

1 [Subdivision Code – Candlestick Point and Hunters Point Shipyard.]

2

3 **Ordinance amending the Hunters Point Shipyard Subdivision Code to rename the**
 4 **Code's Division 3 title and make various amendments pertaining to the subdivision**
 5 **process in Phase 2 of the Hunters Point Shipyard Redevelopment Plan and Zone 1 of**
 6 **the Bayview Hunters Point Redevelopment Project Area, including the establishment of**
 7 **a procedure for reviewing and filing vesting tentative transfer maps; and making**
 8 **environmental findings.**

9 NOTE: Additions are *single-underline italics Times New Roman*;
 10 deletions are ~~*strike-through italics Times New Roman*~~.
 11 Board amendment additions are double-underlined;
 Board amendment deletions are ~~strike through normal~~.

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

13 Section 1. Findings.

14 A. In conjunction with Ordinances to amend the Hunters Point Shipyard
 15 Redevelopment Plan and the Bayview Hunters Point Redevelopment Plan, copies of which
 16 are on file with the Clerk of the Board of Supervisors in File Nos. _____,
 17 this Ordinance amends the San Francisco Subdivision Code in regard to the Candlestick
 18 Point/Hunters Point Shipyard subdivision area.

19 B. In accordance with the actions contemplated herein, this Board adopted Resolution
 20 No. _____, concerning findings pursuant to the California Environmental Quality
 21 Act (California Public Resources Code sections 21000 et seq.). Said Resolution is on file
 22 with the Clerk of the Board of Supervisors in File No. _____ and is incorporated
 23 herein by reference.

24 Section 2. The San Francisco Subdivision Code is hereby amended by amending the
 25 title of Division 3, Sections 1600, 1601, 1602, 1603, 1604, 1604.1, 1607, 1609, 1612.1,

1 1612.2, 1613, 1621, 1624, 1625, 1626, 1627, 1628, 1630, 1632, 1633.1, 1633.2, 1633.3,
2 1633.4, 1634, 1635, 1645, 1646, 1647, 1648, 1649.1, 1651, 1651.1, 1651.2, 1655.1, 1657,
3 1661, and 1670, to read as follows:

4 **DIVISION 3: CANDLESTICK POINT/HUNTERS POINT SHIPYARD SUBDIVISION CODE**

5 **SEC. 1600. TITLE.**

6 This Chapter shall be known as the "Subdivision Code of the City and County of
7 San Francisco for ~~the~~ Candlestick Point/Hunters Point Shipyard ~~Project Area~~" (hereinafter
8 referred to as this "Code") and applies only to the areas designated as the Candlestick
9 Point/Hunters Point Shipyard Redevelopment ~~Project~~ Subdivision Area (~~hereinafter also~~ referred
10 to as the "~~Hunters Point Shipyard Project~~ Subdivision Area"), *which is comprised of both: 1) the*
11 *Hunters Point Shipyard Plan Area as identified in the Hunters Point Shipyard Redevelopment Plan;*
12 *and 2) Zone 1 of the Bayview Hunters Point Redevelopment Project Area as identified in the Bayview*
13 *Hunters Point Redevelopment Plan.*

14 **SEC. 1601. AUTHORITY AND MANDATE.**

15 (a) This Code is adopted pursuant to the Subdivision Map Act of California, Title 7,
16 Division 2 of the Government Code, commencing with Section 66410 (hereinafter referred to
17 as "SMA").

18 (b) Any amendments to SMA, adopted subsequent to the effective date of this
19 Code, shall not invalidate any provisions of this Code. Any amendments to SMA that may be
20 inconsistent with this Code shall govern.

21 (c) Subject to the procedures and requirements for development in the Candlestick
22 Point/Hunters Point Shipyard ~~Project~~Subdivision Area set forth in the Plan and Plan
23 Documents, as defined herein, this Code shall govern in relation to all other City regulations to
24 the extent such regulations are inconsistent. Except as required by the SMA, in the event of
25 any inconsistency or conflict between the provisions of this Code and the Plan,, the Plan and

1 Plan Documents shall control. All applications for Tentative Maps, Vesting Tentative Maps,
2 Parcel Maps and Final Maps shall be consistent with the Plan and Plan Documents.

3 (d) This Code and the regulations adopted pursuant to this Code shall apply to all
4 subdivisions hereafter made entirely or partially within the Candlestick Point/Hunters Point
5 Shipyard ~~Project~~Subdivision Area. This Code shall be effective until the later of the termination
6 of the Hunters Point Shipyard Redevelopment Plan or Bayview Hunters Point Redevelopment Plan,
7 including any modifications or extensions thereof. Upon termination all the subdivisions in the
8 Candlestick Point/Hunters Point Shipyard ~~Project~~Subdivision Area shall be governed by the San
9 Francisco Subdivision Code and applicable regulations unless otherwise specified.

10 **SEC. 1602. PURPOSES.**

11 (a) This Code is enacted to establish procedures and requirements for the control
12 and approval of subdivision development within the Candlestick Point/Hunters Point Shipyard
13 ~~Project~~Subdivision Area of the City and County of San Francisco in accordance with SMA and
14 the Plans and Plan Documents.

15 (b) This Code is enacted to accomplish the following purposes in accordance with
16 the procedures and requirements for the control and approval of development of the
17 ~~Project~~Subdivision Area as set forth in the Plans and Plan Documents:

18 (1) To provide policies, standards, requirements, and procedures to regulate and
19 control the design and improvement of all subdivisions within the Candlestick Point/Hunters
20 Point Shipyard ~~Project~~Subdivision Area, and to ensure that all subdivisions are built to City
21 standards consistent with the Plans and Plan Documents;

22 (2) To assist in implementing the objectives, policies, and programs of the General
23 Plan by ensuring that all proposed subdivisions, together with the provisions for their design
24 and improvement, are consistent with the General Plan of the City;

25

1 (3) To preserve and protect, to the maximum extent possible, the unique and
2 valuable natural resources and amenities of the City's environment, including topographic and
3 geologic features, open space lands, waterfront recreational areas, fish and wildlife habitats,
4 historical and cultural places, and scenic vistas and attractions; and, to maximize the public's
5 access to and enjoyment of such resources and amenities through the dedication or
6 continuance of applicable easements thereto;

7 (4) To relate land use intensity and population density to existing development,
8 street capacity and traffic access, the slope of the natural terrain, and the availability of public
9 facilities and utilities and open space;

10 (5) To provide lots of sufficient size and appropriate design for the purposes for
11 which they are to be used;

12 (6) To provide streets of adequate capacity and design for anticipated uses and to
13 ensure maximum safety for pedestrians and vehicles;

14 (7) To ensure adequate access to each building parcel;

15 (8) To provide sidewalks, and where needed, pedestrian ways, biking paths, and
16 jogging trails for the safety, convenience, and enjoyment of the residents of new
17 developments;

18 (9) To provide adequate systems of water supply, sanitary sewage disposal, storm
19 drainage, street lighting, and other utilities needed for the public health, safety and
20 convenience;

21 (10) To provide adequate sites for public facilities needed to serve the residents of
22 new developments;

23 (11) To ensure that land is subdivided in a manner that will promote the public health,
24 safety, convenience, and general welfare in conformance with the General Plan, *and* the
25 Hunters Point Shipyard Redevelopment Plan, *and the Bayview Hunters Point Redevelopment Plan.*

1 **SEC. 1603. SCOPE.**

2 (a) This Code supplements SMA, prescribing rules, regulations and procedures
3 authorized therein.

4 (b) The necessity for Tentative Maps, Final Maps and Parcel Maps shall be
5 governed by this Section and SMA.

6 (c) For subdivisions creating five or more parcels or units, a Tentative Map and a
7 Final Map shall be required pursuant to this Code and SMA.

8 (1) A Tentative Map and a Final Map shall be required for all such subdivisions
9 except those coming within the exceptions set forth in Section 66426 of SMA.

10 (2) A Tentative Map and a Parcel Map shall be required for all subdivisions coming
11 within the exceptions set forth in Section 66426 of SMA.

