File No. 250427 **Committee Item No.** 2
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Land Use and Transportation **Date:** November 3, 2025
Board of Supervisors Meeting: **Date:** _____

Cmte Board

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Prepared by: John Carroll **Date:** October 31, 2025
Prepared by: _____ **Date:** _____
Prepared by: _____ **Date:** _____

[Development Agreement - Prologis, L.P. - San Francisco Gateway Project - Toland Street at Kirkwood Avenue]

Ordinance approving a Development Agreement between the City and County of San Francisco and Prologis, L.P., a Delaware limited partnership, for the development of an approximately 17.1-acre site located at Toland Street at Kirkwood Avenue with two multi-story production, distribution, and repair buildings in a core industrial area, including 1,646,000 square feet of production, distribution, and repair, space for non-retail sales and service, automotive, and retail uses, a rooftop solar array, ground-floor maker space, and streets built to City standard; making findings under the California Environmental Quality Act; making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making findings of public convenience, necessity, and welfare under Planning Code, Section 302; approving certain development impact fees for the Project and waiving certain Planning Code fees and requirements; confirming compliance with or waiving certain provisions of Labor and Employment Code, Articles 131, 132, 103, 104, and 106, and Administrative Code, Chapters 56, 14B, 82, 83, and 23; and ratifying certain actions taken in connection therewith, as defined herein.

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

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

Section 1. General Findings.

The Board of Supervisors makes the following findings:

(a) California Government Code Section 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within its jurisdiction. Chapter 56 of the San Francisco Administrative Code ("Chapter 56") sets forth certain procedures for the processing and approval of development agreements in San Francisco.

(b) Prologis, L.P., a Delaware limited partnership (the "Developer") owns and operates an approximately 17.1-acre site, generally bounded by and including portions of Kirkwood Avenue to the north, Rankin Street to the east, McKinnon Avenue to the south, and Toland Street to the west, which site is currently occupied by four single-story production, distribution, and repair ("PDR") buildings, totaling approximately 448,000 square feet (the "Project Site").

(c) On _____, 2025, the Developer filed an application with the City's Planning Department for approval of a development agreement relating to the Project Site (the "Development Agreement") under Chapter 56. A copy of the Development Agreement is on file with the Clerk of the Board in File No. _____.

(d) The Developer proposes a development project with two new PDR and commercial use buildings that may include manufacturing and maker space, parcel delivery service, wholesale sales and storage, private parking garage, and other uses permitted under the PDR-2 zoning and the San Francisco Gateway Special Use District (the "SUD"), all as more particularly described in the Development Agreement and the SUD (the "Project"). Specifically, the Project includes two new multi-story buildings, totaling approximately 1,646,000 enclosed gross square feet, or 2,160,000 square feet including approximately 514,000 square feet of open, active roof area. The two buildings will include a total of approximately 543,500 gross square feet of on-site loading and parking for bicycles and vehicles (including a total of approximately 55,900 gross square feet on the ground level and

approximately 487,600 gross square feet on the roof level), approximately 8,400 gross square feet of ground floor retail, and approximately 20,000 gross square feet of maker space, all as more particularly described in the Development Agreement. The Project will also improve the surrounding streets of Kirkwood and McKinnon Avenues, and Toland, Rankin, and Selby Streets, and provide additional streetscape improvements adjacent to the Project Site.

(e) While the Development Agreement is between the City, acting primarily through the Planning Department, and the Developer, other City agencies retain a role in reviewing and issuing certain later approvals for the Project. Later approvals include without limitation all approvals required under the SUD or as otherwise set forth in the Municipal Code. As a result, affected City agencies have consented to the Development Agreement.

(f) The Project is anticipated to generate an annual average of approximately 795 construction jobs during construction and, upon completion, approximately 1,980 permanent on-site jobs, an approximately $7 million annual increase in property taxes, and approximately $16 million in development impact fees (including transportation, school, and capacity fees), as well as approximately $5.8 million in annual general fund revenues to the City. In addition to the significant jobs and economic benefits to the City from the Project, the City has determined that development of the Project under the Development Agreement will provide additional clear benefits to the public that could not be obtained through application of existing City ordinances, regulations, and policies. Major additional public benefits to the City from the Project include: (1) streetscape and public infrastructure improvements exceeding those that otherwise would be required; (2) a meaningful support program for PDR users and other small businesses; (3) workforce obligations, including significant training, employment, and economic development opportunities as part of the development and operation of the Project; (4) transportation demand management measures and other transportation-related support

exceeding the level otherwise required; and (5) sustainability and resilience measures, each as further described in the Development Agreement.

(g) The Development Agreement will eliminate uncertainty in the City's land use planning for the Project Site and secure orderly development.

(h) Concurrently with this ordinance, the Board is taking a number of actions in furtherance of the Project, as generally described in the Development Agreement, including those described in Exhibit C to the Development Agreement.

Section 2. CEQA Findings.

On September 25, 2025, by Motion No. 21826, the Planning Commission certified as adequate, accurate, and complete the Final Environmental Impact Report ("FEIR") for the Project pursuant to the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) ("CEQA"). A copy of Planning Commission Motion No. 21826 is on file with the Clerk of the Board of Supervisors in File No. 250427. Also on September 25, 2025, by Motion No. 21827, the Planning Commission adopted CEQA findings and a Mitigation Monitoring and Reporting Program (the "MMRP"). These Motions are on file with the Clerk of the Board of Supervisors in File No. 250427. In accordance with the actions contemplated herein, this Board has reviewed the FEIR and related documents, and adopts as its own and incorporates by reference as though fully set forth herein the CEQA Findings and the MMRP.

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

(a) The Board of Supervisors is considering companion legislation concerning the SUD that adopts public necessity findings under Planning Code Section 302 (the "SUD Ordinance"). A copy of the SUD Ordinance is on file with the Clerk of the Board of Supervisors in File No. 250426.

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

(c) For purposes of this ordinance, the Board of Supervisors finds that the Development Agreement is consistent with the General Plan and the eight priority policies of Planning Code Section 101.1(b) for the reasons set forth in the SUD Ordinance.

Section 4. Development Agreement.

(a) The Board of Supervisors approves all of the terms and conditions of the Development Agreement in substantially the form on file with the Clerk of the Board of Supervisors in File No. 250427.

(b) The Board of Supervisors approves and authorizes the City's execution, delivery, and performance of the Development Agreement as follows: (1) the Director of Planning (and other City officials listed thereon) are authorized to execute and deliver the Development Agreement and consents thereto, and (2) the Director of Planning and other applicable City officials are authorized to take all actions reasonably necessary or prudent to perform the City's obligations under the Development Agreement in accordance with the terms of the Development Agreement. The Director of Planning, at the Director of Planning's discretion and in consultation with the City Attorney, is authorized to enter into any additions, amendments, or other modifications to the Development Agreement that the Director of Planning determines are in the best interests of the City and that do not materially increase the obligations or liabilities of the City or materially decrease the benefits to the City, as provided in the Development Agreement.

(c) The Board of Supervisors authorizes the Controller and City Departments to accept any funds paid by the Developer under the Development Agreement, and to appropriate and use such funds for the purposes described therein. The Board expressly

approves the use of the development impact fees as set forth in the Development Agreement, and waives or overrides any provision in Article 4 of the Planning Code that would otherwise conflict with the uses of these funds as described in the Development Agreement.

Section 5. Administrative Code Conformity and Waivers.

(a) The Development Agreement shall prevail if there is any conflict between the Development Agreement and Administrative Code Chapters 14B and 56, and the provisions of Chapters 14B and 56 are waived to the extent inconsistent with the Development Agreement.

(b) The Development Agreement shall prevail if there is any conflict between the Development Agreement and Labor and Employment Code Articles 131 and 132, and the provisions of Articles 131 and 132 are waived to the extent inconsistent with the Development Agreement. The Board of Supervisors waives Labor and Employment Code Sections 103.1, 103.3(a)-(d), 103.3(f), 104.1, 104.2, 104.3, 106.1, 106.2, 106.4, and 106.6 to the extent otherwise applicable to the Project.

(c) In connection with the Development Agreement, the Board of Supervisors finds that the requirements of Chapter 56 have been substantially complied with and waives any procedural or other requirements of Chapter 56 if and to the extent to which there has not been strict compliance. The following provisions of Chapter 56 are deemed satisfied as follows:

(1) The Project comprises approximately 17.1 acres and is the type of large multi-phase and/or mixed-use development contemplated by Chapter 56, and satisfies the provisions of Administrative Code Section 56.3(g).

(2) The provisions of the Development Agreement, including its attached Workforce Agreement, apply and satisfy the requirements of Administrative Code Section 14B.20 and Section 56.7(c).

(3) The provisions of the Development Agreement regarding any amendment or termination, including those relating to "Material Change," shall apply in lieu of the provisions of Administrative Code Section 56.15.

(4) The provisions of Administrative Code Section 56.20 have been satisfied by the Memorandum of Understanding between the Developer and the Mayor's Office of Economic and Workforce Development for the reimbursement of City costs, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 250427.

(d) The requirements of the Workforce Agreement attached to the Development Agreement shall apply and shall supersede, to the extent of any conflict, the provisions of: (1) Administrative Code Chapter 82 (Local Hire Requirements, Coverage); (2) Administrative Code Chapter 83 (First Source Hiring for Construction); and (3) Administrative Code Chapter 14B (Local Business Enterprise Utilization and Non-Discrimination in Contracting Ordinance).

(e) The Board of Supervisors finds that, so long as the square footage of real property conveyed to the City in connection with the dedication and acceptance of Public Improvements is greater than the square footage of any right-of-way easements held by City that are contemplated to be vacated and quitclaimed to the Developer pursuant to the Development Agreement, no appraisal of value of the acquired or conveyed property will be required by the City, and the requirements of Administrative Code Section 23.3 are waived.

(f) The Board of Supervisors authorizes the Director of Property, and other City agencies if applicable, to accept or to grant easements or licenses, or to enter into 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 determine 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. Accordingly, the Board of Supervisors waives any provisions of Administrative Code Chapter 23, Article I that conflict with the foregoing sentence.

Section 6. Planning Code Waivers; Ratification.

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

(b) The Board of Supervisors finds that the Transportation Demand Management Plan attached to the Development Agreement and other provisions of the Development Agreement comply with the City's Transportation Demand Management Program in Planning Code Section 169.

(c) The Board of Supervisors finds that the Infrastructure Plan attached to the Development Agreement sets forth sufficient standards for streetscape design and waives the requirements of Planning Code Section 138.1 (Streetscape and Pedestrian Improvements).

Section 7. Ratification.

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

Section 8. Effective and Operative Date.

(a) This ordinance shall become effective 30 days after the date of enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance

unsigned or does not sign the ordinance within 10 days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

(b) This ordinance shall become operative only on (and no rights or duties are affected until) the date upon which both of the following have occurred: (1) the date this ordinance has been enacted, and (2) the date that the SUD Ordinance has been enacted. A copy of the SUD Ordinance is on file with the Clerk of the Board of Supervisors in File No. 250426.

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

By: /s/
Elizabeth A. Dietrich
Deputy City Attorney
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FILE NO. 250427

REVISED LEGISLATIVE DIGEST

(Substituted, 9/16/2025)

[Development Agreement - Prologis, L.P. - San Francisco Gateway Project - Toland Street at Kirkwood Avenue]

Ordinance approving a Development Agreement between the City and County of San Francisco and Prologis, L.P., a Delaware limited partnership, for the development of an approximately 17.1-acre site located at Toland Street at Kirkwood Avenue with two multi-story production, distribution, and repair buildings in a core industrial area, including 1,646,000 square feet of production, distribution, and repair, space for non-retail sales and service, automotive, and retail uses, a rooftop solar array, ground-floor maker space, and streets built to City standard; making findings under the California Environmental Quality Act; making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making findings of public convenience, necessity, and welfare under Planning Code, Section 302; approving certain development impact fees for the Project and waiving certain Planning Code fees and requirements; confirming compliance with or waiving certain provisions of Labor and Employment Code, Articles 131, 132, 103, 104, and 106, and Administrative Code, Chapters 56, 14B, 82, 83, and 23; and ratifying certain actions taken in connection therewith, as defined herein.

Existing Law

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

Amendments to Current Law

The proposed ordinance, if adopted, would result in the approval of the proposed development agreement (the "Development Agreement") with the Developer in accordance with the Development Agreement Statute and Chapter 56. The Development Agreement would provide to Developer the vested right to develop the project site as described in the Development Agreement over a 30 year term. There are no proposed amendments to current law.

Background Information

Under the Development Agreement, the Developer proposes to develop a phased mixed use development on the Project Site that will include two multi-story production, distribution, and repair buildings in a core industrial area, including up to 1,646,000 square feet of production, distribution, and repair space; approximately 514,000 square feet of open, active roof area;

non-retail sales and service space; approximately 20,000 square feet ground-floor maker space; approximately 8,400 square feet of ground floor retail; and a rooftop solar array. The Project will also improve the surrounding streets of Kirkwood and McKinnon Avenues, and Toland, Rankin, and Selby Streets, and provide additional streetscape improvements adjacent to the Project Site. Public benefits of the Project include streetscape and public infrastructure improvements exceeding those that otherwise would be required; a meaningful support program for PDR users and other small businesses; significant training, employment, and economic development opportunities; transportation demand management measures and other transportation-related support exceeding the level otherwise required; and sustainability and resilience measures.

By separate legislation, the Board is considering taking a number of actions in furtherance of the proposed project, including the approval of a Special Use District and Zoning Map amendments

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FINAL DRAFT DATED 9/10/25

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)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND PROLOGIS, L.P.,

FOR THE SAN FRANCISCO GATEWAY PROJECT

Block/Lots 5284A/008 and 5287/002

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EXHIBITS

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND PROLOGIS, L.P.

THIS DEVELOPMENT AGREEMENT dated for reference purposes only as of this ____ day of _____, 2025, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), acting by and through its Planning Department, and Prologis, L.P., a Delaware limited partnership ("**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. Developer is the owner of approximately 17.1 gross total acres (approximately 743,800 square feet), generally bounded by and including portions of Kirkwood Avenue to the north, Rankin Street to the east, McKinnon Avenue to the south, and Toland Street to the west, and further described on Exhibit A (the "**Project Site**"). The Project Site is currently improved with four single-story production, distribution, and repair ("**PDR**") buildings, totaling approximately 448,000 square feet.

B. On September 18, 2015, Developer filed an Environmental Evaluation application with the Planning Department, and on December 14, 2017, filed a Conditional Use Authorization application for a Planned Unit Development. Developer proposes demolishing the four existing buildings, and constructing a development project with two new PDR and commercial buildings as permitted by the Approvals, which may include manufacturing and Maker Space (as defined herein), parcel delivery service, wholesale sales and storage, private parking garage, and other uses allowed under the PDR-2 zoning and the Project SUD (as further described in Exhibit B, the "**Project**"). Specifically, the Project would include two new multi-story buildings, totaling approximately 2,160,000 square feet, with approximately 1,646,000 of enclosed gross square footage and approximately 514,000 square feet of open, active roof area. The two buildings would include a total of approximately 1,637,600 gross square feet of space for PDR and other permitted uses (including at least 20,000 gross square feet of Maker Space) and PDR support space,

approximately 543,500 gross square feet of on-site loading and parking (including a total of approximately 55,900 gross square feet on the ground level and approximately 487,600 gross square feet on the roof level), and approximately 8,400 gross square feet of ground floor retail. The Project would also improve the surrounding streets of Kirkwood and McKinnon Avenues, and Toland, Rankin, and Selby Streets and provide additional streetscape improvements adjacent to the Project Site.

C. The Project is anticipated to generate an annual average of approximately 795 construction jobs during construction and, upon completion, approximately 1,980 permanent on-site jobs, an approximately $7 million annual increase in property taxes, approximately $16 million in development impact fees (including transportation, school, and capacity fees), and approximately $5.8 million in annual general fund revenues to the City.

D. 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.

E. In addition to the significant jobs and economic benefits to the City from the Project, the City has determined that as a result of the development of the Project in accordance with this Agreement, additional clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. Major additional public benefits to the City from the Project include: (i) the Affordable PDR Program and other small business, community, and PDR support; (ii) Transportation Demand Management measures that exceed the level otherwise required; (iii) street and infrastructure improvements that exceed the level otherwise required; (iv) workforce obligations; and (v) sustainability and resilience measures.

F. The Parties intend all acts pursuant to this Agreement to 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 Operative Date. This Agreement does not limit the City's obligation to comply with applicable environmental Laws, including CEQA, before taking any discretionary action regarding the Project, or the Developer's obligation to comply with all applicable Laws in connection with the development of the Project.

G. The Final Environmental Impact Report ("**FEIR**") prepared for the Project and certified by the Planning Commission on _____, 2025, together with the CEQA findings (the "**CEQA Findings**") and the Mitigation Measures set forth in the mitigation monitoring and reporting program ("**MMRP**") and adopted concurrently therewith, 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 a less-than-significant level. On _____, 2025, the Board of Supervisors, in Motion No. [_____], affirmed the decisions of the Planning Commission to certify the FEIR. The information in the FEIR and the CEQA Findings were considered by the City in connection with approval of this Agreement.

H. On _____, 2025, the Planning Commission held a public hearing on this Agreement and the Project, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission adopted the CEQA Findings and determined among other things that the FEIR thoroughly analyzes the Project, that the Mitigation Measures are designed to mitigate significant impacts to a less-than-significant level, and further determined that the Project and this Agreement will, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, 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.

I. On _____, 2025, 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.

J. On _____, 2025, the Board adopted Ordinance No. [_____] amending the Planning Code and Special Use District Map SU10 to create the San Francisco Gateway Special Use District ("**Project SUD**") and amending Height and Bulk District Map H10 (File No. 250946), and Ordinance No. [_____] approving this Agreement (File No. 250947), and authorizing the Planning Director to execute this Agreement on behalf of the City (collectively, the "**Enacting Ordinances**"). The Enacting Ordinances took effect on _____.

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 "**AB 98**" is defined in Section 5.1.2.

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

1.3 "**Affordable PDR Program**" means the Affordable PDR Program attached hereto as part of Exhibit D.

1.4 "**Agreement**" means this Development Agreement, the Exhibits and Schedules which are expressly incorporated herein by reference, and any amendments thereto.

1.5 "**Annual Review Date**" is defined in Section 8.1.

1.6 "**Applicable Impact Fees and Exactions**" is defined in Section 5.7.2.

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

1.8 "**Approvals**" means the Initial Approvals listed on Exhibit C and any Later Approvals at the time and to the extent they are included pursuant to Sections 5.1 and 5.3.

1.9 "**Assignment and Assumption Agreement**" is defined in Section 12.2.

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

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

1.12 "**Building**" or "**Buildings**" means each of the new buildings to be constructed on the Project Site, as described in the Project description attached as Exhibit B.

1.13 "**CEQA**" is defined in Recital F.

1.14 "**CEQA Findings**" is defined in Recital G.

1.15 "**CEQA Guidelines**" is defined in Recital F.

1.16 "**Chapter 56**" is defined in Recital D.

1.17 "**City**" means the City as defined in the opening paragraph of this Agreement. Unless the context or text 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.

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

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

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

1.21 "**City Parties**" is defined in Section 4.6.

1.22 "**City Report**" is defined in Section 8.2.2.

1.23 "**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.

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

1.25 "**Commence Construction**", "**Commenced Construction**" or "**Commencement of Construction**" means groundbreaking in connection with the horizontal infrastructure, or, when used in reference to any Building, commencement of physical construction of the applicable Building foundation, but specifically excluding the demolition or partial demolition of existing structures.

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

1.27 "**Community Benefits Schedule**" means the description of the Associated Community Benefits and the Community Benefits Linkages Table attached to this Agreement as Exhibit N.

1.28 "**Complete**" and any variation thereof means, 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 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, (iii) with regard to any Building, a TCO has been issued, (iv) with regard to an Associated Community Benefit that is a monetary payment or contribution, the payment or contribution has been satisfactorily made and verified by the City, and (v) with regard to an Associated Community Benefit that does not fall within Section 1.28(i)-(iv), Developer has completed its obligations to the City's reasonable satisfaction.

1.29 "**Conditional Use Authorization for a Planned Unit Development**" means that certain Conditional Use Authorization described specifically in Exhibit C.

1.30 "**Continuing Obligation**" is defined in Section 3.7.

1.31 "**Compliance Letter**" is defined in Section 8.2.1.

1.32 "**Curing Lender**" is defined in Section 10.5.1.

1.33 "**Dedication Area**" is defined in Section 3.4.7.

1.34 "**Default**" is defined in Section 9.3.

1.35 "**DBI**" means the Department of Building Inspection of the City and County of San Francisco.

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

1.37 "**Development Agreement Statute**" is defined in Recital D, as in effect as of the Operative Date.

1.38 "**Development Parcel**" means a parcel within the Project Site on which a Building or other improvements will be constructed, as set forth in an existing or future Subdivision Map.

1.39 "**Effective Date**" is defined in Section 2.1.

1.40 "**Enacting Ordinances**" is defined in Recital J.

1.41 "**Engineering Design**" is defined in Section 5.4.2.

1.42 "**Excusable Delay**" is defined in Section 11.4.2.

1.43 "**Existing Off-Site Conditions**" is defined in Section 3.4.4.

1.44 "**Existing Standards**" is defined in Section 5.2.

1.45 "**Existing Uses**" means all existing lawful uses of the existing land, buildings, and improvements (and including pre-existing uses that are non-conforming under the Planning Code) on the Project Site as of the Operative Date, as the same may be modified by the Approvals.

1.46 "**Federal or State Law Exception**" is defined in Section 5.8.1.

1.47 "**FEIR**" is defined in Recital G.

1.48 "**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 or the Approvals 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.

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

1.50 "**First Extended Term**" is defined in Section 2.2.

1.51 "**First-Level City Contact**" is defined in Section 9.2.1.

1.52 "**Foreclosed Property**" is defined in Section 10.6.

1.53 "**Foreclosure**" means a foreclosure, a conveyance or other action in lieu thereof, or other remedial action to obtain title to all or part of the Project Site.

1.54 "**General Plan Consistency Findings**" is defined in Recital H.

1.55 "**Gross Floor Area**" is defined in the Planning Code as of the Effective Date.

1.56 "**Impact Fees and Exactions**" means any fees, contributions, special taxes, exactions, impositions, and dedications charged by the City, whether as of the date of this Agreement or at any time thereafter during the Term, in connection with the development of Projects, including but not limited to transportation and transit fees, open space, art, and 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 or special assessments or school district fees, SFPUC Capacity Charges, and 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.

1.57 "**Initial Approvals**" means the City approvals, entitlements, and permits listed on Exhibit C.

1.58 "**Initial Term**" is defined in Section 2.2.

1.59 "**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 design review approvals, demolition permits, grading permits, site permits,

building permits, sewer and water connections, major and minor encroachment permits, permit addenda or amendments, street and sidewalk modifications, street improvement permits, permits to alter, licenses, certificates of occupancy, transit stop relocation permits, improvement plans, Subdivision Maps, lot mergers, lot line adjustments, and re-subdivisions. A Later Approval shall also include any amendment to the Initial Approvals or an earlier obtained Later Approval that are sought by Developer and approved by the City in accordance with the standards set forth in this Agreement.

1.60 "**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 effective 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.

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

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

1.63 "**Litigation Extension(s)**" is defined in Section 11.5.1.

1.64 "**Losses**" is defined in Section 4.6.

1.65 "**Maker Space**" is defined in Exhibit D.

1.66 "**Material Change(s)**" means any modification 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 under the Approvals, or (iii) extend the Term.

1.67 "**Material IP Amendment**" is defined in Section 11.3.2.

1.68 "**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.

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

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

1.71 "**Mortgagee**" means (i) any mortgagee or beneficiary under a Mortgage, and (ii) a person or entity that obtains title to all or part of the Project Site as a result of a Foreclosure.

1.72 "**Mortgagee's Default Notice**" is defined in Section 10.3.

1.73 "**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 Operative 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 or by permitted New City Laws as set forth in Section 5.6.

1.74 "**New City Laws**" is defined in Section 5.6.

1.75 "**Non-City Agency**" means federal, state, and local governmental agencies that are independent of the City and not parties to this Agreement.

1.76 "**Non-City Regulatory Approval(s)**" is defined in Section 3.6.

1.77 "**Non-Material IP Amendment**" is defined in Section 11.3.2.

1.78 "**Notice of Pending Default**" is defined in Section 9.3.

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

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

1.81 "**Operative Date**" is defined in Section 2.2.

1.82 "**Party**" and "**Parties**" is defined in the opening paragraph of this Agreement and also includes 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).

1.83 "**PDR**" is defined in Recital A.

1.84 "**Pending Default**" is defined in Section 9.3.

1.85 "**Phase**" is defined in Section 3.1.

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

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

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

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

1.90 "**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.

1.91 "**Project**" means the development project as described in Recital B and Exhibit B, together with Developer's rights and obligations under this Agreement.

1.92 "**Project Change**" 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.

1.93 "**Project Site**" is defined in Recital A, and more particularly described in Exhibit A.

1.94 "**Project SUD**" means Planning Code Section 249.7, as adopted by the Board in Ordinance No. [____].

1.95 "**Public Health and Safety Exception**" is defined in Section 5.8.1.

1.96 "**Public Improvements**" means the facilities, both on and off the Project Site, to be improved, constructed and dedicated by Developer as specified in the Infrastructure Plan and, upon completion in accordance with this Agreement, accepted by the City. The Public Improvements include the Streetscape Improvements located in the entire width of the public right-of-way adjacent to the Project Site, and all infrastructure and public utilities within such streets (such as electricity, water and sewer lines but excluding any non-municipal utilities), and intersection improvements (including medians, curbs, signaling, traffic controls devices, signage, and striping). The Public Improvements also include infrastructure subject to review and approval by the SFPUC and the SFMTA, as specified in the Infrastructure Plan. The Public Improvements do not include any privately owned facilities or improvements in the public right-of-way.

1.97 "**Public Improvement Agreement**" means an agreement entered into between Developer and City for completion of Public Improvements pursuant to the City's Subdivision Code and Subdivision Regulations, or an equivalent agreement.

1.98 "**PW**" means San Francisco Public Works.

1.99 "**Second Extended Term**" is defined in Section 2.2.

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

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

1.102 "**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 then-applicable City requirements.

1.103 "**Streets Sub-Area**" means the area shown in Exhibit A-2, generally consisting of the public right-of-ways surrounding the Project Site.

1.104 "**Streetscape Improvements**" means the streets, sidewalks, curbs, gutters, bicycle pathways (if any), general right-of-way configurations, parking and loading areas, and associated landscaping, all as set forth in the Infrastructure Plan attached to this Agreement as Exhibit P.

1.105 "**Subdivision Code**" means the San Francisco Subdivision Code.

1.106 "**Subdivision Map**" 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 not be limited to, tentative or vesting tentative subdivision maps, final or vesting final subdivision maps and any tentative or final parcel map, or transfer map, including for condominium units, and including phased final maps to the extent authorized under an approved tentative subdivision map.

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

1.108 "**TCO**" means a first certificate of occupancy, including a temporary or final certificate of occupancy.

1.109 "**Tentative Street Improvement Permit**" is defined in Section 3.4.2.

1.110 "**Term**" is defined in Section 2.2.

1.111 "**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, the adoption or certification of the FEIR or other actions taken pursuant to CEQA, or other approvals under Laws relating to the Project, any action taken by the City or Developer in furtherance of this Agreement, or any combination thereof relating to the Project or any portion thereof.

1.112 "**Transfer**," "**Transferee**" and "**Transferred Property**" have the meanings set forth in Section 12.1, and in all events exclude (i) a transfer of ownership or membership interests in Developer or any Transferee, (ii) 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 Mortgage on all or a portion of the Project Site.

1.113 "**Transportation Demand Management**" means the Project benefits described in Exhibit J-1.

1.114 "**Vested Elements**" is defined in Section 5.1.

1.115 "**Workforce Agreement**" means the Workforce Agreement attached as Exhibit I.

2. EFFECTIVE DATE; TERM

2.1 Effective Date. This Agreement shall take effect (the "**Effective Date**") 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 as described in the Enacting Ordinances.

2.2 Term. The initial term of this Agreement shall commence upon the date that the Enacting Ordinances are effective as described in the Enacting Ordinances (the "**Operative Date**") and shall continue in full force and effect for twenty (20) years thereafter unless extended or earlier terminated as provided herein ("**Initial Term**"). If Developer (i) Commences Construction of a Building during the Initial Term, (ii) delivers the applicable Associated Community Benefits identified in the Community Benefits Schedule, and (iii) is not then in Default under this Agreement, then Developer shall have the right to extend this Agreement for an additional five (5) years beyond the Initial Term (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 First Extended Term shall be effective automatically upon Developer's delivery of the extension notice unless Developer has not met the criteria in the foregoing sentence at the time it sends the notice, in which case the City may reject the notice by written notice to Developer, subject to Developer's notice and cure rights under this Agreement. Nothing in this Section 2.2 shall limit the City's rights and remedies pursuant to this Agreement in the event of Developer's nonperformance, including without limitation those in Administrative Code Chapter 56.

Developer shall have the potential ability to extend this Agreement for an additional five (5) years beyond the First Extended Term (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, and Developer's protection from new Impact Fees and Exactions will be limited during the Second Extended Term as provided in Section 5.7.2. 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. The term of (i) the Conditional Use Authorization for a Planned Unit Development, and (ii) the Design Standards and Guidelines shall be for the longer of the Term or the term otherwise allowed under Applicable Law. In addition, due to the unique characteristics of the Project (including that there is no anticipated subdivision, only two parcels, and two Buildings), the term of any design review application approval pursuant to the SUD shall be for the longer of the Term or the term otherwise allowed under Applicable Law. The term of any Subdivision Map 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 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 Project will be developed in phases (each, a "**Phase**"), which may overlap as set forth in the Approvals. 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, 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, and the attainment of any required Later Approvals and any Non-City Approvals.

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

3.3 Public Power. No later than forty-five (45) days prior to Developer's submittal for a Site Permit or Street Improvement Permit, Developer will provide the SFPUC with all Project information the SFPUC requires to determine the feasibility of providing SFPUC electric service to the Project Site. The SFPUC will complete a feasibility study and notify Developer whether it can feasibly provide SFPUC electric service within thirty (30) days after the date that Developer provides to the SFPUC all Project information needed to complete the feasibility study described in Administrative Code Section 99.2(b). 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.

3.4 Construction of Public Improvements.

3.4.1 No Cost to City. Developer shall undertake the design, development, and installation of the Public Improvements at no cost to the City, except for removal of those City owned encroachments as described in the Infrastructure Plan. Public Improvements shall be designed and constructed and shall include those improvements and facilities as reasonably required by the applicable City Agency that is required to accept, and in some cases operate and maintain, the Public Improvement, consistent with the Infrastructure Plan and in keeping with the then-current applicable 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 PW or the applicable City Agency in accordance with this Agreement and the Subdivision Code. Without limiting the foregoing, Developer shall Complete all Public Improvements in accordance with the Infrastructure Plan and applicable Approvals in a good and diligent manner, without material defects, and in accordance with City-approved construction documents.

3.4.2 Tentative Approval of Street Improvement Permits. As described in Section 3.4.7, the Parties do not expect development of the Project to necessitate a subdivision of the Property pursuant to the Subdivision Map Act and have agreed upon the process for approval of a "**Tentative Street Improvement Permit**" as described in this Section 3.4.2 for the build out of the Streets Sub-Area and Public Improvements. Such process is intended to substantially replicate the requirements for approval of a Tentative Subdivision Map pursuant to the Subdivision

Map Act and the City's Subdivision Code, with respect to design, construction, and completion of public improvements. Developer shall submit a Street Improvement Permit application no later than submitting a building permit application or Phase application for each Building or Phase, and shall obtain a Tentative Street Improvement Permit from PW to identify the specific proposed Public Improvements required in connection with that Building or included in that Phase. Each Street Improvement Permit application submittal for a Building or Phase must substantially conform to (i) the Approvals, including the Infrastructure Plan, and (ii) materials that would otherwise be required of a Tentative Subdivision Map submittal for required Public Improvements pursuant to the Subdivision Code and Subdivision Regulations. At Developer's election, such submittal may propose issuance of separate Tentative Street Improvement Permits for different sub-phases, and may include reasonable requests for waiver, or deferral of, or exceptions to, certain standard requirements. PW shall diligently and expeditiously review and comment on the Street Improvement Permit submittal, in coordination with other City Agencies as applicable. In considering a Street Improvement Permit submittal, the City acknowledges and agrees that it has exercised its discretion in granting the Approvals, including the Infrastructure Plan, and any conditions imposed by the City must be consistent with such Approvals. After the determination that the Tentative Street Improvement Permit submittal is complete and in substantial conformance with the Approvals, the Director of PW shall conditionally approve a Tentative Street Improvement Permit for the relevant Phase of development and shall adopt conditions of approval for issuance of a Street Improvement Permit. No public hearing shall be required by PW prior to approval of a Tentative Street Improvement Permit.

3.4.3 Street Improvement Permit. Before the start of work on any Public Improvements for any Building or Phase, Developer shall obtain a Street Improvement Permit and enter into a Public Improvement Agreement with PW for the Public Improvements required in connection with that Building or included in that Phase, together with 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). Prior to issuance of any final Street Improvement Permit with respect to the Project, Developer shall cause any then-existing Mortgagee to provide its authorized signature on such final Street Improvement Permit. At Developer's election, Developer may seek issuance

of separate Street Improvement Permits for different sub-phases, and may include reasonable requests for waiver or deferral of, or exceptions to, certain standard requirements.

3.4.4 Existing Off-Site Conditions. As described in the Infrastructure Plan, there exist various encroachments into the Streets Sub-Area from adjacent properties and nonconforming conditions on properties adjacent to the Streets Sub-Area that are not owned or controlled by Developer (the "**Existing Off-Site Conditions**"). In recognition of these conditions and Developer's commitment to complete the Public Improvements throughout the Streets Sub-Area, the City acknowledges that the Project as shown in the Infrastructure Plan may require certain exceptions from the standards in the Subdivision Regulations, as described in Exhibit V. Developer and City shall follow the process described in the Infrastructure Plan for the Existing Off-Site Conditions. For any waiver or exemption not described in Exhibit V, Developer shall comply with the City's existing processes to seek any necessary waivers or exemptions.

3.4.5 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. 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, (ii) from the SFPUC of the plans and specifications for Public Improvements that are under SFPUC jurisdiction, and (iii) from PW of the plans and specifications for all Streetscape Improvements in the public right-of-ways. In deciding whether to approve, conditionally approve, or deny a permit or approval, each City Agency is subject to the requirements of the Initial Approvals and this Agreement, including Sections 5.3 and 5.5.

3.4.6 Scope and Timing for Completion of Public Improvements. 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 and except as otherwise provided in the Infrastructure Plan and the Community Benefits Schedule) 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 applicable Public Improvement 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 3.4.3(a)(ii) and all conditions in such agreement have been met. For avoidance of doubt, the streetscape and infrastructure improvements funded by the Market Zone Streetscape Funding provided by Developer pursuant to Exhibit D will be installed by PW pursuant to Exhibit J, and will not be required to be Completed prior to issuance of a TCO for a new Building.

3.4.7 Dedication and Acceptance of Fee Title and Public Improvements.

(a) Exempt Conveyance. The Parties acknowledge and agree that (i) the legal boundaries of the Project Site owned in fee title by Developer as of the Effective Date include portions of the public right-of-ways, and certain additional areas as shown within the "Assessor's Block Line" on Exhibit A-3 that are intended to become part of the public right-of-ways (collectively, the "**Dedication Area**"), (ii) in connection with development of the Public Improvements, Developer agrees to transfer to the City fee title to the Dedication Area, which shall substantially conform to the area described and depicted in Exhibit A-3, (iii) Developer has not applied for, and the Initial Approvals do not include approval of, any Subdivision Map, and (iv) Developer and City expect that conveyance of fee title to the Dedication Area will be processed by City as an "exempt conveyance" that will not require a Subdivision Map pursuant to the Subdivision Map Act and Appendix B, Section VIII of the Subdivision Regulations. As a condition to City's acceptance of fee title to the Dedication Area, Developer shall request and obtain a Certificate of Compliance from the City and County Surveyor for review and filing, and shall concurrently prepare and file a Record of Survey to memorialize the newly established boundaries of the Developer-owned parcels and provide evidence of their physical locations.

(b) Developer Obligations. In connection with issuance of a Street Improvement Permit, Developer shall provide the City with an offer of improvements of all Public Improvements within the applicable Phase, or in connection with an applicable Building, in accordance with the Subdivision Code, the applicable Public Improvement Agreement, and Subdivision Map or Tentative Street Improvement Permit conditions of approval (if any), and an

offer of dedication of fee title (or an easement, if acceptable to the City in its sole discretion) to the Dedication Area, substantially in the form of grant deed attached as Exhibit S. 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 and fee title 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 fee title 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 PW will introduce an acceptance ordinance and materials 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 implementing the Project, whether on or off the Project Site, and on terms acceptable to the Director of Property in the Director's sole discretion.

(c) Consideration for Transfers. Notwithstanding the provisions of Chapter 23 of the Administrative Code, no appraisal shall be required for the Developer's transfer of fee title in the Dedication Area to the City, or for the City's vacation of any right-of-way interest in the former alignment of La Salle Avenue, as described in subsection (d), provided that the acreage of the real property to be transferred in fee title by Developer to City is equal to or greater than the acreage of the real property interests to be vacated and quitclaimed by City. The City shall not be required to pay any additional consideration for any net gain in real property associated with such transfer.

(d) La Salle Avenue. City may have certain right-of-way and sewer easement rights in the former alignment of La Salle Avenue between Selby Street and Rankin Street within the Project Site, as depicted in the Infrastructure Plan, which may currently affect Developer's title in the Project Site. City acknowledges that in order for Developer to develop the Project as currently contemplated in this Agreement, it likely will be necessary for City to vacate or otherwise terminate such easements in La Salle Avenue. City agrees to cooperate and work in good faith with Developer to determine what access or rights of the public, if any,

City has in La Salle Avenue, to pursue a street vacation of rights of the public in La Salle Avenue if necessary to clear title, and to quitclaim any such interest to Developer, subject in all respects to the approval and any conditions of the Board of Supervisors. In addition, City agrees to cooperate and work in good faith with Developer to determine what sewer easement rights, if any, City has in La Salle Avenue, to negotiate terms of a resolution in good faith, and to pursue vacating and quitclaiming such sewer related rights in La Salle Avenue if necessary to clear title, subject in all respects to the approval and any conditions of the SFPUC and the Board of Supervisors.

3.5 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; provided that if City in its sole discretion approves any Public Improvements that do not comply with City standards, then City may condition its issuance of a Tentative Street Improvement Permit on Developer's agreement to maintain such non-standard Public Improvements.

3.6 Non-City Regulatory Approvals for Public Improvements. The Parties acknowledge that certain Public Improvements, most particularly those under or about the I-280 freeway structure above Selby Street, may require the approval of governmental agencies ("**Non-City Agencies**") that are independent of the City and not a Party to this Agreement. The Non-City Agencies may disapprove installation of such Public Improvements, making such installation impossible. Developer will use its commercially reasonable efforts to identify proposed modifications to Public Improvements, as applicable, to address the concerns of and obtain approval from such Non-City 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 Improvements 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 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 3.6 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 and 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.

3.7 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 Agency.

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

4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations. The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits to the City beyond those achievable through existing Laws, including, but not limited to, those set forth in this Article 4 (the

"**Community Benefits**"). The City acknowledges and agrees that a number of the Community Benefits would not be otherwise achievable without the express agreement of Developer under this Agreement. Developer acknowledges and agrees that, as a result of the benefits to Developer under this Agreement, Developer has received good and valuable consideration for its provision of the Community Benefits, and the City would not be willing to enter into this Agreement without the Community Benefits. Payment or delivery of each of the Community Benefits is tied to a specific Building or other development milestone in connection with implementation of the Project, as described in the Community Benefits Schedule attached as Exhibit N to this Agreement or as described elsewhere in this Agreement (each, an "**Associated Community Benefit**"). Upon Developer's Commencement of Construction of a Building or reaching of a milestone indicated in the Community Benefits Schedule, Developer's obligation to perform the Associated Community Benefits tied to that Building shall survive the expiration or termination of this Agreement to the date of completion of the Associated Community Benefit. 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 Community Benefits Schedule and the Infrastructure Plan. Time is of the essence with respect to the completion of the Associated Community Benefits and Public Improvements.

4.1.1 Community Benefits. Developer shall provide the following Associated Community Benefits as specified in Exhibit N:

(a) the Streetscape Improvements, as further described in Exhibit P;

(b) the Affordable PDR Program benefits and other small business, community, and PDR support, as further described in Exhibit D;

(c) the Workforce Agreement benefits, as further described in Exhibit I;

(d) the Transportation Demand Management benefits and other transportation-related support, as described in Exhibit J; and

(e) the Sustainability measures, as described in Exhibit L.

4.1.2 Performance of Community Benefits. Whenever this Agreement requires Completion of an Associated Community Benefit at or before the Completion of or receipt of TCO for a Building, the City may withhold a TCO for that Building until the required Associated

Community Benefit is Completed or, in the case of a Public Improvement, Developer has provided the City with adequate security for completion of such Associated Community Benefit in a commercially reasonable form (*e.g.*, a bond or letter of credit) as approved by the Planning Director and the head of the City Agency with jurisdiction over the type of Associated Community Benefit that is incomplete, in their reasonable discretion (following consultation with the City Attorney). In the case of an uncompleted Associated Community Benefit that is required to be Completed pursuant to the Community Benefits Schedule based on a milestone that is not a TCO for a Building or is not a Public Improvement, the City may withhold issuance of any Later Approval until (i) the required Associated Community Benefit is Completed, or (ii) in lieu of withholding such Later Approval, 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 providing 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 any relevant existing or proposed security, such as any bonds required under the Subdivision Map Act.

4.2 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 feasible 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. 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, in accordance with applicable Laws, in all future discretionary actions related to the Project; provided 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. For informational purposes, the Planning Department has prepared a document titled "SF Gateway Project Building Permit Application EIR Consistency Review Process," dated March 26, 2025 (as

may be subsequently revised), which provides a methodology for reviewing future building permit applications for tenants proposing tenant improvements to operate within the Project.

4.2.1 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". The Parties expressly acknowledge that the FEIR and the associated MMRP are intended to be used in connection with each of the Later Approvals to the extent appropriate and permitted under applicable Law, 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 Later Approval 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 an Approval; provided, however, any such conditions must be in accordance with applicable Law.

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

4.4 City Cost Recovery.

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

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

4.4.3 Developer shall pay to the City all City Costs incurred in connection with the drafting and negotiation of this Agreement, defending the Initial Approvals and Later Approvals, and in processing and issuing any Later Approvals or administering this Agreement (except for the costs that are covered by Processing Fees), within sixty (60) days following receipt of a written invoice complying with Section 4.4.4 from the City.

4.4.4 OEWD shall provide Developer on a quarterly basis (or such alternative period as agreed to by the Parties) a reasonably detailed statement showing City Costs incurred by OEWD, the City Agencies and the City Attorney's Office, including the hourly rates for each City staff member at that time, the total number of hours spent by each City staff member during the invoice period, any additional costs incurred by the City Agencies and a brief non-confidential description of the work completed (provided, for the City Attorney's Office, the billing statement will be reviewed and approved by OEWD but the cover invoice forwarded to Developer will not include a description of the work). OEWD will use reasonable efforts to provide an accounting of time and City Costs from the City Attorney's Office and each City Agency in each invoice; provided, however, if OEWD is unable to provide an accounting from one or more of such parties, then OEWD may send an invoice to Developer that does not include the charges of such party or parties without losing any right to include such charges in a future or supplemental invoice but subject to the eighteen (18) month deadline set forth below in this Section 4.4.4. Developer's obligation to pay the City Costs shall survive the termination or expiration of this Agreement. In no event shall Developer have any obligation to reimburse the City for any City Cost that is not invoiced to Developer within eighteen (18) months from the date the City Cost was incurred. The City will maintain records, in reasonable detail, with respect to any City Costs and upon written request of Developer, and to the extent not confidential, shall make such records available for inspection by Developer.

4.4.5 If Developer in good faith disputes any portion of an invoice, then within sixty (60) days following receipt of the invoice Developer shall provide notice of the amount disputed and the reason for the dispute, and the Parties shall use good faith efforts to reconcile the dispute as soon as practicable. Developer shall have no right to withhold the disputed amount. The Parties may agree to utilize the meet and confer process set forth in Section 9.2 to resolve any disputes related to a City Costs Invoice. 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.

4.5 Prevailing Wages. Developer agrees that all persons performing labor in the construction of the Public Improvements and any work in the Streets Sub-Area as defined in Exhibit A-2 shall be paid not less than the highest prevailing rate of wages for the labor so performed consistent with the requirements of Section 6.22(e) of the Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California, and Developer shall include this requirement in any construction contract entered into by Developer for any such improvements. Upon request, Developer and its contractors will provide to City any workforce payroll records as needed to confirm compliance with this Section. Without limiting the foregoing, Developer shall comply with all applicable state law requirements relating to the payment of prevailing wages, and to the extent there is any difference between the requirements of such state law requirements and Section 6.22(e) of the Administrative Code, the stricter requirements shall apply to the construction of the Public Improvements.

4.6 Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims ("**Losses**") arising or resulting directly or indirectly from (i) any third party claim arising from Developer's failure to perform any obligation under this Agreement, (ii) Developer's failure to comply with any Approval or Non-City Approval, (iii) the failure of any improvements constructed pursuant to the Approvals to comply with any 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 on the Project Site (or the public right-of-way adjacent to the Project Site) in connection with the construction by Developer or its agents or contractors of any improvements pursuant to the Approvals or this Agreement, (v) a Third-Party Challenge instituted against the City or any of the City Parties, (vi) any dispute between Developer, its contractors or subcontractors relating to the construction of any part of the Project, 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 or the obligations that run with the land, or any dispute between Developer and any Transferee or other person relating to which party is

responsible for performing certain obligations under this Agreement, each regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City or any of the City Parties, except to the extent that any of the foregoing indemnification obligations is void or otherwise unenforceable under applicable Law, and except to the extent such Loss is the result of the negligence or willful misconduct of the City Parties. The foregoing indemnity shall include 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 longer 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.

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 the public health, safety and welfare. Developer shall have the vested right to develop the Project as set forth in the Approvals and this Agreement, including 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, and the provisions for open space, 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 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 § 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, City is allowing significantly more development than what is allowed under the pre-existing zoning and more than what would be allowed under pre-existing zoning in conjunction with the State Density Bonus Law, Affordable Housing Bonus Program or any other state or local commercial, industrial, or residential development bonus program. 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 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 the 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, Design Standards and Guidelines, and Conditional Use Authorization for a Planned Unit Development for such modifications and changes, and that are approved at the sole discretion of the City. City would not be entering into this Agreement and approving this Project, including the Project SUD, Zoning Map amendments, and Vested Elements, were the Developer to be able to use any other development bonus in conjunction therewith, and City has negotiated the public benefits and other provisions of this Agreement based on the specific land use program as established in the Project SUD as adopted, including the Zoning Map amendments, inclusive of the modification processes allowed therein and as may be approved in the future by the City.

5.1.2 Applicability of AB 98. On January 1, 2025, Assembly Bill 98 (2024) became effective statewide, as codified at California Government Code section 65098 *et seq*. ("**AB 98**"). AB 98 prescribes statewide design and operational standards for proposed new or expanded developments that include "logistics uses," as defined in Government Code section 65098(d), beginning January 1, 2026. AB 98 provides that a logistics project that was "subject to

a commenced local entitlement process" prior to September 30, 2024 is not subject to AB 98, unless no "development activity" occurs within five years of entitlement approvals. The Parties acknowledge and agree that (i) the Project is proposed to include "logistics uses" within the meaning of AB 98 that may exceed 250,000 square feet, (ii) the Project was subject to a commenced local entitlement process prior to September 30, 2024 and therefore is not subject to the requirements of AB 98 unless no development activity occurs within five years of entitlement approvals, and (iii) unless AB 98 is amended or construed by a court with proper jurisdiction to the contrary, the City shall consider Developer's submittal of an application for a Site Permit or Street Improvement Permit to be conclusive evidence of development activity for purposes of AB 98. Notwithstanding the foregoing, the Parties also acknowledge and agree that the Project substantially complies with the design and operational criteria set forth in Government Code section 65098.1(a), including the requirements for a "Tier 1 21st century warehouse" as defined in section 65098(g).

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 Operative Date ("**Existing Standards**"), 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 includes express waivers and amendments to Chapter 56 consistent with this Agreement.

5.2.1 Code Waivers. Pursuant to the Enacting Ordinance and this Agreement, certain provisions of the San Francisco Municipal Code are waived.

5.2.2 No Implied Waiver of Codes. Except as expressly set forth in the Enacting Ordinance and 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 or 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 3.4.4, 5.2, 5.3, and 5.4.

5.2.3 General Plan Consistency Findings. The Parties acknowledge that the Project is consistent with the City's General Plan and 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 Developer acknowledges that the General Plan Consistency Findings do not limit the City's discretion in connection with any Later Approval that (a) requires new or revised General Plan consistency findings because of Material Changes, Project Changes, or amendments to any of the Approvals, or (b) 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 any required Later Approval before Commencement of Construction, or any demolition or partial demolition of existing structures, for which such Later Approval is required. The City, in granting the Approvals described in Exhibit C (the "**Initial Approvals**") and vesting the Project through this Agreement, is limiting its future discretion with respect to Later Approvals. The City shall not disapprove applications for Later Approvals based upon an item or element that is consistent with the Approvals and shall consider all such applications in accordance with its customary practices (subject to the requirements of this Agreement). The City may condition a Later Approval in a manner consistent with the Approvals or 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 and this Agreement. Nothing in this Agreement shall preclude the City from applying New City Laws for any development not within the definition of the "Project" under this Agreement.

5.4 Strict Building Code Compliance.

5.4.1 City-Wide Building Codes. Notwithstanding anything in this Agreement to the contrary, except as otherwise provided in Exhibit R (Applicable Impact Fees and Exactions, Exhibit V (List of Required Exceptions to Subdivision Regulations to Implement Infrastructure Plan), and Section 5.4.2, 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 San Francisco Building Codes, including the Public Works Code (which includes the Stormwater Management Ordinance), Subdivision Code, Mechanical Code, Electrical Code, Green Building 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 generally approved the Streetscape Improvements, as set forth in the Infrastructure Plan (including the plans incorporated therein), as consistent with the City's central policy objective to ensure street safety for all users while maintaining adequate clearances, including for fire apparatus vehicles 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 changes to Existing Standards create a conflict with infrastructure shown in the Infrastructure Plan such that the required infrastructure cannot be installed to then-Existing Standards in the proposed right-of-ways, so long as such determination is made either (i) before approval of a Tentative Street Improvement Permit as set forth in Section 3.4.2, or (ii) 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. Except as otherwise expressly provided in the Infrastructure Plan, nothing in this Section 5.4.2 limits the SFPUC's and/or PW's right to disapprove the treatment or condition the treatment of any existing permitted or unpermitted encroachments in the public right-of-way. Except as provided in the two foregoing sentences, no City Agency with jurisdiction may object to a Later Approval for any of the Buildings or Streetscape Improvements due to the proposed width or design of a sidewalk, pathway, or street, 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, then 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 Applicable Laws.

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 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 (2) years of the plans having been approved, subject to extensions for Excusable Delay, and (ii) the standards are compatible with, and would not require in a material manner, any retrofit, 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 9.2 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 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 Public Improvements, such denial must be consistent with Section 5.3 and 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 Operative Date ("**New City Laws**") shall apply to the Project and the Project Site except to the extent they conflict with this Agreement or the terms and conditions of the Approvals. In the event of such a conflict, the terms of this Agreement and the Approvals shall prevail, subject to the terms of Section 5.8. As used in this Section 5.6 and Section 5.4.3, 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 or 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; 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, or any part thereof, or otherwise require any reduction in the height, bulk, or massing of individual Buildings, including reduced building floorplates or increased modulation or articulation requirements than are permitted under the Approvals;

(c) limit, reduce, or change the amount of parking and loading spaces, or location of ramp configuration, vehicular access, parking or loading for the Project and Project Site from that permitted under the Approvals;

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

(e) change or limit the Approvals or Existing Uses;

(f) 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 described in this Agreement;

(g) require modifications to existing or proposed utility infrastructure unless permitted by Section 5.4.3 hereof;

(h) require the issuance of permits or approvals or impose new conditions to the issuance of permits or approvals by the City other than those required under the Existing Standards, except for permits or approvals that are (i) required on a City-Wide basis, (ii) relate to the construction of improvements, and (iii) do not prevent construction, materially and unreasonably delay construction, or materially and unreasonably increase the costs of design or construction of the Project as intended by this Agreement;

(i) limit or control the availability of public utilities, services or facilities, or any privileges or rights to public utilities, services, or facilities for the Project, excluding the City's ability to implement energy or water conservation standards or other resiliency or sustainability measures that are imposed on a City-Wide basis to similarly situated properties;

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

(k) increase the required square footage of the Affordable PDR Program, change the affordability levels for the Affordable PDR Program, control or limit common area dues or amenity charges, or place restrictions on the right to alienate, transfer or otherwise dispose of property as provided in the Affordable PDR Program contained in Exhibit D; or

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

5.6.2 Subdivision Maps. Notwithstanding the process for obtaining a Tentative Street Improvement Permit described in Section 3.4.2, Developer shall have the right, from time to time and at any time, to file Subdivision Map applications (including phased final map applications and development-specific condominium map or plan applications) with respect to some or all of the Project Site in lieu of or after completing the process detailed in Section 3.4.2, and to 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 as generally described in Exhibit B and depicted in Exhibit B-1. The specific boundaries of Development Parcels, if different from those existing at the Operative Date or as established via exempt conveyance in accordance with Section 3.4.7(a), shall be set by Developer and subject to approval by the City during such

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. If there are outstanding obligations in a Tentative Street Improvement Permit that relate to a parcel for which Developer later files a Subdivision Map application, then such obligations shall be incorporated into the applicable Subdivision Map and the Subdivision Map Act (including the City's Subdivision Code and Subdivision Regulations) shall address all such outstanding items. Prior to recording any final Subdivision Map with respect to the Project, Developer shall cause any then-existing Mortgagee to provide its authorized signature on such final Subdivision Map (or any other written approval permitted under Applicable Law.)

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, or the Project Site (or in the case of a Transferee, to the portion of the Project Site owned by the Transferee), by giving the City written notice of its election to have a New City Law applied, in which case such New City Law shall be deemed to be an Existing Standard as to the Project (or portion thereof) or the Project Site (or portion thereof), as applicable; provided that the New City Law may not result in the reduction of an Associated Community Benefit. In addition, if the application of the New City Law (i) would constitute a change to the Infrastructure Plan or increase the liability or obligations of 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 Exhibit R (Applicable Impact Fees), and the City shall not impose any new Processing Fees or Impact Fees and 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 have the right to develop the Project pursuant to specified and known criteria and rules, and that the City receive the benefits which will be conferred as a result of such development without abridging the right of the City to act in

accordance with its powers, duties and obligations, except as specifically provided in this Agreement.

5.7.2 Impact Fees and Exactions. During the Initial Term and 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 in Exhibit R (the "**Applicable Impact Fees and Exactions**"). Annual inflation adjustments at the rate specified in Planning Code Section 409 shall be applied to the Applicable Impact Fees and Exactions from the Operative Date until paid. The Project will be eligible for the Fee Deferral Program contained in Building Code Section 107A.13.3, pursuant to Planning Code Section 403 as it exists on the Operative Date, regardless of phase of development during the Term. Notwithstanding anything to the contrary in Planning Code Section 403, for any Building that has received a site permit on or before November 1, 2026, subject to extensions for Excusable Delay, and then receives a First Construction Document within thirty (30) months of site permit approval, a thirty three percent (33%) reduction of Applicable Impact Fees and Exactions shall be applied. The Parties acknowledge and agree that the Impact Fees and Exactions are subject to the Planning Department's final confirmation once the applicable final land uses and Gross Floor Area are determined. For avoidance of doubt, the provisions of Planning Code Section 402(e)(1)-(2) pertaining to modification, extension, or renewal of a development application shall not apply to the Project, and Planning Code Section 402(e)(4)(B) shall not be interpreted to allow for the Planning Department to assess applicable fees at the earlier of site or building permit issuance.

During the First Extended Term, the rates of the Impact Fees and Exactions shall be reset to the then-current Municipal Code requirements. During the Second Extended Term, if approved, (i) the rates of the 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 or the applicable portion thereof, so long as the new Impact Fee and Exaction is (*y*) generally applicable on a City-Wide basis for similar land uses or on a City-Wide basis for similarly situated properties, and (*z*) does not pertain to those items listed in Exhibit R of this Agreement.

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)(a) is limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public, or (b) is required to comply with changes to 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 generally applicable on a City-Wide basis for similar land uses or on a City-Wide basis for similarly situated properties and applied in an equitable and non-discriminatory manner. Developer retains the right to dispute any City reliance on the Public Health and Safety Exception or the Federal or State Law Exception. If the Parties are not able to reach agreement on such dispute following the meet and confer process in Section 9.2, then Developer or City may seek judicial relief with respect to the matter.

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

5.8.3 Changes to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute. No amendment of or addition to the Development Agreement Statute that would affect the interpretation or enforceability of this Agreement or increase the obligations or diminish the 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 as currently contemplated by the Approvals, or any material portion thereof, such that the Project, or the applicable portion thereof, becomes economically infeasible (a "**Law Adverse to Developer**"), then Developer shall notify the City and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. If any of the modifications, amendments or additions described in Section 5.8 would materially and adversely affect or limit the Community Benefits (a "**Law Adverse to 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 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 in writing to Developer, a potential Transferee, a potential lessee or ground lessee of a lease term of thirty-five (35) years or more, a potential lender to Developer or a Transferee, or a potential investor in Developer or a Transferee, that to the Planning Director's actual knowledge after inquiry to PW and OEWD: (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended or modified, or 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, describing the nature and extent of any such Defaults, and (iv) stating 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 his or her actual knowledge without duty of inquiry, and the City shall not have any obligation to certify as to any 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 such certificate within thirty (30) days following receipt of the request.

