

File No. 220760 Committee Item No. 7
Board Item No. 50

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation Committee Date July 11, 2022

Board of Supervisors Meeting Date July 19, 2022

Cmte Board

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
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| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
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| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
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OTHER

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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DRAFT Encroachment Permit and Maintenance Agrmt</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PW Order No. 206749</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PLN Gen Pln Consistency Verification 060622</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PC Motion No. 19409 070915</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>PC Motion No. 19784 111716</u> |
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Completed by: Erica Major Date July 7, 2022

Completed by: Erica Major Date July 14, 2022

1 [Master Major Encroachment Permit - Sunnydale HOPE SF]

2

3 **Resolution granting revocable permission to Sunnydale Infrastructure, LLC, to**
4 **construct and maintain encroachments in the public right-of-way, including but not**
5 **limited to retaining walls, irrigation lines, community gateway and perimeter markers,**
6 **and vehicular directional signs; adopting environmental findings under the California**
7 **Environmental Quality Act; and making findings of consistency with the General Plan,**
8 **and the eight priority policies of Planning Code, Section 101.1.**

9

10 WHEREAS, Pursuant to Public Works Code, Sections 786 et seq., Sunnydale
11 Infrastructure LLC, (hereafter referred to as "Permittee") requested permission to construct and
12 maintain various improvements in the public right-of-way in connection with the phased
13 redevelopment of the property commonly known as Sunnydale HOPE SF Project, as
14 delineated in the City-approved Tentative Map 9537, and as described in greater detail in that
15 certain Development Agreement dated as of March 3, 2017, recorded in the Official Records of
16 the City and County of San Francisco (the "Official Records") on March 3, 2017, as Document
17 No. K416604-00 (the "DA"), and pursuant to that certain Master Developer Agreement dated
18 as of March 3, 2017, and recorded in the Official Records of the Official Records on March 3,
19 2017, as Document No. K416598-00 (the "MDA"); together, the DA and MDA approve and
20 describe the comprehensive redevelopment of the above referenced site, including but not
21 limited to the construction of new public housing, new market rate housing, and new public and
22 private infrastructure to support the redevelopment of the site (the "Project"); and

23 WHEREAS, The improvements include: retaining walls, wall-mounted fencing, irrigation
24 lines, stairwell handrails (interim conditions to connect proposed roadway grades to existing
25 residential buildings), community gateway and perimeter markers, vehicular directional signs,

1 light pole mounted banners, and private storm drains and combined sewer laterals and
2 temporary mains; (collectively referred to as the “Encroachments”); and

3 WHEREAS, The Encroachments associated with the first phase (Phase 1A-1, 1A-2)
4 include a CMU wall and fence on the south side of Harmonia Street, Irrigation line in the
5 Harmonia Street Right-of-way, as described in greater detail in that certain Street Improvement
6 Permit 191E-00564 for Phase 1A-1 and 1A-2; and

7 WHEREAS, The Permittee, has proposed to maintain the Encroachments for the life of
8 the encroachment permit in accordance with and subject to that certain Master Major
9 Encroachment Permit and Maintenance Agreement (Permit No. 22ME-00007) (“Encroachment
10 Permit Agreement”); and

11 WHEREAS, The Encroachments are shown in documents and plans on file in the office
12 of the Clerk of the Board of Supervisors in File No. 220707 and incorporated herein by
13 reference; and

14 WHEREAS, The joint Final Environmental Impact Report/Environmental Impact
15 Statement (“FEIR”) prepared for the Project and certified by the Planning Commission on
16 November 17, 2016, together with the CEQA findings (the “Environmental Findings”) and the
17 Mitigation Measures adopted concurrently therewith and set forth in the Mitigation Monitoring
18 and Reporting Program (“MMRP”), comply with CEQA, the CEQA Guidelines, and Chapter 31
19 of the Administrative Code; the FEIR thoroughly analyzes the Project and Project alternatives,
20 and the Mitigation Measures were designed to mitigate significant impacts to the extent they
21 are susceptible to feasible mitigation; and

22 WHEREAS, On November 17, 2016, the Planning Commission held a public hearing on
23 the Project, duly noticed and conducted under the Development Agreement Statute and
24 Chapter 56; following the public hearing, the Planning Commission adopted the CEQA findings
25 and determined among other things that the FEIR thoroughly analyzes the Project, and the

1 Mitigation Measures are designed to mitigate significant impacts to the extent they are
2 susceptible to a feasible mitigation, and further determined that the Project and this Agreement
3 will, as a whole, and taken in their entirety, continue to be consistent with the objectives,
4 policies, general land uses and programs specified in the General Plan, as amended, and the
5 Planning Principles set forth in Section 101.1 of the Planning Code (together the “General Plan
6 Consistency Findings”); and

7 WHEREAS, The Planning Department determination, Environmental Findings, and
8 General Plan Consistency Findings are on file with the Clerk of the Board of Supervisors in File
9 No. 161164 and incorporated herein by reference; and

10 WHEREAS, In Public Works Order No. 206650, dated June 7, 2022, the Director
11 recommended that the Board of Supervisors approve the subject Encroachment Permit and its
12 Encroachment Permit Agreement (collectively, “Permit”) and determined under Public Works
13 Code, Section 786.7(f)(3) that the public right-of-way occupancy assessment fee Sunrise Way
14 between Hahn Street and Malosi Street; Malosi Street between Sunrise Way and Harmonia
15 Street; and Harmonia Street between Malosi Street and Hahn Street.is waived because the
16 Encroachments are a condition of the DA, a City-approved development agreement for the
17 Project; and

18 WHEREAS, Public Works Order No. 206650, is on file with the Clerk of the Board of
19 Supervisors in File No. 220706 and incorporated herein by reference; and

20 WHEREAS, The Permit for the Encroachments shall not become effective until:

21 (1) The Permittee executes and acknowledges the Permit and delivers said
22 Permit and all required documents and fees to Public Works, and

23 (2) Public Works records the Permit in the County Recorder’s Office
24 ensuring constructive notice of the maintenance of the Encroachments; and

25 WHEREAS, The Permittee, at its sole expense and as is necessary as a result of this

1 permit, shall make the following arrangements:

2 (1) To provide for the support and protection of facilities under the jurisdiction of
3 Public Works, the San Francisco Public Utilities Commission, the San Francisco Fire
4 Department, other City Departments, and public utility companies;

5 (2) To provide access to such facilities to allow said entities to construct,
6 reconstruct, maintain, operate, or repair such facilities as set forth in the Permit;

7 (3) To remove or relocate such facilities if installation of Encroachments requires
8 said removal or relocation and to make all necessary arrangements with the owners of such
9 facilities, including payment for all their costs, should said removal or relocation be required;
10 and

11 (4) The Permittee shall assume all costs for the maintenance and repair of the
12 Encroachments pursuant to the Permit and no cost or obligation of any kind shall accrue to
13 Public Works by reason of this permission granted; and

14 WHEREAS, No structures shall be erected or constructed within the public right-of-way
15 except as specifically permitted herein; now, therefore, be it

16 RESOLVED, The Board adopts the Environmental Findings as its own; and, be it

17 FURTHER RESOLVED, That the Board finds that the Permit is consistent with the
18 General Plan, and the eight priority policies of Planning Code, Section 101.1 for the reasons
19 set forth in the General Plan Consistency Findings; and, be it

20 FURTHER RESOLVED, Pursuant to Public Works Code, Sections 786 et seq., the
21 Board hereby grants revocable, non-exclusive, and non-possessory permission to the
22 Permittee, Sunnydale Infrastructure, LLC, to occupy the public right-of-way for purposes of
23 constructing the Encroachments and to maintain said Encroachments under the terms of the
24 Permit; and, be it

25 FURTHER RESOLVED, The Board accepts the recommendations of the Public Works

1 Order No. 206650 and approves the Permit with respect to the Encroachments; and, be it
2 FURTHER RESOLVED, The Board also authorizes the Director of Public Works to
3 perform and exercise the City’s rights and obligations with respect to the Encroachments under
4 the Permit and to enter into any amendments or modifications to the Permit with respect to the
5 Encroachments; and, be it

6 FURTHER RESOLVED, That such actions may include without limitation, those
7 amendments or modifications that the Director of Public Works, in consultation with the City
8 Attorney, determines are in the best interest of the City, do not materially increase the
9 obligations or liabilities of the City or materially decrease the obligations of the Permittee or its
10 successors, are necessary or advisable to effectuate the purposes of the Permit or this
11 resolution with respect to the Encroachments, and are in compliance with all applicable laws;
12 and, be it

13 FURTHER RESOLVED, The Board, under Public Works Code, Section 786.7,
14 acknowledges waiver of the public right-of-way occupancy assessment fee in accordance with
15 the DA and the Public Works Director’s determination for the Encroachments.

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San Francisco Public Works
General – Director’s Office
49 South Van Ness Ave., Suite 1600
San Francisco, CA 94103
(628) 271-3160 www.SFPublicWorks.org

Public Works Order No: 206749

DIRECTOR’S DECISION FOR MASTER ENCROACHMENT PERMIT NO. 22ME-00007

APPLICANT: Sunnydale Infrastructure, LLC

DESCRIPTION OF REQUEST: To occupy a portion of the public right-of-way to maintain a CMU wall and fence and an irrigation line in the vicinity of Harmonia Street right of way a part of the Sunnydale HOPE Phase 1A-1 and 1A-2 project, and retaining walls, wall-mounted fencing, irrigation lines, stairwell handrails, community gateway & perimeter marker(s), vehicular and pedestrian directional signs and information kiosks, and private storm drain and combined sewer laterals and temporary mains, within the Permit Area as shown in City-approved Tentative Final Map 9537 and subject to future annexation.

LOCATION: Phase 1A-1 and 1A-2 boundaries of Sunnydale HOPE SF and all Lots shown in Tentative Final Map 9537.

BACKGROUND:

1. The applicant filed an application with San Francisco Public Works (SFPW) on June 6, 2022 for a Master Encroachment Permit as part of the development for Sunnydale HOPE SF Phase 1A-1 and 1A-2 and the Permit Area shown in the City-approved Tentative Final Map 9537.
2. The master encroachment permit area is generally defined as the locations of Improvements constructed or to be constructed rights of way shown in the City-approved Tentative Final Map 9537 and subject to areas for which a Notice of Annexation will be recorded.
3. The encroachments comprising the Master Encroachment Permit include the following: retaining walls, wall-mounted fencing, irrigation lines, stairwell handrails, community gateway & perimeter marker(s), vehicular and pedestrian directional signs and information kiosks, and private storm drain and combined sewer laterals and temporary mains.
4. The proposed encroachments are permitted under Street Improvement Permit 19IE-00564 and future annexed areas will have separately issued street improvement permits.
5. The Planning Department, by letter dated June 6, 2022, stated that the encroachments are in conformity with the General Plan.
6. The proposed encroachments identified under this Master Encroachment Permit have either been described in or are consistent with the project described in the Development Agreement for the Sunnydale HOPE SF Project, dated as of March 3, 2017, recorded March 3, 2017, as Document No. 2017K41660400.
7. On June 16, 2022, Public Works provided Notice for Public Hearing to all property owners within a 300-foot radius of the subject encroachments as well as posting said hearing in the permit area and within City Hall.
8. No public comments were received during the notification period.
9. Public Works held a public hearing on the Master Encroachment Permit on June 22, 2022 in accordance with Public Works Code Sections 786 et seq.
10. No members of the public showed up in the hearing and no testimony opposing the application were submitted.

11. On June 24, 2020, the Hearing Officer made a recommendation after hearing or receiving or any comments and reviewing the application, reports, plans, and other documents contained in the Public Works files.

ADDITIONAL FINDINGS:

Public Works Director determines under Public Works Code Section 786.7(f)(3) that the public right-of way occupancy assessment fee for Sunnydale HOPE SF improvements is waived because said Encroachments are a condition of a City-approved development agreement for the Sunnydale HOPE SF Project.

RECOMMENDATION:


APPROVAL of Master Encroachment Permit – 22ME-00007, that will be amended from time to time subject to future recordings of Notices of Annexation, and forward said Encroachment Permit to the Board of Supervisors to authorize Sunnydale Infrastructure, LLC to own, and operate a CMU wall and fence and an irrigation line in the vicinity of Harmonia Street right of way a part of the Sunnydale HOPE Phase 1A-1 and 1A-2 project, and retaining walls, wall-mounted fencing, irrigation lines, stairwell handrails, community gateway & perimeter marker(s), vehicular and pedestrian directional signs and information kiosks, and private storm drain and combined sewer laterals and temporary mains, within the Permit Area as shown in City-approved Tentative Final Map 9537 and subject to future annexation

Further, it is recommended that the Permit shall not be effective until:

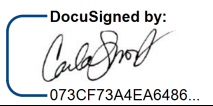
1. The Permittee executes and acknowledges the Permit and delivers said permit and all required documents and fees to Public Works, and
2. Public Works records the Permit ensuring maintenance of the encroachments in the County Recorder’s Office.

X 

Rivera, Patrick 853C76966F59480...
Acting Bureau Manager

X 

Ko, Albert J C0A758C115B741C...
City Engineer

X 

Short, Carla 073CF73A4EA6486...
Interim Director

DIRECTOR'S DECISION FOR MASTER ENCROACHMENT PERMIT NO. 22ME-00007

APPLICANT: Sunnydale Infrastructure, LLC

DESCRIPTION OF REQUEST: To occupy a portion of the public right-of-way to maintain a CMU wall and fence and an irrigation line in the vicinity of Harmonia Street right of way a part of the Sunnydale HOPE Phase 1A-1 and 1A-2 project, and retaining walls, wall-mounted fencing, irrigation lines, stairwell handrails, community gateway & perimeter marker(s), vehicular and pedestrian directional signs and information kiosks, and private storm drain and combined sewer laterals and temporary mains, within the Permit Area as shown in City-approved Tentative Final Map 9537 and subject to future annexation.

LOCATION: Phase 1A-1 and 1A-2 boundaries of Sunnydale HOPE SF and all Lots shown in Tentative Final Map 9537.

BACKGROUND:

1. The applicant filed an application with San Francisco Public Works (SFPW) on June 6, 2022 for a Master Encroachment Permit as part of the development for Sunnydale HOPE SF Phase 1A-1 and 1A-2 and the Permit Area shown in the City-approved Tentative Final Map 9537.
2. The master encroachment permit area is generally defined as the locations of Improvements constructed or to be constructed rights of way shown in the City-approved Tentative Final Map 9537 and subject to areas for which a Notice of Annexation will be recorded.
3. The encroachments comprising the Master Encroachment Permit include the following: retaining walls, wall-mounted fencing, irrigation lines, stairwell handrails, community gateway & perimeter marker(s), vehicular and pedestrian directional signs and information kiosks, and private storm drain and combined sewer laterals and temporary mains.
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5. The Planning Department, by letter dated June 6, 2022, stated that the encroachments are in conformity with the General Plan.
6. The proposed encroachments identified under this Master Encroachment Permit have either been described in or are consistent with the project described in the Development Agreement for the Sunnydale HOPE SF Project, dated as of March 3, 2017, recorded March 3, 2017, as Document No. 2017K41660400.
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8. No public comments were received during the notification period.
9. Public Works held a public hearing on the Master Encroachment Permit on June 22, 2022 in accordance with Public Works Code Sections 786 et seq.
10. No members of the public showed up in the hearing and no testimony opposing the application were submitted.
11. On June 24, 2020, the Hearing Officer made a recommendation after hearing or receiving or any comments and reviewing the application, reports, plans, and other documents contained in the Public Works files.

ADDITIONAL FINDINGS:

Public Works Director determines under Public Works Code Section 786.7(f)(3) that the public right-of-way occupancy assessment fee for Sunnydale HOPE SF improvements is waived because said

Encroachments are a condition of a City-approved development agreement for the Sunnydale HOPE SF Project.

RECOMMENDATION:

APPROVAL of Master Encroachment Permit – 22ME-00007, that will be amended from time to time subject to future recordings of Notices of Annexation, and forward said Encroachment Permit to the Board of Supervisors to authorize Sunnydale Infrastructure, LLC to own, and operate a CMU wall and fence and an irrigation line in the vicinity of Harmonia Street right of way a part of the Sunnydale HOPE Phase 1A-1 and 1A-2 project, and retaining walls, wall-mounted fencing, irrigation lines, stairwell handrails, community gateway & perimeter marker(s), vehicular and pedestrian directional signs and information kiosks, and private storm drain and combined sewer laterals and temporary mains, within the Permit Area as shown in City-approved Tentative Final Map 9537 and subject to future annexation Further, it is recommended that the Permit shall not be effective until:

1. The Permittee executes and acknowledges the Permit and delivers said permit and all required documents and fees to Public Works, and
2. Public Works records the Permit ensuring maintenance of the encroachments in the County Recorder's Office.



GENERAL PLAN CONSISTENCY VERIFICATION

June 6, 2022

Phillip C. Wong
Project Manager, Office of Economic and Workforce Development
City Hall, Room 496,
San Francisco, CA 94102-4605

Project Title: Sunnydale HOPE SF – Phase 1 – Acceptance of Public Improvements and Sidewalk Modifications; Approval of Master Major Encroachment Permit
Assessor's Block/Lot: [Several – see attached Planning Commission Motion]
Design Review Approval No: 2010.0305PRJ
Zoning District: RM-1 / 65-X / Sunnydale HOPE SF SUD
Staff Contact: Mathew Snyder, (628) 652-7460, mathew.snyder@sfgov.org

Dear Mr. Wong:

This letter is to confirm that the acceptance of the right-of-way improvements for the Sunnydale HOPE SF Phase 1A1 and 1A2 improvements as shown in Street Improvement Plans dated 5/17/19 and approved by Public Works Street Use and Mapping 7/15/19 under Permit No. 19/E-00514 are generally consistent with the General Plan and Planning Code Section 101.1. The Master Encroachment Permit is similarly generally consistent with the General Plan and Planning Code Section 101.1.

The Sunnydale HOPE SF Project received its master approval in the spring of 2017 including the Planning Commission's adoption of master General Plan and Planning Section 101.1 consistency findings under Planning Commission Motion 19785.

Staff has reviewed the Plans for which the subject Board of Supervisors is scheduled to accept and found them consistent with the Master Approvals. Therefore, the action before the Board of Supervisors can count on the General Plan and Planning Code Section 101.1 Consistency Findings of Motion 19785 for the subject action.

Please don't hesitate to call with any questions.

Sincerely,

Mat Snyder
Senior Planner

Attachment
Planning Commission Motion No. 19785



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 19785

SUNNYDALE GENERAL PLAN FINDINGS

HEARING DATE: NOVEMBER 17, 2016

Case No.: 2010.0305 E GPA PCT PCM DEV GEN SHD
Project Address: **Sunnydale Hope SF Master Plan Project**
Zoning: RM-1 (Residential – Mixed, Moderate Density)
40-X Height and Bulk Districts
Block/Lot: Assessor's Block/Lots: 6356/ 061, 062, 063 ,064, 065, 066, 067 and 068; 6310/
001; 6311/001; 6312/ 001; 6313/001; 6314/ 001; 6315/001
Project Sponsor: Mercy Housing and Related California
1360 Mission Street, #300
San Francisco, CA 94103
Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

ADOPTING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN OF THE CITY AND COUNTY OF SAN FRANCISCO AND WITH SECTION 101.1 OF THE CITY PLANNING CODE FOR THE SUNNYDALE HOPE SF MASTER PLAN PROJECT.

Preamble

San Francisco Charter Section 4.105 and Administrative Code Section 2A.53 of the Administrative Code requires General Plan referrals to the Planning Commission for certain matters so that the Commission may determine if such actions are in conformity with the General Plan and Section 101.1 of the Planning Code. Actions, including but not limited to legislative actions, subdivisions, right-of-way dedications and vacations, and the purchasing of property are required to be in conformity with the General Plan and Planning Code Section 101.1.

In 2008, Mercy Housing, ("Project Sponsor") was selected by the Mayor's Office of Housing and Community Development (hereinafter "MOHCD") (then, the Mayor's Office of Housing) and the San Francisco Housing Authority to work with the local Sunnydale and Velasco and surrounding Visitacion Valley communities to create a Master Plan for the complete redevelopment of the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure ("The Sunnydale HOPE SF Master Plan Project" or "Project"). As a part of the HOPE SF selection process, the Project Sponsor was also selected to act as the Master Developer for the Project.

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. 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 investment in education, economic mobility, health and safety.

The Sunnydale HOPE SF Master Plan Project ("The Project") is a 50-acre site located in the Visitacion Valley neighborhood and is generally bounded by McLaren Park to the north, Crocker Amazon Park to the west, Hahn Street to the East and Velasco to the south. The San Francisco Housing Authority currently owns and operates 775 units on approximately 50 acres (including streets) site. The site currently consists of 775 affordable units and is owned and operated by the San Francisco Housing Authority.

As the selected Master Developer, the Project Sponsor applied to the Planning Department to enter a Development Agreement with the City under Administrative Code Chapter 56. The Project Sponsor also submitted an application for environmental review. On December 12, 2012, the Department issued a Notice of Preparation of an Environmental Impact Report ("NOP") for the Project. On December 19, 2014, the Department published the Draft Environmental Impact Report / Draft Environmental Impact Statement ("DEIR/DEIS") for the Project and provided public notice in a newspaper of general circulation of the availability of the DEIR/DEIS for public review and comment. The DEIR/DEIS was available for public comment from December 12, 2014 through February 17, 2015. The Planning Commission held a public hearing on January 22, 2015 on the DEIR/DEIS at a regularly scheduled meeting to solicit public comment regarding the DEIR/DEIS.

The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the public review period for the DEIR/DEIS, prepared revisions to the text of the DEIR/DEIS in response to comments received or based on additional information that became available during the public review period. This material was presented in a Response to Comments document, published on June 24, 2015, distributed to the Planning Commission and all parties who commented on the DEIR/DEIS, and made available to others upon request at the Department.

A Final Environmental Impact Report / Final Environmental Impact Statement ("FEIR/FEIS" or "Final EIR/EIS") was prepared by the Department, consisting of the Draft EIR/EIS and the Response to Comments document.

On July 9, 2015, the Planning Commission reviewed and considered the Final EIR/EIS and found that the contents of the report and the procedures through which the Final EIR/EIS was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.) ("CEQA"), 14 California Code of Regulations sections 15000 et seq. ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Commission found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2010.0305E, at 1650 Mission Street, Fourth Floor, San Francisco, California.

Department staff prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project and these materials were made available to the public and this Commission for this Commission's review, consideration and action.

On September 15, 2016, the Planning Commission adopted Resolution No. 19738 initiating General Plan amendments to further the Project. The initiated amendments would (1) amend Map 4 of the Urban Design Element, "Urban Design Guidelines for the Heights of Buildings", by designating the Sunnydale site within the 40-88 height designation area; and (2) amend Map 03 of the Recreation and Open Space Element, "Existing and Proposed Parks and Open Space", providing indications of the new parks within the site on the map.

On October 24, 2016, the Board of Supervisors initiated Planning Code Text and Map amendments that would create the Sunnydale HOPE SF Special Use District ("SUD") and provisions regarding it. The Map amendments would map the subject site within the SUD and within a 40/65-X Height and Bulk District.