12 (d) For subdivisions creating fewer than five parcels or units, no Tentative Map shall
13 be required except as provided in Section 1633.1(a) for Vesting Tentative Maps and except
14 where the Director deems a Tentative Map would be appropriate and the applicable City
15 ~~Regulations~~ for the subject property would permit development at a density such that the
16 subject property, or any portion thereof, may be resubdivided in a manner which would
17 ultimately permit five or more parcels on the subject property. In all other subdivisions creating
18 fewer than five parcels or units, a Parcel Map containing the information specified by
19 Section 1659 of this Code and SMA shall be required. Said Parcel Map shall be filed with the
20 Director and recorded according to the procedure set forth in Sections 1660 through 1664 of
21 this Code.

22 (e) No Tentative Map, Final Map or Parcel Map shall be required for those specific
23 types of subdivision~~s~~ exempted by Sections 66412 and 66428 of SMA; provided, however,
24 that with respect to subdivisions described in Subsection (h) of Section 66412 of the SMA,
25 certification pursuant to the provisions of Section 1397 must be obtained.

1 (f) The Director may waive the requirement of a Parcel Map for any improved or
2 unimproved land shown on the latest equalized County assessment roll as contiguous units or
3 parcels where the units or parcels have been subdivided legally and comply with the
4 requirements as to lot width and area, improvement and design, floodwater drainage control,
5 appropriate improved public roads, sanitary disposal facilities, water supply availability and
6 environmental protection.

7 (g) Nothing herein shall preclude the approval and filing of Subdivision Maps for
8 purposes of financing and conveyancing only as provided in Section 1612.1 herein.

9 **SEC. 1604. ENFORCEMENT.**

10 (a) It is unlawful for any person, firm, corporation, partnership or association to offer
11 or contract to sell, lease, finance, or construct any building for sale, lease or financing on any
12 parcel or parcels of real property for which a Final Map or a Parcel Map is required unless and
13 until a Final Map or Parcel Map in full compliance with the provisions of this Code and SMA,
14 has been duly recorded in the office of the Recorder. This Section does not prohibit an offer or
15 contract to sell, lease, or finance any parcel or parcels of real property where the sale, lease
16 or financing is expressly conditioned upon the filing, approval and recordation of a Final or
17 Parcel Map, where the SMA otherwise allows an offer or contract to sell, lease, or finance, or
18 where the SMA is inapplicable.

19 (b) All departments, officials and public employees of the City, City ~~at~~ Agencies or the
20 agency vested with the duty or authority to approve or issue permits, shall act consistent with
21 the provisions of this Code, the Plan, and the Plan Documents and shall neither approve nor
22 issue any permit or license for use, construction, or purpose in conflict with the provisions of
23 this Code, the Plan and the Plan Documents. Any such permit or license issued in conflict with
24 the provisions of this Code, Plan and the Plan Documents shall be null and void. No
25 conditions shall be imposed on or in connection with Tentative Maps, Vesting Tentative Maps,

1 Parcel Maps or Final Maps, including improvements plans and ~~i~~Improvement ~~a~~A greements,
2 that conflict with the Plan and Plan Documents.

3 (c) Any Subdivider, agent of a Subdivider, successor in interest of a Subdivider,
4 tenant, purchaser, builder, contractor or other person who violates any of the provisions of this
5 Code or any conditions imposed pursuant to this Code, or who knowingly submits incorrect
6 information to endeavor to mislead or misdirect efforts by City ~~a~~Agencies in the administration
7 of this Code, shall be deemed guilty of a misdemeanor and upon conviction thereof shall be
8 fined in an amount not exceeding \$2,000 or be imprisoned for a period not exceeding six
9 months or be both so fined and imprisoned. Each day such violation is committed or permitted
10 to continue shall constitute a separate offense and shall be punishable as such hereunder.

11 (d) The Director shall have the authority to enforce this Code against violations
12 thereof in accordance with Chapter 7, Sections 66499.30 et seq. of the SMA. The City shall
13 not issue a permit or grant any approval necessary to develop any real property which has
14 been divided, or which has resulted from a division, in violation of the provisions of this Code
15 or the SMA if it finds that development of the real property is contrary to the public health,
16 safety or welfare. The authority to deny a permit or approval shall apply whether the
17 ~~a~~Applicant was the owner of the real property at the time of the violation or whether the
18 ~~a~~Applicant is the current owner of the real property, with or without actual or constructive
19 knowledge of the violation at the time of the acquisition of interest in the real property.
20 Whenever the City has knowledge that property has been divided in violation of the provisions
21 of the SMA or this Code, the Director shall process a notice of violation and meet and confer
22 with the owner pursuant to SMA Section 66499.36.

23 **SEC. 1604.1. CERTIFICATE OF COMPLIANCE.**

24 (a) Any person owning real property or a vendee of that person pursuant to a
25 contract of sale of the real property, may request the Director to determine whether the real

1 property complies with the provisions of this Chapter and the SMA. The Director shall forward
2 the request to the City Attorney for review.

3 (b) Upon making a determination of compliance, the Director shall, in accordance
4 with Section 66499.35 of the SMA, cause a certificate or conditional certificate of compliance
5 to be filed for record with the County Recorder. The certificate of compliance shall identify the
6 real property and shall state that the division of land complies with applicable provisions of the
7 City ~~#~~Regulations and the SMA.

8 (c) A recorded Final or Parcel Map shall constitute a certificate of compliance with
9 respect to the parcels of real property described therein.

10 (d) If the Director determines that the real property does not comply with the
11 provisions of this Code or the SMA the Director shall issue a conditional certificate of
12 compliance. In issuing a conditional certificate of compliance the Director may impose such
13 conditions (including but not limited to filing an application for a corrected Tentative, Final or
14 Parcel Map) as would have been applicable to the division of the property at the time the
15 ~~#~~Applicant acquired his or her interest therein, and which had been established at such time
16 by this Code or the SMA. Where the ~~#~~Applicant was the owner of record at the time of the
17 initial violation of the provisions of this division or of local ordinances enacted pursuant thereto
18 who by a grant of real property created a parcel or parcels in violation of this Code or the
19 SMA, and that person is the current owner of record of one or more of the parcels which were
20 created as a result of the grant on violation of this Code or the SMA, then the Director may
21 impose any conditions which would have been applicable to a current division of the property.

22 **SEC. 1607. GOVERNMENT AGENCIES AND REDEVELOPMENT PLANS.**

23 (a) "Advisory Agency" means the Director of the City Department of Public Works.

24 (b) "Agency" means the Redevelopment Agency of the City and County of San
25 Francisco.

1 (c) "Agency Housing Parcels" means the parcels to be retained by the Agency as
2 designated in the Disposition and Development Agreement for Hunters Point Phase I.

3 (d) "Agency Parcels" means, collectively, the Agency Housing Parcels, Community
4 Facility Parcels and Open Space, as defined herein.

5 (e) "Bureau of Engineering" means the City Bureau of Engineering of the
6 Department of Public Works.

7 (f) "City" means the City and County of San Francisco.

8 (g) "City ~~and~~ Agencies" means the City and, where appropriate, all City departments,
9 agencies, boards, commissions, and bureaus with subdivision or other permit, entitlement,
10 review or approval authority or jurisdiction over any major phase or project in the Candlestick
11 Point/Hunters Point Shipyard ~~Project~~Subdivision Area or any portion thereof

12 (h) "City ~~and~~ Regulations" shall mean ordinances, resolutions, initiatives, rules, regulations,
13 and other official City and Agency policies applicable to and governing the overall design,
14 construction, fees, use, or other aspects of development within the Subdivision Area ~~(i) those City land~~
15 ~~use codes, including without limitation its Building Code, Fire Code, Planning Code~~ (to the extent
16 applicable ~~in accordance with~~ pursuant to the Hunters Point Shipyard Redevelopment Plan
17 ~~Design for Development), Public Works Code, Subdivision Code, Health Code, Environment Code and~~
18 ~~General Plan; (ii) those ordinances, rules, regulations and official policies adopted thereunder, and~~
19 ~~(iii) all those ordinances, rules, regulations, official policies and plans governing zoning, subdivisions~~
20 ~~and subdivision design, land use, rate of development, density, building size, public improvements and~~
21 ~~dedications, construction standards, new construction and use, design standards, permit restrictions,~~
22 ~~development fees or exactions, terms and conditions of occupancy, or environmental guidelines or~~
23 ~~review, including those relating to hazardous substances, pertaining to~~ and the Bayview Hunters
24 Point Redevelopment Plan ~~Area, as adopted and amended by the City from time to time.~~

25 (i) "Clerk" means the Clerk of the Board of Supervisors for the City.

