces. Hardscaped ground treatments may use expression of geometries to provide scale and interest through paving patterns.
- **Softscape.** Softscapes include but is not limited to groundcover vegetation, lawns, perennial plantings, and landscaped berms. Softscaped ground treatments may add color, texture, and diversity to the landscape.



Urban



Transition



Neighborhood

FIGURE 3.54: Paving material by Character Zone examples

Character Zone Materials

Consider material palettes and design that reflect Character Zones as described below and represented in Figure 3.2 and Figure 3.54.

Urban materials are civic in identity. The Commons and The Landing incorporate high-quality and durable materials inspired by the formal geometries and patterns within the Stonestown Galleria.

Transition materials, such as flagstone and concrete, create texture and feature organic materials in contrast to smooth and finished elements in Town Square and Linear Park.

Neighborhood materials include concrete, asphalt or stone with more playful patterns that relates to neighborhood uses, such as play and fitness.

Standards

- S3.8.1 Dog play area.** Surfacing for dog play areas shall be durable, easy to maintain, and provide good traction and drainage and shall use materials such as gravel, decomposed granite, synthetic turf, sand, and others that meet the performance criteria.
- S3.8.2 Active recreation and play elements surfacing.** Surfacing for active recreation and play elements shall have the durability for continuous use and foot traffic. Active recreation and play elements surfacing shall include materials such as poured-in-place rubber, synthetic turf, decomposed granite, and sand.
- S3.8.3 Deck and boardwalk areas.** Deck and boardwalk areas shall have the durability for continuous use and foot traffic. They are permitted to include thermally modified wood.

Guidelines

- G3.8.1 Paving material quality.** Paving materials shall be constructed from durable materials and be maintained over time to meet the functional criteria of open spaces. Paving in pedestrian circulation and open space component areas shall be ADA-compliant. Materials in Town Square, Linear Park, and mid-block passage 'MBP - W1' shall

accommodate a range of vehicle usage for markets and events.

- G3.8.2 Paving design in Primary Open Spaces.** Hardscaped area in Primary Open Spaces shall incorporate paving design strategies such as integrating special paving materials or creating distinct patterns. Special paving are distinctive or high-quality materials including but not limited to concrete unit pavers, natural stone paving, wood paving, and decorative paving such as colored concrete or exposed aggregate concrete.
- G3.8.3 Permeable pavement.** Permeable pavement, when applied, shall be compliant with the ADA Accessibility Guidelines requirements.
- G3.8.4 Stamped concrete.** Stamped concrete shall not disturb the design continuity of open spaces. Expansion joints, when applied, shall be integrated into or placed in a way that minimize interruptions to the pavement pattern.
- G3.8.5 Reduce local heat island effect.** Materials shall be selected to reduce the urban heat island effect, balance light reflectivity, and sun exposure.
- G3.8.6 Sustainable material selection.** Sustainable paving materials shall be incorporated, including recycled, local, and sustainably sourced materials.

Surface Permeability

Consider incorporating permeable surfaces where possible in open space design to reduce stormwater runoff and reduce heat island effect. Consider targeting at least 75 percent of horizontal surfaces to be permeable.

Material Selection and Sourcing

Consider paving materials that include recycled, local, or sustainably sourced materials. Consider conducting a life-cycle assessment to identify embodied carbon drivers for the site and quantify reduction potential for key elements and materials.

During construction of open spaces, consider opportunities for reuse of demolition waste from the site and procuring construction materials from local sources.



Stone pavers



Flagstone



Split-face granite cobble



Pre-cast concrete and pre-cast permeable unit-pavers



Wood decking



Decomposed granite



Asphalt with frame



Cast-in-place concrete



Enhanced cast-in-place concrete

FIGURE 3.55: Paving material examples

3.9 Open Space Furnishings

Accessible and aesthetically pleasing furnishings support a welcoming, inclusive, and equitable public realm. An all-ages-and-abilities approach to furnishing means having a wide range of options and styles of seating. Furnishings should also be simple and intuitive to use and enjoy.

See Section 4.12 for additional standards and guidelines on furnishing design in the streetscape.



Urban



Transition



Neighborhood

FIGURE 3.56: Seating by Character Zone examples

Character Zone Seating

Seating within the open spaces reflects the distinct Character Zone of each area, as represented in Figure 3.2 and Figure 3.56.

Urban seating is refined, smooth, and airy with colorful appearances.

Transition seating utilizes a hybrid of colors and natural materials.

Neighborhood seating is raw, heavy, and solid in identity, driven by the intended programs such as play and fitness.

Seating placement should consider tree or planted canopies or shading devices to prevent or minimize glare. Incorporating utilities such as power sources and WIFI are encouraged.

Standards

S3.9.1 Furnishing location. Temporary and permanent furnishings shall not interrupt primary circulation paths within open spaces. Open space furnishing location shall be coordinated with primary building entries and street designs.

S3.9.2 Seating types. Seating available to the public is required in all Primary and Secondary Open Spaces as described in S3.3.2 and S3.4.1 and shall be either moveable or fixed. Types and characteristics shall be defined as listed below. See Figure 3.57 for seating examples.

- **Chairs.** Chairs are used to provide spaces for individuals or be arranged to accommodate small groups.
- **Benches.** Benches provide long seating for multiple people to sit at the same time.
- **Lounge seating.** Lounge seating provides comfort to the users and encourage relaxed positions by integrating design elements such as leaned backs and footrests.
- **Picnic furnishing.** Picnic furnishing is used for outdoor dining, gathering, and/or resting. It is in areas under shade and adjacent to play elements, active recreational uses, or food vendors.



Chairs



Benches



Lounge seating



Picnic furnishing

FIGURE 3.57: Seating by type examples

- S3.9.3 Furnishing materials.** Furnishings in all open spaces shall be marine grade. The use of plastic shall be minimized to the extent feasible.
- S3.9.4 Bike racks.** Bike racks shall have two points of contact and use galvanized metal or similar materials that are durable to withstand the microclimates of western San Francisco neighborhoods.
- S3.9.5 Tree grates.** Tree grates shall be made of steel and be heel-proof, slip resistant, and ADA-compliant. See Figure 3.58 for an example
- S3.9.6 Dog waste stations.** A minimum of one dog waste station shall be installed within the dog play area. The dog waste station shall incorporate durable materials and be designed for easy access and maintenance. See S3.2.1 for the location of the dog play area.
- S3.9.7 Drinking water fountains.** A minimum of one drinking fountain with an ADA-accessible side for people and a side for pets shall be provided in both Greenway Parks (East and West) and Town Square. See Figure 3.58 for an example.
- S3.9.8 Waste receptacles.** Waste receptacles shall be rain-protected, temper and vermin-proof, and include side opening. Receptacles shall accommodate the multi-stream collection, such as trash, recycling, and compost. See Figure 3.58 for an example.

Guidelines

- G3.9.1 Seating height and size variation.** Seating within Project Open Spaces shall include different heights and lengths such as tiered or accessible seating.
- G3.9.2 Outdoor dining.** Outdoor dining directly adjacent to ground floor retail uses are permitted as private seating for ground floor tenant use while maintaining clear access to buildings and visibility to open space.
- G3.9.3 Fence and gate.** Fences and gates shall be durable and provide visibility between the separated open space uses. See S3.2.3 for the location of fences and gates.
- G3.9.4 Auxiliary use structures.** Auxiliary use structures, even when closed, shall add visual interest to the open spaces. See S2.1.5 for further requirements of auxiliary use in Primary Open Spaces. See Figure 3.58 for an example.

Inclusive Design

Consider open space furnishings that foster interactions between people and create welcoming spaces to gather and pause. Having safe and comfortable places to be outside improve the physical and mental health of users.

Providing multiple types of seating options amongst other furnishing types provides users with choices for what works best for them. Furnishings are encouraged to meet the needs of the people they serve, particularly the elderly and those with young children. All seating areas are encouraged to be accessible to those in wheelchairs or with other support needs.

Consider various body types and abilities when selecting furnishings such as active recreation equipment. When tables and seating are moveable, consider ease of use and adjustment for both users and maintenance staff.



Active recreation equipment



Drinking water fountain



Waste receptacle



Tree grate



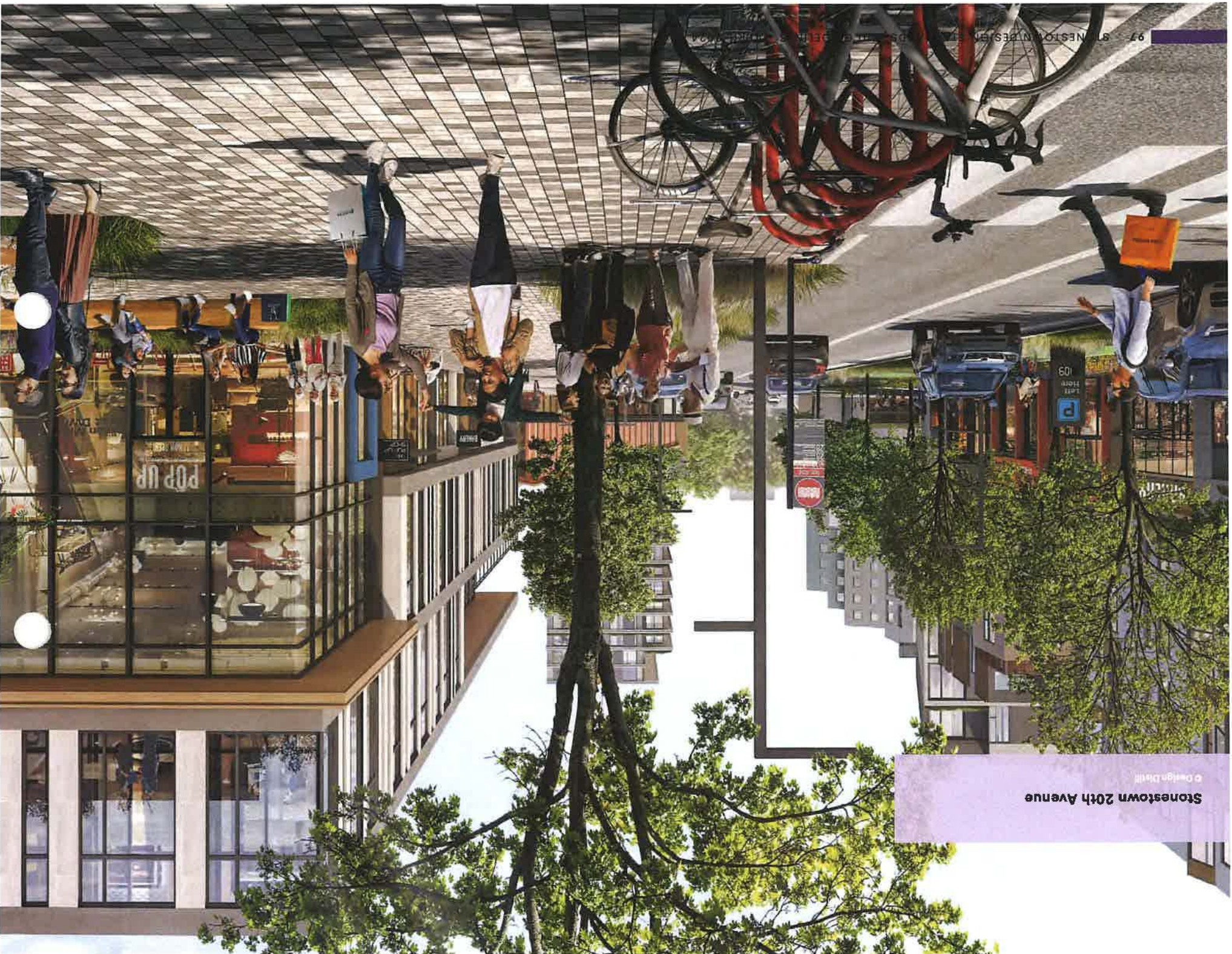
Fence and gate



Auxiliary use structure

FIGURE 3.58: Other furnishing examples

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STREETS

4

OVERVIEW..... 99

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OVERVIEW

The Project's street network is made up of public and private streets organized to break down the scale of the site and provide for more comfortable movements to achieve a pedestrian-focused town center in place of the existing surface parking lots.

The street network connects the site to the city's transit services such as the San Francisco Municipal Railway (Muni) bus routes and the M Ocean View light rail line, providing efficient transit access for visitors, workers, and residents. Multimodal access is an essential feature of the neighborhood, facilitating convenient pedestrian and bicyclist movements across the Project with generous sidewalks, protected Bicycle Facilities, and traffic calming measures.

Both private streets and public rights-of-way constitute the street network as described in Section 4.1. The pedestrian, bicycle, and transit networks that these streets support are described and illustrated in Section 4.2, 4.3, and 4.4. Section 4.5 describes on-street parking and loading locations, while Section 4.6 describes off-street parking and loading access.

The various zones that comprise the street design are described in Section 4.7 and Section 4.8 and each street segment is described and illustrated in Section 4.9.

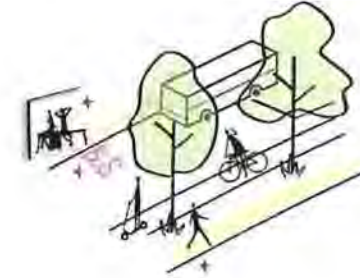
Standards and guidelines related to plantings, materials, and furnishings are found in Sections 4.10, 4.11 and 4.12 to enhance and complement open spaces and ground floor building programs.

The standards and guidelines found in this chapter complement the SF Better Streets Plan (SF BSP) guidance and, in certain instances, override SF BSP with guidance specific to the Project.

This chapter is also informed by Vision Zero SF policy.

See the Stonestown Infrastructure Plan for information related to emergency vehicle access, utility placement, and stormwater management.

Design Drivers



Strong connections

- **Designed to connect.** The Project's street grid connects to institutional neighbors such as San Francisco State University to the south and west and St Stephen Catholic Church and School to the north, as well as nearby businesses and residential streets.
- **Enhanced link to Rolph Nicol Jr. Playground.** Clear sightlines and direct connections to Rolph Nicol Jr. Playground are prioritized arrangement of Greenway Parks and the Street C streetscape.

Inclusive design

- **Safe and inclusive.** Streetscape design fosters a welcoming and accessible street environment that is safe and inclusive to serve a wide range of ages and abilities. By designing for mobility-challenged individuals, the street network is more comfortable for all users.
- **Generous amenities.** Wide sidewalks, protected Bicycle Facilities, a mix of furnishings, considered paving materials, and carefully located loading areas further enhance safety and functionality.

Multimodal experiences

- **Multimodal arrivals.** The Project builds on adjacent regional mobility networks, including city bicycle routes and SFMTA transit services that connect into the heart of the Project.
- **Pedestrian-first approach.** The street network puts a special emphasis on pedestrian experience – whether people arrive by transit, bicycle, ride share, or private vehicle, they are all pedestrians at one point in their journey.

Pedestrian Priority Areas

Streetscapes complement open spaces to provide a compelling, comfortable pedestrian experience. As shown in Figure 4.1, streetscapes along these open spaces on 20th Avenue and Buckingham Way (West) are pedestrian priority areas that have additional requirements for plantings, paving materials, and furnishings to integrate with adjacent open spaces and enhance the public realm as detailed in Sections 4.10, 4.11, and 4.12 respectively.



FIGURE 4.1: Pedestrian priority areas

Legend

- Property line
- Muni M Ocean View light rail line
- Public realm connection
- Stonestown Galleria interior circulation
- Public realm
- Stonestown Galleria, excluded from the project site
- New construction parcels

STREET NETWORK

Streets are categorized following SF BSP street types as shown in Figure 4.2. Distinct street types are applied across the Project, ranging in use and scale. 20th Avenue, for example, serves as a retail-focused Neighborhood Commercial Street with ample space for spill-out activities in the sidewalk. Other Neighborhood Commercial Streets include Winston Drive and Buckingham Way which facilitate multimodal movement across the site. Street C in the northwest area is designed as a Neighborhood Residential Street lined with stoops and residential amenities. Alleys create smaller, more human-scaled blocks that allow for convenient pedestrian movements between 19th and 20th Avenue. Privately owned publicly accessible open spaces also contribute to pedestrian circulation and are referred to in this document as Secondary Open Spaces and mid-block passages. For standards and guidelines related to Secondary Open Spaces and mid-block passages see Chapter 3: Open Space.

Legend

-  Residential Thoroughway
-  Neighborhood Commercial Street
-  Neighborhood Residential Street
-  Alley
-  Open space connections (Chapter 3: Open Space)



FIGURE 4.2: Street type illustrative network categorized by SF BSP definitions

4.1 Street Layout

Newly added and redesigned public and private streets create a network that improves access throughout the site as shown in Figure 4.3. Private streets are improved and maintained privately and accessible to the public. Winston Drive is a public right-of-way that is enhanced through standards and guidelines in this document and remains publicly owned. Public streets adjacent to the Project such as 19th Avenue and Buckingham Way (South) will receive sidewalk enhancements within Publicly Accessible Sidewalk and Access Easements. More information on these easements can be found in Section 4.8.

Standards

S4.1.1 Private street access. Private streets within the Project shall allow public access at all times.

S4.1.2 New construction above streets. All streets, as shown in Figure 4.3, shall be open to the sky with the exception of the existing Stonestown Galleria bridge parcel over Winston Drive. Occupiable and non-occupiable projections are permitted above streets per Section 5.10.

Legend

- Public right-of-way
- Private street
- Existing Stonestown Galleria bridge parcel



FIGURE 4.3: Public and private street network

4.2 Pedestrian Network

Streetscapes with clear pedestrian pathways and crossing locations prioritize accessibility amongst the steep grade changes of the site. Pedestrian movement is supported by traffic calming measures and enhanced crosswalks as described in this section. For examples of pedestrian streetscapes see Figure 4.4.

Standards

S4.2.1 Pedestrian crosswalk locations.

Pedestrian crosswalks shall be provided within streets and intersections as shown in Figure 4.5. The exact placement of pedestrian crosswalks is flexible to align with grading and streetscape elements. Additional crosswalks are permitted. All crosswalks shall be consistent with the Federal Highway Administration guidelines and SFMTA Crosswalk Guidelines.

S4.2.2 Raised crosswalks. A raised intersection, including raised crosswalks, shall be provided at the Buckingham Way (West) and Street C intersection. A raised crosswalk shall be provided at the Street C mid-block crossing connecting the Greenway Parks and Rolph Nicol Jr. Playground. Raised crosswalks shall comply with SFPW guidelines.

Guidelines

G4.2.1 Pedestrian crosswalk enhancements.

The design of all pedestrian crosswalks shall include safety features such as but not limited to raised crosswalks, curb extensions, or pedestrian refuge islands where feasible as described in SF BSP. Pedestrian crosswalks that are not controlled by a traffic signal or stop sign shall include additional enhancements such as but not limited to rectangular rapid-flashing beacons and advanced yield.



FIGURE 4.4: Pedestrian streetscape examples

Legend

- Sidewalks
- - - Illustrative open space circulation
- Crosswalks
- Raised crosswalks
- Existing pedestrian network
- - - Stonestown Galleria interior publicly accessible east-west circulation*

*Publicly accessible hours through Stonestown Galleria shall be provided as stated in the Development Agreement.

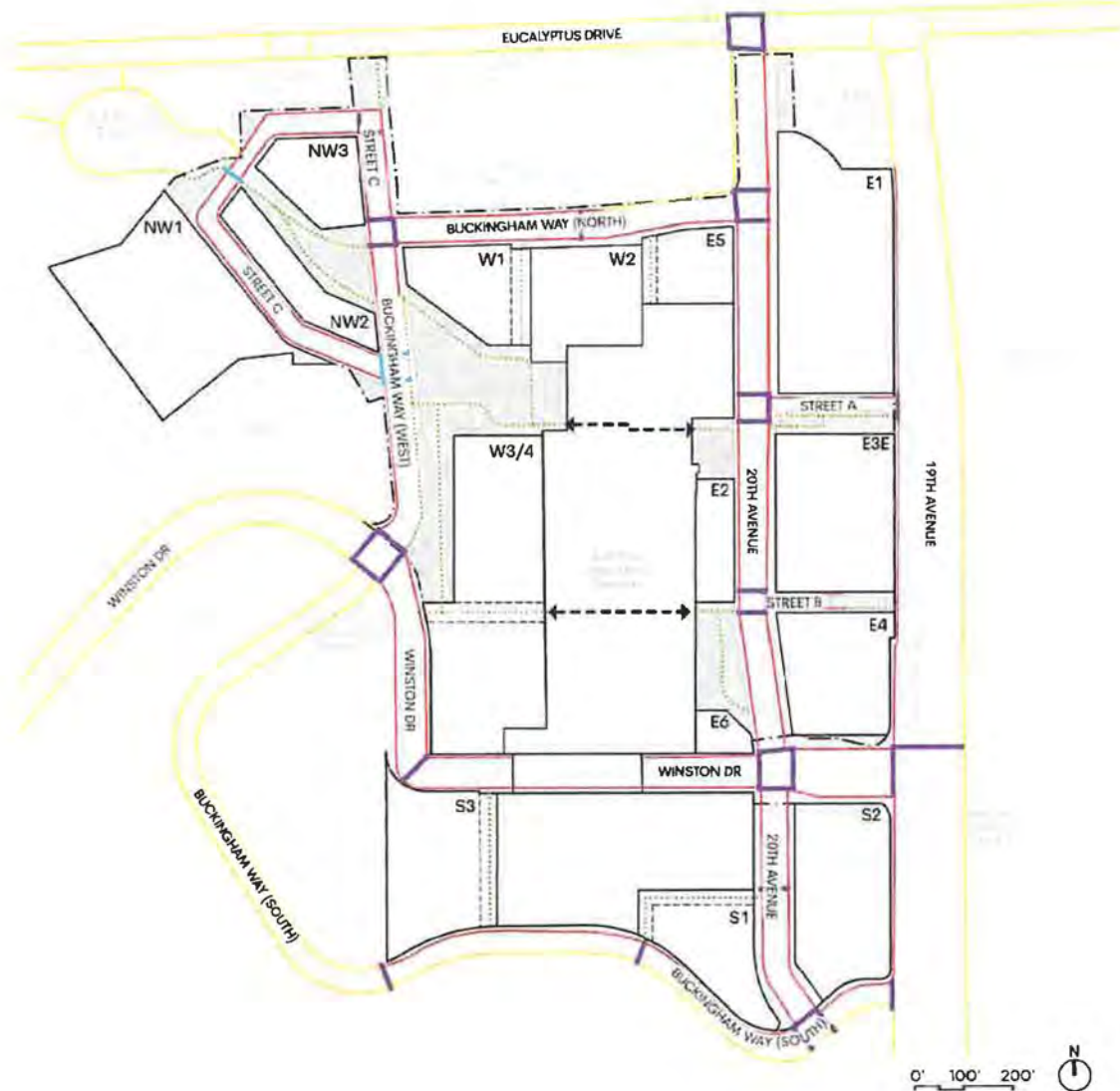


FIGURE 4.5: Pedestrian network

4.3 Bicycle Network

The proposed bicycle network provides two-way bicycle circulation on all Neighborhood Residential and Commercial streets in the Project and links into the larger San Francisco bicycle network as shown in Figure 4.6. Example Bicycle Facilities can be found in Figure 4.7. Four types of Bicycle Facilities are included within or adjacent to the Project, described by the California Department of Transportation as follows:

- Bicycle Paths (Class I) – facilities with an exclusive right-of-way for cyclists and sometimes pedestrians.
- Bicycle Lanes (Class II) – facilities in the roadway but separated and reserved for cyclists by lane markers or surface coloring.
- Bicycle Routes (Class III) – facilities shared with motor vehicles within the travel lanes.
- Separated Bikeways (Class IV) – facilities exclusively for cyclists, physically separated or buffered from vehicle traffic.

The design of Bicycle Facilities aligns with SFMTA and Caltrans standards as well as best practices found in the NACTO Urban Bikeway Design Guide.

Legend

- Existing bicycle path (Class I)
- Existing bicycle lane (Class II)
- Existing bicycle route (Class III)
- Separated bikeway (Class IV)
- Illustrative Micro-mobility hub location

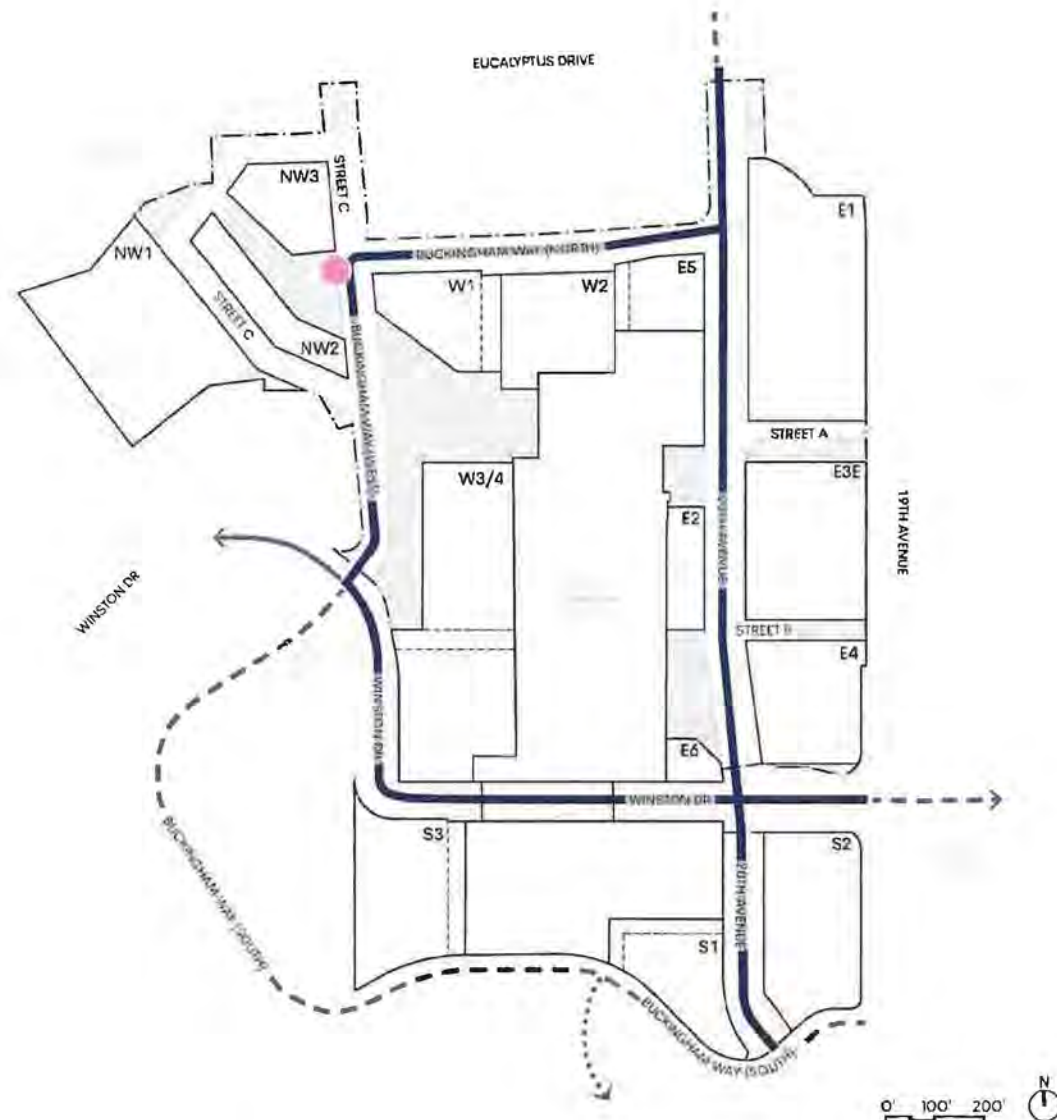


FIGURE 4.6: Bicycle Facility network

Standards

S4.3.1 Bicycle Facilities. Class IV Bicycle Facilities shall be provided as shown in Figure 4.6. Each street with a Bicycle Facility shall provide two-way circulation. The eastbound Bicycle Facility on Winston Drive between 19th Avenue and 20th Avenue is permitted to be a Class I, II, III or IV Bicycle Facility as needed for street design. For minimum Bicycle Facility dimensions, see S4.7.7.

S4.3.2 Class Two bicycle parking locations. Class Two bicycle parking spaces shall be located, as feasible, near all main pedestrian entries to which they are accessory and shall not be located in or immediately adjacent to service, trash, or loading areas.

All uses may locate Class Two bicycle parking in a public or private street, such as in a sidewalk Furnishing Zone or in place of an on-street vehicle parking space, near main building entrances. If existing Class Two bicycle parking in the required quantities already exists in a public or private street immediately fronting the subject parcel, and such spaces are not satisfying bicycle parking requirements for another use, such parking shall be deemed to meet the Class Two bicycle parking requirement for that use. Parking meters, poles, signs, or other street furniture shall not be used to satisfy Class Two bicycle parking requirements, unless other

public agencies have specifically designed and designated these structures for the parking of a bicycle.

If located within a street, bicycle racks are not permitted within the Throughway Zone of the sidewalk as described in Section 4.7 and shall conform to SFMTA, Planning, and Public Works guidance.

Non-residential uses other than non-accessory garages and parking lots, may locate Class Two bicycle parking spaces in required non-residential open space, provided that such bicycle parking does not occupy more than 5 percent of the open space area or 120 square feet, whichever is greater, and does not affect pedestrian circulation in the open space.

S4.3.3 Bicycle intersection design. Bicycle Facilities shall be continuous and provide access up to the crosswalk or limit line for safety purposes. Bicycle Facilities shall maintain the same level of protection required for the specified Bicycle Facility class through the intersection to the extent possible.

S4.3.4 Micro-mobility hub. A micro-mobility hub that organizes bicycle parking, bicycle sharing services, and other micro-mobility elements shall be provided within the Greenway Park East as noted in S3.3.23.



Class IV bidirectional Bicycle Facility



Class IV single-direction Bicycle Facility

FIGURE 4.7: Class IV Bicycle Facility examples

4.4 Transit Network

Supporting transit ridership reduces reliance on private vehicles as a main mode of transportation. To enhance the access to transit within the site, Sidewalk Zones are expanded to integrate transit stops and boarding areas. The locations of routes and transit stops are to be coordinated with SFMTA, SamTrans, and SFSU. See Figure 4.8 for an illustrative diagram of the transit network.

Standards

S4.4.1 Transit access. Buses are permitted to stop in-lane to minimize curb-to-curb widths.

S4.4.2 Transit boarding access within private streets. Transit boarding areas within private streets shall be located within the Sidewalk Zone as noted in Section 4.7.

Legend

-  MUNI M Ocean View light rail line
-  MUNI M Ocean View light rail stop
-  SamTrans 122 route
-  SFSU shuttle
-  MUNI 18 bus route
-  MUNI 28 bus route
-  MUNI 28R bus route
-  MUNI 29 bus route
-  MUNI 57 bus route
-  MUNI 58 bus route
-  Illustrative bus stop locations
-  Illustrative bus layover locations

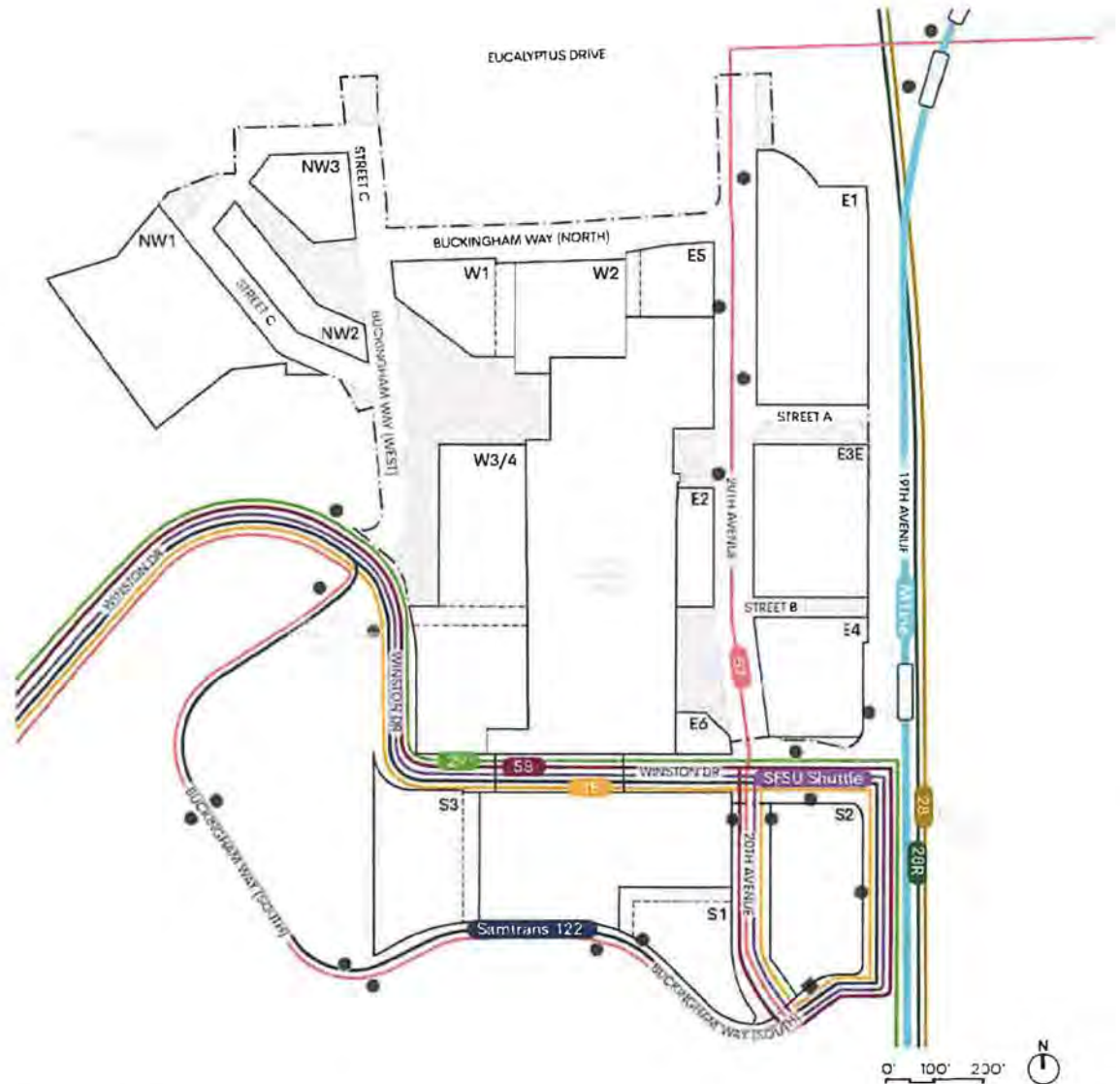


FIGURE 4.8: Transit illustrative network

4.5 On-street Parking and Loading

Short-term on-street parking and loading areas provide convenient options for users to access the site. The quantity and distribution of these areas will be detailed in a Driveway Loading and Operations Plan to be submitted for each project phase.

Standards

S4.5.1 On-street parking and loading locations. Provision of on-street parking and loading is permitted to accommodate curbside demand as feasible in alignment with transit stops and turning movements. Figure 4.9 indicates potential on-street parking and loading locations.

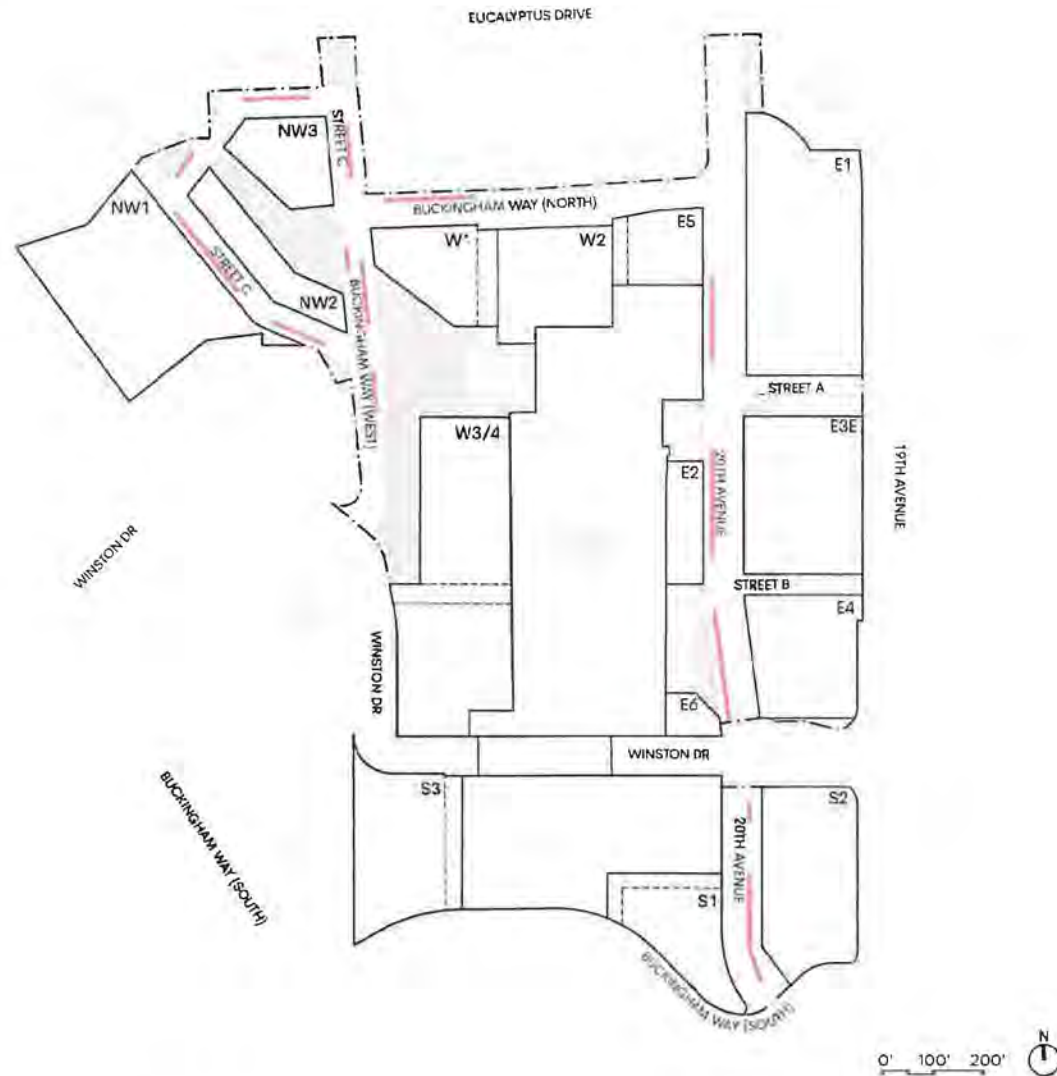


FIGURE 4.9: On-street parking and loading illustrative network

4.6 Off-street Parking and Loading Curb Cuts

The design and alignment of curb cuts and driveways are convenient for motorists while also providing for the safety and comfort of pedestrians and cyclists.

While this document does not prohibit driveway access along 19th Avenue, it should be recognized that any access along this street edge would need to be coordinated and approved by Caltrans.

Legend

- Prohibited locations for curb cuts to off-street parking and loading
- Maximum of one curb cut per parcel street frontage
- Maximum of two curb cuts per parcel street frontage
- Curb cuts along 19th Avenue will need to be coordinated and approved by Caltrans

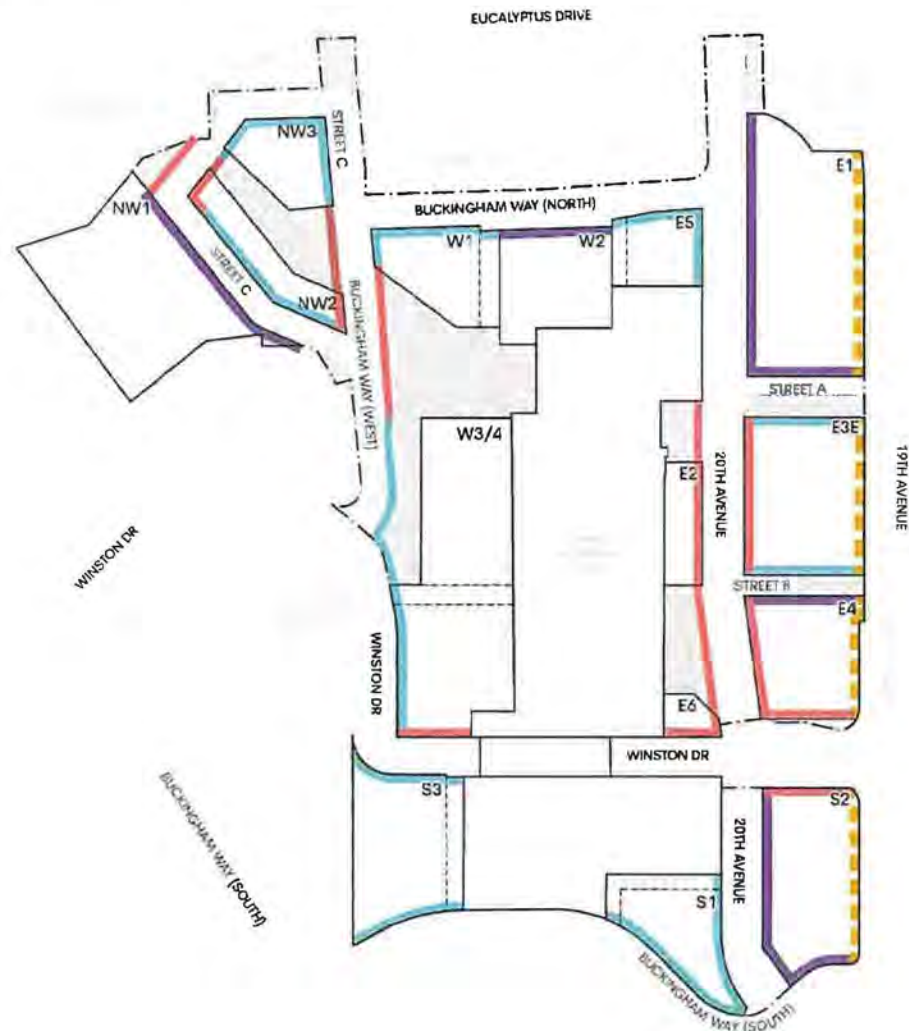


FIGURE 4.10: Off-street parking and loading curb cut quantity and prohibited frontages

Standards

S4.6.1 Prohibited curb cut locations.

Curb cuts for off-street parking and loading access to new construction are prohibited along parcel frontages as indicated in Figure 4.10. Curb cuts provided exclusively for maintenance or emergency vehicle access are exempt and shall be applied where required. Curb cuts required for event and market loading are exempt. Curb cuts for uses other than off-street parking and loading are permitted at all mid-block passages as described in Section 3.5. Curb cuts at passages serving off-street parking and loading shall count toward the curb cut quantities detailed in S4.6.2.

S4.6.2 Curb cut quantity. The maximum number of curb cuts permitted per parcel street frontage are indicated in Figure 4.10. Parcels developed as townhomes are exempt and permitted to have additional curb cuts, such that each curb cut is shared by at least two townhomes.

S4.6.3 Curb cut widths. All curb cuts serving off-street parking and loading for new construction parcels shall comply with the following:

- One-way curb cuts shall have a maximum width of 10 feet including transition slopes
- Two-way curb cuts shall have a maximum width of 20 feet including transition slopes
- Curb cuts shall be separated by a minimum width of five feet. Parcels developed as townhomes are exempt
- Curb cuts shall not utilize ramping within the Throughway Zone or Bicycle Facility as described in Section 4.7

Required curb cut dimensions are permitted to exceed these widths to accommodate vehicle turning templates as found in SF Public Works Driveway Standard Plan 87,171.

S4.6.4 Combined curb cuts and entries. Curb cuts and garage access for off-street parking and loading for different uses shall be shared unless infeasible due to operational or technical constraints.

STREET DESIGN

4.7 Street Elements

Building on SF BSP guidance, each street within the Project is composed of four elements: Sidewalk Zones, travel lanes, Bicycle Facilities, and Flex Zones for on-street parking and loading as described below. Figure 4.11 illustrates which portions of the streetscape design lie within the Sidewalk Zone (SZ) and travel lanes (TL).

Street Elements

- **Sidewalk Zone.** The Sidewalk Zone includes all pedestrian-oriented portions of the streetscape.
- **Bicycle Facility.** The Bicycle Facility is the cyclist-oriented portion of the streetscape. Most street segments utilize Separated Bikeways (Class IV) where the Bicycle Facility is protected from travel lanes.
- **Flex Zone.** The area between the Sidewalk Zone and travel lanes that may be used for on-street parking and loading or as expanded sidewalk space, also known as an Extension Zone.
- **Travel lanes.** The travel lanes are the area of the street dedicated to moving vehicles including transit, emergency vehicles, trucks, and personal vehicles.

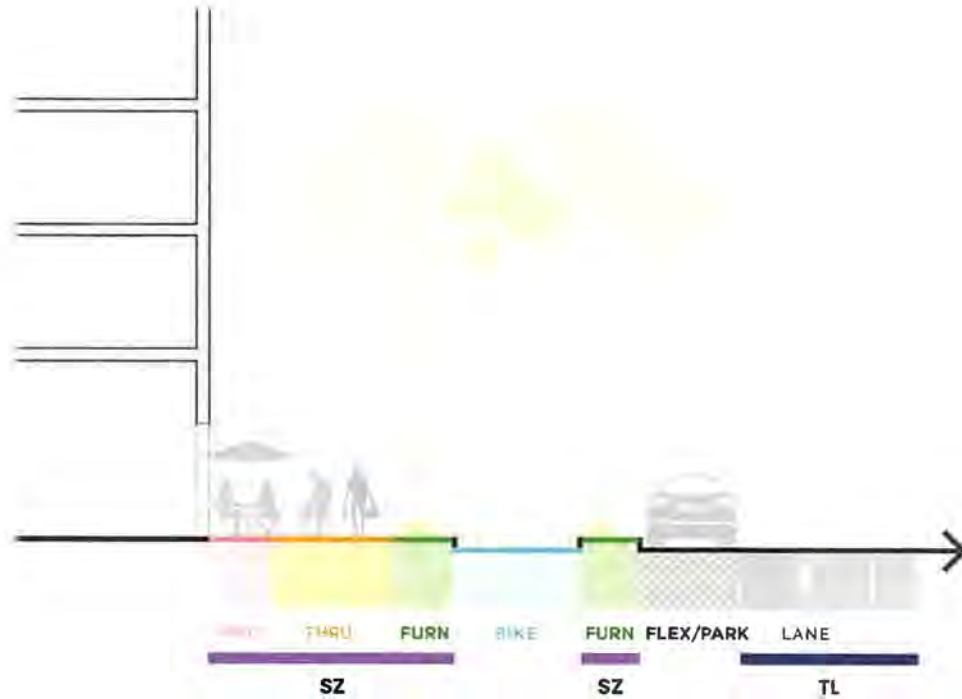


FIGURE 4.11: Sidewalk Zones, Bicycle Facility, travel lanes, and Flex Zone

Legend

- SZ: Sidewalk Zones
- FRNT - Frontage Zone
- THRU - Throughway Zone
- FURN - Furnishing Zone
- BIKE: Bicycle Facility
- FLEX: Extension Zone / parking & loading lane
- TL: Travel lane
- LANE: Travel lane

Sidewalk Zones

The Sidewalk Zone is further divided into five zones per SF BSP as shown in Figure 4.12 and described below:

- **Frontage Zone.** The Frontage Zone is located along the parcel boundary and provides a transition between the public sidewalk and adjacent buildings. This zone may be used for spill-out activities such as outdoor dining and seating.
- **Throughway Zone.** The Throughway Zone is reserved for pedestrian movement and clear of obstructions.
- **Furnishing Zone.** The Furnishing Zone is where street trees, understory planting, transit stops, lighting, bicycle racks, above ground utilities, parking meters, signage, and other site furnishings are located. Stormwater management elements may also be in the Furnishing Zone following guidance found in Section 3.7.
- **Edge Zone.** The Edge Zone is adjacent to on-street parking or loading used for the loading and unloading of people and goods. This zone is not illustrated in street sections but is required along parking and loading edges as detailed in S4.7.3.
- **Extension Zone (Flex Zone).** The Extension Zone is a use of the Flex Zone that replaces the parking and loading lane with sidewalk extensions and similar design features that provide additional pedestrian space to the Sidewalk Zone.

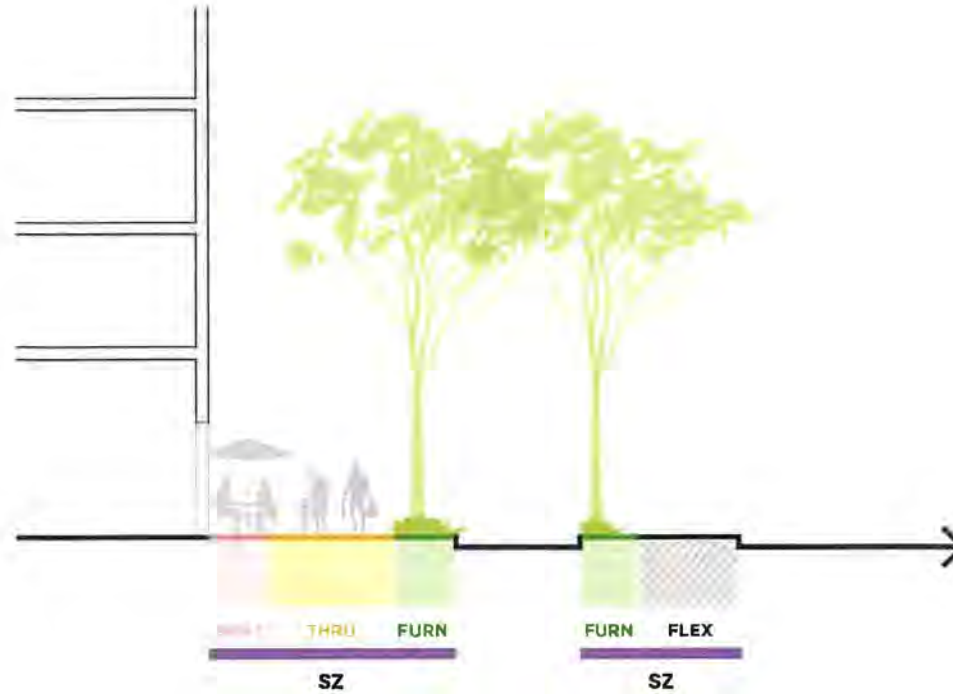


FIGURE 4.12: Sidewalk Zones

Legend

- SZ: Sidewalk Zones
- FRNT - Frontage Zone
- THRU - Throughway Zone
- FURN - Furnishing Zone
- BIKE: Bicycle Facility
- FLEX: Extension Zone / parking & loading lane
- TL: Travel lane
- LANE: Travel lane

The standards in this section apply for all streets and provide site-wide minimum dimensions for street zone elements. Additional location-specific requirements per street segment beyond these minimums are found in Section 4.9.

Standards

S4.7.1 Sidewalk Throughway Zone width.

Sidewalk Throughway Zones shall have a minimum width of six feet. Throughway Zones shall provide a clear and unobstructed path of travel for pedestrians.

S4.7.2 Sidewalk Furnishing Zone width.

Sidewalk Furnishing Zones shall have minimum widths as shown in Table 4.1 to accommodate understory plantings and street trees as required in Section 4.10. Curb widths, bicycle buffers, and transition slopes may count toward the required minimum width provided that S4.7.3 is met.

S4.7.3 Planting in the sidewalk Furnishing Zone.

Planting elements in the Furnishing Zone shall have minimum widths as shown in Table 4.2 to accommodate understory plantings and street trees as required in Section 4.10.

S4.7.4 Sidewalk Edge Zone width. An Edge Zone shall be provided to access on-street parking and loading lanes. An Edge Zone with a width of 18 inches including curb width satisfies this requirement.

S4.7.5 Sidewalk access for on-street parking and loading. Furnishing Zones adjacent to on-street parking and loading lanes shall incorporate clear perpendicular pathways from the Throughway Zone to the curb for pedestrian access.

S4.7.6 Transit stops and specialty loading zones. Transit stops and specialty loading zones such as on-street accessible parking spaces and universal loading areas shall be located along the Sidewalk Zone and comply with ADA and SFMTA requirements.

TABLE 4.1: Minimum sidewalk Furnishing Zone widths

MINIMUM FURNISHING ZONE WIDTH	UNDERSTORY PLANTINGS*	STREET TREES*
Typical	3'	5'
Along parking and loading lane	4'	6'

*See Section 4.10 for required planting locations

TABLE 4.2: Minimum planting widths in the Furnishing Zone

MINIMUM PLANTING WIDTH	UNDERSTORY PLANTINGS*	STREET TREES*
Typical	2.5' planting strip	4.5' tree basin

*See Section 4.10 for required planting locations

Bicycle Facilities

Following SF BSP definitions, the standards and guidelines within this chapter separate Bicycle Facilities from the Sidewalk Zone as shown in Figure 4.13. The standards in this section apply for all streets and provide site-wide minimum dimensions for Bicycle Facilities.

Standards

S4.7.7 Bicycle Facility clear width. Single direction Class IV Bicycle Facilities shall have a minimum width of six feet. Bi-directional Class IV Bicycle Facilities shall have a minimum width of eight feet. Bicycle Facility travel lane buffers and pedestrian separation elements are excluded from this minimum width. See Section 4.9 for street-specific requirements that may exceed these minimum dimensions.

S4.7.8 Bicycle Facility travel lane buffer. A minimum of a two-foot-wide buffer shall separate Class IV Bicycle Facilities from travel lanes. Buffers may be located in the Furnishing Zone and shall have a vertical element that may include but is not limited to planting, street trees, flexible posts, or permanent barriers.



FIGURE 4.13: Bicycle Facility

S4.7.9 Bicycle Facility pedestrian separation.

A design element that includes visual and tactile cues, such as but not limited to a raised curb, shall separate Bicycle Facilities and pedestrian Throughway Zones in areas where planting is not feasible.

Legend

- SZ: Sidewalk Zones
- FRNT - Frontage Zone
- THRU - Throughway Zone
- FURN - Furnishing Zone
- BIKE: Bicycle Facility
- FLEX: Extension Zone / parking & loading lane
- TL: Travel lane
- LANE: Travel lane

Travel Lanes and Parking and Loading Lanes

The standards in this section apply to all streets and provide site-wide maximum dimensions for travel lanes as shown in Figure 4.14. See Section 4.9 for specific dimensions per street segment.

Standards

S4.7.10 Travel lane width. Travel lanes shall have a maximum width of 11 feet. Travel lanes are permitted to expand up to a width of 13 feet to accommodate transit or fire access.

S4.7.11 On-street parking and loading lane width. Flex Zones that accommodate on-street parking and loading shall have a maximum width of eight feet or up to 10 feet if needed to accommodate freight loading.

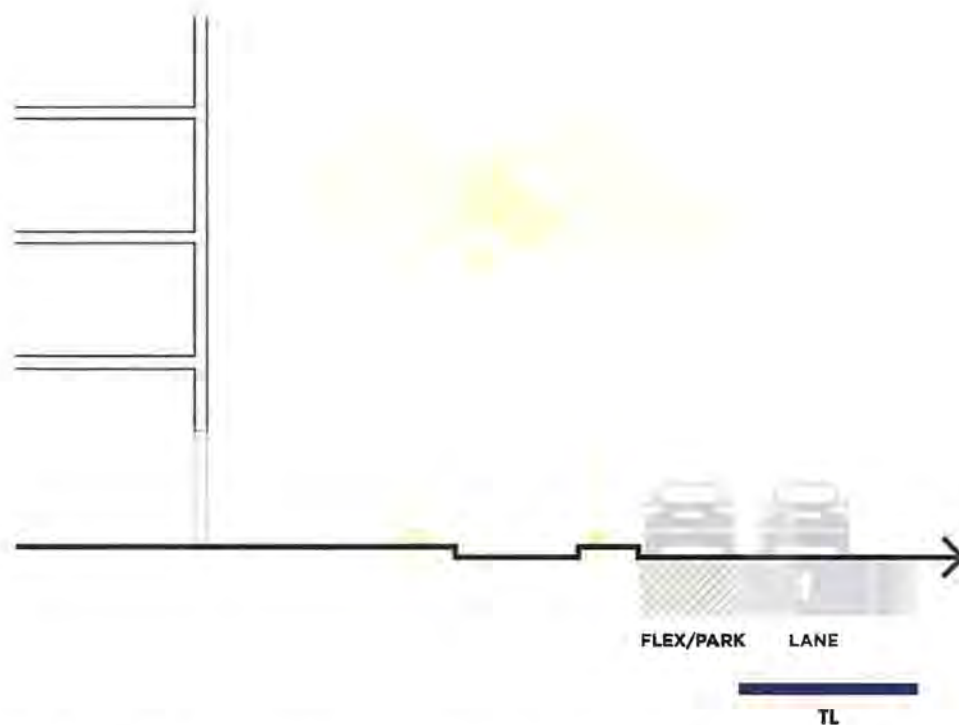


FIGURE 4.14: Travel lanes and Flex Zone for on-street parking and loading

Legend

- SZ: Sidewalk Zones
- FRNT - Frontage Zone
- THRU - Throughway Zone
- FURN - Furnishing Zone
- BIKE: Bicycle Facility
- FLEX: Extension Zone / parking & loading lane
- TL: Travel lane
- LANE: Travel lane

4.8 Street Corridors

Minimum Sidewalk Zone dimensions for each street corridor are informed by SF BSP guidance relative to the street types identified in Figure 4.2. Bicycle Facility minimum dimensions are based on best practices and do not include buffers. The maximum sum of travel lanes control curb-to-curb distances and enhance pedestrian and multimodal experiences.

Table 4.3 summarizes dimensions for each street corridor, with more specificity given in Section 4.9.

TABLE 4.3: Summary of Sidewalk Zone, Bicycle Facility, and travel lane dimensions by street corridor

STREET CORRIDOR NAME	MINIMUM SIDEWALK ZONE WIDTH*	MINIMUM BICYCLE FACILITY WIDTH*	MAXIMUM SUM OF TRAVEL LANES*
20th Avenue	16'	10'	25'- 44'
19th Avenue	20'	–	Existing to remain
Winston Drive	20'	10'	35'-66'
Buckingham Way (North)	15'	8'	26'-35'
Buckingham Way (West)	16'	8'	25'-26.5'
Buckingham Way (South)	17'	–	Existing to remain
Street A	15'	–	22'
Street B	9'	–	22'
Street C	12'	–	25'-26'

* This table is intended as a simplified summary of streetscape dimensions. See Section 4.9 for detailed guidance.

Sidewalk Zone Scenarios

Sidewalk Zone minimum dimensions for each street segment reserve space for pedestrians and streetscape elements such as plantings, furnishings, and lighting and allow for design flexibility to expand beyond this minimum. Bicycle buffers that include trees and understory plantings should be classified as a sidewalk Furnishing Zone and may count toward the overall Sidewalk Zone dimension.

Figure 4.15 illustrates how Flex Zones serving pedestrian movement and Furnishing Zones, including those used as a bicycle buffer, contribute to achieve the minimum Sidewalk Zone width as found in Table 4.3.

Legend

- SZ: Sidewalk Zones
- FRNT - Frontage Zone
- THRU - Throughway Zone
- FURN - Furnishing Zone
- BIKE: Bicycle Facility
- FLEX: Extension Zone / parking & loading lane
- TL: Travel lane
- LANE: Travel lane

The Flex Zone does not count toward the overall Sidewalk Zone width when programmed as an on-street parking and loading lane



The Flex Zone counts toward the overall Sidewalk Zone width when programmed as an extension zone serving pedestrians



The Furnishing Zone counts toward the overall Sidewalk Zone when buffering the Bicycle Facility

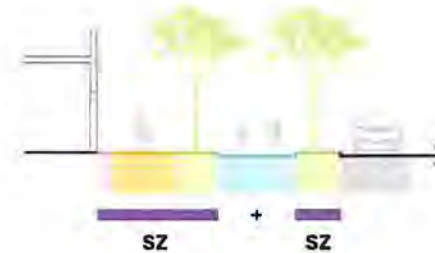


FIGURE 4.15: Street section illustrative scenarios

Publicly Accessible Sidewalk and Access Easements

Along 19th Avenue and Buckingham Way (South), Publicly Accessible Sidewalk and Access Easements are required within developable parcels to provide space for planting, seating, and sidewalk Throughway Zones. See Figure 4.16 for locations of Publicly Accessible Sidewalk and Access Easements and Figure 4.17 for an example street section.

Standards

S4.8.1 Publicly Accessible Sidewalk and Access Easement. New construction shall setback from the public right-of-way boundary along the frontages shown in Figure 4.16 to accommodate required Sidewalk Zone dimensions as described in S4.9.5 and S4.9.13 (the "Publicly Accessible Sidewalk and Access Easement"). The Publicly Accessible Sidewalk and Access Easement may be provided in the form of a setback within the parcel or as a separate parcel or property.

Legend

Publicly Accessible Sidewalk and Access Easements

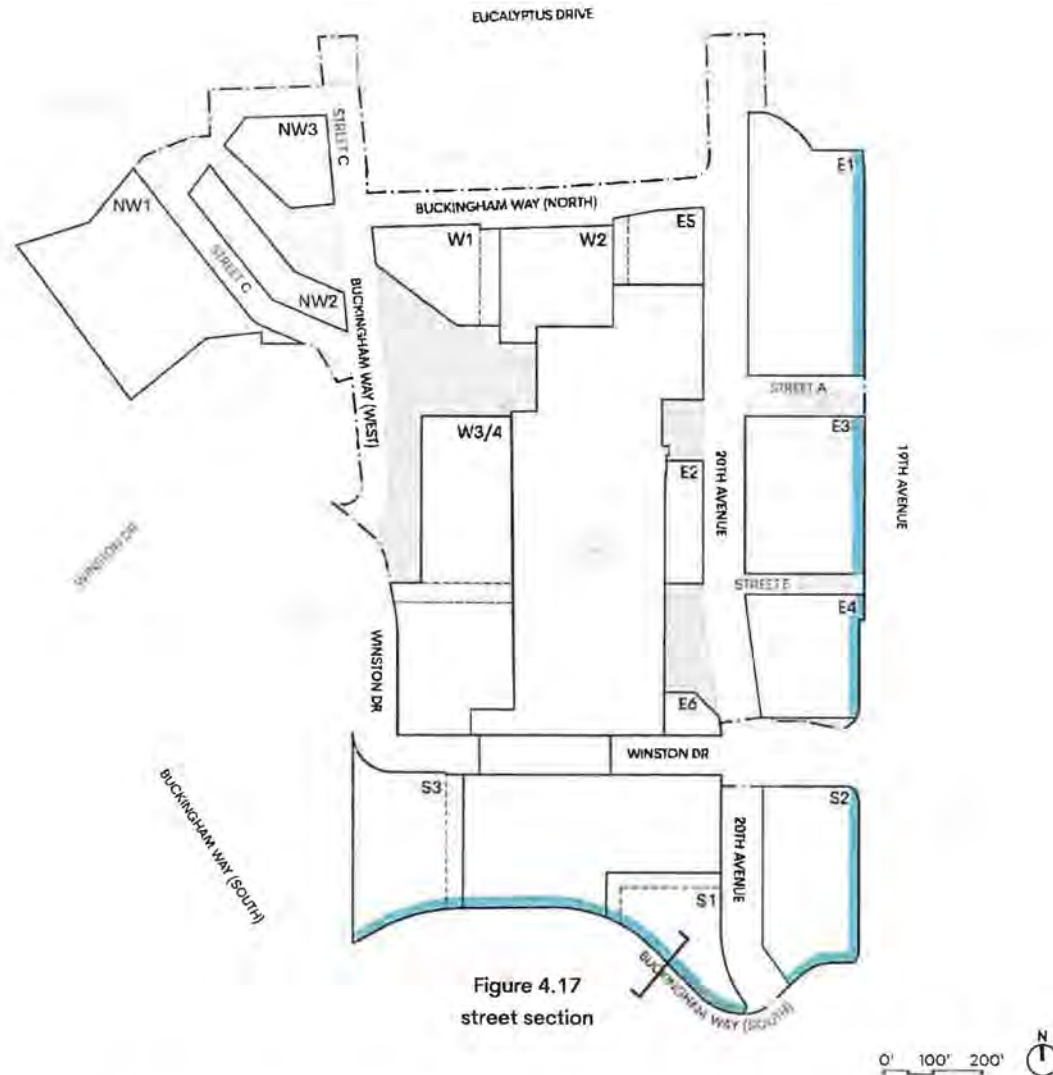


FIGURE 4.16: Publicly Accessible Sidewalk and Access Easements

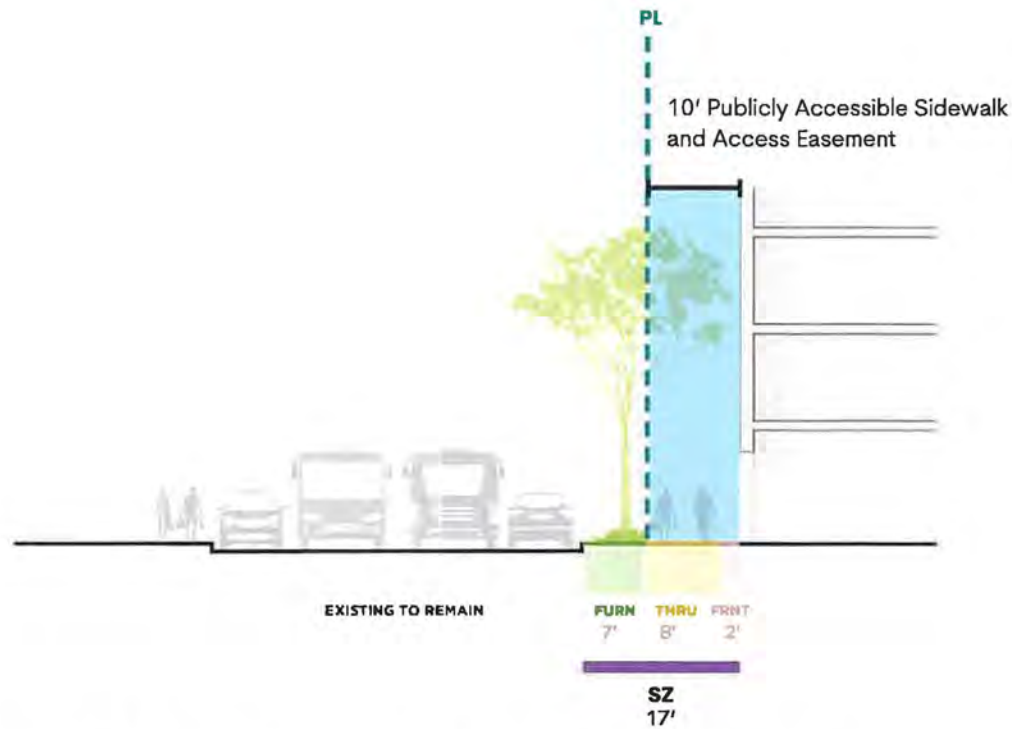


FIGURE 4.17: Publicly Accessible Sidewalk and Access Easements illustrative section

Legend

SZ: Sidewalk Zones

FRNT - Frontage Zone

THRU - Throughway Zone

FURN - Furnishing Zone

PL - Property line (PL)

4.9 Streetscapes

This section includes design intent, minimum Sidewalk Zone, minimum Bicycle Facilities, and maximum travel lane dimensions for each street segment. This strategy ensures a minimum Sidewalk Zone and Bicycle Facility dimensions with design flexibility to expand as need for planting, pathways, furnishing, and spill-out spaces while limiting the width dedicated to vehicles.

A streetscape illustrative plan that corresponds to the associated Infrastructure Plan is provided in Figure 4.18. Illustrative street plans and sections are provided as example streetscape designs per street that comply, and in most cases exceed, the site-wide dimensions in Section 4.7.



FIGURE 4.18: Streetscape illustrative plan

20th Avenue

20th Avenue is an active corridor with tree-lined Bicycle Facilities, transit stops and outdoor spill-out spaces. The area between Street A and Winston Drive is a pedestrian priority area that includes enhanced planting, paving design, and furnishings in the streetscape to distinguish 20th Avenue from other streets within the Project, as found in Section 4.9, 4.10, and 4.11 respectively. Buildings fronting 20th Avenue feature Priority Retail and Retail and Service Frontages that further contribute to the pedestrian experience as shown in Figure 4.19 and described in Section 5.8.

Illustrative plans and sections are provided as an example streetscape design from Figure 4.20 to Figure 4.27.

Legend

-  20th Avenue
-  Priority Retail Frontage
-  Retail and Service Frontage
-  Active Frontage
-  Special Sidewalk Zone paving area

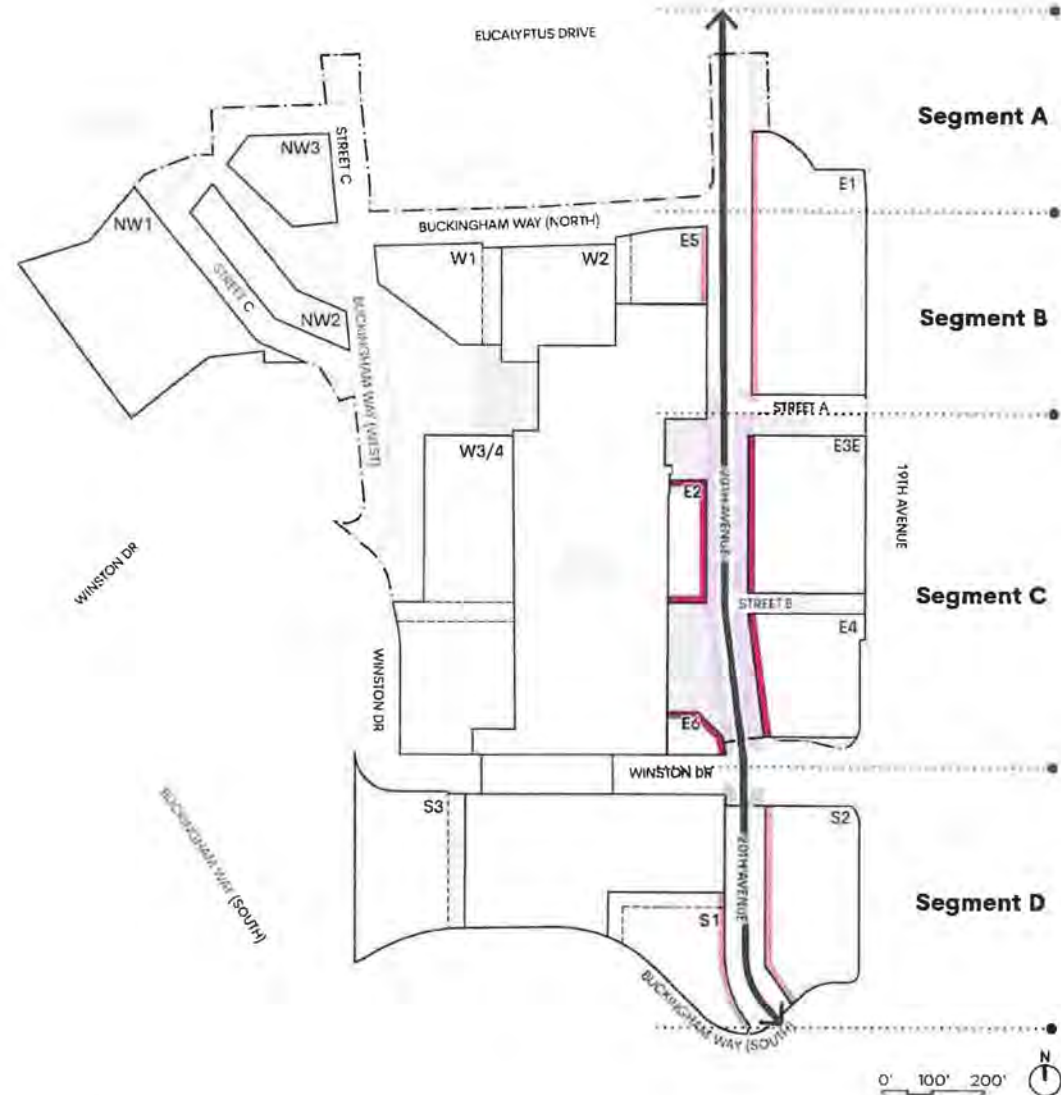


FIGURE 4.19: 20th Avenue context

Standards

S4.9.1 20th Avenue Sidewalk Zones.

Sidewalk Zones on 20th Avenue shall meet the following requirements:

- Sidewalk Zones shall be a minimum of 16 feet.
- Where there is no on-street parking and loading lane, the Sidewalk Zone shall be a minimum of 20 feet.
- Where there is a Bicycle Facility, a Furnishing Zone as described in S4.7.2 shall be provided between the Bicycle Facility and travel lane. A minimum two-foot buffer is permitted to satisfy this requirement along the existing Sidewalk Zone on the west side of the 20th Avenue north of Buckingham Way (North) as shown in Figure 4.20 and Figure 4.21.

Sidewalk Zones are permitted to reduce below these minimum dimensions to accommodate intersection design. The existing Sidewalk Zone outside of the Project boundary on the west side of 20th Avenue north of Buckingham Way (North) is permitted to remain as is as shown in Figure 4.20 and Figure 4.21.

S4.9.2 20th Avenue Bicycle Facility. If

utilized, a combined bidirectional Class IV Bicycle Facility shall be a minimum of 10 feet in width north of Winston Drive. Bicycle Facilities are permitted to reduce below this dimension along bus stops and to accommodate intersection design provided that the minimum dimension in S4.7.7 is achieved.

S4.9.3 20th Avenue bikeway allée. Along

20th Avenue, street trees shall line both sides of the Bicycle Facility, planted at the interval as determined by SF BSP and DPW Director's Order guidance. The use of the same tree species on either side of the Bicycle Facility is encouraged. Exemption from this standard is permitted if a bidirectional Class IV Bicycle Facility is not feasible or to accommodate fire access, transit requirements, and utility placement.

S4.9.4 20th Avenue travel lanes. The sum of travel lane widths shall not exceed the dimensions in Table 4.4 for the segments listed below:

- Segment A - 20th Avenue north of Buckingham Way (North)
- Segment B - 20th Avenue between Street A and Buckingham Way (North)
- Segment C - 20th Avenue between Street A and Winston Drive
- Segment D - 20th Avenue between Winston Drive and Buckingham Way (South)

The sum of travel lane widths is permitted to expand beyond these maximum dimensions to accommodate for intersection design or turning maneuvers.

TABLE 4.4: 20th Avenue maximum travel lane dimensions

STREET SEGMENT	MAXIMUM SUM OF TRAVEL LANES (TYPICAL)	MAXIMUM SUM OF TRAVEL LANES (ALONG PARKING)
A	44'	44'
B	36.5'	35'
C	26.5'	25'
D	26.5'	25'

20th Avenue, segment A

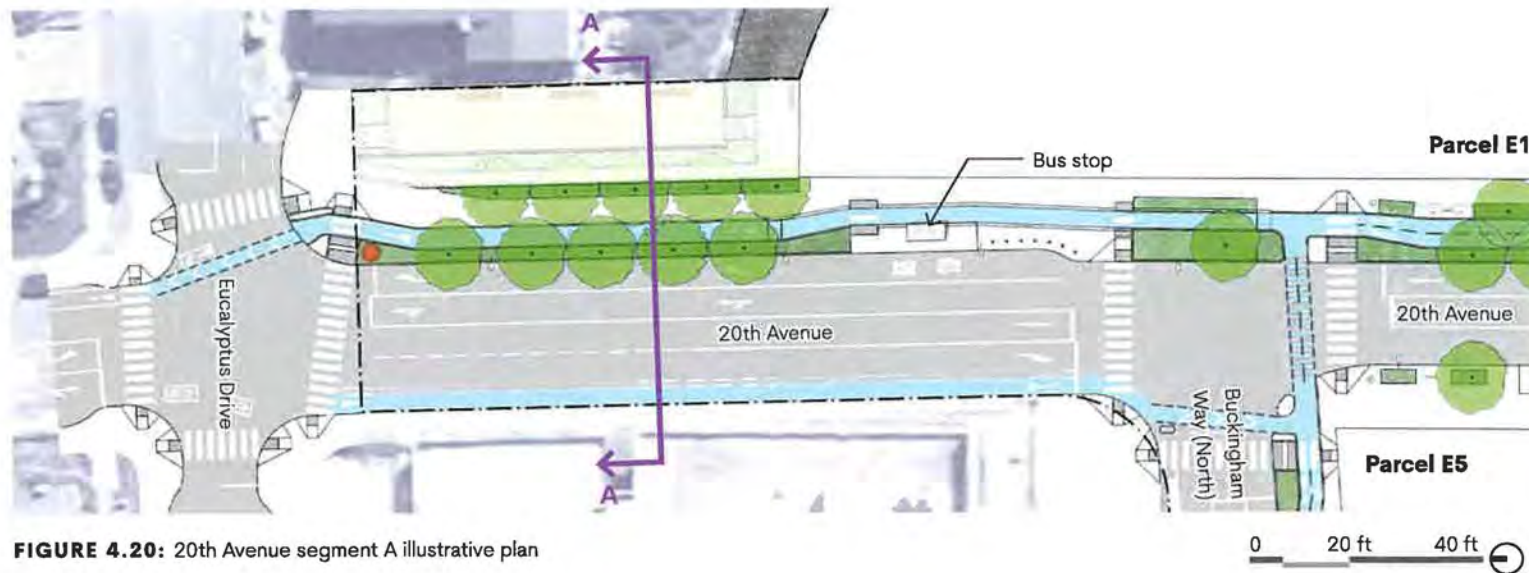


FIGURE 4.20: 20th Avenue segment A illustrative plan

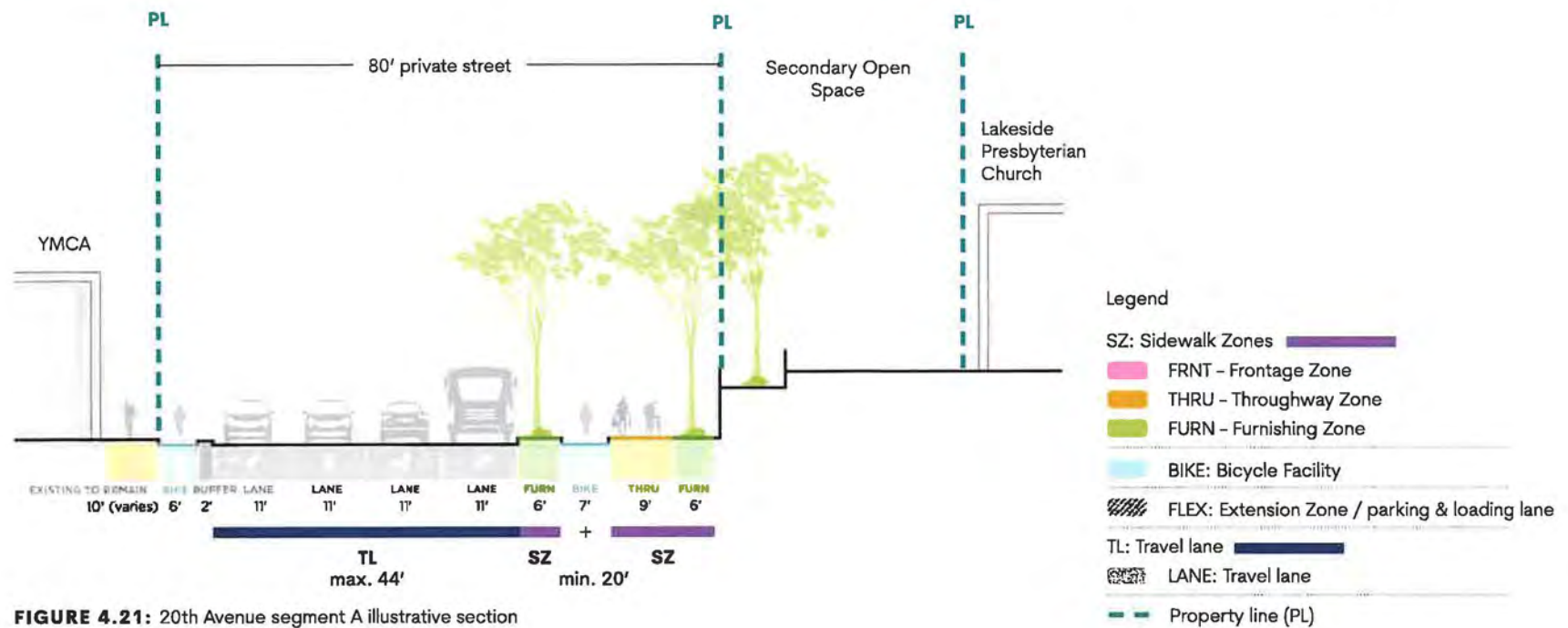


FIGURE 4.21: 20th Avenue segment A illustrative section

20th Avenue, segment B

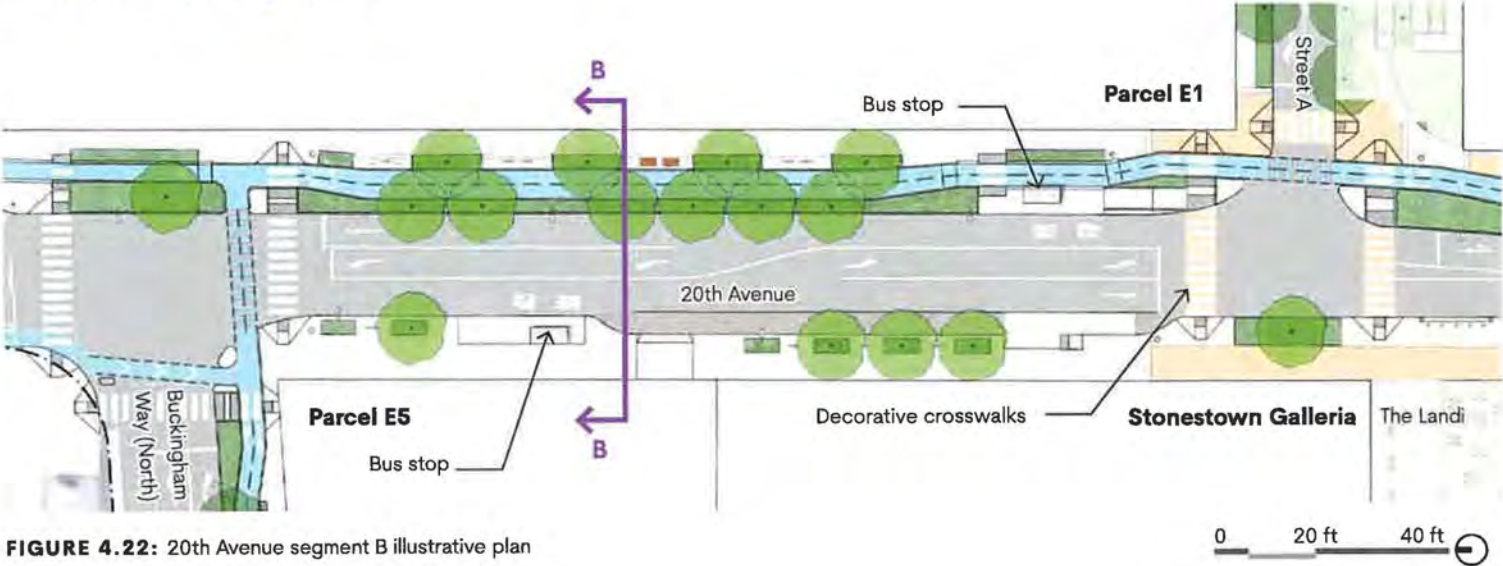


FIGURE 4.22: 20th Avenue segment B illustrative plan

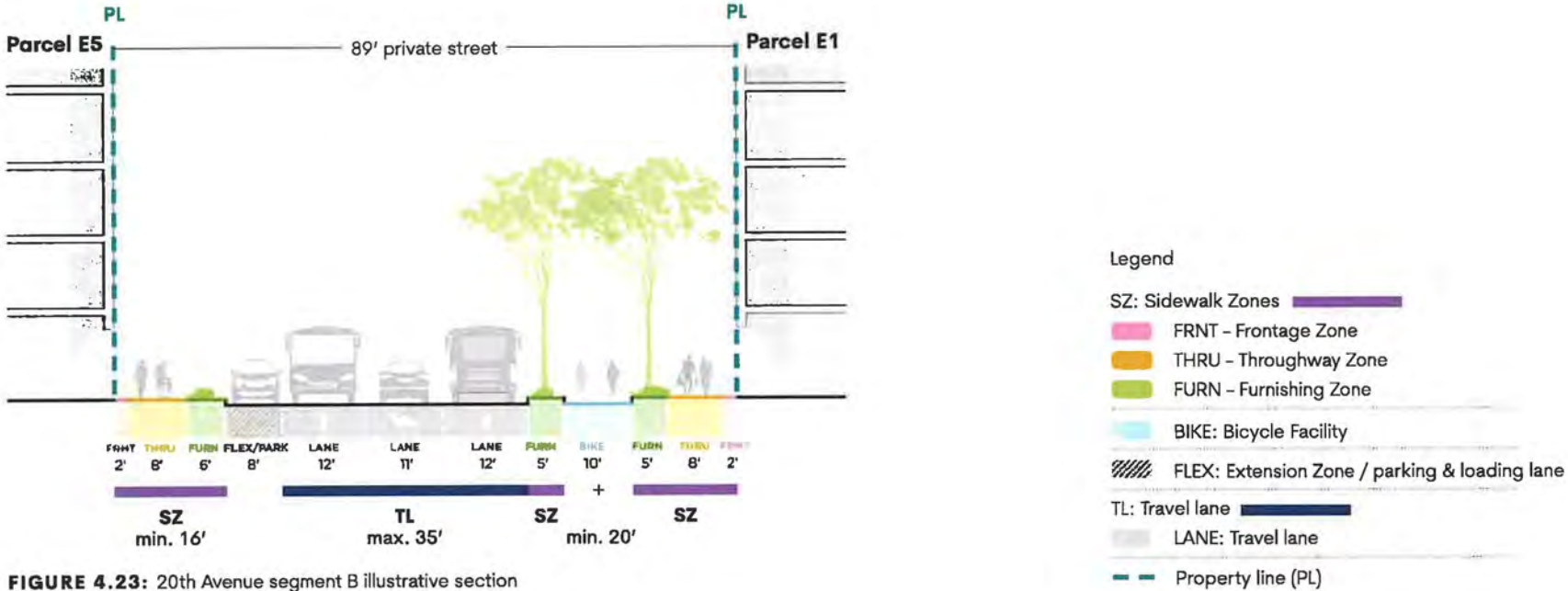


FIGURE 4.23: 20th Avenue segment B illustrative section

20th Avenue, segment C

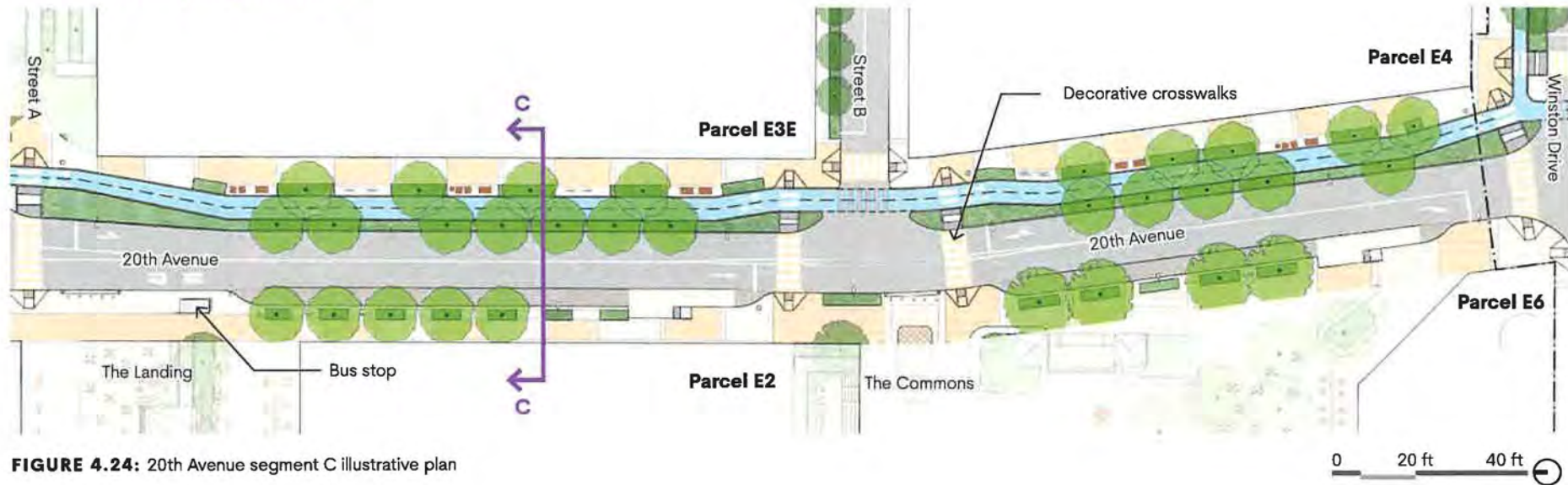


FIGURE 4.24: 20th Avenue segment C illustrative plan

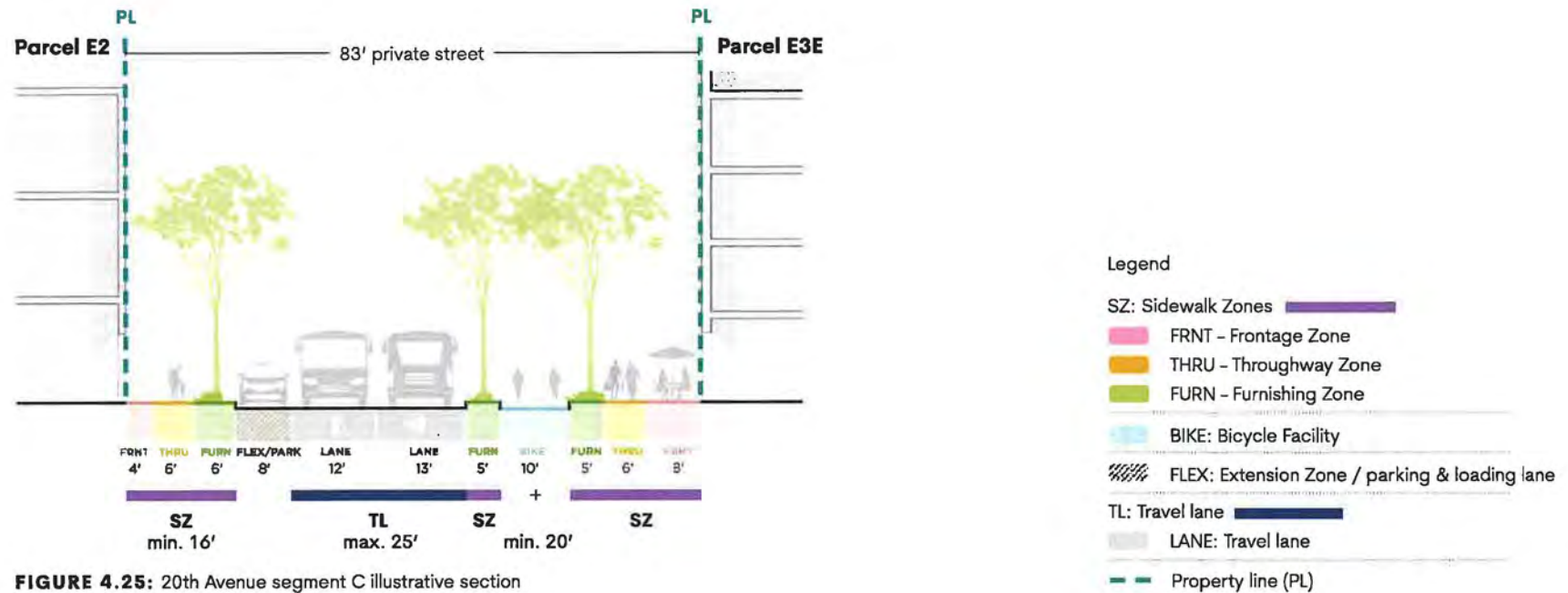


FIGURE 4.25: 20th Avenue segment C illustrative section

20th Avenue, segment D

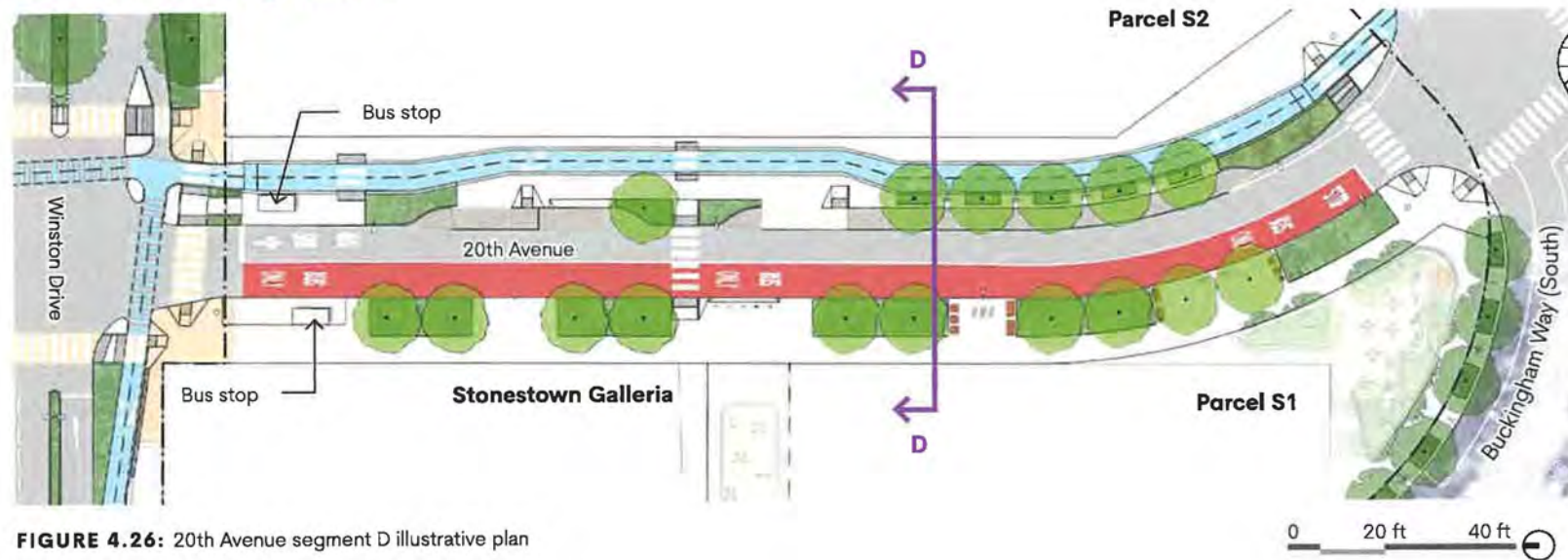


FIGURE 4.26: 20th Avenue segment D illustrative plan

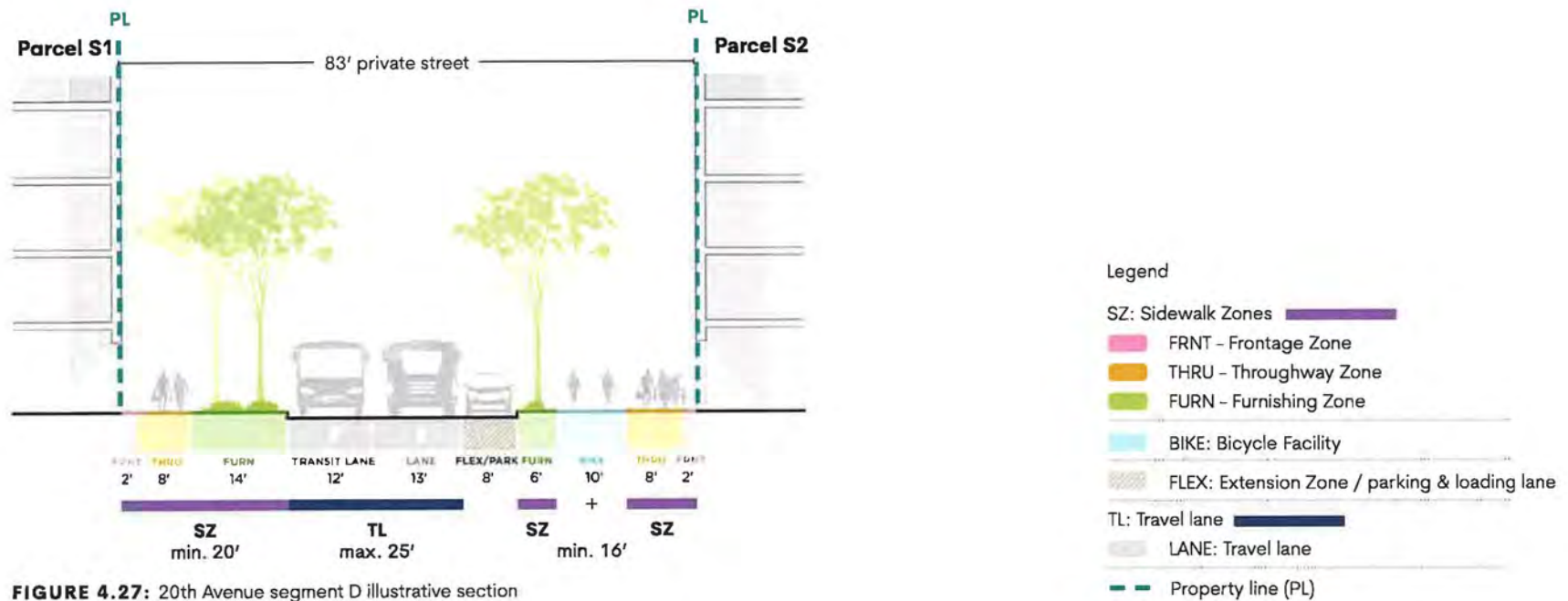


FIGURE 4.27: 20th Avenue segment D illustrative section

19th Avenue

19th Avenue is an arterial highway maintained by Caltrans with high traffic volumes. In addition, Muni operates the Muni M Ocean View light rail line along 19th Avenue. Publicly Accessible Sidewalk and Access Easements create wide Sidewalk Zones that provide room for planted buffers between motorists and pedestrians, as well as spill-out space in the Frontage Zone along newly constructed parcels. Buildings fronting 19th Avenue feature Active Frontages that further contribute to the pedestrian experience as shown in Figure 4.28 and described in Section 5.8.

Illustrative plans and illustrative sections are provided as an example streetscape design in Figure 4.28 to Figure 4.36.

Standards

S4.9.5 19th Avenue Sidewalk Zones.

Sidewalk Zones on 19th Avenue shall have a minimum width of 20 feet. The Sidewalk Zone along the southbound right turn lane to Winston Drive is permitted to have a minimum width of 18 feet. Sidewalk Zones are permitted to reduce below these minimum dimensions to accommodate intersection design.