By this action, the Planning Commission adopts General Plan Consistency findings, including a finding that the Project, as identified in the Final EIR, is consistent with Planning Code Section 101.1.

Other than those actions described above, several actions will be required for the project over its multi-year buildout. These actions include but are not limited to approval of subdivisions, right-of-way dedications and vacations.

The Planning Commission wishes to facilitate the physical, environmental, social and economic revitalization of Project site, using the legal tools available through the Planning and Administrative Codes, while creating jobs, housing and open space in a safe, pleasant, attractive and livable mixed use neighborhood that is linked rationally to adjacent neighborhoods. The Commission wishes to enable implementing actions.

The Sunnydale HOPE SF Master Plan Project provides for a type of development, intensity of development and location of development that is consistent with the overall goals and objectives and policies of the General Plan as well as the Eight Priority Policies of Section 101.1, as expressed in the findings contained in Attachment A to this Motion.

Attachment A

To Planning Commission Motion No.

Case No. 2010.0305 E GPA PCT PCM DEV GEN SHD

The Sunnydale HOPE SF Master Plan Project General Plan Findings

and

Planning Code Section 101.1 Findings

The following constitute findings that the Sunnydale HOPE SF Master Plan Project (Project) and approval actions thereto are, on balance, consistent with the General Plan and Planning Code Section 101.1. The SUNNYDALE Master Plan Project is described within the Final EIR, Certified by the Planning Commission on July 9, 2015, with Planning Commission Motion No. 19409.

Approval actions that will be required to implement the Project include, but are not limited to: (1) Adoption of General Plan, Planning Code Text, and Map Amendments that would establish a Sunnydale HOPE SF Special Use District and associated Design Standards and Guidelines Document, and would increase heights in some locations; (2) Approval of a Development Agreement between the City of County of San Francisco, the Master Developer, and the San Francisco Housing Authority; (3) shadow impact findings; and (4) various mapping, street vacation and street dedication actions; and (5) the purchase of the site at Sunnydale and Hahn for the development of affordable housing.

HOUSING ELEMENT

The principle objectives of the Housing Element are to provide new housing; retain the existing supply; enhance physical conditions and safety without jeopardizing use or affordability; support affordable housing production by increasing site availability and capacity; increase the effectiveness and efficiency of the affordable housing production system; protect the affordability of existing housing; expand financial resources for permanently affordable housing; ensure equal access; avoid or mitigate hardships imposed by displacement; reduce homelessness and the risk of homelessness in coordination with relevant agencies and providers; pursue place making and neighborhood building principles in increasing the supply of housing; and strengthen citywide affordable housing programs through coordinated regional and state efforts.

The Project is consistent with and implements the following objectives and policies of the Housing Element:

- OBJECTIVE 1 Identify and make available for development adequate sites to meet the City's housing needs, especially permanently affordable housing.
- POLICY 1.1 Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing.
- POLICY 1.3 Work proactively to identify and secure opportunity sites for permanently affordable housing.
- Objective 4 Foster a housing stock that meets the needs of all residents across lifecycles.
- POLICY 4.1 Develop new housing, and encourage the remodeling of existing housing, for families with children.
- POLICY 4.2 Provide a range of housing options for residents with special needs for housing support and services.
- POLICY 4.5 Ensure that new permanently affordable housing is located in all of the city's neighborhoods, and encourage integrated neighborhoods, with a diversity of unit types provided at a range of income levels.
- Objective 5 Ensure that all residents have equal access to available units.
- POLICY 5.5 Minimize the hardships of displacement by providing essential relocation services.
- POLICY 5.6 Offer displaced households the right of first refusal to occupy replacement housing units that are comparable in size, location, cost, and rent control protection.
- Objective 7 Secure funding and resources for permanently affordable housing, including innovative programs that are not solely reliant on traditional mechanisms or capital.
- POLICY 7.5 Encourage the production of affordable housing through process and zoning accommodations, and prioritize affordable housing in the review and approval processes.

- Objective 8 Build public and private sector capacity to support, facilitate, provide and maintain affordable housing.
- POLICY 8.1 Support the production and management of permanently affordable housing.
- POLICY 8.3 Generate greater public awareness about the quality and character of affordable housing projects and generate communitywide support for new affordable housing.
- Objective 9 Preserve units subsidized by the federal, state or local sources.
- POLICY 9.3 Maintain and improve the condition of the existing supply of public housing, through programs such as HOPE SF.
- POLICY 11.1 Promote the construction and rehabilitation of well-designed housing that emphasizes beauty, flexibility, and innovative design, and respects existing neighborhood character.
- POLICY 11.2 Ensure implementation of accepted design standards in project approvals.
- POLICY 11.3 Ensure growth is accommodated without substantially and adversely impacting existing residential neighborhood character.
- POLICY 11.6 Foster a sense of community through architectural design, using features that promote community interaction.
- Objective 12 Balance housing growth with adequate infrastructure that serves the City's growing population.
- POLICY 12.1 Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.
- POLICY 12.2 Consider the proximity of quality of life elements, such as open space, child care, and neighborhood services, when developing new housing units.
- POLICY 12.3 Ensure new housing is sustainably supported by the City's public infrastructure systems.

The Hope SF initiative, including the Sunnydale Hope SF Master Development Project, is a central affordable housing and community development program for the City and County of San Francisco. Through the Hope SF initiative, existing affordable housing sites for very low income residents will be rebuilt with better connected mixed-income, complete neighborhoods that increase the permanent affordable housing stock of the City as well as provides a range of housing options for residents with special needs and for a range of income levels.

The Sunnydale HOPE SF Master Development Project will take advantage of the underutilized site to create both additional affordable housing and market rate housing thereby furthering Policies 1.1 and 1.4 provided above. The Sunnydale HOPE SF Master Development Project will seek to minimize displacement of existing residents and will provide essential relocation services that include maintenance of subsidized housing opportunities and the right to return as provided in the Right to Return Ordinance. The proposed funding of this large scale project is creative and leverages extensive public and private sources of capital. The project will receive zoning and priority approval processes to encourage the production of affordable housing.

The high visibility of this project will increase capacity of builders and owners of affordable and mixed income communities as well as raise greater public awareness of the high quality design and character of affordable housing. Policy 9.3 specifically names HOPE SF as leading initiative to maintain and improve the condition of existing supply of public housing in the Plan Area. As a site that is currently well under the Planning Code's density limit, the Hope SF also looks to take advantage of the additional allowed density to construct both affordable and market-rate units. The market-rate development will both create a mixed-income neighborhood and will cross-subsidizing the cost of reconstructing the existing dilapidated affordable housing. Also central to the Hope SF initiative, is the construction of new infrastructure including new streets and parks that meet -- and in some cases exceed -- current City standards for ecological performance, safety, and comfort.

COMMERCE AND INDUSTRY

The principle objectives for Commerce & Industry are to manage economic growth and change, maintain a sound and diverse economic base and fiscal structure, provide expanded employment opportunities for city residents particularly the unemployed and underemployed in a wide range of fields and levels, improve viability of existing businesses as well as attract new businesses – particularly in new industries, and assure entrepreneurial opportunities for local businesses.

The following objectives and policies are relevant to the Project:

OBJECTIVE 6 MAINTAIN AND STRENGTHEN VIABLE NEIGHBORHOOD
COMMERCIAL AREAS EASILY ACCESSIBLE TO CITY RESIDENTS.

POLICY 6.1 Ensure and encourage the retention and provision of neighborhood-
serving goods and services in the city's neighborhood commercial
districts, while recognizing and encouraging diversity among the
districts.

POLICY 6.2 Promote economically vital neighborhood commercial districts which
foster small business enterprises and entrepreneurship and which are
responsive to economic and technological innovation in the marketplace
and society.

POLICY 6.4 Encourage the location of neighborhood shopping areas throughout the
city so that essential retail goods and personal services are accessible to
all residents.

POLICY 6.7 Promote high quality urban design on commercial streets.

The Project meets and furthers the Objectives and Policies of the Commerce and Industry Element by reinforcing the typical San Francisco pattern of including resident serving uses along with residential development. The Project will generally permit small scale retail and community related uses throughout and requiring ground floor non-residential uses on a portion of Sunnydale and Hawn Streets, which will serve as a part of the neighborhood's "Hub". Design and Land Use regulations for the development will require that neighborhood commercial retail be established in a pedestrian-oriented active environment typical of San Francisco neighborhoods and specifically called for in the Commerce and Industry Element. The possible provision of retail space will provide entrepreneurial opportunities for local residents and workers. Of course, new development will provide construction business opportunities, especially with outreach to small businesses through the City's SBE program, along with opportunities for property management and maintenance.

RECREATION AND OPEN SPACE ELEMENT

The principle objectives of the Recreation and Open Space Element are to preserve large areas of open space sufficient to meet the long-range needs of the Bay Region, develop and maintain a diversified and balanced citywide system of high quality public open space, provide a continuous public open space along the shoreline, and provide opportunities for recreation and the enjoyment of open space in every neighborhood.

- OBJECTIVE 1 ENSURE A WELL-MAINTAINED, HIGHLY UTILIZED, AND INTEGRATED OPEN SPACE SYSTEM

- POLICY 1.1 Encourage the dynamic and flexible use of existing open spaces and promote a variety of recreation and open space uses, where appropriate.

- POLICY 1.11 Encourage private recreational facilities on private land that provide a community benefit, particularly to low and moderate-income residents.

- OBJECTIVE 2 INCREASE RECREATION AND OPEN SPACE TO MEET THE LONG-TERM NEEDS OF THE CITY AND BAY REGION

- POLICY 2.7 Expand partnerships among open space agencies, transit agencies, private sector and nonprofit institutions to acquire, develop and/or manage existing open spaces.

- POLICY 2.8 Consider repurposing underutilized City-owned properties as open space and recreational facilities.

- OBJECTIVE 3 IMPROVE ACCESS AND CONNECTIVITY TO OPEN SPACE

- POLICY 3.1 Creatively develop existing publicly-owned right-of-ways and streets into open space.

- POLICY 3.2 Establish and Implement a network of Green Connections that increases access to parks, open spaces, and the waterfront.

- POLICY 3.6 Maintain, restore, expand and fund the urban forest.

The Project meets and furthers the Objectives and Policies of the Recreation and Open Space by creating a new street and open space network within an area that is currently characterized by wide disconnected streets, steep unoccupied terrain, and lack of recreational opportunities. Altogether, 3.5 acres of new parks and open space are proposed for the site. Further, the new street network will improve connectivity from existing residential neighborhoods, parks and open spaces.

TRANSPORTATION ELEMENT

The Transportation Element is largely concerned with the movement of people and goods. It addresses the need for multi-modal streets and facilities, implementation of the City's transit-first policy, the need to limit parking and auto capacity on the roads, and ways to incentivize travel by transit, bike and by foot. It also addresses the relationship between transportation and land use and how the two should be coordinated to reduce the need for auto trips.

The following objectives and policies are relevant to the Project:

- OBJECTIVE 1 MEET THE NEEDS OF ALL RESIDENTS AND VISITORS FOR SAFE, CONVENIENT AND INEXPENSIVE TRAVEL WITHIN SAN FRANCISCO AND BETWEEN THE CITY AND OTHER PARTS OF THE REGION WHILE MAINTAINING THE HIGH QUALITY LIVING ENVIRONMENT OF THE BAY AREA.
- POLICY 1.2 Ensure the safety and comfort of pedestrians throughout the city.
- POLICY 1.6 Ensure choices among modes of travel and accommodate each mode when and where it is most appropriate.
- POLICY 2.5 Provide incentives for the use of transit, carpools, vanpools, walking and bicycling and reduce the need for new or expanded automobile and automobile parking facilities.
- OBJECTIVE 18 ESTABLISH A STREET HIERARCHY SYSTEM IN WHICH THE FUNCTION AND DESIGN OF EACH STREET ARE CONSISTENT WITH THE CHARACTER AND USE OF ADJACENT LAND.
- POLICY 18.2 Design streets for a level of traffic that serves, but will not cause a detrimental impact on adjacent land uses, or eliminate the efficient and safe movement of transit vehicles and bicycles.
- POLICY 18.4 Discourage high-speed through traffic on local streets in residential areas through traffic "calming" measures that are designed not to disrupt transit service or bicycle movement, including:
- Sidewalk bulbs and widenings at intersections and street entrances;
 - Lane off-sets and traffic bumps;

- Narrowed traffic lanes with trees, landscaping and seating areas;
and
- colored and/or textured sidewalks and crosswalks.

POLICY 20.5 Place and maintain all sidewalk elements, including passenger shelters, benches, trees, newsracks, kiosks, toilets, and utilities at appropriate transit stops according to established guidelines.

OBJECTIVE 23 IMPROVE THE CITY'S PEDESTRIAN CIRCULATION SYSTEM TO PROVIDE FOR EFFICIENT, PLEASANT, AND SAFE MOVEMENT.

POLICY 23.1 Provide sufficient pedestrian movement space with a minimum of pedestrian congestion in accordance with a pedestrian street classification system.

POLICY 23.2 Widen sidewalks where intensive commercial, recreational, or institutional activity is present, sidewalks are congested and where residential densities are high.

POLICY 23.3 Maintain a strong presumption against reducing sidewalk widths, eliminating crosswalks and forcing indirect crossings to accommodate automobile traffic.

POLICY 23.6 Ensure convenient and safe pedestrian crossings by minimizing the distance pedestrians must walk to cross a street.

OBJECTIVE 24 IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT.

POLICY 24.2 Maintain and expand the planting of street trees and the infrastructure to support them.

POLICY 24.3 Install pedestrian-serving street furniture where appropriate.

POLICY 24.5 Where consistent with transportation needs, transform streets and alleys into neighborhood-serving open spaces or "living streets", especially in neighborhoods deficient in open space.

OBJECTIVE 26 CONSIDER THE SIDEWALK AREA AS AN IMPORTANT ELEMENT IN THE CITYWIDE OPEN SPACE SYSTEM.

- OBJECTIVE 27 ENSURE THAT BICYCLES CAN BE USED SAFELY AND CONVENIENTLY AS A PRIMARY MEANS OF TRANSPORTATION, AS WELL AS FOR RECREATIONAL PURPOSES.
- OBJECTIVE 28 PROVIDE SECURE AND CONVENIENT PARKING FACILITIES FOR BICYCLES.
- POLICY 28.1 Provide secure bicycle parking in new governmental, commercial, and residential developments.
- OBJECTIVE 34 RELATE THE AMOUNT OF PARKING IN RESIDENTIAL AREAS AND NEIGHBORHOOD COMMERCIAL DISTRICTS TO THE CAPACITY OF THE CITY'S STREET SYSTEM AND LAND USE PATTERNS.
- POLICY 34.3 Permit minimal or reduced off-street parking supply for new buildings in residential and commercial areas adjacent to transit centers and along transit preferential streets.
- OBJECTIVE 35 MEET SHORT-TERM PARKING NEEDS IN NEIGHBORHOOD SHOPPING DISTRICTS CONSISTENT WITH PRESERVATION OF A DESIRABLE ENVIRONMENT FOR PEDESTRIANS AND RESIDENTS.

The Project meets and furthers the Objectives and Policies of the Transportation Element by requiring the creation of a new fine-grained street grid in place of the curvilinear configured and disconnected street and block pattern that exists today. The Project accommodates the creation of a new mixed-use predominately development in a pattern that encourages walking and using transit. The Project also calls for streetscape improvements that will calm auto traffic while assuring pedestrian and bicyclist comfort and enjoyment.

URBAN DESIGN ELEMENT

The Urban Design Element addresses the physical character and order of the City. It establishes objectives and policies dealing with the city pattern, conservation (both of natural areas and historic structures), major new developments, and neighborhood environment. It discusses meeting “human needs”, largely by assuring quality living environments, and by protecting and enhancing those characteristics of development that make San Francisco special.

The following objectives and policies are relevant to the Project:

OBJECTIVE 1 EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION.

POLICY 1.1 Recognize and protect major views in the city, with particular attention to those of open space and water.

POLICY 1.2 Recognize, protect and reinforce the existing street pattern, especially as it is related to topography.

POLICY 1.3 Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts.

POLICY 1.5 Emphasize the special nature of each district through distinctive landscaping and other features.

POLICY 1.6 Make centers of activity more prominent through design of street features and by other means.

POLICY 1.7 Recognize the natural boundaries of districts, and promote connections between districts.

POLICY 2.9 Review proposals for the giving up of street areas in terms of all the public values that streets afford.

POLICY 2.10 Permit release of street areas, where such release is warranted, only in the least extensive and least permanent manner appropriate to each case.

OBJECTIVE 3 MODERATION OF MAJOR NEW DEVELOPMENT TO COMPLEMENT THE CITY PATTERN, THE RESOURCES TO BE CONSERVED, AND THE NEIGHBORHOOD ENVIRONMENT.

- POLICY 3.3 Promote efforts to achieve high quality of design for buildings to be constructed at prominent locations.
- POLICY 3.4 Promote building forms that will respect and improve the integrity of open spaces and other public areas.
- POLICY 3.5 Relate the height of buildings to important attributes of the city pattern and to the height and character of existing development.
- POLICY 3.7 Recognize the special urban design problems posed in development of large properties.
- POLICY 3.8 Discourage accumulation and development of large properties, unless such development is carefully designed with respect to its impact upon the surrounding area and upon the city.
- OBJECTIVE 4 IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY .
- POLICY 4.3 Provide adequate lighting in public areas.
- POLICY 4.4 Design walkways and parking facilities to minimize danger to pedestrians.
- POLICY 4.5 Provide adequate maintenance for public areas.
- POLICY 4.6 Emphasize the importance of local centers providing commercial and government services.
- POLICY 4.8 Provide convenient access to a variety of recreation opportunities.
- POLICY 4.10 Encourage or require the provision of recreation space in private development.
- POLICY 4.12 Install, promote and maintain landscaping in public and private areas.
- POLICY 4.13 Improve pedestrian areas by providing human scale and interest.

On balance, the Project is consistent with and furthers the Urban Design Element. The project enables the establishment of a new vibrant mixed-use-predominately-residential neighborhood on currently underutilized land. The Project will connect to the Visitacion Valley street grid and block pattern where

it currently does not today, thereby reinforcing Visitacion Valley's street pattern. The Project's compact urban development of modulated buildings will step along the site's topography; open spaces and green streets will punctuate the new block pattern. Taken together, these characteristics will enable the revitalized Sunnydale Hope SF neighborhood to be both individually distinctive and better integrated into the larger Visitacion Valley neighborhood. Streets will be designed to Better Streets standards and will be safe, comfortable, and inviting. While the proposal includes allowing heights of buildings to be as tall as 65-feet at some locations (taller than what's allowed within other residentially portions of Visitacion Valley), design standards will require that they be broken down both vertically and horizontally and be designed to the human scale. The portion of the site that allows the tallest heights will be reserved for the center of the neighborhood's planned commercial and community-serving center, thereby demarking the Project's civic heart. While the view across the site will change in nature with additional buildings in the foreground, other views will be improved and protected by aligning new streets with existing streets allowing continual views down them and assuring they are not blocked in the future. On balance, the urban design character of the site will be significantly improved; therefore, the Project is consistent with the Urban Design Element.

ENVIRONMENTAL PROTECTION ELEMENT

The Environmental Protection Element is concerned with protecting the natural environment within San Francisco's urban context. The element provides objectives and policies for the following topics: the Bay, ocean and shoreline, air, fresh water, land, flora and fauna, transportation noise, and energy.

The following objectives and policies are relevant to the Project:

OBJECTIVE 1 ACHIEVE A PROPER BALANCE AMONG THE CONSERVATION, UTILIZATION, AND DEVELOPMENT OF SAN FRANCISCO'S NATURAL RESOURCES.

Policy 1.4 Assure that all new development meets strict environmental quality standards and recognizes human needs.

OBJECTIVE 15 INCREASE THE ENERGY EFFICIENCY OF TRANSPORTATION AND ENCOURAGE LAND USE PATTERNS AND METHODS OF TRANSPORTATION WHICH USE LESS ENERGY.

POLICY 15.3 Encourage an urban design pattern that will minimize travel requirements among working, shopping, recreation, school and childcare areas.

The Project is consistent with and implements the Environmental Protection Element in that it calls for mixed-use, moderate density, transit-friendly, sustainable development. The Project and all related City approvals are consistent with the Environmental Protection Element as the Project satisfies and implements the preponderance of Element's objectives and policies: the Project furthers the Element's emphasis on the need for compact, and sustainable development.

COMMUNITY FACILITIES ELEMENT

The Community Facilities element addresses police facilities, neighborhood center facilities, fire facilities, library facilities, public health facilities, and touches upon educational facilities, institutional facilities (colleges, etc.) wastewater facilities, and solid waste facilities.

The following objectives and policies are relevant to the Project:

OBJECTIVE 3 ASSURE THAT NEIGHBORHOOD RESIDENTS HAVE ACCESS TO
NEEDED SERVICES AND A FOCUS FOR NEIGHBORHOOD
ACTIVITIES

POLICY 3.6 Base priority for the development of neighborhood centers on relative
need.

OBJECTIVE 4 PROVIDE NEIGHBORHOOD CENTERS THAT ARE RESPONSIVE TO
THE COMMUNITY SERVED.

POLICY 4.1 Assure effective neighborhood participation in the initial planning,
ongoing programming, and activities of multi-purpose neighborhood
centers

The Project is consistent with and implements the Community Facilities Element. The Project allows for community serving uses on the ground floor throughout the development. A community center and senior housing development is planned for "The Hub" portion of the site, that among other community-based uses will include child care. Whether or not community uses will eventually establish themselves in other permitted locations will depend on community needs and demands as well as broader market factors as the Project gets built out.

PUBLIC SAFETY ELEMENT

- OBJECTIVE 2 REDUCE STRUCTURAL AND NON-STRUCTURAL HAZARDS TO LIFE SAFETY, MINIMIZE PROPERTY DAMAGE AND RESULTING SOCIAL, CULTURAL AND ECONOMIC DISLOCATIONS RESULTING FROM FUTURE DISASTERS.
- POLICY 2.1 Assure that new construction meets current structural and life safety standards.
- POLICY 2.3 Consider site soils conditions when reviewing projects in areas subject to liquefaction or slope instability.
- POLICY 2.9 Consider information about geologic hazards whenever City decisions that will influence land use, building density, building configurations or infrastructure are made.
- POLICY 2.12 Enforce state and local codes that regulate the use, storage and transportation of hazardous materials in order to prevent, contain and effectively respond to accidental releases.

The Project is consistent with and implements the Community Safety Element. All improvements, including infrastructure, buildings and open space improvements will be constructed to local seismic standards, taking into account, among other considerations, the geological condition of the soil and where applicable, any remediation activity.

AIR QUALITY ELEMENT

The Air Quality Element is concerned, in part, with reducing the level of pollutants in the air, thus protecting and improving public health, welfare and the quality of life of the citizens of San Francisco and the residents of the metropolitan region. It emphasizes that opportunities for economic growth in the area can be enhanced through implementation of transportation, land use and other policies in harmony with clean air goals.

