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OF THE CITY AND COUNTY OF SAN FRANCISCO

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AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO,

THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

AND BRIDGE-POTRERO COMMUNITY ASSOCIATES LLC

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- A. Project Site Legal Description
- B. Site Plan
- C. Project Description
- D. Affordable Housing Plan
- E. List of Public Infrastructure Improvements and Community Improvements
- F. Area of Private Maintenance and Operations Obligation Map
- G. Regulations Regarding Access and Maintenance Privately-Owned Community Improvements
- H. Impact Fees and Exactions
- I. Workforce Agreement MOU
- J. Phasing Plan
- K. Project Development and Phase Applications
- L. Mitigation Measures and MMRP
- M. Transportation Demand Management Plan
- N. Public Open Space Improvements and Park Dedication Process
- O. Public Financing
- P. Master Infrastructure Plan
- Q. Reserved
- R. Reserved
- S. Form of Assignment and Assumption Agreement
- T. Reserved
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- V. Sample of City Acceptance Ordinance for Dedicated Infrastructure Improvements
- W. Maintenance and Operations of Public Power
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DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO

AND BRIDGE-POTRERO COMMUNITY ASSOCIATES LLC

THIS DEVELOPMENT AGREEMENT dated for reference purposes only as of this ____ day of _____, 2016, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision and municipal corporation of the State of California (the “**City**”), acting by and through its Planning Department, the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, (“**SFHA**”) and BRIDGE-POTRERO COMMUNITY ASSOCIATES LLC, a California limited liability company (“**Developer**”), pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Chapter 56 of the Administrative Code. The City, SFHA and Developer are also sometimes referred to individually as a “**Party**” and together as the “**Parties**”. Capitalized terms not defined when introduced shall have the meanings given in Article 2.

RECITALS

This Agreement is made with reference to the following facts:

A. SFHA owns and operates 619 units of public housing on the approximately 38-acre site located in Potrero Hill, all located on the real property more particularly described on Exhibit A (the “**Project Site**”).

B. SFHA, City and Developer are parties to that certain Master Development Agreement (“**MDA**”), pursuant to which Developer will lead redevelopment of the Project Site

with a mixed use, mixed income development, all as more particularly described in the Site Plan attached hereto as Exhibit B and the detailed Project Description attached hereto as Exhibit C (the “**Project**”). Pursuant to the terms of the MDA, provided that all applicable conditions precedent have been satisfied, SFHA will grant the Developer the right to perform site preparation work and will enter into a short-term ground lease for the construction of the Public Infrastructure Improvements. Under the MDA, SFHA will enter into long term ground leases with Developer prior to construction of vertical improvements (i.e., buildings) on the Affordable Parcels, subject to the satisfaction of certain conditions precedent set forth in the MDA.

C. The Project is part of HOPE SF, the nation’s first large-scale public housing transformation collaborative aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents. Launched in 2007, HOPE SF is a twenty-year human and real estate capital commitment by the City. HOPE SF, the City’s signature anti-poverty and equity initiative, is committed to breaking intergenerational patterns related to the insidious impacts of trauma and poverty, and to creating economic and social opportunities for current public housing residents through deep investments in education, economic mobility, health and safety. The Project will help realize and further the City’s HOPE SF goals.

D. As depicted in the Site Plan attached as Exhibit B, and described in greater detail in Exhibit C, the mixed-use Project consists of several different components: (i) construction of the “**Public Infrastructure Improvements**” to support the Project, in accordance with the Master Infrastructure Plan attached to this Agreement as Exhibit P ; (ii) development of private, mixed-use affordable housing on the Affordable Parcels in accordance with the MDA and the Affordable Housing Plan attached to this Agreement as Exhibit D; (iii) development of private

residential projects on the Market Rate Parcels; and (iv) development of Community Improvements (e.g., open space areas, community facilities) throughout the Project Site.

E. The Project will be developed in phases (each, a “**Phase**”), in general conformity with the Phasing Plan attached to this Agreement as Exhibit J. Prior to commencing any construction work on the Project Site, Developer will prepare a “**Phase Application**” substantially in the form of Exhibit K, for City’s review and approval. The Phase Application will set forth the detailed scope and work plan for each development phase.

F. In order to meet its obligations under this Agreement, and as described in greater detail in Exhibit C and Article 13, below, Developer intends to assign its rights and obligations under this Agreement, subject to approval by the City and SFHA as applicable, and consistent with all transfer requirements under this Agreement, the MDA and any applicable ground leases, to related entities who will implement construction of discrete portions of the Project, including construction of the Public Infrastructure Improvements, development of the Affordable Parcels, construction of the Community Improvements, and preparation of the Market Rate Parcels for development (i.e., rough grading and supporting infrastructure) and management of a selection process in conjunction with SFHA and MOHCD to choose developers to develop projects on the Market Rate Parcels.

G. 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.

H. In addition to the significant housing, jobs, urban revitalization, 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.

I. As the Project Site is currently a publicly owned residential development for people with extremely low-incomes and is in significant disrepair, the City intends to fund the redevelopment of the Project Site as it is in the best interests of the City and promotes the public, health, safety and welfare of the Project Site. Specifically, the City will provide gap funding for the public right of way and Affordable Parcels through loans and grants to the Developer or through in-kind work by other City Agencies. Terms and conditions of the funding or in-kind work will be applied to the Project pursuant to separate funding agreements. The remaining funding for the Project will be obtained by the Developer, with support from the City.

J. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in a way as to fully comply with the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq.*; “**CEQA**”), the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq.*; “**CEQA Guidelines**”), the Development Agreement Statute, Chapter 56, the Planning Code, the Enacting Ordinance and all other applicable Laws in effect as of the Effective Date. This Agreement does not limit the

City's obligation to comply with applicable environmental Laws, including CEQA, before taking any discretionary action regarding the Project, or the Developer's obligation to comply with all applicable Laws in connection with the development of the Project.

K. The joint Final Environmental Impact Report/Environmental Impact Statement ("FEIR/EIS") prepared for the Project and certified by the Planning Commission on _____, together with the CEQA findings (the "CEQA Findings") and the Mitigation Measures adopted concurrently therewith and set forth in the MMRP, comply with CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code, as well as the National Environmental Policy Act. The FEIR/EIS thoroughly analyzes the Project and Project alternatives, and the Mitigation Measures were designed to mitigate significant impacts to the extent they are susceptible to feasible mitigation. **[On _____, the Board of Supervisors, in Motion No. M15-166, affirmed the decisions of the Planning Commission to certify the FEIR/EIS.]** The information in the FEIR/EIS and the CEQA Findings were considered by the City in connection with approval of this Agreement.

L. On _____, 2016, 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/EIS thoroughly analyzes the Project, and the Mitigation Measures are designed to mitigate significant impacts to the extent they are susceptible to a feasible mitigation, and further determined that the Project and this Agreement will, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, and the Planning Principles set forth in Section 101.1 of the Planning Code (together

the “**General Plan Consistency Findings**”). The information in the FEIR/EIS and the CEQA Findings has been considered by the City in connection with this Agreement.

M. On _____, 2016, the Board of Supervisors, having received the Planning Commission’s recommendations, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board made the CEQA Findings required by CEQA, approved this Agreement, incorporating by reference the General Plan Consistency Finding.

N. On _____, 2016, the Board adopted Ordinance Nos. _____ and _____, amending the Planning Code and Zoning Map to create the Potrero HOPE SF Special Use District (“**Potrero SUD**”), and adopted Ordinance No. _____, approving this Agreement (File No. _____) and authorizing the Planning Director to execute this Agreement on behalf of the City (the “**Enacting Ordinance**”). The Enacting Ordinance took effect on _____, 2016.

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

AGREEMENT

1. INCORPORATION OF PREAMBLE, RECITALS AND EXHIBITS

The preamble paragraph, Recitals, and Exhibits, and all defined terms contained therein, are hereby incorporated into this Agreement as if set forth in full.

2. 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:

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

2.2 “**Affiliate**” or “**Affiliates**” means an entity or person that directly or indirectly controls, is controlled by or is under common control with, a Party (or a managing partner or managing member of a Party, as the case may be). For purposes of the foregoing, “**control**” means the ownership of more than fifty percent (50%) of the equity interest in such entity, the right to dictate major decisions of the entity, or the right to appoint fifty percent (50%) or more of the managers or directors of such entity. Without limiting the foregoing, the term “Affiliate” or “Affiliates” shall also include single purpose limited partnerships in which a tax credit investor shall own a 99.99% interest in the limited partnership, formed for the purpose of developing housing and related improvements on the Affordable Parcels.

2.3 “**Affordable Housing**” means any unit with deed restrictions (or similar use restrictions) for occupancy by households with annual household incomes not exceeding sixty percent (60%) of AMI. Affordable Housing includes Resident Replacement Units and Community Replacement Units.

2.4 “**Affordable Housing Plan**” means the Affordable Housing Plan attached hereto as Exhibit D.

2.5 “**Affordable Parcels**” means the development parcels that contain 100% Affordable Housing units. The Affordable Parcels will be developed in accordance with the MDA and the Affordable Housing Plan attached hereto as Exhibit D. SFHA will retain ownership of the fee interest in the Affordable Parcels. Prior to construction of the vertical development (i.e., buildings), SFHA will grant a leasehold interest to Developer or its Transferee pursuant to a long term ground lease, subject to the satisfaction of certain conditions precedent set forth in the MDA.

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

2.7 “**AMI**” means Area Median Income as defined by the California Tax Credit Allocation Committee as regulated and monitored by the City through the Loan Agreement.

2.8 “**Applicable Laws**” has the meaning set forth in Section 7.2 (where not capitalized, “applicable Law” has its plain meaning and refers to Laws as otherwise defined herein).

2.9 “**Approvals**” means the following land use approvals, entitlements, and permits relating to the Project that were approved by the Board concurrently with this Agreement: the General Plan amendment (Board of Supervisors Ord. No. _____), the Special Use District, which shall include both the Planning Code text amendment (Board of Supervisors Ord. No. ____) and the Zoning Map amendments (Board of Supervisors Ord. No. _____), and the Potrero Project Documents, all of which are incorporated by reference into this Agreement.

2.10 “**Assignment and Assumption Agreement**” has the meaning set forth in Section 12.2.

2.11 “**BMR Unit**” shall mean a unit that is priced to be affordable to households that are middle income, which shall be defined as an annual income of between sixty and one-hundred fifty percent (60%-150%) of AMI, as determined by MOHCD.

2.12 “**Board of Supervisors**” or “**Board**” means the Board of Supervisors of the City and County of San Francisco.

2.13 “**Building**” or “**Buildings**” means each of the existing, modified and new buildings on the Project Site, as described in the Project Description attached as Exhibit B.

2.14 “**CEQA**” has the meaning set forth in Recital J.

2.15 “**CEQA Findings**” has the meaning set forth in Recital K.

2.16 “**CEQA Guidelines**” has the meaning set forth in Recital J.

2.17 “**Chapter 56**” has the meaning set forth in Recital G.

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

2.19 “**City Agency**” or “**City Agencies**” means the City departments, agencies, boards, commissions, and bureaus that execute or consent to this Agreement, or are controlled by persons or commissions that have executed or consented to this Agreement, that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project, or any improvement located on or off the Project Site, including, without limitation, the City Administrator, Planning Department, MOHCD, OEWD, SFMTA, DPW, DBI, together with any successor City agency, department, board, or commission. Nothing in this Agreement shall affect the exclusive jurisdiction under the City’s Charter of a City department that has not approved or consented to this Agreement in connection with the issuance of an Implementing Approval.

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

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

prevailing party.

2.22 “**City Report**” has the meaning set forth in Section 9.2.2.

2.23 “**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.

2.24 “**CMA**” has the meaning set forth in Section 13.1.3.

2.25 “**Community Benefits**” has the meaning set forth in Article 5.

2.26 “**Community Improvements**” shall mean any capital improvement or facility, on-going service provision or monetary payment, or any service required by the Approvals and this Agreement for the public benefit that is not: (1) a Mitigation Measure for the Project required by CEQA; (2) a public or private improvement or monetary payment required by Existing Standards or Uniform Codes (including, for example, utility connections required by Uniform Codes, the payment of Impact Fees and Exactions, and Planning Code-required open space); (3) Stormwater Management Improvements; (4) the privately-owned residential buildings constructed on the Project Site; or (5) Public Infrastructure Improvements. Furthermore, Community Improvements shall not include any units constructed on the Market-Rate Parcels. All Community Improvements required by the Approvals and this Agreement are described in the Phasing Plan. All Community Improvements are required as a condition of regulatory approval of the Project. Certain Community Improvements will be Privately-Owned Community Improvements. Exhibit G sets forth the provisions pertaining to the use, maintenance, and security of the Privately-Owned Community Improvements. All Privately-Owned Community Improvements are required as a condition of regulatory approval of the Project by the City.

2.27 “**Community Replacement Unit**” means a newly constructed rental unit within the Project Site intended to replace an existing unit within an Affordable Housing Development but that is not necessary for the occupancy of an existing Potrero household. Community Replacement Units shall be created to the extent that SFHA provides project-based Operating Subsidy in amounts that allow for their financially feasible construction and operation, as financial feasibility is determined by the Parties. Occupancy of Community Replacement Units shall be income-restricted in accordance with the regulations governing the relevant Operating Subsidy.

2.28 “**Complete**” and any variation thereof shall mean, as applicable, that (i) a specified scope of work has been substantially completed in accordance with approved plans and specifications, (ii) the City Agencies or Non-City Responsible Agencies with jurisdiction over any required permits have issued all final approvals required for the contemplated use, and (iii) with regard to any Public Infrastructure Improvement, (A) the site has been cleaned and all equipment, tools and other construction materials and debris have been removed, (B) releases have been obtained from all contractors, subcontractors, mechanics and material suppliers or adequate bonds reasonably acceptable to the City posted against the same, (C) copies of all as-built plans and warranties, guaranties, operating manuals, operations and maintenance data, certificates of completed operations or other insurance within Developer’s possession or control, and all other close-out items required under any applicable authorization or approval, as may be needed, have been provided, and (D) the City Agencies, including DPW, DBI and SFPUC, as appropriate, or Non-City Responsible Agencies have certified the work as complete, if applicable by issuing a Certificate of Occupancy or Temporary Certificate of Occupancy for any structures or buildings under the City’s Building Code and a Certificate of Completion for any Public Infrastructure Improvements, operational according to the approved specifications and requirements, and ready for its intended

use, and, if applicable, City has agreed to initiate acceptance of Public Infrastructure Improvements.

- 2.29 “**Construction Contract**” has the meaning set forth in Section 6.5.
- 2.30 “**Contractor**” has the meaning set forth in Section 6.5.
- 2.31 “**Costa-Hawkins Act**” has the meaning set forth in Section 4.10.1.
- 2.32 “**DBI**” means the San Francisco Department of Building Inspection.
- 2.33 “**Default**” has the meaning set forth in Section 10.3.
- 2.34 “**Design Standards and Guidelines**” means those certain Design Standards and Guidelines, adopted by the City Planning Commission by Resolution No. _____ on _____, as same may be amended from time to time.
- 2.35 “**Developer**” has the meaning set forth in the opening paragraph of this Agreement, and shall also include any and all successor Transferees of all or any part of the Project Site during the Term.
- 2.36 “**Development Agreement Statute**” has the meaning set forth in Recital G, as in effect as of the Effective Date.
- 2.37 “**Development Phase Approval**” has the meaning set forth on Exhibit K.
- 2.38 “**DPW**” means the San Francisco Department of Public Works.
- 2.39 “**Effective Date**” has the meaning set forth in Section 3.1.
- 2.40 “**Enacting Ordinance**” has the meaning set forth in Recital N.
- 2.41 “**Excusable Delay**” has the meaning set forth in Section 12.5.2.
- 2.42 “**Existing Standards**” has the meaning set forth in Section 7.2.

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

2.44 **“Federal or State Law Exception”** has the meaning set forth in Section 7.5.1.

2.45 **“FEIR/EIS”** has the meaning set forth in Recital K.

2.46 **“Future Changes to Existing Standards”** has the meaning set forth in Section 7.3.

2.47 **“Foreclosed Property”** has the meaning set forth in Section 11.5.

2.48 **“General Plan Consistency Findings”** has the meaning set forth in Recital L.

2.49 **“HUD”** means the United States Department of Housing and Urban Development.

2.50 **“Impact Fees and Exactions”** means any fees, contributions, special taxes, exactions, impositions and dedications charged by the City in connection with the development of Projects, including but not limited to transportation and transit fees, child care requirements or in-lieu fees, housing (including affordable housing) requirements or fees, dedication or reservation requirements, and obligations for on-or off-site improvements, as more particularly described in Exhibit H. Impact Fees and Exactions shall not include the Mitigation Measures, Processing Fees, taxes or special assessments or school district fees, SFPUC Capacity Charges and any fees, taxes, assessments impositions imposed by Non-City Agencies, all of which shall be due

and payable by Developer as and when due in accordance with applicable Laws.

2.51 **“Implementing Approval”** shall mean any land use approval, entitlement, or permit (other than the Approvals, a Design Review Approval, or a Development Phase Approval) from the City that are consistent with the Approvals and that are necessary for the implementation of the Project, including without limitation, demolition permits, grading permits, site permits, building permits, lot line adjustments, sewer and water connection permits, encroachment permits, street improvement permits, certificates of occupancy, and subdivision maps. An Implementing Approval shall also mean any amendment to the foregoing land use approvals, entitlements, or permits, or any amendment to the Approvals that are sought by Developer and approved by the City in accordance with the standards set forth in this Agreement, and that do not represent a Material Change to the Approvals.

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

2.53 **“Law Adverse to the Developer”** has the meaning set forth in Section 7.5.4.

2.54 **“Law Adverse to the City”** has the meaning set forth in Section 7.5.4.

2.55 **“Litigation Extension”** has the meaning set forth in Section 12.5.1.

2.56 **“Losses”** has the meaning set forth in Section 6.13.1.

2.57 **“Market Rate Parcels”** means those parcels identified as such on the Site

Plan attached to this Agreement as Exhibit B.

2.58 “**Master Infrastructure Plan**” means the Master Infrastructure Plan attached to this Agreement as Exhibit P.

2.59 “**Material Change**” means any modification that would materially alter the rights, benefits or obligations of the City or Developer under this Agreement that is not consistent with the Potrero SUD, the Design Standards and Guidelines, or the Master Infrastructure Plan or that (i) extends the Term, (ii) changes the permitted uses of the Project Site, (iii) decreases the Community Improvements, (iv) reduces or significantly changes the affordability levels of the Affordable Housing Units, as such levels are included in the Affordable Housing Plan; (v) increases the maximum height, density, bulk or size of the Project, (vi) changes parking ratios, or (vii) reduces or changes the Impact Fees and Exactions.

2.60 “**MDA**” or “**Master Development Agreement**” has the meaning set forth in Recital B, as such agreement may be amended from time to time.

2.61 “**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 Implementing Approval.

2.62 “**MMRP**” means that certain mitigation monitoring and reporting program attached hereto as Exhibit L.

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

2.64 “**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.

2.65 “**Mortgagee**” means a person or entity that obtains title to all or part of the Project Site as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action.

2.66 “**Municipal Code**” means the San Francisco Municipal Code.

2.67 “**Non-City Responsible Agency**” has the meaning set forth in Exhibit K.

2.68 “**Non-City Approval**” has the meaning set forth in Section 8.3.

2.69 “**Notice of Infeasibility**” has the meaning set forth in Section 12.2.

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

2.71 “**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.

2.72 “**Operating Subsidy**” means project-based voucher rental assistance pursuant to Section 8(o)(13) of the United States Housing Act of 1937 or successor program; Section 8 project-based assistance pursuant to the Rental Assistance Demonstration Program; or such other permanent project-based subsidy provided by the HUD and distributed through SFHA that allows for the financially feasible construction and operation of Affordable Housing Units.

2.73 “**Party**” and “**Parties**” has the meaning set forth in the opening paragraph of this Agreement.

2.74 “**Permanent Relocation**” means the relocation of an existing Potrero household to a new and permanent residence off-site and which waives the household’s right to return to a new Resident Replacement Unit. Permanent Relocation is triggered if the duration of the off-site residency exceeds 12 months, unless the household waives Permanent Relocation rights and

opts to maintain Temporary Off-site Relocation status.

2.75 “**Phase**” has the meaning set forth in Recital E.

2.76 “**Phase Application**” has the meaning set forth in Recital E.

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

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

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

2.80 “**Planning Director**” means the Director of Planning of the City and County of San Francisco.

2.81 “**Potrero Plan Documents**” mean the Design Standards and Guidelines, the Transportation Demand Management Plan, and the Master Infrastructure Plan, all dated as of _____, and approved by the Board of Supervisors, as each may be revised or updated in accordance with this Agreement. A copy of the Potrero Development Plan Documents, including any approved amendments, will be maintained and held by the Planning Department.

2.82 “**Potrero SUD**” means Planning Code Section _____ as adopted by the Board in Ordinance No. _____.

2.83 “**Private Stormwater Management Controls**” shall mean Stormwater Management Improvements treating any stormwater from privately-owned and maintained parcels, whether on private or public property.

2.84 “**Privately-Owned Community Improvements**” shall mean those

facilities and services that are privately-owned and privately-maintained for the public benefit, with varying levels of public accessibility, that are not dedicated to the City. The Privately-Owned Community Improvements are listed in Exhibit F. Exhibit G sets forth the provisions pertaining to the use, maintenance, and security of the Privately-Owned Community Improvements. All Privately-Owned Community Improvements are required as a condition of regulatory approval of the Project by the City.

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

2.86 “**Project**” means the mixed use development project as described in Recital B and Exhibit C and the Approvals, together with Developer’s rights and obligations under this Agreement.

2.87 “**Project Site**” has the meaning set forth in Recital A, and as more particularly described in Exhibit A.

2.88 “**Public Health and Safety Exception**” has the meaning set forth in Section 7.5.1.

2.89 “**Public Infrastructure Improvements**” or “**PII**” shall mean the facilities, both on- and off-site, to be improved, constructed and dedicated to the City. Public Infrastructure Improvements include streets within the Project, sidewalks (and associated street trees), furniture, fixtures and equipment, Public Stormwater Management Improvements, all public utilities within the public right of way (such as electricity, water, street lights, pedestrian lights, joint trenches and sewer lines but excluding any non-municipal utilities), bicycle lanes and paths in the

public right of way, off-site intersection improvements (including but not limited to curbs, medians, signaling, traffic controls devices, signage, and striping), SFMTA infrastructure, and possibly parks. All Public Infrastructure Improvements shall be built in accordance with the Implementing Approvals(i.e., improvement plans) approved by the City. Sufficient construction bonds or guarantees, based on the amount required to complete the Public Infrastructure Improvements as determined from the approved Street Improvement Plans must also be submitted as required by the City consistent with the Subdivision Map Act and the San Francisco Subdivision Code. All Public Infrastructure Improvements are required as a condition of regulatory approval of this Project by the City.

2.90 “**Public Power**” shall mean electricity service provided to the Project by the SFPUC, per the terms and responsibilities outlined in Exhibit W.

2.91 “**Public Stormwater Management Improvements**” shall mean Stormwater Management Improvements within public right of ways, solely treating runoff from the public right of way.

2.92 “**Relocation Plan**” means a relocation plan for existing Potrero households approved by SFHA in accordance with all applicable state and relocation laws.

2.93 “**Resident Replacement Unit**” means a newly constructed rental unit intended to replace an existing public housing unit for occupancy by an existing Potrero household, in accordance with the MDA and applicable ground lease, located either within an Affordable Housing development or off-site within the City, as a Permanent Relocation Unit voluntarily selected by the existing household in accordance with the Relocation Plan. Resident Replacement Units must be assisted with Operating Subsidy.

2.94 “**Restored Obligations**” has the meaning set forth in Section 13.1.

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

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

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

2.98 “**Stormwater Management Improvements**” shall mean the facilities, both those privately-owned and those dedicated to the City, that comprise the infrastructure and landscape system that is intended to manage the stormwater runoff.

2.99 “**Subdivision Code**” means the San Francisco Subdivision Code.

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

2.101 “**Temporary Off-site Relocation**” means the temporary moving of an existing Potrero household to an off-site resident for the purpose of constructing new Resident Replacement Units. Temporary relocation is typically defined by a term of less than 12 months, but may extend beyond 12 months with the consent of the relocating household. Temporarily relocated households retain a right to return to the on-site Resident Replacement Units.

2.102 “**Term**” has the meaning set forth in Section 3.2.

2.103 “**Third-Party Challenge**” has the meaning set forth in Section 8.4.

2.104 “**Transfer,**” “**Transferee**” and “**Transferred Property**” have the meanings set forth in Sections 13.1, and in all events excludes (1) a transfer of membership interests

in Developer or any Transferee, (2) grants of easement or of occupancy rights for existing or completed Buildings or other improvements (including, without limitation, space leases in Buildings), and (3) the placement of a Mortgage on the Project Site.

2.105 **“Transportation Demand Management Plan”** means the Transportation Demand Management Plan attached to this Agreement as Exhibit M.

2.106 **“Vested Elements”** has the meaning set forth in Section 7.1.

2.107 **“Workforce Agreement MOU”** means the Workforce Agreement MOU attached hereto as Exhibit I.

3. EFFECTIVE DATE; TERM

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

3.2 Term. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for twenty-five (25) years thereafter unless extended or earlier terminated as provided herein (**“Term”**); provided, however, that the Term shall be extended for each day of a Litigation Extension. The term of any conditional use permit, any tentative subdivision map and any subsequent subdivision map shall be for the longer of (i) the Term (as it relates to the applicable parcel) or (ii) the term otherwise allowed under the Subdivision Map Act or the Planning Code. City (acting through MOHCD Director) may elect in its sole and absolute discretion to extend the Term due to, but not limited to, delays in availability of public financing for the Project.

4. DEVELOPMENT OF PROJECT SITE

4.1 Development Rights. Developer and its Transferees shall have the vested right to develop the Project Site in accordance with and subject to the provisions of this Agreement, the Approvals, and any Implementing Approvals, and the City shall process all Implementing Approvals related to development of the Project Site in accordance with and subject to the provisions of this Agreement. Developer agrees that all improvements it constructs on the Project Site shall be done in accordance with this Agreement, the Approvals, and any Implementing Approvals, and in accordance with all applicable laws.

4.2 Project Phasing. The Developer shall develop the Project Site in Phases, consistent with the Phasing Plan attached as Exhibit J, including the procedural review and approval requirements described in Exhibit K.

4.3 Affordable Parcels. Subject to the Phasing Plan approved as described in Section 4.2 above, Developer shall develop the Affordable Parcels in accordance with the Approvals, any Implementing Approvals, and the Affordable Housing Plan attached to this Agreement as Exhibit D. Without limiting the foregoing, Developer shall be responsible for complete design, engineering, and construction (horizontal and vertical) of all improvements on the Affordable Parcels.

4.4 Market Rate Parcels

4.4.1 Subject to the Phasing Plan approved as described in Section 4.2 above, Developer shall prepare the Market Rate Parcels (i.e., rough grading and supporting infrastructure) for development (i.e., development “pads”) in accordance with the Approvals and any Implementing Approvals.

4.4.2 Pursuant to the terms of the MDA, Developer will prepare requests for proposals (“**RFPs**”) and manage a selection process to identify third-party developers for purchase of the fee simple interest in the Market Rate Parcels and development of vertical improvements (i.e., buildings and appurtenant improvements) on the Market Rate Parcels in accordance with the development program required by the applicable RFP, the Approvals, and any Implementing Approvals.

4.5 Public Infrastructure Improvements. Subject to the Phasing Plan approved as described in Section 4.2 above, Developer shall develop the public infrastructure supporting the Project Site in accordance with the Approvals, any Implementing Approvals, and the Master Infrastructure Plan attached to this Agreement as Exhibit P. Without limiting the foregoing, Developer shall be responsible for coordinating the design, engineering, and construction of the Public Infrastructure Improvements. Except as modified by the Potrero SUD and Design Standards and Guidelines, all Public Infrastructure shall be designed and constructed in accordance with City-Wide standards. The Phasing Plan will provide for the Public Infrastructure Improvements to be phased proportionately with vertical development phases. Developer shall maintain and be liable for all such Public Infrastructure Improvements until formally accepted by City consistent with the terms provided in the Form of City Acceptance Ordinance for Dedicated Infrastructure Improvements attached as Exhibit V to this Agreement.

4.6 Community Improvements. Subject to the Phasing Plan approved as described in Section 4.2 above, Developer shall develop the Community Improvements in substantial accordance with the Approvals, any Implementing Approvals, and the List of Public Infrastructure Improvements and Community Improvements attached to this Agreement as Exhibit E.

4.7 Transportation Demand Management Plan. Developer shall implement the Transportation Demand Management measures in substantial accordance with the Transportation Demand Management Plan attached to this Agreement as Exhibit M.

4.8 Public Power. Electric service for the project will be supplied by the City through the SFPUC. Such service will be provided by the City according to the SFPUC's Rules and Regulations Governing Electric Service. The roles and responsibilities for power utilities are further discussed in Exhibit W.

4.9 No Additional CEQA Review Required; Reliance on FEIR/EIS for Future Discretionary Approvals. The Parties acknowledge that the FEIR/EIS prepared for the Project complies with CEQA. The Parties further acknowledge that: (a) the FEIR/EIS contains a thorough analysis of the Project and possible alternatives; (b) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project; and (c) the Board of Supervisors adopted CEQA Findings, including a statement of overriding considerations in connection with the Approvals, pursuant to CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. For these reasons, (a) 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, and (b) the City shall rely on the FEIR/EIS, to the greatest extent possible in accordance with applicable Laws, in all future discretionary actions related to the Project; provided, however, that nothing shall prevent or limit the discretion of the City to conduct additional environmental review in connection with any Implementing Approvals to the extent that such additional environmental review is required by applicable Laws, including CEQA.

4.9.1 Compliance with CEQA Mitigation

Measures. Developer shall comply with all Mitigation Measures imposed as applicable to each Project component, except for any Mitigation Measures that are expressly identified as the responsibility of a different party or entity. Without limiting the foregoing, Developer shall be responsible for the completion of all Mitigation Measures identified as the responsibility of the “owner” or the “project sponsor”. The Parties expressly acknowledge that the FEIR/EIS and the associated MMRP are intended to be used in connection with each of the Approvals and any Implementing Approvals to the extent appropriate and permitted under applicable Law. Nothing in this Agreement shall limit the ability of the City to impose conditions on any new, discretionary permit resulting from Material 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 otherwise to address significant environmental impacts as defined by CEQA created by an approval or permit; provided, however, any such conditions must be in accordance with applicable Law.

4.10 Costa-Hawkins Rental Housing Act.

4.10.1 Non-Applicability of Costa-Hawkins Act.

Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Rental Housing Act, California Civil Code sections 1954.50 et seq. (the “**Costa-Hawkins**

Act”) provides for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit with a certificate of occupancy issued after February 1, 1995, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (section 1954.52(b)). The Parties agree that the Costa-Hawkins Act does not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units, if any, included as part of the development of the Market Rate Parcels. This Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) because this Agreement is a contract with a public entity in consideration for contributions and other forms of assistance specified in Chapter 4.3 (commencing with Section 65919 of Division 1 of Title 7 of the California Government Code). The City and Developer would not be willing to enter into this Agreement without the understanding and agreement that Costa-Hawkins Act provisions set forth in California Civil Code section 1954.52(a) do not apply to the BMR Units as a result of the exemption set forth in California Civil Code section 1954.52(b) for the reasons set forth in this Section 4.10.1.

4.10.2 General Waiver. Developer, on behalf of itself and all of its successors and assigns of all or any portion of the Project Site or this Agreement, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of this Agreement

related to the establishment of the BMR Units under the Costa-Hawkins Act (as the Costa-Hawkins Act may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under Law, the Parties acknowledge and that they are important elements of the consideration for this Agreement and the Parties should not have the benefits of this Agreement without the burdens of this Agreement. Accordingly, if Developer challenges the application of this covenant and waiver, then such breach will be an Event of Default and City shall have the right to terminate this Agreement as to the portion of the Project under the ownership or control of Developer.

4.10.3 Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of this Section 4.10 in any and all assignment and assumption agreements, and any and all recorded restrictions, for any portion of the Project Site that includes or will include BMR Units.

5. COMMUNITY BENEFITS

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 (the “**Community Benefits**”). The Community Benefits include, but are not limited to, the redevelopment and replacement of the affordable housing units currently occupying the Project Site, the redevelopment of the Public Infrastructure Improvements (e.g., streets, curbs, gutters, sewers, etc.) supporting the Project Site, and the development of the Community Improvements described in Exhibit E. 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.

6. OBLIGATIONS OF DEVELOPER

6.1 Development of the Project Site. Through this Agreement Developer has agreed to meet all of the obligations contained herein and specifically to carry out the obligations for the development of the Project Site contained in Article 4 above and as further described in the Exhibits.

6.2 Development by Transferees. Notwithstanding Section 6.1 above, the parties acknowledge and agree that Developer intends to assign its rights and obligations under this Agreement with respect to various portions of the Project to different entities “**Transferees**”, as described in Recital G and pursuant to the assignment and transfer provisions of Article 13. As such, the obligations of the Developer under this Article 6 shall apply to Developer or its applicable Transferee for each portion of the Project.

6.3 Completion of Project. Upon commencement of a Phase, Developer shall diligently prosecute to completion all construction on the applicable portion of the Project Site in accordance with the Approvals, any Implementing Approvals, and the approved Phase Application. The foregoing notwithstanding, unless this Agreement is terminated in accordance with Article 12, expiration of any building permit or other Approval or Implementing Approval shall not limit Developer’s vested rights as set forth in this Agreement, and Developer shall have the right to seek and obtain subsequent building permits or approvals consistent with this Agreement at any time during the Term. Notwithstanding the foregoing, the Parties recognize that the Developer’s ability to initiate and complete each Phase of construction is subject to the availability of City funding and the funding agreements between the Developer and the City, and to secure such funding the Developer must comply with all requirements necessary to apply for, secure and continue to receive

such funding from the City consistent with the terms included in Exhibit O and any terms contained in any City loan documents.

6.4 Project Costs. Except as otherwise expressly set forth in this Agreement, Developer shall pay for all costs relating to the Project consistent with the terms of this Agreement.

6.5 Contracting for Community Improvements and Public Infrastructure Improvements. In connection with the construction of the Community Improvements and Public Infrastructure Improvements, Developer shall, as applicable to each Phase, engage one or more contractors that are duly licensed in California and qualified to complete the work (the “**Contractor**”). The Contractor shall contract directly with Developer pursuant to an agreement to be entered into by Developer and Contractor (the “**Construction Contract**”), which shall: (i) be a contract that meets all of the City’s and MOHCD’s requirements, including any procurement requirements; (ii) require the Contractor or Developer to obtain and maintain bonds for one-hundred percent (100%) of the cost of construction for performance and fifty percent (50%) of payment for labor and materials (and include the City and Developer as dual obligees under the bonds), or provide a letter of credit or other security satisfactory to the City, in accordance with the requirements of the Subdivision Code; (iii) require the Contractor to obtain and maintain customary insurance, including workers compensation in statutory amounts, Employer’s liability, general liability, and builders all-risk; (iv) release the City from any and all claims relating to the construction, including but not limited to mechanics liens and stop notices; (v) subject to the rights of any Mortgagee that forecloses on the property, include the City as a third party beneficiary, with all rights to rely on the work, receive the benefit of all warranties, and prospectively assume Developer’s obligations and enforce the terms and conditions of the Construction Contract as if the City were an original party thereto; and (vi) relative to all work performed by the Project’s architect

and engineer, require that the City be included as a third party beneficiary, with all rights to rely on the work product, receive the benefit of all warranties and covenants, and prospectively assume the Developer's obligations and enforce the terms and conditions of the applicable contract as if the City were an original party thereto.

6.6 Workforce Agreement MOU. The Parties agree that the Workforce Agreement MOU shall apply to all work performed under this Agreement.

6.7 Cooperation by Developer.

6.7.1 Developer shall, in a timely manner, provide the City and each City Agency with all documents, applications, plans and other information reasonably necessary for the City to comply with its obligations under this Agreement.

6.7.2 Developer shall, in a timely manner, comply with all reasonable requests by the Planning Director and each City Agency for production of documents or other information evidencing compliance with this Agreement.

6.8 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.

6.9 Prevailing Wages. Developer agrees that all persons performing labor in the construction of Public Infrastructure Improvements as defined in the Administrative Code, or otherwise as required by California law, on the Project Site shall be paid not less than the highest prevailing rate of wages for the labor so performed as provided under 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 contract entered into by Developer for the construction of any such Public Infrastructure Improvements. Upon request, Developer and its contractors will provide to City any workforce payroll records as needed to confirm compliance with this section.

6.10 City Cost Recovery.

6.10.1 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 7.4.

6.10.2 Developer shall timely pay to the City all Processing Fees applicable to the processing or review of applications for the Approvals and Implementing Approvals as set forth in Section 7.4.

6.10.3 All City Costs incurred in connection with processing and issuing any Implementing Approvals or administering this Agreement (except for the costs that are covered by Processing Fees) shall be the responsibility of MOHCD to pay.

6.10.4 MOHCD shall make payments within sixty (60) days following receipt of a written invoice from OEWD per the process outlined below.

6.10.5 OEWD shall provide MOHCD on a quarterly basis (or such alternative period as agreed to by the City Agencies) a reasonably detailed statement showing costs incurred by OEWD, and the City Agencies, 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 description of the work completed. OEWD will use reasonable efforts to provide an accounting of time and costs from each City Agency in each invoice; provided, however, if OEWD is unable to provide an accounting from one or more of such parties OEWD may send an invoice to MOHCD 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. The City Attorney's Office will not submit billing through OEWD, but will instead include billing for costs incurred in the quarterly billing sent to MOHCD directly under established procedures between MOHCD and the City Attorney's Office. MOHCD's obligation to pay the City Costs shall survive the termination of this Agreement. MOHCD shall have no obligation to pay for any City Cost that is not invoiced to MOHCD within six (6) months from the date the City Cost was incurred. City Agencies will maintain records, in

reasonable detail, and shall make such records available for inspection by MOHCD.

6.10.6 If MOHCD in good faith disputes any portion of an invoice, then within sixty (60) days following receipt of the invoice MOHCD shall provide notice of the amount disputed and the reason for the dispute, and the City Agencies shall use good faith efforts to reconcile the dispute as soon as practicable. MOHCD shall have no right to withhold the disputed amount.

6.10.7 Notwithstanding the foregoing, MOHCD may elect to negotiate and enter into memoranda of understanding with some or all of the affected City Agencies to specify billing rates, annual budgets, and/or unique repayment terms to be applied to this Project. MOHCD shall have the right to amend these agreements with the consent of the affected City Agency.

6.11 Nexus/Reasonable Relationship Waiver. Developer consents to, and waives any rights it may have now or in the future, to challenge with respect to the Project or the Approvals, the legal validity of, the conditions, requirements, policies, or programs required by this Agreement or the Existing Standards, including, without limitation, any claim that they constitute an abuse of police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. In the event Developer challenges any Future Change to an Existing Standard, or any increased or new fee permitted under Section 2.3, then the City shall have the right to withhold additional development approvals or permits until the matter is resolved; provided, however, Developer shall have the right to make payment or performance under protest, and thereby receive the additional approval or

permit while the matter is in dispute.

6.12 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 (California Government Code Section 53311 *et seq.*)) that includes the Project Site unless the new district is City-Wide, or encompasses an area greater than the Project Site such as a Supervisorial District or neighborhood defined by the Planning Department or MOHCD, or Developer gives its prior written consent to such proceedings, and (ii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted solely or substantially at the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any space therein, that is enacted in accordance with law and applies to similarly-situated property on a City-Wide basis.

6.13 Indemnification

6.13.1 Indemnification of City. Developer shall Indemnify the City and its officers, agents and employees from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims (“Losses”) to the extent arising from Developer's breach of or negligent performance (or nonperformance) of this Agreement, except to the extent that such Indemnity is void or otherwise unenforceable under applicable law, and except to the extent such Loss is the result of the active negligence or willful misconduct of City. The foregoing Indemnity shall

include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and the City's cost of investigating any claims against the City. All Indemnifications set forth in this Agreement shall survive the expiration or termination of this Agreement.

7. VESTING AND CITY OBLIGATIONS

7.1 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 without limitation with 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, the provisions for Community Improvements and Public Infrastructure Improvements (collectively, the "**Vested Elements**"; provided the Existing Uses on the Project Site shall also be included as Vested Elements). The Vested Elements are subject to and shall be governed by Applicable Laws. The expiration of any building permit or Approval shall not limit the Vested Elements, and Developer shall have the right to seek and obtain subsequent building permits or approvals, including Implementing Approvals at any time during the Term, any of which shall be governed by Applicable Laws. Each Implementing Approval, once granted, shall be deemed an Approval for purposes of this Article 7.

7.2 Existing Standards. The City shall process, consider, and review all Implementing Approvals in accordance with (i) the Approvals, (ii) the San Francisco General Plan, the Municipal Code (including the Subdivision Code) and all other applicable City policies, rules and regulations as each of the foregoing is in effect on the Effective Date ("**Existing Standards**"),

as the same may be amended or updated in accordance with permitted Future Changes to Existing Standards as set forth in Section 7.3, and (iii) this Agreement (collectively, “**Applicable Laws**”).

7.3 Future Changes to Existing Standards. All future changes to Existing Standards and any other Laws, plans or policies adopted by the City or adopted by voter initiative after the Effective Date (“**Future Changes to Existing Standards**”) shall apply to the Project and the Project Site except to the extent they conflict with this Agreement, including the Exhibits attached hereto, or the terms and conditions of the Approvals, including but not limited to the Potrero SUD, the Design Standards and Guidelines, the Master Infrastructure Plan, and the Transportation Demand Management Plan. In the event of such a conflict, the terms of this Agreement and the Approvals shall prevail, subject to the terms of Section 7.6.

7.3.1 Future Changes to Existing Standards shall be deemed to conflict with this Agreement and the Approvals if they:

(a) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage or number of proposed Buildings or change the location of proposed Buildings or change or reduce other improvements, such as sidewalk and setback widths, and street widths from that permitted under this Agreement for the Project, the Existing Standards, or the Approvals;

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

(c) limit, reduce or change the location of vehicular access or parking, or any limit, reduction or change in the location, quantity or quality of non-motorized and transit facilities (e.g., sidewalk widths, vehicle turning radii, etc.) from that permitted under this Agreement, the Existing Standards, or the Approvals;

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

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

(f) materially limit or control the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Project in any manner, including the demolition of existing Buildings at the Project Site, except for limitations imposed by the availability of financing or the requirements of the relocation of existing residents as addressed in the MDA;

(g) require the issuance of permits or approvals by the City other than those required under the Existing Standards;

(h) 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 as contemplated by the Approvals;

(i) materially and adversely limit the processing or procuring of applications and approvals of Implementing Approvals that

are consistent with Approvals; or,

(j) impose or increase any Impact Fees and Exactions beyond those set forth in Exhibit H, as they apply to the Project (other than the built in escalators based on CPI which may be included in any Impact Fees and Exactions applied to the Project).

7.3.2 Developer may elect to have a Future Change to Existing Standards that conflicts with this Agreement and the Approvals applied to the Project or the Project Site by giving the City notice of its election to have a Future Change to Existing Standards applied, in which case such Future Change to Existing Standards shall be deemed to be an Existing Standard; provided, however, if the application of such Future Change to Existing Standards would be a Material Change to the City's obligations hereunder, the application of such Future Change to Existing Standards shall require the concurrence of any affected City Agencies. Nothing in this Agreement shall preclude the City from applying Future Changes to Existing Standards to the Project Site for any development not within the scope of the "Project" described under this Agreement. In addition, nothing in this Agreement shall preclude Developer from pursuing any challenge to the application of any Future Changes to Existing Standards to all or part of the Project Site.

7.3.3 The Potrero Plan Documents may be amended with Developer's consent from time to time without the amendment of this Agreement as follows: (a) changes other than Material Changes may be

agreed to in writing by the Planning Director and the MOHCD Director and any affected City Agency (as appropriate), each in their reasonable discretion, and (b) Material Changes may be agreed to in writing by the Planning Commission, the City Administrator, the MOHCD Director and the affected City Agency (either by its Director or, if existing, its applicable Commission), each in their sole discretion, provided that any Material Change to the Potrero Plan Documents that requires a change to the Potrero SUD or this Agreement shall also be subject to the approval of the Board of Supervisors in accordance with Section 12.1. Without limiting the foregoing, the Parties agree that any change to the Transportation Demand Management Plan must be approved by SFMTA, any change to the Affordable Housing Plan must be approved by MOHCD, and any change to the Master Infrastructure Plan must be approved by DPW, the SFMTA and the SFPUC.

7.3.4 The Parties acknowledge that, for certain parts of the Project, Developer must submit a variety of applications for Implementing Approvals before Commencement of Construction. Developer shall be responsible for obtaining all Implementing Approvals before the start of any construction to the extent required under Applicable Law. Notwithstanding anything in this Agreement to the contrary, when considering any such application for a Implementing Approval, the City shall apply the applicable provisions, requirements, rules, or regulations that are contained in the California Building Standards Code, as amended by the City, including requirements of the San Francisco Building Code, Public Works Code (which

includes the Stormwater Management Ordinance), Subdivision Code, Mechanical Code, Electrical Code, Plumbing Code, Fire Code or other uniform construction codes or utility standards applicable on a City-Wide basis. In implementing this Section 7.3.4, upon application for an Implementing Approval, the City Agencies shall apply their then-existing technical design standards and specifications with respect to Public Infrastructure Improvements (the "PII") so that the PII integrates and functions with existing City systems, with Project phases already completed, and with applicable law; provided, however, that the City cannot impose standards or requirement on Developer that the City would not apply to itself if the PII was to be constructed by the City on its own. The Parties understand and agree that any PII identified in this Agreement or the Potrero Plan Documents may become part of a larger City system and that the proposed PII must be constructed so as to integrate and function with the existing City system and with Project phases already completed in every material respect.

7.3.5 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, to subdivide, reconfigure or merge the parcels comprising the Project Site as may be necessary or desirable in order to develop a particular part of the Project. The specific boundaries of parcels shall be set by Developer and approved by the City during the subdivision process. Nothing in this Agreement shall

authorize Developer to subdivide or use any of the Project Site for purposes of sale, lease or financing in any manner that conflicts with the Subdivision Map Act or with the Subdivision Code. Nothing in this Agreement shall prevent the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps so long as such changes do not conflict with the provisions of this Agreement or with the Approvals.

7.3.6 Without limiting the generality of this Section 7.3, the Project shall not be subject to any pending or future requirements relating to greywater or recycled water.

7.4 Fees and Exactions.

7.4.1 Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in this Section 7.4, 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 7.4, and as outlined in Exhibit H, 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.

7.4.2 Impact Fees and Exactions. Developer shall pay Impact Fees in accordance with the schedule of Impact Fees and Exactions attached to this Agreement as Exhibit H.

7.4.3 Processing Fees. The Project shall be subject to all City Processing Fees as set forth in Exhibit H to this Agreement.

7.4.4 Limitation on City's Future Discretion. The City in granting the Approvals and vesting the Developer's rights to develop the Project through this Agreement is limiting its future discretion with respect to the Project and Implementing Approvals to the extent that they are consistent with the Approvals and this Agreement, including those elements as approved in the Design Standards and Guidelines (e.g., street width, curblines, landscaping and street grades, etc.). For elements included in a request for an Implementing Approval that have not been previously reviewed or considered by the applicable City Agency (including but not limited to additional details or plans for a proposed building), the City Agency shall exercise its discretion consistent with the provisions of the Approvals and this Agreement, and otherwise in accordance with customary practice. In no event shall a City Agency deny issuance of an Implementing Approval based upon items that are consistent with the Approvals and this Agreement. Consequently, the City shall not use its discretionary authority to change the policy decisions reflected by the Approvals and this Agreement or otherwise to prevent or to delay development of the Project as contemplated in the Approvals and this Agreement. Nothing in the foregoing shall impact or limit

the City's discretion with respect to: (a) proposed Implementing Approvals that seek a Material Change to the Approvals, or (b) Board of Supervisor decisions on subdivision map appeals, as required by Law, not contemplated by the Approvals.

7.5 Changes in Federal or State Laws.

7.5.1 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 an Implementing Approval or to adopt a new Law applicable to the Project so long as such condition or denial or new regulation (i) 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 (ii) is required to comply with a Federal or State Law and in each case not for independent discretionary policy reasons that are inconsistent with the Approvals or this Agreement and (iii) is applicable on a City-Wide basis to the same or similarly situated uses and applied in an equitable and non-discriminatory manner. Developer retains the right to dispute any City

reliance on the Public Health and Safety Exception or the Federal or State Law Exception.

7.5.2 Changes in Federal or State Laws. If Federal or State Laws issued, enacted, promulgated, adopted, passed, approved, made, implemented, amended, or interpreted after the Effective Date have gone into effect and (i) preclude or prevent compliance with one or more provisions of the Approvals or this Agreement, or (ii) materially and adversely affect Developer's or the City's rights, benefits or obligations, 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 7.6, as applicable.

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

7.5.4 Termination of Agreement. If any of the modifications, amendments or additions described in Section 7.3.3 or this Section 7.5 or any changes in Federal or State Laws described above 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 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 Sections 7.3.3 or this Section 7.5 or any changes would materially and adversely affect or limit the Community Benefits (a “**Law Adverse to the City**”), then the City shall notify Developer and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. Upon receipt of a notice under this Section 7.5.4, 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 (i) Developer shall have the right to terminate this Agreement following a Law Adverse to Developer upon not less than thirty (30) days prior notice to the City, and (ii)

the City shall have the right to terminate this Agreement following a Law Adverse to the City upon not less than thirty (30) days prior notice to Developer; provided, notwithstanding any such termination, Developer shall be required to complete any Phase for which financing has been closed, and such completion shall include any Community Benefits and Public Infrastructure Improvements in connection with a particular new Building, or Phase, as set forth in the approved Phase Application for the applicable Phase.

7.6 No Action to Impede Approvals. Except and only as required under Section 7.6, 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 7.3.1.

7.7 Priority Processing for Implementing Approvals. City acknowledges and agrees that the Project is a critical City initiative. Accordingly, all City Agencies tasked with managing or reviewing various elements of the Implementing Approvals or other measures to implement the Project shall treat the Project as a priority, and shall make best efforts to dedicate sufficient attention and resources to the Project to facilitate the expeditious development thereof, as contemplated by this Agreement.

7.8 Criteria for Approving Implementing Approvals. The City shall not disapprove applications for Implementing Approval based upon any item or element that is consistent with this Agreement and the Approvals, and shall consider all such applications in accordance with its customary practices (subject to the requirements of this Agreement); provided, however, that the City may subject an Implementing Approval to any condition that is necessary to bring the

Implementing Approval into compliance with Applicable Laws. The City shall in no event be obligated to approve an application for an Implementing Approval that would effect a Material Change. If the City denies any application for an Implementing Approval that implements a Project as contemplated by the Approvals in order to bring such Implementing Approval into compliance with Applicable Laws, the City must specify in writing the reasons for such denial and shall suggest modifications required for approval of the application. Any such specified modifications shall be consistent with Applicable Laws and City staff shall approve the application if it is subsequently resubmitted for City review and corrects or mitigates, to the City's reasonable satisfaction, the stated reasons for the earlier denial in a manner that is consistent and compliant with Applicable Laws and does not include new or additional information or materials that give the City a reason to object to the application under the standards set forth in this Agreement. The City agrees to rely on the FEIR/EIS, to the greatest extent possible, as more particularly described in Section 4.9. With respect to any Implementing Approval, the City agrees to rely on the General Plan Consistency Findings to the greatest extent possible in accordance with applicable Laws; provided, however, that nothing shall prevent or limit the discretion of the City to require new or revised General Plan consistency findings in connection with any Material Change to the Approvals.

If any City Agency with jurisdiction objects to an Implementing Approval for any Building or any Community Improvement (including if the Community Improvement is part of a larger permit application) based upon the proposed width of a sidewalk, street or alley, then Developer may make a written demand for representatives from Developer, MTA, DPW, Planning, and the objecting City Agency to meet and confer in good faith within five (5) business days of the objection being raised (whether raised formally or informally) to attempt to find a mutually satisfactory resolution to the objection that meets the goals of City policy,

including the City's Better Streets Plan, its Transit First Policy, and the Project requirements and goals, including the Design Standards and Guidelines document, or any applicable streetscape plan, the Approvals or this Agreement. By entering into this Agreement, the City's Board of Supervisors has reviewed and approved the sidewalk, street and alley widths, as set forth in Exhibit P and the Design Standards and Guidelines, as consistent with the City's central policy objective to ensure street safety for all users while maintaining adequate clearances, including for fire apparatus vehicles.

7.9 Estoppel Certificates. Developer may, at any time, and from time to time, deliver notice to the Planning Director requesting that the Planning Director certify to Developer, a potential Transferee, or a potential lender to Developer, in writing that to the best of the Planning Director's knowledge: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, and if so amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information; (iii) Developer is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe therein the nature and amount of any such Defaults; and (iv) the findings of the City with respect to the most recent annual review performed pursuant to Article 9. The Planning Director, acting on behalf of the City, shall execute and return such certificate within forty-five (45) days following receipt of the request.

7.10 Existing, Continuing Uses and Interim Uses. The Parties acknowledge that the Existing Uses are lawfully authorized uses and may continue, as such uses may be modified by the Project, provided that any modification thereof that is not a component of or contemplated by the Project is subject to any conditions or requirements placed on the Project through the MDA, ground lease or any loan or grant agreements between the Developer and the City. Developer and

SFHA may install interim or temporary uses on the Project Site, which uses must not preclude those uses allowed under the Approvals. Without limiting the foregoing, such interim or temporary uses may include, but shall not be limited to, roads, pedestrian paths, site amenities, and other improvements intended to facilitate the phased development of the Project. Additionally, any actions taken on the Project Site that are not explicitly contemplated as part of this Agreement will be reviewed pursuant to the rules of the Potrero SUD and the Planning Code as applicable.

8. MUTUAL OBLIGATIONS

8.1 Revocation or Termination. Upon 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.

8.2 Agreement to Cooperate; Specific Actions by the City.

8.2.1 Agreement to Cooperate. The Parties agree to cooperate with one another to expeditiously implement the Project in accordance with the Approvals, any Implementing Approvals and this Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of this Agreement, the Approvals and any Implementing Approvals are implemented. The Parties agree that the Planning Department (or such other department to whom the obligation is delegated by the Director of the Planning Department after notice to Developer) will act as the City's lead agency to facilitate coordinated City review of applications for the Project. As such, Planning Department (or such other department) staff will: (a) work with Developer to

ensure that all such applications to the City are technically sufficient and constitute complete applications, and (b) interface with City staff responsible for reviewing any application under this Agreement to facilitate an orderly, efficient approval process that avoids delay and redundancies.

8.2.2 Specific Actions by the City. 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), and shall include instituting and completing proceedings for temporary or permanent closing or occupancy, widening, narrowing, modifying (including changes from vehicular to pedestrian use) or changing the grades of streets, alleys, sidewalks, and other right-of-ways, and other necessary modifications of the streets, the street layout, and other public or private right-of-ways in or near the Project Site, including streetscape improvements, encroachment permits, improvement permits, and any requirement to abandon, remove, and relocate public utilities (and, when applicable, City utilities) within the public right-of-ways as identified in the Approvals and Implementing Approvals. City Agencies shall process with due diligence all submissions and applications by Developer on all permits, approvals, construction or occupancy permits for the Project subject to the acceptance of the same as complete.

8.3 Non-City Approvals Cooperation to Obtain Permits. The Parties acknowledge that certain portions of the Project may require the approval of Federal, State, and local governmental agencies that are independent of the City and not a Party to this Agreement (“**Non-**

City Agencies”). The City will reasonably cooperate with reasonable requests by Developer in connection with Developer’s efforts to obtain permits, agreements, or entitlements from Non-City Agencies as may be necessary or desirable for the development, operation and use of the Project (each, a “**Non-City Approval**”). The City’s commitment to Developer under this Agreement is subject to the following conditions:

(a) Throughout the permit process for any Non-City Approval, Developer shall consult and coordinate with each affected City Agency in Developer’s efforts to obtain the permits, agreements, or entitlements, and each such City Agency shall cooperate reasonably with Developer in Developer’s efforts to obtain the same.

(b) Developer shall not agree to conditions or restrictions in any Non-City Approval that could create: (1) any obligations on the part of any City Agency, unless the City Agency agrees in writing, following the receipt of any necessary governmental approvals, to assume such obligations; or (2) any restrictions on City property, unless in each instance the City, including each affected City Agency, has previously approved in its sole discretion the conditions or restrictions in writing following the receipt of any necessary governmental approvals.

(c) The City shall have no duty to cooperate with public utilities and communication service providers to the extent that the cooperation efforts requested by Developer are materially in excess of the City’s typical efforts in connection with other major development and construction projects in the City.

(d) Costs. Developer shall bear all costs associated with applying for and obtaining any necessary Non-City Approval. Developer, at no cost to the City, shall be solely responsible for complying with any Non-City Approval and any and all conditions

or restrictions imposed as part of a Non-City 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 Approval.

8.4 Cooperation in the Event of Third-Party Challenge. In the event any administrative, legal or equitable action or proceeding is instituted by any party other than the City, SFHA, or Developer challenging the validity or performance of any provision of this Agreement, the Project, the Approvals or Implementing Approvals, the adoption or certification of the FEIR/EIS or other actions taken pursuant to CEQA, or other approvals under Laws relating to the Project, any action taken by the City, SFHA, or Developer in furtherance of this Agreement, or any combination thereof relating to the Project or any portion thereof ("**Third-Party Challenge**"), the Parties shall cooperate in defending against such challenge. The City or SFHA, as applicable, shall promptly notify Developer of any Third-Party Challenge instituted against the City.

8.4.1 Developer shall assist and cooperate with the City and SFHA at Developer's own expense in connection with any Third-Party Challenge. The City Attorney's Office and SFHA may use its own legal staff or outside counsel in connection with defense of the Third-Party Challenge, at the City Attorney's and SFHA's sole discretion. Developer shall reimburse the City and SFHA for their 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 quarterly invoices for all such costs. Notwithstanding the foregoing, Developer's obligation to reimburse the City and SFHA shall be

limited to insurable claims covered by the Project's insurance coverage and the applicable limits of such coverage.

8.4.2 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 under this Agreement (whether the Project commenced or not), including the City's actions taken pursuant to CEQA, Developer may elect to terminate this Agreement. Upon any such termination (or, upon the entry of a judgment terminating this Agreement, if earlier), the City, SFHA and Developer shall jointly seek to have the Third-Party Challenge dismissed and Developer shall have no obligation to reimburse City and SFHA defense costs that are incurred after the dismissal.

8.4.3 The filing of any Third Party Challenge shall not delay or stop the development, processing or construction of the Project or the issuance of Implementing Approvals unless the third party obtains a court order preventing the activity.

8.5 Permits to Enter City Property. Subject to the rights of any third party, the rights of the public and the City's reasonable agreement on the scope of the proposed work and insurance and security requirements, each City Agency with jurisdiction shall grant permits to enter, street improvement permits or excavation permits, as applicable, for City-owned property on the City's standard forms, including, without limitation, provisions regarding release, waivers and indemnification in keeping with the City's standard practices, so long as the same is consistent with Applicable Law, and otherwise on commercially reasonable terms, in order to permit Developer to

enter City-owned property as necessary to construct the Project or comply with or implement the Approvals or other requirements in this Agreement.

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

8.7 Other Necessary Acts. Each Party shall use good faith efforts to take such further actions as may be reasonably necessary to carry out this Agreement, the Approvals and any Implementing 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.

8.8 Public Funding. Exhibit O to this Agreement outlines the obligations of the Developer and the City as related to public funding. The Parties acknowledge and agree that the Developer's ability to carry out the Project depends on adequate, timely funding from the City, and that any and all City funding commitments are subject to the City's and MOHCD's annual or bi-annual budget approval process. Accordingly, the Developer will use good faith best efforts to carry out the Developer's obligations related to the application for, and receipt of, public funding as contained in Exhibit O. The City, including, but not limited to, MOHCD, subject to the budgetary discretion of the City's Board of Supervisors, will use good faith best efforts to provide funding for the Project consistent with the processes contained in Exhibit O.

9. PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

9.1 Annual Review. Pursuant to Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code (as of the Effective Date), at the beginning of the second week of each January following final adoption of this Agreement and for so long as this 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 this Agreement. The Planning Director may, at the Director’s discretion, provide notice to the Developer prior to the Annual Review Date that the review will commence at a specified date later in the calendar year. The failure to commence such review in January shall not waive the Planning Director’s right to do so later in the calendar year; provided, however, that such review shall be deferred to the following January if not commenced on or before August 1st. The Planning Director may elect to forego an annual review if no significant construction work occurred on the Project Site during that year, or if such review is otherwise not deemed necessary.

9.2 Review Procedure. In conducting the required initial and annual reviews of Developer’s compliance with this Agreement, the Planning Director shall follow the process set forth in this Section 9.2.

9.2.1 Required Information from Developer.

Upon request by the Planning Director, but not more than sixty (60) days after the later of the Annual Review Date or the date of the request from the Planning Director, Developer shall provide a letter to the Planning Director certifying Developer’s good faith compliance with this Agreement. The letter shall provide evidence to show compliance with the requirements of this Agreement including, but not limited to, the following: the Community

Benefits and Public Infrastructure Improvements constructed by Developer as required by the Phasing Plan, development of the Affordable and Market Rate Parcels as required by the Phasing Plan, implementation of Transportation Demand Management measures, CEQA mitigation measures required by the FEIR, and the Developer's obligations with regard to workforce and hiring goals. The Planning Director shall post a copy of Developer's submittals on the Planning Department's website.

9.2.2 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 Developer not in compliance with this Agreement, then the City may pursue available rights and remedies in accordance with this Agreement and Chapter 56. The City's failure to initiate or to timely complete the annual review shall not be a default and shall not be deemed to be a waiver of the right to do so at a later date. All costs incurred by the City under this Article 9 shall be included in the City Costs. City Reports due under this Agreement do not remove the requirement

to provide periodic reports under any loan or grant agreement between Developer and City or upon request by any other City Agency.

9.2.3 Effect on Transferees. If Developer has effected a Transfer so that its interest in the Project Site has been divided between Developer and/or Transferees, then the annual review hereunder shall be conducted separately with respect to Developer and each Transferee. If the Board of Supervisors terminates, modifies or takes such other actions as may be specified in Administrative Code Chapter 56 and this Agreement in connection with a determination that Developer or a Transferee has not complied with the terms and conditions of this Agreement, such action by the Planning Director, Planning Commission, or Board of Supervisors shall be effective only as to the Party to whom the determination is made and the portions of the Project Site in which such Party has an interest.

9.2.4 Default. The rights and powers of the City under this Section 9.2 are in addition to, and shall not limit, the rights of the City to terminate or take other action under this Agreement on account of the commission by Developer, or a Transferee, of an Event of Default.

10. ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

10.1 Enforcement. The only Parties to this Agreement are the City, SFHA, and Developer (and any successors and Transferees). This Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever.

10.2 Meet and Confer Process. Before sending a notice of default in accordance with Section 10.3, the Party which may assert that the other Party has failed to perform

or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than ten (10) days, to respond to or cure such alleged failure; 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 10.3 would impair, prejudice or otherwise adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request that such meeting and conference occur within three (3) business days following the request and if, despite the good faith efforts of the requesting Party, such meeting has not occurred within seven (7) business days of such request, such Party shall be deemed to have satisfied the requirements of this Section 10.2 and may proceed in accordance with the issuance of a notice of default under Section 10.3.

10.3 Default. The following shall constitute a “Default” under this Agreement: the failure to perform or fulfill any material term, provision, obligation, or covenant of this Agreement and the continuation of such failure for a period of sixty (60) days following notice and demand for compliance; provided, however, that Developer shall not be in Default if the failure to perform or fulfill any material term, provision, obligation, or covenant of this Agreement is caused in whole or in part by the unavailability of Project funding from the City, if such unavailability of Project funding is not based on Developer’s non-compliance or non-performance with the provisions of Exhibit O or under any loan agreement or grant agreement between MOHCD and the Developer or any Affiliate. Notwithstanding the foregoing, if a failure can be cured but the cure cannot reasonably be completed within sixty (60) days, then it shall not be considered a Default if a cure is commenced within said 60-day period and diligently prosecuted to completion thereafter. Any notice of default given by a Party shall specify the nature of the alleged failure and, where

appropriate, the manner in which said failure satisfactorily may be cured (if at all). Notwithstanding any other provision in this Agreement to the contrary, if Developer conveys or Transfers some but not all of the Project such that there is more than one Party responsible for performing any of the Developer's obligations under this Agreement, there shall be no cross-default between the separate Parties that assumed such Developer's obligations or between the separate Parties and Developer. Upon execution of the Assignment and Assumption Agreement described in Section 13.3 herein, the Transferee and the portion of the Project Site for which Transferee has a beneficial interest shall be treated separately from all other portions of the Project Site for the purposes of this Agreement, and neither Transferee nor any other Transferee or Developer shall therefore have any liability for any other Transferee's or Developer's non-compliance with this Agreement. Accordingly, if a Transferee or Developer Defaults, it shall not be a Default by any other Transferee or Party that has a beneficial interest (e.g. ground lease, license) over a different portion of the Project Site. Notwithstanding the foregoing, any Developer Default under this Agreement, but not including a default by a Transferee, shall be a default under any loan or grant agreement between MOHCD and the Developer, or the MDA; and provided further that any Developer Default under any loan or grant agreement between MOHCD and the Developer (as defined in such agreements) or under the MDA (as defined in the MDA) shall be considered a Default under this Agreement. For the purposes of the preceding sentence only, the term "Developer" shall refer only to the entity entering into this Agreement and not to any Transferee.

10.4 Remedies.

10.4.1 Specific Performance. Subject to, and as limited by, the provisions of Section 10.4.3, 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.

10.4.2 Termination. In the event of an uncured Default by Developer, the City may, consistent with the provisions of Chapter 56, elect to terminate this Agreement by sending a notice of termination to the Developer, which notice of termination shall state the Default. This Agreement will be considered terminated effective upon the date set forth in the notice of termination, which shall in no event be earlier than sixty (60) days following delivery of the notice. Notwithstanding the foregoing, in the event of an uncured Default by Developer, the City, in its sole discretion, may, consistent with the provisions of Chapter 56, elect to remove the Developer and transfer all rights and obligations of Developer under this Agreement to a new entity to develop the Project Site as a party to this Agreement. Accordingly, Developer, by execution of this Agreement does hereby consent to such a transfer of its rights and obligations under this Agreement in the event of Default, at the City's election and consistent with the provisions of Chapter 56.

10.4.3 Limited Damages. The Parties have determined that except as set forth in this Section 10.4.3, (a) monetary damages are generally inappropriate, (b) 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 (c) 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: (a) 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, (b) 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, (c) for any Community Improvement for which specific performance is determined by a court of competent jurisdiction not to be an available remedy, except if and to the extent directly or indirectly resulting from action or inaction by or on behalf of City or any City Agencies, the City shall have the right to monetary damages according to proof against Developer equal to the costs that would have been incurred by Developer to complete the Community Improvement, (d) either Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 9.6, and (e) the City shall have the right to administrative penalties if and only to the extent expressly stated in Applicable Laws. 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.

10.4.4 City Processing/Certificates of Occupancy.

The City shall have the right to withhold a final certificate of occupancy for a Building until all of the Community Benefits and Public Infrastructure Improvements tied to that Building have been completed, except in the case of Affordable Housing Units funded in whole or in part with Low Income Housing Tax Credits. For a Building to be deemed completed Developer shall have completed all of the streetscape and open space improvements described in the approved Phase Application for that Building; provided, if the City issues a final certificate of occupancy before such items are completed, consistent with the terms for such issuance as outlined in the approved Phase Application, then Developer shall promptly complete such items following issuance.

10.5 Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any condition or failure of performance, including a Default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other condition, action or inaction, or cover any other period of time, other than any condition, action or inaction and/or period of time specified in such express waiver. One or more

written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action or inaction, and the performance of the same or any other term or provision contained in this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek injunctive relief or other expedited judicial and/or administrative relief to prevent irreparable harm.

10.6 Attorneys' Fees. Should legal action be brought by either Party against the other for a Default under this Agreement or to enforce any provision herein, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs. For purposes of this Agreement, "**reasonable attorneys' fees and costs**" means the reasonable fees and expenses of counsel to the Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The term "**reasonable attorneys' fees and costs**" shall also include, without limitation, all such reasonable fees and expenses incurred with respect to appeals, mediation, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Agreement, the reasonable fees of attorneys of City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the Law for which the City Attorney's Office's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

11. FINANCING; RIGHTS OF MORTGAGEES.

11.1 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 in which

it holds an interest in real property for the benefit of any Mortgagee as security for one or more loans (“Encumbrance Rights”). Developer and SFHA, as to their respective interests in the Project Site, represent that there are no Mortgages on the Project Site as of the Effective Date. Notwithstanding the foregoing, Developer’s exercise of its Encumbrance Rights must be consistent with the terms of the ground lease between the Developer and SFHA and any loan or grant agreements between the Developer and the City.

11.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those which are or are intended to be covenants running with the land, a Mortgagee, including any Mortgagee who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings, or conveyance or other action in lieu thereof, or other remedial action, shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or any part thereof or to guarantee such construction or completion. The foregoing provisions shall not be applicable to any party who, after a foreclosure, conveyance or other action in lieu thereof, or other remedial action, obtains title to some or all of the Project Site (including to a leasehold interest under a long term ground lease) from or through the Mortgagee, or any other purchaser at a foreclosure sale other than the Mortgagee itself, on which certain Community Improvements must be completed as set forth in Section 4.6. 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 needed to conserve or protect improvements or construction already made) unless or until such person or entity assumes

Developer's obligations under this Agreement.

11.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee.

Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each Mortgagee having a Mortgage on the real property which is the subject of the breach or default who has previously made a written request to the City therefor, at the last address of such Mortgagee specified by such Mortgagee in such notice. In addition, if such breach or default remains uncured for the period permitted with respect thereto under this Agreement, the City shall deliver a notice of such failure to cure such breach or default to each such Mortgagee at such applicable address. A delay or failure by the City to provide such notice required by this Section shall extend for the number of days until notice is given, the time allowed to the Mortgagee for cure. In accordance with Section 2924 of the California Civil Code, the City requests that a copy of any notice of default and a copy of any notice of sale under any Mortgage be mailed to the City at the address for notices under this Agreement.

11.4 Mortgagee's Option to Cure Defaults. After receiving any notice of failure to cure referred to in Section 11.3, 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 event of default, plus an additional period of: (a) thirty (30) days to cure a monetary event of default; and (b) sixty (60) days to cure a non-monetary event of default which is susceptible of cure by the Mortgagee without obtaining title to the applicable property. If an event of default is not cured within the applicable cure period, the City nonetheless shall refrain from exercising any of its remedies with respect to the event of default if, within the Mortgagee's applicable cure period: (i) the Mortgagee notifies the City that it intends to proceed with due diligence to foreclose the

Mortgage or otherwise obtain title to the subject property; and (ii) the Mortgagee commences foreclosure proceedings within sixty (60) days after giving such notice, and thereafter diligently pursues such foreclosure to completion; and (iii) after obtaining title, the Mortgagee diligently proceeds to cure those events of default: (A) which are required to be cured by the Mortgagee and are susceptible of cure by the Mortgagee, and (B) of which the Mortgagee has been given notice by the City. Any such Mortgagee or Transferee of a Mortgagee who shall properly complete the improvements relating to the Project Site or applicable part thereof shall be entitled, upon written request made to the Agency, to a Certificate of Completion.

11.5 Mortgagee's Obligations with Respect to the Property. Notwithstanding anything to the contrary in this Agreement, no Mortgagee shall have any obligations or other liabilities under this Agreement unless and until it acquires title by any method to all or some portion of the Project Site (referred to hereafter as "**Foreclosed Property**"). A Mortgagee that acquires title by foreclosure 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. Upon the occurrence and continuation of an uncured default by a Mortgagee or Transferee in the performance of any of the obligations to be performed by such Mortgagee or Transferee pursuant to this Agreement, the City shall be afforded all its remedies for such uncured default as provided in this Agreement.

11.6 No Impairment of Mortgage. No default by the Developer under this Agreement shall invalidate or defeat the lien of any Mortgagee. Neither a breach of any obligation secured by any Mortgage or other lien against the mortgaged interest nor a foreclosure under any Mortgage or other lien, shall defeat, diminish, render invalid or unenforceable or otherwise impair

the Developer's rights or obligations or constitute a default under this Agreement.

11.7 Cured Defaults. Upon the curing of any event of default by Mortgagee within the time provided in this Article 11 the City's right to pursue any remedies with respect to the cured event of default shall terminate.

12. AMENDMENT; TERMINATION; EXTENSION OF TERM

12.1 Amendment or Termination. This Agreement may only be amended with the mutual written consent of the City and Developer, provided following a Transfer, the City and Developer or any Transferee may amend this Agreement as it affects Developer or the Transferee and the applicable portion of the Project Site 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 4.10.2, 7.5.4, 8.4.2 and 10.4.2 and 12.2 this Agreement may only be terminated with the mutual written consent of the Parties. Any amendment to this Agreement that does not constitute a Material Change may be agreed to by the Planning Director (and, to the extent it affects any rights or obligations of a City department, with the approval of that City Department). Any amendment that is a Material Change will require the approval of the Planning Director, the Planning Commission and the Board of Supervisors (and, to the extent it affects any rights or obligations of a City department, after consultation with that City department).

12.2 Termination by Developer for Infeasibility. The parties acknowledge that the long-term, phased nature of the Project presents inherent uncertainties regarding the conditions under which the Project will be developed, including but not limited to uncertainty regarding the availability of public funding for the Project. If the Developer makes a reasonable, good faith determination that the Project or a Phase is infeasible, despite good faith efforts by the Developer (or its Transferees, as applicable), it may deliver a "**Notice of Infeasibility**" to the Planning Department

and MOHCD. The Notice of Infeasibility shall state with reasonable specificity the basis for determining such infeasibility and, if applicable, ways in which feasibility may be restored. Without limiting the generality of the foregoing, if (i) there has been a determination of Infeasibility under the MDA, including infeasibility related to the relocation obligations of the parties under the MDA or (ii) Project funding is delayed for a period of more than twelve (12) months from the date of a funding request to the City from Developer, and such delay is not due to Developer's incomplete submittals or other inadequate responses related to such funding requests, such findings or delays shall be grounds for a Notice of Infeasibility. Upon delivery of a Notice of Infeasibility, the City and the Developer, shall promptly meet to discuss the circumstances and the manner in which feasibility may be restored. If within ninety (90) days of the Notice of Infeasibility the Parties have restored feasibility in the reasonable determination of the Developer, then the Developer shall issue a written acknowledgement of such. If feasibility has not been restored, as reasonably determined by the Developer, and after the Developer has provided documents demonstrating such continuing infeasibility, the Developer may terminate this Agreement with respect to the Project or the subject Phase without fault. Notwithstanding the foregoing, if the City does not agree with the Developer's determination of continuing infeasibility, the City and the Developer 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 City and the Developer remain unable to resolve the issue following such mediation, then Developer shall have the right to terminate this Agreement upon not less than thirty (30) days prior notice to the City; provided, notwithstanding any such termination, Developer shall be required to complete any Phase for which financing has been closed, and such completion shall include any Community Benefits and Public Infrastructure Improvements in connection with a particular new Building, or Phase, as set forth in the approved Phase Application for the applicable Phase.

Following such a termination, any costs incurred by a Party in connection with this Agreement shall be completely borne by such Party, except for development costs to be funded by City or other development sources, and neither Party shall have any rights against or liability to the other, except for those provisions of this Agreement that recite that they survive termination of this Agreement.

12.3 Termination and Vesting. Any termination under this Agreement shall concurrently effect a termination of the Approvals with respect to the terminated portion of the Project Site, except as to any Approval pertaining to a Phase that has Commenced Construction in reliance thereon. In the event of any termination of this Agreement by Developer resulting from a Default by the City and except to the extent prevented by such City Default, Developer's obligation to complete the applicable Community Improvements shall continue as to the Phase which has Commenced Construction and all relevant and applicable provisions of this Agreement shall be deemed to be in effect as such provisions are reasonably necessary in the construction, interpretation or enforcement to this Agreement as to any such surviving obligations. The City's and Developer's rights and obligations under this Section 12.3 shall survive the termination of this Agreement.

12.4 Amendment Exemptions. No issuance of an Implementing Approval, or amendment of an Approval or Implementing Approval, shall by itself require an amendment to this Agreement. And no change to the Project that is permitted under the Potrero Plan Documents 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 Implementing Approval). Notwithstanding the foregoing, if there is any direct conflict between the terms of this Agreement and an Implementing Approval, or between this Agreement and any amendment to an Approval or Implementing 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 Implementing Approval or the proposed amendment to an Approval or Implementing Approval. The Planning Department and the Planning Commission, as applicable, shall have the right to approve changes to the Project as described in the Exhibits in keeping with its customary practices, the Potrero SUD and applicable Planning Code provisions, and the Potrero Plan Documents, 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. If the Parties fail to amend this Agreement as set forth above when required, however, then the terms of this Agreement shall prevail over any Implementing Approval or any amendment to an Approval or Implementing Approval that conflicts with this Agreement.

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

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

and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

12.5.2 Excusable Delay. means the occurrence of an event beyond a Party's reasonable control which causes such Party's performance of an obligation to be delayed, interrupted or prevented, including, but not limited to: changes in Federal or State Laws; strikes or the substantial interruption of work because of labor disputes; inability to obtain materials; freight embargoes; civil commotion, war or acts of terrorism; inclement weather, fire, floods, earthquakes or other acts of God; epidemics 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 the 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.

13. TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

13.1 Permitted Transfer of this Agreement. At any time, subject to the limitations set forth in this Article 13, Developer shall have the right to convey, assign or transfer all or any part of its right, title and interest (including, as applicable, its leasehold interest or interest in any license agreement with the City) in and to all or part of this Agreement (a “**Transfer**”) consistent with the transfer provisions of any applicable loan agreements between Developer and MOHCD or the transfer provisions of the MDA or any applicable ground lease between SFHA and the Developer, provided that it also transfers to such party (the “**Transferee**”) all of its interest, rights or obligations to the applicable, corresponding portions of the Project Site (the “**Transferred Property**”) as listed below, and further provided that all Transfers shall require that all obligations assumed by the Transferee may, at the election of the City and subject to rights of Mortgagees, revert back to Developer (the “**Restored Obligations**”) if the Transferee is in default under any

agreements with MOHCD and SFHA as related to the Transferred Property and such default has not been timely cured. The Developer , at no time, shall have any obligation to cure such Transferee defaults and may subsequently transfer the Transferred Property to another entity subject to the provisions of this Article 13. Notwithstanding the foregoing, the Restored Obligations requirements will not apply to Market Rate Parcels.

13.1.1 Public Infrastructure Improvements.

Developer may, subject to the requirements of this Article 13 and any applicable funding agreements between Developer and MOHCD or the transfer provisions of the MDA, or any applicable ground lease between SFHA and the Developer , Transfer its rights and obligations under this Agreement with respect to the construction of the Public Infrastructure Improvements to an Affiliate, subject to the approval of DPW if such transfer occurs after the issuance of any required City permits related to the construction of the Public Infrastructure Improvements, and provided it also transfers its rights and obligations under any applicable lease or license agreement to such Transferee.

13.1.2 Affordable Parcels. Developer may, subject to the requirements of this Article 13 and any applicable loan agreements between Developer and MOHCD or the transfer provisions of the MDA, or any applicable ground lease between SFHA and the Developer, Transfer its rights and obligations under this Agreement with respect to the development of vertical improvements on any of the Affordable Parcels, to an Affiliate,

provided it also transfers its rights and obligations under the applicable ground lease and loan agreement for each such Affordable Parcel to such Transferee.

13.1.3 Community Improvements. Developer may, subject to the requirements of this Article 13 and any applicable funding agreements between Developer and MOHCD or the transfer provisions of the MDA, or any applicable ground lease between SFHA and the Developer, Transfer its rights and obligations under this Agreement with respect to the development of the Community Improvements. In addition, Developer may transfer, subject to SFHA and MOHCD consent, any ongoing, post-construction obligations related to the Community Improvements and the Public Infrastructure Improvements (such as open space operation and maintenance, obligations under the Transportation Demand Management requirements set forth in Exhibit M, or public right of way and utility maintenance requirements prior to the effective date of acceptance thereof by the City) to a residential, commercial or Project Site-wide management association (“**CMA**”) provided such CMA reflects commercially reasonable requirements and standards generally applicable to similar developments and has the financial capacity and ability to perform the obligations so transferred. No such Transfer of ongoing Community Improvement obligations shall require a transfer of Developer’s (or its Transferee’s, as applicable) leasehold interest over the applicable portion of the Project Site.

13.1.4 Market-Rate Parcels. SFHA shall transfer their rights and obligations under this Agreement with respect to the

development of the vertical improvements on the Market Rate Parcels to any party selected by SFHA and MOHCD pursuant to the terms and provisions of the MDA. Such Transfer shall occur concurrently with execution of any sale or ground lease of the Market Rate Parcels by SFHA and must be consistent with the provisions in Exhibit S attached to this Agreement.

13.1.5 Entire Agreement. Developer may, with the consent of City, transfer all of its rights and obligations under this Agreement to a qualified entity, as determined by City, acting through MOHCD, in its sole and absolute discretion, provided that Developer transfers all of its rights and obligations to any portion of the Project Site to such Transferee.

13.2 Transferee Obligations. The Parties understand and agree that rights and obligations under this Agreement run with the land, and each Transferee must satisfy the obligations of this Agreement with respect to the land owned, ground leased, or licensed by and to it; provided, however, notwithstanding the foregoing, if an owner, ground lessee, or licensee of a portion of the Project Site (other than a mortgagee, including any mortgagee who obtains title to the Project Site or any portion thereof as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action) does not enter into an Assignment and Assumption Agreement approved by the Planning Director, after approval by the MOHCD Director, which approvals by the Planning Department and MOHCD shall not be unreasonably withheld, then it shall have no rights, interests or obligations under this Agreement and the City shall have such remedies as may be available for violation of this Article 13.

13.3 Notice and Approval of Transfers. With regard to any proposed Transfer under this Article 13, Developer shall provide not less than ninety (90) days written notice to City

before any proposed Transfer of its interests, rights and obligations under this Agreement, or any other longer time period required under any applicable loan agreements between Developer and MOHCD or the transfer provisions of the MDA, or any applicable ground lease between SFHA and the Developer. Such request shall be reviewed by the Director of Planning and MOHCD pursuant to the terms of this Agreement, Developer shall provide, with such notice, a copy of an assignment and assumption agreement, in substantially the form attached hereto as Exhibit S, that Developer proposes to enter into, with a detailed description of what obligations are to be assigned to the Transferee and what obligations will be retained by Developer, and a description of the real property proposed for conveyance to the Transferee (an “**Assignment and Assumption Agreement**”). Each Assignment and Assumption Agreement shall be in recordable form, in substantially the form attached hereto as Exhibit S, and include: (i) an agreement and covenant by the Transferee not to challenge the enforceability of any of the provisions or requirements of this Agreement, including but not limited to the Costa-Hawkins Act provisions and waivers as applicable; (ii) a description of the obligations under this Agreement (including but not limited to obligations to construct Community Improvements or Public Infrastructure Improvements and Mitigation Measures) that will be assumed by the assignee and from which assignor will be released; (iii) confirmation of all of the Indemnifications and releases set forth in this Agreement; (iv) a covenant not to sue the City, and an Indemnification to the City, for any and all disputes between the assignee and assignor; (v) a covenant not to sue the City, and an Indemnification to the City, for any failure to complete all or any part of the Project by any party, and for any harm resulting from the City’s refusal to issue further permits or approvals to a defaulting party under the terms of this Agreement; (vi) a transfer of any existing bonds or security required under this Agreement, or the Transferee will provide new bonds or security to replace the bonds or security that had been provided by Developer or a

predecessor Transferee, (vii) a provision recognizing the Restored Obligations requirement of Section 13.1 of this Agreement (for all parcels other than Market-Rate Parcels); and (viii) such other matters as are deemed appropriate by the assignee and assignor and are approved by the City. Each Assignment and Assumption Agreement shall become effective when it is duly executed by the Parties, the Planning Director, after consultation with the MOHCD Director, has executed the consent, and it is recorded in the Official Records.

13.4 City Review of Proposed Transfer. The City shall use good faith efforts to promptly review and respond to all approval requests under this Article 13. The City shall explain its reasons for any denial, and the parties agree to meet and confer in good faith to resolve any differences or correct any problems in the proposed documentation or transaction. If the City grants its consent, the consent shall include a fully executed, properly acknowledged release of assignor for the prospective obligations that have been assigned, subject to the Reverting Obligations condition, in recordable form, and shall be recorded together with the approved Assignment and Assumption Agreement. Notwithstanding anything to the contrary set forth in this Agreement, the City shall not be required to consider any request for consent to any Transfer while Developer is in uncured breach of any of its obligations under this Agreement. Any sale or conveyance of all or part of Developer's interest in an Affordable Parcel during the Term without an Assignment and Assumption Agreement as required by this Article 13 assigning the applicable portions of this Agreement, if any, shall be an Event of Default. Any Transfer in violation of this Article 13 shall be an Event of Default. If Developer fails to cure such Event of Default by voiding or reversing the unpermitted Transfer within ninety (90) days following the City's delivery of the Notice of Default, the City shall have the rights afforded to it under Article 12.

13.5 Permitted Contracts. Developer has the right to enter into contracts with

third parties, subject to any procurement requirements, including but not limited to construction and service contracts, to perform work required by Developer under this Agreement and consistent with the provisions of Section 6.6 of this Agreement. No such contract shall be deemed a Transfer under this Agreement and Developer shall remain responsible to City for the Completion of the work in accordance with this Agreement, subject to Excusable Delay.

13.6 Release of Liability. Upon recordation of an approved Assignment and Assumption Agreement, Developer 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, subject to the Reverting Obligations condition, and the Transferee shall be deemed to be “**Developer**” under this Agreement with all rights and obligations related thereto, with respect to such 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. Similarly, if Developer Defaults under this Agreement, such Default shall not constitute a default by any Transferee with respect to the portion of the Project Site for which Transferee owns a beneficial interest, and shall not entitle the City to terminate or modify this Agreement with respect to Transferee’s rights, except as otherwise provided herein. Additionally, the annual review provided by Article 9 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.

13.7 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 foregoing notwithstanding, the Parties acknowledge and agree that a failure to complete a Mitigation Measure may, if not completed, delay or prevent a different party's ability to start or complete a specific Building or improvement under this Agreement if and to the extent the completion of the Mitigation Measure is a condition to the other party's right to proceed as specifically described in the Mitigation Measure, and Developer and all Transferees assume this risk. Accordingly, in some circumstances the City may withhold Implementing Approvals based upon the acts or omissions of a different party; provided, however, that City will not withhold or delay approval of Implementing Approvals if the party that has failed to perform is a third party developer of a Market Rate Parcel.

13.8 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, whether or not any reference to this Agreement

is contained in the instrument by which such person acquired an interest in the Project Site.

13.9 Rights of Developer. The provisions in this Section 13 shall not be deemed to prohibit or otherwise restrict Developer from (a) granting easements or licenses to facilitate development of the Project Site, (b) 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, (c) entering into a joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, or (d) transferring all or a portion of the Project Site pursuant to a foreclosure, conveyance in lieu of foreclosure, or other remedial action in connection with a Mortgage; provided, however, such rights of any developer of any portion of the Project Site shall also be subject to the requirements of any loan agreements between such developer and MOHCD, the provisions of the MDA, or any applicable ground lease between such developer and SFHA.

14. DEVELOPER REPRESENTATIONS AND WARRANTIES

14.1 Interest of Developer; Due Organization and Standing. Developer represents that it owns a beneficial interest in the Project Site (as prospective ground lessee of the Affordable Parcels and prospective licensee of the Market-Rate Parcels and Public Infrastructure Improvements parcels, pursuant to the terms of the MDA). SFHA is the legal owner of the Project Site. The parties acknowledge and agree that SFHA will retain ownership of the Market Rate Parcels until it conveys fee title thereto to developers selected pursuant to the RFP process described in Section 4.4, and in accordance with the terms and conditions of the MDA. SFHA hereby expressly consents to this Agreement and to the application of the terms and conditions contained herein to the Project Site, including but not limited to the Market Rate Parcels. SFHA is a public body, corporate and politic, duly organized and validly existing and in good standing under the Laws of the State of California. Developer is a limited liability company duly organized and validly

existing and in good standing under the Laws of the State of California. Developer has all requisite power to own its property and authority to conduct its business as presently conducted. SFHA and Developer represent and warrant that there is no existing lien or encumbrance recorded against the Project Site that, upon foreclosure or the exercise of remedies, would permit the beneficiary of the lien or encumbrance to eliminate or wipe out the obligations set forth in this Agreement that run with applicable land.

14.2 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.

14.3 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.

14.4 Notification of Limitations on Contributions. Through execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City

elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until three (3) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

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

14.6 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.

14.7 Priority of Development Agreement. SFHA as legal owner represents that, as of the Effective Date, the Project Site is subject to certain declarations of trust (collectively, the "Declarations of Trust") in favor of the U.S. Department of Housing and Urban Development ("HUD"), and that pursuant to such Declarations of Trust, HUD has imposed certain limitations on

the Project Site, and HUD retains certain rights and remedies in the event of violation of the Declarations of Trust. SFHA represents that, other than the Declarations of Trust, there is no other prior lien or encumbrance (other than liens for taxes or assessments, that are not yet due) against the Project Site that permit the holder or beneficiary of such lien or encumbrance the right to foreclose against the Property, or any similar right (a "Security Financing Interest"). As of the Effective Date, SFHA has commenced the process to request HUD to release the Declarations of Trust in accordance with HUD's standard process and applicable regulations; provided, however, unless and until HUD releases the Declarations of Trust as encumbrances from the Project Site pursuant to HUD's applicable regulations, the Project Site remains subject to the Declarations of Trust. For so long as the Declarations of Trust encumber the Project Site (or any portion thereof) the Parties agree and acknowledge that: (i) this Agreement is subject, and subordinate, to, in all respects, the Declarations of Trust, and (ii) no portion of the Project Site subject to the Declarations of Trust may be used for a purpose in violation of the Declarations of Trust. To the extent applicable, upon the written request of HUD, the Parties shall execute a subordination agreement evidencing that this Agreement is subject and subordinate to the Declarations of Trust. On or before the Effective Date of this Agreement, SFHA shall provide a title report in form and substance satisfactory to the Planning Director and the City Attorney confirming the absence of any such Security Financing Interest, other than the Declarations of Trust.

15. MISCELLANEOUS PROVISIONS

15.1 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.

15.2 Incorporation of Exhibits. Except for the Approvals which are listed solely for the convenience of the Parties, each Exhibit to this Agreement is incorporated herein and made a part hereof as if set forth in full. Each reference to an n 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.

15.3 Binding Covenants; Run With the Land. Pursuant to Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and, subject to Section 10.3 and Section 13, 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 on Defaults and Transfers set forth in Section 10.3 and Section 13, 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.

15.4 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.

15.5 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, SFHA and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. Each reference in this Agreement to this Agreement or any of the Approvals shall be deemed to refer to this Agreement or the Approvals as amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. In the event of a conflict between the provisions of this Agreement and Chapter 56, the provisions of this Agreement will govern and control.

15.6 Project Is a Private Undertaking; No Joint Venture or Partnership. The development proposed to be undertaken by Developer on the Project Site is a private development. The City has no interest in, responsibility for, or duty to third persons concerning any of the improvements on the Project Site, except for existing public right of ways and City-owned utilities, and City funding as described in Exhibit O, attached hereto. Unless and until portions of the Project Site are dedicated to the City, Developer shall exercise full dominion and control over the Project Site, subject only to the limitations and obligations of Developer contained in this Agreement.

15.6.1. 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, SFHA, and Developer, or any of them. No 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.

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

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

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

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

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

To City:

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

with a copy to:

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

To Developer:

Dan Adams
Director of Development
BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108

with a copy to:

Rebecca V. Hlebasko
Senior Vice President and General Counsel
BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108

To SFHA:

Housing Authority of the City and County of San Francisco
1815 Egbert Avenue
San Francisco, California 94124
Attn: Acting Executive Director

with a copy to:

Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, California 94612
Attn: Dianne Jackson McLean

15.12 Limitations on Actions. Pursuant to Section 56.19 of the Administrative

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

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

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

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

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

15.17 Non-Liability of City Officials and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official or agent of City 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.

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

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

15.20 SFHA Provisions.

15.20.1 SFHA as Signatory. Developer and the City agree and acknowledge that SFHA is executing this Agreement in its capacity as the fee owner of the Project Site in order to permit the expeditious development of the Project in accordance with this Agreement. Developer and the City further agree and acknowledge that SFHA shall have no obligation to complete or otherwise perform any obligation of Developer under this Agreement, including, but not limited to Developer's obligations under Article 6. As between SFHA and Developer, Developer shall be solely obligated for the performance of all obligations of Developer and for the payment of all costs and expenses of Developer under this Agreement. Developer and the City further acknowledge that this Agreement by SFHA, and constitutes a portion of the consideration to be received by SFHA pursuant to this Agreement.

15.20.2 Indemnity of SFHA. In consideration for the execution of this Agreement by SFHA, Developer shall defend, indemnify, and hold harmless SFHA and its board of commissioners (the "**SFHA Board**"), officers, agents and employees from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims ("**SFHA Loss**") caused by this Agreement, the City's performance (or nonperformance) of this Agreement, or Developer's performance (or

nonperformance) of this Agreement, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except to the extent such SFHA Loss is the result of the active negligence or willful misconduct of SFHA. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and SFHA's cost of investigating any claims against SFHA. All indemnifications of SFHA set forth in this Section, or any other provision of this Agreement shall survive the expiration or termination of this Agreement, and shall remain in full force and effect regardless of any indemnification obligation imposed on Developer (or any Transferee) under the MDA, a ground lease, or any other agreement between SFHA and the Developer (or any Transferee).

15.20.3 No Limitation on Discretion of SFHA.

Nothing in this Agreement shall be deemed to obligate SFHA to enter into the MDA, any ground lease, or any other document for the development of the Project, other than documents required to be executed under this Agreement (each, a "**SFHA Subsequent Document**", collectively, the "**SFHA Subsequent Documents**"). By execution of this Agreement, the Authority is not committing itself to, or agreeing to undertake, the disposition of any portion of the Project Site. Execution of this Agreement by the Authority is merely an agreement to encumber the Project Site with this Agreement, reserving for subsequent SFHA Board action the final discretion and approval regarding the execution of any SFHA Subsequent Documents and all

proceedings and decisions in connection therewith. Any SFHA Subsequent Document contemplated by this Agreement shall become effective only if and after such document(s) has been considered and approved by the SFHA Board following the conduct of all legally required procedures, and, thereafter has been executed by a duly authorized representative of SFHA. Until and unless a SFHA Subsequent Document is signed by the Developer, approved by the SFHA Board, executed by SFHA, and approved by HUD (to the extent applicable), no agreement drafts, actions, deliverables, or communications arising from the execution or performance of this Agreement shall impose any legally binding obligation on SFHA to enter into, or support entering into, a SFHA Subsequent Document, or be used as evidence of any oral or implied agreement by SFHA to enter into a SFHA Subsequent Document, or any other legally binding document..

