MEMORANDUM OF UNDERSTANDING # 001 Proposed India Basin Project

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

RECITALS

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

- A. On April 23, 2014, IBI met with senior planning staff to present their vision for the future development of their approximately 14-acre property into a vibrant mixed-use village, incorporating a mix of housing, commercial, institutional, office, retail and recreational uses, and a new public multi-use park on the India Basin waterfront. The property is located in the heart of India Basin surrounding Aurelius Walker Street, a dead-end cul-de-sac. It is generally bounded by Innes Avenue and Earl Street to the northwest and San Francisco Bay to the southeast, and referred to herein as the "the IB Project." (See attached Exhibit A Site Map). To execute their vision, IBI proposes to undertake a comprehensive community-based planning and urban design effort that will ultimately involve changing the existing zoning and height limits, providing public benefits and new services within the development site and building substantial new infrastructure to service the area.
- B. The IB Project contemplates construction of approximately 1,400,000 gross square feet (gsf) of building area within a form-based design for Design for Development Document that will allow for a flexible range of uses, including residential, commercial, institutional, office, and retail space. The project also contemplates contributing toward transit, bicycle, traffic, and pedestrian infrastructure improvements designed to improve transportation throughout the neighborhood, but especially along Innes Avenue and the shoreline. Finally, IBI anticipates partnering with the San Francisco Recreation and Parks Department to substantially improve, expand and maintain existing parkland in the area, and designing and implementing the Blue-Greenway. It is important to note the final scope of the Village is not fixed at this early stage in the public process. Accordingly, the parties understand and agree that the IB Project may be refined and modified through the community and stakeholder review, environmental review, and planning processes.

- C. IBI intends to seek approval of a Development Agreement or a Disposition and Development Agreement, (the "DA" or "DDA"), Special Use District (the "SUD"), and a General Plan Amendment for the IB Project, all of which will require, at a minimum, review by the City's Planning Commission and the approval of the Board of Supervisors. This MOU establishes a structure for City and County Agencies to manage this process.
- D. The DA or DDA is anticipated to include a variety of supplementary appendices, including but not limited to a Vision Plan, Open Space and Public Realm Plan, Transportation Plan, Resiliency/Infrastructure Plan and a Design for Development document (the "DA Appendices"), which would describe the public benefits and infrastructure improvements to be provided by the IB Project in exchange for development rights to construct the IB Project.
- E. The SUD ordinance and supplementary Design for Development document will provide requirements and design guidelines pertaining the architecture, urban design, and site planning of the IB Project, as well as detail the process by which the design of individual phases and/or parcels at the IB Project are approved.
- F. As a preliminary matter, IBI and the City and County Agencies seek to work reasonably and cooperatively to define an initial package of public benefits and infrastructure improvements that exceed those that would otherwise be required under existing zoning and planning requirements, are financially feasible and socially desirable, and are consistent with the City's General Plan policies, while acknowledging that the future Village documents and agreements will be subject to the review and approval of various City boards and commissions, including but not limited to the City's Board of Supervisors acting in its sole discretion.
- G. Chapter 56 of the San Francisco Administrative Code specifies the process for filing an application for a DA with the Planning Department as well as specifying all of the internal City Agency review of a proposed DA or DDA. Accordingly, this MOU is intended to provide a framework by which OEWD and the Planning Department will determine the appropriate costs for reviewing and processing all of the components of the DA or DDA, including the DA or DDA Appendices and SUD described above, as set forth in S.F. Administrative Code Chapter 56 (collectively, the "DA or DDA Costs"). The parties agree that all DA or DDA Costs will be paid in quarterly installments as set forth below and will be used to reimburse the City and County Agencies for the work performed under this MOU.
- H. IBI will file an application for a DA or DDA, unless such requirements are waived by the City. Notwithstanding any requirement to file an application, IBI and the City recognize that OEWD and the Planning Department are already working collaboratively with IBI to determine the appropriate scope of the DA or DDA, including the initial package of proposed public benefits and infrastructure improvements. Therefore, this MOU is also intended to provide a mechanism by which IBI will reimburse the City and County Agencies for staff time and materials expended on any component of the DA or DDA, DA or DDA Appendices and SUD either in lieu of, or in furtherance of, IBI filing an application for a DA or DDA under Chapter 56 of the Administrative Code.