Legend

- ↔ 19th Avenue
- Active Frontage

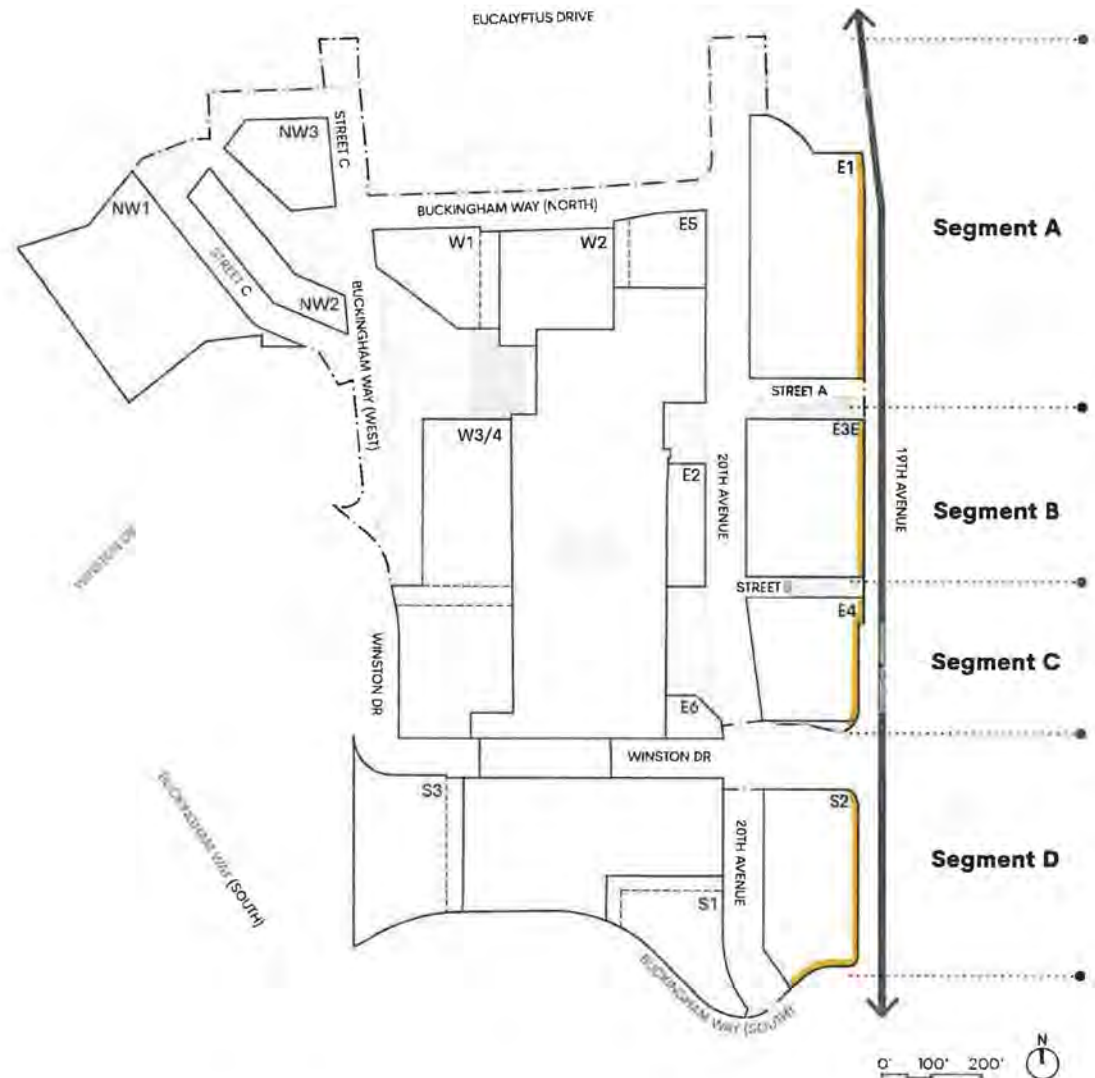


FIGURE 4.28: 19th Avenue context

19th Avenue, segment A

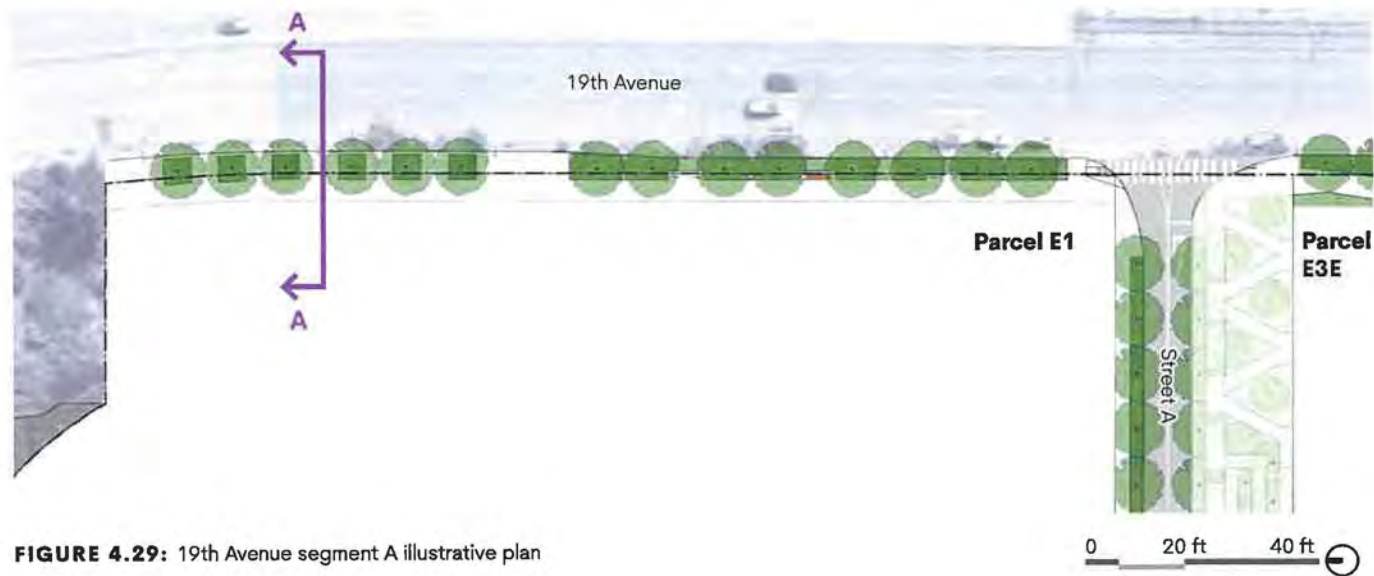


FIGURE 4.29: 19th Avenue segment A illustrative plan

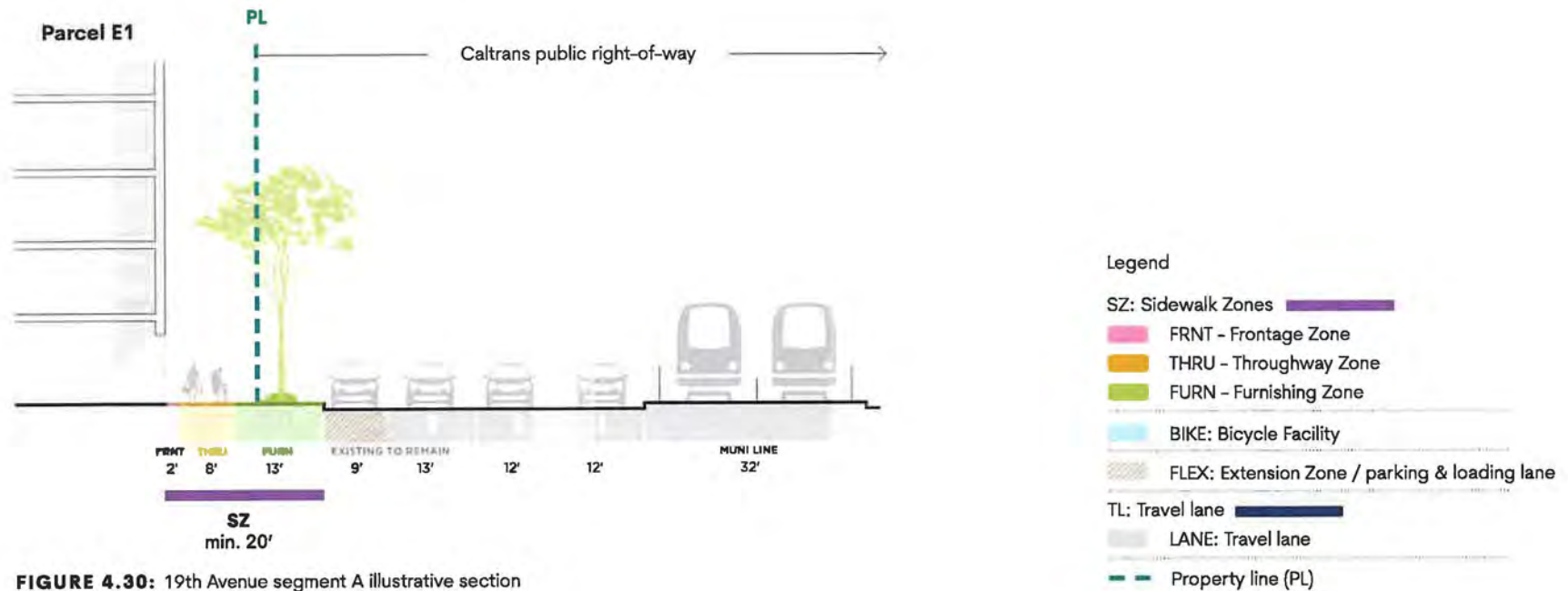


FIGURE 4.30: 19th Avenue segment A illustrative section

19th Avenue, segment B

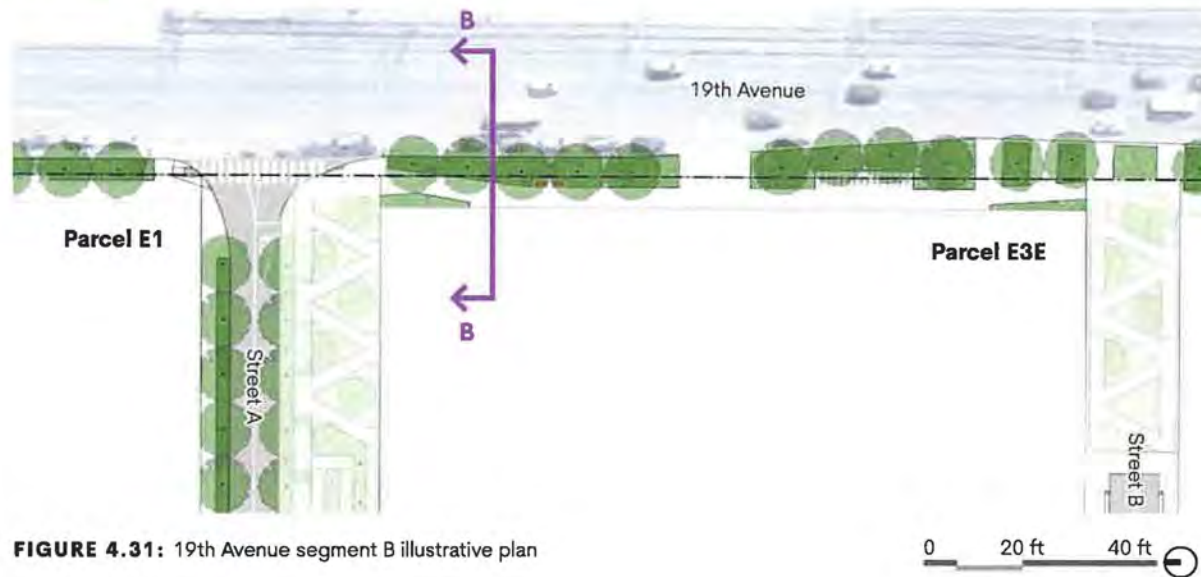
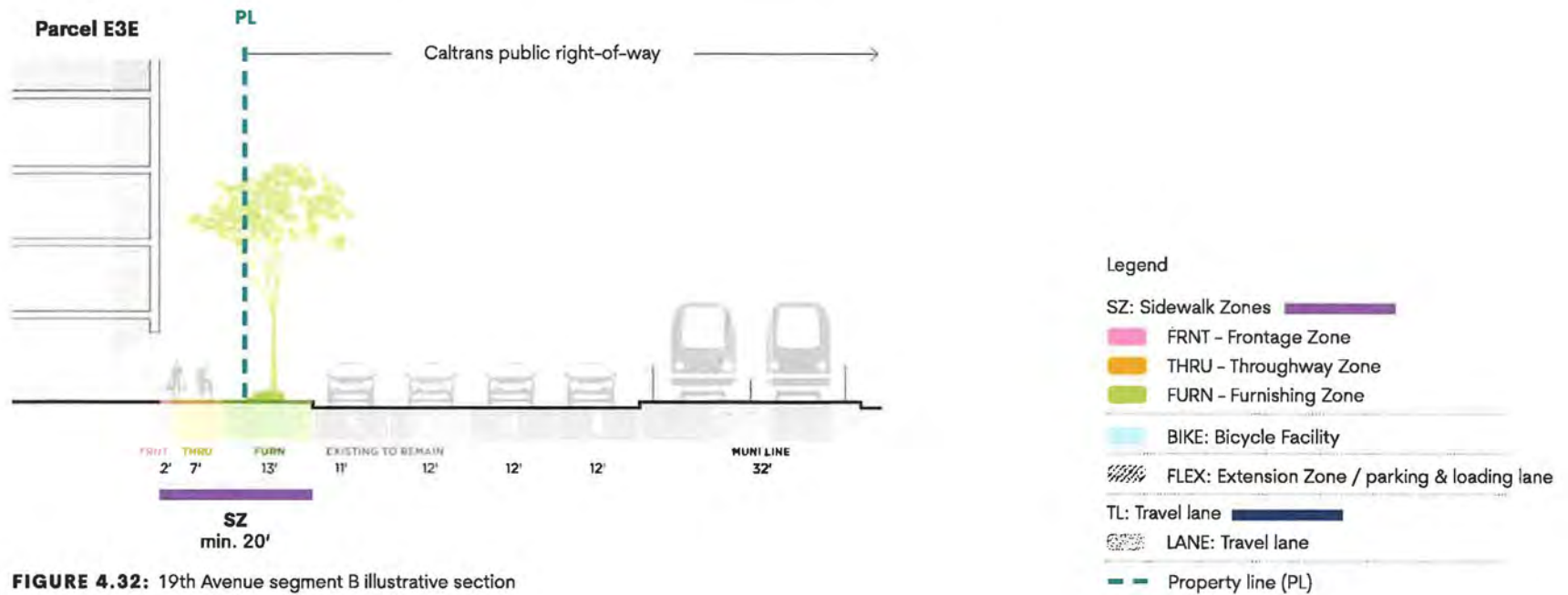


FIGURE 4.31: 19th Avenue segment B illustrative plan



19th Avenue, segment C

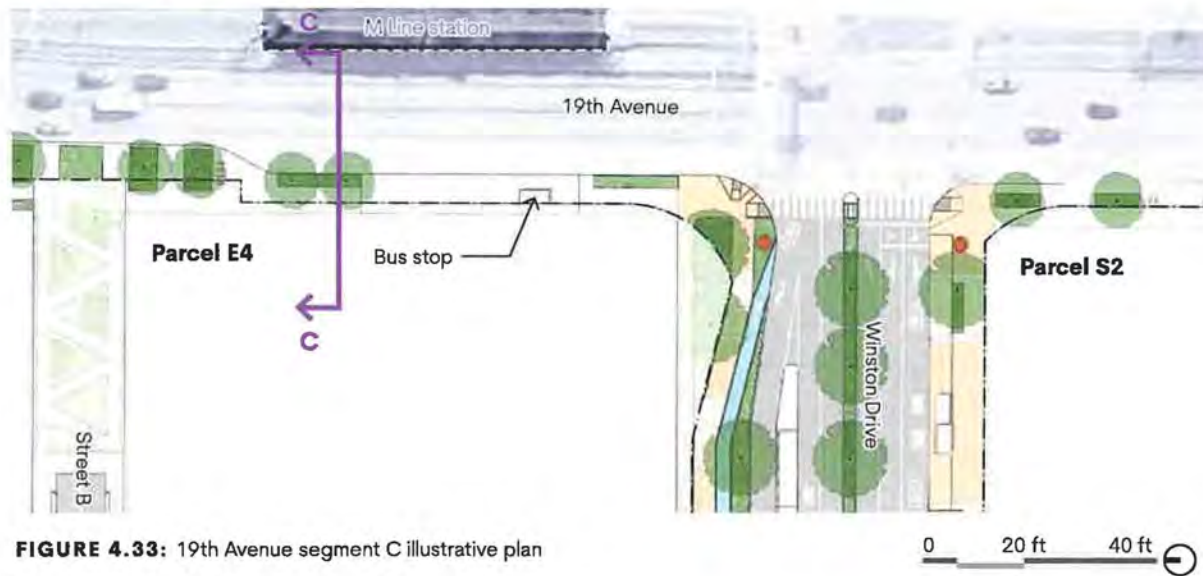


FIGURE 4.33: 19th Avenue segment C illustrative plan

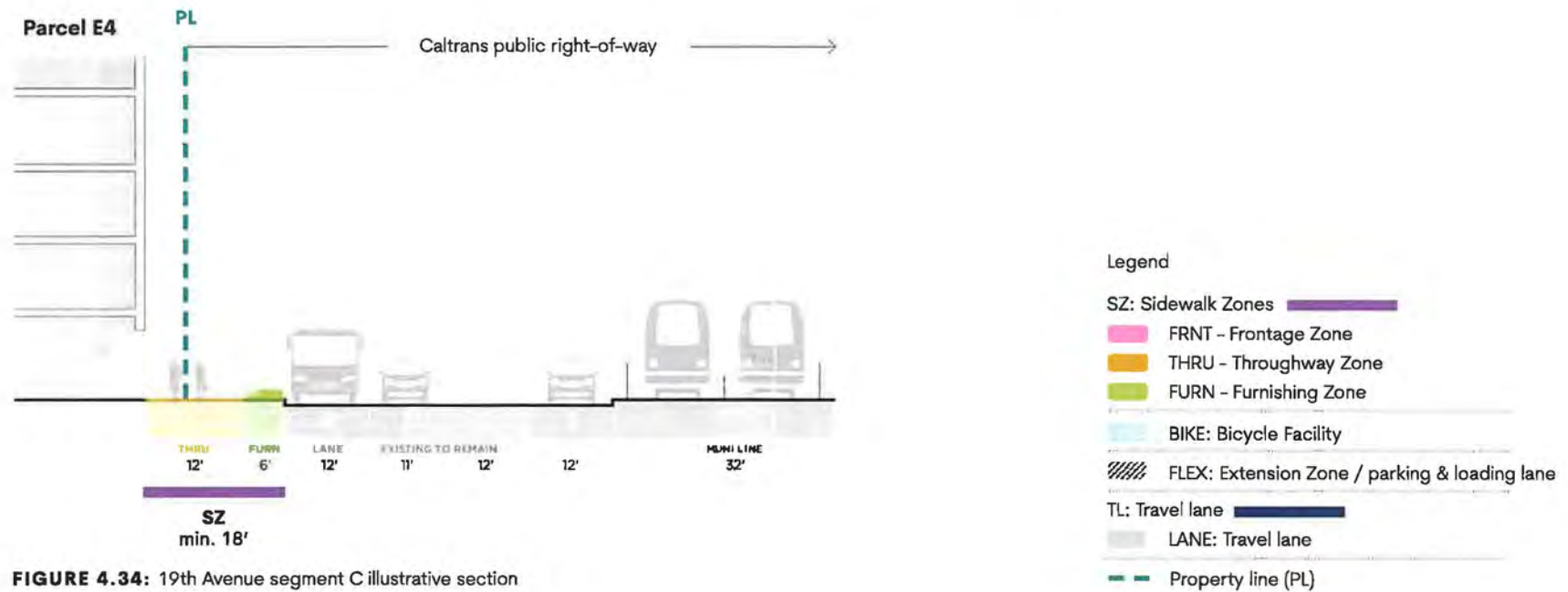


FIGURE 4.34: 19th Avenue segment C illustrative section

19th Avenue, segment D

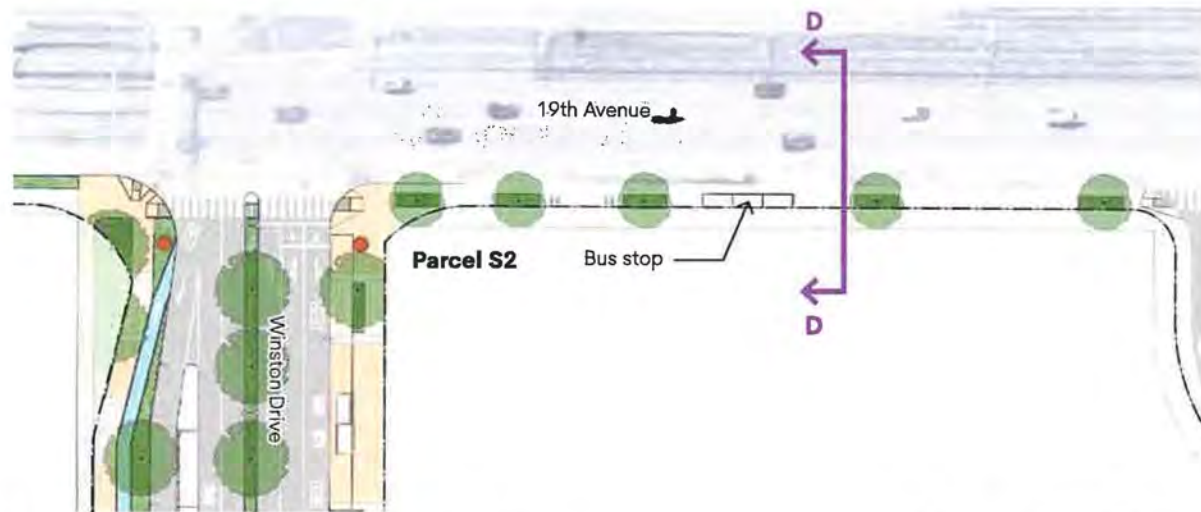


FIGURE 4.35: 19th Avenue segment D illustrative plan

0 20 ft 40 ft

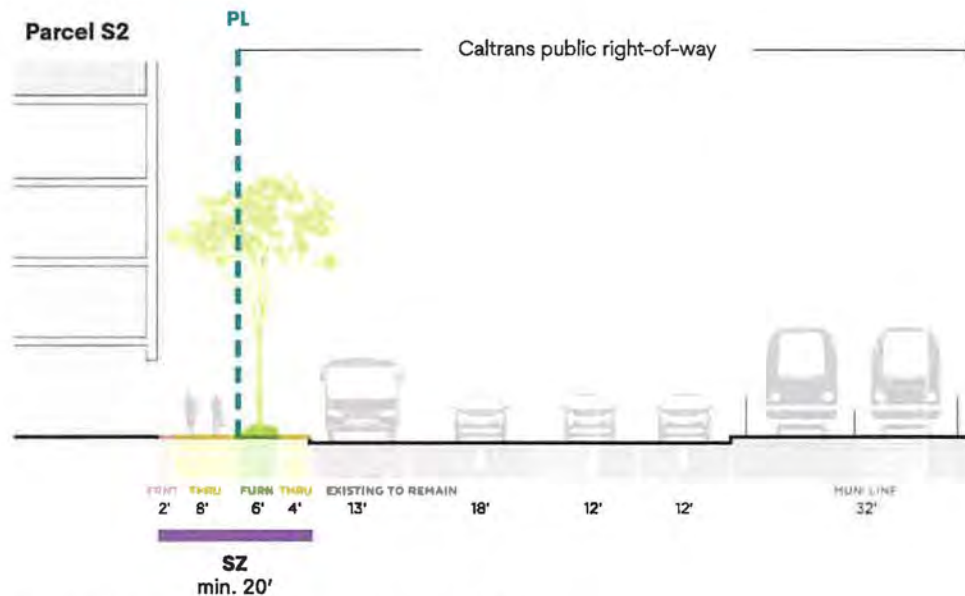


FIGURE 4.36: 19th Avenue segment D illustrative section

Legend

SZ: Sidewalk Zones

FRNT - Frontage Zone

THRU - Throughway Zone

FURN - Furnishing Zone

BIKE: Bicycle Facility

FLEX: Extension Zone / parking & loading lane

TL: Travel lane

LANE: Travel lane

Property line (PL)

Winston Drive

Winston Drive is a public right-of-way and the primary entrance to the site. Pedestrians, cyclists, transit riders, and motorists arrive through a tree-lined street that accommodates high volumes of traffic before the street narrows as it passes west of 20th Avenue. Buildings fronting Winston Drive feature Priority Retail Frontages, Retail and Service Frontages, and Active Frontages that further contribute to the pedestrian experience as shown in Figure 4.37 and described in Section 5.8.

See Chapter 6: Lighting and Signage for standards and guidelines regarding strategies to improve the pedestrian experience passing underneath the existing bridge.

Illustrative plans and illustrative sections are provided as an example streetscape design in Figure 4.38 to Figure 4.44.

Legend

-  Winston Drive
-  Priority Retail Frontage
-  Retail and Service Frontage
-  Active Frontage
-  Special Sidewalk Zone paving area

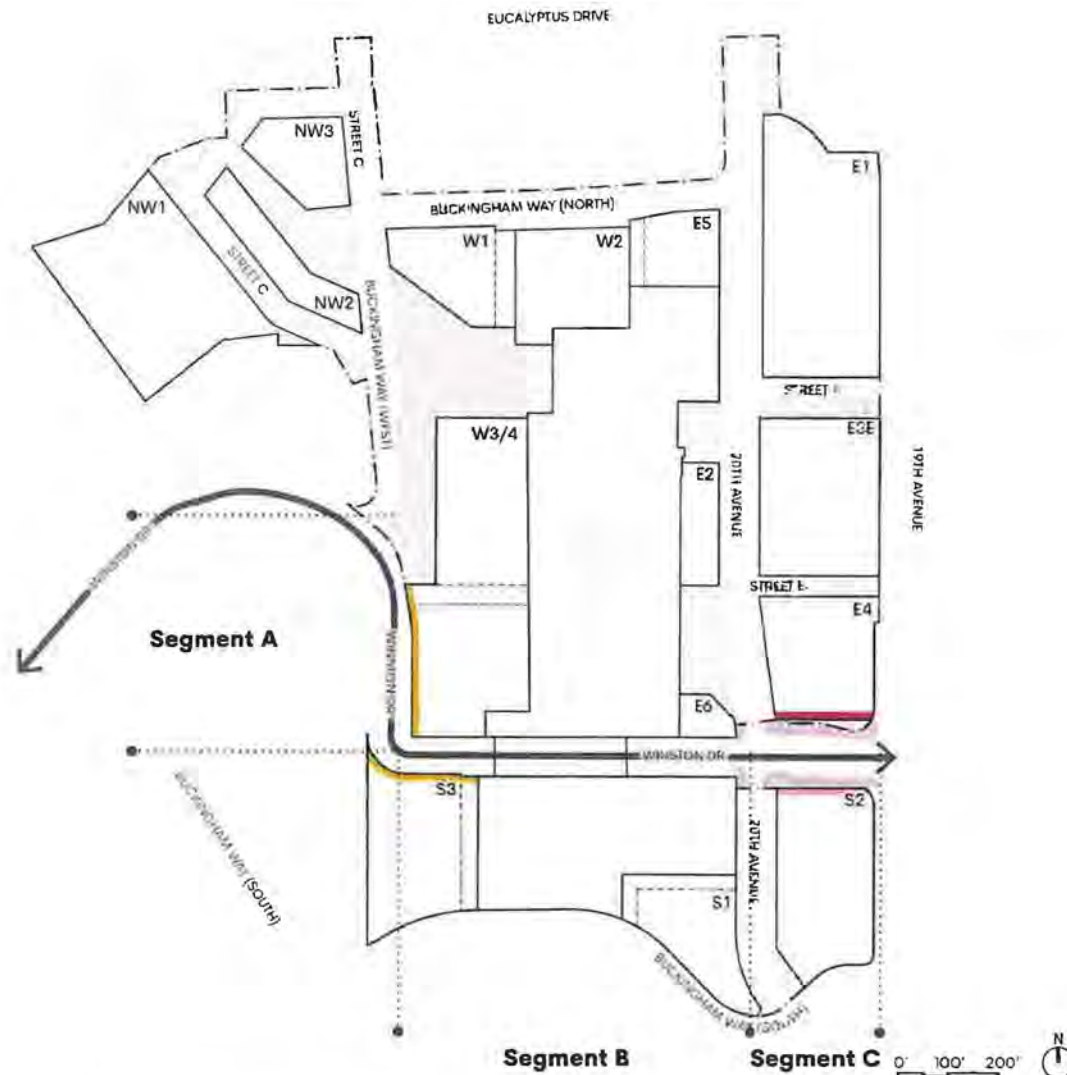


FIGURE 4.37: Winston Drive context

Standards

S4.9.6 Winston Drive Sidewalk Zones.

Sidewalk Zones on Winston Drive shall meet the following requirements:

- Sidewalk Zones shall have a minimum width of 16 feet.
- Where there is no on-street parking and loading lane, the Sidewalk Zone shall have a minimum width of 20 feet.
- Where there is a Bicycle Facility, a Furnishing Zone as described in S4.7.2 shall be provided between the Bicycle Facility and travel lane. A minimum two-foot buffer is permitted to satisfy this requirement for Segment B between Winston Drive (West) and 20th Avenue as shown in Figure 4.40 and Figure 4.41.

Sidewalk Zones are permitted to reduce below these minimum dimensions to accommodate intersection design. The Secondary Open Space along the northern edge of segment C east of 20th Avenue may contribute to the required Sidewalk Zone minimum dimension. The existing sidewalk width on the southern edge of Winston Drive for Segment B between Winston Drive (West) and 20th Avenue is permitted to remain as is as shown in Figure 4.40 and Figure 4.41. No Sidewalk Zone is required along the northern edge of Winston Drive along this segment.

S4.9.7 Winston Drive Bicycle Facility. If utilized, a combined bidirectional Class IV Bicycle Facility shall be a minimum of 10 feet in width along Winston Drive east of 20th Avenue for Segments A and B. Bicycle Facilities are permitted to reduce below this dimension along bus stops and to accommodate intersection design provided that minimum dimension in S4.7.7 is achieved.

S4.9.8 Winston Drive travel lanes. The sum of travel lane widths shall not exceed the dimensions in Table 4.5 for the segments listed below:

- Segment A – Winston Drive (West)
- Segment B – Winston Drive between Winston Drive (West) and 20th Avenue
- Segment C – Winston Drive between 20th and 19th Avenue

The sum of travel lane widths is permitted to expand beyond these maximum dimensions to accommodate for intersection design or turning maneuvers.

TABLE 4.5: Winston Drive maximum travel lane dimensions

STREET SEGMENT	MAXIMUM SUM OF TRAVEL LANES (TYPICAL)	MAXIMUM SUM OF TRAVEL LANES (ALONG PARKING)
A	36'	NA'
B	36'	NA
C	66'	NA

Winston Drive (West), segment A

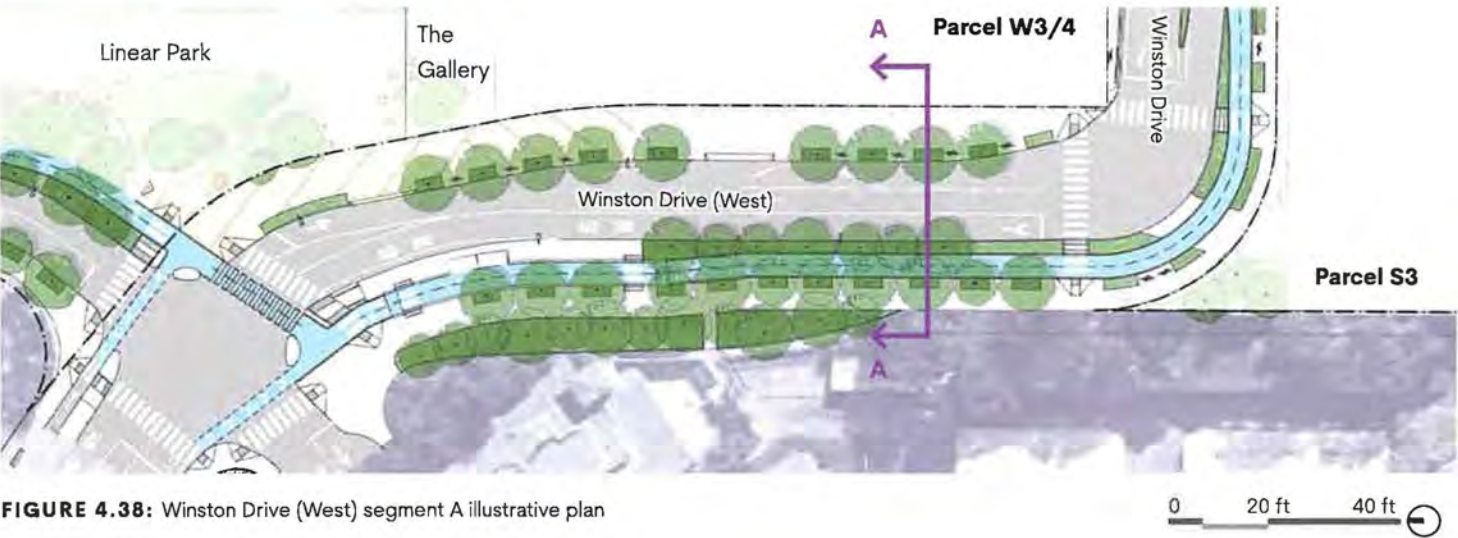


FIGURE 4.38: Winston Drive (West) segment A illustrative plan

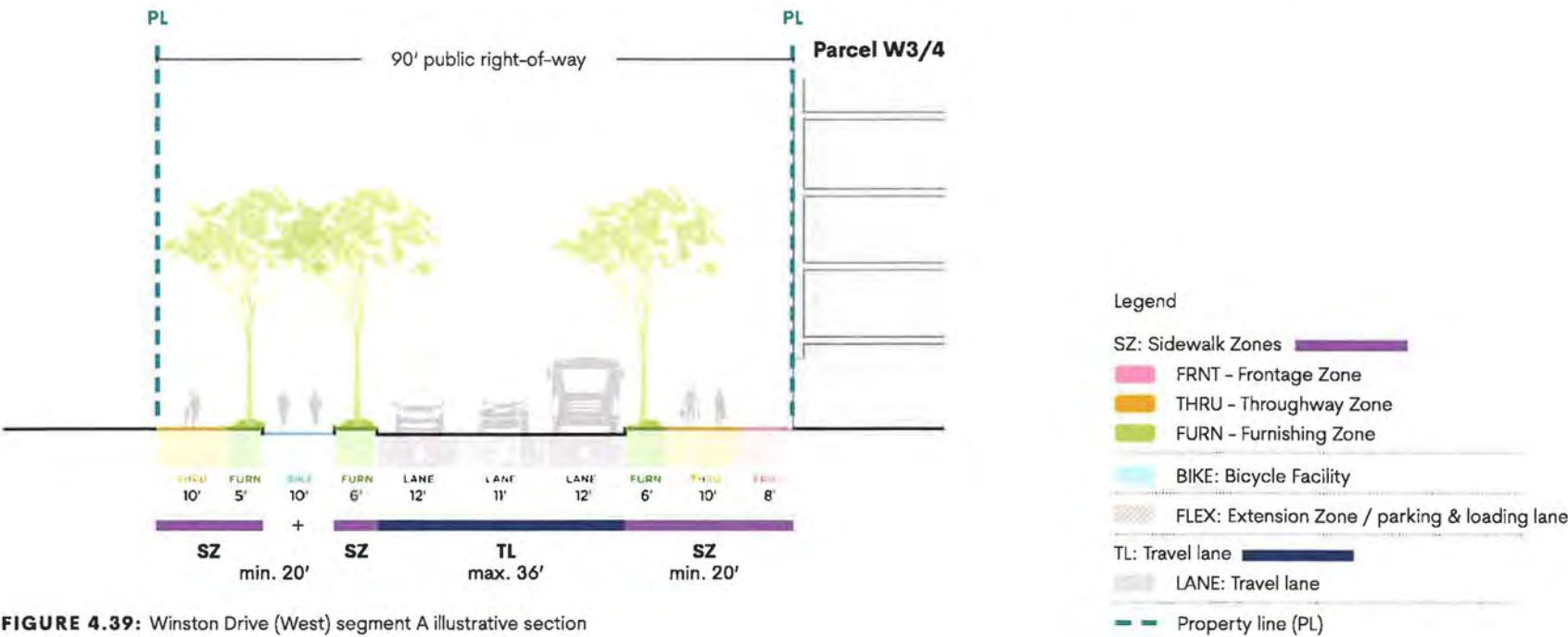


FIGURE 4.39: Winston Drive (West) segment A illustrative section

Winston Drive, segment B



FIGURE 4.40: Winston Drive segment B illustrative plan

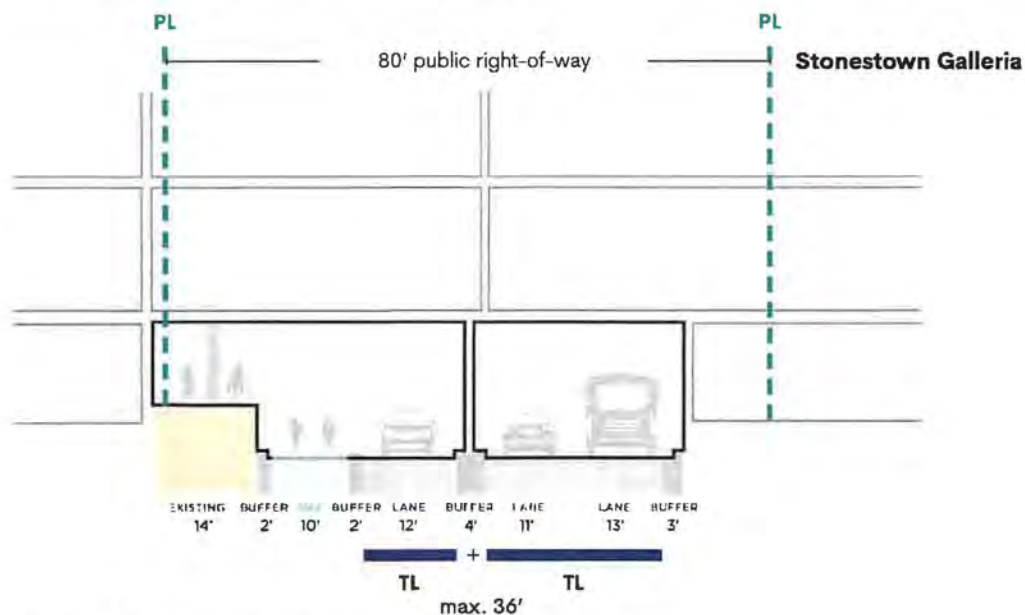


FIGURE 4.41: Winston Drive segment B illustrative section

Legend

SZ: Sidewalk Zones

FRNT - Frontage Zone

THRU - Throughway Zone

FURN - Furnishing Zone

BIKE: Bicycle Facility

FLEX: Extension Zone / parking & loading lane

TL: Travel lane

LANE: Travel lane

Property line (PL)

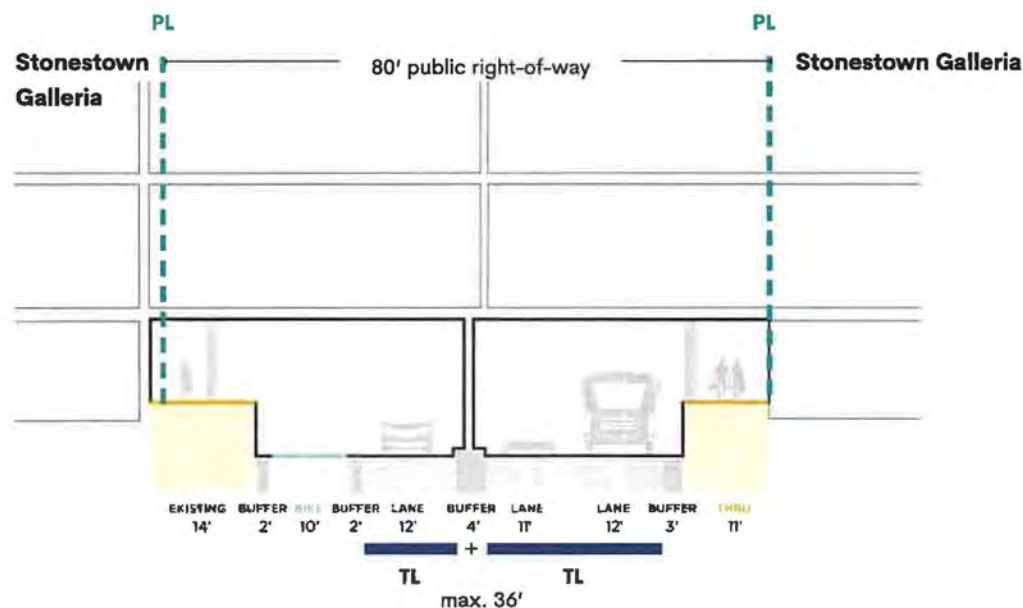


FIGURE 4.42: Winston Drive segment B alternative illustrative section

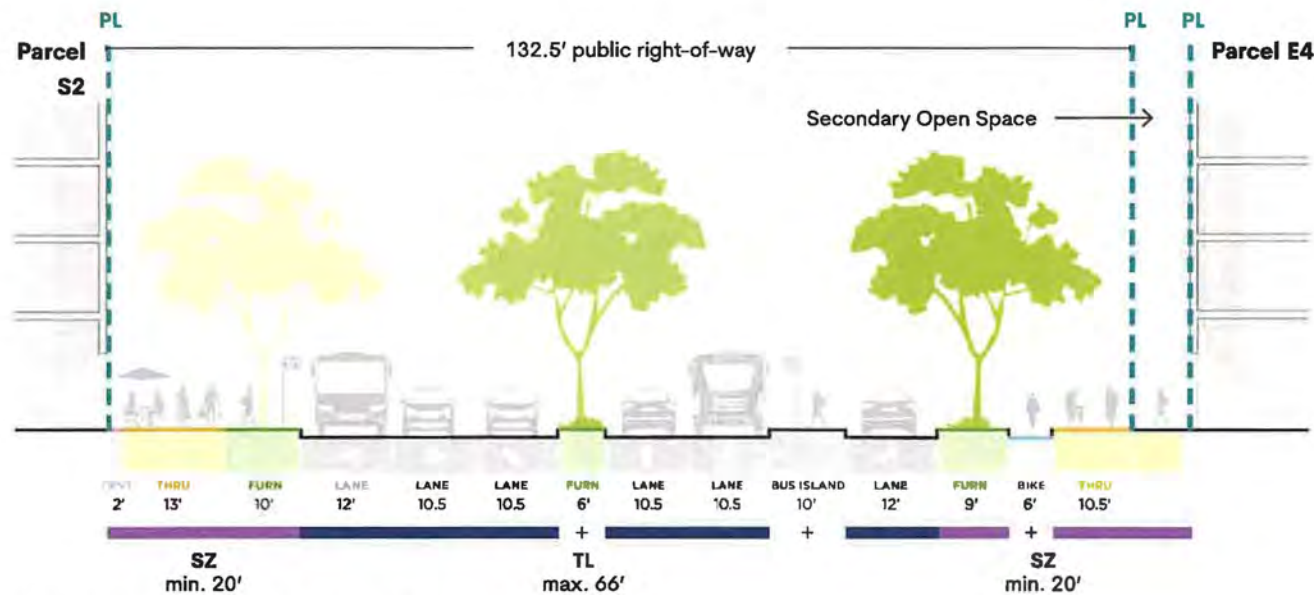
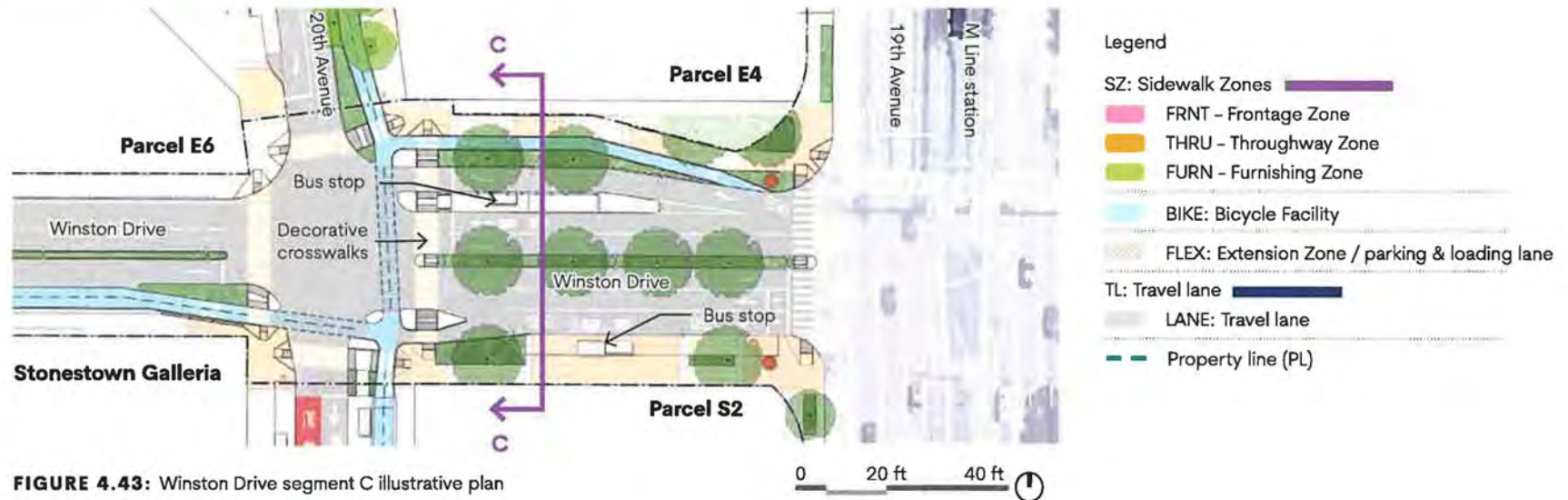
Legend

- SZ: Sidewalk Zones
- FRNT - Frontage Zone
- THRU - Throughway Zone
- FURN - Furnishing Zone
- BIKE: Bicycle Facility
- FLEX: Extension Zone / parking & loading lane
- TL: Travel lane
- LANE: Travel lane
- Property line (PL)

Winston Drive Alternative

Once Parcel W3/4 is built, and the underground parking is reconstructed, mechanical and constructability constraints may be lessened along Winston Drive west of 20th Avenue to relocate the existing parking ventilation. If the existing parking ventilation breezeway is relocated, consider accommodating a pedestrian Throughway Zone along the northern edge of Winston Drive for Segment B as shown in Figure 4.42.

Winston Drive, segment C



Buckingham Way (North)

Buckingham Way (North) is an east-west connection across the site that provides access for freight to Stonestown Galleria. The streetscape design coordinates off-street parking and loading access to minimize conflicts between pedestrians, cyclists, and parking and vehicles. Buildings fronting Buckingham Way (North) feature Retail and Service Frontages and Active Frontages that further contribute to the pedestrian experience as shown in Figure 4.45 and described in Section 5.8.

Illustrative plans and illustrative sections are provided as an example streetscape design in Figure 4.46 to Figure 4.49.

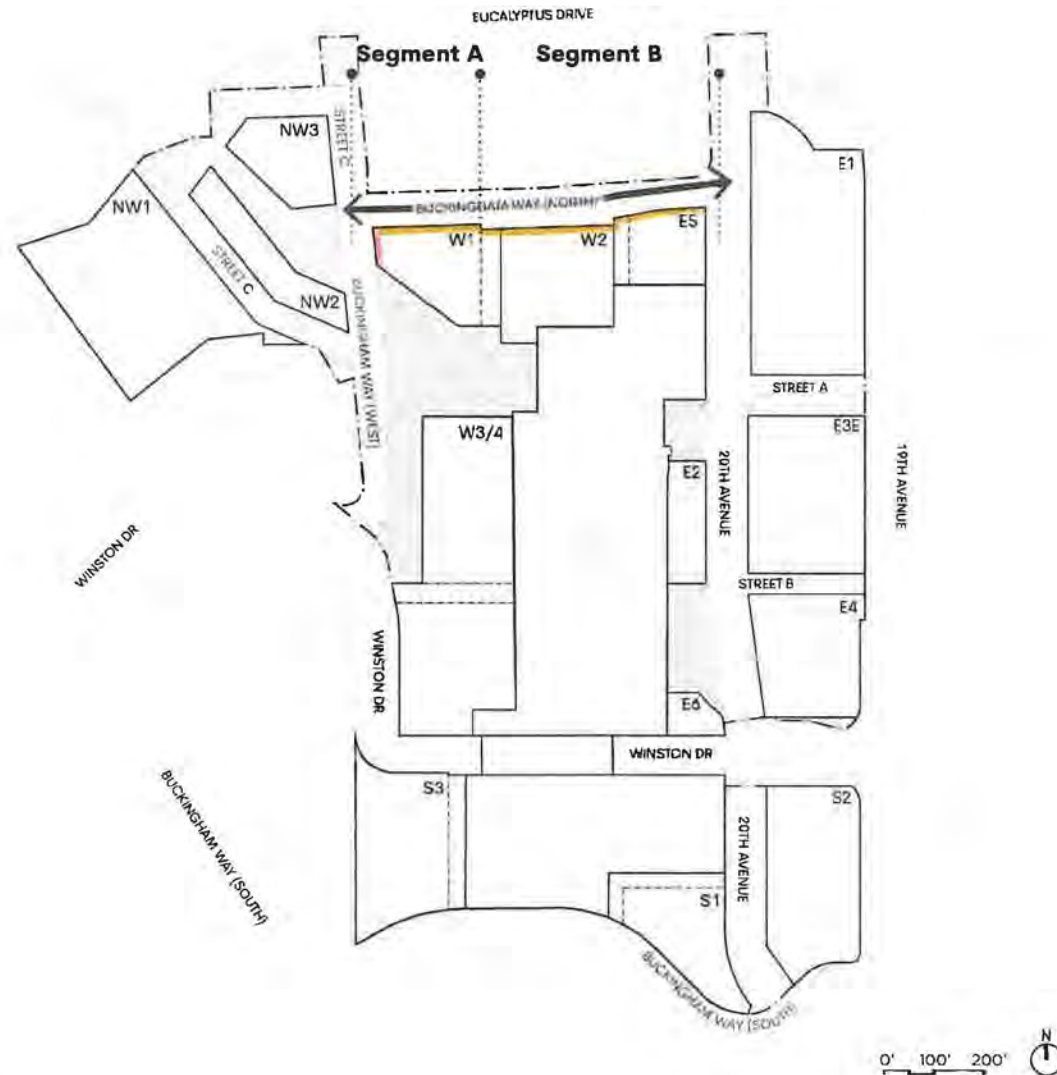


FIGURE 4.45: Buckingham Way (North) context

Legend

- ↔ Buckingham Way (North)
- Retail and Service Frontage
- Active Frontage

Standards

S4.9.9 Buckingham Way (North) Sidewalk Zones. Sidewalk Zones on Buckingham Way (North) shall meet the following requirements:

- Sidewalk Zones shall be a minimum of 15 feet.
- A Furnishing Zone as described in S4.7.2 shall be provided for Segment A west of the Parcel W2 garage entry between the Bicycle Facility and vehicle lanes as shown in Figure 4.46 and Figure 4.47.
- Minimum Sidewalk Zones shall be provided along the north side of Buckingham Way (North) Segment A west of Parcel W2 pending approval and coordination with neighboring property owners as shown in Figure 4.46 and Figure 4.47.

Sidewalk Zones are permitted to reduce below these minimum dimensions to accommodate intersection design.

S4.9.10 Buckingham Way (North) travel lanes.

The sum of travel lane widths shall not exceed the dimensions in Table 4.6 for the segments listed below:

- Segment A - Buckingham Way (North) west of Parcel W2
- Segment B - Buckingham Way (North) east of and including Parcel W2

The sum of travel lane widths is permitted to expand beyond these maximum dimensions to accommodate for intersection design or turning maneuvers.

TABLE 4.6: Buckingham Way (North) maximum travel lane dimensions

STREET SEGMENT	MAXIMUM SUM OF TRAVEL LANES (TYPICAL)	MAXIMUM SUM OF TRAVEL LANES (ALONG PARKING)
A	26'	26'
B	35'	35'

Buckingham Way (North), segment A

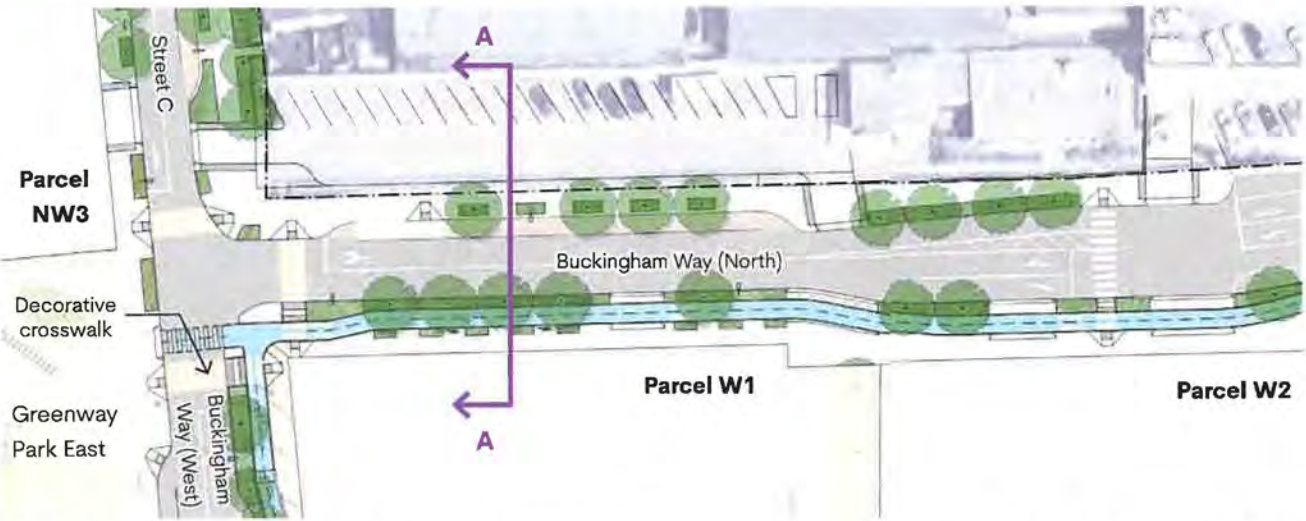


FIGURE 4.46: Buckingham Way (North) segment A illustrative plan

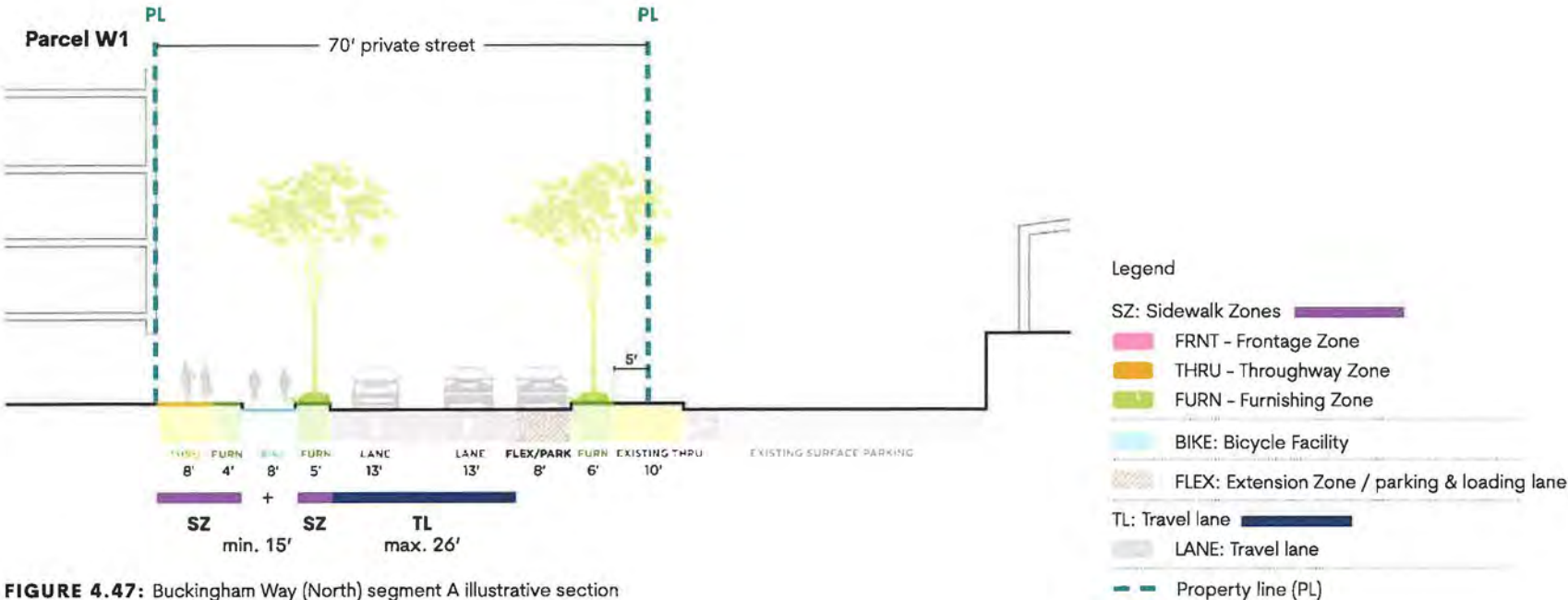


FIGURE 4.47: Buckingham Way (North) segment A illustrative section

Buckingham Way (North), segment B

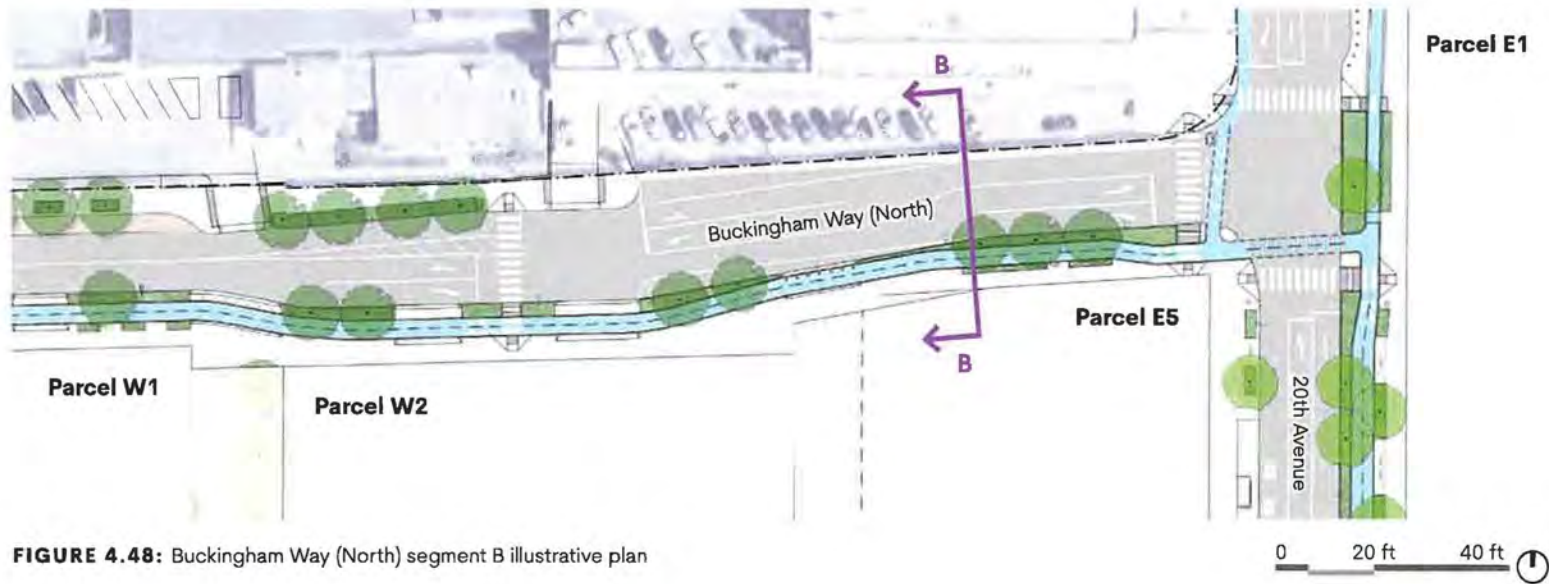


FIGURE 4.48: Buckingham Way (North) segment B illustrative plan

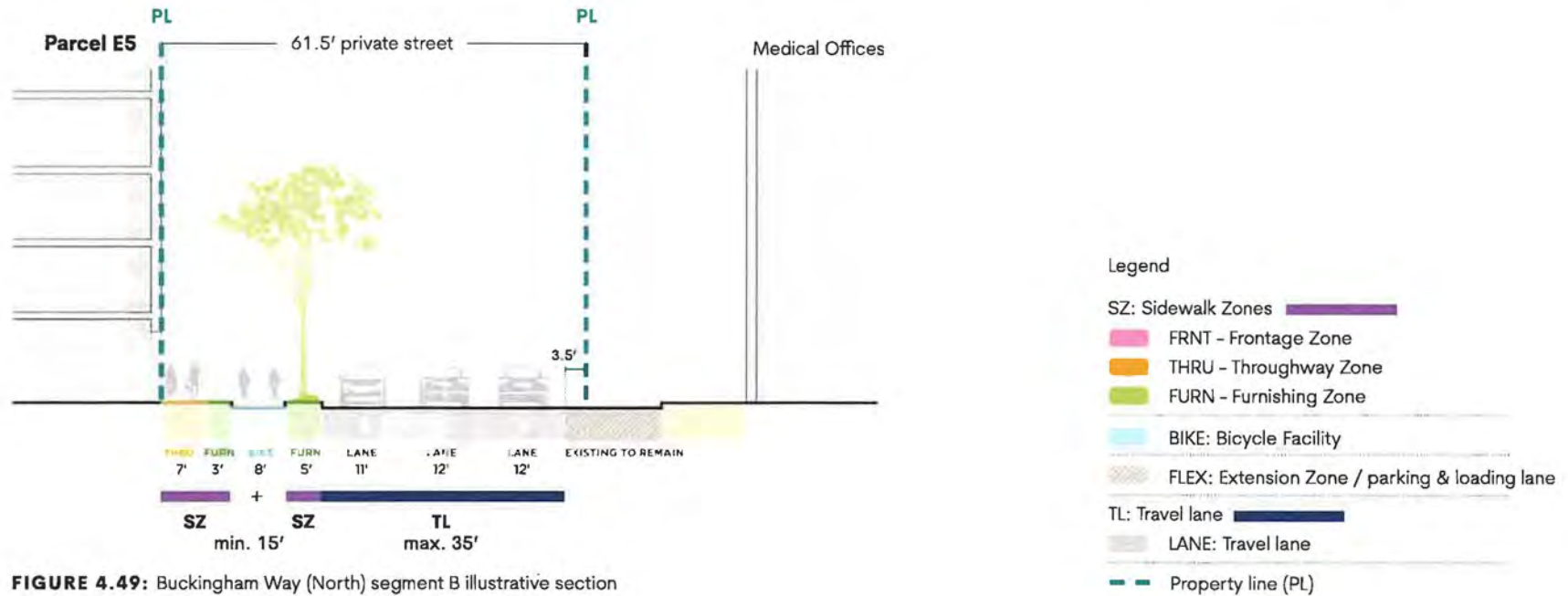
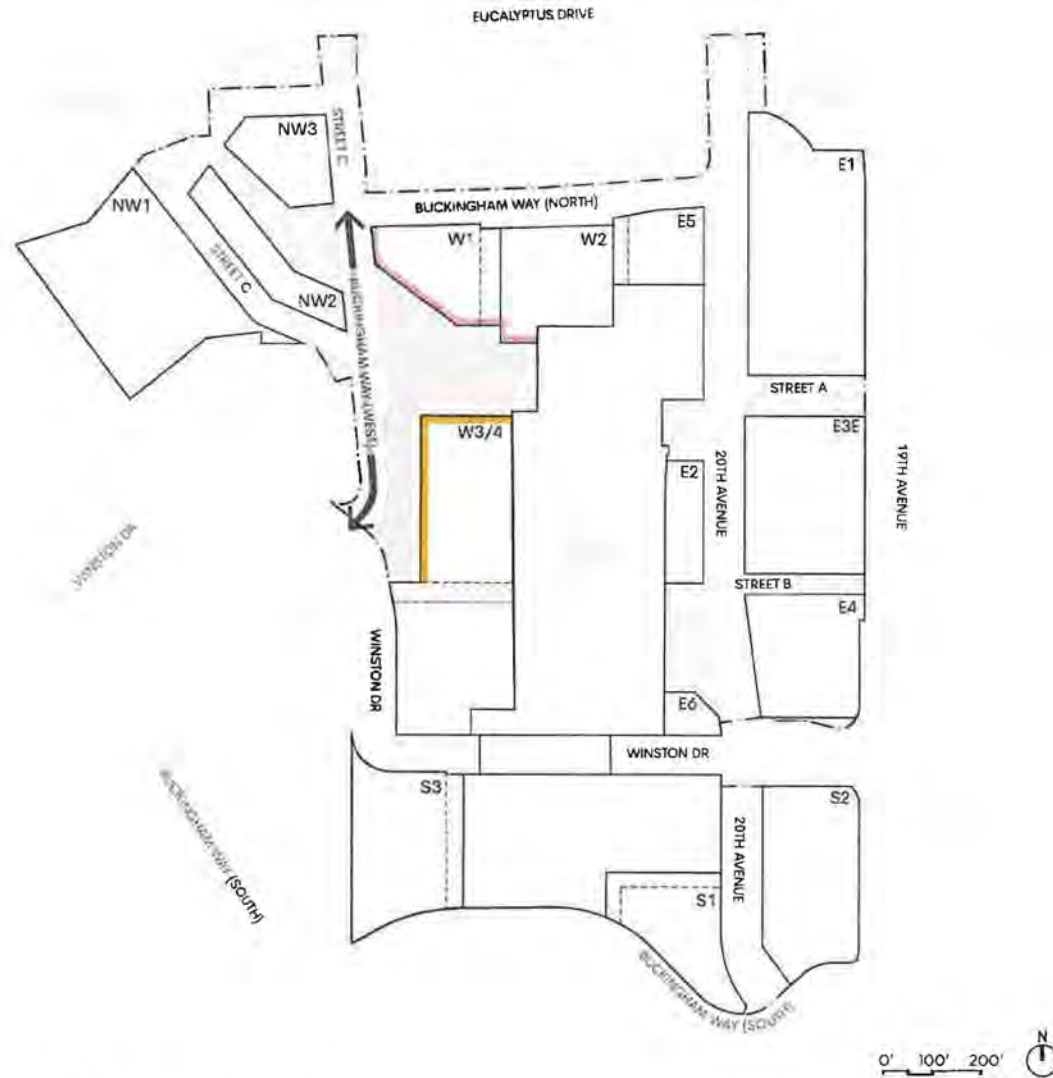


FIGURE 4.49: Buckingham Way (North) segment B illustrative section

Buckingham Way (West)

Buckingham Way (West) bridges Greenway Park East and Town Square. Along these open spaces the street sidewalk is incorporated into the design of the open space to provide more pedestrian space and allow for more generous plantings. Buildings fronting Buckingham Way (West) feature Retail and Service Frontages and Active Frontages that further contribute to the pedestrian experience as shown in Figure 4.50 and described in Section 5.8.

Illustrative plans and illustrative sections are provided as an example streetscape design in Figure 4.51 and Figure 4.52.



Legend

-  Buckingham Way (West)
-  Retail and Service Frontage
-  Active Frontage

FIGURE 4.50: Buckingham Way (West) context

Standards

S4.9.11 Buckingham Way (West) Sidewalk

Zones. Sidewalk Zones on Buckingham Way (West) shall meet the following requirements:

- Sidewalk Zones shall be a minimum of 16 feet.
- Sidewalk Zones that include a Bicycle Facility shall be a minimum of 21 feet.
- Where there is a Bicycle Facility, a Furnishing Zone as described in S4.7.2 shall be provided between the Bicycle Facility and vehicle lane.
- If Town Square or Linear Park provide a sidewalk along Buckingham Way (West), the open space sidewalk may qualify as the required Throughway Zone and may contribute to the required Sidewalk Zone minimum width as shown in Figure 4.51 and Figure 4.52.

Sidewalk Zones are permitted to reduce below these minimum dimensions to accommodate intersection design.

S4.9.12 Buckingham Way (West) travel lanes.

The sum of travel lane widths shall not exceed the dimensions in Table 4.7. The sum of travel lane widths is permitted to expand beyond these maximum dimensions to accommodate intersection design or turning maneuvers.

TABLE 4.7: Buckingham Way (West) maximum travel lane dimensions

MAXIMUM SUM OF TRAVEL LANES (TYPICAL)	MAXIMUM SUM OF TRAVEL LANES (ALONG PARKING)
26.5'	25'

Buckingham Way (West)



FIGURE 4.51: Buckingham Way (West) illustrative plan

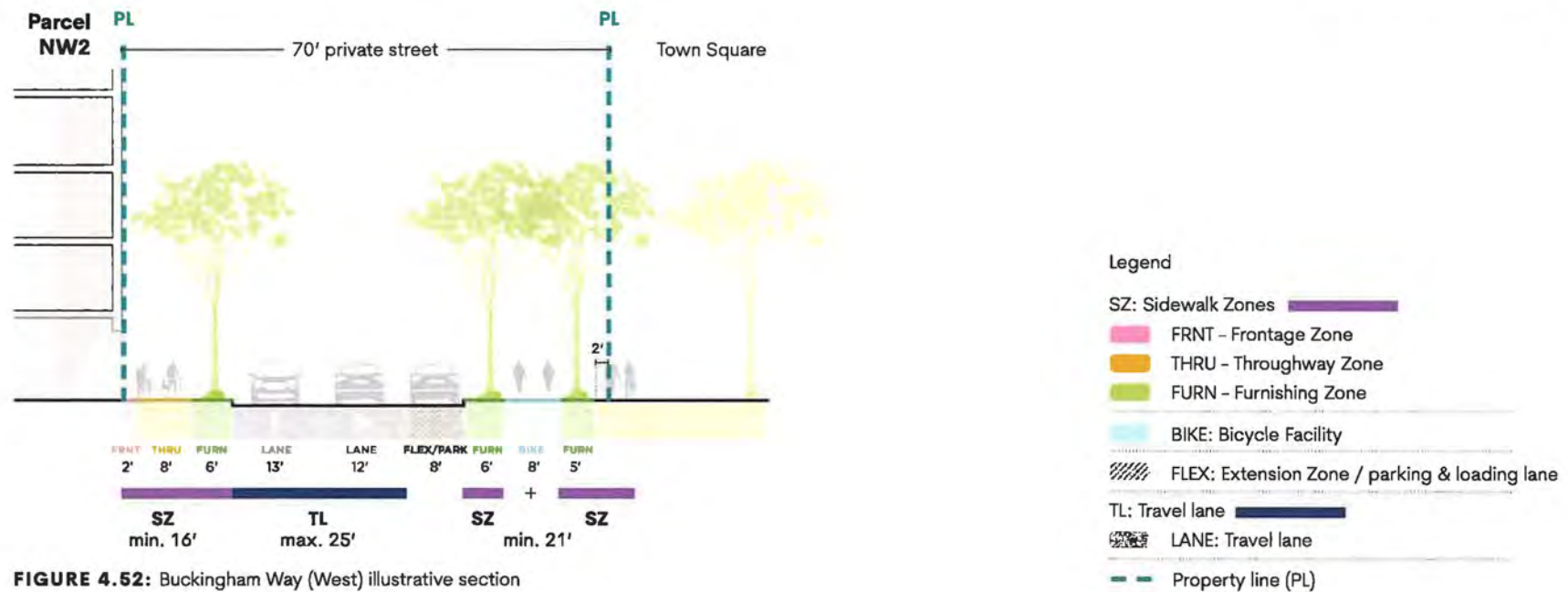


FIGURE 4.52: Buckingham Way (West) illustrative section

Buckingham Way (South)

Buckingham Way (South) provides access to existing freight loading locations serving Stonestown Galleria. Buildings fronting Buckingham Way (South) feature Active Frontages that further contribute to the pedestrian experience as shown in Figure 4.53 and described in Section 5.8.

Illustrative plans and illustrative sections are provided as an example streetscape design Figure 4.54 to Figure 4.56.

Standards

S4.9.13 Buckingham Way (South) Sidewalk Zones. Sidewalk Zones on the north edge of Buckingham Way (South) shall be a minimum of 17 feet in width. Sidewalk Zones are permitted to reduce below these minimum dimensions to accommodate intersection design and transit facilities.

S4.9.14 Buckingham Way (South) Frontage Zone. A minimum three-foot Frontage Zone with understory plantings shall be applied along the existing Stonestown Galleria building between Parcel S1 and S3 as seen in Figure 4.54 and Figure 4.55.

Legend

- ↔ Buckingham Way (South)
- Active Frontage

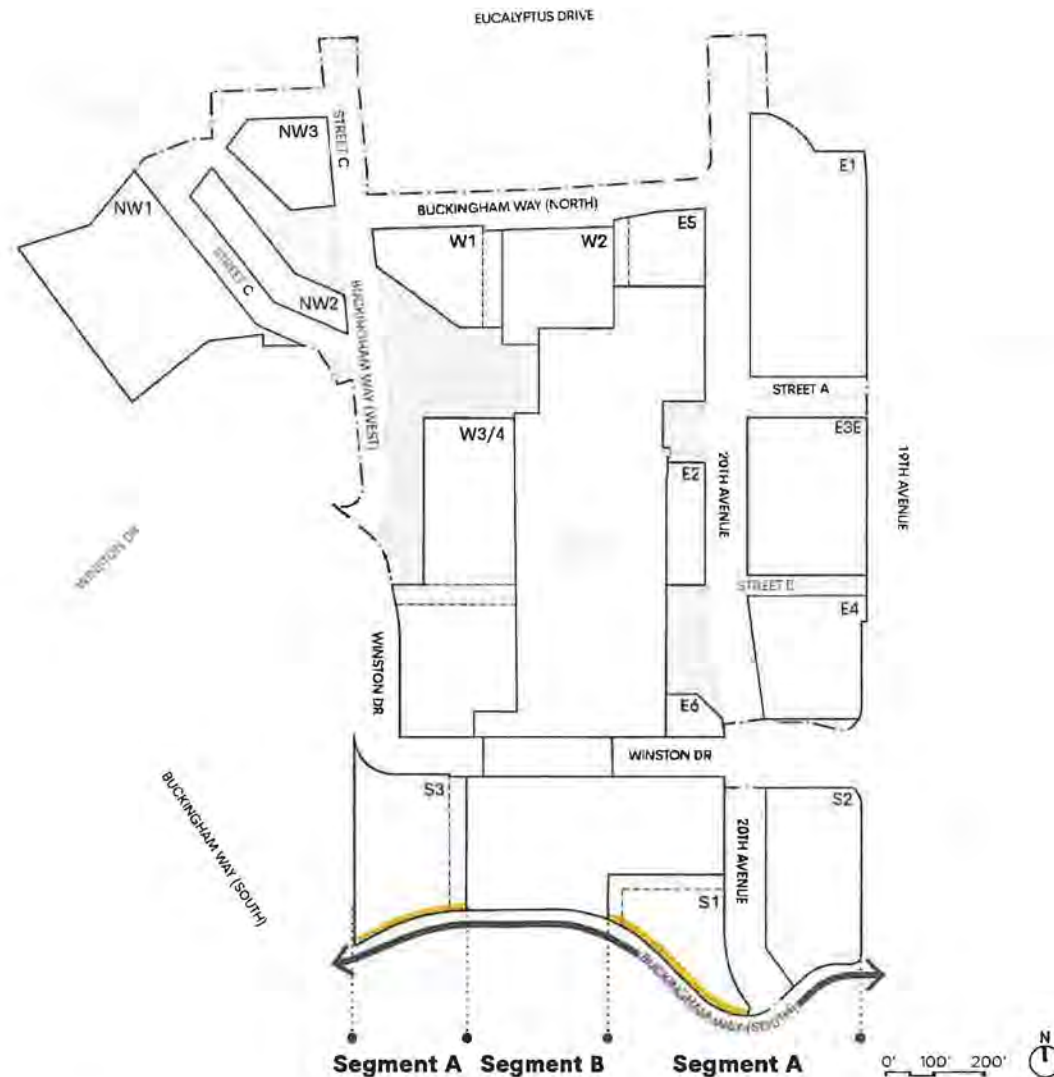


FIGURE 4.53: Buckingham Way (South) context

Buckingham Way (South)



FIGURE 4.54: Buckingham Way (South) illustrative plan

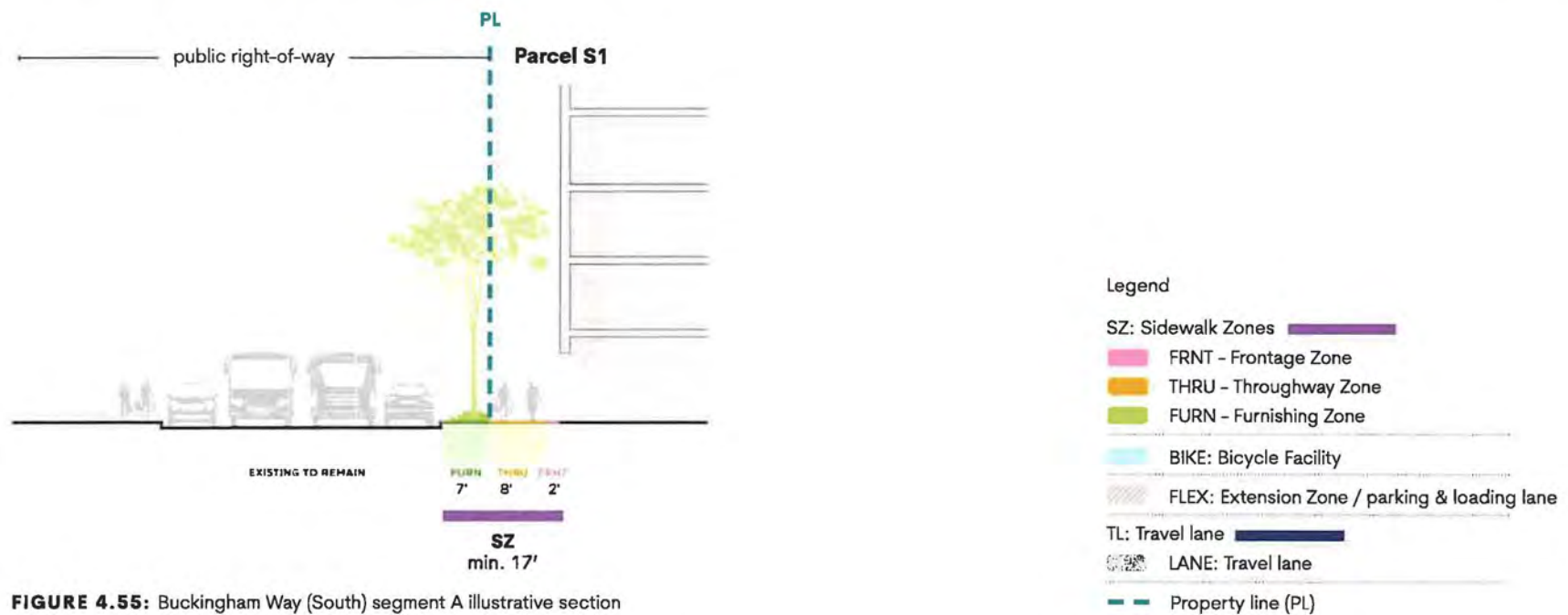


FIGURE 4.55: Buckingham Way (South) segment A illustrative section

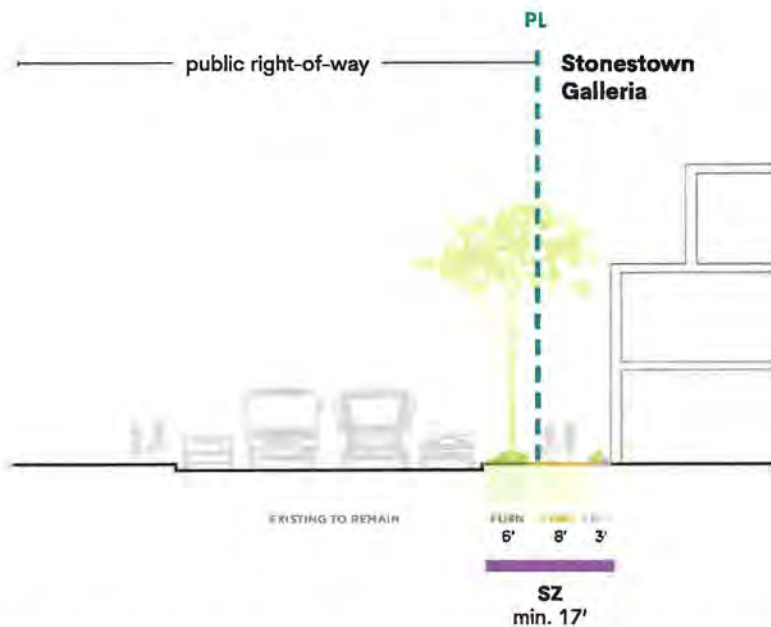


FIGURE 4.56: Buckingham Way (South) segment B illustrative section along Stonestown Galleria

Legend

SZ: Sidewalk Zones

FRNT - Frontage Zone

THRU - Throughway Zone

FURN - Furnishing Zone

BIKE: Bicycle Facility

FLEX: Extension Zone / parking & loading lane

TL: Travel lane

LANE: Travel lane

PL: Property line (PL)

Street A

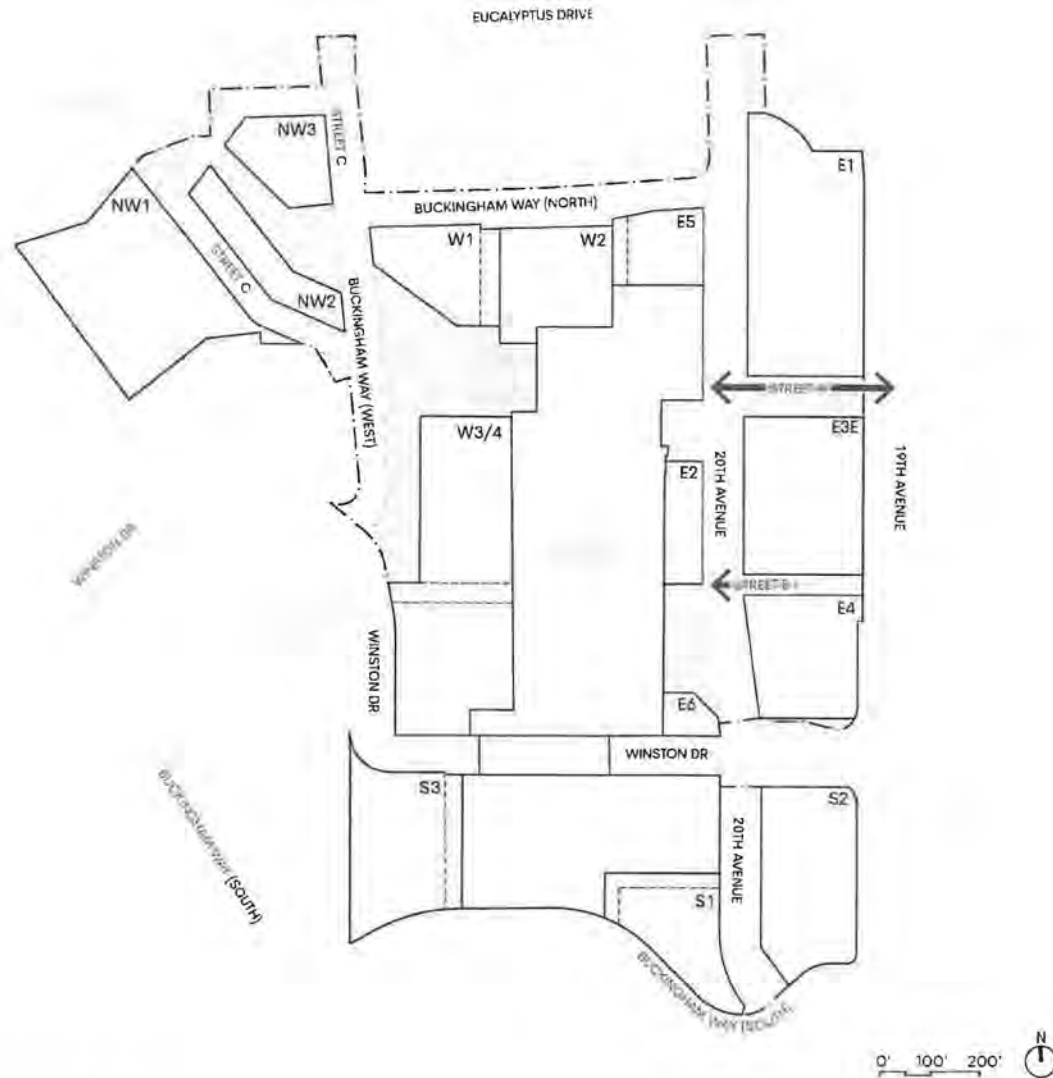
Street A is straightened and widened to allow for a direct connection from 19th to 20th Avenue and may provide parking and loading access, alleviating demand on 20th Avenue. No minimum active ground floor uses are required as shown in Figure 4.57, see Section 5.8 for additional building controls applicable to these frontages. A Secondary Open Space provides an accessible path between 19th and 20th Avenue along the southern side of the street as found in Section 3.4.

Illustrative plans and illustrative sections are provided as an example streetscape design in Figure 4.58 and Figure 4.59.

Street B

Street B is a new east-west alley that provides parking and loading access to adjacent parcels, alleviating demand on 20th Avenue. No minimum active ground floor uses are required as shown in Figure 4.57, see Section 5.8 for additional building controls applicable to these frontages. A Secondary Open Space provides an accessible path between the alley and 19th Avenue as found in Section 3.4.

Illustrative plans and illustrative sections are provided as an example streetscape design in Figure 4.60 and Figure 4.61.



Legend

↔ Street A and Street B

FIGURE 4.57: Street A and Street B context

Standards

S4.9.15 Street A Sidewalk Zone. The Sidewalk Zone along the north edge of Street A shall be a minimum of 15 feet in width and is permitted to reduce below these minimum dimensions to accommodate intersection design. An accessible pedestrian connection that facilitates movement between 19th Avenue and 20th Avenue shall be provided in the Secondary Open Space along the south side of the street as required in S3.4.3.

S4.9.16 Street A travel lanes. The sum of travel lane widths shall not exceed the dimensions in Table 4.8. The sum of travel lane widths is permitted to expand beyond these maximum dimensions to accommodate intersection design.

S4.9.17 Street B Sidewalk Zone. The Sidewalk Zones on Street B shall be a minimum of nine feet in width and are permitted to reduce below these minimum dimensions to accommodate intersection design.

S4.9.18 Street B travel lanes. The sum of travel lane widths shall not exceed the dimensions in Table 4.8. The sum of travel lane widths is permitted to expand beyond these maximum dimensions to accommodate intersection design or turning maneuvers.

TABLE 4.8: Street A and Street B maximum travel lane dimension

STREET	MAXIMUM SUM OF TRAVEL LANES (TYPICAL)	MAXIMUM SUM OF TRAVEL LANES (ALONG PARKING)
Street A	22'	NA
Street B	22'	NA

Street A

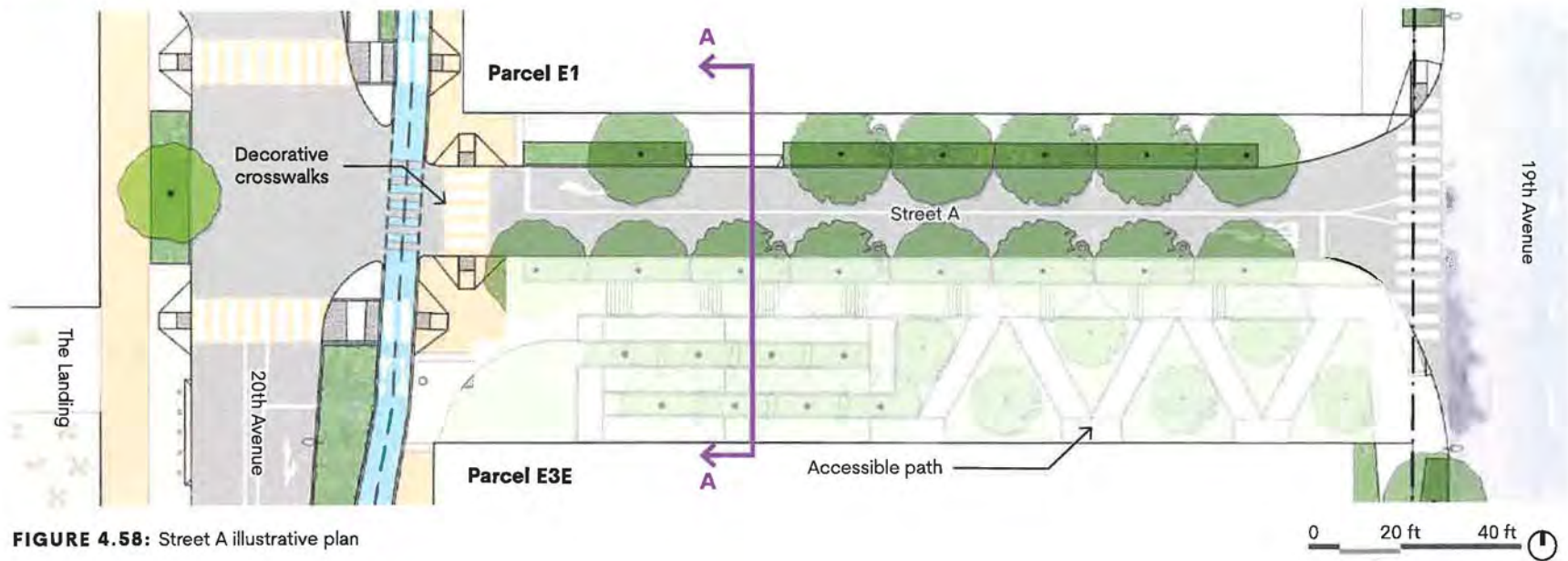


FIGURE 4.58: Street A illustrative plan

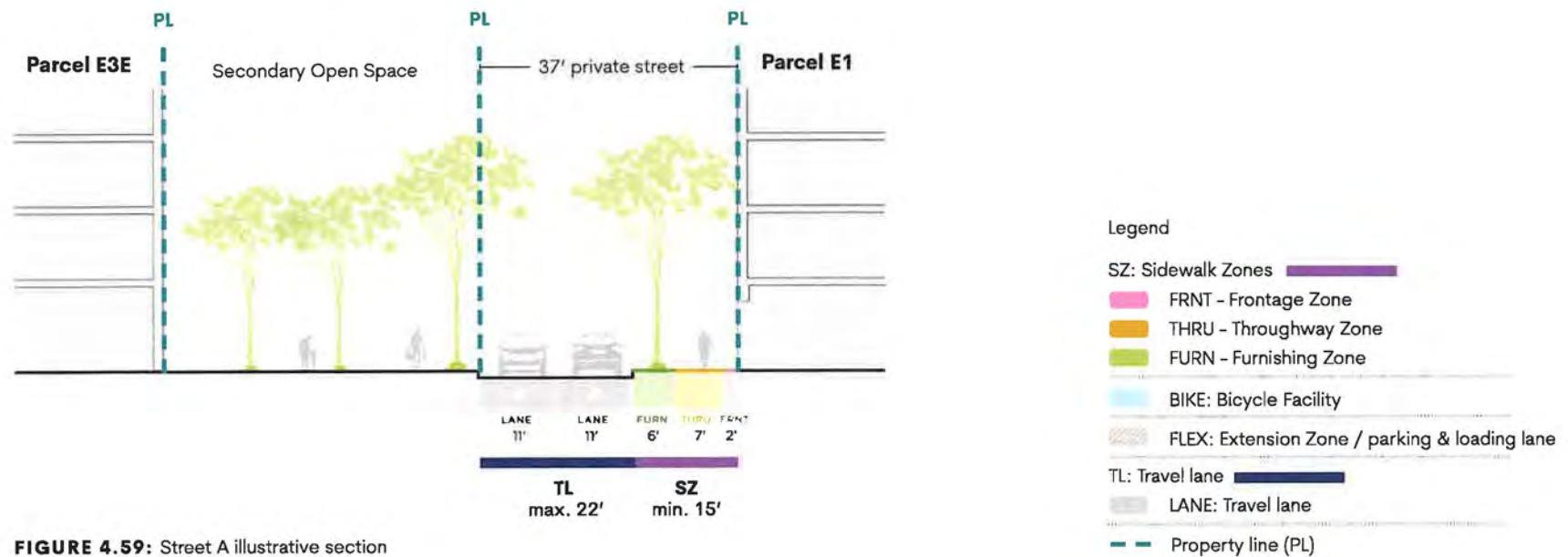


FIGURE 4.59: Street A illustrative section

Street B

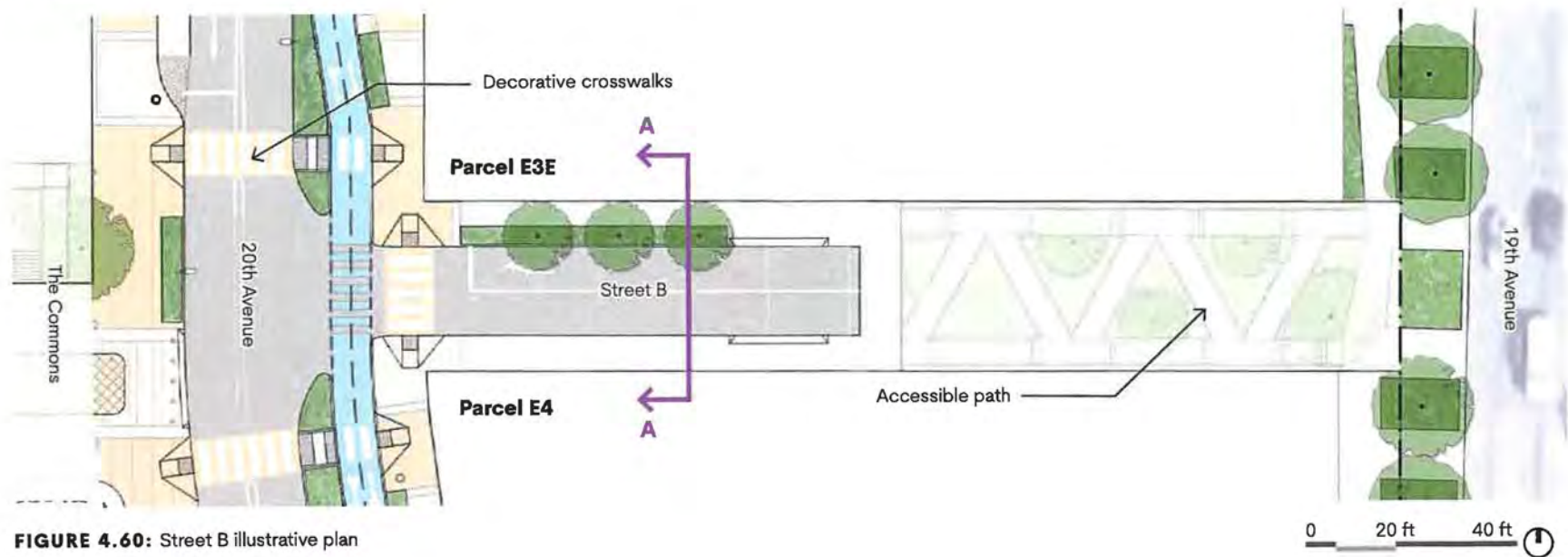


FIGURE 4.60: Street B illustrative plan

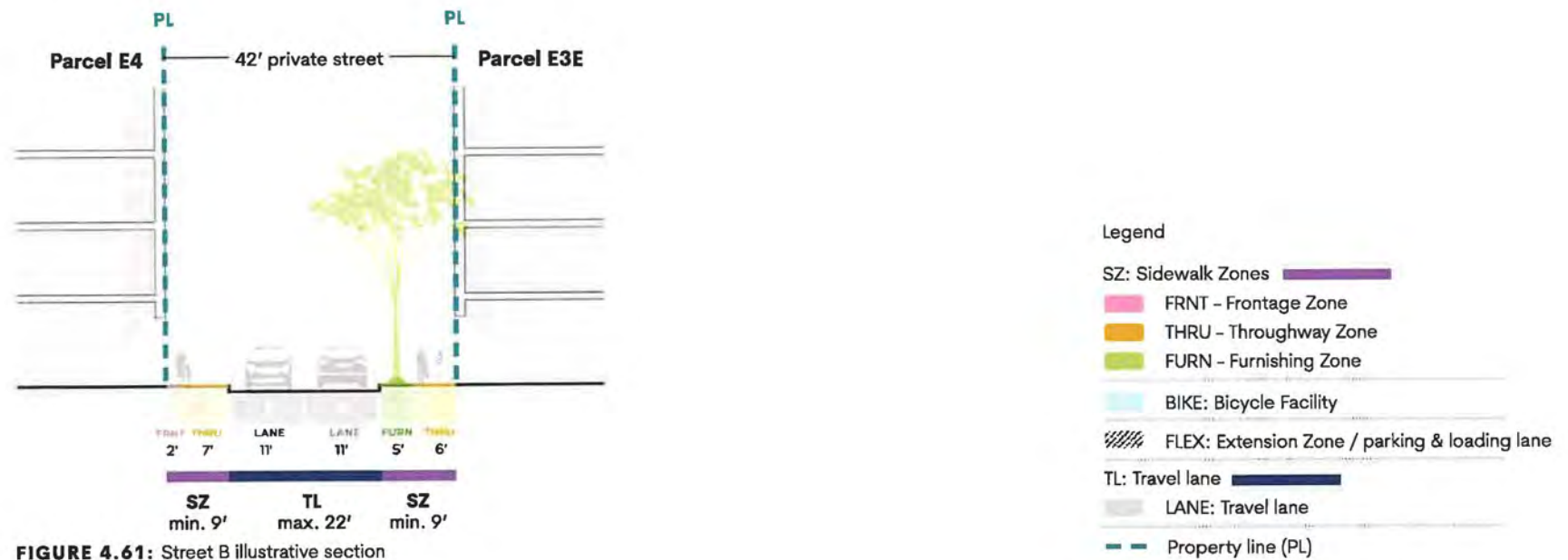


FIGURE 4.61: Street B illustrative section

Street C

Street C is a new street that provides direct connections to Rolph Nicol Jr. Playground and St Stephen Catholic Church and School. Buildings fronting Street C feature Active Frontages that contribute to the pedestrian experience as shown in Figure 4.62 and described in Section 5.8.

Illustrative plans and illustrative sections are provided as an example streetscape design in Figure 4.63 to Figure 4.67.