15.20.4 No Limitation of Rights of SFHA. In the event a SFHA Subsequent Document is executed by SFHA, then nothing in this Agreement, shall be deemed to waive, limit, or otherwise impair the rights and remedies of SFHA pursuant to such SFHA Subsequent Document.

15.20.5 Conflict with Agreement. In the event of any conflict between the provisions of this Section 15.20 and any other provision of this Agreement, the terms of this Section 15.20 shall control and prevail.

[signatures follow on next page]

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

CITY:

Approved as to form:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

DENNIS J. HERRERA, City Attorney

By: _____
John Rahaim
Director of Planning

By: _____
Heidi J. Gewertz, Deputy City Attorney

By: _____
Olson Lee, Director, Mayor's Office and
Housing and Community Development

Approved on _____
Board of Supervisors Ordinance No. _____

Approved and Agreed:

SFHA:

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic

Approved as to Form and Legality:

By: _____
Barbara T. Smith, Acting Executive Director

By: _____
Dianne Jackson McLean, Goldfarb & Lipman LLP, Special Counsel to SFHA

[signatures continue on following page]

DEVELOPER:

BRIDGE-POTRERO COMMUNITY
ASSOCIATES LLC, a California limited
liability company

By: BRIDGE REGIONAL PARTNERS, INC.,
a California nonprofit public benefit
corporation, its sole member.

By: _____

Name: _____

Title: _____

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.

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State of California)
County of San Francisco)

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WITNESS my hand and official seal.

Signature _____

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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 _____

EXHIBIT A

PROJECT SITE LEGAL DESCRIPTION

PARCEL 1:

Block 4220A, as shown on "Map of Potrero Low Rent Housing Projects Showing Street Opening", filed September 25, 1940, in [Book "O", Page 16 of Maps](#), in the Office of the Recorder of the City and County of San Francisco.

APN: Lot 001; Block 4220A

PARCEL 2:

Block 4222A, as shown on the "Map of Potrero Low Rent Housing Projects Showing Street Opening", filed September 25, 1940, in [Book "O", Page 16 of Maps](#), in the Office of the Recorder of the City and County of San Francisco.

APN: Lot 001; Block 4222A

PARCEL 3:

All of Block 4223A, according to the "Map of Potrero Low Rent Housing Project Showing Street Opening", filed September 25, 1940, in [Book "O", Page 16 of Maps](#), in the Office of the County Recorder of the City and County of San Francisco, State of California, described as follows:

Commencing at the point of intersection of the Westerly line of Texas Street and the Northeasterly tangent line of Dakota Street, as shown upon the map above referred to; running thence Northwesterly along said line of Dakota Street, 761.374 feet; thence continuing Northwesterly along the Northeasterly line of Dakota Street along a curve to the left with a radius of 364 feet tangent the preceding course, a distance of 73.642 feet to the Southerly terminus of the curve with a radius of 30 feet which connects said Northeasterly curve line of Dakota Street with the Southerly tangent line of Twenty-Third Street; thence Northwesterly, Northerly and Northeasterly along said curve to the right, a distance of 69.669 feet to the Northeasterly terminus thereof; thence Easterly along the Southerly line of Twenty-Third Street 320.031 feet to a point distant thereon 100 feet Westerly from the Westerly line of Texas Street; thence at a right angle Southerly 295 feet and 6 inches; thence Easterly 100.315 feet to a point on the Westerly line of Texas Street, distant thereon 454.90 feet Northerly from the point of commencement; thence Southerly along said line of Texas Street 454.90 feet to the point of commencement.

EXCEPTING THEREFROM the following described parcels:

- A. Commencing at a point on the Easterly line of Missouri Street, distant thereon 50 feet South from the Southerly line of Twenty-Third Street; and running Southerly along said Easterly line of Missouri Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Westerly 100 feet to the Easterly line of Missouri Street and the point of commencement.
- B. Beginning at the point of intersection of the Southerly line of Twenty-Third Street with the Easterly line of Missouri Street; running thence Southerly along said line of Missouri Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 50 feet to the Southerly line of Twenty-Third Street; thence at a right angle Westerly along said line of Twenty-Third Street 100 feet to the point of beginning.
- C. That portion of abandoned Missouri Street, 80 feet wide, adjoining the above described parcels.

PARCEL 4:

Commencing at a point on the Westerly line of Texas Street, distant thereon 150 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly and along said line of Texas Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 262.

PARCEL 5:

Commencing at the point on the Westerly line of Texas Street, distant thereon 100 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly and along said Westerly line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Easterly 100 feet to the Westerly line of Texas Street and the point of commencement.

PARCEL 6:

Commencing at a point on the Westerly line of Texas Street, distant thereon 225 feet Southerly from the Southerly line of Twenty-Third Street; running thence Westerly and parallel with the said Southerly line of Twenty-Third Street 100 feet; thence running at a right angle Southerly 70 feet and 6 inches, more or less, to the intersection of the line drawn from the point on the Easterly line of Missouri Street, distant thereon 287 feet, 6 inches Southerly from the Southerly line of Twenty-Third Street to the point on the Westerly line of Texas Street, distant thereon 303 feet, 6 inches Southerly from the Southerly line of Twenty-Third Street; running thence Southeasterly and along the last

mentioned line 101 feet, more or less, to the Westerly line of Texas Street; running thence Northerly and along said Westerly line of Texas Street 78 feet, 6 inches to the point of commencement.

PARCEL 7:

Commencing at a point on the Westerly line of Texas Street, distant thereon 175 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly along said line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being part of Potrero Block No. 262.

APN: Lot 001; Block 4223

PARCEL 8:

Commencing at the point of intersection of the Easterly line of Wisconsin Street and the Northerly line of Twenty-Sixth Street, running thence Easterly and along said line of Twenty-Sixth Street 480 feet to the Westerly line of Connecticut Street; thence at a right angle Northerly and along said line of Connecticut Street 343 feet to the Southerly line of Twenty-Fifth Street; thence at a right angle Westerly and along said line of Twenty-Fifth Street 480 feet to the Easterly line of Wisconsin Street; thence at a right angle Southerly and along said line of Wisconsin Street 343 feet to the point of commencement.

APN: Lot 001; Block 4285B

PARCEL 9:

Commencing at a point on the Westerly line of Texas Street, distant thereon 125 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 50 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 263.

PARCEL 10:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 150 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said Easterly line of Missouri Street 150 feet; thence at a right angle Easterly 100

feet; thence at a right angle Southerly 150 feet; thence at a right angle Westerly 100 feet to the Easterly line of Missouri Street and the point of commencement.

PARCEL 11:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 100 feet Northerly from the Northerly line of Twenty-Third Street; running Northerly and along said line of Missouri Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 263.

PARCEL 12:

Commencing at a point formed by the intersection of the Northerly line of Twenty-Third Street and the Easterly line of Missouri Street; running thence Easterly and along said Northerly line of Twenty-Third Street 25 feet; thence at a right angle Northerly 100 feet; thence at a right angle Westerly 25 feet to the Easterly line of Missouri Street; and running thence Southerly and along said Easterly line of Missouri Street 100 feet to the Northerly line of Twenty-Third Street and the point of commencement.

PARCEL 13:

Commencing at a point perpendicularly distant 541 feet Southerly from the Southerly line of Twenty-Second Street, and perpendicularly distant 100 feet Easterly from the Easterly line of Missouri Street; thence Easterly and parallel with the Southerly line of Twenty-Third Street 100 feet to the Westerly line of Texas Street; thence at a right angle Northerly and along said Westerly line of Texas Street 279 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 279 feet to the point of commencement.

Being a portion of Potrero Nuevo Block No's 263 and 264.

PARCEL 14:

Commencing at a point which is perpendicularly distant 95 feet Southerly from the Southerly line of Twenty-Second Street and also perpendicularly distant 100 feet Easterly from the Easterly line of Missouri Street; running thence Southerly and parallel with said line of Missouri Street 167 feet; thence at a right angle Easterly 100 feet to the Westerly line of Texas Street; thence at a right angle Northerly along said line of Texas Street 0.107 feet to the Southwesterly line of Texas Street; thence Northwesterly along said Southwesterly line 194.552 feet to a point which is perpendicularly distant 95 feet Southerly from the Southerly line of Twenty-Second Street; thence Westerly 0.014 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 264.

PARCEL 15:

Commencing at a point of intersection of the Southerly line of Twenty-Second Street and the Easterly line of Missouri Street; running thence Southerly along said line of Missouri Street 95 feet; thence at a right angle Easterly 100.014 feet to the Southwesterly line of Texas Street; thence Northwesterly along said line of Texas Street 110.744 feet to the Southerly line of Twenty-Second Street; thence Westerly along said line of Twenty-Second Street 43.100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 264.

PARCEL 16:

Commencing at a point on the Northerly line of Twenty-Third Street, distant thereon 25 feet Easterly from the Easterly line of Missouri Street; running thence Easterly and along said line of Twenty-Third Street 75 feet; thence at a right angle Northerly 100 feet; thence at a right angle Westerly 75 feet; thence at a right angle Southerly 100 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 263.

PARCEL 17:

Commencing at the point formed by the intersection of the Northerly line of Twenty-Third Street and the Westerly line of Texas Street; running thence Northerly along said Westerly line of Texas Street 125 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 125 feet to the Northerly line of Twenty-Third Street; running thence Easterly along the said line of Twenty-Third Street 100 feet to the Westerly line of Texas Street and the point of commencement.

PARCEL 18:

Beginning at a point on the Easterly line of Missouri Street, distant thereon 95 feet Southerly from the Southerly line of Twenty-Second Street; running thence Southerly along said line of Missouri Street 446 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 446 feet; thence at a right angle Westerly 100 feet to the point of beginning.

Being portions of Potrero Nuevo Block No's 263 and 264.

PARCEL 19:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 125 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Missouri Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 263.

PARCEL 20:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 300 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly along the Easterly line of Missouri Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 263.

PARCEL 21:

Beginning at a point on the Westerly line of Texas Street, distant thereon 275 feet Easterly from the Northerly line of Twenty-Third Street; running thence Northerly along the Westerly line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Southerly 50 feet; and thence at a right angle Easterly 100 feet to the point of beginning.

Being portions of Potrero Nuevo Block No's 263 and 264.

PARCEL 22:

Commencing at a point on the Southerly line of Twenty-Second Street, distant thereon 43.10 feet Easterly from the Easterly line of Missouri Street; running thence Easterly along said line of Twenty-Second Street 69.870 feet to the Northeasterly line of Texas Street; thence Southeasterly along said Northeasterly line 325.006 feet to the Easterly line of Texas Street; thence Southerly along said Easterly line 587.199 feet to the Northerly line of Twenty-Third Street; thence at a right angle Westerly along said Northerly line 80 feet to the Westerly line of Texas Street; thence at a right angle Northerly along said Westerly line of Texas Street; thence at a right angle Northerly along said Westerly line 604.107 feet to the Southwesterly line of Texas Street; thence

Northwesterly along said Southwesterly line 305.296 feet to the point of commencement.

PARCEL 23:

Beginning at the point of intersection of the Southerly line of Twenty-Second Street with the former Westerly line of Missouri Street as the same existed prior to the vacation thereof by Resolution No. 13153 (Series of 1939) adopted March 16, 1953, by the Board of Supervisors of the City and County of San Francisco; and running thence Southerly along said former Westerly line 932.00 feet to the Southerly line of Twenty-Third Street; thence at right angles Easterly along the former Southerly line of Twenty-Third Street as the same existed prior to the vacation thereof by the above mentioned Resolution 280.00 feet to the Westerly line of Texas Street; thence at right angles Northerly along the Northerly production of the Westerly line of Texas Street 66.00 feet to the former Northerly line of Twenty-Third Street; thence at right angles Westerly along said former Northerly line of Twenty-Third Street 200.00 feet to the former Easterly line of Missouri Street; thence at right angles Northerly along said former Easterly line of Missouri Street 866.00 feet to the Southerly line of Twenty-Second Street; thence at right angles Westerly along the Southerly line of Twenty-Second Street 80.00 feet to the point of beginning.

PARCEL 24:

Beginning at the point of intersection of the Northerly line of Twenty-Third Street with the former Easterly line of Texas Street as it existed prior to the vacation thereof by above mentioned Resolution; thence Northerly along said former Easterly line 587.211 feet to an angle point therein; thence deflecting $30^{\circ} 55' 30''$ to the left and running Northwesterly along the former Northeasterly line of Texas Street 324.989 feet to the Southerly line of Twenty-Second Street; thence deflecting $59^{\circ} 04' 30''$ to the left and running Westerly along said line of Twenty-Second Street 69.943 feet to the former Southwesterly line of Texas Street; thence deflecting $120^{\circ} 55' 30''$ to the left and running Southeasterly along last named former line of Texas Street 305.42 feet to an angle point therein; thence deflecting $30^{\circ} 55' 30''$ to the right and running Southerly along the former Westerly line of Texas Street 604.000 feet to the Northerly line of Twenty-Third Street; thence at right angles Easterly along the former Northerly line of Twenty-Third Street produced Easterly 80.00 feet to the point of beginning.

PARCEL 25:

Commencing at a point on the Easterly line of Missouri Street, distant thereon 50 feet South from the Southerly line of Twenty-Third Street; and running Southerly along said Easterly line of Missouri Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Westerly 100 feet to the Easterly line of Missouri Street and the point of commencement.

PARCEL 26:

Commencing at a point on the Westerly line of Texas Street, distant thereon 25 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly and along said line of Texas Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 262.

PARCEL 27:

Commencing at the point of intersection of the Southerly line of Twenty-Third Street and the Westerly line of Texas Street; running thence Southerly and along said line of Texas Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet to the Southerly line of Twenty-Third Street; thence at a right angle Easterly along said line of Twenty-Third Street 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 262.

PARCEL 28:

Commencing at a point on the Westerly line of Texas Street, distant thereon 50 feet Southerly from the Southerly line of Twenty-Third Street; running thence Southerly and along said line of Texas Street 50 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 50 feet; thence at a right angle Easterly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 262.

PARCEL 29:

Beginning at the point of intersection of the Southerly line of Twenty-Third Street with the Easterly line of Missouri Street; running thence Southerly along said line of Missouri Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Northerly 50 feet to the Southerly line of Twenty-Third Street; thence at a right angle Westerly along said line of Twenty-Third Street 100 feet to the point of beginning.

EXCEPTING THEREFROM Parcels Nine through Twenty-Nine above all that portion conveyed to the City and County of San Francisco for the use of public streets by Deed recorded December 2, 1953, in [Book 6276 of Official Records, Page 57](#).

PARCEL 30:

Commencing at the point of intersection of the Northerly line of Twenty-Third Street and the Easterly line of Texas Street; running thence Northerly and along said line of Texas Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet to the Northerly line of Twenty-Third Street; thence at a right angle Westerly along said line of Twenty-Third Street 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 31:

Commencing at a point on the Easterly line of Texas Street, distant thereon 25 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 25 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 25 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 32:

Commencing at a point on the Easterly line of Texas Street, distant thereon 50 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said Easterly line of Texas Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 50 feet; thence at a right angle Westerly 100 feet to the Easterly line of Texas Street and to the point of commencement.

Being a part of Potrero Nuevo Block No. 286.

PARCEL 33:

Commencing at a point on the Easterly line of Texas Street, distant thereon 100 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 50 feet; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 50 feet; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 34:

Commencing at a point on the Easterly line of Texas Street, distant thereon 150 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly along said line of Texas Street 27 feet, 3 inches; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 27 feet, 3 inches; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 35:

Commencing at a point on the Easterly line of Texas Street, distant thereon 177 feet, 3 inches Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 27 feet, 3 inches; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 27 feet, 3 inches; thence at a right angle Westerly 100 feet to the point of commencement.

Being part of Potrero Nuevo Block No. 286.

PARCEL 36:

Commencing at a point on the Easterly line of Texas Street, distant thereon 204 feet, 6 inches Northerly from the Northerly line of Twenty-Third Street; running thence Northerly along the Easterly line of Texas Street 29 feet, 11 inches; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 29 feet, 11 inches; and thence at a right angle Westerly 100 feet to the Easterly line of Texas Street and the point of commencement.

Being a part of Potrero Nuevo Block No. 285.

PARCEL 37:

Commencing at a point on the Easterly line of Texas Street, distant thereon 234 feet, 5 inches Northerly from the Northerly line of Twenty-Third Street; running thence Northerly and along said line of Texas Street 198 feet, 7 inches; thence at a right angle Easterly 100 feet; thence at a right angle Southerly 198 feet, 7 inches; thence at a right angle Westerly 100 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 286.

PARCEL 38:

Commencing at a point on the Westerly line of Texas Street, distant thereon 175 feet Northerly from the Northerly line of Twenty-Third Street; running thence Northerly along said Westerly line of Texas Street 100 feet; thence at a right angle Westerly

100 feet; thence at a right angle Southerly 100 feet; thence at a right angle Easterly 100 feet to the Westerly line of Texas Street and the point of commencement.

Being a part of Potrero Nuevo Block No. 285.

PARCEL 39:

Commencing at a point on the Easterly line of Texas Street, distant thereon 433 feet Northerly from the Northerly line of Twenty-Third Street; running thence Easterly and parallel with said line of Twenty-Third Street 92.380 feet; thence deflecting to the left $120^{\circ} 55' 33''$ and running Northwesterly 179.754 feet to a point on the Easterly line of Texas Street, distant thereon 154.199 feet Northerly from the point of commencement; thence Southerly along said line of Texas Street 154.199 feet to the point of commencement.

Being a part of Potrero Nuevo Block No. 285.

APN: Lot 004 and Lot 004A; Block 4167

EXHIBIT B

SITE PLAN

[Attached]

SITE PLAN



 **REBUILD POTRERO** | **SITE PLAN DIAGRAMS**
SAN FRANCISCO, CA | AUGUST 2013



EXHIBIT C

PROJECT DESCRIPTION

The Potrero HOPE SF Project is public purpose, master-planned revitalization of the Potrero Terrace and Potrero Annex public housing sites into a new mixed income housing development with new replacement, affordable and market rate housing, streets and utility infrastructure, open spaces and community and retail spaces for the whole neighborhood. The current Project Site and buildings are owned and operated by the Housing Authority of the City and County of San Francisco (“**SFHA**”) and contains 619 units of public housing on approximately 38 acres. The Potrero HOPE SF Project is under the San Francisco HOPE SF Initiative, a public-private partnership to transform the City’s most distressed and isolated public housing communities into thriving, mixed income, healthy communities for existing residents of public housing, new residents, and the neighborhoods in which they are located.

The Developer, the Mayor’s Office of Housing and Community Development (“**MOHCD**”), and SFHA are committed to providing new high quality replacement housing for all current Potrero households. The key principle of the HOPE SF Initiative is underscored in both the SFHA’s Right to Return Policy and the City’s Right to Revitalized Housing Ordinance, which states that all existing Potrero households in good standing have the right to a replacement unit.

Master Plan

The master plan for this physical transformation was developed through community planning and design meetings at Potrero Terrace and Annex and the wider Potrero Hill neighborhood in 2008-2010. Additionally, community-building activities have occurred that ensure active participation in all aspects of the change process by Potrero residents throughout the predevelopment period and continue today. The CEQA and NEPA evaluation of this master plan was completed and approved in 2015 and allows:

- New construction of up to 1,700 housing units, including approximately 800 replacement and other affordable rental units and approximately 800 market rate units.
- Approximately 13.5 acres of reconfigured and new streets and utilities, transit-related infrastructure, and accessible paths of travel.
- Approximately 3.5 acres of new open spaces including a central park, community garden, terraced mid-block plazas, a pocket park, and overlooks to capture the site’s dramatic views.

- Up to 50,000 square feet of neighborhood-serving retail, community services, early childhood learning, after school programs, and other neighborhood amenities.

The FEIR/EIS for the Project approved in December 2015 more fully describes the master plan that was evaluated by the Planning Department and HUD under the CEQA and NEPA criteria.

Project

The Potrero HOPE SF Project that is memorialized in this Agreement, the Potrero HOPE SF Special Use District, and the Potrero Master Development Agreement is within the envelope of the approved master plan and consists of the following highlights:

- ❖ Construction of at least 774 new rent-restricted apartments that will be affordable to existing Potrero households (with rents at 30% of household income less utility allowances) and new apartments that will be affordable to households earning up to 60% of Area Median Income (as defined by the California Tax Credit Allocation Committee and regulated and monitored by the City through the Loan Agreement)(“**AMI**”). These affordable units will be constructed on 11 housing sites or blocks throughout the Project Site, including one vacant site located immediately adjacent to Potrero Terrace at the corner of 25th and Connecticut.
- ❖ Construction of approximately 800 market rate housing units which are planned as either for-sale homeownership or market rate rental units located on 8 blocks of varying sizes. MOHCD may subsidize the development of affordable homeownership at some locations.
- ❖ Construction of a series of open spaces located throughout the property totaling approximately 3.5 acres that will provide a variety of open space uses for the entire neighborhood, including children play areas, green and plaza spaces for a variety of uses, and spaces for urban agriculture.
- ❖ Construction of 15,000 gross square feet of new neighborhood spaces for local retail businesses.
- ❖ Construction of a new Community Center of approximately 30,000 gross square feet at Block G adjacent to the future central park and along 24th Street. 24th Street is planned as the site’s “main street” with parks, outdoor programming, retail, and the community center.
- ❖ Construction of new public rights-of-way following the City’s grid pattern that will reconnect the Project Site to the surrounding neighborhood. These new roadways will also include new public utility systems, new sidewalks and street furnishings, and transportation improvements that will increase access to MTA’s public transit system. The new streets and water, sewer and electric infrastructure and the

transportation improvements will be built per City standards and dedicated to the City.

Project Development Phases

The demolition and construction of the entire Project is anticipated to occur in five phases. The Phasing Plan is structured such that existing households living in the Project Site can be relocated temporarily to on-site vacant units, or permanently and directly to newly constructed replacement units on site to the fullest extent possible. Households may also be offered the opportunity to move permanently and voluntarily to affordable replacement housing units in other San Francisco neighborhoods. The goals for the phasing and for the resident relocation plans are to minimize the number of moves that existing households will have to make, and to provide a new affordable replacement unit to households as soon as possible, while also mixing the placement of affordable and market rate sites within the overall Project.

The Phasing Plan in Exhibit J describes the requirements for the Developer or its Affiliates to be able to progress from one Phase to the next Phase and the minimum requirements for completion of each component of a Phase of the Project. The following summarizes the desired development for each Phase, pending the availability of City funding for infrastructure and affordable housing development:

Phase 1: Parcel X¹ infill development:

- a. Development of a .69-acre vacant lot into 72 units of Affordable Housing²

Phase 2:

- a. Demolition of 91 existing residential units and surrounding infrastructure
- b. Construction of Block B, approximately 90-94 units of Affordable Housing
- c. Offer of sale of Block A for the development of market rate housing

Phase 3:

- a. Demolition of 133 existing residential units and surrounding infrastructure
- b. Construction of Blocks Q & R, approximately 95 units of Affordable Housing
- c. Preparation of market rate Blocks N, O, and P for sale

¹ Note, although Block X is included in the description of overall phasing, it is not included in the Project Site and is not subject to this Development Agreement.

² The term "Affordable Housing" as used throughout means any unit with deed restrictions (or similar use restrictions) for occupancy by households with annual household incomes not exceeding 60% of AMI. Affordable Housing includes Resident Replacement Units and Community Replacement Units.

Phase 4:

- a. Demolition of 45 existing residential units and surrounding infrastructure
- b. Construction of Block J1, approximately 65 of Affordable Housing

Phase 5:

- a. Demolition of 329 existing residential units and surrounding infrastructure
- b. Construction of Blocks in sub-phases
 - a. Sub-phase 5A
 - i. Construction of Blocks J2 and M, approximately 185 units of Affordable Housing
 - ii. Preparation of market rate Blocks K and L for sale
 - b. Sub-phase 5B
 - i. Construction of Blocks C and G, approximately 160 units of Affordable Housing
 - ii. Construction of Community Center
 - iii. Preparation of market rate Block F for sale
 - c. Sub-phase 5C
 - i. Construction of Blocks D and H, approximately 160 units of Affordable Housing
 - ii. Construction of Central Park
 - iii. Preparation of market rate Block E for sale

EXHIBIT D

AFFORDABLE HOUSING PLAN

As described in Recital C of this Agreement, the Project is part of the HOPE SF City initiative. As such, the Project will involve demolition and replacement of public housing units, a vital housing resource to the City that serves extremely low-income individuals and families. It is the City and the Developer's intention to replace all 619 Potrero Terrace and Annex public housing units with a combination of newly constructed Resident Replacement Units and Community Replacement Units and to assist those units with Project Based Section 8 or Rental Assistance Demonstration rent subsidies, or other similar and financially feasible Operating Subsidy. In addition to these replacement units, the Project will also include the construction of additional new rent-restricted units for households at or below 60% of Area Median Income (as defined by the California Tax Credit Allocation Committee and regulated and monitored by the City through the Loan Agreement) ("**AMI**") that are not replacement units but are to add to the City's affordable housing stock. It is anticipated that replacement and new Affordable Housing units will be mixed into the Affordable Parcels. Developer will apply to the City for predevelopment and gap funding for the Affordable Housing units as further described in Exhibit O, subject to terms and conditions in applicable Loan Agreement.

It is the intention of the City, the Housing Authority of the City and County of San Francisco ("**SFHA**"), and the Developer to transform the Project from its current condition into a vibrant, mixed-income community that is well-served by City infrastructure and well-connected to City resources and opportunities. The entitlements described in this Agreement, the Potrero SUD and the Design Standard Guidelines outline the vision for this revitalization.

The Developer shall comply with the following Affordable Housing Plan:

1. Number, composition and location of Affordable Housing units required in and for the Project:
 - a. At least 619 Resident Replacement Units (on-site or off-site).
 - b. Within the Project, at least 774 total Affordable Housing units, in accordance with the Phasing Plan, on Affordable Parcels. The unit composition of the Affordable Parcels shall be as follows:
 - i. The number of Resident Replacement Units necessary to reach a total unit count of 619 when combined with Resident Replacement Units located off-site.

- ii. The number of Community Replacement Units that, when combined with on-site Resident Replacement Units, achieves a total unit count of 619.
 - iii. At least 155 units, restricted to at or below 60% AMI, as new affordable housing stock in the City.
 - c. Notwithstanding the foregoing, if SFHA is unable to secure the Operating Subsidy necessary to construct some or all of the desired Community Replacement Units, the number of unassisted Affordable Housing units on-site shall increase commensurately to achieve a total of 774 units.
 - d. For the purposes of the this section, Resident and Community Replacement Units provided on parcels that are on within current Potrero Project Site boundaries as described in the project description and within 1,000 feet of the boundaries of the Project Site shall be considered on-site. Units provided in locations beyond 1,000 feet of the boundaries of the Project Site shall be considered off-site.
- 2. Phasing of affordable housing units
 - a. The City and the Developer intend to pursue an appropriate provision of Market Rate Parcels and Affordable Parcels in developing each Phase, as outlined in the Phasing Plan, to create a mixed income development is as follows:
 - i. Phase 1: 100% affordable³
 - ii. Phase II: 50% affordable, 50% market rate
 - iii. Phase III: 30% affordable, 70% market rate
 - iv. Phase IV: 100% affordable
 - v. Phase V: 60% affordable, 40% market rate
 - b. Developer and San Francisco Mayor’s Office of Housing and Community Development (“**MOHCD**”) will confer and mutually agree on revising the mix of Affordable Parcel and Market Rate Parcel developments described above if revisions are required due to financing, market conditions, or other factors.
- 3. Relocation of Existing Households
 - a. The provisions around the design, delivery, tenanting, and operations and maintenance of the Resident Replacement Units on-site and off-site must comply with the terms of the MDA, including an approved Relocation Plan, conformance with the City’s Right to Return Ordinance, and all other applicable regulatory and funding requirements.

³ Note, Phase 1 consists of development on Block X. Although Phase 1 is shown here for information and reference, Block X is not included in the Project Area and is not subject to this Development Agreement.

- b. Developer and City acknowledge that Permanent Relocation and Temporary Off-site Relocation in other San Francisco neighborhoods could expedite the development schedule and completion of the revitalization. Nonetheless, Developer will work to minimize off-site relocation.
 - c. Any off-site relocation must have the specific and prior consent of MOHCD.
 - d. All Permanent Relocation will be voluntary, exercised as a choice pursuant to the terms of the City's Right to Return Ordinance. Involuntary permanent off-site relocation of public housing households in good standing is prohibited.
 - e. Given the development Phasing Plan, Temporary Off-site Relocation may include relocation for longer than 12 months. Such relocation will proceed in accordance with the Relocation Plan, the City's Right to Return Ordinance, and all applicable state and federal relocation laws. Per Section 3.c, above, such relocation must have specific and prior consent of MOHCD.
 - f. The City shall work with the Developer to designate units within the City's affordable housing pipeline as Permanent Relocation units – subject to available funding, project schedules, and existing household demand – in order to facilitate the Project's development and Phasing Plan. Such units shall in all cases carry Operating Subsidies to assist relocated households.
 - g. SFHA has initiated and will diligently pursue approval from HUD to demolish and dispose of the existing units and to secure project-based Operating Subsidy for all Resident Replacement Units. The SFHA, Developer and City will work together to maximize the value of all available Operating Subsidy; currently, among available Operating Subsidies, Section 8 PBV subsidies are the most valuable. The Parties further agree to work together to secure any HUD waiver or approval necessary to apply the project-based Operating Subsidy at its maximum value, which may occur pursuant to Section 106(a)(9) of the Housing Opportunity Through Modernization Act (Public Law 114-201, "HOTMA"), and/or through assistance secured under the Rental Assistance Demonstration Program, and/or via an award of a Choice Neighborhoods Implementation Grant or other revitalization grant, as each may be applicable.
 - h. Developer will provide, to the extent funding is available, services to support voluntary off-site relocation of existing households, such as connecting households with service coordinators and case managers to assist them with the application and the logistics of the move-in process.
4. BMR Units
- a. MOHCD reserves the right to include middle-income (61% - 150% AMI, as published by MOHCD) BMR Units in the development of Market Rate Parcels through the RFP sale process as further described in the MDA.

- b. In such a case, the required on-site unit percentages and associated requirements will be memorialized in the Market Rate parcel RFP and in a Notice of Special Restrictions to be required on the respective parcel at the time of transfer, and may also be included in the deed at transfer. Regulation of these units will follow typical BMR program policies and restrictions through MOHCD.
 - c. Without limiting MOHCD's rights to require BMR Units in some or all of the Market Rate Parcels, the Parties acknowledge and agree that the Project shall not be subject to any of the affordable housing obligations required by Planning Code Section 415, *et seq.* or any similar affordable/inclusionary housing requirements to which the Project would be subject in the absence of this Agreement.
5. Certain Definitions.
- a. **"Affordable Housing"** means any unit with deed restrictions (or similar use restrictions) for occupancy by households with annual household incomes not exceeding 60% of AMI. Affordable Housing includes Resident Replacement Units and Community Replacement Units.
 - b. **"Community Replacement Unit"** means a newly constructed rental unit within the Project Site intended to replace an existing unit within an Affordable Housing Development but that is not necessary for the occupancy of an existing Potrero household. Community Replacement Units shall be created to the extent that the Authority provides project-based Operating Subsidy in amounts that allow for their financially feasible construction and operation, as financial feasibility is determined by the Parties. Occupancy of Community Replacement Units shall be income-restricted in accordance with the regulations governing the relevant Operating Subsidy.
 - c. **"Operating Subsidy"** means project-based voucher rental assistance pursuant to Section 8(o)(13) of the United States Housing Act of 1937 or successor program; Section 8 project-based assistance pursuant to the Rental Assistance Demonstration Program; or such other permanent project-based subsidy provided by the HUD and distributed through SFHA that allows for the financially feasible construction and operation of Affordable Housing units.
 - d. **"Permanent Relocation"** means the relocation of an existing Potrero household to a new and permanent residence off-site and which waives the household's right to return to a new Potrero Resident Replacement Unit. Permanent Relocation is triggered if the duration of the off-site residence exceeds 12 months, unless the household waives Permanent Relocation rights and opts to maintain Temporary Off-site Relocation status.
 - e. **"Resident Replacement Unit"** means a newly constructed rental unit intended to replace an existing public housing unit for occupancy by an

existing Potrero household, in accordance with the MDA and applicable ground lease, located either within an Affordable Housing Development or off-site within the City, as a Permanent Relocation Unit voluntarily selected by the existing household in accordance with the Relocation Plan. Resident Replacement Units must be assisted with Operating Subsidy.

- f. **“Temporary Off-site Relocation”** means the temporary move of an existing Potrero household to an off-site residence for the purpose of constructing new Resident Replacement Units. Temporary relocation is typically defined by a term of less than 12 months, but may extend beyond 12 months with the consent of the relocating household. Temporarily relocated households retain a right to return to the on-site Resident Replacement Units.

EXHIBIT E

LIST OF PUBLIC INFRASTRUCTURE IMPROVEMENTS AND COMMUNITY IMPROVEMENTS

Each of the improvements classified below are described in more detail in this Agreement, the DSG, and the Master Infrastructure Plan attached to this Agreement as Exhibit P.

Public Infrastructure Improvements: The following Public Infrastructure Improvements (as defined in Section 2.89 of this Agreement) will be dedicated to the City and publicly-accessible:

- Streets
- Sidewalks adjacent to streets and related furniture, fixtures, and equipment
- Landscaping within the public right-of-way including but not limited to street trees on any streets or sidewalks classified as Public Infrastructure Improvements
- Pedestrian safety improvements on any streets or sidewalks classified as Public Infrastructure Improvements
- Bicycle improvements (lanes, sharrows, way-finding, bicycle parking) on any streets or sidewalks classified as Public Infrastructure Improvements
- Transit infrastructure improvements, including bus shelters, transit signals, street signs
- Utility infrastructure, as described in the Master Infrastructure Plan, and including all water, combined sewer, Public Stormwater Management Improvements, street lights, pedestrian lights, and electrical systems to be dedicated to the City
- Any open spaces acquired by the City

Community Improvements: The following Community Improvements will be privately-owned and publicly-accessible per the regulations specified in Exhibit G: Regulations for Access and Maintenance of Public Access Privately-Owned Community Improvements:

- All pedestrian plazas, pathways, and rights of way in the Project that are not specified as Public Infrastructure Improvements
- Bicycle improvements within any parks, plazas, pedestrian pathways, or other pedestrian rights of way that are not specified as Public Infrastructure Improvements
- 24th Street Central Park (unless dedicated to the City)
- 25th and Connecticut Mini Park
- 24th Street Squiggle Park
- Texas Street Edible Garden
- 23rd Street Stair & Overlook
- Gateway Open Space
- Connecticut Park Terraces
- Childcare Facility
- Community Facilities

EXHIBIT F

AREA OF PRIVATE MAINTENANCE AND OPERATIONS OBLIGATION MAP

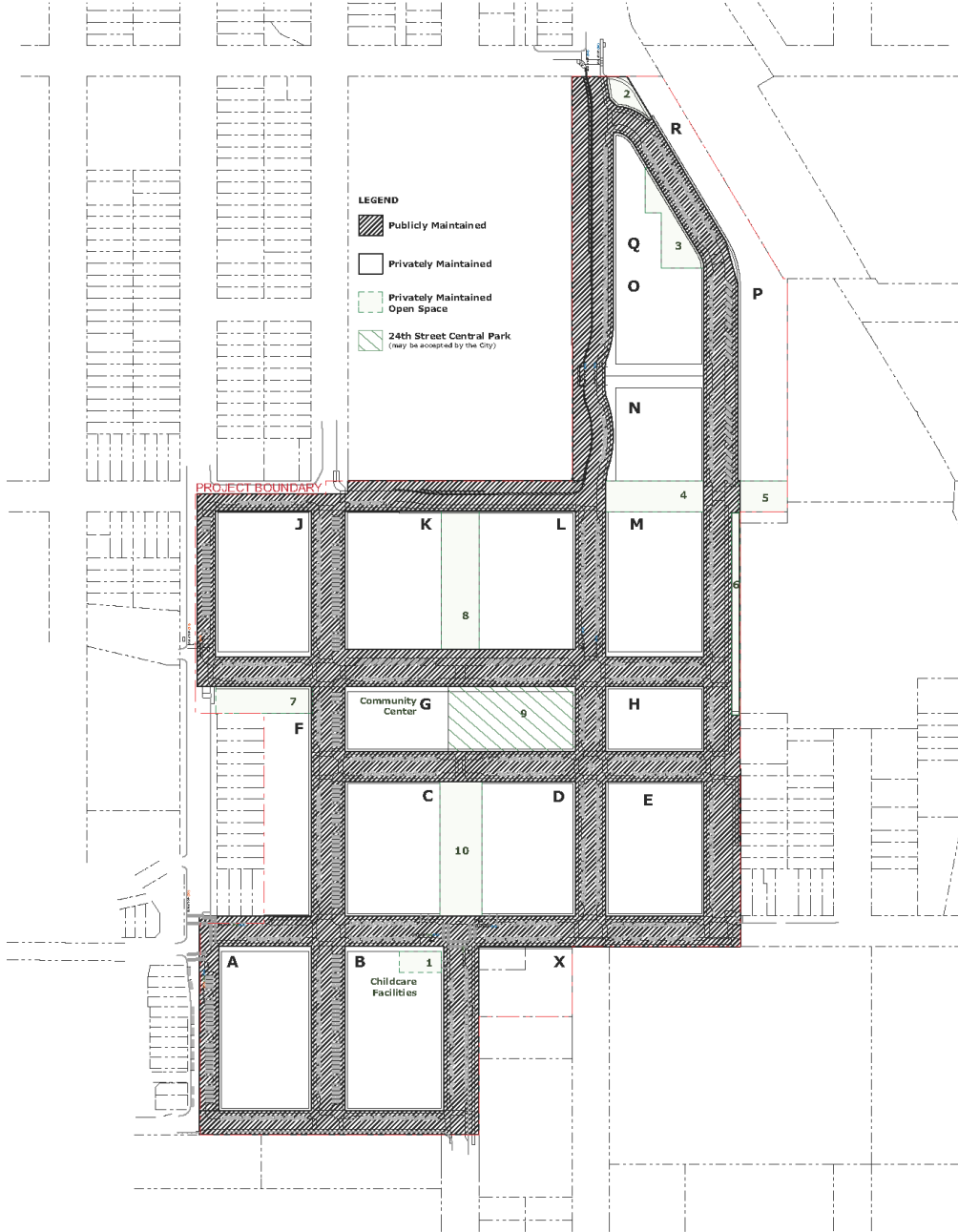


EXHIBIT G

REGULATIONS REGARDING ACCESS AND MAINTENANCE OF PRIVATELY-OWNED COMMUNITY IMPROVEMENTS

These Regulations Regarding Access and Maintenance of Privately-Owned Community Improvements (“**Regulations**”) shall govern the use, maintenance, and operation of Privately-Owned Community Improvements. Privately-Owned Community Improvements are the open spaces, community facilities, and those sidewalks, bike paths, and pedestrian paths within the Project that are identified in Exhibit E, List of Public Infrastructure Improvements and Community Improvements.

1. Community Improvements - Full Public Access

- a. The following Community Improvements will have full public access per the terms outlined in this section:
 - i. All pedestrian plazas, pathways, and rights of way in the Project that are not specified as Public Infrastructure Improvements
 - ii. Bicycle improvements within any parks, plazas, pedestrian pathways, or other pedestrian rights of way that are not specified as Public Infrastructure Improvements
 - iii. 23rd Street Stair & Overlook
 - iv. Connecticut Park Terraces
- b. This section does not pertain to open space Community Improvements, which are defined and outlined in Section 3 of this Exhibit G.
- c. Public Use. Developer, transferee, or successor homeowner’s association shall offer the Privately-Owned Community Improvements for the use, enjoyment and benefit of the public; *provided, however*, that Developer may use the Privately-Owned Community Improvements for temporary construction staging related to adjacent development (during which time the subject Privately-Owned Community Improvements shall not be used by the public) and that such construction is in accordance with the Development Agreement, the Basic Approvals, and any Implementing Approvals.
- d. No Discrimination. Developer shall not discriminate against, or segregate, any person, or group of persons, on account of race, color, religion, creed, national origin, gender, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, or acquired immune deficiency syndrome, acquired or perceived, in the use, occupancy, tenure or enjoyment of the Privately-Owned Community Improvements.

- e. Maintenance Standard. The Privately-Owned Community Improvements shall be operated, managed and maintained in a clean and safe condition in accordance with the anticipated and foreseeable use thereof.
- f. Temporary Closure. Developer shall have the right, without obtaining the prior consent of the City or any other person or entity, to temporarily close any or all of the Privately-Owned Community Improvements to the public from time to time for one of the following two reasons. In each instance, such temporary closure shall continue for as long as Developer reasonably deems necessary to address the circumstances described below:
 - i. Emergency. In the event of an emergency or danger to the public health or safety created from whatever cause (including flood, storm, fire, earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest or unlawful assembly), Developer may temporarily close the Privately-Owned Community Improvements (or affected portions thereof) in any manner deemed necessary or desirable to promote public safety, security and the protection of persons and property; or
 - ii. Maintenance and Repairs. Developer may temporarily close the Privately-Owned Community Improvements (or affected portions thereof) in order to make any repairs or perform any maintenance as Developer, in its reasonable discretion, deems necessary or desirable to repair, maintain or operate the Privately-Owned Community Improvements.
- g. Arrest or Removal of Persons. Developer shall have the right (but not the obligation) to use lawful means to effect the arrest or removal of any person or persons who creates a public nuisance, who otherwise violates the applicable rules and regulations, or who commits any crime including, without limitation, infractions or misdemeanors in or around the Privately-Owned Community Improvements.
- h. Project Security during Periods of Non-Access. Developer shall have the right to block entrances to, to install and operate security devices, and to maintain security personnel in and around the Privately-Owned Community Improvements to prevent the entry of persons or vehicles during the time periods when public access to the Privately-Owned Community Improvements or any portion thereof is restricted or not permitted pursuant to this Agreement. Developer's proposal to install permanent architectural features that serve as security devices such as gates and fences shall be subject to Design Review Approval as detailed in this Agreement and the SUD.
- i. Removal of Obstructions. Developer shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object or thing left or deposited on the Privately-Owned Community Improvements deemed to be an

obstruction, interference or restriction of use of the Privately-Owned Community Improvements for the purposes set forth in this Agreement, including, but not limited to, personal belongings or equipment abandoned in the Privately-Owned Community Improvements.

- j. Temporary Structures. No trailer, tent, shack, or other outbuilding, or structure of a temporary character, shall be used on any portion of the Privately-Owned Community Improvements at any time, either temporarily or permanently; provided, however, that Developer may have temporary structures needed for construction staging (such as construction job trailers) and Developer may approve the use of temporary tents, booths, art installations, temporary displays, and other structures in connection with public events, temporary exhibitions, or Special Events.

2. Community Improvements - Partial Public Access

- a. The following Community Improvements will offer services and programs that are available to the public but are designed for, and for which access would only be granted, for specified programmed activities (i.e. classes). As such these improvements shall be considered partial public access. These improvements will be operated and maintained at the discretion of the Developer and/or its transferee, and in accordance with all applicable laws.
 - i. Childcare Facilities.
 - ii. Community Facilities. It is anticipated that community facilities will be established in the Block G Community Center.
 - iii. Texas Street Edible Garden

3. Open Space Community Improvements

- a. The following Community Improvement open spaces will have full public access per the terms outlined in this section:
 - i. 24th Street Central Park (unless dedicated to the City)
 - ii. 25th and Connecticut Mini Park
 - iii. 24th Street Squiggle Park
 - iv. Gateway Open Space
- b. Hours of Operation. The open spaces shall be open and accessible to the public from 5am to Midnight, seven days per week, unless reduced hours are approved by the Recreation and Park Commission or otherwise expressly provided for in this Agreement (including, without limitation, Temporary Closure and Restricted Access Events sections of these Regulations). No person shall enter, remain, stay or loiter in the open spaces when the open spaces are closed to the public, except persons authorized in conjunction with a public event reservation, Special

Events, or other temporary closure, or authorized service and maintenance personnel.

- c. Allowed Activities. Passive recreation, active recreation, picnics, and public events.
- d. Prohibited Activities:
 - i. Camping or sleeping when park is closed;
 - ii. Smoking;
 - iii. Alcohol consumption/open containers, unless associated with a public event at a reserved facility and within a designated area;
 - iv. Climbing or affixing items to trees or park furniture;
 - v. Amplified sound unless associated with a public event at a reserved facility and within a designated area;
 - vi. Off-leash dogs except in designated areas;
 - vii. Disorderly conduct, as defined in section 4.01 of the SF Municipal Code;
 - viii. Peddling and vending merchandise without SF permit or other authorization;
 - ix. Fires and cooking unless in designated BBQ area;
 - x. Temporary Structures, as defined above;
 - xi. Littering or dumping of waste;
 - xii. Graffiti or destruction of property;
 - xiii. Removal of plants, soil, park furniture or other facilities of the open space.
- e. Reservations for Public Events. The public shall have the right to reserve individual facilities and sports fields or courts within the open space, including picnic tables, BBQs, and sites for public events such as weddings, gatherings, or other community events, to the extent appropriate for the space. During such events, public access to other, unreserved facilities within the open space shall not be restricted.
 - i. Reservations shall be required for gatherings of 25 or more people, notwithstanding public rights of assembly granted under the 1st Amendment.
 - ii. No reservation shall exceed 24 hours; no individual facility shall be reserved more than 50% of all weekend days in a calendar year, and reservations shall be reasonably distributed throughout the year to allow use of the facilities on a first-come, first-served basis.
 - iii. Open space manager shall ensure the reservation holder will comply with applicable city regulations for waste reduction, recycling and composting.
 - iv. Manager shall have the right to request reasonable fees, commensurate with the fees required for similar facilities by the San Francisco Recreation and Parks Department (“RPD”).

- v. Procedures and fees for the reservation of facilities in the open space shall be reviewed by RPD and approved by the City Attorney.
 - vi. Up-to-date information about the reservation of facilities and fees shall be available online.
 - vii. Manager shall endeavor to coordinate provision of information about the reservation of facilities with RPD.
 - viii. Developer will have the right to require the event sponsor to provide evidence of adequate insurance coverage for the event and to hold the developer harmless.
- f. Restricted Access Events. Closure of an entire open space for a restricted access event, called a “Special Event” or “Special Events,” shall not exceed eight (8) single day (24-hour) events spread throughout the calendar year.
 - g. Dogs. Dogs must be on leash, except in designated off-leash areas. Dog walkers are responsible for removing dog waste. Dog walkers are limited to eight dogs.
 - h. Signs. Manager shall post signs at major public entrances and other key locations (such as public restrooms or structures), setting forth applicable regulations, including, hours of operation, prohibited activities, and contact information for security, repairs, and reservations.
 - i. No Discrimination. Manager shall not discriminate against, or segregate, any person, or group of persons, on account of race, color, religion, creed, national origin, gender, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, or acquired immune deficiency syndrome, acquired or perceived, in the use, occupancy, tenure or enjoyment of the open space.
 - j. Arrest or Removal of Persons. Open space managers shall have the right (but not the obligation) to use lawful means to effect the arrest or removal of any individuals who create a public nuisance, who engage in Prohibited Activities, or who commits any crime including, without limitation, infractions or misdemeanors in or around the open space.
 - k. Temporary Closure. Manager shall have the right, without obtaining the prior consent of the City or any other person or entity, to temporarily close any or all of the open space to the public from time to time for one of the following two reasons. In each instance, such temporary closure shall continue for as long as manager reasonably deems necessary to address the circumstances described below.
 - l. Extended Closure. In the event of a closure in excess of one week, the manager shall inform the Planning Director and General Manager of the Recreation and Park Department, who shall determine if the extended closure is warranted or would constitute a violation of required public access.
 - i. Emergency. In the event of an emergency or danger to the public health or safety created from whatever cause (including flood, storm, fire,

earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest or unlawful assembly), manager may temporarily close the open space (or affected portions thereof) in any manner deemed necessary or desirable to promote public safety, security and the protection of persons and property; or

ii. Maintenance and Repairs. Manager may temporarily close the open space (or affected portions thereof) in order to make any repairs or perform any maintenance as manager, in its reasonable discretion, deems necessary or desirable to repair, maintain or operate open space.

1. Manager shall post notices within the open space a minimum of 72 hours prior to a planned closure for maintenance and repairs.

Manager shall post signs within 24 hours of a closure for unplanned maintenance and repairs. Signs shall explain the nature and duration of the closure and provide appropriate contact information.

m. Maintenance Standard. The open spaces shall be maintained in a clean and safe condition (including the provision of security features and personnel as necessary for the safety of the community) in accordance with the Recreation and Park Department park maintenance standards set forth in Proposition C and the Park Code or any successor standard that may be established by law for the maintenance of parks that are accessible to the public.

n. Changes to Open Space Regulations.

i. It is anticipated that certain of the open spaces listed herein may be more appropriately operated using an amended set of regulations from those outlined in this section. Amendments may include limited operating hours and limitations on Special Events in order to maintain safety and to be considerate of neighboring residences.

ii. If the Developer desires to amend any of these regulations for a public open space, the Developer and/or its transferee shall state the requested amended terms in the Development Phase Application that contains the open space. Requested amendments shall be reviewed by RPD, MOHCD, and the Planning Department and approved by the Planning Department as part of the Development Phase Approval.

EXHIBIT H

IMPACT FEES AND EXACTIONS

Impact Fees and Exactions shall mean any fees, contributions, special taxes, exactions, impositions and dedications charged by the City in connection with the development of Projects under the Existing Standards as of the Effective Date, including but not limited to transportation and transit fees, child care requirements or in-lieu fees, housing (including affordable housing) requirements or fees, dedication or reservation requirements, and obligations for on-or off-site improvements, as more particularly described in this Exhibit H.

Impact Fees and Exactions shall not include Mitigation Measures, Processing Fees, permit and application fees, taxes or special assessments, and SFPUC Capacity Charges and any fees, taxes, assessments impositions imposed by Non-City Agencies, all of which shall be due and payable by Developer as and when due in accordance with applicable Laws.

Table 1. Applicable Impact Fees and Exactions

Fee/Exaction	Authority	Applicability		
		Affordable Housing Units	Market Rate Units	Commercial/Retail Uses
Eastern Neighborhoods Impact Fee Equivalent	S.F. Plan. Code §423	No	Yes	No
School Impact Fee	Cal. Educ. Code §17620(b) Cal. Gov. Code §65995(b)	Yes, but subject to credit	Yes	No
Transportation Sustainability Fee	S.F. Plan. Code §411A; §406B(3)	No	No	No
Citywide Child Care Fee	S.F. Plan. Code §414A; §406(b)1; §420 / §423	No	No	No
Street Tree In-Lieu Fee	S.F. PWC §802; §806(d)(4)	No	No	No
Bicycle Parking In-Lieu Fee	S.F. Plan. Code §430	No	No	No

General Terms

- Generally. The Project shall only be subject to the Impact Fees and Exactions as set forth in this Exhibit H, and the City shall not impose any new 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.
- Impact Fees and Exactions.
 - Developer and/or its Transferees shall pay all applicable Impact Fees and Exactions outlined in this Agreement that are in effect, on a City-Wide basis, at the time that Developer and/or its Transferees applies for or obtains, as applicable, a permit, authorization or approval in connection therewith.
 - After the Effective Date, except as set forth in this Exhibit H, no new categories of Impact Fees and Exactions (nor expansion of the application of same due to changes in exceptions or definitions of covered uses thereto) shall apply to the development of the Project's Development Phases.
 - Any substitute Impact Fees and Exactions that amend or replace the Impact Fees and Exactions in effect on the Effective Date shall not be considered new categories of Impact Fees and Exactions except to the extent that they expand the scope of the existing Impact Fees and Exactions. In other words, if the City amends or replaces Impact Fees and Exactions during the Term to both increase the rates and expand the scope of application (i.e., apply the Impact Fees and Exactions to a use that was not previously subject to that Impact Fees and Exactions), then the increase in rates (including the methodology for calculation of those rates) would apply to the Development Phases but the portion of the fee associated with the expanded scope would not apply to the Development Phases.
 - Per section 7.3.1(j) of this Agreement, while the City may not impose new or increase the scope of any Impact Fees and Exactions beyond those set forth in this Exhibit H, the Developer shall be responsible for the built-in fee escalators based on CPI that may be included in any Impact Fees and Exaction applied to the Project. All impact fees in this Exhibit H shall be subject to annual development fee infrastructure construction cost inflation adjustments as set forth in Planning Code Section 409(b).
- Processing Fees. For three (3) years following the Effective Date, as may be extended by the number of days in any extension of the Term under Section 3.2, Processing Fees for the Development Phases shall be limited to the Processing Fees in effect, on a City-Wide basis, as of the Effective Date (provided that to the extent Processing Fees are based on time and materials costs, such fees may be calculated

based on the schedule for time and materials costs in effect on the date the work is performed by the City). Thereafter, Processing Fees for the Development Phases shall be limited to the Processing Fees in effect, on a City-Wide basis, at the time that Developer applies for the permit or approval for which such Processing Fee is payable in connection with the applicable portion of the Development Phase.

- Notwithstanding anything to the contrary above, Developer shall be responsible for the payment of the following fees and charges, if and to the extent applicable: (i) all Impact Fees and Exactions for future development on the Project, in effect at the time of assessment as included in this Exhibit H, and (ii) the SFPUC water capacity charges and connection fees, and wastewater capacity charges and connection fees, in effect at the time of assessment.
- Affordable Housing Units. Every Affordable Housing unit is exempt from the Impact Fees and Exactions as specified in Table 1. This includes any Affordable Housing unit, or BMR Unit within a Market Rate building.
- Market Rate Units. Market Rate units are subject to the Impact Fees and Exactions as specified in Table 1. Market Rate unit Impact Fees and Exactions must be paid in full and may not be credited in-kind.
- Other Uses. Retail, commercial and community facility uses are subject to impact fees as specified in Table 1.
- Section 415 Applicability. Without limiting the San Francisco Mayor’s Office of Housing and Community Development (“**MOHCD**”) rights to require BMR Units in some or all of the Market Rate Parcels, the Parties acknowledge and agree that the Project shall not be subject to any of the Affordable Housing obligations required by Planning Code Section 415, et seq. or any similar affordable/inclusionary housing requirements to which the Project would be subject in the absence of this Agreement.

Description of Applicable Impact Fees and Exactions

- Eastern Neighborhoods Impact Fee Equivalent: This fee is applicable as specified in Table 1 and shall apply to Market Rate units developed in the Project. Notwithstanding the fee payment requirements of Planning Code Section 423 et seq. (Eastern Neighborhoods Impact Fee), the fee payments for the Potrero HOPE SF project as identified in this Agreement are hereby waived. In lieu of paying said fees, the Developer or its Transferees shall pay the equivalent amount of fees directly to the Mayor’s Office of Housing and Community Development. Said fees shall be paid at the same time fees are paid in accordance with Planning Code Sections 423.3 et seq. and 423.4 et seq. Said fees shall be used to fund infrastructure and community benefits within the boundaries of the HOPE SF Potrero Special Use District.
- School Impact Fee: This fee is applicable as specified in Table 1 and will be collected as outlined in the referenced government code. This fee shall apply to all residential

square footage created in the Project, but the Project will receive a credit of the fees due for any replacement of existing public housing units that already exist on site (and thus are already served by the San Francisco Unified School District (“**SFUSD**”) that are provided in the new residential square footage. The replacement public housing units will be designated in applicable building permit applications and on the building permit set, and if necessary, confirmed to the San Francisco Department of Building Inspection and SFUSD in writing by MOHCD.

- Transportation Sustainability Fee: Per Planning Code (Sec. 406b) the Transportation Sustainability Fee is waived for the entire Project, including all Project housing units and commercial/retail uses.
- Citywide Child Care Fee: Consistent with Planning Code (Sec. 406b) and per this Agreement, Affordable Housing and Market Rate (including BMR Units) units and commercial/retail uses are exempt from this fee.
- Bicycle Parking In-Lieu Fee: Due to the in-kind provision of Class 2 bicycle parking in the Project, this fee is waived for the entire Project, including all Project housing units and commercial/retail uses.
- Street Trees In-Lieu Fee: Due to the in-kind provision of street trees in the Project, this fee is waived for the entire Project, including all Project housing units and commercial/retail uses

EXHIBIT I
WORKFORCE AGREEMENT MOU

**INTERAGENCY MEMORANDUM OF UNDERSTANDING
AMONG
THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO,
THE MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT,
THE CONTRACT MONITORING DIVISION
AND
THE OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
FOR THE
POTRERO ANNEX AND TERRACE PROJECT
(Workforce Compliance, Development and Training)**

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**INTERAGENCY MEMORANDUM OF UNDERSTANDING
(POTRERO ANNEX AND TERRACE REVITALIZATION PROJECT)**

This INTERAGENCY MEMORANDUM OF UNDERSTANDING (POTRERO ANNEX AND TERRACE REVITALIZATION PROJECT) (as amended from time to time in accordance with the terms hereof, this "**MOU**"), is entered into as of _____, 2016 (the "**Effective Date**"), is by and among the Housing Authority of the City and County of San Francisco, a public body, corporate and politic ("**SFHA**" or "**Authority**"), the City and County of San Francisco, a municipal corporation (the "**City**"), represented by and through the Mayor's Office of Housing and Community Development ("**MOHCD**"), its Office of Economic and Workforce Development ("**OEWD**") and its Contract Monitoring Division ("**CMD**"). The SFHA, MOHCD, OEWD and CMD are sometimes referred to herein, individually, as a "**Party**" and, collectively, as the "**Parties**".

RECITALS

A. SFHA, MOHCD and the Developer (as defined below) are parties to that certain Master Development Agreement (the "**MDA**") which sets forth the intentions of the parties to construct and develop on the former public housing projects of Potrero Terrace and Potrero Annex Public Housing Projects (the "**Sites**"), and major revitalization efforts which will consist of (the "**Project**"): (i) the demolition of the existing buildings, including, without limitation, sixty-two (62) two-story residential buildings comprised of six hundred nineteen (619) public housing dwelling units, on the Sites; (ii) the construction of up to one thousand seven hundred (1,700) new dwelling units, including one-for-one replacement of the existing public housing units, affordable rental units, and market-rate and affordable for-sale units; (iii) the construction of up to fifteen thousand (15,000) square feet of neighborhood-servicing retail space; (iv) the construction of up to thirty thousand (30,000) square feet of community service, recreational and educational facilities and space; (v) the development of approximately three and one-half (3.5) acres of new parks and open spaces, including a children play area, green and plaza spaces for a variety of uses, and spaces for urban agriculture; and (vi) the development of approximately thirteen and one-half (13.5) acres of a new and reconfigured streets and utilities, transit-related infrastructure, and accessible paths of travel, all of which is intended to be constructed to Leadership in Energy Efficient Design ("**LEED**") Neighborhood Development standards on the property.

B. BRIDGE-Potrero Community Associates, LLC, a California limited liability company (the "**Developer**"), whose sole member is BRIDGE Regional Partners, Inc., a California nonprofit public benefit corporation, and SFHA entered in that certain Second Amended and Restated Exclusive Negotiating Rights Agreement dated March 25, 2015, as amended, providing, among other things, the Developer with the exclusive rights to negotiate with the SFHA for the redevelopment of the Potrero Annex and Potrero Terrace Public Housing Development.

C. Under the MDA, the Developer is responsible for the master development of the Sites, by undertaking certain work necessary to permit construction of new housing developments and other improvements within the Sites, all as more particularly described

therein. Such work includes creating separate legal parcels, grading and soil compacting such parcels, and constructing necessary supporting infrastructure, including parks and open space. The Developer intends to assign its rights under the MDA to the Affordable Housing Development Owners for the construction of the affordable housing units on the Affordable Housing Development Sites, to Affiliates for the construction of Public Infrastructure and Community Improvements, and to the Market Rate Housing Development Owners for the construction of the market rate housing units on the Market Rate Housing Development Sites.

D. The proposed revitalization and transformation of the Sites is part of the "HOPE SF" initiative sponsored by the City, through MOHCD, and the Authority. HOPE SF is the nation's first large scale public housing transformation collaborative-aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income-communities without mass displacement of current residents. The City, through its various departments, will oversee the entitlement process and will provide construction, contracting and other regulatory oversight of the Project. On or about the date of this Agreement, the City, the Developer and the Authority are entering into a Development Agreement pursuant to the authority of authority of Section 65864 et seq. of the California Government Code and Chapter 56 of the Administrative Code.

E. Under Resolution No. 4967 adopted by the SFHA Board of Commissioners on February 22, 2001 ("**Resolution 4967**"), SFHA established, among other matters, a goal that contractors, in conjunction with their subcontractors, hire SFHA residents such that SFHA residents constitute a minimum of twenty five percent (25%) of the total workforce (calculated by person-hours) on all contracts covered by Resolution 4967.

F. The Developer is required to comply with certain City policies, including the City's Chapter 83; First Source Hiring Program ("FSHP") that sets forth a goal that fifty percent (50%) of new hire construction and entry-level permanent workforce positions through OEWD workforce system with priority given to qualified Potrero Annex/Terrace public housing residents ("PA/PT Residents"). As set forth herein, the Developer, its contractors and subcontractors, and its applicable commercial lessees will be required to use good faith efforts to reach the fifty percent (50%) new hire goals of its construction and entry-level permanent workforce in the following order of priority: (1) by qualified PA/PT Residents; (2) District 10 residents of the 94107, 94110, and 94124 zip code areas; and (3) then San Francisco Residents.

G. The primary purpose of this MOU is to clarify and define the roles, responsibilities, goals and procedures of each of the Parties in relation to the "community and public benefit" program of the City for the development commonly known as Potrero Annex and Terrace (the "**Project**"). Such "community benefit" program is designed to institute the mechanisms by which the Developer shall demonstrate the requisite good faith efforts necessary to achieve the specified workforce compliance, development and training goals for the Project.

H. The specific programs to be enforced and/or executed are:

- i. MOHCD's Small Business Enterprise Program ("**SBE**");

ii. First Source Hiring Program/San Francisco Municipal Code Chapter 83 ("**First Source**");

iii. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §§ 1701u, et seq.), and the implementing regulations at 24 CFR Part 135, et seq. ("**Section 3 Requirements**"); and

iv. Housing Authority of the City and County of San Francisco Resolution Number 4967 ("**SFHA Reso. No. 4967**").

These programs are amended through this MOU to incorporate specific goals of SFHA and define how the Developer, the Affiliates, the Affordable Housing Development Owners and their contractors and/or subcontractors may demonstrate good faith efforts to achieve the goals of such programs.

I. Capitalized terms used in this Agreement with are not defined, shall have the same meaning as such terms are given in the MDA.

SECTION I.
AGREEMENTS AMONG PARTICIPATING PARTIES.

The Parties each respectively agree as follows:

Article I. **Developer Compliance.**

The workforce programs described in this MOU are all of the Parties' workforce program applicable to the Project. Accordingly, compliance with all requirements contained in this MOU shall relieve the Developer, Affiliates, the Affordable Housing Development Owners, the Market Rate Housing Development Owners or any assignee of the foregoing of all the workforce requirements, programs and/or policies of each of the Parties. The Parties acknowledge and agree that the workforce hiring priorities as provided in this MOU satisfy the FSHP, Resolution 4967 and if applicable, the Section 3 Requirements.

Article II. **Construction Workforce.**

Article III. **Developer, Affiliates and Affordable Housing Development Owners.**

Article IV. The rules of MOHCD's SBE Program governs construction small business procurement.

Article V. CMD will monitor and enforce the SBE Program.

Article VI. OEWD and its CityBuild Program ("**CityBuild**") will monitor and enforce the construction workforce hiring for the Project.

Article VII. All Parties shall have access to the electronic small business/local hiring/certified payroll system (e.g., Elations/LBEUTS)

Article VIII. OEWD/CityBuild in cooperation with SFHA, will serve as the lead and initial point of contact between the Potrero community and construction (sub)contractors for construction worker placement with a residency modification to accommodate provisions of the Section 3 Requirements and Resolution 4967. These modifications are detailed in Section II of this MOU.

Article IX. Contractor and/or subcontractors will also submit to Parties copies of all correspondences to/from CMD, MOHCD, OEWD/CityBuild and/or trade unions requesting resident workers and will attach these documents to their Certified Payroll Reports.

Article X. Market Rate Housing Development Owners.

a. OEWD/CityBuild, in cooperation with SFHA will serve as the lead and initial point of contact between the Potrero community and construction (sub)contractors for construction worker placement.

Article XI. Contractor and/or subcontractors will also submit to Parties copies of all correspondences to/from CMD, MOHCD, OEWD/CityBuild and/or trade unions requesting resident workers and will attach these documents to their Certified Payroll Reports.

Article XII. **Professional Services.**

1. Developer, Affiliates and Affordable Housing Development Owners.

b. The rules and procedures of the OEWD/FSHP, govern professional services (sub)consultant placement, with a residency modification to accommodate provisions of the Section 3 Requirements and Resolution 4967. These modifications are detailed in Section II of this MOU.

Article XIII. CMD will monitor and enforce the SBE Program.

Article XIV. OEWD in cooperation with SFHA, will serve as the lead and initial point of contact between the Potrero community and professional services (sub)consultants for placement.

Article XV. Market Rate Housing Development Owners.

The rules and procedures of the FSHP, govern professional services (sub)consultant placement, and will be monitored and enforced by OEWD.

Article XVI. **Permanent Workforce.**

2. Developer, Affiliates and Affordable Housing Development Owners.

c. The rules of the FSHP governs permanent workforce hiring and placement, with a residency modification to accommodate provisions of the Section 3 Requirements and Resolution 4967. These modifications are detailed in Section II of this MOU.

Article XVII. CMD will monitor and enforce the SBE Program.

Article XVIII. OEWD/CityBuild will monitor and enforce the permanent workforce hiring.

Article XIX. OEWD/CityBuild, will serve as the lead and initial point of contact between the Potrero community and the Developer, Affiliates and Affordable Housing Development Owners for permanent workforce placement.

Article XX. For permanent workforce tracking, the Developer, Affiliates, and the Affordable Housing Development Owners and/or applicable retail tenants will submit a permanent workforce report to OEWD. The Developer, the Affordable Housing Development Owners, and/or applicable retail tenants will submit to Parties copies of all correspondence to/from SFHA, CMD or OEWD requesting assistance to ensure that permanent employment placement occurs according to the Section II priority

Article XXI. Market Rate Housing Development Owners

d. The rules of the FSHP governs permanent workforce hiring and placement, and compliance will be monitored and enforced by OEWD/CityBuild.

Article XXII. OEWD/CityBuild, will serve as the lead and initial point of contact between the Potrero community and the Market Rate Housing Development Owners for permanent workforce placement.

Article XXIII. For permanent workforce tracking, the Market Rate Housing Development Owners and/or their retail tenants will submit a permanent workforce report to OEWD. The Market Rate Housing Development Owners and/or applicable retail tenants will submit to Parties copies of all correspondence to/from SFHA, CMD or OEWD requesting assistance to ensure that permanent employment placement occurs according to the Section II priority

SECTION II.

SFHA REQUIREMENTS; WORKFORCE DEVELOPMENT MODIFICATIONS

A. Construction Workforce Hiring Goals.

3. SFHA- Goal: at least 25 percent of all construction workforce hours shall be for Public Housing Residents pursuant to the requirements of SFHA Resolution No. 4967 (the "**SFHA Hiring Goal**"). The SFHA Hiring Goal can be included in the FSHP goal as provided

below. The provisions of SFHA Reso. No. 4967 are applicable to any License Agreement entered into between SFHA and the Developer, Affiliates or an assignee or the Affordable Housing Development Owners, but not any Market Rate Housing Development Owners.

Article XXIV. First Source Hiring Goal: Good faith effort of 50 percent of new hires through OWED/CityBuild workforce system (the "**FSHP Goal**").

B. Permanent Workforce Hiring Goals.

4. The Developer, Affiliates and Affordable Housing Development Owners requirements are outlined below.

Article XXV. The rules of the FSHP shall govern permanent workforce hiring and placement, with a public housing residency modification to meet the SFHA Hiring Goal. These modifications are detailed in this Section II of this MOU.

Article XXVI. In accordance with the requirements of Section 3, at least thirty percent (30%) of newly hired permanent, full-time employees hired should be Section 3 residents. After a Section 3 employee has been employed for three (3) years, such employee may no longer be counted as a Section 3 employee for purposes of the thirty percent (30%) Section 3 threshold requirement. Accordingly, recipients should continue to use good faith efforts to hire Section 3 residents when employment opportunities become available.

C. Section 3 Requirements

The Parties acknowledge and agree that the Section 3 Requirements are only applicable to the extent required by Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §§ 1701u, et seq.), and the implementing regulations at 24 CFR Part 135, et seq. If Section 3 Requirements are applicable, CMD will monitor and enforce compliance with the Section 3 Requirements and OEWD/CityBuild will monitor and enforce compliance with the Section 3 workforce hiring goals.

D. Employment Placement Priority.

Residents will be placed in employment opportunities in the following order of preference, using good faith efforts:

5. Potrero Annex and Potrero Terrace (HOPE SF) Public Housing residents (named on lease);
6. SFHA residents within 94107;
7. SFHA residents in 94110 and 94124;
8. SFHA residents in other zip codes;

9. All other San Francisco residents.

Article XXVII. **Market Rate Housing Development Owners.**

The Parties acknowledge and agree that the provisions of SFHA Reso. No 4967; and provided no federal funds are provided to the Market Rate Housing Development Sites, the provisions of the Section 3 Requirements, are not applicable to the Market Rate Housing Development Owners. The provisions of SFHA Reso. No 4967 are applicable to any License Agreement entered into between SFHA and the Developer, Affiliates or an assignee.

SECTION III.
ROLES AND RESPONSIBILITIES

A. **Contract Monitoring Division:** will serve as the primary agency to collect and share SBE data with Parties. In addition, CMD will be responsible for enforcement of the SBE Program.

B. **SFHA:** upon request, SFHA will verify if participants are public housing residents. OEWD/CityBuild shall provide SFHA with notice and the projected schedules regarding training and employment opportunities available under the Project. SFHA will assist with neighborhood outreach efforts and recruiting public housing residents to apply for the training and employment opportunities. SFHA will also provide resident data to CMD to track resident employment.

C. **Office of Economic & Workforce Development:** The OEWD/CityBuild is responsible for workforce construction data collection and enforcement of the FSHP. Furthermore, OEWD is the primary agency for developing and executing job-training program(s) specifically targeting residents to meet the goals and requirements outlined earlier. OEWD will also serve as the lead for referrals and placements.

10. To ensure an efficient work referral system, OEWD is the single point of contact and to work with the Developer, Affiliates, applicable retail tenants and Potrero and community residents for placement of San Francisco residents for permanent employment opportunities.

11. To ensure an efficient work referral system, the OEWD/CityBuild") will be the lead and initial point of contact between the Developer, its contractor/subcontractors and the Potrero and community residents for placement of San Francisco residents for construction work.

12. OEWD/CityBuild shall provide written reports to SFHA and MOHCD on a monthly basis on the progress that it has made in complying and implementing the provisions of this MOU.

SECTION IV.
DEVELOPER ACKNOWLEDGEMENT

By its signature below, the Developer acknowledges to this MOU. The Developer is an intended third party beneficiary of this MOU. The Parties shall not amend or terminate this MOU in any manner that will adversely affect the Developer without the written consent of the Developer.

SECTION V.
PREVAILING WAGE REQUIREMENTS

All contractors are required to pay not less than the prevailing wage rate as determined by the General Prevailing Wage Determination made by the Director of the California Department of Industrial Relations. To the extent permitted by law, the provisions of this Section V shall not be applicable to the Market Rate Housing Development Owners.

SECTION VI.
COUNTERPARTS; FACSIMILE COPIES.

This MOU shall be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This MOU shall be effective upon transmission by any party to the other parties of a fully-executed facsimile copy of this MOU, so long as a copy of this MOU signed by the transmitting party is delivered to the other parties within five (5) business days thereafter.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the Effective Date.

SFHA:

Approved as to Form:

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic, of the State of California

By: _____
Dianne Jackson McLean
Goldfarb & Lipman LLP
Special Legal Counsel

By: _____
Name: Barbara T. Smith
Title: Acting Executive Director

MOHCD:

DENNIS J. HERRERA,
City Attorney,
as counsel to the Agency

CITY AND COUNTY OF SAN FRANCISCO, a charter city of the State of California, acting by and through its MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

By: _____
Heidi J. Gewertz
Deputy City Attorney

By: _____
Name: Olson Lee
Title: Director

OEWD:

DENNIS J. HERRERA,
City Attorney,
as counsel to the Agency

CITY AND COUNTY OF SAN FRANCISCO, a charter city of the State of California, acting by and through its OFFICE OF WORKFORCE AND ECONOMIC DEVELOPMENT

By: _____
Heidi J. Gewertz
Deputy City Attorney

By: _____
Name: Todd Rufo
Title: Director

CMD:

DENNIS J. HERRERA,
City Attorney,
as counsel to the Agency

CITY AND COUNTY OF SAN FRANCISCO, a charter city of the State of California, acting by and through its GENERAL SERVICES AGENCY, CONTRACT MONITORING DIVISION

By: _____
Heidi J. Gewertz
Deputy City Attorney

By: _____
Name: _____
Title: Director

Signatures continues on following page

ACKNOWLEDGED AND AGREED:

DEVELOPER:

**BRIDGE-POTRERO COMMUNITY ASSOCIATES,
LLC**, a California limited liability company

By: BRIDGE Regional Partners, Inc., a Corporation,
a California nonprofit public benefit, its sole member

By: _____
Name: _____
Its: _____

EXHIBIT J

PHASING PLAN

1. Phase Development

- a. Each of the seventeen (17) development blocks (consisting of a varying number of building and open space parcels) may be developed either by Developer, its transferee, or a Market Rate Parcel developer subject to the design controls in the Potrero SUD and Design Standards and Guidelines (“DSG”).
- b. Each block or selection of blocks will be submitted to Planning for review as part of a Development Phase Application as further outlined in Exhibit K and for Design Review as outlined in the Potrero SUD.
- c. Notwithstanding the requirements outlined in this Phasing Plan Exhibit, the Parties acknowledge that Developer shall have flexibility in the order and timing of the proposed development included in the Project.
- d. The Parties intend to pursue an appropriate provision of Market Rate Parcels and Affordable Parcels within each Development Phase as further described in Exhibit D Affordable Housing Plan. Each block and collection of blocks comprising a Development Phase will also include the associated required improvements listed in Table 1.
- e. With each Development Phase Application, the Developer must demonstrate incremental provision of Community Improvements according to Table 1 such that Community Improvements are provided in general proportionality to housing development.
- f. The required order of Phase development is as follows:
 - (i) Phase 1 will consist of Block X⁴ at a minimum.
 - (ii) Phase 2 will consist of Blocks A and B (if not already included in Phase 1) and may consist of additional blocks at the Developer’s election, subject to the availability of financing.
- g. All remaining blocks (“Subsequent Blocks”) may be grouped into development phases (“Subsequent Phases”) at Developer’s election, subject to the availability of financing.
- h. Each Phase (Phase 1, Phase 2, and all Subsequent Phases) may be granted Development Phase Approval and Implementing Approvals while components of prior Phases are still in progress (have not yet been

⁴ Note, although Block X is referred to in this Exhibit for information and reference in connection with overall phasing, it is not included in the Project Area and is not subject to this Agreement.

substantially completed, determined Complete and/or received Certificates of Occupancy), provided that prior phases have received Development Phase Approval as stipulated in Exhibit K.

- i. The Developer may begin construction of a subsequent Phase while components of a prior Phase are still in progress (have not yet been substantially completed, determined Complete and/or received Certificates of Occupancy). However, the Developer must Complete (as defined in this Agreement) the Community Improvements and the Affordable Housing units in the prior Phase (Public Infrastructure Improvements shall be substantially complete but do not need to be determined Complete) before receiving any Final Certificates of Occupancy for the subsequent Phase. This requirement may be waived on a phase-by-phase basis at the discretion of the Director of the San Francisco Mayor's Office of Housing and Community Development ("MOHCD") with mutual consent by the Planning Director.
- j. Certificates of Occupancy will be granted pursuant to the requirements outlined in the City's Municipal Code and Subdivision Code, which may require certain Public Infrastructure Improvements to be substantially complete prior to issuance.
- k. There are no required dates before which any Phase must commence or be completed. However, the Developer is required to submit Development Phase Applications for all Phases that have received predevelopment funding commitments from MOHCD within 12 months of receiving such funding commitments.
- l. All Development Phase Applications and Implementing Approvals must be completed within the term (as may be amended) of this Development Agreement.

2. CEQA Mitigation Measures

- a. All CEQA mitigations applicable to each phase must be delivered in accordance with the Mitigation Monitoring and Reporting Program ("MMRP") as attached in Exhibit L, and any subsequent findings or amendments, as modified through this Development Agreement.

3. Community Improvements and Public Infrastructure Improvements

- a. Each improvement listed in this Phasing Plan must be implemented in accordance with the guidelines set forth below. Descriptions of each improvement are available in the following documents: (i) the DSG; (ii) the joint Final Environmental Impact Report/Environmental Impact Statement prepared for the Project and more particularly described in Recital K of this

Agreement (“**FEIR/EIS**”); (iii) the Master Infrastructure Plan as attached in Exhibit P (“**MIP**”); (iv) the Transportation Demand Management Plan as attached in Exhibit M (“**TDM Plan**”).

b. Transportation and Infrastructure.

(i) The public right-of-way segments and infrastructure improvements required to be developed with each parcel or set of parcels are listed in Table 1 and shown in Plan 1. For each of the road segments in Table 1, the Developer must construct all applicable improvements described in the DSG, EIR, and MIP, in compliance with all applicable City laws, codes, and regulations in effect as of the date any application is submitted, including water and combined sewer system; power conveyance; road grading and surfacing; sidewalk construction, including the installation of furnishing and landscaping; Public Stormwater Management Improvements; traffic and pedestrian signs and signals; transportation improvements; traffic calming improvements; and the roadway intersections connecting any two constructed segments.

1. Proposed roadways that are longer than 150 feet must accommodate fire truck access and turn-around either through a temporary T-intersection or via connection to another public right-of-way.
2. New utilities must be stubbed out to the far side of any new roadway or intersection to accommodate future connections without disrupting the new roadways or streetscape improvements.
3. If a street segment is constructed that intersects with another new street segment then the connecting intersection must be included in that Phase.

(ii) The Developer will design and install new Public Infrastructure Improvements in advance of or to match the construction buildout phasing of the Project. Developer must construct the Public Infrastructure Improvements that are required to serve the blocks and must functionally connect the Public Infrastructure Improvements to adjacent infrastructure systems before any buildings served by those improvements may receive a Temporary Certificate of Occupancy (“TCO”). This is consistent with the City’s standard requirements for issuance of a TCO. The extent of the proposed Public Infrastructure Improvements within each block shall be based on an “adjacency” principle. Adjacency, or adjacent infrastructure, refers to infrastructure which is near to and may share

a common border or end point with a block but may not be immediately adjoining or contiguous with a block, and represents the minimum necessary to serve the block.

- (iii) The Public Infrastructure Improvements required for successive blocks will connect to the existing infrastructure systems as close to the edge of the proposed block as possible with permanent and/or temporary systems while maintaining the integrity of the existing system for the remainder of the Project Site.
 - (iv) Service and public access must be maintained for all Existing Uses on the Project Site. The Developer is responsible for providing temporary infrastructure or retaining the existing infrastructure that is necessary to provide functional service to any Development Phase, or any occupied pre-existing Project Site residence, including utilities and street access, prior to full build out. The City is not obligated to accept as complete or operate temporary infrastructure.
- c. Transportation Demand Management. The TDM Plan, includes timing requirements for certain improvements, programs, and milestones. The Project must meet or exceed these timing requirements.
- d. Open Space. The following open spaces must be determined Complete per the following criteria:
- (i) The 24th Street Central Park open space must be determined Complete before the Project's final 774th Affordable Housing unit may receive its Temporary Certificate of Occupancy;
 - (ii) The remaining open spaces listed here must be developed with the associated block as outlined in Table 1 below, including: 25th and Connecticut MiniPark, 24th Street Squiggle Park, Texas Street Edible Garden, 23rd Street Stair & Overlook, Gateway Open Space, and the Connecticut Park Terraces.
 - (iii) The open spaces listed in this section shall be included in a Development Phase Application. Each open space design will be reviewed and approved by the Planning Department as part of the Design Review process as outlined in the Potrero SUD and Exhibit K.
 - (iv) All open spaces, along with any supporting public rights-of-way and infrastructure, must be completed with the development blocks as specified in Table 1.
 - (v) The Potrero DSG outlines certain potential open space improvements that are not required elements of the Project, such as improvements to RPD's Potrero Rec Center, and may or may not be completed. If any of these potential open space improvements are constructed by the

Developer then they are to be submitted for review as part of a Development Phase Application.

- e. Community and Childcare Facilities. The childcare facilities included in the Project will replace and/or exceed the capacity of existing facilities currently operating on the Project Site. In addition to the phasing outlined in Table 1, new childcare facilities are to be completed prior to the demolition or closure of existing corresponding facilities to the extent that they are still actively operating at the time of demolition (i.e. a new childcare facility must be substantially complete such that it is ready for operation before the existing on-site childcare center is demolished), or childcare must be relocated per the Relocation Plan. For any occupied housing units that are to be demolished to facilitate construction of new Community and Childcare Facilities, those households must be provided adequate housing alternatives per the Relocation Plan.

4. Stormwater Management Improvements

- a. At all phases of development, the Developer must provide functioning and adequate Public Stormwater Management Improvements and Private Stormwater Management Controls in compliance with SFPUC post-construction stormwater management requirements, the Stormwater Design Guidelines, and the requirements and compliance standards outlined in the Potrero MIP.

5. Community Improvements and Public Infrastructure Improvements to be Developed with Each Block

- a. The Developer shall construct the following Community Improvements and Public Infrastructure Improvements with each block or series of blocks as specified in Table 1. For the purposes of this Table 1, the term “segment” shall mean the new public right-of-way and associated Public Infrastructure Improvements, as outlined in the Transportation and Infrastructure section of this Exhibit.
- b. For those street segments that may be completed with multiple development blocks, the Developer must develop the identified street segments with the first block to be developed.

Table 1.

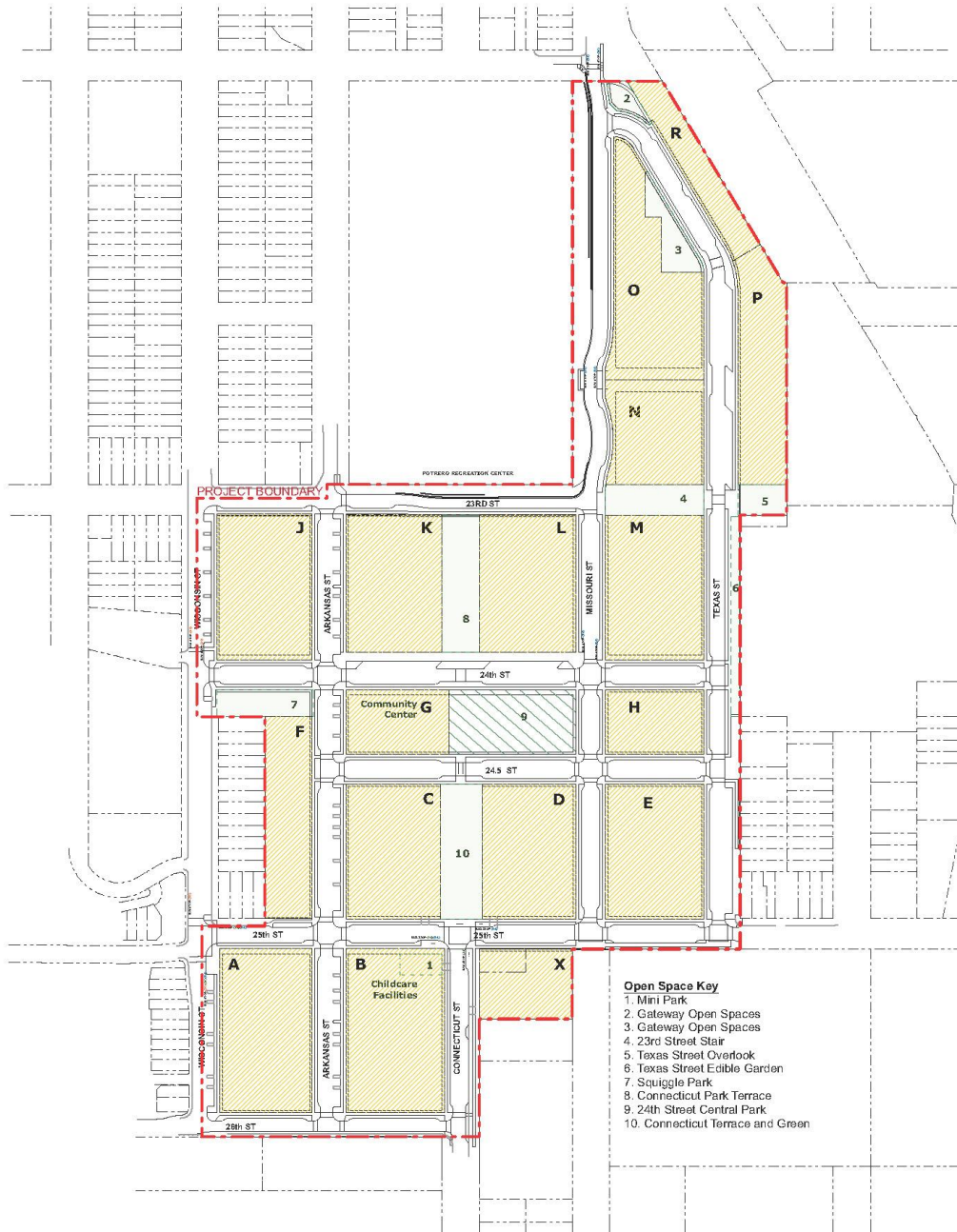
Block	Community Improvement and/or Public Infrastructure Improvements
X	<ul style="list-style-type: none"> ▪ Adjacent street segments of Connecticut between 25th and 26th Streets, and 25th Street between Connecticut and Texas Streets
A	<ul style="list-style-type: none"> ▪ Adjacent street segments of 26th Street, and 25th Street ▪ Adjacent street segment of Arkansas Street if not completed in conjunction with Block B ▪ Sidewalk improvements along Wisconsin between 25th and 26th Streets
B	<ul style="list-style-type: none"> ▪ 25th and Connecticut MiniPark ▪ Adjacent street segment of Arkansas if not completed in conjunction with Block A ▪ Adjacent street segments of 25th and 26th Streets
N	<ul style="list-style-type: none"> ▪ 23rd Street Stair & Overlook if not completed in conjunction with Block M ▪ Adjacent street segment of Missouri ▪ Adjacent street segment of Texas if not completed in conjunction with Block P
O	<ul style="list-style-type: none"> ▪ Adjacent street segment of Missouri ▪ Adjacent street segment of Texas if not completed in conjunction with Blocks P and/or R ▪ Gateway Open Space if not completed in conjunction with Block R
P	<ul style="list-style-type: none"> ▪ Adjacent street segment of Texas if not completed in conjunction with Blocks N and/or O
R	<ul style="list-style-type: none"> ▪ Adjacent street segment of Texas if not completed in conjunction with Block O
J (Phase	<ul style="list-style-type: none"> ▪ Adjacent Segment of 23rd Street

4/North portion)	<ul style="list-style-type: none"> ▪ Adjacent sidewalk improvements along Wisconsin
J (Phase 5/South Portion)	<ul style="list-style-type: none"> ▪ Adjacent sidewalk improvements along Wisconsin ▪ Adjacent segment of 24th Street if not completed in conjunction with Block F ▪ Adjacent segment of Arkansas if not completed in conjunction with Block K
K	<ul style="list-style-type: none"> ▪ Adjacent street segment of 23rd Street ▪ Adjacent street segment of Arkansas if not completed in conjunction with Block J ▪ Adjacent street segment of 24th Street if not completed in conjunction with Block G ▪ Upper Connecticut Park Terraces if not completed in conjunction with Block L
L	<ul style="list-style-type: none"> ▪ Adjacent street segment of 23rd Street ▪ Adjacent street segment of Missouri if not completed in conjunction with Block M ▪ Adjacent street segment of 24th Street if not completed in conjunction with construction of the Central Park ▪ Upper Connecticut Park Terraces if not completed in conjunction with Block K
M	<ul style="list-style-type: none"> ▪ 23rd Street Stair & Overlook if not completed in conjunction with Block N ▪ Adjacent street segment of Missouri if not completed in conjunction with Block L ▪ Adjacent street segment of Texas and Community Garden if not

	<p>previously completed</p> <ul style="list-style-type: none"> ▪ Adjacent street segment of 24th Street if not completed in conjunction with Block H
F	<ul style="list-style-type: none"> ▪ Adjacent street segment of Arkansas if not completed in conjunction with Blocks G and/or C ▪ Squiggle Park if not previously completed
G	<ul style="list-style-type: none"> ▪ Adjacent street segment of Arkansas if not completed in conjunction with Block F ▪ Adjacent street segment of 24th Street if not completed in conjunction with Block K ▪ Adjacent street segment of 24 and 1/2 Street if not completed in conjunction with Block C
C	<ul style="list-style-type: none"> ▪ Adjacent street segment of Arkansas if not completed in conjunction with Block F ▪ Adjacent street segment of 24 and 1/2 Street if not completed in conjunction with Block G ▪ Lower Connecticut Park Terraces if not completed in conjunction with Block D
D	<ul style="list-style-type: none"> ▪ Lower Connecticut Park Terraces if not completed in conjunction with Block C ▪ Adjacent street segment of 24 and 1/2 Street if not previously completed as part of construction of Central Park ▪ Adjacent street segment of Missouri if not completed in conjunction with Block E
H	<ul style="list-style-type: none"> ▪ Adjacent street segment of 24th Street if not completed in conjunction with Block M

	<ul style="list-style-type: none"> ▪ Adjacent street segment of 24 and ½ Street if not completed in conjunction with Block E ▪ Adjacent street segment of Missouri if not previously completed as part of construction of Central Park ▪ Adjacent street segment of Texas if not previously completed
E	<ul style="list-style-type: none"> ▪ Adjacent street segment of Missouri if not completed in conjunction with Block D ▪ Adjacent street segment of 24 and ½ Street if not completed in conjunction with Block H ▪ Adjacent street segment of Texas if not previously completed
Central Park	<ul style="list-style-type: none"> ▪ Central Park must be completed prior to the issuance of Temporary Certificates of Occupancy for the 774th Affordable Housing unit ▪ Adjacent street segments of Missouri, 24th Street and 24th and ½ Street if not completed with Blocks H, L, and D, respectively

Plan 1



Rebuild Potrero | Exhibit J: PARCEL MAP

San Francisco, CA | 7/27/16 | BRIDGE Housing



EXHIBIT K

DEVELOPMENT OF PROJECT SITE AND DEVELOPMENT PHASE APPLICATION PROCESS

1. Development Rights. As set forth in Section 2.1 of this Development Agreement (the “**Agreement**”), Developer shall have the vested right to develop the Project Site in accordance with and subject to the provisions of the Agreement, the Approvals, and any Implementing Approvals, and the City shall process all Implementing Approvals related to development of the Project Site in accordance with and subject to the provisions of the Agreement. Developer agrees that all improvements it constructs on the Project Site shall be done in accordance with the Agreement, the Approvals, and any Implementing Approvals, and in accordance with all applicable laws.

2. Compliance with CEQA. As set forth in Recital K of the Agreement, the Parties acknowledge that the FEIR/EIS prepared for the Project with the accompanying Addenda, if any, complies with CEQA. The Parties further acknowledge that (i) the FEIR/EIS and CEQA Findings contain a thorough analysis of the Project and possible alternatives to the Project, (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 a statement of overriding considerations in connection with the Project approvals, pursuant to CEQA Guidelines section 15093, for those significant impacts that could not be mitigated to a less than significant level. For these reasons, the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested by the Agreement, as more particularly described by the Approvals, except as may be required by applicable law in taking future discretionary actions relating to the Project.

3. Vested Rights; Permitted Uses and Density; Building Envelope. By approving the Approvals, the City has made a policy decision that the Project, as currently described and defined in the Approvals, is in the best interest of the City and promotes the public health, safety and general welfare. Accordingly, the City in granting the Approvals and vesting them through the Agreement is limiting its future discretion with respect to Project approvals that are consistent with the Approvals. Consequently, the City shall not use its discretionary authority in considering any application for an Implementing Approval to change the policy decisions reflected by the Approvals or otherwise to prevent or to delay development of the Project as set forth in the Approvals. Instead, Implementing Approvals that substantially conform to or implement the Approvals, subsequent

Development Phase (as defined in Section 4(a)) Approvals, and subsequent Design Review Approvals (as defined in Section 4(d) below) shall be issued by the City so long as they substantially comply with and conform to the Agreement, the Approvals, the Design Standards and Guidelines (the “**DSG**”) and the Master Infrastructure Plan as attached in Exhibit P to the Agreement, as applicable. Nothing in the foregoing shall impact or limit the City’s discretion with respect to (i) Implementing Approvals that seek a Material Change to the Approvals, (ii) Board of Supervisor approvals of subdivision maps, as required by law, or (iii) requests for approval that may materially impair, alter or decrease the scope and economic benefit of the Community Improvements described in the Potrero Plan Documents related to the Potrero Project and the Agreement.

Each Approval or Implementing Approval shall remain in effect during the Term of the Agreement. Notwithstanding anything to the contrary above, each street improvement, building, grading, demolition or similar permit shall expire at the time specified in the permit or the applicable public improvement agreement approved under the City’s Subdivision Code, with extensions as normally allowed under the Uniform Codes or as set forth in such public improvement agreement.