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

5.12 Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute, on its own initiative, proceedings for any new or increased special tax or special assessment for a land-secured financing district (including the special taxes

under the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq*.) but not including 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) the City shall not institute, on its own initiative, any tax or assessment targeted or directed at the Project, including any tax or assessment targeted solely at all or any part of the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any portion thereof, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

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, except that Developer must complete any Associated Community Benefits as set forth in Section 4.1 pursuant to the Community Benefits Schedule (Exhibit N) if such Associated Community Benefits obligation has been incurred. The development of the Project is subject to numerous factors that are not within the control of Developer or the City, such as availability of financing, interest rates, access to capital, and similar factors. Except as expressly required by this Agreement, the City acknowledges that Developer may develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment. In *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), the California Supreme Court ruled that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development and controlling the parties' agreement. It is the intent of the Parties to avoid such a result by acknowledging and providing for the timing of development of the Project in the manner set forth herein. 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 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.

7. MUTUAL OBLIGATIONS

7.1 Notice of Fulfilled Associated Community Benefits, Revocation or Termination. Within thirty (30) days after any early revocation or termination of this Agreement (as to all or any part of the Project Site), the Parties agree to execute a written statement acknowledging such revocation or termination, signed by the appropriate agents of the City and Developer, and record such instrument in the Official Records. In addition, within thirty (30) days after Developer's request, when a Building or 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 Benefits in the form attached as Exhibit H 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 Initial Approvals, any Later Approvals and this Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of this Agreement, the Initial 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. The Parties agree that the Planning Department will act as the City's lead agency to facilitate coordinated City review of applications for the Project.

7.3 Third-Party Challenge. Upon City's notification of a Third Party Challenge, Developer shall assist and cooperate with the City at Developer's own expense in connection with any such Third-Party Challenge. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of the Third-Party Challenge, at the City Attorney's sole discretion. Developer shall reimburse the City for its actual costs 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 monthly invoices for all such costs.

7.3.1 To the extent that any such action or proceeding challenges, or a judgment is entered limiting, Developer's right to proceed with the Project or any material portion thereof (whether Commencement of Construction has occurred 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 Site, 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.

7.3.2 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 implementing the Initial 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 Initial 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.

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 Operative Date), at the beginning of the second week of each January following the Operative Date 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.

8.2 Review Procedure. In conducting the required 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. Upon request by the Planning Director but not more than sixty (60) days or less than forty-five (45) days before the Annual Review Date, Developer shall provide a letter (a "**Compliance Letter**") to the Planning Director confirming, with appropriate backup documentation, Developer's compliance with this Agreement for the preceding calendar year, including, but not limited to, the status of Later Approvals that have been sought and/or granted, and compliance with the requirements regarding Community Benefits, Impact Fees and Exactions, and the environmental mitigation measures identified in the FEIR. The burden of proof, by substantial evidence, of compliance is upon Developer. The Planning Director may elect to waive Developer's obligation to provide backup documentation with a Compliance Letter if no significant construction work occurred on the Project during that year, or if such documentation is otherwise not deemed necessary by the Planning Director. 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 letter, the Planning Director shall review the information submitted by Developer and all other available evidence regarding Developer's compliance with this Agreement, and shall consult with applicable City Agencies as appropriate. All such available evidence, including final staff reports, shall, upon receipt by the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether Developer has complied with the terms of this Agreement (the "**City Report**"), and post the City Report on the Planning Department's website. If the Planning Director finds on the basis of substantial evidence that Developer has not complied in good faith with the terms and conditions of this Agreement, determines that the public interest would be served by further review, or if a member of the Planning Commission or Board of Supervisors requests further review, then the City shall conduct a public hearing and may pursue

available rights and remedies in accordance with this Agreement and Chapter 56. The City's failure to initiate or to timely complete the annual review shall not be a Default and shall not be deemed to be a waiver of the right to do so at a later date. All reasonable 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 one or more Transfers 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 review process will proceed as one for the entire Project. Notwithstanding the foregoing, the Planning Commission and Board of Supervisors shall make their determinations and take their actions 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 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 in which such Party has an interest.

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

9.2 Meet and Confer Process. Before sending a Notice of Pending Default in accordance with Section 9.3, 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 4.4.5) 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; provided,

however, the meet and confer 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.

9.2.1 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; (ii) for disputes related to matters under the jurisdiction of SFPUC, the appropriate manager; (iii) for disputes related to matters under the jurisdiction of the Planning Department, the principal planner; and (iv) 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. If the First-Level meeting set forth in this Section 9.2.1 does not occur within ten (10) business days following a request by either Party, or if the Parties are unable to resolve the matter within that timeframe, then the requesting Party may proceed with the Second-Level meeting process outlined in Section 9.2.2 below.

9.2.2 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 the Planning Department, the Planning Director, and (iv) 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. If the Second-Level meeting set forth in this Section 9.2.2 does not occur within ten (10) business days following a request by either Party, or if the Parties are unable to resolve the matter within that timeframe, then the requesting Party may proceed with the Third-Level meeting process outlined in Section 9.2.3 below.

9.2.3 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 Third-Level City Contact has not occurred within ten (10) business days of such request, or if the Parties are unable to resolve the matter within that timeframe, 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 Pending Default under Section 9.3.

9.3 Default. The following shall constitute a "**Default**" under this Agreement: (i) the failure to make any payment within sixty (60) calendar days following notice that such payment was not made when due and demand for compliance; and (ii) the failure to perform or fulfill any other material term, provision, obligation, or covenant of this Agreement and the continuation of such failure for a period of sixty (60) calendar days following notice and demand for compliance (each such notice and demand for compliance shall be known as a "**Notice of Pending Default**," and each such failure as a "**Pending Default**" until the expiration of any applicable cure period.) Notwithstanding the foregoing, if any such non-monetary failure can be cured but the cure cannot reasonably be completed within sixty (60) days, then it shall not be considered a Default if a cure is commenced within said 60-day period and diligently prosecuted to completion thereafter. Any Notice of Pending 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). If before the end of the applicable cure period the failure that was the subject of a Notice of Pending Default has been cured to the reasonable satisfaction of the Party that delivered such notice, such Party shall issue a written acknowledgment to the other Party of the cure of such failure upon the request of the curing Party. Notwithstanding any other provision in this Agreement to the contrary, if Developer conveys or transfers some but not all of the Project or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore there is more than one Party that assumes obligations of "Developer" under this Agreement, there shall be no cross-default between the separate Parties that assumed or retained Developer

obligations. 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.

9.4 Remedies.

9.4.1 Specific Performance. Subject to, and as limited by, the provisions of Sections 6, 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, if the City is the non-defaulting Party, following a public hearing at the Board of Supervisors regarding such event of Default and proposed termination, the non-defaulting Party may elect to terminate this Agreement by sending a notice of termination to the other Party, which notice of termination shall state the Default. Any such termination shall be in accordance with Section 11.2, and shall be effective upon the date set forth in the notice of termination which shall in no event be earlier than sixty (60) 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 damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: (1) either Party shall have the right to recover actual damages only (and not consequential, punitive or special damages, each of which is hereby expressly waived) for a Party's failure to pay sums to the other Party as and when due under this Agreement, (2) the City shall have the right to recover actual damages for Developer's failure to

make any payment due under any indemnity in this Agreement, (3) to the extent a court of competent jurisdiction determines that specific performance is not an available remedy with respect to a Default resulting from Developer's failure to perform an Associated Community Benefit, the City shall have the right to monetary damages equal to the costs that the City incurs or will incur to Complete the Associated Community Benefit as determined by the court, less any amounts available to the City from security held by the City for Developer's obligation, (4) either Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 9.6, and (5) the City shall have the right to administrative penalties or liquidated damages if and only to the extent expressly stated in an Exhibit to this Agreement or in the applicable portion of the San Francisco Municipal Code incorporated into this Agreement. For purposes of the foregoing, "**actual damages**" means the actual amount of the sum due and owing under this Agreement, with interest as provided by Law, together with such judgment collection activities as may be ordered by the judgment, and no additional sums.

9.4.4 City Processing/Certificates of Occupancy. The City shall not be required to process any requests for approval or take other actions under this Agreement during any period in which payments due the City from Developer are not made within sixty (60) calendar days of Developer's receipt of City's invoice therefor; provided, however, if a Mortgagee elects to make such payment 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 on payments due to the City under this Agreement. The City shall have the right to withhold any (i) TCO for a Building, or (ii) Later Approval applicable to other non-TCO-based milestones described in the Community Benefits Schedule, until all of the Associated Community Benefits tied to that Building or milestone and required to be Completed are Completed in accordance with Section 4.1.2 and the Community Benefits Schedule. All of the Associated Community Benefits, including Public Improvements tied to a Building, must be Completed in accordance with the Community Benefits Schedule and the Infrastructure Plan (as applicable); provided, if the City issues a TCO or Later Approval 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.

9.6 Attorneys' Fees. Should legal action be brought by either Party against the other for a Default under this Agreement or to enforce any provision herein, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs. For purposes of this Agreement, "**reasonable attorneys' fees and costs**" means the reasonable fees and expenses of counsel to the Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants, and fees billed for law clerks, paralegals, librarians, and others not admitted to the bar but performing services under the supervision of an attorney. The term "**reasonable attorneys' fees and costs**" shall also include all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Agreement, the reasonable fees of attorneys of the City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the Law for which the City Attorney's Office's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

10. FINANCING; RIGHTS OF MORTGAGEES

10.1 Developer's Right to Mortgage. Nothing in this Agreement limits the right of Developer to mortgage or otherwise encumber all or any portion of the Project Site for the benefit of any Mortgagee as security for one or more loans. Developer represents that, as of the Effective Date, there are no Mortgages on the Project. Prior to commencing construction under the First Construction Document for the Project, Developer shall cause any then-existing Mortgage(s), to be subordinated to this Agreement.

10.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement (except as set forth in this Section and Section 10.6), a Mortgagee, including any Mortgagee who obtains title to the Project Site or any part thereof as a result of a Foreclosure, 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, obtains title to some or all of the Project Site from or through the Mortgagee, or any other purchaser at a foreclosure sale other than the Mortgagee itself. Nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any Mortgagee or any other person or entity to devote the Project Site or any part thereof to any uses other than uses consistent with this Agreement and the Approvals, and nothing in this Section shall be deemed to give any Mortgagee or any other person or entity the right to construct any improvements under this Agreement (other than as set forth above for required Associated Community Benefits or as needed to conserve or protect improvements or construction already made) unless or until such person or entity 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.

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

to each such Mortgagee at such applicable address (a "**Mortgagee's Default Notice**"). A delay or failure by the City to provide such Mortgagee's Default Notice required by this Section shall extend, for the number of days until notice is given, the time allowed to the Mortgagee for cure. In accordance with Section 2924b of the California Civil Code, the City requests that Mortgagee mail a copy of any notice of default and a copy of any notice of sale under any Mortgage to the City at the address for notices under this Agreement. Any Mortgagee relying on the protections set forth in this Article 10 shall promptly send to the City a copy of any notice of default and notice of sale.

10.3.1 Each Mortgagee is entitled to receive notices in accordance with Section 10.3 provided such Mortgagee has delivered a notice to the City in substantially the following form: "The undersigned does hereby certify that it is a Mortgagee, 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 Prologis, L.P., a Delaware limited partnership ("Developer"), to [Name of Mortgagee's borrower] ("Borrower") and holds a Mortgage 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 Mortgagee'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 Mortgagee's Option to Cure Defaults. After receiving any Mortgagee's Default Notice referred to in Section 10.3, each Mortgagee shall have the right, at its option, to commence within the same period as the Developer to remedy or cause to be remedied any Pending Default, plus an additional period of: (a) sixty (60) days to cure a monetary Pending Default; and (b) one hundred twenty (120) days to cure a non-monetary Pending Default which is susceptible of cure by the Mortgagee without obtaining title to the applicable property, and during the pendency of such cure period, the City shall refrain from exercising any of its remedies with respect to the Pending Default. If a Pending Default is not cured within the applicable cure period, the City nonetheless shall refrain from exercising any of its remedies with respect to the Pending Default if, within the Mortgagee's applicable cure period: (i) the Mortgagee notifies the City that

it intends to pursue Foreclosure and proceeds with due diligence thereafter; and (ii) the Mortgagee commences Foreclosure proceedings within sixty (60) days after giving such notice, and thereafter diligently pursues such Foreclosure to completion; and (iii) after obtaining title, the Mortgagee diligently proceeds to cure those events of Pending Default: (A) which are required to be cured by the Mortgagee and are susceptible of cure by the Mortgagee, and (B) of which the Mortgagee has been given notice by the City. Any such Mortgagee or Transferee of a Mortgagee who shall properly complete the improvements relating to the Project Site or applicable part thereof shall be entitled, upon written request made to the Agency, to a Notice of Fulfilled Associated Community Benefits. Nothing in this Article 10 shall prevent City from suspending or discontinuing any City Agency's ongoing tasks under this Agreement pursuant to Section 9.4.4.

If a Mortgagee is prohibited by any process or injunction issued by any court by reason of any bankruptcy or insolvency proceeding involving Developer (or direct or indirect equity interests in Developer, as applicable) from commencing or prosecuting a Foreclosure, the times specified in this Section for commencing or prosecuting such Foreclosure shall be extended for the period of such prohibition, provided that Mortgagee shall have fully paid any past-due monetary obligations of Developer under this Agreement within the time period set forth in this Section, 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 Mortgages.

10.5.1 If at any time there is more than one Mortgage constituting a lien on a single portion of the Project Site or any interest therein, the lien of the Mortgagee prior in time to all others or a Mortgagee that has obtained the written consent of all Mortgagees that are senior to such Mortgagee (the "**Curing Lender**") will be vested with the rights under Section 10.4 to the exclusion of the holder of any other Mortgage; provided that if the Curing Lender fails to exercise the rights set forth in Section 10.4, then the holder of a junior Mortgage 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 Mortgages senior to it have either failed to exercise the rights set forth in Section 10.4, or designated such Mortgagee 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 Mortgagee to any notice by the City will not

extend (i) any cure period, or (ii) Developer's or any Mortgagee'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 Mortgages on real property, may be relied upon by the City as conclusive evidence of priority.

10.6 Mortgagee's Obligations with Respect to the Property. Notwithstanding anything to the contrary in this Agreement, no Mortgagee shall have any obligations or other liabilities under this Agreement unless and until it (i) acquires title by any method to all or some portion of the Project Site (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) with respect to the Foreclosed Property. In addition, no Mortgagee shall be subject to any construction schedule of performance or required construction completion dates (if any) applicable to the Foreclosed Property; provided that any Community Benefits Schedule requirements shall remain unchanged. A Mortgagee that, by Foreclosure under a Mortgage, acquires title to any Foreclosed Property shall take title subject to all of the terms and conditions of this Agreement, to the extent applicable to the Foreclosed Property, including any claims for payment or performance of obligations which are due as a condition to enjoying the benefits of this Agreement and shall have all of the rights and obligations of Developer under this Agreement as to the applicable Foreclosed Property, including completion of any applicable Associated Community Benefits under Section 4.1. Upon the occurrence and continuation of a Default by a Mortgagee or Transferee in the performance of any of the obligations to be performed by such Mortgagee or Transferee pursuant to this Agreement, the City shall be afforded all its remedies for such Default as provided in this Agreement.

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

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

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 and Developer or any Transferee may amend this Agreement as it affects Developer or the Transferee and the portion of the Project Site owned by Developer or the Transferee without affecting other portions of the Project Site or other Transferees. Other than upon the expiration of the Term and except as provided in Sections 2.2, 7.3.1, 9.4.2, and 11.2, this Agreement may only be terminated with the mutual written consent of the Parties. Any amendment to this Agreement that does not constitute a Material Change may be agreed to by the Planning Director (and, to the extent it affects any rights or obligations of a City Agency, with the approval of that City Agency). 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 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 a Building or Public Improvements that has Commenced Construction in reliance thereon, and (ii) any zoning or General Plan related Approval that remains in effect, unless and until amended by the City. In the event of any termination of this Agreement by Developer resulting from a Default by the City and except to the extent prevented by such City Default, Developer's obligation to Complete the Associated Community Benefits shall continue as to any Building that has Commenced Construction or other milestone pursuant to the Community Benefits Schedule that Developer has achieved, and all relevant and applicable provisions of this Agreement shall be deemed to be in effect as such provisions are reasonably necessary in the construction, interpretation or enforcement of this

Agreement as to any such surviving obligations. The City's and Developer's rights and obligations under this Section 11.2 shall survive the termination or expiration of this Agreement.

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, 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. For avoidance of doubt, the Design Standards and Guidelines may be amended or modified per the procedures therein without requiring any amendment to this Agreement. 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 Approvals, and any such changes shall not be deemed to conflict with or require an amendment to this Agreement or the Approvals so long as they do not constitute a Material Change. 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 such changes will not 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) Material IP Amendments. If an amendment of the Infrastructure Plan is proposed, the City shall first determine whether or not it is a Material IP Amendment. 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.

(b) Non-Material IP Amendments. 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. For clarity, the exception process in the Subdivision Code does not render an Infrastructure Plan amendment a "Non-Material IP Amendment" pursuant to Section 11.3.2(b)(ii) simply because PW is able to grant an exception to the Subdivision Code for such Infrastructure Plan amendment. Any Non-Material IP Amendment will require the approval in writing of Developer, the Planning Director, and the PW Director, with the consent of the Executive Director or equivalent position at any City Agency whose rights,

obligations, or facilities would be affected would be affected by the proposed Non-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 (a "**Litigation Extension**"). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

11.4.2 "**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 saws; strikes or the substantial interruption of work because of labor disputes; inability to obtain materials; 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 Excusable Delay, the Parties agree that (i) the time periods for performance of the delayed Party's obligations impacted by the Excusable Delay shall be strictly limited to the period of such delay,

interruption or prevention and the delayed Party shall, to the extent commercially reasonable, act diligently and in good faith to remove the cause of the Excusable Delay or otherwise complete the delayed obligation, and (ii) following the Excusable Delay, a Party shall have all rights and remedies available under this Agreement, if the obligation is not completed within the time period as extended by the Excusable Delay. If an event which may lead to an Excusable Delay occurs, the delayed Party shall notify the other Party in writing of such occurrence as soon as possible after becoming aware that such event may result in an Excusable Delay, and the manner in which such occurrence is likely to substantially interfere with the ability of the delayed Party to perform under this Agreement. 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. At any time, Developer shall have the right to convey, assign or transfer all of its right, title and interest in and to all or part of the Project Site (a "**Transfer**") to a party (including any Mortgagee) without the City's consent, provided that it also transfers to such party (the "**Transferee**") all, or a correspondingly appropriate portion of its interest, rights or obligations under this Agreement with respect to such portion of the Project Site together with any real property required to Complete the Associated Community Benefits for such transferred portion (the "**Transferred Property**"). Developer shall not, by Transfer, separate a portion of the Project Site from the Associated Community Benefits tied to that portion of the Project Site without the prior written consent of the Planning Director. Notwithstanding anything to the contrary in this Agreement, if Developer Transfers one or more parcels such that there are separate Developers within the Project Site, then the obligation to perform and Complete the Associated Community Benefits for a Building shall be the sole responsibility of the applicable Developer (*i.e.*, the person or entity that is the Developer for the Development Parcel on which the Building is located), in accordance with the requirements set forth in the Community Benefits Schedule; provided, however, that any ongoing obligations (such as landscaping maintenance) may be transferred to a commercial or other management association ("**CMA**") on commercially reasonable terms so long as the CMA has the financial capacity and ability to perform the obligations so transferred.

12.2 Notice of Transfer. Developer shall provide not less than ten (10) days' notice to the City before any proposed Transfer of its interests, rights and obligations under this

Agreement, together with a copy of the assignment and assumption agreement for the relevant Development Parcel or Parcels (the "**Assignment and Assumption Agreement**"), except that no advance notice shall be required for a Foreclosure by a Mortgagee. The Assignment and Assumption Agreement shall be in recordable form, in substantially the form attached as Exhibit G (including the indemnifications, the agreement and covenant not to challenge the enforceability of this Agreement, and not to sue the City for disputes between Developer and any Transferee) and any material changes to the attached form will be subject to the review and approval of the Director of Planning, not to be unreasonably withheld or delayed. The Director of Planning shall use good faith efforts to complete such review and grant or withhold approval within thirty (30) days after the Director of Planning's receipt of such material changes. Notwithstanding the foregoing, any Transfer of ongoing Community Benefit obligations to a CMA as set forth in Section 12.1 shall not require the transfer of land or any other real property interests to the CMA.

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 assignor shall be released from any prospective liability or obligation under this Agreement related to the Transferred Property, as specified in the Assignment and Assumption Agreement, and the Transferee shall be deemed to be "Developer" under this Agreement with all rights and obligations related thereto with respect to the Transferred Property. Notwithstanding anything to the contrary contained in this Agreement, if a Transferee defaults under this Agreement, such default shall not constitute a Default by Developer or any other Transferee with respect to any other portion of the Project Site and shall not entitle the City to terminate or modify this Agreement with respect to such other portion of the Project Site, except as otherwise provided herein. Additionally, the annual review provided by Section 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 obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert as a defense against the City's enforcement of performance of such obligation that such obligation (i) is attributable to Developer's breach of any

duty or obligation to the Transferee arising out of the Transfer or the Assignment and Assumption Agreement or any other agreement or transaction between Developer and the Transferee, or (ii) relates to the period before the Transfer. The Parties acknowledge and agree that a failure to fulfill a Mitigation Measure may, if not fulfilled, 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 fulfillment of the Mitigation Measure is a condition to the other party's right to proceed, as described in the Mitigation Measure, and Developer and all Transferees assume this risk. Developer acknowledges and agrees that a failure to timely Complete an Associated Community Benefit may, if not Completed, delay or prevent a different party's ability to obtain a temporary or final certificate of occupancy for a specific Building or improvement under this Agreement 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 the Community Benefits Schedule, 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 development, operation, and use of the Project Site, (ii) encumbering the Project Site or any portion of the improvements thereon by any Mortgage, (iii) granting an occupancy leasehold interest in portions of the Project Site, (iv) entering into a joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, or (v) transferring all or a portion of the

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

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

13.3 Conflict of Interest. Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq*. and Section 1090 *et seq*. of the California Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the Term.

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 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

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 and 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 it has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 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 Courtney Bell, Vice President of Development-Entitlements, 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, not misleading under the circumstances under which any such statement shall have been 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 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 and Exhibits, and the agreements between the Parties specifically referenced in this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein.

14.2 Incorporation of Exhibits. Except for the Initial Approvals which are listed in Exhibit C 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 65868.5 of the Development Agreement Statute, from and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and, subject to the provisions of this Agreement, including 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, and the City and County of San Francisco shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

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.

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 Project 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 or earlier termination pursuant to the provisions of this Agreement, 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, 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. For convenience of the Parties, copies of notices may also be given by email to the email address number set forth below or other email address as may be provided from time to time, but neither Party may give official or binding notice by email. Such notices or communications shall be given to the Parties at their addresses set forth below:

To City: Sarah Dennis Phillips
Director of Planning
San Francisco Planning Department
49 South Van Ness Avenue, Suite 1400
San Francisco, California 94103
email: _____

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,
San Francisco Gateway Project

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

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

14.20 No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

[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:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Sarah Dennis Phillips
Director of Planning

RECOMMENDED:

_____

By: _____
_____
Director of Public Works

Approved on _____, 20__
Board of Supervisors Ordinance No. _____

Approved as to form:

DAVID CHIU, City Attorney

By: _____
Elizabeth A. Dietrich
Deputy City Attorney

DEVELOPER:

Prologis, L.P.,
a Delaware limited partnership

By: _____

Name: _____

Its: _____

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 _____

MEMORANDUM OF UNDERSTANDING # 1
749 Toland Street

THIS MEMORANDUM OF UNDERSTANDING (this "**MOU**") dated as of February, 2019, is made by and between the City and County of San Francisco, a municipal corporation (the "**City**"), acting by and through its Office of Economic and Workforce Development ("**OEWD**") and Prologis, L.P. ("**Prologis**") in connection with a proposed project at 749 Toland Street and 2000 McKinnon Avenue in San Francisco.

RECITALS

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

A. In December 2016, Prologis filed a preliminary project assessment application (Case No. 2015-012491PPA) for a multi-level production, distribution, and repair ("PDR") development covering 749 Toland Street and 2000 McKinnon Avenue encompassing 2 city blocks and the potential a vacation or closure of a portion of Selby Street between McKinnon Avenue and Kirkwood Avenue (as described in the application, and as may be revised and updated from time to time, the "**Project**").

B. As currently proposed, the Project contemplates redeveloping two parcels in a core industrial area of San Francisco. Two new multi-story production, distribution, and repair ("**PDR**") buildings will serve as a new PDR / industrial facility in place of four one-story, metal clad buildings that will be demolished. Each building will be approximately 130 feet tall, with a maximum height of 155 feet including rooftop appurtenances, totaling approximately 2,371,000 gross square feet of PDR space and approximately 11,000 gross square feet of ground-floor retail space. The Project site is located within the Bayview Hunters Point Area Plan and consists of approximately 743,700 square feet (17.07 acres).

C. While the scope of the Project is not yet final, Prologis has applied for various discretionary approvals, including but not limited to a special use district, a related conditional use authorization and planning code and zoning map amendments and approvals. Prologis and the City desire to negotiate other City agreements related to the construction of the Project, including detailing various public benefits, and a potential development agreement in connection with the Project. The Project and the entitlements will require review and approval by the City's Planning Commission and Board of Supervisors, and may require approval of other City agencies. The parties acknowledge the Project may be modified through community and stakeholder and environmental review and planning processes.

D. The proposed Project would replace former military buildings constructed in 1943 on an under-utilized site with updated, modern, multiple purpose, PDR uses central to San Francisco's diverse economic base (including, without limitation, transportation, distribution, warehousing, manufacturing and maker space), new and varied job opportunities, a community benefits program and increased City revenues, as well as provide roadway, sidewalks and related infrastructure improvements.

E. OEWD is currently working with Prologis, as well as the City Attorney's Office and other City agencies, to determine the appropriate scope of all of the Project transaction and entitlement documents. This MOU provides a payment mechanism for Prologis to reimburse OEWD and other City agencies (including the City Attorney's Office) for staff time and materials expended on any component of the Project.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OEWD and Prologis agree to the following:

1. Negotiations and Entitlement Process. OEWD, working closely with the Planning Department, will act as the lead representative of the City in negotiating the substance of the proposed entitlement package for the Project, including any transaction or approval documents (such documents will be collectively referred to as the "Project Documents"). OEWD will consult with staff from affected City agencies, and such City agencies will contribute personnel and staff time as may be directed by their respective directors or department heads. Following negotiations, all Project Documents will be subject to review and approval of the Planning Commission, applicable City agencies, and the Board of Supervisors, each in their sole discretion.

2. Reimbursement of City Costs.

(a) Prologis will reimburse OEWD for costs incurred by the City for all work associated with the preparing, adopting or negotiating the Project Documents for the Project. Eligible costs will include, without limitation, the (1) fees and expenses of the City Attorney's Office staff at the rates charged by the City Attorney's Office to third party outside developers from time to time, (2) actual fees and expenses of any outside counsel and third party consultants, advisors, and professionals (including, but not limited to, real estate appraisers), (3) actual costs related to public outreach and information; and (4) costs of staff time for the City agencies consulted in connection with the Project Documents. Eligible costs will not include costs that are paid or reimbursed through planning department or other project applications. Before engaging any outside counsel or consultants, OEWD will obtain Prologis's approval regarding the proposed engagement, which approval will not be unreasonably withheld. OEWD will be responsible for coordinating the billing of all City agencies as described in this section.

(b) OEWD will provide Prologis with quarterly invoices. These invoices will indicate the hourly rate for each OEWD or City staff member at that time, the total number of hours spent by each City staff member on the tasks during the invoice period, any additional costs incurred by the City and a brief non-confidential description of the work completed.

(c) The parties anticipate that OEWD and other City staff time to be reimbursed will not exceed $89,544 **[per fiscal year]** based on the following staffing (under a 40-hour work week): up to 10% of the Project Manager's time, plus up to 5% of the PDR Sector Advisor, plus up to 5% of City Attorney staff time. All City staff time will be billed in accordance with this MOU, and the above estimate will not be considered a cap on costs. See Appendix A for current billing rates, **[which are anticipated to be in effect until June 30, 2019]**.

(d) Prologis will pay the invoiced amount within 45 calendar days of receipt from OEWD, provided that (i) that the maximum amount payable will not exceed the budget established in subsection (c) above, as the same may be revised from time to time as provided in Section 14(a), (ii) in the event that City's costs and expenses exceed the amounts set forth in the approved budget, then, notwithstanding anything in this MOU to the contrary, City will have the right to suspend additional work on the Project until the parties reach agreement on a revised budget and additional payments to be made by Prologis, including any amounts due by Prologis for work previously performed, and (iii) in the event the parties cannot reach agreement on a revised budget, or if Prologis fails to pay any amounts due and owing hereunder, then City will have the right to terminate this MOU without cost or liability.

(e) If Prologis in good faith disputes any portion of an invoice, then within 60 calendar days of receipt of the invoice Prologis will provide written notice of the amount disputed and the reason for the dispute, and the parties will use good faith efforts to reconcile the dispute as soon as practicable. Prologis will have no right to withhold the disputed amount. If any dispute is not resolved within 90 days of Prologis's notice to City of the dispute, Prologis may pursue all remedies at law or in equity to recover the disputed amount. Prologis will have no obligation to reimburse City for any cost that is not invoiced to Prologis within twenty-four (24) months from the date the cost was incurred.

(f) If Prologis submits an application for a development agreement, the parties may terminate this MOU and revise the payment mechanisms for the reimbursement of all City costs consistent with San Francisco Administrative Code Chapter 56.

3. City Limitation. Nothing in this MOU will obligate OEWD or any other City department to expend funds or resources, nor will 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 Project. Nothing in this MOU will limit the discretion to be exercised by City staff and City officials in connection with the Project.

4. No Liability; Termination. The parties are entering into this MOU in order to cooperate in negotiating the substance of an entitlement package with respect to the Project. 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 Prologis believes that the City has violated any of the terms of this MOU, Prologis's sole remedy, except as provided in 2(e) above, will be to terminate this MOU. Prologis will be responsible for the eligible costs incurred by any of the City agencies before the termination notification. Notwithstanding anything to the contrary in this MOU, either party will have the right to terminate this MOU at any time and for any reason without cost or liability by providing seven (7) days advance written notice of termination to other party, provided any such termination will not relieve Prologis of its reimbursement obligations with respect to work performed before the date of termination, nor the City of a claim arising under Section 2(e).

5. City Discretion. Prologis acknowledges and agrees that by entering into this MOU, OEWD is not committing itself 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 Planning Commission, the Board of Supervisors, the Mayor, or any other City agency, commission or department, and that the Project Documents and approvals are subject to the prior

approval of the Planning Commission, the Board of Supervisors, and the Mayor (and perhaps other City agencies, as applicable), each in their sole and absolute discretion.

6. Assignment. Prologis may assign its rights and obligations under this MOU to an affiliate or subsidiary entity at any time with notice to but without the consent of OEWD, provided, if such affiliate or subsidiary fails to pay amounts due hereunder, then Prologis will remain liable for such payment.

7. Environmental Review. The Project ultimately proposed by Prologis will 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 department, commission, or any other City decision-maker may consider approving a 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 will be deemed to commit, the City or a City official 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 the "Project" in this MOU will mean the proposed project as revised and 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 will have the absolute discretion before approving that 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.

8. Notices. Unless otherwise indicated elsewhere in this MOU, all notices or other communications required by this agreement shall be in writing and shall be sent by the parties by U.S. mail, and will be addressed as follows:

To OEWD: Ken Rich, Director of Development
c/o Crezia Tano, Project Manager
Office of Economic and Workplace Development
City Hall, Room 448
One Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Phone: 415.554.5194
and
Email: Ken.Rich@sfgov.org

To Prologis: Christine Jackson, Vice President
Prologis
Pier 1, Bay 1
San Francisco, CA 94111
Phone: 415.733.9934
and
Email: cjackson@prologis.com

With a copy to: Prologis
1800 Wazee Street, Suite 500
Denver, CO 80202
Attn: Chief Legal Officer
and
Email: enekrtz@prologis.com

In addition to the foregoing, any notice of default also must be sent by registered mail.

9. California Political Reform Act. The parties acknowledge that payments pursuant to this MOU from Prologis 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.*

10. Notification of Limitations on Contributions. Prologis 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. Prologis 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.

11. No Joint Liability. Nothing in this MOU will be construed as giving a party the right or ability to bind other parties and nothing in this MOU will 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 will remain employees, officers and/or agents of that party and will be subject to the laws, procedures, rules and policies governing that party's employees, officers and/or agents.

12. Sunshine. Prologis 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.

13. Miscellaneous.

(a) This MOU may be modified only in writing and by mutual consent of all parties.

(b) This MOU will become effective when signed by all OEWD and Prologis. It will remain in effect until terminated in writing by either party.

(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 will 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 MOU on the date set forth herein.

City and County of San Francisco, a
municipal corporation, acting by and through its
Office of Economic and Workforce Development

By: _____
Joaquin Torres, Director

Prologis, L.P.
A Delaware limited partnership

By: _____
Christina Jackson
Its: Vice President

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Elizabeth Dietrich, Deputy City Attorney

Appendix A

OEWD / Other City Staff – Billing Rates

(Hourly rates as of July 1, 2018)

Project Manager – Development Agreement	$141
Project Manager – PDR Sector Advisor	$121
City Attorney - Development Agreement	$350 - 530

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

October 15, 2025

Ms. Angela Calvillo, Clerk
Honorable Supervisors Walton, Engardio, Fielder, Chen, and Melgar
Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Re: **Transmittal of Planning Department Case Numbers 2015-012491PCAMAPDVA:**
San Francisco Gateway Special Use District and Development Agreement
(749 Toland Street and 2000 McKinnon Avenue)
Board File Nos. 250426 and 250427

Planning Commission's Action:	**Adopt a Recommendation for Approval**

Dear Ms. Calvillo and Supervisors Walton, Engardio, Fielder, Chen, and Melgar,

On September 25, 2025, the Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Ordinances, introduced by Supervisors Walton, Engardio, Fielder, Chen, and Melgar. Board File No. 250426 is a proposed Ordinance for (1) Planning Code Text Amendments to establish the San Francisco Gateway Special Use District ("SUD"), Planning Code Section 249.7, and (2) Zoning Map Amendments to amend Special Use District Map SU10 and Height and Bulk District Map HT10 at 749 Toland Street, Assessor's Block 5284A Lot 008, and 2000 McKinnon Avenue, Assessor's Block 5287 Lot 002. Board File No. 250427 is a proposed Ordinance approving a Development Agreement between the City and County of San Francisco and Prologis, L.P., for the development of an approximately 17.1-acre site located at 749 Toland Street and 2000 McKinnon Avenue with various public benefits. At the hearing, the Planning Commission adopted a recommendation of approval of both proposed Ordinances.

The proposed amendments received CEQA clearance under Planning Department Case No 2015-01249ENV, Final Environmental Impact Report was certified by the Planning Commission on September 25, 2025.

Please find attached documents relating to the actions of the Commission. If you have any questions or require further information please do not hesitate to contact me.

Sincerely,

Veronica Flores

Veronica Flores for Aaron D. Starr
Manager of Legislative Affairs

cc: Robb Kapla, Deputy City Attorneys
Percy Burch, Aide to Supervisor Walton
John Carroll, Office of the Clerk of the Board
Susan Ma and Jon Lau, Office of Economic Workforce Development's Project Managers

ATTACHMENTS :

Planning Commission Resolution No. 21828 (Planning Code and Zoning Map Amendments Ordinance)
Planning Commission Resolution No. 21829 (Development Agreement Ordinance)
Planning Department Executive Summary

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

PLANNING COMMISSION RESOLUTION NO. 21828

HEARING DATE: SEPTEMBER 25, 2025

Project Address:	**749 Toland Street and 2000 McKinnon Avenue (SF Gateway)**
Case Number:	2015-012491MAP / PCA [Board File No. 250426]
Initiated by:	Supervisors Walton, Engardio, Fielder, Chen, Melgar / Introduced April 22, 2025
Existing Zoning:	Production, Distribution, and Repair -2 (PDR-2) 65-J Height and Bulk Districts
Proposed Zoning:	Production, Distribution, and Repair -2 (PDR-2) 97-X Height and Bulk Districts San Francisco Gateway Special Use District
Cultural District:	African American Arts & Cultural District
Block/Lot:	5284A / 008 and 5287 / 002
Project Sponsor/ Property Owner:	Prologis, L.P.
Address:	Pier 1, Bay 1
City, State:	San Francisco, CA 94111
Staff Contacts:	Gabriela Pantoja, Senior Planner Gabriela.Pantoja@sfgov.org, 628-652-7380 Dylan Hamilton, Citywide Planner Dylan.Hamilton@sfgov.org, 628-652-7444 Liz White, Senior Environmental Planner Elizabeth.White@sfgov.org, (628) 652-7557
Reviewed by:	Joshua Switzky, Deputy Director of Citywide Planning Joshua.Swtizky@sfgov.org, 628-652-7464

RESOLUTION RECOMMENDING APPROVAL OF A PROPOSED ORDINANCE THAT WOULD ADD PLANNING CODE SECTION NO. 249.7 ("SAN FRANCISCO GATEWAY SPECIAL USE DISTRICT" (SUD)), AMEND SPECIAL USE DISTRICT MAP SU10 BY PLACING ASSESSOR'S BLOCK 5284A LOT 008 AND BLOCK 5287 LOT 002 IN THE NEWLY CREATED SUD, AND AMEND HEIGHT AND BULK DISTRICT MAP HT10 BY REZONING THE SUBJECT SITE FROM 65-J TO 97-X; AND ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, MAKING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND THE EIGHT PRIORITY POLICIES OF PLANNING CODE SECTION 101.1, AND MAKING FINDINGS OF PUBLIC NECESSITY, CONVENIENCE, AND WELFARE UNDER PLANNING CODE SECTION 302.

WHEREAS, on April 22, 2025 Supervisors Walton, Engardio, Fielder, Chen, and Melgar introduced a proposed Ordinance under Board of Supervisors (hereinafter "Board") File No. 250426, for (1) Planning Code Text Amendments to establish the San Francisco Gateway Special Use District ("SUD"), Planning Code Section 249.7,

and (2) Zoning Map Amendments to amend Special Use District Map SU10 and Height and Bulk District Map HT10, for Assessor's Block 5284A Lot 008 and Block 5287 Lot 002; and

WHEREAS, pursuant to Planning Code Section 302(b), on April 22, 2025, the Board initiated these Planning Code Text and Zoning Map Amendments; and

WHEREAS, on September 16, 2025, the Board introduced a substitute Ordinance; and

WHEREAS, the Planning Code Text and Zoning Map Amendments would enable the development of the San Francisco Gateway Project ("Project") located at 749 Toland Street, Assessor's Block 5284A Lot 008, and 2000 McKinnon Avenue, Assessor's Block 5287 Lot 002 ("Project Site"), an approximately 17 acre-site owned by Prologis, L.P. ("Project Sponsor"); and

WHEREAS, the Project consists of demolishing four existing Production, Distribution, and Repair ("PDR") buildings totaling approximately 448,000 square feet in size and constructing two three-story mixed-use buildings up to 97 feet in height totaling 1,646,000 gross square feet in size with a mix of uses including up to 1,637,600 square feet of Production, Distribution, and Repair (PDR), Non-Retail Sales and Services, and Automotive Uses as permitted within the PDR-2 Zoning District and SF Gateway Special Use District and approximately 8,400 square feet of Retail Sales and Service Use. Each building will be designed to provide ultimate flexibility for potential future PDR tenants with built-in circulation, ramping, and parking. A total of up to 1,125 off-street parking spaces, 100 Class 1 and 16 Class 2 bicycle parking spaces, and 48 Showers and eight Lockers will be provided throughout the development. The Project is to be developed in two phases, each with one building. Each building will contain up to 563 off-street parking spaces, 50 Class 1 and 8 Class 2 bicycle parking spaces, and 4 showers and 24 lockers. Located within the Bayview neighborhood and bounded by Kirkwood Avenue to the north, Rankin Street to the east, McKinnon Avenue to the south, and Toland Street to the west, the Project will include the construction of streetscape improvements including new paving, ADA ramps, sidewalks, crosswalks, street trees, Class 2 bicycle parking spaces, striped vehicle parking spaces, and passenger and commercial loading spaces; and

WHEREAS, the Planning Code Text Amendments would establish the San Francisco Gateway SUD which outlines the land use and development controls within the SUD, and the Zoning Map Amendments would place the Project Site in the newly created SUD, and amend the Height and Bulk District for the Project Site from 65-J and 97-X; and

WHEREAS, approvals also required for the Project include (1) certification of the Environmental Impact Report pursuant to the California Environmental Quality Act ("CEQA"); (2) adoption of CEQA findings under CEQA, including findings rejecting alternatives as infeasible and adopting a Mitigation Monitoring and Reporting Program ("MMRP"); (3) adoption of a Development Agreement between the Project Sponsor and the City and County of San Francisco; and (4) adoption of a Design Standards and Guidelines Document ("DSG"); and (5) approval of Conditional Use Authorization for a Planned Unit Development; and

WHEREAS, on September 25, 2025, the Planning Commission ("Commission") reviewed and considered the Final Environmental Impact Report ("FEIR") for the Project and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified

the FEIR for the Project in compliance with CEQA (Cal. Pub. Res. Code Sections 21000 et seq.), the State CEQA Guidelines (Cal. Admin. Code Title 14, Sections 15000 et seq.), and Chapter 31 of the San Francisco Administrative Code by Motion No. 21826; and

WHEREAS, on September 25, 2025, the Commission by Motion No. 21827 approved CEQA Findings, including adoption of a Mitigation Monitoring and Reporting Program ("MMRP"), under Case No. 2015-012491ENV, for approval of the Project, which findings and MMRP are incorporated by reference as though fully set forth herein; and

WHEREAS, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Ordinance on September 25, 2025; and

WHEREAS, the Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of Department staff and other interested parties; and

WHEREAS, all pertinent documents may be found in the files of the Department, as the Custodian of Records, at 49 South Van Ness Avenue, Suite 1400, San Francisco; and

WHEREAS, the Commission has reviewed the proposed Ordinance; and

WHEREAS, the Commission finds from the facts presented that the public necessity, convenience, and general welfare require the proposed amendment; and

MOVED, that the Planning Commission hereby adopts a recommendation of approval of the proposed Ordinance.

Findings

Having reviewed the materials identified in the preamble above, and having heard all testimony and arguments, this Commission finds, concludes, and determines as follows:

- The Planning Code Text and Zoning Map Amendments ("Amendments") would enable the development of the San Francisco Gateway Project which will construct flexible PDR spaces that are designed to accommodate present and future industrial activities within close proximity to major highways. The development will be designed to provide ideal conditions for PDR and related activities by facilitating buildings with open floor plans, high ceiling heights, freight loading docks and elevators, and vehicle circulation, ramping and parking.

- The Amendments would enable the Project to create more than one million six hundred thousand square feet of new PDR and related space and add approximately 8,400 square feet of Retail space in both the City and the Bayview neighborhood, thereby increasing the number of PDR and Retail

business and job opportunities and advancing the economic growth and development of the Bayview neighborhood.

- The Amendments would enable the construction of two buildings up to approximately 97 feet in height which in turn will provide thousands of new construction job opportunities. The Project Sponsor has committed to using exclusively union labor for the entirety of the Project's construction period, thereby ensuring that the trade jobs created will be paid a living wage.

- The Amendments would enable the development of the San Francisco Gateway Project which will improve transportation and streetscape conditions in the immediate area for both pedestrians and vehicles. New sidewalks, paved streets, ADA ramps, crosswalks, street trees, commercial and passenger loading zones, and Class 1 and 2 bicycle parking spaces will be provided, in addition the Sponsor's payment of Transportation Sustainability Fees and community benefits payments under the Development Agreement that will fund transportation infrastructure in the area.

General Plan Compliance

The proposed Ordinance is consistent with the following Objectives and Policies of the General Plan:

COMMERCE AND INDUSTRY ELEMENT

OBJECTIVE 1
MANAGE ECONOMIC GROWTH AND CHANGE TO ENSURE ENHANCEMENT OF THE TOTAL CITY LIVING AND WORKING ENVIRONMENT.

Policy 1.2
Assure that all commercial and industrial uses meet minimum, reasonable performance standards.

Policy 1.3
Locate commercial and industrial activities according to a generalized commercial and industrial land use plan.

The proposed Ordinance will help facilitate the development of PDR uses within an already predominately commercial and industrial neighborhood.

OBJECTIVE 2
MAINTAIN AND ENHANCE A SOUND AND DIVERSE ECONOMIC BASE AND FISCAL STRUCTURE FOR THE CITY.

Policy 2.1
Seek to retain existing commercial and industrial activity and to attract new such activity to the city.

The proposed Ordinance will increase the amount of commercial and industrial activity at the development site and facilitate the development of modern mixed-use buildings designed to provide flexibility for future commercial and industrial tenants.

OBJECTIVE 3

PROVIDE EXPANDED EMPLOYMENT OPPORTUNITIES FOR CITY RESIDENTS, PARTICULARLY THE UNEMPLOYED AND ECONOMICALLY DISADVANTAGED.

Policy 3.1
Promote the attraction, retention and expansion of commercial and industrial firms which provide employment improvement opportunities for unskilled and semi-skilled workers.

POLICY 3.2
Promote measures designed to increase the number of San Francisco jobs held by San Francisco residents.

The proposed Ordinance will facilitate the development of large-scale mixed-use buildings designed with ultimate flexibility for PDR and other permitted uses that will promote and increase the number of job opportunities for residents. PDR jobs are characterized to often pay higher wages than other entry-level employment, and do not require significant educational or professional experience.

OBJECTIVE 4
IMPROVE THE VIABILITY OF EXISTING INDUSTRY IN THE CITY, THE EQUITABLE DISTRIBUTION OF INFRASTRUCTURE, AND THE ATTRACTIVENESS OF THE CITY AS A LOCATION FOR NEW INDUSTRY.

POLICY 4.1
Maintain and enhance a favorable business climate in the city.

POLICY 4.7
Improve public and private transportation to and from industrial areas.

The proposed Ordinance will facilitate the development of large-scale mixed-use buildings designed with flexibility for commercial and industrial activities near major highways. The Project will facilitate the improvement of the immediate public of right of way for improved access to and from the area via investments into public transportation infrastructure and safer vehicle and pedestrian conditions.

TRANSPORTATION ELEMENT

OBJECTIVE 1
MEET THE NEEDS OF ALL RESIDENTS AND VISITORS FOR SAFE, CONVENIENT AND INEXPENSIVE TRAVEL WITHIN SAN FRANCISCO AND BETWEEN THE CITY AND OTHER PARTS OF THE REGION WHILE MAINTAINING THE HIGH QUALITY LIVING ENVIRONMENT OF THE BAY AREA.

Policy 1.2
Ensure the safety and comfort of pedestrians throughout the city.

The proposed Ordinance will facilitate a development that includes sidewalks, crosswalks, and other streetscape improvements for improved vehicle and pedestrian safety in the neighborhood.

OBJECTIVE 6

DEVELOP REGIONAL, MULTI-MODAL FACILITIES FOR THE EFFICIENT MOVEMENT OF FREIGHT AND GOODS

Policy 6.1

Designate expeditious routes for freight trucks between industrial and commercial areas and the regional and state freeway system to minimize conflicts with automobile traffic and incompatibility with other land uses.

The proposed Ordinance will facilitate the development of large-scale mixed-use buildings within close proximity to two major highways and within an already predominately commercial and industrial neighborhood. The location of the development near freeways will allow for efficient movement of goods without requiring trucks to travel within San Francisco's neighborhoods for significant distances.

BAYVIEW HUNTERS POINT AREA PLAN

Objectives and Policies

OBJECTIVE 1

STIMULATE BUSINESS, EMPLOYMENT, AND HOUSING GROWTH WITHIN THE EXISTING GENERAL LAND USE PATTERN BY RESOLVING CONFLICTS BETWEEN ADJACENT INDUSTRIAL AND RESIDENTIAL AREAS.

POLICY 1.1

Improve the relationship between housing and industry throughout Bayview Hunters Point, particularly in the Northern Gateway and South Basin areas, where light industry transitions to residential.

POLICY 1.2

Restrict toxic chemical industries and other industrial activities with significant environmental hazards from locating adjacent to or nearby existing residential areas.

POLICY 1.5

Encourage a wider variety of light industrial uses throughout the Bayview by maintaining the newly established Production, Distribution and Repair zoning, by more efficient use of industrial space, and by more attractive building design.

The proposed Ordinance will increase the amount of commercial and industrial activity at an already predominately PDR neighborhood and develop modern mixed-use buildings designed to provide flexibility for future commercial and industrial tenants at a location distant from residential uses.

OBJECTIVE 3

MAKE SURFACE STREET AND FREEWAY IMPROVEMENTS TO ENCOURAGE TRUCK TRAFFIC AWAY FROM NEIGHBORHOOD RESIDENTIAL AND COMMERCIAL AREAS.

POLICY 3.1
Improve and establish truck routes between industrial areas, including those at the Shipyard, and freeway interchanges.

The Project will develop a flexible PDR space within close proximity to existing truck routes and freeway interchanges.

OBJECTIVE 4
DEVELOP AND MAINTAIN A SYSTEM FOR THE EASY MOVEMENT OF PEOPLE AND GOODS, TAKING INTO ACCOUNT ANTICIPATED NEEDS OF BOTH LOCAL AND THROUGH TRAFFIC.

POLICY 4.1
Develop a comprehensive network and schedule of roadway improvements to assure that Bayview maintains an adequate level of service at key intersections as the residential and work force population in the district increases.

POLICY 4.2
Develop the necessary improvements in public transit to move people efficiently and comfortably between different neighborhoods of Bayview Hunters Point, to and from Candlestick Park Point, and to and from Downtown and other parts of the region.

The proposed Ordinance will facilitate the improvement of the immediate public of right of way for improved access to and from the area via investments into public transportation infrastructure and safer vehicle and pedestrian conditions. In addition, a Transportation Demand Management Plan will be developed and implemented to encourage other modes of transportation to the Bayview.

OBJECTIVE 7
ENCOURAGE HEALTHY RETAIL REUSE IN THE EXISTING COMMERCIAL CORE OF THIRD STREET AND COMPLEMENTARY GROWTH IN ADJACENT SECTIONS.

POLICY 7.2
Encourage complementary development adjacent to the Third Street core commercial area.

POLICY 7.3
Develop secondary nodes of commercial activity.

The proposed Ordinance will facilitate the construction of approximately 8,400 square feet of Retail Sales and Service Use that complements the Third Street commercial corridor, a few blocks away.

OBJECTIVE 8
STRENGTHEN THE ROLE OF BAYVIEW'S INDUSTRIAL SECTOR IN THE ECONOMY OF THE DISTRICT, THE CITY, AND THE REGION.

POLICY 8.1
Maintain industrial zones for production, distribution, and repair activities in the Northern Gateway, South Basin, Oakinba, and India Basin Industrial Park subdistricts.

The proposed Ordinance will facilitate the development of a Project that will maintain and expand the amount of PDR space by providing approximately 1,637,600 square feet, or a net increase of approximately 1,189,600 square feet, of space available for PDR use at the Project site.

OBJECTIVE 9
IMPROVE LINKAGES BETWEEN GROWTH IN BAYVIEW'S INDUSTRIAL AREAS AND THE EMPLOYMENT AND BUSINESS NEEDS OF THE BAYVIEW HUNTERS POINT COMMUNITY.

POLICY 9.1
Increase employment in local industries.

POLICY 9.2
Encourage the local business community to play a larger role in Bayview's industrial sector.

POLICY 9.3
Support expanded role of African American firms in distribution and transportation industries.

The proposed Ordinance will facilitate the development of large-scale mixed-use buildings designed with ultimate flexibility for PDR and other permitted uses that will promote and increase the number of local job opportunities for residents in the Bayview. PDR jobs often pay higher wages than other entry-level employment, and do not require significant educational or professional experience.

Planning Code Section 101 Findings

The proposed Amendments to the Planning Code and Zoning Maps are consistent with the eight Priority Policies set forth in Section 101.1(b) of the Planning Code in that:

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

   The proposed Ordinance would not have a negative effect on neighborhood serving retail uses and will not have a negative effect on opportunities for resident employment in and ownership of neighborhood-serving retail. Rather, the proposed Ordinance will increase the number of neighborhood serving retail business and job opportunities in the neighborhood.

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

The proposed Ordinance will have no effect on existing housing and will preserve the existing cultural and economic diversity of the neighborhood.

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

   The proposed Ordinance would not have an adverse effect on the City's supply of affordable housing.

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

   The proposed Ordinance would not result in commuter traffic impeding MUNI transit service or overburdening the streets or neighborhood parking.

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

   The proposed Ordinance would not cause displacement of the industrial or service sectors due to office development. Rather, the Ordinance will increase the number of industrial and service sector job and business opportunities for current and future residents.

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

   The proposed Ordinance would not have an adverse effect on City's preparedness against injury and loss of life in an earthquake.

7. That the landmarks and historic buildings be preserved;

   The proposed Ordinance would not have an adverse effect on the City's Landmarks and historic buildings.

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

   The proposed Ordinance would not have an adverse effect on the City's parks and open space and their access to sunlight and vistas.

Planning Code Section 302 Findings.

The Planning Commission finds from the facts presented that the public necessity, convenience and general welfare require the proposed amendments to the Planning Code as set forth in Section 302.

NOW THEREFORE BE IT RESOLVED that the Commission hereby ADOPTS A RECOMMENDATION FOR APPROVAL of the proposed Ordinance as described in this Resolution.

I hereby certify that the foregoing Resolution was adopted by the Commission at its meeting on September 25, 2025.

Jonas P. Ionin
Commission Secretary

AYES: Campbell, McGarry, Williams, Braun, Imperial, So

NOES: None

ABSENT: Moore

ADOPTED: September 25, 2025

San Francisco Planning

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PLANNING COMMISSION RESOLUTION NO. 21829

HEARING DATE: SEPTEMBER 25, 2025

Project Address:	**749 Toland Street and 2000 McKinnon Avenue (SF Gateway)**
Case Number:	2015-012491DVA [Board File No. 250427]
Initiated by:	Supervisors Walton, Engardio, Fielder, Chen, Melgar / Introduced April 22, 2025
Existing Zoning:	Production, Distribution, and Repair -2 (PDR-2) 65-J Height and Bulk Districts
Proposed Zoning:	Production, Distribution, and Repair -2 (PDR-2) 97-X Height and Bulk Districts San Francisco Gateway Special Use District (SUD)
Cultural District:	African American Arts & Cultural District
Block/Lot:	5284A / 008 and 5287 / 002
Project Sponsor/ Property Owner:	Prologis, L.P.
Address:	Pier 1, Bay 1
City, State:	San Francisco, CA 94111
Staff Contacts:	Gabriela Pantoja, Senior Planner Gabriela.Pantoja@sfgov.org, 628-652-7380 Dylan Hamilton, Citywide Planner Dylan.Hamilton@sfgov.org, 628-652-7478 Elizabeth White, Senior Environmental Planner Elizabeth.White@sfgov.org, (628) 652-7557
Reviewed by:	Joshua Switzky, Deputy Director of Citywide Planning Joshua.Swtizky@sfgov.org, 628-652-7464

RESOLUTION RECOMMENDING THAT THE BOARD OF SUPERVISORS APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND PROLOGIS, L.P. FOR A CERTAIN REAL PROPERTY LOCATED AT 749 TOLAND STREET, ASSESSOR'S BLOCK 5284A LOT 008, AND 2000 MCKINNON AVENUE, ASSESSOR'S BLOCK 5287 LOT 002, FOR A 20-YEAR INITIAL TERM AND ADOPTING VARIOUS FINDINGS, INCLUDING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN AND PLANNING CODE SECTION 101.1.

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

WHEREAS, on April 22, 2025, Supervisors Walton, Engardio, Fielder, Chen, and Melgar introduced a proposed Ordinance under Board of Supervisors (hereinafter "Board") File No. 250426, for (1) Planning Code Amendments to establish the San Francisco Gateway Special Use District ("SUD"), Planning Code Section 249.7,

and (2) Zoning Map Amendments to amend Special Use District Map SU10 and Height and Bulk District Map HT10, for Assessor's Block 5284A Lot 008 and Block 5287 Lot 002; and

WHEREAS, on September 16, 2025, the Board introduced a substitute Ordinance File No. 250426.