The following objectives and policies are relevant to the Project:

- OBJECTIVE 3 DECREASE THE AIR QUALITY IMPACTS OF DEVELOPMENT BY COORDINATION OF LAND USE AND TRANSPORTATION DECISIONS.
- POLICY 3.1 Take advantage of the high density development in San Francisco to improve the transit infrastructure and also encourage high density and compact development where an extensive transportation infrastructure exists.
- POLICY 3.2 Encourage mixed land use development near transit lines and provide retail and other types of service oriented uses within walking distance to minimize automobile dependent development.
- POLICY 3.6 Link land use decision making policies to the availability of transit and consider the impacts of these policies on the local and regional transportation system.
- POLICY 3.9 Encourage and require planting of trees in conjunction with new development to enhance pedestrian environment and select species of trees that optimize achievement of air quality goals

The Project is consistent with and implements the Air Quality Element in that it calls for mixed-use predominately residential, moderate density, sustainable development that will enable efficient use of land and encourage travel by transit and by foot, thereby reducing auto use. The Project will be built to LEED Neighborhood Development standards. The Project is consistent with the Air Quality Element because it satisfies and implements the preponderance of Element's objectives and policies; most importantly, the Project furthers the Element's emphasis on efficient and compact development.

General Plan Priority Finding

(Planning Code Section 101.1 Findings)

Planning Code Section 101.1(b) establishes eight priority policies and is a basis by which differences between competing policies in the General Plan are resolved. As described below, the Project is consistent with the eight priority policies set forth in Planning Code Section 101.1(b).

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

The Project will preserve and enhance existing neighborhood serving retail uses. The Project would potentially accommodate roughly 15,000 square feet of new retail uses. The retail uses are envisioned to be local serving. The project does not include the removal of any existing neighborhood serving retail and is not expected to unduly compete against long established Visitacion Valley neighborhood commercial districts along Leland Avenue.

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

The Project accommodates new development on land that is underutilized and improvements that are dilapidated. While it would remove existing housing, the housing will be replaced by significantly improved housing in a neighborhood pattern much more similar to the rest of Visitacion Valley than what exists today. Existing tenants will be actively engaged in the relocation planning process and will be offered on-site relocation opportunities as part of a larger community building strategy employed by HOPE SF to preserve the cultural and economic diversity of the neighborhood. . Outside of the boundaries of the Housing Authority site

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

The Project is a part of the Hope SF, the Mayor's signature anti-poverty initiative aimed at eradicating intergenerational poverty. As noted above, existing affordable units will be demolished and replaced with significantly improved units at the same affordable levels as the units removed. Along with replacement units for extremely low income households, about 295 additional affordable units for low income households are also proposed.

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

The Project anticipates and accommodates new transit as planned through the City's Muni Forward Project. Design of streets and bus stops will include bus bulbs and bus shelters; street cross sections and corner design will assure sufficient space for bus travel. Moreover, the Project includes the creation of a pedestrian-oriented street and open space network that will encourage alternative modes of transportation. The Project will provide less than one-to-one parking, further encouraging travel by other modes of travel other than by single-occupancy vehicle.

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

The Project would not adversely affect the industrial sector or service sectors. No such uses would be displaced by the Project. Construction activity generated by the Project, however, will support these sectors.

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

All new construction would be subject to the City's Building Code, Fire Code and other applicable safety standards. Thus, the Project would improve preparedness against injury and loss of life in an earthquake by prompting development that would comply with applicable safety standards.

7. That landmarks and historic buildings be preserved.

The Project would not accommodate the removal, demolition, or of any known landmark or historic building.

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

On balance, the Project would improve the City's open space and park system and would not adversely effect parks access to sunlight and vistas. The project includes providing roughly 3.5 acres of additional parks to the City's overall park system. The site is immediately adjacent to and downslope to Herz Playground and McLaren Park. Because the proposal does include constructing buildings immediately across the street from the park, new shadows will be created on the park.. However, the EIR has shown that the new shadows would not cause a significant adverse effect. Given that additional parks and accessible green space is being added by the

Exhibit A to Motion No.
Hearing Date: November 17, 2016

Case No. **2010.0305 E**
Sunnydale Hope SF Master Plan

Project, and the impacts of the proposed development on Herz Playground and McLaren Park are limited, on balance, the Project is consistent with this General Plan Priority Finding.



SAN FRANCISCO PLANNING DEPARTMENT

MEMO

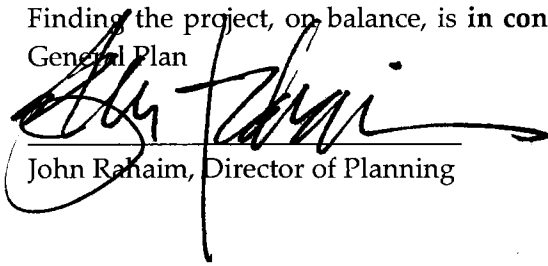
DATE: February 27, 2018
Case No. 2017-012495GPR
1654 Sunnydale Hope SF
Block/ Lot No: 6310/001

Project Sponsors: Ramie Dare
Mercy Housing CA
1360 Mission Street, Suite 300
San Francisco, CA 94103

Applicant: Same as Above

Staff Contact: Ilaria Salvadori - (415) 575-9086
Ilaria.salvadori@sfgov.org

Recommendation: Finding the project, on balance, is **in conformity** with the General Plan

Recommended By: 
John Rahaim, Director of Planning

1650 Mission St.
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San Francisco,
CA 94103-2479

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Planning
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The Planning Department is in receipt of your General Plan Referral Application (Case No. 2017-012485GPR). The application is for a master street vacation to obtain the City's approval to vacate the existing public rights of way, subject to conditions, at a single Board of Supervisors meeting. The application is filed by the Developer (Applicant), in consultation with the City Surveyor and San Francisco Public Works. Upon commencing each development phase, the Developer will demonstrate its satisfaction of the applicable conditions for each phase, thus allowing the San Francisco Public Works director to approve the street vacation for that phase.

1654 Sunnydale Avenue

Case No. 2017-012495GPR

The Sunnydale HOPE SF Master Plan Project consists of the transformation of the 48.8 acre Sunnydale/Velasco public housing complex into a new, mixed income housing development with new affordable and market-rate housing as well as new street and utility infrastructure, open spaces and neighborhood facilities. The demolition of existing housing and infrastructure will happen in 10-11 phases. At completion the master planned development will include 1700 units of affordable and market rate housing. This development is in the Sunnydale Special Use District and is the Project in 25 year Development agreement between the City, the San Francisco Housing Authority and Sunnydale Development Co. LLC, the Developer (Applicant).

ENVIRONMENTAL REVIEW

On November 17, 2016, the Planning Commission took the following actions regarding the Project:

- Certified the Final Environmental Impact Report (Motion No. 19784)
- Adopted CEQA Finding including a statement of overriding considerations (Motion No. 19784)
- Adopted Findings of Consistency with the General Plan and Planning Code Section 101.1 (Case No. 2010.0305E)

GENERAL PLAN COMPLIANCE AND BASIS FOR RECOMMENDATION

As described in attached document Case No. 2010.0305 E, the Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, **in-conformity** with the following Objectives and Policies of the General Plan.

The Project is therefore, on balance, consistent with the General Plan and Planning Code Section 101.1.

Cc: Javier Rivera- Bureau of Streets and Mapping, San Francisco Public Works

Attachments:

- 2017-012495GPR Letter Attachment 1 -CPC Approval - CEQA Findings - Final Motion.pdf
- 2017-012495GPR Letter Attachment 2 -Case No. 2010.0305 E Master Plan General Plan Findings.pdf



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 19785

SUNNYDALE GENERAL PLAN FINDINGS

HEARING DATE: NOVEMBER 17, 2016

Case No.: 2010.0305 E GPA PCT PCM DEV GEN SHD
Project Address: **Sunnydale Hope SF Master Plan Project**
Zoning: RM-1 (Residential – Mixed, Moderate Density)
 40-X Height and Bulk Districts
Block/Lot: Assessor’s Block/Lots: 6356/ 061, 062, 063 ,064, 065, 066, 067 and 068; 6310/
 001; 6311/001; 6312/ 001; 6313/001; 6314/ 001; 6315/001
Project Sponsor: Mercy Housing and Related California
 1360 Mission Street, #300
 San Francisco, CA 94103

Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org

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ADOPTING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN OF THE CITY AND COUNTY OF SAN FRANCISCO AND WITH SECTION 101.1 OF THE CITY PLANNING CODE FOR THE SUNNYDALE HOPE SF MASTER PLAN PROJECT.

Preamble

San Francisco Charter Section 4.105 and Administrative Code Section 2A.53 of the Administrative Code requires General Plan referrals to the Planning Commission for certain matters so that the Commission may determine if such actions are in conformity with the General Plan and Section 101.1 of the Planning Code. Actions, including but not limited to legislative actions, subdivisions, right-of-way dedications and vacations, and the purchasing of property are required to be in conformity with the General Plan and Planning Code Section 101.1.

In 2008, Mercy Housing, (“Project Sponsor”) was selected by the Mayor’s Office of Housing and Community Development (hereinafter “MOHCD”) (then, the Mayor’s Office of Housing) and the San Francisco Housing Authority to work with the local Sunnydale and Velasco and surrounding Visitacion Valley communities to create a Master Plan for the complete redevelopment of the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure (“The Sunnydale HOPE SF Master Plan Project” or “Project”). As a part of the HOPE SF selection process, the Project Sponsor was also selected to act as the Master Developer for the Project.

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. 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 investment in education, economic mobility, health and safety.

The Sunnydale HOPE SF Master Plan Project ("The Project") is a 50-acre site located in the Visitacion Valley neighborhood and is generally bounded by McLaren Park to the north, Crocker Amazon Park to the west, Hahn Street to the East and Velasco to the south. The San Francisco Housing Authority currently owns and operates 775 units on approximately 50 acres (including streets) site. The site currently consists of 775 affordable units and is owned and operated by the San Francisco Housing Authority.

As the selected Master Developer, the Project Sponsor applied to the Planning Department to enter a Development Agreement with the City under Administrative Code Chapter 56. The Project Sponsor also submitted an application for environmental review. On December 12, 2012, the Department issued a Notice of Preparation of an Environmental Impact Report ("NOP") for the Project. On December 19, 2014, the Department published the Draft Environmental Impact Report / Draft Environmental Impact Statement ("DEIR/DEIS") for the Project and provided public notice in a newspaper of general circulation of the availability of the DEIR/DEIS for public review and comment. The DEIR/DEIS was available for public comment from December 12, 2014 through February 17, 2015. The Planning Commission held a public hearing on January 22, 2015 on the DEIR/DEIS at a regularly scheduled meeting to solicit public comment regarding the DEIR/DEIS.

The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the public review period for the DEIR/DEIS, prepared revisions to the text of the DEIR/DEIS in response to comments received or based on additional information that became available during the public review period. This material was presented in a Response to Comments document, published on June 24, 2015, distributed to the Planning Commission and all parties who commented on the DEIR/DEIS, and made available to others upon request at the Department.

A Final Environmental Impact Report / Final Environmental Impact Statement ("FEIR/FEIS" or "Final EIR/EIS") was prepared by the Department, consisting of the Draft EIR/EIS and the Response to Comments document.

On July 9, 2015, the Planning Commission reviewed and considered the Final EIR/EIS and found that the contents of the report and the procedures through which the Final EIR/EIS was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.) ("CEQA"), 14 California Code of Regulations sections 15000 et seq. ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Commission found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2010.0305E, at 1650 Mission Street, Fourth Floor, San Francisco, California.

Department staff prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project and these materials were made available to the public and this Commission for this Commission's review, consideration and action.

On September 15, 2016, the Planning Commission adopted Resolution No. 19738 initiating General Plan amendments to further the Project. The initiated amendments would (1) amend Map 4 of the Urban Design Element, "Urban Design Guidelines for the Heights of Buildings", by designating the Sunnydale site within the 40-88 height designation area; and (2) amend Map 03 of the Recreation and Open Space Element, "Existing and Proposed Parks and Open Space", providing indications of the new parks within the site on the map.

On October 24, 2016, the Board of Supervisors initiated Planning Code Text and Map amendments that would create the Sunnydale HOPE SF Special Use District ("SUD") and provisions regarding it. The Map amendments would map the subject site within the SUD and within a 40/65-X Height and Bulk District.

By this action, the Planning Commission adopts General Plan Consistency findings, including a finding that the Project, as identified in the Final EIR, is consistent with Planning Code Section 101.1.

Other than those actions described above, several actions will be required for the project over its multi-year buildout. These actions include but are not limited to approval of subdivisions, right-of-way dedications and vacations.

The Planning Commission wishes to facilitate the physical, environmental, social and economic revitalization of Project site, using the legal tools available through the Planning and Administrative Codes, while creating jobs, housing and open space in a safe, pleasant, attractive and livable mixed use neighborhood that is linked rationally to adjacent neighborhoods. The Commission wishes to enable implementing actions.

The Sunnydale HOPE SF Master Plan Project provides for a type of development, intensity of development and location of development that is consistent with the overall goals and objectives and policies of the General Plan as well as the Eight Priority Policies of Section 101.1, as expressed in the findings contained in Attachment A to this Motion.



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 19784

SUNNYDALE CEQA FINDINGS

HEARING DATE: NOVEMBER 17, 2016

Case No.: 2010.0305 E GPA PCT PCM DEV GEN SHD
Project Address: Sunnydale Hope SF Master Plan Project
Zoning: RM-1 (Residential – Mixed, Moderate Density)
 40-X Height and Bulk Districts
Block/Lot: Assessor’s Block/Lots: 6356/ 061, 062, 063 ,064, 065, 066, 067 and 068; 6310/
 001; 6311/001; 6312/ 001; 6313/001; 6314/ 001; 6315/001
Project Sponsor: Mercy Housing and Related California
 1360 Mission Street, #300
 San Francisco, CA 94103

Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org

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Planning
Information:
415.558.6377

ADOPTING ENVIRONMENTAL FINDINGS (AND A STATEMENT OF OVERRIDING CONSIDERATIONS) UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND STATE GUIDELINES IN CONNECTION WITH THE ADOPTION OF THE SUNNYDALE HOPE SF MASTER PLAN PROJECT AND RELATED ACTIONS NECESSARY TO IMPLEMENT SUCH PLANS.

Preamble

In 2008, Mercy Housing, (“Project Sponsor”) was selected by the Mayor’s Office of Housing and Community Development (hereinafter “MOHCD”) (then, the Mayor’s Office of Housing) and the San Francisco Housing Authority to work with the local Sunnydale and Velasco and surrounding Visitacion Valley communities to create a Master Plan for the complete redevelopment of the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure (“The Sunnydale HOPE SF Master Plan Project” or “Project”). As a part of the HOPE SF selection process, the Project Sponsor was also selected to act as the Master Developer for the Project.

As the selected Master Developer, the Project Sponsor applied to the Planning Department to enter a Development Agreement with the City under Administrative Code Chapter 56. The Project Sponsor also submitted an application for environmental review. On December 12, 2012, the Department issued a Notice of Preparation of an Environmental Impact Report (“NOP”) for the Project. On December 19, 2014, the Department published the Draft Environmental Impact Report / Draft Environmental Impact Statement (“DEIR/DEIS”) for the Project and provided public notice in a newspaper of general circulation of the availability of the DEIR/DEIS for public review and comment. The DEIR/DEIS was available for public comment from December 12, 2014 through February 17, 2015. The Planning Commission held a public hearing on January 22, 2015 on the DEIR/DEIS at a regularly scheduled meeting to solicit public comment regarding the DEIR/DEIS.

The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the public review period for the DEIR/DEIS, prepared revisions to the text of the DEIR/DEIS in response to comments received or based on additional information that became available during the public review period. This material was presented in a Response to Comments document, published on June 24, 2015, distributed to the Planning Commission and all parties who commented on the DEIR/DEIS, and made available to others upon request at the Department.

A Final Environmental Impact Report / Final Environmental Impact Statement ("FEIR/FEIS" or "Final EIR/EIS") was prepared by the Department, consisting of the Draft EIR/EIS and the Response to Comments document.

Project Environmental Impact Report files WAS made available for review by this Commission and the public. These files were available for public review at the Planning Department at 1650 Mission Street, and are part of the record before this Commission.

On July 9, 2015, the Planning Commission reviewed and considered the Final EIR/EIS and found that the contents of the report and the procedures through which the Final EIR/EIS was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.) ("CEQA"), 14 California Code of Regulations sections 15000 et seq. ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Commission found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

On July 9, 2015, by Motion No. 19704, the Commission certified the Final Environmental Impact Report ("FEIR") as accurate, complete and in compliance with the California Environmental Quality Act ("CEQA").

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2008.0305E, at 1650 Mission Street, Fourth Floor, San Francisco, California.

Department staff prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project and these materials were made available to the public and this Commission for this Commission's review, consideration and action.

Project Description

By this action, the Planning Commission adopts Environmental Findings (and a Statement of Overriding Considerations) under the California Environmental Quality Act and State Guidelines in connection with the adoption of the Potrero Hope SF Master Plan Project and related actions necessary to implement such plans. The Project is generally described below here.

The Sunnydale HOPE SF Master Plan Project is part of the City's Hope SF Program, which looks to transform several of the City's Housing Authority sites to revitalized mixed-use mixed-income well integrated neighborhoods.

The Sunnydale HOPE SF Master Plan project ("Project") includes demolishing all existing units, vacating portions of the right of way and building new streets that would better relate to the existing

street grid. The Project would transform the six existing super blocks into about 34 new fine-grained blocks. The site is designed with a central "Hub" that would feature a series of parks, open spaces, a community center, space for retail, and other community-serving uses.

At completion, the Project would include up to 1,770 units, including Housing Authority replacement units (775 units), a mix of additional affordable units (a minimum of approximately 200 low-income units), and market rate units (up to 694 units). New buildings within Sunnydale would provide a consistent street wall with "eyes-on-the-street" active ground floor treatment. A variety of building types would be constructed throughout including individual townhomes, small apartment buildings and larger corridor apartment buildings. Approximately 1,437 parking spaces would be provided for the units largely below grade. Approximately 60,000 gross square feet of community serving uses, including retail, would also be constructed.

In 2008, Mercy Housing was selected by the Mayor's Office of Housing and Community Development (hereinafter "MOHCD") (then, the Mayor's Office of Housing) and the San Francisco Housing Authority to work with the local Sunnydale and Velasco and surrounding Visitacion Valley community to create a Master Plan for the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure. Mercy Housing is also the Master Developer for the site.

On top of the Development Agreement, project approvals will include General Plan Amendments, Planning Code Text Amendments, Planning Code Map Amendments, Approval of a Design Standards and Guidelines document, and Adoption of Shadow findings pursuant to Planning Code Section 295.

Other than those actions described above, several actions will be required for the project over its multi-year buildout. These actions include but are not limited to approval of subdivisions, right-of-way dedications and vacations.


The Planning Commission wishes to facilitate the physical, environmental, social and economic revitalization of Project site, using the legal tools available through the Planning and Administrative Codes, while creating jobs, housing and open space in a safe, pleasant, attractive and livable mixed use neighborhood that is linked rationally to adjacent neighborhoods.

MOVED that the Planning Commission has reviewed and considered the Final EIR and the record associated herewith, including but not limited to the comments and submissions made to this Planning Commission and the Planning Department's responses to those comments and submissions, and based thereon, hereby adopts the Project Findings required by CEQA attached hereto as Attachment A including a statement of overriding considerations, and adopts the MMRP, that shall be included as a condition of approval for each and all of the approval actions set forth in the Motions described above.

Motion No. 19784
November 17, 2016

2010.0305 E GPA PCT PCM DEV GEN SHD
Sunnydale HOPE SF Master Plan Project
Adoption of CEQA Findings

I hereby certify that the foregoing Motion was ADOPTED by the San Francisco Planning Commission on November 17, 2016.



Jonas P. Ionin
Commission Secretary

AYES: Richards, Hillis, Johnson, Koppel, Melgar, Moore

NOES: None

ABSENT: Fong

ADOPTED: November 17, 2016

Attachment A

To Planning Commission Motion No.

Case No. 2010.0305 E GPA PCT PCM DEV GEN SHD

The Sunnydale HOPE SF Master Plan Project General Plan Findings

and

Planning Code Section 101.1 Findings

The following constitute findings that the Sunnydale HOPE SF Master Plan Project (Project) and approval actions thereto are, on balance, consistent with the General Plan and Planning Code Section 101.1. The SUNNYDALE Master Plan Project is described within the Final EIR, Certified by the Planning Commission on July 9, 2015, with Planning Commission Motion No. 19409.

Approval actions that will be required to implement the Project include, but are not limited to: (1) Adoption of General Plan, Planning Code Text, and Map Amendments that would establish a Sunnydale HOPE SF Special Use District and associated Design Standards and Guidelines Document, and would increase heights in some locations; (2) Approval of a Development Agreement between the City of County of San Francisco, the Master Developer, and the San Francisco Housing Authority; (3) shadow impact findings; and (4) various mapping, street vacation and street dedication actions; and (5) the purchase of the site at Sunnydale and Hahn for the development of affordable housing.

HOUSING ELEMENT

The principle objectives of the Housing Element are to provide new housing; retain the existing supply; enhance physical conditions and safety without jeopardizing use or affordability; support affordable housing production by increasing site availability and capacity; increase the effectiveness and efficiency of the affordable housing production system; protect the affordability of existing housing; expand financial resources for permanently affordable housing; ensure equal access; avoid or mitigate hardships imposed by displacement; reduce homelessness and the risk of homelessness in coordination with relevant agencies and providers; pursue place making and neighborhood building principles in increasing the supply of housing; and strengthen citywide affordable housing programs through coordinated regional and state efforts.

The Project is consistent with and implements the following objectives and policies of the Housing Element:

- OBJECTIVE 1 Identify and make available for development adequate sites to meet the City's housing needs, especially permanently affordable housing.
- POLICY 1.1 Plan for the full range of housing needs in the City and County of San Francisco, especially affordable housing.
- POLICY 1.3 Work proactively to identify and secure opportunity sites for permanently affordable housing.
- Objective 4 Foster a housing stock that meets the needs of all residents across lifecycles.
- POLICY 4.1 Develop new housing, and encourage the remodeling of existing housing, for families with children.
- POLICY 4.2 Provide a range of housing options for residents with special needs for housing support and services.
- POLICY 4.5 Ensure that new permanently affordable housing is located in all of the city's neighborhoods, and encourage integrated neighborhoods, with a diversity of unit types provided at a range of income levels.
- Objective 5 Ensure that all residents have equal access to available units.
- POLICY 5.5 Minimize the hardships of displacement by providing essential relocation services.
- POLICY 5.6 Offer displaced households the right of first refusal to occupy replacement housing units that are comparable in size, location, cost, and rent control protection.
- Objective 7 Secure funding and resources for permanently affordable housing, including innovative programs that are not solely reliant on traditional mechanisms or capital.
- POLICY 7.5 Encourage the production of affordable housing through process and zoning accommodations, and prioritize affordable housing in the review and approval processes.