- I. OEWD, SFRPD and the Planning Department agree that the success of this effort is predicated on careful coordination between the traditional real estate economic analysis and negotiation functions of OEWD, the park design, programming and stewardship role of SFRPD and the traditional land use and urban design functions of the Planning Department. Accordingly, each agency will appoint a Project Manager to oversee their respective roles in the DA or DDA formation process.
- J. It is also understood by the parties that OEWD, in cooperation with the Planning Department, may waive certain requirements of the existing Development Agreement ordinance as set forth in Chapter 56 of the Administrative Code, or may propose a series of procedural amendments to improve the review and approval process, including potential changes to the DA or DDA application and processing fee approval provisions. Nevertheless, it is the intention of the parties to this MOU to conform to the existing application and approval procedure set forth in Chapter 56 unless and until such time that the Development Agreement process is modified through legislative action.

AGREEMENT

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

- 1. <u>Establishing a DA or DDA Processing Budget, Reimbursement Process and Schedule.</u> OEWD, working in consultation with the Planning Director, has prepared an initial budget (the "IB DA or DDA Reimbursement Budget") for the time and materials required of City and County Agencies to prepare, process and review the proposed DA or DDA, the DA or DDA Appendices, and the SUD ordinance. In addition, OEWD working cooperatively with the Planning Department and IBI shall prepare a schedule for the work and deliverables required by IBI and City and County Agencies to prepare the DA or DDA, the DA or DDA Appendices, and the SUD ordinance (the "IB DA or DDA Schedule"). OWED and IBI shall routinely update the IB DA Schedule to reflect new information and after key milestones are met. In satisfaction of S.F. Administrative Code Chapter 56, IBI shall reimburse all invoices submitted by OEWD to IBI on a quarterly basis and consistent with the IB DA or DDA Reimbursement Budget. The IB DA or DDA Reimbursement Budget is intended to reimburse the City and County Agencies for the costs associated with Tasks A through K described in this MOU ("Tasks A-K" the "Tasks").
- 2. <u>Term Sheet</u>. OEWD, working in close consultation with the Planning Director, shall act as the lead representative of the City and County Agencies in negotiating the contents of a nonbinding Term Sheet; provided each City and County Agency shall contribute personnel as desired by its director. The Term Sheet shall generally describe the IB Project and its proposed public benefits, including its proposed affordable housing program, infrastructure and transportation improvements, and open space and recreational facilities, and shall define other key terms and conditions of the DA or DDA. It shall also describe the proposed private benefits being granted to IBI above and beyond the development potential conveyed under existing zoning ("Task A").
- 3. <u>Negotiations</u>. OEWD, working in close consultation with the Planning Director, shall act as the lead representative of the City and County Agencies in negotiating the substance of the