WHEREAS, the Planning Code Text and Zoning Map Amendments would enable the development of the San Francisco Gateway Project ("Project") located at 749 Toland Street, Assessor's Block 5284A Lot 008, and 2000 McKinnon Avenue, Assessor's Block 5287 Lot 002("Project Site"), an approximately 17 acre-site owned by Prologis, L.P. ("Project Sponsor"); and

WHEREAS, the Project consists of demolishing four existing Production, Distribution, and Repair ("PDR") buildings totaling approximately 448,000 square feet in size and constructing two three-story buildings up to 97 feet in height totaling 1,646,000 gross square feet in size with a mix of uses including up to 1,637,600 square feet of Production, Distribution, and Repair (PDR), Non-Retail Sales and Services, and Automotive Uses as permitted within the PDR-2 Zoning District and SF Gateway Special Use District and approximately 8,400 square feet of Retail Sales and Service Use. Each building will be designed to provide ultimate flexibility for potential future PDR tenants with built-in circulation, ramping, and parking. A total of up to 1,125 off-street parking spaces, 100 Class 1 and 16 Class 2 bicycle parking spaces, and 48 Showers and eight Lockers will be provided throughout the development. The Project is to be developed in two phases, each with one building. Each building will contain up to 563 off-street parking spaces, 50 Class 1 and 8 Class 2 bicycle parking spaces, and 4 showers and 24 lockers. Located within the Bayview neighborhood and bounded by Kirkwood Avenue to the north, Rankin Street to the east, McKinnon Avenue to the south, and Toland Street to the west, the Project will include the construction of streetscape improvements including new paving, ADA ramps, sidewalks, crosswalks, street trees, Class 2 bicycle parking spaces, striped vehicle parking spaces, and passenger and commercial loading spaces; and

WHEREAS, on January 1, 2025, Assembly Bill 98 (2024) became effective statewide, as codified at California Government Code section 65098 et seq. ("AB 98"). AB 98 prescribes statewide design and operational standards for proposed new or expanded developments including "logistics uses," as defined in Government Code section 65098(d), beginning January 1, 2026. The Project is proposed to include logistics uses within the meaning of this legislation, however, Government Code section 65098.1.5 provides that a logistics project that was "subject to a commenced local entitlement process" prior to September 30, 2024 is not subject to AB 98, unless no development activity occurs within five years of entitlement approvals. Additionally, through the Project's design and implementation of the mitigation measures and conditions of approval adopted by the Planning Commission for the Project, the Project substantially satisfies all applicable design and operational criteria set forth in Section 65098.1, including the criteria to qualify as a "Tier 1 21st century warehouse" as defined in Government Code section 65098(g); and

WHEREAS, in furtherance of the Project and the City's role in subsequent approval actions relating to the Project, the City and Prologis, L.P. negotiated a development agreement for development of the Project Site, a copy of which is attached as Exhibit A (the "Development Agreement"); and

WHEREAS, the Project, as described in the Development Agreement, would provide certain public benefits including the Affordable PDR Program and other small business and PDR support measures, transportation demand management measures that exceed the level otherwise required, street and infrastructure

improvements that exceed what would be otherwise required, a public art program, and workforce and hiring obligations; and

WHEREAS, the Project is anticipated to generate an annual average of approximately 795 construction jobs during construction and, upon completion, approximately 1,980 permanent on-site jobs, approximately $16 million in development impact fees, approximately $5.8 million in annual general fund revenues to the City, and an approximately $7 million annual increase in property taxes; and

WHEREAS, the City has determined that as a result of the development of the Project site in accordance with the Development Agreement, clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies, as more particularly described in the Development Agreement; and

WHEREAS, the Development Agreement will eliminate uncertainty in the City's land use planning for the Project site and secure orderly development of the Project site consistent with the SUD and DSG; and

WHEREAS, on April 22, 2025, Supervisors Walton, Engardio, Fielder, Chen, and Melgar introduced a proposed Ordinance under Board File No. 250427, for approval of the Development Agreement for the Project; and

WHEREAS, on September 16, 2025, the Board introduced a substitute Ordinance under File No. 250427 and updated Development Agreement for the Project; and

WHEREAS, the Development Agreement shall be executed by the Director of Planning subject to prior approval by the Board; and

WHEREAS, approvals also required for the Project include (1) certification of the Environmental Impact Report pursuant to the California Environmental Quality Act ("CEQA"); (2) adoption of CEQA findings under CEQA, including findings rejecting alternatives as infeasible and adopting a Mitigation Monitoring and Reporting Program ("MMRP"); (3) adoption of Planning Code Text Amendments to establish the San Francisco Gateway Special Use District ("SUD"), Planning Code Section 249.7; (4) adoption of Zoning Map Amendments to amend Special Use District Map SU10 and Height and Bulk District Map HT10, for Assessor's Block 5284A Lot 008 and Block 5287 Lot 002; (5) adoption of a Design Standards and Guidelines Document ("DSG"); and (6) the approval of a Conditional Use Authorization for a Planned Unit Development; and

WHEREAS, on September 25, 2025, the Planning Commission (hereinafter "Commission") reviewed and considered the Final Environmental Impact Report ("FEIR") for the Project and found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR, and certified the FEIR for the Project in compliance with CEQA (Cal. Pub. Res. Code Sections 21000 et seq.), the State CEQA Guidelines (Cal. Admin. Code Title 14, Sections 15000 et seq.), and Chapter 31 of the San Francisco Administrative Code by Motion No. 21826; and,

WHEREAS, on September 25, 2025, the Commission by Motion No. 21827 approved CEQA Findings, including adoption of a Mitigation Monitoring and Reporting Program ("MMRP"), under Case No. 2015-012491ENV, for

approval of the Project, which findings and MMRP are incorporated by reference as though fully set forth herein; and

WHEREAS, on September 25, 2025, by Motion No. 21831, the Commission adopted findings regarding the Project's consistency with the General Plan, and Planning Code Section 101.1, including all other approval actions associated with the project therein, which findings are hereby incorporated herein by this reference as if fully set forth; and

WHEREAS, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Development Agreement Ordinance on September 25, 2025; and

WHEREAS, the Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of
Department staff and other interested parties; and

WHEREAS, all pertinent documents may be found in the files of the Department, as the Custodian of Records, at 49 South Van Ness Avenue, Suite 1400, San Francisco; and

WHEREAS, the Commission has reviewed the proposed Development Agreement; and

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

AND BE IT FURTHER RESOLVED, that the Commission finds that the application, public notice, Commission hearing, and Planning Director reporting requirements regarding the Development Agreement negotiations contained in Administrative Code Chapter 56 required of the Commission and the Planning Director have been substantially satisfied in light of the regular meetings held since approximately 2023, the public informational hearings provided by the Planning Department staff at the Commission, the information contained in the Director's Report regarding the SF Gateway Development Agreement negotiations, and the mailed and published notice issued for the Development Agreement.

AND BE IT FURTHER RESOLVED, that the Commission finds that the Development Agreement is consistent with the General Plan and the eight priority policies in Planning Code section 101.1 for the reasons set forth in Resolution No. 21828, and incorporated herein by reference.

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

I hereby certify that the foregoing Resolution was adopted by the Commission at its meeting on September 25, 2025.

Jonas P. Ionin
Commission Secretary

AYES:	Campbell, McGarry, Williams, Braun, Imperial, So
NOES:	None
ABSENT:	Moore
ADOPTED:	September 25, 2025

San Francisco Planning

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EXECUTIVE SUMMARY

CONTINUED FROM: MAY 22, JUNE 26, AND SEPTEMBER 11, 2025
HEARING DATE: SEPTEMBER 25, 2025

Record No.:	**2015-012491ENV/MAP/PCA/DVA/CWP/CUA [Board File Nos. 250426, 250427]**
Initiated By:	Supervisors Walton, Engardio, Fielder, Chen, Melgar / Introduced April 22, 2025
Project Address:	**749 Toland Street and 2000 McKinnon Avenue (SF Gateway)**
Zoning:	PDR-2 (Core Production, Distribution, and Repair) Zoning District 65-J Height and Bulk District
Cultural District:	African American Arts and Cultural District
Block/Lot:	5284A / 008 & 5287 / 002
Project Sponsor/ Property Owner:	Prologis, L.P. Pier 1, Bay 1 San Francisco, CA 94111
Staff Contact:	Gabriela Pantoja, Senior Planner (628) 652-7380, gabriela.pantoja@sfgov.org Elizabeth White, Senior Environmental Planner (628) 652-7557, elizabeth.white@sfgov.org Dylan Hamilton, Citywide Planner (628) 652-7478, Dylan.Hamilton@sfgov.org
Environmental Review:	Environmental Impact Report

RECOMMENDATION: **Approval with Conditions**

Project Description

The proposal consists of demolishing four existing Production, Distribution, and Repair ("PDR") buildings totaling approximately 448,000 square feet in size and constructing two mixed-commercial and PDR use buildings up to 97 feet in height with a total of approximately 8,400 square feet of Retail Sales and Service Use and up to approximately 1,637,600 gross square feet of PDR Uses. The Project is to be developed in two phases, each with one building. Each building will be designed to provide flexibility for future PDR tenants with built-in circulation and ramping, and contain up to 563 off-street parking spaces, 50 Class 1 and 8 Class 2 bicycle parking spaces, and

4 showers and 24 lockers. At full buildout, the Project will include a total of up to 1,125 off-street parking spaces, 100 Class 1 and 16 Class 2 bicycle parking spaces, and 8 showers and 48 lockers throughout the development.

Located within the Bayview neighborhood and bounded by Kirkwood Avenue to the north, Rankin Street to the east, McKinnon Avenue to the south, and Toland Street to the west, the Project will include the construction of streetscape improvements including new paving, ADA ramps, sidewalks, crosswalks, street trees, Class 2 bicycle parking spaces, striped vehicle parking spaces, and passenger and commercial loading spaces. The proposal will also include the lot line adjustment of existing property lines to dedicate approximately 3.9 acres of property to the City of and align with the proposed private and public right of way street improvements.

Required Commission Action

The following is a summary of actions that the Commission will consider at the hearing, which are required to implement the Project:

1. Certify the Final Environmental Impact Report ("FEIR") pursuant to the California Environmental Quality Act ("CEQA").

2. Adopt findings under CEQA Findings, including findings rejecting alternatives as infeasible and adopting a Mitigation Monitoring and Reporting Program ("MMRP").

3. Recommend that the Board of Supervisors approve the proposed Ordinance, as introduced by Supervisors Shamann Walton, Joel Engardio, Jackie Fielder, Chyanne Chen, and Myrna Melgar, to amend the Planning Code to create the San Francisco Gateway Special Use District (SUD), Planning Code Section 249.7, at 749 Toland Street, Assessor's Block 5284A, Lot 008 and 20000 McKinnon Avenue, Block 5287, Lot 002 and amend Zoning Maps SU10 to illustrate the San Francisco Gateway SUD and HT10 to change the Height and Bulk Zoning District from 65-J to 97-X.

4. Recommend that the Board of Supervisors approve a Development Agreement between the City and County Of San Francisco and Prologis, L.P.

5. Recommend the Commission adopt the Design Standards and Guidelines document ("DSG"); and

6. Grant a Conditional Use Authorization pursuant to Planning Code Sections 303 and 304 for a Planned Unit Development that would authorize the construction of the Project.

Update

The Project was originally noticed and placed on the May 22, 2025 Planning Commission agenda. Prior to the hearing, the Project was requested to be continued by Supervisor Walton's office. The Project was continued without being heard to the June 26, 2025 hearing, and thereafter September 11, 2025 hearing. Since the May 22 hearing, Supervisor Walton's office has been in conversation with the Project Sponsors and community members. The results of these conversations is the proposed revised SUD Ordinance, introduced at the September 16, 2025 Board of Supervisors hearing. The revised SUD language is underlined in the "The Way It Would Be" section below. At the same Board of Supervisors hearing, a revised Development Agreement Ordinance and updated

Development Agreement were introduced. However, note that no substantive changes were made to either document.

Planning Code Text and Zoning Map Amendments

The proposed ordinance will facilitate the development of the San Francisco Gateway Project by amending the Planning Code to create the San Francisco Gateway Special Use District (SUD) at Planning Code Section 249.7, at 749 Toland Street, Assessor's Block 5284A, Lot 008 and 20000 McKinnon Avenue, Block 5287, Lot 002 and amend Zoning Maps SU10 to illustrate the San Francisco Gateway SUD and HT10 to change the Height and Bulk Zoning District from 65-J to 97-X. To facilitate the development, the San Francisco Gateway SUD outlines permitted land uses, development controls, building standards including the San Francisco Gateway Design Standards and Guidelines ("DSG"), and review procedures.

The Way It Is Now:	The Way It Would Be:
749 Toland Street, Assessor's Block 5284A, Lot 008, and 20000 McKinnon Avenue, Block 5287, Lot 002, are located within the PDR-2 (Core Production, Distribution, and Repair) Zoning District and 65-J Height and Bulk District.	749 Toland Street, Assessor's Block 5284A, Lot 008, and 20000 McKinnon Avenue, Block 5287, Lot 002, are located within the PDR-2 (Core Production, Distribution, and Repair) Zoning District, San Francisco Gateway Special Use District (SUD), and 97-X Height and Bulk District. Special Use District Map SU10 will illustrate the San Francisco Gateway SUD and Height and Bulk Map HT10 will illustrate 97-X for the Project Site, 749 Toland Street, Assessor's Block 5284A, Lot 008, and 20000 McKinnon Avenue, Block 5287, Lot 002.
	The San Francisco Gateway SUD will: • Require a Conditional Use Authorization for a Planned Unit Development for the construction of new buildings within the SUD. • Principally permit Private Parking Garage. • Principally permit Parcel Delivery Services up to 225,000 Occupied Floor Area and permitted as accessory use to any principal use within the SUD. Conditionally permits Parcel Delivery Services over 225,000 Occupied Floor Area within the SUD. • Limit the amount of Retail Sales and Service Uses to 8,500 square feet of Occupied Floor Area and eliminate the applicability of use limits for said Uses under Section 210.3A. • Limit the amount of off-street parking to not exceed a maximum of 1.5 spaces per 200 square feet of Gross Floor Area for all Retail Sales and Services uses, and a maximum of 1 space per 1,500 square feet of Gross Floor Area for all other

	uses. • Permit the following features to be considered building height exemptions along with those listed in Section 260(b): o Solar array and electric vehicle (EV) charging infrastructure no greater than 20 feet in height and with no limitations on horizontal area; o Vehicle parking and circulation with additional without additional structures or equipment other than trellises or similar overhead screening for such vehicles with a maximum height of 20 feet and no limitations on the horizontal area; o Vertical screening for vehicle parking and circulation with a maximum height of 8 feet and no limitations on the horizontal area; and o Awnings or other covering elements projecting from stair or elevator penthouses with a maximum height of 12 feet and a maximum horizontal area of 100 square feet per building entrance. • Eliminate the applicability of Section 138.1, Streetscape and Pedestrian Improvements. Instead defer to the Development Agreements' Streetscape and Pedestrian Improvements Exhibit. • Eliminate the applicability of Section 169, Transportation Demand Management. Instead defer to the Development Agreements' Transportation Demand Management Exhibit. • Outline the design review process for the development including confirming compliance with the San Francisco Gateway SUD, Development Agreement, Design Standards and Guidelines, and Conditional Use Authorization for Planned Unit Development. A design review application may be submitted and thereafter reviewed and acted on by either the Planning Director or Planning Commission (as defined in the SUD).

Design Standards and Guidelines

The Design Standards and Guidelines ("DSG") provides a framework for the future development of the SF Gateway Project and implementation of the SF Gateway Special Use District ("SUD"). The DSG establishes the design intent and prescribes design controls to direct development. Key elements of the design framework are outlined below.

- *Land Use.* To activate select street frontages, standards articulate the location of PDR "maker space" and Retail Uses and define minimum street frontage and size of the PDR "maker space". PDR "maker space" includes small scale PDR tenants that focus on Light Manufacturing, Trade Shops, Agricultural and Beverage Processing 1, Catering, and Arts Activities Uses.

- *Pedestrian-Oriented Street Frontages.* To create pedestrian-oriented street frontages, standards articulate building setbacks at the ground floor and minimum translucency and transparency at the ground floor with respect to the types of land use. In addition, standards provide the minimum size and height of awnings, and the location and number of pedestrian entry points, vehicle access points, and curb cuts.

- *Articulation.* To provide variation, interest, and articulation of the Project's form, standards provide minimum requirements for the modulation of the buildings' massing and facade elements. Additional guidelines provide parameters for color, patterning, and variation of the roofline.

- *Screening.* To integrate the Project's unique vehicle circulation into the buildings' design, standards articulate the location, height, and openness of exterior screening elements.

Development Agreement

The Development Agreement (DA) contract between the City and County and Prologis, L.P. vests to the developer a master entitlement to construct the project in exchange for public benefit obligations above and beyond those provided by typical code-compliant projects. The DA "runs with the land" for an initial term of 20 years (i.e. transfers to any new parties, in the event the current owner sells all or part of the land, including future HOAs). Among other things, the DA gives the master developer the right to develop the Project in accordance with the DA, requires certain public benefits, describes the application of existing and future City laws, and establishes fees and exactions. Key provisions of the DA include:

- *Affordable PDR Program.* At full buildout, the Project will provide, at minimum, 20, 000 square feet of rental space for PDR "makers space" and support affordable lease terms and improvements for the first 60 months of occupancy of any PDR Maker tenant.

- *Funding for small business, education, and art in the Bayview.* The developer will provide $750,000 dollars in funding for grants and other programs to support small and local business organizations to be distributed under OEWD's Community Economic Development division ("CED"), $5,000,000 dollars in funding to the SF "Market Zone" to support street and infrastructure improvements and capital improvements for a critical PDR neighborhood in the City, $300,000 dollars in funding to support new and/or expand existing education programs for schools in the area, $350,000 dollars in funding to increase access to child care services in the area, and $250, 000 dollars in funding for art installation at the Project

Site.

- *Healthy Food Retailer.* The developer will offer tenant space within the Project for a retail tenant that meets the Planning Code definition of a Healthy Food Retailer from the area.
- *Transportation Demand Management.* The developer will implement a Transportation Demand Management (TDM) plan that provides measures that total at minimum 12 points but increase by 6 points based on the amount of off-street parking provided at the Project Site. Amongst the measures are: bicycle parking, repair shops, and maintenance services, delivery support services, multi-modal wayfinding signage, and real-time transportation displays.
- *Street and Infrastructure Improvements.* The developer will construct street and utility improvements to the area adjacent to the Project Site to the City's standards.
- *Workforce Obligations.* The developer will provide over $1,000,000 dollars in support for construction and operational workforce training programs and will execute First Source Hiring Agreements for both construction activities and end-use jobs created by future tenants in the buildings, and Local Hire goals for construction jobs in the public realm.
- *Sustainability and Resilience Measures.* The developer will provide $100,000 dollars in funding to support programs that improve environmental conditions in the area and implement a sustainability and resilience plan for the development that reduces the Project's carbon footprint.

In conjunction with the DA, other City agencies retain a role in reviewing and issuing later approvals for the Project (for example, subdivision of the site and construction of infrastructure and other public facilities), as memorialized in the DA and other implementing documents. It is also proposed as part of approval of the DA that the City will consent to waive or modify certain procedures and requirements under existing Codes in consideration of alternative provisions in the DA.

Environmental Review

On August 2, 2023, the Department published the San Francisco Gateway Project- 749 Toland Street and 2000 McKinnon Avenue Draft Environmental Impact Report ("DEIR") for public review (Case No. 2015-012491ENV). The DEIR was available for public comment until October 16, 2023. On September 7, 2023, the Commission conducted a duly noticed public hearing at a regularly scheduled meeting to solicit comments regarding the DEIR. On May 7, 2025, the Department published a Responses to Comments ("RTC") document, responding to comments made regarding the DEIR prepared for the Project. On May 22, 2025, the Commission will consider certification of the Final Environmental Impact Report ("FEIR") for the Project, and will determine if it is adequate, accurate and complete. In addition, on May 22, 2025, the Commission must adopt the CEQA Findings for the FEIR, prior to the approval of the Project (See Case No. 2015-012491ENV/MAP/PCA/DVA/CWP/CUA).

The full environmental review file (including Responses to Comments) can be found here.
Environmental Review Documents | SF Planning

Recommendation

The Department recommends that the Commission recommend to the Board of Supervisors approval of the proposed Ordinance for Planning Code Text and Zoning Map Amendments and the proposed Ordinance for a Development Agreement between the City and County of San Francisco and Prologis, L.P., and adopt the attached Draft Resolutions to that effect.

The Department recommends that the Commission adopt findings under CEQA, including findings rejecting alternatives as infeasible and a Mitigation Monitoring and Reporting Program ("MMRP"), adopt the San Francisco Gateway Design Standards and Guidelines document, and approve the request for Conditional Use Authorization for a Planned Unit Development.

Basis for Recommendation

- The Project is, on balance, consistent with the Goals, Policies, and Objectives of the General Plan and Bayview Hunters Point Area Plan.
- The Project will construct approximately 8,400 square feet of Retail and over 1.6 million square feet of PDR space within an already predominately commercial and industrial neighborhood near major highways and create local business and job opportunities for both skilled and unskilled workers.
- The Project will implement a Transportation Demand Management (TDM) plan and facilitate streetscape improvements that include new sidewalks, paved streets, ADA ramps, crosswalks, street trees, commercial and passenger loading zones, and Class 1 and 2 bicycle parking spaces for improved pedestrian and vehicle conditions.
- The Project's Development Agreement will provide substantial public benefits to the area including providing educational and art resources for the residents, providing affordable opportunities for local businesses, providing improvements to the streetscape and infrastructure (i.e. public transportation), and providing funding for job training and job opportunities for local residents during and after the Project's construction.

Attachments

Draft Motion – Adopting CEQA Findings and MMRP
Attachment A – CEQA Findings
Attachment B – MMRP
Draft Resolution – Planning Code Text and Zoning Map Amendments and Draft Ordinance
Draft Resolution – Development Agreement and Draft Ordinance
Exhibit A – Draft Development Agreement
Draft Motion – Design Standards and Guidelines Document
Exhibit B – Design Standards and Guidelines Document
Draft Motion – Conditional Use Authorization Exhibit C – Conditions of Approval
Exhibit D – Plans
Exhibit E– MMRP
Exhibit F – Maps and Context Photos
Exhibit G– Land Use Table

Exhibit H – Project Sponsor Brief
Exhibit I – First Source Hiring Affidavit

San Francisco Planning

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PLANNING COMMISSION MOTION NO. 21826

HEARING DATE: September 25, 2025

Record No.:	**2015-012491ENV**
Project Title:	**San Francisco Gateway Project (749 Toland Street and 2000 McKinnon Avenue)**
Zoning:	Production, Distribution, and Repair -2 (PDR-2) 65-J Height and Bulk Districts
Cultural District:	African American Arts & Cultural District
Block/Lot:	5284A/008 and 5287/002
Project Sponsor:	Prologis, L.P. Courtney Bell – (510) 661-4038 cbell@prologis.com Pier 1, Bay 1, San Francisco, CA 94111
Staff Contact:	Elizabeth White – (628) 652-7557 elizabeth.white@sfgov.org

ADOPTING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT RELATED TO THE CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT FOR A PROPOSED PROJECT AT 749 TOLAND STREET AND 2000 MCKINNON AVENUE. THE PROJECT IS A PLANNED UNIT DEVELOPMENT FOR THE DEMOLITION OF A TOTAL OF FOUR ONE-STORY PRODUCTION, DISTRIBUTION AND REPAIR (PDR) BUILDINGS AND THE CONSTRUCTION OF TWO THREE-STORY MIXED-USE BUILDINGS TOTALING 1,646,000 GROSS SQUARE FEET IN SIZE WITH 8,400 SQUARE FEET OF RETAIL SALES AND SERVICE USE AND UP TO 1,637,600 SQUARE FEET OF PDR USE, UP TO 1,125 OFF-STREET PARKING SPACES, AND 100 CLASS 1 AND 16 CLASS 2 BICYCLE PARKING SPACES AT 749 TOLAND AVENUE AND 2000 MCKINNON AVENUE, ASSESSOR'S BLOCK 5284A, LOT 008 AND BLOCK 5287, LOT 002 WITHIN THE PDR-2 (CORE PRODUCTION, DISTRIBUTION, AND REPAIR) ZONING DISTRICT AND A 65-J HEIGHT AND BULK DISTRICT. UNDER THE PLANNED UNIT DEVELOPMENT, THE PROPOSAL IS SEEKING EXCEPTIONS FROM THE AWNING (PLANNING CODE SECTION 136.1), CAR SHARE (PLANNING CODE SECTION 166) AND VEHICULAR AREA SCREENING AND GREENING (PLANNING CODE SECTION 142) REQUIREMENTS.

PREAMBLE

On September 25, 2025, the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting regarding the final Environmental Impact Report ("EIR") in compliance with the California Environmental Quality Act for Record No. 2015-012491ENV.

The Project EIR files have been made available for review by the Commission and the public. The Commission Secretary is the Custodian of Records; the file for Record No. 2015-012491ENV is located at 49 South Van Ness Avenue, Suite 1400, San Francisco, California. The project EIR has also been made available for public review online at https://sfplanning.org/sfceqadocs.

The Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, Department staff, and other interested parties.

MOVED, that the Commission hereby CERTIFIES the Final Environmental Impact Report identified as Case No. 2015-012491ENV, for the San Francisco Gateway Project (hereinafter "Project"), based on the following findings:

1. The City and County of San Francisco, acting through the Planning Department (hereinafter "Department") fulfilled all procedural requirements of the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 et seq., hereinafter "CEQA"), the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 et seq., hereinafter "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code (hereinafter "Chapter 31").

   A. The Department determined that an environmental impact report (hereinafter "EIR") was required and provided public notice of that determination by publication in a newspaper of general circulation on March 9, 2022. On the same date, the Department submitted the notice of preparation of an EIR and notice of a virtual public scoping meeting to the state Office of Planning and Research electronically, and emailed or mailed the notice to the Department's list of persons requesting such notice, and to owners and occupants of properties within 300 feet of the project site.

   B. On March 30, 2022, the Department held a virtual public scoping meeting to receive public comments on the scope of the environmental analysis in the EIR for the project.

   C. On August 2, 2023, the Department published the draft EIR (hereinafter "DEIR") and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment and of the date and time of the Planning Commission public hearing on the DEIR; the Department emailed or mailed the notice to the Department's list of persons requesting such notice, and to property owners and occupants within a 300-foot radius of the site on August 2, 2023.

   D. Electronic copies of the notice of availability of the DEIR and the DEIR were posted to the Planning Department's environmental review documents web page and available for download. The notice of availability of the DEIR was also posted on the website of the San Francisco County Clerk's Office.

   E. The notice of availability of the DEIR and of the date and time of the public hearing at the Planning Commission were posted at and near the project site on August 2, 2023.

   F. On August 2, 2023, the DEIR was emailed or otherwise delivered to government agencies and was submitted to the State Clearinghouse electronically for delivery to responsible or trustee state agencies.

   G. A notice of completion of an EIR was filed with the Governor's Office of Planning and Research via the State Clearinghouse on August 2, 2023.

2. The Commission held a duly advertised public hearing on said DEIR on September 7, 2023, at which opportunity for public comment was given and public comment was received on the DEIR. The period for acceptance of written comments ended on October 16, 2023.

3. The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the 75-day public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR. This material was presented in a Responses to Comments document, published on May 7, 2025, posted to the Planning Department's environmental review documents web page, distributed to the Commission, other decisionmakers, and all parties who commented on the DEIR, and made available to others upon request at the Department.

4. A final environmental impact report (hereinafter "FEIR") has been prepared by the Department, consisting of the DEIR, any consultations and comments received during the review process, any additional information that became available, and the Responses to Comments document, all as required by law.

5. The Planning Commission Secretary is the Custodian of Records; all pertinent documents are located in the File for Case No. 2015-012491ENV, at 49 South Van Ness Avenue, Suite 1400, San Francisco, California.

6. The Commission, in certifying the completion of said FEIR, hereby does find that that none of the factors that would necessitate recirculation of the FEIR under CEQA Guidelines Section 15088.5 are present. The FEIR contains no information revealing (1) any new significant environmental impact that would result from the Project or from a new mitigation measure proposed to be implemented, (2) any substantial increase in the severity of a previously identified environmental impact, (3) any feasible Project alternative or mitigation measure considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Project, but that was rejected by the Project's proponents, or (4) that the Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

7. The Commission finds that the Project proposed for approval is within the scope of the Project analyzed in the FEIR, and the FEIR fully analyzed the Project proposed for approval. No new impacts have been identified that were not analyzed in the FEIR.

DECISION

8. On September 25, 2025, the Commission reviewed and considered the information contained in the FEIR and hereby does find that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.

9. The Commission hereby does find that the FEIR concerning File No. 2015-012491ENV reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the FEIR contains no significant revisions to the DEIR, and hereby does CERTIFY THE COMPLETION of said FEIR in compliance with CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.

10. The Commission, in certifying the completion of said FEIR, hereby does find that the Project described in the EIR would *not* have *any* significant project-specific or cumulative impacts on the environment that cannot be reduced to less than significant with implementation of mitigation measures identified in the FEIR.

11. The Commission reviewed and considered the information contained in the FEIR prior to approving the Project.

I hereby certify that the Planning Commission ADOPTED the foregoing Motion on September 25, 2025.

Jonas P. Ionin
Commission Secretary

AYES:	Campbell, McGarry, Williams, Braun, Imperial, So
NAYS:	None
ABSENT:	Moore
ADOPTED:	September 25, 2025

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PLANNING COMMISSION MOTION NO. 21827

HEARING DATE: SEPTEMBER 25, 2025

Record No.:	**2015-012491ENV**
Project Address:	**749 Toland Street and 2000 McKinnon Avenue (SF Gateway)**
Zoning:	Production, Distribution, and Repair -2 (PDR-2) 65-J Height and Bulk District
Cultural District:	African American Arts & Cultural District
Block/Lot:	5284A/008 and 5287/002
Project Sponsor/ Property Owner:	Prologis, L.P.
Address:	Pier 1, Bay 1
City, State:	San Francisco, CA
Staff Contact:	Gabriela Pantoja, Senior Planner (628) 652-7380, gabriela.pantoja@sfgov.org Elizabeth White, Senior Environmental Planner (628) 652-7557, elizabeth.white@sfgov.org

ADOPTING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING FINDINGS OF FACT AND EVALUATION OF MITIGATION MEASURES AND ALTERNATIVES RELATED TO APPROVALS FOR THE SAN FRANCISCO GATEWAY PROJECT LOCATED AT 749 TOLAND STREET, ASSESSOR'S BLOCK 5284A LOT 008, AND 2000 MCKINNON AVENUE, ASSESSOR'S BLOCK 5287 LOT 002, WITHIN THE PDR-2 (CORE PRODUCTION, DISTRIBUTION, AND REPAIR) ZONING DISTRICT AND 65-J HEIGHT AND BULK DISTRICT.

PREAMBLE

On September 18, 2015, Prologis, L.P. (hereinafter "Project Sponsor") filed an Environmental Evaluation Application No. 2015-012491ENV (hereinafter "Application") and applicable supplemental materials in related records with the Planning Department (hereinafter "Department"), as subsequently updated.

The Department is the Lead Agency responsible for the implementation of the California Environmental Quality Act, California Public Resources Code Sections 21000 et seq. ("CEQA"), the Guidelines for Implementation of CEQA, 14 California Code of Regulations Sections 15000 et seq. ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

Pursuant to and in accordance with the requirements of Section 21094 of CEQA and Sections 15063 and 15082 of the CEQA Guidelines, on March 9, 2022, the Department published a Notice of Preparation of an Environmental Impact Report and Notice of Public Scoping Meeting ("NOP") and initiated a 30-day public comment period.

On March 30, 2022, the Department held a virtual public meeting on the scope of the environmental analysis for the EIR, at which public comment was received, with options for joining by phone, toll-free, and by computer. The period for commenting on the NOP ended on April 8, 2022.

On August 2, 2023, the Planning Department published a Draft Environmental Impact Report ("Draft EIR") for the project. The Department provided public notice in a newspaper of general circulation of the availability of the Draft EIR, including an initial study, for public review and comment, and provided the date and time of the San Francisco Planning Commission ("Planning Commission") public hearing on the DEIR; this notice was mailed or emailed to the Department's lists of persons requesting such notice and of owners and occupants of sites within 300-foot radius of the project site, and decision-makers. This notice was also posted at and near the Project site by the Project Sponsor or consultant on August 2, 2023.

Electronic copies of the notice of availability of the DEIR and the DEIR were posted to the Planning Department's environmental review documents web page and available for download. The notice of availability of the DEIR was also posted on the website of the San Francisco County Clerk's Office.

On September 7, 2023, the Planning Commission held a duly noticed public hearing on the Draft EIR, at which opportunity for public comment was given, and public comment was received on the Draft EIR. The period for commenting on the DEIR ended on October 16, 2023.

The Department prepared responses to comments on environmental issues received during the public review period for the Draft EIR, prepared revisions to the text of the Draft EIR in response to comments received or based on additional information that became available during the public comment period, and corrected errors in the Draft EIR.

On May 7, 2025, the Planning Department published a Responses to Comments document ("RTC") that was posted to the Planning Department's environmental review documents web page, distributed to the Commission, other decisionmakers, and all parties who commented on the DEIR, and made available to others upon request at the Department.

The Department prepared a final environmental impact report (hereinafter "Final EIR"), consisting of the Draft EIR, any consultations and comments received during the Draft EIR review process, any additional information that became available, and the RTC, all as required by law.

On May 22, 2025, the San Francisco Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting, and without hearing the item continued it to June 26, 2025, September 11, 2025, and thereafter to September 25, 2025.

On September 25, 2025, the Planning Commission reviewed and considered the Final EIR and found that the contents of said report and the procedures through which the Final EIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31. The Final EIR was certified by the Commission on September 25, 2025, by adoption of Motion No. 21826.

WHEREAS, the Commission has heard and considered the testimony presented to it at the public hearing and has further considered written materials and oral testimony presented on behalf of the applicant, Department staff, and other interested parties.

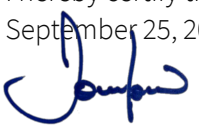
WHEREAS, the Commission reviewed and considered the Final EIR for the Project and found the Final EIR to be adequate, accurate, and objective, thus reflecting the independent analysis and judgment of the Department and the Commission, and that the RTC presented no new environmental issues not addressed in the Draft EIR, and approved the Final EIR for the Project in compliance with CEQA, the CEQA Guidelines, and Chapter 31.

WHEREAS, the Department prepared the CEQA Findings, attached to this Motion as Attachment A and incorporated fully by this reference, regarding the alternatives, mitigation measures, and environmental impacts analyzed in the FEIR for approving the Project, and the proposed mitigation monitoring and reporting program ("MMRP") attached as Attachment B and incorporated fully by this reference. The Commission has reviewed the entire record, including Attachments A and B, which material was also made available to the public.

MOVED, that the Commission hereby adopts findings under the California Environmental Quality Act, including findings rejecting alternatives as infeasible, attached to this Motion as Attachment A, and adopts the Mitigation Monitoring and Reporting Program, attached as Attachment B, both fully incorporated into this Motion by reference, based on substantial evidence in the entire record of this proceeding.

The Department Commission Secretary is the Custodian of Records; all pertinent documents are located in the File for Case No. 2015-012491ENV, at the Planning Department, 49 South Van Ness Avenue, Suite 1400, San Francisco, California.

I hereby certify that the foregoing Motion was ADOPTED by the Commission at its regular meeting on September 25, 2025.



Jonas P. Ionin
Commission Secretary

AYES:	Campbell, McGarry, Williams, Braun, Imperial, So
NAYS:	None
ABSENT:	Moore
ADOPTED:	September 25, 2025

San Francisco Planning

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ATTACHMENT A

SAN FRANCISCO GATEWAY PROJECT

749 Toland Avenue and 2000 McKinnon Street

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS:
FINDINGS OF FACT, EVALUATION OF MITIGATION MEASURES AND ALTERNATIVES

SAN FRANCISCO PLANNING COMMISSION

MAY 22, 2025

PREAMBLE

In determining to approve the San Francisco Gateway Project located at 749 Toland Avenue and 2000 McKinnon Street ("Project"), as described in Section I.A, Project Description, the San Francisco Planning Commission (the "Commission") makes and adopts the following findings of fact and decisions regarding the Project description and objectives, significant impacts, mitigation measures, and alternatives, based on substantial evidence in the whole record of this proceeding and pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.* ("CEQA"), particularly Section 21081 and 21081.5, the Guidelines for Implementation of CEQA, 14 California Code of Regulations Section 15000 *et seq.* ("CEQA Guidelines"), particularly Sections 15091 through 15093, and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission adopts these findings in conjunction with the Approval Actions described in Section I(c), below, as required by CEQA, separate and apart from the Commission's certification of the Project's Final Environmental Impact Report ("Final EIR"), which the Commission certified prior to adopting these CEQA findings.

This document is organized as follows:

Section I provides a description of the Project proposed for adoption, Project objectives, the environmental review process for the Project, the City approval actions to be taken and the location and custodian of the record;

Section II identifies the impacts found not to be significant that do not require mitigation;

Section III identifies potentially significant impacts that can be avoided or reduced to less-than-significant levels through the mitigation measures proposed in the Final EIR and sets forth findings as to the mitigation measures;

Section IV identifies that there would not be any significant impacts that cannot be avoided or reduced to less-than-significant levels;

Section V identifies the project alternatives that were analyzed in the Final EIR and discusses the reasons for their rejection; and

Section VI presents the San Francisco Planning Commission's (the "Commission's") determination that, because the Project will have no impacts that remain significant and unavoidable with incorporation of mitigation measures, no statement of overriding considerations is warranted for the Project.

The Draft Environmental Impact Report ("Draft EIR") and the Comments and Responses document ("RTC") together comprise the Final EIR (or "FEIR"). Attachment B to the Planning Commission Motion contains the Mitigation Monitoring and Reporting Program ("MMRP"), which provides a table setting forth the full text of each mitigation measure listed in the Final EIR that is required to reduce a significant adverse impact. The MMRP (Attachment B) is required by CEQA Section 21081.6 and CEQA Guidelines Section 15091. The MMRP also specifies the party responsible for implementation of each mitigation measure and establishes monitoring actions and a monitoring schedule.

These findings are based upon substantial evidence in the entire record before the Commission. The references set forth in these findings to certain pages or sections of the Final EIR, are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

PROJECT DESCRIPTION, OBJECTIVES, ENVIRONMENTAL REVIEW PROCESS, APPROVAL ACTIONS, AND RECORDS

A. Project Description.

1. Project Location and Site Characteristics.

The approximately 743,800-gross-square-foot (17.1 gross total acres) Project site is in the Bayview neighborhood of San Francisco, California and is located in the PDR-2 Zoning District and the 65-J Height and Bulk district. The street addresses of the existing buildings are 749 Toland Street and 2000 McKinnon Avenue. The Project site consists of Assessor's Block 5284A, Lot 008, and Block 5287, Lot 002. The Project site is currently occupied by four single-story structures totaling approximately 448,000 square feet of PDR space, and is relatively flat and rectangular. As shown in Figure 2.C-2 and Figure 2.C-3 in the Draft EIR (pp. 2-5 and 2-6), the Project site is fully developed, is covered in impermeable surfaces, and contains a small amount of vegetation and no street trees.

The Project site is bounded by Kirkwood Avenue to the north, Rankin Street to the east, McKinnon Avenue to the south, and Toland Street to the west. An elevated portion of Interstate 280 (I-280) bisects the Project site, running in a north-south direction above the existing Selby Street right-of-way; the uppermost roadbed deck is approximately 55 feet above-grade. The Project site parcels owned by the Project sponsor include portions of the surrounding paved streets (i.e. portions of Kirkwood and McKinnon Avenues, and Rankin, Selby, and Toland Streets).

2. Project Characteristics.

The Project would construct two new multi-story PDR buildings that would provide new PDR space in the industrial area of the Bayview neighborhood of San Francisco. The Project would demolish the existing four PDR buildings onsite and would construct two new three-story buildings, totaling approximately 1,646,000 gross square feet of enclosed floor area, or 2,160,000 gross square feet including active roofs. The Project would construct new sidewalks along the site's perimeter, including Selby Street, and would create seven new curb cuts for access to each new building (14 total). The new sidewalks would be designed in accordance with San Francisco's Better Streets Plan standards for industrial roads. The Project also would include a total of approximately 543,500 gross square feet of parking, on the first story and an active roof of each building. Approximately 1,125 parking spaces for standard automobiles would be provided, and each building would include 36 loading dock doors at level 1 with additional tenant-specific loading on the upper levels. The Project would provide 116 bicycle parking spaces in total: 100 Class 1 and 16 Class 2 spaces.

The proposed buildings would be taller than the 65 feet allowed by the existing 65-J Height and Bulk district; therefore, approval of a Height and Bulk district Zoning Map Amendment would be required for the Project. As such, the Project requires approval of an ordinance to allow proposed modifications to the existing Height and Bulk district. The Project also requires the approval of a Zoning Map Amendment and Planning Code Text Amendment to establish a new Special Use District

a. Proposed Buildings.

The proposed building west of I-280 at 749 Toland Street is identified as "Building A," and the proposed building east of I-280 at 2000 McKinnon Street is identified as "Building B." Each building would have a

maximum height of approximately 97 feet (115 feet with rooftop appurtenances included). Buildings A and B would be approximately the same size, shape, and dimensions, and would be oriented similarly on site. Both Building A and Building B would include three levels of PDR space with direct access to vehicle circulation, logistics yards, and rooftop parking, vehicle staging, and storage. Each of these two buildings would include a one-way ramp system designed to provide full-service, upper-level truck access and PDR spaces for its tenants. In addition, a total of approximately 8,400 gross square feet of ground floor retail space and 35,000 gross square feet of ground-floor maker space would be included in the two buildings. The active roof would be a screened, open-air, multipurpose deck that could be used for materials staging and vehicle staging for box trucks, vans, and personal vehicles.

b. Proposed Project Uses and Analyzed Tenant Use Mix.

The Project sponsor proposes to build a flexible PDR space that could accommodate an evolving mix of users or tenants for a 100-year period or longer. The Project includes PDR (and other uses principally permitted in the PDR-2 zoning district) and retail uses. The Project sponsor has proposed a Special Use District that would retain all principally or conditionally permitted uses within the PDR-2 Zoning District with the exception that Parcel Delivery Service and Private Parking Garage (with exceptions set forth in the SUD) uses will be principally permitted. The SUD would modify the use size limitations listed in Planning Code Section 210.3A, increasing the maximum use size of non-accessory retail uses from 2,500 square feet per lot (5,000 square feet total) to 8,500 square feet of retail space district-wide; and clarify the maximum allowable number of vehicle parking spaces.

Given that there are no identified tenants at this time, the draft EIR describes and analyzes a mix of PDR uses that are likely to occur based on the Project Sponsor's familiarity with leasing trends for PDR facilities in San Francisco and the Bay Area and that represent reasonably conservative assumptions about possible tenants' environmental impacts. The term "Project" means the construction and operation of the San Francisco Gateway facility, the operation of which is based on the analyzed tenant use mix, and the related streetscape improvements. The analyzed tenant use mix for the purpose of the Project's environmental review is identified in the following table:

San Francisco Gateway Project Analyzed Tenant Use Mix (by square feet)

Uses below are a combination of areas in buildings A and B					
Uses	**Level 1**	**Level 2**	**Level 3**	**Roof**	**Project Total**
PDR Uses					
Light Manufacturing/Maker	35,000	0	0	0	35,000
Parcel Delivery/Last Mile	0	381,000	369,600	8,800	759,400
Wholesale and Storage	372,400	0	0	0	372,400
PDR Support Spaces					
Logistics Yard	0	72,400	73,400	0	145,800
Vehicle/Pedestrian Circulation	69,700	112,800	95,400	17,600	295,500
Parking	55,900	0	0	487,600	543,500
Retail	8,400	0	0	0	8,400
Total – Including Active Roof	***541,400***	***566,200***	***538,400***	***514,000***	**2,160,000**
Total – Not Including Active Roof				--	**1,646,000**

While other uses, such as laboratory and certain automotive uses, are principally or conditionally permitted in both the existing PDR-2 zoning and proposed SUD, only the uses listed in the table above are specifically included in the San Francisco Gateway Project's analyzed tenant use mix. However, the SUD establishes a use consistency review process to ensure that site and/or building permits are consistent with the Project's Development Agreement; the Planning Code; the Project entitlement's conditions of approval, including the mitigation measures adopted as part of the Project's approval; and the EIR. If the uses are not consistent, further analysis may be required pursuant to CEQA.

c. Sustainability

The Project has been designed to be sustainable and resilient by providing flexible PDR space that could accommodate an evolving mix of tenants or users for a 100-year period or longer. Additionally, the Project would seek LEED Gold certification or higher. Buildings A and B would be designed to contain sustainability features such as a rooftop screen containing a solar array. This array would be sized to meet the San Francisco Better Roof Ordinance requirements and would generate electricity that could be used to offset the electrical use of the building, and/or the electric vehicles housed and/or visiting the site. In addition, all docking stations would be designed to support electric plug-in of trucks to reduce idling time during loading and unloading of trucks serving future land uses on site, thereby further minimizing onsite idling and resultant fuel use. Additional features to achieve LEED Gold certification would include the use of sustainable building materials, water- and energy-efficient mechanisms in the building design, bicycle facilities to encourage alternate modes of transportation, and indoor air quality measures to ensure tenant safety.

d. Streetscape Improvements

Proposed on-street parking would consist of 217 diagonal and parallel striped parking stalls. As set forth in the Infrastructure Plan attached as Exhibit P to the Development Agreement, the Project Sponsor shall continue to work with Planning Department staff, in consultation with other City agencies, to refine the design and programming of the Streetscape Plan so that the plan generally meets the standards of the Better Streets Plan and all applicable City standards. For each phase of the Project, the Project Sponsor shall submit a Street Improvement Permit application for all required street improvements prior to issuance of a building permit, and shall complete construction of all required street improvements prior to issuance of temporary certificate of occupancy for a building, except as otherwise provided in the Development Agreement.

Pursuant to the Better Streets Plan, the Project would provide streetscape improvements to the streets immediately adjacent to the Project site. The Project area is classified as an industrial street type under this plan, and would require new sidewalks, street trees, stormwater control measures, and accessible curb ramps. There are currently no sidewalks adjacent to the Project site. Pursuant to Public Works Code Section 806(d), the Project would be required to provide 216 street trees along the Project's 4,300 linear feet of street frontages, or to pay the appropriate in-lieu fees. Due to Project and site constraints (e.g., curb cuts, I-280 overpass, line-of-sight restrictions, and location of site utilities), the Project Sponsor would plant approximately 124 street trees and pay the corresponding in-lieu fee for the remaining required trees that cannot be accommodated on site. These 124 street trees would be consistent with the Better Streets Plan, and subject to review and approval by the Department of Public Works, Bureau of Urban Forestry. The nine street trees on the eastern sidewalk of Toland Street along the northern half of the building (from the Building A entrance to Kirkwood Street) would serve as wind mitigation measures,

based on the wind impact analysis conducted for the Project and described in the initial study (see draft EIR Appendix B, Initial Study, Section E.9, Wind); they would be approximately 25-foot-tall evergreen street trees with a 15-foot-diameter canopy.

The streetscape improvements to Toland Street would involve constructing a new 10-foot-wide sidewalk with street trees. An approximately 6-foot-wide, mid-block *bulb-out* with planters and street trees would be constructed along the main pedestrian entrance. This portion of the sidewalk would be 16 feet wide. The Project would provide an improved vehicular travel lane. In addition, two approximately 34-foot-wide driveways would be added along Toland Street to provide vehicular access onto the site. This portion of Toland Street would be resurfaced.

Along Kirkwood Avenue, a new 12-foot-wide sidewalk would be constructed, and street trees would be installed adjacent to the Project site. Each building would provide two 24-foot-wide curb cuts to access the PDR and/or maker space loading areas. The Project would provide an improved vehicular travel lane and a curb and gutter system on the northern side of Kirkwood Avenue. The full width of Kirkwood Avenue along the Project limits would be resurfaced.

Along Rankin Street, new 10-foot-wide sidewalks with street trees would be installed. An approximately 6-foot-wide, mid-block bulb-out with planters and street trees would be constructed along the main pedestrian entrance. This portion of sidewalk would be 16 feet wide. The Project would provide an improved vehicular travel lane and up to five striped parallel spaces. In addition, one approximately 34-foot-wide driveway and one approximately 50-foot-wide driveway would be added along Rankin Street to provide site access. This portion of Rankin Street would be resurfaced.

Along McKinnon Avenue, a new 12-foot-wide sidewalk would be constructed, and street trees would be installed adjacent to the Project site. Two approximately 6-foot-wide, mid-block bulb-outs with planters and street trees would be installed adjacent to each building's retail space. These two portions of the sidewalk would be 18 feet wide. Each building would provide a 40-foot-wide curb cut to provide site access. The Project would provide an improved vehicular travel lane, and the portions of McKinnon Avenue that extend from the centerline of the right-of-way and the site would be resurfaced.

e. Transportation Demand Management Plan.

The findings for San Francisco Planning Code Section 169 related to TDM plans state: "For Projects that use Development Agreements and may not be required to comply fully with the requirements of Section 169, it is the San Francisco Board of Supervisors' (Board of Supervisors') strong preference that Development Agreements should include similar provisions that meet the goals of the TDM Program." The Project Sponsor has committed to meet the goals of the TDM program by achieving a baseline required point target of 10 points per building, plus 6 points per building between 50-75% approved parking, and 12 points per building if a building exceeds 75% of its approved number of parking stalls (22 points total per building at project buildout). These commitments exceed the standard requirements pursuant to Planning Code Section 169 for a Project proposing PDR land uses.

Additional TDM requirements of the Project are specified in the Development Agreement, Exhibit J.

f. Construction Activities.

Construction would include demolition and site preparation, grading and ground improvements, building construction, building envelope and interior buildout, sitework, and startup and commissioning.

The Project's foundation design is expected to be concrete spread footings and/or grade beams on improved and engineered soil, with excavation for the foundations likely to extend 10 feet below existing grade. Typical foundation excavation is expected to extend to 7 feet below-grade, with elevator pits and utility trenching extending to 10 feet below existing grade.

Ground improvements, such as stone columns, drill displacement columns, geopiers, soil-cement mixing, or other similar methods, would provide vertical support through the existing soils to strengthen the undocumented fill that underlies the Project site. Using drill rigs, approximately 7,000 vibratory replacement stone columns or drill displacement columns would be extended 25 feet deep, and approximately 900 auger cast piles would be extended 60 feet deep to support the buildings on site. The Project would not require pile-driving activities. Approximately 140,600 cubic yards of soil would be excavated for the Project. Of this total, approximately 42,600 cubic yards would be improved and reused, and the remaining 98,000 cubic yards would be exported off site. Ground improvements, such as extended piles, stone columns, drill displacement columns, geopiers, soil-cement mixing, or other similar methods, would provide vertical support through the existing soils to strengthen the undocumented fill that underlies the Project site. The Project would import approximately 2,000 cubic yards of soil to the site. At least four underground storage tanks were historically present on the Project site along Selby Street, and one additional underground storage tank may have been present near the site's easternmost corner. Although the number of underground storage tanks present on site is not known, the Project sponsor will coordinate with the San Francisco Department of Public Health and comply with all permit requirements under the city's Hazardous Materials and Waste Program, which may result in the need for soil excavation and remediation activities. The total soil excavation volume (140,600 cubic yards) and the total volume of exported soil off site (98,000 cubic yards) included in the estimates above accounts for potential excavation, export, and remediation activities.

Because of the presence of shallow groundwater 3 to 6 feet below ground surface, temporary dewatering and shoring of utility trenches is anticipated to be required in some areas of the site.

g. Construction Schedule.

Construction is anticipated to occur over a total of approximately 31 months. The construction of each building would take approximately 27 months; however, the start of construction for Building A would be approximately 4 months before the start of construction for Building B, resulting in a total construction duration of approximately 31 months.

Construction work would typically occur five to six workdays per week for eight hours per day. Nighttime construction activities are anticipated to occur during specific phases of building construction—specifically, the building envelope and interior buildout phase, and the sitework phase. Nighttime construction activities, as defined by article 29 of the San Francisco Police Code, are construction activities occurring between 8 p.m. and 7 a.m. The Project Sponsor must obtain a permit from the San Francisco Public Works or the Department of Building Inspection (building department) to extend construction activities beyond the allowable construction hours (7 a.m. to 8 p.m.).

The total number of temporary/short-term workers during the approximate 31-month duration of

construction is anticipated to range from approximately 2,500 to 3,000.

3. Expanded Streetscape Variant

The Expanded Streetscape Variant is the project proposed for approval.

An Expanded Streetscape Variant was analyzed in the draft EIR in the event the identified improvements are carried out by the Project Sponsor or other parties in the future. The Expanded Streetscape Variant would include the same land uses and site plan as the Project, but would improve the remainder of adjacent public rights-of-way to Better Streets standards. The Expanded Streetscape Variant would include improvements from the center line of each adjacent street outward to the property line of the adjacent lots. These improvements would include new roadway surfaces, curb cuts, sidewalks, street trees, and other amenities.

Along Toland Street, between Kirkwood and McKinnon Avenues, the Expanded Streetscape Variant would include resurfacing the western (southbound) side of the street. It would include extending the existing 10-foot sidewalk and planting approximately 13 street trees from the Kirkwood intersection to the McKinnon intersection. New curb ramps would be provided at both sides of the Toland Place intersection. Curb ramps and crosswalks would be provided at the southern and western sides of the Toland Street and McKinnon Avenue intersection. Five curb cuts of varying widths (24 to 40 feet) would be provided to maintain existing building access points.

Along Kirkwood Avenue, between Toland and Rankin streets, the Expanded Streetscape Variant would include building a 12-foot sidewalk, and planting approximately 55 street trees on the northern side of the street.

Along Rankin Street, between Kirkwood and McKinnon avenues, the eastern (northbound) side of the street would be resurfaced. A 10-foot sidewalk with approximately 11 street trees and curb and gutter would connect the existing sidewalk at 901 Rankin Street to McKinnon Avenue. One approximately 30-foot-wide curb cut would be added to maintain existing access to the 1900 Newcomb Avenue site.

Along McKinnon Avenue, between Selby and Toland streets, the Expanded Streetscape Variant would include resurfacing the southern side of the street, installing a new curb and gutter, providing approximately 16 back-in diagonal parking spaces, and building a 12-foot sidewalk with approximately 17 street trees. Six approximately 24-foot-wide curb cuts would be added to maintain existing access to properties on the southern side of McKinnon Avenue. Curb ramps would be included on the southwestern and southeastern corners of the intersection with Selby Street. On McKinnon Avenue, between Selby and Rankin streets, the Expanded Streetscape Variant would include resurfacing the southern side of the street, installing a new curb and gutter, and building a 12-foot sidewalk with approximately 12 street trees. Eight curb cuts of varying widths (10 to 50 feet) would be added to maintain existing access to properties on the southern side of McKinnon Avenue.

The maximum depth of ground disturbance associated with the streetscape improvements would be no more than 3 feet. Less than 100,000 square feet of additional surface area would be disturbed as part of the Expanded Streetscape Variant.

For every environmental topic, the environmental impacts of the Expanded Streetscape Variant would be the same as those of the Project as defined in the EIR, and all mitigation measures that would be required

to reduce impacts associated with the Project would also be applicable to the Expanded Streetscape Variant. Accordingly, each of the findings set forth below applies to the Expanded Streetscape Variant in the same manner and to the same extent that it applies to the Project as it is defined in the EIR. As discussed above, the Expanded Streetscape Variant is the project proposed for approval, and all remaining references to the "Project" include the Expanded Streetscape Variant.

B. Project Objectives

The Project Sponsor, Prologis, L.P., would develop the Project. Its underlying objective is to develop a modern, flexible, and durable PDR facility for a diverse and evolving range of uses in a central urban environment. The Project's more specific objectives are to:

1. Advance progress toward the City's long-standing goals to preserve, upgrade, and expand PDR space, including those reflected in the General Plan, Bayview Hunters Point Area Plan, Five-Point Plan for PDR (2012), Make to Manufacture Advanced Manufacturing Playbook (2016), Proposition X (2016), and Economic Recovery Task Force Report (2020).

2. Replace functionally outdated PDR space on the Project site with first- and best-in-class facilities and replenish the supply of PDR space in the City that has been displaced by other development.

3. Redevelop underutilized property to make efficient use of existing utilities, circulation, and complementary uses in the surrounding PDR-2 Zoning District.

4. Use innovative design at a size and scale that accommodates a range of large and small PDR uses, and can adapt over time to different industries and market needs, including anticipated growing demand for parcel delivery and/or last-mile delivery services, in an economically feasible way.

5. Site PDR uses in a dense infill setting to create employment near housing and reduce vehicle miles traveled for potential distribution uses by locating such uses in San Francisco proximate to multiple freeways, rather than traditional suburban locations.

6. Provide a positive fiscal impact by creating jobs at a variety of experience levels, including career-building and advancement opportunities, enhancing property values, generating property taxes, and introducing workers that will support direct and indirect local business growth in the Bayview.

7. Boost resiliency in the local supply chain and disaster response capabilities by providing large-scale, adaptable facilities that can be rapidly mobilized in a central location.

8. Further progress toward local and state goals in transitioning toward carbon-efficient vehicle fleets, building construction, and operations as cost-effective technology becomes available.

9. Create a safe and compelling streetscape, consistent with Better Streets standards, with green infrastructure and active ground floors, accessible by multiple modes of transportation, including bicycles and pedestrians.

C. Environmental Review

The environmental review for the Project is described in Planning Commission Motion No. _____, to

which this Attachment A is attached.

D. Approval Actions.

The Project requires the following approvals:

1. San Francisco Planning Commission Approvals.

- Recommendation to the Board of Supervisors to approve the Planning Code Text and Zoning Map Amendments for height district reclassification and to adopt a new Special Use District.
- Approval of a Conditional Use Authorization in accordance with Planning Code Sections 303 and 304 for a Planned Unit Development (PUD).
- Recommendation to the Board of Supervisors to approve a Development Agreement.
- Adoption of the proposed Design Standards and Guidelines document.
- Adoption of findings under the California Environmental Quality Act.

2. San Francisco Board of Supervisors Actions.

- Approval of Planning Code Text and Zoning Map Amendments for height district reclassification and to adopt a new Special Use District.
- Approval of the Development Agreement.

3. San Francisco Department of Building Inspection.

- Approval of demolition, grading, and building permits for the demolition of the existing buildings, and construction of the new building.
- Approval of night noise permit for work performed outside the normal 7 a.m. to 8 p.m. construction hours.

4. San Francisco Department of Public Works Actions.

- Approval of a permit to remove and replace street trees adjacent to the Project site, and a partial waiver from Public Works Code section 806(d) to provide fewer street trees than required.
- Approval of Street Improvement Permits for streetscape improvements.
- Approval of one or more encroachment permits and/or overwide driveway permits.
- Approval of night noise permit for work performed outside the normal 7 a.m. to 8 p.m. construction hours.

5. San Francisco Municipal Transportation Agency Actions.

- Approval of temporary use permits during construction.
- Approval of permanent curb modifications, and modifications to the roadway directions and lane configurations on the streets surrounding the Project site.

6. San Francisco Department of the Environment Actions.

- Approval of a Demolition Debris Recovery Plan.

7. San Francisco Public Utilities Commission Actions.

- Approval of any changes to sewer laterals.
- Approval of a modified Stormwater Control Plan.
- Approval of an erosion sediment control plan before the start of construction, compliance with post-construction stormwater design guidelines, including a stormwater control plan, new curb and gutter system, cistern design, and groundwater dewatering wells per San Francisco Health Code article 12B (joint approval with the San Francisco Department of Public Health).