4. Development of the Project.

a. Development Phases. The Project shall be built in phases (“**Development Phases**”) in the manner described in the Phasing Plan in Exhibit J. The Parties currently anticipate that the Project will be constructed in Development Phases over approximately 10-20 years. Notwithstanding the general requirements for implementation of the Development Phases included in the Phasing Plan attached hereto as Exhibit J, the Parties acknowledge that for all phases, the Developer cannot guarantee the exact timing in which Development Phases will be constructed, whether certain development will be constructed at all, or the characteristics of each Development Phase (including without limitation the number of units constructed during each Development Phase and the parcels included within each Development Phase). Such decisions depend on numerous factors that are not wholly within the control of Developer or the City, such as market absorption and demand, interest rates, availability of project financing, public affordable housing financing resources, competition, and other similar factors. To the extent permitted by the Agreement, including those general requirements for implementation of the Development Phases as such restrictions are provided in the Phasing Plan, Developer shall have the right to develop the Project in Development Phases in such order and time, and

with such characteristics as Developer requests, as determined by Developer in the exercise of its subjective business judgment, but subject to the City's approval of each Development Phase, which approval shall not be unreasonably withheld, conditioned, or delayed.

b. Phasing Plan. The Community Improvements and certain Public Infrastructure Improvements to be constructed by Developer are listed in the Phasing Plan (Exhibit J to the Agreement) and are approved by the Approvals. The Phasing Plan reflects the Parties' mutual acknowledgement that certain controls shall guide the development of the Project and the phased provision of Affordable Housing, Market Rate parcel pads, Community Improvements, Public Infrastructure Improvements, and other Project elements. The Affordable Housing Plan, as provided in Exhibit D, defines certain controls for the phased production of affordable housing units to satisfy the Developer's obligation to provide a minimum of 774 affordable housing units in the Project. The Parties acknowledge and agree that the City cannot disproportionately burden a Development Phase in violation of the Phasing Plan. The Parties acknowledge that certain infrastructure or utility improvements may be required at an early stage of development in accordance with operational or system needs and the City may reasonably request Developer to advance certain Public Infrastructure Improvements at such earlier stage in order for efficiency and cost effectiveness. The Parties shall cooperate in good faith to amend the Developer's originally proposed Development Phase Application if needed to advance such improvements and to delay other improvements while maintaining the basic principles outlined in the Phasing Plan.

c. Development Phase Application Review and Approval.

At most (6) six months prior to submitting any Development Phase Application to the Planning Department for review, the Developer shall conduct a minimum of one pre-application meeting. The meeting shall be conducted at, or within a one-mile radius of, the Project Site, but otherwise subject to the Planning Department's pre-application meeting procedures. A Planning Department representative shall attend such meeting.

Prior to the commencement of each Development Phase, Developer shall submit to the Planning Department an application (a "**Development Phase Application**") in substantial conformance with the checklist attached hereto as Attachment 2. A detailed overview of the Development Phase Application process and required application content is attached hereto as Attachment 1.

In addition to the items outlined in Attachment 1, the Planning Director shall have the right to request additional information from Developer as may be needed to understand the proposed Development Phase Application and to ensure compliance with the Agreement, including but not limited to the applicable Potrero Plan Documents. The City will review the proposed improvements against the requirements of the Agreement and accompanying design controls. If the Planning Director objects to the proposed Development Phase Application, it shall do so in writing, stating with specificity the reasons for the objection and any items that it or they believe may or should be included in the Development Phase Application in order to bring the Development Phase Application into compliance with the terms of the Phasing Plan and the Agreement. The Planning Director agrees to act reasonably in making determinations with respect to each Application, including the determination as to whether the terms outlined in the Phasing Plan have been satisfied. The Parties agree to meet and confer in good faith to discuss and resolve any differences in the scope or requirements of an Application. Planning shall review Phase Applications within (30) thirty days of receipt in order to determine completeness. The Planning Director shall act on a Development Phase Application within (60) sixty days after receipt of a complete Development Phase Application upon his or her determination that the Development Phase is consistent with the Potrero Plan Documents and the Phasing Plan. If there are no objections, or upon resolution of any differences, the Planning Director shall issue to Developer in writing an approval of the Development Phase Application with such revisions, conditions, comments, or requirements as may be permitted in accordance with the terms of the Agreement (each a “**Development Phase Approval**”).

Developer must receive approval of each Development Phase Application prior to Developer submitting applications for associated Implementing Approvals (including street improvement permits). Developer may submit associated applications for Design Review Approvals for vertical structures and Community Improvements within a Development Phase prior to approval of the Development Phase Application, but may not receive Design Review Approval for any elements of a Development Phase prior to the Development Phase Approval. The Planning Department, at their sole discretion, may agree to receive and begin review of Design Review applications concurrent with Development Phase Application review, but the Planning Department’s time limits for review and approval of the Design Review application shall not begin until Development Phase Approval is granted.

An approved Development Phase Application may not limit the scope or content of related Public Infrastructure Improvements and approval thereof. The scope of required Public Infrastructure Improvements in each Development Phase may differ from the scope shown in the approved Development Phase Application in order to achieve appropriate access, functional utility systems and connections for improvements within that phase, and to maintain service to existing residents.

The Development Phase Approval notice shall be posted for at least 14 days as follows: (i) the Planning Department shall post notice of the Application on the Planning Department's website for the project, which is accessible to the public via the "**Complete List of Plans and Projects**" webpage, or an equivalent webpage accessible to the public and dedicated to similar public disclosure purposes; (ii) Developer shall post notice at that area of the Project Site that is the subject of the given Development Phase Approval; and (iii) the Planning Department shall provide direct mail notice to surrounding neighborhood associations.

d. Design Review Approvals. The Approvals include a Planning Code text amendment that creates a Potrero HOPE SF Special Use District and incorporates the DSG for the Project Site (the "**Potrero Special Use District**" or "**Potrero SUD**"). The Potrero Special Use District and the DSG were created and adopted to ensure that the urban, architectural and landscape design of the buildings, public realm and Community Improvements at Potrero will be of high quality and appropriate scale, include sufficient open space, and promote the public health, safety and general welfare. To ensure that all new buildings, the new public realm and any Community Improvements related to implementation of the Project meet the DSG applicable to the Project, Developer must undergo a design review process ("**Design Review**") and obtain design review approval (a "**Design Review Approval**") before obtaining Implementing Approvals to commence construction of any proposed building or Community Improvement within or adjacent to the Project Site. The Design Review process and guidelines are more particularly described in the Potrero Special Use District.

(i) Design Review submissions are submitted to, reviewed, and approved by the Planning Department. All vertical structures must be submitted for Design Review Approval. The Planning Director or his or her designee shall review and approve, disapprove, or approve with recommended modifications each design in accordance with the

requirements of the Agreement, the Potrero Plan Documents, the applicable Development Phase Application, and the procedures specified in the Potrero Special Use District section of the Planning Code, as the same may be amended from time to time.

(ii) Notwithstanding anything to the contrary in the Agreement, the City may exercise its reasonable discretion in approving the aspects of a Design Review Application that relate to the qualitative or subjective requirements of the DSG, including the choice of building materials and fenestration. Also notwithstanding anything to the contrary in the Agreement, in considering the Design Review for those aspects of a proposed building or Community Improvement that meet the quantitative or objective requirements of the DSG and the other Potrero Plan Documents (the “**Objective Requirements**”), including without limitation, the building’s proposed height, bulk, setbacks, location of uses and size of such uses, and amount of open space and parking, the City acknowledges and agrees that (i) it has exercised its discretion in approving the Potrero Special Use District, the DSG and Guidelines, and the other Potrero Plan Documents, and (ii) any proposed Design Review that meets the Objective Requirements shall not be rejected by the City based on elements that conform to or are consistent with the Objective Requirements, so long as the proposed building or Community Improvement meets the Uniform Codes and the DSG. If the Planning Director determines that an application for Design Review includes a Material Change to the Approvals, the Developer may be required to obtain Planning Commission approval of that change. The Planning Director shall consult with the Mayor’s Office of Housing and Community Development (“**MOHCD**”) Director and may, at his or her discretion, consult with any other City Agency, and shall determine if any other City Agency’s approval, other than MOHCD’s approval, is required before a particular Material Change to the Approvals can be brought before the Planning Commission.

(iii) Design Review Approvals of the Community Improvements. The Planning Department shall review the proposed Community Improvement for conformance with the DSG, issue preliminary approval of the Design Review application if it so conforms, or propose modifications to the Design Review application that create conformance with the DSG. The Planning Department shall then circulate the Design Review application to other City departments for

their review and comment to the extent that construction of the Community Improvement falls within the jurisdiction or permitting authority of such agency or department. Each agency or department shall review the proposed Community Improvement for conformance with the DSG and the agency or department's generally-applied technical design guidelines in effect at that time (to the extent that they affect the overall concept design of the Community Improvement) and shall provide comments on the Design Review application within (30) thirty days of receipt of a complete application. Any proposed modifications shall be consistent with the requirements of the Agreement, for so long as it is in effect. The Planning Department may request a revised Design Review application that conforms with any reviewing agency or department comments, consistent with the requirements and limitations of the Agreement, for so long as it is in effect. After considering any proposed modifications or revisions, and once it determines that the Design Review application conforms to the Potrero Plan Documents, the Planning Department shall issue final Design Review Approval of the Community Improvement to the Developer.

Nothing in this subsection shall be construed as a limitation on the discretion retained by any City agency or department under the terms of the Agreement.

e. Commencement of Development Phase. Upon receipt of a Development Phase Approval, Developer shall submit a tentative subdivision map application (if not already submitted) covering all of the real property within the Development Phase. The Developer also has the option to submit a tentative subdivision map application for the entire site and seek approval of phased final maps for each Development Phase. Following submittal of the tentative subdivision map application, Developer shall have the right to submit any associated Implementing Approval permits, such as street improvement permits and building permits, required to commence the scope of development described in each Development Phase Approval. The Planning Department may approve, but is not required to approve, Design Review applications for vertical structures or Community Improvements until after the submission of the tentative subdivision map application covering those properties.

Each Development Phase shall be deemed to have commenced if (i) site or building permits have been issued by the City for all or a portion of the buildings located in that Development Phase and (ii) some identifiable construction, such as grading, of all or a portion of that Development Phase has been initiated. Upon commencement of work in a Development Phase, Developer shall continue the work at a commercially reasonable pace to Completion of that Development Phase, including all Community Improvements, Stormwater Management Improvements and Public Infrastructure Improvements within the Development Phase in accordance with applicable permits and requirements under the Agreement to ensure that there are no material gaps between the start and Completion of all work within that Development Phase, subject to any Excusable Delay or amendment of the Development Phase Approval as permitted by Section 12.5.2 of the Agreement.

f. Amendment of a Development Phase Approval. At any time after receipt of a Development Phase Approval, Developer may request an amendment to the Development Phase Approval. Such amendment may include but is not limited to changes to the number and location of units proposed during that Development Phase, the substitution of a Community Improvement for another Community Improvement, or the delay of a Community Improvement from the Development Phase due to a proposed reduction of affordable housing development proposed for that Development Phase caused by a lack of sufficient funding. Any such requested amendment shall be subject to the review and approval process and the standards set forth above in Section 4(c). Such amendment may require the resubmission of street improvement permits if the amendment impacts infrastructure scope and/or design. Notwithstanding anything to the contrary above, Developer shall not have the right to eliminate any Community Improvement or Public Infrastructure Improvement for which construction or service has already commenced in that Development Phase.

g. Without limiting the foregoing, it is the desire of the Parties to avoid the result in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), in which the California Supreme Court held that because the parties had failed to consider and expressly provide for the timing of development, a later-adopted initiative restricting the timing of development prevailed over the parties' agreement. Accordingly, the Parties hereto expressly acknowledge that except for the construction phasing required by this Exhibit, the Potrero Plan Documents, the Phasing Plan, the Mitigation

Measures, and any express construction dates set forth in an Implementing Approval, Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment and consistent with any schedules or requirements included in any Loan Agreement with the MOHCD, as applicable to any particular phase or parcel.

5. Project Development Scope - Community Improvements, Stormwater Management Improvements and Public Infrastructure Improvements.

a. Developer Responsibilities. Developer shall undertake the design, development and installation of the Public Infrastructure Improvements and Community Improvements pursuant to the Potrero Infrastructure Plan, subsequent Master Utility Plans, and the DSG, as applicable. Public Infrastructure Improvements shall be designed and constructed, and shall contain those improvements and facilities, as required by the applicable City Agency that is to accept, and in some cases operate and maintain, the Public Infrastructure Improvement in keeping with the then-current Citywide standards and requirements of the City Agency as if it were to design and construct the Public Improvement on its own at that time, including the requirements of any Non-Responsible City Agency with jurisdiction, provided that the design and construction of the Public Infrastructure Improvements are not in conflict with Existing Standards or Future Changes to Existing Standards in sections 7.2 and 7.3 of the Agreement. Without limiting the foregoing, any Community Improvement shall obtain a Design Review Approval from the Planning Department as set forth in Section 4(d) of this Exhibit and in the Potrero SUD.

Public Infrastructure Improvements and Community Improvements will be reviewed and approved by the responsible agencies in the following manner. Without limiting the foregoing, following submittal of a Development Phase Application, the Developer may submit applications for Design Review of vertical structures and Community Improvements as described above and in the Potrero SUD. Following approval of a Development Phase Application, the Developer may submit street improvement plans to the Department of Public Works (“**DPW**”) Task Force for review and approval by the relevant agencies. The SFSFPUC must approve all of the plans and specifications for all Public Stormwater Management Improvements, and all water, street light, combined sewer, and power facilities. DPW must approve all of the plans and specifications for roadways and public right-of-way streetscape, and must

approve all Public Infrastructure Improvements with the consent of applicable City Agencies. This process is further detailed in Attachment 1 of this Exhibit.

Construction of the Project shall comply with the phasing requirements outlined in the Phasing Plan in Exhibit J, subject to Excusable Delay. As outlined in the Phasing Plan, the Developer may begin construction of a subsequent Development Phase while components of a prior Development Phase are still in progress (have not yet been substantially completed, determined Complete and/or received Certificates of Occupancy). However, the Developer must Complete (as defined in the Agreement) the Community Improvements and the Affordable Housing units in the prior Phase before receiving any Final Certificates of Occupancy for buildings in the subsequent Phase (Public Infrastructure Improvements shall be substantially complete but do not need to be determined Complete). This requirement may be waived on a phase-by-phase basis at the discretion of the Director of MOHCD with mutual consent by the Planning Director. If the City issues a Final Certificate of Occupancy before component items are completed, then Developer shall promptly complete such items following issuance. If phasing requirements have not been waived as described herein and as outlined in the Phasing Plan, and the Developer fails to complete the improvements in an approved Development Phase within such time frame as outlined in the Phasing Plan, the City may decline to grant Final Certificate of Occupancy to those Community Improvements and Affordable Housing units, cease issuing any further Project approvals, not accept any additional applications for the Project, and include in any estoppel certificate language reflecting Developer's failure to complete such required improvements. In addition, failure to continue to diligently prosecute such improvement to Completion shall, following notice and cure as set forth in Section ___ of the Agreement, be an Event of Default.

Notwithstanding the above, the Developer may propose interim or temporary infrastructure improvements, and DPW, with the consent of any affected City Agency in their respective sole discretion, may allow such interim or temporary infrastructure improvements and defer completion of required Public Infrastructure Improvements subject to terms and conditions that the City deems appropriate. The subject public improvement agreement shall address the interim or temporary infrastructure improvements along with sufficient security to guarantee the completion and removal of such improvements and security for the permanent Public

Infrastructure Improvements. The City will not accept any interim or temporary improvements for maintenance and liability purposes. Notwithstanding Administrative Code Chapter 23, the Director of Real Estate is authorized to accept on behalf of the City temporary public easements related to the construction, completion, and use of Public Infrastructure Improvements, including temporary or interim improvements, for a period not to exceed five (5) years.

Nothing in this subsection shall be construed as a limitation on the discretion retained by any City agency or department under the terms of the Agreement.

b. Maintenance and Operation of Community Improvements by Developer and Successors. The Parties agree that Developer, or its successors or assignees shall, in perpetuity, own, operate and maintain in good and workmanlike condition, and otherwise in accordance with all applicable laws and any applicable permits, all Community Improvements and permitted encroachments on the public-right-of-way that the City does not accept for maintenance. A map of the Project Site identifying all improvements subject to this on-going service, maintenance and operations obligation, and the respective land area of each sub-category of space (including, for example, the park and open space system, sidewalk and streetscape areas, etc.) is attached to the Agreement as Exhibit F and incorporated herein. The provisions of this Section 5(d) shall survive the expiration of the Agreement. In order to ensure that the Community Improvements owned by Developer are maintained in a clean, good and workmanlike condition, Developer shall record a declaration of covenants, conditions, and restrictions (“**CC&Rs**”) against the portion of the Project Site on which the Community Improvement will be located, but excluding any property owned by the City as and when acquired by the City, that include a requirement that a homeowner’s association or community facility district provide all necessary and ongoing maintenance and repairs to the Community Improvements not accepted by the City for maintenance, at no cost to the City, with appropriate homeowners’ dues and/or assessments to provide for such maintenance and services. Developer shall make commercially reasonable efforts to enforce the maintenance and repair obligations of the homeowner’s association and/or the community facility district. The CC&Rs and/or regulations of the community facility district identified herein shall be subject to reasonable review and approval by the City Attorney, OEWD, and the Planning Department, and shall be recorded, prior to approval of the State department

of Real Estate under the Davis Stirling Community Interest Development Act in the case of CC&Rs, and shall expressly provide the City with a third-party right to enforce the maintenance and repair provisions of the responsible entities. On or before the recordation of the documents, MOHCD shall reasonably approve the proposed commercially reasonable budget for the on-going maintenance and operations of the Community Improvements. Notwithstanding the foregoing, if the City, acting through the Recreation and Parks Department (“**RPD**”), acquires one or more Project parks, consistent with the terms in Exhibit N, as attached to the Agreement, the Developer shall ensure that the costs associated with meeting all of the terms and obligations for park maintenance based on the terms in Exhibit N shall be included in the CC&Rs and/or any community facility district established for the Project Site.

c. Maintenance of Stormwater Management Improvements. Pursuant to the requirements of the Public Works Code, the SFSFPUC must approve a Stormwater Control Plan that describes the activities required by Developer to appropriately design, install, and maintain the Stormwater Management Improvements within each Development Phase as further described in the Phasing Plan in Exhibit J of the Agreement. For Private Stormwater Management Controls, Developer shall record a maintenance agreement and restrictive covenants that include a requirement that the appropriate entities provide ongoing maintenance and repairs to the Private Stormwater Management Controls in the manner required by the Stormwater Control Plan, at no cost to the City, with appropriate dues and or assessments to provide for such maintenance. As set forth above, Developer shall make commercially reasonable efforts to enforce the maintenance and repair obligations of the responsible entities during the Term of the Agreement. The Parties agree that Public Stormwater Management Improvements shall be dedicated to, and accepted by, the City as Public Infrastructure Improvements. Runoff from the public right-of-way areas will be managed within the public right-of-ways using green stormwater infrastructure, as approved by applicable City Agencies, and as detailed in the Potrero Master Infrastructure Plan in Exhibit P. The City will not maintain or accept Stormwater Management Improvements right-of-ways that accept runoff from private parcels.

d. Permits to Enter City Property. Subject to the rights of any third-party and the City’s reasonable agreement with respect to the scope of the proposed work and insurance or security requirements, and provided Developer is not

then in default under the Agreement, each City Agency with jurisdiction shall grant permits to enter City-owned property on the City's standard form permit and otherwise on commercially reasonable terms in order to permit Developer to enter City-owned property as needed to perform investigatory work, construct and/or maintain Public Infrastructure Improvements and Stormwater Management Improvements, and complete the Mitigation Measures as contemplated by each Development Phase Approval. Such permits may include release, indemnification and security provisions in keeping with the City's standard practices.

6. Non-City Regulatory Approvals for Community Improvements and Public Infrastructure Improvements.

a. Cooperation to Obtain Permits. The Parties acknowledge that certain Community Improvements and Public Infrastructure Improvements, may require the approval of federal, state, and local governmental agencies that are independent of the City and not a Party to the Agreement ("**Non-City Responsible Agencies**"), including but not limited to the California Public Utilities Commission and the United States Department of Housing and Urban Development ("**HUD**"). The Non-City Responsible Agencies may, at their sole discretion, disapprove installation of such Community Improvements or Public Infrastructure Improvements, making such installation impossible. The City will cooperate with reasonable requests by Developer to obtain permits, agreements, or entitlements from Non-City Responsible Agencies for each such improvement, and as may be necessary or desirable to effectuate and implement development of the Project in accordance with the Approvals (each, a "**Non-City Regulatory Approval**"). The City's commitment to Developer under this Section 6(a) is subject to the following conditions:

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

(ii) 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 Infrastructure

Improvements; or (2) any restrictions on City-owned property (or property to be owned by City under the Agreement), unless in each instance the City, including each affected City Agency, has previously approved the conditions or restrictions in writing, which approval may be given or withheld in its sole discretion.

b. Costs. Developer shall bear all costs associated with applying for and obtaining any necessary Non-City Regulatory Approval. Developer shall be solely responsible for complying with any Non-City Regulatory Approval and any and all conditions or restrictions imposed as part of a Non-City Regulatory Approval, whether the conditions apply to the Project Site or outside of the Project Site. Developer shall have the right to appeal or contest any condition in any manner permitted by law imposed under any Non-City Regulatory Approval, but only with the prior consent of the affected City Agency if the City is a co-applicant or co-permittee or the appeal impacts the rights, obligations or potential liabilities of the City. If Developer demonstrates to the City's satisfaction that an appeal would not affect the City's rights, obligations or potential liabilities, the City shall not unreasonably withhold or delay its consent. In all other cases, the affected City Agencies shall have the right to give or withhold their consent in their sole discretion. Developer must 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, and Developer shall indemnify the City for any and all Losses relating to Developer's failure to comply with any Non-City Regulatory Approval.

c. 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 Infrastructure Improvements (each, a "Continuing Obligation"). Standard maintenance of Public Infrastructure Improvements, in keeping with City's existing practices, shall not be deemed a Continuing Obligation. Developer must notify all affected City Agencies in writing and include a clear description of any Continuing Obligation, and each affected City Agency must approve the Continuing Obligation in writing in its sole discretion before Developer agrees to the Non-City Regulatory Approval and the Continuing Obligation. Upon the City's acceptance of any Public Infrastructure Improvements that has a Continuing Obligation that was approved by the City as set forth above, the City will assume the Continuing Obligation and notify the Non-City

Responsible Agency that gave the applicable Non-City Regulatory Approval of this fact.

d. Notice to City. In the event that Developer has not obtained, despite its good faith diligent efforts, a necessary Non-City Regulatory Approval for a particular Community Improvement or Public Infrastructure Improvement within three (3) years of Developer's or the City's application for the same, Developer, after consultation with the City regarding the most preferable approach, shall provide written notice to the City of its intention to (i) continue to seek the required Non-City Regulatory Approval from the Non-City Responsible Agency, (ii) amend the requirement that Developer construct the Community Improvement or Public Infrastructure Improvement with a requirement that Developer construct a new Community Improvement or Public Infrastructure Improvement not listed on the Phasing Plan (an "**Alternate Improvement**").

e. Extensions and Negotiations for Alternate Improvements. If Developer provides notice to the City of its intention to continue to seek Non-City Regulatory Approval of the Public Infrastructure Improvement or Community Improvement, as permitted by Section 6(a), the Parties shall continue to make good faith and commercially reasonable efforts to obtain the required Non-City Regulatory Approval for a reasonable period agreed to by the Parties (the "Extension Period"). The Parties shall meet and confer in good faith to determine what work within the Development Phase can continue during the Extension Period in light of the failure to obtain the Non-City Regulatory Approval, subject to the Mitigation Measures. If, after the expiration of the Extension Period, Developer has not yet obtained the required Non-City Regulatory Approval for the Public Infrastructure Improvement or Community Improvement, Developer, after consultation with the City regarding the most preferable approach, shall provide written notice to the City of its intention to pursue an Alternate Improvement. The Parties, by mutual consent, may also agree in writing to an extension of the Extension Period to obtain required approvals for any Public Infrastructure Improvement, Community Improvement, or Alternate Improvement, which shall not require an amendment to the Agreement.

f. Alternate Improvements. If Developer provides notice of its intention to pursue an Alternate Improvement pursuant to Section 6(a), the Parties shall make reasonable and good faith efforts to identify such Alternate Improvement in a timely manner. The Parties shall negotiate in good faith to

reach agreement on the Alternate Improvement. The Parties acknowledge and agree that any Alternate Improvement should be designed so as to replicate the anticipated public benefits from the Community Improvement or Public Infrastructure Improvement to be eliminated to the greatest possible extent but without increasing the cost to Developer of the original improvement, thus maintaining the benefit of the bargain for both Parties. The estimated cost to Developer shall be evaluated through the same public financing processes outlined in Exhibit O on Public Finance. In addition, any proposed Alternate Improvement should minimize disruptions or alterations to the Phasing Plan and Project design. The Planning Department shall review the proposed Alternate Improvement pursuant to the Development Phase Approval amendment process set forth in Section 4(f). Upon City approval of such Alternate Improvement, Developer may file Design Review Applications and obtain Design Review Approvals and any associated Implementing Approvals to construct and complete the amended Development Phase in which the original improvement would have been required. The time permitted for Developer to complete construction of the Alternate Improvement shall be established in writing (without need for an amendment to the Agreement), and the City shall allow a commercially reasonable time for Developer to Complete the Alternate Improvement without delaying, preventing or denying approvals for any other development set forth in the amended Development Phase Approval. The Parties understand and agree that any Alternate Improvement may require additional environmental review under CEQA, and Developer shall be responsible for any and all costs associated with such CEQA review. So long as the Parties continue to diligently work together to negotiate proposed adjustments relating to an Alternate Improvement, any delay caused thereby shall be deemed to be an Excusable Delay.

7. Cooperation.

a. Agreement to Cooperate. The Parties agree to cooperate with one another to expeditiously implement the Project in accordance with the Approvals, Development Phase Approvals, Design Review Approvals, Implementing Approvals and the Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of the Approvals are fulfilled during the Term. Except as specifically provided in the Agreement, the City has no additional obligation to spend any sums of money or incur any costs other than City Costs that Developer must reimburse

under the Agreement or costs that Developer must reimburse through the payment of Processing Fees.

(i) New Market Tax Credits. The Parties agree that should New Market Tax Credits (“**NMTC**”) be available for the Project, the City shall cooperate with the Developer in their efforts to obtain NMTC for the Project; provided, however, that the City will not be obligated to grant NMTC to the Project and such cooperation does not include an agreement to ensure prioritization over any other project seeking NMTC.

(ii) Low Income Housing Tax Credits. The Parties agree that should Low Income Housing Tax Credits (“**LIHTC**”) be available for the Project, the City shall cooperate with the Developer in their efforts to obtain LIHTC for the Project, as further detailed in Exhibit O Public Financing; provided, however, that the City will not be obligated to grant LIHTC to the Project and such cooperation does not include an agreement to ensure prioritization over any other project seeking LIHTC.

(iii) Mello Roos Community Facilities District (“CFD”). The Parties agree that the City shall cooperate with the Developer to set up one or more CFD’s to fund capital improvements and/or ongoing maintenance as permitted by State law including any ongoing maintenance cost obligations to the City pursuant to the terms included in Exhibit N, attached to the Agreement, if the City purchases one or both of the parks.

(iv) Other Grants and Subsidies. The Parties agree that the Project includes a number of costs that may be eligible for various grant and subsidy programs administered by various City, State or Federal agencies, including costs associated with the development of open space, transportation infrastructure, and other facilities that will serve the greater Potrero Hill community. Should such subsidies be available for the Project, the City shall cooperate with the Developer in their efforts to obtain those subsidies; provided, however that nothing in this section creates any obligation to award such grants or subsidies to the Developer or the Project, and any such grant or subsidy will require the provision of identified public benefits as applicable.

b. Priority Application Processing. The Parties agree that, in consideration for the fact that the project is a City initiative to provide affordable housing to San Francisco’s most deserving residents, all Project elements seeking

Planning Department approval will be deemed Type 1 Priority Projects under Planning Director Bulletin No. 2, Planning Department Priority Application Processing Guidelines, as revised in February 2014, and as may be amended from time to time.

To the extent that any other City Agency or department, including but not limited to the Department of Building Inspection, decides to utilize the guidelines in Planning Director Bulletin No. 2 to govern its own review and/or approval processes, the City agrees to apply these same tiers of processing priority to the Project.

c. Role of Planning Department. The Parties agree that the Planning Department, or its designee, will act as the City's lead to facilitate coordinated City review of applications for Development Phase Approvals and Design Review Approvals. As such, Planning Department staff will: (i) work with Developer to ensure that all such applications are technically sufficient and constitute complete applications and (ii) interface with City Agency staff as needed to ensure that City Agency review of such applications are concurrent and that the approval process is efficient and orderly and avoids redundancies.

d. City Agency Review of Individual Permit Applications. Following issuance of Development Phase Approval as set forth in the Agreement, the Parties agree to prepare and consider applications for Implementing Approvals in the following manner.

e. City Agencies. Developer will submit each application for Implementing Approvals, including applications for street improvement permits and building permits for housing developments, to the applicable City Agencies as further described in Attachment 1 to this Exhibit. Each City Agency will review submittals made to it for consistency with approvals made on prior Development Phases, and will use good faith efforts to provide comments and make recommendations to the Developer within the response timelines outlined in each subsection below. City Agency response timelines begin as of the City Agency's receipt of such application and upon approval of any prerequisite submissions (such as a Development Phase Approval). The City Agencies will not impose requirements or conditions that are inconsistent with the Approvals, and will not disapprove the application based on items that are consistent with the Approvals, including but not limited to denying approval of Public Infrastructure Improvements or Community Improvements based upon items that are consistent with the Approvals. Any

City Agency denial of an application for an Implementing Approval shall include a statement of the reasons for such denial. Developer will work collaboratively with the City Agencies to ensure that such application for an Implementing Approval is discussed as early in the review process as possible and that Developer and the City Agencies act in concert with respect to these matters.

(i) DPW. Where an application includes any infrastructure, Mitigation Measure, or improvements falling within DPW's jurisdiction, DPW will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer within sixty (60) days of DPW's receipt of such application. Upon submittal of an application that includes any Public Infrastructure Improvements, such as in the case of street improvement permits, DPW shall act as the lead review agency for the City. This role shall include the distribution of all submittals to the affected City Agencies for review, such as the San Francisco Municipal Transportation Agency ("**SFMTA**"), the San Francisco Public Utilities Commission ("**SFPUC**"), and the San Francisco Fire Department ("**SFFD**"). To the extent practicable, DPW shall consolidate the comments of all affected City Agencies in order to make a single response submission to the Developer. Affected City Agencies shall use good faith efforts to provide comments to DPW within thirty (30) days of that City Agency's receipt of such application in order for DPW to distribute to Developer within the specified (60) sixty days for DPW review.

(ii) SFMTA. Upon submittal of an application that includes any SFMTA Infrastructure or any transportation-related Mitigation Measure within the SFMTA's jurisdiction, the SFMTA will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer or appropriate City Agency within thirty (30) days of the SFMTA's receipt of such application.

(iii) SFPUC. Upon submittal of an application that includes any Stormwater Management Improvements or Public Infrastructure Improvements that fall under the jurisdiction of SFPUC or any public utility-related Mitigation Measure within the SFPUC's jurisdiction, the SFPUC will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer or appropriate City Agency within thirty (30) days of the SFPUC's

receipt of such application. The SFPUC shall also review and approve the Master Utility Plans to ensure that all proposed Stormwater Management Improvements or Public Infrastructure Improvements that fall under the jurisdiction of SFPUC, or any public utility-related Mitigation Measure within the SFPUC's jurisdiction shall meet all SFPUC requirements and standards.

(iv) SFFD. Upon submittal of an application that includes any Public Infrastructure Improvements or Community Improvements that fall under the jurisdiction of SFFD or any fire suppression-related Mitigation Measure within the SFFD's jurisdiction, the SFFD will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer or appropriate City Agency within thirty (30) days of the SFFD's receipt of such application.

(v) RPD. Upon submittal of an application that includes a park that will be acquired by RPD, the Developer shall satisfy the obligations for review and approval outlined in Exhibit N, Public Open Space Improvements and Park Dedication Process. For all other open spaces, RPD will be consulted by the Planning Department during the Design Review process for Community Improvements.

f. Specific Actions by the City. Except as provided under Section 7(e)(i), 7(g), 7(h), or Attachment 1, City actions and proceedings subject to the Agreement shall be processed through the Planning Department, as well as affected City Agencies (and when required by applicable law, the Board of Supervisors), including but not limited to complying with and implementing Mitigation Measures for which the City is responsible, reviewing feasibility studies for Mitigation Measures, or completing any subsequent environmental review at Developer's sole cost.

g. Other Actions by the City under DPW Jurisdiction. The following City actions and proceedings subject to the Agreement shall be processed through DPW, as well as affected City Agencies (and when required by applicable law, the Board of Supervisors):

(i) Street Vacation, Dedication, Acceptance, and Other Street Related Actions. Instituting and completing proceedings for opening, closing, vacating, widening, modifying, or changing the grades of streets, alleys, sidewalks, and other public right-of-ways and for other

necessary modifications of the streets, the street layout, and other public right-of-ways in the Project Site, including any requirement to abandon, remove, and relocate public utilities (and, when applicable, city utilities) within the public right-of-ways as specifically identified and approved in an Implementing Approval, and as may be necessary to carry out the Approvals.

(ii) Acquisition. Acquiring land and Public Infrastructure Improvements from Developer or SFHA, as applicable, by accepting SFHA's dedication of land and Developer's dedication of Public Infrastructure Improvements that have been completed in accordance with the Agreement, the Approvals, Implementing Approvals and approved plans and specifications. Any conveyance of real property to the City shall be in the form of a grant deed or quitclaim deed unless the City and any affected City Agency agree in writing to accept some other form of conveyance, including a public easement. Any such public easement shall be consistent with the standard easement that affected City agencies use in similar situations. The Developer shall be responsible to provide all irrevocable offers of dedication, plats, legal descriptions, maps, and other materials that the City requires to complete the process to accept Public Infrastructure Improvements.

(iii) Release of Security. Releasing security as and when required under the Subdivision Code in accordance with any public improvement agreement.

h. Other Actions by the City under Recreation and Park Jurisdiction or other City Agency.

(i) Any construction and acquisition of park land that will be under the jurisdiction of the Recreation and Park Department shall be approved by the Recreation and Park Department, as well as affected City Agencies (and when required by applicable law, the Board of Supervisors), as set forth in Exhibit N. In regard to acquisition and release of security, 7(g)(ii) and 7(g)(iii) above shall apply except that the Recreation and Park Department shall exercise the authority of DPW set forth in those sections.

(ii) Any construction and acquisition of buildings on land or property that will be City owned and under the management and control of any

other City Agency shall be processed through that City Agency, as well as any other affected City Agencies (and when required by applicable law, the Board of Supervisors). In regard to acquisition and release of security, Section 7(g)(ii) and 7(g)(iii) above shall apply except that the City Agency subject to this section shall exercise the authority of DPW set forth in those sections.

9. Subdivision Maps.

a. Developer shall have the right, from time to time and at any time, to file subdivision map applications (including phased final map applications) with respect to some or all of the Project Site, to subdivide or reconfigure the parcels comprising the Project Site as may be necessary or desirable in order to develop a particular Development Phase of the Project or to lease, mortgage or sell all or some portion of the Project Site, consistent with the density, block and parcel sizes set forth in the DSG. The City acknowledges that Developer and/or Assignee intends to create and sell condominiums on the Project Site, and that such intent is reflected in the Approvals and Potrero Plan Documents.

b. Nothing in the 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.

c. Nothing in the Agreement shall prevent the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps as such changes apply to this Project so long as such changes do not conflict with the provisions of the Agreement or with the Approvals or any Implementing Approvals.

d. Pursuant to Section 65867.5(c) of the Development Agreement Statute, any tentative map prepared for the Project shall comply with the provisions of California Government Code section 66473.7 concerning the availability of a sufficient water supply.

Attachment 1
Development Implementation Process Overview

SUMMARY

Development Phase Application Review

- Project shall be built in Development Phases per the scope and phasing outlined in Exhibit J Phasing Plan.
- Prior to the commencement of each Development Phase, the Developer shall submit a Development Phase Application to the Planning Department for review and approval.
 - Phase Applications must include a letter of consent signed by the Director of MOHCD that confirms and endorses the scope included in the application.
 - Approval of a Development Phase Application must be granted prior to the submission of any Implementing Approvals within the phase, such as street improvement plans.
 - Design Review applications may be submitted concurrently with Development Phase Applications, however they may not be approved until the corresponding Development Phase Application is approved, and Planning's time limits for review and approval of the Design Review application shall not begin until Development Phase Approval is granted.
 - Developer is to conduct a community meeting at most 6 months prior to the submission of each Development Phase Application to present the content of the phase and solicit feedback. This meeting can be combined with other agenda items and/or part of an already established community meeting, or be part of the community meeting required at least annually that is described below. Documentation of such meeting shall be consistent with Planning Department standards.
 - Upon receipt of a complete Development Phase Application, Planning will conduct review and determine that the Application is complete within 30 days of receipt. If the Application is not complete, then Planning shall notify the Developer and once a complete Application is received, Planning will take action on the application within (60) days, which may include requesting revisions from the Developer. After comments are responded to and any revisions are found to be satisfactory, Planning will issue the Phase Application approval to Developer.
- Community outreach

- At least one community meeting must be organized and conducted by the Developer per year throughout Project implementation in order to provide the community with a general project update and to discuss upcoming phases. This meeting can be combined with other community meetings required through the Agreement or MDA.
- Development Phase Application approval will be granted by the Planning Director. Any substantial changes to the scope of the phase made during the phase application review process shall receive written final approval by the MOHCD Director prior to the Planning Director's issuance of Phase Application approval.

Design Review of Vertical Structures and Community Improvements

- Design Review procedures for vertical structures and Community Improvements are outlined in the Potrero SUD and referenced in the Agreement.
- Developer may submit Design Review applications to the Planning Department concurrent with and no earlier than the submittal of a Development Phase Application.
- The Planning Department shall issue approval of all Design Review applications upon conformance with the DSG, the Potrero SUD, the approved Development Phase and other applicable project documents.
- Design Review Applications will not be deemed complete, and time limits for review and approval of the Design Review applications will not commence, until the Development Phase Application is approved.
- Design Review is required for all vertical structures and all Community Improvements (that are not Public Infrastructure Improvements and thus reviewed through the Public Improvement process as described below), including privately-maintained open spaces.
- Project Sponsor is encouraged (though not required) to submit Design Review applications for multiple buildings under a single application.

Public Infrastructure Improvement Review

- Upon approval of a Development Phase Application, the Developer may submit Public Infrastructure Improvement plans to the DPW Task Force through established DPW processes for street improvement permit review and in accordance with the City's Subdivision Code and Subdivision Regulations.
- This process is to be managed by the DPW Task Force. The DPW Task Force will receive and review submitted plans prior to dispersing them to appropriate City Agencies for review. Relevant departments may include DPW, SFMTA, SFPUC, SFFD, Planning, and RPD.
- The DPW Task Force will grant approval of each application after receiving approval from appropriate City Agencies.

DETAILED PROCESS PROCEDURES AND SUBMISSION CONTENT

Phase Application

- Purpose: to provide a broad overview of the scope of each phase, including the number and type of each element (vertical, horizontal). To ensure that appropriate community benefits and phasing requirements are included as specified in the Agreement and the Phasing Plan.
- City Department responsible for review: PLANNING
- City Department responsible for approval: PLANNING
 - Planning shall review Phase Applications within (30) thirty days to determine completeness. Once a complete application is submitted, Planning has (60) sixty days to review and take action on a Phase Application. Planning may request changes, additional information, or revisions if the content of the application is not in compliance and/or satisfactory.
 - Upon approval, Planning will issue the approved Development Phase Application to the applicant with an attachment containing comments received from other City departments.
 - Planning will issue a copy of the approved Development Phase Application to City departments to notify them of the approval.
 - Planning may attach or include conditions to a Phase Application Approval, such as may be necessary to carry out the requirements of the Agreement, Phasing Plan, Potrero SUD or DSG.
- Role of other City Departments: Phase Applications will be distributed to the implementation departments for their information. No action is required by these departments. City departments may provide informational comments on the content of the Phase Application to Planning within Planning's 60 day review timeline.
 - Relevant departments include: DPW, SFPUC, MTA, SFFD, RPD, OEWD
 - An approved Development Phase Application may not limit the scope or content of related Public Infrastructure Improvements and approval thereof. Public Infrastructure Improvements shall *at least* serve the scope outlined in the Phase Application. Exact details of required Public Infrastructure Improvements in each phase may contain minor modifications from the approved Development Phase Application in order to achieve appropriate roadway access, functional utility systems and connections, and to maintain service to existing residents, but shall still be governed by the Master Infrastructure Plan.
- Content:

- Letter of consent signed by MOHCD Director that confirms and endorses the scope included in the application
- Site plan and other graphics necessary to describe scope and design
- Narrative description of scope
- List of vertical improvements by parcel/block including anticipated numbers and type of dwelling units, retail square footage, commercial square footage, community service square footage, off-street parking, and any other scope elements, including:
 - Number and sizes of affordable housing units identified by type - replacement public housing vs. new tax credit units
 - Number and location of market rate parcel pads to be prepared
 - Status of vertical improvements approved as part of a prior Development Phase Application
- List of community improvements and mitigation measures to be constructed in phase
- Infrastructure improvement details:
 - Plan view drawing showing all infrastructure improvements color-coded to identify Public Infrastructure Improvements, and private and temporary improvements
 - Plan showing existing streets to be vacated and new streets to be dedicated
 - Plan showing location of the phase in relation to the rest of the site; after the first phase, plan must show all previous phases
 - Plans demonstrating new utilities and streets (to be submitted at a level of detail equal to the Master Infrastructure Plan) including:
 - Water (all types), combined sewer, dry utilities, other – add potential locations of intended connections and any spurs, extensions or additional scope outside of phase needed to make connections
 - Site access and circulation, fire truck access, and site access to surrounding area
 - Description and conceptual plans showing how services, utilities, and site access will be preserved for existing residents (to be confirmed during street improvement plan review)
- Narrative or schedule of intended order of construction within the phase, by element
- List of any requested modifications from the Agreement, the Phasing Plan, DSG, or other approval documents
- Community meeting affidavit and proof; neighborhood notification and meeting materials

- Accuracy affidavit (see Appendix 1)
- Approval of Phase Application will be ministerial in nature and based on the application's completeness and its conformance with the Approvals and Potrero Plan Documents. Discretion in approving the Phase Application will be limited to those cases where the proposed Phase deviates from the Phasing Plan.

Design Review of Vertical Buildings

- Purpose: to conform buildings to criteria outlined in the Approvals
- City Department responsible for review: PLANNING
- City Department responsible for approval: PLANNING
- Role of other City Departments: N/A
- Review and approval process specified in the Potrero SUD
- Project Sponsor is encouraged (though not required) to submit Design Review applications for multiple buildings under a single application.
- Content:
 - Documents and materials necessary to determine consistency with the Approvals and the associated Development Phase Approval, and the applicable requirements of the Agreement
 - Submittals should conform to Planning Department requirements for site permits, and other similar approvals. Submittals include site surveys of existing and proposed conditions, site plans, sections, elevations, renderings, landscape plans, and exterior material samples to illustrate the overall concept design of the proposed buildings, and conformance with any phasing plan
 - If a Major or Minor Modification is sought, the application shall contain a narrative for each modification that describes how the proposed project meets the full intent of the DSG and provides architectural treatment that are equivalent to or superior to strict compliance with the standards

Design Review of Community Improvements

- Purpose: to conform community improvements to criteria outlined in the Approvals. Scope includes open spaces, community centers, and/or anything that is not in the proposed public right-of-way and/or not included in the street improvement plan process
- City Department responsible for review: PLANNING
- City Department responsible for approval: PLANNING
- Role of other City Departments: RPD to review and comment on all open spaces and/or other recreational facilities that will be publicly accessible

- Review and approval process as specified in the Potrero SUD. Planning may attach or include conditions to a Phase Application Approval, such as may be necessary to carry out the requirements and intents of the Approvals.
- Content:
 - Documents and materials necessary to determine consistency with Approvals and the applicable requirements of the Agreement
 - Includes site surveys showing existing and proposed conditions, site plans, sections, elevations, renderings, landscape plans, access plans, terms of access, information on programming, information on maintenance and operation, and samples to illustrate the overall concept design of the proposed improvements, and conformance with any phasing plan
 - Planning will consult with other agencies as appropriate (i.e. DPW, or RPD for open space). If an open space is identified as being dedicated to RPD, then RPD will lead the design review and approval process as outlined in Exhibit N.
 - Utilities and infrastructure for these elements will be reviewed through the standard DBI permitting process.

Street Improvement Plans + Permitting Process

- Purpose: to vet detailed design and engineering plans for Public Infrastructure Improvements with each infrastructure agency, and to obtain street improvement permit approval
- City Department responsible for review and coordination: DPW Task Force
- City Department responsible for approval/permit issuance: DPW Task Force, after agreement by SFPUC, Planning, MTA, SFFD and other relevant departments
- Role of other City Departments: actively participate in reviewing street and utility infrastructure relevant to each department; issue approval/endorsement of final plans
- A Master Utility Plan for the entire site must be submitted in advance or concurrent with the project's first Phase Application and must be approved by the SFPUC prior to the submittal of any street improvement plans
- Any subsequent design changes that are made as a result of infrastructure plan development will be vetted by all departments through the street improvement permit process, especially Planning as related to streetscape and roadway design changes, prior to DPW's approval of street improvement plans and issuance of permits.
- Content:
 - Must submit a copy of approved Development Phase Application with submission

- Construction document submission at 30%/60%/90%/100% of completion, including:
 - Streetscape plans reflecting criteria from the DSG (tree species, special paving specs, etc.)
 - Site Access & Circulation plans
 - Site Utility plans - water (all types), combined sewer, dry utilities, Public Stormwater Management Improvements, other – with detailed information about connections, spurs, extensions, or additional scope outside of phase needed to make connections
 - Description and detailed plans showing how services, utilities, and site access will be preserved for existing residents
- Utility and/or street scope may be larger than the scope reflected in the approved Development Phase Application in order to ensure system functionality and to conform to requirements of the DPW infrastructure review process
- Any plan revisions submitted for review as part of the street improvement plan process must contain revision bubbles and a narrative of what was changed since the prior submission

INFORMATIONAL TABLES – PROCEDURES AND PROCESS

Submissions	Approval Order
<i>Phase Applications must be submitted prior to submission or approval of any other element</i>	
Phase Application	Submission and approval required prior to submission of any Implementing Approvals; Approval required prior to Design Review Approval
Design Review – Vertical + Community Improvements	May be submitted concurrently with Phase Applications; Phase Application Approval is required before Design Review Approval can be issued
Street Improvement Permits	Phase Application Approval is required prior to submission of street improvement plans or approval of street improvement permits
Building Permits (e.g. site permits and addenda)	Follow standard DBI process. Planning will approve site permit after Design Review Approval. DPW to review building permit applications for consistency with street improvement permits

City Agency response timelines begin as of the City Agency's receipt of a complete application and upon approval of any prerequisite submissions (such as a Development Phase Approval).	
Certificate of Occupancy	Awarded per standard DBI requirements as to access, services, and life safety
Phase Applications after the first Phase Application <i>Subsequent Phase Applications may be submitted after approval of the prior Phase Application</i>	<i>Subsequent Phase Applications and all other submissions may be approved per process above, even if prior phase is still in design or construction</i>

Submission	Content	Primary Reviewing Department (intake point, owner of process)	Secondary Reviewing Departments (receive submissions from primary department)	Approval Entity	Where is process specified?
PHASE APPLICATION	Broad overview of phase scope, incl. # and type of buildings, streetscape, infrastructure	PLANNING	MTA, DPW, SFPUC, SFFD, RPD, OEWD, MOHCD DISTRIBUTED FOR INFORMATION ONLY - no action required by depts.	PLANNING	DA Exhibit re: Phase Applications
DESIGN REVIEW – vertical structures	Detailed design of buildings, modifications	PLANNING	n/a	PLANNING	Potrero SUD
DESIGN REVIEW – community improvements (that are not SIP	Detailed design of open spaces, modifications	PLANNING	To be determined by Planning based on application	PLANNING	Potrero SUD

improvements)					
DESIGN REVIEW (for parks to be dedicated to RPD)	Collaborative design process with RPD	RPD	Planning, others as necessary	RPD	DA Exhibit N
STREET IMPROVEMENT PERMITS (infrastructure improvements)	Detailed design and engineering of streets and utilities	DPW TASK FORCE	SFPUC, SFFD, MTA, Planning	DPW TASK FORCE (contingent upon agreement by other reviewing agencies)	DA Exhibit re: Phase Applications

Attachment 2

Development Phase Application Checklist

The Developer will be required to submit a Development Phase Application for each phase of development, as described in Section 4(c) of this Exhibit. This checklist itemizes the minimum required components of each such Development Phase Application and should also include any other information the Planning Department deems necessary to review and approve the applications.

1. Letter of consent signed by MOHCD Director that confirms and endorses the scope included in the application
2. Site plan and other graphics necessary to describe scope and design
3. Narrative description of project scope

PROJECT DESCRIPTION

Project Type: e.g. New Construction

Present or Previous Use(s): e.g. PDR/Industrial

Proposed Use(s): e.g. Residential, Commercial, Retail, Open Space

Narrative: The narrative portion of each Phase Application shall, at a minimum, include the following:

“This application pertains to Phase [insert phase number] of the Potrero Project (the “Project”). This application is submitted in accordance with the Project’s Development Agreement, which requires the project sponsor to submit a Phase Application for approval by the Planning Department and affected City Agencies prior to the submittal of building permits for such phase of the Project. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Development Agreement. The narrative should indicate whether or not the given phase is in conformance with the originally proposed Phasing Plan. Where it deviates, it should explicitly highlight how the delivery of public improvements has been changed.

Phase [insert phase number] is comprised of parcel numbers [insert parcel numbers]. The parcels subject to Phase [insert phase number] are shown on the attached site plan

diagram and further described by block number and area on page [insert page number] of this application. Phase [insert phase number] consists primarily of [insert brief description, e.g. residential and retail development]. In addition, as described in more detail below, Phase [insert phase number] will include a number of Community Improvements and CEQA Mitigation Measures, as required by the approved Potrero Project Phasing Plan. Following is a description of the elements of Phase [insert phase number].”

4. List of vertical improvements including numbers and type of dwelling units, retail square footage, commercial square footage, community service square footage, and any other scope elements, including:

- 4.1. Number and sizes of affordable housing units identified by type - replacement public housing vs. new tax credit units
- 4.2. Number and details of market rate parcel pads to be prepared

Sample Summary Table

Parcel	Assessor's Block Number	Blocks in the DSG	Height/Bulk District	Proposed Heights	Proposed Use	Proposed Amount of Development	Type of Affordable Housing	Proposed Parking & Parking Ratio
		(1, 2, 3, etc.)			(Affordable Housing, Market Rate Parcel, Commercial, Retail, Community, Other)	(Total # Housing Units, Square Footage of Retail, Commercial, Community, Other)	(# Public Housing Replacement Units, # New Tax Credit Units)	(Residential and/or Commercial)
1								
2								
3								
4								

5. List or table of vertical improvements for entire project (if not Phase 1) that provides an ongoing tab of development that is complete, under construction, approved (through design review) and not yet approved

6. List of community improvements and mitigation measures to be constructed in phase

6.1. Identify any open spaces that shall be dedicated to RPD per the terms outlined in Exhibit N, Public Open Space Improvements and Park Dedication Process

6.2. Identify any amendments to the regulations for open space outlined in Exhibit G, Regulations Regarding Public Access of Privately Owned Community Improvements

Sample Summary Table

Parcel	Assessor's Block Number	Blocks in the DSG	Height/Bulk District	Proposed Heights	Proposed Community Improvement	Proposed Amount of Development	Other Details	Proposed Parking & Parking Ratio
		<i>(1, 2, 3, etc.)</i>		<i>(If applicable)</i>	<i>(Open Space, Community Center, Social Services, Other)</i>	<i>(Square Footage of Improvement)</i>	<i>(Description of Use, Landscape and Program Details)</i>	<i>(Residential and/or Commercial)</i>
1								
2								
3								
4								

7. Infrastructure improvement details:

7.1. Plan of all infrastructure improvements color-coded to identify Public Infrastructure Improvements, and private and temporary improvements

7.2. Plan showing existing streets to be vacated and new streets to be dedicated

7.3. Plan showing location of the phase in relation to the rest of the site; after the first phase, plan must show all previous phases

7.4. Plans demonstrating new utilities and streets (to be submitted at a level of detail equal to the Master Infrastructure Plan) including:

7.4.1. Water (all types), combined sewer, dry utilities, Public Stormwater Management Improvements, other – add potential locations of planned connections and any spurs, extensions or additional scope outside of phase needed to make connections

7.4.2. Site access and circulation, fire truck access, and site access to surrounding area

7.4.3. Description and plans showing how services, utilities, and site access will be preserved for existing residents

7.4.4. A streetscape master plan reflecting criteria from the DSG (tree species, special paving specs, etc.)

8. Narrative or schedule of intended order of construction within the phase, by element

9. List of any requested modifications from the Agreement or the Approvals (which will be subject to the approval procedures for Major and Minor Modifications).

10. Affidavit and proof of pre-application community meeting; neighborhood notification and meeting materials.

11. Affidavit confirming that submission is accurate and that additional submissions may be required. (Refer to Appendix I.)

Appendix I to Phase Application for Phase (State Phase #)

DEVELOPER'S AFFIDAVIT

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

Under penalty of perjury the following declarations are made:

- (a) The undersigned is an authorized signer for the Developer of the Project.
- (b) The information presented is true and correct to the best of my knowledge.
- (c) I understand that other information or applications may be required.

DEVELOPER: (Applicant): _____

Title Block

Date: _____

EXHIBIT L
MITIGATION MEASURES AND MMRP
(see attached)

MITIGATION MONITORING AND REPORTING PROGRAM for the POTRERO HOPE SF MASTER PLAN DRAFT EIR/EIS

MONITORING AND REPORTING PROGRAM					
Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
MITIGATION MEASURES AGREED TO BY PROJECT SPONSOR					
VISUAL QUALITY/AESTHETICS					
Mitigation Measure M-AE-1: Reduce Heights of Buildings Along 24th Street					
The project sponsor shall reduce heights of buildings along 24th Street in order to preserve views of the McLaren Ridge and San Bruno Mountain from the Potrero Hill Recreation Center. Specifically, the height of Block J along 24th Street shall not exceed 30 feet; the height of Block K along 24th Street shall not exceed 40 feet; and the northwest portion of Block L shall not exceed 40 feet.	Project sponsor and contractor	During project design.	Design plans must abide by the height restrictions	City and County of San Francisco	Considered complete when approved by the County and City of San Francisco.
Improvement Measure IM-AE-2a: Construction Period Screening and Cleaning					
Prior to the issuance of any site activity or building permits, construction documents shall be prepared to require all contractors to strictly control the staging and cleanliness of construction equipment stored or driven beyond the limits of the work area. Construction equipment shall be parked and staged on the Project site, and staging areas shall be screened from view at the street level. Before building permits are issued, the project applicant (through the construction contractors) shall submit a construction staging, access, and parking plan to the San Francisco Department of Building Inspection for review and approval. Construction workers shall be prohibited from parking their vehicles on the street outside of the Project site. Vehicles shall be kept clean and free of mud and dust before leaving the Project site. Each week, the project contractors shall be required to sweep surrounding streets used for construction access to maintain them free of dirt and debris.	Project sponsor and contractor	Prior to the issuance of any site activity or building permits.	Construction equipment must be parked and staged on the Project site, and staging areas shall be screened from view at the street level. Construction workers prohibited from parking vehicles on the street outside of the Project site.	Department of Building Inspection construction staging, access, and parking plan.	Considered complete after construction activities have ended.

MONITORING AND REPORTING PROGRAM

Approved Mitigation Measures	Responsibility for Implementation	Trigger/Condition	Frequency	Responsibility	Monitoring Schedule
					Vehicles must be kept free of mud and dust before leaving the Project site.

CULTURAL AND PALEONTOLOGICAL RESOURCES

Mitigation Measure M-CP-2a: Archaeological Resource Discovery

The project applicant shall retain the services of an archaeological consultant from the pool of qualified archaeological consultants maintained by the Planning Department archaeologist. The archaeological consultant shall undertake an archaeological testing program as specified herein. In addition, the consultant shall be available to conduct an archaeological monitoring and/or data recovery program if required pursuant to this measure. The archaeological consultant's work shall be conducted in accordance with this measure at the direction of the Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, and shall be considered draft reports subject to revision until final approval by the ERO. Archaeological monitoring and/or data recovery programs required by this measure could suspend construction of the Proposed Project for up to a maximum of four weeks. At the direction of the ERO, 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 archaeological resource as defined in CEQA Guidelines Section 15064.5(a)(c).

Project sponsor

During construction if archaeological resources are discovered.

Archaeological consultant will conduct an archaeological testing program. The consultant will conduct an archaeological monitoring and/or data recovery program if necessary.

Environmental Review Officer

Considered complete after potential effects on a significant archaeological resource reduced to a less-than-significant level.

Consultation with Descendant Communities. On discovery of an archaeological site¹ associated with descendant Native Americans or the Overseas Chinese an appropriate representative² of the descendant group and the ERO shall be contacted. The representative of the descendant group

¹ The term "archaeological site" is intended here to minimally include any archaeological deposit, feature, burial, or evidence of burial.
² An "appropriate representative" of the descendant group is here defined to mean, in the case of Native Americans, any individual listed in the current Native American Contact List for the City and County of San Francisco maintained by the California Native American Heritage Commission and in the case of the Overseas Chinese, the Chinese Historical Society of America.

MONITORING AND REPORTING PROGRAM

Accepted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
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shall be given the opportunity to monitor archaeological field investigations of the site and to consult with ERO regarding appropriate archaeological treatment of the site, of recovered data from the site, and, if applicable, any interpretative treatment of the associated archaeological site. A copy of the Final Archaeological Resources Report shall be provided to the representative of the descendant group.

Archaeological Testing Program. The archaeological consultant shall prepare and submit to the ERO for review and approval an archaeological testing plan (ATP). The archaeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archaeological resource(s) that potentially could be adversely affected by the Proposed Project, the testing method to be used, and the locations recommended for testing. The purpose of the archaeological testing program will be to determine to the extent possible the presence or absence of archaeological resources and to identify and to evaluate whether any archaeological resource encountered on the site constitutes a historical resource under CEQA.

At the completion of the archaeological testing program, the archaeological consultant shall submit a written report of the findings to the ERO. If based on the archaeological testing program the archaeological consultant finds that significant archaeological resources may be present, the ERO in consultation with the archaeological consultant shall determine if additional measures are warranted. Additional measures that may be undertaken include additional archaeological testing, archaeological monitoring, and/or an archaeological data recovery program. If the ERO determines that a significant archaeological resource is present and that the resource could be adversely affected by the Proposed Project, at the discretion of the project applicant either:

- The Proposed Project shall be redesigned so as to avoid any adverse effect on the significant archaeological resource; or
- A data recovery program shall be implemented, unless the ERO determines that the archaeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.

MONITORING AND REPORTING PROGRAM

Archaeological Data Recovery Program. The archaeological data recovery program shall be conducted in accord with an archaeological data recovery plan (ADRP). The archaeological consultant, project applicant, and ERO shall meet and consult on the scope of the ADRP prior to preparation of a draft ADRP. The archaeological consultant shall submit a draft ADRP to the ERO. The ADRP shall identify how the proposed data recovery program will preserve the significant information the archaeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general, should be limited to the portions of the historical property that could be adversely affected by the Proposed Project. Destructive data recovery methods shall not be applied to portions of the archaeological resources if nondestructive methods are practical.

The scope of the ADRP 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.
- *Interpretive Program.* Consideration of an on-site/off-site public interpretive program during the course of the archaeological data recovery program.
- *Security Measures.* Recommended security measures to protect the archaeological resource from vandalism, looting, and non-intentionally 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.

MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
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identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities.

Human Remains and Associated or Unassociated Funerary Objects. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and Federal laws. This shall include immediate notification of the Coroner of the City and County of San Francisco and in the event of the Coroner's determination that the human remains are Native American remains, notification of the California State NAHC who shall appoint a Most Likely Descendant (MLD) (Pub. Res. Code Sec. 5097.98). The archaeological consultant, project applicant, and MLD shall make all reasonable efforts to develop an agreement for the treatment of, with appropriate dignity, human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final disposition of the human remains and associated or unassociated funerary objects.

Final Archaeological Resources Report. The archaeological consultant shall submit a Draft Final Archaeological Resources Report (FARR) to the ERO that evaluates the historical significance of any discovered archaeological resource and describes the archaeological and historical research methods employed in the archaeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archaeological resource shall be provided in a separate removable insert within the final report.

Once approved by the ERO, copies of the FARR shall be distributed as follows: California Archaeological Site Survey NWIC shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. The Environmental Planning division of the Planning Department shall receive one bound, one unbound, and one unlocked, searchable PDF copy on CD of the FARR along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the NRHP/CRHR. In instances of high public interest in or the high interpretive value of the resource, the ERO may require a different final report content, format, and distribution than that presented above.

MONITORING AND REPORTING PROGRAM

Approved Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
<p>Mitigation Measure M-CP-2a: Discovery of Paleontological Resources</p> <p>If the ERO in consultation with the archaeological consultant determines that an archaeological monitoring program (AMP) shall be implemented, the AMP shall minimally include the following provisions:</p> <p>The archaeological consultant, project applicant, and ERO shall meet and consult on the scope of the AMP reasonably prior to any Project-related soils disturbing activities commencing. The ERO in consultation with the archaeological consultant shall determine what Project activities shall be archaeologically monitored. In most cases, any soils- disturbing activities, such as demolition, foundation removal, excavation, grading, utilities installation, foundation work, driving of piles (foundation, shoring, etc.), site remediation, etc., shall require archaeological monitoring because of the risk these activities pose to potential archaeological resources and to their depositional context;</p> <p>The archaeological consultant shall advise all Project contractors to be on the alert for evidence of the presence of the expected resource(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archaeological resource;</p> <p>The archaeological monitor(s) shall be present on the Project site according to a schedule agreed upon by the archaeological consultant and the ERO until the ERO has, in consultation with Project archaeological consultant, determined that Project construction activities could have no effects on significant archaeological deposits;</p> <p>The archaeological monitor shall record and be authorized to collect soil samples and artifactual/ecofactual material as warranted for analysis;</p> <p>If an intact archaeological deposit is encountered, all soils-disturbing activities in the vicinity of the deposit shall cease. The archaeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (foundation, shoring, etc.), the archaeological monitor has cause to believe that the pile driving activity may affect an archaeological resource, the pile driving activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archaeological consultant shall immediately notify the ERO of the encountered archaeological deposit. The archaeological consultant shall make a reasonable effort to assess the identity, integrity, and</p>	Archaeological consultant, project sponsor, and contractor	During construction if the ERO in consultation with the archaeological consultant determines that an AMP shall be implemented.	Archaeological consultant, project applicant, and ERO will consult on the scope of the AMP. Archaeological consultant/ monitors to advise contractor, be present during construction, collect soil samples, and cease construction activities if an archaeological deposit is encountered	Environmental Review Officer	Considered complete after construction activities have ended.

MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Responsibility	Monitoring Schedule
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significance of the encountered archaeological deposit, and present the findings of this assessment to the ERO.

Mitigation Measure M-CP-3a: Discovery of Paleontological Resources

The project applicant shall retain the services of a qualified paleontological consultant having expertise in California paleontology to design and implement a monitoring and mitigation program. The program shall include a description of when and where construction monitoring would be required; emergency discovery procedures; sampling and data recovery procedures; procedures for the preparation, identification, analysis, and curation of fossil specimens and data recovered; preconstruction coordination procedures; and procedures for reporting the results of the monitoring program. If potential paleontological resources (fossilized invertebrate, vertebrate, plant, or micro-fossil) are encountered during excavation, work shall cease within 25 feet of the feature, the ERO shall be notified, and the paleontologist shall identify and evaluate the significance of the potential resource, documenting the findings in an advisory memorandum to the ERO. If it is determined that avoidance of effect to a significant paleontological resource is not feasible, the paleontologist shall prepare an excavation plan that may include curation of the paleontological resource in a permanent retrieval paleontological research collections facility such as the University of California Museum of Paleontology or California Academy of Sciences. The San Francisco Environmental Planning division of the Planning Department shall receive two copies of a final paleontological excavation and recovery report.

Project sponsor

During construction if paleontological resources are discovered.

Design and implement a monitoring and mitigation program to include a description of when and where construction monitoring would be required; emergency discovery procedures; sampling and data recovery procedures; procedures for the preparation, identification, analysis, and curation of fossil specimens and data recovered; preconstruction coordination procedures; and procedures for reporting the results of the monitoring program.

Environmental Review Officer

Considered complete after construction activities have ended.

MONITORING AND REPORTING PROGRAM

Approved Mitigation Measure	Responsibility for Implementation	Integration Structure	Impacts	Monitoring	Monitoring Schedule
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TRANSPORTATION AND CIRCULATION

Mitigation Measure M-TR-4: Fair-Share Contribution to Improve 10 Townsend Line Capacity (Proposed Project and Reduced Development Alternative Only)

<p>The project applicant shall work with the SFMTA to determine the feasible mitigation measures and contribute its fair share to improvements to the 10 Townsend Muni line by financially compensating SFMTA for the cost of providing the service needed to accommodate the project at proposed levels of service. The financial contribution shall be calculated and applied in a manner that is consistent with the SFMTA cost/scheduling model. The amount and schedule of payment and commitment to application of service needs shall be set forth in a Transit Mitigation Agreement between the project applicant and SFMTA.</p>	Project sponsor	Determined in the Transit Mitigation Agreement between the project applicant and SFMTA. The Transit Mitigation Agreement will be prepared prior to operation of Phase 1 of the project.	Determine the feasible mitigation measures and contribute its fair share to improvements to the 10 Townsend Muni line by financial compensation.	SFMTA	Determined in the Transit Mitigation Agreement between the project applicant and SFMTA.
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Mitigation Measure M-TR-14: Construction Traffic Control Plan (Proposed Project, Reduced Development Alternative, and Housing Replacement Alternative).

<p>To reduce construction-related impacts, the project applicant shall develop and implement a Construction Transportation Control Plan (TCP) for each construction phase to anticipate and minimize impacts of various construction activities associated with the Proposed Project, Reduced Development Alternative and Housing Replacement Alternative. The TCP shall be submitted to Transportation Advisory Staff Committee (TASC), consisting of representatives from the SFMTA and Muni operations, Fire Department, Police Department, and SFDPW for review/approval.</p> <p>Specifically, the plan shall:</p> <p>Identify construction traffic management and a cohesive program of operational and demand management strategies designed to maintain acceptable levels of travel flow during periods of construction activities. These include, but are not limited to, construction strategies, demand management activities, alternative route strategies, and public information strategies consistent with best practices in San Francisco, as well as other cities or agencies that, although not being implemented in the city, could</p>	Project sponsor	Prior to construction.	Develop and implement a Construction TCP for each construction phase to identify construction traffic management strategies. Describe procedures required by different departments. Notify emergency	Transportation Advisory Staff Committee	Considered complete once the Construction Transportation Control Plan is approved by the Transportation Advisory Staff Committee.
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MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
<p>provide valuable management practices for the project. Management practices include, but are not limited to:</p> <p>Planning site construction and truck deliveries such as to minimize construction-related traffic operations during the weekday morning and evening peak commute hours.</p> <p>Identifying ways to reduce construction worker vehicle trips through transportation demand management programs and methods to manage construction work parking demands, such as promoting carpooling/vanpooling, encouraging transit usage, discouraging workers from parking off-site, etc.</p> <p>Working further with SFPDW to identify the best traffic detours during each construction phase.</p> <p>Identifying best practices to accommodate pedestrians, such as temporary pedestrian wayfinding signage or temporary walkways.</p> <p>Working with the SFMTA to identify relocated Muni routes and stops.</p> <p>Identifying ways to consolidate truck delivery trips, including a plan to consolidate deliveries from a centralized construction material and equipment storage facility.</p> <p>Identifying best practices to manage traffic flows on surrounding streets.</p> <p>Describe procedures required by different departments and/or agencies in the city for implementation of the TCP, such as reviewing agencies, approval processes, and estimated timelines. For example:</p> <p>The project applicant shall coordinate temporary and permanent changes to the transportation network within the city of San Francisco, including traffic, street and parking changes and lane closures, with the SFMTA. All travel lane, parking lane, or sidewalk closures shall be reviewed by the TASC. Any permanent changes may require meeting with the SFMTA Board of Directors or one of its sub-Committees. This may require a public hearing. Temporary traffic and transportation changes must be coordinated through the SFMTA's Interdepartmental Staff Committee on Traffic and Transportation (ISCOTT) and would require a public meeting. As part of this process, the Construction Plan may be reviewed by the TASC to resolve internal differences between different transportation modes.</p> <p>Caltrans Deputy Directive 60 (DD-60) requires TCP and contingency plans for all state highway activities. These plans shall be part of the normal project</p>			<p>vehicle providers about the planned street closures/detours, develop a public information plan, and hire a transportation manager.</p>		

MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures Responsibility for Implementation Mitigation Schedule Monitor Monitor Monitor Monitor Monitoring Schedule

development process and must be considered during the planning stage to allow for the proper cost, scope and scheduling of the TCP activities on Caltrans right-of-way. These plans shall adhere to Caltrans standards and guidelines for stage construction, construction signage, traffic handling, lane and ramp closures and TCP documentation for all work within Caltrans right-of-way.

Notify emergency vehicle providers about the planned street closures/detours and their duration for each construction phase.

Develop a public information plan to provide adjacent residents and businesses with regularly updated information regarding project construction, including construction activities, durations, peak construction vehicle activities (e.g., concrete pours), travel lane closures, and other lane closures.

Hire a transportation manager to actively manage the construction vehicle, truck loading, passenger loading and emergency vehicle access to the Project site through at least the most intense phases of construction.

Develop a public information plan to provide adjacent residents and businesses with regularly updated information regarding project construction, including construction activities, durations, peak construction vehicle activities (e.g., concrete pours), travel lane closures, and other lane closures.

Hire a transportation manager to actively manage the construction vehicle, truck loading, passenger loading and emergency vehicle access to the Project site through at least the most intense phases of construction.

Mitigation Measure M-TR-16: Design of Bulb-Outs and Driveways (Proposed Project, Reduced Development Alternative, and Housing Replacement Alternative).

During the design of each phase of the project, the project applicant shall develop designs for intersection bulb-outs and driveways connecting to parking garages incorporating the guidelines and design controls provided below. These design recommendations were identified from Better Streets Plan and guidelines provided by SFMTA, and the Planning Department.

Bulb-out Design (Source – Better Streets Plan)

All streets within the Project site shall adhere to standards contained in the Better Streets Plan by the San Francisco Planning Department, including the following:

Project sponsor	During the design of each phase of the project.	Develop designs for intersection bulb-outs and driveways connecting to parking garages incorporating the guidelines and design controls provided below.	SFMTA and Planning Department	Considered complete after the design of each phase of the project.
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MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Account	Responsible Party	Monitoring Schedule
<p>Streets and bulb-outs shall be designed to accommodate emergency vehicle (WB-40) turns.</p> <p>Streets and bulb-outs along Muni routes shall be designed to accommodate a 40-foot (B-40) bus.</p> <p>Bulb-outs shall be designed consistent with the SFDPW and other City agency specifications to accommodate use of mechanical street sweepers, and shall be consistent with SFFD and SFMTA regulations. All bulb-outs require the approval of the interagency TASC committee.</p> <p>Driveway Design (Source – Better Streets Plan, Planning Department, and SFMTA)</p> <p>All driveways leading to parking garages shall be designed in accordance with the San Francisco Planning Code Sections 145.1 and 155 standards applicable in RM zoning districts and the Planning Department’s Guidelines for Adding Garages and Curb Cuts.</p> <p>Garages with more than 20 parking spaces would be subject to the Planning Department’s Queue Abatement Condition of Approval, requiring the project applicant to design for and prevent through monitoring the potential for vehicle queues in the public right-of-way.</p> <p>Garage entrances and curb cuts shall be designed to minimize their impact on other modes of travel, including pedestrian circulation.</p> <p>Garage entrances shall be no wider than 20 feet if combined for ingress and egress, and no wider than 12 feet if ingress and egress are separated.</p> <p>Garage entrances located along streets with transit service (Missouri, Arkansas, and Wisconsin Streets) shall not encumber any bus stop and not be located directly before a bus stop.</p>					
<p>Mitigation Measure C- M-TR-1a: Pennsylvania Avenue/Southbound I-280 Off-Ramp Traffic Signal (Proposed Project and Reduced Development Alternative Only).</p>	Project sponsor	During project design.	Determine improvements to signalization to mitigate for impacts from the project and financially	SFMTA	Considered complete when financial contribution is calculated and applied based on the proposed development’s fair

MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measure	Responsibility for Implementation	Implementation Schedule	Agency/Entity	Agency/Entity Responsibility	Monitoring Schedule
conditions. The financial contribution shall be calculated and applied based on the proposed development's fair share of the identified improvements.				contribute proposed development's fair share of the identified improvements.	share of the identified improvements.
Mitigation Measure C- M-TR-1b: 25th Street/Indiana Street/Northbound I-280 On-Ramp Eastbound Approach Turn Lane Modification or Traffic Signal (Proposed Project Only).					
Restripe the eastbound approach so as to convert the existing shared left-through lane to a through lane and provide a new 75-foot left-turn pocket. The restriping would require prohibition of on-street parking for approximately 75 feet in the eastbound approach (loss of two parking spaces).	Project sponsor	During or post construction.		Restripe the eastbound approach so as to convert the existing shared left-through lane to a through lane and provide a new 75-foot left-turn pocket.	SFMTA Considered complete when required restriping is complete.
Mitigation Measure C- M-TR-1c: Cesar Chavez Street/Vermont Street Intersection Traffic Signal (Proposed Project and Reduced Development Alternative Only).					
The project applicant shall therefore mitigate its impact to traffic related to the project development by coordinating with SFMTA on the appropriateness of signalization at this location or similar improvements to traffic operations. The project applicant shall financially compensate SFMTA for its fair share of the cost of signalization at this location or other similar traffic-related improvements in the vicinity which would similarly improve traffic operating conditions. The financial contribution shall be calculated and applied based on the proposed development's fair share of the identified improvements.	Project sponsor	During project design.		Determine improvements to signalization to mitigate for impacts from the project and financially contribute proposed development's fair share of the identified improvements.	SFMTA Considered complete when financial contribution is calculated and applied based on the proposed development's fair share of the identified improvements.

MONITORING AND REPORTING PROGRAM

<i>Adopted Mitigation Measures</i>	<i>Responsibility for Implementation</i>	<i>Mitigation Schedule</i>	<i>Mitigation Action</i>	<i>Monitoring Reporting Responsibility</i>	<i>Monitoring Schedule</i>
<p>Mitigation Measure C- M-TR-1d: Cesar Chavez Street/US 101 Off-Ramp Traffic Signal (Proposed Project and Reduced Development Alternative Only).</p> <p>The project applicant shall therefore mitigate its impact to traffic related to the project development by coordinating with SFMTA on the appropriateness of signalization at this location or similar improvements to traffic operations. The project applicant shall financially compensate SFMTA for its fair share of the cost of signalization at this location or other similar traffic-related improvements in the vicinity which would similarly improve traffic operating conditions. The financial contribution shall be calculated and applied based on the proposed development's fair share of the identified improvements.</p>	Project sponsor	During project design.	Determine improvements to signalization to mitigate for impacts from the project and financially contribute proposed development's fair share of the identified improvements.	SFMTA	Considered complete when financial contribution is calculated and applied based on the proposed development's fair share of the identified improvements.
<p>Mitigation Measure C-M-TR-5: Fair-Share Contribution for Southeast Screenline Improvements (Proposed Project and Reduced Development Alternative Only).</p> <p>The project applicant shall work with SFMTA to ensure that the transit capacity impact to the All Other Lines corridor related to the Proposed Project and the Reduced Development Alternative under cumulative conditions is reduced to a less-than-significant level by financially compensating SFMTA for the cost of providing the service needed to accommodate the project at proposed levels of service. The financial contribution shall be calculated and applied in a manner that is consistent with the SFMTA cost/scheduling model. The amount and schedule of payment and commitment to application of service needs shall be set forth in a Transit Mitigation Agreement between the project applicant and SFMTA.</p>	Project sponsor	Determined in the Transit Mitigation Agreement between the project applicant and SFMTA.	Financially compensate SFMTA for the cost of providing the service needed to accommodate the project at proposed levels of service.	SFMTA	Determined in the Transit Mitigation Agreement between the project applicant and SFMTA.
NOISE					
<p>Mitigation Measure NO-1a: Submit a Construction Noise Plan to Reduce Construction Noise.</p> <p>The project applicant shall submit a Construction Noise Plan for review and approval prior to the issuance of the demolition permit.</p>	Project sponsor	Prior to the issuance of the demolition	Submit a Construction	City and County of San Francisco	Considered complete when approved by

MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
		permit and construction.	Noise Plan for review and approval prior to the issuance of the demolition permit.		the County and City of San Francisco.

Mitigation Measure M-NO-1b: Implement a Construction Noise Plan to Reduce Construction Noise.

The project applicant shall implement the following measures during demolition and construction of the Proposed Project:

To the extent feasible, the noisiest construction activities shall be scheduled during times that would have the least impact on nearby residential land uses. This includes restricting typical demolition and exterior construction activities to the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday.

Equipment and trucks used for project construction shall use the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds) wherever feasible.

Impact tools (e.g., jackhammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves shall be used where feasible, and this could achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever feasible.

Construction contractors, to the maximum extent feasible, shall be required to use "quiet" gasoline-powered compressors or other electric-powered compressors, and use electric rather than gasoline or diesel powered forklifts for small lifting.

Stationary noise sources, such as temporary generators, shall be located as far from nearby receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.

Project sponsor and contractor	During construction.	Schedule noisy construction during times with least impact to residents, equipment and truck must have best available noise control techniques, impact tools must be hydraulically or electrically powered, use "quiet" gasoline-powered compressors, stationary noise sources must be located as far from nearby receptors as possible, install temporary plywood noise barriers eight feet in height, and trucks	City and County of San Francisco	Considered complete when construction has ended.
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MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
Install temporary plywood noise barriers eight feet in height around the construction site to minimize construction noise to 80 dBA as measured at 100 feet from the Project site boundary unless an acoustical engineer submits documentation that confirms that the barriers are not necessary to achieve the attenuation levels. Trucks shall be prohibited from idling along streets serving the construction site.			prohibited from idling along streets.		

AIR QUALITY

Mitigation Measure M-AQ-2a: Utilize Efficient Construction Equipment at the Start of Construction.

For construction activities occurring in year 2015, all off-road construction equipment greater than 50 horsepower (hp) shall have engines that meet or exceed USEPA or ARB Tier 3 off-road emission standards, or the project applicant must prepare a construction emissions minimization plan designed to reduce NOx by a minimum of 39 percent from Tier 2 equivalent engines. In addition, for the Project construction period, all trucks that haul materials to and from the Project site shall have engines that meet or exceed ARB 2010 On-Road Engine Standards to the extent feasible. Where access to alternative sources of power are available, backup diesel generators shall be prohibited. If access to alternative sources of power is not available, backup diesel generators shall meet USEPA Tier 4 Interim emissions standards.	Project sponsor and contractor	During or prior to construction in 2015.	All off-road construction equipment greater than 50 horsepower (hp) must have engines that meet or exceed USEPA or ARB Tier 3 off-road emission standards, or construction emissions minimization plan must be prepared.	City and County of San Francisco	Considered complete when implemented prior to or during construction.
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Mitigation Measure M-AQ-2b: Utilize More Efficient Construction Equipment after 2016.

For all construction occurring after 2016, all off-road construction equipment greater than 50 hp shall have engines that meet or exceed USEPA or ARB Tier 4 interim off-road emission standards, or the project applicant must prepare a construction emissions minimization plan designed to reduce NOx by a minimum of 21 percent from Tier 3 equivalent engines. Where access to alternative sources of power are available, backup diesel generators shall be	Project sponsor and contractor	During or prior to construction after 2016.	All off-road construction equipment greater than 50 hp must have engines that	City and County of San Francisco	Considered complete when implemented prior to or during construction.
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MONITORING AND REPORTING PROGRAM

Applicable Measure	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Responsibility	Monitoring Schedule
prohibited. If access to alternative sources of power is not available, backup diesel generators shall meet USEPA Tier 4 Interim emissions standards.			meet or exceed USEPA or ARB Tier 4 interim off-road emission standards, or a construction emissions minimization plan must be prepared.		

Mitigation Measure M-AQ-4: Construction Emissions Minimization

<p>A. Construction Emissions Minimization Plan. Prior to issuance of a construction permit, the project applicant shall submit a Construction Emissions Minimization Plan (Plan) to the Environmental Review Officer (ERO) for review and approval by an Environmental Planning Air Quality Specialist. The Plan shall detail project compliance with the following requirements:</p> <p>1. All off-road equipment greater than 25 hp and operating for more than 20 total hours over the entire duration of construction activities shall meet the following requirements:</p> <p>a. Where access to alternative sources of power is available, portable diesel engines shall be prohibited;</p> <p>b. All off-road equipment shall have:</p> <p>i. (See Mitigation Measures M-AQ-2a and M-AQ-2b)</p> <p>ii. Engines that are retrofitted with an ARB Level 3 Verified Diesel Emissions Control Strategy (VDECS).</p> <p>c. Exceptions:</p> <p>i. Exceptions to A(1)(a) may be granted if the project applicant has submitted information providing evidence to the satisfaction of the ERO that an alternative source of power is limited or infeasible at the project site and that the requirements of this exception provision apply. Under this circumstance, the applicant shall submit documentation of compliance with A(1)(b) for on-site power generation.</p>	Project Sponsor	Prior to issuance of a construction permit.	Submit a Construction Emissions Minimization Plan.	City and County of San Francisco	Considered complete once the construction permit is issued.
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MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
<p>ii. Exceptions to A(1)(b)(ii) may be granted if the project applicant has submitted information providing evidence to the satisfaction of the ERO that a particular piece of off-road equipment with an ARB Level 3 VDECS is (1) technically not feasible, (2) would not produce desired emissions reductions due to expected operating modes, (3) installing the control device would create a safety hazard or impaired visibility for the operator, or (4) there is a compelling emergency need to use off-road equipment that are not retrofitted with an ARB Level 3 VDECS and the applicant has submitted documentation to the ERO that the requirements of this exception provision apply. If granted an exception to A(1)(b)(ii), the project applicant must comply with the requirements of A(1)(c)(iii).</p> <p>iii. If an exception is granted pursuant to A(1)(c)(ii), the project applicant shall provide the next cleanest piece of off-road equipment as provided by the step down schedules as follows and shall provide documentation that emissions are sufficiently reduced to ensure excess cancer risks and PM2.5 concentrations do not exceed the air pollution exposure zone criteria:</p> <ol style="list-style-type: none"> 1. Compliance Alternative 1: Engine Emission Standard 2 with ARB Level 2 VDECS 2. Compliance Alternative 2: Engine Emission Standard 2 with ARB Level 1 VDECS 3. Compliance Alternative 3: Engine Emission Standard 2 with alternative fuels (Alternative fuels are not VDECS) <p>If the requirements of (A)(1)(b) cannot be met, then the project applicant would need to meet Compliance Alternative 1. Should the project applicant not be able to supply off-road equipment meeting Compliance Alternative 1, then Compliance Alternative 2 would need to be met. Should the project applicant not be able to supply off-road equipment meeting Compliance Alternative 2, then Compliance Alternative 3 would need to be met.</p> <p>2. The project applicant shall require the idling time for off-road and on-road equipment be limited to no more than two minutes, except as provided in exceptions to the applicable state regulations regarding idling for off-road and on-road equipment. Legible and visible signs shall be posted in multiple languages (English, Spanish, Chinese) in designated queuing</p>					

MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring/Reporting Responsibility	Monitoring Schedule
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areas and at the construction site to remind operators of the two minute idling limit.

- 3. The project applicant shall require that construction operators properly maintain and tune equipment in accordance with manufacturer specifications.
- 4. 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. Off-road equipment descriptions and information 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 usage and hours of operation. For VDECS installed: technology type, serial number, make, model, manufacturer, ARB verification number level, and installation date and hour meter reading on installation date. For off-road equipment using alternative fuels, reporting shall indicate the type of alternative fuel being used.
- 5. The Plan shall be kept on site and available for review by any persons requesting it and a legible sign shall be posted at the perimeter of the construction site indicating to the public the basic requirements of the Plan and a way to request a copy of the Plan. The project applicant shall provide copies of Plan to members of the public as requested.

B. Reporting. Monthly reports shall be submitted to the ERO indicating the construction phase and off-road equipment information used during each phase including the information required in A(4). In addition, for off-road equipment using alternative fuels, reporting shall include the actual amount of alternative fuel used.

Within 6 months of the completion of construction activities, the project applicant shall submit to the ERO a final report summarizing construction activities. The final report shall indicate the start and end dates and duration of each construction phase. For each phase, the report shall include detailed information required in A(4). In addition, for off-road equipment using alternative fuels, reporting shall include the actual amount of alternative fuel used.

C. Certification Statement and On-site Requirements. Prior to the commencement of construction activities, the project applicant must

MONITORING AND REPORTING PROGRAM

<i>Adopted Mitigation Measures</i>	<i>Responsibility for Implementation</i>	<i>Mitigation Schedule</i>	<i>Mitigation Action</i>	<i>Monitoring Reporting Responsibility</i>	<i>Monitoring Schedule</i>
certify (1) compliance with the Plan, and (2) all applicable requirements of the Plan have been incorporated into contract specifications.					

BIOLOGICAL RESOURCES

Mitigation Measure M-BI-4a: Bird Nest Preconstruction Survey.

Given that the presence of mature trees and shrubs on the Project site could potentially provide nesting habitat for raptors and a variety of other migratory birds, tree removal associated with the Proposed Project could result in "take" caused by the direct mortality of adult or young birds, nest destruction, or disturbance of nesting native bird species (including migratory birds and other special-status species) resulting in nest abandonment and/or the loss of reproductive effort. Bird species are protected by both state (California Fish and Game Code Sections 3503 and 3513) and federal (Migratory Bird Treaty Act of 1918) laws. Disruption of nesting birds, resulting in the abandonment of active nests, or the loss of active nests through structure removal would be a potentially significant impact.

The project applicant shall retain a qualified biologist to conduct preconstruction breeding-season surveys (i.e., approximately February 15 through August 31) of the Project site and immediate vicinity with suitable nesting habitat during the same calendar year that construction is planned to begin, in consultation with the City of San Francisco and CDFW.

If phased construction procedures are planned for the Proposed Project, the results of the above survey shall be valid only for the season when it is conducted.

A report shall be submitted to CDFW and the City of San Francisco, following the completion of the bird nesting survey that includes, at a minimum, the following information:

A description of the methodology including dates of field visits, the names of survey personnel with resumes, and a list of references cited and persons contacted.

A map showing the location(s) of any bird nests observed on or in the immediate vicinity of the Project site.

If the above survey does not identify any nesting bird species on or in the immediate vicinity of the Project site, no further mitigation would be required. However, should any active bird nests be located on or in the immediate

Project sponsor

Prior to construction.

Conduct preconstruction nesting bird surveys.

City and County of San Francisco and CDFW

Considered complete when preconstruction surveys are completed.

MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
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vicinity of the Project site that could be directly or indirectly affected by construction activities, Mitigation Measure M-BI-4b shall be implemented.

Mitigation Measure M-BI-4b: Bird Nest Buffer Zone.

<p>The project applicant, in consultation with the City and County of San Francisco and CDFW, shall delay construction in the vicinity of active bird nest sites located on or adjacent to the Project site during the breeding season (approximately February 15 through August 31), while the nest is occupied with adults and/or young. If active nests are identified in the Project site or adjacent areas, a qualified biologist will establish a restricted work zone in consultation with CDFW. The qualified biologist, as determined by the Environmental Review Officer, shall monitor the active nest until the young have fledged, until the biologist determines that the nest is no longer active, or if it is reasonable that construction activities are not disturbing nesting behaviors. The buffer zone shall be delineated by highly visible temporary construction fencing.</p>	<p>Project sponsor</p>	<p>Prior to or during construction.</p>	<p>Delay construction in the vicinity of active bird nest sites located on or adjacent to the Project site during the breeding season (approximately February 15 through August 31), while the nest is occupied with adults and/or young.</p>	<p>City and County of San Francisco and CDFW</p>	<p>Considered complete when biologist determines the nest is no longer active or if it is reasonable that construction activities are not disturbing nesting behaviors.</p>
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GEOLOGY AND SOILS

Mitigation Measure M-GE-1: Landslide Hazard Mitigation (Proposed Project and Reduced Development Alternative Only).

<p>Prior to issuance of a grading permit for each phase of project development, the recommendations for mitigating potential slope stability hazards outlined in the <i>Geotechnical Exploration: Potrero Annex and Terrace Redevelopment San Francisco, CA</i> shall be included in project design. Measures to reduce landslide hazard may include, but would not be limited to, adhering to graded slope and cut/fill guidelines identified in Section 5.5 of the geotechnical report, ongoing inspection and monitoring of cut slopes during construction, proper fill conditioning, placement and compaction, and installation of keyways and subdrains as recommended by the engineer of record.</p>	<p>Project sponsor</p>	<p>Prior to issuance of a grading permit for each phase of project development.</p>	<p>Measures to reduce landslide hazard may include, but would not be limited to, adhering to graded slope and cut/fill guidelines identified in Section 5.5 of the geotechnical</p>	<p>City and County of San Francisco</p>	<p>Considered complete when grading permit is issued.</p>
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MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
<p>Mitigation Measure M-GE-2a – Preventative Erosion Control Measures (Proposed Project, Reduced Development Alternative, and Housing Replacement Alternative).</p>	Contractor	During construction.	<p>report, ongoing inspection and monitoring of cut slopes during construction, proper fill conditioning, placement and compaction, and installation of keyways and subdrains as recommended by the engineer of record.</p> <p>Preventative measures may include placing topsoil strippings over all open space cut and fill slopes immediately following grading and prior to installation of erosion control measures, landscaping and concrete or asphalt-lined drainage facilities on slopes graded to</p>	City and County of San Francisco	Considered completed when construction is complete.

MONITORING AND REPORTING PROGRAM

<i>Adopted Mitigation Measures</i>	<i>Responsibility for Implementation</i>	<i>Mitigation Schedule</i>	<i>Mitigation Action</i>	<i>Monitoring Reporting Responsibility</i>	<i>Monitoring Schedule</i>
			a steepness of 3:1 (horizontal: vertical) or steeper.		
Mitigation Measure M-GE-2b: Cut Slopes and Engineered Fill (Proposed Project, Reduced Development Alternative, and Housing Replacement Alternative).					
Prior to construction, existing fill and loose surface soil shall be removed and replaced as engineered fill. Cut slopes that exceed recommended gradient guidelines identified in Section 5.5 of the Geotechnical Exploration: Potrero Annex and Terrace Redevelopment San Francisco, CA, shall be reconstructed as fill slopes. Fill slopes that exceed the recommended gradient guidelines shall be constructed with geogrid reinforcement.	Contractor	Prior to construction.	Existing fill and loose surface soil shall be removed and replaced as engineered fill.	City and County of San Francisco	Considered complete when construction begins.
Mitigation Measure M-GE-2c: Erosion Control Measures in Response to Heavy Rains (Proposed Project, Reduced Development Alternative, and Housing Replacement Alternative).					
In the case that construction activities are halted due to the onset of heavy rains, before work is stopped, a positive gradient away from the slopes shall be provided to carry the surface runoff away from the slopes to areas where erosion can be controlled.	Contractor	During construction.	During heavy rains, a positive gradient away from the slopes shall be provided to carry the surface runoff away from the slopes to areas where erosion can be controlled.	City and County of San Francisco	Considered complete after construction activities have ended.
Mitigation Measure M-GE-3 – Unstable Soils and Slopes (Proposed Project and Reduced Development Alternative Only).					
Prior to approval of 40-scale grading plans, upper and lower bound settlement estimates and specific corrective procedures for the site to address settlement of deep fills, including a quantitative analysis of the grading scope, shall be provided consistent with the recommendations in the <i>Geotechnical Exploration: Potrero Annex and Terrace Redevelopment San</i>	Project sponsor and contractor	Prior to approval of 40-scale grading plans and construction.	Upper and lower bound settlement estimates and specific corrective	City and County of San Francisco	Considered complete when construction begins.

MONITORING AND REPORTING PROGRAM

Description of Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Mitigation Actions	City and County of San Francisco	Considered complete when design plans are completed.
<p><i>San Francisco, CA.</i> Remedial grading shall be performed to reduce differential fill thickness to no more than 10 feet across an individual building pad, and a remedial grading plan shall be prepared that identifies areas where additional over excavation would be necessary to reduce differential fill thickness.</p> <p>Prior to construction, existing fill and loose surface soil shall be removed and replaced as engineered fill. In addition, the construction contractor shall implement preventative measures recommended by the geotechnical investigation.</p> <p>Prior to approval of 40-scale grading plans, project applicant shall incorporate recommendations identified in the geotechnical investigation to address soil creep in grading and design plans. Such measures could include, but would not be limited to, benching through superficial soil during fill placement, soil compaction, foundation selection, and structure setbacks, or equally effective measures or combination thereof.</p>			<p>procedures for the site to address settlement of deep fills must be provided, existing fill and loose surface soil shall be removed and replaced as engineered fill, and musts shall incorporate recommendation s identified in the geotechnical investigation.</p>		
<p>Mitigation Measure M-GE-4 – Expansive Soils (Proposed Project and Reduced Development Alternative Only).</p> <p>If final construction plans expose identified expansive colluvial soil and slope at or near the final design grades, corrective grading shall be required to reduce the potential impacts from soil swell. Furthermore, building damage due to volume changes associated with expansive soils can be reduced by the following: selectively placing the higher on-site expansive materials in the deeper fill areas (generally at depths below 10 feet of finished grades), or placing these higher expansive on-site materials outside of areas of the proposed structures and site improvements (such as landscape acres); performing proper moisture conditioning and compaction of fill materials within selected ranges to reduce their swell potential; and using deep foundations, structurally reinforced “rigid” mats, or post-tensioned slabs designed to resist the uplift pressures and deflections associated with the soil expansion.</p>	<p>Project sponsor and contractor</p>	<p>During construction</p>	<p>If final construction plans expose identified expansive colluvial soil and slope at or near the final design grades, corrective grading shall be required to reduce the potential impacts from soil swell.</p>	<p>City and County of San Francisco</p>	<p>Considered complete when design plans are completed.</p>

MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
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HAZARDS AND HAZARDOUS MATERIALS

Mitigation Measure M HZ 2.1 – Voluntary Remedial Action Program (VRAP) Applications and Work Plans.