1 (j) "Community Facility Parcels" means the parcels retained by the Agency and
2 designated for ultimate disposition for community development or community facilities, as
3 designated in the Disposition and Development Agreement for Hunters Point Phase I, and as
4 may be designated in subsequent disposition and development agreements.

5 (k) "County," "City," "City and County," "Municipality" and "Local Agency" mean the
6 City and County of San Francisco.

7 (l) "County Surveyor," "County Engineer" and "City Engineer" mean the Director
8 and his staff.

9 (m) "Department of Building Inspection" and "DBI" mean the City Department of
10 Building Inspection.

11 (n) "Department of Public Works" means the City Department of Public Works.

12 (o) "Director" means the Director of the City Department of Public Works.

13 (p) "Governing Body," "Legislative Body" and "Board" mean the City Board of
14 Supervisors.

15 (q) "Government ~~a~~Agencies" means State, federal, regional or local governmental
16 agencies, other than City ~~a~~Agencies, having or claiming jurisdiction over all or portions of the
17 Candlestick Point/Hunters Point Shipyard ~~Project~~Subdivision Area or aspects of its development.

18 (r) "Open Space" means the parcels retained by the Agency and designated for
19 public recreation and other open space uses, as designated in the Disposition and
20 Development Agreement for Hunters Point Phase I, and as may be designated in subsequent
21 disposition and development agreements.

22 (s) "Plan Documents" means ~~the Plan and its~~ either the Hunters Point Shipyard
23 Redevelopment Plan or the Bayview Hunters Point Redevelopment Plan, as applicable, depending on
24 the location of the property to be subdivided, and their implementing documents, including without
25 limitation, the City Regulations, this Code and the Subdivision Regulations adopted

1 hereunder, disposition and development agreements, owner participation agreements, and
2 the ~~design for development~~ applicable Design for Development documents.

3 (t) "Plan" means the ~~Redevelopment Plan for~~ Hunters Point Shipyard Redevelopment
4 Plan or the Bayview Hunters Point Redevelopment Plan. References to a Plan shall mean whichever of
5 the two plans identified above applies to the property that is the subject of the proposed Subdivision or
6 other application.

7 (u) "Planning Department" means the City Department of Planning.

8 (v) "Planning Director" shall mean the City Director of Planning.

9 (w) ~~"Project Area" or "Hunters Point Shipyard Project Area" includes all of the Plan Area~~
10 ~~as described in the Hunters Point Shipyard Redevelopment Plan.~~

11 (x) — "Subdivider" or "~~a~~ Applicant" shall mean the owner of real property, or the
12 owner's authorized agent or representative, who applies for, or obtains, approval to subdivide
13 such real property.

14 (y ~~x~~) "Subdivision" shall mean, in accordance with Government Code Section 66424
15 and subject to the exclusions described in the SMA, including Government Code
16 Section 66412, the division of any improved or unimproved land, shown on the latest
17 equalized County assessment roll as a unit or as contiguous units, for the purpose of sale,
18 lease or financing, whether immediate or future. Property shall be considered as contiguous
19 units, even if it is separated by roads, streets, utility easements or railroad rights-of-way.
20 Subdivision includes a condominium project, as defined in Section 1351(f) of the California
21 Civil Code or a community apartment project, as defined in Section 1351(d) of the California
22 Civil Code. Any conveyance of land to a governmental agency, public entity, public utility or
23 subsidiary of a public utility for rights-of-way shall not be considered a division of land for
24 purposes of computing the number of lots. Subdivision does not include a lot line adjustment.

1 (g) "Tentative Map" shall mean a map made for the purpose of showing the design
2 of a proposed subdivision and the existing conditions in and around it; such a map need not
3 be based upon an accurate or detailed final survey of the property.

4 (h) "Vesting Tentative Map" shall mean a tentative map which has been filed,
5 processed and approved in accordance with the Vesting Tentative Map Statute, Government
6 Code Section 66498.1 et seq., and this Code and which shall have at the time of filing printed
7 conspicuously on its face the words "Vesting Tentative Map."

8 **SEC. 1611. SUBDIVISION REGULATIONS.**

9 (a) The Director, with the assistance of other City Agencies, shall prepare and
10 publish the Hunters Point Shipyard Subdivision Regulations ("Subdivision Regulations")
11 needed to implement and supplement this Code in accordance with the SMA, this Code, and
12 the Plan. Subdivision Regulations may be adopted to apply to all or part of the Subdivision Area.

13 (b) Such Regulations shall be adopted or amended by the Director after holding a
14 public hearing. Prior to the decision of the Director to amend or adopt the Subdivision
15 Regulations, the Agency shall find such regulations consistent with the Plan.

16 **SEC. 1612.1. CONVEYANCING OR FINANCE MAPS.**

17 Subdivider may file ~~Subdivision~~ Tentative Maps and Final Maps or Parcel Maps for
18 purposes of financing and conveyancing only (hereinafter referred to as a "Transfer Map").

19 (a) When Subdivider submits a Tentative Map or Parcel Map application for a
20 Transfer Map, the proposed map shall have printed conspicuously on its face "FOR
21 PURPOSES OF FINANCING AND/OR CONVEYANCING ONLY."

22 (b) A Except as provided in subsection (f) below and unless otherwise required by the SMA,
23 a Transfer Map shall not be subject to any requirement or condition for the provision of
24 Improvement Plans, grading or construction plans, public improvements, or any infrastructure, as
25 ~~such infrastructure~~ may be described in the Plan and Plan Documents, that will be provided in

1 connection with subsequent or concurrent City permits, subdivision or parcel maps and
2 ~~i~~Improvement ~~p~~Plans. ~~A~~Except as described above, an iImprovement ~~a~~Agreement shall not be
3 required in connection with a Transfer Map.

4 (c) The Final or Parcel Map for a Transfer Map shall contain notes, restrictions,
5 references or conditions as approved by the City, which may, among other things, prohibit
6 development on the parcels absent compliance with the Plan and Plan Documents, and all
7 other applicable City ~~r~~Regulations.

8 (d) No Transfer Map may be approved without Agency approval.

9 (e) Approval of a Transfer Map shall not be deemed to permit any development of,
10 or construction on, a parcel.

11 (f) Multiple Final Maps relating to an approved or conditionally approved Tentative
12 Transfer Map may be filed prior to the expiration of the Tentative Transfer Map if the Subdivider files a
13 notice pursuant to Section 1622(d)(1)(vi) or, after the filing of the Tentative Transfer Map, the
14 Subdivider and Director (after consulting with the Agency) concur in the filing of multiple Final Maps.
15 Subject to the provisions of SMA Section 66463.1 and all other applicable provisions of this Code, the
16 Director shall grant a Certificate of Approval of Multiple Final Maps at the time the Director approves
17 a Tentative Transfer Map so long as the Tentative Transfer Map: (1) applies only to property that is
18 subject to a disposition and development agreement with the Agency that contains an approved phasing
19 plan, land use plan, schedule of performance, and infrastructure plan; and (2) is consistent with such
20 phasing plan, land use plan, schedule of performance, an infrastructure plan. The provisions of
21 Section 1655.1 shall not apply to Tentative Transfer Maps or to multiple Final Maps that are proposed
22 to be recorded based on Tentative Transfer Maps.

23 (g) _____ The Director may waive certain submittal requirements for Tentative Maps for a
24 Transfer Map application in accordance with Section 1622(c) hereof.

1 **SEC. 1613. NOTICE AND HEARING.**

2 (a) The Director shall give notice in the following manner for each application for a
3 Tentative Map or for a Parcel Map for which a Tentative Map is not required and an
4 application for an exception, waiver, or deferral filed pursuant to Section 1612 if the Director
5 elects to hold a hearing under Section 1612(f).