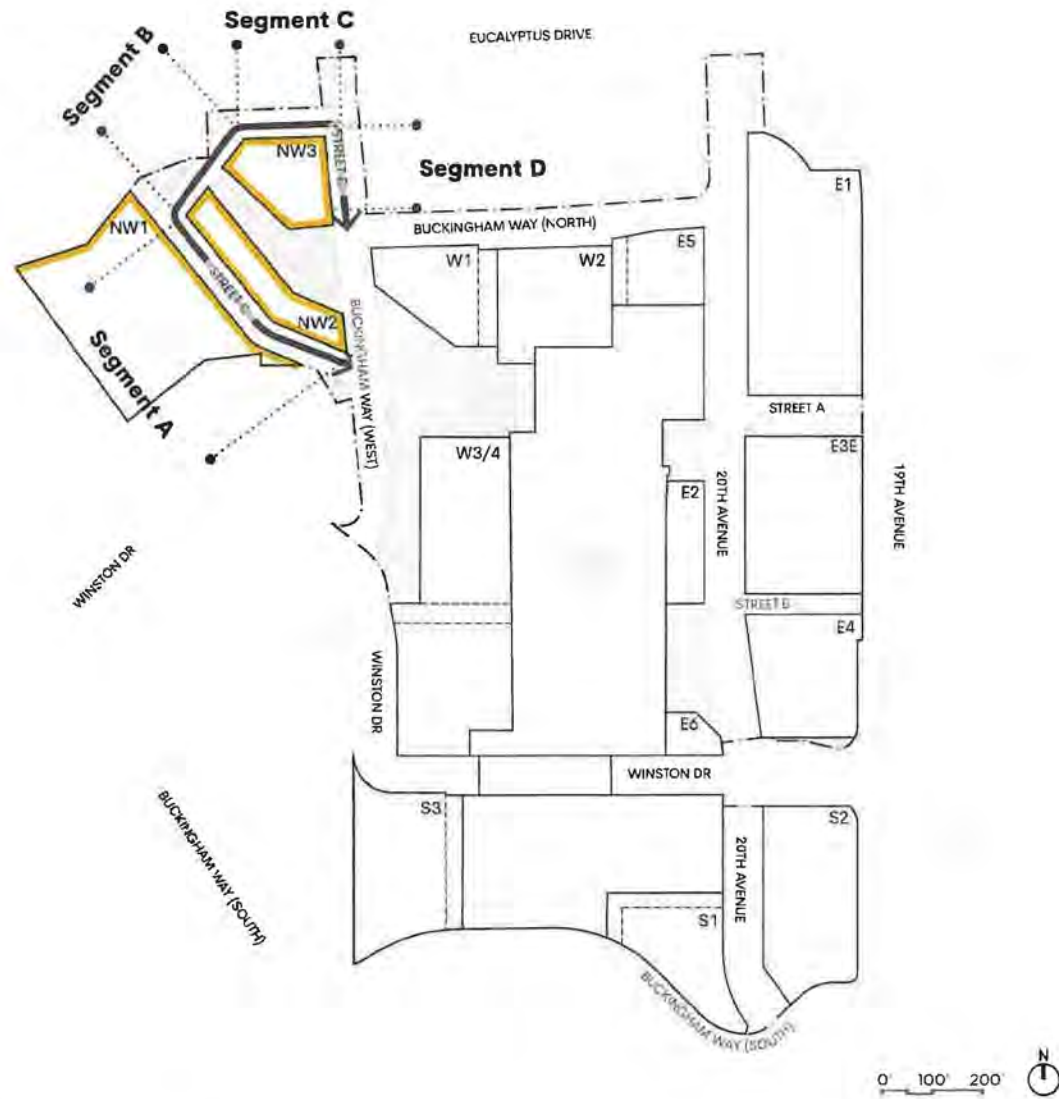


FIGURE 4.62: Street C context

Legend

-  Street C
-  Active Frontage

Standards

S4.9.19 Street C Sidewalk Zones. Sidewalk Zones on Street C shall be a minimum of 12 feet. Minimum Sidewalk Zones shall be provided along Rolph Nicol Jr. Playground pending approval and coordination with San Francisco Recreation and Parks Department.

The Sidewalk Zone along the northern edge of segment C along Street C (North) is permitted to be exempt to accommodate angled parking spaces as found in Figure 4.63 provided minimum Throughway Zone width is maintained as found in S4.7.1. Sidewalk Zones are permitted to reduce below these minimum dimensions to accommodate intersection design.

S4.9.20 Street C travel lanes. The sum of travel lane widths shall not exceed the dimensions in Table 4.9 for the segments listed below:

- Segment A – Street C (South)
- Segment B – Street C (West)
- Segment C – Street C (North)
- Segment D – Street C (East)

The sum of travel lane widths is permitted to expand beyond these maximum dimensions to accommodate for intersection design or turning maneuvers.

TABLE 4.9: Street C maximum travel lane dimensions

STREET SEGMENT	MAXIMUM SUM OF TRAVEL LANES (TYPICAL)	MAXIMUM SUM OF TRAVEL LANES (ALONG PARKING)
A	26'	25'
B	20'	20'
C	20'	20'
D	21.5'	20'

Street C

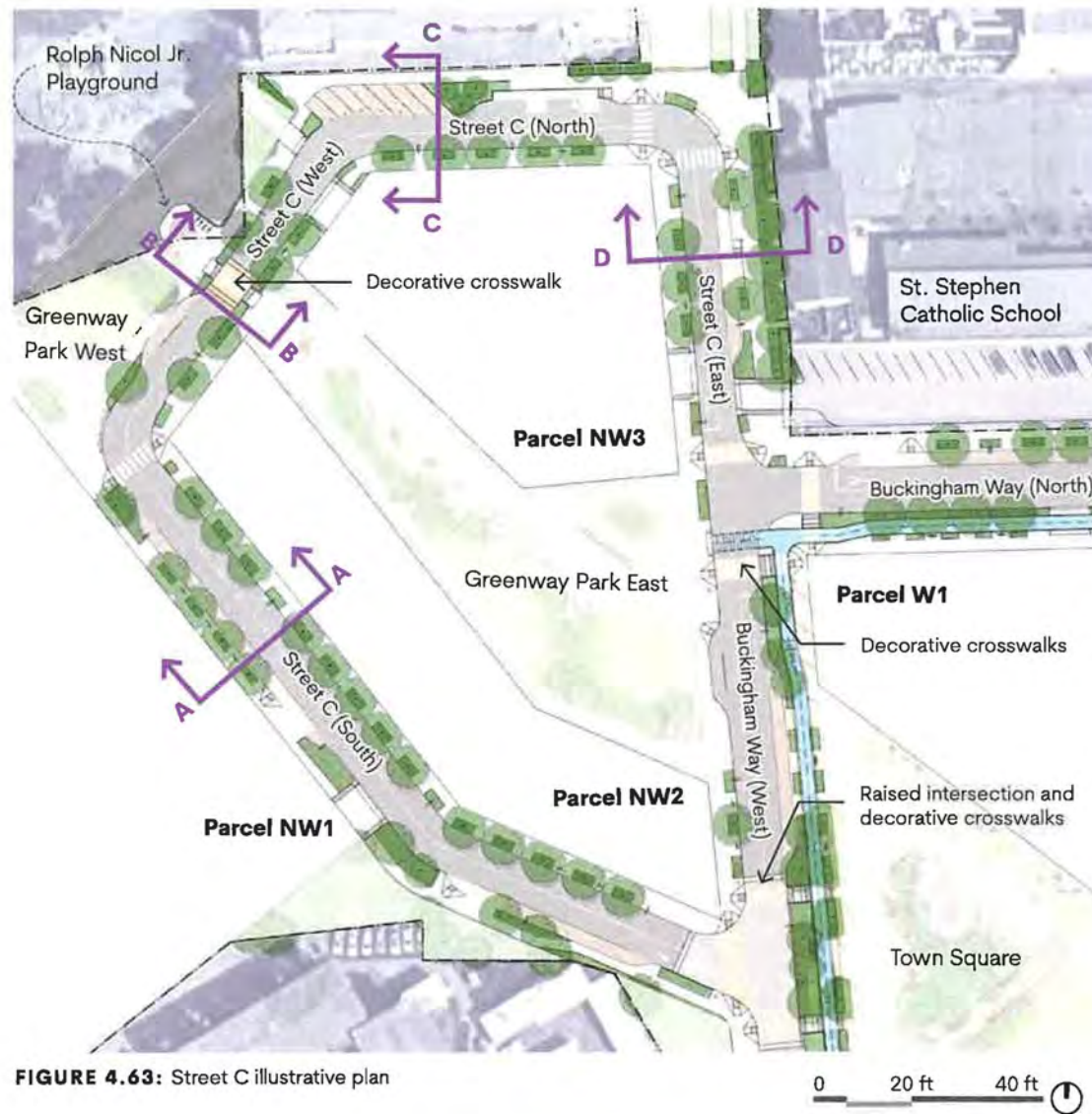


FIGURE 4.63: Street C illustrative plan

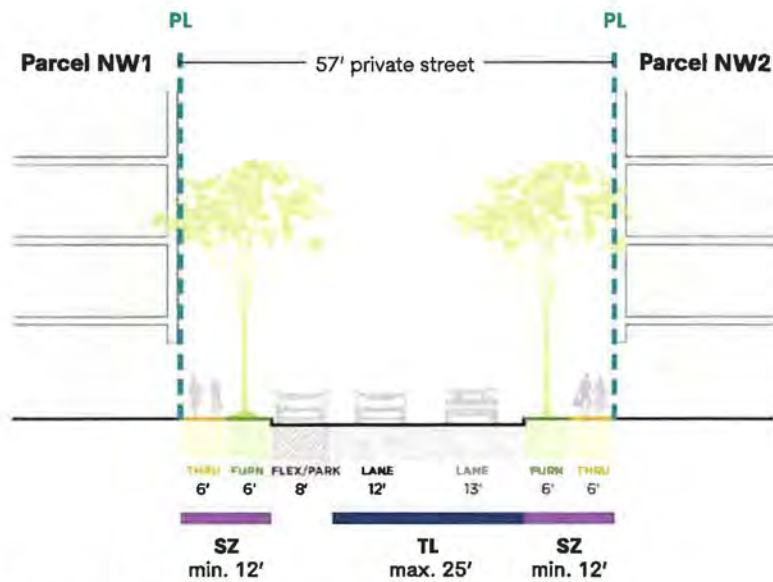


FIGURE 4.64: Street C illustrative section A

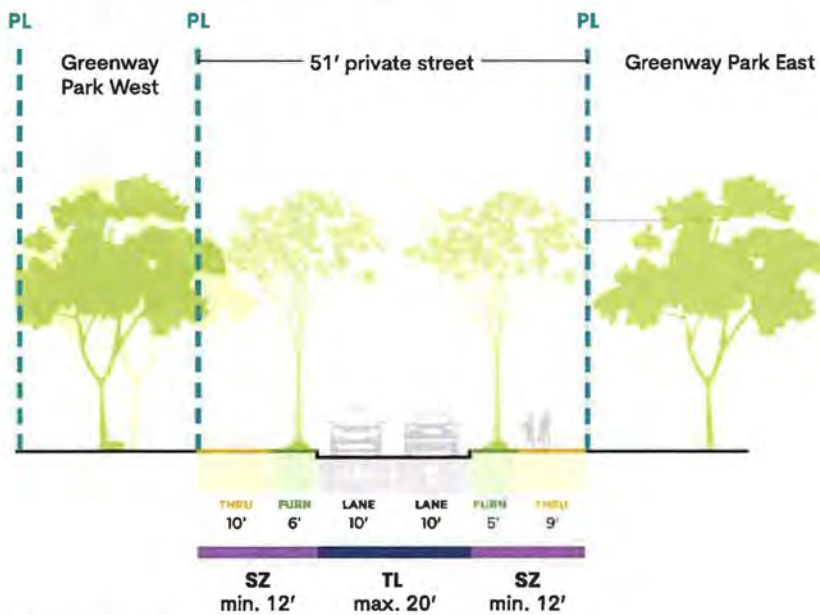


FIGURE 4.65: Street C illustrative section B

Legend

- SZ: Sidewalk Zones
- FRNT - Frontage Zone
- THRU - Throughway Zone
- FURN - Furnishing Zone
- BIKE: Bicycle Facility
- FLEX: Extension Zone / parking & loading lane
- TL: Travel lane
- LANE: Travel lane
- Property line (PL)

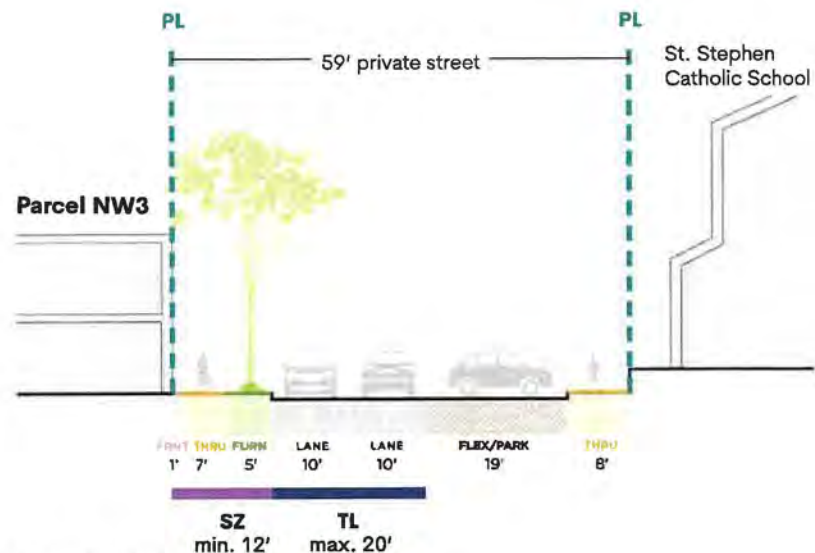


FIGURE 4.66: Street C illustrative section C

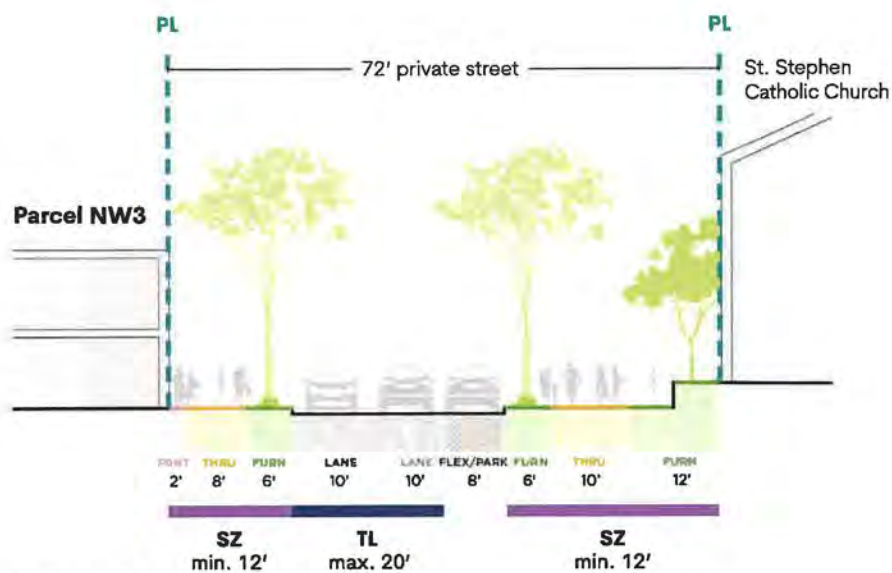


FIGURE 4.67: Street C illustrative section D

Legend

SZ: Sidewalk Zones

FRNT - Frontage Zone

THRU - Throughway Zone

FURN - Furnishing Zone

BIKE: Bicycle Facility

FLEX: Extension Zone / parking & loading lane

TL: Travel lane

LANE: Travel lane

PL: Property line (PL)

STREET SYSTEMS

4.10 Streetscape Planting

Planting within the streetscape enhances pedestrian experiences and connection to nature throughout the site with a palette drawn from the San Francisco western neighborhoods to reinforce place-based biodiversity.

The Project's primary entrance on Winston Drive is framed with large evergreen trees as prominent markers that welcome and guide visitors into the site. Along the 20th Avenue retail corridor arching, medium-sized trees with seasonal interest provide an inviting ambiance for pedestrians. The remainder of the site hosts a biodiverse urban forest, featuring a variety of street trees of different species and sizes. This diverse selection of trees actively contributes to the thriving and ecologically beneficial environment of the area. The streetscape planting showcases a blend of California natives and ornamental pollinator plants.

The following standards and guidelines relate to street trees and understory plantings within the streetscape and are intended to align with the SF Urban Forest Plan and relevant SF Public Works guidance, except where the standards and guidelines amends location-specific guidance.

Legend

- Street trees and understory plantings required
- Street trees and understory plantings required pending coordination with Caltrans or neighboring property owner
- - Understory plantings required

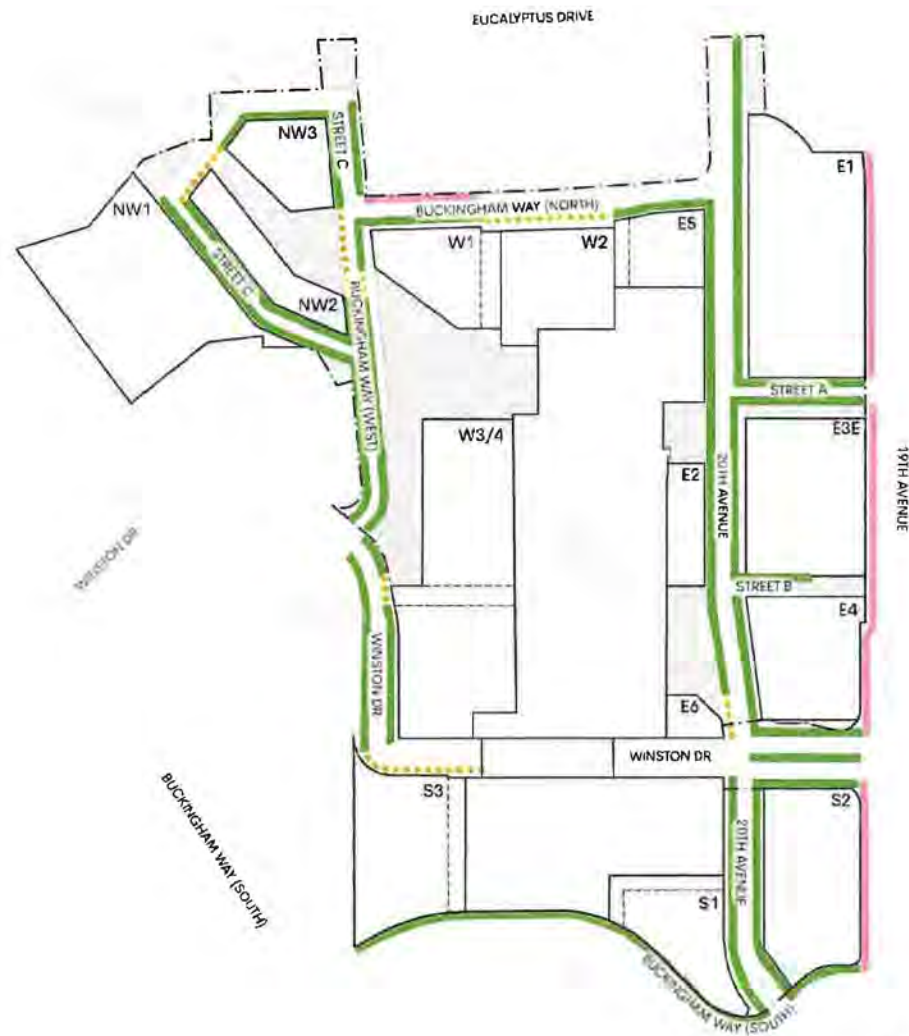
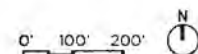


FIGURE 4.68: Planting locations



Standards

S4.10.1 Street tree planting locations.

Street trees shall be planted within the streetscape as shown in Figure 4.68. Street trees shall be planted along 19th Avenue pending coordination with Caltrans. Street trees shall be planted at the interval as determined by SF BSP and DPW Director's Order guidance. Exemption is permitted as needed to accommodate fire access, transit requirements, and utility placement.

S4.10.2 Street tree species distribution.

Street tree species shall be selected as shown in Figure 4.69 with the following characteristics:

- Winston Arrival - Large, evergreen species. Trees shall be installed with a minimum box size of 36 inches, with a larger box size preferred if feasible
- 20th Avenue - Medium to large deciduous or evergreen species. Trees shall be installed with a minimum box size of 36 inches

Legend

- Winston Arrival
- 20th Avenue
- Typical Street



FIGURE 4.69: Street tree Character Zones

Winston Arrival

Large-sized trees to frame the Winston Arrival.



Quillaja saponaria



Pinus canariensis



Laurus nobilis



20th Avenue

Medium-sized trees with an arching, graceful form, and ornamental character.



Ulmus parvifolia 'Drake'



Corymbia maculata



Platanus x acerifolia



Typical Street

A mix of small to large-sized species as an urban forest.



Banksia integrifolia



Metrosideros excelsa



Cupressus macrocarpa



Legend

- Habitat or nesting plant
- Forage or host plant
- Pollinator plant

FIGURE 4.70: Street tree species and value characteristic examples

- Typical Street – Small to large evergreen or deciduous species. Trees shall be installed with a minimum box size of 24 inches. Street trees shall include a mix of species rather than a single species

Figure 4.70 provides examples of conforming species. Alternative species may be selected provided its characteristics meet the standards in this section.

S4.10.3 Street tree and understory planting species criteria. Street tree and understory planting species shall have the following characteristics:

- Planting shall have low to moderate water use.
- A minimum of 50 percent of trees and understory plantings shall be California native species.
- A minimum of 80 percent of plants shall provide habitat, animal forage, or pollinator value.
- Species selection shall consider tolerance for the salinity levels of recycled water.

S4.10.4 Street tree basin. Street tree basins within the Furnishing Zone shall be a minimum of five feet in length and have a minimum depth of three feet.

S4.10.5 Street tree soil volume. To promote tree growth and vitality, each street tree shall be provided with soil volumes equal to or greater than the following based on expected crown size:

- 200 cubic feet for small trees (less than 20 feet crown diameter at maturity)
- 350 cubic feet for medium trees (20 to 35 feet crown diameter at maturity)
- 450 cubic feet for large trees (greater than 35 feet crown diameter at maturity)

S4.10.6 Street tree soil composition. Soil for backfill within tree basins shall be sandy loam soil and amended as required to provide a nutrient-rich soil environment.

Healthy Landscapes

When selecting and locating trees and understory planting species, consider the site's unique microclimates, soils, and hydrology. Consider a planting palette that has the best chance to flourish within the site's urban setting and constrained growing conditions to provide aesthetic benefit, biodiversity, and biophilic experiences for people. Consider planting species that attract pollinators and provide habitats for animals and insects as shown in Figure 4.70. Also consider integrating streetscape planting with open space planting to the extent feasible to cool the site, sequester carbon, and remove air pollution.

Planting selection is encouraged to align with SF Green Connection.

Consult www.SFplantfinder.org for planting species selection tools.

S4.10.7 Street understory planting locations.

Understory plantings shall occupy a minimum of 40 percent of the total length of the Furnishing Zone for each street segment shown in Figure 4.68, with the total length of the Furnishing Zone being the distance between crosswalks excluding the length of on-street accessible parking spaces, universal loading areas, and bus stops. Understory plantings along 19th Avenue shall comply pending coordination with Caltrans. Understory plantings shall be applied to the entire length of Furnishing Zones that buffer a Bicycle Facility from a travel lane to the extent feasible.

S4.10.8 Street understory layered planting strategy. Understory plantings in streetscapes shall comply with groundcover and seasonal planting percentages as defined in Figure 3.46. Structural and filler planting shall be required as accent plantings.

S4.10.9 Street understory planting character. Understory plantings shall be differentiated in character between 20th Avenue and Typical Streets as identified in Figure 4.71. See Figure 4.72 for understory character examples.

Legend

- 20th Avenue character zone
- Typical street character zone



FIGURE 4.71: Understory street planting Character Zones

Guidelines

G4.10.1 20th Avenue street tree

characteristics. Species with an arching, graceful form and special ornamental character shall be planted along 20th Avenue.

G4.10.2 Street stormwater management.

Stormwater management strategies shall be incorporated into street design where feasible. The stormwater flows within private streets and open spaces shall be collected and conveyed to common green infrastructure facilities typically located in adjacent open spaces. Any stormwater management strategies in Winston Drive right-of-way that manage only public street and sidewalk area runoff will be maintained and managed by public agencies. Refer to Section 3.7 for public realm stormwater management strategies. Refer to Section 12 of the Infrastructure Plan for a minimum treatment footprint area, exempt areas, and stormwater management strategies.



Typical street character example



20th Avenue street character example

FIGURE 4.72: Street tree and understory street planting examples

Enhanced Soil Systems

Consider structural soils or similar materials to achieve healthy soil volumes required for street trees listed in S4.10.5. These may be positioned beneath the Extension, Furnishing, or Throughway Zone of the sidewalk to the extent possible in coordination with utilities.

4.11 Streetscape Materials

The streetscape material palette balances the benefits of visual interest, durability, and maintenance. Streetscape materials are consistent with and complement guidance in Chapter 3: Open Space. All materials must satisfy ADA Accessibility Guidelines.

Standards

S4.11.1 Sidewalk zone materials. Permitted materials within the sidewalk zone are CIP concrete, concrete unit pavers, or stone pavers that meet slip resistance requirements as shown in Figure 4.74. Standard asphalt is prohibited except as a temporary interim condition in accordance with the Infrastructure Plan.

Legend

-  Special Sidewalk Zone paving areas
-  Crosswalks with decorative asphalt
-  Raised crosswalks with decorative asphalt

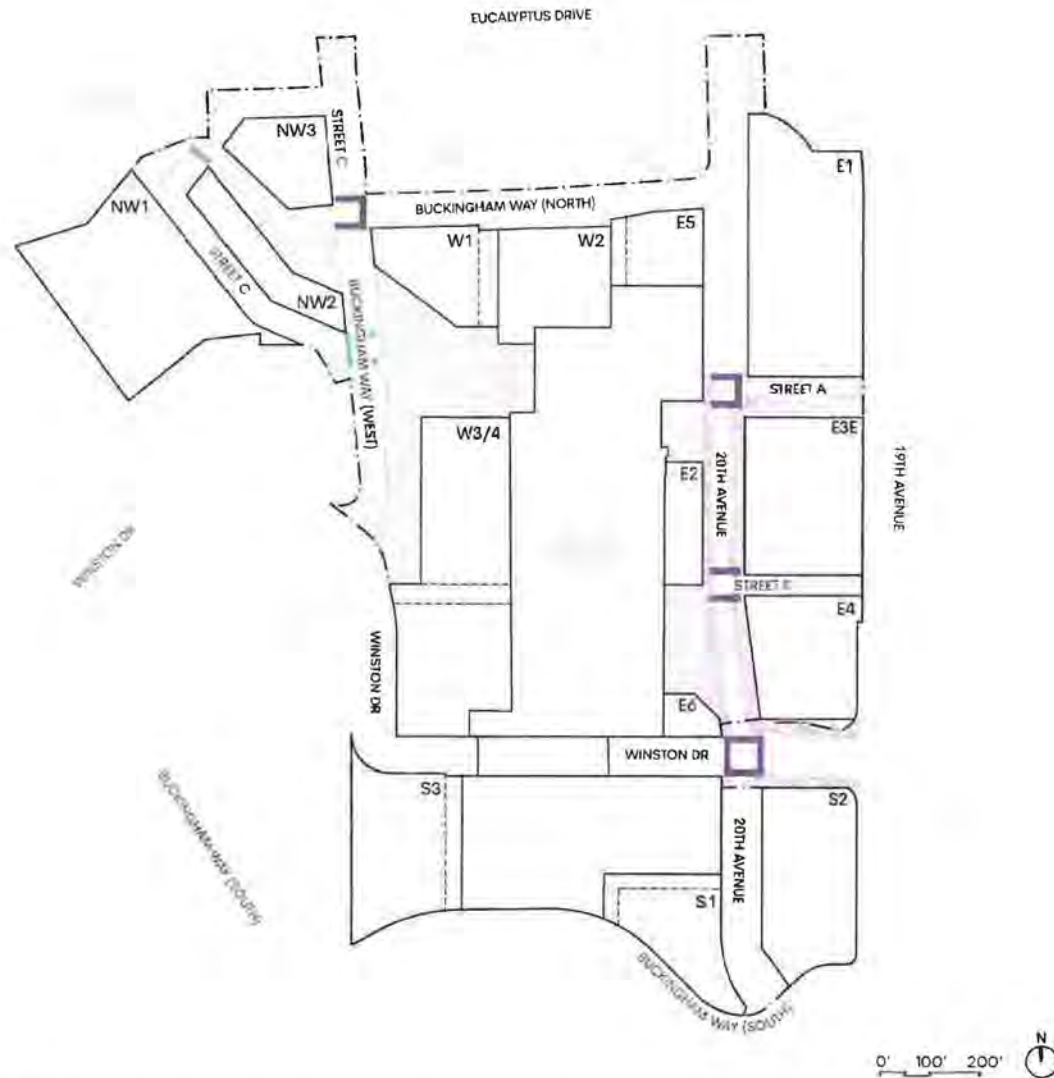


FIGURE 4.73: Special Sidewalk Zone paving areas and decorative crosswalk locations

 **S4.11.2 Special Sidewalk Zone materials.** In locations defined as special Sidewalk Zone paving areas in Figure 4.73, a minimum of 20 percent of the Sidewalk Zone shall incorporate concrete unit pavers or stone pavers.

S4.11.3 Travel lane zone material. Standard asphalt shall be the primary material for travel lane zones except for locations where decorative crosswalks are required as found in S4.11.4

S4.11.4 Decorative crosswalks. Decorative crosswalks shall be installed for the intersections identified below and shown in Figure 4.73. Decorative crosswalks shall be paved with stamped or colored asphalt and must include SFMTA standard continental striping and conform to relevant city guidance:

- Winston Drive and 20th Avenue intersection
- Street A and 20th Avenue intersection
- Street B and 20th Avenue intersection
- Buckingham Way (North) and Street C intersection
- Buckingham Way (West) and Street C intersection
- Street C mid-block crossing between Greenway Parks and Rolph Nicol Jr. Playground

S4.11.5 Off-street parking and loading access materials. Driveways providing access to off-street parking and loading shall use paving materials consistent with the Sidewalk Zone.

S4.11.6 Bicycle Facility material. Class IV Bicycle Facilities shall be standard asphalt with green surfacing and detectable warnings such tactile borders or vertical curbs as determined by the Public Works Disability Access Coordinator.

S4.11.7 Flex Zone material. Unit pavers shall be the majority material in Flex Zones for on-street parking or loading use. Unit pavers in the Flex Zone shall be coordinated with utility vault locations and is permitted to be substituted with CIP concrete where not feasible due to utility vault locations. Accessible parking and loading lanes are exempt and shall comply with SFMTA guidance.

Surface Permeability

The Extension Zone should consider incorporating permeable surfaces where possible while balancing weight and load requirements. Extension Zones should consider targeting 75 percent of horizontal surfaces to be permeable.

Material Sourcing

Construction materials should be procured from local sources to the extent possible.

Sidewalk Zone Materials



CIP concrete



Stone pavers



Enhanced CIP concrete



Concrete unit pavers

Crosswalk Material



Stamped decorative asphalt

Extension Zone Material



Concrete unit pavers

Travel Lane Zone Material



Standard asphalt

Bicycle Facility Material



Standard asphalt with green surfacing

FIGURE 4.74: Paving material palette

S4.11.8 Furnishing Zone material

differentiation. The Furnishing Zone of the sidewalk shall be differentiated from the Throughway Zone through a change in material, paver size, color, texture, finish, or a combination of these strategies. See Figure 4.75 for examples of material differentiation.

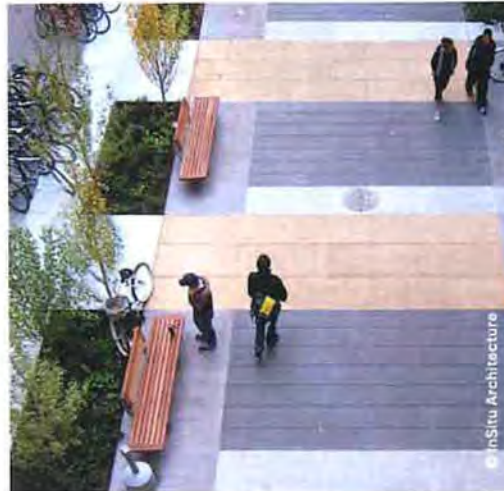


Streetscape that uses paver size and pattern to differentiate sidewalk Throughway Zone from Furnishing Zone

FIGURE 4.75: Paving differentiated between Furnishing and Throughway Zone

Guidelines

G4.11.1 Pavement material coordination with underground utility access. Where different combinations of pavement materials are integrated in Sidewalk Zone design, underground utility access and vaults shall be located where cast-in-place concrete is applied as pavement material. See Figure 4.76 for examples of utilities coordinated with pavement materials.



Streetscape design with flexibility reserved for underground utility placement

FIGURE 4.76: Paving material coordinated with utility access

Sidewalk Coordination with Open Space Paving

Consider differentiating sidewalks fronting Primary Open Spaces from typical sidewalks. Differentiation may be achieved through an integration of open space paving materials or patterns in the Sidewalk Zone as described in G.3.8.2.

4.12 Streetscape Furnishings

Inclusive, durable, and aesthetically pleasing streetscape furnishings provide spaces to gather and rest within the public realm. Providing choices and a distribution of streetscape furnishings throughout the Project ensures that users ranging in age and ability can move comfortably across the site.

Standards

- S4.12.1 Furnishing location.** Streetscape furnishings including but not limited to seating, refuse and recycling receptacles, and bicycle racks shall be located outside of the Throughway Zone. Streetscape furnishings shall coordinate with primary building entries and open space designs.
- S4.12.2 Marine grade materials.** All furnishing materials and coatings shall be marine grade.
- S4.12.3 Tree grates.** Where applied, tree grates shall be made of steel and be designed to be heel proof, slip resistant and ADA-compliant. See Figure 4.77 for an example.
- S4.12.4 Bicycle racks.** Bicycle racks shall have at least two points of contact to grade and use galvanized metal or similar materials that are durable to withstand the microclimates of western San Francisco neighborhoods. See Figure 4.77 for an example.

S4.12.5 Waste receptacles. Waste receptacles shall be rain-protected, temper and vermin-proof, and possess side opening. See Figure 4.77 for an example.

Guidelines

- G4.12.1 Street furnishing palette.** Streetscape furnishings shall relate as a family in material and color. See Figure 4.77 for furnishing palette examples.
- G4.12.2 Inclusive furnishings.** Streetscape furnishings, including seating, shall be selected to accommodate a range of ages and abilities. Seating shall include a combination of backed and backless seating. All seating areas should consider ways to adapt for those in wheelchairs and other assisted support. Companion seating spaces shall be provided in accordance with the CA Building Code Chapter 11.
- G4.12.3 Seating intervals.** Seating shall be located at regular intervals throughout the streetscape to the extent feasible.
- G4.12.4 Seating materials.** Seating materials shall be durable and suited for heavy use. Seating design shall prioritize accessibility and comfort through materials that promote comfort for the local environment's cool climate.

G4.12.5 Waste receptacle location. Refuse and recycling receptacles shall be located near high activity areas and crossings and be visible to pedestrians.

Multi-stream Waste Receptacles

Waste receptacles within the Sidewalk Zone are encouraged to comply with city guidance and best practices to organize refuse into compostable, recyclable, and landfill-bound streams.



Shared bench



Single occupancy seating



Bicycle rack



Waste receptacle



Bollard



Tree grate

FIGURE 4.77: Furnishing palette examples

G4.12.6 Priority seating locations. Seating shall be prioritized in locations lined with Active Uses or Open Spaces along 20th Avenue, Winston Drive, and Buckingham Way (West) as shown in Figure 4.78 to the extent feasible considering grading and utility constraints.

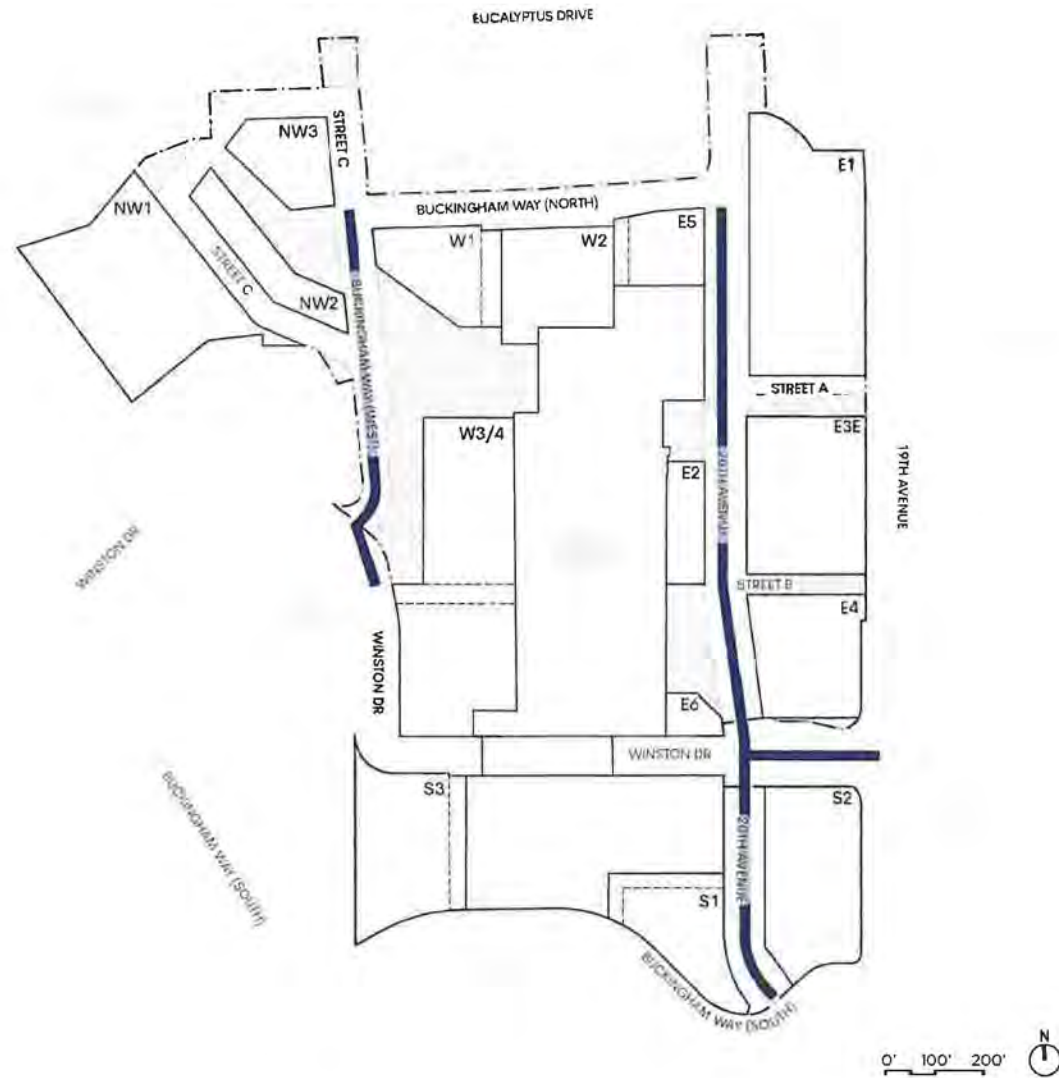


FIGURE 4.78: Priority seating locations

Legend

■ Priority seating locations

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Stonestown Greenway Park East

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BUILDINGS

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OVERVIEW

In addition to new streets and open spaces, new buildings bring to life the Project's vision for transforming a retail center into a town center and generate activity and interest from within, and outside the Project.

The Project aligns with the values and guidance within the San Francisco Urban Design Guidelines adopted in 2018 and the San Francisco Guidelines for Ground Floor Design adopted in 2008.

New construction will be compliant with the sustainability requirements set in the California Green Building Code and incorporate stormwater reduction, as noted in the Infrastructure Plan.

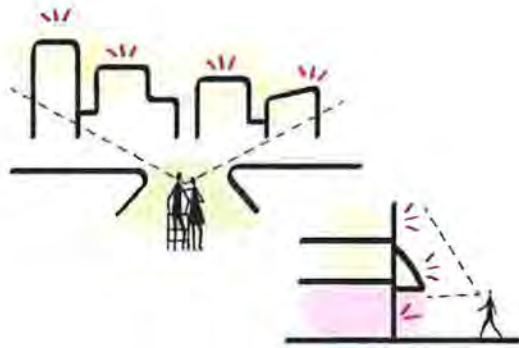
New construction within the Project is guided by the design drivers illustrated on the following page.

Design Drivers



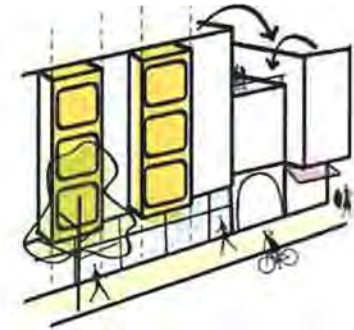
Blurring Edges

- **Draw the inside out and invite the outside in.** Buildings support indoor-outdoor uses through spill-out areas for retail and community uses that create an engaging and inviting ground floor. Projecting bays, balconies, and operable openings on upper floors reveal interior activity.



Experienced at Multiple Scales

- **Experience from afar.** The skyline and individual buildings are shaped considering views from a distance through a layering of design controls that limit overall bulk and foster a variety of architecture.
- **Experience from nearby.** Ground floors and key corners are shaped through finer-grain articulation and treatments that engage, invite, create interest, and reinforce a visual identity of place.



Scaled for People

- **Craft density.** For larger-scale residential buildings, a toolkit of design strategies ensure the reduction of bulk with attention to context, human scale, improved daylight access, fine-grain architectural expression, and pedestrian comfort.

5.1 Introduction

Character Zones

Building controls reinforce the open space Character Zones as described in Chapter 3: Open Space and respond to the unique frontages as described below:

A transit corridor. Frame the arrival experience and design for broad views from 19th Avenue and the adjacent neighborhoods through a strong streetwall, varied rooflines, and larger-scale massing breaks.

A social gathering place. Support active public life along 20th Avenue and within The Gallery through human-scaled and engaging ground floors, a strong streetwall, and varied building heights.

A residential gathering place. Craft massing to anchor open spaces with varied streetwalls lined with stoops and patios that create an intimate residential neighborhood.

See Figure 5.1 and Figure 5.2 for reference.



FIGURE 5.1: Building Character Zones

Reflecting Character Zones

Architectural design is encouraged to reflect and reinforce each building's Character Zone and create variety that is responsive to the context and coordinated across the Project. Treatments may range from massing and modulation strategies that accentuate key sightlines to the use of materials, art, and signage that reinforces a building's unique siting.

A transit corridor



A social gathering place



A residential gathering place

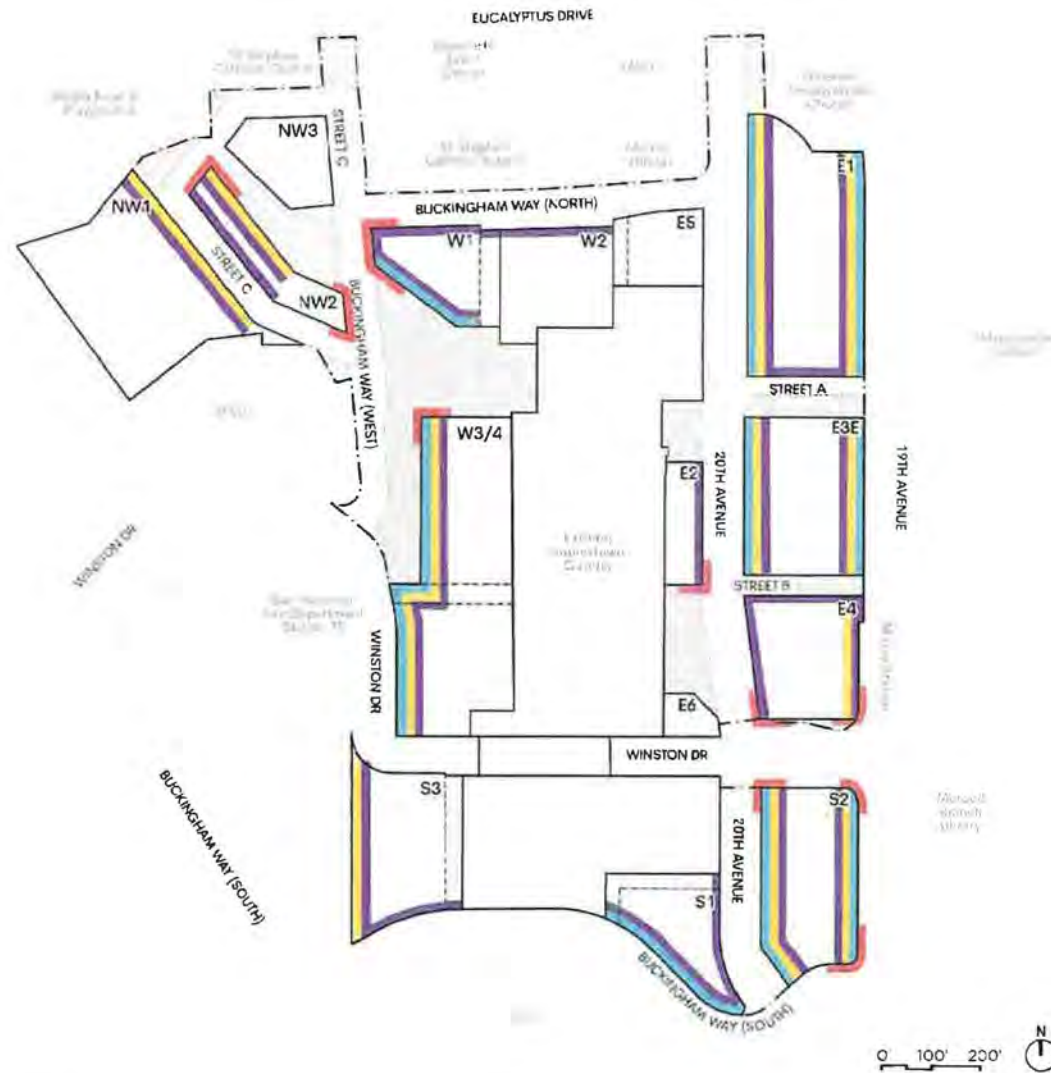


FIGURE 5.2: Building Character Zone examples

Location-Specific Controls Summary

Project-wide standards and guidelines, such as articulation and materials, apply to all new construction. This chapter also includes location-specific controls, as shown in Figure 5.3, that have additional requirements based on location, size of building, and/or length of facade.

See Figure 5.4 for more information on the layered relationship of mid-rise location-specific controls.



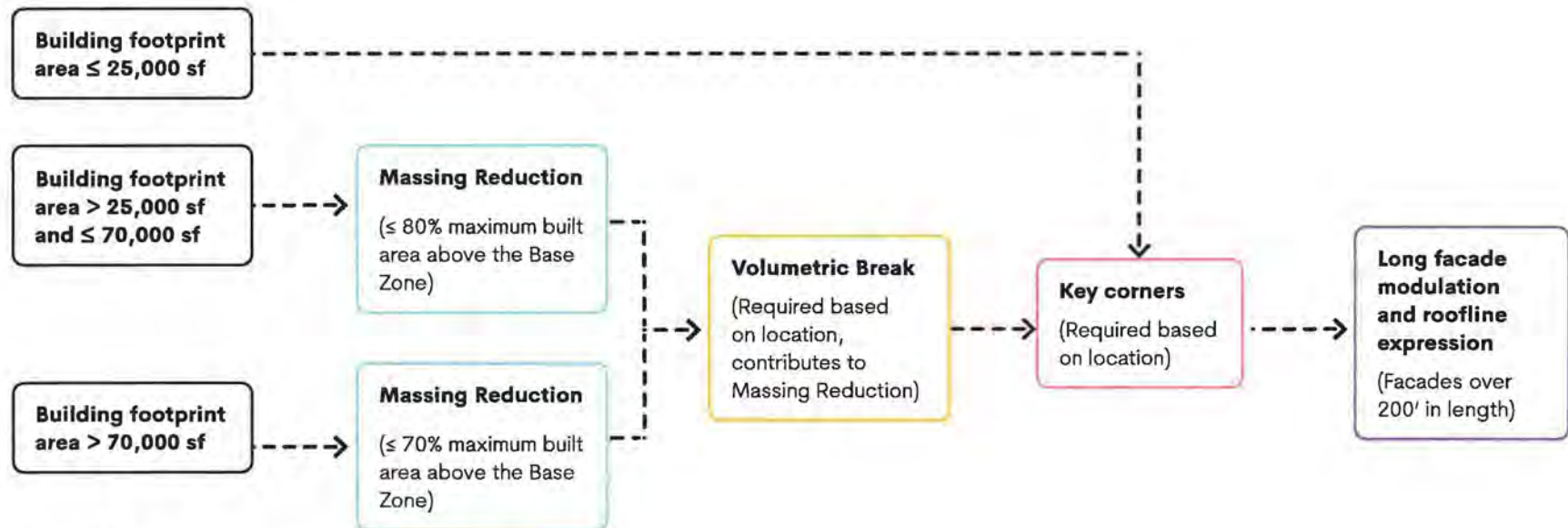


FIGURE 5.4: Layered building controls

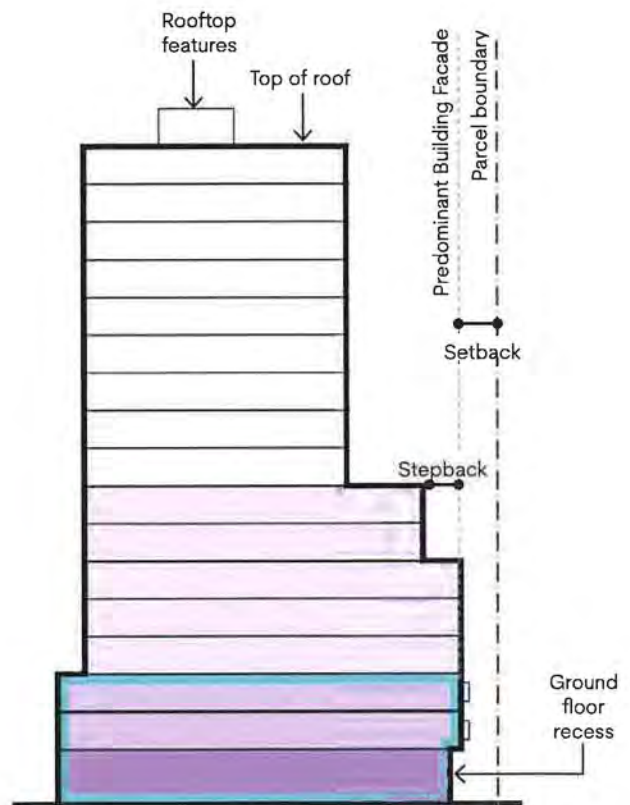
Legend

- Key corners (Section 5.5)
- Massing Reduction (Section 5.9)
- Volumetric Break (Section 5.9)
- Long facade modulation and roofline expression (Section 5.10)

Terms

- **Base Zone.** Base of the building, defined by the ground floor or up to the third floor if podium parking included within new construction.
- **Blank Wall.** Opaque facade that is longer than 30 feet in length and one floor or greater in height, without any windows or fenestrations, and does not engage a passerby.
- **Ground floor.** The level at which the building meets grade.
- **Massing Reduction.** A massing requirement that limits buildable area within new construction.
- **Mid-rise.** All new construction equal to or below 90 feet in height, including the ground floor.
- **New construction.** All new building construction in the Project.
- **Point Tower.** A tower that has no facade with a plan dimension over 125 feet in length.
- **Predominant Building Facade.** The vertical plane as measured along all above-grade floors of the building, that aligns with the outermost edges of a building, not including projections such as bays or balconies.
- **Preferred Materials.** A limited cladding material palette that complements materials found throughout the Western Neighborhoods.
- **Recess.** An inward planar shift from the Predominant Building Facade.
- **Setback.** Horizontal distance provided between the parcel boundary and new construction creating a transition between street or open space and private uses. Setbacks apply to all vertical construction above grade with the exception of projections, as permitted.
- **Standalone parking garage.** A "Parking Garage, Public" or "Parking Garage, Private" as defined in Planning Code Section 102.
- **Stepback.** Horizontal distance between the vertical planes of a building above a specified height.
- **Streetwall.** The continuous facade of a building's Base Zone along a parcel frontage.
- **Tower.** All new construction above 90 feet in height.
- **Townhome.** Multi-story homes typically with stoops and/or patios. Townhomes may be standalone or attached by shared party walls.
- **Transition Zone.** Horizontal setback between the parcel boundary and the ground floor residential unit to provide privacy, and/or usable open space.
- **Treated Blank Wall.** Blank Wall that incorporates treatment strategies including planting and living walls, art such as murals, sculpture, lighting and signage, or articulation through structural and architecture elements such as columns, fins, mullions. Treated Blank Walls do not qualify as a Blank Wall.
- **Volumetric Break.** A massing requirement consisting of a single or multiple large recesses with minimum width and depth dimensions that range based on location within the Project. This massing requirement breaks down continuous facades greater than 250 feet in length that front streets and Project open spaces.

See Figure 5.5 and Figure 5.6 for a visual representation of terms used throughout this chapter.

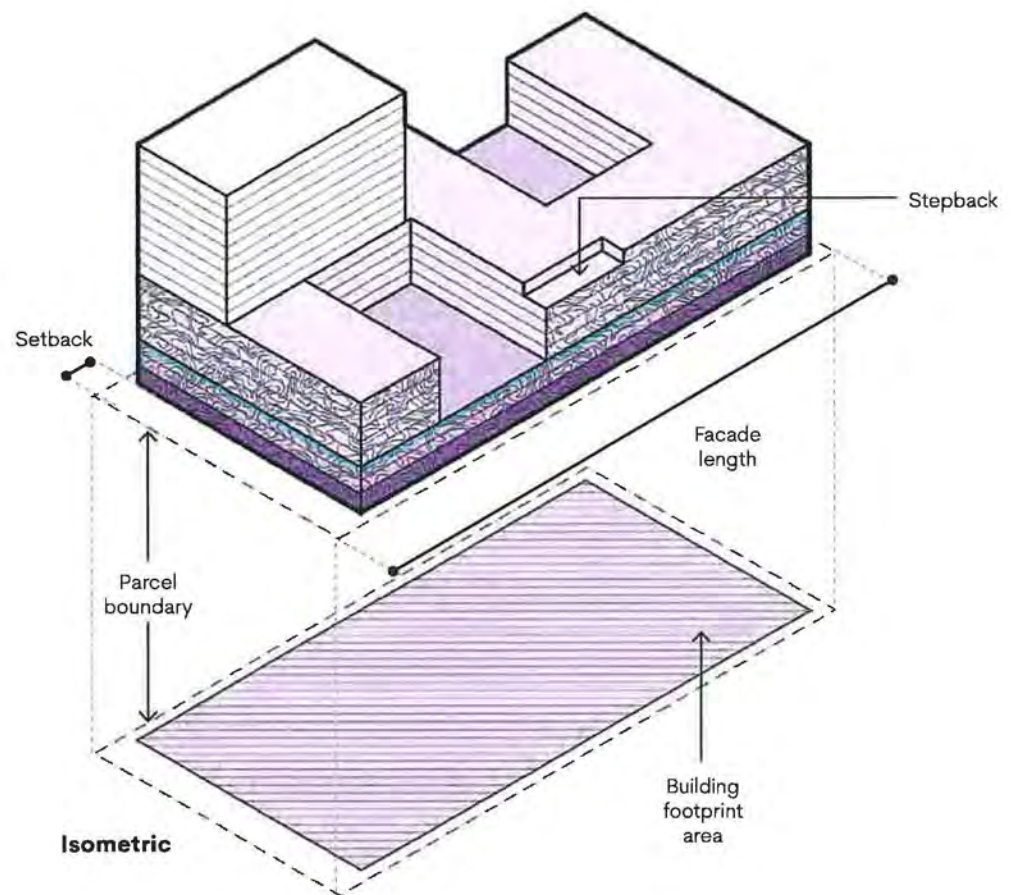


Elevation

FIGURE 5.5: New construction building terms

Legend

- Tower (above 90')
- Mid-rise (below 90')
- Ground floor
- Base Zone/streetwall
- Predominant Building Facade
- Building footprint area
- Parcel boundary



Isometric

Massing

Massing strategies are large, urban-scale design strategies, 10 feet or greater in depth. Massing strategies break down the perceived bulk of a building, providing opportunities for outdoor programming, crafting sightlines, varying the skyline, and improving climate conditions such as wind and sun exposure. Examples include setbacks, stepbacks, height change, courtyards, and terraces.



Setback



Courtyard



Change in height

Modulation

Modulation strategies are facade design strategies that project or recess from the Predominant Building Facade. They are greater than three feet in depth and typically less than 10 feet in depth. Modulation strategies create small scale volumetric shifts in the building facade as opposed to larger, urban-scale massing strategies. Examples include balconies, bay windows, roofline modulation, or other forms of volumetric movement within the facade.



Bay windows



Faceted



Vertical shifts



Balconies



Roofline modulation



Horizontal shifts

Articulation and materials

Articulation strategies are fine-grain design strategies, greater than six inches in depth. Examples include shading devices like awnings fins, shutters, window trims, structural elements like columns, mullions, and spandrels.

Materials and color within a facade create variety and richness in the human experience of architecture. Variations in colors are encouraged to be integral to the material itself.



Awnings



Shutters



Fins



Mullions



Perforations



Window trim

FIGURE 5.6: Massing, modulation, articulation, and material examples

5.2 Buildable Zones

The Project meets the dual goals of promoting an engaging public realm and delivering substantial housing. The standards and guidelines in this section define the boundaries of new construction within the Project.

Standards

S5.2.1 New construction parcels. New construction parcel boundaries shall be defined as shown in Figure 5.7. Above-grade new construction shall be within the buildable zones that are further defined by required Project Open Spaces described in Section 3.1 and Publicly Accessible Sidewalk and Access Easements described in Section 4.8. Project Open Spaces in Parcels W3/4, S1 and E2 are permitted to be above-grade on new construction to accommodate site conditions, as described further in Chapter 3: Open Space. New construction is permitted in Project Open Spaces subject to S2.1.2.

Parcels may be subdivided and shall be adjusted as needed to accommodate final street and open space designs. Parcel dimensions shown on Figure 5.7 are rounded to the nearest ten feet.

Legend

- New construction parcels
- Buildable zones
- Mid-block passages
- Alternate passage locations on Parcel E5 and S3
- Primary and Secondary Open Spaces within new construction parcels (Section 3.1)
- Publicly Accessible Sidewalk and Access Easements (Section 4.8)



FIGURE 5.7: New construction parcels

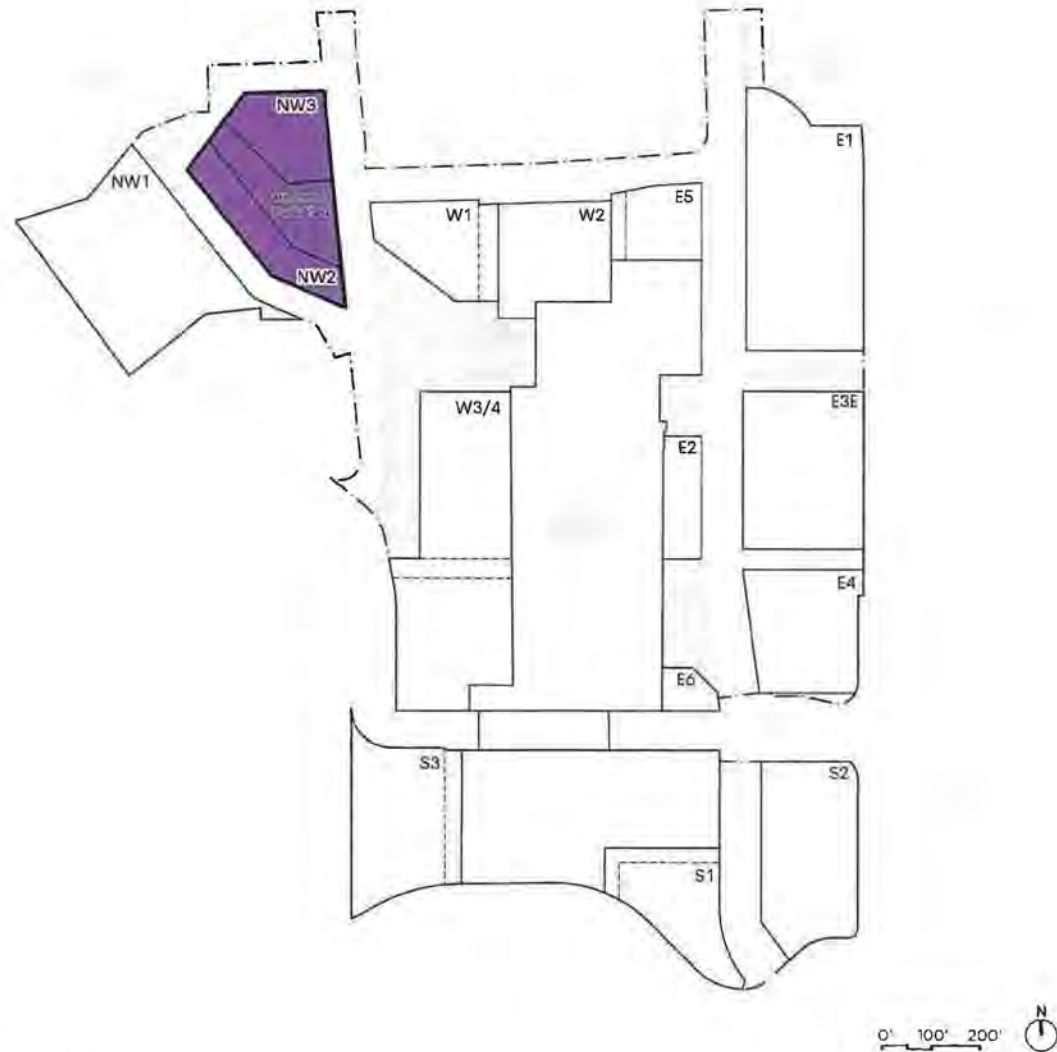
S5.2.2 Flexible parcels and open space location.

The arrangement of Parcels NW2, NW3 and the Greenway Park East, as shown in Figure 5.8, is permitted to be reconfigured through concept design so long as the total open space acreage and design requirements of the Greenway Park East remain consistent, as referenced below.

- S3.1.1 Primary Open Space size and location
- Table 3.1 Primary Open Space areas
- S3.3.25 Greenway Park East primary circulation
- S5.2.3 Distance between Parcels NW2 and NW3

S5.2.3 Distance between Parcels NW2 and NW3.

A clear width of minimum 50 feet shall be maintained between new construction in Parcels NW2 and NW3. The 50-foot clearance shall be designed such that it is free of any new construction and is continuous from Town Square to Greenway Park East and Rolph Nicol Jr. Playground.



Legend

 Flexible parcels and open space

FIGURE 5.8: Flexible parcels and open space location

5.3 Building Heights

The Project is a predominantly mid-rise neighborhood surrounding Stonestown Galleria, with key locations where heights increase or decrease, in response to adjacent context.

Lower heights are located along portions of 20th Avenue and within the northwest corner along Rolph Nicol Jr. Playground and St. Stephen Catholic Church. Towers are located within the southern half of the site with the following considerations:

- Locating towers on the southern portion of the Project to minimize adjacency and shadow impacts to existing single-family housing, with a lower height limit on towers along 19th Avenue
- Orienting towers to frame view corridors from the surrounding neighborhoods out towards the ocean
- Calibrating tower size and proportions to adjacent towers at San Francisco State University

Standards

S5.3.1 Maximum building height. New construction shall not exceed maximum heights as established by Figure 5.9. If Parcel NW2 is reconfigured per S5.2.2, the maximum height for the resultant parcel shall not exceed 90-feet in height as shown in Figure 5.9.

S5.3.2 Method of height measurement. Maximum height permitted for new construction shall be measured from the centerline of the building as shown in Figure 5.10 from frontages identified Figure 5.11. For townhomes, measurement shall be taken from the centerline of each townhome. The measuring point shall be taken at curb level within 10' of the parcel boundary.

At the building roofline, measurement of height shall be as described below:

- The highest point on the finished roof in the case of a flat roof
- The average height of the rise in the case of a pitched or stepped roof, or similarly sculptured roof form
- The highest point of any feature not exempted from the height measurement by S5.3.3

If Parcel NW2 is reconfigured per S5.2.2, then the building height shall be measured from the street frontage with the highest elevation.

Working with the Site Topography

The significant topographical changes of the site are typical of many San Francisco neighborhoods. Building designs may consider stepping in accordance with the topography to build on this character and reflect a more human-scaled rhythm in the multi-family housing buildings.

Legend

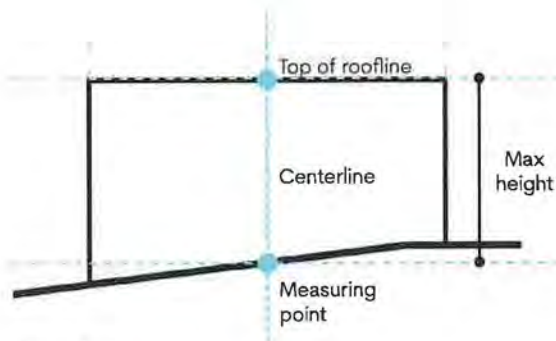
-  30-foot maximum height
-  40-foot maximum height
-  50-foot maximum height
-  90-foot maximum height
-  90-foot flex zone maximum height*
-  150-foot maximum height
-  190-foot maximum height
-  15-foot maximum height subject to S2.1.2

* If NW2 is reconfigured per S5.2.2, the revised parcel shall be 90-foot maximum height per S5.3.1

Note: plan dimensions shown in figure are rounded to the nearest ten. Parcel dimensions shown may be further amended by the Final Subdivision Map.



FIGURE 5.9: Maximum building heights



Elevation

FIGURE 5.10: Height measurement

Legend

— Building frontage to measure height

Note: If Parcel NW2 is reconfigured per S5.2.2, then the building height shall be measured from the street frontage with the highest elevation.

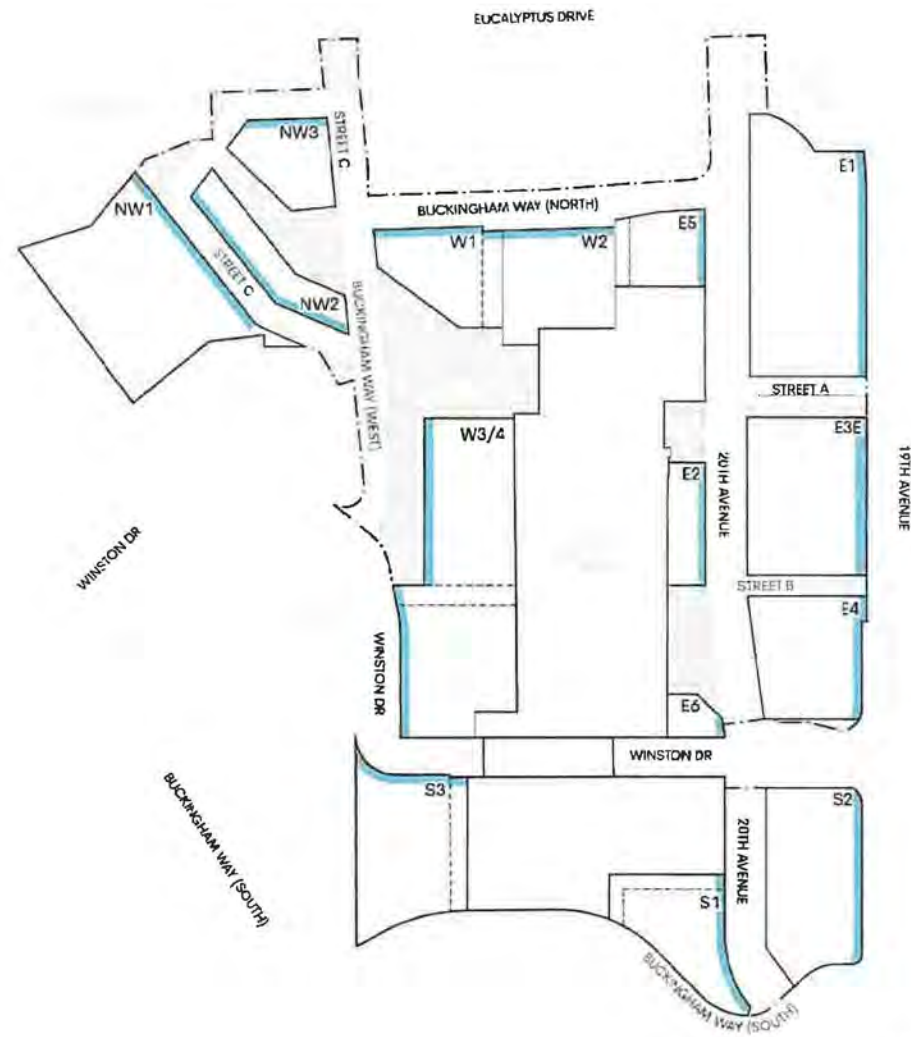


FIGURE 5.11: Building frontages to measure height

S5.3.3 Exemptions from height

measurement. The roof features listed herein shall be exempt from the measurement of height without regard to their horizontal area provided the limitations indicated for each are observed:

- Railings, parapets, and catwalks, with a maximum height of four feet
- Open railings, catwalks and fire escapes required by law, wherever situated
- Landscaping, with a maximum height of four feet for all features other than plant materials
- Living walls up to 10 feet in height
- Flagpoles, flags, and weathervanes
- Wireless telecommunications services facilities and other antennas, dishes, and towers and related screening elements, subject to any other applicable Planning Code provisions
- Warning and navigation signals and beacons, light standards, and similar devices
- Cranes, scaffolding, and batch plants erected temporarily at active construction sites
- Unroofed recreation facilities with fencing or windscreens, including but not limited to tennis and basketball courts at roof level, sports fields and swimming pools, including lighting poles or similar structures required for the nighttime enjoyment of such rooftop recreational facilities, fencing, goal boxes and other sports equipment, play equipment, netting, or other semi-transparent enclosure necessary for the safe enjoyment of unroofed recreation facilities, all up to 20 feet in height.
- Unenclosed seating areas with tables and related windscreens, lattices, and sunshades with a maximum height of 10 feet
- Ornamental and symbolic features of public and religious buildings and structures, including towers, spires, cupolas, belfries, and domes, where such features are not used for human occupancy
- Sustainable building features including, but not limited to photovoltaic panels and living roofs with a maximum height of 20 feet
- 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, panels, or devices for the collection of solar or wind energy, and window-washing equipment, together with visual screening for any such features. This exemption shall be limited to the top 16 feet of such features where the height limit is 65 feet or less, and the top 20 feet of such features where the height limit is more than 65 feet. See S5.15.1 for requirements on mechanical screening
- Elevator, stair and mechanical penthouses, fire towers, skylights, and dormer windows. This exemption shall be limited to the top 16 feet of such features where the height limit is 65 feet or less, and the top 20 feet of such features where the height limit is more than 65 feet. However, for elevator penthouses, the exemption shall be limited to the top 20 feet and limited to the footprint of the elevator shaft, regardless of the height limit of the building.
- Enclosed spaces related to recreational and retail use on the roof, up to 20 feet in height, and shall not exceed 30 percent of the horizontal area of the roof on which it sits, or 6,000 square feet on parcels fronting 20th Avenue and 3,000 square feet on Parcels W1, W2, W3/4, S3 and NW1, whichever is lower. Enclosed spaces related to recreational and retail use are prohibited on Parcels NW2 and NW3. See S5.15.2 for additional requirements.
- Enclosed utility sheds of not more than 100 square feet, used exclusively for the storage of landscaping and gardening equipment for adjacent rooftop landscaping, with a maximum height of 8 feet above the otherwise applicable height limit

5.5 Key Corners

Supporting an intuitive arrival and wayfinding experience, additional architectural treatments are required along high-visibility corners as shown in Figure 5.14.

Standards

5.5.1 Building key corners. New construction key corners as shown in Figure 5.14 shall include a minimum of two of the following architectural treatments within 30 feet from the corner:

- Change in material, material application or color at either the ground floor or upper floor facades that is distinct from the remainder of the facade
- Change in scale, pattern, or proportion of modulation at the upper floor facades that is distinct from the remainder of the facade
- Expressing verticality with an increased ground floor height of 20 feet or greater
- Increased requirement of ground floor transparency of minimum 80 percent
- Horizontal element, blade signage or public art of larger scale in proportion to other similar building elements

See Figure 5.15 for examples.

Legend

— Key corners

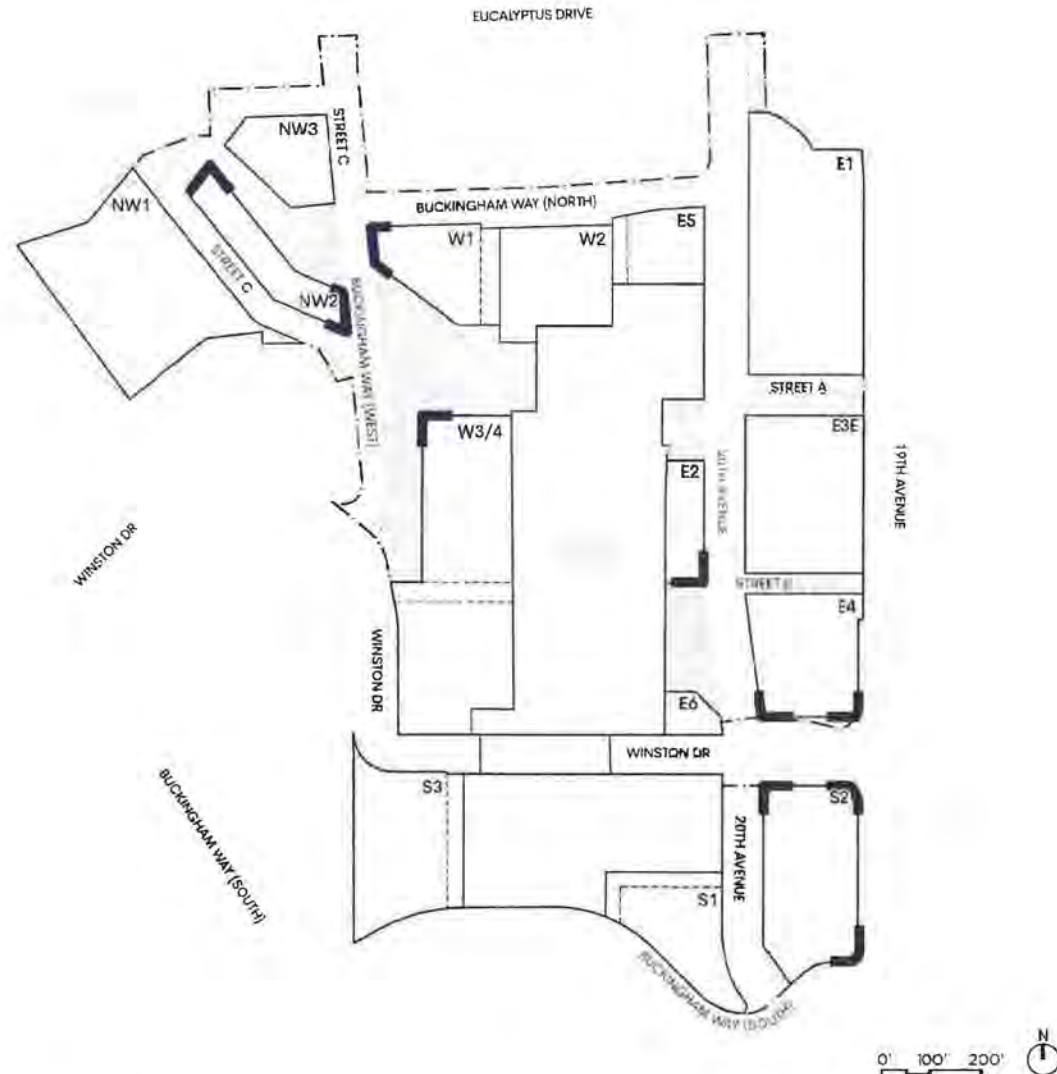


FIGURE 5.14: Key corner locations



Change in material on ground floor



Ground floor transparency



Increased ground floor height



Change in material and modulation on upper floors



Change in modulation on upper floors



Blade signage and public art

FIGURE 5.15: Key corner treatment examples

Building Key Corner Activation

Where building key corners incorporate retail uses, consider providing complementary outdoor seating and extend activity into the public realm.

5.6 Articulation

To create visual interest, new construction facades in the Project require articulation with fine-grain details that add texture and depth and create dynamic shadows.



20th Avenue illustrative visualization

Standards

S5.6.1 Window depth. All facades with windows fronting streets and Primary Open Spaces shall include a window depth of minimum two inches as measured from the exterior face of the glass to the exterior wall surface or projecting trim. See Figure 5.16 for reference.

S5.6.2 Upper floor Blank Walls. Blank Walls on new construction upper floor facades fronting streets or Primary Open Spaces, shall be limited to 20 percent of the facade area above the ground floor. All additional Blank Walls shall be Treated Blank Walls. See Blank Wall and Treated Blank Wall definitions in Section 5.1. See Figure 5.17 for reference and S5.8.8 for ground floor Blank Wall requirements.



Punch windows



Facade system



Flat facade



Projecting trim



Bay windows



Flat facade

FIGURE 5.16: Articulation examples

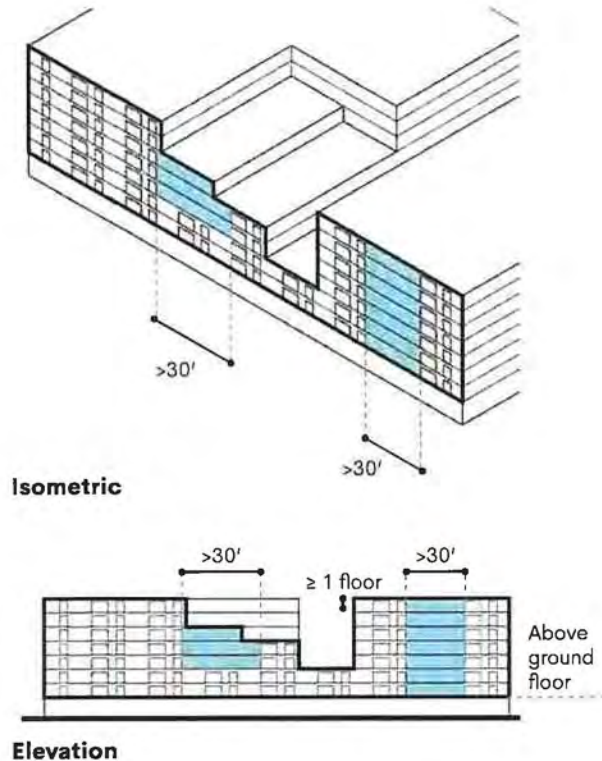


FIGURE 5.17: Upper floor Blank Wall measurement

Residential Facade Articulation

Residential facades that are articulated to express individual units create granularity in long facades. This may be expressed through strategies like punch windows, balconies, bay windows, architectural sharing devices, and modulation.

Sustainable Design Features

Building designs that work with the microclimates and biophilic qualities of the site can significantly benefit both the environment and the people inhabiting the buildings. Strategies may include but are not limited to planting and living walls integrated with building designs, intentionally located shading and louvers systems that enable indoor comfort without relying on additional cooling, and creative designs that enable solar control.

5.7 Materials

Preferred Materials noted below complement the material palette found throughout the Western Neighborhoods. These materials are prioritized because of their inherent color variation, expressed unit components and assembly, and range in pattern, depth, texture, craft, and visual interest. Preferred Materials include:

- Earthen materials including brick cladding, tile, natural stone, and terracotta
- Planting and living walls including panel/modular systems, tray systems, and green walls
- Textured concrete including polished, sandblasted, and board-formed
- Exposed wood including softwood, hardwood, laminated, pressure treated and composite products that convey the natural characteristics of wood
- Fabricated boards that incorporate varying colors, patterns, or articulation with a minimum depth of half an inch expressed through tight reveals such as corrugated or ribbed facades
- Metals that are weathered, perforated, or powder coated or smooth metals that incorporate varying colors, patterns, or articulation with a minimum depth of half an inch expressed through tight reveals such as corrugated or ribbed facades

Additional materials that are not listed here but perform similarly in intent are permitted. See examples in Figure 5.18.

Standards

S5.7.1 Preferred Materials. New construction mid-rise facades up to 90 feet in height fronting streets and Primary Open Spaces shall incorporate Preferred Materials for a minimum of 33 percent of the built facade area, excluding fenestrations. All facades in the Priority Retail Frontages as shown in Figure 5.23 shall incorporate Preferred Materials for a minimum of 50 percent of the built facade area, excluding fenestrations. Fabricated boards shall be paired with modulation requirements in S5.10.1 and S5.10.3 to qualify. Standalone parking garages are exempted from this standard. See standalone parking requirements in S5.17.1 and S5.17.2.

Material Selection

Materials should consider quality, durability, and energy performance. Exterior finishes and materials should be low maintenance, well suited to the specific microclimate of the neighborhood, and able to naturally weather over time without extensive maintenance and upkeep. Glazing should be generally light in color and low reflectance to achieve a balance of daylighting and energy performance.

Interior finishes and materials should consider use of zero or low VOC paints and coatings, adhesives and sealants, floorings, wall panels, ceilings, insulation, and formaldehyde-free composite wood.

Material Sourcing

Construction materials should be sustainable, low carbon materials procured from local sources to the extent possible.



Earthen materials

Planting and living walls

Textured concrete and exposed wood

Fabricated boards

Textured and smooth metals

FIGURE 5.18: Preferred Material examples

S5.7.2 Curtain walls. For all residential facades, curtain wall systems that have a flat or seamless expression are prohibited. Curtain walls shall incorporate articulation with a minimum width and depth of two and six inches respectively. Articulation includes planar shifts, or architecture elements such as mullions fins, shading devices, and other similar features.

S5.7.3 Window glazing. All facades with windows fronting streets and Primary Open Spaces shall provide glazing with a minimum 50 percent visible light transmittance.

Earthen Materials

The Project is surrounded by natural features and open space including Lake Merced, Stern Grove, Ocean Beach, among others. Consider drawing inspiration from these neighbors and incorporate earthen materials in the building facade design.

Stonestown Galleria Facade Design

With the transformation of surface parking lots surrounding the Stonestown Galleria to new housing and open spaces, the retail center is encouraged to consider strategies that enhance its high-visibility facades to provide visual interest, wayfinding, and district identity expression.

Enhancement examples may include transparency and fenestration, planting or living walls, Preferred Materials with facade articulation, murals, lighting, or signage.

Energy Efficient Design

New construction should consider meeting energy demands with greenhouse gas-free or renewable electricity through a combination of on-site renewable energy generation, green power purchase, or enrollment in local clean energy programs.

To reduce energy use within new construction, consider the use of energy efficient appliances (Energy Star) and sensor-based energy systems. Consider incorporating tenant-level energy meters to report and track total tenant energy consumption against annual performance targets. Energy Use Intensity (EUI) targets should consider 18.0 for residential and 20.0 for non-residential new construction.

New construction should evaluate the feasibility of a micro-grid to support the Project with renewable energy in the event of a grid outage.

GROUND FLOOR

Building ground floors shape the pedestrian experience. Ground floor standards and guidelines in this section are developed to enhance the human experience along streets, open spaces including mid-block passages, and to support indoor-outdoor connections seamlessly. Dimensions and design treatments are calibrated to prevent monotonous and inactive spaces throughout the public realm.



Gateway ground floor illustrative visualization

5.8 Ground floor design

Standards

55.8.1 Ground floor height. Due to the range of grade change within parcels, new construction may require varying ground floor heights within the permissible maximum building heights as specified in Section 5.3. New construction ground floors shall have a minimum floor-to-floor height of 12 feet and overall average floor-to-floor height of minimum 14 feet along each frontage.

Ground floor residential units are permitted to have a minimum floor-to-floor height of 10 feet.

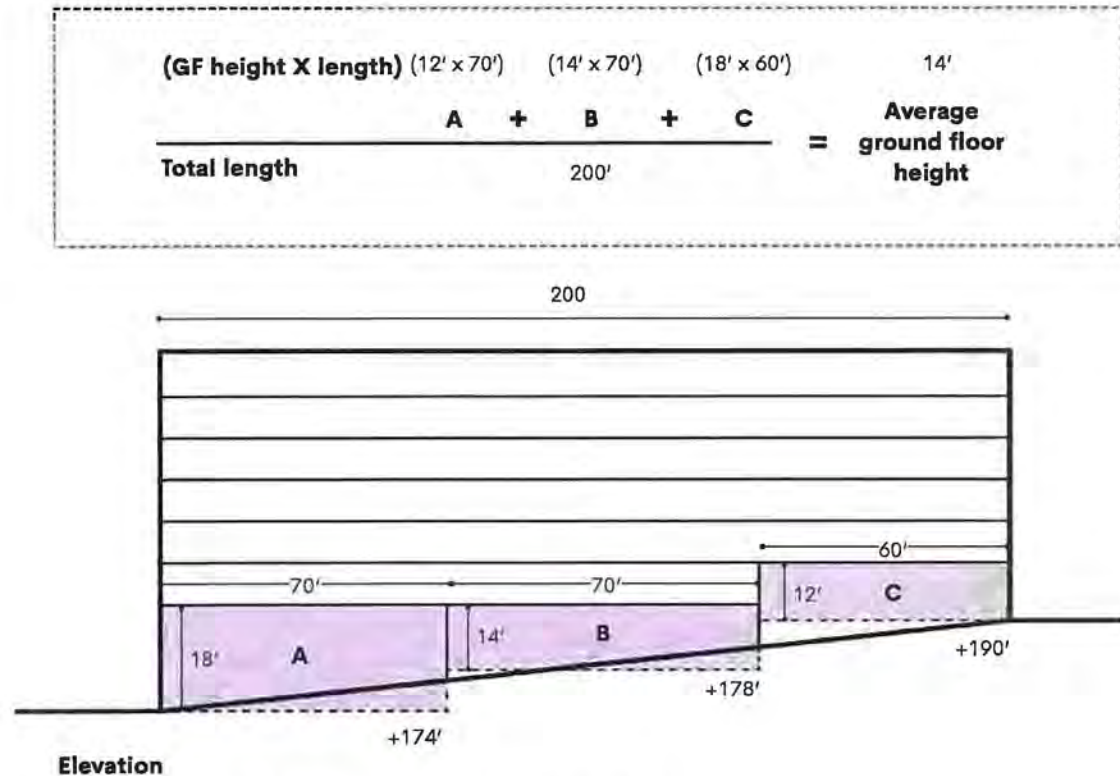


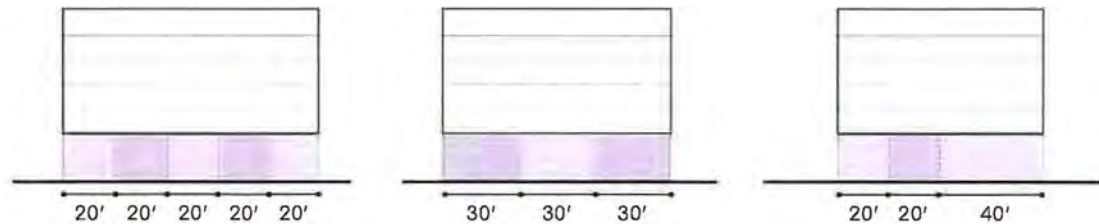
FIGURE 5.19: Ground floor average height measurement example

Legend

Ground floor floor-to-floor height measurement

S5.8.2 Ground floor articulation. To create a fine-grain ground floor rhythm, new construction ground floor facades shall express intervals of a maximum average of 30 feet with no interval exceeding 40 feet in width. Intervals shall be expressed through architectural elements such as columns, fins, structural bays, mullions with a minimum width and depth of two and six inches respectively.

Parking garage facades are permitted to express an increased average interval of 50 feet width to accommodate loading requirements. See Figure 5.20 and Figure 5.21 for reference.



Elevations

FIGURE 5.20: Ground floor articulation rhythm examples



FIGURE 5.21: Ground floor articulation examples

S5.8.3 Ground floor transparency. New construction ground floors, excluding residential ground floor units, shall comply with Planning Code Section 145.1 (c) (6). See additional ground floor residential unit requirements in S5.8.6, S5.8.7 and G.5.8.1.

S5.8.4 Awnings, canopies, and marquees. New construction awnings, canopies and marquees are permitted in compliance with Planning Code Section 136.1 with the following additional modifications:

- Awnings fronting open spaces are permitted to have a depth of up to eight feet.
- Contiguous awnings shall be limited 30 feet in length.

See Figure 5.22 for examples.



FIGURE 5.22: Canopies and projection examples

S5.8.5 Building entries. New construction shall incorporate active use entries that are directly accessible from a street or open space. Entry requirements are noted below:

- All Priority Retail Frontages shall include a minimum of one active use entry for every 80 linear feet.
- All Retail and Service Frontages shall include a minimum of one active use entry for every 100 linear feet.
- All Active Frontages shall include a minimum of one active use entry for every 120 linear feet.
- In addition to the minimums laid out by frontage type above, each Active Use on Priority Retail Frontage and Retail and Service Frontage shall provide a minimum of one entry accessible from a street or open space.

Standalone parking garages are exempted from this standard. Frontages where required entries result in a sidewalk slope greater than 4.5 percent are permitted to deviate from the required entry frequency. For designation of facades, see Figure 5.23.

Legend

- Priority Retail Frontage
- Retail and Service Frontage
- Active Frontage
- Building entries



FIGURE 5.23: Building entry illustrative

SS.8.6 Entry design. New construction entries shall be designed with attention to the overall composition and rhythm of the ground floor. Building entries shall be designed to be more prominent in scale and treatment than individual residential unit or retail tenant entries.

All retail entries, building entries, and residential unit entries shall include a minimum of two of the architectural elements below:

- Change in plane from the ground floor facade
- Accentuating light, color, or material
- Projecting element above
- Change of material or detailing
- Stoop or patio

See Figure 5.24 and Figure 5.25 for examples. Standalone parking garages are exempted from this standard.



FIGURE 5.24: Active use entry design examples



FIGURE 5.25: Residential unit entry design examples

SS.8.7 Transition Zone. Ground floor residential units facing streets and Primary Open Spaces shall create Transition Zones that provide dwelling unit privacy or create usable open space. Transition Zones can be provided through one of the following:

- Stoop with a minimum depth of three feet, and a minimum and maximum height from grade of 18 inches and five feet respectively as measured from the mid-point of the stoop at curb level within 10 feet of the parcel boundary. The stoop shall have access from the fronting street or open space
- Patio with a minimum depth of three feet, and a maximum height of five feet from grade, as measured from the mid-point of the patio at curb level within 10 feet of the parcel boundary
- Planting and/or furnishing with a minimum depth of three feet.

Townhomes and ground floor residential units fronting Street C, 19th Avenue, Greenway Park East, or Linear Park, or within Parcel NW2, as indicated in Figure 5.27 shall incorporate a stoop or patio Transition Zone. Stoops and patios along 19th Avenue are permitted to be sunken up to one floor to accommodate grade. Stoops or patios that are sunken beyond three feet from grade shall be paired with an at or above grade access from 19th Avenue and increase the setback



Stoop

Patio

Planting and/or Furnishing

FIGURE 5.26: Transition Zone examples

depth to a minimum of five feet. Hybrid Residential Uses, residential units with accessory retail as defined in the SUD, and affordable units are exempt from the stoop or patio requirement. See examples in Figure 5.26.

S5.8.8 Ground floor Blank Walls. Blank Walls on new construction ground floors shall be limited to 20 percent of the ground floor facade area. Along Priority Retail Frontages or fronting Primary Open Spaces, Blank Walls are prohibited and Treated Blank Walls shall be limited up to 20 percent of the ground floor facade area.

See Blank Wall and Treated Blank Wall definitions in Section 5.1. See Figure 5.28 for examples. See S5.6.2 for upper floor Blank Wall requirements.

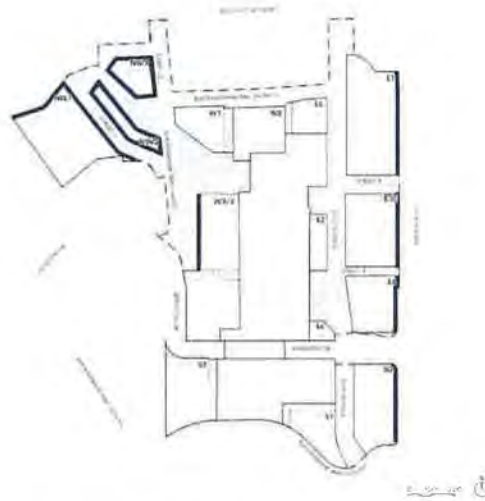


FIGURE 5.27: Transition Zones that require a stoop or patio

Legend

— Transition Zones that require a stoop or patio



FIGURE 5.28: Treated Blank Wall examples

Guidelines

G5.8.1 Ground floor unit expression. Ground floor residential units shall be articulated to express individual units through strategies such as, but not limited to, stoops, patios, projections, railings, doors, punch windows and modulation. See additional requirements in S5.8.7 and S5.16.1.

G5.8.2 Engaging active use facades. New construction ground floor Priority Retail and Retail and Service Frontages as defined by Figure 5.23 shall incorporate engaging facades through use of roll up doors, operable windows, seating, or other similar strategies. See Figure 5.29 for examples.



FIGURE 5.29: Engaging facade examples

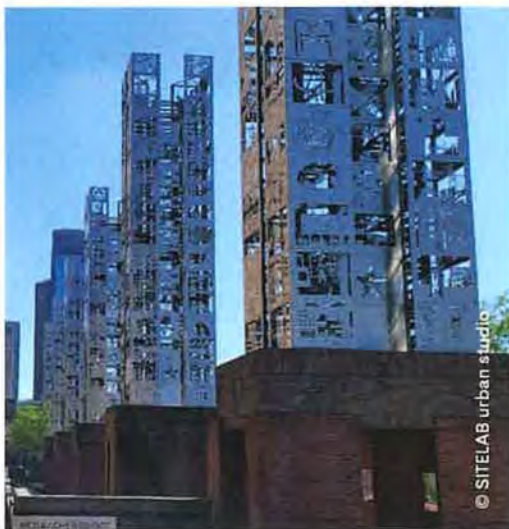


FIGURE 5.30: Expressive facade examples

Tactile Facades

Consider incorporating tactile treatments on ground floor facades facing open spaces and mid-block passages such as earthen materials, planting and living walls, textured concrete, and wood.

Expressive Facades

Consider design strategies that express the character and stories of the Western Neighborhoods. Examples include artistic interpretations through murals, mosaics, motifs, sculptures, displays. See examples in Figure 5.30.

MID-RISE

Mid-rise controls apply to portions of buildings above the ground floor and up to 90 feet in height. Mid-rise controls are not applicable to tower facades. See Sections 5.12, 5.13 and 5.14 for tower controls.

Mid-rise buildings constitute much of the Project with a range of facades and form. To create more human-scaled architecture, this section provides standards and guidelines for Massing Reduction and modulation requirements for buildings with larger footprints and long facades.



Town Square and Parcel NW2 illustrative visualization

5.9 Massing and Bulk Controls

Standards

55.9.1 Massing Reduction. New construction with building footprint areas over 25,000 square feet are restricted to 80 percent maximum buildable area above the Base Zone. New construction with building footprint areas over 70,000 square feet are restricted to 70 percent maximum buildable area above the Base Zone. See Figure 5.31 locations where Massing Reduction is required based on maximizing building footprints within new construction zones.

Massing Reductions shall be expressed along streets or open spaces, with a minimum opening of 30 feet along the exterior of the building. Completely enclosed internal courtyards and atria, and non-built floors do not qualify towards the required Massing Reduction percentages as shown in Figure 5.33.

Buildings shall incorporate the required Massing Reduction towards streets, open spaces and adjacent low-rise contexts as indicated in Figure 5.31.

Parcels NW1, NW2, S3, and E4 are exempted from this standard. Tower massing above 90 feet in height and standalone parking garages are exempted from this standard. See tower and standalone parking garage requirements in Sections 5.13 and 5.17.

55.9.2 Massing Reduction measurement.

Massing Reduction shall comply with the following method of measurement:

- Building footprint area (the denominator): Square footage of the building footprint as established by the perimeter of the Predominant Building Facades.
- Built occupiable area above Base Zone (the numerator): Average occupiable floor area of all floors above the Base Zone. Floors that contain only rooftop features such as mechanical equipment and appurtenances necessary to the operation or maintenance are excluded.

In both measurements:

- Elements included are any areas that are enclosed, create a volume, and are not open to sky, such as occupiable areas including bay windows and internal building circulation. Fully internalized courtyards are also included as built occupiable area. Internal double or multi-story height spaces shall be counted twice or per the number of floors spanned respectively.
- Elements excluded are any areas that are not fully enclosed, or are open to sky, such as balconies, non-occupiable projections, pedestrian bridges as defined in 55.9.4, open external building circulation. External courtyards, with a minimum opening of 30 feet and the roof floor, including roof decks, and mechanical equipment are excluded.

For more information, see Figure 5.32 and Appendix C: Massing Reduction Reference.



FIGURE 5.31: Massing Reduction requirements

Legend

- Parcel with 80 percent maximum built area
- Parcel with 70 percent maximum built area
- Frontages with required Massing Reduction

$$\begin{array}{c}
 \text{Average floorplate area} \\
 \text{above Base Zone} \\
 \div \\
 \text{Footprint area} \\
 \text{Square footage of the building} \\
 \text{footprint perimeter as established by the} \\
 \text{building Predominant Building Facades} \\
 \\
 = \\
 \text{Built area percentage} \\
 \text{above Base Zone}
 \end{array}$$

FIGURE 5.32: Massing Reduction calculation

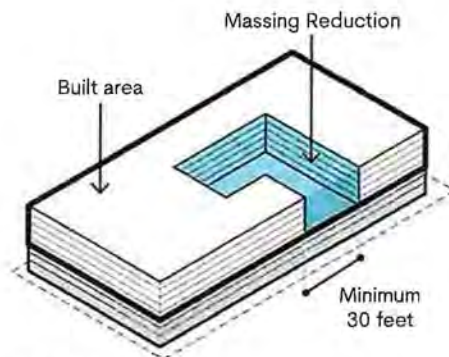
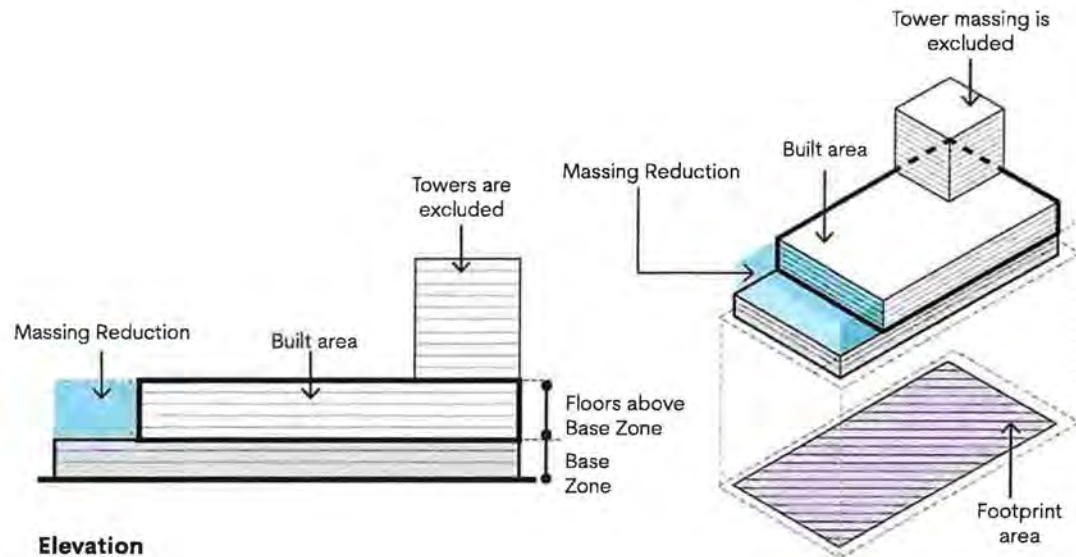


FIGURE 5.33: Compliant and non-compliant Massing Reduction

Legend

Massing Reduction

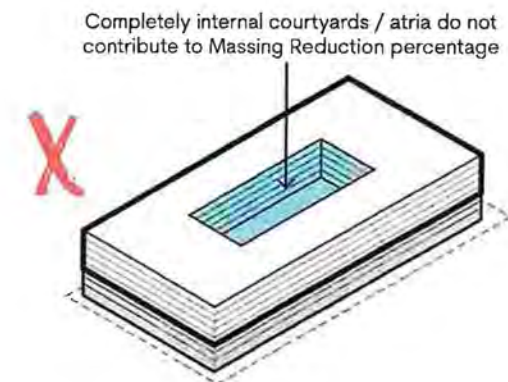
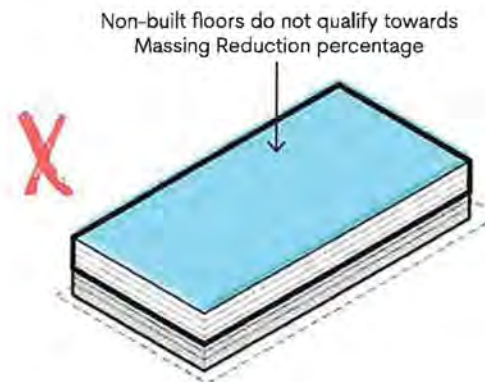
Base Zone



Denotes a non-compliant condition

Footprint area

Parcel boundary



SS.9.3 Volumetric Break. A Volumetric Break is a recess required above the Base Zone on new construction frontages indicated in Figure 5.34. Volumetric Breaks shall be positioned such that no resultant sub-divided facade is greater than 250 feet in length, as shown in Figure 5.35. Required minimum dimensions for a Volumetric Break are as follows:

- Depth of 30 feet
- Width of 30 feet
- Average area of 1,500 square feet per floor as measured in plan with no individual floor below 1,000 square feet

Volumetric breaks on Parcel NW2 are exempt from the minimum dimensions noted above and shall have a minimum depth and width of 20 feet. Parcel NW2's required volumetric break fronting the Greenway Park East is permitted to be one contiguous break or split into two breaks. The cumulative average area of the breaks shall be a minimum of 1,500 square feet per floor as measured in plan, with no individual floor below 1,000 square feet.