<p>Prior to each phase of development, the project applicant shall submit a VRAP application to the San Francisco DPH SAM.</p> <p>Each VRAP application shall include a Sampling and Analysis Report (SAR) work plan. The work plan shall be submitted sufficiently in advance of planning sampling to allow time for work plan approval, SAR preparation, submittal to and approval by DPH SAM. The work plan submittal timeframe should also be of sufficient duration for subsequent preparation and approval of a Site Mitigation Plan following acceptance of the SAR. The SAR work plan for each phase shall address the following:</p> <p>Description of the Proposed Project phase including number and location of buildings, building configuration, and the depths of excavation.</p> <p>Figures showing proposed building and other feature locations, lateral and vertical extent of excavation.</p> <p>Samples shall be collected prior to grading but may be collected after building demolition.</p> <p>Sampling shall be performed to the depth of any project excavation</p> <p>If groundwater is encountered, a grab sample shall be collected and analyzed.</p> <p>Samples shall be analyzed for TPH gasoline through motor oil ranges, California 17 metals, and asbestos.</p> <p>Include figures showing the proposed number and locations of samples and listing the depths of samples to be collected and analyzed.</p> <p>Sample locations shall be around the existing buildings plus additional random sample locations.</p> <p>A SAR shall be submitted to DPH SAM describing the sampling procedures and results. The SAR shall include a summary and tables of the analyses and figures showing sample locations with sample depths.</p>	Project sponsor	Prior to each phase of development.	Submit a VRAP application to the San Francisco DPH SAM including a Sampling and Analysis Report (SAR) work plan.	City and County of San Francisco	Considered complete when each phase of development is completed.
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MONITORING AND REPORTING PROGRAM

Approved Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Reporting Responsibility	Monitoring Schedule
<p>Mitigation Measure M-HZ-2.2 – Site Mitigation Plan (SMP).</p> <p>If DPH SAM's review of the SAR for a project phase indicates a Site Management Plan (SMP) is warranted, an SMP shall be submitted to DPH SAM no less than six weeks prior to beginning construction grading and excavation work for that phase. The SMP shall be approved by DPH SAM prior to beginning construction field work for that phase, and shall be implemented by the project applicant. The SMP for each phase shall consist of the following:</p> <p>Proposed Project description—building locations, configurations, and maximum proposed lateral and vertical extent of excavation. Figures shall show Proposed Project features and lateral and vertical extent of excavation.</p> <p>Cleanup levels for petroleum hydrocarbons, associated chemicals, asbestos, and/or metals shall be proposed to DPH SAM if elevated concentrations are reported in the SAR.</p> <p>Soils that meet or exceed the California Total Threshold Limit Concentration (TTL) listed in the CCR 22 66261 for lead (1,000 mg/kg) shall be removed, transported, and handled as Class I hazardous waste. Soils containing less than 1,000 mg/kg lead but more than 200 mg/kg may be reused on-site if placed beneath buildings. If those soils are reused, soils containing between 200 mg/kg and 80 mg/kg lead shall be placed under buildings, sidewalks, roadways, other paved or concrete-capped areas, or covered by two feet of clean fill over which a visual barrier such as brightly colored plastic fencing netting or fabric shall be placed. Mixing or grading of soils to reduce surface lead or other chemical concentrations is prohibited.</p> <p>Confirmation sample collection following implementation of soil remedial measures and excavation. Confirmation sample locations shall be provided on a figure. DPH SAM shall be notified in writing if confirmation sample analytical results exceed the cleanup criteria. The written communication shall include sample locations and the analytical results. Additional excavation shall be performed, or other mitigating measures acceptable to DPH SAM implemented, if confirmation samples exceed the residential cleanup guidelines.</p> <p>The SMP shall identify options for handling contaminated soils, including storage of soils on plastic sheeting and covering with sheeting when soil is not actively being added or removed from a stockpile.</p>	Project sponsor	During each phase of development.	Implement a Site Management Plan (SMP).	City and County of San Francisco	Considered complete when all project phases are completed.

MONITORING AND REPORTING PROGRAM

Adopted Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Mitigation Action	Monitoring Responsibility	Monitoring Schedule
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Frequency of soil stockpile sampling.
 All soil samples shall be analyzed for at least lead metal plus other chemicals detected above the environmental screening level (ESL) as reported in the SAR.
 Contractor/developer shall receive written concurrence from DPH SAM prior to re-using soils that exceed the cleanup limits.
 Identify the proposed soil transporter and disposal locations.
 Contingency Plan that describes the procedures for controlling, containing, remediating, testing, and disposing of any unexpected contaminated soil, water, or other material.
 Stormwater control and noise control protocols as applicable.
 A SMP completion report shall be prepared and submitted to DPH SAM following SMP implementation. The report shall include documentation of the work performed. The SMP completion report shall include: figures showing the final lateral and vertical extent of the excavation; the finished grade and the location of reused soils relative to proposed buildings and hardscape; a summary of the analytical results for the confirmation and stockpile samples plus copies of the laboratory reports; copies of bills of lading and manifests for hazardous waste transport and disposal.

Mitigation Measure M-HZ-2.3: Dust Control Plan and Worker Health and Safety Plan.

A Dust Control Plan (DCP) shall be submitted to DPH SAM that complies with Health Code Article 22B (Demolition and Construction Dust Control) not less than two weeks prior to beginning construction field work for any phase. A site-specific worker Health and Safety Plan shall also be submitted not less than two weeks prior to construction field work for any phase.	Project sponsor and contractor	Prior to construction.	Submit Dust Control Plan	City and County of San Francisco	Considered complete two week prior to the last phase of construction.
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Mitigation Measure M HZ 2.4: Underground Storage Tanks.

Should an underground storage tank (UST) be encountered, work shall be suspended and the construction contractor shall notify the owner/project applicant. The site owner/sponsor shall notify the DPH and proposed response actions. The UST shall be removed under permit from the HMUPA and the SFFD. All related documentation shall be provided to DPH SAM.	Project sponsor and contractor	During construction.	Construction contractor shall notify the owner/project applicant if an underground	City and County of San Francisco	Considered complete when construction is over.
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MONITORING AND REPORTING PROGRAM

<i>Adopted Mitigation Measures</i>	<i>Responsibility for Implementation</i>	<i>Mitigation Schedule</i>	<i>Mitigation Action</i>	<i>Monitoring Reporting Responsibility</i>	<i>Monitoring Schedule</i>
			storage tank is encountered.		

EXHIBIT M
TRANSPORTATION DEMAND MANAGEMENT PLAN
(see attached)



BRIDGE Housing Potrero Hill DRAFT Transportation Demand Management (TDM) Plan

October 2016



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EXECUTIVE SUMMARY

BRIDGE Housing plans to lead the redevelopment of a 38-acre site in San Francisco's Potrero Hill neighborhood. The project would replace all existing housing on the site with new public housing replacement units on a one-for-one basis and add approximately 1,000 new units including 200 affordable units and 800 market rate units. The BRIDGE Housing Potrero Hill TDM Plan identifies strategies aimed at reducing the number of car trips and/or rate of single-occupancy vehicle travel resulting from the proposed Potrero Hill redevelopment through shifting residents toward use of public transit, carpooling, and non-motorized modes. The Transportation Demand Management (TDM) plan sets a 15% PM peak-hour vehicle trip reduction target off of the baseline trips included in the Environmental Impact Report (EIR).¹

The TDM plan defines two TDM packages: the sitewide package will be implemented throughout the Potrero Hill site and will apply to both below market rate and market rate vertical developments; the market rate package which will be applicable to all market rate developers. The measures proposed in each of the TDM packages are largely influenced by the forthcoming San Francisco TDM Ordinance Menu of Options.² Table 1 summarizes the proposed TDM measures, identifies which TDM package each measure is part of, and the proposed scores³ for each measure as noted in the Draft TDM Ordinance Menu of Options.

¹ Potrero HOPE SF Master Plan, Draft Environmental Impact Report, 2014.

² City of San Francisco, Draft Transportation Demand Management Measures, July 2016, accessed August 2016, http://default.sfplanning.org/plans-and-programs/emerging_issues/tsp/tdm_D2_Appendix_A_TDM_Measures.pdf.

³ Proposed scores refers to the range of point values assigned to each TDM measure under the proposed TDM ordinance.

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Table 1 Summary of Optional and Required TDM Strategies

TDM Measure	Draft TDM Score	Sitewide TDM Package Measures (Market Rate and Below Market Rate Housing)	Market Rate Housing TDM Package Measure
Bicycle Parking	1-4	●	
Bicycle Repair Station	1		●
Car Share Parking	1-5	●	
Car Share Membership	1-5		●
Family TDM Amenities	1	●	
On-Site Childcare	2	●	
Contributions or Incentives for Sustainable Transportation	2-8		●
Multimodal Wayfinding Signage	1	●	
Real Time Transportation Information Displays	1		●
Tailored Transportation Marketing Services	1-4	●	
On-Site Affordable Housing	1-4	●	
Unbundle Parking	1-5	●	
Parking Supply	1-11	●	

The TDM Strategies presented in this plan will allow BRIDGE Housing to support the Potrero Hill neighborhood by minimizing new vehicle trips associated with the project compared to a project without TDM. These strategies will also build a better community by improving housing and transportation options and enhancing quality of life, access and walking for low income residents and the wider neighborhood.

As presented in the 2014 Environmental Impact Report, the proposed project without TDM measures will generate 891 vehicle trips during the morning and evening peak periods.

Auto trip reduction data from the California Air Pollution Control Officers Association (CAPCOA)⁴ were used to conduct a Mitigated Trip Demand Analysis to estimate the proportional impacts of this Plan's TDM measures on vehicular travel to and from the proposed project site. Upon inputting the project's land use and TDM plan, a 17.3% reduction in vehicle miles traveled was predicted. CAPCOA's quantification report assumes that average trip lengths are constant⁵ and that therefore percentage trip reduction and percentage miles reduction have a 1:1 relationship. Hence, it is estimated that trips associated with the proposed project would be reduced by 17% with adoption of the TDM measures outlined in this plan. If applied directly to the estimated trip demand, this reduction would result in the proposed project producing no more than 737 peak hour trips.

⁴ "Quantifying Greenhouse Gas Mitigation Measures", California Air Pollution Control Officers Association, 2010.

⁵ E.g. for each trip purpose, the origins and destinations are unchanged by changes in mode choice.

1 INTRODUCTION

Transportation Demand Management (TDM) is the use of various strategies for reducing demand for travel by single-occupant vehicles.

Travel demand from residential developments is affected by locational and land use factors such as proximity to high quality transit, and the presence of transit supportive land use densities and mixed land use patterns. Travel demand is also affected by programs or features such as reduced parking supply, unbundled parking, financial incentives to using non-auto modes, pedestrian and bicycle design, transportation marketing, rideshare matching, shared vehicles or bikes, emergency ride home, and other related strategies.

PROJECT DESCRIPTION

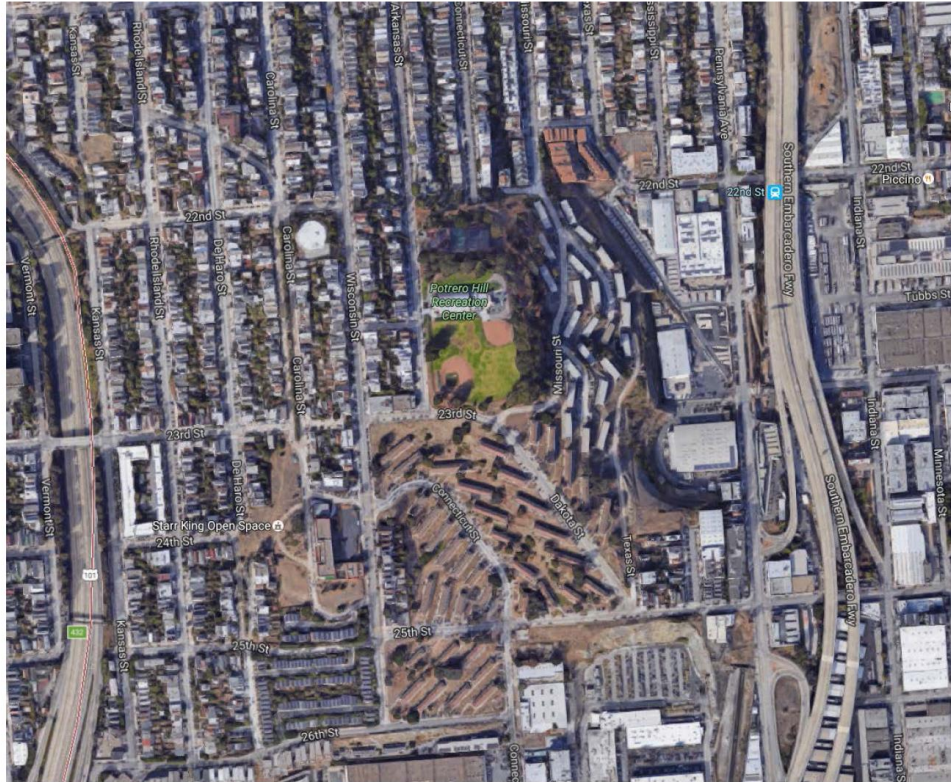
BRIDGE Housing is leading the redevelopment of the 38-acre Potrero Terrace and Annex Public Housing Site in the Potrero Hill neighborhood of San Francisco as part of San Francisco's HOPE SF program. The project would replace all existing housing (all existing housing is public housing)⁶ on a one-for-one basis, subsidized with funding from the Mayor's Office of Housing and Community Development, along with other state and federal funds. The development would add approximately 1,000 housing units including 200 additional affordable units and 800 market rate units.⁷ The project would also include community facilities, on-site childcare, retail, open space, and neighborhood programs and services (see Figure 2).

⁶ Fourteen (14) of the existing 620 residential units are currently used as a childcare center and non-profit office space. The redevelopment would replace all the units currently housing public housing residents with new public housing replacement units on a one-for-one basis. Approximately 200 additional affordable housing units will be provided as part of the development.

⁷ Potrero HOPE SF Master Plan, Draft Environmental Impact Report, 2014.

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BRIDGE Housing Corporation

Figure 1 Existing Project Site



Source: Google Maps, accessed October 2016.

The project plans include improvements to the existing transportation network to increase walkability, safety, and access to transit. The street layout which is currently characterized as curvilinear streets with poor connectivity, would be transformed to a grid with north/south and east/west connections to create convenient access within the project site and connectivity to the surrounding neighborhood. Pedestrian safety elements would include bulb-outs, raised crosswalks, pedestrian scale lighting, high quality sidewalks, and other safety elements. Muni Forward will be improving transit access by rerouting three Muni bus lines (10-Townsend, 48-Quintara, 58-24th Street) to better serve the project site, using the refined street network. These improvements would provide direct connections from the site to Downtown, Hunters Point, Bay Area Regional Transit (BART), and the Mission District. Though there is limited bicycle infrastructure planned for the area because of steep, hilly terrain, there would be bike storage available to residents.⁸

⁸ Ibid.

Figure 2 Proposed Site Development



The Potrero Hill development project will include a considerable level of investment in new multimodal infrastructure to support transit and active transportation use by existing and future residents, employees and visitors, as well as the surrounding neighborhood. Most fundamentally, transportation investments include the creation of a new, fine-grained street grid in an area of the City that currently has a poorly connected and disorienting curvilinear street layout. The new street layout and multimodal transportation investments will significantly improve transportation access, connectivity, and legibility at and adjacent to the project site, as well as expand access to transportation, open space, and neighborhood services. The multimodal infrastructure investments will also reinforce the effectiveness of TDM programs in reducing vehicle trips. Figure 3 shows the proposed street, pedestrian, and bicycle connections that are included as part of the project plans.

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Figure 3 Planned Multimodal Infrastructure and Connections



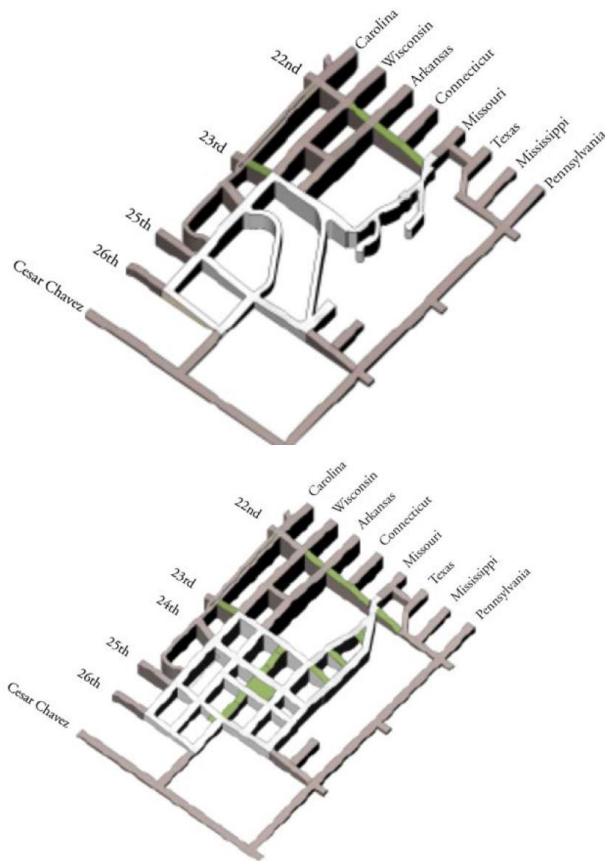
Source: Potrero Hope SF Infrastructure Master Plan

Vehicular Access

The roadway network would include the existing street network and new road connections designed as complete streets to improve connectivity and access to and within the project site. Generally, the lane widths will range from 11 to 12 feet with parking on one or both sides of the street (either as parallel, 90 degree, or angled spaces).

North/south connections would extend the existing streets within the project site to adjacent neighborhoods. Arkansas, Missouri, and Texas Streets are all streets that would be extended to provide strong north/south connections, with Arkansas connecting to 26th Street and Missouri and Texas Streets connecting to 25th Street. Changes to 24th Street would provide strong east/west connections through the project area and would connect Starr King Elementary School to Texas Street. Figure 4 shows the proposed road network and elevations compared to the existing road network (note: green connections are pedestrian pathways).

Figure 4 Existing (top) and Proposed (bottom) Street Network



Pedestrian and Bicycle Infrastructure

The proposed project is required to comply with Design Standards and Guidelines included as an exhibit to the Project's Development Agreement. Pedestrian circulation within the project site would be along existing and new roadways, as well as off-street paths and staircases. Sidewalks would be included along both sides of all interior roadways, with clearly marked crosswalks at intersections; additional pedestrian pathways would be located throughout the site. New staircases would provide connections to open space at the top of the hill, and an open view corridor to the east. Pedestrian crosswalks, raised crosswalks, bulb-outs, and stop controlled intersections would be included throughout the project site and at key intersections that connect the project area to adjacent neighborhoods. The pedestrian facilities would also provide connections to open space, the 22nd Street Caltrain Station, Starr King Elementary School, and other community services. Figure 5 shows the proposed off-street pedestrian facilities.

Bicycle circulation within the project site would be created through the new street configuration. To encourage bicycle trips to and within the development site, establishing high visibility bicycle space may be considered at full build out and in coordination with the City.

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Figure 5 Proposed Off-Street Pedestrian Facilities



CITY POLICIES AND REQUIREMENTS

The City of San Francisco is developing a TDM ordinance that establishes TDM program requirements based on the number of off-street parking spaces that are included in a development. According to the City's Draft TDM requirements, a higher number of TDM points are required for developments that have higher rates of parking provision.⁹ The ordinance includes a Menu of TDM Options from which developers can select. Each TDM option is associated with a number of points that reflects its likely impact on reducing vehicle trips. Developers must implement sufficient TDM Options to satisfy or exceed the points required.

TDM Ordinance

Developments that are 100 % below market rate are exempt from the proposed San Francisco TDM Ordinance.

All market rate developments must comply with the ordinance. For market rate housing, a general formula has been developed to determine the number of points that will be needed based on the amount of off-street parking included in the development. According to the Draft Ordinance, developments with zero (0) to 20 off-street spaces will need to reach 13 points. For every additional 10 off-street parking spaces provided, rounded up to the nearest 10, an additional TDM point would be needed. The target would be capped at the total available points available for the land use. The Draft Ordinance outlines TDM measures and points associated with each measure based on the level of implementation.

Table 2 shows the maximum parking supply for both market rate and affordable developments included in the development, and the estimated number of points each site would need under the Draft TDM Ordinance.

⁹City of San Francisco, Draft Transportation Demand Management Measures, July 2016, accessed August 2016, http://default.sfplanning.org/plans-and-programs/emerging_issues/tsp/tdm_D2_Appendix_A_TDM_Measures.pdf.

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Table 2 Estimated TDM Point Requirements for All Phases (Market Rate and Affordable Vertical Developments)

Phase	Block	Parking Spaces	Draft TDM Points Required
1*	X	29	N/A
2	A	102	22
2*	B	47	N/A
3	N	110	22
3	O	100	21
3	P	45	16
3*	Q	28	N/A
3*	R	20	N/A
4*	J2	33	N/A
5A*	J1	20	N/A
5A	K	125	24
5A	L	130	24
5A*	M	60	N/A
5B*	C	50	N/A
5B	F	70	18
5B*	G	30	N/A
5C*	D	50	N/A
5C	E	125	24
5C*	H	30	N/A
Total		1,204	171

Note: Building phases marked with an asterisk will be BRIDGE housing developments and will be 100% affordable.

Special Use District

As part of the entitlements for the development, the project site will be rezoned as the Potrero Hope SF Special Use District. The purpose of a Special Use District (SUD), is to provide an amendment to the Planning Code to establish density, parking, setbacks, and zoning requirements in line with the intended goals of the development. The stated purpose of the Potrero Hope SF SUD is as follows:

Allow a project that will replace the Potrero Terrace and Potrero Annex public housing projects with a mixed-use and mixed-income development of affordable dwelling units in a number in excess of the existing public housing units, market-rate dwelling units, neighborhood commercial and community facility uses, and new infrastructure improvements, including streets, sidewalks, utilities, and open spaces.¹⁰

¹⁰ Section 249: Potrero Home SF Special Use District

DRAFT EIR FINDINGS

The Environmental Impact Report (EIR) for the master plan was certified in December 2015. Based on City Guidelines¹¹, residential trip generation rates for the proposed project were determined to be 7.5 daily person trips per unit for one-bedroom or studio units, 10 daily person trips per unit for two-bedroom or more housing units, 5 daily person trips per unit for senior housing residences, and 150 daily person trips per 1,000 sf of retail development. Pursuant to the Guidelines, residential trip generation rates were assumed to be the same for both market rate and affordable housing units. For the proposed community center, trip generation rates of 1.45 PM peak hour person trips per 1,000 sf and 22.8 daily person trips per 1,000 sf were obtained from the ITE Trip Generation Manual 8th Edition (Land Use Code 495).¹²

In total, the proposed project would generate approximately 12,243 net person-trips (inbound and outbound) on a weekday daily basis and 1,787 net person-trips during the PM peak (from 4:00 p.m. to 6:00 p.m.). Project-generated new person-trips were assigned to travel modes through mode split information obtained from the SF Guidelines for work and non-work related trips to and from Superdistrict 3. During both the weekday AM and PM peak hours, approximately 60% (1,069) of the person-trips generated by the proposed project are assumed to be auto-based, 19% (344 trips) transit-based, and 21% (373) would occur by walk/other modes. The proposed project would result in a total of approximately 891 new vehicle trips during the weekday PM peak hour, of which 575 would be inbound and 316 outbound.

¹¹San Francisco Planning Department, Transportation Impact Analysis Guidelines for Environmental Review, City and County of San Francisco October 2002, Accessed August 2016, http://sf-planning.org/sites/default/files/FileCenter/Documents/6753-Transportation_Impact_Analysis_Guidelines.pdf

¹² Please note that trip generation estimates for the community center were based on a single study site.

2 TDM GOALS

BRIDGE Housing develops housing for low income residents. Beyond providing housing for low-income households, the organization has the following guiding goals that all of its developments strive to achieve:

- Economically integrate neighborhoods.
- Generate economic opportunities for public housing residents.
- Create new main street hubs and hearts of the community with opportunities for informal interaction between neighbors.
- Link low-income families to the services they need.

BRIDGE Housing's Potrero Hill project is part of the City of San Francisco's HOPE SF program, a partnership between the Mayor's Office of Housing and Community Development and the San Francisco Housing Authority aimed at revitalizing distressed public housing developments and increasing the City's supply of affordable housing. To meet the general goals of the program, HOPE SF has identified a robust list of objectives for the project; those that influence the TDM plan are listed below:¹³

- Establish physical and social connections between the Potrero Terrace and Annex Project site and the larger Potrero Hill neighborhood.
- Provide community facilities, including space for on-site services and programs.
- Create a comprehensive services plan to address gaps in service and facilitate access to existing programs and resources.
- Build new safe streets and open spaces.
- Incorporate green and healthy development principles that include green construction and healthy buildings, and a walkable neighborhood.

TDM STRATEGY GOALS

In addition to meeting the goals noted above, the Potrero Hill redevelopment would also strive to create a pedestrian friendly environment that creates a fun and inviting community for residents. The TDM plan will include measures that contribute to the goals shown in Table 3.

¹³ Bridge Housing, Potrero Hope SF Design Standards and Guidelines, February 2015.

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Table 3 TDM Guiding Efforts and Goals

TDM Guiding Efforts	TDM Goals
Support access	Promote the diversity of transportation options available and provide resources and incentives to travel to/from the site on sustainable modes
Create community	Create a safe and fun environment that is inviting to all people and modes of transportation at all times of the day. Activate the public realm through urban design features.
Encourage walking	Promote pedestrian safety through lighting and street design e.g. sidewalks, pedestrian-friendly intersections, and bus stop access. Increase connectivity associated with the layout of streets within the neighborhood. Provide high quality and convenient connections to open space.
Be a good neighbor	Reduce traffic congestion associated with the development. Reconnect the site to the wider city street grid. Improve the supply of convenient and direct access to high quality transit, including Caltrain and Muni Light Rail.

TRIP REDUCTION TARGET

The EIR calculated the expected weekday daily and PM peak hour vehicle trips associated with the proposed site. This TDM plan works to achieve a trip target of 15% fewer trips than stated in the EIR. In support of the City’s goals, BRIDGE Housing will strive to exceed this goal and reach a 17% vehicle trip reduction as part of this plan. Table 4 shows the trip estimates presented in the EIR and the 15% reduced target that this TDM plan aims to achieve.

Table 4 Trip Reduction Targets off of EIR Trip Estimates

Period	EIR Trip Estimates	15% Trip Reduction Target
PM Peak Hour Trips (4:00 p.m. – 6:00 p.m.)	891	758

FACTORS FOR SUCCESS

For the TDM plan to be successful, several factors are important.

- The TDM plan leverages substantial investments in transportation infrastructure made by BRIDGE Housing, particularly new pedestrian facilities and improvements to the existing road network. These infrastructure investments will reinforce TDM programs implemented by the developers and property managers.
- The TDM plan is practical and actionable. TDM strategies are operationally and financially realistic, enabling the plan to get “off the shelf”.
- The individual TDM strategies complement each other in a coordinated and synergistic package. The TDM plan is designed with the understanding that each component is needed to maximize trip reductions.
- The TDM plan includes comprehensive parking management strategies that optimize the site's parking supply.
- The TDM plan should be monitored and adjusted to improve performance over time. Likewise, trip reduction goals need to be phased in so that they remain realistic and achievable, and

adjustments should be made to better tailor programs to actual usage and the evolving demographics of the site and transportation options that serve the site.

TDM APPROACH

The project would support larger City goals, objectives, and the San Francisco TDM Ordinance which determines the strength and types of TDM measures that are necessary for developments. This TDM plan supports current project design and transportation components identified in the Public Draft EIR and Rebuild Potrero and complements these transportation improvements. In addition, this TDM plan specifies how demand management strategies can be applied, how they can quantifiably reduce auto traffic demand, and how these strategies can be measured.

BRIDGE Housing will develop and manage all of the below market rate housing sites, however, parcels planned for market rate housing may be developed by third party developers who would plan, develop, and manage these portions of the project.

The Draft TDM Menu of Options was used to guide the development of this TDM plan. Specific elements of the proposed TDM plan will be implemented on a sitewide basis and are presented as a Sitewide TDM Package in Chapter 3. An additional package of TDM measures is presented in Chapter 4; implementation of these measures will be required by all market rate development. The sitewide TDM package includes improvements to the developments' public spaces, communication, and monitoring that will be implemented by BRIDGE Housing, its affiliate, or designated management association. Building-specific measures are also included in the sitewide TDM package and all developments on the site will be required to implement these measures. BRIDGE Housing would implement all of the building specific, sitewide measures for 100% below market rate developments; future market rate developers would be required to implement all sitewide, building specific measures as well as the additional measures included in the Market Rate Development TDM Package. Measures included in both the sitewide and market rate TDM packages will be implemented as buildings are occupied. Table 5 shows the proposed TDM measures and whether the TDM measure is required under the Sitewide TDM Package or the Market Rate Development TDM Package.

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Table 5 Draft TDM Menu of Options for and Required Implementations

TDM Measure	Sitewide TDM Measure	Building Specific, Market Rate Housing TDM Measure
Bicycle Parking	●	
Bicycle Repair Station		●
Car Share Parking	●	
Car Share Membership		●
Family TDM Amenities	●	
On-Site Childcare	●	
Contributions or Incentives for Sustainable Transportation		●
Multimodal Wayfinding Signage	●	
Real Time Transportation Information Displays		●
Tailored Transportation Marketing Services	●	
On-Site Affordable Housing	●	
Unbundle Parking	●	
Parking Supply	●	

3 SITEWIDE TDM PACKAGE

This TDM Package focuses on three overarching strategies: information and marketing, resident services, and parking management. TDM measures outlined in the Sitewide Package apply to all buildings in the development (regardless of their rental rate). In addition to site residents, employees of commercial and community spaces within the development are eligible for all applicable sitewide measures, such as welcome packets, bicycle parking, and car share access.

A package of additional requirements for market rate developers is provided in Chapter 4.

COMMUNICATIONS AND INFORMATION

Effective marketing and management of the TDM programs are essential to their success. If residents, employees, and the general public are unaware of the available transportation options and programs, they will not take advantage of them. Ongoing and tailored marketing efforts will be needed to ensure that programs are well utilized. Similarly, active management of the TDM programs by dedicated staff is needed to implement, tailor, and refine the programs and services to best meet the needs of the community.

Tailored Transportation Marketing

Information on transportation options and/or links to the appropriate website and/or app will be distributed to all prospective residential tenants and all prospective employees who receive an offer to work within the development. It will also be included as a component of resident and employee welcome packets or employee orientation. Furthermore, information and/or links will be posted in prominent locations for all residents and employees, such as apartment lobbies, bus stops, and/or lunchrooms.

In accordance with the San Francisco Transportation Demand Management Measures, the development project shall provide individualized, tailored marketing and communication campaigns to encourage the use of sustainable transportation modes. Marketing services will be provided by the TDM Coordinator and will include:

1. **Promotions.** The TDM coordinator shall develop and deploy promotions to encourage use of sustainable transportation modes. This includes targeted messaging and communication campaigns, incentives and contests, and other creative strategies.
2. **Welcome Packets.** New residents and employees shall be provided with tailored marketing information about sustainable transportation options associated with accessing the project site (e.g., specific transit routes and schedules; bicycle routes; carpooling programs, etc.) as part of the welcome packet. For employees, the packet should reflect options for major commute origins. New residents and employees shall also be offered the opportunity for a one-on-one consultation about their transportation options.

TDM Coordinator

Transportation Coordinators implement TDM strategies and oversee the management and marketing of TDM programs. Additionally, the TDM Coordinator will oversee the monitoring and reporting of the TDM Program at the Potrero Hill site.

BRIDGE Housing, its affiliate, or designated management association, will hire an outside consultant to serve as the Transportation Coordinator for the entire development. The role of this position will be to coordinate all transportation communication, to implement TDM programs, and to comply with compliance monitoring and reporting requirements for the entire site (both market rate and affordable developments). Because the proposed development is planned to develop in multiple stages, this position will scale overtime to reflect the Potrero Hill Development's occupancy and will exist for the lifetime of the project.

Below is an overview of possible information distribution approaches that may be considered by the sitewide TDM Coordinator.

Resident and Employee Guide

At initial lease signing or renewal (for dwelling units) and upon hire (for non-residential development) an up-to-date transportation reference guide will be distributed either in print or electronically to all new residents and employees; updates to the handbook will be provided as service changes occur. This information should also be posted on the development site website. The handbook should include the following information:

- Transportation Coordinator contact information
- Commute trip planning information, including application information for relevant ride matching or dynamic carpool services (e.g. MTC ride matching program, Lyft carpool pilot program, etc.)
- Local transit options and schedules, including links to Muni and Caltrain schedules/route maps and the online BART schedule and trip planner app

Information distributed to Below Market Rate residential units will also include information on eligibility requirements and required forms for Muni discount passes including lifeline passes, low-income monthly passes, and free Muni for youth/senior passes.

Website (initial) and Smartphone App (long-term)

Creating a website or smartphone app that serves as a comprehensive source of transportation and TDM information has proven highly effective in raising awareness of alternatives to drive-alone mobility and commute options. Such tools can provide specific information on costs, benefits, and multimodal options available to employees and residents as well as links to citywide or regional information. Figure 6 on the following page provides an example of these types of websites.

Depending on financial feasibility, a smartphone app or other web based information services may be considered by BRIDGE Housing to provide transportation information for local and regional transportation options.

Figure 6 Example of Transportation Website (Mountain View)



www.mvgo.org

Wayfinding

Providing signage or intrinsic wayfinding to direct people to nearby services, access routes, and non-driving transportation options makes the surrounding area more navigable. Establishing a wayfinding system throughout the project site, or near key access points, provides clear directions to key destinations and encourages the use of active or public transportation modes for short trips. In accordance with the San Francisco Transportation Demand Management Measures, the development project shall provide multimodal wayfinding signage in key locations to support access to transportation services and infrastructure, including:

- Transit;
- Bike share;
- Carshare parking;
- Bicycle parking and amenities;
- Showers and lockers;
- Taxi stands; and
- Shuttle/carpool/vanpool pick-up/drop-off locations.

As the master developer, BRIDGE Housing will establish wayfinding to key destinations within the project site, such as the main corridor along 24th Street, and nearby transit stops. Wayfinding may include intrinsic wayfinding provided by view sheds of locations (such as the Bay) or destinations such as bus stops or train stations.

RESIDENT SERVICES

This section describes the TDM measures and policies that BRIDGE Housing will require to be implemented as part of the development of the project site. Since some of these measures will require coordination with and input from the City of San Francisco and future tenants; the exact parameters of a given measure may evolve over time or be determined at a later time.

Vehicle Sharing

Car sharing programs allow people to have on-demand access to a shared fleet of vehicles on an as-needed basis. Car sharing has been shown to significantly reduce vehicle ownership and vehicle miles traveled (VMT). Making these vehicles accessible to residents increases the vehicle availability for non-car owners, and reduces the need for households to own more than one vehicle.

A Transit Cooperative Research Program (TCRP) publication “Car-Sharing: Where and How it Succeeds” provided a comprehensive evaluation of the effects of car sharing programs throughout the U.S. and importantly, the effects on users of such programs. The empirical study findings indicated that on average, about 20% of car sharing members give up their car (or a second or third vehicle) and about 40% of members forego purchasing a new car. The report also discusses the financial incentives or cost savings for developers by installing car share parking spaces. While the study results may reflect some self-selection bias, providing car share parking spaces can reduce the overall need for parking spaces and reduce the overall project operating and maintenance costs. Fewer parking spaces also results in lower trip generation and traffic impacts on the surrounding neighborhood. Cost savings to developers can be reallocated to an investment in car sharing and related membership for future residents and businesses on the property.¹⁴

Two potential car share operators are City CarShare¹⁵ and Zipcar¹⁶. Scoot¹⁷ is another potential operator and provides flexible electric motor scooter share in the Bay Area. Other car share services, such as point-to-point (such as car2go) or peer-to-peer (such as Getaround), are also opportunities to reduce residents’ need for private vehicles. These services would be offered by a private vendor.

The project is required to meet a car share ratio of one (1) car share parking space for every 80 dwelling units, and one (1) car share space for each 20,000 square feet of occupied retail space. Car share may be located in both on- and off-street parking spaces to increase their visibility and access with supply aggregated instead of assigned to each individual building. Car share parking spaces may be placed in priority parking areas (on-street spaces close to entrances). If peer-to-peer programs are pursued, priority parking for participating shared vehicles should be considered, as well. Additionally, this program should maintain flexibility to increase the number of vehicles as development occurs and demand shifts.

Bicycle Parking

Making non-recreation trips of any purpose by bike can reduce household costs and improve health outcomes. However, purchasing a bike can be a significant financial investment for many. As such, even a small chance of theft can reduce bicycle trips when all parking options leave bikes exposed to the

¹⁴ Transportation Cooperative Research Program (TCRP) Report 108, *Car-Sharing: Where and How it Succeeds*, 2005.

¹⁵ www.citycarshare.org

¹⁶ www.zipcar.com

¹⁷ <https://scoot.co/>

elements. Secure parking, bicycle lockers, and in-unit bicycle nooks (Class 2) offer more protection from theft and vandalism when compared to standard bicycle racks (Class 1).

In addition to the provisions above, vertical developments that include retail or commercial space shall provide one (1) Class 1 space for every 3,750 square feet of occupied retail space. All Class 1 spaces provided for retail uses shall be made publically available at well-lit, highly visible, and conveniently located retail or community destinations to promote bicycle use by visitors. Developments that include retail will also provide one (1) Class 2 space for every 750 square feet of occupied retail space; or five percent of the maximum number of visitors which the project is designed to accommodate, whichever is less. Provisions shall be made that a share of Class 2 spaces are located within a reasonable distance of electrical outlets to allow for charging of e-bikes.

The Special Use District (SUD) and the Development Agreement will govern the number of bicycle parking spaces required at the project site. Per the parameters of the SUD, buildings containing 100 or fewer dwelling units shall provide one (1) Class 1 bicycle parking space for every two (2) units. Buildings containing more than 100 dwelling units shall provide 50 Class 1 spaces plus one (1) Class 1 space for every eight (8) dwelling units over 100, and one (1) Class 2 space for every 20 dwelling units.

Family TDM Amenities

All vertical developers shall provide a secure location for storage of personal car seats, strollers, and cargo bicycles or other large bicycles at all buildings on the site. Secure personal car seat storage should be located adjacent to off-street car share parking space(s).

On-site Childcare

On-site childcare facilities can reduce commuting distances between households, places of employment, and childcare. As the master developer, BRIDGE Housing will provide an on-site childcare facility as part of the Master Plan.

On-site Affordable Housing

Research indicates that affordable housing units generate fewer trips than market rate housing units. Affordable housing requirements for the overall site shall be met by BRIDGE Housing through the provision of affordable units as stated in the Project Description and Developer Agreement.

PARKING MANAGEMENT

Automobile parking is necessary for the successful development of the project. However, too much parking causes higher rates of traffic and safety risks, undermines other TDM strategies, increases project costs, and negatively impacts walkable and aesthetically pleasing site design. Finding the right balance needed to support the City's goals is critical, particularly given that parking is an expensive resource to provide. The role of parking and parking management is also a key element to helping the Potrero Hill Development reduce vehicle trips. If free and unregulated parking is provided, there is little incentive for many residents to use alternative modes of transportation.

The parking management strategies presented are designed to help ensure that there are enough parking spaces to support functioning of the site, while not providing more parking than necessary. Balancing these factors will help achieve trip reduction goals, reduce development costs, and support the success of a pedestrian-friendly environment.

Parking Supply

The Special Use District (SUD) and the Development Agreement will govern the number of parking spaces required at the project site. Per the parameters of the SUD, there is no minimum off-street parking requirement for any use in the district. Upon completion of the Project, the number of off-street parking spaces within the SUD shall not exceed: one parking space per market rate residential dwelling unit; plus one parking space per 500 square feet of occupied commercial, institutional, and community facility space.

BRIDGE Housing will provide a maximum parking ratio of 0.5 off-street parking for all affordable housing units. Market rate developments will provide a maximum of 0.75 parking spaces for every one market rate residential unit. Parking supply may be aggregated though total will not exceed these maximums.

Unbundled Parking for Residents

Parking construction and operating costs are generally subsumed into the price of housing. Although the cost of parking is often hidden in this way, parking is never free. Instead, the cost to construct and maintain the “free” parking is included in the cost to buy or rent housing.

The SUD requires all spaces be unbundled and sold or rented separately.

The unbundled parking policy provides a financial incentive to residents to use only the amount of parking they need. For residential development, unbundled parking may prompt some residents to dispense with one of their cars and to make more of their trips by other modes. Among households with below-average vehicle ownership rates (e.g., low-income households, students, singles, seniors, etc.), unbundled parking can also provide a substantial financial benefit that increases housing affordability.

With adequate on-street parking proposed for the project, this program may require restricting on-street parking during certain hours.

BRIDGE Housing will require that all off-street parking spaces be unbundled and require that each space be rented separately.¹⁸

¹⁸ Rental rates for unbundled parking in affordable housing developments will be governed by the regulations imposed by financing sources, including those imposed by the California Tax Credit Allocation Committee.

4 MARKET RATE TDM PACKAGE

Market rate developments built on the project site are required to comply with all of the TDM measures included in this section, in addition to any building specific measures included in the sitewide TDM measures listed in Chapter 3. In meeting this agreement, future market rate developers will be in compliance with the City's TDM Ordinance. In coordination with the City, the measures outlined within this package may be conditionally substituted if the developer can demonstrate that alternative measures would result in a comparable reduction in vehicle trips. Although the following measures are not required for BRIDGE Housing as affordable housing developer, BRIDGE Housing will make efforts to include these measures in all affordable developments, contingent on the availability of subsidies or operating budgets.

INFORMATION AND MARKETING

Resident Guide

In addition to the items covered in the resident and employee guide required under the Sitewide TDM Package (see Chapter 3), handbooks for market rate residents shall include the following information:

- Subsidies or financial incentives provided through the TDM program, and instructions on how to access them, forms, etc.

Real Time Transportation Information

Market rate developers shall provide real time transportation information on displays (e.g., large television screens or computer monitors) in prominent locations (e.g., entry/exit areas, lobbies, elevator bays) on the project site to highlight sustainable transportation options and support informed trip-making. At minimum, screens should be provided at each major entry/exit.

The displays shall include real time information on sustainable transportation options in the vicinity of the project site, which may include, but are not limited to, transit arrivals and departures for nearby transit routes, walking times to those locations, and the availability of car share vehicles, shared bicycles, and shared scooters.

RESIDENT SERVICES

Contributions or Incentives for Sustainable Transportation

Market rate developers shall offer contributions of no less than 50% of a year's cost of a Muni "M" pass for sustainable transportation options to each dwelling unit and/or employee, at least once annually, for the life of the project. Contributions will be provided in the form of untaxed e-cash loaded onto a Clipper Card. The percent contribution shall be increased annually to reflect the two-year average consumer price

index change for the San Francisco/San Jose Primary Metropolitan Statistical Area or the change in the cost of a monthly Muni only “M” pass, whichever is less. In addition, the property owner may consider providing contributions for TNC credits to subsidize shared rides such as Lyft Line and uberPOOL to transit stations.

Bike Repair Station

Providing basic tools for keeping bikes in good working order can encourage commuters to try biking to work, and keep them riding. Under the parameters of the TDM Ordinance, each market rate developer shall provide at minimum one (1) bicycle repair station consisting of a designated, secure area within a building, such as a bicycle storage room or parking garage, where bicycle maintenance tools and supplies are readily available on a permanent basis. Tools and supplies should include, at minimum, those necessary for fixing a flat tire, adjusting a chain, and performing other basic bicycle maintenance. Other available tools should include a bicycle pump, wrenches, a chain tool, lubricants, tire levers, hex keys/Allen wrenches, torx keys, screwdrivers, and spoke wrenches.

Vehicle Share Memberships

In addition to meeting the requirement for providing vehicle share parking included in the sitewide TDM package (see Chapter 3), market rate developers shall provide fully subsidized car share memberships on a one-to-one basis per dwelling unit, as outline in the TDM Ordinance. Memberships should be offered at least once annually to each dwelling unit and/or employee for the life of the project. The cost of the membership shall be determined at the time of project approval and increased annually to reflect the two-year average consumer price index change for the San Francisco/San Jose Primary Metropolitan Statistical Area or the change in the cost of the membership, whichever is less. Residents and/or employees shall pay all other costs associated with car share usage, including hourly fees.

PARKING MANGANGEMENT

In addition to the unbundled parking requirements included in the sitewide TDM package (see Chapter 3) future market rate developers will also provide options for tenants to pay an additional fee for designated/reserved parking spaces. Additionally, the unbundling of parking spaces in market rate developments will be implemented as follows:

- Spaces shall be leased not sold. Month-to-month leases provide flexibility for residents and property owners.
- Leasing rates will be adjusted as needed to manage parking demand. Prices will reflect the market for parking and be used to restrict demand to available supply.
- Where there are fewer parking spaces than units, the parking spaces shall be offered to the potential buyers or renters of the units with more bedrooms first.
- Surplus spaces may be rented out to non-residents or non-tenants with the provision that such spaces must be vacated on 30-day notice if they become needed as determined by individual property managers.

Any inclusionary affordable units located in market rate developments will be required to unbundle parking for these units and rent these spaces at a reduced rate that reflects the reduction ratio of rents between affordable and market rate units.¹⁹

¹⁹ Section 167 of the San Francisco Planning Code

5 TRIP REDUCTION ANALYSIS

There are challenges inherent in trying to estimate the effects of any one TDM investment. While research on vehicle trip reduction strategies often attempts to isolate the stand-alone effects of implementing such policies and programs to understand the actual relationship between specific strategies and travel behavior, it is difficult to isolate these effects. In practice, TDM measures are implemented concurrently, as they are synergistic.

This TDM plan includes a variety of measures that have been researched by the California Air Pollution Control Officers Association (CAPCOA). In a 2010 report, CAPCOA presents a way to quantify the total impact of different strategies implemented together in various areas and communities throughout the country. The CAPCOA report is based on an extensive literature review of the effectiveness of TDM and other GHG-reduction strategies implemented across the US, and provides clear guidance on the assumptions and limitations of each measure.

Other TDM measures included in this Plan do not have quantified trip reduction estimates, though they have been included in the San Francisco TDM Ordinance Menu of Options. While no trip reduction credit is included in the calculations, these measures are therefore expected to further reduce vehicle trips associated with residential developments in the City of San Francisco.

TDM strategies are not additive but rather complementary and synergistic. When additional measures are implemented, the marginal benefit of each new program diminishes because the baseline it is working from has already been reduced by prior strategies. This means that if one implements 11 strategies, with each estimated to reduce trip-making by 10%, one would not expect a 110% overall reduction in trip-making (rather, it would be 69%, see methodology below). To prevent this kind of result, the CAPCOA methodology includes maximum reduction levels associated with each category of strategies, based on existing research. For example, parking policy and pricing strategies can achieve a maximum reduction of 20%. This is separate from the impact of other TDM strategies, which can achieve a combined maximum reduction of 15%.

In general, the calculation is as follows²⁰:

$$\text{Trip Reduction Estimate} = 1 - (1 - \text{Parking Reduction}) * (1 - \text{Other TDM Reduction})$$

Multiple trip reduction components are calculated in a similar way. For instance:

$$\text{Trip Reduction Estimate} = 1 - (1 - \text{Strategy \#1 Reduction}) * (1 - \text{Strategy \#2 Reduction}) * \dots \text{etc}$$

²⁰ For further explanation of the other variable involved in trip reduction calculations, please refer to Chart 6-2 of the CAPCOA Quantifying Greenhouse Gas Mitigation Measures Handbook, August 2010. Attached in Appendix.

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Although the difference between this approach and a simple additive method is small, it has larger implications as the scale of the project increases. In addition, implementation of these strategies is often staggered, complicating the estimation of when these trip reduction strategies fully take effect.

Table 6 provides a summary of the potential range of reductions in trips associated with each of the TDM measures included in this plan. Our analysis tailored these measures to the proposed project land uses, and surrounding land use and transportation context.

Table 6 Potential Trip Reduction based on CAPCOA

TDM Measure	Estimated Trip Reduction Range
Bicycle Parking	<1%
Bicycle Repair Station	<i>No available data, this measure was not evaluated</i>
Car Share Parking	1% - 5%
Car Share Membership	0.4% - 0.7%
Family TDM Amenities	<i>No available data, this measure was not evaluated</i>
On-Site Childcare	A mix of land uses can result in up to 30% trip reduction.
Contributions or Incentives for Sustainable Transportation	0.3% - 20%
Multimodal Wayfinding Signage	<i>No available data, this measure was not evaluated</i>
Real Time Transportation Information Displays	Included in Marketing Services
Tailored Transportation Marketing Services	0.8% - 2%
On-Site Affordable Housing	0% - 4%
Unbundle Parking	2.6% - 13%
Parking Supply	<20% reduction (dependent on properly managed on-street parking supply)

The measures included in both the sitewide and market rate TDM packages will be implemented at the time each building is completed and will be scaled with the project. Though the Potrero Hill Development has a stated 15% vehicle trip reduction target, BRIDGE Housing, its affiliate, or designated management association will strive to achieve a 17% vehicle trip reduction through the implementation of this TDM plan.

6 MONITORING

A robust monitoring program is key to the success of the project's TDM Program. Monitoring allows the City of San Francisco and BRIDGE Housing to specifically determine trip reductions and qualitatively assess how the programs offered are meeting the needs of residents and employees. The Potrero Hill Development is planned to be constructed in five phases. Phases 1 and 2, located at the southern end of the site, will include approximately 266 residential units; Phase 3 located at the northern end of the site and adjacent to the Potrero Rec Center will include 350 dwelling units; and Phases 4 and 5 which together comprise the major phase of development connecting the earlier phases to the south and north, will include approximately 1,000 dwelling units. As stated, at full build out, the site has a target of achieving a 15% PM peak hour (4:00 PM – 6:00 PM) vehicle trip reduction from EIR. Table 7 provides the estimated number of trips based on EIR for each phase, as well as target number of trips for each phase based on a 15% reduction. Compliance of this TDM Plan is defined as achieving no more than 5% greater than the trip maximum during the first survey after project completion (795 PM peak period auto trips) and reducing that to the 15% target by the second survey after project completion (757 trips).

Table 7 Compliance Target

Phase	Planned Units to be Completed Per Phase	Cumulative Planned Units Completed	Percent Complete	EIR Trip Estimates	Trip Cap (15% Trip Reduction Target)	Threshold of Compliance
Phase 1 and 2	266	266	16%	147	125	N/A
Phase 3	350	616	38%	340	289	N/A
Phase 4 and 5	1,000	1,616	100%	891	757	795

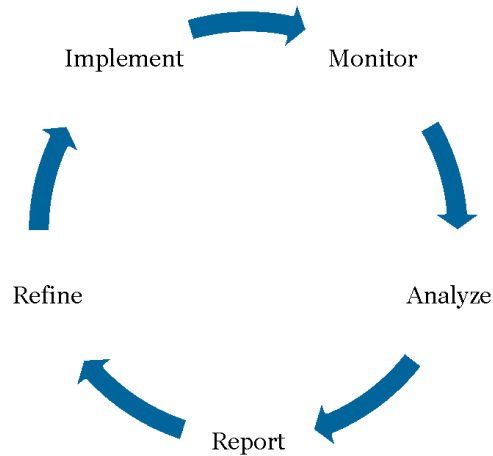
The objectives of the annual monitoring program are:

- To measure progress towards achieving, or retaining, compliance with the Plan goals to reduce automobile trips, enhance resident experience, and build community; and
- To identify the most and least effective TDM strategies, so that the former can be strengthened and the latter can be replaced or significantly improved.

Ongoing monitoring by the TDM Coordinator will enable the City of San Francisco and BRIDGE Housing to determine if the effectiveness of the program is growing over time or if adjustments are needed to improve the performance of the TDM program.

MONITORING APPROACH AND PROCESS

The recommended monitoring approach and process for the project is illustrated below:



Monitoring Plan

BRIDGE Housing, via the TDM Coordinator, will develop a data collection plan for traffic/bike/pedestrian counts, parking occupancy surveys, and an employee/resident survey. These materials will be updated according to City documentation, and will facilitate consistent data collection and analysis over the life of the project.

Monitoring of travel behaviors on site will begin within 18 months of completion of Phase 2 of the Potrero Hill Development, after which monitoring will occur on an annual basis as outlined below. BRIDGE Housing, its affiliate, or designated management company, provides the City the right to collect supplemental data on development and/or community activity with coordination with BRIDGE Housing and the site Coordinator.

Data should be collected over a one-week period during the fall or spring during a “typical week”—one in which there are no holidays, major events, or inclement weather. Data collection should be done during the same month each year. The following data will be collected per City standards:

- Information on TDM program implementation as required by the San Francisco TDM Ordinance;
- Vehicle traffic counts at all entry and exit points to the site during the morning and evening peak-hours;
- Sampling counts to determine automobile occupancies and carpool rates;
- Bicycle and pedestrian counts along key facilities or at gateways;
- Parking occupancy for public and private, on- and off-street facilities; and
- Resident and employee travel and TDM surveys will be conducted every two years, through hard copy, web-based, and/or intercept survey methods that work with the needs of the residents. The TDM Coordinator will make sure the survey is distributed to all residents and employees, with a goal of a 60% response rate.

The TDM Coordinator will be responsible for overseeing this effort and reporting results to the SFMTA and OEWD. The monitoring and reporting schedule is outlined below²¹:

- Within 30 days of the 18-month anniversary of the issuance of the Certificate of Occupancy of the 850th unit constructed on site, upon which the Project will be 50% complete;
- Annually, following the initial report listed above; and
- One submittal every three years, if the project is in good standing and has met all reporting requirements for five consecutive years.
- If any report demonstrates that the project exceeds its trip cap, the project must:
 - Work with the City to develop an actionable plan that revises its approach to TDM
 - Implement the revised TDM plan
 - Return to annual reporting until it has demonstrated compliance for five consecutive years

Data Analysis

The TDM Coordinator will analyze the data collected to measure the following metrics and following City standards:

- Peak hour vehicle traffic counts compared with the peak-hour baseline trip generation for residential and non-residential land uses;
- Employee and resident mode split;
- Participation rates in TDM programs and services;
- Parking utilization throughout the day at public/private on- and off-street facilities;
- Vehicle ownership for residential land uses;
- TDM program awareness; and
- Cost-effectiveness of the TDM program.

In monitoring project-related vehicle trips, it is strongly recommended that the monitoring program evaluate the site's trips in the aggregate, and not try to differentiate trip type. From a practical perspective, trying to monitor "commercial" or "residential" trips will likely prove problematic. The surveys would provide a more appropriate method by which to determine mode split and travel behavior by user group or specific building/tenant.

In addition, the data collection and analysis process will enable BRIDGE Housing or a future management association to gather more qualitative data, such as employee and resident feedback on what programs they are using, what is working well, and how programs can be improved.

The data can be analyzed and cross-referenced to derive information such as by what mode employees and residents of the project travel for various trip purposes; the frequency of travel by a mode other than the single-occupant-vehicle; or which TDM services employees and residents use and why (and vice versa). This data can be further cross-referenced with demographic data to classify travel characteristics by personal and household characteristics such as occupation, income, vehicle ownership, vehicle availability, place of residence, and household size. Cross-referencing is valuable in targeting specific groups with programs designed to meet their needs.

²¹ San Francisco Municipal Transportation Agency, DRAFT *Standards for the Transportation Demand Management Program*, July 2016.

Refine and Implement

As needed, and based on the trip generation and travel behavior findings, an annual detailed refinement plan may be developed to identify how to improve performance of the program so as to reasonably meet program goals. The refinement plan may include detailed implementation steps for program refinements, including required actions and timelines for property owners, businesses, tenants, and residential associations, as appropriate.

At this time, it is not possible or prudent to define exactly how the program can and should be revised if vehicle trips are not reasonably reduced. Refinements to the TDM plan will need to be developed based on trip counts, survey data, and detailed information regarding travel behavior of residents, employees, and visitors. Potential revisions to the TDM plan could include:

- Increased financial subsidies for transit, biking, walking, or ridesharing and/or direct financial payments to reduce single-occupancy vehicle trips;
- Improved and diversified parking management, including increasing parking fees;
- Enhanced marketing and promotion of TDM programs;
- Expanded car sharing services;
- Additional investment in transit, biking, and walking infrastructure;
- Increased on-site TDM staffing levels;
- Administrative changes to ensure that programs are as user-friendly as possible to use; and/or
- Other measures or application of technological advances determined to be appropriate by BRIDGE Housing or future property management, and the City.

EXHIBIT N

PUBLIC OPEN SPACE IMPROVEMENTS AND PARK DEDICATION PROCESS

POTRERO OPEN SPACE AND RECREATIONAL FACILITIES

1. General Terms

- a. The Project includes the development of new publicly-accessible open spaces and recreational facilities (collectively, “open spaces”) as listed in Table 1 and as identified in Exhibit E (List of Improvements), and as further detailed in the Potrero Design Standards and Guidelines (“DSG”).
- b. The Parties agree that Central Park is appropriate for possible ownership by the San Francisco Recreation and Park Department (“RPD”). If the Developer identifies additional open spaces that could be owned by RPD, the Developer shall inform RPD of that intent before submitting the Development Phase Applications that contain such open spaces. If RPD agrees that the additional open space is suitable for possible transfer to RPD, then the parties shall follow a process that is substantially the same as the process outlined for Central Park in the sections below.
- c. Design & Construction
 - i. The Developer is responsible for the development (including all design, engineering, construction and installation) of all Project open spaces, and all associated costs thereof. Open spaces shall comply with all applicable laws, Basic Approvals, Implementing Approvals, and environmental controls such as the DSG, FEIR/EIS and Master Infrastructure Plan.
 - ii. Open spaces that are not proposed to be owned by RPD shall undergo review and approval pursuant to the Design Review process outlined in the Potrero SUD and in Exhibit K (Development of Project and Phase Application Process). As described in Exhibit K, the Developer will submit designs of each of the proposed open spaces through the Design Review process. Through the Design Review process and in coordination with the Planning Department, the RPD General Manager or his/her designee will review and comment on designs of proposed privately owned publicly accessible open space improvements and/or public infrastructure elements that encroach on existing or proposed RPD property.
 - iii. For Central Park and any other open space that is proposed to be owned by RPD, the Developer shall follow the review and approval procedures outlined in this Exhibit N.

- iv. RPD review is intended to promote integration with, and consistency to, adjacent RPD parks and open spaces, particularly Potrero Hill Rec Center. The Developer will work with RPD to ensure that the character of new open spaces and recreational facilities complement existing and proposed RPD facilities and RPD recreational goals.
- d. Operations & Maintenance
 - i. Open spaces owned by RPD shall be operated solely by RPD. However, the Developer shall be required to enter into maintenance agreements as described herein.
 - ii. Open spaces retained by Developer or Developer’s agent/assignee shall be operated per the terms outlined in Exhibit G (Regulations Regarding Access and Maintenance of Privately Owned Community Improvements). The Developer shall outline a programming plan for each open space under its control, including funding source(s) and external partnerships, for review by the San Francisco Mayor’s Office of Housing and Community Development (“MOHCD”) and RPD prior to the completion of each open space.
 - iii. Prior to initiating the process for Public Control of Central Park described below under Section 2 of this Exhibit N, the Developer will confirm in writing that the Annual Maintenance Cost for Central Park can be fully funded by site-generated revenue.
- e. If the Parties acting in good faith cannot reasonably come to agreement while implementing the outlined processes, and attempts at informal dispute resolution fail, then RPD will not agree to accept responsibility for Central Park. The City, led by the Planning Department, shall have the opportunity to establish other avenues for public control of the park prior to the Developer electing to retain control, and such processes will substantially conform to the roles, terms, and timelines outlined in Exhibit K (Project Development and Phase Application Process), including Section 7 Cooperation, subsections 7(c) and 7(e).
- f. In the event of non-agreement by the Parties, the park will be subject to the conditions outlined in Exhibit G (Regulations Regarding Access and Maintenance of Privately-Owned Community Improvements), and the park will have full public access regardless of ownership.

Table 1.

Open Space	Intended Ownership	Intended Operations & Management Responsibility
Central Park	SF Recreation and Park Department	SF Recreation and Park Department

Open Space	Intended Ownership	Intended Operations & Management Responsibility
25 th and Connecticut Mini Park	A Management Association established by the Developer for the purpose of ownership and maintenance of open space.	A Management Association established by the Developer for the purpose of ownership and maintenance of open space.
Connecticut Park Terraces		
24 th Street Squiggle Park		
Texas Street Edible Garden		
23rd Street Stair & Overlook		
Gateway Open Space		

2. Process for Public Control of Central Park

a. As shown in Exhibit B Site Plan, Central Park is located on 24th Street in the heart of the Project’s new retail/community corridor and is bounded by 24th Street, 24 ½ Street, Missouri Street and the Connecticut Park Terrace. Central Park does not include the adjacent Connecticut Park Terraces.

b. Park Design Review Process

- i. A minimum of nine months prior to the submittal of the Phase Application that contains Central Park, Developer shall inform RPD in writing whether it intends to proceed with the proposed RPD ownership of Central Park. If the developer declines to proceed, RPD shall have no further obligations under this Exhibit N. This indication shall not alter the Planning Department’s review or approval of the Phase Application.
- ii. A minimum of six months prior to submittal of the Phase Application that contains Central Park, the Developer and RPD shall enter into a design services contract, described in Section (c) below, to outline the scope of services, costs, and timeline for design of the park, and to retain an independent consultant or consultant team to produce a concept plan for presentation to the Recreation and Park Commission. The consultant shall be vetted and approved by RPD in advance. The scope of the contract will be reviewed and approved by MOHCD. The scope of the contract shall include, without limitation, the following:
 - Analysis and presentation of constraints and opportunities of the park site, including topography, sunlight, views, neighboring uses, and access;

- Collaboration with RPD staff to develop concept plan options for the park design;
 - Preparation of schematic plans, perspectives, and renderings as needed to illustrate conceptual options for the park design;
 - Cost estimates for construction of one draft Concept Plan, a Final Conceptual Design, and maintenance costs based on the Final Conceptual Design;
 - Preparation of a Final Conceptual Design for consideration and approval by the RPD Commission;
 - Preparation of construction documents for review and approval by RPD operations and maintenance staff at 30-60-90% of completion.
- iii. RPD shall lead a design review process, in collaboration with the Developer and consultant, to refine the conceptual design included in the DSG and develop a Final Conceptual Design for Central Park. This design review process shall supplant the requirements for Design Review approval of Community Improvements outlined in Exhibit K (Development of Project and Phase Application Process). As part of the design review process:
1. RPD shall conduct community outreach in concert with the Developer to solicit public feedback on the design and program for Central Park and shall hold a minimum of three and maximum of five community meetings on the conceptual design.
 2. RPD may request modifications to the conceptual design during the design review process shall be guided by, without limitation, the following goals:
 - Park amenities that contribute to and complement those offered at other nearby parks, including the Potrero Hill Recreation Center;
 - Creation of unique identity and sense of place;
 - Creation of level area suitable for active uses and amenities well suited to serve the current and projected demographics of the area, such as a dog play area or children’s play area; and
 - Configuration, layout and materials selection consistent with RPD project standards, design guidelines and best practices for maintenance.

3. Developer shall prepare a budget of the estimated park development costs, Park Construction Budget, with the approval of MOHCD, as more fully described below.
- iv. During conceptual design development, the Developer shall seek and obtain advanced written approval from RPD staff of the design of any utility infrastructure or facilities planned to be built on, over, or beneath Central Park, regardless of whether they are designed to provide service to the park. It is anticipated that the Developer, with assistance from RPD, will establish non-exclusive maintenance access easement agreements with the parties responsible for maintaining those utilities that are not part of and do not serve Central Park.
 - v. Upon the fulfillment of the terms listed above, and approval from MOHCD, the Developer shall prepare and present a Final Conceptual Design to the Recreation and Park Commission for approval. The Parties intend that the design review and community outreach process, from execution of the design services contract through approval of the Final Conceptual Design, shall be conducted in an efficient and dedicated manner to last no longer than a period of 18 months. After approval of a Final Conceptual Design for Central Park, the Developer shall inform RPD in writing within 60 days whether it will proceed with the anticipated RPD ownership of the park. If the developer declines to pursue RPD ownership, RPD shall have no further obligations under this Exhibit N.
- c. RPD Funding Agreement
 - i. RPD's project management activities are City Costs, as defined in this Agreement, and shall be subject to reimbursement per the terms outlined in Section 6.10, City Cost Recovery. Developer, MOHCD, and RPD shall establish a funding agreement to support RPD project management activities during the park design review process, including RPD review and approval of the design services contract, outreach and facilitation of community meetings on park design, review of construction documents, and construction monitoring. The project management activities shall consist of the equivalent to 60 hours of the regular hourly employee pay rate with fringe benefits for a Project Manager I based on the actual cost at the date of the funding agreement, or design services contract, whichever is earlier.
 - d. Conceptual Design Cost Estimate
 - i. It is in the interest of all Parties to develop a cost estimate for park construction during the design review process to ensure the Developer

can meet its funding obligations and so that RPD can project appropriate maintenance costs for the future asset. The Developer shall identify a Park Construction Budget, defined below, that has been approved by MOHCD, at the outset of the design review process and the Parties will work together to establish methodology for updating the budget as the design progresses. Throughout the design review process, MOHCD, the Developer, and RPD shall negotiate in good faith to find design solutions that result in estimated development costs that are agreeable to the Parties.

- ii. The Park Construction Budget shall include all building materials and physical improvements to the land related to park facilities, all finish grading, direct labor costs for installation of the park improvements, a 10% park construction contingency, and an additional 2% for Public Art per SF Admin Code Sec. 3.19. but shall not include the cost of cut and fill, rough grading, the utility facilities required to serve the park site, or storm water management requirements for the Project as a whole.
- iii. The parties may modify the park design during the design review process. However, if the modifications would cause significant additional construction costs – i.e., if the Park Construction Budget would increase by greater than 15% per square foot – then the Developer, MOHCD, and RPD shall review the proposed modifications for feasibility. Developer shall disclose to RPD all documentation supporting its analysis of the Park Construction Budget. If the Parties disagree about whether a design recommended by RPD staff, including selected park features, can be built within the Park Construction Budget specified above, the parties shall meet and confer in good faith. If unable to resolve their disagreement, the Parties shall be required to jointly select a mediator to resolve the dispute.

e. Park Construction and RPD Acquisition

- i. If the Recreation and Park Commission approves the Final Conceptual Design, the Developer shall prepare and submit construction document submittals to RPD staff for review and approval at 30%, 60% and 90% completion.
- ii. RPD and Developer will agree to a schedule for review and approval of construction documents before Developer begins this detailed design work.
- iii. The Developer shall be responsible for obtaining any other City approvals that may be required in connection with the park design and development, including building permits and any other applicable

requirements or restrictions associated with environmental conditions on the site.

- iv. The mutually agreed construction documents shall be consistent with the Final Conceptual Design and utility facilities layout. The final construction documents shall be approved by the RPD General Manager by written notice prior to the commencement of construction.
- v. During the park construction period, RPD will conduct neutral-party construction monitoring to ensure that the park is being installed as it was approved by RPD. RPD overhead costs for this task will be reimbursed by the Developer. The Park Construction Budget shall be adjusted by a cost escalation factor of 5% for each 12-month period after the construction start date projected for Central Park by the Phase Application.
- vi. RPD, with assistance from the Department of Public Works Infrastructure Design and Construction Division, shall inspect the Park upon completion of construction. If RPD determines that the Park conforms to the approved construction documents, and all applicable laws and performance standards, then RPD shall issue a written notice to Developer that the park as constructed meets the agreed criteria. The Parties will then initiate the acquisition process, and RPD shall assume control of the underlying land and improvements, at no cost to RPD.
- vii. Upon transfer of ownership to RPD, Central Park will become an RPD park with all the ongoing maintenance, operations, costs management and programming requirements associated with an RPD-owned and operated facility.
- viii. Upon transfer of ownership to RPD, RPD holds the authority to select a final name for Central Park.

f. Maintenance Costs and Funding

- i. During the construction document review process, the Developer, MOHCD, and RPD will work collaboratively to determine an Annual Maintenance Payment for Central Park based on the Final Conceptual Design and construction documents. A Maintenance Agreement shall be executed prior to RPD's acceptance of the park. RPD will not be obligated to acquire the park until a Maintenance Agreement mutually agreed upon by the Parties is executed.
- ii. The Maintenance Agreement shall include an Annual Maintenance Payment, which shall cover RPD's costs to maintain the park for a period of 25 years from the date of RPD ownership in accordance with the park maintenance standards set forth in Proposition C or any successor

standards for maintenance of public parks that may be established by law or RPD policy (“Citywide Park Maintenance Standards”). Such maintenance shall include the services of gardeners, custodians, and security service, the provision of all required utility services, and capital renewal (repair or replacement of damaged or obsolete park improvements and equipment).

- iii. The Annual Maintenance Payment shall equal 4% (four percent) of the Total Replacement Value of the park. The Total Replacement Value shall be equal to the sum of (1) the Park Construction Budget as defined above, which shall constitute 70% of the Total Replacement Value; and (2) the estimated soft costs for permitting and design documents, which shall constitute the remaining 30% of the Total Replacement Value. The Annual Maintenance Payment shall be adjusted annually to reflect increases in labor and materials costs each year thereafter for the duration of the Maintenance Agreement, based on any increase in the CPI-U for the San Francisco Bay Area.
- iv. The City shall set aside and maintain the Maintenance Payments, together with any interest earned thereon, and any amount unspent or uncommitted at the end of the fiscal year shall be carried forward to the next fiscal year and, subject to the budgetary and fiscal limitations of the San Francisco Charter, shall be appropriated only for the purposes specified in this Section.
- v. The Parties anticipate that the Developer will satisfy its maintenance funding obligation by creating a Community Facilities District and/or a management association that will assess property owners in the Development Area. Accordingly, the Maintenance Agreement shall be included in the CC&Rs for any management association created for the Project, and shall be recorded against all parcels in the Project, and/or the obligations of the Maintenance Agreement shall be included as an obligation for any CFD established for the Development Area.

3. Process for Public Control of other Open Space and/or Recreational Facilities

- a. As the Project is implemented over time, the Parties may mutually agree that other planned open spaces and/or recreational facilities in the Project are suitable for public control.
- b. If this determination is made, or if a Party would like to explore the potential of public control, then the Parties shall meet in good faith to discuss whether to pursue public control of the asset. If the Parties decide to pursue public control,

they shall comply with a process that substantially conforms to the process outlined for Central Park above.

4. Improvements On or Encroaching On RPD Property

- a. As listed in Table 2 and further described in the DSG, there are a number of potential improvements adjacent to the Project that are within or adjacent to RPD property, such as the stair entrances into RPD’s Potrero Hill Recreation Center.
- b. The Developer will engage in the following coordination tasks with RPD for each of the potential improvements, if pursued, during Project implementation:
 - i. Consult with RPD staff on the layout and design of each improvement;
 - ii. Conduct a public outreach process to vet the improvements with the community to the satisfaction of RPD;
 - iii. Acquire Recreation and Park Commission approval of the Final Conceptual Design for each improvement prior to the start of construction; and
 - iv. Approve a Maintenance Agreement if the Developer is to contribute funding to maintain the improvement, as applicable.
- c. It is the mutual intent of the Parties that constructed improvements on RPD property be dedicated to, and accepted by, RPD at no cost to RPD. Upon dedication, these improvements will become RPD assets with all the ongoing maintenance, operations, costs management and programming requirements associated with an RPD-owned and operated asset.
- d. In 2017-2018, RPD intends to improve the Potrero Hill Recreation Center property, which improvements will likely include new and updated lighting between Arkansas and Missouri Streets. Should any of the improvements to, or encroachments on or adjacent to, the Potrero Hill Recreation Center property under the Potrero Project result in the need to relocate or replace the new lighting installed by RPD, the Developer agrees, in consultation with RPD, to relocate or replace the new lighting included in the RPD project to a location that serves the community’s long-term need for access to and through the park, and addresses nighttime safety within the park.

Table 2.

Potential Improvement	Public Access	Potential Ownership and Management
Connecticut and 23 rd Street park stair	RPD park hours	SF Recreation and Park Department

Potential Improvement	Public Access	Potential Ownership and Management
Missouri and 23 rd Street park stair	RPD park hours	SF Recreation and Park Department
Missouri and 22 rd Street park entrance	RPD park hours	SF Recreation and Park Department
Potrero Hill Recreation Center pathway lighting (initial installation by RPD)	RPD park hours	Depending on final location, SF Recreation and Park Department or SF Department of Public Works

EXHIBIT O

PUBLIC FINANCING

As described in Recital C of this Agreement, the Project is part of the HOPE SF Initiative. Since establishment of HOPE SF in 2007, the City has funded master planning and social services at the Project based on annual appropriations. Pursuant to Section 10.100-370 of the Administrative Code, it shall be City policy to appropriate General Fund dollars to the HOPE SF Fund, established as a category four fund, for the purpose of assisting in the replacement of distressed public housing projects in the City.

MOHCD and the City are committed to predevelopment and gap financing from the HOPE SF Fund and other funds, as appropriation allows, to cover the development cost of the infrastructure, preparation of market rate parcels, open space and affordable housing development at the Project Site and other costs incurred by the Developer related to obligations in this Agreement that are not covered by other funding sources.

1. Mutual Obligations

- a. The Parties agree to use reasonable good faith efforts to facilitate application for and obtaining authorization to utilize: (i) multi-family tax-exempt or taxable bond financing; (ii) low income housing tax credits; (iii) grants, subsidies, and residual receipt loans from public entities other than the City; and (iv) any other method of low-cost financing that may be available or become available.
- b. The Parties will use good faith best efforts to request and provide funding for the Project at such times and in such amounts as to allow development of the Project in accordance with the Phasing Plan.
- c. The Parties agree to prioritize the expedited full buildout of the Project to the extent public and other funds are available, in accordance with the Phasing Plan, as attached in Exhibit J. The parties will use best efforts to meet the following schedule:

Development Phase	Predevelopment Public Financing Commitment	Permanent (Gap) Public Financing Commitment
Parcel X	FY 2015-16	FY 2016-17
Phase 2, Block B	FY 2016-17	FY 2017-18
Phase 3, Blocks O, R	FY 2018-19	FY 2019-20
Phase 4, Block J1	FY 2020-21	FY 2021-22
Phase 5A, Blocks J2, M	FY 2021-22	FY 2023-24

Phase 5B, Blocks G, C	FY 2022-23	FY 2024-25
Phase 5C, Blocks D, H	FY 2023-24	FY 2025-26

- d. The City and the Master Developer agree that the preceding schedule reflects the parties’ desired timeline for the commitment of predevelopment and gap funding for all elements of the phase including infrastructure, vertical affordable housing development, vertical mixed use development, and open spaces.
- e. The Parties will update the Phasing Plan to reflect adjustments required to respond to material changes of critical path items, including but not limited to, major public financing applications and awards schedule in the availability of MOHCD and other public funds.

2. Developer’s Obligations to Receive Funding

- a. Developer must apply to MOHCD using the HOPE SF loan application for funds.
- b. Developer must remain in compliance with all previous loans received to date from the City for the Project Site.
- c. Developer must remain in compliance with the terms of the Development Agreement.
- d. Developer must apply, as required in executed Loan Agreements with the City, for other financing from such sources including but not limited to the California Tax Credit Allocation Committee, California Debt Allocation Committee, California Department of Housing and Community Development, and HUD.
- e. Developer must comply with the terms of the MDA with the SFHA.
- f. Developer must form necessary affiliates to receive funding as recommended by tax counsel.
- g. All entities formed to receive a loan from the City must be compliant with City vendor requirements and be approved as a vendor in order to receive funding.
- h. Developer is required to submit Development Phase Applications for all Phases that have received predevelopment funding commitments from MOHCD within 12 months of receiving such funding commitments.

3. Loan Approval Process

- a. Developer submits HOPE SF loan application for predevelopment or gap loan to MOHCD Project Manager.
- b. MOHCD Project Manager reviews application and evaluates the proposed project using the MOHCD Underwriting Guidelines, MOHCD Commercial Space Guidelines, MOHCD A&E Guidelines, MOCHD HOPE SF Developer Fee Policy and other applicable policies as amended from time to time.

- c. Upon satisfactory compliance with MOHCD Policies, the MOHCD Project Manager will submit the loan evaluation to the HOPE SF Loan Committee for approval.
- d. The HOPE SF Loan Committee in its sole discretion will approve or reject the loan evaluation.
- e. The loan process is the same for Infrastructure development (including the preparation of market rate parcels) and Affordable Housing development.
- f. The loan process may be amended or changed from time to time.
- g. City loans are typically non-recourse, non-amortizing loans, terms and conditions apply.
- h. City grants may be applicable for funding parts of the project.

4. City Obligations

- a. The City is not obligated to fund the funding applications.
- b. Any and all City funding commitments are contingent on the City's and/or MOHCD's annual or bi-annual budget approval process.
- c. The City intends to fund the projects to their full complete build out in accordance with the Phasing Plan.
- d. The City acknowledges that the Developer's ability to perform construction of Infrastructure, Affordable Buildings and associated demolition of existing buildings and relocation of existing residents pursuant to the Phasing Plan is predicated on receiving funds from the City.
- e. The City acknowledges the complexity of developing a site that is currently occupied and that will require the Developer to work effectively with multiple stakeholders, including SFHA and HUD.
- f. The City will provide ongoing updates to Developer regarding annual funding projections, potential and actual funding delays, and any opportunities for funding acceleration. If, at any time, City anticipates that funding for the Project may be delayed or unavailable, City will provide Developer with written notice thereof, and the parties shall meet and confer to discuss impacts to the Project as a result of funding delays, and to develop a strategy for the continued development of the Project.

EXHIBIT P
MASTER INFRASTRUCTURE PLAN

[see following page]



POTRERO HOPE SF | MASTER INFRASTRUCTURE PLAN

November 21, 2016

Prepared by:

**VAN METER
WILLIAMS
POLLACK** LLP

CARLILE • MACY

BRIDGE Housing

Van Meter Williams Pollack, LLP - Carlile Macy - BRIDGE Housing

With assistance from:

ENGEO

POTRERO HILL HOPE SF | MASTER INFRASTRUCTURE PLAN

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Figure 1.1 3D Rendering

1. INTRODUCTION / PROJECT DESCRIPTION

1.1 Purpose

This Master Infrastructure Plan (MIP) serves as an exhibit to the Development Agreement (DA) between BRIDGE Housing or its Assignees (Developer) and City and County of San Francisco (City). The DA outlines the infrastructure responsibilities of the City and the Developer. This Master Infrastructure Plan defines the site and infrastructure improvements required to construct the Potrero Hope SF Master Plan (Project), including Environmental Remediation, Demolition, Grading, Street and Transportation Improvements, Open Space and Park Improvements, Potable Water System, Combined Sewer System, Stormwater Management System, and Dry Joint Utility System, as well as associated responsible parties in charge of implementing and operating the improvements. The Inclusion of the MIP as an exhibit to the executed DA constitutes the vetting of the MIP by the various City departments responsible for approving elements of the design and construction of the Project Infrastructure. The area encompassing these infrastructure improvements consists of approximately 38-acres on the south side of Potrero Hill including the San Francisco Housing Authority Potrero Terrance and Annex parcels and the surrounding streets.

The overall project description, location, proposed streetscape and open space designs and the nature of the development within the Potrero HOPE SF site are described fully in the *Potrero HOPE SF Design Standards and Guidelines* (Potrero DSG). The definitions of terms as defined in the DA shall apply to this Master Infrastructure Plan.

1.2 Land Use Program for the infrastructure Plan

Anticipated land uses at the Potrero Hope SF Master Plan include up to 1,700 residential units, approximately 15,000 square feet of retail space and approximately 30,000 square feet of community-serving use. These land use plan numbers have been used to develop utility demands. Although, the land use plan may be adjusted in the future, subsequent to the applicable planning process, in order to implement the project. Refer to Figure 1.3 for proposed site parcelization.

1.3 Master Infrastructure Plan Overview

This Master Infrastructure Plan will govern the construction and development of infrastructure in the Project Site and off-site work needed to support the proposed development project.



Figure 1.2 Site Plan

1.4 Property Acquisition, Dedication, and Easements

The mapping, street vacations, property acquisition, dedication and acceptance of streets and other infrastructure improvements will occur through the Subdivision Mapping process. Infrastructure described in this Master Infrastructure Plan shall be constructed within the public right-of-way or dedicated easements to provide for access and maintenance of infrastructure facilities.

Public service easements will be allowed within the Potrero Hope SF Master Plan Site as necessary to provide infrastructure and services to the Project. Proposed public water, wastewater, and power easements benefitting the SFPUC on private property will be reviewed on a case-by-case basis. Full access for vehicles and equipment for the maintenance and repair of utility mains is required. Restrictions to surface improvements in access easements will be defined in the review of the improvements for the parks and adjacent rights-of-way, in future easements, or in other interagency agreements. Public utilities within easements will be installed in accordance with the standards in this Master Infrastructure Plan and applicable City regulations for public acquisition and acceptance within public utility easement areas, including provisions for maintenance access; however, such areas shall not be required to be dedicated as public right-of-ways or improved to public right-of-way standards.

1.5 Project Datum

All elevations referred to herein are based on the City of San Francisco datum.

1.6 Conformance with EIR & Entitlements

This Master Infrastructure Plan has been developed to be consistent with project mitigation measures required by the Environmental Impact Report (EIR) and other entitlement documents. Regardless of the status of their inclusion in this Master Infrastructure Plan, mitigation measures of the EIR shall apply to the Project. Applicable sound and vibration studies required by the EIR will be completed during the approval process for each individual development block or parcel.

1.7 Applicability of Uniform Codes and Infrastructure Standards

Future modifications to City Standards, Guidelines, and Codes are subject to the requirements of the DA. The project shall adhere to the Subdivision Regulations or obtain an exception or design modification.

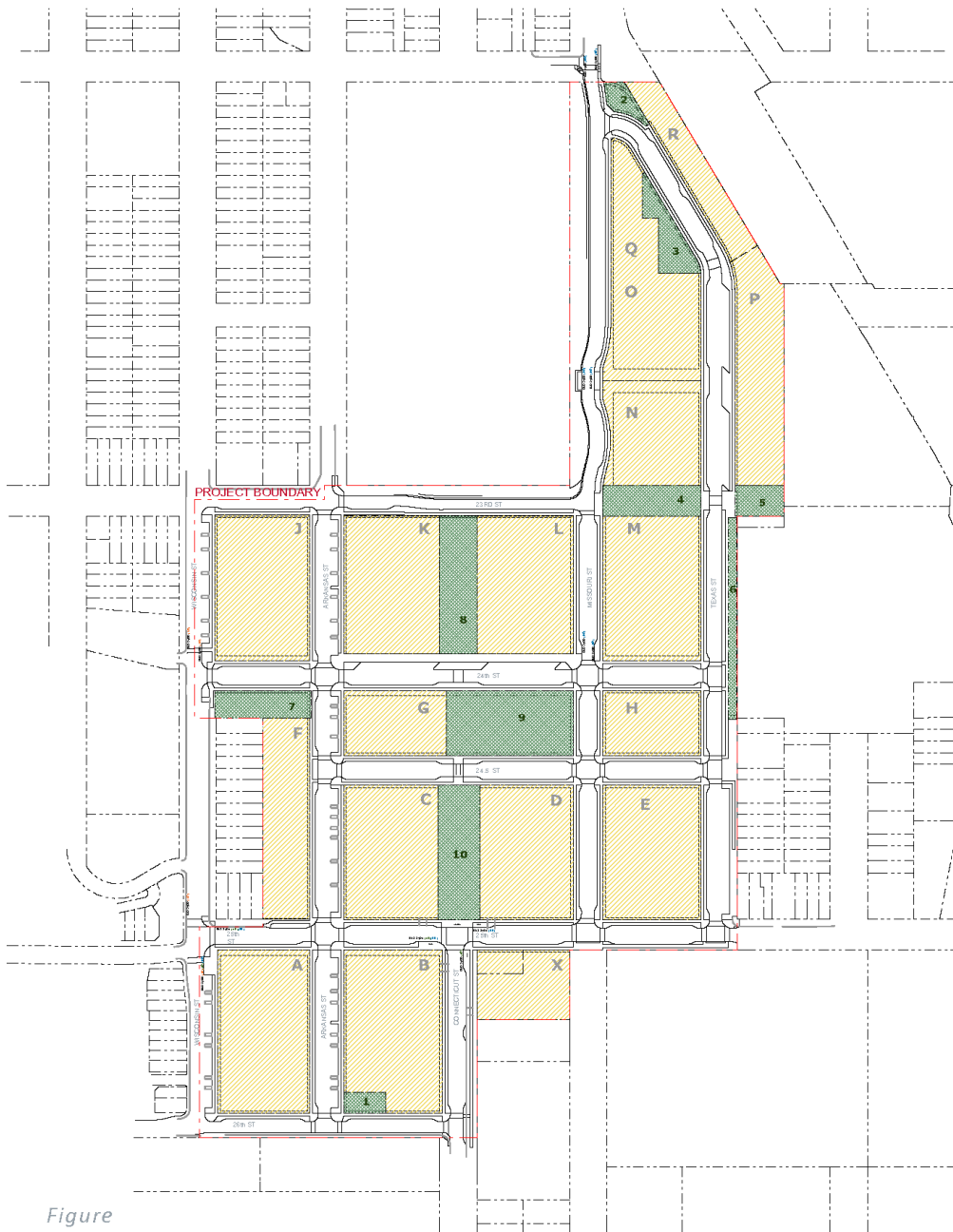


Figure
 1.3 Block Diagram
 (Open Space #1 may be located at illustrated location or 25th and Connecticut Street)

1.8 Project Phasing

It is anticipated that the Project Site will be developed in several phases. Each phase will be further divided into development blocks (Blocks) and parcels. The Developer shall indicate the phase limits upon submittal of each Phase Application, as further defined in the DA. Phase Applications will include a brief description of the infrastructure required to serve the proposed development phase and existing adjacent development. The Developer may submit Phase Applications, for one or more Blocks, that would include a description of utilities and transportation improvements planned for each phase and shall correspond to improvements to be provided with the applicable subdivision map. The information provided with each Phase Application will be consistent with the procedures outlined in the project DA. Developer will complete horizontal development, vertical development may be completed by other developers.

1.9 Phases of Infrastructure Construction

The Developer will design and install the new infrastructure in advance or to match the construction build out phasing of the Project and to serve the Blocks. The extent of the proposed infrastructure installation within each Block will be based on an "adjacency" principle. Adjacency, or adjacent infrastructure, refers to infrastructure that is near to and may share a common border or end point with a Block but is not necessarily immediately adjoining or contiguous with a Block, and represents the minimum necessary to serve the Block and to consolidate or minimize disruptions to the surrounding neighborhood. The infrastructure required for each Block will connect to the existing infrastructure systems as close to the edge of the proposed Block as possible with permanent and/or temporary systems while maintaining the integrity of the existing system for the remainder of the Potrero Hope SF Master Plan Site. The limits of the existing infrastructure to be demolished as well as layouts of the permanent and/or temporary infrastructure systems for each Block will be provided as part of the construction document submittals for that Block or Phase. Repairs and/or replacement of the existing facilities necessary to serve the Block will be the Developer's responsibility.

The City will be responsible for maintenance of proposed Public Infrastructure Improvements installed by the Developer once construction of the new infrastructure is complete and accepted the city. At all phases of development prior to full build out, the Developer shall demonstrate to the SFPUC that a functioning water and wastewater infrastructure system is in place at all times and complies with all City laws, codes and regulations. In addition, the Developer is responsible for maintaining a safe flow path for the 100-year storm at all times during the development. Future documentation submittal requirements are outlined in section 14 of this document.

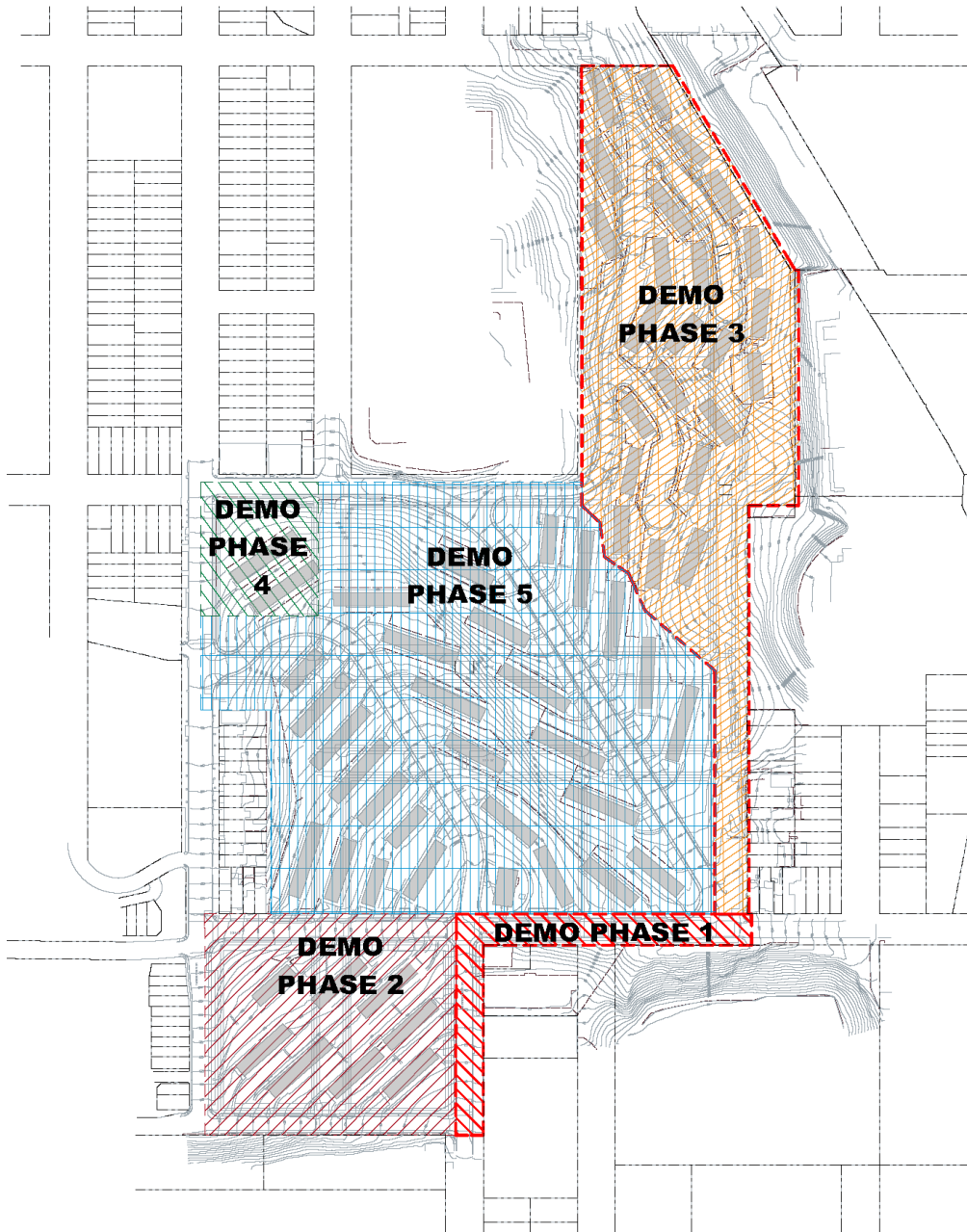


Figure 1.4a Demolition Phasing Diagram

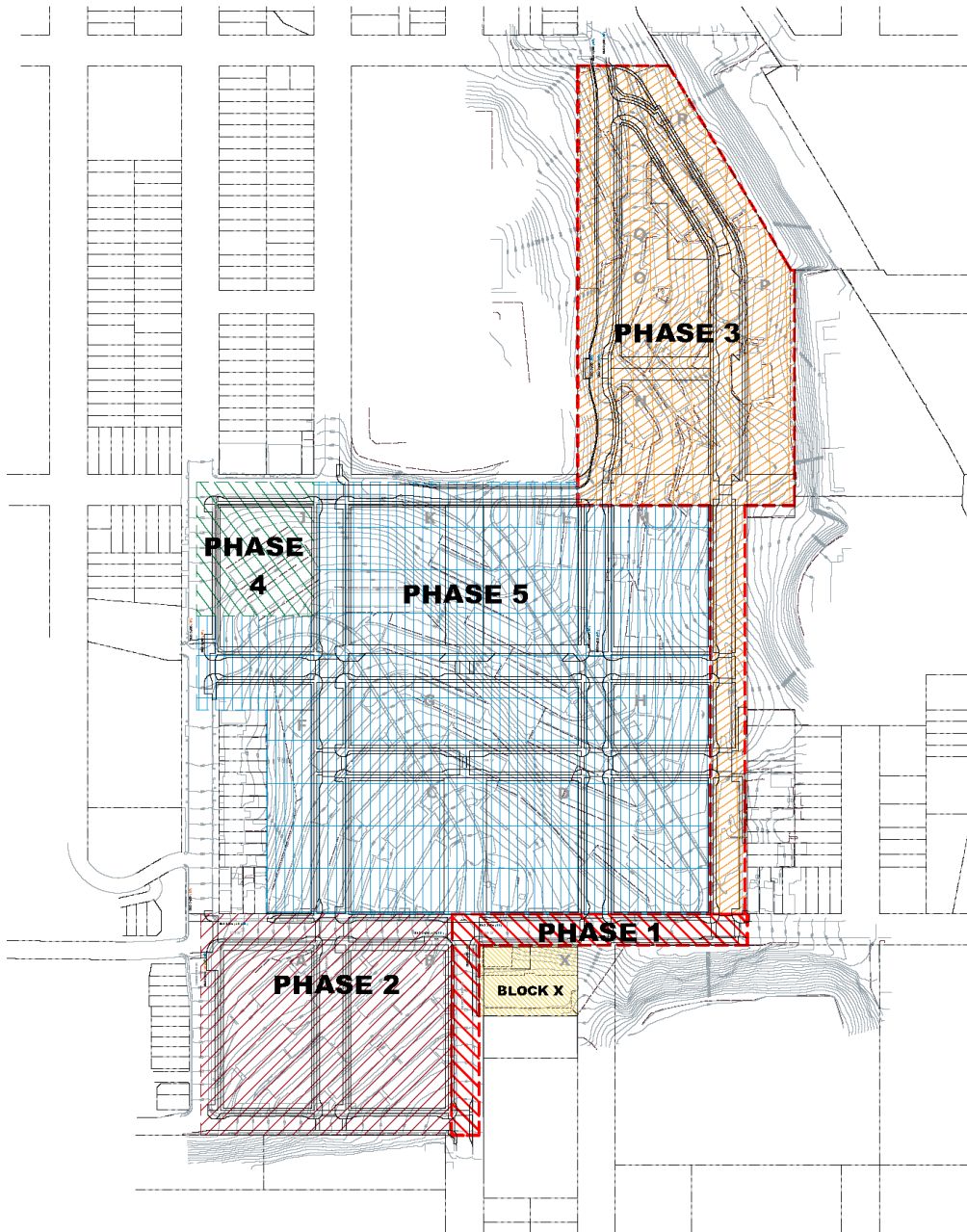


Figure 1.4b Development Phasing Diagram

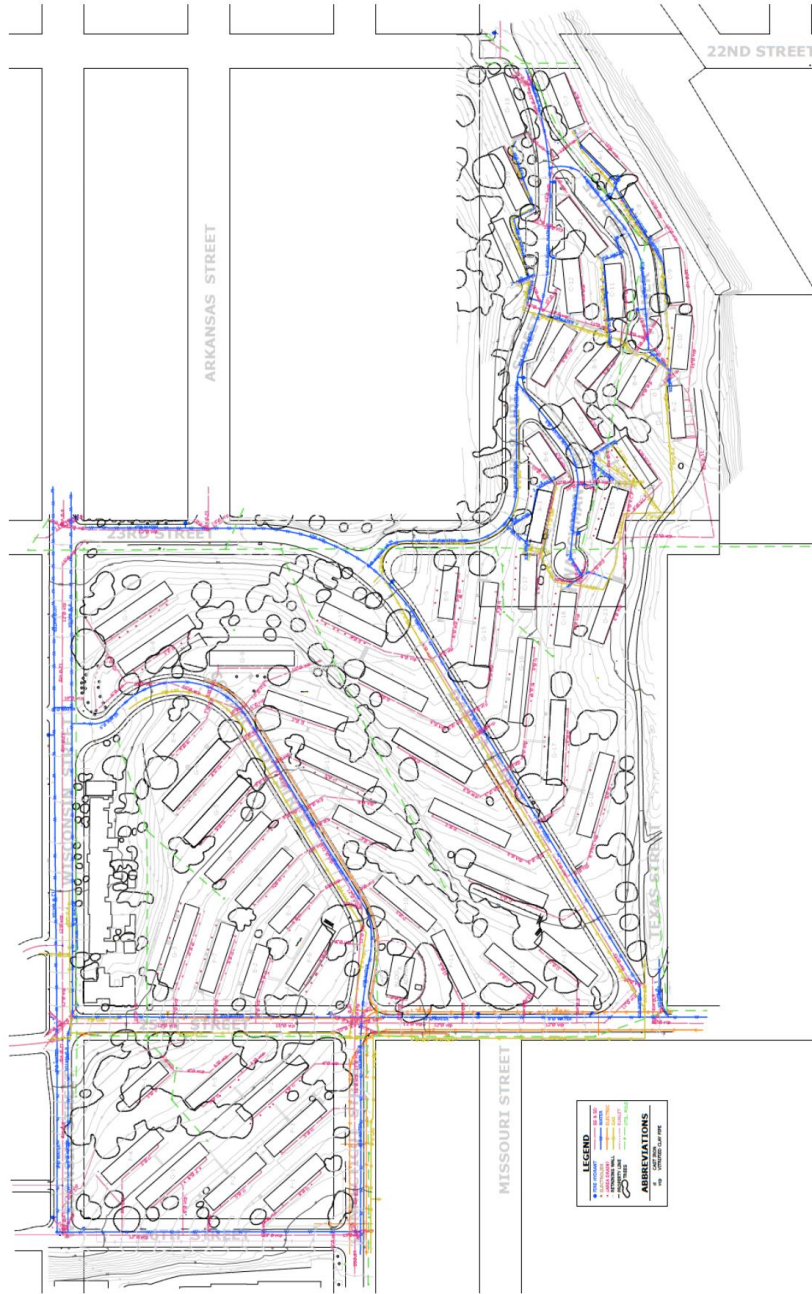


Figure 1.5 Existing Utilities (full size drawing available)

2. SUSTAINABILITY

Infrastructure is designed to facilitate the use of alternative modes of transportation, while reducing the use of resources such as water and energy. Key benefits of sustainable site design and infrastructure elements include improved health and cleaner environment. Sustainable infrastructure includes stormwater controls, transit facilities and traffic calming measures, and energy-efficient outdoor lighting. Sustainable building designs will be addressed in the individual Phase and building permit application documents. Final designs of sustainable project elements within the public rights-of-way will be reviewed as part of the Street Improvement Plans, and Stormwater Control Plan review and approval process.