- Objective 8 Build public and private sector capacity to support, facilitate, provide and maintain affordable housing.
- POLICY 8.1 Support the production and management of permanently affordable housing.
- POLICY 8.3 Generate greater public awareness about the quality and character of affordable housing projects and generate communitywide support for new affordable housing.
- Objective 9 Preserve units subsidized by the federal, state or local sources.
- POLICY 9.3 Maintain and improve the condition of the existing supply of public housing, through programs such as HOPE SF.
- POLICY 11.1 Promote the construction and rehabilitation of well-designed housing that emphasizes beauty, flexibility, and innovative design, and respects existing neighborhood character.
- POLICY 11.2 Ensure implementation of accepted design standards in project approvals.
- POLICY 11.3 Ensure growth is accommodated without substantially and adversely impacting existing residential neighborhood character.
- POLICY 11.6 Foster a sense of community through architectural design, using features that promote community interaction.
- Objective 12 Balance housing growth with adequate infrastructure that serves the City's growing population.
- POLICY 12.1 Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.
- POLICY 12.2 Consider the proximity of quality of life elements, such as open space, child care, and neighborhood services, when developing new housing units.
- POLICY 12.3 Ensure new housing is sustainably supported by the City's public infrastructure systems.

The Hope SF initiative, including the Sunnydale Hope SF Master Development Project, is a central affordable housing and community development program for the City and County of San Francisco. Through the Hope SF initiative, existing affordable housing sites for very low income residents will be rebuilt with better connected mixed-income, complete neighborhoods that increase the permanent affordable housing stock of the City as well as provides a range of housing options for residents with special needs and for a range of income levels.

The Sunnydale HOPE SF Master Development Project will take advantage of the underutilized site to create both additional affordable housing and market rate housing thereby furthering Policies 1.1 and 1.4 provided above. The Sunnydale HOPE SF Master Development Project will seek to minimize displacement of existing residents and will provide essential relocation services that include maintenance of subsidized housing opportunities and the right to return as provided in the Right to Return Ordinance. The proposed funding of this large scale project is creative and leverages extensive public and private sources of capital. The project will receive zoning and priority approval processes to encourage the production of affordable housing.

The high visibility of this project will increase capacity of builders and owners of affordable and mixed income communities as well as raise greater public awareness of the high quality design and character of affordable housing. Policy 9.3 specifically names HOPE SF as leading initiative to maintain and improve the condition of existing supply of public housing in the Plan Area. As a site that is currently well under the Planning Code's density limit, the Hope SF also looks to take advantage of the additional allowed density to construct both affordable and market-rate units. The market-rate development will both create a mixed-income neighborhood and will cross-subsidizing the cost of reconstructing the existing dilapidated affordable housing. Also central to the Hope SF initiative, is the construction of new infrastructure including new streets and parks that meet -- and in some cases exceed -- current City standards for ecological performance, safety, and comfort.

COMMERCE AND INDUSTRY

The principle objectives for Commerce & Industry are to manage economic growth and change, maintain a sound and diverse economic base and fiscal structure, provide expanded employment opportunities for city residents particularly the unemployed and underemployed in a wide range of fields and levels, improve viability of existing businesses as well as attract new businesses – particularly in new industries, and assure entrepreneurial opportunities for local businesses.

The following objectives and policies are relevant to the Project:

- OBJECTIVE 6 MAINTAIN AND STRENGTHEN VIABLE NEIGHBORHOOD
COMMERCIAL AREAS EASILY ACCESSIBLE TO CITY RESIDENTS.
- POLICY 6.1 Ensure and encourage the retention and provision of neighborhood-
serving goods and services in the city's neighborhood commercial
districts, while recognizing and encouraging diversity among the
districts.
- POLICY 6.2 Promote economically vital neighborhood commercial districts which
foster small business enterprises and entrepreneurship and which are
responsive to economic and technological innovation in the marketplace
and society.
- POLICY 6.4 Encourage the location of neighborhood shopping areas throughout the
city so that essential retail goods and personal services are accessible to
all residents.
- POLICY 6.7 Promote high quality urban design on commercial streets.

The Project meets and furthers the Objectives and Policies of the Commerce and Industry Element by reinforcing the typical San Francisco pattern of including resident serving uses along with residential development. The Project will generally permit small scale retail and community related uses throughout and requiring ground floor non-residential uses on a portion of Sunnydale and Hawn Streets, which will serve as a part of the neighborhood's "Hub". Design and Land Use regulations for the development will require that neighborhood commercial retail be established in a pedestrian-oriented active environment typical of San Francisco neighborhoods and specifically called for in the Commerce and Industry Element. The possible provision of retail space will provide entrepreneurial opportunities for local residents and workers. Of course, new development will provide construction business opportunities, especially with outreach to small businesses through the City's SBE program, along with opportunities for property management and maintenance.

RECREATION AND OPEN SPACE ELEMENT

The principle objectives of the Recreation and Open Space Element are to preserve large areas of open space sufficient to meet the long-range needs of the Bay Region, develop and maintain a diversified and balanced citywide system of high quality public open space, provide a continuous public open space along the shoreline, and provide opportunities for recreation and the enjoyment of open space in every neighborhood.

- OBJECTIVE 1 ENSURE A WELL-MAINTAINED, HIGHLY UTILIZED, AND INTEGRATED OPEN SPACE SYSTEM
- POLICY 1.1 Encourage the dynamic and flexible use of existing open spaces and promote a variety of recreation and open space uses, where appropriate.
- POLICY 1.11 Encourage private recreational facilities on private land that provide a community benefit, particularly to low and moderate-income residents.
- OBJECTIVE 2 INCREASE RECREATION AND OPEN SPACE TO MEET THE LONG-TERM NEEDS OF THE CITY AND BAY REGION
- POLICY 2.7 Expand partnerships among open space agencies, transit agencies, private sector and nonprofit institutions to acquire, develop and/or manage existing open spaces.
- POLICY 2.8 Consider repurposing underutilized City-owned properties as open space and recreational facilities.
- OBJECTIVE 3 IMPROVE ACCESS AND CONNECTIVITY TO OPEN SPACE
- POLICY 3.1 Creatively develop existing publicly-owned right-of-ways and streets into open space.
- POLICY 3.2 Establish and Implement a network of Green Connections that increases access to parks, open spaces, and the waterfront.
- POLICY 3.6 Maintain, restore, expand and fund the urban forest.

The Project meets and furthers the Objectives and Policies of the Recreation and Open Space by creating a new street and open space network within an area that is currently characterized by wide disconnected streets, steep unoccupied terrain, and lack of recreational opportunities. Altogether, 3.5 acres of new parks and open space are proposed for the site. Further, the new street network will improve connectivity from existing residential neighborhoods, parks and open spaces.

TRANSPORTATION ELEMENT

The Transportation Element is largely concerned with the movement of people and goods. It addresses the need for multi-modal streets and facilities, implementation of the City's transit-first policy, the need to limit parking and auto capacity on the roads, and ways to incentivize travel by transit, bike and by foot. It also addresses the relationship between transportation and land use and how the two should be coordinated to reduce the need for auto trips.

The following objectives and policies are relevant to the Project:

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

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

POLICY 1.6 Ensure choices among modes of travel and accommodate each mode when and where it is most appropriate.

POLICY 2.5 Provide incentives for the use of transit, carpools, vanpools, walking and bicycling and reduce the need for new or expanded automobile and automobile parking facilities.

OBJECTIVE 18 ESTABLISH A STREET HIERARCHY SYSTEM IN WHICH THE FUNCTION AND DESIGN OF EACH STREET ARE CONSISTENT WITH THE CHARACTER AND USE OF ADJACENT LAND.

POLICY 18.2 Design streets for a level of traffic that serves, but will not cause a detrimental impact on adjacent land uses, or eliminate the efficient and safe movement of transit vehicles and bicycles.

POLICY 18.4 Discourage high-speed through traffic on local streets in residential areas through traffic "calming" measures that are designed not to disrupt transit service or bicycle movement, including:

- Sidewalk bulbs and widenings at intersections and street entrances;
- Lane off-sets and traffic bumps;

- Narrowed traffic lanes with trees, landscaping and seating areas;
and
- colored and/or textured sidewalks and crosswalks.

POLICY 20.5 Place and maintain all sidewalk elements, including passenger shelters, benches, trees, newsracks, kiosks, toilets, and utilities at appropriate transit stops according to established guidelines.

OBJECTIVE 23 IMPROVE THE CITY'S PEDESTRIAN CIRCULATION SYSTEM TO PROVIDE FOR EFFICIENT, PLEASANT, AND SAFE MOVEMENT.

POLICY 23.1 Provide sufficient pedestrian movement space with a minimum of pedestrian congestion in accordance with a pedestrian street classification system.

POLICY 23.2 Widen sidewalks where intensive commercial, recreational, or institutional activity is present, sidewalks are congested and where residential densities are high.

POLICY 23.3 Maintain a strong presumption against reducing sidewalk widths, eliminating crosswalks and forcing indirect crossings to accommodate automobile traffic.

POLICY 23.6 Ensure convenient and safe pedestrian crossings by minimizing the distance pedestrians must walk to cross a street.

OBJECTIVE 24 IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT.

POLICY 24.2 Maintain and expand the planting of street trees and the infrastructure to support them.

POLICY 24.3 Install pedestrian-serving street furniture where appropriate.

POLICY 24.5 Where consistent with transportation needs, transform streets and alleys into neighborhood-serving open spaces or "living streets", especially in neighborhoods deficient in open space.

OBJECTIVE 26 CONSIDER THE SIDEWALK AREA AS AN IMPORTANT ELEMENT IN THE CITYWIDE OPEN SPACE SYSTEM.

- OBJECTIVE 27 ENSURE THAT BICYCLES CAN BE USED SAFELY AND CONVENIENTLY AS A PRIMARY MEANS OF TRANSPORTATION, AS WELL AS FOR RECREATIONAL PURPOSES.
- OBJECTIVE 28 PROVIDE SECURE AND CONVENIENT PARKING FACILITIES FOR BICYCLES.
- POLICY 28.1 Provide secure bicycle parking in new governmental, commercial, and residential developments.
- OBJECTIVE 34 RELATE THE AMOUNT OF PARKING IN RESIDENTIAL AREAS AND NEIGHBORHOOD COMMERCIAL DISTRICTS TO THE CAPACITY OF THE CITY'S STREET SYSTEM AND LAND USE PATTERNS.
- POLICY 34.3 Permit minimal or reduced off-street parking supply for new buildings in residential and commercial areas adjacent to transit centers and along transit preferential streets.
- OBJECTIVE 35 MEET SHORT-TERM PARKING NEEDS IN NEIGHBORHOOD SHOPPING DISTRICTS CONSISTENT WITH PRESERVATION OF A DESIRABLE ENVIRONMENT FOR PEDESTRIANS AND RESIDENTS.

The Project meets and furthers the Objectives and Policies of the Transportation Element by requiring the creation of a new fine-grained street grid in place of the curvilinear configured and disconnected street and block pattern that exists today. The Project accommodates the creation of a new mixed-use predominately development in a pattern that encourages walking and using transit. The Project also calls for streetscape improvements that will calm auto traffic while assuring pedestrian and bicyclist comfort and enjoyment.

URBAN DESIGN ELEMENT

The Urban Design Element addresses the physical character and order of the City. It establishes objectives and policies dealing with the city pattern, conservation (both of natural areas and historic structures), major new developments, and neighborhood environment. It discusses meeting "human needs", largely by assuring quality living environments, and by protecting and enhancing those characteristics of development that make San Francisco special.

The following objectives and policies are relevant to the Project:

- | | |
|-------------|---|
| OBJECTIVE 1 | EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION. |
| POLICY 1.1 | Recognize and protect major views in the city, with particular attention to those of open space and water. |
| POLICY 1.2 | Recognize, protect and reinforce the existing street pattern, especially as it is related to topography. |
| POLICY 1.3 | Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts. |
| POLICY 1.5 | Emphasize the special nature of each district through distinctive landscaping and other features. |
| POLICY 1.6 | Make centers of activity more prominent through design of street features and by other means. |
| POLICY 1.7 | Recognize the natural boundaries of districts, and promote connections between districts. |
| POLICY 2.9 | Review proposals for the giving up of street areas in terms of all the public values that streets afford. |
| POLICY 2.10 | Permit release of street areas, where such release is warranted, only in the least extensive and least permanent manner appropriate to each case. |
| OBJECTIVE 3 | MODERATION OF MAJOR NEW DEVELOPMENT TO COMPLEMENT THE CITY PATTERN, THE RESOURCES TO BE CONSERVED, AND THE NEIGHBORHOOD ENVIRONMENT. |

- POLICY 3.3 Promote efforts to achieve high quality of design for buildings to be constructed at prominent locations.
- POLICY 3.4 Promote building forms that will respect and improve the integrity of open spaces and other public areas.
- POLICY 3.5 Relate the height of buildings to important attributes of the city pattern and to the height and character of existing development.
- POLICY 3.7 Recognize the special urban design problems posed in development of large properties.
- POLICY 3.8 Discourage accumulation and development of large properties, unless such development is carefully designed with respect to its impact upon the surrounding area and upon the city.
- OBJECTIVE 4 IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY .
- POLICY 4.3 Provide adequate lighting in public areas.
- POLICY 4.4 Design walkways and parking facilities to minimize danger to pedestrians.
- POLICY 4.5 Provide adequate maintenance for public areas.
- POLICY 4.6 Emphasize the importance of local centers providing commercial and government services.
- POLICY 4.8 Provide convenient access to a variety of recreation opportunities.
- POLICY 4.10 Encourage or require the provision of recreation space in private development.
- POLICY 4.12 Install, promote and maintain landscaping in public and private areas.
- POLICY 4.13 Improve pedestrian areas by providing human scale and interest.

On balance, the Project is consistent with and furthers the Urban Design Element. The project enables the establishment of a new vibrant mixed-use-predominately-residential neighborhood on currently underutilized land. The Project will connect to the Visitacion Valley street grid and block pattern where

it currently does not today, thereby reinforcing Visitacion Valley's street pattern. The Project's compact urban development of modulated buildings will step along the site's topography; open spaces and green streets will punctuate the new block pattern. Taken together, these characteristics will enable the revitalized Sunnydale Hope SF neighborhood to be both individually distinctive and better integrated into the larger Visitacion Valley neighborhood. Streets will be designed to Better Streets standards and will be safe, comfortable, and inviting. While the proposal includes allowing heights of buildings to be as tall as 65-feet at some locations (taller than what's allowed within other residentially portions of Visitacion Valley), design standards will require that they be broken down both vertically and horizontally and be designed to the human scale. The portion of the site that allows the tallest heights will be reserved for the center of the neighborhood's planned commercial and community-serving center, thereby demarking the Project's civic heart. While the view across the site will change in nature with additional buildings in the foreground, other views will be improved and protected by aligning new streets with existing streets allowing continual views down them and assuring they are not blocked in the future. On balance, the urban design character of the site will be significantly improved; therefore, the Project is consistent with the Urban Design Element.

ENVIRONMENTAL PROTECTION ELEMENT

The Environmental Protection Element is concerned with protecting the natural environment within San Francisco's urban context. The element provides objectives and policies for the following topics: the Bay, ocean and shoreline, air, fresh water, land, flora and fauna, transportation noise, and energy.

The following objectives and policies are relevant to the Project:

OBJECTIVE 1 ACHIEVE A PROPER BALANCE AMONG THE CONSERVATION, UTILIZATION, AND DEVELOPMENT OF SAN FRANCISCO'S NATURAL RESOURCES.

Policy 1.4 Assure that all new development meets strict environmental quality standards and recognizes human needs.

OBJECTIVE 15 INCREASE THE ENERGY EFFICIENCY OF TRANSPORTATION AND ENCOURAGE LAND USE PATTERNS AND METHODS OF TRANSPORTATION WHICH USE LESS ENERGY.

POLICY 15.3 Encourage an urban design pattern that will minimize travel requirements among working, shopping, recreation, school and childcare areas.

The Project is consistent with and implements the Environmental Protection Element in that it calls for mixed-use, moderate density, transit-friendly, sustainable development. The Project and all related City approvals are consistent with the Environmental Protection Element as the Project satisfies and implements the preponderance of Element's objectives and policies: the Project furthers the Element's emphasis on the need for compact, and sustainable development.

COMMUNITY FACILITIES ELEMENT

The Community Facilities element addresses police facilities, neighborhood center facilities, fire facilities, library facilities, public health facilities, and touches upon educational facilities, institutional facilities (colleges, etc.) wastewater facilities, and solid waste facilities.

The following objectives and policies are relevant to the Project:

- OBJECTIVE 3 ASSURE THAT NEIGHBORHOOD RESIDENTS HAVE ACCESS TO
NEEDED SERVICES AND A FOCUS FOR NEIGHBORHOOD
ACTIVITIES
- POLICY 3.6 Base priority for the development of neighborhood centers on relative
need.
- OBJECTIVE 4 PROVIDE NEIGHBORHOOD CENTERS THAT ARE RESPONSIVE TO
THE COMMUNITY SERVED.
- POLICY 4.1 Assure effective neighborhood participation in the initial planning,
ongoing programming, and activities of multi-purpose neighborhood
centers

The Project is consistent with and implements the Community Facilities Element. The Project allows for community serving uses on the ground floor throughout the development. A community center and senior housing development is planned for "The Hub" portion of the site, that among other community-based uses will include child care. Whether or not community uses will eventually establish themselves in other permitted locations will depend on community needs and demands as well as broader market factors as the Project gets built out.

PUBLIC SAFETY ELEMENT

- OBJECTIVE 2 REDUCE STRUCTURAL AND NON-STRUCTURAL HAZARDS TO LIFE SAFETY, MINIMIZE PROPERTY DAMAGE AND RESULTING SOCIAL, CULTURAL AND ECONOMIC DISLOCATIONS RESULTING FROM FUTURE DISASTERS.
- POLICY 2.1 Assure that new construction meets current structural and life safety standards.
- POLICY 2.3 Consider site soils conditions when reviewing projects in areas subject to liquefaction or slope instability.
- POLICY 2.9 Consider information about geologic hazards whenever City decisions that will influence land use, building density, building configurations or infrastructure are made.
- POLICY 2.12 Enforce state and local codes that regulate the use, storage and transportation of hazardous materials in order to prevent, contain and effectively respond to accidental releases.

The Project is consistent with and implements the Community Safety Element. All improvements, including infrastructure, buildings and open space improvements will be constructed to local seismic standards, taking into account, among other considerations, the geological condition of the soil and where applicable, any remediation activity.

AIR QUALITY ELEMENT

The Air Quality Element is concerned, in part, with reducing the level of pollutants in the air, thus protecting and improving public health, welfare and the quality of life of the citizens of San Francisco and the residents of the metropolitan region. It emphasizes that opportunities for economic growth in the area can be enhanced through implementation of transportation, land use and other policies in harmony with clean air goals.

The following objectives and policies are relevant to the Project:

- OBJECTIVE 3 DECREASE THE AIR QUALITY IMPACTS OF DEVELOPMENT BY COORDINATION OF LAND USE AND TRANSPORTATION DECISIONS.
- POLICY 3.1 Take advantage of the high density development in San Francisco to improve the transit infrastructure and also encourage high density and compact development where an extensive transportation infrastructure exists.
- POLICY 3.2 Encourage mixed land use development near transit lines and provide retail and other types of service oriented uses within walking distance to minimize automobile dependent development.
- POLICY 3.6 Link land use decision making policies to the availability of transit and consider the impacts of these policies on the local and regional transportation system.
- POLICY 3.9 Encourage and require planting of trees in conjunction with new development to enhance pedestrian environment and select species of trees that optimize achievement of air quality goals

The Project is consistent with and implements the Air Quality Element in that it calls for mixed-use predominately residential, moderate density, sustainable development that will enable efficient use of land and encourage travel by transit and by foot, thereby reducing auto use. The Project will be built to LEED Neighborhood Development standards. The Project is consistent with the Air Quality Element because it satisfies and implements the preponderance of Element's objectives and policies; most importantly, the Project furthers the Element's emphasis on efficient and compact development.

General Plan Priority Finding

(Planning Code Section 101.1 Findings)

Planning Code Section 101.1(b) establishes eight priority policies and is a basis by which differences between competing policies in the General Plan are resolved. As described below, the Project is consistent with the eight priority policies set forth in Planning Code Section 101.1(b).

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

The Project will preserve and enhance existing neighborhood serving retail uses. The Project would potentially accommodate roughly 15,000 square feet of new retail uses. The retail uses are envisioned to be local serving. The project does not include the removal of any existing neighborhood serving retail and is not expected to unduly compete against long established Visitacion Valley neighborhood commercial districts along Leland Avenue.

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

The Project accommodates new development on land that is underutilized and improvements that are dilapidated. While it would remove existing housing, the housing will be replaced by significantly improved housing in a neighborhood pattern much more similar to the rest of Visitacion Valley than what exists today. Existing tenants will be actively engaged in the relocation planning process and will be offered on-site relocation opportunities as part of a larger community building strategy employed by HOPE SF to preserve the cultural and economic diversity of the neighborhood. . Outside of the boundaries of the Housing Authority site

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

The Project is a part of the Hope SF, the Mayor's signature anti-poverty initiative aimed at eradicating intergenerational poverty. As noted above, existing affordable units will be demolished and replaced with significantly improved units at the same affordable levels as the units removed. Along with replacement units for extremely low income households, about 295 additional affordable units for low income households are also proposed.

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

The Project anticipates and accommodates new transit as planned through the City's Muni Forward Project. Design of streets and bus stops will include bus bulbs and bus shelters; street cross sections and corner design will assure sufficient space for bus travel. Moreover, the Project includes the creation of a pedestrian-oriented street and open space network that will encourage alternative modes of transportation. The Project will provide less than one-to-one parking, further encouraging travel by other modes of travel other than by single-occupancy vehicle.

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

The Project would not adversely affect the industrial sector or service sectors. No such uses would be displaced by the Project. Construction activity generated by the Project, however, will support these sectors.

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

All new construction would be subject to the City's Building Code, Fire Code and other applicable safety standards. Thus, the Project would improve preparedness against injury and loss of life in an earthquake by prompting development that would comply with applicable safety standards.

7. That landmarks and historic buildings be preserved.

The Project would not accommodate the removal, demolition, or of any known landmark or historic building.

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

On balance, the Project would improve the City's open space and park system and would not adversely effect parks access to sunlight and vistas. The project includes providing roughly 3.5 acres of additional parks to the City's overall park system. The site is immediately adjacent to and downslope to Herz Playground and McLaren Park. Because the proposal does include constructing buildings immediately across the street from the park, new shadows will be created on the park.. However, the EIR has shown that the new shadows would not cause a significant adverse effect. Given that additional parks and accessible green space is being added by the

Exhibit A to Motion No.
Hearing Date: November 17, 2016

Case No. 2010.0305 E
Sunnydale Hope SF Master Plan

Project, and the impacts of the proposed development on Herz Playground and McLaren Park are limited, on balance, the Project is consistent with this General Plan Priority Finding.