6 (1) Notice of the Director's receipt of an application shall be published in at least
7 one newspaper of general circulation within the City and County of San Francisco.

8 (2) Notice of the Director's receipt of the application shall be mailed or delivered to
9 each local agency expected to provide or approve water, sewage, streets, roads, schools, or
10 other essential facilities or services to the project, whose ability to provide those facilities and
11 services may be significantly affected.

12 (3) Notice of the Director's receipt of the application shall be mailed or delivered to
13 any person who has filed a written request for notice with the Director's office.

14 (b) If the Director is required or elects to hold a public hearing with respect to an
15 application, he or she shall give notice not less than 10 days prior to the hearing date as
16 provided in Subsection (a) of this Section, including providing notice to any person that
17 requested a hearing. No public hearing shall be held until after ~~g~~Government ~~a~~Agencies and
18 City ~~a~~Agencies comments are received or the time period for receiving such comments has
19 run, whichever occurs first, and the Director has provided a written report in accordance with
20 Section 1629.

21 (c) All applications for a Tentative Map, or for a Parcel Map for which a Tentative
22 Map is not required, shall include, in addition to all other information required:

23 (1) A list of the names, assessor's lot and block numbers and mailing addresses of
24 all those shown in the last equalized assessment roll as owning property within 300 feet of the
25 property proposed to be subdivided.

1 (2) A 300-foot radius map delineating all the properties described in
2 Subsection (c)(1).

3 (3) One set of stamped envelopes preaddressed to each of the listed property
4 owners, suitable for mailing notice of any hearing or appeal thereon. Blank Department of
5 Public Works envelopes will be furnished to a proposed Subdivider on request. Unused
6 envelopes will be returned to the proposed Subdivider on request.

7 (d) Any Department hearing required or permitted by this Code may, at the
8 discretion of the Director, be held jointly with the Department of Planning. The provisions of
9 this Section shall be superseded by those of any amendment to California Government Code
10 Sections 65090 or 65091, or by any provision of the SMA, should the amended provisions
11 require additional notice.

12 (e) Applications for Tentative and Parcel Maps shall be processed in compliance
13 with the Plan, Plan Document, and California Government Code Sections 65920 to 65963.1
14 and any applicable Government Code Section amendments.

15 **SEC. 1621. APPLICATION PACKET.**

16 The initial action in connection with the making of any subdivision for which a Tentative
17 Map is required shall be the preparation of the ~~a~~Application ~~p~~Packet. Section 1622, and with
18 respect to Vesting Tentative Maps Sections 1633.1 and 1633.2, of this Code and the
19 Regulations adopted thereunder cover the preparation of the component parts of said
20 ~~a~~Application ~~p~~Packet.

21 **SEC. 1624. FILING.**

22 (a) The ~~a~~Application ~~p~~Packet, together with the initial fee payment, shall be filed with
23 the Director.

24 (b) The date of filing shall be the date when a complete ~~a~~Application ~~p~~Packet has
25 been accepted by the Director.

1 (c) The Director shall determine whether an aApplication pPacket is complete and
2 notify the Subdivider within 30 days of the date of the submittal of the aApplication pPacket. If
3 the Director determines that the aApplication pPacket is not complete, the notice to the
4 Subdivider shall list all of the information necessary to comprise a complete aApplication
5 Packet.

6 **SEC. 1625. REFERRAL TO OTHER AGENCIES.**

7 Within three working days after a complete aApplication pPacket has been filed with the
8 Director, the Director shall forward copies to the Agency, the Planning Department, the
9 Bureau of Engineering, the Department of Building Inspection, the City Attorney and other
10 appropriate gGovernment aAgencies and City aAgencies for their review.

11 **SEC. 1626. TIME LIMIT FOR AGENCY REVIEW.**

12 (a) The time limit for government agency and City aAgencies review shall be 30
13 days from the date the Director determines that an aApplication pPacket is complete.

14 (b) The time limit for government agency and City aAgencies s review may be
15 extended by mutual consent of the Subdivider and the Director.

16 **SEC. 1627. AGENCY REPORTS.**

17 Each reviewing agency shall report, in writing, to the Director its findings on and
18 recommendation for approval, conditional approval or denial of an aApplication pPacket
19 subject to and in accordance with the Plan and Plan Documents. The Subdivider may request
20 from the Director, and shall be provided with, any or all copies of such findings and
21 recommendations. The Planning Department's report shall include a finding on consistency
22 with the General Plan. The Agency's report shall include a finding of consistency with the Plan
23 and Plan Documents.

1 **SEC. 1628. SUBDIVISION CONFERENCE.**

2 No later than five days after expiration of the review time limits set forth in Section
3 1626, the Director at his or her discretion may hold a subdivision conference to discuss the
4 map application, unless the Subdivider has requested a conference or has filed a notice of
5 intent to file multiple Final Maps, in which case the conference is mandatory. Written notice of
6 such conference shall be sent to the Subdivider, and to all agencies that will be submitting or
7 have already submitted a report on the ~~a~~Application ~~p~~Packet.

8 **SEC. 1630. CONDITIONS.**

9 (a) Conditions on approval of a Tentative Map, Vesting Tentative Map, or Parcel
10 Map, or ~~i~~Improvement ~~p~~Plans or agreement may relate wholly or in part to any improvements
11 or structures required pursuant to the Plan or Plan ~~a~~Documents or which may be constructed
12 within, or associated with, the subdivision, as well as to the subdivision itself.

13 (b) Subject to Section 1612.1, conditions may be required to be fulfilled before or
14 after such filing of the related Final or Parcel Map. Where such conditions are to be fulfilled
15 after filing of the related Final Map, the Subdivider shall, where appropriate, enter into an
16 ~~i~~Improvement ~~a~~Agreement and furnish security for compliance with those conditions including,
17 but not limited to, security satisfying the requirements of California Government Code
18 Section 66499, pursuant to the provisions of Article 6 and Article 8 of this Division.

19 (c) No conditions shall be imposed on a Tentative Map, Vesting Tentative Map or
20 Parcel Map or ~~i~~Improvement ~~p~~Plans or ~~i~~Improvement ~~a~~Agreement that are not consistent with,
21 exceed the limitations set forth in, or otherwise conflict with the Plan or Plan Documents.

22 (d) The provisions of this Code providing for Vesting Tentative Maps do not enlarge,
23 diminish, or alter the types of conditions which may be imposed on a development, nor in any
24 way diminish or alter the City's power to protect against a condition dangerous to the public
25 health or safety.

1 **SEC. 1632. GENERAL PLAN AND REDEVELOPMENT PLAN CONSISTENCY**
2 **DETERMINATION.**

3 (a) Whenever a property is to be subdivided, the Department of Planning shall
4 report on the question of consistency of the subdivision with the General Plan and the
5 ~~Redevelopment~~ Agency shall report on consistency with the Plan and the Plan Documents.

6 (b) The Director shall approve, conditional approve, or disapprove the proposed
7 subdivision, consistent with the SMA, subject to any decision on appeal by the Board of
8 Supervisors.

9 (c) When the Department of Planning or the Agency finds, subject to any decision
10 on appeal by the Board of Supervisors, or when the Board of Supervisors finds, that a
11 proposed subdivision will be consistent with the Plan, Plan Documents or General Plan only
12 upon compliance with certain conditions, the Director shall incorporate said conditions in his
13 or her conditional approval of the proposed subdivision.

14 **SEC. 1633.1. VESTING TENTATIVE MAPS.**

15 (a) Vesting Tentative Transfer Maps.

16 (1) Whenever a provision of this Code allows for filing of a Transfer Map, the Subdivider
17 may file a Vesting Tentative Transfer Map and Final Map.

18 (2) Except as otherwise provided in Sections 1633.2 through 1633.4 of this Code, a Vesting
19 Tentative Transfer Map shall be subject to the same procedures, requirements, and other Code
20 Provisions as a Transfer Map.

21 (b) Vesting Tentative Maps for Development Purposes.