Parcel E1, E3E and S2 frontages along 19th Avenue shall have increased requirements due to their size and high visibility; minimum dimensions are as follows:

- Depth of 60 feet
- Width of 30 feet
- Average area of 3,000 square feet

per floor as measured in plan, with no individual floor below 2,000 square feet

See Figure 5.36 for examples. Standalone parking garages and buildings under 250 feet in length are exempt from this standard. See standalone parking garage requirements in Sections 5.17.



FIGURE 5.34: Volumetric Break requirements

Legend

- 1,500 sf Volumetric Break
- 3,000 sf Volumetric Break

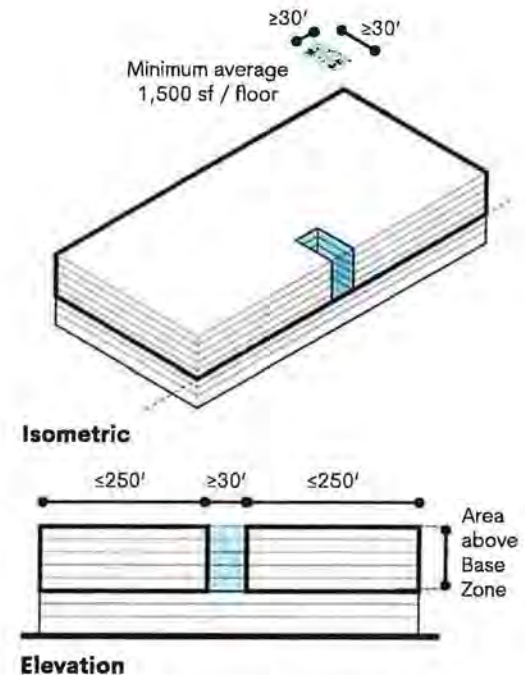


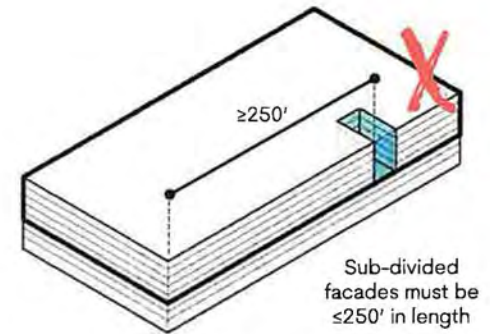
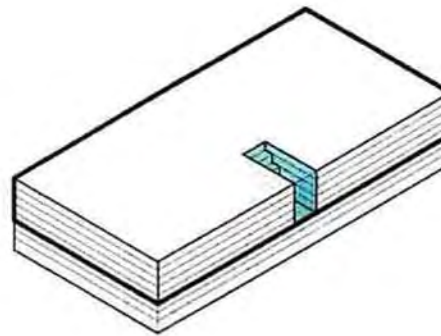
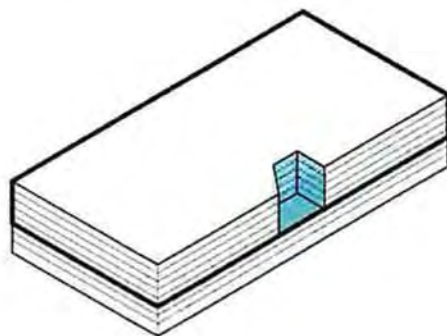
FIGURE 5.35: Volumetric Break calculation



FIGURE 5.36: Volumetric Break examples

Volumetric Break Design

A Volumetric Break may be further emphasized by extending it down to the ground floor. This may be achieved through creating a physical connection at grade or incorporating a recess in the Base Zone.



Isometric

FIGURE 5.37: Compliant and non-compliant Volumetric Breaks

Legend

- Volumetric Break
- ✗ Denotes a non-compliant condition

S5.9.4 Pedestrian bridges. Pedestrian bridges shall be permitted in new construction for enhanced circulation over courtyards, Volumetric Breaks deeper than 30 feet within a parcel, and mid-block passages between buildings (see Figure 5.7), subject to the following:

- The pedestrian bridge shall be designed to be visually distinct from the adjoining built forms it connects to provide visual relief and reinforce the perception of a break in the massing.
- The pedestrian bridge shall be a maximum of 10 feet wide.
- The pedestrian bridge shall be set back a minimum of 15 feet from the Predominant Building Facade.
- The pedestrian bridge shall maintain a minimum clear height of 10 feet over courtyards and Volumetric Breaks, and 14 feet over mid-block passages.
- Pedestrian bridges shall be open air, transparent for more than 50 percent of their facade, or a combination of the two.

See Figure 5.38 for examples.

S5.9.5 Parcel E1 massing break. Parcel E1 shall incorporate a massing break above the Base Zone that enhances visual connectivity from 19th Avenue to the Stonestown Galleria along 20th Avenue. The massing break shall be minimum 30 feet wide and is permitted to contribute towards the Massing Reduction and Volumetric Break requirements in this section.

S5.9.6 Parcel E3E 19th Avenue setback. New construction on Parcel E3E shall setback above the Base Zone for a minimum of two-third the facade length along 19th Avenue. The setback shall have a minimum depth of 30 feet from the Predominant Building Facade.



FIGURE 5.38: Pedestrian bridge examples

5.10 Modulation

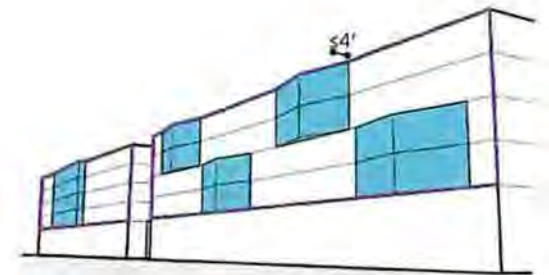
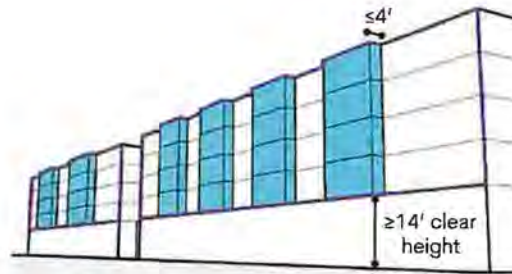
Facade modulations are medium- to fine-grain design strategies that complement large-scale massing moves and create rhythm. Modulation strategies may involve creating horizontal or vertical shifts in an architectural facade or a system of balconies and terraces. These strategies may be rhythmic or asymmetrical in application.

Standards

S5.10.1 Occupiable projections. New

construction occupiable projections are permitted in compliance with Planning Code Section 136 with the following additional allowances, as shown in Figure 5.39:

- Occupiable projections shall be permitted to up to four feet in depth with a minimum vertical clearance of 14 feet from the sidewalk grade.
- Balconies shall be permitted to up to six feet in depth
- Aggregated occupiable projections, excluding balconies, are permitted up to 40 percent of the total facade area above the ground floor.
- Occupiable projections are permitted to project beyond the parcel boundary over public streets, private streets, open spaces, mid-block passages and Publicly Accessible Sidewalk and Access Easements.



Perspective

FIGURE 5.39: Occupiable projection aggregation

Legend

-  Aggregated occupiable projection ($\leq 40\%$)
-  Total facade area above the ground floor

S5.10.2 Modulation for facades over 200 feet.

New construction facades over 200 feet in length shall incorporate modulation for a minimum of 30 percent of the total facade area above the ground floor. See Figure 5.40 for locations where facades may exceed 200 feet in length.

Qualifying modulation includes vertical or horizontal shifts, occupiable projections such as balconies, terraces, bay windows, or similar elements within the facade that have a minimum width of five feet and a minimum average depth of three feet.

See Figure 5.42 for illustrative examples and Figure 5.41 and Figure 5.43 for examples of qualifying facades and modulation strategies.

Tower facades and standalone parking garages are exempted from this standard. See tower and standalone parking garage requirements in Sections 5.14 and 5.17.

S5.10.3 Modulation enhancement for facades over 300 feet. In addition to the requirements in S5.10.1, new construction facades over 300 feet in length are required to have modulation strategies that are vertically contiguous. Subsequently no sub-divided facade without a vertically contiguous modulation shall be longer than 200 feet in length, as indicated in Figure 5.43.

See Figure 5.40 for locations where facades may exceed 300 feet in length.

Towers and standalone parking garages are exempted from this standard. See tower and standalone parking garage requirements in Sections 5.14 and 5.17.

S5.10.4 Roofline modulation. New construction facades over 200 feet in length shall articulate or vary the roofline for a minimum of 20 percent of the facade length with a minimum average vertical change of six feet. Roofline strategies may include but are not limited to:

- Upper floor stepback or terracing
- Sloped, canted, stepped or sawtooth roof design
- Expressed skylights, monitors, or vertical circulation elements
- Integration of the building facade with mechanical screening, penthouses, and other rooftop features

See Figure 5.44 for examples. Standalone parking garages are exempt from this standard. See standalone parking garage requirements in Section 5.17.

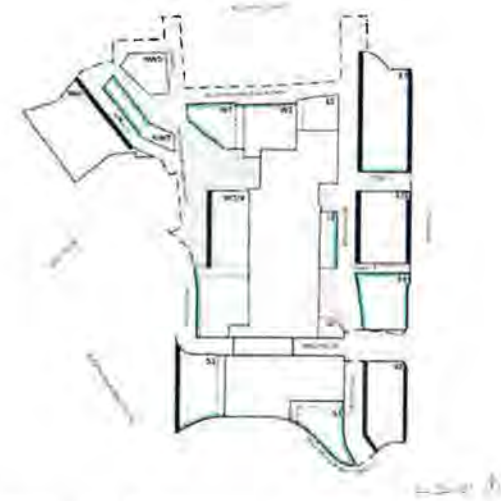
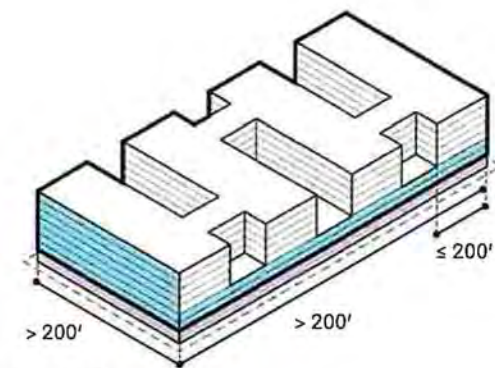
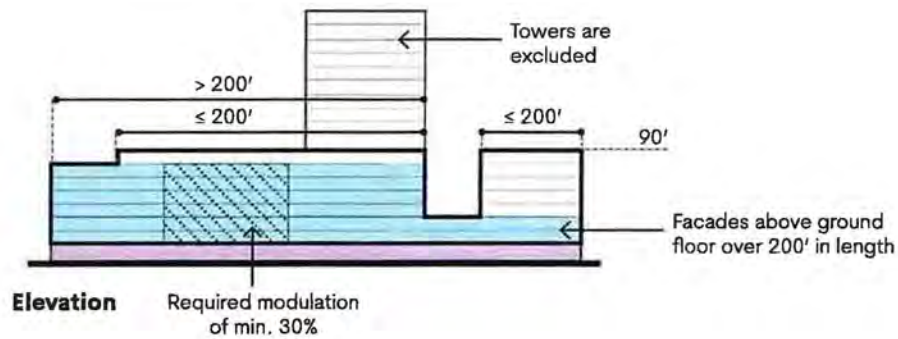


FIGURE 5.40: Frontages requiring modulation

Legend

- Facades 200-299 feet in length
- Facades 300+ feet in length



Isometric

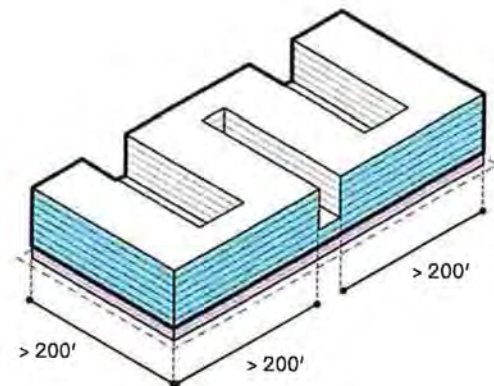
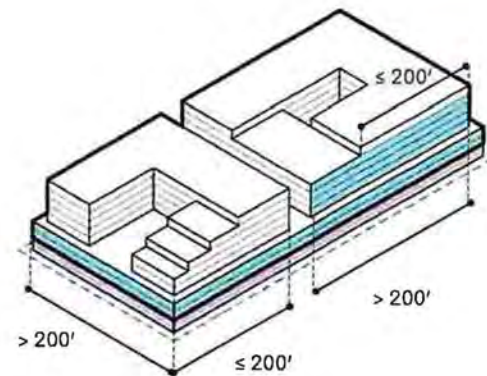


FIGURE 5.41: Modulation calculation examples

Legend

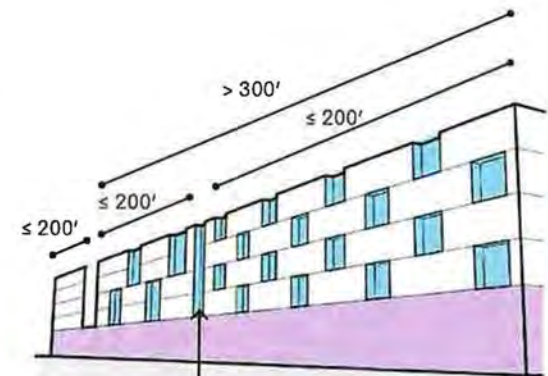
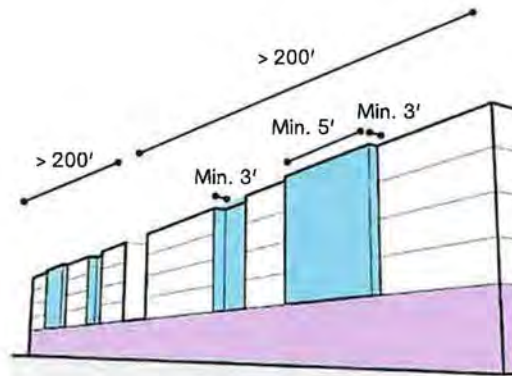
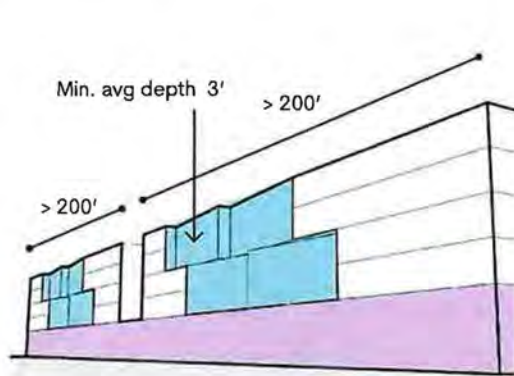
- Facades over 200' in length that require minimum 30% modulation
- Ground floor



FIGURE 5.42: Modulation examples

**Aggregated
facade
modulation**

**Distributed
facade
modulation**



Perspective

FIGURE 5.43: Modulation design flexibility

Legend

- Modulation ≥ 30%
- Ground floor

Vertically contiguous
modulation required on
facades >300'



FIGURE 5.44: Roofline modulation examples

Guidelines

G5.10.1 Modulation enhancement. Modulation strategies shall be combined with a material or color change from the Predominant Building Facade, to further enhance the impact of the planar shift.

Engaging Upper Floor Facades

Consider accentuating the visual connection between building upper floors and public life on the ground. This may be achieved through features like occupiable roofs, upper-floor balconies and terraces, externally visible circulation elements including stairways, corridors, pedestrian bridges. Operable facade systems can also create dynamic facades that leave traces of activity through the day.

5.11 Building Design Variation

The standards in this section are designed to layer design variety in building design and architecture along key frontages and within larger buildings. Variation within and amongst buildings is a difference in the massing form, modulation or articulation proportion, pattern, quantity, or change in materials and color. Design variety can be achieved through an array of strategies ranging from massing, modulation, articulation, and material strategies, as described in Section 5.1.

Massing

- **Mid-rise stepback above the Base Zone.** Stepping back the upper floor massing above the Base Zone creates visual variety within the building facade and breaks down the building volume as experienced from the street.
- **Mid-rise change in height.** A large, urban-scaled change in height of the mid-rise portion of the building, creating an upper floor stepback, terrace or courtyard.
- **Tower change in height.** A large, urban-scaled change in height of within the tower form, creating an upper floor stepback or terrace.

Modulation

- **Roofline modulation.** A visible change in roof form through a change in height and configuration. This includes upper level stepbacks, terracing, sloped, canted, stepped or sawtooth roofs, expressed skylights, monitors or vertical circulation elements, and integration of the building facade with mechanical screening, penthouses, and other rooftop features.
- **Volumetric facade modulation.** Volumetric facade modulation are strategies that create small-scale variation in the facade. These strategies include but are not limited to bay windows, sawtooth windows, balconies, horizontal or vertical projections and recesses or faceting.

Multiple Facade Systems

A change in the facade system expressing a minimum of two distinct volumes. This differentiation can be expressed in two of the following ways:

- Using the same modulation or articulation strategy applied with a change in frequency, vertical or horizontal orientation, or pattern.
- Applying a change in modulation or articulation strategies to express two distinct volumes.

Material and color

- **Change in high contrasting colors.** Applying a change within the facade using high contrasting colors that are integral to the material. Painted color applications do not qualify.
- **Change from primary material.** Applying a change of material from the primary material within the facade. A primary material is any material that is used for more than 50 percent of the facade, excluding fenestrations. Glazing does not qualify as a material change.
- **Change of primary material.** Applying a change of the primary material of the facade from adjacent new construction. A primary material is any material that is used for more than 50 percent of the facade, excluding fenestrations. Glazing does not qualify as a material change.

TABLE 5.1: Qualifying strategies for building design variation

	UNIT OF MEASURE	MINIMUM DIMENSIONS	MINIMUM % REQUIRED	CALCULATION METHOD
Massing				
Mid-rise stepback above the Base Zone	Length (linear feet)	≥ 3' depth	75% Length	Length of stepback / Length of building
Mid-rise change in height	Length (linear feet)	≥10' depth ≥1 floor	20% Length	Length of change in height / Length of building
Tower change in height	Length (linear feet)	≥10' depth ≥20' height	20% Length	Length of change in height / Length of tower facade
Modulation				
Roofline modulation	Length (linear feet)	≥6' height	20% Length	Length of change in height / Length of building
Volumetric facade modulation	Area (Square Feet)	≥3' depth ≥ 5' width	20% Area	Area of facade system / Area of building facade
Multiple facade systems				
Multiple facade systems	Area (Square Feet)	≥3' depth and ≥ 5' width for modulation ≥ 6" depth for articulation	20% Area	Area of facade system / Area of building facade
Material and color				
Change in high contrasting colors	Area (Square Feet)	N/A	20% Area	Area of contrasting color / Area of building facade
Change from primary material	Area (Square Feet)	N/A	20% Area	Area of change in material / Area of building facade
Change of primary material	Area (Square Feet)	N/A	50% Area	Area of change in material / Area of building facade

Standards

S5.11.1 20th Avenue Base Zone distinction.

All new construction along 20th Avenue shall have a defined Base Zone creating a differentiated architectural expression from the upper floors. This shall be achieved through a minimum of one of the strategies below:

- Mid-rise stepback above the Base Zone
- Volumetric facade modulation
- Multiple facade systems
- Change in high contrasting colors
- Change from primary material

See Table 5.1 for detailed requirements in each of these strategies. Examples are indicated in Figure 5.45. Parcels E2 and E6 are exempted from this standard. See S5.11.4 for Parcels E2 and E6 distinction requirements.



Stepback with material and color change



Change in modulation pattern and material

FIGURE 5.45: Base Zone distinction examples

SS.11.2 Large parcel variety. Parcels E1, S2 and W3/4 shall avoid a monotonous treatment within the parcel for the entire parcel length. Facade design within the parcels listed above shall vary using minimum one of the strategies below to further emphasize distinct portions of buildings:

- Mid-rise change in height
- Roofline modulation
- Volumetric facade modulation
- Multiple facade systems
- Change in high contrasting colors
- Change from primary material

See Table 5.1 for detailed requirements in each of these strategies. Examples are indicated in Figure 5.46.



Change in roofline, articulation, and material

FIGURE 5.46: Large parcel variety examples



Change in modulation pattern and material

S5.11.3 Adjacent parcel variety. Parcels E1, E3E, E4 and S2 shall vary from other adjacent parcels along 19th Avenue using the strategies noted in Table 5.1 to avoid monotony along 19th Avenue and 20th Avenue. The parcels listed above shall meet at minimum one of the requirements below:

- Incorporating minimum two massing or modulation strategies
- Incorporating minimum one massing or modulation strategy plus minimum two articulation or material and color strategies

Strategies that qualify from Table 5.1 towards the above requirements are:

- Mid-rise stepback above the Base Zone
- Mid-rise change in height
- Roofline modulation
- Volumetric facade modulation
- Multiple facade systems
- Change in high contrasting colors
- Change of primary material

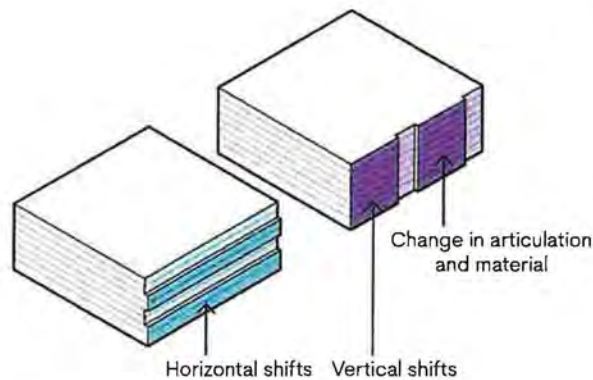
See Table 5.1 for detailed requirements in each of these strategies. Examples are indicated in Figure 5.47.



Change in modulation and materials



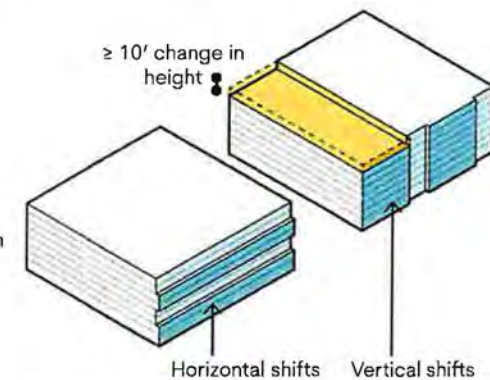
Change in massing, modulation, articulation and materials



Change in modulation strategy and articulation and material

Isometric

FIGURE 5.47: Adjacent parcel variety examples



Change in modulation strategy and massing height

S5.11.4 Parcels E2 and E6 distinction. Parcels E2 and E6 shall be designed as distinct elements from Stonestown Galleria using strategies noted in Table 5.1. The parcels shall meet at minimum one of the requirements below:

- Incorporating minimum two massing or modulation strategies
- Incorporating minimum one massing or modulation strategy plus minimum two articulation or material and color strategies

Strategies that qualify from Table 5.1 towards the above requirements are:

- Mid-rise change in height
- Roofline modulation
- Volumetric facade modulation
- Multiple facade systems
- Change in high contrasting colors
- Change of primary material

See Table 5.1 for detailed requirements in each of these strategies. Examples are indicated in Figure 5.48.



Change in modulation and materials

FIGURE 5.48: Parcels E2 and E6 distinction examples



Change in modulation and materials

TOWERS

Towers refer to all new construction above 90 feet in height. The following standards and guidelines address form, orientation, and architectural design of tower massing. Figure 5.49 illustrates how sculpting and long facade design requirements are based on tower floorplate area and/or length of facade.

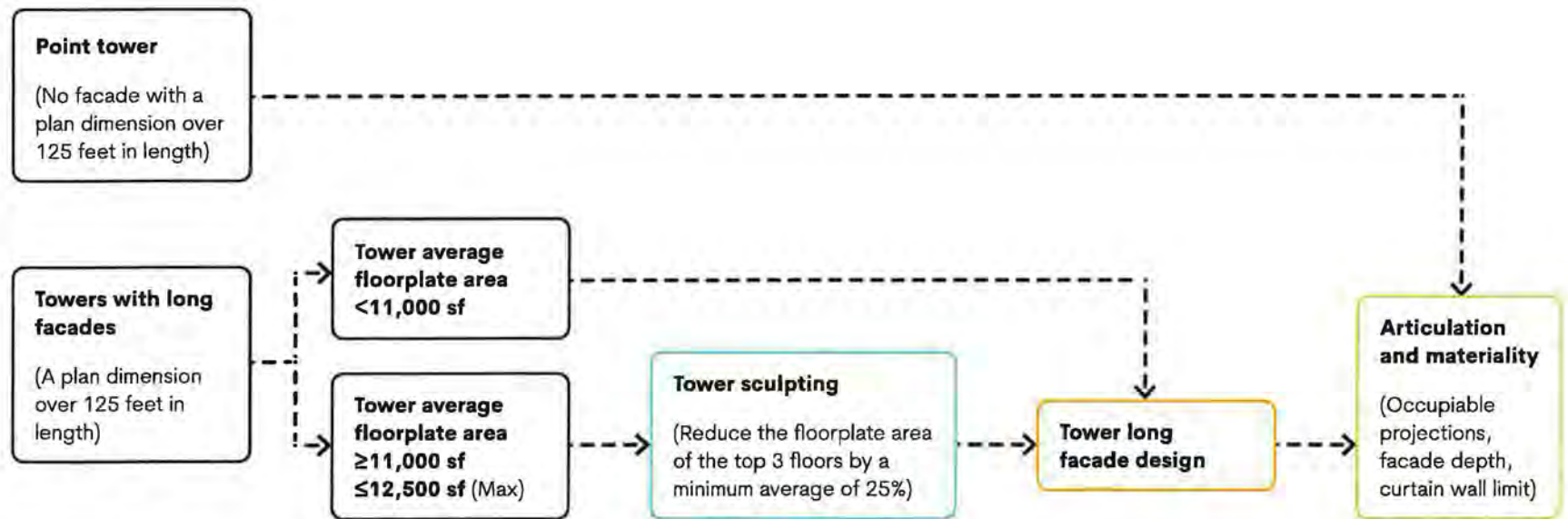


FIGURE 5.49: Layered tower controls

Legend

- Articulation and Preferred Materials (S5.6.1, S5.6.2, S5.7.2, S5.7.3)
- Tower sculpting (S5.13.3)
- Tower long facade design (S5.14.1)

5.12 Tower Locations and Orientation

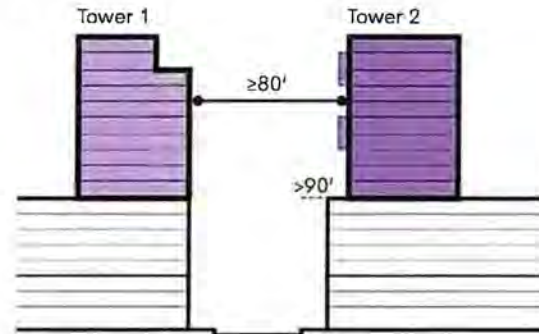
Standards

S5.12.1 Tower separation. Towers shall maintain a minimum horizontal separation of 80 feet clear from other towers, as measured from the tower's Predominant Building Facade, as shown in Figure 5.50.

S5.12.2 Tower orientation. To avoid creating adjacent wide spans of tower facades when viewing the skyline from a distance, adjacent towers shall be designed to have facades with a plan dimension over 90 feet oriented between 75 to 105 degrees of each other. Towers on parcels that are considered adjacent are indicated in Figure 5.52 and noted below:

- North and south tower on Parcel W3/4
- South tower on Parcels W3/4 and S3
- Parcels S3 and S1
- Parcels S1 and S2

Point Towers shall be exempted from this standard. See Section 5.1 for a definition of Point Towers.

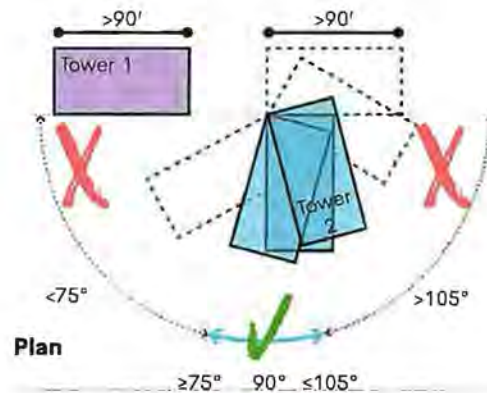


Elevation

FIGURE 5.50: Tower separation

Legend

— Tower Predominant Building Facade



Plan

FIGURE 5.51: Permitted and prohibited adjacent tower orientation

Legend

- Tower floorplate
- Permitted adjacent tower floorplate orientation
- - - Prohibited adjacent tower orientations



FIGURE 5.52: Adjacent towers

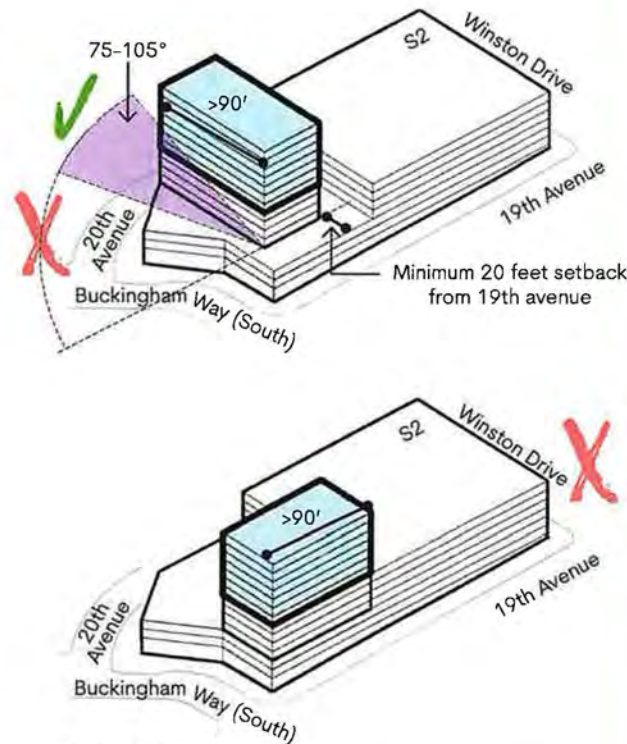
Legend

- Adjacent towers
- Permitted tower locations

S5.12.3 Parcel S2 tower setback. To minimize view impacts and transition to the lower scale residential along the eastern side of 19th Avenue, Parcel S2 tower shall stepback from the Predominant Building Facade fronting 19th Avenue a minimum of 20 feet, as shown in Figure 5.53.

S5.12.4 Parcel S2 orientation. Parcel S2 tower facades over 90 feet in plan dimension shall be oriented within 75 to 105 degrees of 19th Avenue, as shown in Figure 5.53.

Point Towers are exempt from this standard.



Isometric

FIGURE 5.53: Parcel S2 tower stepback and orientation

Legend

- Tower massing
- X Denotes a non-compliant condition

19th Avenue Tower

Consider stepping back the mid-rise portion below the tower to align with the tower setback along 19th Avenue. This strategy can accentuate the proportions of the tower, while creating a distinct massing configuration.

5.13 Tower Bulk Reduction Controls

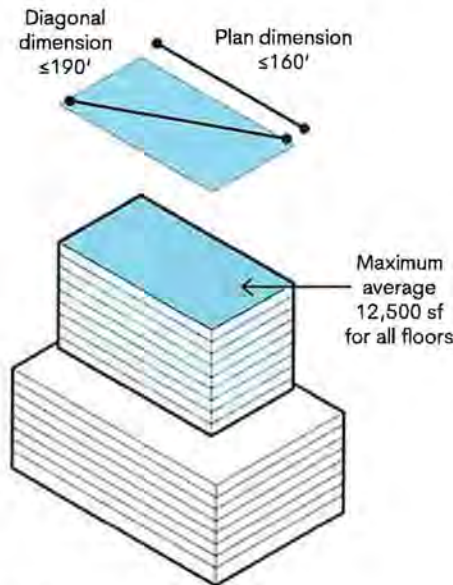
Standards

S5.13.1 Tower maximum average floorplate.

The maximum average floorplate of a tower shall not exceed 12,500 square feet, as shown in Figure 5.54. The maximum average floorplate area is defined as the sum of the area of all the floorplates above 90 feet in height, divided by the number of floors above 90 feet in height.

No individual tower floorplate shall exceed 14,000 square feet.

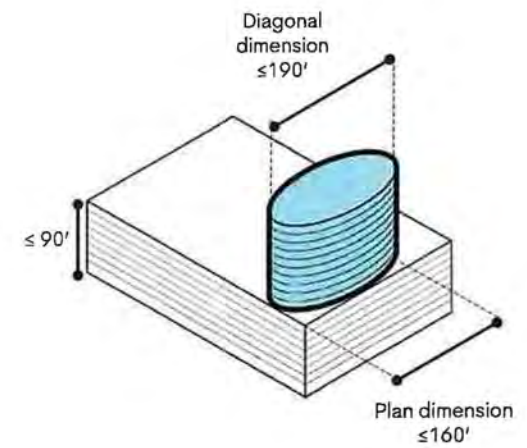
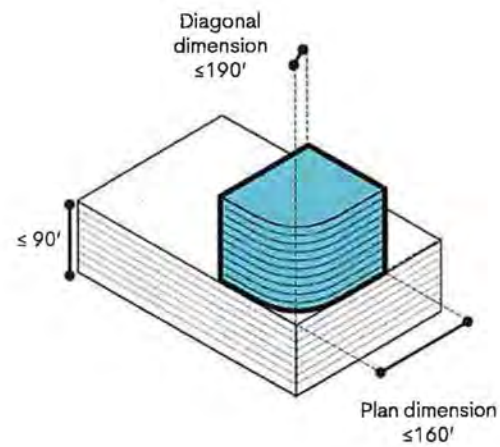
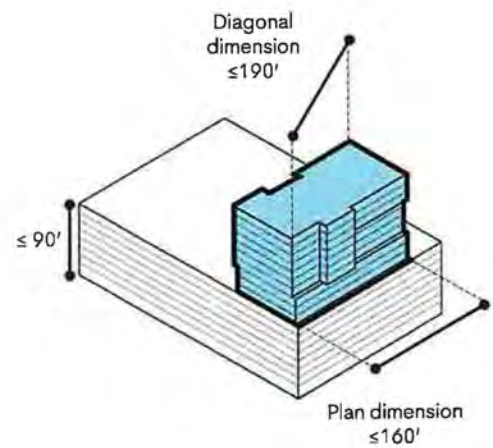
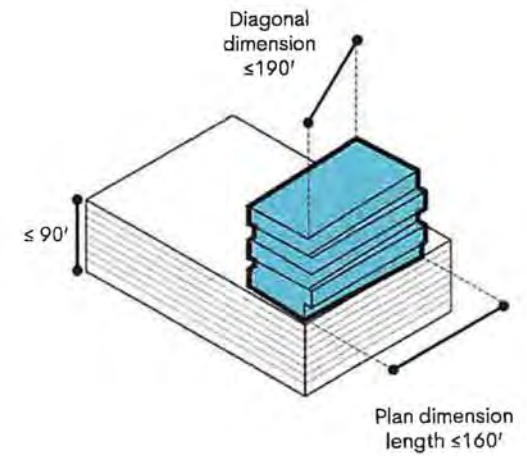
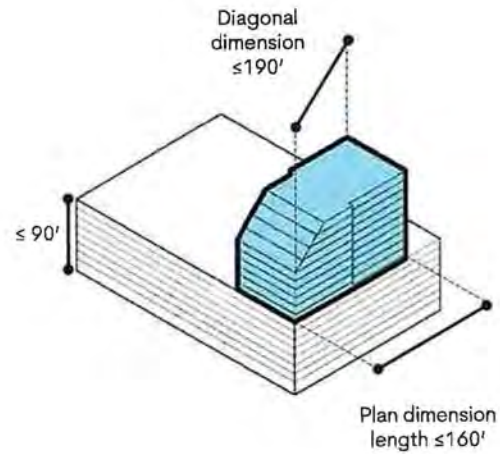
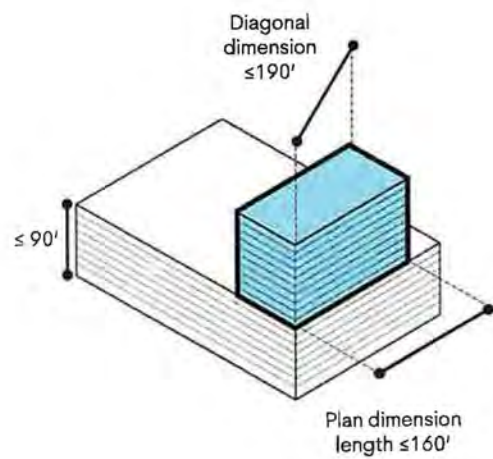
S5.13.2 Tower maximum plan and diagonal dimension. All towers shall have a maximum plan dimension of 160 feet and diagonal dimension of 190 feet as shown in Figure 5.54 and Figure 5.55. Elements that are not fully enclosed, or are open to sky, such as occupiable and non-occupiable projections do not contribute towards the plan dimension maximums.



Isometric

FIGURE 5.54: Tower floorplate maximum dimensions

Sum of all tower floorplate area	÷	Number of tower floors	=	Average tower floorplate
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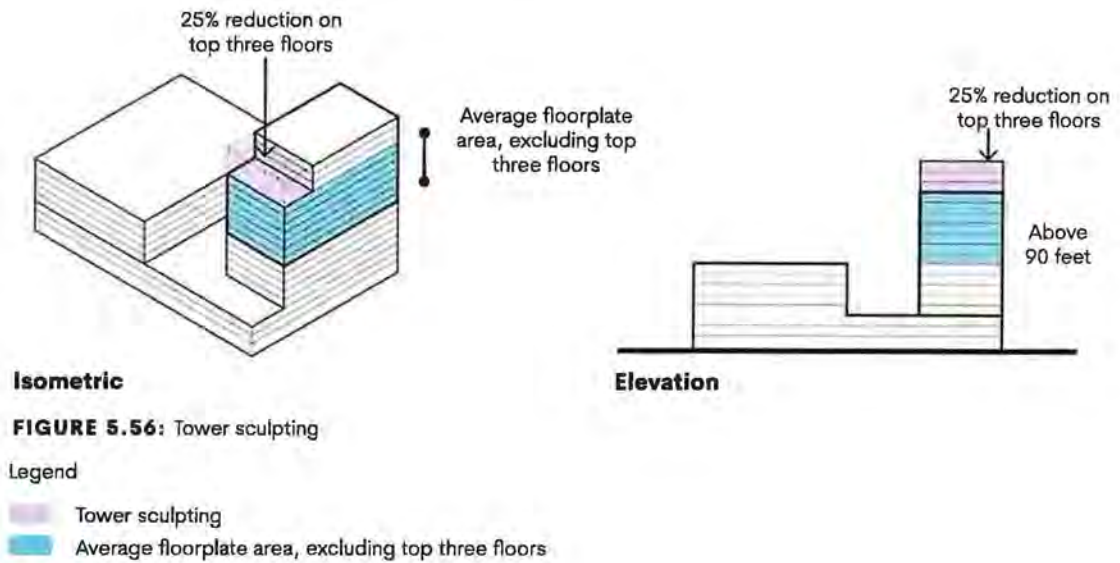


Isometric

FIGURE 5.55: Examples of tower floorplate maximum dimensions

S5.13.3 Tower sculpting. Towers with an average floorplate area (excluding the top three floors) between 11,000 to 12,500 square feet shall reduce the floorplate area of the top three floors by a minimum average of 25 percent, as shown in Figure 5.56.

Towers with an average floorplate area under 11,000 square feet are exempted from this standard. Point Towers as defined in Section 5.1 are also exempted from this standard, regardless of floorplate area.



5.14 Tower Long Facade Design

Standards

§5.14.1 Tower long facade design. All tower facades with a plan dimension over 125 feet in length shall incorporate at least one of the following design strategies:

- Change in plane of minimum five feet, such that the apparent facade is a maximum of 110 feet in length. The change in plane shall be paired with strategies noted in Table 5.1 with at least one of the requirements below:
 - Incorporating minimum two massing or modulation strategies
 - Incorporating minimum one massing or modulation strategy plus minimum two articulation or material and color strategies
- Notch with a minimum depth and width of 10 feet. The notch shall be paired with strategies noted in Table 5.1 with at least one of the requirements below:
 - Incorporating minimum two massing or modulation strategies
 - Incorporating minimum one massing or modulation strategy plus minimum two articulation or material and color strategies
- Modulation of a minimum 35 percent of the tower long facade area. Qualifying modulation strategies shall have a minimum width of five feet and a minimum average depth of three feet.

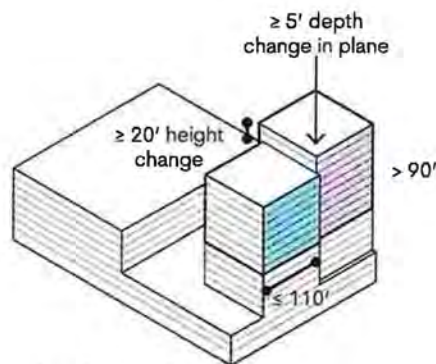
In addition to the strategies noted above, towers on Parcel W3/4 are permitted an additional long facade design strategy noted below:

- At least two different and contrasting materials or colors, in addition to glazing incorporated in the facade. This shall be paired with vertical articulation patterning offset of a minimum of one foot, at least every two floors. Each contrasting material shall be incorporated for at least 33 percent of the facade, excluding glazing.

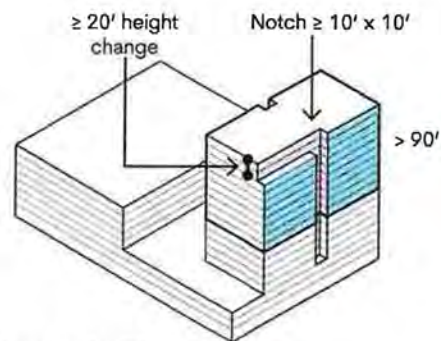
Strategies that qualify from Table 5.1 towards the requirements in this standard are:

- Tower change in height
- Roofline modulation
- Volumetric facade modulation
- Multiple facade systems
- Change in high contrasting colors
- Change from primary material

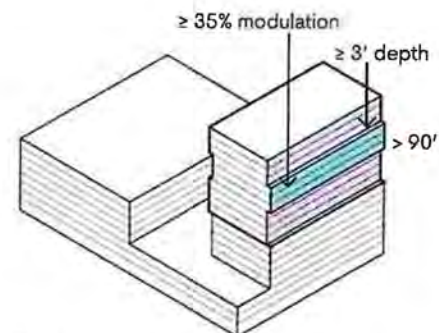
See Table 5.1 for detailed requirements in each of these strategies. See Figure 5.57 and Figure 5.58 for reference.



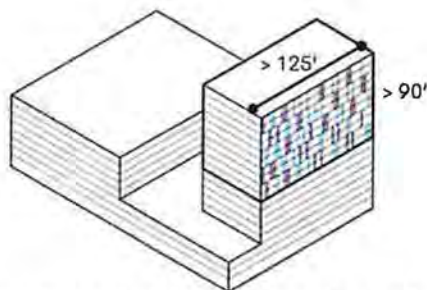
**Change in plane paired with:
one massing (change in height) and
two articulation or material strategies**



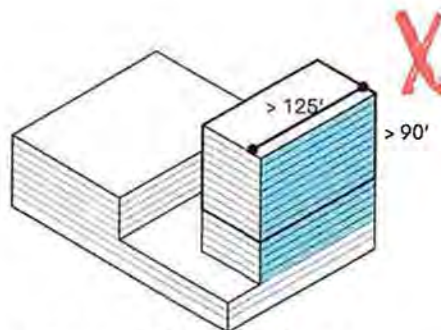
**Notch paired with:
one massing (change in height) and
two articulation or material strategies**



Modulation



**Contrasting materials or colors with vertical
articulation offset permitted for Parcel W3/4**



**Flat facades over 125' in length are
not permitted**

Isometric

FIGURE 5.57: Tower long facade design



Change in plane with change in material, scale and height



Notch with change in material, scale and height



Modulation

FIGURE 5.58: Tower long facade design examples



Contrasting colors with vertical articulation offset



FIGURE 5.59: Tower relationship to mid-rise

FIGURE 5.60: Tower corner landmark treatment examples

Tower Design

Consider the massing relationship between the tower and mid-rise. It could range from the tower sitting on a defined Base Zone to being one contiguous vertical element from grade to roof. Also consider designing tower facades to be integrated or complementary with mid-rise facade requirements of modulation, articulation, and materials. See Figure 5.59 for examples.

Consider prioritizing tower edges that have high visibility for strategies such as sculpting, chamfered, rounded, or tapered corners, balconies and terraces, distinct articulation, or materials. See Figure 5.60 for examples.

Tower sculpting can contribute to improving environmental comfort through stepbacks, staggers, horizontal projections like balconies and canopies, and other windbreak design features.

ROOFS

5.15 Roof Elements

This section highlights roof element requirements and considerations for all new construction.

Standards

S5.15.1 Mechanical screening. For all new construction, the rooftop mechanical screening shall be at least equal in height to the mechanical equipment that it screens. Mechanical screening taller than the parapet (or finished roof, for roofs without a parapet) shall stepback at a ratio of one foot horizontal from exterior walls for every vertical foot above the maximum height limit of the building. New construction mid-rise frontages abutting the existing Stonestown Galleria are exempt from the setback requirements. Additional exceptions to the setback requirements are noted below.

Mechanical screening is permitted to be flush with the Predominant Building Facade up to a maximum of 20 percent of the facade length or up to 40 linear feet as measured in plan, whichever is lower. Flush screening shall be designed as an accent treatment to express height variation and include at least one of the strategies listed below:

- The enclosure or screening is designed as an extension of the building form and an integral part of the overall building design, and its cladding and detailing is comparable

in quality to that of the rest of the building.

- The screening is designed with accent lighting or art treatment that enhances the overall form and composition of the building's facade.

Off-street parking shall only be permitted on unenclosed rooftops when the parking area is screened with fencing, trellises and/or landscaped screening features such that parked vehicles cannot be easily viewed from adjacent buildings or public vantage points.

See Figure 5.61 for more details and S5.3.3 for the maximum permitted height of mechanical screening.

S5.15.2 Enclosed spaces. For all new construction, enclosed spaces related to recreational and retail use on the roof shall stepback at a ratio of one foot horizontal from exterior walls for every vertical foot above the maximum height limit of the building. New construction mid-rise frontages abutting the existing Stonestown Galleria are exempt from the setback requirements. Additional exceptions to the setback requirements are noted below.

Enclosed spaces are permitted to be flush with the Predominant Building Facade up to a maximum of 20 percent of the facade length or up to 40 linear feet as measured in plan, whichever is lower. Flush enclosed spaces shall

be designed as an accent treatment to express height variation including at least one of the strategies listed below:

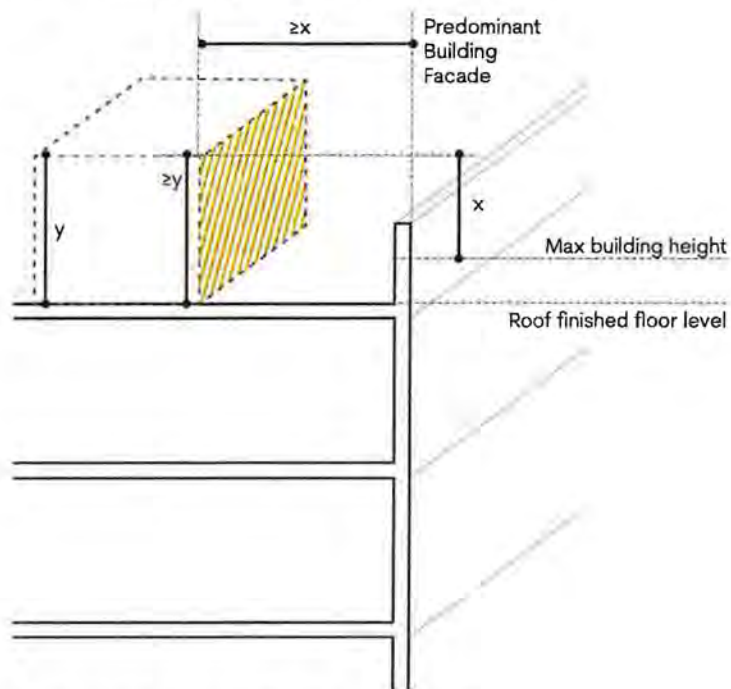
- The enclosure is designed as an extension of the building form and an integral part of the overall building design, and its cladding and detailing is comparable in quality to that of the rest of the building.
- The enclosure is designed with accent lighting or art treatment that enhances the overall form and composition of the building's facade.

See Figure 5.61 for more details and S5.3.3 for the maximum permitted height of enclosed spaces.

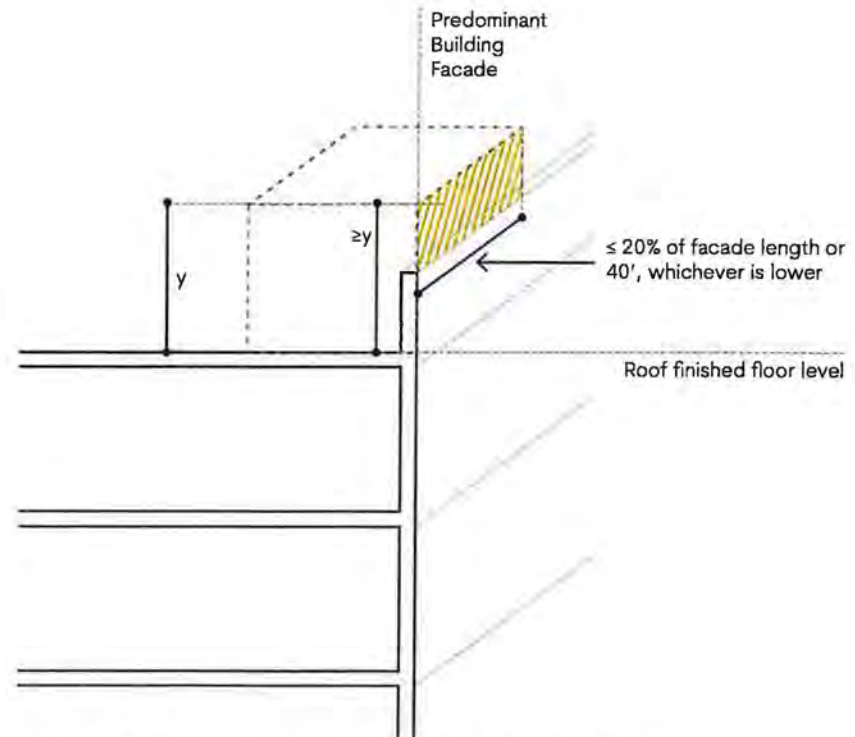
Living Roofs

Living roofs provide a suite of benefits to the inhabitants and to the environment. Consider targeting 50 percent of roof areas for living roofs wherever feasible to support pollinator habitat with native plants comprising most of the plant palette, including brightly colored native plants that flower across at least three seasons. Living roofs may also provide additional uses such as a community garden to support urban agriculture in the neighborhood.

1:1 horizontal setback required for mechanical screening and enclosed spaces per vertical foot above max height



Mechanical screening/enclosed spaces that are setback



Mechanical screening/enclosed spaces that are flush with the Predominant Building Facade

FIGURE 5.61: Mechanical screening and enclosed spaces that exceed the maximum building height

Legend

- Mechanical equipment/enclosed spaces
- //// Mechanical screening
- $\geq x$ Mechanical screening/enclosed space minimum setback
- $\geq y$ Mechanical screening minimum height

TOWNHOMES

5.16 Townhome Architecture

In addition to the requirements included in this section, the following referenced standards and guidelines are also applicable to townhome design:

- S5.6.1 Window depth
- S5.6.2 Upper floor Blank Walls
- S5.7.1 Preferred materials
- S5.7.2 Curtain walls
- S5.7.3 Window glazing
- S5.8.1 Ground floor height
- S5.8.2 Ground floor articulation
- S5.8.6 Entry design
- S5.8.7 Transition Zone
- S5.8.8 Ground floor Blank Walls
- G.5.8.1 Ground floor unit expression
- S5.10.1 Occupiable projections
- S5.15.1 Mechanical screening



Greenway Park East townhomes illustrative visualization

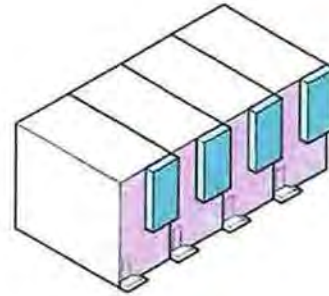
Standards

S5.16.1 Townhome expression. Townhomes shall be designed to express individual units through separated entrances, stoops, or patios.

S5.16.2 Townhome facade design. Townhomes shall create depth and variation through a minimum of one of the following strategies:

- Each townhome shall incorporate modulation with a minimum average depth of three feet and minimum width of five feet. Modulation shall cover a minimum of 20 percent of the individual townhome facade area. Modulation shall be paired with a change in material from the Predominant Building Facade.
- Adjacent townhomes shall incorporate a change in plane of minimum three feet, paired with a change in the primary material (material used for more than 50 percent of the facade), excluding glazing.

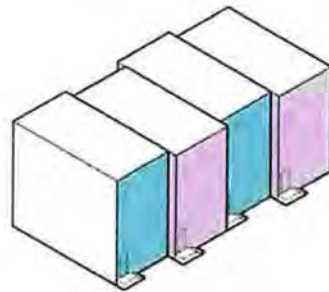
See Figure 5.62 for examples.



Townhomes with a minimum of 20% modulation paired with material change

Legend

- Predominant Building Facade
- ≥ 20% Modulation



Townhomes with a change in plane from paired with material change

Isometric

FIGURE 5.62: Townhome examples

Legend

- Townhome one
- Townhome two with ≥ 3' change in plane



Townhomes with a minimum of 20% modulation paired with material change

Townhome Character

Consider balancing contemporary architecture design with inspiration from San Francisco's fine grain residential fabric and the surrounding contexts of the Merced Manor and Lakeshore neighborhoods. Look out for false historicism and replication.

PARKING AND LOADING

The following standards and guidelines guide the treatment and design for off-street parking and loading within the podium of new construction. Additional requirements for standalone parking garages are outlined in Section 5.17. Standalone parking garages are exempted from the following standards:

- S5.4.1 Streetwall
- S5.7.1 Preferred Materials
- S5.8.5 Building entries
- S5.8.6 Entry design
- S5.9.1 Massing Reduction
- S5.9.3 Volumetric Break
- S5.10.1 Modulation for facades over 200 feet
- S5.10.3 Modulation enhancement for facades over 300 feet
- S5.10.4 Roofline modulation
- S5.17.3 Parking ground floor.
- S5.17.6 Parking and loading entry ramping.
- S5.17.8 Width of parking and loading entries
- S5.17.9 Parking and loading entry design.

See the Stonestown Transportation Demand Management Plan for measures related to the provision of Class one bicycle parking.



20th Avenue parking and loading illustrative visualization

5.17 Off-street Parking and Loading

Standards

S5.17.1 Standalone parking garage facade treatment. New construction standalone parking garage facades facing streets and Primary Open Spaces shall incorporate at least one of the following facade treatment strategies:

- Strategy 1: A minimum of 90 percent of the facade area, excluding fenestrations and openings, shall incorporate one of a combination of the following:
 - Use of Preferred Materials
 - Facade articulation with a minimum depth of six inches
 - Art – including murals, sculpture, lighting, and signage (see Chapter 6: Lighting and Signage)
- Strategy 2: A minimum of 30 percent of the facade area shall incorporate modulation with a minimum average depth of three feet, and a minimum width of five feet.

S5.17.2 Standalone parking garage ground floor. Street-facing ground floors of new construction standalone parking garages shall either be wrapped with active uses or be designed to screen parking from the adjacent streets through architectural strategies such as use of Preferred Materials, facade articulation and architectural elements, planting and living walls, and art – including murals, sculpture, lighting,

signage (see Chapter 6: Lighting and Signage). See Figure 5.63 for examples of uses and treatments to wrap the ground floors of parking garages. See Table 2.3 for Active Use definition.

S5.17.3 Parking ground floor. All new construction shall be wrapped with uses as defined in Table 2.1 and 2.2. Service uses shall be limited to uses that require direct exterior access. Standalone parking garages are exempted from this standard. See S5.17.2 for standalone parking garage design requirements.

S5.17.4 Public parking pedestrian egress. Off-street public parking in new construction shall provide pedestrian egress that is accessible from the sidewalk and physically separated from the vehicular entry.

S5.17.5 Parking and loading entries. New construction vehicular parking and loading entries shall be aligned with or minimally setback from the ground floor facade to the extent feasible.

S5.17.6 Parking and loading entry ramping. New construction ramps at the parking and loading entry shall be fully within the building facade. Ramping shall have a maximum three percent slope within the first eight feet in length as measured from back of sidewalk to improve visibility from vehicles exiting the garage. Standalone parking garages are exempted from this standard.

S5.17.7 Parking and loading design for conversion. For potential future conversion of parking spaces to alternative uses, new construction off-street parking at ground floor shall be level and not sloped. Standalone parking garages are exempted from this standard.

S5.17.8 Width of parking and loading entries. Off-street parking one-way entries and townhome parking entries are restricted to a maximum width of 11 feet. Two-way parking entries are restricted to a maximum width of 22 feet. Loading entries are restricted to a maximum width of 15 feet.

Shared openings for parking and loading are encouraged. The maximum permitted width of a shared parking and loading garage opening is 27 feet. Standalone parking garages are exempted from this standard.

S5.17.9 Parking and loading entry design. New construction parking and loading entries shall be integrated into the overall architectural design and treatment of the facade through materials, color, complementary facade patterning, or comparable architectural elements.

S5.17.10 Class one bicycle parking location.

Class one bicycle parking for new construction shall be located with clear and direct access, allowing a bicyclist safe and convenient access to and from the bicycle parking facility. Class one bicycle parking shall be located in accordance with the following:

- Near a building entry or where conveniently accessible from a building entry with a clear pathway
- At grade or within one floor above or below grade, adjacent to an elevator or ramp for ease of access. Use of elevators to access bicycle parking spaces shall be minimized to the extent feasible

See the Stonestown Transportation Demand Management Plan for additional information on Class one bicycle parking.



FIGURE 5.63: Parking garage ground floor wrap



The Commons
© Design District

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OVERVIEW

Well-integrated lighting and signage enriches the pedestrian experience, elevates the ambiance of place, and ensure safety for residents and visitors. Lighting and signage design strategies work in tandem with open space, streetscape, and building design to reinforce connectivity and cohesiveness.

Unlike other mixed-use neighborhoods, this Project surrounds and is anchored by a regional retail destination, Stonestown Galleria, that serves the city and beyond. As such, and due to the decreased visibility of the Stonestown Galleria from 19th Avenue, retail signage is integral to the continued success and wayfinding of this Project.

To respect non-retail uses adjacent to the Project, while recognizing the importance of signage and visibility to the long-term success of the Project, standards and guidelines for lighting and signage have specifications on scale, frequency, use, placement, and character.



FIGURE 6.1: Lighting and signage past, present, and future at Stonestown Galleria

LIGHTING

6.1 Lighting Overview

This section sets out lighting design requirements in relation to context, comfort, and atmosphere while considering safety, performance, energy, and light pollution as shown in Figure 6.2. The use of energy efficient lighting is encouraged throughout the Project. The following standards and guidelines establish the Project lighting controls.

Regulatory Documents

In addition to the standards and guidelines in this document, the function and design of lighting are informed by applicable provisions of the following City regulatory documents.

San Francisco Public Utilities Commission Streetlight Guidelines

Provides general guidance and requirements for the design and installation of streetlights within the City and County of San Francisco.

San Francisco Standards for Bird-safe Buildings

Provides requirements for building facade treatment and lighting. Encourages more bird-safe practices such as shielding unnecessary light, avoiding beacon effect and blind spots, and minimizing up-lighting or event search lights.

Terms

- **Light trespass.** Light trespass is direct light spillage from an unshielded light fixture in unwanted or unintended areas.
- **Light pollution.** Light pollution is excessive use of artificial light that spills into the sky.
- **Glare.** Glare is excessive bright light emitted by fixtures that causes impairment to sensory and visual performance.
- **Projected Light.** Projected Light refers to the use of image and / or video projection to create a special effect on the street, open space, and building surfaces. Projection can be front or rear projected. Projection is separate and excludes Video Signs as defined in Section 6.4.
- **Digital Art and Display.** Digital Art and Displays refer to a range of lighting use in art, specialty features, displays, and building surfaces where image and / or video is lit from the source. Digital Art and Display is separate and excludes Video Signs as defined in Section 6.4.

Standards

S6.1.1 Light pollution, trespass, and glare.

Lighting design shall minimize light pollution and light trespass within and outside the Project. Backlight, Uplight, and Glare (BUG) shall meet the criteria established in Title 24 California Building Code.

S6.1.2 Energy efficient lighting fixtures.

Performances of lighting fixtures and bulbs shall comply with the minimum energy efficiencies required by Title 24 California Energy Code.

S6.1.3 Projected Light. As shown in Figure 6.3 and Figure 6.4, permanent and temporary Projected Light to support activation fronting open spaces shall be permitted for uses such as:

- Architectural feature lighting
- Projection art
- Live-streaming
- Movie screening
- Announcements for community events
- Interpretive historic, cultural, or art programming

Projected Light shall not permit general advertising or business and tenant advertising. Projected Light shall permit the use of artist, organization, and sponsorship names relative to the contents. The contents for Projected Light may be static or non-static.



Open space lighting



Building lighting



Building lighting at the ground floor



Open space and building lighting

FIGURE 6.2: Lighting examples

S6.1.4 Projected Light location. Projected Light shall be permitted in the following locations to enhance visual effect of facades, open space, and streets and provide illumination for safety:

- 20th Avenue between Winston Drive and Street A
- Building facades fronting Primary Open Spaces, Secondary Open Space, and mid-block passages
- Temporary screens, specialty feature, hardscape surfaces or art elements within open spaces

Light sources shall be shielded to minimize both light trespass and glare directly into residential units and office spaces. Uplighting beyond the illuminated surfaces and Projected Light on residential units shall not be permitted.



Projected Light on street



Projected Light on art

FIGURE 6.3: Projected Light examples



Digital Art and Display on buildings



Projected movie screening

FIGURE 6.4: Project Light and Digital Art and Display examples

S6.1.5 Digital Art and Display. As a lighting element, Digital Art and Display shall be permitted to be integrated into art and specialty features in the public realm and on building facades for S-MU buildings as shown in Figure 6.4. To support activation fronting open spaces, Digital Art and Display shall be permitted for uses such as:

- Live-streaming
- Movie screening
- Announcements for community events
- Interpretive historic, cultural, or art programming

Digital Art and Display shall not permit general advertising of business and tenant advertising and names. Digital Art and Display shall permit the use of artist, organization, and sponsorship names relative to the contents. The contents for Digital Art and Display may be static or non-static.

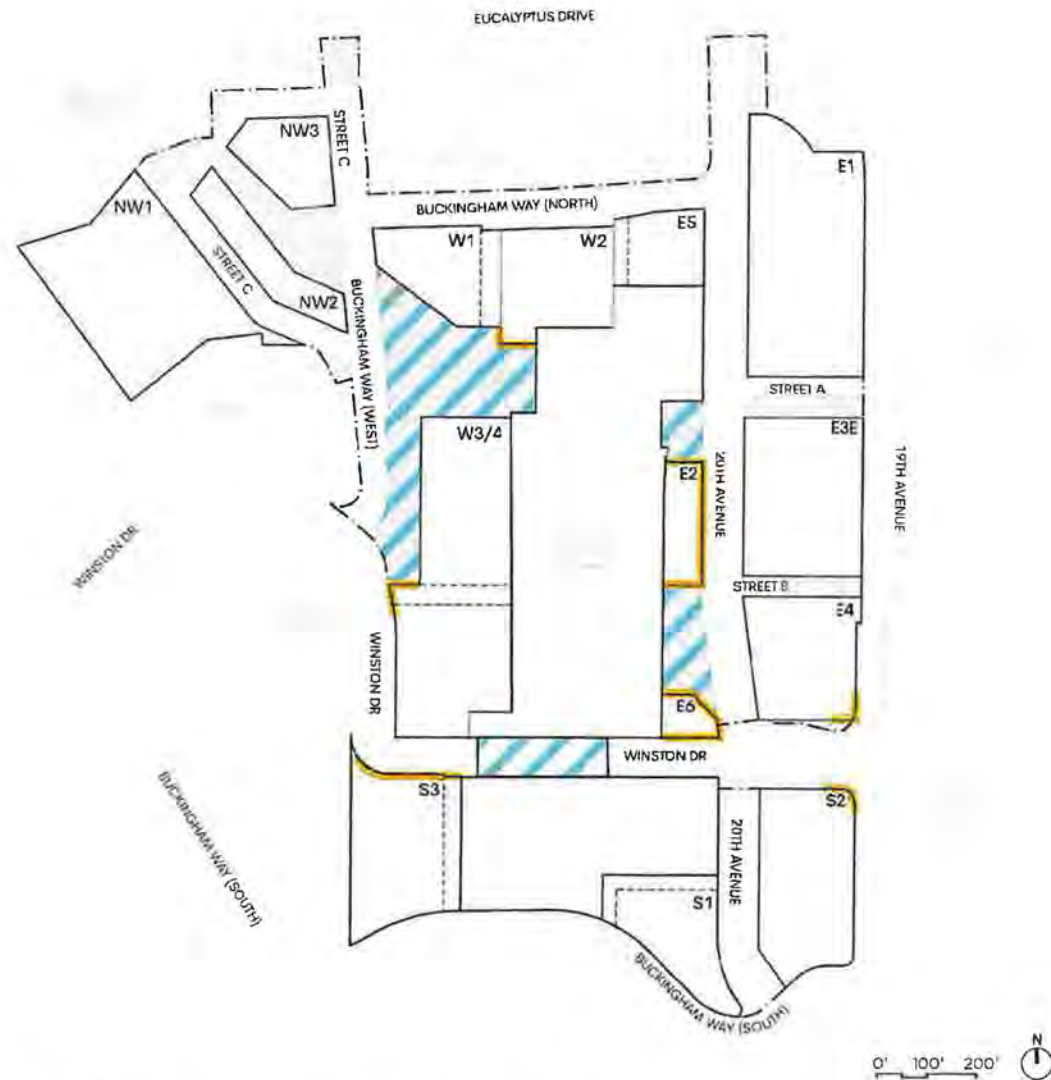


FIGURE 6.5: Permitted locations for Digital Art and Display

S6.1.6 Permitted location of Digital Art and Display. Digital Art and Display application shall be limited on building facades of S-MU buildings and open spaces indicated on Figure 6.5. Light sources of Digital Art and Display shall be shielded to minimize light trespass and glare directly into residential units. Light sources shall be shielded to minimize both light trespass and glare directly into residential units and office spaces.

Guidelines

S6.1.7 Lighting level. Lighting shall be provided at the level in accordance with the Model Lighting Ordinance by Illuminating Engineering Society (IES) and International Dark-Sky Association (IDA) lighting guidelines. The Project shall be classified between Lighting Zone 2 (LZ2 - residential mixed-use district) and Lighting Zone 3 (LZ3 - commercial mixed-use district) based on predominant land use designation.

Temporary Lighting Infrastructure

To support temporary and seasonal lighting installations in the Primary Open Spaces, mid-block passages, and streets, power sources are encouraged to be provided via electrical boxes mounted on buildings or embedded in street and open spaces. Power sources may be secured to prevent tampering. In addition, the inclusion of support structures such as anchors and tension cables for temporary lighting are recommended.

6.2 Public Realm Lighting

Lighting in the public realm reinforces active ground floors, vibrant public life, and safety at the pedestrian level by providing sufficient lighting to navigate by all modes of transportation. Varied experiences can be achieved by setting clear hierarchy, lighting levels, and fixture types.

The following standards and guidelines apply to lighting within streets and open spaces.

Open Space Lighting

Standards

- S6.2.1 Pedestrian and cyclist level lighting.** All pedestrian pathways and bicycle facilities within the Project shall provide lighting focused on illuminating the path of travel and light fixtures that minimize light trespass and uplighting. The lighting level shall be designed to allow recognition of others along the same path of travel. Transit stops, bicycle racks/banks, and micro-mobility hubs shall be well-lit and clear of vertical obstacles for visibility from all sides.
- S6.2.2 Mid-block passage lighting.** Lighting for mid-block passages shall provide clear visibility from end to end of mid-block passages.

S6.2.3 Lighting at Stonestown Galleria entry points. Pathways to east-west entries to Stonestown Galleria as shown on Figure 6.9 shall be well-lit during open hours and accompanied by wayfinding components for safe and intuitive navigation in adjacent open space and streets. See S6.5.1 for requirements on signage at Stonestown Galleria main entries provided within adjacent open spaces.

Guidelines

- G6.2.1 Lighting zones and characters.** Lighting levels, distribution, and fixture types influence the identity and character of open spaces and streets. Lighting provided in the public realm shall be designed around primary functions and uses of the space. See Figure 6.6 and Figure 6.7 for illustrative public realm lighting zones as defined below.
- Zone 1: Urban (pedestrian-oriented). Opportunity for feature lighting that may serve the requirements for open space specialty feature or art (see Section 3.2).
 - Zone 2: Neighborhood (pedestrian-oriented). Light levels shall be bright enough in areas of neighborhood amenities and pathways in the evening.

- Zone 3: Passage (pedestrian-oriented). Opportunity for building lighting, overhead lighting, specialty feature or art as a ceiling feature. See Section 3.5 for mid-block passage standards and guidelines.
- Zone 4: Winston Drive (pedestrian- and vehicular-oriented). Illuminate Winston Drive and the space below Stonestown Galleria bridge parcel to provide clear visibility for pedestrians and cyclists at all hours.

Atmospheric Lighting

Atmospheric lighting is encouraged to provide illumination in areas that host open space components and street seating to support comfort, safety, and visibility after sunset. This includes performance area, plaza, multi-use lawn, micro-mobility hub, active recreation, play elements or structure, community or habitat garden, specialty features or art, dog play area, and area for seating. See Section 3.2 for a full description of open space components.

Legend

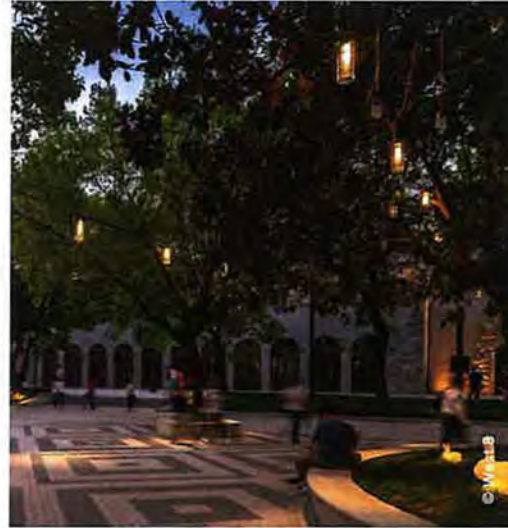
- Zone 1: Urban (pedestrian-oriented)
- Zone 2: Neighborhood (pedestrian-oriented)
- Zone 3: Passage (pedestrian-oriented)
- Zone 4: Winston Drive (pedestrian- and vehicular-oriented)



FIGURE 6.6: Public realm lighting zones



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© SITE LAB urban studio

Pedestrian-level focused lighting

Open space lighting

Overhead lighting

FIGURE 6.7: Public realm lighting examples

Street Lighting

Standards

S6.2.4 Street lighting locations. All streetlight poles shall be located in the Furnishing Zone and not obstruct pedestrian flow or loading and unloading of people and goods. Refer to Section 4.7 for more information on street Sidewalk Zones.

S6.2.5 Street lighting fixtures on streets. The lighting system for public and private streets and intersections shall be consistent in performance with the San Francisco Public Utilities Commission Streetlight Guidelines. Fixtures within streets shall adhere to SFPUC guidelines and shall be selected from SFPUC Streets Catalog or be an approved alternate.



Street lighting fixture



Street lighting as specialty feature or art

FIGURE 6.8: Street lighting examples

Lighting Level

Lighting on streets encouraged to provide light level appropriate and adequate for ground floor and public realm activities and recognition of others in the same space as shown in Figure 6.8. Lighting design may allow for a range of light levels and hierarchy consistent with street characters and functions defined in Chapter 4: Streets.

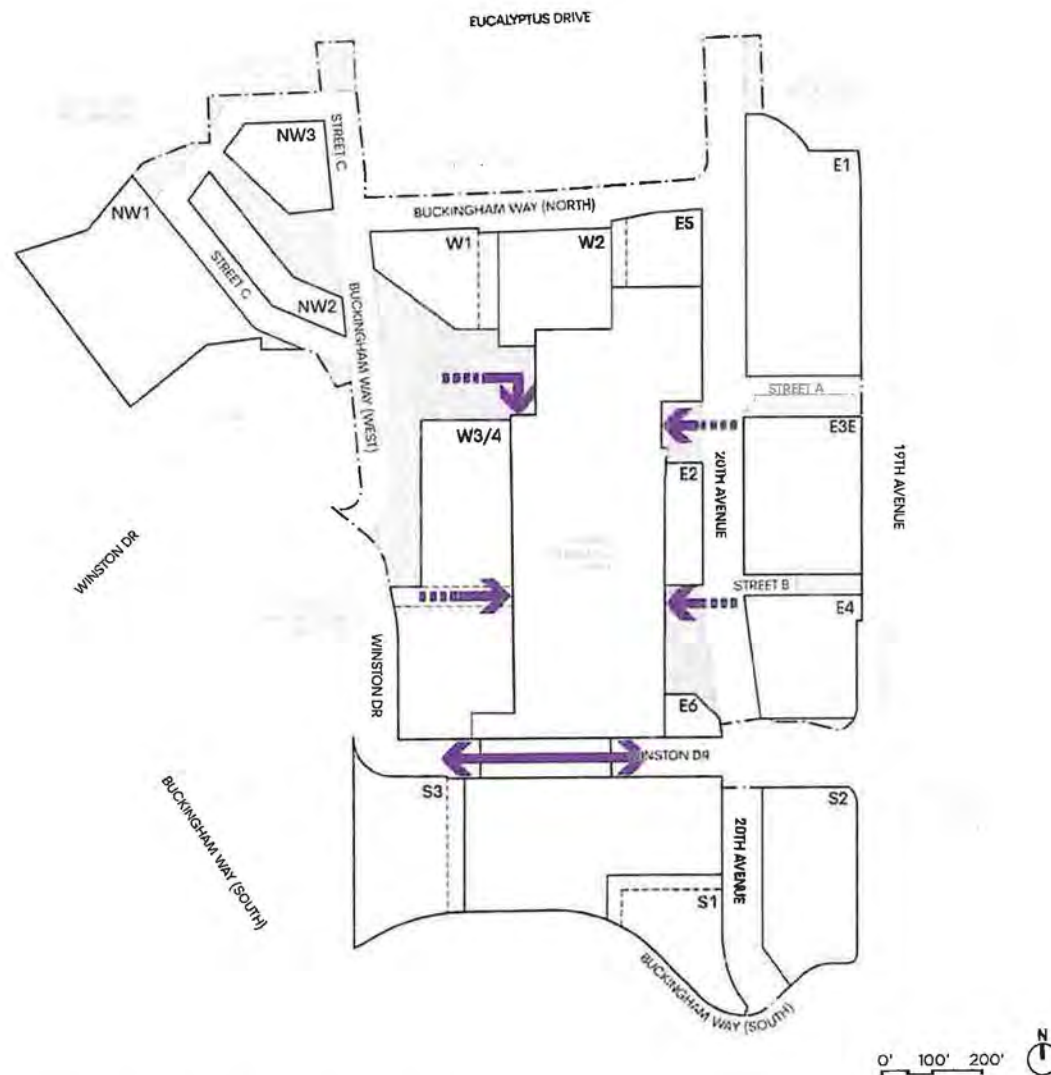


FIGURE 6.9: Stonestown Galleria entry points

Legend

➡ Stonestown Galleria east-west entry points

6.3 Building Lighting

The Project promotes the creative use of lighting for buildings to engage with the public realm, support comfort and safety, and highlight areas of importance such as building features, signs, entrances, and walkways. Standards and guidelines listed below pertain to lighting for buildings.

Standards

- S6.3.1 Prohibited lighting.** Strobe lights on buildings are prohibited.
- S6.3.2 Entry lighting at residential buildings.** Entry points to residential buildings such as doorways, stoops, and parking entries shall be well-lit for visibility from directions of approach for safety.

Guidelines

- G6.3.1 Parking garage upper-level lighting.** Light trespass and glare from parking garage towards adjacent residential buildings shall be minimized. Treatments include but are not limited to screening and shielding of light sources.



Building lighting



Accent lighting on building

FIGURE 6.10: Building lighting examples

Accent Lighting

Accent lighting of architectural and artistic features on building facades is encouraged. Lighting of architectural design features such as walls and soffits should be applied while limiting light trespass and glare from the light source. Accent lighting may incorporate art and emerging technologies as shown in Figure 6.10.

SIGNAGE

6.4 Signage Overview

A cohesive wayfinding and building signage design provides important visual cues to help residents and visitors navigate the Project and Stonestown Galleria, identify transit and access options, and locate nearby destinations. The character and quality of these signs contribute to the visual appeal of open space, streets, and building design. Signs within the Project are compatible with surrounding non-retail uses, while supporting wayfinding to and within the neighborhood and community at large. Signs on the perimeter of the Project are at a scale appropriate to the arrival modes.

This Project is part of the "Stonestown Special Sign District (SSD)" established in San Francisco Planning Code Section 608.XX. The Special Sign District includes the Project plus the existing Stonestown Galleria and the area bounded by Eucalyptus Road to the north, 19th Avenue to the east, Buckingham Way to the south and west as shown on Figure 6.11 and designated on Section Map SSD of the Zoning Map of the City and County of San Francisco.

In recognition of the decreased visibility of the existing Stonestown Galleria from 19th Avenue as a result of the Project's development, the SSD was adopted to provide adequate signage opportunities for the Stonestown Galleria, and clarifies that signs directing attention to Tenants and Businesses located within the Stonestown Galleria can be located on signs constructed on parcels or land within the SSD that are owned by an affiliate of the owner of the Stonestown Galleria and contiguous to the Stonestown Galleria.

Signage on Stonestown Galleria is subject to

the controls set forth in the Stonestown SSD; however, the Stonestown Galleria is not subject to this DSG or the SUD.

Regulatory Documents

The design of signage conforms to guidance of relevant regulatory documents as follows:

San Francisco Better Streets Plan

SF BSP outlines purposes of streetscape signage and promotes development of a signage plan on a neighborhood basis specific to the needs of the district. The document sets a hierarchy of signage types from gateway markers, neighborhood orientation signs, interpretive signs, to directional wayfinding signs.

Other relevant regulatory documents

- CA Manual on Uniform Traffic Control Devices
- SFMTA Standard Street and Transit Signs

Terms

If not explicitly superseded by the definitions established below or elsewhere in the SSD, the definitions in Planning Code Section 602 shall apply. In addition to the specific definitions set forth elsewhere in the Stonestown SSD, the following definitions shall govern interpretation of this Section.

- **Sign Area.** Sign Area shall be defined as set forth in S6.4.1.

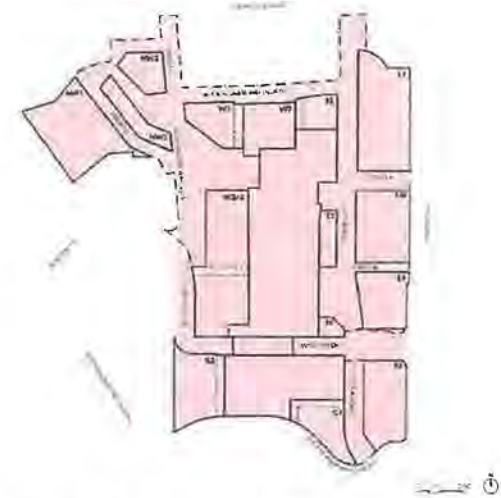


FIGURE 6.11: Stonestown SSD

Legend

Stonestown Special Sign District (SSD)

- **Site Signage.** Signage that communicates the site identity and does not include a particular business or tenant name.
- **Tenant and Business Signage.** Signage that communicates the names of tenants and businesses within Stonestown Galleria and other commercial and retail uses within the Stonestown SSD, or which directs attention to the primary business, commodity, service, industry or other activity which is sold, offered, or conducted by such tenant, or business. Where a number of businesses, services, industries, or other activities are conducted by such tenant or business, or a number of commodities, services, or other activities with different brand names or symbols are sold by the tenant or business, up to one-third of the area of a Tenant and 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 Tenant and Business Sign, provided that such advertising is integrated with the remainder of the Tenant and Business Sign, and provided also that any limits which may be imposed by this SSD on the area of individual Signs and the area of all Signs on the property are not exceeded. Any Tenant or Business Signage for any tenant or business located within the Stonestown Galleria shall not be considered a General Advertising Sign for purposes of this SSD if such signage is constructed on parcels or land within the SSD that are owned by an affiliate of the owner of the Stonestown Galleria and

contiguous to the Stonestown Galleria, and that are used primarily to provide pedestrian, bicycle, vehicular, or parking access to the Stonestown Galleria Mall.

- **Wayfinding Signage.** Wayfinding Signage directs users to destinations within and around the site including Stonestown Galleria tenants, businesses, amenities, and transit options. Wayfinding Signages, including Freestanding Vehicular Directional Signage and Freestanding Pedestrian / Cyclist / Transit-User Directional Signage, Public Parking Signage, Parking Garage Signage, within the Stonestown SSD, are considered Noncommercial Signs and are exempted from the requirements set forth in the Stonestown SSD and this DSG, Article 6 of the Planning Code, or any other City regulations. This DSG includes recommendations regarding Wayfinding Signage, but the recommendations are not mandatory and are not subject to regulation by the City.
- **Interpretive Signage.** Interpretative Signage elevates experiences around local culture and history, health and wellness, native plants and habitats, and environmental stewardship.
- **Open Space Signage.** Open Space Signage is an informational plaque that contains operational and contact information located in Primary Open Space.
- **Freestanding Signage.** Freestanding Signage refers to signs not supported by a building. Freestanding Signage may include Site Signage, Tenant and Business Signage, and Interpretive Signage.

- **Freestanding Gateway Signage.** Signage located at selected major intersections and corridors into the Stonestown SSD meant to signal the presence of the Project and from a distance.
- **Primary Freestanding Gateway Signage.** Primary Freestanding Gateway Signage" means Freestanding Gateway Signage located at the major thresholds of the Project at the intersections on the perimeter of the Project at Winston Drive and 19th Avenue and at Winston Drive and Buckingham Way, as well as 19th Avenue Signage Zone.
- **Secondary Freestanding Gateway Signage.** Freestanding Gateway Signage located at the intersections of Neighborhood Commercial Street and Neighborhood Residential Street and key corners within and on the perimeter of the Project.
- **19th Avenue Signage Zone.** The area of the SSD on 19th Avenue from Eucalyptus Avenue to Buckingham Way South which runs from the edge of the Caltrans Right of Way to the midblock of the parcels facing 19th Avenue.
- **Freestanding Vehicular Directional Signage.** Wayfinding Signage located at intersections that supports navigation by vehicle to site destinations and parking locations.
- **Freestanding Pedestrian / Cyclist / Transit-user Directional Signage.** Wayfinding Signage that supports navigation of pedestrian, cyclist, and transit users throughout Stonestown SSD that contain essential navigational content viewable at a close distance.

- **Public Parking Signage.** Wayfinding Signage on buildings that indicates publicly available parking throughout the Stonestown SSD.
- **Parking Garage Signage.** Wayfinding Signage on parking garages serving the Stonestown Galleria and the Project.
- **Video Sign.** Video Signs are signage type that displays, emits, projects, or is readily capable of displaying, emitting, projecting a visual representation or other rolling static images at intervals of Tenant and Business names associated fonts and logos. Video Sign may be part of Wall Signs and Freestanding Signage. Video Signs do not include live-streaming, movie screening, announcement for community events, interpretive historic, cultural, or art programming, which are considered Projected Light and Digital Art and Display and are governed by Section 6.1 of the DSG. Video Signs may not change the visual representation, including animation, motion, other rolling static images, or any representation thereof, any more frequently than once every 60 seconds when fronting a publicly-owned right of way, or every 15 seconds when fronting a privately-owned public right of way.

TABLE 6.1: Sign Area

SIGNAGE TYPE	ALL SIGNAGE EXCEPT ON WINDOWS, AWNINGS, AND MARQUEES	ALL SIGNAGE ON WINDOWS	ALL SIGNAGE ON AWNINGS AND MARQUEES
Sign Area	The entire area within a single continuous rectangular perimeter formed by extending line bounding the extreme limits of writing, representation, or emblem, excluding the necessary supports on which such sign is placed. Where a sign has two or more faces, the area of all faces shall be counted towards the area of the sign, except where two such faces are placed back-to-back and are at no point more than two feet from one another. The Area of the Sign shall be taken as the area of one face if the two faces are of equal area, or as the area of the larger face if the two faces are of unequal area.	The area of any sign painted, printed, or adhered directly on a window shall be the area within a rectangular perimeter formed by extending lines bounding the extreme limits of writing, representation, or any figure of similar character depicted on the surface of the window.	The area of any sign on an awning or marquee shall be the total of each face on all surfaces of the structure. All sign copy on each face shall be computed within one rectangular perimeter formed by extending lines bounding the extreme limits of writing representation, or any figure of similar character depicted on the surface of the face of the awning or marquees.

Standards

S6.4.1 Sign Area. Sign Area shall be calculated based on the sign type as identified in Table 6.1.

S6.4.2 Exempted signs. In addition to exempted signs identified in Planning Code Section 603, the following signs shall also be exempted from the requirements of the Stonestown SSD, this DSG, or any other applicable provisions of Article 6 of the Planning Code: (a) Wayfinding Signs; and (b) Temporary signs such as display posters, programming, and events announcements that are located within the roofline of the building to which they are affixed and are up 60 or 90 days shall be exempted from the requirements. Temporary signs shall be promptly removed upon completion of the activity to which they pertain. As noted above, this DSG includes certain Considerations regarding Wayfinding Signage which are recommendations and are not mandatory.

S6.4.3 Prohibited signs. The following sign types shall be prohibited in the Stonestown SSD: general advertising signs (except as permitted pursuant to Planning Code Section 603 and 611), roof signs, wind signs, revolving signs, balloon signs, inflated signs, and periodically and repetitively flashing light signs that are not Video Signs.

S6.4.4 Sign illumination. All signs in Stonestown SSD shall be permitted to be non-illuminated, indirectly, or directly illuminated subject to the controls in lighting Section 6.1, 6.2, and 6.3.

Guidelines

G6.4.1 Sign orientation. Signs within the Stonestown SSD shall be primarily oriented toward the public realm at ground level and closely located the primary circulation to guide and enhance pedestrian experience.

G6.4.2 Sign visibility. Signs shall be scaled to arrival modes and the proportions of activities that take place in adjacent street and open spaces. Signs shall not obstruct views from the residential and commercial buildings or views into Stonestown Galleria and Primary Open Spaces to the extent feasible to fit within the scale of the built environment.

6.5 Public Realm Signage

The following standards establish permitted public realm signage within the Stonestown SSD for Freestanding Signage and Interpretive Signage. These signage types may be combined with one another if it meets the design and performance parameters identified in this Section.



Freestanding Gateway Signage



Freestanding Gateway Signage



Freestanding Vehicular Directional Signage



Freestanding Pedestrian / Cyclist / Transit-user Directional Signage

FIGURE 6.13: Public realm Freestanding Signage examples

Standards

S6.5.1 Freestanding Gateway Signage locations. Freestanding Gateway Signage shall be permitted in high-visibility and high-traffic locations as described in Table 6.2. Permitted locations of Freestanding Gateway Signage are shown on Figure 6.12.

S6.5.2 Freestanding Gateway Signage design. When both the Site Signage and Tenant and Business Signage co-exist, Freestanding Gateway Signage shall express the Site Signage as the primary content followed by Tenant and Business Signage through distinction in legibility, scale, color, and material.

Legend

- S-MU zoning district
- C-2 zoning district (Stonestown Galleria, excluded from the Project Site)
- Primary Freestanding Gateway Signs
- Secondary Freestanding Gateway Signs
- 19th Avenue Signage Zone



FIGURE 6.12: Public realm Freestanding Gateway Signage locations

TABLE 6.2: Permitted Freestanding Signage

SIGNAGE TYPE	SIZE (PER SIGN)	HEIGHT (PER SIGN)	LOCATION AND FREQUENCY		CONTENT
Freestanding Gateway Signage	Primary: Maximum 200 square feet (1)	Maximum 36 feet	Street frontage / Furnishing Zone / Building setback / 19th Avenue Signage Zone, in the locations as shown on Figure 6.12	Up to a maximum of six Primary Freestanding Gateway Signs anywhere within the 19th Avenue Signage Zone; Up to a maximum of one Primary Freestanding Gateway Sign at Buckingham (West) and Winston.	• Site Signage • Tenant and Business Signage
	Secondary: Maximum 100 square feet (1)	Maximum 20 feet	Street frontage / Furnishing Zone / Building setback, in the locations as shown on Figure 6.12	Up to a maximum of one Secondary Freestanding Gateway Sign at each of the following: • 20th Avenue and Eucalyptus Drive • 20th Avenue and Buckingham Way (South) • Buckingham Way (North) and Buckingham Way (West) • Winston Drive and Winston Drive (West) • Buckingham Way (South)	

Notes:

(1) Video Signs maximum 30 square feet in locations permitted in S6.5.2

Freestanding Gateway Signage

Freestanding Gateway Signages, when directly fronting a residential unit, is encouraged to be located generally perpendicular to such residential unit and adjust the height to minimize the visibility directly into residential spaces.

Freestanding Directional Signage

Freestanding Directional Signage, such as Freestanding Vehicular Directional Signage and Freestanding Pedestrian / Cyclist / Transit-user Directional Signage, may provide wayfinding and navigational content on Site, tenant and business names, destinations, ground floor uses, public-serving amenities and facilities, and vehicular and bicycle parking.

Freestanding Directional signage is encouraged to provide essential information in multiple languages, braille, and/or with voice guidance.

S6.5.3 Video Signs on Freestanding Signage.

Video Signs shall be permitted to include a display affixed to Freestanding Signage as indicated on Figure 6.14. These Video Signs are limited to 30 square feet in size per sign. Light sources of Video Signs shall be shielded to minimize light trespass and glare directly into residential units.

S6.5.4 Open Space Signage. Each Primary Open Space shall provide an Open Space Signage at the entrance or within the open space as identified in Zoning Administrator Bulletin No.8. The Open Space Signage shall contain open space logo, open space type, location, hours and days of operation, amenities, and maintenance contact information. These signs shall be clearly visible, translated (up to two additional languages), and include braille for essential directional and use information.

S6.5.5 Banner signs on utility poles. Banner signs on utility poles including lighting fixture shall be permitted throughout the site. On City-owned utility poles, banner signs shall follow SF Public Works Code Article 5.7.

S6.5.6 Portable signage. Portable signage, such as sandwich boards and valet parking signage, is permitted within the Stonestown SSD and is limited to one per business. All portable signage shall be located within Frontage Zones, Furnishing Zones, building setbacks, or open spaces fronting businesses.

Guidelines

G6.5.1 Video Sign on Freestanding Signage.

Freestanding Signs that integrate Video Signs shall be located generally perpendicular to residential buildings and shall be equipped with brightness control to minimize both light trespass and glare directly into residential and office spaces.



FIGURE 6.14: Video Signs examples on Freestanding Signage



Portable Signage for temporary events



Interpretive Signage highlighting history



Interpretive Signage highlighting environmental stewardship



Interpretive Signage highlighting native species

FIGURE 6.15: Interpretive and Temporary Signage examples

Interpretive Signage

Interpretive Signage, such as those shown in Figure 6.15, included within the Stonestown SSD is encouraged to focus on featuring cultural and historical, health and wellness, native plants and habitats, or environmental stewardship of the place. Interpretive Signage is encouraged to incorporate art, interactive features, multiple languages, tactile elements such as braille, and links to digital resources. Interpretive Signage may be permanently installed or seasonally rotated.

6.6 Building Signage

The standards and guidelines for building signs outlined in this DSG apply to buildings in the S-MU District, and do not apply to signage located on the Stonestown Galleria. Signage controls for signs located on the Stonestown Galleria are set forth in the Stonestown SSD, and Stonestown Galleria is not subject to this DSG or the SUD. Building signage complies with California Building Code Title 24 for ADA signage requirements.

Standards

S6.6.1 S-MU building signage. Subject to Table 6.3, buildings within the S-MU zoning district shall follow the number, area, height, and projection requirement as shown. For definitions of signage type, see Planning Code Section 602.

S6.6.2 Transparency on windows. All window signs in Stonestown SSD shall adhere to transparency controls in SF Planning Code Section 145.1 (C)(6).



Projecting Sign / Site Signage



Projecting Sign / Site Signage



Wall Sign / Site Signage



Wall Sign / Site Signage

FIGURE 6.16: Building signage examples

TABLE 6.3: S-MU building signage

SIGNAGE TYPE		NUMBER	SIGN AREA	HEIGHT (PER SIGN)	PROJECTION (PER SIGN)
Identifying Sign		Maximum one wall or projecting sign per lot	Maximum 30 square feet (2)	Ground floor	Lesser than six feet or 75 percent of horizontal distance from property line to curb
Name Plate		Maximum one per non-commercial use	Maximum two square feet	N/A	N/A
Tenant and Business Sign	Window Sign	No limit	Not to exceed one-third of the window area (2)	N/A	N/A
	Wall Sign	No limit	Lesser of three square feet per linear feet of business street frontage or 150 square feet; and, with total wall sign coverage limited to 75 percent of wall surface excluding openings (2)	Lesser of 24 feet or height of lowest residential window sill on the wall above ground floor	N/A
	Projecting Sign	Maximum one per business	Maximum 32 square feet	Lesser of 24 feet or height of lowest residential window sill on the wall above ground floor	Lesser than six feet or 75 percent of horizontal distance from property line to curb Projecting signs shall not extend above the roofline
	Awning Sign	Maximum one per business	Maximum 40 square feet	See Planning Code Section 136	See Planning Code Section 136
	Marquee Sign	Maximum one per business	Maximum 40 square feet (2)	See Planning Code Section 136	See Planning Code Section 136
	Freestanding Sign (1)	Maximum one per lot	Maximum 30 square feet (2)	Lesser of 24 feet or height of lowest residential window sill on the wall above ground floor	N/A
Temporary Sign	Sale / Lease	Maximum one per business	Maximum 50 square feet (2)	See applicable business sign control above	See applicable business sign control above
	Under Construction / Alteration	Maximum one per business	Maximum 50 square feet (2)	See applicable business sign control above	See applicable business sign control above

Notes:

(1) Freestanding sign for Tenant and Business within S-MU building is prohibited on 19th Street frontage.

(2) Video Signs maximum 30 square feet in locations permitted in S6.6.3.

S6.6.3 Video Signs on S-MU buildings. Video

Signs shall be permitted to include a display affixed to building walls and windows as indicated in Figure 6.17. These Video Signs are limited to 30 square feet in size per sign. Light sources of Video Signs shall be shielded to minimize light trespass and glare directly into residential units.

Legend

— Permitted S-MU building facade for Video Signs

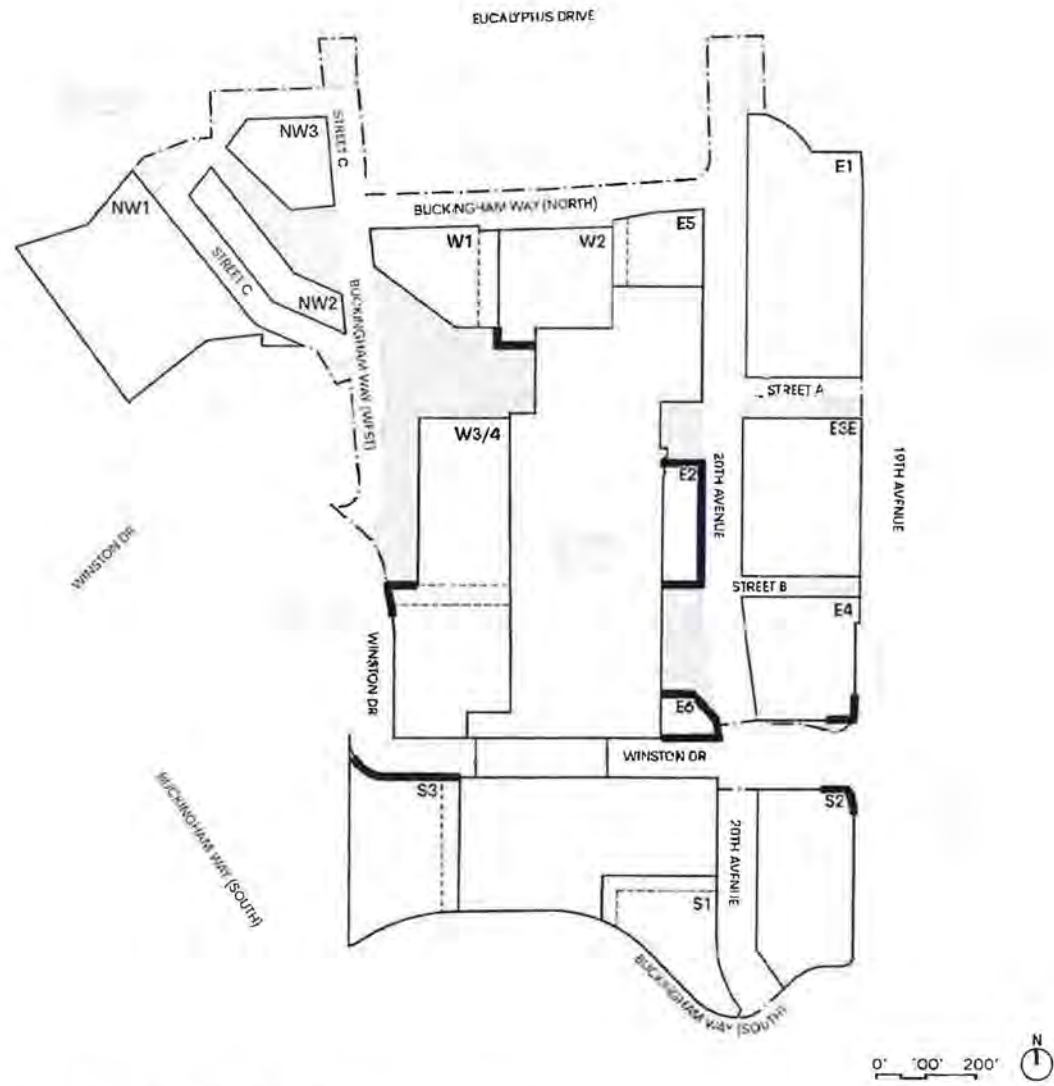


FIGURE 6.17: Permitted Video Signs on S-MU buildings

Guidelines

- G6.6.1 Building signage design.** Building signage design shall be compatible with the character of the buildings and take cues from the surrounding neighborhood and landscape.
- G6.6.2 Building signage identity and presence.** Building signage that signals the overall site identity and presence of tenants and business of Stonestown Galleria and other uses throughout the Stonestown SSD shall adapt to its own unique environment. These signs shall be strategically located with a goal of reducing overcrowding. See recommended materials and palettes for buildings, streets, and open spaces in respective chapters.
- G6.6.3 Preferred signage types.** To encourage variety and animate building facades, preferred signage types shall include small window signs, projection signs, wall signs, portable signs, and artistic expression within wall murals.
- G6.6.4 Video Sign on S-MU buildings.** S-MU building signage that integrate Video Signs shall be equipped with brightness control to minimize both light trespass and glare directly into residential and office spaces.