3. GEOTECHNICAL CONDITIONS

Site geotechnical investigations have been completed and potential site wide geotechnical improvements have been identified by ENGEO, culminating in the development of the "Geotechnical Investigation, Potrero Terrace and Annex Redevelopment" (Geotechnical Report) by ENGEO, dated July 10, 2009.

3.1 Existing Site Geotechnical Conditions

3.1.1 Existing Site Soils

As described in the Geotechnical Report, the Project Site is underlain by serpentinite bedrock. The bedrock is generally fairly shallow, at or within 2.5' of the surface. Portions of the site contain areas that were artificially filled in a manner that will require removal and recompaction. There is also an area of highly expansive colluvium near the center of the project along Connecticut Street that will also require removal and recompaction.

3.1.2 Site Geotechnical Constraints

From a geotechnical perspective, the following are the primary issues for new development at the Potrero Site:

3.1.2.1 Differential Settlement

Due to the large depths of cut and fill on the project, the possibility of differential settlement across building footprints exists. This issue will be addressed by following the recommendations of the geotechnical report, including placing and compacting the fill in small lifts or possibly overexcavation of parts of the pad to create a more homogenous subbase below the building.

3.2 Site Geotechnical Approaches

Successful site development will require engineering design and project construction methods that account for the existing soil conditions. These improvements will help ensure that site accessibility and building access is maintained both during seismic events and as minor long-term consolidation settlement occurs.

3.2.1 Geotechnical Soil Improvements

To reduce minor consolidation settlement at the site, existing weak and undocumented fill discovered beneath buildings may be over excavated and replaced with engineered fill or be remediated with soil improvements per the recommendations of the Geotechnical Engineer. Geotechnical remediation will be completed in conjunction with vertical building and infrastructure construction on individual Blocks by the Developer. Based on the results of, and if required by, final site geotechnical investigations, soil improvements required within the public right-of-way will be constructed by the Developer.

3.2.2 Building Foundations

Building foundation designs will be based on final geotechnical reports, site investigations and structural designs developed as part of the permitting process for vertical construction on the development

parcels. The Developer or subsequent owner of a development parcel will be responsible for the design and construction of building foundations.

3.2.5 Retaining Walls

It is anticipated that some of the existing retaining walls within the proposed development footprint will be modified or rebuilt due to grade changes and road realignment. The condition of retaining walls proposed to remain in place will be evaluated on a case-by-case basis during detailed design process. These walls may be seismically retrofitted or replaced to comply with City codes, the California Building Code (CBC), and the design-level geotechnical report. Where retaining walls are to be removed, proper shoring techniques, such as soldier pile and lagging systems or underpinning systems will be implemented to ensure the stability of existing site and adjacent facilities. Measures, such as the construction of new code-compliant retaining walls or retaining elements incorporated into the foundations of proposed buildings to address grade conflicts will be coordinated during the review and approval of construction documents and issuance of building permits. The retaining walls will be designed and constructed by the Developer and reviewed and approved by the DBI, the SFDRP, and the SFDPW. Where walls are located within the public rights-of-way and public parks, maintenance and ownership of the retaining wall will be the responsibility of the City upon acceptance of the final construction. Maintenance and ownership responsibilities for retaining walls constructed on private development parcels will be assigned to the owners of the individual Blocks in which the retaining walls are located. Design and Installation of interim retaining walls required to support the development of proposed on-site streets will be the responsibility of the Developer.

3.2.6 Flexible Utility Connections

Portions of the site may experience differential settlement at the interface of pile supported buildings and the utility connections. Differential settlement at these locations may cause the utility connections to shear and break along this plane. Where required, flexible utility connections incorporating such solutions as flexible pipe materials, ball joints or settlement vaults, will be installed at the face of the building to mitigate the displacement of the utility connections and ensure continuous utility service.

3.2.7 Building Access

Settlement of the ground plane is anticipated in certain areas of the site due to an increase in fill depths and existing compressible clay soils. Where a pile-supported building structure interfaces with the on-grade public streetscape, differential settlement may occur where the compressible material beneath the street begins to settle relative to pile supported buildings. To mitigate areas where differential settlement is anticipated, grading and building designs will incorporate measures to ensure that continuous accessible paths of travel are maintained where building access points and private passageways interface with the public right-of-way.

Measures, such as hinge slabs, gangways and other adjustable surfaces, will be designed to accommodate the maximum anticipated long-term consolidation differential settlement. Alternatively, the project may consider a surcharging program, which induces consolidation settlement prior to the construction of new improvements to reduce, and possibly eliminate, the need for project specific differential settlement design mitigations.

3.3 Phase of Geotechnical Stabilization

Geotechnical stabilization will occur in phases to match the development sequence of the Blocks. The amount of stabilization will be the minimum necessary for the Block. The stabilization of smaller areas will allow the existing utility services and vehicular access areas to remain in place as long as possible in order to reduce disruption of access to the Blocks.

3.4 Schedule for Additional Geotechnical Studies

Geotechnical Reports to support the development of private building parcels will be prepared and submitted to the City as part of the building permit process.

3.5 Environmental Remediation

Special measures as directed by the Geotechnical Engineer may be necessary due to the high concentration of serpentinite soil and bedrock on the site. Naturally occurring asbestos (NOA) derived from the weathering of serpentinite has been found at the site. According to the geotechnical investigation, existing site soil free of organic material is suitable for use as engineered fill. If there is excess soil that contains high concentrations of the naturally occurring asbestos, it will be hauled offsite to a facility approved for handling these materials. The project geotechnical engineer will establish the necessary protocols for controlling air borne dust generated by the project's earth moving operations.

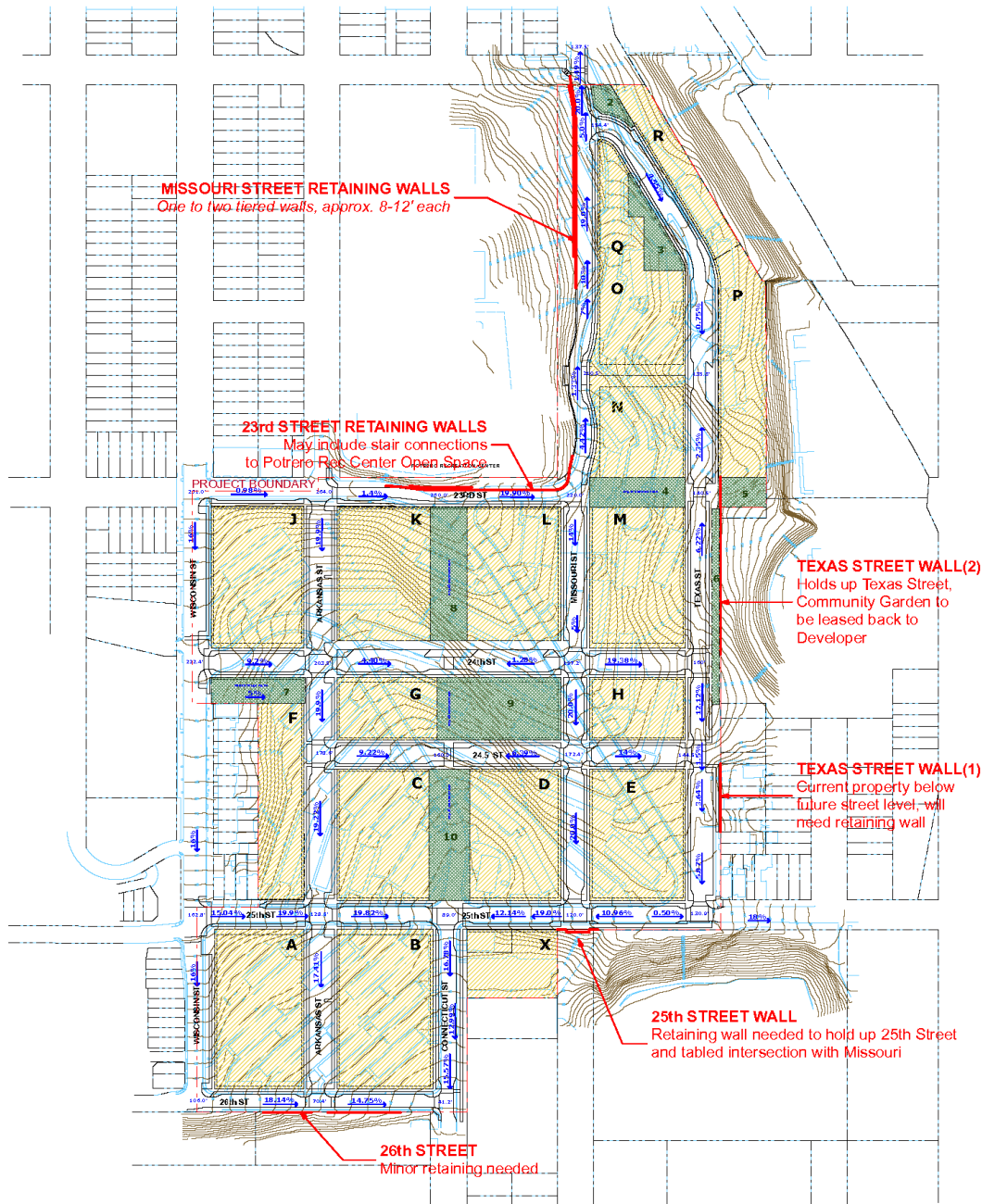


Figure 3.1 – Retaining Wall Map

4. PHASING AND DEMOLITION

4.1 Scope of Demolition

The Developer will be responsible for the demolition and deconstruction of all non-retained existing buildings and infrastructure features within the project boundaries. The design of permanent retaining walls to be integrated into buildings and streets will be reviewed and approved by the DBI and the SFDPW during the building design and permitting process and/or project construction documents. Remaining utility materials, primarily metals, will be recycled as feasible. Where transite pipe (asbestos-cement pipe) is encountered, appropriate abatement methods will be used to satisfy applicable regulatory agency requirements.

The Developer shall also be responsible for providing for the permanent improvements proposed to replace the existing improvements in accordance with the approved building and construction permits issued by the City. The extent of these improvements and associated demolition will be determined during the construction document approval process.

4.2 Demolition By Phase

The Developer will be responsible for demolition of existing buildings and infrastructure within the footprint of a phase prior to construction of the phase. Additional demolition for each phase may be required to allow construction of the improvements necessary to support a building or infrastructure phase. The limits of the existing infrastructure to be demolished as well as layouts of the permanent and/or temporary infrastructure systems for each Block will be provided as part of the construction document submittals for that Block or Phase. Repairs and/or replacement of the existing facilities necessary to serve the Block will be the responsibility of the Developer.

4.3 Environmental Remediation

Any asbestos, lead, or similar materials encountered during building demolition will be handled and removed using appropriate abatement methods by trained personnel according to applicable regulatory agency requirements.

5. SITE GRADING

5.1 Existing Site Conditions

The existing grade within the Project Site slopes steeply downward from north to south. At the western edge, the site is bounded by and conforms to the existing grades along Wisconsin Street and some existing residences. To the east, the northern area is elevated above the existing Sherman Little property and the Food Bank while the southeastern edge is at grade along Texas Street. The ground elevations range from approximately 40 (SF Datum) in the southern portion of the site at the intersection of Connecticut and 26th Street to approximately 264 (SF Datum) near the intersection of 23rd and Arkansas.

5.2 Project Grading Requirements

5.2.2 Consolidation Settlement

Appropriate measures such as soil and foundation improvements will be constructed by the Developer to minimize differential settlement across the building parcels. To mitigate areas where differential settlement is anticipated, grading and building designs will incorporate measures to ensure that continuous accessible paths of travel are maintained where building access points and private passageways interface with the public right-of-way. Measures, such as hinge slabs, gangways and other adjustable surfaces, will be designed to accommodate the maximum anticipated long-term consolidation differential settlement.

5.3 Site Grading Designs

The Developer will be responsible for the design and construction of the proposed grading plan for the Project Site. Proposed grading designs for the development will match the existing north to south drainage pattern of the existing site. To ensure proper overland release and provide Americans with Disabilities Act (ADA) accessible sidewalks where feasible, a new street grid will be established on the site. Due to the steepness of the site, it is difficult to achieve the grades required to meet ADA requirements. The project will be designed such that the core of the project along 24th Street will have grades less than 5% and buildings that serve the entire community will be concentrated here. Throughout the site, grades less than 5 percent are provided as a first priority item, where feasible. As required due to site constraints, public access areas with slopes exceeding 5 percent but less than 8.33 percent will include handrails per Code requirements. Site grading to meet City Agency requirements and standards. The conceptual grading plan for the Potrero Hope SF Master Plan Site is included in Figure 6.1.

5.3.1 Proposed Site Grading at Conforms

Conceptual grading designs generally conform to the existing grades along the northern interface with the Potrero Hill Recreation center and the existing grades along Wisconsin Street at the western edge of the project. At the southern boundary of the project, 26th Street will be re-constructed to provide for the intersection with the extension of Arkansas Street. The eastern edge of the property will be graded to meet the grades near the existing top of slope. A retaining wall may be necessary to support community gardens along the central portion of the east side of Texas Street.

As more detailed designs are developed during the Grading and Overland Release Master Plan and construction document review processes of the project, the grading at conforms may require adjustment and refinement based on future coordination with the SFDPW.

5.3.2 Proposed Roadway and Building Areas

The proposed on-site street grid will be graded to provide overland release for the Project. As required by the SFPUC, grading and hydrology designs will be developed such that the 100-year HGL is contained within the top of curb elevations on opposite sides of a street throughout each phase of the development.

Site development and grading designs will be developed to comply with the codified requirements for accessible paths of travel. Where feasible, proposed slopes along public street and private alleys will be set at a maximum of 5 percent to provide ADA accessible pathways of travel without requiring handrails. Outside of the street sidewalks, where accessible pathway slopes range between 5 percent and 8.33 percent, code-compliant ramps will be designed.

At street intersections, grades will be tabled at a maximum slope of 2% to provide an accessible path of travel in crosswalks. In addition, vertical curves within the streets will be designed to both begin and end outside the limits of the crosswalk areas. Review and approval of the overland release solution will occur during the master plan approval process described in Section 13. Construction of the overland release solution at this location will be the Developer's responsibility with ownership and maintenance responsibilities borne by the SFPUC or another City agency

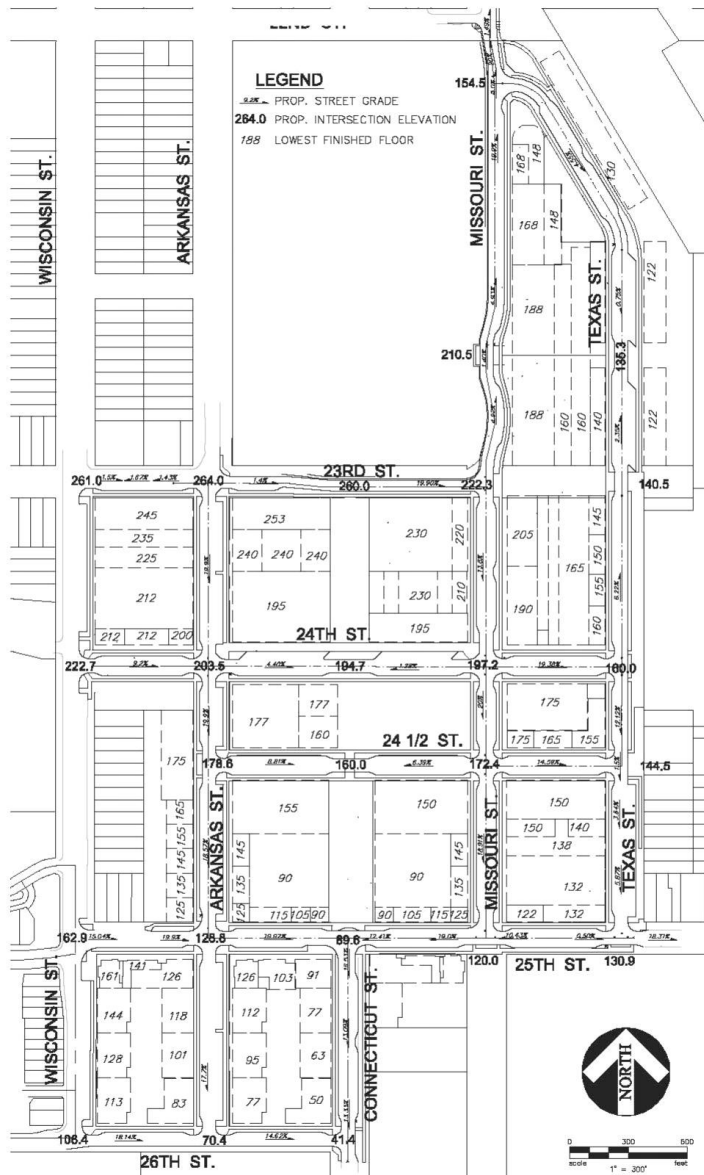


Figure 5.1 Conceptual Grading Plan

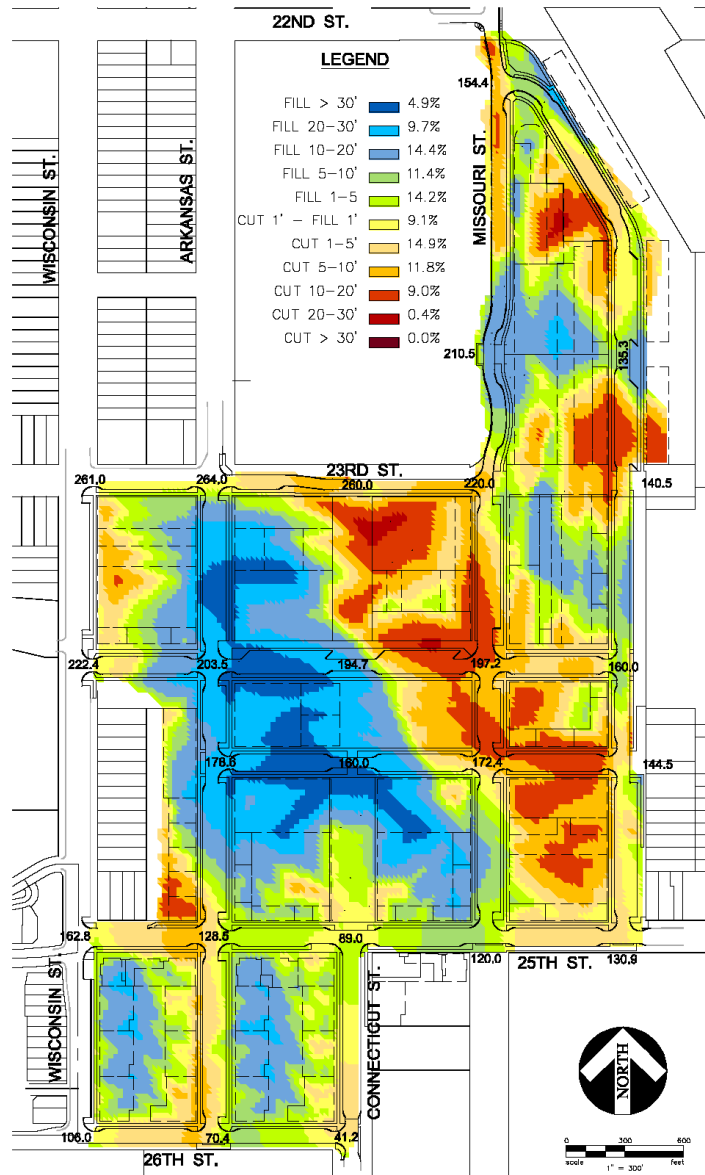


Figure 5.2 Site Earthwork Cut Fill Analysis

5.4 Proposed Site Earthwork

It is anticipated that the site earthwork will result in a net import of soil. Since preliminary design activities are still on-going, the earthwork quantities will be determined at later stages of the design. Earthwork activities for the project will comply with the state construction General Permit. To support future grading activities, a Storm Water Pollution Prevention Plan/Erosion and Sediment Control Plan will be submitted in parallel with future grading permits. The Developer will perform grading in conjunction with site remediation efforts.

5.5 Phases of Grading Activities and Approvals

The proposed rough grading will be completed in phases larger than the Blocks of the project, due to the large volumes of cut and fill necessary to achieve the street grid. The three primary phases of rough grading will be the southern (south of 25th Street), the northern (north of 23rd Street) and the central (the project area between 23rd and 25th Streets). Additionally, there may be smaller fine grading phases that would include the amount of grading that will be the minimum necessary for an individual Block. The phasing of grading will allow the Project to minimize the disruption to the adjacent and future built uses at the site, and to limit the amount of export required for any given rough grading phase. Impacts to improvements installed with previous phases of development due to the designs of the new Block will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new Block.

A Grading and Overland Release Master Plan and a Combined Sewer Master Plan will be submitted to the SFPUC and SFPDW for review and approval as outlined in Section 13. Comments provided by City and its agencies on the Master Plans will be incorporated.

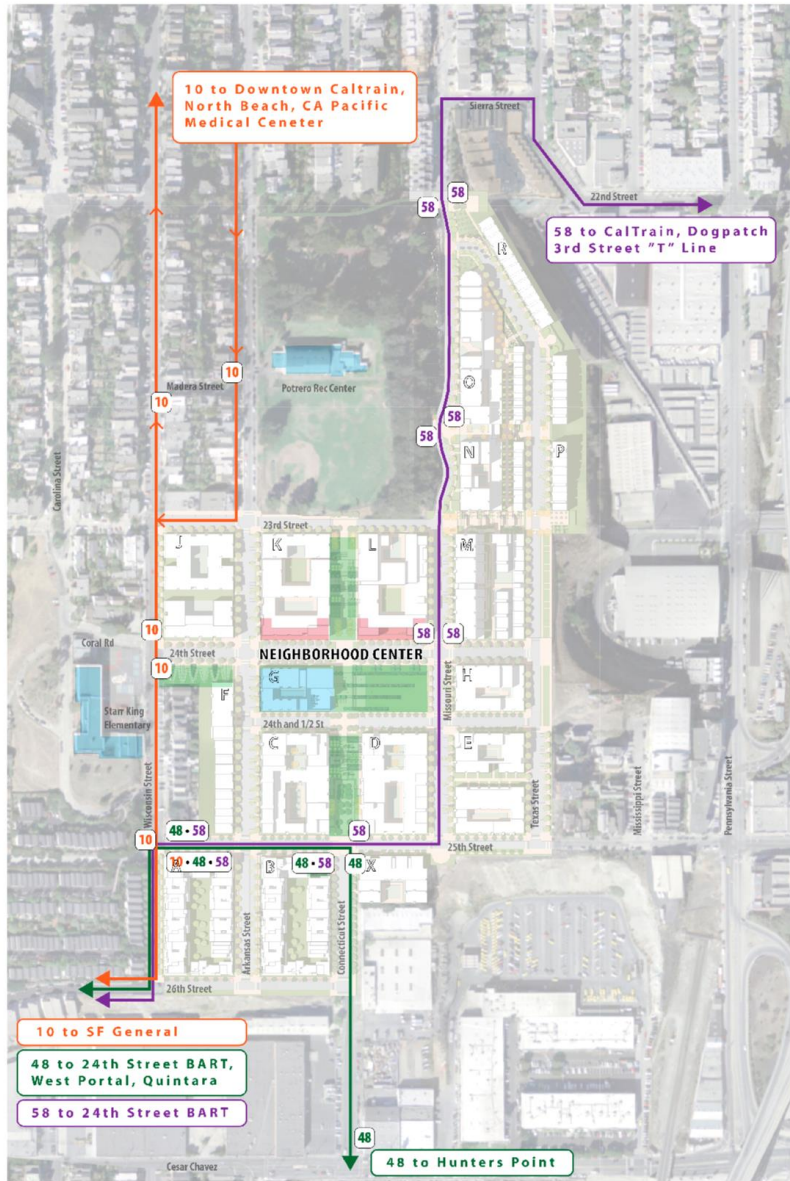


Figure 6.1 Public Transportation System Diagram

6. STREET AND TRANSPORTATION DESIGNS

The development of the Project Site is designed to connect and integrate the site with the rest of Potrero Hill. The alignments of existing streets adjacent to the site will be extended into and through the project area. The existing street network with Connecticut and Dakota Streets running up valley and ridge will be reconfigured to allow for through streets and create a relatively flat area along 24th Street between Arkansas and Missouri Streets. The new 24th Street will become the neighborhood center for the new development with small-scale neighborhood retail, community facilities and services, senior housing, and new gathering spaces including the Connecticut Stair, a retail plaza, and a central park. Additional descriptions of the streetscape are in the *Potrero Hope SF Design Standards and Guidelines*.

6.1 Public Transportation System

The Project site currently has three MUNI bus lines running through it, the 10, 19 and 48. The 22nd Street Cal Train station is approximately ½ mile from the center of the site. The SFMTA's Transit Effectiveness Project (TEP) will be implemented during the design/construction phase of this project. After the TEP, the 10, 48, and 58 bus lines will run through the site. The design team is working with the SFMTA to locate the bus routes and stop locations, location of bus stops and routes are subject to change through the MUP process.

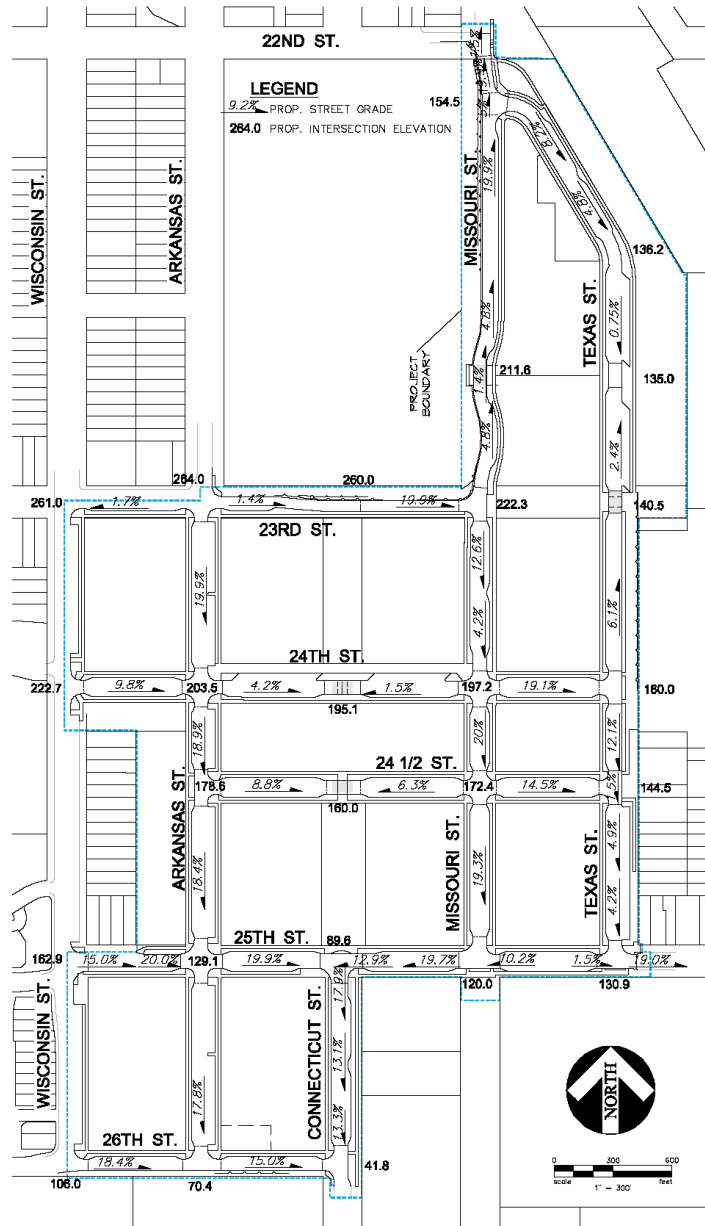


Figure 6.2 Conceptual Site Plan and Street Layout

6.2 Public Street System

The Developer will be responsible for the design and construction of the public streets. The City will only accept fully completed streets.

Improvements will generally include the following:

- Pavement section
- Concrete curbs and gutters
- Concrete sidewalk and curb ramps
- Traffic control signs and striping
- Traffic signals
- Street lighting
- Street landscaping and trees
- Stormwater controls (may include such methods as landscape strips, permeable pavements, and small bio-retention planters or swales)
- Street furnishings (includes, but are not limited to, benches, trash cans, bike support facilities and supplemental pedestrian scale lighting)
- Accessible on-street passenger loading zones with adjacent street level passenger loading aisles and curb ramps.
- Accessible on-street parking spaces with adjacent curb ramps.

6.2.1 Public Street Layout and Parcelization

A grid system of streets has been established in the project site that connects with the existing grid in the surrounding neighborhood. Within the grid, individual blocks have been given letter designations to facilitate planning and design coordination as shown on Figure 1.3. 24.5th Street is a temporary street name for planning use with a final street name to be selected in the future. The proposed public street network for the Project Site is shown on Figure 6.2. Typical cross sections for these streets are based on those shown in the Potrero Hope SF *Design Standards and Guidelines* and included on Figures 6.3 through 6.8.

6.2.2 Roadway Dimensions

The dimensions provided in the *Potrero Hope SF Design Standards and Guidelines* consistent with this Master Infrastructure Plan indicate the vehicular, curb-to-curb lane widths. Street dimensions and configurations vary throughout the site. Street sections designated on Figure 6.3 are shown in Figures 6.4 to 6.10. Operational road widths outlined in this document and the DSG document are maximums and may be reduced during Phase Application pending the approval of all necessary City Agencies including Planning, SFDPW, SFMTA, SFPUC and SFFD.

Due to the steep topography of the site, there are no proposed official bicycle facilities on the site.

6.2.3 Landscape, Sidewalk and Setback Zone Dimensions

The dimensions provided in the *Potrero Hope SF Design Standards and Guidelines* illustrate the sidewalk designs and required setbacks. The typical sidewalk design includes a 6 ft landscape/furnishing zone with a minimum 6 ft sidewalk throughway. Except where noted in the *DSG Document*, the minimum front setback for buildings is 5 feet. The sidewalk is to be designed with a continuous slope that follows the street grade.

Code-compliant accessible curb ramps, including, a 2-foot wide gutter pan for the full width of a crosswalk, will be provided at street corners to provide for pedestrian access across public streets.

6.2.4 Retaining Walls Supporting Streets and Public Rights-of-way

In order to install the streets and related infrastructure as outlined in this Master Infrastructure Plan, it is necessary to install a number of engineered retaining walls to support the new public rights-of-way and/or new open spaces. The Developer and Public Works have agreed to terms outlined in Exhibit U of the Development Agreement to guide the location and construction of these infrastructure improvements, and if certain conditions are met, allow for the dedication of, and the acceptance by, the City as Public Infrastructure Improvements with the City responsibility for the ownership and maintenance.

Retaining walls are anticipated in the following locations: Portions of Texas Street and the community gardens between the 23rd Street right of way and 24th Street will be supported by a retaining wall. The existing terrain drops away in this area and the roadway will need to be higher than existing ground in order for the street to be navigable. The wall will be designed and constructed to comply with City and County of San Francisco codes, the CBC, and the design-level geotechnical report. The design will account for vehicular live loads as necessary. The City will own and maintain the wall that extends to the eastern property line. BRIDGE, the maintenance association or a related entity will lease the portion of the right of way behind the curb in order to install and manage community gardens and BBQ/Picnic facilities in this area.

Additionally the northern portion of Missouri Street and 23rd Street may require retaining walls to bridge the grade difference between the proposed development and the existing Potrero Hill Recreation Center. These walls will be designed and constructed to comply with City and County of San Francisco codes, the CBC, and the design-level geotechnical report. Ownership and maintenance of the walls will be controlled by the City in a right of way that extends to the existing property line to the west and north.

Retaining walls may be needed on 26th and 25th Streets to support the public right-of-way associated with tabling the intersections at Arkansas and Missouri Streets. The City will own and maintain the wall that extends to the existing property line to the south.

6.3 Streetscape Design Considerations and Elements

6.3.1 Traffic Calming

As outlined in the *Potrero Hope SF Design Standards and Guidelines*, the site is designed with a variety of traffic calming measures to improve non-vehicular traffic and safety access. The traffic calming measures included include raised intersections, raised crosswalks, bulb-outs at intersections, back-in and head-in parking stalls with planted islands to reduce the visual width of the streets.

6.3.1.1 Raised Intersections and Raised Crosswalks

To accent the pedestrian stairs and passageways along the Connecticut Street Stair and the 23rd Street Stairs raised intersections/crosswalks are proposed on 24th Street, 24.5 Street and where 23rd Street Stair meets Texas Street. At these locations the street pavement areas will be raised approximately 6 inches to be at or near to the curb heights adjacent to the intersection and crosswalks. If accessibility guidelines and overland release requirements cannot be met at the raised intersection, the project will review options for incorporating an at-grade crossing with accessible curb ramps at these locations.

The intersection of Connecticut and 25th Streets is seen as an important gateway to the project and a special condition to slow traffic and provide for enhanced pedestrian facilities. Due to the bus stops and street geometries at this location, the intersection is proposed to be decorated with special paving or stamped concrete to signify the importance of the intersection. 6-inch curbs will be maintained.

The design for these intersections and crosswalks will be coordinated with and are subject to the approval of the SFPUC, SFPDW, the SFMTA, and the San Francisco Fire Department (SFFD). All paving will conform to DPW standards and be maintained by DPW as part of the public ROW.

6.3.1.2 Bulb-outs and Curb Extensions

The majority of all intersections are designed with bulb-outs with the exception of streets that require MUNI buses to make right-hand turns. The bulb-outs at intersections are designed with a 24 ft minimum curb-to-curb dimension and curb radii to meet SFFD and SFMTA turning radius requirements. Midblock bulbouts are designed with a 22 ft minimum curb-to-curb dimension. Bulb-outs will be designed in accordance with the horizontal separation distance requirements for subsurface utilities such as pipes, sewers, etc. as identified in the CCSF Subdivision Regulations.

The final design for the bulb-outs will be coordinated with the SF Planning, SFMTA, SFPDW, SFMTA, SFPUC and the SFFD. Bulb-out improvements will be constructed if the designs can meet the SFPDW and SFPUC requirements for overland drainage release, utility clearances and accessibility for persons with disabilities.

6.3.1.3 Head-in Parking Stalls

Head-in parking stalls are proposed on the east side of Wisconsin, Arkansas, and Texas Streets. Head-in parking is typical along the north/south streets on Potrero Hill due to the steep streets and wide public ROW's. The proposed design uses this street typology throughout the project. The typical head-in space is designed with a 16 ft deep parking space with a planned 2 ft overhang into the landscape/furnishing zone. At regular intervals, planting islands will be located between parking stalls to

provide for additional street trees that will visually reduce the width of the street. Planting islands cannot interfere with utility clearances. Gutters will be located adjacent to the through lanes. To accommodate the head-in stalls, the through lanes are designed with a minimum width of 11 ft 6 inches. The final design of the head-in parking stalls will be coordinated with the SFMTA and SFDPW.

6.3.1.4 Back-in Parking Stalls

Back-in parking stalls are proposed along the mixed-use portion of 24th Street between Arkansas and Missouri streets and along the northern section Texas Street. The back-in parking along Texas Street is designed with a 16 ft deep parking stalls and 11 ft 6 in. through lanes. Along 24th Street the parking stalls are designed at 17 feet deep to provide easier access in an out of the spaces due to the higher turnover rate adjacent to the retail and community services.

6.3.2 Fire Department and MUNI Access

Based on meetings with the SFFD, intersection radii, street widths, building setbacks and public right-of-way layouts have been designed to accommodate operational access and fire truck and engine turning movements as documented in Figures 6.11 and Appendix A. The WB-40 design vehicle was used for all intersections. Turning radii for MUNI routes were vetted and approved by SFMTA.

Approach and departure from intersections will be designed with a minimum 30' vertical curve in accordance with vehicle clearance diagrams and drawings reviewed by SFFD and SFMTA. See vertical clearance diagrams in Appendix C. Adequacy of clearances will be verified following construction of PHASE 1 (Connecticut Street between 26th and 25th Streets and 25th Street between Connecticut and Texas Streets).

6.3.3 Street Pavement Sections

The structural pavements cross-section for the vehicular travel lanes on all new public roadways will comply with the requirements of the San Francisco Subdivision Code. Vehicular travel way structural cross sections will typically consist of 8-inches of Portland Cement Concrete and a 2-inch asphalt concrete wearing surface for proposed on-site streets and shall be designed to the AASHTO rigid pavements design method using a 40-year design life. Any surface traversed by fire department vehicles shall be designed to support a minimum vehicle weight of 70,000 lbs. and 50 p.s.i. point of pressure and shall be an all-weather driving surface. Streets steeper than 17% will not have an asphalt concrete wearing surface per the Subdivision Regulations.

Painted concrete, special striping or other special decorative treatment, meeting accessibility requirements as determined by the SFDPW, may be used at raised crosswalk and intersection locations in conformance with the *Design Standards and Guidelines*. Final special pavement designs are subject to the approval of the SFDPW and SFPUC during the construction document phase of the project and shall be designed to the AASHTO rigid pavements design method using a 40-year design life.

The use of alternative pavements in the public right-of-ways described above or other alternative pavement sections, such as asphalt concrete wearing surface over Class 2 aggregate base, porous paving in sidewalk, and decorative pavement (patterned concrete, patterned asphalt, paving stones, etc.) are subject to review and approval by the SFDPW and SFPUC. The project maintenance association will be

responsible for maintenance and restoration of the roadway section within areas with special striping or decorative treatments.

6.3.4 Proposed Street Lights

The Developer will design, layout and install the proposed project street lights. Street lighting shall comply with City of San Francisco standards for photometrics and acceptable fixtures per SFPUC. City standard street lights will be used. Building mounted lights are recommended where buildings flank the pedestrian alleys or paths. The street and pedestrian light poles and fixtures shall comply with the SFPUC Streetlight Design Guidelines and Requirements," and the final pole and fixture selection shall be approved by the SFPUC. As necessary, temporary park pole light standards will illuminate any sidewalks or temporary pathways that are constructed to provide pedestrian access before the adjacent buildings are complete and building mounted lights are operational. Building mounted lights shall not be used to satisfy lighting requirements in the public right-of-way, and the City will not accept such lights for ownership and maintenance. The electrical service for the street lights will be located within the joint trench (refer to Section 12).

The 60% and 95% street light construction documents and specifications will be submitted to the SFPUC for review, comment and approval prior to construction. Streetlights located on privately-owned (but publicly accessible) pedestrian streets will be owned and maintained by the private property owners.

6.4 Off-site Traffic Signalization

Off-site traffic signalization shall be provided as described in the Mitigation and Monitoring and Reporting Program approved as part of the Project's Environmental Impact Report.

6.5 On-site Traffic Control

Traffic calming and stop-controlled intersections, rather than signalization, are the primary strategy for on-site traffic control. Stop signs will be added at most of the intersections, with final locations to be coordinated with the City and based on a stopping sight distance requirements and project phasing. Additional descriptions of the streetscape traffic control elements are included in the Streetscape Master Plan. If implemented, stop signs on city streets will require legislation from SFMTA Board and traffic calming may also require SFMTA Board and/or public hearing.

6.6 Acceptance and Maintenance of Street Improvements

Upon acceptance of the new and/or improved public streets by the SFPDW, responsibility for the operation and maintenance of the roadway, streetscape elements, and retaining walls will be designated as defined in the various City of San Francisco Municipal Codes. Acceptance of water, wastewater, and power utility infrastructure and streetlights within street improvements shall be subject to SFPUC approval. Street improvements installed to meet the SFPUC stormwater management requirements will be maintained by the private property owners or their Assignees. The use of stormwater controls in public ROW must be reviewed and approved by SFPW and SFPUC within the Stormwater Management Master Utilities Plan and will be subject to encroachment permit obligations.

6.7 Phasing of New Roadway Construction

The Developer shall indicate the phase limits upon submittal of each Phase Application, as further defined in the DA. Phase Applications will include a brief description of the infrastructure required including new roadway system and traffic control improvements to serve the proposed development phase. The amount of the existing roadway repaired and/or replaced will likely be the minimum necessary to serve the Phase. Repairs and/or replacement of the existing facilities necessary to serve the Block will be designed and constructed by the Developer. Fire truck turnaround areas, if any, will be coordinated with the SFFD and constructed by the Developer consistent with the Fire Code. Phasing of off-site improvements will be based on cumulative development thresholds identified by the project traffic consultant and/or the SFMTA coincident with the Phase applications, construction documents or as stated in the DA. Sidewalk and other accessible pedestrian paths of travel, either permanent or temporary, shall be provided to serve the pedestrian entrance and exit requirements of each block prior to being released for occupancy. Such paths of travel will connect to the existing neighborhood sidewalks and hence to the public transit stations and bus stops thereon.

Impacts to improvements installed with previous phases of development due to the designs of the new phase will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the Block.

6.8 SFMTA Infrastructure

Where required, the following list of infrastructure items includes items to be owned, operated and maintained by the SFMTA within public rights-of-way:

- Security monitors and cameras
- Signals and Signal Interconnects, including Muni Bus Prioritization signals
- TPS signal preempt detectors
- Conduit containing TPS signal cables
- Shelters
- Paint - poles and asphalt delineating coach stops
- Asphalt painting for transit lanes
- Departure prediction ("NextBus") monitors and related communications equipment
- Bicycle racks
- Crosswalk striping, except for areas with a raised intersection/crosswalk or with painted concrete special striping or other special decorative treatment
- Bike lane and facility striping
- APS/Pedestrian crossing signals
- Street Signs

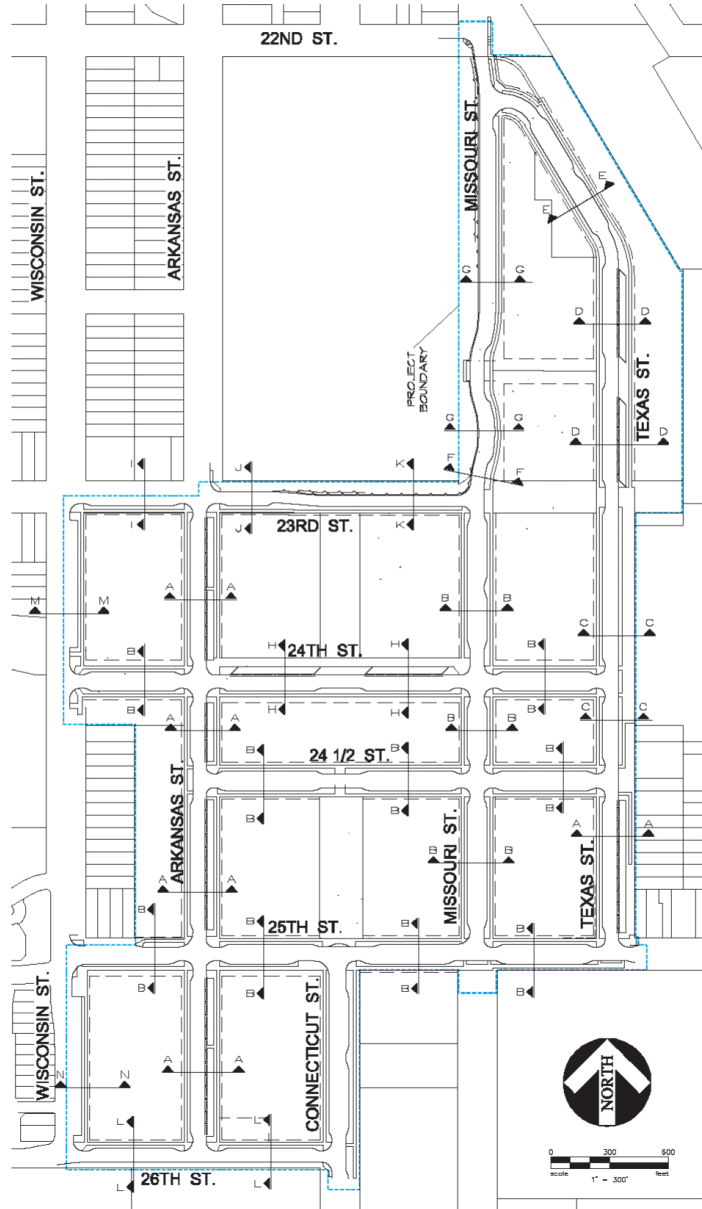


Figure 6.3 Plan View and Cross Section Locations

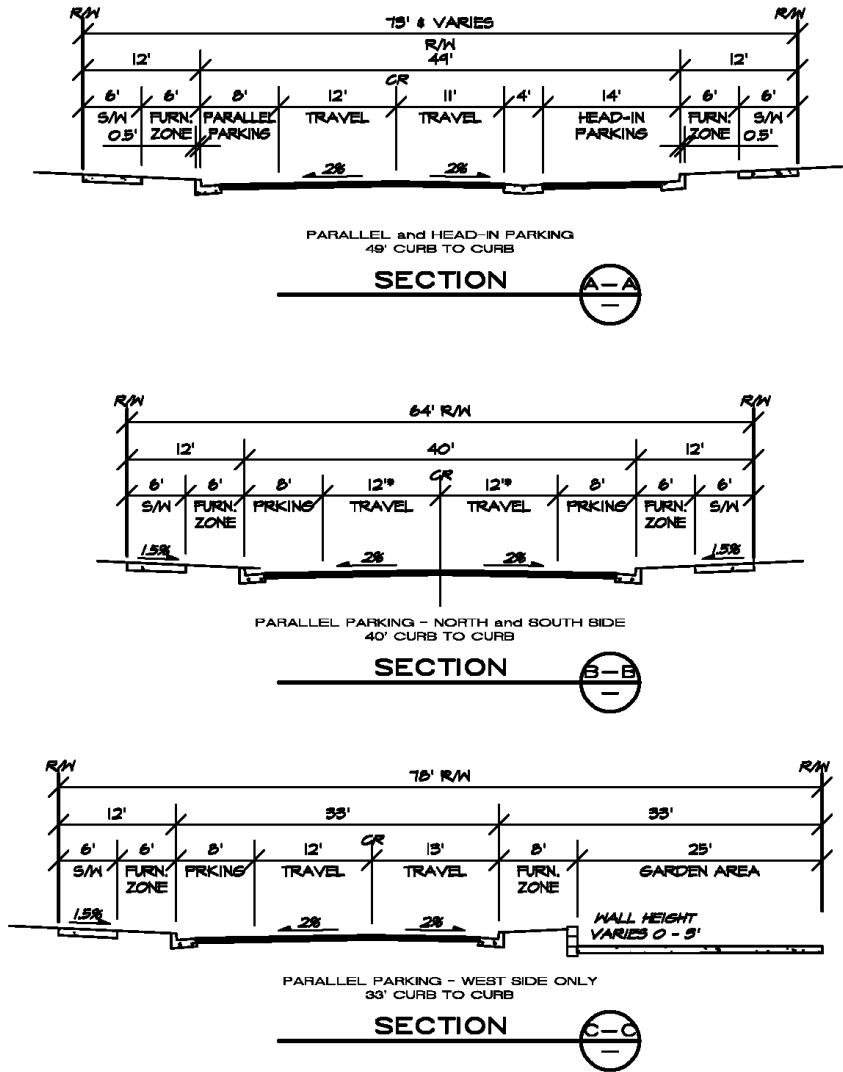
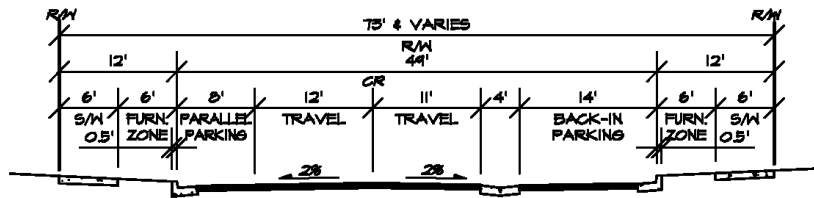
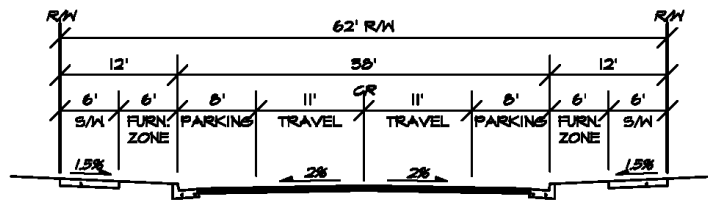


Figure 6.4 –Typical Street Cross Sections A-C



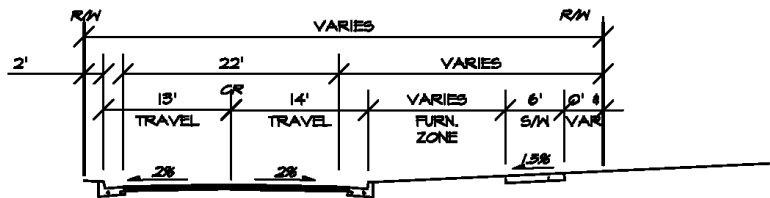
PARALLEL and BACK-IN PARKING
49' CURB TO CURB

SECTION



PARALLEL PARKING - EAST and WEST SIDE
38' CURB TO CURB

SECTION

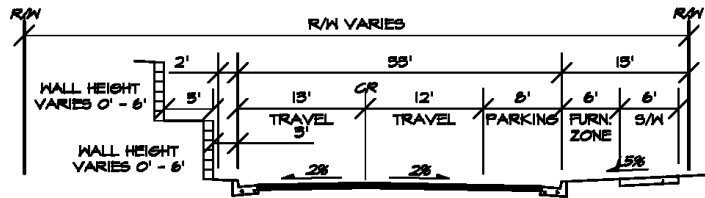


NO PARKING
27' CURB TO CURB

SECTION

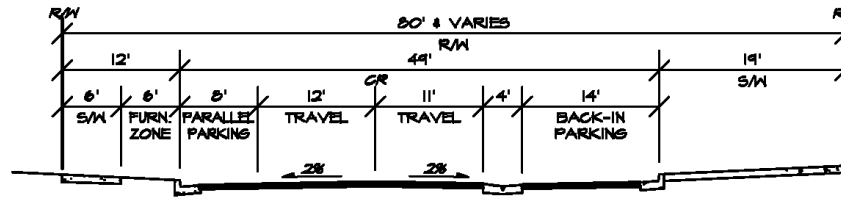


Figure 6.5 –Typical Street Cross Sections D-F



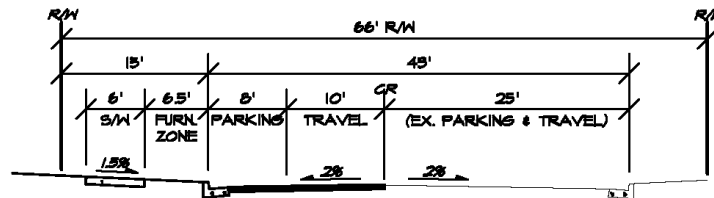
PARALLEL PARKING - EAST SIDE ONLY
33' CURB TO CURB

SECTION



PARALLEL and BACK-IN PARKING
48' CURB TO CURB

SECTION

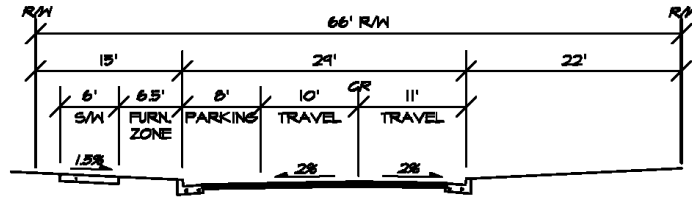


PARALLEL PARKING - SOUTH SIDE ONLY
43' CURB TO CURB

SECTION

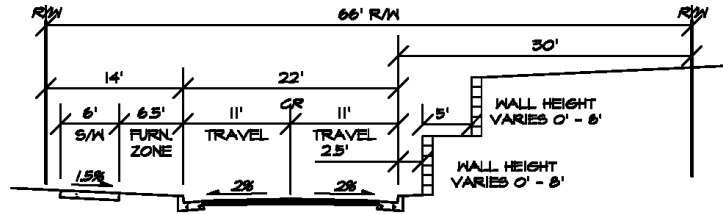


Figure 6.6 – Typical Street Cross Sections G-I



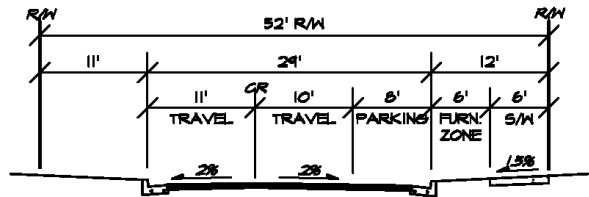
PARALLEL PARKING - SOUTH SIDE ONLY
29' CURB TO CURB

SECTION



NO PARKING
22' CURB TO CURB

SECTION

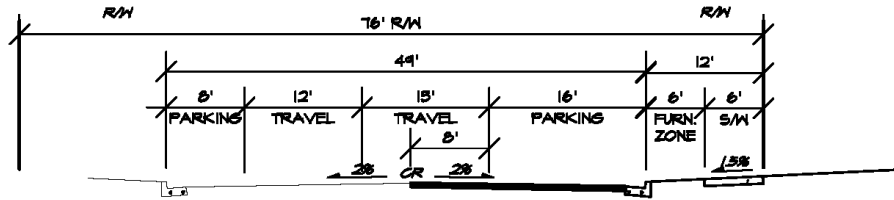


PARALLEL PARKING - NORTH SIDE ONLY
29' CURB TO CURB

SECTION

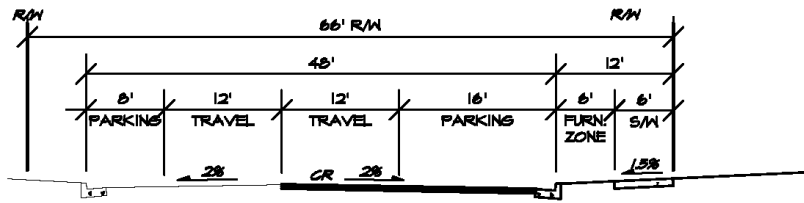


Figure 6.7 – Typical Street Cross Sections J-L



HEAD-IN PARKING - EAST SIDE ONLY
49' CURB TO CURB

SECTION



HEAD-IN PARKING - EAST SIDE ONLY
48' CURB TO CURB

SECTION



Figure 6.8 –Typical Street Cross Sections M-Blub-outs

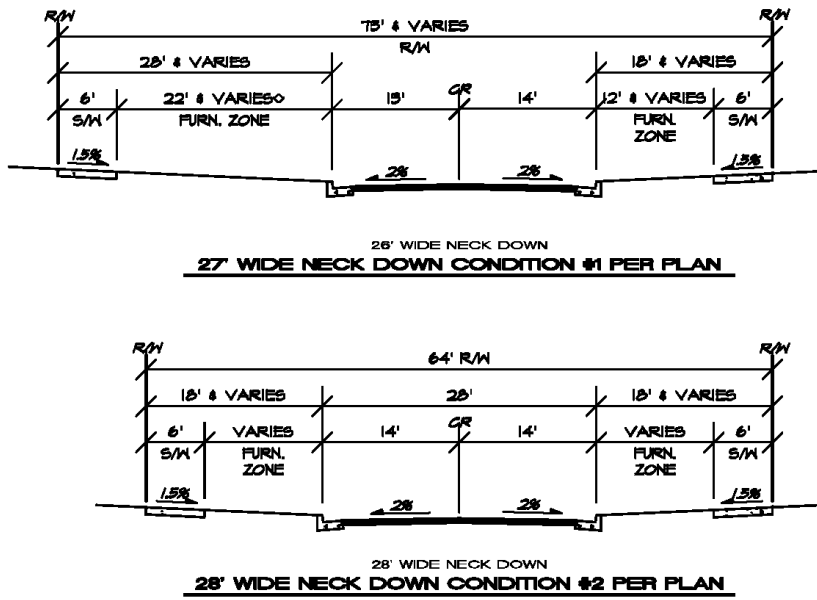


Figure 6.9 Typical Bulb-Out Neck Down Condition

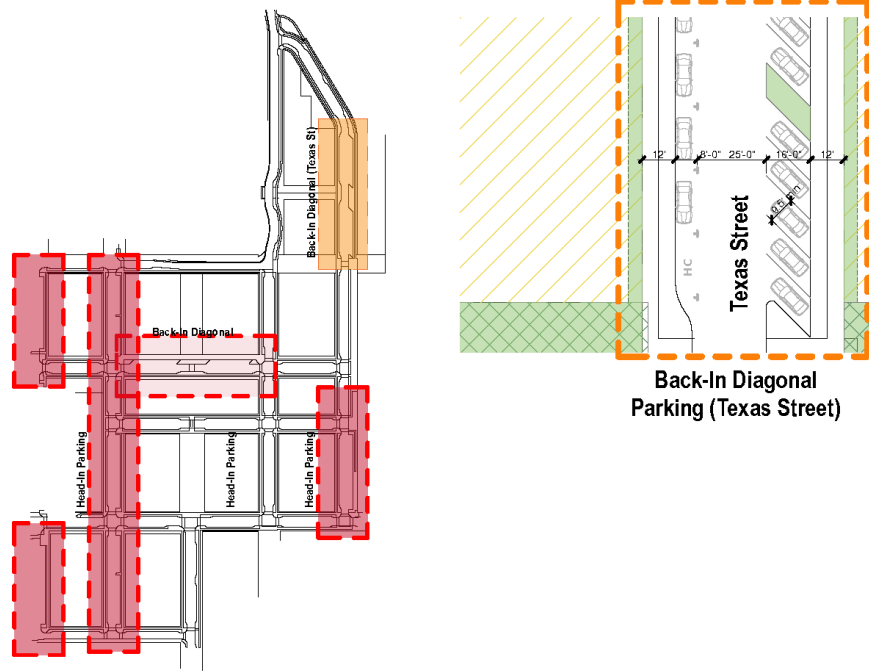
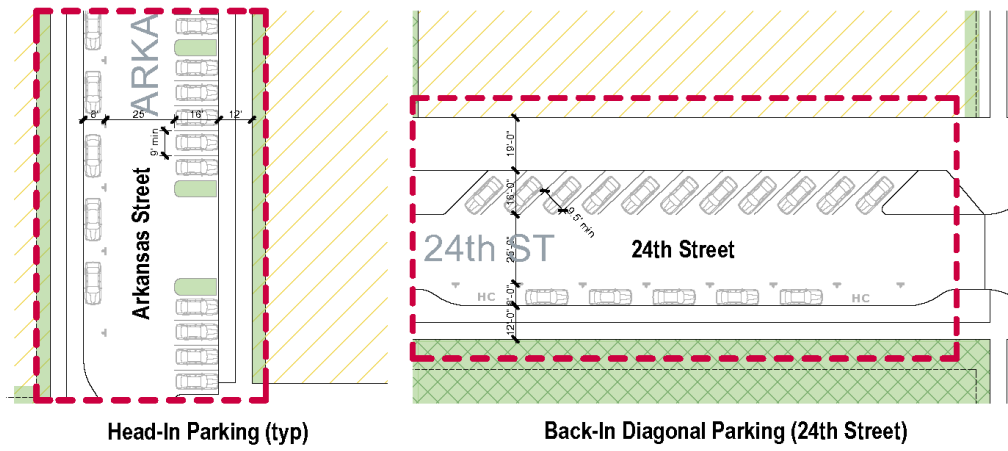


Figure 6.10 Typical Head-In and Back-in Parking Details and Location Map

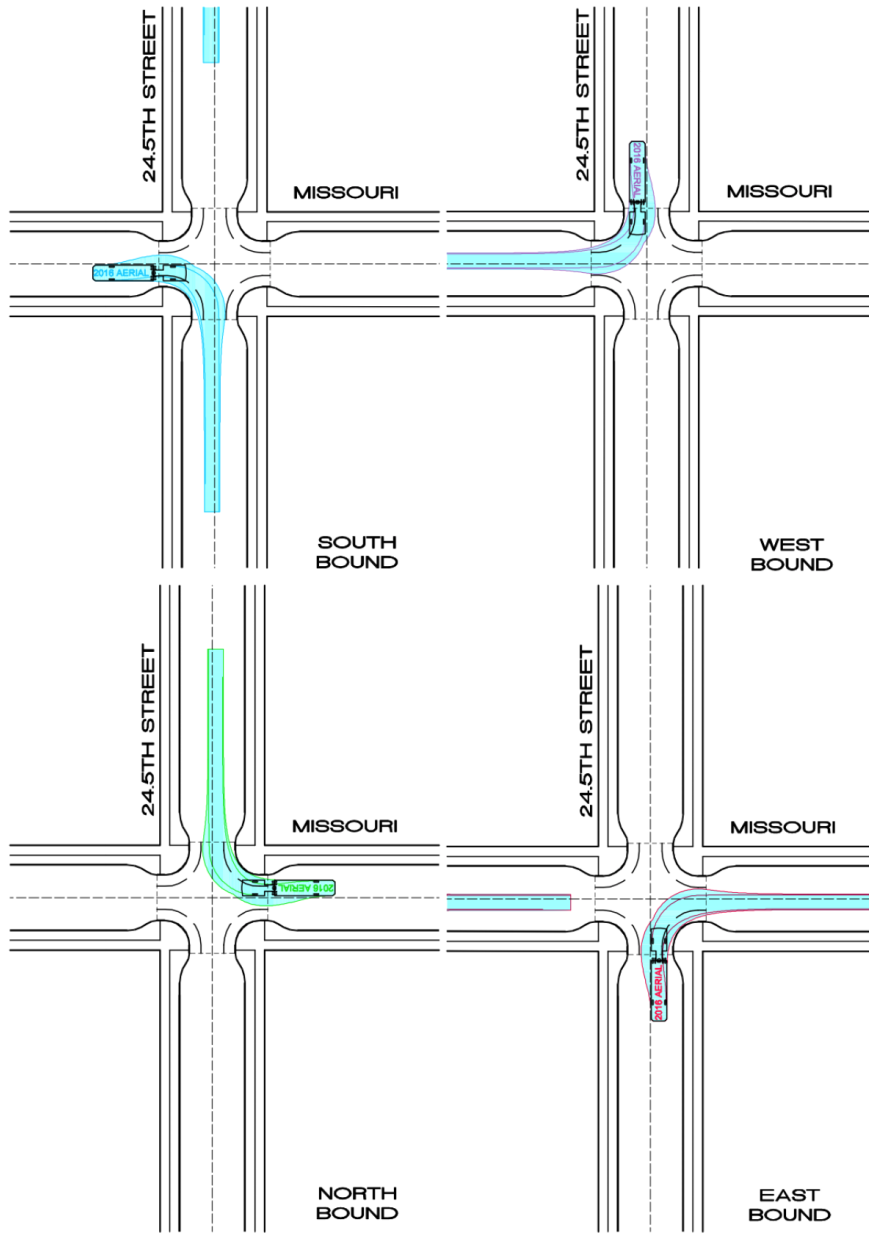


Figure 6.11 Typical Intersection Detail with Fire Truck Turning 2016 Aerial
 Turning templates for other intersections provided in the Appendix A

7. OPEN SPACE AND PARKS

7.1 Proposed Parks and Open Spaces

The open space concept builds off of the street network, urban design and circulation concepts to locate a variety of open space types throughout the project site and create new connections to the existing open spaces in the neighborhood. The location of each park, conceptual design, and detailed descriptions are provided in the *Potrero Hope SF Design Standards and Guidelines*.

Safe, active and inviting public spaces are key to the success of a new neighborhood. The new parks are designed and developed as part of the existing open space network, including Starr King Open Space and Potrero Hill Recreation Center. These new and existing open spaces will be connected by tree lined streets and generous landscape stairs, which in turn link to private stoops, porches, entry courts and courtyards. Together these landscape and streetscape elements constitute a central cross of open spaces along 24th and Connecticut Street that connect the project area to the surrounding neighborhoods.

Smaller parks are located at the intersection of Arkansas and 26th Streets and at the confluence of Texas and Missouri Streets. Additional open spaces are created with generous pedestrian connections throughout the site. Stairs along Connecticut and 23rd Street provide unique open spaces with grand views to the south and east. The cliff edges along 25th and 26th street provide a green edge to the south with small gathering areas to rest and enjoy the view. Along Texas Street, a community garden will be located on the east side of the street that will include a bbq and picnic area across from the 23rd Street Stair.

These park and infrastructure improvements, including stormwater collection facilities, stormwater controls, irrigation systems, and fire hydrants, will be designed and installed per City standards by the Developer. Playground and park designs shall be reviewed and approved by SFDPW prior to permit issuance and shall be inspected for compliance with the approved plans prior to being sanctioned for use.

In addition to the above parks and open spaces, the BRIDGE team intends to work collaboratively with the SFDPW to coordinate improvement plans along the 22nd Street ROW between Missouri and Arkansas Street. This connection is a key connection that provides access to the Potrero Rec Center and connects residents to the west to the 22nd Street Caltrain stop, 3rd Street MUNI and the Dogpatch. The current ROW has an unsafe and degrading path that should be updated with a safer stair. It is anticipated that the cost of the design, installation, and maintenance of any improvements would be the responsibility of SFDPW.



Figure 7.1 Open Space, Parks and Stairs Diagram
 (mini park may be located at illustrated location or on 26th)

8. Water Systems

8.1 Existing Low Pressure Water System

The existing low-pressure water system surrounds and crosses the site in all of the existing streets, with major lines in 26th and Wisconsin Streets.

8.2 Proposed Low Pressure Water System

Water service will be provided by a water supply, storage, and distribution system operated by the SFPUC. The system will be used for domestic water supply and low-pressure fire hydrants.

8.2.1 Project Water Demands

. Without knowing the size and construction type, the fire flow number assumes a worst case of 8000 gpm, but with 50% reduction for sprinklered buildings per the Fire Code. The irrigation demand assumes that the annual demand will occur in a 5-month period with all of the watering occurring in a 3 hour window. A Potable Water Master Plan that outlines the Project's methods used for calculating the flow demands will be submitted to the SFPUC for review and approval in accordance with Sec. 13 Utility Master Plans.

8.2.2 Project Water Supply

As included in the project EIR, the SFPUC has determined that there are adequate water supplies to meet the Project's water demands through 2035. The SFPUC passed Resolution 13-0110 approving the Water Supply Assessment for the Project on July 9, 2013.

8.2.3 Project Water Distribution System

The low-pressure water system will be designed and constructed by the Developer, then owned by the SFPUC upon construction completion and improvement acceptance by the City. The proposed low-pressure water system is identified schematically on Figure 8.1. This domestic water supply and fire protection system consists of ductile iron pipe mains, low-pressure fire hydrants, valves and fittings, and appurtenances. Final pipe sizes, locations, connections and interconnections, flows, pressures, and location and number of fire hydrants will be determined with an EPANET hydraulic model analysis using appropriate design criteria established by the City. The potable water infrastructure will be located within the public street pavement such that the outside wall of a water is a minimum of 1-foot clear from the lip of gutter and a minimum of 5-feet clear from a proposed tree trunk. The project water system will be modeled by the SFPUC during the Potable Water Master Plan review process to determine on-site system infrastructure requirements. After the Potable Water Master Plan approval process is substantially complete, final water system infrastructure designs for improvements within the new project streets will be submitted to the SFPUC for approval as part of the construction document plan set.

Vertical and horizontal separation distances between adjacent combined sewer system, potable water, and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02.

See Typical Street Utility (Figure 8.2) for depth and relationship to other utilities. Required disinfection and connections to new mains will be performed by the SFPUC at Developer's cost.

8.2.4 Proposed Fire Hydrant Locations

As shown on Exhibit 8.3, proposed on-site and off-site fire hydrants have been located at a maximum radial separation of 300 feet between hydrants. In addition, building fire department connections will be located within 100-feet of a fire hydrant. Final hydrant locations are subject to the approval of the SFFD, SFPUC, and will be located outside of the curb returns per DPW Order 175,387. If fire hydrants are required within the curb returns to meet SFFD requirements, the project will work with the SFPUC and SFPDW to request an exception per Sections VI and VII of DPW Order 175,387.

8.3 Off-site Mitigations

Given the increase in project density, the SFPUC will determine the project's impacts to its existing system surrounding the site as part of the Master Utility Plans approval process and confirm the required off-site mitigations to serve the redevelopment project. If off-site improvements are required, The Developer will either design and construct the off-site improvements or pay a fee to the SFPUC to cover the design and construction costs in the future. The off-site improvements will be owned, operated and maintained by the SFPUC after acceptance.

8.4 Phases for Potable Water System Construction

The Developer will design and install the new potable water system in advance of or in phases to match the Phases of the Project, per the Phasing Plan in the DA. The amount of the existing system replaced with each Block may be the minimum necessary to serve the Block. The new Phase will connect to the existing systems as close to the edge of the Phase area as possible while maintaining the integrity of the existing system for the remainder of the development. Repairs and/or replacement of the existing facilities necessary to serve the Phase will be designed and constructed by the Developer. The developer will be responsible for confirming adequate hydraulic capacity to meet fire requirements during phasing.

Master Utility Plans will be submitted to the SFPUC and SFPDW for review and approval as outlined in Section 13.

The SFPUC will be responsible for the new water facilities once construction of the infrastructure is complete and accepted by the City. Impacts to the improvements installed in previous phases caused by the design or construction of the current/new phases will be the responsibility of the Developer and addressed prior to approval of the Street Improvement Plans by the City.

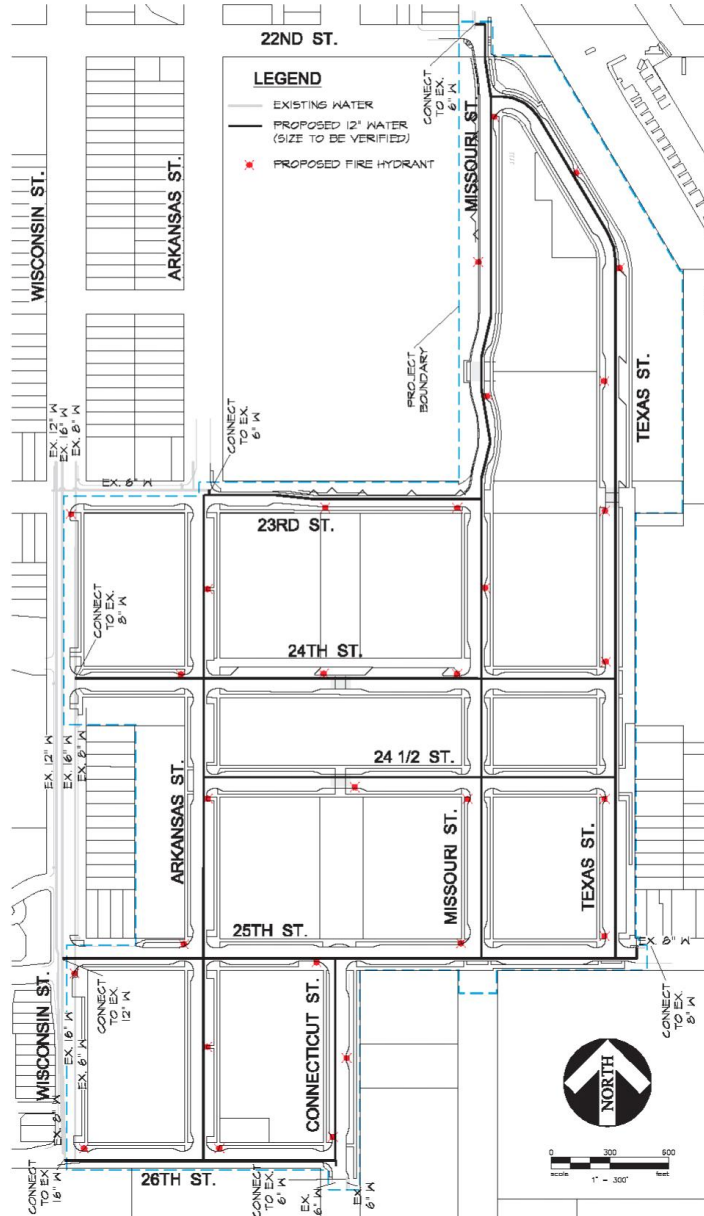


Figure 8.1 Conceptual Potable Water System Map

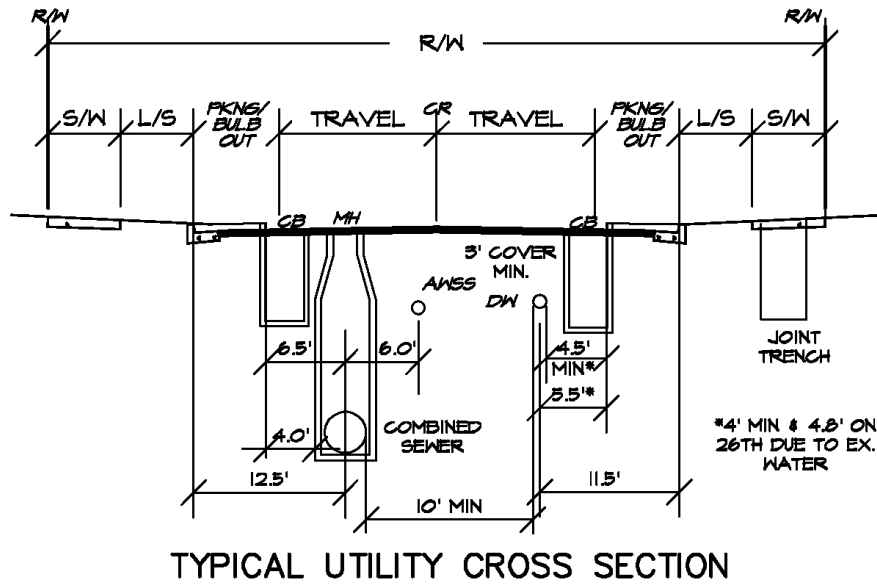
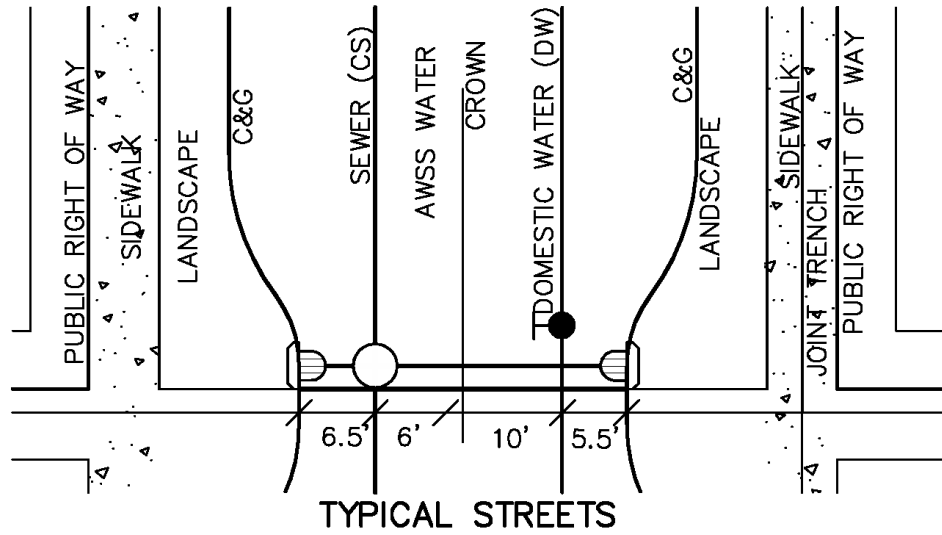


Figure 8.2 Typical Utility Sections within Public Streets

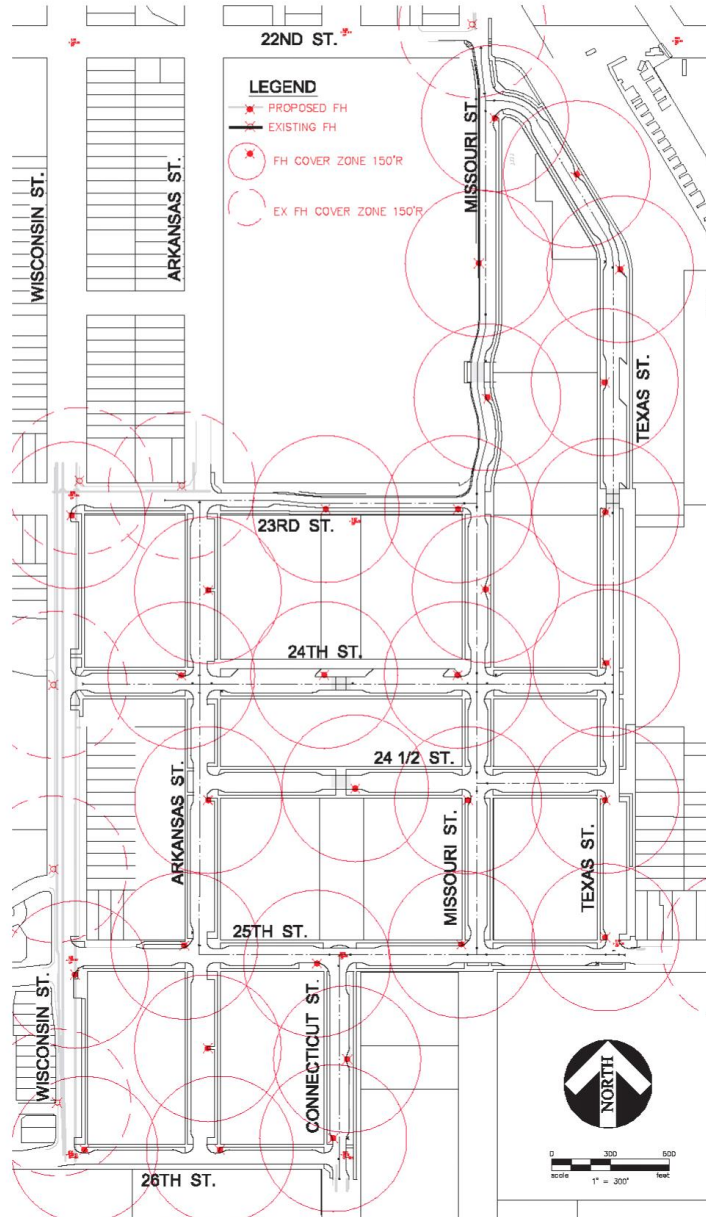


Figure 8.3 Conceptual Fire Hydrant Locations

9. COMBINED SEWER SYSTEM

9.1 Existing Combined Sewer System

The area of Potrero below 23rd street drains in lines ranging from 8" to 15" before exiting the site in an 24"-33" in Connecticut. The existing Potrero Annex area drains in lines range from 12" to 21" before leaving the site to the east in the former 23rd Street right of way. The existing lines are smaller (12") because it is so steep it has enough hydraulic capacity. After exiting the site, the combined sewer ultimately reaches the treatment plant.

9.2 Proposed Combined Sewer System

9.2.1 Proposed Sanitary Sewer Demands

Project sanitary sewer demands conservatively assume a 95% return on water demands resulting in an Average Daily Dry Weather Flow (ADWF) of approximately 247,000 gallons per day (gpd) based on the 260,000 gpd for water in the EIR. A Combined Sewer Master Plan that outlines the Project's methods for calculating the flow demands will be submitted to the SFPUC for review and approval as outlined in Section 13. Applying a peaking factor of 3 to the ADWF, the project is anticipated to generate a Peak Dry Weather Flow (PDWF) of 741,000 gpd. As recommended by the Subdivision Regulations, an Inflow and Infiltration rate (I&I) of 0.003 cubic feet per second (cfs) 1939 gpd) per acre is added to the PDWF to calculate the Peak Wet Weather Flow (PWWF). Including the project I&I of 73,682 gpd, the anticipated PWWF for the project is approximately 814,682 gpd.

9.2.2 Proposed Combined Sewer Capacity

Preliminary hydrology models for the entire site will be developed and provided to the City as part of the Master Utility Plan to confirm the combined sewer system designs and capacity. An analysis of the impacts of the proposed development demands will be reviewed as part of the Combined Sewer Master Plan review and approval process outlined in Section 13.

9.2.3 Proposed Combined Sewer Design Basis

The proposed combined sewer system will be designed in accordance with the San Francisco Subdivision Regulations or SFPUC wastewater utility standards, as appropriate. Piping systems will be designed to convey the 5-year storm event inside the combined sewer infrastructure with overland release of the 100- year 90-minute storm conveyed between the top of curb elevations of the streets. Where sewer ejector pumps, diversion line, or interceptors are incorporated into the private development parcel utility system designs, the sewer demands shall be included in the hydrology calculations for sizing combined sewer mains. If pumps, interceptors or diversion lines are not included, the sewer demands shall not be included in the sizing calculations for the combined sewer mains per the City Subdivision Regulations. Where sewer ejector pumps, diversion line, or interceptors are incorporated into the private development parcel utility system designs they will be owned and maintained by the private parcel owner.

9.2.4 Proposed Combined Sewer Design Criteria

As documented in the Subdivision Regulations or SFPUC wastewater utility standards, as appropriate, proposed 6-inch laterals to 21-inch pipes will be constructed from ASTM C-700 Extra Strength Vitrified Clay Pipe (VCP) with 24-inch to 36-inch pipe constructed from ASTM C-700 Extra Strength VCP. High density polyethylene (HDPE) pipe is anticipated to be an acceptable alternative to VCP, subject to SFPUC approval. HDPE pipe requires a different bedding than VCP, the bedding will also need to be approved by SFPUC. HDPE larger than 12-inch shall be mandrel tested.

Proposed city main sewers within the development will be constructed on approved crush rock bedding. The minimum residential and commercial service lateral size is 6 inches and 8 inches, respectively. Laterals will have an air vent and trap. Manhole covers will be solid with manhole spacing set at a maximum distance of 300 to 350 feet and at changes in size, grade or alignment. Stormwater inlets will be installed per the Subdivision Regulations or SFPUC wastewater utility standards and outside of the curb returns, crosswalks, accessible passenger loading zones and accessible parking spaces, where feasible.

A minimum cover of 6 feet will be provided on top of mains within public streets, unless a reduced cover depth is approved by the Director of Public Works with the consent of the SFPUC. Pipe slopes will be designed between minimum and maximum values and the diameter shall have sufficient capacity to carry the design flow when running half full based on depth ($d/D = 0.50$). Mains larger than 18 inches shall have sufficient capacity to carry the design flow when running 0.75 full based on depth ($d/D = 0.75$). Pipes will be sized such that the d/D will be 0.5 for Average Dry Weather Flows and 0.75 for Peak Wet Weather Flows. Freeboard Requirements will conform to the Subdivision Regulations or SFPUC wastewater utility standards. The minimum freeboard requirement should take precedence over the filling ratio (d/D) for design flow conditions. Unless approved otherwise by the SFPUC, the slope of the main sewer will achieve a minimum velocity of 2 ft/sec under average flow conditions. Combined sewer mains will be designed such that the maximum designed sanitary flows are less than 10 ft/sec.

Vertical and horizontal separation distances between adjacent combined sewer system, potable water, and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02. Where feasible, the combined sewer will be located in the center of the proposed public streets per Subdivision Regulations. As shown in Figure 8.2 the combined sewer will typically be offset from the center of the street to ensure that adjacent water lines can be placed outside of the proposed bulbouts while maintaining the required health code separation clearances. The combined sewer will be located within the public street pavement such that the outside wall is a minimum of 4-foot clear from the face-of-curb, including bulb-outs and a minimum of 5-feet clear from a proposed tree trunk. The outer edge of combined sewer manholes will a minimum of 4' from face of curb. Final approval of the combined sewer location within the street section and variances is subject to SFPUC approval during the Combined Sewer Master Plan and Project construction document review process.

9.2.5 Proposed Sewer and Combined Sewer Collection System

The proposed replacement combined sewer system is identified schematically on Figure 9.1. Flows from existing combined sewers that serve areas beyond the project boundaries will remain combined as they pass through the project. The combined sewer system will be designed and constructed by the Developer. Street sewers including street drainage within the new public rights-of-way will be reviewed and approved by the SFPUC. The new combined sewer system will be maintained and owned by the SFPUC, upon construction completion and improvement acceptance by the City. The proposed system will include City standard stormwater drainage inlets and sanitary sewer laterals connected by a system of 12-inch to 36-inch gravity combined sewer mains.

The combined sewer system will connect to the existing combined sewer at three locations – Connecticut Street on the south side of the project, 25th Street at the east side of the project and the 23rd Street right of way at the east side of the project. See Figure 8.2 for the approximate combined sewer system depth and its relationship to other adjacent utilities.

9.3 Phases for Combined Sewer System Construction

For each phase, the combined sewer system will be designed for the flows generated by that particular phase, and any existing flows or flows from future phases that will flow through the particular phase. Where construction abuts existing lines that are to remain, a condition assessment will be required for the existing pipes before and after construction of the phase. All sewers, manholes, laterals and catch basins shall require testing and videoing prior to date completion. Videoing shall be in NASSCO PACP format unless otherwise specified by the SFPUC.

A Combined Sewer Master Plan will be submitted to the SFPUC for review and approval as outlined in Section 13.

Upon the Developer offering and the City accepting a newly completed public street, the SFPUC will be responsible for the operation and maintenance of the new combined sewer system in the street.

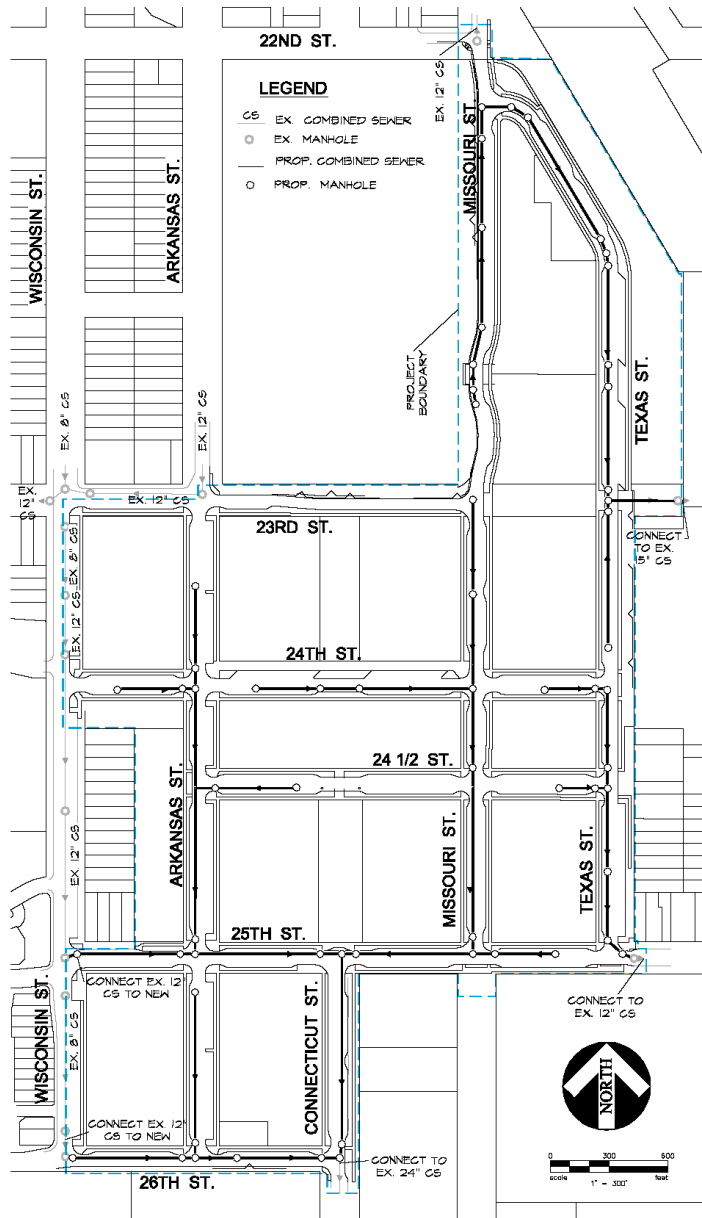


Figure 9.1 Conceptual Combined Sewer System

10. AUXILIARY WATER SUPPLY SYSTEM (AWSS)

10.1 Existing AWSS infrastructure

The San Francisco Public Utilities Commission (SFPUC), in cooperation with the San Francisco Fire Department (SFFD), owns and operates the Auxiliary Water Supply System (AWSS), a high-pressure non-potable water distribution system dedicated to fire suppression that is particularly designed for reliability after a major seismic event. Currently, AWSS infrastructure does not exist within or directly adjacent to the project site.

10.2 AWSS Regulations and Requirements

New developments within the City and County of San Francisco (CCSF) must meet fire suppression objectives that were developed by the SFPUC and SFFD following a major seismic event. The SFPUC and SFFD work with the Developer to determine post-seismic fire suppression requirements during the planning phases of the Project. Requirements will be determined based on increase in building density, fire flow and pressure requirements, Citywide objectives for fire suppression following a seismic event, and proximity of new facilities to existing AWSS facilities. AWSS improvements will be located in public right-of-way or on City property, as approved by SFPUC.

10.3 Conceptual AWSS Infrastructure

To meet the SFPUC and SFFD AWSS requirements, the development may be required to incorporate infrastructure and facilities that may include, but are not limited to:

- Multiple underground water storage cisterns, typically 75,000 gallons each;
- Seismically reliable high-pressure water piping and hydrants with connection to existing AWSS distribution system;
- Independent network of seismically reliable low-pressure piping and hydrants with connection to existing potable water distribution system at location that is determined to be seismically upgraded by SFPUC;
- Portable water supply system (PWSS), including long reaches of hose and equipment mounted on dedicated trailers or trucks.

For the Project, a high-pressure water piping and hydrant system will be designed and installed by the Developer, based on plans approved by the SFPUC. Existing AWSS system is located on Cesar Chavez Street at the bottom of Connecticut and on Pennsylvania Street at the bottom of 25th Street. Final design of the AWSS solution for the Project Site will be determined by the SFPUC and SFFD.