22 (1) Whenever a provision of this Code requires that a Tentative Map or Parcel Map
23 be filed, the Subdivider may file instead a Vesting Tentative Map and Final Map.

1 (b2) Except as otherwise provided in Sections 1633.2 through 1633.4 of this Code, a
2 Vesting Tentative Map shall be subject to the same procedures, requirements and other Code
3 provisions as any other Tentative Map.

4 **SEC. 1633.2. VESTING TENTATIVE MAP REQUIREMENTS.**

5 (a) Vesting Tentative Transfer Maps. In addition to meeting the requirements otherwise
6 applicable to Transfer Maps, any Subdivider applying for approval of a Vesting Tentative Transfer
7 Map also shall, at the time the Vesting Tentative Transfer Map is filed:

8 (1) Have printed conspicuously on the face of the map the words "Vesting Tentative
9 Transfer Map."

10 (2) Have printed conspicuously on the face of the map the words "FOR PURPOSES OF
11 CONVEYANCING, FINANCING, AND/OR VESTING ONLY."

12 (3) Provide such additional information as required in Section 1333.2 of this Code;
13 provided, however, that the Director, in his sole discretion, may waive some of all of such requirements
14 to the extent permitted under the SMA.

15 (b) Vesting Tentative Maps for Development Purposes. In addition to meeting the
16 requirements otherwise applicable to Tentative Maps, any Subdivider applying for approval of
17 a Vesting Tentative Map shall also, at the time a Vesting Tentative Map application is filed:

18 (1) Have printed conspicuously on the face of the map the words "Vesting Tentative
19 Map."

20 (2) Provide such additional information as required in Section 1333.2 of this Code;
21 provided, however, that the Director, in his sole discretion, may waive some or all of such requirements
22 to the extent permitted under the SMA.

1 **SEC. 1633.3. RIGHTS CONVEYED.**

2 (a) Approval of a Vesting Tentative Transfer Map shall confer a vested right to
3 proceed with future development approvals as set~~asset~~ forth in Chapter 4.5 of the SMA, Sections
4 66498.1 et seq.

5 (b) Approval of a Vesting Tentative Map shall confer a vested right to proceed with
6 development as set forth in Chapter 4.5 of the SMA, Sections 66498.1 et seq.

7 (~~b~~ c) The right~~s~~ referred to in Subsection~~s~~ (a) and (b) shall expire if a Final Map is not
8 approved before expiration of the related Vesting Tentative Transfer Map or Vesting Tentative
9 Map under California Government Code Section 66452.6 and this Code. If a Final Map is
10 approved, the development right referred to in Subsection (a) shall continue during the
11 following period of time:

12 (1) Two years from recording of the approved Final Map. Where several Final Maps
13 are recorded on various phases of a project covered by a single Vesting Tentative Transfer Map
14 or Vesting Tentative Map, this initial time period shall begin for each when the Final Map for
15 that phase is recorded. Where the City uses more than 30 days to process a completed
16 application for a grading permit or for design or architectural review, or such other period of
17 time as provided in the Plan Documents, this initial time period shall be extended by the
18 processing time, counted from the date the application was completed.

19 (2) An additional period of not more than one year, if the proposed Subdivider
20 applies for such an extension at any time before the expiration of the period provided in
21 Subsection (b)(1), and if the Department of Public Works determines that such extension will
22 not prejudice the interests of the public or other private parties. If the Department of Public
23 Works does not act on an application for extension within 40 days after receiving it, it shall be
24 deemed disapproved. The proposed Subdivider may appeal by filing a written appeal with the
25 Clerk of the Board of Supervisors not later than 15 days after the disapproval. Any such

1 appeal shall be heard at the time and under the procedural rules then applicable to appeals
2 from denial of Tentative Maps.

3 (3) If the Subdivider submits a complete building or site permit application before
4 the expiration of the applicable period stated in Subsection (b)(1) or (b)(2), the period during
5 which that application is being processed and the period of the life of any corresponding
6 building or site permit, or any extension thereof.

7 (4) If a Final Map is recorded based upon a Vesting Tentative Transfer Map or Vesting
8 Tentative Map and the development rights under this Section expire, the Final Map remains in
9 effect without those rights.

10 **SEC. 1633.4. VESTING TENTATIVE MAP — INCONSISTENCY WITH ORDINANCES AND**
11 **OTHER STANDARDS.**

12 (a) Subsections 1633.1 through 1633.3 relate only to conditions and requirements
13 imposed by the City and do not affect the obligation of a Subdivider to comply with the
14 conditions and requirements of State or federal laws, regulations or policies.

15 (b) Notwithstanding any other provision of this Code, a property owner or his or her
16 designee may seek approvals or permits for development which depart from the ordinances,
17 policies or standards applicable under Section 1633.3(a), and the City may grant such
18 approvals or issue such permits to the extent consistent with the Plan and Plan Documents
19 and permitted by otherwise applicable City ~~Regulations~~.

20 **SEC. 1634. AGENCY REVIEW AND APPROVAL OF SUBDIVISION MAPS.**

21 (a) Notwithstanding any provision of the Subdivision Code to the contrary, a
22 Tentative Map shall not be deemed finally approved until the Agency in accordance with the
23 Plan and Plan Documents, reviews and approves the Tentative Map to ensure that it is
24 consistent with the Plan and the Plan Documents, ~~including the Hunters Point Shipyard Phase I~~
25 ~~Infrastructure Development Plan, the scope of development and the design for development.~~ The

1 Agency shall also have the right to review any amendment to the Tentative Map, or a
2 subsequent Tentative Map.

3 (b) The Applicant shall submit copies of its Application Packet for a Tentative
4 Map, and the Application Packet for an amendment to a Tentative Map or a subsequent
5 Tentative Map, to the Agency when it submits the Application Packet to the Director. The
6 Agency, in accordance with the Plan and Plan Documents, shall approve, disapprove or
7 approve with conditions the Tentative Map, amendment to the Tentative Map, or a
8 subsequent Tentative Map within 30 days following the date the Director determines that the
9 Application Packet is complete, unless such time has been extended pursuant to
10 Section 1626 of the Subdivision Code. The Agency shall deliver the determination to the
11 Director of Public Works in writing, with a copy to the Applicant.

12 (c) Notwithstanding any provision of the Subdivision Code to the contrary, in
13 accordance with the Plan and Plan Documents, a proposed Final Map or Parcel Map shall not
14 be deemed finally approved for recordation unless and until the Agency reviews and approves
15 or is deemed to have approved the proposed Final Map or Parcel Map. The Agency shall
16 approve the proposed Final Map or Parcel Map if: (i) development of the area covered by the
17 proposed Final Map or Parcel Map is consistent with the Plan and Plan Documents or project
18 approvals issued by the Agency, if any; and (ii) the conditions that were imposed upon
19 approval of the Tentative Map to provide infrastructure improvements consistent with the Plan
20 and Plan Documents have been satisfied, or the performance of such conditions is otherwise
21 secured by an Improvement Agreement.

22 (d) The Applicant shall submit copies of all proposed Final Maps or Parcel Maps to
23 the Agency at the same time such proposed Final Maps or Parcel Maps are filed with the
24 Director. The Agency shall, in accordance with the Plan and Plan Documents, approve,
25 disapprove, or approve with conditions the proposed Final Maps or Parcel Maps within 30

1 days following receipt of the complete Final Map or Parcel Map from the ~~an~~Applicant, by
2 delivering a determination to the Director of Public Works, with a copy to the ~~an~~Applicant.

3 **SEC. 1635. PUBLIC FACILITIES.**

4 (a) General. Public facilities listed in this Section shall (where provided) meet the
5 design and construction standards in the Plan, Plan Documents and the ~~Hunters Point Shipyard~~
6 Subdivision Regulations ~~consistent therewith~~.

7 (b) Streets.

8 (1) Dedicated Public Streets. A subdivision and each lot, parcel, and unit thereon
9 shall have direct access to a public right-of-way. Title to a new or widened public right-of-way
10 shall be conveyed to the City by proper deed either prior to approval of the Final Map or as
11 provided in an ~~an~~Improvement ~~an~~Agreement entered into pursuant to Section 1651.