Site Signage / Interpretive Signage



Identifying Sign

FIGURE 6.18: Building signage examples (continued)

Green Building Signage

Signage construction materials should be sustainable, low carbon materials procured from local sources to the extent possible.

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appendices

A Glossary

B Project Scenario
Without Variant
Sub-Area

C Massing
Reduction
Reference

D Sustainable
Neighborhood
Framework

E Parcel Plan
Reference

GLOSSARY

A

A.1 Acronyms and Abbreviations	A2
A.2 Definitions	A3

The following glossary provides definitions for terms that are used within the DSG but may not be immediately familiar. The glossary is intended to serve as a reference for readers of the DSG.

A.1 Acronyms and Abbreviations

ABAG	Association of Bay Area Governments
ADA	Americans with Disabilities Act of 1990
AWSS	Auxiliary Water Supply System
BUG	Backlight, Uplight and Glare
C-2	San Francisco Zoning District: Community Business
CA	California
CALGREEN	California Green Building Standards Code
CEQA	California Environmental Quality Act
CIP	Cast-in-Place
DSG	Design Standards and Guidelines (refers to this document)
EIR	Environmental Impact Review
GSF	Gross Square Feet
IDA	International Dark-Sky Association
IES	Illuminating Engineering Society
LEED ND	Leadership in Energy and Environmental Design for Neighborhood Development
LID	Low Impact Development
M-LINE	M Ocean View Light Rail Line
MUNI	San Francisco Municipal Railway
NACTO	National Association of City Transportation Officials
POPOS	Privately-Owned Publicly Accessible Open Spaces
RH-1(D)	San Francisco Zoning District: Residential, House: One-Family
SF	Square Feet
SF BSP	San Francisco Better Streets Plan
SFMTA	San Francisco Municipal Transportation Agency

SFPUC	San Francisco Public Utilities Commission
SFSU	San Francisco State University
SMO	Stormwater Management Ordinance
SSD	Special Sign District
SUD	Special Use District

A.2 Definitions

19th Avenue Signage Zone*

Signages located at the area on 19th Avenue from Eucalyptus Avenue to Buckingham Way South which runs from the edge of the Caltrans Right of Way to the midblock of the parcels facing 19th Avenue.

Accent

A distinctive element that stands out or adds emphasis in a design strategy.

Active recreation

Open space component that includes smaller facilities such as exercise equipment, small courts, ping pong tables.

Active Frontage*

New construction frontage type with required ground floor land uses and building design as notes in Chapter 2: Land Use and Chapter 5: Buildings.

Articulation

Articulation strategies are fine-grain design strategies, greater than six inches in depth. Examples include shading devices like awnings fins, shutters, window trims, structural elements like columns, mullions, and spandrels.

Base Zone*

Base of the building, defined by the ground floor or up to the third floor if podium parking is included within new construction.

Bicycle Facility*

The cyclist-oriented portion of the streetscape.

Bicycle Paths (Class I)*

Facilities with an exclusive right-of-way for cyclists and sometimes pedestrians.

Bicycle Lanes (Class II)*

Facilities in the roadway but separated and reserved for cyclists by lane markers or surface coloring.

Bicycle Routes (Class III)*

Facilities shared with motor vehicles within the Travel Lanes.

Blank Wall*

Opaque facade that is longer than 30 feet in length and one floor or greater in height, without any windows or fenestrations, and does not engage a passerby.

Character Zones*

Character zones are areas within the Project with distinct defining attributes that provide guidance for design of streets, open spaces, and buildings.

Community or habitat garden

An open space component that creates opportunities to cultivate and harvest edible landscapes and improve overall wellbeing. Habitat garden features a variety of plants and benefit both human and native species.

Design Standards and Guidelines (DSG)*

A document that provides the vision, intent, use, character, and requirements for the future development and design of the public realm and buildings within the Stonestown Mixed-Used Project (Project).

Digital Art and Display*

Digital Art and Displays refer to a range of lighting use in art, specialty features, displays, and building surfaces where image and / or video is lit from the source. Digital Art and Display is separate and excludes Video Signs as defined in Section 6.4.

**Within this glossary, terms that are unique to this Project are indicated with an asterisk and capitalized throughout the document.*

Dog play area

An open space component designated for off-leash dogs with supportive amenities such as seating, signage, water bowls and waste stations.

Edge Zone*

The zone adjacent to on-street parking or loading used for the loading and unloading of people and goods.

Extension Zone*

The Flex Zone that replaces the parking and loading lane to include mid-block plazas, sidewalk extensions, and other design features that provide additional pedestrian space to the Sidewalk Zone.

Flex Zone*

The area between the Sidewalk Zone and Travel Lanes that may be used for on-street parking and loading or as expanded sidewalk space, also known as an Extension Zone.

Floorplate

The gross area of a given floor of a building as bounded by the exterior walls of a floor.

Footprint

Square footage of the building footprint perimeter as established by the building Predominant Building Facades.

Freestanding Signage*

Freestanding Signage refers to signs not supported by a building. Freestanding Signage may include Site Signage, Tenant and Business Signage, and Interpretive Signage.

Freestanding Gateway Signage*

Signage located at selected gateways and major intersections into the Stonestown SSD meant to signal the presence of the Project and from a distance.

Freestanding Vehicular Directional Signage*

Wayfinding Signage located at intersections that supports navigation by vehicle to site destinations and parking locations.

Freestanding Pedestrian / Cyclist / Transit-user Directional Signage*

Wayfinding Signage that supports navigation of pedestrian, cyclist, and transit users throughout Stonestown SSD that contain essential navigational content viewable at a close distance.

Frontage Zone*

The zone located along the parcel boundary that provides a transition between the public sidewalk and adjacent buildings. This zone may be used for spill-out activities such as outdoor dining and seating.

Furnishing Zone*

The furnishing zone is where street trees, planting, transit stops, lighting, bicycle racks, above ground utilities, parking meters, signage, and other site furnishings are located.

Glare

Glare is excessive bright light emitted by fixtures that causes impairment to sensory and visual performance.

Ground floor

The level at which the building meets grade.

**Within this glossary, terms that are unique to this Project are indicated with an asterisk and capitalized throughout the document.*

Guidelines

Guidelines are qualitative and subjective requirements applicable to all new construction.

Hybrid Residential Uses*

Hybrid Residential Use shall be defined as set forth in Section 249.9 of the SUD.

Interpretive Signage*

Interpretative Signage elevates experiences around local culture and history, health and wellness, native plants and habitats, and environmental stewardship.

Light pollution

Light pollution is excessive use of artificial light that spills into the sky.

Light trespass

Light trespass is direct light spillage from an unshielded light fixture in unwanted or unintended areas.

Massing

Massing strategies are large, urban-scale design strategies, 10 feet or greater in depth. Massing strategies break down the perceived bulk of a building, providing opportunities for outdoor programming, crafting sightlines, varying the skyline, and improving climate conditions such as wind and sun exposure. Examples include setbacks, stepbacks, height change, courtyards, and terraces.

Massing Reduction*

A massing requirement that limits buildable area within new construction.

Maximum buildable area

Occupiable square footage of all floors above the Base Zone. Floors that contain only rooftop features such as mechanical equipment and appurtenances necessary to the operation or maintenance are excluded.

Micromobility hub

Conveniently located mobility to support last-mile connections and reduce dependence on private vehicles.

Mid-block passage

Publicly accessible open spaces that run the entire length of the building connecting streets and open spaces to strengthen pedestrian movement throughout the site. Mid-block passages are open to sky with permitted projections, pedestrian bridges, or art and lighting installations as defined in Chapter 3: Open Space and Chapter 5: Buildings.

Mid-rise

All new construction equal to or below 90 feet in height, including the ground floor.

Modulation

Modulation strategies are facade design strategies that project or recess from the Predominant Building Facade. They are greater than three feet in depth and typically less than 10 feet in depth. Modulation strategies create small scale volumetric shifts in the building facade as opposed to larger, urban-scale massing strategies. Examples include balconies, bay windows, roofline modulation, or other forms of volumetric movement within the facade.

Multimodal

A network feature or physical design that relates to multiple transportation modes, including but not limited to pedestrians, bicycles, other human-powered modes of conveyance.

**Within this glossary, terms that are unique to this Project are indicated with an asterisk and capitalized throughout the document.*

Multi-use lawns

Multi-use lawn is a softscaped area—using a mix of grasses and low plantings—to provide space for activities such as play, recreation, picnicking, and relaxation.

New construction

All new building construction within the Project.

Open Space Signage*

Open Space Signage is an informational plaque that contains operational and contact information located in Primary Open Space.

Primary Open Space Transition Zone*

Horizontal area within the Primary Open Spaces that are permitted to include planting and pathways that provide transition to ground floor residential units. Private spaces, such as stoops, patios, or stairs, are not permitted within the Primary Open Space Transition Zone.

Parking Garage Signage*

Signage on parking garages serving the Stonestown Galleria and the Project.

Performance area

An open space component that creates opportunities to host events. Performance areas include utilities and outdoor infrastructures.

Play element or structure

An open space component that includes sculptural elements for a range of ages and abilities to engage with and enjoy.

Plaza

An open space component that is a hardscaped area that provides flexible gathering space and welcoming arrival moments into and through the site.

Point Tower*

A tower that has no facade with a plan dimension over 125 feet in length.

Predominant Building Facade*

The vertical plane as measured along all above-grade floors of the building, that aligns with the outermost edges of a building, not including projections such as bays or balconies.

Preferred Materials*

A limited cladding material palette that complements materials found throughout the Western Neighborhoods. See Section 5.7 for more details.

Primary Freestanding Gateway Signage*

Primary Freestanding Gateway Signage" means Freestanding Gateway Signage located at the major thresholds of the Project at the intersections on the perimeter of the Project at Winston Drive and 19th Avenue and at Winston Drive and Buckingham Way, as well as 19th Avenue Signage Zone.

Primary Open Space*

Publicly accessible open spaces that create the core of the open space network.

Priority Retail Frontage*

New construction frontage type with required ground floor land uses and building design as notes in Chapter 2: Land Use and Chapter 5: Buildings.

**Within this glossary, terms that are unique to this Project are indicated with an asterisk and capitalized throughout the document.*

Project*

The Project refers to vertical and horizontal development within the Stonestown DSG. The Project includes improvements within the Project Site as well as Winston Drive streetscape and sidewalks along 19th Avenue and Buckingham Way (South).

Project Site*

The Stonestown Project Site refers to the approximately 30-acre site comprised of the subareas shown in Figure 1.

Projected Light*

Projected Light refers to the use of image and / or video projection to create a special effect on the street, open space, and building surfaces. Projection can be front or rear projected. Projection is separate and excludes Video Signs as defined in Section 6.4.

Public Parking Signage*

Signage on buildings that indicates publicly available parking throughout the Stonestown SSD.

Publicly Accessible Sidewalk and Access Easement*

Horizontal building setback from the public right-of-way boundary to accommodate required street elements.

**Within this glossary, terms that are unique to this Project are indicated with an asterisk and capitalized throughout the document.*

Recess

An inwards planar shift from the Predominant Building Facade.

Retail and Service Frontage*

New construction frontage type with required ground floor land uses and building design as notes in Chapter 2: Land Use and Chapter 5: Buildings.

Seating

An open space component that provides a place for all ages and abilities to pause and rest.

Secondary Freestanding Gateway Signage*

Freestanding Gateway Signage located at the intersections of Neighborhood Commercial Street and Neighborhood Residential Street and key corners within and on the perimeter of the Project.

Secondary Open Spaces*

Secondary open spaces are publicly accessible open spaces that spaces complement the design and programming of Primary Open Spaces or provide transition space to primary open spaces or the edges of the site.

Separated Bikeways (Class IV)*

Facilities exclusively for cyclists, physically separated or buffered from vehicle traffic.

Setback

Horizontal distance provided between the parcel boundary and new construction creating a transition between street or open space and private uses. Setbacks apply to all vertical construction above grade with the exception of projections, as permitted.

Sidewalk Zone*

The Sidewalk Zone includes all pedestrian-oriented portions of the streetscape.

Sign area

Sign Area shall be defined as set forth in S6.4.1.

Site Signage*

Signage that communicates the site identity and does not include a particular business or tenant name.

Special Use District (SUD)*

Stonestown SUD refers to Section X of Planning Code.

Special Signage District (SSD)*

A new overlay zone that permits on-site tenant and business signs throughout the site to support town center that anchors on Stonestown Galleria. Signs in the Stonestown SSD are subject to the controls set forth in Section 608.XX of the Code, and no other provisions of Article 6 or any other signage regulations, guidelines, or controls apply unless specifically referenced in this SSD.

Specialty feature or art

An open space component that adds identity and character to the open spaces. It can be decorative and/or functional landmarks and artifacts, including but not limited to sculpture, water feature, painting, mural, and works of design. It can be displayed in various form, from permanent installations to temporary or rotating exhibits, lighting, wayfinding signage, artistic expression, environmental comfort, or learning that allows observation, interaction, and play.

Standalone parking garage

A "Parking Garage, Public" or "Parking Garage, Private" as defined in Planning Code Section 102.

Standards

Standards are quantifiable or objective requirements applicable to all new construction.

Stepback

Horizontal distance between the vertical planes of a building above a specified height.

Streetwall

The continuous facade of a building's base zone along a parcel frontage.

Tenant and Business Signage*

Signage that communicates the names of tenants and businesses within Stonestown Galleria and other commercial and retail uses within the Stonestown SSD, or which directs attention to the primary business, commodity, service, industry or other activity which is sold, offered, or conducted by such tenant, or business. Where a number of businesses, services, industries, or other activities are conducted by such tenant or business, or a number of commodities, services, or other activities with different brand names or symbols are sold by the tenant or business, up to one-third of the area of a Tenant and 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 Tenant and Business Sign, provided that such advertising is integrated with the remainder of the Tenant and Business Sign, and provided also that any limits which may be imposed by

this SSD on the area of individual Signs and the area of all Signs on the property are not exceeded. Any Tenant or Business Signage for any tenant or business located within the Stonestown Galleria shall not be considered a General Advertising Sign for purposes of this SSD if such signage is constructed on parcels or land within the SSD that are owned by an affiliate of the owner of the Stonestown Galleria and contiguous to the Stonestown Galleria, and that are used primarily to provide pedestrian, bicycle, vehicular, or parking access to the Stonestown Galleria Mall.

Throughway Zone*

The zone reserved for pedestrian movement and clear of obstructions.

Tower

All new construction above 90 feet in height.

Townhome

Multi-story homes typically with stoops and/or patios. Townhomes may be standalone or attached by shared party walls.

Transition Zone*

Horizontal setback from the parcel boundary and the ground floor unit to provide privacy, and/or usable open space.

**Within this glossary, terms that are unique to this Project are indicated with an asterisk and capitalized throughout the document.*

Travel lanes

The travel lanes are the area of the street dedicated to moving vehicles including transit, emergency vehicles, trucks, and personal vehicles.

Treated Blank Wall*

Blank wall that incorporates treatment strategies including planting and living walls, art such as murals, sculpture, lighting and signage, or articulation through structural and architecture elements such as columns, fins, mullions. Treated Blank Walls do not qualify as a Blank Wall.

Variant Sub-Area*

The Variant Sub-Area shall be defined as set forth in the DA.

Video Sign*

Video Signs are signage type that displays, emits, projects, or is readily capable of displaying, emitting, projecting a visual representation or other rolling static images at intervals of Tenant and Business names associated fonts and logos. Video Sign may be part of Wall Signs and Freestanding Signage. Video Signs do not include live-streaming, movie screening, announcement for community events, interpretive historic, cultural, or art programming, which are considered Projected

Light and Digital Art and Display and are governed by Section 6.1 of the DSG.

Volumetric Break*

A massing requirement consisting of a single or multiple large recesses with minimum width and depth dimensions that range based on location within the Project. This massing requirement breaks down continuous facades greater than 250 feet in length that front streets and Project open spaces.

Wayfinding Signage*

Wayfinding Signage directs users to destinations within and around the site including Stonestown Galleria tenants, businesses, amenities, and transit options. Wayfinding Signages, including Free-standing Vehicular Directional Signage and Freestanding Pedestrian / Cyclist / Transit-User Directional Signage, Public Parking Signage, Parking Garage Signage, within the Stonestown SSD, are considered Noncommercial Signs and are exempted from the requirements set forth in the Stonestown SSD and this DSG, Article 6 of the Planning Code, or any other City regulations. This DSG includes recommendations regarding Wayfinding Signage, but the recommendations are not mandatory and are not subject to regulation by the City.

**Within this glossary, terms that are unique to this Project are indicated with an asterisk and capitalized throughout the document.*

PROJECT SCENARIO

WITHOUT VARIANT SUB-AREA

B.1 Land Use	B3
B.2 Open Space	B4
B.3 Streets	B6
B.4 Buildings	B8
B.5 Lighting and Signage	B11

This appendix highlights standards and guidelines applicable to Parcel E3 if the Variant-Sub Area is not included as part of the Project pursuant to the DA. As described in the Document Guide, Parcel E3E, as illustrated throughout this document, combines Parcel E3 and the Variant Sub-Area into one parcel as shown in Figure B.1.

This DSG includes standards, guidelines, and considerations for the redevelopment of the entire Variant Sub-Area as shown in Figure B.1. However, the Variant Sub-Area redevelopment is subject to agreements with the owner of the parcel containing 3355 19th Avenue.

This appendix also includes updated figures to corresponding standards and guidelines from the document applicable to Parcel E3 assuming the parcel is not combined with the Variant Sub-Area to create Parcel E3E. Figure titles in this appendix correspond to those found in the source chapters.

All site-wide standards and guidelines in the previous chapters shall also be accordingly applicable to Parcel E3. In the event of inconsistency or conflict for any parcel or component outside of Parcel E3, the standards and guidelines described in the chapters supersede this appendix.

Legend

- Project Site boundary
- Proposed development parcels
- Project Open Space

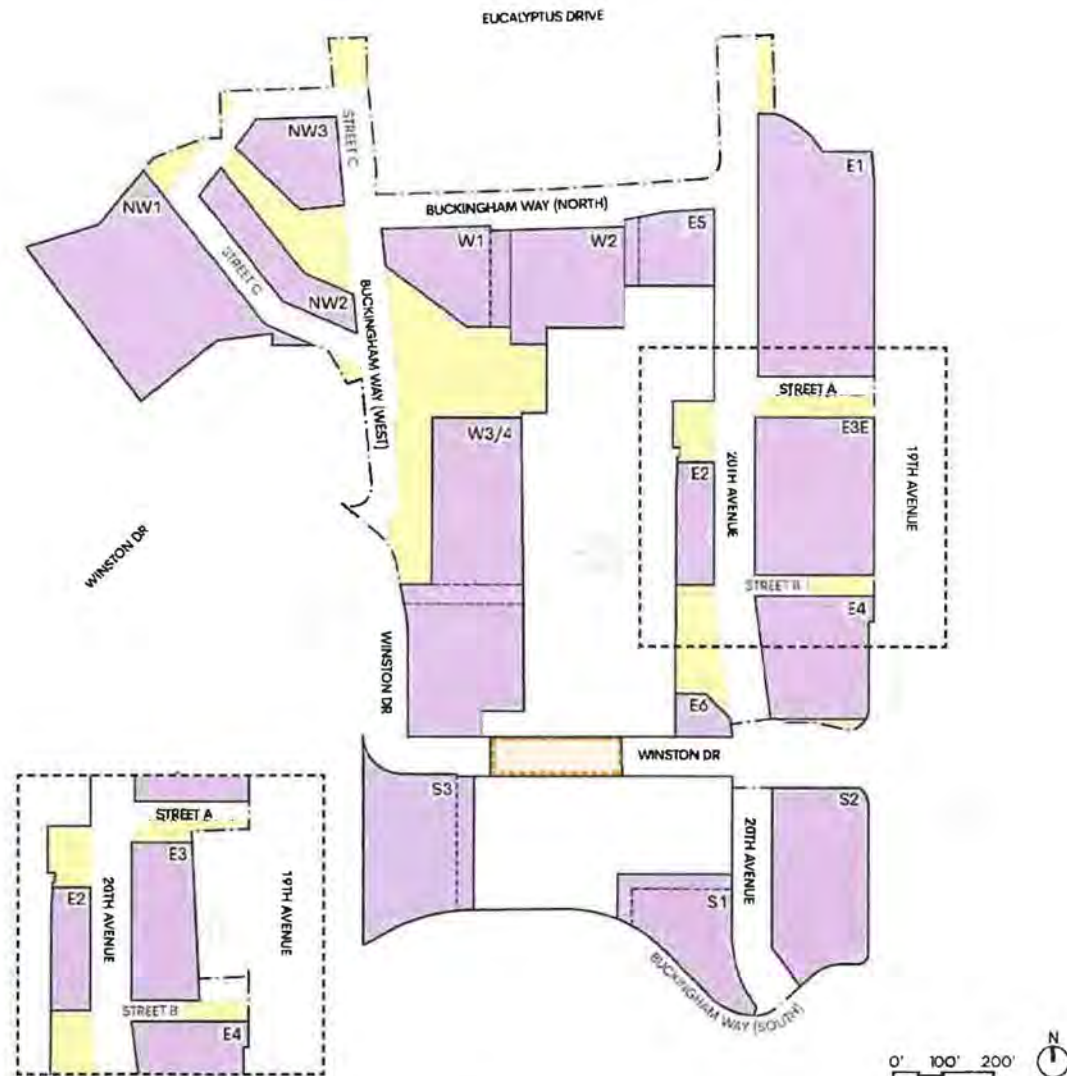


FIGURE B.1: Parcel E3 in comparison to Parcel E3E

B.1 Land Use



FIGURE B.2: Parcel E3 zoning designation

- Legend
- S-MU zoning district
 - C-2 zoning district (Stonestown Galleria, excluded from the Project Site)



FIGURE B.3: Parcel E3 predominant land uses

- Legend
- Residential
 - Institutional
 - Non-Retail sales and service
 - Open space
 - Residential or standalone parking garage



FIGURE B.4: Parcel E3 ground floor uses

- Legend
- Priority Retail Frontage
 - Retail and Services Frontage
 - Active Frontage
 - Key corners

B.2 Open Space

SB.2.1 Parcel E3 Secondary Open Space size and location. Secondary Open Space 'OS - 6', as indicated in Figure B.6, shall have a minimum area 7,400 square feet.

SB.2.2 Parcel E3 Secondary Open Space accessible pedestrian connection. Secondary Open Space 'OS - 6' shall provide a minimum 6-foot clear-width ADA-compliant pedestrian connection between 19th Avenue and 20th Avenue.

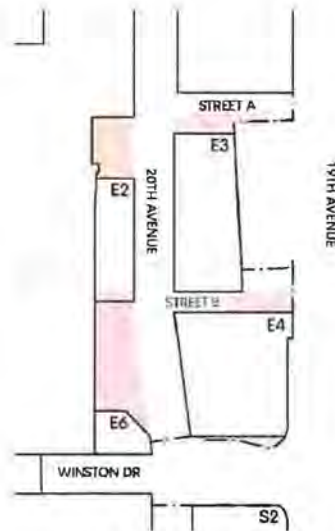


FIGURE B.5: Parcel E3 Character Zones of the open space network

Legend

Urban



FIGURE B.6: Parcel E3 open space types

Legend

- Primary Open Spaces
- Secondary Open Spaces



FIGURE B.7: Parcel E3 open space illustrative plan



FIGURE B.8: Parcel E3 Secondary Open Spaces

Legend

- Arrival moment
- Supportive programming
- Visual and pedestrian connection



FIGURE B.9: Parcel E3 understory planting landscape zone diagram

Legend

- Urban landscape zone
- Natural landscape zone

B.3 Streets

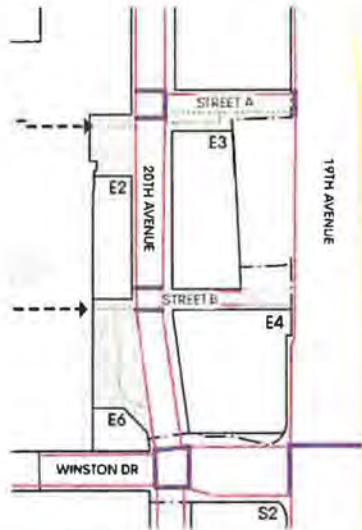


FIGURE B.10: Parcel E3 pedestrian network

Legend

- Sidewalks
- - - Illustrative open space circulation
- Crosswalks
- Raised crosswalks
- Existing pedestrian network
- - - Stonestown Galleria interior publicly accessible east-west circulation*

*Publicly accessible hours through Stonestown Galleria shall be provided as stated in the Development Agreement.

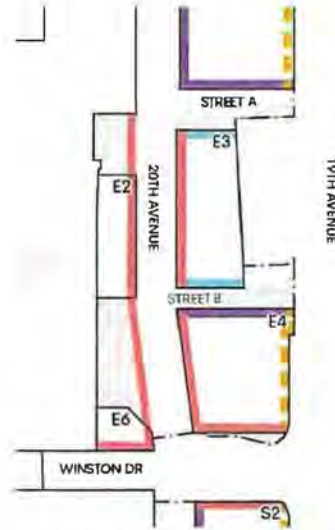


FIGURE B.11: Parcel E3 off-street parking and loading curb cut quantity and prohibited frontages

Legend

- Prohibited locations for curb cuts to off-street parking and loading
- Maximum of one curb cut per parcel street frontage
- Maximum of two curb cuts per parcel street frontage
- - - Curb cuts along 19th Avenue will need to be coordinated and approved by Caltrans

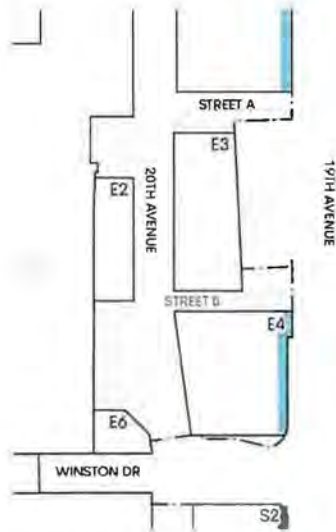


FIGURE B.12: Parcel E3 Publicly Accessible Sidewalk and Access Easements

Legend

Publicly Accessible Sidewalk and Access Easements (Section 4.8)



FIGURE B.13: Parcel E3 planting locations

Legend

- Street trees and understory plantings required
- Street trees and understory plantings required pending coordination with Caltrans or neighboring property owner
- Understory plantings required



FIGURE B.14: Parcel E3 street tree Character Zones

Legend

- Winston arrival
- 20th Avenue
- Typical street

B.4 Buildings



FIGURE B.15: Parcel E3 new construction parcel

Legend

- New construction parcels
- Buildable zones
- Primary and Secondary Open Spaces within new construction parcels (Section 3.1)
- Publicly Accessible Sidewalk and Access Easements

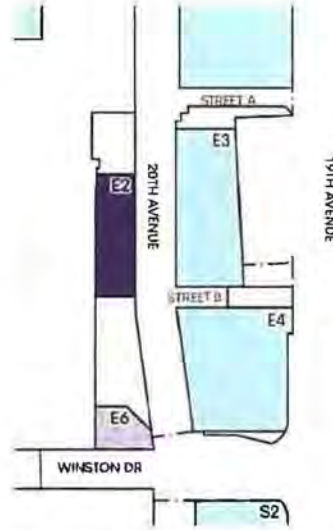


FIGURE B.16: Parcel E3 maximum building height

Legend

- 15-foot maximum height subject to S2.1.2
- 30-foot maximum height
- 50-foot maximum height
- 90-foot maximum height

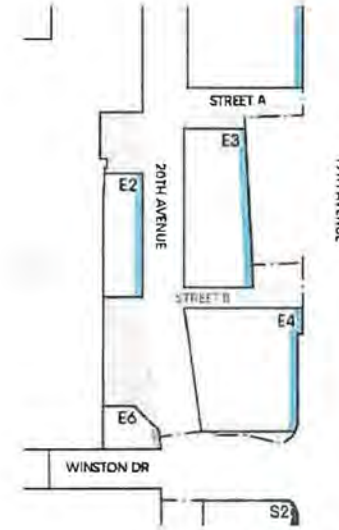


FIGURE B.17: Parcel E3 frontages to measure height

Legend

- Building frontage to measure height



FIGURE B.18: Parcel E3 streetwall frontages

Legend

- Street frontages requiring minimum 80% streetwall
- Primary Open Spaces
- Secondary Open Spaces



FIGURE B.19: Parcel E3 building entry illustrative

Legend

- Priority Retail Frontage
- Retail and Service Frontage
- Active Frontage
- ▲ Illustrative of minimum building entries

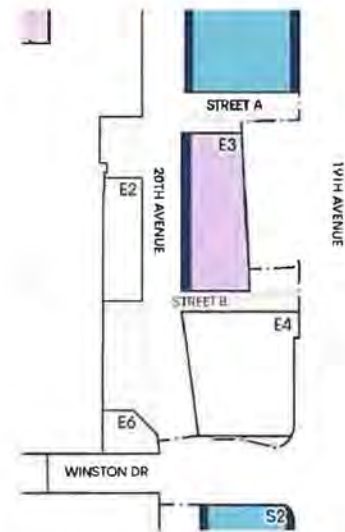


FIGURE B.20: Parcel E3 Massing Reduction requirement

Legend

- Parcel with 80 percent maximum built area
- Parcel with 70 percent maximum built area
- Frontages with required Massing Reduction

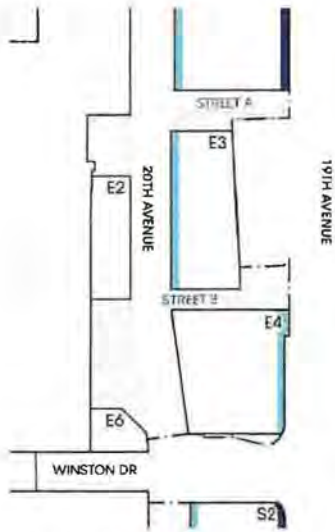


FIGURE B.21: Parcel E3 Volumetric Break requirement

Legend

- 1,500 sf Volumetric Break
- 3,000 sf Volumetric Break

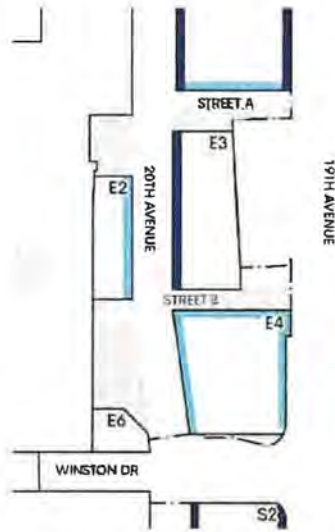


FIGURE B.22: Parcel E3 frontage requiring modulation

Legend

- Facades 200-299 feet in length
- Facades 300+ feet in length

B.5 Lighting and Signage

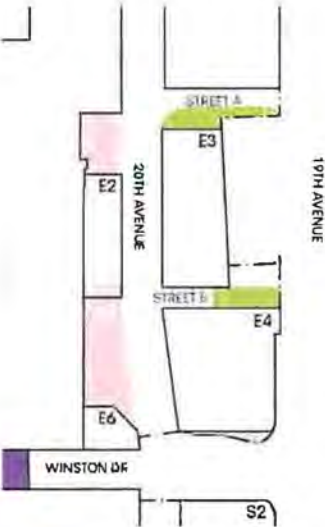


FIGURE B.23: Parcel E3 public realm lighting zones

- Legend
- Zone 1: Urban (pedestrian)
 - Zone 2: Neighborhood (pedestrian)
 - Zone 4: Winston Drive (pedestrian + vehicular)

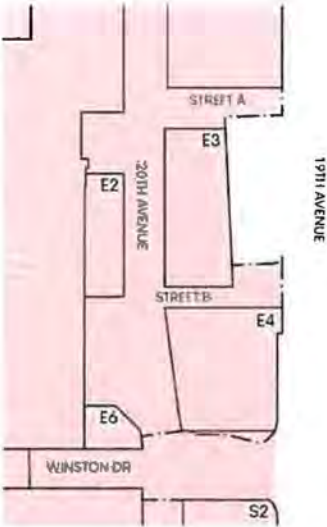


FIGURE B.24: Parcel E3 Stonestown SSD

- Legend
- Stonestown Special Sign District (SSD)

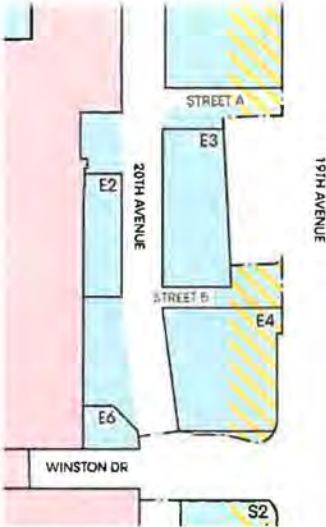


FIGURE B.25: Parcel E3 public realm Freestanding Gateway Signage locations

- Legend
- S-MU zoning district
 - C-2 zoning district (Stonestown Galleria, excluded from the Project Site)
 - 19th Avenue Signage Zone

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MASSING REDUCTION REFERENCE

C.1 Massing Reduction Measurement	C2
C.2 Massing Reduction Case Study	C5
C.3 Massing and Modulation Design Flexibility	C10

C.1 Massing Reduction Measurement

This appendix provides supplemental clarification and examples on Section 5.9. S5.9.1 and S5.9.2 and the relevant figures have been repeated here for reference. In the event of inconsistency or conflict, the standards and guidelines described in the Section 5.9 supersede.

New construction with building footprint areas over 25,000 square feet are restricted to 80 percent maximum buildable area above the Base Zone. New construction with building footprint areas over 70,000 square feet are restricted to 70 percent maximum buildable area above the Base Zone. See Figure C.1 for locations where Massing Reduction is required based on maximizing building footprints within new construction zones.

Massing Reductions shall be expressed along streets or open spaces, with a minimum opening of 30 feet along the exterior of the building. Completely enclosed internal courtyards and atria, and non-built floors do not qualify towards the required Massing Reduction percentages as shown in Figure C.3. Buildings shall incorporate the required Massing Reduction towards streets, open spaces and adjacent low-rise contexts as indicated in Figure C.1.

Parcels NW1, NW2, S3, and E4 are exempted from this standard. Tower massing above 90 feet in height and standalone parking garages are exempted from this standard. See tower and standalone parking garage requirements in Sections 5.13 and 5.17.

Massing Reduction shall comply with the following method of measurement:

- Building footprint area (the denominator): Square footage of the building footprint as established by the perimeter of the Predominant Building Facades.
- Built occupiable area above Base Zone (the numerator): Average occupiable floor area of all floors above the Base Zone. Floors that contain only rooftop features such as mechanical equipment and appurtenances necessary to the operation or maintenance are excluded.

In both measurements:

- Elements included are any areas that are enclosed, create a volume, and are not open to sky, such as occupiable areas including bay windows and internal building circulation. Fully internalized courtyards are also included as built occupiable area. Internal double or multi-story height spaces shall be counted twice or per the number of floors spanned respectively.
- Elements excluded are any areas that are not fully enclosed, or are open to sky, such as balconies, non-occupiable projections, pedestrian bridges as defined in S5.9.4, open external building circulation. External courtyards, with a minimum opening of 30 feet and the roof floor, including roof decks, and mechanical equipment are excluded.

For more information, see Figure C.2.



FIGURE C.1: Massing Reduction requirements

Legend

- Parcel with 80 percent maximum built area
- Parcel with 70 percent maximum built area
- Frontages with required Massing Reduction

Average floorplate area above Base Zone Average occupiable floor area of all floors above Base Zone	Footprint area Square footage of the building footprint perimeter as established by the building Predominant Building Facades
$\div$	
Built area percentage above Base Zone	

FIGURE C.2: Massing Reduction calculation

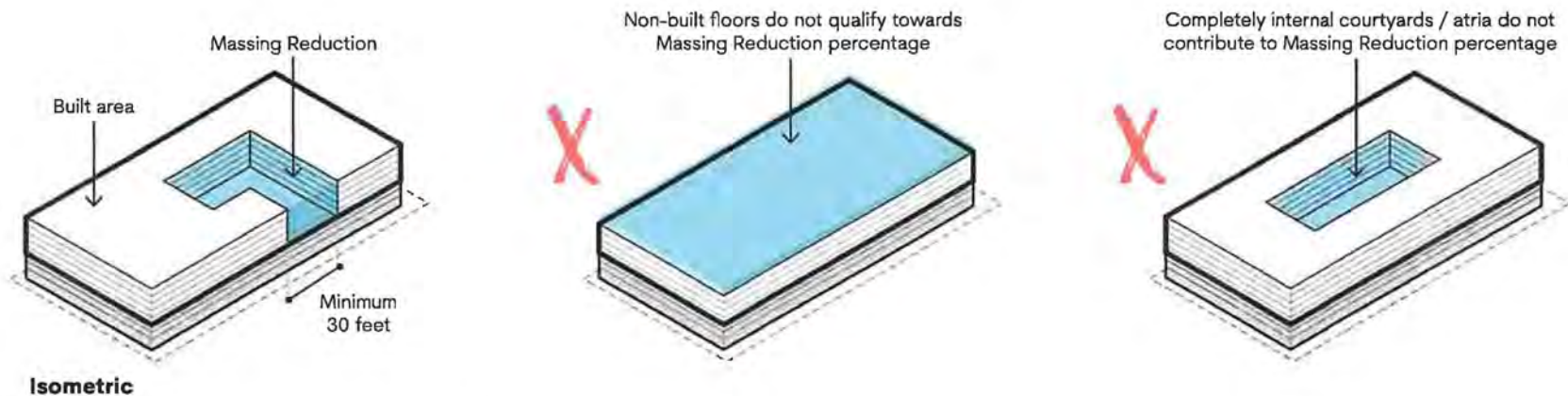
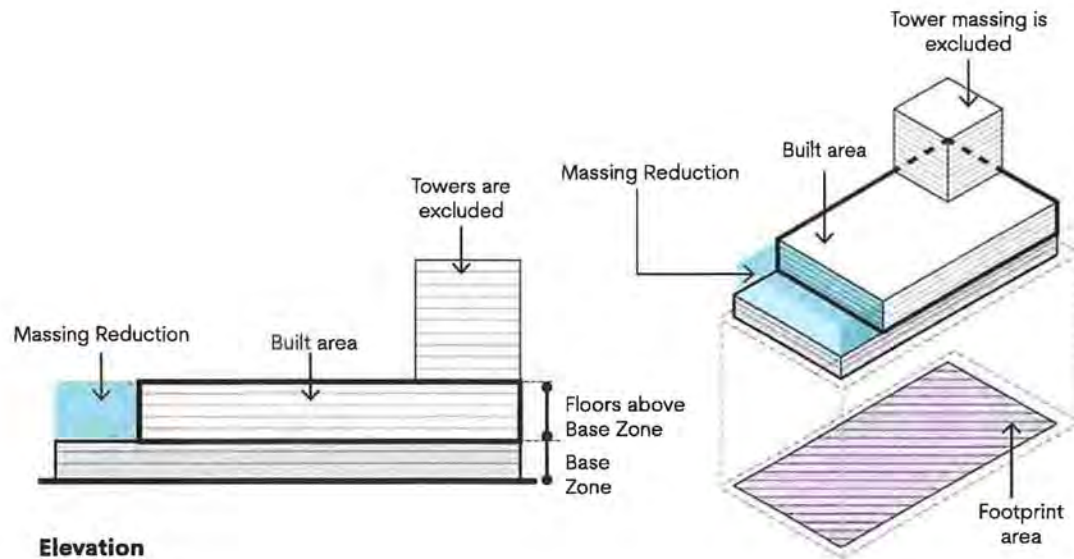


FIGURE C.3: Compliant and non-compliant Massing Reduction

Legend

- Massing Reduction
- Base Zone
- X Denotes a non-compliant condition

- ▨ Footprint area
- Parcel boundary

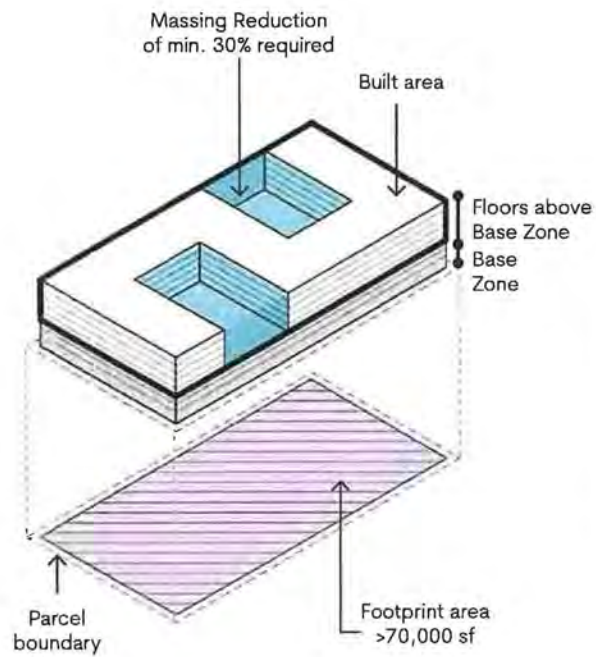


FIGURE C.4: Building footprint over 70,000 square feet

Legend

- Massing Reduction
- Base Zone
- Footprint area
- Parcel boundary

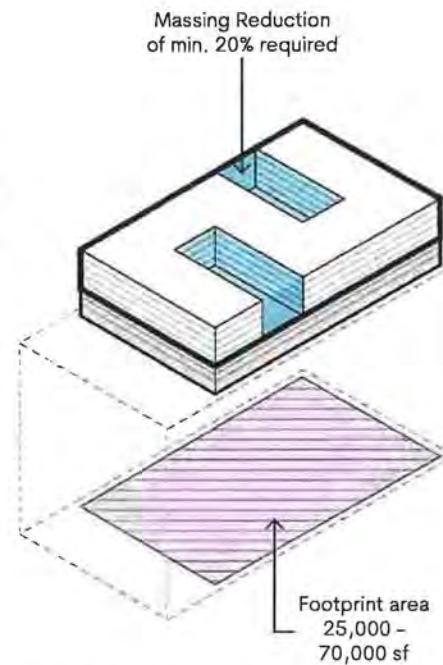


FIGURE C.5: Building footprint between 25,000 and 70,000 square feet

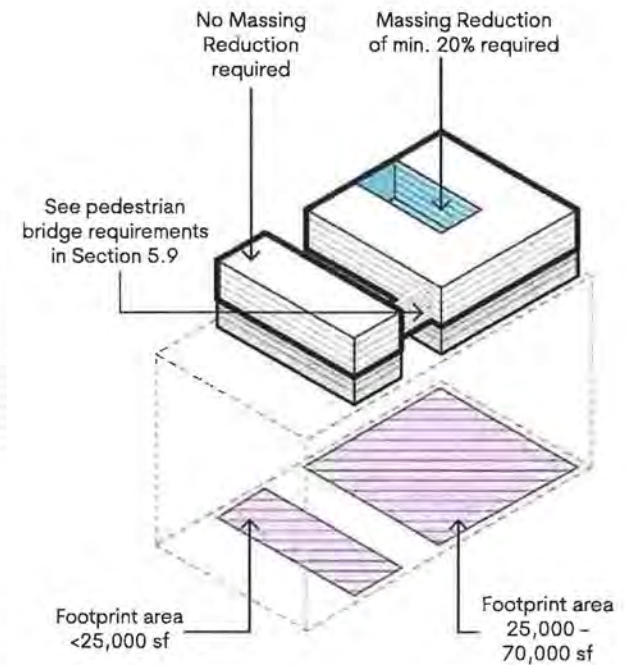


FIGURE C.6: Building footprint under 25,000 square feet

C.2 Massing Reduction Case Study

This section uses Edwina Benner Plaza as a case study and an illustrative example to showcase the application of Massing Reduction requirements. The case study highlights the standard in further detail and provides clarifications on its mechanism as a reference for future project architects.

Edwina Benner Plaza is a residential building located in Sunnyvale, CA, designed and completed by David Baker Architects in 2019. The four-story building is located on a site area of approximately 57,645 square feet. The Base Zone here is the ground floor podium level that incorporates amenities and parking spaces. The three upper levels comprise of 66 units of housing with a mix of apartment types.

The Predominant Building Facades establish perimeter footprint of 36,300 square feet, and thus, is restricted to 80 percent maximum built area above the Base Zone.



FIGURE C.7: Edwina Benner Plaza

Footprint area

Square footage of the building footprint perimeter as established by the Predominant Building Facades

36,300 sf



FIGURE C.8: Edwina Benner Plaza footprint area

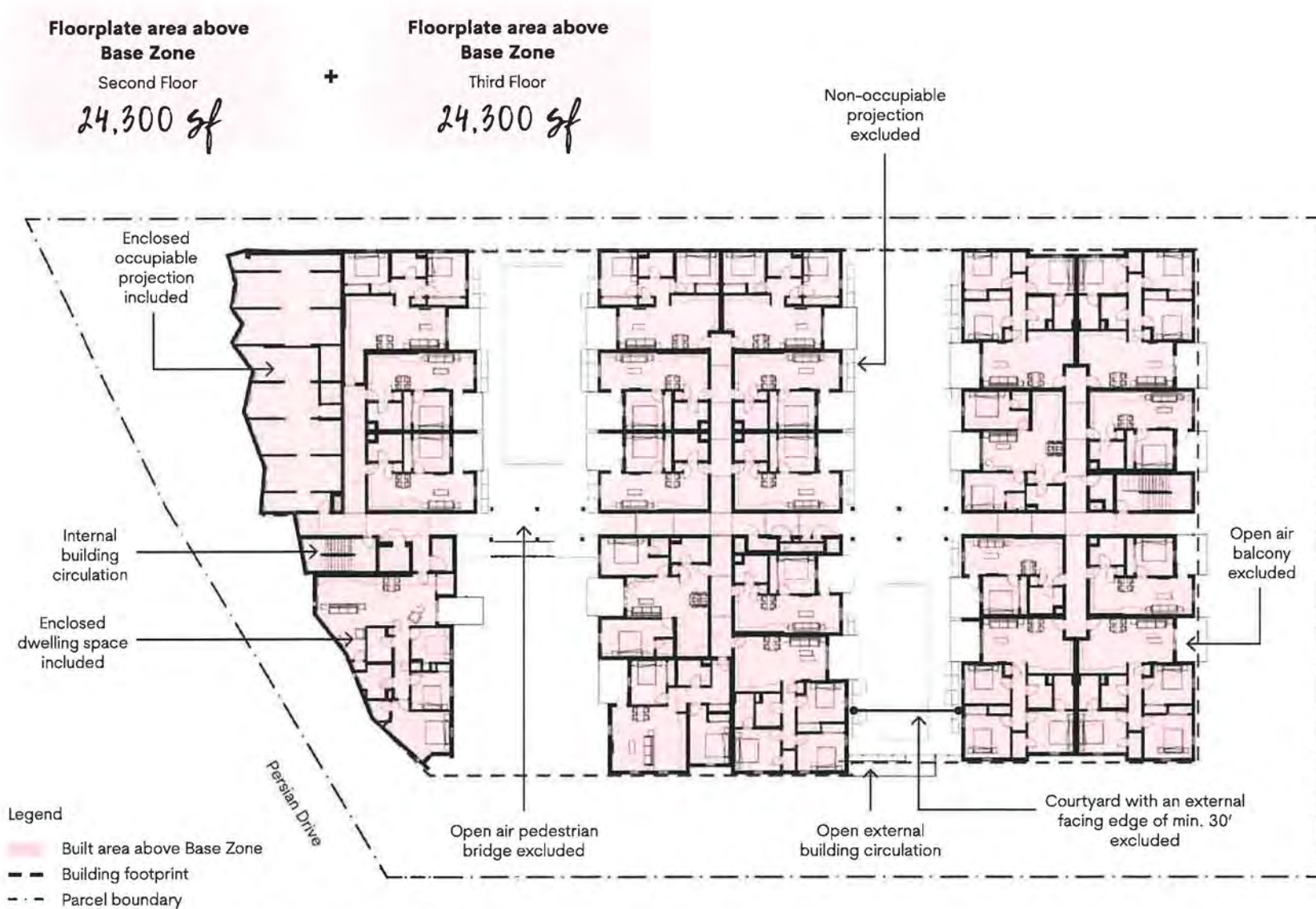


FIGURE C.9: Edwina Benner Plaza second and third floor plan

Floorplate area above
Base Zone

Fourth Floor

23,800 sf

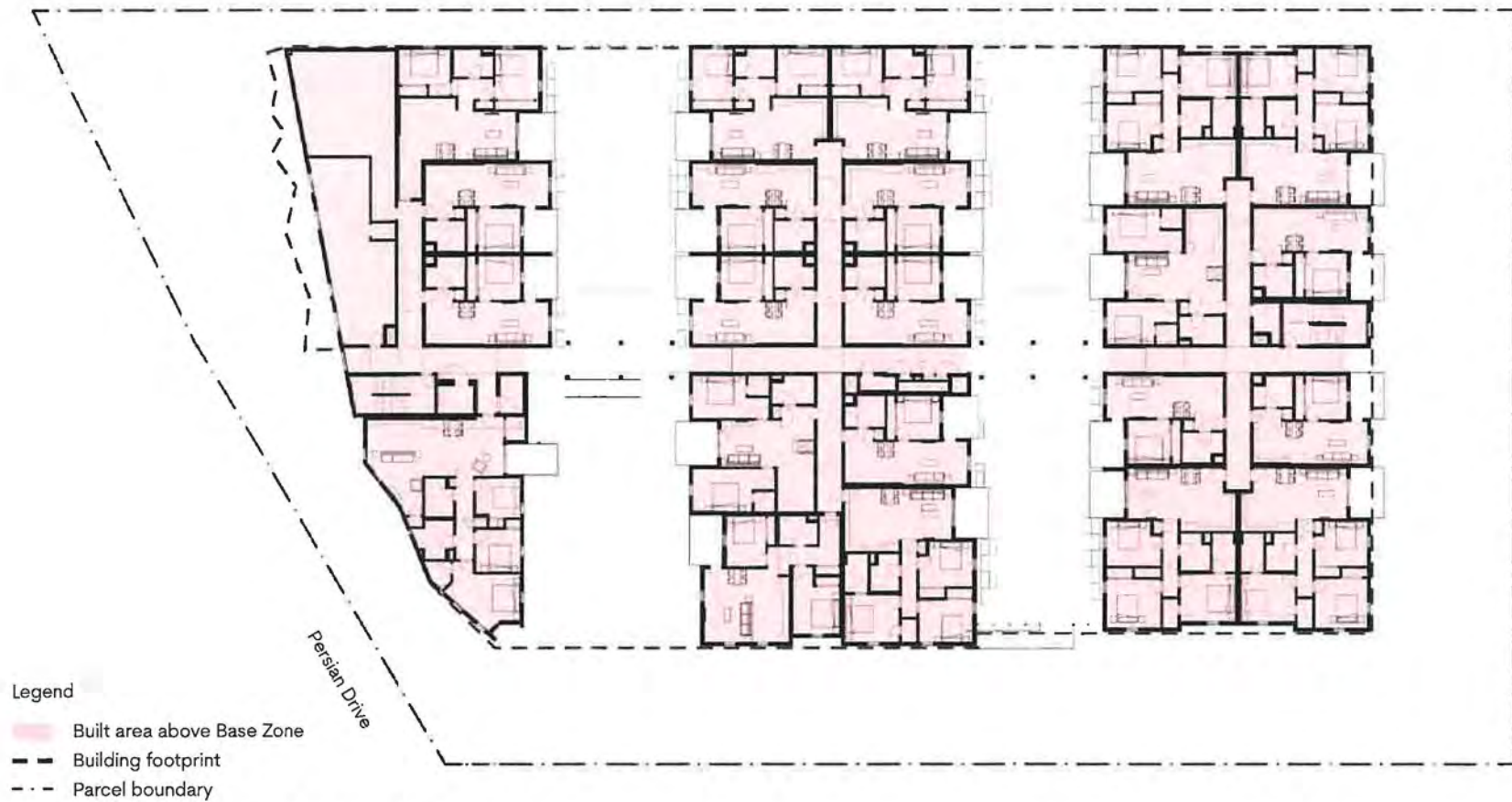


FIGURE C.10: Edwina Benner Plaza fourth floor plan

Calculation Overview

Total sf above Base Zone

$$\begin{array}{r}
 24,300 \text{ sf (2F)} \\
 + \\
 24,300 \text{ sf (3F)} \\
 + \\
 23,800 \text{ sf (4F)} \\
 = \\
 \mathbf{72,400 \text{ sf}}
 \end{array}$$

Average Floorplate area above Base Zone

$$\begin{array}{r}
 72,400 \text{ sf} \\
 \text{(Total sf above Base Zone)} \\
 \div \\
 3 \\
 \text{(Levels above Base Zone)} \\
 = \\
 \mathbf{24,100 \text{ sf}}
 \end{array}$$

Average Floorplate area above Base Zone

Average occupiable floor area of all floors above Base Zone

24,100 sf

÷

Footprint area

Cumulative square footage of the building footprint perimeter as established by the building predominant facades

36,300 sf

=

Built area percentage above Base Zone

66%



Edwina Benner Plaza is within the 80 percent maximum built area above the Base Zone.

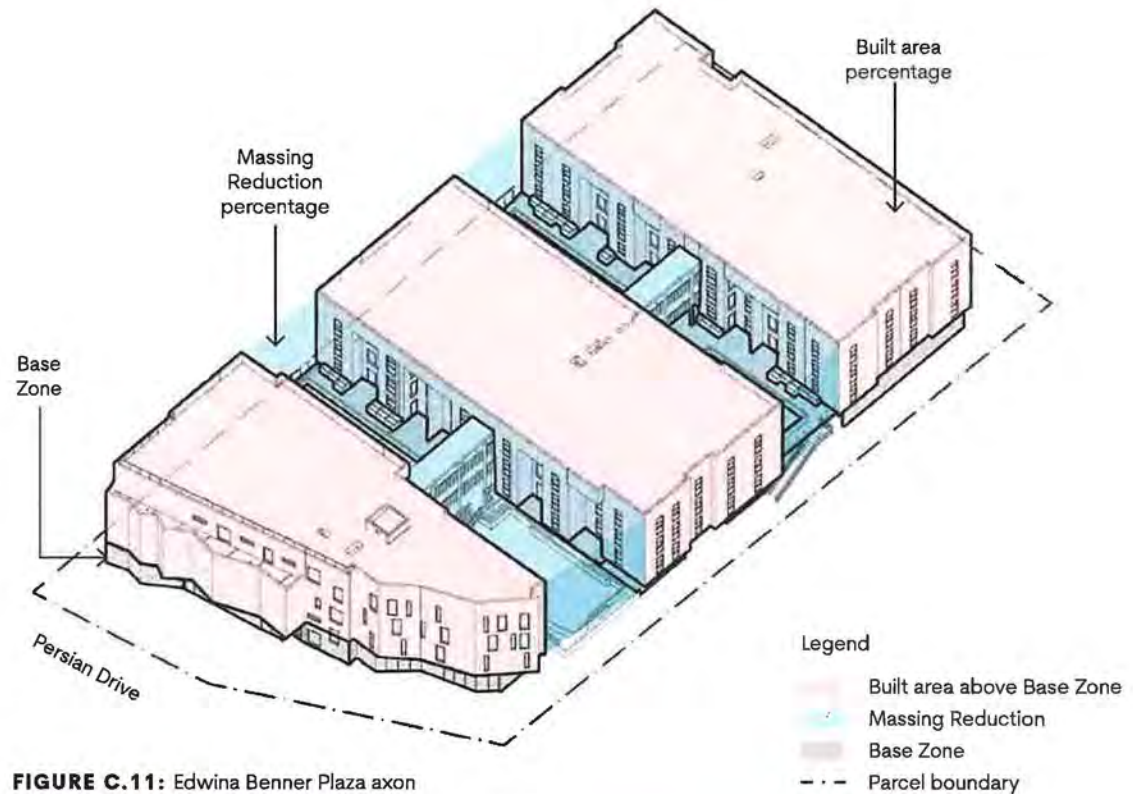


FIGURE C.11: Edwina Benner Plaza axon

C.3 Massing and Modulation Design Flexibility

This section highlights the conditional relationship of the building Design Standards and Guidelines. It provides opportunities for meeting multiple requirements through a design strategy, while leaving flexibility for a spectrum of design approaches.

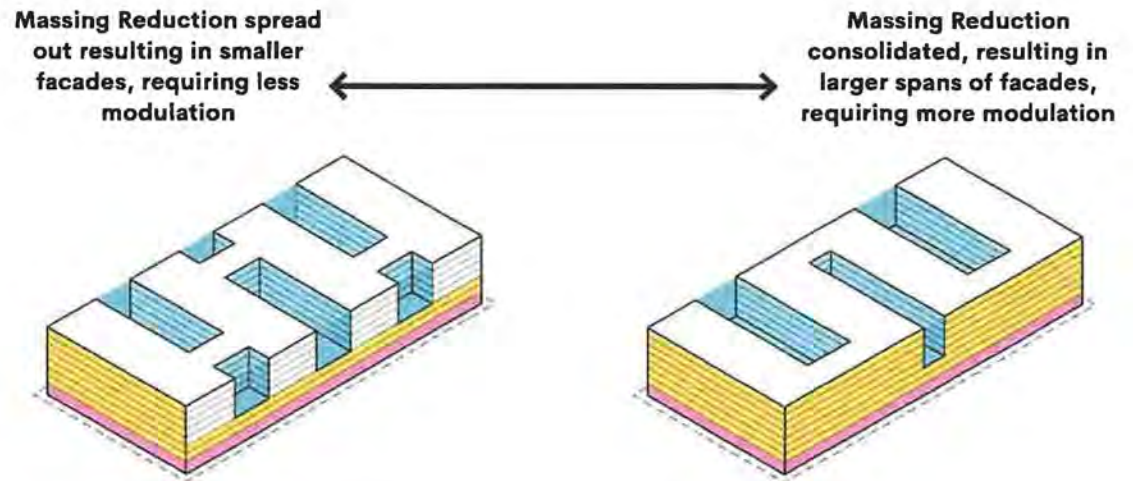


FIGURE C.12: Range of flexibility between massing and modulation

Legend

- Ground floor design (Section 5.8)
- Massing Reduction and Volumetric Break (Section 5.9)
- Modulation (Section 5.10)

SUSTAINABLE NEIGHBORHOOD FRAMEWORK

OVERVIEW..... D2

D.1 Healthy Air D3

D.2 Robust Ecosystems D5

D.3 Renewable Energy D7

D.4 Zero Waste D9

D.5 Clean Water D10

OVERVIEW

The Project has adopted the San Francisco Sustainable Neighborhood Framework (SNF) to guide sustainable design and operations. The City of San Francisco has developed the SNF that builds on years of work around various "eco-districts" (e.g., Mission Rock, Central SoMa Area Plan) and global best practices. The SNF seeks to synthesize citywide sustainability, climate, and resilience-related policies into a comprehensive yet streamlined tool that helps any scale development amplify environmental performance, quality of life, and community co-benefits. It also seeks to ensure investments to support San Francisco's global commitment to be a net-zero city by 2050.

The SNF categorizes the city's bold and urgent climate related goals into the following sections: healthy air, renewable energy, clean water, robust ecosystems, and zero waste.

This appendix summarizes each of the SNF's categories in table form listing related existing regulations (at the time of this publication) and cross references to considerations (non-binding), standards, and guidelines as detailed throughout the DSG. The requirements listed in this appendix apply to new construction within the Project, Parcel C, and Parcel E3E. The requirements do not apply to the existing Stonestown Galleria.



FIGURE D.1: San Francisco Sustainable Neighborhood Framework

D.1 Healthy Air

TABLE D.1: Healthy Air

TARGETS	APPROACHES	EXISTING REQUIREMENTS	PROJECT STANDARDS & GUIDELINES	CONSIDERATIONS
ZERO EMISSION Environments	Land Use	Density near transit [SNF]		
	Systems and Operations	- Fundamental Refrigerant Management [SNF] - Eliminate natural gas throughout heating, cooling, hot water, and appliances (use 100% renewables) [SF Env Code] - Install all electric heating, cooling, and hot water systems [SF Env Code] - Specify all-electric appliances and hook-ups [SF Env Code] - All-electric residences [SF Env Code]		
	Construction Practices	Construction Air Filtration [GBC]		
	Material Selection	Greenhouse Gas Emissions compliance checklist [CEQA]		
	Walking and Transit	- Transportation Demand Management [SNF] - Sidewalk widening, bike racks, street trees [BSP]	S4.7.1 Sidewalk Throughway Zone width S4.7.6 Transit stops and specialty loading zones	
	Biking	Bicycle spaces per residential and commercial requirements [PC]	S4.3.1 Bicycle Facilities S4.3.4 Micro-mobility hub	
	Electric Vehicles	- EV-ready spaces for residential and commercial parking [GBC] - EV charging stations per commercial requirements [GBC]		

TARGETS	APPROACHES	EXISTING REQUIREMENTS	PROJECT STANDARDS & GUIDELINES	CONSIDERATIONS
100% NON-TOXIC interiors	Material Selection	Low-Emitting Materials [GBC/LEED]		Environmental design and human comfort (pg 191)
	Air Filtration	High Quality Air Filtration [Art 38]		Material selection (pg 197)
	Indoor Environmental Quality Performance			
	Operations			
COMFORTABLE micro-climates	Exterior Environments		G3.8.5 Reduce local heat island effect S3.9.7 Drinking water fountains	Environmental design and human comfort (pg 191)
	Interior Respite			Sustainable design features (pg 196) Environmental comfort (pg 82)

D.2 Robust Ecosystems

TABLE D.2: Robust Ecosystems

TARGETS	APPROACHES	EXISTING REQUIREMENTS	PROJECT STANDARDS & GUIDELINES	CONSIDERATIONS
GREEN space equivalent to 1/2 site area	Open Spaces		S3.3.6 The Commons ground treatment S3.3.10 The Landing ground treatment S3.3.15 Town Square ground treatment S3.3.17 Linear Park ground treatment S3.3.21 The Gallery ground treatment S3.3.27 Greenway Park East ground treatment S3.3.28 Greenway Park West ground treatment S3.4.4 Secondary open space canopy coverage and ground treatment S3.5.4 Mid-block passage planting	
	Living Roofs	Roof to meet PV requirements; or roof to meet alternate requirements for combination of green roof and PV. [GBC, PC] See also ON-SITE RENEWABLE POWER GENERATION.		Living Roofs (pg 238)
	Green Walls			Sustainable Design Features (pg 196)
	Green Infrastructure	For sites with existing imperviousness of greater than 50%, stormwater runoff peak flow rate and volume shall be decreased by 25% from the pre-development conditions for the 2-year 24-hour design storm. [SMO]	S3.7.1 Stormwater Management S3.7.2 Greenway Park East demonstration area G3.7.1 Integration of stormwater management	
	Right-of-way		S4.10.1 Street tree planting locations S4.10.2 Street tree species distribution concept S4.10.7 Street understory planting locations	Surface permeability (pg 165)

TARGETS	APPROACHES	EXISTING REQUIREMENTS	PROJECT STANDARDS & GUIDELINES	CONSIDERATIONS
BIODIVERSE landscapes of 100% climate appropriate, majority local species	Tree Canopy		S3.3.5 The Commons tree canopy coverage S3.3.9 The Landing tree canopy coverage S3.3.14 Town Square tree canopy coverage S3.3.16 Linear Park tree canopy coverage S3.3.20 The Gallery tree canopy coverage S3.3.25 Greenway Park East tree canopy coverage S3.3.26 Greenway Park West tree canopy coverage	Healthy landscapes (pg 81 and 161) Sustainable maintenance and monitoring (pg 82)
	Understory Planting		S3.6.1 Tree and understory planting species selection criteria S4.10.3 Street tree and understory planting species criteria S4.10.9 Street understory planting character	
	Natural Areas			
	Ecosystem Assessment			Sustainable maintenance and monitoring (pg 82)
	Building Facades			
HEALTHY food & wildlife systems	Buildings	Bird Safe Buildings [PC]		Environmental comfort (pg 82)
	Open Spaces	Integrated Pest Management Ordinance [See also Operations, Healthy Air]		Supporting health and wellness (pg 31)
	Operations	Integrated Pest Management Ordinance [See also Open Spaces, Healthy Air]		Sustainable maintenance and monitoring (pg 82)
	Heat Island Reduction	Low albedo "white roof" [GBC]		
	Light Pollution		S6.1.1 Lighting pollution, trespass, and glare	

D.3 Renewable Energy

TABLE D.3: Renewable Energy

TARGETS	APPROACHES	EXISTING REQUIREMENTS	PROJECT STANDARDS & GUIDELINES	CONSIDERATIONS
Maximum energy EFFICIENT environments	Solar Orientation	- All-electric new construction required. [GBC] - All-electric new construction need only meet CA Title 24 efficiency requirements [GBC] Does not include existing mall.		Energy efficient design (pg 185)
	Building Form			
	Envelope and Facade Treatments			
	Mechanical Systems			
	Appliances			
	Vegetation			
	Energy Performance	- Annual energy benchmark summary [SNF] - Reduce energy use by 5% [Title 24/GBC]	S6.1.2 Energy efficient lighting fixtures	

TARGETS	APPROACHES	EXISTING REQUIREMENTS	PROJECT STANDARDS & GUIDELINES	CONSIDERATIONS
100% CARBON-FREE energy	On-site Renewable Power Production	Roof to meet PV requirements; or roof to meet alternate requirements for combination of green roof and PV. [GBC, PC] See also LIVING ROOFS.		Energy efficient design (pg 185)
	Solar Thermal Hot Water			
	Battery Storage			
	All-Electric Systems and Appliances	All-electric heating and cooling systems and appliances [see also HEALTHY AIR]; do not include gas infrastructure. [SF ENV Code]		
	Green Power Purchase	100% renewable electricity for commercial buildings [Env Code Ch 30] Buildings can enroll in renewable electricity through: CleanPowerSF SuperGreen, SFPUC Hetch Hetchy Power, PG&E's Solar Choice program, or a Direct Access electric service that meets the requirements.		
SMART systems & operations	Automation and Control			Energy efficient design (pg 185)
	Reporting and Engagement	Annual energy benchmark summary [SNF]		
	Microgrid			

D.4 Zero Waste

TABLE D.4: Zero Waste

TARGETS	APPROACHES	EXISTING REQUIREMENTS	PROJECT STANDARDS & GUIDELINES	CONSIDERATIONS
100% RESPONSIBLE material use	Resource Extraction		G3.8.6 Sustainable material selection S4.11.2 Special Sidewalk Zone materials S6.1.7 Digital display for wayfinding system	Earthen materials (pg 198) Material selection and sourcing (pg 90) Material sourcing (pg 165 and 197) Green building signage (pg 273)
	Material Selection	- GHG Emissions checklist [CEQA] - Low Emitting Materials [LEED]		
	Reusable Products			
Significantly REDUCED per-capita waste generation	3-Stream Waste Collection	Accessible and right-sized 3-stream storage areas and collection systems (buildings) [SNF]	S3.9.8 Waste receptacles *Include signage on receptacles and educational materials that includes detailed information on where to place materials and how to reduce waste. [SNF] *Provide on-site e-waste and hazardous waste collection area and education. [SNF]	
	Consumption and Purchasing			
	Cost Monitoring			
	Hazardous and E-Waste			
100% materials RECOVERED from waste stream	Material Reuse	Accessible and right-sized 3-stream storage areas and collection systems (buildings) [SNF] [See also 3-Stream Waste Collection]	*Use on- or off-site salvaged material resources. [SNF]	
	Construction Debris	Construction waste diversion (75%) [SNF]		

D.5 Clean Water

TABLE D.5: Clean Water

TARGETS	APPROACHES	EXISTING REQUIREMENTS	PROJECT STANDARDS & GUIDELINES	CONSIDERATIONS
REGENERATIVE systems that minimize consumption & maximize reuse	Efficient Fixtures	Reduced water consumption [GBC]		
	Smart Metering	- Residential multifamily water sub-metering [GBC/CA Water Code] - Building-level Water Metering [SNF]		Water sourcing (pg 87)
	Non-potable Water Reuse	- On-site systems for non-potable flushing and irrigation [Art 12C] - Water balance model, projects ≥40k SF [SFPUC] The San Francisco Non-Potable Water Ordinance requires new development projects exceeding 250,000 square feet to include non-potable water reuse systems. Water reuse will thus be required of the Stonestown master plan, at either the block or district scale. The range of water reuse system options for the project include the following: - Decentralized water reuse systems at each block (graywater or blackwater) - Phased, semi-centralized water reuse systems (graywater or blackwater) - Fully-centralized water reuse system (graywater or blackwater)	*100% non-potable water for street cleaning fill stations	Water sourcing (pg 87)
	Irrigation	- Low water, climate appropriate plants [GBC] 100% irrigation with non-potable water [Art 12C]	S3.6.5 Turf grass S3.6.6 Non-potable irrigation	

TARGETS	APPROACHES	EXISTING REQUIREMENTS	PROJECT STANDARDS & GUIDELINES	CONSIDERATIONS
100% FLOOD-SAFE buildings & sidewalks	Design Elevations		G4.10.2 Street stormwater management	Infiltration-based strategies (pg 87) Surface permeability (pg 90) Native planting (pg 88)
	Grey Infrastructure	• Positive sewage flow, sufficient gutters [SNF] • For sites with existing imperviousness of greater than 50%, stormwater runoff peak flow rate and volume shall be decreased by 25% from the pre-development conditions for the 2-year 24-hour design storm. [SMO]		
	Green Infrastructure			
HIGH QUALITY waterways & sources	Erosion Prevention	• For sites with existing imperviousness of greater than 50%, stormwater runoff peak flow rate and volume shall be decreased by 25% from the pre-development conditions for the 2-year 24-hour design storm. [SMO]		Infiltration-based strategies (pg 87)
	Pollutant Management	• Reduced runoff and pollution from construction [GBC] • Erosion and Sediment Control Plan OR Stormwater Pollution Prevention Plan [GBC]		

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PARCEL PLAN REFERENCE

E.1 Parcel Plan Overview	E2
Parcel E1	E3
Parcel E2	E5
Parcel E3E	E7
Parcel E4	E9
Parcel E5	E11
Parcel E6	E13
Parcel S1	E15
Parcel S2	E17
Parcel S3	E19

Parcel W1	E21
Parcel W2	E23
Parcel W3/4	E25
Parcel NW1	E27
Parcel NW2	E29
Parcel NW3	E31

E.1 Parcel Plan Overview

The parcel plan appendix illustrates building controls, ground floor controls, massing and architectural controls for each parcel.

This appendix includes required standards and guidelines, along-with their flexibilities.

All dimensions in this appendix are approximate.

Legend

 Proposed development parcels

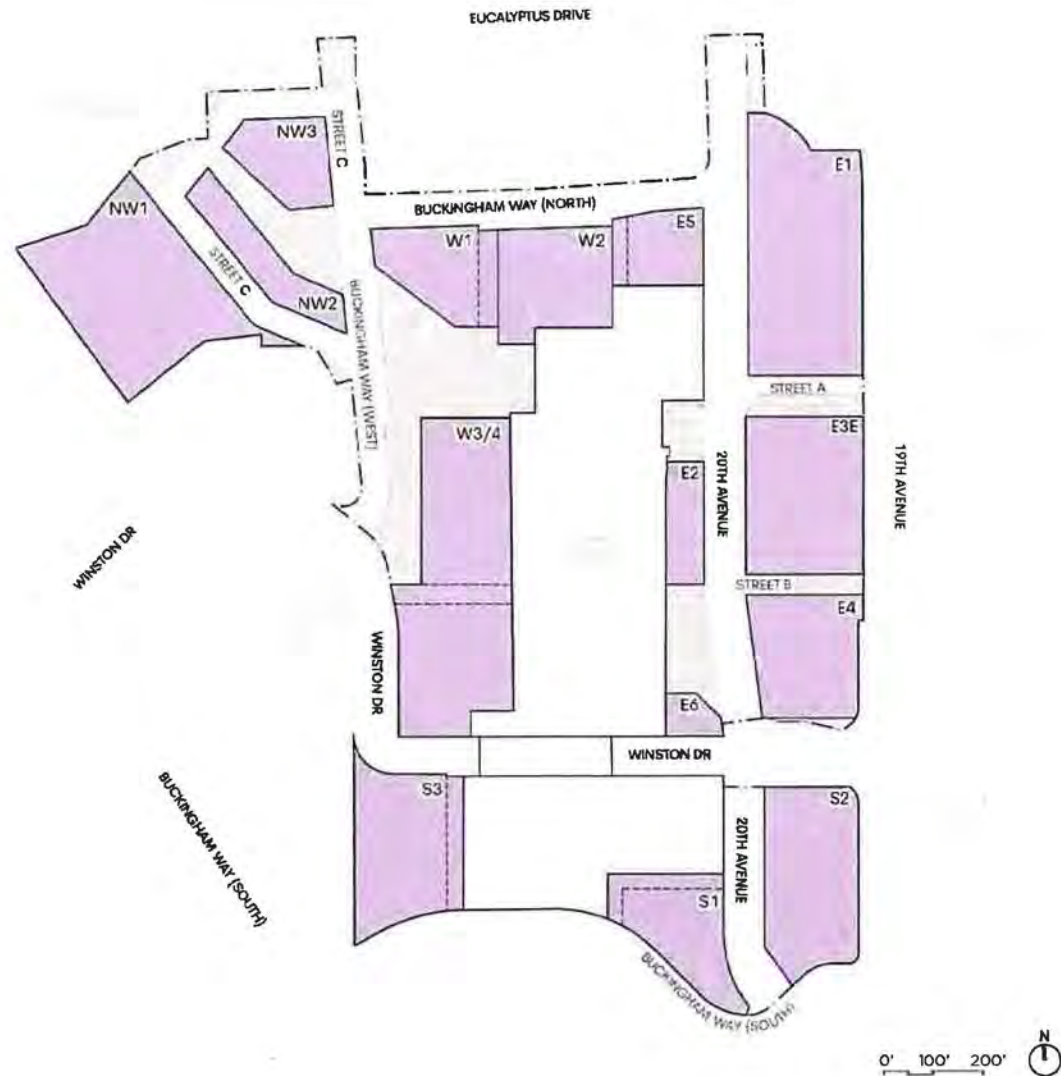


FIGURE E.1: Stonestown parcel plan

PARCEL E1

Parcel Controls



PARCEL E1

Ground Floor Controls



Legend

Ground floor uses (Section 2.2)

- Retail and Service Frontage
- Active Frontage
- Ground floor recess

Massing and Architecture Controls



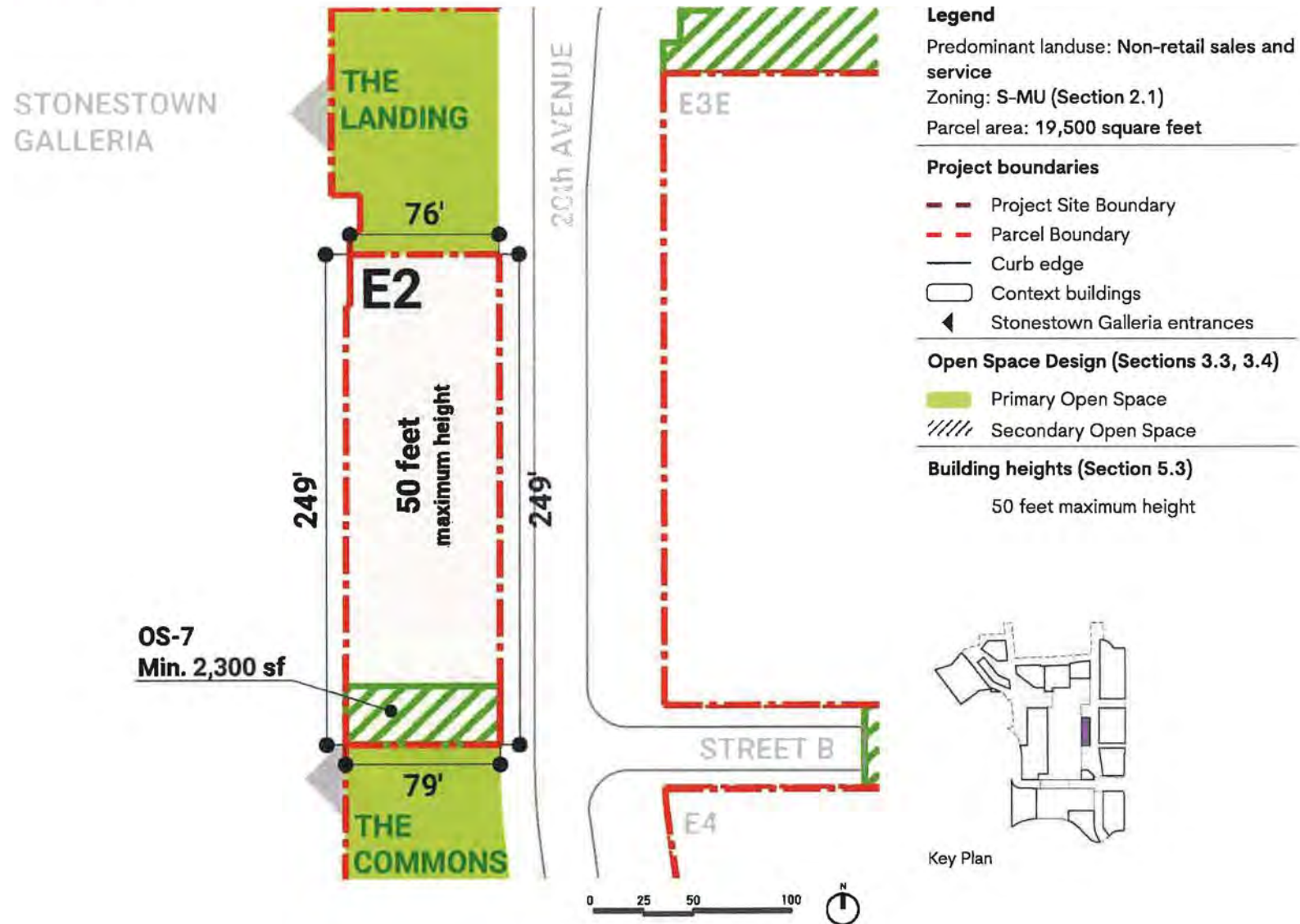
Legend

Mid-rise massing and modulation (Sections 5.9, 5.10 and 5.11)

- Massing Reduction Frontage
- Volumetric Break
- Long facade modulation

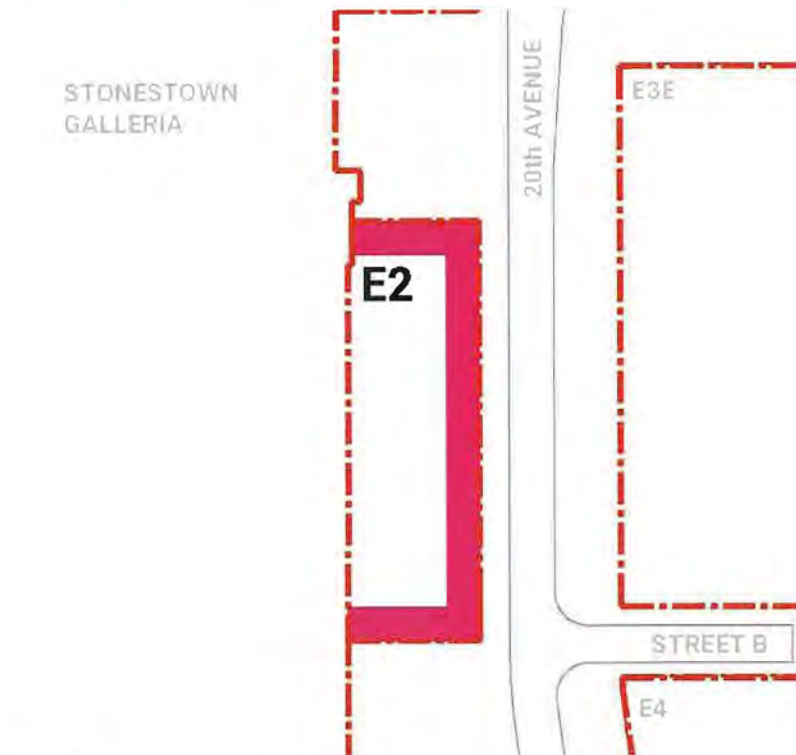
PARCEL E2

Parcel Controls



PARCEL E2

Ground Floor Controls



Legend

Ground floor uses (Section 2.2)

■ Priority Retail Frontage

Massing and Architecture Controls



Legend

Mid-rise massing and modulation (Sections 5.5, 5.10 and 5.11)

■ Key corners
■ Long facade modulation

PARCEL E3E

Parcel Controls



Legend

Predominant landuse: Residential
Zoning: S-MU (see 2.1)
Parcel area: 77,000 sqft

Project boundaries

- Project boundary
- - - Parcel Boundary
- Curb edge
- Context buildings
- ◀ Stonestown Galleria entrances

Open Space Design (Sections 3.3, 3.4)

- Primary Open Space
- ▨ Secondary Open Space

Street Corridors (Section 4.8)

- ▨ Publicly Accessible Sidewalk and Access Easement

Building heights (Section 5.3)

90 feet maximum height



Key Plan

PARCEL E3E

Ground Floor Controls

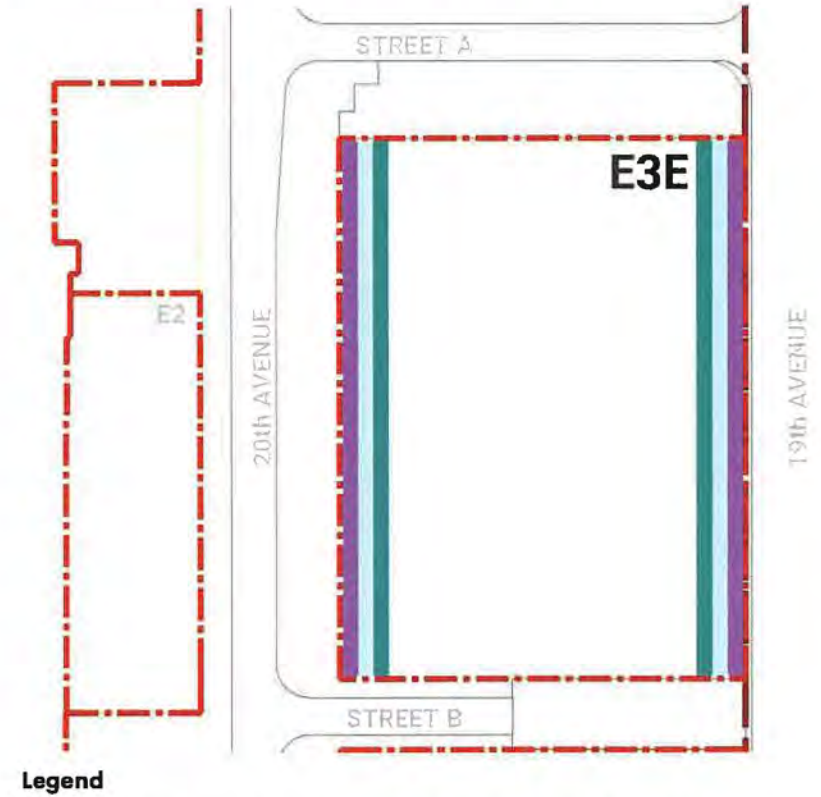


Legend

Ground floor uses (Section 2.2)

- Priority Retail Frontage
- Active Frontage
- Ground floor recess

Massing and Architecture Controls



Legend

Mid-rise massing and modulation (Sections 5.9, 5.10 and 5.11)

- Massing Reduction Frontage
- Volumetric Break
- Long facade modulation

PARCEL E4

Parcel Controls



Legend

Predominant landuse: Residential
Zoning: S-MU (Section 2.1)
Parcel area: 54,000 square feet

Project boundaries

- Project Site Boundary
- Parcel Boundary
- Curb edge
- Context buildings
- Stonestown Galleria entrances

Open Space Design (Sections 3.3, 3.4)

- Primary Open Space
- Secondary Open Space

Street Corridors (Section 4.8)

- Publicly Accessible Sidewalk and Access Easement

Building heights (Section 5.3)

90 feet maximum height

Key Plan

PARCEL E4

Ground Floor Controls



Legend

Ground floor uses (Section 2.2)

- Priority Retail Frontage
- Active Frontage
- Ground floor recess

Massing and Architecture Controls



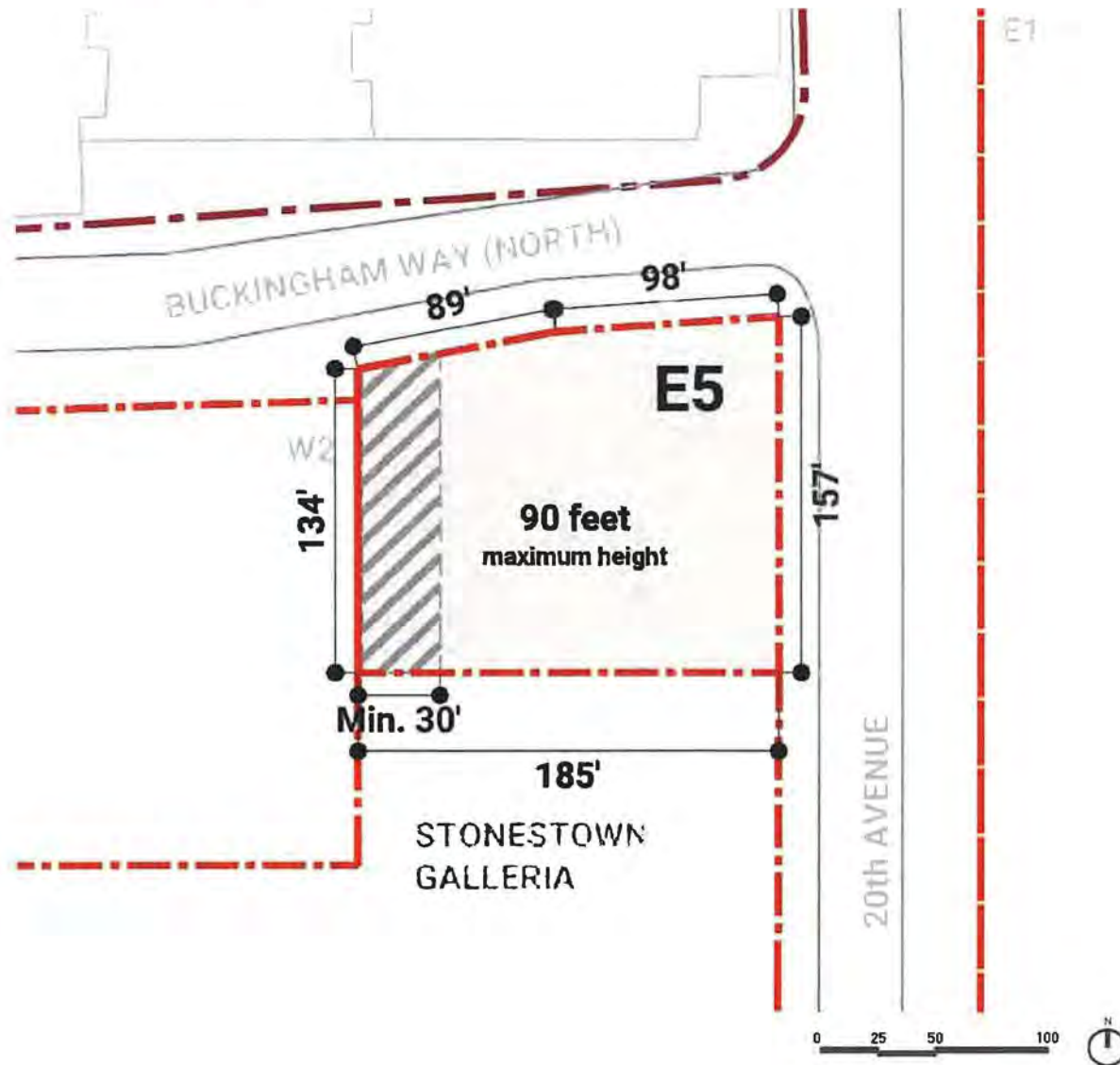
Legend

Mid-rise massing and modulation (Sections 5.5, 5.10 and 5.11)

- Key corners
- Volumetric Break
- Long facade modulation

PARCEL E5

Parcel Controls



Legend

Predominant landuse: Residential
Zoning: S-MU (Section 2.1)
Parcel area: 27,500 square feet

Project boundaries

- Project Site Boundary
- Parcel Boundary
- Curb edge
- Context buildings
- Stonestown Galleria entrances

Open Space Categories (Section 3.1)

- Mid-block passage

Building heights (Section 5.3)

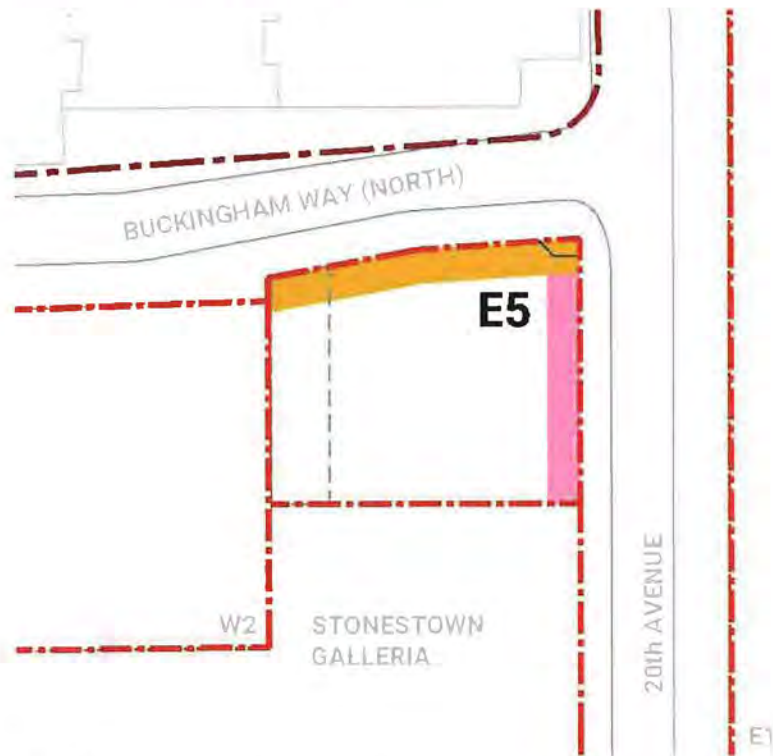
90 feet maximum height



Key Plan

PARCEL E5

Ground Floor Controls



Legend

Ground floor uses (Section 2.2)

- Retail and Service Frontage
- Active Frontage
- Ground floor recess
- - - Mid-block passage

PARCEL E6

Parcel Controls



Legend

Predominant landuse: Institutional

Zoning: S-MU (Section 2.1)

Parcel area: 8,700 square feet

Project boundaries

--- Project Site Boundary

— Parcel Boundary

— Curb edge

○ Context buildings

◀ Stonestown Galleria entrances

Open Space Design (Sections 3.3, 3.4)

Primary Open Space

Secondary Open Space

Building heights (Section 5.3)

30 feet maximum height



Key Plan

PARCEL E6

Ground Floor Controls



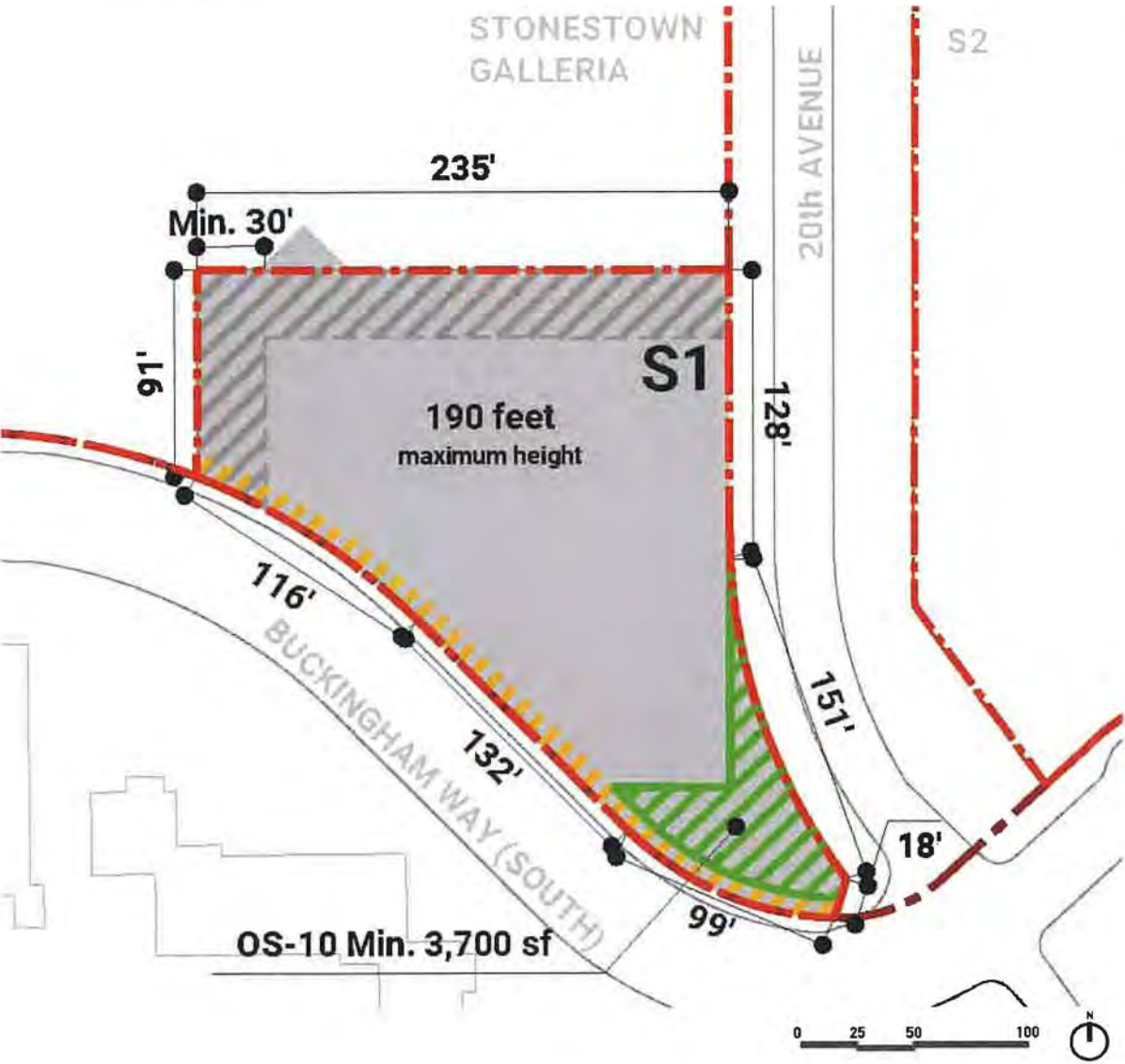
Legend

Ground floor uses (Section 2.2)

- Priority Retail Frontage
- Ground floor recess

PARCEL S1

Parcel Controls



Legend

Predominant landuse: Residential
Zoning: S-MU (Section 2.1)
Parcel area: 45,300 square feet

Project boundaries

- Project Site Boundary
- Parcel Boundary
- Curb edge
- Context buildings
- Stonestown Galleria entrances

Open Space Categories (Section 3.1)

- Mid-block passage

Open Space Design (Section 3.4)

- Secondary Open Space

Street Corridors (Section 4.8)

- Publicly Accessible Sidewalk and Access Easement

Building heights (Section 5.3)

- 190 feet maximum height

Key Plan

PARCEL S1

Ground Floor Controls



Legend

Ground floor uses (Section 2.2)

- Retail and Service Frontage
- Active Frontage
- Mid-block passage

Massing and Architecture Controls



Legend

Mid-rise massing and modulation (Sections 5.9 and 5.10)

- Massing Reduction Frontage
- Long facade modulation
- Mid-block passage

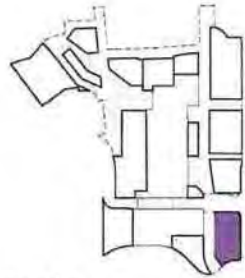
Tower controls (Sections 5.12, 5.13 and 5.14)

PARCEL S2

Parcel Controls



- Legend**
- Predominant landuse: Residential
Zoning: S-MU (Section 2.1)
Parcel area: 70,600 square feet
- Project boundaries**
- Project Site Boundary
 - Parcel Boundary
 - Curb edge
 - Context buildings
 - Stonestown Galleria entrances
- Street Corridors (Section 4.8)**
- Publicly Accessible Sidewalk and Access Easement
- Building heights (Section 5.3)**
- 90 feet maximum height
 - 150 feet maximum height



Key Plan

PARCEL S2

Ground Floor Controls



Legend

Ground floor uses (Section 2.2)

- Retail and Service Frontage
- Active Frontage
- Ground floor recess

Massing and Architecture Controls



Legend

Mid-rise massing and modulation (Sections 5.5, 5.9, 5.10 and 5.11)

- Key corners
- Massing Reduction Frontage
- Volumetric Break
- Long facade modulation

Tower controls (Sections 5.12, 5.13 and 5.14)

PARCEL S3

Parcel Controls



Legend

Predominant landuse: Residential/Parking garage

Zoning: S-MU (Section 2.1)

Parcel area: 68,400 square feet

Project boundaries

- Project Site Boundary
- Parcel Boundary
- Curb edge
- Context buildings
- ◀ Stonestown Galleria entrances

Open Space Categories (Section 3.1)

- /// Mid-block passage
- Mid-block passage and Secondary Open Space

Street Corridors (Section 4.8)

- /// Publicly Accessible Sidewalk and Access Easement

Building heights (Section 5.3)

- 90 feet maximum height
- 190 feet maximum height



Key Plan

PARCEL S3

Ground Floor Controls



Legend

Ground floor uses (Section 2.2)