8. San Francisco Department of Public Health Actions.

- If applicable, approval of a hazardous materials release plan and inventory program pursuant to San Francisco Health Code articles 21 and 21A.
- Approval of a dust control plan pursuant to San Francisco Building Code section 106 and San Francisco Health Code article 22B.
- Approval of a site mitigation plan and soil mitigation plan in compliance with San Francisco Health Code article 22A (the Maher Ordinance).
- Review and approval of groundwater dewatering wells (joint approval with the San Francisco Public Utilities Commission [SFPUC]).

9. Actions By Other Agencies.

a. Bay Area Air Quality Management District Actions.

- Issuance of permits for the installation and operation of emergency generators.
- Approval that the Project complies with the air board's asbestos airborne toxic control measure related to naturally occurring asbestos (if applicable, the preparation and approval of an asbestos dust mitigation plan may be required).
- Certification to the building department that all asbestos-containing building materials have been removed and properly disposed in accordance with the law before demolition of the existing buildings.

- Approval of permits for installation, operation, and testing of individual air pollution sources associated with tenant-specific activities, as required by air district rules and regulations.

b. Caltrans Actions.

- Coordination, review, and issuance of a Caltrans standard encroachment permit.

E. Findings about Environmental Impacts and Mitigation Measures.

The following Sections II, III and IV set forth the findings about the determinations of the Final EIR regarding significant environmental impacts and the mitigation measures proposed to address them. These findings provide written analysis and conclusions regarding the environmental impacts of the Project, and the mitigation measures included as part of the Final EIR and adopted as part of the Project.

In making these findings, the opinions of the Planning Department and other City staff and experts, other agencies and members of the public have been considered. These findings recognize that the determination of significance thresholds is a judgment within the discretion of the City and County of San Francisco; the significance thresholds used in the Final EIR are supported by substantial evidence in the record, including the expert opinion of the Final EIR preparers and City staff; and the significance thresholds used in the Final EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project.

These findings do not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, a full explanation of these environmental findings and conclusions can be found in the Final EIR and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the determination regarding the Project impacts and mitigation measures designed to address those impacts. In making these findings, the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, are hereby ratified, adopted and incorporated in these findings, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

As set forth below, the mitigation measures set forth in the Final EIR and the attached MMRP are hereby adopted and incorporated, to substantially lessen or avoid the potentially significant impacts of the Project as indicated. Accordingly, in the event a mitigation measure recommended in the Final EIR has inadvertently been omitted in these findings or the MMRP, such mitigation measure is nevertheless hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in these findings or the MMRP fails to accurately reflect the mitigation measure in the Final EIR due to a clerical error, the language of the mitigation measure as set forth in the Final EIR shall control. The impact numbers and mitigation measure numbers used in these findings reflect the numbers contained in the Final EIR.

These findings are based upon substantial evidence in the entire record before the Planning Commission. The references set forth in these findings to certain pages or sections of the EIR or responses to comments in the Final EIR are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

II. IMPACTS OF THE PROJECT FOUND TO BE LESS THAN SIGNIFICANT AND THUS NOT REQUIRING MITIGATION

Under CEQA, no mitigation measures are required for impacts that are less than significant (Pub. Res. Code § 21002; CEQA Guidelines §§ 15126.4, subd. (a)(3), 15091). As more fully described in the Final EIR and the Initial Study, and based on the evidence in the whole record of this proceeding, , the Planning Commission finds that implementation of the Project would not result in any significant impacts in the following areas and that these impact areas therefore do not require mitigation:

Land Use and Planning

- **Impact LU-1:** The Project would not physically divide an established community. (Initial Study, pp. 56-57)
- **Impact LU-2:** The Project would not cause a significant physical environmental impact due to a conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. (Initial Study, pp. 57-58)
- **Impact C-LU-1:** The Project, in combination with cumulative projects, would not result in a significant cumulative impact related to land use and planning. (Initial Study, pp. 58-59)

Population and Housing

- **Impact PH-1:** The Project would not induce substantial unplanned population growth beyond that projected by regional forecasts, either directly or indirectly. (Initial Study, pp. 60-63)
- **Impact C-PH-1:** The Project, in combination with cumulative projects, would not result in a significant cumulative impact related to population and housing. (Initial Study, p. 63)
- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** Because there are no residences on the project site, the Project would not displace substantial numbers of existing people or housing that would necessitate the construction of replacement housing elsewhere. (Initial Study, p. 60)

Cultural Resources

- **Impact CR-1:** The Project would not cause a substantial adverse change in the significance of a historical resource as defined in section 15064.5, including those resources listed in article 10 or article 11 of the planning code. (Initial Study, pp. 64-66)
- **Impact C-CR-1:** The Project would have no cumulative impact on historical resources of the built environment (Initial Study, p. 76)

Transportation and Circulation

- **Impact TR-1**: Construction of the Project would require a substantially extended duration or intense activity due to construction, but the secondary effects of that construction would not create potentially hazardous conditions for people walking, bicycling, or driving, or public transit

operations, or interfere with emergency access or accessibility for people walking or bicycling, or substantially delay public transit. (Draft EIR, pp. 3.B-42 – 3.B-45)

- **Impact TR-2:** Operation of the Project would not create potentially hazardous conditions for people walking, bicycling, or driving, or public transit operations. (Draft EIR, pp. 3.B-46 – 3.B-49)
- **Impact TR-3:** Operation of the Project would not interfere with accessibility of people walking or bicycling to and from the Project site and adjoining areas, or result in inadequate emergency access. (Draft EIR, pp. 3.B-49 – 3.B-50)
- **Impact TR-4:** Operation of the Project would not substantially delay public transit. (Draft EIR, pp.3.B-50 – 3.B-53)
- **Impact TR-5:** Operation of the Project would not cause substantial additional VMT or substantially induce automobile travel. (Draft EIR, pp. 3.B-53 – 3.B-57)
- **Impact TR-6:** Operation of the Project would not result in a loading deficit. (Draft EIR, pp. 3.B-57 – 3.B-59)
- **Impact C-TR-1:** The Project, in combination with cumulative Projects, would not result in significant construction-related transportation impacts. (Draft EIR, pp. 3.B-59 – 3.B-60)
- **Impact C-TR-2:** The Project, in combination with cumulative Projects, would not create potentially hazardous conditions. (Draft EIR, pp. 3.B-60 – 3.B-61)
- **Impact C-TR-3:** The Project, in combination with cumulative Projects, would not interfere with accessibility. (Draft EIR, pp. 3.B-61 – 3.B-62)
- **Impact C-TR-4:** The Project, in combination with cumulative Projects, would not substantially delay public transit. (Draft EIR, pp. 3.B-62 – 3.B-63)
- **Impact C-TR-5:** The Project, in combination with cumulative Projects, would not cause substantial additional VMT or substantially induce automobile travel. (Draft EIR, p. 3.B-63)
- **Impact C-TR-6:** The Project, in combination with cumulative Projects, would not result in significant cumulative loading impacts. (Draft EIR, p. 3.B-64)

Noise

- **Impact NO-1:** Construction of the Project would not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project area in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. (Draft EIR, pp. 3.C-26 – 3.C-31)
- **Impact NO-2:** Construction of the Project would not generate excessive groundborne vibration or groundborne noise levels. (Draft EIR, pp. 3.C-31 – 3.C-32)
- **Impact C-NO-1:** Construction of the Project, in combination with construction of cumulative

projects, would not result in the generation of a substantial temporary or permanent increase in ambient noise levels in excess of standards. (Draft EIR, pp. 3.C-48 – 3.C-49)

- **Impact C-NO-2:** Construction of the Project, in combination with construction of cumulative projects, would not result in the generation of excessive groundborne vibration or groundborne noise levels. (Draft EIR, p. 3.C-49)

- **Impact C-NO-3:** Operation of the Project, in combination with cumulative projects, would not result in the generation of a substantial temporary or permanent increase in ambient noise levels in excess of standards. (Draft EIR, pp. 3.C-49 – 3.C-50)

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** The Project would not expose people residing or working in the area to excessive noise levels related to private airstrips or public or public use airports in the Project vicinity. (Initial Study, p. 83)

Air Quality

- **Impact AQ-2:** Construction of the Project would not result in a cumulatively considerable net increase in a criteria air pollutant for which the project region is in nonattainment status under an applicable federal, state, or regional ambient air quality standard. (Draft EIR, pp. 3.D-38 – 3.D-41)

- **Impact AQ-4:** The Project would not result in emissions of fine particulate matter ($PM_{2.5}$) and toxic air contaminants (TACs) that would expose sensitive receptors to substantial pollutant concentrations. (Draft EIR, pp. 3.D-60 – 3.D-70)

- **Impact AQ-5:** The Project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people. (Draft EIR, pp. 3.D-70 – 3.D-71)

- **Impact C-AQ-1:** The Project, in combination with existing conditions and cumulative projects, would result in a significant cumulative health risk impact. The Project's contribution would be less than cumulatively considerable. (Draft EIR, pp. 3.D-71 – 3.D-77)

- **Impact C-AQ-2:** The Project, in combination with cumulative projects, would not combine with other sources of emissions, such as those leading to odors, that would adversely affect a substantial number of people. (Draft EIR, p. 3.D-78)

Greenhouse Gas Emissions

- **Impact C-GG-1:** The Project would generate greenhouse gas emissions, but not at levels that would result in a significant impact on the environment or conflict with any policy, plan, or regulation adopted for the purpose of reducing greenhouse gas emissions. (Initial Study, pp. 97-101)

Shadow

- **Impact SH-1:** The Project would not create new shadow in a manner that substantially and adversely affects the use and enjoyment of publicly accessible open spaces. (Initial Study, pp.

114-115)

- **Impact C-SH-1:** The Project, in combination with cumulative projects in the project site vicinity, would result in less-than-significant cumulative shadow impacts. (Initial Study, pp. 115-116)

Recreation

- **Impact RE-1:** The Project would not increase the use of existing parks and recreational facilities such that substantial physical deterioration of the facilities would occur or be accelerated. (Initial Study, pp. 117-119)

- **Impact RE-2:** The Project would not include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment. (Initial Study, p. 119)

- **Impact C-RE-1:** The Project, in combination with cumulative projects in the vicinity of the project site, would result in less-than-significant cumulative impacts related to recreation. (Initial Study, pp. 119-120)

Utilities and Service Systems

- **Impact UT-1:** The Project would not require or result in the relocation or construction of new or expanded water, wastewater treatment, or stormwater drainage, electric power, natural gas, or telecommunications facilities that could result in environmental effects beyond those evaluated throughout the initial study. (Initial Study, pp. 121-122)

- **Impact UT-2:** The Project would not exceed the capacity of the Southeast Treatment Plant and would not require the construction of new or expansion of existing wastewater and stormwater treatment facilities. (Initial Study, pp. 122-124)

- **Impact UT-3:** SFPUC has sufficient water supply available to serve the Project and future development during normal, dry, and multiple dry years. (Initial Study, pp. 124-137)

- **Impact UT-4:** The Project would not generate solid waste in excess of state or local standards, or in excess of capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals, and would comply with applicable waste management and reduction statutes and regulations related to solid waste. (Initial Study, pp. 138-141)

- **Impact C-UT-1:** The Project, in combination with cumulative projects, would result in less-than-significant cumulative impacts on utilities and service systems. (Initial Study, pp. 141-142)

Public Services

- **Impact PS-1:** The Project would not result in an increase in demand for police protection, fire protection, schools, or other services to an extent that would require new or physically altered fire, police, school, or other public facilities, the construction of which could result in significant environmental impacts. (Initial Study, pp. 143-147)

- **Impact C-PS-1:** The Project would have a less-than-significant cumulative impact on public services. (Initial Study, p. 147)

Biological Resources

- **Impact BI-1:** The Project would not have a substantial adverse effect, either directly or indirectly through habitat modifications, on species or their habitat identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. (Initial Study, pp. 149-150)

- **Impact BI-2:** The Project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. (Initial Study, pp. 150-151)

- **Impact BI-3:** The Project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. (Initial Study, pp. 151-152)

- **Impact C-BI-1:** The Project in combination with cumulative Projects would not result in cumulative impacts to biological resources. (Initial Study, pp. 152-153)

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** The Project would not affect any riparian habitat or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. The Project would not conflict with any adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan. (Initial Study, pp. 148-149)

Geology and Soils

- **Impact GE-1:** The Project would not directly or indirectly cause potential adverse effects related to the rupture of a known earthquake fault, strong seismic ground shaking, and seismic-related ground failure, including liquefaction, or landslides. (Initial Study, pp. 162-164)

- **Impact GE-2:** Construction and operation of the Project would not result in substantial erosion or loss of topsoil. (Initial Study, pp. 164-165)

- **Impact GE-3:** The Project site is not located on a geologic unit or soil that is unstable, or that could become unstable as a result of the Project. (Initial Study, pp. 165-166)

- **Impact GE-4:** The Project would not create substantial direct or indirect risk to life or property as a result of being located on expansive soils. (Initial Study, pp. 166-167)

- **Impact C-GE-1:** The Project, in combination with cumulative projects in the project site vicinity, would have less-than-significant cumulative impacts related to geology, soils, and seismicity. (Initial Study, pp. 169-170)

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** The Project would have no impacts related to soils incapable of adequately supporting the use of septic tanks or

alternative wastewater disposal systems, and would not destroy a unique geologic feature. (Initial Study, pp. 154-155)

Hydrology and Water Quality

- **Impact HY-1:** The Project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality, create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, or conflict with or obstruct implementation of a water quality control plan. (Initial Study, pp. 172-176)

- **Impact HY-2:** The Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin or conflict with or obstruct implementation of a sustainable groundwater management plan. (Initial Study, pp. 176-177)

- **Impact HY-3:** The Project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would result in substantial erosion or siltation onsite or offsite; substantially increase the rate or amount of surface runoff in a manner that would result in flooding onsite or offsite; or impede or redirect flood flows. (Initial Study, pp. 177-178)

- **Impact C-HY-1:** The Project, in combination with cumulative Projects, would not result in cumulative impacts related to hydrology and water quality. (Initial Study, pp. 178-179)

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** The Project would not result in a risk of release of pollutants due to Project inundation from flood hazard, tsunami, or seiche. (Initial Study, pp. 171-172)

Hazards and Hazardous Materials

- **Impact HZ-1:** The Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials or create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. (Initial Study, pp. 188-192)

- **Impact HZ-2:** The Project would not impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan. (Initial Study, pp. 193-194)

- **Impact C-HZ-1:** The Project, in combination with cumulative projects, would not result in cumulative impacts related to hazards and hazardous materials. (Initial Study, p. 194)

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** The Project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school; result in a safety hazard or excessive noise for people residing or working in the Project area due to the Project site's location within an airport land use plan or within 2 miles of a public airport or public use airport; or expose

people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. (Initial Study, p. 180)

Mineral Resources

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** The project would not result in the loss of availability of a known mineral resource that would be of value to the region and residents of the state and would not result in the loss of a locally important mineral resources recovery site delineated on a local general plan, specific plan or other land use plan, either individually or cumulatively. (Initial Study, p. 195)

Energy Resources

- **Impact EN-1:** The Project would not result in a significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation; nor would it conflict with or obstruct a state or local plan for renewable energy or energy efficiency. (Initial Study, pp. 196-200)

- **Impact C-EN-1:** The Project, in combination with cumulative Projects, would not result in a significant cumulative impact related to energy resources. (Initial Study, pp. 200-201)

Agriculture and Forest Resources

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** No land in San Francisco has been designated as agricultural land or forest land, and therefore there would be no impacts to agricultural or forest resources. (Initial Study, pp. 202-203)

Wildfire

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** The city does not have any state responsibility areas for fire prevention or lands that have been classified as very high fire hazard severity zones. Therefore, this topic is not applicable to the Project . (Initial Study, p. 204)

III. FINDINGS OF POTENTIALLY SIGNIFICANT IMPACTS THAT CAN BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL THROUGH MITIGATION MEASURES

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a Project's identified significant impacts or potential significant impacts if such measures are feasible (unless mitigation to such levels is achieved through adoption of a Project alternative). The findings in this Section III concern mitigation measures set forth in the Final EIR. These findings discuss mitigation measures as identified in the Final EIR for the Project. The full text of the mitigation measures is contained in the Final EIR and in **Attachment B**, the Mitigation Monitoring and Reporting Program. The impacts identified in this Section III would be reduced to a less-than-significant level through implementation of the mitigation measures contained in the Final EIR, included in the Project, or imposed as conditions of approval and set forth in **Attachment B.**

The project sponsor has agreed to implement the following mitigation measures to address potential

cultural resource impacts, tribal cultural resource impacts, operational noise impacts, conflicts with the Clean Air Plan, operational air quality impacts (NO_x), project-level and cumulative wind hazard impacts, and paleontological impacts identified in the EIR and the Initial Study. As authorized by CEQA section 21081 and CEQA Guidelines sections 15091, 15092, and 15093, based on substantial evidence in the whole record of this proceeding, the Planning Commission finds that, unless otherwise stated, the Project will be required to incorporate mitigation measures identified in the EIR into the Project to mitigate or avoid significant or potentially significant environmental impacts. These mitigation measures will reduce or avoid the potentially significant impacts described in the EIR, and the Planning Commission finds that these mitigation measures are feasible to implement and are within the responsibility and jurisdiction of the city to implement or enforce. In addition, the required mitigation measures are fully enforceable and will be included as conditions of approval for project approvals under the Project, as applicable, and also will be enforced through conditions of approval in building permits issued for the Project by the San Francisco Department of Building Inspection, as applicable. With the required mitigation measures, these Project impacts would be avoided or reduced to a less-than-significant level.

The Commission recognizes that some of the mitigation measures are partially within the jurisdiction of other agencies. The Commission urges these agencies to assist in implementing these mitigation measures, and finds that these agencies can and should participate in implementing these mitigation measures.

Cultural Resources

Impact CR-2: The Project could cause a substantial adverse change in the significance of an archeological resource pursuant to section 15064.5. (Initial Study, pp. 66-75)

The Project site is highly sensitive for near-surface prehistoric resources (that is, on the land surface below any imported fill, as it existed prior to development); moderately sensitive for buried prehistoric resources; and, variably, of very high to very low sensitivity for submerged prehistoric resources. Based on the depth of artificial fill, which geotechnical coring suggests is 14 feet or deeper over most of the Project site, the potential for effects to prehistoric resources from Project grading and excavation may be low, but the potential for impacts to prehistoric resources from pile installation and soil improvements is high to very high. Although the closest known prehistoric resource is more than 600 feet distant from the Project site, the Project location is a former bank on an infilled portion of Islais Creek and its estuary; this area would have been highly attractive for prehistoric occupation, except where the main stem of Islais Creek ran across the Project site prior to infill. Archeological resources are not anticipated on the modern surface, because the Project site sits on land reclaimed from bay marshes with imported fill. However, prehistoric resources that lay at the historic surface and along the shores of the marsh lands could be encountered during Project excavations.

The Project's foundation design would involve concrete spread footings and/or grade beams set on improved and engineered soil, with excavation for the foundations likely to extend 10 feet below existing grade. Typical foundation excavation is expected to extend to 7 feet below grade, with elevator pits and utility trenching extending to 10 feet below existing grade. Although these disturbances are not deep enough to potentially impact deeply buried archeological deposits, they could affect resources buried at shallower depths, depending on the exact depth of twentieth century fill. In addition, it is anticipated that pile foundations would be necessary to support the buildings. Approximately 7,000 25-foot-deep stone columns and approximately 900 60-foot-deep auger-cast piles would be used for the entire site. Each of

these auger cast piles would be extended approximately 60 feet below ground surface, and they would be of sufficient depth to potentially impact deeply buried or submerged prehistoric archeological resources. These proposed ground-disturbing construction activities have the potential to alter in an adverse manner the physical characteristics of archeological resources. Therefore, Project implementation could result in a substantial adverse change in the significance of an archeological resource pursuant to CEQA guidelines section 15064.5, resulting in a significant impact unless mitigated.

Mitigation

Mitigation Measure M-CR-2: Archeological Testing

To reduce potentially significant impacts on prehistoric archaeological resources, Mitigation Measure M-CR-2 would require the project sponsor to retain the services of an archaeologist from the planning department's qualified archaeological consultants list to develop and implement an archaeological testing program.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-CR-2 would reduce Impact CR-2 to a less-than-significant level for the Project.

Impact CR-3: The Project could disturb human remains, including those interred outside of formal cemeteries. (Initial Study, pp. 75-76)

No known human burials have been identified in the study area. However, the possibility cannot be discounted that human remains could be inadvertently disturbed during Project excavations and pile extension activities in the Project site, given the elevated sensitivity for the area to contain near-surface and deeply buried and submerged prehistoric resources. Therefore, Project implementation could result in impacts on previously undiscovered human remains, including those interred outside of formal cemeteries, during ground-disturbing activities. If human remains are discovered during construction, this would be considered a significant impact without mitigation.

Mitigation

Mitigation Measure M-CR-2: Archeological Testing

To reduce potentially significant impacts on human remains, Mitigation Measure M-CR-2 would ensure that the treatment of human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activity complies with applicable state and federal laws.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-CR-2 would reduce Impact CR-3 to a less-than-significant level for the Project .

Impact C-CR-1: The Project , in combination with cumulative Projects, could result in cumulative cultural resource impacts. (Initial Study, pp. 76-77)

Implementation of the Project has the potential to result in significant impacts to as-yet undiscovered buried archeological resources and to human remains, although no archeological resources or human remains are known to be present at the Project site. The immediate Project vicinity is similarly moderately to very highly sensitive for the presence of buried prehistoric archeological resources and

human remains: although there are no known resources in the immediate vicinity, there is a known prehistoric site approximately 600 feet away. If a resource were found to be present at the Project site, it is possible that its extent could include the adjacent Project site, which is where the SF Market Project is proposed. The SF Market Project involves excavation for all Project phases. In the event that both Projects impact an archaeological resource during construction, a significant cumulative impact to the resource could occur. Under these circumstances, the Project and the SF Market could result in significant cumulative impacts on archaeological resources or human remains, and the Project's impact could be cumulatively considerable.

Mitigation

Mitigation Measure M-CR-2: Archeological Testing

Compliance with the procedures identified in Mitigation Measure M-CR-2 would ensure that in the event archaeological resources or human remains are discovered on the project site, the important information they represent would be preserved and interpreted to the public. This would ensure that the project's contribution to a significant cumulative archeological and human remains impact would not be cumulatively considerable.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-CR-2 would reduce Impact C-CR-1 to a less-than-significant level for the Project.

Tribal Cultural Resources

Impact TCR-1: The Project could result in a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code section 21074. (Initial Study, pp. 78-80)

Pursuant to Assembly Bill (AB) 52 (Public Resources Code section 21080.3.1(d)), on October 17, 2019, the Planning Department contacted Native American individuals and organizations for the San Francisco area, providing a description of the Project and requesting comments on the identification, presence, and significance of tribal cultural resources in the Project vicinity. During the 30-day comment period, no Native American tribal representatives contacted the Planning Department to request consultation. There is a moderate to high potential that prehistoric archeological resources may be present, buried below the surface of the Project site. Based on prior Native American consultation under AB 52, all archeological sites of Native American origin in San Francisco, including all prehistoric archeological sites, are considered to be potential tribal cultural resources. If tribal cultural resources are disturbed during Project implementation (i.e., through Project excavations or pile extension), this would be considered a significant impact without mitigation.

Mitigation

Mitigation Measure M-CR-2: Archeological Testing

Mitigation Measure M-TCR-1: Tribal Cultural Resources Interpretive Program

Mitigation Measure M-CR-2 would ensure that archaeological resources that may be present in soils that would be disturbed by project construction would be identified and assessed. In the event that archaeological resources are found, they would be assessed to determine whether they constitute

significant tribal cultural resources, and preserved or recovered as appropriate, in accordance with Mitigation Measure M-TCR-1.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-CR-2 and M-TCR-1 would reduce Impact TCR-1 to a less-than-significant level for the Project.

Impact C-TCR-1: The Project , in combination with cumulative Projects, could result in cumulative cultural resource impacts. (Initial Study, pp. 80-81)

As presented under Impact TCR-1, implementation of the Project has the potential to result in significant impacts to buried archeological resources, because this area of San Francisco is considered moderately to highly sensitive for the presence of buried prehistoric archeological resources. Such prehistoric archeological resources could also be tribal cultural resources, as explained above. Although no such resources are known at the Project site and the closest known site is about 400 feet distant, construction activities at Project sites in the immediate vicinity, such as the SF Market project, would have a similar potential to that of the Project to result in significant impacts to buried prehistoric archeological resources that also may be tribal cultural resources. In this situation, a significant cumulative impact could occur. In the event of the discovery during construction of an archaeological resource that is determined to be a tribal cultural resource, the Project's contribution to the cumulative impact would be cumulatively considerable without mitigation.

Mitigation

Mitigation Measure M-CR-2: Archeological Testing

Mitigation Measure M-TCR-1: Tribal Cultural Resources Interpretive Program

Compliance with the procedures identified in Mitigation Measures M-CR-2 and M-TCR-1 would ensure that, if significant tribal cultural resources are discovered, the important values and information represented by these resources would be preserved and/or interpreted to the public in consultation with the affiliated Native American tribal representatives. This would ensure that the project's contribution to a significant cumulative impact on tribal cultural resources would not be cumulatively considerable.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-CR-2 and M-TCR-1 would reduce Impact C-TCR-1 to a less-than-significant level for the Project .

Noise

Impact NO-3: Operation of the Project would result in the generation of a substantial temporary or permanent increase in ambient noise levels in the Project area in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. (Draft EIR, pp. 3.C-33 - 3.C-48)

The area surrounding the Project site to the southeast and east (made up of warehouse, storage, distribution, and SFPUC land uses), would experience the largest traffic noise increase from the Project of 2 dBA. Except in carefully controlled laboratory experiments, a change of only 1 dBA in sound level cannot generally be perceived by the human ear. Outside of the laboratory, a 3 dBA change is considered a barely perceptible difference. Therefore, traffic noise generated by the Project would not result in a substantial

permanent increase in ambient noise levels. Traffic noise impacts resulting from operation of the Project would be less than significant.

Fixed-source noise associated with typical Project operations would include the HVAC systems and testing of the emergency power generator systems. The Project would install two emergency generator units to prevent operational restrictions during periods of grid failure. Each building would be outfitted with a single 440 horsepower (hp) 400 kilovolt ampere (kVA) generator. The noise analysis assumed that these units would be at ground level along the northeastern perimeter of the Project site along Kirkwood Avenue, with an exhaust stack height of 12 feet. The reference noise source level input into the model for each unit was 70 dBA at 23 feet. This level is representative of the 75 percent load reference sound level of a slightly larger, 500 kVA emergency generator. Based on recommendations from the public health department, the analysis evaluates whether the Project's emergency generators would exceed 75 dBA at the property plane or the fixed residential interior noise limits provided in section 2909(d) of the noise ordinance (interior noise limits of 55 dBA between the hours of 7 a.m. and 10 p.m. and 45 dBA between the hours of 10 p.m. and 7 a.m. at any receptor land use with a dwelling unit). Additionally, testing of emergency generators would occur between the hours of 7 a.m. and 8 p.m. The maximum predicted noise level generated from emergency generator testing and emergency operation at the northeastern property plane was 68 dBA. Therefore, the property plane noise levels from temporary emergency generator testing would be less than significant.

Because specific designs for the HVAC systems have not been prepared and a conservative assessment for CEQA review is appropriate to evaluate a worst-case operational scenario, the fixed-source operational noise analysis assumed an event during which carbon dioxide detection systems on all three Project logistics yard levels would reach ventilation system activation levels. This scenario would result in full-power, simultaneous operation of logistics yard ventilation units throughout both Project buildings. Considering rooftop ventilation unit operation, this worst-case scenario would generate a combined ventilation flow rate of more than 1 million cubic feet per minute.

Project predicted fixed-source noise levels would range from 30 to 37 dBA at the interior locations of the nearest residential structures. These values would not exceed the article 29 (Section 2909[d]) interior noise level limit of 55 dBA Leq during the daytime or 45 dBA Leq during the nighttime. However, predicted fixed-source noise levels due to Project operations would exceed the article 29 property plane noise limit (8 dBA above ambient) at all Project property boundaries by 2 to 16 dBA. Noise expected to be generated by the logistics yard ventilation system is the primary cause of predicted exceedance of the article 29 requirements at elevations below the Project buildings' rooftop heights because they exhaust outward from the building façades.

Without implementation of noise control measures, the Project's fixed-noise sources would result in exceedances of section 2909(b) requirements. Furthermore, as noted in the above description of the Project, the specific tenants that would occupy the building are unknown, and the building is designed to accommodate an assortment of PDR tenants that would change over time in response to economic and technological conditions. Individual tenants may have additional HVAC needs, which are currently unknown. Therefore, it is also possible for individual tenant HVAC systems to exceed the requirements in the noise ordinance. Exceedances of the limits in the noise ordinance would be a significant impact of the Project without mitigation.

Mitigation

Mitigation Measure M-NO-3a: Fixed-Mechanical Equipment Noise Attenuation for Buildings A and B

Mitigation Measure M-NO-3b: Fixed-Source Noise Attenuation for Building Tenants

To achieve compliance with the article 29 requirements and lessen noise from proposed project fixed-source mechanical equipment, Mitigation Measures M-NO-3a and M-NO-3b identify several feasible options to achieve the required noise reduction from the onsite mechanical equipment. The noise-reduction measures identified in Mitigation Measure M-NO-3a would reduce noise levels at the property plane by up to 18 dBA and therefore meet the property plane noise limits of article 29, section 2909(b). Additionally, Mitigation Measure M-NO-3b would ensure that all additional noise-generating equipment required by proposed project tenants would meet the requirements of article 29, sections 2909(b) and 2909(d).

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-NO-3a and MM-NO-3b would reduce Impact NO-3 to a less-than-significant level for the Project .

Air Quality

Impact AQ-1: The Project could conflict with or obstruct implementation of the 2017 Clean Air Plan. (Draft EIR, pp. 3.D-34 – 3.D-37)

The Project is a clean construction Priority Project pursuant to Planning Director Bulletin No. 2, thereby incorporating, at a minimum, equipment that meets Tier 4 interim emissions standards for all equipment greater than 25 hp, which would minimize construction-related exhaust emissions. Furthermore, construction equipment with engines greater than 25 hp would be required to be rated Tier 4 Final, and construction equipment that is readily available as plug-in or battery-electric equipment shall be used instead of diesel-powered equipment during construction, in accordance with Mitigation Measure M-AQ-3h. These measures would be consistent with the 2017 Clean Air Plan's MSM-C1, "Construction and Farming Equipment," which encourages the use of various strategies, such as the use of renewable electricity and fuels, to reduce emissions from construction and farming equipment.

The Project would align with the 2017 Clean Air Plan's Energy and Buildings Measures through implementation of existing city policies and additional design features aimed at improving energy efficiency and reducing reliance on nonrenewable energy resources, including elimination of onsite natural gas infrastructure and incorporation of onsite solar power generation. The Project would install a rooftop photovoltaic solar system for onsite electricity generation and would eliminate onsite natural gas infrastructure. The Project would be subject to the provisions of the San Francisco Green Building Code, and therefore would comply with some of the most stringent building energy-related requirements in the country.

The Project would be consistent with numerous control measures of the 2017 Bay Area Clean Air Plan, which demonstrates how the region will improve ambient air quality and achieve the state and federal ambient air quality standards. However, the Project would result in unmitigated operational NO_X emissions that would exceed the thresholds of significance that were established by the air district (discussed further under Impact AQ-3). Because NO_X (an ozone precursor) emissions thresholds would be exceeded on an ongoing basis during Project operations and because the region is in nonattainment for

ozone, the Project would not support one of the Clean Air Plan's primary goals—to reduce regional criteria air pollutant emissions. Therefore, the Project could conflict with the Clean Air Plan, and this impact would be significant without mitigation.

Mitigation

Mitigation Measure M-AQ-3a: Electrification of Yard Equipment

Mitigation Measure M-AQ-3b: Electrification of Transportation Refrigeration Units

Mitigation Measure M-AQ-3c: Prohibition of Truck and Van Idling for More than Two Minutes

Mitigation Measure M-AQ-3d: Limitation on Model Year of Visiting Trucks

Mitigation Measure M-AQ-3e: Diesel Backup Generator Specifications

Mitigation Measure M-AQ-3f: Limitation on Manufacturing and Maker Space Emissions

Mitigation Measure M-AQ-3g: Compliance with CalGreen Tier 2 Green Building Standards

Mitigation Measure M-AQ-3h: Requirements for Off-Road Construction Equipment

Mitigation Measure M-AQ-3i: Development and Implementation of Operational Emission Management Plan

Mitigation Measure M-AQ-3h entails implementing additional emissions reduction commitments for the proposed project to minimize construction-related emissions. In addition, as detailed in the discussion of Impact AQ-3, implementation of Mitigation Measures M-AQ-3a through M-AQ-3g and M-AQ-3i would reduce operational NO_X emissions to a level that would not exceed the thresholds of significance for NO_X.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-AQ-3a through M-AQ-3i would reduce impact AQ-1 to a less-than-significant level for the Project .

Impact AQ-3: The Project would result in a cumulatively considerable net increase in a criteria air pollutant for which the Project region is in nonattainment status under an applicable federal, state, or regional ambient air quality standard. (Draft EIR, pp. 3.D-41 – 3.D-60)

For Project operational emissions at build out (assumed in the analysis to occur as early as 2025), the net increase in emissions of ROG, $PM_{2.5}$, and PM_{10} would not exceed their respective daily or annual significance thresholds. However, the net increase in daily and annual operational emissions of NO_X would exceed the significance thresholds for this criteria air pollutant. Therefore, the Project would result in a cumulatively considerable net increase in NO_X, for which the Project region is in nonattainment status under an applicable federal, state, or regional ambient air quality standard. This impact would be significant without mitigation.

Over time, it is anticipated that certain emissions control technologies will advance, and air pollutant regulations will become more stringent, resulting in a reduction in long-term operational emissions with no change in operational activity with the Project. Without incorporation of mitigation measures, the Project's operational emissions would attenuate over time with fleet turnover and changes in regulations

and technology that would reduce emissions. Although the NO_X emissions would still exceed thresholds, the Project-generated daily emissions of NO_X would decline by approximately 27 percent and 38 percent by the years 2035 and 2050, respectively, relative to the initial operating year of 2025. In addition, other criteria air pollutants would be reduced as follows: ROG by approximately 8 percent (2035) and 11 percent (2050); PM_{10} by approximately 3 percent (2035) and 5 percent (2050); and $PM_{2.5}$ by approximately 7 percent (2035) and 10 percent (2050). Furthermore, improvements in emissions that may result from very recent or still-developing regulations, such as the November 2022 amendments to the in-use off-road diesel-fueled fleets regulation, the 2022 TRU airborne toxic control measure amendments, and the under-development advanced clean fleet regulations are not captured in these future emissions estimates. Additional emissions reductions would likely be achieved through technological advances that would further reduce area source emissions associated with consumer products, stationary source emissions associated with backup generators, and potentially further mobile source emissions reductions if fleet electrification or other emissions reductions occur at a faster rate than currently projected by the air board in the EMFAC database for the vehicle activity. However, at initial operation and until such time as these regulations effectively reduce NO_X emissions to below the threshold of significance identified in the EIR, the Project would result in significant NO_X emissions without mitigation.

Mitigation

Mitigation Measure M-AQ-3a: Electrification of Yard Equipment

Mitigation Measure M-AQ-3b: Electrification of Transportation Refrigeration Units

Mitigation Measure M-AQ-3c: Prohibition of Truck and Van Idling for More than Two Minutes

Mitigation Measure M-AQ-3d: Limitation on Model Year of Visiting Trucks

Mitigation Measure M-AQ-3e: Diesel Backup Generator Specifications

Mitigation Measure M-AQ-3f: Limitation on Manufacturing and Maker Space Emissions

Mitigation Measure M-AQ-3g: Compliance with CalGreen Tier 2 Green Building Standards

Mitigation Measure M-AQ-3h: Requirements for Off-Road Construction Equipment

Mitigation Measure M-AQ-3i: Development and Implementation of Operational Emission Management Plan

Implementation of Mitigation Measures M-AQ-3a through M-AQ-3g would reduce emissions associated with various operational sources from the Project. These measures would reduce the Project's operational emissions of NO_X, the criteria air pollutant for which the Project would exceed the relevant threshold. These measures would also reduce emissions associated with all criteria pollutants. Mitigation Measure M-AQ-3h would further reduce the proposed project's NO_X emissions by reducing NO_X emissions during construction. Implementation of Mitigation Measure M-AQ-3i would further reduce operational emissions. The Operational Emission Management Plan in Mitigation Measure M-AQ-i requires that if the total net new emissions estimate for actual tenant and project operations are projected to exceed the NO_X performance standard, then additional feasible emissions reduction measures must be identified and implemented prior to occupancy (i.e., prior to the emissions occurring, to ensure that the project does not

exceed the NO_X performance standard).

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-AQ-3a through M-AQ-3i would reduce Impact AQ-3 to a less-than-significant level for the Project.

Wind

Impact WI-1: The Project would create wind hazards in publicly accessible areas of substantial pedestrian use. (Initial Study, pp. 106-109)

Under existing plus Project conditions, the average wind speed would decrease from 11 miles per hour to 10.5 miles per hour, compared to existing conditions without the Project. However, with the Project, there would be a wind hazard criterion exceedance at two locations, and the number of hours that the wind hazard criterion would be exceeded would increase from zero hours per year to 13 hours per year. Fast upper-level prevailing westerly winds reaching the proposed development would be redirected toward the ground, creating downdraughts and funneling along Toland Street and accelerating around the corner of the Project at the junction with Kirkwood Avenue. The exceedances of the wind hazard criterion would occur around the northern corner of the Project on either side of Kirkwood Avenue.

Therefore, because the Project would result in an exceedance of the Planning Code wind hazard criterion, the Project would result in a significant wind impact.

A number of wind mitigation features were tested to reduce the Project's wind impact, including various combinations of canopies (both solid and porous) and deciduous trees along Toland Street. Although the canopies were shown to be partially effective in reducing certain wind conditions, they also increased the number of wind hazard hours away from the Project or at the northern corner of the Project at the intersection of Toland Street and Kirkwood Avenue. Given that deciduous trees lose their leaves in winter, trees without leaves were assessed in the wind tunnel to determine whether they could effectively reduce wind impacts. The wind tunnel tests demonstrated that exceedances of the city's wind criteria would still occur with the inclusion of deciduous trees. Based on the wind tunnel tests, the planting of nine evergreen street trees, which retain their foliage throughout the year, was evaluated. The trees would be placed along the eastern sidewalk of Toland Street; each tree would be approximately 25 feet tall, with a 15-foot-diameter canopy. This planting would eliminate the exceedance of the hazard criterion at all test points in the existing plus Project conditions.

On February 2, 2021, the San Francisco Bureau of Urban Forestry gave preliminary approval for the use of the proposed nine evergreen street trees on the eastern sidewalk of Toland Street. If the building design changes or the trees are not maintained to be at least 25 feet tall with a 15-foot-diameter canopy, the Project could result in an exceedance of the wind hazard criterion. This would be a significant Project impact without mitigation.

Mitigation

Mitigation Measure M-WI-1a: Wind Hazard Evaluation for Building Design and Streetscape Modifications

Mitigation Measure M-WI-1b: Maintenance of Landscaping Features that Reduce Wind Hazards

Mitigation Measure M-WI-1a would ensure that the Project does not exceed the wind hazard criterion in

the event of design changes. Additionally, Mitigation Measure M-WI-1b would entail the installation and maintenance, for the life of the Project buildings, of landscaping features required to ensure that the one-hour wind hazard is not exceeded.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-WI-1a and M-WI-1b would reduce Impact WI-1 to a less-than-significant level for the Project.

Impact C-W-1: The Project, in combination with cumulative Projects, could result in cumulative wind impacts. (Initial Study, pp. 109-113)

Under cumulative plus Project conditions, wind hazard exceedances are expected to occur at three test locations and would increase the total number of exceedance hours from zero hours per year to 18 hours per year. Because the exposure of the Project to prevailing westerly winds would be similar under existing and cumulative conditions, the resulting flow features and wind conditions around the Project site for cumulative plus Project conditions are similar to the existing plus Project conditions. The wind hazard criterion exceedances would occur around the northern corner of the Project on either side of Kirkwood Avenue and Toland Street. Therefore, the Project, in combination with cumulative Projects, would create wind hazards in publicly accessible areas of substantial pedestrian use, resulting in a significant cumulative impact. Given that the wind hazard impacts would only occur in the cumulative scenario with the Project, the Project's contribution to cumulative wind impacts would be cumulatively considerable without mitigation.

Mitigation

Mitigation Measure M-WI-1a: Wind Hazard Evaluation for Building Design and Streetscape Modifications

Mitigation Measure M-WI-1b: Maintenance of Landscaping Features that Reduce Wind Hazards

Mitigation Measure M-WI-1a would ensure that the Project does not result in a cumulatively considerable wind impact in the event of design changes. Additionally, Mitigation Measure M-WI-1b would entail the installation and maintenance, for the life of the Project buildings, of landscaping features required to ensure that the Project does not cumulatively contribute to a one-hour wind hazard exceedance.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-WI-1a and M-WI-1b would reduce Impact C-WI-1 to a less-than-significant level for the Project.

Geology and Soils

Impact GE-5: The Project could directly or indirectly destroy a unique paleontological resource. (Initial Study, pp. 167-169)

Rock formations at the Project site consist of artificial fill, Bay Mud, and the Colma Formation. Because the artificial fill and Young Bay Mud are too young to contain unique paleontological resources, these formations are considered to be of low paleontological sensitivity (Class 2). Because a limited amount of unique paleontological resources in the form of vertebrate fossils have been recovered from Old Bay Mud and Colma Formation in San Francisco and the greater Bay Area region, these formations are considered to be of moderate paleontological sensitivity (Class 3). The Project includes construction of 25-foot-deep stone columns and installation of 60-foot-deep auger-cast piles, which would exceed 2 feet in diameter.

Therefore, Project-related excavation would encounter Old Bay Mud and the Colma Formation. Damage to or destruction of unique paleontological resources, which may be present in these formations, would represent a potentially significant impact without mitigation.

Mitigation

Mitigation Measure M-GE-5: Inadvertent Discovery of Paleontological Resources Worker Environmental Awareness Training

Mitigation Measure M-GE-5 will ensure that unique paleontological resources that may be present in soils/sediments that would be disturbed by project construction would be identified and assessed, and preserved or recovered as appropriate.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-GE-5 would reduce Impact GE-5 to a less-than-significant level for the Project.

IV. SIGNIFICANT IMPACTS THAT CANNOT BE AVOIDED OR MITIGATED TO A LESS-THAN-SIGNIFICANT LEVEL

Based on substantial evidence in the whole record of these proceedings, the Planning Commission finds that, feasible changes or alterations have been required, or incorporated into, the Project to reduce the significant environmental impacts as identified in the Final EIR. The Commission finds that the Project will have no impacts that cannot be reduced to a less-than-significant level through the incorporation of mitigation measures as described in the Final EIR. Accordingly, the Project will have no impacts that remain significant and unavoidable.

V. EVALUATION OF PROJECT ALTERNATIVES

This section describes the EIR alternatives and the reasons for rejecting the alternatives as infeasible. CEQA mandates that an EIR evaluate a reasonable range of alternatives to the proposed project or the project location that would feasibly attain most of the project's basic objectives, but that would avoid or substantially lessen any identified significant adverse environmental effects of the project. An EIR is not required to consider every conceivable alternative to a proposed project. Rather, it must consider a reasonable range of potentially feasible alternatives that will foster informed decision-making and public participation. CEQA requires that every EIR also evaluate a "no project" alternative. Alternatives provide a basis of comparison to the proposed project in terms of their significant impacts and their ability to meet project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the Project.

Alternatives Analyzed in the Final EIR

The Department considered a range of alternatives in draft EIR Chapter 6, Alternatives. The Final EIR analyzed the Project compared to four CEQA alternatives:

- No Project Alternative
- Code-Compliant Alternative

- Fleet Management Use Mix Alternative
- Expanded Parcel Delivery Use Alternative

Evaluation of Project Alternatives

CEQA provides that alternatives analyzed in an EIR may be rejected if "specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible ... the project alternatives identified in the EIR" (CEQA Guidelines section 15091[a][3]). The Planning Commission has reviewed each of the alternatives to the Project as described in the Final EIR that would reduce or avoid the impacts of the Project and finds that there is substantial evidence of specific economic, legal, social, technological, and other considerations that make these alternatives infeasible, for the reasons set forth below.

In making these determinations, the Planning Commission is aware that CEQA defines "feasibility" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors." The Planning Commission is also aware that under CEQA case law, the concept of "feasibility" encompasses (i) the question of whether a particular alternative promotes the underlying goals and objectives of a project, and (ii) the question of whether an alternative is "desirable" from a policy standpoint to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.

The following Project alternatives and Project were fully considered and compared in the Final EIR.

A. No Project Alternative.

Under the No Project Alternative, the Project site would not be developed. Instead, the No Project Alternative assumes that approximately 75 percent of the existing building space on the site (336,000 gross square feet in three buildings) would be occupied by parcel and last-mile delivery uses. This is an increase over the existing conditions (i.e., no buildings were occupied by parcel delivery when the Project's environmental review started in 2017; however, parcel delivery services have been operating in two buildings since 2020). The remaining space (112,000 gross square feet in the fourth existing building) would be occupied by other types of PDR uses (e.g., wholesale and storage uses). These uses and the space occupied by them reflect what would reasonably be expected to occur in the foreseeable future compared to the uses that existed onsite in 2017. The No Project Alternative would employ approximately 750 people—15 more employees than under baseline 2017 conditions, and 1,227 fewer employees than under the Project.

Under the No Project Alternative, the existing four single-story PDR buildings would not be demolished; other than tenant improvements (such as interior upgrades), no construction or site improvements—such as grading, excavation, or alterations to the height and massing of the buildings—would occur at the site. The No Project Alternative would not include sustainability features proposed under the Project, such as a rooftop solar array; water- and energy-efficient designs; and electric vehicle charging infrastructure for trucks, transportation refrigeration units, or passenger vehicles, except as may be required through the building permitting process for tenant improvement applications in the future. The No Project Alternative would not include street, sidewalk, or streetscape improvements; bicycle parking; or a TDM plan.

The No Project Alternative would reduce the impacts of the Project because the No Project Alternative would not involve construction of new buildings or street network changes, and only minimal tenant improvements are anticipated to occur. Due to the limited construction activities associated with the No Project Alternative, construction-related transportation, air quality, and noise impacts would be less than under the Project, and construction-related impacts to cultural resources and tribal cultural resources would not occur. Therefore, construction-related transportation impacts of the No Project Alternative would be less than the less-than-significant impacts identified for the Project. For operations, unlike the Project, the No Project Alternative would not introduce new fixed sources of noise; therefore, there would be no new noise effects at the property plane or noise-sensitive land uses. No impacts would occur from the No Project Alternative because no new fixed sources of noise would be needed as part of this alternative. Also, because the No Project Alternative would result in fewer vehicle trips, noise and air quality impacts from vehicle trips would be reduced. Regarding other operational air quality impacts and health risks, the No Project Alternative would not include manufacturing and maker use as a PDR use, would not require backup generators, and would require limited, if any, transportation refrigeration units, thereby eliminating or limiting operational emissions associated with these sources; therefore, impacts would be reduced.

The No Project Alternative is hereby rejected as infeasible because, although the severity of the less-than-significant impacts of the Project would be lessened, it would fail to meet the objectives of the Project. The No Project Alternative would not meet any of the Project objectives, except for Objective 5 (site PDR uses in a dense infill setting to create employment near housing and reduce vehicle miles traveled for potential distribution uses by locating such uses in San Francisco proximate to multiple freeways, rather than traditional suburban locations), which the No Project Alternative meets, but to a lesser degree than the Project. The existing PDR buildings would remain on site, and no new PDR space would be provided; therefore, the No Project Alternative would not meet the underlying objective to develop a modern, flexible, and durable PDR facility for a diverse and evolving range of uses in a central urban environment. The No Project Alternative would not advance progress toward the City's long-standing goals to upgrade and expand PDR space, replace functionally outdated PDR space with first- and best-in-class facilities, use innovative design at a size and scale that accommodates a range of large and small PDR uses, or boost resiliency in the local supply chain. The Project site would not be redeveloped to make efficient use of existing utilities, circulation, and complementary uses in the surrounding PDR-2 Zoning District.

The No Project Alternative would have a total building floor area of 448,000 square feet, which is approximately one-fifth of the total building area of the Project, and would result in a net gain of 15 employees compared to the 1,242 employees under the Project. The No Project Alternative has a considerably smaller overall footprint, and would not provide an appreciable positive fiscal impact as it would not substantially change the existing buildings nor the workforce size required for the site. This alternative would contribute, but not as much as the Project would, to new jobs at a variety of experience levels; enhanced property values; property taxes; workers who will support direct and indirect local business growth in the Bayview; and employment near housing that would reduce VMT for potential distribution uses by locating such uses in San Francisco. The No Project Alternative would not include sustainability features proposed under the Project, such as a rooftop solar array, water- and energy-efficient designs, and electrical docking stations. Therefore, the No Project Alternative would not develop a Project with infrastructure that facilitates carbon-efficient vehicle fleets and operations as cost-effective technology becomes available. The No Project Alternative would not include street, sidewalk, or streetscape improvements; bicycle parking; or a TDM plan. Therefore, the No Project Alternative would not meet the Project objective of creating a safe and compelling streetscape accessible by multiple

modes of transportation, including bicycles and pedestrians.

For these reasons, it is hereby found that the No Project Alternative is rejected because it would not meet the objectives of the Project and, therefore, is not a feasible alternative.

B. Code-Compliant Alternative.

The Code-Compliant Alternative would demolish the existing four single-story PDR buildings on site and construct two two-story buildings. Each of the buildings would have approximately the same ground floor shape as the Project and would have a similar orientation on the site. However, under the Code-Compliant Alternative, the buildings would not exceed the 65-J Height and Bulk District requirements (65 feet building height limit) and would only have two floors, plus active roof. As a result, there would be no Zoning Map Amendments for a height and bulk district reclassification, and there would be no Planning Code Text Amendments to adopt a Special Use District for the Project site. A shorter construction schedule of 26 months (compared to 31 months for the Project) is anticipated for this alternative, given the reduced building height and square footage.

The combined building square footage of the Code-Compliant Alternative (1,363,000 square feet) is less than that under the Project (2,160,000 square feet, including active roofs). Similar to the Project, the Code-Compliant Alternative would provide space for several main types of PDR uses. These uses could consist of principally permitted and conditionally permitted land uses in the PDR-2 Zoning District including manufacturing and maker space; parcel delivery service, including last-mile delivery; and wholesale and storage. Although the building's overall square footage would be less than that of the Project, the allocation of the PDR uses would be proportional to the Project, with 3 percent consisting of manufacturing and maker space, 65 percent consisting of parcel delivery, and 32 percent consisting of wholesale/storage. The proportion of ground-floor retail would be the same as under the Project (0.5 percent of the gross building area; i.e., 5,000 square feet). The Code-Compliant Alternative would include sustainability features similar to those of the Project, such as water- and energy-efficient designs and electrical docking stations. The Code-Compliant Alternative would include a reduced rooftop solar array. Similar to the Project, the Code-Compliant Alternative would include street, sidewalk, or streetscape improvements; bicycle parking; and a TDM plan.

Overall, the Code-Compliant Alternative would result in less impacts because it entails smaller structures (i.e., 1,363,000 square feet of new construction, compared to 2,160,000 square feet including active roofs) for the Project) and a shorter duration of construction (i.e., an estimated 26 months of construction duration, compared to 31 months for the Project). Therefore, for reasons similar to those described for the Project, construction-related transportation and air quality impacts for the Code-Compliant Alternative would be less than the less-than-significant impacts identified for the Project. Due to the reduced operational capacity of this Alternative, operational air quality and health risk impacts also would be reduced as compared to the Project. Further, because the building heights for this Alternative would be lower, wind-related impacts would also be reduced.

Under the Code-Compliant Alternative, noise- and vibration-generating construction activities and equipment are expected to be nearly identical to those analyzed for the Project due to the similar scope of construction work areas, grading and excavation, and activity types. Because the total duration of construction would be less than that of the Project, the amount of material required for delivery to the site under the Code-Compliant Alternative would be roughly 20 to 40 percent less than that under the

Project. The construction noise and vibration assumptions used for the Project (e.g., the types and quantities of construction equipment, their reference sound levels, and usage factors) would not change under the Code-Compliant Alternative. Therefore, similar to the Project, impacts generated by construction noise and vibration would be less than significant. Finally, because the Code-Compliant Alternative would not avoid the ground disturbing activity associated with the Project, the Alternative would not avoid the potentially significant impacts related to cultural resources and tribal cultural resources.

The Code-Compliant Alternative is hereby rejected as infeasible because it would fail to meet the objectives to the same extent as the Project or the Expanded Streetscape Alternative, including the underlying objective to develop a modern, flexible, and durable PDR facility for a diverse and evolving range of uses in a central urban environment. The Code-Compliant Alternative would replace the existing PDR buildings with modern facilities. The Project site would be redeveloped to make efficient use of existing utilities, circulation, and complementary uses in the surrounding PDR-2 Zoning District. Because the size and scale of the Code-Compliant Alternative would be reduced from the Project and the ground-floor manufacturing and maker space would be eliminated, this alternative would only partially meet the objective of using innovative design at a size and scale that accommodate an adaptable range of large and small PDR uses. The Code-Compliant Alternative would not replenish the supply of displaced PDR space, or boost resiliency in the local supply chain and disaster response capabilities by providing large-scale adaptable facilities that can be rapidly mobilized in a central location, to the same extent as the Project.

There would be a net increase of approximately 507 employees associated with the Code-Compliant Alternative, compared to 1,242 employees under the Project. Because fewer jobs would be created and the scale of development and operations would be smaller, the Code-Compliant Alternative would not meet, to the same extent as the Project, the objective of providing a positive fiscal impact by creating jobs at a variety of experience levels, enhancing property values, generating property taxes, introducing workers who will support direct and indirect local business growth in the Bayview, or creating employment near housing that would reduce VMT for potential distribution uses by locating such uses in San Francisco. Additionally, because the Project does not have any environmental impacts that remain significant and unavoidable after mitigation, there are no significant impacts that would be mitigated by the Code-Compliant Alternative but not the Project.

For these reasons, it is hereby found that the Code-Compliant Alternative is rejected because it would not meet the basic objectives to the same extent as the Project and, therefore, is not a feasible alternative.

C. Fleet Management Use Mix Alternative.

The Fleet Management Use Mix Alternative would demolish the existing four single-story PDR buildings on site and construct two new three-story buildings (plus active roof) in the same configuration used for the Project. The combined building square footage of the Fleet Management Use Mix Alternative (2,160,000 square feet, including active roofs) is the same as that of the Project. This alternative is different from the Project because it would include less space for parcel delivery (50 percent of the total PDR floor area) and eliminate the wholesale/storage space. The active PDR floor area would be divided equally between parcel delivery service, including last-mile delivery, and fleet management. The Fleet Management Use Mix Alternative would not include ground-floor manufacturing and maker or retail spaces. The areas of the buildings identified for these uses in the Project (35,000 square feet of manufacturing and maker

space and 8,400 square feet of retail) would instead be used for PDR support space to maximize the efficiency of each building's layout and internal circulation. The Fleet Management Use Mix Alternative would include sustainability features similar to those under the Project, such as water- and energy-efficient designs, electrical docking stations, and an active rooftop with a solar array, as well as the street, sidewalk, or streetscape improvements; bicycle parking; and a TDM plan.

The Fleet Management Use Mix Alternative includes the same amount of development area as the Project. However, all of it would be allocated to PDR uses: approximately half for private and/or public fleet storage and management uses, and half for parcel and last-mile delivery uses. Because the Fleet Management Use Mix Alternative would involve the same amount (i.e., 2,160,000 square feet, including active roofs) and duration (i.e., 31 months) of construction activities, and would include the same amount of development area as the Project, the Fleet Management Use Mix Alternative would have similar construction-related transportation, air quality, and noise impacts, and would not avoid the potentially significant cultural resources and tribal cultural resources impacts. Because the buildings under this Alternative would be the same height as the Project, wind impacts also would be similar.

Regarding operational impacts, the Fleet Management Use Mix Alternative would require HVAC systems to support the facility's enclosed and partially enclosed areas. Although shifts in square footage of uses may redistribute the HVAC systems, the overall HVAC needs of the facility would be similar to those required by the Project. The Fleet Management Use Mix Alternative would increase the area of logistics yard uses by 9.8 percent, and would therefore require a slight increase in ventilation system capacity while conversely slightly reducing the necessary capacities of rooftop HVAC equipment. Because the design and capacity of the system are similar to those of the Project, operational noise from fixed sources under the Fleet Management Use Mix Alternative would be similar. For noise from mobile sources, the Fleet Management Use Mix Alternative would reduce onsite and offsite traffic volumes by approximately 14 percent, with a 50 percent reduction in heavy truck trips during the nighttime (10 p.m. to 7 a.m.) period compared to the Project ; but these reductions are partially offset by the Alternative's public fleet operations, which would increase nighttime medium truck (bus) trips from 31 to 130. Despite the large relative increase in nighttime period bus trips, the noise-reducing effects of halving the nighttime heavy trucks assumed in the proposed project would offset the potential increase in bus noise and result in a net nighttime traffic noise reduction of approximately 0.1 dBA compared to the proposed project. Therefore, impacts would be similar to the Project.

Regarding operational air quality and health risks, there would be an increase of approximately 20 percent in offsite emissions from worker and delivery trips to and from the site along the offsite traffic routes for the Fleet Management Use Mix Alternative, compared to the Project. This is attributed to an increase in vehicle trips, including worker commute trips, patrons and vendors/deliveries to the site, and bus trips. However, $PM_{2.5}$ exhaust is slightly lower, by 2 percent, under the Fleet Management Use Mix Alternative than under the Project, because the increase in vehicles under the Fleet Management Use Mix Alternative results from buses rather than higher polluting diesel trucks (i.e., single-unit and tractor trailer trucks), as under the Project. This shift in the vehicle types would lower the $PM_{2.5}$ exhaust emissions. There would also be a decrease of about 23 percent in $PM_{2.5}$ exhaust and total $PM_{2.5}$ emissions related to parcel delivery for this alternative compared to parcel delivery for the Project. Additionally, total $PM_{2.5}$ emissions and exhaust $PM_{2.5}$ emissions generated on site would decrease compared to the Project due in large part to the reduction in total onsite diesel trucks by 18 percent (for total $PM_{2.5}$) and 47 percent (for exhaust $PM_{2.5}$). Under this Alternative, the elimination of manufacturing and maker space and reduced transportation refrigeration units, and the shift in the vehicle fleet mix to reduce single-unit and tractor

trailer trucks, also would result in a decrease in operational mass emissions of NO_X as compared to the Project. The Fleet Management Use Mix alternative would result in a net increase in NO_X emissions, but these emissions would be below the thresholds of significance and thus, none of the air quality mitigation measures would be required if this alternative were implemented.