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

- 4. <u>Drafting</u>. OEWD, in conjunction with the Office of the City Attorney and IBI, shall draft the Term Sheet and DA or DDA, consulting with the Planning Director and City and County Agencies with respect to the items that affect each City Agency. IBI's consultants and architects shall prepare the DA or DDA Appendices in consultation with OEWD ("Task C").
- 5. <u>SFRPD</u>. The SFRPD Director shall appoint a SFRPD Project Manager who shall coordinate all SFRPD efforts related to the feasibility, redesign and integration of India Basin Shoreline Park, the India Basin Open Space, the 900 Innes Avenue acquisition site, the IB Project site and other India Basin waterfront parcels to create a regional waterfront park to be formally named at a later date and herein referred to as (the "India Basin Park"). The goal of the India Basin Park is the creation of more publicly accessible well-programmed and well-managed waterfront parkland in India Basin and the accelerated build out of the Blue Greenway. This vision may be accomplished through a variety of partnerships and financing mechanisms including, but not limited to, the formation of an area-wide assessment district and reconfiguration of public right-of-ways, City-owned parcels and privately-owned parcels. However, in no event will any transaction result in less public parkland than currently exists today. Ultimately, the India Basin Park partnership will expand publicly owned land in India Basin. Because SFRPD has a special interest in the creation of the India Basin Park, IBI and SFRPD are entering into a separate MOU to memorialize their roles and scope of work (Task "D").
- Planning Department. The Planning Director shall appoint a Planning Project Manager 6. who shall coordinate all Planning Department efforts related to the preparation of the contents of the DA or DDA and DA or DDA Appendices. The Project Manager shall coordinate the submission of the Environmental Evaluation application (the "EE") which IBI will submit in September of 2014. The Planning Department shall work cooperatively with OEWD and IBI to determine the contents of the SUD ordinance and a Design for Development document and DA or DDA Appendices. The SUD ordinance and Design for Development document shall provide the development standards and design guidelines for the design of the streets, open space, and buildings located within the IB Project. The Planning Department shall also work cooperatively with the City and County Agencies to determine whether the proposed street design standards are feasible and desirable ("Task D"). The Planning Department Division of Major Environmental Analysis ("MEA") shall prepare the Environmental Impact Report for the IB Project, and may consult from time to time with the City and County Agencies regarding the environmental review. The costs of staff time and materials for all of MEA's tasks associated with the environmental review of the IB Project shall not be reimbursed by this Agreement or the DA Fee, but shall instead be reimbursed by the environmental review application fees paid by IBI to MEA (Task "E").
- 7. <u>SFMTA</u>. SFMTA shall work cooperatively with IBI and the City and County Agencies as necessary to identify and analyze the feasibility and desirability of the transportation improvements proposed by the IB Project, including but not limited to the creation of new

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

- 8. <u>SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY</u>. The Transportation Authority shall work cooperatively with IBI and the City and County Agencies as necessary to provide guidance on, and review and comment on the Transportation Plan and Phasing Plan to be included as part of the DA or DDA ("Task G"). The Transportation Authority shall provide guidance about how the Transportation Plan and Phasing Plan can support and/or be reflected in countywide transportation planning and programming decisions. ("Task G")
- 9. <u>MOHCD</u>. MOHCD shall work cooperatively with IBI and the City and County Agencies as necessary to identify and analyze the feasibility and desirability of the Below Market Rate (BMR) affordable housing program proposed by the IB Project in order to assist OEWD and IBI in the preparation of a Affordable Housing Plan to be included as part of the DA or DDA ("Task H").
- 10. <u>SFPUC</u>. SFPUC shall work cooperatively with IBI and the City and County Agencies as necessary to identify and analyze the feasibility and desirability of the infrastructure improvements proposed by the IB Project, including but not limited to the development of a best practices stormwater management plan, the installation of alternate energy sources such as photovoltaic cells, and the provision of recycled water, in order to assist OEWD and IBI in the preparation of a Resiliency and Infrastructure Plan to be included as part of the DA or DDA("Task I").
- 11. <u>DPW</u>. The DPW is responsible to assure all dedicated infrastructure elements including streets, sewers, water, street furnishings etc. will meet City Standards and codes. DPW shall work cooperatively with IBI and the City and County Agencies as necessary to identify and analyze the feasibility and desirability of the infrastructure improvements proposed by the IB Project, in order to assist OEWD and IBI in the preparation of an Resiliency and Infrastructure Plan to be included as part of the DA or DDA ("Task J").
- 12. <u>SF Environment</u>. SF Environment shall work cooperatively with IBI and the City and County Agencies as necessary to identify and analyze the feasibility and desirability of the building technology, utility, and infrastructure improvements proposed by the India Basin Project, including but not limited to the development of a best practices stormwater management plan, the installation of alternate energy sources such as photovoltaic cells, and the provision of recycled water, in order to assist OEWD and IBI in the preparation of the Resiliency and Infrastructure Plan to be approved as part of the DA or DDA ("Task K").