12 (2) Private Streets. Easements for government facilities in private streets shall
13 meet the requirements of Section 1639 of this Code.

14 (c) Frontage Improvements. The frontage of each lot shall be improved to the
15 geometric section specified by the Director in accordance with the Plan, Plan Documents,
16 including any streetscape plan approved by the Agency and the street structural section,
17 curbs, sidewalks, planting areas, driveway approaches and transitions in accordance with the
18 Subdivision Regulations.

19 (d) Pedestrian Ways. Pedestrian ways shall be required in accordance with the
20 Plan and Plan Documents.

21 (e) Sanitary and Drainage Facilities. The Subdivider shall provide sanitary and
22 drainage facilities consistent with the Plan and Plan Documents. When connected to City
23 facilities, such facilities will serve adequately all lots, dedicated areas and all other areas
24 comprising the subdivision.

25

1 (f) Fire Protection. The Subdivider shall provide for the installation of fire hydrants
2 and other appurtenances and facilities needed for adequate fire protection consistent with the
3 Plan and Plan Documents.

4 (g) Street Lighting. The Subdivider shall provide street lighting facilities along all
5 streets, alleys and pedestrian ways consistent with the Plan and Plan Documents.

6 (h) Fencing. An approved fence may be required on parcels or lots within the
7 subdivision adequate to prevent unauthorized access between the subdivided property and
8 adjacent properties.

9 (i) Other Improvements. Other improvements may be required including, but not
10 limited to, grading, dry utilities, open space parcel improvements, temporary fencing, signs,
11 street lines and markings, street trees and shrubs, street furniture, landscaping, monuments,
12 bicycle facilities, and smoke detectors, or fees in lieu of any of the foregoing, shall also be
13 required as determined by the Director in accordance with this Code, but only to the extent
14 consistent with the Plan, Plan Documents, and the General Plan.

15 **SEC. 1645. GENERAL.**

16 (a) The Subdivider shall provide for the construction and installation of all public
17 improvements in the subdivision in accordance with the Plan and Plan Documents. The term
18 "public improvements" shall mean all improvements required pursuant to Article 5 of this
19 Code, the Plan and Plan Documents, and any additional improvements for the benefit of the
20 public required as a condition of approval of a Tentative Map, consistent with the Plan and
21 Plan Documents.

22 (b) Except for Transfer Maps that are governed by Sections 1612.1 and 1651.1(c),
23 the Subdivider shall enter into an ~~i~~improvement ~~a~~Agreement pursuant to Section 1651
24 whenever required public improvements have not been completed prior to the filing of the
25 Final Map.

1 (c) Notwithstanding any provision of this Code or the Public Works Code to the
2 contrary, a Subdivider or ~~a~~Applicant may request ~~front~~from the Director a street improvement
3 permit to initiate the construction of public improvements independent of or as part of the
4 approval of a Transfer Map, Final Map, or Parcel Map. Said permit shall comply with the
5 applicable provisions of this Code, including, but not limited to, Articles 5, 6, and 8 in regard to
6 the submittals, design, review, approval, documentation, construction, security, and
7 acceptance for said public improvements, including associated ~~i~~Improvement ~~p~~Plans. In
8 addition, all such permits shall comply with the provisions of Public Works Code Sections
9 2.3.1 et seq., if such provisions are applicable to the work contemplated under the permit.
10 Fees for said permits shall be according to the Public Works Code Sections 2.1 et seq. unless
11 modified by the Plan or Plan Documents.

12 **SEC. 1646. IMPROVEMENT PLANS.**

13 (a) Following approval of the Tentative Map and prior to filing of the Final Map, the
14 Subdivider's engineer shall submit grading and construction plans for any required public
15 improvements to the Director for approval.

16 (b) Improvement ~~p~~Plans including grading plans and an erosion control plan, as
17 appropriate, shall be prepared under the direction of a qualified and duly licensed professional
18 civil engineer registered in the State of California.

19 (c) Improvement ~~p~~Plans shall conform to the Subdivision Regulations regarding
20 format, size and contents.

21 (d) Any specifications supplementing the Standard Specifications shall be
22 considered a part of the ~~i~~Improvement ~~p~~Plans.

23 (e) The ~~i~~Improvement ~~p~~Plans shall reflect the public improvement required under the
24 ~~Hunters Point Phase I Infrastructure Development Plan ("Phase I Infrastructure Plan"), as~~
25 infrastructure plans set forth in the Plan~~s~~ and Plan Documents ~~for Phase I.~~

1 (1) The Phase 1 Infrastructure Plan may be amended or modified only by a written
2 instrument executed by City and Agency, with the written consent of the Developer
3 Representative, as defined in Hunters Point Shipyard Interagency Cooperation Agreement for
4 Phase 1. The Developer Representative's consent shall not be unreasonably withheld,
5 conditioned or delayed.

6 (1 A) The Mayor or his or her designee and the Director (or any successor City officer
7 as designated by law) shall have the authority to consent to any non-material amendments or
8 other modifications to the Phase 1 Infrastructure Plan, after consultation with the directors of
9 any affected City Agencies. For purposes hereof, "non-material changes" shall mean any
10 change which does not materially increase the costs or liabilities of the City, or does not
11 materially decrease the time periods required for review or approval by any City agency of
12 permits, approvals, agreements and entitlements in connection with the implementation of the
13 Plan and Plan Documents.

14 (2 B) Material amendments to the Phase 1 Infrastructure Plan that would materially
15 alter the obligations of the City agencies or principal benefits as provided in this Section shall
16 require the approval of the Board of Supervisors, by resolution.

17 (2) The Infrastructure Plan contained in the Disposition and Development Agreement for
18 Candlestick Point/Hunters Point Shipyard Phase 2 (CP/HPS Infrastructure Plan) may be amended or
19 modified from time to time consistent with the provisions of the applicable disposition and development
20 agreement. In addition, amendments to the CP/HPS Infrastructure Plan shall be subject to the prior
21 written approval of the City, acting by and through the Mayor or his or her designee, the Director (or
22 any successor City officer as designated by law), and the director of any affected City Agency.

23 (f) The Director shall act upon and review ~~i~~Improvement ~~p~~Plans within the time
24 periods specified in Section 66456.2 of the SMA; provided, however, that no ~~i~~Improvement
25 ~~p~~Plans submission shall be deemed complete for filing until the subdivider has obtained

1 approval of the *i*Improvement *p*Plans pursuant to Article 31 of the Health Code. The Director
2 shall send a copy of the *i*Improvement *p*Plans to the Agency for its review. The Director's review
3 of the *i*Improvement *p*Plans shall conform with the Plan and Plan Documents. This time limit
4 may be extended by mutual agreement.

5 **SEC. 1647. CONSTRUCTION.**

6 (a) No construction of public improvements shall commence until *i*Improvement
7 *p*Plans have been approved by the Director and appropriate City permits have been issued.
8 Prior to issuance of any such permits, the City shall obtain easements from the Subdivider or
9 third parties to allow for the City to complete construction of public improvements on private
10 property should the Subdivider fail to do so and to allow for public use, if necessary, prior to
11 City acceptance of such public improvements. Also, prior issuance of any such permits, the
12 City shall obtain an irrevocable offer of dedication of private property in fee title from the
13 Subdivider or third parties where said property is designated for use as future public right-of-
14 way in the Plan and Plan Documents. The City, at is option, shall obtain an irrevocable offer
15 of dedication of private property in fee title from Subdivider or third parties where public
16 improvements will be constructed on said property. In addition, City also shall obtain from
17 Subdivider an irrevocable offer of dedication of any public improvements constructed pursuant
18 to the Plan, Plan Documents, and this Code.

19 (b) Construction of public improvements that are to be accepted by the City as
20 public improvements or for public maintenance and liability purposes shall be subject to
21 inspection by the Director. The Subdivider is responsible for paying the applicable engineering
22 inspection fee as specified in the Public Works Code.