- Active Frontage
- Mid-block passage

Massing and Architecture Controls



Legend

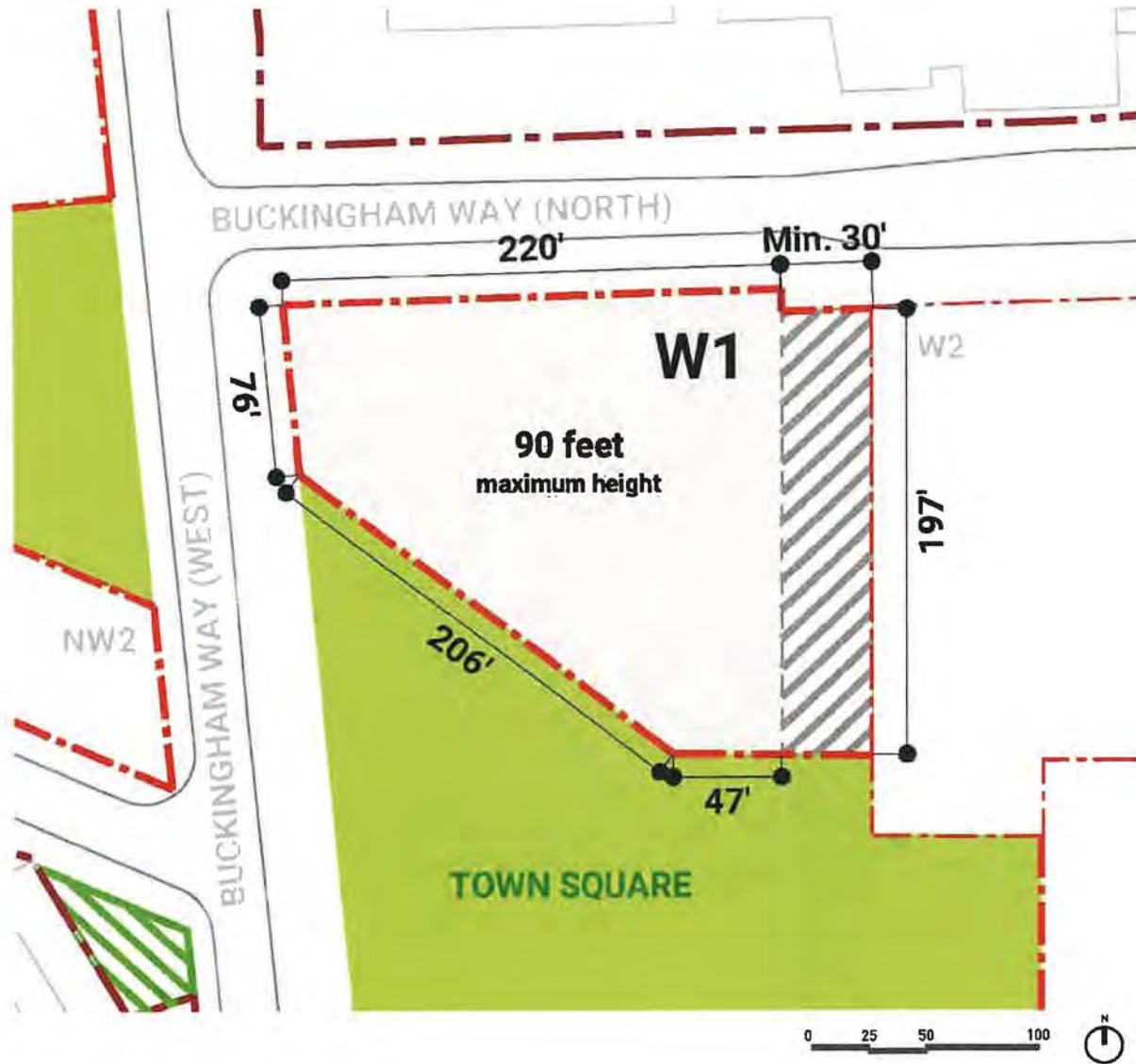
Mid-rise massing and modulation (Sections 5.9 and 5.10)

- Volumetric Break
- Long facade modulation
- Mid-block passage

Tower controls (Sections 5.12, 5.13 and 5.14)

PARCEL W1

Parcel Controls



Legend

Predominant landuse: Residential
Zoning: S-MU (Section 2.1)
Parcel area: 41,000 square feet

Project boundaries

- Project Site Boundary
- Parcel Boundary
- Curb edge
- Context buildings
- Stonestown Galleria entrances

Open Space Design (Section 3.3)

- Primary Open Space
- Secondary Open Space
- Mid-block passage

Building heights (Section 5.3)

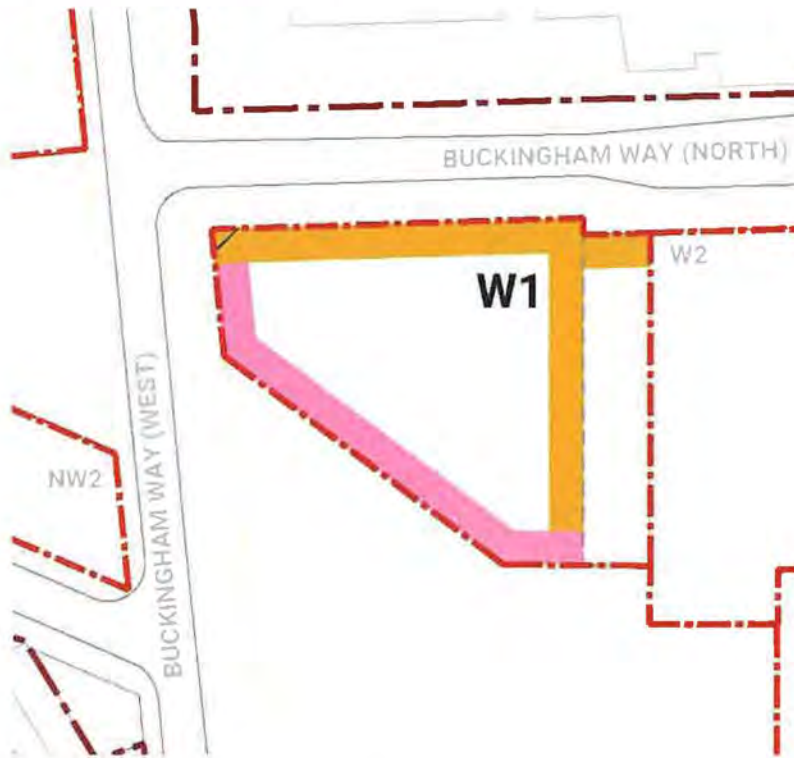
90 feet maximum height



Key Plan

PARCEL W1

Ground Floor Controls



Legend

Ground floor uses (Section 2.2)

- Retail and Service Frontage
- Active Frontage
- Ground floor recess

Massing and Architecture Controls



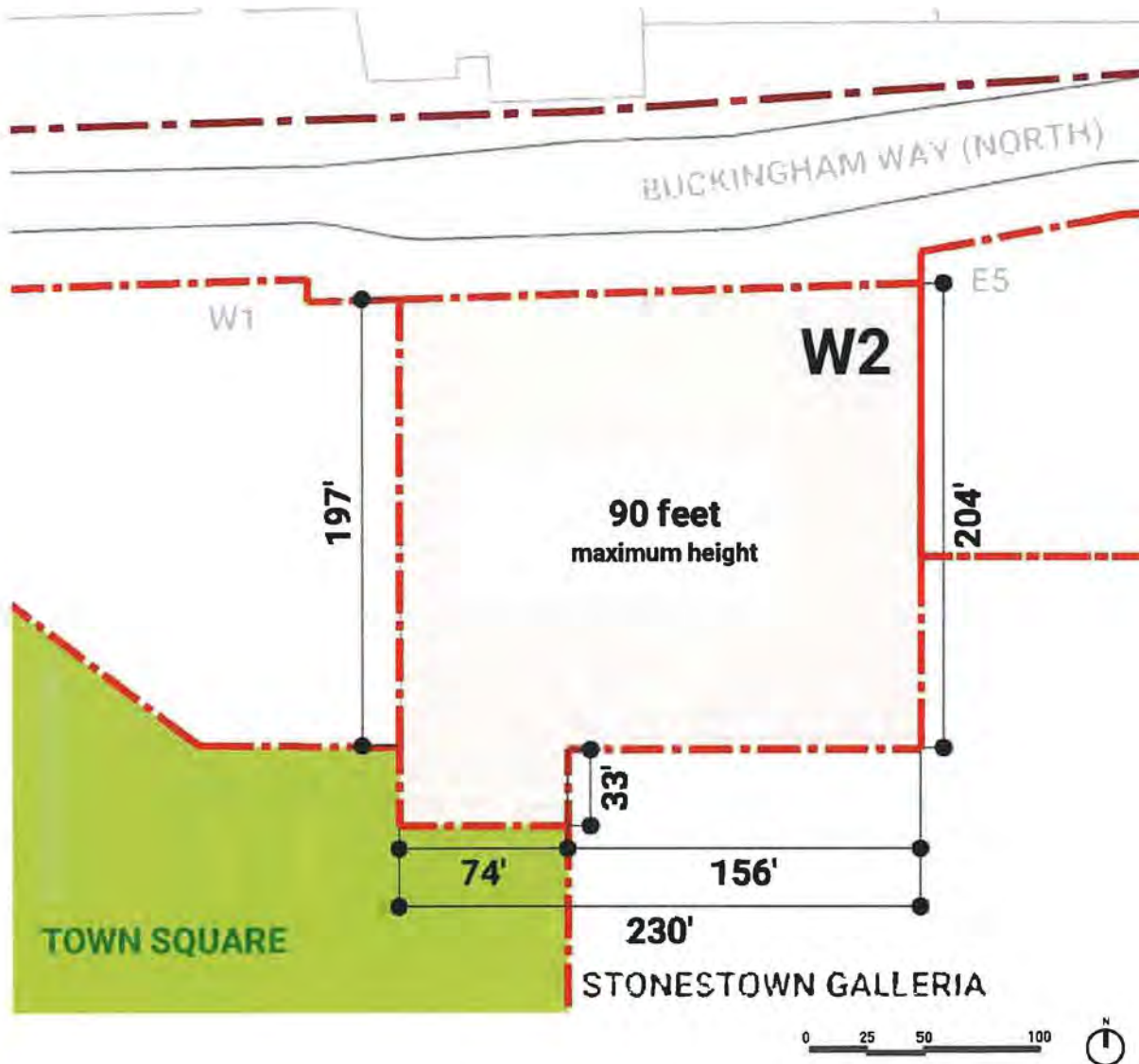
Legend

Mid-rise massing and modulation (Sections 5.5, 5.9 and 5.10)

- Key corners
- Massing Reduction Frontage
- Long facade modulation
- Mid-block passage

PARCEL W2

Parcel Controls



Legend

Predominant landuse: Residential/Parking garage

Zoning: S-MU (Section 2.1)

Parcel area: 48,900 square feet

Project boundaries

- Project Site Boundary
- Parcel Boundary
- Curb edge
- Context buildings
- Stonestown Galleria entrances

Open Space Categories (Sections 3.1 and 3.3)

- Primary Open Space

Building heights (Section 5.3)

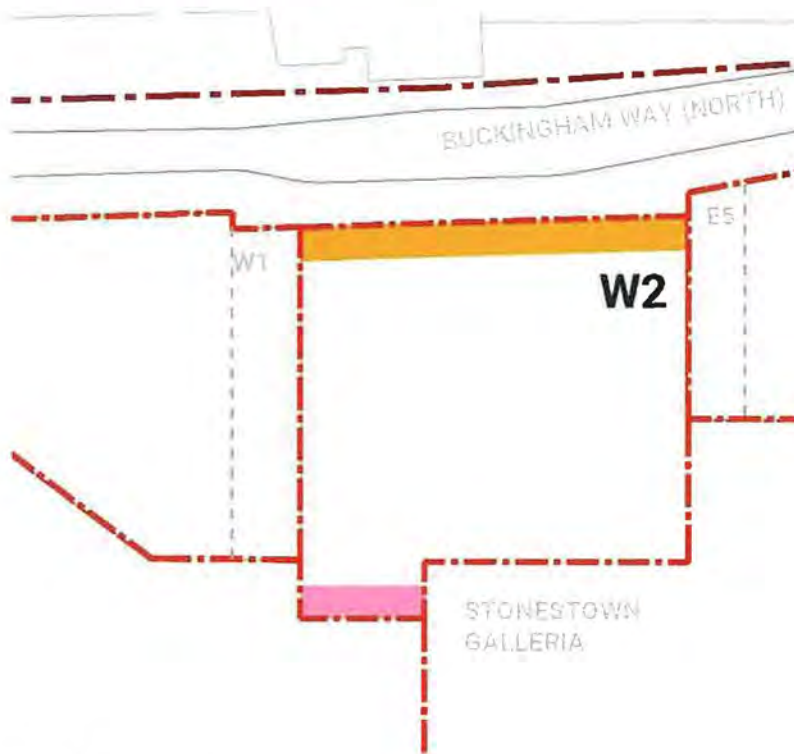
90 feet maximum height



Key Plan

PARCEL W2

Ground Floor Controls

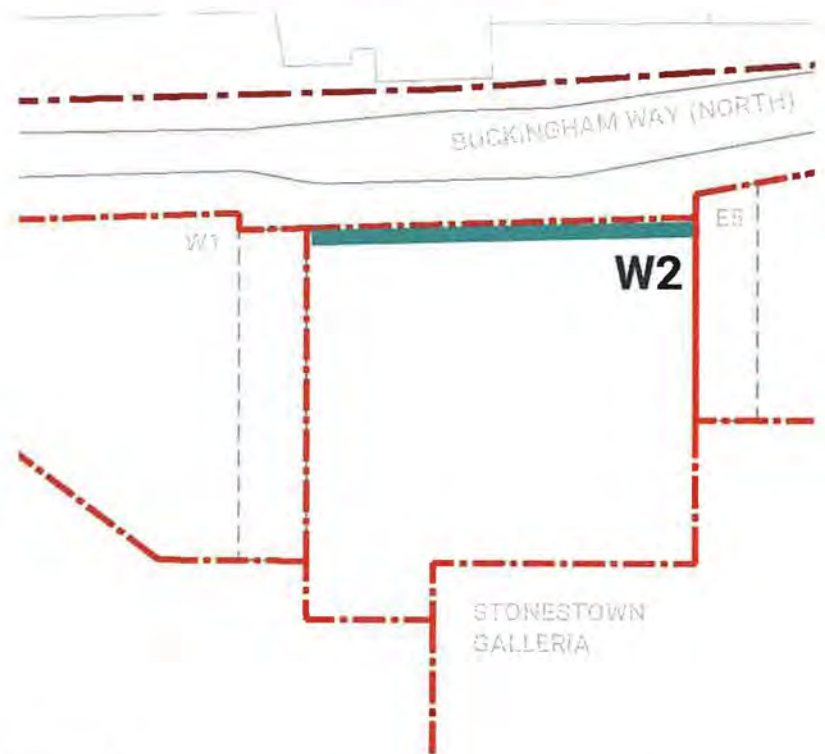


Legend

Ground floor uses (Section 2.2)

- Retail and Service Frontage
- Active Frontage
- Mid-block passage

Massing and Architecture Controls



Legend

Mid-rise massing and modulation (Section 5.9 and 5.10)

- Long facade modulation
- Mid-block passage

PARCEL W3/4

Parcel Controls



Legend

Predominant landuse: Residential
Zoning: S-MU (Section 2.1)
Parcel area: 130,900 square feet

Project boundaries

- Project Site Boundary
- Parcel Boundary
- Curb edge
- Context buildings
- Stonestown Galleria entrances

Open Space Design (Section 3.3)

- Primary Open Space

Building heights (Section 5.3)

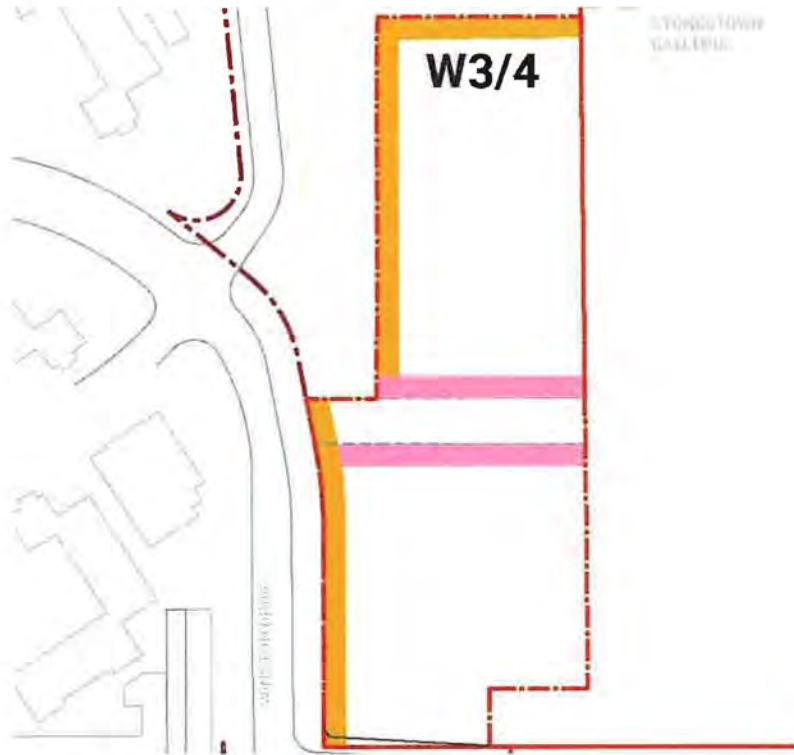
- 90 feet maximum height
- 190 feet maximum height



Key Plan

PARCEL W3/4

Ground Floor Controls

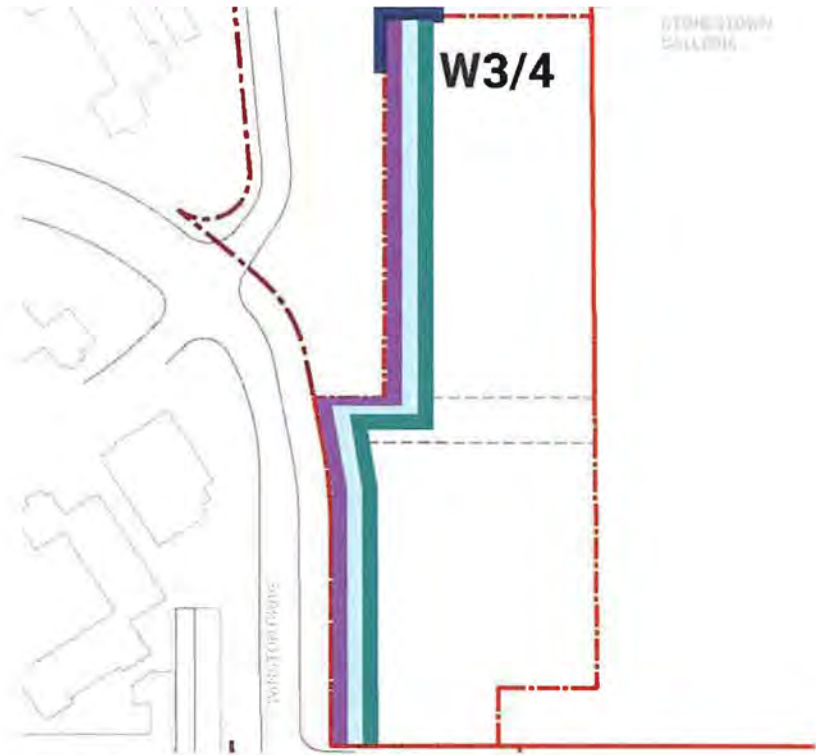


Legend

Ground floor uses (Section 2.2)

- Retail and Service Frontage
- Active Frontage
- Ground floor recess
- Mid-block passage

Massing and Architecture Controls



Legend

Mid-rise massing and modulation (Sections 5.5, 5.9, 5.10 and 5.11)

- Key corners
- Massing Reduction Frontage
- Volumetric Break
- Long facade modulation
- Mid-block passage

Tower controls (Sections 5.12, 5.13 and 5.14)

PARCEL NW1

Parcel Controls



Legend

Predominant landuse: Residential

Zoning: S-MU (Section 2.1)

Parcel area: 107,500 square feet

Project boundaries

- Project Site Boundary
- Parcel Boundary
- Curb edge
- Context buildings
- Stonestown Galleria entrances

Open Space Design (Sections 3.3, 3.4)

- Primary Open Space
- Secondary Open Space

Building heights (Section 5.3)

90 feet maximum height



Key Plan

PARCEL NW1

Ground Floor Controls



Legend

Ground floor uses (Section 2.2)

Active Frontage

Massing and Architecture Controls



Legend

Mid-rise massing and modulation (Sections 5.9 and 5.10)

Volumetric Break

Long facade modulation

PARCEL NW2

Parcel Controls



Legend

Predominant landuse: Residential
Zoning: S-MU (Section 2.1)
Parcel area: 28,750 square feet

Project boundaries

- Project Site Boundary
- Parcel Boundary*
- Curb edge
- Context buildings
- Stonestown Galleria entrances

Open Space Design (Sections 3.3, 3.4)

- Primary Open Space

Building heights (Section 5.3)

90 feet maximum height

*Parcel NW2 boundary is permitted to be reconfigured per S5.2.2



Key Plan

PARCEL NW2

Ground Floor Controls

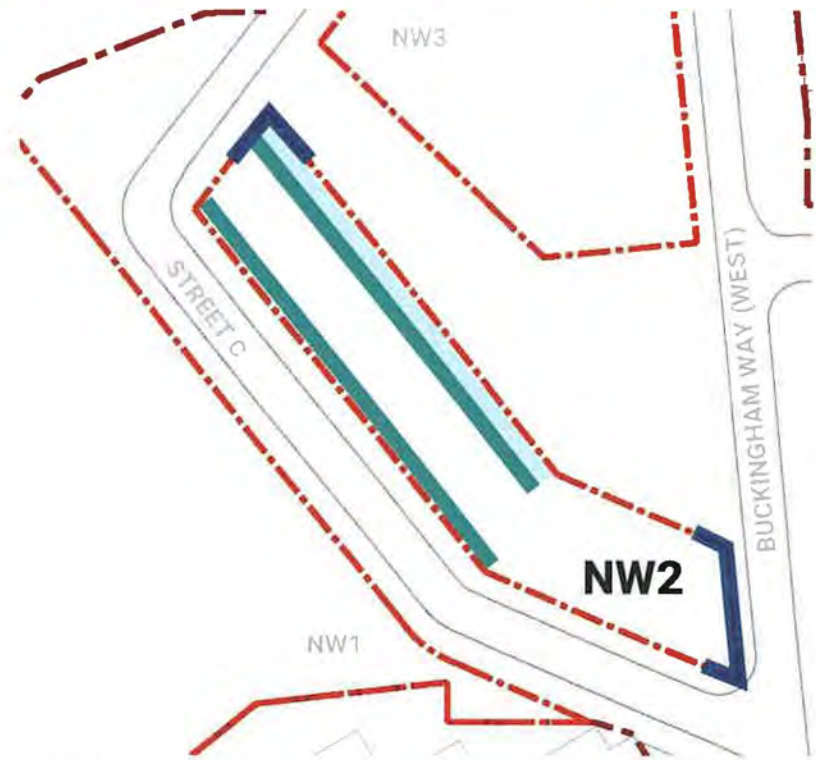


Legend

Ground floor uses (Section 2.2)

- Active Frontage
- Ground floor recess

Massing and Architecture Controls



Legend

Mid-rise massing and modulation (Sections 5.5, 5.9 and 5.10)

- Key corners
- Volumetric Break
- Long facade modulation

PARCEL NW3

Parcel Controls



- Legend**
- Predominant landuse: Residential
Zoning: S-MU (Section 2.1)
Parcel area: 30,000 square feet
- Project boundaries**
- Project Site Boundary
 - Parcel Boundary*
 - Curb edge
 - Context buildings
 - Stonestown Galleria entrances
- Open Space Design (Sections 3.3, 3.4)**
- Primary Open Space
 - Secondary Open Space
- Building heights (Section 5.3)**
- 40 feet maximum height

*Parcel NW3 boundary is permitted to be reconfigured per S5.2.2



Key Plan

PARCEL NW3

Ground Floor Controls



Legend

Ground floor uses (Section 2.2)

- Active Frontage
- Ground floor recess

EXHIBIT J
WORKFORCE AGREEMENT

EXHIBIT J
Workforce Agreement

This Stonestown Workforce Agreement (referred to herein as the “**Workforce Agreement**”) is Exhibit J to the Stonestown Development Project Development Agreement and describes Developer’s obligation to provide affordable housing for the Project. Unless otherwise specified in this Exhibit B, definitions and rules of interpretation shall be as provided in the Development Agreement (the “**Development Agreement**”) of which this Exhibit J is a part, by and between the City and County of San Francisco, a municipal corporation, and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”).

Developer shall require Project Sponsors, Contractors, Consultants, Subcontractors, and Subconsultants, as applicable, to undertake activities to support workforce development in the construction and operations of the Project, as set forth in this Exhibit J.

A. DEFINITIONS

1. “**Biotechnology business**” shall mean conducting biotechnology research and experimental development, and operating laboratories for biotechnology research and experimental development, using recombinant DNA, cell fusion, and bioprocessing techniques, as well as the application thereof to the development of diagnostic products and/or devices to improve human health, animal health, and agriculture.
2. “**Building**” means any structure having a roof supported by columns or walls.
3. “**Chapter 83**” means San Francisco Administrative Code Chapter 83 (First Source Hiring Program).
4. “**Commercial Activity**” means retail sales and services, restaurant, hotel, education, hospital, and office uses, biotechnology business, and any other non-profit or for-profit commercial uses.
5. “**Commercial Lease**” is defined in Section B(2)(a) below.
6. “**Commercial Tenant**” means a tenant engaged in Commercial Activity that enters into a Commercial Lease for more than 25,000 square feet in floor area.
7. “**Construction Work**” means the initial construction of all Covered Buildings to be carried out by a Developer, and any subsequent work that requires a Permit during the Workforce Period.
8. “**Covered Building**” means any building that requires a Permit.
9. “**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) Building 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.

10. “Developer” means any Developer that is a party to the Stonestown Development Agreement, whether the initial Developer or any assignee thereof.

11. “Permit” means (1) any building permit application for a Commercial Activity over 25,000 square feet in floor area and involving new construction, an addition, or alteration which results in the expansion of entry and apprentice level positions for a Commercial Activity; (2) any application which requires discretionary action by the City’s Planning Commission relating to a commercial activity over 25,000 square feet including, but not limited to a conditional use authorization under San Francisco Planning Code Section 249.XX (the Stonestown SUD) and office development under San Francisco Planning Code Section 320, et seq., or (3) any building permit application for a Residential Project.

12. “Residential Project” means residential development involving new construction, an addition, a conversion, or substantial rehabilitation that results in the creation or addition of ten or more residential units.

B. FIRST SOURCE HIRING PROGRAM

1. First Source Hiring for Construction. Each Developer of a Covered Building within the Project (and for the avoidance of doubt, other than a Covered Building that is subject to the Local Hiring Requirements set forth in Attachment C, if any) will enter into a Memorandum of Understanding with the City’s First Source Hiring Administration in the form attached hereto as Attachment A-1 under which each such Developer must (i) include in each contract for Construction Work a provision requiring each Contractor to enter into a FSHA Construction Agreement in the form attached hereto as Attachment A-2 before beginning any Construction Work, (ii) provide a signed copy of the FSHA Construction Agreement to the First Source Hiring Administration (“FSHA”) and CityBuild within ten (10) business days of execution. The FSHA Construction Agreement shall be required for the initial construction of each Covered Building, and (iii) any improvements or alterations that require a Permit during the 10-year period following issuance of the first temporary certificate of occupancy for the Covered Building (the “Workforce Period”).

2. First Source Hiring for Operations. Each Developer shall, with respect to each Covered Building, comply with the operational requirements of the then-current Chapter 83 in accordance with this Workforce Agreement (subject to limitations on New City Laws as provided in Section 5.6 (New City Laws) of the Development Agreement). Compliance with Chapter 83 will be achieved by the following:

a. Developer will include in all leases, subleases, or other occupancy contracts with Commercial Tenants (each, a “**Commercial Lease**”) a requirement that the Commercial Tenant enter into an FSHA Operations Agreement in the form attached hereto as Attachment B.

b. Developer will require the applicable Commercial Tenant to provide a signed copy of each FSHA Operations Agreement within ten (10) business days of execution of the Commercial Lease.

c. With the execution of each applicable Commercial Lease, Developer will provide information and require Lessee to notify OEWD Employer Services.

d. The FSHA Operations Agreement shall be required for the initial Commercial Tenant and for any later Commercial Tenant that occupies all or part of a Covered Building during the Workforce Period.

3. CityBuild shall represent the FSHA and will provide referrals of Qualified Economically Disadvantaged Individuals for Entry Level Positions on the construction work for each Covered Building as required under Chapter 83. The FSHA will provide referrals of Qualified Economically Disadvantaged Individuals for permanent Entry Level Positions located within the premises occupied by the applicable Commercial Tenant as required under Chapter 83.

4. The owners or residents of the individual residential units and any residential Homeowner’s Association within the Project shall have no obligations under this Section B and no obligation to enter into an FSHA Construction Agreement or FSHA Operations Agreement.

5. FSHA shall notify any Contractor, Subcontractor, and Commercial Tenant, as applicable, in writing, with a copy to Project Sponsor, of any alleged breach on the part of that entity of its obligations under Chapter 83 or its FSHA Construction Agreement or the FSHA Operations Agreement, as applicable, before seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code. FSHA’s sole remedies against a Contractor, Subcontractor, or Commercial Tenant shall be as set forth in Chapter 83, including the enforcement process. Upon FSHA’s request, a Project Sponsor shall reasonably cooperate with FSHA in any such enforcement action against any Contractor, Subcontractor, or Commercial Tenant, provided in no event shall a Project Sponsor be liable for any breach by a Contractor, Subcontractor, or Commercial Tenant.

6. If a Project Sponsor fulfills its obligations as set forth in this Section B, it shall not be held responsible for the failure of a Contractor, Subcontractor, Commercial Tenant, or any other person or party to comply with the requirements of Chapter 83 or this Section B. If a Project Sponsor fails to fulfill its obligations under this Section B, the applicable provisions of Chapter 83 shall apply, though the City and the Project Sponsor shall have the right to invoke the process set forth in Section 9.2 (Informal Resolution; Mediation) of the Development Agreement.

7. Any capitalized term used in this Exhibit J, including its attachments, that is not defined herein shall have the meaning given to such term in the Development Agreement or Chapter 83, as applicable.

8. This Section B is an approved “First Source Hiring Agreement” as referenced in Section 83.11 of the Administrative Code.

C. LOCAL HIRING REQUIREMENTS

Developer and Construction Contractors (and their subcontractors regardless of tier) must comply with the Local Hiring Requirements set forth in Attachment C with respect to Covered Projects (as defined in Attachment C) on City-owned real property. Local Hiring Requirements supersede the First Source Hiring Program for Construction.

D. LOCAL BUSINESS ENTERPRISE (LBE) UTILIZATION PROGRAM

Each Project Sponsor of a LBE Improvement, as those terms are defined in Attachment D, and its respective Contractors and Consultants shall comply with the Local Business Enterprise Utilization Plan set forth in Attachment D hereto.

E. PREVAILING WAGES AND WORKING CONDITIONS

Developer and other applicable parties shall pay prevailing wage as and to the extent required in Section 4.6 (Prevailing Wages) of the Development Agreement.

F. LOCAL HIRING AND FIRST SOURCE HIRING AND LBE OBLIGATIONS

The obligations set forth in this Workforce Agreement shall constitute the entirety of the Local Hiring and First Source Hiring and LBE obligations with respect to the Project, and no additional Local Hiring, First Source Hiring, or LBE obligations, or any similar obligations shall be imposed, directly or indirectly, on the Project.

G. GENERAL PROVISIONS

1. **Enforcement.** OEWD shall have the authority to enforce the Construction Workforce Requirements and the Operations Workforce Requirements. OEWD staff agree to implement this Workforce Development Plan in good faith and in a manner that will create efficiencies and avoid redundancies and will work with all of the Project’s stakeholders, including Developer and Transferees, 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 Development Plan applicable to such party directly against such party.

3. **Exclusivity.** The City, OEWD, and Developer have agreed that this Workforce Agreement will constitute the City’s 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 Development Plan, 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 their contractors under any provisions of the Development Agreement), then, in addition to any other rights and remedies provided thereunder, the parties shall have the right to invoke the process set forth in Section 9.2 (Informal Resolution; Mediation) of the Development Agreement.

Attachments:

Attachment A-1	Form of Form of Memorandum of Understanding for First Source Hiring: Construction
Attachment A-2	First Source Hiring Agreement for Construction
	Exhibit A-1 Form 1: CityBuild Workforce Projection
	Exhibit A-2 Form 3: CityBuild Job notice
Attachment B	Form of First Source Hiring Agreement for Operations
	Exhibit B-1 First Source Workforce Projection
Attachment C	Local Hiring Requirements
Attachment D	Local Business Enterprise Utilization Plan

Attachment A-1

Form of Memorandum of Understanding for First Source Hiring: Construction

[see attached]

City and County of San Francisco



First Source Hiring Program

**Office of Economic and Workforce Development
Workforce Development Division**

Attachment A-1: Memorandum of Understanding for First Source Hiring: 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 hereto 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 ten (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.
- H. Project Sponsor's obligations under this MOU shall apply to (i) the initial construction of each Covered Building (as defined in the Workforce Plan), and (ii) any improvements or alterations that require a Permit during the 10-year period following issuance of the first temporary certificate of occupancy for the Covered Building (as those terms are defined in the Workforce Plan).

Signature: _____

Date:

Name of Authorized Signer:

Email:

Company:

Phone:

Address:

Project Sponsor:

Phone:

Contact:

Email:

Address:

Date:

First Source Hiring Administration

OEWD, 1 South Van Ness 5th Fl. San Francisco, CA 94103

Attn: Ken Nim, CityBuild Director, ken.nim@sfgov.org

Attachment A-2
First Source Hiring Agreement for Construction

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, pursuant to that certain Workforce Agreement attached to that certain Development Agreement between _____ (“**Developer**”) and the City and County of San Francisco, a municipal corporation (the “**City**”), dated as of _____, 2024 (the “**Workforce Agreement**”), Developer is party to that certain Memorandum of Understanding with FSHA, dated as of [_____, 20__] (the “**MOU**”);

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. “**Collective Bargaining Agreements**” mean any consent decrees, collective bargaining agreements, project labor agreement, project stabilization agreement, existing employment contract or other labor agreement or labor contract applicable to the Project.
- b. “**Core**” or “**Existing**” workforce. Contractor’s “core” or “existing” workforce shall consist of any worker who appears on the Contractor’s active payroll submitted into the City’s certified payroll system for at least 60 days of the 100 working days prior to the award of this Contract.
- c. “**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.

- d. **“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.
- e. **“First Opportunity”**. Consideration by Contractor of System Referrals for filling Entry Level Positions prior to recruitment and hiring of non-System Referral job applicants.
- f. **“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.
- g. **“Job Classification”**. Categorization of employment opportunity or position by craft, occupational title, skills, and experience required, if any.
- h. **“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.
- i. **“New hire”**. A “new hire” is any worker who is not a member of Contractor’s core or existing workforce.
- j. **“Publicize”**. Advertise or post available employment information, including participation in job fairs or other forums.
- k. **“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.
- l. **“Referral”**. A referral is an individual member of the CITYBUILD Referral Program who has received training appropriate to entering the construction industry workforce.
- m. **“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.

- n. **“System Referrals”**. Referrals by CityBuild of Qualified applicants for Entry Level Positions with Contractor.
- o. **“Subcontractor”**. A person or entity who has a direct contract with Contractor to perform a portion of the work under the Contract.
- p. **“Workforce participation goal”**. The workforce participation goal is expressed as a percentage of the Contractor’s and its Subcontractors’ new hires for the Project.

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 expectation.
 - iv. Contractor and Subcontractors will provide documented verification that its “core” employees for this contract meet the definition listed in Section 1.a.
 - v. Contractor will notify CityBuild of new-hire opportunities by submitting Job Notice Form 3, when hiring opportunities are available.
- b. The Contractor shall perform the following in its good faith efforts to meet the First Source hiring goal set forth in Section 2.a above:
 - 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.

- 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, to the extent set forth in any 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 CityBuild Workforce Projection Form 1; and ongoing submission of Form 3 Job Notice when new-hire opportunities are available.
- 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 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 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 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 hereto 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 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. Except to the extent prohibited by applicable privacy laws, 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, and submittal of core or existing workforce payroll through the City's payroll system. 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 any Collective Bargaining Agreements. In the event of a conflict between this Agreement and an existing Collective Bargaining Agreement, the terms of the existing Collective Bargaining 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 consistent with applicable privacy laws 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 hereto.

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: CityBuild Compliance Manager,
citybuild@sfgov.org

If to CityBuild: CityBuild
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Compliance Manager,
citybuild@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 Contractor, 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

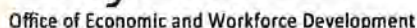
19. GOVERNING LAW

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:	_____



CITYBUILD@SFGOV.ORG | 415.701.4848 (P) | 415.701.4896 (F) | WWW.OEWD.ORG



CityBuild

Office of Economic and Workforce Development

FIRST SOURCE HIRING PROGRAM FORM 1: WORKFORCE PROJECTIONS

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 ☐			
	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 ☐		
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		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		

FOR CITY USE ONLY: CityBuild Staff: _____

Approved: Yes ☐ No ☐

Date: _____

Reason: _____

CONTACT CITYBUILD FOR QUESTIONS:

CITYBUILD@SFGOV.ORG | 415.701.4848 (P) | 415.701.4896 (F) | WWW.OEWD.ORG



Contractors performing work on public works projects, private developments and other construction projects covered by the San Francisco Administrative Code, the Mayor's Office of Housing (MOH) or the Office of Community Investment and Infrastructure (OCII) shall utilize this form to notify CityBuild of all hiring opportunities at least three (3) business days prior to the worker's start date.

INSTRUCTIONS:

1. Complete the information below and email the completed form to citybuild@sfgov.org.
2. Include the assigned CityBuild compliance officer in the email when submitting the completed form.
3. To confirm receipt of the form, contact the Office of Economic and Workforce Development (OEWD) at 415-701-4848.

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

Is your organization Union signatory? ☐ YES (complete Union information below) ☐ NO (continue to Section C)

Local #: _____ Union Contact Name: _____ Union Phone #: _____

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 C. CONTRACTOR INFORMATION

Project Name: _____
Jobsite Location: _____
Contractor: _____ Prime ☐ Sub ☐
Contractor Address: _____
Contact Name: _____ Title: _____
Office Phone: _____ Cell Phone: _____ Email: _____
Alt. Contact: _____ Phone #: _____
Contractor Signature: _____ Date: _____

OEWD USE ONLY

Able to fill: YES ☐ NO ☐
Referral Notes:



SAN FRANCISCO

OFFICE OF ECONOMIC & WORKFORCE DEVELOPMENT

City and County of San Francisco /
Office of Mayor London N. Breed
Economic and Workforce Development /
Sarah Dennis-Phillips, Director

Attachment B

Form of First Source Hiring Program Agreement For Business Commercial Operations, and/or End Use Occupancy of a Covered Building

This First Source Hiring Agreement (this “FSHP Operations Agreement”), is made as of [____], by and between [____] (the “Lessee”), and the City and County of San Francisco (“City”), acting by and through its First Source Hiring Administration, (the “FSHA”), collectively the “Parties”:

RECITALS

WHEREAS, the City and _____ (“**Project Sponsor**”) entered into that certain Development Agreement dated as of _____, 2024 (the “**Development Agreement**”) for the Stonestown Mixed Use Development Project (the “**Project**”), which Development Agreement was approved by the Board of Supervisors by Ordinance No. _____, dated _____, 2024; and

WHEREAS, under the Workforce Agreement attached to the Development Agreement as Exhibit J (the “**Workforce Agreement**”), Project Sponsor agreed to provide notice in certain Commercial Leases entered into during the Workforce Period (as those terms are defined in the Workforce Agreement), a requirement that the Commercial Tenant (as defined in the Workforce Agreement) enter into a FSHA Operations Agreement, substantially in the form attached to the Workforce Agreement as Attachment B; and

WHEREAS, Lessee is a Commercial Tenant, as defined in the Workforce Agreement, and has plans to occupy [a portion of the] building at [Address] (the “**Premises**”) under a Commercial Lease that involves the issuance of a permit for more than 25,000 square feet in floor area; and

WHEREAS, as a material part of the consideration given by Lessee under the Commercial Lease, 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;

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:

I. DEFINITIONS

For purposes of this FSHP Agreement, initially capitalized terms shall be defined as follows:

- a. **Entry Level Position:** Any position that requires any of the following: (1) no education above a high school diploma or certified equivalency; (2) less than two years of training or specific preparation; (3) a college and/or post graduate degree; or





(4) a license or a permit. "Entry level position" shall include temporary and permanent jobs.

- b. Lessee: The Lessee first identified above shall include every person tenant, subtenant, or any other entity occupying the Premises 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.
- c. Referral: 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.
- d. Workforce System: The System established by the City and County of San Francisco and managed by OEWD for maintaining 1. A pool of qualified individuals; and 2. The mechanism by which individuals are certified and referred to prospective employers covered by the FSHP requirements under this Chapter.

2. OEWD SYSTEM PARTICIPATION

- a. Lessee shall notify OEWD of every available Entry Level Position and provide OEWD 10 business days to recruit and refer qualified candidates from the Workforce System 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 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 the Premises from the date Lessee opens for business at the Premises through termination of Lessee's lease or other occupancy agreement, at which time this FSHA Operations Agreement shall terminate and be of no further force and effect on the parties hereto.





SAN FRANCISCO

OFFICE OF ECONOMIC & WORKFORCE DEVELOPMENT

City and County of San Francisco /
Office of Mayor London N. Breed
Economic and Workforce Development /
Sarah Dennis-Phillips, Director

3. GOOD FAITH EFFORT TO COMPLY WITH LESSEE OBLIGATIONS

Lessee will make good faith efforts to comply with its obligations under this Agreement. Determination of good faith efforts shall be based on all of the following:

- a. Lessee shall accurately complete and submit the "First Source Employer's Projection of Entry-Level Positions" to OEWD upon execution of this Agreement in the form attached hereto as Attachment B1.
- b. Lessee shall register with OEWD's data system, upon execution of this Agreement.
- c. Lessee shall notify OEWD of all available Entry Level Positions 10 business days prior to posting with the general public. 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.
- d. If Lessee's operations create Entry Level Positions, Lessee will provide good faith efforts to fill at least 50% of open Entry Level Positions with First Source referrals. Specific hiring decisions shall be the sole discretion of the Lessee.
- e. 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.
- f. Lessee's failure to meet the criteria set forth in this Section 3 may trigger a review of the referral process and compliance with this Agreement. Failure to comply with this Agreement may result in penalties as defined in San Francisco Administrative Code Chapter 83. Lessee agrees to review San Francisco Administrative Code Chapter 83, and execution of this Agreement denotes that Lessee agrees to its terms and conditions.

4. NOTICE

All notices to be given under this Exhibit shall be in writing and sent via mail or email as follows:

ATTN: Employer Services, Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Email: Employer.Services@sfgov.org





SAN FRANCISCO

OFFICE OF ECONOMIC & WORKFORCE DEVELOPMENT

City and County of San Francisco /
Office of Mayor London N. Breed
Economic and Workforce Development /
Sarah Dennis-Phillips, Director

5. ADDITIONAL TERMS

This Agreement contains 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 Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected. If this 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 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 Lessee, their obligations shall be joint and several.

Section titles and captions contained in this Exhibit are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Exhibit or the intent of any of its provisions. This Exhibit shall be governed and construed by laws of the State of California.

IN WITNESS WHEREOF, the following have executed this Exhibit as of the date set forth above.

Date: _____ Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____ City, State, Zip: _____

Phone: _____ Email: _____



**Attachment B-1**
First Source Workforce Projection

Business Name: _____

Main Contact: _____

Contract ID (If applicable): _____ Supplier ID (If applicable): _____

Phone: _____ Email: _____

Date: _____ Signature: _____

Name of Authorized Representative: _____

* By signing this form, the company agrees to participate in the San Francisco Workforce Development System established by the City and County of San Francisco, and comply with the provisions of the First Source Hiring Program pursuant to Chapter 83 of the San Francisco Administrative Code

Instructions:

- This form must be submitted via email to the Office of Economic and Workforce Development at employer.services@sfgov.org with the subject line First Source Hiring Workforce Projection Form
- If an entry-level position becomes available at any time during the term of the lease and/or contract, the company must notify the First Source Hiring Program Administrator at employer.services@sfgov.org

Section 1: Select your Industry:

Accommodation and Food Services	Educational Services	Mining, Quarrying, and Oil and Gas Extraction	Retail Trade
Administrative and Support Services	Finance and Insurance	Manufacturing	Transportation and Warehousing
Agriculture, Forestry, Fishing and Hunting	Health Care and Social Assistance	Professional, Scientific, and Technical Services	Utilities
Arts, Entertainment, and Recreation	Information	Public Administration	Wholesale Trade
Construction	Management of Companies and Enterprises	Real Estate and Rental and Leasing	Other Services (except Public Administration)

Section 2: Indicate Industry NAICS code if known: _____**CONTACT**

 employer.services@sfgov.org
 (415) 701-4848 main

 1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
 (415) 701-4894 fax

Section 3: Provide information on all Entry Level Positions:

Entry-level Position Title	Job Description	Number of New Hires	Projected Hiring Date

Section 4: Select the type of First Source Project:

Contractor	Scene in San Francisco Rebate Applicant
Subcontractor	City Contract (Department) _____
City of San Francisco Tenant	Cannabis
Subtenant	Other _____
Developer	

CONTACT

 employer.services@sfgov.org
 (415) 701-4848 main

 1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
 (415) 701-4894 fax

First Source Hiring Program Fact Sheet

What is the First Source Hiring Program?

The First Source Hiring Program (First Source) was enacted in 1998 under Chapter 83 of the City's Administrative Code and is administered by the Office of Economic and Workforce Development (OEWD). The First Source Hiring Program requires that developers, contractors, and employers use good-faith efforts to hire economically disadvantaged San Franciscan residents for new entry-level positions.

The First Source Hiring Program provides a ready supply of qualified workers to employers with employment needs, and it gives economically disadvantaged individuals the first opportunity to apply for entry-level positions in San Francisco. Entry-level positions are defined as those requiring less than two years of training or specific preparation and includes temporary and permanent jobs.

How can the First Source Hiring Program help your business at no cost?

- Promote job announcements to over 2,000 recipients in the San Francisco community
- Connect you with a pool of qualified, pre-screened candidates
- Refer graduates of OEWD-funded industry sector training programs
- Coordinate customized recruitment and hiring events
- Provide access to City-wide recruitment facilities and events

Which Businesses are required to comply with the First Source Hiring Program?

- Businesses who have leases with the City on City Property
- Businesses with City contracts for goods, services, grants or loans in excess of \$50,000
- Businesses with City-issued construction contracts in excess of \$350,000
- Developers with building permits for residential projects over 10 units and all employers engaged in commercial activity to be conducted in said development project, including residential services
- Any building permit application for a commercial activity over 25,000 square feet and involving new construction, an addition, or alteration which results in the expansion of entry and apprentice-level positions for a commercial activity
- Cannabis-related businesses
- Special projects required by the Board of Supervisors and administered by OEWD

I need to comply with the First Source Hiring Program, where do I start?

Step #1: Contact the Business Services Team at the Office of Economic and Workforce Development (OEWD) by emailing to employer.services@sfgov.org You can also call 415-701-4848 and ask to speak with a First Source Hiring Program Specialist.

Step #2: The Business Services Team will assist you with registering your business in the OEWD's data system.

Step #3: Once you have registered with the OEWD's data system, the Business Services Team will assist you with recruitment for your open positions.

What are the penalties for non-compliance with the First Source Hiring Program?

Liquidated damages up to \$5,000 can be assessed for each entry-level job improperly withheld from the First Source Hiring Program process

Thank you for your interest in San Francisco's First Source Hiring Program. For more information, please visit us online at <https://oewd.org/first-source>, email us at employer.services@sfgov.org, or call us at 415-701-4848 and ask to speak with a First Source Hiring Program Specialist.

CONTACT

Attachment C
Local Hiring Plan for Construction on City-Owned Property

1. SUMMARY

1.1 This Attachment C ("**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 C, this Attachment C shall govern.

1.2 The provisions of this Local Hiring Plan are hereby incorporated as a material term of the Development Agreement. Developer shall require any Covered Contractor to agree that (i) Covered 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 Covered Contractor and its Subcontractors, and (iii) Covered Contractor has had a full and fair opportunity to review and understand the terms of this Local Hiring Plan.

1.3 OEWD is responsible for administering this 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: <https://www.sf.gov/information/local-hire-construction>.

1.4 Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement (for the avoidance of doubt, including the Workforce Agreement) or the Policy, as applicable.

2. DEFINITIONS. For purposes of this Attachment C, the following definitions apply:

2.1 "**AMI**" means the current unadjusted median income for the San Francisco area as published by HUD, adjusted solely for household size, or as otherwise agreed by Developer and MOHCD pursuant to the Housing Plan.

2.2 "**City-Owned Property**" means the Existing City-Owned Rights-of-Way and the RPD Parcel (as those terms are defined in the Development Agreement), or other real property owned by the City.

2.3 "**Construction Work**" means the initial construction of Public Improvements on City-Owned Property excepting Specialized Trades and work performed as a result of a threat to life, limb or property or other emergency or circumstances requiring immediate action.

2.4 "**Covered Contractor**" means a prime contractor, general contractor, or construction manager contracted by Developer who performs Construction Work on a Covered Project.

2.5 "**Covered Project**" means Construction Work on City-Owned Property with an estimated cost in excess of the Threshold Amount.

2.6 **“Disadvantaged Worker”** means a Local Resident who (i) resides in a census tract within the City with a rate of unemployment in excess of one hundred and fifty percent (150%) of the City unemployment rate, as reported by the State of California Employment Development Department; (ii) at the time of commencing work on a Covered Project has a household income of less than eighty percent (80%) of the AMI; or (iii) faces or has overcome at least one (1) of the following barriers to employment: being homeless, being a custodial single parent, receiving public assistance, lacking a GED or high school diploma, participating in a vocational English as a Second Language (ESL) program, or having a criminal record or other involvement with the criminal justice system.

2.7 **“Job Notification”** means the written notice of any Hiring Opportunity from a Covered Contractor to CityBuild. Covered Contractor shall provide Job Notifications to CityBuild with a minimum of three (3) Business Days’ notice. For purposes of the foregoing, a **“Hiring Opportunity”** is created when a Covered Contractor adds workers to its existing workforce for the purpose of performing Construction Work on a Covered Project. For example, if the carpentry subcontractor has an existing crew of five (5) carpenters and needs seven (7) carpenters to perform the Construction Work on the Covered Project, then there are two (2) Hiring Opportunities for carpentry for such Construction Work.

2.8 **“Non-Covered Project”** means any construction project other than a Covered Project.

2.9 **“Project Work”** means Construction Work performed as part of a Covered Project.

2.10 **“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 Covered Contractor and/or any Subcontractor.

2.11 **“Specialized Trades”** is defined in Section 5.A.1 below.

2.12 **“Subcontractor”** means any person, firm, partnership, owner-operator, limited liability company, corporation, joint venture, proprietorship, trust, association, or other entity that contracts with a Covered Contractor and/or another subcontractor to provide services to a Covered Contractor and/or another subcontractor in fulfillment of Covered Contractor’s or that other subcontractor’s obligations arising from a contract for Construction Work on a Covered Project.

2.13 **“Targeted Worker”** means any Local Resident or Disadvantaged Worker.

2.14 **“Threshold Amount”** is defined in Section 6.1 of the San Francisco Administrative Code, as amended as of the date of determination, to the extent that such amendments apply to the Project pursuant to the Development Agreement.

3. LOCAL HIRING REQUIREMENTS

3.1 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 thirty percent (30%), with a goal of no less than fifteen percent (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 the Project Work, if any, within each Development Phase under the Development Agreement and in no event shall be greater than thirty percent (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.

3.2 Apprentices. For all construction contracts for Covered Projects, at least fifty percent (50%) of the Project Work Hours performed by Apprentices within each trade is required to be performed by Local Residents. Hiring preferences shall be given to Apprentices who are referred by the CityBuild program. This document also establishes a goal of no less than twenty-five percent (25%) of Project Work Hours performed by Apprentices within each trade to be performed by Disadvantaged Workers.

3.3 Out-of-State Workers. For all Covered Projects, Project Work Hours performed by residents of states other than California will not be considered in the calculation of the number of Project Work Hours to which the local hiring requirements apply. Covered Contractors and Subcontractors shall report to OEWD the number of Project Work Hours performed by residents of states other than California.

3.4 Preconstruction or other Local Hire Meeting(s). Prior to the commencement of Construction Work on Covered Projects, Covered Contractor and its Subcontractors who have been engaged by contract and identified in the local hiring forms submitted in accordance with Section 6 hereof as contributing toward the mandatory local hiring requirement shall attend a preconstruction or other Local Hire meeting(s) convened by OEWD staff. Representatives from Covered Contractor and the Subcontractor(s) who attend the preconstruction or other Local Hire meeting must have hiring authority. Covered 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 upon by Covered Contractor and OEWD staff.

3.5 This Local Hiring Plan does not limit the ability of Covered Contractor or its Subcontractors to assess the 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 Covered Contractor or Subcontractor to employ a worker not qualified for the position in question or to employ any particular worker.

3.6 For the avoidance of doubt, Construction Work for Non-Covered Projects may be subject to the First Source Hiring Program for Construction Work in accordance with the Workforce Agreement.

4. CITYBUILD WORKFORCE DEVELOPMENT PROGRAM: EMPLOYMENT NETWORKING SERVICES

4.1 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 Covered Contractor and Subcontractors to meet Covered Contractor's local hiring requirements under this Local Hiring Plan. CityBuild has two (2) main goals:

4.1.1 to assist with local hiring requirements under this Local Hiring Plan by connecting Covered Contractor and Subcontractors with qualified journey-level, Apprentice, and pre-Apprentice Local Residents and

4.1.2 to promote training and employment opportunities for Disadvantaged Workers of all ethnic backgrounds and genders in the construction workforce.

4.2 Where a Covered Contractor's or its Subcontractors' preferred or preexisting hiring or staffing procedures for a Covered Project do not enable Covered Contractor to satisfy the local hiring requirements of this Local Hiring Plan, Covered Contractor or Subcontractor shall use other procedures to identify and retain Targeted Workers, including the following:

4.2.1 requesting to connect with workers through CityBuild, with qualifications described in the request limited to skills directly related to the performance of job duties and

4.2.2 considering Targeted Workers networked through CityBuild within three (3) Business Days of CityBuild's receipt of the applicable Job Notification and who meet the qualifications described in the Job Notification. Such consideration may include in-person interviews. All workers networked through CityBuild will qualify as Disadvantaged Workers under this Local Hiring Plan. Neither Covered Contractor nor its Subcontractors are required to make an independent determination of whether any such worker is a Disadvantaged Worker as defined above.

5. CONDITIONAL WAIVER FROM LOCAL HIRING REQUIREMENTS

5.1 Covered Contractor or the Subcontractor may use one (1) or more of the following pipeline and retention compliance mechanisms to receive a conditional waiver from Section 1.3 of this Local Hiring Requirements agreement for the applicable Covered Project. All requests for conditional waivers must be submitted to OEWD for approval, which shall be promptly granted if the criteria specified below are met:

5.1.1 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. Covered 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.

5.1.2 Credit for Hiring on Non-Covered Projects. Covered Contractor and its Subcontractors may accumulate credit hours for hiring Targeted Workers on Non-

Covered Projects in the nine (9)-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 Covered Contractor on future projects to satisfy any shortfall Covered Contractor may have on a Covered Project. Such commitment shall be in writing by Covered Contractor, shall extend for a period of time negotiated between Covered Contractor and OEWD, and shall commit Covered Contractor to satisfying any assessed penalties should Covered Contractor fail to achieve the required credit hours.

5.1.3 Sponsoring Apprentices. Covered Contractor or a Subcontractor may agree to sponsor an OEWD-specified number of new Apprentices in trades in which noncompliance is likely and retain those Apprentices for the period of Covered Contractor's or a Subcontractor's work on the Covered Project. OEWD will verify with the California Department of Industrial Relations that the new Apprentices are registered and active Apprentices. Covered Contractor will be required to write a sponsorship letter on behalf of the identified candidate to the appropriate local union and will make the necessary arrangements with the union to hire the candidate as soon as s/he is indentured.

5.1.4 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. Covered Contractor may avoid assessment of penalties for noncompliance with this Local Hiring Plan by Covered Contractor or its Subcontractors hiring and retaining Apprentices who are enrolled through such direct-entry agreements. Covered Contractor may also utilize OEWD-approved organizations with direct-entry agreements with local unions, including District 7 and District 4-based organizations, to hire and retain Targeted Workers. To the extent that Covered Contractor and/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 noncompliance with this Local Hiring Plan.

5.1.5 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 Covered 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 Covered Contractor and OEWD.

6. LOCAL HIRING FORMS

6.1 Utilizing the City's online Project Reporting System, Covered Contractors for Covered Projects shall submit the following forms to OEWD:

6.1.1 Form 1: Local Hiring Workforce Projection. OEWD Form 1 (CityBuild Workforce Projection), a copy of which is attached to this Local Hiring Plan, shall be initially submitted prior to the start of construction of a Covered Project and updated quarterly by Covered Contractor until all subcontracting for the Covered Project is completed.

6.1.2 Form 2: Local Hiring Plan. For Covered Projects estimated to cost more than one million dollars (\$1,000,000), Covered Contractor shall prepare and submit to OEWD for approval OEWD Form 2, a copy of which is attached hereto. This Form 2 shall be initially submitted prior to the start of construction of the Covered Project and updated quarterly by Covered Contractor until all subcontracting for the Covered Project is completed.

6.1.3 Job Notifications. Upon commencement of work on a Covered Project, Covered Contractor and its Subcontractors may submit Job Notifications to CityBuild to connect with local trades workers.

6.1.4 Form 4: Conditional Waivers. If a Covered Contractor or a Subcontractor believes the local hiring requirements cannot be met, it may submit OEWD Form 4 (Conditional Waiver), a copy of which is attached hereto, as more particularly described in Section 5 above.

7. ENFORCEMENT, RECORD KEEPING, NONCOMPLIANCE, AND PENALTIES

7.1 Subcontractor Compliance. Each Covered Contractor and Subcontractor shall ensure that all its Subcontractors agree to comply with all applicable requirements of this document with respect to the Project Work. All Subcontractors agree as a term of participation on a Covered 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 a Covered Project shall be responsible for complying with the recordkeeping and reporting requirements set forth in this Local Hiring Plan with respect to the Project Work. Subcontractors with Project Work in excess of the Threshold Amount shall be responsible for ensuring compliance with the Local Hiring Requirements set forth in Section 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. Notwithstanding the foregoing, nothing in this Local Hiring Plan shall be interpreted to require Developer or any Covered Contractor or Subcontractor to provide reporting information or keep records to the extent that such reporting or recordkeeping is prohibited under applicable privacy laws, including the California Consumer Protection Act.

7.2 Reporting. Covered Contractor shall submit certified payrolls for the Project Work performed by them to the City electronically using the Project Reporting System. OEWD will monitor compliance with this Local Hiring Plan electronically.

7.3 Recordkeeping. Covered Contractor and each Subcontractor shall keep, or cause to be kept, for a period of four (4) years from the date of Substantial Completion of Construction Work, certified payroll and basic records, including timecards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing Construction Work on a Covered Project.

7.3.1 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; the 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 Covered 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.

7.3.2 Covered Contractor and Subcontractors may verify that a worker is a Local Resident by following OEWD's domicile policy as described in Chapter 83.4 of the Administrative Code.

7.3.3 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.

7.4 Monitoring. From time to time and in its sole discretion, OEWD may monitor and investigate the compliance of Covered Contractor and Subcontractors working on a Covered Project with the requirements in this Local Hiring Plan. Covered Contractor shall allow representatives of OEWD in the performance of their duties to engage in random inspections of Covered Projects. Covered Contractor and all Subcontractors shall also allow representatives of OEWD to have access to employees of Covered Contractor and Subcontractors and the records required to be maintained under this document as allowed by Law.

7.5 Noncompliance and Penalties. Failure of Covered Contractor and/or its Subcontractors to comply with the requirements of this Local Hiring Plan and the obligations set forth in this Local Hiring Plan may subject Covered 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 Covered 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.

7.5.1 Penalties Amount. If any Covered 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 Covered 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 Covered Contractors or Subcontractors good faith efforts in accordance with this Local Hiring Program, then Covered 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 journey-level 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 Covered Contractor or Subcontractor on the Covered Project for each hour by which Covered 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.

7.5.2 Assessment of Penalties. OEWD shall determine whether a Covered Contractor and/or any Subcontractor has failed to comply with the Local Hiring Requirements of this Local Hiring Plan. If, after conducting an investigation, OEWD determines that a violation has occurred, it shall issue and serve an assessment of penalties to Covered Contractor and/or any Subcontractor that sets forth the basis of the assessment and orders payment of penalties in the amounts equal to the journey-level or Apprentice prevailing wage rates, as applicable, for the primary trade used by Covered Contractor or Subcontractor on the Project for each hour by which Covered 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 Covered Contractor or Subcontractor identifying the grounds for the penalty and providing Covered Contractor or Subcontractor with the opportunity to respond pursuant to the recourse procedures prescribed in this Local Hiring Plan.

7.5.3 Recourse Procedure. If Covered Contractor or Subcontractor disagrees with the assessment of penalties, then the following procedure applies:

(a) Covered Contractor or Subcontractor may request a hearing in writing within fifteen (15) days of the date of the final notification of assessment. The request shall be directed to the City Controller. Failure by Covered Contractor or Subcontractor to submit a timely, written request for a hearing shall constitute a concession to the assessment, and the forfeiture shall be deemed final upon expiration of the fifteen (15)-day period. Covered Contractor or Subcontractor must exhaust this administrative remedy prior to commencing further legal action.

(b) Within fifteen (15) days of receiving a proper request, the Controller shall appoint a hearing officer with knowledge and not less than five (5) years' experience in labor law and shall so advise the enforcing official and Covered 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 forty-five (45) days of the notification of the appointment of the hearing officer and conclude within seventy-five (75) days of such notification, unless all parties agree to an extended period.

(d) Within thirty (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) Covered 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.

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, project stabilization agreements, existing employment contracts or other labor agreements, or labor contracts (collectively, **"Collective Bargaining Agreements"**). In the event of a conflict between this Local Hiring Plan and any Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Local Hiring Plan.

Attachment D
Local Business Enterprise Utilization Plan

1. **Purpose and Scope.** This **Attachment D** ("**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 Agreement or Section 14B.20 as applicable. The purpose of the LBE program is to engage contracting teams that reflect the diversity of the City and include participation of both businesses and residents from the City's most disadvantaged communities and encourage Micro-LBE participation. 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 each LBE Improvement (as defined below), 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**") in accordance with this Attachment. Each Project Sponsor shall participate in this local business enterprise program, and the City's Contract Monitoring Division ("**CMD**") will serve the roles as set forth below; provided, however, that, as set forth in **Section 5** below, the requirements of this **Attachment D** may be satisfied on a project- wide basis.

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 Project Sponsor, Construction Contractor or professional services firm retained to work on a LBE Improvement, as the case may be (each, a "**Contracting Party**"), as required by the solicitation or request for quotes, bids or proposals. Businesses that engage in the business of providing brokerage, referral or temporary employment services shall not be deemed to perform a "commercially useful function" unless the brokerage, referral or temporary employment services are those required and sought by the Project Sponsor or a Contractor or professional services firm. When the Project Sponsor or a Contractor or professional services firm requires and seeks products from an LBE supplier or distributor, including, without limitation, products that are not regularly stocked or are a specially manufactured item(s), no more than 60% of the entire cost of the product shall be credited towards LBE participation goals.

c. "**Consultant**" shall mean a person or company that has entered into a professional services contract for monetary consideration with 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 a Workforce Building.

d. **“Contract(s)”** shall mean an agreement, whether a direct contract or subcontract, for Consultant or Contractor services for all or a portion of a LBE Improvement, subject to the exclusions set forth in Section 5 below.

e. **“Contractor”** shall mean a person or entity that enters into a direct Contract with a Project Sponsor to build or construct all or a portion of a LBE Improvement.

f. **“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.

g. **“Local Business Enterprise”** or **“LBE”** means a business that is certified as an LBE under Administrative Code Chapter 14B.

h. **“LBE Improvements”** means Workforce Buildings (as defined herein) and Public Improvements and Privately-Owned Community Improvements, as those terms are defined in the Development Agreement.

i. **“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.

j. **“Project Sponsor”** shall mean, initially, Developer under the Development Agreement as to the Project Site, and thereafter, as to any Transferred Property, each Transferee that assumes the Assigned Rights and Obligations under the Development Agreement, including the obligation to comply with this LBE Utilization Program, in accordance with Section 12 of the Development Agreement.

k. **“Subconsultant”** shall mean a person or entity that has a direct Contract with a Consultant to perform a portion of the work under a Contract for a LBE Improvement.

l. **“Subcontractor”** shall mean a person or entity that has a direct Contract with a Contractor to perform a portion of the work under a Contract for a LBE Improvement.

m. **“Workforce Building”** shall mean the following: (i) residential buildings, including associated residential units, common space, amenities, retail, parking and back of house construction; and (ii) all construction related to standalone affordable housing buildings. Workforce Buildings shall expressly exclude residential owner-contracted improvements in for-sale residential units.

4. Diversity. Developer will be seeking to, whenever practicable, engage contracting teams that reflect the diversity of the City and participation of both businesses and residents

from the City's most disadvantaged communities. Developer's compliance with the good faith efforts in Section 7 shall be deemed to satisfy this objective.

5. LBE Participation Goal. Each Project Sponsor agrees to participate in this LBE Utilization Program and CMD agrees to work with each Project Sponsor in this effort, as set forth in this Attachment D. As long as this Attachment D 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 15% of the total cost of all Contracts for LBE Improvements awarded to LBE Contractors, Subcontractors, Consultants or Subconsultants that are Small and Micro-LBEs, as set forth in Administrative Code Section 14B.8(A). Within the aforementioned fifteen percent (15%) LBE participation goal will be a Micro-LBE participation goal of ten percent (10%) of the total cost of all Contracts for LBE Improvements. The Parties recognize that achieving these goals may be challenging for certain LBE Improvements on an individual basis, and that, therefore, the goals may be satisfied on a Project Sponsor basis rather than on an individual LBE Improvement basis. Follow-on Tenant Improvements and services are not included in the numerical goal but each Developer of a Workforce Building must follow LBE Participation Program's good faith efforts as set forth in the last paragraph of Section 6 below.

Notwithstanding the foregoing, CMD's Director may, in his or her discretion, provide for a downward adjustment of the LBE participation goal, depending on LBE participation data presented by the Project Sponsor and its team in quarterly and annual reports and meetings. In addition, where, based on reasonable evidence presented to the Director by a party attempting to achieve the LBE Participation goals, there are not sufficient qualified Small and Micro-LBEs available, then, at such party's request, 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.

6. Project Sponsor Obligations. Each Project Sponsor shall comply with the requirements of this Attachment D as follows: Upon entering into a Contract with a Contractor or Consultant, each Project Sponsor will include in each such Contract a provision requiring the Contractor or Consultant to comply with the terms of this Attachment D, and setting forth the applicable percentage goal for such Contract and provide a signed copy of the Contract 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 an LBE Liaison as its main point of contact for outreach/compliance concerns. The LBE Liaison shall be an LBE Consultant and have experience in and responsibility for making recommendations on maximizing engagement of LBEs, including those from disadvantaged communities. The LBE Liaison shall be available to meet with CMD staff on a regular basis or as necessary regarding the implementation of this Attachment D. 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 D, nor shall Developer, nor any other

Project Sponsor, be responsible for the performance by any other Developer or Project Sponsor of the requirements of this Attachment D, including the reporting requirements hereunder.

Developers of Workforce Buildings 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 but such contracts shall not be subject to the LBE participation goals or requirements of this Agreement. 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.

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 D 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 and feasible, the Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant will divide the work in order to encourage maximum LBE and Micro-LBE participation or, encourage joint venturing. If the Contracting Party reasonably determines that it would be efficient for Subcontractors to perform specific items, then the Contracting Party will identify those specific items of each Contract that may be performed by Subcontractors.

c. Advertise. The Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant will (i) advertise for 30 days for professional services and contracting opportunities in media focused on small businesses including the Bid and Contract Opportunities website through the City's SF Supplier Portal and other local and trade publications, and (ii) allow subcontractors to attend outreach events, pre-bid meetings, and invite LBEs to submit bids to Project Sponsor or its prime Contractor or Consultant, as applicable. As practicable, the contractor shall convene pre-bid or pre-solicitation meetings no less than 15 days prior to the opening of bids and proposals to all for LBEs to ask questions about the selection process and technical specifications/requirements. A Project Sponsor may request CMD's permission to award a contract without advertising if the work consists of specialty services or otherwise does not provide opportunities for LBE participation.

- d. CMD Invitation. If a pre-bid meeting or other similar meeting is held with proposed Contractors, Subcontractors, Consultants or Subconsultants, invite CMD to the meeting to allow CMD to explain proper LBE utilization.
- e. Public Solicitation. 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, have sufficient experience performing similar types of work, and are available during the desired time frame for performance of the work.
- 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; and 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), [including, without limitation, assessment of qualifications for the scope of work, ability to obtain bonds and insurance with types and amounts of coverage typical in the general marketplace, availability during the desired time frame for performance of the work], and whether the LBE's proposed pricing and other terms are commercially reasonable and competitive in the general marketplace.
- i. Incorporation into contract provisions. Project Sponsor shall include in prime Contracts provisions that require prospective Contractors and Consultants that will be utilizing Subcontractors or Subconsultants to follow the above good faith efforts to subcontract to LBEs, including overall LBE participation goal and any LBE percentage that may be required under such Contract.
- j. Monitoring. Allow CMD Contract Compliance unit to monitor Consultant/Contractor selection processes and, when necessary give suggestions as to how best to maximize LBEs ability to complete and win procurement opportunities.
- k. Insurance and Bonding. Recognizing that lines of credit, insurance and bonding are problems common to local businesses, staff will be available to explain the

applicable insurance and bonding requirements, answer questions about them, and, if possible, suggest governmental or third party avenues of assistance. Contractor, Subcontractor, Consultant and Subconsultant will work with the Project Sponsor and CMD in good faith to design and implement any commercially reasonable insurance programs that may become available to provide to LBE subcontractors access to the required coverage through either the owner, Owner-Controlled Insurance Policy (OCIP), general contractor, Contractor- Controlled Insurance Policy (CCIP), or other insurance programs.

l. Maintain Records and Cooperation. Maintain records of LBEs that are awarded Contracts, not discriminate against any LBEs, and, if requested, meet and confer with CMD as reasonably required in addition to the meet and confer sessions described in Section 10 below to identify a strategy to meet the LBE goal;

m. Quarterly Reports. During construction, the LBE Liaison(s) shall prepare a quarterly report of LBE participation goal attainment for the applicable LBE Improvements and submit to CMD as required by Section 10 herein; and

n. 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. Notwithstanding anything to the contrary in this LBE Utilization Plan, the Parties acknowledge that the LBE participation goal shall be met on a Project Sponsor basis as set forth in Section 5, such that any LBE Improvement that fails to meet the LBE participation goal of 15% despite the good faith efforts requirements by complying with Section 7, shall not be in violation of this LBE Utilization Plan. 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.b, and following CMD's notice under Section 9.a, shall undertake reasonable efforts at CMD's request to support CMD's outreach to 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 thirty (30) day advertising period for upcoming Contracts required by Section 7.b, CMD will work with the Project Sponsor and its prime Contractor and/or Consultant as applicable to send such notification to qualified LBEs to alert them to upcoming Contracts.

b. Provide detailed technical 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 a LBE Improvement, and every six (6) months thereafter, or more frequently if requested by either CMD, Project Sponsor or a Contractor or Consultant each Contractor and Consultant and the CMD shall engage in an informal meet and confer to assess compliance of such Contractor and Consultants and its Subcontractors and Subconsultants as applicable with this Attachment D. When deficiencies are noted, meet and confer with CMD to ascertain and execute plans to increase LBE participation and remediate deficiencies.

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 D 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 D and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Attachment D.

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. Each Project Sponsor and/or their Contractors and Consultants shall use the City's online project reporting system (currently LCP Tracker) or other CMD approved reporting method. Project Sponsors shall create a reporting method for tracking LBE participation for their LBE Improvements. Data tracked shall include the following (at a minimum):

a. Name/Type of Contract(s) let (e.g. Civil Engineering contract, Environmental Consulting, etc.)

- b. Name of prime Contractors (including identifying which are LBEs and non-LBEs)
- c. Name of Subcontractors (including identifying which are LBEs and non-LBEs)
- d. Scope of work performed by LBEs (e.g. under an Architect, an LBE could be procured to provide renderings)
- e. Dollar amounts associated with both LBE and non-LBE Contractors at both prime and Subcontractor levels.
- f. Total LBE participation is defined as a percentage of total Contract dollars.
- g. Performance in engaging LBEs, including LBEs from disadvantaged neighborhoods and Micro-LBEs.

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 prime Contractor or Consultant and, if applicable, also to its Subcontractor or Subconsultant. The prime Contractor or Consultant and, if applicable, the Subcontractor or Subconsultant, shall have a reasonable period, based on the facts and circumstances of each case, to demonstrate to the reasonable satisfaction of the CMD that it has exercised good faith to satisfy its obligations under this Attachment D. 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 D:

Mediation and conciliation shall be the administrative procedure of first resort for any and all compliance disputes arising under this Attachment D. 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 D, assess against the noncompliant Project Sponsor, Contractor, Consultant, Subcontractor or Subconsultant liquidated damages not to exceed \$10,000 or 25% of the Contract, whichever is greater, 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 D, the sole remedy for violation shall be specific performance, without the limits with respect thereto in Section 9.4.3-9.4.5 of the Development Agreement.

16. Duration of this Agreement. This Attachment D shall terminate (i) as to each LBE Improvement where work has commenced under the Development Agreement, upon completion of initial construction of the LBE Improvement, including, with respect to Workforce Buildings, initial tenant improvements, and (ii) for any LBE Improvement that has not commenced before the termination of the Development Agreement, upon the termination of the Development Agreement. Upon such termination, this Attachment D shall be of no further force and effect.

17. Notice. All notices to be given under this Attachment D 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.

EXHIBIT K

Development Phase Applications Review Procedures

This Exhibit K describes the Development Phase application and review procedure for the Project. Unless otherwise specified in this Exhibit K, definitions and rules of interpretation shall be as provided in the Development Agreement (the “**Agreement**”) of which this Exhibit K is a part, by and between the City and County of San Francisco, a municipal corporation, and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”).

1. General.

The Project shall be built in Development Phases and Subphases 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 the 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, Privately-Owned Community Improvements, and other Associated Community Benefits. The Parties acknowledge and agree that each Development Phase Application approval must be consistent with the Agreement and the Phasing Plan. Nothing in this Exhibit K is intended to conflict with or override the specific requirements of any Plan Document, including the Housing Plan, the Phasing Plan, the Infrastructure Plan, and the Transportation Plan.

2. Development Phase Application: Purpose and Approval Authority.

The purpose of the Development Phase Application is to provide a broad overview of the scope of each Development Phase and to ensure that the requirements of the Phasing Plan are satisfied.

1. City Agency responsible for review and approval: Planning Department; Mayor’s Office of Housing and Community Development (“**MOHCD**”), as to the Housing Data Table.
2. Role of other City Agencies: Development Phase Applications will be distributed to Public Works, SFPUC, SFMTA, SFFD, the City and County Surveyor, MOHCD, and OEWD for their information. No action is required by these City Agencies, other than MOHCD review of the Housing Data Table described in the Housing Plan. City Agencies may provide comments on the content of the Development Phase Application to the Planning Department within the Planning Department’s thirty (30) day completeness review timeline and the subsequent sixty (60) day content review timeline.
3. Relationship to Infrastructure Review by Other City Agencies: 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 and the proposed phasing of Infrastructure in the Infrastructure 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 the Subdivision Maps and improvement plans submitted for the Phase shall at least serve the scope and area of development 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, Phasing Plan, and the Agreement, including Section 3.2.5 of the Agreement. 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.

3. 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 or Subphase. For each Development Phase or Subphase, Developer shall submit to the Planning Department an application (a “**Development Phase Application**”) in substantial conformance with the attached checklist. Upon receipt, the Planning Department will review the Development Phase Application 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 Department shall determine the completeness of the Development Phase Application and 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. If the Planning Department fails to respond within such 30-day period, the Development Phase Application will be deemed complete.

The Planning Department shall complete its review of a Development Phase Application within sixty (60) days after a Development Phase Application is determined or deemed to be complete. If the Planning Department objects to the proposed Development Phase Application, it 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 the Project SUD and the 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 Project SUD and the Agreement, including 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, including through utilization of the informal dispute resolution procedure set forth in Section 9.2 of the Agreement.

Changes proposed by the Planning Department will be reasonably considered by Developer, and changes proposed by Developer will be reasonably considered by the Planning Department. 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 the Agreement.

and the Phasing Plan (“**Development Phase Approval**”). The Development Phase Application and Development Phase Approval shall be posted on the Planning Department website.

4. Standard of Approval.

Approval of the Development Phase Application will be ministerial in nature based on the Development Phase Application’s consistency with the Phasing Plan, its completeness in providing the information required by this Exhibit K, 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 complete Development Phase Application that conforms to and is consistent with the Plan Documents, and will not disapprove any Development Phase Application on the basis of any element that conforms to and is consistent therewith. For clarity, if Developer requests any changes to the Phasing Plan pursuant to Section 3.2.3 of the Agreement in connection with a Development Phase Application, the Planning Director’s approval will not be ministerial, but will be subject to Sections 3.2.4, 3.2.5, and 3.2.6 of the Agreement.

5. Concurrent Review.

Developer must obtain a Development Phase Approval before the City approves a tentative subdivision map that covers all or any portion of the applicable Development Phase or Subphase; 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 excavation, grading, demolition, and site preparation in any Phase, (iii) the approval of a tentative subdivision map application that covers all or substantially all of the Project Site (which may exclude any property then under option to Developer, at Developer’s election) (a “**Master Tentative Map**”), or (iv) implementation of any Temporary or Interim Uses in accordance with the SUD and DSG.

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 or Subphase for the City’s review and approval in accordance with the procedures under the Agreement and the SUD, but the time periods for City review and approval of Subdivision Maps other than tentative or final transfer maps or Master Tentative Maps and for Design Review Applications for Vertical Improvements or Project Open Spaces within a Development Phase or Subphase shall not begin until Planning issues a Development Phase Approval for such Development Phase or Subphase (as applicable).

6. Start of Development Phase or Subphase.

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 or Subphase. Upon approval or conditional approval 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 Commence Construction within the approved Phase or Subphase.

Developer also has the option to submit a Master Tentative Map and seek approval of phased final maps for each Development Phase, Development Subphase, or a portion thereof covered by the Master Tentative Map. As provided in Section 5 above, the City may not condition approval of a Master Tentative Map on a Development Phase Approval, but the City shall not be required to review or approve phased final maps or Design Review Applications or issue construction permits for Commencement of Construction within any Development Phase or Subphase covered by the Master Tentative Map unless the City has first approved a Development Phase Approval for the applicable Development Phase or Subphase.

7. 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 and timing of review as set forth in this Exhibit 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 the 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” or “estimated” will not necessarily require an amendment to a Development Phase Approval, so long as the Development Phase remains in compliance with the Agreement, including the applicable Plan Documents and Approvals.

8. Concurrent Development.

Each Development Phase or Subphase shall remain independent, in accordance with the Agreement, so long as the functional and operational requirements of that Development Phase or Subphase can be met with the completion of any necessary Infrastructure for such Phase or Subphase as set forth in the Phasing Plan and Infrastructure Plan. Notwithstanding the above, Developer may propose interim or temporary infrastructure improvements, and Public Works, 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 or Privately-Owned Community Improvements (as applicable) subject to reasonable terms and conditions that the City deems appropriate, in accordance with and subject to the Agreement, including the Phasing Plan and Infrastructure Plan. Developer may begin construction of a Development Phase or Subphase simultaneously with another Development Phase or Subphase, or may begin construction of a subsequent Development Phase or Subphase while components of a prior Development Phase or Subphase are still in progress. The City will not accept any interim or temporary improvements for maintenance and liability purposes. Nothing in this paragraph shall be construed as a limitation on the discretion retained by any City Agency as set forth in the Agreement.

9. Contents of Development Phase Applications.

Each Development Phase Application must include the materials set forth in the Development Phase Application Checklist attached hereto as Schedule 1.

Schedule 1: Development Phase Application Checklist

This checklist itemizes the required components of each Development Phase Application.

1. A completed Development Agreement Subsequent Approval (PHA) application form from the Planning Department website. To the extent of a conflict between this Exhibit K and the Development Agreement Subsequent Approval (PHA) application form, this Exhibit K shall prevail.
2. Site plan and other graphics, including existing or proposed blocks, lots, streets and area, showing the area covered by the applicable Development Phase Application.
3. A narrative description of the proposed scope of development within the Development Phase, including estimated square feet of each land use category per block and total number of parking stalls (residential and public).
4. Materials sufficient to describe the Infrastructure, Privately-Owned Community Improvements, Project Open Spaces, and other Associated Community Benefits (if and as applicable) that will be provided for the Development Phase, and a description of how the Development Phase will 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.
5. If the Development Phase or Subphase will include residential use, the Development Phase Application will also include:
 - 5.1. Developer's estimate of the total number of residential units, and estimated means of compliance with the Housing Plan. As described in the Housing Plan, Developer shall include the Housing Data Table and map and shall submit a copy of the Housing Data Table and map to MOHCD concurrently with submittal of the Development Phase Application.
 - 5.2. The anticipated number and location of development parcels within the Development Phase, with the estimated number of Residential Units on each.
6. A table or matrix showing applicable Mitigation Measures associated with the applicable Development Phase.
7. The following plans illustrating anticipated Infrastructure improvements:
 - 7.1. Plans showing the Infrastructure anticipated to be provided for the Development Phase at a diagrammatic level of detail sufficient to determine consistency of the

proposed Infrastructure with the proposed phasing of Infrastructure in the Infrastructure Plan.

7.2. Plans showing the Project Street Network anticipated to be constructed within such Development Phase, including any existing right-of-way to be vacated and any new right-of-way to be dedicated, and indicating the anticipated areas of any other Streetscape Improvements at the boundaries of or outside the Development Phase.

7.3. Plan showing the location of the Development Phase in relation to the rest of the Project Site, with street access and circulation for existing residents.

8. Narrative or schedule of anticipated order of horizontal construction within the Development Phase, by element (i.e., Infrastructure, Privately-Owned Community Improvements, and Project Open Spaces).

9. List of any requested or anticipated modifications to the Phasing Plan, the DSG, or other Plan Documents.

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
<i>(1, 2, 3, etc.)</i>			<i>(Affordable Housing, Market Rate Parcel, Commercial, Retail, Community, Other)</i>	<i>(Total # Housing Units, Square Footage of Retail, Commercial, Community, Other)</i>	<i>(# BMR Units, In Lieu, Land Dedication)</i>	<i>(Residential and/or Commercial)</i>

EXHIBIT L

Notice of Fulfilled Associated Community Benefit Obligations

This instrument is exempt from Recording Fees (CA Govt. Code § 27383) RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: _____ [address] _____ _____ Attn: _____ APN(s): [_____]	(Space above this line reserved for Recorder's use only)
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NOTICE OF FULFILLED ASSOCIATED COMMUNITY BENEFIT OBLIGATIONS

THIS NOTICE OF FULFILLED ASSOCIATED COMMUNITY BENEFIT OBLIGATIONS (this "**Notice**") is given as of this [INSERT DATE THAT COMPLETION DEEMED TO HAVE OCCURRED] by the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), acting by and through its Planning Department.

RECITALS

1. The City and _____, a _____ ("**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. [____]) (as the same has been or may be amended from time to time, the "Development Agreement"). All initially capitalized terms used in this Notice that are not defined shall have the meaning given to such terms in the Development Agreement.

2. Under Section 7.1 of the Development Agreement, when one or more [Buildings/ Phases/ Subphases] have been completed and all of the Associated Community Benefits tied to those specific [Buildings/ Phases/ Subphases] have also been completed, the City agreed, upon Developer's request, to execute and record a notice of fulfilled Associated Community Benefits as it relates to the applicable [Buildings/ Phases/ Subphases].

3. The City confirms that [the Building known as _____, / Phase __, / Subphase __] located on the property described in the attached Exhibit A (the "**Affected Property**"), together with all of the Associated Community Benefits (but excluding Infrastructure) tied to that [Building/Phase/Subphase] pursuant to the Development Agreement, including but not limited to the Phasing Plan and the Housing Plan, have 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.

4. This Notice is not given in place of any Notice of Completion, Certificate of Final Completion, or other certification of construction completeness issued by San Francisco Public Works, San Francisco Department of Building Inspection, or another City agency required pursuant to the Municipal Code or Applicable Laws.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Notice has been executed by the City as of the Effective Date.

CITY:

CITY AND COUNTY OF SAN
FRANCISCO,
municipal corporation

Approved as to form:

DAVID CHIU, City Attorney

By: _____
Director of Planning

By: _____
Name: _____
Deputy City Attorney

ACKNOWLEDGEMENT

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

State of California

County of _____)

On _____ before me, _____
(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 to Exhibit L
Completed Phases/Buildings**

EXHIBIT M
Form of Assignment and Assumption Agreement

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

AND WHEN RECORDED RETURN TO:

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

The undersigned hereby declares this instrument to be exempt from
Recording Fees (CA Govt. Code § 27383)

Block ____, Lot ____

Situs Address: _____

APN: []

SPACE ABOVE FOR
RECORDER'S USE

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO DEVELOPMENT AGREEMENT**

[STONESTOWN [PHASE _____]]

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the
“**Assignment**”) is entered into as of this [] day of [], 20[], by and between
[], a [] (“**Assignor**”) and [], a
[] (“**Assignee**”). Assignor and Assignee each are also referred to herein as
a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. On [], 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 (as the same may have been any may be further amended, restated or otherwise modified, the “**Development Agreement**”) dated as of [], 202[] 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 (“**Official Records**”) on [] as Document No. [].

B. Pursuant to Section 12.1 of the Development Agreement, Developer has the right to Transfer all or a portion of its right, title, obligations, and interest in and to all or part of the Project Site to any person without the City’s consent, provided Developer contemporaneously transfers to the Transferee all of its rights, title, obligations, and interest under the Development Agreement with respect to the transferred portion of Project Site [(excluding any Retained Rights and Obligations)], as more particularly described therein.

C. Pursuant to Section 12.3 of the Development Agreement, upon the execution and delivery of this Assignment and Assumption Agreement, Developer shall be automatically released from any prospective liability or obligation under the Development Agreement [(excluding only the Retained Rights and Obligations (as defined below))], with respect to such Transferred Property, as more particularly described therein.

D. Assignor is “Developer” under the Development Agreement with respect to the [entire][portion of the] Project Site as more particularly identified and described on Exhibit A attached hereto (hereafter the “**Transferred Property**”).

E. The Transferred Property has been legally subdivided into transferable property pursuant to Final Map No. [], recorded in the Official Records of San Francisco County on [] as Document No. [].

F. Contemporaneously herewith, Assignor has transferred to Assignee Assignor’s right, title, and interest in and to the Transferred Property.

G. 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 [(excluding only the Retained Rights and Obligations)], 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. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Defined Terms. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

3. Assignment of Development Agreement. Subject to the terms and conditions of this Assignment, Assignor hereby assigns to Assignee, effective as of Assignor’s conveyance of the Transferred Property to Assignee (the “**Assignment Effective Date**”), all of Assignor’s right, title, obligations, and interest under the Development Agreement with respect to the Transferred Property, including without limitation any Associated Community Benefits that are tied to the

Transferred Property and Mitigation Measures applicable to the Transferred Property[, all as more particularly described on Exhibit B][, but excluding those certain rights, title, obligations, and interests with respect to the Transferred Property described on Exhibit C (collectively, the “**Retained Rights and Obligations**”)] (collectively, the “**Assigned Rights and Obligations**”). Assignor retains all of Assignor’s rights, title, obligations, and interest under the Agreement[, including the Retained Rights and Obligations,] other than the Assigned Rights and Obligations.

4. Assumption of Development Agreement. Subject to the terms and conditions of this Assignment, Assignee hereby assumes, as of the Assignment Effective Date, the Assigned Rights and Obligations and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement with respect to the Assigned Rights and Obligations and to be subject to all of the terms and conditions of the Development Agreement with respect to the Assigned Rights and Obligations, in each case to the extent arising on or after the Assignment Effective Date. Assignor and Assignee acknowledge and agree that, from and after the Assignment Effective Date, Assignee shall be the “Developer” under the Development Agreement with respect to the Transferred Property and the Assigned Rights and Obligations.

5. Reaffirmation of Indemnifications. Assignee hereby consents to and expressly reaffirms any and all indemnifications of the City set forth in the Development Agreement to the extent applicable to the Transferred Property (except to the extent relating to Retained Rights and Obligations) or the Assigned Rights and Obligations, including without limitation Section 4.7.1 of the Development Agreement.

6. Housing Obligations. Assignee has read and understands the obligations set forth in the Housing Plan as they relate to the Transferred Property. Without limiting the foregoing, Assignee agrees to the terms and provisions of the Housing Plan as they relate to the Transferred Property or the Assigned Rights and Obligations, including the indemnities, waivers and releases set forth therein, and agrees 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 Housing Plan.

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; and (b) Assignee shall not sue the City in connection with any and all disputes solely 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.

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 [•] 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; Venue. 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. All rights and obligations of the Parties under this Assignment 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 Assignment.

12. No Waiver. The waiver or failure to enforce any provision of this Assignment shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

13. Further Assurances. Each Party shall execute and deliver such other certificates, agreements, and documents and take such other actions as may be reasonably required to consummate or implement the transactions contemplated by this Assignment, provided the same does not increase such Party's obligations and liabilities or reduce such Party's rights under this Assignment and/or the Development Agreement other than to a de minimis extent.

14. Severability. If any term, provision, covenant, or condition of this Assignment is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Assignment shall continue in full force and effect, except to the extent that enforcement of the remaining provisions of this Assignment would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this Assignment or the Development Agreement.

15. Attorneys' Fees. Should legal action be brought by Assignor or Assignee against the other for a default under this Assignment or to enforce any provision herein, the prevailing party in such action shall be entitled to recover its "reasonable attorneys' fees and costs" (as such phrase is defined in the Agreement) from the non-prevailing party.

16. Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this Assignment. The Parties acknowledge that this Assignment is the product of negotiation and compromise on the part of both Parties, and the Parties agree that since both have participated in the negotiation and drafting of this Assignment, this Assignment shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

17. Amendments. Any amendments or modifications to this Assignment must be in writing, signed by duly authorized representatives of each of the Parties hereto, and recorded in the Official Records.

18. Recordation. Assignor and Assignee shall record this Assignment against the Transferred Property in the Official Records contemporaneously with the recordation of the instrument conveying title to the Transferred Property to Assignee and prior to the lien of any security interest that will encumber the Transferred Property after the conveyance.

19. Authority. Each person executing this Assignment represents and warrants that he or she has the authority to bind his or her respective Party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners', members', managers', and other approvals have been obtained.

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

ASSIGNOR:

[insert signature block and notary block]

ASSIGNEE:

[insert signature block and notary block]

[Include the following only if there are material changes to this form assignment or Retained Rights and Obligations for which the City's Planning Director approval is required under the terms of the Agreement]

[APPROVED BY:

City and County of San Francisco, a municipal corporation

By:

_____, Planning Director]

EXHIBIT N

Financing Plan

This FINANCING PLAN (this “**Financing Plan**”) implements and is part of the Stonestown Development Project Development Agreement. Unless otherwise specified in this Exhibit N, definitions and rules of interpretation shall be as provided in the Development Agreement (the “**Development Agreement**”) of which this Exhibit N is a part, by and between the City and County of San Francisco, a municipal corporation, and Stonestown NW Parcel LLC, a Delaware limited liability company (the “**Project Developer**”), Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”).

The City approved the Development Agreement of which this Financing Plan is a part pursuant to Ordinance No. _____, adopted by the Board of Supervisors on _____, 2024, which was signed by the Mayor on _____, 2024.

This Financing Plan implements the Development Agreement but only as to the Financing Project Site. This Financing Plan, including but not limited to the financing mechanisms discussed herein, will not apply to, encumber or involve the Mall Property. Only the Financing Project Site will be included in the EIFD at the time of formation. The Developer and the City agree to work together to determine the appropriate method to identify the base year value for the EIFD.

Notwithstanding anything in the Development Agreement to the contrary, and except as provided in this Financing Plan, the rights and obligations of the Developer with respect to the CFD and the EIFD (as set forth in part in this Financing Plan) shall not be deemed assigned to a Transferee through the Assignment and Assumption Agreement. After an Assignment and Assumption Agreement is executed by a Transferee, all rights and obligations of the Developer with respect to the CFD and the EIFD (as set forth in part in this Financing Plan) shall remain those of the Developer unless all or some portion of such rights and obligations are specifically assigned to the Transferee through a Public Financing Assignment and then only to the extent of such specific assignments set forth in the Public Financing Assignment.

1. OVERVIEW

1.1 CFD Financing Plan Purposes

(a) Purpose of Financing Plan for CFD. 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. Except as otherwise agreed to by Developer and City, the City shall take all actions reasonably necessary, subject to Board of Supervisors’ approval, and Developer shall cooperate reasonably, to do all of the following related to and in furtherance of the development and operation of the Project and all as more particularly described herein: (i) establish the Services CFD to finance Contingent Service Costs, approve each RMA with a Contingent Services Special Tax, and upon the Trigger Event, levy Contingent Services Special Taxes within the Services CFD; and (ii) if the Developer determines to form a Facilities CFD to finance Qualified Project Costs, establish the Facilities CFD (which may be combined with the

Services CFD to finance Contingent Service Costs), approve each RMA with a Facilities Special Tax, levy Facilities Special Taxes, execute the CFD Acquisition Agreement, and issue CFD Bonds.

(b) Structure of Services CFD. This Financing Plan is designed to provide flexibility to Developer to tailor the Services CFD to the phasing, build out, and marketing of the Financing Project Site. Accordingly, while at full build-out of the Financing Project Site, the Services CFD would comprise the entirety of the Financing Project Site, Developer shall request that the Services CFD be formed initially over the first Development Phase or Sub-Phase of the Financing Project Site (anticipated to be Sub-Phase 1A), with the remainder of the Financing Project Site being identified as Future Annexation Area. In addition to the remainder of the Financing Project Site (other than the first Development Phase or Sub-Phase), the Brave Church Property shall be identified as Future Annexation Area. For the initial formation of the Services CFD, unless otherwise agreed to by Developer and City, the formation of the Services CFD shall be (i) initiated by the Developer by submission to the Board of Supervisors of an executed Petition that conforms with California Government Code Section 53319 following the recordation of a Final Map that creates the first Development Phase or Sub-Phase and before issuance of the Street Improvement Permit for the first Development Phase or Sub-Phase and (ii) subject to the Board of Supervisors' approval, completed as a result of the recordation in the real property records of the City of a notice of special tax lien pursuant to California Government Code Section 53328.3 ("**CFD Notice of Special Tax Lien**") prior to issuance of the First Construction Document (as defined in the Development Agreement) for vertical construction in the first Development Phase or Sub-Phase. The Future Annexation Area property shall be annexed from time to time upon (i) the submission to the City of the unanimous written approval ("**Unanimous Approval Submission**") of the property owner of the property to be annexed pursuant to the CFD Act, (ii) the recordation in the real property records of the City of a notice of the annexation pursuant to California Government Code Section 53339.8(b) ("**Annexation Notice of Special Tax Lien**") and (iii) satisfaction of such other requirements established by the Board of Supervisors in the Services CFD formation proceedings. For future annexations to the Services CFD, unless otherwise agreed by Developer and City, (i) Developer shall conduct the Unanimous Approval Submission for a Development Phase or Sub-Phase not then within the Services CFD following the recordation of a Final Map that creates one or more separate legal parcels for such future Development Phase or Sub-Phase of the Project and before issuance of the Street Improvement Permit for such future Development Phase or Sub-Phase of the Project and (ii) the Annexation Notice of Special Tax Lien shall be recorded in the real property records of the City and such other requirements established by the Board of Supervisors in the Services CFD formation proceedings shall be completed before issuance of the First Construction Document for vertical construction within such future Development Phase or Sub-Phase. The City and the Developer agree that, subject to the Board of Supervisors' approval, the formation of the Services CFD shall be completed as a result of the recordation in the real property records of the City of the CFD Notice of Special Tax Lien prior to or concurrently with formation of the Facilities CFD.

(c) Structure of Facilities CFD. This Financing Plan is designed to provide flexibility to Developer to determine whether to request the formation of the Facilities CFD and, if so, to tailor the Facilities CFD to the phasing, build-out, and marketing of the Financing Project Site. Developer shall have the flexibility to request that (i) the Facilities CFD be formed initially

over the entirety of the Financing Project Site, or (ii) the Facilities CFD be formed initially over one or more phases or sub-phases of the Financing Project Site in an Improvement Area, with additional portions of the Financing Project Site (and, in either case, possibly other property outside the Financing Project Site) being identified as Future Annexation Area. The Brave Church Property may be identified as Future Annexation Area. The Developer is not required to form a Facilities CFD over every phase of the Financing Project Site, and may determine to exclude one or more phases from the Facilities CFD. If Developer requests an initial Improvement Area with Future Annexation Area, Developer may also request the further flexibility to annex the property identified as the Future Annexation Area into the initial Improvement Area or into a newly-created Improvement Area. The Future Annexation Area property shall be annexed from time to time upon the Unanimous Approval Submission to the City of the property owner of the property to be annexed pursuant to the CFD Act according to the procedures established by the Board of Supervisors in the Facilities CFD formation proceedings. For the initial formation of the Facilities CFD (should the Developer elect to form the Facilities CFD), unless otherwise agreed to by Developer and City, subject to the Board of Supervisors' approval, the formation of the Facilities CFD for an identified Sub-Phase shall be completed following the recordation of a Final Map that creates such identified Sub-Phase, but in any case before the first building permit for vertical construction within such identified Sub-Phase. For future annexations to the Facilities CFD, Developer shall conduct the Unanimous Approval Submission for a Development Phase or Sub-Phase not then within the Facilities CFD following the recordation of a Final Map that creates one or more separate legal parcels for such future Development Phase or Sub-Phase of the Project, but in any case before the first building permit for vertical construction within such future Development Phase or Sub-Phase.

1.2 EIFD Financing Plan Purposes

(a) Purpose of Financing Plan for EIFD. As stated above, 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 by financing public improvements and other projects of community-wide significance associated with the Project. Accordingly, the City shall take all actions reasonably necessary, and Developer shall cooperate reasonably, to do all of the following, all related to and in furtherance of the development and operation of the Project and all as more particularly described herein: (i) request the Public Financing Authority to form, and cooperate with the Public Financing Authority in connection with the formation of, the EIFD; (ii) if the fiscal impact analysis of the Project and the EIFD in the IFP demonstrates that the City's General Fund will receive a net fiscal benefit from the Financing Project Site after formation of the EIFD, approve the IFP, and request the Public Financing Authority to approve the IFP, that contains, among other requirements, the provisions described herein; (iii) cooperate with the Developer and the EIFD to execute the EIFD Acquisition Agreement; (iv) allocate the Allocated Tax Revenue and conditionally allocate the Conditional Tax Revenue to the EIFD; and (v) cause the issuance of EIFD Bonds and utilize the proceeds of the EIFD Bonds to acquire and/or reimburse the Developer for Qualified EIFD Improvements.

(b) Structure of EIFD. In connection with the formation of the EIFD, the City and the Developer agree to discuss the phasing and marketing of the Financing Project Site and the creation of Project Areas. The Developer has informed the City that it may wish to establish Project Areas that, with limited exceptions, conform to Project phasing. The City has informed

the Developer that the City wishes to minimize the administrative complexity associated with Project Areas and, with limited exceptions, will not consider Project Areas that encompass any territory smaller than a Development Phase or Sub-Phase (as defined in the Development Agreement). The City and the Developer agree that the EIFD shall include nine project areas unless otherwise agreed by the City and the Developer in connection with the formation of the EIFD.

1.3 Deposit and Reimbursement Agreement

(a) Concurrently with execution of the Development Agreement, the City and the Developer will execute a deposit and reimbursement agreement pursuant to which the Developer will agree, from time to time, to provide the City with a deposit sufficient to pay the costs incurred by the City in connection with formation of the Services CFD, the Facilities CFD (if the Developer elects to form the Facilities CFD), and the EIFD.