The Fleet Management Use Mix Alternative is rejected as infeasible because it would fail to meet several Project objectives. It would not meet the underlying objective to develop a modern, flexible, and durable PDR facility for a diverse and evolving range of uses in a central urban environment, because eliminating wholesale and storage and manufacturing and maker uses would undermine the facility's flexibility. It would significantly limit the Project's ability to evolve to accommodate a range of PDR uses in response to industry and market needs, including anticipated demand for parcel delivery services, and its ability to accommodate a range of large and small PDR uses. Therefore, the Alternative would not meet the underlying objective or Objective 4. Additionally, because the Project does not have any environmental impacts that remain significant and unavoidable after mitigation, there are no significant impacts that would be mitigated by the Fleet Management Use Mix Alternative but not the Project.

For these reasons, it is hereby found that the Fleet Management Use Mix Alternative is rejected because it would not meet all of the basic objectives to the same extent as the Project and, therefore, is not a feasible alternative.

D. Expanded Parcel Delivery Use Alternative.

The Expanded Parcel Delivery Use Alternative would demolish the existing four single-story PDR buildings on site and construct two new three-story buildings (plus active roof) in the same configuration as the Project. The combined building square footage of the Expanded Parcel Delivery Use Alternative (2,160,000 square feet, including active roofs) is the same as that of the Project. Unlike the Project, this alternative would provide space for only one PDR use, consisting of parcel delivery service, including last-mile delivery. The Expanded Parcel Delivery Use Alternative would not include ground-floor manufacturing and maker or retail spaces. The areas of the buildings identified for these uses in the Project (35,000 square feet of manufacturing and maker space and 8,400 square feet of retail) would instead be used for PDR support space to maximize the efficiency of each building's layout and internal circulation. The Expanded Parcel Delivery Use Alternative would include sustainability features similar to those used under the Project, such as water- and energy-efficient designs, electrical docking stations, and an active rooftop with a solar array, as well as street, sidewalk, or streetscape improvements; bicycle parking; and a TDM plan.

The Expanded Parcel Delivery Use Alternative would involve the same amount (i.e., 2,160,000 square feet, including active roofs) and duration (31 months) of construction activities as the Project. Therefore, construction-related air quality, noise, and transportation impacts would be similar to the Project.

For operational impacts, the Expanded Parcel Delivery Use Alternative would require HVAC systems to support the facility's enclosed and partially enclosed areas. Although shifts in square footage of uses may redistribute the HVAC systems, the overall HVAC needs of the parcel delivery use and building spaces would be nearly identical to those required by the Project. The Expanded Parcel Delivery Use Alternative would increase the area of logistics yard uses by 9.8 percent, and would therefore require a slight increase in ventilation system capacity while conversely slightly reducing the necessary capacities of rooftop HVAC equipment. Because the design and capacity of the system would be similar to those under the Project ,

operational noise from fixed sources under the Expanded Parcel Delivery Use Alternative would be similar. The Expanded Parcel Delivery Use Alternative would result in an increase in onsite and offsite operational traffic volumes by approximately 4 percent when compared with the Project. Increased traffic volumes generally correspond with increased traffic noise. However, the Expanded Parcel Delivery Use Alternative would only increase the number of cars and vans traveling to and from the site, while maintaining the same number of heavy truck trips and reducing the daily volumes of medium truck trips by approximately 21 percent. The notable reduction in medium truck trips would have a greater effect on overall traffic noise levels than the increase in cars and vans. As a result, the overall traffic noise levels generated by the Expanded Parcel Delivery Use Alternative at noise-sensitive land uses would be less than those predicted for the Project.

For operational air quality impacts, total operational space would be the same as under the Project, but the PDR use mix would be allocated entirely to parcel delivery, including last-mile use, with no manufacturing and maker space, ground-floor retail, or wholesale and storage use. The number of transportation refrigeration units would increase slightly in comparison to the Project , because the parcel delivery use is anticipated to have a greater proportion of use requiring transportation refrigeration units than the warehousing/storage use that is included in the Project. In addition, the vehicle fleet mix for the Expanded Parcel Delivery Use Alternative would shift slightly to include a greater proportion of vans and fewer single-unit and tractor trailer trucks. Overall, operational emissions under the Expanded Parcel Delivery Use Alternative would be less than those under the Project. This alternative would result in a net increase in operational NO_X emissions that would be approximately 28 percent less than under the Project , but would still exceed the threshold of significance for NO_X. Further, due to the increase in last-mile vehicle travel under the Expanded Parcel Delivery Use Alternative, there would be an increase of approximately 52 percent in offsite $PM_{2.5}$ exhaust and 53 percent in total $PM_{2.5}$ (inclusive of resuspended roadway dust) along the offsite circulation routes. $PM_{2.5}$ exhaust and total $PM_{2.5}$ from offsite worker and delivery trips for the Expanded Parcel Delivery Use Alternative are lower than those under the Project by 8 percent and 18 percent, respectively. As a result of these changes in emissions for the Expanded Parcel Delivery Use Alternative, the cancer risk at both the maximally exposed individual residential and worker receptors would increase approximately 2 to 3 percent in comparison to the Project .

The Expanded Parcel Delivery Use Alternative is rejected as infeasible because the Alternative would fail to meet several of the Project objectives. The Expanded Parcel Delivery Use Alternative would only provide PDR space for parcel delivery service, and therefore would not meet the underlying objective of developing a flexible PDR facility for a diverse and evolving range of uses. It would not accommodate a range of large and small PDR uses, including ground-floor manufacturing and maker or retail spaces, and also would not be able to adapt over time to different industries and market needs. Additionally, because the Project does not have any environmental impacts that remain significant and unavoidable after mitigation, there are no significant impacts that would be mitigated by the Expanded Parcel Delivery Use Alternative but not the Project.

For these reasons, it is hereby found that the Expanded Parcel Delivery Use Alternative is rejected because it would not meet all of the basic objectives to the same extent as the Project or the Expanded Streetscape Alternative and, therefore, is not a feasible alternative.

E. Additional Alternatives Considered but Rejected

As stated in CEQA Guidelines section 15126.6(f)(1), factors that may be considered when a lead agency is assessing the feasibility of alternatives include "site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries …, and whether the proponent can reasonably acquire, control, or otherwise have access to the alternative site." Several alternatives were considered by the planning department but were ultimately rejected due to these factors or because the alternatives did not reduce the significant impacts identified for the proposed project. After further consideration of the five alternatives listed below, it was determined that they would not be feasible, would not substantially meet most of the project objectives, or would not avoid or lessen potentially significant adverse impacts that were identified for the Project.

1. Alternative Site in San Francisco

2. Alternative Site Outside of San Francisco, but Within the Bay Area

3. Expanded Maker Space Use Mix

4. Expanded Wholesale/Storage Use Mix

5. Phased Project Operations (restricting tenancy in second building to uses with lower emissions, particularly of NO_X, until a later time when emissions would be lower)

For these reasons, it is hereby found that these additional alternatives are infeasible and have been rejected.

VI. STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to Public Resources Section 21081 and CEQA Guidelines Section 15093, the Commission hereby finds that, because the Project will have no impacts that remain significant and unavoidable with incorporation of mitigation measures, no statement of overriding considerations is warranted for the Project.

ATTACHMENT B

San Francisco Planning

AGREEMENT TO IMPLEMENT MITIGATION MONITORING AND REPORTING PROGRAM

Record No.:	2015-012491ENV	*Block/Lot:*	5284A/008 and 5287/002
Project Title:	749 Toland Street and 2000 McKinnon Avenue/San Francisco Gateway Project	*Lot Size:*	743,800 square feet
BPA Nos:	N/A	*Project Sponsor:*	Courtney Bell, Prologis Inc., (510) 661-4038
Zoning:	PDR-2 – Production, Distribution, and Repair 65-J Height and Bulk District	*Lead Agency:*	San Francisco Planning Department
		Staff Contact:	Tina Tam, Tina.Tam@sfgov.org, 628.652.7385 CPC.EnvironmentalMonitoring@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.

Please note that the city will not accept the building permit application for this project until a Pre-Construction Environmental Compliance Letter has been issued. If you have questions about the monitoring status of your project, please contact the staff listed above, or email CPC.EnvironmentalMonitoring@sfgov.org. Generally, if the mitigation measure has requirements prior to the start of construction (see the Period of Compliance Table below), these measures will require compliance prior to the issuance of the Pre-Construction Environmental Compliance Letter.

Adopted Mitigation Measure	Period of Compliance			Compliance with Mitigation Measure Completed?
	Prior to the Start of Construction*	During Construction**	Post-construction or Operational	
Mitigation Measure M-CR-2: Archeological Testing	X	X		
Mitigation Measure M-TCR-1: Tribal Cultural Resources Interpretive Program		X	X	
Mitigation Measure M-WI-1a: Wind Hazard Evaluation for Building Design and Streetscape Modifications	X			
Mitigation Measure M-WI-1b: Maintenance of Landscaping Features that Reduce Wind Hazards			X	
Mitigation Measure M-GE-5: Inadvertent Discovery of Paleontological Resources	X	X		
Mitigation Measure M-NO-3a: Fixed-Source Noise Attenuation for Buildings A and B	X		X	
Mitigation Measure M-NO-3b: Fixed-Source Noise Attenuation for Building Tenants	X		X	
Mitigation Measure M-AQ-3a: Electrification of Yard Equipment			X	

Adopted Mitigation Measure	Period of Compliance			Compliance with Mitigation Measure Completed?
	Prior to the Start of Construction*	During Construction**	Post-construction or Operational	
Mitigation Measure M-AQ-3b: Electrification of Transportation Refrigeration Units	X		X	
Mitigation Measure M-AQ-3c: Prohibition of Truck and Van Idling for More than Two Minutes			X	
Mitigation Measure M-AQ-3d: Limitation on Model Year of Visiting Trucks			X	
Mitigation Measure M-AQ-3e: Diesel Backup Generator Specifications			X	
Mitigation Measure M-AQ-3f: Limitation on Manufacturing and Maker Space Emissions			X	
Mitigation Measure M-AQ-3g: Compliance with CalGreen Tier 2 Green Building Standards	X		X	
Mitigation Measure M-AQ-3h: Requirements for Off-Road Construction Equipment	X	X		
Mitigation Measure M-AQ-3i: Development and Implementation of Operational Emission Management Plan			X	

NOTES:

* Prior to any ground disturbing activities at the project site or subsequent construction activities. See mitigation measure text for details.

** 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.

DS CB I agree to implement the attached mitigation measure(s) as a condition of project approval.

DocuSigned by: Courtney Bell BD4173CD70C6441...

Property Owner or Legal Agent (Signature)

Courtney Bell

Printed Name

01 May 2025

Date

Note to sponsor: Please contact Tina.Tam@sfgov.org and copy CPC.EnvironmentalMonitoring@sfgov.org to begin the environmental monitoring process prior to the submittal of your building permits to the San Francisco Department of Building Inspection. A building permit application cannot be submitted for this project until a Pre-Construction Environmental Compliance letter has been received.

ATTACHMENT B

MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
MITIGATION MEASURES AGREED TO BY PROJECT SPONSOR				
CULTURAL RESOURCES				
Mitigation Measure M-CR-2: Archeological Testing. **Archeological Testing.** Based on a reasonable presumption that archeological resources may be present in the project site, the following measures shall be undertaken to avoid any potentially significant adverse effects from the proposed project on buried or submerged historical resources. The project sponsor shall retain the services of an archeological consultant from the rotational qualified archeological consultants list maintained by the planning department. After the first project approval action or as directed by the environmental review officer, the project sponsor shall contact the department archeologist to obtain the names and contact information for the next three archeological consultants on the qualified archeological consultants list. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the environmental review officer. All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the environmental review officer for review and comment and shall be considered draft reports subject to revision until final approval by the environmental review officer. Archeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for a maximum of four weeks. At the direction of the environmental review officer, the suspension of construction can be extended beyond 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).	Project sponsor's qualified archeological consultant and construction contractor at the direction of the Environmental Review Officer	Prior to issuance of construction permits and throughout the construction period	Environmental Review Officer/Planning Department cultural resources staff	Considered complete after final Archeological Resources Report is approved by the Environmental Review Officer/Planning Department cultural resources staff

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
Archeological Testing Program. The purpose of the archeological testing program shall be to determine, to the extent possible, the presence or absence of archeological resources and to evaluate whether any archeological resource encountered on the site constitutes an historical resource under CEQA. The archeological testing program shall be conducted in accordance with the approved archeological testing plan. The archeological consultant and the environmental review officer shall consult on the scope of the archeological testing plan, which shall be approved by the environmental review officer prior to commencing any project-related soil-disturbing activities. The archeological testing plan shall be submitted first and directly to the environmental review officer for review and comment and shall be considered a draft subject to revision until final approval by the environmental review officer. The archeologist shall implement the testing as specified in the approved archeological testing plan prior to and/or during construction. The archeological testing plan shall identify the property types of the expected archeological resource(s) that potentially could be adversely affected by the proposed project and lay out 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. The archeological testing plan shall also identify the testing method to be used, the depth or horizonal extent of testing, the locations recommended for testing, and the archeological monitoring requirements for construction soil disturbance, as warranted. **Archeological Sensitivity Training.** If it is determined that the project would require ongoing archeological monitoring, the archeological consultant shall provide a training to the prime contractor; to any project subcontractor (including demolition, excavation, grading, foundation, pile driving, etc. firms); or utilities firm involved in soil-disturbing activities within the project site. The training shall advise all project contractors to be on the alert for evidence of the presence of the expected archeological	Project sponsor/ qualified archeological consultant at the direction of the Environmental Review Officer	After the first project approval action or as directed by the Environmental Review Officer and prior to issuance of construction permits and throughout the construction period	Environmental Review Officer/Planning Department cultural resources staff	Considered complete after approval of archeological testing program by the Environmental Review Officer

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
resource(s), how to identify the evidence of the expected resource(s), and the appropriate protocol in the event of apparent discovery of an				
archeological resource by the construction crew. If the project site is determined to be sensitive for Native American archeological resources, a local Native American representative, at their discretion, shall provide a Native American cultural sensitivity training to all project contractors. **Paleoenvironmental Analysis of Paleosols.** When a submerged paleosol is identified during the testing program, irrespective of whether cultural material is present, samples shall be extracted and processed for dating, flotation for paleobotanical analysis, and other applicable special analyses pertinent to identification of possible cultural soils and for environmental reconstruction. The archeological resources report, described below, shall include analysis of collected samples. **Discovery Treatment Determination.** At the completion of the archeological testing program, the archeological consultant shall submit a written summary of the findings to the environmental review officer. The findings memorandum shall describe and identify each resource and provide an initial assessment of the integrity and significance of encountered archeological deposits. If the environmental review officer, in consultation with the archeological consultant, determines that a significant archeological resource is present and that the resource could be adversely affected by the proposed project, the environmental review officer, in consultation with the project sponsor, shall determine whether preservation of the resource in place is feasible. If so, the proposed project shall be redesigned 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 archeological resource 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 environmental review officer determines that the archeological resource is of greater interpretive than research significance, and that interpretive use of the resource is feasible. The environmental				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
review officer, in consultation with the archeological consultant, shall also determine whether additional treatment is warranted, which may include additional testing and/or construction monitoring.				
Consultation with Descendant Communities. On discovery of an archeological site associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group, the environmental review officer and an appropriate representative of the descendant group 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 environmental review officer regarding 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 shall be provided to the representative of the descendant group.				
Archeological Data Recovery Plan. An archeological data recovery program shall be conducted in accordance with an archeological data recovery plan 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 environmental review officer determines that an archeological data recovery program is warranted. The archeological consultant, project sponsor, and environmental review officer shall meet and consult on the scope of the archeological data recovery plan prior to preparation of a draft archeological data recovery plan. The archeological consultant shall submit a draft archeological data recovery plan to the environmental review officer. The archeological data recovery plan shall identify how the proposed data recovery program shall preserve the significant information the archeological resource is expected to contain. That is, the archeological data recovery plan shall identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery	Project sponsor, archeological consultant, Environmental Review Officer, tribal representative (if requested)	After determination by the Environmental Review Officer that an archeological data recovery program is required	Planning Department cultural resources staff	Considered complete upon approval of final archeological data recovery program by the Environmental Review Officer

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions/ Completion Criteria**
methods shall not be applied to portions of the archeological resources if nondestructive methods are practical. The scope of the archeological data recovery plan shall include the following elements:				
• *Field Methods and Procedures:* descriptions of proposed field strategies, procedures, and operations • *Cataloguing and Laboratory Analysis*: description of selected cataloguing system and artifact analysis procedures • *Discard and Deaccession Policy*: description of and rationale for field and post-field discard and deaccession policies • *Security Measures*: recommended security measures to protect the archeological resource from vandalism, looting, and unintentionally damaging activities • *Final Report*: description of proposed report format and distribution of results • *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 **Coordination of Archeological Data Recovery Investigations.** In cases in which the same resource has been or is being affected by another project for which data recovery has been conducted, is in progress, or is planned, to maximize the scientific and interpretive value of the data recovered from both archeological investigations, the following measures shall be implemented: A) In cases where neither investigation has yet begun, both archeological consultants and the environmental review officer shall consult on coordinating and collaboration on archeological research design, data recovery methods, analytical methods, reporting, curation and interpretation to ensure consistent data recovery and treatment of the resource.	Project sponsor, archeological consultant, Environmental Review Officer, tribal representative (if requested)	After determination by the Environmental Review Officer that an archeological data recovery program is required	Planning Department cultural resources staff	Considered complete upon approval of final archeological data recovery program by the Environmental Review Officer

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
B) In cases where archeological data recovery investigation is already underway or has been completed for a prior project, the archeological consultant for the subsequent project shall consult with the archeological consultant for the prior project, if available; review prior treatment plans, findings, and reporting; inspect and assess existing archeological collections/inventories from the site prior to preparation of the archeological treatment plan for the subsequent discovery; and incorporate prior findings in the final report of the subsequent investigation. The objectives of this coordination and review of prior methods and findings shall be to identify refined research questions; determine appropriate data recovery methods and analyses; assess new findings relative to prior research findings; and integrate prior findings into subsequent reporting and interpretation.				
Human Remains and Funerary Objects. The treatment of any human remains and funerary objects discovered during any soil-disturbing activity shall comply with applicable state laws, including Section 7050.5 of the Health and Safety Code and Public Resources Code 5097.98. If human remains or suspected human remains are encountered during construction, the contractor and project sponsor shall ensure that ground-disturbing work within 50 feet of the remains is halted immediately and shall arrange for the protection in place of the remains until appropriate treatment and disposition have been agreed upon and implemented in accordance with this section. Upon determining that the remains are human, the project archeologist shall immediately notify the Office of the Chief Medical Examiner of the City and County of San Francisco (Medical Examiner) of the find. The archeologist shall also immediately notify the environmental review officer and the project sponsor of the find. In the event of the Medical Examiner's determination that the human remains are Native American in origin, the Medical Examiner shall notify the California State Native American Heritage Commission within 24 hours. The Native American Heritage Commission shall immediately appoint and notify a most likely descendant. The most likely descendant shall 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.	Project sponsor, archeological consultant in consultation with the San Francisco Medical Examiner, Environmental Review Officer, and Native American Heritage Commission and most likely descendant as warranted	In the event that human remains are uncovered during the construction period	Planning Department cultural resources staff, Medical Examiner, and Native American Heritage Commission and most likely descendant as warranted	Considered complete on finding by the Environmental Review Officer that all state laws regarding human remains/burial objects have been adhered to, consultation with the most likely descendant is completed as warranted, and disposition of human remains, if any have been identified, has occurred as specified in burial agreement

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
If the remains cannot be permanently preserved in place, the land owner may consult with the project archeologist, project sponsor, and CEQA lead agency and shall consult with the most likely descendant on recovery of the remains and any scientific treatment alternatives. The land owner shall then make all reasonable efforts to develop a burial agreement with the most likely descendant, 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)). In accordance with Public Resources Code 5097.98 (c)(1), the burial agreement shall address, as applicable and to the degree consistent with the wishes of the most likely descendant, 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 most likely descendant 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 burial agreement. Both parties are expected to make a concerted and good faith effort to arrive at an agreement, consistent with the provisions of Public Resources Code 5097.98. However, if the land owner and the most likely descendant are unable to reach an agreement, the land owner, environmental review officer, 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/or funerary objects discovered during any soil-disturbing activity shall be in accordance with protocols laid out in the project archeological treatment document, and other relevant agreements established between the project sponsor, Medical Examiner, and environmental review officer. The project archeologist shall retain custody of the remains and associated materials while any scientific study scoped in the treatment document is conducted,				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
after which the remains shall be curated or respectfully reinterred by arrangement on a case-by-case basis.				
Cultural Resources Public Interpretation Plan. 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 environmental review officer, a qualified design professional with demonstrated experience in displaying information and graphics to the public in a visually interesting manner, local artists, or community groups 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 environmental review officer for review and approval. The CRPIP shall be implemented prior to occupancy of the project.	Consultant at the direction of the Environmental Review Officer will prepare Cultural Resources Public Interpretation Plan. Measures laid out in Cultural Resources Public Interpretation Plan are implemented by project sponsor and consultant. Native American representative (if warranted and requested)	Following completion of treatment and analysis of significant archeological resource by archeological consultant	Planning Department cultural resources staff	Cultural Resources Public Interpretation Plan is complete on review and approval by the Environmental Review Officer. Interpretive program is complete on notification to the Environmental Review Officer from the project sponsor that program has been implemented
Archeological Resources Report. Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the testing program to the environmental review officer. The archeological consultant shall submit a draft archeological resources report to the environmental review officer that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken, and if applicable, discusses curation arrangements. Formal site recordation forms (CA DPR 523 series) shall be attached to the archeological resources report as an appendix. Once approved by the environmental review officer, copies of the archeological resources report shall be distributed as follows: California Archeological Site Survey Northwest Information Center shall receive one copy, and the environmental review officer shall receive a copy of the	Archeological consultant at the direction of the Environmental Review Officer	Following completion of treatment by archeological consultant as determined by the Environmental Review Officer	Planning Department cultural resources staff	Complete on certification to the Environmental Review Officer that copies of the approved Archeological Resources Report have been distributed

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
transmittal of the archeological resources report to the Northwest Information Center. The environmental planning division of the planning department shall receive one bound hardcopy of the archeological				
resources report. Digital files that shall be submitted to the environmental division include an unlocked, searchable PDF version of the archeological resources report, 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 archeological resources report, 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 archeological resources report 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 or Native American cultural material shall be returned to local Native American tribal representatives at their discretion. The facility shall be selected in consultation with the environmental review officer. Upon submittal of the collection for curation, the sponsor or archeologist shall provide a copy of the signed curatorial agreement to the environmental review officer.	Archeological consultant prepares collection for curation and project sponsor pays for curation costs	In the event a significant archeological resource is discovered and upon acceptance by the Environmental Review Officer of the Archeological Resources Report	Planning Department cultural resources staff	Considered complete upon acceptance of the collection by the curatorial facility or Native American tribal representative
TRIBAL CULTURAL RESOURCES				
Mitigation Measure M-TCR-1: Tribal Cultural Resources Interpretive Program. **Preservation in Place.** In the event of the discovery of a potential tribal cultural resource, the environmental review officer, the project sponsor, and the local Native American representative shall consult to determine whether preservation in place would be feasible and effective. Coordination shall take place with local Native American representatives, including the Association of Ramaytush Ohlone and other interested Ohlone parties. If it is determined that preservation-in-place of the tribal cultural resource would be both feasible and effective, then the project sponsor, the	Project sponsor, archeological consultant as relevant, and Environmental Review Officer, in consultation with the affiliated Native American tribal representatives	In the event of discovery of potential tribal cultural resource	Planning Department cultural resources staff	Considered complete upon project redesign and completion of tribal cultural resource preservation plan

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
archeological consultant as relevant, in consultation with the local Native American representative and environmental review officer, shall prepare a tribal cultural resource preservation plan, which shall be implemented by the project sponsor during construction.				
Interpretive Program. The project sponsor, archeological and/or design consultant, as relevant, in consultation with local Native American representatives (including the Association of Ramaytush Ohlone), shall prepare a Tribal Cultural Resources Public Interpretation Plan (TCRIP) to guide the Tribal Cultural Resource interpretive program in coordination with the project sponsor and planning department cultural resources staff. The TCRIP may be prepared in tandem with the CRPIP if required. The TCRIP shall be submitted to environmental review officer for review and approval prior to implementation of the program. The plan shall identify, as appropriate, proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, cultural displays, educational panels, or other interpretive elements agreed upon by the environmental review officer, sponsor, and local Native American representatives. Upon approval of the TCRIP and prior to project occupancy, the interpretive program shall be implemented by the project sponsor. The environmental review officer and project sponsor shall work with the tribal representative to identify the scope of work to fulfill the requirements of this mitigation measure, which may include participation in preparation and review of deliverables (e.g., plans, interpretive materials, artwork). Tribal representatives shall be compensated for their work as identified in the agreed upon scope of work.	Project sponsor in consultation with the tribal representative	After determination that preservation in place is not feasible, and subsequent to archeological data recovery, if required.	Planning Department cultural resources staff	Complete upon sponsor verification to the Environmental Review Officer that interpretive program was implemented
WIND RESOURCES				
Mitigation Measure M-WI-1a: Wind Hazard Evaluation for Building Design and Streetscape Modifications. If the proposed project's design, including the wind mitigation measures (M-WI-1b), is modified in any way that could affect ground-level wind conditions, the new design shall be evaluated by a qualified wind expert to determine the potential for the modified project to result in a new wind hazard exceedance (defined as the one-hour wind hazard criterion of 26 miles per hour equivalent wind speed). The evaluation may require wind tunnel testing by the qualified expert to determine whether the modified	Project sponsor and qualified wind expert	Prior to issuance of construction permits if the proposed project's design, including the wind mitigation measures (M-WI-1b), is modified in any way that could affect	Planning department and Development Performance Coordinator	Considered complete upon approval of the wind analysis and construction of building with wind baffling measures

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
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project would result in an exceedance of the wind hazard criterion. If the modified project could exceed the wind hazard criterion, the project buildings shall be shaped (e.g., by including setbacks or using other building design techniques) or other wind-baffling measures shall be implemented, so that the project does not result in an exceedance of the one-hour wind hazard criterion of 26 miles per hour equivalent wind speed.		ground-level wind conditions		
Mitigation Measure M-WI-1b: Maintenance of Landscaping Features that Reduce Wind Hazards. The project sponsor shall maintain, for the life of the proposed project buildings, all landscaping features required to ensure that the proposed project does not result in an exceedance of the one-hour wind hazard criterion of 26 miles per hour equivalent wind speed. These features include installation of nine evergreen street trees, each approximately 25 feet tall with a 15-foot-diameter canopy, along the eastern sidewalk of Toland Street or any landscaping features required pursuant to Mitigation Measure M-WI-1a: Wind Hazard Evaluation for Building Design and Streetscape Modifications.	Project sponsor	During construction and ongoing and in perpetuity for the lifetime of the building	Planning Department and Development Performance Coordinator, in coordination with San Francisco Public Works	Ongoing and in perpetuity for the lifetime of the building
GEOLOGY AND SOILS				
Mitigation Measure M-GE-5: Inadvertent Discovery of Paleontological Resources. **Worker Environmental Awareness Training.** Prior to commencing construction, the project sponsor shall engage a paleontologist meeting the standards of the Society of Vertebrate Paleontology to conduct training for all onsite construction workers regarding paleontological resources and 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. In addition, the project sponsor (through a designated representative) shall inform construction personnel of the immediate stop work procedures and contact information to be followed if bones or other potential fossils are unearthed at the project site, and the laws and regulations protecting paleontological resources. As new workers arrive at the project site for ground-disturbing activities, they shall be trained by the construction supervisor.	Project sponsor, qualified paleontologist	Prior to the start of construction and ongoing throughout ground-disturbing activities	Environmental Review Officer and Development Performance Coordinator	Ongoing during construction. Considered complete once ground-disturbing activities are complete or once the Environmental Review Officer approves the Paleontological Resources Report, if required.

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
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The paleontologist shall submit a letter confirming the timing of the worker training to the planning department. The letter shall confirm the project's location, the date of training, the location of the informational handout display, and the number of participants. The letter shall be transmitted to the planning department within five business days of conducting the training.				
Discovery of Unanticipated Paleontological Resources. In the event of the inadvertent discovery of a paleontological resource during construction, excavations within 25 feet of the find shall temporarily be halted until the discovery is examined by a qualified paleontologist (as defined by the Society of Vertebrate Paleontology). Work in the sensitive area shall resume only when deemed appropriate by the qualified paleontologist, in consultation with the planning department. The qualified paleontologist shall determine: 1) whether the discovery is scientifically significant; 2) the necessity for involving other agencies and stakeholders; 3) the significance of the resource; and 4) 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. The paleontological evaluation letter shall be submitted to the planning department for review within 30 days of the discovery. If a paleontological resource is determined to be of scientific importance and there are no feasible avoidance measures, a paleontological mitigation program must be prepared by the qualified paleontologist engaged by the project sponsor. The mitigation program shall include measures to fully document and recover the resource and shall be approved by the planning department. Ground-disturbing activities in the project area shall resume and be monitored, as determined by the qualified paleontologist in collaboration with the planning department, 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 into an appropriate repository; and 4) preparation of a paleontological resources report at the conclusion of ground-disturbing activities. The report shall include dates of field work, results of monitoring,				

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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 repository. The mitigation program shall be submitted to the planning department for review within 10 business days of the discovery. The paleontology report shall be submitted to the planning department for review within 30 business days from conclusion of ground-disturbing activities, or as negotiated following consultation with the planning department.				
NOISE AND VIBRATION				
Mitigation Measure M-NO-3a: Fixed-Source Noise Attenuation for Buildings A and B Prior to the issuance of the relevant building permit for improvements that include fixed mechanical equipment in buildings A and/or B, the project sponsor shall demonstrate that the project meets the noise limits in article 29, section 2909(b). Specifically, the project sponsor shall demonstrate that fixed-mechanical equipment does not exceed 8 dBA above the ambient noise level at any property plane. The noise level limits for each property plane are as follows, but may be updated based on empirical measurements conducted at a later date as approved by the city: • Property plane along Toland Street, Selby Street, and McKinnon Avenue: 59 dBA, L_{eq} • Property plane along Rankin Street: 58 dBA, L_{eq} • Property plane along Kirkwood Avenue: 60 dBA, L_{eq} Feasible noise reduction measures to achieve the property plane thresholds identified above may include, but are not limited to, a combination of the following: • **Ventilation Routing and Relocation:** Route or direct the ventilation units to exhaust away from the adjacent land uses (i.e., outside the	Project sponsor, qualified acoustical or engineering consultant	Prior to issuance of a building permit for improvements that include fixed mechanical equipment	Planning Department and Development Performance Coordinator	Considered complete after planning department approval of the analysis completed by an acoustical consultant and issuance of the building permit

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
property planes) and toward I-280. Relocate ventilation units away from the building edge and to a more-central location in each logistics yard. • **Acoustically Treated Ducting:** Implement an acoustically lined duct to the exhaust of each logistics yard fan in a manner that maintains the above ventilation routing requirement. • **Project Rooftop HVAC System:** Implement one of the following two options for rooftop HVAC unit noise reduction:				
○ Install a 12-foot-tall noise barrier surrounding each of the six rooftop unit areas; or ○ Centralize all rooftop HVAC units at the rooftop center and install a 14-foot-tall barrier around the centralized unit area. Alternatively, or in addition, the project sponsor also may implement quieter ventilation fan units, quieter HVAC units, duct silencers at the outlet of the ventilation systems, and/or acoustical louvers at ventilation system terminations at the two building edges to achieve compliance with the article 29, section 2909(b) requirement. The final design of the rooftop HVAC units and logistics yard ventilation system shall be analyzed and assessed for article 29, section 2909(b) compliance by an acoustical consultant as a requirement for building permit approval. Upon installation of the proposed project's mechanical equipment, the project sponsor shall take noise measurements of the equipment to ensure that the equipment complies with article 29, section 2909(b). Noise measurements shall be provided to the planning department prior to receipt of a certificate of occupancy. Should noise measurements indicate that the project's fixed-source mechanical equipment noise does not comply with article 29, section 2909(b), the project sponsor, with analysis from an acoustical consultant, shall install additional noise attenuation measures necessary to meet the article 29, section 2909(b) requirement. Any additional noise attenuation measures shall be approved by the planning department; installed; and verified to meet the article 29, section 2909(b) requirement.				
Mitigation Measure M-NO-3b: Fixed-Source Noise Attenuation for Building Tenants Prior to the issuance of a building permit that allows for the installation of fixed sources that generate noise (e.g., mechanical systems), the project sponsor's acoustical consultant shall demonstrate that the project meets the noise limits	Project sponsor, qualified acoustical or engineering consultant	Prior to issuance of a building permit for installation of fixed sources that generate noise	Planning Department and Development Performance Coordinator	Considered complete after planning department approval of the analysis completed by an

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
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in article 29 section 2909(b) (8 dBA above the ambient noise level at any property plane) and 2909(d) (45 dBA between the hours of 10 p.m. and 7 a.m., and 55 dBA between the hours of 7 a.m. and 10 p.m., with windows open—except where building ventilation is achieved through mechanical systems that allow windows to remain closed). All recommendations in the acoustical analysis necessary to ensure that noise sources would meet the noise limits in article 29 section 2909(b) and 2909(d) shall be incorporated into the building design and operations. Acoustical treatments may include, but are not limited to:				acoustical consultant and issuance of the building permit
• 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 to the greatest extent feasible; • increasing the distance between noise-generating equipment and noise-sensitive receptors; and • placing barriers around the equipment to facilitate the attenuation of noise. The project sponsor shall provide noise measurements of the installed equipment at the department's request. Should noise measurements indicate that the above-listed performance standards in article 29 that are provided above are not met, the project sponsor shall install additional noise attenuation measures necessary to ensure that the performance standards are met.				
AIR QUALITY				
Mitigation Measure M-AQ-3a: Electrification of Yard Equipment The project sponsor shall stipulate in tenant lease agreements that all yard equipment, such as forklifts, be electric to reduce NO_X emissions from these sources.	Project sponsor	Prior to tenant occupancy. Ongoing during operations, and in perpetuity for the lifetime of the building	Planning Department and Development Performance Coordinator	Ongoing and in perpetuity for the lifetime of the building
Mitigation Measure M-AQ-3b: Electrification of Transportation Refrigeration Units The project sponsor shall require that all transportation refrigeration units operating on the project site be electric or alternative zero-emissions technology, including hydrogen fuel cell transport refrigeration and cryogenic transport refrigeration, to reduce emissions of NO_X without substantially	Project sponsor	Prior to issuance of a building permit for improvements that include dock doors or other infrastructure for electrification.	Planning Department and Development Performance Coordinator	Ongoing and in perpetuity for the lifetime of the building

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
increasing other emissions. Any electric or hybrid transportation refrigeration units shall be charged via the grid power (i.e., not an idling truck or diesel engine). The project design shall also include necessary infrastructure; for example, requiring all dock doors serving transportation refrigeration units to be equipped with charging infrastructure to accommodate the necessary plug-in requirements for electric transportation refrigeration units while docked or otherwise idling, as well as the electrical capacity to support the onsite power demand associated with electric transportation refrigeration unit charging requirements.		Ongoing during operations, and in perpetuity for the lifetime of the building		
Mitigation Measure M-AQ-3c: Prohibition of Truck and Van Idling for More than Two Minutes The project sponsor shall require that onsite idling of all visiting gasoline- or diesel-powered vans and trucks not exceed two minutes, and that appropriate signage and training for onsite workers and truck drivers be provided to support effective implementation of this limit.	Project sponsor	Prior to tenant occupancy. Ongoing during operations and in perpetuity for the lifetime of the building	Planning Department and Development Performance Coordinator	Ongoing and in perpetuity for the lifetime of the building
Mitigation Measure M-AQ-3d: Limitation on Model Year of Visiting Trucks The project sponsor shall require any gasoline- or diesel-powered vehicle, whether owned or operated by tenant(s), that enters or operates on the project site and has a gross vehicle weight rating greater than 14,000 pounds, have a model year dated no more than nine years upon the completion of project construction activities (e.g., should construction be completed in year 2026, visiting trucks must be model year 2017 or newer).	Project sponsor	Prior to tenant occupancy. Ongoing during operations, and in perpetuity for the lifetime of the building	Planning Department and Development Performance Coordinator	Ongoing and in perpetuity for the lifetime of the building
Mitigation Measure M-AQ-3e: Diesel Backup Generator Specifications The project sponsor shall ensure that the diesel backup generators meet or exceed the air board's Tier 4 final off-road emission standards. Additionally, once operational, the diesel backup generators shall be maintained in good working order for the life of the equipment, and any future replacement of the diesel backup generators shall be required to be consistent with these emissions specifications. The project sponsor shall ensure that records of the testing schedule for the diesel backup generator are maintained for the life of the diesel backup generators. If the planning department requests additional information about these tests, the project sponsor shall provide the information within three months.	Project sponsor	Prior to tenant occupancy. Ongoing during operations and in perpetuity for the lifetime of the building	Planning Department and Development Performance Coordinator	Equipment specifications portion considered complete when equipment specifications approved by the Environmental Review Officer. Maintenance is ongoing and records are subject to

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
				Planning Department review upon request.
Mitigation Measure M-AQ3-f: Limitation on Manufacturing and Maker Space Emissions The project sponsor shall prohibit the use of stationary equipment sources, such as boilers, whose combined emissions for the manufacturing and maker space uses would exceed 10 pounds per day in NO_X emissions.	Project sponsor	Prior to tenant occupancy. Ongoing during operations, and in perpetuity for the lifetime of the building	Planning Department and Development Performance Coordinator	Ongoing and in perpetuity for the lifetime of the building

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
Mitigation Measure M-AQ-3g: Compliance with CalGreen Tier 2 Green Building Standards Prior to the issuance of building permits for any project building, the project sponsor shall demonstrate compliance with the Tier 2 voluntary green building standards related to designated parking for clean air vehicles, electric vehicle charging, and bicycle parking in the 2022 California Green Building Standards (CalGreen) with July 2024 Supplement, or the mandatory requirements of the most recently adopted version of the city building code, whichever are more stringent. The installation of all electric vehicle charging equipment shall be included on the project drawings submitted for the site permit(s) and construction addenda, as appropriate, or on other documentation submitted to the city.	Project sponsor	Prior to issuance of a building permit.	Planning Department and Development Performance Coordinator	Considered complete after review of project drawings or other documentation confirming compliance and the issuance of a building permit
Mitigation Measure M-AQ-3h: Requirements for Off-Road Construction Equipment The project sponsor shall comply with the following: A. Engine Requirements 1. The project sponsor shall require that the construction contractor use electric-powered construction equipment 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. Electric equipment may include, but is not limited to, concrete/ industrial saws, sweepers/scrubbers, aerial lifts, welders, air compressors, fixed cranes, forklifts, cement and mortar mixers, pressure washers, and pumps. Where access to alternative sources of power is available (i.e., grid power), portable diesel engines (e.g., generators) shall be prohibited. If grid power is not available, alternative power such as battery storage or hydrogen fuel cells shall be used, if available. If such alternative power is not available, portable diesel engines shall meet Tier 4 Final off-road emissions standards.	Project sponsor and construction contractor(s)	Prior to issuance of a building permit. Ongoing during operations.	Planning Department and Development Performance Coordinator	Considered complete upon Environmental Review Officer review and acceptance of a signed construction emissions minimization plan, implementation of the plan, and submittal of final report summarizing use of construction equipment pursuant to the plan, and issuance of a final certificate of occupancy

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
2. All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall have engines that meet or exceed either U.S. EPA's or air board's Tier 4 Final off-road emission standards. Diesel engines, whether for off-road or on-road equipment, shall not be left idling for more than two minutes at any location, except as provided in exceptions to the applicable state regulations regarding idling for off-road and on-road equipment (e.g., traffic conditions and safe operating conditions). The contractor shall post legible and visible signs in English, Spanish, and Chinese in designated queuing areas and at the construction site to remind operators of the two-minute idling limit. 3. The project sponsor shall instruct construction workers and equipment operators in the maintenance and tuning of construction equipment and require that such workers and operators properly maintain and tune equipment in accordance with manufacturer specifications. B. Waivers The planning department's environmental review officer (ERO) or designee may waive the alternative source of power requirement of subsection (A)(1) if an alternative source of power is limited or infeasible at the project site. If the ERO grants the waiver, the contractor must use the next cleanest piece of off-road equipment, or another alternative that results in comparable NO_X reductions. C. Construction Emissions Minimization Plan Before starting onsite construction activities, the contractor 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 engine requirements of section A.				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
1. 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, and expected fuel use and hours of operation. For off-road equipment using alternative fuels, the description shall also specify the type of alternative fuel being used. 2. The project sponsor shall ensure that all applicable requirements of the plan have been incorporated into the contract specifications. The plan shall include a certification statement that the project sponsor agrees to comply fully with the plan. 3. The project sponsor shall make the plan available to the public for review on site during working hours. The project sponsor shall post at the construction site a legible and visible sign summarizing the plan. The sign 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. D. Monitoring After start of construction activities, the contractor shall submit reports every six months to the ERO or designee, documenting compliance with the plan. After completion of construction activities and prior to receiving a final certificate of occupancy, 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.				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
Mitigation Measure M-AQ-3i: Development and Implementation of Operational Emission Management Plan The project sponsor shall develop and implement an Operational Emissions Management Plan (OEMP) that shall demonstrate that the project's net operational NO_X emissions do not exceed the performance standard of 54 pounds per day and 10 tons per year. "Net operational NO_x emissions" refers to the NO_X emissions generated by the proposed project minus the NO_x emissions occurring at the site as of 2017 that would be removed with implementation of the proposed project. The OEMP shall consist of the components described in this mitigation measure. Development, implementation, and reporting of the OEMP shall follow the timeline and appropriate triggers set forth below. The project sponsor shall identify one or more individuals who shall be responsible for overseeing implementation of the OEMP and shall work directly with the ERO or designee to ensure that implementation meets the following requirements and demonstrates attainment of the performance standard. A. Performance Standard The OEMP and related emissions assessments/operational emissions reports, as required below, shall be developed by the project sponsor and approved by the ERO or designee, and shall demonstrate that the proposed project does not exceed the performance standard of a net increase of NO_X emissions consistent with the air district thresholds of 54 pounds per day and 10 tons per year.	Project sponsor	Prior to occupancy by each PDR tenant: complete emissions assessment. Ongoing during operations: prior to one or more tenants occupying a combined total of 500,000 square feet of floor area, and subsequently prior to executing a new lease agreement with a PDR tenant in perpetuity for the lifetime of the building.	Environmental Review Officer and Development Performance Coordinator	Considered complete when the first of either of the two milestones identified in Section C.8 of the mitigation measure is reached: 1. 10 years after commencement of operations pursuant to the initial approved OEMP, or 2. Three sequential annual reports demonstrating to the satisfaction of the Environmental Review Officer that the project's actual reported emissions have remained below the performance standard. 3. Obligations for preparation of emissions assessments and implementation of control measures shall continue in perpetuity unless the Environmental Review Officer

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
				determines otherwise.
B. Emissions Assessment Prior to occupancy for each PDR tenant, the project sponsor shall require the tenant to conduct an emissions assessment. Prior to the requirement to submit an OEMP, the project sponsor shall retain all emissions assessments from individual tenants. The emissions assessment shall include: 1. A brief description of proposed tenant activities that are reasonably expected to generate NO_X emissions, and written confirmation that the tenant can and will comply with Mitigation Measures M-AQ-3a through M-AQ-3g as applicable, including compliance with requirements to provide periodic reporting and necessary evidence that the tenant is implementing the applicable measures after the start of occupancy. 2. Estimates of expected NO_X emissions in annual tons and average pounds per day for all activities associated with the tenant's use (inclusive of onsite and offsite mobile emission sources). Emission estimation methods shall generally follow the approach used in this EIR and in Appendix F, Air Quality Supporting Information, taking into account current air board- or air district-recommended emissions factors (vehicle types, model year, fleet mix, etc.), or another agreed-upon method (subject to approval by the ERO or designee and provided that such method is supported by substantial evidence). 3. The tenant's estimated expected NO_X emissions shall be itemized for each of the following sources and summed for a total of all emissions in terms of the maximum potential annual emission (tons per year) and average daily emissions (pounds per day): • stationary sources such as generators and specialized equipment; • estimated mobile source emissions accounting for offsite travel and onsite activity; and • other emissions sources, such as area sources.				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
C. Operational Emissions Management Plan The project sponsor shall submit an OEMP to the ERO or designee for review and approval prior to one or more tenants in the project site occupying a combined total of 500,000 square feet of floor area. The OEMP shall describe, in reasonable detail, how the sum of all tenants' and total project NO_X emissions will not exceed the performance standard. Specifically, the OEMP shall include the following: 1. Responsibility. The OEMP will identify one or more individuals who shall be responsible to oversee implementation, monitoring, and reporting for the OEMP. 2. Reporting Template. The OEMP will identify, in reasonable detail, the format template and required contents of the operational emissions reports (described further below). 3. Emissions Assessments. Emissions assessments will be performed for each proposed tenant in the project, as described above. 4. Total Emissions Estimate. The project's performance will be documented in relation to the performance standard of daily and annual NO_X emissions, taking into account all tenancies/operations at the project site. 5. Additional Emissions Reduction Measures. If the total emissions estimate described above is projected to result in an exceedance of the NO_X performance standard, the OEMP shall identify additional specific operational emissions reduction measures to lessen the project's emissions to a level that does not exceed the performance standard. To ensure that the proposed project NO_X emissions do not exceed the performance standard, these measures shall be implemented prior to any operational activities that were projected to exceed that standard. To the extent that the identified emissions reductions can be quantified, the OEMP shall quantify the expected reductions. The OEMP shall quantitatively demonstrate that total project operations meet the daily and annual NO_X performance standard. To the extent that required emissions reduction and reporting measures are applicable to individual tenants, the OEMP shall provide that these measures be incorporated into lease terms for				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
individual tenants of the project. Such operational emission reduction measures may include, but are not limited to, the following:				
• modification of project operations, including through the use of different equipment, limitations on types of tenants/uses, or limitations on the size or intensity of specific uses; • implementation of specific fleet performance metrics, including electric vehicle and zero-emission vehicle standards; minimum model year requirements that are more stringent than those required by Mitigation Measure M-AQ-3d; or achievement of regulatory requirements ahead of compliance schedules; • reductions in onsite or offsite worker vehicle trips, including through implementation of additional travel demand management (TDM) measures such as providing contributions or incentives for sustainable transportation; • funding or completing projects in coordination with community groups, as applicable, to directly reduce or eliminate sources of existing NO_x emissions not generated by the project, with emission reduction projects occurring in the following locations in order of priority to the extent available: (1) in the neighborhood surrounding the project site (i.e., Bayview Hunters Point); (2) in the city of San Francisco; and (3) in the air basin; and • other emission reduction measures that become feasible due to advances in technology, economic changes, or other factors during the lifetime of the project. 6. Updates. The OEMP shall be updated and resubmitted to the ERO or designee for review and approval prior to occupancy by any subsequent PDR tenant until the reporting period has concluded, as described below in the "Monitoring and Reporting" section of this mitigation measure. Additionally, each tenant shall verify periodically that its emissions assessment remains accurate, and at least: (1) upon a substantial change in the tenant operations, and (2) every other year.				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
7. Exceptions. The following list identifies allowable exceptions for certain uses to provide an emissions assessment and for the need to update the OEMP upon a change in tenancy at the project site. • Retail uses less than 8,400 square feet and manufacturing and maker uses less than 35,000 square feet shall not be required to submit an emissions assessment unless they include any stationary source(s) that would result in NO_X emissions and would require permitting by the air district. Although uses below the identified square footages are not required to submit emissions assessments, the total project operational emissions, which are calculated (by summing all tenant emissions assessments) and compared against the performance standard for all project operations, shall include 1.3 pounds per day of NO_X for retail uses totaling up to 8,400 square feet and 12.2 pounds per day of NO_X from manufacturing and maker uses totaling up to 35,000 square feet. Should an individual retail or manufacturing and maker tenant or the cumulative total of multiple retail or manufacturing and maker uses exceed the square footages for each respective use or include any stationary source(s) that would result in NO_X emissions and would require permitting by the air district, an emissions assessment must be prepared for that tenant's operations to be included in the total project site operational emissions estimate for the project site. • The termination of a proposed or existing tenancy, or the substitution of any terminated use with a new use that is equally or less intensive based on an updated emissions assessment of estimated NO_X emissions, shall not trigger a requirement to submit an updated OEMP as long as any requirements in the former plan remain relevant and in effect.				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
8. Monitoring and Reporting. After the start of operations under an approved OEMP, the project sponsor shall submit annual operational emissions reports to the ERO, documenting compliance with the OEMP. Each report shall include a summary of compliance with operational controls for all applicable activities completed in the period covered by the annual report. If the project has complied with all required operational controls and no emissions-generating activity levels increase, then no further estimation of emissions is required. If any operational controls are modified or if an increase in emissions-generating activity levels has occurred, then the report shall include an estimate of NO_X emissions for the relevant emissions source. For example, if generators were operated for more hours during the reporting period than allotted in the OEMP, then the report shall include actual generator emissions, summarized from logs. In all cases, the reporting shall demonstrate that the project does not exceed the NO_X performance standard through implementation of the additional emissions reduction measures or other equivalent measures, subject to approval by the ERO or designee. The reporting period for this measure shall conclude at the earlier of (1) 10 years after commencement of operations pursuant to the initial approved OEMP, or (2) the project sponsor submitting three sequential annual reports demonstrating, to the satisfaction of the ERO or designee, that the project's actual reported emissions have not exceeded the performance standard, as described above. If the total NO_X emissions from the emissions assessments for all tenants indicate an increase or change in tenancy that would materially increase the net operational NO_X emissions to a level that would approach or exceed the performance standard, the requirements for the OEMP would be reinstated.				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
The obligations for the preparation of emissions assessments and implementation of control measures to limit NO_X emissions to not exceed the performance standard shall remain in effect for the life of the project, subject to periodic review and monitoring by the ERO or designee. If the ERO or designee determines, on the basis of substantial evidence, that it is no longer necessary for the project sponsor to complete emissions assessments to meet the performance standard, the ERO or designee may temporarily or permanently waive the assessment requirement.				

NOTES:

[a]Definitions of MMRP Column Headings:

Adopted Mitigation Measure: 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. The SF Gateway project sponsor may also include the project sponsor's contractor/consultant.

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 SF Gateway 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.

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ATTACHMENT A

SAN FRANCISCO GATEWAY PROJECT

749 Toland Avenue and 2000 McKinnon Street

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS:
FINDINGS OF FACT, EVALUATION OF MITIGATION MEASURES AND ALTERNATIVES

SAN FRANCISCO PLANNING COMMISSION

MAY 22, 2025

PREAMBLE

In determining to approve the San Francisco Gateway Project located at 749 Toland Avenue and 2000 McKinnon Street ("Project"), as described in Section I.A, Project Description, the San Francisco Planning Commission (the "Commission") makes and adopts the following findings of fact and decisions regarding the Project description and objectives, significant impacts, mitigation measures, and alternatives, based on substantial evidence in the whole record of this proceeding and pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.* ("CEQA"), particularly Section 21081 and 21081.5, the Guidelines for Implementation of CEQA, 14 California Code of Regulations Section 15000 *et seq.* ("CEQA Guidelines"), particularly Sections 15091 through 15093, and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"). The Commission adopts these findings in conjunction with the Approval Actions described in Section I(c), below, as required by CEQA, separate and apart from the Commission's certification of the Project's Final Environmental Impact Report ("Final EIR"), which the Commission certified prior to adopting these CEQA findings.

This document is organized as follows:

Section I provides a description of the Project proposed for adoption, Project objectives, the environmental review process for the Project, the City approval actions to be taken and the location and custodian of the record;

Section II identifies the impacts found not to be significant that do not require mitigation;

Section III identifies potentially significant impacts that can be avoided or reduced to less-than-significant levels through the mitigation measures proposed in the Final EIR and sets forth findings as to the mitigation measures;

Section IV identifies that there would not be any significant impacts that cannot be avoided or reduced to less-than-significant levels;

Section V identifies the project alternatives that were analyzed in the Final EIR and discusses the reasons for their rejection; and

Section VI presents the San Francisco Planning Commission's (the "Commission's") determination that, because the Project will have no impacts that remain significant and unavoidable with incorporation of mitigation measures, no statement of overriding considerations is warranted for the Project.

The Draft Environmental Impact Report ("Draft EIR") and the Comments and Responses document ("RTC") together comprise the Final EIR (or "FEIR"). Attachment B to the Planning Commission Motion contains the Mitigation Monitoring and Reporting Program ("MMRP"), which provides a table setting forth the full text of each mitigation measure listed in the Final EIR that is required to reduce a significant adverse impact. The MMRP (Attachment B) is required by CEQA Section 21081.6 and CEQA Guidelines Section 15091. The MMRP also specifies the party responsible for implementation of each mitigation measure and establishes monitoring actions and a monitoring schedule.

These findings are based upon substantial evidence in the entire record before the Commission. The references set forth in these findings to certain pages or sections of the Final EIR, are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

PROJECT DESCRIPTION, OBJECTIVES, ENVIRONMENTAL REVIEW PROCESS, APPROVAL ACTIONS, AND RECORDS

A. Project Description.

1. Project Location and Site Characteristics.

The approximately 743,800-gross-square-foot (17.1 gross total acres) Project site is in the Bayview neighborhood of San Francisco, California and is located in the PDR-2 Zoning District and the 65-J Height and Bulk district. The street addresses of the existing buildings are 749 Toland Street and 2000 McKinnon Avenue. The Project site consists of Assessor's Block 5284A, Lot 008, and Block 5287, Lot 002. The Project site is currently occupied by four single-story structures totaling approximately 448,000 square feet of PDR space, and is relatively flat and rectangular. As shown in Figure 2.C-2 and Figure 2.C-3 in the Draft EIR (pp. 2-5 and 2-6), the Project site is fully developed, is covered in impermeable surfaces, and contains a small amount of vegetation and no street trees.

The Project site is bounded by Kirkwood Avenue to the north, Rankin Street to the east, McKinnon Avenue to the south, and Toland Street to the west. An elevated portion of Interstate 280 (I-280) bisects the Project site, running in a north-south direction above the existing Selby Street right-of-way; the uppermost roadbed deck is approximately 55 feet above-grade. The Project site parcels owned by the Project sponsor include portions of the surrounding paved streets (i.e. portions of Kirkwood and McKinnon Avenues, and Rankin, Selby, and Toland Streets).

2. Project Characteristics.

The Project would construct two new multi-story PDR buildings that would provide new PDR space in the industrial area of the Bayview neighborhood of San Francisco. The Project would demolish the existing four PDR buildings onsite and would construct two new three-story buildings, totaling approximately 1,646,000 gross square feet of enclosed floor area, or 2,160,000 gross square feet including active roofs. The Project would construct new sidewalks along the site's perimeter, including Selby Street, and would create seven new curb cuts for access to each new building (14 total). The new sidewalks would be designed in accordance with San Francisco's Better Streets Plan standards for industrial roads. The Project also would include a total of approximately 543,500 gross square feet of parking, on the first story and an active roof of each building. Approximately 1,125 parking spaces for standard automobiles would be provided, and each building would include 36 loading dock doors at level 1 with additional tenant-specific loading on the upper levels. The Project would provide 116 bicycle parking spaces in total: 100 Class 1 and 16 Class 2 spaces.

The proposed buildings would be taller than the 65 feet allowed by the existing 65-J Height and Bulk district; therefore, approval of a Height and Bulk district Zoning Map Amendment would be required for the Project. As such, the Project requires approval of an ordinance to allow proposed modifications to the existing Height and Bulk district. The Project also requires the approval of a Zoning Map Amendment and Planning Code Text Amendment to establish a new Special Use District

a. Proposed Buildings.

The proposed building west of I-280 at 749 Toland Street is identified as "Building A," and the proposed building east of I-280 at 2000 McKinnon Street is identified as "Building B." Each building would have a

maximum height of approximately 97 feet (115 feet with rooftop appurtenances included). Buildings A and B would be approximately the same size, shape, and dimensions, and would be oriented similarly on site. Both Building A and Building B would include three levels of PDR space with direct access to vehicle circulation, logistics yards, and rooftop parking, vehicle staging, and storage. Each of these two buildings would include a one-way ramp system designed to provide full-service, upper-level truck access and PDR spaces for its tenants. In addition, a total of approximately 8,400 gross square feet of ground floor retail space and 35,000 gross square feet of ground-floor maker space would be included in the two buildings. The active roof would be a screened, open-air, multipurpose deck that could be used for materials staging and vehicle staging for box trucks, vans, and personal vehicles.

b. Proposed Project Uses and Analyzed Tenant Use Mix.

The Project sponsor proposes to build a flexible PDR space that could accommodate an evolving mix of users or tenants for a 100-year period or longer. The Project includes PDR (and other uses principally permitted in the PDR-2 zoning district) and retail uses. The Project sponsor has proposed a Special Use District that would retain all principally or conditionally permitted uses within the PDR-2 Zoning District with the exception that Parcel Delivery Service and Private Parking Garage (with exceptions set forth in the SUD) uses will be principally permitted. The SUD would modify the use size limitations listed in Planning Code Section 210.3A, increasing the maximum use size of non-accessory retail uses from 2,500 square feet per lot (5,000 square feet total) to 8,500 square feet of retail space district-wide; and clarify the maximum allowable number of vehicle parking spaces.