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 19784

SUNNYDALE CEQA FINDINGS

HEARING DATE: NOVEMBER 17, 2016

Case No.: 2010.0305 E GPA PCT PCM DEV GEN SHD
Project Address: **Sunnydale Hope SF Master Plan Project**
Zoning: RM-1 (Residential – Mixed, Moderate Density)
40-X Height and Bulk Districts
Block/Lot: Assessor's Block/Lots: 6356/ 061, 062, 063 ,064, 065, 066, 067 and 068; 6310/
001; 6311/001; 6312/ 001; 6313/001; 6314/ 001; 6315/001
Project Sponsor: Mercy Housing and Related California
1360 Mission Street, #300
San Francisco, CA 94103

Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org

1650 Mission St.
Suite 400
San Francisco,
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ADOPTING ENVIRONMENTAL FINDINGS (AND A STATEMENT OF OVERRIDING CONSIDERATIONS) UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND STATE GUIDELINES IN CONNECTION WITH THE ADOPTION OF THE SUNNYDALE HOPE SF MASTER PLAN PROJECT AND RELATED ACTIONS NECESSARY TO IMPLEMENT SUCH PLANS.

Preamble

In 2008, Mercy Housing, ("Project Sponsor") was selected by the Mayor's Office of Housing and Community Development (hereinafter "MOHCD") (then, the Mayor's Office of Housing) and the San Francisco Housing Authority to work with the local Sunnydale and Velasco and surrounding Visitacion Valley communities to create a Master Plan for the complete redevelopment of the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure ("The Sunnydale HOPE SF Master Plan Project" or "Project"). As a part of the HOPE SF selection process, the Project Sponsor was also selected to act as the Master Developer for the Project.

As the selected Master Developer, the Project Sponsor applied to the Planning Department to enter a Development Agreement with the City under Administrative Code Chapter 56. The Project Sponsor also submitted an application for environmental review. On December 12, 2012, the Department issued a Notice of Preparation of an Environmental Impact Report ("NOP") for the Project. On December 19, 2014, the Department published the Draft Environmental Impact Report / Draft Environmental Impact Statement ("DEIR/DEIS") for the Project and provided public notice in a newspaper of general circulation of the availability of the DEIR/DEIS for public review and comment. The DEIR/DEIS was available for public comment from December 12, 2014 through February 17, 2015. The Planning Commission held a public hearing on January 22, 2015 on the DEIR/DEIS at a regularly scheduled meeting to solicit public comment regarding the DEIR/DEIS.

The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the public review period for the DEIR/DEIS, prepared revisions to the text of the DEIR/DEIS in response to comments received or based on additional information that became available during the public review period. This material was presented in a Response to Comments document, published on June 24, 2015, distributed to the Planning Commission and all parties who commented on the DEIR/DEIS, and made available to others upon request at the Department.

A Final Environmental Impact Report / Final Environmental Impact Statement ("FEIR/FEIS" or "Final EIR/EIS") was prepared by the Department, consisting of the Draft EIR/EIS and the Response to Comments document.

Project Environmental Impact Report files WAS made available for review by this Commission and the public. These files were available for public review at the Planning Department at 1650 Mission Street, and are part of the record before this Commission.

On July 9, 2015, the Planning Commission reviewed and considered the Final EIR/EIS and found that the contents of the report and the procedures through which the Final EIR/EIS was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.) ("CEQA"), 14 California Code of Regulations sections 15000 et seq. ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Commission found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

On July 9, 2015, by Motion No. 19704, the Commission certified the Final Environmental Impact Report ("FEIR") as accurate, complete and in compliance with the California Environmental Quality Act ("CEQA").

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2008.0305E, at 1650 Mission Street, Fourth Floor, San Francisco, California.

Department staff prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project and these materials were made available to the public and this Commission for this Commission's review, consideration and action.

Project Description

By this action, the Planning Commission adopts Environmental Findings (and a Statement of Overriding Considerations) under the California Environmental Quality Act and State Guidelines in connection with the adoption of the Potrero Hope SF Master Plan Project and related actions necessary to implement such plans. The Project is generally described below here.

The Sunnydale HOPE SF Master Plan Project is part of the City's Hope SF Program, which looks to transform several of the City's Housing Authority sites to revitalized mixed-use mixed-income well integrated neighborhoods.

The Sunnydale HOPE SF Master Plan project ("Project") includes demolishing all existing units, vacating portions of the right of way and building new streets that would better relate to the existing

street grid. The Project would transform the six existing super blocks into about 34 new fine-grained blocks. The site is designed with a central "Hub" that would feature a series of parks, open spaces, a community center, space for retail, and other community-serving uses.

At completion, the Project would include up to 1,770 units, including Housing Authority replacement units (775 units), a mix of additional affordable units (a minimum of approximately 200 low-income units), and market rate units (up to 694 units). New buildings within Sunnydale would provide a consistent street wall with "eyes-on-the-street" active ground floor treatment. A variety of building types would be constructed throughout including individual townhomes, small apartment buildings and larger corridor apartment buildings. Approximately 1,437 parking spaces would be provided for the units largely below grade. Approximately 60,000 gross square feet of community serving uses, including retail, would also be constructed.

In 2008, Mercy Housing was selected by the Mayor's Office of Housing and Community Development (hereinafter "MOHCD") (then, the Mayor's Office of Housing) and the San Francisco Housing Authority to work with the local Sunnydale and Velasco and surrounding Visitacion Valley community to create a Master Plan for the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure. Mercy Housing is also the Master Developer for the site.

On top of the Development Agreement, project approvals will include General Plan Amendments, Planning Code Text Amendments, Planning Code Map Amendments, Approval of a Design Standards and Guidelines document, and Adoption of Shadow findings pursuant to Planning Code Section 295.

Other than those actions described above, several actions will be required for the project over its multi-year buildout. These actions include but are not limited to approval of subdivisions, right-of-way dedications and vacations.

The Planning Commission wishes to facilitate the physical, environmental, social and economic revitalization of Project site, using the legal tools available through the Planning and Administrative Codes, while creating jobs, housing and open space in a safe, pleasant, attractive and livable mixed use neighborhood that is linked rationally to adjacent neighborhoods.

MOVED that the Planning Commission has reviewed and considered the Final EIR and the record associated herewith, including but not limited to the comments and submissions made to this Planning Commission and the Planning Department's responses to those comments and submissions, and based thereon, hereby adopts the Project Findings required by CEQA attached hereto as Attachment A including a statement of overriding considerations, and adopts the MMRP, that shall be included as a condition of approval for each and all of the approval actions set forth in the Motions described above.

Motion No. 19784
November 17, 2016

2010.0305 E GPA PCT PCM DEV GEN SHD
Sunnydale HOPE SF Master Plan Project
Adoption of CEQA Findings

I hereby certify that the foregoing Motion was ADOPTED by the San Francisco Planning Commission on November 17, 2016.



Jonas P. Ionin
Commission Secretary

AYES: Richards, Hillis, Johnson, Koppel, Melgar, Moore

NOES: None

ABSENT: Fong

ADOPTED: November 17, 2016



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion

HEARING DATE: JULY 9, 2015

Hearing Date: July 9, 2015
Case No.: **2010.0305E**
Project Name: **Sunnydale-Velasco HOPE SF Master Plan Project**
Zoning: RM-1 (Residential, Mixed - Low Density) Use District
40-X Height and Bulk District
Block/Lot: 6310/001, 6311/001, 6312/001, 6313/001, 6314/001, and 6315/001
Project Sponsor: Sunnydale Development Co., LLC
1360 Mission Street, Suite 300
San Francisco, CA 94103
Staff Contact: Kansai Uchida – (415) 575-9048
kansai.uchida@sfgov.org

1650 Mission St.
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ADOPTING FINDINGS RELATED TO THE CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT FOR A PROPOSED DEMOLITION OF THE EXISTING SUNNYDALE AND VELASCO PUBLIC HOUSING COMPLEXES AND CONSTRUCTION OF REPLACEMENT PUBLIC HOUSING UNITS, NEW HOUSING UNITS, INFRASTRUCTURE, OPEN SPACE, AND COMMUNITY AMENITIES.

The environmental document for this project is a joint Environmental Impact Report/Environmental Impact Statement (EIR/EIS) which satisfies both the California Environmental Quality Act and the National Environmental Policy Act.

MOVED, that the San Francisco Planning Commission (hereinafter "Commission") hereby CERTIFIES the Final Environmental Impact Report identified as Case No. 2010.0305E, Sunnydale-Velasco HOPE SF Master Plan Project (hereinafter "Project"), based upon the following findings:

1. The City and County of San Francisco, acting through the Planning Department (hereinafter "Department") fulfilled all procedural requirements of the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 *et seq.*, hereinafter "CEQA"), the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 *et seq.*, hereinafter "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code (hereinafter "Chapter 31").
 - A. The Department determined that an Environmental Impact Report (hereinafter "EIR") was required and provided public notice of that determination by publication in a newspaper of general circulation on December 19, 2012.
 - B. On December 19, 2014, the Department published the Draft Environmental Impact Report (hereinafter "DEIR") and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment and of the date and time of the Planning

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Commission public hearing on the DEIR; this notice was mailed to the Department's list of persons requesting such notice.

- C. Notices of availability of the DEIR and of the date and time of the public hearing were posted near the project site by Department staff on December 18, 2014.
 - D. On December 17, 2014, copies of the DEIR were mailed or otherwise delivered to a list of persons requesting it, to those noted on the distribution list in the DEIR, to adjacent property owners, and to government agencies, the latter both directly and through the State Clearinghouse.
 - E. Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse on December 19, 2014.
2. Two duly advertised public hearings on said DEIR were held. Planning Department staff held a duly advertised public hearing on January 20, 2015 in the community room at the Sunnydale housing complex, at which opportunity for public comment was given, and public comment was received on the DEIR. The Commission held a duly advertised public hearing on January 22, 2015 at which opportunity for public comment was given, and no public comment was received on the DEIR. The period for acceptance of written comments ended on February 17, 2015.
 3. The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the 60-day public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR. This material was presented in a Draft Comments and Responses document, published on June 24, 2015, distributed to the Commission and all parties who commented on the DEIR, and made available to others upon request at the Department.
 4. A Final Environmental Impact Report (hereinafter "FEIR") has been prepared by the Department, consisting of the DEIR, any consultations and comments received during the review process, any additional information that became available, and the Comments and Responses document all as required by law.
 5. Project EIR files have been made available for review by the Commission and the public. These files are available for public review at the Department at 1650 Mission Street, Suite 400, and are part of the record before the Commission.
 6. On July 9, 2015, the Commission reviewed and considered the FEIR and hereby does find that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.
 7. The Planning Commission hereby does find that the FEIR concerning File No. 2010.0305E, Sunnydale-Velasco HOPE SF Master Plan Project, reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments

and Responses document contains no significant revisions to the DEIR, and hereby does CERTIFY THE COMPLETION of said FEIR in compliance with CEQA and the CEQA Guidelines.

8. The Commission, in certifying the completion of said FEIR, hereby does find that the project described in the EIR:
 - A. Will have no significant project-specific effect on the environment; and
 - B. Will have a significant cumulative effect on the environment in that it, in combination with past, present, and reasonably foreseeable future projects, would cause levels of service at intersections to deteriorate and would conflict with applicable congestion management programs as well as plans, ordinances, or policies establishing measures of effectiveness for the performance of the circulation system.
9. The Planning Commission reviewed and considered the information contained in the FEIR prior to approving the Project.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting of July 9, 2015.

Jonas Ionin
Commission Secretary

AYES: Wu, Fong, Antonini, Johnson, Moore, Richards

NOES:

ABSENT: Hillis

ADOPTED: July 9, 2015

**ENCROACHMENT PERMIT
AND MAINTENANCE AGREEMENT
(for Fronting Property)**

1. PARTIES AND BACKGROUND

The City and County of San Francisco Public Works (the “**Department**”) enters into this Encroachment and Maintenance Agreement (“**Agreement**”) with Sunnydale Infrastructure, LLC (the “**Permittee**”), on this date, _____, 20____ for reference purposes only (“Reference Date”). The Master Major Encroachment Permit or Permit collectively refers to the Encroachment Permit as referenced or shown on the Department approved plan(s), the associated Street Improvement Permit, and this Agreement, including its Attachments and accompanying documents (the “**Permit**”). In this Agreement, “the **City**” refers to the City and County of San Francisco and all affiliated City agencies including, but not limited to, the Department, the San Francisco Public Utilities Commission (“**SFPUC**”) and the San Francisco Municipal Transportation Agency (“**SFMTA**”).

Permittee is an affiliate of the Sunnydale Development Co. LLC, the master developer (“**Master Developer**”) of the Sunnydale HOPE SF Project to redevelop the Sunnydale-Velasco public housing site, approved by the City pursuant to that certain Development Agreement dated as of March 3, 2017 recorded in the Official Records of the City and County of San Francisco (the “**Official Records**”) on March 3, 2017 as Document No. K416604-00 (the “**DA**”), and pursuant to that certain Master Developer Agreement dated as of March 3, 2017, and recorded in the Official Records of the Official Records on March 3, 2017 as Document No. K416598-00 (the “**MDA**”). Together, the DA and MDA approve and describe the comprehensive redevelopment of the above referenced site, including but not limited to the construction of new public housing, new market rate housing, and new public and private infrastructure to support the redevelopment of the site (the “**Project**”).

The infrastructure associated with the Project will be constructed in phases, in connection with the recording of Final Maps for the applicable phase. The Permittee anticipates that each such infrastructure phase will be developed by separate affiliates of the Master Developer (each a “Phase Infrastructure Developer”). It is anticipated, therefore, that the Permittee will assign its rights and obligations under this Agreement to the applicable Phase Infrastructure Developer. Upon completion of each phase, the parties anticipate that the applicable Phase Infrastructure Developer will assign ownership and maintenance obligations for certain “Improvements” constituting major encroachments (as defined in Section 2.4, below) in whole or in part to a homeowners’ association or a commercial owners’ master association. In some instances, the Phase Infrastructure Developer may retain ownership and maintenance obligations over certain Improvements, or may assign ownership and maintenance obligations to a Fronting Property Owner, in accordance with Sections 5.5, 6, 16, below.

2. PERMIT INFORMATION

2.1 Master Encroachment Permit No. (“Permit”): _____ under Public Works Code Section 786(b). Other Public Works Permit number(s) if Public Works allowed construction prior to Board of Supervisors approval of the Encroachment Permit: Street Improvement Permit 19IE-00564 for Phase 1A-1 and 1A-2.

2.2 Description/Location of Property (See Attachment 1): The Project is described in the DA and the MDA, and includes all blocks and lots in City-approved Tentative Map 9537.

2.3 Description/Location of Permit Area (See Attachment 2): The Permit Area is defined, generally, as the locations of the Improvements (defined in Section 2.4, below) to be constructed in the newly constructed rights of way as shown in the City-approved Tentative Map 9537. The parties anticipate that the location and description of the rights of way and Improvements within the rights of way may be adjusted in non-substantial ways in connection with development of detailed design documents for the to-be-constructed infrastructure, which would be finalized in each Final Subdivision Map for each phase. The parties nevertheless intend for this Agreement to permit the types and general scope of the Improvements described herein.

2.4 General Description of Proposed Improvements that will be Major Encroachments (See Attachment 2):

The term “**Improvements**” shall mean those private improvements in the public right-of-way, as described in the applicable this Section 2.4, the attachments listed in Section 2.8, as described in plans approved in connection with a Street Improvement Permit for each applicable phase of development (“Construction Plans-”). The parties anticipate the following categories of Improvements will constitute major encroachments permitted by this Agreement:

- Retaining Walls
- Wall-Mounted Fencing
- Irrigation lines (temporary based upon project phasing)
- Stairwell handrails (interim conditions to connect proposed roadway grades to existing residential buildings)
- Community Gateway & Perimeter Marker(s)
- Vehicular and Pedestrian Directional Signs and Information Kiosks
- Private storm drain and combined sewer laterals and temporary mains

2.5 Permit Type: Master Encroachment Permit.

2.6 Developer/Builder/Owner of the Fronting Property: Sunnysdale Infrastructure, LLC, 1256 Market Street, San Francisco, CA 94102, attn: Ramie Dare, Vice President.

2.7 Contact Information. The Permittee shall provide to Public Works, Bureau of Street Use and Mapping (“BSM”), SFMTA, 311 Service Division, and SFPUC the information below regarding a minimum of two (2) contact persons with direct relation to or association with,

or is in charge of or responsible for, the Permit. Permittee shall notify both Public Works' Bureau of Street Use and Mapping and SFMTA within thirty (30) calendar days of any changes in the Permittee's personnel structure, and submit the required contact information of the current and responsible contacts. If and when the City's 311 Service Division (or successor public complaint system program) allows direct communications with the contact person(s) for the Permit, the Permittee shall participate in this program.

Contact Person Number 1

Last Name, First Name: Dare, Ramie
Title/Relationship to Owner: Vice President
Phone Numbers: (415) 355-7118 direct
Email Addresses: rdare@mercyhousing.org
Mailing Address: 1256 Market Street, San Francisco, CA 94102
Office Address: same as mailing

Contact Person Number 2

Last Name, First Name: Nguyen, Thu
Title/Relationship to Owner: Senior Project Manager
Phone Numbers: (415) 653-3167
Email Addresses: TNguyen@Related.com
Mailing Address: 44 Montgomery Street, Suite 1300, San Francisco, CA 94104
Office Address: same as mailing

2.8 List of Attachments. The following additional documents are attached to or accompany this Permit, which may be amended or further supplemented with the documents identified in Section 5 following annexations of Permit Areas into the Permit:

- Attachment 1: **Property Information.** Written description of the project site and location map identifying the property upon which the Project, including the Improvements, will be constructed.

- Attachment 2: **Permit Area Documentation.** “Permit Area” refers to public rights of way that include Improvements and any real property in connection with the applicable Improvement that is subject to Permittee’s maintenance responsibility. The Permit Area shall also refer to areas for which a Notice of Annexation has been recorded, which may include Improvements, and any real property subject to maintenance responsibilities that have been assigned to a homeowners’ association or a commercial owners’ master association. As described in Section 4, subsequent Notices of Annexation shall establish specific Permit Areas and identify the fronting properties associated with the Permit Areas (each, a “Fronting Property”).

- The “Permit Area Documentation” shall consist of the following:
- o Written description of the area where the encroachment(s) exist and the boundaries.
 - o Diagram showing the boundary limits of the Permit Area and identifying all Improvements in the Permit Area (“**Precise Diagram**”). The Precise Diagram shall

be a separate document from the engineered construction plans for the encroachments submitted to Public Works for review and approval (“**Improvement Plans**”).

o Table listing all Improvements in the Permit Area and identifying the maintenance responsibility for them (“**Maintenance Table**”). The table shall include all physical treatments, facilities, and elements, whether standard or non-standard, to clarify responsibility.

The Permit Area Documentation attached to this Agreement contains final information for **Phase 1A-1/1A-2**, and preliminary information for the anticipated future phases of the Project. As design details are finalized for each subsequent phase, the Permittee (or applicable Phase Infrastructure Developer) will submit updated Permit Area Documentation in connection with a Notice of Annexation for such phase.

- Attachment 3: **Maintenance Plan**. A written document that contains a detailed description of the means and methods to maintain the Improvements within the Permit Area (the “**Maintenance Plan**”). The Maintenance Plan shall identify the daily, weekly, monthly, and annual routine maintenance, repair and replacement tasks, as applicable (“**Permitted Activities**”), and any specialized equipment (in the event that the Improvements incorporate such specialized equipment) necessary for continued operation of the Improvements. For each category of the Permitted Activities, Permittee shall provide the regular (e.g. daily, weekly, etc.) estimated expenses, including labor hours, cost per hour, and materials needed for maintenance. In addition, Permittee shall provide a total estimated annual operating expense and include: regular maintenance expenses, replacement costs, costs for any specialized equipment (in the event that the Improvements incorporate such specialized equipment) necessary for continued operation of the Improvements, and the expected lifespan of any non-standard materials subject to regular use. The Maintenance Plan also shall identify whether a Community Benefit District, Business Improvement District, Community Facilities District or similar Special Tax-Based Entity (a “**Special Tax Entity**”) will expend monetary or staff resources on the Permit Area for maintenance or other activities, and documentation, to the Director’s satisfaction, that the monetary and/or staff resources are available and committed to perform the maintenance obligation. The Maintenance Plan attached to this Agreement contains final information for **Phase 1A-1/1A-2**, and preliminary information for the anticipated subsequent phases. As design details are finalized for each subsequent phase, the Permittee (or applicable Phase Infrastructure Developer) will submit an updated Maintenance Plan in connection with a Notice of Annexation for such phase.

- Attachment 4: **Operations Manual**. Permittee shall submit a document or manual describing how to operate any specialized equipment necessary for continued operation of the Improvements along with manufacturer’s instructions for operation and maintenance (“**O&M Manuals**”) and other pertinent information about the equipment. These documents are for Public Works file purposes and not attached to this Agreement. The City Engineer, in his or her discretion, may allow the Permittee to defer submission of the Operations Manual until completion of the Improvements in accordance with the Improvement Plans. The Operations Manual attached to this Agreement contains final information for **Phase 1A-1/1A-2**, and preliminary information for the anticipated subsequent phases. As design details are finalized for

each subsequent phase, the Permittee (or applicable Phase Infrastructure Developer) will submit an updated Operations Manual for such phase.

- Attachment 5: **Global Diagram**. The Global Diagram generally describes the type and location of Improvements subject to this Permit.

The City Engineer shall review and certify the description of the **Permit Area** (Attachment 2), **Maintenance Plan** (Attachment 3), **O&M Manuals** (Attachment 4), and the **Global Diagram** (Attachment 5), and any necessary updates submitted with a Notice of Annexation. The Department shall not issue the permit until the City Engineer has completed his or her review and certified the required attachments.

3. EFFECTIVE DATE; REVOCABLE, NON-EXCLUSIVE PERMIT; RECORDATION

(a) Following Board of Supervisors approval and confirmation the Department has received all required permit documents and fees, the Department shall issue the approved Permit. The date the Permit is issued shall be the “**Effective Date**.”

(b) The privilege given to Permittee under this Agreement is revocable, personal, non-exclusive, non-possessory, and effective only insofar as the rights of City in the public right-of-way (“**PROW**”) are concerned. This Permit does not grant any rights to construct or install Improvements in the Permit Area until the Public Works Director issues written authorization for such work.

Commencing on the Effective Date, Permittee shall be authorized to enter upon and use the PROW for the limited purpose of maintaining the Improvements within the Permit Area(s) subject to the terms, conditions, and restrictions set forth herein.

(c) Upon Board of Supervisors’ approval of this Permit, Permittee shall record this Permit against any parcel in the Project for which a Final Map has been recorded. and no later than City’s acceptance of the infrastructure improvements for the applicable Final Map phase. From and after the date of this Permit, Permittee shall record this Permit together with any applicable Notice of Annexation (as described in Section 6.1(c), below) against any parcel in the Project for which a Final Map is recorded. Permittee shall cause such recording to occur no later than City’s acceptance of the infrastructure improvements for the applicable Final Map phase.

4. MONITORING AND MAINTENANCE RESPONSIBILITIES

Permittee acknowledges its responsibility to maintain and monitor the Permit Area and its Improvements according to a “**Maintenance Monitoring and Reporting Program**,” document performance of the maintenance activities as described herein, and retain documentary evidence of the maintenance activities (the “**Maintenance Report**”) for a minimum of three (3) years. Within three (3) days from the date of the Director’s written request for maintenance

information, the Permittee shall provide proof that the maintenance activities have been performed.