13. Reimbursement.

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

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

- (b) Any DA or DDA Costs shall be paid in quarterly installments over the total period required for preparation of a final DA or DDA and SUD ordinance or as otherwise agreed to by the parties, and shall be subject to any necessary governmental approvals. Upon receipt of any installment, the IB DA or DDA Reimbursements shall be held by City in an account known as the IB DA or DDA Fund. OEWD shall be responsible for coordinating billing by the City and County Agencies, so that IBI receives a single statement from the City with the costs and fees of all City and County Agencies for Tasks performed under this MOU. The billing process and procedure set forth in Section 13 above shall continue to apply, subject to any revisions as may be agreed to by the parties or required as part of a governmental approval of the DA or DDA Fee; provided, however, amounts due from City shall be deducted from the IB DA or DDA Fund. In the event that City's costs and expenses exceed the amounts set forth in the IB DA or DDA Fund, then, notwithstanding anything in this MOU to the contrary, City shall have the right to suspend additional work until the parties reach agreement on any additional payments to be made by IBI to the IB DA or DDA Fund.
- 14. <u>Schedule</u>. The City and County Agencies and IBI shall make reasonable efforts to complete the Tasks described in this MOU in accordance with the schedule set forth in Appendix A.
- 15. <u>City Limitation</u>. All Tasks under this MOU are subject to the City's agreement on a fee or reimbursement mechanism for the proposed work. Nothing in this MOU shall obligate the City or County Agencies to expend funds or other resources except for funds that have been expressly agreed upon herein for Task A or in subsequent written addenda to this MOU, nor shall anything in this MOU be construed as a limitation on any party's authority to contribute staff, funds or other resources to the processing, review and consideration of the IB Project.
- 16. <u>No Liability; Termination</u>. The parties are entering into this MOU in order to cooperate on the preliminary work to be performed with respect to the IB Project as described above. The

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

- 17. <u>City Discretion</u>. The City and County Agencies acknowledge and agree that under this MOU, the City and County Agencies are not committing themselves or agreeing to approve any land use entitlements or undertake any other acts or activities relating to the subsequent independent exercise of discretion by the City and County Agencies, the Planning Commission, the Board of Supervisors, the Mayor, or any other agency, commission or department of the City, and that the IB Project documents and approvals are subject to the prior approval of City and County Agencies, the Planning Commission, Board of Supervisors, and the Mayor, each in their sole and absolute discretion. Notwithstanding anything to the contrary herein, the City and County Agencies, and each of their respective boards, commissions, departments, and officials, each shall exercise their sole discretion over all matters relating to the IB Project over which it has jurisdiction consistent with legal requirements, customary practices, and public health, safety, convenience and welfare, and each shall retain, at all times, their respective authority to take any action under its jurisdiction consistent with the foregoing.
- Environmental Review. The final project ultimately proposed by the City and County Agencies and IBI shall be subject to a process of thorough public review and input and all necessary and appropriate approvals; that process must include environmental review under CEQA before a City Agency, Commission, Board or any other City decision-maker may consider approving the project; and the project will require discretionary approvals by a number of government bodies after public hearings and environmental review. Nothing in this MOU commits, or shall be deemed to commit, the City or the City and County Agencies to approve or implement any project, and they may not do so until environmental review of the project as required under CEQA has been completed. Accordingly, all references to "Village" in this MOU shall mean the proposed project subject to future environmental review and consideration by the City. The City and any other public agency with jurisdiction over any part of the project shall have the absolute discretion before approving the project to: (i) make such modifications to the project as may be necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to avoid or substantially reduce significant environmental impacts; (iii) require the implementation of specific measures to mitigate any specific impacts of the project; (iv) balance the benefits of the project against any significant environmental impacts before taking final action if such significant impacts cannot otherwise be avoided; and (v) determine whether or not to proceed with the project.

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

To OEWD:

Anne Taupier Project Manager

San Francisco Office of Economic and Workplace Development

City Hall, Room 448

One Dr. Carlton B. Goodlett Place

San Francisco, CA 94102 Phone: 415-554-6614

Email: Anne.Taupier@sfgov.org

To Planning Department:

John Rahaim

Director

San Francisco Planning Department

1650 Mission Street, Suite 400

San Francisco, CA 94103

Phone: 415-558-6372

Email: John.Rahaim@sfgov.org

To SFMTA:

Edward D. Reiskin

Director of Transportation

San Francisco Municipal Transportation Agency

One South Van Ness Avenue, 7th Floor

San Francisco, CA 94103-5417

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To SFCTA:

Tilly Chang

Executive Director

San Francisco County Transportation Authority

1455 Market Street, 22nd Floor

San Francisco, CA 94103

Phone: 415-522-4800

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To MOHCD:

Olson Lee

Director

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Phone: 415-701-5513

Email: Olson.M.Lee@sfgov.org

To SFDPW:

Mohammed Nuru

Director

San Francisco Department of Public Works

1 Dr. Carlton B. Goodlett Place

City Hall, Room 348

San Francisco, CA 94102

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To SFPUC:

Harlan Kelly

General Manager

San Francisco Public Utilities Commission

1155 Market Street, 11th Floor

San Francisco, CA 94103

Phone: 415-554-1600 Fax: 415-554-3110

Email: hkelly@sfwater.org

To SF Environment:

Deborah O. Raphael

Director

San Francisco Department of the Environment

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San Francisco, CA 94103

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Email: Deborah.Raphael@sfgov.org

To: SFRPD:

Phil Ginsburg

Director

San Francisco Recreation and Parks Department

McLaren Lodge Golden Gate Park 501 Stanyan Street San Francisco, CA 94117

Phone: 415-831-2700

Email: Phil.Ginsburg@sfgov.org

To India Basin:

Michael Yarne

India Basin Investments, LLC

315 Linden Street

San Francisco, California 94102

Phone: 415-551-7612

Email: Michael@buildinc.biz

With a copy to:

Gibson, Dunn & Crutcher 555 Mission Street, Suite 3000 San Francisco, CA 94105

Attn: Neil Sekri Phone: 415-393-8334 Fax: 415-374-8405

Email: nsekri@gibsondunn.com

Any notice of default must be sent by registered mail.

- 20. <u>California Political Reform Act</u>. The parties acknowledge that payments pursuant to this MOU from IBI to OEWD are payments to the City, not to any individual employee or officer of the City, and that the payments therefore are not "income" to any City employee or officer under the California Political Reform Act, California Government Code Section 81000, et seq.
- 21. Notification of Limitations on Contributions. IBI acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. IBI acknowledges that the foregoing restriction

applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more.

- 22. <u>No Joint Liability</u>. Nothing in this MOU shall be construed as giving a party the right or ability to bind other parties and nothing in this MOU shall be construed to create any joint liability with regard to, or as a result of, the activities undertaken by any of the parties, their employees, officers and/or agents. All employees, officers and/or agents of a party shall remain employees, officers and/or agents of that party and shall be subject to the laws, procedures, rules and policies governing that party's employees, officers and/or agents.
- 23. <u>Sunshine</u>. IBI understands and agrees that under the City's Sunshine Ordinance (S.F. Administrative Code Chapter 67) and the State Public Records Law (Gov't Code section 6250 et seq.) apply to this MOU and any and all records and materials submitted to the City in connection with this MOU.
- 24. <u>Miscellaneous</u>. (a) This MOU may be modified only in writing and by mutual consent of all parties. (b) This MOU shall become effective when signed by all authorized representatives of the City and County Agencies and IBI. It shall remain in effect for each party until terminated in writing by such party, or for the City and County Agencies collectively, by OEWD. (c) There are no intended third party beneficiaries of this MOU. The parties acknowledge and agree that this MOU is entered into for their benefit and not for the benefit of any other party. (d) This MOU shall be governed by the applicable laws of California. (e) This MOU contains all of the representations and the entire agreement between the parties with respect to the subject matter of this MOU. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to such subject matter are superseded in total by this MOU.

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

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

Todd Rufo Director

SAN FRANÇISCO PLANNING DEPARTMENT

By: John Rahaim Direct

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

By: ____

Edward D. Reiskin, Director of Transportation

SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY

Tilly Chang Director

SAN FRANCISCO MAYOR'S	OFFICE OF HOUSING &	COMMUNITY DEVEL	OPMENT
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By:

Kare Hartley, Deputy Director

SAN FRANCISCO DEPARTMENT OF THE ENVIRONMENT

By:

Deborah O. Raphael, Director

SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS

By: ___

Mohammed Nuru, Director

SAN FRANCISCO PUBLIC UTILITIES COMMISSION

By:

Harlan Kelly, General Manager

SAN IR ANCISCO RECREATION AND PARKS DEPARTMENT

Phil Ginsburg, Director

INDIA BASIN INVESTMENTS, LLC

By: _

Michael Yarne, MANAGING MEMBER

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

Heidi J. Gewertz, Deputy City Attorney