Given that there are no identified tenants at this time, the draft EIR describes and analyzes a mix of PDR uses that are likely to occur based on the Project Sponsor's familiarity with leasing trends for PDR facilities in San Francisco and the Bay Area and that represent reasonably conservative assumptions about possible tenants' environmental impacts. The term "Project" means the construction and operation of the San Francisco Gateway facility, the operation of which is based on the analyzed tenant use mix, and the related streetscape improvements. The analyzed tenant use mix for the purpose of the Project's environmental review is identified in the following table:

San Francisco Gateway Project Analyzed Tenant Use Mix (by square feet)

Uses below are a combination of areas in buildings A and B					
Uses	**Level 1**	**Level 2**	**Level 3**	**Roof**	**Project Total**
PDR Uses					
Light Manufacturing/Maker	35,000	0	0	0	35,000
Parcel Delivery/Last Mile	0	381,000	369,600	8,800	759,400
Wholesale and Storage	372,400	0	0	0	372,400
PDR Support Spaces					
Logistics Yard	0	72,400	73,400	0	145,800
Vehicle/Pedestrian Circulation	69,700	112,800	95,400	17,600	295,500
Parking	55,900	0	0	487,600	543,500
Retail	8,400	0	0	0	8,400
Total – Including Active Roof	***541,400***	***566,200***	***538,400***	***514,000***	**2,160,000**
Total – Not Including Active Roof				--	**1,646,000**

While other uses, such as laboratory and certain automotive uses, are principally or conditionally permitted in both the existing PDR-2 zoning and proposed SUD, only the uses listed in the table above are specifically included in the San Francisco Gateway Project's analyzed tenant use mix. However, the SUD establishes a use consistency review process to ensure that site and/or building permits are consistent with the Project's Development Agreement; the Planning Code; the Project entitlement's conditions of approval, including the mitigation measures adopted as part of the Project's approval; and the EIR. If the uses are not consistent, further analysis may be required pursuant to CEQA.

c. Sustainability

The Project has been designed to be sustainable and resilient by providing flexible PDR space that could accommodate an evolving mix of tenants or users for a 100-year period or longer. Additionally, the Project would seek LEED Gold certification or higher. Buildings A and B would be designed to contain sustainability features such as a rooftop screen containing a solar array. This array would be sized to meet the San Francisco Better Roof Ordinance requirements and would generate electricity that could be used to offset the electrical use of the building, and/or the electric vehicles housed and/or visiting the site. In addition, all docking stations would be designed to support electric plug-in of trucks to reduce idling time during loading and unloading of trucks serving future land uses on site, thereby further minimizing onsite idling and resultant fuel use. Additional features to achieve LEED Gold certification would include the use of sustainable building materials, water- and energy-efficient mechanisms in the building design, bicycle facilities to encourage alternate modes of transportation, and indoor air quality measures to ensure tenant safety.

d. Streetscape Improvements

Proposed on-street parking would consist of 217 diagonal and parallel striped parking stalls. As set forth in the Infrastructure Plan attached as Exhibit P to the Development Agreement, the Project Sponsor shall continue to work with Planning Department staff, in consultation with other City agencies, to refine the design and programming of the Streetscape Plan so that the plan generally meets the standards of the Better Streets Plan and all applicable City standards. For each phase of the Project, the Project Sponsor shall submit a Street Improvement Permit application for all required street improvements prior to issuance of a building permit, and shall complete construction of all required street improvements prior to issuance of temporary certificate of occupancy for a building, except as otherwise provided in the Development Agreement.

Pursuant to the Better Streets Plan, the Project would provide streetscape improvements to the streets immediately adjacent to the Project site. The Project area is classified as an industrial street type under this plan, and would require new sidewalks, street trees, stormwater control measures, and accessible curb ramps. There are currently no sidewalks adjacent to the Project site. Pursuant to Public Works Code Section 806(d), the Project would be required to provide 216 street trees along the Project's 4,300 linear feet of street frontages, or to pay the appropriate in-lieu fees. Due to Project and site constraints (e.g., curb cuts, I-280 overpass, line-of-sight restrictions, and location of site utilities), the Project Sponsor would plant approximately 124 street trees and pay the corresponding in-lieu fee for the remaining required trees that cannot be accommodated on site. These 124 street trees would be consistent with the Better Streets Plan, and subject to review and approval by the Department of Public Works, Bureau of Urban Forestry. The nine street trees on the eastern sidewalk of Toland Street along the northern half of the building (from the Building A entrance to Kirkwood Street) would serve as wind mitigation measures,

based on the wind impact analysis conducted for the Project and described in the initial study (see draft EIR Appendix B, Initial Study, Section E.9, Wind); they would be approximately 25-foot-tall evergreen street trees with a 15-foot-diameter canopy.

The streetscape improvements to Toland Street would involve constructing a new 10-foot-wide sidewalk with street trees. An approximately 6-foot-wide, mid-block *bulb-out* with planters and street trees would be constructed along the main pedestrian entrance. This portion of the sidewalk would be 16 feet wide. The Project would provide an improved vehicular travel lane. In addition, two approximately 34-foot-wide driveways would be added along Toland Street to provide vehicular access onto the site. This portion of Toland Street would be resurfaced.

Along Kirkwood Avenue, a new 12-foot-wide sidewalk would be constructed, and street trees would be installed adjacent to the Project site. Each building would provide two 24-foot-wide curb cuts to access the PDR and/or maker space loading areas. The Project would provide an improved vehicular travel lane and a curb and gutter system on the northern side of Kirkwood Avenue. The full width of Kirkwood Avenue along the Project limits would be resurfaced.

Along Rankin Street, new 10-foot-wide sidewalks with street trees would be installed. An approximately 6-foot-wide, mid-block bulb-out with planters and street trees would be constructed along the main pedestrian entrance. This portion of sidewalk would be 16 feet wide. The Project would provide an improved vehicular travel lane and up to five striped parallel spaces. In addition, one approximately 34-foot-wide driveway and one approximately 50-foot-wide driveway would be added along Rankin Street to provide site access. This portion of Rankin Street would be resurfaced.

Along McKinnon Avenue, a new 12-foot-wide sidewalk would be constructed, and street trees would be installed adjacent to the Project site. Two approximately 6-foot-wide, mid-block bulb-outs with planters and street trees would be installed adjacent to each building's retail space. These two portions of the sidewalk would be 18 feet wide. Each building would provide a 40-foot-wide curb cut to provide site access. The Project would provide an improved vehicular travel lane, and the portions of McKinnon Avenue that extend from the centerline of the right-of-way and the site would be resurfaced.

e. Transportation Demand Management Plan.

The findings for San Francisco Planning Code Section 169 related to TDM plans state: "For Projects that use Development Agreements and may not be required to comply fully with the requirements of Section 169, it is the San Francisco Board of Supervisors' (Board of Supervisors') strong preference that Development Agreements should include similar provisions that meet the goals of the TDM Program." The Project Sponsor has committed to meet the goals of the TDM program by achieving a baseline required point target of 10 points per building, plus 6 points per building between 50-75% approved parking, and 12 points per building if a building exceeds 75% of its approved number of parking stalls (22 points total per building at project buildout). These commitments exceed the standard requirements pursuant to Planning Code Section 169 for a Project proposing PDR land uses.

Additional TDM requirements of the Project are specified in the Development Agreement, Exhibit J.

f. Construction Activities.

Construction would include demolition and site preparation, grading and ground improvements, building construction, building envelope and interior buildout, sitework, and startup and commissioning.

The Project's foundation design is expected to be concrete spread footings and/or grade beams on improved and engineered soil, with excavation for the foundations likely to extend 10 feet below existing grade. Typical foundation excavation is expected to extend to 7 feet below-grade, with elevator pits and utility trenching extending to 10 feet below existing grade.

Ground improvements, such as stone columns, drill displacement columns, geopiers, soil-cement mixing, or other similar methods, would provide vertical support through the existing soils to strengthen the undocumented fill that underlies the Project site. Using drill rigs, approximately 7,000 vibratory replacement stone columns or drill displacement columns would be extended 25 feet deep, and approximately 900 auger cast piles would be extended 60 feet deep to support the buildings on site. The Project would not require pile-driving activities. Approximately 140,600 cubic yards of soil would be excavated for the Project. Of this total, approximately 42,600 cubic yards would be improved and reused, and the remaining 98,000 cubic yards would be exported off site. Ground improvements, such as extended piles, stone columns, drill displacement columns, geopiers, soil-cement mixing, or other similar methods, would provide vertical support through the existing soils to strengthen the undocumented fill that underlies the Project site. The Project would import approximately 2,000 cubic yards of soil to the site. At least four underground storage tanks were historically present on the Project site along Selby Street, and one additional underground storage tank may have been present near the site's easternmost corner. Although the number of underground storage tanks present on site is not known, the Project sponsor will coordinate with the San Francisco Department of Public Health and comply with all permit requirements under the city's Hazardous Materials and Waste Program, which may result in the need for soil excavation and remediation activities. The total soil excavation volume (140,600 cubic yards) and the total volume of exported soil off site (98,000 cubic yards) included in the estimates above accounts for potential excavation, export, and remediation activities.

Because of the presence of shallow groundwater 3 to 6 feet below ground surface, temporary dewatering and shoring of utility trenches is anticipated to be required in some areas of the site.

g. Construction Schedule.

Construction is anticipated to occur over a total of approximately 31 months. The construction of each building would take approximately 27 months; however, the start of construction for Building A would be approximately 4 months before the start of construction for Building B, resulting in a total construction duration of approximately 31 months.

Construction work would typically occur five to six workdays per week for eight hours per day. Nighttime construction activities are anticipated to occur during specific phases of building construction—specifically, the building envelope and interior buildout phase, and the sitework phase. Nighttime construction activities, as defined by article 29 of the San Francisco Police Code, are construction activities occurring between 8 p.m. and 7 a.m. The Project Sponsor must obtain a permit from the San Francisco Public Works or the Department of Building Inspection (building department) to extend construction activities beyond the allowable construction hours (7 a.m. to 8 p.m.).

The total number of temporary/short-term workers during the approximate 31-month duration of

construction is anticipated to range from approximately 2,500 to 3,000.

3. Expanded Streetscape Variant

The Expanded Streetscape Variant is the project proposed for approval.

An Expanded Streetscape Variant was analyzed in the draft EIR in the event the identified improvements are carried out by the Project Sponsor or other parties in the future. The Expanded Streetscape Variant would include the same land uses and site plan as the Project, but would improve the remainder of adjacent public rights-of-way to Better Streets standards. The Expanded Streetscape Variant would include improvements from the center line of each adjacent street outward to the property line of the adjacent lots. These improvements would include new roadway surfaces, curb cuts, sidewalks, street trees, and other amenities.

Along Toland Street, between Kirkwood and McKinnon Avenues, the Expanded Streetscape Variant would include resurfacing the western (southbound) side of the street. It would include extending the existing 10-foot sidewalk and planting approximately 13 street trees from the Kirkwood intersection to the McKinnon intersection. New curb ramps would be provided at both sides of the Toland Place intersection. Curb ramps and crosswalks would be provided at the southern and western sides of the Toland Street and McKinnon Avenue intersection. Five curb cuts of varying widths (24 to 40 feet) would be provided to maintain existing building access points.

Along Kirkwood Avenue, between Toland and Rankin streets, the Expanded Streetscape Variant would include building a 12-foot sidewalk, and planting approximately 55 street trees on the northern side of the street.

Along Rankin Street, between Kirkwood and McKinnon avenues, the eastern (northbound) side of the street would be resurfaced. A 10-foot sidewalk with approximately 11 street trees and curb and gutter would connect the existing sidewalk at 901 Rankin Street to McKinnon Avenue. One approximately 30-foot-wide curb cut would be added to maintain existing access to the 1900 Newcomb Avenue site.

Along McKinnon Avenue, between Selby and Toland streets, the Expanded Streetscape Variant would include resurfacing the southern side of the street, installing a new curb and gutter, providing approximately 16 back-in diagonal parking spaces, and building a 12-foot sidewalk with approximately 17 street trees. Six approximately 24-foot-wide curb cuts would be added to maintain existing access to properties on the southern side of McKinnon Avenue. Curb ramps would be included on the southwestern and southeastern corners of the intersection with Selby Street. On McKinnon Avenue, between Selby and Rankin streets, the Expanded Streetscape Variant would include resurfacing the southern side of the street, installing a new curb and gutter, and building a 12-foot sidewalk with approximately 12 street trees. Eight curb cuts of varying widths (10 to 50 feet) would be added to maintain existing access to properties on the southern side of McKinnon Avenue.

The maximum depth of ground disturbance associated with the streetscape improvements would be no more than 3 feet. Less than 100,000 square feet of additional surface area would be disturbed as part of the Expanded Streetscape Variant.

For every environmental topic, the environmental impacts of the Expanded Streetscape Variant would be the same as those of the Project as defined in the EIR, and all mitigation measures that would be required

to reduce impacts associated with the Project would also be applicable to the Expanded Streetscape Variant. Accordingly, each of the findings set forth below applies to the Expanded Streetscape Variant in the same manner and to the same extent that it applies to the Project as it is defined in the EIR. As discussed above, the Expanded Streetscape Variant is the project proposed for approval, and all remaining references to the "Project" include the Expanded Streetscape Variant.

B. Project Objectives

The Project Sponsor, Prologis, L.P., would develop the Project. Its underlying objective is to develop a modern, flexible, and durable PDR facility for a diverse and evolving range of uses in a central urban environment. The Project's more specific objectives are to:

1. Advance progress toward the City's long-standing goals to preserve, upgrade, and expand PDR space, including those reflected in the General Plan, Bayview Hunters Point Area Plan, Five-Point Plan for PDR (2012), Make to Manufacture Advanced Manufacturing Playbook (2016), Proposition X (2016), and Economic Recovery Task Force Report (2020).

2. Replace functionally outdated PDR space on the Project site with first- and best-in-class facilities and replenish the supply of PDR space in the City that has been displaced by other development.

3. Redevelop underutilized property to make efficient use of existing utilities, circulation, and complementary uses in the surrounding PDR-2 Zoning District.

4. Use innovative design at a size and scale that accommodates a range of large and small PDR uses, and can adapt over time to different industries and market needs, including anticipated growing demand for parcel delivery and/or last-mile delivery services, in an economically feasible way.

5. Site PDR uses in a dense infill setting to create employment near housing and reduce vehicle miles traveled for potential distribution uses by locating such uses in San Francisco proximate to multiple freeways, rather than traditional suburban locations.

6. Provide a positive fiscal impact by creating jobs at a variety of experience levels, including career-building and advancement opportunities, enhancing property values, generating property taxes, and introducing workers that will support direct and indirect local business growth in the Bayview.

7. Boost resiliency in the local supply chain and disaster response capabilities by providing large-scale, adaptable facilities that can be rapidly mobilized in a central location.

8. Further progress toward local and state goals in transitioning toward carbon-efficient vehicle fleets, building construction, and operations as cost-effective technology becomes available.

9. Create a safe and compelling streetscape, consistent with Better Streets standards, with green infrastructure and active ground floors, accessible by multiple modes of transportation, including bicycles and pedestrians.

C. Environmental Review

The environmental review for the Project is described in Planning Commission Motion No. _____, to

which this Attachment A is attached.

D. Approval Actions.

The Project requires the following approvals:

1. San Francisco Planning Commission Approvals.

- Recommendation to the Board of Supervisors to approve the Planning Code Text and Zoning Map Amendments for height district reclassification and to adopt a new Special Use District.
- Approval of a Conditional Use Authorization in accordance with Planning Code Sections 303 and 304 for a Planned Unit Development (PUD).
- Recommendation to the Board of Supervisors to approve a Development Agreement.
- Adoption of the proposed Design Standards and Guidelines document.
- Adoption of findings under the California Environmental Quality Act.

2. San Francisco Board of Supervisors Actions.

- Approval of Planning Code Text and Zoning Map Amendments for height district reclassification and to adopt a new Special Use District.
- Approval of the Development Agreement.

3. San Francisco Department of Building Inspection.

- Approval of demolition, grading, and building permits for the demolition of the existing buildings, and construction of the new building.
- Approval of night noise permit for work performed outside the normal 7 a.m. to 8 p.m. construction hours.

4. San Francisco Department of Public Works Actions.

- Approval of a permit to remove and replace street trees adjacent to the Project site, and a partial waiver from Public Works Code section 806(d) to provide fewer street trees than required.
- Approval of Street Improvement Permits for streetscape improvements.
- Approval of one or more encroachment permits and/or overwide driveway permits.
- Approval of night noise permit for work performed outside the normal 7 a.m. to 8 p.m. construction hours.

5. San Francisco Municipal Transportation Agency Actions.

- Approval of temporary use permits during construction.
- Approval of permanent curb modifications, and modifications to the roadway directions and lane configurations on the streets surrounding the Project site.

6. San Francisco Department of the Environment Actions.

- Approval of a Demolition Debris Recovery Plan.

7. San Francisco Public Utilities Commission Actions.

- Approval of any changes to sewer laterals.
- Approval of a modified Stormwater Control Plan.
- Approval of an erosion sediment control plan before the start of construction, compliance with post-construction stormwater design guidelines, including a stormwater control plan, new curb and gutter system, cistern design, and groundwater dewatering wells per San Francisco Health Code article 12B (joint approval with the San Francisco Department of Public Health).

8. San Francisco Department of Public Health Actions.

- If applicable, approval of a hazardous materials release plan and inventory program pursuant to San Francisco Health Code articles 21 and 21A.
- Approval of a dust control plan pursuant to San Francisco Building Code section 106 and San Francisco Health Code article 22B.
- Approval of a site mitigation plan and soil mitigation plan in compliance with San Francisco Health Code article 22A (the Maher Ordinance).
- Review and approval of groundwater dewatering wells (joint approval with the San Francisco Public Utilities Commission [SFPUC]).

9. Actions By Other Agencies.

a. Bay Area Air Quality Management District Actions.

- Issuance of permits for the installation and operation of emergency generators.
- Approval that the Project complies with the air board's asbestos airborne toxic control measure related to naturally occurring asbestos (if applicable, the preparation and approval of an asbestos dust mitigation plan may be required).
- Certification to the building department that all asbestos-containing building materials have been removed and properly disposed in accordance with the law before demolition of the existing buildings.

- Approval of permits for installation, operation, and testing of individual air pollution sources associated with tenant-specific activities, as required by air district rules and regulations.

b. Caltrans Actions.

- Coordination, review, and issuance of a Caltrans standard encroachment permit.

E. Findings about Environmental Impacts and Mitigation Measures.

The following Sections II, III and IV set forth the findings about the determinations of the Final EIR regarding significant environmental impacts and the mitigation measures proposed to address them. These findings provide written analysis and conclusions regarding the environmental impacts of the Project, and the mitigation measures included as part of the Final EIR and adopted as part of the Project.

In making these findings, the opinions of the Planning Department and other City staff and experts, other agencies and members of the public have been considered. These findings recognize that the determination of significance thresholds is a judgment within the discretion of the City and County of San Francisco; the significance thresholds used in the Final EIR are supported by substantial evidence in the record, including the expert opinion of the Final EIR preparers and City staff; and the significance thresholds used in the Final EIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project.

These findings do not attempt to describe the full analysis of each environmental impact contained in the Final EIR. Instead, a full explanation of these environmental findings and conclusions can be found in the Final EIR and these findings hereby incorporate by reference the discussion and analysis in the Final EIR supporting the determination regarding the Project impacts and mitigation measures designed to address those impacts. In making these findings, the determinations and conclusions of the Final EIR relating to environmental impacts and mitigation measures, are hereby ratified, adopted and incorporated in these findings, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

As set forth below, the mitigation measures set forth in the Final EIR and the attached MMRP are hereby adopted and incorporated, to substantially lessen or avoid the potentially significant impacts of the Project as indicated. Accordingly, in the event a mitigation measure recommended in the Final EIR has inadvertently been omitted in these findings or the MMRP, such mitigation measure is nevertheless hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in these findings or the MMRP fails to accurately reflect the mitigation measure in the Final EIR due to a clerical error, the language of the mitigation measure as set forth in the Final EIR shall control. The impact numbers and mitigation measure numbers used in these findings reflect the numbers contained in the Final EIR.

These findings are based upon substantial evidence in the entire record before the Planning Commission. The references set forth in these findings to certain pages or sections of the EIR or responses to comments in the Final EIR are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings.

II. IMPACTS OF THE PROJECT FOUND TO BE LESS THAN SIGNIFICANT AND THUS NOT REQUIRING MITIGATION

Under CEQA, no mitigation measures are required for impacts that are less than significant (Pub. Res. Code § 21002; CEQA Guidelines §§ 15126.4, subd. (a)(3), 15091). As more fully described in the Final EIR and the Initial Study, and based on the evidence in the whole record of this proceeding, , the Planning Commission finds that implementation of the Project would not result in any significant impacts in the following areas and that these impact areas therefore do not require mitigation:

Land Use and Planning

- **Impact LU-1:** The Project would not physically divide an established community. (Initial Study, pp. 56-57)
- **Impact LU-2:** The Project would not cause a significant physical environmental impact due to a conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. (Initial Study, pp. 57-58)
- **Impact C-LU-1:** The Project, in combination with cumulative projects, would not result in a significant cumulative impact related to land use and planning. (Initial Study, pp. 58-59)

Population and Housing

- **Impact PH-1:** The Project would not induce substantial unplanned population growth beyond that projected by regional forecasts, either directly or indirectly. (Initial Study, pp. 60-63)
- **Impact C-PH-1:** The Project, in combination with cumulative projects, would not result in a significant cumulative impact related to population and housing. (Initial Study, p. 63)
- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** Because there are no residences on the project site, the Project would not displace substantial numbers of existing people or housing that would necessitate the construction of replacement housing elsewhere. (Initial Study, p. 60)

Cultural Resources

- **Impact CR-1:** The Project would not cause a substantial adverse change in the significance of a historical resource as defined in section 15064.5, including those resources listed in article 10 or article 11 of the planning code. (Initial Study, pp. 64-66)
- **Impact C-CR-1:** The Project would have no cumulative impact on historical resources of the built environment (Initial Study, p. 76)

Transportation and Circulation

- **Impact TR-1**: Construction of the Project would require a substantially extended duration or intense activity due to construction, but the secondary effects of that construction would not create potentially hazardous conditions for people walking, bicycling, or driving, or public transit

operations, or interfere with emergency access or accessibility for people walking or bicycling, or substantially delay public transit. (Draft EIR, pp. 3.B-42 – 3.B-45)

- **Impact TR-2:** Operation of the Project would not create potentially hazardous conditions for people walking, bicycling, or driving, or public transit operations. (Draft EIR, pp. 3.B-46 – 3.B-49)
- **Impact TR-3:** Operation of the Project would not interfere with accessibility of people walking or bicycling to and from the Project site and adjoining areas, or result in inadequate emergency access. (Draft EIR, pp. 3.B-49 – 3.B-50)
- **Impact TR-4:** Operation of the Project would not substantially delay public transit. (Draft EIR, pp.3.B-50 – 3.B-53)
- **Impact TR-5:** Operation of the Project would not cause substantial additional VMT or substantially induce automobile travel. (Draft EIR, pp. 3.B-53 – 3.B-57)
- **Impact TR-6:** Operation of the Project would not result in a loading deficit. (Draft EIR, pp. 3.B-57 – 3.B-59)
- **Impact C-TR-1:** The Project, in combination with cumulative Projects, would not result in significant construction-related transportation impacts. (Draft EIR, pp. 3.B-59 – 3.B-60)
- **Impact C-TR-2:** The Project, in combination with cumulative Projects, would not create potentially hazardous conditions. (Draft EIR, pp. 3.B-60 – 3.B-61)
- **Impact C-TR-3:** The Project, in combination with cumulative Projects, would not interfere with accessibility. (Draft EIR, pp. 3.B-61 – 3.B-62)
- **Impact C-TR-4:** The Project, in combination with cumulative Projects, would not substantially delay public transit. (Draft EIR, pp. 3.B-62 – 3.B-63)
- **Impact C-TR-5:** The Project, in combination with cumulative Projects, would not cause substantial additional VMT or substantially induce automobile travel. (Draft EIR, p. 3.B-63)
- **Impact C-TR-6:** The Project, in combination with cumulative Projects, would not result in significant cumulative loading impacts. (Draft EIR, p. 3.B-64)

Noise

- **Impact NO-1:** Construction of the Project would not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project area in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. (Draft EIR, pp. 3.C-26 – 3.C-31)
- **Impact NO-2:** Construction of the Project would not generate excessive groundborne vibration or groundborne noise levels. (Draft EIR, pp. 3.C-31 – 3.C-32)
- **Impact C-NO-1:** Construction of the Project, in combination with construction of cumulative

projects, would not result in the generation of a substantial temporary or permanent increase in ambient noise levels in excess of standards. (Draft EIR, pp. 3.C-48 – 3.C-49)

- **Impact C-NO-2:** Construction of the Project, in combination with construction of cumulative projects, would not result in the generation of excessive groundborne vibration or groundborne noise levels. (Draft EIR, p. 3.C-49)

- **Impact C-NO-3:** Operation of the Project, in combination with cumulative projects, would not result in the generation of a substantial temporary or permanent increase in ambient noise levels in excess of standards. (Draft EIR, pp. 3.C-49 – 3.C-50)

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** The Project would not expose people residing or working in the area to excessive noise levels related to private airstrips or public or public use airports in the Project vicinity. (Initial Study, p. 83)

Air Quality

- **Impact AQ-2:** Construction of the Project would not result in a cumulatively considerable net increase in a criteria air pollutant for which the project region is in nonattainment status under an applicable federal, state, or regional ambient air quality standard. (Draft EIR, pp. 3.D-38 – 3.D-41)

- **Impact AQ-4:** The Project would not result in emissions of fine particulate matter ($PM_{2.5}$) and toxic air contaminants (TACs) that would expose sensitive receptors to substantial pollutant concentrations. (Draft EIR, pp. 3.D-60 – 3.D-70)

- **Impact AQ-5:** The Project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people. (Draft EIR, pp. 3.D-70 – 3.D-71)

- **Impact C-AQ-1:** The Project, in combination with existing conditions and cumulative projects, would result in a significant cumulative health risk impact. The Project's contribution would be less than cumulatively considerable. (Draft EIR, pp. 3.D-71 – 3.D-77)

- **Impact C-AQ-2:** The Project, in combination with cumulative projects, would not combine with other sources of emissions, such as those leading to odors, that would adversely affect a substantial number of people. (Draft EIR, p. 3.D-78)

Greenhouse Gas Emissions

- **Impact C-GG-1:** The Project would generate greenhouse gas emissions, but not at levels that would result in a significant impact on the environment or conflict with any policy, plan, or regulation adopted for the purpose of reducing greenhouse gas emissions. (Initial Study, pp. 97-101)

Shadow

- **Impact SH-1:** The Project would not create new shadow in a manner that substantially and adversely affects the use and enjoyment of publicly accessible open spaces. (Initial Study, pp.

114-115)

- **Impact C-SH-1:** The Project, in combination with cumulative projects in the project site vicinity, would result in less-than-significant cumulative shadow impacts. (Initial Study, pp. 115-116)

Recreation

- **Impact RE-1:** The Project would not increase the use of existing parks and recreational facilities such that substantial physical deterioration of the facilities would occur or be accelerated. (Initial Study, pp. 117-119)

- **Impact RE-2:** The Project would not include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment. (Initial Study, p. 119)

- **Impact C-RE-1:** The Project, in combination with cumulative projects in the vicinity of the project site, would result in less-than-significant cumulative impacts related to recreation. (Initial Study, pp. 119-120)

Utilities and Service Systems

- **Impact UT-1:** The Project would not require or result in the relocation or construction of new or expanded water, wastewater treatment, or stormwater drainage, electric power, natural gas, or telecommunications facilities that could result in environmental effects beyond those evaluated throughout the initial study. (Initial Study, pp. 121-122)

- **Impact UT-2:** The Project would not exceed the capacity of the Southeast Treatment Plant and would not require the construction of new or expansion of existing wastewater and stormwater treatment facilities. (Initial Study, pp. 122-124)

- **Impact UT-3:** SFPUC has sufficient water supply available to serve the Project and future development during normal, dry, and multiple dry years. (Initial Study, pp. 124-137)

- **Impact UT-4:** The Project would not generate solid waste in excess of state or local standards, or in excess of capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals, and would comply with applicable waste management and reduction statutes and regulations related to solid waste. (Initial Study, pp. 138-141)

- **Impact C-UT-1:** The Project, in combination with cumulative projects, would result in less-than-significant cumulative impacts on utilities and service systems. (Initial Study, pp. 141-142)

Public Services

- **Impact PS-1:** The Project would not result in an increase in demand for police protection, fire protection, schools, or other services to an extent that would require new or physically altered fire, police, school, or other public facilities, the construction of which could result in significant environmental impacts. (Initial Study, pp. 143-147)

- **Impact C-PS-1:** The Project would have a less-than-significant cumulative impact on public services. (Initial Study, p. 147)

Biological Resources

- **Impact BI-1:** The Project would not have a substantial adverse effect, either directly or indirectly through habitat modifications, on species or their habitat identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. (Initial Study, pp. 149-150)

- **Impact BI-2:** The Project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. (Initial Study, pp. 150-151)

- **Impact BI-3:** The Project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. (Initial Study, pp. 151-152)

- **Impact C-BI-1:** The Project in combination with cumulative Projects would not result in cumulative impacts to biological resources. (Initial Study, pp. 152-153)

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** The Project would not affect any riparian habitat or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. The Project would not conflict with any adopted habitat conservation plan, natural community conservation plan, or other approved local, regional, or state habitat conservation plan. (Initial Study, pp. 148-149)

Geology and Soils

- **Impact GE-1:** The Project would not directly or indirectly cause potential adverse effects related to the rupture of a known earthquake fault, strong seismic ground shaking, and seismic-related ground failure, including liquefaction, or landslides. (Initial Study, pp. 162-164)

- **Impact GE-2:** Construction and operation of the Project would not result in substantial erosion or loss of topsoil. (Initial Study, pp. 164-165)

- **Impact GE-3:** The Project site is not located on a geologic unit or soil that is unstable, or that could become unstable as a result of the Project. (Initial Study, pp. 165-166)

- **Impact GE-4:** The Project would not create substantial direct or indirect risk to life or property as a result of being located on expansive soils. (Initial Study, pp. 166-167)

- **Impact C-GE-1:** The Project, in combination with cumulative projects in the project site vicinity, would have less-than-significant cumulative impacts related to geology, soils, and seismicity. (Initial Study, pp. 169-170)

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** The Project would have no impacts related to soils incapable of adequately supporting the use of septic tanks or

alternative wastewater disposal systems, and would not destroy a unique geologic feature. (Initial Study, pp. 154-155)

Hydrology and Water Quality

- **Impact HY-1:** The Project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality, create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, or conflict with or obstruct implementation of a water quality control plan. (Initial Study, pp. 172-176)

- **Impact HY-2:** The Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin or conflict with or obstruct implementation of a sustainable groundwater management plan. (Initial Study, pp. 176-177)

- **Impact HY-3:** The Project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner that would result in substantial erosion or siltation onsite or offsite; substantially increase the rate or amount of surface runoff in a manner that would result in flooding onsite or offsite; or impede or redirect flood flows. (Initial Study, pp. 177-178)

- **Impact C-HY-1:** The Project, in combination with cumulative Projects, would not result in cumulative impacts related to hydrology and water quality. (Initial Study, pp. 178-179)

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** The Project would not result in a risk of release of pollutants due to Project inundation from flood hazard, tsunami, or seiche. (Initial Study, pp. 171-172)

Hazards and Hazardous Materials

- **Impact HZ-1:** The Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials or create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. (Initial Study, pp. 188-192)

- **Impact HZ-2:** The Project would not impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan. (Initial Study, pp. 193-194)

- **Impact C-HZ-1:** The Project, in combination with cumulative projects, would not result in cumulative impacts related to hazards and hazardous materials. (Initial Study, p. 194)

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** The Project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school; result in a safety hazard or excessive noise for people residing or working in the Project area due to the Project site's location within an airport land use plan or within 2 miles of a public airport or public use airport; or expose

people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. (Initial Study, p. 180)

Mineral Resources

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** The project would not result in the loss of availability of a known mineral resource that would be of value to the region and residents of the state and would not result in the loss of a locally important mineral resources recovery site delineated on a local general plan, specific plan or other land use plan, either individually or cumulatively. (Initial Study, p. 195)

Energy Resources

- **Impact EN-1:** The Project would not result in a significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation; nor would it conflict with or obstruct a state or local plan for renewable energy or energy efficiency. (Initial Study, pp. 196-200)

- **Impact C-EN-1:** The Project, in combination with cumulative Projects, would not result in a significant cumulative impact related to energy resources. (Initial Study, pp. 200-201)

Agriculture and Forest Resources

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** No land in San Francisco has been designated as agricultural land or forest land, and therefore there would be no impacts to agricultural or forest resources. (Initial Study, pp. 202-203)

Wildfire

- **Impacts Determined in the Initial Study to Be Inapplicable to the Project:** The city does not have any state responsibility areas for fire prevention or lands that have been classified as very high fire hazard severity zones. Therefore, this topic is not applicable to the Project . (Initial Study, p. 204)

III. FINDINGS OF POTENTIALLY SIGNIFICANT IMPACTS THAT CAN BE AVOIDED OR REDUCED TO A LESS-THAN-SIGNIFICANT LEVEL THROUGH MITIGATION MEASURES

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a Project's identified significant impacts or potential significant impacts if such measures are feasible (unless mitigation to such levels is achieved through adoption of a Project alternative). The findings in this Section III concern mitigation measures set forth in the Final EIR. These findings discuss mitigation measures as identified in the Final EIR for the Project. The full text of the mitigation measures is contained in the Final EIR and in **Attachment B**, the Mitigation Monitoring and Reporting Program. The impacts identified in this Section III would be reduced to a less-than-significant level through implementation of the mitigation measures contained in the Final EIR, included in the Project, or imposed as conditions of approval and set forth in **Attachment B.**

The project sponsor has agreed to implement the following mitigation measures to address potential

cultural resource impacts, tribal cultural resource impacts, operational noise impacts, conflicts with the Clean Air Plan, operational air quality impacts (NO_x), project-level and cumulative wind hazard impacts, and paleontological impacts identified in the EIR and the Initial Study. As authorized by CEQA section 21081 and CEQA Guidelines sections 15091, 15092, and 15093, based on substantial evidence in the whole record of this proceeding, the Planning Commission finds that, unless otherwise stated, the Project will be required to incorporate mitigation measures identified in the EIR into the Project to mitigate or avoid significant or potentially significant environmental impacts. These mitigation measures will reduce or avoid the potentially significant impacts described in the EIR, and the Planning Commission finds that these mitigation measures are feasible to implement and are within the responsibility and jurisdiction of the city to implement or enforce. In addition, the required mitigation measures are fully enforceable and will be included as conditions of approval for project approvals under the Project, as applicable, and also will be enforced through conditions of approval in building permits issued for the Project by the San Francisco Department of Building Inspection, as applicable. With the required mitigation measures, these Project impacts would be avoided or reduced to a less-than-significant level.

The Commission recognizes that some of the mitigation measures are partially within the jurisdiction of other agencies. The Commission urges these agencies to assist in implementing these mitigation measures, and finds that these agencies can and should participate in implementing these mitigation measures.

Cultural Resources

Impact CR-2: The Project could cause a substantial adverse change in the significance of an archeological resource pursuant to section 15064.5. (Initial Study, pp. 66-75)

The Project site is highly sensitive for near-surface prehistoric resources (that is, on the land surface below any imported fill, as it existed prior to development); moderately sensitive for buried prehistoric resources; and, variably, of very high to very low sensitivity for submerged prehistoric resources. Based on the depth of artificial fill, which geotechnical coring suggests is 14 feet or deeper over most of the Project site, the potential for effects to prehistoric resources from Project grading and excavation may be low, but the potential for impacts to prehistoric resources from pile installation and soil improvements is high to very high. Although the closest known prehistoric resource is more than 600 feet distant from the Project site, the Project location is a former bank on an infilled portion of Islais Creek and its estuary; this area would have been highly attractive for prehistoric occupation, except where the main stem of Islais Creek ran across the Project site prior to infill. Archeological resources are not anticipated on the modern surface, because the Project site sits on land reclaimed from bay marshes with imported fill. However, prehistoric resources that lay at the historic surface and along the shores of the marsh lands could be encountered during Project excavations.

The Project's foundation design would involve concrete spread footings and/or grade beams set on improved and engineered soil, with excavation for the foundations likely to extend 10 feet below existing grade. Typical foundation excavation is expected to extend to 7 feet below grade, with elevator pits and utility trenching extending to 10 feet below existing grade. Although these disturbances are not deep enough to potentially impact deeply buried archeological deposits, they could affect resources buried at shallower depths, depending on the exact depth of twentieth century fill. In addition, it is anticipated that pile foundations would be necessary to support the buildings. Approximately 7,000 25-foot-deep stone columns and approximately 900 60-foot-deep auger-cast piles would be used for the entire site. Each of

these auger cast piles would be extended approximately 60 feet below ground surface, and they would be of sufficient depth to potentially impact deeply buried or submerged prehistoric archeological resources. These proposed ground-disturbing construction activities have the potential to alter in an adverse manner the physical characteristics of archeological resources. Therefore, Project implementation could result in a substantial adverse change in the significance of an archeological resource pursuant to CEQA guidelines section 15064.5, resulting in a significant impact unless mitigated.

Mitigation

Mitigation Measure M-CR-2: Archeological Testing

To reduce potentially significant impacts on prehistoric archaeological resources, Mitigation Measure M-CR-2 would require the project sponsor to retain the services of an archaeologist from the planning department's qualified archaeological consultants list to develop and implement an archaeological testing program.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-CR-2 would reduce Impact CR-2 to a less-than-significant level for the Project.

Impact CR-3: The Project could disturb human remains, including those interred outside of formal cemeteries. (Initial Study, pp. 75-76)

No known human burials have been identified in the study area. However, the possibility cannot be discounted that human remains could be inadvertently disturbed during Project excavations and pile extension activities in the Project site, given the elevated sensitivity for the area to contain near-surface and deeply buried and submerged prehistoric resources. Therefore, Project implementation could result in impacts on previously undiscovered human remains, including those interred outside of formal cemeteries, during ground-disturbing activities. If human remains are discovered during construction, this would be considered a significant impact without mitigation.

Mitigation

Mitigation Measure M-CR-2: Archeological Testing

To reduce potentially significant impacts on human remains, Mitigation Measure M-CR-2 would ensure that the treatment of human remains and of associated or unassociated funerary objects discovered during any soil-disturbing activity complies with applicable state and federal laws.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-CR-2 would reduce Impact CR-3 to a less-than-significant level for the Project .

Impact C-CR-1: The Project , in combination with cumulative Projects, could result in cumulative cultural resource impacts. (Initial Study, pp. 76-77)

Implementation of the Project has the potential to result in significant impacts to as-yet undiscovered buried archeological resources and to human remains, although no archeological resources or human remains are known to be present at the Project site. The immediate Project vicinity is similarly moderately to very highly sensitive for the presence of buried prehistoric archeological resources and

human remains: although there are no known resources in the immediate vicinity, there is a known prehistoric site approximately 600 feet away. If a resource were found to be present at the Project site, it is possible that its extent could include the adjacent Project site, which is where the SF Market Project is proposed. The SF Market Project involves excavation for all Project phases. In the event that both Projects impact an archaeological resource during construction, a significant cumulative impact to the resource could occur. Under these circumstances, the Project and the SF Market could result in significant cumulative impacts on archaeological resources or human remains, and the Project's impact could be cumulatively considerable.

Mitigation

Mitigation Measure M-CR-2: Archeological Testing

Compliance with the procedures identified in Mitigation Measure M-CR-2 would ensure that in the event archaeological resources or human remains are discovered on the project site, the important information they represent would be preserved and interpreted to the public. This would ensure that the project's contribution to a significant cumulative archeological and human remains impact would not be cumulatively considerable.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-CR-2 would reduce Impact C-CR-1 to a less-than-significant level for the Project.

Tribal Cultural Resources

Impact TCR-1: The Project could result in a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code section 21074. (Initial Study, pp. 78-80)

Pursuant to Assembly Bill (AB) 52 (Public Resources Code section 21080.3.1(d)), on October 17, 2019, the Planning Department contacted Native American individuals and organizations for the San Francisco area, providing a description of the Project and requesting comments on the identification, presence, and significance of tribal cultural resources in the Project vicinity. During the 30-day comment period, no Native American tribal representatives contacted the Planning Department to request consultation. There is a moderate to high potential that prehistoric archeological resources may be present, buried below the surface of the Project site. Based on prior Native American consultation under AB 52, all archeological sites of Native American origin in San Francisco, including all prehistoric archeological sites, are considered to be potential tribal cultural resources. If tribal cultural resources are disturbed during Project implementation (i.e., through Project excavations or pile extension), this would be considered a significant impact without mitigation.

Mitigation

Mitigation Measure M-CR-2: Archeological Testing

Mitigation Measure M-TCR-1: Tribal Cultural Resources Interpretive Program

Mitigation Measure M-CR-2 would ensure that archaeological resources that may be present in soils that would be disturbed by project construction would be identified and assessed. In the event that archaeological resources are found, they would be assessed to determine whether they constitute

significant tribal cultural resources, and preserved or recovered as appropriate, in accordance with Mitigation Measure M-TCR-1.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-CR-2 and M-TCR-1 would reduce Impact TCR-1 to a less-than-significant level for the Project.

Impact C-TCR-1: The Project , in combination with cumulative Projects, could result in cumulative cultural resource impacts. (Initial Study, pp. 80-81)

As presented under Impact TCR-1, implementation of the Project has the potential to result in significant impacts to buried archeological resources, because this area of San Francisco is considered moderately to highly sensitive for the presence of buried prehistoric archeological resources. Such prehistoric archeological resources could also be tribal cultural resources, as explained above. Although no such resources are known at the Project site and the closest known site is about 400 feet distant, construction activities at Project sites in the immediate vicinity, such as the SF Market project, would have a similar potential to that of the Project to result in significant impacts to buried prehistoric archeological resources that also may be tribal cultural resources. In this situation, a significant cumulative impact could occur. In the event of the discovery during construction of an archaeological resource that is determined to be a tribal cultural resource, the Project's contribution to the cumulative impact would be cumulatively considerable without mitigation.

Mitigation

Mitigation Measure M-CR-2: Archeological Testing

Mitigation Measure M-TCR-1: Tribal Cultural Resources Interpretive Program

Compliance with the procedures identified in Mitigation Measures M-CR-2 and M-TCR-1 would ensure that, if significant tribal cultural resources are discovered, the important values and information represented by these resources would be preserved and/or interpreted to the public in consultation with the affiliated Native American tribal representatives. This would ensure that the project's contribution to a significant cumulative impact on tribal cultural resources would not be cumulatively considerable.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-CR-2 and M-TCR-1 would reduce Impact C-TCR-1 to a less-than-significant level for the Project .

Noise

Impact NO-3: Operation of the Project would result in the generation of a substantial temporary or permanent increase in ambient noise levels in the Project area in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. (Draft EIR, pp. 3.C-33 - 3.C-48)

The area surrounding the Project site to the southeast and east (made up of warehouse, storage, distribution, and SFPUC land uses), would experience the largest traffic noise increase from the Project of 2 dBA. Except in carefully controlled laboratory experiments, a change of only 1 dBA in sound level cannot generally be perceived by the human ear. Outside of the laboratory, a 3 dBA change is considered a barely perceptible difference. Therefore, traffic noise generated by the Project would not result in a substantial

permanent increase in ambient noise levels. Traffic noise impacts resulting from operation of the Project would be less than significant.

Fixed-source noise associated with typical Project operations would include the HVAC systems and testing of the emergency power generator systems. The Project would install two emergency generator units to prevent operational restrictions during periods of grid failure. Each building would be outfitted with a single 440 horsepower (hp) 400 kilovolt ampere (kVA) generator. The noise analysis assumed that these units would be at ground level along the northeastern perimeter of the Project site along Kirkwood Avenue, with an exhaust stack height of 12 feet. The reference noise source level input into the model for each unit was 70 dBA at 23 feet. This level is representative of the 75 percent load reference sound level of a slightly larger, 500 kVA emergency generator. Based on recommendations from the public health department, the analysis evaluates whether the Project's emergency generators would exceed 75 dBA at the property plane or the fixed residential interior noise limits provided in section 2909(d) of the noise ordinance (interior noise limits of 55 dBA between the hours of 7 a.m. and 10 p.m. and 45 dBA between the hours of 10 p.m. and 7 a.m. at any receptor land use with a dwelling unit). Additionally, testing of emergency generators would occur between the hours of 7 a.m. and 8 p.m. The maximum predicted noise level generated from emergency generator testing and emergency operation at the northeastern property plane was 68 dBA. Therefore, the property plane noise levels from temporary emergency generator testing would be less than significant.

Because specific designs for the HVAC systems have not been prepared and a conservative assessment for CEQA review is appropriate to evaluate a worst-case operational scenario, the fixed-source operational noise analysis assumed an event during which carbon dioxide detection systems on all three Project logistics yard levels would reach ventilation system activation levels. This scenario would result in full-power, simultaneous operation of logistics yard ventilation units throughout both Project buildings. Considering rooftop ventilation unit operation, this worst-case scenario would generate a combined ventilation flow rate of more than 1 million cubic feet per minute.

Project predicted fixed-source noise levels would range from 30 to 37 dBA at the interior locations of the nearest residential structures. These values would not exceed the article 29 (Section 2909[d]) interior noise level limit of 55 dBA Leq during the daytime or 45 dBA Leq during the nighttime. However, predicted fixed-source noise levels due to Project operations would exceed the article 29 property plane noise limit (8 dBA above ambient) at all Project property boundaries by 2 to 16 dBA. Noise expected to be generated by the logistics yard ventilation system is the primary cause of predicted exceedance of the article 29 requirements at elevations below the Project buildings' rooftop heights because they exhaust outward from the building façades.

Without implementation of noise control measures, the Project's fixed-noise sources would result in exceedances of section 2909(b) requirements. Furthermore, as noted in the above description of the Project, the specific tenants that would occupy the building are unknown, and the building is designed to accommodate an assortment of PDR tenants that would change over time in response to economic and technological conditions. Individual tenants may have additional HVAC needs, which are currently unknown. Therefore, it is also possible for individual tenant HVAC systems to exceed the requirements in the noise ordinance. Exceedances of the limits in the noise ordinance would be a significant impact of the Project without mitigation.

Mitigation

Mitigation Measure M-NO-3a: Fixed-Mechanical Equipment Noise Attenuation for Buildings A and B

Mitigation Measure M-NO-3b: Fixed-Source Noise Attenuation for Building Tenants

To achieve compliance with the article 29 requirements and lessen noise from proposed project fixed-source mechanical equipment, Mitigation Measures M-NO-3a and M-NO-3b identify several feasible options to achieve the required noise reduction from the onsite mechanical equipment. The noise-reduction measures identified in Mitigation Measure M-NO-3a would reduce noise levels at the property plane by up to 18 dBA and therefore meet the property plane noise limits of article 29, section 2909(b). Additionally, Mitigation Measure M-NO-3b would ensure that all additional noise-generating equipment required by proposed project tenants would meet the requirements of article 29, sections 2909(b) and 2909(d).

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-NO-3a and MM-NO-3b would reduce Impact NO-3 to a less-than-significant level for the Project .

Air Quality

Impact AQ-1: The Project could conflict with or obstruct implementation of the 2017 Clean Air Plan. (Draft EIR, pp. 3.D-34 – 3.D-37)

The Project is a clean construction Priority Project pursuant to Planning Director Bulletin No. 2, thereby incorporating, at a minimum, equipment that meets Tier 4 interim emissions standards for all equipment greater than 25 hp, which would minimize construction-related exhaust emissions. Furthermore, construction equipment with engines greater than 25 hp would be required to be rated Tier 4 Final, and construction equipment that is readily available as plug-in or battery-electric equipment shall be used instead of diesel-powered equipment during construction, in accordance with Mitigation Measure M-AQ-3h. These measures would be consistent with the 2017 Clean Air Plan's MSM-C1, "Construction and Farming Equipment," which encourages the use of various strategies, such as the use of renewable electricity and fuels, to reduce emissions from construction and farming equipment.

The Project would align with the 2017 Clean Air Plan's Energy and Buildings Measures through implementation of existing city policies and additional design features aimed at improving energy efficiency and reducing reliance on nonrenewable energy resources, including elimination of onsite natural gas infrastructure and incorporation of onsite solar power generation. The Project would install a rooftop photovoltaic solar system for onsite electricity generation and would eliminate onsite natural gas infrastructure. The Project would be subject to the provisions of the San Francisco Green Building Code, and therefore would comply with some of the most stringent building energy-related requirements in the country.

The Project would be consistent with numerous control measures of the 2017 Bay Area Clean Air Plan, which demonstrates how the region will improve ambient air quality and achieve the state and federal ambient air quality standards. However, the Project would result in unmitigated operational NO_X emissions that would exceed the thresholds of significance that were established by the air district (discussed further under Impact AQ-3). Because NO_X (an ozone precursor) emissions thresholds would be exceeded on an ongoing basis during Project operations and because the region is in nonattainment for

ozone, the Project would not support one of the Clean Air Plan's primary goals—to reduce regional criteria air pollutant emissions. Therefore, the Project could conflict with the Clean Air Plan, and this impact would be significant without mitigation.

Mitigation

Mitigation Measure M-AQ-3a: Electrification of Yard Equipment

Mitigation Measure M-AQ-3b: Electrification of Transportation Refrigeration Units

Mitigation Measure M-AQ-3c: Prohibition of Truck and Van Idling for More than Two Minutes

Mitigation Measure M-AQ-3d: Limitation on Model Year of Visiting Trucks

Mitigation Measure M-AQ-3e: Diesel Backup Generator Specifications

Mitigation Measure M-AQ-3f: Limitation on Manufacturing and Maker Space Emissions

Mitigation Measure M-AQ-3g: Compliance with CalGreen Tier 2 Green Building Standards

Mitigation Measure M-AQ-3h: Requirements for Off-Road Construction Equipment

Mitigation Measure M-AQ-3i: Development and Implementation of Operational Emission Management Plan

Mitigation Measure M-AQ-3h entails implementing additional emissions reduction commitments for the proposed project to minimize construction-related emissions. In addition, as detailed in the discussion of Impact AQ-3, implementation of Mitigation Measures M-AQ-3a through M-AQ-3g and M-AQ-3i would reduce operational NO_X emissions to a level that would not exceed the thresholds of significance for NO_X.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-AQ-3a through M-AQ-3i would reduce impact AQ-1 to a less-than-significant level for the Project .

Impact AQ-3: The Project would result in a cumulatively considerable net increase in a criteria air pollutant for which the Project region is in nonattainment status under an applicable federal, state, or regional ambient air quality standard. (Draft EIR, pp. 3.D-41 – 3.D-60)

For Project operational emissions at build out (assumed in the analysis to occur as early as 2025), the net increase in emissions of ROG, $PM_{2.5}$, and PM_{10} would not exceed their respective daily or annual significance thresholds. However, the net increase in daily and annual operational emissions of NO_X would exceed the significance thresholds for this criteria air pollutant. Therefore, the Project would result in a cumulatively considerable net increase in NO_X, for which the Project region is in nonattainment status under an applicable federal, state, or regional ambient air quality standard. This impact would be significant without mitigation.

Over time, it is anticipated that certain emissions control technologies will advance, and air pollutant regulations will become more stringent, resulting in a reduction in long-term operational emissions with no change in operational activity with the Project. Without incorporation of mitigation measures, the Project's operational emissions would attenuate over time with fleet turnover and changes in regulations

and technology that would reduce emissions. Although the NO_X emissions would still exceed thresholds, the Project-generated daily emissions of NO_X would decline by approximately 27 percent and 38 percent by the years 2035 and 2050, respectively, relative to the initial operating year of 2025. In addition, other criteria air pollutants would be reduced as follows: ROG by approximately 8 percent (2035) and 11 percent (2050); PM_{10} by approximately 3 percent (2035) and 5 percent (2050); and $PM_{2.5}$ by approximately 7 percent (2035) and 10 percent (2050). Furthermore, improvements in emissions that may result from very recent or still-developing regulations, such as the November 2022 amendments to the in-use off-road diesel-fueled fleets regulation, the 2022 TRU airborne toxic control measure amendments, and the under-development advanced clean fleet regulations are not captured in these future emissions estimates. Additional emissions reductions would likely be achieved through technological advances that would further reduce area source emissions associated with consumer products, stationary source emissions associated with backup generators, and potentially further mobile source emissions reductions if fleet electrification or other emissions reductions occur at a faster rate than currently projected by the air board in the EMFAC database for the vehicle activity. However, at initial operation and until such time as these regulations effectively reduce NO_X emissions to below the threshold of significance identified in the EIR, the Project would result in significant NO_X emissions without mitigation.

Mitigation

Mitigation Measure M-AQ-3a: Electrification of Yard Equipment

Mitigation Measure M-AQ-3b: Electrification of Transportation Refrigeration Units

Mitigation Measure M-AQ-3c: Prohibition of Truck and Van Idling for More than Two Minutes

Mitigation Measure M-AQ-3d: Limitation on Model Year of Visiting Trucks

Mitigation Measure M-AQ-3e: Diesel Backup Generator Specifications

Mitigation Measure M-AQ-3f: Limitation on Manufacturing and Maker Space Emissions

Mitigation Measure M-AQ-3g: Compliance with CalGreen Tier 2 Green Building Standards

Mitigation Measure M-AQ-3h: Requirements for Off-Road Construction Equipment

Mitigation Measure M-AQ-3i: Development and Implementation of Operational Emission Management Plan

Implementation of Mitigation Measures M-AQ-3a through M-AQ-3g would reduce emissions associated with various operational sources from the Project. These measures would reduce the Project's operational emissions of NO_X, the criteria air pollutant for which the Project would exceed the relevant threshold. These measures would also reduce emissions associated with all criteria pollutants. Mitigation Measure M-AQ-3h would further reduce the proposed project's NO_X emissions by reducing NO_X emissions during construction. Implementation of Mitigation Measure M-AQ-3i would further reduce operational emissions. The Operational Emission Management Plan in Mitigation Measure M-AQ-i requires that if the total net new emissions estimate for actual tenant and project operations are projected to exceed the NO_X performance standard, then additional feasible emissions reduction measures must be identified and implemented prior to occupancy (i.e., prior to the emissions occurring, to ensure that the project does not

exceed the NO_X performance standard).

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-AQ-3a through M-AQ-3i would reduce Impact AQ-3 to a less-than-significant level for the Project.

Wind

Impact WI-1: The Project would create wind hazards in publicly accessible areas of substantial pedestrian use. (Initial Study, pp. 106-109)

Under existing plus Project conditions, the average wind speed would decrease from 11 miles per hour to 10.5 miles per hour, compared to existing conditions without the Project. However, with the Project, there would be a wind hazard criterion exceedance at two locations, and the number of hours that the wind hazard criterion would be exceeded would increase from zero hours per year to 13 hours per year. Fast upper-level prevailing westerly winds reaching the proposed development would be redirected toward the ground, creating downdraughts and funneling along Toland Street and accelerating around the corner of the Project at the junction with Kirkwood Avenue. The exceedances of the wind hazard criterion would occur around the northern corner of the Project on either side of Kirkwood Avenue.

Therefore, because the Project would result in an exceedance of the Planning Code wind hazard criterion, the Project would result in a significant wind impact.

A number of wind mitigation features were tested to reduce the Project's wind impact, including various combinations of canopies (both solid and porous) and deciduous trees along Toland Street. Although the canopies were shown to be partially effective in reducing certain wind conditions, they also increased the number of wind hazard hours away from the Project or at the northern corner of the Project at the intersection of Toland Street and Kirkwood Avenue. Given that deciduous trees lose their leaves in winter, trees without leaves were assessed in the wind tunnel to determine whether they could effectively reduce wind impacts. The wind tunnel tests demonstrated that exceedances of the city's wind criteria would still occur with the inclusion of deciduous trees. Based on the wind tunnel tests, the planting of nine evergreen street trees, which retain their foliage throughout the year, was evaluated. The trees would be placed along the eastern sidewalk of Toland Street; each tree would be approximately 25 feet tall, with a 15-foot-diameter canopy. This planting would eliminate the exceedance of the hazard criterion at all test points in the existing plus Project conditions.

On February 2, 2021, the San Francisco Bureau of Urban Forestry gave preliminary approval for the use of the proposed nine evergreen street trees on the eastern sidewalk of Toland Street. If the building design changes or the trees are not maintained to be at least 25 feet tall with a 15-foot-diameter canopy, the Project could result in an exceedance of the wind hazard criterion. This would be a significant Project impact without mitigation.

Mitigation

Mitigation Measure M-WI-1a: Wind Hazard Evaluation for Building Design and Streetscape Modifications

Mitigation Measure M-WI-1b: Maintenance of Landscaping Features that Reduce Wind Hazards

Mitigation Measure M-WI-1a would ensure that the Project does not exceed the wind hazard criterion in

the event of design changes. Additionally, Mitigation Measure M-WI-1b would entail the installation and maintenance, for the life of the Project buildings, of landscaping features required to ensure that the one-hour wind hazard is not exceeded.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-WI-1a and M-WI-1b would reduce Impact WI-1 to a less-than-significant level for the Project.

Impact C-W-1: The Project, in combination with cumulative Projects, could result in cumulative wind impacts. (Initial Study, pp. 109-113)

Under cumulative plus Project conditions, wind hazard exceedances are expected to occur at three test locations and would increase the total number of exceedance hours from zero hours per year to 18 hours per year. Because the exposure of the Project to prevailing westerly winds would be similar under existing and cumulative conditions, the resulting flow features and wind conditions around the Project site for cumulative plus Project conditions are similar to the existing plus Project conditions. The wind hazard criterion exceedances would occur around the northern corner of the Project on either side of Kirkwood Avenue and Toland Street. Therefore, the Project, in combination with cumulative Projects, would create wind hazards in publicly accessible areas of substantial pedestrian use, resulting in a significant cumulative impact. Given that the wind hazard impacts would only occur in the cumulative scenario with the Project, the Project's contribution to cumulative wind impacts would be cumulatively considerable without mitigation.