The Permittee shall: 1) on a regular quarterly basis commencing upon the Department's determination that the Permittee has completed the Improvements for the applicable phase in accordance with the Construction Plans, document the general condition of the entire Permit Area and all elements with date stamped digital images in JPEG format, or other video or picture imaging acceptable to the Director, and 2) maintain a written and image log of all maintenance issues, including, but not limited to: defects, damages, defacing, complaints, and repairs performed on Permit elements and the Permit Area. The regular monitoring images and/or video shall be taken from all angles necessary to show the entirety of the Permit Area and all Improvements therein. The images for the logged maintenance issues and repairs shall clearly show the location and detail of the damaged or defaced element or area, and its repair and restoration. Permittee shall maintain all files and provide them in a format and media consistent with current standards for data retention and transfer, such as a USB flash drive with connective capability to a commonly available personal computer.

The Maintenance Report, at a minimum, shall include the following information: date and time of maintenance; description and type of encroachment element requiring repair, resolution, or restoration and method used to repair, resolve, or restore it; time and duration to repair, resolve, or restore such element; company (and contact information for the company) that performed the repair, resolution, or restoration.

If the Permit does not include any surface level or above grade elements, the Director shall not require the maintenance monitoring set forth in this Section.

5. CONDITIONS OF ENTRY AND USE

By entering into this Agreement, Permittee acknowledges its responsibility to comply with all requirements for maintenance of the Improvements as specified in this Agreement, Public Works Code Section 786 et seq., Article 2.4 of the Public Works Code ("**Excavation in the Public Right-of-Way**"), the sidewalk maintenance requirements specified in Public Works Code Section 706 (if applicable), and as directed by the Director. Permittee shall comply and cause its agents to comply, with each of the following requirements in its performance of the Permitted Activities.

5.1 Permits, Permissions, and Approvals

5.1A Requirement to Obtain all Regulatory Permits and Approvals.

Permittee shall obtain any permits, licenses, or approvals of any regulatory agencies ("**Regulatory Permits**") required to commence and complete construction of the Improvements and performance of the Permitted Activities. Promptly upon receipt of any such Regulatory Permits, Permittee shall deliver copies of them to the Department. Permittee recognizes and agrees that City's approval of the Permit and this Agreement for purposes of construction of the Improvements or performance of the Permitted Activities shall not be deemed to constitute the grant of any or all other Regulatory Permits needed for the Permitted Activities, and nothing

herein shall limit Permittee's obligation to obtain all such Regulatory Permits, at Permittee's sole cost.

Permittee shall obtain from other parties any further permission necessary to perform its activities under the Permit and this Agreement arising due to any other existing rights affecting the PROW.

5.1.B Subsequent Excavation within Permit Area. When maintenance of the Improvements requires excavation as described in Article 2.4 of the Public Works Code, or prevents public access through the Permit Area, or obstructs the movement of vehicles or bicycles where allowed by law, Permittee shall apply for applicable permits from the Department and any other affected City agencies. Permittee or agent of Permittee shall comply with all excavation permit bonding and security requirements that the Department deems necessary when performing or causing to be performed any excavations or occupancies within the Permit Area.

5.1C Additional Approvals.

Further permission from the Department may be required prior to Permittee's performance of work within the Permit Area including, but not limited to, the restoration of a temporarily restored trench, removal and replacement of a tree or other landscaping, or repair of damaged or uplifted sidewalk or other paving material. This Agreement does not limit, prevent, or restrict the Department from approving and issuing permits for the Permit Area including, but not limited to, occupancy, encroachment, and excavation permits. The Department shall include as a condition in all subsequent permits issued in the Permit Area that any subsequent permittee notify and coordinate with the Permittee prior to occupying, encroaching, or excavating within the Permit Area.

5.2 Exercise of Due Care

During any entry on the Permit Area to perform any of the Permitted Activities, Permittee shall, at all times and at its sole cost, perform the Permitted Activities in a manner that maintains the Permit Area in a good, clean, safe, secure, sanitary, and attractive condition. Permittee shall use due care at all times to avoid any damage or harm to the Permit Area or any Improvements or property located thereon or adjacent to, and to take such soil and resource conservation and protection measures within the Permit Area as are required by applicable laws and as City may reasonably request in writing. Permittee shall not perform any excavation work without City's prior written approval. Under no circumstances shall Permittee knowingly or intentionally damage, harm, or take any rare, threatened, or endangered species on or about the Permit Area. While on the Permit Area to perform the Permitted Activities, Permittee shall use commercially reasonable efforts to prevent and suppress fires on and adjacent to the Permit Area attributable to such entry.

5.3 Cooperation with City Personnel and Agencies, and Fronting Property Owners

Permittee shall work closely with City personnel to avoid unreasonable disruption (even if temporary) of access to the Improvements and property in, under, on or about the Permit Area

and City and public uses of the Permit Area. Permittee shall perform work in accordance with the Permit and this Agreement. Permittee also shall perform work pursuant to one or more Street Improvement Permits or General Excavation Permits and in accordance with Public Improvement Agreements if either or both are applicable.

Permittee shall provide advance notice and work closely with all Fronting Property Owners to avoid unreasonable disruption (even if temporary) of use and access to their property during any Permitted Activities or other permitted or unpermitted activity by Permittee.

5.4 Permittee's Maintenance and Liability Responsibilities

5.4.A Permittee's Maintenance and Liability.

(a) Permittee acknowledges its maintenance and liability responsibility for the Improvements (including, but not limited to, materials, elements, fixtures, etc.) in accordance with the Permit and this Agreement, and all applicable City permits, ordinary wear and tear excepted. Permittee agrees to maintain said Improvements, as reasonably determined by the Director, and in accordance with any other applicable Regulatory Permits. Permittee shall reimburse the Department for any work performed by the Department as a result of the Permittee's failure to comply with the maintenance and restoration terms as specified in this Agreement under Section 9. Permittee is wholly responsible for any facilities installed in the Permit Area that are subject to this Permit's terms and for the quality of the work performed in the Permit Area under this Agreement. Permittee is liable for all claims related to the installed facilities and any condition caused by Permittee's performed work. Neither the issuance of any permit nor the inspection, nor the repair, nor the suggestion, nor the approval, nor the acquiescence of any person affiliated with the City shall excuse the Permittee from such responsibility or liability.

(b) The City acknowledges that while the Permittee retains the primary responsibility for all construction, installation, maintenance and repair activities, certain limited or supplemental maintenance and repair activities may be performed by a Community Benefit District, Business Improvement District, Community Facilities District, Community Association or similar Special Tax-Based Entity (the "**Special Tax Entity**") (such activities may shall be denoted on the Maintenance Table) rather than the Permittee. Notwithstanding the foregoing, the Department shall hold the Permittee responsible for compliance with all provisions of the Permit and this Agreement without regard to whether the violation occurred through an act, omission, negligence, or willful misconduct of the Permittee or the Special Tax Entity. Only if Permittee can demonstrate to the satisfaction of the Director that the Special Tax Entity is solely responsible for the act, omission, negligence, or willful misconduct and the Director makes a written finding to this effect, shall the Director take action directly against the Special Tax Entity. Under such circumstances, the Permittee shall not be responsible and liable hereunder for the act, omission, negligence, or willful misconduct that the Director identifies in writing, and no Uncured Default (as hereinafter defined) shall be deemed to have occurred by the Permittee, as a result of the Special Tax Entity's acts, omissions, negligence or willful misconduct. In the event that the Special Tax Entity should cease to exist or that the Special Tax Entity's maintenance and repair responsibilities are changed, then Permittee shall be responsible or assume responsibility

for all activities that are no longer the responsibility of or being performed by the Special Tax Entity.

(c) In the event that the Director agrees to maintain one or more of the Improvements pursuant to Section 6.9.B of this Agreement, Permittee shall not be responsible for the quality of maintenance or restoration work performed, nor liable for the resulting consequences of City work.

5.4.B Abatement of Unsafe, Hazardous, Damaged, or Blighted Conditions.

Permittee acknowledges its maintenance responsibility to abate any unsafe, hazardous, damaged, or blighted conditions in development phases where Permittee is constructing or has constructed Improvements. Permittee does not accept responsibility for conditions in the phases of the Permit Area that have not yet been developed and incorporated into the Project. Following receipt of a notice by the Department of an unsafe, damaged, or blighted condition, Permittee shall immediately respond to the notice and restore the site to the condition specified on the Construction Plans within thirty (30) calendar days, unless the Department specifies a shorter or longer compliance period based on the nature of the condition or the problems associated with it; provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period or other period specified by the Department, then such period shall be extended provided that the Permittee has commenced and is diligently pursuing such restoration. In addition, Permittee acknowledges its responsibility to abate any hazardous conditions as a direct or indirect result of the Improvement (e.g., slip, trip, and fall hazards), promptly upon receipt of notice from the Department. For unsafe or hazardous conditions, the Permittee shall immediately place or cause to be placed temporary measures to protect the public. Failure to promptly respond to an unsafe or hazardous condition or to restore the site within the specified time may result in the Department's performing the temporary repair or restoration in order to protect the public health, safety, and welfare. Permittee shall reimburse the Department for any such temporary repair or restoration. Failure to abate the problem also may result in the Department's issuance of a Correction Notice, Notice of Violation, and/or request for reimbursement fees to the Department for departmental and other City services necessary to abate the condition in accordance with Section 9.

5.4C Permittee Contact Information, Signage.

Upon the Department's determination that the Permittee has completed the Improvements in accordance with the Construction Plans, Permittee shall post a sign(s) within the Permit Area, in conformity with any applicable signage program for the Permittee's property and in a location approved by the Department, that provides a telephone number and other Permittee contact information so that members of the public can contact the Permittee to report maintenance issues, problems, or any other complaints about the Permit.

5.4.D Non-standard Elements.

If the Permittee elects to install materials, facilities, fixtures, or features, including but not limited to streetlights or utility systems, that do not meet the City's criteria for standard construction, operation, maintenance, and repair ("**Non-standard Elements**"), and the City approves such Non-standard Elements, the Permittee shall (i) acknowledge its responsibility for the operation, maintenance, repair, and replacement of the Non-standard Elements as constructed per the Improvement Plans, (ii) separately meter any

service utility required to operate the Non-standard Elements, and (iii) be responsible for providing such utility service at Permittee's own cost. As an exception, if the Non-standard Elements are facilities such as street lights and they are installed in locations identified by the City as standard streetlight locations, the City may elect to power the streetlights and not require a separate meter. Permittee shall indemnify and hold City harmless against any claims related to Permittee's operation, maintenance, repair, and replacement of Non-standard Elements.

5.5 Fronting Property Owner's Maintenance, Liability, and Notice Responsibilities

The Permittee's maintenance responsibility generally shall be limited to the Improvements in the Permit Area, and its immediate vicinity, including any sidewalk damage directly related to the Improvements or Permitted Activities. In addition, Permittee acknowledges that the Fronting Property owner shall be responsible for the sidewalk maintenance issues under Public Works Code Section 706 to the extent the fronting sidewalk is built to City-standard and is an official City-adopted sidewalk width; provided, however, that some or all of a Fronting Property Owner's obligations under Public Works Code Section 706 may be assigned to Permittee. If it is unclear whether sidewalk maintenance is the responsibility of Permittee or a Fronting Property Owner who is not the Permittee under Public Works Code Section 706, the Department shall determine which party or parties are responsible; provided, however, that where the Fronting Property Owner is the San Francisco Housing Authority, Permittee will be responsible. If the situation so warrants, the Department may assign responsibility for sidewalk maintenance to one or more parties, including a Fronting Property Owner who is not the Permittee.

If Permittee is the Fronting Property Owner, Permittee must notify any successor owner(s) of the existence of the Agreement and the successor owner's associated obligations at the time of closing on the subject property. In addition, prior to the time of closing on the subject property, Permittee shall record a Notice of Annexation that provides constructive notice to the public and to any successor owner(s) of the Permit and the Permittee's responsibilities thereunder.

5.6 Annual Certification of Insurance

Upon receipt of a written request by the Department, but no more than annually, Permittee shall submit written evidence to the Department indicating that the requirements of Sections 8 (Insurance) and Section 9 (Security) have been satisfied.

5.7 Damage to and Cleanliness and Restoration of Permit Area and City Owned or Controlled Property

Permittee, at all times, shall maintain the Permit Area in a clean and orderly manner to the satisfaction of the Director. Following any construction activities or other activities on the Permit Area, Permittee shall remove all debris and any excess dirt from the Permit Area and Improvements.

If any portion of the Permit Area, any City-owned or controlled property located adjacent to the Permit Area, including other publicly dedicated PROW or private property in the vicinity of the Permit Area, is damaged by any of the activities conducted by Permittee, Permittee shall immediately, at its sole cost, repair any and all such damage and restore the Permit Area or affected property to its previous condition to the satisfaction of the Director.

5.8 Excavation or Temporary Encroachment within the Permit Area

Permittee acknowledges its maintenance responsibility following any excavation or temporary encroachment of any portion or portions of the Permit Area as described below.

5.8.A Excavation by City or UCP Holders. After providing public notice according to Article 2.4 of the Public Works Code, any City Agency or Public Utility may excavate within the PROW, which may include portions of the Permit Area. A “City Agency” shall include, but not be limited to, the SFPUC, SFMTA, and any City authorized contractor or agent, or their sub-contractor. “Public Utility” shall include any company or entity currently holding a valid Utility Conditions Permit (“UCP”) or a valid franchise with the City or the California Public Utilities Commission. Permittee acknowledges that it will provide and not obstruct access to any utilities and facilities owned and operated by any City Agency or a Public Utility at any time within the Permit Area for maintenance, repair, and/or replacement.

Emergency work. In the case of an emergency, a City Agency or Public Utility need not notify the Permittee of emergency work until after the emergency situation has been abated, at which point the Department will strive to cooperate with affected City departments to provide written notice to the Permittee concerning the emergency work.

In the performance of any excavation in the Permit Area by a City Agency or Public Utility, the Permittee will, upon notice from the applicable City Agency or Public Utility, coordinate with the City Agency or Public Utility to facilitate the excavation. The excavator shall implement commercially reasonable precautions to protect the Permit Area and any Improvements located within the Permit Area from injury or damage during the excavation or future work. Following excavation by a City Agency or a Public Utility, (a) in the case where there are non-standard materials the excavator shall only be obligated to backfill and patch the site to a safe condition; (b) in the case where there are only City Standard materials the excavator shall be obligated to backfill the site to a safe condition, and restore the site to City Standards. The City Agency or Public Utility shall not replace non-standard materials or Improvements that the City may remove or damage in connection with such excavation or site access. Permittee shall be responsible and bear all costs for the restoration of all disturbed Improvements to the condition as specified on the Improvement Plans.

In the case where the excavated portion of the Permit Area consists of only City Standard materials, the City Agency or Public Utility shall complete its restoration work within thirty (30) calendar days following the completion of the excavation or temporary encroachment; provided, however, to the extent that such restoration cannot be completed within such thirty (30) calendar day period due to weather or unforeseeable circumstances, then such period shall

be extended provided that the excavator has commenced and is diligently pursuing such restoration.

In the case where the excavated portion of the Permit Area consists partially or fully of non-standard materials, the Permittee shall restore or cause to be restored the Improvements in the excavated portions of the Permit Area to the condition specified on the design for the Improvements within thirty (30) calendar days; provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period, then the Department shall extend such period provided that the Permittee has commenced and is diligently pursuing such restoration.

5.8.B Excavation by Private Parties.

Following any excavation of any portion or portions of the Permit Area by a private party (e.g., contractor, property owner, or resident), it shall be the responsibility of the private party and the Permittee to coordinate the restoration of the site and the private party shall bear all the cost of restoration; provided, however, that in all events the private party shall be required to restore the excavated portion or portions of the Permit Area to the condition specified on the design for Improvements within thirty (30) calendar days after completion of the excavation or temporary encroachment, provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period, then the Department shall extend such period provided that the private party has commenced and is diligently pursuing such restoration. If the private party fails to perform such restoration, then the Permittee should notify the Department of such failure in writing and allow any Departmental corrective procedures to conclude prior to pursuing any and all claims against such private party related thereto should the permittee have such third-party rights. The City, through its separate permit process with that private party, shall require that private party to bear all the costs of restoration and cooperate with the Permittee on how the restoration is performed and how any costs that the Permittee assumes for work performed (time and materials) are reimbursed. The Permittee shall only seek or pursue compensation for work performed (time and materials) and shall not seek or request compensation for coordination or the inability to use the Permit Area for the duration of excavation or occupancy, provided that Permittee is provided with access to Permittee's property.

5.8.C Temporary Encroachments for Entities Other Than Permittee.

In the case of temporary encroachments, which may include the temporary occupancy of portions of the Permit Area or the temporary relocation of Improvements (elements or fixtures) from the Permit Area, Permittee shall work collaboratively with the entity that will be temporarily encroaching the Permit Area ("Temporary Encroacher") to coordinate the temporary removal and storage of the Improvements from the affected portion of the Permit Area, when necessary. It shall be the responsibility of the Temporary Encroacher to protect in-place any undisturbed portion of the Permit Area.

Where the Temporary Encroacher is a private party, the private party shall be responsible for any costs for removal, storage, and maintenance of the Improvements, and

restoration associated with restoration of the Permit Areas. The obligation to coordinate and restore under this section shall be a condition of the City permit issued to the Temporary Encroacher. If the Temporary Encroacher fails to coordinate with Permittee and compensate the Permittee or restore the Permit Area, then the Permittee should notify the Department of such failure in writing.

The Permittee may only seek or pursue compensation for costs incurred (time and materials) to temporarily relocate and replace Improvements, and shall not seek or request compensation for coordination or the inability to use the Permit Area for the duration of the Temporary Encroacher's occupancy.

Where the Temporary Encroacher is a City Agency or a Public Utility, Permittee shall be responsible for any costs for removal, storage, maintenance, and restoration associated with the Improvements and any associated areas within the Permit Area, and the City or Public Utility, as applicable, shall be responsible for restoration of any standard City features or improvements. The City or the Public Utility or its contractors shall not be responsible for Permittee's temporary removal and storage costs.

The Permittee shall be responsible for ensuring the Permit Area has been restored within thirty (30) calendar days following the completion of the temporary encroachment; provided, however, to the extent that such restoration cannot be completed using commercially reasonable efforts within such thirty (30) calendar day period, then such period shall be extended provided that the Permittee has commenced and is diligently pursuing such restoration.

5.8.D Additional Time To Complete Site Restoration Where Future Work Is Anticipated

Prior to the Permittee's undertaking of any restoration of the applicable portion of the Permit Area to the conditions specified in the Improvement Plans, the Permittee and the City shall confer as to whether any party (e.g., any City Agency, Public Utility, or private party) intends to perform any future work (e.g., any excavation or temporary encroachment) that would be likely to damage, disrupt, disturb or interfere with any restoration of the Permit Area. If such future work is anticipated within six (6) months following completion of any then proposed excavation or temporary encroachment, then the Permittee's deadline for restoring the site shall be automatically extended. The Permittee may submit to the Department a written request for an extension to the restoration deadline if future work is anticipated to commence more than six (6) months from the completion of the prior excavation and temporary encroachment. If the restoration deadline is extended as set forth above, then the Permittee shall be obligated to complete the restoration within the timeframes specified in this Agreement.

5.9 Permit Revocation; Termination; Modification of Agreement

5.9.A Permit Revocation or Termination

Permittee acknowledges and agrees that the obligations of the Permittee, successor owner(s), or Permittee's successor(s) in interest to perform the Permitted Activities shall

continue for the term of the Permit. The City reserves the right to revoke the Permit under the procedures set forth in the Public Works Code Sections 786 et seq. and, if applicable, as specified in the Board of Supervisors' or the Director's approval of the Permit.

If the Permit is terminated by Permittee or revoked or terminated by City (each an "MEP Termination Event") with respect to a portion or portions of the Permit Area, Permittee shall convert the Improvements therein to a condition specified by City for a standard PROW or as the Director of Public Works deems appropriate under the circumstances at Permittee's sole cost (the "Right-of-Way Conversion ") by (i) applying for, and providing the materials necessary to obtain, a street improvement permit or other authorization from City for the performance of such conversion work; (ii) performing such conversion work pursuant to the terms and conditions of such street improvement permit or other City authorization; and (iii) warranting that the conversion work that meets the standards required by a Public Works street improvement permit for a duration not less than one (1) year from the date Public Works confirms that the work is complete, subject to any extension that the Director may grant in the Director's discretion. A termination or revocation of the Permit under the procedures set forth in Public Works Code Sections 786 et seq. shall result in an automatic termination of this Agreement as to the affected portion of the Permit Area, and all of Permittee's responsibilities and obligations hereunder shall terminate, unless otherwise provided for in this Agreement. The City may partially terminate or revoke the Permit as to those portions of the Permit Area subject to default and the City may elect to allow the Permit to remain effective as to all portions of the Permit Area that are not subject to default.

The obligation of Permittee, successor owner, or Permittee's successor in interest to remove the Improvements and restore the PROW to a condition satisfactory to Director of Public Works shall survive the revocation, expiration, or termination of this Permit. Upon completion of the Right-of-Way Conversion, and subject to Section 5.9B, Permittee shall have no further obligations under the Permit for the portion of the Permit area subject to the Right-of-Way Conversion and to the extent the Director has agreed to terminate the Permittee's obligations in regard to all or a portion of the Right-of-Way Conversion, except as to any applicable warranty.

The City and any and all City subdivisions or agencies shall be released from the responsibility to maintain the existence of the Improvements and shall not be required to preserve or maintain the Improvements in any capacity following the termination or revocation of the Permit unless the Department, in its discretion and in accordance with this Agreement, agrees to an alternative procedure.

5.9.B Modification or Termination of the Agreement

(a) Following the recordation of a Notice of Annexation in the Official Records with respect to any specific Permit Area, this Agreement shall continue and remain in full force and effect at all times in perpetuity with respect to the applicable Permit Area unless the City elects to terminate Permittee's maintenance obligations pursuant to this Section 5.9B and provides written notice to the address provided in Section 2.7. Under such circumstances, this Agreement shall terminate with respect to the applicable Permit Area at the time specified in such written notice with exception to those terms as specified in this Agreement that apply to any remaining

Permit obligations. City shall record on any affected real property evidence of any such termination in the Official Records.

(b) At any time during the term of the Permit, Permittee may request to amend the scope of such Permitted Activities through a written amendment to this Agreement. The Director, in his or her sole discretion, may approve, approve with conditions, or deny the requested amendment. If the Director approves an amendment, both parties shall execute and record the approved amendment. Further, Permittee and Director may, but are not required to, execute a written modification of this Agreement to provide for the Department's maintenance of a portion or all of the "**Privately-Maintained Public Improvements**" as described in the Permit Area Documentation. In the event of such modification of this Agreement, the Department may require Permittee to pay the Department for the cost of maintaining specified Improvements as described in the Maintenance Plan (defined in Section 2.8). The Director's written modification shall, among other relevant terms, identify the specific portion of the Improvements that the Department shall maintain and the terms of Permittee's payments.