1.4 Financing Temporarily Excused. The City and the EIFD will be authorized to temporarily suspend the issuance of any CFD Bonds or EIFD Bonds during the time in which:

(a) Developer is in default in the payment of any ad valorem tax or Project Special Taxes levied on any Taxable Parcel it then owns in the Financing Project Site;

(b) Developer is in Default under the Development Agreement;

(c) Developer fails to cooperate reasonably with the EIFD or the City as necessary to implement the issuance of CFD Bonds or EIFD Bonds consistent with this Financing Plan;

(d) in the judgment of the City or the EIFD, after consultation with Developer, and based upon the purposes of the Financing Plan and advice of EIFD or City staff and consultants, market conditions or conditions affecting the property in the Financing Project Site (such as tax delinquencies, assessment appeals, damage or destruction of improvements, litigation or proceedings, inquiries or investigations, at law or in equity, or by or before any court, governmental agency, public board or body) make it fiscally imprudent or infeasible to incur the requested indebtedness at the time;

(e) there is an action, suit, proceeding, inquiry or investigation, at law or in equity, or by or before any court, governmental agency, public board or body, pending or threatened against the City, the EIFD or the Facilities CFD: (i) wherein an unfavorable decision, ruling or finding would adversely affect the existence of the City, the EIFD or the Facilities CFD or the title of any official of the City, EIFD or Facilities CFD to such person's office; (ii) seeking to restrain or enjoin the issuance, sale or delivery of the EIFD Bonds or CFD Bonds; (iii) in any way contesting or affecting the validity or enforceability of the applicable Indenture or the EIFD Bonds or CFD Bonds; (iv) contesting in any way the completeness or accuracy of the Official Statement related to the EIFD Bonds or CFD Bonds; or (v) contesting the power of the City, EIFD or Facilities CFD or its authority with respect to the EIFD Bonds or CFD Bonds or the applicable Indenture, or there is any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the applicable Indenture or the authorization, execution, delivery or

performance by the EIFD of the EIFD Bonds, the City or the CFD of the CFD Bonds, or the applicable Indenture; or

(f) the underwriter for any issue of CFD Bonds or EIFD Bonds exercises any right to cancel its obligation to purchase the CFD Bonds or EIFD Bonds during the occurrence and continuation of events specified in its bond purchase agreement ("**Underwriter Force Majeure**").

2. COMMUNITY FACILITIES DISTRICT FINANCING

2.1 Formation of CFD

(a) Formation of Services CFD. Except as otherwise agreed to by Developer and City, and within the time frame described in Section 1.1(b), the Developer shall submit a Petition to City under the CFD Act for formation of the Services CFD to finance Contingent Service Costs by levying the Contingent Services Special Tax on Taxable Parcels that are within the boundaries of the Services CFD. 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 Services CFD that are consistent with this Financing Plan.

(b) Formation of Facilities CFD. In addition, in Developer's sole discretion, the Developer may submit a Petition to City under the CFD Act for formation of a Facilities CFD to finance Qualified Project Costs by levying the Facilities Special Tax on Taxable Parcels that are within the boundaries of the Facilities CFD. Should the Developer submit a Petition to form a Facilities CFD, the Developer shall have the discretion to propose Facilities Special Tax rates, subject to compliance with Section 2.3(e) and Section 2.3(f) and may include proposed specifications for the Facilities CFD, including any proposed Improvement Areas. 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 Facilities CFD as set forth in Developer's Petition to the extent consistent with this Financing Plan.

(c) Goals and Policies. City shall establish a CFD pursuant to this Financing Plan promptly following submission by Developer of a Petition and compliance with Section 53318(d) of the Mello-Roos Act. City and Developer intend that the provisions of this Financing Plan be consistent with and authorized by the CFD Goals; accordingly, at the time a CFD is formed, City may waive any provisions in its CFD Goals that are inconsistent with this Financing Plan, subject to the restrictions set forth in Section 2.6(g). A Services CFD may include separate tax zones and a Facilities CFD may include separate Improvement Areas.

(d) Taxable Parcels. Developer and City intend that Project Special Taxes will be levied against the applicable Taxable Parcels for the purposes and in the manner described in this Financing Plan and agree that any Exempt Parcels will be exempt from Project Special Taxes.

(e) Transferees. Developer shall obligate each Transferee in the Assignment and Assumption Agreement to cooperate in the formation of the Services CFD.

(f) This paragraph discusses the relationship between, on the one hand, the Developer's obligation to Petition the City under the CFD Act to establish the Services CFD and annex property into the Services CFD as set forth in Section 1.1(a) and Section 1.1(b) and, on the other hand, the formation of the EIFD. The parties mutually acknowledge and agree that (i) the Developer is obligated to cooperate with the formation of the Services CFD as a condition of the City establishing the EIFD for the benefit of the Project, but the Services CFD may need to be formed before the EIFD is established in order to ensure that the Developer or its related parties are the qualified electors for the Services CFD, (ii) the timing for formation of the Services CFD and annexation of property into the Services CFD set forth in Section 1.1(b) is intended to ensure that the Developer or its related parties are the qualified electors for the Services CFD and (iii) the definition of "Trigger Event" ensures that the City cannot levy the Services Special Tax in the Services CFD unless the EIFD has been formed. For the avoidance of doubt, and only in the event that the Developer has not withdrawn its request to form the EIFD in writing, if the City has failed to complete creation of the EIFD prior to the time for formation of the Services CFD set forth in Section 1.1(b), then until the formation of the Services CFD has been completed as set forth in Section 1.1(b), the City shall be entitled to withhold issuance of the First Construction Document for vertical construction in the first Development Phase or Sub-Phase. Also for the avoidance of doubt, and only in the event that the Developer has not withdrawn its request to form the EIFD in writing, if the City has failed to complete creation of the EIFD prior to the time for annexation of a Development Phase or Sub-Phase to the Services CFD set forth in Section 1.1(b), then until the annexation of such Development Phase or Sub-Phase to the Services CFD has been completed as set forth in Section 1.1(b), the City shall be entitled to withhold issuance of the First Construction Document for vertical construction in such Development Phase or Sub-Phase. After the formation of the Services CFD has been completed as set forth in Section 1.1(b), or annexation of a Development Phase or Sub-Phase has been completed as set forth in Section 1.1(b), as applicable, the City shall have no rights to withhold permits under this Section 2.1(f) with respect to the applicable Development Phase or Sub-Phase. If the Developer has withdrawn its request to form the EIFD in writing, then, notwithstanding Section 1.1(a) or Section 1.1(b), the Services CFD shall not be required and the City shall not be entitled to withhold issuance of any First Construction Documents for the Project under this Section 2.1(f).

(g) Authorized Uses. The Services CFD shall be authorized to levy the Contingent Services Special Taxes to finance the Contingent Services Costs upon the occurrence of a Trigger Event. If the Developer petitions to form a Facilities CFD, the Facilities CFD (and each Improvement Area) shall be authorized to finance Qualified Project Costs, irrespective of the geographic location of the Improvements financed.

(h) Joint Community Facilities Agreements. If the Developer petitions to form a Facilities CFD, then 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 to the extent required for compliance with the CFD Act they will take all steps reasonably 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. This paragraph (e) is

applicable only if the Developer determines to form the Facilities CFD to finance facilities, and shall not apply to the Services CFD.

(i) Notice of Special Tax Lien. Upon formation of the Services CFD, the Contingent Services Special Taxes will be secured by recordation in the Official Records of continuing liens against all Taxable Parcels that are within the Services CFD at the time of formation of the Services CFD and through amendments to the notice of special tax lien upon annexation of additional property into the Services CFD. If the Developer petitions to form a Facilities CFD, then upon formation of the Facilities CFD, the Facilities Special Taxes will be secured by recordation in the Official Records of continuing liens against all Taxable Parcels that are within the Facilities CFD at the time of formation of the Facilities CFD and through amendments to the notice of special tax lien upon annexation of additional property into the Facilities CFD.

2.2 Scope of CFD-Financed Costs

(a) Authorized Costs. The Services CFD shall be authorized to levy the Contingent Services Special Taxes to finance only the Contingent Services Costs solely upon the occurrence of a Trigger Event. The Facilities CFD, if formed at the discretion of the Developer, may finance only Qualified Project Costs that: (i) are financeable under the CFD Act; and (ii) on a taxable or tax-exempt basis as determined by Tax Laws.

2.3 Parameters of CFD Formation

(a) Cooperation. Developer and City agree to cooperate reasonably in developing an RMA for each CFD that is consistent with this Financing Plan and, to the extent consistent with this Financing Plan and the respective 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 timely to the other, any information reasonably necessary to develop each RMA, such as legal boundaries of the property to be included and Developer's plans for the types, sizes, numbers, and timing for development, within the applicable CFD.

(b) RMA Consultants and Approval. An RMA for each 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 for the applicable CFD. Project Special Taxes on any Taxable Parcel must not exceed any applicable maximum 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 determining coverage requirements for any reason (e.g., bond sizing, parity bonds, etc.), City shall prioritize the payment of administrative costs for the Facilities CFD.

(d) Special Taxes.

(i) The RMA for the Services CFD shall create the Contingent Services Special Taxes that shall be levied only upon Developed Property. The Contingent Services Special

Taxes shall be established such that the aggregate Contingent Services Special Taxes within the Services CFD are sufficient to finance the Contingent Services Costs, and shall be levied only upon the occurrence of a Trigger Event.

(e) Each RMA for the Facilities CFD, if any, may create the Facilities Special Tax and shall specify rates for Developed Property and Undeveloped Property. Facilities Special Tax rates for Developed Property may vary based on sizes, densities, types of buildings to be constructed, and other relevant factors if the Facilities CFD is formed. Each RMA will establish Facilities Special Tax rates assuming that any CFD Bonds issued will have a debt service coverage-ratio of one hundred ten percent (110%), unless City and Developer approve a higher ratio for establishing the Facilities Special Tax rates to market the CFD Bonds effectively. Each RMA shall also establish Facilities Special Tax rates for Undeveloped Property. In each RMA, the Facilities Special Tax rates will be set so that the Total Tax Obligation on any Taxable Residential Unit within each Improvement Area of the CFD will not exceed two percent (2%) of the projected sales price of that Taxable Residential Unit calculated at the time the Improvement Area is designated (the “**2% Limitation**”). If an RMA is modified to increase the Facilities Special Tax rates, the Facilities Special Tax rates will be modified so that the Total Tax Obligation on any Taxable Residential Unit within an Improvement Area of the Facilities CFD does not exceed the 2% Limitation when the proposed modification goes into effect. The 2% Limitation will not apply to non-residential property in a CFD.

(f) Escalation of Special Tax Rates. For the Contingent Services Special Taxes, the RMA shall provide for annual increases that shall be the lesser of (i) the percentage change in CPI or some other index approved by the City and Developer, and (ii) 5%. If a Facilities CFD is formed, then for the Facilities Special Tax, at the Developer’s discretion, each RMA will provide for annual increases in the Facilities Special Tax rates of up to 2% annually.

(g) Priority for Annual Levy of Facilities Special Taxes. This subsection (g) does not apply to the Services CFD and applies only to a Facilities CFD if the Developer, in its discretion, determines to Petition to form the Facilities CFD. Each RMA will provide for the levy of Facilities Special Taxes on Developed Property (as defined in each RMA) at the maximum Facilities Special Tax rate beginning in the initial year of the levy and continuing for a period of time not exceeding ten (10) years from the initial levy of Facilities Special Taxes in the Facilities CFD to create Remainder Taxes (in accordance with Section 2.3(h)) to finance Qualified Project Costs. If Improvement Areas are designated, the 10-year period shall apply separately to each Improvement Area. Thereafter, City shall levy Facilities Special Taxes each remaining year of its term to fund debt service (not including capitalized interest), administrative costs and Qualified Project Costs, to be financed by the Facilities 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. Each RMA must reflect the priorities set forth below:

(i) First, Facilities Special Taxes will be levied on each Taxable Parcel of Developed Property at 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 Facilities 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 established in the applicable RMA until the Facilities Special Tax Requirement is satisfied.

(h) Use of Remainder Taxes. This subsection (h) does not apply to the Services CFD and applies only to a Facilities CFD if the Developer, in its discretion, determines to Petition to form the Facilities CFD.

(i) Developer and City contemplate that, within each Improvement Area of the Facilities CFD, Qualified Project Costs will be paid from Remainder Taxes collected in such Improvement Area both before and after the issuance of CFD Bonds for such Improvement Area, subject to the 10-year limitation described in Section 2.3(g) above. Accordingly, each RMA will provide that Remainder Taxes may be used to finance Qualified Project Costs. Annually, on or before October 1 of each year, City shall deposit Remainder Taxes in the applicable Remainder Taxes Project Account for the Facilities CFD.

(ii) Amounts on deposit in the Remainder Taxes Project Account shall be applied to pay Qualified Project Costs.

(iii) 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.

(i) Prepayment. The Contingent Services Special Taxes may not be prepaid. If a Facilities CFD is formed, then each RMA will include provisions allowing a property owner within the related Improvement Area 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. Prepaid Facilities Special Taxes will be placed in a segregated account in accordance with the applicable Indenture, and each RMA and the applicable Indenture will specify the use of prepaid Facilities Special Taxes.

(j) Amendment to RMA. Each RMA must be consistent with this Financing Plan, except as agreed by City and Developer. Nothing in this Financing Plan will prevent an amendment of an 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 CFD Bonds. This subsection (k) does not apply to the Services CFD and applies only to a Facilities CFD if the Developer, in its discretion, determines to Petition to form the Facilities CFD. Each RMA shall contain a provision that allows Developer to request that the Facilities Special Tax rates be reduced for the applicable Improvement Area before any CFD Bonds are issued. If expressly permitted and defined in an RMA, any such reduction of the Facilities Special Tax rates in the

applicable Improvement Area may be done administratively without the vote of the qualified electors of such Improvement Area before CFD Bonds for the applicable Improvement Area are issued. If expressly permitted and defined in an 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 such RMA). If the maximum Facilities Special Tax rate is permanently reduced, City will record timely an appropriate instrument in the Official Records.

(l) Affordable Housing and Other Facilities. Notwithstanding anything to the contrary contained herein and in the CFD Act, each RMA shall (i) include provisions exempting parcels that contain 100% Affordable Units, (ii) establish reduced Project Special Tax rates for Inclusionary Units as approved by Developer and the City, and (iii) establish reduced Project Special Tax rates for childcare and community facilities.

2.4 Issuance of CFD Bonds. This Section 2.4 does not apply to the Services CFD and applies only to a Facilities CFD if the Developer, in its discretion, determines to Petition to form the Facilities CFD.

(a) Issuance. Subject to approval of the Board of Supervisors, City, on behalf of the Facilities CFD, intends to issue CFD Bonds within each Improvement Area for purposes of this Financing Plan, but only upon the written request of Developer. Developer may submit written requests that City issue 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, sound municipal finance practices and Section 2.4(g).

(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 CFD Bond issue will be three to one (3:1), unless otherwise required by the CFD Act, recommended by the City's underwriter or financial advisor or mutually agreed by the Developer and City.

(d) Coverage Ratio. All CFD Bonds will have a debt service coverage-ratio of one hundred ten percent (110%), unless otherwise recommended by the City's underwriter or financial advisor or agreed to by City and Developer.

(e) Term. 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) Office of Public Finance. All City decisions regarding the issuance of CFD Bonds shall be made following consultation with the Controller's Office of Public Finance.

(g) City Funding Goal. The City and the Developer agree that it is one of the purposes of this Financing Plan to implement sound and prudent public fiscal policies that protect

the City's General Fund and the City's financial standings and fiduciary obligations, while operating within the constraints of this Financing Plan and, as applicable, the CFD Act, the CFD Goals, and Tax Laws.

2.5 Use of Proceeds. This Section 2.5 does not apply to the Services CFD and applies only to a Facilities CFD if the Developer, in its discretion, determines to Petition to form the Facilities CFD.

(a) CFD Bond Proceeds. Subject to Tax Laws, the CFD Act, and the CFD Goals, 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 Developer; and (iii) to pay Qualified Project Costs. Any 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 applicable Indenture.

(b) Qualified Project Costs. By this Financing Plan, and subject to Tax Laws, City agrees to use the proceeds of CFD Bonds on deposit in each CFD Bonds Project Account or as otherwise provided in the applicable Indenture and, subject to Sections 2.3(h), all Remainder Taxes on deposit in the Remainder Taxes Project Account to finance Qualified Project Costs. In furtherance of this Financing Plan, City shall levy Facilities Special Taxes in each Fiscal Year in strict accordance with the RMA and this Financing Plan.

2.6 Miscellaneous CFD Provisions

(a) Change Proceedings. This Section 2.6(a) does not apply to the Services CFD and applies only to a Facilities CFD if the Developer, in its discretion, determines to Petition to form the Facilities CFD. Subject to the limitations in this Financing Plan, Tax Laws and the CFD Act, 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; (ii) increase or decrease the authorized bonded indebtedness limit within the CFD or any Improvement Area; (iii) annex property that was not identified as Future Annexation Area into the CFD (or any Improvement Area therein); (iv) add additional public capital facilities for the Project; or (v) take other actions reasonably requested by Developer.

(b) Maintaining Levy of CFD Financing. Under section 3 of article XIII C 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 Agreement (including this Financing Plan) is a contract between Developer and City; (ii) the financing of the Qualified Project Costs 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 Agreement; (iii) the financing of the Contingent Services Costs through the application of Contingent Services Special Taxes is an essential part of the consideration for the Agreement; and (iv) any reduction in City's ability to levy and collect Facilities Special Taxes and Contingent Services Special Taxes would materially impair the Agreement. To further preserve the Agreement, City agrees

that: (y) until all CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, and except as otherwise provided in this Financing Plan, it will not initiate or conduct proceedings under the CFD Act to reduce the Facilities 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 XIIC of the California Constitution that purports to reduce, repeal, or otherwise alter the Facilities Special Tax rates before all 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. This Section 2.6(c) does not apply to the Services CFD and applies only to a Facilities CFD if the Developer, in its discretion, determines to Petition to form the Facilities CFD. City will covenant with the owners of CFD Bonds to foreclose the lien of delinquent Facilities Special Taxes on both the underlying fee in the case of privately-owned Taxable Parcels or on the leasehold interests in the case of public property that is leased to private owners, in each case 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 Bonds and other consultants, subject to applicable laws.

(d) Reserve Fund Earnings. This Section 2.6(d) does not apply to the Services CFD and applies only to a Facilities CFD if the Developer, in its discretion, determines to Petition to form the Facilities CFD. Subject to Tax Laws, the Indenture for each issue of 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 the debt service fund held by the Fiscal Agent under such Indenture.

(e) Authorization of Reimbursements. This Section 2.6(e) does not apply to the Services CFD and applies only to a Facilities CFD if the Developer, in its discretion, determines to Petition to form the Facilities CFD. City will take all actions necessary to satisfy section 53314.9 of the Government Code or any similar statute subsequently enacted to use CFD Bond proceeds and Remainder Taxes to reimburse Developer for: (i) CFD formation and 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 date of the Agreement make CFD Bonds or Facilities Special Taxes unavailable or severely impair their use as a source for financing the Qualified Project Costs, or make Contingent Services Special Taxes unavailable or severely impair their use as a source of financing Contingent Services Costs, 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. Following formation of the Facilities CFD, the City shall not change or amend the CFD Goals as they apply to the Facilities CFD if such changes or amendments adversely impact the Project or are inconsistent with this Financing Plan or conflict with the Development Agreement unless such changes or amendments are required under the

Mello-Roos Act or other controlling State or federal law or, with respect to the Facilities CFD, as otherwise approved by Developer in its sole discretion.

(h) Private Placement of CFD Bonds. This Section 2.6(h) does not apply to the Services CFD and applies only to a Facilities CFD if the Developer, in its discretion, determines to Petition to form the Facilities CFD. Subject to Board of Supervisors approval, upon Developer's written request, City shall consider selling 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, the Developer and the investors may agree upon terms regarding the security of the CFD Bonds. Consistent with the CFD Goals, City will consider the appropriate categories of investors for any such CFD Bonds.

(i) No Credit Enhancement. This Section 2.6(i) does not apply to the Services CFD and applies only to a Facilities CFD if the Developer, in its discretion, determines to Petition to form the Facilities CFD. City shall not, under any circumstances, require Developer or any property owner in the Facilities CFD (or any Improvement Area therein) to provide a letter of credit or other credit enhancement as security for the payment of the Facilities Special Taxes in the Facilities CFD (or any Improvement Area therein) in connection with the issuance of CFD Bonds or otherwise. The City and the Developer agree that this subsection shall not prohibit the City from structuring an issue of CFD Bonds to include one or more debt service reserve accounts funded by proceeds of the CFD Bonds or Facilities Special Taxes if recommended by the City's underwriter or financial advisor.

(j) CFD Acquisition Agreement. This Section 2.6(j) does not apply to the Services CFD and applies only to a Facilities CFD if the Developer, in its discretion, determines to Petition to form the Facilities CFD. Contemporaneously with the formation of the Facilities CFD, Developer and City will enter into the CFD Acquisition Agreement that will apply to the acquisition and construction of the authorized Improvements for the Facilities CFD. The CFD Acquisition 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 CFD Acquisition Agreement or any further approvals by City. The CFD Acquisition Agreement shall contain an acknowledgment by City and Developer as to the following:

(i) Developer may be constructing authorized Improvements before CFD Bond proceeds and Remainder Taxes (herein, "**CFD Funding Sources**") that will be used to acquire them are available;

(ii) City will inspect such Improvements and process payment requests even if CFD 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 City or other Governmental Entity before the applicable payment requests are paid in full;

(iv) If 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 CFD Funding Sources become available, and the CFD Acquisition Agreement will provide that the applicable payment requests for such Improvements accepted by City or other Governmental Entity may be paid: (A) in any number of installments as CFD Funding Sources become available; (B) irrespective of the length of time payment is deferred; and (C) except with respect to the final payment for any Improvement, prior to formal acceptance by the Governmental Entity of the Improvements that are the subject of such payment requests; and

(v) Developer's conveyance or dedication of authorized Improvements to City or other Governmental Entity before the availability of CFD 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 CFD Acquisition Agreement.

(k) No Other Land-Secured Financings. Except to the extent permitted under the Agreement, 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. Financing by the EIFD shall not constitute land-secured financings within the meaning of this section.

(l) Annexation of Future Annexation Property to Services CFD. Property identified in the boundary map for the Services CFD as "Future Annexation Area" may be annexed into the Services CFD into the initial tax zone or into a separate tax zone, in any case upon submission of a unanimous written approval of the property owner(s) of the property to be annexed. The Future Annexation Area property shall be annexed from time to time upon the submission of the unanimous written approval of the property owner(s) of the property to be annexed pursuant to the CFD Act according to the procedures established by the Board of Supervisors in the Services CFD formation proceedings and Section 1.1(b). The timing of any such annexation shall comply with Section 1.1(b).

(m) Annexation of Future Annexation Property to Facilities CFD. Property identified in the boundary map for the Facilities CFD as "Future Annexation Area" may be annexed into the Facilities CFD into the initial Improvement Area, into another previously existing Improvement Area that was created after the formation of the Facilities CFD, or into a new Improvement Area, in any case upon submission of a unanimous written approval of the property owner(s) of the property to be annexed. The Future Annexation Area property shall be annexed from time to time upon the submission of the unanimous written approval of the property owner(s) of the property to be annexed pursuant to the CFD Act according to the procedures established by the Board of Supervisors in the Facilities CFD formation proceedings. The timing of any such annexation shall comply with Section 1.1(c).

2.7 Contingent Services Costs

(a) After a Trigger Event, the CFD may levy the Contingent Services Special Taxes on the Taxable Parcels to pay the Contingent Services Costs.

(b) The Contingent Services Costs from which the maximum Contingent Services Special Taxes will be derived will be determined by Developer in consultation with the City and will be based on a maintenance budget reasonably approved by the City and the Developer prior to formation of the Services CFD that is based on a third-party consultant study

verifying a reasonably-anticipated initial and full “build-out” budget. As used in this Financing Plan, “maintenance” includes repair, replacement and the creating and funding of a reserve fund to pay for repair and replacement.

2.8 CFD Limitations. This Section 2.8 does not apply to the Services CFD and applies only to a Facilities CFD if the Developer, in its discretion, determines to Petition to form the Facilities CFD.

(a) City and Developer agree that the Facilities 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 Qualified Project Costs. To accomplish this goal, and subject to the limitations set forth in this Section 2.8, and in light of the CFD Goals:

(i) the Facilities CFD (and each Improvement Area) will be authorized to finance the Qualified Project Costs;

(ii) City and Developer will mutually determine the term for levying Facilities Special Taxes; and

(iii) the amount of authorized bonded indebtedness will be established to allow the issuance of the CFD Bonds to finance Qualified Project Costs.

(b) CFD Bonds will be issued exclusively to finance Qualified Project Costs unless Developer and City mutually agree to the issuance of CFD Bonds for the Facilities CFD to finance other facilities.

2.9 Perpetual Tax. In the Services CFD, once levied following the Trigger Event, the Contingent Services Special Taxes will be levied in perpetuity.

3. ENHANCED INFRASTRUCTURE FINANCING DISTRICT FINANCING

3.1 Formation of the EIFD

(a) The City agrees (i) to submit to the Board of Supervisors for approval a resolution of intention to establish the EIFD over the Financing Project Site that is consistent with the terms set forth in this Financing Plan and (ii) when applicable, and under the circumstances described in this Financing Plan, to hold the required public hearing and submit to the Board of Supervisors for approval a resolution approving the IFP to the extent it is consistent with the terms set forth in this Financing Plan.

(b) The City and the Developer have determined that the boundaries of proposed EIFD will not overlap with the boundaries of any redevelopment project areas.

(c) The City will use good faith efforts to cause the Public Financing Authority to establish the EIFD under the EIFD Law.

(d) The EIFD will be governed by the Public Financing Authority.

(e) The City will submit the IFP to the Board of Supervisors for approval only if it allocates the Allocated Tax Revenue and conditionally allocates the Conditional Tax Revenue to the EIFD for the maximum term allowed under EIFD Law, subject to any redevelopment enforceable obligations, as set forth in the EIFD Law, and subject to the provisions of this Financing Plan. The City will submit the IFP to the Board of Supervisors for approval only if it provides that (i) the Allocated Tax Revenue will be used solely for the financing of Qualified EIFD Improvements for the Project and other authorized purposes, as set forth in this Financing Plan and (ii) the Conditional Tax Revenue will be used to provide additional debt service coverage for each issue of EIFD Bonds and, if necessary, pay debt service on EIFD Bonds and replenish any reserve funds for the EIFD Bonds, as set forth in this Financing Plan.

(f) The City and the Developer agree that the resolution of intention and the IFP submitted to the Board of Supervisors for approval shall each provide for the Project Areas as described in Section 1.2(b). The IFP submitted for approval to the Board of Supervisors shall provide that each Project Area (i) has separate and unique time limits associated with the Allocated Tax Revenue and Conditional Tax Revenue for each Project Area, and (ii) will generate Allocated Tax Revenue and Conditional Tax Revenue that will be allocated by the City to the EIFD commencing (A) no earlier than the fiscal year that begins after the legal parcels in the Project Area have been subdivided so as to conform to the boundaries of the Project Area and the Board of Equalization has approved an application for a tax rate area for such Project Area and (B) on the first day of the fiscal year in which the EIFD has actually received one hundred thousand dollars (\$100,000) in Allocated Tax Revenue from that Project Area, and continuing for 45 years from the commencement date for such Project Area. The IFP also will provide that the allocation of Allocated Tax Revenue and Conditional Tax Revenue to the EIFD will not result in the total amount of the Allocated Tax Revenue and the Conditional Tax Revenue for a tax year exceeding the amount determined pursuant to Section 53398.75(a)(2) for such tax year. The Developer and the City agree that the ability to implement Project Areas will be subject to the approval of the Public Financing Authority.

(g) The City shall cooperate with the Developer and the EIFD to execute the EIFD Acquisition Agreement. The EIFD Acquisition Agreement shall contain, among other things, (i) provisions regarding the process for the construction, inspection, and acceptance of Qualified EIFD Improvements by the City, (ii) provisions regarding the process for requisitioning the payment of, or reimbursement for, Qualified EIFD Improvements from the EIFD Funding Sources, (iii) covenants by the EIFD to apply the EIFD Funding Sources in accordance with the IFP and the EIFD Acquisition Agreement, (iv) parameters for the issuance of EIFD Bonds, (v) covenants by the EIFD to timely conduct reports and audits required by the EIFD Law, and (vi) enforcement provisions that the City and the Developer may exercise to ensure the financing of the Project pursuant to the IFP, as described in subsections (g), (h), and (i) below.

(h) The EIFD Acquisition Agreement and the IFP submitted for approval to the Board of Supervisors (i) shall provide that in the event that the EIFD defaults under its obligations under the EIFD Acquisition Agreement, and an Event of Default (as defined in the EIFD Acquisition Agreement) occurs, the City and the Developer may exercise all legal and equitable remedies available, including but not limited to, filing proceedings to compel

injunctive relief or specific performance of the IFP and the EIFD Acquisition Agreement, (ii) shall include an acknowledgement and agreement by the EIFD that a failure of the EIFD to timely perform any duty, obligation, or covenant under the IFP, including the application of the Allocated Tax Revenue and Conditional Tax Revenue in accordance with the IFP and the application of such Allocated Tax Revenue to fund the Project in accordance with the EIFD Acquisition Agreement, will cause irreparable harm to the Developer that cannot be fully compensated by monetary damages and shall entitle the Developer to seek injunctive relief or specific performance from the EIFD and (iii) shall entitle the City to all legal and equitable remedies, including, but not limited to, injunctive relief to compel the EIFD to perform its duties, obligations, or covenants under the IFP and the EIFD Acquisition Agreement.

(i) The EIFD Acquisition Agreement submitted for approval to the Board of Supervisors shall provide that, due to the unique nature of the IFP and the Project and because time is of the essence in the performance of obligations under the IFP, the City and the EIFD waive the procedural protections of the Government Claims Act, California Gov't Code Section 810 et seq, in connection with any dispute related to or arising out of the IFP or the EIFD Acquisition Agreement, including those procedures requiring the filing of an administrative claim within the applicable statute of limitation.

(j) The EIFD Acquisition Agreement submitted for approval to the Board of Supervisors shall provide that except as expressly limited by the IFP or the EIFD Acquisition Agreement, the rights and remedies of the parties to the EIFD Acquisition Agreement regarding the enforcement of the Public Financing Authority's obligations to implement the IFP shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies contained in the EIFD Acquisition Agreement for the same breach by the applicable party.

(k) The following sources, as available, shall be applied to finance Qualified EIFD Improvements (together, "**EIFD Funding Sources**"): Allocated Tax Revenue and the proceeds of EIFD Bonds.

(l) The EIFD Acquisition Agreement submitted for approval to the Board of Supervisors shall provide for all of the following:

(i) For Qualified EIFD Improvements to be owned by the City, the City shall inspect such Qualified EIFD Improvements and the City and the EIFD shall process payment requests even if EIFD Funding Sources for the amount of pending payment requests are not then sufficient to satisfy them in full;

(ii) Qualified EIFD Improvements may be constructed and conveyed (including to the City or other Governmental Entity) before the applicable payment requests are paid in full;

(iii) The unpaid balance of applicable payment requests shall be paid when sufficient EIFD Funding Sources become available, and such payments may be made: (A) in any number of installments as EIFD Funding Sources become available; (B) irrespective of the length of time payment is deferred; and (C) except with respect to the final payment for any EIFD

Improvement, prior to formal acceptance by the applicable public or private entity (including the City or other Governmental Entity) of the Qualified EIFD Improvements that are the subject of such payment requests; and

(iv) Developer's conveyance or dedication of Qualified EIFD Improvements to the applicable public or private entity (including the City or other Governmental Entity) before the availability of EIFD Funding Sources to acquire such improvements is not a dedication or gift or a waiver of Developer's right to payment of such Qualified EIFD Improvements under this Financing Plan or the EIFD Acquisition Agreement.

(m) The IFP submitted for approval to the Board of Supervisors shall provide that, subject to approval by the Board of Supervisors at the time of such annexation, the City and the Public Financing Authority will, at the written request of the Developer, authorize the amendment of the EIFD to annex in additional property that is (i) owned by, or under the control of, the Developer or its Affiliates and (ii) subject to the Development Agreement and (ii) located in the near vicinity of the EIFD. For purposes of clarity, the Brave Church Property is considered in the near vicinity of the EIFD.

3.2 Allocated Tax Revenue; Conditional Tax Revenue

(a) The IFP and the EIFD Acquisition Agreement submitted for approval to the Board of Supervisors will provide the following prioritization of use of the Allocated Tax Revenue, and the City will not approve any amendments to the IFP that would alter such prioritization without the Developer's prior written approval:

- (i) first, to pay EIFD administrative costs;
- (ii) second, to pay debt service on EIFD Bonds and to replenish any reserve funds associated with EIFD Bonds;
- (iii) third, to repay the City for any Conditional Tax Revenue actually used to pay debt service on EIFD Bonds or replenish debt service reserve funds for the EIFD Bonds in an amount equal to the Conditional Tax Revenue actually used to pay debt service on the EIFD Bonds or replenish debt service reserve funds for the EIFD Bonds plus interest through the date of repayment at an annual interest rate equal to the rate of interest on the United States Treasury bond with a 10-year maturity on the date of the first use of Conditional Tax Revenue plus 300 basis points, and such interest rate shall remain fixed for the remainder of the term of the IFP; and
- (iv) fourth, to accumulate over time and, from time to time at the Developer's request, to pay directly or reimburse the Developer for the Qualified EIFD Improvements as set forth in the EIFD Acquisition Agreement.

(b) The IFP submitted for approval to the Board of Supervisors will include a conditional allocation of Conditional Tax Revenue to the EIFD, and will provide that the Conditional Tax Revenue may only be used to (i) provide additional debt service coverage on the EIFD Bonds, (ii) pay debt service on EIFD Bonds, and (iii) replenish debt service reserve funds for such EIFD Bonds to the extent that Allocated Tax Revenue is not available for those purposes. The Indenture for any EIFD Bonds shall provide that on an annual basis, once it has

been determined that all or a portion of the Conditional Tax Revenue for a tax year is not needed for the purposes described in clauses (ii) and (iii) of the preceding sentence for the applicable calendar year because of the availability of Allocated Tax Revenue, such unneeded Conditional Tax Revenue shall be transferred to the City for deposit in the General Fund. The City will not approve any amendments to the IFP that would alter the use of the Conditional Tax Revenue without Developer's prior written approval. Conditional Tax Revenue shall be used to provide additional debt service coverage on all EIFD Bonds regardless of whether amounts have previously been expended on debt service or reserve fund replenishment for EIFD Bonds.

3.3 The IFP

(a) The IFP submitted for approval to the Board of Supervisors shall provide that all Allocated Tax Revenue available after paying EIFD administrative costs shall be utilized for the maximum term allowed under EIFD Law solely for the financing of the Qualified EIFD Improvements for the Project, either through payment of debt service and replenishment of reserve funds for EIFD Bonds or directly on a pay-as-you-go basis, as set forth in this Financing Plan.

(b) The IFP submitted for approval to the Board of Supervisors shall contain the provisions described in Section 3.4.

(c) The IFP submitted for approval to the Board of Supervisors shall contain the enforcement mechanisms described in Sections 3.1(g), 3.1(h), and 3.1(i).

(d) The IFP submitted for approval to the Board of Supervisors may provide for amendments to the boundaries of the Project Areas that can be accomplished without further hearings or approvals (including the approval of the Board of Supervisors, although prior written notice to the Board of Supervisors may be required). Such amendments may include (i) replacement of certain initial Project Areas with new Project Areas upon the subdivision of property in the initial Project Areas and (ii) changes to the boundaries of one or more Project Areas to conform the Project Areas to the final development parcels established by recordation of one or more final subdivision maps.

3.4 Issuance of EIFD Bonds

(a) The City will not approve any amendments of the IFP that would alter the following principles related to the issuance of EIFD Bonds: (i) the EIFD will issue EIFD Bonds in compliance with the EIFD Law and the IFP to finance the Qualified EIFD Improvements, (ii) the EIFD Bonds will not be issued except upon the written request of the Developer and with the prior approval of the Board of Supervisors, and (iii) other than paying EIFD administrative costs and costs of issuance and funding capitalized interest and debt service reserve funds, the proceeds of the EIFD Bonds shall be used to finance Qualified EIFD Improvements.

(b) The IFP and the EIFD Acquisition Agreement submitted for approval to the Board of Supervisors will provide that the EIFD shall issue EIFD Bonds upon the written request of the Developer made to the EIFD and the City, subject to the provisions of this Section 3.4.

(c) The IFP and the EIFD Acquisition Agreement submitted for approval to the Board of Supervisors will provide that any issue of EIFD Bonds will be structured with a debt service coverage ratio that maximizes the proceeds of the EIFD Bonds provided (i) such EIFD Bonds are issued consistent with sound municipal financing practices and Section 3.4(g) after consultation with the Controller's Office of Public Finance, and (ii) the City is assured, to its reasonable satisfaction, based on actual and projected reasonably foreseeable economic conditions that could have an impact on the assessed value of the property in the EIFD, that the EIFD Bonds are structured in a manner that (A) mitigates any potential material risk that the EIFD could default in the payment of debt service on the EIFD Bonds and (B) provides reasonable assurance to the City that the Conditional Tax Revenue would likely be available to the City's General Fund and unlikely to be needed to pay debt service on the EIFD Bonds or replenish debt service reserve funds for the EIFD Bonds. The City may implement other bond structure elements that it determines are consistent with sound municipal financing practices and Section 3.4(g), including requiring one or more debt service reserve funds.

(d) Prior to requesting the issuance of EIFD Bonds, Developer will consult with the City's Controller (or the Controller's designee). The Controller will recommend that the Board of Supervisors approve such requested issue of EIFD Bonds if the Controller has determined that (1) the issue will meet the standards set forth in Section 3.4(c) and (2) the issue will be consistent with the EIFD Law, the IFP, and this Financing Plan. If the Controller recommends disapproval, the Controller shall specify in writing the reasons for such recommendation.

(e) The Board of Supervisors shall consider all requests to approve the issuance of EIFD Bonds in accordance with its customary practices based on the record before it, which shall include the Controller's recommendation and a description of the requirements and purposes of this Financing Plan.

(f) The IFP and the EIFD Acquisition Agreement submitted for approval to the Board of Supervisors will provide that (i) at the written request of the Developer made to the EIFD and the City, the EIFD shall consider the issuance of one or more series of federally taxable EIFD Bonds to finance the Actual Cost (as defined in the EIFD Acquisition Agreement) of Qualified EIFD Improvements that cannot be financed on a federally tax-exempt basis and (ii) the EIFD will issue federally taxable EIFD Bonds in the circumstances set forth in Section 3.6(e).

(g) The City and the Developer agree that it is one of the purposes of this Financing Plan to implement sound and prudent public fiscal policies that protect the City's General Fund and the City's financial standings and fiduciary obligations, while operating within the constraints of this Financing Plan and, as applicable, the EIFD Law and Tax Laws.

(h) Notwithstanding any other provision of this Financing Plan, the IFP submitted for approval to the Board of Supervisors will provide that the EIFD will not issue any EIFD Bonds until, for each Taxable Parcel that the Underwriter has utilized for purposes of sizing the EIFD Bonds, (i) the Developer has exhausted all of its appeal rights with respect to the Baseline Assessed Value or (ii) the Developer has notified the City and the EIFD in writing that, with respect to the Taxable Parcel, (A) the Developer is aware of its right to appeal the Taxable Parcel's Baseline Assessed Value that was established following the Taxable Parcel's

recent improvement/sale, (B) the Developer has either availed itself of that right or decided not pursue any further appeals with respect to the Baseline Assessed Value arising out of the recent improvement/sale and (C) the Developer does not waive any right to appeal future assessed valuations of the Taxable Parcel. The written notice submitted by the Developer pursuant to the previous sentence shall be satisfactory in form and substance to the City's Controller and the Executive Director of the EIFD.

3.5 Termination of Allocated Tax Revenue. The parties hereby agree and the IFP submitted for approval to the Board of Supervisors shall provide that prior to the issuance of any EIFD Bonds by the EIFD, and notwithstanding any other provision of the IFP or this Financing Plan, the allocation of Allocated Tax Revenue and Conditional Tax Revenue under the IFP may be permanently terminated by the adoption by the Board of Supervisors of a termination resolution if the first tax increment-producing building in the EIFD that was constructed, or caused to be constructed, by the Developer (regardless of Project Area) has not received a certificate of occupancy for new construction or expansion of a building constituting permanent new development (not including rehabilitation, relocation, or other work that does not constitute permanent new development) before the tenth anniversary of the adoption by the Public Financing Authority of the resolution establishing the EIFD (herein, the "**Optional Termination for Cause**"). For purposes of this paragraph, "certificate of occupancy" means the first certificate, including any temporary certificate of occupancy, issued by the City to confirm that a building or a portion of a building has met all of the building codes and can be occupied for residential or non-residential use. To provide clarity, the Optional Termination for Cause provisions set forth above shall no longer be applicable upon the first to occur of the (i) date that the first tax increment-producing building in any Project Area of the EIFD that was constructed or caused to be constructed by the Developer receives a certificate of occupancy for new construction or expansion of a building constituting permanent new development (not including rehabilitation, relocation, or other work that does not constitute permanent new development) or (ii) date of the first issuance of EIFD Bonds by the EIFD. Within sixty (60) days of the occurrence of either (i) or (ii) in the preceding sentence, the Director of the Controller's Office of Public Finance shall confirm in writing to the Developer that the Optional Termination for Cause provisions set forth in this Section 3.5 are no longer applicable to the EIFD and that the allocation of Allocated Tax Revenue and Conditional Tax Revenue under the IFP is no longer subject to Optional Termination for Cause pursuant to this Section 3.5.

The IFP submitted for approval to the Board of Supervisors shall provide that any Allocated Tax Revenue received by the EIFD prior to the earlier of (i) the Optional Termination for Cause or (ii) the Director of the Controller's Office of Public Finance written confirmation to the Developer that the Optional Termination For Cause provisions are no longer applicable to the EIFD as described in the previous paragraph, shall accumulate and may be used by the Public Financing Authority exclusively to pay administrative expenses and for no other purpose. If the Director of the Controller's Office of Public Finance provides written confirmation to the Developer that the Optional Termination For Cause provisions are no longer applicable to the EIFD, any accumulated Allocated Tax Revenue received by the EIFD that was not used for administrative expenses shall be available to the Developer for financing Qualified EIFD Improvements.

The IFP submitted for approval to the Board of Supervisors shall provide that if the Optional Termination for Cause occurs, any accumulated Allocated Tax Revenue received by the EIFD that was not used for administrative expenses, shall be returned by the Public Financing Authority to the City.

3.6 Reassessments.

(a) In consideration of the City entering into this Financing Plan, Developer agrees as follows with respect to parcels that it owns in the boundaries of the EIFD.

(b) From and after the Commencement Date (as defined in the IFP) for a Project Area, Developer may initiate a Reassessment in connection with the determination of the Baseline Assessed Value of any parcel within such Project Area, but may not and hereby waives its right to initiate a Reassessment of the Subsequent Assessed Value of that parcel within such Project Area until the earlier of (i) the date on which (A) there are no authorized uses under the IFP of the Allocated Tax Increment or the Conditional Tax Increment generated in the Project Area and neither the Developer nor the City expects there to be any further such authorized uses and (B) the City has been repaid for the use of Conditional Tax Revenue in accordance with the IFP or (ii) the EIFD Termination Date with respect to such Project Area. For the avoidance of doubt, this Section 3.6(b) does not restrict the ability of the Developer to initiate a Reassessment on any parcel in a Project Area prior to either the date of the initial certificate of occupancy or the Commencement Date for such Project Area.

(c) Developer agrees to include a provision substantially similar to this Section in any Assignment and Assumption Agreement.

(d) Developer understands that the City would not be willing to enter into this Financing Plan without this Section. Developer has knowingly, willingly and voluntarily agreed to this Section 3.6 with awareness of the likely consequences, after consulting with legal counsel. The City and Developer agree that there are no alternative means to achieve the purposes of this Section 3.6. Nothing in this Section 3.6 is intended to limit the San Francisco Assessor's independent duty to value property in accordance with Section 2(b) of California Constitution Article XIII A and California Revenue and Taxation Code Section 51.

(e) Should the City determine, based upon the advice of bond counsel, that the provisions of subsection (b) above could cause the interest on an issue of EIFD Bonds to be subject to federal income taxation, the City and the Developer shall meet and confer to discuss bond counsel's advice and thereafter, the City may either, in its discretion (i) ask the Public Financing Authority to issue such proposed EIFD Bonds as federally taxable bonds or (ii) (A) release Developer from its obligations under this Section 3.6, and this Section 3.6 will be deemed severed from this Financing Plan and (B) ask the Public Financing Authority to structure any proposed EIFD Bonds in accordance with Section 3.4(c) after taking into account the release of the Developer's obligations under this Section 3.6.

3.7 Validation

(a) Developer is aware that the EIFD will file a judicial validation action relating to the formation of EIFD and actions authorized under the IFP and agrees to pay the reasonable costs of such validation action.

4. INTERPRETATION; DEFINITIONS

4.1 Interpretation of Agreement

(a) Development Agreement. This Financing Plan (including its Attachments, as updated from time to time) is a part of the Development Agreement and is subject to all of its general terms, including its definitions and rules of interpretation.

(b) Inconsistent Provisions. Developer and the 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 agreement between them related to the Project, including other provisions of the Development Agreement.

4.2 Defined Terms

(a) Definitions. The following terms have the meanings given to them below or are defined where indicated. Capitalized terms not defined herein have the meanings given such terms in the Development Agreement.

“**2% Limitation**” is defined in Section 2.3(e) herein.

“**Allocated Tax Revenue**” means ___ percent (___%) of the City Share of Increment.

“**Annexation Notice of Special Tax Lien**” is defined in Section 1.2(b) herein.

“**Assignment and Assumption Agreement**” is defined in the Development Agreement.

“**Base Year**” means, for each Project Area, the fiscal year in which the assessed value of taxable property in such Project Area was last equalized prior to the effective date of the resolution adopted pursuant to Section 53398.69 of the EIFD Law to create the EIFD. The Base Year will be set forth in the IFP.

“**Baseline Assessed Value**” means, as applicable, (1) the initial assessed value of a parcel in the EIFD in the first Fiscal Year in which the assessed value reflects the full cash value of the initial improvements constructed on the parcel for which the City has issued an initial certificate of occupancy, or (2) following the valuation set forth in the preceding clause (1), the initial assessed value of a parcel in the EIFD in the first Fiscal Year in which the assessed value reflects any change in ownership or later improvements.

“**Board of Supervisors**” means the Board of Supervisors of the City and County of San Francisco.

“Brave Church Property” means the Variant Sub-Area as defined in the Development Agreement. The Variant Sub-Area is the property described on Exhibit A-2 to the Development Agreement.

“CFD” means, as the context requires, the Services CFD and/or the Facilities CFD.

“CFD Acquisition Agreement” means, for the Facilities CFD only, the agreement between Developer and the City governing the terms of the City’s acquisition of authorized improvements and reimbursement of Qualified Project Costs and any other cost paid by Developer and authorized to be financed by the Facilities CFD under this Financing Plan to the extent Qualified, as the same may be modified or amended from time to time.

“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, for the Facilities CFD only, one or more series of bonds (including refunding bonds) secured by the levy of Facilities Special Taxes within an Improvement Area.

“CFD Bonds Project Account” means, for the Facilities CFD only, 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 other authorized uses as set forth in this Financing Plan.

“CFD Funding Sources” is defined in Section 2.6(j)(i).

“CFD Goals” means the Local Goals and Policies for Community Facilities Districts, approved by Board of Supervisors Resolution No. 414-13 in effect on the date a CFD is formed, and, subject to Section 2.6(g), as amended from time to time.

“CFD Notice of Special Tax Lien” is defined in Section 1.1(b).

“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 Share of Increment” means 64.588206% of Gross Tax Increment.

“Conditional Tax Revenue” means ___ percent (___%) of the City Share of Increment, which the City will allocate on a conditional basis to the EIFD for the purposes described in Section 3.4(e).

“Contingent Services” means the maintenance, repair, and replacement of the privately-maintained portions of the Project Street Network or other Infrastructure (not including any Project Open Spaces) located within the Project from the Contingent Services Special Taxes.

“Contingent Services Costs” means the costs of the Contingent Services, all to the extent that they are Qualified.

“Contingent Services Special Taxes” means a special tax levied under an RMA for the Services CFD that will be used to finance the Contingent Services, including all delinquent Contingent Services Special Taxes collected at any time by payment or through foreclosure proceedings.

“CPI” means the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward region (base years 1982-1984=100) published by the United States Department of Labor’s Bureau of Labor Statistics or if such index is no longer published, some other index approved by the City and Developer.

“Developed Property” means, as will be set forth in each RMA, for the Facilities Special Tax (if any) and the Contingent Services Special Tax, in any Fiscal Year, a Taxable Parcel 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” means, collectively, the Project Developer, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership.

“Development Agreement” is defined in the preamble.

“EIFD” means an Enhanced Infrastructure Financing District created pursuant to the EIFD Law, to be known as San Francisco Enhanced Infrastructure Financing District No. 2 (Stonestown).

“EIFD Acquisition Agreement” means the agreement between Developer, the City, and the EIFD governing the terms of the City’s acquisition, construction, and reimbursement of Qualified EIFD Improvements and any other cost paid by Developer and authorized to be financed by the EIFD under the EIFD Law and the IFP to the extent Qualified, as the same may be modified or amended from time to time.

“EIFD Bonds” means one or more series of bonds (including refunding bonds) secured by Allocated Tax Revenue and the Conditional Tax Revenue generated from property in the EIFD.

“EIFD Funding Sources” means Allocated Tax Revenue and the proceeds of EIFD Bonds.

“EIFD Improvements” means the Improvements described in Exhibit A to the EIFD Acquisition Agreement to the extent consistent with the IFP (as such exhibit may be amended or supplemented from time to time in accordance with the EIFD Acquisition Agreement and the EIFD

Law). EIFD Improvements shall not include Project Open Spaces. The IFP and the EIFD Acquisition Agreement shall provide that the EIFD will not finance the ongoing or capitalized costs to maintain public capital facilities financed in whole or in part by the EIFD.

“EIFD Law” means Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53398.50.

“EIFD Termination Date” means, for each Project Area in the EIFD, the date on which all allocations to the EIFD of Allocated Tax Revenue and Conditional Tax Revenue from that Project Area ends under the IFP.

“Exempt Parcel” means with respect to the CFD (i) any property identified by the Developer in its Petition as property that is exempt from Contingent Services Special Taxes or Facilities Special Taxes, as applicable, including parking structures, child care centers, and senior center facilities; (ii) real property owned by the City or any other Governmental Entity, (iii) parcels described in the second sentence of Section 53340(c), and (iv) parks, open space, landscaping, and streets, whether publicly or privately owned. Exempt Parcel does not include an assessor’s parcel that, immediately prior to the acquisition by the 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 the City, was a Taxable Parcel that City acquires under any right of reverter.

“Facilities CFD” means a community facilities district formed under the CFD Act to finance Qualified Project Costs, all to the extent provided in the proceedings for the Facilities CFD and this Financing Plan. If the Facilities CFD has designated Improvement Areas, then the term “Facilities CFD” shall mean, individually, an Improvement Area or, collectively, all Improvement Areas, as the context requires.

“Facilities Special Tax” means a special tax levied under an RMA for the Facilities CFD that will be used to finance Project Costs as set forth in this Financing Plan, including all delinquent Facilities Special Taxes collected at any time by payment or through foreclosure proceedings.

“Facilities Special Tax Requirement” means, as set forth in each RMA for the Facilities CFD, the amount of Facilities Special Taxes required in any Fiscal Year to fund (i) debt service on CFD Bonds (not including capitalized interest), (ii) replenishment of the reserve fund, (iii) administrative costs and (iv) to the extent that it does not increase the Facilities Special Taxes levied against Undeveloped Property, costs authorized to be financed by this Financing Plan.

“Financing Plan” is defined in the preamble.

“Financing Project Site” means the Developer Property (as defined in the Development Agreement) and, when transferred to the Developer, the Existing City-Owned Rights-of-Way. The Developer Property does not include the Mall Property. The Developer Property as of the date of this Financing Plan is the property described on Exhibit A-1 to the Development Agreement. The Existing City-Owned Rights-of-Way are portions of the area described on Exhibit A-4 to the Development Agreement and are also shown on Exhibit O to the Development Agreement.

“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.

“Future Annexation Area” means the geographic area designated at CFD formation as an area for future annexation to the CFD, as provided in the Mello-Roos Act.

“Governmental Entity” means a Federal, State, or local governmental agency, including the City.

“Gross Tax Increment” means, for each Project Area, 100% of the revenue produced by the application of the 1% ad valorem tax rate to the Incremental Assessed Property Value of the property within the Project Area.

“HOA” means the homeowners’ or property owners’ association that encumbers all or a portion of the property in the Financing Project Site.

“IFP” means the Infrastructure Financing Plan for the EIFD required to be prepared and approved under the EIFD Law.

“Improvement Area” means, for the Facilities CFD only, an improvement area within the Facilities CFD designated pursuant to section 53350 of the Mello-Roos Act. Any reference in this Financing Plan to an Improvement Area shall be deemed references to the Facilities CFD as a whole if the Facilities CFD is formed without Improvement Areas.

“Improvements” means public or private improvements constructed, or caused to be constructed, in connection with the development of the Project and that are authorized to be financed under the EIFD Law or CFD Act, as applicable.

“Incremental Assessed Property Value” means, in any Fiscal Year, for each Project Area, the difference between the assessed value of the taxable property within the Project Area for that Fiscal Year and the assessed value of the taxable property within the Project Area in the Base Year, to the extent that the difference is a positive number.

“Indenture” means one or more indentures, trust agreements, fiscal agent agreements, financing agreements, or other documents containing the terms of any CFD Bonds or EIFD Bonds.

“Mall Property” means the property described on Exhibit A-5 to the Development Agreement, including but not limited to any improvements located thereon from time to time.

“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.

“Permitted Assigns” means a Transferee that (i) has executed an Assignment and Assumption Agreement with respect to the Development Agreement and (ii) has executed a Public Financing Assignment with respect to some or all of the rights set forth in this Financing Plan. A Transferee that has executed an Assignment and Assumption Agreement with respect to the Development Agreement but that was not assigned any rights and obligations under this Financing Plan through a Public Financing Assignment shall not be considered a Permitted Assigns of the Developer under this Financing Plan notwithstanding that such Transferee shall be considered a “Developer” under the Development Agreement.

“Petition” means a petition required by the CFD Act to initiate formation of, or conduct change proceedings under, a CFD.

“Potential Trigger Event” means any of the following: (i) the HOA is dissolved; (ii) the HOA votes to terminate providing the Contingent Services; or (iii) the HOA fails to adhere to the maintenance requirements of the Private Street NSR or major encroachment permit described in Section 3.8 of the Development Agreement, or the License Agreement described in Exhibit R of the Development Agreement.

“Principal Payment Date” means, for the Facilities CFD only, (i) if CFD Bonds have not yet been issued, September 1 of each year, and (ii) if CFD Bonds have been issued, 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 Areas” means one or more project areas of the EIFD.

“Project Costs” means the hard and soft costs of developing the Project that are eligible for financing by the EIFD Law or CFD Act, including Improvements.

“Project Developer” means Stonestown NW Parcel LLC, a Delaware limited liability company.

“Project Special Taxes” means, collectively, (i) the Facilities Special Taxes (if any) in each Improvement Area of the Facilities CFD, and (ii) the Contingent Services Special Taxes in the Services CFD.

“Public Financing Assignment” means a written assignment signed by the Project Developer and the Transferee of some or all of the rights and obligations of the CFD and/or EIFD to a Transferee, which assignment (i) shall be contained in the partial or whole assignment of the rights and obligations of the CFD Acquisition Agreement (with respect to the CFD) or the EIFD Acquisition Agreement (with respect to the EIFD), as the case may be, and (ii) must be separate and distinct from the Assignment and Assumption Agreement associated with the Development Agreement. From and after such Public Financing Assignment, the Transferee that is the subject

of the Public Financing Assignment shall be the Project Developer hereunder with respect to the rights assigned.

“Public Financing Authority” means the Enhanced Infrastructure Financing District Public Financing Authority No. 1, established by the City to provide for the financing of Qualified EIFD Improvements related to the Project.

“Qualified” means, with reference to any costs (including EIFD Improvements, Project Costs, and Contingent Services Costs), that they are authorized to be financed under the CFD Act, the EIFD Law, the Tax Laws (if applicable), and/or this Financing Plan, as applicable. For the avoidance of doubt, costs may be Qualified under Tax Laws on a tax-exempt or taxable basis.

“Reassessment” means a proceeding that a taxpayer initiates under the California Revenue and Taxation Code that results in a Value Reduction.

“Remainder Taxes” means, for the Facilities CFD only, as calculated between September 1st and December 31st of any Fiscal Year, all Facilities Special Taxes that were collected in an Improvement Area in the prior Fiscal Year and were not needed to pay: (a) debt service on the outstanding CFD Bonds for such Improvement Area, as applicable, due in the calendar year that begins in the Fiscal Year in which the Remainder Special Taxes were levied, if any; (b) administrative costs for such Improvement Area 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 CFD Bonds for such Improvement Area, including liquidity support and rebate payments on CFD Bonds for such Improvement Area.

“Remainder Taxes Project Account” means, for the Facilities CFD only, a separate account created by or on behalf of City for each Improvement Area of the Facilities CFD and maintained by or on behalf of City to hold all Remainder Taxes generated from such Improvement Area, to be used as set forth in this Financing Plan.

“RMA” means the applicable rate and method of apportionment of special taxes for (i) the Services CFD as approved in accordance with the CFD Act and (ii) if formed, for each Improvement Area of the Facilities CFD, as approved in accordance with the CFD Act.

“Services CFD” means a community facilities district formed under the CFD Act to finance Contingent Services Costs, all to the extent provided in the proceedings for the CFD and this Financing Plan.

“State” means the State of California.

“Street Improvement Permit” means the primary permit allowing the construction of the Project Street Network (as defined in the Development Agreement).

“Subsequent Assessed Value” means the assessed value of a parcel in the EIFD in any Fiscal Year after the most recent Baseline Assessed Value was established.

“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, all as of the date of determination.

“Taxable Parcel” means, depending on the context, (i) with respect to the Services CFD, and as determined by the RMA for the Services CFD, a lot or parcel that is, as of the date of determination, within the Services CFD and that is not an Exempt Parcel, (ii) with respect to the Facilities CFD, if any, and as determined by the applicable RMA for the Facilities CFD, a lot or parcel that is, as of the date of determination, within the Facilities CFD or an Improvement Area within the Facilities CFD and that is not an Exempt Parcel, and (iii) with respect to the EIFD, a parcel that is subject to the ad valorem property tax within the boundaries of a Project Area.

“Taxable Residential Unit” means, for the Facilities CFD only, a residential unit within the Facilities CFD.

“Total Tax Obligation” means, for the Facilities CFD only, with respect to a Taxable Parcel at the time of calculation, the sum of: (a) the ad valorem taxes, charges and 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 Facilities Special Tax rates (but not the Contingent Services 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 secured by a lien on the Taxable Parcel if the Taxable Parcel were developed at the time of calculation; and (d) all other special taxes (based on assigned special tax rates), including the Contingent Services Special Taxes, 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.

“Transferee” is defined in the Development Agreement.

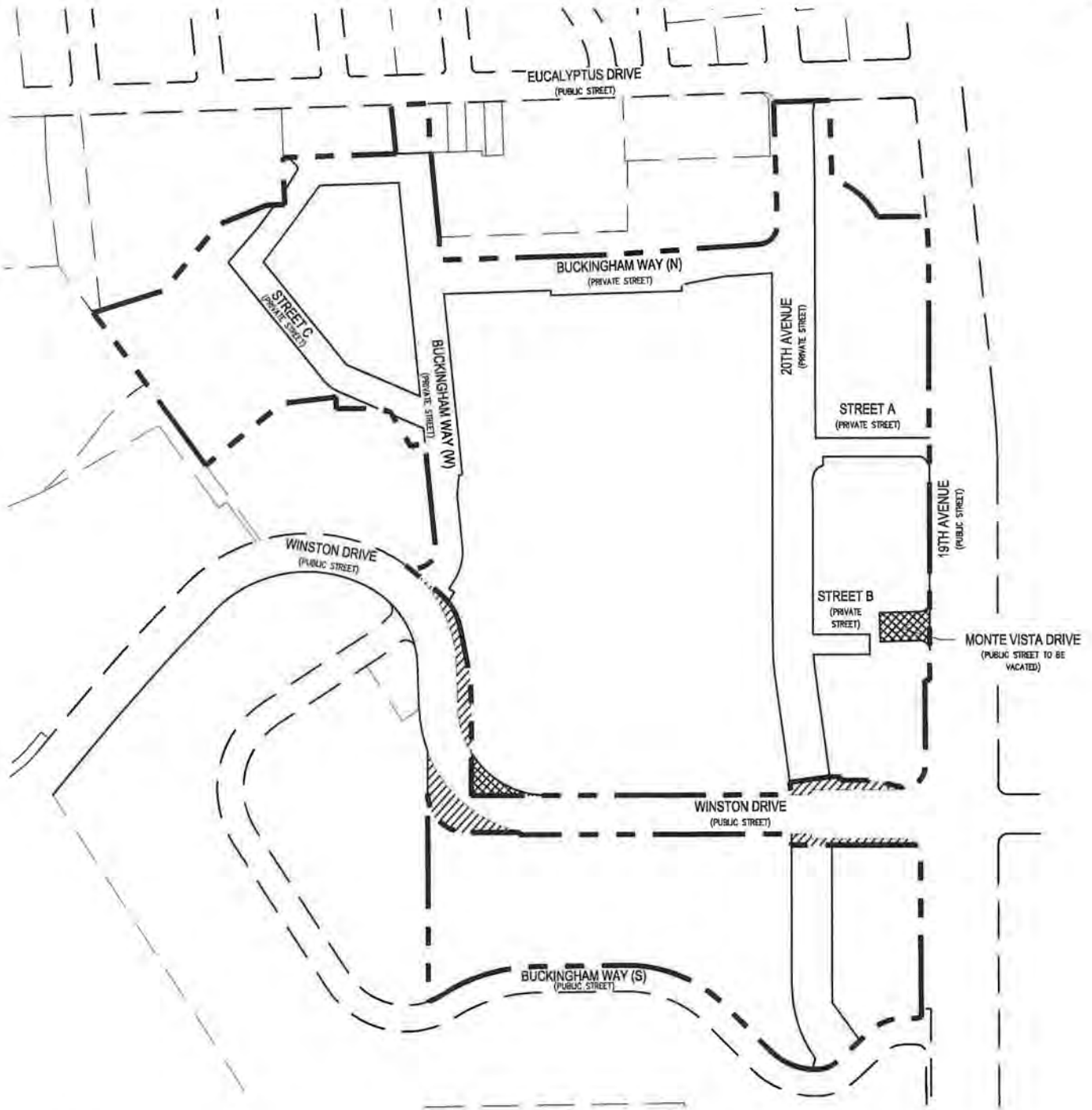
“Trigger Event” means the date following both (i) the adoption by the Public Financing Authority of the resolution establishing the EIFD and (ii) both (A) the written notice to the Developer of a Potential Trigger Event and (B) the failure of the Developer to remedy the default described in the notice after having been provided a reasonable opportunity to cure such default. The Parties agree that a reasonable opportunity to cure such default includes 180 days (i.e., 90 days for the Developer and owners of Taxable Parcels to cure, with an additional 90 days for lenders secured by Taxable Parcels or the owner of the Mall Property to cure the default).

“Unanimous Approval Submission” is defined in Section 1.1(b).

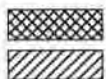
“Underwriter Force Majeure” is defined in Section 1.4.

“Undeveloped Property” means, for the Facilities CFD only, in any Fiscal Year, Taxable Parcels in the Facilities CFD or an Improvement Area that are not Developed Property, as defined in the applicable RMA.

“Value Reduction” means a reduction in assessed value of a parcel obtained through a Reassessment.



LEGEND



STREET RIGHT OF WAY AREA TO BE VACATED AND CONVEYED TO THE DEVELOPER

PRIVATE PROPERTY AREA TO BE DEDICATED BY DEVELOPER TO CITY AS STREET RIGHT OF WAY

NOTE:

(1) PROPERTY VACATIONS AND DEDICATIONS PER DA SECTION 5.4.3

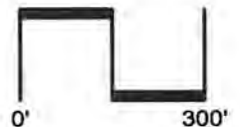


EXHIBIT O - STREET VACATIONS AND DEDICATIONS

EXHIBIT P
FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED
RETURN TO

City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
Attention: 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)

APN: [Block and Lot Numbers]

Street Address:

QUITCLAIM DEED

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 _____, 202[] and approved by the Mayor on _____, 202[]], 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:

DAVID CHIU
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 Q
Child Care Facility and Senior Center Plan

This Exhibit Q (this “**Child Care Facility & Senior Center Plan**”) describes Developer’s obligation to provide the Child Care Facility for the Project (the “**Child Care Program**”) and the Senior Center for the Project (“**Senior Center Obligations**”). Unless otherwise specified in this Exhibit Q, definitions and rules of interpretation shall be as provided in the Development Agreement (the “**Agreement**”) of which this Exhibit Q is a part, by and between the City and County of San Francisco, a municipal corporation, and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”).

A. Child Care Program

1. **Child Care Facility.** Developer shall provide either (i) one child care facility with at least 7,500 gross square feet of rentable area, with a capacity to serve approximately one hundred (100) children, or (ii) two child care facilities, each with at least 4,000 gross square feet of rentable area, with a capacity to serve approximately fifty (50) children each (each, a “**Child Care Facility**”), for the life of the Project (as defined in Section A.7 below) in accordance with the requirements of this Exhibit Q and the Phasing Plan attached to the Agreement as Exhibit F. Each Child Care Facility shall have sufficient protected outdoor space to meet the requirements of California law. The tenant of each Child Care Facility must be a California-licensed child care provider that is a nonprofit public benefit corporation (“**Provider**”). Developer will deliver each Child Care Facility in “cold shell” condition, as defined in the MOHCD Commercial Space Underwriting Guidelines in effect as of the Effective Date of the Agreement. The Provider will specify the tenant improvements necessary for the space, which Developer will not be responsible for providing under this Agreement, unless required by MOHCD as described in Section A.2.

2. **Location and Timing for Delivery of Child Care Facility.** Each Child Care Facility can be located in any Building on the Project Site, chosen by Developer in its sole discretion; provided, however, (i) the Building must have an adequately sized nearby drop-off and pick-up location, and (ii) if Developer desires to locate a Child Care Facility in any 100% Affordable Building, the Director of MOHCD’s consent also shall be required, which consent may be given or withheld in their reasonable discretion. If Developer proposes to locate a Child Care Facility in a 100% Affordable Building, the MOHCD Director may condition their consent as reasonably necessary to make delivery of the Child Care Facility feasible in the Building, including requiring Developer to contribute the cost of required Cold Shell and Warm Shell improvements, as defined in the MOHCD Commercial Space Underwriting Guidelines. Developer will identify the Building in which each Child Care Facility will be located in the Development Phase Application for the applicable Phase. If Developer chooses to meet the requirements of this Exhibit Q by providing a single Child Care Facility with at least 7,500 gross square feet of rentable area, then Developer will deliver the Child Care Facility in accordance with Section A.1 above prior to the issuance of the first TCO for the Building that includes the 1,200th residential unit in the Project. If Developer chooses to meet the requirements of this Exhibit Q by providing two Child Care Facilities, each with at least 4,000 gross square feet of

rentable area, then Developer will deliver the first Child Care Facility prior to the issuance of the first TCO for the Building that includes the 1,000th residential unit in the Project and the second Child Care Facility prior to the issuance of the first TCO for the Building that includes the 1,800th residential unit in the Project.

3. **Child Care Facility Lease.** Developer must use commercially reasonable efforts to lease each Child Care Facility to a Provider (i) without charge for rent for the first five years of operation, and (ii) thereafter at a cost not to exceed 75% of prevailing market rent charged to comparable, similarly sized and geographically proximate child care facilities in similar buildings. The operating term of the Child Care Facility may be fulfilled by more than one Provider and more than one lease. The lease of the Child Care Facility between the Developer or Affordable Housing Developer and a Provider (the “**Child Care Facility Lease**”) must include the following terms: (i) require the Provider to continually use such space to operate as a child care facility with capacity for approximately 100 children (or approximately 50 children in the event two smaller Child Care Facilities are provided), subject to damage and destruction, business interruption, and reasonable hours of operation consistent with other comparable facilities, (ii) provide commercially reasonable insurance coverage, (iii) provide other terms and conditions common to those of other similarly-sized child care facilities operated by nonprofit child care providers in San Francisco (iv) make openings available to the general public on the same terms and conditions as those for Project residents, employees and users, (v) comply with Law, (vi) subject to availability of operating subsidy, reserve at least 15% of the maximum capacity of the Child Care Facility (as determined and defined by the license for the facility issued by the California Department of Social Services) to be affordable to children of households of low income, and (vii) such other terms as mutually agreed by the Provider and Developer or Affordable Housing Developer. The Child Care Facility Lease also must include a provision requiring the Provider to use and to appropriately document its good faith efforts to seek funding for Early Learning Scholarships and other child care operator resources for low- and moderate-income families through the City’s Department of Early Childhood.

4. **Initial Vacancy Period.** If Developer chooses to meet the requirements of this Exhibit Q by providing a single Child Care Facility with at least 7,500 gross square feet of rentable area, and if the Child Care Facility remains vacant for more than two years after DBI has issued a TCO for the Building in which the facility is located, despite Developer’s commercially reasonable efforts to enter into a Child Care Facility Lease with an initial Provider, and Developer wishes to be released from its obligation to lease the Child Care Facility to a Provider, then Developer will have the right to pay City an amount equal to Nine Million Five Hundred Thousand Dollars (\$9,500,000), subject to annual escalation of 2% calculated from the Effective Date of the Agreement to the date of the payment (as adjusted, the “**Base Fee**”), plus an amount equal to 10% of the Base Fee, for deposit in the Child Care Capital Fund established under Planning Code Section 414.14. If Developer chooses to meet the requirements of this Exhibit Q by providing two Child Care Facilities, each with at least 4,000 gross square feet of rentable area, and wishes to be released from its obligation to lease either of those Child Care Facilities to a Provider according to the terms of this Section A.4, then the applicable payment will be one-half the amount described in the previous sentence for each such Child Care Facility. On paying such amount to City, Developer may use the Child Care Facility for any use permitted under the Project SUD after receiving any required approvals and permits pursuant to the Project SUD.

5. **Later Child Care Facility Vacancy.** If Developer chooses to meet the requirements of this **Exhibit Q** by providing a single Child Care Facility with at least 7,500 gross square feet of rentable area, and if after having leased the facility to at least one Provider, the Child Care Facility remains vacant for more than two years after the termination or earlier expiration of the most recent Provider's lease despite Developer's commercially reasonable efforts to enter into a Child Care Facility Lease with a Provider, and Developer wishes to be released from its obligation to lease the Child Care Facility to a Provider, then Developer will have the right to pay City an amount equal to the Base Fee plus an amount equal to 10% of the Base Fee, equally prorated over a twenty-five (25) year period, with a credit for any period that the Child Care Facility was operated by a Provider in compliance with this Child Care Facility & Senior Center Plan. If Developer chooses to meet the requirements of this **Exhibit Q** by providing two Child Care Facilities, each with at least 4,000 gross square feet of rentable area, and wishes to be released from its obligation to lease one of those Child Care Facilities to a Provider according to the terms of this **Section A.5**, then the applicable payment will be one-half the amount described in the previous sentence, for each such Child Care Facility. On paying such amount to the City, the Developer may use the Child Care Facility for any use permitted under the Project SUD after receiving required approvals and permits pursuant to the Project SUD.

6. **Termination of Agreement Prior to Delivery of Child Care Facility.** If no Child Care Facility has been delivered in accordance with **Section A.2** above prior to the termination of the Agreement, and if Developer's obligation to provide the Child Care Facility is not yet required by the timing specified in **Section A.2**, but Developer has received a First Construction Document for any Building, then Developer shall pay to City at the end of the Term an amount equal to the Office and Hotel child care fee (Planning Code Sec. 414) and the residential child care fee (Planning Code Sec. 414A), payable on each Building within the Project that has received a First Construction Document, with the fee calculated as described in **Section 5.7.2** of the Agreement as of the date of the payment. If Developer chooses to meet the requirements of this **Exhibit Q** by providing two Child Care Facilities, each with at least 4,000 gross square feet of rentable area, and has delivered only one such Child Care Facility prior to the termination of the Agreement, and if Developer's obligation to provide the second Child Care Facility is not yet required by the timing specified in **Section A.2**, then the applicable payment at the end of the Term will be calculated as described in the previous sentence, provided that no payment shall be due for the Buildings that included the first 1,000 residential units that received a TCO within the Project.

7. **Notice of Special Restrictions.** Developer must execute a Notice of Special Restrictions to dedicate the space for child care use in accordance with the terms of this Child Care Facility & Senior Center Plan, in form and substance approved by the City's Planning Department (the "**Child Care NSR**"). The Child Care NSR will be recorded against the applicable parcel upon which each Child Care Facility will be located prior to the date the First Construction Document is issued for the Building that will contain the Child Care Facility. Developer is obligated to provide the Child Care Facility for the "**life of the Project**," meaning so long as the Project or any modification of the Project remains in existence, unless earlier terminated as provided in this Plan. The Child Care NSR will provide Developer with the right to record a termination of the NSR at the end of the life of the Project, or earlier termination as provided in this Child Care Facility & Senior Center Plan and will require the City to cooperate

and execute any documents or instruments reasonably requested by Developer to effectuate such termination.

8. **Child Care Program In Lieu of Child Care Fee.** In consideration of this Child Care Facility & Senior Center Plan community benefit and except as provided in Sections 4 through 6 of this Child Care & Senior Center Plan, the Project will not be subject to the Office and Hotel child care fee (Planning Code Sec. 414) and the residential child care fee (Planning Code Sec. 414A) and those fees are waived. For the avoidance of doubt, this waiver applies to all of the Buildings constructed on the Project Site pursuant to the Agreement.

B. Senior Center Obligations

1. **Senior Center Space.** Developer will provide at least 7,000 square feet of net leasable area on ground floor level and with nearby van access for a senior center (the “**Senior Center**”) for use by a well-qualified senior center operator that is a nonprofit public benefit corporation or public entity (the “**Senior Center Entity**”), in accordance with the requirements of this Child Care Facility & Senior Center Plan and the Phasing Plan attached to the Agreement as Exhibit F. Developer will deliver the Senior Center in “warm shell” condition, as defined in the MOHCD Commercial Space Underwriting Guidelines in effect as of the Effective Date of the Agreement. The Senior Center Entity will specify the tenant improvements necessary for the space, which Developer will not be responsible for providing under this Agreement, unless required by MOHCD as described in Section B.2.

2. **Location and Timing for Delivery of Senior Center.** The Senior Center can be located in any Building on the Project Site, chosen by Developer in its sole discretion; provided, however, if Developer desires to locate the Senior Center in any 100% Affordable Building, the Director of MOHCD’s consent also shall be required, which consent may be given or withheld in their reasonable discretion. If Developer proposes to locate the Senior Center in a 100% Affordable Building, the MOHCD Director may condition their consent as reasonably necessary to make delivery of the Senior Center feasible in the Building, including requiring Developer to contribute the cost of required Cold Shell and Warm Shell improvements, as defined in the MOHCD Commercial Space Underwriting Guidelines. Developer will deliver the Senior Center in accordance with Section B.1 above prior to demolition of the existing building on the Project Site that is currently occupied by the YMCA, except that if Developer intends to locate the replacement Senior Center in a building on Parcel E1 (identified in the Phasing Diagram that is Exhibit F-2 of the Agreement), Developer may demolish the existing YMCA annex building before completion of the new Senior Center but City will have no obligation to provide a TCO for any residential unit in the Building in which the new Senior Center is located until the Senior Center Lease is executed in accordance with this Child Care Facility & Senior Center Plan, or, if Developer is unable to enter into a Senior Center Lease despite commercially reasonable efforts, Developer otherwise complies with the leasing requirements and process set forth in Sections B.4(b) and B.4(c) below.

3. **Senior Center Operator and Use.** The Senior Center will be used for a “**Senior Community Facilities Use**”, which is a use that includes community clubhouses, neighborhood centers, or other community facilities specifically intended for use by seniors and open for public use, with the extent of any public programming subject to City funding as further described in

Section B.4 below, whether publicly or privately owned, in which the chief activity is not carried on as a gainful business and whose chief function is the gathering of senior-aged community members from the surrounding area for the purpose of active recreation and social interaction.

4. **Senior Center Lease.** Developer must use commercially reasonable efforts to lease the space to a Senior Center Entity at all times for the life of the Project. The operating term may be fulfilled by more than one Senior Center Entity and more than one lease over the life of the Project. Developer will lease the Senior Center for nominal rent (i.e., one dollar (\$1.00)) and may not charge the Senior Center Entity for items in addition to the nominal rent except for utilities, common building charges, and security and other items that do not exceed prevailing market terms or are commonly charged to comparable, similarly-sized and geographically proximate senior centers that are operated by nonprofit public benefit corporations. The agreement(s) for lease of the Senior Center (the “**Senior Center Lease**”) will, at a minimum (i) require the Senior Center Entity to continually use such space for Senior Center Community Facilities Uses (subject to damage and destruction, business interruption, and reasonable hours of operation consistent with other comparable facilities), (ii) require the Senior Center Entity to provide commercially reasonable insurance coverage, (iii) prohibit charging Senior Center users more than is customarily charged by not-for-profit senior centers in the area offering similar services, (iv) otherwise provide reasonable terms and conditions common to those of other similarly-sized senior centers operated by nonprofit corporations in San Francisco, and (v) such other terms as mutually agreed by the Senior Center Entity and Developer or Affordable Housing Developer. The Senior Center lease will include a provision requiring the Senior Center Entity to use and document its good faith efforts to seek funding from the City through the City’s Department of Disability and Aging Services to fund programming that is not restricted to members of the Senior Center Entity and is open to the public.

(a) **Design Consultation.** Developer will consult and work closely with the YMCA in the design of the Senior Center space to ensure the Senior Center will work well for Senior Community Facilities Uses. The Senior Center must be designed to include at a minimum (i) at least 4,500 square feet of program space, with the ability to operate multiple simultaneous program offerings; (ii) adequate accessible restroom facilities; (iii) warm shell improvements for a commercial kitchen with outdoor ventilation and exhaust, and adequate space and utility connections for cooking and reheating food, dishwashing, refrigeration, and food storage; and (iv) adequate square footage for office/administrative use and storage that is at least as large as provided in the existing YMCA annex building. Developer will meet and consult with the YMCA starting at the Building’s space programming and conceptual design phases and will continue to meet and consult with the YMCA during design development of the Senior Center space. Developer will provide appropriate drawings and schematics to the YMCA at reasonable intervals throughout the design process, will afford the YMCA the opportunity to review and comment at each stage of design, will consider the YMCA’s comments in good faith, and will attempt to accommodate the YMCA’s requests as reasonably practicable.

(b) **Initial Lease of Senior Center.** Developer will deliver a draft of the Senior Center Lease to the YMCA upon its application for a First Construction Document (as defined in San Francisco Building Code Section 107A.13.1(a)(8)) for the

Building in which the Senior Center will be located and will make good faith efforts to negotiate and enter into a Senior Center Lease with the YMCA for the use of the Senior Center. If Developer and the YMCA are not able to reach agreement on the final form of the Senior Center Lease within eight (8) months after commencement of negotiations and delivery of the draft Senior Center Lease notwithstanding Developer's good faith negotiations, then Developer may elect to either (i) continue negotiations with the YMCA for an additional period of up to 12 months to attempt to reach an agreement, or (ii) use commercially reasonable efforts to enter into a Senior Center Lease with a different Senior Center Entity for a period of at least twelve (12) months in accordance with Section B.4(c) below.

(c) **Vacancies of Senior Center.** At any time there is a vacancy of the Senior Center, or upon expiration or other termination of a Senior Center Lease, Developer will use commercially reasonable and diligent efforts to market the Senior Center to other Senior Center Entities and to enter into a new Senior Center Lease. If, after twelve (12) months of marketing and good faith negotiations, Developer is unable to enter into a Senior Center Lease with a Senior Center Entity, then Developer must provide notice to the City and offer to lease the Senior Center to the City on substantially the same terms as the Senior Center Lease, for either Senior Community Facilities Use or other cultural, recreational, educational, or similar community uses. The City will have six (6) months from Developer's notice of offer to accept or reject a lease of the Senior Center, after which time it will be deemed rejected. If the City rejects Developer's offer to lease the Senior Center, then Developer may use the facility for any cultural, recreational, educational, or similar community uses that is open to the public and permitted under the Project SUD, in which the chief activity is not carried on as a gainful business, after receiving any required approvals and permits pursuant to the Project SUD. If Developer uses the facility for a use specified in the previous sentence, any fees charged for facility use or programming (such as classes or events) must be charged to members of the public on the same terms as to residents of the Project.

5. **Notice of Special Restrictions.** Developer must execute a Notice of Special Restrictions to dedicate the space for Senior Community Facilities Use in accordance with the terms of the Senior Center Obligations in form and substance approved by the Planning Director ("**Senior Center NSR**"). The Senior Center NSR will be recorded against the applicable parcel upon which the Senior Center will be located prior to the date the First Construction Document is issued for the applicable Building. Developer is obligated to provide the Senior Center for the "**life of the Project,**" meaning so long as the Project or any modification of the Project remains in existence. The Senior Center NSR will provide Developer with the right to record a termination of the NSRs at the end of the life of the Project, and will require City to cooperate and execute any documents or instruments reasonably requested by Developer to effectuate such termination.

C. **Vacancy.** Any Child Care Facility or Senior Center that is subject to the obligations set forth in this Child Care Facility and Senior Center Plan shall not be deemed to be abandoned or vacant for any purposes so long as Developer is complying with the requirements hereof.

EXHIBIT R

RPD Improvements Exhibit

This RPD Improvements Exhibit (this “**Exhibit R**”) describes Developer’s obligation to provide certain Associated Community Benefits to the San Francisco Recreation and Park Department (“**RPD**”) and sets forth the scope of the RPD Parcel Improvements to be constructed on the RPD Parcel (Rolph Nicol Jr. Playground - RNP), the standards for construction of the RPD Parcel Improvements, and maintenance obligations applicable to the RPD Parcel Improvements. This Exhibit R also establishes procedures for the review and permitting of the RPD Parcel Improvements. Unless otherwise specified in this Exhibit R, definitions and rules of interpretation shall be as provided in the Development Agreement (the “**Agreement**”) of which this Exhibit R is a part, by and between the City and County of San Francisco, a municipal corporation, and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”).

1. Scope of RPD Parcel Improvements

1.1 RPD Parcel Improvements. Developer will construct the following improvements on the RPD Parcel (identified on Exhibit A-3 to the Agreement), as depicted on attached Exhibit R-1 (collectively, the “**RPD Parcel Improvements**”):

- (a) Developer will construct and maintain the following improvements, as further detailed in the Design Standards and Guidelines (the “**DSG**”) and Infrastructure Plan for the Project (collectively, the “**Developer Maintained Improvements**”):
 - (i) The portion of the Street C sidewalk as generally shown on Exhibit R-1 and further detailed in the DSG and Infrastructure Plan, including any street trees, irrigation, lighting, or electricity required as part of such improvements (collectively, the “**Street C Sidewalk Improvements**”). The Street C Sidewalk Improvements are a portion of Street C, which is part of the Project Street Network. All water and electric power meters associated with or required for the Street C Sidewalk Improvements will be fully separated from any existing or proposed water and power meters associated with Rolph Nicol Jr. Playground.
 - (ii) The portion of the new arrival plaza adjacent to Greenway West as generally shown on Exhibit R-1 and further detailed in the DSG and Infrastructure Plan, including any irrigation, lighting, or electricity required as part of such improvements (collectively, the “**Greenway West Plaza Improvements**”). The Greenway West Plaza Improvements are a portion of Greenway West, which is a Project Open Space. All water and electric power meters associated with or required for the Greenway West Plaza Improvements will be fully separated from any existing or proposed water and power meters associated with Rolph Nicol Jr. Playground.

- (iii) The retaining wall as generally shown on Exhibit R-1 and further detailed in the Infrastructure Plan (the “**Retaining Wall**”). The Retaining Wall is included as part of the Infrastructure.
 - (iv) The grading and drainage improvements, including the proposed private storm system and drainage swale, as generally identified on Exhibit R-1 to collect and convey runoff from the RPD Parcel prior to discharge onto the Project Site and further detailed in the Infrastructure Plan (the “**Drainage Improvements**”). The Drainage Improvements, including the proposed private storm system and any catch basins or pipes, are included as part of the Infrastructure.
- (b) Developer will construct, but RPD will maintain, the following improvements (collectively, the “**RPD Maintained Improvements**”) in accordance with the Phasing Plan:
- (i) Two new accessible 8’ wide concrete paths connecting Greenway West arrival plaza to Eucalyptus Drive and Greenway West to Eucalyptus Drive, as generally shown on Exhibit R-1, including any grading necessary to construct such paths (the “**RNP Accessible Paths**”). The exact alignment of the paths will be determined in consultation with RPD pursuant to the process set forth in this Exhibit R to minimize impacts on healthy Tree (as defined in Section 3.1 below) canopy and existing park programming, and to ensure ADA compliant access through the RPD Parcel to and from the Project; provided, however, if Developer is required to reconstruct any existing paths connecting the play structure area within the RPD Parcel to Eucalyptus Drive for accessibility purposes, RPD may elect to either (1) relinquish the requirement to construct the section of the RNP Accessible Path that extends from the play structure area in a northwest direction to Eucalyptus Drive’s mid-block park entrance, or (2) allow the cost of such reconstruction to be deducted from the RNP Cash Contribution in accordance with Section 10 below.
 - (ii) Tree plantings and other landscaping improvements that may include other plantings, irrigation, and erosion control within the Drainage Improvements area (specifically plantings within the drainage swale), as generally shown on Exhibit R-1 and further described in this Exhibit R (collectively, the “**RNP Landscaping Improvements**”).

1.2 Conceptual Design. The City’s Recreation and Park Commission approved the conceptual design of the RPD Parcel Improvements pursuant to its Resolution No 2405-007. If material changes are made to the conceptual design of the RPD Parcel Improvements prior to construction, other than the later design refinements described in this Exhibit R, a revised conceptual design first shall be brought to the Commission for review and approval. The RPD General Manager shall determine whether a conceptual design change is material or not, in the RPD General Manager’s reasonable discretion; provided however, the following changes shall be considered design refinements and shall not constitute a material change to the conceptual design: (i) any minor modification to the design of the Greenway West Arrival Plaza approved

by the Planning Department pursuant to the process set forth in the DSG and Special Use District (SUD) and subject to RPD review pursuant to Section 7.1 of this Exhibit R, (ii) any Non-Material IP Amendment to the Infrastructure Plan approved by the RPD General Manager, and (iii) any modification if elected by RPD as described in Section 1.1(b)(i)(1), and (iv) any design changes that are required by Public Works or DBI in connection with issuance of construction permits for or in the field during construction of the RPD Parcel Improvements.

All RPD Maintained Improvements must adhere to then current RPD construction standards and guidelines, unless an exception from those standards is granted by RPD. The Developer Maintained Improvements should adhere to then current RPD construction standards and guidelines where feasible. At a minimum, the Developer Maintained Improvements must adhere to RPD standards related to signage, plant selection, and trash cans, unless (i) an exception from those standards is granted by RPD, or (ii) such standards are in conflict with the SUD or DSG, including any minor or major modification granted pursuant to the process set forth in the SUD, in which case the SUD and DSG shall control.

Developer shall not commence construction of the RPD Parcel Improvements until RPD has issued a Permit to Enter and/or a License Agreement, as further described in Section 6.

2. Timing for Construction of RPD Parcel Improvements.

The RPD Parcel Improvements will be constructed by Developer as part of Phase 1A of the Project in accordance with the timing and triggers for development set forth in the Phasing Plan.

3. Requirements for Trees and Other RNP Landscaping Improvements.

3.1 Developer to Minimize Tree Removal. “Tree” means any perennial, woody or fibrous plant species of cultivar, which reaches a height exceeding 10 feet at maturity, and which supports a branched or un-branched leaf canopy. Construction of the RPD Parcel Improvements will require the removal of certain existing Trees on the RPD Parcel. Developer will minimize the removal of healthy Trees to the extent feasible and RPD must approve all Tree removals in accordance with the review and permitting process for the improvements set forth in Sections 7 and 8 below. The feasibility of retention or removal of existing Trees will be dependent on site constraints as reasonably determined by RPD’s Park Services Area (PSA) Manager based on an arborist report submitted by Developer in accordance with Section 8.

3.2 Replacement Ratio. Each Tree that is removed during construction of the RPD Parcel Improvements must be replaced by Developer at a ratio of 2:1 (two new Trees for each Tree removed) with replacement Trees meeting the following standards: 24-inch box size, low maintenance and drought resistant, irrigation required during establishment only unless otherwise designated or specified.

3.3 Species Selection for Trees and Other Plantings. Developer shall follow RPD’s recommended list of species for replacement Trees and other plantings. Examples of acceptable species include:

- Quercus agrifolia
- Quercus tomentella
- Garrya elliptica
- Pinus torreyana
- Pinus contorta
- Hesperocyparis macrocarpa (if irrigated or near turf)
- Heteromeles arbutifolia
- Frangula californica
- Ceanothus 'Vandenburg'
- Ceanothus thyrsiflorus
- Baccharis pilularis

RPD shall have final approval over species selection and location. Replacement Trees may be placed anywhere on the RPD Parcel at RPD's discretion and need not be limited to reforesting the area that will be disturbed by Project-related work.

3.4 Tree Screen. Developer shall ensure that a Tree screen is maintained and/or installed on the RPD Parcel along the boundary line between the Project and the RPD Parcel, near building parcel NW1, to maintain a park-like environment in the RPD Parcel following construction. The Tree screen will include Trees with a minimum height of 60' at maturity, planted at 20'-30' spacing with a staggered layout to blend in with the naturalistic planting character of the existing planting area, as depicted on Exhibit R-1 attached hereto. Examples of acceptable Tree Screen species include:

- Quercus agrifolia - 24" box container
- Quercus tomentella - 24" box container
- Arbutus menziesii - 24" box container
- Garrya elliptica (shrub) - 15 Gal. container
- Pinus torreyana - 36" box container
- Pinus contorta - 24" - 36" box container
- Hesperocyparis macrocarpa (if irrigated or near turf) - 24" - 36" box container
- Heteromeles arbutifolia (shrub) - 15 Gal. container
- Frangula californica (shrub) - 15 Gal. container

4. Maintenance of Developer Maintained Improvements.

Developer shall be responsible for maintenance of the Developer Maintained Improvements, defined above, for as long as the improvements are in place. Developer's maintenance obligations shall include activities such as trash collection and gardening, as well as long term maintenance such as repair and in-kind replacement of elements. The specific details of Developer's maintenance responsibilities for the Developer Maintained Improvements shall be set forth in the Permits to Enter/License Agreement, referenced below in Section 6.

Following construction completion, Developer shall provide RPD with as-built drawings and any other documentation relevant to the Developer Maintained Improvements, including drawings, surveys, specifications, and warranties.

5. Maintenance of RPD Maintained Improvements

5.1 Public Improvements. The RPD Maintained Improvements will be considered Public Improvements pursuant to the Agreement. Following construction and any required building permit inspections, RPD staff will perform a walk through to verify and approve final acceptance of the RPD Maintained Improvements. Upon RPD's determination that the RPD Maintained Improvements conform to the approved final park design, applicable laws, and all stated performance standards, the City will accept the improvements in accordance with the Agreement. Developer shall provide RPD with as-built drawings and any other documentation relevant to the constructed improvements, including drawings, surveys, specifications, and warranties.

5.2 Maintenance; Establishment Period. Following completion and acceptance by the City, RPD will be responsible for maintenance of the RPD Maintained Improvements; provided, however, Developer will maintain any replacement Trees and plantings for an establishment period of 18 months from the date of planting, including entering the RNP Parcel periodically to monitor and care for the new plantings. At the end of the establishment period, Developer and RPD staff will complete a final walk-through with Developer's landscape architect to verify that all replacement Trees and plantings are properly established. If the Parties confirm at the walk-through that at least 95% of the Trees and plantings are established according to appropriate metrics of plant establishment and survival, then RPD shall assume responsibility for maintenance of and liability for all of the Trees and plantings. If less than 95% of the Trees and plantings are established 18 months from the date of planting, Developer must provide replacement landscaping of same or similar type as reasonably determined by RPD and Developer's landscape architect at the time of review. Once replacement landscaping has been provided, RPD will assume liability and maintenance for such landscaping improvements.

6. Permit to Enter and License Agreement.

6.1 Construction Permit to Enter. Before commencing construction of the RPD Parcel Improvements, Developer shall first obtain from RPD a permit to enter (the "**Permit to Enter**") to memorialize the specific terms and conditions for Developer to use a portion of the RPD Parcel for (i) construction staging and ancillary activities related to construction, (ii) construction and completion of the RPD Parcel Improvements, and (iii) to further define Developer's maintenance and liability obligations during construction.

6.2 License Agreement for Developer Maintained Improvements. In conjunction with the Permit to Enter, Developer and RPD will enter into a license agreement (the "**License Agreement**") to provide for the Developer to use the Developer Maintained Improvements after completion of construction for Project Open Space, Project Street Network, and Infrastructure purposes, provided that such use is consistent with public use; and to require Developer's on-going maintenance and liability for such improvements pursuant to and consistent with the

Agreement, including the Regulations Regarding Open Space attached as Exhibit G-2 to the Agreement. The License Agreement shall require activities such as cleaning, trash collection and gardening, as well as long term maintenance and repair of such improvements in a clean and safe condition, consistent with the standards applicable to Project Open Spaces, Publicly Accessible Private Streets, and Infrastructure as set forth in the Agreement. In addition, the License Agreement shall include procedures and RPD review and approval requirements for future material changes of design or use.

Developer and RPD may enter into one or more Permits to Enter, depending upon the phasing of construction, and may choose to combine the Permit to Enter and the License Agreement into one agreement. The Recreation and Park Commission has authorized the RPD General Manager to enter into the License Agreement and Permit to Enter in accordance with its Resolution No 2405-007.

7. Review and Permitting of Developer Maintained Improvements.

7.1 Schematic Design Review. The Recreation and Park Commission has approved the conceptual design for the Street C Sidewalk Improvements, Greenway Plaza West, Retaining Wall, and Drainage Improvements in its Resolution No 2405-007. Further review of these improvements will be conducted in accordance with the design review process and standards set forth in the Project SUD and the DSG. Developer will share any design review applications containing RPD Parcel Improvements with RPD staff at the time of submittal to the Planning Department, and the Planning Department will seek comments from RPD staff on such submittals prior to issuing its staff report pursuant to the Project SUD.

7.2 Construction Document Review and Approvals. Once design review applications for such improvements are approved by the Planning Department, construction documents will be reviewed by the City in accordance with the Review and Permitting Exhibit; provided that Developer must obtain RPD staff (typically including a planner, a project manager, relevant trades within RPD's Structural Maintenance Yard, and PSA staff) review and reasonable approval of all RPD Parcel Improvement construction documents at 50% and 90% design.

7.3 Fencing. If Developer wishes to remove or replace any existing fencing located on the RPD Parcel along the boundary between the RPD Parcel and the Project, such fencing removal or installation will be done at Developer's cost and will be subject to prior RPD staff review and reasonable approval.

8. Review and Permitting of RPD Maintained Improvements.

8.1 Design Review. The Recreation and Park Commission has approved the conceptual design for the RNP Accessible Paths and RNP Landscaping Improvements in its Resolution No 2405-007. Before Developer applies for any construction permit for the RNP Accessible Paths and RNP Landscaping Improvements, RPD must have first approved schematic design documents for the applicable improvements in accordance with Sections 8.2 and 8.3.

8.2 Design Applications for RNP Accessible Paths and RNP Landscaping Improvements. Developer will submit to RPD one or more applications for the design of the

RNP Accessible Paths and RNP Landscaping Improvements (each, a “**Design Application**”) at such time as Developer reasonably determines necessary to meet the requirements for completion of Associated Community Benefits under the Agreement. Each Design Application will include the following information:

(a) A written narrative describing the overall conceptual design for the applicable improvements, including the proposed design elements and proposed Tree removal and replacement;

(b) Drawings to scale and depicting true field conditions, showing;

(i) Pedestrian circulation systems, including paving materials;

(ii) Grading and drainage; and

(iii) Locations and layout for Tree removal and new plantings, including a planting schedule that details species and sizes.

(c) Illustrative sections and perspectives representative of the overall conceptual design, including key relationships between programmatic areas, design elements, and defining park features; and

(d) To ensure adequate Tree coverage and minimize impacts to healthy Trees, Developer will obtain and provide to RPD a certified arborist’s report assessing the health of existing Trees in any section of the RPD Parcel where construction staging or activity are proposed. The report will specify the existing Trees that may be feasibly retained (if any), the existing Trees that must be removed, reasons for such removal, and whether the applicable Tree could feasibly be retained.

8.3 RPD Design Review of RNP Accessible Paths and RNP Landscaping Improvements. RPD staff will review each Design Application for completeness, which means the Design Application includes all documents and materials in such detail as is required hereunder. RPD will promptly review and either approve or disapprove, or conditionally approve, the Design Application, within sixty (60) days after receipt of the Design Application. RPD review of the RNP Accessible Paths and RNP Landscaping Improvements is intended to promote integration and consistency with the RPD Parcel, to ensure the modifications and improvements complement existing facilities and RPD’s recreational goals, and to preserve healthy Trees existing on RPD property to the extent feasible. Each Design Application will be approved if, in the reasonable judgment of the RPD General Manager, the Design Application meets all of the requirements of, and is consistent with this Exhibit R, including Exhibit R-1 and the Development Agreement. RPD staff will not (i) disapprove any Design Application on the basis of any element that conforms to and is consistent with this Exhibit R and the Approvals; or (ii) impose conditions that conflict with this Exhibit R and the Approvals. In the event of a disapproval, RPD 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 Design Applications that address RPD’s reasons for disapproval. RPD will review any resubmittal materials and provide a response within thirty (30) days after resubmittal.

8.4 Construction Document Review and Approvals. Once Design Applications have been approved by RPD, construction documents will be reviewed by the City in accordance with the Review and Permitting Exhibit; provided that Developer must obtain RPD staff (typically including a planner, a project manager, relevant trades within RPD's Structural Maintenance Yard, and PSA staff) review and reasonable approval of all RPD Parcel Improvement construction documents at 50%, and 90% design.

9. Cost of Design, Permitting, and Construction

Developer is responsible for the costs of all surveys, reports, design, engineering, outreach (only if such outreach is later determined necessary, for example in connection with a material modification of the conceptual design or if outreach is determined necessary by RPD and Developer due to an extended period prior to construction), and permits required for construction of the RPD Parcel Improvements. All costs incurred by RPD associated with review and permitting of the RPD Parcel Improvements, including staff time by planners, project managers, and Structural Maintenance Yard reviewers, will be considered City Costs and will be reimbursed by Developer according to the terms of the Agreement.

10. RNP Cash Contribution

As an Associated Community Benefit, Developer will make a cash contribution of one million dollars (\$1,000,000) to RPD in accordance with the timing set forth in the Phasing Plan, to be used by RPD at its discretion for future improvements to the RPD Parcel (the "**RNP Cash Contribution**"); provided that the RNP Cash Contribution may be reduced as follows:

- During construction of the RPD Parcel Improvements, RPD and Developer may mutually elect for Developer to install new irrigation in the RPD Parcel in addition to the irrigation required by this Exhibit R, the design for which shall be in accordance with the then current SFRPD Irrigation Standards and subject to RPD's reasonable approval. In advance of irrigation installation, Developer and RPD will agree on a reasonable cost of irrigation installation taking into account a cost estimate provided by Developer's general contractor. If the irrigation is installed by Developer, such agreed cost will be subtracted from the RNP Cash Contribution.
- If, as described in Section 1.1(b)(i) above, Developer is required to reconstruct any existing paths connecting the play structure area within the RPD Parcel to Eucalyptus Drive for accessibility purposes, and RPD elects to proceed pursuant to Section 1.1(b)(i)(2), then Developer and RPD will agree on a reasonable cost of such reconstruction taking into account a cost estimate provided by Developer's general contractor and such agreed cost will be subtracted from the RNP Cash Contribution.