Mitigation

Mitigation Measure M-WI-1a: Wind Hazard Evaluation for Building Design and Streetscape Modifications

Mitigation Measure M-WI-1b: Maintenance of Landscaping Features that Reduce Wind Hazards

Mitigation Measure M-WI-1a would ensure that the Project does not result in a cumulatively considerable wind impact in the event of design changes. Additionally, Mitigation Measure M-WI-1b would entail the installation and maintenance, for the life of the Project buildings, of landscaping features required to ensure that the Project does not cumulatively contribute to a one-hour wind hazard exceedance.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measures M-WI-1a and M-WI-1b would reduce Impact C-WI-1 to a less-than-significant level for the Project.

Geology and Soils

Impact GE-5: The Project could directly or indirectly destroy a unique paleontological resource. (Initial Study, pp. 167-169)

Rock formations at the Project site consist of artificial fill, Bay Mud, and the Colma Formation. Because the artificial fill and Young Bay Mud are too young to contain unique paleontological resources, these formations are considered to be of low paleontological sensitivity (Class 2). Because a limited amount of unique paleontological resources in the form of vertebrate fossils have been recovered from Old Bay Mud and Colma Formation in San Francisco and the greater Bay Area region, these formations are considered to be of moderate paleontological sensitivity (Class 3). The Project includes construction of 25-foot-deep stone columns and installation of 60-foot-deep auger-cast piles, which would exceed 2 feet in diameter.

Therefore, Project-related excavation would encounter Old Bay Mud and the Colma Formation. Damage to or destruction of unique paleontological resources, which may be present in these formations, would represent a potentially significant impact without mitigation.

Mitigation

Mitigation Measure M-GE-5: Inadvertent Discovery of Paleontological Resources Worker Environmental Awareness Training

Mitigation Measure M-GE-5 will ensure that unique paleontological resources that may be present in soils/sediments that would be disturbed by project construction would be identified and assessed, and preserved or recovered as appropriate.

The Commission finds that, for the reasons set forth in the Final EIR, implementing Mitigation Measure M-GE-5 would reduce Impact GE-5 to a less-than-significant level for the Project.

IV. SIGNIFICANT IMPACTS THAT CANNOT BE AVOIDED OR MITIGATED TO A LESS-THAN-SIGNIFICANT LEVEL

Based on substantial evidence in the whole record of these proceedings, the Planning Commission finds that, feasible changes or alterations have been required, or incorporated into, the Project to reduce the significant environmental impacts as identified in the Final EIR. The Commission finds that the Project will have no impacts that cannot be reduced to a less-than-significant level through the incorporation of mitigation measures as described in the Final EIR. Accordingly, the Project will have no impacts that remain significant and unavoidable.

V. EVALUATION OF PROJECT ALTERNATIVES

This section describes the EIR alternatives and the reasons for rejecting the alternatives as infeasible. CEQA mandates that an EIR evaluate a reasonable range of alternatives to the proposed project or the project location that would feasibly attain most of the project's basic objectives, but that would avoid or substantially lessen any identified significant adverse environmental effects of the project. An EIR is not required to consider every conceivable alternative to a proposed project. Rather, it must consider a reasonable range of potentially feasible alternatives that will foster informed decision-making and public participation. CEQA requires that every EIR also evaluate a "no project" alternative. Alternatives provide a basis of comparison to the proposed project in terms of their significant impacts and their ability to meet project objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the Project.

Alternatives Analyzed in the Final EIR

The Department considered a range of alternatives in draft EIR Chapter 6, Alternatives. The Final EIR analyzed the Project compared to four CEQA alternatives:

- No Project Alternative
- Code-Compliant Alternative

- Fleet Management Use Mix Alternative
- Expanded Parcel Delivery Use Alternative

Evaluation of Project Alternatives

CEQA provides that alternatives analyzed in an EIR may be rejected if "specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible ... the project alternatives identified in the EIR" (CEQA Guidelines section 15091[a][3]). The Planning Commission has reviewed each of the alternatives to the Project as described in the Final EIR that would reduce or avoid the impacts of the Project and finds that there is substantial evidence of specific economic, legal, social, technological, and other considerations that make these alternatives infeasible, for the reasons set forth below.

In making these determinations, the Planning Commission is aware that CEQA defines "feasibility" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors." The Planning Commission is also aware that under CEQA case law, the concept of "feasibility" encompasses (i) the question of whether a particular alternative promotes the underlying goals and objectives of a project, and (ii) the question of whether an alternative is "desirable" from a policy standpoint to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.

The following Project alternatives and Project were fully considered and compared in the Final EIR.

A. No Project Alternative.

Under the No Project Alternative, the Project site would not be developed. Instead, the No Project Alternative assumes that approximately 75 percent of the existing building space on the site (336,000 gross square feet in three buildings) would be occupied by parcel and last-mile delivery uses. This is an increase over the existing conditions (i.e., no buildings were occupied by parcel delivery when the Project's environmental review started in 2017; however, parcel delivery services have been operating in two buildings since 2020). The remaining space (112,000 gross square feet in the fourth existing building) would be occupied by other types of PDR uses (e.g., wholesale and storage uses). These uses and the space occupied by them reflect what would reasonably be expected to occur in the foreseeable future compared to the uses that existed onsite in 2017. The No Project Alternative would employ approximately 750 people—15 more employees than under baseline 2017 conditions, and 1,227 fewer employees than under the Project.

Under the No Project Alternative, the existing four single-story PDR buildings would not be demolished; other than tenant improvements (such as interior upgrades), no construction or site improvements—such as grading, excavation, or alterations to the height and massing of the buildings—would occur at the site. The No Project Alternative would not include sustainability features proposed under the Project, such as a rooftop solar array; water- and energy-efficient designs; and electric vehicle charging infrastructure for trucks, transportation refrigeration units, or passenger vehicles, except as may be required through the building permitting process for tenant improvement applications in the future. The No Project Alternative would not include street, sidewalk, or streetscape improvements; bicycle parking; or a TDM plan.

The No Project Alternative would reduce the impacts of the Project because the No Project Alternative would not involve construction of new buildings or street network changes, and only minimal tenant improvements are anticipated to occur. Due to the limited construction activities associated with the No Project Alternative, construction-related transportation, air quality, and noise impacts would be less than under the Project, and construction-related impacts to cultural resources and tribal cultural resources would not occur. Therefore, construction-related transportation impacts of the No Project Alternative would be less than the less-than-significant impacts identified for the Project. For operations, unlike the Project, the No Project Alternative would not introduce new fixed sources of noise; therefore, there would be no new noise effects at the property plane or noise-sensitive land uses. No impacts would occur from the No Project Alternative because no new fixed sources of noise would be needed as part of this alternative. Also, because the No Project Alternative would result in fewer vehicle trips, noise and air quality impacts from vehicle trips would be reduced. Regarding other operational air quality impacts and health risks, the No Project Alternative would not include manufacturing and maker use as a PDR use, would not require backup generators, and would require limited, if any, transportation refrigeration units, thereby eliminating or limiting operational emissions associated with these sources; therefore, impacts would be reduced.

The No Project Alternative is hereby rejected as infeasible because, although the severity of the less-than-significant impacts of the Project would be lessened, it would fail to meet the objectives of the Project. The No Project Alternative would not meet any of the Project objectives, except for Objective 5 (site PDR uses in a dense infill setting to create employment near housing and reduce vehicle miles traveled for potential distribution uses by locating such uses in San Francisco proximate to multiple freeways, rather than traditional suburban locations), which the No Project Alternative meets, but to a lesser degree than the Project. The existing PDR buildings would remain on site, and no new PDR space would be provided; therefore, the No Project Alternative would not meet the underlying objective to develop a modern, flexible, and durable PDR facility for a diverse and evolving range of uses in a central urban environment. The No Project Alternative would not advance progress toward the City's long-standing goals to upgrade and expand PDR space, replace functionally outdated PDR space with first- and best-in-class facilities, use innovative design at a size and scale that accommodates a range of large and small PDR uses, or boost resiliency in the local supply chain. The Project site would not be redeveloped to make efficient use of existing utilities, circulation, and complementary uses in the surrounding PDR-2 Zoning District.

The No Project Alternative would have a total building floor area of 448,000 square feet, which is approximately one-fifth of the total building area of the Project, and would result in a net gain of 15 employees compared to the 1,242 employees under the Project. The No Project Alternative has a considerably smaller overall footprint, and would not provide an appreciable positive fiscal impact as it would not substantially change the existing buildings nor the workforce size required for the site. This alternative would contribute, but not as much as the Project would, to new jobs at a variety of experience levels; enhanced property values; property taxes; workers who will support direct and indirect local business growth in the Bayview; and employment near housing that would reduce VMT for potential distribution uses by locating such uses in San Francisco. The No Project Alternative would not include sustainability features proposed under the Project, such as a rooftop solar array, water- and energy-efficient designs, and electrical docking stations. Therefore, the No Project Alternative would not develop a Project with infrastructure that facilitates carbon-efficient vehicle fleets and operations as cost-effective technology becomes available. The No Project Alternative would not include street, sidewalk, or streetscape improvements; bicycle parking; or a TDM plan. Therefore, the No Project Alternative would not meet the Project objective of creating a safe and compelling streetscape accessible by multiple

modes of transportation, including bicycles and pedestrians.

For these reasons, it is hereby found that the No Project Alternative is rejected because it would not meet the objectives of the Project and, therefore, is not a feasible alternative.

B. Code-Compliant Alternative.

The Code-Compliant Alternative would demolish the existing four single-story PDR buildings on site and construct two two-story buildings. Each of the buildings would have approximately the same ground floor shape as the Project and would have a similar orientation on the site. However, under the Code-Compliant Alternative, the buildings would not exceed the 65-J Height and Bulk District requirements (65 feet building height limit) and would only have two floors, plus active roof. As a result, there would be no Zoning Map Amendments for a height and bulk district reclassification, and there would be no Planning Code Text Amendments to adopt a Special Use District for the Project site. A shorter construction schedule of 26 months (compared to 31 months for the Project) is anticipated for this alternative, given the reduced building height and square footage.

The combined building square footage of the Code-Compliant Alternative (1,363,000 square feet) is less than that under the Project (2,160,000 square feet, including active roofs). Similar to the Project, the Code-Compliant Alternative would provide space for several main types of PDR uses. These uses could consist of principally permitted and conditionally permitted land uses in the PDR-2 Zoning District including manufacturing and maker space; parcel delivery service, including last-mile delivery; and wholesale and storage. Although the building's overall square footage would be less than that of the Project, the allocation of the PDR uses would be proportional to the Project, with 3 percent consisting of manufacturing and maker space, 65 percent consisting of parcel delivery, and 32 percent consisting of wholesale/storage. The proportion of ground-floor retail would be the same as under the Project (0.5 percent of the gross building area; i.e., 5,000 square feet). The Code-Compliant Alternative would include sustainability features similar to those of the Project, such as water- and energy-efficient designs and electrical docking stations. The Code-Compliant Alternative would include a reduced rooftop solar array. Similar to the Project, the Code-Compliant Alternative would include street, sidewalk, or streetscape improvements; bicycle parking; and a TDM plan.

Overall, the Code-Compliant Alternative would result in less impacts because it entails smaller structures (i.e., 1,363,000 square feet of new construction, compared to 2,160,000 square feet including active roofs) for the Project) and a shorter duration of construction (i.e., an estimated 26 months of construction duration, compared to 31 months for the Project). Therefore, for reasons similar to those described for the Project, construction-related transportation and air quality impacts for the Code-Compliant Alternative would be less than the less-than-significant impacts identified for the Project. Due to the reduced operational capacity of this Alternative, operational air quality and health risk impacts also would be reduced as compared to the Project. Further, because the building heights for this Alternative would be lower, wind-related impacts would also be reduced.

Under the Code-Compliant Alternative, noise- and vibration-generating construction activities and equipment are expected to be nearly identical to those analyzed for the Project due to the similar scope of construction work areas, grading and excavation, and activity types. Because the total duration of construction would be less than that of the Project, the amount of material required for delivery to the site under the Code-Compliant Alternative would be roughly 20 to 40 percent less than that under the

Project. The construction noise and vibration assumptions used for the Project (e.g., the types and quantities of construction equipment, their reference sound levels, and usage factors) would not change under the Code-Compliant Alternative. Therefore, similar to the Project, impacts generated by construction noise and vibration would be less than significant. Finally, because the Code-Compliant Alternative would not avoid the ground disturbing activity associated with the Project, the Alternative would not avoid the potentially significant impacts related to cultural resources and tribal cultural resources.

The Code-Compliant Alternative is hereby rejected as infeasible because it would fail to meet the objectives to the same extent as the Project or the Expanded Streetscape Alternative, including the underlying objective to develop a modern, flexible, and durable PDR facility for a diverse and evolving range of uses in a central urban environment. The Code-Compliant Alternative would replace the existing PDR buildings with modern facilities. The Project site would be redeveloped to make efficient use of existing utilities, circulation, and complementary uses in the surrounding PDR-2 Zoning District. Because the size and scale of the Code-Compliant Alternative would be reduced from the Project and the ground-floor manufacturing and maker space would be eliminated, this alternative would only partially meet the objective of using innovative design at a size and scale that accommodate an adaptable range of large and small PDR uses. The Code-Compliant Alternative would not replenish the supply of displaced PDR space, or boost resiliency in the local supply chain and disaster response capabilities by providing large-scale adaptable facilities that can be rapidly mobilized in a central location, to the same extent as the Project.

There would be a net increase of approximately 507 employees associated with the Code-Compliant Alternative, compared to 1,242 employees under the Project. Because fewer jobs would be created and the scale of development and operations would be smaller, the Code-Compliant Alternative would not meet, to the same extent as the Project, the objective of providing a positive fiscal impact by creating jobs at a variety of experience levels, enhancing property values, generating property taxes, introducing workers who will support direct and indirect local business growth in the Bayview, or creating employment near housing that would reduce VMT for potential distribution uses by locating such uses in San Francisco. Additionally, because the Project does not have any environmental impacts that remain significant and unavoidable after mitigation, there are no significant impacts that would be mitigated by the Code-Compliant Alternative but not the Project.

For these reasons, it is hereby found that the Code-Compliant Alternative is rejected because it would not meet the basic objectives to the same extent as the Project and, therefore, is not a feasible alternative.

C. Fleet Management Use Mix Alternative.

The Fleet Management Use Mix Alternative would demolish the existing four single-story PDR buildings on site and construct two new three-story buildings (plus active roof) in the same configuration used for the Project. The combined building square footage of the Fleet Management Use Mix Alternative (2,160,000 square feet, including active roofs) is the same as that of the Project. This alternative is different from the Project because it would include less space for parcel delivery (50 percent of the total PDR floor area) and eliminate the wholesale/storage space. The active PDR floor area would be divided equally between parcel delivery service, including last-mile delivery, and fleet management. The Fleet Management Use Mix Alternative would not include ground-floor manufacturing and maker or retail spaces. The areas of the buildings identified for these uses in the Project (35,000 square feet of manufacturing and maker

space and 8,400 square feet of retail) would instead be used for PDR support space to maximize the efficiency of each building's layout and internal circulation. The Fleet Management Use Mix Alternative would include sustainability features similar to those under the Project, such as water- and energy-efficient designs, electrical docking stations, and an active rooftop with a solar array, as well as the street, sidewalk, or streetscape improvements; bicycle parking; and a TDM plan.

The Fleet Management Use Mix Alternative includes the same amount of development area as the Project. However, all of it would be allocated to PDR uses: approximately half for private and/or public fleet storage and management uses, and half for parcel and last-mile delivery uses. Because the Fleet Management Use Mix Alternative would involve the same amount (i.e., 2,160,000 square feet, including active roofs) and duration (i.e., 31 months) of construction activities, and would include the same amount of development area as the Project, the Fleet Management Use Mix Alternative would have similar construction-related transportation, air quality, and noise impacts, and would not avoid the potentially significant cultural resources and tribal cultural resources impacts. Because the buildings under this Alternative would be the same height as the Project, wind impacts also would be similar.

Regarding operational impacts, the Fleet Management Use Mix Alternative would require HVAC systems to support the facility's enclosed and partially enclosed areas. Although shifts in square footage of uses may redistribute the HVAC systems, the overall HVAC needs of the facility would be similar to those required by the Project. The Fleet Management Use Mix Alternative would increase the area of logistics yard uses by 9.8 percent, and would therefore require a slight increase in ventilation system capacity while conversely slightly reducing the necessary capacities of rooftop HVAC equipment. Because the design and capacity of the system are similar to those of the Project, operational noise from fixed sources under the Fleet Management Use Mix Alternative would be similar. For noise from mobile sources, the Fleet Management Use Mix Alternative would reduce onsite and offsite traffic volumes by approximately 14 percent, with a 50 percent reduction in heavy truck trips during the nighttime (10 p.m. to 7 a.m.) period compared to the Project ; but these reductions are partially offset by the Alternative's public fleet operations, which would increase nighttime medium truck (bus) trips from 31 to 130. Despite the large relative increase in nighttime period bus trips, the noise-reducing effects of halving the nighttime heavy trucks assumed in the proposed project would offset the potential increase in bus noise and result in a net nighttime traffic noise reduction of approximately 0.1 dBA compared to the proposed project. Therefore, impacts would be similar to the Project.

Regarding operational air quality and health risks, there would be an increase of approximately 20 percent in offsite emissions from worker and delivery trips to and from the site along the offsite traffic routes for the Fleet Management Use Mix Alternative, compared to the Project. This is attributed to an increase in vehicle trips, including worker commute trips, patrons and vendors/deliveries to the site, and bus trips. However, $PM_{2.5}$ exhaust is slightly lower, by 2 percent, under the Fleet Management Use Mix Alternative than under the Project, because the increase in vehicles under the Fleet Management Use Mix Alternative results from buses rather than higher polluting diesel trucks (i.e., single-unit and tractor trailer trucks), as under the Project. This shift in the vehicle types would lower the $PM_{2.5}$ exhaust emissions. There would also be a decrease of about 23 percent in $PM_{2.5}$ exhaust and total $PM_{2.5}$ emissions related to parcel delivery for this alternative compared to parcel delivery for the Project. Additionally, total $PM_{2.5}$ emissions and exhaust $PM_{2.5}$ emissions generated on site would decrease compared to the Project due in large part to the reduction in total onsite diesel trucks by 18 percent (for total $PM_{2.5}$) and 47 percent (for exhaust $PM_{2.5}$). Under this Alternative, the elimination of manufacturing and maker space and reduced transportation refrigeration units, and the shift in the vehicle fleet mix to reduce single-unit and tractor

trailer trucks, also would result in a decrease in operational mass emissions of NO_X as compared to the Project. The Fleet Management Use Mix alternative would result in a net increase in NO_X emissions, but these emissions would be below the thresholds of significance and thus, none of the air quality mitigation measures would be required if this alternative were implemented.

The Fleet Management Use Mix Alternative is rejected as infeasible because it would fail to meet several Project objectives. It would not meet the underlying objective to develop a modern, flexible, and durable PDR facility for a diverse and evolving range of uses in a central urban environment, because eliminating wholesale and storage and manufacturing and maker uses would undermine the facility's flexibility. It would significantly limit the Project's ability to evolve to accommodate a range of PDR uses in response to industry and market needs, including anticipated demand for parcel delivery services, and its ability to accommodate a range of large and small PDR uses. Therefore, the Alternative would not meet the underlying objective or Objective 4. Additionally, because the Project does not have any environmental impacts that remain significant and unavoidable after mitigation, there are no significant impacts that would be mitigated by the Fleet Management Use Mix Alternative but not the Project.

For these reasons, it is hereby found that the Fleet Management Use Mix Alternative is rejected because it would not meet all of the basic objectives to the same extent as the Project and, therefore, is not a feasible alternative.

D. Expanded Parcel Delivery Use Alternative.

The Expanded Parcel Delivery Use Alternative would demolish the existing four single-story PDR buildings on site and construct two new three-story buildings (plus active roof) in the same configuration as the Project. The combined building square footage of the Expanded Parcel Delivery Use Alternative (2,160,000 square feet, including active roofs) is the same as that of the Project. Unlike the Project, this alternative would provide space for only one PDR use, consisting of parcel delivery service, including last-mile delivery. The Expanded Parcel Delivery Use Alternative would not include ground-floor manufacturing and maker or retail spaces. The areas of the buildings identified for these uses in the Project (35,000 square feet of manufacturing and maker space and 8,400 square feet of retail) would instead be used for PDR support space to maximize the efficiency of each building's layout and internal circulation. The Expanded Parcel Delivery Use Alternative would include sustainability features similar to those used under the Project, such as water- and energy-efficient designs, electrical docking stations, and an active rooftop with a solar array, as well as street, sidewalk, or streetscape improvements; bicycle parking; and a TDM plan.

The Expanded Parcel Delivery Use Alternative would involve the same amount (i.e., 2,160,000 square feet, including active roofs) and duration (31 months) of construction activities as the Project. Therefore, construction-related air quality, noise, and transportation impacts would be similar to the Project.

For operational impacts, the Expanded Parcel Delivery Use Alternative would require HVAC systems to support the facility's enclosed and partially enclosed areas. Although shifts in square footage of uses may redistribute the HVAC systems, the overall HVAC needs of the parcel delivery use and building spaces would be nearly identical to those required by the Project. The Expanded Parcel Delivery Use Alternative would increase the area of logistics yard uses by 9.8 percent, and would therefore require a slight increase in ventilation system capacity while conversely slightly reducing the necessary capacities of rooftop HVAC equipment. Because the design and capacity of the system would be similar to those under the Project ,

operational noise from fixed sources under the Expanded Parcel Delivery Use Alternative would be similar. The Expanded Parcel Delivery Use Alternative would result in an increase in onsite and offsite operational traffic volumes by approximately 4 percent when compared with the Project. Increased traffic volumes generally correspond with increased traffic noise. However, the Expanded Parcel Delivery Use Alternative would only increase the number of cars and vans traveling to and from the site, while maintaining the same number of heavy truck trips and reducing the daily volumes of medium truck trips by approximately 21 percent. The notable reduction in medium truck trips would have a greater effect on overall traffic noise levels than the increase in cars and vans. As a result, the overall traffic noise levels generated by the Expanded Parcel Delivery Use Alternative at noise-sensitive land uses would be less than those predicted for the Project.

For operational air quality impacts, total operational space would be the same as under the Project, but the PDR use mix would be allocated entirely to parcel delivery, including last-mile use, with no manufacturing and maker space, ground-floor retail, or wholesale and storage use. The number of transportation refrigeration units would increase slightly in comparison to the Project , because the parcel delivery use is anticipated to have a greater proportion of use requiring transportation refrigeration units than the warehousing/storage use that is included in the Project. In addition, the vehicle fleet mix for the Expanded Parcel Delivery Use Alternative would shift slightly to include a greater proportion of vans and fewer single-unit and tractor trailer trucks. Overall, operational emissions under the Expanded Parcel Delivery Use Alternative would be less than those under the Project. This alternative would result in a net increase in operational NO_X emissions that would be approximately 28 percent less than under the Project , but would still exceed the threshold of significance for NO_X. Further, due to the increase in last-mile vehicle travel under the Expanded Parcel Delivery Use Alternative, there would be an increase of approximately 52 percent in offsite $PM_{2.5}$ exhaust and 53 percent in total $PM_{2.5}$ (inclusive of resuspended roadway dust) along the offsite circulation routes. $PM_{2.5}$ exhaust and total $PM_{2.5}$ from offsite worker and delivery trips for the Expanded Parcel Delivery Use Alternative are lower than those under the Project by 8 percent and 18 percent, respectively. As a result of these changes in emissions for the Expanded Parcel Delivery Use Alternative, the cancer risk at both the maximally exposed individual residential and worker receptors would increase approximately 2 to 3 percent in comparison to the Project .

The Expanded Parcel Delivery Use Alternative is rejected as infeasible because the Alternative would fail to meet several of the Project objectives. The Expanded Parcel Delivery Use Alternative would only provide PDR space for parcel delivery service, and therefore would not meet the underlying objective of developing a flexible PDR facility for a diverse and evolving range of uses. It would not accommodate a range of large and small PDR uses, including ground-floor manufacturing and maker or retail spaces, and also would not be able to adapt over time to different industries and market needs. Additionally, because the Project does not have any environmental impacts that remain significant and unavoidable after mitigation, there are no significant impacts that would be mitigated by the Expanded Parcel Delivery Use Alternative but not the Project.

For these reasons, it is hereby found that the Expanded Parcel Delivery Use Alternative is rejected because it would not meet all of the basic objectives to the same extent as the Project or the Expanded Streetscape Alternative and, therefore, is not a feasible alternative.

E. Additional Alternatives Considered but Rejected

As stated in CEQA Guidelines section 15126.6(f)(1), factors that may be considered when a lead agency is assessing the feasibility of alternatives include "site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries …, and whether the proponent can reasonably acquire, control, or otherwise have access to the alternative site." Several alternatives were considered by the planning department but were ultimately rejected due to these factors or because the alternatives did not reduce the significant impacts identified for the proposed project. After further consideration of the five alternatives listed below, it was determined that they would not be feasible, would not substantially meet most of the project objectives, or would not avoid or lessen potentially significant adverse impacts that were identified for the Project.

1. Alternative Site in San Francisco

2. Alternative Site Outside of San Francisco, but Within the Bay Area

3. Expanded Maker Space Use Mix

4. Expanded Wholesale/Storage Use Mix

5. Phased Project Operations (restricting tenancy in second building to uses with lower emissions, particularly of NO_X, until a later time when emissions would be lower)

For these reasons, it is hereby found that these additional alternatives are infeasible and have been rejected.

VI. STATEMENT OF OVERRIDING CONSIDERATIONS

Pursuant to Public Resources Section 21081 and CEQA Guidelines Section 15093, the Commission hereby finds that, because the Project will have no impacts that remain significant and unavoidable with incorporation of mitigation measures, no statement of overriding considerations is warranted for the Project.

ATTACHMENT B

San Francisco Planning

AGREEMENT TO IMPLEMENT MITIGATION MONITORING AND REPORTING PROGRAM

Record No.:	2015-012491ENV	*Block/Lot:*	5284A/008 and 5287/002
Project Title:	749 Toland Street and 2000 McKinnon Avenue/San Francisco Gateway Project	*Lot Size:*	743,800 square feet
BPA Nos:	N/A	*Project Sponsor:*	Courtney Bell, Prologis Inc., (510) 661-4038
Zoning:	PDR-2 – Production, Distribution, and Repair 65-J Height and Bulk District	*Lead Agency:*	San Francisco Planning Department
		Staff Contact:	Tina Tam, Tina.Tam@sfgov.org, 628.652.7385 CPC.EnvironmentalMonitoring@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.

Please note that the city will not accept the building permit application for this project until a Pre-Construction Environmental Compliance Letter has been issued. If you have questions about the monitoring status of your project, please contact the staff listed above, or email CPC.EnvironmentalMonitoring@sfgov.org. Generally, if the mitigation measure has requirements prior to the start of construction (see the Period of Compliance Table below), these measures will require compliance prior to the issuance of the Pre-Construction Environmental Compliance Letter.

Adopted Mitigation Measure	Period of Compliance			Compliance with Mitigation Measure Completed?
	Prior to the Start of Construction*	During Construction**	Post-construction or Operational	
Mitigation Measure M-CR-2: Archeological Testing	X	X		
Mitigation Measure M-TCR-1: Tribal Cultural Resources Interpretive Program		X	X	
Mitigation Measure M-WI-1a: Wind Hazard Evaluation for Building Design and Streetscape Modifications	X			
Mitigation Measure M-WI-1b: Maintenance of Landscaping Features that Reduce Wind Hazards			X	
Mitigation Measure M-GE-5: Inadvertent Discovery of Paleontological Resources	X	X		
Mitigation Measure M-NO-3a: Fixed-Source Noise Attenuation for Buildings A and B	X		X	
Mitigation Measure M-NO-3b: Fixed-Source Noise Attenuation for Building Tenants	X		X	
Mitigation Measure M-AQ-3a: Electrification of Yard Equipment			X	

Adopted Mitigation Measure	Period of Compliance			Compliance with Mitigation Measure Completed?
	Prior to the Start of Construction*	During Construction**	Post-construction or Operational	
Mitigation Measure M-AQ-3b: Electrification of Transportation Refrigeration Units	X		X	
Mitigation Measure M-AQ-3c: Prohibition of Truck and Van Idling for More than Two Minutes			X	
Mitigation Measure M-AQ-3d: Limitation on Model Year of Visiting Trucks			X	
Mitigation Measure M-AQ-3e: Diesel Backup Generator Specifications			X	
Mitigation Measure M-AQ-3f: Limitation on Manufacturing and Maker Space Emissions			X	
Mitigation Measure M-AQ-3g: Compliance with CalGreen Tier 2 Green Building Standards	X		X	
Mitigation Measure M-AQ-3h: Requirements for Off-Road Construction Equipment	X	X		
Mitigation Measure M-AQ-3i: Development and Implementation of Operational Emission Management Plan			X	

NOTES:

* Prior to any ground disturbing activities at the project site or subsequent construction activities. See mitigation measure text for details.

** 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.

DS CB I agree to implement the attached mitigation measure(s) as a condition of project approval.

DocuSigned by: Courtney Bell BD4173CD70C6441...

Property Owner or Legal Agent (Signature)

Courtney Bell

Printed Name

01 May 2025

Date

Note to sponsor: Please contact Tina.Tam@sfgov.org and copy CPC.EnvironmentalMonitoring@sfgov.org to begin the environmental monitoring process prior to the submittal of your building permits to the San Francisco Department of Building Inspection. A building permit application cannot be submitted for this project until a Pre-Construction Environmental Compliance letter has been received.

ATTACHMENT B

MITIGATION MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
MITIGATION MEASURES AGREED TO BY PROJECT SPONSOR				
CULTURAL RESOURCES				
Mitigation Measure M-CR-2: Archeological Testing. **Archeological Testing.** Based on a reasonable presumption that archeological resources may be present in the project site, the following measures shall be undertaken to avoid any potentially significant adverse effects from the proposed project on buried or submerged historical resources. The project sponsor shall retain the services of an archeological consultant from the rotational qualified archeological consultants list maintained by the planning department. After the first project approval action or as directed by the environmental review officer, the project sponsor shall contact the department archeologist to obtain the names and contact information for the next three archeological consultants on the qualified archeological consultants list. The archeological consultant shall undertake an archeological testing program as specified herein. In addition, the consultant shall be available to conduct an archeological monitoring and/or data recovery program if required pursuant to this measure. The archeological consultant's work shall be conducted in accordance with this measure at the direction of the environmental review officer. All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the environmental review officer for review and comment and shall be considered draft reports subject to revision until final approval by the environmental review officer. Archeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for a maximum of four weeks. At the direction of the environmental review officer, the suspension of construction can be extended beyond 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).	Project sponsor's qualified archeological consultant and construction contractor at the direction of the Environmental Review Officer	Prior to issuance of construction permits and throughout the construction period	Environmental Review Officer/Planning Department cultural resources staff	Considered complete after final Archeological Resources Report is approved by the Environmental Review Officer/Planning Department cultural resources staff

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
Archeological Testing Program. The purpose of the archeological testing program shall be to determine, to the extent possible, the presence or absence of archeological resources and to evaluate whether any archeological resource encountered on the site constitutes an historical resource under CEQA. The archeological testing program shall be conducted in accordance with the approved archeological testing plan. The archeological consultant and the environmental review officer shall consult on the scope of the archeological testing plan, which shall be approved by the environmental review officer prior to commencing any project-related soil-disturbing activities. The archeological testing plan shall be submitted first and directly to the environmental review officer for review and comment and shall be considered a draft subject to revision until final approval by the environmental review officer. The archeologist shall implement the testing as specified in the approved archeological testing plan prior to and/or during construction. The archeological testing plan shall identify the property types of the expected archeological resource(s) that potentially could be adversely affected by the proposed project and lay out 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. The archeological testing plan shall also identify the testing method to be used, the depth or horizonal extent of testing, the locations recommended for testing, and the archeological monitoring requirements for construction soil disturbance, as warranted. **Archeological Sensitivity Training.** If it is determined that the project would require ongoing archeological monitoring, the archeological consultant shall provide a training to the prime contractor; to any project subcontractor (including demolition, excavation, grading, foundation, pile driving, etc. firms); or utilities firm involved in soil-disturbing activities within the project site. The training shall advise all project contractors to be on the alert for evidence of the presence of the expected archeological	Project sponsor/ qualified archeological consultant at the direction of the Environmental Review Officer	After the first project approval action or as directed by the Environmental Review Officer and prior to issuance of construction permits and throughout the construction period	Environmental Review Officer/Planning Department cultural resources staff	Considered complete after approval of archeological testing program by the Environmental Review Officer

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
resource(s), how to identify the evidence of the expected resource(s), and the appropriate protocol in the event of apparent discovery of an				
archeological resource by the construction crew. If the project site is determined to be sensitive for Native American archeological resources, a local Native American representative, at their discretion, shall provide a Native American cultural sensitivity training to all project contractors. **Paleoenvironmental Analysis of Paleosols.** When a submerged paleosol is identified during the testing program, irrespective of whether cultural material is present, samples shall be extracted and processed for dating, flotation for paleobotanical analysis, and other applicable special analyses pertinent to identification of possible cultural soils and for environmental reconstruction. The archeological resources report, described below, shall include analysis of collected samples. **Discovery Treatment Determination.** At the completion of the archeological testing program, the archeological consultant shall submit a written summary of the findings to the environmental review officer. The findings memorandum shall describe and identify each resource and provide an initial assessment of the integrity and significance of encountered archeological deposits. If the environmental review officer, in consultation with the archeological consultant, determines that a significant archeological resource is present and that the resource could be adversely affected by the proposed project, the environmental review officer, in consultation with the project sponsor, shall determine whether preservation of the resource in place is feasible. If so, the proposed project shall be redesigned 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 archeological resource 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 environmental review officer determines that the archeological resource is of greater interpretive than research significance, and that interpretive use of the resource is feasible. The environmental				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
review officer, in consultation with the archeological consultant, shall also determine whether additional treatment is warranted, which may include additional testing and/or construction monitoring.				
Consultation with Descendant Communities. On discovery of an archeological site associated with descendant Native Americans, the Overseas Chinese, or other potentially interested descendant group, the environmental review officer and an appropriate representative of the descendant group 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 environmental review officer regarding 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 shall be provided to the representative of the descendant group.				
Archeological Data Recovery Plan. An archeological data recovery program shall be conducted in accordance with an archeological data recovery plan 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 environmental review officer determines that an archeological data recovery program is warranted. The archeological consultant, project sponsor, and environmental review officer shall meet and consult on the scope of the archeological data recovery plan prior to preparation of a draft archeological data recovery plan. The archeological consultant shall submit a draft archeological data recovery plan to the environmental review officer. The archeological data recovery plan shall identify how the proposed data recovery program shall preserve the significant information the archeological resource is expected to contain. That is, the archeological data recovery plan shall identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the proposed project. Destructive data recovery	Project sponsor, archeological consultant, Environmental Review Officer, tribal representative (if requested)	After determination by the Environmental Review Officer that an archeological data recovery program is required	Planning Department cultural resources staff	Considered complete upon approval of final archeological data recovery program by the Environmental Review Officer

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	**Mitigation Schedule**	**Monitoring/Reporting Responsibility**	**Monitoring Actions/ Completion Criteria**
methods shall not be applied to portions of the archeological resources if nondestructive methods are practical. The scope of the archeological data recovery plan shall include the following elements:				
• *Field Methods and Procedures:* descriptions of proposed field strategies, procedures, and operations • *Cataloguing and Laboratory Analysis*: description of selected cataloguing system and artifact analysis procedures • *Discard and Deaccession Policy*: description of and rationale for field and post-field discard and deaccession policies • *Security Measures*: recommended security measures to protect the archeological resource from vandalism, looting, and unintentionally damaging activities • *Final Report*: description of proposed report format and distribution of results • *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 **Coordination of Archeological Data Recovery Investigations.** In cases in which the same resource has been or is being affected by another project for which data recovery has been conducted, is in progress, or is planned, to maximize the scientific and interpretive value of the data recovered from both archeological investigations, the following measures shall be implemented: A) In cases where neither investigation has yet begun, both archeological consultants and the environmental review officer shall consult on coordinating and collaboration on archeological research design, data recovery methods, analytical methods, reporting, curation and interpretation to ensure consistent data recovery and treatment of the resource.	Project sponsor, archeological consultant, Environmental Review Officer, tribal representative (if requested)	After determination by the Environmental Review Officer that an archeological data recovery program is required	Planning Department cultural resources staff	Considered complete upon approval of final archeological data recovery program by the Environmental Review Officer

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
B) In cases where archeological data recovery investigation is already underway or has been completed for a prior project, the archeological consultant for the subsequent project shall consult with the archeological consultant for the prior project, if available; review prior treatment plans, findings, and reporting; inspect and assess existing archeological collections/inventories from the site prior to preparation of the archeological treatment plan for the subsequent discovery; and incorporate prior findings in the final report of the subsequent investigation. The objectives of this coordination and review of prior methods and findings shall be to identify refined research questions; determine appropriate data recovery methods and analyses; assess new findings relative to prior research findings; and integrate prior findings into subsequent reporting and interpretation.				
Human Remains and Funerary Objects. The treatment of any human remains and funerary objects discovered during any soil-disturbing activity shall comply with applicable state laws, including Section 7050.5 of the Health and Safety Code and Public Resources Code 5097.98. If human remains or suspected human remains are encountered during construction, the contractor and project sponsor shall ensure that ground-disturbing work within 50 feet of the remains is halted immediately and shall arrange for the protection in place of the remains until appropriate treatment and disposition have been agreed upon and implemented in accordance with this section. Upon determining that the remains are human, the project archeologist shall immediately notify the Office of the Chief Medical Examiner of the City and County of San Francisco (Medical Examiner) of the find. The archeologist shall also immediately notify the environmental review officer and the project sponsor of the find. In the event of the Medical Examiner's determination that the human remains are Native American in origin, the Medical Examiner shall notify the California State Native American Heritage Commission within 24 hours. The Native American Heritage Commission shall immediately appoint and notify a most likely descendant. The most likely descendant shall 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.	Project sponsor, archeological consultant in consultation with the San Francisco Medical Examiner, Environmental Review Officer, and Native American Heritage Commission and most likely descendant as warranted	In the event that human remains are uncovered during the construction period	Planning Department cultural resources staff, Medical Examiner, and Native American Heritage Commission and most likely descendant as warranted	Considered complete on finding by the Environmental Review Officer that all state laws regarding human remains/burial objects have been adhered to, consultation with the most likely descendant is completed as warranted, and disposition of human remains, if any have been identified, has occurred as specified in burial agreement

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
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If the remains cannot be permanently preserved in place, the land owner may consult with the project archeologist, project sponsor, and CEQA lead agency and shall consult with the most likely descendant on recovery of the remains and any scientific treatment alternatives. The land owner shall then make all reasonable efforts to develop a burial agreement with the most likely descendant, 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)). In accordance with Public Resources Code 5097.98 (c)(1), the burial agreement shall address, as applicable and to the degree consistent with the wishes of the most likely descendant, 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 most likely descendant 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 burial agreement. Both parties are expected to make a concerted and good faith effort to arrive at an agreement, consistent with the provisions of Public Resources Code 5097.98. However, if the land owner and the most likely descendant are unable to reach an agreement, the land owner, environmental review officer, 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/or funerary objects discovered during any soil-disturbing activity shall be in accordance with protocols laid out in the project archeological treatment document, and other relevant agreements established between the project sponsor, Medical Examiner, and environmental review officer. The project archeologist shall retain custody of the remains and associated materials while any scientific study scoped in the treatment document is conducted,				

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after which the remains shall be curated or respectfully reinterred by arrangement on a case-by-case basis.				
Cultural Resources Public Interpretation Plan. 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 environmental review officer, a qualified design professional with demonstrated experience in displaying information and graphics to the public in a visually interesting manner, local artists, or community groups 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 environmental review officer for review and approval. The CRPIP shall be implemented prior to occupancy of the project.	Consultant at the direction of the Environmental Review Officer will prepare Cultural Resources Public Interpretation Plan. Measures laid out in Cultural Resources Public Interpretation Plan are implemented by project sponsor and consultant. Native American representative (if warranted and requested)	Following completion of treatment and analysis of significant archeological resource by archeological consultant	Planning Department cultural resources staff	Cultural Resources Public Interpretation Plan is complete on review and approval by the Environmental Review Officer. Interpretive program is complete on notification to the Environmental Review Officer from the project sponsor that program has been implemented
Archeological Resources Report. Whether or not significant archeological resources are encountered, the archeological consultant shall submit a written report of the findings of the testing program to the environmental review officer. The archeological consultant shall submit a draft archeological resources report to the environmental review officer that evaluates the historical significance of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken, and if applicable, discusses curation arrangements. Formal site recordation forms (CA DPR 523 series) shall be attached to the archeological resources report as an appendix. Once approved by the environmental review officer, copies of the archeological resources report shall be distributed as follows: California Archeological Site Survey Northwest Information Center shall receive one copy, and the environmental review officer shall receive a copy of the	Archeological consultant at the direction of the Environmental Review Officer	Following completion of treatment by archeological consultant as determined by the Environmental Review Officer	Planning Department cultural resources staff	Complete on certification to the Environmental Review Officer that copies of the approved Archeological Resources Report have been distributed

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transmittal of the archeological resources report to the Northwest Information Center. The environmental planning division of the planning department shall receive one bound hardcopy of the archeological				
resources report. Digital files that shall be submitted to the environmental division include an unlocked, searchable PDF version of the archeological resources report, 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 archeological resources report, 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 archeological resources report 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 or Native American cultural material shall be returned to local Native American tribal representatives at their discretion. The facility shall be selected in consultation with the environmental review officer. Upon submittal of the collection for curation, the sponsor or archeologist shall provide a copy of the signed curatorial agreement to the environmental review officer.	Archeological consultant prepares collection for curation and project sponsor pays for curation costs	In the event a significant archeological resource is discovered and upon acceptance by the Environmental Review Officer of the Archeological Resources Report	Planning Department cultural resources staff	Considered complete upon acceptance of the collection by the curatorial facility or Native American tribal representative
TRIBAL CULTURAL RESOURCES				
Mitigation Measure M-TCR-1: Tribal Cultural Resources Interpretive Program. **Preservation in Place.** In the event of the discovery of a potential tribal cultural resource, the environmental review officer, the project sponsor, and the local Native American representative shall consult to determine whether preservation in place would be feasible and effective. Coordination shall take place with local Native American representatives, including the Association of Ramaytush Ohlone and other interested Ohlone parties. If it is determined that preservation-in-place of the tribal cultural resource would be both feasible and effective, then the project sponsor, the	Project sponsor, archeological consultant as relevant, and Environmental Review Officer, in consultation with the affiliated Native American tribal representatives	In the event of discovery of potential tribal cultural resource	Planning Department cultural resources staff	Considered complete upon project redesign and completion of tribal cultural resource preservation plan

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archeological consultant as relevant, in consultation with the local Native American representative and environmental review officer, shall prepare a tribal cultural resource preservation plan, which shall be implemented by the project sponsor during construction.				
Interpretive Program. The project sponsor, archeological and/or design consultant, as relevant, in consultation with local Native American representatives (including the Association of Ramaytush Ohlone), shall prepare a Tribal Cultural Resources Public Interpretation Plan (TCRIP) to guide the Tribal Cultural Resource interpretive program in coordination with the project sponsor and planning department cultural resources staff. The TCRIP may be prepared in tandem with the CRPIP if required. The TCRIP shall be submitted to environmental review officer for review and approval prior to implementation of the program. The plan shall identify, as appropriate, proposed locations for installations or displays, the proposed content and materials of those displays or installation, the producers or artists of the displays or installation, and a long-term maintenance program. The interpretive program may include artist installations, preferably by local Native American artists, oral histories with local Native Americans, cultural displays, educational panels, or other interpretive elements agreed upon by the environmental review officer, sponsor, and local Native American representatives. Upon approval of the TCRIP and prior to project occupancy, the interpretive program shall be implemented by the project sponsor. The environmental review officer and project sponsor shall work with the tribal representative to identify the scope of work to fulfill the requirements of this mitigation measure, which may include participation in preparation and review of deliverables (e.g., plans, interpretive materials, artwork). Tribal representatives shall be compensated for their work as identified in the agreed upon scope of work.	Project sponsor in consultation with the tribal representative	After determination that preservation in place is not feasible, and subsequent to archeological data recovery, if required.	Planning Department cultural resources staff	Complete upon sponsor verification to the Environmental Review Officer that interpretive program was implemented
WIND RESOURCES				
Mitigation Measure M-WI-1a: Wind Hazard Evaluation for Building Design and Streetscape Modifications. If the proposed project's design, including the wind mitigation measures (M-WI-1b), is modified in any way that could affect ground-level wind conditions, the new design shall be evaluated by a qualified wind expert to determine the potential for the modified project to result in a new wind hazard exceedance (defined as the one-hour wind hazard criterion of 26 miles per hour equivalent wind speed). The evaluation may require wind tunnel testing by the qualified expert to determine whether the modified	Project sponsor and qualified wind expert	Prior to issuance of construction permits if the proposed project's design, including the wind mitigation measures (M-WI-1b), is modified in any way that could affect	Planning department and Development Performance Coordinator	Considered complete upon approval of the wind analysis and construction of building with wind baffling measures

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project would result in an exceedance of the wind hazard criterion. If the modified project could exceed the wind hazard criterion, the project buildings shall be shaped (e.g., by including setbacks or using other building design techniques) or other wind-baffling measures shall be implemented, so that the project does not result in an exceedance of the one-hour wind hazard criterion of 26 miles per hour equivalent wind speed.		ground-level wind conditions		
Mitigation Measure M-WI-1b: Maintenance of Landscaping Features that Reduce Wind Hazards. The project sponsor shall maintain, for the life of the proposed project buildings, all landscaping features required to ensure that the proposed project does not result in an exceedance of the one-hour wind hazard criterion of 26 miles per hour equivalent wind speed. These features include installation of nine evergreen street trees, each approximately 25 feet tall with a 15-foot-diameter canopy, along the eastern sidewalk of Toland Street or any landscaping features required pursuant to Mitigation Measure M-WI-1a: Wind Hazard Evaluation for Building Design and Streetscape Modifications.	Project sponsor	During construction and ongoing and in perpetuity for the lifetime of the building	Planning Department and Development Performance Coordinator, in coordination with San Francisco Public Works	Ongoing and in perpetuity for the lifetime of the building
GEOLOGY AND SOILS				
Mitigation Measure M-GE-5: Inadvertent Discovery of Paleontological Resources. **Worker Environmental Awareness Training.** Prior to commencing construction, the project sponsor shall engage a paleontologist meeting the standards of the Society of Vertebrate Paleontology to conduct training for all onsite construction workers regarding paleontological resources and 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. In addition, the project sponsor (through a designated representative) shall inform construction personnel of the immediate stop work procedures and contact information to be followed if bones or other potential fossils are unearthed at the project site, and the laws and regulations protecting paleontological resources. As new workers arrive at the project site for ground-disturbing activities, they shall be trained by the construction supervisor.	Project sponsor, qualified paleontologist	Prior to the start of construction and ongoing throughout ground-disturbing activities	Environmental Review Officer and Development Performance Coordinator	Ongoing during construction. Considered complete once ground-disturbing activities are complete or once the Environmental Review Officer approves the Paleontological Resources Report, if required.

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The paleontologist shall submit a letter confirming the timing of the worker training to the planning department. The letter shall confirm the project's location, the date of training, the location of the informational handout display, and the number of participants. The letter shall be transmitted to the planning department within five business days of conducting the training.				
Discovery of Unanticipated Paleontological Resources. In the event of the inadvertent discovery of a paleontological resource during construction, excavations within 25 feet of the find shall temporarily be halted until the discovery is examined by a qualified paleontologist (as defined by the Society of Vertebrate Paleontology). Work in the sensitive area shall resume only when deemed appropriate by the qualified paleontologist, in consultation with the planning department. The qualified paleontologist shall determine: 1) whether the discovery is scientifically significant; 2) the necessity for involving other agencies and stakeholders; 3) the significance of the resource; and 4) 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. The paleontological evaluation letter shall be submitted to the planning department for review within 30 days of the discovery. If a paleontological resource is determined to be of scientific importance and there are no feasible avoidance measures, a paleontological mitigation program must be prepared by the qualified paleontologist engaged by the project sponsor. The mitigation program shall include measures to fully document and recover the resource and shall be approved by the planning department. Ground-disturbing activities in the project area shall resume and be monitored, as determined by the qualified paleontologist in collaboration with the planning department, 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 into an appropriate repository; and 4) preparation of a paleontological resources report at the conclusion of ground-disturbing activities. The report shall include dates of field work, results of monitoring,				

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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 repository. The mitigation program shall be submitted to the planning department for review within 10 business days of the discovery. The paleontology report shall be submitted to the planning department for review within 30 business days from conclusion of ground-disturbing activities, or as negotiated following consultation with the planning department.				
NOISE AND VIBRATION				
Mitigation Measure M-NO-3a: Fixed-Source Noise Attenuation for Buildings A and B Prior to the issuance of the relevant building permit for improvements that include fixed mechanical equipment in buildings A and/or B, the project sponsor shall demonstrate that the project meets the noise limits in article 29, section 2909(b). Specifically, the project sponsor shall demonstrate that fixed-mechanical equipment does not exceed 8 dBA above the ambient noise level at any property plane. The noise level limits for each property plane are as follows, but may be updated based on empirical measurements conducted at a later date as approved by the city: • Property plane along Toland Street, Selby Street, and McKinnon Avenue: 59 dBA, L_{eq} • Property plane along Rankin Street: 58 dBA, L_{eq} • Property plane along Kirkwood Avenue: 60 dBA, L_{eq} Feasible noise reduction measures to achieve the property plane thresholds identified above may include, but are not limited to, a combination of the following: • **Ventilation Routing and Relocation:** Route or direct the ventilation units to exhaust away from the adjacent land uses (i.e., outside the	Project sponsor, qualified acoustical or engineering consultant	Prior to issuance of a building permit for improvements that include fixed mechanical equipment	Planning Department and Development Performance Coordinator	Considered complete after planning department approval of the analysis completed by an acoustical consultant and issuance of the building permit

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property planes) and toward I-280. Relocate ventilation units away from the building edge and to a more-central location in each logistics yard. • **Acoustically Treated Ducting:** Implement an acoustically lined duct to the exhaust of each logistics yard fan in a manner that maintains the above ventilation routing requirement. • **Project Rooftop HVAC System:** Implement one of the following two options for rooftop HVAC unit noise reduction:				
○ Install a 12-foot-tall noise barrier surrounding each of the six rooftop unit areas; or ○ Centralize all rooftop HVAC units at the rooftop center and install a 14-foot-tall barrier around the centralized unit area. Alternatively, or in addition, the project sponsor also may implement quieter ventilation fan units, quieter HVAC units, duct silencers at the outlet of the ventilation systems, and/or acoustical louvers at ventilation system terminations at the two building edges to achieve compliance with the article 29, section 2909(b) requirement. The final design of the rooftop HVAC units and logistics yard ventilation system shall be analyzed and assessed for article 29, section 2909(b) compliance by an acoustical consultant as a requirement for building permit approval. Upon installation of the proposed project's mechanical equipment, the project sponsor shall take noise measurements of the equipment to ensure that the equipment complies with article 29, section 2909(b). Noise measurements shall be provided to the planning department prior to receipt of a certificate of occupancy. Should noise measurements indicate that the project's fixed-source mechanical equipment noise does not comply with article 29, section 2909(b), the project sponsor, with analysis from an acoustical consultant, shall install additional noise attenuation measures necessary to meet the article 29, section 2909(b) requirement. Any additional noise attenuation measures shall be approved by the planning department; installed; and verified to meet the article 29, section 2909(b) requirement.				
Mitigation Measure M-NO-3b: Fixed-Source Noise Attenuation for Building Tenants Prior to the issuance of a building permit that allows for the installation of fixed sources that generate noise (e.g., mechanical systems), the project sponsor's acoustical consultant shall demonstrate that the project meets the noise limits	Project sponsor, qualified acoustical or engineering consultant	Prior to issuance of a building permit for installation of fixed sources that generate noise	Planning Department and Development Performance Coordinator	Considered complete after planning department approval of the analysis completed by an

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in article 29 section 2909(b) (8 dBA above the ambient noise level at any property plane) and 2909(d) (45 dBA between the hours of 10 p.m. and 7 a.m., and 55 dBA between the hours of 7 a.m. and 10 p.m., with windows open—except where building ventilation is achieved through mechanical systems that allow windows to remain closed). All recommendations in the acoustical analysis necessary to ensure that noise sources would meet the noise limits in article 29 section 2909(b) and 2909(d) shall be incorporated into the building design and operations. Acoustical treatments may include, but are not limited to:				acoustical consultant and issuance of the building permit
• 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 to the greatest extent feasible; • increasing the distance between noise-generating equipment and noise-sensitive receptors; and • placing barriers around the equipment to facilitate the attenuation of noise. The project sponsor shall provide noise measurements of the installed equipment at the department's request. Should noise measurements indicate that the above-listed performance standards in article 29 that are provided above are not met, the project sponsor shall install additional noise attenuation measures necessary to ensure that the performance standards are met.				
AIR QUALITY				
Mitigation Measure M-AQ-3a: Electrification of Yard Equipment The project sponsor shall stipulate in tenant lease agreements that all yard equipment, such as forklifts, be electric to reduce NO_X emissions from these sources.	Project sponsor	Prior to tenant occupancy. Ongoing during operations, and in perpetuity for the lifetime of the building	Planning Department and Development Performance Coordinator	Ongoing and in perpetuity for the lifetime of the building
Mitigation Measure M-AQ-3b: Electrification of Transportation Refrigeration Units The project sponsor shall require that all transportation refrigeration units operating on the project site be electric or alternative zero-emissions technology, including hydrogen fuel cell transport refrigeration and cryogenic transport refrigeration, to reduce emissions of NO_X without substantially	Project sponsor	Prior to issuance of a building permit for improvements that include dock doors or other infrastructure for electrification.	Planning Department and Development Performance Coordinator	Ongoing and in perpetuity for the lifetime of the building

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increasing other emissions. Any electric or hybrid transportation refrigeration units shall be charged via the grid power (i.e., not an idling truck or diesel engine). The project design shall also include necessary infrastructure; for example, requiring all dock doors serving transportation refrigeration units to be equipped with charging infrastructure to accommodate the necessary plug-in requirements for electric transportation refrigeration units while docked or otherwise idling, as well as the electrical capacity to support the onsite power demand associated with electric transportation refrigeration unit charging requirements.		Ongoing during operations, and in perpetuity for the lifetime of the building		
Mitigation Measure M-AQ-3c: Prohibition of Truck and Van Idling for More than Two Minutes The project sponsor shall require that onsite idling of all visiting gasoline- or diesel-powered vans and trucks not exceed two minutes, and that appropriate signage and training for onsite workers and truck drivers be provided to support effective implementation of this limit.	Project sponsor	Prior to tenant occupancy. Ongoing during operations and in perpetuity for the lifetime of the building	Planning Department and Development Performance Coordinator	Ongoing and in perpetuity for the lifetime of the building
Mitigation Measure M-AQ-3d: Limitation on Model Year of Visiting Trucks The project sponsor shall require any gasoline- or diesel-powered vehicle, whether owned or operated by tenant(s), that enters or operates on the project site and has a gross vehicle weight rating greater than 14,000 pounds, have a model year dated no more than nine years upon the completion of project construction activities (e.g., should construction be completed in year 2026, visiting trucks must be model year 2017 or newer).	Project sponsor	Prior to tenant occupancy. Ongoing during operations, and in perpetuity for the lifetime of the building	Planning Department and Development Performance Coordinator	Ongoing and in perpetuity for the lifetime of the building
Mitigation Measure M-AQ-3e: Diesel Backup Generator Specifications The project sponsor shall ensure that the diesel backup generators meet or exceed the air board's Tier 4 final off-road emission standards. Additionally, once operational, the diesel backup generators shall be maintained in good working order for the life of the equipment, and any future replacement of the diesel backup generators shall be required to be consistent with these emissions specifications. The project sponsor shall ensure that records of the testing schedule for the diesel backup generator are maintained for the life of the diesel backup generators. If the planning department requests additional information about these tests, the project sponsor shall provide the information within three months.	Project sponsor	Prior to tenant occupancy. Ongoing during operations and in perpetuity for the lifetime of the building	Planning Department and Development Performance Coordinator	Equipment specifications portion considered complete when equipment specifications approved by the Environmental Review Officer. Maintenance is ongoing and records are subject to

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
				Planning Department review upon request.
Mitigation Measure M-AQ3-f: Limitation on Manufacturing and Maker Space Emissions The project sponsor shall prohibit the use of stationary equipment sources, such as boilers, whose combined emissions for the manufacturing and maker space uses would exceed 10 pounds per day in NO_X emissions.	Project sponsor	Prior to tenant occupancy. Ongoing during operations, and in perpetuity for the lifetime of the building	Planning Department and Development Performance Coordinator	Ongoing and in perpetuity for the lifetime of the building

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
Mitigation Measure M-AQ-3g: Compliance with CalGreen Tier 2 Green Building Standards Prior to the issuance of building permits for any project building, the project sponsor shall demonstrate compliance with the Tier 2 voluntary green building standards related to designated parking for clean air vehicles, electric vehicle charging, and bicycle parking in the 2022 California Green Building Standards (CalGreen) with July 2024 Supplement, or the mandatory requirements of the most recently adopted version of the city building code, whichever are more stringent. The installation of all electric vehicle charging equipment shall be included on the project drawings submitted for the site permit(s) and construction addenda, as appropriate, or on other documentation submitted to the city.	Project sponsor	Prior to issuance of a building permit.	Planning Department and Development Performance Coordinator	Considered complete after review of project drawings or other documentation confirming compliance and the issuance of a building permit
Mitigation Measure M-AQ-3h: Requirements for Off-Road Construction Equipment The project sponsor shall comply with the following: A. Engine Requirements 1. The project sponsor shall require that the construction contractor use electric-powered construction equipment 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. Electric equipment may include, but is not limited to, concrete/ industrial saws, sweepers/scrubbers, aerial lifts, welders, air compressors, fixed cranes, forklifts, cement and mortar mixers, pressure washers, and pumps. Where access to alternative sources of power is available (i.e., grid power), portable diesel engines (e.g., generators) shall be prohibited. If grid power is not available, alternative power such as battery storage or hydrogen fuel cells shall be used, if available. If such alternative power is not available, portable diesel engines shall meet Tier 4 Final off-road emissions standards.	Project sponsor and construction contractor(s)	Prior to issuance of a building permit. Ongoing during operations.	Planning Department and Development Performance Coordinator	Considered complete upon Environmental Review Officer review and acceptance of a signed construction emissions minimization plan, implementation of the plan, and submittal of final report summarizing use of construction equipment pursuant to the plan, and issuance of a final certificate of occupancy