(c) In addition, Permittee and City may mutually elect to modify Permittee's obligation to perform the Right-of-Way Conversion described in Section 5.9.A including any modification necessary to address any Improvements that cannot be modified or replaced with a PROW improvement built according to the City's standard specifications. Any such modification may include, but not be limited to, Permittee's agreement to convert, at its sole cost, specified Improvements to a PROW built according to the City's standard specifications while leaving other specified Improvements in their as-is condition, with Permittee assuming a continuing obligation to pay for City's costs to maintain and replace such remaining Improvements. In addition, any such modification may address any applicable City requirements for maintenance security payment obligations and City's acquisition of specialized equipment needed to perform the maintenance work, however, no such specialized equipment shall be required for Improvements built to City standards. If City and the Permittee mutually agree to any modification to the Right-of-Way Conversion that results in Permittee assuming such a maintenance payment obligation, Permittee shall execute and acknowledge, and City shall have the right to record in the Official Records of San Francisco County, an amendment to this Agreement that details such payment obligation.

5.10 Green Maintenance Requirements

In performing any Permitted Activities that require cleaning materials or tools, Permittee, to the extent commercially reasonable, shall use cleaning materials or tools selected from the Approved Alternatives List created by City under San Francisco Environmental Code, Chapter 2, or any other material or tool approved by the Director. Permittee shall properly dispose of such cleaning materials or tools.

6. ANNEXATION OF PROPERTY INTO SCOPE OF PERMIT; ASSIGNMENT OF MAINTENANCE OBLIGATIONS

6.1 Annexation of Property and Improvements into Permit

Pursuant to the Board of Supervisor's authorization in Resolution No. _____, the Permit Area may be expanded or new permit areas may be established according to this Section 6. Real property and associated Improvements (each area an "**Annexation Area**") may be annexed into the Permit or, as delegated by the Board of Supervisors, may constitute separate master encroachment permits or discrete street encroachment permits (each a "**Sub-Permit Area**"), as further described below, upon: i) approval by the Director according to the procedures set forth in this Section 6 and ii) the Department's issuance of a Notice of Completion or Certificate of Conformity (or equivalent determination establishing that improvements are eligible for acceptance or have been completed according to the approved Plans and Specifications) for Improvements completed within the proposed Annexation Area.

(a) **Annexation Application Approval Process.** For each Annexation Area or Sub-Permit Area Permittee proposes for annexation into the Permit ("**Annexation Application**"), Permittee shall provide to the Department the materials described below concurrent with City's approval of 100% Street Improvement Plans for the development phase in the Permit Area. To be eligible for annexation into the Permit, the Annexation Area or Sub-Permit Area (including street segments and/or encroachment areas) must have been generally shown in the approved Global Diagram initially approved with this Permit or described as a category of Improvement that is anticipated to be provided in future phases.

(1) Annexation Application. Permittee must submit a complete Encroachment Permit application requesting the Director's approval of the annexation of the Annexation Area into the Permit or approval of a master encroachment permit or street encroachment permit comprised of the Annexation Area as part of this Permit. The Annexation Application shall reference this Permit and include a plat illustrating the Permit Area and identifying the location of the Improvements to be annexed into the Permit or the Permit Area for which Permittee seeks a discrete master encroachment permit or street encroachment permit. The Annexation Application shall identify and describe any modifications to any Permit Area compared to the real property or Improvements shown in the approved Global Diagram. The Annexation Application shall identify the Permittee proposed to be responsible for the Annexation Area.

(2) Updated Global Diagram. Permittee must update the Global Diagram previously submitted to the Department to depict the Permit Area at the time of the submittal of the Annexation Application, including all administratively approved Annexation Areas and/or discrete master encroachment permits or street encroachment permits. Permittee must refine the Global Diagram, as needed, to include the type of Improvements and their approximate location within the Annexation Area. The updated Global Diagram shall also identify the Permittee for any previously approved Annexation Area.

(3) Updated Permit Area Documentation. Permittee shall submit updated or supplemental Permit Area Documentation showing all Improvements in the Annexation Area that is the subject of the Annexation Application ("**Precise Diagram**").

(4) Phasing Plan. Permittee shall submit a diagram that shows all improvements in the Annexation Area, and generally shows Improvements that are or will be located adjacent to the Permit Area.

(5) Updated Maintenance Plan (if applicable). Permittee shall submit to the Department a Maintenance Plan with each Annexation Application which shall contain a detailed description of means and methods to maintain the Improvements within the Permit Area that is the subject of the Annexation Application. If the Director approved any changes to the Maintenance Plan subsequent to the issuance of the Permit, Permittee shall include the updated Maintenance Matrix reflecting such change.

(6) Engineering and Improvement Plans and diagrams for the Permit Area.

(7) An estimate of annual maintenance cost for the Improvements associated with the Permit Area in the Annexation Application.

(8) Unless a full set of O&M Manuals was previously submitted and approved by the Department, Permittee may be required to submit O&M Manuals for the Improvements in the Annexation Area.

(9) Updated Maintenance Monitoring and Reporting Program (if applicable). If the Permittee proposes any changes to the Maintenance Monitoring and Reporting Program or if there are specific maintenance monitoring and reporting obligations exclusive to the Annexation Area, Permittee shall include the updated or specific Maintenance Monitoring and Reporting Program for Public Works to determine compliance with this Permit.

(10) If the Permittee is not the Fronting Property Owner of the proposed Annexation Area at the time the Annexation Application is submitted, Permittee may obtain, and provide to the Department, a written consent from the Fronting Property Owner indicating that (i) such Fronting Property Owner acknowledges and agrees to the annexation of the proposed Annexation Area into the Permit; (ii) such Fronting Property Owner acknowledges and agrees that Permittee will record this Permit against any affected Fronting Property (i.e. any Fronting Property on or adjacent to which an Improvement will be installed); and (iii) the Fronting Property Owner, to the extent of its rights in the Permit Area, will be subject to the terms of this Agreement. The consent shall also provide documentation demonstrating an agreement between the Fronting Property Owner and the Permittee for the maintenance of Improvements located within the applicable Proposed Annexation Area.

(11) A request for a separate master encroachment permit or discrete encroachment permit (a “**Sub-Permit**”) relating to a specific improvement or group of improvements not otherwise covered by this Agreement, and that is associated with a fronting property that is owned by a public entity, including but not limited to the [*San Francisco Housing Authority, the Office of Community and Investment an Infrastructure, and the Treasure Island Development Authority*] (“**Publicly Owned Lot**”) and Improvements that serve multiple fronting properties (“**Shared Infrastructure**”). In addition to the items described in Sections 6.1(a)(1) - (10), a request for a Sub-Permit shall include a Precise Diagram (as defined above) depicting the improvements and proposed Annexation Area and associated fronting properties to be included within the Sub-Permit, as applicable.

(b) **Review of Annexation Application.** The Department shall review the Annexation Application according to the procedures and requirements of Public Works Code Sections 786 et

seq., as provided herein. The Department shall provide the Permittee written notice indicating whether: (a) the Annexation Application is approved; (b) additional information is required to complete the application; and/or (c) in the Director's reasonable discretion, the Annexation Application proposes one or more entirely new or significantly modified encroachments (each a "New Encroachments") that were not included as part of the Board of Supervisors approval of the Permit. In the event an Annexation Application involves a New Encroachment, the Annexation Application shall be deemed an application for a new major encroachment permit requiring approval by the Board of Supervisors pursuant to Public Works Code Section 786(b). Encroachments consistent with the general categories of improvements described in Section 2.3, above, shall not be considered "significantly modified" if the location or design has changed, unless the location or design presents a public safety hazard.

(c) **Recordation of Notice of Annexation.** After the Director's approval of an Annexation Application and no later than City's acceptance of the infrastructure improvements for the applicable final map phase, the Permittee shall be required to record against any affected Fronting Property (i.e. any Fronting Property on or adjacent to which an Improvement will be installed) a "**Notice of Annexation**" that has been reviewed and approved by the Director. The Notice of Annexation shall describe the real property and/or Improvements annexed into the Permit and identify the Fronting Properties responsible for the completed Improvements in the Permit Area. The Notice of Annexation shall be recorded against each identified Fronting Property within the applicable phase. with the following documents: (1) Updated Global Diagram showing all the phases of work that have been annexed into the Permit, including the Permit Area; (2) a Precise Diagram; (3) a table identifying the party, responsible for maintaining each category of Improvement in the Permit Area (e.g., the Fronting Property, Community Association or Permittee; and (4) a copy of the fully-executed Agreement with updated attachments, including the most current, updated versions of the documents set forth in Section 4(a). Permittee shall record the Notice of Annexation with all required and updated documents, as described herein, against each Fronting Property for the Permit Area identified in the Notice of Annexation. Recordation of the Notice of Annexation shall not require the consent of any owner of property already subject to the Permit pursuant to a previously-recorded Notice of Annexation.

Upon recordation of the Notice of Annexation, the real property and Improvements identified therein shall become subject to the Permit, and the Permittee identified in the Notice of Annexation shall be subject to all terms and provisions set forth in this Agreement.

7. USE RESTRICTIONS

Permittee agrees that the following uses of the PROW by Permittee or any other person claiming by or through Permittee are inconsistent with the limited purpose of this Agreement and are strictly prohibited as provided below. The list of prohibited uses includes, but is not limited to, the following uses.

7.1 Proposed Alterations

Other than the approved Improvements, Permittee shall not make, construct, or place any temporary or permanent alterations, installations, additions, or improvements on the PROW, structural or otherwise, nor alter any existing structures or improvements on the PROW (each, a "**Proposed Alteration**"), without the Director's prior written consent in each instance. The in-kind replacement or repair of existing Improvements shall not be deemed a Proposed Alteration.

Permittee may request approval of a Proposed Alteration. The Director shall have a period of thirty (30) days from receipt of request for approval of a Proposed Alteration to review and approve or deny such request for approval. Should the Director fail to respond to such request within said thirty (30) day period, Permittee's Proposed Alteration shall be deemed disapproved. In requesting the Director's approval of a Proposed Alteration, Permittee acknowledges that the Director's approval of such Proposed Alteration may be conditioned on Permittee's compliance with specific installation requirements and Permittee's performance of specific on-going maintenance thereof or other affected PROW. If Permittee does not agree with the Director's installation or maintenance requirements for any Proposed Alteration, Permittee shall not perform the Proposed Alteration. If Permittee agrees with the Director's installation or maintenance requirements for any Proposed Alteration, prior to Permittee's commencement of such Proposed Alteration, Permittee and the Director shall enter into a written amendment to this Agreement that modifies the Permitted Activities to include such requirements. Prior approval from the Director shall not be required for any repairs made pursuant to and in accordance with the Permitted Activities.

If Permittee performs any City-approved Proposed Alteration, Permittee shall comply with all of the applicable terms and conditions of this Agreement, including, but not limited to, any and all conditions of approval of the Proposed Alteration(s).

Permittee shall obtain all necessary permits and authorizations from the Department and other regulatory agencies prior to commencing work for the Proposed Alteration. The Director's decision regarding a Proposed Alteration shall be final and not appealable.

7.2 Dumping

Permittee shall not dump or dispose of refuse or other unsightly materials on, in, under, or about the PROW.

7.3 Hazardous Material

Permittee shall not cause, nor shall Permittee allow any of its agents to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated, or disposed of in, on, or about the PROW, or transported to or from the PROW, except in connection with (i) remediation of the Project site and (ii) construction of the Project in the normal course, and in all cases pursuant to applicable law, including all applicable permits. Permittee shall immediately notify City if Permittee learns or has reason to believe that a release of Hazardous Material has occurred in, on, or about the PROW. In the event Permittee or its

agents cause a release of Hazardous Material in, on, or about the PROW, Permittee shall, without cost to City and in accordance with all laws and regulations, (i) comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination, and (ii) return the PROW to a condition which complies with applicable law. In connection therewith, Permittee shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the PROW or are naturally occurring substances in the PROW, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the PROW.

Notwithstanding anything herein to the contrary, if the Director determines that neither Permittee nor its agents caused the release or threatened release of the Hazardous Material, Permittee shall have no liability whatsoever (including, without limitation, the costs of any investigation, any required or necessary repair, replacement, remediation, cleanup or detoxification, or preparation and implementation of any closure, monitoring, or other required plans) with respect to any release or threatened release of any Hazardous Material on, in, under or about the PROW. If the Director finds that neither Permittee nor its agents were the source of and did not cause the release of the Hazardous Material, Permittee shall not be listed or identified as the generator or responsible party of any waste required to be removed from the PROW, and will not sign any manifests or similar environmental documentation, with respect to any Environmental Condition (as hereinafter defined). "Environmental Condition" shall mean any adverse condition relating to the release or discharge of any Hazardous Materials on, in, under, or about the PROW by any party other than Permittee or its agents.

7.4 Nuisances

Permittee shall not conduct any activities on or about the PROW that constitute waste, nuisance, or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises, or lights) to City, to the owners or occupants of neighboring property, or to the public. The parties hereby acknowledge that customary use of landscaping and similar equipment (such as lawn mowers, clippers, hedge trimmers, leaf blowers, etc.) that would typically be used to perform the Permitted Activities shall not be considered a nuisance under this Section 7.4 if such equipment is used in compliance with all applicable laws.

7.5 Damage

Permittee shall use due care at all times to avoid causing damage to any of the PROW or any of City's property, fixtures, or encroachments thereon. If any of the Permitted Activities or Permittee's other activities at the PROW causes such damage, Permittee shall notify City, and, if directed by City, restore such damaged property or PROW to the condition it was in prior to the commencement of such Permittee activity to the Director's satisfaction; or, if the City chooses to restore the damaged property, Permittee shall reimburse City for its costs of restoration.

8. INSURANCE

8.1 As described below, Permittee (or the applicable Phase Infrastructure Developer) shall procure and keep insurance in effect at all times during the term of this Agreement, at Permittee's own expense, and cause its contractors and subcontractors to maintain insurance at all times, during Permittee's or its contractor's performance of any of the Permitted Activities on the PROW. If Permittee fails to maintain the insurance in active status, such failure shall be a Permit default subject to the Department's enforcement remedies. The insurance policy shall be maintained and updated annually to comply with the Department's applicable requirements. The following Sections represent the minimum insurance standard as of the Effective Date of this Permit.

8.1.A An insurance policy or insurance policies issued by insurers with ratings comparable to A-VIII, or higher that are authorized to do business in the State of California, and that are satisfactory to the City. Approval of the insurance by City shall not relieve or decrease Permittee's liability hereunder;

8.1.B Commercial General Liability Insurance written on an Insurance Services Office (ISO) Coverage form CG 00 01 or another form providing equivalent coverage with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage, including coverages for contractual liability, personal injury, products and completed operations, independent permittees, and broad form property damage;

8.1.C Commercial Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired automobiles, as applicable for any vehicles brought onto PROW; and

8.1.D Workers' Compensation Insurance, in statutory amounts, with Employer's Liability Coverage with limits of not less than One Million Dollars (\$1,000,000) each accident, injury, or illness.

8.2 All liability policies required hereunder shall provide for the following: (i) name as additional insured the City and County of San Francisco, its officers, agents, and employees, jointly and severally; (ii) specify that such policies are primary insurance to any other insurance

available to the additional insureds, with respect to any claims arising out of this Agreement; and (iii) stipulate that no other insurance policy of the City and County of San Francisco will be called on to contribute to a loss covered hereunder.

8.3 Limits may be provided through a combination of primary and excess insurance policies. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury, or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

8.4 All insurance policies shall be endorsed to provide for thirty (30) days' prior written notice of cancellation for any reason, non-renewal or material reduction in coverage, or depletion of insurance limits, except for ten (10) days' notice for cancellation due to non-payment of premium, to both Permittee and City. Permittee shall provide a copy of any notice of intent to cancel or materially reduce, or cancellation, material reduction, or depletion of, its required coverage to Department within one business day of Permittee's receipt. Permittee also shall take prompt action to prevent cancellation, material reduction, or depletion of coverage, reinstate or replenish the cancelled, reduced or depleted coverage, or obtain the full coverage required by this Section from a different insurer meeting the qualifications of this Section. Notices shall be sent to the Department of Public Works, Bureau of Street Use and Mapping, 1155 Market Street, 3rd Floor, San Francisco, CA, 94103, or any future address for the Bureau of Street Use and Mapping. The permission granted by the Permit shall be suspended upon the termination of such insurance. Upon such suspension, the Department and Permittee shall meet and confer to determine the most appropriate way to address the Permit. If the Department and Permittee cannot resolve the matter, the Permittee shall restore the PROW to a condition acceptable to the Department without expense to the Department. As used in this Section, "Personal Injuries" shall include wrongful death.

8.5 Prior to the Effective Date, Permittee shall deliver to the Department certificates of insurance and additional insured policy endorsements from insurers in a form reasonably satisfactory to Department, evidencing the coverages required hereunder. Permittee shall furnish complete copies of the policies upon written request from City's Risk Manager. In the event Permittee shall fail to procure such insurance, or to deliver such certificates or policies (following written request), Department shall provide notice to Permittee of such failure and if Permittee has not procured such insurance or delivered such certificates within five (5) days following such notice, City may initiate proceedings to revoke the permit and require restoration of the PROW to a condition that the Director deems appropriate.

8.6 Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

8.7 Should any of the required insurance be provided under a claims-made form, Permittee shall maintain such coverage continuously throughout the term of this Agreement and,

without lapse, for a period of three (3) years beyond the expiration of this Agreement, to the effect that, should any occurrences during the term of this Agreement give rise to claims made after expiration of this Agreement, such claims shall be covered by such claims-made policies.

8.8 Upon City's request, Permittee and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee for risks comparable to those associated with the PROW, then City in its sole discretion may require Permittee to increase the amounts or coverage carried by Permittee hereunder to conform to such general commercial practice.

8.9 Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations under this Agreement or any of Permittee's other obligations hereunder. Permittee shall be responsible, at its expense, for separately insuring Permittee's personal property.

9. VIOLATIONS; CITY ENFORCEMENT OF PERMIT AND AGREEMENT

Permittee acknowledges that the Department may pursue the remedies described in this Section in order to address a default by Permittee of any obligation under this Permit with respect to any Permit Area for which Permittee is responsible pursuant to the relevant Notice of Assignment, if applicable. In addition to the procedures below and as set forth in Section 5.4B, if Permittee fails to promptly respond to an unsafe or hazardous condition or to restore the site within the time the Department specifies, the Department may perform the temporary repair or restoration in order to protect the public health, safety, and welfare. Permittee shall reimburse the Department for any such temporary repair or restoration.

(a) **Correction Notice (CN).** The Department may issue a written notice informing Permittee that there is an unsafe, hazardous, damaged, or blighted condition within the Permit Area, or stating that the Permittee has otherwise failed to maintain the Permit Area as required by this Permit ("**Correction Notice**"). The Correction Notice shall identify the maintenance obligation that is the subject of the notice with reasonable particularity and specify the time for correction, which shall be no less than thirty (30) days; provided, however, to the extent that such correction cannot be completed using reasonable efforts within the initially specified timeframe, then such period shall be extended provided that the Permittee has commenced and is diligently pursuing such correction. In the event of an emergency or other situation presenting a threat to public health, safety, or welfare, the Director may require correction in less than thirty (30) days.

(b) **Notice of Violation (NOV).**

(i) The Department may issue a written notice of violation to the Permittee for failure to maintain the Permit Area and creating an unsafe, hazardous, damaged, or blighted condition within the Permit Area, failure to comply with the terms of this agreement, or failure to respond to the Correction Notice by abating the identified condition(s) within the time specified therein. The NOV shall identify each violation and any fines imposed per

applicable code(s) or Agreement sections and specify the timeframe in which to cure the violation and pay the referenced fines (“**Notice of Violation**”), which shall be within thirty (30) days if not specified.

(ii) Permittee shall have ten (10) days to submit to the Department, addressed to the Director, via BSM Inspection Manager at 1155 Market St, 3rd Floor, San Francisco, CA 94103, or future Bureau address, a written appeal to the NOV or a written request for administrative review of specific items in the NOV. If Permittee submits said appeal or request for review, the Director shall hold a public hearing on the dispute in front of an administrative hearing officer. The Director shall then issue a final written decision on his or her determination to approve, conditionally approve, modify, or deny the appeal based on the recommendation of the hearing officer and the information presented at the time of the hearing.

(c) **Uncured Default.** If the violation described in the Notice of Violation is not cured within ten (10) days after the latter of (1) the expiration of the Notice of Violation appeal period or (2) the written decision by the Director affirming the following the hearing to uphold the Notice of Violation or sections thereof, said violation shall be deemed an “**Uncured Default.**” In the event of an Uncured Default, the Director may undertake either or both of the following:

(i) Cure the Uncured Default and issue a written demand to Permittee to pay the City’s actual reasonable costs to remedy said default in addition to any fines or penalties described in the Notice of Violation within ten (10) days (each such notice shall be referred to as a “**Payment Demand**”).

(ii) Notify Permittee that it must submit a Security Deposit (as defined in Section 9.2) for the maintenance obligation that is the subject of the Notice of Violation. Alternatively, the Director may initiate the procedures under Public Works Code Section 786 to revoke the Permit with respect to the particular portion of the Permit Area that is the subject of the Notice of Violation and require a Right-of-Way Conversion (as defined in Section 5.9.A) with respect to that area, in the Director’s discretion.

(d) **Security Deposit Required for Uncured Default**

If there is an Uncured Default as defined in Section 9.1(c) of this Agreement, then within thirty (30) business days of the Director's request, Permittee shall deposit with the Department via the Permit Manager of the Bureau of Street Use and Mapping (or successor Bureau) the sum of no less than twice the annual cost of maintenance as set forth in the Maintenance Plan on file with the Director (the “**Security Deposit**”) with respect to the maintenance obligation that is the subject of the Uncured Default, to secure Permittee's faithful performance of all terms and conditions of this Agreement, including, without limitation, its obligation to maintain the PROW in the condition that the Director deems acceptable. When Permittee delivers the Security Deposit to the Department pursuant to the foregoing sentence, the Department shall have the right to require Permittee to proportionately increase the amount of the Security Deposit by an amount that reflects the increase in the Consumer Price Index Urban Wage Earners and Clerical Workers (base years 1982-1984 = 100) for San Francisco-Oakland-San Jose area published by the United States Department of Labor, Bureau of Labor Statistics (“**Index**”) published most

immediately preceding the date the amount of the Security Deposit was established and the Index published most immediately preceding the date the Department delivers written notice of the increase in the Security Deposit. The amount of the Security Deposit shall not limit Permittee's obligations under this Agreement.

Permittee agrees that the Department may, but shall not be required to, apply the Security Deposit in whole or in part to remedy any damage to the PROW caused by Permittee, its agents, or the general public using the Permit Area to the extent that the Director of Public Works required Permittee to perform such remediation under this Agreement and Permittee failed to do so, or Permittee failed to perform any other terms, covenants, or conditions contained herein (including, but not limited to, the payment of any sum due to the Department hereunder either before or after a default). Notwithstanding the preceding, the Department does not waive any of the Department other rights and remedies hereunder or at law or in equity against the Permittee should the Department use all or a portion of the Security Deposit. Upon termination of the Permitted Activities after an MEP Termination Event as described herein, the Department shall return any unapplied portion of the Security Deposit to Permittee, less any administrative processing cost.