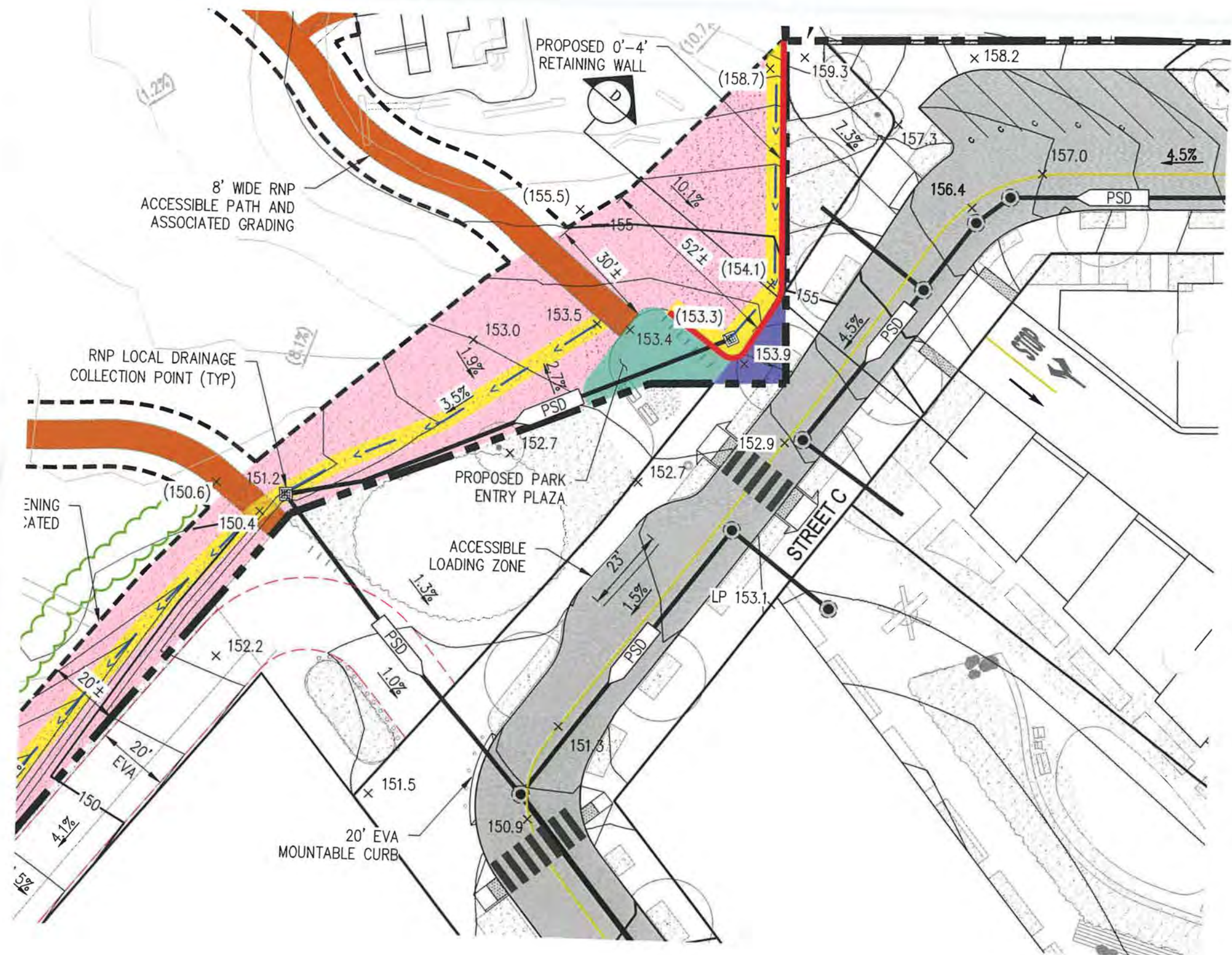


EXHIBIT S
TRANSPORTATION EXHIBIT

This Transportation Exhibit describes the transportation improvements to be constructed as part of the Project, as well as associated maintenance obligations and other transportation-related requirements of the Project. Unless otherwise specified in this Exhibit S, definitions and rules of interpretation shall be as provided in the Development Agreement (the “**Agreement**”) of which this Exhibit S is a part, by and between the City and County of San Francisco, a municipal corporation, and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”).

1. TDM Requirements

1.1 Developer shall comply with the TDM Plan attached hereto as Exhibit S-1.

2. Publicly Accessible Private Streets and City Unaccepted Street

2.1 Generally. After Completion in accordance with the requirements of the Agreement, including the Infrastructure Plan, the Private Streets within the Developer Property will be open for public use in accordance with the requirements of the Agreement, including this Transportation Exhibit and the Infrastructure Plan (collectively, “**Publicly Accessible Private Streets**”). The Publicly Accessible Private Streets, as more particularly shown on Exhibit H-1 to the Agreement, include the following:

2.1.1 20th Avenue

2.1.2 Street A

2.1.3 Street B

2.1.4 Street C

2.1.5 Buckingham Way (N)

2.1.6 Buckingham Way (W)

2.2 City Unaccepted Street. After Completion in accordance with the requirements of the Agreement (including Section 3.6.1 of the Agreement), including the Infrastructure Plan, the portions of Winston Drive as depicted on Exhibit H-1 (the “**City Unaccepted Street**”) will be dedicated to the City but other than discrete elements of Public Utility Infrastructure in the City Unaccepted Street that are accepted by the City, the City Unaccepted Street will not be accepted for maintenance and liability by the City and will be maintained by Developer as required by a major encroachment permit or other agreement between Developer and the City, as set forth in accordance with Section 3.8 of the

Agreement and this Transportation Exhibit (the “**Unaccepted Street Permit**”). The City Unaccepted Street is not a Publicly Accessible Private Street.

2.3 Maintenance and Liability.

2.3.1 Developer Maintained Streets. Except for specific items that will be maintained by the City under Section 2.3.2 (the “**City Maintained Facilities**”), and Utility Infrastructure, which is not a subject of this Exhibit, Developer will maintain (i) all aspects of the improvements on Publicly Accessible Private Streets in accordance with the Private Street Regulations attached hereto as Exhibit S-2 (the “**Street Regulations**”), and (ii) all aspects of the maintenance, condition, and repair of the improvements on the City Unaccepted Street in accordance with the Unaccepted Street Permit (collectively, the “**Developer Maintained Facilities**”). Developer may elect to transfer maintenance obligations for the Developer Maintained Facilities to the Management Association or to the Mall Owner, in Developer’s sole discretion, subject to the terms of the Unaccepted Street Permit and subject to the City’s right to enforce the Street Regulations. Developer, Management Association or Mall Owner (as applicable) shall maintain the Developer Maintained Facilities in accordance with Section 3.8 of the Agreement and the standards set forth in the Street Regulations (for the Publicly Accessible Private Streets) and the Unaccepted Street Permit (for the City Unaccepted Street). Developer’s obligations to maintain the Developer Maintained Facilities pursuant to Section 3.8 of the Agreement and this Transportation Exhibit, and to keep the Publicly Accessible Private Streets open for public use, and City’s Enforcement Authority and applicability of the California Vehicle Code pursuant to Section 2.4 below, will be incorporated into a Notice of Special Restrictions (“**Streets NSR**”) recorded by Developer against Parcels within the Project Site that include the Publicly Accessible Private Streets or front the City Unaccepted Street with each Final Subdivision Map of the Project Site that includes such Parcels. The CC&Rs recorded against portions of the Project Site in accordance with the Agreement shall include the obligation to comply with the Streets NSR. Such Streets NSR shall be in form and substance reasonably acceptable to the City and Developer. The Streets NSR will provide Developer, Management Association and Mall Owner with the right to record a termination of the Streets NSR at the end of the life of the Project, and City will cooperate with Developer, Management Association and Mall Owner in connection with such termination by executing any documents or instruments reasonably requested by Developer, Management Association or Mall Owner to effectuate such termination.

2.3.2 City Maintained Facilities. The City Maintained Facilities shall include:

(i) traffic signals at the intersections of Publicly Accessible Private Streets with either Public Streets or the City Unaccepted Street (collectively, the “**Shared Traffic Signals**”) and traffic signals on the City Unaccepted Street. The locations of the traffic signals to be maintained by the City are indicated on Exhibit S-3.

- (ii) street trees, traffic signage, and striping on the City Unaccepted Street.
- (iii) transit shelters or bus stops on the City Unaccepted Street.
- (iv) SFMTA Bus Shelters on the Publicly Accessible Private Streets.

The City shall maintain the City Maintained Facilities in accordance with the standards applicable to Public Improvements set forth in the Agreement. For the Shared Traffic Signals, Developer will pay the City to defray the cost of maintenance in the amount of \$3,000 per shared intersection for 30 years or \$90,000 per shared intersection, which shall be payable upon City's acceptance of the Shared Traffic Signals at the applicable shared intersection.

2.3.3 Ownership and Control of Publicly Accessible Private Streets and City Unaccepted Street. The Parties acknowledge and agree that the City does not have an ownership interest in the Publicly Accessible Private Streets, and that the City shall not accept the Publicly Accessible Private Streets or the City Unaccepted Street for inspection, maintenance, or liability, except for the City Maintained Facilities or as provided in the Unaccepted Street Permit. Developer has responsibility for the inspection, condition, maintenance, and repair of the Publicly Accessible Private Streets and the City Unaccepted Street, and the City does not have any duty of inspection, maintenance, or repair of them, except as provided in Section 2.3.2 for the City Maintained Facilities or as provided in the Unaccepted Street Permit. Developer agrees that the City (i) does not have any ownership interest in the Publicly Accessible Private Streets, (ii) has no inspection, maintenance, or repair obligations for the Publicly Accessible Private Streets or the City Unaccepted Street, except as provided in the Unaccepted Street Permit and in Section 2.3.2, and (iii) does not have control of the condition of the Publicly Accessible Private Streets or the City Unaccepted Street, except as provided in the Unaccepted Street Permit. In connection with any Claim concerning the Publicly Accessible Private Streets or the City Unaccepted Street, Developer shall provide the City with written acknowledgement of the foregoing.

2.4 City Enforcement Authority. Pursuant to the terms of this Transportation Exhibit, the City will have the authority (the "**City Enforcement Authority**"), at its sole cost and in its sole discretion, to enforce the following types of State and local traffic laws on the Publicly Accessible Private Streets:

2.4.1 Any traffic violation obstructing the efficient movement of SFMTA's public transit service including paratransit ("**SFMTA Service**") or other regional public or private transit service (together with SFMTA Service, "**Transit Service**") or otherwise creating a significant public safety hazard, as provided in California Vehicle Code Section 22500 and other California Vehicle Code Sections related specifically to the enforcement of the topics in this Section 2.4.1;

2.4.2 Tow vehicles blocking Transit Service or otherwise creating a significant public safety hazard, as provided in California Vehicle Code Section 22651 and other California Vehicle Code Sections related specifically to the enforcement of the topics in this Section 2.4.2; and

2.3.3 Implement and enforce transit only lane regulations, and bus stop or bus zone rules prohibiting parking where it impedes Transit Service, as provided in California Vehicle Code Sections 22500, 21655.1, 40240, 40241 and other California Vehicle Code Sections related specifically to the enforcement of the topics in this Section 2.4.3.

2.5 Applicability of the California Vehicle Code. The California Vehicle Code sections described in Section 2.4 above shall apply to the Publicly Accessible Private Streets to the extent set forth in Section 2.4 above.

2.6 Traffic Control Devices. Developer shall install or cause to be installed all required traffic control devices, including traffic signs, signals, markings, and including red transit only lane paint if specified, for all Publicly Accessible Private Streets (collectively, "**Traffic Control Devices**"). All such devices shall conform to uniform standards and specifications adopted by the State Department of Transportation and be subject to review and approval by the City as part of the Street Improvement Permit for the applicable Publicly Accessible Private Street. At the intersections of Publicly Accessible Private Streets with either Public Streets or the City Unaccepted Street, Developer shall install new signals and other traffic control devices. Responsibility for maintenance of the Traffic Control Devices shall be as set forth in Section 2.3 above.

2.7 Bike Facilities. Developer shall install or cause to be installed on the Publicly Accessible Private Streets and City Unaccepted Street bike facilities in accordance with the Infrastructure Plan. At transitions between Public Streets and either Publicly Accessible Private Streets or the City Unaccepted Street, Developer shall construct or cause to be constructed improvements to allow a transition between the City bicycle network and the bike facilities on Publicly Accessible Private Streets or City Unaccepted Street. The City shall accept such bike facilities where located on City property as Public Improvements, with the exception of bike facilities on the City Unaccepted Street, and the City will maintain any such bike facilities once accepted by the City in accordance with the Agreement. Developer shall maintain all bike facilities located on the Publicly Accessible Private Streets and the City Unaccepted Street, as set forth in Section 2.3 above.

2.8 Transit Easement. No later than recordation of the first final subdivision map that includes a Publicly Accessible Private Street that will have Transit Service, Developer shall record an easement in form and substance reasonably acceptable to SFMTA (the "**Transit Easement**"), granting the right to travel through and stop on designated Publicly Accessible Private Streets and at the bus stop locations generally as shown on Exhibit S-4 and further described in the Infrastructure Plan (the "**SFMTA Bus Stops**") for Transit Service for the life of the Project unless amended by agreement of the Parties or until terminated as provided herein. As used in this Transportation Exhibit, "life

of the Project” means so long as the Project or any modification of the Project remains in existence. The Transit Easement will include and be subject to the following provisions.

2.8.1 New Transit Lines or Routes. Developer’s consent shall be required for any new Transit Service lines or routes on the Publicly Accessible Private Streets beyond those lines and routes shown on Figure 5.7 of the Infrastructure Plan, which consent shall not be unreasonably withheld and shall be given or withheld within 90 days of SFMTA’s request.

2.8.2. Access to and Relocation of Bus Stops and Shelters. The Transit Easement shall also provide SFMTA access to and use of the SFMTA Bus Stops, including any SFMTA Bus Shelters (defined below), located on the Project Site for the life of the Project unless amended by agreement of the Parties, or until such time as Transit Service is no longer provided by the City or other regional transit service and is terminated as provided herein. The Transit Easement shall grant Developer and SFMTA the ability to relocate or modify bus stop locations on Publicly Accessible Private Streets, including 20th Avenue, at the requesting party’s sole cost, and subject to the non-requesting party’s prior approval in its reasonable discretion. City agrees that it shall be reasonable for Developer to deny a request to relocate or modify a bus stop location if such relocation or modification would violate a Stonestown Galleria Mall tenant lease; materially impede pedestrian traffic to or from the Project Site, any entrance to a Building on the Project Site or the Stonestown Galleria Mall, or a tenant space within such Building or the Stonestown Galleria Mall; or materially impair the use or functionality of any signage, infrastructure or other Project element.

2.8.3 Use of Transit-Only Lanes. If no Transit Service is provided by the City or other regional transit service provider on those Publicly Accessible Private Streets with dedicated transit-only lanes for a period of ninety (90) days or longer, Developer may provide written notice to the City requesting access for all vehicles on the transit-only lanes. The City’s written consent shall not be unreasonably withheld and shall be given or withheld within thirty (30) days of Developer’s request. If the City does not respond within 30 days, the transit-only lanes shall be open to all vehicles. City agrees that it shall be unreasonable for City to deny a request to allow access for all vehicles on the transit-only lanes if the City or other regional transit service provider will not resume Transit Service within 2 months of Developer’s request. If, after granting access for all vehicles on the transit-only lanes, the City or other regional transit service provider determines to resume Transit Service on the transit-only lanes, the City shall provide 30 days written notice to Developer and the lanes shall revert to transit-only lanes after such 30-day period.

2.8.4 Temporary Closure of Publicly Accessible Private Streets with Transit Service. Developer may temporarily close the Publicly Accessible Private Streets in accordance with the Street Regulations and the following:

- Developer shall not temporarily close a Publicly Accessible Private Street with Transit Service for the purpose of maintenance and repairs or temporary construction staging in a way that materially interferes

with the provision of Transit Service without providing at least 30 days advance notice to SFMTA, to enable SFMTA to develop a transit re-routing plan for Transit Service; provided, however, if 30 days advance notice is not feasible for unanticipated urgent and necessary repairs, Developer shall provide as much notice as reasonably possible.

- Developer shall not temporarily close a Publicly Accessible Private Street with Transit Service for the purpose of gatherings or special events in a way that materially interferes with the provision of Transit Service without providing at least 30 days advance notice to SFMTA and obtaining SFMTA consent, not to be unreasonably withheld, to enable SFMTA to develop a transit re-routing plan for Transit Service.
- SFMTA consent shall not be required for temporary closures of a Publicly Accessible Private Street with Transit Service necessary to address an emergency, but SFMTA's Transit Management Center (TMC) shall be notified of such closure as soon as possible.
- Developer (or other entity sponsoring an event or performing work) may present the proposed closure of a Publicly Accessible Private Street to the Interdepartmental Staff Committee on Traffic and Transportation (ISCOTT) as an informational item.
- No street closure permit from SFMTA shall be required for any temporary closure of a Publicly Accessible Private Street permitted pursuant to the Street Regulations and this Transportation Exhibit.
- Developer shall provide notifications of planned closures of a Publicly Accessible Private Street with Transit Service by other regional public or private transit operators to such operators in the form of a posting on the Publicly Accessible Private Street subject to the planned closure.

2.8.5 Termination of Easement. If no Transit Service is provided for a period of ten (10) years or more, Developer may provide written notice to the City requesting the Transit Easement to terminate. The City shall consider Developer's request and may agree to terminate the Transit Easement after approval by the SFMTA Board of Directors in its sole discretion, and if approved the City will cooperate with Developer by executing any documents reasonably necessary to evidence or effectuate such termination.

2.9 Transit Shelters. Certain of the SFMTA Bus Stops shall include bus shelters installed on Publicly Accessible Private Streets ("**SFMTA Bus Shelters**") in accordance with the Infrastructure Plan and this Transportation Exhibit. For the avoidance of doubt, this Section 2.9 only applies to SFMTA Bus Shelters on Publicly Accessible Private Streets and any transit shelters to be constructed on the Public Streets on the Project Site shall be constructed by SFMTA as City Maintained Facilities, and Developer will not bear any cost or expense in connection with their construction or operation. Prior to the

issuance of the Street Improvement Permit for the first Publicly Accessible Private Street to be constructed on the Project Site that will include SFMTA Bus Shelters, Developer, Mall Owner and/or Management Association shall enter into an agreement with the SFMTA for installation of the SFMTA Bus Shelters and ongoing SFMTA Bus Shelter maintenance to be performed by SFMTA through the SFMTA's existing and any successor vendor ("**SFMTA Agent**") under SFMTA's contract for its transit shelters (the "**SFMTA Bus Shelter Agreement**"). The SFMTA Bus Shelter Agreement will include the following terms:

- SFMTA Bus Shelters shall be installed by SFMTA, SFMTA Agent, or their designee. SFMTA may retain any revenues from its advertising contract (if applicable) for its transit shelters.
- The City shall have the right to install at least four SFMTA Bus Shelters, at locations along 20th Avenue in close proximity to the SFMTA Bus Stop locations identified in Exhibit S-4 and the Infrastructure Plan. The locations will be selected by Developer in its reasonable discretion. City may request to install additional SFMTA Bus Shelters along 20th Avenue at the SFMTA Bus Stop locations identified in Exhibit S-4 and the Infrastructure Plan, subject to the approval of Developer in its sole discretion.
- Developer shall establish power infrastructure at the SFMTA Bus Shelter locations to enable predictions and digital advertisements, at Developer's sole cost.

3. **Replacement SFMTA Restroom; SamTrans Restroom**

3.1 Generally. Developer will construct a permanent replacement restroom including a path of travel for use by SFMTA (the "**Replacement SFMTA Restroom**"), in accordance with the terms set forth in this Transportation Exhibit. At Developer's election, the Replacement SFMTA Restroom may be located in one of the following locations: (i) a freestanding restroom facility within or adjacent to Buckingham Way South (located within the public right of way or private setback area, or a combination of both), or (ii) within the Building to be constructed on Parcel S2. Developer will provide a second restroom facility attached to the Replacement SFMTA Restroom for use by SFMTA or other regional transit service providers including the San Mateo County Transit District's bus system ("**SamTrans**", and the "**SamTrans Restroom**"). Subject to the terms of this Transportation Exhibit, Developer shall enter into a license or other agreement(s) with SFMTA providing for SFMTA's use and/or ownership (as applicable depending on the location) of the Replacement SFMTA Restroom and the SamTrans Restroom and allowing SFMTA to sub-license use of the SamTrans Restroom to SamTrans (the "**Restroom Agreement**") prior to recordation of the Final Subdivision Map for Phase 6. The SamTrans Restroom will be subject to the same timing, requirements, standards, specifications, and maintenance requirements applicable to the Replacement SFMTA Restroom set forth in this Section 3, except all references to SFMTA shall be replaced with "SamTrans". Developer shall be obligated to enter into a Restroom Agreement with only one transit operator for the use of both restrooms if located on Parcel S2 or on Privately

Owned Community Improvements, and the City shall be permitted to sub-license the SamTrans Restroom to SamTrans unless Developer agrees to have a direct agreement with SamTrans for the SamTrans Restroom, in Developer's sole discretion. The Parties will negotiate reasonably and in good faith to enter into a Restroom Agreement for City's use and in accordance with Section 3.4.4(b) below.

3.2 Timing. The timing for construction of the Replacement SFMTA Restroom shall be in accordance with the Phasing Plan. If Developer demolishes the existing MUNI restroom located on Buckingham Way South between 19th Avenue and 20th Avenue (the "**Existing SFMTA Restroom**") before construction of the Replacement Muni Restroom, Developer shall provide one temporary restroom from the time the Existing Muni Restroom is no longer available for use until the time the Replacement Muni Restroom is available for use, in accordance with the standards set forth below (the "**Temporary SFMTA Restroom**").

3.3 Temporary SFMTA Restroom Standards. The Temporary SFMTA Restroom shall be a restroom trailer (not a portable restroom) with one toilet. SFMTA shall operate and maintain the temporary restroom trailer in good order and repair, at its sole cost and expense, and shall ensure that it is adequately secured at all times it is not in use by the SFMTA. City shall return the Temporary SFMTA Restroom in the same condition as the date the Temporary SFMTA Restroom was first provided to SFMTA and will comply with the terms of the rental agreement with the third-party provider of the Temporary Muni Restroom.

3.4 Replacement SFMTA Restroom Standards.

3.4.1 SFMTA transit operators shall have access to the restroom 24 hours a day, seven days a week.

3.4.2 SFMTA shall operate and maintain the restroom in good and clean condition at its sole cost and expense, including, without limitation, routine cleaning and trash service and shall ensure that it is adequately secured at all times it is not in use by the SFMTA.

3.4.3 If located within the public right of way on Buckingham Way South, the following additional standards shall apply:

(a) The restroom shall be located along the south side of Parcel S2 as depicted on the Phasing Diagram, within 175 feet of the northwest corner of 19th Ave and Buckingham Way South.

(b) Upon completion in accordance with the Development Agreement, including this Transportation Exhibit, the SFMTA Replacement Restroom will be accepted by the City as a Public Improvement in accordance with the standards set forth in the Development Agreement.

3.4.4 If located within the Building on Parcel S2 or wholly or partially within any Privately Owned Community Improvement or Private Street, the following additional standards shall apply:

(a) There shall be a direct, lighted walking path to the restroom from the terminal at grade. The path of travel between the terminal and the restroom shall avoid stairs/steep grades and shall not traverse through buildings.

(b) The Restroom Agreement shall be in form and substance reasonably acceptable to the Developer and SFMTA, providing SFMTA with rights to use, maintain and operate the Replacement SFMTA Restroom and the SamTrans Restroom (collectively, the “**Restrooms**”), subject to the following terms:

(i) SFMTA’s maintenance obligations shall include maintaining the Restrooms in good and clean condition and repair, including routine cleaning, restocking, and trash service, maintenance, and repair of fixtures within or at the entry of the Restrooms, including but not limited to all the specifications listed in Section 3.4 below, but shall not extend to utility costs or maintenance and repair of the exterior or structural components of the Restrooms.

(ii) SFMTA shall promptly repair and report any leaks or structural issues within the Restrooms to Developer, and coordinate with the building engineer if any repair or replacement work requires integration with or may impact larger building systems.

(iii) Developer, Management Association, and/or Mall Owner (as applicable) shall have the right to access the Restrooms to perform any necessary emergency repairs or to ensure compliance with the maintenance obligations.

(iv) If SFMTA fails to maintain the Restrooms as required, after reasonable notice and cure, Developer, Management Association and Mall Owner shall have the right to perform such maintenance obligations and SFMTA shall reimburse Developer, Management Association or Mall Owner (as the case may be) for all actual, reasonable, and necessary costs incurred to perform such maintenance obligations.

3.5 Replacement Muni Restroom Specifications. The Replacement SFMTA Restroom shall meet the following specifications:

- Single use all-gender restroom.
- Toilet and urinal.
- Jumbo size single-roll toilet tissue dispenser.
- Electric hand dryer.
- Wall mirror on top of wash sink.

- Hand soap dispenser.
- Floor drain.
- Water hose bibb for floor cleaning.
- Exhaust vent fan.
- Shelf.
- Coat Hanger.
- Built-in or standalone garbage bin. If standalone garbage bin, SFMTA to provide standalone garbage bin.
- Internal motion sensor LED lighting.
- ADA compliant.
- Key entry or electronic card reader entry.

4. Transportation Obligations from MMRP

4.1 Developer shall comply with the following mitigation measures in the MMRP related to transportation: Mitigation Measure M-TR-1, Mitigation Measure M-TR- 4a, Mitigation Measure M-C-TR-3, Mitigation Measure M-TR-4b, and Mitigation Measure M-TR-6.

Exhibit S-1

TDM Plan

[Attached]

Stonestown Transportation Demand Management Plan

1. Introduction

The Stonestown Transportation Demand Management (TDM) Plan provides a programmatic roadmap for key transportation elements of the proposed project. While other project documents provide direction on physical changes to the transportation network and amenities, this document maps out the project's approach to transportation demand management, including design features, parking supply, bicycle parking supply, and programs and services for tenants, employees, and visitors.

The requirements outlined in the TDM Plan apply to the proposed project (i.e. new buildings and new tenants), and do not apply to the existing Stonestown Galleria, except for provisions related to replacement parking for the mall. Because residents, visitors, and employees would experience the site holistically, the TDM Plan also includes consideration of the site holistically, particularly as it relates to parking.

Relationship to Other Documents

The TDM Plan supports the Stonestown vision in a suite of other project documents:

- **Stonestown Development Project Draft EIR (DEIR):** The TDM Plan lays out options for the project to implement the transportation-related mitigation measures identified in the DEIR.
- **Stonestown Design Standards and Guidelines (DSG):** The TDM Plan builds on the design vision laid out in the DSG. Physical standards and guidelines for streets, loading, parking, and other transportation amenities are all contained in the DSG and only referenced in the TDM Plan.
- **Stonestown Infrastructure Plan (IP):** The TDM Plan builds on the street network vision laid out in the Infrastructure Plan.
- **Stonestown Driveway Loading and Operations Plan (DLOP):** The DLOP does not yet exist but is required by the Project's MMRP and in accordance with the mitigation measure will be developed before the first phase of development and updated before each subsequent phase of development or each subsequent building. The parking recommendations in the TDM Plan are programmatic and will be made specific in the DLOP (i.e., exact number and location of parking and loading spaces for the upcoming phase).

Project Location Overview

The Project covered by the Stonestown DSG is approximately 30-acres.

Located within San Francisco's western neighborhoods, the Project is bounded by Eucalyptus Drive and Buckingham Way North to the north, 19th Avenue to the east, Buckingham Way South to the south, and



Buckingham Way West and Winston Drive to the west. New development parcels line Stonestown Galleria and site edges along Rolph Nicol Jr. Playground and 19th Avenue. Parcel W2, E5, W3/4, S3 and S1 include mid-block passages and easements. Surrounding new development parcels and Stonestown Galleria are new open spaces and streetscapes. See the DSG and IP for figures illustrating the buildings and streets plans.

The Project includes improvements within the designated site area as well as streetscape improvements along 19th Avenue / Caltrans and Buckingham Way South sidewalks, that border the site.

2. Transportation Demand Management (TDM)

This chapter contains the project's Transportation Demand Management (TDM) Plan. An overview of the TDM Plan, its trip reduction goals, and the monitoring and reporting plan are presented. Then, the individual strategies that make up the plan are described in detail.

Overview

The TDM Plan is consistent with Mitigation Measure M-TR-4, which aims to reduce transit delay to the extent feasible through reduction of peak period vehicle trips. Given the project location, transportation context, and land use mix, a ten percent reduction in peak period trips was determined to be a reasonable goal. The goal to reduce peak period vehicle trips by ten percent will be achieved through a combination of the project's multimodal design elements and operational strategies contained within the TDM plan.

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 a comprehensive pedestrian network of sidewalks, crosswalks, mid-block pathways, and walkable streets; greenspaces; and Class IV protected cycle paths along existing roads.

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), 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 off-site trips that tend to be made by automobile (by providing key amenities like a grocery store within the project site).

The strategies presented in this chapter represent a set of strategies thought to be most effective at the time this document was prepared. The project sponsor will evaluate the project against the performance standard at several checkpoints during buildout as required pursuant to MM TR-4. At each of these checkpoints, the project sponsor would convene with SFMTA and the Planning Department to evaluate the effectiveness of the TDM strategies implemented to date and yet to be implemented near the site.



If the project is found to be falling short of the ten percent reduction goal at a particular checkpoint, the project sponsor will work with SFMTA and the Planning Department to consider adjustments to TDM strategies or new measures to achieve the performance standard in accordance with the requirements of MM TR-4.

Monitoring and Reporting Plan

To ensure that the site meets the ten percent vehicle trip reduction (for afternoon peak hour trips) determined by the EIR, the Stonestown team will hire a TDM coordinator to undertake monitoring and reporting of the TDM plan. The coordinator may also be a part of the site's Transportation Management Association (TMA), if one is formed, to oversee the TDM plan implementation. Individual measures will be evaluated based on descriptions provided in San Francisco Planning's TDM Standards and Measures. There are three main monitoring and reporting components:

1. Pre-occupancy site visit to confirm the implementation and siting of physical TDM measures, such as bicycle parking and end-of-trip facilities and childcare facilities.
2. Ongoing monitoring and reporting statements in accordance with MMTR-4.
3. Periodic updating of the TDM plan if the monitoring finds that existing TDM measures are not successful in meeting the required reduction in trip generation.

Monitoring will begin when Phase 1 operations overlaps with any construction, or at such phase as indicated by the recalculation under Mitigation Measure M-AQ-1j that this performance standard is needed for air quality reductions (see section **Error! Reference source not found.** for potential phasing diagram). The consultant will monitor afternoon peak period vehicle trips for vehicles entering and exiting the project site for the data collection periods specified in the EIR. The final counts will be adjusted to reflect the contribution of the project itself by subtracting baseline estimated volumes for the existing mall (no project) as documented in Appendix D.1 of the EIR.

The first monitoring report will be submitted within 30 days of the completed monitoring period. Monitoring reports will then be submitted annually until the earlier of (i) three consecutive reporting periods show that the fully built project has met the ten percent performance standard, and (ii) expiration of the project development agreement. However, the project sponsor shall thereafter continue to be subject to compliance reporting in a manner consistent with the planning commission's TDM program standards. The TDM coordinator will adjust the TDM plan based on the monitoring results if two consecutive reporting periods demonstrate that measures in the TDM plan are not achieving the reduction goal. Adjustments may include further 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:

Mitigation Measures M-TR-4a Reduce Project Vehicle Trips. *The project sponsor shall be responsible for implementing transportation demand management (TDM) measures in a City-approved TDM Plan to limit the number of project-generated vehicle trips to a maximum of 90 percent of the EIR-estimated values of the sum of the phases of project development in the weekday p.m. peak hour (performance standard).*



Monitoring and Reporting Plan. The project sponsor shall retain a qualified transportation consultant approved by the San Francisco Municipal Transportation Agency (SFMTA) or the planning department to begin monitoring vehicle trips in accordance with the approved monitoring and reporting plan. The monitoring shall include counts of the number of vehicles entering and exiting the project site on internal streets at the site boundaries on 19th Street/Winston Drive, 19th Avenue/Street A, 20th Avenue/Eucalyptus Drive, Winston Drive/Buckingham Way, and 20th Avenue/Winston Drive. The counts shall be consistent with the data collection period (e.g., days of week, time of day, months of the year) documented in Appendix D.1 of the EIR. The counts will subtract the baseline (no-project) vehicle trip estimate documented in Appendix D.1 of the EIR to establish the project vehicle trip operational (i.e., not construction-related) contribution to the counts.

The project sponsor shall begin monitoring when Phase 1 operations overlaps with any construction, or at such phase as indicated by the recalculation under Mitigation Measure M-AQ-1j that this performance standard is needed for air quality reductions. The project sponsor shall submit a monitoring and reporting plan to the planning department and SFMTA for review within 30 days of the monitoring, or with TDM Plan monitoring and reporting in a manner consistent with the planning commission's TDM program standards. Thereafter, annual monitoring and reporting plans shall be submitted (referred to as "reporting periods") until three consecutive reporting periods show that the fully built project (i.e., after six phases of the project have been fully constructed) meets the performance standard, or until expiration of the project's development agreement, whichever is earlier.

Adjustments. If the planning department finds that two consecutive reporting periods demonstrate that the project fails to meet the stated performance standard, the project sponsor shall select and implement additional TDM measures to reduce the number of project-generated vehicle trips to meet the performance standard. These measures could include expansion of measures already included in the project's TDM Plan, other measures identified in the planning commission's TDM program standards Appendix A (as such appendix may be amended by the planning department from time to time) that have not yet been included in the project's approved TDM Plan, or, at the project sponsor's discretion, other measures not included in the planning commission's TDM program standards Appendix A that the planning department and project sponsor agree are likely to reduce peak period driving trips.

If additional TDM measures are required because the project fails to meet the stated performance standard for any development phase for two consecutive report periods, the project sponsor shall have 30 months to implement such measures and demonstrate through monitoring a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the project sponsor shall submit to the planning department and SFMTA a memorandum documenting proposed methods of enhancing the effectiveness of the TDM measures and/or additional feasible TDM measures that would be implemented by the project sponsor, along with annual monitoring of the project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard until the term of the TDM Plan ends as set forth below.

Project sponsor shall have the right to request and pay for a transportation study by a qualified transportation consultant approved by SFMTA or the planning department to confirm the requested measures are effective to achieve the performance standard.

The monitoring and reporting plan may be modified by the planning department in consultation with SFMTA to account for transit route or transportation network changes, or major changes to the development program. The modification of the monitoring and reporting plan, however, shall not change the performance standard set forth in this mitigation measure.

Term. The monitoring and reporting plan shall be terminated upon the earlier of (i) expiration of the project's development agreement, or (ii) three consecutive reporting periods showing that the fully built project has met the performance standard.

However, the project sponsor shall continue to be subject to compliance reporting in a manner consistent the planning commission's TDM program standards.



Menu of Strategies

The following measures provide a menu of strategies that can be implemented by the project to achieve the ten percent reduction goal. Prior to implementation for each phase of development or each building, the project sponsor may elect, at project sponsor's discretion, to add, remove, or adjust measures to best fit the needs of the land use mix and transportation trends at the time.

TDM Resources

The list of strategies was developed using guidance from both the *CAPCOA Quantifying Greenhouse Gas Mitigation Measures* document, otherwise known as the [CAPCOA Handbook](#), and San Francisco Planning's [TDM Standards and Measures](#). Some strategies are evaluated by both sources and some strategies are only covered by one resource. The CAPCOA Handbook measures effectiveness based on the anticipated percent reduction in daily vehicle trips while San Francisco Planning measures relative effectiveness using a point system (more points = greater effectiveness at reducing vehicle trips). The San Francisco [TDM Technical Justification](#) document elaborates on San Francisco specific trip reduction beyond what is covered by CAPCOA. Only CAPCOA measures are associated with a quantifiable reduction percentage. Non-quantified measures are also expected to reduce vehicle trips; but at the time of publication, there was insufficient peer-reviewed research to quantify the effectiveness of these measures. This list is not exhaustive, but rather includes the strategies that are most likely to be considered for implementation on the project. Additional measures may be considered and added in the future as background conditions and travel patterns change.

Table 1. Potential Stonestown TDM Measures

Measure Number	Measure	Description	San Francisco TDM Category	San Francisco TDM Points and Relevant Land Uses	CAPCOA Subsector	CAPCOA Reference	CAPCOA Effectiveness (Reduction in Daily Vehicle Trips)
2.01	Provide Pedestrian Network Improvement	Provide streetscape improvements such as wide and continuous sidewalks within 50 feet of the site to encourage active transportation.	ACTIVE-1	1 – residential, retail, office	Neighborhood Design	T-18	0.56%



Measure Number	Measure	Description	San Francisco TDM Category	San Francisco TDM Points and Relevant Land Uses	CAPCOA Subsector	CAPCOA Reference	CAPCOA Effectiveness (Reduction in Daily Vehicle Trips)
2.02	Provide Bike Parking	Provide secure and public bike parking, exceeding the spaces required by the planning code for all land uses.	ACTIVE-2	2 – retail, residential, office	Neighborhood Design	T-34	--
2.03	Provide End-of-Trip Bicycle Facilities	Install and maintain bike parking, bike lockers, showers, and personal lockers to make cycling more convenient and attractive	ACTIVE-3	1 – retail, office	Trip Reduction Programs	T-10	0.55%
2.04	Offer Bike Share Memberships	Offer bike share memberships to employees and/or residents	ACTIVE-4	2 – residential, retail, office	Neighborhood Design	T-22-A	1.10%
2.05	Bicycle Repair Station	Provide bike repair stations in designated, secure locations.	ACTIVE-5a	1 - residential, retail, office	N/A	N/A	Not Formulated
2.06	Car-Share Parking	Provide car share spaces as required by the planning code.	CSHARE-1	1 – residential, retail, office	N/A	N/A	Not Formulated



Measure Number	Measure	Description	San Francisco TDM Category	San Francisco TDM Points and Relevant Land Uses	CAPCOA Subsector	CAPCOA Reference	CAPCOA Effectiveness (Reduction in Daily Vehicle Trips)
2.07	Delivery Supportive Amenities	Provide a secure location for package deliveries, such as a delivery room or package locker.	DELIVERY-1	1 - residential	N/A	N/A	Not Formulated
2.08	Family TDM Amenities	Provide a secure location for storage of car seats, strollers, bicycles, and other personal items. Provide 1 electric cargo bicycles per 20 dwelling units, for rent by residents; and one collapsible shopping cart for every 10 units.	FAMILY-1	2 – residential	N/A	N/A	Not Formulated
2.09	On-Site Childcare	Provide an on-site childcare facility.	FAMILY-2	2 – residential, retail, office	N/A	N/A	Not Formulated
2.10	Implement Subsidized or Discounted Transit Program	Provide subsidized, discounted, or free transit passes for employees and/or residents to make transit a more competitive mode (0.92% reduction corresponds with a 75% fare subsidy)	HOV-1	6 - residential, retail, office	Trip Reduction Programs	T-9	0.92%



Measure Number	Measure	Description	San Francisco TDM Category	San Francisco TDM Points and Relevant Land Uses	CAPCOA Subsector	CAPCOA Reference	CAPCOA Effectiveness (Reduction in Daily Vehicle Trips)
2.11	Multimodal Wayfinding Signage	Provide multimodal wayfinding signage in prominent locations.	INFO-1	1 – residential, retail, office	N/A	N/A	Not Formulated
2.12	Real Time Transportation Displays	Provide real time transportation information on displays.	INFO-2	1 – residential, retail, office	N/A	N/A	Not Formulated
2.13	Tailored Transportation Marketing Services	Provide promotions, welcome packets, and personal consultation for new resident/employees. Request a commitment to try new transportation options, provide a one-time financial incentive to try new options, and conduct outreach to employers to encourage adoption of sustainable commute policies.	INFO-3	3 – residential, retail, office	Trip Reduction Programs	T-7	0.80%
2.14	Integrate Affordable and Below Market Rate Housing	Include below market rate (BMR) housing for Very Low Income and Low Income categories. (% reduction pending affordable housing details in negotiation with Development Agreement)	LU-2	2 - residential	Land-Use	T-4	TBD



Measure Number	Measure	Description	San Francisco TDM Category	San Francisco TDM Points and Relevant Land Uses	CAPCOA Subsector	CAPCOA Reference	CAPCOA Effectiveness (Reduction in Daily Vehicle Trips)
2.15	Unbundle Residential Parking from Property Costs	Separate a residential project's parking costs from property costs, requiring those who wish to purchase parking spaces to do so at an additional cost.	PKG-1	4 – residential	Parking or Road Pricing/ Management	T-16	2.35%
2.16	Limit Residential Parking Supply	Reduce the total parking supply available at a residential project site to reduce the convenience of driving and encourage shifts to other modes.	PKG-4	5 – residential	Parking or Road Pricing/ Management	T-15	0.82%
2.17	Implement Pedal (Non-Electric) Bikeshare Program	Provide a bike share docking station (BayWheels or other) on-site.	N/A	N/A	Neighborhood Design	T-22-A	0.02%
2.18	Implement Scootershare Program	Establish scooter share access to Stonestown to provide alternative mode options.	N/A	N/A	Neighborhood Design	T-22-C	0.05%

Note: CAPCOA formulates trip reductions based on daily vehicle trips. The EIR specifies a 10% reduction in *weekday p.m. peak hour* vehicle trips. The correlation between the reduction in daily trips and peak hour trips may be calculated using the peak hour factor for the various land uses. The reduction in daily vehicle trips is provided for informational purposes only and should not be used as bases for determining compliance with Mitigation Measure M-TR-4a.



Plan Effectiveness

The above menu of TDM options can be applied as needed to meet the ten percent vehicle trip reduction goal. The CAPCOA-formulated reductions demonstrate the maximum estimated reduction for each strategy for daily vehicle trips. The formulated measures in **Table 1** combine to achieve an estimated maximum reduction of approximately 7 percent¹ if all measures are implemented, although this is not directly correlated with the PM peak hour vehicle reduction required by the EIR. The project can reach the ten percent reduction goal by supplementing the CAPCOA measures with the non-formulated measures included in the San Francisco Planning Department's TDM Program. Planning includes these measures in their TDM program even though they don't have quantifiable effectiveness because they have proven to be useful trip reduction strategies in San Francisco's urban context. These measures are anticipated to be particularly effective in the dense, multi-use Stonestown context of the future. The menu includes TDM measures that provide high quality transit access and facilities within the site to not only reduce driving trips, but also to increase transit trips. Creating inviting spaces with measures like wayfinding, transportation information, improved pedestrian facilities with street lighting and security can enhance transit facilities to attract riders. Although they are not included in the menu above, the project sponsor may evaluate and implement additional measures such as employer rideshare/vanpool or commercial parking pricing if conditions shifted in the future to make these or other measures more appropriate for the project.

Ongoing monitoring and reporting allows Stonestown to take an iterative approach to TDM measure implementation. Adjustments will be made to the TDM plan that incorporate more measures or expand upon existing measures so that the site reaches the ten percent PM peak hour vehicle trip reduction.

While the TDM measures are designed and formulated to reduce new vehicle trips for the land uses proposed in the project, several measures will also reduce background trips for the existing mall and the neighborhood. Making the area more pedestrian, bicycle, and transit-friendly, and introducing new walkable land uses will benefit users outside of those within the target of the new development. While monitoring will document the vehicle trip generation of the built project, there will be corresponding reductions in trips to the existing mall which will contribute to the ten percent reduction.

Detailed Review of Each Strategy

For each measure, the following items are described:

¹ Per CAPCOA Handbook 2021 guidelines, the total effectiveness of all VMT reduction measures combined is not additive, but should be combined through multiplication due to diminishing returns when measures are implemented together to reduce a particular source of emissions. To reach the estimated maximum reduction of 7 percent, individual measure reductions are multiplied: Total Reduction = $1 - [(1 - A) \times (1 - B) \times (1 - C) \times \dots]$



- Particulars about applying this strategy at Stonestown
- Target audience
- Phasing, if applicable
- Siting, if applicable

2.1. Provide Pedestrian Network Improvement

Description: The property owner would complete streetscape improvements so that the public right-of-way is safe, accessible, convenient, and attractive to people walking. The Stonestown Design Standards and Guidelines (DSG) document specifies that street plan will conform to the San Francisco Better Streets Plan. Specific applications in the Stonestown context include a pedestrian network that rebalances the existing vehicular access for pedestrians using sidewalk extensions, raised crossings, internal paths, and bulb outs.

Target Audience: Residents, retail employees, office employees, visitors

Phasing: Prior to project construction, verify that the streetscape design includes safe and accessible rights-of-way.

2.2. Provide Bike Parking

Description: Bicycle parking would include 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 should be for larger bikes, such as cargo bikes. The project would provide enough bicycle parking to meet San Francisco Planning Code Requirements² at a minimum. 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.

Target Audience: Residents, retail employees, office employees, visitors

Phasing: Prior to submittal of project construction permit applications, verify that the appropriate buildings have been designed with required bicycle parking. Long-term bicycle parking would be installed

² Section 155.2 of the San Francisco Building Code



in each building and would be available for use upon receipt of Certificate of Occupancy for each building.

Siting: See the Stonestown Design Standards and Guidelines (DSG) for bicycle parking design standards.

2.3. Provide End-of-Trip Bicycle Facilities

Description: The project would include bike parking, bike lockers, showers, and personal lockers to encourage commuting by bicycle. See Measure 2.2 for details regarding the quantity, phasing, and siting of all bicycle parking spaces for the project. To comply with guidance from the San Francisco TDM program, one shower and six personal lockers would be provided for every 30 indoor bicycle parking spots (Class I). End-of-Trip facilities would only include bicycle parking for retail and office employees, not residential bicycle parking.

Target Audience: Retail employees, office employees

Phasing: Prior to submittal of project construction permit applications, verify that the appropriate amenities have been included in the office and retail building designs. Showers and bike lockers would be installed in each building, as required, and would be available for use upon receipt of Certificate of Occupancy for each building.

Siting: Where Class I bicycle parking facilities are located for use by retail and office employees, these additional end-of-trip facilities will be included.

2.4. Offer Bike Share Memberships

Description: The Project could proactively offer complimentary bike share memberships to residents and employees at least once annually. Measure 2.17 proposes implementing a Bay Wheels bike share station on the project site, which would bring the site within 1,000 feet of a bike share station.

Target Audience: Residents, retail employees, office employees.



2.5. Bicycle Repair Station

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).



Target Audience: Residents, retail employees, office employees, visitors

Siting: Bicycle repair stations could be provided within Class I bicycle storage rooms on-site. Public bicycle repair stations could be located along the most heavily used bicycle routes.

2.6. Car-Share Parking

Description: The site would include carshare parking spaces as required by the San Francisco Planning Code³. 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 a bikeshare station, private vehicle parking, or other uses.

Target Audience: Residents, retail employees, office employees

2.7. 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 temporary storage areas for packages and other deliveries and temporary refrigeration for grocery deliveries.

Target Audience: Residents and employees

³ Table 166 of the San Francisco Planning Code: 2 spaces for the first 200 dwelling units plus 1 space for every 200 dwelling units over 200.



Phasing: Prior to project construction, verify that the appropriate buildings have been designed with delivery supportive amenities.

Siting: Specific building plans are still being developed for the Stonestown; therefore, it is not yet feasible to identify which specific buildings could be appropriate for delivery supportive amenities.

2.8. Family TDM Package

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 could include on-site secure storage for personal car seats, strollers, and athletic gear. Additionally, they could include the provision of collapsible shopping or utility carts and cargo bicycles.

Target Audience: Residents

Phasing: Family TDM amenities would be purchased and implemented prior to occupation.

Siting: For buildings with at least 40 dwelling units, one secure storage location and one secure cargo bicycle parking space could be provided per every 20 dwelling units. In addition, for these buildings, collapsible shopping or utility carts could be provided at a rate of one per every 10 dwelling units and one cargo bicycle Class I parking stall will be provided for every 20 dwelling units.

2.9. On-Site Childcare

Description: On-site childcare facilities reduce commuting distances between households, places of employment, and childcare. One on-site childcare facility is considered within the project, the specifics of which will be finalized as part of the Development Agreement.

Target Audience: All site users, as well as families in neighboring areas. Childcare spaces would be first offered to employees (part-time and full-time) and residents at the project site, and then for people residing within approximately one mile of the project site, before being offered to the general public.

2.10. Implement Subsidized or Discounted Transit Program

Description: The property owners could subsidize transit passes for employees and residents of Stonestown. Decreasing the cost of transit for users improves its competitiveness against using a private vehicle.

Target Audience: Residents, retail employees, office employees



2.11. Multimodal 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, etc. Abiding with standards in the DSG, 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.

Target Audience: Residents, retail employees, office employees, visitors

Phasing: Wayfinding signage would be installed prior to occupation

2.12. Real Time Transportation Displays

Description: Real-time transportation information displays, including large television screens or computer monitors, Communicate sustainable transportation options and support informed trip-making. Displays would be installed in strategic locations to be determined, such as lobbies in buildings with a high number of employees or residents.

Target Audience: Residents, retail employees, office employees, visitors

2.13. Tailored Transportation Marketing Services

Description: Stonestown could promote their commute trip reduction program through marketing to discourage single occupancy vehicle trips and encourage alternative modes of transportation. This would include providing promotions and welcome packets to new residents, a personal consultation for new residents, and requesting a commitment to trying new transportation options (e.g. to try transit, carpooling, or bicycling within the first month of moving to the site). Promotion could feature all TDM features, nearby transit availability, and access to alternative modes. Additional elements of this measure, as recommended by CAPCOA, are onsite and online commuter information services, employee transportation coordinators, onsite or online transit pass sales, and guaranteed ride home services. Onsite information services could include welcome packets with information about the available options, promotions, and campaigns. The measure could also include private consultations to explain the options and their benefits, request for commitment, one-time incentives, and other options which would encourage shifts to alternative modes. The project may provide residents with customized information, incentives, and support to encourage the use of alternative modes of transportation. This would include a consultation with advisors to discuss personal travel needs and alternatives.

Target Audience: Residents, retail employees, office employees



2.14. Integrate Affordable and Below Market Rate Housing

Description: The project would include below market rate housing. Research indicates that Affordable Housing units generate fewer vehicle trips than market rate housing. Additionally, this measure provides greater opportunities for lower income families to live closer to job centers and achieve a jobs/housing match near transit. A greater share of affordable housing at Stonestown correlates with a greater trip reduction potential⁴. These designations would be permanent for the life of the project. The CAPCOA vehicle trip reduction estimate will depend upon negotiation of the affordable housing details in the Development Agreement.

Target Audience: Residents

2.15. Unbundle Residential Parking

Description: The cost of parking would be unbundled, or separate from the cost of rent, lease, or ownership of residential units. 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 parking spaces would be leased at market rate.

Target Audience: Residents

Phasing: Unbundled parking policies would be implemented as residents 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 availability of public transit options, performance of the TDM program, and other transportation trends.

2.16. Limit Residential Parking Supply

Description: The project may provide fewer residential parking spaces than dwelling units to encourage residents to travel by alternative modes and limit the availability of private vehicle storage. The CAPCOA vehicle trip reduction estimates presented in this document assume that the residential parking supply would be reduced to approximately 80% of the demand.

Target Audience: Residents

⁴ [CAPCOA Handbook 2021](#), Measure T-4: Integrate Affordable and Below Market Rate Housing.



2.17. Implement Bikeshare Program

Description: Bike share is a service in which bicycles 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 used. Bay Wheels, operated by Lyft, is the Bay Area's current bike share system, which offers both dock-based bikes and dockless e-bikes. 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 traditional bike for 45 minutes at a time at no additional cost.

Target Audience: Residents, retail employees, office employees, visitors

Phasing: At this time, there are no stations installed at the Stonestown Galleria. In the event that Lyft 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.

Siting: Although bikeshare bicycles may be parked anywhere abiding by bicycle parking recommendations, they may be concentrated at the proposed micro-mobility hub.

2.18. Implement Scootershare Program

Description: Scootershare is a service which makes dockless scooters available to individuals for a short-term basis for a price that varies based on how long the scooter is in use. Pricing for scooters varies based on the operating company of the scooter. Stonestown is already included in the service area for multiple shared scooter companies.

Target Audience: Residents, retail employees, office employees, visitors

Siting: Although scooters may be parked anywhere abiding by scooter parking recommendations, they may be concentrated at the proposed micro-mobility hub.



3. Vehicle Parking Plan

This chapter describes the supply, location, and purpose of off-street parking at Stonestown. While the EIR project description and the Design Standards and Guidelines (DSG) provide some information relating to these spaces, this plan provides additional detail about siting, quantity, and typology. This chapter describes off-street parking separately for the existing mall, the proposed project, and the site as a whole.

The guidelines presented in this chapter are intended to supplement the loading mitigation measures included in the EIR, such as M-TR-6 "Develop a Loading and Operations Plan (DLOP)".

Vehicle Parking

Land Use and Transportation Context

Stonestown Galleria is uniquely located adjacent to San Francisco State University, Lake Merced Park, and single-family housing in the Sunset District on the west side of the City. The existing site contains approximately 3,400 parking spaces which surround the mall. The proposed plan's approach to parking will complement the reutilization of surface level parking with mixed-use development by introducing wrapped parking levels aboveground, underground parking, and one stand-alone parking garage.

The site is accessible via transit, bicycle, and walking, which contributes to needing less parking than in a more suburban setting. Transit stops are located on 19th Avenue and Winston Drive including the following bus and light-rail lines: 18 (46th Avenue), 28 (19th Avenue), 29 (Sunset), 57 (Parkmerced), 58 (Lake Merced), M Line (Ocean View).

The proposed project includes protected bike facilities on the roads within the project site, which will connect to existing bike facilities on Ocean Avenue, Winston Drive, and 21st Avenue. Additionally, the surrounding area has good pedestrian connectivity, allowing access to the site via walking. On-site residences also allow people to access the retail, commercial, and other services without the use of a private vehicle.

Parking Supply

This plan allows for a maximum parking count of 4,861 parking spaces at full buildout, subject to compliance with a maximum parking ratio of 1 space per dwelling unit for residential uses and a maximum parking count of 3,400 spaces for all non-residential uses, including replacement parking for the Stonestown Galleria mall. The use of ratios guides parking quantity while accounting for variability in the land use and phasing plans, subject to the total parking maximums set forth above. **Figure 1** shows the anticipated construction phasing for the project – parking ratios over time are shown in **Figure 3** showing the progressive incorporation of each phase. These calculations account for both the removal of existing, mostly surface lot spaces and construction of new parking facilities. The total number of existing parking spaces is 3,400, including approximately 250 spaces in an underground facility. **Figure 2** shows the existing distributions throughout the site, corresponding to the construction phases shown in **Figure 1**.



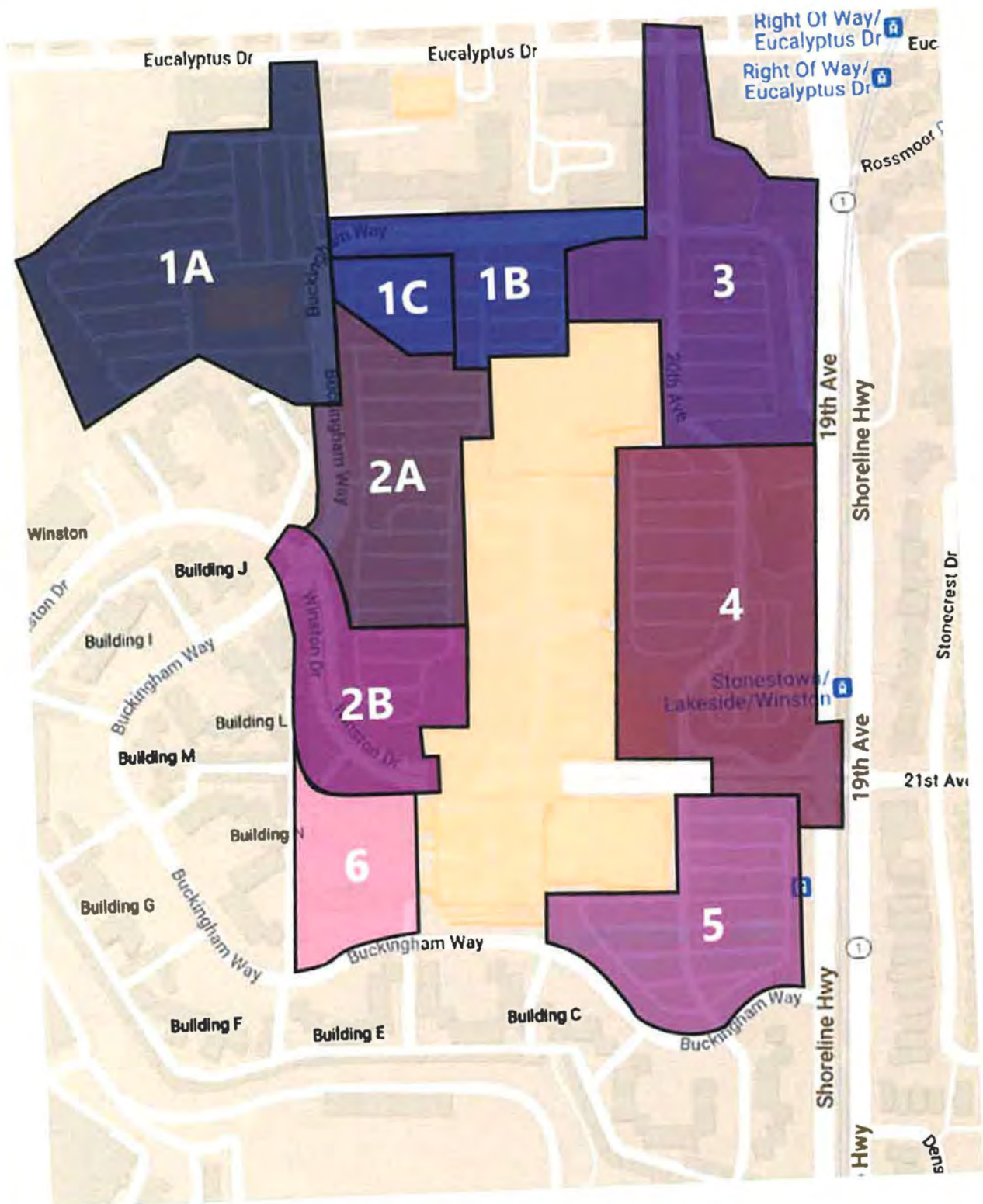


Figure 1. Proposed Site Phases



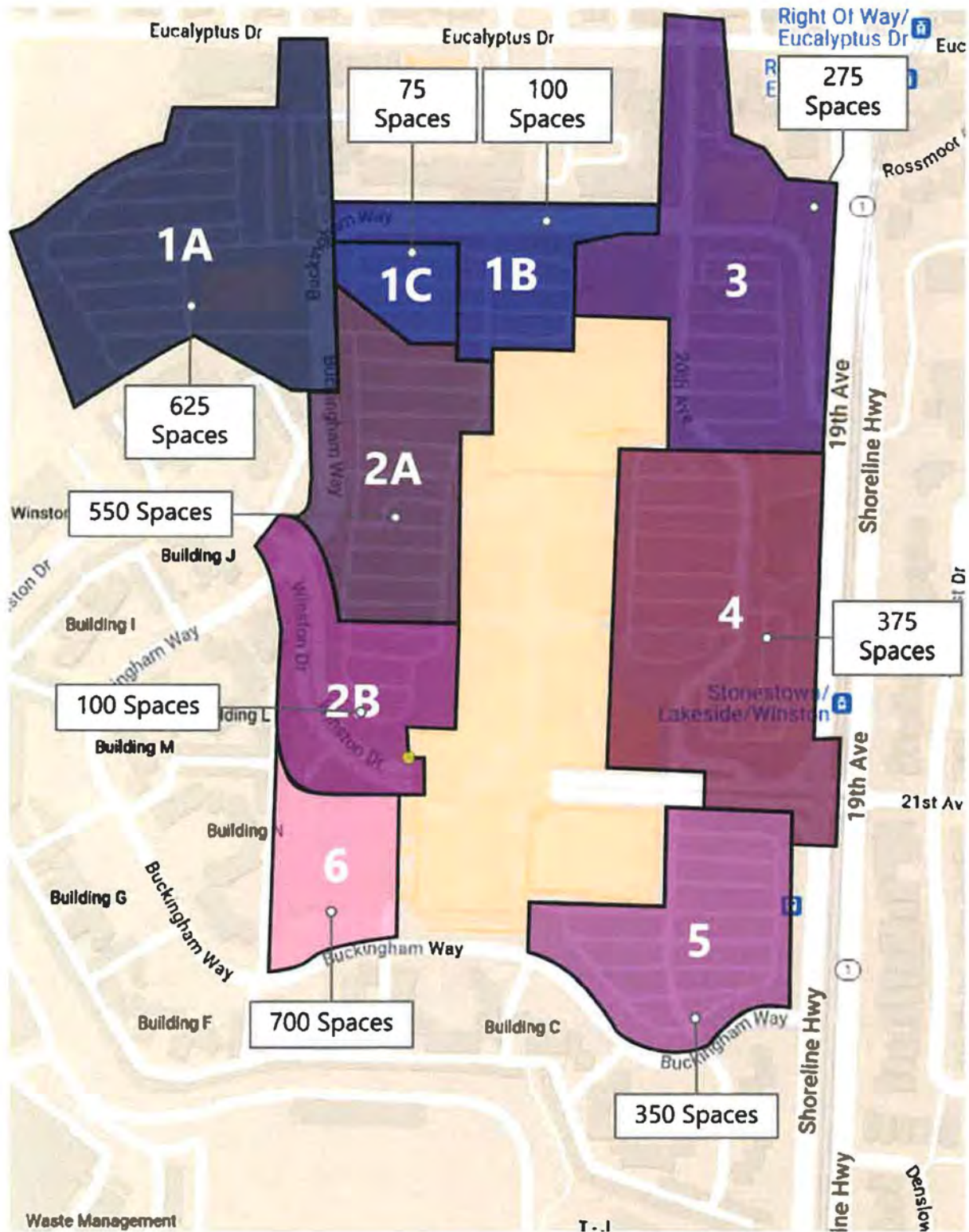
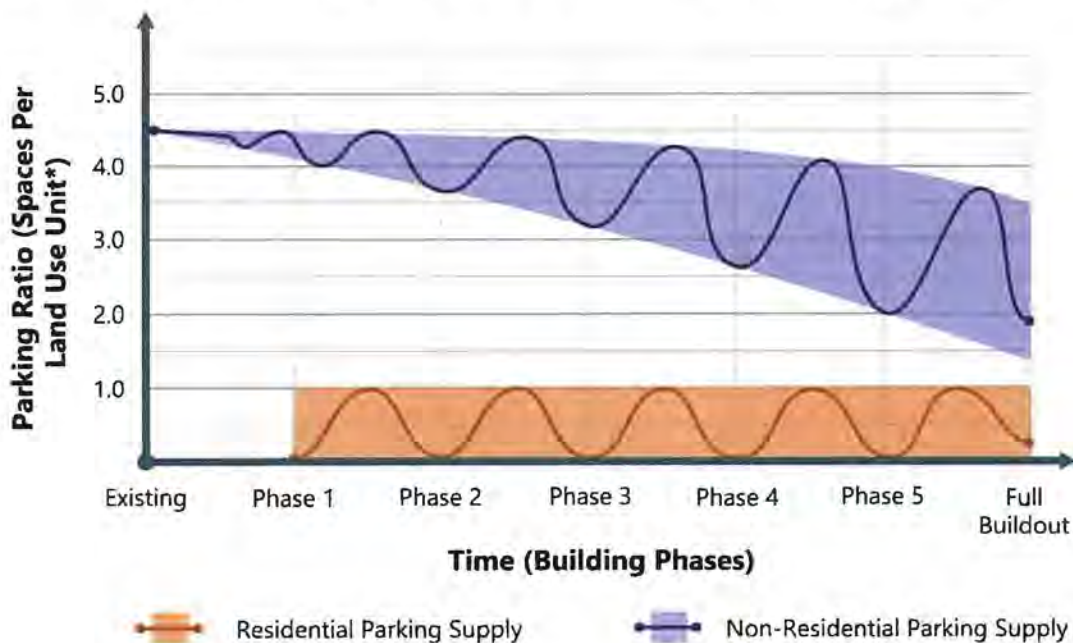


Figure 2. Existing Surface Parking Counts (Approximate)



The existing parking supply for the Stonestown Galleria is approximately 4.5 spaces for every 1,000 square feet of commercial space. As new buildings are constructed on surface parking lots, it is anticipated that the parking supply for the existing mall would generally decrease (though a portion of spaces in the new parking garages would be designated as replacement spaces for the existing mall). The Project Sponsor aims to limit parking construction in line with market feasibility. At full buildout, the parking ratio for commercial space (including the existing mall square footage) would decrease from today's 4.5 to between 1.4 and 3.5 spaces for every 1,000 square feet of commercial space. The range is due to the flexible ratio associated with residential parking; if more parking is dedicated to residential uses, less parking would be available for commercial uses and vice versa. Residential parking would be capped at 1 space per unit for all project phases. The non-residential ratio is slowly reduced with each phase to allow time for TDM measures to take full effect and for employees and visitors to change their travel habits and adopt alternative modes of travel. The proposed parking plan will not exceed the maximums established by San Francisco Planning Code section 151.

Figure 3. Parking Ratio Ranges by Phase for Entire Site, incl. Existing Mall



*Land Use Unit varies between residential and non residential parking ratio calculations. Residential parking ratio is calculated as spaces per dwelling unit. Non-residential parking ratio is calculated as spaces per 1,000 square feet of gross floor area.

If phasing unfolds differently than shown in **Figure 1**, the parking ratios for interim phases 1-5 may vary, but the total amount of parking will not exceed 4,861 parking spaces in the Project Site. Furthermore, the final ratios for the overall site at Phase 6 (full buildout) will stay within the ranges shown above.



Parking Management Strategies

Strategic parking management is a cornerstone of the Stonestown transportation program. The proposed project will reduce the relative supply of parking compared to the amount of commercial space, which will help to motivate the use of alternative modes for visitors, employees, and residents of the site. There are three components to the parking management strategy which will alleviate the pressure on parking supply:

- The dense, mixed-use physical design and the transit-adjacent location of the site
- TDM measures which support alternative modes and discourage private vehicle use
- Additional parking management strategies to disincentivize driving

As described in Section 2, the location of the site and the physical properties of the proposed project allow access to the site without private vehicle use. Mixed-use developments eliminate residents' need to use a private vehicle to access the commercial goods and services at the site. Additional trips will be reduced by the ease of access via transit and the proposed inclusion of high-quality pedestrian and bicycle facilities.

The TDM measures identified in Chapter 2 collectively aim to reduce the number of people accessing the site through supporting alternative modes and disincentivizing the use of private vehicles. The most direct parking management strategy identified is unbundling the cost of residential parking from the cost of rent, lease, or ownership (described in section 2.15). Unbundling may be applied to residential parking spaces only.

Parking pricing has been shown to be a highly effective mechanism in changing parking and travel behavior. Charging for non-residential parking is not proposed as part of the initial TDM plan, but is a potential future strategy under consideration that could be implemented if parking demand increases beyond current expected levels. If parking pricing is implemented later in the project lifespan, hourly parking prices could be set based on market prices in the surrounding neighborhood.



Appendix A: Driveway Loading Operation Plan (DLOP) Guidelines



Exhibit S-2
Stonestown Rules & Regulations for Publicly Accessible Private Streets

These Regulations (“**Regulations**”) shall govern the use, maintenance, and operations of the Publicly Accessible Private Streets, which are shown on Exhibit H-1, and include 20th Avenue, Street A, Street B, Street C, Buckingham Way (N) and Buckingham Way (W).

Unless otherwise specified in this Exhibit S-2, definitions and rules of interpretation shall be as provided in the Development Agreement (the “**Agreement**”) of which this Exhibit S-2 is a part, by and between the City and County of San Francisco, a municipal corporation, and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”).

1. Authorities

a. Developer, Mall Owner and/or Master Association

The Developer, Mall Owner and/or Master Association have authority to control, manage, and operate the Publicly Accessible Private Streets, subject to Developer’s rights and obligations in the Agreement, including the Transportation Exhibit that is Exhibit S of the Agreement and these Regulations. Developer, Mall Owner, and/or Master Association shall have the right to enforce the public access, operational standards, and maintenance and repair provisions of these Regulations. The City shall have the right to enforce the obligations of Developer under these Regulations.

b. Rules to Be Obeyed

No person shall willfully disobey or violate the Code of Conduct governing the use by the public of the Publicly Accessible Private Streets, which rules, at the time, are posted in some conspicuous place in that area to which the rule or regulation applies. The posting may be in the form of a QR code (or its functional equivalent) and a website address providing such information.

2. Public Use; Maintenance of Publicly Accessible Private Streets

Upon Completion of the Publicly Accessible Private Streets in accordance with the Agreement, Developer, Management Association and/or Mall Owner shall operate, for the life of the Project, the Publicly Accessible Private Streets for public travel and use in the same manner as public streets (except for temporary closures pursuant to Section 4 below), including vehicular, pedestrian and bicycle passage and loading, subject to the terms of these Regulations and the Agreement. The Master Association, Developer and/or Mall Owner will maintain the Publicly Accessible Private Streets in good and clean condition and repair. Significant conditions that pose a threat of damage to property or injury to persons, significant pavement cracks, pavement distress, excessive slab settlement, abrupt vertical variations, obstructions to vehicular or pedestrian access, litter, and debris on travel ways will be removed or repaired promptly. Street trees will be maintained in a healthy condition, subject to water conservation restrictions imposed by

governmental agencies. As used in these Regulations, "life of the Project" means so long as the Project or any modification of the Project remains in existence.

3. Regulations for Operation and Parking of Vehicles

Developer, Mall Owner and/or Management Association shall adopt and implement and may update from time to time a code of conduct for public use of the Publicly Accessible Private Streets ("**Code of Conduct**"), applicable to members of the public during use of the Publicly Accessible Private Streets. The Code of Conduct shall include the rules listed below, but may impose additional reasonable time, place and manner restrictions on the use of the Publicly Accessible Private Streets by the public so long as such restrictions do not conflict with these Regulations and the Transportation Exhibit, are consistent with the public use purposes set forth in Section 2, and are otherwise consistent with Applicable Law. The Code of Conduct is subject to update and change by Developer, Mall Owner and/or Management Association without approval or consent by the City, so long as the updates do not conflict with these Regulations, the Transportation Exhibit, or the public use purposes set forth in Section 2, and are consistent with Applicable Law.

- a. No person shall drive or propel any vehicle on any portion of the Publicly Accessible Private Streets except as designated for use by such vehicular traffic.
- b. All persons operating vehicles on the Publicly Accessible Private Streets must drive or propel them in a careful manner, at a lawful rate of speed, and in accordance with the applicable rules and regulations of the San Francisco Transportation Code and California Vehicle Code.
- c. No person shall wash, grease, or repair any vehicle in any Publicly Accessible Private Street except insofar as repairs may be necessary for the immediate removal of any damaged or disabled vehicle from a Publicly Accessible Private Street.
- d. No vehicle shall be parked on any Publicly Accessible Private Street, except in a designated parking space.
- e. No person shall allow any automobile or other vehicle to remain parked in any parking space on a Publicly Accessible Private Street that is open for public use and for which a fee is charged for parking, for a period of more than 24 hours after the expiration of the period for which a fee is charged, unless otherwise allowed by permit issued by Developer, Management Association and/or Mall Owner.
- f. No person shall park any "oversized vehicle," defined herein as any vehicle longer than 19 feet and/or wider than seven feet, eight inches, in any parking space on a Publicly Accessible Private Street, except for vehicles making deliveries to the Project Site or the Stonestown Galleria Mall in authorized loading zones (including commercial loading or parking zones), or unless allowed otherwise by permit issued by Developer, Management Association and/or Mall Owner.
- g. No person shall allow any automobile or any other vehicle that is disabled to remain parked in any parking space on a Publicly Accessible Private Street, unless

otherwise allowed by permit issued by Developer, Management Association and/or Mall Owner.

- h. No person shall obstruct vehicular traffic on the Publicly Accessible Private Streets, or substantially obstruct pedestrian passage on sidewalks of the Publicly Accessible Private Streets, or engage in petitioning, leafletting, demonstrating, or soliciting, in an aggressive manner or otherwise in violation of reasonable time, place and manner restrictions imposed by Developer, Management Association and/or Mall Owner, after being warned by a law enforcement officer or the Developer, Management Association and/or Mall Owner not to do so, except as otherwise allowed by permit issued by Developer, Management Association and/or Mall Owner.

- 4. **Temporary Closures.** Notwithstanding anything to the contrary herein or in the Agreement, Developer, Mall Owner and/or Management Association 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 Publicly Accessible Private Streets to the public from time to time for any of the following reasons, which temporary closure shall continue for as long as Developer, Mall Owner and/or Management Association reasonably deems necessary to address the circumstances below; provided, however, no closure except for a temporary closure resulting from an Emergency shall block any (i) code-required ingress to or egress from a Building within the Project Site, (ii) emergency access, or (iii) any access to Transit Service (as defined in the Transportation Exhibit) without prior notification to and, if applicable pursuant to the Transportation Exhibit, consent from the SFMTA, as detailed in the Transportation Exhibit.

- 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, actual or threatened criminal activity, riot, civil disturbances, civil unrest, unlawful assembly, or pursuant to a local, state or federal public health order during a pandemic, epidemic, or other public health emergency), Developer, Mall Owner, and/or Management Association may temporarily close the Publicly Accessible Private Streets (or affected portions thereof) for the duration of the emergency in any manner reasonably deemed necessary or desirable to promote public safety, security, and the protection of persons and property.

- b. **Maintenance and Repairs.** Developer, Mall Owner and/or Management Association may temporarily close the Publicly Accessible Private Streets (or affected portions thereof) in order to make any improvements, repairs or perform any maintenance as Developer, Mall Owner and/or Management Association, in its reasonable discretion, deems necessary or desirable to repair, maintain, or operate the Publicly Accessible Private Streets; provided such closure may not impede emergency vehicle access. If reasonably practicable, Developer shall schedule maintenance and repairs so that vehicular, bicycle, and pedestrian access to the Publicly Accessible Private Street is still maintained.

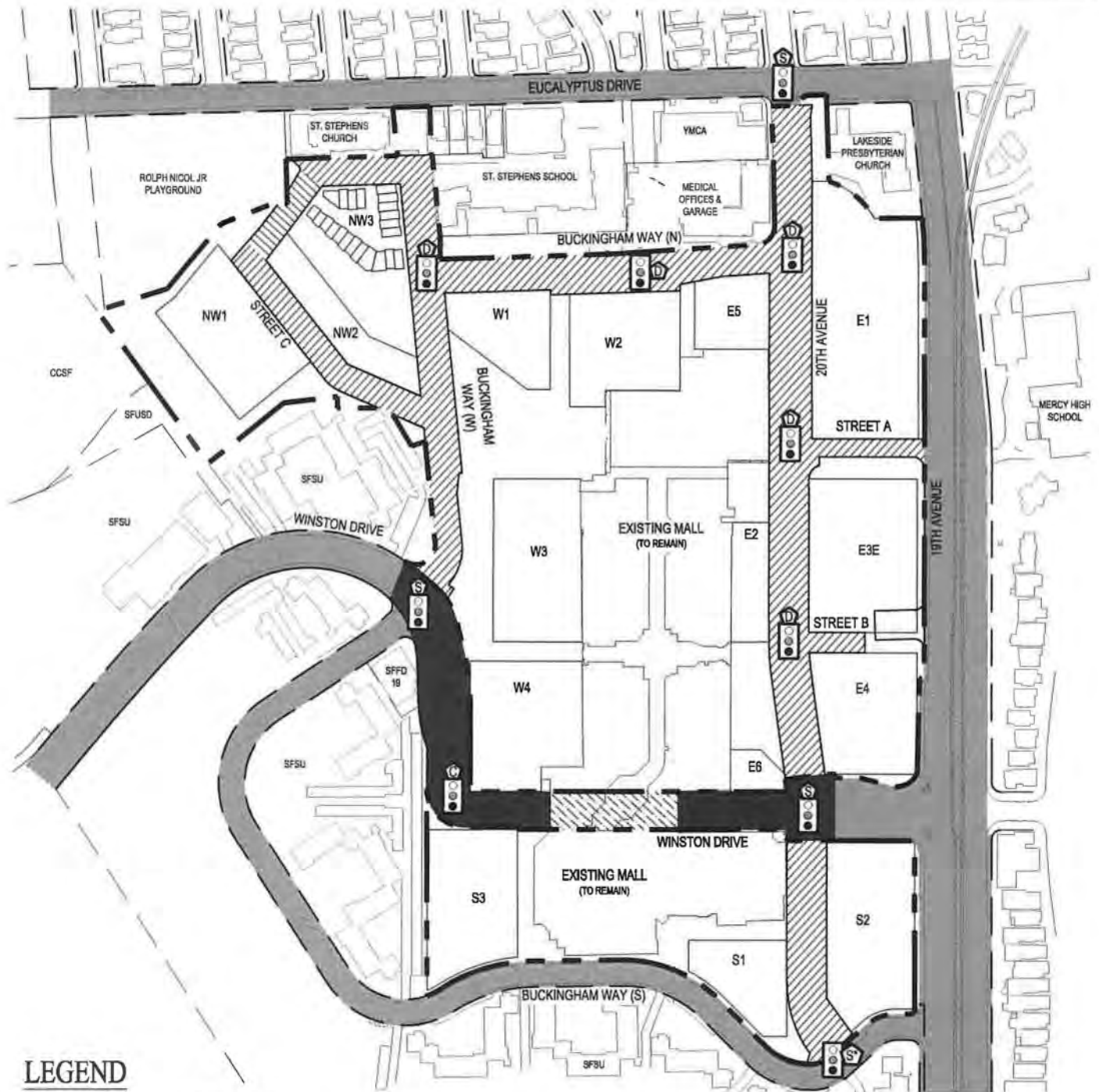
- c. **Temporary Construction Staging.** Developer, Mall Owner and/or Management Association may temporarily restrict or prohibit access to a Publicly

Accessible Private Street (or affected portion thereof) for limited duration and as reasonably necessary for temporary construction staging related to any phase of development of the Project (during which time the subject improvements and area will not be used by the public) to the extent that such construction is in accordance with the Agreement and the Approvals.

d. **Special Events.** Members of the public or other entities sponsoring events (“**Event Sponsors**”) shall have the right to request the use of a Publicly Accessible Private Street for a private or public special event, including block parties, gatherings, assemblies, celebrations, festivals, receptions, or other event (“**Special Event**”) that is appropriate in scale for the Publicly Accessible Private Street. Prior to closing any Publicly Accessible Private Street for a Special Event, a notice of the closure shall be posted at all major entrances to the subject Publicly Accessible Private Street for a period of seventy-two (72) hours prior to the Special Event. All Special Events in a Publicly Accessible Private Street must be approved in advance by Developer, Mall Owner and/or Master Association and are subject to any required approvals or permits from applicable City Agencies with jurisdiction over the Special Event. It shall be the sole responsibility of the requesting member of the public to obtain any such required permits or approvals. Developer, Mall Owner and/or Master Association may require payment in the form of a permit fee or other charge for use of the Publicly Accessible Private Street for a Special Event, so long as the permit fee or use charge does not exceed the reasonable costs for administration, maintenance, security, liability, and repairs associated with such event.

5. **Arrest or Removal of Persons.** Developer, Mall Owner and/or Management Association shall have the right (but not the obligation) to use lawful means to remove any person who creates a public nuisance, does any act injurious to persons, animals, the Publicly Accessible Private Streets, or any structure, equipment, apparatus, or appliance therein; or who otherwise violates the applicable Regulations or Code of Conduct, or who commits any crime including infractions or misdemeanors in or around the Publicly Accessible Private Streets.
6. **Removal of Obstructions.** Developer, Mall Owner and/or Management Association shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object, thing, personal belonging, or equipment left, abandoned or deposited on the Publicly Accessible Private Streets.
7. **Permissive Use.** Developer, Mall Owner and/or Management Association may post at each entrance to the Publicly Accessible Private Streets, 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 Publicly Accessible Private Streets for any purpose or period of time shall be construed, interpreted, or deemed to create any rights or interests to or in the Publicly Accessible Private Streets other than the temporary access rights and interests expressly granted in this Agreement. The right of the public or any person to make any use whatsoever of the Publicly Accessible Private Streets or any portion thereof is not meant to be an implied dedication for the benefit of, and does not create any rights or interests in, any third parties.

8. **Notice of Special Restrictions.** These Regulations shall be incorporated into a Notice of Special Restrictions ("**Streets NSR**") recorded by Developer against Parcels within the Project Site that include a Publicly Accessible Private Street with each Final Subdivision Map of the Project Site that includes any such Parcel or Parcels. The Streets NSR will provide Developer, Management Association and/or Mall Owner with the right to record a termination of the Streets NSR at the end of the life of the Project, and City will cooperate with Developer, Management Association and/or Mall Owner in connection with such termination by executing any documents or instruments reasonably requested by Developer, Management Association and/or Mall Owner to effectuate such termination.



LEGEND

	PUBLIC STREET
	PUBLICLY ACCESSIBLE PRIVATE STREET
	CITY UNACCEPTED STREET WITH VERTICAL PARCEL OVERHEAD
	CITY UNACCEPTED STREET
	TRAFFIC SIGNAL
	CITY MAINTAINED TRAFFIC SIGNAL
	CITY MAINTAINED TRAFFIC SIGNAL - SHARED INTERSECTION
	DEVELOPER MAINTAINED TRAFFIC SIGNAL

NOTE:

- (1) BUILDING ENVELOPES REFLECTED THROUGHOUT THIS PLAN ARE ILLUSTRATIVE AND SUBJECT TO CHANGE
- (2) * POTENTIAL SIGNAL, SEE INFRASTRUCTURE PLAN SECTION 5.2.4

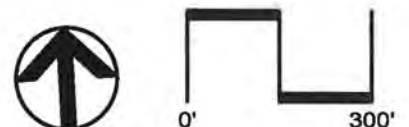
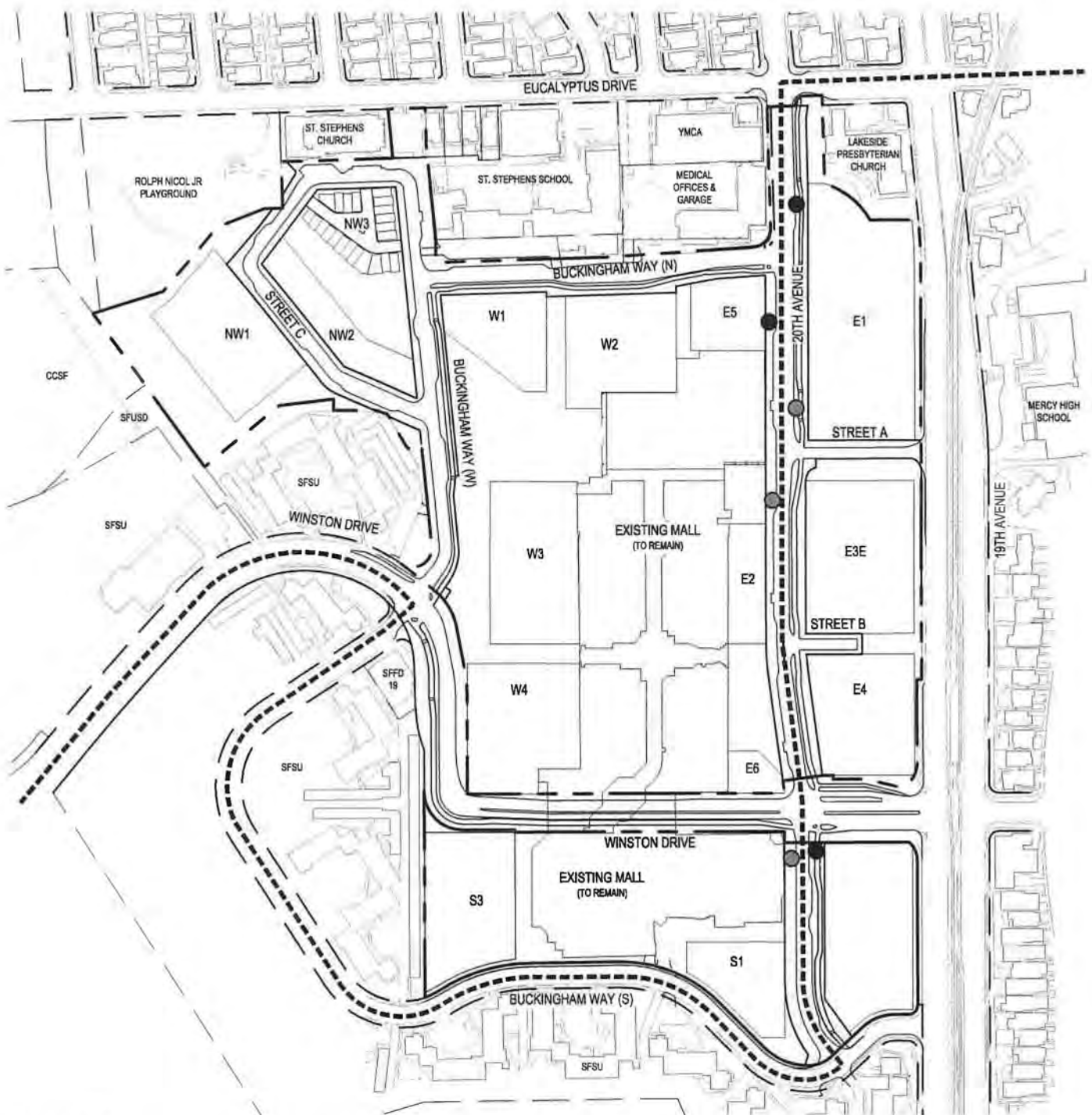


EXHIBIT S-3 - TRAFFIC SIGNALS



LEGEND

- MUNI 57 BUS ROUTE (2-WAY)
- EXISTING SFMTA BUS STOP
- NEW SFMTA BUS STOP

NOTE:

- (1) BUILDING ENVELOPES REFLECTED THROUGHOUT THIS PLAN ARE ILLUSTRATIVE AND SUBJECT TO CHANGE
- (2) REFER TO INFRASTRUCTURE PLAN FIGURE 5.7 FOR OTHER STOPS AND FULL PROPOSED TRANSIT NETWORK

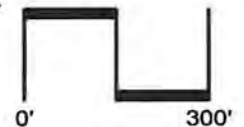


EXHIBIT S-4 SFMTA BUS STOPS ON PUBLICLY ACCESSIBLE PRIVATE STREETS

EXHIBIT T
Form of Joinder Under Section 3.14

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

AND WHEN RECORDED MAIL TO:

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

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

JOINDER

[____], a [_____] ("**Subject Owner**"), is the fee owner of the Variant Sub-Area described on Exhibit A-2 hereto (the "**Subject Property**"), and hereby joins in the Development Agreement (defined below) to which this Joinder is attached and accordingly as of the date of recordation of this joinder is "Developer" under the DA with respect to the Subject Property and the Subject Property constitutes "Developer Property" under the DA with respect to Subject Owner. Subject Owner acknowledges and agrees hereby that it is subject to and bound by the DA with respect to the Subject Property as of the date of recordation of this joinder. Subject Owner shall record this joinder in the Official Records promptly following the execution of this joinder by [_____]. Definitions and rules of interpretation for this Joinder shall be as provided in the Development Agreement (the "**DA**") by and between the City and County of San Francisco, a municipal corporation, and _____, LLC, a Delaware limited liability company _____, LLC, a Delaware limited liability company, and _____, LLC, a Delaware limited liability company (collectively "**Developer**").

[Signatures appear on following page]

SUBJECT OWNER:

[_____] ,

a [_____]

By: _____

Name: _____

Title: _____

[Signature Page]

Exhibit T: Form of Joinder

EXHIBIT U

East / West Stonestown Galleria Connections Exhibit

1. General.

Developer and/or the owner of the Stonestown Galleria Mall (“**Mall Owner**”) shall provide two access routes for pedestrians through the Stonestown Galleria Mall in the locations set forth on the attached Exhibit U-1 (collectively, the “**East / West Connections**”). The East / West Connections shall be provided in accordance with the timing and other terms specified in the Phasing Plan, and shall be made available to pedestrians traversing the Project Site for the shorter period of the life of the Project or the life of the Stonestown Galleria Mall. As used in this Exhibit, “life of the Project” means so long as the Project or modification of the Project remains in existence and “life of the Stonestown Galleria Mall” means so long as the Stonestown Galleria Mall or any successor mall use (including other retail, restaurant, community and entertainment uses) remains operational. In the event of a change in the physical layout of the Stonestown Galleria Mall that would impact the East / West Connections, Developer and/or the then-current Mall Owner shall provide substantially similar replacement pedestrian access that is consistent with this Exhibit U, or otherwise comply with the requirements set forth in Section 6 below if substantially similar replacement pedestrian access cannot be provided.

Unless otherwise specified in this Exhibit U, definitions and rules of interpretation shall be as provided in the Development Agreement (the “**Agreement**”) of which this Exhibit U is a part, by and between the City and County of San Francisco, a municipal corporation, and Stonestown NW Parcel LLC, a Delaware limited liability company, Stonestown Shopping Center, L.P., a Delaware limited partnership, and Stonestown Anchor Acquisition, L.P., a Delaware limited partnership (collectively “**Developer**”).

2. Authority.

Developer and /or Mall Owner shall have the authority to control, manage, operate and temporarily close the East / West Connections as provided in this Exhibit U.

3. Hours of Operation.

The East / West Connections shall be open and accessible to pedestrians traversing the Project Site between the hours of 6 am and 10 pm seven days per week (the “**Base Operating Hours**”), unless reduced hours or closures are (i) approved in writing by the City or (ii) otherwise expressly provided for in this Exhibit U (including, without limitation, Sections 5, 6 and 8 of this Exhibit U).

No person shall enter or occupy either of the East / West Connections when the East / West Connections are closed to the public, except persons authorized by Developer and/or Mall Owner. The East / West Connections are provided solely as a path to traverse the Project Site during non-business hours of the Mall and loitering, remaining, soliciting or otherwise staying in

the East / West Connections is prohibited at all times except as otherwise authorized by Developer and/or Mall Owner.

4. Signage and Wayfinding.

The Developer and/or Mall Owner shall incorporate adequate signage and wayfinding strategies to enable the public to easily locate and navigate the East / West Connections. These strategies shall include (i) wayfinding signage to the East / West Connections at adjacent streets and Public Open Spaces, designed and located in a manner that is consistent with the DSG and SSD, and (ii) signage at each entrance to an East / West Connection indicating the hours open to the public and providing a phone number to call for assistance with access.

5. Temporary Closures.

Developer and/or Mall Owner shall have the right, without obtaining the prior consent of the City or any other person or entity, to temporarily close any portion or all of the East / West Connections to the public from time to time for any of the following reasons, which temporary closure shall continue for as long as Developer and/or Mall Owner reasonably deems necessary to address the circumstances below:

- a. Emergency or Security Concerns. In the event of an emergency; threatened or actual danger to persons, property, public health or safety; or security concerns (collectively, “**Emergency or Security Event**”) from whatever cause (including, but not limited to, flood, storm, fire, earthquake, explosion, accident, actual or threatened criminal activity, riot, civil disturbances, civil unrest, unlawful assembly, or pursuant to a local, state, or federal public health order during a pandemic, epidemic, or other public health emergency), Developer and/or Mall Owner may temporarily close the East / West Connections (or affected portions thereof) for the duration of the Emergency or Security Event in any manner reasonably deemed necessary or desirable to promote public safety, security, and the protection of persons and property.
- b. Improvements; Maintenance and Repairs. Developer and/or Mall Owner may temporarily close the East / West Connections (or affected portions thereof) in order to make any improvements, repairs or perform any maintenance as Developer and/or Mall Owner, in its reasonable discretion, deems necessary or desirable to repair, maintain, or operate the East / West Connections or as otherwise necessary for the operation or maintenance of the Stonestown Galleria Mall. If reasonably practicable, Developer and/or Mall Owner shall limit each such temporary closure to no more than 24 hours, shall provide a temporary change in route where possible, and shall schedule maintenance and repairs so that no more than one of the East / West Connections is closed at any one time.

6. Meet and Confer; Modification of East / West Connections

If the Mall Owner determines in its reasonable discretion that reconfigurations of or modifications to the East / West Connections that are not substantially consistent with the requirements of this Exhibit U are necessary or desirable, or upon the occurrence of three Security Incidents within a twelve (12) month period, Mall Owner and the City shall meet and confer in good faith to attempt to find a mutually satisfactory resolution.

The Parties may agree to modify the East / West Connections to address and prevent the occurrence of future Security Incidents or to accommodate Mall Owner's proposed modifications to the Stonestown Galleria Mall, including but not limited to relocation of the East / West Connections to an alternate location not substantially consistent with Exhibit U-1, consolidation of the connections to one single connection, the City's provision of police service to patrol the East/West Connections during non-Mall operating hours, a reduction in the operating hours of each or both of the East / West Connections (including reducing the operating hours to align with Stonestown Galleria Mall operating hours), or other modifications that are not substantially consistent with this Exhibit U but are reasonably acceptable to Mall Owner and the City (collectively "**East / West Connection Modifications**"). Any East / West Connection Modifications may be approved administratively by the Planning Director and shall not constitute a Material Change of the Agreement. For the purposes of this Exhibit U, a "**Security Incident**" shall mean an incident of emergency or danger to people, property, public health, or safety created from criminal activity as determined by Mall Owner in its reasonable discretion.

For the avoidance of doubt, nothing in this Exhibit U or the Agreement shall limit or preclude the rights of the Mall Owner (i) to make alterations or modifications to the Stonestown Galleria Mall in their sole and absolute discretion, or to modify, relocate or reconfigure the East / West Connections, each without the approval or consent of the City, so long as the East / West Connections continue to provide pedestrian access in accordance with this Exhibit U, and (ii) to change the use of the Stonestown Galleria Mall, or otherwise redevelop the Stonestown Galleria Mall into a non-mall use, in their sole and absolute discretion and without the approval or consent of the City pursuant to the Agreement, so long as such redevelopment or change of use otherwise complies with Laws applicable to the Stonestown Galleria Mall.

7. Permissive Use.

Developer and/or Mall Owner may post at each entrance to the East / West Connections, and 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 East / West Connections for any purpose or period of time shall be construed, interpreted, or deemed to create any rights or interests to or in the East / West Connections other than the temporary access rights and interests expressly granted in this Exhibit U. The right of the public or any person to make any use whatsoever of the East / West Connections or any portion thereof is not meant to be an implied dedication for the benefit of, and does not create any rights or interests in, any third parties.

8. Arrest or Removal of Persons.

Developer and/or Mall Owner shall have the right (but not the obligation) to use any lawful means to remove any person who creates a public nuisance, who otherwise violates the applicable rules and regulations, or who commits any crime including infractions or misdemeanors in or around the East / West Connections. If reasonably necessary to facilitate such removal, Developer and/or Mall Owner may temporarily close the affected portions of the East / West Connections but must reopen the East / West Connections as soon as reasonably practicable thereafter.

9. Security.

Developer and/or Mall Owner shall have the right but not the obligation to install and operate security devices and maintain security personnel in and around the East / West Connections. In addition, during the time periods when pedestrian access to the East / West Connections or any portion thereof is restricted or not permitted pursuant to this Exhibit U, Developer and/or Mall Owner shall have the right but not the obligation to block entrances to the East / West Connections and prevent the entry of persons, including by installation of security devices and through use of security personnel.

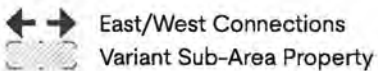
10. Removal of Obstructions.

Developer and/or Mall Owner shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object, thing, personal belonging, or equipment left, abandoned, or deposited in the East / West Connections.

11. Notice of Special Restrictions.

Operation of the East / West Connections shall be subject to the requirements set forth in this Exhibit U, which shall be incorporated into a Notice of Special Restrictions (NSR) recorded by Developer and/or Mall Owner (as applicable) against the Stonestown Galleria Mall property when required by the Phasing Plan. For the avoidance of doubt, the Stonestown Galleria Mall is not part of the Project Site or the Project, and is not subject to the requirements of the Development Agreement, except as expressly set forth in this Exhibit U regarding the East / West Connections and in such NSR. The NSR will provide Developer and Mall Owner with the right to record a termination of the NSR at the earlier of the end of the life of the Project or the end of the life of the Stonestown Galleria Mall, and City will cooperate with Developer and Mall Owner in connection with such termination by executing any documents or instruments reasonably requested by Developer or Mall Owner to effectuate such termination.

EAST/WEST CONNECTIONS



STONESTOWN



**Existing Buildings and Structures
as of Effective Date of SUD**

Schedule 1

Applicable Impact Fees and Exactions.

(STONESTOWN)

1. Transportation Sustainability Fee.

- a. Payment and Calculation of Fee.** Developer shall pay to the City a “Transportation Sustainability Fee” in accordance with this Schedule 1 and the Development Agreement. The Transportation Sustainability Fee shall be payable on Buildings meeting the applicability requirements set forth in Planning Code Section 411A.3 as of the Effective Date. Except as provided in Section 5.7.2(b) of the Agreement, the amount of the Transportation Sustainability Fee shall be the amount required pursuant to Planning Code section 411A in effect as of the Effective Date, subject to annual escalation in accordance with the methodology provided in Planning Code section 409 as of the Effective Date.

As provided in Planning Code section 403 and Section 107A.13.3 of the San Francisco Building Code, the Project is eligible for the Fee Deferral Program. Notwithstanding anything to the contrary in Planning Code section 403, the Project also will be eligible for reduction of the Transportation Sustainability Fee pursuant to Planning Code section 403 for any Building that has received a design review approval under the SUD on or before November 1, 2026, subject to extension for periods of Excusable Delay, and then receives a First Construction Document within thirty (30) months of design review approval. If Planning Code section 403 is amended to extend either the November 1, 2026 date by which the fee must be assessed or the timeline within which a First Construction Document must be obtained to be eligible for the fee reduction, then such extended timelines shall apply to the Project.

- b. Accounting and Use of Transportation Sustainability Fee.** Planning Code section 411A.7 applies as to the accounting and use of the Transportation Sustainability Fee.
- c. Applicability of Planning Code Section 411A.1-411A.9.** Except with regard to payment and calculation of the Transportation Sustainability Fee as set forth in Section 1.a above, Planning Code sections 411A.1-411A.9 shall apply to the Project. All references to Planning Code section 411A.1-411A.9 in this Schedule 1 shall mean Planning Code section 411A.1-411A.9 in effect as of the Effective Date.
- 2. Bicycle Parking (Class 2) In-Lieu Fee.** Planning Code section 430 applies to the Project.
- 3. Street Trees In-Lieu Fee.** Public Works Code Article 16, Sections 802 and 806(d)(4) applies to the Project.

4. **Affordable Housing**. In consideration of the requirements of the Housing Plan with regard to affordable housing, Planning Code sections 415.1–415.11 will not apply to the Project except as otherwise specified in the Housing Plan.
5. **Jobs Housing Linkage Program Fee**. In consideration of the requirements of the Housing Plan with regard to affordable housing, Planning Code section 413 will not apply to the Project.
6. **Child Care**. In consideration of the requirements of the Child Care Facility and Senior Center Exhibit with regard to child care, Planning Code sections 414.1-414.15 and sections 414A.1–414A.8 will not apply to the Project, except as otherwise specified in the Child Care Facility and Senior Center Exhibit.
7. **Public Art Fee**. In consideration of the requirements regarding public art set forth in the DSG, Planning Code section 429 will not apply to the Project.