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
2. All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall have engines that meet or exceed either U.S. EPA's or air board's Tier 4 Final off-road emission standards. Diesel engines, whether for off-road or on-road equipment, shall not be left idling for more than two minutes at any location, except as provided in exceptions to the applicable state regulations regarding idling for off-road and on-road equipment (e.g., traffic conditions and safe operating conditions). The contractor shall post legible and visible signs in English, Spanish, and Chinese in designated queuing areas and at the construction site to remind operators of the two-minute idling limit. 3. The project sponsor shall instruct construction workers and equipment operators in the maintenance and tuning of construction equipment and require that such workers and operators properly maintain and tune equipment in accordance with manufacturer specifications. B. Waivers The planning department's environmental review officer (ERO) or designee may waive the alternative source of power requirement of subsection (A)(1) if an alternative source of power is limited or infeasible at the project site. If the ERO grants the waiver, the contractor must use the next cleanest piece of off-road equipment, or another alternative that results in comparable NO_X reductions. C. Construction Emissions Minimization Plan Before starting onsite construction activities, the contractor 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 engine requirements of section A.				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
1. 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, and expected fuel use and hours of operation. For off-road equipment using alternative fuels, the description shall also specify the type of alternative fuel being used. 2. The project sponsor shall ensure that all applicable requirements of the plan have been incorporated into the contract specifications. The plan shall include a certification statement that the project sponsor agrees to comply fully with the plan. 3. The project sponsor shall make the plan available to the public for review on site during working hours. The project sponsor shall post at the construction site a legible and visible sign summarizing the plan. The sign 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. D. Monitoring After start of construction activities, the contractor shall submit reports every six months to the ERO or designee, documenting compliance with the plan. After completion of construction activities and prior to receiving a final certificate of occupancy, 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.				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
Mitigation Measure M-AQ-3i: Development and Implementation of Operational Emission Management Plan The project sponsor shall develop and implement an Operational Emissions Management Plan (OEMP) that shall demonstrate that the project's net operational NO_X emissions do not exceed the performance standard of 54 pounds per day and 10 tons per year. "Net operational NO_x emissions" refers to the NO_X emissions generated by the proposed project minus the NO_x emissions occurring at the site as of 2017 that would be removed with implementation of the proposed project. The OEMP shall consist of the components described in this mitigation measure. Development, implementation, and reporting of the OEMP shall follow the timeline and appropriate triggers set forth below. The project sponsor shall identify one or more individuals who shall be responsible for overseeing implementation of the OEMP and shall work directly with the ERO or designee to ensure that implementation meets the following requirements and demonstrates attainment of the performance standard. A. Performance Standard The OEMP and related emissions assessments/operational emissions reports, as required below, shall be developed by the project sponsor and approved by the ERO or designee, and shall demonstrate that the proposed project does not exceed the performance standard of a net increase of NO_X emissions consistent with the air district thresholds of 54 pounds per day and 10 tons per year.	Project sponsor	Prior to occupancy by each PDR tenant: complete emissions assessment. Ongoing during operations: prior to one or more tenants occupying a combined total of 500,000 square feet of floor area, and subsequently prior to executing a new lease agreement with a PDR tenant in perpetuity for the lifetime of the building.	Environmental Review Officer and Development Performance Coordinator	Considered complete when the first of either of the two milestones identified in Section C.8 of the mitigation measure is reached: 1. 10 years after commencement of operations pursuant to the initial approved OEMP, or 2. Three sequential annual reports demonstrating to the satisfaction of the Environmental Review Officer that the project's actual reported emissions have remained below the performance standard. 3. Obligations for preparation of emissions assessments and implementation of control measures shall continue in perpetuity unless the Environmental Review Officer

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
				determines otherwise.
B. Emissions Assessment Prior to occupancy for each PDR tenant, the project sponsor shall require the tenant to conduct an emissions assessment. Prior to the requirement to submit an OEMP, the project sponsor shall retain all emissions assessments from individual tenants. The emissions assessment shall include: 1. A brief description of proposed tenant activities that are reasonably expected to generate NO_X emissions, and written confirmation that the tenant can and will comply with Mitigation Measures M-AQ-3a through M-AQ-3g as applicable, including compliance with requirements to provide periodic reporting and necessary evidence that the tenant is implementing the applicable measures after the start of occupancy. 2. Estimates of expected NO_X emissions in annual tons and average pounds per day for all activities associated with the tenant's use (inclusive of onsite and offsite mobile emission sources). Emission estimation methods shall generally follow the approach used in this EIR and in Appendix F, Air Quality Supporting Information, taking into account current air board- or air district-recommended emissions factors (vehicle types, model year, fleet mix, etc.), or another agreed-upon method (subject to approval by the ERO or designee and provided that such method is supported by substantial evidence). 3. The tenant's estimated expected NO_X emissions shall be itemized for each of the following sources and summed for a total of all emissions in terms of the maximum potential annual emission (tons per year) and average daily emissions (pounds per day): • stationary sources such as generators and specialized equipment; • estimated mobile source emissions accounting for offsite travel and onsite activity; and • other emissions sources, such as area sources.				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
C. Operational Emissions Management Plan The project sponsor shall submit an OEMP to the ERO or designee for review and approval prior to one or more tenants in the project site occupying a combined total of 500,000 square feet of floor area. The OEMP shall describe, in reasonable detail, how the sum of all tenants' and total project NO_X emissions will not exceed the performance standard. Specifically, the OEMP shall include the following: 1. Responsibility. The OEMP will identify one or more individuals who shall be responsible to oversee implementation, monitoring, and reporting for the OEMP. 2. Reporting Template. The OEMP will identify, in reasonable detail, the format template and required contents of the operational emissions reports (described further below). 3. Emissions Assessments. Emissions assessments will be performed for each proposed tenant in the project, as described above. 4. Total Emissions Estimate. The project's performance will be documented in relation to the performance standard of daily and annual NO_X emissions, taking into account all tenancies/operations at the project site. 5. Additional Emissions Reduction Measures. If the total emissions estimate described above is projected to result in an exceedance of the NO_X performance standard, the OEMP shall identify additional specific operational emissions reduction measures to lessen the project's emissions to a level that does not exceed the performance standard. To ensure that the proposed project NO_X emissions do not exceed the performance standard, these measures shall be implemented prior to any operational activities that were projected to exceed that standard. To the extent that the identified emissions reductions can be quantified, the OEMP shall quantify the expected reductions. The OEMP shall quantitatively demonstrate that total project operations meet the daily and annual NO_X performance standard. To the extent that required emissions reduction and reporting measures are applicable to individual tenants, the OEMP shall provide that these measures be incorporated into lease terms for				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
individual tenants of the project. Such operational emission reduction measures may include, but are not limited to, the following:				
• modification of project operations, including through the use of different equipment, limitations on types of tenants/uses, or limitations on the size or intensity of specific uses; • implementation of specific fleet performance metrics, including electric vehicle and zero-emission vehicle standards; minimum model year requirements that are more stringent than those required by Mitigation Measure M-AQ-3d; or achievement of regulatory requirements ahead of compliance schedules; • reductions in onsite or offsite worker vehicle trips, including through implementation of additional travel demand management (TDM) measures such as providing contributions or incentives for sustainable transportation; • funding or completing projects in coordination with community groups, as applicable, to directly reduce or eliminate sources of existing NO_x emissions not generated by the project, with emission reduction projects occurring in the following locations in order of priority to the extent available: (1) in the neighborhood surrounding the project site (i.e., Bayview Hunters Point); (2) in the city of San Francisco; and (3) in the air basin; and • other emission reduction measures that become feasible due to advances in technology, economic changes, or other factors during the lifetime of the project. 6. Updates. The OEMP shall be updated and resubmitted to the ERO or designee for review and approval prior to occupancy by any subsequent PDR tenant until the reporting period has concluded, as described below in the "Monitoring and Reporting" section of this mitigation measure. Additionally, each tenant shall verify periodically that its emissions assessment remains accurate, and at least: (1) upon a substantial change in the tenant operations, and (2) every other year.				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
7. Exceptions. The following list identifies allowable exceptions for certain uses to provide an emissions assessment and for the need to update the OEMP upon a change in tenancy at the project site. • Retail uses less than 8,400 square feet and manufacturing and maker uses less than 35,000 square feet shall not be required to submit an emissions assessment unless they include any stationary source(s) that would result in NO_X emissions and would require permitting by the air district. Although uses below the identified square footages are not required to submit emissions assessments, the total project operational emissions, which are calculated (by summing all tenant emissions assessments) and compared against the performance standard for all project operations, shall include 1.3 pounds per day of NO_X for retail uses totaling up to 8,400 square feet and 12.2 pounds per day of NO_X from manufacturing and maker uses totaling up to 35,000 square feet. Should an individual retail or manufacturing and maker tenant or the cumulative total of multiple retail or manufacturing and maker uses exceed the square footages for each respective use or include any stationary source(s) that would result in NO_X emissions and would require permitting by the air district, an emissions assessment must be prepared for that tenant's operations to be included in the total project site operational emissions estimate for the project site. • The termination of a proposed or existing tenancy, or the substitution of any terminated use with a new use that is equally or less intensive based on an updated emissions assessment of estimated NO_X emissions, shall not trigger a requirement to submit an updated OEMP as long as any requirements in the former plan remain relevant and in effect.				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
8. Monitoring and Reporting. After the start of operations under an approved OEMP, the project sponsor shall submit annual operational emissions reports to the ERO, documenting compliance with the OEMP. Each report shall include a summary of compliance with operational controls for all applicable activities completed in the period covered by the annual report. If the project has complied with all required operational controls and no emissions-generating activity levels increase, then no further estimation of emissions is required. If any operational controls are modified or if an increase in emissions-generating activity levels has occurred, then the report shall include an estimate of NO_X emissions for the relevant emissions source. For example, if generators were operated for more hours during the reporting period than allotted in the OEMP, then the report shall include actual generator emissions, summarized from logs. In all cases, the reporting shall demonstrate that the project does not exceed the NO_X performance standard through implementation of the additional emissions reduction measures or other equivalent measures, subject to approval by the ERO or designee. The reporting period for this measure shall conclude at the earlier of (1) 10 years after commencement of operations pursuant to the initial approved OEMP, or (2) the project sponsor submitting three sequential annual reports demonstrating, to the satisfaction of the ERO or designee, that the project's actual reported emissions have not exceeded the performance standard, as described above. If the total NO_X emissions from the emissions assessments for all tenants indicate an increase or change in tenancy that would materially increase the net operational NO_X emissions to a level that would approach or exceed the performance standard, the requirements for the OEMP would be reinstated.				

Adopted Mitigation Measure	Monitoring and Reporting Program[a]			
	Implementation Responsibility	Mitigation Schedule	Monitoring/Reporting Responsibility	Monitoring Actions/ Completion Criteria
The obligations for the preparation of emissions assessments and implementation of control measures to limit NO_X emissions to not exceed the performance standard shall remain in effect for the life of the project, subject to periodic review and monitoring by the ERO or designee. If the ERO or designee determines, on the basis of substantial evidence, that it is no longer necessary for the project sponsor to complete emissions assessments to meet the performance standard, the ERO or designee may temporarily or permanently waive the assessment requirement.				

NOTES:

[a]Definitions of MMRP Column Headings:

Adopted Mitigation Measure: 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. The SF Gateway project sponsor may also include the project sponsor's contractor/consultant.

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 SF Gateway 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.

BOARD of SUPERVISORS

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MEMORANDUM

Date: April 25, 2025

To: Planning Department/Planning Commission

From: John Carroll, Assistant Clerk, Land Use and Transportation Committee

Subject: Board of Supervisors Legislation Referral - File No. 250427
Development Agreement - Prologis, L.P. - San Francisco Gateway Project - Toland Street at Kirkwood Avenue

☑ California Environmental Quality Act (CEQA) Determination
(California Public Resources Code, Sections 21000 et seq.)
☑ Ordinance / Resolution
☐ Ballot Measure

CEQA clearance under Planning Department Case No. 2015-012491ENV for San Francisco Gateway Project Environmental Impact Report, certified on 9/25/2025 (M-21826).

Joy Navarrete

☐ Amendment to the Planning Code, including the following Findings:
(Planning Code, Section 302(b): 90 days for Planning Commission review)
☐ General Plan ☐ Planning Code, Section 101.1 ☐ Planning Code, Section 302

☐ Amendment to the Administrative Code, involving Land Use/Planning
(Board Rule 3.23: 30 days for possible Planning Department review)

☐ General Plan Referral for Non-Planning Code Amendments
(Charter, Section 4.105, and Administrative Code, Section 2A.53)
(Required for legislation concerning the acquisition, vacation, sale, or change in use of City property; subdivision of land; construction, improvement, extension, widening, narrowing, removal, or relocation of public ways, transportation routes, ground, open space, buildings, or structures; plans for public housing and publicly-assisted private housing; redevelopment plans; development agreements; the annual capital expenditure plan and six-year capital improvement program; and any capital improvement project or long-term financing proposal such as general obligation or revenue bonds.)

☐ Historic Preservation Commission
☐ Landmark *(Planning Code, Section 1004.3)*
☐ Cultural Districts *(Charter, Section 4.135 & Board Rule 3.23)*
☐ Mills Act Contract *(Government Code, Section 50280)*
☐ Designation for Significant/Contributory Buildings *(Planning Code, Article 11)*

Please send the Planning Department/Commission recommendation/determination to John Carroll at john.carroll@sfgov.org.

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
San Francisco, CA 94103
628.652.7600
www.sfplanning.org

NOTICE OF ELECTRONIC TRANSMITTAL

DATE: May 7, 2025
TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Elizabeth White, EIR Coordinator, 628.652.7557 or elizabeth.white@sfgov.org
RE: Responses to Comments on the EIR for the San Francisco Gateway Project (749 Toland Street and 2000 McKinnon Avenue)

In compliance with San Francisco's Administrative Code Section 8.12.5 "Electronic Distribution of Multi-Page Documents," the Planning Department is submitting a link to the Responses to Comments (RTC) on the Environmental Impact Report for the San Francisco Gateway Project (749 Toland Street and 2000 McKinnon Avenue) document in digital format to the Clerk of the Board for distribution to the members of the board of supervisors. The Planning Commission will hold an EIR certification hearing on the San Francisco Gateway Project on May 22, 2025.

Approvals for the San Francisco Gateway Project are tentatively scheduled to be heard at the Board of Supervisors during summer 2025; this RTC document is associated with Board Files 250426 and 250427. For questions regarding the environmental review for this project, please contact Elizabeth White at the above contact information.

Links: SF Gateway Project Responses to Comments

SF Gateway Project Draft EIR

San Francisco Planning

49 South Van Ness Avenue, Suite 1400
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May 2, 2025

To: Members of the Board of Supervisors
Members of the Planning Commission

Re: **749 Toland Street and 2000 McKinnon Avenue (SF Gateway Development Agreement)**
Planning Department File No. 2015-012491DVA (Board File No. 250427)

Director's Report Regarding San Francisco Gateway Project Development Agreement Negotiations

1. Introduction

Chapter 56 of the San Francisco Administrative Code sets forth the procedure by which any request for a Development Agreement will be processed and approved by the City and County of San Francisco. This report is being written in accordance with S.F. Administrative Code Section 56.10(a).

Prologis, L.P. ("Developer") filed an application with the Planning Department for approval of a Development Agreement for the proposed Project under Administrative Code Chapter 56. Developer also filed applications with the Planning Department for (1) Zoning Map Amendment; (2) Planning Code Text Amendment to create the San Francisco Gateway Special Use District, Planning Code Section 249.7; and (3) Conditional Use Authorization for a Planned Unit Development pursuant to Planning Code Sections 303 and 304.

All of these items are scheduled for consideration by the Planning Commission at the May 22, 2025 hearing.

If you have any questions or concerns, please contact Planning Department staff, Gabriela Pantoja at 628-652-7380 or Gabriela.Pantoja@sfgov.org.

2. Background

Developer is the owner of an approximately 17-acre site, generally bounded by and including portions of Kirkwood Avenue to the north, Rankin Street to the east, McKinnon Avenue to the south, and Toland Street to the west, Assessor's Block 5284A Lot 008 and Block 5287 Lot 002.

The Project that is the subject of the Development Agreement consists of demolishing four existing Production, Distribution, and Repair ("PDR") buildings totaling approximately 448,000 square feet in size and constructing two three-story buildings up to 97 feet in height totaling 1,646,000 gross square feet in size with a mix of uses including up to 1,637,600 square feet of Production, Distribution, and Repair (PDR), Non-Retail Sales and Services, and Automotive Uses as permitted within the PDR-2 Zoning District and SF Gateway Special Use District and approximately 8,400 square feet of Retail Sales and Service Use. Each building will be designed to

provide ultimate flexibility for potential future PDR tenants with built-in circulation, ramping, and parking. A total of up to 1,125 off-street parking spaces, 100 Class 1 and 16 Class 2 bicycle parking spaces, and 48 Showers and eight Lockers will be provided throughout the development. The Project is to be developed in two phases, each with one building. Each building will contain up to 563 off-street parking spaces, 50 Class 1 and 8 Class 2 bicycle parking spaces, and 4 showers and 24 lockers. Located within the Bayview neighborhood and bounded by Kirkwood Avenue to the north, Rankin Street to the east, McKinnon Avenue to the south, and Toland Street to the west, the Project will include the construction of streetscape improvements including new paving, ADA ramps, sidewalks, crosswalks, street trees, Class 2 bicycle parking spaces, striped vehicle parking spaces, and passenger and commercial loading spaces.

3. Development Agreement Negotiations

The Planning Department and the Mayor's Office of Economic and Workforce Development ("OEWD") have negotiated a Development Agreement for the Project (the "Development Agreement"). The parties started negotiations of Development Agreement terms in 2023. Copies of the Development Agreement drafts that were exchanged between the parties can be found in the Planning Department files at 49 South Van Ness Avenue, Suite 1400. The exchanged drafts reflect the items under negotiation throughout the process. Without limiting the foregoing, we note that the negotiations between the parties included the following meetings:

1. January 17, 2023. Meeting to discuss general terms of the Development Agreement and Workforce Agreement. Attendees included, Jon Lau, Susan Ma (OEWD), Courtney Bell (Prologis), Nicole Heller, David Hamsher (Paul Hastings), and Dan Gershwin (Coblentz Patch Duffy & Bass LLP). No agreements reached.

2. April 17, 2023. Meeting to discuss general terms of the Workforce Agreement. Attendees included, Stephanie Tang (Contract Monitoring Division), Jon Lau, Susan Ma (OEWD), Courtney Bell (Prologis), Nicole Heller, David Hamsher (Paul Hastings). No agreements were reached.

3. April 17, 2023. Meeting to discuss general terms of the SUD Ordinance and Development Agreement. Attendees included, Anne Taupier, Jon Lau, Susan Ma (OEWD), Courtney Bell (Prologis), Boe Hayward (Lighthouse Public Affairs), Dan Gershwin (Coblentz Patch Duffy & Bass LLP). No agreements reached.

4. June 20, 2023. Meeting to discuss general terms of the Workforce Agreement. Attendees included, Stephanie Tang (Contract Monitoring Division), Jon Lau, Susan Ma (OEWD), Courtney Bell, Steven Hussain (Prologis), Nicole Heller (Paul Hastings). No agreements reached.

5. August 21, 2023. Meeting to discuss general terms of the Workforce Agreement. Attendees included, Jon Lau, Susan Ma (OEWD), Courtney Bell, Mark Hansen, Steven Hussain (Prologis), Nicole Heller (Paul Hastings), Boe Hayward (Lighthouse Public Affairs). No agreements reached.

6. August 22, 2023. Meeting to discuss general terms of the LBE Utilization Plan. Attendees included, Stephanie Tang (Contract Monitoring Division), Jon Lau, Susan Ma (OEWD), Courtney Bell, Banke Abioye (Prologis). No agreements reached.

7. September 21, 2023. Meeting to discuss general terms of the Development Agreement. Attendees included, Jon Lau, Susan Ma (OEWD), Courtney Bell (Prologis), Boe Hayward (Lighthouse Public Affairs). No agreements reached.

8. October 25, 2023. Meeting to discuss infrastructure and project phasing. Attendees included, Attendees included, Jon Lau, Susan Ma (OEWD), Courtney Bell, Xavier Lema (Prologis), Boe Hayward (Lighthouse Public Affairs), Brian Liles (Jackson Liles Architecture), Dan Gershwin (Coblentz Patch Duffy & Bass LLP). No agreements reached.

9. October 30, 2023. Meeting to discuss general terms of the Development Agreement. Attendees included, Attendees included, Jon Lau, Susan Ma (OEWD), Courtney Bell (Prologis), Boe Hayward (Lighthouse Public Affairs). No agreements reached.

10. December 7, 2023. Meeting to discuss general terms of the Development Agreement. Attendees included, Attendees included, Jon Lau, Susan Ma (OEWD), Betsy Dietrich (City Attorney's Office), Courtney Bell, Xavier Lema (Prologis), Dan Gershwin (Coblentz Patch Duffy & Bass LLP). No agreements reached.

11. December 18, 2023. Meeting to discuss general terms of the Development Agreement. Attendees included, Attendees included, Jon Lau, Susan Ma (OEWD), Courtney Bell, (Prologis), Betsy Dietrich (City Attorney's Office), Dan Gershwin (Coblentz Patch Duffy & Bass LLP). No agreements reached.

12. January 10, 2024. Meeting to discuss general terms of the Development Agreement. Attendees included, Attendees included, Jon Lau, Susan Ma (OEWD), Courtney Bell, (Prologis), Betsy Dietrich (City Attorney's Office), Dan Gershwin (Coblentz Patch Duffy & Bass LLP). No agreements reached.

13. April 4, 2024. Meeting to discuss general terms of the Workforce Agreement. Attendees included, Stephanie Tang (Contract Monitoring Division), Jon Lau, Susan Ma (OEWD), Courtney Bell (Prologis), Nicole Heller (Paul Hastings). No agreements reached.

14. April 10, 2024. Meeting to discuss general terms of the Workforce Agreement. Attendees included, Stephanie Tang (Contract Monitoring Division), Jon Lau, Susan Ma, Lowell Rice, Joyce Wong (OEWD), Courtney Bell (Prologis), Nicole Heller (Paul Hastings). No agreements reached.

15. May 2, 2024. Meeting to discuss general terms of the Development Agreement's TDM Plan exhibit. Attendees included, Jon Lau, Susan Ma (OEWD), Jeremy Shaw, Gabriela Pantoja, Ella Samonsky, Dylan Hamilton (Planning Department), Courtney Bell (Prologis), Dan Gershwin, Megan Jennings

(Coblentz Patch Duffy & Bass LLP), Brian Liles (Jackson Liles Architecture). No agreements reached.

16. May 2, 2024. Meeting to discuss general terms of the Infrastructure Plan. Attendees included, Jon Lau, Susan Ma (OEWD), Denny Phan, Cristina Olea, John Kwong, Desmond Chan (Infrastructure Task Force), Courtney Bell (Prologis), Brian Liles, Chloe Hanna-Korpi (Jackson Liles Architecture). No agreements reached.

17. May 9, 2024. Meeting to discuss general terms of the Infrastructure Plan. Attendees included, Jon Lau, Susan Ma (OEWD), Denny Phan, Cristina Olea, John Kwong (Infrastructure Task Force), Courtney Bell (Prologis), Brian Liles (Jackson Liles Architecture). No agreements reached.

18. June 6, 2024. Meeting to discuss general terms of the Development Agreement. Attendees included, Jon Lau, Susan Ma (OEWD), Betsy Dietrich (City Attorney's Office), Courtney Bell, Mark Hansen, Xavier Lema (Prologis), Megan Jennings, Dan Gershwin (Coblentz Patch Duffy & Bass LLP). No agreements reached.

19. June 13, 2024. Meeting to discuss general terms of the Development Agreement. Attendees included, Jon Lau, Susan Ma (OEWD), Betsy Dietrich (City Attorney's Office), Courtney Bell, Mark Hansen, Xavier Lema (Prologis), Megan Jennings, Dan Gershwin (Coblentz Patch Duffy & Bass LLP). No agreements reached.

20. July 1, 2024. Meeting to discuss general terms of the Infrastructure Plan. Attendees included, Jon Lau, Susan Ma, Anne Taupier (OEWD), Courtney Bell (Prologis). No agreements reached.

21. July 9, 2024. Meeting to discuss general terms of Development Agreement. Attendees included, Betsy Dietrich (City Attorney's Office), Dan Gershwin, Megan Jennings (Coblentz Patch Duffy & Bass LLP). No agreements reached.

22. July 17, 2024. Meeting to discuss general terms of Development Agreement. Attendees included, Betsy Dietrich, John Malamut (City Attorney's Office), Dan Gershwin, Megan Jennings (Coblentz Patch Duffy & Bass LLP). No agreements reached.

23. August 7, 2024. Meeting to discuss general terms of Development Agreement. Attendees included, Jon Lau, Susan Ma (OEWD), Courtney Bell (Prologis), Dan Gershwin (Coblentz Patch Duffy & Bass LLP), Brian Liles (Jackson Liles Architecture). No agreements reached.

24. August 13, 2024. Meeting to discuss general terms of Development Agreement. Attendees included, Jon Lau, Susan Ma (OEWD), Courtney Bell (Prologis), Dan Gershwin, Megan Jennings (Coblentz Patch Duffy & Bass LLP), Brian Liles, Chloe Hanna-Korpi (Jackson Liles Architecture). No agreements reached.

25. August 15, 2024. Meeting to discuss general terms of Development Agreement. Attendees included, Jon Lau, Susan Ma (OEWD), Courtney Bell (Prologis), Dan Gershwin (Coblentz Patch Duffy & Bass LLP), Brian Liles (Jackson Liles Architecture), Boe Hayward (Lighthouse Public Affairs). No agreements reached.

26. August 21, 2024. Meeting to discuss general terms of Development Agreement. Attendees included, Betsy Dietrich (City Attorney's Office), Dan Gershwin (Coblentz Patch Duffy & Bass LLP). No agreements reached.

27. August 30, 2024. Meeting to discuss general terms of Development Agreement. Attendees included, Jon Lau, Susan Ma (OEWD), Courtney Bell (Prologis), Brian Liles (Jackson Liles Architecture), Boe Hayward (Lighthouse Public Affairs). No agreements reached.

28. September 10, 2024. Meeting to discuss general terms of Development Agreement. Attendees included, Jon Lau, Susan Ma (OEWD), Courtney Bell (Prologis), Dan Gershwin, Megan Jennings (Coblentz Patch Duffy & Bass LLP), Brian Liles, Chloe Hanna-Korpi (Jackson Liles Architecture). No agreements reached.

29. September 12, 2024. Meeting to discuss general terms of Development Agreement. Attendees included, Betsy Dietrich (City Attorney's Office), Dan Gershwin (Coblentz Patch Duffy & Bass LLP). No agreements reached.

30. September 18, 2024. Meeting to discuss general terms of Development Agreement. Attendees included, Betsy Dietrich, John Malamut (City Attorney's Office), Dan Gershwin, Megan Jennings (Coblentz Patch Duffy & Bass LLP). No agreements reached.

31. October 4, 2024. Meeting to discuss general terms of Development Agreement. Attendees included, Jon Lau, Susan Ma (OEWD), Courtney Bell, Xavier Lema (Prologis). No agreements reached.

32. November 21, 2024. Meeting to discuss general terms of Development Agreement. Attendees included, Anne Taupier (OEWD), Courtney Bell (Prologis), Boe Hayward (Lighthouse Public Affairs). No agreements reached.

33. December 16, 2024. Meeting to discuss general terms of the Workforce Agreement. Attendees included, Jon Lau, Susan Ma, Anne Taupier, Lowell Rice, Joyce Wong, Derek Remski (OEWD), Betsy Dietrich, Victoria Wong (City Attorney's Office), Courtney Bell, Xavier Lema (Prologis), Nicole Heller (Paul Hastings), Dan Gershwin (Coblentz Patch Duffy & Bass LLP). No agreements reached.

34. December 18, 2024. Meeting to discuss general terms of Development Agreement. Attendees included, Jon Lau, Susan Ma (OEWD), Betsy Dietrich (City Attorney's Office), Courtney Bell, Xavier

Lema (Prologis), Dan Gershwin, Megan Jennings (Coblentz Patch Duffy & Bass LLP). No agreements reached.

35. January 21, 2025. Meeting to discuss general terms of Development Agreement. Attendees included, Betsy Dietrich (City Attorney's Office), Dan Gershwin, Megan Jennings (Coblentz Patch Duffy & Bass LLP). No agreements reached.

36. January 22, 2025. Meeting to discuss general terms of Development Agreement. Attendees included, Betsy Dietrich (City Attorney's Office), Dan Gershwin, Megan Jennings (Coblentz Patch Duffy & Bass LLP). No agreements reached.

37. February 24, 2025. Meeting to discuss general terms of Development Agreement. Attendees included, Betsy Dietrich, John Malamut (City Attorney's Office), Dan Gershwin, Megan Jennings (Coblentz Patch Duffy & Bass LLP). No agreements reached.

38. February 27, 2025. Meeting to discuss general terms of Infrastructure Plan. Attendees included, Jon Lau, Susan Ma (OEWD), Denny Phan (Infrastructure Task Force), Courtney Bell (Prologis), Brian Liles (Jackson Liles Architecture), Brian Scott (BKF). No agreements reached.

39. March 12, 2025. Meeting to discuss general terms of Development Agreement. Attendees included, Jon Lau, Susan Ma (OEWD), Betsy Dietrich (City Attorney's Office), Courtney Bell (Prologis), Dan Gershwin, Megan Jennings (Coblentz Patch Duffy & Bass LLP). No agreements reached.

40. March 19, 2025. Meeting to discuss general terms of Workforce Agreement. Attendees included, Jon Lau, Susan Ma (OEWD), Courtney Bell (Prologis). No agreements reached.

41. March 27, 2025. Meeting to discuss general terms of Development Agreement. Attendees included, Jon Lau, Susan Ma, Anne Taupier (OEWD), Courtney Bell (Prologis), Brian Liles, Chloe Hanna-Korpi (Jackson Liles Architecture), Dan Gershwin, Megan Jennings (Coblentz Patch Duffy & Bass LLP). No agreements reached.

42. April 10, 2025. Meeting to discuss general terms of Development Agreement. Attendees included, Betsy Dietrich (City Attorney's Office), Dan Gershwin (Coblentz Patch Duffy & Bass LLP). No agreements reached.

43. April 11, 2025. Meeting to discuss general terms of Development Agreement and Infrastructure Plan. Attendees included, Jon Lau, Susan Ma (OEWD), John Malamut (City Attorney's Office), Courtney Bell (Prologis), Brian Liles (Jackson Liles Architecture), Megan Jennings (Coblentz Patch Duffy & Bass LLP). Tentative agreement reached.

4. Conclusion.

We believe that both parties negotiated in good faith and the end result is a Project that, if constructed, will benefit the City.

This summary is prepared for information purposes only, and is not intended to change, supplant, or be used in the interpretation of, any provision of the Development Agreement. For any specific question or interpretation, or for any additional detail, reference should be made to the Development Agreement itself. I and my staff, as well as OEWD and the City Attorney's Office, are available to answer any questions that you may have regarding the Development Agreement or the negotiation process.

BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

NOTICE OF PUBLIC HEARING

LAND USE AND TRANSPORTATION COMMITTEE

BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors of the City and County of San Francisco's Land Use and Transportation Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

Date: **Monday, November 3, 2025**

Time: **1:30 p.m.**

Location: **Legislative Chamber, Room 250, located at City Hall**
1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102

Subject: **File No. 250426.** Ordinance amending the Planning Code and the Zoning Map to establish the San Francisco Gateway Special Use District generally bounded by Kirkwood Avenue to the northeast, Rankin Street to the southeast, McKinnon Avenue to the southwest, and Toland Street to the northwest; making findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and making findings of public necessity, convenience, and welfare under Planning Code, Section 302.

Subject: **File No. 250427.** Ordinance approving a Development Agreement between the City and County of San Francisco and Prologis, L.P., a Delaware limited partnership, for the development of an approximately 17.1-acre site located at Toland Street at Kirkwood Avenue with two multi-story production, distribution, and repair buildings in a core industrial area, including 1,646,000 square feet of production, distribution, and repair, space for non-retail sales and service, automotive, and retail uses, a rooftop solar array, ground-floor maker space, and streets built to City standard; making findings under the California Environmental Quality Act; making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making findings of public convenience, necessity, and welfare under Planning Code, Section 302; approving certain development impact fees for the Project and waiving certain Planning Code fees and requirements; confirming compliance with or waiving certain provisions of Labor and Employment Code, Articles 131, 132, 103, 104, and 106, and Administrative Code, Chapters 56, 14B, 82, 83, and 23; and ratifying certain actions taken in connection therewith, as defined herein.

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments. These comments will be added to the official public record in this matter and shall be brought to the attention of the Board of Supervisors. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA, 94102 or sent via email (bos@sfgov.org). Information relating to this matter is available with the Office of the Clerk of the Board or the Board of Supervisors' Legislative Research Center (https://sfbos.org/legislative-research-center-lrc). Agenda information relating to this matter will be available for public review on Friday, October 31, 2025.

For any questions about this hearing, please contact the Assistant Clerk for the Land Use and Transportation Committee:

John Carroll (john.carroll@sfgov.org ~ (415) 554-4445)

Angela Calvillo
Clerk of the Board of Supervisors
City and County of San Francisco

jec:bjj:ams

DATED ~ POSTED~ MAILED ~ PRINTED: October 24, 2025

San Francisco Examiner

PUBLIC NOTICES

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GOVERNMENT

NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO LAND USE AND TRANSPORTATION COMMITTEE MONDAY NOVEMBER 3, 2025 - 1:30 PM Legislative Chamber, Room 250, City Hall 1 Dr. Carlton B. Goodlett Place, San Francisco. CA 94102

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors of the City and County of San Francisco's Land Use and Transportation Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

File No. 250426. Ordinance amending the Planning Code and the Zoning Map to establish the San Francisco Gateway Special Use District generally bounded by Kirkwood Avenue to the northeast, Rankin Street to the southeast, McKinnon Avenue to the southwest, and Toland Street to the northwest; making findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and making findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 250427. Ordinance approving a Development Agreement between the City and County of San Francisco and Prologis, L.P., a Delaware limited partnership, for the development of an approximately 17.1-acre site located at Toland Street at Kirkwood Avenue with two multi-story production, distribution, and repair buildings in a core industrial area, including 1,646,000 square feet of production, distribution, and repair, space for non-retail sales and service, automotive, and retail uses, a rooftop solar array, ground-floor maker space, and streets built to City standard; making findings under the California Environmental Quality Act; making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making findings of public convenience, necessity, and welfare under Planning Code, Section 302; approving certain development impact fees for the Project and waiving certain Planning Code fees and requirements; confirming compliance with or waiving certain provisions of Labor and Employment Code, Articles 131, 132, 103, 104, and 106, and Administrative Code, Chapters 56, 14B, 82, 83, and 23; and ratifying certain actions taken in connection therewith, as defined herein.

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments. These comments will be added to the official public record in this matter and shall be brought to the attention of the Board of Supervisors. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA, 94102 or sent via email (bos@sfgov.org). Information relating to this matter is available with the Office of the Clerk of the Board or the Board of Supervisors' Legislative Research Center (https://sfbos.org/legislative-research-center-lrc). Agenda information relating to this matter will be available for public review on Friday, October 31, 2025.

For any questions about this hearing, please contact the Assistant Clerk for the Land Use and Transportation Committee: John Carroll (john.carroll@sfgov.org ~ (415) 554-4445)

EXM-3980535#

NOTICE OF REGULAR MEETING SAN FRANCISCO BOARD OF SUPERVISORS LAND USE AND TRANSPORTATION COMMITTEE CITY HALL, LEGISLATIVE CHAMBER, ROOM 250 1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA 94102 MONDAY, OCTOBER 27, 2025 - 1:30 PM

The agenda packet and legislative files are available for review at https://sfbos.org/legislative-research-center-lrc, in Room 244 at City Hall, or by calling (415) 554-5184.

EXM-3980421#

NOTICE OF REGULAR MEETING SAN FRANCISCO BOARD OF SUPERVISORS RULES COMMITTEE CITY HALL, LEGISLATIVE CHAMBER, ROOM 250 1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA 94102 October 27, 2025 – 10:00 AM

The agenda packet and legislative files are available for review at https://sfbos.org/legislative-research-center-lrc, in Room 244 at City Hall, or by calling (415) 554-5184.

EXM-3980018#

CIVIL

ORDER TO SHOW CAUSE FOR CHANGE OF NAME
Case No. CNC-25-560165
Superior Court of California, County of SAN FRANCISCO
Petition of: JORGE ARIEL SALAZAR VARGAS for Change of Name
TO ALL INTERESTED PERSONS:
Petitioner JORGE ARIEL SALAZAR VARGAS filed a petition with this court for a decree changing names as follows:
JORGE ARIEL SALAZAR VARGAS to ARIEL VARGAS FLORERO
The Court orders that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.
Notice of Hearing:
Date: NOVEMBER 20, 2025, Time: 9:00 A.M., Dept.: 103, Room: 103
The address of the court is 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102
(To appear remotely, check in advance of the hearing for information about how to do so on the court's website. To find your court's website, go to www.courts.ca.gov/find-my-court.htm.)
A copy of this Order to Show Cause must be published at least once each week for four successive weeks before the date set for hearing on the petition in a newspaper of general circulation, printed in this county: SAN FRANCISCO EXAMINER
Date: OCTOBER 6, 2025
MICHELLE TONG
Judge of the Superior Court
10/24, 10/31, 11/7, 11/14/25
CNS-3977377#
SAN FRANCISCO EXAMINER

ORDER TO SHOW CAUSE FOR CHANGE OF NAME
Case No. 25-CIV-0667
Superior Court of California, County of SAN MATEO
Petition of: MAY D XIAO for Change of Name
TO ALL INTERESTED PERSONS:
Petitioner MAY D XIAO filed a petition with this court for a decree changing names as follows:
MAY D XIAO to SAPTONPAN CHAVALITHAMRONG
The Court orders that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.
Notice of Hearing:
Date: 11/13/2025, Time: 9:00 A.M., Dept.: MC, Room: N/A
The address of the court is 400 COUNTY CENTER, REDWOOD CITY, CA 94063
(To appear remotely, check in advance of the hearing for information about how to do so on the court's website. To find your court's website, go to www.courts.ca.gov/find-my-court.htm.)
A copy of this Order to Show Cause must be published at least once each week for four successive weeks before the date set for hearing on the petition in a newspaper of general circulation, printed in this county: THE EXAMINER REDWOOD CITY TRIBUNE
Date: 9/15/2025

Judge of the Superior Court
10/10, 10/17, 10/24, 10/31/25
SPEN-3972772#
EXAMINER - REDWOOD CITY TRIBUNE

ORDER TO SHOW CAUSE FOR CHANGE OF NAME
Case No. 25-CIV-06720
Superior Court of California, County of SAN MATEO
Petition of: ADELA GOTZ & JONATHAN MICHAEL SOULIERE ON BEHALF OF RYAN SOULIERE, A MINOR for Change of Name
TO ALL INTERESTED PERSONS:
Petitioner ADELA GOTZ & JONATHAN MICHAEL SOULIERE ON BEHALF OF RYAN SOULIERE, A MINOR filed a petition with this court for a decree changing names as follows:
RYAN SOULIERE to EVAN SOULIERE
The Court orders that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.
Notice of Hearing:
Date: 11/13/2025, Time: 9:00 A.M., Dept.: MC, Room: N/A
The address of the court is 400 COUNTY CENTER, REDWOOD CITY, CA 94063
(To appear remotely, check in advance of the hearing for information about how to do so on the court's website. To find your court's website, go to www.courts.ca.gov/find-my-court.htm.)
A copy of this Order to Show Cause must be published at least once each week for four successive weeks before the date set for hearing on the petition in a newspaper of general circulation, printed in this county: THE EXAMINER - REDWOOD CITY TRIBUNE
Date: 9/22/2025
RACHEL HOLT
Judge of the Superior Court
10/10, 10/17, 10/24, 10/31/25
SPEN-3972771#
EXAMINER - REDWOOD CITY TRIBUNE

ORDER TO SHOW CAUSE FOR CHANGE OF NAME
Case No. 25-CIV-06825
Superior Court of California, County of SAN MATEO
Petition of: SHANGWEI LIN & CHIHYU HSU ON BEHALF OF CHIH-HSIEN LIN, A MINOR for Change of Name
TO ALL INTERESTED PERSONS:
Petitioner SHANGWEI LIN & CHIHYU HSU ON BEHALF OF CHIH-HSIEN LIN, A MINOR filed a petition with this court for a decree changing names as follows:
CHIH-HSIEN LIN to CHLOE CHIHHSIEN LIN
The Court orders that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.
Notice of Hearing:
Date: 11/12/2025, Time: 9:00 A.M., Dept.: MC, Room: N/A
The address of the court is 400 COUNTY CENTER, REDWOOD CITY, CA 94063
(To appear remotely, check in advance of the hearing for information about how to do so on the court's website. To find your court's website, go to www.courts.ca.gov/find-my-court.htm.)
A copy of this Order to Show Cause must be published at least once each week for four successive weeks before the date set for hearing on the petition in a newspaper of general circulation, printed in this county: THE EXAMINER REDWOOD CITY TRIBUNE
Date: 9/24/2025
RACHEL HOLT
Judge of the Superior Court
10/10, 10/17, 10/24, 10/31/25
SPEN-3972770#
EXAMINER - REDWOOD CITY TRIBUNE

ORDER TO SHOW CAUSE FOR CHANGE OF NAME
Case No. CNC-25-560120
Superior Court of California, County of San Francisco
Petition of: Azar Saeidi for Change of Name
TO ALL INTERESTED PERSONS:
Petitioner Azar Saeidi filed a petition with this court for a decree changing names as follows:
Azar Saeidi to Azar Sona Saeidi
The Court orders that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.
Notice of Hearing:
Date: 11/04/2025, Time: 9 am, Dept.: 103, Room: 103
The address of the court is 400 McAllister Street San Francisco, CA-94102
A copy of this Order to Show Cause shall be published at least once each week for four successive weeks prior to the date set for hearing on the petition in the following newspaper of general circulation, printed in this county: - SAN FRANCISCO EXAMINER
Date: 09/18/2025
Michelle Tong
Judge of the Superior Court
9/26, 10/3, 10/10, 10/17/25
CNS-3971228#

ORDER TO SHOW CAUSE FOR CHANGE OF NAME
Case No. CNC-25-560132
Superior Court of California, County of SAN FRANCISCO
Petition of: JORDAN SUGAR-CARLSGAARD ON BEHALF OF MONROE MARGOT SUGAR-PICKLES, A MINOR for Change of Name
TO ALL INTERESTED PERSONS:
Petitioner JORDAN SUGAR-CARLSGAARD filed a petition with this court for a decree changing names as follows:
MONROE MARGOT SUGAR-PICKLES to MONROE MARGOT SUGAR
The Court orders that all persons interested in this matter appear before this court at the hearing indicated below to show cause, if any, why the petition for change of name should not be granted. Any person objecting to the name changes described above must file a written objection that includes the reasons for the objection at least two court days before the matter is scheduled to be heard and must appear at the hearing to show cause why the petition should not be granted. If no written objection is timely filed, the court may grant the petition without a hearing.
Notice of Hearing:
Date: NOVEMBER 6, 2025, Time: 9:00 A.M., Dept.: 103, Room: 103
The address of the court is 400 MCALLISTER STREET, SAN FRANCISCO, CA 94102
(To appear remotely, check in advance of the hearing for information about how to do so on the court's website. To find your court's website, go to www.courts.ca.gov/find-my-court.htm.)
A copy of this Order to Show Cause must be published at least once each week for four successive weeks before the date set for hearing on the petition in a newspaper of general circulation, printed in this county: SAN FRANCISCO EXAMINER
Date: SEPTEMBER 23, 2025
MICHELLE TONG
Judge of the Superior Court
10/3, 10/10, 10/17, 10/24/25
CNS-3971201#
SAN FRANCISCO EXAMINER

FICTITIOUS BUSINESS NAMES

FICTITIOUS BUSINESS NAME STATEMENT
File No. M-301925
The following person(s) is (are) doing business as:
LOVE SAGE, 2026 MONROE AVE, BELMONT, CA 94002 County of SAN MATEO
HAILEY PAGAN, 2026 MONROE AVE, BELMONT, CA 94002
This business is conducted by AN INDIVIDUAL
The registrant(s) commenced to transact business under the fictitious business name or names listed above on N/A.
I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)
S/ HAILEY PAGAN - OWNER
This statement was filed with the County Clerk of San Mateo County on 10/16/2025.
Mark Church, County Clerk
[Deputy], Deputy
Original
10/24, 10/31, 11/7, 11/14/25
NPEN-3979074#
EXAMINER - BOUTIQUE & VILLAGER

FICTITIOUS BUSINESS NAME STATEMENT
File No. M-301890
The following person(s) is (are) doing business as:
Purpose Made Design, 1259 El Camino Real, Unit 1336, Menlo Park, CA 94025 County of XXX
Mailing Address: 1259 El Camino Real, Unit 1336, Menlo Park, CA 94025
Sean McCusker, 1259 El Camino Real, Unit 1336, Menlo Park, CA 94025
This business is conducted by an Individual
The registrant(s) commenced to transact business under the fictitious business name or names listed above on N/A.
I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)
S/ Sean McCusker,
This statement was filed with the County Clerk of San Mateo County on 10/09/2025.
Mark Church, County Clerk
[Deputy], Deputy
Original
10/17, 10/24, 10/31, 11/7/25
NPEN-3976921#
EXAMINER - BOUTIQUE & VILLAGER

FICTITIOUS BUSINESS NAME STATEMENT
File No. M-301785
The following person(s) is (are) doing business as:
1. FOCUS PARTNERS | WEALTH, 2. FOCUS PARTNERS | RETIREMENT SOLUTIONS, 3. FOCUS PARTNERS | INSTITUTIONAL, 1550 EL CAMINO REAL ,SUITE 100, MENLO PARK, CA 94025, MAILING ADDRESS: 875 THIRD AVENUE, 28TH FLOOR, NEW YORK, NY 10022 County of SAN MATEO
FOCUS PARTNERS WEALTH, LLC, 875 THIRD AVENUE, 28TH FLOOR, NEW YORK, NY 10022
This business is conducted by A LIMITED LIABILITY COMPANY
STATE OF ORGANIZIATION: DELAWARE
The registrant(s) commenced to transact business under the fictitious business name or names listed above on N/A.
I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)
S/ GREGORY WOODS - GENERAL COUNSEL OF FOCUS OPERATING, LLC MANAGER OF FOCUS PARTNERS WEALTH, LLC
This statement was filed with the County Clerk of San Mateo County on 09/30/2025.
Mark Church, County Clerk
10/10, 10/17, 10/24, 10/31/25
NPEN-3975647#
EXAMINER - BOUTIQUE & VILLAGER

FICTITIOUS BUSINESS NAME STATEMENT
File No. 2025-0407448
Fictitious Business Name(s)/ Trade Name (DBA):
VESSTRA, 1937 17TH AVE, SAN FRANCISCO, CA 94116 County of SAN FRANCISCO
MAILING ADDRESS: 2549 IRVING ST., #1004, SAN FRANCISCO, CA 94122
Registered Owner(s):
SVETLANA VESTEL, 1937 17TH AVE, SAN FRANCISCO, CA 94116
This business is conducted by: AN INDIVIDUAL
The registrant commenced to transact business under the fictitious business name or names listed above on N/A.
I declare that all information in this statement is true and correct. (A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions code that the registrant knows to be false is guilty of a misdemeanor punishable by a fine not to exceed one thousand dollars ($1,000).)
S/ SVETLANA VESTEL
This statement was filed with the County Clerk of San Francisco County on 10/03/2025.
NOTICE-In accordance with Subdivision (a) of Section 17920, a Fictitious Name Statement generally expires at the end of five years from the date on which it was filed in the office of the County Clerk, except, as provided in Subdivision (b) of Section 17920, where it expires 40 days after any change in the facts set forth in the statement pursuant to Section 17913 other than a change in the residence address of a registered owner. A new Fictitious Business Name Statement must be filed before the expiration. The filing of this statement does not of itself authorize the use in this state of a Fictitious Business Name in violation of the rights of another under federal, state, or common law (See Section 14411 et seq., Business and Professions Code).
10/10, 10/17, 10/24, 10/31/25
CNS-3975259#
SAN FRANCISCO EXAMINER

FICTITIOUS BUSINESS NAME STATEMENT
File No. M-301904
The following person(s) is (are) doing business as:
BRIDGET HAHN, 733 OLD COUNTY ROAD APT C, BELMONT, CA 94002 County of SAN MATEO
BRIDGET HAHN, 733 OLD COUNTY ROAD APT C, BELMONT, CA 94002
This business is conducted by an Individual
The registrant(s) commenced to transact business under the fictitious business name or names listed above on 09/18/2025.
I declare that all information in this statement is true and correct. (A registrant who declares as true information which he or she knows to be false is guilty of a crime.)
S/ BRIDGET HAHN,
This statement was filed with the County Clerk of San Mateo County on 10/14/2025.
Mark Church, County Clerk
KAMILLE SANTOS, Deputy
Original
10/24, 10/31, 11/7, 11/14/25
NPEN-3975186#
EXAMINER - BOUTIQUE & VILLAGER

FICTITIOUS BUSINESS NAME STATEMENT
File No. 2025-0407217
Fictitious Business Name(s)/ Trade Name (DBA):
OMEN & AETHER, 1640 KIRKHAM ST APT 8, SAN FRANCISCO, CA 94122 County of SAN FRANCISCO
Registered Owner(s):
MARIA KEEHN, 1640 KIRKHAM ST APT 8, SAN FRANCISCO, CA 94122
This business is conducted by: AN INDIVIDUAL
The registrant commenced to transact business under the fictitious business name or names listed above on 9/02/2025.
I declare that all information in this statement is true and correct. (A registrant who declares as true any material matter pursuant to Section 17913 of the Business and Professions code that the registrant knows to be false is guilty of a misdemeanor

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CCSF BD OF SUPERVISORS (OFFICIAL NOTICES)
1 DR CARLTON B GOODLETT PL #244
SAN FRANCISCO, CA 94102

EXM# 3980535

COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE

Ad Description
JEC - LUT HEARING - NOVEMBER 3, 2025 - FILE NOS. 250426 and 250427

To the right is a copy of the notice you sent to us for publication in the SAN FRANCISCO EXAMINER. Thank you for using our newspaper. Please read this notice carefully and call us with ny corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

10/24/2025

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	$831.60
Set aside for CCSF Outreach Fund	$92.40
Total	$924.00

NOTICE OF PUBLIC HEARING BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO LAND USE AND TRANSPORTATION COMMITTEE MONDAY NOVEMBER 3, 2025 - 1:30 PM Legislative Chamber, Room 250, City Hall 1 Dr. Carlton B. Goodlett Place, San Francisco. CA 94102

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors of the City and County of San Francisco's Land Use and Transportation Committee will hold a public hearing to consider the following proposal and said public hearing will be held as follows, at which time all interested parties may attend and be heard:

File No. 250426. Ordinance amending the Planning Code and the Zoning Map to establish the San Francisco Gateway Special Use District generally bounded by Kirkwood Avenue to the northeast, Rankin Street to the southeast, McKinnon Avenue to the southwest, and Toland Street to the northwest; making findings under the California Environmental Quality Act; making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1; and making findings of public necessity, convenience, and welfare under Planning Code, Section 302.

File No. 250427. Ordinance approving a Development Agreement between the City and County of San Francisco and Prologis, L.P., a Delaware limited partnership, for the development of an approximately 17.1-acre site located at Toland Street at Kirkwood Avenue with two multi-story production, distribution, and repair buildings in a core industrial area, including 1,646,000 square feet of production, distribution, and repair, space for non-retail sales and service, automotive, and retail uses, a rooftop solar array, ground-floor maker space, and streets built to City standard; making findings under the California Environmental Quality Act; making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making findings of public convenience, necessity, and welfare under Planning Code, Section 302; approving certain development impact fees for the Project and waiving certain Planning Code fees and requirements; confirming compliance with or waiving certain provisions of Labor and Employment Code, Articles 131, 132, 103, 104, and 106, and Administrative Code, Chapters 56, 14B, 82, 83, and 23; and ratifying certain actions taken in connection therewith, as defined herein.

In accordance with Administrative Code, Section 67.7-1, persons who are unable to attend the hearing on this matter may submit written comments. These comments will be added to the official public record in this matter and shall be brought to the attention of the Board of Supervisors. Written comments should be addressed to Angela Calvillo, Clerk of the Board, City Hall, 1 Dr. Carlton B. Goodlett Place, Room 244, San Francisco, CA, 94102 or sent via email (bos@sfgov.org). Information relating to this matter is available with the Office of the Clerk of the Board or the Board of Supervisors' Legislative Research Center (https://sfbos.org/legislative-research-center-lrc). Agenda information relating to this matter will be available for public review on Friday, October 31, 2025.

For any questions about this hearing, please contact the Assistant Clerk for the Land Use and Transportation Committee: John Carroll (john.carroll@sfgov.org ~ (415) 554-4445)

EXM-3980535#

A00000072346 12

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 250427

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of $100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: https://sfethics.org/compliance/city-officers/contract-approval-city-officers

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (*for amendment only*)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	**EMAIL**
Office of the Clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Susan Ma	415.554.6648
FULL DEPARTMENT NAME	**DEPARTMENT CONTACT EMAIL**
ECN Office of Economic and Workforce Develo	susan.ma@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Prologis, L.P.	**TELEPHONE NUMBER** 415-394-9000
STREET ADDRESS (including City, State and Zip Code) Pier 1, Bay 1 San Francisco, California 94111	**EMAIL** legalnotice@prologis.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	**ORIGINAL BID/RFP NUMBER**	**FILE NUMBER (*If applicable*)** 250427
DESCRIPTION OF AMOUNT OF CONTRACT N/A		
NATURE OF THE CONTRACT *(Please describe)* Development Agreement with City and County of San Francisco		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	**THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM**
☒	**A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES** Board of Supervisors
☐	**THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS**

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Prologis, Inc.		Shareholder
2	Bita	Christina	Board of Directors
3	Connor	Jim	Board of Directors
4	Fotiades	George	Board of Directors
5	Kennard	Lydia	Board of Directors
6	Lyons III	Irving	Board of Directors
7	Metcalfe	Guy	Board of Directors
8	Modjtabai	Avid	Board of Directors
9	O'Connor	David	Board of Directors
10	Piani	Olivier	Board of Directors
11	Webb	Carl	Board of Directors
12	Moghadam	Hamid	CEO
13	Letter	Dan	Other Principal Officer
14	Arndt	Tim	CFO
15	Andrus	Carter	COO
16			
17			
18			
19			

9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
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9. AFFILIATES AND SUBCONTRACTORS			
List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.			
#	**LAST NAME/ENTITY/SUBCONTRACTOR**	**FIRST NAME**	**TYPE**
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50			
☐	Check this box if you need to include additional names. Please submit a separate form with complete information. Select "Supplemental" for filing type.		

10. VERIFICATION	
I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete. **I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**	
SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK BOS Clerk of the Board	**DATE SIGNED**

Introduction Form

(by a Member of the Board of Supervisors or the Mayor)

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

- ☐ 1. For reference to Committee (Ordinance, Resolution, Motion or Charter Amendment)
- ☐ 2. Request for next printed agenda (For Adoption Without Committee Reference)
  (Routine, non-controversial and/or commendatory matters only)
- ☐ 3. Request for Hearing on a subject matter at Committee
- ☐ 4. Request for Letter beginning with "Supervisor _____ inquires…"
- ☐ 5. City Attorney Request
- ☐ 6. Call File No. _____ from Committee.
- ☐ 7. Budget and Legislative Analyst Request (attached written Motion)
- ■ 8. Substitute Legislation File No. 250427
- ☐ 9. Reactivate File No. _____
- ☐ 10. Topic submitted for Mayoral Appearance before the Board on _____

The proposed legislation should be forwarded to the following (please check all appropriate boxes):

☐ Small Business Commission ☐ Youth Commission ☐ Ethics Commission

■ Planning Commission ☐ Building Inspection Commission ☐ Human Resources Department

General Plan Referral sent to the Planning Department (proposed legislation subject to Charter 4.105 & Admin 2A.53):

☐ Yes ☐ No

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

Sponsor(s):

Walton, Engardio, Fielder, Chen, Melgar, Dorsey

Subject:

[Development Agreement - Prologis, L.P. - San Francisco Gateway Project - Toland Street at Kirkwood Avenue

Long Title or text listed:

Ordinance approving a Development Agreement between the City and County of San Francisco and Prologis, L.P., a Delaware limited partnership, for the development of an approximately 17.1-acre site located at Toland Street at Kirkwood Avenue with two multi-story production, distribution, and repair buildings in a core industrial area, including 1,646,000 square feet of production, distribution, and repair, space for non-retail sales and service, automotive, and retail uses, a rooftop solar array, ground-floor maker space, and streets built to City standard; making findings under the California Environmental Quality Act; making findings of conformity with the General Plan, and with the eight priority policies of Planning Code, Section 101.1(b); making findings of public convenience, necessity, and welfare under Planning Code, Section 302; approving certain development impact fees for the Project and waiving certain Planning Code fees and requirements; and confirming compliance with or waiving certain provisions of Labor and Employment Code Articles 131, 132, 103, 104, and 106 and Administrative Code, Chapter 56, Chapter 14B, Chapter 82, Chapter 83, and Chapter 23; and ratifying certain actions taken in connection therewith, as defined herein.

Signature of Sponsoring Supervisor: /s/ Shamann Walton