Should the Department use any portion of the Security Deposit to cure any Uncured Default, Permittee shall replenish the Security Deposit to the original amount within ten (10) days of the date of a written demand from the Department for reimbursement of the Security Deposit. Subject to the following sentence, the Permittee's obligation to replenish the Security Deposit shall continue for two (2) years from the date of the initial payment of the Security Deposit unless the Director, in his or her sole discretion, agrees to a shorter period; provided, however, that if the Director does not issue a new Notice of Violation related to the issues triggering the MEP Termination Event for a period of one year from the date of the initial payment of the Security Deposit, then, upon Permittee's written request, the Director shall submit a check request to City's Controller's Office to have any remaining Security Deposit, less any administrative processing cost, delivered to Permittee. The Department's obligations with respect to the Security Deposit are solely that of debtor and not trustee. The Department shall not be required to keep the Security Deposit separate from its general funds, and Permittee shall not be entitled to interest on the Security Deposit. The amount of the Security Deposit shall in no way limit the liabilities of Permittee under any provision of the Permit or this Agreement. Upon termination of the Permitted Activities after an MEP Termination Event, the Department shall return any unapplied portion of the Security Deposit to Permittee, less any administrative processing cost.

(e) **Demand for Uncured Default Costs.** Where the Permittee, or the owner of the Fronting Property associated with the Permit Area that is the subject of the Notice of Violation, has failed to timely remit the funds described in a Payment Demand, the Security Deposit, or to pay the City's costs associated with the City's performance of a Right-of-Way Conversion (collectively, "**Uncured Default Costs**"), the Director may initiate lien proceedings against the Fronting Property Owner for the amount of the Uncured Default Costs pursuant to Public Works Code Sections 706.4 through 706.7, Public Works Code Section 706.9, Administrative Code Section 80.8(d), or any other remedy in equity or at law.

10 MAINTENANCE FUND AND SECURITY

10.1 Maintenance Fund

Improvements on Publicly Owned Lots and Shared Infrastructure. For Improvements on Publicly Owned Lots and Shared Infrastructure (described in Section 6.1(a)), Permittee agrees to establish, upon Recordation of the Notice of Annexation for such Improvements, a “**Maintenance Fund**” in an amount of no less than twice the annual cost of maintenance as set forth in the Maintenance Plan for such Improvements. The Maintenance Fund shall be maintained in an interest bearing account, and shall not be used for ongoing maintenance obligations. If Permittee fails to respond to a Correction Notice or Notice of Violation described above, the City may draw down upon the Maintenance Fund in the same manner that it would use a Security Deposit for an Uncured Default associated with Improvements on Privately Owned Lots.

10.2 Security Deposit for Restoration Costs Associated with Improvements Having Construction Costs of \$1 Million Or Greater.

Pursuant to Public Works Code section 786.8(h), for encroachments with a construction cost of \$1 million or greater, Permittee must provide security in the form of a bond, other form of security acceptable to the Department, or payment into the Maintenance Endowment Fund in an amount required to restore the public right-of-way to a condition satisfactory to the Public Works Director based on a cost that the City Engineer determines. Permittee shall provide evidence to the Department, to the Director’s satisfaction, that the bond or other security is available on an annual basis.

11. COMPLIANCE WITH LAWS

Permittee shall, at its expense, conduct and cause to be conducted all activities under its control on the PROW allowed hereunder in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances, and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act and any other disability access laws), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the PROW any and all business and other licenses or approvals necessary to conduct the Permitted Activities. Nothing herein shall limit in any way Permittee's obligation to obtain any required regulatory approvals from City departments, boards, or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers. At the Director's written request, Permittee shall deliver written evidence of any such regulatory approvals Permittee is required to obtain for any of the Permitted Activities.

12. SIGNS

Permittee shall not place, erect, or maintain any sign, advertisement, banner, or similar object on or about the PROW without the Director's written prior consent, which the Director may give or withhold in its sole discretion; provided, however, that Permittee may install any temporary sign that is reasonably necessary to protect public health or safety during the

performance of a Permitted Activity. This Section shall not be applicable to any signs approved by the City under the master signage plan or master streetscape plan for the Project.

13. UTILITIES

The Permittee shall be responsible for locating and protecting in place all above and below grade utilities from damage, when Permittee, or its authorized agent, elects to perform any work in, on, or adjacent to the Permit Area. If necessary prior to or during the Permittee's execution of any work, including Permitted Activities, a utility requires temporary or permanent relocation, the Permittee shall obtain written approval from the utility owner and shall arrange and pay for all costs for relocation. If Permittee damages any utility during execution of its work, the Permittee shall notify the utility owner and arrange and pay for all costs for repair. Permittee shall be solely responsible for arranging and paying directly to the City or utility company for any utilities or services necessary for its activities hereunder.

Permittee shall be responsible for installing, maintaining, and paying for utility services necessary to support any Improvements, such as light fixtures, water fountains, storm drains, etc. in the Permit Area that are included in the Permit.

14. NO COSTS TO CITY; NO LIENS

Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the PROW pursuant to this Agreement, and shall keep the PROW free and clear of any liens or claims of lien arising out of or in any way connected with its (and not others') use of the PROW pursuant to this Agreement.

15. "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION OF PROW; DISABILITY ACCESS; DISCLAIMER OF REPRESENTATIONS

Permittee acknowledges and agrees that Permittee shall install the Improvements contemplated in the permit application for the Improvements and has full knowledge of the condition of the Improvements and the physical condition of the PROW. Permittee agrees to use the PROW in its "AS IS, WHERE IS, WITH ALL FAULTS" condition, without representation or warranty of any kind by City, its officers, agents, or employees, including, without limitation, the suitability, safety, or duration of availability of the PROW or any facilities on the PROW for Permittee's performance of the Permitted Activities. Without limiting the foregoing, this Agreement is made subject to all applicable laws, rules, and ordinances governing the use of the PROW, and to any and all covenants, conditions, restrictions, encroachments, occupancy, permits, and other matters affecting the PROW, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is Permittee's sole obligation to conduct an independent investigation of the PROW and all matters relating to its use of the PROW hereunder, including, without limitation, the suitability of the PROW for such uses. Permittee, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for Permittee to make use of the PROW in the manner contemplated hereby.

Under California Civil Code Section 1938, to the extent applicable to this Agreement, Permittee is hereby advised that the PROW has not undergone inspection by a Certified Access Specialist ("CAS") to determine whether it meets all applicable construction-related accessibility requirements.

16. ASSIGNMENT OF MAINTENANCE OBLIGATIONS; ASSIGNMENT OF AGREEMENT; PERMIT BINDING UPON SUCCESSORS AND ASSIGNEES; NOTICE OF ASSIGNMENT

16.1 Assignment of Maintenance Obligations; Notice of Assignment

Permittee may assign the maintenance obligations with respect to the Permit Area for a given Fronting Property to a homeowners' association (for residential or mixed-use properties) or a commercial owners' master association (for commercial properties) or a master association with jurisdiction over the Fronting Property by submitting a "**Notice of Assignment of Maintenance Obligations**" to the Department. Assignments of this Permit to an entity other than homeowners' association or commercial owner's association shall be subject to Section 16.2 of this Agreement.

The **Notice of Assignment of Maintenance Obligations** shall include:

- (1) identification of the assignee and an acknowledgment of acceptance of the assignment;
- (2) the contact person for the assignee;
- (3) a description of the Permit Area, by reference to the previously-recorded Notice of Annexation, that is being assigned;
- (4) a statement of whether Public Works Code § 706 obligations are assigned;
- (5) a copy of recorded CC&Rs evidencing (A) the homeowners' association's or commercial owners association's obligation to accept maintenance responsibility for the subject Improvements consistent with this Agreement upon assignment; and (B) City's right to enforce maintenance obligations as a third-party beneficiary under such CC&Rs and the San Francisco Municipal Code; and
- (6) a statement of whether Community Facilities District or other Special Tax District funds will be used to satisfy maintenance obligations. Upon submittal of a Notice of Assignment in substantial conformance with Exhibit _ attached hereto to Public Works and Public Works' written determination that the proposed assignee satisfies the insurance and, if applicable, security requirements set forth in Section 9 of this Agreement, the Permit rights and obligations shall be assigned to the assignee with respect to the Permit Area described therein. Following such assignment to a homeowners association or commercial owners association, such association shall be deemed to be the Permittee for purposes of this Agreement with respect to the applicable Permit Area, and, except as otherwise specifically set forth herein, the obligations of the assigning Permittee shall be deemed released and a

Fronting Property Owner shall have no obligations under this Agreement except for Sections 5.5 and 9.1(e), to which a Fronting Property Owner shall continue to be subject.

15.2 ASSIGNMENT OF AGREEMENT

This Agreement shall be the obligation of Permittee and each future fee owner of all or any of the Permittee's Property, and may not be assigned, conveyed, or otherwise transferred to any other party, including a homeowners' association or commercial owners' association established for the benefit of the Permittee, unless approved in writing by the Director. This Agreement shall bind Permittee, its successors and assignees with each successor or assignee being deemed to have assumed the obligations under this Agreement at the time of such acquisition of fee ownership or assignment. It is intended that this Agreement binds the Permittee and all future fee owners of all or any of the Fronting Property only during their respective successive periods of ownership; and therefore, the rights and obligations of any Permittee or its respective successors and assignees under this Agreement shall terminate upon transfer, expiration, or termination of its interest in the Fronting Property, except that its liability for any violations of the requirements or restrictions of this Agreement, or any acts or omissions during such ownership, shall survive any transfer, expiration, or termination of its interest in the Fronting Property.

Subject to the approval of the Director, which shall not unreasonably be withheld, Permittee may assign this permit to a homeowners' association (for residential or mixed-use properties), a commercial owners' association (for commercial properties) or a master association with jurisdiction over the Fronting Property by submitting a "**Notice of Assignment**" to the Department.

The **Notice of Assignment** shall include:

- (1) Identification of the Assignee and written acknowledgment of the Assignee's acceptance of the responsibilities under this permit;
- (2) The contact person for the Assignee and the contact information as required under Section 2.7;
- (3) If the Assignee is a homeowners' association or commercial owners' association, a copy of recorded CC&Rs, if there are such CC&Rs evidencing (a) the homeowners' association's or commercial owners' association's obligation to accept maintenance responsibility for the subject Improvements consistent with this Agreement upon assignment; and (b) City's right to enforce maintenance obligations as a third-party beneficiary under such CC&Rs and the San Francisco Municipal Code; and
- (4) A statement identifying whether a Community Facilities District or other Special Tax Entity will expend monetary or staff resources on the Permit area for maintenance or other activities;
- (5) A copy of the Assignee's general liability insurance that satisfies Section 7 and payment of the Maintenance Fund or Security under Section 10, if applicable;

(6) For Improvements with a construction cost of \$1 million or greater (on an individual basis), Assignee must provide security in the form of a bond, other form of security acceptable to the Department, or payment into the Maintenance Endowment Fund in an amount required to restore the public right-of-way to a condition satisfactory to the Public Works Director based on a cost that the City Engineer determines; and

(7) Any other considerations necessary to promote the health, safety, welfare, including demonstration to the Director's satisfaction that the Assignee has the monetary and/or staff resources are available and committed to perform the maintenance obligation.

Permittee shall submit to Public Works a Notice of Assignment in a form acceptable to Public Works. Prior to approval from the Director, the Department shall provide a written determination that the proposed assignee satisfies Section 7 (Insurance) and Section 10 (Maintenance Fund; Security), if applicable. Following such assignment, the obligations of the assigning Permittee shall be deemed released and the assigning Permittee shall have no obligations under this Agreement.

16. TRANSFER AND ACCEPTANCE PROCEDURES

This Permit and the accompanying benefits and obligations are automatically transferred to any successor property owner(s). If the Permittee is selling the property, the successor owner(s) shall submit contact information to the Department immediately upon closing on the property sale along with an acknowledgement that the successor owner(s) shall accept and assume all Permit responsibilities. The Department may require that such a transfer be evidenced by a new written Agreement with the Director and require evidence of the requisite insurance to be submitted within a specified period of time.

17. POSSESSORY INTEREST TAXES

Permittee recognizes and understands that this Agreement may create a possessory interest subject to property taxation with respect to privately-owned or occupied property in the PROW, and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Permittee agrees to pay taxes of any kind, including any possessory interest tax, if any, that may be lawfully assessed on Permittee's interest under this Agreement or use of the PROW pursuant hereto and to pay any other taxes, excises, licenses, permit charges, or assessments based on Permittee's usage of the PROW that may be imposed upon Permittee by applicable law (collectively, a "Possessory Interest Tax"). Permittee shall pay all of such charges when they become due and payable and before delinquency. The parties hereto hereby acknowledge that the PROW will be a public open space during the term of this Agreement and Permittee's use of the PROW pursuant to this Agreement is intended to be non-exclusive and non-possessory.

18. PESTICIDE PROHIBITION

Permittee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (a) prohibit the use of certain

pesticides on PROW, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Permittee to submit to the Director an integrated pest management ("IPM") plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the PROW during the term of this Agreement, (ii) describes the steps Permittee will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance, and (iii) identifies, by name, title, address and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. In addition, Permittee shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance. Nothing herein shall prevent Permittee, through the Director, from seeking a determination from the Commission on the Environment that it is exempt from complying with certain portions of the Pesticide Ordinance as provided in Section 303 thereof.

19. PROHIBITION OF TOBACCO SALES AND ADVERTISING

Permittee acknowledges and agrees that no sale or advertising of cigarettes or tobacco products is allowed on the PROW. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of cigarettes and tobacco products, or (b) encourage people not to smoke or to stop smoking.

20. PROHIBITION OF ALCOHOLIC BEVERAGE ADVERTISING

Permittee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the PROW. For purposes of this Section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies, and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling, or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit, or other entity designed to (a) communicate the health hazards of alcoholic beverages, (b) encourage people not to drink alcohol or to stop drinking alcohol, or (c) provide or publicize drug or alcohol treatment or rehabilitation services.

21. CONFLICTS OF INTEREST

Through its execution of this Agreement, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Permittee becomes aware of any such fact during the term of this Agreement, Permittee shall immediately notify the City.

22. FOOD SERVICE WASTE REDUCTION

If there is a City permit or authorization for the Permit Area that will allow food service, Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth herein and the Permittee will be treated as a lessee for purposes of compliance with Chapter 16. This provision is a material term of this Agreement. By entering into this Agreement, Permittee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting City's other rights and remedies, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amounts shall not be considered a penalty, but rather as mutually agreed upon monetary damages sustained by City because of Permittee's failure to comply with this provision.

23. GENERAL PROVISIONS

Unless this Agreement provides otherwise: (a) This Agreement may be amended or modified only in writing and signed by both the Director and Permittee; provided that the Director shall have the right to terminate or revoke the Permit in accordance with this Agreement. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required, or permitted hereunder may be made in the sole and absolute discretion of the Director or other authorized City official. (d) This Agreement (including its Attachments and associated documents hereto), the Permit, the Board of Supervisors legislation approving the Permit, and any authorization to proceed, discussions, understandings, and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. Director shall have the sole discretion to interpret and make decisions regarding any and all discrepancies, conflicting statements, and omissions found in the Permit, Agreement, the Agreement's Attachments and associated documents, and Improvement Plans, if applicable. (f) Time is of the essence. (g) This Agreement shall be governed by California law and the City's Charter. (h) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience, notwithstanding the City's use of its own attorneys. (i) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (j) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. (k) City is the sole beneficiary of Permittee's obligations under this Agreement. Nothing contained herein shall be deemed to be a gift or dedication to the general public or for

any public purposes whatsoever, nor shall it give rights to the parties expressly set forth above. Without limiting the foregoing, nothing herein creates a private right of action by any person or entity other than the City. (l) This Agreement does not create a partnership or joint venture between the City and Permittee as to any activity conducted by Permittee in its performance of its obligations under this Agreement. Permittee shall not be deemed a state actor with respect to any activity conducted by Permittee on, in, around, or under the Improvements pursuant to this Agreement.

24. INDEMNIFICATION

Pursuant to and except as otherwise limited by the DA, Permittee, on behalf of itself and its successors and assigns (“Indemnitors”), shall indemnify, defend, and hold harmless (“Indemnify”) the City including, but not limited to, all of its boards, commissions, departments, agencies, and other subdivisions, including, without limitation, the Department, and all of the heirs, legal representatives, successors, and assigns (individually and collectively, the “Indemnified Parties”), and each of them, for any damages the Indemnified Parties may be required to pay as satisfaction of any judgment or settlement of any claim or legal or administrative action (collectively, “Claims”), to the extent arising from: (a) any negligent act or omission of the Indemnitor in or about the Permit Area arising from the Permitted Activities, and except to the extent arising from the City’s active negligence, willful misconduct, or failure to maintain one or more Improvements after agreeing to perform such maintenance and accepting funding from Permittee for that purpose; (b) any default by such Indemnitors in the observation or performance of any of the terms, covenants, or conditions of this Permit to be observed or performed on such Indemnitors’ part; and (c) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Indemnitors in, under, on, or about the Permit Area arising from the Permitted Activities. Permittee on behalf of the Indemnitors specifically acknowledges and agrees that the Indemnitors have an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this Indemnity even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such Claim is tendered to such Indemnitors by the City and continues at all times thereafter. Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work. It is expressly understood and agreed that the applicable Indemnitor shall only be responsible for Claims arising or accruing during its period of ownership of the Fronting Property.

25. SEVERABILITY

If any provision of this Agreement or the application thereof to any person, entity or circumstance shall be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Agreement without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Agreement.

26. FORCE MAJEURE

If Permittee is delayed, interrupted, or prevented from performing any of its obligations under this Agreement, excluding all obligations that may be satisfied by the payment of money or provision of materials within the control of Permittee, and such delay, interruption, or prevention is due to fire, natural disaster, act of God, civil insurrection, federal or state governmental act or failure to act, labor dispute, unavailability of materials, or any cause outside such Party's reasonable control, then, provided written notice of such event and the effect on the Party's performance is given to the other Party within thirty (30) days of the occurrence of the event, the time for performance of the affected obligations of that Party shall be extended for a period equivalent to the period of such delay, interruption, or prevention.

[Signature Page to Follow]

In witness whereof the undersigned Permittee(s) have executed this agreement this _____ day of _____, 20____.

PERMITTEE:

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS, a
municipal corporation

Fronting Property Owner or Official
authorized to bind Permittee

City Engineer of San Francisco

Secondary Official authorized to bind
Permittee

Director of Public Works

Attachment 1: Description/Location of Property

The land referred to is situated in the County of San Francisco, City of San Francisco, State of California, and is described as follows:

All blocks and lots in Tentative Final Map 9537 as approved by the City and County of San Francisco in May 2018 and subsequent Final Maps approved and recorded including Final Map 9537 Phase 1 (for Lots A, B, C, 1 and 2) recorded October 15, 2019.

Attachment 2: Permit Area Documentation

The Permit Area consists of all Lots A in the Tentative Final Map 9537, representing future public rights of way that will be constructed and dedicated to the City. Please refer to the attached Tentative Final Map 9537 diagram. Encroachments described as “locations to be determined” will be in future public rights of way that will be constructed at each phase.

1. Storm Drain and Combined Sewer laterals and mains
2. CMU wall and fence on the south side of Harmonia (Phase 1A-1 and 1A-2)
3. Future retaining walls and fencing: locations to be determined
4. Irrigation line in the Harmonia Street right of way (Phase 1A-1 and 1A-2)
5. Future temporary irrigation lines: locations to be determined
6. Stairwell handrails: locations to be determined
7. Community Gateway & Perimeter Marker: See Environmental Graphics diagram, typology A
8. Vehicular Directional Sign: See Environmental Graphics diagram, typology B
9. Light Pole Mounted Banner: See Environmental Graphics diagram, typology I

**Attachment 3
Maintenance Plan**

This Maintenance Plan contains final information for **Phase 1A-1/1A-2**, and preliminary information for the anticipated subsequent phases. As design details are finalized for each subsequent phase, the Permittee (or applicable Phase Infrastructure Developer) will submit an updated Maintenance Plan in connection with a Notice of Annexation for such phase.

Phase 1A-1 and 1A-2 Maintenance Plan

Location constructed in Phase 1A-1 and 1A-2	Routine maintenance tasks	Estimated annual cost and funding source
CMU retaining wall and fencing on the south side of Harmonia Street.	Keep free of graffiti and weeds as part of routine landscaping/janitorial maintenance of area	\$600 Source: Sunnydale Infrastructure, LLC maintenance reserve and then Park Heights at Sunnydale Association when it is established.
Irrigation lines are crossing Sunrise Way, Malosi and Harmonia Streets.	Lines are underground.	\$0 Source: Sunnydale Infrastructure, LLC maintenance reserve
Private lateral on Temp Sunrise Way (portion within future Sunrise Way ROW) at Sunrise Way 11+76 to 11+90	Remove debris from private storm drain inlet at beginning of rainy season and as needed. [\$200 each occurrence, assume annually] If clog develops in pipe, use hydraulic hose truck to clean storm drainpipe. [\$500 each occurrence, rare]	\$200 each year + \$500 to clear clog (if this occurs) Source: Sunnydale Infrastructure, LLC maintenance reserve
Combined Sewer Temporary Mains connecting into manholes on Malosi Street at Station 11+36 and Station 14+24	Ensure manhole lids remain in place on private manholes. Keep area free of weeds to avoid manholes from becoming obscured as part of routine landscaping/janitorial maintenance of area.	Annual cost: \$600 Source: Sunnydale Infrastructure, LLC Maintenance reserve
Total Annual Maintenance Cost		Approx. \$1400

Maintenance Plan for Future Phases

Major Encroachment	Routine maintenance tasks	Estimated annual cost and funding source
Irrigation lines (temporary to accommodate project phasing)	Lines are underground	\$0 Source: Sunnydale Infrastructure, LLC maintenance reserve
Stairwell handrails (temporary to connect proposed roadway grades to existing residential buildings)	Routine cleaning of galvanized steel handrails to keep free of graffiti. If rusting occurs, refinish/paint to protect steel.	Annual cost: \$500 Refinish/painting if rusting: \$500 Source: Subdivider/Infrastructure developer for the phase
Community Gateway and Perimeter Markers	Per installer, materials are durable and will include anti-graffiti coating, and thus, may be cleaned with standard chemical cleaners and water. Vinyl lettering may be cleaned with standard household cleaner and/or water. Vinyl lettering is weather resistant for 7-10 years but can be replaced if it is damaged or needs to be updated.	Annual cost: \$500 Replacement cost: Varies depending on replacement needs. Full replacement cost for the most expensive gateway sign is \$17,000. Source: Park Heights at Sunnydale Association
Vehicular and Pedestrian Directional Signs and Information Kiosks	Per installer, materials are durable and will include anti-graffiti coating, and thus, may be cleaned with standard chemical cleaners and water. Vinyl lettering may be cleaned with standard household cleaner and/or water. Vinyl lettering is weather resistant for 7 years but can be replaced if it is damaged or needs to be updated.	Annual maintenance cost: \$500 Replacement cost: Varies depending on replacement needs. Full replacement cost for the most expensive sign is \$8,000. Source: Park Heights at Sunnydale Association
Total Maintenance Cost		Approx. \$1500

Attachment 4

Operations Manual

The are no specialized equipment for continued operation of the Improvements. Thus, operations manuals are not required.