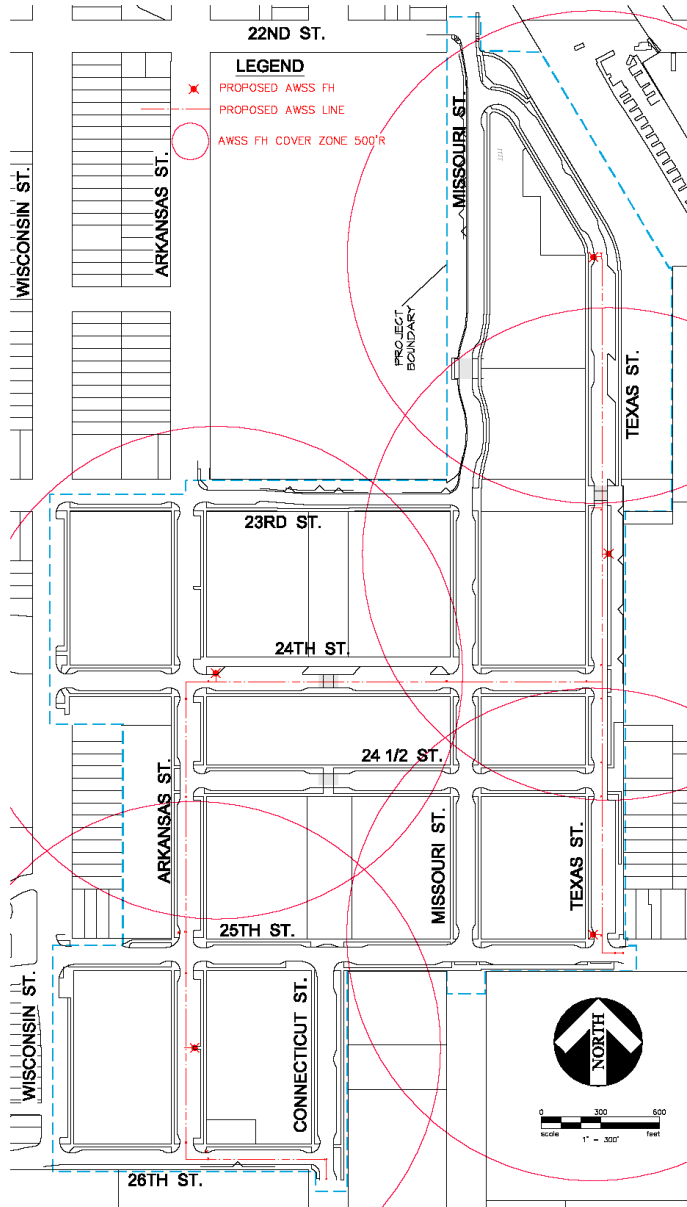


Figure 10.1 AWSS System Diagram

11. Storm Water Management

11.1 Existing Stormwater Management System

The existing Potrero Terrace and Annex is approximately 50% impervious due to the existing streets, buildings and walkways. Stormwater is collected throughout the site and ultimately the combined sewer leaves the site at 3 locations – Connecticut Street, 25th Street to the east, and the easement for the former 23rd Street right of way. The existing site did not include any stormwater controls to reduce runoff volumes.

11.2 Proposed Stormwater Management System

11.2.1 San Francisco Stormwater Management Requirements

The SFPUC Stormwater Management Requirements document is the regulatory guidance describing requirements for post-construction stormwater management. The SFPUC Stormwater Management Requirements requires a project to implement a stormwater management plan that prevents the post-development discharge rate and quantity from exceeding the pre-development condition, when the existing site surface is 50% or less impervious. For projects where more than 50% of the existing site surface is impervious, the project is required to implement a stormwater management plan that results in a 25 percent decrease in the total volume and peak flow of stormwater runoff from the 2-year 24-hour design storm.

11.2.2 Baseline Assumptions and Proposed Site Methodology

Per a determination by SFPUC, the development will use design criteria for stormwater management performance based on the existing site conditions for 50% impervious surfaces for the entire project area, which means that it will maintain the pre-development conditions for discharge rate and quantity. This design criterion will be consistently applied for the overall development and then be applied on a block-by-block basis, with each block also responsible for the area of the half-width or whole-width of the public ROW that is adjacent to it. Each block will install, own, and maintain stormwater controls to meet the overall stormwater performance requirement for the block area and associated adjacent public ROW. See Figure 11.1 for the proposed block-by-block stormwater management area obligations. Any BMP developed within and for each phased Block will be maintained by the developer, or their assigns, via the requirements of the Stormwater Management Ordinance.

Any stormwater controls proposed to manage public right of way stormwater runoff must be reviewed and approved by SFPW and SFPUC in the Stormwater Management Master Utility Plan (MUP).

Preliminary conceptual design indicates that stormwater controls may not be feasible in the roadway portion public right of way. It will be the responsibility of the developer of each block to determine if the proposed stormwater controls within the public right of way are feasible where proposed in the Stormwater MUP. Any stormwater controls proposed to manage parcel stormwater within common areas between development blocks (e.g., such as the Connecticut and 23rd Street stairways) must be reviewed and approved by SFPW and SFPUC in the Stormwater Management MUP. Maintenance of the common area stormwater controls will be shared by the blocks adjacent to the common areas.

11.3 Stormwater Control Plans

Due to the block-by-block approach to stormwater management compliance, the developer of each block will be required to prepare and implement a Stormwater Control Plan (SCP) for the block which shall include on-site stormwater controls sized to manage the block itself and any associated adjacent ROW or common area, as delineated on Figure 11.1, Conceptual Stormwater Master Management Plan.

All block SCP's must provide a copy of the Stormwater Management Master Utilities Plan with the actual delineation of the associated block. Any changes to Figure 11.1 must be tracked by the developer to ensure all public ROW areas have been managed at build-out. Where stormwater controls within the public ROW are approved in the Stormwater MUPs, the developer will be required to prepare and implement a separate SCP per the phased street improvement plans (SIPs) that includes any adjacent public ROW stormwater controls. The Final SCP for any proposed public ROW stormwater controls must be reviewed and approved by SFPUC prior to issuance of the associated Street Improvement Permit.

Each SCP will be prepared in compliance with SFPUC Stormwater Management Requirements and the approved Potrero Stormwater Management Master Utilities Plan. The selected modeling methodology for the phased SIPs will be per the SFPUC Accepted Hydrologic calculation methods. The Stormwater Management Master Utilities Plan for the public improvements will be submitted for review and approval as outlined in Section 13. Any stormwater controls installed within the public ROW must be constructed per an SFPUC reviewed and approved Stormwater Management Phasing and Sequencing Plan.

11.4 Phases for Stormwater System Construction

The Developer will design and install the new stormwater controls with the design and construction of each block of the project. Permanent stormwater controls shall be installed to comply with the SFPUC Stormwater Management Requirements at the completion of each block and/or phase of the Project.

At all phases of the development, the Developer must provide functioning and adequate stormwater controls in compliance with the SFPUC's post-construction Stormwater Management Requirements. The Developer must complete the construction of the stormwater controls and record the stormwater maintenance agreement prior to issuance of the Certificate of Final Completion. If a future park will include stormwater controls necessary for a particular phase of development or future parcel to meet the Stormwater Management Requirements of that development, the Developer must complete the construction of the stormwater controls and record the stormwater maintenance agreement prior to issuance of the Certificate of Final Completion. Centralized stormwater controls necessary to achieve stormwater management compliance within a development phase(s) will be constructed and operational prior to completion of that phase(s).

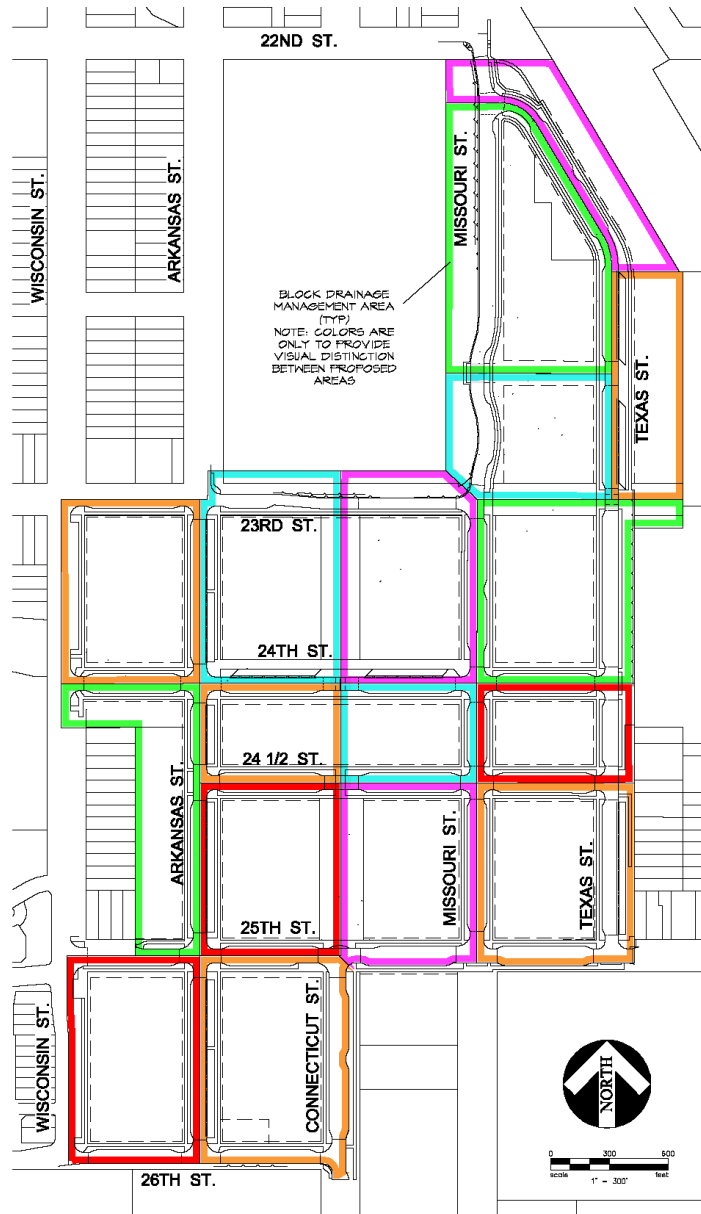


Figure 11.1 Conceptual Stormwater Master Management Plan

12. Dry Utilities

12.1 Existing Electrical, Gas, and Communication Systems

On Wisconsin, Missouri, Texas, 23rd, 25th, and 26th Streets adjacent to the Project site, there are existing electrical, gas, and communication systems. Most of the electrical and communication lines are overhead on these streets.

12.2 Project Power Providers and Requirements

Chapter 99 of the City of San Francisco Administrative Code requires the City to consider the feasibility of supplying electricity to new development projects. SFPUC has determined that they will provide electric service for the project. The City has stated its intent to provide electric service to the Project on terms and conditions generally comparable to, or better than, the electric service otherwise available from PG&E.

12.3 Proposed Joint Trench

The proposed Joint Trench is identified schematically on Figure 12.1. Work necessary to provide the joint trench for dry utilities, typically installed within in public rights-of-way, consists of trench excavation and installation of conduit ducts for electrical, gas, and communication lines. Gas mains must be 10-ft. clear from building foundations. Additionally, utility vaults, splice boxes, street lights and bases, wire and transformer allowance, and backfill are included. Electric and power systems will be constructed per the applicable standards of the agency or company with controlling ownership of said facilities with street lighting infrastructure constructed per City standards. The utility owner/franchisee (such as SFPUC, PG&E, AT&T, Comcast and/or other communication companies) will be responsible for installing facilities such as transformers and wire. All necessary and properly authorized public utility improvements for which franchises are authorized by the City shall be designed and installed in the public right-of way in accordance with permits approved by SFDPW. Joint trenches or utility corridors will be utilized wherever allowed. The location and design of joint trenches or utility corridors in the right-of way must be approved by SFDPW during the street improvement plan process. The precise location of the joint trench in the public right-of-way will be determined prior to recording the applicable Final Map and identified in the project construction documents. Nothing in this Infrastructure Plan shall be deemed to preclude the Developer from seeking reimbursement for or causing others to obtain consent for the utilization of such joint trench facilities where such reimbursement or consent requirement is otherwise permitted by law.

12.4 Phases for Dry Utility Systems Construction

The Developer will design and install the new joint trench systems in phases to match the Phases of the project. The amount of the existing system replaced with each Phase will be the minimum necessary to serve the Phases. The Phase will connect to the existing systems as close to the edge of the new Phase as possible while maintaining the integrity of the existing system. Repairs and/or replacement of the existing facilities necessary to serve the Phase will be designed and constructed by the Developer.

The service providers will be responsible for maintenance of existing facilities until replaced by the Developer and will be responsible for the facilities once the Phase or facility is complete and accepted by the utility provider.

Impacts to improvements installed with previous phases of development due to the designs of the new phase will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new phase.

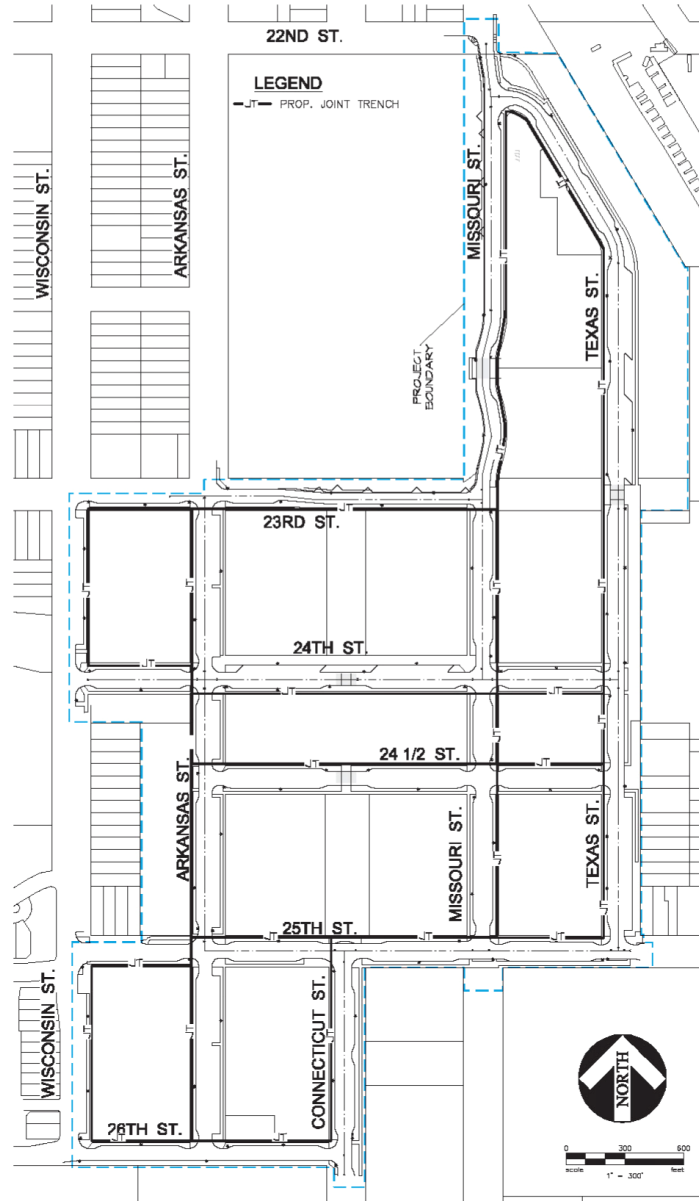


Figure 12.1 Conceptual Joint Trench Plan

13. FUTURE DOCUMENTATION SUBMITTAL REQUIREMENTS

Following City approval of this Master Infrastructure Plan (MIP), the Developer shall submit the following subsequent infrastructure related design documents to the City for review and approval to ensure that all proposed infrastructure improvements, including public water, wastewater, stormwater management, dry utilities (including SFPUC power) and public right-of-way improvements meet all requirements and standards of the City.

13.1 Outline of Submittals

Master Infrastructure Plan (MIP)

The MIP is an exhibit to the Development Agreement (DA). The MIP outlines the infrastructure responsibilities of the City and the Developer and defines the site and infrastructure improvements required to construct the project.

Master Plans

Supplemental to the Master Infrastructure Plan, the developer shall submit a set of Master Plans to the City for approval.

The Master Utility Plans will include the following:

- Electrical Master Utility Plan
- Low Pressure Water System Master Plan
- Combined Sewer Master Plan
- Stormwater Management Master Utilities Plan
- Grading and Overland Release Master Plan

Other Master Plans:

- Master Streetscape Plan
- Street/Grading Master Phasing Plan

Development Phase Design Review Application

The Phase Application is intended to ensure that all buildings within a phase as well as new infrastructure, utilities, open space and all other improvements promote the purpose of the HOPE SF Program, Special Use District and meet the requirements of the Design Standards and Guidelines (DSG) and MIP documents.

Street Improvement Plans

Street improvement plans will be submitted for each phase in the form of Construction Documents. Document sets will be submitted at 30%, 60%, 95% and 100%.

13.2 Master Utility Plans (MUPs)

Following approval of the Master Infrastructure Plan, but prior to the submittal of 60% construction documents for Phase 1 (Block X and adjacent segments of 25th and Connecticut streets), the Developer shall submit draft Master Utility Plans to the City (with the exception of the Electrical Master Utility Plan which will be submitted prior to the 30% construction documents of Phase 2). All Master Utility Plans must be approved by the SFPUC prior to review of the 30% construction documents for Phase 2. The SFPUC will handle review and approval, as outlined below, that cover site wide infrastructure issues that were not detailed in the Master Infrastructure Plan. The Master Utility Plans shall generally include:

13.2.1 Electrical Master Utility Plan

This master utility plan shall be submitted as described in the SFPUC's Rules & Regulations Governing Electrical Service, Appendix II. The study shall contain the following information:

- Single line diagrams, and a site-wide exhibit showing general routing of distribution cables and key facilities such as switches and switchgear, for an electrical system that is consistent with any approved development plan.
- A phasing plan identifying major development milestones sequencing with estimated time schedules.
- Existing site maps, proposed land use plans, estimated number of proposed units and configuration, gross unit area, projected demand and annual energy load estimates for at least five years.
(Please refer to the SFPUC's Rules & Regulations Governing Electrical Service found online at <http://sfwater.org/index.aspx?page=172>)
- Typical joint trench configuration
- Written description and figures showing any proposed underground dry utility-related structures in the public ROW.
- Description and figures showing any proposed easements for future dry utility facilities.
- Updated description and figures showing any revised project phasing.

Additionally, this MUP shall include streetlighting:

- Proposed streetlight locations
- Proposed fixture type(s)
- Classification information for each street (or street segment, as applicable)
- Streetlight design criteria/relevant regulations

Infrastructure improvement plans for streetlights must include photometric calculations and specifications.

13.2.2 Low Pressure Water System Master Plan

The descriptions shall include the following:

- In the event that hydraulic modeling is necessary to confirm that the City system can accommodate flows from the Project, those studies will be conducted by the City as a reimbursable City cost.

- Written description and figures showing the proposed gravity pipe and force main layout, sizes, materials, depths, velocities and slopes.
- Written description and figures showing all proposed pump stations or non-pipe facilities proposed as part of the project.
- Figures showing all proposed points of connection with existing SFPUC-owned sewer infrastructure as appropriate. (City standard connection details to existing infrastructure will be provided with 30% CD's.)
- Figures showing proposed service connections to parcels. (City standard service connection details will be provided with 30% CD's.)
- Written description and figures showing any proposed underground sewer-related structures in the public ROW.
- Description and figures showing any proposed easements for future sewer facilities.
- Updated description and figures showing any revised project phasing.

13.2.3 The Combined Sewer Master Plan

The Master Plan shall include the following:

- A written description and figures demonstrating that a functioning wastewater infrastructure system will be in place at all times and complies with all City laws, codes and regulations at all phases of development up to and including full build out of the Project.
- Stormwater Capacity Analysis for entire development including modeling (SWMM or equivalent) to demonstrate that the Project will provide adequate collection system capacity. The Analysis shall include detailed sanitary sewer and stormwater flows based on anticipated building usage and development plan, analyzing the impact of the project on downstream infrastructure (points of connection to the existing public combined sewer system), localized wet weather flooding; and combined sewer system surcharges into streets at full build out. The analysis shall include a detailed description of all assumptions and calculation methods used, including explanation and reference for selected peaking factors.
- A written description and figures outlining any proposals for variances to the SFPUC standards for the combined sewer location within the street section for review and approval of the SFPUC on a case-by-case basis (such approval will not be granted as part of the MUP approval).
- In the event that hydraulic modeling is necessary to confirm that the City system can accommodate flows from the Project, those studies will be conducted by the City as a reimbursable City cost.
- Written description and figures showing the proposed gravity pipe and force main layout, sizes, materials, depths, velocities and slopes.
- Written description and figures showing all proposed pump stations or non-pipe facilities proposed as part of the project.
- Figures showing all proposed points of connection with existing SFPUC-owned sewer infrastructure as appropriate. (City standard connection details to existing infrastructure will be provided with 30% CD's.)
- Figures showing proposed service connections to parcels. (City standard service connection details will be provided with 30% CD's.)

- Written description and figures showing any proposed underground sewer-related structures in the public ROW.
- Description and figures showing any proposed easements for future sewer facilities.
- Updated description and figures showing any revised project phasing.

13.2.4 Stormwater Management Master Plan

The Master Plan shall include the following:

- Conceptual plans showing the location of any proposed stormwater management control located in the public ROW sidewalk and roadway, shared corridors, or parks. Stormwater management controls located in the public ROW shall be modeled and quantify per [SFPUC Accepted Hydrologic Calculation Methods](#)
- Conceptual details showing any proposed stormwater management controls, as appropriate.
- A project wide Maintenance Assessment of the maintenance required for the proposed Stormwater Controls as well as a description of the funding mechanism that will be in place to perform that maintenance.
- Updated description and figures showing any revised project phasing.

13.2.5 Grading and Overland Release Master Plan

The Master Plan shall include the following:

- Written description and figures generally showing the overland flow path for the 100- year storm, outlet locations, and drainage boundaries.
- A hydrologic/hydraulic modeling analysis to demonstrate overland flow will be managed at full project build out as required in applicable codes and regulations. The analysis shall include all proposed surface improvements in the development phase that could impede overland flow paths in the ROW such as raised intersections, curb less street designs, bulb-outs, etc. If site designs cannot meet the SFPUC requirements for overland drainage release, alternative solutions will be developed with the submittal of the 30% Street Improvement Plans for the initial phase of development.
- The preliminary geotechnical investigation will be included as a part of this Master Plan to demonstrate to SFPUC and DPW that the project grading can be mitigated to minimize differential settlement across the project site. As each phase develops, it will be required to prepare a new geotechnical investigation that addresses any specific mitigation measures regarding the soil and foundation improvements that can be implemented based on the proposed phase development.
- Updated description and figures showing any revised project phasing.

13.3 Other Master Plans

Following approval of the Master Infrastructure Plan, but prior to the submittal of 30% construction documents for Phase 2 the following Master Plans shall be submitted to the City for review and approval.

13.3.1 Streets/Grading Phasing Plan

The Streets/Grading Phasing Plan shall include conceptual grading and infrastructure utility maps for each phase showing how the proposed improvements will connect to existing and/or previous phase grades and utilities.

13.3.2 Streetscape Master Plan

The Streetscape Master Plan will summarize streetscape and public-way improvements for the Project. The Master Plan will include conceptual layouts for all street conditions, provide a furniture and material palette, streetlight and furniture locations and conceptual planting plan.

13.4 Street Improvement Plans

Street Improvement Plans shall be submitted to the DPW Infrastructure Task Force for review. Construction Documents will be submitted at 30%, 60%, 95% and 100% completion.

Street Improvement Permit Applications shall include the following:

- Standard specifications for use with all subsequent improvement phases will be submitted with the first phase of development. Subsequent improvement phases will conform to the approved standard specifications subject to future changes allowed by the DA. Phase specific specifications to supplement the standard specifications will be submitted for review and approval, as needed.
- Proof of conformance with infrastructure requirements outlined in the applicable Tentative Map conditions, City regulations, the MIP, and the phase applications.
- Proof of conformance with mitigations identified in the phase application to alleviate impact of the development project on downstream infrastructure, minimize localized flooding, minimize combined sewer system surcharges, and safely manage overland flow.
- Proof of conformance with the stormwater management requirements applicable to the project at the time of submission including:
- Preliminary Stormwater Control Plan at conceptual design first construction document (30% construction documents)
- Final Stormwater Control Plan at detailed design (100% construction documents)
- Proof of conformance with the City's construction site runoff requirements, including a Storm Water Pollution Prevention Plan/Erosion and Sediment Control Plan
- Details of the connection to existing, off-site infrastructure.
- Listing on the plans of how environmental mitigation measures (from the EIR) have been addressed.

APPENDIX

Appendix A – Intersection Turning Radius Compliance

Appendix A illustrates the 2016 Aerial, 2016 Fire Engine and 40' Excelsior Turning Template at all street intersections.

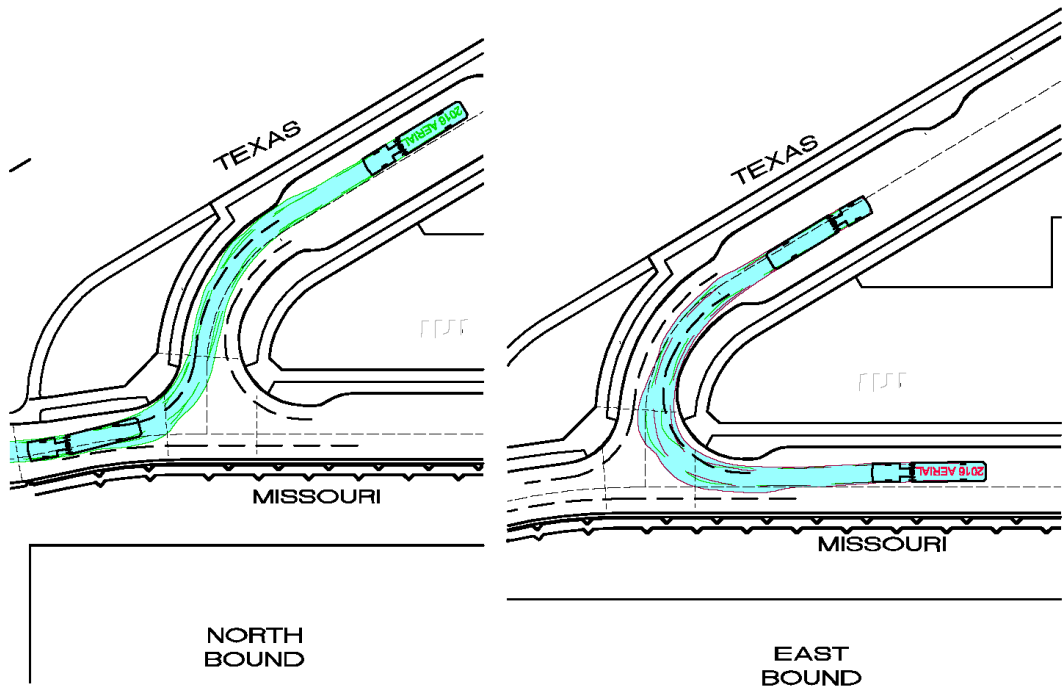
Appendix B – Existing Utilities (Full Size)

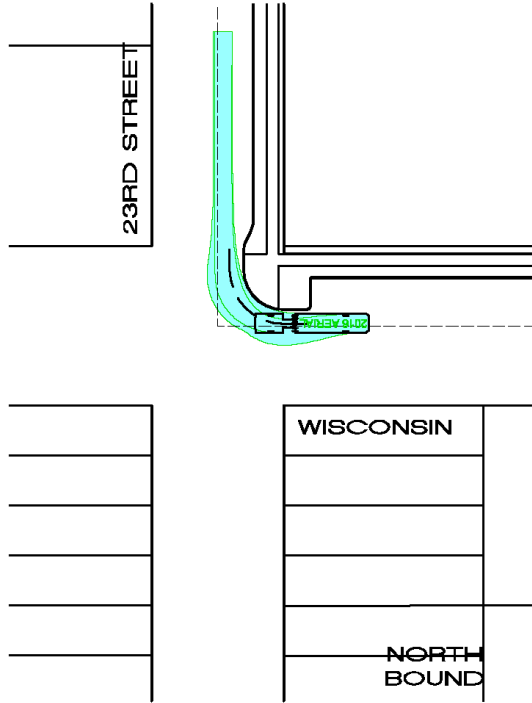
Appendix C – Vertical Clearance Diagrams

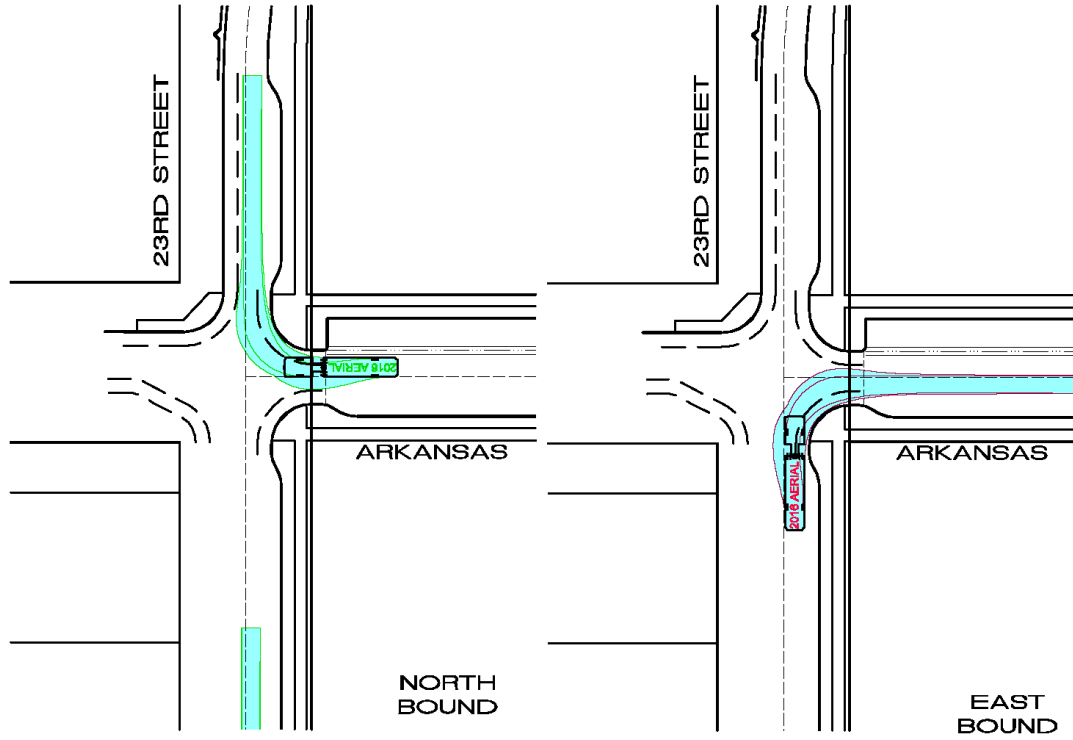
Appendix D – 11 x 17 Plan Figures

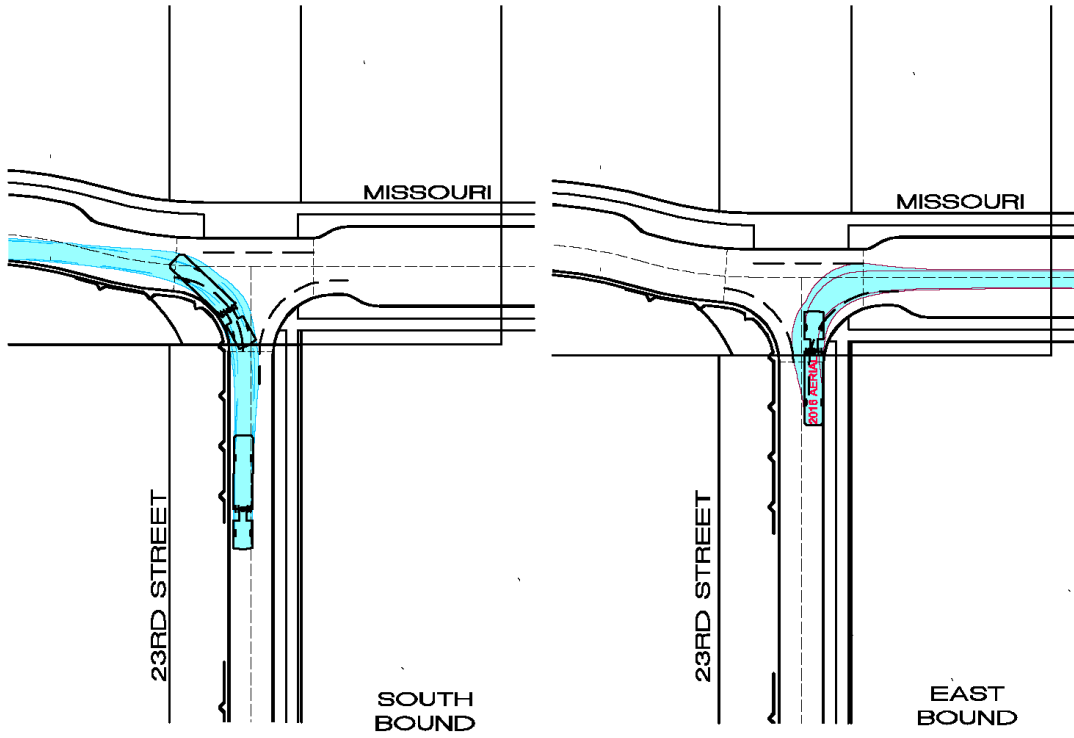
APPENDIX A

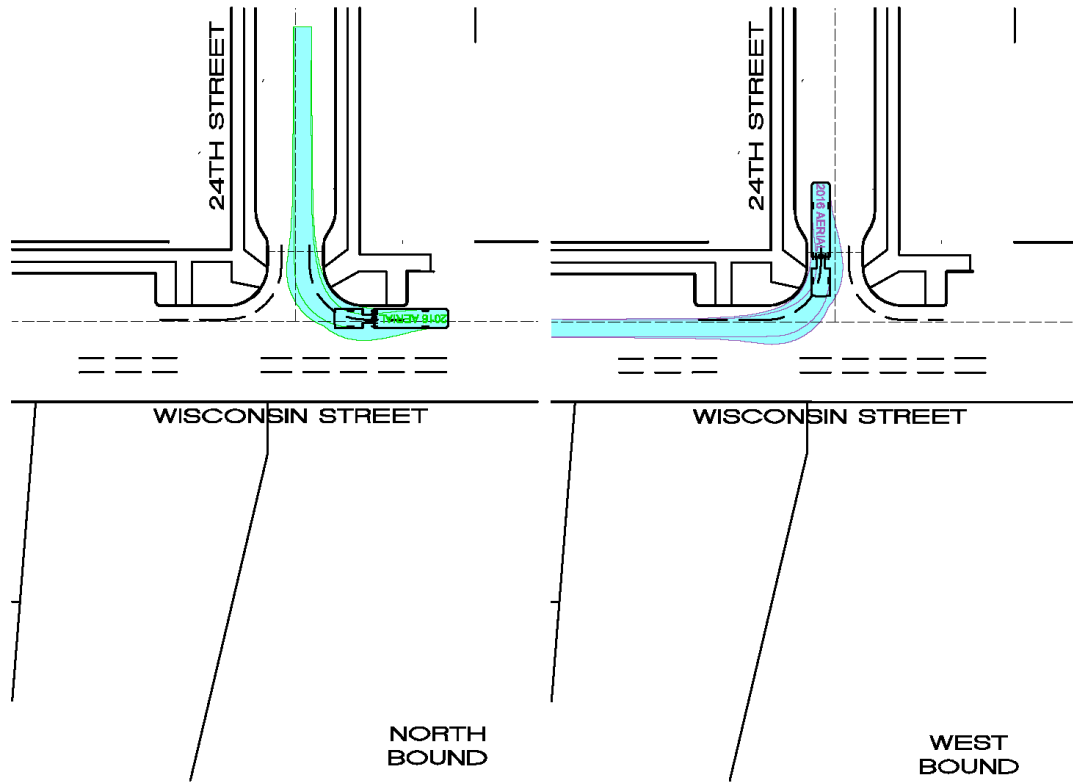
TURNING TEMPLATES

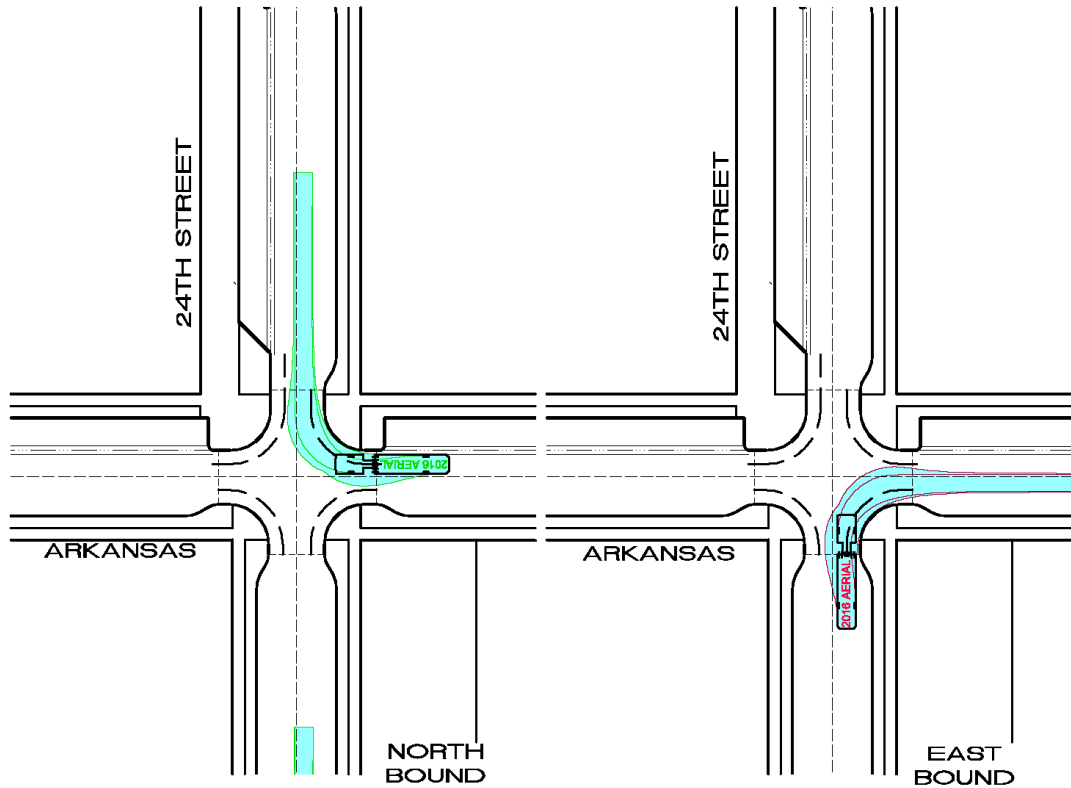
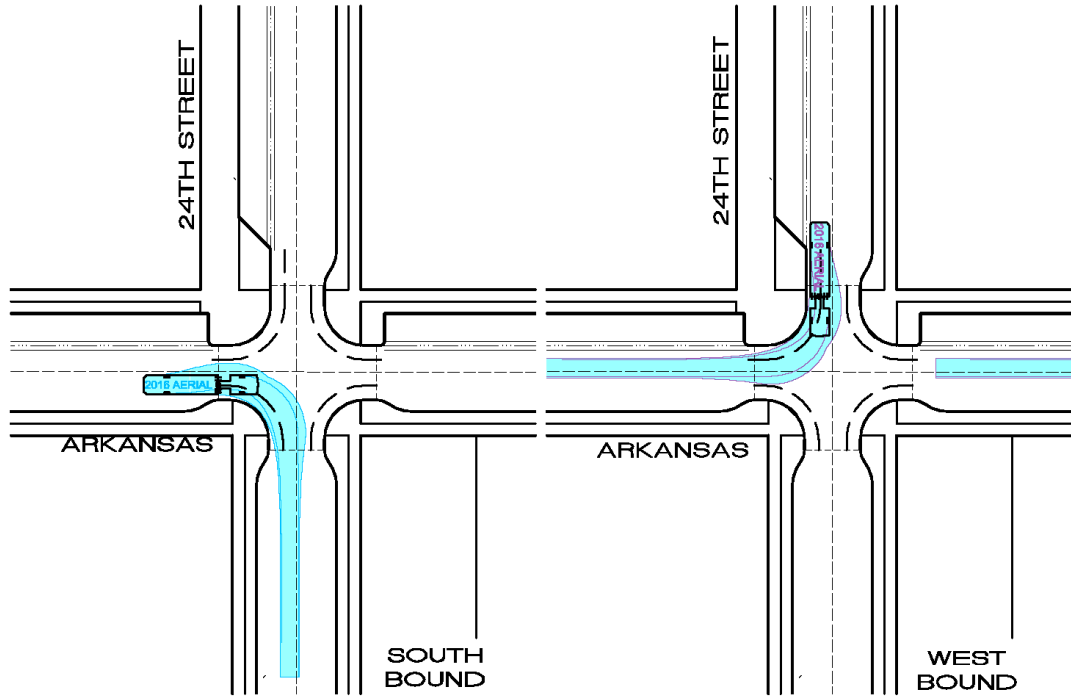






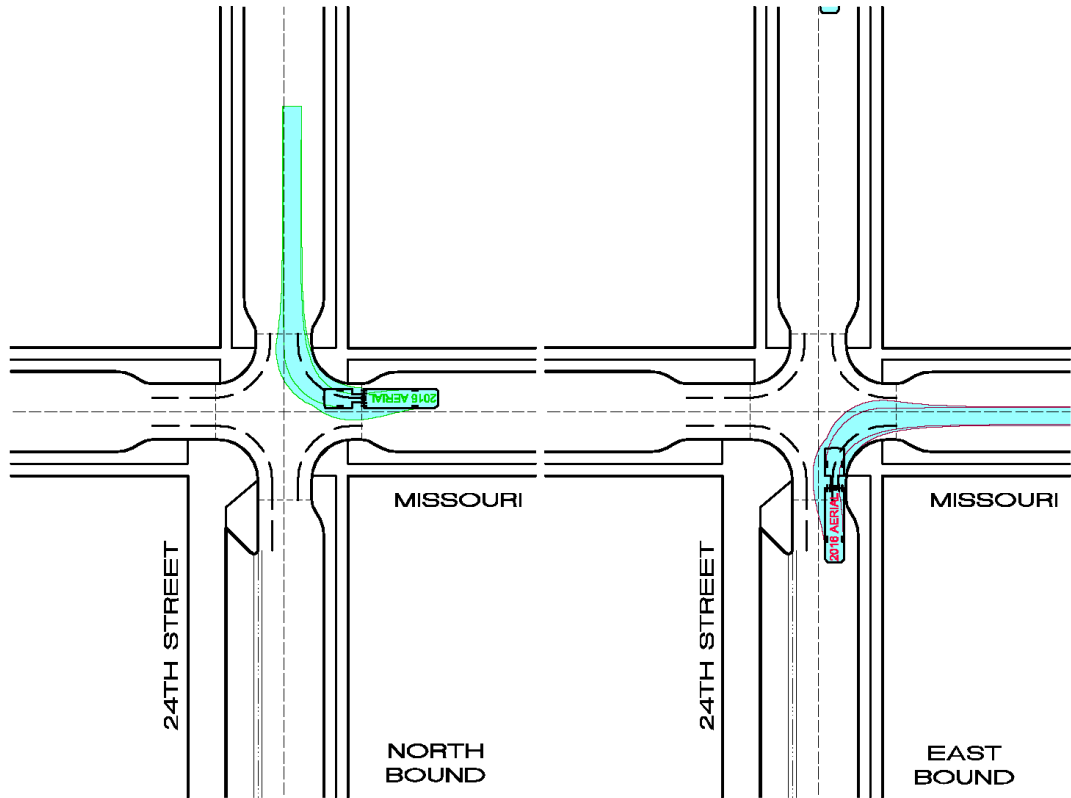
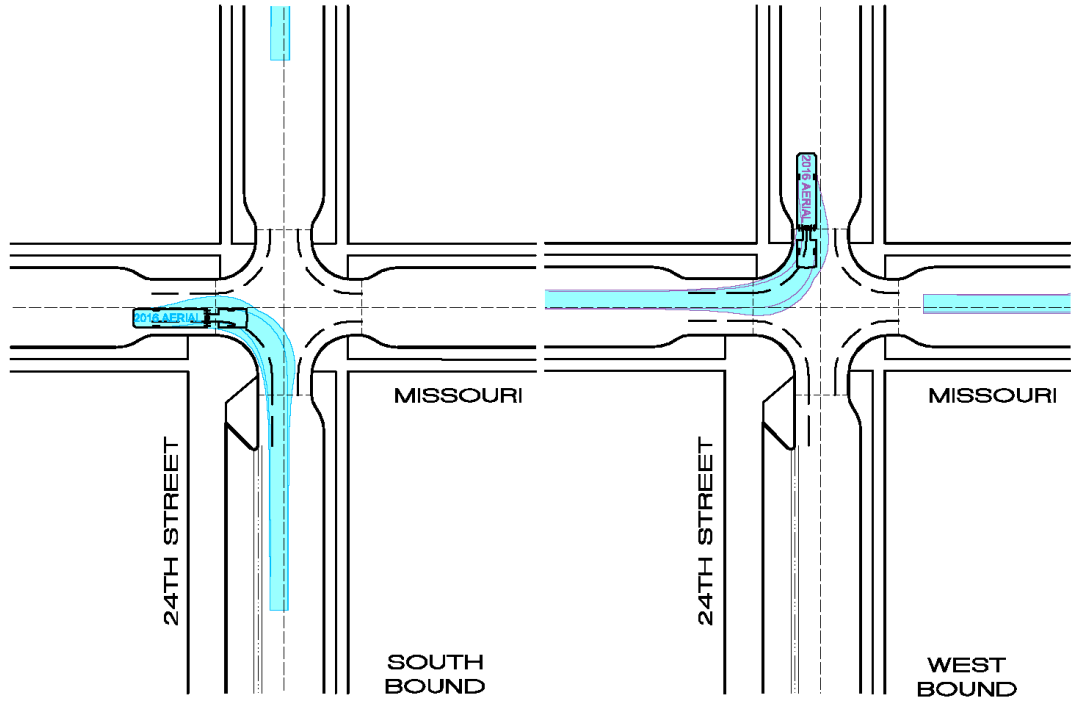






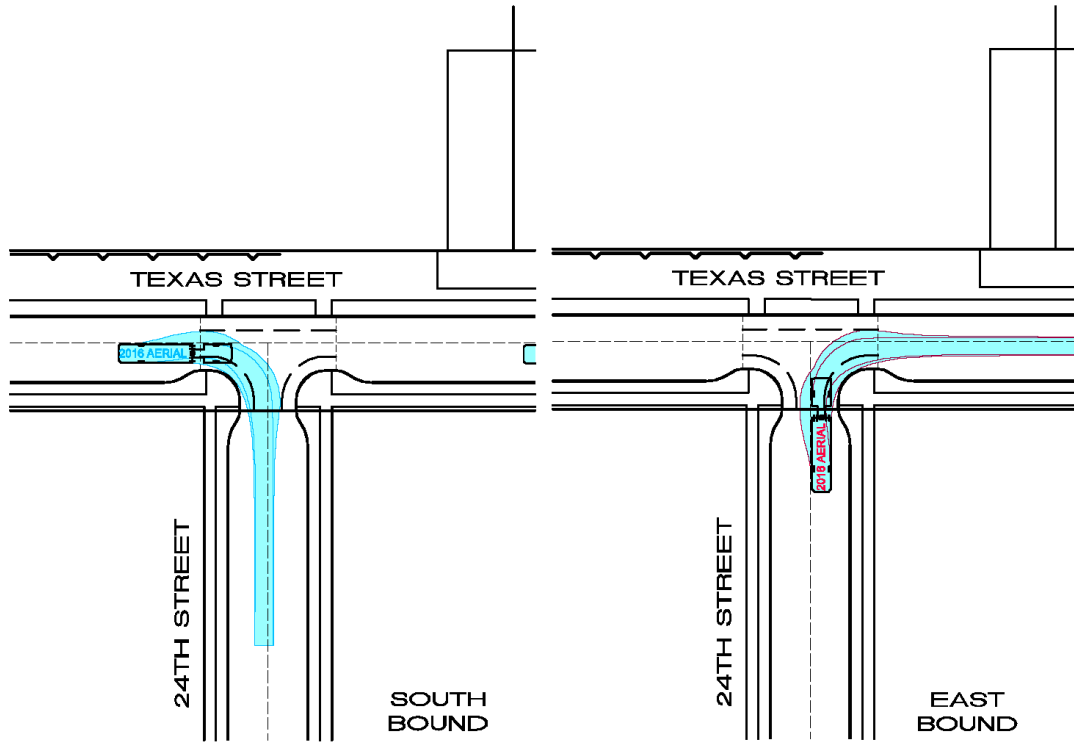
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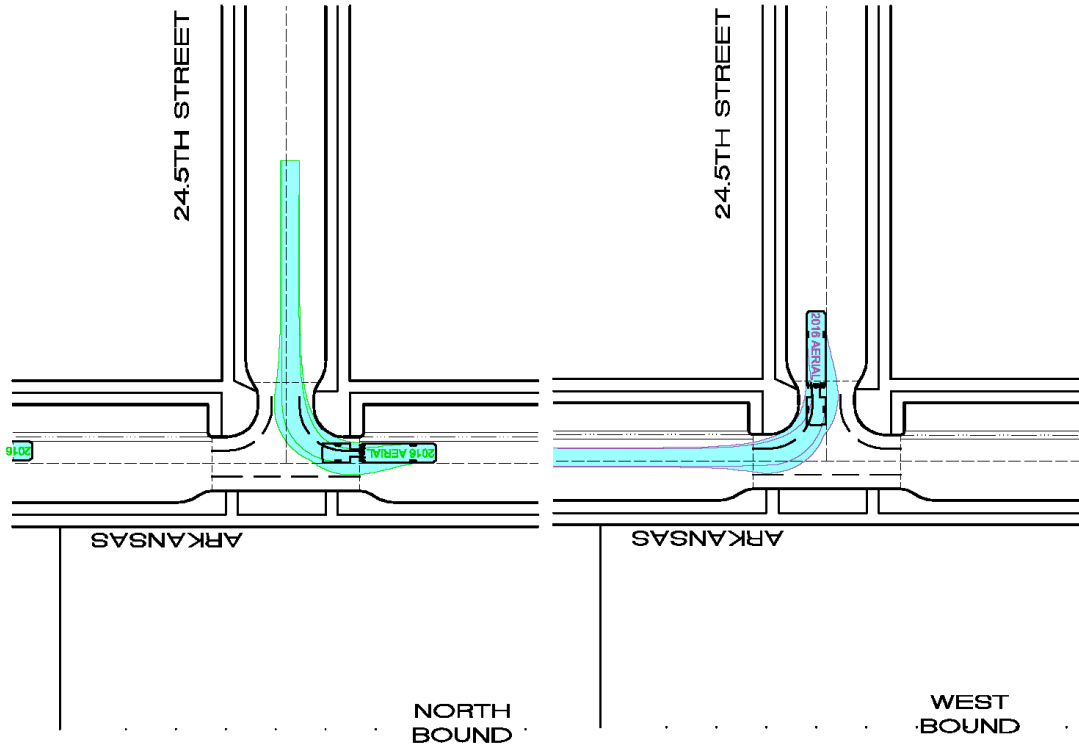
APPENDIX 2016 SFMTA FIRE AERIAL TURN MODELS

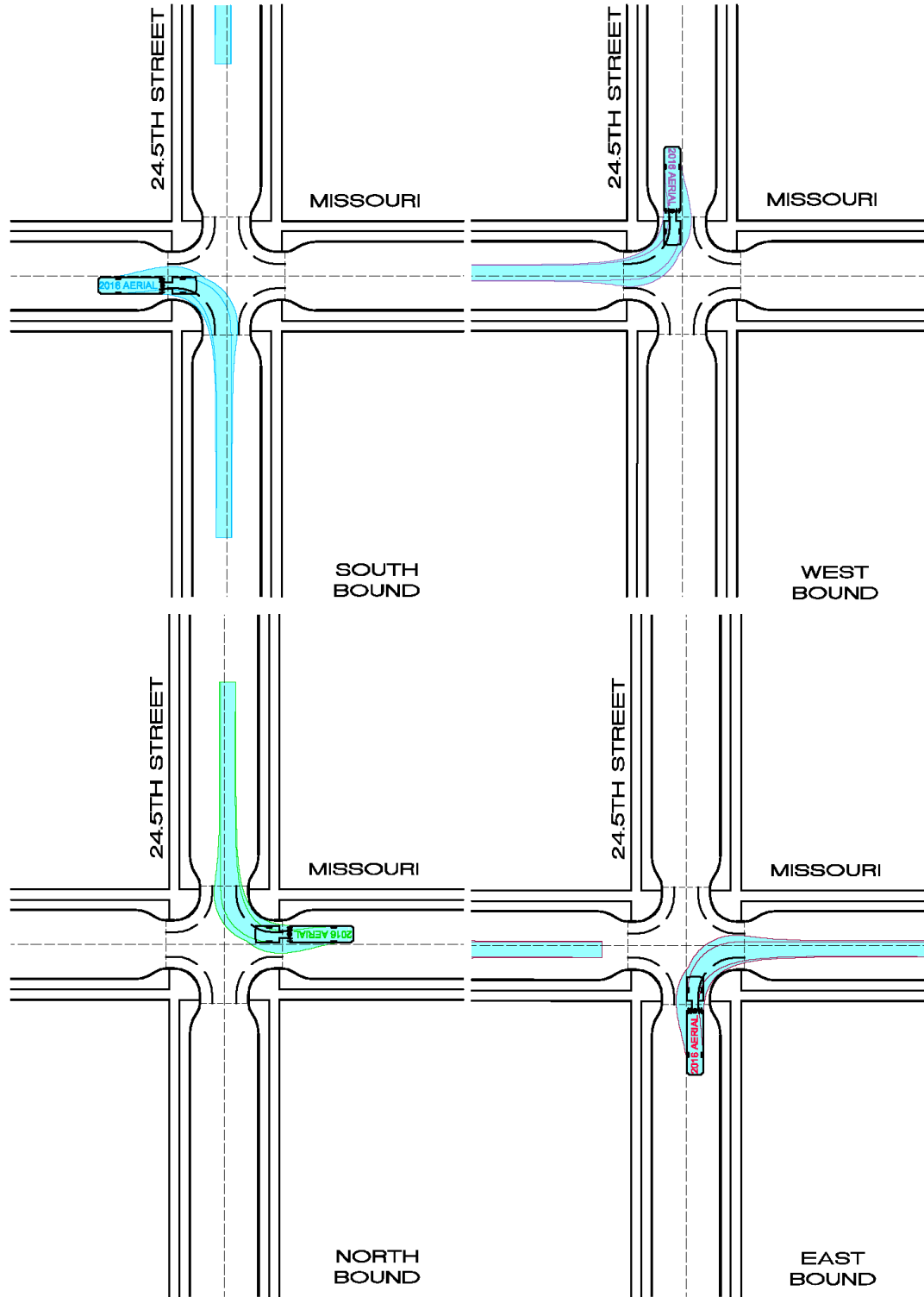


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APPENDIX
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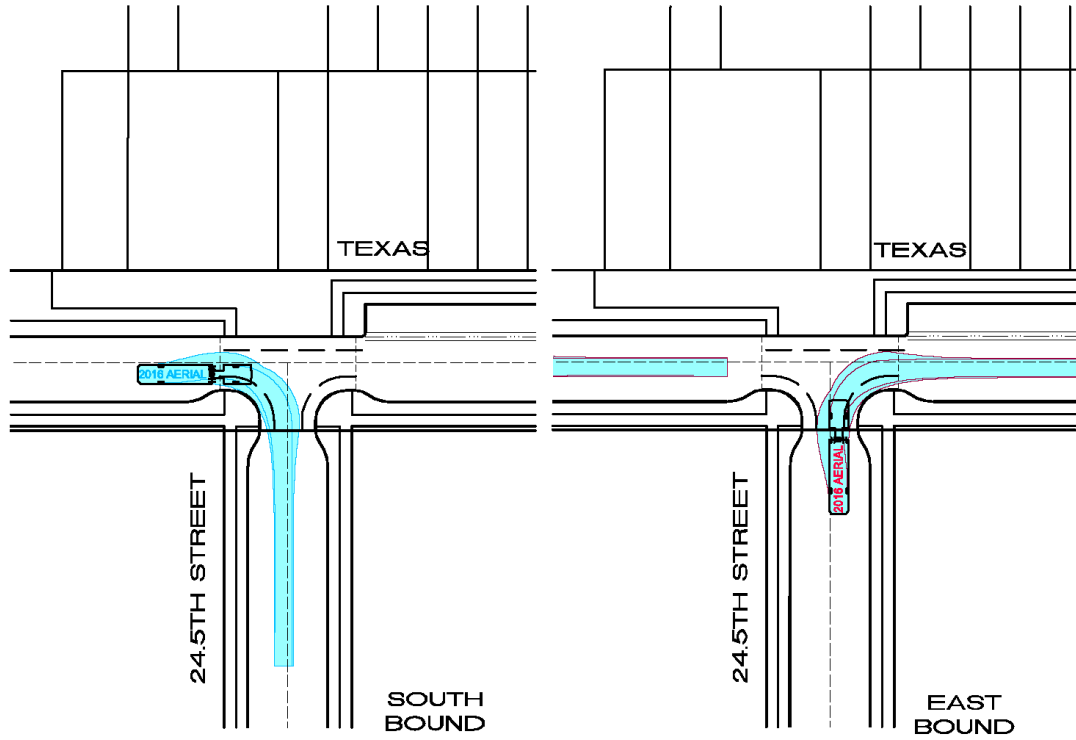


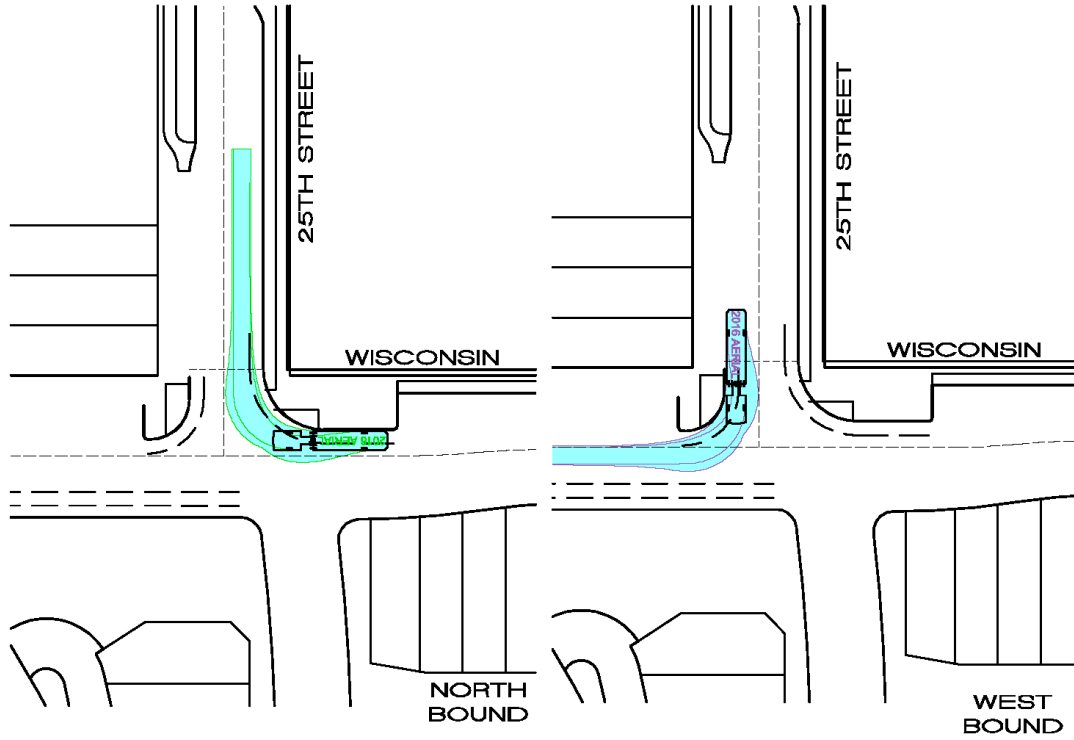


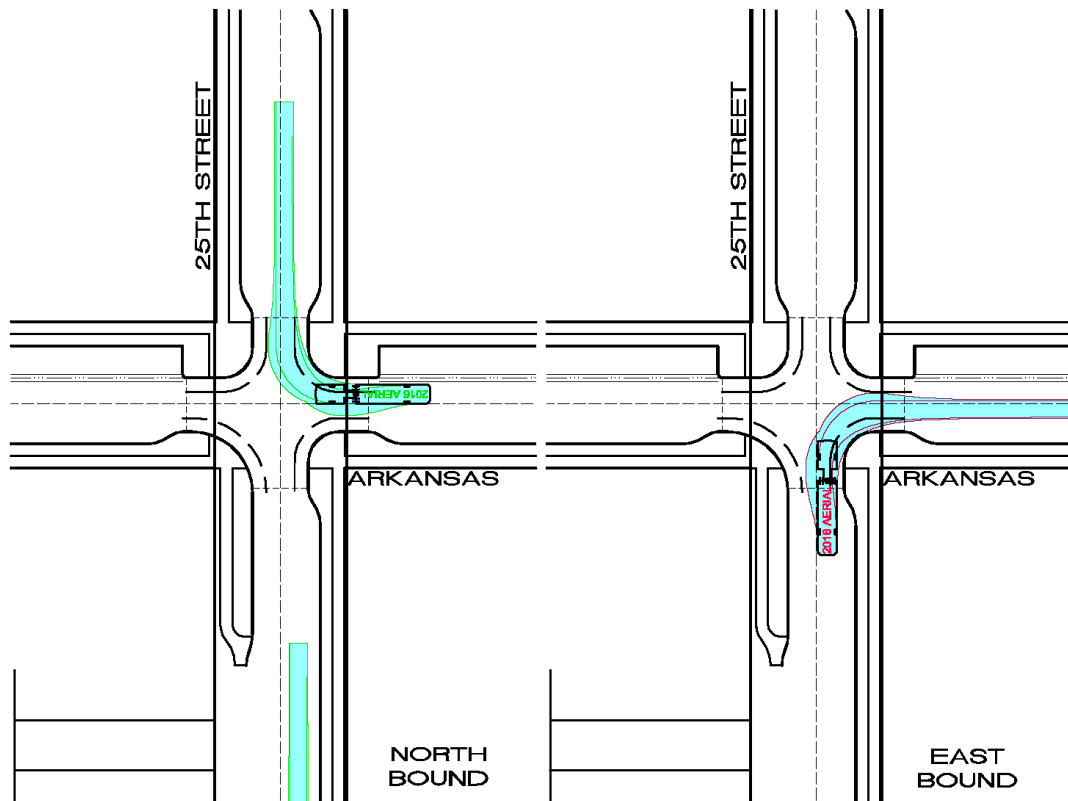
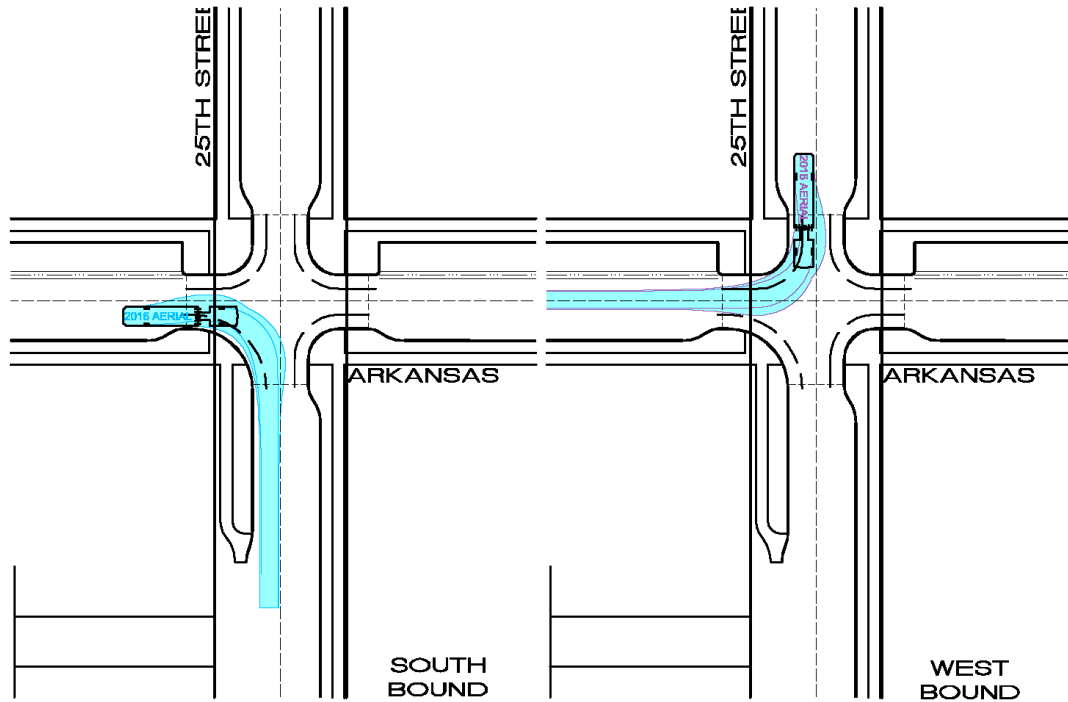


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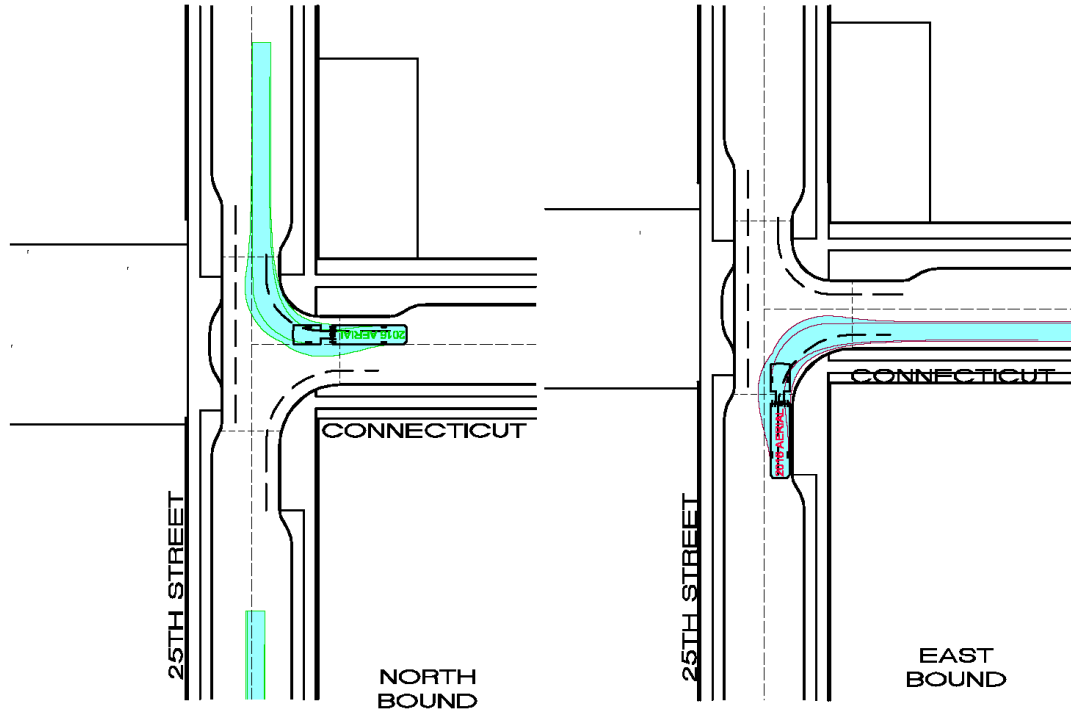


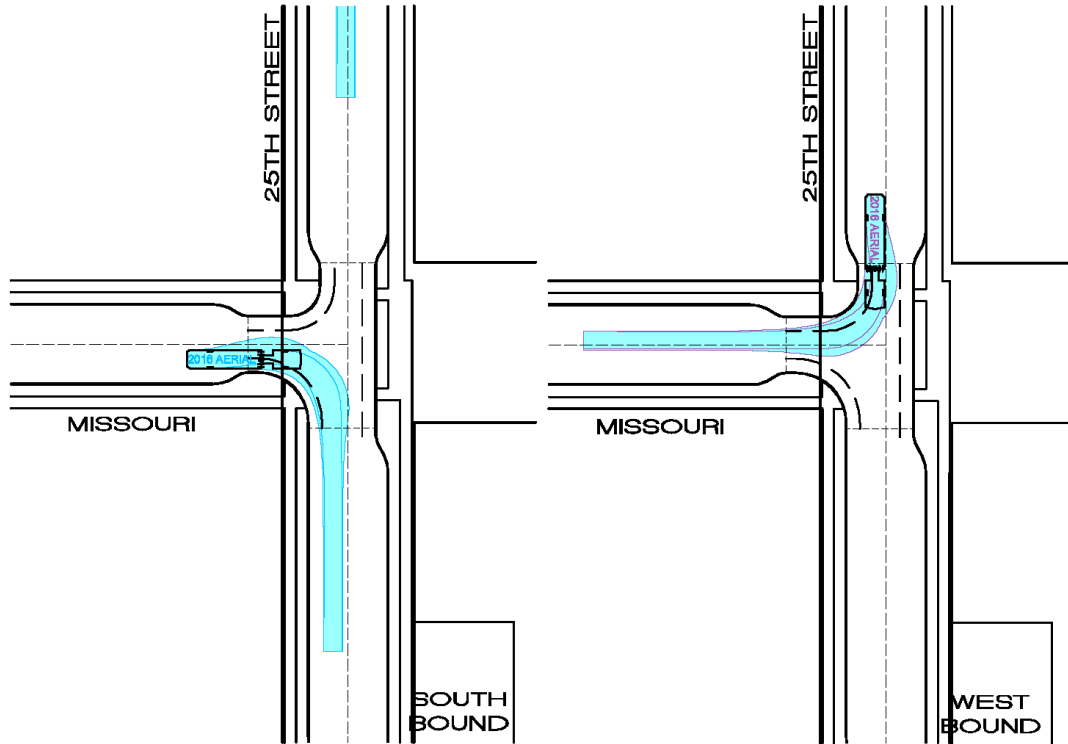




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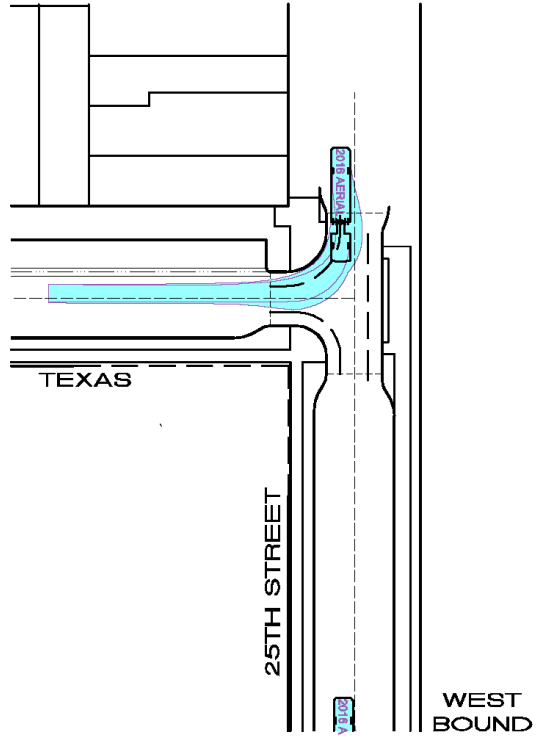
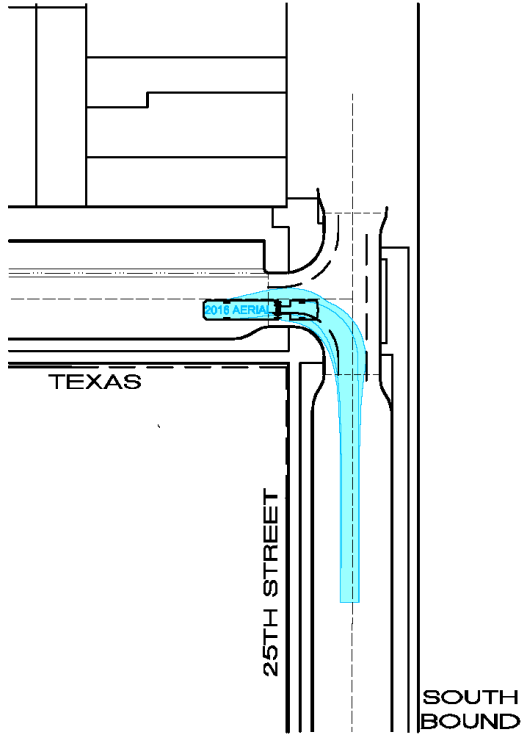
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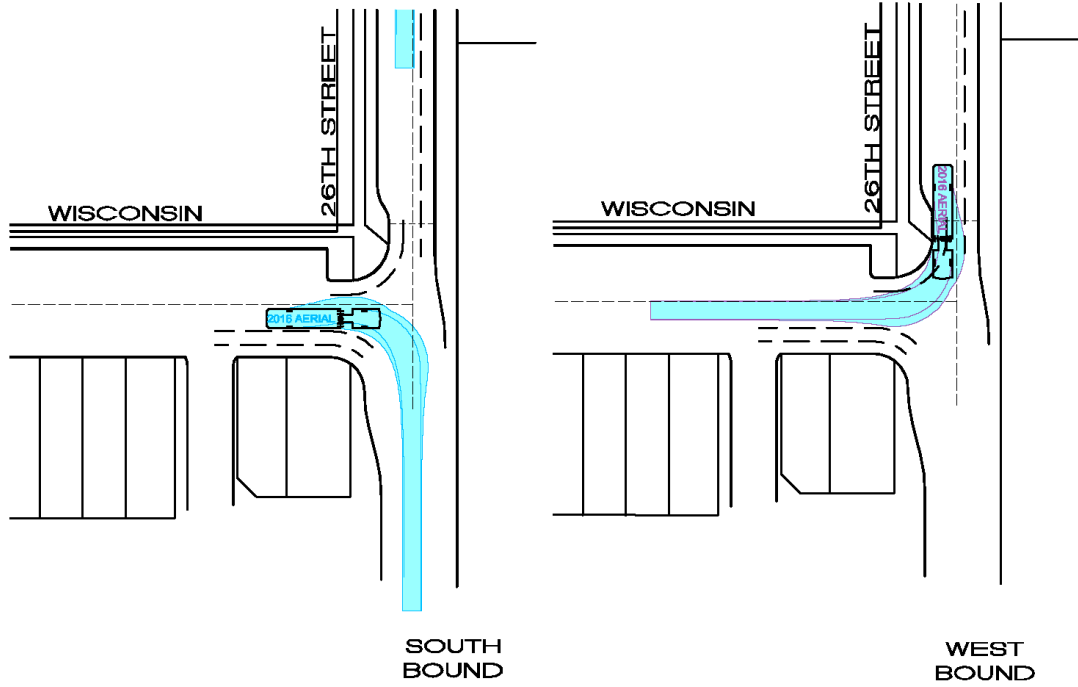
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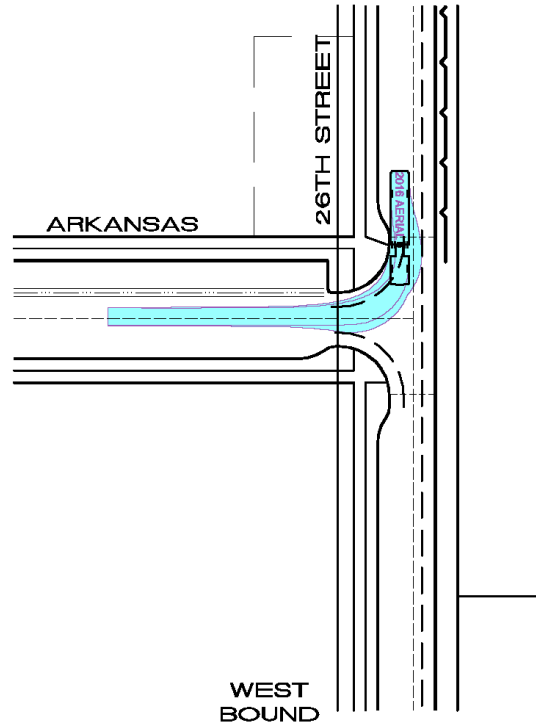
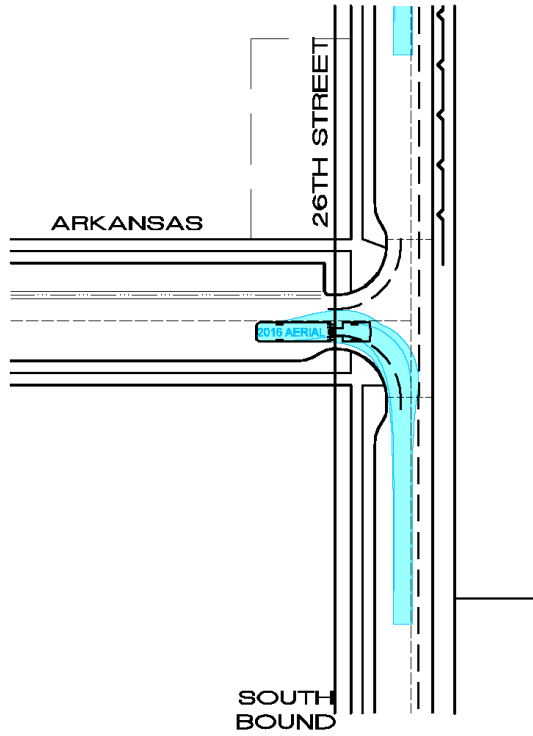
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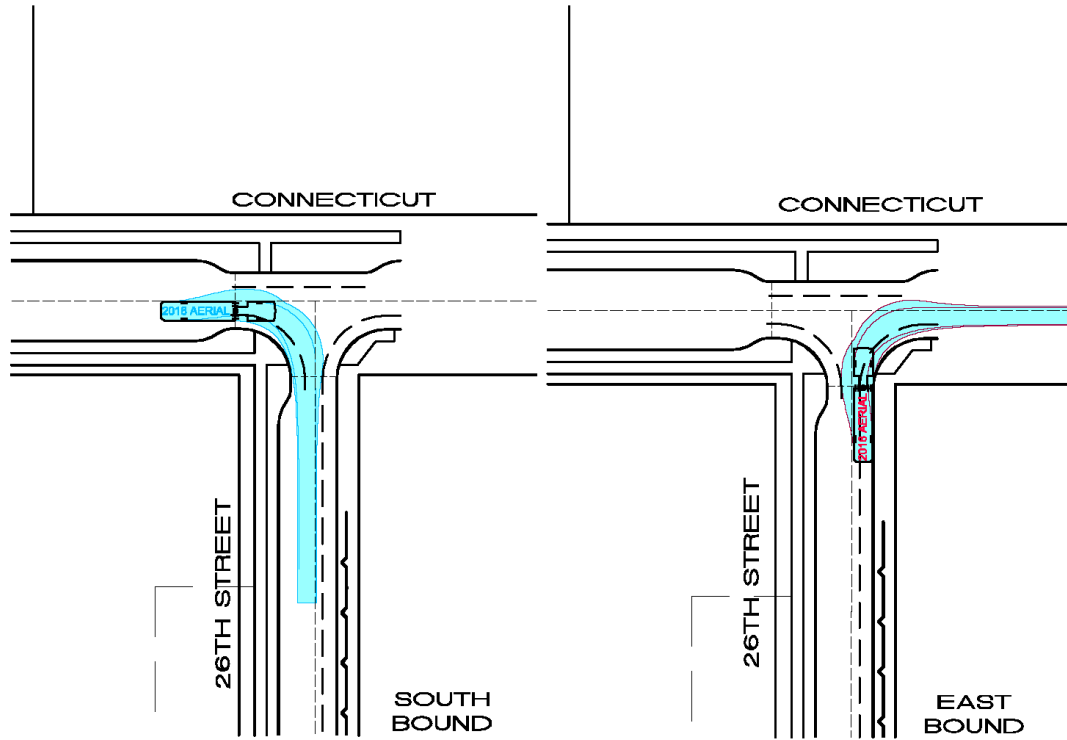


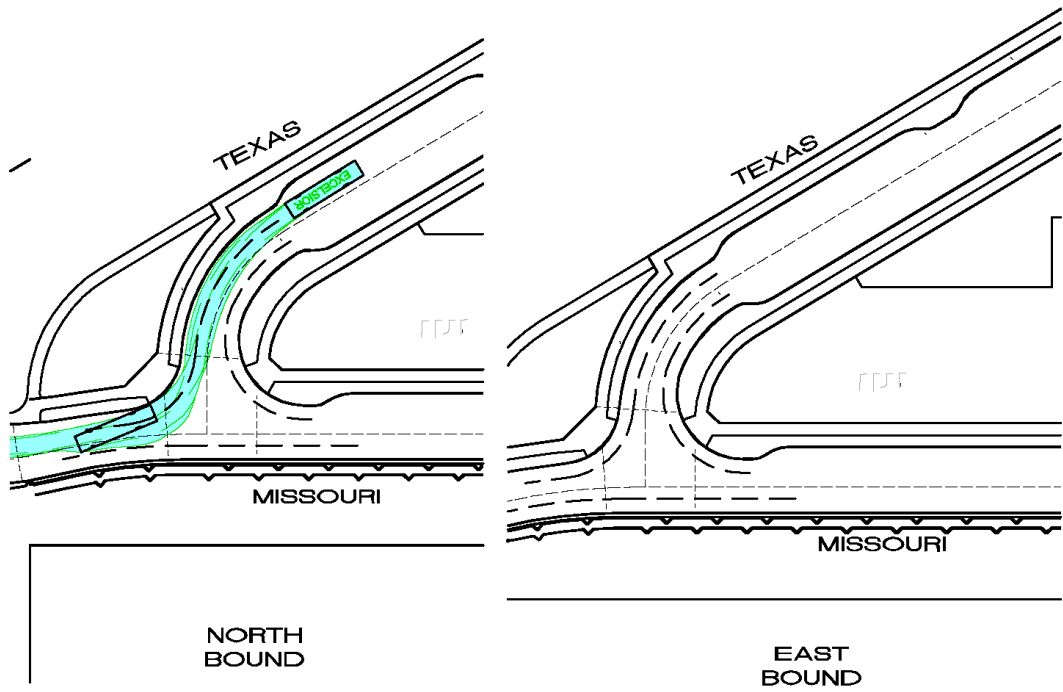
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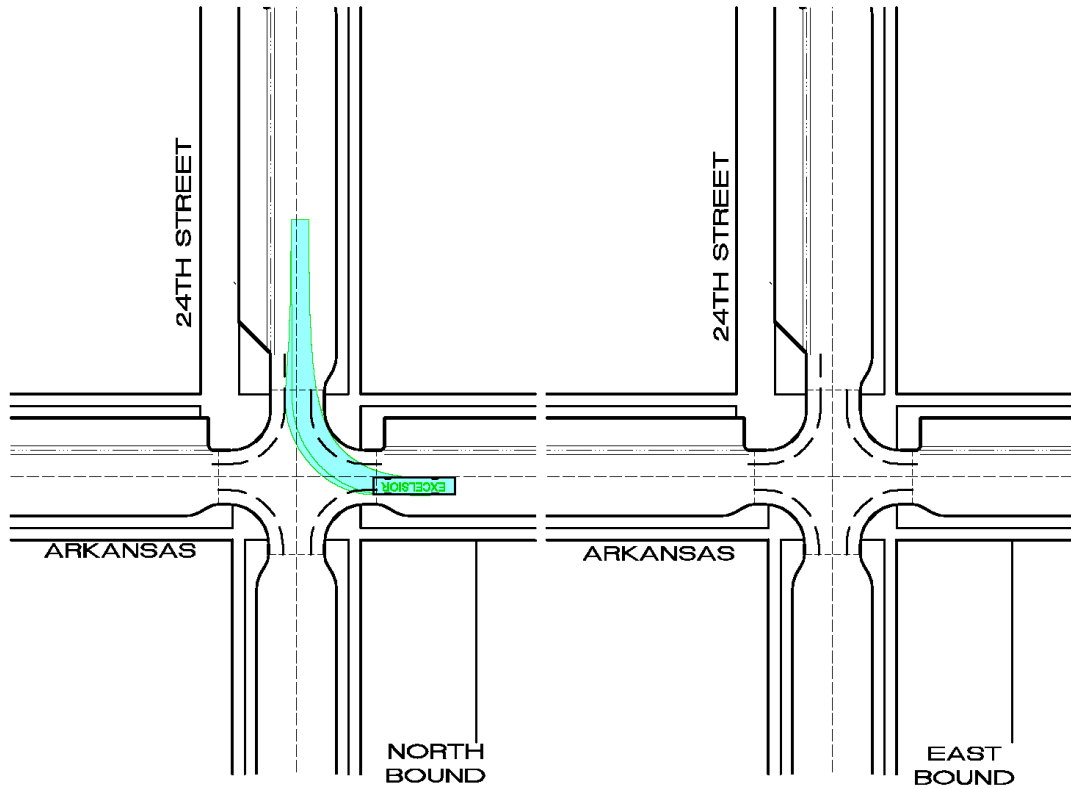
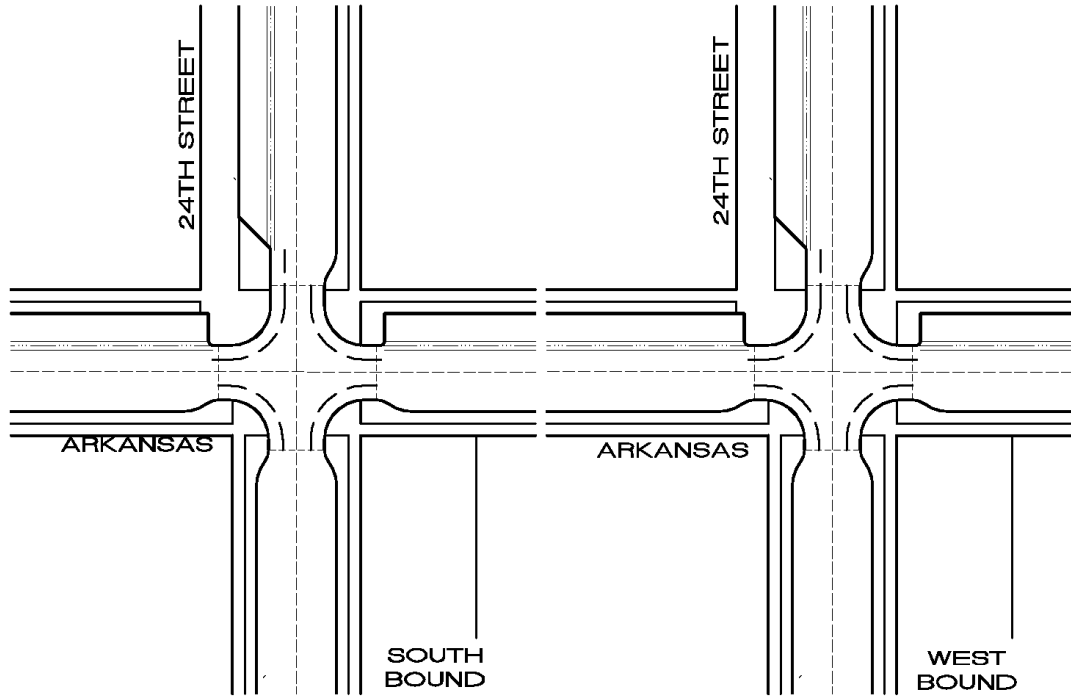
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2016 SFMTA FIRE AERIAL TURN MODELS





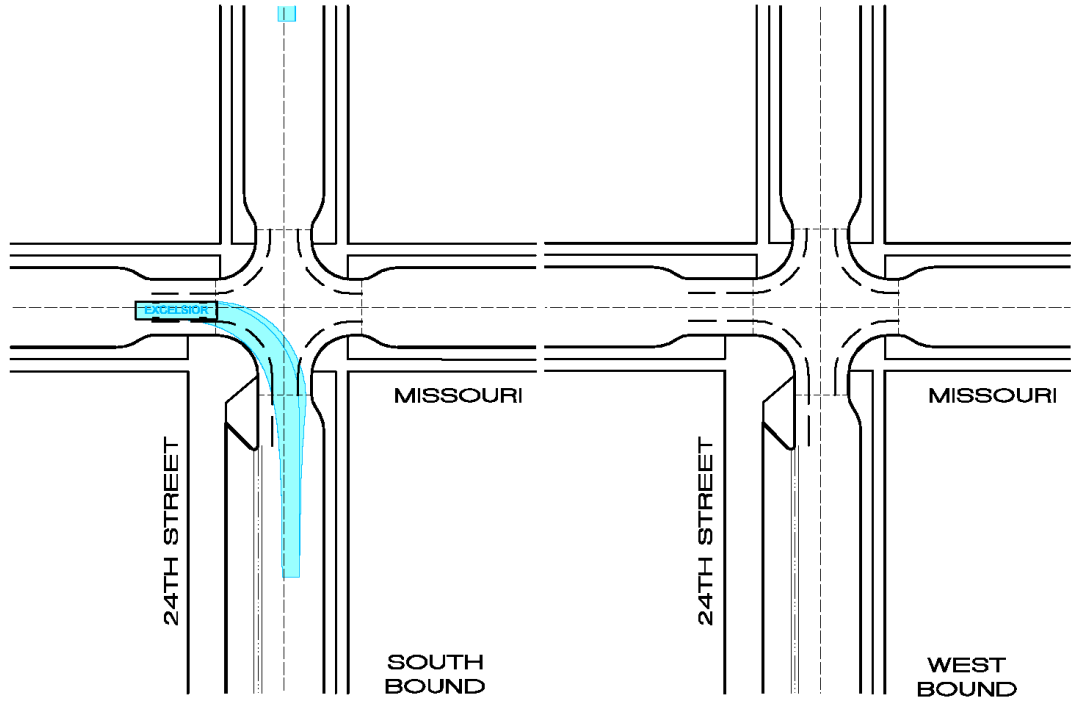




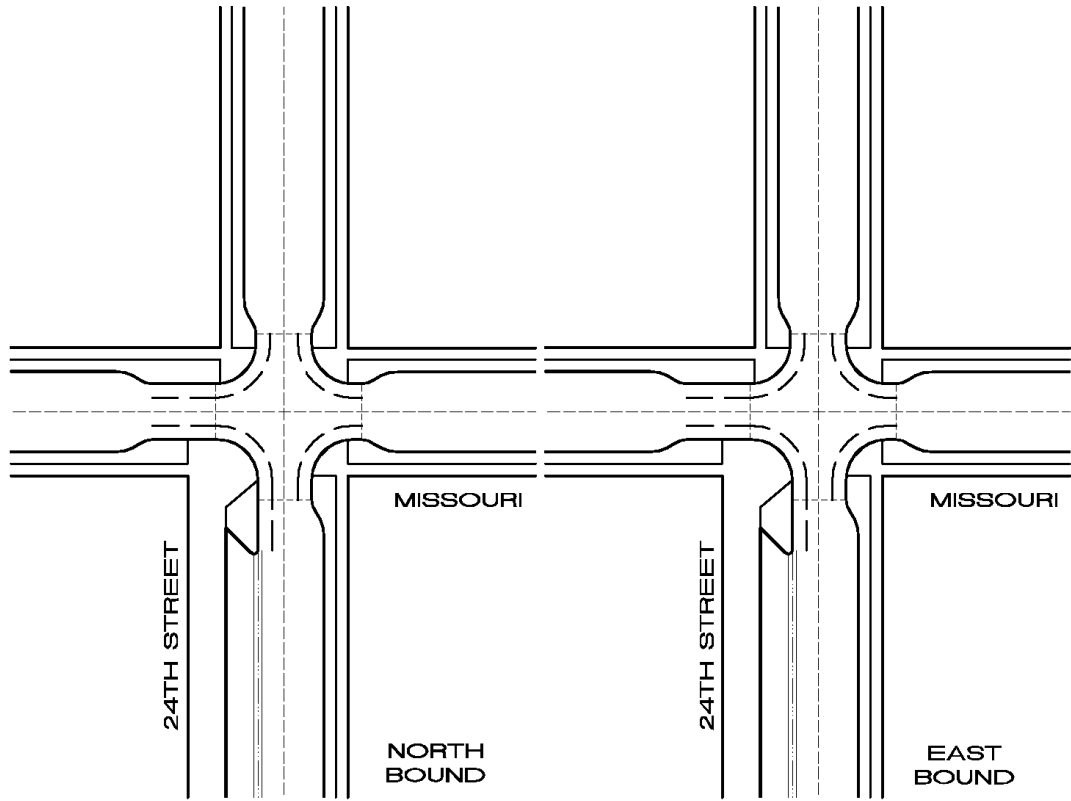


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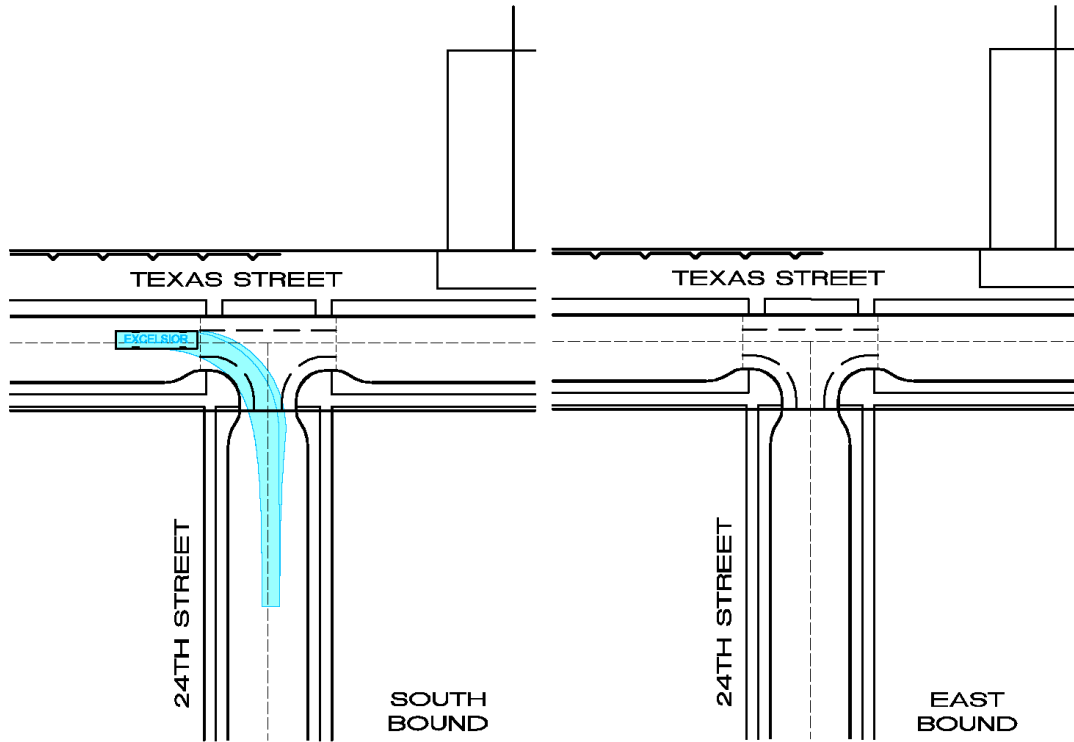
APPENDIX
2016 EXCELSIOR BUS TURN MODELS