23 (c) Any work done by the Subdivider prior to issuance of appropriate City permits or
24 approval of *i*Improvement *p*Plans, including changes thereto, or without the inspection and
25

1 testing required by the Director is subject to rejection. Such work shall be deemed to have
2 been done at the risk and peril of the Subdivider.

3 (d) The design and layout of all required improvements, both on-site and off-site,
4 private and public, shall conform to the Plan, Plan Documents, the applicable provisions of
5 City ~~R~~Regulations and Tentative Map conditions consistent therewith.

6 (e) Installation of Underground Facilities. All underground facilities including sanitary
7 and drainage facilities and excepting survey monuments installed in streets, alleys or
8 pedestrian ways shall be constructed, by the Subdivider and inspected and approved by the
9 Director, prior to the surfacing of such street, alley or pedestrian way. Service connections for
10 all underground utilities and sewers shall be laid to such length as will in the Director's opinion
11 obviate disturbing the street, alley, or pedestrian way improvements when service connections
12 are completed to properties in the subdivision.

13 **SEC. 1648. FAILURE TO COMPLETE IMPROVEMENTS WITHIN AGREED TIME.**

14 The ~~i~~Improvement ~~a~~Agreement shall include provisions consistent with the Plan and
15 Plan Documents and this Code regarding extensions of time and remedies when
16 improvements are not completed within the agreed time.

17 **SEC. 1649.1. REVISION TO APPROVED PLANS.**

18 (a) Requests by the Subdivider for revisions to the approved ~~i~~Improvement ~~p~~Plans
19 shall be submitted in writing to the Director and shall be accompanied by drawings showing
20 the proposed revision. If the revision is acceptable to the Director and the Agency and
21 consistent with the Plan, Plan Documents and Tentative Map, the Director shall initial the
22 revised plans. Construction of any proposed revision shall not commence until revised plans
23 have been received and approved by the Director.

1 **SEC. 1651. IMPROVEMENT AGREEMENT.**

2 (a) General. This Section shall only apply to public improvements that have not
3 been completed or conditions that have not been fulfilled prior to filing a Parcel or Final Map.
4 An agreement (the "iImprovement aAgreement ") shall be approved by the Director,
5 approved as to form by the City Attorney, and executed by the Director on behalf of the City.
6 The iImprovement aAgreement shall be consistent with the Plan and Plan Documents and
7 shall provide for:

8 (1) Construction of all public improvements required pursuant to the Plan, Plan
9 Documents, this Code, and conditions imposed on the Tentative Map or Parcel Map
10 consistent therewith, including any required off-site improvements, within the time specified by
11 Section 1651.1;

12 (2) Satisfaction of conditions precedent to the transfer of title to the City of all land
13 and improvements required to be dedicated to or acquired by the City, if the City elects to
14 defer transfer of title until after the public improvements have been completed consistent with
15 the Plan and Plan Documents, including any approved title exceptions as defined therein,
16 which are or shall be specified herein;

17 (3) Payment of inspection fees in accordance with applicable City rRegulations,
18 consistent with the Plan and Plan Documents;

19 (4) Improvement security as required by Section 1670;

20 (5) Maintenance and repair of any defects or failures of the required public
21 improvements, and to the extent feasible removing their causes, prior to acceptance of the
22 public improvements by the City or Agency;

23 (6) Release and indemnification of the City from all liability incurred in connection
24 with the construction of public improvements and payment of all reasonable attorneys' fees
25 that the City may incur because of any legal action or other proceeding arising from the

1 construction, except release and indemnification disallowed under the SMA or any other State
2 or federal law pursuant to the procedures provided in the SMA;

3 (7) Payment by Subdivider of all costs and reasonable expenses and fees, including
4 attorneys' fees, incurred in enforcing the obligations of the *i*Improvement *#*Agreement;

5 (8) Any other deposits, reimbursements, fees or conditions as required by City
6 *#*Regulations consistent with Plan and Plan Documents, and as may be required by the
7 Director;

8 (9) Any other provisions required by the City as reasonably necessary to effectuate
9 the purposes and provisions of the SMA and this Code in accordance with the Plan and Plan
10 Documents.

11 (b) Any *i*Improvement *#*Agreement, contract or act required or authorized by the
12 SMA or this Chapter for which security is required, shall be secured in accordance with
13 Section 66499 et seq. of the SMA and Article 8 of this Division.

14 **SEC. 1651.1. COMPLETION OF IMPROVEMENTS.**

15 (a) With the exception of Transfer Maps, which are governed by Sections 1612.1
16 and 1651.1(c) hereof, the public improvements for subdivisions of five or more parcels which
17 are not otherwise required to be completed prior to recordation of a Final Map, shall be
18 completed by the Subdivider within the time specified in an *i*Improvement *#*Agreement which
19 is consistent with the Plan and Plan Documents.

20 (b) With the exception of Transfer Maps, which are governed by Sections 1612.1
21 and 1651.1(c) hereof, the completion of public improvements for subdivisions of four or fewer
22 parcels which are not otherwise required to be completed prior to recordation of a Parcel Map
23 or Final Map may be deferred until a permit or other grant of approval for the development of
24 any parcel within the subdivision is applied for, unless the completion of the public
25 improvements is found to be necessary for public health or safety or for the orderly

1 development of the surrounding area, in which case the *i*Improvement *a*Agreement shall
2 specify a time for completion. If any required public improvements are not completed at the
3 time of recordation of a Parcel Map or Final Map for four or fewer parcels, an *i*Improvement
4 *a*Agreement is required pursuant to Section 1651. This finding shall be made by the Director,
5 after consultation with appropriate City *a*Agencies. The specified date for completion of the
6 public improvements, when required, shall be stated in the *i*Improvement *a*Agreement. Public
7 improvements shall be completed in accordance with the *i*Improvement *a*Agreement.

8 (c) No public improvements shall be required to be completed in connection with
9 Transfer Maps. For all other subdivisions, only on-site public improvements and those off-site
10 public improvements necessary to provide connections to the on-site improvements and those
11 public improvements required by the Plan or Plan Documents shall be required.

12 (d) Completion dates may be extended by the Director according to the following
13 procedures:

14 (1) The Subdivider must request an extension in writing, stating adequate evidence
15 to justify the extension, by letter to the Director. The request shall be made not less than 30
16 days prior to expiration of the *i*Improvement *a*Agreement. The Director may grant such
17 extensions, subject to the terms of the *i*Improvement *a*Agreement.

18 (2) The Director may condition approval of an extension agreement upon the
19 following:

20 (i) Revised improvement construction estimates to reflect current improvement
21 costs as approved by the Director;

22 (ii) Increase of improvement securities in accordance with revised construction
23 estimates;

24 (iii) Inspection fees may be increased to reflect current construction costs but shall
25 not be subject to any decrease or refund; and

1 (iv) Conditions that the Director deems necessary to assure the timely completion of
2 public improvements.

3 (3) If authorized by the Director, the Subdivider shall enter into an ~~i~~Improvement
4 ~~Agreement~~ extension ("extension agreement") with the City. The extension agreement shall
5 be approved by the Director and the City Attorney, and executed by the Director, the
6 Subdivider.

7 (4) The costs incurred by the City in reviewing and processing the extension
8 agreement shall be paid by the Subdivider at actual cost.

9 (e) Should the Subdivider fail to complete the public improvements - within the
10 specified time, or correct all deficiencies within the time specified for completion, the City may,
11 by resolution of the Board of Supervisors and at its option, cause any or all uncompleted
12 public improvements to be completed and all uncorrected deficiencies to be corrected, and
13 the Subdivider and parties executing the security or securities shall be firmly bound for the
14 payment of all necessary costs.

15 (f) As-Built Plans. Upon completion of the public improvements, the Subdivider
16 shall submit to the Director a reproducible set of as-built ~~i~~Improvement ~~p~~Plans.

17 **SEC. 1651.2. ACCEPTANCE OF IMPROVEMENTS.**

18 (a) General. With respect to all subdivisions, when any deficiencies in the required
19 public improvements have been corrected, as-built improvement plans submitted, and the City
20 Engineer, upon written request from the Subdivider, issues a Notice of Completion, the
21 completed public improvements shall be considered by the Director for acceptance.