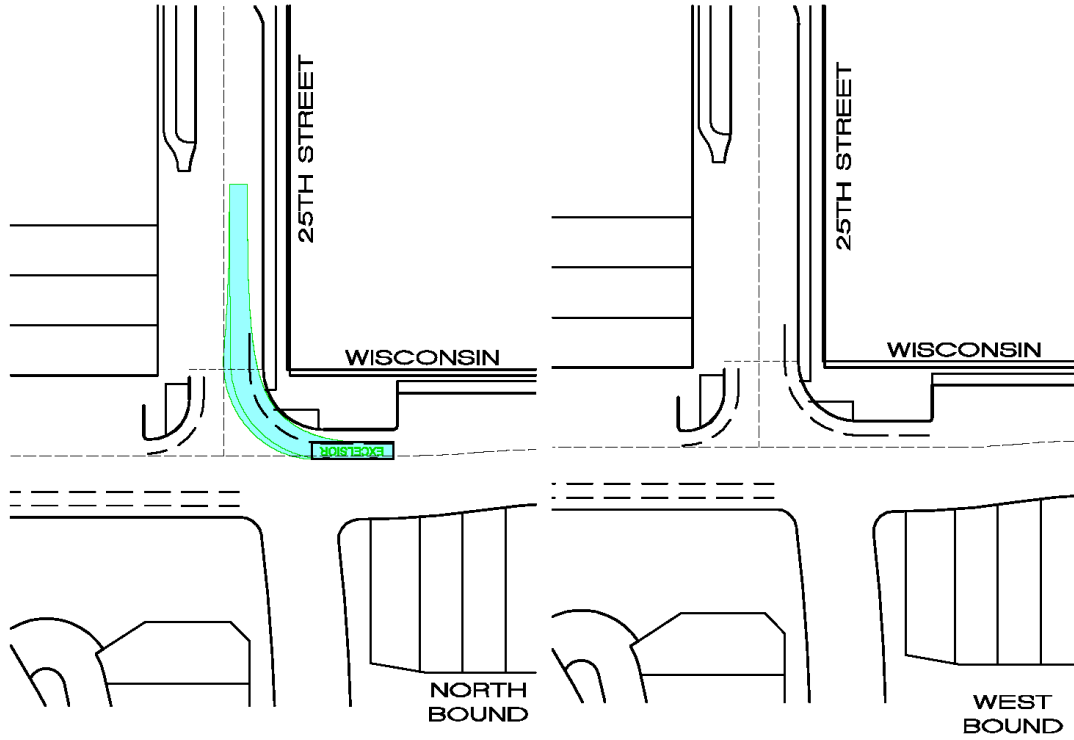


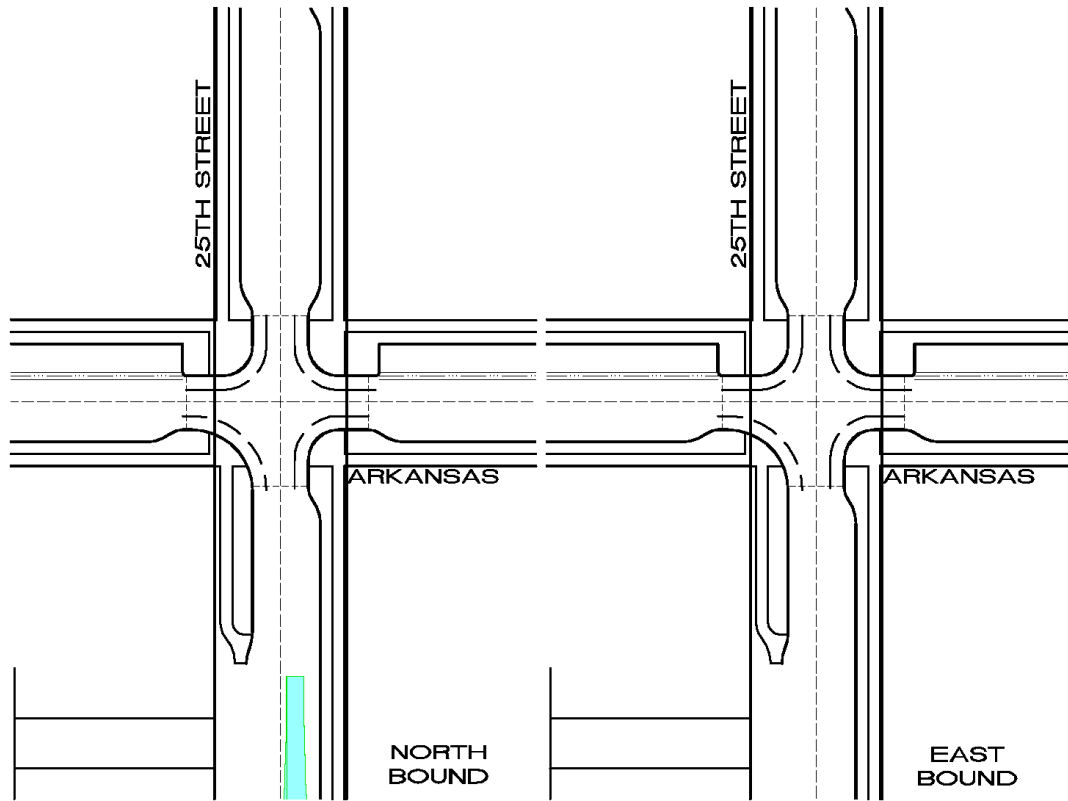
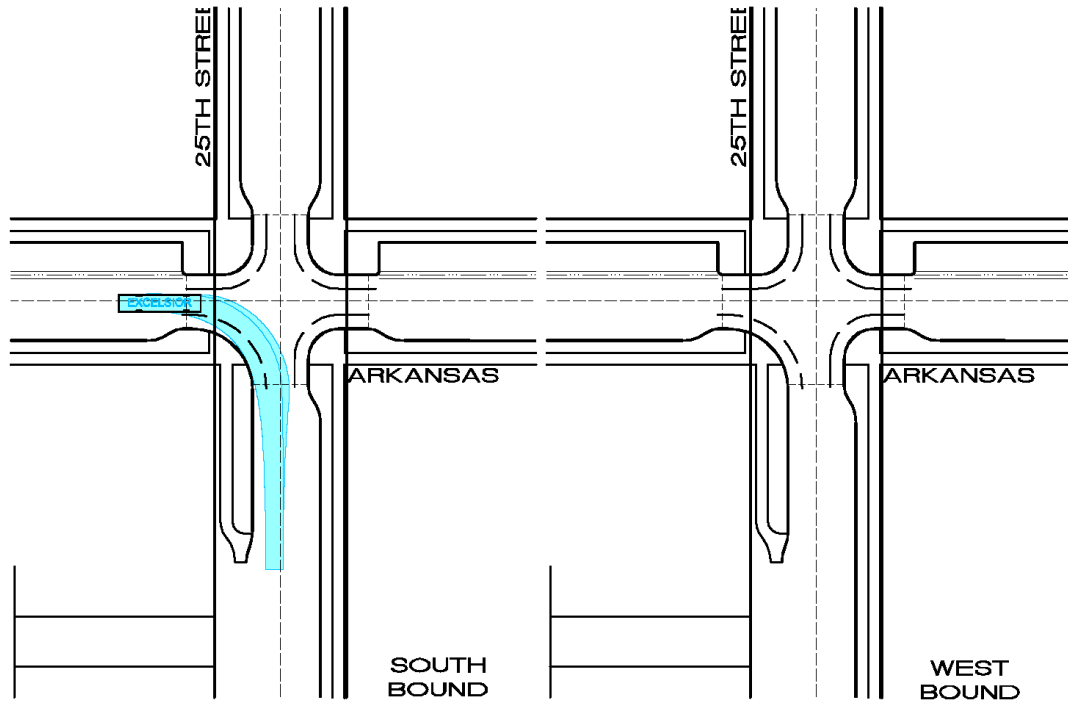
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APPENDIX
2016 EXCELSIOR BUS TURN MODELS

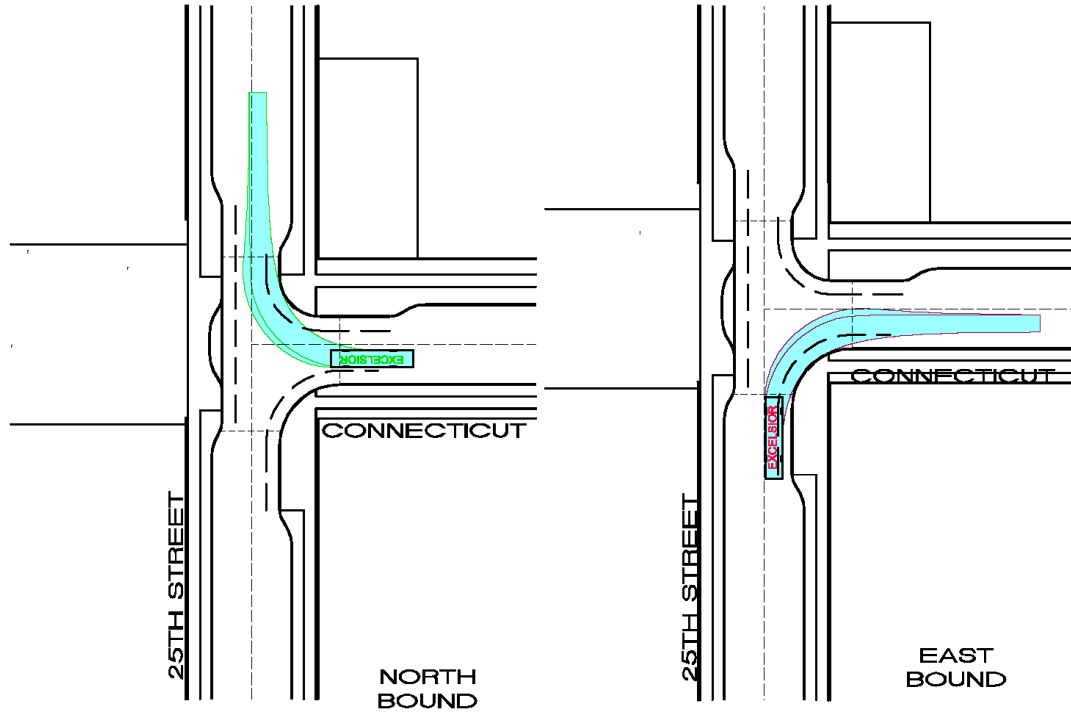


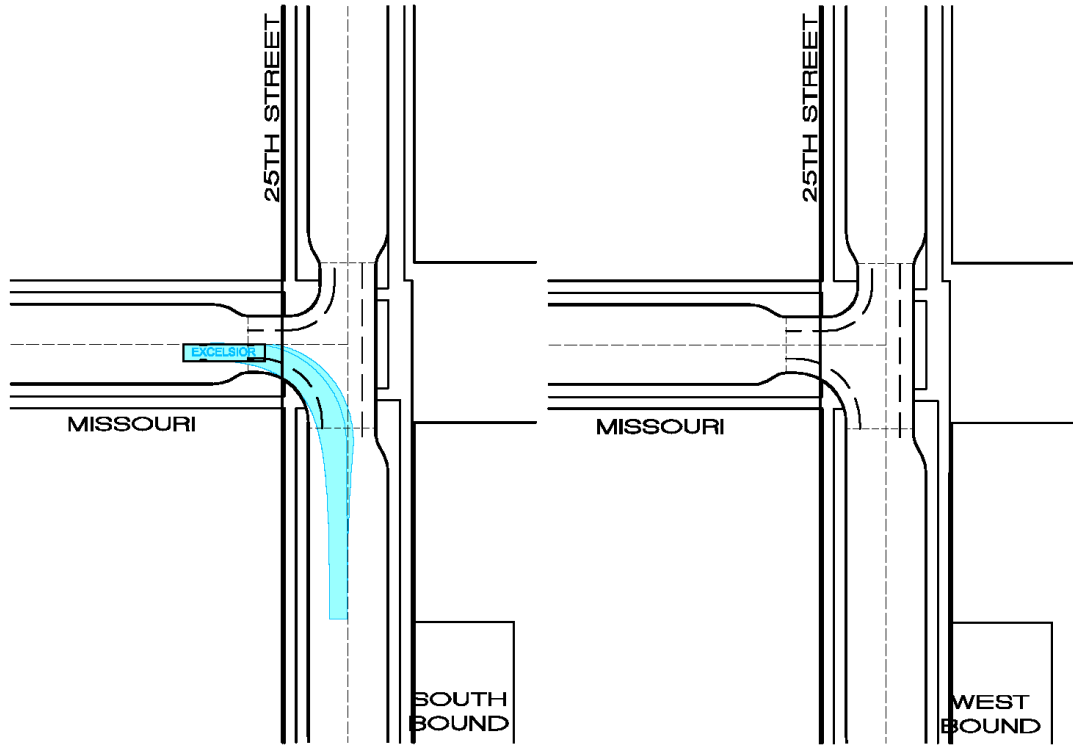




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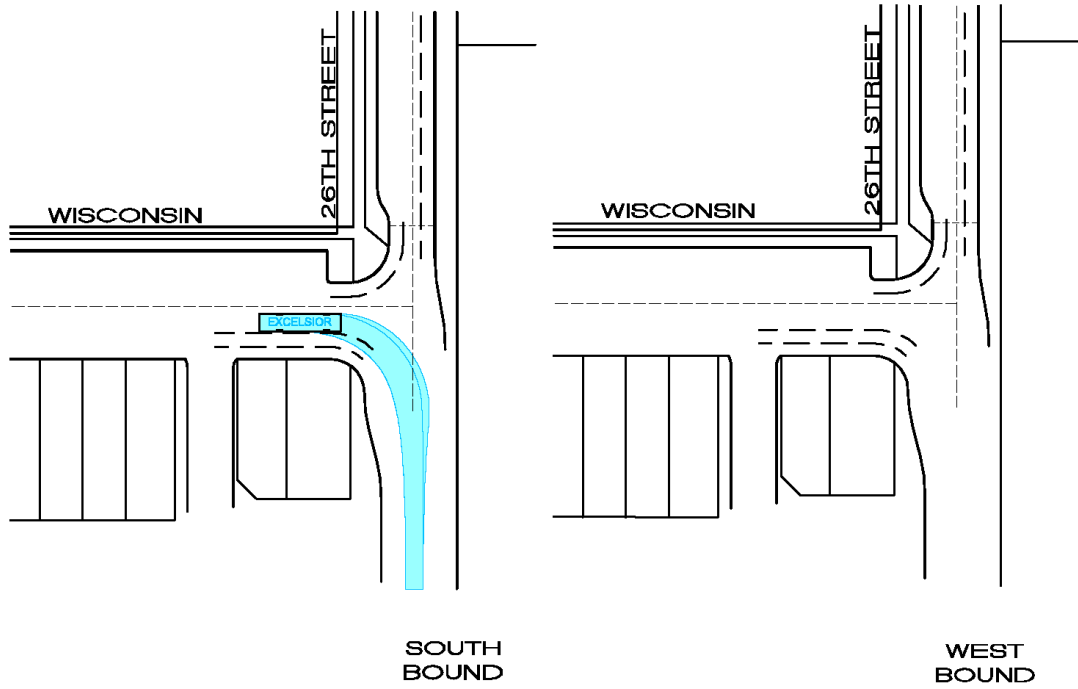
APPENDIX
2016 EXCELSIOR BUS TURN MODELS





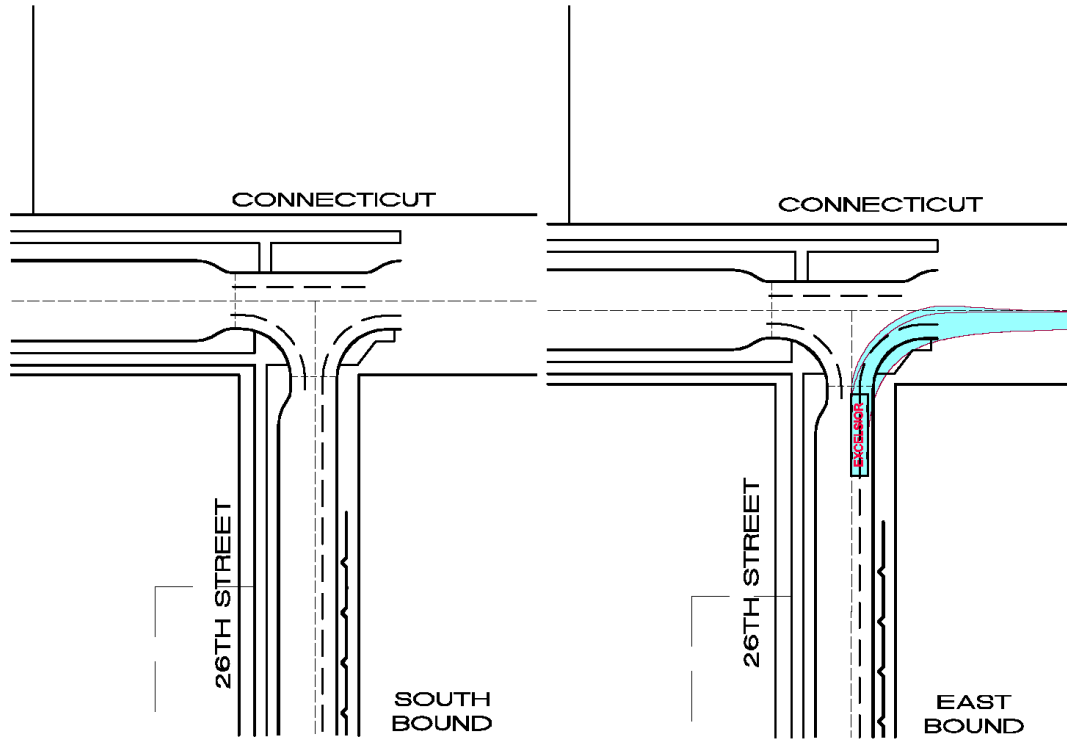
POTRERO MASTER
INFRASTRUCTURE PLAN

APPENDIX
2016 EXCELSIOR BUS TURN MODELS



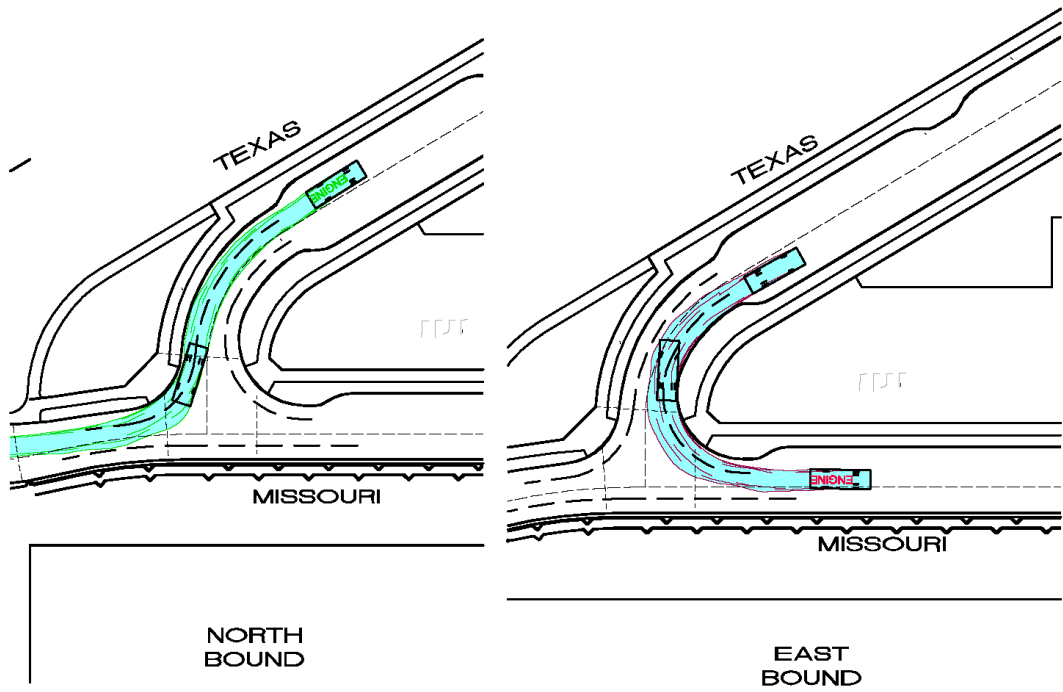
POTRERO MASTER
INFRASTRUCTURE PLAN

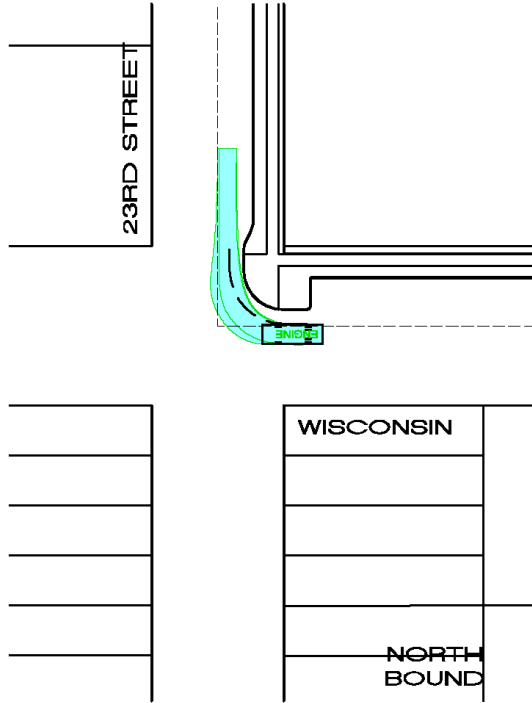
APPENDIX
2016 EXCELSIOR BUS TURN MODELS

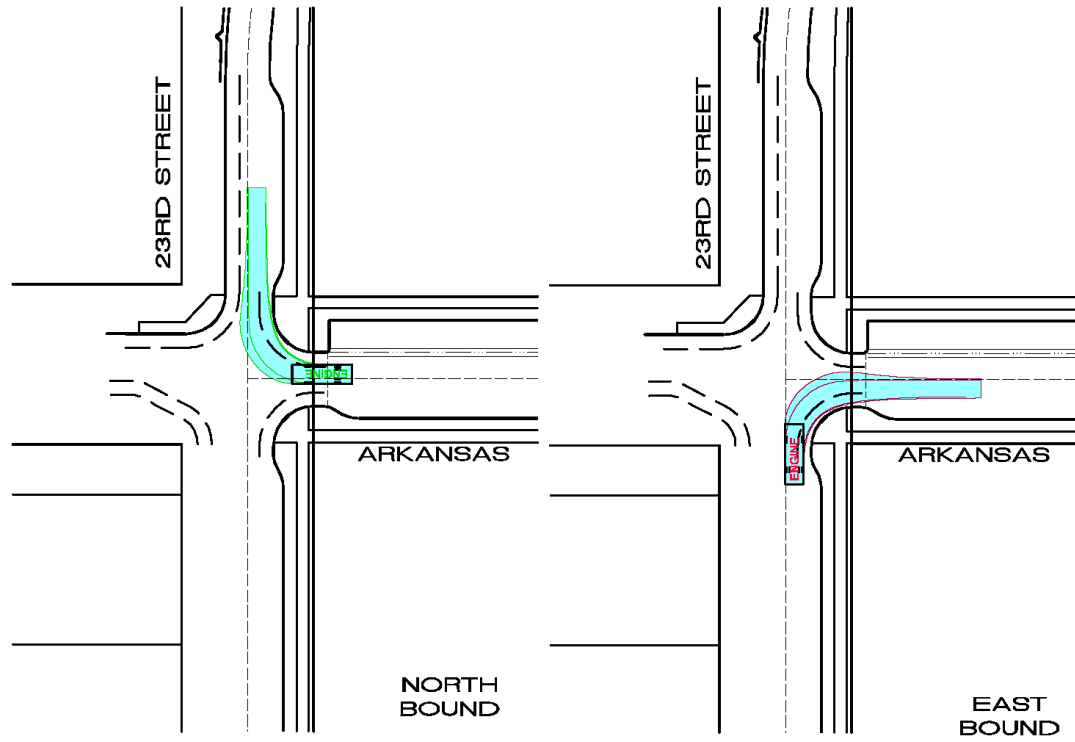


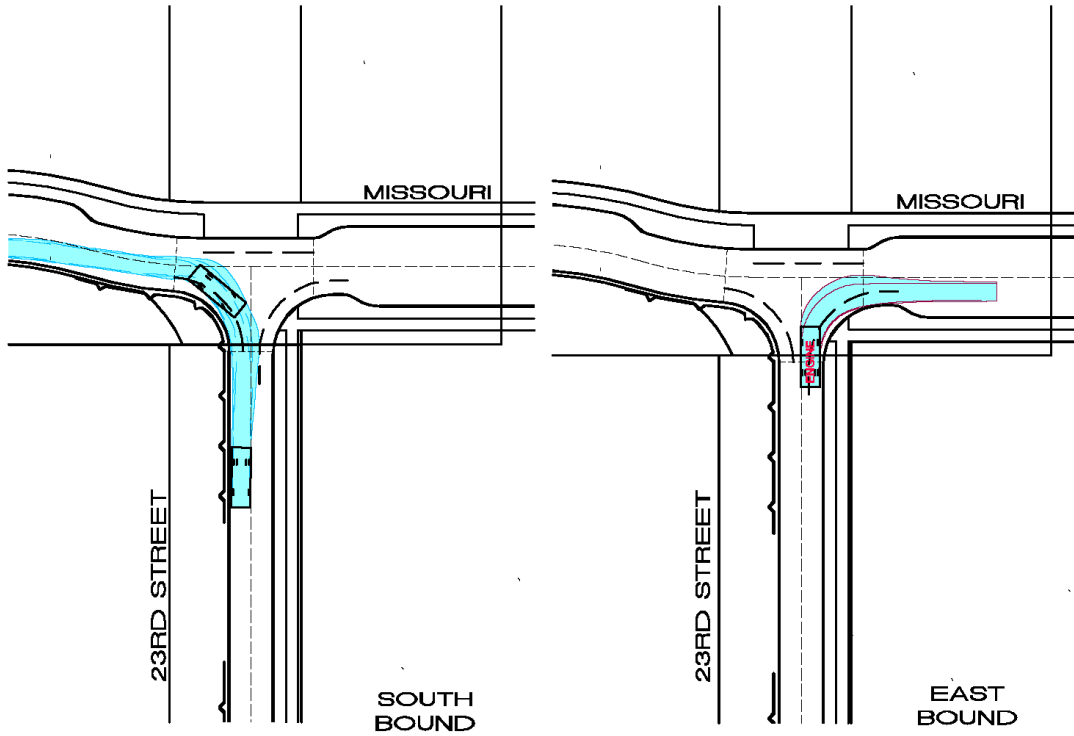
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INFRASTRUCTURE PLAN

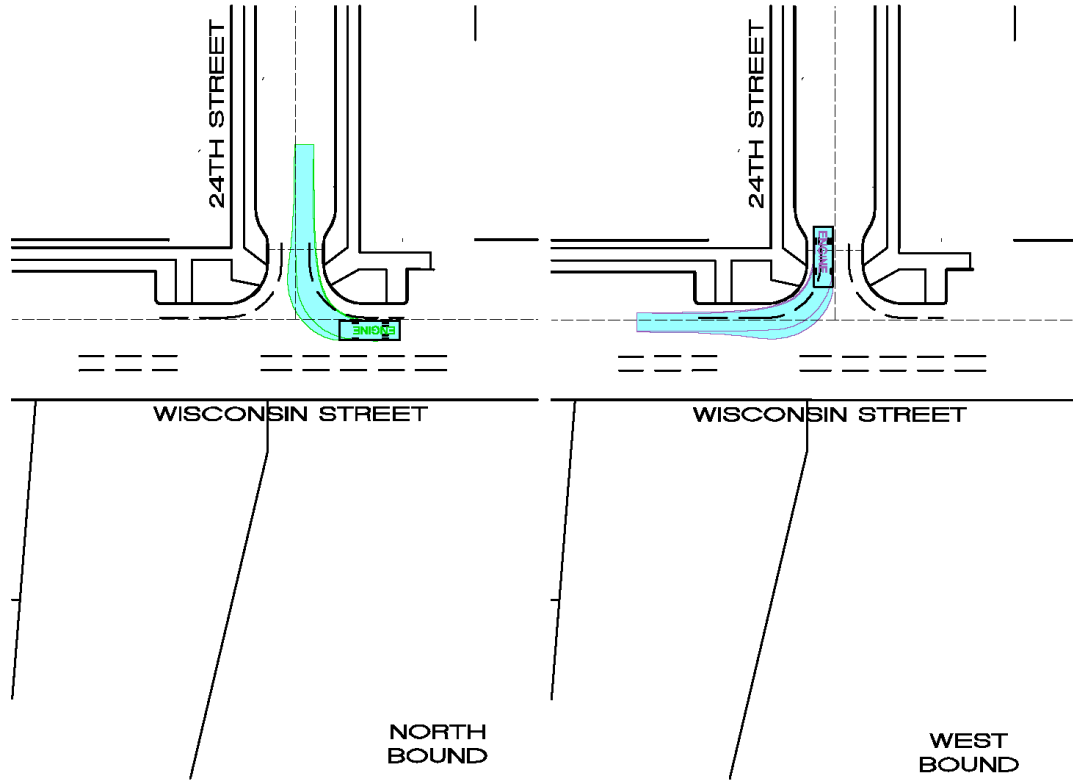
APPENDIX
2016 EXCELSIOR BUS TURN MODELS

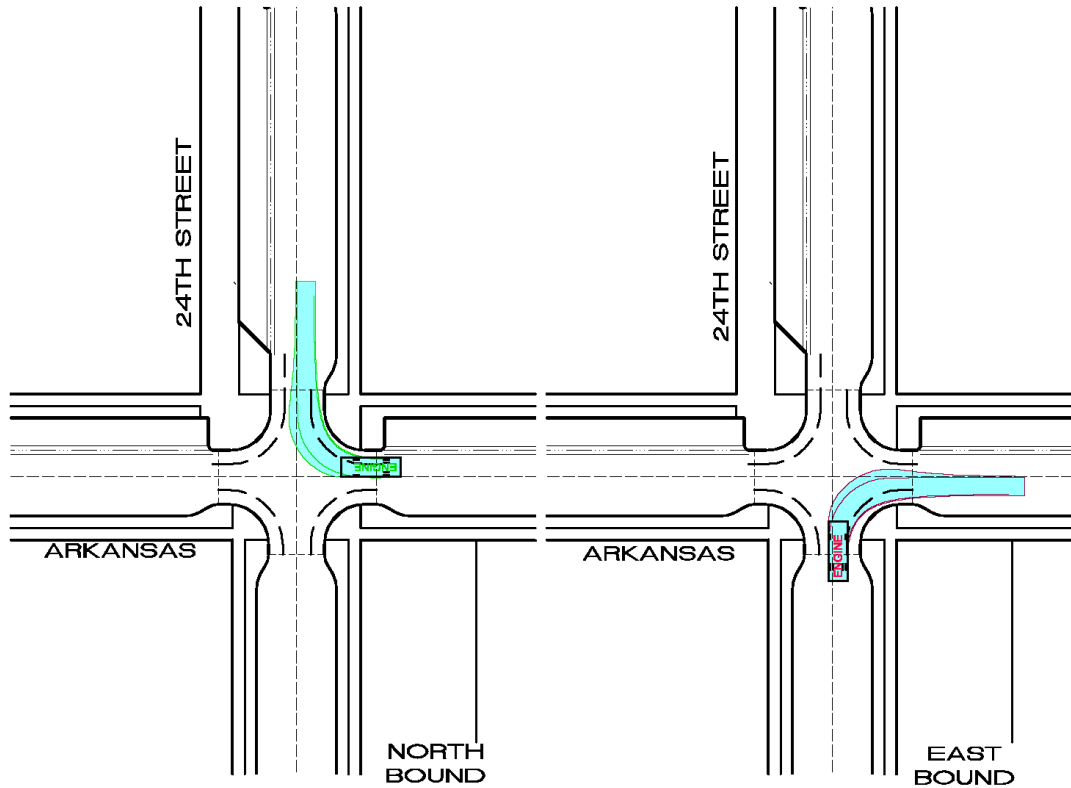
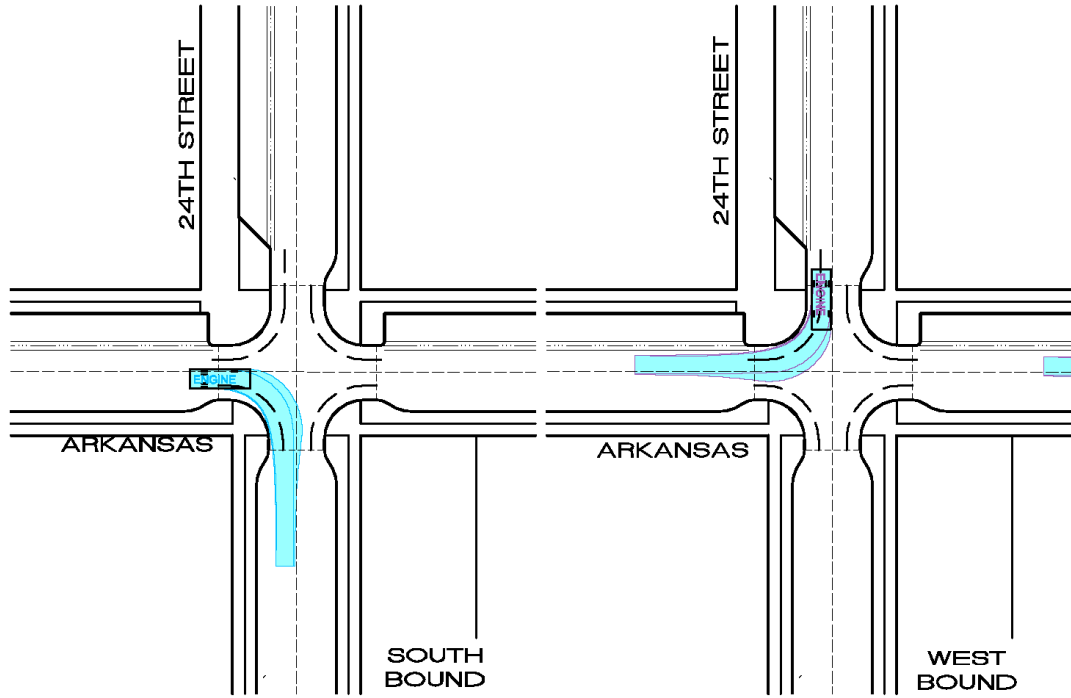






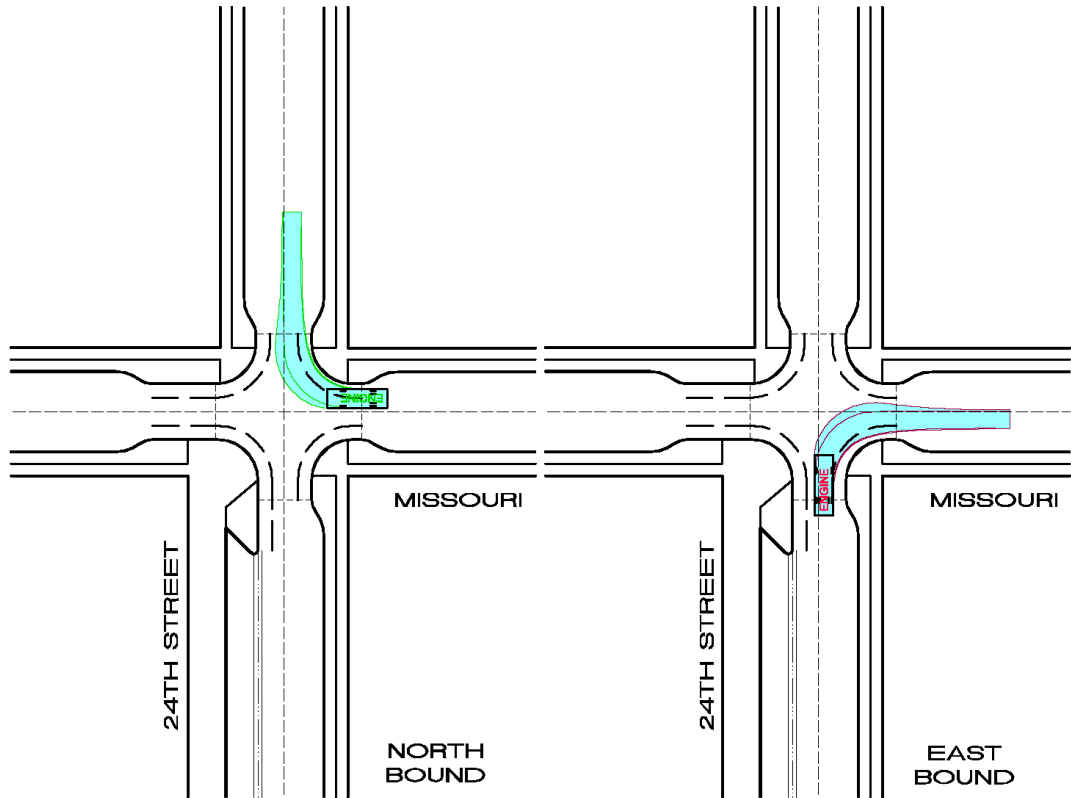
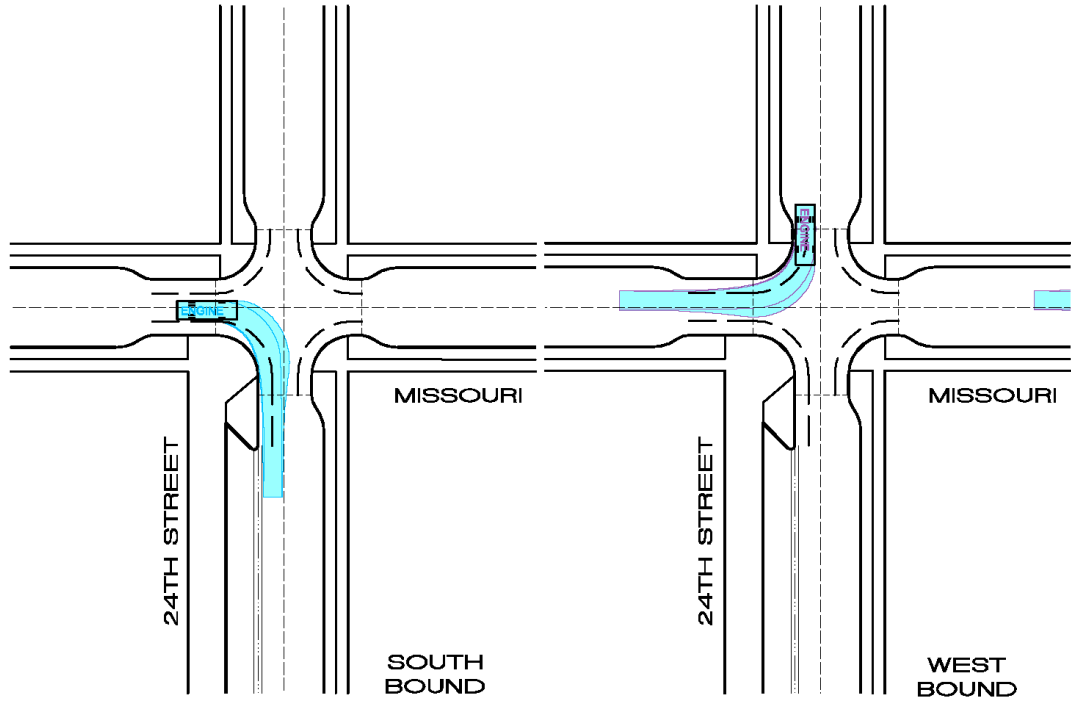






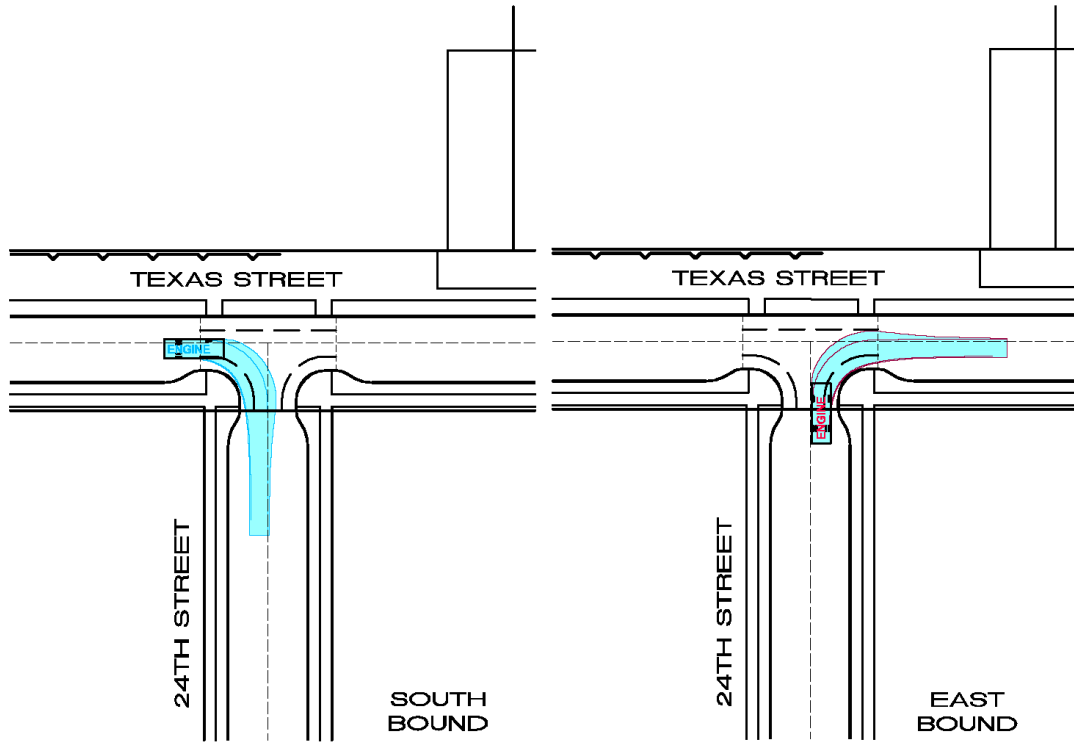
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INFRASTRUCTURE PLAN

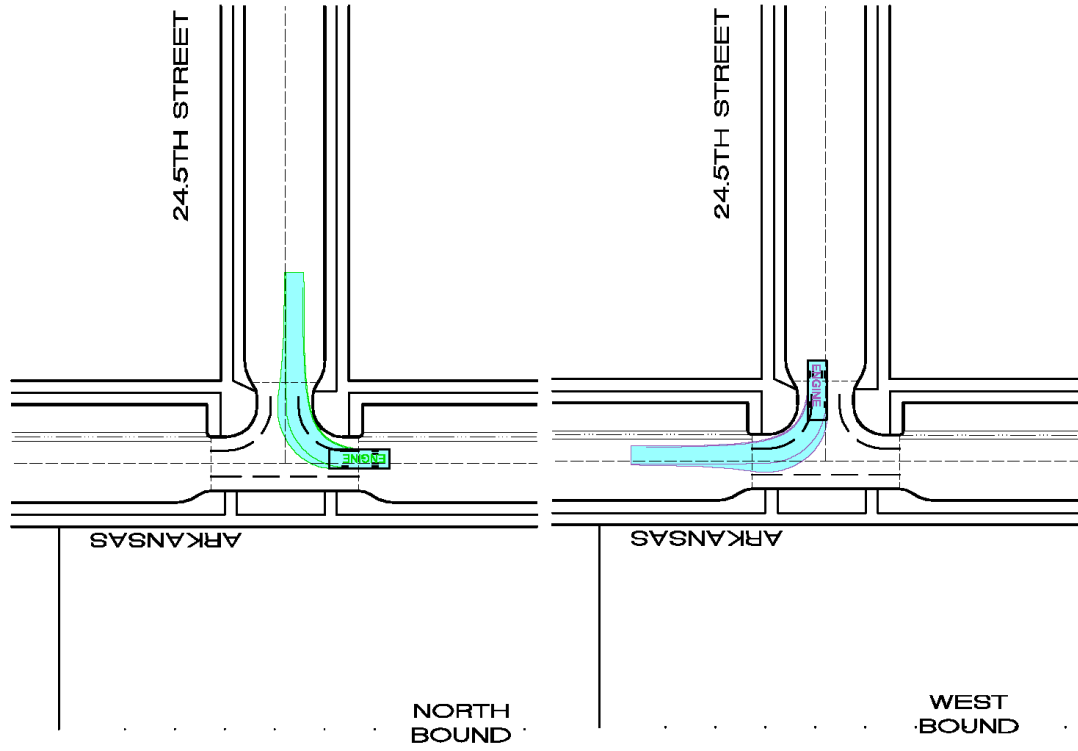
APPENDIX
2016 SFMTA FIRE ENGINE TURN MODELS

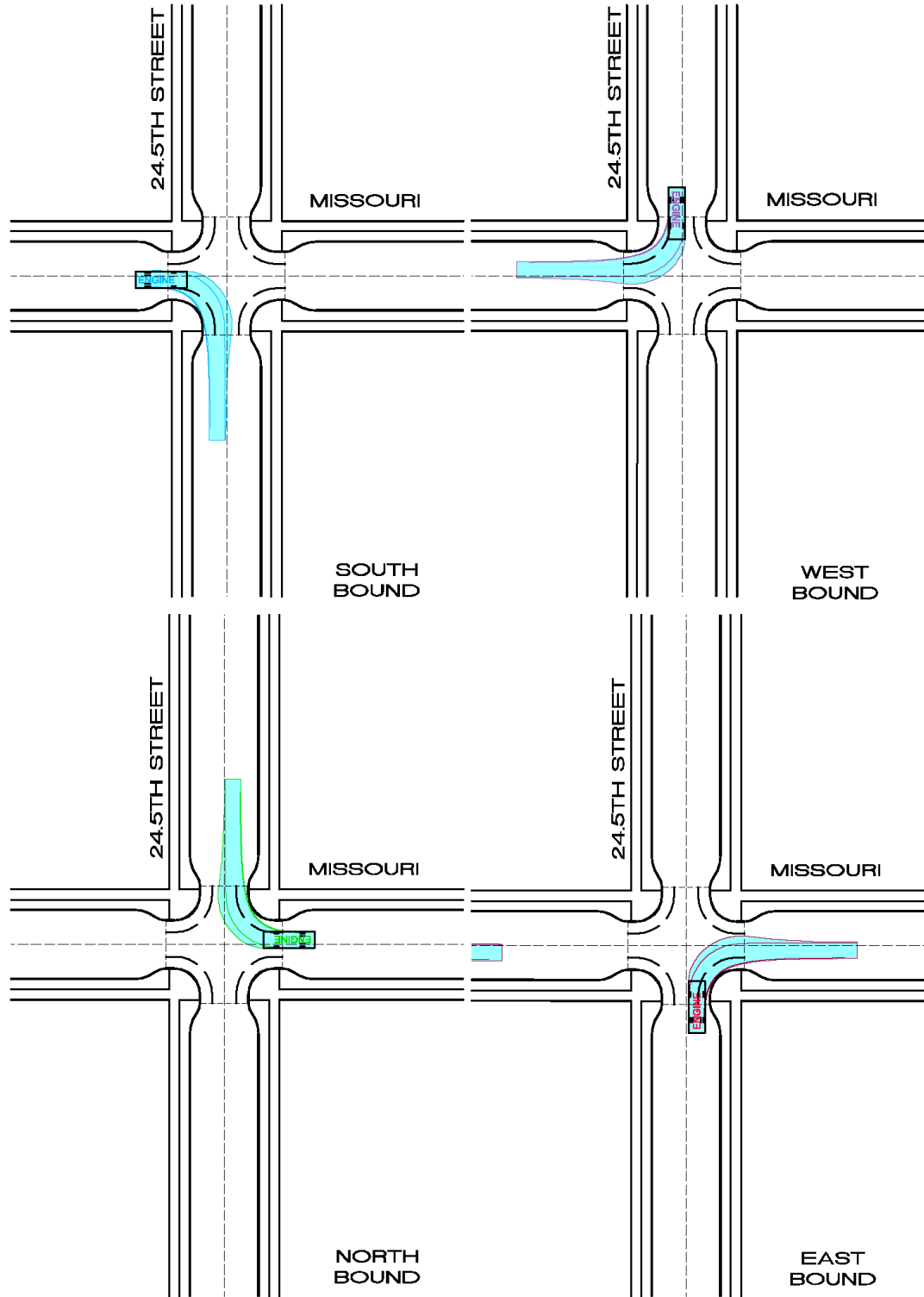


POTRERO MASTER
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APPENDIX
2016 SFMTA FIRE ENGINE TURN MODELS

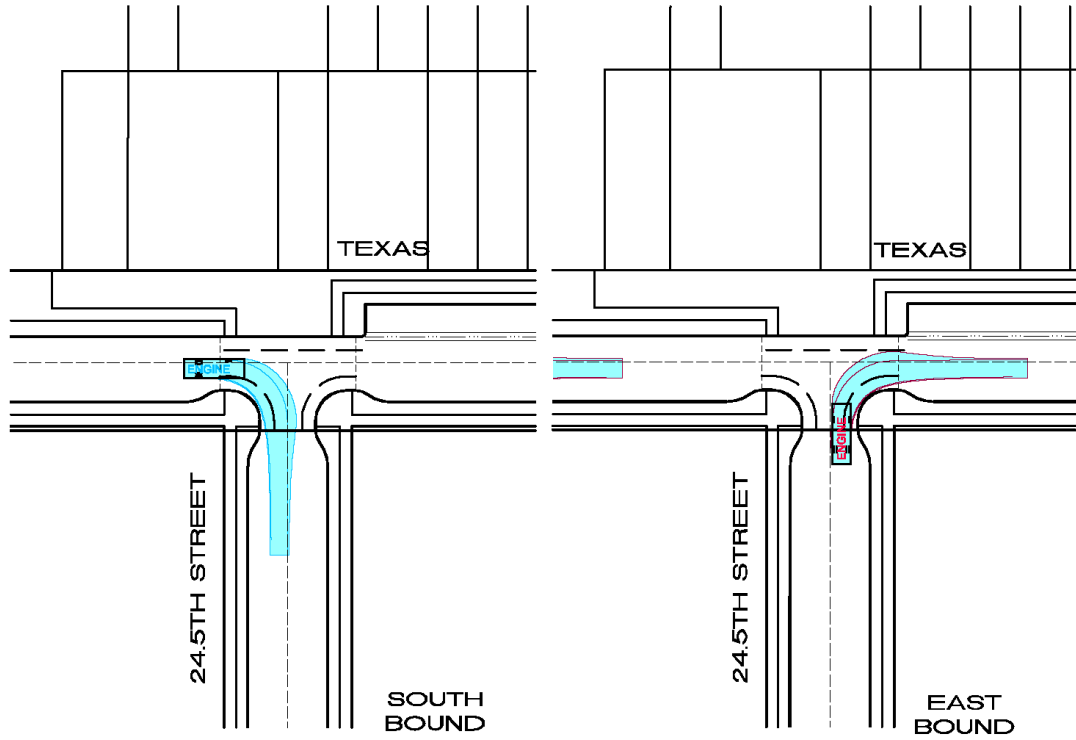


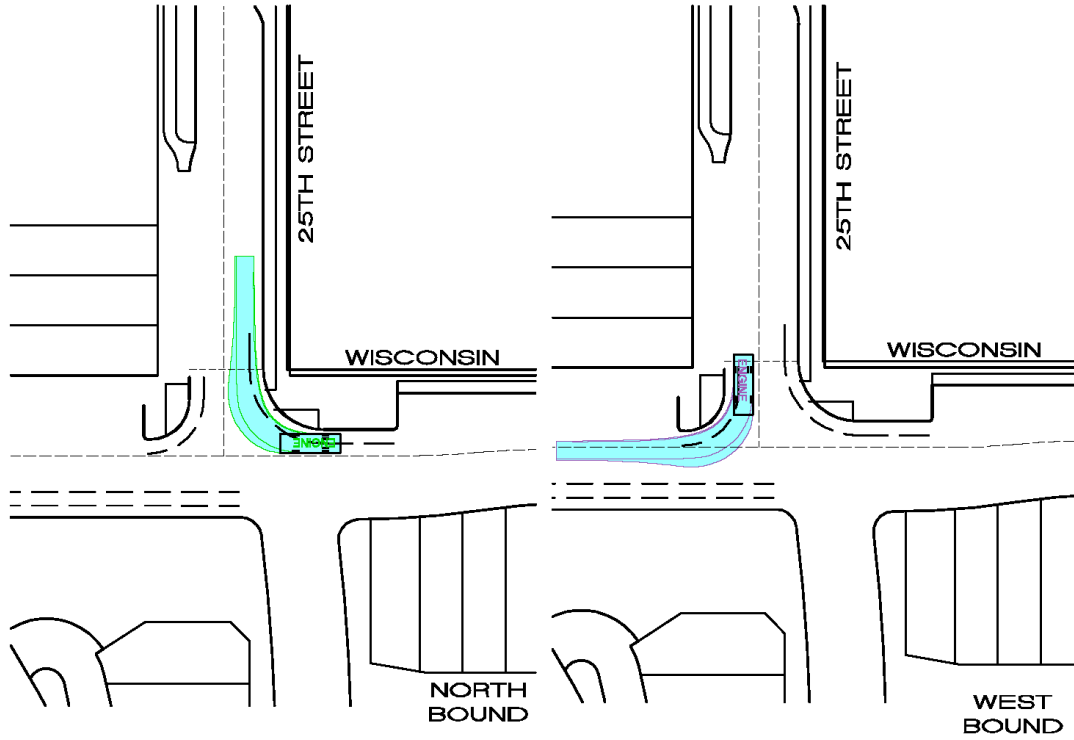


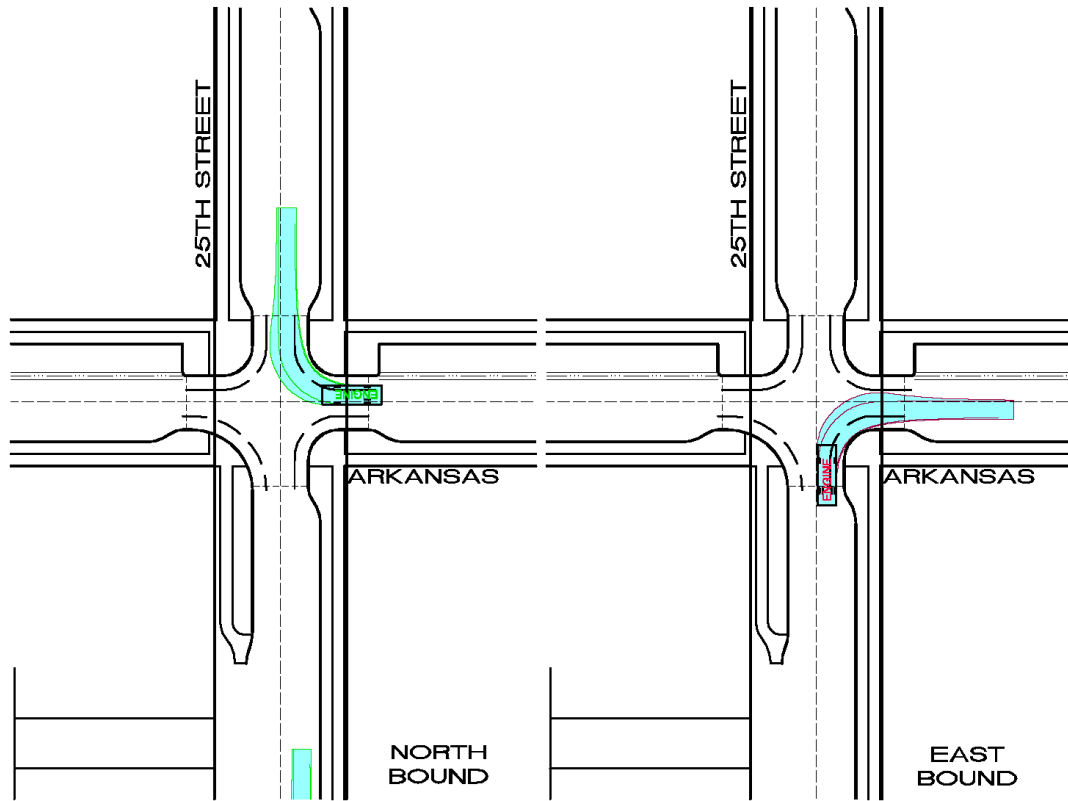
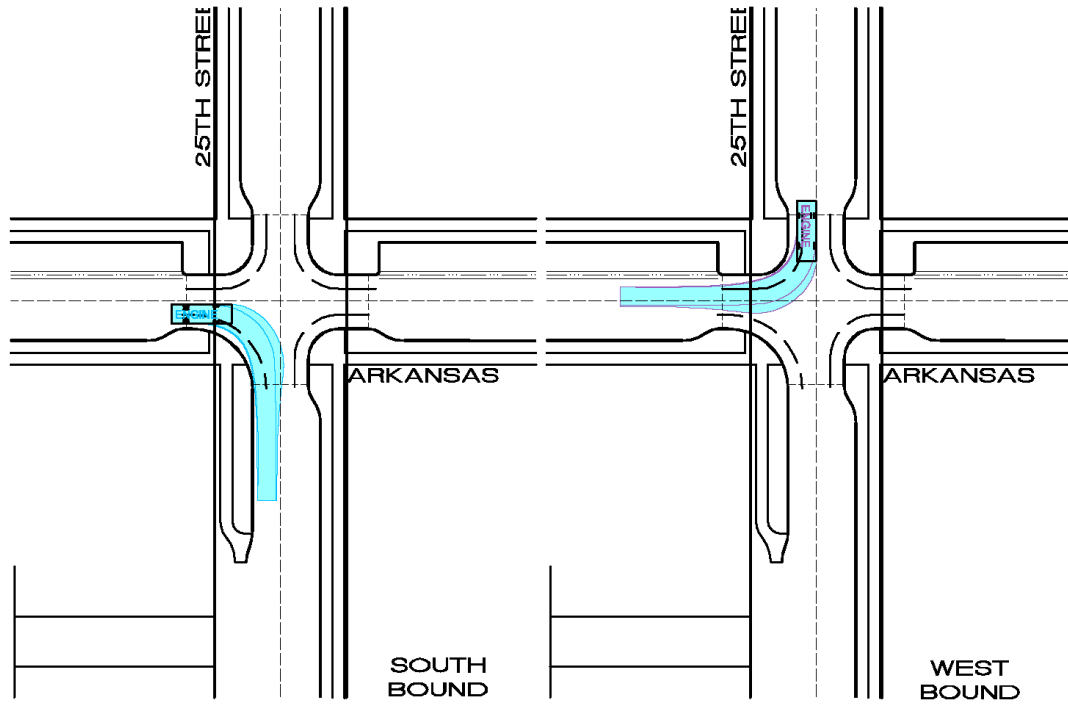


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INFRASTRUCTURE PLAN

APPENDIX
2016 SFMTA FIRE ENGINE TURN MODELS

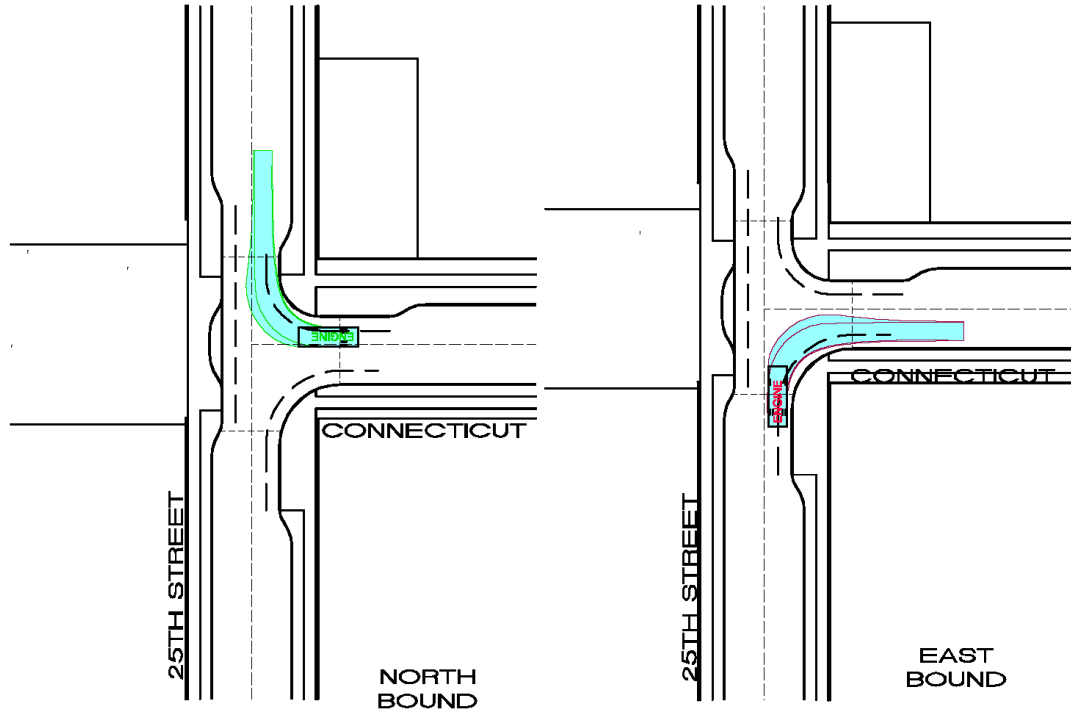


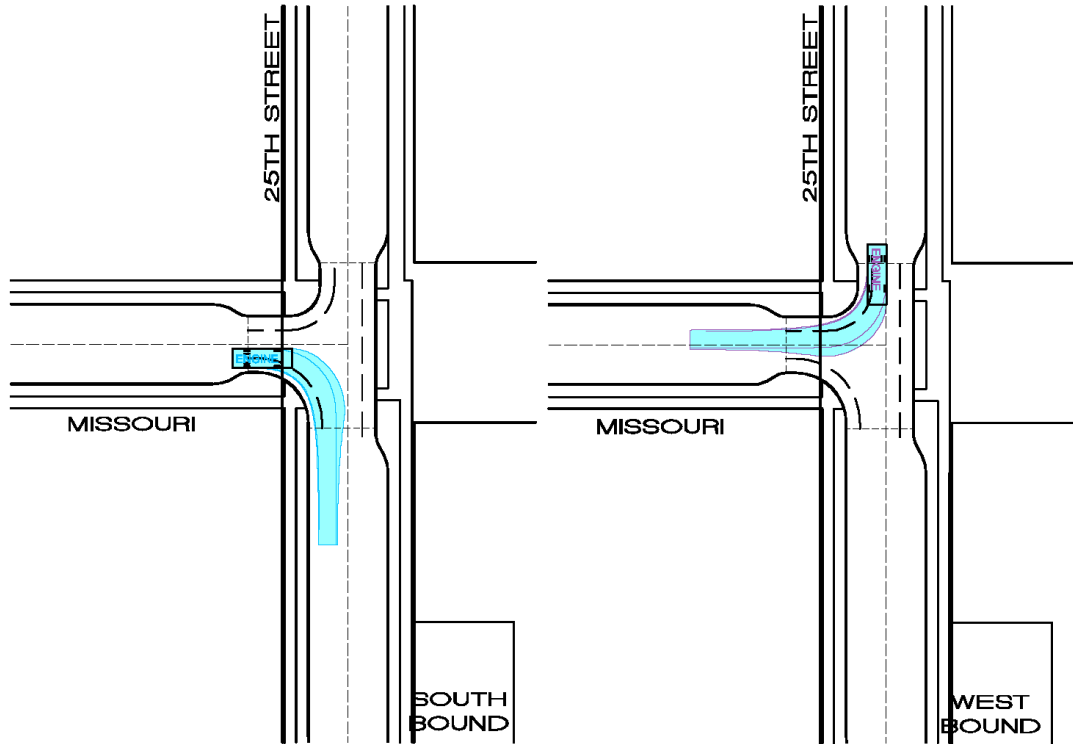




POTRERO MASTER INFRASTRUCTURE PLAN

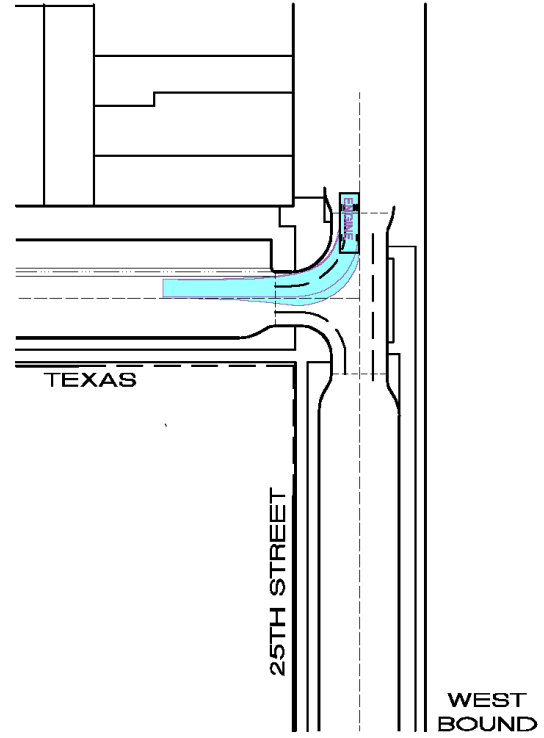
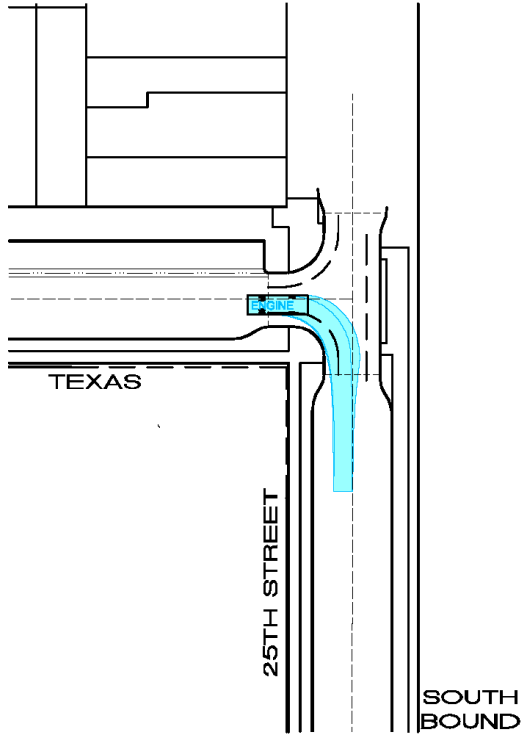
APPENDIX 2016 SFMTA FIRE ENGINE TURN MODELS





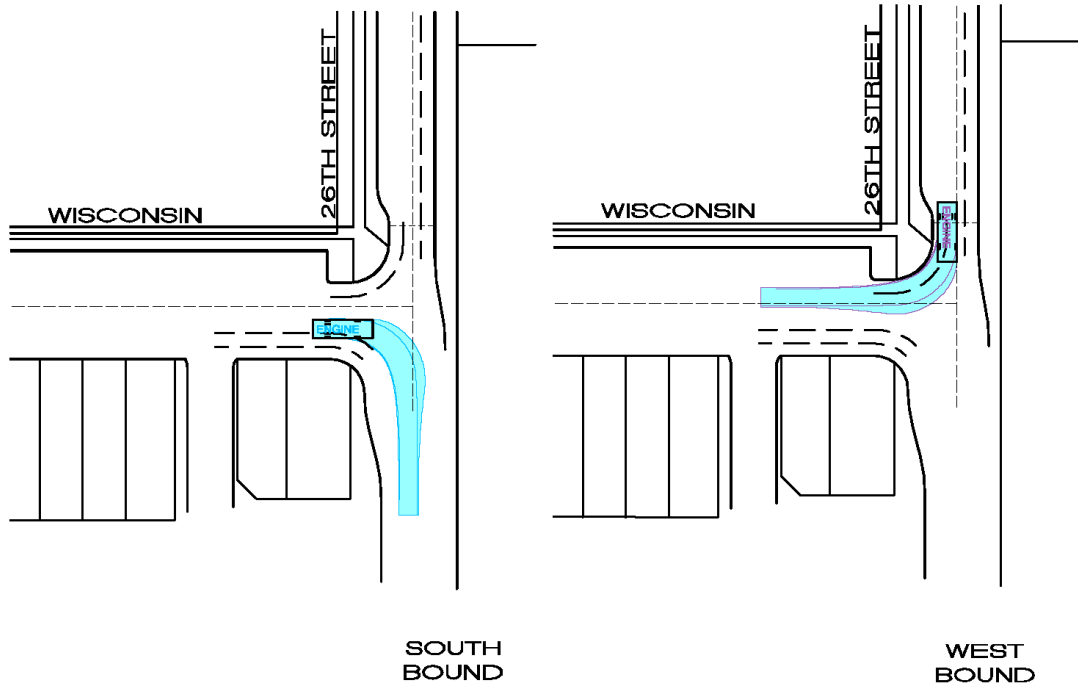
POTRERO MASTER
INFRASTRUCTURE PLAN

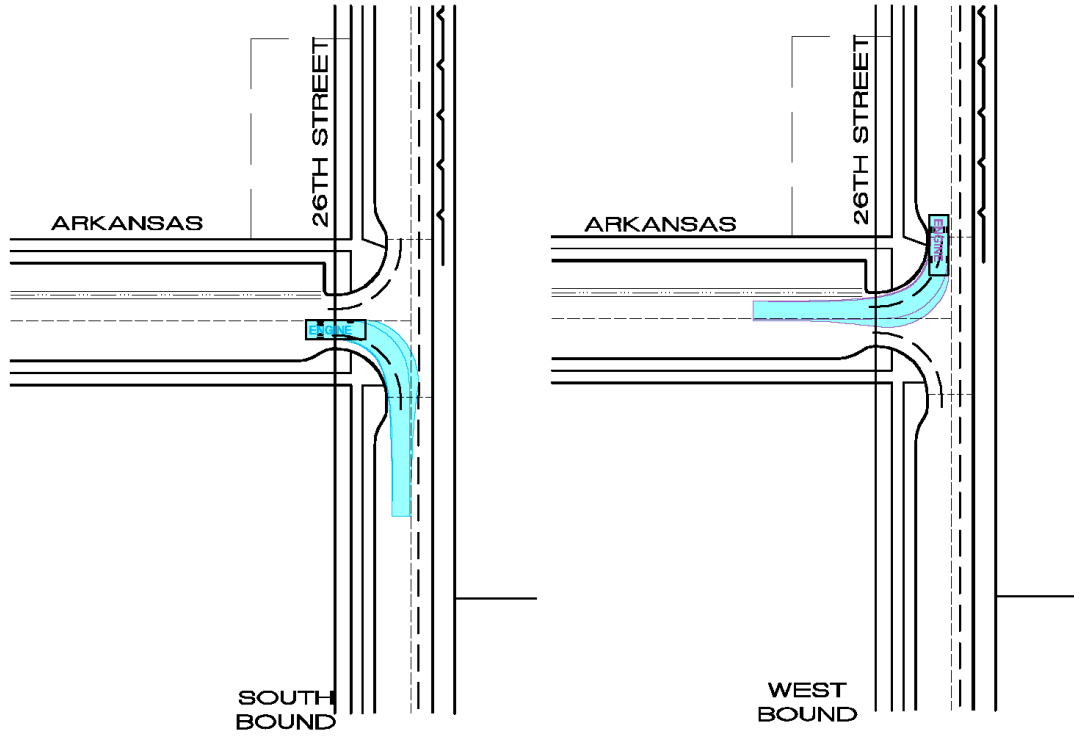
APPENDIX
2016 SFMTA FIRE ENGINE TURN MODELS

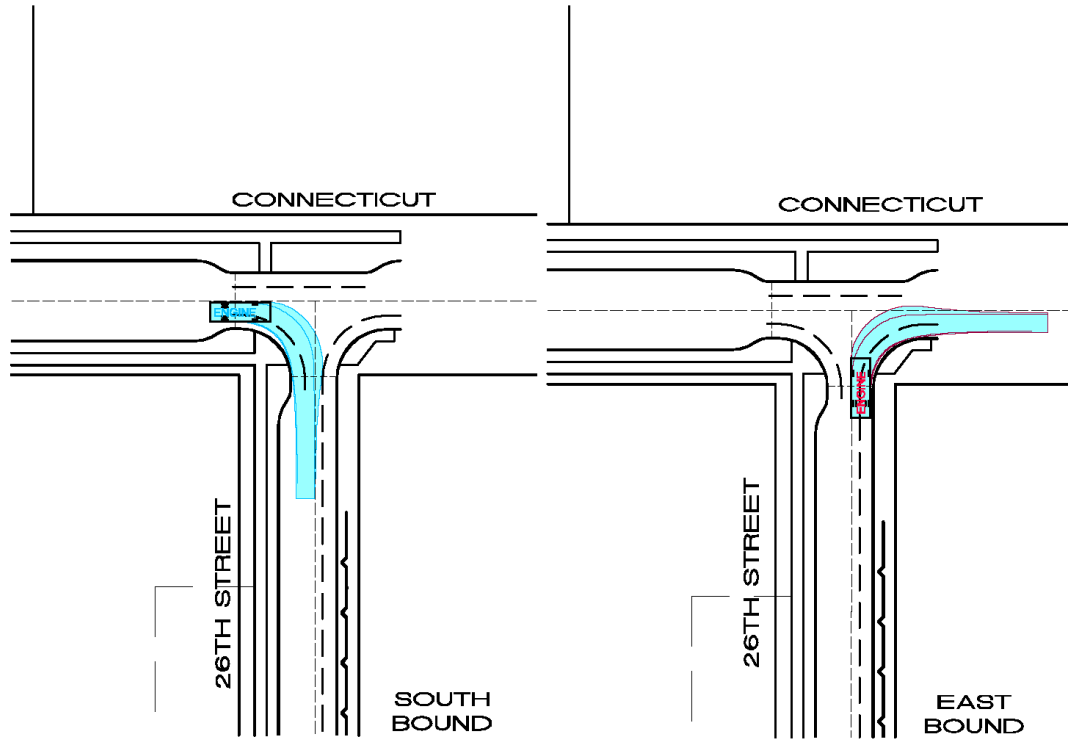


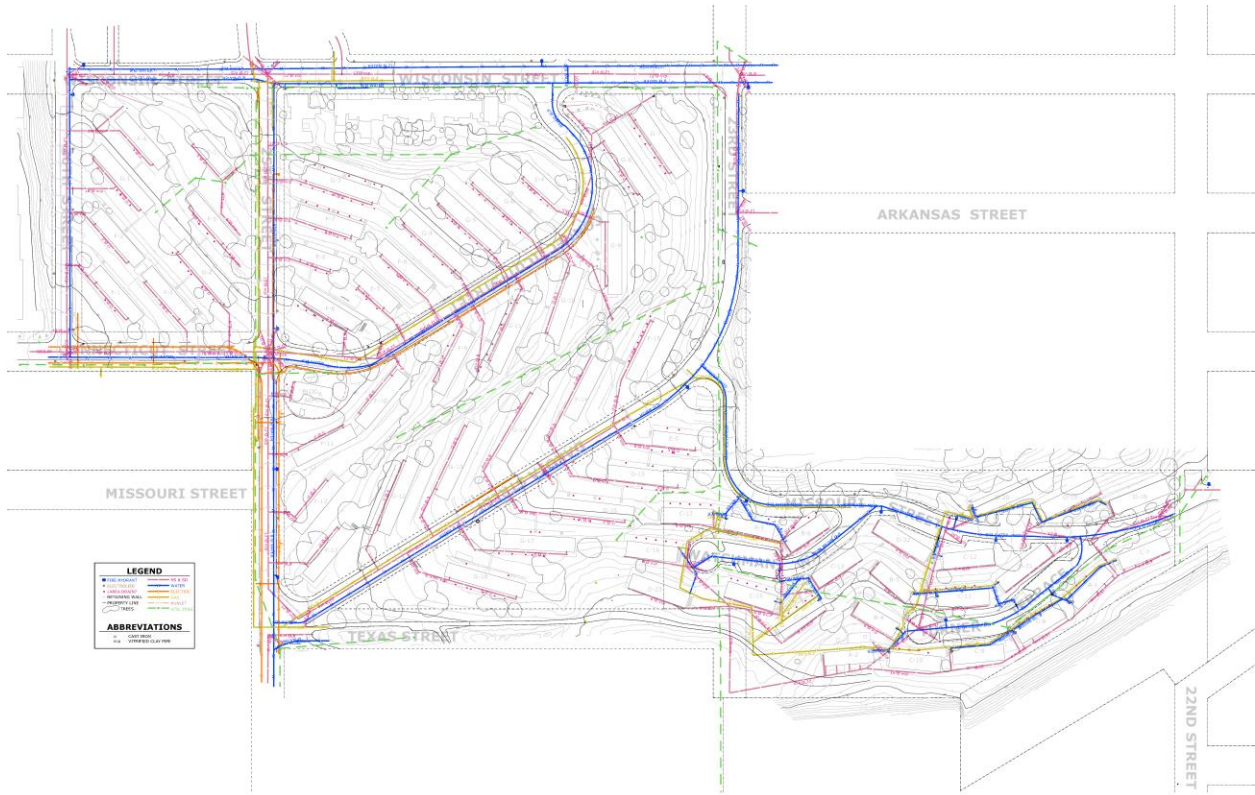
POTRERO MASTER
INFRASTRUCTURE PLAN

APPENDIX
2016 SFMTA FIRE ENGINE TURN MODELS









REBUILD POTRERO | EXISTING UTILITIES
 SAN FRANCISCO, CA | FEBRUARY 13, 2009 | TAKEN FROM HAWK ENG. SURVEY (05/02/94)

APPROXIMATE EXISTING CONDITIONS TO BE
 VERIFIED THROUGH FULL UTILITY SURVEY



30' VERTICAL CURVE CHECK

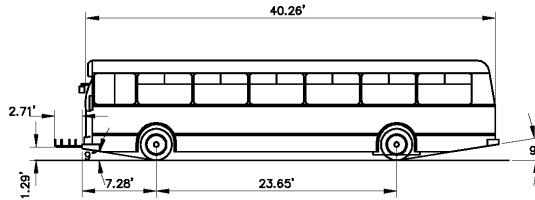
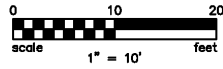
EXCELSIOR
NEW FLYER

POTRERO

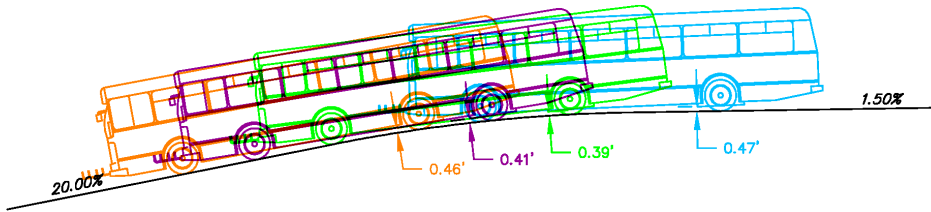
SAN FRANCISCO, CALIFORNIA

JUNE 2016

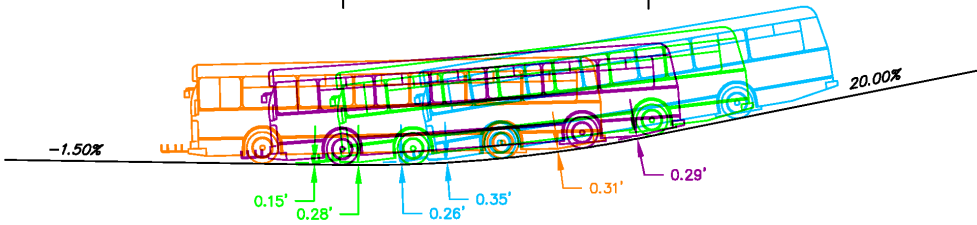
PROJECT NO. 2009013.00



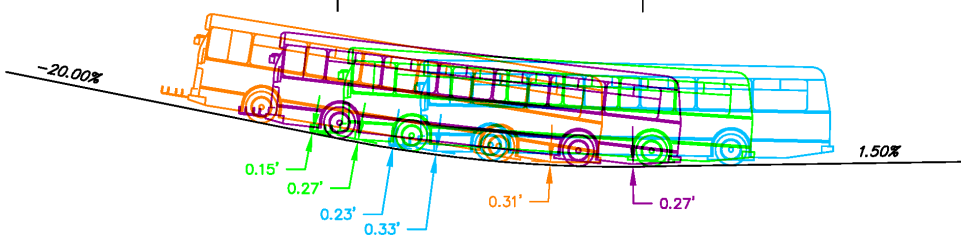
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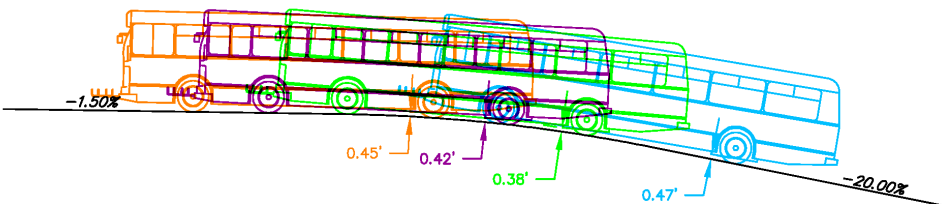
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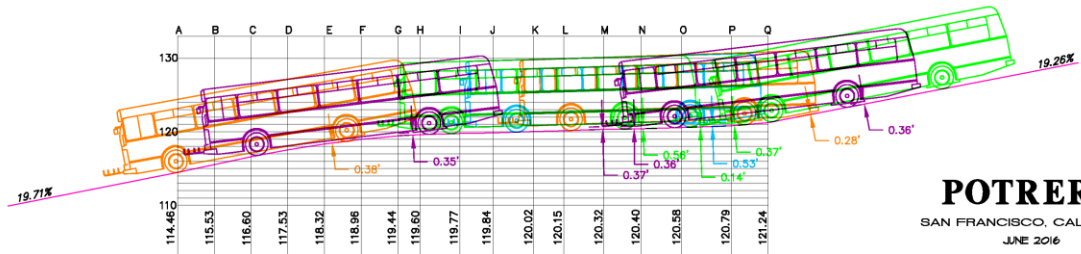
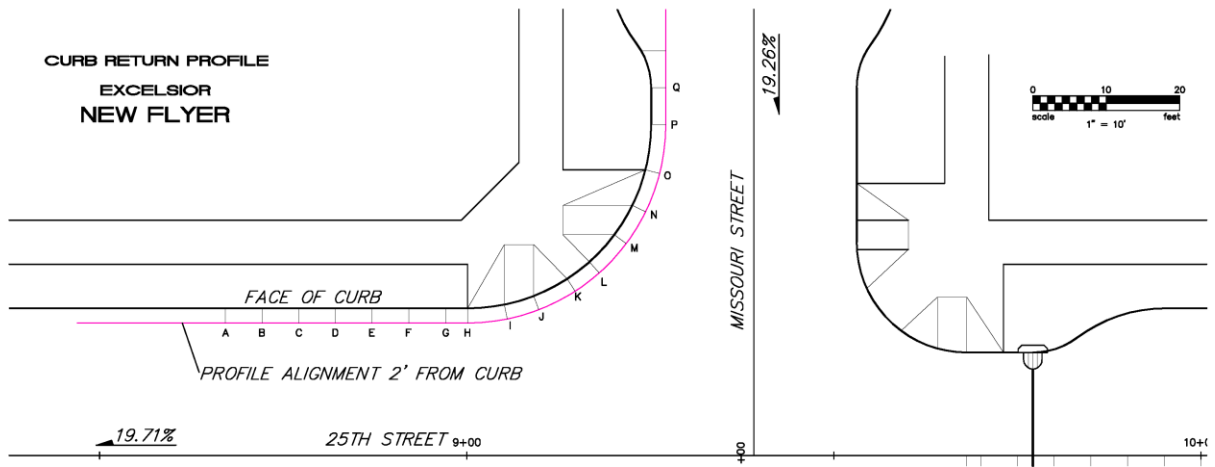


30.00' VERT CURVE



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SHEET 1 OF 1



POTRERO
SAN FRANCISCO, CALIFORNIA
JUNE 2016
PROJECT NO. 2004518-00

30' VERTICAL CURVE CHECK

SFFD - AERIAL TRUCK

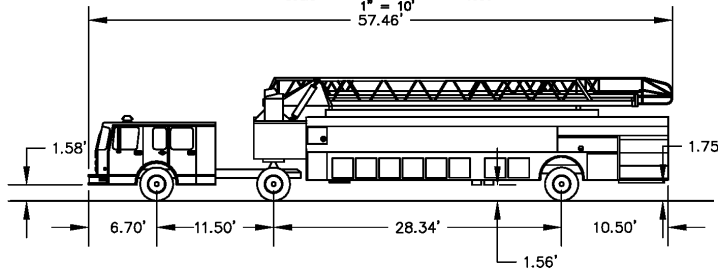
POTRERO

SAN FRANCISCO, CALIFORNIA

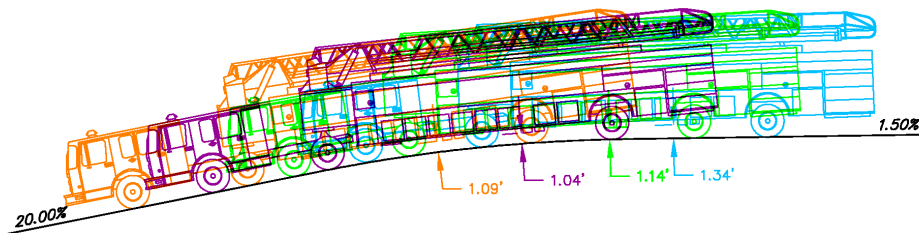
APRIL 2016

PROJECT No. 2009013.00

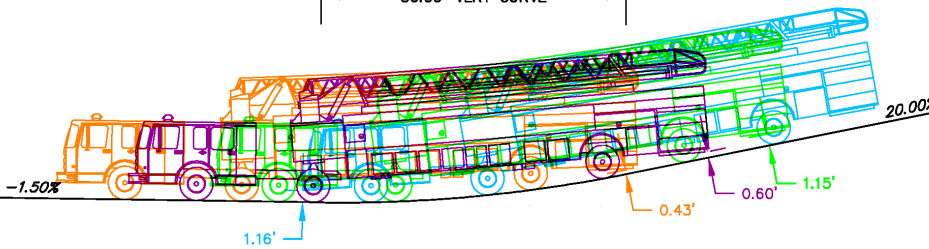
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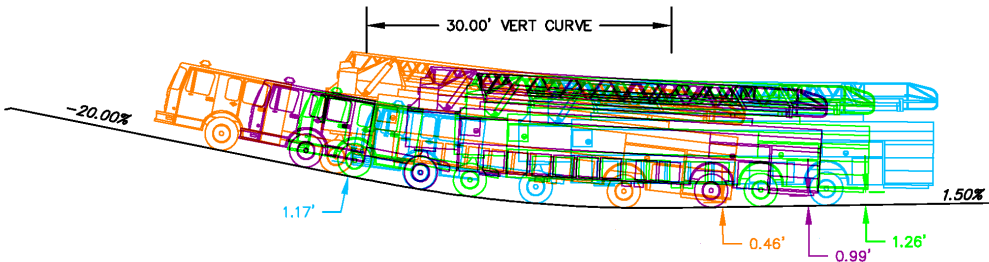
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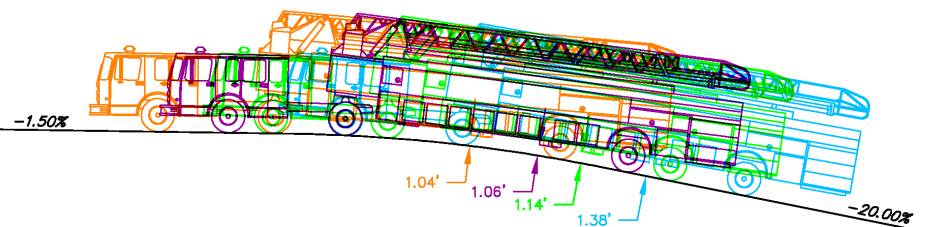
30.00' VERT CURVE



30.00' VERT CURVE



30.00' VERT CURVE



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30' VERTICAL CURVE CHECK

SFFD - AERIAL TRUCK

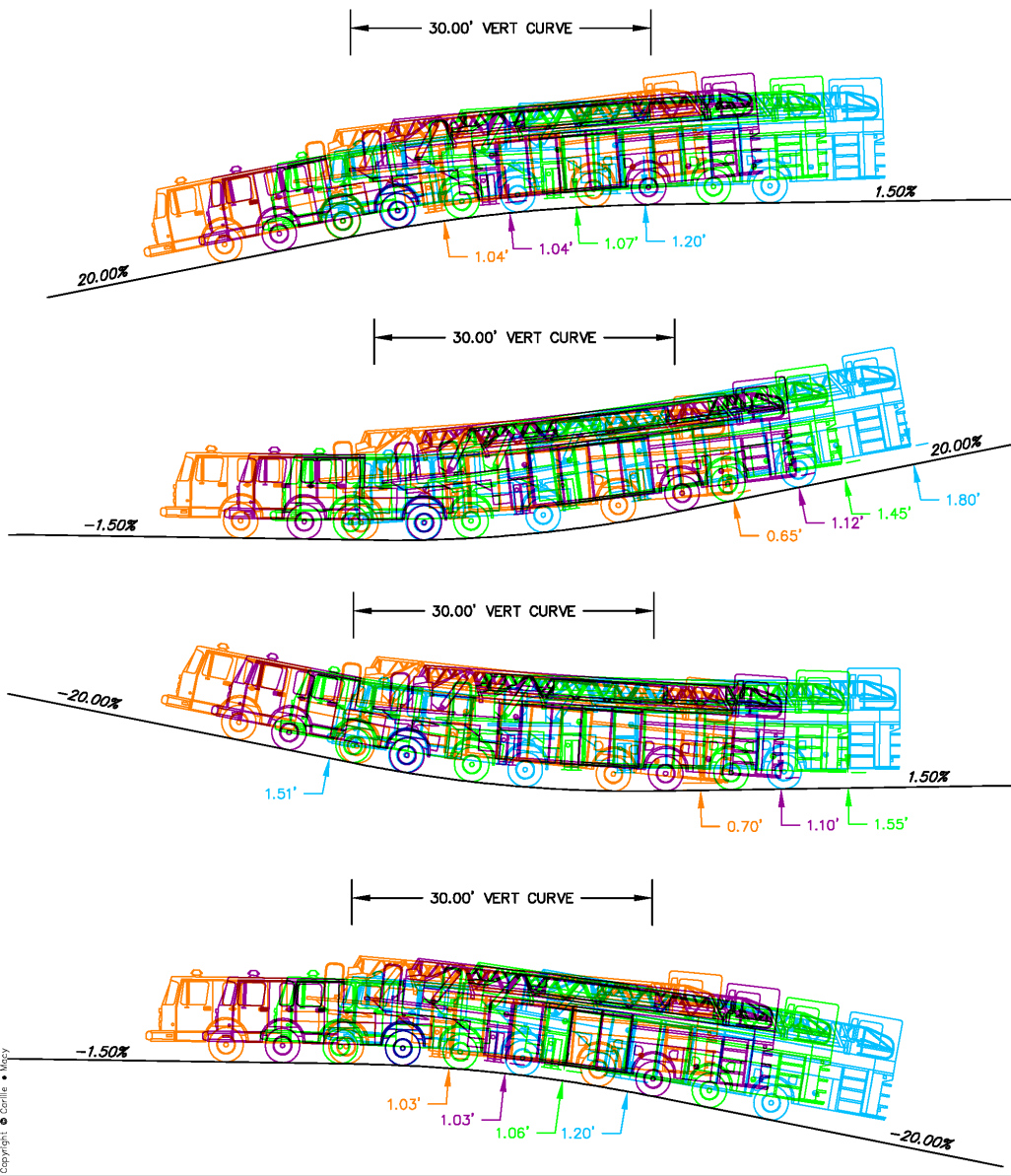
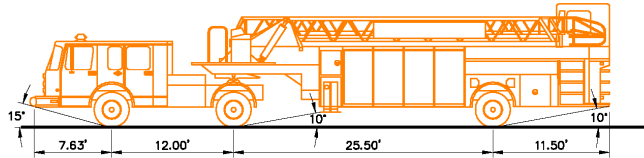
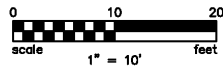
MTA MODEL

POTRERO

SAN FRANCISCO, CALIFORNIA

APRIL 2016

PROJECT No. 2009013.00



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SHEET 1 OF 1

30' VERTICAL CURVE CHECK

SFFD - AERIAL TRUCK

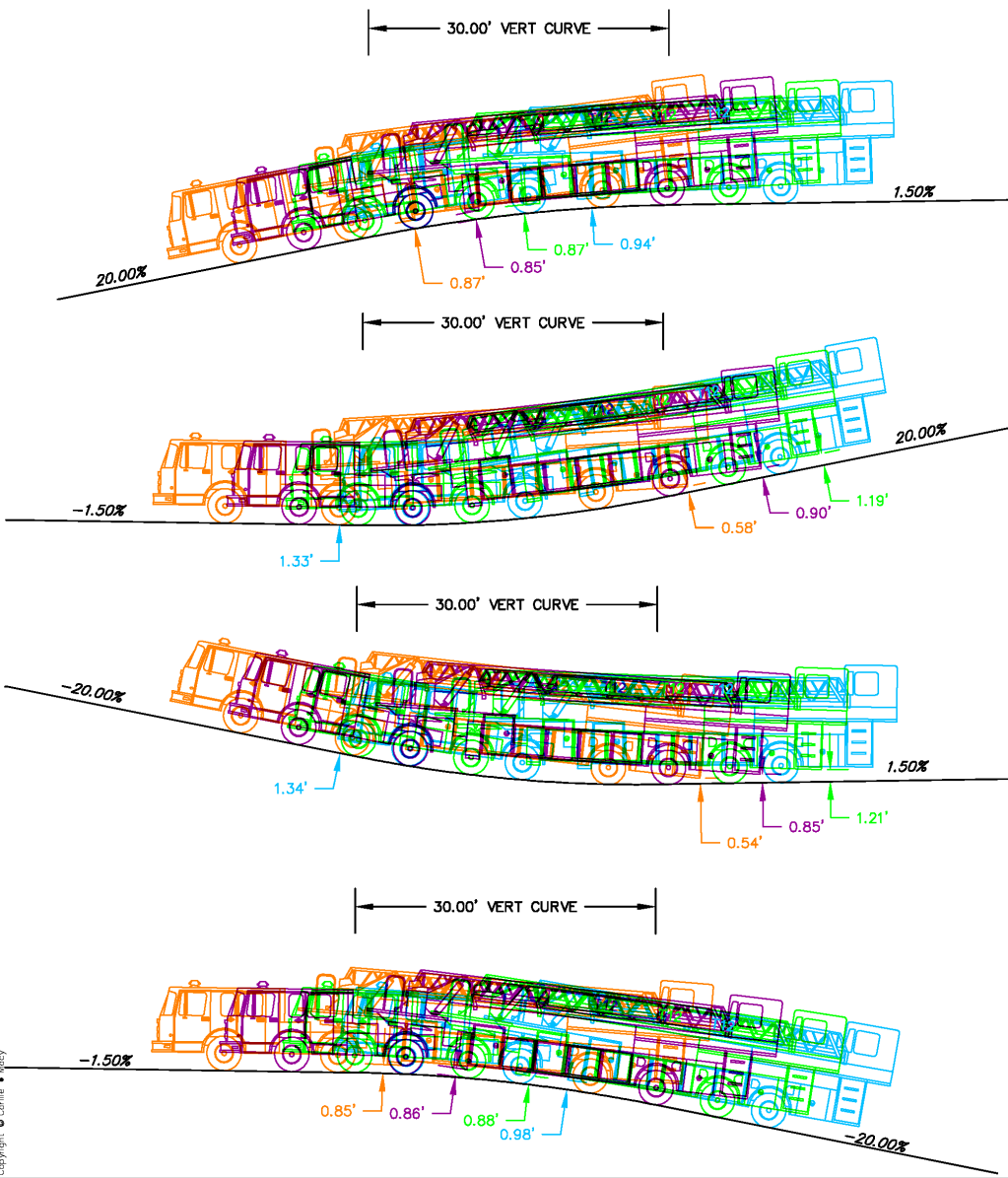
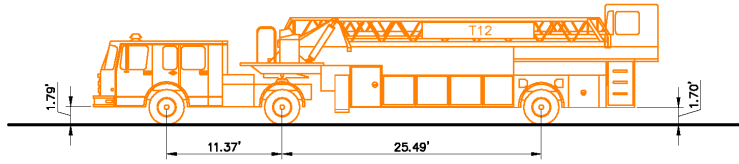
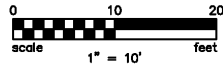
ENGINE T12

POTRERO

SAN FRANCISCO, CALIFORNIA

APRIL 2016

PROJECT No. 2009013.00



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SHEET 1 OF 1

30' VERTICAL CURVE CHECK

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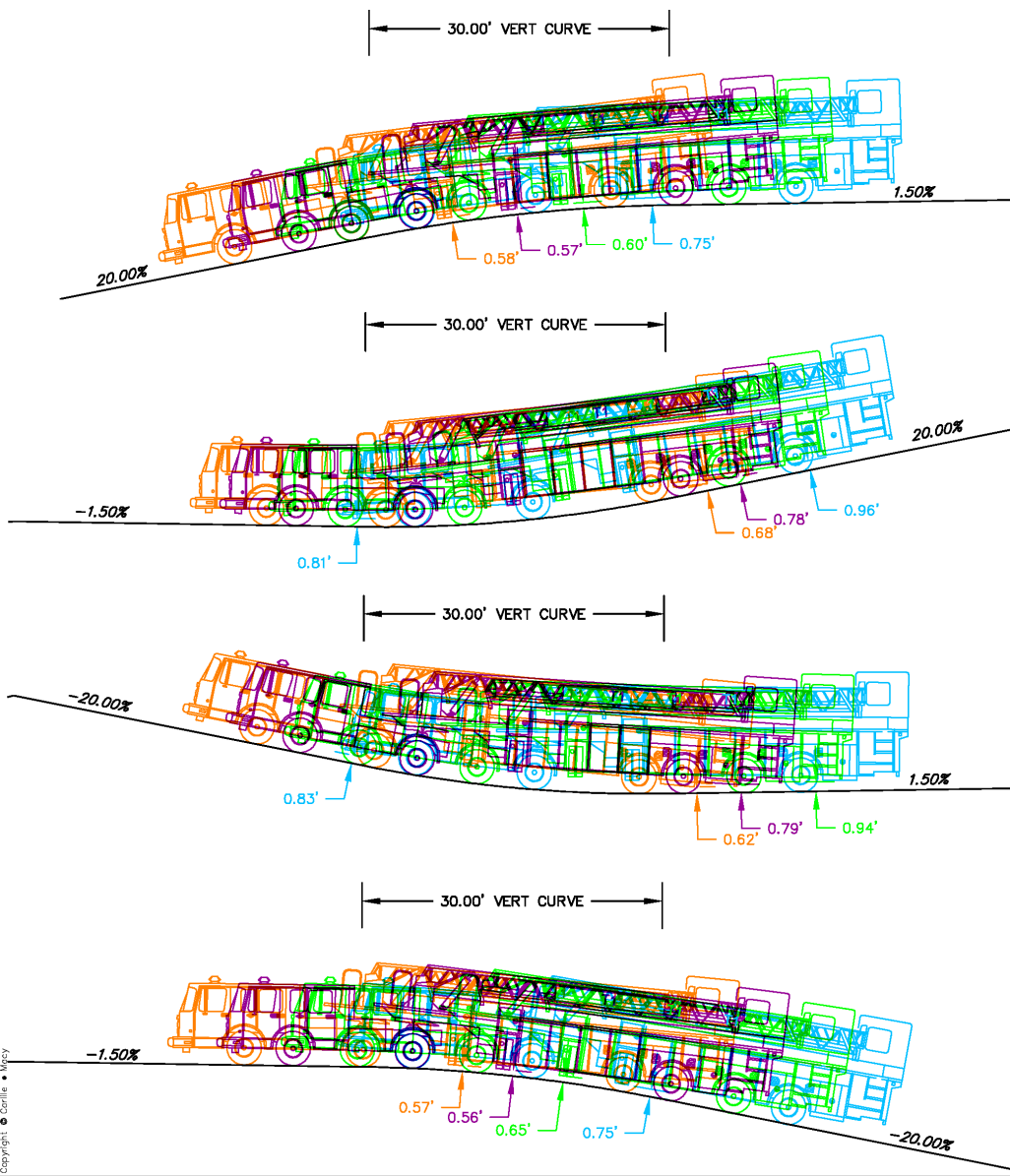
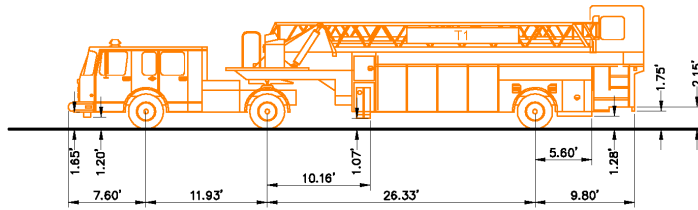
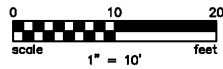
ENGINE T1

POTRERO

SAN FRANCISCO, CALIFORNIA

APRIL 2016

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SHEET 1 OF 1

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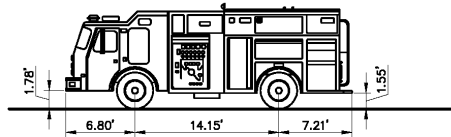
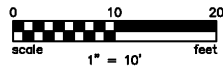
ENGINE 14

POTRERO

SAN FRANCISCO, CALIFORNIA

APRIL 2016

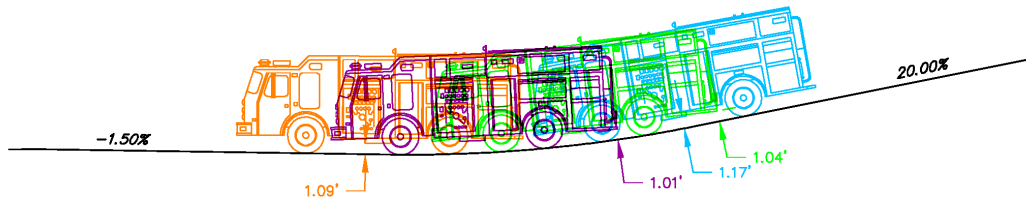
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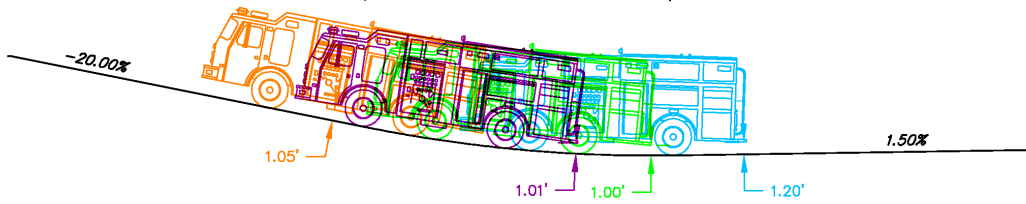
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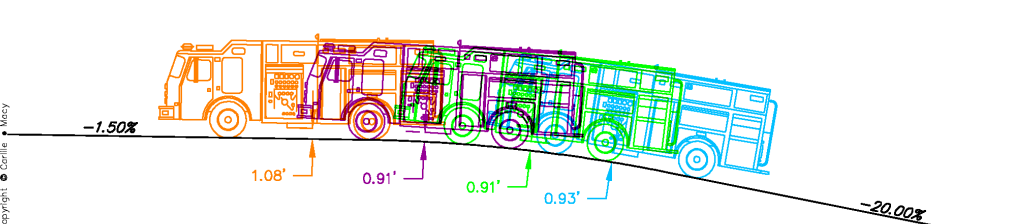
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30.00' VERT CURVE



30.00' VERT CURVE



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SHEET 1 OF 1

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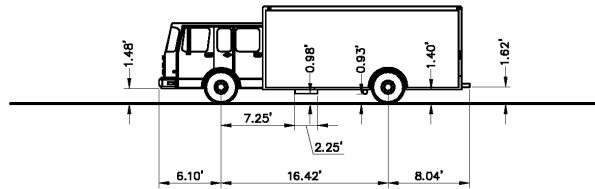
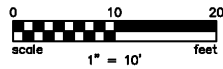
TRUCK R2

POTRERO

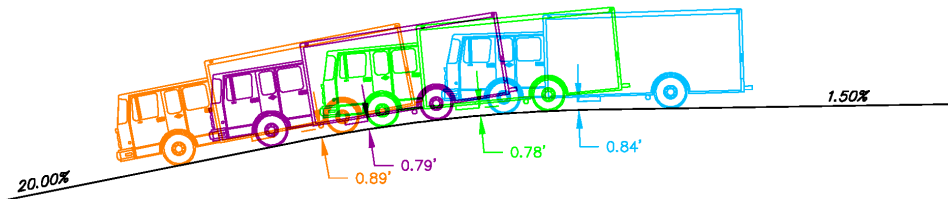
SAN FRANCISCO, CALIFORNIA

APRIL 2016

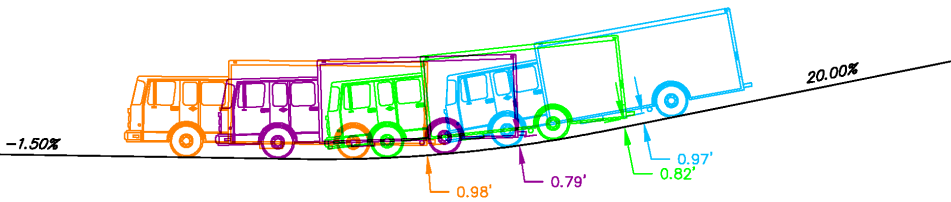
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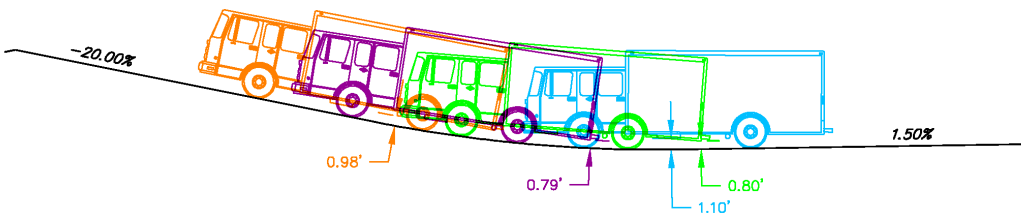
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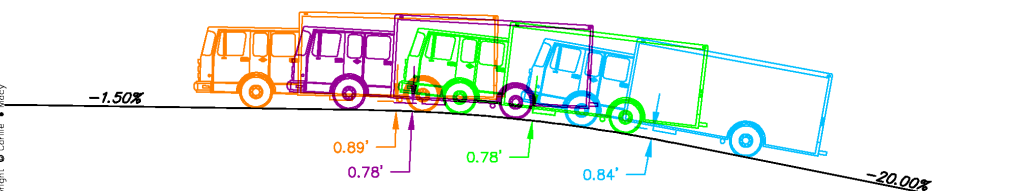
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30.00' VERT CURVE



30.00' VERT CURVE



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30' VERTICAL CURVE CHECK

SFFD - AMBULANCE

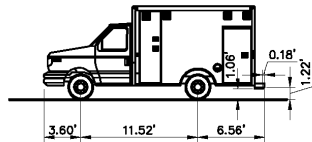
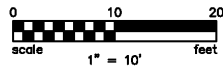
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POTRERO

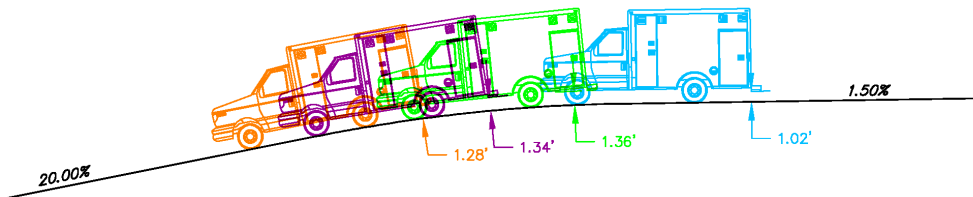
SAN FRANCISCO, CALIFORNIA

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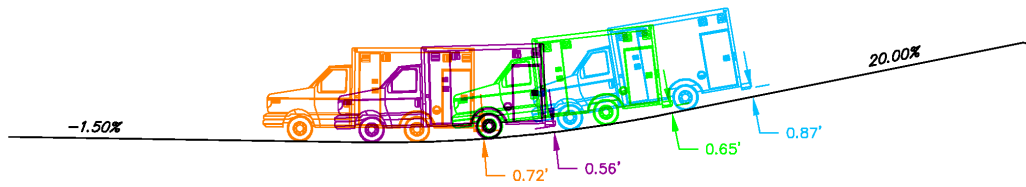
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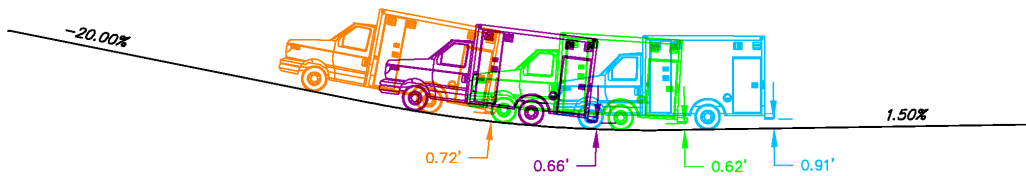
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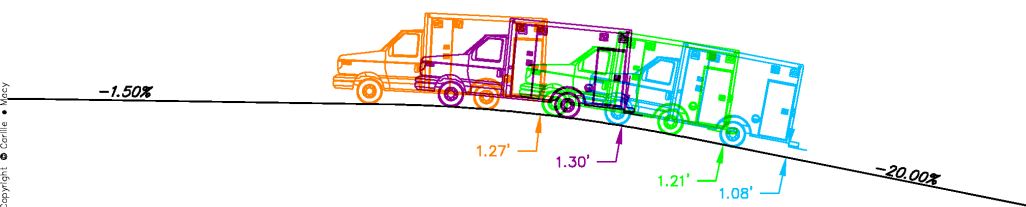
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30.00' VERT CURVE



30.00' VERT CURVE



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SHEET 1 OF 1

30' VERTICAL CURVE CHECK

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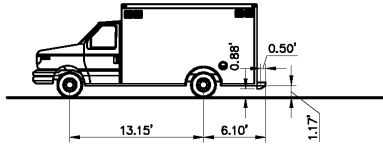
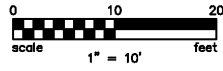
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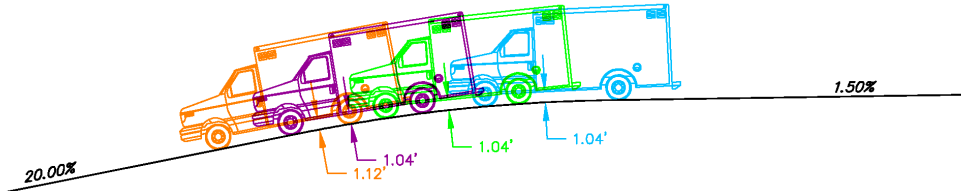
SAN FRANCISCO, CALIFORNIA

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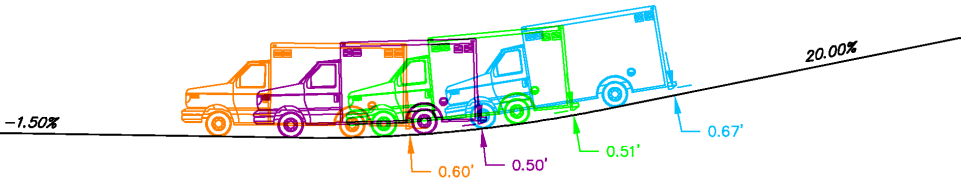
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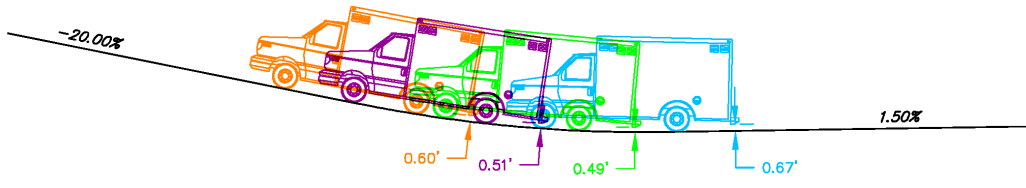
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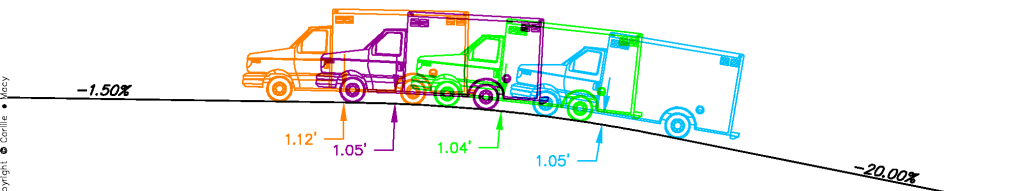
30.00' VERT CURVE



30.00' VERT CURVE



30.00' VERT CURVE



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FIGURE I.5 EXISTING UTILITIES

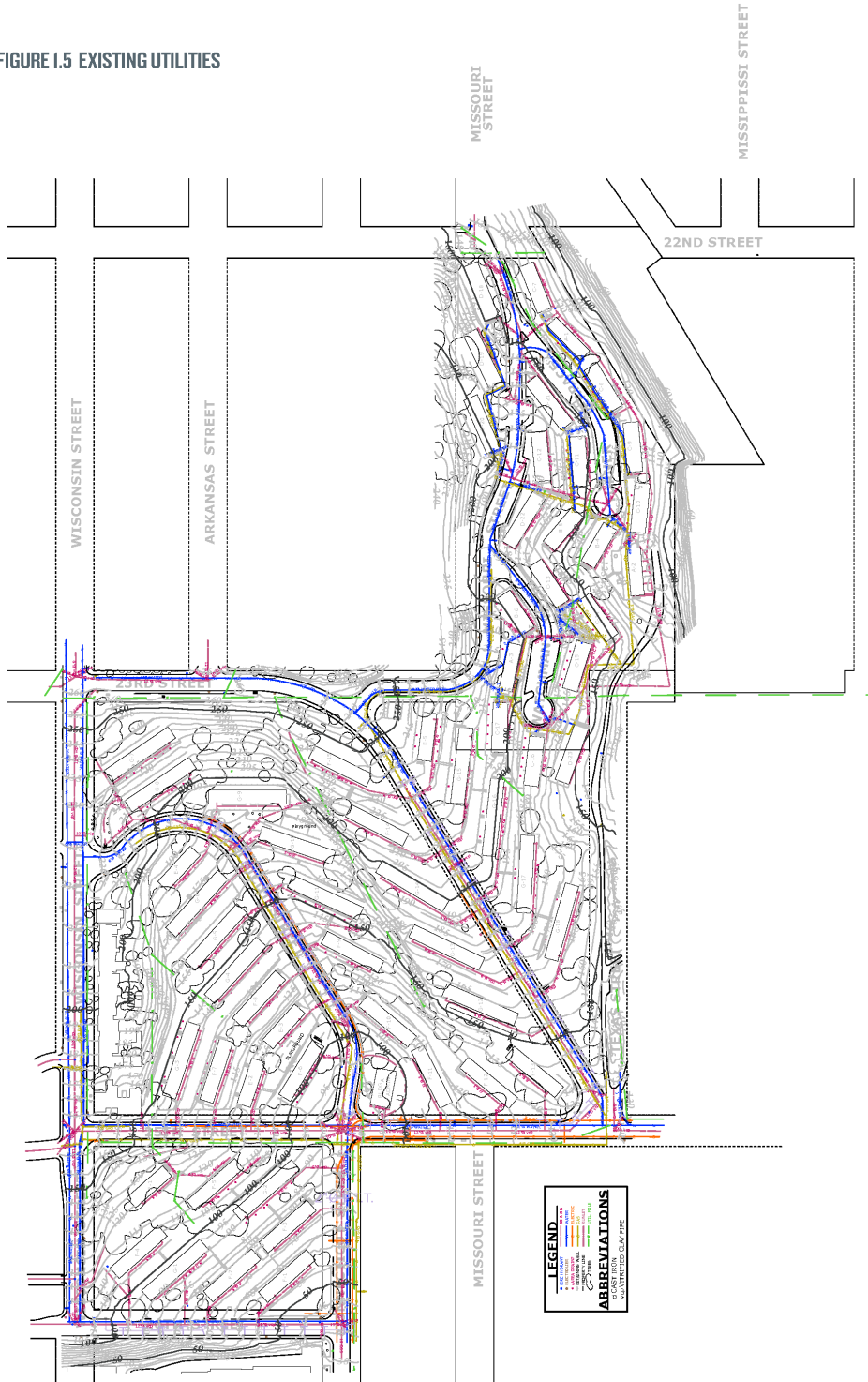


FIGURE 5.1 CONCEPTUAL GRADING PLAN

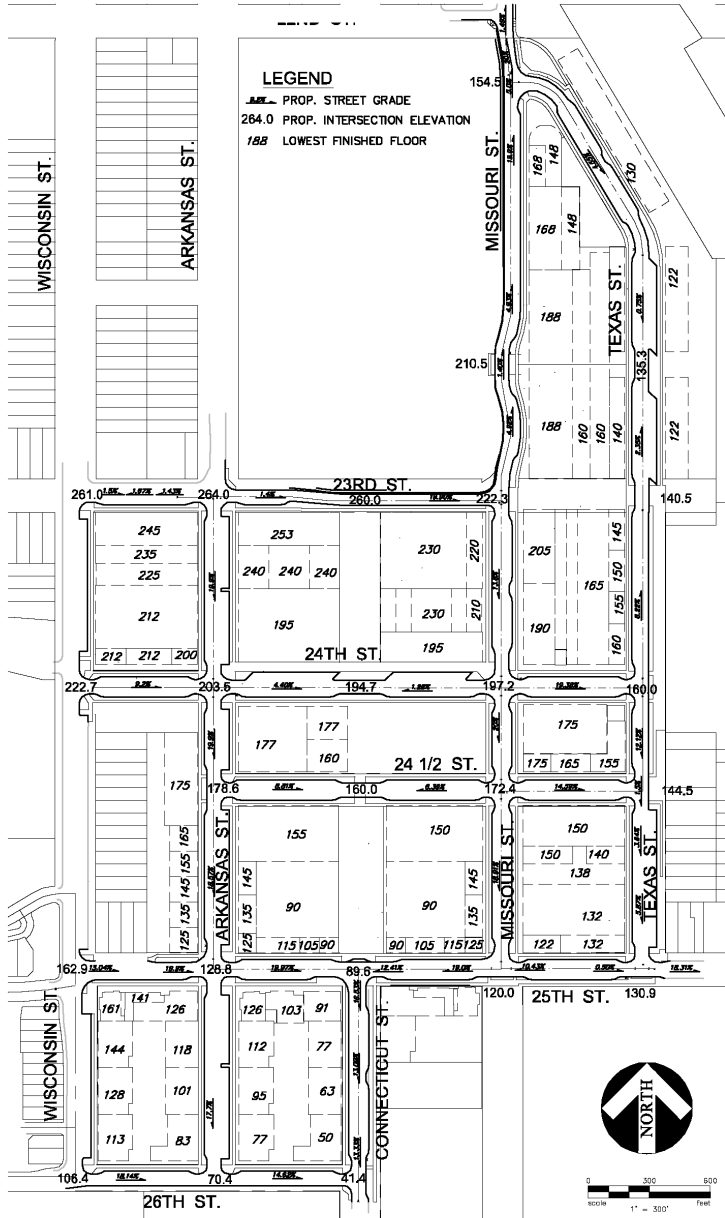


FIGURE 6.2 CONCEPTUAL SITE PLAN AND STREET LAYOUT

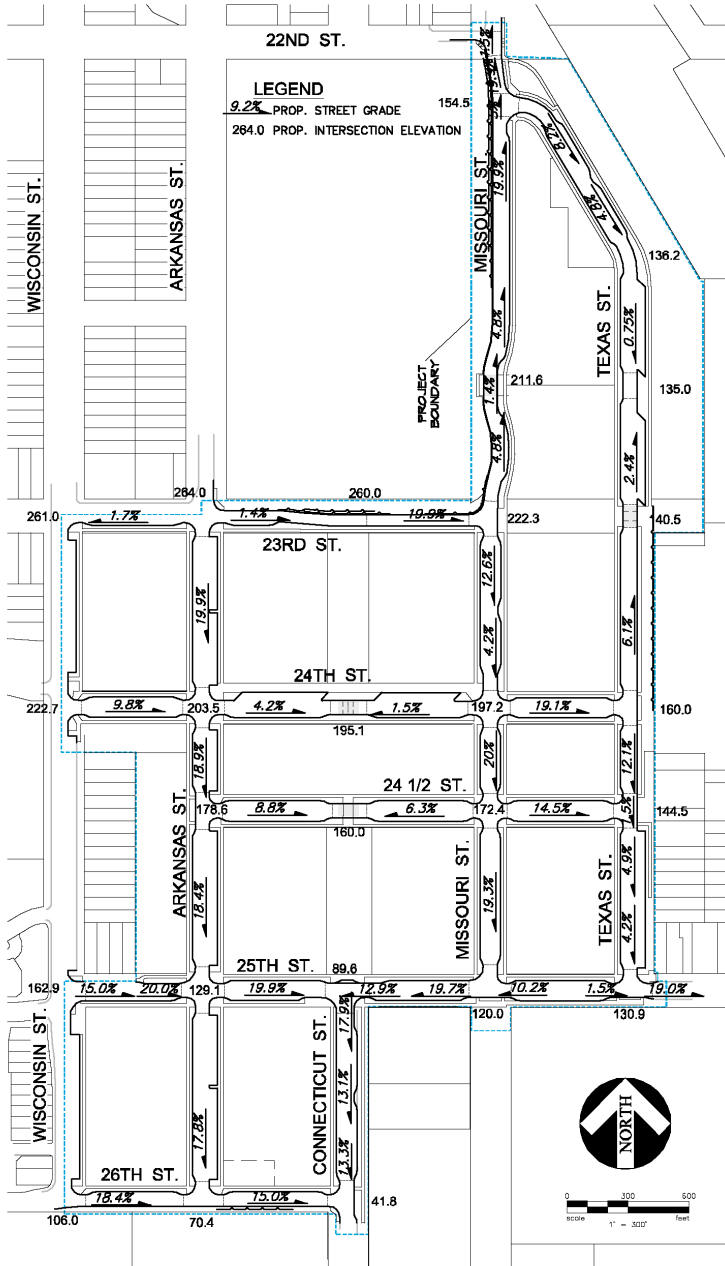


FIGURE 8.I CONCEPTUAL POTABLE WATER SYSTEM MAP

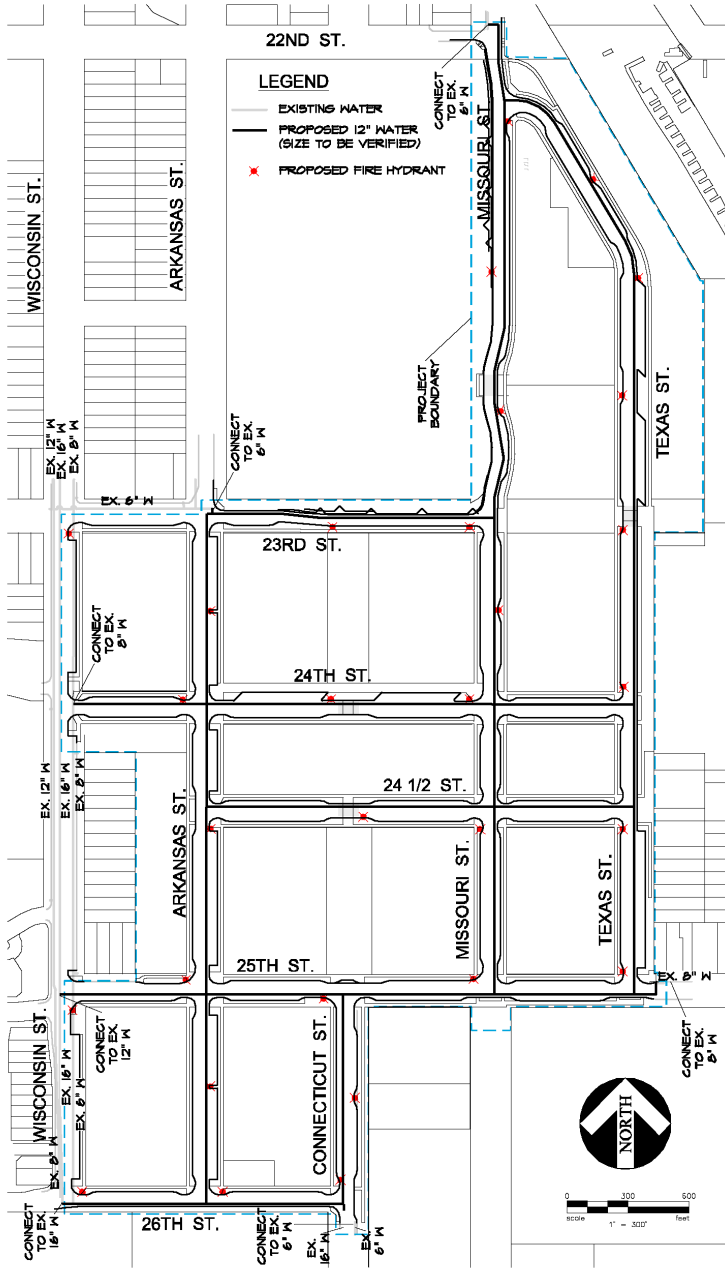


FIGURE 8.2 TYPICAL UTILITY SECTIONS WITHIN PUBLIC STREETS

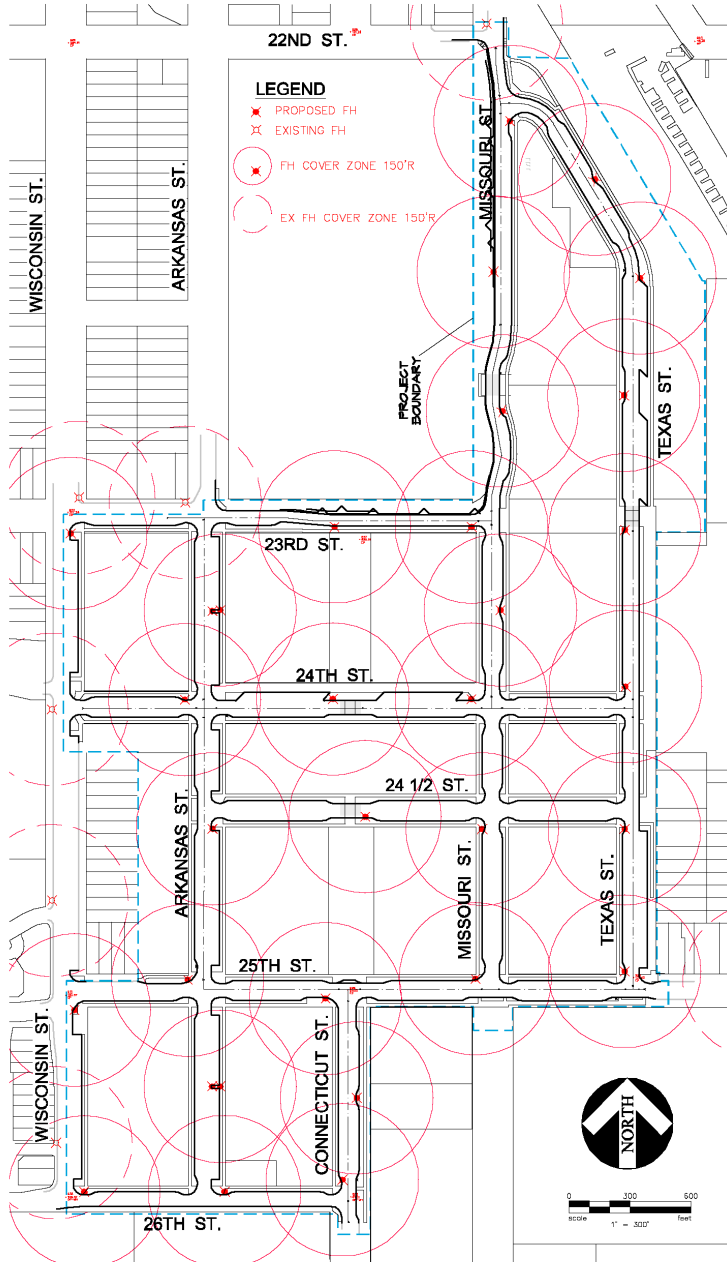


FIGURE 9.1 CONCEPTUAL COMBINED SEWER SYSTEM

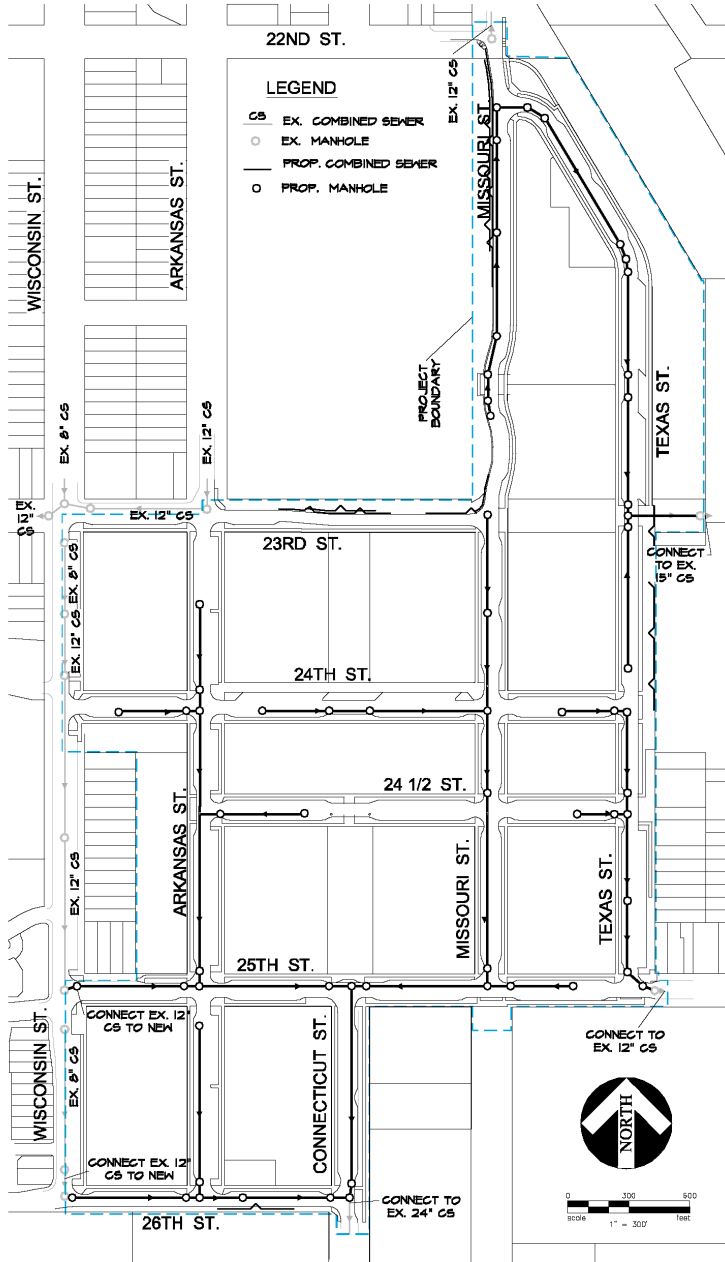


FIGURE 10.1 CONCEPTUAL AWSS SYSTEM DIAGRAM

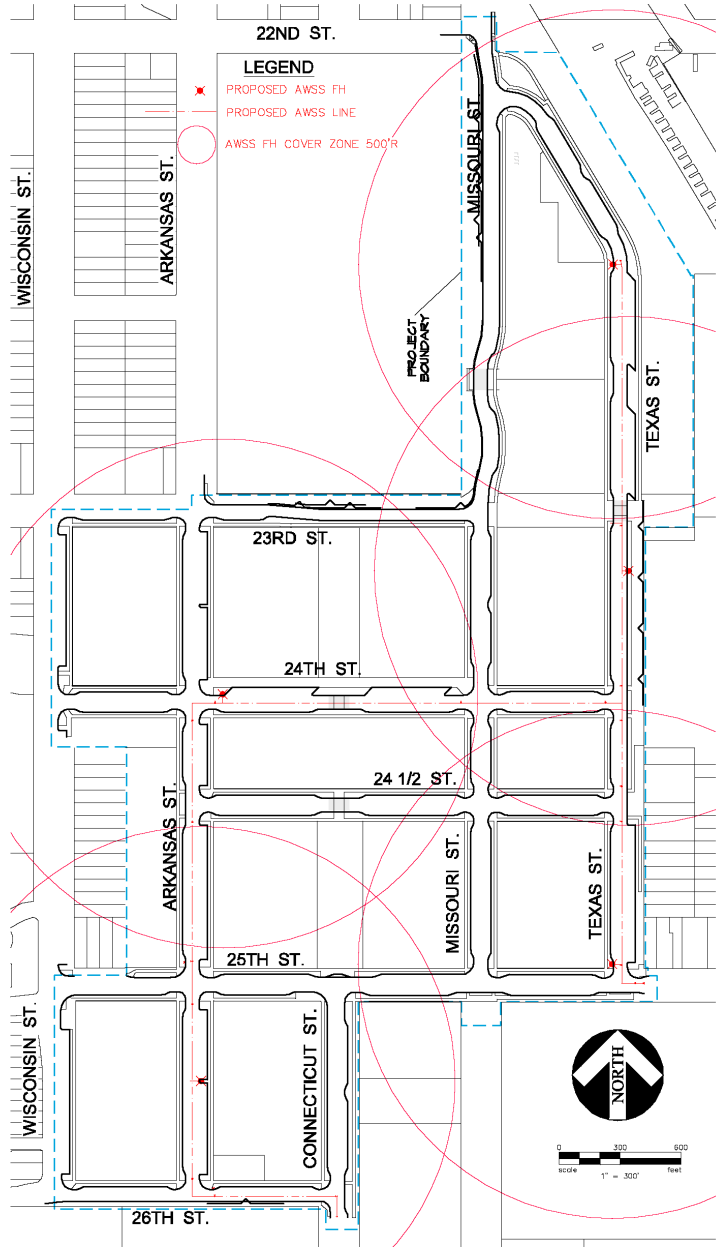


FIGURE II.1 CONCEPTUAL STORMWATER MASTER PLAN

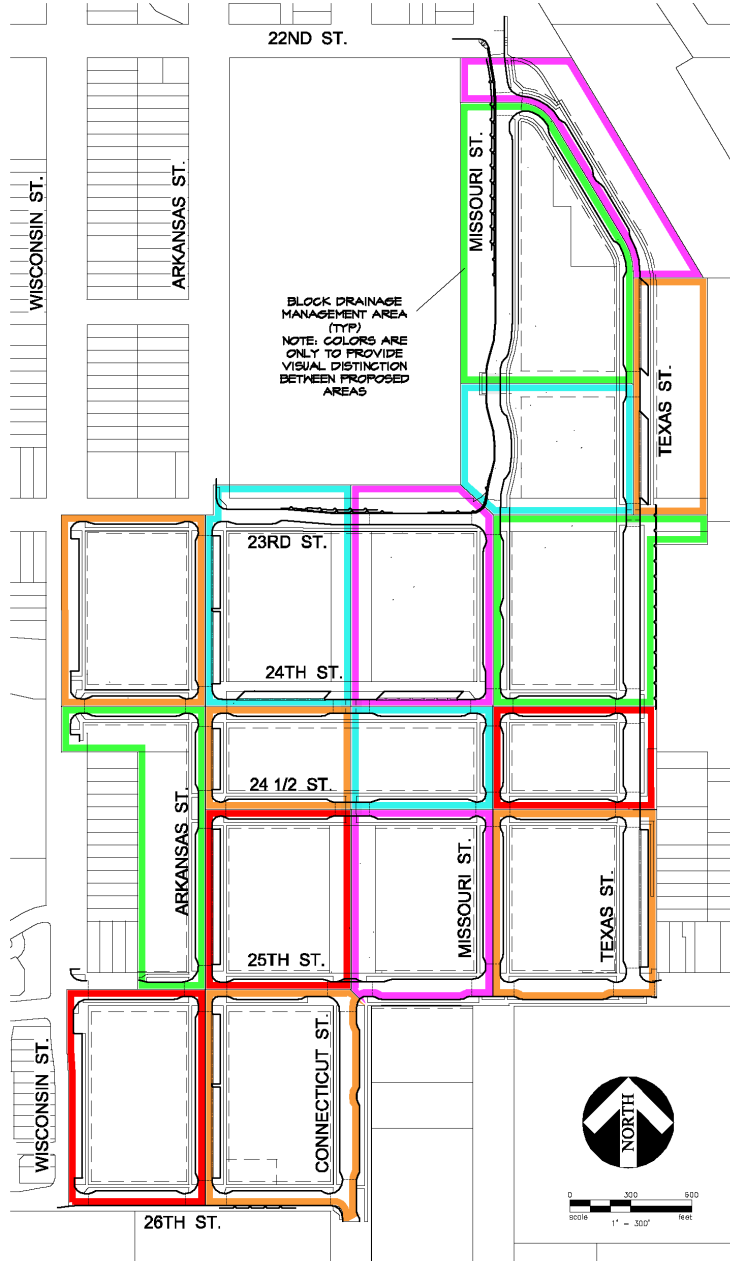


FIGURE 12.1 CONCEPTUAL JOINT TRENCH PLAN

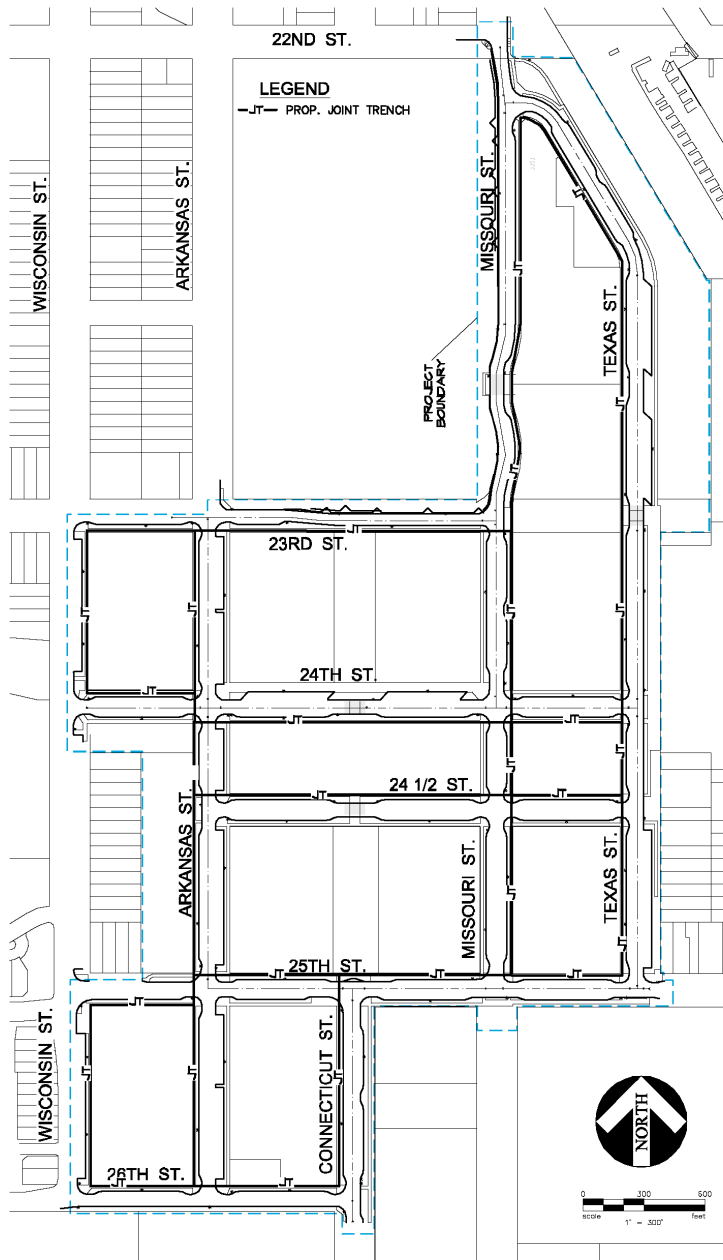


EXHIBIT Q

RESERVED

EXHIBIT R
RESERVED

EXHIBIT S

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO
(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)

AND WHEN RECORDED MAIL TO:

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO DEVELOPMENT AGREEMENT
FOR BRIDGE-POTRERO COMMUNITY ASSOCIATES LLC**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the
“Assignment”) is entered into this _____ day of _____, 20____, by and between
_____, a _____ (“Assignor”) and _____, a
_____ (“Assignee”).

RECITALS

A. Potrero Community Associates, LLC, a _____ (“Developer”), and
the City and County of San Francisco, a political subdivision and municipal corporation of the
State of California (the “City”), acting by and through its Planning Department, the Housing
Authority of the City and County of San Francisco, a public body, corporate and politic
 (“SFHA”), entered into that certain Development Agreement (the “Development Agreement”)
dated as of _____, 2016 for reference purposes, with respect to certain real property owned
by Assignor, as such property is more particularly described in the Development Agreement (the
“Project Site”). The Development Agreement was recorded in the Official Records of the City
and County of San Francisco on _____ as Document No. _____.

*[add recital to document any previous transfer of the Transferred Property, with
recording information]*

B. The Development Agreement provides that Developer (Assignor) has the right to:
(i) Transfer all or a portion of the Project Site, (ii) assign all of its rights, title, interest and
obligations under the Development Agreement to a Transferee with respect to the portions of the
Project Site transferred to the Transferee, and (iii) upon the recordation of an approved

Assignment and Assumption Agreement, to be released from any prospective liability or obligation under the Development Agreement related to the Transferred Property as set forth in Section 12.3 of the Development Agreement.

C. Assignor intends to convey certain real property as more particularly identified and described on Exhibit A attached hereto (hereafter the “**Transferred Property**”) to Assignee. The Transferred Property is subject to the Development Agreement.

D. Assignor desires to assign and Assignee desires to assume Assignor's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Transferred Property, as more particularly described below.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Defined Terms. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

2. Assignment of Development Agreement. Assignor hereby assigns to Assignee, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Transferred Property (the “**Transferred Rights**”), including any Community Benefits and certain obligations that are tied to Buildings on the Transferred Property (the “**Transferred Obligations**”). Assignor retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other portions of the Project Site owned by Assignor.

a. The Transferred Obligations shall include only the following to the extent attributable to the Transferred Property:

b. The Transferred Rights shall include the following to the extent applicable to the Transferred Property:

[vested rights (if any)]

3. Assumption of Development Agreement. Assignee hereby assumes, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Transferred Property, including its associated Community Benefits, and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement with respect to the Transferred Property, and to be subject to all the terms and conditions thereof with respect to the Transferred Property. The parties intend that, upon the execution of this Assignment and conveyance of the Transferred Property to Assignee, Assignee shall become the “Developer” under the Development Agreement with respect to the Transferred Property.

4. Reaffirmation of Indemnifications. Assignee hereby consents to and expressly reaffirms any and all indemnifications of the City and SFHA set forth in the Development Agreement, including without limitation Section 6.13 and Section 15.20.2 of the Development Agreement.

5. Assignee's Covenants. Assignee hereby covenants and agrees that: (a) Assignee shall not challenge the enforceability of any provision or requirement of the Development Agreement, including Costa-Hawkins Act provisions and waivers as applicable; (b) Assignee shall not sue the City in connection with any and all disputes between Assignor and Assignee arising from this Assignment or the Development Agreement, including any failure to complete all or any part of the Project by any party; and (c) Assignee shall indemnify the City and its officers, agents and employees from, and if requested, shall defend them against any and all Losses resulting directly or indirectly from any dispute between Assignor and Assignee arising from this Assignment or the Development Agreement or from any failure to complete all or and part of the Project by any party, and for any harm resulting from the City's refusal to issue further permits or approvals to a defaulting party under the terms of the Development Agreement.

6. Restored Obligations. Assignor and Assignee hereby acknowledge and expressly consent to the Restored Obligations requirements set forth in Section 13.1 of the Development Agreement.

[Restored Obligations do not apply to Market Rate parcels; add provision regarding transfer of existing bonds or security, or Assignee's provision of new bonds or security to replace the bonds or security provided by Developer or a predecessor transferee]

7. Binding on Successors. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

8. Notices. The notice address for Assignee under Section 15.11 of the Development Agreement shall be:

To Assignee: _____

Attn: _____

To Assignor: _____

Attn: _____

With a copy to: *[City Attorney's Office, MOHCD, SFHA, Planning Department]*

Attn: _____

9. Counterparts. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

10. Governing Law. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

[insert signature block]

ASSIGNEE:

[insert signature block]

EXHIBIT T
RESERVED

EXHIBIT U

SUBORDINATION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

(Space above this line reserved for Recorder's
use only)

CONSENT AND SUBORDINATION AGREEMENT

THIS CONSENT AND SUBORDINATION AGREEMENT RESULTS IN THE LIEN OF A DEED OF TRUST AND RELATED DOCUMENTS ON PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME LATER INSTRUMENTS AND AGREEMENTS AS EXPRESSLY SET FORTH HEREIN.

THIS CONSENT AND SUBORDINATION AGREEMENT, dated as of _____, 201_ (this "**Agreement**"), is by and between _____, AS TRUSTEE, FOR THE HOLDERS OF THE NOTES DESCRIBED ON EXHIBIT A (or such substitute Holders of the Notes from time to time) (collectively, together with its successors and assigns, the "**Lender**"), BRIDGE-POTRERO COMMUNITY ASSOCIATES LLC ("**Developer**"), the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision and municipal corporation of the State of California ("**City**"), and the HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO, a public body, corporate and politic ("**SFHA**").

RECITALS

A. [DESCRIBE RELEVANT PARCEL(S), INCLUDING APPLICABLE PARTY/IES OWNERSHIP/LEASEHOLD INTEREST], as more particularly described in Exhibit A attached hereto (the "**Property**").

B. Lender made a loan (the "**Loan**") to Developer in the principal face amount of _____ (\$ _____), which is secured by a Deed of Trust dated _____, executed by Developer in favor of _____, as Trustee, for the benefit of Lender and recorded on _____, in the Official Records of San Francisco County, California (the "**Official**

Records") as Document No. _____ (the "**Deed of Trust**"). The Deed of Trust, together with all documents and instruments executed by Developer and delivered to Lender at its request in connection with the Loan, including all amendments, modifications, renewals, supplements, replacements, future advances and extensions of any or all of such documents, and all rights and privileges of Lender or its successors thereunder, are referred to collectively as the "**Loan Documents**".

C. City, SFHA, and Developer, entered into a Development Agreement, dated as of _____, 201_, for reference purpose, affecting the Property (the "**Development Agreement**"). The Development Agreement was recorded in the Official Records on _____ as Document No. _____. The Parties to this Agreement recognize the mutual benefit of the Development Agreement to Developer, Lender and City, and wish to ensure that the Development Agreement will remain in effect and run with the land, encumbering the Property for the benefit and burden of all future owners of the Property and the City, that it be and remain superior to the Loan Documents, and that any action by Lender under the Loan Documents, including but not limited to any foreclosure, will not adversely affect or terminate the Development Agreement.

D. The Development Agreement is conditioned upon the consent and subordination as set forth in this Agreement, and the City, SFHA and Developer would not be willing to enter into the Development Agreement without this Agreement.

AGREEMENT

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

1. Consent. Lender hereby consents to the Development Agreement, and all of the terms and conditions of the Development Agreement. Lender shall have the benefit of all of the mortgagee protection provisions set forth in Article 11 [Financing; Rights of Mortgagees] and any other provisions benefitting a mortgagee of the Development Agreement.

2. Subordination; Reliance. The encumbrance of the Development Agreement, as it may be amended from time to time pursuant to the terms of this Agreement, together with the encumbrance of any assignment and assumption agreement, recorded restrictions, or other instruments or agreements recorded against the Property pursuant to the terms of the Development Agreement (collectively, the "**Development Agreement Documents**"), are and shall at all times be prior and superior to the lien of the Loan Documents, and the Loan Documents are and shall at all times be subject and subordinate to the encumbrance of the Development Agreement Documents. Lender intentionally subordinates the lien of Loan Documents in favor of the Development Agreement Documents, and understands that in reliance upon and in consideration of this Agreement, SFHA, City and Developer are entering into the Development Agreement and would not enter into the Development Agreement without this Agreement.

3. Nondisturbance. During the term of the Development Agreement, Lender agrees: (a) except as may be required by applicable law, City shall not be named or joined in any foreclosure, trustee's sale or other proceeding to enforce the Loan Documents; (b) enforcement of the Loan Documents shall not terminate the Development Agreement, or disturb or interfere with City's rights or obligations under the Development Agreement; and (c) the rights of City under the Development Agreement shall not be adversely affected or disturbed in any manner by any foreclosure, trustee's sale or other proceeding instituted or action taken under or in connection with the Loan Documents, or if Lender takes possession of the Property pursuant to

any provision of the Deed of Trust or otherwise except as expressly provided herein or in the Development Agreement. The City agrees not to interfere in any manner with the Lender's exercise of its rights and remedies.

4. Assumption of Development Agreement. If during the term of the Development Agreement, any interest of Developer shall be transferred by reason of any foreclosure, trustee's sale or other proceeding for enforcement of the Loan Documents, such successor shall, to receive Developer's rights and benefits under the Development Agreement, enter into an Assignment and Assumption Agreement in accordance with and as required by the terms of the Development Agreement, provided the form of the Assignment and Assumption Agreement may be modified to eliminate the execution by the foreclosed-upon Developer and other changes agreed to by the City and such successor instead and shall include all of the same requirements and provisions in a written assumption agreement between the successor and City in a form approved by City (each, an "**Assumption Agreement**"). It is the intent of the parties that the City have and maintain direct contractual privity with Developer, and any successor Transferee or Developer, under the Development Agreement, as further described in the Development Agreement. Accordingly, to receive rights and benefits under the Development Agreement, each successor Developer of some or all of the Property must enter into an Assignment and Assumption Agreement or an Assumption Agreement as set forth above, which is subject to the City's consent in accordance with Article 13 of the Development Agreement. If a successor Developer fails to enter into an Assignment and Assumption Agreement as set forth in the Development Agreement (or the modified Assumption Agreement as set forth above), then City shall have the remedies as set forth in Article 12 of the Development Agreement, provided that (i) City shall not have the right to terminate the Development Agreement against Lender by virtue of Lender's failure to enter into an Assumption Agreement for a period of up to 18 months following Lender's acquisition of the Property, recognizing that the Lender may be a short-term owner of the Property and will likely seek to transfer the Property to another developer within such 18 month period, (ii) Lender shall have no right to construct improvements or receive the other rights or benefits afforded to Developer under the Development Agreement (other than as set forth in Section 11.2 of the Development Agreement) without first entering into an Assumption Agreement with City, and (iii) if Lender wishes to perform construction or receive other rights and benefits of Developer under the Development Agreement, then Lender shall enter into an Assumption Agreement as set forth above.

5. Lender Not Liable for Acts of Developer. Lender, who is acting only as a lender to Developer, shall not be liable for, among other things, breaches by Developer under the Development Agreement or claims that City may have against Developer under the Development Agreement that occur or arise before the date that Lender acquires ownership of the Property by foreclosure or otherwise. However, nothing in this Agreement is intended to or shall be deemed to affect (1) City's rights and remedies against any Developer under the Development Agreement for any act, omission or breach of the Development Agreement by such Developer, or (2) City's right, if any, to terminate the Development Agreement based upon a breach of the Development Agreement by any such Developer in accordance with the terms of the Development Agreement, subject to the cure rights and mortgagee protection provisions set forth in Article 11 and Article 12 of the Development Agreement.

6. Future Amendments. City and Developer agree that they shall not amend Article 11 of the Development Agreement or make any other modifications to the Development Agreement which materially affects the rights of the Lender under the Development Agreement without Lender's prior written consent.

7. Developer Defaults. So long as the Deed of Trust encumbers any and all of the Property, (1) City will send a copy of any notice of default under the Development Agreement to Lender, at the address of Lender specified by Section 9 below, at the same time such notice or

statement is sent to Developer under the Development Agreement, provided the City's failure to do so shall not limit or affect any rights City has against Developer (but, in any event, Lender shall have not less than such time as provided in Section 11.4 of the Development Agreement to cure or commence a cure (as the case may be) from the date of Lender's receipt of the default notice to cure or commence to cure of Developer's default to protect Lender's rights and interests in the Project Site), and (2) Lender will send a copy of any notice of default under the Loan Documents to City, at the address of City specified by Section 9 below, at the same time such notice or statement is sent to Developer under the Loan Documents, provided Lender's failure to do so shall not limit or affect any rights Lender has against Developer.

8. Attorneys Fees. In the event that any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising under this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs, and expenses incurred by the prevailing party. For purposes of this Agreement, reasonable fees of attorneys of City's Office of the City Attorney or Lender's in-house counsel 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 services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

9. 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 or overnight carrier. Notice, whether given by personal delivery, registered mail, or overnight carrier, 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. Any Party to this Agreement may at any time, upon written notice to the other Parties, designate any other person or address in substitution of the person and address to which such notice or communication shall be given. Such notices or communications shall be given at their addresses set forth below:

To Lender:

with a copy to:

To City:

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

with a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102

To Developer:

Dan Adams
Director of Development
BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108
with a copy to:

Rebecca V. Hlebasko
Senior Vice President and General Counsel
BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108

To SFHA:

Housing Authority of the City and County of San Francisco
1815 Egbert Avenue
San Francisco, California 94124
Attn: Acting Executive Director

with a copy to:

Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, California 94612
Attn: Dianne Jackson McLean

10. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California and the Charter of the City and County of San Francisco.

11. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to form one document, which may be recorded.

13. Successors, Assigns. This Agreement shall inure to and bind respective successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: _____
John Rahaim
Director of Planning

By: _____
Heidi J. Gewertz, Deputy City Attorney

By: _____
Olson Lee, Director, Mayor's Office and
Housing and Community Development

Approved and Agreed:

SFHA:

HOUSING AUTHORITY OF THE CITY AND
COUNTY OF SAN FRANCISCO, a public body,
corporate and politic

Approved as to Form and Legality:

By: _____
Barbara T. Smith, Acting Executive
Director

Dianne Jackson McLean, Goldfarb &
Lipman LLP, Special Counsel to SFHA

DEVELOPER:

BRIDGE-POTRERO COMMUNITY
ASSOCIATES LLC, a California limited
liability company

LENDER:

[_____]

By: BRIDGE REGIONAL PARTNERS, INC.,
a California nonprofit public benefit
corporation, its sole member.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[INSERT APPLICABLE NOTARY PAGES]

EXHIBIT V

**SAMPLE OF CITY ACCEPTANCE ORDINANCE FOR DEDICATED
INFRASTRUCTURE IMPROVEMENTS**

FILE NO.

ORDINANCE NO.

[Street Acceptance for _____, and Public Access Easement for _____]

1 **Ordinance accepting an irrevocable offer for a public access easement on**
 2 _____ **and accepting an easement for these purposes; accepting an**
 3 **irrevocable offer for improvements and real property related to _____**
 4 **and accepting a grant deed for these purposes; conditionally accepting an**
 5 **irrevocable offer for sidewalk improvements for _____; declaring such**
 6 **areas to be open public right-of-way and dedicating them for right-of-way and**
 7 **roadway purposes; accepting maintenance and liability for these areas subject to**
 8 **certain limitations; establishing public right-of-way width and sidewalk width for**
 9 **_____ and _____; approving an interdepartmental transfer of property**
 10 **for a portion of _____ and for a portion of _____; approving and**
 11 **making findings, including environmental findings and general plan and priority**
 12 **policy findings; and authorizing official acts in connection with this Ordinance.**

13
 14
 15 NOTE: Additions are *single-underline italics Times New Roman*;
 16 deletions are ~~*strike through italics Times New Roman*~~.
 17 Board amendment additions are double-underlined;
 Board amendment deletions are ~~strikethrough normal~~.

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

19 Section 1. **Findings.**

20 (a) On _____, 2013, _____ made an irrevocable offer of
 21 improvements and real property for right-of-way purposes at _____ ("_____
 22 Offer"), which includes the form of grant deed for the transfer of such street
 23 improvements and real property ("Grant Deed"). On _____, 20____, _____
 24 also made an irrevocable offer of a public access easement over its property for the
 25 _____ ("_____
 Offer"), which includes the form of public sidewalk easement

FILE NO.

ORDINANCE NO.

1 agreement for such easement (“Sidewalk Easement Agreement”). Copies of said
2 Offers are on file with the Clerk of the Board of Supervisors in File No. _____
3 and are incorporated herein by reference.

4 (b) In connection with the _____ Offer, the Department of Public Works
5 (“DPW”) has prepared a A-17 _____ public right-of-way map and a sidewalk width
6 change map Q-20-_____, and DPW Order No. _____, dated _____,
7 2016. The Director of DPW determined and City Engineer certified that the
8 improvements have been constructed in accordance with all City codes, regulations,
9 and standards, and that they are ready for their intended use. Consequently, the
10 Director of DPW recommends that the Board: 1) accept the _____ Offer, including
11 the Grant Deed; 2) declare this area as open public right-of-way; 3) dedicate this area
12 for right-of-way and roadway purposes; and 4) accept maintenance and liability
13 responsibility for the improvements, subject to certain limitations. The DPW Order also
14 addresses other related elements of public infrastructure in this area as further
15 described in Subsections (c) and (d) below. Copies of the DPW Order, public right-of-
16 way map, and the _____ sidewalk width change map are on file with the Clerk of the
17 Board of Supervisors File No. _____ and are incorporated herein by
18 reference.

19 (c) The actions contemplated in this Ordinance were addressed in the
20 Environmental Impact Report for _____ (State Clearinghouse No.
21 _____) (“EIR”), which was affirmed by the Board of Supervisors in its actions
22 related to _____ in Ordinance Numbers _____, copies of which are on
23 file with the Clerk of the Board of Supervisors File Nos. _____, respectively, and
24 are incorporated herein by reference. As part of the Board of Supervisors action on the
25 _____, it adopted, in Ordinance No. _____, environmental findings and a
mitigation monitoring and reporting program as required by the California Environmental

FILE NO.

ORDINANCE NO.

1 Quality Act (Public Resources Code Section 21000 et seq.). These findings, which
2 include a rejection of alternatives and a statement of overriding benefits, and the
3 mitigation program are on file with the Clerk of the Board of Supervisors in File No.
4 _____ and are incorporated herein by reference.

5 (d) The Board of Supervisors has reviewed and considered the EIR, the
6 environmental findings, and all other environmental documents on file with the Clerk
7 and referred to above.

8 Based on this review, the Board of Supervisors finds that no substantial changes have
9 occurred in relation to the actions proposed for approval under this Ordinance (the
10 “Project”) that will require revisions in the EIR due to the involvement of new significant
11 environmental effects or a substantial increase in the severity of previously identified
12 significant effects. The Board of Supervisors also finds that no substantial changes
13 have occurred with respect to the circumstances under which the Project is undertaken
14 which will require major revisions to the EIR due to the involvement of new
15 environmental effects or a substantial increase in the severity of effects identified in the
16 EIR and no new information of substantial importance to the actions as proposed for
17 approval in the Ordinance has become available which indicates that (1) the Project will
18 have significant effects not discussed in the EIR, (2) significant environmental effects
19 will be substantially more severe, (3) mitigation measure or alternatives found not
20 feasible which would reduce one or more significant effects have become feasible or (4)
21 mitigation measures or alternatives which are considerably different from those in the
22 EIR would substantially reduce one or more significant effects on the environment.

23 **Section 2. Adoptions and Approvals.**

24 (a) The Board of Supervisors has reviewed and approves DPW Order No.
25 _____, dated _____, 20__, which includes the City Engineer’s
certification and Director’s recommendation concerning the acceptance of the Offers

FILE NO.

ORDINANCE NO.

1 dated _____, 20__; acceptance of the _____ public access
2 easement and improvements and real property for the _____ public right-of-way for
3 roadway purposes and for City maintenance and liability responsibilities; and other
4 related actions.

5 (b) On _____, the Planning Commission in Motion No.
6 _____, found that the _____ development project on _____ and related
7 infrastructure, including _____, were, on balance, consistent with the General
8 Plan and the eight priority policies on Planning Code Section 101.1. Said Motion and
9 Resolution are on file with the Clerk with the Clerk of the Board of Supervisors in File
10 Nos. _____ and _____, respectively, and are incorporated herein by
11 reference. For purposes of the actions contemplated in this Ordinance, the Board
12 adopts the Planning Commission findings as its own for the reasons set forth in the
13 Commission Resolutions.

14 **Section 3. Acceptance of Improvements and Real Property and Assumption**
15 **of Maintenance Responsibilities for _____, Including Establishment of Grade**
16 **and Street Width; Acceptance of _____ Public Access Easement.**

17 (a) The Board of Supervisors accepts the _____ Offer for improvements
18 and real property for right-of-way and roadway purposes, including the acceptance of
19 the Grant Deed. The Board of Supervisors also accepts the _____ Offer for a
20 public access easement, including the Sidewalk Easement Agreement. The Board of
21 Supervisors hereby delegates authority to the Director of Property to accept the Grant
22 Deed for a portion of _____ and to execute the Sidewalk Easement Agreement,
23 and to enter into any amendments or modifications to the Sidewalk Easement
24 Agreement (including without limitation, the exhibits) that the Director of Property
25 determines, in consultation with the City Attorney and the Director of DPW, are in the
best interest of the City, do not materially increase the obligations or liabilities of the

FILE NO.

ORDINANCE NO.

1 City, are necessary or advisable to effectuate the purposes of the Sidewalk Easement
2 Agreement or this Ordinance, and are in compliance with all applicable laws, including
3 City's Charter.

4 (b) Pursuant to California Streets and Highways Code Section 1806 and San
5 Francisco Administrative Code Sections 1.51 et seq., the Board of Supervisors hereby
6 dedicates the improvements described in the _____ Offer to public use; names this
7 public right-of-way "_____"; designates such improvements for right-of-way and
8 roadway purposes; and accepts such improvements for City maintenance and liability
9 purposes, subject to the conditions listed in subsection (d).

10 (c) Notwithstanding California Streets and Highways Code Sections 8000 et seq.
11 and San Francisco Administrative Code Sections 1.51 et seq., the Board of Supervisors
12 hereby establishes the street grade for _____ as shown on map A-17-_____
13 The Board also approves said map for purposes of establishing the width of the
14 _____ public right-of-way.

15 (d) The _____ improvements accepted by the Board pursuant to
16 Subsections (a) - (b) are subject to the following: (1) the portions of _____ being
17 accepted for right-of-way and roadway purposes are constructed from back of sidewalk
18 to back of sidewalk, unless specified otherwise, (2) acceptance of the improvements for
19 City maintenance and liability purposes is from back of curb to back of curb, unless
20 specified otherwise, (3) encroachments that are permitted, not permitted, or both are
21 excluded from acceptance, and (4) the acceptance of the street does not obviate,
22 amend, alter, or in any way affect existing maintenance agreements between the City
23 and parties to such agreements.

24 Section 4. **Establishing Sidewalk Width Change on a Portion of _____**
25 **and a Portion of _____.**

FILE NO.

ORDINANCE NO.

(a) _____ Sidewalk. In accordance with DPW's Order No. _____,
1 Board of Supervisors Ordinance No. ____, entitled "Regulating the Width of Sidewalks,"
2 a copy of which is in the Clerk of the Board of Supervisors Book of General Ordinances,
3 in effect May 11, 1910, is hereby amended by adding thereto a new section to read as
4 follows:

5 _____ Section 16XX. The official sidewalk width on _____ shall be as shown on
6 Department of Public Works drawing Q-20-_____, a copy of which is on file with the Clerk of
7 the Board of Supervisors in File No._____.

8 (b) (1) Future _____ Sidewalk. In accordance with DPW's Order No.
9 _____, Board of Supervisors Ordinance No. 1061, entitled "Regulating the Width
10 of Sidewalks," a copy of which is in the Clerk of the Board of Supervisors Book of
11 General Ordinances, in effect May 11, 1910, is hereby amended by adding thereto a
12 new section to read as follows:

13 _____ Section 16XX. The official sidewalk width on _____ shall be as shown on
14 Department of Public Works drawing Q-20-_____, a copy of which is on file with the Clerk of
15 the Board of Supervisors in File No._____.

16 (2) Because the Developer will construct the _____ Sidewalk as part of
17 its development of the Project, the Board of Supervisors hereby delegates to the
18 Director of DPW the authority to accept an offer for the improvements when the Future
19 _____ Sidewalk is constructed in accordance with DPW Order No.
20 _____, a copy of which is on file with the Clerk of the Board of Supervisors
21 File No. _____ and is incorporated herein by reference, and all City codes,
22 regulations, and standards, and is ready for its intended purposes as certified by the
23 City Engineer. In accordance with _____, the Housing Developer will be responsible to
24 maintain the subject sidewalk in accordance with the requirements of the Public Works
25 Code.

FILE NO.

ORDINANCE NO.

Section 5. **Interdepartmental Transfer of Property for a Portion of _____**

1 _____.

2 Notwithstanding the provisions of Administrative Code Chapter 23, the Board of
3 Supervisors hereby authorizes the interdepartmental transfer of property from ____
4 _____ to DPW for a portion of the new _____ right-of-way and, at the time the
5 Director of DPW accepts an offer for the sidewalk improvements, for a sidewalk on the
6 Future _____ Sidewalk.

7 Section 6. **Authorization for Implementation.**

8 All actions heretofore taken by the officers of the City with respect to such
9 Ordinance are hereby approved, confirmed and ratified, and the Mayor, Clerk of the
10 Board, Director of Property and Director of Public Works are hereby authorized and
11 directed to take any and all actions which they or the City Attorney may deem
12 necessary or advisable in order to effectuate the purpose and intent of this Ordinance,
13 including, but not limited to, recordation of the Grant Deed and Sidewalk Easement
14 Agreement and inclusion of this Ordinance and the accompanying Q-20 and A-17
15 Maps in the Official Records of the City and County of San Francisco for the width of
16 public right-of-way and sidewalks.

17 Section 7. **Effective Date.** This Ordinance shall become effective 30 days after
18 enactment. Enactment occurs when the Mayor signs the Ordinance, the Mayor returns
19 the Ordinance unsigned or does not sign the Ordinance within ten days of receiving it,
20 or the Board of Supervisors overrides the Mayor's veto of the Ordinance.

21

22

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

24

25 By: _____
John D. Malamut

FILE NO.

ORDINANCE NO.

Deputy City Attorney

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EXHIBIT W

MAINTENANCE AND OPERATIONS OF PUBLIC POWER

This Exhibit W outlines terms agreed upon by the Developer, the San Francisco Public Utilities Commission (SFPUC) and other parties as described below regarding the provision of public power for the Project.

Development Matrix of Roles and Responsibilities for Power Utilities

Table 1 outlines the roles and responsibilities of the San Francisco Housing Authority (SFHA), the San Francisco Public Utilities Commission (SFPUC), and the Developer regarding the existing power services at the Potrero Annex and Terrace Project Site and the new power facilities and services for the Potrero HOPE SF Project, as defined in this Agreement. SFHA owns the existing power facilities at the Potrero Annex and Terrace Public Housing sites and contracts with SFPUC for maintenance and operation of those existing facilities. SFPUC will be the power provider for the Potrero HOPE SF Project, which shall be developed and constructed by the Developer. This Table 1 may be modified in the future if SFHA, the Developer, and SFPUC agree to modifications.

Table 1.

Role	SF Housing Authority	Developer	SFPUC
1. Own existing power facilities within Potrero HOPE SF site	SFHA owns		SFPUC owns new power facilities once they are dedicated to the City
2. Maintain existing power facilities in the Project Site areas that are not under construction			SFPUC maintains under maintenance contract with SFHA
3. Temporary power facilities for construction		Developer to design, pay for and construct temporary power facilities that are on site	

Role	SF Housing Authority	Developer	SFPUC
		and required for construction	
4. New power facilities and services:			
a. New facilities and services required to connect PG&E circuit to main switch			SFPUC plans, pays for and constructs distribution connection between the PG&E circuit and the main switch including trenching, backfill, conduit, boxes, switches, conductors or other costs identified by PG&E in System Impact Study and Facilities Agreements.
b. Main switch to serve new development		Developer shall provide the necessary location and any required easement to install main interconnection switchgear in accordance with SFPUC's design and specifications. If switchgear is to be located in a public right-of-way, Developer is responsible for obtaining City approval and any required permits or agreements for use of the right-of-	SFPUC is responsible for engineering, permitting, installation and construction of main interconnection switchgear. If switchgear is to be located in a public right-of-way, SFPUC will collaborate with Developer, as needed, on the design of the switchgear location and in conversations with DPW or other City agencies about permit, construction,

Role	SF Housing Authority	Developer	SFPUC
		<p>way.</p> <p>If switchgear is to be located in a room in a building, the room shall be constructed, owned, and maintained by Developer and shall meet SFPUC's specifications for such things as access, ventilation, drainage, grounding system, etc. Developer shall provide the necessary easement for SFPUC to access, install, operate and maintain electric equipment.</p>	<p>and access.</p>
<p>c. Joint Trench (In Franchise Area)</p>		<p>In accordance with SFPUC design, specifications and requirements, Developer is responsible for all necessary trenching, backfilling and other digging as required throughout the property and shall furnish and install all substructures and conduit. See 4f and 4g for cost responsibility.</p>	<p>SFPUC (as well as other utilities occupying the joint trench) reimburse Developer for its applicable share of the joint trench costs. See 4f and 4g for cost responsibility.</p>

Role	SF Housing Authority	Developer	SFPUC
d. Installation of Distribution Line Extension		Developer may elect to install any portion of the new Distribution Line Extension normally installed by SFPUC, in accordance with SFPUC's design and specifications. See 4f and 4g for cost responsibility.	SFPUC is responsible for furnishing and installing cabling, switches, transformers, and other distribution facilities required to complete the Distribution Line Extension. See 4f and 4g for cost responsibility.
e. Installation of the Service Extensions to each building or open space parcel		In accordance with SFPUC's design, specifications and requirements, Developer is responsible to: provide a clear route, perform all necessary trenching, excavation and backfilling, and furnish and install all conduits and substructures necessary to extend service to Developer's Premises. Developer shall provide space on Developer's Premises at a location approved by SFPUC for its installation of a standard transformer and any necessary equipment. Developer may elect to install any portion of the Service	SFPUC is responsible to install service conductors to supply permanent service from the Distribution Line source to the Service Delivery Point. SFPUC is responsible to install all transformers including any switches, capacitors, electrical protective equipment, etc., necessary to supply permanent service. SFPUC will be responsible for all necessary metering equipment. See 4f and 4g for cost responsibility.

Role	SF Housing Authority	Developer	SFPUC
		<p>Extension normally installed by SFPUC, in accordance with SFPUC's design and specifications.</p> <p>Applicable refundable costs will be reimbursed by SFPUC. See 4f and 4g for cost responsibility.</p>	
<p>f. Cost Responsibility: Refundable Costs</p>		<p>A portion of SFPUC's Distribution Line Extension and Service Extension Costs shall be considered Refundable to the Developer provided there are sufficient Allowances. More specifically, refundable costs include substructures installed in the Franchise Area and all cabling, switches, transformers</p>	
<p>g. Allowances</p>			<p>SFPUC shall grant Allowances from permanent, bonafide loads to be served. The Allowance for permanent Residential Service shall be the amount established by SFPUC at the time, based on a revenue-supported methodology, taking into account SFPUC</p>

Role	SF Housing Authority	Developer	SFPUC
			billing rates, so that overall line extension costs are competitive with what PG&Es line extension costs would have been.
h. Service to Block X			PGE will install electrical service for Block X.
5. Relocation or demolition of existing power facilities in Project Site as required for the new development	Coordinate with Developer and SFPUC as needed	Developer is responsible for developing and implementing plans to relocate and/or demolish existing power facilities, and to maintain existing power service to Potrero while new infrastructure is constructed. Developer generally responsible for costs and delays associated with relocation and demolition, including interruption of service and for notification of tenants (if SFHA permission is granted) of any interruption of service. Developer to contract with SFPUC for demolition and/or relocation/ configuration of power distribution facilities	SFPUC shall be responsible to ensure that the transition from existing conditions to temporary distribution is correctly made. Coordinate with SFHA and Developer as needed, under contract to Developer, to demolish power facilities as required to accommodate new development per City-approved plans, reconfigure and/or relocate existing power facilities, and ensure continued service to existing buildings.

EXHIBIT X

MAINTENANCE AND OPERATIONS OF ROADWAY ELEMENTS

In order to install the streets and related infrastructure as outlined in the Master Infrastructure Plan attached to this Agreement as Exhibit P, it is necessary to install a number of engineered retaining walls in the Project to support the new public rights-of-way and/or new open space. Attachment 1 to this Exhibit includes detailed information about the planned retaining wall elements.

The Developer and the San Francisco Department of Public Works (“DPW”) agree to the following terms in order to guide the location and construction of these infrastructure improvements, and if certain conditions are met, allow for the dedication of, and acceptance by, the City as Public Infrastructure Improvements with City responsibility for ownership and maintenance.

1. The Developer will design all retaining walls according to City standards and solicit and receive all required approvals, including Street Improvement Plan approval of any structures in the public right-of-way and any authorizations from adjacent private property owners as may be necessary to construct retaining structures and to permit maintenance and repair of the retaining structures.
2. In cases where retaining walls are required to support a newly constructed, realigned, or regraded public right-of-way, it is appropriate, and the intention of the Parties, that the retaining walls be dedicated to the City upon completion of the wall and as part of the City’s acceptance of the Public Infrastructure Improvements in that Development Phase.
3. Where retaining walls or other earth-retaining structures are required adjacent to San Francisco Recreation and Park (RPD) land (i.e. the Potrero Rec Center) and necessary for the realignment of Missouri Street and 23rd Street, the Developer shall design and construct the retaining structures to City standards, including any required fencing, and consult with RPD on the design as necessary. As above, it is the intention of the Parties that these retaining structures be dedicated to the City because they are required to support an existing City-owned asset. The Developer anticipates that as part of the creation of a temporary and final map and determination of the location of the Missouri Street public right-of-way, there may be new and excess land created between the Potrero Rec Center and the public right-of-way. In this event, the Developer shall create a parcel between the public right-of-way and the Potrero Rec Center for dedication to the City such that it can become functionally part of the Potrero Rec Center.
4. Where a retaining wall is required as part of the regrading of Texas Street and creation of a community garden as a Public Benefit, the Developer shall design and construct the

retaining wall to City standards, including any required fencing, and as above, it is the intention of the Parties that the retaining wall be dedicated to the City. In addition, the Developer shall, as part of the creation of a temporary and final map, determine the location of the Texas Street public right-of-way and create a parcel between the public right-of-way and the edge of the retaining wall for the community garden. Upon completion of preliminary designs for the retaining wall and community garden, the parties will negotiate in good faith the dedication of the community garden parcel to the City, as well as lease-back provisions to the Developer, the Developer's affiliate, or other qualified third-party agency or organization, to provide programming and management of the community garden space.

Attachment 1



August 2, 2016 (updated December 7, 2016)

REBUILD POTRERO | RETAINING WALL MEMO

To implement the proposed street network for the Potrero HOPE SF Master Plan, a number of retaining walls will be needed within the Public right-of-way (R.O.W.) and/or in future parcels that may be owned by other City Agencies.

Retaining walls will be needed in the following locations:

1. 26th Street between Wisconsin and Connecticut Streets
2. 25th Street at the Missouri Street R.O.W. (paper street)
3. Texas Street along 1033, 1045-49, 1051 and 999 Texas Street
4. Texas Street between proposed 24th Street and 23rd Street Stair
5. 23rd Street between Arkansas and Missouri Streets
6. Missouri Street north of 23rd Street.

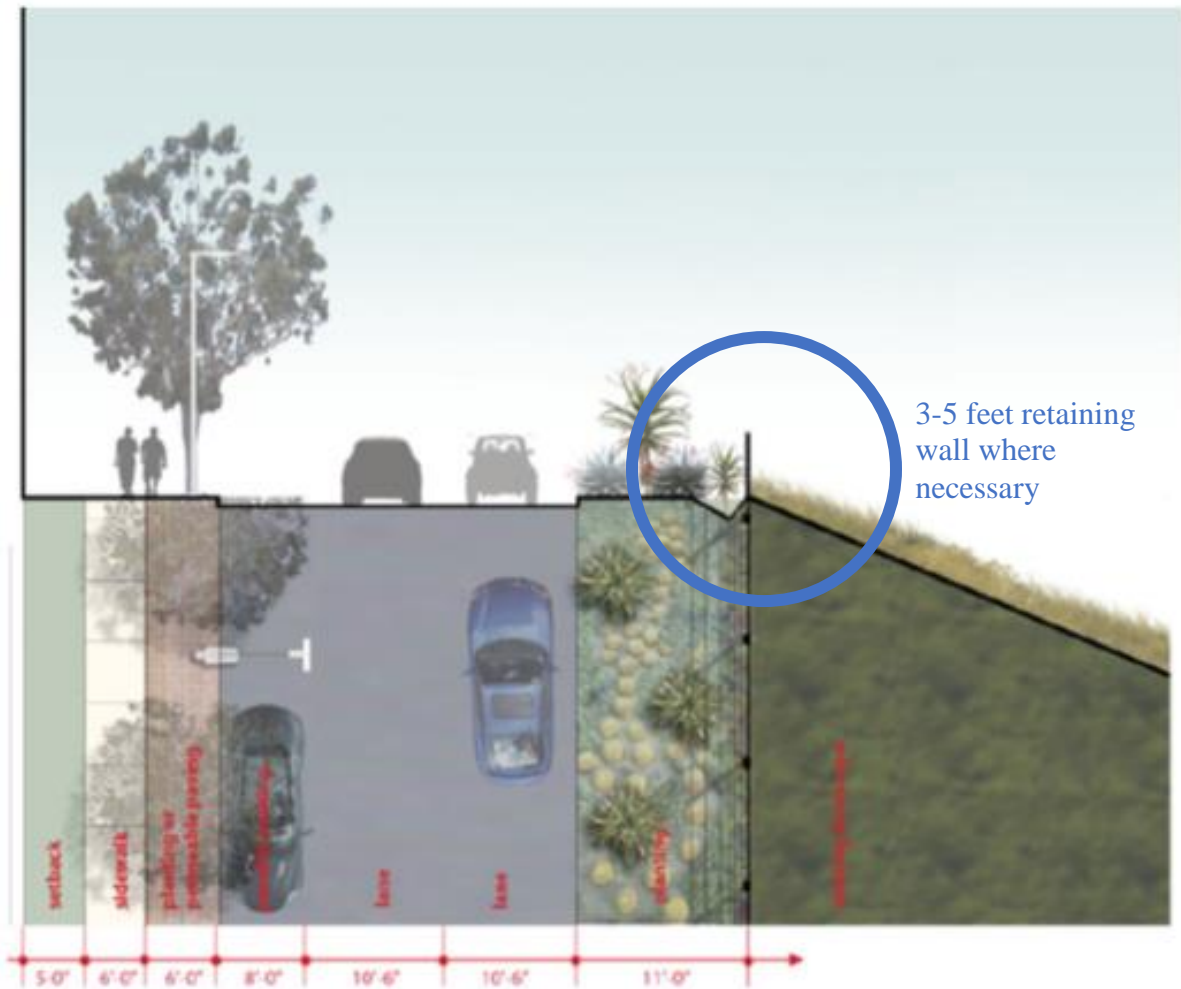
It is the desire of BRIDGE Housing to have the retaining walls to be owned and maintained by the City of San Francisco. BRIDGE Housing will work with the City to ensure that retaining walls are designed and built to meet the standards required by the City in order to take over ownership of the retaining walls.

ARCHITECTURE | URBAN DESIGN ■ SAN FRANCISCO | DENVER

333 Bryant Street, Suite 300, San Francisco, CA 94107 T 415.974.5352 | 1626 Wazee Street, Suite 2A, Denver, CO 80202 T 303.298.1480 www.vmwip.com

1. 26th Street between Wisconsin and Connecticut Streets

Retaining walls will be needed along 26th Street between Wisconsin and Connecticut Streets to provide a tabled intersection at the Arkansas Street intersection. The curb-to-curb dimension will be reduced in the proposed plan by moving the southern curb north by 11 feet. One or two retaining walls approximately 3 to 5 feet will be needed to the east and west of the Arkansas intersection to meet the existing grade at the southern edge of the 26th Street ROW. Each wall will be approximately 100 to 120 feet in length. A new fence will be added at the southern edge of the ROW with planting between the fence and the new curb.



2. 25th Street at the Missouri Street R.O.W. (paper street)

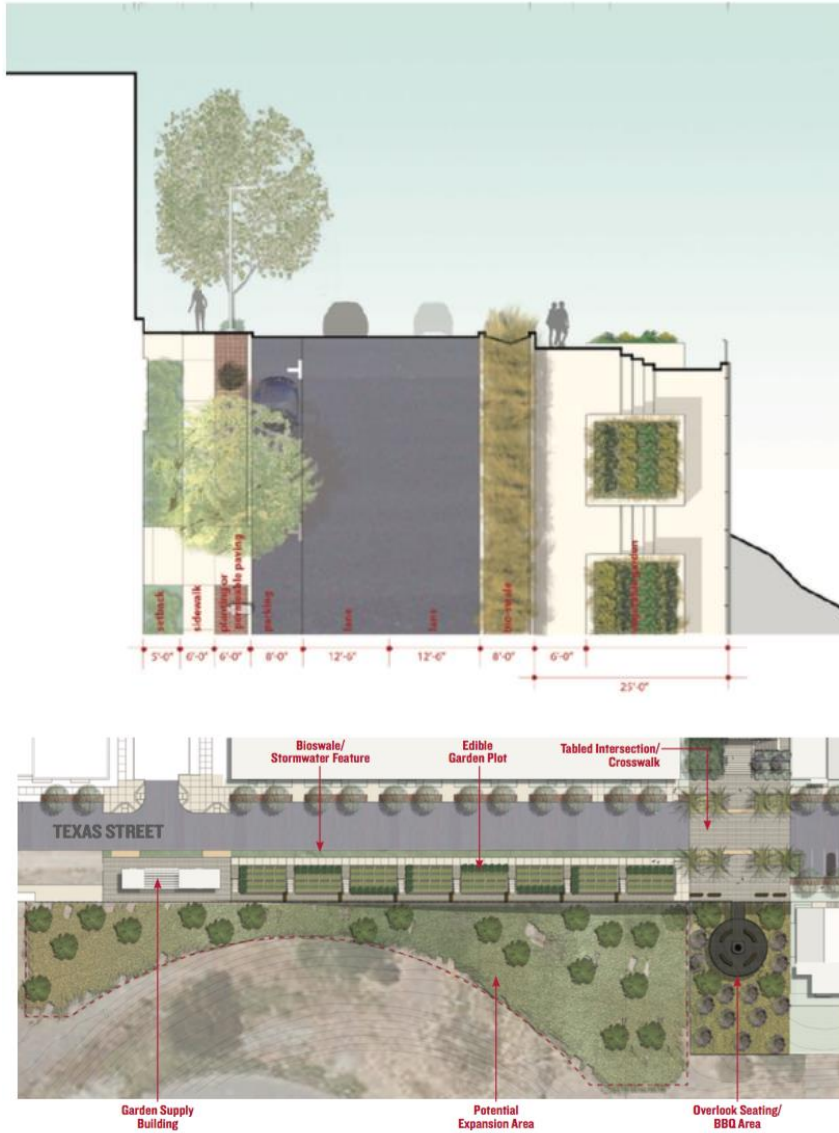
In order to table the new intersection at Missouri Street and 25th Street, a retaining wall will be necessary.

3. Texas Street along 1033, 1045-49, 1051 and 999 Texas Street

The above properties south of the 1000 Mississippi (1001 Texas Street) will need a retaining wall built within the Texas Street ROW to provide access to adjacent properties and future connections to the Potrero HOPE SF project.

4. Texas Street between proposed 24th Street and 23rd Street Stair

The future built alignment of Texas Street along the current Texas Street ROW will require a retaining wall that is approximately 25-30 feet in height at its tallest point. The wall will be located along the eastern edge of the Texas Street ROW. A community garden is included in the proposed design for the eastern edge of Texas Street between the proposed 24th Street and 23rd Street Stair (including the 23rd Street ROW paper Street east of Texas Street ROW). The Community Garden is an integral part of the current and future resident services program. The Community garden will be open to the public and include viewing areas toward the San Francisco Bay to the east. It is BRIDGE's preference that the retaining wall that is needed to build the future Texas Street be owned and maintained by the City and that the area necessary for the Community Garden and the 23rd Street Overlook/BBQ area is leased back to the HOA and/or BRIDGE Housing. While not requiring a retaining wall, a community garden is currently located within the 22nd Street ROW between Arkansas and Missouri Streets.



**5. 23rd Street between Arkansas and Missouri Streets, and
6. Missouri Street north of 23rd Street.**

To implement the proposed street network for the Potrero HOPE SF Master Plan, the alignment of 23rd Street and Missouri Street will be modified. This will result in significant cut into the existing grade and may require new retaining walls above the street in the transition zone between the street and the Potrero Recreation Center parcel. In Figure 1, the potential locations of the retaining walls are identified. On 23rd Street, the walls are located on what is currently public street right of way (R.O.W.). On Missouri Street, the walls are located on what is currently housing authority property. In both cases, BRIDGE is requesting that the walls be owned and managed by the City, and in the case of the Missouri Street adjacent walls, that the underlying land be transferred to the City. Please note that the construction of these streets and potential

retaining walls will not impact current Rec and Park property. Please refer to the Aerial (Figure 10) and the street view images (Figures 6-9) for additional context.

It is unknown at this time if the cut will require retaining or if it will be able to support itself, as is the case with current cuts in the landscape along 23rd Street (Figure 6). In the Design Standards and Guidelines document (Figures 2-3) the BRIDGE team in consultation with the Planning Department has outlined a series of options for the areas of the street that will require cutting back the slope. The design proposes a 5' planting strip adjacent to the curb before a series retaining walls with planting areas in between or cut slope. There are no proposed sidewalks on the Rec and Park side of the streets. In addition to retaining solutions, the appendix of the DSG document outlines potential future connections that could be built into the wall systems at the terminus of the future Connecticut Street to the play fields and at the intersection of 23rd and Missouri streets to the "cuts" hiking trail located on the eastern edge of the park (figures 11-12).

The purpose of this memo is to outline the locations and magnitude of the retaining walls and determine a path of ownership and maintenance for the future walls. Although retaining may not be necessary, at this point we should assume that the final design would include the retaining walls similar to those as outlined in the figures below. As mentioned above, it is BRIDGE's preference that the walls be included on City property, whether it be the street ROW or expanded Rec and Park property. Figures 4 and 5 from the Master Infrastructure Plan locates the "area in question" in street sections and in figure 1 the area includes the space from the curb line to the Rec and Park property. If the property is to be dedicated and maintained by Rec and Park, the future property line could be located at back of curb or located at the back of the plantings strip. Please note there are locations along the two streets where it is not a cut situation and the planting area can be continuous to the current Rec and Park property line.

In addition to the area of retaining, should Rec and Park extend their property, they may want to consider take over of the 22nd Street ROW between Arkansas and Missouri Streets. The current state of the ROW is a well worn path that has been eroded over the years the northern half is used as driveway access to an adjacent residential project. The path is one of the main entrances to the Potrero Rec Center from the east and will see increased pedestrian traffic after the 22nd Street stair is built between Missouri and Texas Streets (project has been approved in 2015) and with the increased density due to Potrero HOPE SF project and other projects in the Dog Patch Neighborhood. Part of this area will be modified due to the new alignment of Missouri Street.

The Below Figures are excerpted from Potrero's Design Standards and Guidelines.

FIGURE 11 – Potential Stair Connection from Connecticut and 23rd Street to Play Fields

Potrero Hope SF | Design Standards and Guidelines



The 23rd and Connecticut Stair completes the connection to Potrero Hill Park



View of proposed stair.



View from Plaza

**A.1 CONNECTICUT STREET/ POTRERO RECREATION CENTER STAIR
(POTENTIAL CONNECTION, OUTSIDE OF REBUILD POTRERO
JURISDICTION)**

Continuing the Connecticut Street stair north across 23rd Street would complete the connection from the Community Center and the Central Park to Potrero Recreation Center. The stair could provide a pedestrian pathway and overlook with planting and seating in the area now occupied by the rocky cut made for the construction of 23rd Street. The stair is envisioned as a more transparent and contemporary interpretation of historic examples that exist in San Francisco. Implementation of the stair requires coordination with and approval by the San Francisco Parks and Recreation Department.



FIGURE 12 – Potential Stair Connection to the “Cuts” hiking path



A.2 POTENTIAL PATH CONNECTION

Connecting the intersection of Missouri and 23rd Streets to the flat “bench” area within the Potrero Rec Center Park could provide a relatively flat connection to Connecticut Street north of 22nd Street.

A.3 POTENTIAL 22ND STREET CONNECTIONS

There is potential to increase connections from the northern border of the site, along the 22nd Street right-of-way to the Potrero Recreation Center to the west and 22nd Street to the east. The connection to Potrero Rec Center will use the 22nd Street right-of-way to formalize connections to Connecticut Street, Arkansas Street, and the Potrero Rec Center. The potential stair connection to the east is located on private property.