22 (b) Acceptance. If the public improvements have been completed to the satisfaction
23 of the Director and are ready for their intended use, the Director shall provide the Board of
24 Supervisors with a written certificate to that effect, and the public improvements may be
25 accepted by the Board of Supervisors, by ordinance, subject to the provisions of San

1 Francisco Administrative Code Section 1.52. Acceptance of the improvements shall imply only
2 that the improvements have been completed satisfactorily, are ready for their intended use,
3 and that public improvements have been accepted for public use.

4 (c) Notwithstanding the above requirements, the following provisions shall apply to all
5 stormwater and sewer pump stations in the Candlestick Point/Hunters Point Shipyard Subdivision
6 Area:

7 (1) The Subdivider shall warranty each pump station for three years after the City Engineer
8 issues its Notice of Completion for said pump station. With the exception of harm or damage from a
9 City Agency's improper maintenance or operation of the pump station, Subdivider shall assume liability
10 during such period of warranty.

11 **SEC. 1655.1. FINAL MAPS SHOWING ONLY PORTIONS OF TENTATIVE MAP.**

12 (a) General. Multiple ~~f~~Final ~~m~~Maps relating to an approved or conditionally approved
13 Tentative Map may be filed prior to the expiration of the Tentative Map if, in addition to all
14 other requirements of this Code pertaining to Final Maps, a Subdivider files a notice pursuant
15 to Section 1622(d)(1)(vi) or, after filing of the Tentative Map, the Subdivider and Director
16 (~~A~~after consulting with the Agency) concur in the filing of multiple Final Maps. A Subdivider
17 filing multiple Final Maps must obtain approval of the Director pursuant to Subsection (b) of
18 this Section in order to obtain the certificate required by Section 1657.

19 (b) The Director shall approve a Final Map which is in compliance with the conditions of
20 the Tentative Map, but which shows only a portion of the Tentative Map, unless any one of the
21 following conditions occurs:

22 (1) The Director finds:

23 (i) That it will not be feasible from an engineering standpoint to construct the public
24 improvements required for the areas shown on the Final Map or the Final Map is inconsistent
25 with the SMA; or

1 (ii) That construction of the public improvements shown in the proposed Final Map
2 would not provide adequate access to the area shown on the Final Map unless additional
3 street or easement dedications, or public improvements as shown on the General Plan or in
4 the Plan or Plan Documents, are provided, or other reasonable conditions, not in conflict with
5 the Plan or Plan Documents, are imposed.

6 (2) The Director, or in the event of a hearing by the Agency pursuant to Subsection (d)
7 below, the Agency finds that ~~development approval~~ of the ~~uses authorized within the proposed~~ Final
8 Map ~~area at that time would not promote orderly development consistent with the General Plan would~~
9 ~~conflict with implementation of the~~ Plan ~~and/or~~ Plan Documents unless additional street or
10 easement dedications, or public improvements as shown on the Tentative Map are provided,
11 or other reasonable conditions, not in conflict with the Plan or Plan Documents, are imposed.

12 (c) The Director shall make a determination pursuant to Subsection (b) within 40 days
13 following submittal of the Final Map or Parcel Map.

14 (d) If the Director refuses to approve for recording a Final Map showing only a portion
15 of a Tentative Map, the Director shall provide the applicant with written findings in support of
16 the determination. The Director's refusal to approve a phased Final Map may be appealed to
17 the Agency, and then, if necessary, to the Board, for a determination of whether the Phased
18 Final Map is consistent with the SMA, the Tentative Map, the Plan and Plan Documents,
19 provided, however, that any decision by the Agency regarding consistency with the Plan shall
20 be final.

21 **SEC. 1657. CERTIFICATES AND STATEMENTS ON FINAL MAP.**

22 (a) In addition to the certificates required by SMA, the following certificates shall be
23 on the Final Map.

24 (1) City Attorney's certificate;

25 (2) Advisory Agency's certificate;

1 (3) Certificate of Improvement Agreement. Whenever the conditional approval of the
2 ~~a~~Application ~~p~~Packet includes conditions which are to be met after the recordation of the Final
3 Map, a certificate signed by the Director evidencing that an ~~i~~Improvement ~~a~~Agreement has
4 been entered into between the Subdivider and the City shall be required; and

5 (4) Certificate of Approval of Multiple Final Maps. Where the Final Map shows only
6 a portion of the Tentative Map, then a certificate signed by the Director pursuant to
7 Section 1655.2 shall be required.

8 (b) The Director may require other notes, restrictions, references or requirements to
9 be indicated on a Final Map.

10 **SEC. 1661. FILING.**

11 (a) After the check prints have been approved by the Director, the Subdivider shall
12 file with the Director:

13 (1) The Final Map or Parcel Map, corrected to its final form, together with the copies
14 specified in the Subdivision Regulations;

15 (2) The bonds or other security and approved ~~i~~Improvement ~~a~~Agreement;

16 (3) When applicable, deeds conveying all streets in the subdivision to the City and
17 deeds granting easements for sewers, drains and pedestrian walkways which are not
18 dedicated on the map;

19 (4) Evidence of title;

20 (5) The recording fee and evidence that all fees required by this Code have been
21 paid; and

22 (6) The corrected Preliminary Soil Report, when required.

23 **SEC. 1670. SECURITY FOR IMPROVEMENTS.**

24 (a) The requirements of this Section apply to all ~~i~~Improvement ~~a~~Agreements.
25

1 (b) No Final Map or Parcel Map shall be signed by the Director or recorded until all
2 improvement securities required by this Article in the form prescribed by the City pursuant to
3 Government Code Section 66499 et seq., have been received and approved.

4 (c) A performance bond or other acceptable security as provided in Section 66499
5 of the Government Code in the amount of 100 percent of the estimated cost of completion of
6 the construction, as determined by the Director, or installation of all public improvements, as
7 determined by the Director, shall be required of all subdivisions to secure satisfactory
8 performance of those obligations. As a guarantee of payment for the labor, materials,
9 equipment and services required, a payment bond or other acceptable security shall be
10 required for 50 percent of the estimated cost of completion of unfinished public improvements
11 as determined by the Director. For purposes of the preceding sentences, the "estimated cost
12 of completion" shall include all costs of remediating any hazardous materials as necessary to
13 permit completion of the required public improvements, unless those costs are otherwise
14 secured as provided in the Plan and Plan Documents.

15 (d) The security shall be released or reduced upon completion of construction as
16 follows:

17 (1) The security shall be reduced to 10 percent of the original amount for the
18 purpose of guaranteeing repair of any defect in the improvements which occurs within one
19 year of when: (i) the public improvements have been completed to the satisfaction of the
20 Director; and (ii) the Clerk of the Board of Supervisors certifies that no claims by any
21 contractor, subcontractor or person furnishing labor, materials or equipment for the required
22 public improvements have been filed against the City prior to or within a 100-day period
23 following completion of the public improvements.

24 (2) If any claims by any contractor, subcontractor or person furnishing labor,
25 materials or equipment to the Subdivider have been filed against the City, then the

1 performance security shall only be reduced to an amount equal to the amount of all such
2 claims filed or to 10 percent of the original amount whichever is greater.

3 (3) The security may be reduced in conjunction with completion of a portion of the
4 public improvements to the satisfaction of the Director, to an amount determined by the
5 Director; however, in no event shall the amount of the security be reduced below the greater
6 of (i) the amount required to guarantee the completion of the remaining portion of public
7 improvements and any other obligation imposed by the SMA, this Code or the ~~i~~/improvement
8 ~~a~~Agreement; or (ii) below 10 percent of the original amount of the security.

9 (4) The security shall be released when all of the following have occurred:

10 (i) One year has passed since the date of acceptance by the Board of
11 Supervisors, or one year has passed since the date that all deficiencies that the Director
12 identifies in the required public improvements have been corrected or waived in writing; and

13 (ii) If any claims identified in Subsection (d)(1)(ii) have been filed against the
14 City, all such claims have been satisfied or withdrawn, or otherwise secured.

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

18 By: _____
19 John D. Malamut
20 Deputy City Attorney

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